SPECIAL MEETING – Environment, Transportation & Public Safety Standing Committee

Date: Thursday, August 4, 2022
Time: 11:00 o'clock a.m.

Location: Council Chambers, 1st Floor, Windsor City Hall

All members will be participating electronically and will be counted towards quorum in accordance with Procedure By-law 98-2011 as amended, which allows for electronic meetings. The minutes will reflect this accordingly.

MEMBERS:
Ward 1 – Councillor Fred Francis

Ward 2 – Councillor Fabio Costante

Ward 4 – Councillor Chris Holt (Chairperson)

Ward 8 – Councillor Gary Kaschak

Ward 9 – Councillor Kieran McKenzie

ORDER OF BUSINESS

Item # Item Description

1. **CALL TO ORDER**

READING OF LAND ACKNOWLEDGEMENT
We [I] would like to begin by acknowledging that the land on which we gather is the traditional territory of the Three Fires Confederacy of First Nations, which includes the Ojibwa, the Odawa, and the Potawatomie. The City of Windsor honours all First Nations, Inuit and Métis peoples and their valuable past and present contributions to this land.

2. **DISCLOSURE OF PECUNIARY INTEREST AND THE GENERAL NATURE THEREOF**

3. **ADOPTION OF THE MINUTES OF THE ENVIRONMENT, TRANSPORTATION & PUBLIC SAFETY STANDING COMMITTEE**

4. **REQUEST FOR DEFERRALS, REFERRALS OR WITHDRAWALS**

5. **COMMUNICATIONS**

6. **PRESENTATIONS AND DELEGATIONS**

7. **COMMITTEE MATTERS**

8. **ADMINISTRATIVE ITEMS**

9. **TRANSIT BOARD ITEMS**

9.1. Town of LaSalle - Transit Service Agreement Renewal - City Wide (**S 51/2022**)

10. **ADOPTION OF TRANSIT BOARD MINUTES**

11. **QUESTION PERIOD**

12. **ADJOURNMENT**

THE CITY OF WINDSOR ONTARIO, CANADA

Council Report: S 51/2022

Subject: Town of LaSalle - Transit Service Agreement Renewal - City Wide

Reference:

Date to Council: August 4, 2022
Author: Tyson Cragg, Executive Director
Transit Windsor
519-944-4141 ext 2232
tcragg@citywindsor.ca
Transit Windsor
Report Date: April 18, 2022
Clerk's File #: MT2022

To: Mayor and Members of City Council

Recommendation:

That the Environment, Transportation and Public Safety Standing Committee, sitting as the Transit Windsor Board of Directors and City Council **RECEIVE** for information the update regarding transit services provided to the Town of LaSalle; and,

That Transit Windsor **BE AUTHORIZED** to update and renew the existing Agreement to another five-year term (September 1, 2022 – August 31, 2027) with the Town of LaSalle to provide a transit route that connects with services provided by Transit Windsor; and,

That the Chief Administrative Officer and City Clerk **BE AUTHORIZED** to sign the Agreement with the Town of LaSalle, satisfactory in form to the Commissioner of Legal and Legislative Services, in financial content to the Commissioner of Corporate Services, and in technical content to the Commissioner of Infrastructure Services and the Executive Director of Transit Windsor.

Executive Summary:

N/A.

Background:

In 2016, City Council approved Transit Windsor's recommendation outlined in report S145/2016 (CR534/2016) as follows:

1. *That the Corporate Leader of Transportation Services and the Executive Director of Transit Windsor **BE AUTHORIZED** to negotiate with the Corporation of the Town of LaSalle for Transit Delivery and Maintenance Services and to engage in any resulting contract negotiations.*

2. *That a subsequent report on the outcomes of the negotiations be prepared and submitted to the Transit Windsor Board of Directors and City Council with that report fully detailing the costs associated with the proposed service delivery and seeking any further approvals or authorizations that may be required from the Transit Windsor Board of Directors and City Council.*

In 2017, City Council approved Transit Windsor's recommendations, outlined in report S73/2017 (CR364/2017) as follows:

1. *That the Transit Windsor Board of Directors and City Council **RECEIVE** for information the update regarding negotiations for transit service with the Town of LaSalle.*
2. *That Administration **BE AUTHORIZED** to enter into a five year agreement (2017 – 2021) with the Town of LaSalle to provide a transit route that connects with services provided by Transit Windsor.*
3. *That the Chief Administrative Officer and City Clerk of the City of Windsor **BE AUTHORIZED** to sign the resulting contract with the Town of LaSalle, satisfactory in form to the City Solicitor, in financial content to the City Treasurer, and in technical content to the Office of the City Engineer and the Executive Director of Transit Windsor.*
4. *That City Council **APPROVE** the creation of a capital budget project for the purchase of two (2) fully equipped clean diesel buses which will be paid for by the Town of LaSalle on an annualized straight line basis of amortization over the twelve (12) year life of the bus, plus interest. In the event the contract is not renewed after five years, the Town of LaSalle would be responsible for payment of the full depreciated value of the buses based on the agreed methodology at the end of the five year agreement.*

This report is seeking approval from the Transit Windsor Board of Directors and City Council to authorize Transit Windsor to enter into another five-year agreement (September 1, 2022 – August 31, 2027) with the Town of LaSalle.

Discussion:

Service to LaSalle began in 2017 as a five-year pilot program. Recent discussions with Town Administration indicate that they are satisfied with the service provided and the route performance thus far, and wish to continue the agreement for another five-year term. Route 25 runs Monday-Saturday, excluding Sundays and holidays, and serves virtually all of the built-up area of the town. The route connects with other Transit Windsor service at the St. Clair College terminal. One bus services this route from Monday through Saturday, from 7:00 am to 7:00 pm, covering a 12-hour service day. During peak hours of service from Monday to Friday only, a second bus is added. In addition to Route 25, Route 7 (South Windsor) operates through parts of LaSalle enroute to the Morton Industrial area, also connecting at St. Clair College and Devonshire Mall.

The Town of LaSalle has experienced a range of ridership with its LaSalle 25 transit route. The annual ridership numbers from 2017-2021 are as follows:

- 2017 = 12,650
- 2018 = 31,264
- 2019 = 24,673
- 2020 = 8,441
- 2021 = 5,119

It should be noted that the route was implemented in September 2017. From September to December of 2017, there was an indication of strong ridership needs in the early stage of implementation. Peak ridership was experienced in 2018 and then showed a slight decline in 2019, pre-COVID. Based on the numbers, it is likely that the high ridership in 2018 resulted from riders testing out the new route. Ridership stabilized in 2019 as regular riders began to rely on the service to get to schools, shopping, appointments, etc. The ridership levels in 2020 and 2021 reflect the same level of ridership decline that other Transit Windsor routes experienced during the same time frame due to the COVID-19 pandemic.

Here are the percentages of ridership categories for 2018 and 2019 in terms of overall ridership:

	2018	**2019**
Fare Category		
Full-Fare Adult	22%	27%
Student	72%	67%
Senior	6%	6%

Student ridership is high on this route, and are primarily destined to St. Clair College.

Risk Analysis:

LaSalle has been an excellent partner in the deployment of regional transit services to surrounding communities in Essex County, and has been the catalyst for the successful establishment and discussions of implementation in other communities in Essex County. The risk of not renewing LaSalle's transit contract is multi-fold: loss of ridership from passengers being fed to the Transit Windsor system, and the loss of regional linkages and synergies facilitated by transit service being provided by a single carrier. The relationship between Transit Windsor and The Town of LaSalle has been successful in this regard, and to end the service now would place post-pandemic ridership recovery in jeopardy, as well as future transit agreements with other municipalities.

Climate Change Risks

Climate Change Mitigation:

Transit Windsor services account for 22% of the City of Windsor's corporate greenhouse gas (ghg) emissions and 72% of the corporate fleet ghg emissions. However, Transit Windsor provides for an overall benefit in community ghg emissions as public transportation supports the reduction in single occupancy vehicle trips.

As the buses that support the LaSalle service are City assets, they are included in the City's Corporate ghg inventory.

Climate Change Adaptation:

Transit Windsor is recognized as an important asset in the City's Climate Change Adaptation Plan. There are no climate change adaptation risks associated with continuing this agreement.

Financial Matters:

The existing Agreement between the Corporation and the Town allows for a renewal of an additional five-year term. The new proposed Agreement would be subject to the same terms and conditions, with the exception of pricing, which has been set at a rate of $66.04 for 2022 and is to be calculated annually based upon the formula as outlined below.

The revenue received on the LaSalle route is credited to the Town of LaSalle and Transit Windsor charges the Town of LaSalle based on the hourly rate and for fuel consumption, which is based on the average rack rate. The hourly rates in the current agreement were as follows:

Year	2017	2018	2019	2020	2021
Rate/Hour	$51.27	$54.34	$55.71	$60.50	$61.70

Since the initial five-year pilot agreement was entered into with the Town, there has been significant volatility in expenditures and an escalation in the inflation rate. With the current agreement expiring August 31, 2022, the new hourly rate for 2022 and starting on September 1, 2022 is $66.04. This represents a 7.03% increase from the 2021 contracted rate and takes into consideration increasing cost factors such as:

- Program support costs increased from 5% to 7% based on actuals.
- Salary increase from 2% to 2.25%, based on Collective Agreement.
- Consumer Price Index (CPI) increase from 2% to 4.39% based on 2021 CPI.
- Increase in Direct Transit Administration costs from $0.21 to $0.85. Additional administration salary has been added to reflect the actual time spent on planning and upkeep.
- The maintenance costs increase from $6.97 to $8.57 as a result of aging buses.

Thereafter, the new rate for future years will be the Consumer Price Index (CPI) of the preceding year applied to the existing rate for the year. For example:

1) **2023 NEW rate will be :**

   $66.04 *1.05 = $69.34 (assuming CPI for 2022 is 5%)

   RATE for 2023 = $69.34

2) **2024 NEW rate will be higher of:**

   $66.04 *1.07 = $74.19 (assuming CPI for 2023 is 7%)

   RATE for 2024 = $74.19

An additional clause has further been added to the new proposed contract as a way of protecting the City from future uncontrollable costs. In the event that there are any unexpected or uncontrollable costs incurred by the City, that are not covered by senior levels of government funding, the Town will be notified and will be billed, over and above the hourly rate, for the additional costs. Examples include but are not limited to future pandemics, pandemic related cleaning, long-term construction detours, etc.

The City's 2023 Operating budget will be adjusted appropriately to reflect any changes as a result of this contract.

Consultations:

Tony Ardovini, Deputy Treasurer Financial Planning

Sue Grimmett, Program Manager, Special Projects, City of Windsor

Poorvangi Raval, Acting Manager of Performance Management & Business Case Development, City of Windsor

Karina Richters, Supervisor, Environmental Sustainability & Climate Change, City of Windsor

Conclusion:

Based on the ridership reports that have been gathered during the first five (5) years, the ridership over the first contract period was positive and supports the need for Transit Windsor to continue to provide transit service to the Town of LaSalle. This business model has proven to be successful and Transit Administration strongly recommends the approval of the recommendations as detailed within this report so that we may continue to maintain the existing partnership.

Planning Act Matters:

N/A.

Approvals:

Name	Title
Tyson Cragg	Executive Director, Transit Windsor
Christopher Nepszy	Commissioner, Infrastructure Services
Joe Mancina	Commissioner, Corporate Services CFO/City Treasurer
Onorio Colucci	Chief Administrative Officer (A)

Notifications:

Name	Address	Email

Appendices:

Appendix A – LaSalle Transit Agreement

THIS AGREEMENT (the "Agreement") is dated as of September 1, 2022 (the "Effective Date")

BETWEEN:

TRANSIT WINDSOR (the "Corporation")

-and-

THE CORPORATION OF THE TOWN OF LASALLE (the "Town")

WHEREAS:

1. The Town wishes to provide transit services to its residents as described in this Agreement; and,

2. The Town and the Corporation agree that the Corporation will provide the transit service as described in this Agreement.

FOR GOOD AND VALUABLE CONSIDERATION THE PARTIES AGREE THAT THE RECITALS HEREIN ARE TRUE, AND AGREE AS FOLLOWS:

1.0 TERM AND TERMINATION

1.1 Term. This Agreement shall be for a term of five (5) years from the Effective Date, terminating on August 31, 2027

1.2 Renewal. This Agreement may be renewed for an additional five year period (the "Renewal Term") on the same terms and conditions with the exception of pricing which is to be agreed between the parties, upon the provision by the Town of at least 90 days' written notice to the Corporation of its desire to renew this Agreement at the end of the Initial Term.

1.3 Termination. This Agreement may be terminated on the provision of 120 days written notice, subject always to the provisions of Section 3.4 "Payment on Early Termination or Non-Renewal".

2.0 SCOPE OF SERVICES

2.1 Corporation's Obligation. During the term of this Agreement, the Corporation shall operate and maintain the transit service described in Appendix "A" (the "Services") along the route outlined in Appendix "B" (the "LaSalle Route").

2.2 Data Sharing: The Corporation shall share with the Town all ridership and other data pertaining to the Services reasonably available through its technology tools, including but not limited to the electronic fare box and Intelligent Transit System, upon request of the Town and subject to all applicable standards, procedures, and legislation. Such data will remain the property of the Corporation.

2.3 **Town's Obligations**. The Services shall be for the provision of transit by bus only and the Town shall be responsible for the provision and maintenance of all ancillary services, infrastructure, and equipment to support the Services, including but not limited to bus shelters, concrete pads, bus stop signage, and advertising on the buses and in bus shelters, seating, and maintenance of such elements. Where practical and for the purposes of uniformity and continuity, the parties shall consult with one another with respect to fulfilling the Town's obligations, however the Town shall retain the full discretion to fulfill its own obligations in the manner it sees fit.

3.0 PURCHASE OF BUSES

3.1 **Bus Purchase**. The Corporation previously purchased two new accessible clean-diesel buses, equipped with all components standard to the Corporation's buses as a condition of the previous 5-year agreement ending August 31, 2022 at a total cost of $1,259,175. The same buses will continue to be used for the 5-year term of this Agreement, inclusive of security cameras, bike racks, a two-way radio, electronic fare box, and Intelligent Transportation System technology.

Appendix C "LaSalle Transit Bus Purchase Schedules" outlines the remaining calculated depreciation amounts of the Town Route Buses on a straight line basis over twelve years.

3.2 **Bus Ownership.** The parties agree that the Town Route Buses shall be owned by the Corporation.

3.3 **Capital Repayment.** The purchase of the Town Route Buses will be paid by the Town on an annualized straight line basis of amortization over the twelve (12) year life of the bus, plus interest calculated at 2% of the outstanding unamortized value of the Town Route Buses. The buses were procured in March 2018 hence to date the town has been billed for amortization for 4.5 years (March 2018 to August 2022). The undepreciated amount as of end of August 2022 is $786,984.38. The Corporation will continue to charge the Town on a straight-line basis over the remainder of the amortization period of 7.5 years, including interest on the outstanding balance @ 2%.

3.4 **Payment on Early Termination or Non-Renewal.** In the event that the total term of this Agreement and any subsequent renewals is less than 10 years, the Town shall pay Corporation the foregone depreciation resulting from the total term being less than 10 years (the "Depreciation Payout Amount"). The Depreciation Payout Amount will be equal to the difference between the depreciation of the Town buses calculated on a declining balance versus depreciation of the Town buses calculated on a straight line basis, at the end of the initial term or date of early termination.

3.5 **Payment of Depreciation Payout Amount**. In the event that this Agreement and any renewal thereof shall terminate before the tenth anniversary of the Effective Date, the Town shall pay the Depreciation Payout Amount within 180 days of the termination of this Agreement.

3.6 **Future Uncontrollable Costs.** In the event that there are any future unexpected or uncontrollable costs incurred by the Corporation without a recovery from senior levels of government, the Town will be notified and billed for any reasonable additional costs. Examples include, but are not limited to: future pandemics, pandemic related cleaning, long-term construction detours, etc.

3.7 **Exclusivity**. Except where impracticable due to maintenance or repair issues, the Town Route Buses shall be used exclusively to provide the Services. If either of the Town Route Buses are unavailable, the Corporation may substitute a similar bus or buses from its fleet to provide the Services.

4.0 FINANCIAL

4.1 **Fares**. The Corporation's Board shall have the unfettered discretion to establish the fares to be charged to the riders, including any special rates, passes, agreements, or other fare structures. Notwithstanding this discretion, the Corporation's Board shall consult with the Town prior to establishing such fares.

4.2 **Collection of Fares**. Any fares collected on the LaSalle Route shall be credited 100% to the Town and any fares collected outside of the LaSalle Route be credited 100% to the Corporation, subject to section 4.3 – Bus Passes Used at St. Clair College and to section 4.4 – Bus Passes Used at University of Windsor.

4.3 **Bus Passes Used at St. Clair College**. Any fares collected at St. Clair College by way of monthly bus pass shall be credited 50% to the Town and 50% to the Corporation.

4.4 **Bus Passes Used at University of Windsor**. The Corporation and the Town agree that the sharing of any fares collected from the University of Windsor bus passes shall be determined by the Transit Services Review Committee for the school year beginning in September, 2022, and adopted by way of an amendment to this agreement.

4.5 **Payment of Fares.** Fares owing to the Town will be remitted monthly, within thirty (30) days of the previous month end.

4.6 **Hourly Rate:** The Corporation will provide the Services at an hourly rate, plus all applicable taxes, which shall include wages, benefits, insurance, claims cost, servicing, operating costs of technology enhancement, maintenance and repair of the Town Route Buses, and general administration, but which shall not include fuel cost. The hourly rate shall be in effect from the first day of September until the last day of August in each year of the Agreement. These hourly rates will be revisited each year before the start of the new contract year **.**
The new hourly rate for 2022 is $66.04.

The new rate for future years will be the Consumer Price Index (CPI) of the preceding year applied to the existing rate for the year.

For example:

1) <u>2023 NEW rate will be</u>

   $66.04 x Consumer Price Index @ 5% = $69.34 (assuming CPI for 2022 is 5%)
   RATE for 2023 = $69.34

2) <u>2024 NEW rate will be:</u>

   $69.34 x Consumer Price Index @ 7% = $74.19 (assuming CPI for 2023 is 7%)
   RATE for 2024 = $74.19

4.7 **Fuel Cost**: The Corporation shall fuel the Town Route Buses and the Town shall pay the Corporation the fuel usage cost based on the Corporation's monthly average cost for bulk clear diesel fuel.

4.8 **Invoices.** The Corporation shall issue a monthly invoice to the Town for the provision of the Services

and the fuel cost. The Corporation shall issue an annual invoice to the Town for the recovery of the annual capital repayment. Payment shall be due within thirty (30) days of the invoice date.

4.9 **Advertising Revenue**. Any revenue derived from advertising of any kind, including wraps, in and on Town Route Buses or in Town shelters within the geographic area of the Town shall be the Town's entirely. The Town shall have the sole right to sell advertising in and on the said Buses and shelters.

5.0 INSURANCE AND INDEMNITY

5.1 **Indemnification of Corporation**. The Town covenants and agrees that it shall at all times indemnify and save harmless the Corporation, the Corporation of the City of Windsor (the "City"), and all their Councillors, officers, servants and agents from and against all loss or damage, and from and against all actions, suits, claims and demands whatsoever which may be made or brought against the Corporation, the City, and their Councillors, officers, servants and agents resulting from any responsibility or obligation assumed by the Town in this Agreement.

5.2 **Indemnification of Town**. The Corporation covenants and agrees that it shall at all times indemnify and save harmless the Town, its Councillors, officers, servants and agents from and against all loss or damage, and from and against all actions, suits, claims and demands whatsoever which may be made or brought against the Town, its officers, servants and agents resulting from any responsibility or obligation assumed by the Corporation in this Agreement.

5.3 **Town's Insurance**. The Town shall provide, maintain and pay for General Liability Insurance with a limit of liability of no less than five million dollars ($5,000,000.00) per occurrence which shall be primary and non-contributing with, and not in excess of, any other insurance held or obtained by the Corporation which names the Corporation and The Corporation of the City of Windsor as an additional insured.

5.4 **Corporation's Insurance**. The Corporation shall provide, maintain and pay for Automobile Liability Insurance on all buses used to provide the Services with limits of no less than five million dollars ($5,000,000.00) per occurrence.

5.5 **Change/Cancellation**. The insurance provided by each party will not be changed or amended in any way to the detriment of the other party, nor cancelled, until thirty (30) days after written notice by registered mail of such change or cancellations has been delivered to the other party.

5.6 **Proof of Insurance**. Each party shall provide proof of insurance coverage in a form satisfactory to the other, acting reasonably, before the commencement of the Services. Each party shall be responsible for all losses within the deductible limit of their respective policies, when applicable.

6.0 NOTICE

6.1 Notices. Any notice or other communication to be given under this Agreement will be in writing and will be delivered, mailed by prepaid mail, sent by facsimile or email as follows:

To: Corporation

Transit Windsor
3700 North Service Road
Windsor, Ontario
N8W 5X2
Email: tcragg@citywindsor.ca

Attention: Chief Administrative Officer
Copy to: Executive Director, Transit Windsor

To: Town

The Corporation of the Town of LaSalle
5950 Malden Road
LaSalle, Ontario
N9H 1S4
Email: pmarra@lasalle.ca

Attention: Town Clerk
Copy to: Deputy CAO

All notices and other communications will:

(a) if delivered personally, be deemed to have been received upon receipt;

(b) if transmitted by email, be deemed to have been given on the next business day following the day they were sent; and

(c) if mailed, be deemed to have been given on the fifth (5^{th}) business day following the date they were mailed.

In the event of disruption of normal postal service, notice and other communications may be made by personal delivery, or email only.

7.0 QUALITY ASSURANCE AND DISPUTE RESOLUTION

7.1 **Transit Services Review Committee**. The parties agree to maintain the Transit Services Review Committee (the "Committee") whose function shall be to discuss and review the operation of the Services, including resolution of issues and consideration of improvements.

7.2 **Composition**. The Committee shall be composed of a maximum of six (6) members, consisting of three (3) employees of Transit Windsor and three (3) employees of the Town of LaSalle. The Committee may consult any other person as may be deemed appropriate by the Committee from time to time.

7.3 **Meetings.** The Committee shall be chaired by the Executive Director of Transit Windsor. Meetings shall be held at the call of the Chair, but shall be held at least two (2) times per year. Matters for discussion shall be circulated by means of written report at least ten (10) days before the meeting at which they will be discussed.

7.4 **First Meeting for New Term**. The first meeting of the Committee shall be held no later than December 31, 2022. At this meeting, the Committee shall establish its own procedures for calling meetings and receipt and distribution of materials.

7.5 **311 Service Tracking**. Both parties agree that the Corporation has established a separate 311 service tracking category to receive feedback on the Services. The aggregated 311 information shall be provided to the Committee at its quarterly meetings. However, in the event the feedback received deals with an item or issue relating to the Town's infrastructure, such information shall be provided to the Town as soon as possible, at no additional expense to the Town.

7.6 **Notice of Dispute**. In the event of a dispute requiring resolution, the party disputing any issue shall give notice in writing to the other of the issue in dispute.

7.7 **Internal Resolution.** The parties commit to make sincere efforts to promptly resolve any disagreements between them, at the lowest possible levels of authority and consistent with their respective rights and responsibilities and the objectives of this Agreement. If the parties cannot resolve matters between themselves, the matter shall firstly be referred to the Chief Administrative Officer of the Town and the Chief Administrative Officer of The Corporation of the City of Windsor for discussion and resolution.

7.8 **Arbitration**. If the Chief Administrative Officers are unable to resolve the issues in dispute within sixty (60) days of notice of the dispute, such issues shall then be referred to arbitration by a single arbitrator, if the parties are able to agree on such an arbitrator. If the parties are unable to agree on a single arbitrator, then the dispute will be arbitrated by a three-arbitrator panel with each party appointing an arbitrator of its choosing and a third arbitrator being chosen by the first two. The determination of the arbitrator(s), including any determination as to the responsibility for payment of the costs of the arbitration, shall be binding on the parties and their respective successors and assigns. The provisions of the *Arbitration Act* shall govern. Notwithstanding the foregoing, the parties are not prohibited from cross-claiming against each other or issuing a third-party action against the other, as they may see fit, in the context of any insurance litigation.

8.0 GENERAL TERMS

8.1 **No Partnership**. Nothing in this Agreement shall be construed in any way or for any purpose to create a partnership between the parties.

8.2 **Further Assurances.** The parties shall do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to its full extent.

8.3 **Assignment**. This Agreement and the rights and benefits hereunder may not be assigned by either party without the prior written consent of the other party, which consent shall be in the sole and absolute discretion of the non-assigning party.

8.4 **Privacy.** The parties that they are subject to the *Municipal Freedom of Information and Protection of Privacy Act* (the "Act"). Subject to the provisions of the Act, each party shall use reasonable efforts to safeguard the confidentiality of any information identified as confidential, but shall not be liable in any way whatsoever to one another if such information is disclosed based on an order or decision made under the Act or any other applicable legislation, including the *Municipal Act, 2001*.

8.5 **Force Majeure**. With the exception of the payment of monies due hereunder, no liability shall result from delay or non-performance of any obligations by the parties caused by an act of God, a terrorist act, flood, fire, tornado, war, labour unrest, equipment failure or shortage or similar circumstances beyond the reasonable control of the Town or the Corporation.

8.6 **Interest.** Any amounts unpaid when due will bear interest from the due date until the date of payment at the prime rate declared by the Bank of Nova Scotia from time to time, plus two percent (2%).

8.7 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

8.8 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the transactions described. There are no verbal representations, undertakings or agreements of any kind between the parties respecting the subject matter contained in this Agreement.

8.9 **Amendments**. No modification or amendment to this Agreement may be made unless agreed to by each of the parties in writing.

8.10 **Severability.** In the event that any provision of this Agreement shall be invalid, illegal or unenforceable, it shall not affect the validity, legality or enforceability of any other provision of this Agreement.

8.11 **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

8.12 **Survival**. The following terms shall survive the conclusion or other termination of this Agreement: 3.2, 3.3, 3.4, 3.5, 5.1, 5.2, 7.8, 8.4, 8.6, 8.7, 8.11.

IN WITNESS WHEREOF the parties have executed this Agreement.

TRANSIT WINDSOR

_____
Onorio Colucci
Chief Administrative Officer

_____
Steve Vlachodimos
City Clerk

We have authority to bind the Corporation

THE CORPORATION OF THE TOWN OF LASALLE

_____
Marc Bondy
Mayor

_____
Jennifer Astrologo
Town Clerk

We have authority to bind the Town

APPENDIX "A" - DESCRIPTION OF SERVICES

A.1 The Corporation shall be responsible to:

(a) own, operate, maintain, and repair the Town Route Buses in accordance with industry standards and manufacturer-recommended schedules and processes following delivery thereof;

(b) provide all necessary storage, maintenance, and repair facilities for the Town Route Buses and ensure that they are maintained in a clean and safe condition at all times;

(c) clean the Town Route Buses on a daily basis and perform service as required during off-peak hours;

(d) provide alternate buses in the event that one or both of the Town Route Buses are unavailable;

(e) hire, train, manage, supervise, and deploy all necessary staffing to fulfil the requirements of this Agreement and ensuring that staff comply with all federal, provincial, and municipal legislation, by-laws, standards, and regulations, as well as any Town policies brought to the attention of the Corporation and any applicable collective agreement(s) in the conduct of their functions;

(f) ensure that all Town Route Buses (including any substitutions therefor) comply with all applicable federal, provincial, and municipal legislation, by-laws, standards, and regulations, and that all safety inspections required by law are completed;

(g) respond to all claims, demands, and legal actions arising out of any responsibility or obligation assumed by the Corporation in this Agreement;

(h) collect and remit fares as outlined in this Agreement;

(i) remit a monthly invoice to the Town for the cost of Services on an hourly basis and the cost of fuel;

(j) remit an annual invoice to the Town for the Capital Repayment of the Town Route Buses;

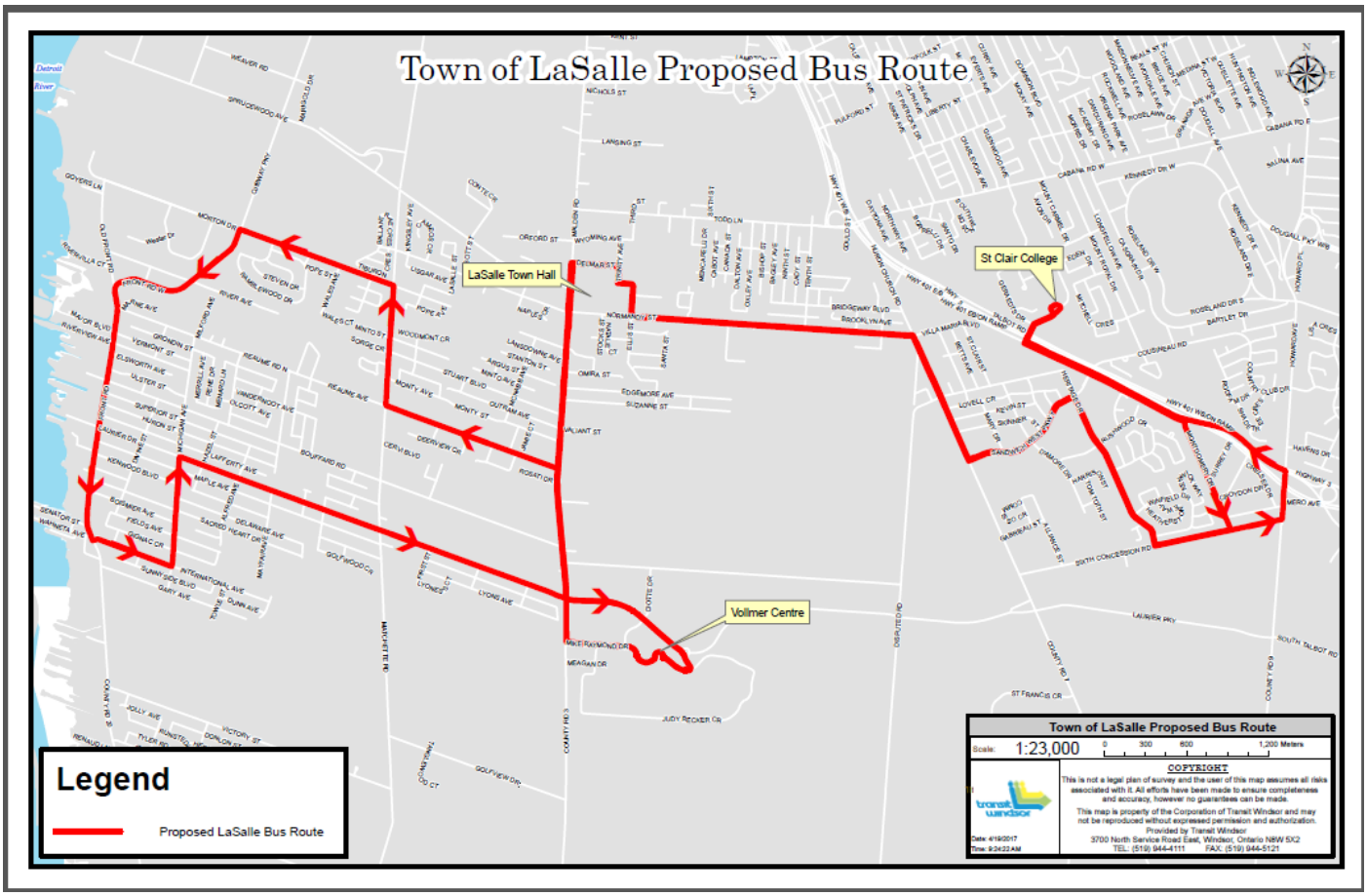
(k) include information about the Services on its website and publications; and

(l) provide input, information, and advice on the Town's obligations where same is requested, including but not limited to routes, stops, advertising, and schedules.

APPENDIX "B" – LASALLE ROUTE

B.1 Times are approximate and may vary depending on weather, road conditions, construction, obstruction, or other considerations. The route may be varied on the mutual written agreement of the parties.

B.2 In the event that the Corporation's driver deems it unsafe to stop at a scheduled stop, that stop will not be made and the unsafe condition shall be reported to the Corporation's dispatcher for follow-up with the Town.



Weekday - Monday to Friday

Eastbound LaSalle 15							
Morton at Front Rd.	Michigan at Laurier	Vollmer	Vollmer	Malden at Delmar	Malden at Delmar	Sandwich W. Pkwy at Heritage	St. Clair
MOFR	MILA	VOLL	VOLL	MALD	MALD	SWHE	SCL
7:00	7:09	7:16	7:17	7:26	7:27	7:36	7:45
7:45	7:54	8:01	8:02	8:11	8:12	8:21	8:30
8:30	8:39	8:46	8:47	8:56	8:57	9:06	9:15
9:15	9:24	9:31	9:32	9:41	9:42	9:51	10:00
10:00	10:09	10:16	10:17	10:26	10:27	10:36	10:45
11:30	11:39	11:46	11:47	11:56	11:57	12:06	12:15
13:00	13:09	13:16	13:17	13:26	13:27	13:36	13:45
13:45	13:54	14:01	14:02	14:11	14:12	14:21	14:30
14:30	14:39	14:46	14:47	14:56	14:57	15:06	15:15
15:15	15:24	15:31	15:32	15:41	15:42	15:51	16:00
16:00	16:09	16:16	16:17	16:26	16:27	16:36	16:45
16:45	16:54	17:01	17:02	17:11	17:12	17:21	17:30
17:30	17:39	17:46	17:47	17:56	17:57	18:06	18:15
18:15	18:24	18:31	18:32	18:41	18:42	18:51	19:00

Westbound LaSalle 15								
St. Clair	Heritage at Sandwich W. Pkwy	Malden at Delmar	Malden at Delmar	Malden at Laurier	Vollmer	Vollmer	Reaume at Matchette	Morton at Front Rd.
SCL	HESW	MALD	MALD	MLLA	VOLL	VOLL	REMA	MOFR
7:05	7:14	7:20	7:21	7:26	7:29	7:34	7:40	7:45
7:50	7:59	8:05	8:06	8:11	8:14	8:19	8:25	8:30
8:35	8:44	8:50	8:51	8:56	8:59	9:04	9:10	9:15
9:20	9:29	9:35	9:36	9:41	9:44	9:49	9:55	10:00
10:05	10:14	10:20	10:21	10:26	10:29	10:34	10:40	10:45
10:50	10:59	11:05	11:06	11:11	11:14	11:19	11:25	11:30
12:20	12:29	12:35	12:36	12:41	12:44	12:49	12:55	13:00
13:50	13:59	14:05	14:06	14:11	14:14	14:19	14:25	14:30
14:35	14:44	14:50	14:51	14:56	14:59	15:04	15:10	15:15
15:20	15:29	15:35	15:36	15:41	15:44	15:49	15:55	16:00
16:05	16:14	16:20	16:21	16:26	16:29	16:34	16:40	16:45
16:50	16:59	17:05	17:06	17:11	17:14	17:19	17:25	17:30
17:35	17:44	17:50	17:51	17:56	17:59	18:04	18:10	18:15
18:20	18:29	18:35	18:36	18:41	18:44	18:49	18:55	19:00

START 1ST TRIP 5 MINS LATE AT 705 BECAUSE OF THE 5 MIN LAYOVER AT ST. CLAIR PRIOR TO EACH OF THE REMAINING TRIPS, remaining trips see 5 min layover b/w wb & eb at ST. CLAIR (beginning of wb trip)

Saturday

Eastbound LaSalle 15							
Morton at Front Rd.	Michigan at Laurier	Vollmer	Vollmer	Malden at Delmar	Malden at Delmar	Sandwich W. Pkwy at Heritage	St. Clair
MOFR	MILA	VOLL	VOLL	MALD	MALD	SWHE	SCL
7:00	7:09	7:16	7:17	7:26	7:27	7:36	7:45
8:30	8:39	8:46	8:47	8:56	8:57	9:06	9:15
10:00	10:09	10:16	10:17	10:26	10:27	10:36	10:45
11:30	11:39	11:46	11:47	11:56	11:57	12:06	12:15
13:00	13:09	13:16	13:17	13:26	13:27	13:36	13:45
14:30	14:39	14:46	14:47	14:56	14:57	15:06	15:15
16:00	16:09	16:16	16:17	16:26	16:27	16:36	16:45
17:30	17:39	17:46	17:47	17:56	17:57	18:06	18:15

Westbound LaSalle 15								
St. Clair	Heritage at Sandwich W. Pkwy	Malden at Delmar	Malden at Delmar	Malden at Laurier	Vollmer	Vollmer	Reaume at Matchette	Morton at Front Rd.
SCL	HESW	MALD	MALD	MLLA	VOLL	VOLL	REMA	MOFR
7:50	7:59	8:05	8:06	8:11	8:14	8:19	8:25	8:30
9:20	9:29	9:35	9:36	9:41	9:44	9:49	9:55	10:00
10:50	10:59	11:05	11:06	11:11	11:14	11:19	11:25	11:30
12:20	12:29	12:35	12:36	12:41	12:44	12:49	12:55	13:00
13:50	13:59	14:05	14:06	14:11	14:14	14:19	14:25	14:30
15:20	15:29	15:35	15:36	15:41	15:44	15:49	15:55	16:00
16:50	16:59	17:05	17:06	17:11	17:14	17:19	17:25	17:30
18:20	18:29	18:35	18:36	18:41	18:44	18:49	18:55	19:00

START 1ST TRIP 5 MINS LATE AT 705 BECAUSE OF THE 5 MIN LAYOVER AT ST. CLAIR PRIOR TO EACH OF THE REMAINING TRIPS, remaining trips see 5 min layover b/w wb & eb at ST. CLAIR (beginning of wb trip)