

RENEWAL OF PUBLIC TRANSPORTATION AGREEMENT

BETWEEN:

THE CORPORATION OF THE TOWN OF NIAGARA-ON-THE-LAKE
(hereinafter referred to as the "Town")

and

NIAGARA PATIENT TRANSFER INC.
(hereinafter referred to as the "Operator")

WHEREAS:

The Town and Niagara-on-the-Lake Transit Ltd. entered into the Public Transportation Agreement dated February 13, 2012 for a term of three (3) years from the 1st day of April 2012 to the 31st day of March 2015 which was authorized by By-law 4527-12 passed by the Council of the Town on February 13, 2012 (the "Agreement");

Effective March 2, 2012 Niagara-on-the-Lake Transit Ltd. changed its name to Niagara Ground Transportation Ltd.;

The Town, Niagara Ground Transportation Ltd. and the Operator entered into the Assignment of Public Transportation Agreement dated September 16, 2013 which authorized by By-Law 4669-13 passed by the Council of the Town on September 16, 2013 (the "Assignment");

The Town and the Operator have agreed to extend the Term of the Agreement on the terms and conditions hereinafter set forth.

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

1. AMENDMENT OF PUBLIC TRANSPORTATION AGREEMENT

- 1.1 The Term of the Agreement is hereby extended for the period of thirty three (33) months from the 1st day of April 2015 to the 31st day of December 2017. For clarity, the Operator has one (1) remaining right to renew the Agreement in accordance with the terms set out in Section 5.3 of the Agreement.
- 1.2 The Town and the Operator agree that the paragraph in Section 5.2 of the Agreement shall be deleted in its entirety.

- 1.3 The Town and the Operator agree that the paragraph in Section 5.3 of the Agreement shall be deleted and the following paragraph substituted therefor:

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 renewal period and continue for thirty-six (36) months from that date, terminating on the 31st day of December 2020.

- 1.4 The Town and the Operator agree that the words in Section 6.1.7 of the Agreement, "Schedule 'E' " shall be deleted and the following words substituted therefor: "Schedules 'D' and 'E' ".

- 1.5 The Town and the Operator agree that the words in Section 6.1.24 (1) of the Agreement, "five million dollars (\$5,000,000.00)" shall be deleted and the following words substituted therefor: "eight million dollars (\$8,000,000.00)".

- 1.6 The Town and the Operator agree that the words in Section 6.1.24 (1) a. of the Agreement, "OPCF 5 Permission to Rent or Lease Automobiles" shall be deleted and the following words substituted therefor: "OFCF 5C Permission to Rent or Lease Vehicles".

- 1.7 The Town and the Operator agree that the words in Section 6.1.24 (1) b. of the Agreement, "OPCF 6F Combined Road and Passenger Hazard Limit" shall be deleted and the following words substituted therefor: "OFCF 6C Public Passenger Vehicles".

- 1.8 The Town and the Operator agree that the second-last paragraph only in Section 6.1.24 (1) of the Agreement shall be deleted and the following paragraph substituted therefor:

The Operator agrees that in all insurance policies covering loss of, or damage to, each of the transit 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).

- 1.9 The Town and the Operator agree that the words in Section 6.1.24 (2) e. of the Agreement, "Hostile Fire" shall be deleted and the following words substituted therefor: "Friendly Fire".

- 1.10 The Town and the Operator agree that the second-last paragraph only in Section 6.1.24 (4) of the Agreement regarding the right to self-insure shall be deleted.

- 1.11 The Town and the Operator agree that the first paragraph only in Section 6.1.25 of the Agreement shall be deleted and the following paragraph substituted therefor:

The Operator shall, at the time of signing this Agreement, provide for the protection and indemnification of the Town, security in the amount of one hundred thousand dollars (\$100,000.00) to secure the Operator's performance under this Agreement in connection with:

- Inability to perform, as described in 6.22.2 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.

- 1.12 The Town and the Operator agree that the first paragraph only in Section 6.1.26 of the Agreement shall be deleted and the following paragraph substituted therefor:

Prior to the commencing of any work or providing any Services under this Agreement, the Operator shall procure and maintain for the duration of the Agreement a Fidelity bond in the amount of ten thousand dollars (\$10,000.00) to secure all employees engaged in performing the work and to secure the collection and remittance of fare revenue. The cost of the Fidelity bond is the responsibility of the Operator.

- 1.13 The Town and the Operator agree that the paragraph in Section 6.2.1.1 of the Agreement shall be deleted and the following paragraph substituted therefor:

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 revenue-hours shall be calculated and billed by the Operator at the applicable Service Hour Rates then in effect for the service levels described in Schedule "A".

- 1.14 The Town and the Operator agree that the paragraph in Section 6.2.2 of the Agreement shall be deleted and the following paragraph substituted therefor:

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 Revenue Service and no other vehicles shall be used without the express written consent of the Town.

- 1.15 The Town and the Operator agree that the paragraph in Section 6.2.11 of the Agreement shall be deleted and the following paragraph substituted therefor:

Maintaining a lost and found service from which lost articles may be reclaimed by the general public at a location to be specified by the Town between the hours of 8:30 a.m. and 4:30 p.m. 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.

- 1.16 The Town and the Operator agree that the paragraph in Section 6.3.3.3 of the Agreement shall be deleted, and the following paragraph substituted therefor:

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.

2. AMENDMENT OF PUBLIC TRANSPORTATION AGREEMENT SCHEDULES

- 2.1 The Town and the Operator agree that "Schedule 'A' - Description of Transportation Services and Estimated Revenue Hours" of the Agreement shall be deleted and the Schedule "A" attached hereto shall be substituted therefor.
- 2.2 The Town and the Operator agree that "Schedule 'B' – Vehicles To Be Used For Transportation Services" of the Agreement shall be deleted and the "Schedule "B" attached hereto shall be substituted therefor.
- 2.3 The Town and the Operator agree that "Schedule 'E' – Vehicle Manufacturers Recommended Servicing Maintenance Program Record of Maintenance Form" of the Agreement shall be deleted and the Schedule "E" attached hereto shall be substituted therefor.
- 2.4 The Town and the Operator agree that "Schedule 'I' – Contract Price" of the Agreement shall be deleted and the Schedule "I" attached hereto shall be substituted therefor.

3. GENERAL

- 3.1 This Agreement shall be read together with the Agreement and the Assignment, and the parties confirm that, except as modified herein or in the Assignment, all covenants and conditions in the Agreement remain unchanged, unmodified and in full force and effect.
- 3.2 This Agreement shall enure to the benefit of and be binding upon the parties and their legal representatives, heirs, executors, administrators, successors and permitted assigns, as the case may be.

IN WITNESS WHEREOF the Parties have executed this Agreement this 23rd day of March, 2015.

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

Per:

Lord Mayor Pat Darte

Town Clerk Holly Dowd

We have authority to bind the corporation.

NIAGARA PATIENT TRANSFER INC.

Per:

Casey McNab – President

I have authority to bind the corporation.

SCHEDULE A - DESCRIPTION OF TRANSPORTATION SERVICES AND ESTIMATED REVENUE-HOURS

1. CONVENTIONAL TRANSIT

The conventional transit service is for the general public and will operate along a fixed route according to a pre-determined schedule. The service is to be operated with accessible (lift-equipped or low-floor, ramp-equipped) buses. Users will board buses at designated bus stops or at other locations as permitted by the Town along the route. The service will operate year-round, Monday to Saturday inclusive from 7:42 am to 6:47 pm with buses operating every 60 minutes. There will be no service on Sundays or Statutory Holidays unless otherwise determined by the Town.

Statutory Holidays are defined as: January 1st, Good Friday, Family Day (February), Victoria Day, July 1st, Civic Day, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day.

A preliminary schedule and estimate of operating days and hours of service is described herein but is subject to change.

WINTER TRANSIT

The draft "Winter Transit" route is illustrated in Exhibit A. One bus is projected to be required to operate this service based on a 60 minute round-trip time.

Winter transit service will run from mid-October to mid-May from the Old Town through Virgil and to Niagara College and back with the following proposed schedule and bus stops:

Old Town-Glendale								
(Mon-Sat except statutory holidays)								
OUTBOUND					INBOUND			
Leave Community Centre	Court House	Elden & Penner	Outlet Collection at Niagara	Arrive Niag. College Glendale	Leave Niag. College Glendale	Elden & Penner	Arrive Community Centre	Arrive Court House
7:42 AM	7:49	7:58	8:12	8:18	8:19 AM	8:32	8:40	--
8:42 AM	8:49	8:58	9:12	9:18	9:19 AM	9:32	9:40	--
and every 60 minutes until					and every 60 minutes until			
5:42 PM	5:49	5:58	6:12	6:18	6:19 PM	6:32	6:40	6:47 *

*Last trip only

BUS STOPS

WINTER ROUTE

Community Centre (hourly, 7:42 AM to 6:40 PM)

- Simcoe (east side) @ Anne
- John (south side) @ Victoria
- John (south side) @ King (Pillar and Post)
- King (east side) @ Veterans Ln (Memorial Park & Pool)
- Castlereagh (south side) @ Davy (300 Davy)
- Wellington (east side) @ Platoff (Festival Theatre)
- Picton St. @ Wallington (St. Vincent de Paul Church)

Court House (hourly, 7:49 AM to 5:49 PM)

- Queen St. (north side) @ Post Office
- Mississagua (west side) @ Johnson
- Mississagua (west side) @ Mary (Tim Hortons)
- Mississagua (west side) @ Anderson Lane
- Niagara Stone @ Garrison Village (Shoppers Drug Mart)
- Niagara Stone @ Hunter (Stone Road Village)
- Niagara Stone north of East & West Ln (Medical Centre)
- Niagara Stone @ East & West Line (Harvest Barn)
- Niagara Stone @ Pillitteri Estate Winery
- Penner @ Niagara Stone (Penner Home Hardware)

Elden @ Penner (hourly, 7:58 AM to 5:58 PM)

- Field (south side) @ Niagara Stone
- Niagara Stone @ Four Mile Creek (opposite Gale's Gas)
- Niagara Stone (west side) south of Line 2 (Reg. Pump Stn.)
- Niagara Stone @ Mulberry Lane (opposite Fruit Shack)

Outlet Collection at Niagara (hourly, 8:12 AM to 6:12 PM)

Niagara College Glendale (hourly, 8:18 AM to 6:18 PM)

- Glendale @ York (Hilton Garden Inn)
- Airport (east side) between York & Queenston
- Niagara Stone @ Mulberry (Fruit Shack)
- Niagara Stone @ Henegan (Virgil Business Park)
- Niagara Stone north of Four Mile Crk (Organic Gen Store)
- Field (north side) @ Niagara Stone

Elden @ Penner (hourly, 8:32 AM to 6:32 PM)

- Penner @ Niagara Stone (Stone Road Dental)
- Niagara Stone @ Mori Gardens
- Niagara Stone @ East & West Line (Joseph's Estate)
- Niagara Stone @ East & West Line (DSBN Resource Ctr)
- Niagara Stone @ Hunter (Oast House Brewery)
- Niagara Stone @ Garrison Village Dr. (Jackson-Triggs)

SUMMER TRANSIT

The draft "Summer Transit" route is illustrated in Exhibit B. Two buses are projected to be required to operate this service based on a 60 minute round-trip time for the Old Town-Glendale route and two 30

minute round-trips for the Heritage-Old Town Route, with connecting transfers at the Niagara-on-the-Lake Community Centre.

Summer transit service will run from mid-May to mid-October from the Old Town through Virgil and to Niagara College and back with the following proposed schedule and bus stops:

Old Town-Glendale (Mon-Sat except holidays)							
OUTBOUND				INBOUND			
Leave Community Centre	Elden & Penner	Outlet Collection at Niagara	Arrive Niag. College Glendale	Leave Niag. College Glendale	Elden & Penner	Arrive Community Centre	Arrive Court House *last trip only
7:48 AM	7:55	8:12	8:17	8:18 AM	8:38	8:45	--
8:48 AM	8:55	9:12	9:17	9:18 AM	9:38	9:45	--
and every 60 minutes until				and every 60 minutes until			
4:48 PM	4:55	5:12	5:17	5:18 PM	5:38	5:45	--
5:48 PM	5:55	6:12	6:17	6:18 PM	6:38	6:45	6:55 *

* Last trip only

Heritage-Old Town (Mon-Sat except holidays)					
OUTBOUND			INBOUND		
Leave Community Centre	Court House 1	Arrive Fort George	Leave Fort George	Court House 2	Arrive Community Centre
--	--	--	--	7:36 AM	7:45
7:48 AM	7:57	--	--	8:06 AM	8:15
8:18 AM	8:27	--	--	8:36 AM	8:45
and every 30 minutes until			and every 30 minutes until		
9:48 AM	9:57	10:02	10:02 AM	10:06	10:15
10:18 AM	10:27	10:32	10:32 AM	10:36	10:45
and every 30 minutes until			and every 30 minutes until		
5:48 PM	5:57	6:02	6:02 PM	6:06	6:18

* Times highlighted in red connect with a transfer at the NOTL Community Centre (14 Anderson Lane)

BUS STOPS	
SUMMER ROUTES	
OLD TOWN – GLENDALE	HERITAGE – OLD TOWN
<p>Community Centre (hourly, 7:48 AM to 5:48 PM)</p> <ul style="list-style-type: none"> Niagara Stone @ Garrison Village (Shoppers Drug Mart) Niagara Stone @ Hunter (Stone Road Village) Niagara Stone north of East & West Ln (Medical Centre) Niagara Stone @ East & West Line (Harvest Barn) Niagara Stone @ Pillitteri Estate Winery Penner @ Niagara Stone (Penner Home Hardware) <p>Elden @ Penner (hourly, 7:55 AM to 5:55 PM)</p> <ul style="list-style-type: none"> Field (south side) @ Niagara Stone Niagara Stone @ Four Mile Creek (opposite Gale's Gas) Niagara Stone (west side) south of Line 2 (Reg. Pump) Niagara Stone @ Mulberry Lane (opposite Fruit Shack) <p>Outlet Collection at Niagara (hourly, 8:12 AM to 6:12 PM)</p> <ul style="list-style-type: none"> Taylor (west side) north of Glendale (White Oaks) <p>Niagara College Glendale (hourly, 8:18 AM to 6:18 PM)</p> <ul style="list-style-type: none"> Glendale @ York (Hilton Garden Inn) Airport (east side) between York & Queenston Niagara Stone @ Mulberry (Fruit Shack) Niagara Stone @ Henegan (Virgil Business Park) Niagara Stone north of Four Mile Crk (Organic Gen Store) Field (north side) @ Niagara Stone <p>Elden @ Penner (hourly, 8:38 AM to 6:38 PM)</p> <ul style="list-style-type: none"> Penner @ Niagara Stone (Stone Road Dental) Niagara Stone @ Mori Gardens Niagara Stone @ East & West Line (Joseph's Estate) Niagara Stone @ East & West Line (DSBN Resource Ctr) Niagara Stone @ Hunter (Oast House Brewery) Niagara Stone @ Garrison Village Dr. (Jackson-Triggs) <p>Community Centre (hourly, 8:45 AM to 6:45 PM)</p>	<p>Community Centre (every 30 minutes, 7:48 AM to 5:48 PM)</p> <ul style="list-style-type: none"> Simcoe (east side) @ Anne John (south side) @ Victoria John (south side) @ King (Pillar and Post) King (east side) @ Veterans Lane (Memorial Park & Pool) Castlereagh (south side) @ Davy (Residence at 300 Davy) Wellington (east side) @ Platoff (Shaw – Festival Theatre) <p>Court House 1 (every 30 minutes, 7:57 AM to 5:57 PM)</p> <p>Fort George (every 30 minutes, 10:02 AM to 6:02 PM)</p> <ul style="list-style-type: none"> Wellington (east side) @ Picton/Queens Parade (Hospital) Byron (north side) @ Wellington Byron (north side) @ King (St. Marks Church Rectory) <p>Court House 2 (every 30 minutes, 7:36 AM to 6:06 PM)</p> <ul style="list-style-type: none"> Queen St. (north side) @ Post Office Mississagua (west side) @ Johnson Mississagua (west side) @ Mary (Tim Hortons) Mississagua (west side) @ Anne
<p style="writing-mode: vertical-rl; transform: rotate(180deg);">6:45 PM trip only</p> <ul style="list-style-type: none"> Simcoe (east side) @ Anne John (south side) @ Victoria John (south side) @ King (Pillar and Post) King (east side) @ Veterans Ln (Memorial Park & Pool) Castlereagh (south side) @ Davy (300 Davy) Wellington (east side) @ Platoff (Festival Theatre) Court House (6:55 PM) 	

Estimated Annual Transit Revenue-Hours = 4,678

(181 days of winter service @ 11.1 revenue-hours per day, plus 123 days of summer service @ 21.7 revenue-hours per day including shared Heritage Shuttle trips)

This estimate is subject to change according to demand or Council approval.

2. 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 in Exhibit C. 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 2015, 2016 and 2017. 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 April 1st to late October each year according to the following draft schedule and estimate of vehicle requirements. It is anticipated that the Operator may combine resources required for the Conventional Transit and Heritage Shuttle services to achieve vehicle and cost efficiencies.

Draft Heritage Shuttle Schedule for 2015

From Date	To Date	TIMES	# OF BUSES	HOURS PER DAY	# OF DAYS	TOTAL HOURS
Heritage 1						
April 1, 2015	November 1, 2015	10:00 to 18:00	1	8	214	1,712
Heritage 2						
April 3, 4, 5, 18, 19, 25 & 26, 2015		11:00 to 17:00	1	6	7	42
May 2, 3, 9 & 10, 2015		11:00 to 17:00	1	6	4	24
May 14, 2015	October 25, 2015	11:00 to 17:00	1	6	165	990
Heritage 3 (Sundays & Statutory Holidays only)						
May 17, 2015	October 12, 2015	13:00 am to 16:00	1	3	27	<u>81</u>
Total Estimated Revenue-Hours						<u>2,849</u>

Draft Heritage Shuttle Schedule for 2016

From Date	To Date	TIMES	# OF BUSES	HOURS PER DAY	# OF DAYS	TOTAL HOURS
Heritage 1						
March 25, 2016	October 30, 2016	10:00 to 18:00	1	8	220	1,760
Heritage 2						
March 26 & 27, 2016		11:00 to 17:00	1	6	2	12
April 16, 17, 23, 24 & 30, 2016		11:00 to 17:00	1	6	5	30
May 1, 7, 8, 14 & 15, 2016		11:00 to 17:00	1	6	5	30
May 19, 2016	October 23, 2016	11:00 to 17:00	1	6	158	948
Heritage 3 (Sundays & Statutory Holidays only)						
May 22, 2016	October 10, 2016	13:00 am to 16:00	1	3	26	<u>78</u>
Total Estimated Revenue-Hours						<u>2,858</u>

Draft Heritage Shuttle Schedule for 2017

From Date	To Date	TIMES	# OF BUSES	HOURS PER DAY	# OF DAYS	TOTAL HOURS
Heritage 1						
April 1, 2017	October 29, 2017	10:00 to 18:00	1	8	212	1,696
Heritage 2						
April 15, 16, 22, 23, 29 & 30, 2017		11:00 to 17:00	1	6	6	36
May 6, 7, 13 & 14, 2017		11:00 to 17:00	1	6	4	24
May 18, 2017	October 22, 2017	11:00 to 17:00	1	6	158	948
Heritage 3 (Sundays & Statutory Holidays only)						
May 21, 2017	October 9, 2017	13:00 am to 16:00	1	3	26	<u>78</u>
Total Estimated Revenue-Hours						<u>2,782</u>

The foregoing dates, days, hours and Revenue-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.



EXHIBIT A Winter Transit Route Map



LEGEND

	Old Town-Glendale & Evening Commuter		Airport
	Bus Terminals		Elementary School
	Hospital		Shaw Theatres
			Golf Course

* Map not shown to scale

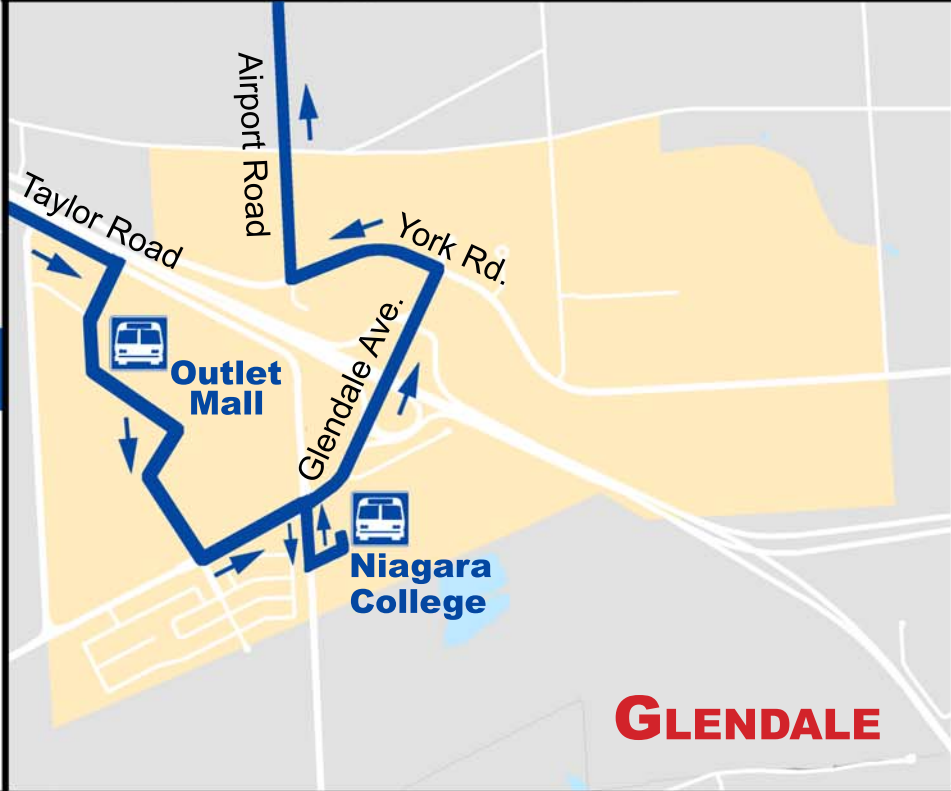




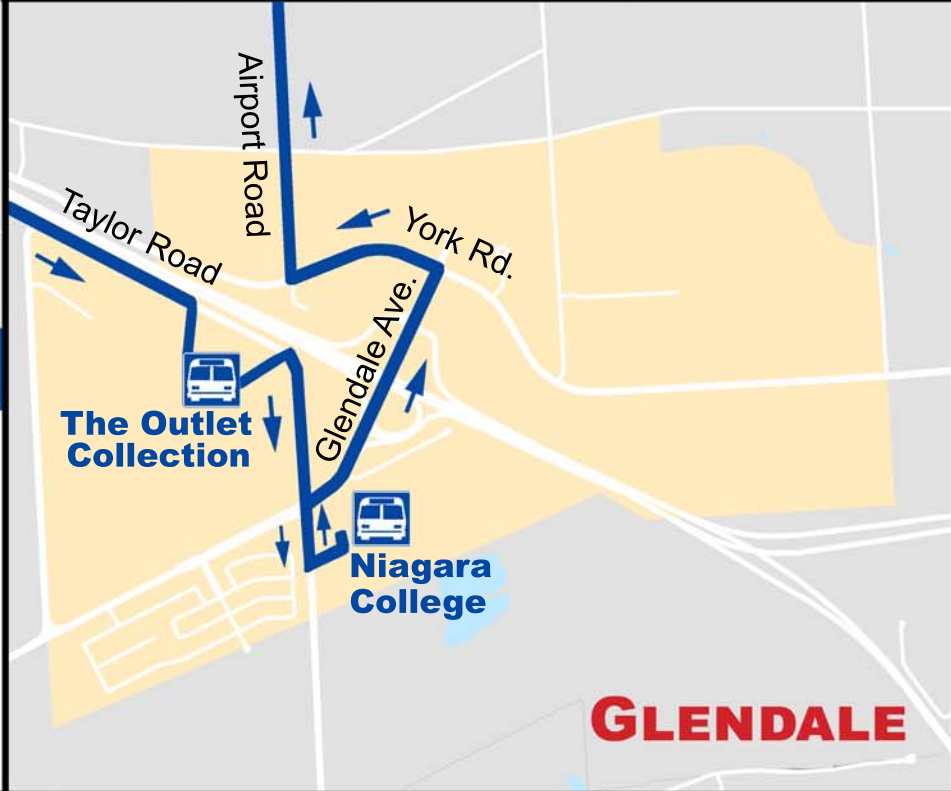
EXHIBIT B Summer Transit Routes Map



LEGEND

	Heritage - Old Town Route		Airport
	Old Town - Glendale Route		Elementary School
	Terminus or Transfer Point		Hospital
			Shaw Theatres

* Map not shown to scale



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 two (2) vehicles will be required to operate the conventional transit route and up to three (3) vehicles for the Heritage Shuttle service. Due to conventional transit days without revenue service, it is estimated that a combined fleet of up to four (4) vehicles will be required to provide both services. 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.

The preferred vehicle for use on the Conventional and 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.

The vehicle can be either diesel-powered, meeting the latest emissions standards, or a gasoline-powered vehicle.

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.



High-floor design with wheelchair lift



Low-floor Design with ramp

Number of vehicles for Conventional Transit Route = up to 2

Number of vehicles for Heritage Shuttle = up to 3

Number of Spare Vehicles (for both conventional and Heritage services) = 1

Total Vehicles Required = 5

SCHEDULE I - CONTRACT PRICE

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

$$\text{Contract price} = \text{cost per revenue-hour} + (\text{cost per revenue-hour} \times \text{diesel fuel surcharge \%})$$

Contract prices are exclusive of HST.

CHART A – HOURLY RATE

Transportation Service	YEAR 1 April 1, 2015 to December 31, 2015	YEAR 2 January 1, 2016 to December 31, 2016	YEAR 3 January 1, 2017 to December 31, 2017	Total Cost
Conventional transit service Cost including Supply of Vehicles (Estimated annual revenue-hours = 4,678)	VEHICLES AND SERVICING COSTS PAID BY NIAGARA PATIENT TRANSFER INC.			
Cost Per Revenue-Hour	\$54.60	\$56.24	\$57.93	
Total Cost	\$255,419	\$263,091	\$270,997	\$789,507
Heritage Shuttle Service Cost including Supply of Vehicles (Estimated annual revenue-hours - 2,830)	VEHICLES AND SERVICING COSTS PAID BY NIAGARA PATIENT TRANSFER INC.			
Cost Per Revenue-Hour	\$49.82	\$51.31	\$52.85	
Total Cost	\$140,991	\$145,207	\$149,566	\$435,764
GRAND TOTAL - Conventional and Shuttle Annual Cost	\$396,410	\$408,298	\$420,563	\$1,225,271

CHART B – FUEL SURCHARGE

The fuel surcharge will be based on the monthly average retail price for diesel fuel (including tax) in the City of St. Catharines, Ontario.

For the purposes of this Agreement, the average diesel fuel price for the applicable billing month shall be as reported on behalf of Natural Resources Canada at: <http://kentreports.com/wpps.aspx>.

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