

## TROLLEY SERVICE AGREEMENT

THIS TROLLEY SERVICE AGREEMENT (this "Agreement"), dated as of May 2021, by and between the NIAGARA FRONTIER TRANSIT METRO SYSTEM, INC. ("Metro"), a New York public benefit corporation with its principal office for the transaction of business at 181 Ellicott Street, Buffalo, New York 14203 and the CITY OF NIAGARA FALLS (the "City"), a New York Municipal Corporation with its principal office for the transaction of business at 745 Main Street, Niagara Falls, New York 14301.

### **Section 1 - Service**

For the year 2021, Metro will provide fixed route open door service (the "Service") from the Niagara Falls International Airport to downtown Niagara Falls, as more fully described herein. The Service will begin on May 28, 2021 and will continue through June 13, 2021 on weekends only (Friday, Saturday and Sunday). Beginning June 14, 2021, service will be seven (7) calendar days following the City's written notice to Metro (the "Service Start Date") and operate daily through and including September 26, 2021. The service will operate weekends only (Friday, Saturday and Sunday) beginning October 1, 2021 through and including October 31, 2021. The Service will operate hourly between 9:00 a.m. and 12:00 a.m. on the Service days indicated above. From November 1, 2021 through December 31, 2021 guests from participating Hotels (defined below) will have access to Metro's regular fixed route, open door non-trolley service. Metro agrees to use reasonable efforts to ensure that the only vehicles used for this Service are the trolley replication vehicles. Attached hereto as **Exhibit A** and incorporated herein by reference is a map showing the agreed upon area of Service.

### **Section 2 - Compensation**

The City will pay Metro **\$4,286.71** per day, for a total of **\$552,985.59**, for the operation of the Service described herein, which total amount shall be payable in six (6) equal installments of **\$92,164.27** on the 15<sup>th</sup> day of each calendar month commencing June 15, 2021.

The Parties agree and acknowledge the possibility that a spike in COVID-19 infection rates can have a significant impact on the tourist/hospitality industry in the City. Accordingly, should there be a rise in COVID-19 related infections resulting in government ordered or mandated closures or restrictions related to tourist/hospitality industry, causing a reduction in the level of Trolley Service under this Agreement, the City may request, in writing, for a reduction in the amount of compensation it is required to make to Metro under this agreement in a percentage proportionate to any reduction in the trolley services described herein.

### **Section 3 - Metro Passes**

Metro will provide the Niagara Falls Hotel Association ("Hotels") with Metro passes ("Passes") for their customers, which can be used as proof of fare. These Passes will be valid for use on all Metro fixed routes from the Service Start Date through December 31, 2021. The

Passes will entitle the Hotels' customers to unlimited access to Metro's regular fixed route bus and rail service on the day and month for which it is validated upon boarding by the Metro operator. All Passes must be validated in Niagara County. For each customer the Hotels provides a Pass or Passes to, the Hotels shall cause a statement to be placed on the customer's bill noting the date and number of Passes provided. The Hotels shall maintain these records for a period of one year and agree to provide these records to Metro for audit purposes.

#### **Section 4 - Termination**

This Agreement may be terminated by either party hereto upon not less than thirty (30) days' prior written notice by the other party hereto if there is a breach of any provision contained herein.

#### **Section 5 - Notices**

All notices delivered pursuant hereto shall be personally served or sent by registered or certified mail, return receipt requested, at or to the addresses set forth in the preamble of this Agreement, or to such other address(es) as a party hereto may, from time to time, designate after the date first set forth above.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first set forth above.

**NIAGARA FRONTIER TRANSIT METRO SYSTEM, INC.**

By: \_\_\_\_\_

Kimberley A. Minkel  
President and COO

**CITY OF NIAGARA FALLS**

By: \_\_\_\_\_

Robert M. Restaino  
Mayor

Attest: \_\_\_\_\_

City Clerk

**EXHIBIT A**

**Map of Service**  
**Area**

See attached.