

TOWN OF PELHAM
PUBLIC TRANSPORTATION AGREEMENT

THIS AGREEMENT dated the 31st. day of August 2015

BETWEEN:

**THE CORPORATION OF THE
THE TOWN OF PELHAM**
(herein after referred to as "Town")

AND

SHARP Bus Lines Limited
(herein after referred to as "Operator")

(both of the above hereinafter may be called the "Party" or collectively called the "Parties")

THIS AGREEMENT IS PREMISED ON THE FOLLOWING:

WHEREAS the Town desires to provide a Conventional Public Transit service, Trans Cab service, and a Shuttle service for the residents of the Town of Pelham within certain areas and on certain highways situated within the Town of Pelham;

AND WHEREAS the Operator has agreed to provide such a Conventional Public Transit service, Trans Cab service, and a Shuttle service for the Town;

AND WHEREAS the Town and Operator have agreed to the terms and conditions of the operation of the Conventional Public Transit service, Trans Cab service, and a Shuttle service;

Now therefore in consideration of the premises and the mutual consideration and covenants herein, the Parties covenant and agree as hereinafter provided:

1. DEFINITIONS:

"Accident" shall mean any occurrence, whether preventable or not, whereby any vehicle operated by the Operator comes into contact with anything, other than the tires to the road, and which results in bodily injury and/or damage to a transit vehicle, another vehicle or to property, and shall include any occurrence which results in personal injury to any person.

"AODA", the Provincial Act, *Accessibility for Ontarians with Disabilities Act, 2005* and regulations made pursuant to the Act, governing accessibility in public services.

"Billable Hours" shall mean the period of time during which the Operator is paid for Service under this Agreement and shall include Revenue Service Hours and recovery/layover time, but shall not include Deadhead.

"Business Day" shall mean Monday to Saturday, excluding Sundays, and Holidays as defined in the Interpretation Act (Ontario).

"Conventional Transit Service" shall mean all fixed-route, fixed-schedule services to be provided by the Operator pursuant to this Agreement.

"CVOR" shall mean Commercial Vehicle Operator's Registration.

"Deadhead" shall mean the time during which a revenue vehicle is not available for fare paying passengers while moving between the Operations Facility and origin point of a scheduled route and between the termination point of a scheduled route back to the Operations Facility.

"Emergency" shall mean an event or circumstance which threatens the health, safety or welfare of any person and which may result in the suspension of regular transit service.

"Holidays" shall mean New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day, and any day proclaimed as a Civic Holiday in the Province of Ontario.

"Incident" shall mean an unusual occurrence involving transit vehicles operated by the Operator under this Agreement, other than an Accident. For example, an event where a sudden stop causes a passenger to fall, but does not result in personal injury to the passenger.

"Maintenance Cost" shall mean the annual cost to provide complete vehicle maintenance and repair services for all conventional transit, Trans Cab, and Shuttle fleet vehicles used for revenue service and include the costs associated with the maintenance facility.

"Maintenance Facility" shall mean the maintenance premises provided and operated by the Operator discussed in Section 6.5.

"Missed Trip" shall mean a one-way trip (origin to destination) where a vehicle in Revenue Service, or operating Charter Services, departs from a scheduled time point twenty (20) or more minutes late.

"OEM" shall mean "Original Equipment Manufacturer".

"Revenue Service" shall mean transportation services in which vehicles are available for carrying passengers including recovery/layover time, but does not include deadhead time, bus operator training and maintenance.

"Revenue Service Hours" shall mean the time when a vehicle is in Revenue Service.

"Revenue Service Hourly Rate(s)" shall mean the rate billable per hour of Revenue Service identified in the transit service levels described in Schedule "A".

"Service" and "Services" shall mean all transit services, dispatching, maintenance and other ancillary services required of the Operator under this Agreement.

"Service Animal" shall mean a guide dog as defined in section 1 of the Blind Person Rights' Act and an animal accompanying a person with a disability where a) it is readily apparent that the animal is used by the person for reasons relating to his or her disability; or, b) if the person provides a letter from a physician or nurse confirming that the person requires the animal for reasons relating to the disability.

"Service Area" shall mean the geographical area of the Town of Pelham, within which Revenue Service is provided as defined by the Town.

"Uniform" shall mean a bus driver uniform consisting of a jacket, pants, shirt, shoes, and tie.

"Uncontrollable Circumstance" shall mean any event or condition which materially alters the Parties' ability to exercise or perform their respective rights and obligations of the Parties under this Agreement, or the management, and operation of the public transportation system, which event or condition is beyond the reasonable control of or could not reasonably be anticipated by the Party relying thereon as justification for a delay in or non-performance of any obligation of such Party pursuant to this Agreement and shall include but not be limited to:

- (i) an act of God, landslide, lightning, earthquake, hurricane, flood, tornado or other natural disaster, fire, explosion, acts of public enemy, terrorism, war, blockade, sabotage, insurrection, riot or public disturbance;
- (ii) an order of any court, administrative or governmental agency of competent jurisdiction which has not been made as a result directly or indirectly of the actions or inaction of the Town or Operator. This specific provision shall be construed strictly, placing the onus on the Party seeking to so rely to excuse non-performance or delay;
- (iii) a Change of Laws. This specific provision shall be construed strictly, placing the onus on the Party seeking to so rely to excuse non-performance or delay;
- (iv) loss or inability to obtain service from a utility;
- (v) provided, however, that a failure by a Party to perform its obligations under this Agreement arising from or related to such Party's insufficient cash flow or its

financial circumstance or economic or financial conditions generally, shall not constitute an Uncontrollable Circumstance;

2. INTERPRETATION

- 2.1 Words importing the singular include the plural and vice versa. Words importing the masculine, feminine or neuter gender include the other genders. Words importing persons shall include firms and corporations, and vice versa.

3. HEADINGS FOR CONVENIENCE ONLY

- 3.1 Headings, titles and marginal notes which may appear in this Agreement are inserted for convenience only and shall not be used to explain or clarify the clauses or paragraphs below or opposite which they appear.

4. INCONSISTENCIES

- 4.1 If there is any inconsistency between any provision of this Agreement and anything contained in the other Contract documents, the provisions of this Agreement shall prevail.

5. TERM OF AGREEMENT

- 5.1 This Agreement shall remain in force throughout the term commencing on the 31st day of August 2015 and expiring on the 31st of March 2017.
- 5.2 Notwithstanding the said expiry date, provided in this Agreement is in good standing and the Operator has performed the Service to the Town's satisfaction, the Town shall have the option of extending this Agreement for a further term of three (3) additional years following the end of the initial term. Provided the Town gives notice to the Operator not less than six (6) months prior to the end of the initial term, of the Town's desire to exercise this option to extend, then all terms and conditions of this Agreement, except this option to extend, shall renew and remain in full force and effect throughout the said extension period ending 31 December 2020, subject to revisions to rates, service levels and routes as may be implemented in accordance with the provisions contained in this Agreement.
- 5.3 In this Agreement, reference to the Term of this Agreement shall be deemed to include the periods of renewal under extension(s) of this Agreement, if any, pursuant to 5.2.

6. SCOPE OF SERVICE

The Town grants to the Operator an exclusive right to provide a Public Transit service, Trans Cab service, and a Shuttle service (hereinafter referred to as "the Services") identified in the Schedules to this agreement or as these schedules are amended from time to time subject to the provisions of the Municipal Act, 2001, S.O. 2001, c.25 as amended. The Operator is to provide all necessary personnel, services, operations and maintenance facilities and vehicles, subject to the terms of this agreement, to operate the conventional Public Transit service, Trans Cab service, and a Shuttle service identified in this agreement and in accordance with the Schedules attached to this agreement.

6.1 OPERATOR RESPONSIBILITIES

The Operator's responsibilities shall include but not be limited to:

- 6.1.1 The Operator is responsible for the operation of the Services including the vehicles and drivers and for meeting all operations and maintenance requirements established by the Town;
- 6.1.2 Operating and managing the Services in accordance with determined routes described and illustrated in Schedule "B" to this Agreement, or as amended from time to time and with the vehicles as outlined in the proposal attached as Schedule "C";

- 6.1.3 Being responsible for the collection of all revenue arising from the Services and remitting all revenue collected to the Town without deduction;
- 6.1.4 Adhering to the routes and timetables as determined and amendments thereto;
- 6.1.5 Paying all expenses associated or connected with operating the Services except as specifically excluded by this Agreement. These expenses commence as of the first day of the term of this Agreement and include but are not limited to: storing, maintaining, repairing, providing fuel and operating the vehicles, payment of salaries, wages and fringe benefits to all staff, initial and refresher training of all staff, insurance, taxes,, rents, and all obligations pursuant to the Workplace Safety and Insurance Act, 1997, S.O.1997, c.16, Schedule A;
- 6.1.6 Complying with all applicable Federal and Provincial legislation and regulations with specific reference to the AODA and, in particular, Ontario Regulation 191/11 Part IV – Transportation Systems and bylaws of the Town applicable in the Service Area including the Town's policies for Health and Safety and for Accessibility;
- 6.1.7 Maintaining all vehicles and related equipment in accordance with 6.4 and adhering to the maintenance and preventative maintenance program outlined in the proposal attached as Schedule "C";
- 6.1.8 Providing sufficient personnel who have the necessary expertise, credentials and other qualifications to competently perform the management, operations and maintenance functions required for satisfactorily fulfilling all of the Operator's obligations under this Agreement. This shall include but not be limited to any ongoing, re-certification, or newly mandated qualifying requirements. Without compromise, the Operator's management component shall be able to effectively direct and assume responsibility for all aspects of providing the Services and directing its working force;
- 6.1.9 Operational and maintenance training and supervision;
- 6.1.10 Accounting for all fare revenues received in accordance with 6.1.3;
- 6.1.11 Personnel administration including, hiring, supervising, evaluating, promoting, disciplining and terminating employees, and collective bargaining negotiations, if applicable. The Operator will discipline any vehicle's driver or other employee found to be knowingly in breach of the terms or conditions of this Agreement or in breach of the law, or the subject of consistent valid passenger complaints;
- 6.1.12 Ensuring employees are qualified and operate in a safe manner including wearing protective equipment as required by all applicable workplace safety regulations including the Town's health and safety policy;
- 6.1.13 Scheduling and dispatching bus drivers and vehicles, including managing service disruptions or delays as determined by bus drivers due to unforeseen circumstances affecting the route and assigned route and driver schedules approved by the Town to adapt to detours, construction, weather conditions or other circumstances; Trans Cab reservations schedules will be approved by the Town;
- 6.1.14 Distributing and displaying only transit information or advertising as approved by the Town. It is to be noted that external commercial advertising will be permitted on the buses as approved by the Town;
- 6.1.15 Distributing transit route maps and timetables to the general public, and distributing or displaying such additional printed information or advertising as the Town may provide;
- 6.1.16 Attending staff meetings with the Town when required by the Town. During the first three (3) months of the Agreement, the Operator's management, operational and maintenance supervisory staffs may be required to participate in additional meetings as requested by Town staff;
- 6.1.17 Own and maintain adequate computer equipment to facilitate the computerization of all reports. The Operator shall supply at a minimum Windows XP and Office 2000 Professional software and any computer hardware and software upgrades to provide compatibility with the Town's electronic reporting system during the

term of this Agreement. The Operator shall maintain and pay for an active high speed Internet e-mail account capable of sending and receiving attachments. This account shall remain active throughout the term of this Agreement, and any extensions hereto;

- 6.1.18 Providing and maintaining at the Operator's office an operating facsimile machine compatible with the Town's facsimile machine;
- 6.1.19 Obtaining or maintaining a CVOR certificate that covers the operation of all vehicles in the Service covered by this Agreement and maintaining its validity throughout the term of the Agreement by providing on-going accurate information relating to the operation of the Services to the Ontario Ministry of Transportation (MTO) as required pursuant to the Ontario Highway Traffic Act and the regulations thereunder. The Operator must provide the Town with copies of drivers' abstracts and company CVOR on an annual basis;
- 6.1.20 Supplying and maintaining a two-way communication system to the satisfaction of the Town, and in accordance with Provincial legislation (Bill 118), capable of communication between the Operator and all points throughout the Service Area. A portable receiver, capable of monitoring the Operator's frequency, shall be provided to the Town;
- 6.1.21 Ensuring that the Town has at all times the correct names, e-mail addresses, and cellular phone numbers of the Operator's key staff, including but not limited to management, supervisors, etc;
- 6.1.22 Producing a letter and/or certificate of good standing from the Workplace Safety and Insurance Board (WSIB) at the commencement of this Agreement and from time to time as may be required by the Town, and at expiration of this Agreement, prior to any final payments;
- 6.1.23 The Operator shall indemnify, without deduction, and save harmless the Town and its employees, elected officials, officers, representatives and agents (each an "Indemnified Person") from and against all claims, actions, demands and from all reasonably foreseeable expectation losses, expenses and damages which any Indemnified Person may suffer as a result of or arising out of or in relation to the negligence, omission or willful misconduct of, or any breach of this Agreement by the Operator, its employees, officers, representatives, subcontractors or agents in the performance of this Agreement, except to the extent that such claim or demand arises from or is caused by the negligence, omission or willful misconduct of an Indemnified Person. The Operator shall also indemnify, without deduction, and save harmless the Indemnified Persons from and against all claims, actions, demands, losses, expenses and damages which any Indemnified Person may suffer as a result of or arising from damage to vehicles or injury (including death) to persons caused by acts or omissions of the Operator or those for whom it is responsible. Such indemnity shall extend to and include all costs, charges and expenses which the Indemnified Person may reasonably pay or incur in disputing or defending any claim or other proceedings in respect of which indemnity may be sought from the Operator as provided in this Clause. The Operator agrees that the Town shall have and hold the covenants of the Operator contained in this Clause in trust for the benefit of each of the other Indemnified Persons.

In case any proceedings (including governmental investigation), action, claim or demand shall be brought or alleged against any Indemnified Person in respect of which indemnity may be sought under this Clause, the Indemnified Person shall promptly notify the Operator in writing and the Operator shall have the option to assume the defence thereof, and to retain lawyers reasonably satisfactory to the Indemnified Person, in which case the Operator shall be liable to pay the fees and expenses of such lawyers relating to such proceedings.

In any such proceedings, the Indemnified Person shall have the right to retain its own lawyers, but the fees and expenses of such lawyers shall be at the expense of the Indemnified Person unless:

- a. the Indemnified Person has separate defences that cannot reasonably be presented by the Operator;

- b. the Operator and the Indemnified Person have mutually agreed to the retention of such lawyers; or
- c. the Operator has failed to employ lawyers reasonably satisfactory to the Indemnified Person within a reasonable period of time after notice by the Indemnified Person of the commencement of such proceedings.

The Operator shall not be liable to indemnify any Indemnified Person for any settlement of any proceeding effected without the authority and written consent of the Operator (which shall not be unreasonably withheld or delayed). Despite the foregoing, the Operator shall indemnify and save harmless any Indemnified Person from and against all claims, liens, actions, losses, expenses, damages or demands of every nature and kind whatsoever which any Indemnified Person may suffer as a result of or arising out of or in relation to any liability to the Workplace Safety and Insurance Board under the Workplace Safety and Insurance Act, 1997 (Ontario). Such indemnity shall extend to and include all costs, charges and expenses incurred by the Indemnified Person including, for greater certainty, all costs associated with the defence of any action brought against an Indemnified Person or the cost of obtaining an order vacating any claim for lien, including all legal fees on a solicitor and client basis and any and all fines under those statutes.

6.1.24 Prior to the commencing of any work or services under the Agreement, the Operator shall procure and maintain for the duration of the Agreement, the following insurance policies:

(1) **Automobile Insurance**, insuring all vehicles used under this contract, providing a minimum of five million dollars (\$5,000,000.00) inclusive limit for Liability (Passenger and Road Hazard combined) with an insurer satisfactory to the Town and appropriately licensed in Ontario through FSCO with minimum A.M. Best Ratings of A-. Statutory Accident Benefits, Uninsured Automobile and Direct Compensation coverages are also mandatory under the standard Ontario Automobile Policy (OAP); as well as all required Loss or Damage coverages under Section 7 of the OAP, as deemed necessary and appropriate by a reasonable and prudent operator, and including:

- a. OPCF 5 Permission to Rent or Lease Automobiles;
- b. OPCF 6F Combined Road and Passenger Hazard Limit.

The Operator agrees that in all insurance policies covering loss of, or damage to, Town owned transit vehicles, as listed in Schedule "B" including amendments thereto, the maximum deductible per claim shall not exceed ten thousand dollars, (\$10,000.00).

The Operator also agrees to carry current proof of Automobile Liability Insurance (pink slips) in each of the vehicles that it owns and/or operates on the Town's behalf to carry out the work or services under the Agreement.

(2) **Commercial General Liability (CGL)** providing a minimum of five million (\$5,000,000.00) dollars inclusive limit for Bodily Injury and Property Damage on an occurrence basis with an insurer satisfactory to the Town and appropriately licensed in Ontario through FSCO with minimum A.M. Best Ratings of A-. The policy should also include:

- a. an endorsement certifying that the Town is included as an Additional Insured;
- b. a Cross Liability clause endorsement and certificate; a new certificate is required annually;
- c. Non-Owned Automobile coverage with a minimum limit of two million (\$2,000,000.00) dollars, including legal liability for damage to hired automobiles coverage;
- d. endorsement including Garage Premises Liability coverage to allow the Operator to perform vehicle maintenance operations; and
- e. an exception to the pollution liability exclusion for Hostile Fire, or an endorsement adding back in coverage for Hostile Fires where there exists an absolute pollution exclusion.

(3) **Property Insurance** in an amount and form satisfactory to the Operator for the protection of its own property, leased equipment for which it is legally liable, or which is installed by or on behalf of the Operator within the Leased Premises including without limitation, stock-in-trade, fuel tank and vehicle fuelling equipment, furniture, equipment partitions, alterations, trade fixtures and leasehold improvements, in an amount no less than the full replacement cost thereof from time to time and with the Town named as loss payee as its interests may appear.

(4) **Such other insurance** as is customary or as would be obtained by a prudent owner of property similar to that that the Operator is leasing or owns, or as may be required by the Operator acting reasonably.

With respect to the liability limits for insurance identified above in (1) or (2), required limits may be achieved through the purchase of Umbrella or Excess Liability insurance. These policies shall be primary to the extent of the Town's rights under both as a loss payee and an additional insured.

All policies shall contain an endorsement, which is to be shown on all Certificates of Insurance, confirming that they will not be altered, cancelled or allowed to expire or lapse, without thirty (30) days prior written notice to the Town. Proof of new or renewed insurance shall be filed with the Town thirty (30) days before termination of the existing insurance.

The Operator has the right to self-insure with respect to the insurance requirements above, however subject to the terms of this Agreement, any such self-insurance retention or deductible selected remain the sole responsibility of the Operator and shall not affect the total loss payable to the Town without deduction as required under this Agreement.

All insurance policies shall be kept in full force for the duration of the Agreement and a certified copy of each policy or certificates of insurance shall be provided annually to the Town. Should the Operator neglect to so obtain and/or maintain in full force and effect any such insurance as aforementioned, or fail to deliver such policy(ies) and receipts to the Town annually, then it shall be lawful for the Town to do all things necessary for this purpose. All monies expended by the Town for insurance premiums, and costs associated with the execution of the terms under the provisions of this clause shall be charged to the Operator. The Town's cost thereof shall be payable by the Operator to the Town. Failure to provide proof of insurance annually may, at the Town's discretion; result in termination of the Agreement.

6.2 OPERATING REQUIREMENTS

The Operator's responsibilities with respect to operating the Services shall include, but not be limited to:

6.2.1 Supplying and licensing vehicles in accordance with the types of vehicles described in the proposal attached as Schedule "C"; or as amended from time to time. These vehicles shall be used by the Operator to provide the Services and no other vehicles shall be used without written permission from the Town.

A two-way radio shall be installed in each vehicle at the cost of the Operator. The Operator shall supply the Town with 2 mobile units for monitoring of dispatch, drivers, and/or direct contact, as may be necessary. All on-going maintenance of the radio system shall be the responsibility of the Operator.

A farebox shall be provided for each vehicle used for the conventional transit service, in consultation with the Town, at the cost of the Operator. If no farebox is available, another arrangement will be implemented in conjunction with the Town and the Operator. All installation and on-going maintenance shall be performed by the Operator at its cost.

6.2.1.1 In the event that during the term of this Agreement the Town, in its discretion, decides to initiate a further route or routes in addition to the routes described in Schedule "A", the hourly rates to be paid to the Operator for the additional

revenue-hours shall be calculated and billed by the Operator at the applicable Service Hour Rates.

- 6.2.1.2 In the event that during the term of this Agreement the Town, in its discretion, decide upon a permanent alteration of one or more of the routes and services, as described in Schedule "A", which results in a reduction or an increase in service-hours, the service-hour payments to the Operator under this Agreement will be adjusted on a pro-rata basis.
- 6.2.2 The Operator shall have available a supply of sufficient Operator-owned standby vehicles of a type and condition approved by the Town so as to provide and maintain uninterrupted Revenue Service. All Operator-owned vehicles shall be fully accessible and meet current provincial standards for accessibility.
- 6.2.3 Keeping proper accounting and operating records and providing monthly reports to the Town by the 10th of the following month indicating the bus hours operated during the report month together with any supporting reports or documents that may assist in explaining any aspect of the invoice for services.
- 6.2.4 Keeping such other records as may reasonably be required by the Town from time to time and assisting the Town in fulfilling the reporting requirements of various Transit Associations, Provincial or Federal Government agencies, or similar bodies.
- 6.2.5 Providing bus drivers with uniforms approved by the Town and ensuring that they are worn in accordance with 6.3.
- 6.2.6 Ensuring all supervisory and management staff liaise directly and regularly with designated Town staff.
- 6.2.7 Operating the Revenue Services as summarized in the proposal attached as Schedule "C" or any day appointed by proclamation of the Mayor of the Corporation of the Town of Pelham as a public holiday. The Operator may be required to operate the Revenue Service on any of the days excluded provided the Town gives thirty days notice. Payment for this special service will be at the Revenue Service Hourly Rate.
- 6.2.8 Providing and staffing a dispatch office to communicate, via telephone, computer email and the two way radio system, with the bus drivers, and staff from the Town during all hours of system operation, Monday to Saturday. The Operator shall maintain a reliable clock at the dispatch office, to be checked daily with an internet server time service and shall ensure its employees operate according to this time. The dispatch office will address all operational matters.
- 6.2.9 Ensuring that there is a qualified dispatcher or supervisor on duty during hours of bus operations (or unless otherwise directed by the Town) plus one half hour before departure of the first bus from the Operator's facility and for a period of time after the return of the last bus sufficient to receive all driver reports and to allow for the booking off of the last scheduled driver.
- 6.2.10 Distributing and collecting surveys as requested by the Town. A daily manual passenger count on a per one-way trip basis is to be undertaken by the Operator's drivers based on parameters provided by the Town.
- 6.2.11 Maintaining a lost and found service from which lost articles may be reclaimed by the general public at the Municipal Office between the hours of 8:30 am and 4:30 pm, Monday to Friday. Any lost article shall be recorded on the "Lost and Found" form and this information shall be recorded on a controlled inventory list of lost articles. All lost articles shall be kept for a period of three (3) months, following which, the disposal of such articles shall be undertaken only with approval of the Town. The Operator shall make every attempt to return all lost articles, and in particular those with identification.
- 6.2.12 Installing transit system identification or corporate logos and decals on vehicles, from time to time, as supplied by the Town, in a manner and in location(s) approved by the Town.

6.2.13 Installing decals in the interior and on the exterior of each vehicle in a manner approved by the Town which state: "This vehicle operated by SHARP Bus Lines LTD.

6.2.14 Endeavouring to hire and retain qualified bus drivers in sufficient numbers to provide the Services, to minimize driver turnover, and to maintain a sufficient number of back-up drivers to meet all contingencies without disrupting revenue service.

6.3 MINIMUM TRANSIT DRIVER REQUIREMENTS

6.3.1 All new hires shall complete and pass pre-employment screening, and must provide, at the applicant's expense, a satisfactory Criminal Record Search for the Vulnerable Person Sector. A police check shall be obtained and a copy provided to the Town for all personnel in contact with people, collecting fares and handling the fareboxes. The Town shall receive confirmation of what is covered in the background police checks to ensure "Vulnerable Person Sector" clearance on all drivers employed on this contract.

6.3.2 All bus drivers shall possess a valid Province of Ontario driver's licence.

6.3.3 Bus Driver Training:

6.3.3.1 The Operator shall train its bus drivers as per outlined in the proposal attached as Schedule "C";

6.3.3.2 Familiarization with the Services being provided (routes, schedules and stops) as well as other transit services in the area; and

6.3.3.3 Familiarization with the Town including its social, education, medical and employment services, its tourism features and those transportation services not operated by the Operator in the Service Area.

6.3.5 Behind-the Wheel Training shall include at a minimum: (as per outlined in Schedule "C");

6.3.5.1 Basic safe driving skills;

6.3.5.2 Controls, handling and manoeuvring of vehicles;

6.3.5.3 Pre-and-post trip inspection procedures as prescribed by the CVOR;

6.3.5.4 Driving instruction on all vehicles used for the Services operated under this contract;

6.3.5.5 Schedule and map reading;

6.3.5.6 Operation of two-way radio system;

6.3.5.7 Operation of any on-board AVL system, electronic automatic bus stop announcement system or on-board video camera system;

6.3.5.8 Operation of vehicle destination signs;

6.3.5.9 Night and early morning operation, as well as other limited visibility issues;

6.3.5.10 Operation of wheelchair and scooter lifts, ramps and occupant restraint systems;

6.3.5.11 Passenger assistance training, including boarding and disembarking persons who use wheelchairs and scooters under various conditions;

6.3.5.12 Accommodating passengers with Service Animals;

6.3.5.13 Operation of the farebox in accordance with the manufacturers' operating instructions;

6.3.5.14 Inclement weather training; and

6.3.5.15 Operation of spill-kit, fire extinguisher, battery cut-out switch, unless located inside the engine compartment, and other emergency devices.

6.3.6 Professional Standards:

The Operator shall ensure that all of its drivers:

- 6.3.6.1 Deal in a courteous and professional manner with passengers at all times;
- 6.3.6.2 While on duty and in uniform, are not in possession, do not purchase, consume, or are under the influence of any narcotic, intoxicant (including alcohol), or harmful drug;
- 6.3.6.3 Do not smoke while inside or within 5 m of any transit vehicle entrances at any time and enforce this policy with passengers;
- 6.3.6.4 Do not operate any electronic equipment for personal use including cellular phones or portable radios while vehicles are in motion;
- 6.3.6.5 Are alert, well rested and fit for duty prior to the commencement of their shifts;
- 6.3.6.6 Are familiar with the routes, schedules, fare system and the correct operation of the fareboxes, and all other onboard devices;
- 6.3.6.7 Operate on prescribed routes and maintain time schedules. Should it become necessary to deviate from prescribed routings for any reason, the bus driver shall immediately notify the Operator's dispatcher;
- 6.3.6.8 Have an accurate visible time piece to assist in schedule adherence;
- 6.3.6.9 Are regularly assigned to Revenue Service to ensure route familiarity and system continuity, and allow passenger recognition;
- 6.3.6.10 Are responsible for keeping their assigned vehicle tidy and clean as well as refraining from placing non-work related reading material on the dashboard during their shift;
- 6.3.6.11 Ensure that any hazardous items are not carried at any time;
- 6.3.6.12 Do not idle vehicles in excess of five (5) minutes;
- 6.3.6.13 Deploy or activate any wheelchair/kneeling/lift/ramp systems whenever requested to do so by a passenger at an accessible bus stop;
- 6.3.6.14 Reasonably accommodate any passenger, but shall have the right to refuse to carry in any vehicle, by declining to admit or ordering to leave the vehicle, any person who, in the opinion of the bus driver acting reasonably, is ill to the point of endangering the health of other passengers, intoxicated, boisterous, disorderly or profane, or who for any other reason may be offensive or dangerous to the bus driver or other passengers, or a risk to the property of passengers. If it is necessary to exercise the right to refuse or eject a passenger, the bus driver shall advise the Operator's dispatcher and if necessary, seek police assistance. An Incident report shall be filed with the Operator, with a copy being immediately forwarded to the Town;
- 6.3.6.15 Allow the carriage of a Service Animal accompanying a person with a disability;
- 6.3.6.16 Ensure that large articles (including strollers, packages and carts) do not block normal passenger movement in the aisles. Non-folding and large objects such as bicycles may be accepted at the driver's discretion subject to passenger loading. Town policies may be updated from time to time;
- 6.3.6.17 As applicable, correctly display destination signs for the next trip after the last passenger stop of the previous trip and, when not available, display a visible sign or marker in the appropriate location in each vehicle, indicating the route and the terminating point toward which it is operating at any particular time;
- 6.3.6.18 As applicable, use reasonable efforts to ensure that each passenger, prior to travelling on the Services comply with the Town's Fare Policy;
- 6.3.6.19 As applicable, have passengers deposit their own fares in the farebox and shall not be permitted to handle cash or tickets except when the passenger is unable to do so or if directed by the Town;
- 6.3.6.20 Are knowledgeable in the function of the farebox;
- 6.3.6.21 Conduct data and survey collection as determined from time to time by the Town. Maintain a record of revenue passengers carried on a per trip basis each day;

- 6.3.6.22 Comply with the Highway Traffic Act and regulations thereunder including, but not limited to, the performance of daily pre-trip inspections recorded on forms obtained/created by the Operator, approved by the Town;
- 6.3.6.23 Report any damage and/or deterioration in conditions at bus stops, shelters and benches to the Operator's dispatch office who shall advise the Town by email/ phone immediately;
- 6.3.6.24 Report any safety related vehicle defects and farebox malfunctions immediately to the Operator's dispatcher, and report all other vehicle defects, at the conclusion of the driver's shift;
- 6.3.6.25 Document and tag each lost item found on transit system vehicles;
- 6.3.6.26 Effectively and coherently communicate in the English language including verbal communication with customers and others in the course of duties, comprehension of written instructions, policies and procedures and completion of any required written reports and forms; and
- 6.3.6.27 Make verbal announcements to passengers for all bus stops, route adjustments, intersecting routes, major streets, including compliance with any and all legislated requirements in this regard, including the AODA.
- 6.3.7 The Operator shall provide each driver, at the Operator's expense, a uniform consisting of a jacket, shirt, and pants approved by the Town and ensure that the uniform dress is worn by each driver while on duty, except that jackets will not be required at such times of the year as local temperatures would mean discomfort to the driver.

6.4 VEHICLE MAINTENANCE

The Town requires complete vehicle maintenance services for all vehicles used for the Conventional Public Transit service, Trans Cab service, and a Shuttle service. The Operator shall be solely responsible for the proper maintenance (both preventative and corrective) of all vehicles under this Agreement.

Maintenance must be performed so as to ensure reliable delivery of the Services, professional image, minimal service interruptions, and maximum fleet availability. All routine maintenance, inspections and servicing shall be scheduled so as not to interfere with the scheduled Service. The Operator is responsible to have available any regularly used parts and any equipment required to Service, maintain and repair the transit vehicles in order to provide the Service.

The Operator shall comply with requirements contained in this Agreement as well as all Federal and Provincial legislative regulations applicable to passenger transit operations and fleet maintenance.

6.6 TOWN'S RESPONSIBILITIES

The Town's responsibilities will be:

- 6.6.1 Determining the routes and transfer points for the Revenue Service will be determined and amended from time to time and providing check point times for such routes;
- 6.6.2 Specifying the days, hours and frequency of operation, and the number of route operational vehicles required for the Conventional Public Transit service, Trans Cab service, and a Shuttle service as amended from time to time, and on-going service planning and route timetable scheduling.
- 6.6.3 Establishing the maintenance requirements for the Operator;
- 6.6.4 Establishing on-board policies and by-laws including, but not limited to, the safe and effective operation of Town-owned vehicles, the carriage of Service Animals, large packages or items, bicycles and hazardous items;
- 6.6.5 Establishing fare policies and the fare structure including transfer agreements. The Town may alter the fare rates and inform the Operator forthwith;

- 6.6.6 Performing overall marketing of the Revenue Service (including printing of public route maps and schedules at the Town's expense);
- 6.6.7 Paying to the Operator the payments arising under the provisions of this Agreement Revenue Service Hours;
- 6.6.8 Administration and ongoing monitoring of the Services and information provided under this Agreement including analyzing data supplied by the Operator at the request of the Town, or obtained through rider surveys;
- 6.6.9 Endeavouring within the Town's jurisdiction to:
 - 1. Prohibit car parking at bus stops and enforce such prohibition;
 - 2. Notify the Operator of impending construction projects or other factors which may necessitate a temporary detour from the routes;
 - 3. Keep roads and streets in reasonable repair and clear of ice and snow in accordance with the Town's and local municipalities' prevailing service standards; and
 - 4. Cut tree limbs and remove any obstructions to vehicles or driver's vision.
- 6.6.12 Erecting bus stop signs, shelters and benches and designating areas where passengers are permitted to wait for vehicles;
- 6.6.13 Supplying destination sign display information for vehicles.
- 6.6.15 Determining compliance with the requirements of this Agreement;
- 6.6.16 Ensuring that Town staff dealing with the Operator perform to the same standard of conduct and professionalism as are required of the Operator and its personnel.

6.7 DATA COLLECTION AND REPORTING

- 6.7.1 Data to be collected by the Operator shall be submitted on the forms provided in the attached Schedules, as amended from time to time by the Town. The Operator shall be responsible for printing all report forms required.
- 6.7.2 All data provided by the Operator to the Town is understood to be complete and accurate. The Operator shall collect all data and provide the Town with the required information on forms developed by the Town.
- 6.7.3 All Accidents and any Incidents of a serious nature are to be reported to the Town immediately by telephone directly to designated Town staff during regular business hours and by email to designated email addresses at the Town. Accidents and Incidents are to be documented using the forms attached as Schedule "G" and Schedule "H". Blank forms shall be carried on all vehicles at all times and all drivers shall be trained in their use.
- 6.7.4 The Operator shall submit all reports electronically. All data reports shall be submitted as Microsoft Excel files. All other reports shall be submitted as Microsoft Word, Microsoft Excel, or PDF formats. The Operator shall be required to scan documents.
- 6.7.5 The Operator shall provide weekly reporting of ridership data to the Town.

6.8 TOWN INSPECTIONS

- 6.8.1 Town staff, or an inspector(s) authorized by the Town, shall have the right to inspect the Operator's operating and maintenance records as they relate to the provision of the Service, the vehicles, the operation of same, the inventory of spare parts and the Operator's maintenance and storage facilities. The Town shall also have the right to review quarterly a copy of the CVOR abstract covering the operation of all vehicles in the Service for this Agreement. These inspections may be conducted, at the discretion of the Town, at any time where reasonable notice is given and will be conducted during normal business hours, when possible (except for operations inspection which may occur during all hours of Revenue Service operation). Town staff and authorized inspector(s) shall abide by the Operator's health and safety policies at all times while on the Operator's

premises. The Operator shall provide adequate cooperation to any Town staff or inspector(s) assigned by the Town to permit the inspector(s) to determine the Operator's conformity with the requirements contained in this Agreement, the accuracy or reports and data provided by the Operator, and the adequacy of the Services being provided. All inspections by the Town shall be conducted in a manner that does not interfere with the Operator's ability to perform.

- 6.8.2 If an inspection reveals that the Services performed or information provided by the Operator are not in conformity with requirements of this Agreement, the Town may exercise its rights as outlined in 6.23.

6.9 MISSED SERVICE

- 6.9.1 The Operator shall immediately notify the Town and confirm in writing, any missed Service arising from Missed Trips, road calls, detours, changes in the routes or extraordinary delays caused by any abnormal or emergency factors.
- 6.9.2 In case of a mechanical failure or an Accident or Incident which puts a vehicle out of service, the response time for a standby vehicle to resume the Revenue Service shall not exceed thirty (30) minutes. It is the Operator's responsibility to store standby vehicles in such a location as to ensure that out of service time will be minimal.

6.10 CUSTOMER SERVICE PROCEDURES

- 6.10.1 The Operator shall provide a customer call centre for the purposes of receiving customer calls including, but not limited to, scheduling information, registering and answering complaints, trip planning inquiries.
- 6.10.2 The Operator shall have a customer hotline (phone line), which will be the main contact for transit inquiries. This phone number will be published on all methods of communication by the Town.
- 6.10.3 Persons employed at the customer service call centre shall be well-versed in answering customer inquiries related to transit, in the context of Pelham Transit, the Town of Pelham and other transit services in the Niagara region.
- 6.10.4 All complaints related to route planning, budget, and administration, shall be forwarded to the Town's designated official for response.
- 6.10.5 All complaint calls received by the Town related to route deviation, bus driver behaviour, schedule adherence (running early/late/missed trip), bus driver operation of vehicles, fare disputes, and vehicle maintenance and cleanliness shall be recorded and relayed to the Operator's designated representative for immediate investigation and response by the Operator.
- 6.10.6 When Town staff report a complaint to the Operator, the Operator shall be provided, if applicable, with the name, address, telephone number, bus number, location and time of complaint, together with the type of complaint and any action required in response to the complaint.
- 6.10.7 All customer calls going directly to the Operator shall be logged in the same manner as outlined in 6.10.6
- 6.10.8 Complaints of a sensitive nature, as determined by the Town, shall be immediately dealt with at the Operator's managerial level. The Operator's dispatch shall relay complaints immediately to their supervisors so that they may respond while the transit vehicles are still in the area of the complaint, if applicable.
- 6.10.9 Investigation of all complaints shall commence immediately on being received by the Operator. Written responses to all complaints, after investigation by the Operator, shall be effectively provided and to the satisfaction of the Town, within three (3) business days following the receipt of the complaint.
- 6.10.10 The Town and Operator shall keep statistics of all complaints, and provide a summary for discussion at bi-annual meetings between the Town and the Operator.

- 6.10.11 A protocol will be developed between the Operator and Town staff to ensure that all customer complaints and comments are received by the Town and dealt with by the Operator, as appropriate. The Town will create an on-line customer feedback service on the Town's website along with a number to call.

6.11 CHANGES IN SERVICE

- 6.11.1 The Town has the authority to increase/reduce Revenue Service Hours, or change the route and timetable specifications as per 6.6.1 and 6.6.2 by giving the Operator thirty (30) days notice in writing. The increase in Revenue Service Hours shall be calculated by the Town.
- 6.11.2 Minor service changes that do not impact Revenue Service Hours shall be accepted and implemented given five (5) calendar days notice, in writing.

6.12 DEADHEADING

- 6.12.1 No Deadhead or layover allowances are provided for within the terms of this Agreement.

6.13 ACCESSIBLE ROUTES AND SERVICES

- 6.13.1 Only accessible (wheelchair lift-equipped, or low floor ramp-equipped vehicles) shall be operated.

6.14 REVENUES

- 6.14.1 The Town shall receive all fare revenues collected by the Operator from the operation of the services covered by this agreement.
- 6.14.2 The Operator shall deliver, each day to a designated Town representative, the locked vaults containing the previous day's receipts and pick up the empty vaults from the previous day. In the case of Saturday operation, it will be necessary for the Operator to pick up the vaults before the Town offices close on Friday. This is necessary to monitor Friday and Saturday ridership. In all cases, an empty vault shall be placed in each transit vehicle at the beginning of each day's operation. The Operator shall record on an approved form the date and time of farebox revenue pickup, the revenue container serial numbers and the number of revenue containers picked up on each occasion. An alternate procedure may be employed and further developed by mutual agreement between both parties and subject to review by the Town's Auditor.
- 6.14.3 Security of the fare boxes and vaults shall be the responsibility of the Operator. The Operator shall ensure that the vault is secure in the fare box before entering service. As a vehicle comes out of service, the vault shall be removed by the Operator and stored in a secure area of the Operation Facility.
- 6.14.4 In the event of loss of, or damage to, one or more fareboxes and/or vaults while under its control, the Operator shall be responsible for any lost revenue related to this loss or damage. The amount of lost revenue shall be calculated by comparison to the average amount of revenue collected on each day during the previous week (excluding any Holiday which may fall in that week) for that vehicle assignment on that route as indicated in the record of receipts maintained by the Town.

6.15 AUDITS

- 6.15.1 The Town shall have the right to audit all books and records (in whatever form they may be kept, whether written, electronic or other) relating or pertaining to this Agreement including any and all documents and other materials, in whatever form they may be kept, which support or underlie those books and records, kept by or under the control of the Operator, including, but not limited to those kept by the Operator, its employees, agents, assigns, successors and subcontractors.

The Operator shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this Agreement and for at least two years following the completion of this Agreement, including any and all renewals thereof. The books and records, together with the supporting or underlying documents and materials shall be made available, upon request, to the Town, through its employees, agents, representatives, contractors or other designates, during normal business hours at the Operator's office or place of business.

This Section shall not be construed to limit, revoke, or abridge any other rights, powers, or obligations relating to audit which the Town may have by Federal, Provincial, or municipal statute, ordinance, regulation, or agreement, whether those rights, powers, or obligations are express or implied.

- 6.15.2 Town representatives may, without prior notice, ride in all vehicles to ensure compliance with the terms of this Agreement.

6.16 CHARTERS, PROMOTIONAL AND OTHER EVENTS

- 6.16.1 In addition to the Revenue Service, should the Town request the operation of charters, promotional or other events, including emergency transportation during a disaster or public emergency occurrence in the Service Area the Operator shall supply the vehicle(s) and where applicable, the bus driver(s) as specified by the Town.
- 6.16.2 In cases where the Operator's bus driver(s) are required to operate and attend the vehicle for such additional Services, compensation to the Operator shall be at the Revenue Service Hourly Rate. A one (1) hour minimum, payable at the Revenue Service Hourly Rate, shall apply.
- 6.16.3 Charter services, promotional or other events shall not interfere with, or jeopardize, the provision of Revenue Service unless otherwise authorized by the Town.
- 6.16.4 The Town shall endeavour to provide a minimum of two (2) days notice prior to the operation of these events.
- 6.16.5 For all such requests, the Operator shall be required to perform a complete interior and exterior cleaning of the vehicle(s) prior to the event at no cost to the Town.

6.17 COMMUNICATIONS EQUIPMENT

- 6.17.1 The Operator shall provide a reliable two-way radio communications system preapproved by the Town. This system shall provide clear communications between the vehicles in Service and the Operator's dispatch centre, mobile supervisors and service vehicles. All costs associated with this system shall be the sole responsibility of the Operator, and shall include, but not be limited to, the purchase of radio hardware and required appurtenances, installation, maintenance and radio licensing.
- 6.17.2 The Operator shall be aware of Industry Canada's Redeployment Plan for Spectrum Efficiency and shall ensure that its System is compliant in order that no interruption or substandard communication is experienced.
- 6.17.3 The Town reserves the right to test and permanently install in the vehicles, other devices such as GPS (Global Positioning Satellite) systems, closed circuit camera devices, etc. The Operator agrees to co-operate with the Town in the implementation and operation of these systems. The Operator shall not seek additional costs for the operation of such devices, but will not be responsible for additional costs associated with their implementation.

6.18 HEALTH AND SAFETY

- 6.18.1 The Operator shall adhere to all Occupational Health & Safety standards as set out in the Occupational Health and Safety Act and Regulations, as well as

additional standards established by the Town and any applicable industry standards. The Operator shall instruct its staff with respect to the Town's Health & Safety Policies and Procedures as these affect a contractor providing service to the Town. The Operator agrees to assume full responsibility for enforcement of same.

6.19 LIAISON WITH TOWN

6.19.1 The Operator shall name a local representative(s) responsible for the Service who shall be accessible to the Town during the normal operating hours of Revenue Service and have the authority to make decisions relating to the terms and conditions of this Agreement.

6.19.2 The Operator shall also provide an emergency contact list of representative(s) who have the authorization to make decisions at all times related to emergencies affecting the Service and requirements for emergency transportation utilizing transit vehicles.

6.19.3 The Town shall appoint a staff person as the Town's representative in the normal daily operation of the transportation system and to be responsible for maintaining records to be kept by the Town, and for vehicle inspection, maintenance inspection and any other duties as the Town may see fit to specify.

6.19.4 The Town's representative shall, in all cases decide every question which may arise relative to the performance of this Agreement and the decision shall be final and binding. The representative shall within a reasonable time, render a decision on any claims and questions by the Operator which may arise relative to the performance of the Services or the interpretation of this Agreement. Any claims and questions shall be submitted by the Operator to the representative in written form. The Operator shall immediately implement any directives issued by the representative.

Regardless of the nature of any claims or questions which are awaiting decision by the Town's representative, the Operator shall in all cases, operate the Service in accordance with the terms and conditions of this Agreement, and as directed by the Town's representative.

6.21 CONTRACT PAYMENT

6.21.1 The Operator shall submit a monthly invoice for the actual Revenue Service Hours provided with Operator owned vehicles in the preceding month, at the rate set forth in Schedule "A" with a copy of the preceding month's operating records, setting out the hours operated with Operator owned vehicles.

6.21.2 The Town shall pay the Operator's monthly invoices, subject to the satisfactory review of the operating records and supporting documentation, within 15 business days. The Town will not process any invoices that are not supported with the preceding month's documentation.

6.22 INABILITY TO PERFORM

6.22.1 In the event that the Operator is at any time unable to provide:

1. The Revenue Service identified in Schedule "A", or as amended;
2. Any expansion or alteration to the Revenue Service pursuant to 6.11
3. Any charters or special services outlined in 6.16; or
4. The maintenance/repair of the vehicles specified in 6.4
5. An Operating Facility and/or Maintenance Facility as specified in 6.5

6.22.2 In the event of the default described in 1, 2, 4 and 5 in 6.22.1, the Town shall have the right to do any or one of the following, at the election of the Town:

1. Require the Operator to immediately take all necessary actions to perform in conformity with the requirements of this Agreement;

2. Deduct from the Operator's monthly invoice, the reduced value of any of the Service not performed;
 3. Have the Service performed in conformity with the requirements of this Agreement by a third party and either deduct from the Operator's monthly invoice or charge the Operator any additional cost occasioned to the Town that is directly related to the non-performance of the Service;
 4. Terminate this Agreement pursuant to the applicable provision of 6.23
- 6.22.3 The Operator is excused from its Service obligations under this Agreement during any period in which the Operator is prevented from providing the Service by an uncontrollable circumstance.

6.23 TERMINATION

- 6.23.1 The Town has the right, notwithstanding the termination date of this Agreement, to terminate this Agreement for any reason by giving the Operator six (6) months notice of its intention to terminate. The Town shall not be liable for costs or damages of any description caused to the Operator by such cancellation.
- 6.23.2 In the event of default by the Operator in performance of any of the Operator's obligations under this Agreement, and in addition to any other rights of the Town under the provisions of this Agreement and at law, the Town may give the Operator a written notice of termination of this Agreement, which notice shall set a termination date not less than forty five (45) days from the delivery of the notice and shall set out the particulars of the Operator's default(s). In the event that the stated default has not been rectified to the Town's satisfaction before the termination date stated in the notice, this Agreement shall terminate on such date.
- 6.23.3 The Town may terminate this Agreement on seven (7) days written notice to the Operator if the Operator fails to operate the Transit Services on six (6) consecutive days, excluding Sundays and holidays for any reason except an Uncontrollable Circumstance.
- 6.23.4 At the termination date of this Agreement, as extended if applicable, if a new agreement has not been executed, all applicable terms and conditions of this Agreement will continue on a month by month basis until a new agreement is signed or until Service is terminated on thirty (30) days notice by either party.

7 GENERAL PROVISIONS

7.1 ENTIRE AGREEMENT

- 7.1.1 This Agreement constitutes the entire agreement between the parties hereto and supersedes all previous or contemporaneous communications, representations or agreements.
- 7.1.2 No modification or amendment of this Agreement shall be binding unless executed in writing by the parties hereto in the same manner as the execution of this Agreement.

7.2 INTERPRETATION

- 7.2.1 This Agreement shall be construed and enforced in accordance with the laws of the Province of Ontario and the laws of Canada applicable thereto and shall be treated in all respects as an Ontario contract.
- 7.2.2 Words importing the singular include the plural and vice versa. Words importing gender include both genders.
- 7.2.3 The captions and headings contained herein are for reference only and in no way affect this Agreement or its interpretation.
- 7.2.4 Each agreement and obligation of any of the parties hereto in this Agreement, even though not expressed as a covenant, is considered for all purposes to be a covenant.

7.3 ENUREMENT AND ASSIGNMENT

- 7.3.1 This Agreement, the schedules and all covenants shall enure to the benefit of and be binding upon the Town and Operator, and their respective successors, trustees or imposed administrators.
- 7.3.2 This Agreement cannot be assigned by the Operator without the express written consent of the Town, such consent not to be unreasonably withheld following full disclosure to the Town of all requisite particulars of the assignment and the assignee.

7.4 SURVIVAL

- 7.4.1 Wherever this Agreement contains an express obligation by one or more Parties to indemnify any other Party, such obligation to indemnify shall survive the completion or termination of this Agreement and continue in full force and effect.

7.5 WAIVER

- 7.5.1 No waiver, acquiescence or failure to enforce with respect to any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision (whether or not similar) and shall in no case constitute a continuing waiver or bar to future enforcement unless otherwise expressed or provided.

7.6 SCHEDULES

- 7.6.1 The schedules ("A" and "B") attached hereto form an integral part of this Agreement.

7.7 NOTICES

- 7.7.1 Delivery Mode and Address. Any notice required to be or may be given or made by one of the parties hereto to the other, shall be in writing and shall be delivered in person, transmitted by facsimile or similar means of recorded electronic communication, or sent by ordinary or registered mail to the respective addresses of the parties hereto:

If to the Town of Pelham:

Town of Pelham
20 Pelham Town Square
P.O. Box 400
Fonthill, Ontario
L0S 1E0
Phone: (905) 892-2607
Fax: (905) 892-5055

Director of Recreation, Culture & Wellness

If to Operator:

SHARP Bus Lines Limited

567 Oak Park Road

Brantford, ON M3T 5L8

Contact: William Sharp

Phone: 519-751-3434 ext. 1025


Email: bill@sharpbus.com

7.7.2 Time of Delivery. Any such notice shall be deemed to have been given and received on the day on which it was delivered or transmitted (or, if such day is not a Business Day, on the next following Business Day), or if mailed, on the third Business Day following the date of mailing; provided, however, that if at the time of mailing or within three (3) Business Days thereafter there is or occurs a labour dispute or other events which might reasonably be expected to disrupt the delivery of document by mail, any notice hereunder shall be delivered or transmitted by means of recorded electronic communications as aforesaid.

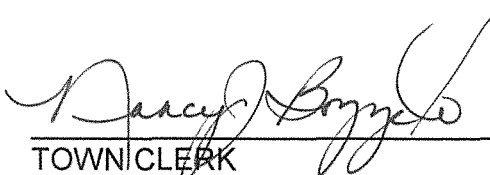
IN WITNESS WHEREOF the Town of Pelham and Operating Company have cause this Agreement to be executed by the affixing of their proper seals attested by the signature of the proper persons duly authorized in that behalf.

THE CORPORATION OF THE TOWN OF PELHAM

Per:

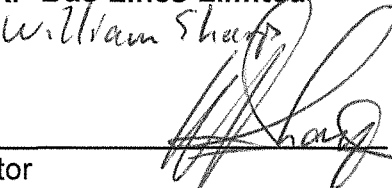


MAYOR
DAVE AUGUSTYN



TOWN CLERK
NANCY J. BOZZATO

SHARP Bus Lines Limited

Per: 

Director

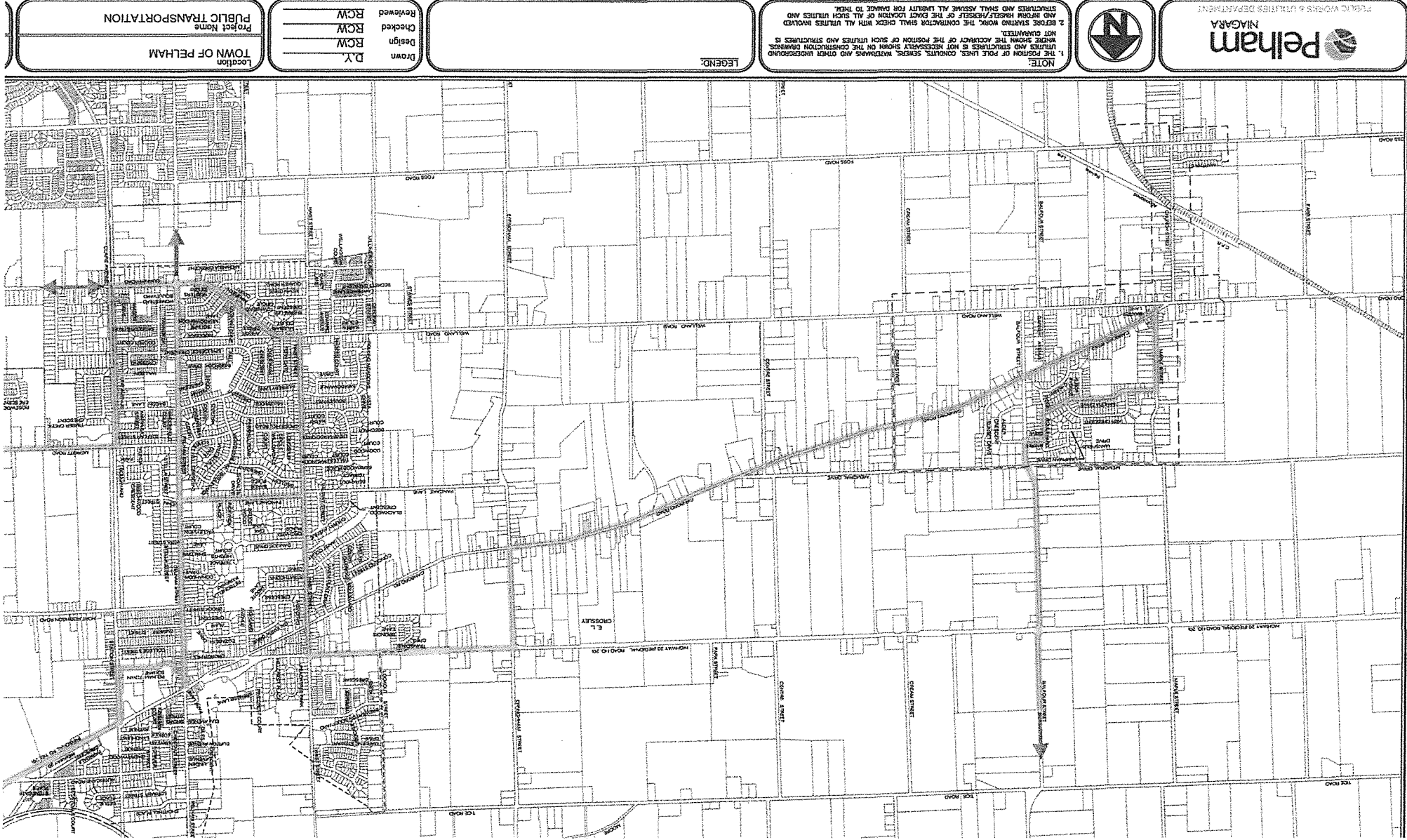
I William Sharp have the
authority to bind the Corporation

SCHEDULE "A"

Transportation Service for Public Transit service, Trans Cab service, and Shuttle service Commencing: Sept. 8, 2015 Ending: March 31, 2017	
Conventional transit service cost including Supply of Vehicles;	
Estimated annual revenue-hours	2,375
Cost Per Revenue-Hour	\$49.50 per hr.
Total Cost	\$117,562.50
Shuttle Service Cost including Supply Vehicles; No Stat Holidays	
Cost Per Hour	\$49.50 per hr.
Total Cost	\$49.50 per hr.
Trans Cab Service (min. 2 hr.)	\$54.50

Costs are to be exclusive of HST.

SCHEDULE "B"



SCHEDULE “C”
(BY-LAW No. 3646(2015))

REQUEST FOR PORPOSAL

2015-CS-08

Provision of Contracted Public Transportation Services

Town of Pelham

P.O Box 400

Fonthill, ON

L0S 1E0

Attention: Mara Bray – Purchasing Coordinator

Submission Deadline

August 21, 2015 12:00 p.m.

Submitted by:

Sharp Bus Lines Limited

567 Oak Park Road, Brantford, ON N3T 5L8

Contact:

William Sharp

519-751-3434 ext 1025

Table of Contents

Proponent Profile and Qualifications 1

Implementation Schedule4

Understanding of Requirements6

Added Value20

PROPONENT PROFILE AND QUALIFICATIONS

Since 1961, Sharp Bus Lines has provided reliable and safe passenger transportation services. Starting out as a 3-bus fleet operated from the family farm, we now operate over 1400 school bus vehicles serviced by 11 divisional facilities. Our fleet of vehicles includes over 130 wheelchair accessible vehicles, in addition to regular and mid-sized vehicles. We can accommodate any special requirements your passengers might require. We can customize the vehicle requirements to the route to provide efficient and cost-effective transportation options.

We currently have a staff of 1491 employees, including 1400 drivers, 38 Driver Trainers, 48 mechanics, 40 office and administration staff and 3 administrative support staff located in 11 divisional facilities.

In the Niagara Region specifically, we have a full service dispatch office and maintenance facility, along with secured satellite parking and light repair areas. This Division currently operates over 170 buses servicing over 6,500 daily passengers. This office has 4 administrative staff, 5 mechanical staff, and 200 trained professional drivers.

Sharp is currently under contract with 12 Transportation Consortiums throughout Ontario as well as Aboriginal Affairs and Northern Development Canada, operating out of 11 locations across Ontario. In addition, we have extensive experience with special needs transportation, and have a fleet of over 130 vehicles of different sizes and styles that can be configured to hold between 1 and 5 wheelchairs, along with space for ambulatory passengers.

The Transportation Consortiums currently serviced by Sharp are listed below:

Niagara Student Transportation Services

History: 2010 to present

Fixed Routes: 167

Niagara Region Christian Education Association

History: 2013 to present

Fixed Routes: 12

Student Transportation Services of Waterloo Region

History: 1999 to present, last contract 2010

Fixed Routes: 139

Wellington Dufferin Student Transportation Services

History: 2010 to present

Fixed Routes: 59

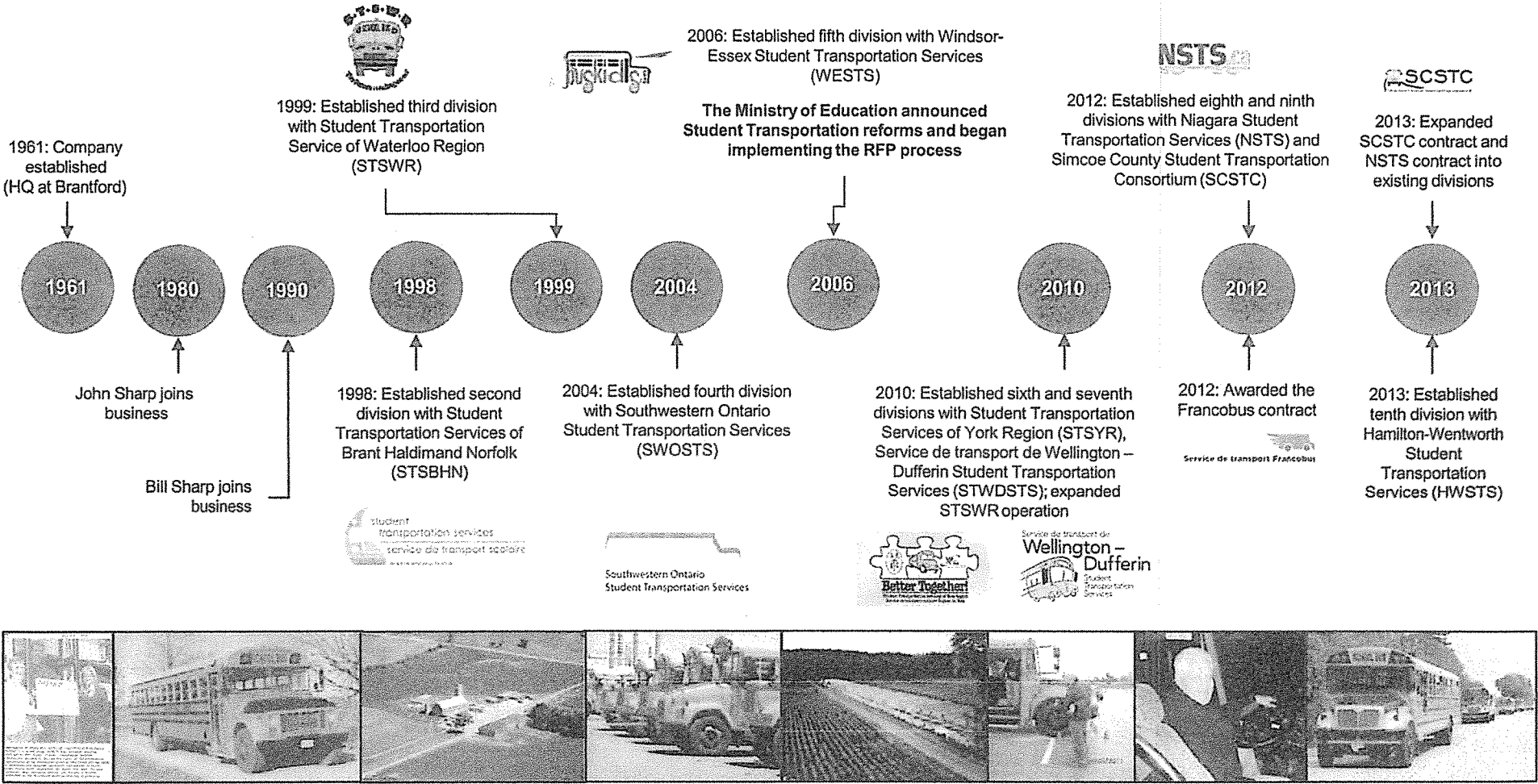
Student Transportation Services of York Region**History:** 2010 to present**Fixed Routes:** 176**Windsor-Essex Student Transportation Services****History:** 2006 to present**Fixed Routes:** 136**Hamilton-Wentworth Student Transportation Services****History:** 1990 to present**Routes:** 171**Student Transportation Services Brant Haldimand Norfolk****History:** 1951 - present**Fixed Routes:** 256**Service de Transport FrancoBus****History:** 2010 to present**Fixed Routes:** 60**Niagara Student Transportation Services****History:** 2010 to present. Additional contract 2013**Fixed Routes:** 167**Southwestern Ontario Student Transportation Services****History:** 2004 to present**Fixed Routes:** 34**Simcoe County Student Transportation Consortium****History:** 2012 to present. Additional contract 2013**Fixed Routes:** 80

In addition to the above scheduled routes, we currently provide 40 routes for Aboriginal Affairs and Northern Development Canada that we plan, staff and execute on their behalf.

In addition to these scheduled services, Sharp also has a history of successful transit pilot programs. In 2010- 2011 we successfully completed a pilot Ride Norfolk project linking the towns of Simcoe, Delhi, Port Dover, Port Rowan and Waterford. This project involved assisting the Norfolk County team in developing, scheduling and implementing the service based on local needs and Provincial grant money. The ridership and utilization were tracked and reported to Ride Norfolk staff.

The Town of Pelham project is very similar in both scope and timeline to this project and Sharp has proven capability to deliver.

Introduction
Company History



Sharp has grown to become one of Canada’s leading transportation providers

IMPLEMENTATION SCHEDULE

<u>Implimentation Sequence</u>		
<u>Action</u>	<u>Date</u>	<u>Details</u>
Response Submission Date	August 21, 2015	
Anticipated Contract Award Date	August 27, 2015	
Order of Accessible Commercial Vehicle as described	August 27, 2015	- place firm order for vehicles to service contract needs
Review of Proposed Routing	August 27, 2015	- perform administrative review of planned routing
Purchase of fare box as specified	August 27, 2015	
Administrative Meeting with Sharp Dispatch Staff and Town of Pelham Staff	August 28, 2015	- Preliminary meeting to discuss administrative and logistics issues
Vehicle and Driver Assignment	August 28, 2015	- current local Sharp drivers are scheduled for initial 2 week period. Temporary vehicles are assigned from Sharp's current local spare pool of vehicles.
Trial Runs Performed by Assigned Drivers with Safety Officer	August 29, 2015	- drivers are required to perform trial runs to ensure routes familiarity. Also identifying safety and logistic issues.
Retrofit of Temporary Vehicle for Service	August 31, 2015	- installation of fare box and any additional items to ready temporary, accessible vehicle for service.
Scheduled Service Portion Begins	September 1, 2015	- fixed route service for Town of Pelham begins.
Commercial Vehicle as Specified in Response is Placed into Service	September 17, 2015	- new vehicle is delivered, retro-fitted and placed into service, meeting all vehicle requirements as specified
Monthly Ridership/ Progress Report Meetings with Town of Pelham Staff	Sept. 30, 2015 and Monthly Ongoing	- ongoing monthly meetings to ensure reporting compliance and accuracy

Sharp Bus Lines currently operates 176 buses in the Niagara Region, including the Town of Pelham. Our current fleet contains 20 wheelchair accessible vehicles with seating for up to 12 passengers and 3 wheelchair passengers. These units can be ready for service with trained drivers within 24 hours of contract award.

The implementation of Trans Cab services will be phased in and will meet all local, AODA and Provincial requirements. This service will be flexible and be designed to meet the needs of those not properly served by the Regional Specialized Transit System. Sharp has current, local dispatch staff equipped for answering calls, assisting in co-ordination and scheduling of Trans Cab service.

This dispatch staff has routing software and AVL (Automatic Vehicle Locator) technology at their disposal to ensure drivers are able to find addresses and deliver service efficiently and effectively. All Sharp vehicles also have two way radios installed, allow instant, secure two way voice communication with office and mechanical staff. The private radio frequency is owned by Sharp for our use alone, and provides 100% coverage in the Town of Pelham and beyond.

Additionally, all Sharp drivers receive treatment in not only safely transporting those with mobility issues, but also in recognizing and dealing with all spectrum of special needs.

UNDERSTANDING OF REQUIREMENTS

Sharp Bus Lines ensures all employees will receive all required training and will be familiar with both the scope of service and the service objectives of the project.

SCOPE OF SERVICE

The Town of Pelham is requiring both a daily fixed, local, municipal transit service to link with Niagara Regional Transit Service partners, along with a Trans Cab service to specialized accessible service to those that fall outside this municipal transit system, or those who do not currently qualify under the Regional Specialized Transit System.

Along with connecting communities within Pelham, a primary aim of the municipal transit service would be to connect those wishing to get to work in neighbouring areas, along with students from Brock University and Niagara College, to have a viable transportation system to serve their needs.

This municipal transit system would operate a minimum of 5 hours per day, 7:00am – 9:30am, and 3:30pm – 6:00pm. This system would be flexible and expandable to meet growing demand.

Sharp will provide a common referral service with telephone number and website for residents seeking information, or those with special needs. This system will enable live voice booking of rides with a 24 hour lead time once ad-hoc service for those with special needs is established.

In addition to these fixed and ad-hoc services, there will be selected special events shuttles which will be operated under the structure of this system.

THE VEHICLE

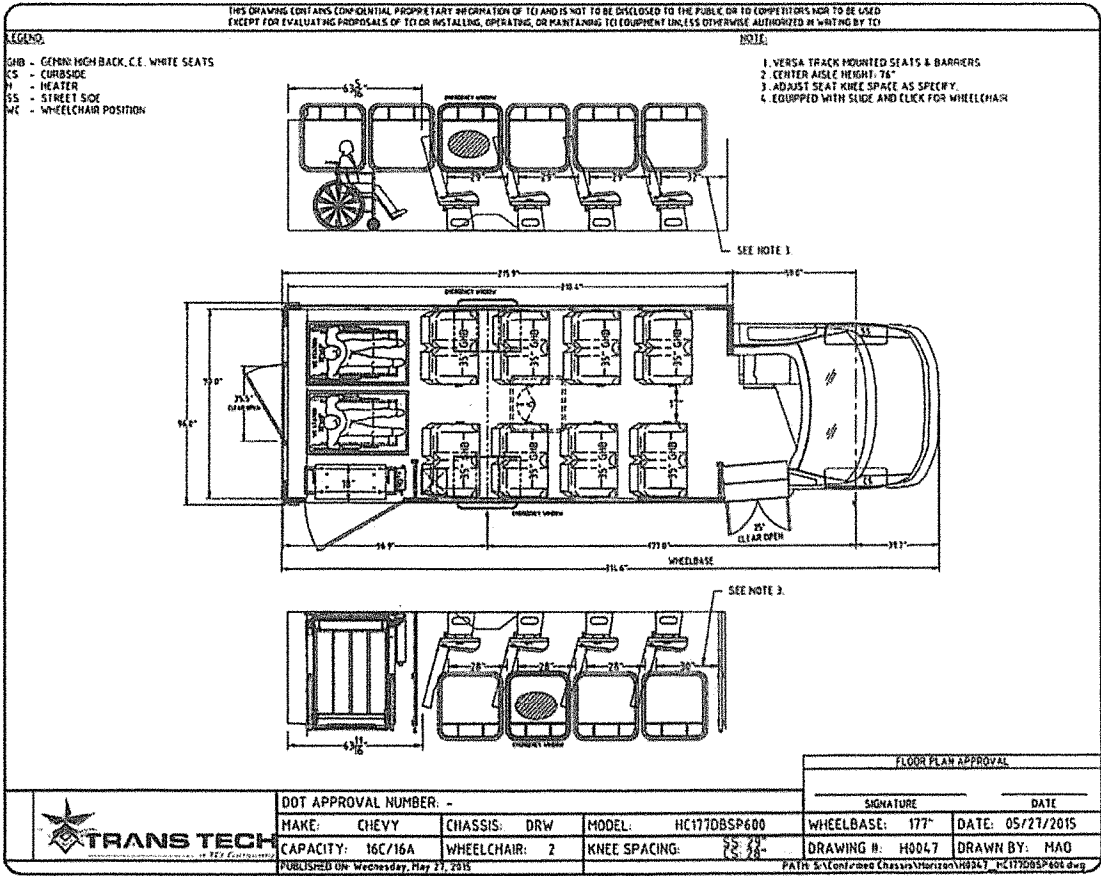
The vehicle sourced to fulfill the requirements of this contract is a 2016 model, transit purpose built unit with dual zone air conditioning, comfortable coach style seating and 2 wheel chair positions in the rear. The vehicle has a gasoline powered, fuel efficient V8 engine.



TRANS TECH CHASSIS/BODY SPECIFICATIONS		16+2 W/C PASSENGER COMMERCIAL BUS
Model	2016 Trans Tech Body Model GM Chassis, 177" wheelbase 6.0 Liter Gasoline engine	
Brakes	Power brakes with 4 wheel disc with 4 wheel ABS Parking Brake	
Steering	Tilt steering wheel, cruise control	

TRANS TECH CHASSIS/BODY SPECIFICATIONS		16+2 W/C PASSENGER COMMERCIAL BUS
Electrical System	Fuel tank 215 litre 145 Amp alternator Dual electric horns Intermittent wipers Daytime running lights High idle switch Power, outlet, 120 volt Circuits, stop/turn signal <u>Air conditioning, dual-zone manual</u> Brake warning indicator	
Engine	GM 6.0 Liter gasoline engine Console engine cover with swing-out storage bin Engine block heater	
Transmission	Automatic 6 speed transmission	
Rear Axle, Suspension	GVWR 14,200 lbs. 4.10 rear axle ratio	
Wheels & Tires	Radial tires – LT225/75R16E (6), all season, black wall Wheels, 6- 16"x6.5" steel Wheel finish – painted white Tire valve stem cap air thru Tire valve stems brass	
Climate Control Systems	Heater, Pro-Air, 60,000 BTU with two ¼ turn ballcock shut off valves & bleeder valves A/C, ACT, 65,000 BTU, EV_20 in wall evap & CS-3 cond & separate compressor	
Interior Trim & Accessory Equipment	Grab rail, stainless steel, entrance door, install to barrier & stepwell Glass, observation window, tempered, located forward of entrance door Window, rear vision, tempered, 31% dark tinted Window, T-slide, tempered, 31% dark tinted Interior ceiling panels, aluminum, pre-painted white Visor driver front and passenger side vinyl Mirror, inside, rearview, manual day/night	
Chassis Modifications	Exhaust, route to rear bumper Bumper, 3/16" thick steel, powder coated black, to extend 1" beyond rear-most part of body surface	
Door Equipment	Door, rear emergency, powder coated black, with (1) full tempered glass, 31% dark tinted Door, split type, entrance door, powder coated black, with tempered glass, clear Door control, electrically operated with T-bar Door lock, 3 point latch, for rear emergency door Door holder, for rear emergency door	
Exterior Trim & Accessory Equipment	Exterior wall panels, aluminum, pre-painted white Paint, exterior white Custom rails, aluminum rail and black end caps, installed above window line and at floor level Mirrors, Rosco, exterior rearview accu-style, with black brackets	
Body Structure/Floor Covering	Floor structure, 14 GA pan formed floor Insulation, 1 1/2" fiberglass, inside roof, walls & bows Plywood, flooring, ½" thick, exterior grade Flooring, vinyl, grey Step treads, black, ribbed type, with white nosing	
Lighting & Electrical Items	Clearance lights, LED, front & rear recessed Lamp, back-up lights, 4" clear LED lamp, brake/tail lights, 4" red LED Lamp, turn signals, 4", amber LED Lamp, turn signals, side mounted between floor & seat level rub rails Marker lights, LED front & rear recessed Lamp, ID light, red, LED above side emergency exits Lamp, ID light, red LED, above rear emergency door Pilot light, red, install in driver's area & labeled "emergency door" to indicates rear emergency door is open ½" or more	

TRANS TECH CHASSIS/BODY SPECIFICATIONS		16+2 W/C PASSENGER COMMERCIAL BUS
Seat Equipment	17" modesty panel, with stanchion, mounted right side (4) 35" seat, C.E. White, Gemini rigid high-back, lap belts LH – track mounted (4) 33" seat, C.E. White, Gemini rigid high-back, lap belts RH – track mounted Driver's seat high back bucket, cloth	
Entertainment/ Communication	Audio system, AM/FM stereo with MP3 player Speakers, set of 2, located at least 4 feet behind the rearmost position of the driver's seat	
Safety Equipment	First aid kit – Canada spec Fire extinguisher, ULC 5lb mounted near driver's area Reflective triangles, mounted in driver's area Seat belt cutter, mounted in driver's area Back-up alarm 97 db Roof hatch Transpec, triple value	
Para-transit Equipment	Wheelchair door 58 1/2" x 46" aluminum frame w/tempered glass, 31% dark tinted, includes single rub rail and 3 point lock Door holder for wheelchair side door Light, interior ceiling mounted to illuminate lift platform area Super springs to compensate lift weight Braun Century Lift, front pump, 33"x51" platform, 48" floor to ground Lift stanchion, padded, forward of lift Two tie down kits, Q'Straint retractable QRT max Q8306 Slide 'N Click Interlock, emergency brake to be depressed and vehicle in park before lift will operate Pilot light, flashing green installed in drivers area, warns of lift door open	



THE VEHICLE - PREVENTATIVE MAINTENANCE

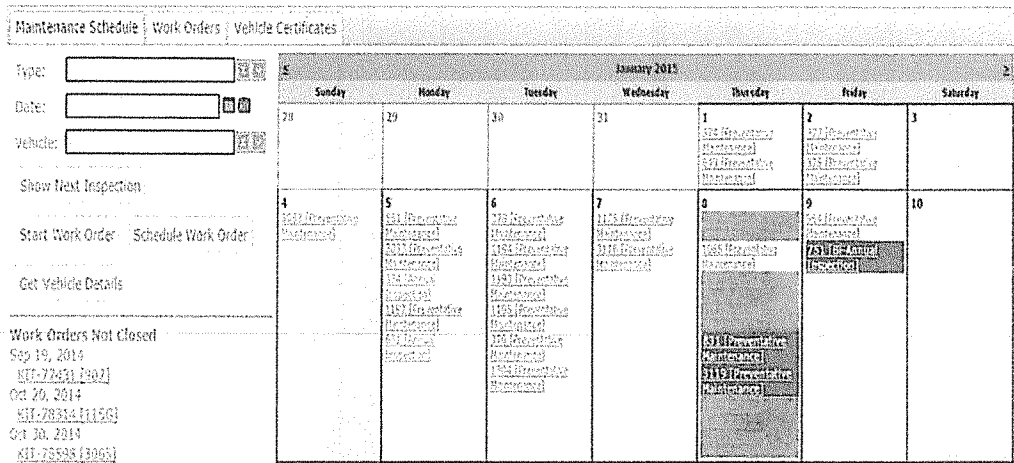
Sharp uses a rigorous system of preventative maintenance to ensure that our buses are operating safely at all times. Sharp's predictive maintenance schedule exceeds all regulatory and manufacturer standards for vehicle fitness and allows Sharp to consistently provide superior levels of service. Three levels of inspection occur on a bi-monthly, 6 month and 12 month inspection cycle. Each vehicle is inspected a minimum of 6 times per year by certified technicians, and 188 times by drivers. All Sharp Maintenance facilities have received an "A" rating through annual MTO audits and currently hold a rating of "Satisfactory-Unaudited".

SHARP BUS LINES: PREVENTATIVE MAINTENANCE INSPECTIONS SCHEDULE	
Two Month Inspection	Six Month Safety Inspection
<ul style="list-style-type: none">• Wash vehicle & wipe high contact surfaces with disinfectant• Change oil if mileage warrants• Grease vehicle• Check all items:<ul style="list-style-type: none">○ brakes, pads, lines, parking brake○ exhaust systems & front end components○ all lights, emergency windows, rear door○ warning devices & backup alarms○ all fluid levels & all belts○ electrical & heater controls○ spring condition & tire pressure & condition○ seat, body, window & mirror condition○ check & sign vehicle log book	<ul style="list-style-type: none">• Checks as per commercial vehicle inspection list including all items on 2 Month checklist<ul style="list-style-type: none">• Torque wheels and perform road test
	Twelve Month Safety Inspection
	<ul style="list-style-type: none">• All items on Two & Six Month checklist• Check per Commercial Vehicle Inspection List• Wash exterior & under hood prior to inspection• Diesel: change all filters, fuel, water, trans, air• Gasoline: change plugs, wire, fuel, air filters as necessary• Do Drive Clean Program as necessary• Paint wheels, bumpers & step well• Rust proof brake lines
At Each: Make all repairs & adjustments necessary	

As a result, of our preventative and predictive maintenance program Sharp has seen a 42% decrease in Out Of Service Events while supporting a 49% increase in the number of fleet vehicles and 117% increase in KM travelled annually over the last 3 years. In this 36 month period 99.98% of the vehicles across Sharp's fleet were declared 100% compliant during MTO inspections. Sharp's current facility rating is Satisfactory-Unaudited.

SHARP VEHICLE MAINTENANCE DATABASE

Scheduled vehicle maintenance dates and work orders are tracked by the shop foreperson using Sharp's secure on-line Vehicle Maintenance Database (VMD) to ensure vehicles are maintained and serviced on time.



Sharp's VMD is designed to ensure that our fleet is always in peak condition, in compliance with all Ministry of Transportation requirements and to minimize vehicle down time. The VMD organizes all aspects of the vehicle maintenance program. Vehicles are automatically scheduled for maintenance events based on established inspection parameters, tracked by type and date of inspection.

Repairs and inspections are recorded on work orders for each vehicle and logged into the system. Mechanics use the VMD to track road failures, no starts and other incidents in order to improve the predictive maintenance program and reduce route disruption. The information stored in the VMD is backed up in real time. The picture above shows a sample screenshot and menu options of the VMD. The software produces reports, providing easy access to documentation required by MTO regulations. Sharp's maintenance processes supplement MTO compliance requirements further with:

- Daily Driver Inspections, recorded in logbooks, checked during each inspection
- Mechanic work orders for every repair performed
- Automated Preventative Maintenance Scheduling
- Senior management audits and follow-up on a quarterly basis

VEHICLE STORAGE FACILITIES

The majority of the vehicles currently operating in the Niagara area are parked either at or St. Catharines facility, or in one of our secured parking facilities. Off-site parking is selected based on location, access to fueling facilities, good lighting and security. Sharp policy specifies that drivers secure their vehicles by locking their buses, which engages the ignition interlock system and disables engine start. In addition, drivers must never leave keys or confidential information in a vehicle unattended. In the event that the Town of Pelham is unable to provide secured parking, Sharp already has 11 vehicles parked in locations within the Town of Pelham. These locations are secure and provide hydro for block heaters.

SHARP'S COLD WEATHER PROGRAM

Sharp's proven cold weather program uses a team based approach to ensure routes continue to run on time during winter mornings. General Managers monitor weather forecasts daily via weatheroffice.gc.ca (Environment Canada), accuweather.com, and theweathernetwork.com websites and receive notifications and road condition updates on their smart phones from spotters in designated areas, including Pelham.

If forecasted temperatures are below -11C, the Niagara Cold Start Teams are alerted. Beginning as early as 4:30 am, mobile technicians equipped with spare batteries, starter motors, glow plugs, diesel fuel conditioner, ether and jumper cables begin starting buses. The bus used to service the Town of Pelham will be started by a licensed mechanic at least 1 hour prior to the start of scheduled municipal transit service. This extra time allows any issues with cold starting of the vehicle to be remedied with no service disruptions to Pelham residents/riders.

SERVICE DISRUPTIONS

In the event of a service issue, all breakdowns or events are reported immediately to dispatch through secure 2 way radio system and relayed to the maintenance department. Every vehicle in Sharp's fleet is equipped with a 2 way radio, and all staff members have a base unit on their desk.

Maintenance staff responds to service calls immediately. Sharp maintains 12% spare vehicles for each class, including those used in fixed route, transit type service. This exceeds industry standards and ensures spare buses are available when needed. If a breakdown occurs at the St. Catharines office or offsite parking locations these buses are available to ensure the route starts on time.

If a breakdown occurs while on route, the Sharp's Niagara Division, all 4 service vehicles are equipped with spare batteries, starter motors, glow plugs, diesel fuel conditioner, ether and jumper cables, fuel containers, and hand tools for onsite repairs.

Sharp's Niagara phone system and web site allow for service status to be instantly updated. Messages regarding delays, weather cancellations and service announcements will be posted on the website: <http://www.sharpbus.com>, as well as on the phone greeting when calling the designated phone number for the Town of Pelham service.

CUSTOMER SERVICE AND COMPLAINT HANDLING PROCESS

Complaint and customer service issued that are identified are tracked within the Sharp Operations Portal by the Divisional Manager, Liz Jansen. This process allows Sharp to ensure prompt resolution of any and all issues all service or complaint issues are dealt with promptly. Additionally our dispatchers

are very sensitive to service issues as they have received not only training in customer service, but also Crisis Management and dispute resolution. All concerns are closed by the Divisional Manager through communication to all parties. Ours is a closed loop system, no issue is resolved until all parties are informed.

OFFICE GARAGE AND MAINTENANCE FACILITIES

Sharp's Niagara operations are currently supported by an administrative, garage, parking and maintenance facility located at 380 Vansickle Rd, St. Catharines, Ontario. This 6,000 ft² facility consists of 1,100 ft² of administrative and training facilities, and a 4,900 ft² maintenance facility. The maintenance facility allows for up to 5 vehicles to be serviced simultaneously. Additionally, three off-site parking facilities with light repair areas have been established in Grimsby, Beamsville and Smithville. This park-out strategy has proven successful.

Four administrative staff and 5 mechanical staff are currently located at the St. Catharines facility. Three Dispatchers coordinate drivers and routes out of this location.

DRIVER TRAINING

Sharp drivers providing service to the Town of Pelham will be the best trained and most rigorously tested of all available alternatives. All drivers will hold a 'B' class licence. This licence differs from the traditional 'C' class licence in that no person convicted of a criminal offence under the Narcotics Control Act or any sexual or moral offense under the Criminal Code of Canada can hold a 'B' class licence. Additionally no 'B' licenced driver can accumulate 6 demerit points on their licence without immediate downgrade.

DRIVER TRAINER QUALIFICATIONS

Good training begins with the trainers. Sharp driver trainers are all experienced drivers with a minimum of 3 years of accident free school bus driving, clear driver abstracts & criminal checks and possess qualities that support adult learning. Interviews and reference checks are performed for all candidates. Each trainer is required to complete a minimum of 84 hours of training which includes:

- Successful completion of Professional Instructor in Driver Education (P. R. I. D. E) course. This one of a kind program teaches driver trainers how to properly train drivers. It is an MTO approved certification course to become a driver trainer for our Driver Certification Program.
- Shadowing an experienced driver trainer for an entire training program

SHARP'S TRAINING PROGRAM

Commitment to excellence starts with training. Well trained drivers have fewer preventable accidents and can respond quickly to unexpected delays or issues. Drivers new to Sharp Bus Lines train in seven modules designed to create the safest and most thoroughly trained professional bus drivers in Ontario. Sharp Driver Certification Program includes a minimum of 22 hours of on-road training. Over 70 hours of instruction is standardized across the company to ensure quality control. Approximately 20 program hours are customized to specific AODA and compliance requirements. All regular and spare drivers must complete all modules before stepping into a bus carrying passengers.

Sharp's **Special Needs & Wheelchair Transportation Training Program** ensures drivers are prepared and responsive to the individual needs of all riders.

Instruction includes:

Terms/Definitions	Emergency Procedures	Communicating	Vehicles & Equipment
<ul style="list-style-type: none">• disabilities• seizure types• epilepsy• symptoms	<ul style="list-style-type: none">• breakdowns/evacuations• "what-if" actions• loading/unloading• seat belt cutters	<ul style="list-style-type: none">• behaviours• intellectual• nonverbal communication• physical cues	<ul style="list-style-type: none">• manual/hydraulic lifts• wheelchairs/assistive devices• Q-Straint securement• car seats/harnesses

TOOLS, TECHNIQUES & FACILITIES

Training materials are available to drivers by hardcopy, DVD and through Sharp's online education portal. We also provide training via live video conferencing from the central training facility. Our newest innovation is Echosign, an online document distribution and signature tool. This program allows us to send documents/training materials and videos to individuals. Upon completion the employee places their digital legal signature to the document with results emailed directly to dispatch for record tracking and record keeping. Currently 60% of our drivers utilize this option.

Sharp understands people learn in different ways. Sharp utilizes different techniques such as, hands-on, visual, reading, and listening. Not only can these be done in a classroom setting and in a group, drivers have the option of being at home and completing the learning individually using any internet enabled device.

DRIVER TRAINING IS VALIDATED SIX WAYS

1. Each driver completes a written or practical knowledge verification test at the conclusion of all training sessions to confirm understanding of material. A minimum score of 85% is required to verify knowledge of the training. Additional training is mandatory if 85% is not achieved. 2. On securing a class B license, Sharp's **Driver Mentoring Program** pairs new drivers with seasoned professionals. Practical skills and knowledge are reinforced for both participants:

- New drivers receive ongoing support and guidance
- Seasoned drivers refresh their skills through teaching

Mentors provide feedback regarding the new driver's progress and ongoing training needs to the General Manager and Driver Trainer.

3. Drivers receive random on-road evaluations 90 days after completing the Sensible Driver Training Program.

4. Managers and driver trainers conduct scheduled and random ride-along or route-tail evaluations on new and seasoned drivers during the year. Continuous monitoring ensures compliance and performance issues are identified and addressed through re-training.

5. Daily driver logbooks are reviewed at each maintenance event and regularly by the Division Manager. Concerns or complaints are investigated with the driver and practices evaluated.

6. Driver incidents and accident statistics are assessed for preventability and retraining provided when required.

Managers meet with each trainee after they have completed training to review their training file and obtain feedback on training program and skills of the trainers. It is at this stage that drivers are assigned their routes and driver mentoring is established with an experienced driver. As part of Sharp's mission to continually improve its training programs, trainees complete written surveys indicating their training experience. In a December 2014 survey, new Sharp employee's rated Sharp 4.6 out of 5 (being excellent) on our hiring and training process.

FREQUENCY OF TRAINING (RECERTIFICATION)

Refresher programs, as well as 3 mandatory annual Safety Meetings, ensure the skills and knowledge remain up to date and refreshed. This focus on skills upgrade helps drivers maintain their morale along with their safe driving records. Driver Trainers at the divisional office provide assistance on safety and skills training and re-training as needed, at no cost to the drivers.

Ad Hoc Refresh	Post-accident, Reported Driving Concern from School, Parent, Mechanical staff, Admin staff, driver abstract check (over 2 points reported)
Refreshed Every Three Years	Diversity Training, Customer Service, including Conflict Management, Defensive Driving Course including FleetSmart, Student management and Reporting Procedure, First Aid certificate training, including CPR
Refreshed Annually	AODA, Awareness of Special Needs , Human Rights & Sensitivity Training, First Aid Kit, EpiPen, Bus Evacuation, Accident Procedures, Fire Safety & Extinguisher, Management of Student Conduct and Reporting procedures, Conflict Management, Management of Bullying, Customer Service, Wheelchair Bus/Special Needs Training, Policies & Procedure Training, Ride Refusal, Authorized Stops, Loading Zones, Reporting Service/Radio Procedures, Responsibilities of bus Operator & Driver

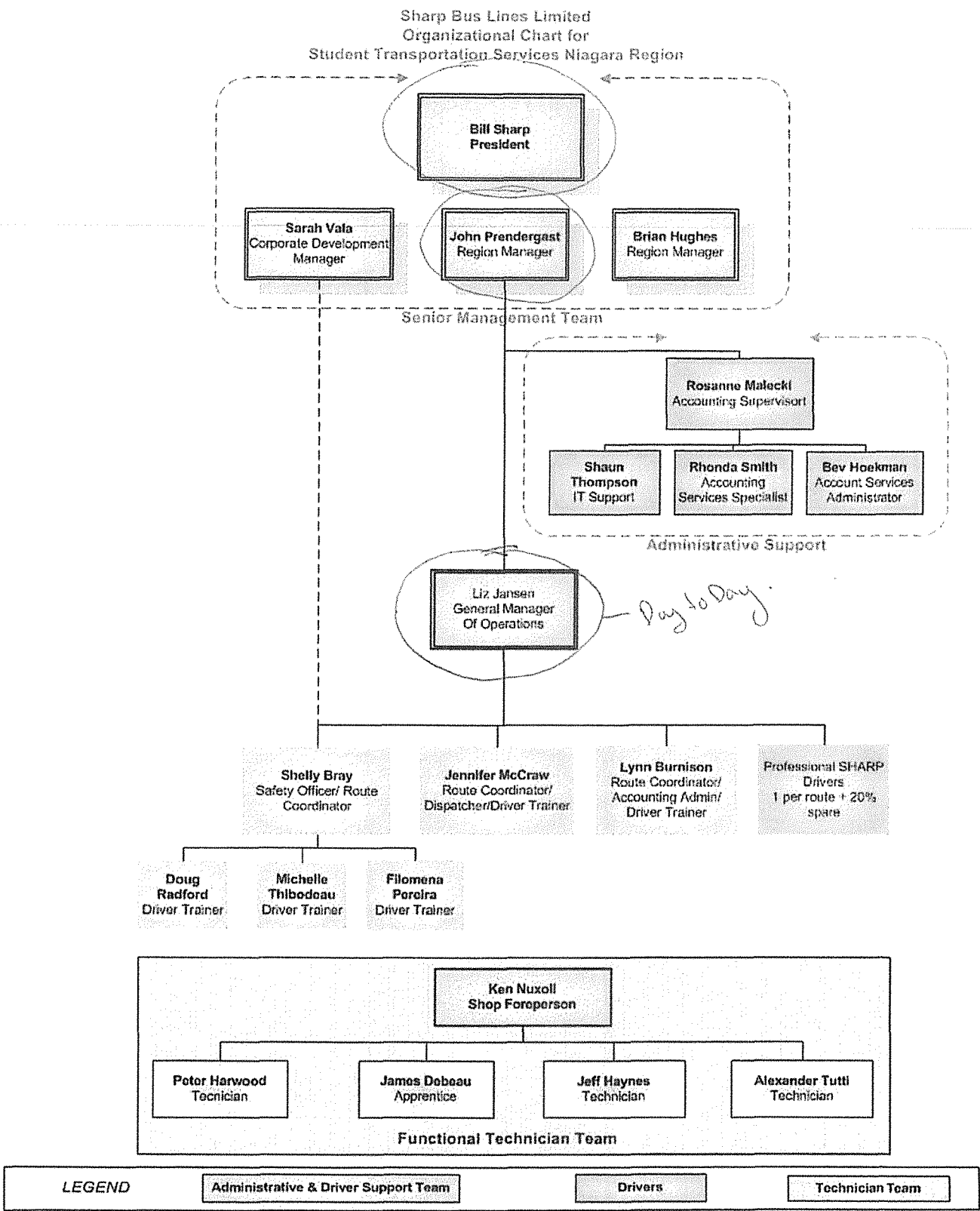
DRIVERS' QUALIFICATIONS AND EXPERIENCE

Drivers' in our Niagara division have an average of 6+ years' experience in commercial transportation. In order to be considered a Sharp Bus Lines Professional Bus Driver, reference checks are completed and each candidate must possess the following qualities that promote excellent customer service:

- Friendliness & Politeness
- Reliability & Dedication
- Safety conscious
- Customer service oriented

In addition to the qualities above, each driver is required to have a **Vulnerable Sector Police Search** on file, **First Aid Certification**, **AODA training**, **Awareness of and Sensitivity towards Special Needs training**, and driver abstracts are pulled annually. All of our current drivers' have participated in the training program listed above and are actively involved in the ongoing training also detailed above.

ADMINISTRATIVE AND OPERATIONS TEAM - NIAGARA



Division Manager: Liz Jansen – Key Contact for daily operations

Experience: 1 year as Division Manager, 1 year as Assistant Manager. 2 years as bus route administrator

Qualifications: B class license, First Aid/CPR certification, Conflict Resolution training

Responsibilities:

- Managing daily operations of Niagara Division
- Manage operation for safe, reliable bus transportation efficiently & cost effectively
- Coordinate duties of administrative and driver training staff
- Respond to and report on accidents and incidents; schedule retraining as required
- Oversee route and vehicle assignments
- Direct administrative staff to ensure Contract, MTO and Employment Standards Act compliance
- Report WSIB incidents and administration of Early Return to Work program

Dispatchers: Shelly Bray, Jennifer McCraw, Lynn Burnison

All cross trained in Payroll, Special Needs, Routing & Charter functions

Qualifications: Excellent organizational, interpersonal and communication skills; Computer skills, including Microsoft Office, Class B license

Responsibilities: Coordinate and schedule spare drivers with route information

Certified Driver Trainers: Filomena Perreira, Shelly Bray, Jennifer McCraw, Michelle Thibodeau, Doug Radford

Qualifications All cross trained in Summit Core Module, MTO and contract compliance

Responsibilities:

- Facilitate Sensible Driver Training Program, First Aid, Epipen, AODA for all driver trainees
- Conduct written and road test for upgraded E and B class drivers
- Driver re-training as needed and at direction on Division Manager (incident follow up)

Repair Facility Foreman: Ken Nuxoll

Qualifications: Class "T" and Class "S" mechanical license. 21 years as bus mechanic, 5 years as Sharp foreman, Guelph and St. Catharines Divisions.

Mechanics: Jeff Haynes, Peter Harwood, Alex Tutti

Qualifications: Class "T" and Class "S" mechanical licensed.

Mechanic Apprentice: James Debeau

Qualifications: Currently enrolled Class "T" and Class "S" mechanical licensing program.

CORPORATE ADMINISTRATIVE SUPPORT AT THE BRANTFORD HEAD OFFICE**President: Bill Sharp**

Experience: 27 years in the bus transportation industry, 27 Years with Sharp Bus Lines

Qualifications: Honours Bachelor of Business Administration (Wilfrid Laurier), Canadian representative on the International Truck and Bus Corporation Advisory Board - Bus Division

Responsibilities:

- Contract management and adherence
- Senior resource for operational goals and strategies
- Facility and vehicle acquisition
- Corporate strategic planning and management development
- Insurance, accounting and legal resource to senior management and operations

Pelham Contract Manager - Regional Manager, Manager of Finance: John Prendergast

Experience: 20 years' in the bus transportation industry, 20 years' with Sharp Bus lines, 12 years' as an Operations Manager and 7 years as General Manager responsible for 6 Sharp Bus Lines divisions.

Implementation Manager overseeing 11 new project start-ups including the Ride Norfolk service

Qualifications: Business Administration Diploma (Accounting), Management Studies, McMaster University, CGA Level IV, Microsoft Certified Technology Specialist.

Responsibilities:

- Financial Manager
- Coordinate infrastructure and technology
- Oversight of daily operations and customer service, resolving customer concerns
- Develop & maintain positive & productive relationships with all stakeholders
- Maintain positive working environment for staff and drivers
- Annual and Quarterly Facility, Financial and Compliance audits

- Accurate and timely monthly invoicing for all customers

Manager of Safety Programs and Corporate Development: Sarah Vala

Experience: 6 years' in the bus industry, 6 years' with Sharp Bus Lines, 2 years' as Division Manager, assisted in driver recruitment for 7 new locations

Qualifications Certificate in Professional Instruction in Driver Education - PRIDE, Crisis Management, Certified Sharp First Aid & CPR Instructor, Bachelor of Business Administration (Lakehead), Pupil Transportation Management (U of Guelph)

Responsibilities:

- New staff training and professional development
- Summit Training Instructor
- Bi-weekly completion of companywide payroll
- Respond to school, consortia, parent and public safety concerns
- Maintain accurate and complete personnel and contract compliance files
- Continually refresh driver safety and training programs
- Audit to ensure compliance with MTO, Consortium and Sharp training standards
- Prepare and deliver safety and training presentations for all driver safety meetings

Rosanne Malecki, Bev Hoekman, Rhonda Smith (over 35 years' experience & 16 years with Sharp Bus Lines combined)

Responsibilities: Calculation and reporting of passenger counts and ridership levels, Contract & Billing support, Payroll, Accounts Payable, Vehicle Licensing, AVL support and analysis.

Infrastructure & Technology Administrator: Shaun Thompson

Experience: 3 years' working in the bus industry, 3 years' with Sharp Bus Lines, experience designing, managing, supporting integrated computing infrastructures and networks,

Qualifications: Certificate in Information Technology, Certificate in Information Systems

Responsibilities:

- Provide complete computing and telephone infrastructure support for Head office and 10 divisional offices
- Maintain and support IIS Web/SQL based Bus scheduling management system

VALUE ADDED

Sharp Bus Lines provides the best value for all stakeholders. In addition to superior service each and every day, we offer the following:

<u>Value Added Item</u>	<u>Requirement</u>	<u>Sharp Bus Lines</u>
✓ Liability Insurance	\$2,000,000.00	\$35,000,000.00
✓ Vehicle Maintenance Inspections	2 times annually	4 times annually
✓ Local customer service staff	None	4 full time professionals
✓ Local mechanical staff and facilities	None	5 full time professionals
✓ Customizable electronic database	None	Sharp Operations Portal
✓ Years of experience	None	50+ years of operation
✓ Green Initiatives	None	Fleetsmart / efficient vehicles

Negotiable Value Added options

- Sharp will install not only telematics for vehicle location (GPS), but also real time reporting of vehicle health and status. This system allows for any vehicle defects to be reported electronically to mechanical staff before the driver of the vehicle is aware of them. This system virtually eliminates vehicle down time.
- Sharp will install a fare box which meets the requirements of the service and the Town of Pelham.
- In addition to live voice booking, Sharp will develop a secure on-line booking portal for Trans Cab riders.