

**TOWN OF NIAGARA-ON-THE-LAKE
HERITAGE SHUTTLE SERVICE AGREEMENT**

THIS AGREEMENT made in triplicate the _____ day of April, 2023

BETWEEN:

THE TOWN OF NIAGARA-ON-THE-LAKE

(herein after referred to as "Town")

AND

COMMUNITY TRANSPORT GROUP

(herein after referred to as "Operator")

(both of the above hereinafter may be called the "Party" or collectively called the
"Parties")

THIS AGREEMENT IS PREMISED ON THE FOLLOWING:

WHEREAS the Town desires to provide a shuttle service for passengers travelling between the Fort George Tour Bus Parking Lot and the Court House Parking Lot in the Town of Niagara-on-the-Lake;

AND WHEREAS the Operator has agreed to provide such a shuttle system for the Town;

AND WHEREAS the Town and Operator have agreed to the terms and conditions of the operation of the shuttle system;

Now therefore in consideration of the premises and the mutual consideration and covenants herein, the Parties covenant and agree as hereinafter provided:

1. DEFINITIONS:

"Accident" shall mean any occurrence, whether preventable or not, whereby any vehicle operated by the Operator comes into contact with anything, other than the tires to the road, and which results in bodily injury and/or damage to a transit vehicle, another vehicle or to property, and shall include any occurrence which results in personal injury to any person.

"AODA", the Provincial Act, *Accessibility for Ontarians with Disabilities Act, 2005* and regulations made pursuant to the Act, governing accessibility in public services.

"Billable Hours" shall mean the period of time during which the Operator is paid for Service under this Agreement and shall include Shuttle Service Hours and recovery/layover time, but shall not include Deadhead.

"Business Day" shall mean Monday to Friday, excluding Saturdays, Sundays, and Holidays as defined in the Interpretation Act (Ontario) and Boxing Day.

"CVOR" shall mean Commercial Vehicle Operator's Registration.

"Deadhead" shall mean the time during which a shuttle vehicle is not available for passengers while moving between the Operations Facility and origin point of a scheduled route and between the termination point of a scheduled route back to the Operations Facility.

"Emergency" shall mean an event or circumstance which threatens the health, safety or welfare of any person and which may result in the suspension of regular transit service.

"Holidays" shall mean New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day, and any day proclaimed as a Civic Holiday in the Province of Ontario.

"Incident" shall mean an unusual occurrence involving transit vehicles operated by the Operator under this Agreement, other than an Accident. For example, an event where a sudden stop causes a passenger to fall, but does not result in personal injury to the passenger.

"Maintenance Cost" shall mean the annual cost to provide complete vehicle maintenance and repair services for all Heritage Shuttle fleet vehicles used for shuttle service and include the costs associated with the maintenance facility.

"Maintenance Facility" shall mean the maintenance premises provided and operated by the Operator discussed in [Insert new section].

"Missed Trip" shall mean a one-way trip (origin to destination) where a vehicle in Shuttle Service, or operating Charter Services, departs from a scheduled time point twenty (20) or more minutes late.

"OEM" shall mean "Original Equipment Manufacturer".

“Shuttle Service” shall mean transportation services in which vehicles are available for carrying passengers including recovery/layover time, but does not include deadhead time, bus operator training and maintenance.

“Shuttle Service Hours” shall mean the time when a vehicle is in Shuttle Service.

“Shuttle Service Hourly Rate(s)” shall mean the rate billable per hour of Shuttle Service identified in the shuttle service levels described in Schedule “A”.

“Service” and “Services” shall mean all transit services, dispatching, maintenance and other ancillary services required of the Operator under this Agreement.

“Service Animal” shall mean a guide dog as defined in section 1 of the Blind Person Rights’ Act and an animal accompanying a person with a disability where a) it is readily apparent that the animal is used by the person for reasons relating to his or her disability; or, b) if the person provides a letter from a physician or nurse confirming that the person requires the animal for reasons relating to the disability.

“Service Area” shall mean the geographical area of the Town of Niagara-on-the-Lake, within which Shuttle Service is provided as defined by the Town.

“Uniform” shall mean a bus driver uniform consisting of a jacket, pants, shirt, shoes, and tie.

“Uncontrollable Circumstance” shall mean any event or condition which materially alters the Parties’ ability to exercise or perform their respective rights and obligations of the Parties under this Agreement, or the management, and operation of the public transportation system, which event or condition is beyond the reasonable control of or could not reasonably be anticipated by the Party relying thereon as justification for a delay in or non-performance of any obligation of such Party pursuant to this Agreement and shall include but not be limited to:

- (i) an act of God, landslide, lightning, earthquake, hurricane, flood, tornado or other natural disaster, fire, explosion, acts of public enemy, terrorism, war, blockade, sabotage, insurrection, riot or public disturbance;
- (ii) an order of any court, administrative or governmental agency of competent jurisdiction which has not been made as a result directly or indirectly of the actions or inaction of the Town or Operator. This specific provision shall be construed strictly, placing the onus on the Party seeking to so rely to excuse non-performance or delay;
- (iii) a Change of Laws. This specific provision shall be construed strictly, placing the onus on the Party seeking to so rely to excuse non-performance or delay;
- (iv) loss or inability to obtain service from a utility;
- (v) provided, however, that a failure by a Party to perform its obligations under this Agreement arising from or related to such Party’s insufficient cash flow or its financial circumstance or economic or financial conditions generally, shall not constitute an Uncontrollable Circumstance;

2. INTERPRETATION

2.1 Words importing the singular include the plural and vice versa. Words importing the masculine, feminine or neuter gender include the other genders. Words importing persons shall include firms and corporations, and vice versa.

3. HEADINGS FOR CONVENIENCE ONLY

3.1 Headings, titles and marginal notes which may appear in this Agreement are inserted for convenience only and shall not be used to explain or clarify the clauses or paragraphs below or opposite which they appear.

4. INCONSISTENCIES

4.1 If there is any inconsistency between any provision of this Agreement and anything contained in the other Contract documents, the provisions of this Agreement shall prevail.

5. TERM OF AGREEMENT

5.1 This Agreement shall remain in force throughout a forty-three (43) month term commencing on the first day of May 2023 and expiring on the 31st of December 2026

5.2 Notwithstanding the said expiry date, provided this Agreement is in good standing and the Operator has performed the Service to the Town’s satisfaction, the Operator shall have the option of extending this Agreement for a further term of three (3) additional years following the end of the initial term. Provided the Operator gives notice to the Town not less than six (6) months prior to the end of the initial term, of the Operator’s desire to exercise this option to extend, and the Town is satisfied with the Operator’s performance, then all terms and conditions of this Agreement, except this option to extend, shall renew and remain in full force and effect throughout the said extension period ending 31 December 2029, subject to revisions to rates, service levels and routes as may be implemented in accordance with the provisions contained in this Agreement.

5.3 In the event this Agreement has been renewed in accordance with 5.2, and provided the Agreement remains in good standing and the Town remains satisfied with the Operator’s performance of the

Service, the Operator shall, upon notice to the Town not less than six (6) months before the expiry of the first renewal period, have the option of a second extension for a final renewal period to commence at the end of the first extension and continue for three (3) years from that date, terminating 31 December 2032, on the same terms and conditions in like manner as described in 5.2.

- 5.4 In this Agreement, reference to the Term of this Agreement shall be deemed to include the periods of renewal under extension(s) of this Agreement, if any, pursuant to 5.2 and 5.3 above.

6. SCOPE OF SERVICE

The Town grants to the Operator an exclusive right to provide a shuttle service (hereinafter referred to as "the Service") identified in the Schedules to this agreement or as these schedules are amended from time to time subject to the provisions of the Municipal Act, 2001, S.O. 2001, c.25 as amended. The Operator is to provide all necessary personnel, services, operations and maintenance facilities and vehicles, subject to the terms of this agreement, to operate the Heritage Shuttle services identified in this agreement and in accordance with the Schedules attached to this agreement.

6.1 OPERATOR RESPONSIBILITIES

The Operator's responsibilities shall include but not be limited to:

- 6.1.1 The Operator is responsible for the operation of the Services including the vehicles and drivers and for meeting all operations and maintenance requirements established by the Town;
- 6.1.2 Operating and managing the Services in accordance with the routes described and illustrated in Schedule "A" to this Agreement, or as amended from time to time and with the vehicles as outlined in Schedule "B" and in accordance with the operating requirements in 6.2;
- 6.1.3 Adhering to the routes and timetables as contained in Schedule "A" and amendments thereto;
- 6.1.4 Paying all expenses associated or connected with operating the Services except as specifically excluded by this Agreement. These expenses commence as of the first day of the term of this Agreement and include but are not limited to: storing, maintaining, repairing, providing fuel and operating the vehicles, payment of salaries, wages and fringe benefits to all staff, initial and refresher training of all staff, insurance, taxes,, rents, and all obligations pursuant to the Workplace Safety and Insurance Act, 1997, S.O.1997, c.16, Schedule A;
- 6.1.5 Complying with all applicable Federal and Provincial legislation and regulations with specific reference to the AODA and, in particular, Ontario Regulation 191/11 Part IV – Transportation Systems and bylaws of the Town applicable in the Service Area including the Town's policies for Health and Safety and for Accessibility;
- 6.1.6 Maintaining all vehicles and related equipment in accordance with 6.4 and adhering to the maintenance and preventative maintenance program outlined in Schedules "D" and "E";
- 6.1.7 Providing sufficient personnel who have the necessary expertise, credentials and other qualifications to competently perform the management, operations and maintenance functions required for satisfactorily fulfilling all of the Operator's obligations under this Agreement. This shall include but not be limited to any ongoing, re-certification, or newly mandated qualifying requirements. Without compromise, the Operator's management component shall be able to effectively direct and assume responsibility for all aspects of providing the Services and directing its working force;
- 6.1.8 Operational and maintenance training and supervision;
- 6.1.9 Personnel administration including, hiring, supervising, evaluating, promoting, disciplining and terminating employees, and collective bargaining negotiations, if applicable. The Operator will discipline any vehicle's driver or other employee found to be knowingly in breach of the terms or conditions of this Agreement or in breach of the law, or the subject of consistent valid passenger complaints;
- 6.1.10 Ensuring employees are qualified and operate in a safe manner including wearing protective equipment as required by all applicable workplace safety regulations including the Town's health and safety policy;
- 6.1.11 Scheduling and dispatching bus drivers and vehicles, including managing service disruptions or delays as determined by bus drivers due to unforeseen circumstances affecting the route and assigned route and driver schedules approved by the Town to adapt to detours, construction, weather conditions or other circumstances;
- 6.1.12 Distributing and displaying only transit information or advertising as approved by the Town. It is to be noted that external commercial advertising will not be permitted on the buses;
- 6.1.13 Disseminating shuttle service information to the general public, and distributing or displaying such additional printed information or advertising as the Town may provide;
- 6.1.14 Attending staff meetings with the Town when required by the Town. During the first three (3) months of the Agreement, the Operator's management, operational and maintenance supervisory staffs may be required to participate in additional meetings as requested by Town staff;

- 6.1.15 Own and maintain adequate computer equipment to facilitate the computerization of all reports. The Operator shall supply at a minimum Windows 10 and Microsoft 365 Office software and any computer hardware and software upgrades to provide compatibility with the Town's electronic reporting system during the term of this Agreement. The Operator shall maintain and pay for an active high speed Internet e-mail account capable of sending and receiving attachments. This account shall remain active throughout the term of this Agreement, and any extensions hereto;
- 6.1.16 Providing and maintaining at the Operator's office an operating scanner/email or facsimile machine compatible with the Town's systems;
- 6.1.17 Obtaining or maintaining a CVOR certificate that covers the operation of all vehicles in the Service covered by this Agreement and maintaining its validity throughout the term of the Agreement by providing on-going accurate information relating to the operation of the Services to the Ontario Ministry of Transportation (MTO) as required pursuant to the Ontario Highway Traffic Act and the regulations thereunder. The Operator must provide the Town with copies of drivers' abstracts and company CVOR on an annual basis;
- 6.1.18 Ensuring that the Town has at all times the correct names, e-mail addresses, and cellular phone numbers of the Operator's key staff, including but not limited to management, supervisors, etc.;
- 6.1.19 Producing a letter and/or certificate of good standing from the Workplace Safety and Insurance Board (WSIB) at the commencement of this Agreement and from time to time as may be required by the Town, and at expiration of this Agreement, prior to any final payments;
- 6.1.20 The Operator shall indemnify, without deduction, and save harmless the Town and its employees, elected officials, officers, representatives and agents (each an "Indemnified Person") from and against all claims, actions, demands and from all reasonably foreseeable expectation losses, expenses and damages which any Indemnified Person may suffer as a result of or arising out of or in relation to the negligence, omission or willful misconduct of, or any breach of this Agreement by the Operator, its employees, officers, representatives, subcontractors or agents in the performance of this Agreement, except to the extent that such claim or demand arises from or is caused by the negligence, omission or willful misconduct of an Indemnified Person. The Operator shall also indemnify, without deduction, and save harmless the Indemnified Persons from and against all claims, actions, demands, losses, expenses and damages which any Indemnified Person may suffer as a result of or arising from damage to vehicles or injury (including death) to persons caused by acts or omissions of the Operator or those for whom it is responsible. Such indemnity shall extend to and include all costs, charges and expenses which the Indemnified Person may reasonably pay or incur in disputing or defending any claim or other proceedings in respect of which indemnity may be sought from the Operator as provided in this Clause. The Operator agrees that the Town shall have and hold the covenants of the Operator contained in this Clause in trust for the benefit of each of the other Indemnified Persons.

In case any proceedings (including governmental investigation), action, claim or demand shall be brought or alleged against any Indemnified Person in respect of which indemnity may be sought under this Clause, the Indemnified Person shall promptly notify the Operator in writing and the Operator shall have the option to assume the defence thereof, and to retain lawyers reasonably satisfactory to the Indemnified Person, in which case the Operator shall be liable to pay the fees and expenses of such lawyers relating to such proceedings.

In any such proceedings, the Indemnified Person shall have the right to retain its own lawyers, but the fees and expenses of such lawyers shall be at the expense of the Indemnified Person unless:

- a. the Indemnified Person has separate defences that cannot reasonably be presented by the Operator;
- b. the Operator and the Indemnified Person have mutually agreed to the retention of such lawyers; or
- c. the Operator has failed to employ lawyers reasonably satisfactory to the Indemnified Person within a reasonable period of time after notice by the Indemnified Person of the commencement of such proceedings.

The Operator shall not be liable to indemnify any Indemnified Person for any settlement of any proceeding effected without the authority and written consent of the Operator (which shall not be unreasonably withheld or delayed). Despite the foregoing, the Operator shall indemnify and save harmless any Indemnified Person from and against all claims, liens, actions, losses, expenses, damages or demands of every nature and kind whatsoever which any Indemnified Person may suffer as a result of or arising out of or in relation to any liability to the Workplace Safety and Insurance Board under the Workplace Safety and Insurance Act, 1997 (Ontario). Such indemnity shall extend to and include all costs, charges and expenses incurred by the Indemnified Person including, for greater certainty, all costs associated with the defence of any action brought against an Indemnified Person or the cost of obtaining an order vacating any claim for lien, including all legal fees on a solicitor and client basis and any and all fines under those statutes.

- 6.1.21 Prior to the commencing of any work or services under the Agreement, the Operator shall procure and maintain for the duration of the Agreement, the following insurance policies:

(1) **Automobile Insurance**, insuring all vehicles used under this contract, providing a minimum of eight million dollars (\$8,000,000.00) inclusive limit for Liability (Passenger and Road Hazard combined) with an insurer satisfactory to the Town and appropriately licensed in Ontario through FSCO with minimum A.M. Best Ratings of A-. Statutory Accident Benefits, Uninsured Automobile and Direct Compensation coverages are also mandatory under the standard Ontario Automobile Policy (OAP); as well as all required Loss or Damage coverages under Section 7 of the OAP, as deemed necessary and appropriate by a reasonable and prudent operator, and including:

- a. OPCF 5 Permission to Rent or Lease Vehicles;
- b. OPCF 6C Public Passenger Vehicles.

The Operator agrees that in all insurance policies covering loss of, or damage to, each of the vehicles that it owns and/or operates on the Town's behalf as listed in Schedule "B" including amendments thereto, the maximum deductible per claim shall not exceed ten thousand dollars, (\$10,000.00).

The Operator also agrees to carry current proof of Automobile Liability Insurance (pink slips) in each of the vehicles that it owns and/or operates on the Town's behalf to carry out the work or services under the Agreement.

(2) **Commercial General Liability (CGL)** providing a minimum of five million (\$5,000,000.00) dollars inclusive limit for Bodily Injury and Property Damage on an occurrence basis with an insurer satisfactory to the Town and appropriately licensed in Ontario through FSCO with minimum A.M. Best Ratings of A-. The policy should also include:

- a. an endorsement certifying that the Town is included as an Additional Insured;
- b. a Cross Liability clause endorsement;
- c. Non-Owned Automobile coverage with a minimum limit of two million (\$2,000,000.00) dollars, including legal liability for damage to hired automobiles coverage;
- d. endorsement including Garage Premises Liability coverage to allow the Operator to perform vehicle maintenance operations; and
- e. an exception to the pollution liability exclusion for "Friendly Fire", or an endorsement adding back in coverage for Friendly Fires where there exists an absolute pollution exclusion.

(3) **Property Insurance** in an amount and form satisfactory to the Operator for the protection of its own property, leased equipment for which it is legally liable, or which is installed by or on behalf of the Operator within the Leased Premises including without limitation, stock-in-trade, fuel tank and vehicle fuelling equipment, furniture, equipment partitions, alterations, trade fixtures and leasehold improvements, in an amount no less than the full replacement cost thereof from time to time and with the Town named as loss payee as its interests may appear.

(4) **Such other insurance** as is customary or as would be obtained by a prudent owner of property similar to that that the Operator is leasing or owns, or as may be required by the Operator acting reasonably.

With respect to the liability limits for insurance identified above in (1) or (2), required limits may be achieved through the purchase of Umbrella or Excess Liability insurance. These policies shall be primary to the extent of the Town's rights under both as a loss payee and an additional insured.

All policies shall contain an endorsement, which is to be shown on all Certificates of Insurance, confirming that they will not be altered, cancelled or allowed to expire or lapse, without thirty (30) days prior written notice to the Town. Proof of new or renewed insurance shall be filed with the Town thirty (30) days before termination of the existing insurance.

All insurance policies shall be kept in full force for the duration of the Agreement and a certified copy of each policy or certificates of insurance shall be provided annually to the Town. Should the Operator neglect to so obtain and/or maintain in full force and effect any such insurance as aforementioned, or fail to deliver such policy(ies) and receipts to the Town annually, then it shall be lawful for the Town to do all things necessary for this purpose. All monies expended by the Town for insurance premiums, and costs associated with the execution of the terms under the provisions of this clause shall be charged to the Operator. The Town's cost thereof shall be payable by the Operator to the Town. Failure to provide proof of insurance annually may, at the Town's discretion; result in termination of the Agreement.

6.1.22 The Operator shall, at the time of signing this Agreement, provide for the protection and indemnification of the Town, security in the amount of sixty thousand dollars (\$60,000) to secure the Operator's performance under this Agreement in connection with:

- Inability to perform, as described in 6.22.1 as well as the Town's expenses related to any failure to perform in these matters. The Security may be provided in any of the following ways:
 - Cash deposited with the Town, to be paid by certified cheque/bank draft, or;
 - Bond from a bonding agent or insurance company satisfactory to the Town, or;
 - Letter of credit issued by a Canadian Chartered Bank in a form satisfactory to the Town.

Such bond or letter of credit shall remain in effect until one month after the termination of this Agreement and shall specifically stipulate that it shall be irrevocable and will not lapse, expire or otherwise come to an end without at least thirty (30) days written notice by registered mail to the Town. Such period of notice shall be measured from the date of receipt of the Notice by the Town. The bond or Letter of Credit shall provide for payments directly to the Town upon request without requirement for verification of claim or justification to the financial institution.

The Town agrees with the Operator that the Town will draw payment on such bond or letter of credit only after the Town has provided at least thirty (30) days written notice to the Operator of the particulars of performance failure, and only where such failure has not been rectified within this notice period.

6.2 OPERATING REQUIREMENTS

The Operator's responsibilities with respect to operating the Services shall include, but not be limited to:

- 6.2.1 Supplying and licensing vehicles in accordance with the types of vehicles described in Schedule "B", or as amended from time to time. These vehicles shall be used by the Operator to provide the Services and no other vehicles shall be used without written permission from the Town.
 - 6.2.1.1 In the event that during the term of this Agreement the Town, in its discretion, decides to initiate a further route or routes in addition to the routes described in Schedule "A", the hourly rates to be paid to the Operator for the additional Shuttle hours shall be calculated and billed by the Operator at the applicable Service Hour Rates then in effect for the services levels described in Schedule "A".
 - 6.2.1.2 In the event that during the term of this Agreement the Town, in its discretion, decide upon a permanent alteration of one or more of the routes and services, as described in Schedule "A", which results in a reduction or an increase in service-hours, the service-hour payments to the Operator under this Agreement will be adjusted on a pro-rata basis.
- 6.2.2 The Operator shall have available a supply of sufficient Operator-owned standby vehicles of a type and condition approved by the Town as described in Schedule "B" as amended from time to time. These standby vehicles shall be used by the Operator to maintain uninterrupted Shuttle Service and no other vehicles shall be used without the express written consent of the Town.
- 6.2.3 Keeping proper accounting and operating records and providing monthly reports to the Town by the 10th of the following month indicating the bus hours operated during the report month together with any supporting reports or documents that may assist in explaining any aspect of the invoice for services.
- 6.2.4 Keeping such other records as may reasonably be required by the Town from time to time and assisting the Town in fulfilling the reporting requirements of various Transit Associations, Provincial or Federal Government agencies, or similar bodies.
- 6.2.5 Providing bus drivers with uniforms approved by the Town and ensuring that they are worn in accordance with 6.3.
- 6.2.6 Ensuring all supervisory and management staff liaise directly and regularly with designated Town staff.
- 6.2.7 Operating the Shuttle Service as summarized in Schedule "A" or any day appointed by proclamation of the Lord Mayor of the Corporation of the Town of Niagara-on-the-Lake as a public holiday. The Operator may be required to operate the Shuttle Service on any of the days excluded provided the Town gives thirty days notice. Payment for this special service will be at the Shuttle Service Hourly Rate.
- 6.2.8 Providing and staffing a dispatch office to communicate, via telephone, computer email and the two way communication system, with the bus drivers, and staff from the Town during all hours of system operation, Monday to Sunday. The Operator shall maintain a reliable clock at the dispatch office, to be checked daily with an internet server time service and shall ensure its employees operate according to this time. The dispatch office will address all operational matters.
- 6.2.9 Ensuring that there is a qualified dispatcher or supervisor on duty during hours of bus operations (or unless otherwise directed by the Town) plus one half hour before departure of the first bus from the Operator's facility and for a period of time after the return of the last bus sufficient to receive all driver reports and to allow for the booking off of the last scheduled driver.
- 6.2.10 Distributing and collecting surveys as requested by the Town. A daily manual passenger count on a per one-way trip basis is to be undertaken by the Operator's drivers based on parameters provided by the Town.
- 6.2.11 Maintaining a lost and found service from which lost articles may be reclaimed by the general public at the Fort George Tour Bus Welcome Centre between the hours of 10:00 am and 6:00 pm, Monday to Friday. Any lost article shall be recorded on the "Lost and Found" form (Schedule "F") and this information shall be recorded on a controlled inventory list of lost articles. All lost articles shall be kept for a period of three (3) months, following which, the disposal of such articles shall be undertaken only with approval of the Town. The Operator shall make every attempt to return all lost articles, and in particular those with identification.

- 6.2.12 Installing shuttle service system identification or corporate logos, branding and decals on vehicles, from time to time, as supplied by the Town, in a manner and in location(s) approved by the Town.
- 6.2.13 Installing decals in the interior and on the exterior of each vehicle in a manner approved by the Town which state: "This vehicle operated by (Name of Operator – CVOR number)".
- 6.2.14 Endeavouring to hire and retain qualified bus drivers in sufficient numbers to provide the Services, to minimize driver turnover, and to maintain a sufficient number of back-up drivers to meet all contingencies without disrupting shuttle service.

6.3 MINIMUM TRANSIT DRIVER REQUIREMENTS

- 6.3.1 All new hires shall complete and pass pre-employment screening, and must provide, at the applicant's expense, a satisfactory Criminal Record Search for the Vulnerable Person Sector. A police check shall be obtained and a copy provided to the Town for all personnel in contact with people, collecting fares and handling the fareboxes. The Town shall receive confirmation of what is covered in the background police checks to ensure "Vulnerable Person Sector" clearance on all drivers employed on this contract.
- 6.3.2 All bus drivers shall possess a valid Province of Ontario driver's licence.
- 6.3.3 Bus Driver Training:
 - 6.3.3.1 The Operator shall train its bus drivers by providing classroom instruction and behind-the-wheel training on all vehicle types.
 - 6.3.3.2 The training shall emphasize defensive driving on all vehicle types, rules of the road, public and customer relations, bus driver conduct, operating procedures, data collection, communication procedures and service area familiarization. The highest regard for passenger safety and comfort, including the practices set forth in a Defensive Driving Course recognized by the Ontario Ministry of Transportation (MTO) shall be stressed throughout the training.
 - 6.3.3.3 The Town may from time to time, suggest topics for training which the Operator will incorporate into the driver's initial and ongoing training programs.
 - 6.3.3.4 All training shall meet legislated regulations and the Town's requirements. Training shall be conducted by qualified trainers who have graduated from the "Professional Instructor in Driver Education" (PRIDE) or an equivalent program approved by the Town.
 - 6.3.3.5 Vehicles that are required for Shuttle Service shall be assigned to Shuttle Service usage in priority to training needs.
- 6.3.4 Classroom Training for bus drivers at a minimum shall include:
 - 6.3.4.1 Defensive Driving Course recognized by the Ontario Ministry of Transportation (MTO) if the trainee is not in possession of a Province of Ontario Class BZ licence but is obtaining same as a condition of hire;
 - 6.3.4.2 Operating procedures for the provision of Shuttle Service, including but not limited to, schedules, routes, transfer policies, fares and fare media;
 - 6.3.4.3 Passenger relations, including sensitivity training to assist operators to gain an insight into the special needs and obstacles that persons with disabilities may encounter while using public transportation pursuant to the AODA. More, specifically, the Town will provide the Operator with its Policy on Accessibility Requirements which shall be communicated to all employees having contact with the public on this contract;
 - 6.3.4.4 Instructions on wheelchair and scooter accommodation including instruction in the use of onboard securement and occupant restraint systems;
 - 6.3.4.5 Relevant regulations of the Ontario Highway Traffic Act (HTA);
 - 6.3.4.6 Familiarization with the operation of all vehicle types and related emergency equipment including, but not limited to, the operation of fire extinguishers and emergency exit windows and roof hatches;
 - 6.3.4.7 Driver rules and regulations applicable to the Service;
 - 6.3.4.8 Town guidelines and policies related to the Service, including the various standards under the "Accessibility for Ontarians with Disabilities Act" (customer standards, employment, transportation).
 - 6.3.4.9 Emergency procedures, including accident report writing;
 - 6.3.4.10 Communication procedures;
 - 6.3.4.11 Familiarization with the Service being provided (routes, hours of service and stops); and
 - 6.3.4.12 Familiarization with the Town including its social, education, medical and employment services, its tourism features and those transportation services not operated by the Operator in the Service Area.
- 6.3.5 Behind-the Wheel Training shall include at a minimum:
 - 6.3.5.1 Basic safe driving skills;

- 6.3.5.2 Controls, handling and manoeuvring of vehicles;
- 6.3.5.3 Pre-and-post trip inspection procedures as prescribed by the CVOR;
- 6.3.5.4 Driving instruction on all vehicles used for the Services operated under this contract;
- 6.3.5.5 Operation of two-way communication system;
- 6.3.5.6 Operation of any on-board AVL system, electronic automatic bus stop announcement system or on-board video camera system;
- 6.3.5.7 Operation of vehicle destination signs;
- 6.3.5.8 Night and early morning operation, as well as other limited visibility issues;
- 6.3.5.9 Operation of wheelchair and scooter lifts, ramps and occupant restraint systems;
- 6.3.5.10 Passenger assistance training, including boarding and disembarking persons who use wheelchairs and scooters under various conditions;
- 6.3.5.11 Accommodating passengers with Service Animals;
- 6.3.5.12 Inclement weather training; and
- 6.3.5.13 Operation of spill-kit, fire extinguisher, battery cut-out switch, unless located inside the engine compartment, and other emergency devices.

6.3.6 Professional Standards:

The Operator shall ensure that all of its drivers:

- 6.3.6.1 Deal in a courteous and professional manner with passengers at all times;
- 6.3.6.2 While on duty and in uniform, are not in possession, do not purchase, consume, or are under the influence of any narcotic, intoxicant (including alcohol), or harmful drug;
- 6.3.6.3 Do not smoke while inside or within 5 m of any transit vehicle entrances at any time and enforce this policy with passengers;
- 6.3.6.4 Do not operate any electronic equipment for personal use including cellular phones or portable radios while vehicles are in motion;
- 6.3.6.5 Are alert, well rested and fit for duty prior to the commencement of their shifts;
- 6.3.6.6 Are familiar with the routes, schedules and all other onboard devices;
- 6.3.6.7 Operate on prescribed routes and maintain time schedules. Should it become necessary to deviate from prescribed routings for any reason, the bus driver shall immediately notify the Operator's dispatcher;
- 6.3.6.8 Have an accurate visible time piece to assist in schedule adherence;
- 6.3.6.9 Are regularly assigned to Shuttle Service to ensure route familiarity and system continuity, and allow passenger recognition;
- 6.3.6.10 Are responsible for keeping their assigned vehicle tidy and clean as well as refraining from placing non-work related reading material on the dashboard during their shift;
- 6.3.6.11 Ensure that any hazardous items are not carried at any time;
- 6.3.6.12 Do not idle vehicles in excess of five (5) minutes;
- 6.3.6.13 Deploy or activate any wheelchair/kneeling/lift/ramp systems whenever requested to do so by a passenger at an accessible bus stop;
- 6.3.6.14 Reasonably accommodate any passenger, but shall have the right to refuse to carry in any vehicle, by declining to admit or ordering to leave the vehicle, any person who, in the opinion of the bus driver acting reasonably, is ill to the point of endangering the health of other passengers, intoxicated, boisterous, disorderly or profane, or who for any other reason may be offensive or dangerous to the bus driver or other passengers, or a risk to the property of passengers. If it is necessary to exercise the right to refuse or eject a passenger, the bus driver shall advise the Operator's dispatcher and if necessary, seek police assistance. An Incident report in the form attached as Schedule "J" shall be filed with the Operator, with a copy being immediately forwarded to the Town;
- 6.3.6.15 Allow the carriage of a Service Animal accompanying a person with a disability;
- 6.3.6.16 Ensure that large articles (including strollers, packages and carts) do not block normal passenger movement in the aisles. Non-folding and large objects such as bicycles may be accepted at the driver's discretion subject to passenger loading. Town policies may be updated from time to time;
- 6.3.6.17 As applicable, correctly display destination signs for the next trip after the last passenger stop of the previous trip and, when not available, display a visible sign or marker in the appropriate location in each vehicle, indicating the route and the terminating point toward which it is operating at any particular time;

- 6.3.6.18 Conduct data and survey collection as determined from time to time by the Town. Maintain a record of passengers carried on a per trip basis each day;
 - 6.3.6.19 Comply with the Highway Traffic Act and regulations thereunder including, but not limited to, the performance of daily pre-trip inspections recorded on forms obtained/created by the Operator, approved by the Town;
 - 6.3.6.20 Report any damage and/or deterioration in conditions at bus stops, shelters and benches to the Operator's dispatch office who shall advise the Town by email/ phone immediately;
 - 6.3.6.21 Report any safety related vehicle defects and system malfunctions immediately to the Operator's dispatcher, and report all other vehicle defects, at the conclusion of the driver's shift;
 - 6.3.6.22 Document and tag each lost item found on transit system vehicles, or at the Operations Facility or bus stops, using the form attached hereto as Schedule "I", indicating the route, vehicle number, date and time, and deliver all items to the Operator's dispatch office at the conclusion of the bus operator's shift, unless otherwise directed by the Operator's supervisory personnel;
 - 6.3.6.23 Effectively and coherently communicate in the English language including verbal communication with customers and others in the course of duties, comprehension of written instructions, policies and procedures and completion of any required written reports and forms; and
 - 6.3.6.24 Make verbal announcements to passengers for all bus stops, route adjustments, intersecting routes, major streets, including compliance with any and all legislated requirements in this regard, including the AODA.
- 6.3.7 The Operator shall provide each driver, at the Operator's expense, a uniform consisting of a jacket, shirt, and pants approved by the Town and ensure that the uniform dress is worn by each driver while on duty, except that jackets will not be required at such times of the year as local temperatures would mean discomfort to the driver.

6.4 VEHICLE MAINTENANCE

The Town requires complete vehicle maintenance services for all vehicles used for the Heritage Shuttle Service. The Operator shall be solely responsible for the proper maintenance (both preventative and corrective) of all vehicles under this Agreement.

Maintenance must be performed so as to ensure reliable delivery of the Services, professional image, minimal service interruptions, and maximum fleet availability. All routine maintenance, inspections and servicing shall be scheduled so as not to interfere with the scheduled Service. The Operator is responsible to have available any regularly used parts and any equipment required to Service, maintain and repair the transit vehicles in order to provide the Service.

The Operator shall comply with requirements contained in this Agreement as well as all Federal and Provincial legislative regulations applicable to passenger transit operations and fleet maintenance.

The Operator's responsibilities with respect to the maintenance of the bus fleet shall include, but not be limited to:

- 6.4.1 Maintaining, to the satisfaction of the Town acting reasonably, all vehicles provided and operated under this agreement as specified in Schedules "D" and "E", or as amended from time to time, in a clean, safe and reliable condition during the term of this Agreement to meet the requirements of the Shuttle Service. This shall include, but not be limited to, the performance of the servicing, standards, and preventative maintenance program set out in Schedule "D" and Schedule "E" to this Agreement and the matters referred to in this Agreement;
- 6.4.2 The Contractor shall install all related equipment in the acquired vehicle including, but not limited to: two-way communications, GPS, interior/exterior notice frames/boards, trash receptacles, daily inspection books, etc.
- 6.4.3 Performing all routine preventative maintenance, heavy repair, running repairs, servicing, roadside assistance, towing, tire services, body work of any type, and major and minor cleaning necessary to keep vehicles in a safe, reliable and well maintained condition, and assuring that all on-board systems are fully functional and operational. Documentation shall include the location where work was performed, whether on-site, or off-site, or both;
- 6.4.4 Performing inspections, servicing and repairs consistent with, and compliant to, any safety standards/regulations established by vehicle regulatory or licensing authorities such as the Ontario Ministry of Transportation (MTO);
- 6.4.5 Attending to in, a timely manner, in addition to performing regular maintenance inspections, all mechanical or other vehicle related items requiring cleaning, repair, replacement or adjustment, that may be reported by bus drivers, maintenance personnel or Town staff through pre and post trip inspections, road calls or change-offs, etc;
- 6.4.6 Ensuring that all vehicles, after the completion of Shuttle Services for the day and prior to entering Shuttle Service the following day, are cleaned in accordance with the minimum requirements for "Routine Servicing and Cleaning" outlined in Schedule "D";

- 6.4.7 Ensuring vehicle manufacturer's recommendations for maintenance and servicing are followed, including any supplements or service letters issued by the manufacturer prior to, or during the term of this Agreement;
- 6.4.8 Prior to commencing the Services under this Agreement, be competent in the maintenance requirements of the vehicles to be utilized;
- 6.4.9 Maintaining additional vehicles as required and supplied by the Town should, during the term of this Agreement, the Town acquire one or more vehicles to supplement or increase Shuttle Service. Should the additional vehicle(s) be acquired in a used condition by the Town, the Operator shall have the right and duty to inspect the condition of such vehicle(s) prior to placing them in Shuttle Service and the Town shall provide the Operator with a Certificate(s) of Mechanical Fitness;
- 6.4.10 Ensuring that warranty work, post delivery retrofits and recall notices generated by O.E.M's are promptly acted upon, completed and fully documented;
- 6.4.11 Keeping maintenance records of all work performed on a per vehicle basis. These records shall be subject to review by the Town at any time in accordance with 6.8
- 6.4.12 Ensuring that the coolant systems of the vehicles are filled with anti-freeze and that all fuel-fired pre-heaters are properly maintained;
- 6.4.13 Supplying and maintaining a spare parts inventory, including tires and any necessary tools required for the vehicles used by the Operator under this Agreement;
- 6.4.14 Using parts of a type and quality which comply with the manufacturer's specifications unless a substitute is approved by the Town;
- 6.4.15 Using only grades of fuel, oils, greases, fluids, etc., as specified by the vehicle manufacturer;
- 6.4.16 Performing emission control standards testing and servicing of the vehicles to meet Federal and Provincial regulations in effect during the term of this Agreement;
- 6.4.17 Ensuring, for passenger convenience and comfort that all interior lights are operational and that heating and air conditioning systems are maintained in accordance with O.E.M. maintenance requirements;
- 6.4.18 Maintaining in operable and safe condition, wheelchair lifts/ramps and vehicle air conditioning systems;
- 6.4.190 Overhauling non-structural equipment including but not limited to engines and transmissions as recommended by the O.E.M. and as required in accordance with best modern industry practices. All such maintenance shall be at the sole expense of the Operator;
- 6.4.20 Using best efforts to initiate repairs to vehicles involved in Accidents within five (5) business days with the repairs being completed as soon as feasible and in no case later than twenty (20) business days following the Accident. If a major Accident postpones prompt initiation of repairs, pending risk management/appraisal/adjuster authorization and/or assessment, or where the Town is satisfied, acting reasonably, that timely procurement of parts to effect repairs is beyond the control of the Operator, and ordering of such parts was done in a timely manner, the time period for repairs may be extended.
- 6.4.21 Assuming responsibility for all repairs to destination sign(s) on the vehicles and ensuring the operation of such sign(s) through regular inspection, servicing and routine and preventative maintenance of the vehicle destination sign(s) in accordance with O. E. M. instructions and specifications.
- 6.4.22 Not altering, adding or allowing any other party to alter or add to the vehicles or equipment in any way without the prior written approval of the Town;
- 6.4.23 Participating in a review of maintenance procedures with the Town as required from time to time to reflect changes in technology and or in industry standards for maintenance procedures.
- 6.4.24 Promptly paying amounts due to all suppliers and subcontractors engaged by the Operator for supply of materials/parts or performance of any aspects of vehicle maintenance.

6.5 OPERATION AND MAINTENANCE FACILITY

- 6.5.1 The Operator shall provide a fully functional maintenance facility. The facility may be rented and/or subcontracted by the Operator. The facility shall be located within a maximum travelling time of ninety (90) minutes from the Fort George Tour Bus Parking Lot in the Niagara-on-the-Lake Heritage District. At the time of signing of this agreement, facilities are located at (specify address)
- 6.5.2 The Operator will enter into an agreement with a fuel supplier for the provision of a fuel storage/fuelling facility and dispensing equipment within the boundaries of the Town of Niagara-on-the-Lake.
- 6.5.3 The Operations and Maintenance Facility shall be equipped to provide running-repairs. The Operator shall be responsible for commissioning and equipping the facility with all the necessary equipment and furniture for administrative, operations and maintenance activities in order to

ensure proper maintenance of vehicles and equipment in accordance with manufacturer's specifications.

- 6.5.4 The Operations and Maintenance Facility and all vehicle storage area(s) used by the Operator shall be maintained in compliance with all Provincial, Regional and municipal laws and requirements, to accommodate the vehicles required for the Shuttle Service for the duration of this Agreement, being the vehicles identified in Schedule "B", or as that schedule is amended from time to time.
- 6.5.5 The Maintenance Facility shall have:
- a. adequate secure storage to accommodate Operator-owned vehicles undergoing maintenance for the duration of this Agreement;
 - b. adequate and secure parking for staff and visitors;
 - c. sufficient building space to accommodate maintenance support staff and parts;
 - d. a secondary power supply; and
 - e. a waste oil facility or other approved method for disposal; and
 - f. exterior lighting.
- 6.5.7 The Operator shall permit and allow access to Town staff to inspect the Operations and Maintenance Facility at all times during the term of this Agreement.
- 6.5.8 The Operator shall be responsible for the security of the facility and the vehicles being stored or maintained at the facility. The Operator shall provide and maintain security measures, including but not limited to fencing as required.
- 6.5.10 All costs associated with the operation of the Operations and Maintenance Facility including, but not limited to: maintenance, taxes, insurance, and security are the sole responsibility of the Operator.

6.6 TOWN'S RESPONSIBILITIES

The Town's responsibilities will be:

- 6.6.1 Determining the routes and transfer points for the Shuttle Service set forth in Schedule "A" or as amended from time to time and providing check point times for such routes;
- 6.6.2 Specifying the days, hours and frequency of operation, and the number of route operational vehicles required for the Shuttle Services as set forth in Schedule "B", or as amended from time to time, and on-going service planning and route scheduling.
- 6.6.3 Establishing the maintenance requirements for the Operator;
- 6.6.4 Establishing on-board policies and by-laws including, but not limited to, the safe and effective operation of Town-owned vehicles, the carriage of Service Animals, large packages or items, bicycles and hazardous items;
- 6.6.5 Performing overall marketing of the Shuttle Service (including printing of public route maps and schedules at the Town's expense);
- 6.6.6 Paying to the Operator the payments arising under the provisions of this Agreement Shuttle Service Hours;
- 6.6.7 Administration and ongoing monitoring of the Services and information provided under this Agreement including analyzing data supplied by the Operator at the request of the Town, or obtained through rider surveys;
- 6.6.8 Endeavouring within the Town's jurisdiction to:
1. Prohibit car parking at bus stops and enforce such prohibition;
 2. Notify the Operator of impending construction projects or other factors which may necessitate a temporary detour from the route;
 3. Keep roads and streets in reasonable repair and clear of ice and snow in accordance with the Town's and local municipalities' prevailing service standards; and
 4. Cut tree limbs and remove any obstructions to vehicles or driver's vision.
- 6.6.9 Erecting bus stop signs, shelters and benches and designating areas where passengers are permitted to wait for vehicles;
- 6.6.10 Supplying destination sign display information for vehicles.
- 6.6.11 Determining compliance with the requirements of this Agreement;
- 6.6.12 Ensuring that Town staff dealing with the Operator perform to the same standard of conduct and professionalism as are required of the Operator and its personnel.

6.7 DATA COLLECTION AND REPORTING

- 6.7.1 Data to be collected by the Operator shall be submitted on the forms provided in the attached Schedules, as amended from time to time by the Town. The Operator shall be responsible for printing all report forms required.
- 6.7.2 All data provided by the Operator to the Town is understood to be complete and accurate. The Operator shall collect all data and provide the Town with the required information on forms developed by the Town.
- 6.7.3 All Accidents and any Incidents of a serious nature are to be reported to the Town immediately by telephone directly to designated Town staff during regular business hours and by email to designated email addresses at the Town. Accidents and Incidents are to be documented using the forms attached as Schedule "L" and Schedule "J". Blank forms shall be carried on all vehicles at all times and all drivers shall be trained in their use.
- 6.7.4 The Operator shall submit all reports electronically. All data reports shall be submitted as Microsoft Excel files. All other reports shall be submitted as Microsoft Word, Microsoft Excel, or PDF formats. The Operator shall be required to scan documents.
- 6.7.5 The Operator shall provide weekly reporting of ridership data to the Town.

6.8 TOWN INSPECTIONS

- 6.8.1 Town staff, or an inspector(s) authorized by the Town, shall have the right to inspect the Operator's operating and maintenance records as they relate to the provision of the Service, the vehicles, the operation of same, the inventory of spare parts and the Operator's maintenance and storage facilities. The Town shall also have the right to review quarterly a copy of the CVOR abstract covering the operation of all vehicles in the Service for this Agreement. These inspections may be conducted, at the discretion of the Town, at any time where reasonable notice is given and will be conducted during normal business hours, when possible (except for operations inspection which may occur during all hours of Shuttle Service operation). Town staff and authorized inspector(s) shall abide by the Operator's health and safety policies at all times while on the Operator's premises. The Operator shall provide adequate cooperation to any Town staff or inspector(s) assigned by the Town to permit the inspector(s) to determine the Operator's conformity with the requirements contained in this Agreement, the accuracy of reports and data provided by the Operator, and the adequacy of the Services being provided. All inspections by the Town shall be conducted in a manner that does not interfere with the Operator's ability to perform.
- 6.8.2 If an inspection reveals that the Services performed or information provided by the Operator are not in conformity with requirements of this Agreement, the Town may exercise its rights as outlined in 6.23.

6.9 MISSED SERVICE

- 6.9.1 The Operator shall immediately notify the Town and confirm in writing, any missed Service arising from Missed Trips, road calls, detours, changes in the routes or extraordinary delays caused by any abnormal or emergency factors.
- 6.9.2 In case of a mechanical failure or an Accident or Incident which puts a vehicle out of service, the response time for a standby vehicle to resume the Shuttle Service shall not exceed ninety (90) minutes. It is the Operator's responsibility to store standby vehicles in such a location as to ensure that out of service time will be minimal.

6.10 CUSTOMER SERVICE PROCEDURES

- 6.10.1 The Operator shall provide a customer call centre for the purposes of receiving customer calls including, but not limited to, scheduling information, registering and answering complaints, trip planning inquiries and lost and found.
- 6.10.2 The Operator shall have a customer hotline (phone line), which will be the main contact for transit inquiries. This phone number will be published on all methods of communication by the Town.
- 6.10.3 All complaints related to route, budget, and administration, shall be forwarded to the Town's designated official for response.
- 6.10.4 All complaint calls received by the Town related to route deviation, bus driver behaviour, bus driver operation of vehicles and vehicle maintenance and cleanliness shall be recorded and relayed to the Operator's designated representative for immediate investigation and response by the Operator.
- 6.10.5 When Town staff report a complaint to the Operator, the Operator shall be provided, if applicable, with the name, address, telephone number, bus number, location and time of complaint, together with the type of complaint and any action required in response to the complaint.
- 6.10.6 All customer calls going directly to the Operator shall be logged in the same manner as outlined in 6.10.5
- 6.10.7 Complaints of a sensitive nature, as determined by the Town, shall be immediately dealt with at the Operator's managerial level. The Operator's dispatch shall relay complaints immediately to their supervisors so that they may respond while the transit vehicles are still in the area of the complaint, if applicable.

- 6.10.8 Investigation of all complaints shall commence immediately on being received by the Operator. Written responses to all complaints, after investigation by the Operator, shall be effectively provided and to the satisfaction of the Town, within three (3) business days following the receipt of the complaint.
- 6.10.9 The Town and Operator shall keep statistics of all complaints, and provide a summary for discussion at bi-annual meetings between the Town and the Operator.
- 6.10.10 A protocol will be developed between the Operator and Town staff to ensure that all customer complaints and comments are received by the Town and dealt with by the Operator, as appropriate. The Town will create an on-line customer feedback service on the Town's website along with a number to call.

6.11 CHANGES IN SERVICE

- 6.11.1 The Town has the authority to increase/reduce Shuttle Service Hours, or change the route and timetable specifications as per 6.6.1 and 6.6.2 by giving the Operator thirty (30) days notice in writing. The increase or decrease in Shuttle Service Hours shall be calculated by the Town.
- 6.11.2 Minor service changes that do not impact Shuttle Service Hours shall be accepted and implemented given five (5) calendar days notice, in writing.

6.12 DEADHEADING

- 6.12.1 No Deadhead or layover allowances are provided for within the terms of this Agreement.

6.13 ACCESSIBLE ROUTES AND SERVICES

- 6.13.1 Only accessible (wheelchair lift-equipped, or low floor ramp-equipped vehicles) shall be operated.

6.14 AUDITS

- 6.14.1 The Town shall have the right to audit all books and records (in whatever form they may be kept, whether written, electronic or other) relating or pertaining to this Agreement including any and all documents and other materials, in whatever form they may be kept, which support or underlie those books and records, kept by or under the control of the Operator, including, but not limited to those kept by the Operator, its employees, agents, assigns, successors and subcontractors. The Operator shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this Agreement and for at least two years following the completion of this Agreement, including any and all renewals thereof. The books and records, together with the supporting or underlying documents and materials shall be made available, upon request, to the Town, through its employees, agents, representatives, contractors or other designates, during normal business hours at the Operator's office or place of business.

This Section shall not be construed to limit, revoke, or abridge any other rights, powers, or obligations relating to audit which the Town may have by Federal, Provincial, or municipal statute, ordinance, regulation, or agreement, whether those rights, powers, or obligations are express or implied.

- 6.14.2 Town representatives may, without prior notice, ride in all vehicles to ensure compliance with the terms of this Agreement.

6.15 CHARTERS, PROMOTIONAL AND OTHER EVENTS

- 6.15.1 In addition to the Shuttle Service, should the Town request the operation of charters, promotional or other events, including emergency transportation during a disaster or public emergency occurrence in the Service Area the Operator shall supply the vehicle(s) and where applicable, the bus driver(s) as specified by the Town.
- 6.15.2 In cases where the Operator's bus driver(s) are required to operate and attend the vehicle for such additional Services, compensation to the Operator shall be at the Shuttle Service Hourly Rate identified in Schedule "C" . A three (3) hour minimum, payable at the Shuttle Service Hourly Rate, shall apply.
- 6.15.3 Charter services, promotional or other events shall not interfere with, or jeopardize, the provision of Shuttle Service unless otherwise authorized by the Town.
- 6.15.4 The Town shall endeavour to provide a minimum of two (2) days notice prior to the operation of these events.
- 6.15.5 For all such requests, the Operator shall be required to perform a complete interior and exterior cleaning of the vehicle(s) prior to the event at no cost to the Town.

6.16 COMMUNICATIONS, POSITION TRACKING AND SECURITY EQUIPMENT

- 6.16.1 The Operator shall provide a reliable two-way communications system preapproved by the Town, and in accordance with Provincial legislation (Bill 118). This system shall provide clear communications throughout the Service Area between the vehicles in Service and the Operator's dispatch centre, mobile supervisors, service vehicles and Town staff. All costs associated with this system shall be the sole responsibility of the Operator, and shall include, but not be limited to, the purchase of communication hardware and required appurtenances, installation, maintenance and radio licensing if necessary.

- 6.16.2 The Operator shall supply the Town with the means to contact dispatch, drivers, and/or direct contact, as may be necessary during all Service hours, and for one-half hour before and one-half hour after the scheduled Service Hours.
- 6.16.3 The Operator shall be aware of Industry Canada's Redeployment Plan for Spectrum Efficiency and shall ensure that its System is compliant in order that no interruption or substandard communication is experienced.
- 6.16.4 The operator shall provide a GPS (Global Positioning System) tracking system preapproved by the Town for every vehicle in Shuttle Service, and make real-time and archival tracking data available to Town staff. All costs associated with this system shall be the sole responsibility of the Operator, and shall include, but not limited to, the purchase of GPS hardware and required appurtenances, installation, maintenance, subscription service and software.
- 6.16.5 The Town reserves the right to test and permanently install in the vehicles, other devices such as closed circuit camera devices, emergency alarms, bike racks etc. The Operator agrees to co-operate with the Town in the implementation and operation of these systems. The Operator shall not seek additional costs for the operation of such devices, but will not be responsible for additional costs associated with their implementation.

6.18 HEALTH AND SAFETY

- 6.18.1 The Operator shall adhere to all Occupational Health & Safety standards as set out in the Occupational Health and Safety Act and Regulations, as well as additional standards established by the Town and any applicable industry standards. The Operator shall instruct its staff with respect to the Town's Health & Safety Policies and Procedures as these affect a contractor providing service to the Town. The Operator agrees to assume full responsibility for enforcement of same.

6.19 LIAISON WITH TOWN

- 6.19.1 The Operator shall name a local representative(s) responsible for the Service who shall be accessible to the Town during the normal operating hours of Shuttle Service and have the authority to make decisions relating to the terms and conditions of this Agreement.
- 6.19.2 The Operator shall also provide an emergency contact list of representative(s) who have the authorization to make decisions at all times related to emergencies affecting the Service and requirements for emergency transportation utilizing transit vehicles.
- 6.19.3 The Town shall appoint a staff person as the Town's representative in the normal daily operation of the transportation system and to be responsible for maintaining records to be kept by the Town, and for vehicle inspection, maintenance inspection and any other duties as the Town may see fit to specify.
- 6.19.4 The Town's representative shall, in all cases decide every question which may arise relative to the performance of this Agreement and the decision shall be final and binding. The representative shall within a reasonable time, render a decision on any claims and questions by the Operator which may arise relative to the performance of the Service or the interpretation of this Agreement. Any claims and questions shall be submitted by the Operator to the representative in written form. The Operator shall immediately implement any directives issued by the representative.

Regardless of the nature of any claims or questions which are awaiting decision by the Town's representative, the Operator shall in all cases, operate the Service in accordance with the terms and conditions of this Agreement, and as directed by the Town's representative.

6.21 CONTRACT PAYMENT

- 6.21.1 The Operator shall submit a monthly invoice for the actual Shuttle Service Hours provided with Operator owned vehicles in the preceding month, at the rate set forth in Schedule "I" with a copy of the preceding month's operating records, setting out the hours operated with Operator owned vehicles.
- 6.21.2 The Town shall pay the Operator's monthly invoices, subject to the satisfactory review of the operating records and supporting documentation, within 15 business days. The Town will not process any invoices that are not supported with the preceding month's documentation.

6.22 INABILITY TO PERFORM

- 6.22.1 In the event that the Operator is at any time unable to provide:
 - 1. The Shuttle Service identified in Schedule "A", or as amended;
 - 2. Any expansion or alteration to the Shuttle Service pursuant to 6.11
 - 3. Any charters or special services outlined in 6.16; or
 - 4. The maintenance/repair of the vehicles specified in 6.4 and Schedule "E" and Schedule "F"
 - 5. An Operating Facility and/or Maintenance Facility as specified in 6.5
- 6.22.2 In the event of the default described in 1, 2, 4 and 5 in 6.22.1, the Town shall have the right to do any or one of the following, at the election of the Town:

1. Require the Operator to immediately take all necessary actions to perform in conformity with the requirements of this Agreement;
 2. Deduct from the Operator's monthly invoice, the reduced value of any of the Service not performed;
 3. Have the Service performed in conformity with the requirements of this Agreement by a third party and either deduct from the Operator's monthly invoice or charge the Operator any additional cost occasioned to the Town that is directly related to the non-performance of the Service;
 4. Draw upon the Letter of Credit identified and those funds so received shall be considered as liquidated damages in the hands of the Town; or
 5. Terminate this Agreement pursuant to the applicable provision of 6.23
- 6.22.3 The Operator is excused from its Service obligations under this Agreement during any period in which the Operator is prevented from providing the Service by an uncontrollable circumstance.

6.23 TERMINATION

- 6.23.1 The Town has the right, notwithstanding the termination date of this Agreement, to terminate this Agreement for any reason by giving the Operator six (6) months notice of its intention to terminate. The Town shall not be liable for costs or damages of any description caused to the Operator by such cancellation.
- 6.23.2 In the event of default by the Operator in performance of any of the Operator's obligations under this Agreement, and in addition to any other rights of the Town under the provisions of this Agreement and at law, the Town may give the Operator a written notice of termination of this Agreement, which notice shall set a termination date not less than forty five (45) days from the delivery of the notice and shall set out the particulars of the Operator's default(s). In the event that the stated default has not been rectified to the Town's satisfaction before the termination date stated in the notice, this Agreement shall terminate on such date.
- 6.23.3 The Town may terminate this Agreement on seven (7) days written notice to the Operator if the Operator fails to operate the Shuttle on seven (7) consecutive days for any reason except an Uncontrollable Circumstance.
- 6.23.4 At the termination date of this Agreement, as extended if applicable, if a new agreement has not been executed, all applicable terms and conditions of this Agreement will continue on a month by month basis until a new agreement is signed or until Service is terminated on thirty (30) days notice by either party.

7 GENERAL PROVISIONS

7.1 ENTIRE AGREEMENT

- 7.1.1 This Agreement constitutes the entire agreement between the parties hereto and supersedes all previous or contemporaneous communications, representations or agreements.
- 7.1.2 No modification or amendment of this Agreement shall be binding unless executed in writing by the parties hereto in the same manner as the execution of this Agreement.

7.2 INTERPRETATION

- 7.2.1 This Agreement shall be construed and enforced in accordance with the laws of the Province of Ontario and the laws of Canada applicable thereto and shall be treated in all respects as an Ontario contract.
- 7.2.2 Words importing the singular include the plural and vice versa. Words importing gender include both genders.
- 7.2.3 The captions and headings contained herein are for reference only and in no way affect this Agreement or its interpretation.
- 7.2.4 Each agreement and obligation of any of the parties hereto in this Agreement, even though not expressed as a covenant, is considered for all purposes to be a covenant.

7.3 ENUREMENT AND ASSIGNMENT

- 7.3.1 This Agreement, the schedules and all covenants shall enure to the benefit of and be binding upon the Town and Operator, and their respective successors, trustees or imposed administrators.
- 7.3.2 This Agreement cannot be assigned by the Operator without the express written consent of the Town, such consent not to be unreasonably withheld following full disclosure to the Town of all requisite particulars of the assignment and the assignee.

7.4 SURVIVAL

- 7.4.1 Wherever this Agreement contains an express obligation by one or more Parties to indemnify any other Party, such obligation to indemnify shall survive the completion or termination of this Agreement and continue in full force and effect.

7.5 WAIVER

7.5.1 No waiver, acquiescence or failure to enforce with respect to any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision (whether or not similar) and shall in no case constitute a continuing waiver or bar to future enforcement unless otherwise expressed or provided.

7.6 SCHEDULES

7.6.1 The schedules (“A” through “I”) attached hereto form an integral part of this Agreement.

7.7 NOTICES

7.7.1 Delivery Mode and Address. Any notice required to be or may be given or made by one of the parties hereto to the other, shall be in writing and shall be delivered in person, transmitted by facsimile or similar means of recorded electronic communication, or sent by ordinary or registered mail to the respective addresses of the parties hereto:

If to the Town of Niagara-on-the-Lake:

Town of Niagara-on-the-Lake
3 Lorraine Street
P.O. Box 100
Virgil, Ontario. L0S 1T0
Phone: (905) 468-3278
Fax: (905) 468-1722
Email: clerks@notl.com

If to the Operator:

Community Transport Group
1357 Niagara Stone Road or/
454 Mississagua Street #373, Box 1090
Niagara-on-the-Lake, Ontario. L0S 1J0
Phone: (905) 971-5783
Fax:
Email: caseymcnab@me.com

7.7.2 Time of Delivery. Any such notice shall be deemed to have been given and received on the day on which it was delivered or transmitted (or, if such day is not a Business Day, on the next following Business Day), or if mailed, on the third Business Day following the date of mailing; provided, however, that if at the time of mailing or within three (3) Business Days thereafter there is or occurs a labour dispute or other events which might reasonably be expected to disrupt the delivery of document by mail, any notice hereunder shall be delivered or transmitted by means of recorded electronic communications as aforesaid.

IN WITNESS WHEREOF the Town of Niagara-on-the-Lake and Operating Company have cause this Agreement to be executed by the affixing of their proper seals attested by the signature of the proper persons duly authorized in that behalf.

THE CORPORATION OF THE TOWN OF NIAGARA-ON-THE-LAKE

Lord Mayor, Mr. Gary Zalepa

Town Clerk, _____

COMMUNITY TRANSPORT GROUP

Casey McNab, President

Garrett Van Ipren, VP Finance

LIST OF SCHEDULES

- Schedule A -** Description of Transportation Services
- Schedule B -** Vehicles to be used for Transportation Services
- Schedule C -** Fares and Fare Policies
- Schedule D -** Routine Maintenance and Daily Servicing Sheet
- Schedule E -** Vehicle Manufacturer's Recommended Servicing Maintenance Program Record of Maintenance Form
- Schedule F -** Registry of Lost and Found Article
- Schedule G -** Incident Report
- Schedule H -** Accident Report
- Schedule I -** Contract Price

SCHEDULE A

DESCRIPTION OF TRANSPORTATION SERVICES AND ESTIMATED SHUTTLE SERVICE HOURS

1. HERITAGE SHUTTLE

This route is primarily intended for people using visiting charter buses but is open to everyone. The route, which is subject to change as required, is illustrated below. This seasonal service will consist of up to three buses, which, for the period of mid-May to late October will continuously shuttle passengers between the Fort George Tour Bus Parking Lot and the Court House, with no intermediate stops. The hours of service and number of buses in service by time of day will vary according to the demands of tour bus traffic arriving at the Fort George Tour Bus Parking Lot, an estimate of which is summarized below.

Group fares paid by the operators of tour and charter buses arriving at the Fort George Tour Bus Parking lot subsidize the shuttle service and individual passengers are not charged a fee for use of the Heritage Shuttle.

The following is the draft route schedule for the years 2023, 2024, 2025 and 2026. It is intended that this schedule will be finalized with the Operator each year prior to the commencement of the service.

Service will operate Monday to Sunday inclusive from approximately mid-April to late October each year (depending on seasonal visitor volumes and weather), according to the following draft schedule and estimate of vehicle requirements.

Draft Heritage Shuttle Schedule for 2023

From Date	To Date	TIMES	# OF BUSES	HOURS PER DAY	# OF DAYS	TOTAL HOURS
Heritage 1						
May 1, 2023	October 29, 2023	09:30 to 17:30	1	8	182	1,456
Heritage 2						
May 6 & 7, 13 & 14, 2023		11:00 to 17:00	1	6	2	12
May 20, 2023	October 22, 2023	11:00 to 17:00	1	6	156	936
Heritage 3 (Saturdays, Sundays & Stat Holidays only)						
May 20, 2023	October 9, 2025	13:00 am to 16:00	1	3	47	141
Total Estimated Shuttle Service Hours						<u>2,545</u>

Draft Heritage Shuttle Schedule for 2024

From Date	To Date	TIMES	# OF BUSES	HOURS PER DAY	# OF DAYS	TOTAL HOURS
Heritage 1						
March 29, 2024	November 3, 2024	09:30 to 17:30	1	8	220	1,760
Heritage 2						
March 29, 30 & 31, 2024		11:00 to 17:00	1	6	3	18
April 6 & 7, 13 & 14, 20 & 21, 27 & 28, 2024		11:00 to 17:00	1	6	8	48
May 4 & 5, 11 & 12, 2024		11:00 to 17:00	1	6	4	24
May 18, 2024	October 27, 2024	11:00 to 17:00	1	6	163	978
Heritage 3 (Saturdays, Sundays & Stat Holidays only)						
May 18, 2024	October 14, 2024	13:00 am to 16:00	1	3	49	147
Total Estimated Shuttle Service Hours						2,975

Draft Heritage Shuttle Schedule for 2025

From Date	To Date	TIMES	# OF BUSES	HOURS PER DAY	# OF DAYS	TOTAL HOURS
Heritage 1						
April 18, 2025	November 2, 2025	09:30 to 17:30	1	8	199	1,592
Heritage 2						
April 18,19 & 20, 26 & 27, 2025		11:00 to 17:00	1	6	5	30
May 3 & 4, 10 & 11, 2025		11:00 to 17:00	1	6	4	24
May 17, 2025	October 26, 2025	11:00 to 17:00	1	6	165	990
Heritage 3 (Saturdays, Sundays & Stat Holidays only)						
May 17, 2025	October 13, 2025	13:00 am to 16:00	1	3	49	147
Total Estimated Shuttle Service Hours						2,793

Draft Heritage Shuttle Schedule for 2026

From Date	To Date	TIMES	# OF BUSES	HOURS PER DAY	# OF DAYS	TOTAL HOURS
Heritage 1						
April 3, 2026	November 1, 2026	09:30 to 17:30	1	8	214	1,712
Heritage 2						
April 3, 4 & 5, 11 & 12, 18 & 19, 25 & 26, 2026		11:00 to 17:00	1	6	9	54
May 2 & 3, 9 & 10, 2026		11:00 to 17:00	1	6	4	24
May 16, 2026	October 25, 2026	11:00 to 17:00	1	6	163	978
Heritage 3 (Saturdays, Sundays & Stat Holidays only)						
May 16, 2026	October 12, 2026	13:00 am to 16:00	1	3	49	147
Total Estimated Shuttle Service Hours						2,849

The foregoing dates, days, hours and Shuttle Service Hour are estimates and subject to change in order to accommodate variances in visitor traffic, operating days or Council approval and will be finalized with the successful proponent prior to the start of service each year.

The Operator is also advised that the routing and purpose of this service may change subject to Council approval.

SCHEDULE B VEHICLES TO BE USED FOR TRANSPORTATION SERVICES

The Operator will be required to provide the necessary vehicles to meet the service levels specified in Schedule A. It is estimated that up to three (3) vehicles will be required for the Heritage Shuttle service. The Operator shall have available sufficient spare vehicles available to ensure the delivery of uninterrupted service. All vehicles shall be of the same design and manufacture and shall meet all specifications as outlined in the preceding agreement.

The preferred vehicle for use on the Heritage Shuttle services is a small, accessible “cut-way” style vehicle of an approximate length of 6.7 metres (22 feet) and capable of seating approximately 21 passengers with two wheelchair positions. Other sized vehicles will be considered providing they can navigate the tight turns into and out of the Court House Parking Lot bus bay (4 metres x 26 metres) with sufficient space to queue two (2) vehicles simultaneously in the bay.

The vehicle can be either diesel-powered, gasoline powered, propane powered, LNG powered meeting current emission standards, or a low to no emissions “green” vehicle capable of fulfilling all required functions and operating hours. In keeping with Town policies, a green vehicle is the preferred option.

Vehicles proposed for use are subject to Town approval. The “spare” vehicle must be compliant with the same criteria.

The vehicles must meet all Provincial and Federal vehicle certification and safety standards including Highway Traffic Act (HTA) Reg. 629 – Accessible Vehicles with at least 2 mobility aid positions in addition to meeting CMVSS and any other applicable legislation as well as comply with the accessibility requirements under the Accessibility for Ontarians with Disabilities Act (AODA) including provision of destination signs and stop announcement systems for visually and hearing-impaired individuals.

To accommodate persons with mobility restrictions, accessibility requirements for the proposed vehicle can be either a low-floor design with a ramp, or a high-floor design with a wheelchair lift. Examples of either vehicle type is illustrated below.

The vehicle must be fitted outside with changeable branding boards on both sides to display such signage as will be provided by the Town of Niagara-on-the-Lake (see sign frame example on high-floor design vehicle illustrated below).



High-floor design with wheelchair lift



Low-floor Design with ramp

Number of vehicles for Heritage Shuttle	=	up to 3
Number of Spare Vehicles (for both conventional and Heritage services)	=	1
Total Vehicles Required	=	4

SCHEDULE C FARES AND FARE POLICIES

HERITAGE SHUTTLE SERVICE

It is intended that no fare will be charged for use of the Heritage Shuttle Service.

The Town reserves the right to alter the fare levels, fare structure, to introduce zones and to offer fare reductions or to introduce alternate fare payment methods (tickets or passes) as it deems appropriate.

GRATUITIES

Bus drivers may accept gratuities if offered, however tips and gratuities may not be solicited from passengers or tour guides, either directly (by verbal request) or indirectly (by signage, the presence of a tip jar or other indications).

SCHEDULE D ROUTINE MAINTENANCE OF TRANSIT VEHICLES

In addition to the related maintenance in Schedule "E" the following items shall be part of the regular maintenance program:

- Wash vehicle exterior daily.
- Sweep/vacuum and clean vehicle interior daily.
- Wash vehicle interior weekly or sooner if required.
- Inspect interior for damage daily.
- Replace damaged seat liners immediately.
- Replace any burned out lights immediately.
- Inspect vehicle at start of each shift and report and repair damage or deficiency noted immediately.

On a quarterly basis, each vehicle is to be given a Special Clean.

Special Clean: A bus that is special cleaned is defined as having the following items performed immediately prior to being operated in service, in special service or placed on display:

- Exterior washed including inner portion of outside rear duals
- Floor swept and all loose debris collected from the floor and all locations, including transfer waste
- Gum, if any, removed from any surface
- Floor mopped
- Interior windows cleaned
- Dash and rear parcel shelf wet-wiped and cleaned
- Interior side walls, interior door panels, seat surfaces, and ceiling wet-wiped and cleaned
- Interior inspected for graffiti, cleaned off if applicable
- Stanchions wiped where necessary
- Inspection of interior prior to dispatch by senior staff member

Upholstery Cleaning - For any vehicles with padded fabric upholstered seats

- Vacuum seats as a minimum every 3 months
- Shampoo seats as a minimum annually

All servicing work shall be recorded on the following Daily Servicing Form.

TIRES

The Operator shall regularly check tires of all transit vehicles. Regrooving and retreading of tires on transit vehicles shall be in accordance with manufacturer's specifications. No tire shall be worn sufficiently that less than two thirty-seconds of the tread remains. Tires with blisters or severe cracks will be replaced by the Operator.

Tires which have reached the end of their life, as indicated by the tire manufacturer's agent shall be replaced by the Operator with new tires. Such new tires shall be equal in quality and design to the original tires.

BODY PANELS

The Operator shall inspect all body panels of all transit vehicles regularly.

All exterior aluminum panels which are scratched, dented or which have developed holes, either due to accidents or corrosion, will be replaced by the Operator.

All structural panels which are damaged will be replaced by the Operator.

All non structural panels having superficial scratches may, with approval of the Town's Director of Public Works or designated representative, be filled and repainted rather than replacing the complete panel.

All major dints or perforations in painted panels either from accidents or corrosion will be replaced by the Operator.

The wheel rims be kept clean and free from dirt and grease and repainted as required.

A copy of all maintenance records are to be sent every month to the Town.

Schedule F – Registry of Lost and Found Article

Property Tag No.	Item	Date Found	Found By
Unit No	Route	Location	
Received by Name and Signature		Name of Rider/Contact Information	
Date Submitted	Date Turned Over to Fort George Bus Lot Info Office		Date Donated and/or Destroyed
Returned by Name and Signature			
Item Description			
Contractor's Reply			
Claimed By		Date	
Handled By		Date	

Schedule G – Incident Report

Information			
Date of Incident		Time of Incident	
Contractor			
Name (of person reporting incident)		Operator No.	
Telephone (residence)		Telephone (business)	
Location Details			
Route			
Unit #		Direction	
Diagram on back of page?	Yes	No	
Incident Details			
Corrective Action(s) taken at time of Incident			
Recommendations (to correct and prevent future occurrences)			
Received by		Date	
Forwarded to Health and Safety	Yes	No	
Investigations			
Investigated by		Date	
Investigator Comments			
Investigators Signature			

Schedule H – Accident Report

Niagara-on-the-Lake Transit Vehicle Information			
Date of Accident		Time of Accident	
Contractor			
Operator Name		Operator No.	
Operators Licence No.		Licence Expiry Date	
Vehicle Unit #		Vehicle Licence Plate #	
Type of Vehicle		CVOR #	
Make		Model	
Year		# of Axels	
VIN #		# of Passengers	
Vehicle Damaged?			
Location of Damage			
Damage Description			
Niagara-on-the-Lake Transit Insurance Information			
Insurance Company			
Insurance Policy #			
Other Participating Vehicle Information (1)			
Name of Insured		Phone #	
Drivers Name			
Address			
Province		Postal Code	
Phone (Business)		Phone (Residence)	
Driver's Licence #		Licence Expiry Date	
Type of Vehicle			
Make		Model	
Year		Colour	
VIN #		# of Passengers	
Licence Plate #		Licence Plate Expiry Date	
Other Participating Vehicle Insurance Information (1)			
Insurance company		Insurance Agent	
Insurance Policy #			
Vehicle Damaged?			
Location of Damage			
Damage Description			

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Other Participating Vehicle Information (2)			
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Name of Insured		Phone #	
Drivers Name			
Address			
Province		Postal Code	
Phone (Business)		Phone (Residence)	
Driver's Licence #		Licence Expiry Date	
Type of Vehicle			
Make		Model	
Year		Colour	
VIN #		# of Passengers	
Licence Plate #		Licence Plate Expiry Date	




Other Participating Vehicle Insurance Information (2)			
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Insurance company		Insurance Agent	
Insurance Policy #			
Vehicle Damaged?			
Location of Damage			
Damage Description			

Accident – Other than with Another Vehicle	
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Collision with Wildlife?	
Vehicle Damaged?	
Location of Damage	
Damage Description	

Collision with Fixed Object?	
Site of Fixed Object	
Vehicle Damaged?	
Location of Damage	
Damage Description	

Information About the Accident			
Intersection			
Speed Limit			
	Niagara-on-the-Lake Vehicle 	Vehicle 2 	Other 
Direction of Travel			
Approximate Speed			
Brakes Applied			
Signal given			
Lane of Travel			
Position at Intersection			
Road and Weather Conditions			
Weather	Surface	Lighting	Road Description
Clear _____	Dry _____	Daylight _____	Straight _____
Cloudy _____	Wet _____	Dawn _____	Level _____
Fog _____	Muddy _____	Dusk _____	Curved right _____
Rain _____	Snowy _____	Dark _____	Curved left _____
Severe Rain _____	Icy _____	Street lights on _____	Grade up _____
Snow _____	Oily _____	No Street lights _____	Downgrade _____
Blizzard _____	Flooded _____	Bright sunlight _____	One-way _____
Sleet _____	Dirt _____	Headlights on _____	Two-way _____
Ice _____	Paved _____	Headlights off _____	Two lanes _____
Wind _____	Blacktop _____	Highbeam _____	Three lanes _____
High Wind _____	Gravel _____	Lowbeam _____	Divided hwy _____
Other _____	Other _____	Other _____	Other _____
Vehicles moved prior to police arrival		Police attend scene?	
Officer's name		Badge #	
Detachment		Statements given to Police	
Charges Laid?			
Attended a Collisions reporting centre?		Occurrence #	
Photos? (if yes, please attach)			

Information About the Accident		
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Name of Injured Persons	Address	Phone #
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Did ambulance attend the scene?	Yes	No
Name of Rescue Squad		
Name of Injured Taken by Ambulance		
Location where injured were taken		
Injured onboard vehicle?	Yes	No
Injured in other vehicles?	Yes	No
Injured pedestrians?	Yes	No
Other? Describe		
Was medical assistance offered?	Yes	No
Accepted or declined?		
Was first aid assistance offered?	Yes	No
Accepted or declined?		
Was first aid administered at the scene?	Yes	No

SCHEDULE I - CONTRACT PRICE

The contract price shall consist of an hourly rate (Chart A) plus fuel surcharge (Chart B) using the following formula:

$$\text{Contract price} = \text{cost per Shuttle Service Hour} + (\text{cost per Shuttle Service Hour} \times \text{fuel surcharge \%})$$

Contract prices are exclusive of HST.

CHART A – HOURLY RATE

Item	YEAR 1 May 1, 2023 to December 31, 2023	YEAR 2 January 1, 2024 to December 31, 2024	YEAR 3 January 1, 2025 to December 31, 2025	YEAR 4 January 1, 2017 to December 31, 2026	Total
Estimated Shuttle Service Hours	2,793	2,975	2,793	2,849	11,410
Cost Per Shuttle Service Hour	\$101.22	\$104.26	\$107.39	\$110.61	<i>N/A</i>
Total Annual Cost	\$282,707.47	\$310,173.50	\$299,940.27	\$315,127.89	
GRAND TOTAL - Shuttle Service Cost	\$1,207,949.13				

CHART B – FUEL SURCHARGE

This fuel surcharge chart will be updated annually by mutual agreement. Fuel costs will be based on the monthly average retail price for fuel (including tax) in the City of St. Catharines, Ontario.

The fuel surcharge percentage will be applied to the hourly Shuttle Service Hours as described in Chart A. The fuel surcharge will be based on the monthly average retail price for fuel (including tax) in the City of St. Catharines, Ontario.

Baseline (zero fuel surcharge) for all fuel types will be based on the average annual fuel price for the preceding calendar year.

For the purposes of this Agreement, the average fuel price for the applicable billing month shall be:

- For gasoline, diesel and propane fuel, retail fuel prices as reported on behalf of Natural Resources Canada at: <https://natural-resources.canada.ca/our-natural-resources/domestic-and-international-markets/transportation-fuel-prices/4593>
- For electric vehicles, surcharge is based on the average monthly electrical retail rate set by Niagara-on-the-Lake Hydro
- For hybrid and low/zero emission vehicles, propose a pricing model and national or provincial source for energy pricing for approval by the Town.

The following chart is provided AS AN EXAMPLE ONLY. Please submit your own chart as part of the RFP costing, which will be included in the Town's Agreement with the successful proponent.

Monthly Average Retail Price Per Litre (including taxes) for Diesel Fuel	Surcharge (%)
<\$1.10	0.00
\$1.10 to ≤\$1.15	0.80
>\$1.15 to ≤\$1.20	1.60
>\$1.20 to ≤\$1.25	2.40
>\$1.25 to ≤\$1.30	3.20
>\$1.30 to ≤\$1.35	4.00
>\$1.35 to ≤\$1.40	4.80
>\$1.40 to ≤\$1.45	5.60
>\$1.45 to ≤\$1.50	6.40
>\$1.50 to ≤\$1.55	7.20
>\$1.55 to ≤\$1.60	8.00
>\$1.60 to ≤\$1.65	8.80
>\$1.65 to ≤\$1.70	9.60
>\$1.70 to ≤\$1.75	10.40
>\$1.75 to ≤\$1.80	11.20
>\$1.80 to ≤\$1.85	12.00
>\$1.85 to ≤\$1.90	12.80
>\$1.90 to ≤\$1.95	13.60
>\$1.95 to ≤\$2.00	14.40

**Community Transport Group
Fuel Surcharge Chart 2023 to 2026
19-Apr-23**

Monthly Average Price Per Liter Diesel (including taxes) St. Catharines per Kalibrate Reports		Percentage Increase
1.251-1.30		0
1.301-1.35		1
1.351-1.40		2
1.401-1.45		3
1.451-1.50		4
1.501-1.55		5
1.551-1.60		6
1.601-1.65		7
1.651-1.70		8
1.701-1.75		9
1.751-1.80		10
1.801-1.85		11
1.851-1.90		12
1.901-1.95		13
1.951-2.00		14
2.001-2.05		15
2.051-2.10		16
2.101-2.15		17
2.151-2.20		18
2.201-2.25		19
2.251-2.30		20
2.301-2.35		21
2.351-2.40		22
2.401-2.45		23
2.451-2.50		24
2.501-2.55		25
2.551-2.60		26
2.601-2.65		27