

**GREATER LAFAYETTE PUBLIC TRANSPORTATION CORPORATION  
BOARD MEETING NO. 683**

**DATE:** November 29, 2023

**TIME:** 5:15PM

**PLACE:** 1250 Canal Rd. Lafayette, IN. 47904 Conference Room

**MEETING CHAIR:** Ms. Julie Ginn

**AGENDA**

Item

1. Communications and Announcements
2. Public Comment
  - 2.1. Comments on the Agenda – 5 minutes
3. Review and Approval of Agenda Items and Minutes
  - 3.1. Review and Approval of Agenda of Meeting No. 683 held on November 29, 2023
  - 3.2. Review and Approval of Minutes of Meeting No. 682 held on October 25, 2023
4. Old Business
5. New Business
  - 5.1. Approval of the MOA (Exhibit 1 pg. 6)
  - 5.2. Review 2024 Holiday Dates for Administration Employees (Exhibit 2 pg. 11)
  - 5.3. Review 2024 Board Meeting Dates (Exhibit 3 pg. 12)
  - 5.4. Introduce partnership with Fiber Global (Exhibit 4 pg. 13)
  - 5.5. Approval of GLPTC 2024 Drug and Alcohol Policy (Exhibit 5 pg. 15)
  - 5.6. Give authority to GLPTC CEO to sign a 3-year contract with Remix (Exhibit 6 pg. 56)
  - 5.7. 2024 Notice for Board Elections
  - 5.8. Consideration of claims list numbering 39002 through 39076, in the amount of \$464,362.82.
  - 5.9. Consideration of payroll for October 1, 2023, through, October 31, 2023, in the amount of \$942,588.09.
6. Board and Staff Reports
  - 6.1. Chief Executive Officer Report
7. Public Comments
  - 7.1. 3 minutes per speaker
8. Adjournment
  - 8.1. Next meeting is Wednesday, December 27<sup>th</sup>, 2023, at 1250 Canal Rd., Lafayette IN. 47904 in the Boardroom

**GREATER LAFAYETTE PUBLIC TRANSPORTATION CORPORATION  
BOARD MEETING NO. 682  
MEETING MINUTES**

**DATE:** October 25, 2023

**Present:** Julie Ginn: Chair  
**Board** Mike Gibson: Secretary  
James Blanco  
Tino Atisso  
Ben Murray  
Angel Valentin  
Joel Wright

**Present:** Bryan D. Smith: Chief Executive Officer  
**Staff** Joanne Zhang: Chief Financial Officer  
Bryan Walck: Manager of Customer Experience  
Ron Peters: Operations Manager  
Shawn Coffman: Fleet Manager  
Dusty Sturgeon, Human Resources Administrator

**Guests:** John Schrader (Attorney), Craig Rak

Chair, Julie Ginn, called the meeting No. 682 to order at 5:15PM in the GLPTC Board Room, 1250 Canal Road.

**COMMUNICATIONS & ANNOUNCEMENTS**

Mr. Bryan D. Smith invited the Board Members to a few different events that are coming soon. The first event is October 28<sup>th</sup>, 2023. This event is the LTHC 100 Cooks Who Care. CityBus has a table, and Mr. Smtih is cooking pulled pork. The event is raising money to help hunger in our community.

The second event is November 15<sup>th</sup>, GLC's Annual Awards event. CityBus, as a sponsor, has a table and the Board Members are invited to attend with Mr. Smith.

The last event is the "Vision for CityBus" event that will be held on November 29<sup>th</sup>, 2023. The event will have a luncheon, inviting both governing officials and the public. The event will touch on the Vision Mr. Smith has for CityBus and the COA that he will be conducting. The Comprehension Operations Analysis is to get public opinion on how transit can better their lives, and what changes they are wanting to see to better assist their needs.

**PUBLIC COMMENT**

**REVIEW AND APPROVAL OF AGENDA ITEMS AND MINUTES**

Mr. Bryan D. Smith requested to make an amendment to the agenda. He requested we add 4.5 to the agenda. This will be a discussion from the Board Members who attended the APTA conference in Orlando and allow them to share anything they learned while there.



The second item Mr. Smith would like to change on the agenda is 8.1, changing the date of the next Board Meeting to be November 29<sup>th</sup>, at 5:15pm at 1250 Canal Rd Lafayette, IN. 47904.

1. Mr. Mike Gibson made the motion to approve the amendment to the agenda of Meeting No. 682 held on October 25, 2023. Mr. Benjamin Murray seconded the motion. The motion carried by a vote of 7 ayes and 0 nays.
2. Mr. Joel Wright made the motion to approve the Minutes of Meeting No. 681 held on September 27, 2023. Mr. Mike Gibson seconded the motion. The motion carried by a vote of 7 ayes and 0 nays.

### **OLD BUSINESS**

CityBus had their 2<sup>nd</sup> reading of the 2024 Budget. Due to a typo in the document that made a difference, the Council requested to meet October 26<sup>th</sup> to reread the budget, with the correction.

Mr. Craig Rak came from Enterprise to talk to the board members about the new Vanpool Program. Craig expressed his excitement about this program and how he is excited to see all the opportunities it will provide our community. Craig mentioned he has had conversations with Tippecanoe County Corrections, and talked about how a big market for this program would be employers and large companies with many people working same shifts. Craig mentioned how this program can be a huge selling point for companies, letting future employers know this program exists and is a benefit to working for them.

Mr. Bryan Walck gave a brief presentation on the 6 new Bus Shelters being placed around Lafayette and West Lafayette. The presentation consisted of the 6 locations, what the stops will include, and how they will accommodate all riders. It was mentioned that the shelters are powered by solar energy, which will allow shelters to have light at night, and power the WaySign Signs that will be placed at each shelter as well.

Mr. Bryan D. Smith held a brief discussion on the current CityBus Strategic Plan. He mentioned how this plan was passed prior to covid, and how there are some items in there that will be implemented, but many will not. Mr. Benjamin Murray asked what the big picture for the Strategic Plan is, and Mr. Smith mentioned after the November 29<sup>th</sup> COA event, we will use this information to work up a new Plan.

Mr. Mike Gibson, Mr. Angel Valentin, Mr. James Blanco, and Ms. Julie Ginn talked briefly on their experience at the APTA Conference. All Board Members came back with positive feedback, and all mentioned they learned a lot. They are excited to see the future of Transit, and that change will involve much flexibility and creativity.

### **NEW BUSINESS**

1. Mr. Angel Valentin made the motion for CityBus CEO to execute the Property and Liability Quote from Gregory and Appel. Mr. James Blanco seconded the motion. The motion carried by a vote of 6 ayes and 0 nays.



- a. Mr. Bryan D. Smith mentioned there is an increase in both fleet and the liability, but this is due to a hard market. It was also mentioned of the increase in workers compensation, and the reasoning behind this is due to the number of employees. This increase was budgeted for.
2. Mr. Benjamin Murray made the motion to approve CityBus CEO to execute the approval for the 2024 Employee Benefits Plan and to go back to the 10% employee contribution and 90% employer contribution. Mr. Tino Atisso seconded the motion. The motion carried by a vote of 6 ayes and 0 nays.
  - a. Due to strong competition, we were able to get United Health Care to do a 1.5% increase. Mr. Smith mentioned that some of our plans have a bit more of an increase, but there will be more coverage with the new plans.
  - b. Mr. Bryan D. Smith brought up how employees went from contributing 10%, to a change and then paying 12.5%. Mr. Smith made the request to change it back to a contribution of 10% by employees and 90% from employer.
3. Mr. Benjamin Murray made the motion to approve purchasing of five New Flyer Buses, with purchases not to exceed \$3,900,000.00. Mr. Angel seconded the motion. The motion carried by a vote of 6 ayes and 0 nays.
  - a. Mr. Bryan D. Smith inquired that although we do not believe we will hit the 3.9 million amounts, CityBus is putting this number as the max to give some flexibility in adding all the necessary necessities the buses would need.
4. The Board considered approval of claims 38914 through 39000, in the amount of \$299,379.09. Ms. Julie Ginn made the motion to approve the claims, and Mr. Benjamin Murray seconded the motion. The motion carried by a vote of 6 ayes and 0 nays.
5. The Board considered approval of payroll for September 1, 2023, through September 30, 2023, in the amount of \$987,015.97. Ms. Julie Ginn made the motion to approve the claims, and Mr. Benjamin Murray seconded the motion. The motion carried by a vote of 6 ayes and 0 nays.

## **BOARD AND STAFF REPORTS (CEO REPORT)**

### **PUBLIC COMMENTS**

Mr. Angel Valentin thanked the Board and Staff for the transit knowledge they have and share.

Mr. Tino Atisso also thanked the Board Members for sharing their experience at APTA and shares his hopes for CityBus to keep the business up to date and improve the company in a positive way.

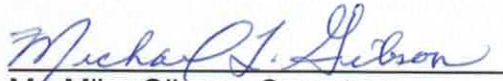
Mr. James Blanco thanked CityBus for the opportunity to go to the APTA Expo and expressed how thankful he was to have that experience to learn and get closer to other Board Members and the CityBus Staff.

### **ADJOURNMENT**

With no other business to be conducted, Mr. Joel Wright made the motion to adjourn. Mr. Benjamin Murray seconded the motion. The motion carried by a vote of 6 ayes and 0 nays. The meeting adjourned at 6:13PM. The next regular Board Meeting is

scheduled for November 29<sup>th</sup>, 2023, at 5:15PM in the GLPTC Board Room: 1250 Canal Rd. Lafayette, IN. 47904.

There being no further business to be transacted.

A handwritten signature in blue ink, reading "Michael J. Gibson", written over a horizontal line.

Mr. Mike Gibson, Secretary  
CityBus Board of Directors

11/13/2023  
Date:

# MEMORANDUM OF AGREEMENT BETWEEN GREATER LAFAYETTE PUBLIC TRANSPORTATION CORPORATION AND LOCAL NO. 1741 OF THE AMALGAMATED TRANSIT UNION

**WHEREAS**, Greater Lafayette Public Transportation Corporation dba CityBus ("GLPTC") and Local No. 1741 of the Amalgamated Transit Union ("Union"), have had discussions concerning the challenges GLPTC faces sourcing qualified mechanics and maintenance staff, and the importance of filling vacant maintenance positions, and the importance of recognizing the dedication of all current maintenance employees; and

**WHEREAS**, as a result of those discussions initiated by the Union, GLPTC and the Union have reached agreement on the following terms of this Memorandum of Agreement ("MOA"), which will take effect on the date of signing as set forth below, contingent upon ratification of the MOA by the Union's membership and by GLPTC's Board of Directors.

**NOW, THEREFORE**, in view of the above, GLPTC and the Union hereby agree as follows:

1. On the date of signing this MOA, **ADDENDUM I**, as attached, will supersede and replace the current version of **SECTION 13: WAGE RATES** of the Collective Bargaining Agreement, effective December 1, 2023 to May 31, 2024, as amended. Adjustments made to Maintenance employee wage rates, as described in **ADDENDUM I**, will be reflected on the first pay date following the signing of this MOA.
2. GLPTC and Union agree that their mutual intent that the wages of Lead, A Level, B Level, and C Level mechanic positions in Addendum I shall be the wages for those positions for the first year (June 1, 2024 to June 30, 2025) of the next contract between GLPTC and Union.
3. GLPTC will purchase study guides for all ASE tests recognized in the contract. GLPTC will secure a reasonable amount of test preparation services for any technician that requests such services.
4. All parties understand and agree that:
  - a. this agreement is made without prejudice, is not precedent setting and does not establish past practice; and
  - b. this agreement does not apply to any other positions in the bargaining unit and is not a reflection or forecast of future increases.

IN WITNESS WHEREOF, representatives of the parties have set forth their signatures below this  
\_\_\_\_ day of \_\_\_\_\_, 2023.

GREATER LAFAYETTE PUBLIC  
TRANSPORTATION CORPORATION

LOCAL No. 1741 of the  
AMALGAMATED TRANSIT UNION

By: \_\_\_\_\_  
Bryan D. Smith, Chief Executive Officer

By: \_\_\_\_\_  
Darin Stanfield, President/Business Agent

DRAFT

# ADDENDUM I

## MEMORANDUM OF AGREEMENT

Pursuant to the Memorandum of Agreement between the Greater Lafayette Public Transportation Corporation and Local No. 1741 of the Amalgamated Transit Union, this addendum will supersede and replace the current version of **SECTION 13: WAGE RATES** of the Collective Bargaining Agreement, effective December 1, 2023 to May 31, 2024.

### SECTION 13: WAGE RATES

A. The top base wage rate of bargaining unit employees covered under this Agreement shall be as follows:

| Position            | Prior Rate | June 1, 2021 | June 1, 2022 | June 1, 2023                      |
|---------------------|------------|--------------|--------------|-----------------------------------|
| Top Operator        | \$23.99    | \$25.19      | \$25.82      | \$26.47                           |
| Lead Level Mechanic | \$28.00    | \$29.40      | \$30.14      | <del>\$30.89</del> <u>\$34.91</u> |
| A Level Mechanic    | \$25.43    | \$26.70      | \$27.37      | <del>\$28.05</del> <u>\$31.70</u> |
| B Level Mechanic    | \$24.55    | \$25.78      | \$26.42      | <del>\$27.08</del> <u>\$30.60</u> |
| C Level Mechanic    | \$23.92    | \$25.19      | \$25.82      | <del>\$26.47</del> <u>\$29.91</u> |
| Utility Position    | \$23.06    | \$24.21      | \$24.82      | <del>\$25.44</del> <u>\$26.47</u> |



B. All Operations and Demand Response Department Operators shall be on the following wage progression schedule. All Operators and Demand Response Department Operators receiving less than Top Operator wage rate shall transfer to the following new progression schedule. All GLPTC paid hours shall be counted from the date of hire.

| Total GLPTC Paid Hours | % of Top Operator Rate | Rate as of Signing | Rate as of June 1, 2023 |
|------------------------|------------------------|--------------------|-------------------------|
| 0-1040                 | 90%                    | \$23.24            | \$23.82                 |
| 1041-2080              | 95%                    | \$24.53            | \$25.15                 |
| 2081- +                | 100%                   | \$25.82            | \$26.47                 |

C. All newly hired trainee Operators and trainee Demand Response Department Operators will receive \$20.00 per hour while in training. After completion of training trainee Operators and trainee Demand Response Department Operators will transfer into the wage progression schedule.

D. Maintenance Department Utility Position hired after June 1, 2014 shall be on the following wage progression schedule. All GLPTC paid hours shall be counted from the date of hire.

| Total GLPTC Paid Hours | % of Utility Position Rate | Prior Rate | Rate as of June 1, 2021 | Rate as of June 1, 2022 | Rate as of June 1, 2023           |
|------------------------|----------------------------|------------|-------------------------|-------------------------|-----------------------------------|
| 0-1040                 | 90%                        | \$20.75    | \$21.79                 | \$22.33                 | <del>\$22.89</del> <u>\$23.82</u> |
| 1041-2080              | 95%                        | \$21.91    | \$23.01                 | \$23.59                 | <del>\$24.18</del> <u>\$25.15</u> |
| 2081- +                | 100%                       | \$23.06    | \$24.21                 | \$24.82                 | <del>\$25.44</del> <u>\$26.47</u> |

E. GLPTC shall pay a Late Shift Premium of ~~\$0.25~~\$1.00 per hour, added to the base wage rate, for all hours actually worked to Maintenance Department bargaining unit employees who work late shifts. For the purpose of this premium only, late shifts shall be defined as any Maintenance Department **regularly scheduled bid work assignment** which has a final clear time of, or after, 12:00 midnight, of the workday in which the Maintenance Department work assignment initially commenced.

F. Mechanics may earn an incentive bonus by passing Automotive Service Excellence (ASE) tests. If the Mechanic has already passed the test(s) and is in good standing with ASE, the following amount will be added to their base wage rate. In order to receive the additional pay, the Mechanics must keep their certifications current.

| No. of tests passed | Additional Pay per Hour       |
|---------------------|-------------------------------|
| 2                   | <del>\$0.50</del> <u>1.00</u> |
| 3                   | <del>\$0.75</del> <u>1.50</u> |
| 4                   | <del>\$1.00</del> <u>2.00</u> |
| 5                   | <del>\$1.25</del> <u>2.50</u> |
| 7                   | <del>\$1.50</del> <u>3.50</u> |

G. ASE Certifications that qualify for the incentive bonus are currently held certifications in the following series:

1. Automobile & Light Truck Certification Tests (A Series)
2. Collision Repair & Refinish Certification Tests (B Series)
3. Transit Bus Certification Tests (H Series)
4. Medium-Heavy Truck Certification Tests (T Series)

Representatives of the parties have set forth their signatures below this \_\_\_\_ day of \_\_\_\_\_, 2023.

GREATER LAFAYETTE PUBLIC  
TRANSPORTATION CORPORATION

LOCAL No. 1741 of the  
AMALGAMATED TRANSIT UNION

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

Bryan D. Smith, Chief Executive Officer

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

Darin Stanfield, President/Business Agent

# Greater Lafayette Public Transportation Corporation – CityBus

## Administrative Employee Holiday Schedule

The official holidays of CityBus Administrative Offices are listed here. If there is any change to this holiday schedule, you will be notified by Human Resources.

### Calendar Year 2023

|                             |                                 |                                 |
|-----------------------------|---------------------------------|---------------------------------|
| Sunday, January 1, 2023     | New Years Day                   | PAID – Observed on (01.02.2023) |
| Monday, January 16, 2023    | MLK Jr. Day                     | PAID                            |
| Monday, May 29, 2023        | Memorial Day                    | PAID                            |
| Tuesday, July 4, 2023       | Fourth of July                  | PAID                            |
| Monday, September 4, 2023   | Labor Day PAID                  | PAID                            |
| Thursday, November 23, 2023 | Thanksgiving                    | PAID                            |
| Friday, November 24, 2023   | Unofficial Thanksgiving Holiday | UNPAID (using accrued leave)    |
| Sunday, December 24, 2023   | Christmas Eve                   | PAID-Observed on 12.22.2023     |
| Monday, December 25, 2023   | Christmas Day                   | PAID-Observed on 12.25.2023     |
| Sunday, December 31, 2023   | New Years Eve                   | PAID-Observed on 12.29.2023     |

### Calendar Year 2024

|                              |                                 |                              |
|------------------------------|---------------------------------|------------------------------|
| Monday, January 1, 2024      | New Years Day                   | PAID-Observed on 01.01.2024  |
| Monday, January 15, 2024     | MLK Jr. Day                     | PAID                         |
| Monday, May 27, 2024         | Memorial Day                    | PAID                         |
| Thursday, July 4, 2024       | Fourth of July                  | PAID                         |
| Monday, September 2, 2024    | Labor Day                       | PAID                         |
| Thursday, November 28, 2024  | Thanksgiving Day                | PAID                         |
| Friday, November 29, 2024    | Unofficial Thanksgiving Holiday | UNPAID (using accrued leave) |
| Tuesday, December 24, 2024   | Christmas Eve                   | PAID                         |
| Wednesday, December 25, 2024 | Christmas                       | PAID                         |
| Tuesday, December 31, 2024   | New Years Eve                   | PAID                         |

| 2024 Board Meetings  |                  |                     |                      |
|----------------------|------------------|---------------------|----------------------|
| 4th Wednesday 5:00pm |                  | 4th Thursday 5:15pm |                      |
| January 24th         |                  | January 25th        |                      |
| February 21st        |                  | February 22nd       |                      |
| March 27th           |                  | March 28th          |                      |
| April 24th           |                  | April 25th          |                      |
| May 22nd             |                  | May 23rd            |                      |
| June 26th            |                  | June 27th           |                      |
| July 24th            |                  | July 25th           |                      |
| August 28th          |                  | August 29th         |                      |
| September 25th       |                  | September 26th      |                      |
| October 23rd         |                  | October 24th        |                      |
| November 27th        | We could do 20th | November 28th       | We could do the 21st |
| December 25th        | We could do 18th | December 26th       | We could do the 19th |



# Reclaiming Tomorrow

Creating the most  
advanced building  
materials on the planet,  
without cutting down a  
single tree





# Introducing FIBER GLOBAL

Fiber Global reclaims abundant waste streams to create building materials that are higher performing, more durable and more affordable than existing materials on the market. Fiber's flagship product, Forged Fiber Board (FFB) reclaims corrugated cardboard to manufacture structural and non-structural boards that are used in the construction and furniture industries.



Greater Lafayette Public  
Transportation Corporation  
CityBus

---

# Drug and Alcohol Policy

Revised and Effective as of January 1, 2024

Adopted by: \_\_\_\_\_

Date Adopted: [dd/mm/yyyy]

Last Revised: January 1, 2024

# Table of Contents

|  |    |
|--|----|
| <b><u>Purpose of Policy</u></b> .....                          | 3  |
| <b><u>Covered Employees</u></b> .....                          | 4  |
| <b><u>Prohibited Behavior</u></b> .....                        | 4  |
| <b><u>Consequences for Violations</u></b> .....                | 5  |
| <b><u>Circumstances for Testing</u></b> .....                  | 5  |
| <b><u>Testing Procedures</u></b> .....                         | 8  |
| <b><u>Test Refusals</u></b> .....                              | 9  |
| <b><u>Contact Person</u></b> .....                             | 10 |
| <b><u>Attachment A: Covered Positions</u></b> .....            | 11 |
| <b><u>Attachment B: Resource Contact Information</u></b> ..... | 12 |
| <b><u>ACKNOWLEDGEMENT</u></b> .....                            | 14 |



## **Purpose of Policy**

As a public transportation operator, the Greater Lafayette Public Transportation Corporation, hereinafter CityBus, is required to comply with regulations established by the Federal Department of Transportation and the Federal Transit Administration (FTA) related to the prohibited use of drugs and misuse of alcohol by employees and contractors. CityBus recognizes that the use of drugs and alcohol off the job as well as on the job, impacts the safety and efficiency of the workplace. CityBus is committed to providing a safe, efficient, and drug-free workplace.

This policy complies with 49 CFR Part 655, as amended and 49 CFR Part 40, as amended. Copies of Parts 655 and 40 are available in the drug and alcohol program manager's office and can be found on the internet at the Federal Transit Administration (FTA) Drug and Alcohol Program website <http://transit-safety.fta.dot.gov/DrugAndAlcohol/>.

All covered employees are required to submit to drug and alcohol tests as a condition of employment in accordance with 49 CFR Part 655.

Portions of this policy are not FTA-mandated, but reflect CityBus's policy. These additional provisions are identified by **bold text**.

In addition, DOT has published 49 CFR Part 32, implementing the Drug-Free Workplace Act of 1988, which requires the establishment of drug-free workplace policies and the reporting of certain drug-related offenses to the FTA.

**All CityBus employees are subject to the provisions of the Drug-Free Workplace Act of 1988.**

**The Drug-Free Workplace Policy compliance requirements are:**

- 1. The unlawful manufacture, acquisition, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace, work vehicles, or while performing any duties for or on behalf of CityBus regardless of location or duty status**
- 2. As a condition of employment, employees must notify the Human Resources Administrator of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after the conviction**
- 3. CityBus will notify the FTA within 10 days after receiving notice from an employee of such conviction**
- 4. CityBus has established a drug-free awareness program to inform employees about the dangers of drug abuse**
- 5. CityBus will provide information on available drug counseling and rehabilitation**
- 6. CityBus will provide an Employee Assistance Program to all employees to, in part, provide counseling and other resources related to substance abuse and treatment**
- 7. As a condition of employment, employees are required to abide by all terms and provisions of this policy**

8. Violation of this policy will lead to discipline, up to and including termination.
9. All employees are required to acknowledge receipt and understanding of the Drug-Free Workplace Policy.

## **Covered Employees**

This policy applies to every person, including an applicant or transferee, who performs or will perform a “safety-sensitive function” as defined in Part 655, section 655.4, and therefore, is a condition of employment.

You are a covered employee if you perform any of the following:

- Operating a revenue service vehicle, in or out of revenue service
- Operating a non-revenue vehicle requiring a commercial driver’s license
- Controlling movement or dispatch of a revenue service vehicle
- Maintaining (including repairs, overhaul and rebuilding) of a revenue service vehicle or equipment used in revenue service
- Carrying a firearm for security purposes

See Attachment A for a list of covered positions by job title.

## **Prohibited Behavior**

Use of illegal drugs by covered employees is prohibited at all times. Prohibited substances include:

- marijuana
- cocaine
- phencyclidine (PCP)
- opioids
- amphetamines

All covered employees are prohibited from performing or continuing to perform safety-sensitive functions while having an alcohol concentration of 0.04 or greater.

All covered employees are prohibited from consuming alcohol while performing safety-sensitive job functions or while on-call to perform safety-sensitive job functions. If an on-call employee has consumed alcohol, they must acknowledge the use of alcohol at the time that they are called to report for duty. If the on-call employee claims the ability to perform his or her safety-sensitive function, he or she must take an alcohol test with a result of less than 0.02 prior to performance.

All covered employees are prohibited from consuming alcohol within four (4) hours prior to the performance of safety-sensitive job functions.

All covered employees required to take a post-accident test are prohibited from consuming alcohol for eight (8) hours following involvement in an accident or until he or she submits to the post-accident drug and alcohol test, whichever occurs first.

**An employee may make a voluntary self-referral to the EAP program for assistance with a drug or alcohol problem without jeopardizing his/her continued employment, provided the employee immediately discontinues the substance abuse. However, employees subject to drug and alcohol testing may not make a voluntary self-referral to avoid taking a required drug or alcohol test.**

## **Consequences for Violations**

Following a positive drug or alcohol (BAC at or above 0.04) test result or test refusal, the employee will be immediately removed from safety-sensitive duty and referred to a Substance Abuse Professional.

Following a BAC of 0.02 or greater, but less than 0.04, the employee will be immediately removed from safety-sensitive duties until the start of their next regularly scheduled duty period (but for not less than eight hours) unless a retest results in the employee's alcohol concentration being less than 0.02. **Time lost from work duty due to such an alcohol concentration will be unpaid time.**

## **Treatment/Discipline**

Any covered employee who receives a positive drug and/or alcohol test will be immediately removed from safety-sensitive duties. **Per CityBus policy, any employee who tests positive for drugs or alcohol (BAC at or above 0.04) or refuses to test will be terminated from employment. The exception to immediate termination is in the case of testing positive on a random test or a post-accident test, when the accident is determined to be non-preventable per CityBus guidelines. Employees testing positive on a random or post-accident (non-preventable) drug test may be given a second-chance to continue employment with CityBus conditional on the employee's successful completion of an approved rehabilitation program, as required by DOT regulations. This "second-chance" is available to employees as outlined above only one time regardless of the testing category. Any future positive random or post-accident test will result in immediate termination.**

**Employees participating in the rehabilitation program as a result of the second-chance program will be required to pay for all costs associated with the program, including the costs associated with required return-to-duty and follow-up testing.**

## **Circumstances for Testing**

### **Pre-Employment Testing**

A verified negative pre-employment drug test result is required before an employee can first perform safety-sensitive functions. If a pre-employment test is cancelled, the individual will be required to

undergo another test and successfully pass with a verified negative result before performing safety-sensitive functions. These tests will be administered in accordance with 49 CFR Part 655, as amended.

If a covered employee has not performed a safety-sensitive function for 90 or more consecutive calendar days, and has not been in the random testing pool during that time, the employee must take and pass a DOT pre-employment test before he or she can return to a safety-sensitive function.

A covered employee or applicant who has previously failed or refused a DOT pre-employment drug and/or alcohol test must provide proof of having successfully completed a referral, evaluation, and treatment plan meeting DOT requirements.

## Reasonable Suspicion Testing

All covered employees shall be subject to a drug and/or alcohol test when CityBus has reasonable suspicion to believe that the covered employee has used a prohibited drug and/or engaged in alcohol misuse. A reasonable suspicion referral for testing will be made by a trained supervisor or other trained company official who has been trained on the specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the covered employee.

Covered employees may be subject to reasonable suspicion drug testing any time while on duty. Covered employees may be subject to reasonable suspicion alcohol testing while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee has ceased performing such functions.

**Note that ALL CityBus employees are subject to reasonable suspicion drug and/or alcohol testing in the event a trained company official has reason to believe, based on observation, that an employee is under the influence of prohibited drugs or alcohol while performing work for CityBus. A reasonable suspicion referral for testing will be made by a trained supervisor or other trained company official on the basis of specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the employee.**

## Post-Accident Testing

Covered employees shall be subject to post-accident drug and alcohol testing under the following circumstances:

### Fatal Accidents

As soon as practicable following an accident involving the loss of a human life, drug and alcohol tests will be conducted on each surviving covered employee operating the public transportation vehicle at the time of the accident. In addition, any other covered employee whose performance could have contributed to the accident, as determined by CityBus using the best information available at the time of the decision, will be tested.



### Non-fatal Accidents

As soon as practicable following an accident not involving the loss of a human life, drug and alcohol tests will be conducted on each covered employee operating the public transportation vehicle at the time of the accident if at least one of the following conditions is met:

- (1) The accident results in injuries requiring immediate medical treatment away from the scene, unless the covered employee can be completely discounted as a contributing factor to the accident
- (2) One or more vehicles incurs disabling damage and must be towed away from the scene, unless the covered employee can be completely discounted as a contributing factor to the accident

In addition, any other covered employee whose performance could have contributed to the accident, as determined by CityBus using the best information available at the time of the decision, will be tested.

A covered employee subject to post-accident testing must remain readily available, or it is considered a refusal to test. Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident or to prohibit a covered employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

## Random Testing

Random drug and alcohol tests are unannounced and unpredictable, and the dates for administering random tests are spread reasonably throughout the calendar year. Random testing will be conducted on all days and hours throughout the year when safety-sensitive functions are performed.

Testing rates will meet or exceed the minimum annual percentage rate set each year by the FTA administrator. The current year testing rates can be viewed online at [www.transportation.gov/odapc/random-testing-rates](http://www.transportation.gov/odapc/random-testing-rates).

The selection of employees for random drug and alcohol testing will be made by a scientifically valid method, such as a random number table or a computer-based random number generator. Under the selection process used, each covered employee will have an equal chance of being tested each time selections are made. There is no discretion on the part of management/supervisors related to random testing selection.

A covered employee may only be randomly tested for alcohol while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee has ceased performing such functions. A covered employee may be randomly tested for prohibited drug use anytime while on duty.

Random testing will be unannounced and immediate. Each covered employee who is notified of selection for random drug or random alcohol testing must immediately proceed to the designated testing site.

## Return to Duty Testing

Any employee who is allowed to return to safety-sensitive duty after failing or refusing to submit to a DOT drug and/or alcohol test must first be evaluated by a substance abuse professional (SAP), complete a SAP-required program of education and/or treatment, and provide a negative return-to-duty drug test result and/or an alcohol test result of less than 0.02. Any return-to-duty drug testing will be directly observed. All tests will be conducted in accordance with 49 CFR Part 40, Subpart O.

**The costs associated with this testing will be borne solely by the employee.**

## Follow-up Testing

Employees returning to safety-sensitive duty following a return-to-duty test will be required to undergo unannounced follow-up alcohol and/or drug testing for a period of one (1) to five (5) years, as directed by the SAP. The duration of testing will be extended to account for any subsequent leaves of absence, as necessary. The type (drug and/or alcohol), number, and frequency of such follow-up testing shall be directed by the SAP.

A covered employee may only be subject to follow-up alcohol testing while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee has ceased performing such functions. A covered employee may be subject to follow-up drug testing anytime while on duty. All follow-up drug tests will be directly observed. All testing will be conducted in accordance with 49 CFR Part 40, Subpart O.

**The costs associated with this testing will be borne solely by the employee.**

## Testing Procedures

All FTA drug and alcohol testing will be conducted in accordance with 49 CFR Part 40, as amended.

***Note: It is the intent of CityBus to begin oral fluid drug testing in accordance with the June 1, 2023 amended 49 CFR Part 40. In order to implement the final rule including oral fluid testing, the Department of Health and Human Services must certify at least 2 laboratories for oral fluid testing. As of the date of this policy revision, laboratories have not been certified. Once that occurs and the collection sites have complied with the regulations regarding collecting oral fluid samples, CityBus will begin oral fluid drug testing. In the event it is necessary to utilize urine testing, this determination will be made by the DAPM or DER and the collection site.***

## Dilute Urine Specimen

If there is a negative dilute test result, CityBus will conduct one additional retest. The result of the second test will be the test of record.

Dilute negative results with a creatinine level greater than or equal to 2 mg/dL but less than or equal to 5 mg/dL require an immediate recollection under direct observation (see 49 CFR Part 40, section 40.67).

## Split Specimen Test

In the event of a verified positive test result, or a verified adulterated or substituted result, the employee can request that the split specimen be tested at a second laboratory. CityBus guarantees that the split specimen test will be conducted in a timely fashion.

**The cost of testing the split specimen at the second laboratory will be paid by the employee.**

## Test Refusals

As a covered employee, you have refused to test if you:

- (1) Fail to appear for any test (except a pre-employment test) within a reasonable time, as determined by CityBus.
- (2) Fail to remain at the testing site until the testing process is complete. An employee who leaves the testing site before the testing process commences for a pre-employment test has not refused to test.
- (3) Fail to attempt to provide a breath, oral fluid or urine specimen. An employee who does not provide a urine, oral fluid or breath specimen because he or she has left the testing site before the testing process commenced for a pre-employment test has not refused to test.
- (4) In the case of a directly-observed or monitored urine or oral fluid drug collection, fail to permit monitoring or observation of your provision of a specimen.
- (5) Fail to provide a sufficient quantity of urine, oral fluid or breath without a valid medical explanation.
- (6) Fail or decline to take a second test as directed by the collector or CityBus for drug testing.
- (7) Fail to undergo a medical evaluation as required by the MRO or CityBus's Designated Employer Representative (DER).
- (8) Fail to cooperate with any part of the testing process.
- (9) Fail to follow an observer's instructions to raise and lower clothing and turn around during a directly-observed test.
- (10) Possess or wear a prosthetic or other device used to tamper with the collection process.
- (11) Admit to the adulteration or substitution of a specimen to the collector or MRO.
- (12) Refuse to sign the certification at Step 2 of the Alcohol Testing Form (ATF).
- (13) Fail to remain readily available following an accident.

As a covered employee, if the MRO reports that you have a verified adulterated or substituted test result, you have refused to take a drug test.

As a covered employee, if you refuse to take a drug and/or alcohol test, you incur the same consequences as testing positive and will be immediately removed from performing safety-sensitive functions, and referred to a SAP. **In all cases, refusal to take a required drug and/or alcohol test will be grounds for immediate termination.**

## **Contact Person**

For questions about CityBus's drug and alcohol program, contact

### **CityBus Drug & Alcohol Program Manager (DAPM):**

Dusty Sturgeon, Human Resources Administrator  
1250 Canal Road, Lafayette, IN 47902  
(765) 420-2952  
[dustys@gocitybus.com](mailto:dustys@gocitybus.com)

See Attachment 2 for detailed list of program contacts



## **Attachment A: Covered Positions**

The following job titles are FTA-defined safety-sensitive positions:

- Bus Operators
- Access Operators
- Mechanics (All Levels)
- Utility Personnel
- Maintenance-Fleet Manager
- Operations Manager
- Assistant Operations Manager
- Facilities Manager
- Operations Supervisor
- Street Supervisor
- Dispatcher
- Access Dispatcher

## **Attachment B: Resource Contact Information**

### **CityBus Drug & Alcohol Program Manager (DAPM):**

Dusty Sturgeon, Human Resources Administrator  
1250 Canal Road, Lafayette, IN 47902  
765-423-2666  
[dustys@gocitybus.com](mailto:dustys@gocitybus.com)

### **CityBus Designated Employee Representative (DER):**

Derek Streeter, Safety and Training Administrator  
1250 Canal Road, Lafayette, IN 47902  
765-423-2666  
[dereks@gocitybus.com](mailto:dereks@gocitybus.com)

### **CityBus Employee Assistance Program (EAP)**

New Beginnings EAP  
709 N 6<sup>th</sup> Street  
Lafayette, IN 47901  
765-742-0375

### **Medical Review Officers (MRO)**

University Services  
Richard Weinstein MD  
2800 Black Lake Place, Suite A  
Philadelphia, PA 19154  
800-624-3784

### **DHHS-Certified Laboratory**

Quest Diagnostics Laboratory  
500 Plaza Drive  
Secaucus, NJ 07094  
973-520-2700

### **Designated Drug and Alcohol Testing Location**

Franciscan Working Well  
3218 Daugherty Drive, Suite 140  
Lafayette IN 47909  
765-502-4190

### **Regional Occupational Care Center (ROCC)**

1321 Unity Place, Suite A  
Lafayette, IN 47905  
765-446-2450

### **Phoenix Paramedic Solutions**

3535 McCarty Lane  
Lafayette, IN 47905  
765-448-4327

**Substance Abuse Professionals (SAP)**

Lisa Werth, Clinical Director  
CALLA Collaborative Health  
Lafayette Business Tower  
133 N 4<sup>th</sup> Street - 2<sup>nd</sup> Floor, Suite 204  
Lafayette IN 47901  
765-427-5758 Direct  
765-761-2139 Appointments  
Email [lisa@callacch.com](mailto:lisa@callacch.com)

Stephen Peterson  
Turning Point Counseling  
100 Executive Drive  
Lafayette IN 47905  
765-447-9545  
Email [Turningpointco1@aol.com](mailto:Turningpointco1@aol.com)

**Drug and Alcohol Program Third Party Administrator**

DISA Transportation Compliance  
17592 E 17<sup>th</sup> Street, Suite 300  
Tustin, CA 92780  
714-731-3084

# **ACKNOWLEDGEMENT**

## **Acknowledgement of Receipt**

### **GLPTC Drug and Alcohol Policy**

I acknowledge that I have reviewed and understand the Greater Lafayette Public Transportation Corporation Drug and Alcohol Policy revised January 1, 2024 provided by CityBus.

I understand that compliance with all provisions contained in the policy is a condition of employment.

I further understand that the information contained in the policy dated January 1, 2024 is subject to change, and that any such changes or addendum shall be disseminated in a manner consistent with the provisions set forth by the FTA.

---

Printed Name

---

Signature

---

Date

# **GREATER LAFAYETTE PUBLIC TRANSPORTATION CORPORATION**

## **ANTI-DRUG AND ALCOHOL MISUSE PREVENTION PLAN**

*Revised Policy to be  
Effective 1/29/04*

(Updated & Approved 7/25/2012, 7/27/2016)

Re-Distributed 8/19/2016

## **Table of Contents**

- 1.0 Anti-Drug & Alcohol Misuse Prevention Plan
- 2.0 Applicable Federal Regulations
- 3.0 Safety-Sensitive Functions
- 4.0 Prohibited Behaviors
  - 4.1 Prohibited Drug Use
  - 4.2 Prohibited Alcohol Use
  - 4.3 On-Call Employees
- 5.0 Categories of Drug and Alcohol Testing Under This Plan
  - 5.1 Pre-Employment Drug Testing
  - 5.2 Random Drug & Alcohol Testing
  - 5.3 Post-Accident Drug & Alcohol Testing
  - 5.4 Reasonable Suspicion Drug & Alcohol Testing
  - 5.5 Return-to-Duty Testing
  - 5.6 Follow-Up Testing
- 6.0 Behaviors that Constitute Refusal to Test
- 7.0 Sanctions for Failing a Test or Refusing to Test
- 8.0 Substance Abuse Professional
- 9.0 Testing Procedures
  - 9.1 Alcohol Testing
    - 9.1.1 Insufficient Breath for Test
    - 9.1.2 Cancelled Alcohol Tests
  - 9.2 Prohibited Drug Testing Procedures
    - 9.2.1 Insufficient Volume of Urine Specimen
    - 9.2.2 Dilute Specimen
    - 9.2.3 Direct Observation Tests
    - 9.2.4 Cancelled Drug Tests
    - 9.2.5 Employee Notification of Test Result – Not Negative
  - 9.3 Additional Employer Requirements
- 10.0 Medical Review Officer



11.0 Release of Information

11.1 To Employee by Written Request

11.2 Legal Proceedings without Written Consent

11.3 Written Authorization by Employee

11.4 When requested by

12.0 Effects of Drug & Alcohol Misuse

12.1 Alcohol Misuse & Effects on Health, Work and Personal Life

12.2 Use of Prohibited Drugs & Effects on Health, Work & Personal Life

12.3 Prescription Drugs

Appendix 1      Safety-Sensitive and Non-Safety-Sensitive Positions

1.1 Union Positions

1.2 Non-Union Positions

Appendix 2      Identification of Professional Personnel/Contacts

## 1.0 ANTI-DRUG & ALCOHOL MISUSE PREVENTION PLAN

The Greater Lafayette Public Transportation Corporation is a public transportation operator regulated by the Federal Transit Administration (FTA), an operating agency within the Department of Transportation, and therefore is regulated by the FTA 49 CFR 40, Final Rule (as amended) and Anti-Drug and Alcohol Misuse Prevention regulation 49 CFR Part 655. Greater Lafayette Public Transportation Corporation (hereinafter CITYBUS, or the corporation) recognizes that involvement with drugs and the misuse of alcohol off the job as well as on the job, impacts the safety and efficiency of the workplace. CITYBUS fully assumes its responsibility to provide a safe and efficient workplace. This Anti-Drug and Alcohol Misuse Prevention Plan sets forth CITYBUS' methods and procedures for compliance with 49 CFR 40, Final Rule (as amended) and 49 CFR Part 655, Prevention of Drug Use and Alcohol Misuse in Transit Operations.

*Within this Anti-Drug and Alcohol Misuse Prevention Plan, certain elements are required under the independent authority of CITYBUS. These elements are in addition to those required by the FTA and are identified as italicized phrases, sentences, or paragraphs.*

## 2.0 APPLICABLE FEDERAL REGULATIONS

This policy was developed in conformance with the following federal rules and regulations.

1. Department of Transportation, Federal Transit Administration, 49 CFR Part 40, Final Rule, (as amended): Procedures for Workplace Drug and Alcohol Testing Programs
2. Department of Transportation, Federal Transit Administration, 49 CFR Part 655: Prevention of Drug Use and Alcohol Misuse in Transit Operations, Final Rule.
3. **Drug Free Workplace Act:**

CITYBUS is a Drug-Free Workplace and strictly prohibits:

- The unlawful manufacture, distribution, dispensing, possession, or use of controlled substances in the workplace.
- Any violation of this policy shall result in adverse employment action up to and including termination.
- Any employee convicted of a drug statute violation occurring in the workplace, must report the conviction to the employer in writing no later than five days after such conviction.
- These regulations apply to CITYBUS because the corporation provides safety-sensitive transit activities funded and regulated by the Federal Transit Administration (FTA). Additionally, these regulations apply to any contractor of CITYBUS who performs safety-sensitive activities as a part of its duties for CITYBUS.

### 3.0 DEFINITION OF SAFETY-SENSITIVE FUNCTIONS

Safety-Sensitive Functions include:

1. Operation of a revenue service vehicle, even if it is not in revenue service;
2. Operation of a non-revenue service vehicle that requires a CDL;
3. Dispatch or controlling movement of a revenue service vehicle;
4. Maintenance of a revenue service vehicle or equipment used in revenue service. Including all individuals engaged in engine, revenue service vehicle, and parts repair, rebuilding, and overhaul; or
5. Carrying a firearm for security reasons.

Participation in CITYBUS' drug and alcohol testing program is a requirement of each safety-sensitive employee, and therefore, is a condition of employment. (Appendix 1 identifies categories of CITYBUS safety-sensitive job positions)

The definition of safety-sensitive function also includes those individuals employed by contractors who perform functions regulated by 49 CFR Part 40 and 49 CFR Part 655 for CITYBUS.

CITYBUS shall only use contractors to perform safety-sensitive functions if:

- a. The contract between CITYBUS and the contractor requires that the contractor is responsible for the drug testing, education, and training requirements of 49 CFR Part 40 and 49 CFR Part 655.
- b. The contractor recognizes that CITYBUS, remains responsible for ensuring the compliance with 49 CFR Part 40 and CFR Part 655; and
- c. The contractor permits access to the property and records by CITYBUS, DOT, FTA, and any jurisdictional state agency for the purpose of monitoring the contractor's compliance with the requirements of 49 CFR Part 40 and 49 CFR Part 655.

### 4.0 PROHIBITED BEHAVIORS:

The Drug Free Workplace Act prohibits unlawful manufacturing, distributing, dispensing, possessing, or using controlled substances in the workplace and requires all employees to notify their employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction. *Any of these actions or failing to report a conviction will result in immediate discharge from employment.*

#### 4.1 Prohibited Drug Use:

This Anti-Drug and Alcohol Misuse Prevention Plan notifies all employees that the ingestion of any unlawful drug is prohibited at all times.

As a condition of employment, all CITYBUS employees performing safety-sensitive duties are prohibited from performing their respective duties while having a prohibited drug in their system. The term “prohibited drug” means Amphetamines, Cocaine, Marijuana, Opiates and Phencyclidine (PCP). These five drugs are always illegal and therefore covered employees are subject to testing at any time.

*CITYBUS has a “zero tolerance” program for all instances of prohibited drug use with the exception of a “one-time, second-chance” for a positive test in either the “random testing” or “post accident” category (where accident is rated “non-preventable”). There can be only one “second-chance” for any employee regardless of the testing category or authority. The “second-chance” program will only be considered in instances where the employee enrolls in and successfully completes an approved rehabilitation program. Any employee failing to enroll in and successfully complete an approved rehabilitation program will be immediately discharged. Discharge from employment will occur in all instances covered by “zero tolerance.”*

#### 4.2 Prohibited Alcohol Use:

This Anti-Drug and Alcohol Misuse Prevention plan notifies all employees that the consumption of alcohol (whether as a beverage or in a medicinal formulation, and also to include methanol and isopropanol) is prohibited:

- \*While performing a safety-sensitive activity; or
- \*Within four (4) hours prior to performing a safety-sensitive activity; or
- \*Within eight (8) hours following an accident to which the employee’s behavior may have contributed; or
- \*While on-call or after having been notified to report to duty for any reason; or
- \*Having a blood alcohol concentration of 0.04 or greater when performing a safety-sensitive function.

Safety-sensitive employees who test between 0.02 and 0.039 are unqualified to perform their safety-sensitive duty for a mandatory period of eight (8) hours, or until the breath alcohol concentration is determined to be less than 0.02, but the employee has not failed the test. *Time lost from work duty due to such an alcohol concentration will be unpaid time.*

CITYBUS management personnel, having actual knowledge that a safety-sensitive or employee has committed a prohibited activity, shall not permit the employee to perform, or continue to perform, their safety-sensitive functions.

*CITYBUS has a “zero tolerance” program for all instances of prohibited alcohol misuse with the exception of a “one-time, second-chance” for a positive test in either the “random testing” or “post accident” category (where accident is rated “non-preventable”). There can be only one “second-chance” for any employee regardless of the testing category or authority. The “second-chance” program will only be considered in instances where the employee enrolls in and successfully completes an approved rehabilitation program. Any employee failing to enroll in and successfully complete an approved rehabilitation program will be immediately discharged. Discharge from employment will occur in all instances covered by “zero tolerance.”*

#### **4.3 On-Call Employees:**

Safety-sensitive employees are prohibited from using alcohol for the specific on-call hours of the employee. CITYBUS will provide an opportunity for each such on-call employee to acknowledge the use of alcohol at the time he/she is called to report for duty and the inability to perform her/his safety-sensitive function. If the safety-sensitive employee has acknowledged the use of alcohol, but claims ability to perform her/his function, the employee may only report for duty after taking an alcohol test that indicates an alcohol concentration of less than 0.02.

### **5.0 CATEGORIES OF DRUG & ALCOHOL TESTING UNDER THIS PLAN**

Employees and supervisors in safety-sensitive positions and applicants for safety-sensitive positions are subject to urine drug testing and breath alcohol testing in accordance with 49 CFR Part 40 and 49 CFR Part 655. Drug tests will be conducted to detect, and deter, the non-medical use of five prohibited drugs: marijuana, cocaine, opiates, amphetamines, and PCP. These five drugs are always illegal and therefore covered employees are subject to testing at any time. Alcohol testing will be conducted to detect, and deter, the presence of alcohol (in any form) while the employee is actually performing, ready to perform, or immediately available to perform a safety-sensitive function. Drug testing will be conducted on Pre-Employment, Random, Reasonable Suspicion, Post-Accident, Return-to-Duty, and Follow-up basis. Drug and alcohol testing procedures will be done in accordance with 49 CFR Part 40 (as amended), Procedures for Transportation Workplace Drug and Alcohol Testing Programs.

#### **5.1 Pre-Employment Drug Testing**

All applicants for employment in safety-sensitive or individuals being transferred into safety-sensitive positions must be given a pre-employment drug test. The FTA does not allow any waivers of pre-employment tests. Citybus shall obtain written consent from applicants to check the applicant’s drug and alcohol testing records from previous DOT covered employers. CityBus shall conduct a records check. Obtaining drug test results from a previous employer does not waive the requirement to conduct a pre-employment drug test on new employees.

Any covered employee or applicant, who has previously failed or refused a pre-employment drug test administered under this part, must provide CITYBUS proof of having successfully completed a referral, evaluation and treatment plan as described in Section 655.62. Pre-employment drug testing will be performed in accordance with Part 40 and completed with results received prior to any performance of safety sensitive duties.

*CITYBUS shall inform final applicants that they have received a tentative offer of employment conditioned upon passing a drug and alcohol tests, as required by the FTA. The applicant will be informed that the urine specimen will be tested for the presence of Amphetamines, Cocaine, Marijuana, Opiates and Phencyclidine (PCP).*

*Any applicant who refused to provide a specimen or is not able to provide a complete 45ml split urine sample within three (3) hours after first attempting to provide a sample, will result in CITYBUS withdrawing the preliminary offer of employment.*

*For any applicant who will not cooperate in the pre-employment testing process which requires the applicant's arrival within one half (1/2) hour for his/her appointment at the specimen collection site and acknowledgment of CITYBUS's Drug & Alcohol Policy, CITYBUS will also automatically withdraw the employment offer.*

Pre-employment testing is also required if a person's employment status is reclassified (i.e., sick leave, seasonal layoff, leave of absence, worker's compensation) and 90 days have elapsed. When a covered employee or applicant has not performed a safety-sensitive function for 90 consecutive calendar days regardless of the reason, and the employee has not been in the random selection pool during that time, CITYBUS shall ensure that the employee takes a pre-employment drug test with a verified negative result.

## **5.2 Random Drug and Alcohol Testing:**

All employees in safety-sensitive positions are subject to random drug and alcohol testing. Random test dates are unannounced and spread reasonably throughout the calendar year. The selection of employees for random drug and alcohol testing is made by a computer-based random number generator program, which is a scientifically valid method of selection.

CITYBUS shall test for drugs at an annual rate of at least 50% of the number of safety-sensitive employees in the random pool; and shall test for alcohol at an annual rate of at least 10% of the number of safety-sensitive employees in the random pool. Employees randomly selected will remain in the pool, even after being tested, and have an equal chance of being selected again at random the next time. *Time spent by the employee during random drug testing is work time and is compensable.*



Safety-sensitive employees are subject to random drug testing on any day they report for duty, whether or not they actually perform safety-sensitive activities on that day. The names and test dates of selected employees will be held in confidence by the Operations department until the day of the actual testing. Safety-sensitive employees selected for a random drug test will be notified to report for a drug test under FTA authority on the day selected for the test. Upon notification, the employee will immediately proceed to the test site. If the employee is classified as a safety-sensitive employee, he/she will immediately discontinue his/her duties and will immediately report to the urine collection facility for the test. The employee will resume safety-sensitive duties upon completing the test. Any employee whose classification is considered safety-sensitive, but who is working in a different classification/area (telephone duty, information clerk, etc.) is still subject to random drug testing, since the employee is expected to perform in his/her safety-sensitive position.

Safety-sensitive employees selected for a random alcohol test will be notified to report for an alcohol test under FTA authority on the day selected for the test.

Safety-sensitive employees subject to random alcohol testing shall only be tested while the employee is actually performing safety-sensitive activities, just before the employee is to perform safety-sensitive activities, or just after the employee has ceased performing such activities. Upon notification, the employee will immediately proceed to the test site. If the employee is actually engaged in safety-sensitive activities, the employee will immediately discontinue his/her safety-sensitive duties and will immediately report to the collection facility for the test. The employee may resume safety-sensitive duties upon completing the test.

### **5.3 Post-Accident Drug and Alcohol Testing:**

Post-accident drug and alcohol testing is required of any safety-sensitive employee whose performance could have contributed to an accident including the driver, dispatcher, maintenance, and other associated employees.

Post accident testing requirements include accidents, which occur when a revenue service vehicle is not in revenue service, and accidents, which involve a non-revenue-service vehicle, operated by a safety-sensitive employee in the performance of assigned duties (i.e., accidents involving a Corporation owned vehicle).

Accident does not necessarily mean collision. If an individual falls or is injured on a vehicle and needs to be taken for medical care, then an accident has occurred, and a post-accident test is required unless the driver can be completely discounted as a contributing factor to the accident. The burden is on the transit agency to prove that their employees did not, in any way, contribute to the accident.

Accident means an occurrence associated with the operation of a revenue service vehicle in or out of revenue service on a corporation vehicle, when as a result of the accident:

1. An individual dies.  
(In a fatality all surviving covered employees operating the mass transit vehicle at the time of the accident; and all other covered employees whose performance could have contributed to the accident must be tested) or
2. An individual suffers a bodily injury and immediately receives medical treatment away from the scene of the accident; or
3. A revenue-service vehicle or a non-revenue-service vehicle operated by a safety sensitive employee, one or more vehicles incurs disabling damage as the result of the occurrence and is transported away from the scene of the accident by a tow truck or other vehicle. For purposes of this definition, “disabling damage,” means damage that precludes departure of any vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs. Disabling damage also includes damage to vehicles that could have been operated but would have been further damaged if so operated, but does not include damage which can be remedied temporarily at the scene of the occurrence without special tools or parts, tire disablement without other damage even if no spare tire is available, or damage to headlights, taillights, turn signals, horn, or windshield wipers that makes them inoperative.

#### **Requirement to Remain Readily Available for Testing:**

The operator of the vehicle and all employees whose performance could have contributed to the accident is required to remain immediately available for testing from the moment when the employee is notified that an accident has occurred, or otherwise has actual knowledge that an accident has occurred. If off-duty, employees will refrain from consuming alcohol from the time when they gain actual knowledge of the accident or are notified of the accident until they complete a post-accident alcohol test or until eight (8) hours have elapsed since the time of the accident. An employee, who is subject to post-accident testing, who fails to remain readily available for such testing, including notifying CITYBUS management of their location if he or she leaves the scene of an accident prior to submission to a drug and alcohol test, will be deemed by CITYBUS to have refused to submit to testing. However, nothing in this paragraph shall be construed to require the delay of necessary medical attention for injured people following an accident, or to prohibit a safety-sensitive employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

### **Time and Authority for Post-Accident Alcohol Testing:**

Post-accident alcohol tests shall be completed as soon as practicable and not later than 8 hours after the time of the accident. Safety-sensitive employees will be notified that the post-accident test is being administered under FTA authority. If the post-accident alcohol testing is not completed within 2 hours following the accident, CITYBUS shall file a detailed report stating the reasons the test(s) was not promptly administered and shall continue attempts to complete the alcohol testing. If the testing is not completed within 8 hours following the accident, CITYBUS shall discontinue attempts to complete the test(s) and shall maintain and update the same report to record the reasons for not administering the test. Records shall be submitted to the FTA upon request of the Administrator. *Any non-safety-sensitive employee whose performance could have contributed to the accident will be informed that testing is being administered under CITYBUS authority and so documented.*

### **Time and Authority for Post-Accident Drug Testing:**

The post-accident urine specimen must be provided, using unobserved collection procedures, as soon as possible after the accident, and not later than 32 hours following the accident. Safety-sensitive employees will be notified that the post-accident test is being administered under FTA authority. *Any non-safety-sensitive employee whose performance could have contributed to the accident will be informed that testing is being administered under CITYBUS authority and so documented.*

Any employee required to submit to post-accident drug and alcohol testing shall not be allowed to perform any safety sensitive function until test results are returned. *Time off will be unpaid in the event that either drug or alcohol test is positive.*

*The CITYBUS employee will be transported to the collection facility by a CITYBUS supervisor. After providing the specimen, the employee will be offered transportation home, CITYBUS is not required to transport the employee if the employee refuses the offer, but a record will be made of the offer and refusal.*

### **5.4 Reasonable Suspicion Drug and Alcohol Testing:**

FTA regulations require a safety-sensitive *or non-safety-sensitive* employee submit to a test when the employer has reasonable suspicion that the employee has used a prohibited drug or has misused alcohol as defined in the regulations. The request to undergo a reasonable suspicion test must be based on “specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odor of the safety-sensitive *or non-safety-sensitive* employee.” Any employee required to submit to Reasonable Suspicion drug and alcohol testing shall not be allowed to perform any safety sensitive function until test results are returned. *Time off will be unpaid in the event that either drug or alcohol test is positive.*

If one supervisor, trained to identify the signs and symptoms of drug and alcohol use, reasonably concludes that objective facts may indicate drug use or alcohol misuse, this is sufficient justification for testing.

*The CITYBUS employee will be transported to the collection facility by a CITYBUS supervisor. After providing the specimen, the employee will be offered transportation home, CITYBUS is not required to transport the employee if the employee refuses the offer, but a record will be made of the offer and refusal.*

### **5.5 Return-to-Duty Drug & Alcohol Testing:**

All safety-sensitive *or non-safety-sensitive* employees who previously tested positive on a drug or alcohol test must test negative (below 0.02 for alcohol) and be evaluated and released by the Substance Abuse Professional before returning to work. A Substance Abuse Professional (SAP) is a licensed physician or certified psychologist, social worker, employee assistance professional, or addiction counselor certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission or by the International Certification Reciprocity Consortium/Alcohol and Other Drug Abuse. The SAP must also have clinical experience in the diagnosis and treatment of drug and alcohol related diseases. Before scheduling the return to duty test, the SAP must assess the employee and determine if the required treatment has been completed. *Employees of CITYBUS who fail a return-to-duty urine drug test, or a breath alcohol test will be discharged from employment.*

### **5.6 Follow-Up Drug & Alcohol Testing:**

Once allowed to return to duty, an employee shall be subject to unannounced follow-up drug and alcohol testing for at least twelve, but not more than sixty months. The frequency and duration of the follow-up testing will be recommended by the substance abuse professional. *CITYBUS will pay for the cost of the "return to duty" and all "follow-up" drug/alcohol testing. If during the prescribed follow-up testing period the employee refuses to test or tests positive, he/she will be discharged from employment.*

Follow-up testing is separate from and in addition to the regular random testing program. Employees subject to follow-up testing must also remain in the standard random pool and must be tested whenever their names come up for random testing, even if this means being tested twice in the same day, week, or month.

### **6.0 BEHAVIORS THAT CONSTITUTE A REFUSAL TO TEST:**

No employee subject to drug and alcohol testing may perform a work-related activity while that employee has an un-prescribed prohibited substance or alcohol in a concentration of 0.02 or greater, in his/her system. If the illicit or illegal use of any of the five drugs is detected through a drug test verified by CITYBUS's Medical Review Officer, the employee has failed the test. Additionally, a "refusal to test" is also a violation of FTA regulation.

Behavior by the employee which would constitutes a refusal *and will result in discharge from employment by CITYBUS* are:

- Refusal to take the test (verbal refusal or physical absence);
- Inability to provide sufficient quantities of breath or urine to be tested without a valid medical explanation;
- Tampering, adulterating, or substituting a specimen;
- Not reporting to the collection site in the time allotted;
- Leaving the scene of an accident without a valid reason before the tests have been conducted;
- Failure to sign DOT required testing forms for breath collection, to include the certification at Step 2 of the ATF (see Sections 40.241(g) and 40.251(d));
- Leaving the collection site prior to test completion;
- Failure to permit an observed or monitored collection when required;
- Failure to undergo a second test when required;
- Failure to undergo a medical examination when required; or
- Failure to cooperate with any part of the testing procedure.
- Failure to follow the observer's instructions to raise clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if there is any type of prosthetic or other device that could be used to interfere with the collection process;\*
- Possession or wearing a prosthetic or other device that could be used to interfere with the collection process; and\*
- Admitting to the collector or MRO that the specimen is adulterated or substituted by the employee.\*

## **7.0 SANCTIONS FOR A POSITIVE DRUG OR ALCOHOL TEST OR REFUSING TO TEST:**

Immediately upon verification of a positive test or a refusal to test, the affected employee will be removed from safety-sensitive duties *and non-safety-sensitive duties* and referred to a Substance Abuse Professional. Whether test was performed under FTA or CITYBUS authority and whether the test was conducted erroneously (“no exclusion rule”), *the following disciplinary actions will be taken:*

1. *For Refusing to Test or having a verified positive test for drugs or alcohol under Reasonable Suspicion, the safety-sensitive/non-safety-sensitive employee will be discharged.*
2. *For Refusing to Test or having a verified positive drug or alcohol test under post-accident where the accident is rated preventable, the safety-sensitive/non-safety-sensitive employee will be discharged. (Where the accident is rated non-preventable, the employee may be given one opportunity to complete an*

*appropriate rehabilitation program under the "second-chance" policy.)\**

3. *For Refusing to Test or having a verified positive drug or alcohol test under Return to Duty or Follow Up Testing, the safety-sensitive/non-safety-sensitive employee will be discharged.*
  4. *For Refusing to Test for Random Testing, the safety-sensitive/non-safety-sensitive employee will be discharged. However, a positive drug test or confirmed positive alcohol test for Random Testing will result in the safety-sensitive/non safety-sensitive employee being given one opportunity to successfully complete an appropriate program of rehabilitation under the "second chance" policy. \**
  5. *If the MRO concludes that the employee's inability to provide a specimen or breath constitutes a refusal, the employee will be terminated from employment. If the MRO determines that the inability results from a legitimate medical condition, the MRO will report to the DER a negative test result.*
- \* *There will be only one "second-chance" for any employee regardless of the testing category or authority.*

An employee may make a voluntary self-referral to the EAP program for assistance with a drug or alcohol problem without jeopardizing his/her continued employment, provided the employee immediately discontinues the substance abuse. However, employees subject to drug and alcohol testing may not make a voluntary self-referral to avoid taking a required drug or alcohol test.

## **8.0 SUBSTANCE ABUSE PROFESSIONAL (SAP)**

CityBus is required to provide each employee or applicant who violates a DOT drug and alcohol regulation a listing of SAPs readily available to the employee.

CityBus is not required to provide an SAP evaluation or any subsequent recommended education or treatment. *All costs associated with an evaluation and subsequent education, or treatment will be the responsibility of the employee or applicant.*

### **8.1 SAP Responsibilities in a "Second Chance Policy":**

*CITYBUS offers a "second chance policy" only in the circumstance of a "first time" positive test during either a random testing or a "non-preventable" post accident testing situation. CITYBUS has a "zero tolerance policy" in all other circumstances of a positive drug or alcohol test.*

**In a “Second Chance” policy, the SAP:**

- Must conduct a face-to-face clinical assessment.
- Must refer employee to an appropriate education/treatment program in every instance.
- Must provide recommendation to the Drug & Alcohol Program Manager (DAPM) in a written report.
- Must conduct face-to-face follow-up evaluation to determine individual’s active participation and successful compliance with recommendations.
- If the SAP determines the employee has demonstrated successful compliance and completion of recommended treatment, he/she recommends to employer that the employee is ready to return to duty and perform his/her safety sensitive duties, and
- Establishes follow-up testing plan for the employee.
- Makes an “aftercare recommendation.” If employee needs on-going services after return to work, this recommendation must be in the follow-up evaluation report and the employer will use it as part of the return-to-work agreement.
- If the SAP determines that the employee has not successfully complied with and completed the treatment recommendation, the DAPM must not return the employee to safety-sensitive function. *In such a case, the employee will be discharged from employment.*

**Return to duty is CITYBUS's decision:**

- Only after SAP’s Follow-up evaluation shows successful recommendation compliance
- Only after a “negative” return-to-duty test as scheduled by CITYBUS

## **9.0 TESTING PROCEDURES:**

### **9.1 Alcohol Testing Procedures:**

Alcohol Testing will be performed using an Evidential Breath Alcohol Testing Device (EBT), which is an approved DOT testing device. Testing is administered by the Breath Alcohol Technician (BAT).

- BAT verifies employee’s identity
- BAT explains procedure
- BAT and employee will sign the testing form (refusal to sign is considered a test refusal) – use of DOT alcohol testing form (ATF) is a requirement.
- BAT collects initial specimen using Evidential Breath Test Device.
- BAT or employee selects individually wrapped mouthpiece.
- BAT unwraps in view of the employee – insert in device.
- BAT instructs employee to blow forcefully for six seconds or until adequate breath has been provided.

- Employee is shown the displayed result.
- Check that information printed is correct and affix printout to ATF.

**Confirmatory Alcohol Testing occurs if the test result is 0.02 or greater.**

- The confirmatory test will be conducted at least 15 minutes, but less than 30 minutes, from the completion of the initial test.
- The employee must be observed during the waiting period.
- The employee will be instructed not to eat, drink, put any object in his/her mouth, and to the extent possible, not to belch.
- An air blank will be performed – EBT registers 0.00 – result is shown to the employee.
- A new mouthpiece will be provided.
- The confirmatory test will be performed by the BAT using the EBT.
- The test results will be shown to the employee.
- The result of the confirmatory test is deemed final.

**9.1.1. Insufficient Breath for Test:**

If the employee is unable, or alleges he or she is unable, to provide an amount of breath sufficient to permit a valid breath test because of a medical condition, the Breath Alcohol Technician (BAT) shall again instruct the employee to attempt to provide an adequate amount of breath, if the employee attempts and fails to provide an adequate amount of breath, the BAT shall so note in the “remarks” section of the breath alcohol testing form and shall immediately inform CITYBUS. The employee will be referred to a licensed physician who is acceptable to CITYBUS. The MRO or other acceptable licensed physician will conduct an examination and develop pertinent information to determine whether the employee’s inability is genuine or constitutes a refusal to provide a specimen. Upon completion of the examination, the MRO shall report their conclusions to CITYBUS in writing.

**9.1.2. Cancelled Alcohol Tests:**

“No Exclusionary Rule”: A “positive” test, even though conducted in error for the wrong reason, is not cancelled or invalid. Under FTA regulations, it is still a “positive” result. *Personnel Action by CITYBUS remains the same as that for the intended test category of the specimen submission.*

Canceled Alcohol tests are:

- \*Neither positive nor negative
- \*Do not count toward random test rate
- \*BAT/STT must notify DAPM or Designated Employer Representative (DER) of cancellation within 48 hours.
- \*Not a valid basis for an employer to conduct a non-DOT test under their own authority.
- \*No person may declare a test cancelled based on a mistake in the process



that does not have a significant adverse affect on the right of the employee to a fair and accurate test.

\*No personnel action may be taken for a cancelled test.

## **9.2 Testing Procedure for Prohibited Drug(s)**

- Collector verifies employee identity and explains procedure.
- Donor checks outer garments.
- Donor must empty pockets and display contents. (Donor may keep wallet and footwear)
- Collector inspects collection room before and after each specimen collection.
- Donor washes hands
- Donor or collector selects wrapped single specimen collection cup and unwraps it.
- Donor is directed to privacy enclosure and asked to provide at least 45 milliliters of urine in the collection cup only.
- Donor is instructed not to flush toilet.
- Collector may set a reasonable time for voiding.
- The temperature of the specimen will be checked within 4 minutes.
- The specimen will be visually examined for signs of tampering or adulteration.
- The specimen will be split by the collector into two specimen bottles.
- Both specimens will be labeled and sealed by the collector in full view of the donor.
- Donor must initial labels after labels are applied to bottles.
- The USDOT custody and control form (CCF) is completed.
- The donor must read, sign, and provide requested information on Copy 2 of CCF.
- The collector will sign, date, and complete the remainder of the CCF.
- Both specimens will be shipped in a single shipping container with the completed CCF.

### **9.2.1 Insufficient Volume of Urine Specimen:**

If, before starting the collection process, the employee/applicant is nervous and reports being unable to void any urine or they are unable to provide 30 milliliters of urine for a single specimen collection or 45 milliliters if a split specimen collection, they may be given 40oz of water distributed reasonably through a three-hour period. If the employee has not provided a sufficient specimen within three hours of the first unsuccessful attempt to provide the specimen, the collection site person shall discontinue the collection and notify the employer. The employee/applicant will be monitored during this waiting period and shall not leave the designated waiting area.

If the employee/applicant is unable to void a sufficient quantity of urine within the three-hour waiting period, and after drinking not more than 40 oz of water, the Drug & Alcohol Program Manager (DAPM) shall refer the individual to the Medical Review Officer. The MRO shall refer the individual for a medical evaluation to develop pertinent information concerning whether the individual's inability to provide a specimen is genuine or constitutes a refusal to test. Upon completion of the examination, the MRO shall report their conclusions to the employer in writing.

### 9.2.2 Dilute Specimen

- A “negative dilute” specimen does not trigger a direct observation.
- *Under FTA authority, CITYBUS will conduct a 2<sup>nd</sup> collection in every instance of “negative dilute”, including pre-employment tests.*
- If still “negative dilute” after the 2<sup>nd</sup> collection, it will be classified as “negative”.

### 9.2.3. Direct Observation Criteria

The Procedures for Transportation Workplace Drug Testing Programs; Final Rules, 49 CFR Part 40, as amended, requires that the collection site personnel conduct a mandatory observed collection immediately after the first collection in the following circumstances:

1. Urine sample is outside the normal temperature range;
2. The collection site person observes conduct that indicates an attempt to adulterate, tamper with or substitute the sample;
3. Following a laboratory validated positive, adulterated, or substituted test, and the split sample is not available for testing; or
4. The specimen is invalid with no medical explanation.

### 9.2.4 Cancelled Drug Tests – Fatal Flaws:

“No Exclusionary Rule”: A “positive” test, even though conducted in error for the wrong reason, is not cancelled or invalid. Under the FTA regulations, it is still a “positive” result. *Personnel Action by CITYBUS remains the same as that for the intended test category of the specimen submission.*

**A urine drug test will be considered “cancelled” or having “a fatal flaw” only in the following circumstances:**

- \***Both** the printed name **and** signature of the collector is missing.
- \*Specimen ID numbers don’t match

- \*Seal is broken
- \*Insufficient amount of urine to test
- \*No personnel action may be taken for a cancelled test

**Problems not sufficient to cancel a test:**

\*Examples:

- Minor administrative mistakes
- Errors that do not affect employee protections
- Collector without proper training
- Delay in collection process
- MRO without proper training and documentation
- Failure to observe or monitor; unauthorized observation or monitoring
- Wrong CCF or authority

\*Problems must be documented

\*No person may declare a test cancelled based on an error that does not have a significant adverse effect on the right of the employee to have a fair and accurate test.

**9.2.5 Employee Notification of Result – Not Negative:**

Medical Review Officer (MRO) will notify the employee of a confirmed positive, adulterated, substituted, or invalid test results. The MRO will make three attempts within 24 hours to make contact with employee. If unable to contact, MRO will request the DAPM or Designated Employer Representative (DER) to contact the employee. The DAPM or DER will instruct the employee to contact the MRO within 72 hours.

The MRO will verify the test results as positive without interview if:

- Employee declines to discuss with MRO
- Employee fails to contact MRO within 72 hours of notification by DER.
- No contact with the employee within 10 days.

**9.3 Additional Employer Requirements:**

DOT test results cannot be changed or disregarded.

The employer must take action immediately to remove the employee from safety-sensitive duties upon notice of a positive or test refusal – should not wait for written report.

Employees who test positive or refuse to test must not return to safety-sensitive functions until or unless the employee successfully completes the return-to-duty process.

If notified that an employee's specimen was invalid and a second collection must take place under direct observation, the employer must immediately send the employee for a test without advance notice or additional consequences.

When CITYBUS receives a cancelled test result when a negative test is required (pre-employment, return-to-duty, follow-up) it must direct the employee to provide another specimen immediately.

## **10.0 MEDICAL REVIEW OFFICER (MRO)**

Following contact with employee, the MRO's responsibilities are:

- Review employee's medical history/records
- Provide employee an opportunity to discuss/explain the test result
- Assess legitimate medical use
- Verify laboratory results
- Inform employee of verified result and right to request split specimen test
- Notify employer of verified test result in a timely manner
- Notify employer when retests are required
- Protect confidentiality
- Notify employer of any safety-related medical information.

## **11.0 RELEASE OF DRUG & ALCOHOL TESTING INFORMATION:**

### **11.1 Release to Employee with written request:**

- 11.1.1 MRO must provide information within 10 days
- 11.1.2 Lab records related to results within 10 days
- 11.1.3 SAP copies of all SAP reports (no time specified)
- 11.1.4 Employee pays cost of preparation & reproduction

### **11.2 Release to Legal Proceedings without consent:**

- 11.2.1 Employer may release in certain legal proceedings
- 11.2.2 Lawsuit, grievance or administrative brought by employee
- 11.2.3 Includes criminal or civil actions if court determines testing results are relevant
- 11.2.4 To decision maker with binding stipulation
- 11.2.5 Must notify employee in writing of release

### **11.3 When written authorization is provided by employee (e.g., for gaining employment)**

### **11.4 When requested by:**

- 11.3.1 DOT agency reps
- 11.3.2 NTSB as part of accident investigation
- 11.3.3 Federal, state, or local safety agency w/regulatory authority over employee
- 11.3.4 Grantee for contractor audit purposes

## **12.0 EFFECTS OF DRUG & ALCOHOL MISUSE**

### **12.1 Alcohol Misuse: Effects on Health, Work, & Personal Life:**

A drug is any chemical substance that produces physical, mental, emotional, or behavioral change in the user. Many substances such as alcohol, depressants, and inhalants are legal and enjoy wide public acceptance. This acceptance does not remove the threat of inappropriate use. In fact, because of their psychoactive effects and accessibility, these substances are commonly abused and can cause dangers in the workplace. CITYBUS, in accordance with the regulations, reserves the right to intervene when an alcohol problem is suspected including confrontation, mandatory referral to an Employee Assistance Professional and/or actions from management referral.

#### **CHRONIC AND LONG-TERM EFFECTS:**

- Nutritional deficiencies and sleeping difficulty.
- Impaired short-term memory.
- Inability to concentrate.
- Physical and Psychological dependence.
- Brain and nervous system damage.
- Liver damage.
- Digestive problems (gastric ulcer).
- Higher likelihood of stroke.
- Coronary problems.
- Disease of pancreas and kidneys.
- Spontaneous abortion and birth defects in children of heavily drinking women.
- Decreased sexual functioning.
- Increased cancers of the mouth, tongue, pharynx, esophagus, rectum, breast, and malignant melanoma.
- Pancreatitis.

#### **SIGNS AND SYMPTOMS OF POSSIBLE ALCOHOL MISUSE:**

- Dulled mental processes.
- Lack of coordination.
- Odor of alcohol on breath.
- Possible constricted pupils.
- Sleepy or stuporous condition.
- Slowed reaction rate.
- Slurred speech.

A person operating a motor vehicle while using alcohol is likely to experience the following under even minute amounts of alcohol. These reactions increase in intensity with blood alcohol level.

- Impaired reaction time and motor coordination.
- Tendency to take unnecessary risks.
- Reduced concentration.
- Possibility of reacting with anger toward motorists.
- Euphoric high followed by a period of stuporous inactivity.
- Visual distortion.

## **12.2 Use of Prohibited Drugs: Effects on Health and Personal Life:**

It is the concern of all that employees report to work "Fit for duty" and remain fit throughout the workday in order to perform in a safe, efficient, and productive manner.

### **SIGNS AND SYMPTOMS OF PROHIBITED DRUG USE:**

- Dilated or constricted pupils.
- Hyper-excitability, restlessness.
- Increased heart rate and blood pressure.
- Heart palpitations and irregular beats.
- Profuse sweating.
- Rapid respiration.
- Confusion.
- Panic.
- Talkativeness.
- Inability to concentrate.
- Heightened aggressive behavior.

### **CHRONIC AND LONG-TERM EFFECTS:**

- Slowed reaction time.
- Addiction.
- Infections.
- Loss of appetite.
- Changes in normal breathing.
- Irregular heartbeat.
- Loss of coordination.

A person performing a safety-sensitive function while under the influence of prohibited drugs is likely to experience one or several of the following:

- A likelihood of being more accident-prone.
- Over-estimation of performance capabilities.
- Reduced concentration.
- Impaired motor coordination.
- Mental and physical fatigue.
- Tendency to take unnecessary risks.

## **Prescription Drugs**

*CITYBUS has a responsibility for each employee's safety and safety of his/her co-workers. Some medications have warning "...may cause drowsiness – caution in operating equipment or driving restrictions..." It should be clearly understood that such medication may endanger an employee, fellow worker and/or the public, when an employee takes medication that will impair his/her ability to perform their job responsibilities.*

*It is the responsibility of all employees taking medication(s) to obtain a statement from their physician stating using medication will not impair their job performance.*

*This is to inform employees of the potential dangers associated with prescription and over the counter medication.*

*While the use of legally prescribed drugs and non-prescription medications are not prohibited, employees must understand they have a responsibility to notify their supervisor if they are taking any medication which indicates that mental functioning, motor skills, or judgement may be adversely affected. A legally prescribed drug is one written for you by a licensed physician. This information is being implemented under independent CITYBUS authority.*

*Also, it is encouraged that you make sure your physician is fully aware of your medical history and any other drug you are currently taking. Read warning labels and take medications exactly as prescribed. Make sure you understand the need to notify your supervisor if you are taking medication that may adversely affect your performance.*

*Employees should consult with their physician or pharmacist regarding over-the-counter medication and check the alcohol content of medications.*



## APPENDIX 1

### SAFETY-SENSITIVE AND NON-SAFETY-SENSITIVE POSITIONS

#### Appendix 1.1 *Union Positions*

| DEPARTMENT         | CLASSIFICATION                | Safety-Sensitive |          |
|--------------------|-------------------------------|------------------|----------|
|                    |                               | YES              | NO       |
|                    |                               |                  |          |
| <b>OPERATIONS</b>  | <b>Bus Operators</b>          | <b>x</b>         |          |
|                    | <b>Access Operators</b>       | <b>x</b>         |          |
|                    |                               |                  |          |
| <b>MAINTENANCE</b> | <b>Mechanics (All Levels)</b> | <b>x</b>         |          |
|                    | <b>Utility Personnel</b>      | <b>x</b>         |          |
|                    | <b>Cleaners</b>               |                  | <b>x</b> |
|                    |                               |                  |          |

## Appendix 1.2

*Non-Union Positions*

| CLASSIFICATION/TITLE                | SAFETY SENSITIVE |          | MGMT TESTING |
|-------------------------------------|------------------|----------|--------------|
|                                     | YES              | NO       | YES          |
| <b>CEO</b>                          |                  | <b>X</b> | <b>X</b>     |
| <b>CFO</b>                          |                  | <b>X</b> | <b>X</b>     |
| <b>Maintenance-Fleet Manager</b>    | <b>X</b>         |          | <b>X</b>     |
| <b>Operations Manager</b>           | <b>X</b>         |          | <b>X</b>     |
| <b>Assistant Operations Manager</b> | <b>X</b>         |          | <b>X</b>     |
| <b>Facilities Manager</b>           | <b>X</b>         |          | <b>X</b>     |
| <b>Operations Supervisor</b>        | <b>X</b>         |          | <b>X</b>     |
| <b>Street Supervisor</b>            | <b>X</b>         |          | <b>X</b>     |
| <b>Dispatcher</b>                   | <b>X</b>         |          | <b>X</b>     |
| <b>Access Dispatcher</b>            | <b>X</b>         |          | <b>X</b>     |
| <b>Information Clerk</b>            |                  | <b>X</b> | <b>X</b>     |
| <b>Executive Secretary</b>          |                  | <b>X</b> | <b>X</b>     |
| <b>Bookkeeper/Clerk</b>             |                  | <b>X</b> | <b>X</b>     |

## APPENDIX 2

Identification of the professional resources involved in CityBus Anti-Drug and Alcohol Misuse Prevention Program

### **Medical Review Officers (MRO)**

Dr. Stephen Kracht  
PO Box 25903  
Overland Park KS 66225  
765-446-2450

### **DHHS-Certified Laboratory**

Alere Toxicology (primary)  
1111 Newton Street  
Gretna, LA  
800-433-3823

### **Designated Drug and Alcohol Testing Location**

Franciscan Working Well  
3218 Daugherty Drive, Suite 140  
Lafayette IN 47909  
765-502-4190

Regional Occupational Care Center, (ROCC)  
1321 Unity Place, Suite A  
Lafayette, IN 47905  
765-446-2450

### **Substance Abuse Professionals (SAP)**

Lisa Werth, Clinical Director  
CALLA Collaborative Health  
Lafayette Business Tower  
133 N 4<sup>th</sup> Street - 2<sup>nd</sup> Floor, Suite 204  
Lafayette IN 47901  
765-427-5758 Direct  
765-761-2139 Appointments  
Email [lisa@callacch.com](mailto:lisa@callacch.com)

### **CITYBUS Drug & Alcohol Program Manager (DAPM):**

Dusty Sturgeon, Human Resources Coordinator

### **CITYBUS Designated Employee Representative (DER):**

Derek Streeter, Safety and Training Administrator

**Acknowledgement of GLPTC  
Anti-Drug & Alcohol Misuse Prevention Plan**

I acknowledge that I have reviewed and understand the policies and guidelines within the Anti-Drug and Alcohol Misuse Prevention Plan provided by GLPTC. I understand it is my responsibility to comply with this policy and failure to do so may result in disciplinary action, up to and including termination.

---

Printed Name

---

Signature

---

Date

## MASTER TERMS AND CONDITIONS FOR THE REMIX SOLUTION

These Terms and Conditions (“**Terms**”) together with each Order incorporating these Terms (the “**Agreement**”), are entered into as of the date of the last signature on the signature page hereto (the “**Effective Date**”) between Remix Technologies, LLC, a Delaware limited liability corporation (“**Remix**”), and NEORide, a Regional Council of Governments (COG) whose registered office is located at One Park Center Drive Suite 300, Wadsworth, OH 44281 (“**NEORide**”). The Parties intend for Remix to enter into separate Orders detailing the specifics of the Services provided for each participating agency within NEORide’s organization identified on the Order Form and hereafter designated as a “**Customer**”.

**1. DEFINITIONS.** Capitalized terms will have the meanings set forth in this Section 1, or in the section in which they are first used.

**1.1 “Authorized User”** means each of Customer’s employees, agents, personnel, contractors who are authorized to access the Remix Solution under this Agreement.

**1.2 “Customer Content”** means any content, data and information provided to Remix by or on behalf of Customer or its Authorized Users for use with the Services, including, without limitation, any Mobility Provider Data. Customer Content does not include Licensed Material, algorithmic or proprietary Resultant Data or Documentation.

**1.3 “Documentation”** means the materials describing the use and operation of the Remix Solution that are made available to Customer as written technical briefs or on <https://help.remix.com/> or such other web page as Remix may designate to Customer from time to time.

**1.4 “Intellectual Property Rights”** means any and all now known or hereafter existing intellectual property rights, including: (a) rights associated with works of authorship, including copyrights, mask work rights, and moral rights; (b) trademark or service mark rights; (c) trade secret rights; (d) patents, patent rights, and industrial property rights; (e) layout design rights, design rights, and other proprietary rights of every kind and nature other than trademarks, service marks, trade dress, and similar rights; and (f) all registrations, applications, renewals, extensions, or reissues of the foregoing, in each case in any jurisdiction throughout the world.

**1.5 “Licensed Material”** means any reports or results generated by Customer as part of the Services. Licensed Material does not include the Remix Solution or any component thereof.

**1.6 “Mobility Provider”** means an operator of a transportation or rideshare service or platform that provides or facilitates transportation by train, bus, car, bicycle, scooter or any other mode of transportation and is required to provide transportation related data and information to Customer (or its third party designees) by contract, permit or other applicable ordinance, regulation or law.

**1.7 “Mobility Provider Data”** means any data or other information made available to Remix by a Mobility Provider at the direction, or for the specific benefit, of the Customer, even if Remix’s receipt of such information is governed by its own agreement with the Mobility Provider.

**1.8 “Order”** means the service order signed by Remix and a NEORide participating agency that incorporates these Terms.

**1.9 “Remix Solution”** means the Remix software-as-a-service application identified in any Order that allows Authorized Users to access certain features and functions through a web interface.

**1.10 “Resultant Data”** means statistics, data, insights, observations, analyses, ideas and other information that does not identify any natural person and is derived from the categorization, modeling or other

processing of one (or more) data set(s), including, without limitation, data sets that include Customer Content and data of Remix's other customers.

**1.11 "Services"** means any services provided by Remix to Customer under this Agreement as described in an Order Form, including, but not limited to, provision of the Remix Solution and Professional Services.

## **2. PROVISION OF SERVICES**

**2.1 Access.** Subject to Customer's advance payment of the fees set forth in the Order ("**Fees**"), Remix will grant Customer Use Rights (as defined below) for the Remix Solution for the duration of the Term (as defined below). Customer will use commercially reasonable efforts to prevent unauthorized access to, or use of, the Remix Solution, and notify Remix promptly of any such unauthorized use known to Customer.

**2.2 Support Services.** Subject to the terms and conditions of this Agreement, Remix will exercise commercially reasonable efforts to (a) provide support for the use of the Remix Solution to Customer, (b) keep the Remix Solution operational and available to Customer, in each case in accordance with its standard policies and procedures, and (c) provide the Service in accordance with the Service Level Terms set out in Exhibit A.

**2.3 Hosting.** Remix will, at its own expense, provide for the hosting of the Remix Solution, provided that nothing herein will be construed to require Remix to provide, or bear any responsibility with respect to, any telecommunications or computer network hardware required by Customer or any Authorized User to access the Remix Solution from the Internet.

## **3. INTELLECTUAL PROPERTY**

**3.1 Use Rights.** Subject to the terms and conditions of this Agreement, Remix grants the Customer non-exclusive, non-transferable (except as permitted under Section 13.6), subscription access and use rights to the Remix Solution during the Term (as defined below), solely for Customer's internal business purposes and in accordance with the limitations (if any) set forth in the Order, (a) to access and use the Remix Solution and in accordance with the Documentation; and (b) to use and reproduce a reasonable number of copies of the Documentation solely to support Customer's use of the Remix Solution ("Use Rights"). Customer may permit any Authorized Users to access and use the features and functions of the Remix Solution as contemplated by this Agreement, provided Customer remains fully responsible for compliance by such individuals with all of the terms and conditions of this Agreement, and ensuring any use of the Services by such individuals is for the sole benefit of Customer.

**3.2 Restrictions.** Customer will not, and will not permit any Authorized User or other party to: (a) allow any third party to access the Remix Solution, Licensed Material or Documentation, except as expressly allowed herein; (b) modify, adapt, alter or translate the Remix Solution, Licensed Material or Documentation; (c) sublicense, lease, sell, resell, rent, loan, distribute, transfer or otherwise allow the use of the Remix Solution or Documentation for the benefit of any unauthorized third party; (d) reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code or the underlying ideas, algorithms, know-how, structure or organization or nonpublic APIs of the Remix Solution, except as permitted by law; (e) interfere in any manner with the operation of the Remix Solution or the hardware and network used to operate the Remix Solution; (f) modify, copy or make derivative works based on any part of the Remix Solution or Documentation; (g) access or use the Remix Solution to build a similar or competitive product or service; (h) attempt to access the Remix Solution through any unapproved interface; or (i) otherwise use the Remix Solution, Licensed Material, or Documentation in any manner that exceeds the scope of use permitted under Section 3.1 or 3.3 or in a manner inconsistent with applicable law, the Documentation, or this Agreement. Customer acknowledges and agrees that the Remix Solution will not be used, and is not licensed for use, in connection with any of Customer's time-critical or mission-critical functions. Customer will not remove, alter, or obscure any proprietary notices (including copyright and trademark notices) of Remix or its licensors on the Licensed Material or any copies thereof.

**3.3 Ownership.** As between the parties, the Customer Content, and all worldwide Intellectual Property Rights in it, is the exclusive property of Customer. All rights in and to the Customer Content not expressly granted to Remix in this Agreement are reserved by Customer. As between the parties, the Remix Solution, Licensed Materials, Documentation and Resultant Data, and all worldwide Intellectual Property Rights in each of the foregoing, are the exclusive property of Remix and its suppliers. All rights in and to the Remix Solution, Licensed Materials, Documentation and Resultant Data not expressly granted to Customer in this Agreement are reserved by Remix and its suppliers.

**3.4 License to Licensed Material.** Subject to the terms and conditions of this Agreement, Remix grants Customer a non-exclusive, non-transferable (except as permitted under Section 13.6), non-sublicensable, royalty-free and fully-paid license during the Term to use Licensed Material solely for Customer's internal business purposes and, where Customer is a governmental body, to publicly display the Licensed Material as reasonably necessary to exercise its official authority or fulfill its legal obligations, including, without limitation, to solicit public comment on information contained in Licensed Material.

**3.5 License to Customer Content; Resultant Data.** Customer grants Remix a non-exclusive, worldwide, non-transferable (except as permitted under Section 13.6), non-sublicensable (except to permitted subcontractors under Section 13.10), royalty-free and fully paid license to (a) use the Customer trademarks, service marks, and logos as required to provide the Services; (b) to use, host, store, create derivative works from, communicate, distribute and publicly display the Customer Content as required to perform the Services and improve the Remix Solution; and (c) analyze the Customer Content, combine Customer Content with other data and create Resultant Data, including, without limitation, utilizing machine learning applications and other analytical methods. Customer acknowledges that the value of the Remix Solution to Customer and Remix's ability to provide it in accordance with this Agreement are contingent on Remix's ability to operate and improve the Remix Solution based on what it learns from the Resultant Data generated in the course of delivering the Remix Solution to all Remix customers.

**3.6 Open Source.** Certain items of software may be provided to Customer with the Remix Solution and certain Licensed Materials are subject to "open source" or "free software" licenses ("**Open Source Material**"). Some of the Open Source Material is owned by third parties. Open Source Materials are not subject to the terms and conditions of Sections 3.1 or 10. Instead, each item of Open Source Materials is licensed under the terms of the end-user license that accompanies such Open Source Materials. Nothing in this Agreement limits Customer's rights under, or grants Customer rights that supersede, the terms and conditions of any applicable end user license for the Open Source Materials. If required by any license for particular Open Source Materials, Remix makes such Open Source Materials, and Remix's modifications to that Open Source Materials, available by written request at the notice address specified below.

**3.7 Third Party Products.** Certain features and functionality of the Services may rely on third party data, software, or applications ("**Third Party Products**"). Such Third-Party Products may be subject to their own terms and conditions, which will be identified to the Customer in writing before they are incorporated into the Services. If Customer does not agree to abide by the applicable terms for any such Third-Party Products, then Customer should not install or use such Third-Party Products or utilize any features or functionality of the Services that incorporate them.

**3.8 Feedback.** Customer hereby grants to Remix a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use and / or incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by Customer, including Authorized Users, relating to the Services. Remix will not identify Customer as the source of any such feedback.

#### **4. FEES AND EXPENSES; PAYMENTS**

**4.1 Fees.** In consideration for the Use Rights granted to Customer and the Services performed by Remix under this Agreement, Customer will pay to Remix the Fees. Fees shall be paid in full in advance of access,



except as otherwise provided in the Order Form in which case all Fees shall be billed at the end of the month due and payable within thirty (30) days of the date of the invoice. Customer will reimburse Remix for documented expenses that are expressly provided for in an Order Form or SOW (defined below) or that have been approved in advance in writing by Customer. Remix reserves the right (in addition to any other rights or remedies Remix may have) to discontinue the Remix Solution and suspend all Authorized Users' and Customer's Use Rights to the Services including if any Fees are more than thirty (30) days overdue until such amounts are paid in full. If Customer believes that Company has billed Customer incorrectly, Customer must contact Remix no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's accounts receivables department. Except where price is fixed under the Order Form for the Term, Remix may renegotiate with the customer's and agree an annual price increase if (i) additional features are added or improvements to features to the extent costs of providing the Services have increased, or (ii) in response to market changes such as labour costs, currency fluctuations, changes in taxes/regulations, inflation, license fees, infrastructure and administrative costs.

**4.2 Taxes.** The Fees are exclusive of all applicable sales, use, value-added and other taxes, and all applicable duties, tariffs, assessments, export and import fees, or other similar charges, and Customer will be responsible for payment of all such taxes (other than taxes based on Remix's income), fees, duties, and charges and any related penalties and interest, arising from the payment of the fees, the provision of the Services, or the license of the Remix Solution to Customer. Customer will make all payments of Fees to Remix free and clear of, and without reduction for, any withholding taxes; any such taxes imposed on payments of Fees to Remix will be Customer's sole responsibility, and Customer will provide Remix with official receipts issued by the appropriate taxing authority, or such other evidence as the Remix may reasonably request, to establish that such taxes have been paid.

**4.3 Interest.** Any amounts not paid when due will bear interest at the rate of one and one half percent (1.5%) per month, or the maximum legal rate if less, from the due date until paid.

**4.4 No obligation upon NEORide.** All fees, taxes, and/or interest as contemplated in Sections 4.1 – 4.3 are incurred by the respective Customer. NEORide incurs no cost nor is NEORide liable for any unpaid Customer cost. Prices were negotiated by NEORide for the benefit of its Members who may become subsequent Customers.

## **5. CUSTOMER CONTENT AND RESPONSIBILITIES**

**5.1 Licenses; Customer Content.** Customer will obtain all third party licenses, consents and permissions needed for Remix to use the Customer Content to provide the Services and exercise its rights under this Agreement. Customer is solely responsible for the accuracy, quality, integrity, legality, and reliability of all Customer Content.

**5.2 Customer Warranty.** Customer represents and warrants that the Customer Content and its use by Remix in accordance with this Agreement will not (a) infringe any copyright, trademark, or patent; (b) misappropriate any trade secret; (c) be deceptive, defamatory, obscene, pornographic or unlawful; (d) contain any viruses, worms or other malicious computer programming codes intended to damage Remix's system or data; and (e) otherwise violate the rights of a third party or applicable law.

**5.3 Back-ups; Security.** Customer will have the ability to export Customer Content out of the Remix Solution for the Term of the relevant Order Form and thereafter in accordance with Section 11.4. Customer acknowledges that the Remix Solution is not intended to serve as its data retention repository and that Customer is solely responsible for creating its own backup copies of any Customer Content at Customer's sole cost and expense. Customer and its Authorized Users will have access to the Customer Content and will be responsible for all changes to and/or deletions of Customer Content by Customer and the security of all usernames, passwords, API keys and other credentials required to access the Remix Solution. Customer will be responsible for any and all actions taken using Customer's accounts and passwords. If any Authorized User who has access to the Remix Solution is no longer an employee of or engaged by Customer, then Customer will immediately delete such access and otherwise terminate such Authorized User's access to the Remix Solution.

**5.4 Mobility Provider Cooperation.** Customer acknowledges that the performance of the Services (and value of the Services to Customer) may depend on Remix's receipt of data or other information or cooperation from one or more Mobility Providers. Therefore, Customer shall be responsible for taking all actions reasonably required to ensure such Mobility Providers provide such data, information or cooperation to Remix as is reasonably required for Remix to perform the Services, including, without limitation, requiring Mobility Providers to make available to Remix any and all data and information to which Customer is entitled in accordance with Remix's then applicable data specifications, and without requiring Remix to pay any additional consideration to, or sign any agreement with, the Mobility Provider that would interfere with the provision of services or grant of licenses under this agreement. Customer acknowledges and agrees that (a) Remix shall have no liability for a Mobility Provider's failure to provide such data, information or cooperation or other action or omission and (b) a Mobility Provider shall in no event be construed as a Remix supplier, contractor or agent even if Remix enters into a license or other agreement with such Mobility Provider to obtain data or information in furtherance of the Services.

## **6. RESPONSE TO PUBLIC RECORDS REQUESTS**

**6.1 Public Records Requests.** Remix will cooperate with Customer's requests to provide information that Customer requires to comply with its legal obligations under applicable public records laws. Remix agrees and understands that Customer is the sole entity that determines whether items constitute a public record under Ohio law. Notwithstanding the preceding sentence, if Customer and Remix disagree over whether a public records requests or other request for documents involves items that Remix does not consider to be a public record or contains Confidential Information, Remix may file a Declaratory Judgment Action in the Medina County Court of Common Pleas pursuant to Chapter 2721 of the Ohio Revised Code. Remix shall file its Declaratory Judgment Action within five (5) business days after receipt of Customer's written notice that requested information does not constitute Confidential Information. Customer and Remix are separately responsible for any fees incurred relative to any Declaratory Judgment action filed pursuant to this Section.

## **7. WARRANTIES AND DISCLAIMERS**

**7.1 Limited Warranty.** Remix represents and warrants that it will provide the Services and perform its other obligations under this Agreement in a professional and workmanlike manner and in substantial conformity with the Documentation. Remix's sole liability (and Customer's sole and exclusive remedy) for any breach of this warranty will be, at no charge to Customer, for Remix to use commercially reasonable efforts to correct the reported non-conformity, or if Remix determines such remedy to be impracticable, either party may terminate the portion of the Services affected by the breach of warranty and Customer will receive as its sole remedy a refund of any Fees Customer has pre-paid for use of such Services for the terminated portion of the applicable Term. The limited warranty set forth in this Section 7.1 will not apply: (i) unless Customer makes a claim within thirty (30) days of the date on which Customer first noticed the non-conformity, (ii) if the error was caused by use not in accordance with the Documentation, unauthorized modifications or third-party hardware, software or services, or (iii) to use provided on a no-charge, trial or evaluation basis.

**7.2 Disclaimer.** THE LIMITED WARRANTY SET FORTH IN SECTION 7.1 IS MADE FOR THE BENEFIT OF CUSTOMER ONLY. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 7.1, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES, LICENSED MATERIAL AND DOCUMENTATION ARE PROVIDED "AS IS," AND NEITHER REMIX NOR ITS SUPPLIERS MAKES (AND SUCH PARTIES HEREBY DISCLAIM) ANY OTHER WARRANTIES, REPRESENTATIONS, OR CONDITIONS, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF SATISFACTORY QUALITY, COURSE OF DEALING, TRADE USAGE OR PRACTICE, SYSTEM INTEGRATION, DATA ACCURACY, MERCHANTABILITY, TITLE, NO INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. REMIX DOES NOT WARRANT THAT ALL ERRORS CAN BE CORRECTED, OR THAT OPERATION OF THE REMIX SOLUTION WILL BE UNINTERRUPTED OR ERROR-FREE. REMIX SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS, THIRD-PARTY PLATFORMS, OTHER SYSTEMS OUTSIDE THE REASONABLE CONTROL OF REMIX OR THE ACCURACY, QUALITY, INTEGRITY, LEGALITY OR RELIABILITY OF MOBILITY PROVIDER DATA.

## 8. LIMITATION OF LIABILITY

**8.1 Types of Damages.** EXCEPT WITH RESPECT TO A PARTY'S LIABILITY UNDER SECTION 10, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY: INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING WITHOUT LIMITATION: LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION, OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. NOTHING IN THIS AGREEMENT SHALL LIMIT THE CUSTOMER'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT.

**8.2 Amount of Damages.** THE MAXIMUM LIABILITY OF EITHER PARTY ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT WILL NOT EXCEED THE FEES PAID BY CUSTOMER TO REMIX DURING THE TWELVE (12) MONTHS PRECEDING THE ACT, OMISSION OR OCCURRENCE GIVING RISE TO SUCH LIABILITY. IN NO EVENT WILL REMIX'S SUPPLIERS HAVE ANY LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT. NOTHING IN THIS AGREEMENT WILL LIMIT OR EXCLUDE EITHER PARTY'S LIABILITY FOR GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF A PARTY OR ITS EMPLOYEES OR AGENTS OR FOR DEATH OR PERSONAL INJURY.

**8.3 Basis of the Bargain.** The parties agree that the limitations of liability set forth in this Section 8 will survive and continue in full force and effect regardless of any failure of consideration or of an exclusive remedy. The parties acknowledge that the prices have been set and the Agreement entered into in reliance upon these limitations of liability and that all such limitations form an essential basis of the bargain between the parties.

**8.4 Nature of Claims and Failure of Essential Purpose.** The parties agree that the waivers and limitations specified in this Section 8 apply regardless of the form of action, whether in contract, tort (including negligence), strict liability or otherwise and will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

## 9. CONFIDENTIALITY

**9.1 Confidential Information.** "Confidential Information" means any code, inventions, analysis methods and products, know-how, business, technical and financial information, and any other nonpublic information of a party (the "Disclosing Party"), whether disclosed orally or in written or digital media, that it discloses to the other party (the "Receiving Party") and identifies as "confidential" or with a similar legend at the time of such disclosure or that the Receiving Party knows or should have known is the confidential or proprietary information of the Disclosing Party. The Services, Documentation and all enhancements and improvements thereto will be considered Confidential Information of Remix.

**9.2 Protection of Confidential Information.** Except as expressly authorized herein, the Receiving Party will (a) hold in confidence and not disclose any Confidential Information to third parties and (b) not use Confidential Information for any purpose other than fulfilling its obligations, and exercising its rights, under this Agreement. The Receiving Party will limit access to the Confidential Information to Authorized Users (with respect to Customer) who have a need to know such information for the purpose of the performance of the Receiving Party's obligations or exercising its rights under this Agreement, who have confidentiality obligations no less restrictive than those set forth herein, and who have been informed of the confidential nature of such information. In addition, the Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner that it protects its own proprietary information of a similar nature, but in no event with less than reasonable care. At the Disclosing Party's request or upon termination or expiration of this Agreement, the Receiving Party will return to the Disclosing Party or destroy (or permanently erase in the case of electronic files) all copies of the Confidential Information that the Receiving Party does not have a continuing right to use under this Agreement, and the Receiving Party will, upon request, certify to the Disclosing Party its compliance with this sentence.

**9.3 Exceptions.** The confidentiality obligations set forth in Section 9.2 will not apply to any information that (a) is at the time of disclosure or becomes generally available to the public through no fault of the Receiving Party; (b) is lawfully provided to the Receiving Party by a third party free of any confidentiality duties or obligations; (c) was already known to the Receiving Party at the time of disclosure free of any confidentiality duties or obligations; or (d) the Receiving Party can demonstrate, by clear and convincing evidence, was independently developed by employees and contractors of the Receiving Party who had no access to the Confidential Information. In addition, the Receiving Party may disclose Confidential Information (i) to the extent that such disclosure is necessary for the Receiving Party to enforce its rights under this Agreement or is required by law (including, without limitation, public records laws) or by the order of a court or similar judicial or administrative body, provided that (to the extent legally permissible) the Receiving Party promptly notifies the Disclosing Party in writing of such required disclosure to the extent permitted by law, cooperates with the Disclosing Party if the Disclosing Party seeks an appropriate protective order, discloses no more information that is legally required, and in the case of disclosure required by public records laws, Customer agrees to afford all confidentiality protections available under applicable law to such Confidential Information of Remix prior to disclosing it pursuant to such laws, including, without limitation, by providing Remix notice of freedom of information requests for such Confidential Information, the opportunity to object to Customer's disclosure thereof, and notice of Customer's disclosure determinations; and (ii) to its attorneys, accountants, professional advisors, and actual or potential lenders, investors or acquirers so long as such parties are bound by confidentiality obligations no less restrictive than those set forth herein.

## **10. INDEMNIFICATION**

**10.1 By Remix.** Remix will defend at its expense any claim brought against Customer insofar as such claim is based on a claim by any third party alleging that the Remix Solution infringes such third party's patent, copyright or trademark rights under applicable laws of any jurisdiction within the United States of America, and will indemnify and hold harmless Customer from and against any damages, expenses and costs finally awarded against Customer or agreed in settlement by Remix (including reasonable attorneys' fees and costs) resulting from such claim. If any portion of the Remix Solution becomes, or in Remix's opinion is likely to become, the subject of a claim of infringement, Remix may, at Remix's option: (a) procure for Customer the right to continue using the Remix Solution; (b) replace the Remix Solution with non-infringing software or services which do not materially impair the functionality of the Remix Solution; (c) modify the Remix Solution so that it becomes non-infringing; or (d) terminate this Agreement and refund any unused prepaid Fees for the remainder of the term then in effect, and upon such termination, Customer will immediately cease all use of the Remix Solution and Documentation. Notwithstanding the foregoing, Remix will have no obligation under this Section 10.1 or otherwise with respect to any infringement claim based upon (i) any use of the Remix Solution not in accordance with this Agreement or as specified in the Documentation; (ii) any use of the Remix Solution in combination with other products, equipment, software or data not supplied by Remix; (iii) any modification of the Remix Solution by any person other than Remix or its authorized agents; or (iv) Customer's settlement or admission with respect to any claim without Remix's prior written consent (each an "**Exclusion**"). This Section 10.1 states the sole and exclusive remedy of Customer and the entire liability of Remix, or any of its officers, directors, employees, shareholders, contractors, suppliers or representatives, for infringement claims and actions.

**10.2 By Customer.** As a public institution Customer is subject to the laws of the State of Ohio, including without limitation the Ohio Constitution and applicable sections of the Ohio Revised Code. As such, (i) to the extent permitted by Ohio law, Customer agrees to be liable for the acts and omission of its officers, employees and agents engaged in the scope of their employment arising under this Agreement; and, (ii) in lieu of any obligation by Customer to indemnify Remix under this Agreement, Customer hereby agrees to be responsible for any and all liability, claims, costs, expenses or damages arising from any claim with respect to Customer's role in connection with this Agreement. The foregoing shall not be construed as an obligation to indemnify or defend Remix for damages arising out of the negligent acts of Remix, its officers, employees, agents and volunteers.

**10.3 Procedure.** Remix will promptly notify Customer in writing of any threatened or actual claim or suit; (b) Remix will have sole control of the defense or settlement of any claim or suit; and (c) Customer will cooperate with Remix to facilitate the settlement or defense of any claim or suit.

## 11. TERM AND TERMINATION

**11.1 Term.** Unless otherwise stated in the applicable Order Form, the term of this Agreement will begin on the Effective Date set out in the Order Form and continue in full force and effect so long as one or more Orders are in effect, unless earlier terminated in accordance with this Agreement (the "Term"). Thereafter, the Parties may renew the Agreement in writing by mutual consent. If the Agreement is not renewed by mutual consent in writing, this Agreement shall either: 1) terminate at the end of the Term in accordance with this clause 11, or 2) the parties may agree in writing a short term renewal for up to 3 additional months until a longer term renewal is executed by the parties. Notwithstanding anything to the contrary, an Order may not be terminated for convenience in the first six (6) months of such Order's term.

**11.2 Termination for Breach.** If an obligation under this Agreement or an Order is materially breached, the non-breaching party may provide written notice specifying the nature of the breach and the breaching party will have thirty (30) days from receipt of notice to cure. If not so cured, the non-breaching party may terminate the applicable Order or Orders affected by the breach by providing a second written notice of immediate termination.

**11.3 Effect of Termination.** Upon termination of this Agreement for any reason: (a) all licenses granted hereunder will immediately terminate; (b) promptly after the effective date of termination, each party will comply with the obligations to delete or return all Confidential Information of the other party, as set forth in the Section 9; provided that, for clarity, Remix is not obligated to delete or return Resultant Data; and (c) any amounts owed to Remix under this Agreement will become immediately due and payable, provided however, once a Customer terminates an Order, NEORide shall not be responsible for payment of that Customer's fees. Sections 1, 3.3-3.8, 4, 5.3, 5.4, 7.2, 8, 9, 10, 11.3, 11.4, 12 and 13 will survive termination of this Agreement for any reason.

**11.4 Data Extraction.** For sixty (60) days after the end of the Term, as applicable, Remix will make Customer Content and Licensed Materials available to Customer through the Remix Solution on a limited basis solely for purposes of Customer retrieving such Customer Content and Licensed Materials, except to the extent Remix has instructed Customer to delete it. After such period, Remix may destroy all copies of Customer Content and Licensed Materials in its possession.

## 12. CO-MARKETING.

At the request of Remix, Customer agrees to the issuance of a joint press release on a mutually agreed upon date or the 90th day from the Effective Date, whichever is earlier. Each party will have the right to approve the press release in advance, but such approval will not be unreasonably delayed or withheld. Customer also agrees to use of Customer's name and logo on Remix's web site and in Remix promotional materials. Customer agrees that Remix may disclose Customer as a customer of Remix.

## 13. MISCELLANEOUS

**13.1 Governing Law and Venue.** This Agreement and any action arising out of or related to it will be governed and interpreted by and under the laws of the State of Ohio. Customer hereby expressly consents to the exclusive jurisdiction and venue in the state and federal courts of Medina County, Ohio. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. The Customer acknowledges and agrees that the language to be used in any proceedings or claim shall be English.

**13.2 Export.** Customer agrees not to export, report, or transfer, directly or indirectly, any U.S. technical data acquired from Remix, or any products utilizing such data, in violation of the United States export laws or regulations.

**13.3 Government End-Users.** Elements of the Services are commercial computer software. If the user or licensee of the Services is an agency, department, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Services, or any related documentation of any kind, including technical data and manuals, is restricted by a license agreement or by the

terms of this Agreement in accordance with Federal Acquisition Regulation 12.212 for civilian purposes and Defense Federal Acquisition Regulation Supplement 227.7202 for military purposes. All Services were developed fully at private expense. All other use is prohibited.

**13.4 Severability.** If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will remain enforceable and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

**13.5 Waiver.** Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

**13.6 No Assignment.** Except as provided in Section 13.10, neither party will assign, subcontract, delegate, or otherwise transfer this Agreement, or its rights and obligations herein, without obtaining the prior written consent of the other party, and any attempted such assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void; provided, however, that either party may assign this Agreement in connection with a merger, acquisition, reorganization or sale of all or substantially all of its assets, or other operation of law, without any consent of the other party. The terms of this Agreement will be binding upon the parties and their respective successors and permitted assigns.

**13.7 Compliance with Law.** Customer will always comply with all international and domestic laws, ordinances, regulations, and statutes that are applicable to its purchase and use of the Services, Licensed Material and Documentation.

**13.8 Force Majeure.** Any delay in the performance of any duties or obligations of either party (except the payment of Fees owed) or failure to perform such duties or obligations will not be considered a breach of this Agreement if such delay or failure is caused by a labor dispute, shortage of materials, fire, earthquake, flood, denial of service or other cyber-attack, diminishment of telecommunications or data networks or services, refusal of a license by a government agency or any other event beyond the control of such party, provided that such party uses reasonable efforts, under the circumstances, to notify the other party of the cause of such delay and to resume performance as soon as possible.

**13.9 Independent Contractors.** Customer's relationship to Remix is that of an independent contractor, and neither party is an agent or partner of the other. Customer will not have and will not represent to any third party that it has, any authority to act on behalf of Remix.

**13.10 Subcontractors.** Remix may use the services of subcontractors and permit them to exercise the rights granted to Remix in order to provide the Services under this Agreement, provided that Remix remains responsible for (a) compliance of any such subcontractor with the terms of this Agreement and (b) for the overall performance of the Services as required under this Agreement.

**13.11 Incorporation of RFP Response and FTA Terms.** Remix agrees to abide by the terms provided in its RFP submission to NEORide, attached hereto and incorporated into and made a part of this Agreement. This includes any additional Federal clauses set forth by the Federal Transit Administration.

**13.12 Access to Records.** NEORide shall have access to any books, records, and documents of Remix that are pertinent to this Agreement for audits, examinations, excerpts, and transcripts, and copies thereof shall be furnished if requested.

**13.13 Notices.** All notices required or permitted under this Agreement must be delivered in writing, if to Remix, by emailing legal@ridewithvia.com and if to Customer by emailing the Customer Point of Contact email address listed on the Signature Page, provided, however, that with respect to any notices relating to breaches of this Agreement or termination, a copy of such notice will also be sent in writing to the other party at the address listed on the Signature Page by courier, by certified or registered mail (postage prepaid and return receipt requested), or by a nationally-recognized express mail service. Each party may change its email address and/or address for receipt of notice by giving notice of such change to the other party.

**13.14 Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument.

**13.15 Entire Agreement.** This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matters and supersedes all prior agreements, understandings and arrangements between the parties whether oral or written of any nature whatsoever with respect to such subject matters. The parties acknowledge that pursuant to current practices, standard quotation forms, purchase orders and other forms (including terms and conditions contained in catalogues) may be utilized by Customer, which forms contain terms and conditions intended to be applicable to a purchase and sale between a buyer and a vendor. The parties agree that, except as expressly provided in the Agreement, no such terms and conditions as appear on such standard forms or catalogues shall be incorporated into this Agreement, despite the fact that such forms may be utilized by representatives of one or both Parties or accepted by the other without objection. No modification of or amendment to this Agreement, or any waiver of any rights under this Agreement, will be effective unless in writing and signed by an authorized signatory of Customer and the Remix. Each party acknowledges that it has not entered into this Agreement in reliance on and shall have no remedies in respect of any representation or warranty that is not set out in this Agreement. Should this Agreement be executed in two languages, the English language version represents the understanding of both Parties. Any other version is provided as a translation. In the event of conflict between the two versions, the English language version will prevail.



**SIGNATURE PAGE TO REMIX TERMS AND CONDITIONS**

**IN WITNESS WHEREOF**, the parties to these Remix Terms and Conditions have caused them to be duly executed by their respective duly authorized representatives.

|                                       |                               |
|---------------------------------------|-------------------------------|
| <b>REMIX: REMIX TECHNOLOGIES, LLC</b> | <b>NEORide</b>                |
| _____<br>AUTHORIZED SIGNATURE         | _____<br>AUTHORIZED SIGNATURE |
| _____<br>PRINTED NAME                 | _____<br>PRINTED NAME         |
| _____<br>TITLE                        | _____<br>TITLE                |
| _____<br>DATE SIGNED                  | _____<br>DATE SIGNED          |

|   |   |
|---|---|
| <b>CUSTOMER LEGAL NAME</b>                      | <b>NEORIDE</b>  |
| <b>CUSTOMER PRINCIPAL BUSINESS ADDRESS</b>      | <b>ONE PARK CENTER DRIVE<br/>SUITE 300   WADSWORTH, OH 44281</b>    |
| <b>CUSTOMER STATE OF INCORPORATION</b>          | <b>OHIO</b>   |
| <b>CUSTOMER CONTACT INFORMATION FOR NOTICES</b> | <b>KATHERINE CONRAD<br/>330-334-6877<br/>KATHERINEC@NEORIDE.ORG</b> |

**EXHIBIT A****Service Levels**

The Services shall be available 99.9%, measured monthly, excluding holidays and weekends and scheduled maintenance. If Customer requests maintenance during these hours, any uptime or downtime calculation will exclude periods affected by such maintenance. Further, any downtime resulting from outages of third party connections or utilities or other reasons beyond Remix's control will also be excluded from any such calculation. Customer's sole and exclusive remedy, and Remix's entire liability, in connection with Service availability shall be that for each period of downtime lasting longer than one hour, Remix will credit Customer 5% of Service fees for each period of 30 or more consecutive minutes of downtime; provided that no more than one such credit will accrue per day. Downtime shall begin to accrue as soon as Customer (with notice to Company) recognizes that downtime is taking place, and continues until the availability of the Services is restored. In order to receive downtime credit, Customer must notify Company in writing within 24 hours from the time of downtime, and failure to provide such notice will forfeit the right to receive downtime credit. Such credits may not be redeemed for cash and shall not be cumulative beyond a total of credits for one (1) week of Service Fees in any one (1) calendar month in any event. Company will only apply a credit to the month in which the incident occurred. Company's blocking of data communications or other Service in accordance with its policies shall not be deemed to be a failure of Company to provide adequate service levels under this Agreement.

## Appendix A - Form of Service Order

This Service Order ( the "Order") is entered into between Remix Technologies, LLC ("Remix"), a Delaware limited liability corporation ("Company"), and [insert Agency Name] ("Customer") and will become effective as of the Effective Date (defined below in the Order).

### Scope of Services & Terms

|                               |   |
|-------------------------------|---|
| <b>Effective Date</b>         | [insert contract start date (i.e. the date the contract will be legally binding on the parties)]  |
| <b>Commitment Term</b>        | <b>YEARS</b> <ul style="list-style-type: none"> <li>DATE: XXXX to XXXX</li> </ul>   |
| <b>Remix Platform License</b> | <b>Total Contract Value: \$          USD / YEARS</b> <ul style="list-style-type: none"> <li>\$          USD per year based on a total fixed route fleet of</li> </ul> <b>Includes:</b> <ul style="list-style-type: none"> <li>Remix [insert products] licenses for an unlimited number of users within the Customer's organization.</li> <li>Software as a Service (SaaS): fully hosted, cloud-based web platform.</li> <li>[insert Remix product] with continuous improvements released throughout the course of the contract</li> </ul> |
| <b>Marketing Terms</b>        | Willingness to work with Remix to develop a case study, mutually agreeable press release, ability to use Customer as a reference.   |
| <b>Additional Services</b>    | Customer acknowledges that additional services, such as access to Company's (including its affiliates) proprietary technology platform used to establish, monitor, operate and/or manage fixed-route and demand responsive transit networks, may be added to this Agreement at an additional cost during the Term.  |
| <b>Payment Terms</b>          | Fees invoiced annually in advance of access, payable in 30 days from the date of invoice.   |

*This order shall be governed by the terms and conditions set forth in the MASTER TERMS AND CONDITIONS FOR THE REMIX SOLUTION between Remix and NEORide , dated as of [ ] (the "Terms"). Terms used herein and not otherwise defined shall have the meaning set forth in the Terms. By signing below, the parties agree to the Terms. Remix and [AGENCY] acknowledge and agree that NEORide incurs no additional cost nor is NEORide liable for any unpaid [AGENCY] fee as specified in the Order or Appendix B.*

*Signatures on the following page.*

**[Agency Name]**

**Remix Technologies, LLC**

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

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

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_  
\_\_\_\_\_

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

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

Billing Contact Name: \_\_\_\_\_ Email: \_\_\_\_\_ Phone: \_\_\_\_\_

GREATER LAFAYETTE PUBLIC TRANSPORTATION CORPORATION

CONSIDERTATION TO PURCHASE ROUTE PLANNING SERVICES

The Greater Lafayette Public Transportation Corporation TIP includes plan for software spending. Section 5307 funds to be obligated towards the purchase of Remix Fixed Route & On-Demand Planning and Scheduling Services.

|                                    | Year 1   | Year 2   | Year 3   | Total     |
|------------------------------------|----------|----------|----------|-----------|
| Installation Fee                   | \$4,950  | \$0      | \$0      | \$4,950   |
| Annual Fee: 3-Year Contract        | \$54,500 | \$57,000 | \$60,000 | \$171,500 |
| <b>Total Cost: 3-Year Contract</b> | \$59,450 | \$57,000 | \$60,000 | \$176,450 |

Award made using base price, final purchase price may be more but not to exceed \$200,000.

CITY BUS --- CLAIMS LISTING FOR  
OCTOBER 27, 2022 THROUGH NOVEMBER 30, 2022

| Claims UNDER \$20,000 (For Board to select 5 or more for audit) |                               |                      |             |
|---|-------------------------------|----------------------|-------------|
| CLAIM#  | VENDOR NAME                   | CLAIM REASON         | AMOUNT      |
| 39002   | CITY OF W. LAFAYETTE          | UTILITIES            | \$127.20    |
| 39003   | T-MOBILE                      | UTILITIES            | \$669.77    |
| 39004   | STAPLES                       | SUPPLIES             | \$985.58    |
| 39005   | LEVEL365                      | UTILITIES            | \$1,072.06  |
| 39007   | DUKE ENERGY                   | UTILITIES            | \$14,209.03 |
| 39008   | DELTA DENTAL                  | INSURANCE            | \$4,852.06  |
| 39009   | STREETER, DEREK               | TRAVEL REIMBURSEMENT | \$862.86    |
| 39010   | CENTER POINT ENERGY           | UTILITIES            | \$4,960.52  |
| 39011   | CITY OF LAFAYETTE             | UTILITIES            | \$386.25    |
| 39012   | ACCIDENT FUND                 | INSURANCE            | \$11,178.40 |
| 39013   | CRYSTAL CLEAN                 | INVENTORY            | \$817.74    |
| 39014   | CUMMINS SALES & SERVICE       | INVENTORY            | \$13,334.47 |
| 39015   | EVERSIDE HEALTH               | INSURANCE            | \$8,526.12  |
| 39016 **  | FAIRMOUNT DOOR CORP           | CAPITAL ITEM         | \$325.00    |
| 39017   | FINISHMASTER                  | INVENTORY            | \$541.76    |
| 39018   | FRANCISCAN WORKING WELL       | CONTRACTUAL SERVICE  | \$1,075.00  |
| 39019 **  | GILLIG                        | CAPITAL ITEM         | \$6,316.46  |
| 39020   | GWYN NEWSOME                  | CONTRACTUAL SERVICE  | \$1,162.50  |
| 39021   | GRAN-IT CONSULTING            | CONTRACTUAL SERVICE  | \$3,390.00  |
| 39022 **  | HINSHAW ROOFING & SHEET METAL | CAPITAL ITEM         | \$527.01    |
| 39023 **  | INDOFF                        | CAPITAL ITEM         | \$2,147.50  |
| 39024   | ISOLVE                        | CONTRACTUAL SERVICE  | \$225.00    |
| 39025   | JIMS GARAGE                   | CONTRACTUAL SERVICE  | \$780.00    |
| 39026 **  | KIRKS AUTOMOTIVE              | CAPITAL ITEM         | \$2,400.00  |
| 39027   | LAFAYETTE ELECTRONIC SUPPLY   | SUPPLIES             | \$24.95     |
| 39028 **  | LH INDUSTRIAL SUPPLIES        | CAPITAL ITEM         | \$1,417.52  |
| 39029   | UNITED HEALTHCARE             | INSURANCE            | \$2.40      |
| 39030   | NAPA                          | INVENTORY            | \$2,562.58  |
| 39031   | NEW BEGINNINGS EAP            | EAP PROGRAM          | \$306.00    |
| 39032   | PARADIGM                      | CONTRACTUAL SERVICE  | \$9,150.00  |
| 39033   | RELIABLE TRANSMISSION SERVICE | CONTRACTUAL SERVICE  | \$6,250.00  |
| 39034 **  | SCHOMERS PLUMBING & HEATING   | CAPITAL ITEM         | \$284.44    |
| 39035 **  | STEVES OVERHEAD DOORS         | CAPITAL ITEM         | \$717.20    |
| 39036   | THE AFTERMARKET PARTS CO      | INVENTORY            | \$404.18    |
| 39037   | WINTEK                        | CONTRACTUAL SERVICE  | \$150.00    |
| 39038   | SMITH, BRYAN                  | TRAVEL REIMBURSEMENT | \$122.36    |
| 39039   | FRONTIER                      | UTILITIES            | \$352.54    |
| 39040   | COMCAST                       | UTILITIES            | \$330.15    |
| 39041   | CENTER POINT ENERGY           | UTILITIES            | \$224.33    |
| 39042   | CITY OF LAFAYETTE             | UTILITIES            | \$232.94    |
| 39043   | STATE BOARD OF ACCOUNTS       | AUDIT FEES           | \$150.00    |
| 39044   | CINTAS                        | UNIFORMS             | \$1,258.82  |
| 39045   | SUPERFLEET                    | CREDIT CARD-GASOLINE | \$2,422.40  |
| 39046   | STANDARD INSURANCE            | INSURANCE            | \$9,902.68  |
| 39047   | DELTA DENTAL                  | INSURANCE            | \$4,305.27  |
| 39048   | MICROSOFT                     | CONTRACTUAL SERVICE  | \$639.84    |
| 39049   | CINTAS                        | UNIFORMS-LEASED      | \$1,269.54  |
| 39050   | LEVEL365                      | UTILITIES            | \$1,031.81  |
| 39051   | CORPORATE CREDIT CARDS        | CREDIT CARD          | \$18,436.97 |
| 39052 **  | STAPLES                       | CAPITAL ITEM         | \$378.66    |
| 39053 **  | CUMMINS SALES & SERVICE       | CAPITAL ITEM         | \$648.58    |
| 39054 **  | MIDWEST TRANSIT EQUIPMENT     | CAPITAL ITEM         | \$1,502.07  |
| 39055   | AGAVE HR PARTNERS             | CONTRACTUAL SERVICE  | \$5,840.00  |
| 39056 **  | THE AFTERMARKET PARTS CO      | CAPITAL ITEM         | \$17,584.76 |
| 39057   | BALL EGGLESTON                | ATTORNEY FEES        | \$770.50    |
| 39058   | BEST ONE TIRE SVC             | SUPPLIES             | \$27.00     |
| 39059 **  | CHASTAIN & ASSOCIATES         | CAPITAL ITEM         | \$189.25    |
| 39060   | CINTAS-LEASE UNIFORMS         | CONTRACTUAL SERVICE  | \$1,474.14  |

\* PREPAID ITEM

\*\* 80% FTA FUNDED

CITY BUS --- CLAIMS LISTING FOR  
OCTOBER 27, 2022 THROUGH NOVEMBER 30, 2022

**Claims UNDER \$20,000 (For Board to select 5 or more for audit)**

| CLAIM#   | VENDOR NAME                    | CLAIM REASON         | AMOUNT      |
|----------|--------------------------------|----------------------|-------------|
| 39061    | FRANKLIN PEST CONTROL          | CONTRACTUAL SERVICE  | \$154.00    |
| 39062    | HYDROGEN FUEL CELL BUS COUNCIL | MEMBERSHIP DUES      | \$2,000.00  |
| 39063 ** | KIRKS AUTOMOTIVE               | CAPITAL ITEM         | \$1,250.00  |
| 39064    | LH INDUSTRIAL SUPPLIES         | SUPPLIES             | \$934.11    |
| 39065    | MULHAUPT                       | TRAVEL REIMBURSEMENT | \$716.50    |
| 39066 ** | NORTH MECHANICAL               | CAPITAL ITEM         | \$846.24    |
| 39067    | OLSTEN STAFFING                | TEMPORARY EMPLOYMENT | \$14,006.86 |
| 39068    | PLYMATE                        | CONTRACTUAL SERVICE  | \$236.25    |
| 39069    | REPUBLIC SERVICE               | CONTRACTUAL SERVICE  | \$166.40    |
| 39070    | SAFE HIRING SOLUTIONS          | CONTRACTUAL SERVICE  | \$81.85     |
| 39071    | STEVE'S OVERHEAD DOORS         | SUPPLIES             | \$30.00     |
| 39072    | TRIPSPARK                      | CONTRACTUAL SERVICE  | \$399.16    |
| 39073    | VALENTIN, ANGEL                | TRAVEL REIMBURSEMENT | \$27.99     |
| 39075    | WURTH                          | SUPPLIES             | \$364.42    |
| 39076    | GINN, JULIE                    | TRAVEL REIMBURSEMENT | \$279.83    |

**TOTAL: 192,729.78**

**Claims OVER \$20,000 (For Board approval)**

|          |                    |              |              |
|----------|--------------------|--------------|--------------|
| 39006    | UNITED HEALTHCARE  | INSURANCE    | \$114,129.32 |
| 39074 ** | WINTEK             | CAPITAL ITEM | \$21,123.70  |
| 39077    | CONSTELLATION      | UTILITIES    | \$22,503.65  |
| 39078 ** | SIMON CONSTRUCTION | CAPITAL ITEM | \$31,873.00  |
| 39079 ** | WINTEK             | CAPITAL ITEM | \$42,889.17  |
| 39080    | TRAVELERS          | INSURANCE    | \$39,114.20  |

**TOTAL: \$271,633.04**

**CLAIMS TOTAL: \$464,362.82**

- 1) Please sign blue claims form for all vendors listed over \$20,000.00
- 2) Please review the above list of claims. Select 5 or more for review at the following months Board meeting.

**Please sign/initial: \_\_\_\_\_**

- 3) Reviewing invoices from the prior month:  
Please sign& date Board Approval line stamped on all invoices under \$20,000.00.

\* PREPAID ITEM

\*\* 80% FTA FUNDED

# **CEO REPORT TO GLPTC BOARD OF DIRECTORS**

**MEETING DATE: NOVEMBER 29, 2023**

## **CEO**

After a few weeks of discussions with mechanics and Union leadership, the Union held a vote on a proposed amendment to the CBA to increase wages for the maintenance employees. This is one of the topics of our Executive Session and will be up for Board consideration.

I attended a GLC event where a local business startup called FiberGlobal presented on a new product that produces a construction panel material from recycled cardboard. After seeing the presentation, I spoke with a company representative, and we have started allowing them to collect our cardboard for recycling.

This month, I met with Superintendents from LSC and TSC, as well as the Chancellor for Ivy Tech. We discussed a wide range of topics, but of note, I've volunteered one of our decommissioned buses to the Career Academy, and hope to work with them on creating a path for students to learn to be Bus Mechanics.

We kicked off our Low-No Emissions grant program on November 14<sup>th</sup> with our project partners, CTE, New Flyer, and Linde. We have established a project timeline, and are working with each partner on next steps.

On a personal note, I met with executive committee members from the Legal Aid Board, and they are nominating me to a position on the Board, filling a vacancy from our own Mike Gibson, who is stepping down at the end of the year.

## **FINANCE**

- Evaluated credit card providers in terms of credit, expense reporting, and GL reporting. Will try the selected card before converting.
- The team has been working on fixed asset reconciliation; will complete it by year end.
- The finance department has developed a new grant summary report with improved visibility and simplicity.
- Has requested the benefit vendor to conduct annual billing reconciliations; will be completed by year end.
- Reviewed AP balances; discussed with Crowe regarding old AP entries on the book (>3 years issues); Will clean up the balance with the auditors' consent.
- Worked with internal and external sources on Low-No grant kick off. Will continue to support the project related to FTA matters. Will continue to explore future competitive grant opportunities.
- Reviewed and retrained the team on last year financial audit; the team will prepare 2023 YE accordingly.
- Submitted 2023 second DBE report; Submitted quarterly FTA reports.

## **HUMAN RESOURCES**



- Launched open enrollment for all employees on 11-16-23. Open enrollment will run until 11-30-23.
- Attended FTA Drug and Alcohol training for post-accident scenarios.
- Hosted vaccine clinic for all employees to receive flu and covid shots.
- Promoted two Bus Operators to Dispatcher
- Hired a new Administrative Assistant and starting November 27<sup>th</sup>.
- Hired two C-Level Mechanics, one external, one internal promotion
- Actively looking for a full-time Utility Worker

## **MAINTENANCE**

- Transmission replacement for 6001
- Accident repair for 1705 in progress
- Steering gear for 4009
- Maintenance barn floor scrubber parts should arrive ASAP.

## **OPERATIONS**

- Continuing with NTD ridership sampling this week.
- Two dispatch positions have been filled (1) AM Dispatch 4am to 2 PM and (2) Weekend Dispatch Friday through Monday. Dispatch is complete. Only one of the new dispatchers will need to be trained. Both came from the driving pool.
- Finished up on the Disciplinary points reevaluation from CBA Handbook. Ready to give to B. Smith this week for approval.

## **CUSTOMER EXPERIENCE**

- Construction related to parking lot paving at the West Lafayette is wrapping up and has included the addition of three sawtooth bays for bus routes servicing this stop. A solar wayside sign has also been placed at this stop. Additional improvements such as designated route signage, seating, and shelters is being considered.
- Upgraded wayside signage at the CityBus Center continues. The pilot sign was determined to be successful and approximately half of the remaining sign will be replaced soon. The remaining signs will be replaced in the coming months as additional signage can be procured. Upon completion, all wayside signs at the CBC will be solar powered with enhanced ADA annunciator capabilities.
- Ongoing bus stop improvement project at six locations across the service area continues with most concrete work completed. The installation of shelters and ADA accessible amenities is planned in quarter 1 of 2024.

## **SAFETY**

- Partnering with Charlie Vaught of Gregory & Appel to draw upon risk management resources towards enhancing our safety culture – Toolbox talks and OSHA Mock Inspections are some examples.
- Preliminary stages of potential electronic mirror pilot project. Purdue and LTAP as possible partners.
- Drafting of Emergency Response Plan in support of Hydrogen Fuel Cell Bus rollout.
- Updating PTASP.

## **TRAINING**

- Working with staff partners to organize a February 5, 2024 New Operator Class. Hoping for 12-15 new operators.
- Completed Reasonable Suspicion Training for Supervisors. One staff member and 3 dispatchers were trained.
- Trained 1 Access Operator and delivered to Access Department.
- Trained 1 Operator who transitioned from Dispatch to Operator. Delivered to Operations.
- Investigating Maintenance Apprenticeship Training Curriculum provided by a company who I met with at the APTA Expo. Waiting for internal staff schedules to align before proceeding.

**Payroll Total for                      Oct-23                      \$                      942,588.09**

| <b>Summary</b>            | Pay Date<br>10/6/2023 | Pay Date<br>10/20/2023 | Board<br>Members | Grand Total  |
|---------------------------|-----------------------|------------------------|------------------|--------------|
| Gross Wages               | \$358,178.17          | \$351,907.67           | \$200.00         | \$710,285.84 |
| Employer Taxes            | \$26,777.15           | \$26,174.77            |                  | \$52,951.92  |
| Employer Fringe Benerfits | \$89,994.73           | \$89,355.60            |                  | \$179,350.33 |
| Total Payroll             | \$474,950.05          | \$467,438.04           | \$200.00         | \$942,588.09 |

| <b>Employer Details</b>   | Pay Date<br>10/6/2023 | Pay Date<br>10/20/2023 | Total        |
|---------------------------|-----------------------|------------------------|--------------|
| Employer Taxes:           |                       |                        |              |
| FICA/Medicare             | \$26,484.16           | \$25,901.11            | \$52,385.27  |
| SUTA                      | 292.99                | 273.66                 | 566.65       |
|                           | \$26,777.15           | \$26,174.77            | \$52,951.92  |
| Employer Fringe Benefits: |                       |                        |              |
| PERF Contributions        | \$37,582.51           | \$37,248.65            | \$74,831.16  |
| Health/Dental/Vision/Life | \$49,457.92           | \$49,578.24            | \$99,036.16  |
| HAS Contributions         | \$0.00                | \$0.00                 | \$0.00       |
| Other Fringes             | \$2,954.30            | \$2,528.71             | \$5,483.01   |
|                           | \$89,994.73           | \$89,355.60            | \$179,350.33 |

Oct 2023  
**PROFIT AND LOSS STATEMENT**  
GREATER LAFAYETTE PUBLIC TRANSPORTATION CORPORATION

| OPERATING REVENUE  | Oct-23        | Oct-22        | %DIFF/MO | YTD2023         | YTD2022         | %DIFF   | BUDGETED     |
|--------------------|---------------|---------------|----------|-----------------|-----------------|---------|--------------|
| PASSENGER FARES    | \$ 133,384.79 | \$ 719,302.01 | -81.46%  | \$ 2,162,890.86 | \$ 2,746,854.15 | -21.26% | \$ 2,993,912 |
| ADVERTISING INCOME | (1,229.33)    | 14,924.04     | -108.24% | 185,966.42      | 202,298.60      | -8.07%  | 239,728      |
| INTEREST INCOME    | 46,248.90     | 7,653.43      | 504.29%  | 279,970.20      | 42,019.95       | 566.28% | 23,048       |
| MISC. INCOME       | 6,391.71      | 857.09        | 645.75%  | 70,540.99       | 419,178.20      | -83.17% | 200,000      |
|                    | \$ 184,796.07 | \$ 742,736.57 | -75.12%  | \$ 2,699,368.47 | \$ 3,410,350.90 | -20.85% | \$ 3,456,688 |

|               |         |         |       |           |           |        |
|---------------|---------|---------|-------|-----------|-----------|--------|
| REVENUE MILES | 176,073 | 171,974 | 2.38% | 1,515,692 | 1,522,289 | -0.43% |
| REVENUE HOURS | 14,304  | 13,390  | 6.83% | 121,393   | 118,032   | 2.85%  |

| OPERATING EXPENSE       | Oct-23        | Oct-22        | %DIFF/MO  | YTD2023         | YTD2022         | %DIFF   | BUDGETED     | BALANCE        | CPM/M | CPM/Y |
|-------------------------|---------------|---------------|-----------|-----------------|-----------------|---------|--------------|----------------|-------|-------|
| PERSONNEL               |               |               |           |                 |                 |         |              |                |       |       |
| OPERATOR WAGES          | \$ 524,400.82 | \$ 475,876.97 | 10.20%    | \$ 4,956,920.50 | \$ 4,342,795.81 | 14.14%  | \$ 5,580,833 | \$ (623,913)   | 2.98  | 3.27  |
| ADMINISTRATIVE WAGES    | 130,862.15    | 115,849.03    | 12.96%    | 1,270,943.21    | 1,266,952.80    | 0.31%   | 1,911,253    | \$ (640,310)   | 0.74  | 0.84  |
| MAINTENANCE WAGES       | 72,586.28     | 63,932.29     | 13.54%    | 637,397.11      | 648,359.95      | -1.69%  | 864,809      | \$ (227,412)   | 0.41  | 0.42  |
| FICA TAX                | 53,986.23     | 48,067.59     | 12.31%    | 517,721.33      | 459,828.24      | 12.59%  | 639,302      | \$ (121,581)   | 0.31  | 0.34  |
| PERF                    | 77,828.81     | 58,154.07     | 33.83%    | 749,055.73      | 688,252.05      | 8.83%   | 919,258      | \$ (170,203)   | 0.44  | 0.49  |
| LIFE & HEALTH INSURANCE | 110,732.28    | (3,292.71)    | -3462.95% | 1,284,819.50    | 1,477,713.74    | -13.05% | 2,173,302    | \$ (888,483)   | 0.63  | 0.85  |
| UNEMPLOYMENT INSURANCE  | 536.12        | 316.59        | 69.34%    | 24,214.91       | 31,809.26       | -23.87% | 70,000       | \$ (45,785)    | 0.00  | 0.02  |
| WORK COMP INSURANCE     | -             | -             | 0.00%     | 77,683.00       | 42,204.00       | 84.07%  | 79,439       | \$ (1,756)     | 0.00  | 0.05  |
| UNIFORMS                | 3,728.41      | 5,136.07      | -27.41%   | 27,698.42       | 34,738.68       | -20.27% | 54,958       | \$ (27,259)    | 0.02  | 0.02  |
| FRINGE BENEFITS         | 10,711.57     | 51,833.88     | -79.33%   | 100,354.00      | 217,744.50      | -53.91% | 51,251       | \$ 49,103      | 0.06  | 0.07  |
|                         | 985,372.67    | 815,873.78    | 20.78%    | 9,646,807.71    | 9,210,399.03    | 4.74%   | 12,344,406   | \$ (2,697,598) |       |       |

|                           |           |            |          |            |              |          |           |              |      |      |
|---------------------------|-----------|------------|----------|------------|--------------|----------|-----------|--------------|------|------|
| COMMODITIES               |           |            |          |            |              |          |           |              |      |      |
| DIESEL FUEL               | 14,719.46 | 36,160.43  | -59.29%  | 147,237.56 | 175,946.66   | -16.32%  | 247,734   | \$ (100,497) | 0.08 | 0.10 |
| CNG FUEL                  | 31,568.10 | 49,813.66  | -36.63%  | 348,959.89 | 366,868.82   | -4.88%   | 563,509   | \$ (214,549) | 0.18 | 0.23 |
| GASOLINE                  | 3,064.44  | 2,265.21   | 35.28%   | 18,768.99  | 17,908.39    | 4.81%    | 26,945    | \$ (8,176)   | 0.02 | 0.01 |
| LUBRICANTS                | 1,599.84  | 1,694.19   | -5.57%   | 37,226.22  | 28,159.02    | 32.20%   | 47,278    | \$ (10,052)  | 0.01 | 0.02 |
| REPAIR PARTS--STOCK       | 31,967.34 | 28,904.50  | 10.60%   | 293,526.62 | 314,671.15   | -6.72%   | 452,600   | \$ (159,074) | 0.18 | 0.19 |
| REPAIR PARTS--FIXED EQUIP | -         | 2,859.50   | -100.00% | 154.59     | 11,711.09    | -98.68%  | 10,000    | \$ (9,845)   | 0.00 | 0.00 |
| TIRES & BATTERIES         | 583.36    | 322.00     | 81.17%   | 14,346.56  | 8,816.87     | 62.72%   | 13,621    | \$ 725       | 0.00 | 0.01 |
| CLEANING SUPPLIES         | 2,648.86  | 1,131.04   | 134.20%  | 19,494.69  | 19,605.81    | -0.57%   | 26,789    | \$ (7,294)   | 0.02 | 0.01 |
| BUILDING MATERIALS        | (329.18)  | -          | 0.00%    | 13,791.15  | 1,035.58     | 1231.73% | 7,500     | \$ 6,291     | 0.00 | 0.01 |
| POSTAGE & FREIGHT         | 700.11    | 111.53     | 527.73%  | 5,344.29   | 2,663.07     | 100.68%  | 5,500     | \$ (156)     | 0.00 | 0.00 |
| OFFICE SUPPLIES           | 2,243.73  | 1,861.06   | 20.56%   | 18,918.62  | 16,699.27    | 13.29%   | 20,000    | \$ (1,081)   | 0.01 | 0.01 |
| MAT & SUPP--NOT BILL.     | 9,085.65  | 11,576.10  | -21.51%  | 76,303.71  | 84,899.86    | -10.13%  | 121,672   | \$ (45,368)  | 0.05 | 0.05 |
| MAT & SUPPLIES--BILLABLE  | 67.42     | 6,392.38   | -98.95%  | 832.96     | 63,274.74    | -98.68%  | 30,000    | \$ (29,167)  | 0.00 | 0.00 |
| MAT & SUPPLIES--MAINT     | 747.95    | 64.79      | 1054.42% | 4,012.94   | 6,339.26     | -36.70%  | 10,000    | \$ (5,987)   | 0.00 | 0.00 |
|                           | 98,667.08 | 143,156.39 | -31.08%  | 998,918.79 | 1,118,599.59 | -10.70%  | 1,583,149 | \$ (584,230) |      |      |

|                           |             |            |          |              |              |          |           |              |       |       |
|---------------------------|-------------|------------|----------|--------------|--------------|----------|-----------|--------------|-------|-------|
| SERVICES & CHARGES        |             |            |          |              |              |          |           |              |       |       |
| ATTORNEY & AUDIT FEES     | 920.50      | 850.00     | 8.29%    | 71,923.00    | 58,250.00    | 23.47%   | 150,000   | \$ (78,077)  | 0.01  | 0.05  |
| CONTRACT MAINTENANCE      | 43,138.87   | 38,124.28  | 13.15%   | 364,253.04   | 394,661.08   | -7.70%   | 506,440   | \$ (142,187) | 0.25  | 0.24  |
| CUSTODIAL SERVICES        | 8,788.00    | 5,408.00   | 62.50%   | 33,360.00    | 57,961.00    | -42.44%  | 66,557    | \$ (33,197)  | 0.05  | 0.02  |
| CONTRACTUAL SERVICES      | 32,618.55   | 13,039.15  | 150.16%  | 338,769.41   | 298,093.75   | 13.65%   | 400,000   | \$ (61,231)  | 0.19  | 0.22  |
| UTILITIES--TELEPHONE      | 1,415.28    | -          | 0.00%    | 7,308.49     | 5,370.20     | 36.09%   | 8,026     | \$ (717)     | 0.01  | 0.00  |
| UTILITIES--ELECTRIC       | 4,970.04    | 21,943.85  | -77.35%  | 55,948.04    | 70,324.63    | -20.44%  | 73,249    | \$ (17,301)  | 0.03  | 0.04  |
| UTILITIES--WATER & SEWAGE | 2,550.54    | 646.42     | 294.56%  | 24,589.60    | 27,907.60    | -11.89%  | 49,346    | \$ (24,757)  | 0.01  | 0.02  |
| UTILITIES--GAS HEAT       | 201.71      | 198.38     | 1.68%    | 37,858.03    | 33,244.96    | 13.88%   | 75,000    | \$ (37,142)  | 0.00  | 0.02  |
| ADVERTISING & PROMOTION   | 19,142.00   | 4,503.00   | 325.09%  | 78,489.36    | 78,243.29    | 0.31%    | 120,000   | \$ (41,511)  | 0.11  | 0.05  |
| EXTERIOR ADVERTISING      | -           | 17,345.00  | -100.00% | 9,029.58     | 51,468.29    | -82.46%  | 45,000    | \$ (35,970)  | 0.00  | 0.01  |
| PRINTING                  | 152.98      | -          | 0.00%    | 2,238.52     | 6,485.08     | -65.48%  | 20,000    | \$ (17,761)  | 0.00  | 0.00  |
| ADVERTISING FEES          | -           | 46.62      | -100.00% | 348.03       | 2,634.88     | -86.79%  | 5,540     | \$ (5,192)   | 0.00  | 0.00  |
| DUES & SUBSCRIPTIONS      | 2,680.00    | 770.00     | 248.05%  | 31,469.71    | 22,430.95    | 40.30%   | 45,385    | \$ (13,916)  | 0.02  | 0.02  |
| TRAVEL & MEETINGS         | 5,235.44    | 6,833.06   | -23.38%  | 62,864.99    | 14,875.55    | 322.61%  | 87,213    | \$ (24,348)  | 0.03  | 0.04  |
| PREMIUM PL & PD INSURANCE | 38,761.97   | 17,706.76  | 118.91%  | 388,325.45   | 177,067.58   | 119.31%  | 650,000   | \$ (261,675) | 0.22  | 0.26  |
| PAYOUTS--PL & PD INS.     | 12,000.00   | 8,000.00   | 50.00%   | 105,333.32   | 80,000.00    | 31.67%   | 103,320   | \$ 2,013     | 0.07  | 0.07  |
| RECOVERY/PHYSICAL DAMAGE  | (10,763.64) | (416.65)   | 2483.38% | (112,567.19) | (9,676.71)   | 1063.28% | -         | \$ (112,567) | -0.06 | -0.07 |
| OTHER CORPORATE INS.      | -           | 8,043.99   | -100.00% | 45,011.00    | 80,439.90    | -44.04%  | 106,422   | \$ (61,411)  | 0.00  | 0.03  |
| VEHICLE REGISTRATION      | 15.00       | -          | 0.00%    | 150.00       | 60.00        | 150.00%  | 750       | \$ (600)     | 0.00  | 0.00  |
| INTEREST--SHORT TERM      | -           | -          | 0.00%    | -            | 345.03       | -100.00% | -         | \$ -         | 0.00  | 0.00  |
| BAD DEBT EXPENSE          | -           | -          | 0.00%    | 18,195.27    | -            | 0.00%    | 800       | \$ 17,395    | 0.00  | 0.01  |
| MISCELLANEOUS EXPENSE     | 3,104.20    | 7,545.67   | -58.86%  | 10,429.73    | 22,637.48    | -53.93%  | -         | \$ 10,430    | 0.02  | 0.01  |
| ACA TAXES & FEES          | -           | -          | 0.00%    | -            | -            | 0.00%    | -         | \$ -         | 0.00  | 0.00  |
| CASH (OVER)/SHORT         | (20.00)     | -          | 0.00%    | (20.00)      | (316.14)     | -93.67%  | -         | \$ (20)      | 0.00  | 0.00  |
|                           | 164,911.44  | 150,587.53 | 9.51%    | 1,573,307.38 | 1,472,824.54 | 6.82%    | 2,513,049 | \$ (939,742) |       |       |

|                |                 |                 |        |                  |                  |       |               |                |      |      |
|----------------|-----------------|-----------------|--------|------------------|------------------|-------|---------------|----------------|------|------|
| TOTAL EXPENSES | \$ 1,248,951.19 | \$ 1,109,617.70 | 12.56% | \$ 12,219,033.88 | \$ 11,801,823.16 | 3.54% | \$ 16,440,604 | \$ (4,221,570) | 7.09 | 8.06 |
|----------------|-----------------|-----------------|--------|------------------|------------------|-------|---------------|----------------|------|------|

| OTHER INCOME                   | Oct-23        | Oct-22        | %DIFF/MO | YTD2023          | YTD2022         | %DIFF   | BUDGETED      |
|--------------------------------|---------------|---------------|----------|------------------|-----------------|---------|---------------|
| COUNTY PROPERTY TAX            | \$ 273,713.51 | \$ 247,645.00 | 10.53%   | \$ 2,960,677.77  | \$ 2,476,450.00 | 19.55%  | \$ 3,254,501  |
| LOCAL INCOME TAX               | 64,385.17     | 58,069.67     | 10.88%   | 712,949.01       | 601,346.70      | 18.56%  | 772,697       |
| STATE OPERATING GRANT          | -             | -             | 0.00%    | 4,353,657.00     | 2,939,142.00    | 48.13%  | 4,353,657     |
| FEDERAL OPERATING GRANT        | -             | -             | 0.00%    | -                | -               | 0.00%   | 5,302,721     |
| CARES ACT OPERATING GRANT      | -             | -             | 0.00%    | 372,304.00       | 3,173,285.00    | -88.27% | -             |
| FAMILIES FIRST COVID-19 TAX CR | -             | -             | 0.00%    | -                | -               | 0.00%   | -             |
| ALTERNATIVE FUEL TAX CREDIT    | -             | -             | 0.00%    | 195,028.50       | -               | 0.00%   | -             |
| FEDERAL PLANNING GRANT         | -             | -             | 0.00%    | 1,626,461.00     | -               | 0.00%   | -             |
| STATE/LOCAL CONTRIBUTION       | -             | -             | 0.00%    | -                | -               | 0.00%   | -             |
| TOTAL OTHER INCOME             | \$ 338,098.68 | \$ 305,714.67 | 10.59%   | \$ 10,221,077.28 | \$ 9,190,223.70 | 11.22%  | \$ 13,683,576 |

| OTHER EXPENSES              | Oct-23        | Oct-22        | YTD2023         | YTD2022         |
|-----------------------------|---------------|---------------|-----------------|-----------------|
| (GAIN)/LOSS--ASSET DISPOSAL | \$ -          | \$ (6,424.00) | \$ -            | \$ (6,424.00)   |
| INTERGOVERNMENTAL FUNDS XFE | \$ -          | \$ -          | \$ -            | \$ -            |
| DEPRECIATION EXPENSE        | 295,610.67    | 276,767.58    | 2,824,670.59    | 2,887,231.61    |
| TOTAL OTHER EXPENSES        | \$ 295,610.67 | \$ 270,343.58 | \$ 2,824,670.59 | \$ 2,880,807.61 |

|                   | Oct-23            | Oct-22          | YTD2023           | YTD2022           |
|-------------------|-------------------|-----------------|-------------------|-------------------|
| NET PROFIT/(LOSS) | \$ (1,021,667.11) | \$ (331,510.04) | \$ (2,123,258.72) | \$ (2,082,056.17) |

## REVENUE COMPARISON

### October 2023

|                                     | October 2023         | October 2022         | % DIFF         | YTD2023                | YTD2022                | YTD2023        |
|-------------------------------------|----------------------|----------------------|----------------|------------------------|------------------------|----------------|
| <b>NON-CONTRACT REVENUE</b>         |                      |                      |                |                        |                        |                |
| CASH FARES                          | \$ 18,986.25         | \$ 21,778.58         | -12.82%        | \$ 162,608.70          | \$ 180,717.35          | -10.02%        |
| TOKENS                              | 2,115.00             | 2,917.50             | -27.51%        | 19,927.00              | 17,295.50              | 15.21%         |
| REGULAR PASS                        | 11,060.00            | 14,250.00            | -22.39%        | 127,044.50             | 126,166.50             | 0.70%          |
| DAY PASS                            | 4,375.00             | 3,582.00             | 22.14%         | 31,268.00              | 22,994.00              | 35.98%         |
| ELDERLY/DISABLED                    | 2,962.00             | 2,692.00             | 10.03%         | 22,962.00              | 23,557.25              | -2.53%         |
| YOUTH PASS                          | -                    | -                    | 0.00%          | -                      | 440.00                 | -100.00%       |
| <b>TOTAL NON-CONTRACT</b>           | <b>\$ 39,498.25</b>  | <b>\$ 45,220.08</b>  | <b>-12.65%</b> | <b>\$ 363,810.20</b>   | <b>\$ 371,170.60</b>   | <b>-1.98%</b>  |
| <b>TOTAL WITH ACCESS</b>            | <b>\$ 47,868.79</b>  | <b>\$ 51,554.71</b>  | <b>-7.15%</b>  | <b>\$ 434,569.57</b>   | <b>\$ 433,801.14</b>   | <b>0.18%</b>   |
| <b>CONTRACT REVENUE</b>             |                      |                      |                |                        |                        |                |
| CAMPUS                              | \$ -                 | \$ 590,816.74        | -100.00%       | \$ 1,007,806.94        | \$ 1,646,509.58        | -38.79%        |
| IVY TECH                            | -                    | -                    | 0.00%          | 15,000.00              | 15,000.00              | 0.00%          |
| WLSC                                | -                    | -                    | 0.00%          | -                      | 79,990.90              | -100.00%       |
| APARTMENTS                          | 85,516.00            | 76,930.56            | 11.16%         | 705,514.35             | 571,552.53             | 23.44%         |
| WABASH NATIONAL                     | -                    | -                    | 0.00%          | -                      | -                      | 0.00%          |
| TRIPPERS                            | -                    | -                    | 0.00%          | -                      | -                      | 0.00%          |
| SUPPLEMENTAL SVC.                   | -                    | -                    | 0.00%          | -                      | -                      | 0.00%          |
| <b>TOTAL CONTRACT</b>               | <b>\$ 85,516.00</b>  | <b>\$ 667,747.30</b> | <b>-87.19%</b> | <b>\$ 1,728,321.29</b> | <b>\$ 2,313,053.01</b> | <b>-25.28%</b> |
| <b>AUXILIARY REVENUE</b>            |                      |                      |                |                        |                        |                |
| EXTERIOR ADVER.                     | \$ (1,229.33)        | \$ 14,924.04         | -108.24%       | \$ 185,966.42          | \$ 202,298.60          | -8.07%         |
| MISC / CONCESSIONS                  | 6,391.71             | 857.09               | 645.75%        | 70,540.99              | 419,178.20             | -83.17%        |
| <b>TOTAL AUXILIARY</b>              | <b>\$ 5,162.38</b>   | <b>\$ 15,781.13</b>  | <b>-67.29%</b> | <b>\$ 256,507.41</b>   | <b>\$ 621,476.80</b>   | <b>-58.73%</b> |
| <b>INTEREST REVENUE</b>             |                      |                      |                |                        |                        |                |
| INTEREST                            | \$ 46,248.90         | \$ 7,653.43          | 504.29%        | \$ 279,970.20          | \$ 42,019.95           | 566.28%        |
|                                     | <b>\$ 46,248.90</b>  | <b>\$ 7,653.43</b>   | <b>504.29%</b> | <b>\$ 279,970.20</b>   | <b>\$ 42,019.95</b>    | <b>566.28%</b> |
| <b>TOTAL REVENUE WITHOUT ACCESS</b> |                      |                      |                |                        |                        |                |
|                                     | October 2023         | October 2022         | % DIFF         | YTD2023                | YTD2022                | YTD2023        |
| NON-CONTRACT                        | \$ 39,498.25         | \$ 45,220.08         | -12.65%        | \$ 363,810.20          | \$ 371,170.60          | -1.98%         |
| CONTRACT                            | 85,516.00            | 667,747.30           | -87.19%        | 1,728,321.29           | 2,313,053.01           | -25.28%        |
| AUXILIARY                           | 5,162.38             | 15,781.13            | -67.29%        | 256,507.41             | 621,476.80             | -58.73%        |
| INTEREST                            | 46,248.90            | 7,653.43             | 504.29%        | 279,970.20             | 42,019.95              | 566.28%        |
|                                     | <b>\$ 176,425.53</b> | <b>\$ 736,401.94</b> | <b>-76.04%</b> | <b>\$ 2,628,609.10</b> | <b>\$ 3,347,720.36</b> | <b>-21.48%</b> |
| <b>TOTAL REVENUE WITH ACCESS</b>    |                      |                      |                |                        |                        |                |
|                                     | October 2023         | October 2022         | % DIFF         | YTD2023                | YTD2022                | YTD2023        |
| ALL SOURCES                         | \$ 176,425.53        | \$ 736,401.94        | -76.04%        | \$ 2,628,609.10        | \$ 3,347,720.36        | -21.48%        |
| ACCESS                              | 8,370.54             | 6,334.63             | 32.14%         | 70,759.37              | 62,630.54              | 12.98%         |
| <b>TOTAL REVENUE</b>                | <b>\$ 184,796.07</b> | <b>\$ 742,736.57</b> | <b>-75.12%</b> | <b>\$ 2,699,368.47</b> | <b>\$ 3,410,350.90</b> | <b>-20.85%</b> |

## BALANCE SHEET

## GREATER LAFAYETTE PUBLIC TRANSPORTATION CORPORATION

| ASSETS  | Dec-22                 | Current                | LIABILITIES  | Dec-22               | Current              |
|---|------------------------|------------------------|--|----------------------|----------------------|
| <b>CASH &amp; CASH ITEMS</b>                        |                        |                        | <b>PAYABLES</b>                                    |                      |                      |
| CASH IN BANK-GENERAL FUND                           | 7,166,614.84           | 8,250,363.90           | TRADE PAYABLES                                     | -                    | -                    |
| CASH IN PAYROLL ACCOUNT-GEN FD                      | 103,109.00             | -                      | ACCOUNTS PAYABLE                                   | 362,691.80           | (47,985.98)          |
| LEVY EXCESS FUND                                    | -                      | -                      | ACCOUNTS PAYABLE - CNG UTILITIES                   | 99,180.09            | 190,931.00           |
| WORKING FUNDS                                       | 525.00                 | -                      | <b>TOTAL PAYABLES</b>                              | <b>461,871.89</b>    | <b>142,945.02</b>    |
| UNITED HEALTHCARE HRA IMPREST-GEN FD                | -                      | -                      | <b>ACCRUED PAYROLL LIABILITIES</b>                 |                      |                      |
| HEALTHCARE IMPREST-GEN FD                           | -                      | -                      | ACCRUED WAGES PAYABLE                              | 132,655.00           | 388,506.85           |
| RAINY DAY FUND                                      | 256,256.66             | 256,256.66             | ACCR COMPENSATED ABSENCES PAYABLE                  | 276,583.24           | 276,583.24           |
| <b>TOTAL CASH &amp; CASH ITEMS</b>                  | <b>7,526,505.50</b>    | <b>8,506,620.56</b>    | DEDUCTIONS-AUTO                                    | -                    | -                    |
| <b>RECEIVABLES</b>                                  |                        |                        | UNION DUES WITHHELD                                | 1,008.10             | 2,833.35             |
| ACCOUNTS RECEIVABLE                                 | 95,134.49              | 7,901.70               | DEDUCTION-FICA/MEDICARE EE                         | -                    | -                    |
| SHOP INVENTORY                                      | -                      | -                      | DEDUCTION-UNION DUES                               | -                    | -                    |
| A/R - CITY OF LAFAYETTE                             | -                      | -                      | DEDUCTION-WELLNESS                                 | 287.45               | 203.31               |
| CONTRACT RECEIVABLE-PURDUE                          | 487,156.17             | 999,840.02             | DEDUCTION-HEALTH INSURANCE                         | 58,842.54            | (10,596.08)          |
| A/R-TICKET VENDING MACHINE COLLECTIONS              | 3,624.00               | 3,827.00               | DEDUCTION-HEALTH INS - COBRA                       | -                    | -                    |
| A/R - OFF-SITE PASS SALES COLLECTIONS               | -                      | -                      | DEDUCTION - CHARITABLE DONATIONS                   | -                    | -                    |
| ACCTS RECV-EMPLOYEE P/R WASH                        | -                      | -                      | DEDUCTION - LIBERTY NATIONAL                       | -                    | 16,321.80            |
| A/R CAPITAL GRANTS-FTA                              | 89,009.04              | 89,009.04              | DEDUCTION-GARNISHMENTS                             | -                    | 0.11                 |
| A/R OPERATING ASSISTANCE-FTA                        | 372,304.00             | 372,304.00             | DEDUCTION-UNITED WAY                               | 370.72               | 634.00               |
| A/R TAX DRAW-COUNTY/LOCAL                           | -                      | 1,094,854.04           | DEDUCTION-CABLE                                    | -                    | -                    |
| A/R GRANTS-STATE                                    | -                      | -                      | DEDUCTION-PERF EE                                  | 3,518.23             | 15,196.86            |
| A/R PLANNING ASSISTANCE-FTA                         | -                      | -                      | DEDUCTION-SUPPORT                                  | -                    | 827.50               |
| A/R OPERATING ASSISTANCE-STATE                      | -                      | -                      | DEDUCTION-INDUS CREDIT UNION                       | -                    | 992.37               |
| A/R FEDERAL TAX CREDITS                             | 362,627.00             | 362,627.00             | DEDUCTION-BOSTON MUTUAL                            | 102.88               | 212.94               |
| PROPERTY TAX RECEIVABLE                             | 3,128,409.00           | 3,128,409.00           | DEFERRED COMPENSATION                              | 1,135.25             | 3,371.85             |
| <b>TOTAL RECEIVABLES</b>                            | <b>4,538,263.70</b>    | <b>6,058,771.80</b>    | ACCURED PERF PAYABLE ER                            | 13,801.64            | 64,820.80            |
| <b>MATERIALS &amp; SUPPLIES INVENTORY</b>           |                        |                        | <b>TOTAL PAYROLL LIABILITIES</b>                   | <b>488,305.05</b>    | <b>759,908.90</b>    |
| BUS PARTS INVENTORY                                 | 375,050.61             | 363,883.87             | <b>ACCRUED TAX LIABILITIES</b>                     |                      |                      |
| PARTS INVENTORY-CLEARING ACCT                       | -                      | -                      | FIT TAXES  | -                    | 101,818.55           |
| DIESEL & GASOLINE INVENTORY                         | 37,164.97              | 17,535.80              | FICA/MEDICARE                                      | 33,144.00            | 26,755.39            |
| OIL, LUBE, ANTIFREEZE INVENTORY                     | 53,149.46              | 84,263.24              | STATE TAX  | -                    | -                    |
| TIRES, TUBES, BATTERIES INVENTORY                   | 4,494.25               | 3,812.59               | STATE UNEMPLOYMENT TAX                             | -                    | -                    |
| FACILITIES PARTS INVENTORY                          | 30,062.20              | 30,043.27              | COUNTY TAX   | -                    | -                    |
| <b>TOTAL MATERIALS &amp; SUPPLIES INVENTORY</b>     | <b>499,921.49</b>      | <b>499,538.77</b>      | <b>TOTAL TAX LIABILITIES</b>                       | <b>33,144.00</b>     | <b>128,573.94</b>    |
| <b>TANGIBLE PROPERTY TRANSIT OPS</b>                |                        |                        | <b>SHORT TERM DEBT</b>                             |                      |                      |
| REVENUE EQUIPMENT                                   | 26,683,454.68          | 28,040,615.01          | BANK OF AMERICA SHORT-TERM PAYABLE-CNG             | -                    | -                    |
| SUPPORT VEHICLES                                    | 471,774.93             | 578,732.43             | AUTO INSURANCE PAYOUT LIABILITY                    | -                    | (38,990.65)          |
| BUILDING & STRUCTURE                                | 17,213,294.18          | 19,441,287.14          | WORKERMAN COMP INSURANCE PAYOUT LIABILITY          | -                    | -                    |
| EQUIPMENT SHOP & GARAGE                             | 489,069.79             | 511,423.23             | HEALTH INSURANCE PAYOUT LIABILITY                  | -                    | -                    |
| REVENUE COLLECTION FAREBOX                          | 1,729,463.34           | 1,729,463.34           | ACCURED INTEREST PAYABLE - BANK OF AMERICA-CNG     | -                    | -                    |
| COMMUNICATIONS EQUIPMENT                            | 307,624.68             | 521,870.11             | <b>TOTAL SHORT TERM DEBT</b>                       | <b>-</b>             | <b>(38,990.65)</b>   |
| OFFICE EQUIPMENT & FURNISHINGS                      | 296,520.42             | 328,743.46             | <b>OTHER CURRENT LIABILITIES</b>                   |                      |                      |
| CONSTR IN PROGRESS-W LAF                            | -                      | 25,234.19              | UNREDEEMED TOKENS                                  | -                    | -                    |
| CONSTR IN PROGRESS - MYERS PED BRIDGE PROJECT       | -                      | -                      | UNREDEEMED REGULAR PASSES                          | -                    | -                    |
| CONSTR IN PROGRESS - LAF                            | 2,541,127.24           | 158,432.17             | UNREDEEMED DAY PASSES                              | -                    | -                    |
| CONSTR IN PROGRESS - SHELTERS                       | -                      | 129,853.39             | UNREDEEMED E & D PASSES                            | -                    | -                    |
| LAND  | 926,471.26             | 926,471.26             | UNREDEEMED SEMESTER PASSES                         | -                    | -                    |
| <b>TOTAL PROPERTY COST</b>                          | <b>50,658,800.52</b>   | <b>52,392,125.73</b>   | UNREDEEMED LOOP PASSES                             | -                    | -                    |
| <b>ACCUMULATED DEPRECIATION</b>                     |                        |                        | DEFERRED REVENUE-COUNTY/LOCAL                      | -                    | -                    |
| ACC DEPR-REVENUE EQUIPMENT                          | (12,921,158.07)        | (14,910,129.03)        | DEFERRED REVENUE-ADVERTISING & PAINTED TRANSIT     | -                    | 6,416.65             |
| ACC DEPR-SUPPORT VEHICLES                           | (430,590.75)           | (457,481.94)           | FEDERAL TAX PAYABLE                                | -                    | -                    |
| ACC DEPR-BUILDING & STRUCTURE                       | (8,244,578.22)         | (8,833,564.94)         | UNREDEEMED 50 FARESAVERS                           | -                    | -                    |
| ACC DEPR-EQUIPMENT SHOP & GARAGE                    | (416,499.18)           | (464,496.15)           | UNREDEEMED PASS STUDENT                            | -                    | -                    |
| ACC DEPR-REVENUE COLLECTION FAREBOX                 | (1,548,529.48)         | (1,599,556.64)         | UNREDEEMED REVENUE                                 | -                    | -                    |
| ACC DEPR-COMMUNICATIONS EQUIPMENT                   | (57,598.57)            | (119,250.23)           | UNREDEEMED TVM CHG/STRD VALUE CARDS                | 7,606.00             | 8,232.00             |
| ACC DEPR-OFFICE EQUIPMENT & FURNISHINGS             | (159,210.15)           | (214,100.10)           | NET PENSION LIABILITY                              | 3,906,652.00         | 3,906,652.00         |
| ACC DEPR-CONSTR IN PROGRESS-WLAF                    | -                      | -                      | <b>TOTAL OTHER CURRENT LIABILITIES</b>             | <b>3,906,652.00</b>  | <b>3,906,652.00</b>  |
| ACC DEPR-CONSTR IN PROGRESS-LAF                     | -                      | -                      | <b>LONG-TERM DEBT</b>                              |                      |                      |
| <b>TOTAL ACCUMULATED DEPRECIATION</b>               | <b>(23,778,164.42)</b> | <b>(26,598,579.03)</b> | BANK OF AMERICA LONG-TERM PAYABLE-CNG              | -                    | -                    |
| <b>TOTAL PROPERTY LESS DEPRECIATION</b>             | <b>26,880,636.10</b>   | <b>25,793,546.70</b>   | <b>TOTAL LONG-TERM DEBT</b>                        | <b>-</b>             | <b>-</b>             |
| <b>SPECIAL FUNDS</b>                                |                        |                        | <b>ESTIMATED LIABILITIES</b>                       |                      |                      |
| BONDS & INTEREST CASH ACCT                          | -                      | -                      | FTA EST RES FOR ENCUMBRANCES                       | -                    | -                    |
| INVESTMENTS-BON & INTEREST FUND                     | -                      | -                      | <b>TOTAL ESTIMATED LIABILITIES</b>                 | <b>-</b>             | <b>-</b>             |
| BANK OF AMERICA FUNDS - CNG                         | -                      | -                      | <b>DEFERRED CREDITS</b>                            |                      |                      |
| ACA MLR PREMIUM REBATE                              | -                      | -                      | DEFERRED CR - MYERS PED BRIDGE PROJECT             | -                    | -                    |
| GENERAL FUND CAP-RES 86-12                          | -                      | -                      | <b>TOTAL DEFERRED CREDITS</b>                      | <b>-</b>             | <b>-</b>             |
| BUS AUTO INS CASH FUND                              | 400,000.00             | 400,000.00             | <b>DEFERRED INFLOWS</b>                            |                      |                      |
| INVEST-SPCL FUNDS-DIR & OFFICE                      | -                      | -                      | DEFERRED INFLOW - EXPECTED AND ACTUAL EXPERIENCE   | 14,858.00            | 14,858.00            |
| DIRECTOR & OFFICERS SPEC CASH                       | 74,870.36              | 74,870.36              | DEFERRED INFLOW - EXPECTED AND ACTUAL INV EARNINGS | -                    | -                    |
| ELTF DEDUCTIBLE FUNDS                               | 15,000.00              | 15,000.00              | DEFERRED INFLOW - PROPORTIONATE SHARE              | 100,262.00           | 100,262.00           |
| INVESTMENTS   | -                      | -                      | DEFERRED INFLOW - ASSUMPTIONS                      | 167,140.00           | 167,140.00           |
| CUMULATIVE CAPITAL FUND                             | 1,096,018.24           | 1,321,429.93           | DEFERRED INFLOW FROM PROPERTY TAXES                | 3,128,409.00         | 3,128,409.00         |
| CAPITAL IMPROV RESERVE FUND                         | -                      | -                      | <b>TOTAL DEFERRED INFLOWS</b>                      | <b>3,410,669.00</b>  | <b>3,410,669.00</b>  |
| CAPITAL IMPROV INVESTMENTS                          | -                      | -                      | <b>CONTRIBUTIONS</b>                               |                      |                      |
| <b>TOTAL SPECIAL FUNDS</b>                          | <b>1,585,888.60</b>    | <b>1,811,300.29</b>    | INVESTMENTS IN TRANSIT SYS-LAF                     | 24,682.75            | 24,682.75            |
| <b>OTHER ASSETS</b>                                 |                        |                        | FED GOVERN CAP GRANT SEC 3 (5309)                  | 23,056,883.82        | 23,056,883.82        |
| PRE-PAID INSURANCE                                  | 45,963.42              | (44,436.28)            | FED GOVERN CAP GRANT SEC 5                         | 2,633,996.56         | 2,633,996.56         |
| PRE-PAID EXPENSES                                   | 74,996.55              | 91,853.47              | FED GOVERN CAP GRANT SEC 9 (5307)                  | 43,879,641.65        | 44,008,033.65        |
| PRE-PAID HEALTH INSURANCE                           | -                      | -                      | STATE CAP GRANT CONTRIBUTION                       | 788,343.85           | 788,343.85           |
| <b>TOTAL OTHER ASSETS</b>                           | <b>120,959.97</b>      | <b>47,417.19</b>       | STATE CAP GRANT SEC 9                              | 657,682.35           | 657,682.35           |
| <b>DEFERRED OUTFLOWS</b>                            |                        |                        | STATE CAP GRANT SEC 5                              | 601,488.98           | 601,488.98           |
| DEFERRED OUTFLOW - PERF EMPLOYER CONTRIBUTIONS      | 425,367.00             | 425,367.00             | CONTRIBUTIONS NON GOVERNMENTAL                     | -                    | -                    |
| DEFERRED OUTFLOW - PROPORTIONATE SHARE              | 185,471.00             | 185,471.00             | ACCUMULATED EARNINGS/LOSSES                        | (37,092,454.54)      | (35,671,985.51)      |
| DEFERRED OUTFLOW - EXPECTED AND ACTUAL EXPERIENCE   | 84,242.00              | 84,242.00              | <b>TOTAL CONTRIBUTIONS</b>                         | <b>34,550,265.42</b> | <b>36,099,126.45</b> |
| DEFERRED OUTFLOW - EXPECTED AND ACTUAL INV EARNINGS | 482,122.00             | 482,122.00             |  |                      |                      |
| DEFERRED OUTFLOW - CHANGE IN ASSUMPTION             | 529,136.00             | 529,136.00             |  |                      |                      |
| <b>TOTAL DEFERRED OUTFLOWS</b>                      | <b>1,706,338.00</b>    | <b>1,706,338.00</b>    |  |                      |                      |
| <b>TOTAL ASSETS</b>                                 | <b>42,858,513.36</b>   | <b>44,423,533.31</b>   | <b>TOTAL LIABILITIES &amp; CONTRIBUTIONS</b>       | <b>42,858,513.36</b> | <b>44,423,533.31</b> |

In Balance

Oct 2023

**EXPENDITURES TO DATE AND REMAINING BUDGET**

GREATER LAFAYETTE PUBLIC TRANSPORTATION CORPORATION

Budget to date

83.3%

|                                   | <b>BUDGET<br/>FY2023</b> | <b>Budget<br/>to Date</b> | <b>Expenditures<br/>to Date</b> | <b>Expenditures<br/>to Date %</b> | <b>Remaining<br/>Budget</b> |
|-----------------------------------|--------------------------|---------------------------|---------------------------------|-----------------------------------|-----------------------------|
| <b>PERSONNEL</b>                  |                          |                           |                                 |                                   |                             |
| Operator Wages                    | 5,580,833                | 4,650,695                 | 4,956,921                       | 88.8%                             | 623,913                     |
| Administrative Wages              | 1,911,253                | 1,592,711                 | 1,270,943                       | 66.5%                             | 640,310                     |
| Maintenance Wages                 | 864,809                  | 720,674                   | 637,397                         | 73.7%                             | 227,412                     |
| FICA                              | 639,302                  | 532,752                   | 517,721                         | 81.0%                             | 121,581                     |
| PERF                              | 919,258                  | 766,049                   | 749,056                         | 81.5%                             | 170,203                     |
| Life & Health Insurance           | 2,173,302                | 1,811,085                 | 1,284,820                       | 59.1%                             | 888,483                     |
| Unemployment Insurance            | 70,000                   | 58,333                    | 24,215                          | 34.6%                             | 45,785                      |
| Work Comp Insurance               | 79,439                   | 66,199                    | 77,683                          | 97.8%                             | 1,756                       |
| Uniform Rental and Cleaning       | 54,958                   | 45,798                    | 27,698                          | 50.4%                             | 27,259                      |
| Tool Allowance/Fringe Benefits    | 51,251                   | 42,709                    | 100,354                         | 195.8%                            | (49,103)                    |
| Affordable Care Act Fees          | -                        | -                         | -                               | 0.0%                              | -                           |
|                                   | <b>12,344,406</b>        | <b>10,287,005</b>         | <b>9,646,808</b>                | <b>78.1%</b>                      | <b>2,697,598</b>            |
| <b>COMMODITIES</b>                |                          |                           |                                 |                                   |                             |
| Diesel Fuel                       | 247,734                  | 206,445                   | 147,238                         | 59.4%                             | 100,497                     |
| Natural Gas Fuel                  | 563,509                  | 469,591                   | 348,960                         | 61.9%                             | 214,549                     |
| Gasoline                          | 26,945                   | 22,455                    | 18,769                          | 69.7%                             | 8,176                       |
| Oil & Antifreeze                  | 47,278                   | 39,398                    | 37,226                          | 78.7%                             | 10,052                      |
| Repair Parts, Revenue Vehicles    | 452,600                  | 377,167                   | 293,527                         | 64.9%                             | 159,074                     |
| Repair Parts, Fixed Equipment     | 10,000                   | 8,333                     | 155                             | 1.5%                              | 9,845                       |
| Tires and Batteries               | 13,621                   | 11,351                    | 14,347                          | 105.3%                            | (725)                       |
| Cleaning Supplies                 | 26,789                   | 22,324                    | 19,495                          | 72.8%                             | 7,294                       |
| Building Materials                | 7,500                    | 6,250                     | 13,791                          | 183.9%                            | (6,291)                     |
| Postage & Freight                 | 5,500                    | 4,583                     | 5,344                           | 97.2%                             | 156                         |
| Office Supplies                   | 20,000                   | 16,667                    | 18,919                          | 94.6%                             | 1,081                       |
| Other Materials, General Business | 121,672                  | 101,393                   | 76,304                          | 62.7%                             | 45,368                      |
| Other Materials, Billable         | 30,000                   | 25,000                    | 833                             | 2.8%                              | 29,167                      |
| Other Materials, Maintenance      | 10,000                   | 8,333                     | 4,013                           | 40.1%                             | 5,987                       |
|                                   | <b>1,583,149</b>         | <b>1,319,291</b>          | <b>998,919</b>                  | <b>63.1%</b>                      | <b>584,230</b>              |
| <b>SERVICES &amp; CHARGES</b>     |                          |                           |                                 |                                   |                             |
| Attorney & Audit                  | 150,000                  | 125,000                   | 71,923                          | 47.9%                             | 78,077                      |
| Contract Maintenance              | 506,440                  | 422,034                   | 364,253                         | 71.9%                             | 142,187                     |
| Custodial Services                | 66,557                   | 55,465                    | 33,360                          | 50.1%                             | 33,197                      |
| Contractual Services              | 400,000                  | 333,333                   | 338,769                         | 84.7%                             | 61,231                      |
| Utilities, Telephone              | 8,026                    | 6,688                     | 7,308                           | 91.1%                             | 717                         |
| Utility Expense, Electric         | 73,249                   | 61,041                    | 55,948                          | 76.4%                             | 17,301                      |
| Utility Expense, Water & Sewage   | 49,346                   | 41,122                    | 24,590                          | 49.8%                             | 24,757                      |
| Utilities, Natural Gas Heat       | 75,000                   | 62,500                    | 37,858                          | 50.5%                             | 37,142                      |
| Advertising & Promotions          | 120,000                  | 100,000                   | 78,489                          | 65.4%                             | 41,511                      |
| Exterior Advertising              | 45,000                   | 37,500                    | 9,030                           | 20.1%                             | 35,970                      |
| Printing                          | 20,000                   | 16,667                    | 2,239                           | 11.2%                             | 17,761                      |
| Advertising Fees (Legal Ads)      | 5,540                    | 4,617                     | 348                             | 6.3%                              | 5,192                       |
| Dues & Subscriptions              | 45,385                   | 37,821                    | 31,470                          | 69.3%                             | 13,916                      |
| Travel & Meeting Expenses         | 87,213                   | 72,677                    | 62,865                          | 72.1%                             | 24,348                      |
| Premium on PL & PD                | 650,000                  | 541,667                   | 388,325                         | 59.7%                             | 261,675                     |
| Payouts PL & PD                   | 103,320                  | 86,100                    | 105,333                         | 101.9%                            | (2,013)                     |
| Recovery/physical Damage          |                          | -                         | (112,567)                       | 0.0%                              | 112,567                     |
| Other Corporate Ins               | 106,422                  | 88,685                    | 45,011                          | 42.3%                             | 61,411                      |
| Vehicle Registration              | 750                      | 625                       | 150                             | 20.0%                             | 600                         |
| Interest - Short Term             | -                        | -                         | -                               | 0.0%                              | -                           |
| Bad Debt Expense                  | 800                      | 667                       | 18,195                          | 2274.4%                           | (17,395)                    |
| Misc. Expense                     |                          | -                         | 10,430                          | 0.0%                              | (10,430)                    |
| Cash (over)/short                 |                          | -                         | (20)                            | 0.0%                              | 20                          |
|                                   | <b>2,513,049</b>         | <b>2,094,207</b>          | <b>1,573,307</b>                | <b>62.6%</b>                      | <b>939,742</b>              |
| <b>TOTAL OPERATING EXPENSES</b>   | <b>16,440,604</b>        | <b>13,700,503</b>         | <b>12,219,034</b>               | <b>74.3%</b>                      | <b>4,221,570</b>            |

# October 2023

| Route                  | RouteName         | Passengers | Total Miles | Total Hours | P/Mi | %DIFF<br>FROM 22 | P/Hrs  | %DIFF<br>FROM 22 |
|------------------------|-------------------|------------|-------------|-------------|------|------------------|--------|------------------|
| 1A                     | Market Square     | 21,291     | 14,288.22   | 1,089.10    | 1.49 | 2.96%            | 19.55  | -4.60%           |
| 1B                     | Salisbury         | 40,584     | 10,211.51   | 866.27      | 3.97 | -5.13%           | 46.85  | 1.44%            |
| 2A                     | Schuyler Ave      | 10,110     | 3,858.98    | 309.09      | 2.62 | 28.08%           | 32.71  | -3.86%           |
| 2B                     | Union St          | 6,364      | 3,857.19    | 342.30      | 1.65 | 11.93%           | 18.59  | 6.47%            |
| 3                      | Lafayette Square  | 12,718     | 11,363.46   | 802.24      | 1.12 | 6.71%            | 15.85  | 10.08%           |
| 4A                     | Tippecanoe Mall   | 12,118     | 6,538.18    | 619.67      | 1.85 | 1.86%            | 19.56  | 12.22%           |
| 4B                     | Purdue West       | 98,471     | 11,788.68   | 901.59      | 8.35 | 57.31%           | 109.22 | 7.49%            |
| 5                      | Happy Hollow      | 16,153     | 7,637.75    | 542.84      | 2.11 | -2.56%           | 29.76  | 2.27%            |
| 6A                     | Fourth St         | 16,276     | 12,060.22   | 755.34      | 1.35 | 4.64%            | 21.55  | -0.72%           |
| 6B                     | South 9th         | 5,036      | 4,645.79    | 342.63      | 1.08 | -6.16%           | 14.70  | 7.91%            |
| 7                      | South St          | 18,810     | 9,575.55    | 785.59      | 1.96 | -5.01%           | 23.94  | -4.70%           |
| 8                      | Klondike Express  | 12,382     | 7,340.13    | 503.30      | 1.69 | -2.88%           | 24.60  | 24.40%           |
| 9                      | Park East         | 2,578      | 4,768.08    | 324.34      | 0.54 | -15.86%          | 7.95   | 3.54%            |
| 10                     | Northwestern      | 29,246     | 7,212.06    | 607.05      | 4.06 | 19.38%           | 48.18  | 7.35%            |
| 23                     | Connector         | 24,089     | 9,420.08    | 805.16      | 2.56 | 26.77%           | 29.92  | 58.46%           |
| Others                 | Others            | 0          | 0.00        | 0.00        | 0.00 | 0.00%            | 0.00   | 0.00%            |
| 98                     | Feast Shuttle     | 7,465      | 1,201.94    | 69.73       | 6.21 | 18.53%           | 107.06 | -20.54%          |
| Sub Total:             |                   | 333,691    | 125,767.82  | 9,666.24    | 2.65 | 14.47%           | 34.52  | 6.56%            |
|                        |                   |            |             |             |      |                  |        |                  |
| 13                     | Silver Loop       | 41,152     | 4,592.12    | 658.30      | 8.96 | 13.63%           | 62.51  | 18.63%           |
| 14                     | Black Loop        | 1,260      | 1,020.67    | 115.36      | 1.23 | n/a              | 10.92  | n/a              |
| 15                     | Tower Acres       | 34,802     | 5,101.31    | 647.75      | 6.82 | 13.53%           | 53.73  | -1.45%           |
| 20                     | South Campus Loop | 1,335      | 1,718.13    | 219.07      | 0.78 | n/a              | 6.09   | n/a              |
| 28                     | Gold Loop         | 19,985     | 3,636.63    | 452.57      | 5.50 | 38.83%           | 44.16  | -9.70%           |
| Sub Total:             |                   | 98,534     | 16,068.86   | 2,093.05    | 6.13 | 22.57%           | 47.08  | 0.99%            |
|                        |                   |            |             |             |      |                  |        |                  |
| 21A                    | Lark & Alight     | 26,305     | 6,347.54    | 466.95      | 4.14 | -18.32%          | 56.33  | 9.48%            |
| 24                     | Redpoint          | 8,826      | 4,345.77    | 237.38      | 2.03 | 50.67%           | 37.18  | -4.21%           |
| 35                     | Lindberg Express  | 35,758     | 7,499.39    | 621.43      | 4.77 | 10.55%           | 57.54  | 16.57%           |
| Sub Total:             |                   | 70,889     | 18,192.70   | 1,325.76    | 3.90 | 3.34%            | 53.47  | 9.80%            |
|                        |                   |            |             |             |      |                  |        |                  |
| MB Total:              |                   | 503,114    | 160,029     | 13,085      | 3.14 | 12.34%           | 38.45  | 17.08%           |
|                        |                   |            |             |             |      |                  |        |                  |
| DR                     | ACCESS/FLEX       | 3,362      | 16,044      | 1,219       | 0.21 | 1.06%            | 2.76   | 2.02%            |
| Demand Response Total: |                   | 3,362      | 16,044      | 1,219       | 0.21 | 1.06%            | 2.76   | 2.02%            |
|                        |                   |            |             |             |      |                  |        |                  |
| Grand Total:           |                   | 506,476    | 176,073     | 14,304      | 2.88 | 13.00%           | 35.41  | 17.38%           |



October 2023

| Route             | RouteName        | Passengers     |
|-------------------|------------------|----------------|
| 1A                | Market Square    | 21,291         |
| 1B                | Salisbury        | 40,584         |
| 2A                | Schuyler Ave     | 10,110         |
| 2B                | Union St         | 6,364          |
| 3                 | Lafayette Square | 12,718         |
| 4A                | Tippecanoe Mall  | 12,118         |
| 4B                | Purdue West      | 98,471         |
| 5                 | Happy Hollow     | 16,153         |
| 6A                | Fourth St        | 16,276         |
| 6B                | South 9th        | 5,036          |
| 7                 | South St         | 18,810         |
| 8                 | Klondike Express | 12,382         |
| 9                 | Park East        | 2,578          |
| 10                | Northwestern     | 29,246         |
| 23                | Connector        | 24,089         |
| Others            | Others           | -              |
| 98                | Feast Shuttle    | 7,465          |
| <b>Sub Total:</b> |                  | <b>333,691</b> |

|                   |                   |               |
|-------------------|-------------------|---------------|
| 13                | Silver Loop       | 41,152        |
| 14                | Black Loop        | 1,260         |
| 15                | Tower Acres       | 34,802        |
| 20                | South Campus Loop | 1,335         |
| 28                | Gold Loop         | 19,985        |
| <b>Sub Total:</b> |                   | <b>98,534</b> |

|                   |                  |               |
|-------------------|------------------|---------------|
| 21A               | Lark & Alight    | 26,305        |
| 24                | Redpoint         | 8,826         |
| 35                | Lindberg Express | 35,758        |
| <b>Sub Total:</b> |                  | <b>70,889</b> |

|                  |  |                |
|------------------|--|----------------|
| <b>MB Total:</b> |  | <b>503,114</b> |
|------------------|--|----------------|

|                               |             |              |
|-------------------------------|-------------|--------------|
| DR                            | ACCESS/FLEX | 3,362        |
| <b>Demand Response Total:</b> |             | <b>3,362</b> |

|                     |  |                |
|---------------------|--|----------------|
| <b>Grand Total:</b> |  | <b>506,476</b> |
|---------------------|--|----------------|

October 2022

|                   | RouteName        | Passengers     |
|-------------------|------------------|----------------|
| 1A                | Market Square    | 18,960         |
| 1B                | Salisbury        | 39,702         |
| 2A                | Schuyler Ave     | 6,839          |
| 2B                | Union St         | 5,157          |
| 3                 | Lafayette Square | 10,184         |
| 4A                | Tippecanoe Mall  | 11,323         |
| 4B                | Purdue West      | 59,994         |
| 5                 | Happy Hollow     | 14,733         |
| 6A                | Fourth St        | 14,444         |
| 6B                | South 9th        | 5,131          |
| 7                 | South St         | 17,862         |
| 8                 | Klondike Express | 10,515         |
| 9                 | Park East        | 2,794          |
| 10                | Northwestern     | 21,329         |
| 23                | Connector        | 10,872         |
| Others            | Others           | 854            |
| 98                | Feast Shuttle    | 6,768          |
| <b>Sub Total:</b> |                  | <b>257,461</b> |

|                   |             |               |
|-------------------|-------------|---------------|
| 13                | Silver Loop | 29,948        |
| 15                | Tower Acres | 33,726        |
| 17                | Ross Ade    | 5,197         |
| 28                | Gold Loop   | 14,347        |
| <b>Sub Total:</b> |             | <b>83,218</b> |

|                   |                  |               |
|-------------------|------------------|---------------|
| 21A               | Lark & Alight    | 29,248        |
| 24                | Redpoint         | 6,239         |
| 35                | Lindberg Express | 29,447        |
| <b>Sub Total:</b> |                  | <b>64,934</b> |

|                  |  |                |
|------------------|--|----------------|
| <b>MB Total:</b> |  | <b>405,613</b> |
|------------------|--|----------------|

|                               |             |              |
|-------------------------------|-------------|--------------|
| DR                            | ACCESS/FLEX | 3,252        |
| <b>Demand Response Total:</b> |             | <b>3,252</b> |

|                     |  |                |
|---------------------|--|----------------|
| <b>Grand Total:</b> |  | <b>408,865</b> |
|---------------------|--|----------------|

# OPERATIONS REPORT

Oct-23

|            | 2023<br>MONTH | 2022<br>MONTH | 2023<br>YTD | 2022<br>YTD |
|------------|---------------|---------------|-------------|-------------|
| MILES      | 176,073       | 171,974       | 1,534,229   | 1,521,175   |
| PAID HOURS | 17,926        | 13,390        | 152,554     | 118,466     |

|                     | 2023  | 2022  | YTD 2023 | YTD 2022 | % DIFF MO | % DIFF YTD |
|---------------------|-------|-------|----------|----------|-----------|------------|
| ACCIDENTS           | 5     | 1     | 41       | 31       | 400.00%   | 32.26%     |
| PER 100,000 MILES   | 2.84  | 0.58  | 2.67     | 2.04     | 388.36%   | 31.13%     |
| PREVENTABLE         | 4     | 1     | 23       | 22       | 300.00%   | 4.55%      |
| PER 100,000 MILES   | 2.27  | 0.58  | 1.50     | 1.45     | 290.69%   | 3.66%      |
| NON-PREVENTABLE     | 1     | 0     | 18       | 9        | 0.00%     | 100.00%    |
| PER 100,000 MILES   | 0.57  | 0.00  | 1.17     | 0.59     | 0.00%     | 98.30%     |
|                     |       |       |          |          |           |            |
| OVERTIME IN HOURS   | 3,773 | 3,739 | 25,647   | 22,223   | 0.91%     | 15.41%     |
| % OF OVERTIME HOURS | 21.0% | 27.9% | 16.8%    | 18.8%    | -24.63%   | -10.38%    |
|                     |       |       |          |          |           |            |
| SAFETY MEETINGS     | 1     | 1     | 7        | 9        |           |            |
|                     |       |       |          |          |           |            |

NO PAY HOURS: 273.21

| ROADCALLS 2023 |          |                  |      |            |               |
|----------------|----------|------------------|------|------------|---------------|
|                |          |                  | 23   | 22         | % DIFF        |
| MECHANICAL     |          |                  | 6    | 2          | ▲ 150.00%     |
| OTHER          |          |                  | 0    | 0          | #DIV/0!       |
| DELAYS         |          |                  | 0    | 0          | #DIV/0!       |
| TOTAL-MONTH    |          |                  | 6    | 2          | ▲ 150.00%     |
| TOTAL-YTD      |          |                  | 26   | 8          | ▼ 40.63%      |
| BUS#           | LOCATION | PROBLEM          | TIME | DATE       | MECH OR OTHER |
| 1706           |          | Hydrogen Hose    |      | 10/2/2023  | M             |
| 6002           |          | Transmission     |      | 10/9/2023  | M             |
| 4005           |          | Air Drier        |      | 10/10/2023 | M             |
| 4009           |          | Steering Gearbox |      | 10/13/2023 | M             |
| 5006           |          | Engine Misfire   |      | 10/21/2023 | M             |
| 6006           |          | Bearing          |      | 10/30/2023 | M             |

| DIESEL COST COMPARISON FOR 2023 (CURRENT YEAR VS LAST YEAR) |                    |                    |              |                      |                      |                      |
|---|--------------------|--------------------|--------------|----------------------|----------------------|----------------------|
| Month   | Total Gallons 2023 | Total Gallons 2022 | % Difference | Avg Cost Gallon 2023 | Avg Cost Gallon 2022 | Different per Gallon |
| JAN   | 5,492              | 7,117              | ▲ -22.83%    | \$3.4600             | \$2.5000             | ▲ \$0.9600           |
| FEB   | 7,746              | 7,767              | ▲ -0.27%     | \$2.9800             | \$2.8800             | ▲ \$0.1000           |
| MAR   | 6,823              | 5,515              | ▲ 23.72%     | \$2.6800             | \$2.8800             | ▲ -\$0.2000          |
| APR   | 6,283              | 5,049              | ▲ 24.44%     | \$2.5900             | \$4.2300             | ▲ -\$1.6400          |
| MAY   | 2,918              | 1,988              | ▲ 46.78%     | \$2.5980             | \$4.2300             | ▲ -\$1.6320          |
| JUN   | 2,629              | 715                | ▲ 267.69%    | \$2.5980             | \$4.2300             | ▲ -\$1.6320          |
| JUL   | 2,157              | 401                | ▲ 437.91%    | \$2.2200             | \$4.2300             | ▲ -\$2.0100          |
| AUG   | 2,770              | 2,919              | ▲ -5.10%     | \$2.2200             | \$4.2300             | ▲ -\$2.0100          |
| SEP   | 4,493              | 5,600              | ▲ -19.77%    | \$4.0400             | \$4.2600             | ▲ -\$0.2200          |
| OCT   | 3,745              | 4,621              | ▲ -18.96%    | \$4.1200             | \$5.5000             | ▲ -\$1.3800          |
| NOV   |                    |                    | #DIV/0!      |                      |                      | ▲ \$0.0000           |
| DEC   |                    |                    | #DIV/0!      |                      |                      | ▲ \$0.0000           |
| TOTAL   | 45,056             | 41,692             | ▲ 8.07%      | \$29.5060            | \$39.1700            | ▼ -\$9.6640          |

| CNG ACCESS BUSES |                     |                     |              |
|------------------|---------------------|---------------------|--------------|
| Month            | Total DGE Used 2023 | Total DGE Used 2022 | % Difference |
| JAN              | 1,765               | 2,088               | ▼ -15.4693%  |
| FEB              | 1,775               | 1,677               | ▲ 5.8438%    |
| MAR              | 2,051               | 2,033               | ▲ 0.8854%    |
| APR              | 3,527               | 2,096               | ▲ 68.2729%   |
| MAY              | 2,342               | 1,601               | ▲ 46.2836%   |
| JUN              | 2,507               | 2,565               | ▲ -2.2612%   |
| JUL              | 2,230               | 2,260               | ▲ -1.3274%   |
| AUG              | 2,861               | 2,708               | ▲ 5.6499%    |
| SEP              | 1,114               | 2,188               | ▼ -49.0859%  |
| OCT              | 2,271               | 2,275               | ▲ -0.1758%   |
| NOV              |                     |                     | #DIV/0!      |
| DEC              |                     |                     | #DIV/0!      |
| TOTAL            | 22,443              | 21,491              | ▲ 4.4298%    |

| CNG FIXED ROUTES |                     |                     |              |
|------------------|---------------------|---------------------|--------------|
| Month            | Total DGE Used 2023 | Total DGE Used 2022 | % Difference |
| JAN              | 34,620              | 32,405              | ▲ 6.8354%    |
| FEB              | 32,677              | 30,618              | ▲ 6.7248%    |
| MAR              | 35,239              | 37,560              | ▲ -6.1794%   |
| APR              | 21,084              | 40,881              | ▼ -48.4259%  |
| MAY              | 34,780              | 34,659              | ▲ 0.3491%    |
| JUN              | 28,740              | 35,346              | ▲ -18.6895%  |
| JUL              | 28,201              | 34,178              | ▲ -17.4879%  |
| AUG              | 39,158              | 40,299              | ▲ -2.8313%   |
| SEP              | 30,114              | 42,749              | ▲ -29.5562%  |
| OCT              | 40,268              | 42,158              | ▲ -4.4831%   |
| NOV              |                     |                     | #DIV/0!      |
| DEC              |                     |                     | #DIV/0!      |
| TOTAL            | 324,881             | 370,853             | ▲ -12.3963%  |