

CORPORATION OF THE TOWN OF GANANOQUE

BY-LAW NO. 2011-100

BEING A BY-LAW TO AUTHORIZE THE TOWN OF GANANOQUE TO ENTER INTO AN AGREEMENT WITH TELECOM ENTERPRISES FOR THE PURPOSE OF IMPLEMENTING TELECOMMUNICATION IMPROVEMENTS TO THE TOWN OF GANANOQUES SERVICES.

WHEREAS by Section 5 of the Municipal Act, 2001, S.O. 2001, c. 25, the powers of a municipal corporation are to be exercised by its Council;

AND WHEREAS the Municipal Act, 2001, S.O. 2001, c. 25, provides that the powers of every Council are to be exercised by Bylaw

NOW THEREFORE be it resolved that the Council of the Corporation of the Town of Gananoque enacts as follows;

1. That the Council hereby authorizes entering into an agreement, with Telecom Enterprises, for the purpose of implementing telecommunication improvements to the Town of Gananoque's communication services as set out in Schedule 'A' attached hereto.
2. That the Mayor and Clerk are hereby authorized to execute all documents in regard to said agreement.
3. That this bylaw shall come into force and effect on the date of passing.

READ A FIRST, SECOND, and THIRD TIME, passed, signed, and sealed with the corporate seal this 04th day of October, 2011.



Mayor, Erika Demchuk



Clerk, Bonnie Dingwall



**Telcom Enterprises
Agreement of Terms and Conditions**

Telcom Enterprises (1391009 ONTARIO LTD.) is prepared to enter into an agreement with **The Corporation of the Town of Gananoque** for a comprehensive telecommunications review coupled with a detailed proposal including implementation of its recommendations under the following parameters.

Our fee structure is based on the savings we are able to achieve by completing an in-depth comprehensive review of your present telecommunications ongoing monthly expenses. Our review will include those actions that are required to significantly reduce your expenditures and/or how to improve your telecommunication (systems) at your present cost levels. Our fees are based on either of the two following options.

Option A
is Fifty Percent (50%) of Projected Monthly Savings over an Eighteen (18) Month Period, plus fifty (50%) percent of any incorrect or overcharged amounts refunded or credited back to your organization. Included in this option is our commitment to monitor ongoing Telecommunication Marketplace changes for more optimum rates and implement them without charge during the term of the contract. Upon termination of the contract term, ongoing optimization of newer more cost effective services after that date is available on an optional basis and will be billed on quarterly intervals based on ten percent (10%) of the initial annualized savings. **With invoice stipulations as per below and agreed to by Telcom and Gananoque.**

Option B
is Thirty-five Percent (35%) of Projected Monthly Savings over a Thirty-six (36) Month Period, plus fifty (50%) percent of any incorrect or overcharged amounts refunded or credited back to your organization. Included in this option is our commitment to monitor ongoing Telecommunications Marketplace changes for more optimum rates and implement them at no charge during the term of the contract. Upon termination of the contract, ongoing optimization of newer more cost effective services after that date is available, on an optional basis, and will be billed on quarterly intervals based on five percent (5%) of the initial annualized savings.

As well, included in our fee is the responsibility by Telcom Enterprises to implement all chosen recommendations and re-audit of your actual total costs one month after the implementation of our recommendations. As well, during the term of either of our two options, any additions or deletions of lines, etc. will be handled by us with the various carriers on a no charge consulting fee basis. Telcom Enterprises will not invoice you until the monthly savings have been reconciled on the various carriers' bills on the month following implementation of our recommendations. At that time, Telcom Enterprises will invoice you for either (50%) of the projected savings over eighteen months (18) or thirty-five percent (35%) of the projected savings over thirty-six (36) months. In the event certain elements within the review are delayed, Telcom Enterprises reserves the option to render an Interim Invoice(s) for the various elements, as they are implemented and audited, during the overall implementation process. Alternate payment plans are available for invoices totaling over Fifty Thousand dollars (\$50,000.00).

If our services are engaged to prepare a **Request for Proposal (RFP)** for new telephone system acquisition, data systems or other consulting activities (i.e. Emergency Disaster

Contingency Planning), etc., an hourly rate of Two Hundred and fifty dollars (\$250.00) will apply.

Coincident with Agreement of Terms and Services contract signature, the customer agrees that prior to the proposal being presented all changes to existing services will be coordinated through Telcom Enterprises and not done directly with any of the respective suppliers.

Implementation of Telcom Enterprises recommendations made directly by the client, within two years following the Proposal presentation date, will require said client to pay Telcom Enterprises its' consulting fee, in full, for recommending these self-directed various changes or additions.

Please be assured that all confidential information given to us, as part of our telecommunications review, will remain privileged information between our organizations.

Both parties to this Agreement agree that all CONFIDENTIAL information including the PROPOSAL from Telcom Enterprises is for the sole use of either party and is not to be distributed to third parties without authorization from Telcom Enterprises.

In summary, Telcom Enterprises has a professional staff fully acquainted with present and evolving telecommunication technologies. Our goal is to deliver a least cost quality solution to the client.

Accepted by:
Amended Agreement as agreed to by both Telcom Enterprises and Town of Gananoque

The Corporation of the Town of Gananoque
(Name of Organization)

Erika Demchuk Bonnie Dingwell
Client Name - Print

Erika Demchuk Bonnie Dingwell
Client Signature

[Signature]

Telcom Enterprises

Mayor clerk
Title - Print

President - Telcom Enterprises
Title

Date: Oct 04/2011

Date: September 20, 2011

The Town of Gananoque and Telcom Enterprises agree to the following payment terms; Invoice 1 – 25% due in 30 days, Invoice 2 – due in 150 days and the remaining 25% for Invoice 3 is payable 12 months after initiating Telcom's recommendations.

Please Check One of the Fee Options Below:

- 50% Savings - Option A - Gananoque agrees to Option A with the amendments above.
- 35% Savings - Option B
- \$250.00 per Hour Rate Option (applies only for other consulting activities as outlined in paragraph six)



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Email: telcom@telcomenterprises.com
www.telcomenterprises.com
139 1009 Ontario Limited

**TELCOM ENTERPRISES
AUTHORITY TO PROCEED CONTRACT**

Thank you for your acceptance of our Proposal to reduce your telecommunications costs.

Please **sign** this agreement **authorizing** Telcom Enterprises to implement the recommendations as outlined in our Proposal and send by **return fax to: 1-877-429-8428.**

Please be assured that we will place the orders with the various local and long distance suppliers on a timely basis to ensure the savings commence as soon as possible. As well, we will audit your supplier (Bell, Allstream, etc.) bills in thirty (30) days from the time of implementation to ensure the savings have commenced. After this reconciliation we will mail our Invoice to you which will be due upon receipt.

It is imperative during the implementation phase, that any Telecom changes you require are placed through us to ensure there is no duplication or confusion with the various carriers.

Again, thank you for your business and we look forward to working with you in the near future.

Yours truly,

Linda Pollard
Vice President

Authority to Proceed

Company: Town of Gananoque

Signature: Robert Small

Title: CAO

Date: Oct 06/2011

Please mark selected Option: Option A Option B Option C Option D