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**Date:** Monday, September 13<sup>th</sup>, 2021  
**To:** Committee of the Whole  
**From:** Jeremy Hughes, Information Technology Manager  
**Subject:** Internet Service Renewal

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## BACKGROUND

In 2018, the Town of Fort Frances (*the "Town"*) entered into an Internet service agreement with Tbaytel for 36 months. The term of this contract is now expired.

## DETAILS

The proposed contract renewal will compel the Town to pay 100% of costs for Internet service at a monthly rate of \$159.90 (plus tax) for the next 3 years. This term commitment makes a discount of \$50/month available to the Town over the regular monthly rate of \$209.90, a savings of 23.8% each month, or \$1,800 total over 3 years.

Tbaytel's proposed 500 Mbit service offering presents a total cost of \$0.33/Mbit per month, which is competitive with Shaw's current 300 Mbit service with a total cost of \$0.53/Mbit per month.

The Fort Frances Power Corporation is currently invoiced for 15% of the Town's Internet service costs.

## RECOMMENDATION

Tbaytel has provided excellent Internet service to the Town over the past 3 years. It is recommended that the proposed Business Service Agreement be executed for an additional 36 months. This renewal will not preclude the Town from pursuing a similar renewal with Shaw for redundant Internet service.

## ATTACHMENTS

Attached is a document titled *Tbaytel Wireline Business Proposal* (6 pages).

Council approval of this report will agree with the recommendation of the Administration & Finance Executive Committee that:

- 1) The Town of Fort Frances enter into a Business Service Agreement with Tbaytel for Internet service, with a total operating cost of \$5,858, over a period of 36 months, through July in 2024.
- 2) A by-law be passed authorizing the Mayor and Clerk to execute the agreement on behalf of the corporation.

# Tbaytel Wireline Business Proposal





Town Of Fort Frances  
740 Scott St  
Fort Frances, ON P9A 1H8

Dear Jeremy Hughes,


On behalf of Tbaytel, I would like to thank you for giving us the opportunity to work together to customize the right telecommunications solutions for the unique needs of your business. We are confident Tbaytel's suite of products and services will be the right decision to keep your business moving in the right direction.

For over 110 years, Tbaytel has recognized the importance of evolution and innovation helping us to grow to become the largest independently owned telecommunications provider in Canada. Our team of employees strive to deliver best in class service throughout our extensive products and services including Internet, Voice, Wireless, TV and Security.

Our team of dedicated Customer Relationship Managers focus on more than just sales. We are committed to learning and understanding the needs of your business to find the solution that's right for you, plus we will be there for you the entire way; before, during and after the sale.

Enclosed in your Business Proposal package, you will find your service agreement that was created based on our initial assessments of your business objectives as well as our associated Terms and Conditions. Please review all documents carefully and ensure you let your dedicated Account Manager know if you have any questions or concerns.

Sincerely,



Justin Nucci  
Director – Sales  
Tbaytel

# Business Service Agreement

**Town Of Fort Frances** hereinafter called the Customer, requests Tbaytel to furnish the service, equipment and/or facilities specified on Schedule "A", attached hereto and forming part of this Agreement, on the premises of the Customer at the locations listed on Schedule "A".

## TERMS AND CONDITIONS SPECIFIC TO THIS AGREEMENT:

Services as listed on Schedule "A" are for a term of **(36)** months (the "Contract Term"). This Agreement will take effect once service(s) have been installed or upgraded.

### 1. Early Termination by Customer

- 1.1 The Customer may terminate this Agreement at any time before the end of the Contract Term by giving notice to Tbaytel at least thirty (30) days before the proposed early termination date. If a customer terminates the agreement early, the Customer shall pay to Tbaytel one hundred percent (100%) of all fees and taxes listed in the attached schedule for the remaining months of the Contract Term.
- 1.2 Should the Customer's wired services be terminated due to business closure, relocation outside of Tbaytel's serving territory or deactivated due to minimal use, Tbaytel at its sole discretion may consider the waiving of penalties or termination charges.

### 2. Moves/Adds/Changes

- 2.1 For services provided on Fibre, should the Customer relocate to another office space within Tbaytel's Fibre serving territory during the Contract Term, the terms and conditions of this Agreement will remain in force. If the customer relocates to a location that does not currently support Fibre, Tbaytel will make an effort to provide the same level of service at the new location with the following requirements;
  - 1.1.1 The Customer will provide Tbaytel with at least a 6 month lead time at the onset of construction season to complete any necessary outside work; and
  - 1.1.2 The Customer may be responsible for additional build costs in the event they exceed the maximum subsidized amount by Tbaytel.

If Tbaytel cannot provide Fibre at the new location or if the cost to provide Fibre cannot be absorbed by the customer, Tbaytel will transfer this Agreement to Tbaytel services delivered over Copper infrastructure.

- 2.2 For services provided on Copper, should the customer move to an area with Fibre available and would like Fibre services, Tbaytel will make an effort to migrate the customer to a Fibre solution at the new location with the following requirements;
  - 2.2.1 The Customer will provide Tbaytel with at least a 6 month lead time at the onset of construction season to complete any necessary outside work; and
  - 2.2.2 The Customer may be responsible for additional build costs in the event they exceed the maximum subsidized amount by Tbaytel.

Customer Initials \_\_\_\_\_

## Pricing and Changes

- 2.3 The Customer is entitled to an annual pricing review upon request. During this time, if Tbaytel pricing of the same or directly equivalent wired service has decreased, the rate will be adjusted for future months based on execution of a new Contract Term.
- 2.4 Tbaytel may change the terms of this Agreement, including the rates, by giving the Customer at least 30 days' notice in writing, unless the Customer is in a fixed pricing agreement if or otherwise specified.
- 2.5 If the customer is interested in migrating to an alternative or new Tbaytel wired solution that is offered at different rates, Tbaytel at its sole discretion may consider renegotiating the terms of this Agreement.

## 3. Equipment

- 3.1 If the Customer terminates service, the Customer must return any rented equipment in working condition. If the equipment is not returned to Tbaytel, Tbaytel reserves the right to charge the Customer the replacement costs of the equipment. This includes additional rental equipment added after signing this Agreement associated with the services outlined in Schedule A.

## 4. Successors and Assigns

- 4.1 This Agreement may not be assigned by Customer without the prior written consent of Tbaytel, such consent not to be unreasonably withheld. Tbaytel may, without consent, assign this Agreement in connection with a corporate reorganization or merger or to any entity that controls, is controlled by or is under common control with Tbaytel or to a purchaser of all or substantially all of its assets or business, and in any such event, Tbaytel shall be released from its obligations here under to the extent they are assumed by the assignee.

## 5. Terms of Service

- 5.1 By signing this Agreement, the Customer understands that they are bound by Tbaytel's Business Service Terms of Service, which form part of this Agreement and can be found at <http://www.tbaytel.net/termsofservice>. Tbaytel reserves the right to amend the Terms of Service from time to time and it is the Customer's responsibility to check the website regularly for updates.

Customer Initials \_\_\_\_\_

**Tbaytel**\_\_\_\_\_  
Signature\_\_\_\_\_  
Dan Pella\_\_\_\_\_  
Printed Name\_\_\_\_\_  
Aug 3, 2021\_\_\_\_\_  
Date\_\_\_\_\_  
Manager – Business Sales\_\_\_\_\_  
Title**Customer**

I agree to all of the terms and conditions set out in this Agreement and have reviewed Tbaytel's Business Service Terms of Service.

*(If the customer is a corporation)* I confirm that I am an officer of the Corporation and have the authority to bind the Corporation and this contract has been approved by the Corporation's Board of Directors.

\_\_\_\_\_  
Signature\_\_\_\_\_  
Date\_\_\_\_\_  
Printed Name\_\_\_\_\_  
Title (Duly Authorized)\_\_\_\_\_  
Signature\_\_\_\_\_  
Date\_\_\_\_\_  
Printed Name\_\_\_\_\_  
Title (Duly Authorized)

## Schedule A: Business Service Agreement

<b>CONTRACT BUSINESS NAME:</b>	Town Of Fort Frances
<b>CONTRACT TERM:</b>	36 Months
<b>CONTRACT START DATE:</b>	August 1, 2021
<b>CONTRACT END DATE:</b>	July 31, 2024
<b>CUSTOMER ACCOUNT #:</b>	5302803500
<b>SERVICE ADDRESS:</b>	320 Portage St. Fort Frances, ON P9A 3P9

### PRICING GRID – Promotional, fixed term, or contracted pricing effective upon execution of agreement

Service Description	Location	Duration	Regular Rate	Discount	Final Rate (per service)
Fibre 500 with static IP address	320 Portage Ave. Fort Frances Civic Centre	36 Months	\$209.90	\$50.00	\$159.90

Customer Initials \_\_\_\_\_