



Staff Report

Community Services

Report To: Committee of the Whole
Meeting Date: February 25, 2020
Report Number: CSOPS.20.012
Subject: Blue Mountains Transit Services Agreement Extension
Prepared by: Ryan Gibbons, Director of Community Services

A. Recommendations

THAT Council receive Staff Report CSOPS.20.012, entitled "Blue Mountains Transit Services Agreement Extension";

AND THAT Council authorize the Mayor and Clerk to execute the agreement for a one (1) year extension expiring December 31, 2020.

B. Overview

This report outlines the operation of the Blue Mountains Transit link between Craighleith and Collingwood and requests approval to extend the agreement for one (1) year.

C. Background

In 2013, the Town of Collingwood in partnership with The Town of The Blue Mountains, Blue Mountain Resort, and The Blue Mountain Village Association established a 6-month trial transit link to connect the two municipalities to meet workforce demands and requests for service to and from Collingwood and The Blue Mountains. In 2014, after a successful trial, both Town of Collingwood Council and The Town of The Blue Mountains Council passed a resolution to make the service a permanent route for the communities.

The unique aspect of the service model was that there were private partners involved with not only the financial contributions, but rider engagement and marketing as well. The service model was outlined in an agreement in 2014, executed by all parties, which defined the basic operational agreement structure and, financial contributions.

The Blue Mountains Link has been a successful endeavor for both municipalities since 2014.

D. Analysis

The Collingwood Blue Mountains Link has been a successful endeavour on behalf of all parties involved. Table 1.1 and 1.2 illustrate the 5-year ridership trends of the service.

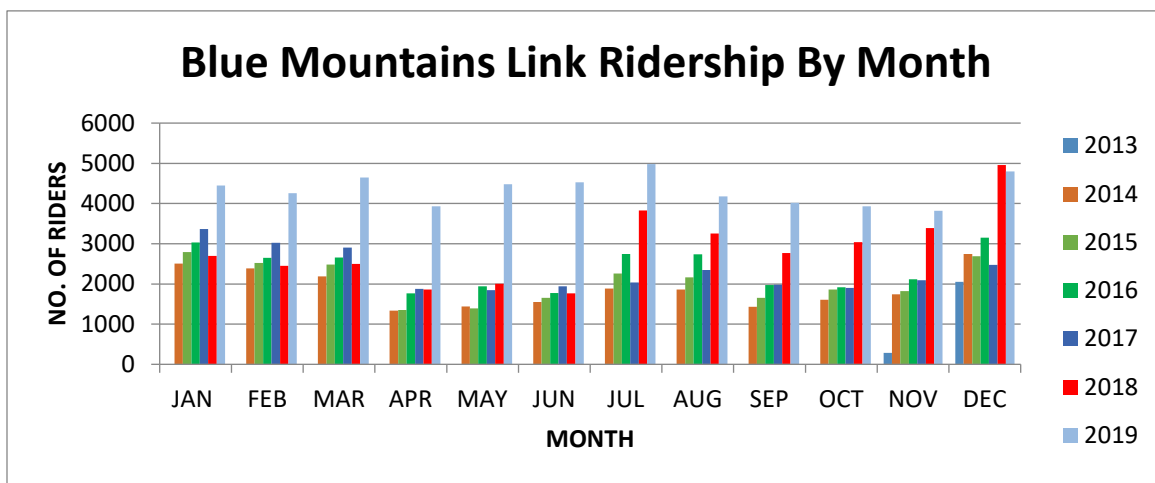


Table 1.1 Ridership by Month

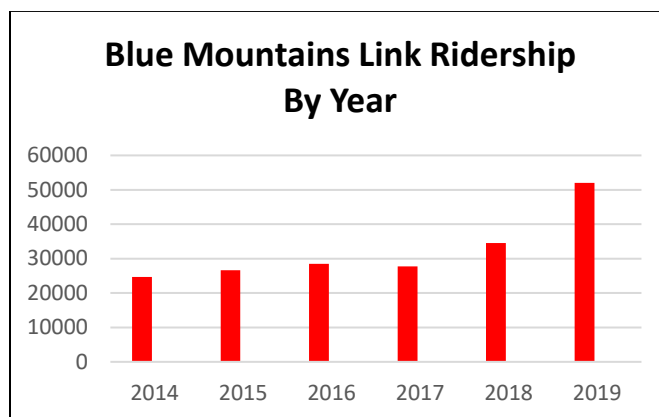


Table 1.2 Ridership by Year

In 2019 the annual ridership of the service was 51,995 compared to its first full year of operation ridership of 24,683. In 2018/2019 the Town of Collingwood and The Town of Blue Mountains extended the service hours to meet the demands of the community as well as align the schedule to coincide with Colltrans, Collingwood Wasaga Beach Link, and Wasaga Beach Transit. The Blue Mountains Link is an essential service to employees who reside in Collingwood and Wasaga Beach and are employed in The Blue Mountains. Not only does the Blue Mountain Link assist employees, it services developments on the western edge of Collingwood and provides a means for riders from The Blue Mountains and Collingwood to access the many benefits from their respective municipalities.

The reason for a one (1) year extension, is due to several factors. Grey County and partners are in discussions for several transit links within Grey County. These new transit routes may affect

the routes, timing, and finances of the Blue Mountains Link. Additionally, in 2020 the Town of Collingwood will be undergoing a comprehensive transit study which will look at efficiencies, routing, and expansion. Recommendations from this study could potentially change the scope of services moving forward in 2021.

A one (1) year extension, will allow for current services, partnerships, and finances to remain in place to allow for a continued reliable service for our communities, while discussions for new transit opportunities continue for both municipalities.

E. The Blue Mountains Strategic Plan

Goal #1: Create Opportunities for Sustainability

Objective #1 Retain Existing Business

Objective #2 Attract New Business

Objective #3 Promote a Diversified Economy

Objective #4 Support Value-Added Agriculture and Culinary Tourism

Objective #5 Improved Visibility and Local Identity

Goal #2: Engage Our Communities & Partners

Objective #3 Strengthen Partnerships

Goal #3: Support Healthy Lifestyles

Objective #4 Commit to Sustainability

Goal #4: Promote a Culture of Organizational & Operational Excellence

Objective #3 To Consistently Deliver Excellent Customer Service

Objective #4 To Be a Financially Responsible Organization

Objective #5 Constantly Identify Opportunities to Improve Efficiencies and Effectiveness

F. Environmental Impacts

Providing transportation opportunities allows for the reduction of vehicles on the road.

G. Financial Impact

2020 draft budget - \$104,000.00 Taxation

H. In consultation with

Public Works and Transit Coordinator, Town of Collingwood

Sam Dinsmore, Deputy Treasurer, Manager of Accounting and Budgets

I. Public Engagement

The topic of this Staff Report has not been subject to a Public Meeting and/or a Public Information Centre as neither a Public Meeting nor a Public Information Centre are required. Comments regarding this report should be submitted to Ryan Gibbons, directorcs@thebluemountains.ca.

J. Attached

1. Draft Transit Services Agreement Extension

Respectfully submitted,

Ryan Gibbons
Director of Community Services

For more information, please contact:
Ryan Gibbons
directorcs@thebluemountains.ca
519-599-3131 extension 281

TRANSIT SERVICES AGREEMENT EXTENSION

This Agreement is made as of the _____ day of February, 2020

BETWEEN:

THE CORPORATION OF THE TOWN OF COLLINGWOOD (the “Operator”)

and

THE CORPORATION OF THE TOWN OF THE BLUE MOUNTAINS (the “Town”)

and

BLUE MOUNTAIN VILLAGE ASSOCIATION (the “BMVA”)

and

ALTERRA MOUNTAIN RESORTS

Collectively called (the “Parties”)

WHEREAS:

- A. The Operator operates a bus passenger transportation system in the Town of Collingwood and Section 69(7) of the *Municipal Act, 2001* authorizes the Operator to operate its bus transportation system between any point within the Town of Collingwood and any point within the Town of The Blue Mountains.
- B. The Parties wish to work together co-operatively to provide Transit Services in the Town of Collingwood and the Town of The Blue Mountains;
- C. The Operator, through a contract (the “Operating Contract”) with a contractor (the “Contractor”), has the equipment, facilities, labour, infrastructure and expertise which are capable of being used to provide the Transit Services, consisting of conventional and accessible transit and has agreed to provide Transit Services to the Town in accordance with the provisions of the Agreement.
- D. The Town of Collingwood Council passed Motion #XXXX authorizing the Town of Collingwood to enter into this Agreement.
- E. The Town of The Blue Mountains’ Council passed a resolution on XXXX, 2019 authorizing the Town of The Blue Mountains to enter into this Agreement.

NOW THEREFORE in consideration of the mutual promises and covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. TRANSIT SERVICES

1.1 Transit Services

Subject to the provisions of this Agreement, the Operator will provide transit services in the Town of Collingwood and the Town of The Blue Mountains in accordance with the route and service schedule described in Schedule “A” (the “Collingwood Blue Mountains Link Service”) and the fare structure described in Schedule “B” of this Transit Agreement (together the “Transit Services”).

1.2 Change Orders

If any Party requests a change that effects or relates to the Transit Services, the Parties will work together and negotiate in good faith any corresponding changes required to the Transit Services.

1.3 Joint Ownership of Vehicle

Upon execution of this agreement the Operator and the Town will jointly (equally) purchase Conventional Transit Buses (the “Vehicles”). The Operator and the Town acknowledge that they will own the Vehicles as partners in common and they each have an ownership interest of Fifty percent (50%) in the Vehicle. The Vehicles to be purchased will be an equal capital investment from the Operator and the Town. The Operator and the Town deem it in their best interest to define their obligations herein with respect to the ownership, maintenance, or sale of the Vehicle.

1.4 Ownership

The Operator will be named as Owner of the Vehicle on the Provincial Record of Ownership for the duration of this agreement. The Operator will provide the majority of administration duties involving the Transit Services, as well as managing the procurement of the Vehicle.

1.5 Maintenance

The Contractor will be required to pay all expenses associated or connected with maintaining the Vehicle except as specifically excluded by the Operating Contract. These expenses include but are not limited to, cleaning, maintaining and operating the Vehicle, including the replacement and repair as required of engine and transmission items caused by normal wear, lights, brakes, tires, upholstery, windows, mirrors, and all moving and stationary parts of the buses. Major engine, transmission, and body work which falls outside of the factory warranty will not be the Contractor’s responsibility, unless it is determined that causes were due to the Contractor’s neglect. All additional maintenance costs will be split 50/50 between the Operator and the Town.

1.6 Sale of Vehicle

The sale of the Vehicle shall not take place before the termination of this Agreement. If it is to be determined that the sale of the Vehicle is necessary before the termination of this Agreement the first offer shall be to sell to the other party. The Operator and the Town agree to sell the Vehicle at a price as determined by a reputable transit dealer who specializes in the sale and maintenance of transit vehicles, or at its calculated depreciated value. The Vehicle lifecycle will be determined upon purchase of the Vehicle, therefore if at any time either of the Operator or the Town wish to give up their portion of the ownership, the party retaining ownership of the Vehicle will be required to pay the greater of either the appraised value or the depreciated value.

2. TERM

The Term of this Agreement shall be a one year extension to the current five year contract which terminates on March 1, 2021.

3. FUNDING

3.1 Dedicated Gas Tax Funds for Transportation Program

The Operator and the Town will apply to the Province of Ontario for the Dedicated Gas Tax Funds for Public Transportation (“Gas Tax Funds”). Any Gas Tax Funds received by the Operator and the Town with respect to such applications will be used to offset the operational costs of providing the Transit Services.

The Operator and the Town will pass by-laws designating the Operator as the host municipality for the provision of the Transit Services as required to complete these applications.

3.2 Contribution by the Parties

The Town, the BMVA and ALTERRA MOUNTAIN CORP will pay to the Operator the fees described in Schedule C, for the Transit Services (the “Fees”) at the times set out in Schedule C.

3.3 Cost Recovery

The Operator will use the Gas Tax Funds, the Fees and all fare revenues collected in accordance with the fees outlined in Schedule B to pay the operational costs associated with providing the Transit Services.

The Parties acknowledge and agree that the Operator is responsible for all commercially reasonable expenses associated with providing the Transit Services on a cost recovery basis as provided for in this Agreement.

3.4 Bus Stops

Each party will be responsible for all costs of bus stop related enhancements, maintenance and repair to those stops on their owned property only.

4. DUTIES AND OBLIGATIONS OF THE PARTIES

4.1 Operation

The Operator will be solely responsible for providing, operating co-ordinating, managing and supervising the Transit Services in accordance with all applicable statutes, laws, by-laws, regulations, ordinances, orders and requirements of all government authorities having jurisdiction at any time from-time to time in force governing the provision of bus transportation services. Without limiting the foregoing, the Operator agrees to comply with, and cause to be complied with, the provisions of the Accessibility for Ontarians with Disabilities Act, 2005, S.O.2005 c.11, as amended and all regulations thereto.

4.2 Budget

The Operator will provide an annual draft operating budget for review and approval by the Parties.

4.3 Reports

The Operator will provide the following reports to the other Parties.

- i. Monthly ridership statistics
- ii. Monthly revenue reports
- iii. Quarterly actual vs budget report
- iv. A report on major service disruptions

4.4 Associated Support Services

The Town, the BMVA and ALTERRAL MOUNAIN CORP will be responsible for the support services associated with the provision of the Transit Services as set out in Schedule “D”.

4.5 Communication

The Parties agree to work collaboratively and in cooperation with each other. Each Party will communicate to the other any material change or facts of which it becomes aware and which may impact the provision of the Transit Services or the performance by either Party of its obligations under this Agreement.

Each Party shall name a representative responsible for making day to day decisions with respect to the Transit Services and shall make such individual accessible to the other party during normal Transit Service operating hours.

Each Party shall have the ability to provide input on route and stop placement, schedules, budgets, and how the service is advertised, as long as that Party is providing funding for the service.

4.6 Marketing and Promotion

The Parties will work together to market and promote the Transit Services.

5. INSURANCE and INDEMNITY

5.1 Insurance

Each Party shall take out and keep in full force and effect during the term of this Agreement, at its sole cost and expense, Commercial General Liability insurance in a form satisfactory to the other Parties applying to all operations of the Operator which shall include coverage for bodily injury liability, property damage liability, products and completed operations liability, contractor's protective liability, contractual liability, owned vehicle liability, contingent employers liability and employees as additional insured.

These policies shall be written with limits of not less than FIVE MILLION DOLLARS (\$5,000,000) exclusive of interest or costs, per occurrence and shall include the other Parties as an additional insured.

5.2 Contractor's Insurance

The Operator, as a requirement of the Operating Agreement, shall require the Contractor to take out and keep in full force during the term of this Agreement same Commercial General Liability insurance as set out in section 5.1 and which shall include the Parties as an additional insured.

5.3 Liability

Each Party shall only be liable for the breach or non-performance of their respective obligations under this agreement.

5.4 Indemnification

Each Party shall indemnify and save completely harmless the each of the other Parties and each of their elected officials, directors, officers, agents, contractors and employees from and against all actions, causes of actions, suits, claims, demands, costs, expenses and liabilities (including legal costs) whatsoever which may arise directly or indirectly or in any way connected with the breach or non-performance by it or its respective elected officials, directors, officers, agents, contractors and employees of their respective obligations under this agreement.

6. GENERAL PROVISIONS

6.1 Notices

All notices, consents, approvals, statements, authorizations, documents, or other communications (collectively "notices") required or permitted to be given hereunder will be in writing, and will be delivered personally, sent by fax, or mailed by registered mail, postage prepaid, at the addresses set forth hereunder, namely:

If to the Operator: 97 Hurontario St
P.O Box 157
Collingwood, ON, L9Y 3Z5
Attention: The Clerk
Fax: 705-445-1286

If to the Town: 32 Mill Street, PO Box 310
Thornbury, ON N0H 2P0
Attention: The Clerk
Fax: 519-599-7723

If to the BMVA: Blue Mountain Village Association
796455 Grey Road 19, Unit 2
Blue Mountains, ON L9Y 0N8
Attn: President
Fax: 705-443-5547

If to ALTERRA MTN CORP: ALTERRA MOUNTAIN CORP
108 Jozo Weider Blvd.
Attn: Vice President, Human Resources
Blue Mountains, ON L9Y 3Z2
Fax: 705-444-1751

or at any such other address or addresses as may be given by any of them to the other in writing in accordance with this subsection from time to time. If sent by registered mail, such notice will be deemed to have been given on the fifth business day following such mailing; provided that if such notice will have been mailed and if regular mail service will be interrupted by strike or other irregularity before the deemed receipt of such notice as aforesaid, then such notice will not be effective unless delivered personally or sent by fax. If delivered personally or sent by fax during regular business hours, such notice will be deemed to have been given on the day of delivery or transmission, if during regular business hours on a business day, or if not, on the business day next following the day of delivery or transmission.

6.2 Relationship

This Agreement does not nor will it be deemed to constitute any party as a partner, joint venture, servant or employee of any other Party.

6.3 Binding Agreement

This Agreement will ensure to the benefit of and be binding upon all of the Parties hereto and their respective (as applicable) heirs, executors, administrators, successors and permitted assigns.

6.4 Applicable Law

This Agreement will be construed in accordance with and governed by the laws of Ontario.

6.5 Entire Agreement

This Agreement together with any Schedules hereto constitutes the entire Agreement and understanding between the Parties relating to the subject matter hereof, and supersedes all other agreements, oral or written, made between the parties with respect to such subject matter. Except as provided herein, this Agreement may not be amended or modified in any way except by a written instrument signed by all the Parties.

6.6 Time of the Essence

Time will be of the essence of this Agreement and of each and every part hereof.

6.7 Termination

This Agreement will continue in force for a period of five (1) year and thereafter may be renewed on a year-to-year basis with the consent of all of the Parties. .

Any Party to the Agreement may withdraw by giving ninety (90) days written notice to all other Parties, or such earlier time as agreed upon by all the Parties.

In the event that a Party withdraws, that Party shall fulfill all of its obligations under this Agreement, including the payment of Fees owing to the date of withdrawal and

will not accrue any further liability under this Agreement following the date of withdrawal.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as follows:

THE CORPORATION OF THE TOWN OF COLLINGWOOD

By: _____
Mayor

By: _____
Clerk:

We have authority to bind the Corporation

THE CORPORATION OF THE TOWN OF THE BLUE MOUNTAINS

By: _____
Mayor

By: _____
Clerk

We have authority to bind the Corporation

BLUE MOUNTAIN VILLAGE ASSOCIATION

By: _____
Name:
Title

I have authority to bind the Corporation

ALTERRA MOUNTAIN CORP

By: _____
Name:
Title

I have authority to bind the Corporation

SCHEDULE “A”
TRANSIT ROUTE AND SCHEDULE
“COLLINGWOOD BLUE MOUNTAINS LINK SERVICE”

DRAFT

**SCHEDULE “B”
FARE STRUCTURE**

Single Rider Fare: \$2.00 Adult
 \$1.50 Student
 \$1.50 Senior

Monthly Pass: \$40.00 Adult
 \$30.00 Student
 \$30.00 Senior

Fares will be reviewed on an annual basis and will be included in the annual Fees & Charges By Law process of the Operator and the Town

**SCHEDULE “C”
FEES**

1. Payable by the Town

The Town shall pay to the Operator an amount equal to 1/2 of the net operating cost of the Transit Services. Payment will be made within 30 days of invoicing.

2. Payable by the BMVA and ALTERRA MOUNTAIN CORP

The BMVA and ALTERRA MOUNTAIN CORP shall pay to the Operator an amount of \$20,000 as a contribution to the operating costs of the Transit Services for the length of this agreement.

DRAFT

SCHEDULE “D”

SUPPORT SERVICES

1. The Town shall provide at its cost the following support services:
 - Garbage collection around the bus stops;
 - Construction and maintenance of bus stops on the roads under its jurisdiction
2. The BMVA and ALTERRA MOUNTAIN CORP shall provide at their cost the following support services
 - Garbage collection around the bus stops on property owned and managed by the respective agency;
 - Construction and maintenance of bus stops on roads they own.

DRAFT