

Town of Bowling Green
Town Council Meeting



Date: August 3, 2017
Agenda Item: Client Agreement with
Troy and Banks

TYPE OF AGENDA ITEM:

- CONSENT AGENDA
- PRESENTATION
- ACTION ITEM
- TOWN MANAGER & STAFF COMMENTS
- PUBLIC HEARING
 - Duly Advertised

PURPOSE OF ITEM:

- INFORMATION ONLY
- DISCUSSION ONLY
- DISCUSSION AND/OR DECISION
 - Introduction
 - Ordinance
 - By Motion
 - Certificate
 - Resolution
 - Grant/MOU
 - Bylaws

PRESENTER: Melissa Lewis

PRESENTER TITLE: Clerk/Treasurer

AGENDA ITEM: Legal Services Agreement with Troy and Banks

BACKGROUND / SUMMARY:

ATTACHMENTS:

- 1. Client Agreement

REQUESTED ACTION:

Authorize Town Manager to enter in agreement with Troy and Banks as utility and telephone consultants to serve as our agent for the purpose of auditing and evaluating our account(s).

FOR MORE INFORMATION, CONTACT:

Phone#:

Name:

E-mail:

FOR USE DURING MEETING

Y N

- Coleman
- Davis
- Gaines
- Hauser

Y N

- McDearmon
- Wright
- Rowe
- Satterwhite

VOTE:

PASSED

NOT PASSED



Corporate Offices:
BUFFALO - NEW YORK
2216 Kensington
Avenue
Kensington at Saratoga
Buffalo, NY 14226
(800) 499-8599
(716) 839-4402
Telefax (716) 839-
4452

Branch Offices:
CALIFORNIA
398 E. Carob Ave.
Fresno, CA 93654

CONNECTICUT
P.O. Box 237
Manchester, CT
06045

FLORIDA
11048 Main Sail Dr.
Ft. Lauderdale, FL
33026

GEORGIA
P.O. Box 923474
Norcross, GA 30010

NEW YORK
2121 Hillside Ave. #93
Long Island, NY
11040
(516) 746-0992

62 Mallock Rd.
Rochester, NY 14428

4764 Summerhurst
Dr.
Liverpool, NY 13088

NORTH CAROLINA
2411 Black Wolf Run
Ln.
Raleigh, NC 27604

TENNESSEE
904 Lake Haven Rd.
Knoxville, TN 37922

e-mail:
save@troybanks.com

internet address:
www.troybanks.com

Agreement
Based off of Chesterfield County, VA RFP # 14-1018

This Agreement is entered into as of _____ between Troy & Banks, Inc. ("TB") and _____ with an address at _____ (the "Client").

In consideration of the mutual agreements hereafter set forth, TB and Client agree as follows:

1. The Client engages TB to conduct an audit or survey of Client's electricity, sewer, water, fuel oil, natural gas, propane, telephone, cable television, internet, and cellular services, ("Utility") accounts for the purpose of securing refunds, credits and cost reductions resulting from discovery of charges or costs in excess of those permitted or allowed by applicable contracts, tariffs, statutes, rules and regulations and/or from overcharges or billing errors. TB agrees to conduct such audit.
2. Overcharges – For any refunds, credits or rebates obtained by TB for prior overcharges, billing errors or costs in excess of those permitted by applicable contracts, tariffs, statutes, rules or regulations, TB shall be paid 24% of all monies refunded or credited to the Client.
3. Future Cost Reductions - For any reductions in future costs for electric, natural gas, water, sewer, fuel oil, propane, and telecommunications services resulting from TB analysis, the fee is 24% of the amount saved each month for 12 months. TB will document actual monthly savings obtained by analysis of tariff cost applications.
4. TB has made and makes no guarantee or assurance of any credit or refund amount or cost saving results.
5. **If Client does not receive refunds, credits, or reductions in future billings, there will be no fee for TB services.**
6. This Agreement sets forth the entire understanding and agreement between the parties.

Client

Troy & Banks, Inc.

By: _____

By: _____
Thomas T. Ranallo, President

Name: _____

Title: _____

Telephone: _____