

**REQUEST FOR PROPOSALS
FOR OPERATING
FERRY BOAT – WATER TAXI SERVICE
ON PRESQUE ISLE BAY**

January 9, 2025

**ERIE-WESTERN PENNSYLVANIA PORT AUTHORITY
1 HOLLAND STREET
ERIE, PA 16507
PHONE: (814)455-7557
FAX: (814) 455-8070**



REQUEST FOR PROPOSALS

The Erie-Western Pennsylvania Port Authority, 1 Holland Street, Erie, PA 16507 will receive sealed proposals for qualified bidders for the operation of a water taxi service on Presque Isle Bay. Proposals will be received until **Thursday, February 6 at 4:00 PM.** at the office of the Erie-Western Pennsylvania Port Authority, 1 Holland Street, Erie, PA 16507, at which time and place all bids will be opened publicly.

Information for the preparation of proposals may be obtained at the Port Authority Office between the hours of 8:30 a.m. and 4:30 p.m. Monday through Friday or online at www.porterie.org. Proposal specifications may be reviewed at the Port Authority Office during regular business hours as stated above.

The submission of proposals will obligate the prospective operator *not to discriminate in employment practices* in accordance with the Pennsylvania Human Relations Act and all applicable federal and state laws, rules and regulations. The Erie-Western Pennsylvania Port Authority reserves the right to accept or reject any proposal in whole or in part and to waive irregularities and to accept or reject any and all bids.

Julie Slomski
Executive Director

Erie Times News: January 9, 2025, January 16, 2025

GENERAL INFORMATION

The Erie-Western Pennsylvania Port Authority (EWPPA) is currently seeking proposals for the operation of a ferry boat-water taxi service on Presque Isle Bay. Proposals will be accepted until 4:00 PM on Thursday, February 6, 2025 at the office of the Erie-Western Pennsylvania Port Authority, 1 Holland Street, Erie, PA 16507.

The intent of the EWPPA is to reinstate water taxi service throughout Presque Isle Bay and to Presque Isle State Park. The central location from which prospective operators will conduct this service will be DOBBINS LANDING and/or the South West Corner of the East Canal Basin (See Exhibit A). The proposed water taxi route is attached as Exhibit B. It should be noted that this is a *proposed route only* and is subject to change. The successful proposer will be expected to provide, at a minimum, weekend service from May 23 – September 30, 2025, with the additional options to provide weekday service and/or service beginning May 1st 2025 and ending October 31st, 2025. Weekend service is defined as Friday, Saturday and Sunday from 10:00 a.m. to 6:00 p.m.

In support of the Water Taxi service the EWPPA will make available to the operator, at no boat or slip lease cost, one of two vessels known as Aquabus I and Aquabus II. The EWPPA will make the final determination of which vessel shall be selected for taxi service. The selected vessel may be used by the proposer for boat charters, tours and other commercial purposes as defined by the size of the vessel and approved by the US Coast Guard. The operator will be responsible for providing all operating, insurance and general maintenance costs for the vessel during the operating season. Additionally, the EWPPA may be willing to make the second vessel available to the operator for additional water taxi and charter activities; however, the operator will be required to provide dockage for this vessel in addition to operating, insurance and general maintenance costs.

Attached as Exhibit C are the most recent Certificates of Inspection for Aquabus I and Aquabus II, which are currently expired. It is anticipated that the successful proposer will work with the US Coast Guard and the EWPPA to secure a new Certificate of Inspection for the selected vessel. Proposers are invited to view Aquabus I and Aquabus II **by appointment only** at a walk-through on January 23, 2025, from 11 AM to 3 PM. **Appointments may be scheduled by emailing info@porterie.org or calling 814 455-7557.**

(In case of inclement weather, the alternative scheduled walk throughs will occur on January 30th 2025 from 11 AM – 3 PM.)

Attached as Exhibit D is a proposed copy of the Draft Operating Agreement between the EWPPA and the prospective service contractor. This Operating Agreement will serve as the basis for negotiations between EWPPA and the prospective service contractors. As further described in the Draft Operating Agreement, the Operator shall be responsible for Salaries, General Maintenance, Insurance, Fuel, Haul-Out and Winterization including shrink wrap to be completed by October 30th, 2025, and Spring Inspection.

In order to be assured of consideration, proposals MUST contain all of the information specified in this “Request for Proposals”. Statements must be complete and accurate; omissions, inaccuracies or mis-statements may be cause for rejection of the proposal.

Your proposal must include the Prospective Service Contractor’s information and the Financial Terms form. Prospective proposer information MUST be completed in their entirety. Any additional information may be submitted that will enable the EWPPA to make an informed decision.

This is NOT AN OFFER --- It is a Request for Proposals. The EWPPA will evaluate each proposal based on the information provided. By submission of a proposal, the proposer acknowledges and agrees that the EWPPA has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information contained in the proposal and authorizes the release to the EWPPA of any and all information sought in such inquiry or investigation. The EWPPA may choose to enter into negotiations with one or more entities submitting proposals. Any proposal selected by the EWPPA shall not be binding upon the EWPPA and shall remain negotiable until a definitive, written contract is approved by the Board of Directors of the EWPPA and is executed by the individual or entity submitting the proposal.

PROPOSER INFORMATION
&
FINANCIAL CONSIDERATION

PROPOSER INFORMATION

Statements and answers relating to each question in this questionnaire may be answered on the page on which the question is found or by attaching letter-sized supplemental sheets.

CONTACT PERSON:

Name and address of the proposer’s representative for purposes of notices or other communications relating to the proposal:

PHONE: _____

CELL PHONE: _____

EMAIL: _____

The proposer is a:

(Check One)

- 1. Sole Proprietorship _____
- 2. Partnership _____
- 3. Corporation _____
- 4. Other _____

(Explain) _____

NOTICE: If the proposer is owned by partnerships and/or privately-held corporations, then these other entities must also complete the appropriate pages and furnish (1) the required financial statement; (2) surety information; (3) bankruptcy information; and (4) information on prior or pending litigation. Ultimately, every direct or indirect beneficial interest in the proposer which is greater than five percent (5%) shall be disclosed until all such owners (hereinafter referred to as “Controlling Parties”) are shown to be either individuals or publicly-held corporations.

It is the intention of the Authority to hold such information confidential.

PROPOSER'S PARTNERSHIP STATEMENT: (Complete if appropriate)

If the proposer is a partnership, answer the following:

1. Date of organization: _____
2. General Partnership: _____
Limited Partnership: _____
3. Has the partnership done business in the State of Pennsylvania?
YES: _____ NO: _____

If yes, please answer the following:

WHEN? _____

WHERE? _____

4. Name, address and partnership share of each general and limited partner:

<u>General/Limited</u>	<u>Share</u>	<u>Name & Address</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

5. Attach a complete copy of the Partnership Agreement.

PROPOSER'S CORPORATION STATEMENT (Complete if appropriate)

If the proposer is a corporation, answer the following:

1. Date of incorporation: _____
2. Place of incorporation: _____
3. Is the corporation authorized to do business in Pennsylvania
YES: _____ NO: _____

PROPOSER'S EXPERIENCE AND INTENDED OPERATIONS STATEMENT

Describe in detail the duration and extent of your business experience with special emphasis upon water borne service. Also state in detail the names and pertinent experience of the persons who will be directly involved in the management and operation of the water taxi. Provide detail around your proposed operation schedule, additional charters, and proposed fee passenger schedule in this section.

PROPOSER'S FINANCIAL STATEMENT

The proposer, controlling parties, and any person or business entity guaranteeing the performance of the proposer must attach a complete report, prepared in accordance with generally accepted accounting practices, reflecting current financial condition. The report should also include audited balance sheets and annual income statements for each of the three (3) most recent years. The person or entity covered by the statement must be prepared to substantiate all information shown.

EXHIBIT A

MAP OF DOCKING AREAS

Exhibit A: Map of Docking Areas



Exhibit A: Map of Docking Areas



Exhibit A: Map of Docking Areas

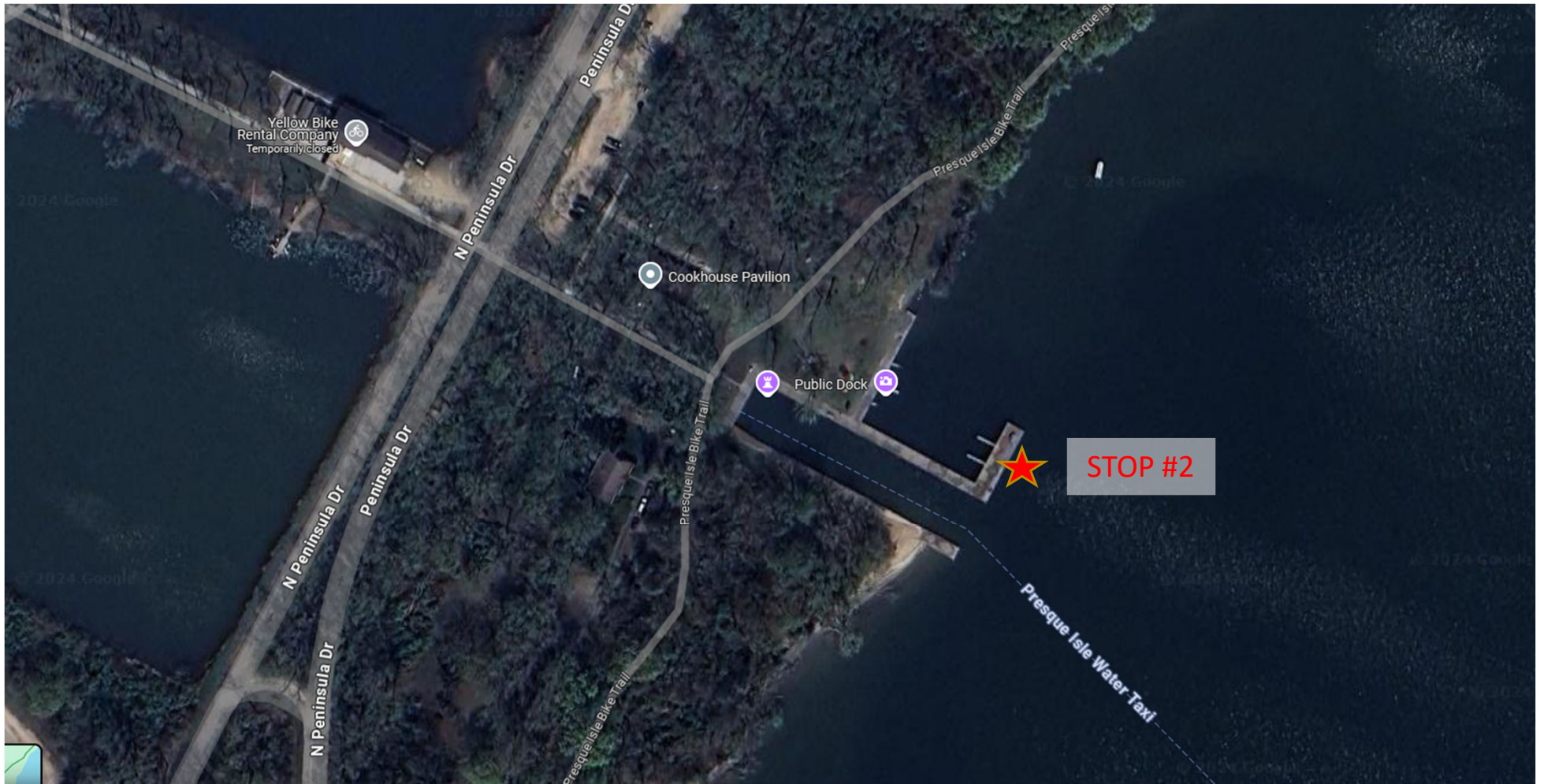


EXHIBIT B

TAXI ROUTE

EXHIBIT C

CERTIFICATE OF INSPECTION

Current



United States of America
Department of Homeland Security
United States Coast Guard

Certification Date: 05 May 2015
Expiration Date: 05 May 2020
IMO Number:

Certificate of Inspection

For ships on international voyages this certificate fulfills the requirements of SOLAS 74 as amended, regulation V/14, for a SAFE MANNING DOCUMENT.
Ex. Name WILLARD 40WT1

Vessel Name AQUABUS I	Official Number 1092982	Call Sign WCZ7923	Service Passenger (Inspected)
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Hailing Port ERIE PA	Hull Material FRP (Fiberglass)	Horsepower 150	Propulsion Diesel Reduction
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Place Built ANAHEIM CA, UNITED STATES	Delivery Date 10Apr2000	Date Keel Laid 31Oct1999	Gross Tons R-17	Net Tons R-13	DWT L	Length R-40
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Owner PORT AUTHORITY OF THE CITY ERIE 1 HOLLAND STREET ERIE, PA 16507 UNITED STATES	Operator AQUA PALS LLC 3933 LEPRECHAUN LN ERIE, PA 16510-3259 UNITED STATES
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This vessel must be manned with the following licensed and unlicensed personnel. Included in which there must be 0 certified lifeboatmen, 0 certified tankermen, 0 HSC type rating, and 0 GMDSS Operators.

1 Master	0 Master & 1st Class pilot	0 Radio Officer(s)	0 Chief Engineer	0 QMED/Rating
0 Chief Mate	0 Mate & 1st Class Pilot	0 Able Seamen/ROANW	0 1st Asst. Engr/2nd Engr.	0 Oilers
0 2nd Mate/OICNW	0 Lic. Mate/OICNW	0 Ordinary Seamen	0 2nd Asst. Engr/3rd Engr.	
0 3rd Mate/OICNW	0 1st Class Pilot	0 Deckhands	0 3rd Asst. Engr.	
			0 Lic. Engr.	

In addition, this vessel may carry 35 passengers, 0 other persons in crew, 0 persons in addition to crew, and no others.
Total persons allowed: 36

Route Permitted and Conditions of Operation:

---Great Lakes---

VESSEL IS PERMITTED OPERATION ON LAKE ERIE, NOT TO EXCEED 1 MILE FROM LAND, BETWEEN 16 APRIL TO 30 SEPTEMBER.

01 OCTOBER TO 15 APRIL - LIMITED TO PRESQUE ISLE BAY.

IF THE VESSEL IS AWAY FROM A DOCK, OR PASSENGERS ARE ON BOARD, OR HAVE ACCESS TO THE VESSEL, FOR A PERIOD EXCEEDING TWELVE (12) HOURS IN ANY TWENTY-FOUR (24) HOUR PERIOD AN ALTERNATE CREW SHALL BE PROVIDED.

THE MINIMUM NUMBER OF CHILD-SIZE LIFE PRESERVERS REQUIRED IS FOUR (4). WHEN MORE THAN FOUR (4)

SEE NEXT PAGE FOR ADDITIONAL CERTIFICATE INFORMATION

With this Inspection for Certification having been completed at Buffalo, UNITED STATES, the Officer in Charge, Marine Inspection, Sector Buffalo certified the vessel, in all respects, is in conformity with the applicable vessel inspection laws and the rules and regulations prescribed thereunder.

Annual/Periodic/Quarterly Reinspections				Signature	This certificate issued by:
Date	Zone	A/P/Q			
-	-	-	-		 R. L. Helton, CDR, By Direction Officer in Charge, Marine Inspection Sector Buffalo Inspection Zone
-	-	-	-		
-	-	-	-		
-	-	-	-		
-	-	-	-		

Current



United States of America
Department of Homeland Security
United States Coast Guard

Certification Date: 05 May 2015
Expiration Date: 05 May 2020
IMO Number:

Certificate of Inspection

For ships on international voyages this certificate fulfills the requirements of SOLAS 74 as amended, regulation W14, for a SAFE MANNING DOCUMENT.

Vessel Name AQUABUS II	Official Number 1092980	Call Sign WCZ8087	Service Passenger (Inspected)				
Hailing Port ERIE PA	Hull Material FRP (Fiberglass)	Horsepower 150	Propulsion Diesel Reduction				
Place Built ANAHEIM CA, UNITED STATES	Delivery Date 01May2000	Date Keel Laid	<table border="1"> <tr> <td>Gross Tons R-17 L</td> <td>Net Tons R-13 L</td> <td>DWT</td> <td>Length R-40 L</td> </tr> </table>	Gross Tons R-17 L	Net Tons R-13 L	DWT	Length R-40 L
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Owner PORT AUTHORITY OF THE CITY ERIE 1 HOLLAND STREET ERIE PA 16507 UNITED STATES	Operator AQUA PALS LLC 3933 LEPRECHAUN LN ERIE PA 16510-3259 UNITED STATES						

This vessel must be manned with the following licensed and unlicensed personnel. Included in which there must be 0 certified lifeboatmen, 0 certified tankermen, 0 HSC type rating, and 0 GMDSS Operators.

1 Master	0 Master & 1st Class pilot	0 Radio Officer(s)	0 Chief Engineer	0 QMED/Rating
0 Chief Mate	0 Mate & 1st Class Pilot	0 Able Seamen/ROANW	0 1st Asst. Engr/2nd Engr.	0 Oiler
0 2nd Mate/OICNW	0 Lic. Mate/OICNW	0 Ordinary Seamen	0 2nd Asst. Engr/3rd Engr.	
0 3rd Mate/OICNW	0 1st Class Pilot	0 Deckhands	0 3rd Asst. Engr.	
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Annual/Periodic/Quarterly Reinspections				This certificate issued by: R. L. Helton, CDR, By Direction Officer in Charge, Marine Inspection Sector Buffalo Inspection Zone
Date	Zone	A/P/Q	Signature	
-	-	-	-	
-	-	-	-	
-	-	-	-	

EXHIBIT D

DRAFT OPERATING AGREEMENT FOR WATER TAXI

SAMPLE OPERATING AGREEMENT

THIS OPERATING AGREEMENT, made and entered into at Erie, Pennsylvania, this 1st day of _____, 2025, by and between:

ERIE-WESTERN PENNSYLVANIA PORT AUTHORITY, a third class city port authority of the Commonwealth of Pennsylvania, with its principal office in the City of Erie, County of Erie, and Commonwealth of Pennsylvania, hereinafter known as “Owner;”

AND

TBD

WHEREAS, the Owner owns a water taxi vessel identified as Aquabus II, used as a water taxi on Presque Isle Bay and the adjacent waters of Lake Erie (the “Water Taxi”); and

WHEREAS, the Owner and Operator desire to enter into this Operating Agreement for the purpose of setting forth the rights, responsibilities and duties of the parties hereto for the operation of Aquabus II by the Operator on behalf of the Owner.

NOW THEREFORE, in consideration of the promises set forth herein, the performance by the parties hereto of all duties and obligations hereinafter set forth, and intending to be legally bound hereby, the parties hereto agrees as follows:

1. **The Equipment.** The equipment to be provided by the Owner is one fully-equipped and outfitted Water Taxi. The Water Taxi is to be operated by the Operator as set forth herein on Presque Isle Bay and the adjacent waters of Lake Erie:

(a) The Operator will operate and maintain the Water Taxi in a safe and proper manner, giving careful consideration to all safety requirements for the operations of the Water Taxi on Presque Isle Bay and the adjacent waters of Lake Erie. The Operator shall be responsible for the following matters with reference to the Water Taxi:

- (i) Proper and safe operation of the Water Taxi in accordance with the Operations and Maintenance Manual provided by the Owner.
- (ii) Providing routine maintenance, including engine and safety equipment, on the Water Taxi in accordance with the schedule and procedures of the Operation and Maintenance Manual provided by the Owner.
- (iii) Providing the necessary fuel, oil, coolants, fluids, filters, light bulbs, fuses, belts and hoses in accordance with specifications set forth by the manufacturer of the Water Taxi.
- (iv) Repairing all damage to the Water Taxi resulting from their operation, including scratches, hull damage, or other damage due to lack of proper maintenance.
- (v) Arranging for haul-out by the Owner.
- (vi) Wrapping and winterizing the Water Taxi by October 31st in accordance with the manufacturers specifications and with inspection and approval of Owner.

2. **Personnel.** The Operator will provide experienced, licensed personnel for the operation of the Water Taxi. The Operator will be responsible for the hiring and training of all personnel, providing appropriate uniforms and for the employment of such personnel as is necessary for the proper operation and maintenance of the Water Taxi.

3. **Marketing Services.** The Operator will provide all marketing services for the Water Taxi including reservation services, promotions and special events.

4. **Hours of Operation.** The Water Taxi will be operated by the Operator at a minimum of three (3) days a week (Friday, Saturday and Sunday) from May 23, 2025 through September 30, 2025, weather conditions permitting, in accordance with a schedule of operations (the "Operating Schedule") to be determined by the Operator and approved by the Owner. A copy of such Operating Schedule is attached hereto and incorporated herein as Exhibit A.

5. **Term.** The term of this Operating Agreement shall commence on May 1, 2025, and continue for a term of one (1) boating season from and after such date of commencement and shall terminate on October 31, 2025. The Owner, in its sole discretion, may terminate this Operating Agreement at any time during the term hereof, or during any renewal period, upon the giving of ninety (90) days notice. The agreement may be extended for an additional one (1) boating season with the approval of the Owner.

6. **Insurance.** The Operator shall provide all insurance for the Water Taxi, and the operation thereof, including the following:

- (a) Hull insurance in a minimum amount of \$104,000;
- (b) Commercial General Liability Insurance coverage with each occurrence of \$1,000,000 and Aggregate Limits of \$2,000,000. Any deductible must be approved by the Owner;
- (c) Automobile Liability - (including hired/non-owned autos) with a Combined Single Limit of \$1,000,000;
- (d) Workers Compensation with limits \$500,000/\$500,000/\$500,000
- (e) Umbrella/Excess Liability - not less than \$5,000,000 Per Occurrence and Aggregate.

The Hull, Commercial General Liability, Automobile Liability and Umbrella Liability policy must be written on an occurrence basis and must be endorsed to name the Owner (as defined herein) together with its subsidiaries and related entities as Additional Insured. The Certificate shall provide for thirty (30) days' notice to the Owner for cancellation or any change in

coverage. Copies of insurance policies shall promptly be made available to the Owner upon request.

7. **Damage and Destruction.** In the event that during the term of this Operating Agreement, the Water Taxi is damaged or destroyed, the Owner has the option to rebuild or repair.

8. **Waiver of Subrogation:** The Operator hereby waives all rights against the Owner and its customers, consultants, subcontractors, agents and employees, for damages to the extent such damages are covered by the proceeds of the insurance required by this Agreement. If the policies of insurance referred to in this Agreement require an endorsement to provide for continued coverage where there is a waiver of subrogation, Operator shall cause them to be so endorsed.

9. **Use.**

(a) Operator shall have the right to use the Water Taxi for the lawful purpose of operating a Water Taxi service on the waters of Presque Isle Bay and Lake Erie in accordance with the rate schedule attached hereto as Exhibit A. The Water Taxi will be handicapped accessible at all three Water Taxi stops. Owner will provide ramps for ingress and egress. Owner will approve and publish, at least annually, a written rate schedule which will also be available to the public. Operator will operate on such dates and times as is set forth in the Operating Schedule attached hereto as Exhibit A.

(b) The parties agree that the Operator will be permitted the use of one ticket office of a size and at a location specifically approved by the Owners, for the purpose of

advertisement and selling tickets. No other ticket offices or solicitation of sale of tickets will be allowed on the Dobbins Landing or its approaches or environs. All signs must be attached to the ticket office and meet the approval of Owner in regard to size. Letters and numbers on the signs for the ticket office must be no more than six (6) inches in size. The size, form, or content of the signs, whether placed by Operator on Dobbins Landing or on the Water Taxi, shall first be approved by the Owner before the Operator shall so place or so display any such signs. No soliciting for sale of tickets will be done by Operator or his agents on Dobbins Landing or its approaches or environs.

(c) Except as otherwise approved by the Owner, Operator agrees that he will provide Water Taxi Service only and that he will not engage in selling any other goods or services in conjunction with the operation of the Water Taxi.

(d) The Water Taxi may not be subleased by the Operator.

(e) The Water Taxi must meet all United States Coast Guard standards for safety and must be operated by the Operator in full compliance with accepted practices and procedures of the United States Coast Guard or other agency having jurisdiction and with the current rules and regulations of the Owner.

(f) Operator agrees to comply with all the provisions of the Commercial Use License pertaining to the operation of a Ferry/Water Taxi Service at various locations at Presque Isle State Park, a copy of which is attached hereto as Exhibit B.

(g) The parties agree that the use of mechanical or electronic amplifiers (or public address system) on Port Authority property or environs or on the Water Taxi, except for safety purposes, is prohibited.

(h) Operator shall replace and repair at his expense any and all damage to Owner's property, its railings, or attached equipment, which is caused by Operator, his customers, employees, agents, or assigns.

(i) Owner shall have the right to perform inspections of the Water Taxi at any time.

10. **Indemnification.** To the fullest extent permitted by law, Operator shall indemnify, defend and hold harmless the Owner, its officers, agents and employees, authorized representatives, tenants and customers, from and against any claims or demands (including costs, expenses and reasonable attorney's fees on account thereof), just or unjust, that may be made:

- (i) by anyone for injuries to persons or damage to property (including theft) alleged to arise out of or resulting from the provisioning of goods or services to the Owner, or from acts or omissions of persons furnished by Operator or its subcontractor(s) or persons under Operator or its subcontractor(s)' supervision or control; and,
- (ii) by persons furnished by the Operator or its subcontractors(s) under Workers Compensation or similar acts, and regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

The indemnification and hold harmless obligations of this Section 10 survive the expiration or other termination of the Agreement.

(b) At the conclusion of each operating session, and not later than January 31 of the following year, Operator will provide to Owner complete daily ridership statistics from the

Water Taxi as well as complete financial records, including tax returns and profits and loss statements, pursuant to this Operating Agreement.

(c) Owner reserve the right to utilize the Water Taxi for its own purposes at such times as appropriate for Owner's use, but so as not interfere with Operator's normal operations. The Operator shall provide personnel required to operate the Water Taxi in situations where the Owner needs to utilize the Water Taxi. Operator shall provide this service to the Owner at no additional cost to the Owner.

(d) Operator may operate special charter trips ("Charters") subject to the approval of the Owner requested at least twenty-four (24) hours in advance.

11. **No Encumbrance of Water Taxis.** Operator may not, at any time during the term of this Operating Agreement, encumber by mortgage or other security instrument, by way of assignment or otherwise, Operator's interest under this Operating Agreement.

12. **Assignment and Subleasing.** Operator shall not have the privilege of assigning or subletting its interest in this Operating Agreement, without the prior written approval of the Owner.

13. **Default.**

(a) The following shall constitute events of default hereunder:

(i) Operator's failure to perform any other covenant, conditions, or agreement contained herein and the continuance of such failure without the curing of the same for a period of ten (10) days after receipt by Operator of notice in writing from Owner specifying the detail and nature of such failure.

- (ii) The adjudication of the Operator as a bankrupt, or the making of an assignment for the benefit of creditors by the Operator, or the sale under execution or other process of the Operator's interest hereunder, and the failure of the Operator to have such adjudication, appointment, or execution set aside within one hundred and twenty (120) days after the issuance of the same.

(b) In the event Operator shall fail to cure any default(s) within the time period provided hereinabove, Owner may, at its options, give to Operator a notice of election to terminate this Operating Agreement upon a date specified in such notice, which date shall not be less than ten (10) business days after the date of receipt by Operator of such notice from Owner. Upon the date specified in the notice, this Operating Agreement shall be canceled and terminated. All rights of the Operator shall cease, and possession and control of the Water Taxi shall be returned to the Owner.

14. **Binding Effect.** This Operating Agreement shall extend to and be binding upon the parties hereto, their heirs, successors, and assigns.

15. **Notices.** Any notice from one party to the other hereunder shall be in writing and shall be deemed to have been fully given if delivered personally or mailed enclosed in a certified post paid envelope address to the respective addresses stated below, or such other address as may be officially designated by either party:

To the Owner at: 1 Holland Street
 Erie, PA 16507

To the Operator at: OPERATOR
 NAME/ADDRESS

16. **Entire Contract.** This Operating Agreement constitutes the entire contract between the parties hereto and there are no other understandings, promises, representations, or

warranties, oral or written, relating to the subject matter of this Operating Agreement, which shall be deemed to exist or to bind any of the parties hereto, their respective heirs, executors, administrators, successors or assigns, except as set forth herein. No amendment, change or addition to this Operating Agreement shall be binding upon Owner or Operator unless reduced to writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Operating Agreement on the day and year first above written, pursuant to duly authorized Resolutions of their respective Boards of Directors.

ATTEST:

OWNER:
ERIE-WESTERN PENNSYLVANIA PORT
AUTHORITY

Julie Slomski, Executive Director

OPERATOR:
PRESQUE ISLE BOAT TOURS, INC.

OPERATOR NAME

EXHIBIT A

Water Taxi Schedule

Hours of Operation:

FRIDAYS THROUGH SUNDAYS: 10:00 AM UNTIL 6:00 PM

Route:

WATER TAXI SHALL DEPART DOBBINS LANDING EVERY HOUR, ON THE HOUR, UNTIL 6:00 PM (FINAL DEPARTURE)

WATER TAXI SHALL DEPART PERRY’S LANDING 15 MINUTES PAST EACH HOUR UNTIL 6:15 PM (FINAL DEPARTURE)

WATER TAXI SHALL DEPART WATERWORKS PARK 35 MINUTES PAST EACH HOUR UNTIL 6:35 PM (FINAL: DEPARTURE)

Fares:

THE SCHEDULE WILL BE SUBJECT TO WEATHER, ROUTINE MAINTENANCE AND SPECIAL EVENTS IN PRESQUE ISLE BAY PROHIBITING TAXI OPERATIONS.

RATE SCHEDULE FOR 2025 WATER TAXI

\$XXX ROUNDTrip

\$ XXX ONE WAY

XXXXX CHILDREN (Under 6):