Attachment 1: Major Terms and Conditions of the Agreement

| Supplier | Carla Construction and Maintenance Ltd. (the "Licensee") |
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| Location | High Park |
| Summary of Deliverables | Operation and maintenance of a passenger transportation shuttle service at High Park |
| Agreement Type | Licence Agreement |
| Contract start date | On or about December 1, 2025 |
| Initial Term | Five years |
| Options to Extend | Two options to renew for up to five years each, in favour of the City |
| Percentage Fee | The Licensee will pay the City 15% of gross revenue before HST |
| Licensed Area and Routes | See Attachment 2. |
| Shuttle Vehicles and Service | ensure shuttle operators have appropriate training and licence to safely drive the shuttle vehicles. Shuttle operators are Commercial Driver's Licence certified and have either Licence C or B. ensure adequate and appropriate staffing resources to operate and maintain Shuttle Service, which includes sufficient operational managers, shuttle operators, shuttle attendants, maintenance and repair staff, and bookkeeping personnel. ensure adequate shuttle vehicles are in place by April 2026 to meet service requirements and have a back up shuttle vehicle such that service is not impacted should a shuttle vehicle be unavailable for charging, maintenance, or repair. procure an electric fleet over three years (2026-2028) with at least one electric shuttle vehicle to be ready for 2026 season. |
| | The shuttle vehicles the Licensee provides shall: be covered to protect passengers from rain, storm, and direct sun. accommodate 70 passengers per shuttle unit. With two vehicles in operation during peak season, the shuttle vehicles will serve approximately 140 passengers an hour. be able to navigate on designed roadways and pathways to key destination points shown on the route map (Attachment 2), including through passages no wider than ten (10) feet. be equipped with an operable emergency braking system (both powered and passenger units). |

| | be capable of navigating through High Park roads, paths and terrains around and within High Park be able to handle the topography encountered along the route to mandatory stops within the park while fully loaded with passengers. be able to transport equipment and accessories that accompany passengers, including strollers, baby carriers, sports equipment, walkers, and strollers. be wheelchair accessible and can accommodate up to four wheelchairs. means to alert park users and wildlife of the shuttle's presence. |
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| Shuttle Schedule | Peak Season (June – Sept) Daily Schedule: Yellow, blue and pink routes Weekdays from 10am to 6pm, with Shuttle Service available once every 30 minutes. Weekends from10am to 8pm, with Shuttle Service available once every 15 minutes. |
| | Cherry Blossom season (Spring) Daily Schedule: Yellow and blue routes • Weekdays and Weekends from10am to 8pm, with Shuttle Service available once every 15 minutes. |
| | Shoulder Season (April, May, October) Daily Schedule: Yellow and blue routes Weekdays from 10am to 4pm, with Shuttle Service available once every 30 minutes. Weekends from10am to 8pm, with Shuttle Service available once every 15 minutes. |
| | Winter Season (November – March) Daily Schedule: Yellow route only • Weekends from 12pm to 3pm, with Shuttle Service available once every 30 minutes, with potential to modify service for weekdays and weekends to expand as demand requires. |
| Pricing: Regular Fares for Passengers | For 2026, the fare ticket pricing will be: Adult \$8.85 + HST Youth \$6.19 + HST Child \$4.42 + HST Senior \$ 6.19 + HST |
| | The tickets are valid for a minimum of four hours. |

| | Children under three years-old should be able to ride for free and they should be accompanied by an adult. Rates should not be increased more than once a year. Any increases should be within reason and in alignment with cost of living adjustments (inflationary increases). The Licensee is required to send General Manager, Parks and Recreation new rates by November 1 for the upcoming calendar year for review. Should there be concerns for affordability, the General Manager, Parks and Recreation may request changes to rates for equitable access and reasonable requests shall not be denied by the Licensee. Licensee is permitted to offer discounted group rates, provided that rate per person is less than the approved rates. |
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| Affordable Rates Strategy for Equitable Access | The Licensee shall offer: Senior discount days: 50% off every Monday or Tuesday Complimentary rides for individuals with disability on significant events such as International Day of Persons with Disability or local disability advocacy events. Caregiver support program: Reduced or complimentary rides for caregivers or companions travelling with individuals with disabilities. Family pass discounts Indigenous community discount Community partnership programs |
| Capital Improvements | The Licensee will supply: Professional signage for shuttle stops with essential information displayed. charging stations and infrastructure upgrades for the facility to accommodate new shuttle service needs (e.g. electrification). temporary washroom facility for staff use in the Licensed Area. utility meters, if required, to measure and report utility usage. |
| Termination Provisions | The General Manager may, at any time and without cause, terminate this Agreement, in whole or in part, upon giving the Licensee not less than twelve months prior written notice. |

The Licensee may terminate this Agreement at any time upon providing at least twelve months' written notice to the General Manager.

Failure of the Licensee to perform its obligations under the Agreement shall entitle the City to terminate this Agreement upon ten (10) calendar days' written notice to the Licensee if a breach which is remediable is not rectified in that time.

The General Manager may terminate this Agreement if the Licensee defaults in paying any Fee or Additional Fee when due, and any such default is not remedied within five (5) days after written notice.