

**M.D. of Opportunity**  
**TRANSPORTATION POLICY**

**TITLE:** ORGANIZATION  
USE OF MUNICIPAL BUSES

**EFFECTIVE DATE:** March 26<sup>th</sup>, 2024

**POLICY NUMBER:** T.32

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**Purpose of Policy:**

The Council for the Municipal District of Opportunity No. 17 is aware that not all children/youth/seniors who reside within the hamlet boundaries are able to participate in recreational and educational activities due to the lack of transportation. In an effort to alleviate this obstacle, two busses have been acquired for the communities of Wabasca and Calling Lake (users must be within these Hamlet Boundaries) this policy is intended to set out the guidelines for Organizations Users of Municipal District of Opportunity No. 17 busses.

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**Policy Statements**

**Use of Bus:**

1. The use of a municipal bus will be available for various Organizations that operate within the Municipal District of Opportunity No. 17. to transport youth and adults to attend or participate in events/functions in other communities, hamlets, towns and cities within the Province of Alberta.
2. The use of a municipal bus shall be prioritized to Youth Groups who are age 17 and under and Seniors who are age 55 and over on a "first come, first served basis"; a Bus Use Application must be filled which is attached as "Schedule B" to this policy.
3. This Policy, "Use of Municipal Busses", is applicable to the Municipal District of Opportunity No. 17 Program. All costs associated shall be borne by the municipality.
4. The use of a municipal bus used by the Municipal District of Opportunity No. 17 programming must adhere to the policy.
5. All Minor Organized Sports Clubs will each have one free use of the Municipal Charter Bus per year, rental agreement shall be filled out, refundable damage deposit must be paid prior to scheduled trip, all other rentals will be paid as per rate schedule.

**Requirements:**

6. Competent adult supervisors must accompany and maintain control over each Child or Youth in the bus, at all times, at a ratio of one (1) adult to ten (10) Children or Youth (1:10). As per Appendix D.
7. The Operator/Driver of the bus must have a maintained driver file with the M.D. of Opportunity No. 17 Transportation Safety Director as well as all volunteer drivers.
8. All Driver/Operator's shall have a current Vulnerable Sector Check.

**Responsibilities - Organization:**

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9. The cost of all oil, fuel and diesel exhaust fluid (DEF) and other minor repairs associated with the use of the bus, including tire repairs, shall be borne by the MD of Opportunity up to and not to exceed 500 km; costs in excess of 500 km are borne by the user. The municipal charter bus will be provided with a full tank of fuel and must be returned with a full tank of fuel.
10. The organizations shall be responsible for cleaning the bus, as per schedule "D" Pre/Post Trip Inspection.
11. The Driver/Operator shall be exclusively responsible for any traffic, parking or other penalties or fines incurred as a result of any act or violation alleged while the Bus was in their use or possession.
12. The possession of and/or use of Alcohol or Illicit Drugs and the smoking of any substance, including tobacco, is prohibited on any municipal bus.
13. The organizations shall be responsible for the cost of the Driver/Operator (Meals & Accommodations).
14. The organizations must provide a Manifest/Passenger List "Appendix C"
15. The organizations must ensure that the passengers are supervised/picked up upon return of trip "Appendix D"
16. The Transportation Manager or his/her designate is authorized to approve any application for use of a municipal bus.
16. The organizations using the bus must return the bus to the municipal compound upon return of their trip.
17. The Transportation Manager or his/her designate shall direct the completion of prescribed Pre-Trip and Post-Trip Inspection Reports Schedule "D" which are to be attached to the Bus Use Application form.
18. The Transportation Manager or his/her designate may authorize the withdrawal of MD consent and authorization to use a municipal bus if any member of organizations, or any person or party under their direction and control fails to adhere to this Policy.
19. The Transportation Manager or his/her designate will ensure that an alternate transportation plan is established in the event of an emergency circumstance. (Refer to "Yellow Recreation Bus").
20. That a minimum number of 15 passengers are required before the bus can be scheduled and booked.
21. That out of town trips must be scheduled to return within 13 hours of departure; if a trip will exceed the 13 hours, the trip shall be considered an "overnight trip" whereby the necessary accommodations must be made and borne by the responsible organization. Log book required if unit exceeds 160km from stationed base.
22. M.D Departments may utilize the Bus provided they book/schedule the bus, and all fees will be waived for Municipal sponsored events.
23. When the Municipal bus breaks down during an out of town trip, and when the second Municipal bus is not available, the Bus operator will call Diversified Transportation Ltd. @ 780 743-2244 ext. 236 or 780 743-2244 ext. 204 to pick up passengers and complete the trip.
24. The organizations that book the Charter Bus should be aware that unforeseen circumstances can happen on the road and should be prepared to spend an extra night away from home.  
**Example: Running out of service hours or bus break down.**

**DRAFT PRESENTED:** February 10, 2015  
**AMENDED & APPROVED:** January 25, 2017

**Bus Transportation Service**

**Required Licenses to Operate Bus:**

Class 5 License	Less than 15 passengers	Not for hire (Non Commercial)
Class 4 License	Less than 24 passengers	Taxi, Ambulance, Limousines & Shuttle
Class 2 License	More than 15 and School Bus	
Class 5 License is 15 passengers including Driver – Privately Owned		

**All MD Vehicles Have Commercial Fleet Plates and Fall Under NSC Guidelines Including a Class 4 or 2 License as Well as C.V.I.P Every Six Months for 12 – 15 Passenger Vans.**

## POLICY SCHEDULE "B" T.32 POLICY

### Organizations **USE OF MUNICIPAL BUSES** Bus Use Application

Name of Organizations: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Date of Function/Trip: \_\_\_\_\_

Brief Description of function/trip including numbers of individuals/supervisors in bus and departure/arrival day and time

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Number of Days Required: \_\_\_\_\_

Time period required: \_\_\_\_\_

Signature of User: \_\_\_\_\_

#### Administration Use:

Booked on Calendar/Driver: Yes/No Date: \_\_\_\_\_ (Staff Initials) \_\_\_\_\_

Driver's Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Emergency Driver: \_\_\_\_\_ Phone Number: \_\_\_\_\_

#### Office Use:

Pre Inspection Date and Time: \_\_\_\_\_

Date and time of Drop Off: \_\_\_\_\_

Post Inspection Date: \_\_\_\_\_/Location: \_\_\_\_\_

\_\_\_\_\_  
Signature of Transportation Manager

\_\_\_\_\_  
Date

**SCHEDULE "C" – T.32 POLICY**  
**Organizations USE OF MUNICIPAL BUSES**

**Rates Schedule**

Any or all of the Damage Deposit may be kept for the following reasons:

1. Violations of any portion of the "Bus Rental Agreement."

2. Cancellations:

Description	Deduction
7 business days or less from date of the event	25% of Damage Deposit
2 business days or less from date of the event	50% of Damage Deposit
Cancellation due to extenuating circumstances	Transportation Manager or his/her designates authorized to determine whether or not the Bus User qualifies for a full or partial refund of Damage Deposit.

3. Recreation Bus Interior:

Description	Deduction
Cleaning	10% of Damage Deposit (Schedule "D")
Damages	Cost of Repair

4. Rental Rates:

Rate	Damage Deposit
<b>Half day rate:</b> \$250.00 (4 hrs or less) <b>Daily Rate:</b> \$400.00 (5 hrs or more) <b>Weekend Rate:</b> \$750.00 <b>One Week Rate:</b> \$1000.00 *Week end: 3 days *One week: 7 days	<b>Half day rate:</b> \$250.00 (4 hrs or less) <b>Daily Rate:</b> \$400.00 <b>Weekend Rate:</b> \$750.00 <b>One Week (7 day):</b> \$1000.00

Changes to rental rates to absorb fuel cost

**SCHEDULE "D" – T.32 POLICY**

**Organizations USE OF MUNICIPAL BUSES**

**Booking Pre/Post Trip Inspection**

To receive a refund of any or all of the Damage Deposit, the following items must be inspected:

**5. Pre-Trip:**

<b>Description</b>	<b>User</b>	<b>M. D. Designate</b>
Seats clean		
Seats free from damage (look for holes, cuts, stains)		
Floors clean		
Floors free of damage		
Washroom (clean and sanitize toilet)		
Washroom free of damage		
Windows clean		
Windows free of damage		
Overall cleanliness		
Free of graffiti		
Fuel tank full/DEF tank		
Garbage removed		
Items or debris removed		
Garbage bags and container provided		

**6. Post Trip:**

<b>Description</b>	<b>User</b>	<b>M. D. Designate</b>
Seats clean		
Seats free from damage (look for holes, cuts, stains)		
Floors spot clean		
Floors free of damage		
Washroom (clean and sanitize toilet)		
Washroom free of damage		
Windows clean		
Windows free of damage		
Overall cleanliness		
Free of graffiti		
Fuel tank full/DEF tank		
Garbage removed		
Items or debris removed		
Garbage container		

**PROCEDURES APPENDIX "B"**  
**ORGANIZATION USE OF**  
**MUNICIPAL BUS**

**Bus Rental Agreement**

**AN AGREEMENT** made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**BETWEEN:**

**Municipal District of Opportunity No. 17**  
A Municipality with an office of P.O. Box 60  
Wabasca, Alberta T0G 2K0  
(hereinafter referred to as the "Owner")

**OF THE FIRST PART**

- and -  
The Organizations bus users

\_\_\_\_\_

**OF THE SECOND PART**

**WHEREAS** the Organization bus users has completed the bus use application Schedule "B".

**AND WHEREAS** the Organization wishes to occupy and utilize the Bus for its goals, purposes and objectives;

**AND WHEREAS** the Owner of the Bus wishes to permit the Organizations to occupy and utilize the Bus;

**IN CONSIDERATION** of the terms and covenants contained herein, the Parties hereto agree as follows:

1. Ownership of the Bus shall remain with the Owner throughout the period of time while it is in the possession and control of the Organizations using the bus;
2. While the Bus is in the possession or under the control of the Organizations it shall not permit any person to drive unless he/she is the holder of an active driver's file with the M.D. of Opportunity No. 17 Transportation Safety Director which specifically permits that person to operate the Bus. For purposes of this Agreement the identity of the person(s) permitted to operate or drive the Bus is as follows:

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- (a) Full Name;
- (b) Phone Number(s);
- (c) Driver's Abstract c/w Valid Class 1 or 2 Alberta License
- (d) Criminal Record Check
- (e) Child Welfare Check

3. The Organizations shall not permit any person to operate or drive the Bus while under the influence of any drug, medication or alcohol.
4. During the period of time when the Bus is in the possession and under the control of the Organization it shall not permit the same to be used for any other purpose or use except as stated below.
5. The Organizations using the bus shall conduct a Pre and Post Trip inspection of the Bus at the time it takes possession and at the time it returns possession, particulars of both inspections being fully described in Schedule "B" attached hereto.
6. The Parties agree that possession of the Bus shall be available on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, and will be returned on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, at the MD of Opportunity Transportation Compound.
7. The Organizations shall, within 24 hours of the event, bring to the attention of the Owner particulars of any collision, accident, mishap, error, omission, inappropriate deliberate act or act of negligence arising from its use or possession of the Bus, including those of any person driving the Bus, occupying the Bus, or any outside or third party.
8. The Owner shall at all times during the course of this Agreement maintain a comprehensive policy of insurance covering the potential loss, harm, damage, and/or passenger hazard insurance which may arise as a result of this Bus being utilized for the purposes outlined herein.
9. Each party shall indemnify and save harmless the other party of and from all fines, suits, claims, demands, actions, costs, charges and expenses of any kind or nature which such party may become liable for or suffer by reason of any breach, violation or non- performance by the other party of any covenant, term or provision hereof or by any reason of injury occasion to or suffered by the person or persons or any other property by reason of any act, neglect, or default on the part of the other party or any of its employees, agents, independent contractors, invitees or licensees.
10. This Agreement shall be governed by the laws of the Province of Alberta.



Municipal District of Opportunity No. 17

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Position: \_\_\_\_\_

Organization: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Position: \_\_\_\_\_

## PROCEDURES APPENDIX "C"

### Organizations **USE OF MUNICIPAL BUS**

#### **Bus Booking Procedures Checklist**

<b>Description</b>	<b>User</b>
Make booking at least 14 days in advance	
Review the Rental Agreements and ensure understanding of all requirements.	
Review all information and checklists provided by the Municipal District of Opportunity No. 17 to ensure understanding of all requirements.	
Confirm date by completing Rental Agreement and paying rate and damage deposit fees.	
Review cancellation policy (see Deductions Schedule "C")	
Inform all organizers of requirements of agreements and checklists.	
Complete Pre Trip Inspection with M.D. of Opportunity Designate.	
Arrange supervision; complete Supervision Checklist Appendix "D"	
Complete Post Trip Inspection with M.D. of Opportunity Designate	
Manifest/Passenger List Provided.	

**Updated January 25, 2017**

## PROCEDURES APPENDIX “D”

### Organizations **USERS OF MUNICIPAL DISTRICT NO. 17 BUS**

#### **Supervision Checklist**

It is the Organizations Users responsibility to ensure that their trip is conducted in accordance with the MD of Opportunity No. 17 policies, procedures and agreements.

<b>Description</b>	<b>User</b>
A high level of supervision must be provided as per policy	
Consideration must be given to ensuring male and female supervisors	
Bus User must ensure all Supervisors are aware of and understand the following responsibilities:	
• Provide active supervision to deter undesired behaviours but are not required to provide physical interventions – call RCMP	
• Call for help in medical emergencies	
• Report violations	
• Not consume liquor immediately to or during the performance of duties, nor be intoxicated during performance of supervision duties	
• Ensure maximum occupancy of Bus is not exceeded	
• Inform anyone smoking that it is a non-smoking bus and they shall be removed if they continue smoking	
• <b>Check, tidy, empty garbage and restock washrooms as required throughout the trip</b>	
• Ensure participants treat bus with respect – e.g. not allow guests to climb over seats or damage bus	
• The Organization must ensure that the passengers are supervised/picked up upon return of trip	

**Updated January 25, 2017**

## PROCEDURES APPENDIX "E"

### Bus Rental - Damage and Refund Report

Name of Organizations User: \_\_\_\_\_  
 Address: \_\_\_\_\_ Contact number: \_\_\_\_\_  
 Trip Description: \_\_\_\_\_ Trip Date: \_\_\_\_\_

**Inspections:**

Description	PRE-Trip Condition	User	M.D. Desig.	POST-Trip condition	User	M.D. Designate
Seats						
Graffiti						
Bathrooms						
Floors						
Garbage						
Windows						
Compartments						
Spills/Stains						

Organizations Users Signature: \_\_\_\_\_

**Municipal District of Opportunity No. 17 Designate Signature:**

\_\_\_\_\_

\* Municipal District of Opportunity No. 17 Designate any additional notes go on the back.

**Any Additional Notes:**

**REFUND REQUEST:**

Please make cheque in the amount of \$ \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
 Payable to the Organizations Users: \_\_\_\_\_

6-00-00-00-473-00 - \$ \_\_\_\_\_  
 Damage Holding Account

1-32-00-31-416-00 - \$ \_\_\_\_\_  
 Bus Rental Account

Municipal District of Opportunity No. 17  
 Manager/Director Signature: \_\_\_\_\_

\*Administration please ensure that you have attached a copy of all receipt(s) pertaining to this report

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**MUNICIPAL DISTRICT OF OPPORTUNITY  
NO.17**

**Destination:** \_\_\_\_\_

Depart Date: \_\_\_\_\_

Return Date: \_\_\_\_\_

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## USE OF MUNICIPAL BUSES

### **Volunteer Bus Drivers**

The MD of Opportunity can allow volunteers to operate municipal vehicles as long as they are legally qualified /licensed to operate that vehicle.

The following requirements MUST be met by the volunteer driver:

- Drivers abstract with claims and history
- Copy of current driver's license
- Application form
- Copy of time records from employer (if employed by other than MD).
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NSC Training:

- Hours of service
- Trip Inspections
- Cargo securement
- Passenger securement
- Annual driver evaluation

Volunteer driver and passengers would not be covered by WCB in the event of an at fault incident and injury liability would likely fall on the MD of Opportunity being the owner of the municipal bus.