# Phases 1, 2 & 3: Topper Transit Efficiency Analysis, GObg Management Structure Assessment, & Topper Transit Merger Evaluation

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# Introduction and Overview

The Bowling Green Transit Operational Efficiency & Management Analysis was initiated by the Bowling Green-Warren County Metropolitan Planning Organization (MPO), in coordination with Western Kentucky University (WKU), the City of Bowling Green, and GObg Transit to assess current public transportation services in the City and determine potential opportunities for operational and management efficiencies. Previous studies conducted by GObg Transit and the City of Bowling Green have focused on service-specific planning intended to increase ridership; this study is not intended to replicate those studies but rather to take a holistic look at organizational and service operational improvements.

The Bowling Green Transit Analysis is segmented into three major phases:

- Phase 1 Topper Transit Operational Efficiency Analysis
- Phase 2 Management Structure Evaluation for GObg Transit
- Phase 3 Topper Transit and GObg Transit Merger Feasibility

Phase I is designed to provide recommendations for improvements that can be made to the WKU Topper Transit system to promote the best use of valuable University funds. The major tasks in Phase 1 – Topper Transit Operational Efficiency Analysis include:

- An analysis of existing services provided by Topper Transit
- A review of peer systems possessing qualities and service areas similar to WKU and Bowling Green
- Recommendations for potential service design modifications
- An analysis of the organizational structure governing Topper Transit

Phase 2 is an assessment of GObg Transit (GObg) management and service delivery, as well as identification of opportunities for improvement. Areas of assessment include:

- Organization Mission & Purpose,
- Procurement & Contracting,
- Contractor Oversight,
- Operations,
- Maintenance,
- Marketing & Public Relations,
- Customer Service,
- Finance,
- Service Planning, and
- Asset Management.

Phase 3 is an assessment of potential consolidation opportunities between the two agencies. Five organizational structures are assessed in this section to provide insight into possible future arrangements for the management and operation of transit services in Bowling Green.

# Phase I Topper Transit Efficiency Analysis

# Existing Service Analysis

Topper Transit operates fare-free fixed route bus service in and around the campus of Western Kentucky University in Bowling Green, Warren County, Kentucky. The Parking and Transportation Department of the university provides service on three lines: Red, White, and Green. The Red and White lines serve as daytime circulators in and around campus during Spring and Fall semesters, while the Green line serves as an evening, weekend, and intersession service connecting campus with local retail destinations.

The Red Line serves the Russellville Road West Lot and Parking Structure 3 (PS3) before traveling through campus along Normal and State Streets, offering bi-directional service past the majority of campus academic buildings. The route then continues to downtown Bowling Green, forming a loop along State St., 11<sup>th</sup> Ave., Center St., Alumni Ave., College St., and 13<sup>th</sup> Ave.

The White Line connects South Campus (at Campbell Ln. and Nashville Rd.) with Main Campus. The route begins at the Campbell Lane Park & Ride, stops at the South Campus academic building and Knicely Conference Center, and then travels along Emmett Ave. and Creason St. between the two campuses. On the main campus, the route makes a counterclockwise loop along University Blvd., Normal St., State St., College Heights Blvd., and Avenue of Champions. This route duplicates Red Line service along University Blvd., Normal St., and State St. only in the northbound direction. The western portion of the loop serves the athletic arenas and Downing Student Union. Following the Main Campus loop, the route follows the same Creason St. and Emmett Ave. alignment back to South Campus.

The Green Line follows the same general alignment as the White Line, connecting the South and Main Campuses and following a counterclockwise loop around the Main Campus, but with two exceptions: At the northern end of the loop the route deviates to serve the College Hill Historic District along State St., 13<sup>th</sup> Ave., Center St., Alumni Ave., and College St. This area contains many of the school's sororities and fraternities. At the southern end of the alignment, the route extends beyond South Campus along Campbell Lane to serve Kroger, Barnes & Noble, Walmart, and Greenwood Mall. This route is designed to provide access beyond the campus to students in off-peak times.



Phase 1: Topper Transit Operational Efficiency Analysis

# University Overview

Western Kentucky University (WKU) is a public university founded in 1906 and is one of 16 schools in the Commonwealth of Kentucky's postsecondary education system. In 2017, the school had an enrollment of 17,656 undergraduate and 2,601 graduate students for a total enrollment of 20,257. While numbers are not official yet, total enrollment is estimated to be down by approximately 400 students for the 2018-19 academic year. Overall, the campus enrollment is down approximately 1,250 students from its peak of 21,048 in 2012. Of those enrolled, 68% are attending classes full-time, though that percentage has decreased by 14.8% in the last 10 years and continues to decline.

The majority of students are from Kentucky (78.6%, 15,928 students). Out-of-state students comprise 17.3% of enrollment (3,507 students), and foreign students account for 4.1% of enrollment (832 students). 3,148 students (15.5%) are from Warren County and 5,555 students (27.4%) are from the immediate seven-county region (Allen, Barren, Butler, Edmonson, Logan, Simpson, and Warren Counties).

The school's undergraduate program offers bachelor's degrees in Arts, Fine Arts, Interdisciplinary Studies, Music, Science, Science in Nursing, and Social Work. The school offers more than 100 minors and majors leading to these baccalaureate degrees. The school's graduate program offers master's degrees in Accountancy, Arts, Arts in Education, Arts in Teaching, Business Administration, Fine Arts, Health Administration, Music, Public Administration, Public Health, Science, Science in Nursing, and Social Work. In addition, the program offers doctorates in Education, Nursing Practice, Physical Therapy, and Psychology.

WKU also operates three regional campuses in Elizabethtown, Glasgow, and Owensboro, Kentucky. These campuses collectively have an enrollment of 9,858 students. These students are not included in figures discussed in previous paragraphs.

# Topper Transit History

While Topper Transit began as an unscheduled campus circulator, it grew to connect an increasingly crowded main campus with classrooms at South Campus. The Parking and Transportation Services Department was formed July 1, 2005 to professionally manage and coordinate existing parking and transit resources. Originally, the service was funded through the central Education and General (E&G) Budget. In 2005, a student fee was introduced to pay for a new parking structure on campus and excess revenues supported the transit program. Those student fees were eventually phased out and Topper Transit service is now funded out of the E&G Budget as a division of Business Services.

In the system's first academic year under the new department, Topper Transit provided 160,000 rides. Since then, ridership has grown steadily to over 730,000 rides in academic year 2017-18. Service hours peaked in 2017-18 with 10 buses operating in peak service. In 2018-19, service was reduced to 8 buses in peak service in response to tightening budgets. A new road connection at South Campus facilitated these reductions without affecting level of service (headways) on the White Line. Moving forward, as budgets continue to tighten and campus needs continue to change, Topper Transit will need to adjust its service accordingly.

Topper Transit maintains a fleet of twelve diesel buses, one ADA van, and one passenger vehicle for use by supervisors. Ten of the buses are Gillig brand, ranging in model years from 2002 to 2013. Those vehicles maintain a Good to Excellent rating based on Topper Transit's regular inspection findings. Two of the twelve vehicles are New Flyer brand, both from model year 1998. Those two buses have over four times the mileage as the next closest Gillig buses (with 770,000 and 800,000 miles, respectively) and both are rated in Fair condition.

# Analysis Considerations

The WKU campus is experiencing change as part of the defined campus master plan. These changes are critical for the long-term success of the university; however, they will most certainly affect the movement of students throughout campus. Topper Transit must adjust to meet these changing demands. Below are considerations to include when planning for the future:

#### South Campus

In FY18, South Campus was the third highest ridership bus stop within the system. In FY19, WKU dissolved the University College and relocated associated classes from South Campus to Main Campus, thus affecting ridership demand to and from South Campus. South Campus will continue to be actively used by WKU as a testing center and conference location, but due to decreased class loads, transit service frequency to South Campus may not need to be as frequent.

## Freshman Village

WKU is in the planning process for a new Freshman Village on the site of the current Pearce Ford Lot on Normal Street. This will shift parking away from that location, mostly to a new lot being built on Park St. This will also shift the center of gravity for residents in the area from a plaza adjacent to Pearce Ford Tower that is equidistant to Avenue of Champions, University Blvd., and Normal St. to the new village closer to Normal St.

#### New Park Street Lot

When the Freshman Village project moves forward, residents will be displaced from the Pearce Ford Lot to the University Blvd Lot across the street. This lot is currently being used by commuting students. As mentioned previously, the university is in the process of building a new Commuter parking closer to the Hill to support displaced commuters. This new lot will be placed within the block bordered by Park St., 14<sup>th</sup> Ave., High St., and Cabell Dr., with the entrances from Park St. and High St. Shuttle service will be needed to connect commuters parking in this new lot with campus.

#### Shifts in Lot and Structure Usage

In addition to the previously mentioned changes to the Pearce Ford and Park St. Lots, shifts in parking usage are occurring throughout the campus. Most notable, a recently constructed parking structure at the Creason Lot, called PS3, is growing in residential usage. Access to that structure from all parts of campus is needed.



# Ride-checks and Stakeholder Outreach

To provide a better understanding of the system, its riders, and context within the City of Bowling Green, the consultant team traveled to Bowling Green to meet with WKU staff, WKU Student Government Association members, MPO representatives, and City leaders to discuss needs, desires, issues, and gaps in the system. Additionally, data was collected from a recent campus-wide survey on Topper Transit service.

Common themes received in outreach feedback include:

- Buses are very crowded during class times
- More frequent bus arrivals would be helpful
- Buses are most useful to get up and down the hill
- There's no bus going up the hill from west campus (Registry, Kentucky St. Apartments, McCormack Hall, etc.)
- Northbound buses along Normal/State St. alternating between downtown and College Heights Blvd. leads to some confusion for riders trying to get from Ransdell Hall to Cherry Hall at the top of the hill. Red Line drivers often ask riders if they're going to downtown to avoid confusion
- Maps, schedules, and website can be confusing
- NextBus website is confusing
- Many are not aware that bus information is available in the iWKU app

Topper Transit has equipped all buses with NextBus brand systems which perform Automatic Passenger Counts, On-Time Performance checks, Automatic Vehicle Location GPS tracking and other data. Ride-checks were performed for an entire day on all vehicles to verify on-time performance data and confirm that vehicle location data matched what occurred in service. Ride-checks found 100% accuracy on vehicle location timings and passenger counters averaged an overcount of 0.9236 riders throughout the day. The overcount of riders is within typical margins of error and, as such, the data provided by NextBus can safely be presumed to be reliable.

# Current System Performance

## White Line

The White Line is WKU's campus connector, operating between South Campus, the Campbell Lane Park & Ride, and the Main Campus. On the Main Campus, the route operates in a counter-clockwise loop.

Service operates Monday – Friday from 7:15 AM to 6:00 PM during Spring and Fall semesters. There is no service on this line during intersession and on holidays.

Each cycle travels approximately 6.6 miles and takes approximately 28 minutes. The route is scheduled with 30-minute cycles, adding a two-minute layover at the Campbell Lane Park & Ride.



#### White Line Statistics

Cycle: 6.6 miles, 30 mins Daily Trips: 82 # of Buses in Service: 4 (7:15 AM – 3:00 PM), 3 (3:00 PM – 6:00 PM) Daily Miles: 541 Daily Hours: 40 Average Daily Riders: 2,467 Riders/Revenue Mile: 4.56 Riders/Revenue Hour: 60.17

## Red Line

The Red Line is WKU's primary campus circulator, providing bi-directional service along Normal/State Street connecting the system's most heavily used stops.

Service operates Monday – Friday from 7:20 AM to 8:10 PM during Spring and Fall semesters. There is no service on this line during intersession and on holidays.

Each cycle travels approximately 4.7 miles and takes approximately 30 minutes. The route is scheduled with 32-minute cycles, adding a two-minute layover at the Russellville Road West Park & Ride.



**Red Line Statistics** 

Cycle: 4.7 miles, 32 mins Daily Trips: 75 # of Buses in Service: 4 (7:20 AM - 3:00 PM), 2 (3:00 PM – 6:00 PM), 1 (6:00 PM – 8:10 PM) Daily Miles: 353 Daily Hours: 38.5 Daily Riders: 1,893 Riders/Revenue Mile: 5.36 Riders/Revenue Hour: 47.33

#### Green Line

The Green Line is WKU's off-campus access route. Operating only on weeknights and Saturdays, the route connects Main and South campuses with Greenwood Mall, Wal-Mart, and Barnes & Noble.

Service operates Monday – Friday from 6:00 PM to 10:00 PM and Saturday from 4:00 PM to 8:00 PM during Spring and Fall Semesters. During intersession, service operates from 4:00 PM to 8:00 PM on Wednesdays and Saturdays.

Each cycle travels approximately 13.2 miles and takes approximately 58 minutes. The route is scheduled with 60-minutes cycles, adding a two-minute layover at the Campbell Lane Park & Ride.



#### Green Line Statistics

Cycle: 13.2 miles, 60 mins Daily Trips: 8 (Weekdays), 4 (Saturdays) # of Buses in Service: 2 (6:00 PM – 10:00 PM Weekdays), 1 (4:00 PM – 8:00 PM Saturdays) Daily Miles: 105.6 (Weekdays), 52.8 (Saturdays) Daily Hours: 8 (Weekdays), 4 (Saturdays) Daily Riders: 105 (Weekdays), 4 (Saturdays) Riders/Revenue Mile: 0.99 (Weekdays), 1.12 (Saturdays) Riders/Revenue Hour: 13.13 (Weekdays), 14.75 (Saturdays)

## **Ridership Analysis**

Average daily ridership was analyzed by route, by hour to determine how the system is performing throughout the day. Ridership figures used in this section use all data points from the 2018 Calendar year (January 1, 2018 – December 31, 2018) and excludes all days on which the campus was closed.

## Total Ridership by Hour

Total ridership by hour is useful in determining when service peaks tend to happen. Topper Transit's peak is sustained between 8:00 AM and 3:00 PM on Weekdays. Ridership exists in the mornings between the hours of 7:00 AM and 8:00 AM and in the afternoons between 3:00 PM and 6:00 PM, however it is significantly lower than the peak period. These periods generally align with Topper Transit's current service frequency decreases after 3:00 PM.

On Saturdays, Green Line ridership is generally sustained between 4:00 PM and 8:00 PM, but it is important to note that Saturday ridership totals are all lower than any weekday totals earlier than 9:00 PM.

Weekday Average Hourly Boardings							
	Red Line	White Line	Green Line	System- wide			
7 AM	139.7	206.6		346.3			
8 AM	176.0	240.0		416.0			
9 AM	255.4	305.2		560.6			
10 AM	248.2	285.6		533.8			
11 AM	197.9	273.0		470.9			
12 PM	261.1	335.6		596.7			
1 PM	177.4	251.3		428.8			
2 PM	178.1	232.4		410.4			
3 PM	106.9	154.2		261.1			
4 PM	74.9	109.5		184.4			
5 PM	40.9	69.2		110.2			
6 PM	22.3	4.2	34.8	61.3			
7 PM	12.1		33.7	45.9			
8 PM	1.6		21.9	23.5			
9 PM			14.1	14.1			
TOTAL	1892.7	2466.7	104.5	4463.9			

Saturday Average Hourly Boardings					
	Green Line				
7 AM					
8 AM					
9 AM					
10 AM					
11 AM					
12 PM					
1 PM					
2 PM					
3 PM					
4 PM	18.6				
5 PM	15.2				
6 PM	14.6				
7 PM	10.8				
8 PM					
9 PM					
TOTAL	59.1				

## Ridership by Trip by Hour

Ridership by trip by hour shows the average usage per bus on the street during each hour throughout the day. This is helpful in determining whether headways on each route are meeting or exceeding demand.

Topper Transit vehicles have a seated capacity of 36 – 38 passengers. A typical bus total capacity is between 125 and 150 percent of the seated capacity, which for Topper Transit is from 45-57 riders. Daily ridership per trip peaks at nearly 42 riders per bus, which is close, but not beyond capacity. It is important to note that individual data points show some buses operating over capacity with as many as 70 riders on a bus. These "crush loads" could be the result of bus bunching in which two buses end up traveling close together with the first bus picking up the majority of riders and leaving the second bus comparatively empty.

Average ridership by trip is sustained between the hours of 8:00 AM and 3:00 PM each weekday with bus loads staying between 24 and 42 riders. After 4:00 PM, ridership per trip decreases substantially on all routes. This appears to align with Topper Transit's headways.

On Saturdays the Green Line ridership per trip is relatively higher than on weekdays while total ridership is lower. This is attributed to headways being twice as frequent on weekdays.

Weekday Average Hourly Boardings per Trip							
	Red Line	White Line	Green Line	System- wide			
7 AM	18.6	25.8		44.4			
8 AM	23.5	30.0		53.5			
9 AM	34.1	38.2		72.2			
10 AM	33.1	35.7		68.8			
11 AM	26.4	34.1		60.5			
12 PM	34.8	41.9		76.8			
1 PM	23.7	31.4		55.1			
2 PM	23.7	29.0		52.8			
3 PM	28.5	25.7		54.2			
4 PM	20.0	18.2		38.2			
5 PM	10.9	11.5		22.5			
6 PM	11.9		17.4	29.3			
7 PM	6.5		16.9	23.3			
8 PM			10.9	10.9			
9 PM			7.0	7.0			

Saturday Average Hourly						
Boardings per Trip						
	Green Line					
7 AM						
8 AM						
9 AM						
10 AM						
11 AM						
12 PM						
1 PM						
2 PM						
3 PM						
4 PM	18.6					
5 PM	15.2					
6 PM	14.6					
7 PM	10.8					
8 PM						
9 PM						

#### Stop-Level Ridership

Stop-Level Ridership was examined for average daily totals as well as boarding by hour. By far the stop with highest average daily ridership is Ransdell Hall with more than 1000 boardings. This stop maintains high ridership from 7:00 AM to 3:00 PM but has peaks in the 10:00 AM and 12:00 PM hours. The next highest ridership stop is University Lot with 40% fewer riders. This stop shows peak ridership between 7:00 AM and 10:00 AM. Both of these stops connect students along Normal Street with classes at the top of the hill (EST, COHH, and Cherry Hall).

The third and fourth highest ridership stops are Cherry Hall and COHH, each with approximately 380 daily riders. These stops are both at the top of the hill and show peak ridership in the afternoons between 12:00 PM and 3:00 PM. It is interesting to note that the top four stops represent more than half of the total daily ridership on the Topper Transit system.

The remaining stops in and around campus maintain steady ridership between the hours of 8:00 AM and 3:00 PM with a couple of notable exceptions. Columns Apartments, Augenstein Alumni Center, and Russellville Road Park & Ride show ridership slowing significantly at 1:00 PM.

Evening ridership on the green line consists mainly of on-campus boardings in the early evening (6:00 PM and 7:00 PM) and off-campus boardings in the later evening (7:00 PM, 8:00 PM, and 9:00 PM) indicating students are using the service to access off-campus amenities, such as the Greenwood Mall and Walmart.

Average Daily Boardings	7 AM	8 AM	9 A M	10 AM	11 AM	12 PM	1 PM	2 PM	3 PM	4 PM	5 PM	6 PM	7 PM	8 PM	9 PM	Avg. Daily
RANSDELL HALL	84.0	81.1	116.6	144.5	117.8	166.4	107.8	89.4	56.3	44.6	24.6	9.6	5.3	1.1	0.4	1049.5
UNIVERSITY LOT	111.4	121.3	121.8	78.1	51.9	63.4	42.0	33.1	13.5	10.1	6.8	1.8	0.9	0.2	0.2	656.5
CHERRY HALL	3.1	10.0	31.6	39.4	49.1	58.9	55.9	62.0	37.2	23.5	11.6	1.3				383.4
сонн	2.9	12.1	35.5	45.4	51.3	60.0	50.6	56.1	31.7	18.2	8.9	4.5	1.5			378.6
HELM LIBRARY	22.5	16.9	34.4	31.1	30.1	34.5	22.1	23.0	15.6	11.3	6.7	2.9	1.4	0.5	0.7	253.6
CAMPUS EVOLUTION VILLAGE (CEV)	26.0	32.2	33.0	22.2	15.7	16.8	13.6	10.3	6.7	6.5	4.2	2.4	1.6	0.7	0.4	192.3
DSU	1.7	5.2	9.0	14.4	20.8	27.7	22.7	23.4	19.6	14.5	9.1	6.6	2.4	1.3	1.0	179.5
SOUTH CAMPUS	9.8	12.7	14.3	18.5	20.3	25.3	17.2	13.7	9.3	6.6	2.9	1.3	2.0	0.6	0.2	154.8
CAMPBELL LANE PARK & RIDE	24.4	25.5	20.2	16.7	13.9	10.5	9.8	7.5	6.5	4.3	4.4	2.1	2.4	1.4	1.3	151.0
COLUMNS APARTMENTS	15.6	19.3	27.2	20.6	11.9	14.2	8.6	6.9	2.9	1.6	2.2	0.9	0.5			132.4
AUGENSTEIN ALUMNI CENTER	11.8	20.6	25.1	16.0	11.0	12.6	7.9	7.8	3.0	2.7	2.2	1.9	0.8	0.5	0.4	124.4
EST	1.1	3.0	9.2	10.9	11.5	21.6	11.4	16.9	11.3	8.6	4.1	2.6	2.0	0.9	0.6	115.7
GRISE HALL	0.3	1.5	6.2	11.2	16.5	19.6	14.5	16.9	14.1	8.2	3.0	1.8	1.0			114.8
CREASON PARK & RIDE	4.3	13.5	20.4	16.9	11.2	11.2	8.0	6.6	4.3	4.7	5.5	2.4	2.1	0.3	0.2	111.6
JONES JAGGER	10.5	13.1	19.4	9.9	6.0	7.9	5.2	3.8	3.9	2.7	2.4	0.3	0.1			85.2
RUSSELLVILLE ROAD PARK & RIDE	10.3	12.9	13.9	10.3	4.4	6.1	4.7	4.0	1.5	1.2	1.5	0.7	0.4			71.9
THE VALLEY	1.8	5.7	7.0	6.2	4.9	8.7	6.2	6.7	5.2	4.8	2.9	1.4	0.4	0.2	0.1	62.2
11TH & COLLEGE	0.9	2.8	5.1	6.4	6.9	8.5	5.7	7.2	4.5	3.2	2.0	1.6	0.7			55.4
JODY RICHARDS HALL	0.1	0.4	1.7	5.3	6.5	8.8	6.3	6.9	6.2	4.3	2.3	0.9	0.5			50.2
KEEN HALL	1.0	2.9	4.0	3.6	3.6	4.4	3.0	2.6	2.5	2.9	3.4	4.9	2.6	1.2	1.0	43.8
ммтн	0.4	0.5	1.4	2.5	2.5	5.2	2.8	3.5	3.3	2.7	1.1	0.7	0.4			27.0
8TH & CENTER ST	1.0	1.8	2.3	2.1	1.4	1.5	1.1	0.8	0.9	0.5	0.6	0.3	0.2			14.5
WAL-MART										0.1	1.0	1.5	4.8	3.1	1.7	12.2
PFT	0.6	0.4	0.3	0.7	0.8	2.3	1.3	1.0	1.4	0.7	0.5	0.2	0.3			10.6
GREENWOOD MALL										0.1	0.6	0.9	3.7	3.1	1.8	10.3
CENTER & 11TH	0.4	0.6	1.0	1.0	0.6	0.4	0.4	0.4	0.1	0.1	0.1	0.0	0.0			5.3
KROGER										0.3	0.2	1.0	1.7	1.0	0.5	4.6
BARNES & NOBLE										0.0	0.1	0.2	0.6	0.7	0.3	1.9
STATE & 11TH AVE	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0			0.0

Finally, the poorest performing stop is at State St. and 11<sup>th</sup> Ave., providing access to downtown Bowling Green. The analysis shows that this stop is hardly ever used by riders.

# Peer Analysis

Performing a peer analysis allows an organization to look outside of itself to evaluate how it compares to similar organizations, operating in similar environments, throughout the country. This evaluation often provides insight into areas where an organization is performing particularly well and where improvements may be made. It also provides insight into different management solutions that may be employed to create or sustain a successful transit organization.

Bowling Green is a growing city with amenities far beyond those provided by Western Kentucky University. While the university certainly maintains a prominent place in the community, it is not purely a "college town" in the sense that movements and actions of students prescribe the actions of the surrounding community. As a result, Topper Transit and GObg Transit, the transit provider for wider Bowling Green, offer independent and potentially competing options to meet a diverse set of needs.

These factors played a leading role in determining peer cities and universities. To find peers, a list of all Metropolitan Statistical Areas (MSA) between a population of 100,000 and 250,000 were assessed for their largest school campuses and campus enrollment. These figures were used to find a Student/Resident Population percentage. According to 2017 figures (the most recent available), the Bowling Green MSA population contains 10.1% students from WKU. Comparable rates in other cities were considered to be between 5% and 20%. This returned 32 peer cities.

Each of the 32 peer cities was assessed for transit systems. Local fixed route bus service as well as any campus shuttle services were included in the assessment. Out of the assessment, seven peer cities were identified. Unfortunately, only three of these cities have performance data located in the National Transit Database (NTD) for comparison against Topper Transit. Phone calls were made to each of the peer organizations identified, with varied success. Additional information related to peer performance is identified in the performance analysis section.

US Census Metropolitan Statistical Area	2017 Population Estimate	Largest School by Enrollment	Enrollment Population	Student/ Resident Population	Campus and Local Transit Systems	NTD
Johnson City, TN MSA	202,053	East Tennessee State University	16,000	7.9%	Johnson City Transit (6 municipal routes), Bucshot (4 free campus routes operated by JCT)	Yes
Gainesville, GA MSA	199,335	University of North Georgia	18,173	9.1%	Hall Area Transit (7 municipal routes), Traxx (2 campus shuttle routes)	No
Bloomington, IL MSA	188,232	Illinois State University	20,635	11.0%	Connect Transit - Municipal Transit (Universal Access program for students), RedBird Express - Campus transit (Operated by Connect Transit)	Yes for city, No for ISU
Greenville, NC MSA	179,042	East Carolina University	29,131	16.3%	GREAT - City of Greenville Transit, ECU Transit - Campus Transit	No

US Census Metropolitan Statistical Area	2017 Population Estimate	Largest School by Enrollment	Enrollment Population	Student/ Resident Population	Campus and Local Transit Systems	NTD
Bowling Green, KY MSA	174,835	Western Kentucky University	17,656	10.1%	GObg Transit (6 municipal routes), Topper Transit (2 campus routes, 1 campus night route)	No
Iowa City, IA MSA	171,491	University of Iowa	iversity of 24,000 14.09		Three transit systems operate on shared platform (BONGO). CAMBUS, Iowa City Transit, Coralville Transit.	Yes
Muncie, IN MSA	115,184	Ball State University	22,513 19.5%		Campus Shuttle Buses (4 Campus Routes), MITS (6 Local Routes)	No
Grand Forks, ND- MN MSA	102,414	University of North Dakota	14,648	14.3%	Cities Area Transit (13 local routes), UND (3 Campus shuttles, 1 Night line)	No

## East Tennessee State University, Johnson City, TN

Johnson City Transit operates the East Tennessee State University service (Bucshot) through four daytime route and one evening route. Unfortunately, efforts to reach out to the transit provider was unsuccessful, however the peers report data to the national transit database (NTD) and therefore can be compared for performance purposes. Given the size of the region and the scale of both the community and campus transit, this area is a great peer for Bowling Green as a community-provided campus transit model.

#### University of North Georgia, Gainesville, GA

While the total UNG population is roughly equivalent to WKU, the students are spread out over four separate campuses and hence, the Gainesville campus is substantially smaller than WKU. In addition, it appears to be in a very suburban location at the edge of the community, served by a single Hall Area Transit route. The only on-campus service appears to be a shuttle from an outlying parking lot. In addition, information is not available in NTD to compare performance. For this reason, the Gainesville, GA, service is likely not a good peer for comparison purposes.

#### Illinois State University, Bloomington-Normal, IL

ISU does not directly operate transit service, instead contracting with Connect Transit for the sole oncampus route. The campus is covered by a number of community routes, and all students, faculty and staff are able to ride fare-free through a universal access program.

#### East Carolina University, Greenville, NC

ECU operates its own transit service, which covers the campus and extends well into the community. It's a student-operated service – a video on their website states that they employ 130 student bus drivers, operate 44 vehicles, and travel 800,000 miles and carry 2.5 million riders annually. Efforts to contact ECU directly was unsuccessful.

#### Georgia Southern University, Statesboro, GA

While not identified above in the peer group, Topper Transit staff indicated they consider Georgia Southern University to be a comparable peer. GSU runs three daytime on-campus routes, plus one in the evening; the service is operated by First Transit. First Transit operates under a turnkey contract with the university and they operate twelve buses at peak. First Transit uses professional drivers to provide operations and, because of the relatively small contract value for First Transit, the hourly rate is on the order of \$100/hour. Georgia Southern is a good peer for WKU for a turnkey operated service.

#### University of Iowa, Iowa City, IA

The University of Iowa operates an extensive student-run transit system, called Cambus, that covers the main campus and downtown and connects to several outlying campus areas. Altogether there are about a dozen routes running at different times. The Cambus service overlays the community services operated by both Iowa City Transit and Coralville Transit (in a neighboring community to the west).

#### Ball State University, Muncie, IN

Ball State University operates four campus shuttle routes that are free to use. Ball State also offers demand response service, an airport shuttle, and charter bus services. Efforts to contact Ball State were unsuccessful; however, indications are that they operate with a combined student and professional driver staff. MITS, the local community transit provider, operates six local routes and provides free transportation to anyone with a school ID.

#### University of North Dakota, Grand Forks, ND

The University of North Dakota operates three daytime campus routes and one night-time route that is free for students and faculty. The service is run by the parking and transportation office, similar to Bowling Green, and provided by university-employed staff. Cities Area Transit, the local public transit provider, operates 13 local routes, with two providing direct service between the campus and downtown Grand Forks. Attempts to contact the university have so far been unsuccessful, but the nature of the service in the community is similar to that of Bowling Green.

# Performance Analysis

To measure how Topper Transit compares in respect to their peers, a performance analysis was conducted for organizations with information available in the National Transit Database (NTD). In addition to the peers identified above (where data was available), GObg was added to the analysis as the neighboring transit system. In addition, Owensboro Transit were added and is considered a good model of Kentucky public transportation.

The analysis was conducted with data from FY 2017, the most recently available data in NTD. Topper Transit data for FY 2018 is included for comparison purposes. Four performance metrics were identified for comparison:

- **Cost per revenue vehicle hour** the total cost of the system as measured by the total hours of passenger service operated (excludes periods when passengers cannot ride the bus)
- **Passengers per revenue vehicle hour** the average number of passengers carried in one hour of passenger-service operated (excludes periods when passengers cannot ride the bus)
- **Cost per revenue mile** the total cost of the system as measured by the total number of miles of passenger service operated (excludes periods when passengers cannot ride the bus)
- **Cost per passenger** the cost to provide one passenger trip

Revenue, a key part of most transit systems' performance, is ignored for this analysis as most of the university systems, including Topper Transit, are free to use and as such data will be unreliable or incomparable.

The peer analysis reveals that Topper Transit performs in-line with peer systems. Ridership is significantly higher than peer Kentucky transit systems that do not service universities and Johnson City Transit which includes both university and community service. Ridership is comparable to that of the University of Iowa, and in-line with other university systems in the U.S., not shown here. The cost to provide the service is consistent with the peers; however, costs have increased despite reducing service hours. The largest increases in expenses are in fringe benefits, which are beyond Topper Transit's control, and maintenance costs, which are reflective of having an older fleet. While Topper Transit has implemented a five-year fleet refurbishment plan that should address any costly maintenance concerns, this is an area that should be monitored.

Since labor costs are a significant concern, Topper Transit should explore opportunities to reduce labor costs when possible. The University of Iowa, for example, utilizes student drivers and has a significantly lower operational cost than other services that use professional staff.

	Cost /		Passengers/	Cost /		Cost	t /
	Reven	ue Hour	<b>Revenue Hour</b>	Reve	nue Mile	Passenger	
Topper Transit – FY 18	\$	72.38	45.5	\$	6.98	\$	1.59
Topper Transit – FY 17	\$	60.22	42.4	\$	5.15	\$	1.42
GObg Transit	\$	66.30	5.3	\$	5.51	\$	12.59
Owensboro Transit System	\$	53.64	8.7	\$	4.16	\$	6.20
Johnson City Transit	\$	63.68	11.8	\$	5.26	\$	5.39
University of Iowa	\$	42.84	49.3	\$	4.68	\$	0.87

# Service Efficiencies

After evaluating the current service and comparing Topper Transit to peer systems and communities, an analysis was completed to identify efficiencies in the delivery of service that may be achieved by Topper Transit. In general, these service efficiency concepts seek to address three primary goals:

- Maximize ridership to serve the greatest number of students, faculty, staff, and visitors
- Simplify the system to encourage ridership growth
- Minimize costs to be good stewards of university resources

It is important to note that improvements to the system are being made to enhance mobility for all of WKU, and not simply change for the sake of change. Improvements can be made in a strategic way that minimizes disruption and phases in changes over a period of time, in close consultation with the WKU student body.

These service efficiency goals are accomplished through four main concepts, which are detailed on the following pages.

- 1. Enhanced access to the hill
- 2. Red Line and White Line evening extensions
- 3. Reduced vehicle assignments
- 4. Green Line redesign

# Service Efficiency Concept 1 – Enhanced Access to the Hill

The most readily apparent observation found in data and observational analysis is the importance of the Hill on WKU's campus to both the way students interact with the campus and how students use Topper Transit to access the campus. A common request in surveys was access from West Campus and the Registry Apartments to the Hill. Additionally, students riding uphill from Ransdell Hall to Cherry Hall at the top of the hill currently find themselves facing a confusing choice between uphill routes diverging at EST to alternate between Cherry Hall and Downtown Bowling Green.

Dozens of iterations were considered on how to refocus the system on the Hill and resolve these issues. A preferred alternative redesigning both the Red and White Lines was selected, as outlined below. It should be noted that renaming these lines is mentioned in the Other Improvements section. For the purposes of this section, Red, White, and Green Line names are still used to make the system easier to compare.

## Red Line and White Line Redesign

While the Red and White Lines currently operate independently of each other, both serve the core of the main campus. This relationship can be strengthened by designing and scheduling both lines together to meet the needs of the system. In the preferred alternative, the Red and White lines work together to provide bi-directional service along College Heights Blvd. between The Registry Apartments and Cherry Hall at the top of the hill. Both lines operate bi-directionally along Normal and State Streets between Ransdell & Richards Halls and EST/COHH, effectively doubling service levels between the most used stops in the system. Additionally, both lines travel uphill to serve EST/COHH and Cherry Hall, removing the confusion caused previously by Red Line buses diverging to go toward Downtown.



## White Line Details

The White Line begins at the Campbell Lane Park & Ride Lot and follows the current White Line alignment toward Main Campus along Emmett Ave. and Creason St. A stop is added at PS3 to connect with Red Line service as well as provide a direct connection between the structure and residential and academic destinations along Normal St.

From PS3, the route travels through the core of the campus along Normal and State Streets to EST/COHH, where the line becomes a loop north and west of the Hill. From EST/COHH the line follows College Heights Blvd. past Cherry Hall and The Valley to a new stop at the College Heights Boulevard Lot. This stop could also be used by residents of The Registry Apartments.

From College Heights Boulevard, the route travels north along University Blvd. and Kentucky St. to serve Alumni Square and Kentucky Street Apartments before turning right onto 12<sup>th</sup> Ave. to a new stop at 12<sup>th</sup> Ave. and Center Street. This will be the new stop location for residents of The Columns apartments. After stopping at 12<sup>th</sup> & Center, the route will cut over to State St. via 13<sup>th</sup> Ave. to return to the top of the Hill at EST/COHH.

From EST/COHH, the route returns to Campbell Lane Lot via the same alignment as the northbound buses. A stop will be added at Meredith/Jones Jaggers to carry students from the Freshmen Village to South Campus. This offsets the loss of the DSU and Keen stops on the White Line.

Stops no longer served by this route include Downing Student Union (DSU) and Keen Hall. This affects an average daily total of 20 students, however these stops will be served by the redesigned Red Line.

One complete cycle on the redesigned White Line travels approximately 8.7 miles and takes 34 minutes.



Phase 1: Topper Transit Operational Efficiency Analysis

# Red Line Details

While the redesigned Red Line begins at the Russellville Road West Lot and serves PS3, that is where the similarities to the current Red Line end. From PS3 the route expresses up University Boulevard to the new College Heights Boulevard stop. This stop will also be used by residents of The Registry Apartments. The route then travels up to the Hill via College Heights Blvd. making stops at The Valley and Cherry Hall before continuing back down through the core of the campus on State/Normal Streets to Jody Richards Hall. (It should be noted that a difficult turn from College Heights Blvd. onto State St. is currently unusable by buses. Solutions to resolve this issue are being discussed. Until a resolution is reached, buses will have to detour between Cherry Hall and COHH via College St., 13<sup>th</sup> Ave., and State St.)

From Jody Richards Hall, the route turns left onto Regents Ave. to access a new service corridor along Chestnut St. This will include the Chestnut St. South Lot, a new stop at Ogden & Park Sts. to serve the residential area, the new Park St. Lot and Chestnut St. North Lot (East Lots).

After serving the Chestnut Street Lots, the route returns to the main campus via Chestnut St., University Blvd., and Normal St. to pick up riders at the University Boulevard Lot stop. The route then travels back up to the Hill through the campus core along Normal/State Streets and College Heights Blvd. to The Valley.

From the Valley, the route continues south along the Avenue of Champions, making stops at PS2/DSU and Keen Hall on its way back to the Russellville Road West Park & Ride Lot.

Stops no longer served by this route include Jones-Jaggers Hall and Pierce Ford Tower, affecting an average of 143 daily riders. These stops are served by the redesigned White Line. Stops no longer served by either line include 11<sup>th</sup> and College (an extremely low-ridership stop), the Columns, and Augenstein

Alumni Center. The Columns and Augenstein Alumni Center are being relocated to 12<sup>th</sup> Ave. and Center St., and 13<sup>th</sup> Ave. and Kentucky St., respectively. This should capture most of the 116 average daily riders from these stops.

One complete cycle on the redesigned Red Line travels approximately 6.2 miles and takes 45 minutes.



# Service Efficiency Concept 2 – Red Line and White Line Extensions

One problem identified with the current system is the low productivity of Green Line service as it travels to Greenwood Mall along Campbell Lane. This route is confusing to students on campus as it appears on schedules as an option through the campus core, despite only operating at night on weekdays and all-day Saturdays. Removal of the service would harm students' ability to access grocers and off-campus amenities during those times, which is an important service for the 25% of residents who don't have a vehicle on campus. This issue can be resolved through the extension of both redesigned Red and White Lines to nearby off-campus amenities outside of peak hours during the week, coupled with providing full Green Line service on Saturdays only.

The Red Line would extend west from the Russellville Road West Lot along Morgantown Road to service a new stop at Wal-Mart. The White Line would extend beyond the Campbell Lane stop to service the Kroger supermarket and surrounding shops.

The extension to Wal-Mart adds 10 minutes and 2.6 miles to each cycle of the Red Line. The extension to Kroger adds 9 minutes and 1.1 miles to each cycle of the White Line. The cycle time on both of these routes would be between 45 - 55 minutes, dependent on traffic conditions.

As these extensions add time to each cycle, they cannot be added to service at peak times without reducing headways in the campus core. They are intended to be added after 3:00 PM on weekdays as service demand for classes decreases, however beginning the service after 6:00 PM may be more feasible given local traffic conditions and travel patterns.



# Service Efficiency Concept 3 – Green Line Redesign

As mentioned in Service Efficiency Concept 2, extensions of Red and White Line services will accommodate the needs currently being met by the Green Line. While productivity on the extended Red and White Lines will be improved, overall service miles and hours will create demand in the core of the campus that is not necessary on Saturdays and during intersession periods. For those times, a preferred alternative for a redesigned Green Line has been selected.

The redesigned Green Line begins at South Campus near the main operations center for Topper Transit. The route travels up to Main Campus via Nashville Road and University Boulevard to the University Boulevard Lot. From there the route travels through the campus core along Normal/State Streets to EST/COHH where it begins a one-way loop traveling first along College Heights Blvd. and Avenue of Champions past Cherry Hall, The Valley, PS2/DSU, and Keen Hall before reaching PS3.

From PS3, the route travels up University Blvd. and Kentucky St. to service the College Heights Blvd., Kentucky Museum, and 13<sup>th</sup> & Kentucky stops. From 13<sup>th</sup> and Kentucky, the route cuts back over to EST/COHH along 12<sup>th</sup> and State Streets, with a new stop on 12<sup>th</sup> & Center to serve residents of The Columns. From EST/COHH, the route follows the same alignment back to South Campus along State St., Normal St., University Blvd. and Nashville Rd.

After returning to South Campus, the route continues along Campbell Ln. to serve Wal-Mart, Greenwood Mall, and a new stop at Meier supermarket on Westpark Dr. After looping through these destinations, the route returns to South Campus via Campbell Ln. to complete its cycle.

One complete cycle on the redesigned Green Line travels approximately 12.5 miles and takes approximately 45 minutes.



# Service Efficiency Concept 4 – Reduced Vehicle Assignments

In conjunction with the revised service design, Topper Transit has the opportunity to reduce the number of vehicles needed to provide service levels comparable with those today in the core WKU campus area. This concept has the potential to reduce the overall cost of the service.

Time	Red	White	Green	Total Hours of Service
7:15 AM – 3:00 PM	4	4	0	62
3:00 PM – 6:00 PM	2	3	0	15
6:00 PM – 8:00 PM	1	0	2	6
8:00 PM – 10:00 PM	0	0	2	4
			TOTAL	87

Service is currently performed through the use of the following vehicle counts on Weekdays:

With the current vehicle assignments, Topper Transit operates approximately 87 revenue hours per day. Under the proposed service plan, Topper Transit can revise the vehicle assignment to reduce the number of vehicles used to provide comparable levels of service. Using these new vehicle assignments, Topper Transit would operate approximately 81 revenue hours per day, a reduction of nearly 10%. A proposal of these new assignments is:

Time	Red (East – West)	White (North – South)	Total Hours of Service
7:00 AM – 3:00 PM	4	3	54
3:00 PM – 6:00 PM	3	2	15
6:00 PM – 9:00 PM	2	2	12
		TOTAL	81

When applying a generalized cost per hour calculated during the peer analysis of \$73.00, Topper Transit could expect to see an annual savings of approximately \$75,000 over the current system. It is important to note that this analysis includes *weekday service only*, as no meaningful change to service levels on Saturdays or intersession service is anticipated.

	Revenue Hours/Day	Total cost per service day	Estimated Annual Weekday Service Days	Estimated Annual Cost
Current Service	87	\$6,400	150	\$960,000
New Service Plan	81	\$5,900	150	\$885,000
DIFFERENCE	-6	-\$500	0	\$75,000

Using the new vehicle assignments, projected headways at key points in the service are identified in the tables on the following pages. It is important to note that headways stay relatively consistent throughout the peak period, except for the "tail" portions of the routes which experience longer wait times. These "tails" consist of park and ride lots where riders are more prone to time their arrival with the bus and should not diminish quality of service for most riders.

Peak Service (7:00 AN	VI to 3:00 PM)	
Corridor	Current Headway	Redesigned Headway
Ransdell & Richards Halls to EST/COHH	3 - 4 min.	5 - 6 min.
EST/COHH to Ransdell & Richards Halls	3 - 4 min.	5 - 6 min.
Ransdell & Richards Halls to Cherry Hall	6 - 7 min.	5 - 6 min.
Cherry Hall to Ransdell & Richards Halls	No Service	11 - 12 min.
The Valley to COHH	No Service	5 - 6 min.
COHH to The Valley	6 - 7 min.	5 - 6 min.
PS3 to EST/COHH	6 - 7 min.	5 - 6 min.
EST/COHH to PS3	6 - 7 min.	5 - 6 min.
South Campus to EST/COHH	6 - 7 min.	11 - 12 min.
EST/COHH to South Campus	6 - 7 min.	11 - 12 min.
Chestnut Street Lots to Ransdell & Richards Halls	No Service	11 - 12 min.
Ransdell & Richards Halls to Chestnut Street Lots	No Service	11 - 12 min.
Off Peak Service (3:00	PM to 6:00 PM)	
Corridor	Current Headway	Redesigned Headway
Ransdell & Richards Halls to EST/COHH	6 min.	9 min.
EST/COHH to Ransdell & Richards Halls	6 min.	9 min.
Ransdell & Richards Halls to Cherry Hall	10 min.	9 min.
Cherry Hall to Ransdell & Richards Halls	No Service	15 min.
The Valley to COHH	No Service	9 min.
COHH to The Valley	10 min.	9 min.
PS3 to EST/COHH	15 min.	9 min.
EST/COHH to PS3	15 min.	9 min.
South Campus to EST/COHH	10 min.	22 - 23 min.
EST/COHH to South Campus	10 min.	22 - 23 min.
Chestnut Street Lots to Ransdell & Richards Halls	No Service	15 min.
Ransdell & Richards Halls to Chestnut Street Lots	No Service	15 min.
Evening Service (6:00 I	PM to 9:00 PM)	
Corridor	Current Headway (ends	Redesigned Headway
	at 8:00 PM)	(ends at 9:00 PM)
Ransdell & Richards Halls to EST/COHH	15 min.	15 min.
EST/COHH to Ransdell & Richards Halls	15 min.	15 min.
Ransdell & Richards Halls to Cherry Hall	30 min.	15 min.
Cherry Hall to Ransdell & Richards Halls	No Service	30 min.
The Valley to COHH	No Service	15 min.
COHH to The Valley	30 min.	15 min.
PS3 to EST/COHH	30 min.	15 min.
EST/COHH to PS3	30 min.	15 min.
South Campus to EST/COHH	30 min.	30 min.
EST/COHH to South Campus	30 min.	30 min.
Chestnut Street Lots to Ransdell & Richards Halls	No Service	15 min.
Ransdell & Richards Halls to Chestnut Street Lots	No Service	15 min.
Walmart	30 min.	30 min.
Kroger	30 min.	30 min.

# Budget Analysis

To identify potential areas for efficiencies, a budget analysis was completed for the last two complete fiscal years, and FY 19 year-to-date. To complete the analysis, Topper Transit expenses were separated into categories widely recognized in the public transportation industry and the National Transit Database. This process allows for a comparison to peer and best practice benchmarks for each expense category. The analysis is located in the following table:

Expense Category	FY 17	FY 18	% of budget	FY 17 – FY 18	
				Change	
Operator Salary and Wages	\$ 411,716	\$ 413,240	35%	0%	
Overtime*	\$ 43,648	\$ 36,618	3%	-16%	
Fringe Benefits	\$ 265,495	\$ 248,457	21%	-6%	
Contracted Management	\$ 145,896	\$ 147,953	13%	1%	
General Admin	\$ 201,527	\$ 155,905	13%	-23%	
Maintenance	\$ 27,497	\$ 114,946	10%	318%	
Fuel	\$ 111,273	\$ 111,601	9%	0%	
Total Operating Budget	\$ 1,127,851	\$ 1,177,188	100%	4%	

\*Included in Operator Salary and Wages Category

Based on the analysis, the following observations can be made:

- Topper Transit slightly increased the use of part-time drivers in FY 18 and has continued this practice in FY 19
- Overtime represented approximately 9% of total wages in FY 18, approximately 10% of total wages in FY 17, and is running at approximately 10% in FY 19 year-to-date. Increased use of part-time drivers could help reduce the total overtime paid, however the number is not a significant source of concern at this point.
- Management-related expenses total approximately 26% of the operating budget. Typically, an industry target is approximately 20%, however given the size of Topper Transit, this may be difficult to achieve.
- FY 18 saw a large maintenance increase from FY 17, and FY 19 is tracking slightly higher. However, at less than 10% of the total operating budget, maintenance expenses are still on par or less than transit agencies of a similar size.
- Fringe benefits represent 21% of the total operating budget in FY 18 and are 60% of labor costs. This is extremely high and should be targeted for reduction. Given that drivers are university employees and Topper Transit has little ability to impact benefits, the increased use of part time drivers when current full-time employees retire may help reduce the impact on the Topper Transit budget.

- Revenues have decreased since FY 17 due to less revenue received from other departments. Topper Transit should continue to actively market services to campus organizations.
- Drivers are considered 9-month university employees and as such do not incur expenses related to layoffs and unemployment compensation claims that most university-affiliated public transit systems incur. However, full-time employees accrue vacation time that must be expended during the 9-month employment period, which can create driver shortages that lead to higher overtime compensation.

In summary, Topper Transit displays the ability to control costs associated with providing public transit service. With the exception of high fringe benefit costs, Topper Transit should continue the current trajectory and focus on controlling cost increases through the increased use of part-time drivers, by practicing proactive preventive maintenance to minimize long-term costs, and by actively marketing services to attract revenue to offset expenses.

# Management Opportunities

There are various options or models to manage and deliver public transportation service. WKU currently employs a model where the responsibility to manage the Topper Transit system falls under the University Parking and Transportation Department. The University contracts with Ratp DEV Transit to provide management services, while all drivers are university employees and all major functions, including technology support, finance, and human resources, are completed by WKU staff. The contract consists of one transit manager who oversees day-to-day operations and one maintenance staff person, for approximately \$150,000 per year.

Based on the budget analysis completed above, the overall management of Topper Transit appears to be strong. Administrative costs represent 26 percent of the entire budget which, while slightly elevated, is within reason for an organization the size of Topper Transit. The largest issue driving costs at Topper Transit is fringe benefits provided to full-time employees.

As part of the Topper Transit Efficiency Analysis, a review of available contracting models and opportunities was completed. There are various reasons why transit providers may want to consider utilizing contracted service. Organizations often choose this route looking for cost control or to acquire management or other expertise that is hard to find or unavailable in the current organization. This is the primary reason WKU currently contracts management.

To assist with the analysis, peer systems were contacted to learn about other management and operations models, and several private enterprises were contacted for input and guidance. In addition to the current hybrid management model employed by WKU, three other management models were considered:

- Full turnkey operation
- Management with operating subsidiary
- In-house management

These opportunities represent a large departure from the current Topper Transit model and are described in more detail below.

## Full Turnkey Operation

Under a full turkey operation, a contractor is selected to perform all functions of the organization, including management, operations, maintenance, and customer service. A full turnkey operation for a service of the scale that Topper Transit provides would typically cost somewhere between \$55 and \$75 per hour, however it could be as high as \$100 per hour as seen through the peer analysis. That cost may vary depending on labor availability, benefits provided, and other factors including:

- Maintenance Costs
- Fuel Costs
- Performance Management Requirements and liquidated damages provisions
- Agreement Duration/Term

The rate that is charged by a contractor is reflective of labor rates and benefits for both drivers and operators, maintenance costs, as well as fuel, insurance, profit and contractor risk. The single largest cost variable, labor, can give a contractor an advantage over a public entity in the ability to be flexible with fringe benefits, retirement, insurance, and work rules. These areas are largely where full turnkey operations have the potential to reduce expenses for a public transportation organization, especially in areas with a heavy transit labor-union influence (which Bowling Green is not).

Topper Transit's Cost/Revenue Hour for FY 18 was \$72.38, while the rate for FY 17 was \$60.22. With the service currently operating within the range of a typical turnkey operation (\$55 to \$75 per hour), significant cost savings are unlikely.

Turnkey contracts pose several risks to the contracting organizations that must be considered prior to deciding to convert to such a model. One such risk is inherent in the selection process, where the primary selection criteria is often cost. Using this selection method, contractors are incentivized to reduce costs to compete and ultimately win a contract. If a contractor submits a winning bid that turns out to be lower than the actual cost to provide the service, they may look to find ways to adjust for losses. These "cutting corners" tactics often include subpar maintenance of vehicles or through cutting wages and benefits to staff. If maintenance expenses are reduced, the system can experience an increased level of in-service breakdowns and may discover the buses returned at the end of the contract in substandard or hazardous condition. If wages and/or benefits are cut for employees, customer service and service consistency may suffer because of high employee turnover and low morale.

In summary, there is little opportunity to realize significant cost savings through adopting a full turnkey contract and employing such a model introduces risks to the system that are not outweighed by savings.

#### Management with operating subsidiary

A newer variant of the turnkey operation is the use of an operating subsidiary to maximize control by the contracting entity while reducing risk. Under this model, a management contract is executed, like the way WKU contracts today, however operations are completed by a subsidiary of the contractor that directly passes through costs to WKU, eliminating markup on operating services.

This scenario eliminates many of the risks associated with the turnkey operation in that WKU pays directly for operations and maintenance at the true cost of providing the service. This model may be

worth further consideration should WKU wish to end providing public transportation with university employees.

## In-house Management

Another option considered was bringing all services into the Parking and Transportation department and ending the practice of contracting for management and maintenance. This model has the potential to realize some cost savings due to the elimination of contractor overhead and profit, which can represent anywhere from 20% - 50% of the total cost of the contract.

During interviews with WKU staff, it was evident that the decision to contract out management and maintenance was for a specific purpose: to gain valuable transit industry expertise that is unavailable to WKU. This relatively modest contract (1% of total operating expenses) allows WKU to gain access to national/international expertise in management and operations, as well as provide redundancy should the transit management leave for any reason.

In addition, bringing the management contract in-house would likely lead to higher fringe benefit costs than the contractor is currently experiencing, and as a result, potential cost savings may be minimized. At most, WKU may realize savings of 0.2% - 0.4% of the total operating cost.

In summary, bringing the current management and maintenance personnel into the university has the potential to realize modest savings, however with a loss of access to national and international expertise.

# Merger/Cooperation Considerations

A final management opportunity exists with the potential for a merger or increased cooperation with GObg transit. Currently, GObg operates at a cost that is close to that of Topper Transit. However, there may be efficiencies that are gained through merging and/or additional coordination that could bring the total cost of the service down. In addition, there may be opportunities to generate additional revenues from being part of GObg through federal, state, or other sources that are currently unavailable to Topper Transit. This scenario will be explored more fully in a future task.

# Staffing Considerations

Topper Transit is currently staffed by professional full-time and part-time drivers that are university employees. Many of the drivers are retirees who choose driving for Topper Transit for the beneficial schedule with limited evening and weekend hours and time off in the summer and around the holidays.

Many universities have designed their systems around utilizing student employees. The organizations that use entirely student drivers or a combination of student drivers and professional drivers tend to see an overall decrease in costs associated with their operations labor, especially because an entirely part-time labor force does not typically receive many fringe benefits. During the peer analysis, it was observed that the University of Iowa, who utilizes student drivers, operates at a cost 40% lower than that of Topper Transit.

In the Commonwealth of Kentucky, individuals over the age of 18 can obtain a Class B Commercial Drivers License (CDL) with a passenger endorsement (requirements to drive a Topper Transit bus) if they do not travel out of the state. Therefore, it is possible for Topper Transit to employ student drivers to augment their current use of professional drivers.

While there may be opportunities to achieve savings through the incorporation of student drivers into Topper Transit, there are inherent risks as well. These risks include:

- Increased scheduling complexity with all, or predominately part-time staff
- Potential for increased insurance costs
- Liability concerns with university students providing a professional service
- Increased training needs as staff turnover frequency would increase
- Changes in schedules from semester-to-semester as class schedules change for students

In the future, Topper Transit may want to contact peer university transit systems to learn more about their student driver systems and determine if the approach would be suitable for WKU.

# System Quality and Customer Service Improvements

While maximizing efficiency is an important part of improving public transportation service, enhances to service quality and customer service can have a positive impact by encouraging higher ridership and potentially new revenue sources. This can be accomplished by making it easier to find information related to the service and to understand how the service works and where it goes. This section outlines areas for improvement that Topper Transit could implement to improve the overall customer experience to encourage higher ridership.

#### Route Naming and Schedule Design

While the current White, Red, and Green Line names could work for the redesigned Topper Transit system, the renaming of lines may help to resolve issues with the current names, including:

- Confusion between Topper Transit and GObg Transit line colors.
- Campus signage being a uniform color scheme of red, white, and black causes bus stops to blend into the landscape.
- White Line appearing as a black line on literature out of necessity to avoid blending into white backgrounds.

A few potential renaming options for the Red and White lines could be:

- Route A and Route B
- Line 1 and Line 2, etc.
- East-West & North-South

For route extensions to WalMart and Kroger, a subname could be added to any of these route names. For example:

- Route A Nightline
- Line 2 to Wal-Mart
- North-South Shopper

The Green Line does not need to be associated with the Red and White Lines as they operate at different times. This could become the Off-Campus Connector, Intersession Line, Greenwood Line, etc.

There is no correct way to name these routes, however care should be given to local nomenclature and ease of comprehension.

# GTFS

General Transit Feed Specification (GTFS) Data is the transit industry standard set of files that allow for transit schedules to be shown on maps and in transit apps. This data allows transit users to easily search for schedules and find routes through Google Maps and other applications. Transit directions pull options from all feeds, showing route recommendations across agencies.

Most transit scheduling software packages have GTFS data export functions pre-programmed. Once a GTFS Data feed is established, all future schedule changes are automatically updated for public consumption.

# Enhanced Stations at Key Locations

System visibility is important in helping WKU students understand Topper Transit services. By improving one or two bus shelters into transit stations with maps and possibly realtime arrival information, the stop will act as a hub that will catch students' attention. Potential transit center locations include Gary Ransdell Hall and PS3, in addition to installing campus transit monitors in DSU, Grise Hall, or other appropriate academic building lobbies.

This transit station in State College, PA, shows the potential for on-campus amenities at one of WKU's peer schools:



# **Revenue Opportunities**

The process of finding efficiencies to ensure sustainability of public transportation service focuses on the expense side of the balance sheet, an area that is widely in control of management. However, an increase in revenue can offset expense increases or work towards reducing the overall budget for Topper Transit. While operating a free transit system inherently limits the revenue that can be generated (due to a lack of fare-paying passengers), there are several other areas where revenue can be increased to offset expenses and promote a healthy balance sheet.

# Increasing Non-WKU Subsidy

One potential way to increase revenues is by increasing the portion of the service that is supported by entities outside of the WKU budget. Currently, WKU does not report Topper Transit information to the National Transit Database (NTD), the database required for all recipients of Federal Transit Administration (FTA) funds. By not reporting to NTD, Topper Transit potentially avoids having to implement costly regulations that apply to federal funding recipients. However, Topper Transit has received federal funding for vehicles in the past, and as such is subject to most of the federal regulations.

While Topper Transit does not receive federal funding, reporting statistics to the National Transit Database (NTD) is the first step to becoming eligible for federal operating funding. One such program that may generate additional revenue, the Small Transit Intensive Cities (STIC) program, provides funding to Urbanized Areas under 200,000 in population (like Bowling Green) which meet or exceed the average performance of Urbanized Areas with populations between 200,000 and 999,999. It is important to note that these performance standards are the sum of all services in the entire Urbanized Area, including GObg and others that may be identified.

Currently, two communities in Kentucky received STIC funding totaling just over \$400,000 in FY 2018: Elizabethtown-Radcliff and Owensboro. An analysis of existing information reported to NTD by GObg is shown in the table below. With Topper Transit data added to that of GObg, the Bowling Green Urbanized Area becomes closer to meeting the STIC standards. If GObg and Topper Transit reported passenger miles, it is possible that given the high ridership and full buses on the Topper Transit system, one or more of the STIC standards may be met. In addition, there may be other agencies providing demand-response service that, if data was reported to NTD, may be sufficient to meet one or more of the STIC standards.

FY 2018 FULL YEAR SMALL TRANSIT INTENSIVE CITIES PERFORMANCE DATA AND APPORTIONMENTS

The total available amount for a program is based on funding authorized under The Fixing America's Surface Transportation Act (FAST) and The Consolidated Appropriations Act, 2018 (Pub. L. 115-141).

State	Urbanized Area (UZA) Description	Passenger Miles per Vehicle Revenue Mile	Passenger Miles per Vehicle Revenue Hour	Vehicle Revenue Mile per Capita	Vehicle Revenue Hour per Capita	Passenger Miles per Capita	Passenger Trips per Capita	Number of Performance Factors Met or Exceeded	STIC Funding: @ ~ \$202,003 per Factor Met or Exceeded
	Average for UZAs with populations 200,000 - 999,999	6.34	111.53	11.48	0.73	82.31	12.57		
KY	Bowling Green, KY	0.00	0.00	3.01	0.27	0.00	1.47	0	\$0
кү	Bowling Green, KY with Topper Transit 2017	0.00	0.00	6.12	0.52	0.00	4.26	0	\$0
KY	Clarksville, TN-KY	0.00	0.00	9.17	0.56	0.00	4.38	0	\$0
KY	Elizabethtown-Radcliff, KY	2.83	56.12	15.52	0.78	43.90	1.94	2	\$404,005
KY	Owensboro, KY	0.00	0.00	16.35	1.33	0.00	4.92	2	\$404,005

# Route Guarantees or Sponsorships

A popular source of revenue for transit providers operating on or near a university campus is revenue from off-campus housing and other major trip generators. In these areas, a payment is provided on a per-rider or lump sum annual basis to support public transportation and ensure that service is continuously provided to the location. This structure works well in a fare-paying system where entities can purchase transit passes for their residents or visitors. In a free-fare system, the advantage to housing complexes or businesses is guaranteed public transit service to their door.

Topper Transit does not currently participate in any route guarantee arrangements, and consideration for such arrangements should be given when businesses or housing complexes approach Topper Transit staff to ask for service. These route guarantees have the potential to generate significant revenue that can offset expenses and effectively lower the total operating budget.

In addition to route guarantees, some systems have discovered that businesses are occasionally willing to provide sponsorships to specific routes, buses, services, or time periods (i.e. months) to generate positive public sentiment as a marketing or publicity tactic. Topper Transit should explore this avenue, especially with downtown businesses, to both encourage higher ridership downtown and to generate modest revenue for Topper Transit.

# Student Fees

Many universities view their transit systems as a value-add service that they fund through student activity fees that are incorporated into university fees and tuition programs. Topper Transit staff report that this tactic was used by WKU to fund parking projects on campus, but was eventually folded into the general semester-based tuition model.

If Topper Transit adopted a modest \$5/semester fee per student, it would generate over \$170,000 per year in revenue to support the service. If that fee was increased to \$10, nearly a third of the operating budget could be covered through this fee.

# Phase II GObg Management Assessment

GObg is a fixed route transit system operating six routes in and around the City of Bowling Green, Kentucky. Six routes circulate the City Monday through Friday 6:00am to 6:00pm and two routes operate 9:00am to 3:00pm on Saturdays except for major holidays. This service operates independently of Topper Transit fixed route service operating in similar areas. Additionally, GObg provides curb-to-curb ADA Complementary Paratransit service within ¾ mile of all fixed route service (as the crow flies) in the Bowling Green Area during the same operating hours.

# Current system management and structure

The City of Bowling Green currently contracts the management and operations of the GObg Transit System to Community Action of Southern Kentucky (CASOKY), a large non-profit human service agency responsible for providing services to 10 counties in Southern Kentucky. The City procures a service provider for the GObg service every three years under a cost-reimbursement basis. The awarded contractor then enters into independent, successive annual contracts with a not-to-exceed invoice amount.

CASOKY has a transportation department whose sole focus is management and implementing the GObg system. The GObg staff perform all functions for the transit service. This includes fare collection and revenue that is deposited into the CASOKY account and offsets expenses that are invoiced to the City. The City reviews approved invoices and requests the appropriate disbursement of federal funds.

GObg staff are responsible for creating all federal grants and reporting information to the National Transit Database.



# Potential Management Issues and Opportunities for Improvement

The consultant worked with City and CASOKY staff to learn about the operations of the GObg system and to learn of perceived issues and concerns moving forward. The current organization and operations were then compared to transit industry standard.
## Organization Mission and Purpose

Organizational mission statements are important as they guide organizations' decision-making processes to respect organizational purpose and achieve goals within the organization. CASOKY has identified their mission with the following statement:

"We team with community partners to provide human services with dignity and respect, empowering people in Southern Kentucky to achieve stability and economic security."

CASOKY is a non-profit human services organization offering a diverse array of programs across a 10county area. Most programs provided by CASOKY focus on financial literacy and self-sufficiency, child development and security, and senior services. GObg Transit in Bowling Green is the only fixed route transportation service the organization provides. The mission of the GObg transit service is focused on meeting the mission of the CASOKY organization.

## Potential Issues to Address

CASOKY has a focus on social services as an organization. Service planning and delivery may be overly focused on providing "lifeline" service to meet the organization's mission of providing service to the area's most vulnerable citizens. While this service is important, it is also only a portion of the potential ridership opportunities available to fixed-route bus services. Throughout the study process, numerous City stakeholders identified that they would like the GObg service to meet broader economic development and employment needs in the community, not just focus on human service needs.

Transportation is just one of many services that CASOKY offers as part of their overall organization. Without a clear direction on a mission from the City, CASOKY will continue to operate in this fashion to meet its own organizational mission as opposed to the City's vision for GObg service.

## Opportunities for Improvement

• The City needs to develop a strategic plan for the transit service. In the strategic planning process, the City can establish a City Vision and Mission for public transportation and then establish goals and objectives for its provider of service to meet and guide the agency moving forward. This should be created by the City with input from CASOKY.

## Procurement & Contracting

Many transit agencies procure at least a portion of the services they provide to their customers. Proper oversight of contractors is critical to ensure that public funds are being utilized in a responsible way. Currently, the City provides contractor oversight. The City does not have goals and objectives for the service in their contract documents.

## Potential Issues to Address

- Contracting arrangement is abnormal for public transit. The City has a cost-reimbursement based contract with CASOKY that is based upon available funds. These kinds of contracts are risky for the agency owner (i.e. City of Bowling Green), especially those that offset expenses by revenue generated.
- It is very hard to attract service providers to bid on this kind of contract because, the provider does not know what is expected of them and does not have a basis upon which to price their service. The procurement process may discourage private enterprises because it does not allow for any type of guarantees on revenues or clear expectations on service delivery. Additionally,

the contractor is asked to cover any shortfalls on local match through generated revenues and other sources. This skews the contracting process towards non-profits and does not encourage open competition from the private sector, of which Bowling Green has several local private transportation providers.

- The current contract is annually renewed, which may discourage competition and potentially increase contractor risk when they bid on the service. A normal arrangement is a 3-year term with two 1-year extensions.
- The City may want to evaluate moving towards a stronger contract (See Appendix A for contract example) that includes:
  - Unit based costing (i.e. per revenue hour or per total hour)
    - Could request breakdown of costs by major function, including admin, operations, and maintenance in the RFP to make it clear on what expectations are.
    - Performance criteria is missing from the contract, this is a way to clearly delineate performance expectations and hold the contractor accountable for outcomes/results.
- Oversight should be formalized and critically increased. This does not necessarily equate to an increase in time spent on oversight activities but rather a focus on expectations and documentation.
- There does not appear to be a check on revenues deposited from GObg by the City. These funds are used by CASOKY to "offset expenses" prior to issuing invoices. This creates potential for fraud. Typically, deposits would be received by the City and applied to operating expenses of a contractor.
- The contract should also provide for leasing the buses and equipment to the contractor and it should specify the maintenance standards for equipment. The City should provide spot checks on maintenance and preventive maintenance adherence to show control over federal assets and to ensure that the equipment is being maintained properly. Often, contractors when faced with financial challenges, will cut corners on maintenance and vehicle repairs to keep expenses down. If this occurs, the owner (in this case the City) can be faced with larger repair bills later, higher rates of in-service breakdowns that affects service reliability and the need to replace equipment more often.

## Opportunities for Improvement

- Oversight meetings should be held regularly, where performance is tracked against established criteria along with tracking budget.
- The City should consider changing to a system where the contractor deposits revenues into a city account, and the City applies the revenue to the grant. Thereby the contractor bills for full expenses regardless of revenues received. The City should ensure that their contractor has adequate procedures for handling cash to protect against theft.
- The City should establish a set of performance metrics to track and evaluate the performance of the contractor and the service. Example performance criteria include:
  - Service on-time performance
  - Preventive maintenance adherence
  - Missed trips

- Complaints
- Passenger trips
- Trips per revenue hour
- Cost per revenue hour
- The City should identify minimum staffing requirements for the contractor that allows the City to express expectations for ongoing management and avoids lapses in management and financial management. Staffing requirements require a contractor to spend money on personnel rather than service or increasing profits. The contract should have a sliding scale of liquidated damages to be assessed on the contractor for failing to meet staffing and performance requirments.

## Contractor Oversight

Proper oversight of contractors is critical to ensure that public funds are being utilized in a responsible way and to ensure that federal, state, and local requirements are met. Currently, the City provides contractor oversight in a very limited way.

#### Potential Issues to Address

- Oversight should be formalized and critically increased. This does not necessarily equate to a large increase in time spent on oversight activities but rather a focus on expectations and documentation.
- There does not appear to be a check on revenues deposited from GObg by the City. These funds are used by CASOKY to "offset expenses" prior to issuing invoices. There is potential for fraud or other allegations. Typically, deposits would be received by the City and applied to operating expenses of a contractor.
- Checks on preventive maintenance adherence are critical to show control over federal assets.

#### Opportunities for Improvement

- The City should require monthly reporting on the service performance measures as well as staffing and customer complaints.
- The City should conduct quarterly performance meetings with the contractor to track performance against established criteria, along with tracking the budget.
- Consider changing to a system where the contractor deposits revenues into a city account, and the City applies the revenue to the grant. Thereby the contractor bills for full expenses regardless of revenues received.

## Operations

Transit operations are complex and are subject to disruptions from environmental factors, maintenance issues, and traffic. Customers rely on on-time performance of transit services. Systems with lower on-time performance tend to experience declining ridership. Transit operation decisions can impact the overall efficiency of the system impacting ridership and costs. FTA's national transit database reporting requires transit agencies to provide data on system efficiency such as cost per passenger mile, cost per hour, etc.

#### Potential Issues to Address

• The City and its contractor should have established performance criteria to track and manage the service, but data is only as good as the procedures used to collect and verify it.

- There does not appear to be a process to determine if ridership and other statistic reports are accurate. The City should require its contractor to have written policies and procedures used to train employees on its data collection, statistical sampling, and reporting.
- Service routes need to be evaluated and adjusted to balance the needs of customers with the need for efficiency.

## Opportunities for Improvement

- The City should consider establishing a process to verify ridership. This could be done through a small contract or through the MPO. Best practices are available through various public transit resources, including the American Public Transit Association (APTA), Transit Cooperative Research Program (TCRP), and the National Transit Database (NTD).
- Utilize the common performance measures required by NTD to monitor and evaluate each GObg route. Make adjustments to balance customer needs with system efficiency.
- The City should work with its contractor and the MPO to develop a service development plan that would build on a transit strategic plan. The service development plan should include a strong public involvement process and it should involve the Topper Transit staff to identify opportunities for the two services to work together. At least one scenario should be developed as a "clean slate" service plan to illustrate how service would be structured if no service is existing currently.

## Maintenance

Maintenance activities are critical to support transit asset management. GObg has an obligation to be good stewards of the federal and city funds it receives to pay for capital assets. Sound maintenance practices are essential to execution of the Transit Asset Management Plan (TAMP), maintaining assets in a State of Good Repair (SGR), and maximize their useful lives.

## Potential Issues to Address

- The current maintenance protocols are inefficient and do not reflect sound asset management practices. The practice of first going to the City's garages for in-kind, then going to outside garages creates issues and inconsistencies.
- Current practices increase the need for operational spares which increases costs for the GObg.
- The lack of a dedicated transit maintenance facility and staff limit the ability to discover systemic maintenance issues and limits the percentage of proactive and preventative maintenance activities.
- It is unclear if either the City or CASOKY are meeting their targets for in-kind contributions for fuel or maintenance.

## Opportunities for Improvement

- Develop a TAMP which outlines a standard protocol for maintenance to be performed by the City, work to be performed by the contractor, and work to be performed by outside shops.
- Consider hiring a full-time mechanic to be employed by the City, who is dedicated to transit vehicles. This could be considered in-kind match and allow for more prompt repair. The mechanic could be available to work on other vehicles in the City fleet when not fully engaged with transit vehicles.

• As part of asset management practices, establish and monitor performance targets for maintenance, including adherence to preventative maintenance requirements and major breakdowns.

## Finance

Funding public transportation is a complicated process which uses funds from federal, state, and local sources. Federal sources are provided via grants and primarily provide funding for capital assets. Federal grants usually require matching funds from state and municipal governments. State and municipal resources are typically used for both capital and operating budget requirements. Fares paid by customers are usually utilized for the operating budget. This complicated arrangement of funds from multiple sources requires sound financial management practices, as well as appropriate oversight by the funding agencies. Further, maintaining the public's trust requires governmental fiscal accountability and transparency. Sound financial management is critical to support both service development and transit asset management.

#### Potential Issues to Address

- Current fiscal practices make it difficult to determine GObg Transit finances from CASOKY's overall organizational finances.
- The City is the grantee for federal funds and has an obligation to account for those funds. Current fiscal practices limit the ability of the City to properly account for the use of federal funds. In some instances, there are requirements for the reimbursement of federal funds. For example, if a bus ceases to operate before the end of its useful life, the City would need to be able to determine the amount of the reimbursement and repay the federal government as appropriate.
- Current invoicing practices limit the ability of the City to budget and plan for cashflow for transit.
- Infrequent invoices limit the ability to conduct performance management associated with service development.

## Opportunities for Improvement

- The City and CASOKY should develop a cost allocation policy to address overhead and other administrative costs. This cost allocation should be based on a time study of management employees and their responsibilities related to GObg.
- The City should prescribe a regular billing cycle for CASOKY.
- The City should require CASOKY to prepare a budget for the service providing an annual financial roadmap for delivery of the service, the budget should have accompanying narrative on the contractors planned expenditures and it should identify the expected outcomes or projected return on investment.
- The monthly billings should then be prepared to show progress against the budget and also show progress to achieve the return on the investment the City is making.
- The contract between the City and its transit provider should provide clear requirements and procedures for financial reporting. Clear requirements and procedures should mitigate the risks associated with personnel changes over time. (See Appendix B for a financial reporting statement example.)

## Marketing & Public Relations

Marketing and Public Relations are important components in any organization, but their need is particularly acute in transportation systems. Media platforms are the first line of communication with riders and potential riders regarding service disruptions, service changes, and organizational announcements.

When vehicles are in motion, changes that affect riders happen suddenly and need to be communicated as quickly and easily as possible to riders for them to adjust to the changes. When riders aren't communicated with in time, their ridership on that trip is lost and they are most often adversely affected by the time lost waiting for alternative travel arrangements. When this type of miscommunication occurs regularly, riders can lose faith in a system and stop attempting to ride.

When positive changes are implemented, such as additional trips or service redesigns, communication with media outlets and on social network platforms helps engage the public in the opportunity to access those new services. Without proper communication, a potentially great service change can fall flat as members of the public, who might benefit from the change, aren't made aware.

Lastly, media relations and public discourse will be driven by collective public opinions instead of factbased statements without a dedicated public relations employee or department. A narrative for an organization needs to be driven and monitored by a dedicated person or department within an organization.

## Potential Issues to Address

- The GObg service has little to no proactive marketing.
- There is a lack of coordinated media presence online and in print.
- The GObg service needs a marketing plan to attract and retain riders.

## Opportunities for Improvement

- Enhance the GObg website and/or work with Topper Transit to build one transit brand and website for Bowling Green and make more information available online. This includes rider information.
- Dedicate a staff member as the point contact for public engagement.
- Consider GTFS (data format protocol to provide transit data to Google Maps) implementation to allow for web-based integrated trip planning. (See Appendix C for details on added benefits of GTFS implementation.)
- Consider partnering on NextBus contract with WKU Topper Transit

## Asset Management

GObg has a variety of capital assets which must be maintained in a state of good repair (SGR). Transit asset management is a framework of approaches and tools which assists transit agencies in achieving and maintaining SGR. Transit asset management assists transit agencies with using data to make decisions to maintain and replace assets in a manner which is cost-effective and minimizes total lifecycle costs.

The transportation reauthorization bill MAP-21, which passed in 2012, requires transit agencies to prepare Transit Asset Management Plans (TAMP). FTA has published clear guidelines for transit agencies to follow in the development of those plans as well as requirements for reporting the conditions of

certain categories of assets. GObg should ensure that it complies with the federal requirements for asset management as well as implementing effective practices to maximize the life of its capital assets.

The most recent TAMP was completed in September 2018 measuring targets for FY 2018 and setting new targes for FY 2019.

FY 2019 MPO Transit Asset Management Targets						
Asset Category	Asset Category Performance Measure		2018	2019		
Assel Calegoly			Actual	Target		
Rolling Stock	Age - % or revenue vehicles that have met	0/0/	81.3%	70%		
(Revenue Vehicles)	or exceeded their Useful Life Benchmark.	0470				
Equipment (Non-	Age - % or vehicles that have met or	1000/	100%	65%		
Revenue Vehicles)	exceeded their Useful Life Benchmark.	100%				
Facilities (All buildings	Condition - % of facilities with a condition	0%	0%	0%		
or structures)	rating below 3.0 on FTA TERM Scale.	0%				

#### **Opportunities for Improvement**

- The City should develop a TAMP in coordination with its contractor which meets the FTA requirements, and which assists both organizations in the prioritization of maintenance activities.
- The City should develop maintenance contract agreements to support the execution of the TAMP.

## Service Planning

Service planning is critical to the development of transit services which meet public transportation needs. Designing routes, scheduling the frequency of vehicles, and other key service determinations require broad input from stakeholders and a systematic planning effort. CASOKY has modified its service multiple times in an attempt to grow ridership. Two years ago, a service redesign led to a drop in ridership. Following its most recent service change, CASOKY is reporting a 14% increase in ridership in the last year. Service planning requires a clear organizational mission and objectives. Major objectives usually include connecting residential areas to major employee centers as well as to critical life services such as medical and government facilities.

## Potential Issues to Address

- CASOKY has a focus on social services as an organization. Transit is currently run this way, focused on low frequency "lifeline" service. Fixed route transportation appears to be a minor part of the overall organization.
- Without a clear direction on mission from the City, CASOKY will continue to operate in this fashion.
- Service planning does not appear to be conducted in a systematic manner. Service planning should be a focused regional effort which accounts for agreed upon goals.
- It is unclear if there is an effective systematic process for strategic planning, including development of transit development plans (TDP). TDPs provide value by providing a basis for addressing near, mid, and long-term public transit needs.

Opportunities for Improvement

- The City should engage key stakeholders and develop a City based clear mission and purpose for GObg.
- The City should partner with the MPO staff to perform service planning work where possible. MPO staff could help with passenger surveys, community outreach, demographic and Title VI analysis, and GIS work.
- The City should engage in strategic planning and develop a current TDP and use it to guide service planning.

# Phase III Merger Feasibility Evaluation

The third and final phase of the study evaluation is to assess the feasibility of merger options for the WKU Topper Transit service and the City of Bowling Green GObg service. This feasibility evaluation examines the potential options for merging the two service's management and service together, starting with the easiest option of "mutual cooperation" (working together on issues that do not require formal governance changes) to the more complex and difficult option of a full merger governance and contractual changes to the way the systems are managed and operated.

This section of the report is organized as follows:

- Current Systems Overview
- Merger Options
- Merger Critical Issues
- Short Term Recommendations
- Long Term Options for Consideration
- Merger Options evaluation Matrix

## **Current Systems Overview**

The City of Bowling Green has two transit systems that operate in the Community. One of the services, WKU's Topper Transit, is focused on providing service to the students of the University and the other service, GObg, is focused on providing service to the broader community. This section provides an overview of both services that sets the context for evaluating options for the two systems to work together and/or merge functions.

## WKU's Topper Transit

#### Mission

Topper Transit primarily provides an on-campus transit service provided by and funded by Western Kentucky University. The mission of the service is student centered, to provide transportation to students on campus and to provide students transportation for off campus basic shopping needs. The service provides a balance to the campus parking challenges for students. One of the long-term goals of the service is to provide a connection for students between campus housing, academic and social buildings, and campus parking. The University also has a secondary mission to participate in the community through the transit program.

#### Governance

Topper Transit is provided by and is part of the University's Parking and Transportation Services (PTS) department. The service is directly managed and controlled by the University. The transit service is part of the overall transportation resource that the University provides which includes parking, bikeshare, road, and sidewalks.

#### Budgeting and Finance

Topper Transit is a part of the University's overall budget and must compete with and be balanced out with other University priorities for funding.

## Service Management and Delivery

The Parking and Transportation Services Department was formed July 1, 2005 to professionally manage and coordinate existing parking and transit resources. The University does have a contract with a private transit company to provide day to day management of the transit service. The drivers and other employees are University employees.

Topper Transit is designed to connect students, staff, and visitors of WKU's Main Campus to parking facilities, South Campus, and other housing, retail, and recreational destinations nearby. Topper Transit service is fare-free and open to the public with service hours generally operating 7:00am – 10:00pm weekdays and 4:00pm-8:00pm Saturdays, with hours fluctuating based on WKU's class schedule.

The Red and White lines serve as daytime circulators in and around campus during Spring and Fall semesters, while the Green line serves as an evening, weekend, and intersession service connecting campus with local retail destinations.

Service on Topper Transit's Red and White Lines operate at relatively high frequencies during the day (7 to 15-minute headways) and all buses automatically stop at every designated boarding area without requiring a stop request. The Green Line only operates at night and on weekends with 30 to 60-minute headways.



## GObg

## Mission

The City of Bowling Green established transit service in 1993 in partnership with local human service organizations. In 2003, the City began to receive federal transit administration (FTA) funds and the transit service also came into compliance with FTA transit requirements. The transit service known as GObg is one of many human service functions that the community action agency (CASOKY) provides to the residents of Bowling Green and the counties in the region. CASOKY's focus is on providing social service functions and not on economic development activities. The transit mission has been established by CASOKY. The City of Bowling Green, however, is interested in the potential of transit service evolving to help provide broader transportation access to employment in addition to lifeline service.

#### Governance

GObg is currently governed by the City of Bowling Green and CASOKY. The City of Bowling Green provides access to the federal funding and City funds/match. CASOKY manages and operates the transit service. The City owns nine of the buses and the CASOKY owns seven. The City provides CASOKY with the nine buses under a lease agreement. The City of Bowling Green does not have a formal contract with CASOKY to deliver service. The City provides its matching funds in the form of cash and in-kind vehicle maintenance. In the past, the City has taken a very hands-off role in the transit service, but within the last year, the City has taken a more active role in the overseeing of the transit service and management.

## Budgeting and Finance

There is no formal budget process between CASOKY and the City. The City budgets for the matching funds needed for the FTA funding and the combined federal and city funds become the de facto budget for CASOKY for transportation. CASOKY provides the data, reports, and applications for federal funds. The City retains control of the federal funds and pays CASOKY when satisfactory monthly invoices are submitted, reviewed, and approved. CASOKY invoices the City for actual costs of transit service delivery.

#### Service Management and Delivery

GObg service is managed and delivered by the transportation department within CASOKY.

GObg is designed to connect Bowling Green residents at large with area jobs and services. The service is delivered via six bus routes:

- Red Line Route 1 (Hourly service beginning and ending at the Downtown Transfer Center circulating through northeastern Bowling Green neighborhoods.)
- Blue Line Route 2 (Hourly service beginning and ending at the Downtown Transfer Center circulating through northern and western Bowling Green neighborhoods.)
- Green Line Route 3 (Hourly service beginning and ending at the Downtown Transfer Center extending along Scottsville Road to Greenwood Mall.)
- Yellow Line Route 4 (Hourly service beginning and ending at the Downtown Transfer Center circulating southern and western Bowling Green and also serves Greenwood Mall.)
- Purple Line Route 5 (Hourly service beginning and ending at the Campbell Lane Kroger circulating through western and southern Bowling Green and the WKU Main Campus.)
- Pink Line Route 6 (Hourly service beginning and ending at Greenwood Mall circulating through the shopping and medical complexes along Lovers Lane and Scottsville Road.)

Four of these routes meet in downtown Bowling Green with the other two acting as neighborhood circulators in the WKU Main Campus/South Campus and Lovers Lane/Greenwood Mall areas. Service operates weekdays from 6:00am – 6:00pm except for major holidays on all routes. A map of existing service is on the following page.



## Merger Opportunities and Analysis

## Mutual Cooperation

The simplest and easiest way to explore merging is through mutual cooperation. Mutual cooperation is described as an effort by the two transit agencies to work cooperatively together to improve service, reduce costs, and/or coordinate actions. This could be as simple as agreeing on joint or pooled purchasing, to as complex as coordinating overlapping or adjoining transit service or sharing maintenance services.

#### Overview

WKU Topper Transit and GObg Transit should work together to identify areas of improvement to fixedroute service in the Bowling Green community. WKU, through its recent changes to their service as a result of needing cost savings for the University, now has very limited service into the community connecting University students to shopping and other activities in Bowling Green. GObg's primary mission is to provide lifeline services for underprivileged residents in Bowling Green and their service is spread out, but there may be opportunities for the GObg service to provide service connections to Topper Transit to meet student off-campus transportation needs. In addition, the two systems can work together to do joint procurements and purchasing.

#### Governance

The two systems should establish a joint services committee that will meet quarterly to review areas of potential cooperation and cost savings. The joint services committee could be formed as a subcommittee of the MPO Technical Advisory Committee (TAC). An action tracker should be established to track action items and individual assignments as well as report progress and results.

#### Service Delivery

GObg and Topper Transit fixed routes, while designed to serve different markets, overlap each other in many areas. This could be causing a loss in productivity as two service providers are both supplying similar needs to the same populations. The primary complaints the City receives regarding transit service is that the service is not very frequent and that it doesn't connect to the jobs at the two industrial parks. Mutual Cooperation between the agencies could lead to some overlapping service being redistributed to better meet the needs of the community at large.

## Potential Savings

The two systems can work together on a varieity of areas that could produce savings for both organizations including joint procurement of fuel, technology, buses, outsourced maintenance, and joint planning. A joint website, ride guide, and branding may also generate minor savings. This can result in small cost savings but produce larger efficiencies for both systems.

## Shared Management

## Overview

The second tier of "consolidation" is by the two transit systems working together to share management or management functions. The two systems would still have independent governance and independent general management but could have shared mid-level management and operations staff. Each of the systems would retain separate budgets and service delivery but through shared management functions, they would be able to enhance their independent budget management and potentially reduce administrative expense. The biggest challenge with this form of shared management is lines of reporting difficulties can arise. Shared management functions can work when it is limited to a specific scope of work, and the tasks to be performed for each transit agency are very clear. Expectations have to be made very clear from the outset. The following provides an example of how to set up shared management functions: Agency A and Agency B decide to share their finance function. Agency A hires a strong financial manager and staff. The financial manager reports directly to the Agency A general manager. Agency B then contracts with Agency A for their financial management services. The contract outlines Agency B's financial analysis and reporting requirements. Agency B's general manager has the ability to work directly with the Agency A financial manager to meet Agency A's financial requirements. Agency A is responsible for any human resource issues or performance issues that may arise in the finance department. Agency B can have input into the finance department's performance, but they must provide that input in accordance with the contract provisions that they have with Agency A for the financial services.



## Operations

The systems could have a shared operations function with an operations manager or supervisor and shared dispatch. By sharing this function, the systems could improve coordination and interoperability for their service and ultimately improve customer service. The systems would need to work together to develop shared rules and procedures for operations management, communications systems, and performance expectations.

## Finance

Finance management is a good area to share between GObg and Topper Transit. The agencies could work together to establish a joint finance department and system that can meet both service's needs. A shared department could be staffed by a financial manager and a book keeping assistant. The budgets would need to be kept separately, however the finance manager could also be responsible to put an annual budget together for each transit service with the general manager for each of the services. The finance department responsibilities would include:

- Annual Budget: An annual budget would be prepared for each service showing detailed costs and expected revenues and subsidies.
- Monthly Reporting: Monthly financial reports would be generated for each service showing cost to date against the annual budget for each service.
- Billing: The finance department would prepare the federal state and local funding applications and reporting, grant agreements and monthly billing, and accounts receivable.
- General Manager Support: The finance department would also work with the general managers for each service to perform as needed financial analysis.
- Payroll: Because the employees would continue to remain separate, the payroll could continue to be processed by each respective service (e.g. WKU and Community Action).

## Procurement

A joint finance department could also manage the procurement for both services and joint procurement opportunities could be identified for buses, equipment, parts, and maintenance that could help the two services save money and share resources.

## Service Planning

Service planning for Topper Transit and GObg should be performed comprehensively every five years with annual updates or tweaks, unless circumstances require that a comprehensive analysis be performed sooner than five years such as if their significant budget changes up or down or significant changes in origin or destinations that would require an overhaul of the service plan. The service planning function could be provided or coordinated by the MPO/planning commission with each service. The services are small enough that the general manager for each service should be able to manage annual service changes without a dedicated service planning staff. The MPO/planning commission staff can host meetings between the transit services to discuss service changes and assist the transit services with technical resources such as mapping, etc. The MPO/planning commission also has access to federal and state planning funds that could be programmed to perform a service development plan every five years that would assess performance of the existing service against the service goals, identify changes in demographics, transit needs and development patterns, and recommend service improvements to improve system performance. Because Topper Transit and GObg have overlapping service areas, it

would make sense to do the planning work for both at the same time to maximize efficiency and performance of both systems.

#### Governance

Under a shared management model, the overall governance of each system does not change, GObg would continue to be governed by the City and Topper Transit would continue to be governed by WKU. Shared service contracts would exist between the two services to outline the management and administrative services being shared with performance and outcome expectations clearly identified.

#### Service Delivery

Service delivery would continue as it is today under the shared management model. GObg would continue to deliver its service with its drivers and the Topper Transit would do likewise.

#### Cost and Revenue

The cost and revenue under this model will continue to stay with the independent transit services. The cost for the shared management services will be allocated per the contract between the two services.

#### Potential Savings

By sharing a general manager and potentially management support functions, the systems can save salary and benefits of at least two full time equivalent staff positions between the two agencies assuming that this would result in one general manager and one financial manager between the two agencies.

## Full Merger with two Service Packages

## Overview

A third tier of consolidation is full consolidation with two service packages. For a service the size of Topper and GObg combined, the service could be run by a small combined management staff with one executive director or general manager, a financial manager and a finance staff person, an operations manager, dispatchers, and a call center. This could be accomplished by having either the University provide the management staff, or the City provide the management staff. If the University provided the management staff and team, then the University would need to explore with the FTA whether any FTA compliance rules would apply to the University service. Regardless of which entity would be responsible for the management positions, the primary management entity would need to form a contract with the other entity to provide contract management services. The resulting management team would be responsible for managing service operations, capital programs, and finance for both the GObg and Topper Transit services.



## Budget

Each system's budget would need to be maintained separately with separate funding sources and cost structures, however the management team can use a single accounting platform and standardized reporting. A stable cost allocation method will have to be developed to allocate the management costs between the two system's budgets.

## Employees

Management will be responsible to hire, coordinate, and manage the service delivery employees of both organizations. Some of the current challenges will be work rule and wage/benefit differences between the two systems. Although the systems will be separate, the management will have to be careful about maintaining separate work rules, policies, and wage/benefits for employees where there are differences that cannot be reconciled.

#### Service Planning

A key opportunity will be to conduct a joint system service planning effort to identify areas where the systems individually can improve performance and where they can work together to improve service to the community. A single management team will make this task much easier to accomplish than working with two different management teams. The single management team will still need to verify the goals and objectives for transit service from both Topper Transit and GObg's governing bodies, e.g., Western Kentucky University and the City of Bowling Green respectively.

## GObg funding

GObg's funding comes from the FTA and the City of Bowling Green. The system is required to follow FTA rules for transit service and the Section 5333(b) of Title 49 (See Appendix A) provision applies to GObg providing a protection for the current employees that their jobs are protected as a result of accepting FTA funds. The protection preserves employment rights and benefits even if the employees are not covered under a collective bargaining agreement. This does not mean that the service cannot be provided by a different provider, it just means that the employees delivering the service are protected and would need to be offered jobs with a new provider if a new provider is going to deliver service. This does not affect a systems ability to manage employees for performance or financial reasons. If an employee is a poor performer, they can be disciplined and ultimately terminated if performance does not improve, and likewise if the system experiences budget shortfalls the system can adjust its funding sources to reduce expenses.

## Topper Transit funding

Topper Transit is funded out of the WKU budget. Topper Transit does not currently receive or use any FTA funds for service, so the FTA labor rules do not apply to Topper Transit.

## Governance

The governance with this model would be very similar to the way it works now. If WKU is the management entity to manage the service then they would have a contract with the City for transit service and management services and the Topper Transit management team would provide regular reporting to the City on the performance of the service and be responsible to the City for service management, financial management, and customer service in addition to reporting to WKU. If GObg becomes the consolidated management entity, then they would be responsible to the City and University.

## Service Delivery

Under this model the proposal would be to have service delivery continue to be provided by the current entities that deliver the current service respectively. GObg service would continue to be delivered by the drivers employed by the Community Action Agency and Topper Transit service would continue to be delivered by the drivers employed by the University. Each service would maintain a separate service package with the routes, drivers, and equipment necessary to deliver that service package. This would also provide the option for the City and/or the University to request that the consolidated management explore options to contract for the service delivery by other providers than the current providers if service performance or cost became an issue.

#### Cost and Revenue

Two budgets would be maintained under this model, both managed by the merged management team. The administrative costs associated with the merged management team would be cost allocated to the two service budgets. System revenue would be collected and maintained within each systems' budget.

#### Potential Savings

By sharing a general manager and potentially management support functions, the systems can save salary and benefits of three to four full time equivalent staff positions between the two agencies, assuming that this would result in one general manager and one financial manager and one operation/maintenance manager between the two agencies

## Full Merger with one Service Package

## Overview

A fourth level or tier of consolidation is full consolidation including the service package. For a service the size of Topper and GObg combined, the service could be run by a small combined management staff with one executive director or general manager, a financial manager and a finance staff person, an operations manager, dispatchers, and a call center. This could be accomplished by having either the University provide management staff and hire additional drivers, or the City provide the management staff and hire additional drivers.

Because federal funding is used by the City for their service, the entire service would need to be compliant with federal funding requirements and the entire service and management structure would be subject to federal transit policies, procurement and Triennial Reviews. Topper Transit already operates the service to meet the federal requirements so very little would need to change. If the University took responsibility for management and service delivery, then the University would need to have a funding agreement in place with the City for funding and service requirements. In addition, the University would need to be designated as an FTA funding recipient, so they could manage the federal grants. If the City wants to manage the entire service, then the City or their designee would need to have a funding agreement with WKU for their funding and service requirements.



#### Governance

As presented, there are two main governance models that could be utilized. The first is to consolidate management and service under one of the two current transit agencies either Topper Transit or GObg, and implement a funding agreement between the City and WKU. The second model is to establish a transit authority with a board to be established made up of appointees by the City and WKU. Board numbers could be equal, or board appointments could be made by the dollars contributed or service hours or some combination of factors.

#### Service Delivery

Under this model the service delivery would be integrated together, ultimately probably providing one brand for the service. A unified service and fare structure would need to be developed.

#### Cost and Revenue

The cost and revenue would be shared between the City, WKU, and federal funding. The City and WKU would need to agree in the bylaws on the service purposes, market, and how service decisions would be made whether or not the service changes could be approved by the board only or if the funding partners would want to have approval over any significant service changes.

#### Potential Savings

This is probably the most cost-efficient way to run the system, but the employment and benefit standards would need to be established up front for the entity that would employ the management and drivers to ensure that labor costs are controlled from the initial consolidation. By sharing a general manager and potentially management support functions, the systems can save salary and benefits of three to four full time equivalent staff positions between the two agencies assuming that this would result in one general manager and one financial manager and one operation/maintenance manager between the two agencies. By combining the services together, the resulting service would benefit from driver cost efficiencies and potentially be able to redeploy hours of service to unserved areas.

## Transit Authority Formation

## Overview

The fifth option would be for the City and the University to form a transit authority with board members appointed by both WKU and the City to govern the service. The organizational structure in this option is identical to the previously discussed Full Merger with One Service Package except for the addition of a Joint Board to manage the authority. This removes direct engagement between the City of Bowling Green, WKU, and the General Manager allowing the system more autonomy to meet the goals of both initial entities. For a service the size of Topper and GObg combined, the service could be run by a small combined management staff with one executive director or general manager, a financial manager and a finance staff person, an operations manager, dispatchers, and a call center. This could be accomplished by having either the University provide management staff and hire additional drivers, or the City provide the management staff and hire additional drivers through the Community Action.

Because federal funding is used by the City for their service, the entire service would need to be compliant with federal funding requirements and the entire service and management structure would be subject to federal transit policies, procurement, and Triennial Reviews. Topper Transit already operates the service to meet the federal requirements so very little would need to change. If the University took responsibility for management and service delivery, then the University would need to have a funding agreement in place with the City for funding and service requirements. In addition, the University would need to be designated as an FTA funding recipient, so they could manage the federal grants. If the City wants to manage the entire service, then the City or their designee would need to have a funding agreement with WKU for their funding and service requirements.



## Governance

This model would establish a transit authority with a board to be made up of appointees by the City and WKU. Board numbers could be equal, or board appointments could be made by the dollars contributed or service hours or some combination of factors.

## Service Delivery

Under this model the service delivery would be integrated together, ultimately probably providing one brand for the service. A unified service and fare structure would need to be developed.

## Cost and Revenue

The cost and revenue would be shared between the City, WKU, and federal funding. The City and WKU would need to agree in the bylaws on the service purposes, market, and how service decisions would be made whether the service changes could be approved by the board only or if the funding partners would want to have approval over any significant service changes.

## Potential Savings

The cost savings for a full merger under a transit authority would be very similar to a full merger with one service package.

## Critical Issues for Consolidation

In working with the Merger committee established for this project, there were seven critical issues that were identified that will need to be addressed to make any merger option feasible. This section provides an overview of those critical issues and options to address them if a merger is considered.

**Critical Issue #1: Funding** – equitable funding for the service received. A significant challenge when two services merge together is developing a fair and equitable method for funding partners to fund the service. Transit systems' financial partners have expectations to receive proportional levels of service for the money that they contribute. It is important that if a merger is to be considered, a funding agreement be developed between the City and WKU that addresses their respective contributions for service. If funding challenges occur in the future for either funding partner, then the service the funding partner is paying for would need to be reduced to offset funding reductions so as to not impact the service that the remaining partner is paying for.

**Critical Issue #2: Governance** – ability for either party to maintain oversight and control. The City and WKU will need to come to an agreement in their management and service agreements about how the management will report to each of them and their expectations for service. To be successful, WKU and the City need to develop joint goals and objectives for the combined service with combined performance standards for management and the service. Absent of forming an Authority to manage the service, WKU and the City need to establish an agreement for joint oversight of the service to address how the service will be managed. Joint service, management, financial, procurement, and maintenance policies will need to be developed and agreed to by both parties.

**Critical Issue #3: Fare Structure** – GObg has a cash fare structure and Topper Transit is free. If the services are to be merged together then the new resulting service will need to have a single fare structure. GObg has a base fare of \$2.00 per trip and charges students a \$50 per semester fare. The Topper Transit service has no fare charge to use the service. There are several ways to reconcile the fare structures to achieve the same or similar result. One way is to structure a fare zone system with a

free fare zone on the University campus, that way anyone using the merged service rides free on campus but would have to pay a fare for off campus service. Another method would be to establish a university student rate that is free or low cost and tie the student rate if there is a charge to a student activity fee.

**Critical Issue #4: Service and Other Decision making** – Another critical success factor is to establish a policy on how service decisions will be made as a guidance document. One way to do this is to define a map of routes and establish on the map routes that WKU will have decision making authority over and have routes that the City will have decision making authority over. But a more integrated method would be to have a service committee or governance committee formed of equal representation from both the City and WKU. For the sake of this discussion assume that each party appoints three people to be on the committee. Decisions would need to be arrived at in a collaborative consensus driven process with at least a four to two vote needed to be approved. Ultimately both the City and WKU would have to approve any significant service plan changes since they are funding the service.

**Critical Issue #5: Equipment differences** – The City and WKU would need to work together to standardize equipment over time. A joint equipment policy should be established to deal with buses, fare collection equipment and communication equipment, and other fixed assets to standardize the hardware and software that the service maintenance and delivery staff will have to deploy and maintain.

**Critical Issue #6: Technology differences** – The City and WKU would need to work together to standardize technology over time. A joint technology policy should be established to deal with on-bus technology, website consolidation and maintenance, and other technology to standardize software that the service maintenance and delivery staff will have to deploy and maintain.

**Critical Issue #7: Service Mission differences** – This issue could be a major concern if not addressed up front. As discussed earlier in this report, the Topper Transit service mission is to deliver service to students and provide connectivity on campus to parking and student/education facilities. GObg on the other hand is primarily a human service oriented service in the City providing access to healthcare, basic shopping needs, and some employment. The City and WKU will need to work together to develop a joint mission for the combined service that will continue to meet both the needs of the City and WKU. Many transit systems have multiple markets that they serve. The Mission of the new service will need to be multifaceted.

# Steps Toward Merger

Any of the five previously outlined service packages can be viewed as landing points on the steps toward a full merger or authority formation. Bowling Green currently falls under the Mutual Cooperation model. It would be most efficient for a city the size of Bowling Green to form a Transit Authority. This would allow all services to be deployed with the least amount of overhead costs and responsibilities. Because of the identified critical issues, it is unlikely that all terms of an authority formation can be worked out at this moment. Instead, steps can be taken toward formation landing on any one of the intermediate service packages to maintain a functioning transit network. Near term steps should work toward strengthening connections through Mutual Cooperation and begin discussions on long term landing points on the steps toward a full merger.



# Recommendations and Next Steps

Managing and delivering transit service can present significant challenges but also be very rewarding. Public transportation service is not a for profit business. It requires public subsidies and as such competes with other government service priorities for funding. Public transportation also must evolve and be adapted to the growth and development patterns, housing, education, and social service needs of a community. Topper Transit and GObg both provide public transportation service in the City of Bowling Green. Topper Transit is a service provided by Western Kentucky University to meet student transportation needs and to connect parking areas to academic and residential buildings. GObg is a public transportation service funded by the City of Bowling Green and delivered by the Community Action of Southern Kentucky. The service started as and continues a social service lifeline public transportation service.

The City of Bowling Green is growing fast, adding employment opportunities and residents at a fast rate, meanwhile WKU is struggling to balance its budget with reduced international enrollment and overall lower enrollment numbers. WKU like many colleges and universities around the country have had to focus on reducing expenses while continuing to deliver a quality university education to students. Both the City of Bowling Green and WKU are looking for opportunities to become more efficient and to partner with others to meet their needs. One such opportunity is to examine ways to leverage their

transit budgets together for transit to become more efficient, improve transit administration and management, and deliver better integrated service. The recommendation from phases 2 and 3 of this study are presented as short term with 0 to 24 months and medium term 2 to 5 years and long term 5+ years. The recommendations are presented on the following pages:

## Short Term: Next 24 months

- Improve management and financial controls between the City and the GObg contractor:
  - The City should require an annual budget to be submitted by the contractor that would have to be approved as part of the annual contract renewal. On a monthly basis the contractor should bill the City. The billing should show progress against the annual budget and also include service performance statistics.
  - The City should require its service contractor to submit a cost allocation plan for GObg to ensure that federal and city funds are being charged for appropriate share of expenses.
  - The City should require its contractor to segregate transit finances into a separate bank account and maintain separate accounting for transit.
  - The City should establish a cost per hour rate to pay for transit service. The invoices for service should then be based upon the cost per hour rate for service. The City should plan to separate some variable costs that can increase risk for the contractor such as major maintenance/repairs and fuel.
- The City should review and develop a management plan for the GObg service with clear roles and responsibilities for federal grant compliance between the City staff and their contractor.
- The City should conduct an annual site visit to its contractor to review policies, performance expectations, ridership/revenue, and operating cost/maintenance records to ensure compliance with federal funding
- The City should establish a set of transit goals and objectives and expectations for the GObg service to incorporate into their next RFP to select a service contractor. The goals and objectives should also become the basis for the development of a service development plan for the GObg service.
  - The City should work with WKU to conduct a Transit Development Plan every 5 years with annual reviews for Bowling Green, KY transit services.
- A Mobility Transit Management subcommittee should be established as part of the MPO/Planning Commission. The subcommittee should develop a public input process to gather public input into transit service development.
  - An early action of the subcommittee should be to improve coordination of Topper Transit and GObg Transit services
  - Develop a joint brand, transit schedules, and a joint ride guide for the Topper Transit and GObg Transit services. The public and riders do not have transit brand loyalty. The riders just want service to meet their needs.
  - The joint subcommittee can be a forum to develop and coordinate a joint marketing program for transit service including the development of a single website and a common fare structure.

## Medium Term: 2 to 5 years

Within the next two years, the City of Bowling Green and WKU should work together to merge the management of the Topper Transit and GObg services and potentially merge the operations of the two services.

The first step to moving toward a full merger would be for the City and WKU to jointly procure transit management services to manage both the Topper Transit and GObg Transit services. The City would contract separately for transit service delivery for the GObg service. (drivers, dispatchers and potentially maintenance). WKU would continue to directly deliver the service through its employees. The joint management contractor would oversee the day to day operations and compliance with federal funds for the City and WKU. The City would continue to retain ownership of vehicles and lease them to the selected service delivery contractor.

A second step would be for the City to contract with WKU to manage and deliver the GObg Service. The City would establish its service decision making and performance expectations with WKU through its contract with WKU. Other considerations in this step include:

- WKU bids a joint management contract and a service delivery contract.
- WKU manages the contracts with the contractors.
- The City vehicles and equipment continue to be owned by the City but are leased to the selected contractor.
- The City continues to be the federal funding recipient and retains federal funding compliance and reporting responsibilities.

## Long Term 5+ years

A longer term step would be for the WKU and the City to form a joint Transit Authority. The Transit Authority would then become the federal funding recipient and take on the full federal compliance responsibility. WKU and the City would appoint board members and provide funding to subsidize the Authority's service.

- Service control issues will need to be addressed in a funding agreement between the City and WKU. One of the easiest ways to ensure service control is provided to both the City and WKU would be to provide an even number of board appointments to each. If the authority would have six board members, then the City would appoint three and WKU would appoint three. If any issue or vote results in a three to three vote, then the issue would not be approved. This board structure requires the City and WKU to reach a majority consensus between each other to approve changes to service.
- The Transit Authority would be responsible for hiring management employees or a management contractor to manage the service.
- The Transit Authority would be responsible to hire drivers for service delivery and maintenance employees or the authority would hire a contractor to deliver service and maintain fleet.
- The transit service can be scaled up or down in the City and on WKU campus based upon available funding from either or both partners as well as federal funding.

# Merger Summary Matrix

	Merger Options				
	Mutual Cooperation	Shared Management	Full Merger with 2 Service Packages	Full Merger with Combined Service Package	Transit Authority Formation
Description	An effort by the two transit agencies to work cooperatively together to improve service, reduce costs, and/or coordinate actions.	Each of the systems would retain separate budgets and service delivery but through shared management functions.	Merge all management functions but continue to operate two separate services.	Merge all management and service operations into one agency shared by City and University. Employees could be under City, University, or Contracted.	Merge all management and service operations into one agency independent of City and University with both entities appointing board seats.
Management	Same as today.	A General Manager would be shared by both systems. Shared Finance Manager would produce separate books for each agency. Operations Managers would remain separate.	A shared General Manager would work directly with shared Operations & Finance Managers.	All management would be shared.	All management would be shared.
Operations	Same as today.	Same as today.	Same as today but with shared management oversight.	Service operations and maintenance would be consolidated.	Service operations and maintenance would be consolidated.
Finance	Same as today.	Shared Financial Manager would maintain two separate financial records but be responsible for equitably preparing grants and financial plans for both systems.	Shared Financial Manager would manage funds for both systems, collecting and redistributing funds proportionally.	Finances and administrative management would be consolidated.	Finances and administrative management would be consolidated.
Procurement	Same as today.	Shared Financial Manager would manage procurement for both systems. May identify joint savings though shared assets.	Shared Financial Manager would oversee consolidated procurement process.	Procurement process would be consolidated.	Procurement process would be consolidated.
Service Planning	Same as today.	Services can be assessed jointly to improve performance and offer opportunities to work together.	Services can be assessed jointly to improve performance and offer opportunities to work together.	Service planning would be consolidated.	Service planning would be consolidated.
Governance	Joint services committee that will meet quarterly to review areas of potential cooperation and cost savings.	Overall structure remains same as today except for shared manager.	City and University would continue to set operational standards for separate services, but all decisions would be filtered through shared management.	City and University would operate under an agreement to fund one consolidated agency. May be under City, University, or independent body.	City and University would operate under an agreement to fund one consolidated agency, appointing members to a board for decision-making.
Service Delivery	Could lead to some overlapping service being redistributed to better meet the needs of the community at large.	Could lead to some overlapping service being redistributed to better meet the needs of the community at large.	Could lead to some overlapping service being redistributed to better meet the needs of the community at large.	Consolidated service delivery. Unified branding, maps, scheduling, etc.	Consolidated service delivery. Unified branding, maps, scheduling, etc.
Savings Potential	Could lead to some savings through consolidation of fare technology and reduction in duplicate service.	Savings through potential consolidation of fare technology and service changes. Consolidated management salaries. Potential procurement savings.	Savings through potential consolidation of fare technology and service changes. Consolidated management salaries. Potential procurement, maintenance, and financial planning savings.	Large savings potential through service delivery, shared management, shared procurement, etc.	Large savings potential through service delivery, shared management, shared procurement, etc.

# Appendix

# Appendix A: Outcomes Action Tracker

An action tracker can be used by the City to lay out objectives and strategies for inclusion in its next RFP process, and the Mobility Transit Management subcommittee for decisionmaking to ensure the system lands on one of the defined service packages as its moved toward a merger.

Objective	Action Strategy	Output/Measure	Owner	Start Date for Action	End Date for Action	Issues and Actions
Objective 1						
Objective 2						
Objective 3						

# Appendix B: GTFS Implementation Benefits

During Phase 1 of the Bowling Green Transit Operational Efficiency & Management Analysis, WKU Topper Transit reached out to discuss the benefits of GTFS implementation. The following text is in response to those inquiries. While the language is specifically directed toward WKU Topper Transit, the benefits to GObg on implementation would be similar.

----- Email exchange regarding benefits of GTFS implementation in Bowling Green, KY below------

A good case study for Bowling Green is Iowa City, home of the University of Iowa. They have three local transit systems (one of which is the university transportation department) and all have GTFS feeds. Screenshots are included here, but I encouraged you to check it out for yourself in Google Maps on any browser. When I go to any city and am looking around in Google Maps at places to eat or where to go for my meetings, little blue bus icons show up in cities with GTFS feeds.



This isn't a layer I turned on, it's something everyone sees by default. When you click on those icons, it will show you the names of the routes stopping there, bus departure times, and most importantly (in my opinion) it gives a link to the website of the agency operating the service to obtain more information. I think that in itself is a great advertising tool.

The following images show how transit directions work in Google. If someone were to try getting driving or walking directions between two places, the bus icon in the top-left will light up if GTFS is available to show people that transit is an option. Also, the bus trip will show up right along with the potential driving or walking trips in the list of options Google Maps gives. Clicking on that icon at the top or on the bus trip shown, Google Maps will give you all sorts of information on bus options available between Point A and Point B, walking directions to the nearest stops, times available throughout the days, etc.





Also, it's important to understand that GTFS has become the global standard for transit information. Many students visiting from foreign countries should be just as likely to understand how to use this information and local students because transit agencies all over the world have been adopting this feed for over a decade now. Bowling Green already has one transit provider on GTFS (Greyhound) but unfortunately the stop is up near the Corvette Museum. Currently, students looking up transit directions from WKU to Nashville get told that there aren't options, but if you try to get directions from the Corvette Museum to Nashville, Greyhound shows up. If Topper Transit and GObg both had GTFS feeds, students would be shown transit trips from campus to Nashville, Lexington, and cities beyond should they happen to look up directions to any of those places.



Another feature of the open source, global nature of the GTFS feed is that the data can be seen by non-English speakers. With such a large international population in Bowling Green, this could go a long way in helping residents access the local system without you all having to worry about translating schedules to different languages. (Transit directions below are in Slovak)



Lastly, GTFS data can be used by 3rd party apps if riders don't want to use Google Maps (see image below for an example of an app made by students at the University of Illinois using the GTFS feed there).

UIUC Bus Tracker					
Illini Union					
[	Type the name of a stop	•			
Bus Name	Mins Left	ETA	Last Location		
5E Green Express	Arriving Now	9:42:29	Location		
22N Illini	Arriving Now	9:43:14	Location		
21 Raven Vet-Med	Arriving Now	9:43:23	Location		
5W GREENhopper I.T	. 1m	9:43:30	Location		
5W Green	2m	9:44:38	Location		
13N Silver	3m	9:45:48	Location		
15 Yellow	3m	9:45:50	Location		

The process of getting data onto a GTFS feed can be cumbersome, but once it's up and running the feed stays running and updating schedules in perpetuity is relatively easy.

# Appendix C: Title 49 Section 5333(B)

## NONUNION PROTECTIVE ARRANGEMENT

PURSUANT TO SECTION 5333(B) OF TITLE 49 OF THE U.S. CODE

October 17, 2014

The term "Grantee" refers to the applicant for assistance; a "Recipient" as used herein, shall refer to any entity receiving transportation assistance under the grant. A Recipient may also act as the Grantee. The term "project" shall be deemed to cover and refer to the activities funded under the grant.

These protective arrangements are intended for the benefit of transit employees in the service area of the project, who are considered as third-party beneficiaries to the employee protective arrangements incorporated by reference in the grant contract between the U.S. Department of Transportation and the Grantee, and the parties to the contract so signify by executing that contract. Transit employees are also third-party beneficiaries to the protective arrangements incorporated in subsequent contracts of assistance, pursuant to the Department's certification, between the Grantee and any Recipient. Employees may assert claims through their representative with respect to the protective arrangements under this provision. This clause creates no independent cause of action against the United States Government.

(1) The project shall be carried out in such a manner and upon such terms and conditions as will not adversely affect employees in the mass passenger transportation industry within the service area of the project. The "service area" as used herein, includes the geographic area over which the project is operated and the area whose population is served by the project, including adjacent areas affected by the project;

(2) All rights, privileges, and benefits (including collective bargaining rights and pension rights and benefits) of employees (including employees already retired) shall be preserved and continued. This Arrangement does not create any collective bargaining relationship where one does not already exist or between any Recipient and the employees of another employer;

(3) The Recipient shall be financially responsible for any deprivation of employment or other worsening of employment position as a result of the project;

(4) In the event an employee is terminated or laid off as a result of the project, he shall be granted priority of employment or reemployment to fill any vacant position for which he or she is, or by training or retraining can become, qualified. In the event training or retraining is required by such employment or reemployment, the Recipient shall provide or provide for such training or retraining at no cost to the employee;

(5) Any employee who is laid off or otherwise deprived of employment or placed in a worse position with respect to compensation, hours, working conditions, fringe benefits, or rights and privileges pertaining thereto at any time during his or her employment as a result of the project, including any program of efficiencies or economies directly or indirectly related thereto, shall be entitled to receive any applicable rights, privileges and benefits as specified in the employee protective arrangement certified by the Secretary of Labor under Section 405(b) of the Rail Passenger Service Act of 1970 on

April 16, 1971. An employee shall not be regarded as deprived of employment or placed in a worse position with respect to compensation, etc., in case of his or her resignation, death, retirement, dismissal for cause, or failure to work due to disability or discipline. The phrase "as a result of the project" as used herein shall include events occurring in anticipation of, during, and subsequent to the project;

(6) In the event any provision of these conditions is held to be invalid or otherwise unenforceable, the Recipient, the employees and/or their representatives may invoke the jurisdiction of the Secretary of Labor to determine substitute fair and equitable employee protective arrangements which shall be incorporated in these conditions;

(7) The Recipient agrees that any dispute, claim, or grievance arising from or relating to the interpretation, application or enforcement of these terms and conditions which cannot be settled by the parties thereto within thirty (30) days after the dispute or controversy arises, may be submitted at the written request of any party to the dispute to the Secretary of Labor who may appoint a staff member to serve as arbitrator and render a final and binding determination or may direct the parties to proceed to arbitration administered by the Federal Mediation and Conciliation Service, or a comparable private sector neutral arbitration organization. The arbitrator's award will be final and binding.

In the event of any dispute as to whether or not a particular employee was affected by the project, it shall be the employee's obligation to identify the project and specify the pertinent facts of the Project relied upon. It shall then be the burden of the Recipient to prove that factors other than the project affected the employee. The claiming employee shall prevail if it is established that the project had an effect upon the employee even if other factors may also have affected the employee (Hodgson's Affidavit in Civil Action No. 825-71);

(8) The Recipient shall maintain and keep on file all relevant books and records in sufficient detail as to provide the basic information necessary to the making of the decisions called for in the preceding paragraph;

(9) The Recipient will post, in a prominent and accessible place, a notice stating that the Recipient is a recipient of Federal assistance under the Federal Transit Act and has agreed to comply with the provisions of 49 U.S.C. § 5333(b). The notice shall specify the terms and conditions set forth herein for the protection of employees.
# Appendix D: Guidance on Transit Agency Creation in Kentucky

Kentucky's Department for Local Government (DLG) calls their municipal authorities "special purpose governmental entities" (as defined in 2013 HB1, KRS 65A). The Governor's Office for Local Development is the central state agency that deals with special districts, working with support from county clerks.

New Special Purpose Governmental Entities (SPGEs) can be created if a fiscal court reviews and approves their petition and "service plan," and get certified with a county clerk. SPGEs are then required to register annually with the DLG and pay a registration fee and are also required to submit annual financial disclosure forms.

SPGEs should be governed by a board, council, commission, committee, authority, or corporation with policy-making authority, as long as that body is separate from the state or local government where the SPGE operates. Some SPGEs can levy property taxes (on any property subject to county tax within the district) if they're registered as a "taxing district."

DLG has a web portal for SPGE forms here: <u>https://kydlgweb.ky.gov/entities/16\_SpgeHome.cfm</u>

Appendix E: Peer Financial Reporting Statement Example

## Washington County Transportation Authority Balance Sheet As of March 31, 2019

	Mar 31, 2019
ASSETS	
Current Assets	
Checking/Savings	
1105 · Checking	450,769.00
1107 · Client Reimbursement Account	1,446.12
1110 · Medical Reimbursement	2,967.29
1111 · Money Market	415,632.60
1112 · Passenger Fare	389,910.72
Total Checking/Savings	1,260,725.73
Accounts Receivable	4 000 000 05
	1,038,882.85
I otal Accounts Receivable	1,038,882.85
1450 Change Mechine	2 022 00
1400 · Undenosited Funds	2,033.00
Total Other Current Assets	2 316 15
Total Current Assets	2 301 924 73
Fixed Accests	2,001,024.70
1630 · Vehicle	3 765 486 53
1635 · Donated Vehicles	2 194 608 00
1640 · Capital Equip Misc	566 854 55
1645 · Donated Capital Lease	4 034 310 00
1700 · Accumulated Depreciation	(1.923.676.88)
1710 · Accumulated Depreciation-Donate	(1,578,655.04)
Total Fixed Assets	7.058.927.16
Other Assets	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
1800 · Prepaid Expenses	10,111.59
1850 · Security Deposits	105.93
Total Other Assets	10,217.52
TOTAL ASSETS	9,371,069.41
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 · Accounts Payable	851,927.45
Total Accounts Payable	851,927.45
Other Current Liabilities	
2100 · Payroll Liabilities	
2104 · FWT W/H	0.01
2107 · PA SUI	79.94
2108 · Local Tax Withheld	1,795.45
	184.00
Total 2100 · Payroll Liabilities	2,059.40
2155 · Unearned Revenue - Fixed Route	
2155.1 · Unearned Revenue - Pennuot	161 046 41
2155.2 · Unearned Revenue - Urban State	101,040.41
Total 2155.1 · Unearned Revenue - PennDot	1 218 096 18
Total 2155 : Unearned Revenue - Fixed Route	1,218,006,18
2160 · I Inearned Rey I Inresticted Local	17 308 99
2165 · Unearned Revenue Advertising	4 500.00
2300 · Accrued Pavroll	10 978 95
2310 · Accrued Payroll Taxes	754.51
Total Other Current Liabilities	1,253,698.03
Total Current Liabilities	2,105,625.48
Total Liabilities	2,105,625.48
Equity	-
3900 · Unrestricted Net Assets	227,695.05
3910 · Invested in Capital Assets, net	6,720,929.02
3920 · Restricted for Client Reimburse	5,535.69
3940 · Restricted for Vehicle Replace	127,750.74
Net Income	183,533.43
Total Equity	7,265,443.93
	9 371 069 41

#### Washington County Transportation Authority Check Register

	Туре	Date	Num	Name	Memo	Clr	Amount
1105 · Checking							
	Bill Pmt -Check	03/01/2019	12074	Tamara Dobbin	February,2019	$\checkmark$	(1,100.00)
	Bill Pmt Chack	03/01/2010	12075	Paier Automotive	Chevy Truck W/Plow PO 02272019	1	(45,602,12)
	Bill I lik -Check	03/01/2019	12075				(45,002.12)
	Bill Pmt -Check	03/01/2019	12076	Baierl Automotive	Chevy Truck w/ Air Compressor	N	(53,156.12)
	Bill Pmt -Check	03/05/2019	12077	A-Z Janitorial Services, LLC	Inv #287647	$\checkmark$	(104.40)
	Bill Pmt -Check	03/05/2019	12078	Cathedral Answering Service	Inv #190200226	$\checkmark$	(671.29)
	Bill Pmt -Check	03/05/2019	12079	Creative Printing & Graphics, Inc.	Inv #105		(225.00)
	Dill Dust Church	02/05/2010	12090	Piert Terreit	1/10 Junio	./	(184.040.65)
	Bill Pmt -Check	03/05/2019	12080	First Transit	1/19 Invoice	Ň	(184,049.65)
	Bill Pmt -Check	03/05/2019	12081	First Transit - Fixed Route	Jan19 invoice	V	(96,042.46)
	Bill Pmt -Check	03/05/2019	12082	Gombita, Sheila	Expense Reimbursement 2/2019	$\checkmark$	(184.56)
	Bill Pmt -Check	03/05/2019	12083	Lambdin, Alison*	Expense Reimbursement 2/2019	$\checkmark$	(50.00)
	Bill Pmt Chack	02/05/2010	12084	Mid Mon Valley Transit	1/10 invoice	1	(154.00)
	Bill I lik -Check	03/03/2019	12084		1/19 invoice		(154.00)
	Bill Pmt -Check	03/05/2019	12085	Observer Reporter	Acet #11475	N	(240.00)
	Bill Pmt -Check	03/05/2019	12086	Orkin	Inv #181664344	$\checkmark$	(67.76)
	Bill Pmt -Check	03/05/2019	12087	PA Dept of Labor & Industry - E	Inv #0596317	$\checkmark$	(211.55)
	Bill Pmt -Check	03/05/2019	12088	Pennsylvania American Water	1024220004897574	$\checkmark$	(411.64)
	Bill Pmt Chack	02/05/2010	12080	Quality Quick	Inv #60018	1	(165.75)
	BIII FIIIt -Check	03/03/2019	12089	Quanty Quick	IIIV #09918	· .	(105.75)
	Bill Pmt -Check	03/05/2019	12090	Ramsey, Ian	Expense Reimbursement 2/2019	V	(131.03)
	Bill Pmt -Check	03/05/2019	12091	SAFTI Workers Compensation Pool	4th qtr installment (4 of 4) 6/30/18 to 6/30/19		(592.00)
	Bill Pmt -Check	03/05/2019	12092	Sakalik, Alexandra	Expense Reimbursement 2/2019	$\checkmark$	(163.24)
	Bill Pmt -Check	03/05/2019	12093	Southwest PA Area Agency on Aging Inc	Inv #308-19	~	(195.00)
	Dill P of	03/05/2017	12075	sound west in the regency on reging the	III ( 1505-1)		(1)5.00)
	Bill Pmt -Check	03/05/2019	12094	SPRINT	Inv #792751027-203	N	(53.40)
	Bill Pmt -Check	03/05/2019	12095	Sullivan, Tammie	Expense Reimbursement 2/2019	$\checkmark$	(145.38)
	Bill Pmt -Check	03/05/2019	12096	SW PA Area Agency on Aging	1/19 invoice	$\checkmark$	(2,568.87)
	Bill Pmt -Check	03/05/2019	12097	Syncretic Software Inc	Inv #20888		(1.680.00)
		02/05/2010	12000		M. 1 2010		(1,000.00)
	Bill Pmt -Check	03/05/2019	12098	Tamara Dobbin	March,2019	N	(1,100.00)
	Bill Pmt -Check	03/05/2019	12099	The Spring House	Inv #18002	$\checkmark$	(150.00)
	Bill Pmt -Check	03/05/2019	12100	Timothy A. Fedele, Esq., L.L.C.	Inv 3-19	$\checkmark$	(800.00)
	Bill Pmt -Check	03/05/2019	12101	VERIZON, A	250773566000146	$\checkmark$	(493,59)
	Dill Dest. Choole	02/05/2010	12102	WEWLA	1001 1000 4	1	(10.00)
	BIII FIIIt -Check	03/03/2019	12102	WEWJA	1091.1000.4		(19.00)
	Bill Pmt -Check	03/05/2019	12103	WJPA		N	(844.00)
	Bill Pmt -Check	03/12/2019	12104	Access	Inv #7344966	$\checkmark$	(241.54)
	Bill Pmt -Check	03/12/2019	12105	Chris Bury Cement Contracting	Inv #2558		(575.00)
	Bill Pmt -Check	03/12/2019	12106	DOF Communications LLC	Inv #CI24366	1	(1,000,00)
	Dill P in Club	03/12/2019	12100		mv #C124500		(1,000.00)
	Bill Pmt -Check	03/12/2019	12107	Observer Publishing Company	Acct 14942	N	(1,015.28)
	Bill Pmt -Check	03/12/2019	12108	Precision Copy Products, Inc.	Inv #IN109559	$\checkmark$	(290.74)
	Bill Pmt -Check	03/12/2019	12109	Triconnex LP	Inv #3454	$\checkmark$	(367.00)
	Bill Pmt -Check	03/20/2019	12110	Chris Bury Cement Contracting	Inv #2587		(525.00)
	Dill But Charle	02/20/2010	12111	Com Francis LLC	L., #102105(2)	./	(8,850,05)
	Bill Pmt -Cneck	03/20/2019	12111	Coen Energy, LLC	Inv #102105626	N.	(8,859.95)
	Bill Pmt -Check	03/20/2019	12112	Comstar Technologies	Inv #1266889	V	(1,146.67)
	Bill Pmt -Check	03/20/2019	12113	Guardian Protection Services	Inv #51324914	$\checkmark$	(39.95)
	Bill Pmt -Check	03/20/2019	12114	РРТА			(1,275.00)
	Bill Pmt Chack	03/20/2010	12115	Precision Conv Products Inc	Inv #IN110211	1	(144.76)
	Bill I lik -Check	03/20/2019	12115	Treelsion Copy Troducts, Inc.	IIIV #11110211		(144.70)
	Bill Pmt -Check	03/20/2019	12116	Purchase Power	0070-1017-006	N	(503.50)
	Bill Pmt -Check	03/20/2019	12117	Rockland Consulting, LLC	Inv #1045		(1,500.00)
	Bill Pmt -Check	03/20/2019	12118	United Refining Company of PA	Inv #57976227	$\checkmark$	(20,687.28)
	Bill Pmt -Check	03/20/2019	12119	West Penn Power			(2 502 91)
	Dill But Charle	02/20/2010	12120	West Penk (Course University)	1		(15.1(0.92)
	Bill Pmt -Cneck	03/20/2019	12120	wex Bank (Sunoco Universal)	Inv #38089423	v	(15,100.82)
	Bill Pmt -Check	03/26/2019	12121	UPMC Health Plan	Group ID 100119800		(13,704.24)
	Bill Pmt -Check	03/26/2019	12122	A-Z Janitorial Services, LLC	Inv #287991		(148.04)
	Bill Pmt -Check	03/26/2019	12123	ADT Security Services	Inv #697073076		(156.27)
	Bill Post Chash	02/26/2010	12124	Bankcard Services	7278		(2 221 40)
	Dill D Check	03/20/2019	12124		1210		(2,321.40)
	Bill Pmt -Check	03/26/2019	12125	Columbia Gas of PA	168960990030005		(67.08)
	Bill Pmt -Check	03/26/2019	12126	Comcast	8993212670317232		(241.09)
	Bill Pmt -Check	03/26/2019	12127	Palermo/Kissinger & Associates, P.C.	Payroll Svcs 3/1/19, 3/15/19		(185.40)
	Bill Pmt -Check	03/26/2019	12128	VERIZON-L		V	(1 510 64)
	DUD CROCK	03/20/2019	12120	VERIZON A	150 1500 100001 (0	,	(1,510.04)
	Bill Pmt -Check	03/26/2019	12129	VERIZON, A	4504/2240000162		(151.15)
	Bill Pmt -Check	03/27/2019	12130	Guardian	Group ID 00394249		(1,599.58)
	Check	03/08/2019	EFT	Mutual of America		$\checkmark$	(895.00)
	Check	03/26/2019	EFT	Colonial Insurance		$\checkmark$	(204 78)
	Chaolt	02/22/2017	EET	Mutual of Amori-			(1.475.50)
	Спеск	03/22/2019	EF I	ivitidal of America		N,	(1,475.58)
	Check	03/22/2019	EFT	Mutual of America		V	(803.52)
	Check	03/22/2019	EFT	Mutual of America		$\checkmark$	(393.85)
	Check	03/22/2019	EFT	Mutual of America		$\checkmark$	(152.00)
	Check	03/01/2010	1016	Wash Federal	stop pay charge	1	(30.00)
	CILL	03/01/2019	FFT		sop pay enange		(30.00)
	Check	03/27/2019	EFT	Harland Clarke Chk Orders		N	(206.97)
	Transfer	03/14/2019			Funds Transfer	$\checkmark$	(2,512.32)
	Transfer	03/14/2019			Funds Transfer	$\checkmark$	(1,500.00)
	Transfer	03/18/2019			Funds Transfer		(1.000.00)
	Tunnet	02/07/2017			Evado Tromofor		(1,000.00)
	- ransfer	03/2//2019			runds Hallstei	N,	(1,000.00)
	Transfer	03/26/2019			Funds Transfer	V	(1,768.84)
	Transfer	03/31/2019			Funds Transfer		(2,000.00)
	Transfer	03/31/2019			Funds Transfer		200,000.00
Total 1105 · Checking						-	(281 234 96)
						-	(201,257.70)
					TOTAL:	_	(281,234.96)

		Total 1 Shared R	ide Fare Structure	
	Mar 19	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
5008 · Agency Income				
5008.1 · Agency Income - 65+	1,415.35	710.67	704.68	199.16%
5008.2 · Agency Income - 65 Under	7,260.80	7,147.33	113.47	101.59%
5009 · Passenger fare collected	0,070.15	7,000.00	010.15	110.4170
5009.1 · Passenger fare collected - 65+				
5009.12 · Passenger fare - 65+ Same Day	238.10 F 7 796 95	35.17 7 456 51	202.93	677.0% 104.57%
Total 5009.1 · Passenger fare collected - 65+	8 035 05	7 491 68	543.37	107.25%
5009.2 · Passenger fare collected - 65 U	0,000.00	1,101.00	010.01	101.2070
5009.21 · Passenger fare ADA service	0.00			
5009.25 · Passenger fare PWD	r 20.10	15.60	10 /1	170 10/
5009.20 Passenger fare PWD Same	6,708.55	6,641.84	66.71	101.0%
Total 5009.25 · Passenger fare PWD	6,736.65	6,657.53	79.12	101.19%
5009.28 · Passenger fare GP	1,093.50	858.64	234.86	127.35%
5009.5 · Passenger fare MMVTA ADA 5009.2 · Passenger fare collected - 65 U - O	0.00 t 0.00			
Total 5009.2 · Passenger fare collected - 65 U	7,830.15	7,516.17	313.98	104.18%
Total 5009 · Passenger fare collected	15,865.20	15,007.85	857.35	105.71%
5010 · Passenger Fare - Fixed Route				
5010.5 · Organization Paid Fares 5010 · Passenger Fare - Fixed Route - Other	0.00			
Total 5010 · Passenger Fare - Fixed Route	0.00			
5011 · Sponsorship Income	0.00			
5011.1 · Sponsorship Income - 65+				
5011.12 · Sponsorship Income - 65+ AAA	11,695.25	10,623.29	1,071.96	110.09%
5011.1 · Sponsorship Income - 65+ ALP	2,706.25	2,103.11	2.04	100.09%
Total 5011.1 · Sponsorship Income - 65+	14,401.50	13,327.00	1,074.50	108.06%
5011.2 Sponsorship Income - 65 Under	1,604.50	1,741.22	(136.72)	92.15%
Total 5011 · Sponsorship Income	16,006.00	15,068.22	937.78	106.22%
5020 · Contract Revenues 5023 · Lottery (Seniors)				
5023.1 · Lottery Same Day	614.20	94.92	519.28	647.07%
5023 · Lottery (Seniors) - Other	132,113.70	118,456.74	13,656.96	111.53%
Total 5023 · Lottery (Seniors)	132,727.90	118,551.66	14,176.24	111.96%
5024 · MATP 5025 · MATP - Client Reimbursement	195,758.78 0.00	192,872.68	2,886.10	101.5%
5026 · PWD	0.00			
5026.1 · PWD Same Day	74.70	43.68	31.02	171.02%
5026 · PWD - Other	37,757.65	36,642.55	1,115.10	103.04%
Total 5026 · PWD	37,832.35	36,686.23	1,146.12	103.12%
5029 · MATP - Admin.	0.00			
Total 5020 · Contract Revenues	366,319.03	348,110.57	18,208.46	105.23%
5039 · MH/MR	7,220.50	10,081.89	(2,861.39)	71.62%
5043 · Fixed Route - PennDot	0.00	11,593.12	(11,593.12)	0.0%
5045 · ADA Service 5066 · Miscellaneous Funding	0.00			
5085 · Advertising Revenue	0.00	754.48	(754.48)	0.0%
Total Income	414,086.88	408,474.13	5,612.75	101.37%
Expense 6020 - Purchase of Service				
6022 · TCA	116.684 89	118.584 34	(1.899.45)	98.4%
6024 · First Transit	197,023.92	184,974.02	12,049.90	106.51%
6027 · Aging	2,287.35	2,432.02	(144.67)	94.05%
6030 · MATP - Client Reimbursement	0.00			
6031 · Other MATP 6033 · Fuel	0.00 36 405 12	45 358 77	(8 953 65)	80 26%
Total 6020 · Purchase of Service	352.401.28	351.349.15	1.052.13	100.3%
6050 · Administrative Expenses	,	,	,	
6075 · Telephone	3,161.46	3,338.52	(177.06)	94.7%
6082 · Gross Wages	29,219.70	27,027.25	2,192.45	108.11%
6550 · Pavroll Taxes	920.47 2.212.29	2.264.58	( <u>52.29</u> )	24.33% 97.69%
6570 · Benefits-Company Paid	14,143.40	9,708.03	4,435.37	145.69%
6592 · Travel & Meetings	1,799.14	947.68	851.46	189.85%
6720 · Insurance	1,484.01	1,223.77	260.24	121.27%
6764 · Postage	372 00	241 16	131.83	154 67%
6765.1 · Utilities	272.79	1,429.64	(1,156.85)	19.08%
6765.2 · Facility Maintenance/ Security	1,343.62	2,507.40	(1,163.78)	53.59%
6767 · Dues & Subscriptions	0.00	360.03	(360.03)	0.0%
6769 · Miscellaneous	2,106.04	1,944.16	161.88	108.33%
6772 · Office Supplies	0.00	42.78 440.36	(4∠.78) 560.30	0.0% 227 24%
6760 · Other Operating Expenses - Other	0.00			/0
Total 6760 Other Operating Expenses	5,096.10	6,965.53	(1,869.43)	73.16%
6762 · Advertising	195.00	401.52	(206.52)	48.57%
oozo · Protessional Services Total 6050 · Administrative Expenses	59,317.44	2,215.07	(1,137.20)	48.66%
Total Expense	411,718.72	409,257.06	2,461.66	100.6%
Net Ordinary Income	2,368.16	(782.93)	3,151.09	(302.47%)
Other Income/Expense		-		
Other Income	F 705 07	700.00	4 0 4 0 0 1	704 050/
5050 · Interest Income	5,725.97 0 00	782.93 32 187 50	4,943.04 (32 187 50)	731.35% 0.0%
5071 · Gain (Loss) on Vehicle Disposal	0.00	1,456.48	(1,456.48)	0.0%
Total Other Income	5,725.97	34,426.91	(28,700.94)	16.63%
Other Expense	0.00	004.00	(004.00)	0.00/
oosu · bad Debt Expense Total Other Expense	0.00	231.66	(231.66)	0.0%
Net Other Income	5,725.97	34,195.25	(28,469.28)	16.75%
ncome	8,094.13	33,412.32	(25,318.19)	24.23%

	T	otal 2Non Share	d Ride Fare Struc	ture
Ordinary Income/Expense	Mar 19	Budget		% of Budgel
Income				
5008 · Agency Income - 65+	0.00	23 20	(23.20)	0.0%
5008.2 · Agency Income - 65 Under	0.00		(20.20)	
Total 5008 · Agency Income	0.00	23.29	(23.29)	0.0%
5009 · Passenger fare collected - 65+				
5009.12 · Passenger fare - 65+ Same Day	0.00			
Total 5009.1 · Passenger fare collected - 65+ - Otr	0.00			
5009.2 · Passenger fare collected - 65 U	0.00			
5009.21 · Passenger fare ADA service	3,016.65	3,084.59	(67.94)	97.8%
5009.25 · Passenger fare -PWD Same [	0.00			
5009.25 · Passenger fare PWD - Other	0.00			
Total 5009.25 · Passenger fare PWD 5009.28 · Passenger fare GP	0.00			
5009.5 · Passenger fare MMVTA ADA	28.00	166.17	(138.17)	16.85%
5009.2 · Passenger fare collected - 65 U - Ot Total 5009.2 · Passenger fare collected - 65 U	0.00	0.00	0.00	0.0% 93.66%
Total 5009 · Passenger fare collected	3,044.65	3,250.76	(206.11)	93.66%
5010 · Passenger Fare - Fixed Route				
5010.5 · Organization Paid Fares 5010 · Passenger Fare - Fixed Route - Other	0.00 0.00			
Total 5010 · Passenger Fare - Fixed Route	0.00			
5011 · Sponsorship Income				
5011.1 · Sponsorship Income - 65+ AAA 5011.12 · Sponsorship Income - 65+ AAA	0.00			
5011.14 · Sponsorship Income - 65+ MATP	0.00			
5011.1 · Sponsorship Income - 65+ - Other	0.00	0.00	0.00	0.0%
5011.2 · Sponsorship Income - 65 Under	32.00	0.00	0.00	0.0%
Total 5011 · Sponsorship Income	32.00	0.00	32.00	100.0%
5020 · Contract Revenues				
5023.1 · Lottery Same Day	0.00			
5023 · Lottery (Seniors) - Other	0.00			
Total 5023 · Lottery (Seniors)	0.00 2.059.29	3 370 58	(1 311 29)	61 1%
5025 · MATP - Client Reimbursement	4,545.88	6,600.72	(2,054.84)	68.87%
5026 · PWD				
5026.1 · PWD Same Day 5026 · PWD - Other	0.00 0.00			
Total 5026 · PWD	0.00			
5027 · VETS/HSDF 5029 · MATE - Admin	2,400.00	2,400.00	0.00	100.0% 86.48%
Total 5020 · Contract Revenues	15,699.26	20,111.72	(4,412.46)	78.06%
5039 · MH/MR	0.00			
5043 · Fixed Route - PennDot	0.00 20 925 68	23 199 35	(2 273 67)	90.2%
5066 · Miscellaneous Funding	1,500.00	20,100.00	(2,210.01)	50.270
5085 · Advertising Revenue	0.00	40 505 40	(5.000.50)	00.440/
Expense	41,201.59	40,303.12	(5,363.53)	00.44%
6020 · Purchase of Service				
6022 · TCA 6024 · Eiret Transit	8,188.63 12,887,86	12,791.81	(4,603.18) 4 281 48	64.02% 149.75%
6027 · Aging	0.00	0,000.00	4,201.40	143.7370
6030 · MATP - Client Reimbursement	4,545.88	6,600.72	(2,054.84)	68.87%
6031 · Other MATP 6033 · Fuel	128.00 2.837.22	1,025.28 3.799.08	(897.28) (961.86)	12.48% 74.68%
Total 6020 · Purchase of Service	28,587.59	32,823.27	(4,235.68)	87.1%
6050 · Administrative Expenses			(00.54)	05 750
6075 · Telephone 6082 · Gross Wages	686.60 5 183 18	717.11 5 499 93	(30.51) (316.75)	95.75% 94 24%
6083 · Paid Absence	87.32	729.81	(642.49)	11.97%
6550 · Payroll Taxes	389.15	475.78	(86.63)	81.79%
6592 · Travel & Meetings	2,079.22	303.55	426.30 (124.98)	58.83%
6720 · Insurance	554.91	477.16	77.75	116.29%
6760 · Other Operating Expenses	100.47	04.02	45 44	140.000/
6765.1 · Utilities	139.47	94.03 557.44	45.44 (455.44)	148.33%
6765.2 · Facility Maintenance/ Security	502.40	977.65	(475.25)	51.39%
6767 · Dues & Subscriptions	0.00	169.62	(169.62)	0.0%
6771 · Printing	0.00	13.75	(13.75)	0.0%
6772 · Office Supplies	374.18	144.83	229.35	258.36%
6760 · Other Operating Expenses - Other	(60.00)	2 741 49	(825.02)	60 51%
6762 · Advertising	0.00	76.30	(76.30)	0.0%
6825 · Professional Services	1,903.04	863.75	1,039.29	220.32%
Total Expense	41,555.13	46,361.06	(570.25) (4,805.93)	95.79% 89.63%
Net Ordinary Income	(353.54)	224.06	(577.60)	(157.79%)
Other Income/Expense			·	
Other Income 5050 · Interest Income	0 00			
5067 · Capital Grant Income	0.00			
5071 · Gain (Loss) on Vehicle Disposal	0.00			
Other Expense	0.00			
6830 · Bad Debt Expense	0.00			
i otal Uther Expense Net Other Income	0.00			
Income	(353.54)	224.06	(577.60)	(157.79%)

		Total 9 F	ixed Route	
Ordinan / Income / Funence	Mar 19	Budget	\$ Over Budget	% of Budget
Income				
5008 · Agency Income				
5008.1 · Agency Income - 65+	0.00			
Total 5008 · Agency Income	0.00			
5009 · Passenger fare collected	0.00			
5009.1 · Passenger fare collected - 65+				
5009.12 · Passenger fare - 65+ Same Day 5009.1 · Passenger fare collected - 65+ - Oth	0.00			
Total 5009.1 · Passenger fare collected - 65+	0.00			
5009.2 · Passenger fare collected - 65 U				
5009.21 · Passenger fare ADA service	0.00			
5009.25 · Passenger fare PWD 5009.26 · Passenger fare -PWD Same [	0.00			
5009.25 · Passenger fare PWD - Other	0.00			
Total 5009.25 · Passenger fare PWD	0.00			
5009.28 · Passenger fare GP	0.00			
5009.2 · Passenger fare collected - 65 U - Ot	0.00			
Total 5009.2 · Passenger fare collected - 65 U	0.00			
Total 5009 · Passenger fare collected	0.00			
5010 · Passenger Fare - Fixed Route	100.00	785 55	(685.55)	10 73%
5010 · Passenger Fare - Fixed Route - Other	16,980.77	11,646.48	5,334.29	145.8%
Total 5010 · Passenger Fare - Fixed Route	17,080.77	12,432.03	4,648.74	137.39%
5011 · Sponsorship Income				
5011.1 · Sponsorship Income - 65+ 5011.12 · Sponsorship Income - 65+ ΔΔΔ	0.00			
5011.14 · Sponsorship Income - 65+ MATP	0.00			
5011.1 · Sponsorship Income - 65+ - Other	0.00			
Total 5011.1 · Sponsorship Income - 65+	0.00			
Total 5011 · Sponsorship Income	0.00			
5020 · Contract Revenues	0.00			
5023 · Lottery (Seniors)				
5023.1 · Lottery Same Day 5023 · Lottery (Seniors) - Other	0.00			
Total 5023 · Lottery (Seniors)	0.00			
5024 · MATP	0.00			
5025 · MATP - Client Reimbursement	0.00			
5026 · PWD	0.00			
5026 · PWD - Other	0.00			
Total 5026 · PWD	0.00			
5027 · VETS/HSDF	0.00			
5029 · MATP - Admin. Total 5020 · Contract Revenues	0.00			
5039 · MH/MR	0.00			
5043 · Fixed Route - PennDot	121,552.65	117,901.75	3,650.90	103.1%
5045 · ADA Service	0.00			
5065 · Miscellaneous Funding	(7.150.00)	1.460.50	(8.610.50)	(489.56%)
Total Income	131,483.42	131,794.28	(310.86)	99.76%
Expense				
6020 · Purchase of Service	0.00			
6022 · First Transit	92,222.96	92,495.73	(272.77)	99.71%
6027 · Aging	0.00	,	( )	
6030 · MATP - Client Reimbursement	0.00			
6031 · Other MATP 6033 · Fuel	0.00 12 281 83	13 164 49	(882.66)	93.3%
Total 6020 · Purchase of Service	104,504.79	105,660.22	(1,155.43)	98.91%
6050 · Administrative Expenses				
6075 · Telephone	1,037.20	890.42	146.78	116.48%
6083 · Paid Absence	249.80	10,654.18	2,829.28	23.37%
6550 · Payroll Taxes	1,029.17	811.97	217.20	126.75%
6570 · Benefits-Company Paid	2,490.77	1,977.91	512.86	125.93%
6592 · Travel & Meetings	1,217.62	603.60	614.02	201.73%
6760 · Other Operating Expenses	094.59	521.10	100.83	131.01%
6764 · Postage	174.58	116.47	58.11	149.89%
6765.1 · Utilities	127.68	616.54	(488.86)	20.71%
6765.2 · Facility Maintenance/ Security	628.87	1,349.02	(720.15)	46.62%
6769 · Miscellaneous	0.00 1 944 53	3 806 03	(155.26)	0.0%
6771 · Printing	0.00	885.54	(885.54)	0.0%
6772 · Office Supplies	528.09	210.64	317.45	250.71%
6760 · Other Operating Expenses - Other	(52.50)	7 400 50	(0.700.05)	40.0404
i otai 6760 · Otner Operating Expenses 6762 · Advertising	3,351.25 1 861 28	7,139.50 1,504.76	(3,788.25)	46.94% 123.60%
6825 · Professional Services	1,554.49	955.26	599.23	162.73%
Total 6050 · Administrative Expenses	26,969.63	26,134.05	835.58	103.2%
I otal Expense	131,474.42	131,794.27	(319.85)	99.76%
Net Ordinary Income Other Income/Expense	9.00	0.01	8.99	90,000.0%
Other Income				
5050 · Interest Income	(3,878.51)			
5067 · Capital Grant Income	0.00	98,348.86	(98,348.86)	0.0%
ວບ7 i · Gain (Loss) on Venicie Disposal Total Other Income	U.UU (3.878.51)	08 348 86	(102 222 27)	(3 0/0/)
Other Expense	(0,070.01)	50,040.00	(102,221.31)	(0.3470)
6830 · Bad Debt Expense	0.00			
I otal Other Expense	0.00	08 348 05	(100 007 07)	(3 010/)
Income	(3,869.51)	98,348.87	(102,218.38)	(3.94%)
			, , , , , , , , , , , , , , , , , , , ,	

Net

		тс	DTAL	
	Mar 19	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
5008 · Agency Income	1 115 25	722.06	691 20	102 940/
5008.2 · Agency Income - 65 Under	7.260.80	7.147.33	113.47	101.59%
Total 5008 · Agency Income	8,676.15	7,881.29	794.86	110.09%
5009 · Passenger fare collected				
5009.1 · Passenger fare collected - 65+				
5009.12 · Passenger fare - 65+ Same Day	238.10	35.17	202.93	677.0%
5009.1 · Passenger fare collected - 65+ - Otr	7,796.95	7,456.51	340.44	104.57%
I otal 5009.1 · Passenger fare collected - 65+	8,035.05	7,491.68	543.37	107.25%
5009.21 Passenger fare ADA sonvice	3 016 65	3 084 50	(67.04)	07.8%
5009.21 Passenger fare PWD	3,010.05	3,004.39	(07.94)	97.070
5009.26 · Passenger fare -PWD Same [	28.10	15.69	12.41	179.1%
5009.25 · Passenger fare PWD - Other	6,708.55	6,641.84	66.71	101.0%
Total 5009.25 · Passenger fare PWD	6,736.65	6,657.53	79.12	101.19%
5009.28 · Passenger fare GP	1,093.50	858.64	234.86	127.35%
5009.5 · Passenger fare MMVTA ADA	28.00	166.17	(138.17)	16.85%
5009.2 · Passenger fare collected - 65 U - Ot	0.00	0.00	0.00	0.0%
I otal 5009.2 · Passenger fare collected - 65 U	10,874.80	10,766.93	107.87	101.0%
Total 5009 · Passenger fare collected	18,909.85	18,258.61	651.24	103.57%
5010 · Passenger Fare - Fixed Route	400.00	705 55	(005 55)	40 700/
5010 · Organization Paid Fares	100.00	785.55 11 646 48	(085.55) 5 334 29	12.73%
Total 5010 - Passenger Fare - Fixed Route	17,080,77	12 / 32 03	1 648 74	137 30%
5011 · Sponsorship Income	17,000.77	12,432.03	4,040.74	137.3970
5011 1 · Sponsorship Income - 65+				
5011.12 · Sponsorship Income - 65+ AAA	11.695.25	10.623.29	1.071.96	110.09%
5011.14 · Sponsorship Income - 65+ MATP	2,706.25	2,703.71	2.54	100.09%
5011.1 · Sponsorship Income - 65+ - Other	0.00	0.00	0.00	0.0%
Total 5011.1 · Sponsorship Income - 65+	14,401.50	13,327.00	1,074.50	108.06%
5011.2 Sponsorship Income - 65 Under	1,636.50	1,741.22	(104.72)	93.99%
Total 5011 · Sponsorship Income	16,038.00	15,068.22	969.78	106.44%
5020 · Contract Revenues				
5023 · Lottery (Seniors)			- /	
5023.1 · Lottery Same Day	614.20	94.92	519.28	647.07%
5023 · Lottery (Semiors) - Other	132,113.70	110,430.74	13,000.90	111.53%
FO24 MATE	132,727.90	118,551.00	14,176.24	111.96%
5024 · MATE - Client Reimbursement	197,010.07	6 600 72	(2 054 84)	68.87%
5026 · PWD	4,040.00	0,000.72	(2,004.04)	00.0770
5026 1 · PWD Same Day	74 70	43 68	31 02	171 02%
5026 · PWD - Other	37,757.65	36,642.55	1,115.10	103.04%
Total 5026 · PWD	37,832.35	36,686.23	1,146.12	103.12%
5027 · VETS/HSDF	2,400.00	2,400.00	0.00	100.0%
5029 · MATP - Admin.	6,694.09	7,740.42	(1,046.33)	86.48%
Total 5020 · Contract Revenues	382,018.29	368,222.29	13,796.00	103.75%
5039 · MH/MR	7,220.50	10,081.89	(2,861.39)	71.62%
5043 · Fixed Route - PennDot	121,552.65	129,494.87	(7,942.22)	93.87%
5045 · ADA Service	20,925.68	23,199.35	(2,273.67)	90.2%
5066 · Miscellaneous Funding	1,500.00	0.00	1,500.00	100.0%
Tatel Income	(7,150.00)	2,214.90	(9,304.96)	(322.6%)
Expense	500,771.09	560,653.55	(01.04)	99.99%
6020 · Purchase of Service				
6022 · TCA	124.873.52	131.376.15	(6.502.63)	95.05%
6024 · First Transit	302.134.74	286.076.13	16.058.61	105.61%
6027 · Aging	2,287.35	2,432.02	(144.67)	94.05%
6030 · MATP - Client Reimbursement	4,545.88	6,600.72	(2,054.84)	68.87%
6031 · Other MATP	128.00	1,025.28	(897.28)	12.48%
6033 · Fuel	51,524.17	62,322.34	(10,798.17)	82.67%
Total 6020 · Purchase of Service	485,493.66	489,832.64	(4,338.98)	99.11%
6050 · Administrative Expenses	1 005	1010	/22	00
6075 · Telephone	4,885.26	4,946.05	(60.79)	98.77%
0002 · GIUSS Wayes	41,000.34	43,101.30	4,104.98 (1 212 07)	110.9%
6550 - Parcell Taxos	1,200.09	3,014.40	(4,340.07)	22.04%
6570 · Benefits-Company Paid	18 713 39	13 338 86	5 374 53	140 29%
6592 · Travel & Meetings	3 195 33	1 854 83	1 340 50	172 27%
6720 · Insurance	2.733.51	2.228.69	504.82	122.65%
6760 · Other Operating Expenses	_,	_,		
6764 · Postage	687.04	451.66	235.38	152.11%
6765.1 · Utilities	502.47	2,603.62	(2,101.15)	19.3%
6765.2 · Facility Maintenance/ Security	2,474.89	4,834.07	(2,359.18)	51.2%
6767 · Dues & Subscriptions	0.00	684.91	(684.91)	0.0%
6769 · Miscellaneous	4,898.07	6,534.35	(1,636.28)	74.96%
6771 · Printing	0.00	942.07	(942.07)	0.0%
6772 · Office Supplies	1,902.93	795.83	1,107.10	239.11%
6760 · Other Operating Expenses - Other	(112.50)	0.00	(112.50)	100.0%
Total 6760 · Other Operating Expenses	10,352.90	16,846.51	(6,493.61)	61.45%
0702 · Auveriising 6825 · Professional Services	2,000.28 2 535 10	1,982.58 4 034 08	73.70 501 32	103.72%
Total 6050 · Administrative Expenses	99 254 61	97 579 75	1 674 86	101 72%
Total Expense	584.748.27	587.412.39	(2.664.12)	99.55%
Net Ordinary Income	2.023.62	(558 86)	2.582 48	(362 1%)
Other Income/Expense	2,020.02	(000.00)	2,002.40	(002.1/0)
Other Income				
5050 · Interest Income	1,847.46	782.93	1,064.53	235.97%
5067 · Capital Grant Income	0.00	130,536.36	(130,536.36)	0.0%
5071 · Gain (Loss) on Vehicle Disposal	0.00	1,456.48	(1,456.48)	0.0%
Total Other Income	1,847.46	132,775.77	(130,928.31)	1.39%
Other Expense	-			
6830 · Bad Debt Expense	0.00	231.66	(231.66)	0.0%
I otal Other Expense	0.00	231.66	(231.66)	0.0%
	1,047.40	102,044.11	(130,090.05)	1.39%
	3,071.08	131,905.25	(120,114.17)	2.93%

		Total 1 Shared Ric	le Fare Structure	
Ordinany Incomo/Expanse	Jul '18 - Mar 19	Budget	\$ Over Budget	% of Budget
Income				
5008 · Agency Income				
5008.1 · Agency Income - 65+	9,954.95	6,396.06	3,558.89	155.64%
Total 5008 · Agency Income	74 993 25	70 722 07	4 271 18	106.04%
5009 · Passenger fare collected	74,000.20	10,122.01	4,271.10	100.0470
5009.1 · Passenger fare collected - 65+				
5009.12 · Passenger fare - 65+ Same Day	1,697.30	316.49	1,380.81	536.29%
5009.1 · Passenger fare collected - 65+ - Oth	70,102.10	67,108.56	2,993.54	104.46%
1 otal 5009.1 · Passenger fare collected - 65+	71,799.40	67,425.05	4,374.35	106.49%
5009.21 · Passenger fare ADA service	0.00			
5009.25 · Passenger fare PWD	0.00			
5009.26 · Passenger fare -PWD Same I	189.10	141.26	47.84	133.87%
5009.25 · Passenger fare PWD - Other	55,348.75	59,776.59	(4,427.84)	92.59%
Total 5009.25 · Passenger fare PWD	55,537.85	59,917.85	(4,380.00)	92.69%
5009.5 · Passenger fare MMVTA ADA	4,634.50	1,121.12	(2,093.22)	02.30%
5009.2 · Passenger fare collected - 65 U - O	t 0.00			
Total 5009.2 · Passenger fare collected - 65 U	60,372.35	67,645.57	(7,273.22)	89.25%
Total 5009 · Passenger fare collected	132,171.75	135,070.62	(2,898.87)	97.85%
5010 · Passenger Fare - Fixed Route	0.00			
5010.5 · Organization Paid Fares	0.00			
Total 5010 : Passenger Fare - Fixed Route	0.00			
5011 · Sponsorship Income	0.00			
5011.1 Sponsorship Income - 65+				
5011.12 · Sponsorship Income - 65+ AAA	104,587.45	95,609.60	8,977.85	109.39%
5011.14 · Sponsorship Income - 65+ MATP	21,606.95	24,333.34	(2,726.39)	88.8%
Total 5011.1 · Sponsorship Income - 65+	126 194 40	110 0/2 0/	6 251 46	105 21%
5011.2 · Sponsorship Income - 65 Under	24.185.50	15.671.04	8.514.46	154.33%
Total 5011 · Sponsorship Income	150,379.90	135,613.98	14,765.92	110.89%
5020 · Contract Revenues				
5023 · Lottery (Seniors)				
5023.1 · Lottery Same Day	4,498.35	854.24	3,644.11	526.59%
Total 5023 · Lottery (Seniors)	1,150,277.55	1,000,110.05	90,100.90	108.40%
5024 · MATP	1,699,101.37	1,735,854,10	(36,752,73)	97.88%
5025 · MATP - Client Reimbursement	0.00	.,	(	
5026 · PWD				
5026.1 · PWD Same Day	524.45	393.13	131.32	133.4%
5026 · PWD - Other	308,868.35	329,782.92	(20,914.57)	93.66%
	309,392.80	330,176.05	(20,783.25)	93.71%
5029 · MATP - Admin.	0.00			
Total 5020 · Contract Revenues	3,169,270.07	3,132,995.04	36,275.03	101.16%
5039 · MH/MR	74,218.50	90,737.04	(16,518.54)	81.8%
5042 · Fixed Route - Local Share	0.00			
5043 · Fixed Route - PennDot				
5043.1 · Fixed Route - PennDOT 1513	0.00			
5043 · Fixed Route - PennDot - Other	0.00	104.338.08	(104.338.08)	0.0%
Total 5043 · Fixed Route - PennDot	0.00	104.338.08	(104,338,08)	0.0%
5045 · ADA Service	0.00	. ,	( - ,,	
5066 · Miscellaneous Funding	6,507.27			
5085 · Advertising Revenue	1,000.00	6,790.36	(5,790.36)	14.73%
Total Income	3,608,540.74	3,676,267.19	(67,726.45)	98.16%
6020 · Purchase of Service				
6022 · TCA	1,014,519.18	1,067,259.06	(52,739.88)	95.06%
6024 · First Transit	1,676,851.99	1,664,766.16	12,085.83	100.73%
6027 · Aging	21,694.64	21,888.18	(193.54)	99.12%
6030 · MATP - Client Reimbursement	0.00			
6031 · Other MATP 6033 · Fuel	0.00	408 228 91	(46 516 36)	88 61%
Total 6020 · Purchase of Service	3.074.778.36	3,162,142,31	(87,363,95)	97.24%
6050 · Administrative Expenses	-,	-,,	(,)	
6075 · Telephone	33,635.48	30,046.69	3,588.79	111.94%
6082 · Gross Wages	224,652.74	243,245.20	(18,592.46)	92.36%
6083 · Paid Absence	32,404.39	34,343.59	(1,939.20)	94.35%
6570 · Payroll Laxes	20,630.15	20,381.19	248.96	101.22%
6592 · Travel & Meetings	8 440 11	8 529 14	(89.03)	98 96%
6720 · Insurance	13,356.11	11,013.95	2,342.16	121.27%
6760 · Other Operating Expenses				
6764 · Postage	2,592.19	2,170.48	421.71	119.43%
6765 · Utilities & Building	0.00	0.00	0.00	0.0%
6765.2 · Eacility Maintonance/ Security	12,108.21	12,866.79	(758.58) (6.854.44)	94.1%
6767 · Dues & Subscriptions	2 033 72	3 240 28	(0,854.44)	62 76%
6769 · Miscellaneous	19.838.02	17,497,44	2.340.58	113.38%
6771 · Printing	1,344.29	385.08	959.21	349.09%
6772 · Office Supplies	3,878.05	3,963.24	(85.19)	97.85%
6773 · Vehicle	15.00			
6760 · Other Operating Expenses - Other	0.00	00.000.01	(5, 100, 07)	04 70%
I otal 6760 · Other Operating Expenses	57,521.64 1521.67	62,689.91	(5,168.27)	91.76%
6825 · Professional Services	4,524.07	19,935.63	2,107.51	110.57%
Total 6050 · Administrative Expenses	517,073.56	521,171.30	(4,097.74)	99.21%
Total Expense	3,591,851.92	3,683,313.61	(91,461.69)	97.52%
Net Ordinary Income	16,688.82	(7,046.42)	23,735.24	(236.84%)
Other Income/Expense				
Other Income	47 400 07	7 040 07	10 /17 00	047 0494
5067 · Capital Grant Income	17,463.37 141 785 00	1,046.31 280 687 50	10,417.00	241.84% 18 01%
5071 · Gain (Loss) on Vehicle Disposal	0.00	13,108.32	(13,108.32)	0.0%
Total Other Income	159,248.37	309,842.19	(150,593.82)	51.4%
Other Expense	.,	.,	, .,,	
6830 Bad Debt Expense	0.00	2,084.94	(2,084.94)	0.0%
6900 · Depreciation Expense 6901 · Depreciation Expense - Depated	0.00	0.00	0.00	0.0%
Total Other Expense	0.00	2.084 94	(2.084.94)	0.0%
Net Other Income	159,248.37	307,757.25	(148,508.88)	51.75%
Income	175,937.19	300,710.83	(124,773.64)	58.51%

Net

	To	tal 2Non Shared F	Ride Fare Structure	
Ordinary Income/Expense	Jul 18 - Mar 19	Budget	\$ Over Budget	% of Budget
Income				
5008 · Agency Income	727 28	209.66	517 62	346 89%
5008.2 · Agency Income - 65 Under	0.00	200.00	517.02	040.0070
Total 5008 · Agency Income	727.28	209.66	517.62	346.89%
5009 · Passenger fare collected				
5009.12 · Passenger fare - 65+ Same Day	0.00			
5009.1 · Passenger fare collected - 65+ - Oth	0.00			
Total 5009.1 · Passenger fare collected - 65+	0.00			
5009.21 · Passenger fare ADA service	25,051.20	27,761.32	(2,710.12)	90.24%
5009.25 · Passenger fare PWD	-,	,		
5009.26 · Passenger fare -PWD Same [	0.00			
Total 5009.25 · Passenger fare PWD - Other	0.00			
5009.28 · Passenger fare GP	0.00			
5009.5 · Passenger fare MMVTA ADA	672.00	1,495.57	(823.57)	44.93%
5009.2 · Passenger fare collected - 65 U - Ot	0.00	0.00	0.00	0.0%
Total 5009 · Passenger fare collected	25,723.20	29,256.89	(3,533.69)	87.92%
5010 · Passenger Fare - Fixed Route				
5010.5 · Organization Paid Fares	0.00			
Total 5010 · Passenger Fare - Fixed Route	0.00			
5011 · Sponsorship Income	0.00			
5011.1 Sponsorship Income - 65+				
5011.12 · Sponsorship Income - 65+ AAA	0.00			
5011.14 · Sponsorship Income - 65+ MATP 5011.1 · Sponsorship Income - 65+ - Other	0.00	0.00	0.00	0.0%
Total 5011.1 · Sponsorship Income - 65+	0.00	0.00	0.00	0.0%
5011.2 Sponsorship Income - 65 Under	806.36			
Total 5011 · Sponsorship Income	806.36	0.00	806.36	100.0%
5020 · Contract Revenues				
5023.1 · Lottery Same Day	0.00			
5023 · Lottery (Seniors) - Other	0.00			
Total 5023 · Lottery (Seniors)	0.00	20 225 40	(44.042.00)	co co%
5025 · MATP - Client Reimbursement	44 092 62	30,335.19 59 406 52	(11,943.28)	60.63% 74.22%
5026 · PWD	11,002.02	00,400.02	(10,010.00)	14.2270
5026.1 · PWD Same Day	0.00			
5026 · PWD - Other	0.00			
5027 · VETS/HSDE	21 600 00	21 600 00	0.00	100.0%
5029 · MATP - Admin.	64,987.52	69,663.75	(4,676.23)	93.29%
Total 5020 · Contract Revenues	149,072.05	181,005.46	(31,933.41)	82.36%
5039 · MH/MR 5042 · Eixed Boute - Legal Share	0.00			
5043 · Fixed Route - PennDot	0.00			
5043.1 · Fixed Route - PennDOT 1513	0.00	0.00	0.00	0.0%
5043.2 · Fixed Route - PennDOT 5311	0.00	0.00	0.00	0.0%
5043 · Fixed Route - PennDot	0.00	0.00	0.00	0.0%
5045 · ADA Service	183,574.07	208,794.16	(25,220.09)	87.92%
5066 · Miscellaneous Funding	15,485.00			
5085 · Advertising Revenue	0.00	110 000 17	(40.070.04)	00.540/
Expense	375,387.90	419,200.17	(43,878.21)	89.54%
6020 · Purchase of Service				
6022 · TCA	89,787.05	115,126.25	(25,339.20)	77.99%
6024 · First Transit	87,174.11	77,457.37	9,716.74	112.55%
6030 · MATP - Client Reimbursement	44,092.62	59,406.52	(15,313.90)	74.22%
6031 · Other MATP	3,204.00	9,227.51	(6,023.51)	34.72%
6033 · Fuel	28,189.94	34,191.71	(6,001.77)	82.45%
6050 · Administrative Expenses	232,447.72	295,409.50	(42,901.04)	05.40%
6075 · Telephone	7,635.60	6,454.05	1,181.55	118.31%
6082 · Gross Wages	37,678.95	49,499.34	(11,820.39)	76.12%
6083 · Paid Absence	5,165.16	6,568.24	(1,403.08)	78.64%
6550 · Payroll Taxes	3,825.73	4,282.05 14 876 25	(456.32) 704 94	89.34% 104 74%
6592 · Travel & Meetings	1,710.94	2,732.00	(1,021.06)	62.63%
6720 · Insurance	4,994.20	4,294.50	699.70	116.29%
6760 · Other Operating Expenses	700.40	040.00	(447.00)	00.070/
6765 · Utilities & Building	728.42	846.32	(117.90)	86.07%
6765.1 · Utilities	4,527.36	5,016.94	(489.58)	90.24%
6765.2 · Facility Maintenance/ Security	5,874.94	8,798.81	(2,923.87)	66.77%
6767 · Dues & Subscriptions	2,082.40	1,526.63	555.77	136.41%
6769 · Miscellaneous 6771 · Printing	7,564.64	7,057.46	507.18	107.19% 146.84%
6772 · Office Supplies	1,391.60	1,303.50	88.10	106.76%
6773 · Vehicle	0.00	,		
6760 · Other Operating Expenses - Other	0.00	01.070.05	(0.000.00)	
Total 6760 · Other Operating Expenses	22,350.99	24,673.35	(2,322.36)	90.59% 86.29%
6825 · Professional Services	20,837.68	7,773.75	13,063.93	268.05%
Total 6050 · Administrative Expenses	120,373.00	121,840.27	(1,467.27)	98.8%
Total Expense	372,820.72	417,249.63	(44,428.91)	89.35%
Net Ordinary Income	2,567.24	2,016.54	550.70	127.31%
Other Income				
5050 · Interest Income	0.00	0.00	0.00	0.0%
5067 · Capital Grant Income	0.00	0.00	0.00	0.0%
ou/i · Gain (Loss) on Venicie Disposal Total Other Income	0.00	0.00	0.00	0.0%
Other Expense	0.00	0.00	0.00	0.0%
6830 Bad Debt Expense	0.00			
6900 · Depreciation Expense	0.00			
Total Other Expense	0.00			
Net Other Income	0.00	0.00	0.00	0.0%
t Income	2,567.24	2,016.54	550.70	127.31%

		Total 9 Fix	ed Route	
Ordinary Income/Evinence	Jul '18 - Mar 19	Budget	\$ Over Budget	% of Budget
Income				
5008 · Agency Income				
5008.1 · Agency Income - 65+	0.00			
Total 5008 - Agency Income	0.00			
5009 · Passenger fare collected	0.00			
5009.1 · Passenger fare collected - 65+				
5009.12 · Passenger fare - 65+ Same Day	0.00			
5009.1 · Passenger fare collected - 65+ - Uth	0.00			
5009.2 · Passenger fare collected - 65 U	0.00			
5009.21 · Passenger fare ADA service	0.00			
5009.25 · Passenger fare PWD				
5009.26 · Passenger fare -PWD Same [	0.00			
Total 5009.25 · Passenger fare PWD	0.00			
5009.28 · Passenger fare GP	0.00			
5009.5 · Passenger fare MMVTA ADA	0.00			
5009.2 · Passenger fare collected - 65 U - Ot	0.00			
Total 5009 - Passenger fare collected - 65 U	0.00			
5010 · Passenger Fare - Fixed Route	0.00			
5010.5 · Organization Paid Fares	2,136.50	7,069.91	(4,933.41)	30.22%
5010 · Passenger Fare - Fixed Route - Other	116,388.10	104,818.35	11,569.75	111.04%
Total 5010 · Passenger Fare - Fixed Route	118,524.60	111,888.26	6,636.34	105.93%
5011.1 · Sponsorship Income - 65+				
5011.12 · Sponsorship Income - 65+ AAA	0.00			
5011.14 · Sponsorship Income - 65+ MATP	0.00			
5011.1 · Sponsorship Income - 65+ - Other	0.00			
i otal pu L.1 · Sponsorsnip Income - 65+ 5011 2 · Sponsorship Income - 65 Under	0.00			
Total 5011 · Sponsorship Income	0.00			
5020 · Contract Revenues				
5023 · Lottery (Seniors)	_			
5023.1 · Lottery Same Day	0.00			
Total 5023 · Lottery (Seniors)	0.00			
5024 · MATP	0.00			
5025 · MATP - Client Reimbursement	0.00			
5026 · PWD				
5026.1 · PWD Same Day 5026 · PWD - Other	0.00			
Total 5026 · PWD	0.00			
5027 · VETS/HSDF	0.00			
5029 · MATP - Admin.	0.00			
Total 5020 · Contract Revenues	0.00			
5042 · Fixed Route - Local Share	0.00	0.00	0.00	0.0%
5043 · Fixed Route - PennDot	0.00	0.00	0.00	0.070
5043.1 · Fixed Route - PennDOT 1513	0.00			
5043.2 · Fixed Route - PennDOT 5311	0.00	4 004 445 75	(5 454 52)	00.40%
5043 · Fixed Route - PennDot	1,055,664.22	1,061,115.75	(5,451.53)	99.49%
5045 · ADA Service	0.00	1,001,113.75	(0,401.00)	33.4370
5066 · Miscellaneous Funding	0.00			
5085 · Advertising Revenue	11,225.00	13,144.50	(1,919.50)	85.4%
Total Income	1,185,413.82	1,186,148.51	(734.69)	99.94%
6020 · Purchase of Service				
6022 · TCA	0.00			
6024 · First Transit	830,576.44	832,461.62	(1,885.18)	99.77%
6027 · Aging	0.00			
6031 · Other MATP	0.00			
6033 · Fuel	112,778.18	118,480.38	(5,702.20)	95.19%
Total 6020 · Purchase of Service	943,354.62	950,942.00	(7,587.38)	99.2%
6050 · Administrative Expenses			a ·	100
6075 · Telephone	11,157.47	8,013.82	3,143.65	139.23%
6083 · Paid Absence	104,041.44	90,007.00	0,003.78 730 82	109.03%
6550 · Payroll Taxes	9,466.14	7,307.74	2,158.40	129.54%
6570 Benefits-Company Paid	19,989.60	17,801.15	2,188.45	112.29%
6592 · Travel & Meetings	5,550.17	5,432.40	117.77	102.17%
0720 · Insurance 6760 · Other Operating Expanses	0,251.24	4,749.79	1,501.45	131.61%
6764 · Postage	1,090.31	1,048.29	42.02	104.01%
6765 · Utilities & Building	0.00	,		
6765.1 · Utilities	5,667.11	5,548.80	118.31	102.13%
6765.2 · Facility Maintenance/ Security	7,353.93	12,141.17	(4,787.24)	60.57%
0107 · Dues & Subscriptions 6769 · Miscellaneous	1,301.86 25 q13 52	1,397.38	(95.52) (8.340.76)	93.16% 75.65%
6771 · Printing	4,179.86	7,969.92	(3,790.06)	52.45%
6772 · Office Supplies	1,833.38	1,895.78	(62.40)	96.71%
6773 · Vehicle	20.00			
0100 · Other Operating Expenses - Other Total 6760 · Other Operating Expenses	0.00	64 255 62	(16 805 65)	72 710/
6762 · Advertising	47,009.97 15.748 82	13.542 84	2.205.98	116.29%
6825 · Professional Services	11,636.28	8,597.29	3,038.99	135.35%
Total 6050 · Administrative Expenses	242,050.20	235,206.56	6,843.64	102.91%
I otal Expense	1,185,404.82	1,186,148.56	(743.74)	99.94%
Other Income/Expense	9.00	(0.05)	9.05	(18,000.0%)
Other Income				
5050 · Interest Income	0.00	0.00	0.00	0.0%
5067 · Capital Grant Income	5,020.00	885,139.78	(880,119.78)	0.57%
5071 · Gain (Loss) on Vehicle Disposal	0.00	005 400 ==	(000 440 ==)	0 ===:/
I otal Other Income	5,020.00	885,139.78	(880,119.78)	0.57%
6830 · Bad Debt Expense	0.00			
6900 · Depreciation Expense	0.00			
6901 · Depreciation Expense - Donated	0.00	0.00	0.00	0.0%
I otal Other Expense	0.00	0.00	0.00	0.0%
	5,020.00	000, 139.78 885 130 73	(000,119.78) (880 110 73)	0.57%
	0,020.00	000,100.10	(000,110.70)	0.0170

		TOT	ΓAL	
	Jul '18 - Mar 19	Budget	\$ Over Budget	% of Budget
Urdinary Income/Expense				
5008 · Agency Income				
5008.1 · Agency Income - 65+	10,682.23	6,605.72	4,076.51	161.71%
5008.2 · Agency Income - 65 Under	65,038.30	64,326.01	/12.29	101.11%
5009 · Passenger fare collected	13,120.33	10,951.15	4,700.00	100.7370
5009.1 · Passenger fare collected - 65+				
5009.12 · Passenger fare - 65+ Same Day	1,697.30	316.49	1,380.81	536.29%
Total 5009.1 · Passenger fare collected - 65+	70,102.10	67,106.56	2,993.54	106.49%
5009.2 · Passenger fare collected - 65 U	71,700.40	07,420.00	4,074.00	100.4370
5009.21 · Passenger fare ADA service	25,051.20	27,761.32	(2,710.12)	90.24%
5009.25 · Passenger fare PWD				
5009.26 · Passenger fare -PWD Same E 5009.25 · Passenger fare PWD - Other	189.10 55 348 75	141.26 59 776 59	47.84 (4.427.84)	133.87%
Total 5009 25 · Passenger fare PWD	55 537 85	59 917 85	(4,380,00)	92.69%
5009.28 · Passenger fare GP	4,834.50	7,727.72	(2,893.22)	62.56%
5009.5 · Passenger fare MMVTA ADA	672.00	1,495.57	(823.57)	44.93%
5009.2 · Passenger fare collected - 65 U - Ot	0.00	0.00	0.00	0.0%
I otal 5009.2 · Passenger fare collected - 65 U	86,095.55	96,902.46	(10,806.91)	88.85%
5010 · Passenger Fare - Fixed Route	157,694.95	104,327.31	(0,432.50)	90.0976
5010.5 · Organization Paid Fares	2,136.50	7,069.91	(4,933.41)	30.22%
5010 · Passenger Fare - Fixed Route - Other	116,388.10	104,818.35	11,569.75	111.04%
Total 5010 · Passenger Fare - Fixed Route	118,524.60	111,888.26	6,636.34	105.93%
5011 · Sponsorship Income				
5011 12 · Sponsorship Income - 65+	104 587 45	95 609 60	8 977 85	109 39%
5011.14 · Sponsorship Income - 65+ MATP	21.606.95	24.333.34	(2.726.39)	88.8%
5011.1 · Sponsorship Income - 65+ - Other	0.00	0.00	0.00	0.0%
Total 5011.1 · Sponsorship Income - 65+	126,194.40	119,942.94	6,251.46	105.21%
5011.2 · Sponsorship Income - 65 Under	24,991.86	15,671.04	9,320.82	159.48%
Total 5011 · Sponsorship Income	151,186.26	135,613.98	15,572.28	111.48%
5020 · Contract Revenues				
5023 1 · Lottery Same Day	4 498 35	854 24	3 644 11	526 59%
5023 · Lottery (Seniors) - Other	1,156,277.55	1,066,110.65	90,166.90	108.46%
Total 5023 · Lottery (Seniors)	1,160,775.90	1,066,964.89	93,811.01	108.79%
5024 · MATP	1,717,493.28	1,766,189.29	(48,696.01)	97.24%
5025 · MATP - Client Reimbursement	44,092.62	59,406.52	(15,313.90)	74.22%
5026 1 · PWD 5026 1 · PWD Same Day	524 45	303 13	131 32	133.4%
5026 · PWD - Other	308,868.35	329,782.92	(20,914.57)	93.66%
Total 5026 · PWD	309,392.80	330,176.05	(20,783.25)	93.71%
5027 · VETS/HSDF	21,600.00	21,600.00	0.00	100.0%
5029 · MATP - Admin.	64,987.52	69,663.75	(4,676.23)	93.29%
Total 5020 · Contract Revenues	3,318,342.12	3,314,000.50	4,341.62	100.13%
5042 · Fixed Route - Local Share	74,218.50	90,737.04	(10,518.54)	81.8%
5043 · Fixed Route - PennDot	0.00	0.00	0.00	0.070
5043.1 · Fixed Route - PennDOT 1513	0.00	0.00	0.00	0.0%
5043.2 Fixed Route - PennDOT 5311	0.00	0.00	0.00	0.0%
5043 · Fixed Route - PennDot - Other	1,055,664.22	1,165,453.83	(109,789.61)	90.58%
I OTAL 5043 · FIXEd Route - PennDot	1,055,664.22	1,165,453.83	(109,789.61)	90.58%
5066 · Miscellaneous Funding	21.992.27	0.00	21,992,27	100.0%
5085 · Advertising Revenue	12,225.00	19,934.86	(7,709.86)	61.33%
Total Income	5,169,342.52	5,281,681.87	(112,339.35)	97.87%
Expense				
6020 · Purchase of Service	1 104 206 22	1 100 205 21	(79,070,09)	02 40/
6022 · TCA 6024 · First Transit	2 594 602 54	2 574 685 15	(70,079.00) 10 017 30	93.4%
6027 · Aging	2,094,002.04	21.888.18	(193.54)	99.12%
6030 · MATP - Client Reimbursement	44,092.62	59,406.52	(15,313.90)	74.22%
6031 · Other MATP	3,204.00	9,227.51	(6,023.51)	34.72%
6033 · Fuel	502,680.67	560,901.00	(58,220.33)	89.62%
I otal 6020 · Purchase of Service	4,270,580.70	4,408,493.67	(137,912.97)	96.87%
6075 · Telephone	52 128 55	44 514 56	7 013 00	117 79%
6082 · Gross Wages	366.873.13	388.632.20	(21,759,07)	94.4%
6083 · Paid Absence	47,918.62	50,530.08	(2,611.46)	94.83%
6550 · Payroll Taxes	33,922.02	31,970.98	1,951.04	106.1%
6570 · Benefits-Company Paid	135,435.92	120,049.72	15,386.20	112.82%
6592 · Travel & Meetings	15,701.22	16,693.54	(992.32)	94.06%
6760 · Other Operating Expenses	∠4,001.55	20,058.24	4,043.31	1∠∠.05%
6764 · Postage	4,410.92	4,065.09	345.83	108.51%
6765 · Utilities & Building	0.00	0.00	0.00	0.0%
6765.1 · Utilities	22,302.68	23,432.53	(1,129.85)	95.18%
6765.2 Facility Maintenance/ Security	28,941.03	43,506.58	(14,565.55)	66.52%
6767 · Dues & Subscriptions	5,417.98	6,164.29	(746.31)	87.89%
6771 Printing	53,316.18	58,809.18	(5,493.00)	90.66%
0771 · MINUNG 6772 · Office Supplies	5,705.78 7 103 03	0,470.69 7 162 52	(2,772.91) (50.40)	۵۲.3% ۹۵ 17%
6773 · Vehicle	35.00	0.00	35.00	100.0%
6760 · Other Operating Expenses - Other	0.00	0.00	0.00	0.0%
Total 6760 · Other Operating Expenses	127,232.60	151,618.88	(24,386.28)	83.92%
6762 · Advertising	20,866.05	17,843.26	3,022.79	116.94%
0020 · Protessional Services	54,517.10	30,300.67	18,210.43	150.16%
	5,150.077 46	5,286,711.80	(136.634.34)	97.42%
let Ordinary Income	19,265.06	(5,029,93)	24,294.99	(383.01%)
Other Income/Expense	.,	(,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	,	
Other Income				
5050 · Interest Income	17,463.37	7,046.37	10,417.00	247.84%
5067 · Capital Grant Income	146,805.00	1,174,827.28	(1,028,022.28)	12.5%
50/1 · Gain (Loss) on Vehicle Disposal	0.00	13,108.32	(13,108.32)	0.0%
i utai Utner Income Other Expense	164,268.37	1,194,981.97	(1,030,713.60)	13.75%
6830 · Bad Debt Expense	0.00	2,084,94	(2.084.94)	0.0%
6900 · Depreciation Expense	0.00	0.00	0.00	0.0%
6901 · Depreciation Expense - Donated	0.00	0.00	0.00	0.0%
Lotal Other Expense	0.00	2,084.94	(2,084.94)	0.0%
	104,208.37	1,192,897.03	(1,028,628.66)	13.77%
IIICOILIE	103,003.43	1,107,007.10	(1,004,333.07)	10.40%

# Washington County Transportation Authority FY 18-19 Dashboard Report March, 2019

		2018-19	% Change
Fixed Route		YTD	over prior year
Passengers		77,586	+21%
Revenue Hrs		15,265	-0.24%
Op Expense	\$	1,185,414	+0.6%
Pass Revenue	\$	118,525	+9.1%
The second s	Contraction Contraction		
Complaints		38	-24%
Commendations		7	+250%
Accidents/Injuries		2	+100%

Performance	2018-19	2018-19
Metric	YTD	Target
Pass/Rev Hr	5.08	4.46
Op Cost/Rev Hr	\$ 77.66	\$ 79.51
Op Rev/Rev Hr	\$ 7.76	\$ 7.50
Op Cost/Pass	\$ 15.28	\$ 18.40

		in the second
	2018-19	% Change
Shared Ride & ADA	YTD	over prior year
Passengers	151,557	-0.46%
Revenue Hrs	78,025	-3.47%
Op Expense	\$ 3,793,862	+1.6%
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Complaints	147	+16.6%
Commendations	26	+44.4%
Avg OTP PU	97%	-
Avg OTP APT	95%	-
Accidents/Injuries	6	-14.3%
Complaints Commendations Avg OTP PU Avg OTP APT Accidents/Injuries	147 26 97% 95% 6	+16.6% +44.4% - - - -14.3%

Performance	2018-19	2017-18		
Metric	YTD	Final		
Pass/Rev Hr	1.94		1.90	
Op Cost/Rev Hr	\$ 48.62	\$	46.88	
Op Cost/Pass	\$ 25.03	\$	24.70	

		Mar		YTD	YTD %	
	2019	2018	18-19	17-18	CHANGE	
Total trips	8,517	7,316	77,586	63,958	21%	
	and an			a tangan sa		
Seniors	1,412	1,281	12,092	12,008	1%	
Half Fare	757	651	6,953	5,372	29%	
Full Fare	5,395	4,573	48,698	39,695	23%	
MATP/Other	367	239	2,823	2,234	26%	
Free Child	201	152	3,246	1,260	158%	
Transfers	385	420	3,774	3,389	11%	
% by Fare Type:	And a second sec					
Seniors	17%	18%	16%	19%	-17%	
Half Fare	9%	9%	9%	8%	7%	
Full Fare	63%	63%	63%	<b>62</b> %	1%	
МАТР	4%	3%	4%	3%	4%	
Free Child	2%	2%	4%	2%	112%	
Transfers	5%	6%	5%	5%	-8%	
		言語を思いたというと思いた。	and the second second			
Pax/Mile	0.29	0.24	0.29	0.24	20%	
Pax/Hour	5.03	4.12	5.08	4.18	22%	
Average OTP	90%	79%	88%	79%	12%	
Trips/Operating Day	336	282	348	289	21%	

21%

## WASHINGTON COUNTY TRANSPORTATION AUTHORITY **TOTAL FIXED ROUTE 2018-19 STATISTICS**

Local	Mar-19	Total YTD
Trips	3,158	30,146
Complaints	2	17
Accidents/Injuries	0	1
Metro	Mar-19	Total YTD
Trips	4,186	36,186
Complaints	2	14
Accidents/Injuries	0	0
County Line	Mar-19	Total YTD
Trips	1,173	11,254
Complaints	1	7
Accidents/Injuries	0	1
TOTALS	Mar-19	Total YTD
Total Trips (all providers)	8,517	77,586
Accidents/Injuries (all providers)	0	2
Total Complaints (all providers)	5	38
Rude or Not Helpful	2	9
Safety	2	15
Late/Early/Other	1	16
Commendations	2	7

# Washington County Transportation Authority Fixed Route Service Statistics 2018-19

### Washington County Transportation Authority

## Paratransit Trip Statistics

	March 2019		March 2018			Percent Change			
	SR Fare Structure	NSR Fare Structure	Total Trips	SR Fare Structure	NSR Fare Structure	Total Trips	SR Fare Structure	NSR Fare Structure	Total Change
Senior Shared Ride	7,237	0	7,237	6,834	. 0	6,834	6%	0%	6%
MATP									
Paratransit	6,599	12	6,611	6.504	16	6.520	1%	-25%	1%
Mileage Reimb	0	3,229	3,229	0	3,520	3.520	0%	-8%	-8%
Mass Transit	0	418	418	0	330	330	0%	27%	27%
MATP Totals	6,599	3,659	10,258	6,504	3,866	10,370	1%	-5%	-1%
PWD	1,735	0	1,735	1,751	0	1,751	-1%	0%	-1%
ADA							* 		
Freedom Transit	1,139	0	1,139	1.256	0	1.256	-9%	0%	-9%
Mid Mon Valley Transit	0	7	7	0	32	32	0%	-78%	-78%
	1,139	7	1,146	1,256	32	1,288	0%	-78%	-11%
Veterans	0	93	93	0	161	161	0%	-42%	-42%
Misc. Agencies	385	1	386	356	0	356	8%	0%	8%
BH/IDD	351	0	351	433	0	433	-19%	0%	-19%
General Public	49	0	49	25	0	25	96%	0%	96%
Same Day Service				·					
Senior Shared Ride	31	0	31	17	0	17	82%	0%	0%
PWD	4	0	4	6	0	6	-33%	0%	0%
· · · · · · · · · · · · · · · · · · ·	35	0	35	23	0	23	52%	0%	0%
Totals	17 530	3 760	21 290	17 182	4 059	21 241	2%	-7%	0%
	,000	0,100	,					, , , ,	
Number of Operating Dave			26			27			
Trips per Operating Day			819			787	· ·		

## Washington County Transportation Authority

## Paratransit Trip Statistics Year to Date

	July 2018-Mar 2019		July 2017 -Mar 2018			Percent Change			
· · · · ·	Shared Ride Fare Structure	Non Shared Ride Fare Structure	Total Trips	Shared Ride Fare Structure	Non Shared Ride Fare Structure	Total Trips	SR Fare Structure	NSR Fare Structure	Total Change
	00 704				10				
Senior Shared Ride	63,761	0	63,761	63,691	12	63,703	0.11%	0.00%	0.09%
МАТР									
Paratransit	56,424	93	56,517	54,420	159	54,579	3.68%	-41.51%	3.55%
Mileage Reimb	0	31,353	31,353	0	36,345	36,345	0.00%	-13.74%	-13.74%
Mass Transit	0	4,141	4,141	0	5,637	5,637	0.00%	-26.54%	-26.54%
MATP Totals	56,424	35,587	92,011	54,420	42,141	96,561	3.68%	-15.55%	-4.71%
PWD	14,052	0	14,052	15,172	0	15,172	-7.38%	0.00%	-7.38%
ADA									
Freedom Transit	9,807	0	9,807	10,748	0	10,748	-8.76%	0.00%	-8.76%
Mid Mon Valley Transit	0	168	168	0	363	363	0.00%	-53.72%	-53.72%
	9,807	168	9,975	10,748	363	11,111	-8.76%	-53.72%	-10.22%
Veterans	0	1,076	1,076	0	1,223	1,223	0.00%	-12.02%	-12.02%
Misc. Agencies	3,725	44	3,769	4,026	0	4,026	-7.48%	0.00%	-6.38%
BH/IDD	3,307	0	3,307	3,836	0	3,836	-13.79%	0.00%	-13.79%
General Public	236	0	236	308	0	308	-23.38%	0.00%	-23.38%
Same Day Service									
Senior Shared Ride	224	0	224	37	0	37	505.41%	0.00%	0.00%
PWD	21	. 0	21	13	0	13	61.54%	0.00%	0.00%
	245	0	245	50	0	50	390.00%	0.00%	0.00%
· · · · · · · · · · · · · · · · · · ·									
Totals	151,557	36,875	188,432	152,251	43,739	195,990	-0.46%	-15.69%	-3.86%
# Operating Days			232			233	1		

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# Washington County Transportation 2018-2019 Paratransit Service Statistics

First Transit	Mar-19	Total YTD
Provider Complaints	6	94
Provider Trips	10,666	86,279
OTP PU Percentage	96%	94%
OTP APT Percentage	91%	89%
Trips Per Complaint	1,778	918
Complaint Percentage	0.06%	0.11%
Percentage of Total Trips	58%	56%
Accidents/Injuries	0	4
Tri-County Access	Mar-19	Total YTD
Provider Complaints	4	45
Provider Trips	7,598	65,043
OTP PU Percentage	96%	96%
OTP APT Percentage	96%	95%
Trips Per Complaint	1,900	1,445
Complaint Percentage	0.05%	0.07%
Percentage of Total Trips	41%	42%
Accidents/Injuries	0	2
Area Agency on Aging	Mar-19	Total YTD
Provider Complaints	0	0
Provider Trips	252	2,488
OTP PU Percentage	100%	100%
OTP APT Percentage	100%	100%
Trips Per Complaint	#DIV/0!	#DIV/0!
Complaint Percentage	0.00%	0.00%
Percentage of Total Trips	1%	2%
Accidents/Injuries	0	0
WCTA	Mar-19	Total YTD
Provider Complaints		8
	Mar-19	Total YTD
Total Trips (all providers)	18,516	153,810
Average PU OTP (all providers)	97%	97%
Average APT OTP (all providers)	96%	95%
Accidents/Injuries (all providers)	0	6
Total Complaints (all providers)	10	147
Rude or Not Helpful	2	8
Late/Early/Extend. Ride Time/Other	7	121
Safety	1	18
Commendations	4	26

Appendix F: Peer Contract Example

### Fixed-Route Transportation Service Agreement Scope of Service

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WHEREAS, <u>WESTMORELAND COUNTY TRANSIT AUTHORITY</u> hereinafter referred to as <u>"WCTA" or "Purchaser"</u>, desires to promote and provide Fixed-Route Transportation Services Westmoreland County, Pennsylvania; and

WHEREAS, WCTA is empowered to provide Fixed-Route transportation to the general public; and

WHEREAS, WCTA desires to provide fixed-route, accessible, affordable transportation to the general public, including, without limitation, persons with disabilities and senior citizens age 65 and over; and

WHEREAS, <u>NATIONAL EXPRESS TRANSIT CORPORATION</u>, hereinafter referred to as "Contractor" is a public transportation provider; and

WHEREAS, Contractor is prepared to furnish such transportation services in the form of Fixed-Route Transportation Services open to the general public and in accordance with applicable legal guidelines and regulations of the Federal Transit Administration and the Pennsylvania Department of Transportation;

WHEREAS, WCTA desires to have Contractor provide Fixed-Route Transportation Services as described in this Agreement; and

WHEREAS, Contractor has agreed that it will provide said Fixed-Route Transportation Services in a reasonable and workmanlike manner.

**NOW THEREFORE**, as of the \_\_\_\_\_ day of \_\_\_\_\_, 2018, in furtherance of the above desires, it is agreed by and between the parties intending to be legally bound hereby as follows:

#### **GENERAL PROVISIONS**

- 1. Agreement Term This Agreement shall be effective as of July 1, 2018, and shall terminate June 30, 2023, unless terminated prior to the expiration of this Agreement in accordance with the terms and conditions set forth herein.
- 2. **Definitions** The following terms shall have the indicated meanings when used in this Agreement:
  - a. Fixed Route Service means transportation service that operates along a prescribed route according to a fixed schedule with pre-determined stops.
  - b. Missed Trip in the context of Fixed Ride Service means:
    - i. Any scheduled revenue trip not operated or any trip that was not completed in its entirety.

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- ii. Any initial bus departing the garage/facility greater than six (6) minutes behind scheduled pullout time from the garage going to the start point of a scheduled trip or directly scheduled to begin revenue service from the garage/facility.
- iii. Any trip that departs greater than six (6) minutes behind scheduled pullout time from the relief point when the trip was capable of leaving on time.
- iv. In the event of an in-service breakdown, driver's absence or other service related problem, Contractor shall provide a replacement driver and adequate means to dispatch transit revenue vehicles so as not to miss subsequently scheduled trips. Dispatched transit vehicles shall be capable of resuming normal WCTA revenue service within 30 minutes – any service not resumed on normal schedule within 30 minutes will be considered missed trip(s).
- v. Any route running 30 minutes behind or more with no plan for time recovery may, at the sole discretion of WCTA, be considered missed.
- a. ADA means the Americans with Disabilities Act and all rules and regulations applicable thereto.
- b. FTA means the Federal Transit Administration.
- c. DOT means the Pennsylvania Department of Transportation.
- 3. Scope of Work –WCTA hereby engages Contractor and Contractor agrees to perform the Fixed-Route Transportation Services, hereinafter described, subject to the general policies and directions of WCTA and to the provisions and requirements of this Agreement. Contractor shall, upon receiving WCTA's notice to proceed, do all things necessary to manage, operate, and maintain the services described in this Agreement, including but not limited to:
  - a. Undertake day-to-day operation of WCTA owned vehicles in accordance with schedules established by WCTA;
  - b. Employ and supervise all personnel, including managers, supervisors, vehicle operators, mechanics and other maintenance personnel;
  - c. Provide management and supervision with respect to such operations and personnel;
  - d. Administer training, drug and alcohol testing and safety programs;
  - e. Process warranty claims for WCTA owned vehicles;
  - f. Assist in public relations and promotions, including without limitation installing all advertising and WCTA signage on vehicles.
  - g. Prepare reports and provide information as required by WCTA;
  - h. Enforce a Dress-Code Policy established by WCTA;
  - i. Provide all equipment, parts and supplies unless specifically provided by WCTA in this Agreement.

- 4. **Compliance with Laws and Regulations** Contractor agrees to comply with all applicable laws, rules, and regulations; including without limitation those of the United States, the Commonwealth of Pennsylvania, Westmoreland County and local municipalities relating directly or indirectly to the transportation services to be provided under this Agreement.
- 5. Contractor Responsibility The Contractor agrees that:
  - a. As of the date of the execution of this contract, that neither the Contractor, nor any subcontractors, nor any suppliers are under suspension or debarment by the United States, Commonwealth of Pennsylvania, any governmental entity, instrumentality, or authority;
  - b. As of the date of the execution of this Contract, it has no tax liabilities or other Commonwealth obligations with the United States, the Commonwealth of Pennsylvania or local governmental bodies;
  - c. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the WCTA if at any time during the term of this Contract, it becomes delinquent in the payment of taxes, or other United States, Commonwealth of Pennsylvania or local governmental body obligations, or if it or any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state governmental entity. Such notification shall be made within 15 days of suspension or debarrent;
  - d. The failure of the Contractor to notify the WCTA if it becomes delinquent in the payment of taxes or of its suspension or debarment by the Commonwealth, or any other state, or the federal government shall constitute an event of default of the Contract with the WCTA; and,
  - e. The Contractor agrees to reimburse the WCTA for the reasonable costs of investigation incurred by the WCTA, or the Commonwealth Office of the Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the WCTA, which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations, which do not result in the Contractor's suspension or debarment.
- 6. **Conflicts of Interest** It is agreed that all conflicts of interest will be prohibited. No WCTA Board Member, nor any member of the immediate family of any WCTA Board Member, nor any WCTA management/supervisory employee, nor any member of the immediate family of any WCTA management/supervisory employee shall be in any way interested in this Agreement nor in the business of Contractor as a principal or as an employee, nor shall any Board Member nor member of the immediate family of any

Board Member, nor WCTA management/supervisory employee, nor member of the immediate family of any WCTA management/supervisory employee receive any compensation, salary, commission or other payment from Contractor.

- 7. **Cooperative Agreements** Contractor agrees to abide by cooperative agreements between WCTA and other counties or transit authorities. WCTA agrees to provide Contractor with (i) a list of the applicable cooperative agreements; (ii) and copies of the relevant documents.
- 8. Contract Approval and Funds This Agreement may be subject to approval by the United States Department of Transportation and the Pennsylvania Department of Transportation. WCTA will be bound by the terms of this Agreement only to the extent funds are available. This Agreement's funds and Contractor payment rely on Federal, State and Local funding and participation. This Agreement is conditioned upon the approval and release of those funds. By executing this Agreement, Contractor acknowledges that any Agreement or notice(s) communicated from WCTA will be considered to be null and void if at any time, for whatever reason, the Federal and State funds are not released in the full purchase amount.
- 9. Assignment/Subcontracting Contractor certifies that no assignment or subcontracting of Contractor's rights or obligations under this Agreement shall be permitted by Contractor without prior written authorization from WCTA, and any attempted assignment or subcontracting without such written authorization shall be void. WCTA shall expect all requirements of this Agreement to be fulfilled by Contractor. All applicable requirements of this Agreement shall be required of any assignees/subcontractor(s) that have been approved in writing by WCTA. WCTA's approval of any assignment, subcontract, award or delegation shall not release Contractor of any obligation under the Agreement. Contractor shall be fully responsible for the acts and omissions of the subcontractors, and of persons either directly or indirectly employed by Contractor. Contractor is responsible for the acts and omissions of persons that it directly employs. Nothing contained in this Agreement shall create any contractual relationship between any assignee/subcontractor and WCTA.
- 10. **Complete Contract** It is agreed that this document including all Exhibits and Attachments, Contractor's Proposal, the Request for Proposal (all reviewed and executed by WCTA), Clauses and Procedures, Federal and State clauses and certifications and all Addendums to the RFP are incorporated herein, constituting the entire Agreement and understanding between parties hereto with respect to the subject matter hereof and that no other agreement, understanding, representation, or warranty expressed or implied, whether oral or written, exists which in any way limits, extends, or alters any provisions hereof. To the extent that there is a conflict between the terms of this document and any Exhibits, Attachments, Contractor's Proposal, or the Request for Proposal, this document shall govern. The invalidity in whole or in part of any provision of this Agreement shall not affect the validity of other provisions. WCTA's failure to insist in one or more instances upon the performance of any term or terms of the Agreement shall not be

construed as a waiver or relinquishment of WCTA's right to such performance by Contractor.

- 11. Force Majeure Any delay or failure of performance by either party shall not constitute a default or give rise to any claims for damages if and to the extent the failure is primarily caused by any act, event or condition reasonably beyond that party's control and adversely affecting its ability to perform its obligations, including but not limited to:
  - a. Acts of God, lightning, earthquake, fire, epidemic, landslide, drought, hurricane, tornado, storm, explosion, failure of utilities, flood, nuclear radiation, or any other act by third parties that interferes with operations.
  - b. Condemnation or other taking by any government body, change in any applicable law, rule, regulation, ordinance, or permit condition not in effect as of the date hereof.
  - c. Any order, judgment, action or determination of any federal or state court administrative agency or government body.
- 12. Meetings Upon request, Contractor shall, at its own expense, attend WCTA Board of Directors meetings, public meetings and other meetings to provide information concerning the operation of Fixed-Route Transportation Services under this Agreement. The General Manager or a supervisor designated by the General Manager shall meet with WCTA transit staff at least monthly and at times and locations to be determined by WCTA.
- 13. Confidentiality Any and all reports, information or data of whatever nature provided to, or prepared, generated or assembled by Contractor in connection with the performance of the Agreement shall not be made available to any individual or organization outside Contractor without the prior written approval of WCTA, unless such is required by a court process. Contractor shall promptly notify WCTA of any request for such information in a court proceeding.

#### **OPERATIONS**

- 14. General Requirements Contractor shall provide the necessary management, technical and operating services for the operation of fixed-route transportation services as specified by WCTA. Contractor shall assist and cooperate with WCTA in meeting WCTA's goals of providing quality Fixed-Route Transportation Services. Unless specifically identified as being provided by WCTA in this Agreement, Contractor shall furnish all facilities, equipment, personnel and services required to manage and operate the Fixed-Route Transportation Services.
- 15. Services to be Provided Using vehicles and equipment provided by the WCTA, the Contractor shall operate fixed-route bus service as specified by the WCTA. Fixed-route bus service shall be operated in strict accordance with the operating days, operating hours, routes and schedules detailed in Exhibit A and in accordance with the schedules found in the

WCTA's Master Schedule and Run Guide. The Contractor shall provide such service in a safe, professional, and courteous manner. The WCTA reserves the right to make route, schedule and fare revisions, additions, and reductions as it deems in the best public interest throughout the term of this Contract. The Contractor shall also provide special transportation services as directed by the WCTA. Special transportation services include shuttle service for special events within the WCTA's service area that are open to the general public, and the use of vehicles to promote the WCTA's transportation services including parades and vehicle displays. The transportation service provided by the Contractor shall meet the following minimum fixed-route operating requirements:

- a. The Contractor is authorized to deviate from established routes when necessary to avoid construction, detours, and vehicles or other obstructions in the public right-of-way. All deviations are to be reported to the WCTA immediately;
- b. The Contractor shall notify the WCTA if a fixed-route is operating more than five minutes behind schedule and take steps to restore on-time performance;
- c. The Contractor shall develop operator work schedules to assure that reliable service is provided using the type of vehicle recommended by the WCTA for a specific route. The Contractor is responsible for having sufficient operators, maintenance, supervisory, and other personnel available to assure the service is provided as scheduled, including back-up vehicle operators;
- d. A supervisor is required to be on duty at all times when buses are in service. The supervisor will be required to monitor and respond radio communications and communicate with operators, supervisors, and maintenance personnel concerning operations, service, safety and customer service issues;
- e. The Contractor shall conduct on street supervision to assure routine monitoring of fixed-route service;
- f. The Contractor shall comply with the operating and other requirements described in the WCTA's Operations Manual and any revisions to such manual that may be made, from time to time, by the WCTA;
- 16. Service Changes The WCTA reserves the sole right to add, delete, or restructure service, fares, or routes at its sole discretion. The WCTA agrees to provide the Contractor with sufficient written notice and instruction in order to accommodate any such service change. A written request by the WCTA to the Contractor, to reduce the level of fixed-route service shall not be construed as a partial termination of the Contract, unless the weekday scheduled revenue hours for fixed-route service is reduced below seventy-five percent (75%) of the initial level. Neither the Contractor nor its employees nor employees of any approved subcontractor shall make any changes in service, routes, stops or other aspects of services without prior written approval by the WCTA.
- 17. Emergency Services In the event of a declared civil disorder or natural catastrophe, the Contractor shall direct the employees to operate as ordered by federal, state, and/or the County Civil Authorities.
- 18. Communications System The WCTA's buses are equipped with Motorola 800 MHz two-way radios. The operating facility will also be equipped with the WCTA's owned base

station and at least one mobile radio unit compatible with the bus radios. These radios operate on Westmoreland County's Proprietary Emergency Management System. It is the responsibility of the Contractor to follow all Westmoreland County and WCTA policies and procedures for radio use and maintenance of the radio system. If the Contractor, at its own expense, decides to utilize alternative equipment for a communication system, the Contractor is required to supply the WCTA with all necessary equipment and related information in order for the WCTA's personnel to be afforded a means of communication with the Contractor's operators during fixed-route service hours.

- 19. Fare Collection and Pass Sales Fares and other fees shall be collected, deposited and accounted for in accordance with policies and procedures described in Exhibit D and in the WCTA Operations Manual. The Contractor agrees that the WCTA may modify fare collection policies and procedures during the term of this Contract.
- 20. **Public Information -** The Contractor agrees to make available on all buses, timetables, bus schedules, fare schedules, route maps and other public relations materials, not only for routes being run by the Contractor but also for other contractors who are operating routes for the WCTA and for other transit authorities or organizations that connect with service of the WCTA.
- 21. Passenger Comments/Complaints The Contractor will make available on all buses that are in revenue service passenger suggestion/comment forms and take all reasonable steps to afford passengers the opportunity to make suggestions about or comments on the WCTA's transportation services. All suggestions/comments forms shall be forwarded to the WCTA as soon as possible but no later than the next regular operating day after the Contractor receives the comment or suggestion. The WCTA shall be responsible for the investigation of all suggestions and comments and for responding or taking other action, as necessary, to respond to the comment or suggestion. The Contractor shall cooperate with any such investigation. Passengers may also make suggestions and comments directly to the WCTA. Any comment or suggestion received by the WCTA that concern the delivery of transportation services under this contract or behavior of Contractor employees including vehicle operators shall be forwarded to the Contractor for a full investigation, as soon as possible, but no later than the next regular operating day after the comment or suggestions is received by the WCTA.
  - a. Contractor shall provide a written response to complaints received to WCTA within two business days of receiving the complaint. Contractor's response shall include action(s) taken, if any, to address any problem or complaint. If any serious matters are reported to WCTA, WCTA may require that the operator or operators in question be removed by Contractor from operating routes of WCTA.
  - b. Contractor shall report to WCTA immediately by electronic means any problems encountered in the provision of Fixed-Route Transportation Services, all complaints received directly concerning the provision of this service and the steps taken to remedy any such problems.

#### MAINTENANCE

22. Vehicles, Furnishings, Equipment, and Other Fixed Assets - The WCTA will lease vehicles, furnishings, equipment and other fixed assets to the Contractor for use in providing fixed-route and special transportation services under this Contract. The WCTA hereby agrees to lease to the Contractor and the Contractor hereby agrees to accept and pay for, under the terms and conditions hereinafter set forth, the vehicles, furnishings, equipment, and other fixed assets set forth in Exhibit C. It is the intent of the parties that from time to time other vehicles furnishings, equipment, and other fixed assets of a similar type and nature may be added to or deleted from this Contractor is responsible for the provision of both physical damage and public liability insurance for these vehicles, and they will be operated, maintained, and housed by the Contractor. Contractor shall be responsible for the vehicles, furnishings, equipment, and other fixed assets used in the performance of the services called for under the Contract and shall be responsible for all loss or damage with respect to any such vehicles, furnishings, equipment, and other fixed assets.

#### 23. General Maintenance Requirements - It is agreed that the Contractor shall:

- a. Properly service, maintain, repair, and perform preventative maintenance on the leased Vehicles and furnish all parts and labor which may be required to keep the vehicles in a safe mechanical condition according to the manufacturer's recommendations, industrial norms, and the WCTA's Required Maintenance Program set forth in Exhibit E which may be amended by the WCTA throughout the term of this Contract. All repairs and maintenance shall comply with all applicable federal, state, and local laws and regulations.
- b. Promptly repair or make arrangements for the repair of vehicles damaged due to accidents. The Contractor shall be responsible for the cost of all vehicle repairs due to accidents.
- c. Not defer maintenance for reasons of shortage of maintenance staff or operable buses, nor shall service be curtailed for the purpose of performing maintenance without prior written consent of the WCTA. Preventative maintenance inspections and running repairs shall receive first priority in the use of the Contractor's maintenance resources. Contractor shall adjust work schedules of its employees as necessary to meet all scheduled services and complete preventative maintenance activities required by the WCTA. Contractor shall retain additional personnel or the services of outside firms, if necessary, to meet the WCTA's maintenance requirements;
- d. Use parts, materials, tires, lubricants, fluids, oils that meet or exceed original equipment manufacturer specifications and requirements;
- e. Keep the vehicles properly serviced with all necessary oil, fuel, tires, and other fluids necessary for the safe operation of the vehicles.
- f. Keep the interior and exterior of the vehicles neat and clean and the interior free of debris as specified in the WCTA's Bus Washing Schedule set forth in Exhibit E.

- g. Provide for any and all inspections or servicing of the vehicles according to the warranty or warranties pertaining to the vehicles to keep warranties in full force and effect.
- h. Provide liability, fire, theft, comprehensive, and collision insurance as required by this Contract.
- i. Acquire and maintain all technical updates of service manuals, service bulletins, lubrication charts from the vehicle manufacturer or subcomponent part manufacturer and other such information needed to properly service and repair the WCTA's vehicles. The WCTA will provide all parts and service manuals to the Contractor when acquired by the WCTA upon the purchase of the vehicles. Said manuals shall be considered part of the WCTA's maintenance requirements to be performed by the Contractor.
- j. Exercise due diligence in the tracking, filing and general administration of all vehicle or vehicle component warranties. All warranty recovery, through claims made by the Contractor, shall be paid to the Contractor, unless previously reimbursed by the WCTA.
- k. Maintain records of all maintenance and repairs to WCTA vehicles including a hard copy history folder for each WCTA vehicle. This folder shall contain, in chronological order, all work orders generated for each vehicle including documentation of preventative maintenance inspections according to the WCTA's Preventative Maintenance standards. Records shall be available for the WCTA's inspection at any time and shall be entered into the maintenance record keeping system no later than five (5) working days after the completion of repairs or preventative maintenance. The folder shall also contain the vehicle's make, model, year, and serial number along with any invoice information. A work order shall be generated, and a copy shall be furnished to the WCTA each time parts or more than 20 minutes of labor are used. The work order shall, at a minimum, include a description of the labor hours used and cost, parts used and cost, repair performed, date, mileage, vehicle number and other charges.
- 1. Require that all vehicle operators perform a pre-trip inspection. These inspections are to be performed on a daily basis and recorded on a Vehicle Inspection Form approved by the WCTA.
- m. Require that all vehicle operators inspect and report any defects that may occur during the service day. At the end of the driver's shift, the form will be turned over to the Contractor's maintenance department for correction.
- n. Conform to all State, Federal, and Municipal laws, rules, and regulations with respect to the maintenance and operation of the vehicles.
- o. Use the vehicles only for those services described in this Contract.
- p. Not to make any alterations to or dispose of the vehicles without the prior written consent of the WCTA.

- q. Return the vehicles and equipment to the WCTA at the expiration of the term of this Contract or any renewal hereof in good and proper working condition, reasonable wear and tear excepted.
- r. Furnish and maintain all necessary support vehicles in order to ensure road call maintenance and vehicle towing throughout the service area at all times when vehicles are operated.
- 24. Maintenance Evaluations The Contractor shall allow the WCTA access to the WCTA's vehicles and maintenance and records to monitor the Contractor's maintenance performance, as the WCTA deems necessary. The WCTA may perform or use independent consultants to perform regular, unannounced maintenance inspections of vehicles maintained by the Contractor. The WCTA shall be permitted to view and copy any vehicle maintenance record, inspect vehicles and equipment, and request Contractor personnel to drive vehicles as necessary to evaluate the condition of vehicles used in the performance of this Contract.
- 25. Spare Parts, Tire, Wheel, and Fuel Inventories The Contractor shall:
  - a. Be responsible for monitoring and accounting for spare parts, oil and other fluids, tire, and wheel inventories necessary to assure that vehicle repairs will not disrupt the provision of transit service. All parts, tires and wheels installed by the Contractor on WCTA vehicles or added to the spare parts or tire/wheel inventory shall become the property of the WCTA. Contractor agrees to work cooperatively with the WCTA in determining the appropriate spare parts and tire inventory levels. The WCTA will monitor the inventory and the Contractor will be financially responsible for any discrepancies that may occur.
  - b. Be responsible for monitoring and accounting for fuel for used in WCTA's vehicles. Fuel may only be used in WCTA owned vehicles and the Contractor shall maintain a record of fuel delivered and used. Contractor agrees to work cooperatively with the WCTA in determining the appropriate fuel inventory levels. The WCTA will monitor the fuel inventory and the Contractor will be financially responsible for any discrepancies that may occur.
- 26. Fleet Maintenance Software Contractor shall use the WCTA's fleet management software to track maintenance performance and inventory. The WCTA will be responsible for annual maintenance and support of the software system. The WCTA shall provide initial training (i.e. Train-the-Trainer) in the use of such software. In the event the software undergoes significant changes, additional training will be provided as may be necessary. Contractor shall be responsible for training all new employees. The WCTA's maintenance software system at a minimum provides the following data which is to be entered and maintained by Contractor:
  - a. Fleet and Parts Inventory
  - b. Work Order Information
  - c. Purchase Orders
  - d. Preventative Maintenance Inspections

- e. Service Calls
- f. Warranty Tracking
- 27. **Inventory** Contractor will assume full responsibility for maintaining and entering inventory parts into the WCTA's fleet management software. The WCTA will perform unscheduled audit checks of inventory parts based on the fleet management software reports. Annually on July 1, the WCTA's auditor will be on-site to perform an inventory audit.
- 28. **Repossession of Equipment** It is hereby agreed that the WCTA shall be entitled to immediate repossession of the vehicles and equipment in the event of:
  - a. Any change in the management or ownership of the Contractor including changes of officers, the sale of a majority interest in the business of the Contractor;
  - b. The filing of any bankruptcy, receivership, or reorganization of the Contractor under a bankruptcy law;
  - c. The dissolution, merger, consolidation, or sale of a majority of the assets of the Contractor; or
  - d. Breach of this Contract.
- 29. Permitted Use of WCTA Vehicles Unless expressly authorized in writing by the WCTA, the Contractor shall not use any bus or other equipment, which is part of the WCTA's transit system other than in connection with the services to be provided under the Contract. The Contractor shall not use any such bus or other equipment for any private charters or any purpose other than as may be specifically permitted by the WCTA and in the WCTA's sole discretion and under such terms as the WCTA elects.
- 30. PA Inspections The Contractor shall be responsible for the required Pennsylvania Motor Vehicle Inspection, and authorization or certificate of operation that may be required by the Pennsylvania Public Utilities Commission, or other regulatory agency. The required Pennsylvania Motor Vehicle Inspection for WCTA owned vehicles must be conducted by a Motor Vehicle Inspection facility property licensed to conduct inspections on the type of vehicle requiring inspection. This inspection facility must be approved in advance by the WCTA and shall not be owned, operated, or legally affiliated with the Contractor. All documentation supplied by the inspection facility will be kept with the appropriate vehicle file, including brake lining readings, tire tread depths, glass-glazing findings, wheel alignment measurements, and any other findings recorded during an inspection.
- 31. Vehicle Registration The WCTA will provide license plates and registration cards for WCTA vehicles.
- 32. Return of Vehicles and Equipment Upon termination of this Contract, the Contractor shall return all WCTA owned vehicles and equipment to the WCTA ready for use, with no deferred maintenance or damage. The following procedure shall be used to determine the condition of WCTA vehicles and equipment prior to any change in contractors or, at the WCTA's option, prior to the beginning of any new contract with an existing contractor:

- a. Authorized representatives of the current contractor, the successful bidder, and the WCTA shall meet at least thirty (30) days prior to the expiration of the contract. At this time, the parties shall examine every bus and all equipment to determine its current condition. The Contractor shall make available such personnel as necessary to move buses and operate hoists. The Contractor shall also make available to the WCTA all preventative maintenance inspection records, daily driver inspections, oil analysis test results, and other records as appropriate. Contractor shall fully cooperate with this audit;
- **b.** After the audit the Contractor and the WCTA shall meet to determine a plan and timeline for resolution of defects found during the audit. The Contractor shall furnish the WCTA with a timeline and a specific plan for resolution of deferred maintenance prior to the expiration of the Contract.
- **c.** A second audit shall be conducted within five (5) days of Contract expiration to reexamine every bus and to review work performed since the initial inspection. Records shall be kept and made available to the WCTA documenting items that have been repaired since the initial inspection.
- d. In the event that the Contractor returns WCTA vehicles and equipment to the WCTA with deferred maintenance or damage, the WCTA shall determine the cost to correct such deficiencies and shall withhold said amount from the Contractor's final payment. The WCTA may, at is discretion, use withheld funds to correct and resolve deferred maintenance and damage as necessary to bring the vehicles or equipment into compliance with acceptable standards for transfer to the new contractor.

### MAINTENANCE/STORAGE FACILITY

33. Maintenance/Storage Facility – The WCTA shall provide the Contractor with a maintenance facility for use in dispatching and maintaining vehicles for the fixed route service described in Exhibit C. The maintenance facility is located off PA Business Route 66 North in Hempfield Township Pennsylvania. The Contractor is prohibited from using the WCTA's maintenance facility for any purpose other than the services specified by this Contract.

The WCTA will provide garage equipment necessary to support vehicle maintenance during the term of this contract. The garage equipment to initially be supplied is as identified in Exhibit C. Items may be added to or deleted from Exhibit C as recommended by the Contractor and approved by the WCTA. Any tools or equipment, including individual hand tools of mechanics, not specifically identified in Exhibit C shall be the responsibility of the Contractor.

It shall be the duty of the WCTA to perform major maintenance required on the facility and garage equipment supplied by the WCTA including lighting, signage, and security systems. The Contractor shall be responsible for janitorial services, cleaning of the facility, trash removal, replacement of light bulbs, grass cutting, weed control, and tree trimming. Contractor shall also be responsible for snow removal necessary for safe operation. The Contractor shall be responsible for purchasing any services, tools, supplies, and equipment necessary for the proper completion of the above tasks.

The Contractor shall be responsible for the cost of all utilities including, electricity, gas, water, trash collection, telephone service and internet charges. The utilities will be in the WCTA's name and their actual costs will be deducted from the Contractor's invoices.

The Contractor shall be responsible for the costs of damage to any and all facilities, equipment, fixtures, or buildings provided by the WCTA as a result of the Contractor's negligence or the negligence of the Contractor's employees. All items provided to the Contractor shall be returned to the WCTA at the termination of this Contract in the same condition in which the items were provided, reasonable wear and tear excepted.

The Contractor in its operations is required to comply with all EPA, OSHA, or other governmental regulations and for any fines or penalties imposed for failing to do so.

#### CONTRACTOR PERSONNEL

- 34. Independent Contractor It is agreed that Contractor is, and will remain in all respects, an independent contractor and not the agent or servant of WCTA and it is further agreed that WCTA neither has, nor shall in the future, have the power to hire or fire employees of Contractor nor control the actions of the employees of Contractor. Contractor attests that it is authorized under the laws of the Commonwealth of Pennsylvania to carry out activities as an independent contractor. Contractor agrees to hire and pay employees and shall make all necessary payroll deductions and payments to federal, state, and local governments, and shall make provisions for Workmen's Compensation where it is required.
- 35. General Qualifications For the purposes of this Agreement and interpretation thereof, it is agreed that Fixed- Route Transportation Service is an unusual and specialized function. It is the essence of this Agreement that the passengers be transported regularly, promptly, safely and without interruption or incident. It shall be a primary obligation of Contractor to operate its affairs so that WCTA will be assured of this continuous and reliable service. It is recognized that for the protection of the public, vehicle operators must be of stable personality and of the highest moral character. WCTA places upon Contractor and Contractor agrees to accept the full responsibility of assuring such qualities in personnel. Contractor agrees that it will not knowingly allow any person to drive a vehicle whose moral character is not of the highest level, or whose conduct might in any way expose the public to any impropriety of word or conduct whatsoever, nor shall Contractor allow any person to drive a vehicle who is not physically competent or, at that time, not in a condition of mental and emotional stability.

and discharging personnel in respect to all of the foregoing shall rest entirely upon Contractor.

- 36. **Management and Supervision** The overall management and daily supervision of transportation services provided by Contractor shall be the responsibility of Contractor. Contractor shall meet the following minimum requirements:
  - a. Designate and provide the services of a General Manager who shall provide overall management and supervision of the services to be provided under the terms of this Agreement. The General Manager shall have the appropriate education, five (5) or more years-experience in public transportation operations or equivalent managerial experience deemed acceptable by WCTA, and supervisory skills and experience necessary to effectively manage all of the transportation services to be provided under this Agreement.
    - a. WCTA shall be the sole judge in determining whether or not the General Manager possesses the necessary education, qualifications and experience. The General Manager shall work cooperatively with WCTA in matters relating to service quality, providing operational and other data, responding to comments from passengers and the general public, and responding to specific requests for other assistance as the need arises.
    - b. The office of the General Manager shall be physically located at the facility where the Contractor will operate transportation services and maintain vehicles.
    - c. At all times, the General Manager or a supervisor designated to act for the General Manager shall be available by telephone, email or in person to make decisions regarding day-to-day operations and shall be authorized to act on behalf of Contractor regarding all matters pertaining to the transportation services provided under this Contract.
    - d. Contractor shall assure that any replacements to the proposed General Manager during the term of this Agreement will possess the appropriate and, at a minimum, the qualifications indicated herein.
  - b. Designate and provide the services of a qualified Maintenance Manager who shall be physically assigned responsibility for the maintenance of WCTA vehicles and equipment, including preventative maintenance scheduling, repair supervision, technical training, and other activities as may be necessary to ensure the performance of the Contractor's maintenance duties and responsibilities. The Maintenance Manager shall have the appropriate education, experience in maintaining public transportation vehicles similar to vehicles provided by the WCTA, experience in managing the maintenance function of a diesel bus shop similar in size and complexity to the services herein described and supervising the work of other maintenance personnel.
    - a. The Maintenance Manager assigned to the WCTA shall be approved in advance and in writing by the WCTA. The WCTA shall be the sole judge

in determining whether or not the Maintenance Manager possesses the necessary education, qualifications and experience.

- b. The office of the Maintenance Manager shall be physically located at the facility where the Contractor will operate transportation services and maintain vehicles.
- c. Support Staff Contractor must provide dispatchers and other support staff who have two to three (2-3) years of operating and/or transit experience. All support staff are required to be fully trained and familiar with all contractual and operational requirements relating the provision of services under this Agreement. Contractor must provide support staff responsible for:
  - a. Timely and efficient provision of real-time service, vehicle operator conduct and proper documentation of all service related activity.
  - b. Providing special attention to timely departures from base for any run pull-outs.
  - c. Providing continuous monitoring of communication.
  - d. Answer and respond to telephone calls.
  - e. Basic troubleshooting.
  - f. Scheduling and assigning drivers and vehicles in accordance with the service hour schedules and scheduled trips for each day.
  - g. Responding to customer comments and questions daily.
- d. Maintenance Staff Contractor must provide mechanics, vehicle cleaners, and other maintenance personnel necessary to maintain vehicles and respond to road calls.
- e. WCTA will review the performance of Contractor's managerial staff. If poor performance by any member of the management staff is determined, WCTA reserves the right to require remedial and/or corrective action as well as removal from continuing to provide services under this Agreement for just cause.
- f. WCTA reserves the right to request the removal of any member of Contractor's managerial staff for just cause from assignment at its discretion, provided such request is made in writing and does not violate any laws.
- 37. Key Personnel The Contractor's managerial staff are considered to be essential to the work being performed under this Agreement. Prior to assigning any of these individuals to other duties unrelated to the work and services to be provided under this contract, the Contractor should notify the WCTA reasonably in advance and submit justification and proposed substitutions in sufficient detail to permit evaluation of the impact on the services provided under this Agreement and to determine if substitutions meet the WCTA's minimum qualifications. Contractor is required to provide a replacement for a Key Personnel position(s) within thirty (30) days.

The Contractor's Support Staff and Maintenance Staff are considered to be essential to the work being performed under this agreement. Contractor is required to maintain the staffing level included in the proposal unless approved in advance by WCTA. Contractor is required to provide a replacement for these positions within thirty (30) days.

- 38. Vehicle Operators All vehicle operators shall, at all times during performance of their duties, conduct themselves in a professional manner and operate vehicles safely.
  - a. All vehicle operators shall be neat in appearance, wear a uniform approved by the WCTA and an WCTA provided badge indicating the driver's first name and employee number at all times while on duty. The Contractor shall be responsible for supplying WCTA approved uniforms according to the following requirements:
    - a. The WCTA shall determine the exact articles of clothing including color and style that will comprise the vehicle operator uniform. The Contractor shall be responsible for purchasing the uniforms from a vendor approved in advance by the WCTA;
    - b. The Contractor shall be responsible for providing vehicle operators with short sleeve shirts, long sleeve shirts, pants, and jackets. The above uniforms shall be replaced by the Contractor during the term of this contract as needed to assure that all operators have a clean and neat appearance at all times;
    - c. The WCTA shall provide a hat for each employee that desires one. The hat will be optional; and,
    - d. All uniform shirts must be direct embroidered on the left chest with the WCTA's logo.
    - e. While on duty, drivers shall wear a name tag visible at all times and in the form prescribed by WCTA. The name tag will be supplied by WCTA, and the Contractor is to make arrangements with the WCTA office to have the name tag prepared. Contractor shall collect name tags from drivers who are no longer employed and return them to WCTA.
  - b. At all times during performance of their duties, conduct themselves in a professional manner. Vehicle operators shall greet passengers in a pleasant manner and be sensitive to all passenger needs. Vehicle operators shall minimize conversations with passengers while any vehicle is in motion. Vehicle operators shall assist disabled, elderly, and other needy passengers board/exit the vehicle as necessary. Vehicle operators shall not discuss aspects of the operations and vehicle maintenance with passengers. Political, religious and cultural view points and debates shall not be discussed in the workplace or on vehicles, and especially not with customers.
  - c. Vehicle operators shall not eat, drink, or use tobacco products while their vehicle is in scheduled service, but may eat or drink nonalcoholic beverages on board while their vehicle is on scheduled break or layovers. The use of tobacco products on vehicles shall be prohibited at all times. Contractor will remove the operator from operating a vehicle and or route if such operator uses tobacco at any time onboard a vehicle.
  - d. Vehicle Operators are prohibited from personal use of any cell phones, tablets or other electronic communication devices while driving such as typing, texting or

talking on the phone. Only electronic communication devices authorized for work-related purposes may be used and shall never be used in a manner that would distract from safe operations of the vehicle or for personal purposes.

- e. Vehicle operators, when requested by WCTA, shall distribute notices and surveys to passengers or otherwise render assistance in any promotion, special survey, service monitoring or other special project sponsored by WCTA.
- f. Contractor shall require all vehicle operators to complete daily ridership reports if needed, National Transit Database surveys and collect other data and information as required or requested by WCTA, the Pennsylvania Department of Transportation, the United States Department of Transportation, or the Federal Transit Administration for system monitoring and reporting requirements.
- g. Vehicle operators shall properly collect fares, issue transfers and validate transfers and tickets/passes according to policies and procedures detailed in the WCTA's Operations Manual and any revisions to this manual that may be made, from time to time, by the WCTA;
- h. Operate vehicles safely on routes and according to schedules established by the WCTA;
- 39. Minimum Requirements for Vehicle Operators All Contractor employees, including vehicle operators, maintenance personnel, supervisory and management personnel, that operate any vehicle in performing any and all services on behalf of the WCTA under this Contract shall:
  - a. Possess the proper Commercial Drivers License (CDL) required by the Commonwealth of Pennsylvania to operate such vehicle. The CDL shall be Class B with a "P" endorsement. No "L" restrictions, prohibiting the operation of air-brake equipped vehicles, are permitted on any CDL license. Vehicle operators shall not be permitted to have licenses in more than one state. All vehicle operators shall notify the Contractor of any suspensions, revocations or cancellations of their license. The Contractor shall not permit a driver to operate a bus if the driver has no CDL license and/or more than one license or his license has been suspended, revoked or canceled;
  - b. Have not been convicted of a felony unless approved by the Contractor and the WCTA. Approval will be made on a case-by-case basis;
  - c. Have not been convicted of a misdemeanor involving theft or dishonesty in the last ten years unless approved by the Contractor and the WCTA. Approval will be made on a case-by-case basis;
  - d. Not be allowed to drive a vehicle and transport passengers under 18 years of age if they have a record showing "indicated" or "founded" for child abuse;
  - e. Be suspended from transporting passengers if charged with a felony or a misdemeanor involving theft or dishonesty pending the outcome of the case, unless continued work under this contract is approved by the Contractor and the WCTA. Approval will be made on a case-by-case basis;
- f. Pass a U. S. Department of Transportation physical examination prior to the initiation of this Contract and every two years thereafter;
- g. Not be addicted to the use of alcohol or controlled substances and participate in a substance abuse testing program if required, in accordance with the U.S. Department of Transportation regulations.
- h. Be unacceptable and be permanently eliminated from driving a vehicle under this Contract if one or more or the following exists in the driver's or applicant's personal or professional driving background:
  - a. Two or more chargeable accidents in the last three (3) years.
  - b. One or more type A violations in the last five (5) years. Type A violations are:
    - a. Driving while intoxicated;
    - b. Driving under the influence of drugs;
    - c. Negligent homicide arising out of the use of a motor vehicle;
    - d. Operating during a period of suspension or revocation;
    - e. Using a motor vehicle for the commission of a felony;
    - f. Aggravated assault with a motor vehicle, and;
    - g. Operating a motor vehicle without owner's permission (grand theft).
    - h. Reckless driving;
    - i. Speed contest; and
    - j. Hit and run (BI and PD) driving.
  - c. Any combination of chargeable accidents and type B violations that equal four or more in the last five years (5 years). Type B violations are defined as all moving violations not listed as Type A violations.
- 40. **Minimum Training Requirements for Vehicle Operators** Prior to permitting a driver to operate a vehicle on behalf of the WCTA, the Contractor shall adequately provide orientation, training, including but not limited to, vehicle orientation, safe vehicle operation, passenger relations, fare collection, identification cards, on-time performance, completion of required reports, use of communications equipment, accident/incident and emergency procedures, ADA regulations inclusive of proper operation of vehicle wheelchair lift/ramps, required training concerning the use of drugs and alcohol including over-the-counter/Rx medications, and any other training required by the Contractor, the WCTA, or governmental agency. The Contractor shall retrain drivers in any of the above areas, as needed, due to unsatisfactory performance. Any costs associated with the orientation and training sessions shall be the responsibility of the Contractor. The Contractor shall provide the WCTA documentation that operators have been trained. In addition, the Contractor agrees to the following:

- a. The Contractor shall distribute and review the WCTA's Operations Manual with every vehicle operator prior to permitting the vehicle operators to drive in revenue service of the WCTA. The WCTA reserves the right to revise the Operations Manual throughout the term of this Contract. Contractor shall review any revisions to the Operations Manual with all vehicle operators immediately after any revision is issued by the WCTA;
- b. Vehicle operators that will be required to operate vehicles on the Port Authority of Allegheny County (PAAC) Busways shall meet all training and licensing requirements specified in any agreement between the PAAC and the WCTA regarding the use of Busways. The Contractor shall be responsible for any fees charged by the PAAC for training and licensing required by PAAC;
- c. Contractor shall meet any retraining requirements contained in the agreement between the WCTA and PAAC related to operation of vehicles on PAAC Busways; all operators that operate a vehicle on PAAC; and,
- d. The Contractor shall certify in writing, by name, each individual vehicle operator who has satisfactorily completed all requirements and training courses prior to allowing that individual operator to operate a bus in revenue service by completing and submitting a Vehicle Operator Training report (Form 2.6) to the WCTA.
- 41. Minimum Requirements for Maintenance Personnel All maintenance personnel assigned to work on WCTA owned vehicles shall have:
  - a. A thorough knowledge of Diesel and CNG engines, automatic transmissions, electronic engine and transmission diagnostic equipment and systems, air brake systems, air conditioning systems, electrical systems, vehicle chassis and bodies, and related bus mechanical systems and equipment;
  - b. Knowledge of the general methods and procedures used in servicing and repairing mechanical equipment, including the use of tools, precision instruments, and equipment used in the general repair and maintenance of vehicles and equipment provided by the WCTA;
  - c. Knowledge of specialized bus systems and equipment including wheelchair lifts and wheelchair tie-down systems, bus camera systems;
  - d. The skills and experience necessary to conduct preventative maintenance inspections and complete associated paperwork; and,
  - e. The ability, skill, and experience to inspect, diagnose problems, and repair WCTA vehicles and equipment, including the general and specialized bus components and systems.
- 42. Training Requirements for Maintenance Personnel The Contractor agrees that only properly trained mechanics will be used by the Contractor to maintain and service the vehicles. The Contractor shall provide technical training for all maintenance personnel necessary to ensure a consistent level of current knowledge in the maintenance and repair of WCTA vehicles, including air conditioning systems, wheelchair lifts and other ancillary Equipment. It is further agreed that the WCTA may require Contractor maintenance

personnel to receive training in the proper care of all new or replacement WCTA owned vehicles.

- 43. **Personnel Reporting Requirements** The Contractor shall provide the WCTA with the following information and records concerning Contractor personnel:
  - a. A list of all vehicle operators, including maintenance and supervisory personnel, who will operate any vehicle while providing fixed-route, special or other service on behalf of the WCTA. This list shall include the name, address, date of hire, date of birth, and the Pennsylvania Department of Transportation Bureau of Motor Vehicles Class number and CDL license number. This information shall be submitted no later than 10 working days prior to the effective date of this Contract. The Contractor further agrees to provide the WCTA with an updated list of Contractor's vehicle operators if such personnel change during the term of this Contract.
  - b. The Contractor shall request a Criminal Record Check from the Pennsylvania State Police prior to the employment and annually for any person who drives a vehicle and transports passengers on behalf of the WCTA. The Contractor shall provide the WCTA with a list of the Contractor's employees who have or will drive a vehicle and transports passengers on behalf of the WCTA and make a copy of the Criminal Record Check for each employee on the list available for review. This information shall be submitted no later than 10 working days prior to the effective date of this Contract. The Contractor shall submit to the WCTA an updated list and make a copy of Criminal Record Checks available for review.
  - c. The Contractor shall request a Pennsylvania Child Abuse History Clearance from the Childline and Abuse Registry, Pennsylvania Department of Public Welfare prior to the employment and annually for any person who drives a vehicle and transports passengers on behalf of the WCTA. The Contractor shall provide the WCTA with a list of Contractor employees who have or will drive a vehicle and transport passengers on behalf of the WCTA and make a copy of the Child Abuse History clearance for each employee on the list available for review. This information shall be submitted no later than 10 working days prior to the effective date of this Contract. The Contractor shall submit to the WCTA an updated list and make a copy of Child Abuse History Clearance available for review.
  - d. The Contractor shall request the Motor Vehicle Record from the Pennsylvania Department of Transportation prior to the employment and annually for any person who drives a vehicle and transport passengers on behalf of the WCTA. The Contractor shall provide the WCTA with a list of Contractor employees who have or will drive a vehicle and transport passengers on behalf of the WCTA and make a copy of the Motor Vehicle Record for each employee on the driver's list available for review. This information shall be submitted no later than 10 working days prior to the effective date of this contract or the effective date of any extension of this contract. If there are any changes to the driver list submitted by the contractor after the initial contract effective date or the effective date on any extension of this

contract, the Contractor shall submit to the WCTA an updated list and make copies of Motor Vehicle Records(s) available for review.

- 44. **Confidentiality** No information or records on Contractor employees will be released by the WCTA without the written approval of the employee or if required by a court order or subpoena.
- 45. Transit Employee Protective Provisions The Contractor agrees to carry out the work under this Contract in compliance with the terms and conditions determined by the United States Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. Section 5333(b), the United States Department of Labor guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the United States Department of Labor to the Federal Transit Administration applicable to the WCTA's projects from which federal assistance is provided to support the work under this Contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that United States Department of Labor letter. Past and current federally funded projects have been certified by the United States Department of Labor by incorporating the Section 13(c) (now Section 5333(b)) Agreement, attached to this Contract as Exhibit F, into the The WCTA WCTA's grant agreements with the Federal Transit Administration. anticipates that future certification letters required throughout the term of this Contract will also incorporate this agreement. In addition, the Contractor will cooperate fully in any negotiation by the WCTA and will take all such other action reasonably requested by the WCTA, in connection with obtaining any other Section 5333(b) certifications during the term of the Contract and will abide by and carry out all obligations and duties imposed on the WCTA by such other certifications.

This Contract may also be financed in part with federal assistance authorized by 49 U.S.C. Section 5311. The Contractor agrees to comply with the terms and conditions of the Special Warranty for the Non-Urbanized Area Program agreed to by the United States Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by the United States Department of Labor or any revision thereto.

The Contractor will be financially and administratively responsible for, and will indemnify, defend and hold harmless the WCTA and the Board of Directors from and against, any losses (including a loss in or a delay in receiving Federal funds), liabilities, claims and expenses (including, without limitation, any reasonable attorneys' fees) incurred by the WCTA to the extent arising from Contractor's violation or non-compliance with any Section 5333(b) certifications covered by this paragraph.

The Contractor also agrees to include any applicable requirements in each subcontract involving transit operations financed in whole or in part with federal assistance provided by the Federal Transit Administration.

Vehicle operators and maintenance personnel are represented by Local 1738 of the Amalgamated Transit Union (ATU) of Latrobe Pennsylvania. The Contractor shall offer employment to all members of ATU Local 1738 who are currently employed by the

WCTA's current contractor and shall honor the general terms and conditions of any labor agreement in effect on the date this contract begins until such time that a new agreement is reached between the Contractor and Local 1738. The current labor agreement is provided in Exhibit F.

- 46. **Disciplinary Action Policy** Contractor is expected to develop a Disciplinary Action Policy, which indicates what steps will be taken in the event of unsatisfactory performance by its employees. The policy must include steps for remediation and retraining. The Disciplinary Action Policy must be submitted to WCTA before contract start up.
- 47. **Removal of Employees** Promptly upon the written demand of WCTA, Contractor shall remove from activities associated with this Agreement any employees whom WCTA considers unsuitable for such work, provided such request does not violate any laws.
- 48. ERISA The Contractor shall comply with the provisions of the Employee Retirement Income Security Act of 1974, as amended, with respect to each of its employee benefit plans. The Contractor shall supply the WCTA with such information concerning the status of each of the Contractor's employee benefit plans, as the WCTA shall reasonably request.
- 49. Labor Disputes If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this Contract, the Contractor immediately shall give notice, including all relevant information, to the WCTA.
- 50. Equal Employment Opportunity Contractor shall develop and implement an Equal Employment Opportunity and Affirmative Action Programs as required by federal, state and local law.
- 51. Hours of Service Contractor must maintain records of hours worked by all public transit bus drivers, including the name of the driver, shift start and end times and dates, as well as drive start and end times and dates.

#### SAFETY

52. Safety Program – Contractor shall assume full responsibility for assuring the safety of passengers, personnel, and members of the public, and for assuring that vehicles and equipment are properly maintained throughout the term of this Agreement. In this regard, Contractor shall develop and implement an ongoing comprehensive safety program. The safety program shall, at a minimum, meet all applicable federal, state, and local regulations. Contractor shall require all vehicle operators, supervisors, dispatchers, mechanics, and managers to participate in the safety program. WCTA reserves the right to participate in the Safety Program, including but not limited to attending meetings, content development, accident investigation and follow up. Further, WCTA reserves the

right to employ third party or neutral safety evaluators. The safety program shall be submitted to WCTA for approval prior to beginning service under this Agreement. The safety program shall address the following:

- a. Safety Review and Accident Prevention The program shall include provisions to regularly review all aspects of the operation to ensure that the service being provided meets the highest level of safety standards. This shall include audits of vehicles, accident prevention programs, safety meetings, and follow-up of findings. Also, as required by PennDOT to further ensure safety of drivers and passengers, each transit driver must receive periodic fatigue awareness training and a record of driver hours worked must be maintained for five (5) consecutive years and include driver's name, shift date, shift start and end times, and drive (revenue service) start and end times.
- Emergency Preparation Contractor shall develop procedures and provide training programs to address all types of emergency situations including, but not limited to, accidents, crime/security incidents, terrorism, and inclement weather.
- c. Accident/ Incident Response and Reporting Contractor shall develop and implement procedures to respond to and report all accidents and incidents including, but not limited to, vehicle accidents, passenger injuries, disturbances on vehicles, employee injuries, and lift failures on in-service vehicles. All traffic accidents involving WCTA vehicles are to be reported within one hour to the appropriate police unit, as well as WCTA. All reports and incident responses must be filed with WCTA within 24 hours. A record of each accident or incident must be maintained for five (5) consecutive years and include time and any causal factor(s) and must include other requirements for accident reporting contained in 49 CFR 390.15(b). Contractor is also required to report all major mechanical failures and other mechanical failures as part of their monthly report/invoice.
- d. Accident Investigation, Rating and Follow-up Contractor shall develop procedures to investigate, review and rate each accident to determine if the accident could have been prevented utilizing the National Safety Council definition of preventability. In addition, this review shall establish the need for any corrective training, operating guideline revision, or maintenance procedure revision.
- e. ADA Requirements Contractor's safety program shall include provisions for meeting the Americans with Disabilities Act (ADA) public transit requirements, including policies, regulations and training of all vehicle operators in the safe use of all ADA vehicle equipment. Requirements shall include the operation of the wheelchair lift equipment, wheelchair tie-down procedures, wheelchair lift standee policies, boarding and securing of mobility devices, service animal regulations, and disability awareness training.
- f. Drug and Alcohol Testing Program Contractor agrees to establish and implement a Drug and Alcohol Testing Program that complies with 49 CFR Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, or WCTA, to inspect the facilities and records associated with the implementation of the Drug and Alcohol Testing

Program as required under 49 CFR Part 655 and to review the testing process under 49 CFR Part 40. Contractor shall have a written Drug and Alcohol Testing Policy along with detailed procedures for implementing this policy including the identification of any third-party administrator, scope of work that the administrator will perform on behalf of Contractor, and employee training certifications, for review and approval of WCTA prior to beginning service under this Agreement and shall provide any updates thereto during the term of this Agreement. Contractor agrees further to certify annually its compliance with Parts 655 and to submit an original signed copy of the annual Federal Transit Administration (FTA) Management Information System (MIS) Drug and Alcohol reports no later than February 15 of every year to WCTA.

The Contractor will be financially and administratively responsible for, and will indemnify, defend and hold harmless the WCTA and the Board of Directors from and against, any losses, liabilities, claims and expenses (including, without limitation, any reasonable attorneys' fees) incurred by the WCTA to the extent arising from Contractor's violation or non-compliance with any certifications covered by this paragraph.

### AGENCIES' DUTIES AND RESPONSIBILITIES

- 53. Advertising, Media Inquiries and Promotion WCTA shall be the official source for the issuing of all press releases and marketing activities. WCTA shall respond to all media inquiries. All media inquiries received by Contractor shall be referred to WCTA's Executive Director.
- 54. Communication with Vehicle Operators/Other Contracted Employees WCTA shall have the right through its authorized representatives to communicate directly with Contractor's vehicle operators or other employees during hours of service operation to obtain general information.
- 55. Service Planning and Administration WCTA is responsible for all planning activities relative to WCTA service, days and hours of operations, preparation of planning documents, budgets, grant applications and related documentation, and other such activities relative to overall system administration. Contractor is expected to provide feedback, data and pinpoint possible problems, ideas, and operator feedback regarding routing and other items mentioned above. Contractor shall be proactive and reactive to the needs of service planning and the delivery of services. The failure of WCTA to perform its obligation under this paragraph, however, shall not constitute a default under this agreement.
- 56. Vehicles, Equipment and Tools WCTA shall lease to the Contractor the vehicles, equipment, and tools listed in Exhibit C. The Contractor agrees that all items listed in Exhibit C shall be used only for activity directly related to the transportation services covered by this Contract.

- 57. Schedules, Passes, Tickets and Identification Badges The WCTA shall prepare, print, and provide to the Contractor all schedules, passes, tickets, tokens, Identification Badges and like materials. Contractor shall distribute and disseminate such materials in accordance with the provisions of this Contract and any directions supplemental thereto provided by the WCTA
- 58. Repair Parts, Tires, Wheels, Fuel, Oil and Other Fluids The WCTA shall purchase all repair parts, vehicle maintenance supplies, vehicle cleaning supplies, tires, wheels, fuel, oil, automatic transmission fluid, engine coolant, washer fluid, and other oils or lubricants necessary for the operation and maintenance of WCTA vehicles. The Contractor shall assist the WCTA in purchasing such items including recommending the type, quantity of items to be purchased, and vendor(s) and securing quotations or bids. The Contractor shall follow the WCTA's policies for assuring free and open competition in the purchase of goods and services when requesting these items and provide documentation to WCTA that these policies were followed. The purchase of parts and other repair items needed to repair WCTA vehicles damaged due to accidents shall be the responsibility of the Contractor.
- 59. Outside Repairs If approved in advance and in writing by the WCTA, the WCTA shall pay for the actual cost of replacement parts and labor for vehicle repairs performed by other qualified vehicle repair and maintenance companies, when such repairs require specialized skills, knowledge, tools or facilities that are beyond the capabilities of the Contractor's personnel or the WCTA's maintenance facilities. The Contractor shall assist the WCTA in identifying, recommending, and requesting quotations from qualified vehicle repair and maintenance companies. The Contractor shall follow the WCTA's policies for assuring free and open competition in the purchase of goods and services when requesting these items and provide documentation to WCTA that these policies were followed. Outside repairs needed to repair WCTA vehicles damaged due to accidents shall be the responsibility of the Contractor.
- 60. Fareboxes and Farebox Parts The WCTA shall provide mechanical or electronic registering fareboxes on all WCTA owned vehicles. The WCTA shall purchase parts for repairing fareboxes or other fare collection equipment as requested by the Contractor. The Contractor shall be responsible for all farebox repairs needed to keep all fareboxes in proper working order in accordance with the farebox manufacturer's recommendations and requirements.
- 61. Electronic Destination Signs The WCTA shall be responsible for programming all electronic destination signs. The Contractor shall be responsible for the repair of all destination signs in accordance with the manufacture's recommendations and requirements.
- 62. Advertising WCTA reserves the right to use and/or sell the interior and exterior advertising space on and in WCTA owned vehicles. Contractor shall cooperate with

WCTA and its advertising contractor in the coordination, installation and removal of advertising from WCTA's vehicles.

## CONTRACTOR PERFORMANCE

- 63. **Performance Standards** The Contractor will perform all transit services required by the Contract according to the performance standards set forth below. The performance standards shall apply to both the fixed-route and special services. Failure by the Contractor to meet these standards may result in the WCTA assessing an appropriate liquidated damage amount for each incident of non-compliance.
  - a. <u>Vehicle Maintenance Standards</u> The WCTA's maintenance requirements do not refer solely to the task of performing normal preventive maintenance tasks on a specified schedule, but rather that the task is done well and that the operation of the bus and all Equipment on board the bus is in fact operable and reliable when in-service. The Contractor is responsible for performing the following maintenance on a bus by bus basis:
    - i. Completing all preventive maintenance inspections within 1,000 miles of the scheduled mileage interval;
    - ii. Making timely repairs to vehicles as soon as possible after problems are identified. Vehicles shall not be out of service for extended lengths of time due to routine mechanical breakdowns. The Contractor shall inform the WCTA of any vehicle that has been out of service for more than fourteen (14) days and present a plan for timely repairing the vehicle for the WCTA's review;
    - iii. Maintaining the heating and air conditioning systems so that they are fully operable at all times to assure that the interior bus temperature is comfortable for passengers regardless of weather conditions;
    - iv. Repairing major vehicle body damage (interior or exterior) within twentyone (21) days of occurrence;
    - v. Repairing minor vehicle body damage (interior or exterior) such as scratches or damage to decals within sixty (60) days of occurrence;
    - vi. Replacing or repairing seat damage within forty-eight (48) hours of occurrence; and,
    - vii. Repairing ADA required Equipment within forty-eight (48) hours of occurrence. This Equipment includes:
      - 1. Public address (PA system);
      - 2. Destination sign;
      - 3. Stop Request sign;
      - 4. Passenger pull cord, signal tape, or buttons;
      - 5. Wheelchair lift Equipment;
      - 6. Wheelchair tie-down and securement Equipment; and,
      - 7. Required ADA signage and decals.

- viii. Ensuring that all buses placed in revenue service meet safety standards. This includes the following systems as detailed in Exhibit E:
  - 1. Brakes;
  - 2. Steering components;
  - 3. Emergency exits/doors/windows;
  - 4. Radios or cellular telephones; and,
  - 5. Other conditions required by Federal or State regulations.
- b. <u>Operating Standards</u> The following performance requirements apply to the fixed-route bus operations:
  - i. Maintaining on-time performance within zero (0) minutes early and six (6) minutes late of scheduled times;
  - ii. Completing scheduled trips in their entirety; and,
  - iii. Operating routes in accordance with the established routes (operating according to the correct route, serving all designated stops).
- c. <u>Vehicle Cleanliness</u> Contractor shall maintain WCTA vehicles in a clean and neat condition at all times. The Contractor is responsible for the following:
  - i. Daily cleaning of the interior of the vehicles;
  - ii. Daily cleaning of the exterior of the vehicles; and,
  - iii. Major detailed interior cleaning once per week.
- d. <u>ADA Compliance</u> Contractor shall meet the ADA requirements. The Contractor is responsible for the following:
  - i. The use of mobility devices to board passengers;
  - ii. Properly boarding passengers who request to stand on the wheelchair lift platform to be lifted into the bus;
  - iii. Properly securing wheelchair passengers in the wheelchair tie-down positions; and,
  - iv. Making the required announcements of stops on the bus PA system.
- e. <u>Safety Requirements</u> Reporting all passenger or vehicle accidents to WCTA, as soon as possible, but no later than one (1) hour after the occurrence and following up with required detailed written accident report within three (3) days.
- f. <u>Reporting</u> Submitting required reports and documentation by the required deadlines as outlined in Exhibit E.
- g. <u>Maintenance Facility</u> Contractor shall maintain the WCTA maintenance facility in a clean, neat, and organized condition at all times. The Contractor is responsible for the following:
  - i. Providing janitorial services in the office portions of the facility
  - ii. Removing all trash from the building
  - iii. Keeping the garage areas organized and clean
  - iv. Keeping the grass and weeds cut to an acceptable level
  - v. Maintaining landscaping and storm water control areas
  - vi. Trimming all trees on the property as necessary
  - vii. Removing snow and applying ice control as necessary

h. <u>Uniforms</u> - Contractor shall ensure that all vehicle operators are neat in appearance, wear an approved uniform, and wear an WCTA provided identification badge at all times while on duty.

### **RECORD KEEPING AND REPORTING**

- 64. General Requirements Contractor shall keep all records and data pertinent to the provision of services described in this Agreement, separate and apart from all other services provided by Contractor. Contractor shall provide:
  - a. Financial, operating, and any other data necessary for WCTA to accurately complete the annual National Transit Database (NTD) Report and other reports required by the Federal Transit Administration, the Pennsylvania Department of Transportation, and/or other funding agencies;
  - b. All information necessary to submit completed and accurate grant applications, quarterly reports, DBE reports, and other reports that may now or in the future be requested by the Pennsylvania Department of Transportation, the United States Department of Transportation, the Federal Transit Administration, Westmoreland County, and other governmental bodies and funding sources; including without limitation all information necessary to report information as required under Pennsylvania Act 44.
  - c. Information and other data documenting Contractor's actual cost of providing specific goods and services, including both capital and operating costs.
  - a. Cost of Contractor owned maintenance equipment, partially or wholly utilized to maintain WCTA vehicles.
  - b. The total WCTA vehicle miles and vehicle hours compared to the total vehicle miles and hours operated by the Contractor in all services expressed as a percentage; and,
  - c. Financial information necessary to document Pennsylvania Department of Transportation reports and FTA Preventative Maintenance costs.
- 65. Audit and Inspection by Governmental Agencies Contractor understands that the business conducted under the terms of this Agreement is subject to audit by the Commonwealth of Pennsylvania and the United States Department of Transportation and their designated representatives at any time during the term of this Agreement or at a later date established by the Commonwealth and/or the United States Department of Transportation. Both parties shall agree to abide by any audit findings in terms of refunds or payments due. Any payments or refunds due by or to Contractor shall be paid in full within sixty (60) days of the audit findings. If Contractor is not in agreement with the results of an audit performed by WCTA or any funding agency of WCTA, Contractor may appeal to WCTA following the Protest Procedures contained in Part I, Section J of the RFP.
- 66. **Records Retention** All records pertaining to the operation and maintenance as well as ridership, transfers, fares, expenses and the like shall be retained by Contractor for five

(5) years after the termination of this Contract and shall be accessible to WCTA and duly authorized representatives of WCTA, the Pennsylvania Department of Transportation, and the Federal Transit Administration, and any and all local funding agencies, including Westmoreland County and such other cities, boroughs, townships, or municipalities as may desire financial information. Said records shall be kept separate and apart from all other services provided by Contractor. All original vehicle maintenance records for WCTA owned vehicles must be forwarded to WCTA at the end of the contract and copies of all such files must remain on file with Contractor for the time period state above.

- 67. **Open Records** In compliance with Pennsylvania's Right to Know Law, all information within Contractor's proposal and contained within this contract document or attached, including financial information of a Contractor may be provided as a public record as required by law.
- 68. Review, Monitor, and Report Contractor and Sub-Contractor Fraud and Abuse The WCTA and its contractor shall abide by and implement the following provisions as issued by the Commonwealth of Pennsylvania for the Medical Assistance Transportation Program (MATP).
  - a. **Obligation to screen for Medical Assistance Excluded Providers -** The WCTA is prohibited from contracting with carriers (volunteers or professionals), any person with an ownership or controlling interest, or who is a managing employee who have been terminated from the MA program by HHS-OIG or the Department for fraud or abuse. In accordance with Section 1128(a)(1) and 1932(d)1 of the Social Security Act and 42 CFR 438.610, and other applicable statutes and regulations, the WCTA shall not participate with any Consumer's or entity that has been excluded from participation in Federal health care programs. Federal health care programs include Medicare, Medicaid, and all other plans and programs that provide health benefits funded directly or indirectly by the United States government. A searchable database of persons excluded from participation can be found at <u>www.exclusions.oig.hhs.gov</u>.

The Contractor shall search the database at least monthly and immediately notify the WCTA, in writing, if a provider or subcontractor with whom the Grantee has entered into an agreement is subsequently suspended, terminated, or voluntarily withdraws from participation in the program as a result of suspected or confirmed fraud or abuse. The Contractor shall also immediately notify the WCTA, in writing, if it terminates or suspends an employee because of suspected or confirmed fraud or abuse. The Contractor shall inform the WCTA, in writing, of the specific underlying conduct that lead to the suspension, termination or voluntary withdrawal. The Contractor shall also notify the WCTA if it recovers overpayments or improper payments related to fraud, abuse or waste of MA funds from non-administrative overpayments or improper payments made to network providers, or otherwise takes adverse action against a provider.

- b. Obligation of the Contractor to Disclose Information on Ownership and Control - The WCTA must collect information on the ownership and control of any contractor and/or subcontractor. Specifically, the Contractor must:
  - a. Collect the name, address, Date of Birth and Social Security Number of each person with an ownership or controlling interest in any provider, subcontractor and/or supplier, in which it has direct or indirect ownership of five percent or more. The address for corporate entities must include as applicable primary business address, every business location, and P.O. Box address
  - b. Disclose whether any of the persons named is related to another as spouse, parent, child, or sibling
  - c. Disclose the name of any other provider or contractor receiving funding from the medical Assistance Transportation Program in which a person with an ownership or controlling interest in the Contractor has an ownership or controlling interest
- c. Obligation of the Contractor to Disclose Information on Ownership and Convictions – The Contractor must furnish full and complete information about any person who has ownership or controlling interest in the provider or its agent or managing employee of the provider; and has convictions of a criminal offense related to that person's involvement in any program under Medicare, Medicaid, or the Title XX services program since the inception of those programs.
- d. Obligation to Furnish Upon Request the Information Related to Business Transactions Totaling More Than \$25,000 The Contractor must furnish full and complete information about the ownership of any subcontractor with whom the Contractor has had business transactions totaling more than \$25,000 during the 12-month period ending on the date of the request; and any significant business transactions between the Contractor and any wholly owned supplier, or between the Contractor and any subcontractor, during the five-year period ending on the date of the request

#### PAYMENT

- 69. Costs Included in the Price per Revenue Hour The Contractor shall be required to supply and pay for all administrative, operating and maintenance costs not specifically identified as being the responsibility of the WCTA in this agreement including, but not limited to, all necessary labor, vehicle repairs due to accidents, outside repairs not authorized in advance and in writing by the WCTA, insurance, services, janitorial supplies, utilities, office supplies, capital assets not supplied by the WCTA, and all other expenses for the proper fulfillment of this Contract.
- 70. Prompt Payment of Subcontractors, Vendors, and Suppliers The Contractor agrees to pay each subcontractor, vendor, supplier under this Contract for satisfactory

performance of its contract no later than thirty (30) days from the receipt of each payment the Contractor receives from the WCTA. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the WCTA. This clause applies to both DBE and non-DBE subcontractors.

If the Contractor has not made payments to subcontractors in compliance with the above paragraph, the WCTA shall consider the Contractor in Breach of Contract and may elect to make payments directly to the subcontractors(s) on the Contractor's behalf and deduct any such payments from the amount due to the Contractor.

- 71. Taxes WCTA is exempt from many taxes including fuel taxes, sales and use taxes, and others. Contractor shall cooperate with WCTA in establishing a system or systems to avoid the payment of all taxes and to allow WCTA to recover all taxes paid. Any and all tax rebates related to this contract with WCTA, including any refunds or rebates received by Contractor, shall belong to WCTA.
- 72. Equipment Lease The Contractor agrees to pay to the WCTA the sum of \$12 per month for the use of the equipment listed in Exhibit C that shall be deducted from the WCTA's monthly reimbursement to the Contractor. Any additions or deletions to the equipment listed in Exhibit C shall not change this monthly lease charge.
- 73. Payment to the Contractor Payment to the Contractor shall be made as follows:
  - a. The WCTA shall reimburse the Contractor for each revenue service hour provided at a rate of \$75.36 per revenue service hour for the fiscal year of July 1, 2018 through June 30, 2019. This rate includes \$74.87 for service and \$0.49 for start-up costs. The Contractor and the WCTA agree to negotiate any future increases in this rate for each fiscal year of the agreement. Negotiations will take place during the months of April and May each year. If the WCTA and the Contractor cannot agree on a rate by the end of May, the Contractor agrees to continue to provide service at the current rate until December 31<sup>st</sup> of that year, at which time this agreement will terminate.
  - b. A revenue hour of service is defined as that period beginning with the time that any bus departs from the first scheduled stop and continuing thereafter until the last scheduled stop. Revenue hour of service does not include deadhead time, changing routes, down time for road-calls, road tests, fueling, vehicle inspections, driver training, missed trips, driver shift preparation, close-outs, and breaks, but may include layover or recovery time built into route schedules by the WCTA. For other special shuttle services and WCTA promotions involving the use of WCTA vehicles within the WCTA's service area, revenue hour of service shall be defined as the time the vehicle leaves the WCTA's maintenance facility until the time the vehicle returns to the WCTA's maintenance facility. A revenue hour of special service does not include deadhead, down time for road-calls, driver preparation time or closeout time, and breaks. The WCTA and the Contractor,

prior to providing any new services not specifically defined herein, shall mutually determine revenue hours for all new services prior to any new service being provided. If the WCTA makes changes in regular scheduled fixed-route service that results in an increase or decrease in annual scheduled revenue hours of fifteen percent (15%) or more, the hourly rate may be changed. Contractor and WCTA shall negotiate any such change in the rate per revenue hour.

- c. The Contractor shall provide the WCTA with a monthly invoice and reports of operation by the tenth (10th) day of the month following each month and all related supplemental supporting documentation for the amount due.
- d. Payment for services rendered shall be made monthly. The WCTA agrees to process undisputed invoices within thirty (30) days of receipt. Contractor agrees to provide all documentation necessary to verify the amount invoiced. In the event WCTA reasonably disagrees with any invoice, it shall notify Contractor of the reasons for the dispute as promptly as possible. The parties shall use good faith efforts to resolve any disputes prior to the date the invoice is due and payable. Should WCTA fail to pay undisputed amounts as set forth in this Contract, in addition to whatever rights Contractor may have at law or in equity, Contractor has the right to declare the Contract terminated upon sixty (60) days written notice and to take such other steps as it may deem appropriate. Payments made during the term of the Contract must represent a conditional release of funds with final determination of justified funding to be based on an audit annually and at the close of the contract.
- e. The WCTA may withhold payment or portions of the payment if WCTA determines that the WCTA has incurred liquidated damages as listed in Exhibit B, and WCTA has provided Contractor with notice of such liquidated damages prior to withholding the amounts from a payment.

## INDEMNIFICATION AND INSURANCE

#### 74. Indemnification

- a. Contractor agrees to hold harmless WCTA (WCTA's officers, board members, and employees, Westmoreland County, the Pennsylvania Department of Transportation, the Federal Transportation Administration, local governments and the United States Department of Transportation of and from all claims, actions, or causes of action of any kind filed or which may be filed by all employees of Contractor.
- b. Contractor agrees to indemnify and hold harmless WCTA (WCTA's officers, board members and employees, Westmoreland County, the Pennsylvania Department of Transportation, the Federal Transportation Administration, local

governments and the United States Department of Transportation for any and all any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including court costs and attorney's fees, arising out of, in connection with, or resulting from Contractor's actions or failures to act and out of or in connection with loss, damage, theft, or injury by any means to any property of Contractor or of any third person, which said property may be or may have been in or on the vehicles or other equipment of WCTA, whether or not such damage was caused by the agents or employees of Contractor. This indemnity provision includes, but is not limited to, any action or claims resulting from the following:

- a. Accident, injury, death, loss, or damage, to any person or property, or other economic loss or claimed liability to the extent caused by, resulting from, connected with or arising out of the negligence, acts, or omissions of Contractor, its officers, directors, employees, agents or subcontractors;
- b. Violation of any statute, ordinance, administrative order, rule, regulation or order of any governmental body or any order or decree of any court or other tribunal applicable to the operation of the transit system contemplated herein including, but not limited to, all State and Federal environmental laws and regulations, Motor Vehicle laws and regulations, Title VI of the Civil Rights Act, Title VII of the Civil Rights Act, Disadvantaged Business Enterprise (DBE), American with Disabilities Act (ADA), labor laws and regulations, and other laws and regulations for actions undertaken by Contractor in this Agreement; and,
- c. Infringement of any patent, trademark, or intellectual property right, or violation of any State or Federal patent, trademark, or intellectual property law; provided, however, that Contractor's indemnity shall not cover any claims or losses arising from or related to the alleged infringement of any patent, trademark, copyright or similar property right regarding any logo, mark, insignia, advertising, or marketing materials provided to Contractor by WCTA.
- 75. **Insurance** The Contractor shall maintain such insurance as will protect the Contractor from claims under Workmen's Compensation laws, disability benefit laws or other employee benefit laws; from claims for damages because of injury, sickness, disease, or death of any person(s) other than his employees; and from claims for damages to property, any or all of which may arise out of or result from the Carrier's operations under this Contract, whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor for whose acts any of them may be legally liable. The Contractor agrees to carry the following minimum insurance coverage throughout the term of this Contract:
  - a. Workers compensation coverage as required by law;
  - b. General Liability coverage including employer's liability, of no less than \$1,000,000 Combined Single Limit (CLS) or \$1,000,000/\$1,000,000
    bodily injury and \$1,000,000 property damage Split Limit Policy (SLP);

- c. Auto Liability coverage of no less than \$1,000,000 Combined Single Limit (CLS) or \$1,000,000/\$1,000,000 bodily injury and \$1,000,000 property damage Split Limit Policy (SLP), hired and non-owned coverage, uninsured/underinsured motorist coverage of no less than \$1,000,000/\$1,000,000 unstacked, and Pennsylvania Basic First Party Benefit (PA Act 6) of no less than \$5,000 medical payments;
- d. Follow Form Umbrella Liability insurance of no less than \$5,000,000 per occurrence or \$5,000,000 aggregate;
- e. If not provided by the WCTA, physical damage coverage written on an All Risk Inland Marine Form for all Equipment, except motor vehicles, listed in Exhibit C, and;
- f. Comprehensive fire, theft and collision coverage for all motor vehicles listed in Exhibit C based on the value of such vehicles as shown in Exhibit C and up-dated from time to time by the WCTA. The deductible of collision and comprehensive coverage shall be no more than \$10,000 per occurrence.
- 76. Additional Insured Contractor shall name Westmoreland County Transit Authority, its representatives and employees, Westmoreland County, the Pennsylvania Department of Transportation, the United States Department of Transportation, and the Federal Transit Administration as an additional insured on all policies pertinent to the provision of services described in this Agreement. The WCTA shall be listed as loss payee for WCTAowned vehicles. Pursuant to ISO General Liability Endorsement Form CG20-10-11-85 (or substitute form providing equivalent coverage) or on the combination ISO CG20-10-01-0 and CG20-37-10-01 (or substitute forms providing equivalent coverage) including a Waiver of Subrogation on the General Liability portion. The Contractor shall also name the Port Authority of Allegheny County as a named additional insured for the Contractor's full limits of coverage on a primary basis for occurrences arising out of the operation of vehicles on the Port Authority of Allegheny County Busways as permitted in the agreement between the Port Authority of Allegheny County and the WCTA. No later than ten (10) days before starting operations of the transit service, certificates of such insurance, acceptable to the WCTA, shall be filed with the WCTA and shall contain a provision that the policy will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to the WCTA. The Contractor shall provide a certified copy of the Contractor's Insurance Policy to the WCTA within thirty (30) days after the signing of this Contract and within thirty (30) days of any renewal or change to the Contractor's policy.
- 77. Claims Information and Loss Runs Contractor shall make available to WCTA, through its records or the records of their insurer, information regarding a specific claim. Any loss run information available from Contractor or their insurer will be made available to WCTA upon request.

### CANCELLATION AND AMENDMENT

- 78. Termination for Convenience See Attachment 1 (Required Clauses & Certifications). WCTA may terminate this agreement for convenience and without cause upon 30 days written notice to the Contractor. Upon such termination for convenience, Contractor shall be entitled to payment, in accordance with the payment provisions, for services rendered up to the termination date and WCTA shall have no further obligations to Contractor. Contractor shall be obligated to continue performance of contract services, in accordance with this contract, until the termination date and shall have no further obligation to perform services after the termination date.
- 79. Termination for Default Either party may terminate this Agreement for default, in accordance with this paragraph, if the other party fails to perform a material requirement of this Agreement in a timely manner and in accordance with the other provisions of this Agreement. Prior to termination for default, the non-defaulting party shall give the defaulting party a Notice of Default setting forth the circumstances of the default. The defaulting party shall have thirty (30) days to cure such default (measured from the defaulting party's receipt of the Notice of Default). If the defaulting party fails to cure the default before the expiration of the thirty (30) day cure period, the Agreement shall be terminated upon the expiration of the cure period and the non-defaulting party shall not be found in default for events arising due to Force Majeure.
- 80. **Contract Amendment** This Agreement may be amended upon mutual consent by both parties, Contractor and the Agencies, and must be confirmed in writing.
- 81. Breach or Non-Compliance with Contract WCTA shall have the right to inspect vehicles and other assets supplied by them and/or investigate operations at any time to determine compliance with the Agreement standards and if WCTA should find any breach of Contract or noncompliance with the Agreement or with any rules or regulations pertaining to the same, WCTA shall notify Contractor within five (5) days thereafter and if action to correct such noncompliance is not undertaken within three (3) days thereafter and completed within ten (10) days thereafter, this Agreement may, at the option of WCTA, be canceled.
- 82. Notice Requirement In all matters pertaining to this Agreement or to any dispute arising hereunder, both parties hereby appoint the following to represent them in all negotiations, discussions, and other matters related to this Contract and all notices and correspondences to WCTA shall be addressed as follows:

Executive Director Westmoreland County Transit Authority 41 Bell Way Greensburg, PA 15601 All notices and correspondences to Contractor shall be addressed as follows: National Express Transit Corporation 2601 Navistar Drive Lisle, IL 60532 Attn: Chief Executive Officer, Transit

With a copy to: Office of the General Counsel

83. **Dispute Resolution** - All disputes or disagreements arising between the parties concerning this Agreement, or the interpretation of this Agreement, shall be referred by the parties to arbitration, which shall be final and binding upon the parties. The party seeking arbitration shall appoint an arbitrator and shall notify the other party of the name and address of the arbitrator so appointed. The other party shall have twenty (20) days in which to appoint an arbitrator and shall notify the party initiating the arbitration of the name and address of its arbitrator so appointed. Two arbitrators shall then select a third arbitrator and the hearing shall be within sixty (60) days in Westmoreland County, Pennsylvania, and the decision of the arbitrators shall be rendered in writing. If the party, other than the party initiating the arbitrator appointed by the parties cannot agree upon a neutral arbitrator, an arbitrator may be appointed by the Court of Common Pleas of Westmoreland County, Pennsylvania, upon petition of one of the parties, and the case shall otherwise proceed as provided by the Pennsylvania Arbitration Law. Each party shall pay its own arbitrator and the parties shall divide equally the cost of the neutral arbitrator.

### 84. Article General Provisions

- a. Contractor shall pay WCTA for all costs and expenses, including attorney's fees, incurred by WCTA in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions, or provisions hereof.
- b. No right or remedy herein conferred on or reserved to the Lessor is exclusive of any other right or remedy herein or by law or by equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder, now or hereafter existing at law, in equity, by statute or otherwise, and may be enforced concurrently therewith or from time to time.
- c. No covenant or condition of this Agreement may be waived except by the written consent of at WCTA. Forbearance or indulgence by WCTA in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by Contractor to which the same may apply, and, until complete performance by Contractor of any covenant or condition, WCTA shall be entitled to invoke any remedy available to WCTA under this Agreement or by law or in equity despite said forbearance of indulgence.
- d. Service of all notices under this Agreement shall be sufficient if given personally or mailed to the party involved at its respective address hereinabove set forth, or

at such address as such party may provide in writing from time to time. Any such notice mailed to such address shall be effective when deposited in the United States mail, duly addressed and with postage prepaid.

- e. This Agreement shall be constructed under and in accordance with the laws of the Commonwealth of Pennsylvania, and all obligations of the parties created hereunder are performable in Westmoreland County, Pennsylvania.
- f. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Lease.
- g. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision has never been contained herein.
- h. FEDERAL PROVISIONS The federally required contract clauses and provisions set forth in Attachment 1 to this Agreement are part of this Agreement. The federally required clauses and provisions supersede and take precedence over any other conflicting clause or provision of this Agreement.

# SIGNATURE PAGE FOLLOWS

**IN WITNESS WHEREOF**, the parties hereto agree to the conditions of this Agreement and hereto, have set their hands and seal the date first written above.

ATTEST:

Liston ıøΑ Board Secretary Printed Name

Gary Waits

Printed Name

Signature

- Signature

WESTMORELAND COUNTY TRANSIT AUTHORITY

BLAHOVEL AN Executive Director - Printed Name

Executive Director - Signature

(Seal)

3'oard

ATTEST:

CONTRACTOR:

Judith Crawford

Printed Name

Hawford

Signature

(Seal)

## Attachment 1 Required Federal, State and Agency Clauses

All the following clauses, certifications and procedures must be reviewed, executed and returned with a proposal in full as part of a responsive proposal.

### FEDERAL, STATE & AGENCY CLAUSES

The terms "Agency" or "FTA Recipient" or "Sub-Recipient" or "Grantee" shall refer to Westmoreland County Transportation Authority as it relates to information contained in this Attachment 9.

**NON-COLLUSION STATEMENT:** The Antibid-Rigging Act of 1983, 73 P.S. ¶ 1611 et seq., makes it a crime for two or more persons, by concerted activity, to influence the results of a competitive bidding process. A Non-Collusion Affidavit is included in each bid/proposal package and is required to be submitted by each bidder/proposer.

**COMMONWEALTH NON-DISCRIMINATION CLAUSE:** Each bidder/proposer is requested to certify its compliance with the Commonwealth of Pennsylvania's Non-Discrimination Clause.

STEEL PRODUCTS PROCUREMENT ACT OF 1978: All steel and cast iron products used or supplied in the performance of this Contract shall be products produced from steel made in the United States in conformity with the Commonwealth of Pennsylvania's Steel Products Procurement Act of 1978 (Act No. 3 of 1978, P.L. 6 [73 P.S. ¶ 1881 et seq.]) and in full conformity with the Buy America provisions of 49 U.S.C. ¶ 5323(j) and the applicable regulations in 49 CFR Part 661 unless the Bidder specifically sets forth any exceptions on its Bid Form.

**PROJECT SIGNS:** All reports and other documents completed as part of this Contract, other than documents prepared exclusively for internal use, shall contain an appropriate notice of financial assistance provided by PennDOT.

**CONTRACTOR INTEGRITY:** Each bidder/proposer is requested to certify to its compliance with the Commonwealth of Pennsylvania's Contractor Integrity clause.

**PENNSYLVNIA OPEN RECORD CLAUSE** - In Compliance with Pennsylvania's Right to Know Law, all information within this proposal/bid, including financial information of a bidder/proposer may be provided as a public record, if appropriate pursuant to the discretion of the Agency's Open Records Officer, after a bid is awarded.

### NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES -

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

## FALSE STATEMENTS OR CLAIMS - CIVIL AND CRIMINAL FRAUD -

1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

ACCESS TO RECORDS – The Agency is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Agency, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

Where any FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C.

5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the FTA Recipient, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

FTA does not require the inclusion of these requirements in subcontracts.

**FEDERAL CHANGES** - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

#### **TERMINATION-**

a. Termination for Convenience - The Agency, by written notice, may terminate this contract, in whole or in part, when it is in the Agency's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

b. Termination for Default - If the Contractor fails to pick-up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Recipient goods, the Contractor shall, upon direction of the Agency, protect and preserve the goods until surrendered to the Recipient or its agent. The Contractor and Agency shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

c. Opportunity to Cure - The Agency in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from Agency setting forth the nature of said breach or default, Agency shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that Agency elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by Agency shall not limit Agency's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

### **CIVIL RIGHTS -**

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

### DISADVANTAGED BUSINESS ENTERPRISES -

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The Agency's overall goal for DBE participation is 0.4%. A separate contract has not been established for this procurement.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Agency deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. The contractor is required to pay its subcontractors, both DBE and non-DBE, performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the Agency. In addition, it is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the Agency and contractor's receipt of the partial retainage payment related to the subcontractor's work.

e. The contractor must promptly notify Agency, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of Agency.

**INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) Terms** - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Agency requests which would cause to be in violation of the FTA terms and conditions.

**SUSPENSION AND DEBARMENT** - This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disgualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Agency. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

### **RESOLUTION OF DISPUTES –**

A. Disputes - Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of Agency. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Council/Board of Directors. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Council/Board of Directors shall be binding upon the Contractor and the Contractor shall abide by the decision.

B. Performance During Dispute - Unless otherwise directed by Agency, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

C. Claims for Damages - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or any of his employees, agents or others for those acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

D. Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between Agency and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the Commonwealth of Pennsylvania.

E. Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by Agency or its representative shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach there under, except as may be specifically agreed in writing.

**LOBBYING** - Section 1352 of Title 31, U.S. Code provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any Agency, a Member of Congress, an officer or employee of Congress, an employee of a Member of Congress or a member or employee of a State legislature in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. The Contractor and its subcontractors shall certify that no federal appropriated funds have been expended for the lobbying activities described in

Section 1352 of Title 31, U.S. Code. The Contractor and its subcontractors shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to the covered Federal actions as described by 31 U.S.C. 1352. For any contract and subcontract exceeding \$100,000, the Contractor and subcontractor(s) will submit a Lobbying Certificate. Contractors who engage in lobbying activities are required to file Standard Form—LLL, "Disclosure of Lobbying Activities" in accordance with Section 1352 of Title 31, U.S. Code.

#### **CLEAN AIR -**

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

### **CLEAN WATER -**

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

**BUY AMERICA** – The Contractor agrees to comply with 49 U.S.C. Section 5323(j), FTA Buy America regulations at 49 C.F.R. Part 661, and any amendments thereto, and any implementing guidance issued by FTA, with respect to each third-party contract financed by the Contractor.

**FLY AMERICA REQUIREMENTS** - The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this Section in all subcontracts that may involve international air transportation.

#### **TRANSIT EMPLOYEE PROTECTIVE PROVISIONS -**

(1) The Contractor agrees to comply with applicable transit employee protective requirements as follows:

(a) General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions

stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

(b) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

(c) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

(2) The Contractor also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

**CHARTER SERVICE OPERATIONS** - The contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

**SCHOOL BUS OPERATIONS** - Pursuant to 69 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private

school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

**DRUG AND ALCOHOL TESTING -** The Contractor agrees to comply with the following Federal substance abuse regulations:

a. Drug-Free Workplace. U.S. DOT regulations, "Drug-Free Workplace Requirements (Grants), " 49 C.F.R. Part 32, that implements the Drug-Free Workplace Act of 1988, 41 U.S.C. §§ 701 et seq.

b. Alcohol Misuse and Prohibited Drug Use. FTA Regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR Part 655, to the extent applicable. The contractor agrees further to certify annually its compliance and to submit the Management Information System (MIS) reports before March 1 to the Agency.

c. The Contractor agrees further to certify annually its compliance with Part 655 and to submit the Management Information System (MIS) reports before March 1 to the WCTA. The contractor agrees to provide the WCTA with a copy of its policy; employee and supervisor training documentation; agreements and certifications for services with third-party administrator(s), applicable labs, medical professionals, and substance abuse professionals; a description of its random selection process; and quarterly management reports summarizing test results.

**ENERGY CONSERVATION** - The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

**RECYCLED PRODUCTS** - The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

ACCESS REQUIREMENTS FOR PERSONS WITH DISABILITIES - Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

## Attachment 2

### **Commonwealth Non-Discrimination Clause**

1. Contractor shall not discriminate against any employee, applicant for employment, independent contractor or any other person because of race, color, religious creed, ancestry, national origin, age or sex.

Contractor shall take affirmative action to ensure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age or sex. Such affirmative action shall include, but is not limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training.

Contractor shall post in conspicuous places, available to employees, agents, applicants for employment and other persons, a notice to be provided by the contracting Agency setting forth the provisions of this non-discrimination clause.

- 2. Contractor shall in advertisements or requests for employment placed by it or on its behalf state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age or sex.
- 3. Contractor shall send each labor union or workers' representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representative of its commitment to this non-discrimination clause. Similar notice shall be sent to every other source of recruitment regularly utilized by Contractor.
- 4. It shall be no defense to a finding of noncompliance with the Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission or this nondiscrimination clause that Contractor has delegated some of its employment practices to any union, training program or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the Contractor was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.

1. Where the practices of a union or of any training program or other source of recruitment will result in the exclusion of minority group persons, so that Contractor will be unable to meet its obligations under the Contractor Compliance Regulations issued by Pennsylvania Human Relations Commission, or this non-discrimination clause. Contractor shall then employ and fill vacancies through other non-discriminatory employment procedures.

6. Contractor shall comply with the Contract Compliance Regulations of the Pennsylvania

Human Relations Commission, 16 PA Code Chapter 49 and with all laws prohibiting discrimination in hiring or employment opportunities. In the event of Contractor's non-compliance with the non-discrimination clause of this contract or with any such laws, this contract may, after hearing and adjudication, be terminated or suspended, in whole or in part, and Contractor may be declared temporarily ineligible for further Commonwealth contracts, and such other sanctions may be imposed, and remedies invoked as provided by the Contract Compliance Regulations.

- 7. Contractor shall furnish all necessary employment documents and records to, and permit access to its books, records and accounts by, the contracting Agency and the Human Relations Commission, for purposes of investigation to ascertain compliance with the provisions of the Contract Compliance Regulations, pursuant to PA Code Chapter 49.35 of these Regulations. If Contractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting Agency or the Commission.
- 8. Contractor shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employees.
- 9. Contractor shall include the provisions of this non-discrimination clause in every subcontract, so that such provisions will be binding upon each subcontractor.
- 10. The terms used in this non-discrimination clause shall have the same meaning as in the Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission, 16 PA Code Chapter 49.
- 11. Contractor obligations under this clause are limited to the Contractor's facilities within Pennsylvania or where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced. Wherever hereinabove the word Contractor is used it shall also include the word Engineer, Consultant, Researcher, or other Contracting Party as may be appropriate.

## Attachment 3

## **Contractor Integrity**

National Express Transit Corporation, hereinafter referred to as the Contractor, agrees to and certifies that:

1. **DEFINITIONS** 

a. "Confidential information" means information that is not public knowledge, or available to the public on request, disclosure of which would have an unfair, unethical, or illegal advantage to another desiring to contract with the Commonwealth of Pennsylvania or WCTA.

b. "Consent" means written permission signed by a duly authorized officer or employee of the Commonwealth or WCTA, provided that where the material facts have been disclosed, in writing, by pre-qualification, bid, proposal, or contractual terms, WCTA shall be deemed to have consented by virtue of execution of this agreement.

c. "Contractor" means the individual or entity that has entered into this agreement with the Owner, including directors, officers, partners, managers, key employees, and owners of more than five percent (5%) interest.

d. "Financial Interest" means:

(1) Ownership of more than five (5%) percent interest in any business; or

(2) Holding a position as an officer, director, trustee, partner, employee, or the like, or holding any position of management.

e. "Gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

- 2. The Contractor shall maintain the highest standards of integrity in the performance of this agreement and shall take no action in violation of state or federal laws, regulations, or other requirements that govern contracting with the Commonwealth of Pennsylvania and/or WCTA.
- 3. The Contractor shall not disclose to others any confidential information gained by virtue of this agreement.
- 4. The Contractor shall not, in connection with this or any other agreement with the Owner or the Commonwealth of Pennsylvania, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any officer or employee of the Owner or the Commonwealth of Pennsylvania.
- 5. The Contractor shall not, in connection with this or any other agreement with the Owner or the Commonwealth, directly or indirectly, offer, give, or agree or promise to give to anyone any gratuity for the benefit of or at the direction or request of any officer or employee of WCTA or the Commonwealth.

- 6. Except with the consent of WCTA and the Commonwealth, neither the Contractor nor anyone in privity with the Contractor shall accept or agree to accept from, or give or agree to give to, any person, any gratuity from any person in connection with the performance of work under this agreement except as provided therein.
- 7. Except with the consent of WCTA and Commonwealth, the Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project.
- 8. The Contractor, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify WCTA in writing.
- 9. The Contractor, by execution of this agreement and by the submission of any bills or invoices for payment pursuant thereto, certifies and represents that the Contractor has not violated any of these provisions.
- 10. The Contractor shall, upon request of the Office of State Inspector General or County Controller, reasonably and promptly make available to that office and its representatives, for inspection and copying, all business and financial records of the Contractor of, concerning, and referring to this agreement with WCTA or which are otherwise relevant to the enforcement of these provisions.
- 11. For violation of any of the above provisions, WCTA (or Commonwealth, if applicable) may terminate this and any other agreement with the Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim liquidated damages for all expenses incurred in obtaining another contractor to complete performance hereunder, and debar and suspend the Contractor from doing business with WCTA or Commonwealth. These rights and remedies are in addition to those the Commonwealth or WCTA may have under law, statute, regulations, otherwise.
- 12. The Contractor is not currently and/or has not been debarred or suspended from doing business with the Commonwealth, the Federal Government, or WCTA except in the following instances: None
| Route  |                                   |           | Daily | Daily   |
|--------|-----------------------------------|-----------|-------|---------|
| Number | Route Name                        | Days of   | Paid  | Revenue |
|        |                                   | Operation | Hours | Miles   |
| 1-F    | Greensburg – Pittsburgh Flyer     | M – F     | 31.6  | 666.60  |
| 2-F    | Latrobe – Pittsburgh Flyer        | M – F     | 11.27 | 298.50  |
| 3-F    | Mt. Pleasant – Pittsburgh Flyer   | M – F     | 4.66  | 123.00  |
| 4      | Greensburg – Pittsburgh           | M – F     | 23.83 | 366.20  |
| 4-S    | Greensburg - Pittsburgh           | SAT       | 8.53  | 147.50  |
| 5      | Greensburg – Jeannette Shopper    | M – F     | 13.88 | 168.70  |
| 5-S    | Greensburg – Jeannette Shopper    | SAT       | 8.40  | 101.30  |
| 6      | Local Irwin                       | M – F     | 10.43 | 137.70  |
| 8      | Greensburg - Youngwood            | M – F     | 10.62 | 218.60  |
| 9      | Derry – Latrobe - Greensburg      | M – F     | 20.75 | 304.60  |
| 9-S    | Derry – Latrobe – Greensburg      | SAT       | 15.50 | 233.60  |
| 11     | New Florence – Johnstown          | M – F     | 9.02  | 280.00  |
| 12     | New Kensington – Greensburg       | M – F     | 8.08  | 206.00  |
| 14     | Local New Kensington              | M-F       | 8.98  | 100.2   |
| 14-S   | Local New Kensington              | SAT       | 8.72  | 95.90   |
| 14-F   | New Kensington – Pittsburgh Flyer | M – F     | 2.34  | 69.10   |
| 14-J   | Pittsburgh Mills – Penn State     | M – F     | 3.36  | 72.20   |
| 3      | Avonmore – New Kensington         | M – F     | 8.59  | 184.3   |
| 16     | Mt. Pleasant – Greensburg         | M-F       | 8.88  | 168.20  |
| 16-S   | Mt. Pleasant – Greensburg         | SAT       | 6.84  | 166.90  |
| 17     | Local Scottdale                   | M – F     | 4.14  | 54.40   |
| 18-F   | Irwin – Greensburg Flyer          | M – F     | 2.30  | 46.80   |
| 20-F   | Ligonier – Greensburg Flyer       | M – F     | 2.79  | 63.20   |

### Exhibit A <u>Summary of Fixed-Route Service to be Provided</u>

### Breakdown of Daily Revenue Miles and Daily Paid Hours

Operating Day	Daily Paid Hours	Daily Revenue Miles
Monday - Friday	185.52	3,528.30
Saturday	47.99	745.21

<u>Holidays</u> – Fixed-route transportation services will not be provided on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

### Exhibit B

### **Liquidated Damages**

The Contractor agrees to pay liquidated damages at the rates set forth.

The liquidated damages shall be calculated, assessed, and reported by WCTA to the Contractor monthly. WCTA shall monitor its transportation services to assess the performance of the Contractor in delivering the service. Liquidated damages shall be assessed on the basis of the information provided in the Contractor's invoices, reports, and other documentation as required under this Contract, as well as through the various reporting mechanisms available to WCTA, including visual observations, inspections, ride checks, data surveys, passenger comments, and other monitoring activities including but not limited to vehicle maintenance, operating standards, vehicle cleanliness, ADA compliance, safety and security, and reporting.

WCTA will provide the Contractor with a listing of liquidated damages assessed each month, itemized by category and dollar amount. WCTA will establish appropriate forms for such notification and assessment. The Contractor shall respond to WCTA in writing within five (5) days of receipt of the notice of assessment of liquidated damages. The Contractor shall have an opportunity to demonstrate to WCTA that it made all reasonable efforts to comply with its contractual obligations and that its failure to comply was due to circumstances beyond the control of the Contractor, or any person for whom the Contractor is legally or contractually responsible, as consistent with the Force Majeure definition set out the Agreement. The circumstances beyond the Contractor's control do not include delays which may reasonably be anticipated daily on any given roadway or in any given area.

The Contractor understands and agrees that if it fails to meet the performance requirements of this Contract, WCTA will suffer damages that cannot be precisely quantified as of the date of execution of the Agreement. The Contractor hereby agrees to have deducted from its invoices, or to pay directly upon request, the liquidated damages amounts stated in this Section. The Contractor further agrees that amounts payable under this Section are liquidated damages and are not a penalty, and that such amounts are reasonable considering the actual or anticipated harm incurred and the difficulties of proof of actual loss. The parties expressly acknowledge that the amounts of liquidated damages established below are based on the parties best estimate of the actual damages and expenses that WCTA will incur should the event on which the liquidated damages occurs; including such items as administrative time addressing the issue and customer complaints arising out of the issue; resolving issues with funding agencies/oversight agencies; legal expenses of outside legal counsel to deal with the situation; and expected lost farebox or passenger fare recovery.

The intent of this program is to ensure high quality service - not reduce WCTA's costs.

A. WAIVING DAMAGES - WCTA reserves the right to waive the imposition of liquidated damages at its discretion. Waiver or failure to assess liquidated damages in any circumstance does not negate or abridge WCTA's right to assess such damages in the future for the same infraction or infractions of the Agreement for which WCTA

previously waived or failed to assess such damages. This provision shall not abridge or affect any other remedy, which WCTA may have for any damages, which WCTA may incur in consequence of the failure of the Contractor to perform in accordance with Agreement specifications.

- B. **RECOVERY OF LIQUIDATED DAMAGES** In the event liquidated damages are imposed by WCTA, then the Contractor may have the opportunity to recover, at the discretion of WCTA, any sums assessed against it as liquidated damages by demonstrating either:
  - 1) <u>Incorrect Assessment</u> The Contractor had met the applicable service standard and/or that the Service had been delivered in accordance with the Agreement.
  - 2) <u>Beyond Contractor's Control</u> The event which resulted in a liquidated damage assessment was caused by or attributable to mitigating circumstances beyond the Contractor's control. The Contractor shall not be held responsible for failure to provide on-time service due to accidents not involving WCTA vehicles, unusual weather or traffic conditions, unavoidable vehicle malfunctions (such as flat tires due to unavoidable road hazards), or naturally occurring disasters, if sufficient documentation is provided to WCTA.

### C. LIQUIDATED DAMAGE ASSESSMENTS

- <u>Overdue Scheduled Maintenance</u> WCTA may impose liquidated damages in the amount of two hundred and three dollars (\$203) per instance a scheduled preventative maintenance has reached 1,000 miles past due and fifty cents (\$0.50) for every mile over 1,000 miles for required maintenance that has not been performed. Justification:
  - usumcation:
  - Agency's average admin hourly response rate \$28 per hour at one hour
  - Farebox recovery lost from vehicle average \$25 per hour at one hour
  - Third party maintenance reimbursement \$150 per hour factor for Agency having third party service vehicle and possible premature damages to equipment.
- 2) <u>Non-Compliance with Vehicle Maintenance Standards</u> Liquidated damages in the amount of fifty-six dollars (\$56) per incident per day may be assessed for each instance in which Contractor fails to comply with vehicle maintenance specifications / standards of this Agreement. <u>Justification</u>:
  - Agency's average admin hourly response rate \$28 per hour x 2 hours = \$56
- 3) <u>Use of "Out of Service" Due to Safety-Related Issues</u> Liquidated damages in the amount of eight hundred, twenty-four dollars (\$824) per incident may be assessed for each instance in which Contractor operates a bus in service when it has been

designated OUT OF SERVICE because of safety related issues. Contractor shall also not be paid for vehicle revenue hours operated by buses that have been designated OUT OF SERVICE. A full report and remediation plan must be submitted the next business day outlining who allowed this circumstance to occur, when it occurred, why it occurred and the steps to prevent it from happening again. Justification:

• Agency average admin hourly response rate \$28 per hour x 8 hours at min. for dealing with potential incident accident = \$224

- \$150 per hour x 4 hours at min for Agency's legal contractor = \$600
- 4) <u>Failure to comply with Operating Standards</u> For each instance in which Contractor fails to comply with operating standards of this Agreement, liquidated damages may be assessed at the rate of one hundred and nine dollars (\$109) per incident.

Justification:

• Agency average admin hourly response rate \$28 per hour x 3 hours at min. for dealing with disgruntled customer(s) and attempting to rectify failure with contractor= \$84

- Farebox recovery lost from vehicle average \$25 per hour at one hour
- 5) <u>Non-Compliance with Maintenance Facility Standards</u> Liquidated damages in the amount of fifty-six dollars (\$56) per incident per day may be assessed for each instance in which Contractor fails to comply with maintenance facility maintenance specifications / standards of this Agreement. Justification:
  - Agency's average admin hourly response rate \$28 per hour x 2 hours = \$56
- 6) <u>Missed Trips</u> Trips that are missed due to mechanical failures, vehicle unavailability, preventable accidents, driver unavailability, or driver error may also be subject to a time deduction equal to the actual lost revenue time. <u>Justification</u>:

• Assessment amount will be determined by deducting the appropriate revenue time for missed trips from the total revenue hours recorded on the monthly invoice.

7) <u>Liquidated Damages for ADA Compliance</u> - For each instance in which Contractor fails to comply with the ADA requirements of this Agreement, liquidated damages may be assessed at the rate of two-hundred, six dollars (\$206) per incident. Justification:

• Agency average admin hourly response rate \$28 per hour x 2 hours at min. for dealing with disgruntled customer(s) and attempting to rectify failure with contractor = \$56

- \$150 per hour x 1 hour at min for Agency's legal contractor = \$150
- 8) <u>Failure to Comply with Safety Requirements</u> Liquidated damages may be assessed at the rate of eight hundred and twenty-four dollars (\$824) per occurrence for Contractor failure to report an accident involving a WCTA owned vehicle or bus or failure to comply with Safety and Security requirements of this Agreement.

Justification:

- Agency average admin hourly response rate \$28 per hour x 8 hours at min. for dealing with potential accident incident = \$224
- \$150 min. per hour x 4 hours at min for Agency's legal contractor = \$600
- 9) <u>Failure to Comply with Reporting Requirements</u> Liquidated damages in the amount of fifty-six dollars (\$56) per day for Contractor delay in submitting all reports and documents needed as outlined in the Agreement.

Justification:

• Agency average admin hourly response rate \$28 per hour x 2-hour min. for rectifying operating standard failure with contractor and resolving issues with funding agencies/oversight agencies for delay in report submission=\$56

 Failure to Comply with Uniform Requirements Liquidated damages in the amount of twenty-eight dollars (\$28) per day for failure to comply with operator uniform requirements of this Agreement.

Justification:

• Agency average admin hourly response rate \$28 per hour x 1 hour at min. for dealing with potential complaint = \$28

11) <u>Failure to Replace Key Personnel</u> If the Contractor fails to provide a replacement for a Key Personnel position(s) within thirty (30) days, as required in of the Agreement, WCTA will impose liquidated damages in the amount of two-hundred and twentyfour dollars (\$224) per day for each day that the position remains unfilled. Justification:

• Agency average admin hourly response rate \$28 per hour x 8 hours at min. for dealing with potential incident accident = \$224

- 12) <u>Failure to comply with DOT/FTA guidelines of the Drug and Alcohol Policy and</u> <u>Program</u>. Liquidated damages shall be assessed daily from the date of the written notice until either WCTA or FTA deems compliance has been met and issues a written notification. The assessments are:
  - first violation \$500.00 daily.
  - second violation \$1,000.00 daily.

- third violation \$1,500.00 daily.
- fourth and each subsequent violation \$2,000.00 daily.
- 13) <u>Violations of the FTA Equal Employment Opportunity/Affirmative Action</u> <u>Guidelines</u>. Liquidated damages shall be assessed daily from the date of the written notice until either WCTA or FTA deems compliance has been met and issues a written notification. The assessments are:
  - first violation \$500.00 daily.
  - second violation \$1,000.00 daily.
  - third violation \$1,500.00 daily.
  - fourth and each subsequent violation \$2,000.00 daily.
- 14) Failure to comply with Accident Reporting Requirements. Liquidated damages in the amounts set forth below shall be imposed if the Contractor fails to report an accident immediately and/or failure to produce a written accident report by the end of the next business day. Liquidated damages shall be assessed daily from the date of the accident. The assessments are:
  - first violation \$200 daily.
  - second violation \$500 daily.
  - third violation \$1,000 daily.
  - fourth and each subsequent violation \$2,000 daily.
- 15) <u>Failure to Replace Key Personnel</u> If the Contractor fails to provide a replacement for a Key Personnel position(s) within thirty (30) days, as required in of the Agreement, WCTA will impose liquidated damages in the amount of two-hundred and twentyfour dollars (\$224) per day for each day that the position remains unfilled. <u>Justification</u>:

• Agency average admin hourly response rate \$28 per hour x 8 hours at min. for dealing with potential incident accident = \$224

**G.** <u>Reservation of Rights.</u> Neither the agreement of WCTA to accept liquidated damages as compensation for its damages for the Contractor's failure to perform, nor the imposition or assessment of any liquidated damages, shall affect any other rights and remedies of WCTA under the Agreement, including the right of WCTA to terminate the Agreement in accordance with the termination provisions.

### Exhibit C

## WCTA Fixed-Route Vehicles

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-	<u>Vehicle #</u>	<u>Year</u>	Make / Model	Purchase Price	<u>Mileage</u>	<u>Fuel</u> Type	<u>Seating</u>	<u>Vehicle</u> Length
1	1001	2010	Champion/Freightliner Defender	\$ 128,413	351,802	Diesel	28	30 ft
2	1002	2010	Champion/Freightliner Defender	\$ 128,413	368,091	Diesel	28	30 ft
- 3	1003	2010	Champion/Freightliner Defender	\$ 128,413	337,584	Diesel	28	30 ft
4	1004	2010	Champion/Freightliner Defender	\$ 128,413	348,625	Diesel	28	30 ft
5	1005	2010	Champion/Freightliner Defender	\$ 128,413	340,916	Diesel	28	30 ft
6	1006	2010	Champion/Freightliner Defender	\$ 128,413	352,377	Diesel	28	30 ft
7	1007	2010	Champion/Freightliner Defender	\$ 128,413	354,826	Diesel	28	30 ft
8	1008	2010	Champion/Freightliner Defender	\$ 128,413	354,576	Diesel	28	30 ft
9	1009	2010	Champion/Freightliner Defender	\$ 128,413	327,649	Diesel	28	30 ft
10	1010	2010	Champion/Freightliner Defender	\$ 128,413	366,165	Diesel	28	30 ft
11	1011	2010	Champion/Freightliner Defender	\$ 128,413	313,144	Diesel	28	30 ft
12	1012	2010	Champion/International Defender	\$ 135,765	262,187	Diesel	28	30 ft
13	1013	2010	Champion/International Defender	\$ 136,815	323,484	Diesel	28	30 ft
14	1014	2010	Champion/International Defender	\$ 135,765	328,919	Diesel	28	30 ft
15	101.5	2010	Champion/International Defender	\$ 135,765	320,966	Diesel	28	30 ft
16	1016	2010	Champion/International Defender	\$ 135,765	326,934	Diesel	28	30 ft
17	235	2009	MCI D4000	\$ 448,910	290,788	Diesel	49	40 ft
18	236	2009	MCI D4000	\$ 448,910	296,942	Diesel	49	40 ft
19	237	2009	MCI D4000	\$ 448,910	293,263	Diesel	49	40 ft
20	238	2009	MCI D4000	\$ 448,910	299,926	Diesel	49	40 ft
21	001	2011	MCI D4000	\$ 472,702	242,929	Diesel	49	40 ft
22	002	2011	MCI D4000	\$ 472,702	250,352	Diesel	49	40 ft
23	003	2011	MCI D4000	\$472,702	241,121	Diesel	49	40 ft
24	004	2011	MCI D4000	\$ 472,702	218,546	Diesel	49	40 ft
25	005	2011	MCI D4000	\$ 472,702	251,694	Diesel	49	40 ft
26	006	2011	MCI D4000	\$ 472,702	238,452	Diesel	49	40 ft
27	007	2011	MCI D4000	\$ 472,702	241,663	Diesel	49	40 ft
28	008	2011	MCI D4000	\$ 472,702	219,443	Diesel	49	40 ft
29	009	2011	MCI D4000	\$ 472,702	230,803	Diesel	49	40 ft
30	131	2013	MCI D4500	\$ 522,988	77,231	Diesel	57	45 ft
31	132	2013	MCI D4500	\$ 522,988	126,384	Diesel	57	45 ft
32	133	2013	MCI D4500	\$ 522,988	133,580	Diesel	57	45 ft
33	134	2013	MCI D4500	\$ 522,988	132,849	Diesel	57	45 ft
34	135	201.3	MCI D4500	\$ 522,988	130,482	Diesel	57	45 ft
35	136	2013	MCI D4500	\$ 522,988	133,602	Diesel	57	45 ft
36	137	2017	MCI D4500	\$ 667,566	1,449	CNG	57	45 ft

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37	138	2017	MCI D4500	\$ 667,566	1,725	CNG	57	45 ft
38	139	2017	MCI D4500	\$ 667,566	1,653	CNG	57	45 ft
39	140	2017	MCI D4500	\$ 667,566	1,576	CNG	57	45 ft
40	141	2017	MCI D4500	\$ 667,566	1,681	CNG	57	45 ft
41	142	2017	MCI D4500	\$ 667,566	1,573	CNG	57	45 ft

# WCTA Shop Equipment

DESCRIPTION
A/C CODE COMPUTER
ARGONITANK
BEARING AND SEAL DRIVER SET
BRAKE DRI IM JACK
DRUM PUMPS - 55 GALLON (5)
EMERSON OIL DRAIN FAN
EMERSON FOR TABLE STEEL NAMES (2)
GAS COMPRESSOR - 13 HP
LOW PROFILE 20 TON AIR/MANUAL BTL JACK
MANIFOLD W/36" HOSES R-22 AND R-134 (2)

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MCI RADIATOR FORKLIFT HOIST
MISCELLANEOUS 1" DRIVE SOCKETS
NRP 72" R/Y/B/ CHARGING HOSE SET
NRP NITROGEN REGULATOR WITH DOLLY
OIL DRAIN PAN - WATER BUFFALO
OIL DRUM CONTAINMENT PLATFORM (2)
OTC STINGER 22 TON JACK
OXYGEN TANK
PORTABLE SEAT EXTRACTOR
REBUILT IMPACT GUN 1"
REBUILT IMPACT GUN 3/4"
RED AIR FLOOR JACK WITH SOLID RUBBER TIRES
REFRIGERANT RECLAIM CYL. 50 LB. (DEP) R-22 AND R-134 - (2)
SERVEX 22 TON AIR/HYD JACK
SHOP VAC
SPECTROLINE EZ-JECT LEAK DETECTION KIT
STARTS - ALL
THERMAL MICRO PRINTER (BRAKE METER)
TIRE DOLLY
TIRE SPOON
TORCH CYLINDER TRUCK WITH SOLID RUBBER TIRES
TORQUE WRENCH (UTICA 600 FT. LBS.)
TOYOTA FORK TRUCK
TRANSMISSION JACK (FLOOR)
TRANSMISSION JACK (STAND UP)
WHEEL CHOCKS (6)
YELLOW CHARGE HOSE - 1/4"X72"

### Exhibit D Fare Collection and Deposit Policy

### **General Provisions**

Contractor will assume the following responsibilities:

- 1. Maintain an adequate supply of passes/coupons and request additional quantities from the Authority as needed.
- 2. Issue passes/coupons to drivers.
- 3. Issue a punch to each driver for validating passes.
- 4. Provide drivers with change and maintain an adequate supply of petty cash for this purpose.
- 5. Maintain Ticket Control Form (2.7) and retain for auditing purposes.
- 6. Deposit revenue in accordance with Authority policies.
- 7. Complete Fare Revenue Control Form (2.3).
- 8. Forward returned ticket stubs to other issuing contractor.

The Authority will assume the following responsibilities:

- 1. Design and implement all necessary procedures concerning passes, coupons, or special promotions.
- 2. Establish fares and the value of passes, coupons, or special promotions.
- 3. Provide Contractor with fare structure information.
- 4. Supply Contractor with passes and coupons.
- 5. Supply Contractor with necessary reporting forms.

### **Cash Fares**

- 1. Contractor shall be responsible for installing a vault in each farebox and for completing the appropriate information on the Fare Revenue Control Form (2.3).
- 2. All cash fares shall be deposited in the farebox by the passenger upon boarding.
- 3. Drivers will make change for \$1.00 only.
- 4. Contractor's General Manager or an employee designated to act for the General Manager shall remove the full cash vaults from the fareboxes twice a week and replace the full vault with an empty one. Appropriate information shall be completed on the Fare Revenue Control Form (2.3).
- 5. The frequency of the removal of full vaults can be adjusted according to the amount of time the bus operated in revenue service, or according to the passenger counts of a route but must not exceed one month.
- 6. Full vaults must be kept in a secure area on the Contractor's property until they are taken to the bank.
- 7. Contractor must make arrangements with an Authority approved bank to receive, count and deposit the farebox revenue. The Authority shall supply the bank with a key to open the vault.
- 8. The bank shall open the vault, count the revenue, and deposit the revenue.

9. Contractor and a bank representative shall complete and sign the Fare Revenue Control Form (2.3).

### Exhibit E Maintenance Program

## WESTMORELAND COUNTY TRANSIT AUTHORITY

### Vehicle Maintenance Plan

FEBRUARY 2007

Updated:

September 2011 February 2012 February 2014

### WESTMORELAND COUNTY TRANSIT AUTHORITY VEHICLE MAINTENANCE PLAN

### Subject

This document serves as the Vehicle Maintenance Plan (Plan) for the Westmoreland County Transit Authority (WCTA) revenue vehicles used for its fixed-route transit operations.

The WCTA does not directly operate any transit services. This Plan applies to revenue vehicles supplied to private transportation provider(s) as part of an operations and maintenance contract and is incorporated into any such contract. All maintenance performed by any private fixed-route service provider must meet or exceed the maintenance requirements outlined in this Plan.

### **Purpose**

The WCTA recognizes the importance of properly maintaining revenue vehicles to assure that they are safe, will provide reliable service throughout their useful life, and offer a clean comfortable environment for our passengers. As a result, the WCTA has established the following requirements for maintaining and cleaning revenue vehicles. All contractors are required to follow these guidelines and to timely and accurately document vehicle repairs, preventative maintenance, and vehicle cleaning tasks.

### Goals and Objectives

- Maintain revenue vehicles so that they may be reliably used in revenue service throughout their normal service lives.
- Reduce the frequency of roadcalls including meeting or exceeding a goal of no less than 10.000 miles between roadcalls annually.
- Offer clean and comfortable environments for passengers.
- Comply with all federal, state, and local laws and regulations.

### **General Responsibilities of Contractors**

All WCTA contractors are required to:

- 1. Properly service, maintain, repair, and perform preventative maintenance on WCTA owned vehicles and furnish all parts and labor which may be required to keep the vehicles in a safe mechanical condition according to the manufacturer's recommendations, industrial norms, and this Program. All repairs and maintenance shall comply with all applicable federal, state, and local laws and regulations;
- 2. Keep the vehicles properly serviced and furnish all necessary oil, fuel, tires, and other accessories necessary for the operation of the vehicles;
- 3. Keep the interior and exterior of the Equipment neat and clean and the interior free of debris. Provide for any and all inspections or servicing of the vehicles according to the warranty or warranties pertaining to the vehicles to keep warranties in full force and effect;
- 4. Use only the highest quality fuel, oil, lubricants, replacement parts and other supplies that meet or exceed manufacturer's requirements and standards. All replacement parts shall be new unless the use of used parts is approved in writing by the WCTA.

- 5. Acquire and maintain all technical updates of service manuals, service bulletins, and lubrication charts from the vehicle manufacturer or subcomponent part manufacturer and other such information needed to properly service and repair the WCTA's vehicles. The WCTA will provide all parts and service manuals to the Contractor that was acquired by the WCTA upon the purchase of the vehicles. Said manuals shall be considered part of the WCTA's maintenance requirements to be performed by the Contractor;
- 6. Exercise due diligence in the tracking, filing and general administration of all vehicle or vehicle component warranties;
- 7. Maintain records of all maintenance and repairs to WCTA vehicles including a hard copy history folder for each vehicle. This folder shall contain, in chronological order, all work orders generated for each vehicle. The folder shall also contain the vehicle's make, model, year, and serial number along with any invoice information. A work order shall be generated and a copy shall be furnished to the Authority each time parts or more than 20 minutes of labor are used. The work order shall, at a minimum, include a description of the labor hours used and cost, parts used and cost, repair performed, date, mileage, vehicle number and other charges;
- 8. Require that all vehicle operators perform a pre-trip inspection. These inspections are to be performed on a daily basis and recorded on a Vehicle Inspection Form approved by the Authority;
- 9. Require that all vehicle operators inspect and report any defects that may occur during the service day. At the end of the driver's shift, the form will be turned over to the Contractor's maintenance department for correction;
- 10. Conform to all State, Federal, and Municipal laws, rules, and regulations with respect to the maintenance and operation of the Equipment;
- 11. Not make any alterations to or dispose of the vehicles without the prior written consent of the WCTA; and,
- 12. Return the vehicles to the Authority at the expiration of the term of the Contract or any renewal hereof in good and proper working condition, reasonable wear and tear excepted.

### **General Maintenance Practices**

The Contractor or other vendors as determined by the Contractor shall perform all repairs to WCTA vehicles. Contractor shall be responsible for all maintenance and repairs regardless of whether the work is performed by the contractor or another vendor. Repairs shall include, but not be limited to, work to correct loss or damage; adjustments due to normal wear and tear; and overhaul, rebuilding or replacement of components. Repair work shall be conducted as soon as practicable upon learning that such work is required. The Contractor shall perform repair work expeditiously in response to identification of problems by vehicle operators or other staff members. The Contractor shall assure the Authority that required repairs should not be deferred beyond a reasonable time. The Contractor's Maintenance Program shall provide that:

1. Wheelchair lifts and /or ramps and other related accessibility equipment shall be inspected, serviced and lubricated at intervals necessary to insure that they are fully operational;

- 2. Brake inspections and adjustment shall be performed at intervals that insure the safe and efficient operation of the braking system, per manufacturer's specifications;
- 3. All components of the vehicle bodies, appurtenances, and frames shall be maintained in a safe, sound, and undamaged condition at all times. Damage (including body glass, and all vehicle appurtenances) shall be repaired in a professional manner within three weeks (21 days) of occurrences;
- 4. All mechanical, electrical, fluids, air and/or hydraulic systems shall be maintained in a safe and fully functional condition at all times;
- 5. The interior passenger compartment shall be free of exhaust fumes from the engine, engine compartment, and exhaust system of the vehicle;
- 6. Heating, ventilation and air conditioning systems shall be maintained and used to insure that the passenger compartment temperature is comfortably maintained under all climatic conditions, at all times.
- 7. Both driver and passenger seats shall be maintained in proper operating condition at all times. Adjustable vehicle operator's seats shall be maintained so as to operate in all respects as designed by the seat manufacturer. All rips, tears, cuts, gum, graffiti, and other damage shall be cleaned or repaired in a professional manner immediately upon their discovery. The Contractor shall replace seat covers that are worn or cannot be professionally repaired, using materials that are identical in design and color as those materials being replaced;
- 8. The farebox and other fare collection systems shall be maintained in proper operating condition at all times;
- 9. Maintain any onboard security systems in proper operating condition.
- 10. Destination signs, both electronic and curtain, shall be maintained in proper operating condition at all times; and,
- 11. Vehicle brake repair and replacement requirements are as follows:
  - a. Drums shall be turned with hubs attached;
  - b. Brake blocks shall be matched to drums by size (i.e. 1X, 2X);
  - c. Both brakes on an axle shall be replaced at the same time;
  - d. Premium brake block shall be used; and,
  - e. Wheel seals shall be replaced with every brake job and bearing shall be checked.

### <u>Tires</u>

Tires shall be the proper size, ply rating and configuration as recommended by the bus manufacturer. Tires shall always be matched by size and tread pattern on each axle.

Tires shall not vary more than 3/32 inches between inner and outer tires, and not more than 4/32 inches between curbside and roadside; and shall have a minimum of 4/32 inch tread depth in every major groove on the front tires and 2/32 on all other tires. No fabric should show through

the tread or sidewall. Regrooved, recapped, or retreaded tires on the front wheels of a bus are prohibited.

The tires shall be of the highest quality and shall be manufactured in the United States by a reputable manufacturer approved by the Authority.

### **Emissions Control Programs**

The Contractor shall perform and certify such tests of equipment required to meet any federal, state, or local requirements related to exhaust smoke and engine emissions.

### **Oil Analysis**

The Contractor shall develop and implement a laboratory engine oil analysis program. Results of the analysis shall be reported to the Authority, upon request.

### **Out of Service Designation**

A bus shall be designated as unfit for revenue service if, upon inspection, any of the following safety related conditions are found:

- 1. Brakes out of adjustment;
- 2. Loose steering components;
- 3. Any bus with a preventive maintenance inspection 1,500 or more miles past due;
- 4. Tires with a tread depth of less than 2/32 inches on the rear and 4/32 inches on the front;
- 5. Inoperative emergency exits including doors, windows, and roof hatches;
- 6. Inoperative radio. (This requirements does not apply if a portable cellular phone is used until the vehicle's radio can be repaired); and,
- 7. Any condition not in compliance with applicable federal or state laws or regulations.

### **Documentation of Repairs**

All repairs, inspections, or other work on WCTA vehicles shall be documented on a "Vehicle Repair Order". Any documentation related to the repair(s) including Mechanical Failure and Deficiency Reports or Preventative Maintenance Check Lists must be attached to the Repair Order. Repair Orders are to be kept in file for each vehicle. Vehicle files will be inspected by the WCTA for completeness.

### **Reporting Vehicle Defects**

Vehicle defects discovered during the required daily inspections or while in revenue service shall be documented on a "Drivers Vehicle Inspection Report" (DVIR). These reports must be forwarded to the contractor maintenance department for resolution. If the completed DVIR resulted in a vehicle repair, it should be attached to the Vehicle Repair Order. All other DVIR's should be retained as required by state or federal law.

### **Daily Vehicle Inspections**

All vehicles shall be inspected daily prior to entering revenue service. A pre-trip inspection conducted by the vehicle operator. These inspections must be documented in writing on the DVIR and be kept on file by the contractor. The WCTA will periodically inspect completed DVIR's records to assure that they are being properly completed.

### Wheelchair Lift Maintenance

Wheelchairs must be cycled and inspected daily. Necessary adjustments and repairs must be accomplished as soon as possible. Lifts must be inspected and maintained according to the manufacturer's recommendations and requirements. Federal law (the Americans with Disabilities Act) requires that any wheelchair lift that becomes inoperable must be repaired and operational within a maximum of three days unless replaced in service by a spare vehicle with an operational lift. The planned use of any vehicle without an operational lift must be reported to the WCTA prior to its use in revenue service.

### **Climate Control**

Air conditioning and climate control mechanics must be certified to use CFC, and the maintenance garage must possess a CFC recovery unit. Heating and air conditioning must be repaired as soon as possible to ensure the comfort of the passengers, with down time kept to a maximum of 5 operational days from the discovery of the problem.

Filters must be cleaned or changed at regular intervals to ensure that the system doesn't become strained or damaged by a clogged filter. Refer to manufacturer's specifications for preventative maintenance instructions.

### **Preventative Maintenance**

Since the WCTA operates a wide variety of vehicles ranging from 45ft. "over-the-road" coaches to small "body-on-chassis" buses, it is difficult to apply a standard set of preventative maintenance requirements to all vehicles. As a result, a separate customized preventative maintenance and lubrication program has been developed for each vehicle type. These programs are based on the vehicle manufacturer's recommendations. These schedules may not be revised or changed without the written permission of the WCTA. Preventative maintenance inspections will be performed at specific mileage intervals. To be considered timely, inspections must be preformed within 1,000 miles before or after the target mileage. The following procedures will be used to schedule and document all preventative maintenance inspections:

1. The Contractor's Maintenance Manager will schedule the preventative maintenance inspections in accordance with the above-mentioned standard, and with procedures implicit in the bus specific preventative maintenance forms.

- 2. The contractor maintenance department shall be responsible for performing the required inspection within 1,000 miles (plus or minus) of the target mileage.
- 3. The mechanic performing the inspection shall complete and sign the preventative maintenance checklist. The checklist must then be attached to a repair order that indicates what repairs, if any, were performed on the vehicle as a result of the inspection, including oil changes and required lubrication.
- 4. The WCTA's Executive Director or designee will monitor the preventative maintenance schedule, and the inspections to verify that they are being done on time, with the correct forms, and that all paperwork is being retained and filed properly for auditing purposes.

### **General Vehicle Cleaning Requirements**

The Contractor shall maintain WCTA vehicles in a clean neat condition at all times. Vehicle exteriors shall be washed a minimum of once per week or more frequently as needed. Bus interiors shall be cleaned daily. Buses shall be kept free of vermin and insects at all times. The contractor shall exterminate all vermin and insects from all vehicles immediately upon their discovery, utilizing safe, non-hazardous and EPA approved insecticides/ materials.

### General Reporting Requirements

The Contractor shall forward the "Vehicle Out of Service Report" daily and the Preventative Maintenance Inspection (PMI) Chart monthly to the WCTA Executive Director, Assistant Director, and the Director of Planning and Marketing. All other reports and records related to the maintenance of WCTA vehicles shall be kept on file at the WCTA Maintenance Facility and shall be available for inspection at any time.

One or more senior WCTA staff members will meet with the Contractor's General Manager and Maintenance Manager weekly, or more often as necessary, to review and discuss vehicle maintenance issues.

### **Recordkeeping and Record Retention**

All vehicle maintenance records are the property of the WCTA. Records maintained by the Contractor shall be available for inspection by the WCTA at any time and be returned to the WCTA prior to the termination of any contract.

# **DVIR Books**



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BUS DRIVER'S VEHICLE IN COMPANY: NATIONAL EXPRESS CO BUS NO.: END MILEAGE: START MILEAGE: TOTAL MILEAGE: DATE: LOCATION:		
INSPECT ITEMS L NOTE AN WALKAROUND INSPECTION HEADLIGHTS, TURN SIGNALS & 4-WAYS RIGHT FRONT TIRE RIGHT REAR TIRES LEFT FRONT TIRE LEFT FRONT TIRE LEFT REAR TIRES WHEELS, LUG NUTS, HUB SEALS WINDSHIELD STATE INSPECTION STICKER MARKER & CLEARANCE LIGHTS FUEL GAUGE - P.S.I. (CNG UNITS ONLY) FUEL LEAKS AIR LEAKS BRAKE LIGHTS TURN SIGNALS BACK UP LIGHTS LICENSE PLATES, STICKERS, LIGHTS REMARKS;	ISTED - IF DEFECTIVE, NOMBER AN IY "NEW" BODY DAMAGE IN THE " <u>PASSENGER COMPARTMENT</u> ENTRANCE STEPS CLEANLINESS OF INTERIOR CONDITION OF FLOOR PASSENGER SEATS HAND RAILS & STANCHIONS STOP REQUEST CORD & BUZZER INTERIOR (DOME) LIGHTS SCHEDULE HOLDERS <u>BEHIND THE WHEEL</u> FUEL GAUGE READING AIR PRESSURE GAUGE SWITCHES STEERING WHEEL HORN FANS & DEFROSTER A/C (FRONT & REAR)	ND DESCRIDE IN THEMATING    REMARKS" SECTION

### CONDITION OF ABOVE VEHICLE IS: DRIVER'S SIGNATURE:

SATISFACTORY

OPERATOR #:

□ ABOVE DEFECTS CORRECTED □ ABOVE DEFECTS NEED NOT BE CORRECTED FOR SAFE OPERATION OF THE VEHICLE

# national express

# **Repair Order**

Dossier # 7011-

Bus #	·	Date In:					
Dash Mileage In:	· · · ·	Date Out:	····	DVIR: Ye	es No		
- Dash Mileage Out:		Division:	7011-Westmoreland Transit	DVIR Date	<u>.</u>		
Hub Mileage In:		Job Start Ti	me:	Sent To Fu	el Island:	Yes	No
Hub Mileage Out:		Job End Tir	ne:	Fluids Cheo	:ked:	Yes	No

Complaint:

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Notes:			
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Mechanic Signature

national express		Road Ca	all Work Order	Date In:
				Date Out:
Mechanic:		Bus#		Division: 7011 - Westmoreland Trar
Mechanic Signature:	ge	Dash Milea	ige In:	Time Responded:
Supervisor:	lilea	Dash Milea	ige Out:	Time Arrived:
Location:	us N	Hub Mileag	ge In:	Time Departed:
Compliant:	В	Hub Mileas	ge Out	Time Returned:
	Qty	Part #	Description of Part	
DVIR: Yes or No				
DVIR Date:				
Correction of defect on Road Call				
	Tire Qty	Location	Size	DOT#
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Notes:				
Switched Out:				Dossier RO # 7011-
Repaired On Site:				
Towed Yes No Who Towed?		Why?		
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# NATIONAL EXPRESS

national express

Vehicle Out Of Service Report

	DIVISION # 7011 Westmoreland Co	omity Transit		
	Shop Repairs Out of Servi	ce Vehicles		
Vehicle #	Description	Status/Vendor	Date OOS	Est. In Serv.
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	Vendor Repairs Out of Se	rvice Vehicles		
Vehicle #	Description	Status/Vendor	Date OOS	Est. In Serv.
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	Support Vehicles Out	Ol Service		Rat In Court
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	VEHICLE AVAILABILITY	NOTE	S	
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Vehicles Down	0			
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Down Ratio Total Vehicle Avail	0.00%			
Down Ratio Total Vehicle Avail	0.00%			
Down Ratio Total Vehicle Avail Road Call	0.00% 40 Reason	Driver		Tow Y/N
Down Ratio Total Vehicle Avail Road Call	0.00% 40 Reason	Driver		Tow Y/N

### Westmoreland Transit Preventive Maintenance Summary

The Westmoreland PM Service schedule is a combination of OEM standards for severe duty vehicles and Vehicle Body Builder Recommendations. The values below represent schedules for each class of vehicle. Lubricant cycles are validated and adjusted by use of Lubricant Fluid Analysis.

Specific service procedures for each system are contained in the Vehicle Service Manual for each class of vehicle and must be followed.

"A" PM Serv	ice - Medium Duty Bus	"A" PM Service - Heavy Duty Bus		
60 Days or 8, o	000 Miles Safety Systems serviced, Brakes, Lights, Safety and Warning Systems	60 Days or 6,0 o	000 Miles Safety Systems serviced, Brakes, Lights, Safety and Warning Systems	
0	ADA and Securement Systems Serviced and Inspected	0	ADA and Securement Systems Serviced and Inspected	
o	Batteries, Starting and Charging Systems tested and serviced	o	Batteries, Starting and Charging Systems tested and serviced	
0	Driveline and suspension serviced and/or inspected	o	Driveline and suspension serviced and/or inspected	
0	Wheels and Tires inspected and tires set to rated PSI	o	Wheels and Tires inspected and tires set to rated PSI	
0	Engine systems serviced and inspected	0	Engine systems serviced and inspected	
0	Air Filter Inspection	0	Air Filter Inspection/Service	
o	Replace Fuel Filter/Oil Water Separator	0	Replace Fuel Filter/Oil Water Separator	
0	Inspect/replace Drive Belts and Gear-driven accessories as indicated	o	Inspect/replace Drive Belts and Gear-driven accessories and Indicated	
· 0	HVAC Systems service – including auxiliary heating or cooling systems	o	HVAC Systems service – including auxiliary heating or cooling systems	
o	Operational Controls, All interior and exterior components	0	Operational Controls, All interior and exterior components	
0	Obtain Engine Oil Sample	• •	Obtain Engine Oil Sample	
			•	

Updated 10/2011

		"D" DM Corving Hoomy Duty Buc			
"B" PM Serv	ice – Medium Duty Bus	"B" PM Service – Heavy Duty Bus			
180 Days or 3	2,000 Miles	180 Days or 18,000 Miles			
0	Engine and Drive Train service	o	Engine and Drive Train service		
0	If Engine Oil and Filter has not been changed by Miles change at this PM	0	If Engine Oil and Filter has not been changed by Miles change at this PM		
<b>O</b>	Engine Air Intake System and Emission Systems serviced	O	Engine Air Intake System and Emission Systems serviced		
0	Inspect Suspension System and Chassis Allgnment	0	Inspect Suspension System and Chassis Alignment		
0	Obtain Transmission Fluid Sample	O	Obtain Transmission Fluid Sample		
0	Change Transmission Filter (SYNTHETIC FLUID)	0	Change Transmission Filter (SYNTHETIC FLUID)		
0	Change Transmission Fluid and Filters (NON- SYNTHETIC)	o	Change Transmission Fluid and Filters (NON- SYNTHETIC)		
0	Service Air System Dryer and Compressor	o	Service Air System Dryer and Compressor		
0	Major HVAC Systems Service	o	Major HVAC Systems Service		
	······································				
"C" PM Serv	ice – Medium Duty Bus	C" PM Serv	ice – Heavy Duty Bus		
360 Days or	64,000 Miles	360 Days or 4	48,000 Miles		
0	Service Wet/Lube Hubs	0	Service Wet/Lube Hubs		

- Replace Hydraulic/Power 0 Steering Fluid
- Service Differential and Live σ Axel Bearings/Replace Lubricant
- o Complete Brake System Service

- Replace Hydraulic/Power 0 Steering Fluid
- Service Differential and Live о Axel Bearings/Replace Lubricant
- o Complete Brake System Service

Lubricant/Filter Change Interval –	Lubricant/Filter Change Interval –
Medium Duty Bus	Heavy Duty Bus
Replace Engine Oil and Filter at PM	Replace Engine Oil and Filter at PM
closest to but not exceeding 8,000 Miles	closest to but not exceeding 6,000 Miles
(See <b>Bold</b> note in "B" PM Section)	(See <b>Bold</b> note in "B" PM Section)
Replace SYNTHETIC Transmission Fluid	Replace SYNTHETIC Transmission Fluid
and Filter(s) at PM closest to but not	and Filter(s) at PM closest to but not
exceeding 96,000 Miles	exceeding 96,000 Miles
(See <b>Bold</b> note in "B" PM Section)	(See <b>Bold</b> note in "B" PM Section)

End of Document

	NATIONAL EXPRESS PREVENTIVE	MAINTENANCE INSPECTION SHEET (04/2014 U	Jpdate)
XY_1_:_1	WESTMOKELA Data Di	AND TRANSLI Miles OUT	
Vehicle #:	Date IN: Date OUT:	Wheage IN Miles OO	
DM CEDVII	ንድ የተለተኛ የእየ በላተም	FIRE EXTINGUISHER DATE:	
		LISE THIS FORM PM SERVICE ON ALL BUSES	
Confirm	that Starter will only work in Neutral	Use Check Mark to indicate Inspected and Passed	1.1.1.1
Test Win	ners and Washers	[Ise Initials to indicate Inspected and Corrected	
Obromu	all Gauges for Proper Operation		
Test Vr	all dauges for Hoperation	FAREBOX AND AUXILARY HEATER	
Inepect (	Condition of Pedal Cover(s) or Tread(s)	Inspect Mounting Plates & Glass for Damages or Cracks	
Tort Fue	t Idle Operation	Inspect Operation of Cash boxes	
Test Hes	ater - Defroster Operation and Driver Fan(s)	Inspect Elect. Connections for Farebox	
Test Blo	wer Operation on All Sneeds	Inspect Operation of Auxiliary Heater	
Test Par	Wer Operation on ran operation		
Check C	Deration of Door Dump Value (Air Door Only)	TIRES AND WHEELS	
Test On	eration of Driver – Passenger Door	Inspect Wheel Hardware for Loose Lugs	
Check f	or Service Engine Light	Inspect Tires for Damage or Unusual Wear Patterns	
Check f	or ABS Light	Inspect for Missing Valve Caps and Damaged Stems	
Test Evt	erior Running Lights	Inspect Wheels for Damage, Cracks, and Rust trails	
Test Hes	adlamps for Low and High Beam	Inspect Oil level in Front Hub Reservoir/Sight Glass Clea	r
Test Hig	th Beam Indicator on Dash	Inspect Rear Hubs for Leaks or Broken Bolts	
Test Dos	ab Back Lighting and Dimmer		
Test Sto	n/Turn/Tail Lamns	BATTERIES	
Test Ba	ck. In Lamps and Alarm	Clean corrosion and Inspect Connections	
Test all	interior Dome and Drivers Lights	Inspect Cables and Terminals for Fraying and Routing	
Test Ste	n Well lights	Inspect Battery Hold Downs, Tray and Slides	
Test Ha	zard Lights	Inspect Case Condition	
Test Tru	m Signal Cancel with Turn	Inspect Caps – Vents - Covers	
Test On	eration of Hora(s)	Isolate Batteries and Test with Analyzer	
Verify I	ow Air Alarm and Light (Air System Only)	Test Charging System with Analyzer	
Verify A	Air Buildun <sup>2</sup> 85-120 w/fast idle (Air System Only)	Test Cranking System with Analyzer	
Check (	Condition / Operation of Mirrors	e <u>é construction de la construc</u>	
Check C	Deration and Condition of Visors or Shades	UNDERCARRIAGE	19100
Test all	Switches and Indicators	Inspect Front end Alignment	
Test On	eration of P/A Microphone and Music Radio	Inspect Suspension components for Damage and Wear	
Inspect	Driver's seatback. Cushion and Base Mount	Inspect Drag Link and Ends for Damage and Wear	
Test On	eration of Driver's Seatbelt	Inspect Tie Rods for Damage, Wear and Secure	
Test the	Tilt/Telescopic Function of the Steering Column	Inspect Steering arms for Damage and Secure	
Inspect '	Two-way Radio Mount, Microphone and Speaker	Inspect Ball Joints/Kingpins for Excessive Play	
		Inspect Wheels for Bearing Play	<u> </u>
	INTERIOR	Inspect Sway Bar(s) for Damage, Loose/Worn componen	its
Inspect	Interior for any Unsafe Condition	Inspect Steering Gear for Leaks & Mounting	
Inspect	Step Treads for Damage or Wear	Inspect Steering Lines for Leaks - Damage and Routing	
Inspect	Flooring for Damage of Excessive wear hip nazard	Inspect Steering Column Condition and Operation	
Inspect	Fire Extinguisher Charge - Mount - Safety Seal	Inspect Steering Column U-joints/Rag Joints for Wear	
Inspect	Triangle Kit – Complete - Mounted	Inspect Fuel Tank and Straps for Condition or Damage	
Inspect	Glass for Damage and DOT label	Inspect Fuel Lines for Chaffing, Clamps, and Leaks	
Test Wi	ndow Latches – Slides – Cranks - Handles	Inspect Frame for Cracks and Damage	
Inspect	Rails and Stanchions for Damage - Secure - Closeouts	Inspect Differential Lube Level	
Inspect	Modesty Panels for Damage - Secure - Closeouts	Inspect Pinion Seal	
Test En	nergency Exits for Operation - Alarm	Inspect Hub/ Wheel Seals	
Inspect	for Required Safety Decais and Instructions	Inspect Carrier to Housing Star	
Inspect	for Broken Seat Backs and Secure Mounting	Inspect lateral rod for Wear, Damage, and Secure	
Inspect	Air Infake Filters and Grills - Clean/Replace as needed	Inspect Shocks and Bushings for Wear, Damage, and Sec	oure
Confirm	n Cab and Passenger Area Weather Tight	Inspect Axle Housing Mounts for Cracks and Damage	
	······································	Inspect Suspension Mounts for Cracks and Damage	

IDTDED (ADDIA CU (contrand)	WORK ORDER AND HISTORY
UNDERCARMAGE (Communica)	Review Bus History in Files and Follow-Up Sheets
Inspect Tag Axer components and occoring Augintent	
Impect Torque Bady Mount Pastoners and Balts	EXTERIOR
Inspect/Torque Body Mount Pastenets and Bons	Inspect Exterior Lighting, Reflectors and Reflective Tape
Inspect Drive Shart for Excessive Davide and Sarety Loop	Inspect panels and skirts Secure - No Sharp Edges - Closeouts
Inspect O-Joints for Excessive riay	Inspect Lettering, Warnings and License Plates
Inspect Particulate Tran and Monitor Alarm Indicators	Inspect Fuel Cap and Filler Area
Inspect Tail Dine @ Body Evit	
Startar Source to Engine	TRANSMISSION
Statter Cables Secure - Not Fraved	Inspect Case for Leaks - Damage - Secure
All Ground(s) and Strans Secure	Inspect Mounts for Deterioration and Damage
Inspect Coolant Lines to Heater	Inspect lines for Wear – Leaks - Damage
Inspect Undercarriage Looms and Wire Runs	Inspect transmission Cooler for Leaks - Condition
Inspect DEF Tank and DEF Tank Heater	Inspect retarder Housing / Accumulator for Leaks - Mounting
ENGINE COMPARTMENT	RADIATOR
Inspect Belts and Automatic Tensioner(s) and Idler(s)	Inspect for Leaks - Dirt and Debris - Clean Gently
Inspect Engine for Leaks and Abnormal Noise	Inspect Mounts and Louvers for Damage - Secure
Inspect PS or Hydraulic Tank for Proper Level and Leaks	Inspect Skirts - Panels - Air Dams for Damage
Inspect Transmission Fluid Color and Smell	Check Surge/Overflow Tank - Fill Cap - Pressure Cap
Inspect air induction system for leaks - Secure	Inspect Charge Air Cooler
Inspect Air Restriction Indicator Test Re-set	
Inspect Air Filter Housing and Filter	AIR CONDITIONED BUSES (Interior)
Inspect Engine Mounts for Deterioration and Damage	Test A/C Operation - Clean or Replace Return Air Filter
Inspect air compressor for air, oil, and coolant leaks	Inspect Primary and Secondary Evaporator and Drain Lines
Inspect Air Compressor Filter	Test Blower on all Speeds
Inspect Lines for Leaks - Chaffing - Clamps	
Inspect charge air cooler for wear, damage, or leaks	AIR CONDITIONED BUSES (Exterior)
Drain Water from Fuel/Water Separator	Inspect OEM/Primary Condenser(s) and Fans
Inspect Hydraulic System for leaks	Inspect Skirt/Roof Condenser(s) and Fans
Inspect Electrical Wiring for Chaffing and Clamps	Inspect Compressor – Clutch – Belt(s)
Test engine compartment lights	Inspect Hoses, Valve Caps and Connectors
Inspect Gauges and Controls in Rear-Run Box (Transit Only)	
Test Engine Compartment Lights	On-Board Security/Emergency Systems
Inspect engine for leaks and abnormal noises	Destination Sign - Side Sign – Block Sign
	Destination Sign - Emergency Activation Switch
BRAKE SYSTEM (If Wheels Off Use Brake Form)	Test On-Board Emergency Systems
Air Brake - Perform Tests 1 through 6 on Air Brake Form	
Air Brake – Inspect Compressor – Mounting – Dryer - Filter	
Air Brake – Inspect Air Dryer - Mounting – Lines - Wiring	WHEELCHAR LIFT
Air Brake – Inspect Foundation – Tubes – Spiders	Cycle lift and Inspect for Proper Operation
Air Brake – Inspect Air Tanks – Brackets – Valves – Hardware	Test Safety Barriers or Belts
Air Brake - PP1 Handle Label	Remove Access Panels and Guards
Hyd Brake – Inspect Master Cylinder – Seal – Cap – No Leaks	Inspect Entire Structure for Cracks and Damage
Hyd Brake – Test Booster Application – Engine Off	Inspect for Hydraulic Leaks and Chaffing Hoses
Hyd Brake – Inspect Vacuum Source/Hydra Boost	Inspect Electrical Components for Chaffing and Routing
Hyd Brake – Inspect Mechanical Parking Brake System	Inspect Platform and Barriers
Inspect All Lines – Valves – Fittings – ABS Sensors	Apply lubrication to Pivots
Inspect Front Brake Adjustment	Inspect hydraulic pump unit for leaks and connections
Inspect Front Caliper/Air Chamber Mounting	Uneck oil level in nydraulic unit. Adjust as needed
Inspect Front Brake Lining – Sufficient for Continued Operation	Keinstall Panels and Guards
Inspect Rear Brake Adjustment	recycle int to ensure proper operation
Inspect Rear Cylinder/Caliper/Air Chamber Mounting	DD DCOT ID D WA OLI
Inspect Rear Brake Lining – Sufficient for Continued Operation	FREDOURE WASH
I I	Engine - Onuclearnage Cleaned as Meeded

All Fluids Sufficient for Test Drive	RF:
Transmission Chiffs through All Danges	
I fansmission Shifts through All Ranges	
lest Retarder Operation	
Vehicle Turns Freely in Both Directions	
Vehicle Stops Straight Without Excessive Vibration/Noise	RRI;
Engine Performance Acceptable	
All Warning – Emission – Check Engine Alerts OFF	
Test Parking Brake Holds Vehicle while in Gear	RRT:
No Unusual Noises or Vibrations	SET Tire Pressure to Tire Placard Rating
ADDUTTONAL TASKS TO BE DE	RECORMED PER INSPECTION
ADDITIONAL TASKS TO BUFE	ADDITIONAL TASKS FOR "B" SERVICE
ADDITIONAL LASKS FOR A,D,C SERVICE	Paplace Engine Oil and Filter (See PM Reference Sheet)
Lube All Door – Hatch – Window Hardware – Hinges	Deplace Englise On and Firth (Geo I M Reader Show Cheer)
Lube Emergency Exit Latches (Lube Stick only)	Replace Suspension An Filter/Obtain Sample (See PM Refe
	Sheet)
Lube All Suspension Points	Tast Coolent DU /Protection Replace Coolent if Neede
	Benless Coolant Filter
Lube All Drive Shaft Points	. IKeplace Opplant Piller
LIGHTLY Lube "S" Cam Tubes	
LIGHTLY Lube Slack Adjusters	ADDITIONAL TASKS FOR "C" SERVICE
	Replace Power Steering/Hydraulic Fluid and Filter
ADDITIONAL TASKS FOR "A.B.C" SERVICE	Replace Rear Differential Lubricant/Inspect Bearings
Inspect/Replace Air Filter – Reset Indicator	Replace Front Axle Lubricant /Inspect Bearings
Replace Fuel Filter/Oil Water Separator	Replace Tag Axle Lubricant/Inspect Bearings
Obtain Engine Oil Sample	Replace Axle Seals
Fill all Fluids as Needed	Perform Wheels Off Brake Inspection
rin an Funds as focucu	Torque all Wheels
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	Service Work/Repairs Completed
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Parts Used					
Qty	Description	Part Number	Cost	Total	
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# national express Westmoreland Transit #7011 PMI Chart

Bus A	PMI Date	PMI Mileage	Oil Change Mileage	Last PMI Type Done	Current Date	Current Mileage	Next PMI Date	Next PMI Mileage	Number of Days Till Due	Number Of Miles Till Due
001	1/6/2014	5348	5348	A	2/10/2014	9081		11348	· . ·	2267
001	2/1/2014	62194	62194	Α	2/10/2014	62663	4/17/2014	68194	66	
002	1/8/2014	105533	105533	Α	2/10/2014	109351		111533	-	2182
004	1/31/2014	83977	83977	С	2/10/2014	84630	4/16/2014	89977	65	
005	12/14/2013	113968	113968	A	2/10/2014	118813		119968		(115)-
006	12/27/2013	114203	114203	Α	2/10/2014	119163		120203		104(0)
007	12/16/2013	110448	110448	Α	2/10/2014	116411	····	116448		37
008	1/20/2014	43978	43978	С	2/10/2014	45069		49978		
009	2/1/2014	108637	108637	A	2/10/2014	109546	4/17/2014	114637	66	e coasta a
						46602	se, s.	51197	ere state.	
111	1/17/2014	45197	45197		2/10/2014	35216		39746	5	
115	1/13/2014	33746	33/40	A	7/10/2014	4281		109826		105545
226	12/16/2013	103826	103820	<u> </u>	2/10/2014	43384	4/20/2014	49059	69	
227	2/4/2014	43059	43059		2/10/2014	803	5	1422		6191
228	12/20/2013	8226	8220		2/10/2014	9879		10070	Services	1914
229	11/23/2013	94708	94700 20150	A A	2/10/2014	4069	4/12/2014	4555	61	
230	1/2//2014	39559	24/10		2/10/2014	3687	1	4041	3	
231	1/16/2014	34418	120020		2/10/2014	12439	3 3/16/201	12693	399	
235	12/31/2014	0000	120350		2/10/2014	1173	4	1485	B	
236	1/2/2014	0000	25 957		2/10/2014	3827	6	4185	2	
237	1/0/2014	7/057	74857		2/10/2014	7896	4	8085	7	1893
238	12/24/2013	166051	166051		2/10/2014	17146	5	17495	1	3486
1001	12/20/201	160016	169016		2/10/2014	17698	2 2/23/201	4 17701	6 1	3 34
1002	12/10/2013	160430	160430		2/10/2014	16558	8 2/19/201	4 16843	9	9 2851
1003	12/0/201	156251	156251		2/10/2014	16320	5	16425	1	1045
1004	1/29/2013	1 166540	166549		2/10/2014	16808	6 4/13/201	4 17454	96	2
1005	1/31/201	1 181773	18177	A	2/10/2014	18271	4 4/16/201	4 18977	36	5 0 5 10 10
1007	1/9/201	4 167744	16774	A A	2/10/2014	17272	5	17574	4	3019
1008	1/9/201	4 178150	17815	A	2/10/2014	18169	2	18615	0	
1009	12/17/201	3 157581	15758	1 A	2/10/2014	16527	2	16558	1	202
1010	12/18/201	3 16698:	16698	1 A	2/10/2014	17463	3	17498	1	C. A.
1011	10/4/201	3 15351	1 15351	1 A	2/10/2014	15493	1	16151	1	
1012	1/17/201	4 132510	13251	0 A	2/10/2014	13464	8	14050	LO	
1013	12/12/201	3 15409:	1 15409	1 A	2/10/2014	15576	54	16209	)1 1	5
1014	12/11/201	3 16069	16069	0 A	2/10/2014	16615	51 2/24/20:	4 1686	0	4 2539
1015	12/11/201	3 15890	8 15890	8 A	2/10/2014	16658	31 <b>2/24/20</b> :	16690	)8	<u>A</u>
1016	2/6/201	4 17474	0 17474	0 A	2/10/2014	1749	50 4/22/20	4 1827	10 7	1 × 2333
1017	7/5/201	3 4340	9 4340	9 A	2/10/2014	434(	09	514	19	
1018	8/14/201	3 2581	9 2581	9 C	2/10/2014	258	19	338	19	
Jeep	1/24/201	4 7353	3 7353	3 A	2/10/2014	736	83 7/23/20	14 765.	53 10	15
Cruiser	10/25/201	3 8799	7 8799	7 A	2/10/2014	888	95 4/23/20	14 909	1/	72 2102
Truck	2/5/201	4 11154	0 11154	0 A	2/10/2014	1115	40 8/4/20	1145	4V 1	

Down

	Days	IVITIES.			
K	Past Due		Past Due		
Ε	Due Within 7 Days		Due Within 1500		
-	Due Within 15 Days		Due Within 2500		
Y	Due 16 to 60 Days		Not Due over 250	n n	

### Exhibit F Section 5333(b) Agreement and Current Labor Agreement

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AGREEMENT PURSUANT TO SECTION 13(c) OF THE URBAN

MASS TRANSPORTATION ACT OF 1964, AS AMENDED

WHEREAS, the Westmoreland County Transit Authority of Greensburg, Pennsylvania (Public Body) has filed applications under the Urban Mass Transportation Act of 1964, as amended ("Act") for capital assistance, as more fully described in the project applications (hereinafter jointly referred to as "Project"); and

WHEREAS, the Public Body will lease project equipment to Trans County Bus Lines, Inc. (hereinafter referred to as the "Recipient") and the Public Body will use the Federal operating and capital assistance to subsidize this mass transit carrier, and

WHEREAS, the Recipient will also subcontract certain services as more fully described in the Project to Lincoln Coach Lines, Inc. and H.J. Gongaware Sons, Inc. (hereinafter referred to as the "sub-contractor's"); and

WHEREAS, employees of the Sub-contractors are represented by Local Union 1357, Amalgamated Transit Union, AFL-CIO (hereinafter referred as the "Union"); and

WHEREAS, the Recipient will have the administrative responsibility to carry out the terms and conditions of this Agreement, and the Public Body will have the financial responsibility in the event any Section 13(c) claims are to be paid, and

WHEREAS, Sections 3(e)(4), 5(n)(1) and 13(c) of the Act require, as a condition of any such assistance, that suitable fair and equitable arrangements be made to protect urban mass transportation industry employees affected by such assistance; and

WHEREAS, the parties have agreed upon the following arrangements as fair and equitable:

NOW THEREFORE, it is agreed that the following terms and conditions shall apply and shall be specified in any contract governing such federal assistance to the Recipient:

(1) The term "Project", as used in this agreement, shall not be limited to the particular facility, service, or operation assisted by federal funds, but shall include any changes, whether organizational, operational, technological, or otherwise, which are a result of the assistance provided. The phrase "as a result of the Project" shall, when used in this agreement, include events occurring in anticipation of, during, and subsequent to the Project and any program of efficiencies or economies related thereto; provided, however, that volume rises and falls of business, or changes in Volume and character of employment brought about by causes other than the Project (including any economies or efficiencies unrelated to the Project) are not within the purview of this agreement. (2) The Project, as defined in paragraph (1), shall be performed and carried out in full compliance with the protective conditions described herein.

(3) All rights, privileges, and benefits (including pension rights and benefits) of employees covered by this agreement (including employees having already retired) under existing collective bargaining agreements or otherwise, or under any revision or renewal thereof, shall be preserved and continued; provided, however, that such rights, privileges and benefits not previously vested may be modified by collective bargaining and agreement by the operator of the transit system and the Union to substitute rights, privileges and benefits of equal or greater economic value.

(4) The collective bargaining rights of employees represented by the Union, including the right to arbitrate labor disputes and to maintain union security and checkoff arrangements as provided by applicable laws, policies and/or existing collective bargaining agreements shall be preserved and continued. The Recipient agrees that it will bargain collectively with the Union or otherwise arrange for the continuation of collective bargaining, and that it will enter into agreements with the Union or arrange for such agreements to be entered into, relative to all subjects which are or may be proper subjects of collective bargaining with a private employer.

(5) In the event the Recipient contemplates any change in its organization or operations which will result in the dismissal or displacement of employees, or rearrangement of the working forces represented by the Union as a result of the Project, the Recipient shall give reasonable written notice of such intended change to the Union. Such notice shall contain a full and adequate statement of the proposed changes to be effected, including an estimate of the number of employees of each classification affected by the intended changes. Thereafter, within thirty (30) days from the date of said notice, the Recipient and the Union shall meet for the purpose of reaching agreement with respect to the application of the terms and conditions of this agreement to the intended changes. Any such change involving a dismissal, displacement, or rearrangement of the working forces represented by the Union shall provide for the selection of forces from the employees represented by the Union who are covered by this Agreement on bases accepted as appropriate for application in the particular case; and any assignment of employees made necessary by the intended changes shall be made on the basis of an agreement between the Recipient and the Union. In the event of a failure to agree, the dispute may be submitted to arbitration by either party pursuant to paragraph (11) of this agreement. In any such arbitration, the terms of this agreement are to be interpreted and applied in favor of providing employee protections and benefits no less than those, established pursuant to Sec.5(2)(f) of the Interstate Commerce Act.

(6) (a) Whenever an employee, retained in service, recalled to service, or employed by the Recipient pursuant to paragraphs (5), (7) (e), or (18) hereof is placed in a worse position with respect to compensation as a result of the Project, he shall be considered a "displaced employee", and shall be paid a monthly "displacement allowance" to be determined in accordance with this paragraph.
Said displacement allowance shall be paid each displaced employee during the protective period following the date on which he is first "displaced", and shall continue during the protective period so long as the employee is unable, in the exercise of his seniority rights, to obtain a position producing compensation equal to or exceeding the compensation he received in the position from which he was displaced, adjusted to reflect subsequent general wage adjustments, including cost-of-living adjustments where provided for.

(b) The displacement allowance shall be a monthly allowance determined by computing the total compensation received by the employee, including vacation allowances and monthly compensation guarantees, and his total time paid for during the last twelve (12) months in which he performed compensated service more than fifty per centum of each such months, based upon his normal work schedule, immediately preceding the date of his displacement as a result of the Project, and by dividing separately the total compensation and the total time paid for by twelve, thereby producing the average monthly time paid for. Such allowance shall be adjusted to reflect subsequent general wage adjustments, including cost-of-living adjustments where provided for. If the displaced employee's compensation in his current position is less in any month during his protective period than the aforesaid average compensation (adjusted to reflect subsequent general wage adjustments, including cost-of-living adjustments where provided for), he shall be paid the difference, less compensation for any time lost on account of voluntary absences to the extent that he is not available for service equivalent to his average monthly time, but he shall be compensated in addition thereto at the rate of the current position for any time worked in excess of the average monthly time paid for. If a displaced employee fails to exercise his seniority rights to secure another position to which he is entitled under the then existing collective bargaining agreement, and which carries a wage rate and compensation exceeding that of the position which he elects to retain, he shall thereafter be treated, for the purposes of this paragraph, as occupying the position he elects to decline.

(c) The displacement allowance shall cease prior to the expiration of the protective period in the event the displaced employee's resignation, death, retirement, or dismissal for cause in accordance with any labor agreement applicable to his employment.

(7) (a) Whenever any employee is laid off or otherwise deprived of employment as a result of the Project, in accordance with any collective bargaining agreement applicable to his employment, he shall be considered a "dismissed employee" and shall be paid a monthly dismissal allowance to be determined in accordance with this paragraph. Said dismissal allowance shall first be paid each dismissed employee on the thirtieth (30th) day following the day on which he is "dismissed" and shall continue during the protective period, as follows:

Employee's length of service prior to adverse effect

> l day to 6 years 6 years or more

Period of protection

equivalent period 6 years The monthly dismissal allowance shall be equivalent to one~twelfth (1/12th) of the total compensation received by him in the last twelve (12) months of his employment in which he performed compensation service more than fifty per centum of each such months based on his normal work schedule to the date on which he was first deprived of employment as a result of the Project. Such allowance shall be adjusted to reflect subsequent general wage adjustments, including cost-of-living adjustments where provided for.

(b) An employee shall be regarded as deprived of employment and entitled to a dismissal allowance when the position he holds is abolished as a result of the Project, or when the position he holds is not abolished but he loses that position as a result of the exercise of seniority rights by an employee whose position is abolished as a result of the Project or as a result of the exercise of seniority rights by other employees brought about as a result of the Project, and he is unable to obtain another position, either by the exercise of his seniority rights, or through the Recipient, in accordance with subparagraph (e). In the absence of proper notice followed by an agreement or decision pursuant to paragraph (5) hereof, no employee who has been deprived of employment as a result of the Project shall be required to exercise his seniority rights to secure another position in order to qualify for a dismissal.

(c) Each employee receiving a dismissal allowance shall keep the Recipient informed as to his current address and the current name and address of any other person by whom he may be regularly employed, or if he is self-employed.

(d) The dismissal allowance shall be paid to the regularly assigned incumbent of the position abolished. If the position of an employee is abolished when he is absent from service, he will be entitled to the dismissal allowance when he is available for service. The employee temporarily filling said position at the time it was abolished will be given a dismissal allowance on the basis of that position, until the regular employee is available for service and thereafter shall revert to his previous status and will be given the protections of the agreement in said position, if any are due him

(e) An employee receiving a dismissal allowance shall be subject to call to return to service by his former employer after being notified in accordance with the terms of the then-existing collective bargaining agreement. Prior to such call to return to work by his employer, he may be required by the Recipient to accept reasonably comparable employment for which he is physically and mentally qualified, or for which he can become qualified after a reasonable training or retraining period, provided it does not require a change in residence or infringe upon the employment rights of other employees under then-existing collective bargaining agreements.

(f) When an employee who is receiving a dismissal allowance again commences employment in accordance with subparagraph (e) above, said allowance shall cease while he is so reemployed, and the period of time during which he is so reemployed shall be deducted from the total period for which he is entitled to receive a dismissal allowance. During the time of such reemployment, he shall be entitled to the protections of this agreement to the extent they are applicable.

(g) The dismissal allowance of any employee who is otherwise employed shall be reduced to the extent that his combined monthly earnings from such other employment of self-employment, any benefits received from any unemployment insurance law, and his dismissal allowance exceed the amount upon which his dismissal allowance is based. Such employee, or his union representative, and the Recipient shall agree upon a procedure by which the Recipient shall kept currently informed of the earnings of such employee in employment other than with his former employer, including self-employment, and the benefits received.

(h) The dismissal allowance shall cease prior to the expiration of the protective period in the event of the failure of the employee without good cause to return to service in accordance with the applicable labor agreement, or to accept employment as provided under subparagraph (e) above, or in the event of his resignation, death, retirement, or dismissal for cause in accordance with any labor agreement applicable to his employment.

(i) A dismissed employee receiving a dismissal allowance shall actively seek and not refuse other reasonably comparable employment offered his for which he is physically and mentally qualified and does not require a change in his place of residence. Failure of the dismissed employee to comply with this obligation shall be grounds for discontinuance of his allowance; provided that said dismissal allowance shall not be discontinued until final determination is made wither by agreement between the Recipient and the employee or his representative, or by final arbitration decision rendered in accordance with paragraph (15) of this agreement that such employee did not comply with this obligation.

(8) In determining length of service of a displaced or dismissed employee for purposes of this agreement, such employee shall be given full service credits in accordance with the records and labor agreements applicable to him and he shall be given additional service credits for each month in which he receives a dismissal or displacement allowance as if he were continuing to perform services in his former position.

(9) No employee shall be entitled to either a displacement or dismissal allowance under paragraphs (6) or (7) hereof because of the abolishment of a position to which, at some future time, he could have bid, been transferred, or promoted.

(10) No employee receiving a dismissal or displacement allowance shall be deprived, during his protected period, of any rights, privileges, or benefits attaching to his employment, including, without limitation, group life insurance, hospitalization and medical care, free transportation for himself and his family, sick leave, continued status and participation under any disability or retirement program, and such other employee benefits as Reilroad Retirement, Social Security, Workmen's Compensation, and unemployment compensation, as well as any other benefits to which he may be entitled under the same conditions and so long as such benefits continue to be accorded to other employees of the bargaining unit, in active service or furloughed, as the case may be.

(11)(a) Any employee covered by this agreement who is retained in the service of this employer, or who is later restored to service after being entitled to receive a dismissal allowance and who is required to change the point of his employment in order to retain or secure active employment with the Recipient in accordance with this agreement, and who is required to move his place of residence, shall be reimbursed for all expenses of moving his household and other personal effects, for the traveling expenses for himself and members of his immediate family, including living expenses for himself and his immediate family, and for his own actual wage loss during the time necessary for such transfer and for a reasonable time thereafter, not to exceed five (5) working days. The exact extent of the responsibility of the Recipient under this paragraph, and the ways and means of transportation, shall be agreed upon in advance between the Recipient and the affected employee or his representatives.

(b) If any such employee is laid off within three (3) years after changing this point of employment in accordance with paragraph (2) hereof, and elects to move his place of residence back to his original point of employment, the Recipient shall assume the expenses, losses and costs of moving to the same extent provided in subparagraph (a) of this paragraph (11) and paragraph (12)(a) hereof.

(c) No claim for reimbursement shall be paid under the provisions of this paragraph unless such claim is presented to the Recipient within ninety (90) days after the date on which the expenses were incurred.

(d) Except as otherwise provided in subparagraph (b), changes in place of residence, subsequent to the initial changes as a result of the Project, which are not a result of the Project but grow out of the normal exercise of seniority rights, shall not be considered within the purview of this paragraph.

(12)(a) The following conditions shall apply to the extent they are applicable in each instance to any employee who is retained in the service of the employer (or who is later restored to service after being entitled to receive a dismissal allowance), who is required to change the point of his employment as a result of the Project, and is thereby required to move his place of residence.

If the employee owns his own home in the locality from which he is required to move, he shall, at this option, be reimbursed by the Recipient for any loss suffered in the sale of his home for less than its fair market value, plus conventional fees and closing costs, such loss to be paid within thirty (30) days of settlement or closing on the sale of the home. In each case, the fair market value of the home in question shall be determined, as of a date sufficiently prior to the date of the Project, so as to be unaffected thereby. The Recipient shall, in each instance, be afforded an opportunity to purchase the home at such fair market value before it is sold by the employee to any other person and to reimburse the seller for his conventional fees and closing costs.

If the employee is under a contract to purchase his home, the Recipient shall protect him against loss under such contract, and in addition, shall relieve him from any further obligation thereunder.

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If the employee holds an unexpired lease of a dwelling occupied by him as his home, the Recipient shall protect him from all loss and cost in securing the cancellation of said lease.

(b) No claim for loss shall be paid under the provisions of this paragraph unless such claim is presented to the Recipiant within one year after the effective date of the change in residence.

(c) Should a controversy arise in respect to the value of the home, the loss sustained in its sale, the loss under a contract for purchase, loss and cost in securing terminationsof a lease, or any other question in connection with these matters, it shall be decided through a joint conference between the employee, or his Union, and the Recipient. In the event they are unable to agree, the dispute or controversy may be referred by the Recipient or the Union to a board of competent real estate appraisers selected in the following manner: one (1) to be selected by the representatives of the employee, and one (1) by the Recipient, and these two, if unable to agree within thirty (30) days upon the valuation, shall endeavor by agreement within ten (10) days thereafter to select a third appraiser or to agree to a method by which a third appraiser shall be selected, and failing such agreement, either party may request the State or local Board of Real Estate Commissioners to designate within ten (10) days a third appraiser, whose designation will be binding upon the parties and whose jurisdiction shall be limited to determination of the issues raised in this paragraph only. A decision of a majority of the appraisers shall be required and said decision shall be final, binding, and conclusive. The compensation and expenses of the neutral appraiser, including expenses of the appraisal board, shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them, including the compensation of the appraiser selected by such party.

(d) Except as otherwise provided in paragraph (11)(b) hereof, changes in place of residence, subsequent to the initial changes as a result of the Project, which are not a result of the Project but grow out of the normal exercise of seniority rights, shall not be considered within the purview of this paragraph. (e) "Change in residence" means transfer to a work location which is either (A) outside a radius of twenty (20) miles of the employee's former work location and farther from his residence than was his former work location, not (B) is more than thirty (30) normal highway route miles from his residence and also farther from his residence than was his former work location.

(13) A dismissed employee entitled to protection under this agreement may, at his option within twenty-one (21) days of his dismissal, resign and (in lieu of all other benefits and protectio: provided in this agreement) accept a lump sum payment computed in accordance with section (9) of the Washington Job Protection Agreement of May 1936:

	Length of Service							Separation Allowance			
1 2 3 5 10	year years u u u	and n n n n	1ess n n n	that n n U	2 3 5 10 15	years n n n	·	3 - 5 9 12 12 12	wonthi' n n n n n	ы 11 12 13 14 14 15 15 15 15 15 15 15 15 15 15 15 15 15	

In the case of an employee with less than one year's service, five days' pay, computed by multiplying by 5 the normal daily earnings (including regularly scheduled overtime, but excluding other overtime payments) received by the employee in the position last occupied, for each month in which he performed service, will be paid as the lump sum.

(a) Length of service shall be computed as provided in Section 7(b) of the Washington Job Protection Agreement, as follows:

For the purposes of this agreement, the length of service of the employee shall be determined from the date he last acquired an employment status with the employing carrier and he shall be given credit for one month's service for each month in which he performed any service (in any capacity whatsoever) and twelve (12) such months shall be credited as one year's service. The employment status of an employee shall not be interrupted by furlough in instances where the employee has a right to and does return to service when called. In determining length of service of an employee organization, he will be given credit for performing service while so engaged on leave of absence from the service of a carrier.

(b) One month's pay shall be computed by multiplying by 30 the normal dailey earnings (including regularly scheduled overtime, but excluding other overtime payments) received by the employee in the position last occupied prior to time of his dismissal as a result of the Project. (14) Whenever used herein, unless the context requires otherwise, the term "protective period" means that period of time during which a displaced or dismissed employee is to be provided "protection hereunder and extends from the date on which an employee is displaced or dismissed to the expiration of six (6) years therefrom, provided, however, that the protective period for any particular employee during which he is entitled to receive the benefits of these provisions shall not continue for a longer period following the date he was displaced or dismissed than the employee's length of service, as shown by the records and labor agreements applicable to his employment prior to the date of his displacement or his dismissal.

(15)(a) In the event of any labor dispute involving the Recipient and the employees covered by this agreement which cannot be settled within thirty (30) days after such dispute first arises, such dispute may be submitted at the written request of either the Union or the Recipient to a board of arbitration selected in accordance with the existing collective bargaining agreement, if any, or if none, as hereinafter provided. The Recipient and the Union shall each, within ten (10) days, select one member of the arbitration board and the two members thus chosen shall select a third member who shall serve as chairman. Should the two members be unable to agree upon the appointment of the neutral member within ten (10) days , either party may request the American Arbitration Association to furnish a list of five (5) persons from which the neutral member shall be selected. The parties shall, within five (5) days after the receipt of such list determine by lot the order of elimination, and thereafter each shall, in that order, alternately eliminate one name until only one name remains. The remaining person on the list shall be the neutral member. The decision by majority vote of the arbitration board shall be final, binding and conclusive and shall be rendered within forty-five (45) days from the date the neutral member is appointed. All contract terms and conditions shall remain in effect until the award is issued. Awards made pursuant to said arbitration may include full back pay and allowances to employee-claimants. The salaries and expenses of the neutral member shall be borne equally by the parties to the proceedings, and all other expenses shall be paid by the party incurring them. The term "labor dispute" shall be broadly construed and shall include, but not be limited to, any controversy concerning wages, salaries, hours, sick leave, insurance, or pension and retirement provisions, the making or maintaining of collective bargaining agreements, the terms to be included in such agreements and the interpretation or application of such collective bargaining agreements, any grievances that may arise, and any controversy arising out of or by virtue of any provisions of this agreement. Nothing in this paragraph, or agreement, shall be construed to enlarge or limit the right of the employees covered by this agreement, or their employer, to utilize upon expiration of any collective bargaining agreement or otherwise any economic measures that are not inconsistent or in conflict with the collective bargaining agreement or applicable law.

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(b) In the event of any dispute as to whether or not a particular employee was affected by the Project, it shall be his obligation to identify the Project and specify the pertinent facts of the Project relied upon. It shall then be the Recipient's burden to prove that factors other than the Project affected the employee. The claiming employee shall prevail if it is established that the Project had an effect upon the employee even if other factors may also have affected the employee (Hodgson's Affidavit in Civil Action No. 825-71).

(16) Nothing in this agreement shall be construed as depriving any employee of any rights or benefits which such employee may have under any existing job security or other protective conditions or arrangements by collective bargaining agreement or law where applicable, including P.L. 93-236, enacted January 2, 1974; provided that there shall be no duplication of benefits to any employees, and, provided further, that any benefit under the agreement shall be construed to include the conditions, responsibilities, and obligations accompanying such benefit.

(17) The Public Body, through the Recipient shall be financially responsible for the application of these conditions and will make the necessary arrangements so that any employee affected as a result of the Project may file a claim through his Union representative with the Recipient within sixty (60) days of the date he is terminated months of the date his position with respect to his employment is otherwise worsened as a result of the Project; provided, in the latter case, if the events giving rise to the claim have occurred over an extended period, the 18-month limitation shall be measured from the last such event; provided, further, that no benefits shall be payable for any period prior to six (6) months from the date of the filing of the claim. Unless such claims are filed with the Recipient within said time limitations the Receipient shall thereafter be relieved of all liabilities and obligations related to said claims. The Recipient will fully honor the claim, making appropriate payments, or will give notice to the claimant and his representative of the basis for denying or modifying such claim, giving reasons therefor. In the event the Recipient fails to honor such claim, the Union may invoke the following procedures for further joint investigation of the claim by giving notice in writing of its desire to pursue such procedures. Within ten (10) days from the receipt of such notice, the parties shall exchange such factual material as may be requested of them relevant to the disposition of the claim and shall jointly take such steps as may be necessary or desirable to obtain from any third party such additional factual material as may be relevant. In the event the claim is so rejected by the Recipient, the claim may be processed to arbitration as hereinabove provided by paragraph (15). Prior to the arbitration hearing, the parties shall exchange a list of intended witnesses. In conjunction with such proceedings, the impartial arbitrator shall have the power to subpoena witnesses upon the request of nay party and to compel the production of

documents and other information denied in the pre-arbitration period which is relevant to the disposition of the claim.

Nothing included herein as an obligation of the Recipient shall be construed to relieve any other urban mass transportation employer of the employees covered hereby of any obligations which it has under existing collective bargaining agreements, including but not limited to obligations arising from the benefits referred to in paragraph (10) hereof, nor make any such employer a thirdparty beneficiary of the Recipient's obligations contained herein, nor deprive the Recipient of any right of subrogation.

(18) During the employee's protective period, a dismissed employee shall, if he so requests, in writing, be granted priority of employment to fill any vacant position within the jurisdiction and control of the Recipient, reasonably comparable to that which he held when dismissed, for which he is, or by training or retraining can become, qualified; not, however, in contravention of collective bargaining agreements relating thereto. In the event such employee requests such training or re-training to fill such vacant position, the Recipient shall provide for such training or re-training at no cost to the employee. The employee shall be paid the salary or hourly rate provided for in the applicable collective bargaining agreement for such position, plus any displacement allowance to which he may be otherwise entitled. If Buch dismissed employee who has made such request fails, without good cause, within ten (10) days to accept an offer for which he is qualified, or for which he has satisfactorily completed such training, he shall, effective at the expiration of such ten-day period, forfeit all rights and benefits under this agreement.

As between employees who request employment pursuant to this paragraph, the following order where applicable shall prevail in hiring such employees:

(a) Employees in the craft or class of the vacancy shall be given priority over employees without seniority in such craft or class;

(b) As between employees having seniority in the craft or class of the vacancy, the senior employees, based upon their service in that craft or class, as shown on the appropriate seniority roster, shall prevail over junior employees; ....

(c) As between employees not having seniority in the craft or class of the vacancy, the senior employees, based upon their service in the crafts or classes in which they do have seniority as shown on the appropriate seniority rosters, shall prevail over junior employees.

(19) This agreement shall be binding upon the seccessors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by reason of the arrangements made by or for the Recipient to manage and operate the system. Any such person, enterprise, body, or agency, whether publicly or privately owned, which shall undertake the management or operation of the system, shall agree to be bound by the terms of this agreement and accept the responsibility for full performance of these conditions.

(20) The employees covered by this agreement shall continue to receive any applicable coverage under Social Security, Railroad Retirement, Workmen's Compensation, unemployment compensation, and the like. In no event shall these benefits be worsened as a result of the Project.

(21) In the event any provision of this agreement is held to be invalid, or otherwise unenforceable under the federal, state or local law, in the context of a particular Project, the remaining provisions of this agreement shall not be affected and the invalid or unenforceable provision shall be renegotiated by the Recipient and the interested Union representatives of the employees involved for purpose of adequate replacement under 13(c) of the Act. If such negotiation shall not result in mutually satisfactory agreement, any party may invoke the jurisdicition of the Secretary of Labor to determine substitute fair and equitable employee protective arrangements for application only to the particular Project, which shall be incorporated in this agreement only as applied to that Project, and any other appropriate action, remedy, or relief.

(22) On the initial staffing of additional jobs on the Public Body's system (presently Trans County), affected mass transit employees will be given first opportunity for employment in any new jobs included in the bargaining unit or comparable to those included in the bargaining unit, created as a result of the Project for which they are, or by training or re-training can become, qualified. All such jobs shall be filled in accordance with seniority and allocated on a fair and equitable basis under arrangements to be mutually determined by the Recipient, or other operator of the transit system, and the Union prior to the filling of such jobs, or by arbitration at the request of either party, if such arrangements are not agreed upon prior to such date. The Recipient or other operator of the transit system will not tender such jobs to any other individual or individuals so long as there are members of the bargaining unit who are qualified, or after a reasonable training period can become qualified, and are willing to bid these jobs.

The Receipient or other operator of the transit system will give written notice to the Union prior to commencing any new operations which create additional jobs and the parties shall thereafter meet at mutually agreeable times to negotiate concerning the datails of a preferential employment opportunity plan, and the wages, hours, and working conditions for employees assigned to such new operations. Any agreement reached upon such provisions shall be executed by all parties and made a part of this agreement. In the event the parties are unable to agree upon such provisions, the dispute may be submitted to arbitration as hereinafter provided. (23) If any employer of the employees covered by this agreement shall have rearranged or adjusted its forces in anticipation of the Project, with the effect of depriving an employee of benefits to which he should be entitled under this agreement, the provisions of this agreement shall apply to such employee as of the date when he was so affected.

(24) In the context of a particular Project, any other union which is the collective bargaining representative of urban mass transportation employees in the service area of the Recipient, and which may be affected by the assistance to the Recipient within the meaning of 49 U.S.C.A. 1609(c), may become a party to this agreement as applied to the Project, by serving written notice of its desire to do so upon the other union representatives of the employees affected by the Project, the Recipient, and the Secretary of Labor. In the event of any disagreement that such labor organization should become a party to this agreement, as applied to the Project, then the dispute as to whether such labor organization shall participate shall be determined by the Secretary of Labor.

(25) All employees represented by the Union who are covered by this agreement shall continue to be employed on the transit system by any successor-employer in the management and operation of the transit system and seniority rights of all such employees shall be maintained and continued in accordance with the seniority rosters in effect of the date of acquisition of the system by the successor-employer. All persons employed under the provisions of this paragraph shall be appointed to comparable positions on the transit system without examination, and such employees shall be credited with their years of service for purposes of seniority, vacations and pensions in accordance with the Recipient's records and applicable collective bargaining agreements. The successoremployer shall assume, or arrange for the assumption of, the obligations of the Recipient with regard to wages, hours, working conditions, health and welfare, and pension or retirement provisions for employees. No employee of the Recipient shall suffer any worsening of his wages, seniority, pension, vacation, health, and welfare insurance, or any other benefits by reason of his transfer to a position with the successor-employer.

(26) The Public Body will take the necessary steps to insure that Trans County Bus Lines will not compete with, replace or displace fixed route services now or hereafter operated by the Recipient, including, without being limited to low density suburban service and "owl" (late) runs without affording affected employees full protections as defined in this Agreement.

(26) In the event any Project to which this agreement applies is approved for assistance under the Act, the foregoing terms and conditions shall be made part of the contract of assistance between the federal government and the Recipient or other applicant for federal funds; provided, however, that this agreement shall not merge into the contract of assistance but shall be independently binding and enforceable by and upon the parties thereto, in accordance with its terms, nor shall any other employee protective agreement nor any collective bargaining agreement merge into this agreement, but each shall be independently binding and enforceable by and upon the parties thereto, in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their duly authorized representatives this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 1981.

WESTMORELAND COUNTY TRANSIT AUTHORITY

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# AGREEMENT

By and Between

# Amalgamated Transit Union #1738

And

# National Express Transit Services Corporation

August 17, 2017 through August 16, 2019

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#### ARTICLE 1 - AGREEMENT

This Agreement made, entered, and is effective August 17, 2017, by and between National Express Transit Corporation, its successors and / or assigns, part of the first hereto, hereinafter referred to as the "Company" and Local 1738 of the Amalgamated Transit Union of Latrobe Pennsylvania AFL-CIO, CLC, party of the second part, hereinafter referred to as the "Union".

Whereas, National Express Transit Corporation, is engaged in furnishing an important public service which impresses upon both Employees and management a common responsibility to furnish a safe, dependable, and economical service to the public at all times; whereas, this mutual responsibility requires that all matters of possible dispute between Employees and management will be settled in an orderly way without the interruption of service or inconvenience to the public; whereas, both parties to this Agreement help comply to these mutual responsibilities to the public: Now, therefore in consideration of the premises and the mutual promise and covenants hereinafter contained, and intending to be legally binding, the parties hereto agree as follows.

#### ARTICLE 2 - TERMS OF AGREEMENT

2.1 The term of this Agreement shall begin on August 17, 2017, and shall continue in full force and in effect through August 16, 2019, or until such later date as the two parties may hereinafter agree it to be extended in accordance with the terms of this Agreement. Any such extended date shall be evidenced by an amendment to this Agreement, to which both parties shall signify their approval by affixing their signature thereto. No agreements written or verbal, discussions, or changes shall be negotiated between any Employee and the Company not recognized by Local 1738 of Latrobe.

# ARTICLE 3 - MANAGEMENT RIGHTS

The Union recognizes the exclusive right of the Company to manage and direct the work force, including the right to hire, suspend, discipline, discharge for just cause, promote, demote, transfer, and the right to determine the size of the work force, establishment and modification of rules. Each Employee covered by the Agreement shall have the right provided in this Agreement for the adjustment of grievances. The Company exclusively retains all of the normal and inherent rights of management, which are not modified or restricted by a specific provision of this Agreement.

# ARTICLE 4 - NO STRIKE – NO LOCKOUT

4.1 For harmonious relations between the Employees and the Company, it is mutually agreed by both parties hereto that there shall be no strike, or slow down during the term of this Agreement or any renewal thereof, however, Employees shall not be required to cross a primary picket line. In addition, the Company agrees that there will be no lockout during the term of this Agreement or any renewal thereafter. All disputes shall be settled by the grievance procedure as herein provided under Article 7 of this Agreement. If the dispute is not settled through the grievance procedure, then it shall be a both parties decision as to how to settle the grievance.

#### **ARTICLE 5 - UNION RECOGNITION**

5.1 The Company and / or its successors and / or assigns shall recognize the Amalgamated Transit Union Local 1738 of Latrobe as the sole and exclusive representative for all full-time and regular part-time drivers, maintenance technicians and utility workers excluding dispatchers, office supervisors, road supervisors and clerical employees, for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and all other conditions of employment.

5.2 In the event of an intended change of control, discontinuation of service by the Company, dissolution, sale of assets or other disposition, the Company will notify the Union as soon as it enters into an Agreement or receives notice of a qualifying expected change of operations and shall notify any successor or assign of the existence of the Collective Bargaining Agreement as a successor. Any such notice pursuant to the terms of this Article to another entity must also be contemporaneously provided to the Union.

## ARTICLE 6 - UNION SECURITY AND CHECK-OFF

6.1 All Employees who are members of the Union at the time of execution of this Labor Agreement or become members of the Union at any time subsequent thereto shall remain members of the Union during the life of this Labor Agreement or extensions.

6.2 The Union agrees that all such Employees will be accepted into membership on the same terms and conditions generally applicable to other members and further, that the Company will not be requested to discharge an Employee for reasons other than such Employee's failure to tender monthly dues, initiation fees and assessments uniformly required as a condition of retaining membership with the Union.

The Company agrees to deduct from the Employee's wages for the purpose of transmittal, monthly dues, initiation fees and assessments, as instructed by the Union and remit said money to the Amalgamated Transit Union Local 1738 of Latrobe, Pennsylvania as instructed in this Article.

6.3 The Union shall provide the Company with the standard bargaining unit membership information authorizing such deductions. Dues deductions shall begin on the 31<sup>st</sup> day of employment. All authorizations shall remain in effect for the life of his / her employment. Any change in the monthly dues, initiation fees and assessments shall take effect the first of the month following receipt of written notice to the Company from the Union. The Company shall be notified at least thirty (30) days in advance of any changes in the monthly dues, initiation fees or assessments by the Amalgamated Transit Union Local 1738 of Latrobe, Pennsylvania.

6.4 An itemized statement of the total amount deducted each month, together with a list of all Employees names, and Company I.D. number from whom the monthly dues, initiations fees or assessments have been deducted shall be mailed to the Amalgamated Transit Union Local 1738 mailing address as provided by the Union. All deductions shall be transmitted to the Union no later than ten (10) working days following the second (2<sup>nd</sup>) pay period of each month in which the deduction takes place. The Company shall notify the Union in writing within seven (7) working days of the hire of a new Employee. The Company shall furnish the new Employee's name, Company I.D. number, date of hire, address and telephone number.

6.5 The Company agrees to remove from service, upon receiving seven (7) days written notice, signed by the Financial Secretary – Treasurer of the Union, or his / her designee, any Employee with respect to whom such notice may state that said Employee is not a member in good standing of the Union for the reasons set forth in this Article. The Company shall notify the Union in writing within seven (7) working days of the date a bargaining unit Employee retires, resigns or self-termination. The Company shall furnish the Employee's name and final date of employment.

6.6 The Company agrees that new Employees can be assigned work out of any facility covered under the Labor Agreement but must have completed the necessary Union paperwork to join the bargaining unit within thirty (30) days required by the Local Union. Once the Union has received the necessary information, the Company will be notified by the Union by providing the necessary information needed to begin the required Union deductions to become a bargaining unit Employee. If said Employee hasn't completed the necessary paperwork in this time frame, the Employee will be terminated.

6.7 The Company agrees not to discuss, produce or transmit any documents concerning the direction or transmission of monthly dues deductions, initiation fees or assessments to anyone without the consent of the President-Business Agent, his / her designee, or a subpoena.

6.8 The Union shall indemnify the Company and hold it harmless against any and all claims, demands, suits or other forms or liability of any kind, which may arise out of or by reason of actions taken by the Company for the purpose of complying with this Article.

#### ARTICLE 7 - GRIEVANCE PROCEDURE

7.1 The Company and the Union believe that in order to foster good labor-Management relations, potential grievance issues may be best addressed if they are informally discussed and resolved, if possible; as early as possible after the issue is known. Therefore, the Company and the Union encourage employees to discuss the matter with the employee's Supervisor or the General Manager as soon as possible after the issue comes to the employee's attention. Such discussion will include the Union Steward, or designee. However, such informal discussions shall not extend the time limits for filing or processing a grievance in writing as set forth in STEP 1, and it is the aggrieved party's responsibility to comply with those time limits.

7.2 Should an Employee have a grievance concerning the meaning, intention of this Agreement or any situation described in Article seven (7), or should any dispute occur between the Company and the Union regarding the meaning or intention of this Labor Agreement, the grievance procedure provided herein shall be the sole and exclusive remedy for an alleged grievance under this Agreement and the result achieved through the application of this procedure shall resolve a grievance for all purposes. The Company shall turn over any information that is allowed by law that is requested by the union in writing, within seven (7) calendar days. The grievant shall have the right to be present at each step of the grievance procedure including the final resolution of such grievance.

The specific steps provided for throughout this Article 7, as well as the time limits for 7.3 each; are intended by the parties to be followed strictly in all cases, except where the parties agree in writing to delete or to add steps or to extend specific time limits. Failure of the Company to comply with the time limits or written extensions provided in STEP 1 or STEP 2, shall be considered an affirmation of the request contained in the grievance, thus disposing of the grievance. Failure of the Union to comply with the time limits provided in STEP 1 or STEP 2 shall be considered as an acceptance of the last answer given by the Company, thus disposing of the grievance. It is agreed that due to the diverse work times of the transit Employees these limits may be extended in writing by mutual agreement between the Union representative, or his / her designee, and the General Manager, or his / her designee, at any step in the grievance procedure. Time limits shall not be extended more than fifteen (15) calendar days for each grievance. If a time limit expires on a Saturday, Sunday or holiday, the final day shall be close of business on the next business day. Past practice(s) has not been presented at STEP 1 or STEP 2 of the grievance process. If a past practice(s) has not been presented at one of these steps then it cannot be presented or used at Arbitration, unless the Company and the Union mutually agree to allow past practice to be presented for the first time at Arbitration.

7.4 For purposes of the Agreement, a grievance is defined as a dispute between the parties concerning the meaning, interpretation, application or alleged violation by the Company of the terms of this Agreement. If a dispute arises over the application or interpretation of this Agreement, the Company and the Union agree that the procedure outlined below shall be the exclusive remedy for such dispute.

STEP 1: The grievant and the Union Representative shall have a meeting with the General Manager, or designee within ten (10) calendar days following knowledge or the incident by the Company. The General Manager, or designee shall give his / her decision within ten (10) calendar days after the first step hearing has been completed.

STEP 2: Voluntary Mediation. In the event the Company and the Union do not resolve the grievance in STEP 1, the Company and the Union may be mutual agreement, refer the matter to mediation, utilizing the services of the Federal Mediation and Conciliation Service (FMCS). It is understood that the mediation process is to be expedited and at any time during the mediation process either the Company or the Union may withdraw from the process.

Any grievance not settled in accordance with STEP 1 or STEP 2 of 7.5 **ARBITRATION:** the Grievance Procedure, may be submitted to arbitration by either party. Within thirty (30) calendar days following the voluntary Mediation hearing, a written request notifying either party of a request for arbitration may be submitted. An arbitrator shall be selected within fourteen (14) calendar days after receipt of the list of arbitrators, and shall be governed by the following procedure. If the parties should fail to mutually agree upon an arbitrator, they shall request the Federal Mediation and Conciliation Service to provide a panel of seven (7) arbitrators who are members of the National Academy of Arbitrators from which they will select the arbitrator by each one alternately striking off a name and the arbitrator left shall be designated as the arbitrator. A "coin toss" will be used to determine who shall have the option of striking the first name. The decision of the arbitrator shall be final and binding upon the parties. The Company and the Union shall notify the other party if legal representation will be present. The arbitrator shall have jurisdiction and authority only to interpret or to determine compliance with the express provisions of this Agreement. The arbitrator shall have no Jurisdiction or authority, by implication or otherwise, to add to or alter in any way the provisions of this Agreement. The meeting location shall take place in the city that the grievance was filed. After the arbitration hearing has been completed and both parites filed their briefs, the arbitrator shall render a decision within forty-five (45) calendar days notifying both parties of his / her decision. The cost of the FMCS panel, neutral arbitrator, and the meeting locations shall be borne equally by both the Company and the Union. Either party may request a court recorder. The court recorder shall provide both parties with a copy of the arbitration hearing transcript, if the cos of the court recorder and the transcript was mutually agreed to be shared equally.

#### ARTICLE 8 - WAGES

Wages for all Employees covered under this Agreement will be set as follows. To qualify, Employees must be Company certified to operate all vehicles, all routes and be available Monday through Saturday, each week.

8.1	Bus Operators	08/17/2017	<u>08/17/2018</u>
	<ul> <li>Training period: No CDL, or CDL without all required endorsements:</li> </ul>	\$ 15,91	\$ 16.39
	<ul> <li>Training period: CDL with all required endorsements and prior experience:</li> </ul>	\$ 21.22	\$ 21.97
8.2	<u>Company Certified Instructors</u> - In addition to Employee rate:	\$ 1.00	\$ 1.03
8.3	Maintenance Technicians - Lead Technician: - Maintenance Tech 1:	\$ 25.00 \$ 22.00	\$ 25.75 \$ 22.66
8.4	Utility Workers - Utility, Washer, Fueler:	\$ 12.00	\$ 12.50
	(in addition to Utility rate):	\$ 3.00	\$ 3.11

# **ARTICLE 9 - UNION REPRESENTATIVES**

9.1 The accredited officers who shall conduct all business under the provisions of this Agreement shall be the officers designated by the Amalgamated Transit Union Local 1738 of Latrobe, Pennsylvania.

9.2 The Union shall notify the Company in writing upon request of the representatives so designated to be recognized or allowed to represent all bargaining unit Employees with respect to the administration of this Agreement.

9.3 Union representatives shall be permitted to investigate, present and process all grievances on the property of the Company. Representatives of the Union shall be permitted at reasonable times upon notification to the Company, during business hours, for the purpose of ascertaining whether or not this Agreement is being observed by the parties and for the purpose of assisting in the adjustments of complaints or grievances.

Union representatives shall notify the Company upon entering Company property.

9.4 The Company shall allow a bulletin board to be used exclusively by the Union, along with an erasable notice board and three tier information holder.

#### **ARTICLE 10 - BENEFITS**

10.1 After six (6) months of full-time employment, full-time Employees shall be provided the following benefits by the Company under this Agreement except where noted in this Article.

Company Provided Health Care Insurance: The Company shall pay the full cost to 10.2 provide healthcare insurance Choice 5PA Tier 1, or a healthcare plan equivalent to said plan in force for each full-time Employee and his / her family covered under this Agreement. Employees entitled to coverage may opt out of this benefit and will be entitled to a monthly payment of twenty-five (25) percent of the monthly cost of the Company of the monthly premium based upon the Employees level of coverage. This coverage is for all full-time Employees with full-time status prior to July 1, 2009. All full-time Employees after this date are entitled to single coverage. Effective with the healthcare plan year effective in October 2014 (2015 plan year), all employees who are eligible for healthcare and have selected healthcare shall be covered by the standard Company plan and comply with all terms and conditions of the plan. Effective with the healthcare plan year of October 2014 (2015 plan year), Employees who are full-time prior to ratification will contribute five (5) percent to the Company for the cost of healthcare. Effective with the healthcare plan year effective October 2015 (2016 plan year), the five (5) percent employee contribution will increase to ten (10) percent. Employees who become full-time after the date of ratification and select healthcare coverage, will pay ten (10) percent to the Company for the cost of healthcare. Effective with the healthcare plan year effective in October 2015 (2016 plan year), the ten (10) percent employee contribution will increase to 15%.

The Company and the Union agree that they will meet to negotiate the effects that the Affordable Health Care Act may have on the Employees and / or Company covered by this Collective Bargaining Agreement.

10.3 <u>Vision Care</u>: The Company shall pay the full cost to provide Vision Care for each fulltime Employee covered under this Agreement or a vision care plan equivalent to said plan in force. The Vision Plan will be for the full-time Employees only with an option for the Employee to pay for spouse and children. 10.4 <u>Life and Disability Insurance:</u> The Company shall pay the cost to provide twentythousand (\$20,000) dollars in term life insurance with an equal Accidental Death and Dismemberment benefit attached to the term life insurance policy for each full-time Employee with no reduction while in the employment of the Company. The Company agrees to also provide a disability insurance policy at the Company's expense that shall pay each full-time Employee after five (5) days of disability and five (5) days if disability due to sickness at threehundred (\$300) dollars per week for up to a maximum of twenty-six (26) weeks.

10.5 <u>Bereavement Days</u>: When full-time or part-time Employees are absent from duty because of a death in the immediate family of said Employee, he / she shall be paid eight (8) hours per day for three (3) days of absence, one which shall be the day of burial. Evidence of death will be required. Immediate family members are defined as Spouse, Children (natural or otherwise), Mother, Father, Mother-in-law, Father-in-law (natural or otherwise), Sister, Sister-in-law, Brother, Brother-in-law, Grandparents, Grandchildren (natural or otherwise).

10.6 <u>Personal Days:</u> Two (2) personal days shall be granted to full-time Employees. Rates of compensation shall be straight time of eight (8) hours of pay. The days shall be taken at the discretion of the Employees with Employer approval. One (1) day shall be a floating personal day and one (1) day shall be the Employee's birthday to be taken at his / her discretion. Employees shall give a written twenty-four (24) hour notice prior to the requested date to the Company to take these days. This time will not be eligible to be used to compute overtime. Part-time Employees will receive one (1) personal day for up to four (4) years of service; over four (4) years, part-time Employees shall receive two (2) personal days based upon weekly average pay. Part-time Employees who have been promoted to full-time status will receive up to one (1) personal day for one (1) year service. At the promotion to full-time, the Employee will automatically be eligible for two (2) personal days.

10.7 <u>Vacations:</u> For the purpose of vacation pay, such pay shall be deemed to be earned after said Employee has completed one (1) calendar year of full-time employment and pursuant to the following schedule. Each Employee shall take his / her vacation as bind, unless a vacation is mutually agreed to by the Company and the Union. Vacations can only be accumulated at the request and consent of the Company. Vacation shall be earned in the prior year. New Employees will not be eligible for vacation until the second year of employment. Should any Employee be dismissed by the Company with just cause, or quits without fourteen (14) days notice, he / she shall forfeit his / her vacation pay. Any Employee discharged with just cause shall forfeit that portion of his / her vacation as specified to the nearest complete month. Any forfeiture of vacation pay, which has been taken but unearned, shall be deducted from the final check.

Vacations are chosen by seniority in March of each year. Scheduling of vacation is set between July to June of the following year contract year. Effective with the 2018 contract year, vacations may be scheduled up to December 31, 2018 only. Effective with the 2019 contract year, year, vacations will begin being scheduled from January to December of each calendar year.

No more than two (2) drivers may be off on any one day. This will be subject to change, depending upon the number of full-time drivers eligible for vacation annually. Each driver has one day to choose their vacation for the year. One week of vacation per driver may be held back to use on an "as needed" basis, using a Time Off Request Form, provided there is availability for that day, and with approval. The vacation book may be taken home but must be returned to Dispatch the following day. All Employees who have scheduled time off and then come to work in lieu of taking vacation are not eligible to retain his / her bid routes for that time only.

Part-time employees promoted to full-time status will retain their original date of hire for selection of vacation time and will be credited with all time worked on a prorated basis for calculating years of service to determine vacation time and payment benefits. Full-time Employees promoted from part-time status prior to the effective date of this Agreement, will be credited as full-time Employees for all service for the purpose of vacation time and pay benefits from their original hire date.

<u>One Week</u>: Full-time Employees who have completed one (1) calendar year of full-time employment with the Company shall be entitled to one (1) week or five (5) working days of annual vacation with pay.

<u>Two Weeks:</u> Full-time Employees who have completed three (3) calendar years of full-time employment with the Company shall be entitled to two (2) weeks or ten (10) working days of annual vacation with pay.

<u>Three Weeks</u>: Full-time Employees who have completed seven (7) calendar years of full-time employment with the Company shall be entitled to three (3) weeks or fifteen (15) days of annual vacation with pay.

All Employees having completed fifteen (15) calendar years of full-time employment with the Company shall receive one (1) additional day of vacations for every two (2) years of service thereafter with a total accumulation of four (4) weeks on his / her 23<sup>rd</sup> year of full-time service. Fifteen years equals sixteen days, Seventeen years equals seventeen days, Nineteen years equals eighteen days and Twenty-one years equals nineteen days. In addition, twenty-three years equals four weeks or twenty days of paid annual vacation.

10.8 <u>Holidays</u>: Full-time Employees shall be guaranteed the following paid holidays at eight (8) hours at their straight time rate per day. All Employees who perform work on the following holidays shall be paid double time for all hours worked. The following holidays shall be recognized under this Agreement:

New Year's Day	Good Friday (*)	Labor Day	Memorial Day
Fourth of July	Martin Luther Kin	g Day (*)	Thanksgiving Day
Christmas Day			

(\*) Good Friday and Martin Luther King Day are considered to be full work days under the Company's contract with its client. This being the case, full-time Employees will be permitted to take Good Friday and / or Martin Luther King Day as paid holidays subject to workload requirements for those days. If workload requirements dictate that full-time Employees are needed to fill routes / shifts, these days may be used at the Employee's discretion on another date, again; subject to workload requirements. Full-time Employees who are not required to work on holidays shall be paid eight (8) hours at their straight time rate. It is understood that a bona fide illness or an Employee from receiving the eight (8) hours holiday pay.

10.9 <u>Paid Sick Leave:</u> All full-time Employees shall be entitled to four (4) paid sick days per calendar year. Said sick days can accumulate to a total of fifty (50) days. An Employee taking more than three (3) consecutive sick days shall submit to the Company a signed doctor's excuse from a medical doctor explaining the reason for said absence from work before the Employee is eligible to be paid for said sick days. The rate of pay for each sick day will be eight (8) hours per day. Part-time Employees shall receive one (1) sick day after one (1) year of service, and after four (4) years they shall receive two (2) days. Part-time Employees who have been promoted to full-time status will automatically be eligible for four (4) paid sick days.

10.10 <u>Pension Program:</u> the Company agrees to continue participation in the Amalgamated Transit Union National 401K Pension Plan. All Employees shall be eligible for the pension plan after six (6) months of service. The Company shall transmit the Employee's percentage to the pension plan administrator within ten (10) days after the second (2<sup>nd</sup>) pay period that deduction take place each month. The administrator of the Pension Plan and all requirements will be designated by the Union. The Employer contribution will be paid with ninety (90) days after the second pay period that deduction takes place each month. The Pension Plan will be funded by the Company. With the Employees having the ability to contribute to the extent the law allows. For all Employees, the Company shall contribute 6% and up to 6% matching funds of the Employer's contribution into the existing Pension Plan for all bargaining unit members.

10.11 <u>Uniforms:</u> The Company will furnish all uniforms to all bargaining unit Employees as needed. The initial uniform shall consist of six (6) shirts, three (3) pair of pants, one (1) jacket, one (1) Safety Vest and one (1) pair of Ice Cleats. The Employees will be responsible for the cleaning and care of the uniforms provided. The Company agrees that each Employee shall be permitted to order new uniforms when needed due to normal wear and tear. Said Employee shall show the Company the damaged uniform. The Employees also share in the responsibility of looking professional and part of the team while on duty, meaning all Employees will be wearing the same uniform(s) as approved by the Company's client. Clothing that has not been approved by the Company's client may not be worn. Employees who arrive for work, not in an approved uniform; may be sent home for that day without pay.

10.12 <u>Training:</u> All new Employees will be provided in-house training prior to any assignment being made. The training will include classroom, cadetting and behind the wheel training, as well as route training. All employees hired on or after 08/17/2017 will be required to learn all vehicles and all routes prior to being able to be assigned to Standby status or be eligible for Extra Work. New Employees will be provided one hundred eighty (180) work days after their solo test to learn the new vehicles and routes. All other Employees hired prior to 08/17/2017 will have the opportunity to be trained on additional routes via submission of NEXT Training Request form. Employees will be paid their regular hourly rate of pay during the training process. Qualified Employees instructing the new Employees shall receive a Trainer's wage in addition to their normal regular hourly rate while instructing new Employees, under Article 8 of this Agreement. Employees will not be permitted more than two (2) trips to lean a new route.

10.13 <u>Jury Duty / Court Appearance</u>: Upon presentation of property documentation, all non-probationary Employees required to serve on jury duty or an Employee is issued a job related subpoena shall be compensated for the difference between their full daily driving rate and the amount received from the court after serving jury duty for the duration of the trial for each time selected to serve. Employees shall provide the Company with a copy of their summons for jury duty. The day prior to the report date, said Employee shall contact the juror call in number, if said Employee has been selected or not, he / she shall notify the Company as soon as possible.

#### **ARTICLE 11 - SENIORITY**

11.1 The term "Seniority" as used in this Agreement shall mean and be determined based on the time all Employees who have been employed by the Company from the original date of hire. Part-time Employee's seniority only pertains to promotions. In the case of hourly promotion, seniority rights shall prevail where proper. In future consideration of full-time Employees and to insure job security, the Company agrees that no work of the kind or nature performed by bargaining unit Employees shall be removed from the bargaining unit and the bargalning unit Employees shall perform such work for the life of the Agreement. The Company also agrees that all park out routes shall be part of the bargaining unit work. An up-dated seniority list shall be posted every three (3) months and at all times thereafter in an area where it can be viewed by the Employees.

11.2 <u>Probationary Period</u>: A "Probationary Employee" is one who has not completed ninety (90) working days of employment. During the first ninety (90) working days of employment, a probationary Employee may be dismissed as determined by the Company. Probationary Employees shall receive wages and benefits as described in the Agreement, but shall not be entitled to the grievance process until his / her ninety-first (91) day of employment. This probationary period pertains to new hires hired on or after August 17, 2009. 11.3 Layoff and Recall: Any increase or decrease of the full-time work force seniority rights shall prevail. In the case of furlough, they shall occur in the inverse order of seniority. When work becomes available, all recalls will occur from the most senior furloughed person down. Full-time Employees shall not be laid off while part-time Employees are employed. At no time shall a full-time Employee be laid off until all part-time Employees are laid off.

In the event of a reduction of the full-time Employees, full-time Employees so affected may "bump" in to a part-time Employees position in lieu of being laid off retaining his / her seniority held as a full-time Employee. Any vacation earned by the full-time Employees up to the date of the bump back shall be paid in the second pay period after the bump has taken place. Accrued sick leave, vacation and personal days shall be "banked" until such time as that Employee returns to the full-time status.

11.4 <u>Work Week:</u> Full-time Employees are guaranteed a thirty-eight (38) hour work week, or the equivalent of thirty-eight (38) hours straight time. The guarantee shall be reduced by the hours absent. Full-time Employees who have regularly scheduled runs shall be given two (2) days off per week to be determined by seniority. All Non-bid and non-assigned work will be assigned in a reverse order of seniority basis.

11.5 <u>Basic Work Week:</u> The work week shall be from 12:01 AM Friday to Midnight Thursday. Scheduling for the following week shall be posted prior to close of business on Wednesday by 3:00 PM. Any schedule changes, the Company shall contact the bargaining unit Employee.

11.6 <u>Medical Examinations</u>: The Company shall assume the full cost of all required physicals, tests or examinations required by the local, state and federal governments including the Company for continued employment. Employees shall be compensated for all time vested at the current hourly rate of pay for all drug and alcohol, and any other work related testing. Physical examinations when required by the Company, whether it is federal, state or any other examination performed under the Company's direction, shall be paid for by the Company, so long as the Employee is examined by the physician or medical facility designated by the Company. All other testing or examinations performed by other physicians chosen by the Employee (if acceptable by federal, state or any other required entity) will be at the Employee's cost.

#### **ARTICLE 12 - VACANCIES**

Any permanent vacancies shall be announced on the vacancy bulletin board within twenty-four (24) hours after the vacancy occurs. The notice shall be posted for seventy-two (72) hours and assigned to a qualified bidder within five (5) days after posting has been removed from the board. Bidding shall be done on a seniority basis with the most senior Employee bidding first. In the case of a new job being created, the most senior Employee shall also be given the right to bid on the new work. 12.

If no Employee bids on the vacancy or new work, the Company may hire a new Employee, only after all Employees who are on vacation or extended leaves of absence have been contacted in writing at their last known address of the position available.

#### ARTICLE 13 - BIDDING

13.1 All employees shall be eligible to bid. Seniority shall prevail on all bid work. All work shall be made available to all bargaining unit Employees. The Company reserves the right to designate the number of Employees who may be off for their rest days on any particular day. All regular days off will be bid by seniority. The Time-In runs for the purpose of determining the amount of time which shall be paid for at time and one-half (1 ½) shall include all work time, paid intervening time, report time travel time, late time, waiting time and turn-in time.

13.2 All Employees shall be entitled to fifteen (15) minutes of Report Time and fifteen (15) minutes of Turn-In time. Report time is to be used for pre-trip inspections of the assigned vehicle(s) and preparation or review of any reports required. Turn-In time is to be used for post-trip inspections and completion of reports. When Employees are required to prepare rider surveys, they will receive an additional five (5) minutes per segment.

13.3 All active and inactive Employees are eligible to bid on routes if they have been deemed in good standing with the Union. An inactive Employee is defined as one who is currently not working or actively driving due to injury, illness or leave of absence. An inactive Employee may bid on and win his / her bid but not be able to drive their bid route(s) immediately. The active Employee is then eligible to drive the route up to the date of return of the original inactive Employee. The inactive Employee must provide both the Company and the Union a minimum of two (2) weeks notice of their intent to return to work. Upon his / her return, the inactive Employee retains the right(s) to his / her original bid and would assume that route immediately. A re-bid would then be initiated from the formerly inactive Employee down to the bottom of the seniority list.

13.4 The choosing of runs and work cycles shall take place (2) times per calendar year (January and June). Bids will take place on the second (2<sup>nd</sup>) week of the expiring month, and will become effective the first (1<sup>st</sup>) week of the new month. The choices for runs and work cycles will be posted three (3) weeks prior to the effective date of implementation. All eligible bidders are required to bid in person on their assigned day, or by proxy with the Company and Union, or by telephone with their Union representative. Failure to do so will result in loss of seniority (go to the bottom of the list). There will be five (5) days for the processing of the bid. All regularly scheduled runs will be made into eight (8) hour straight runs whenever possible. There shall be no wholesale block bidding, neither daily or weekly. Combining of two or more runs into any one day "Block" and / or combining of days (Blocks" into weekly Blocks must first be negotiated and agreed to by both parties.

All regularly scheduled runs posted for list changes shall show the amount of time paid. 13.5 All regular runs, including new schedules or changes, shall be posted at the time of the selection. Any regular runs not selected shall be assigned to the part-time Employees daily by seniority. Employees whose assignments are covered by F.T.A. regulations that do not have eight (8) consecutive hours off duty time prior to the next regular assignment, shall not be charged with an absence from work for failing to report and shall not forfeit their eight (8) hour guarantee for that day. Employees shall be paid current regularly hourly rate for deadheading. All work performed by Employees in emergency situations, when they are called whe off duty shall be paid a minimum of two (2) hours base pay. Employees shall be paid in such emergency calls from the time that they report until they check out. The Company shall not manipulate the bid to avoid paying overtime. Part-time Employees shall at no time be scheduled to receive more hours than the full-time Employees. Each bargaining unit Employee who drive for four hours shall be permitted to take a fifteen (15) minute paid break. If the route does not permit the fifteen (15) minute break, the bargaining unit Employee shall be compensated for the fifteen (15) minutes. A representative from the Union and the Company shall be present during the bid process. Any Employee / driver bidding twenty (20) payroll hours or more will be required to bid at least three (3) Flyers. Employees / drivers cannot bid more than ten (10) hours straight drive time per day, without a break; per Department of Transportation (D.O.T.) and Company guidelines. Drivers also will not be permitted to bid routes that do not provide a minimum of eight (8) hours off between shifts, per D.O.T. and F.T.A. regulations.

13.6 Any part-time Employee who has been promoted to full-time status since the previous bid cycle, is required to bid a minimum of thirty-eight (38) hours of bid work per week, in order to retain their full-time status. If the Employee is unwilling to bid a minimum of thirty-eight (38) hours, said Employee will be returned to part-time status with loss of full-time benefits.

#### **ARTICLE 14 - OVERTIME**

14.1 All Employees shall receive time and one-half (1 ½) for time worked in excess of forty (40) hours per week. The Company shall not arbitrarily change work schedules or assign work to avoid the payment of overtime.

14.2 All paychecks shall be distributed every other Friday by 3:00 PM. The paychecks shall cover all monies due to the Employee through the preceding pay period. If a shortage of compensation occurs, through no fault of the Employee, said Employee shall be compensated on or before the following Wednesday after the shortage accrued. All paychecks shall be sealed in envelope when they are distributed.

14.3 When it becomes necessary to use Employees in addition to their runs, on their days off; such Employees shall be secured according to seniority to the end that such work shall be distributed equally as possible.

Day-off work shall be voluntary on the part of the Employee, except that if no Employee is available to perform the assignment. The Company may then assign the work to the first available Employee in reverse seniority order.

14.4 There will be a form posted on the bulletin board for Extra Work. Employees will signify their desire to be assigned work by signing their name to the roster. Extra Work and overtime will be offered on a rotating basis to available and qualifying Employees. All newly hired Employees, hired on or after August 17, 2017; are required to know all routes and have working knowledge of all vehicles in the fleet in order to be assigned work from the Extra Work board. The first scheduled Employee who has signed the overtime list will have choice assignments in the event of multiple work assignments. Employees accepting extra work will be rotated to the list at completion of the assignment. Employees who refuse extra work assignment(s) will be rotated to the bottom of the list at the time of refusal of the assignment.

14.5 The Company reserves the right to deviate from rotation of the extra work assignment in the event of emergencies. The Company must show just cause for the emergencies in writing upon request by the Union.

# ARTICLE 15 - SAFETY; BREAKDOWN, ROUTE, ACCIDENT EQUIPMENT

15.1 Employees will be required to adhere to safety instructions, conferences or training, which will be given by the Company. All Employees shall be paid their regular hourly rate for attending, but not limited to all safety instructions, conferences or training.

15.2 An Employee shall have the right to refuse to operate any vehicle which he / she considers to be unsafe. The Employee shall notify management immediately and the vehicle shall be removed from service until released by the Maintenance Department, who shall be required to sign off on the vehicle stating the vehicle is safe for operation. Employees shall fill out vehicle defect slips listing all mechanical defects. Once the vehicle has been released and certified as road worthy and safe, further unwarranted refusals to take a vehicle may result in disciplinary measures being taken.

15.3 <u>Accident and Accident Reports:</u> All Employees are to report all accidents or injuries as soon as safely possible (within one hour of occurrence if possible). Reporting shall be by radio, telephone or in person. Written reports shall be submitted within twenty-four (24) hours of the accident on forms provided unless an injury prevents the Employee from notifying the Company.

15.4 The Company shall have the right to replace any Employee involved in a severe accident, or incident involving extensive vehicle or property damage, injury or death to passengers or others. This practice is for the purpose of relieving angulsh or post-accident stress. If the Employee fails to complete his / her piece of work due to the accident, he / she will be made whole and paid as if he / she had completed their route

#### ARTICLE 16 - LEAVE OF ABSENCE

16.1 All Employees shall be permitted to take up to one (1) calendar year leave of absence by presenting both the Company and the Union with a written request. Employees who have followed this procedure will retain his / her full seniority for up to one (1) calendar year. Employees who have not followed this procedure will be eligible to return to work, but will not retain their seniority. The seniority for these Employees will revert to the bottom of the seniority list.

16.2 For medical leave of absence, the beginning date for the leave shall be determined by the Employee's physician and the Employee. An Employee may return to work when a physician certifies in writing the Employee's ability to resume full performance of duties and responsibilities. Ample time (preferably five days) notice must be given to the Company of the Employee's intention to return.

16.3 The Employee may use accumulated sick leave days during the period of disability. The period of disability commences with the physician's certification of ability to perform said duties.

16.4 When possible, Union representatives that work out of any facility covered under this Labor Agreement shall be granted Union leave as needed to perform and or take part in Union activities. This leave shall be unpaid. Such a leave shall not affect the wages, benefits, and working conditions of the Union representative. The Union representative shall provide at least twenty-four (24) hours notice when requesting leave.

#### ARTICLE 17 - PART-TIME EMPLOYEES

17.1 Part-time Employees shall be used only to supplement regular full-time Employees. Part-time Employees are not guaranteed any specific number of hours, but shall be paid the prevailing wage for similarly situated Employees, for all hours worked. Part-time Employees shall be paid for all time during which they are required by the Company to perform any duties. A part-time Employee assigned to work a complete regular run(s) shall be treated as a regular Employee. 17.2 Part-time Employees who have completed all route and vehicle training, and have attained one (1) full calendar year of service are eligible for promotion to full-time status. Full-time Employees will be guaranteed 38 hours, which is the number of hours designated for full-time Employee status. Should an Employee not be willing to meet the thirty-eight (38) hour average requirement, said Employee will remain as a part-time employee.

17.3 If the promotion from part-time to full-time occurs in the middle of a bid cycle, the requirement for thirty-eight (38) hours will not take effect until the next bid cycle.

17.4 If there is a reduction in hours which would require a reduction of the number of fulltime employees, such reduction will be accomplished by inverses seniority, which means the last employee who became full-time would be the first to be reduced to part-time. This process would be continued until the proper staffing is attained.

17.5 Part-time Employees will accrue seniority only as part-time Employees for promotion to full-time Employee position. A part-time Employee promoted to full-time position will retain his / her original date of hiring for the purpose of seniority. Part-time employees will participate in the Pension program under the same terms and conditions as full-time Employees. A part-time Employee promoted to a full-time position will retain his / her original date of hire for the purpose of seniority.

# **ARITCLE 18 - DISCIPLINE AND DISCHARGE PROCEDURES**

18.1 <u>Discipline:</u> Employees may be disciplined only for just cause. The Employee and the Union shall be notified in writing of any alleged misconduct with forty-eight (48) hours after the infraction becomes known by the Company. In no case shall an Employee be charged with or required to answer an offense not called to his / her attention within forty-eight (48) hours of when the Company has notice of the charges. If the Employee Is not notified within the forty-eight (48) hour period for notification begins when the Employee physically reports to work at the start of a scheduled work shift and performs his / her duties on such shift. The notice of hearing shall include the time of the incident or infraction.

18.2 <u>Disciplinary Steps:</u> The following steps are to be taken, when determining disciplinary steps for Employee misconduct:

- 1. Oral / Verbal Warning or Reprimand (first offense)
- 2. Written Warning or Reprimand (second offense)
- 3. Suspension (1 Day) (third offense)
- 4. Final Written Warning or Reprimand (forth offense) and up to 5 day suspension
- 5. Discharge

It is understood that such steps will be applied on a case-by-case basis as determined by the Company, based upon the seriousness and severity of the violation. Further violations of the most serious matters as set out in the Employee handbook, such as theft, fighting in the workplace or while on duty, insubordination, any violation of the Company's Drug and Alcohol policy, harassment of any kind, and major safety infractions may be addressed by discharge on the first offense.

18.3 <u>Transit Authority Removal Request:</u> If the Company is required to remove an Employee / driver from a route at the Transit Authority's request, the Company agrees to discuss the matter with the Transit Authority to attempt to adjudicate the problem. If the Transit Authority maintains its position on the removal of the Employee / driver, the Company will meet with the Union to decide the status of the Employee. The Union will be given a copy of the directive requiring removal of the Employee / driver. Should the Company decide to remove and / or discipline the Employee, such action(s) by the Company would be subject to the grievance procedure.

18.4 <u>Employee Hearing</u>: An Employee suspended, discharged or having record entered may demand a hearing within five (5) working days. Hearings shall be between the Employee, representative of the Company and the Union. Discipline shall be corrective and progressive. The Company must follow the progressive discipline steps and cannot skip steps as a result of multiple violations.

18.5 <u>Union Representation</u>: Representation shall be appointed by the Union to represent the accused, which shall be permitted to act as counsel, question witnesses and otherwise represent the Employee. The Employee will be asked if they wish to have representation by the Union, which is the Employee's right. If the Employee waives his / her rights to Union representation, he / she will be required to sign a waiver which will be provided to the Union. It should be noted that the waiving of individual rights for representation does not waive the rights for Union representatives to be present in order to monitor the proceedings on behalf of the balance of the Local.

18.6 In case of discipline, the incident shall remain in the Employee's file for three (3) calendar years from the date of the infraction. Disciplinary disputes shall be processed through the grievance procedure.

#### **ARTICLE 19 - MAINTENANCE TECHNICIANS AND UTILITY WORKERS**

19.1 The Company shall reimburse each full-time Maintenance Technician three hundred (\$300) dollars per calendar year for tool expenses.

19.2 The Company shall provide safety equipment as required to perform his / her job function and classification.

19.3 The Employees classified as full-time, shall receive the same benefits that drivers receive under this Labor Agreement.

19.4 The normal work week for all Maintenance Technicians and Utility Workers shall consist of a forty (40) hour work week. All work performed in excess of forty (40) hours per week, shall constitute overtime. Overtime pay will be paid a one and one-half (1 ½) times the hourly rate in effect at the time the overtime is established.

19.5 When a Maintenance Technician has completed his / her regular scheduled daily shift and is recalled, he / she shall be paid a minimum of four (4) hours at his / her rate of pay in effect at the time the recall takes place.

19.6 If and when state and federal standards are put into effect or changed, all Maintenance Employees shall maintain qualifications under the given regulations in order to maintain their present classification(s). If any schooling or training is required, the cost of said schooling or training shall be paid by the Company. In addition, if the schooling or training should occur during an Employee's scheduled shift, then the Employee would receive his / her hour rate of pay per hour in effect at the time of the schooling or training.

19.7 When a Maintenance Technician reports for work as scheduled and the Company sends the Maintenance Technician home early due to a lack of work, he / she shall received no less than eight (8) hours pay.

19.8 When the Company requires a Maintenance Technician to work out of town, the Company shall pay the expenses of meals, lodging, transportation and tolls, etc... if such expenses are incurred by the Maintenance Technician. All expenses shall be paid by the next pay period following the date the expense is incurred.

19.9 Split shifts shall not be permitted or scheduled.

19.10 The Company shall not manipulate the schedule to avoid paying overtime.

19.11 All Maintenance Technicians shall receive eight (8) hours of straight time for each holiday scheduled under this Agreement.

19.12 The Company shall furnish uniforms to all Maintenance Technicians and Utility Workers. The Company shall provide a clean uniform Monday – Friday of each week of the year.

19.13 Maintenance Technicians and Utility Workers shall receive up to one hundred (\$100) per calendar year for work boots.

19.14 The position and designation of Utility Work Clerk will be included under the Maintenance Department staff, in order to provide daily review and monitoring of parts in-flow and out-flow, preparation of purchase orders and completion of work orders, maintenance inventories on Company provided software, in addition to assisting other Utility Workers as needed. A standard pay differential will apply as shown in Section 8 – Wages.

19.15 Maintenance Technicians who have attained six (6) months of service and Utility Workers who have attained one (1) year of service are eligible for promotion to full-time status.

#### ARTICLE 20 - GENERAL CONDITIONS

20.1 The Company shall reimburse all Employees for expenses incurred having direct relation to the operations of the business.

20.2 Daily schedules shall be posted in an accessible area so that they can be reviewed by the Employees. The posted schedule shall be the sole scheduling mechanism used on a daily basis. There shall be no other schedules used. This shall take place by 3:00 PM each Wednesday.

20.3 All Employees shall be allowed to examine his / her files upon request. An appointment shall be made with the Company. The examination of files shall take place within seven (7) days after the initial request has been made.

20.4 No bargaining unit Employee of the Union covered under this Labor Agreement shall be pulled from his / her bid or assigned a route to perform work that is not directly connected to the transit authority routes.

20.5 The Company shall notify the Union in writing within seven (7) days after an Employee chooses to terminate his / her employment.

20.6 The Employees payroll checks shall be placed in a sealed envelope prior to distribution. Pay dates shall take place bi-weekly, with all wages earned in said pay period transmitted in each Employee's pay.

20.7 An Employee is to be compensated for all time required during and following an accident and testing at the current hourly rate of pay.

20.8 The Company shall not require, request or suggest that an Employee covered under this bargaining unit take a polygraph or other form of lie detector test.

20.9The Company shall at no time make any verbal or written agreements with anyEmployee not designated by the President -- Business Agent of the Amalgamated Transit UnionLocal 1738 of Latrobe, Pennsylvania as an official at any facility that is covered under thisAgreement.20.
20.10 The Company shall at no time show an Employee any documents transmitted by the Union to the Company for the purposes of administering this Agreement.

20.11 The Company shall post information required by law including a copy of the Company's dress code, sexual harassment / harassment policy and all other policies the Employees will need to perform his / her job safely.

20.12 The Company shall at no time coerce information from one (1) bargaining unit Employee to be used against another bargaining unit Employee.

20.13 The Company shall not provide any personal information about bargaining unit Employees to any person without a subpoena.

20.14 The Company shall form a Safety Committee comprised of management, Employee (drivers and maintenance technicians) to insure the safety of the bargaining unit Employees and the customers said Employees transport.

20.15 Employees injured on the job shall be compensated for a full day's work the day of the accident according to the current schedule, provided the attending physician advises the Employee he / she cannot return to work.

20.16 The Company shall provide a safe working environment for all bargaining unit Employees covered under this Agreement.

20.17 If service is suspended due to but not limited to severe weather, national emergency, or a natural disaster, the Employee (if still on the road) shall be made whole for his / her entire pay for the work the Employees were scheduled to perform.

20.18 Employee Professionalism. All Company issues must first be brought to the attention of the company's management for an opportunity to resolve the issue, and not to the client or customers. Communications with the general public on the routes drivers have bid on is expressly forbidden. Any violations may be administered as per the discipline policy.

20.19 <u>Specialty Tools</u>: The Company will provide all specialty tools required for maintenance of Compressed Natural Gas (C.N.G.) vehicles.

20.20 All Employees returning from illness or injury will provide the Company (Safety Manager and / or General Manager) a listing of all medications currently prescribed and taken, including Over the Counter (O.T.C) medicines.

21.

20.21 All newly hired Employees / Drivers, hired on or after August 17, 2017 will have one hundred eighty (180) work days after their solo test to learn all required routes and vehicles in the fleet. Any Employee / Driver hired on or after August 17, 2017 who has not been certified on all routes and vehicles will be ineligible for Standby status, or any work available on the Extra Work board until this requirement has been met

20.22 Extra Work: The Extra Work sign-up sheet is posted along with the weekly schedule by 3:00 PM every Wednesday. Signing up for work on the Extra Work board means you are available for any work in the AM or PM. The Extra Work Tracker (E.W.T.) is divided into AM and PM daily and Saturdays. Filling of open runs begins with the Monday AM shift then to the Monday PM shift, and carried forward for each work day, including Saturdays. The Extra Work sign up is used first to fill runs. Filling runs begins by identifying those who signed up by (1) order of seniority and (2) route / run knowledge. If all runs are not filled on a particular shift, assigning of runs begins with those who are available. These runs are filled in reverse seniority order. If more Employees sign up than are needed, then those who received extra work are rotated to the bottom of the list, and those who did not receive work are moved to the top of the list. This procedure is used for each shift on each working day.

20.23 <u>First Responders / Emergency Medical Technicians:</u> In conjunction with existing Pennsylvania statutes, any Employee who is a fire fighter or E.M.T. and falls under the category of a first responder, may have late arrivals for work or absences excused with proof of attendance at an emergency event requiring first responders.

20.24 <u>Radio Usage and Communications:</u> All radio communications between the Fixed Route Base and drivers, maintenance workers and Westmoreland Transit Authority Dispatchers are to be kept to a minimum. There are to be no complaints, long discussions or arguments when using the radios on the buses. Communications channels are shared between Westmoreland buses, Fixed Route Base and 9-11 Emergency personnel. Abuse of the radios may result in disciplinary measures being taken by National Express Transit, exclusive of any local or federal fines that may be levied to the operator / driver of the offending vehicle by the Federal Communications Commission (F.C.C.). In addition, personal radios will not be permitted to be used while driving a transit route. 20.25 <u>Union Officials / Officers Bid Runs / Routes:</u> Routes that have been legally bid for and awarded to Local 1738 officers and officials are subject to adjustment as follows:

Union Officials / Officers who have been scheduled for Union meetings or events requiring them to give up their routes, may retain their rights to said routes if the meeting or event is cancelled through no fault of their own.

20.26 <u>Commercial Driver's License (C.D.L.)</u>: All newly hired Employees (Drivers or Maintenance) who are required to maintain a Commercial Driver's License will be provided training (if needed) by the Company to prepare for their C.D.L., Air Brake or Passenger endorsements. Upon reaching their sixth (6<sup>th</sup>) month of service, all newly hired Employees will provide the General Manager proof of their expense in the form of receipts. When receipts can be provided, the Company will reimburse the Employee the cost of attaining their C.D.L. requirements.

20.27 <u>Technology:</u> The parties recognize the importance of enhancing safety, increasing efficiency and improving the quality of services provided to the customer. The parties further recognize that technological advances, tools and equipment are often used to further these objectives in the transportation industry.

The parties agree that the Company shall have the right to introduce the use of technological advances, tools and equipment including but not limited to GPS, Zonar, DriveCam, on-board cameras (including CCTV), time recording features. No new technology will be introduced for the purpose of reducing the size of the bargaining unit, or to alter the method of wage calculations except when used to improve the accuracy of time recording and corresponding payment of wages, and the Company shall provide the Union with at least thirty (30) days' advance notice prior to implementing any new technological advances, tools or equipment so that the Union has an opportunity to request bargaining over the effects of any changes. If the parties are unable to reach agreement over the effects of the changes within thirty (30) days of advance notice from the Company, the Union reserves the right to grieve the reasonableness of any such change(s).

23.

The parties recognize and agree that the implementation and use of GPS, Zonar, DriveCam, onboard cameras (including CCTV), time recording features and other technological advances, tools and equipment may form the basis for progressive discipline or discharge of Employees when the evidence from such technology supports or establishes just cause for disciplinary action.

The parties agree that in any case in which the Company takes disciplinary action against an Employee relying in whole or in part upon evident derived from such technology, the Union reserves the right to grieve any such discipline under the "just cause" standard of this Agreement. In the event any data or recording is used as evidence for purposes of disciplinary action, the Union shall be afforded an opportunity to view the evidence as soon as practicable and prior to the imposition of any discipline.

The parties further agree that tampering with or disabling any technological tools may be grounds for discipline up to and including immediate discharge.

# **ARTICLE 21 - TERMS OF AGREEMENT**

This Labor Agreement shall become effective as of August 17, 2017, and shall continue in effect up to and including August 16, 2019, and from year to year thereafter, unless and until either of the parties hereto shall give the other written notice of a least sixty (60) days prior to the expiration date, or the expiration date in any year thereafter of its intention to have same changed or terminated.

IN WITNESS WHEREOF, the parties hereto have set their hands.

This	day of	, 2018,
For the Union:		For the Company:
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# Exhibit G Operations and Safety Manual

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# **OPERATIONS AND SAFETY**

# MANUAL

The mission of the Westmoreland County Transit Authority is:

"TO PROVIDE AND PROMOTE SAFE AND RELIABLE PUBLIC TRANSPORTATION BY TRAINED AND SKILLED INDIVIDUALS WHO ARE SENSITIVE TO THE NEEDS OF PASSENGERS AND ALL RESIDENTS OF WESTMORELAND COUNTY."

The three key words to the Mission Statement are:



SKILLED

SENSITIVE

This manual will provide information on Westmoreland Transit's service, policies and procedures to ensure that employees can provide service in accordance with this mission.

# Introduction

This Operations Manual is prepared to promote consistency within the Westmoreland County Transit Authority system and is based on the following principals:

# 1. PASSENGER SAFETY AND PERSONAL SECURITY

Well-trained professional operators and maintenance personnel will always put safety first. Special attention will be paid to all safety and security issues that concern passengers.

# 2. <u>PASSENGER SENSITIVITY</u>

The needs of the customer will drive the decisions of the organization. All drivers will receive ongoing training in passenger sensitivity.

This manual cannot answer all possible questions or address all conceivable situations you may encounter

# SO .....

# when in doubt, contact your employer first!

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# TRANSIT CENTER GENERAL INFORMATION

# I. Entering / Exiting the Transit Center:

- A. All buses will enter from *Bell Way*.
- **B.** All buses will exit onto *Otterman Street*.

# II. Bus Bay Assignments:

- A. Be sure to follow your bus bay assignments (form 5.12) with the following exceptions:
  - 1. After 4:15 p.m., Monday through Friday.
  - 2. On Saturday.
  - 3. Unless otherwise instructed.
- **B.** Use the following guidelines for movement within the Transit Center during the morning and afternoon times:
  - 1. Boarding Area #1 is not to be used for loading and unloading passengers or staging.
  - 2. If you have staged your vehicle against the curb parallel to Bell Way, you must move to a Boarding Area for passenger pickup. <u>Do not load passengers while</u> sitting along the staging curb parallel to Bell Way.
  - 3. If either Boarding Area #6 or #7 is empty because the Route 9 or Route 16 buses have left the Transit Center, feel free to use these two Boarding Areas.
  - 4. When staging, pull as close to Otterman St. as possible.
- **C.** Communicate with each other and the passengers so that transfers are made efficiently and safely.
- **D.** When leaving the Transit Center:
  - 1. When possible, buses should leave the Transit Center property by beginning with Bay #7 and progressing to Bay #2.
  - 2. Rely on each other for help in backing out of the Loading Areas.
  - 3. Before backing out of a bay, drivers will sound horn, use reverse gear (not neutral), and check the video monitors mounted on the front of the Transit Center.

# III. Layovers:

- A. Drivers with layovers at the transit center may use the transit center facilities. When the vehicle is left unattended, drivers are to secure their vehicle and personal belongings. Passengers may not wait in an unattended vehicle parked at the Transit Center.
- **B.** Any communication that needs to be relayed to WCTA staff, such as late buses, transfers, detours, or breakdowns may be done at this time. Drivers will wait a maximum of six minutes unless otherwise advised.

- **C.** When inside the Transit Center Main Office:
  - 1. Make your visit as brief as possible.
  - 2. Conversations with Authority staff should not be of a personal nature and should be conducted on a mature, business level.
  - 3. The noise level should be kept low so that the Customer Service staff can carry on efficient telephone, window, and counter conversation.
  - 4. Do not leave the immediate front desk area unless escorted by an Authority staff member.
  - 5. Hold all conversation to a minimum when someone from the outside is in the office to conduct business, e.g., visitor of staff member.
  - 6. As soon as your business in the front office is complete, *please return to your vehicle*.
- **D.** Although layovers are designed as relief periods on long routes as well as added time to areas where traffic flow may cause delays; drivers *may not get full or partial layovers.*

## IV. <u>Announcements:</u>

- A. Before leaving the Transit Center, drivers will loudly announce, inside and outside the building, the route number, and destination along with enough information for a visually impaired passenger to determine the correct bus. This is a Federal ADA requirement and will help prevent leaving passengers.
- **B.** Do not leave the Transit Center property without the front desk staff knowing you have been at the Transit Center.
- **C.** ADA regulations mandate announcements be made:
  - 1. When leaving or arriving the transit center
  - 2. At major stops and transfer points along the route so visually impaired persons have a sense of their location.
  - 3. Announcements should be made at major stops and transfer points for both boarding and alighting passengers.

#### DAILY PREPARATIONS

All vehicle and equipment inspections are to be performed in compliance with the WCTA required Maintenance and Preventative Maintenance (PM) Program. These documents are incorporated into this plan by reference.

I. <u>Pre & Post Trip Inspections:</u> No driver shall begin operation of a vehicle until the following parts and accessories have been checked by the driver and are in good working order. The pre and post trip inspection form(s) shall be legibly completed and signed by the vehicle operator.

\*Note: When malfunctions and/or defects are detected in the equipment listed in this section, or in any vehicle system or device that could threaten safe operating performance, no driver or other person will use the vehicle to transport persons until the defects are corrected.

- A. Lights and Reflectors High/low beams, tail lights, turn signals, 4-way Hazard flashers, marker lights, license plate light and reflectors. They should be cleaned as needed before and during periods of operation.
- **B.** Brakes both foot and emergency, capable of effectively stopping or restraining the vehicle. Brake pedal should be firm after 1-2 inch free-play on a single down stroke and no noises; vibration or steering changes result from applying brakes while moving.
- **C.** Horn Gives an adequate and reliable warning signal.
- D. Windshield, washers, wipers and defroster Mechanical systems must be functioning properly to assure clean and clear windshields, inside and outside. Surfaces must be clean and unobstructed. Washer reservoirs are to be filled as needed.
- E. Mirrors All rear vision mirrors must be clean, properly adjusted and unobstructed for driver use. Outside mirrors must be mounted on both sides.
- F. Tires All vehicles shall be equipped with tires of adequate load capacity to support the gross vehicle weight when fully loaded. Tires shall be inflated to the recommended pressures. All tires, including the spare, shall be compatible within each set (i.e., all radials or all bias ply; no mixed tire sets). Tire wear surfaces and sidewalls shall be inspected daily for debris, damage and wear. Tires shall be even across the full tread surface. Tires showing excessive wear should be reported to maintenance immediately.
- **G.** Speedometer Shall be operational and accurately record speed in miles.
- H. Seat Belts Shall be in good operating condition and used by all drivers. Wheelchair passenger restraint and securement systems shall be fully operational.
- I. Doors Shall be maintained in safe operating condition, capable of being opened, shut and locked as required.
- J. Fluids All vehicle fluids shall be maintained at the manufacturers recommended operating levels, including engine coolant, oil, battery electrolyte, brake fluid, power steering fluid, transmission fluid and washer solvent. The vehicle shall have sufficient fuel to meet foreseeable needs.

- K. Emergency Equipment All vehicles shall be equipped with emergency equipment as shown below.
- L. Cleanliness The vehicle interior shall be properly maintained and kept free of loose articles. Windows and exterior surfaces shall be kept as clean as weather permits.
- **M.** Back up Alarms –Check the backup alarm. Making sure that there are no persons or objects behind the vehicle, set the parking brake and firmly apply the foot brakes. Only then shift into reverse. The alarm should sound.
- N. Wheelchair Lifts Check operating and structural condition daily by operating through one complete cycle.
- II. <u>Emergency Equipment on Vehicles:</u> The following emergency equipment should be on each vehicle. They should be checked daily to make sure that they are present and operational.
  - **A.** Fire extinguisher
  - B. First Aid kit
  - **C.** Reflective triangles
- III. <u>Use of Emergency Equipment on Vehicles:</u> So that one can properly use the emergency equipment on the vehicle, it is extremely important that the driver knows what equipment is on the vehicle and how to use it. All drivers must familiarize themselves with where the equipment is located in the vehicle and the following guidelines on the uses of this equipment should be learned:
  - A. Three (3) red reflectors may be used both day and night and placed accordingly:
    - 1. At the side of the vehicle on roadway side a safe distance from the vehicle and oncoming traffic.
    - 2. Approximately 40 paces or 100 feet to the rear of the vehicle. If there is a hill or curve, the distance should be greater, but no farther than 300 feet.
    - 3. Approximately 40 paces or 100 feet in front of the vehicle, again using greater distances if conditions warrant.
  - **B.** Fire extinguisher has approximately thirty (30) seconds of use and must be checked daily. The needle must be in the green. After <u>every</u> use a qualified person must properly recharge it. The following operating procedure should be followed:
    - 1. Remove extinguisher from mounting bracket and hold vertically.
    - 2. Remove safety pin.
    - 3. Point hose at the base of flames.
    - 4. Squeeze handle to discharge chemicals.
    - 5. Direct chemical discharge until fire is out or extinguisher is empty.
  - C. First Aid Kit Management will provide a first aid kit meeting required standards. The

kit should be sealed. Kits with broken seals will be turned in for restocking and resealing as appropriate.

- **D.** Accident Documentation Packet- each vehicle will be equipped with an Accident Documentation Packet. This will include:
  - 1. Drivers accident report form.
  - 2. Witness or courtesy cards.
  - 3. Pens or pencils.

# VI. Before Beginning Route:

- A. Check for
  - 1. Punch for tickets/transfers
  - 2. Pre-scheduled medical assistance trip tickets
  - 3. Passenger Count Sheet (Form 3.4)
  - 4. Current Run Sheet (Turn by Turn)
  - 5. Section 15 Trip Sample (as assigned) (Form 3.2)
  - 6. Transfer coupon booklet
  - 7. Full schedule racks
  - 8. Destination sign on operates with proper number entered
  - 9. Other forms as required
- **B.** Prepare for the day by checking
  - 1. Weather forecast
  - 2. Road conditions and closures
  - 3. Detours or temporary routing for your run
  - 4. Traffic reports
  - 5. Unusual events that may impact your route

## VII. Destination Signs:

- A. Buses that are "deadheading" for any reason must display: "Not in Service" or "Garage".
- B. Routes or Runs that end at the Transit Center should display "Not in Service" when entering the Transit Center bus bay area to restrict passenger confusion.
- C. Any route should display "**Not in Service**" entering the Transit Center if it will be 'staging' before boarding passengers.
- D. Operators changing from one route to another at the Transit Center must change the destination sign upon pulling into the bus bay.
- E. Every operator should maintain a current list of destination sign codes.

# RADIO COMMUNICATIONS

All buses in WCTA's fixed route fleet are equipped with 800 mhz radios as part of the Westmoreland County's Emergency Services System. Base stations are located at WCTA Transit Center, and each contractor facility. Five portable units are in use by WCTA staff and contractor staff.

# I. When to Use:

- A. Radios are to be used to notify your company and, in specific circumstances, the WCTA of:
  - 1. Emergencies
  - 2. Breakdowns
  - 3. Transfers
  - 4. Delays resulting in operating more than 5 minutes behind schedule, drivers are to notify WCTA. Periodic updates should be made until back on regular schedule.

# II. <u>When Answering:</u>

- **A.** Drivers will respond with:
  - 1. Route number
  - 2. Run number
  - 3. Bus number (useful but not necessary)

## III. When Calling:

- A. Drivers will state:
  - 1. Route number
  - 2. Run number
  - 3. Bus number (useful but not necessary)
  - 4. Reason for call
- **B.** If calling to inform about transfers, state:
  - 1. Route number(s) needed for transfers
  - 2. Your present location
  - 3. Approximate arrival time at Transit Center or transfer point

## IV. <u>Radio Etiquette:</u>

- A. Make transmissions as short as possible. You will be timed out in 45 seconds.
- **B.** Always use acceptable general English.
- C. Never use personal names (first or last) or nicknames.
- **D.** If you make a call and do not receive an immediate response, remember that the other operator might be involved with other duties.

- E. Radios should not be used for transmissions not related to current operations, banter or personal conversations.
- F. End transmission with route number and 'clear'.
- **G.** WCTA radios are monitored 24/7 by the Westmoreland County Emergency Services Center and transmissions can be heard by passengers on all vehicles. What you are transmitting is *not confidential*! Any subject matter that may be of a sensitive or personal nature should be discussed via cell phone at a point where you can safely pull over to make a call.

### V. <u>Emergency Message</u>

- A. All MCI commuter coaches are equipped with an emergency button located on the floor below the driver's seat. You will be trained on the use and exact location of this button by your employer.
- **B.** This button, when pressed, changes the exterior destination sign to read "Emergency, Call 911." The interior display does not change.
- **C.** From time to time, drivers will press this button accidentally and not be aware that the emergency message is being displayed.
- **D.** Both dispatchers and transit center staff will use the code "**10-200**" to contact you to let you know that your emergency message is displayed. For example, a dispatcher or transit center staff will say, "Bus 131, 10-200?"
  - a. If it is a true emergency, please respond "10-200 AFFIRMATIVE" and emergency personnel will be notified.
  - b. If you have pressed the button accidentally, please respond "10-200 NEGATIVE" and reset your destination sign.

#### LOST AND FOUND

The WCTA will make every effort to return lost items. However, the WCTA cannot accept responsibility for lost items.

#### I. Valuable Items:

- A. Items such as: wallets, purses, credit cards, keys, bus passes and I.D. cards should be reported to the Authority office by telephone as soon as they are found. Do not report valuable found items over the radio system.
- **B.** These items should be brought to the Authority office as soon as possible.
- **C.** Drivers who do not regularly come to the Transit Center should turn valuable items in to their office at the end of the day.
- **D.** Valuable items must be claimed at the Authority offices.

# II. Other Articles:

- **A.** Articles of clothing, umbrellas, books, etc. should be turned into the Authority office as soon as possible. Indicate the bus number and route on which item was found, date found, and approximate time and destination (if known).
- **B.** In certain situations, these articles may be placed on a vehicle for return to the passenger, i.e. if the item was lost on a route that does not serve the Transit Center.

Lost and found items will be held by the WCTA for 30 days before being disposed.

# TRANSIT ID CARDS

# I. <u>Senior Transit I.D. Card:</u>

- A. These Blue (male) and Yellow (female) cards are issued by transit agencies throughout the Commonwealth of Pennsylvania.
- **B.** The Senior Transit I.D. Card is valid on any transit system in the Commonwealth of Pennsylvania regardless of what agency issued the card.
- **C.** To qualify for a card a person must:
  - 1. Currently be age 65 or over
  - 2. Apply in person with one of the following proofs of age:
    - a. Current Driver's license
      - b. Birth or Baptismal Certificate
      - c. PA Identification Card
      - d. Passport
      - e. Armed Forces Discharge Paper
      - f. Naturalization Papers
      - g. Statement of Age Certificate from Social Security
      - h. Pace Prescription Card
- **D.** With a Senior Transit I.D. Card a person can:
  - 1. Ride Free ALL DAY on any public bus in the Commonwealth of Pennsylvania
  - 2. Ride Go Westmoreland's Senior Shared Ride Taxi Program at a discount.
- E. A senior can ride free with <u>another approved form of identification</u> (see I., C., 2 a-h) to verify that the age requirement is met. Seniors should be encouraged to obtain a Senior Transit I.D. card as soon as possible.
- **F.** A Medicare Card cannot be accepted as proof of age for seniors. There is no date of birth on a Medicare Card and a person on disability <u>under</u> age 65 may have the same card. A senior with only a Medicare Card is permitted to ride at one half of the regular fare.
- **H.** Driver responsibility:
  - 1. Must see card each time a person boards the bus
  - 2. Can accept another form of identification (see I., C., 2 a-h) until a card is received
  - 3. Record seniors showing a Senior Transit I.D. card (or other acceptable I.D.) as 'S' on manual counter and "SENIOR" on Passenger Count Forms (See: Instructions - Form 3.4)
- **F.** Non-acceptable ID cards:
  - 1. Red or Green Area Agency on Aging Priority Transportation Card
  - 2. Orange Americans with Disabilities (ADA) Complementary Paratransit Card
  - 3. Purple Persons with Disabilities (Pwd) Card

# SAMPLE

# SENIOR CITIZEN TRANSIT ID CARDS





ADA COMPLEMENTARY PARATRANSIT ID CARD (NOT ACCEPTED AS I.D.)



# PWD ID CARD (NOT ACCEPTED AS I.D.)



# II. Reduced Fare Transit I.D. Cards:

**A.** These cards are issued by transit agencies throughout the Commonwealth of Pennsylvania. They are not income based.

\*\*\*\* Note: persons with an *obvious* physical disability may be charged the half fare rate without the ID card. However, they should be encouraged to obtain the card.

**B.** The Reduced Fare Transit I.D. Card is valid on any transit system in the Commonwealth of Pennsylvania regardless of what agency issued the card.

- **C.** With a Reduced Fare Transit I.D. card a person can ride for 1/2 of the regular fare (rounded to next highest nickel) all service hours any distance.
- **D.** Qualifications:
  - 1. Physically or mentally disabled but able to use public bus service.
  - 2. Any person under age 65 who possesses a Medicare Card (white with blue/red stripe) automatically qualifies for Reduced Fare. The Medicare Card alone can be shown as eligibility for Reduced Fare. While it is encouraged, it is not necessary for a person possessing a Medicare Care to obtain a Reduced Fare Transit I.D. Card.
  - 3. A Transit I.D. card may be obtained by requesting an application from the WCTA office. This application is certified by the person's medical physician for eligibility if the person does not possess a Medicare Card.
- E. Cards currently issued:
  - 1. Green Female Card (number will begin with letter "F")
  - 2. Green Male Card (number will begin with letter "M")
  - 3. Gold Male Card
  - 4. Pink Temporary Card (F or M)
  - 5. Other: Green Card with "Temporary" stamped across front with an expiration date
- F. Driver responsibility:
  - 1. **Must see card each time** a person boards the bus
  - 2. May also request photo I.D to verify identity of person using a Reduced Fare Card
  - 3. Check expiration date on any temporary card
  - 4. Record passengers using a Reduced Fare I.D. Card or Medicare Card as "1/2" on manual counter and "1/2 Fare" on passenger count forms
- **G.** I.D. not acceptable for reduced fare:
  - 1. ADA card (orange card)
  - 2. PwD card (purple card)
  - 2. Any card issued by the Department of Public Welfare, i.e. ACCESS Card
  - 3. Area Agency on Aging Priority Transportation Card

# SAMPLE

# REDUCED FARE TRANSIT ID CARDS



REDUCED	TRANSIT FARE
MT-303 (6-00)	ISSUINE A BRICT
F	Westmoreland Trensit
NOT	EXPIRES:
TRANSFERABLE	
CARD NUMBER	NAME
	SIQNATURE

# III. <u>Complimentary Ride Ticket:</u>

- **A.** These coupons are on card stock paper and are issued from the WCTA office.
- **B.** A valid coupon consists of:
  - 1. Control #
    - 2. Value of coupon except as otherwise noted
    - 3. Authorized WCTA staff signature
    - 4. Date
- **C.** They may be issued to:
  - 1. WCTA Staff, Contractor Staff, Board of Directors, Special trainers, etc. by the WCTA for unlimited use during a specified period.
  - 2. As an apology for a passenger who has filed a complaint
  - 3. As a 'Thank You" for a compliment
  - 4. To make up an overcharge
  - 5. To get a stranded passenger home
  - 6. As a prize award in a contest
- **D.** Driver responsibility:
  - 1. Check for Expiration Date
  - 2. Accept coupons as they would cash
  - 3. Record Complimentary Ride Tickets as "FREE" on manual counter and "FREE" on Passenger Count Forms
  - 4. Turn in used Complimentary Tickets to your company office

# SAMPLE COMPLIMENTARY RIDE TICKET



# SAMPLE WCTA ISSUED BUS PASS



# IV. Vouchers:

- A. Vouchers are issued by social service agencies to help people who have no money reach their destination. At the present time, there are two vouchers accepted by the WCTA.
  - 1. Salvation Army Voucher
  - 2. Transit Voucher distributed to agencies by the WCTA.
- B. How to Handle Salvation Army Voucher :
  - 1. Record as 'Ticket' on Passenger Count form
  - 2. Verify by photo I.D. that the passenger is the recipient of the voucher
  - 3. Only accept the voucher if the issue date is the same as the date used
  - 4. Recipient signature on bottom of voucher
  - 5. On back of Salvation Army voucher record:
    - a. Date used
    - b. Driver name
    - c. Dollar amount of voucher used.
  - 6. Turn in completed voucher to company office
- **C.** How to Handle Transit Voucher
  - 1. Record as 'Ticket' on Passenger Count form
  - 2. Vouchers should be completed by issuing agency
  - 3. Complete "Fare" information if not already completed
  - 4. Turn in completed voucher to company office

# SAMPLE VOUCHERS

# SALVATION ARMY VOUCHER

13)	THE SALVATION ARMY East Otterman Street DATE 1223
TO Westmine	lad Transit
PLEASE SUPPLY	mily Hamborcky
amount <u>Dry w</u> \$ 2.00	ay ticket to GBG LODGING ONLY () THE SALVATION ARMY
	Continuations Officer
Accipient sign this order	Merchant also sign and colum for paymont if no invoice is supplied Please Atlach Cash Register Recoipt of AUTRORITY
will & Handserth	41 Bell Way Greensburg, PA 15601
Recipient	Marchupt

# TRANSIT VOUCHER

Westmoreland	2459 Transit		
TRANSIT VOUCHER			
Issued by: Feeding the Syuri	Date: 2-19-15		
Name: DML	Fare: \$		
Origin: Teamette	Authorized Agency Signature:		
Destination: Green Now	Dules		
0			

# **FARES**

## I. <u>Regular Fares:</u>

- A. Drivers are to be issued a Fare Zone Chart.
- **B.** Each heavy dark line represents "1 zone" and travel within this zone is <u>\$2.00</u>. When counting zones, calculations are based on the <u>minimum</u> number of zones between two travel points, not the actual route traveled.
- **C.** Each time a dark line is **crossed** an <u>additional \$2.00 is added</u>.
- D. A passenger is not penalized if a direct route is offered and they cannot use it. For example, a passenger riding Route 4 and transferring to Route 16 mid-day from Pittsburgh to Mt. Pleasant should be charged three zones (\$6.00) because that trip is a three zone ride on the direct Route 3F.

## II. <u>Children:</u>

- **A.** Children from birth up to and including age 5 ride free.
- **B.** Children age 6 up to and including age 12 ride at half the regular fare.
- **C.** Record children riding at half fare as "1/2" on manual counter and "1/2 Fare" on passenger count forms.
- **D.** Children age 13 and over are full fare.

## III. Other Counties:

- **A.** Allegheny County:
  - 1. Tickets, passes or tokens from other Transit Authorities (i.e. PAT, BCTA, MMVTA) are not acceptable on WCTA buses at the present time.
  - 2. Passengers who board in Allegheny County must get off in Westmoreland County.
  - 3. The WCTA honors Port Authority of Allegheny Count stops in Allegheny County. WCTA drivers must be alert to avoid missing passengers.
- **B.** Cambria County:
  - 1. Passengers who board in Cambria County must get off in Westmoreland County.
- **C.** Fare Zone boundaries occur at each county line.

# IV. Loop Riders:

- **A.** The policy of the WCTA toward such trips is that they be provided as a convenience to our customers. The WCTA recognizes two types of "loop rides":
  - 1. **A passenger who desires a "bus ride"** This passenger boards at point A and gets off at point A. For example: a passenger boards the bus at the Transit Center, travels to Mt. Pleasant, remains on the bus and rides back to the Transit Center).

# a. Cash Fare Passenger

Since the passenger is actually riding two one-way trips and getting off at the point of origin, the cost of the trip would be two one-way fares. Using this example, the one-way fare from Greensburg to Mt. Pleasant is \$4.00-making the total trip for this person \$8.00.

# b. 10 Trip Ticket Passenger

Since the passenger is riding two one-way trips, two trips should be punched from the 10-Trip Ticket.

# c. Monthly Pass Passenger

Since a monthly pass allows for unlimited rides within the zone, the passenger would not be charged any additional fare.

- d. Passengers should be counted on both trips on manual counter and Passenger Count form.
- 2. A passenger who desires a <u>"loop ride"</u> This passenger boards a bus going the opposite direction from the intended destination, remains on the bus at the end of the trip and gets off on the return trip of the same route after the bus has completed its "loop". This passenger boards at point A and gets off at point B. *For example: A visually impaired passenger going from the Transit Center to the Westmoreland County Blind Association on the first trip of Route 8 may board at the Transit Center, ride to Westmoreland County Community College, remain on the bus and then get off of the bus in front of the Blind Association.* Due to the nature and design of some WCTA routes, a passenger may ride a loop to reach their destination for safety purposes without additional charge.

## a. Cash Fare Passenger

Since the passenger is riding for safety purposes, this trip is considered one one-way trip. The cost of the trip would be one one-way fare. Using this example, the one-way fare from Greensburg to the Westmoreland County Blind Association is \$2.00.

# b. 10 Trip Ticket Passenger

Since the passenger is riding for safety purposes, this trip is considered one one-way trip. One trip should be punched from the 10-Trip Ticket.

## c. Monthly Pass Passenger

Since a monthly pass allows for unlimited rides within the zone, the passenger would not be charged any additional fare.

d. Passengers should be counted on one trip on manual counter and Passenger Count form.

# FARE ZONE CHART



### PASS / TICKET

## I. <u>Types of Passes/Tickets:</u>

- A. There are 4 types of WCTA passes/tickets that may be purchased by passengers.
  - 1. 10-TripTicket: punch ticket valid for 10 one-way trips. It can be used at any time within a specific zone, and has no expiration date
  - 2. 10-Trip 1/2 Fare Ticket: punch ticket valid for 10 one-way trips. It can be used at any time within a specific zone, and has no expiration date
  - 3. Monthly Pass: Based on an unlimited number of trips within a specific zone and valid for a specific calendar month and year
  - 4. 1/2 Fare Monthly Pass: Based on an unlimited number of trips within a specific zone and valid for a specific calendar month and year. The pass will have a punch in the lower left corner.
- **B.** A passenger may use a pass to go further than the purchased zones by paying the additional fare.
- **C.** There is no refund if the purchased zone is *more* than the traveled zone.
- **D**. Driver Responsibility:
  - a. 10-tripTicket: the driver punches the trip used.
  - b. Monthly Pass:
    - 1. Passenger flashes the pass to the driver
    - 2. Driver verifies month and year on the pass for validity

# SAMPLE MONTHLY PASSES





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# SAMPLE 10-TRIP PASSES

FULL FARE



SAMPLE 10-TRIP PASSES

FULL FARE



# **SAMPLE 10-TRIP PASSES**

HALF FARE



## II. Forgotten or Lost Pass:

- A. Should be reported to the WCTA office as soon as possible.
- **B.** Notification should consist of:
  - 1. The passenger's name (if known).
  - 2. The bus and route pass was left on.
- **C**. Passenger should be instructed to contact the WCTA office.

#### III. Go Westmoreland Medical Assistance Ticket:

- A. A red ticket is issued by Go Westmoreland to eligible, pre-registered persons who receive Medical Assistance through the Department of Public Welfare. It is the responsibility of the driver to check with their office for any of these tickets at the beginning of their assigned shift.
- **B.** A client must schedule a trip through Go Westmoreland for medical purposes only.
- **C.** If the scheduled trip is a 'round trip', the contractor's office will complete a ticket with the information listed below on both the top and bottom portion of the ticket. The driver will have the client sign the top portion and the driver will keep the top portion. The client will be given the bottom portion for the return trip.
- **D.** If the scheduled trip is a 'one-way only' trip, the contractor's office will complete only the top portion of the ticket. The driver will have the client sign only the top portion of the ticket and keep the complete ticket in his/her possession.
- E. When a red ticket is used on a return trip, the client will present the driver with the bottom half of the ticket. The driver should check for the client's signature on the ticket.
- **F.** These passengers should be counted as "TICKET" on the manual counter and on the Passenger Count Form and should be turned in to the dispatcher at the end of the shift.
- **G.** If there is no ticket for a client who boards the bus, the driver is to radio the WCTA office with the passenger's initials for authorization of the trip. If the trip is not authorized by the WCTA, the passenger must pay the fare in order to ride. Any questions or discrepancies should be referred to Go Westmoreland.

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# SAMPLE

### MEDICAL ASSISTANCE TRANSPORTATION TICKET

DRWING TES-104 MATP Public Fixed Rtr Service Beviaed: 6/59 Print: 3/2014 MEDICAL ASSISTANCE SUB TRIPTICKET Name Conglio Faib Deello. Clant Signature MA/Ella COPPEYING 185-104 (RC4508) (R552042) MA BUS TRIP- REFURNTICKET Nene Cright TINK Fara Dealin Clent Signature \_\_\_\_\_ MA Flip. THIS PORTION & TO BE COMPLETED BY THE MEDICAL SERVICE PROVIDER The shorts named client is eligible for transportation services for middeal outposes linguish a desaturation of Public Walfare MATP Grant Program. The Westmentation County Transm Authority, as the adaptistication of the METP Gramt Program. MOST varity the client's tip to your office/facility WETA is solving the medical service provider to sign and data-this form bollow. If you nove any questions relating to this program, please contact the WCTA strat Bell Way, Greensburg, PA 19801 --Phone: 1-800-242-2708

Signature of Service Provider

Date Phone #

### TRANSFER COUPONS

### I. Transfer Coupon:

- **A.** WCTA transfer coupons are issued to passengers who must use more than one WCTA bus to continue to their final destination.
- **B.** The WCTA does not charge passengers for this transfer.
- C. Each operator will be assigned a transfer booklet.
- **D.** Driver should ask passenger for their destination as they board the bus to determine if a transfer is necessary.
- E. It is not necessary to issue transfers for Seniors. A senior passenger is counted as "SENIOR" on both the manual counter and Passenger Count Sheets for all trips.
- **F.** The originating driver will charge the passenger the full fare for the entire trip. *Example:* A passenger going from Latrobe to Irwin must transfer at the Transit Center to complete their trip. The originating driver would charge the passenger \$4.00 for the fare from Latrobe to Irwin and issue the passenger a transfer.
- G. There are 2 ways to issue transfers:
  - 1 Cash fare paying passenger, the driver will:
    - a. Collect the full fare for the trip
    - b. Mark the number of zones the passenger has paid for
    - c. Complete Date
    - d. Complete 'valid until' with time for 1 hr. from time issued
    - e. Driver initial
    - f. Route # originating route
    - g. Record the passenger as "FARE" on the manual counter and on Passenger Count form
  - 2. 10-trip ticket passenger, the driver will:
    - a. Punch one trip off of pass
    - b. Mark the number of zones the passenger has paid for. Example: A passenger purchased a 10-trip pass from Irwin to the Westmoreland County Community College (2 zones). The passenger hands the originating driver the pass and the driver punches off 1 trip. Because the passenger must transfer at the Transit Center and has paid in advance for the entire trip but must transfer buses to complete the trip, the driver marks the 2 on the transfer and completes as below:
    - c. Complete Date
    - d. Complete 'valid until' with time for 1hr. from time issued
    - e. Driver initial
    - f. Route # originating route
    - g. Record the passenger as "TICKET" on the manual counter and on Passenger Count Form

Transfers issued should be documented on the Passenger Count Form under "Transfers Issued".

- 3. Accepting a Transfer:
  - a.. From a cash fare-paying passenger:
    - 1. Verify date and time on transfer
    - 2. Verify route number passenger is not using as a return trip.
    - 3. Collect transfer from passenger

Example #1: A passenger is traveling from Jeannette to Westmoreland Mall: The passenger pays the original driver \$2.00 (from Jeannette to Transit Center) and is issued a transfer with the #1 marked. The passenger hands this transfer to the next driver and since the transfer is equal to the fare from the Transit Center to Westmoreland Mall and no additional fare is charged.

Example #2: A passenger is traveling from Jeannette to Derry: The passenger pays the original driver \$4.00 (from Jeannette to Derry) and is issued a transfer with the #2 marked. The passenger hands this transfer to the next driver and since the transfer is equal the fare from Jeannette to Derry and no additional fare is charged.

- 4. Record Passenger as a "TRANSFER" on the manual counter and on Passenger Count Form.
- b. From a 10-Trip Pass passenger: These transfers will be marked with the # of zones for which the ticket was purchased
  - 1. Verify date and time
  - 2. Verify route number passenger is not using as a return trip.
  - 3. If the final destination occurs on this route, collect the transfer from the passenger as full payment of trip.
  - If another transfer is necessary to reach the final destination, collect the transfer and issue a second transfer for the number of remaining zones needed to complete the trip following steps in F., 2., b.-f.
  - 5. Record Passenger as a "TRANSFER" on the manual counter and on Passenger Count Form
- c. All transfers taken from passengers should be kept and turned in at the end of each shift.
- 5. Drivers who are switching routes in the same vehicle and have passengers on board who are transferring to the next route should record those passengers as "TRANSFERS ISSUED" in addition to their form of payment on the first route and as "TRANSFER" on the second route.

Example, a driver arrives at the Transit Center as Route 18F and becomes Route 8 at the Transit Center. A passenger boarded Route 18F paying cash and is now transferring to Route 8. The passenger does not need to switch vehicles for this

transfer, but should be counted as "REGULAR FARE" and "TRANSFER ISSUED" on the first route (18F) and as "TRANSFER" on the second route (8).

# SAMPLE

# **TRANSFER COUPONS**

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### ADA REGULATIONS

The Americans with Disabilities Act (ADA) ensures that public transportation is accessible and available to persons with disabilities.

The following are ADA regulations as they apply to public fixed route bus transportation.

### I. <u>Announcing Stops:</u>

- A. Stops must be announced at the Transit Center, major intersections / land marks, transfer points and stops requested by passengers. Announcements must be made for both boarding and alighting passengers.
- **B.** Major intersections, landmarks and transfer points are noted on the Driver Route /Run Sheets.

### II. <u>Service Animals:</u>

- A. Service animal means any guide dog, signal dog, or other animal individually trained to work or perform tasks for an individual with a disability, including, but not limited to, guiding individuals with impaired vision, alerting individuals with impaired hearing to intruders or sounds, providing minimal protection or rescue work, pulling a wheelchair, or fetching dropped items.
- **B.** Service animals are permitted on WCTA buses. Passengers are not required to show documentation identifying their animal as a service animal.
- **C.** Animals that are not service animals may be permitted on WCTA buses in a regulation pet carrier.

### III. Other Assisting Devices:

A. Passengers are permitted to travel with a portable oxygen supply, respirator or mobility device.

### IV. <u>Wheelchair Lift / Ramp / Restraint:</u>

- **A**. A person requiring the use of a lift or ramp is not required to make an advance reservation or notification.
  - 1. Persons may wait at regular bus stops.
  - 2. Service is on a first-come basis.
- **B.** The ADA requires that all wheelchairs and their users must be transported in the WCTA's vehicles provided the passenger and his/her mobility device fall within the size and weight capacities of the vehicle's lift equipment. It is the operator's responsibility to know the maximum size and weight capacity of each vehicle's lift equipment. Trip denial can only occur if the vehicle's lift equipment cannot safely accommodate the passenger and his/her mobility device.
- C. Disabled persons confined to mobility devices may not ride in places other than the

designated securement location in the vehicle.

- 1. The individual is not required to remain in the wheelchair.
- 2. Passengers who remain in their wheelchair may request no restraint be placed on their person.
- 3. Transportation cannot be denied to a wheelchair or its user on the grounds that the device cannot be secured or restrained by the vehicles securement system, provided that the mobility device meets the size and weight capacities of the vehicle's lift equipment.
- **D.** Any person may request the use of the lift or ramp, including standees.
- E. Exceptions:
  - 1. Where the lift or ramp cannot be deployed.
  - 2. Where the lift could be damaged.
  - 3. Where temporary conditions, not under control of the WCTA, exist and preclude the safe use by all passengers.
  - 4. Under the above circumstances, a trip may be denied.
- **F.** When an individual with a disability enters a vehicle and needs to sit in a seat or occupy a wheelchair location, the ADA requires that the following persons be asked to move for the individual with the disability:
  - 1. Individuals, except persons with a disability or elderly, sitting in a location designated as priority for elderly and/or persons with a disability.
  - 2. Individuals sitting in a fold-down or moveable seat in the wheelchair securement location.
  - 3. Although it is required that the request be made to move, a person cannot be forced to move.
  - 4. If the bus is at seated capacity and a passenger with normal mobility will not give up their seat, you can refuse to take aboard a disabled person with a mobility device.
- **G.** All lifts/ramps/restraints are to be maintained in working condition. Should a failure occur notify your company by the most immediate means available. The Contractor is to notify the WCTA promptly of all lift failures or problems.
  - 1. The inoperative vehicle is to be taken out of service before the beginning of the vehicles next service day and repaired before the vehicle can be put back into service.
  - 2. The vehicle may remain in service for a maximum of 3 days.
- *I.* The ADA requires that, where necessary or upon request, transit operators assist an individual with a disability in the use of securement systems, lifts and ramps. *If it is necessary for the operator to leave their seat, they must do so.*
- **J.** There is no time limit to allow individuals with disabilities to complete boarding or disembarking from the vehicle.

### CUSTOMER SERVICE / SENSITIVITY

### I. <u>Appearance:</u>

- A. Uniforms:
  - 1. Clean, pressed and in good condition
  - 2. Approved by the WCTA
  - 3. Only hats issued by WCTA are acceptable
- **B.** Westmoreland Transit will provide ID badges that must be worn by all drivers.
- **C.** Be neat and professional in appearance. Shirts must be tucked in while operating a vehicle and when visible to the public.
- **D.** Practice good personal hygiene.

### II. <u>Attitude:</u>

- **A.** Be professional and courteous at all times, to all passengers:
  - 1. Greet passengers in a pleasant manner
  - 2. Assist persons with disability, the elderly or other passengers as necessary (see ADA regulations). Kneelers should be used whenever passengers are boarding or alighting.
  - 3. Use your mirrors wait until the passenger has been seated or, if standing has a firm grasp, before moving the bus.
  - 4. Start and stop the bus as smoothly as possible.
  - 5. Keep conversations with passengers to a minimum especially while bus is in motion.
  - 6. Under no circumstances discuss operations or issues of a sensitive nature with passengers.
- **B.** Be knowledgeable / helpful:
  - 1. Know how to read a schedule.
  - 2 Be familiar with other routes and schedules.
  - 3. Be familiar with common fares.
  - 3. Don't let "I don't know" be your answer if you don't know the answer, find out.

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#### III. <u>Alertness:</u>

- A. Travel in the right lane of traffic at all times except under the following conditions:
  - a. When a lane change is necessary to pass a much slower vehicle
  - b. To move into the turn lane.
  - c. Once the county line has been crossed when traveling from Westmoreland County into neighboring counties since the WCTA does not transport passengers within other counties.

- **B.** Not all passengers are veteran riders. New riders may be unsure of proper stop or how to 'flag' a bus. Indications that a pedestrian wants the bus may include:
  - 1. Use of a 'bus hailer'



SAMPLE PASSENGER BUS HAILER

- 2. Making a wave or stop motion with their hand
- 3. Staring in the direction the bus is coming
- 4. Taking a step closer on the sidewalk as the bus approaches
- 5. Holding money, ID card or pass in their hand
- **C.** All drivers must stop the bus at designated stops within shopping centers. During inclement weather passengers may be waiting in the lobby. Give them time to reach the bus.
- D. If you must make an assumption assume they want the bus! It only takes a moment of your time to slow down, and if necessary, stop and ask if they are waiting for the bus.

### IV. Flag Stops:

- A. The WCTA operates on a 'flag stop' system. Under this system a passenger can stop the bus by:
  - 1. Waiting at a WCTA bus stop sign
  - 2. Waiting in a WCTA shelter
  - 3. Waiting at an intersection
  - 4. Waiting in a visible location along the highway (especially in rural areas where an intersection is not near)
- **B.** Safety issues:
  - 1. Use good judgment. If at all possible, pick the passenger up. If you must miss a

passenger due to an unsafe stop, notify your company's office.

2. If you pick up/discharge a passenger where you feel safety is an issue, discuss it with your company for a final determination to be followed by all drivers.

### V. <u>Conflicts</u>:

- **A.** Everyone makes mistakes.
- **B.** Do not engage in a verbal conflict with a passenger, pedestrian or other motorist.
  - 1. Refer to the WCTA Transit Center and/or offer a complaint form
  - 2. Remember WCTA drivers are professionals.
- **C.** In the case of a disorderly, verbally abusive or highly intoxicated passenger notify your company for instructions.
- **D.** In the case of a fare disagreement, accept the offered fare and:
  - 1. Refer passenger to the WCTA Transit Center or radio WCTA Transit Center for clarification.
  - 2. Politely inform the passenger that exact fare is required then:
    - a. Tell them where they may be able to get change
    - b. Refer the passenger to the WCTA Transit Center
- E. Do not leave a passenger stranded. If a passenger does not have enough money for the full fare or no money at all, radio the WCTA Transit Center for instructions. If passenger is permitted to board, make a note of the circumstances including:
  - 1. Where passenger boarded and destination
  - 2. Amount of fare
  - 3. If this passenger has done this in the past to your knowledge
  - 4. General description of passenger
- **F.** Do not force a passenger to remain on the vehicle. Although out of county travel requires that passengers board in one county and alight in another, if a passenger insists to be let off of the bus within a neighboring county, safely discharge the passenger. The passenger should be informed of correct policy to avoid the situation in the future.
- **G.** If a passenger misses a connection to the last available bus, radio the Transit Center and wait for instructions.

### VI. Baggage Policy

- A. It is the policy of the WCTA that passengers should bring only those items that they can manage independently.
- **B.** Passengers and their personal items should take up only one seat on the vehicle. Should a passenger use an additional seat for their personal items, they can be charged an additional fare for the use of that seat.

**C.** Drivers are permitted to use the storage areas in the underside of commuter buses for large items such as luggage or bicycles. However, the driver is responsible only for opening and closing the storage areas and should not assist passengers with their items.

#### **PASSENGER / DRIVER / VEHICLE SAFETY**

- I. <u>Passenger Safety</u>: Bus passengers and drivers must obey the following rules that apply to vehicle travel.
  - A. The driver is in charge of the vehicle.
  - **B.** Passengers must remain seated at all times and until the vehicle comes to a complete stop.
  - C. Passengers are not allowed to have any part of their body out the windows of the vehicle.
  - **D.** Smoking, including vapor cigarettes, on the bus is prohibited.
  - **E.** Eating and drinking on the bus by passengers should be discouraged:
  - **F.** Passengers may not transport on WCTA buses:
    - 1. Flammable materials, explosives, weapons
    - 2. Open alcoholic beverages
    - 3. Pets not confined in a regulation pet carrier
    - 4. Unboxed machines, tools or other items (i.e. car battery, bicycle), which may create a hazard to themselves or other passengers
  - **G.** Passengers must keep noise at a level that will allow the driver to hear traffic and requests for assistance.
  - H. No radios are to be played on the vehicles without earphones.
  - I. Passengers are not to disturb the driver.
  - J. Passengers are not permitted to yell or throw things out of the windows.
  - K. Passengers should keep the vehicles clean.
  - L. Passengers will not use profanity or language that is upsetting and/or disruptive to other passengers or staff.

#### II. <u>Driver Safety:</u>

- **A.** Drivers must wear seatbelts at all times when bus is in motion.
- **B.** Drivers may not smoke on any vehicle, at any time.
- C. Drivers may not eat or drink while the vehicle is in motion; however,
  - 1. Drivers may eat or drink on the bus during regular break time
  - 2. No passengers should be on board the bus
  - 3. Drivers are to clean up after themselves immediately
- **D** Do not exceed speed limit. A late bus can always be explained an early bus can never

be explained.

- III. <u>Difficult Passengers:</u> In order to ensure the safety of staff and other passengers, any passenger who is unruly and is affecting the operation of a vehicle or the passengers on said vehicle will be dealt with in the following manner:
  - A. The unruly passenger will be advised to stop their pattern of behavior immediately. If not done, the driver will advise his or her company of the circumstances involving the unruly passenger. Management may then request that the police department serving the area in which the vehicle is located be dispatched to that location immediately.
  - **B.** If there is a risk of harm to anyone on the vehicle, the driver will immediately:
    - 1. Pull the vehicle over to a safe location.
    - 2. Have passengers exit the vehicle.
    - 3. Dial 9-1-1 and await the arrival of a law enforcement official.
    - 4. Notify your company of the action taken.
  - **C.** The driver will not engage in any physical confrontation with an unruly passenger unless there is a clear and present danger to either himself or another passenger on the vehicle.
  - **D.** Upon the arrival of law enforcement official, the driver will relay information to that officer about the unruly passenger and await final disposition.
  - **E.** A full report will be made to your company.

#### IV. <u>Medical Emergency:</u>

- A. Upon becoming aware that a medical emergency exists on or around a vehicle, the driver shall immediately call 9-1-1 and report that there is an emergency condition and request assistance.
- **B.** If trained, the driver may perform first aid and CPR until the ambulance service arrives.
- **C.** The driver, upon arrival of the ambulance, will ascertain which ambulance company has the passenger and their destination.
- **D.** Notify your company of the action taken and make a full, written report.

#### V. <u>Vehicle Safety & Security:</u>

- A. Do not leave your vehicle unattended in such a manner that a passenger can board without your knowledge:
  - 1. Make sure doors are closed
  - 2. Set brakes properly and engage bus in neutral
- **B.** Vehicles should be parked in a well-lighted location where it is unlikely for them to be damaged or vandalized.
- **C.** Passengers should never be left in an unattended vehicle.

#### FORMS

#### FORM # 3.4

#### DRIVER'S DAILY PASSENGER COUNT

NOTE: THIS FORM STAYS WITH THE BUS OPERATING THE ROUTE

PURPOSE: To monitor ridership by routes

FREQUENCY: Daily

INSTRUCTIONS: Counters on the bus will be marked:

'F' - regular cash passengers,

'T' - pass, voucher, medical assistance ticket,

'H' - half fare,

'S' - all seniors riding free,

'TF' - transfers,

'FREE' - children 5 and under, complimentary ride tickets

A 'trip' is defined as a beginning point to the point where a return trip starts. Each trip will begin with the counter set to '0'. Use the counter to record passengers to the end of the trip. *For funding purposes, accurate counts are extremely important.* 

- 1. Date
- 2. Enter counts in proper column and clear counter to '0'
- 3. Bus #
- 4. Driver number
- 5. Driver Signature and Driver # when you are no longer on this route
- 6. Return to your office at the end of the day

If a trip is missed on a route for any reason, the driver is to write <u>"DNR"</u> (did not run) at the beginning of the trip that was missed – DO NOT JUST LEAVE THE TRIP LINE BLANK OR PUT '0's IN THE COUNT LINE.

RUN #17			DRIVER S DAIL PASSENGER COUNT					10-11 12-11-12-10-12		
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			DOITE 5	(0705) //	unnatha / Ca	pontum)			1	
,	REGULAR	1/2		TRANSFERS	armette / Gi	eenskurg)				
	FARES	FARES	PASS	TAKEN	SENIOR	FREE	BUS #	DR.#		
1	JNT (7:10 am	)- JNT 17:3	4 am)						TRANSFERS ISSUED	
	•	, in the second se								
									TRANSFERS	HAR COLUMN
2	JNT (7:34 am	) - TRANSIT	CENTER (8:04	am)					ISSUED	
,	TRANSIT CE	NTER (8:15	arn) - JNT (9:03	am)					TRANSFERS ISSUED	
		T		<u> </u>						
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	JNT (9:03 am	)- JNT (9:2	7 am)		·····	1			ISSUED	
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ð	JNT (1:03 pm	)- <u>JNT.</u> (1:2	7 pm)						IRANSFERS	
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	DRIVER SKIN	- ATURE:				DR.#				

#### SURVEY TRIP SHEET

#### (Section 15 Data Collection)

- PURPOSE: A data collection requirement of the Federal Transportation Administration (FTA) for funding purposes. Data collection is required for both URBAN and RURAL service areas.
- FREQUENCY: Trips to be surveyed are chosen randomly by computer.
- INSTRUCTIONS: The driver is to sign his/her name in the top portion of the Survey Trip Sheet. Driver is to count passengers on and off at each stop for the **complete trip**. The stop description will always be completed by the WCTA under STOP No. #1. The driver is to list the stop description for subsequent stops.

The PASSENGERS BOARDED and the PASSENGERS ON BOARD will be the same number for the first stop only.

Example: If <u>6</u> passengers were already aboard the bus when you reached <u>Stop #1</u> and only <u>1</u> person gets on at that stop, the number of passengers recorded in the PASSENGERS BOARDED column would be <u>7</u> and the number of PASSENGERS ON BOARD would also be <u>7</u>.

You may still have passengers on board when you reach your last stop in the sample trip. That is acceptable and the number of passengers still on board should be recorded at the last stop. *Passengers who board at the final stop should not be counted.* 

Page (1	) (1) Time Po	eriod:	SUI	RVEY TRIP SH	EET DIV.	ISION:	
[[	2) First Cycle #:	(3) Second Cycle #	(4) Trip #:	(5) ROUTE NO	D.:	(6) RUN	NO.:
DRIVEF	R NAME:			(7) Date:		(8) Day of We	ek:
RIP DE	SCRIPTION: (Fro	m):		(То):			
(9) STOP	DES	(10) STOP CRIPTION	(11) *See Note PASSENCERS BOARDED	(12) PASSENCERS	(13) PASSENGERS ON BOARD	(14) DISTANCE BETWEEN STOPS	(15) PASSENGER MILES (15) x (16)
#1		· · ·		- 0 -		XXXXXXX	XXXXXXX
				/		<u></u>	
		· · · ·					
		10400011118 T - 1					
Not	e: At the first stop, p udes massengers on 1	TOTALS assengers boarded board from previous stop					. *
aut.4	and harmingers out	oome nom pressons stop.	(16)	(17)	(18)	(19)	(20)

FORM # 7.1

#### WCTA BUS TIME / MILEAGE LOG

PURPOSE: To track mileage of each WCTA bus. Data collected to meet requirements of FTA and other WCTA funding sources.

FREQUENCY: Daily – Begin each month with a new form – <u>DO NOT PUT 2 MONTHS ON THE</u> <u>SAME FORM!</u> If the sheet runs out of spaces before the end of the month, get a second form.

INSTRUCTIONS: Driver will complete: Date Route/Run # Start and End time driven Total hours driven Hub start and hub end of the Route/Run Total miles Driver will sign

Form 7.12, WCTA Bus Time/Mileage Log, must be completed **entirely**, **legibly**, and **accurately**. Make sure that the beginning and ending mileage are properly recorded.

NNG MILES SINNING MI 'AL MILES:	: LES: _	*			C(	ompany: onth:		DRMER	BUS#	E
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DATE	RTE #	RUN #	START	END	TOTAL HRS	START	END	TOTAL MILES	TOTAL FUEL	DRIVER NAME
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	TOTAL	5.								

FORM #5.12

## TRANSIT CENTER BAY ASSIGNMENTS

- PURPOSE: To maintain a smooth operating system for WCTA buses within the Transit Center
- FREQUENCY: Used daily
- INSTRUCTIONS: Follow the instructions on the sheet for movement within the Transit Center, unless otherwise notified by authorized personnel

WCTA 5.12

### TRANSIT CENTER BAY ASSIGNMENTS

<u>8:15 AM</u>	ROUTE	RUN#	BAY#
	4(S)	15	2
	5	17	5
	6(S)	20	2
	8	27	4
	9	47	6
	12	23	3
	16(S)	25	7
	18-F(E)	20	2

10:15 AM	ROUTE	RUN#	BAY #
	4(E)	12	2
	4(5)	58	2
	5	17	5
	B(E)/B(ST)	27	2
	8(EV8(ST)	20	4
	9	48	6
	12	23	3
	18	25	7

<u>12:15 PM</u>

ROUTE	RUN#	BAY #	
4	15	2	*(Drop of
5	17	5	
6(E)	20	3	
8(ST)	24	2	
8(E)	27	4	
8(ST)	19	4	
8(E)	47	6	
9(ST)	54	Ô	
18	26	7	

2:15 PM	ROUTE	RUN#	BAY#
	4(E)	-58	2
	4(ST)	13	2
	5(E)	17	5
	5(ST)	18	5
	6(ST)	21	2
	8	19	4
	Ð	22	6
	6(E)/12(ST)	24	3
	18	28	7

'#

8

8 3

7

4:15 PM	ROUTE	RUN #	BAY
	4(E)	15	2
	4(ST)	14	2
	5	18	5
	6(E)/8(ST)	21	2
	8(E)/6(ST)	19	4
	9(E)	22	8
	Đ(ST)	49	ð
	12	24	3
	18	28	7

tiDrop	off	passengers	ā.	stage	)

FORM #5.13

# WCTA BUS MESSAGE CENTER (DESTINATION SIGN CODES)

- PURPOSE: To convey to our passengers special messages, Route number, destination(s) and direction of bus.
- FREQUENCY: At all times

INSTRUCTIONS: Use the proper-programmed message number.

DESTINATION SIGN CODES

#### **ROUTE CODES**

10:	1F	PITTSBURGH
	11	VIA ROUTE 30
12:	1F	GREENSBURG
	1F	VIA ROUTE 30
14:	1F	SHEETZ PARK N RIDE
	1F	VIA ROUTE 30
16:	1F	SHEETZ PARK N RIDE
	1F	HEMPFIELD POINTE
	1F	VIA ROUTE 30
20.	лĖ	DECTED ID CI I
201	25	MANADAVORUT
<b>9</b> 7.	2r pr	
22:	21	LAIROBE
	21	VIA MUKRYSVILLE
	21	DELMONT
	21	VIA MUHRYSVILLE
26:	2F	DELMONT
	2F	VIA PITTSBURGH
30	3F	PITTSBURGH
32:	3F	MT PLEASANT
40:	4	PITTSBURGH
	4	VIA ROUTE 30
	4	VIA OAKLAND
42:	4	GREENSBURG
	4	VIA OAKLAND
	4	VIA ROUTE 30
45:	45	GREENSBURG
48:	45	IRWIN
50:	Ş	JEANNETTE
	5	VIA ROUTE 30
52:	5	GREENSBURG
	5	VIA ROUTE 30
54:	.55	JEANNETTE
\ \	55	VIA ROUTE 30
56:	5S -	GREENSBURG
	55	VIA ROUTE 30
60:	6	IRWIN
÷=.	Ę	VIA IFANNETTE
62:	Ē	GREENSBURG
52.	Ľ	
	0	e vera standarden 1 E

	1	YOUNGWOOD/WCCC/NEW
80:		STANTON
82:	٤	GREENSBURG
	٤	VIA NEW STANTON
	٤	S VIA YOUNGWOOD
90:	5	WESTMORELAND MALL
	Ę	LATROBE
	Ş	VIA ROUTE 30
<del>9</del> 2:	Ş	WESTMORELAND MALL
	5	GREENSBURG
	9	VIA ROUTE 30
94:	9A	LATROBE
95:	9Å	DERRY
98:	95	WESTMORELAND MALL
	95	LATROBE
	95	DERRY
	95	VIA ROUTE 30
<u>8</u> 8:	95	LATROBE
	95	WESTMORELAND MALL
	95	GREENSBURG
	95	VIA ROUTE 30
110-	11	(ALIANCE CHAIN)
A.1.420	11	VIA LIGONIER
	11	VIA NEW ELORENCE
117.	11	IATRORE
	11	
	11	VIA LIGONIER
114.	11	NEW FLORENCE
116	11	JOHNSTOWN/GALLERIA MALL
120:	12	NEW KENSINGTON
	12	VIA DELMONT
122:	12	GREENSBURG
	12	VIA DELMONT
125:	121	AUTUMN BROOKE
	12	WESTMORELAND MALL
. 190:	14]	PITTSBURGH MILLS
132:	14)	NEW KENSINGTON
134:	141	PENN STATE
	141	VIA WESTMORELAND BUSINESS

14J VIA RESEARCH PARK

### **DESTINATION SIGN CODES**

ROUI	re codes	
136;	14F ALLEGHENY PLAZA	
	14F VIA NEW KENSINGTON	
138:	14F PITTSBURGH	
	14F VIA HILLCREST PLAZA	
	14F VIA NEW KENSINGTON	
× 40.		
14UI 1401	14 LOWER BURKELL	
142:	14 ARRULD	
T84;	14 NEW KENSINGTON	
145:	14S LOWER BURRELL	
148:	145 ARNOLD	
149:	145 NEW KENSINGTON	
150:	15 AVONMORE	
152:	15 NEW KENSINGTON	
160:	16 MT PLEASANT	
	16 VIA UPG	
1 <del>6</del> 2:	16 GREENSBURG	
	16 VIA UPG	
164:	165 GREENSBURG	
	165 VIA MT PLEASANT	
	165 VIA YOUNGWOOD	
166:	165 SCOTTDALE	
	165 VIA YOUNGWOOD	
	165 VIA MT PLEASANT	
168:	165 MT PLEASANT	
	165 VIA YOUNGWOOD	
159:	165 GREENSBURG	
	165 VIA YOUNGWOOD	
170,	17 SET 01 CAUSSIT	
170:	17 MI PLEASANI	
172:	17 SCOTTOALE	
180:	18F IRWIN	
182:	18F GREENSBURG	
200:	20F GREENSBURG	
202:	20F LIGONIER	
	20F VIA LATROBE	
	20F VIA DERRY	
60000	EMERGENCY CALL POLIC	Ę

608: NOT IN SERVICE

#### **DESTINATION SIGN CODES**

**SO:** 

51:

52:

53:

54:

55: 56:

57:

58:

59:

60; 61:

62;

63:

64:

65: 66:

67:

68:

69:

PRCODE	2
1:	APRIL FOOL'S DAY
2:	BACK TO SCHOOL
3:	BE SAFE NOT SORRY
4:	DRIVE CAREFULLY
5:	COME RIDE WITH US
6:	CONGRATULATIONS
7:	DON'T FORGET TO VOTE
8:	FALL IS HERE
9:	FREE RIDES TODAY
10;	GOD BLESS AMERICA
11:	HAPPY 4TH OF JULY
12:	HAPPY EASTER
13:	HAPPY FATHER'S DAY
14:	HAPPY GRANDPARENT'S DAY
15:	HAPPY HOLIDAYS
15:	HAPPY LABOR DAY
17:	HAPPY MEMORIAL DAY
18:	HAPPY MOTHER'S DAY
19:	HAPPY NEW YEAR
20:	HAPPY ST PATRICK'S DAY
Z1:	
22:	HAPPY VALENTINE'S DAY
23:	HAVE A GREAT DAY
24:	HAVE A SAFE & HAPPY HOUDAY
20:	HOP ON WE RE HEADED YOUR WAY
201	IT'S A GRAND OLD FLAG
2/1	
20:	MERAL CHRIDIMAS
20.	
31.	
47,	SLOW DOWN
33:	THANKS FOR RIDING
34:	THINK SPRING
35:	THINK SNOW
36:	TRANSIT APPRECIATION DAY
37:	TRICK OR TREAT
38:	TRY TRANSIT WEFK
39:	25TH ANNIVERSARY
40:	GO BEARS/GOOD LUCK
41:	GO BUCCANEERS/GOOD LUCK
42:	GO CARDINALS/GOOD LUCK
43:	GO CAVALIERS/GOOD LUCK
44:	GO CENTURIONS/GOOD LUCK
45:	GO COUGARS/GOOD LUCK
46:	GO DUKES/GOOD LUCK
47:	GO GOLDEN LIONS/GOOD LUCK
48:	GO GREYHOUNDS/GOOD LUCK
49:	GO HAWKS/GOOD LUCK

HERE WE GO STEELERS GO JAYHAWKS/GOOD LUCK GO KNIGHTS/GOOD LUCK GO LEOPARDS/GOOD LUCK GO LIONS/GOOD LUCK GO MOUNTIES/GOOD LUCK GO NITTANY LIONS/GOOD LUCK GO PENN STATE/GOOD LUCK GO PANTHERS/GOOD LUCK GO PITT/GOOD LUCK GO PENS/GOOD LUCK GO PIRATES/GOOD LUCK GO RAMS/GOOD LUCK GO SCOTTIES/GOOD LUCK GO SPARTANS/GOOD LUCK GO STEELERS/GOOD LUCK GO TROJANS/GOOD LUCK GO VIKINGS/GOOD LUCK GO WARRIORS/GOOD LUCK GO WILD CATS/GOOD LUCK