

TRANSIT SERVICES AGREEMENT

This agreement ("Agreement") is made as of the _____ day of _____, 2025

BETWEEN:

THE CORPORATION OF THE TOWN OF COLLINGWOOD
(“Collingwood”)

and

THE CORPORATION OF THE TOWN OF THE BLUE MOUNTAINS
(“The Blue Mountains”)

and

BLUE MOUNTAIN VILLAGE ASSOCIATION
(the “BMVA”)

and

BLUE MOUNTAIN RESORTS LIMITED PARTNERSHIP
(“BMR”)

Collectively called the “Parties”

WHEREAS:

- A. Collingwood operates a bus passenger transportation system in the Town of Collingwood pursuant to Section 69(7) of the *Municipal Act, 2001*, which authorizes Collingwood 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 the Transit Services (as hereinafter defined) in the Town of Collingwood and the Town of The Blue Mountains;
- C. Collingwood, through a contract (the “Operating Contract”) with a contractor (the “Contractor”), has the equipment, facilities, labour, infrastructure and expertise to provide the Transit Services, consisting of conventional and accessible transit, and has agreed to provide Transit Services to The Blue Mountains in accordance with the provisions of the Agreement.
- D. The Town of Collingwood Authorized the execution of this agreement on October 24, 2025.
- E. The Blue Mountains Authorized the execution of this agreement on December 1, 2025
- F. The Parties are party to an Extension to Transit Services Agreement dated May 14, 2014 for the provision of similar services in the Town of Collingwood and the Town of Blue Mountains.
- G. The Parties desire to enter into this Agreement for the provision of Transit Services on the terms and conditions contained herein.

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, Collingwood 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" attached hereto and incorporated herein (the "Collingwood Blue Mountains Link Service") and the fare structure described in Schedule "B" attached hereto and incorporated herein (together, the "Transit Services").

Commencing January 1, 2025, the Transit Services shall also include overhead operating costs, Transit Terminal and Accessible Transit costs incurred by Collingwood.

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.

Where changes impact the service level delivery or cost, they shall be approved through resolution of Council of both Collingwood and The Blue Mountains. Changes outside of service level delivery or cost may be mutually agreed to by the representative Director of each contributing party.

1.3 Joint Ownership of Vehicle

Collingwood and The Blue Mountains acknowledge that they will own the Vehicles as partners in common and they each have an ownership interest of Fifty percent (50%) in the Vehicles. Collingwood and The Blue Mountains 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

Collingwood will be named as Owner of the Vehicle on the Provincial Record of Ownership for the duration of this Agreement. Collingwood will complete the majority of administrative duties involving Transit Services, as well as managing the procurement of the Vehicles.

1.5 Maintenance

Collingwood shall oversee and manage Contractor, who will be responsible for operating and maintaining the Vehicles under the Operating Contract, except as specifically excluded by the Operating Contract. Collingwood agrees to include in the Operating Contract a requirement that Contractor will be responsible for operation and maintenance expenses, including but not limited to, cleaning and maintaining the Vehicles, including the replacement and repair, as required, of the engine and transmission and items caused by normal wear such as lights, brakes, tires, upholstery, windows, mirrors, and all moving and stationary parts of the Vehicles. 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 maintenance costs not included in the Operating Contract will be split evenly (50/50) between Collingwood and The Blue Mountains. Collingwood will pay for such costs and invoice The Blue Mountains for its share at the address designated by The Blue Mountains.

1.6 Sale of Vehicle

- a) The sale of the Vehicle shall not take place before the termination of this Agreement, except in accordance with this Section 1.6.
- b) If Collingwood and The Blue Mountains jointly determine that the sale of the Vehicles is necessary before the termination of this Agreement, The Blue Mountains shall have a right of first refusal to purchase the Vehicles by purchasing Collingwood's 50% share of the Vehicle based on the Appraised Value (as defined herein).
- c) Following termination of this Agreement, if either Collingwood or The Blue Mountains wish to individually give up their portion of the ownership of a Vehicle or Vehicles, the Party retaining ownership of the Vehicle(s) will be required to pay the other Party their share of the Vehicle based on the Appraised Value. In the event of the sale of a Vehicle or Vehicles to any third party, the proceeds of such sale shall be split evenly (50/50) between the Collingwood and The Blue Mountains.
- d) In the case of any sale of a Vehicle, Collingwood and The Blue Mountains 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 as of the date of the sale (the "Appraised Value").

2. TERM

The Term of this Agreement shall be for a five-year period with options to extend for an additional two years, in one-year increments. The initial five-year period shall commence on September 15, 2022 and terminate on December 31, 2027.

The Parties agree that this Agreement shall automatically renew at the expiration of the Term, or the first extension of the Term, for a further one-year period if a new agreement is not in place at the time of expiration, on the same terms and conditions, unless any Party provides one hundred and twenty (120) days' notice in writing to all other Parties of its intention to terminate, or withdraw from, in accordance with Section 6.7, this Agreement at the expiration of the current term.

3. FUNDING

3.1 Dedicated Gas Tax Funds for Transportation Program

Collingwood and The Blue Mountains 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 Collingwood and The Blue Mountains with respect to such applications will be used to offset the operational costs of providing the Transit Services.

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

3.2 Contribution by the Parties

The Blue Mountains, the BMVA and BMR will pay to Collingwood the fees described in Schedule "C", attached hereto and incorporated herein, for the Transit Services (the "Fees") at the times set out in Schedule "C".

3.3 Cost Recovery

Collingwood will collect the Gas Tax Funds, the Fees and all fare revenues collected in accordance with Schedule "B" to pay the operational costs associated with providing the Transit Services pursuant to the Operating Contract.

The Parties acknowledge and agree that Collingwood 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 (i) all costs of bus stop related enhancements, maintenance and repair of such bus stops, and (ii) maintaining bus stop conditions, including but not limited to, obligations for snow clearing, maintaining clear lines of sight to the road, and the installation and maintenance of appropriate signage, to the bus stops located on their respective property.

4. DUTIES AND OBLIGATIONS OF THE PARTIES

4.1 Operation

Collingwood will be solely responsible for providing, operating, coordinating, 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 over the provision of Transit Services. Without limiting the foregoing, Collingwood 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

Collingwood will provide an annual draft operating budget by September 1 of each year for review by the Parties substantially in the form of Schedule "E" attached hereto and incorporated herein.

4.3 Reports

Collingwood will provide the following reports regarding the Transit Services to the other Parties:

- i. Quarterly ridership statistics within 30 days of the end of each quarter;
- ii. Quarterly revenue reports within 30 days of the end of each quarter;
- iii. Quarterly Reconciliation report of revenues and costs within 30 days of each quarter; and
- iv. A report on major service disruptions that occurred in the previous month by the 10th day of the following month.

4.4 Associated Support Services

The Blue Mountains, the BMVA and BMR will be responsible for the support services associated with the provision of the Transit Services as set out in Schedule "D" attached hereto and incorporated herein.

4.5 Communication

The Parties agree to work collaboratively and in cooperation with each other Party. Each Party will communicate, within five business days, to the other Parties 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 Parties during normal hours of municipal operations, which are 8:30 am EST to 4:30 pm EST. Outside of these hours, the Operator shall have a dispatch available during all hours of regular transit operations.

Each Party shall have the ability to provide input on route and stop placement, schedules, budgets, and how the service is advertised.

4.6 Marketing and Promotion

If to The Blue Mountains:

32 Mill Street
PO Box 310
Thornbury, ON, N0H 2P0
Attention: Town Clerk
Email: clerksdept@thebluemountains.ca
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, Patti Kendall
Email: pkendall@bluemountainvillage.ca
Fax: 705-443-5547

If to BMR:

Blue Mountain Resorts Limited Partnership
190 Gord Canning Drive
Attn: Vice President, Human Resources
Blue Mountains, ON L9Y 1C2
Email: lbiffin@bluemountain.ca
Fax: 705-444-1751

or at any such other address or addresses as may be given by any of the Parties 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 or email during regular business hours, such notice will be deemed to have been given on the day of delivery or transmission (unless there is evidence of failure of 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 endure 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 the Province of Ontario.

6.5 Entire Agreement

This Agreement together with any Schedules attached 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

Any Party to the Agreement may withdraw from its obligations and cede its rights under this Agreement by giving one hundred and twenty (120) 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. For certainty, following a withdrawal by a Party, such Party shall no longer have rights to the benefits under this Agreement.

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

THE CORPORATION OF THE TOWN OF COLLINGWOOD

By: _____
Director of Infrastructure
Mohamed Alkoka

By: _____
Chief Administrative Officer
Sonya G. Skinner

We have authority to bind the Corporation

THE CORPORATION OF THE TOWN OF THE BLUE MOUNTAINS

By: _____
Mayor: Andrea Matrosovs

By: _____
Clerk: Corrina Giles

We have authority to bind the Corporation

BLUE MOUNTAIN VILLAGE ASSOCIATION

By: _____
Name:
Title

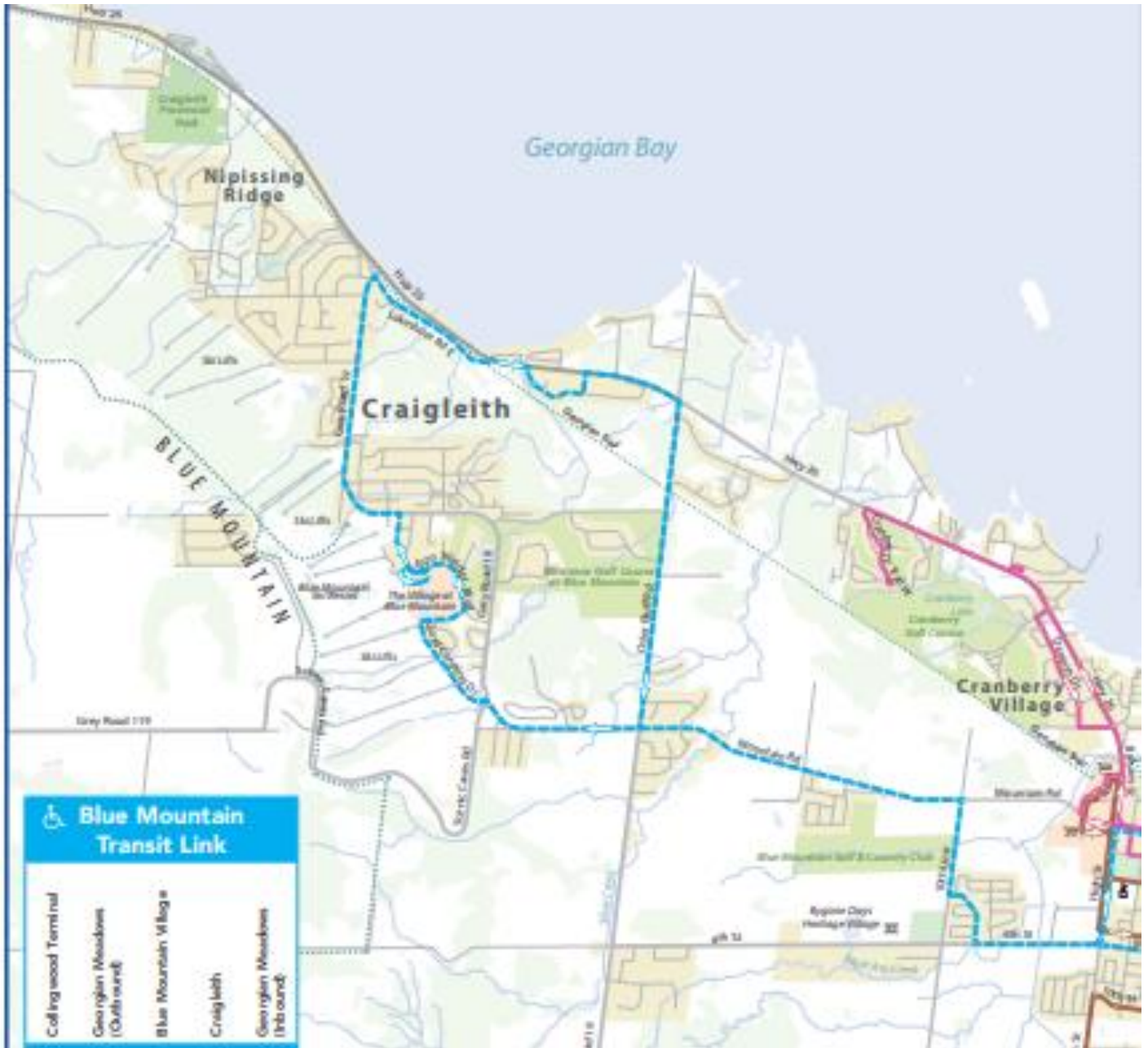
I have authority to bind the Corporation

BLUE MOUNTAIN RESORTS LIMITED PARTNERHIP, by its general partner, BLUE MOUNTAIN RESORTS GP INC.

By: _____
Name: Lesley Biffin
VP: Human Resources

I have authority to bind the Limited Partnership

SCHEDULE "A"
TRANSIT ROUTE
"COLLINGWOOD BLUE MOUNTAINS LINK SERVICE"



**SCHEDULE “B”
FARE STRUCTURE**

Fares will be reviewed on an annual basis by Collingwood and will be included in the annual Fees & Charges By-Law process of Collingwood.

Collingwood shall advise the Parties as soon as the annual fee schedule has been determined.

Transit Fares as of January 1, 2025

One-way Fares on Colltrans:

- Adults: \$2.25
- Seniors (60+) and Students: \$1.75
- Children (5 & under): Free

One-way Fares on Blue Mountain Link (BLINK):

- All patrons: \$2.25

One-way Fares on Transit Plus:

- Adults: \$2.25
- Seniors (60+) and Students: \$1.75
- Children (5 & under): Free

Monthly Passes

- Adults: \$41.00
- Seniors (60+): \$31.00
- Students: \$15.00
- Collingwood/ Blue Mountain link: \$41.00

SCHEDULE "C"

FEES

1. Payable by The Blue Mountains

2024

The Blue Mountains shall pay to Collingwood an amount equal to ½ of the net operating cost of the Transit Services, after all fare revenues, Fees (BMVA, BMR) and Gas Tax Funds allocation have been applied. Net operating costs are defined as all commercially reasonable expenses associated with providing the Transit Services which include but are not limited to the costs of drivers, fuel, vehicle maintenance, and credit card processing charges.

2025 forward for the length of the agreement

Increases in agency recovery resulting from the approval of this agreement will be recovered on a move forward basis (included in the 2026 budget)

The Blue Mountains shall pay to Collingwood an amount equal to ½ of the net operating cost of the Transit Services, after all fare revenues, Fees (BMVA, BMR) and Gas Tax Funds allocations have been applied. Net operating costs are defined as all commercially reasonable expenses associated with providing the Transit Services which include but are not limited to the costs of drivers, fuel, vehicle maintenance, and credit card processing charges.

The Blue Mountains shall pay to Collingwood a proportion of Collingwood's transit overhead costs including but not limited to salary, administration, transit terminal operations and point-of-sale system software fees. This proportion will be determined using the overall annual ridership numbers as a percentage of usage and be consistent with that reflected for Gas Tax allocation and reporting.

Quarterly reconciliations, invoices, and payments

Collingwood will provide a quarterly reconciliation of the revenues and costs to The Blue Mountains with either an invoice for ½ of the net operating costs or a payment for ½ of the excess contributions over the net operating costs.

Payments will be made by The Blue Mountains within 30 days of receiving the invoice from Collingwood.

2. Payable by the BMVA and BMR

2024

The BMVA and BMR shall pay to Collingwood a lump sum amount of \$10,000 per party/agency, as a contribution to the operating costs of the Transit Services provided. Collingwood will provide invoices to these Parties annually for this amount.

Payment shall be made to Collingwood within 30 days of receiving the invoice.

2025 forward for the length of the agreement

The BMVA and BMR shall pay to Collingwood an annual amount of \$12,715 per party/agency, as a contribution to the operating costs of the Transit Services provided.

This Fee will be adjusted by an annual increase equivalent to the current Consumer Price Index (CPI) or three percent (3%), whichever is less, of the prior year's Fee per annum.

Collingwood will provide invoices to these Parties annually for this amount.

Payment shall be made to Collingwood within 30 days of receiving the invoice.

SCHEDULE "D"

SUPPORT SERVICES

1. The Blue Mountains shall provide at its cost the following support services:
 - Garbage collection around the bus stops; and
 - Construction and maintenance of bus stops on the roads under its jurisdiction.
2. The BMVA and BMR shall provide at their cost the following support services:
 - Garbage collection around the bus stops; and
 - Construction and maintenance of bus stops on roads they respectively own.

SCHEDULE "E"

BUDGET

2025 Budget Projections Blink - TBM							
Admin & Other non-identifiable costs	Accessible 3422	BLINK 3426	Regular 3420	Terminal 3428	Total	% to allocate	Shared Costs Budget TBM Allocation
BLINK Route/System		244,650			244,650	50%	\$122,325.00
Accessible Transit	300,000				300,000	5%	\$15,000.00
Transit Terminal and Admin			53,600	216,565	267,067	25%	66,766.83
Total budget, identifiable operational costs							204,991.83
Assumptions							
Costs shared based on # of bus routes		Costs based on Gas Tax Ratio (Approx)					
COLLTRANS - 3	75%		75%				
BLINK - 1	25%		25%				