

Appendix "A"
Sudbury Transit Centre
Ticket and Information Booth Kiosk
Services

Services Offered by the Operator

1. The Operator shall maintain, conduct and operate quality services within the Kiosk to the satisfaction of the City, such Services shall be available at the hours set out in Appendix "B". The Operator shall provide and properly train competent staff for providing the Services and shall provide necessary materials, including stationary, pens, pencils, marking devices cash register tapes in respect to the carrying out of the provisions of this Agreement.
2. The Operator shall operate and maintain a lottery license depot for lottery and break open tickets, transit ticket and pass centre and related services in a first class manner and maintain a standard of service at least equal to that of first class establishments providing similar merchandise and services in the Greater Sudbury area. The level of service is of paramount importance to the Kiosk and should it not be maintained at a level acceptable to the General Manager, the City may terminate this Agreement pursuant to the provisions of Article 27 of the General Conditions of the Agreement.
- 3.(1) The City agrees that the Operator shall sell Greater Sudbury Transit bus tickets and passes based upon the terms and conditions of this paragraph.
 - (2) Two (2) bundles of bus tickets representing each ticket type (500 sheets of adult and special) will be provided on consignment to the Operator. The ticket sales will be reconciled and payment to the City by the Operator for such sales will be made to the City prior to the delivery of additional tickets to the Operator.
 - (3) Bus passes will be advanced to the Operator on consignment each month. The revenues derived from the pass sales will be paid to the City by the Operator on the 5th calendar day of each month. Should such date fall on a weekend, payment will be delivered by the Operator to the City on the Tuesday of the following week. On the 25th day of each month, (such time as the new bus passes for the next month's sales are advanced), a complete reconciliation of all bus pass sales will be performed by the City. Any monies owed to the City based on this reconciliation will be paid by the Operator to the City prior to advancing the next month's passes. A credit will be given to the Operator for any monies paid to the City earlier in the month, as stated above, and will form part of the reconciliation.
 - (4) The Operator shall be responsible for the purchase of color film for the Kiosk's photo-identification machine and will retain all revenue and any profit from the sale of photo-identification. Changes to the price of photo-identification or the equipment

- used must be approved by the City. The current numbering system for photo-identification must be maintained and any changes to the system must be approved in writing by the City. Cameras and all other equipment used for the purpose of taking photo-identification pictures will be supplied by and remain the property of the City. The City also reserves the right to change to equipment used for this process.
4. The Operator will service the coin machine located at the Facility which includes replenishing the coinage in the coin machine and responding to normal operating problems. The City maintains a service contract for the ongoing maintenance and repairs of the coin machine and will retain this responsibility. The City shall implement the necessary internal controls to maintain the integrity of the cash handling process. The City shall provide a cash float in an amount to be determined by the General Manager and periodic audits of the coin machine will be conducted from time to time by the City. The name, address, telephone number and description of any claim made by a member of the public which requires reimbursement by the Operator due to a malfunction of the coin machine must be recorded by the Operator and delivered to the City. The City will reimburse the Operator for funds so advanced by the Operator to the complainant at the time of the next audit provided the required information is delivered by the Operator to the City.
 5. The Operator is responsible for the operation of an automated teller machine ("ATM") located within the Facility. Operator responsibilities include ongoing monitoring of its functionality, replenishing cash, basic cleaning and responding to minor operational problems. Major operational problems must be reported to the City's ATM technical support provider. At the date of this Agreement, the City's ATM technical service provider is "LGR Management Services". The Operator will provide proper training to its staff prior to the commencement of the Term of this Agreement in order to fulfill its responsibilities. The cash float utilized by the ATM machine is to be provided by the Operator. The integrity of the system, including reconciling all transactions is also the responsibility of the Operator. The City will not be responsible for cash shortages resulting from the actions or negligence of the Operator. The City will pay for all costs incurred in respect to machine maintenance including parts and service. Since the operation of the ATM machines is an integral part of the contract, failure by the Operator to fulfill its responsibilities related to the ATM machines may result in termination of this Agreement.

Lottery, Scratch and Break-open Tickets

6. The Operator may procure and maintain, at the cost and expense of the Operator, such equipment, licenses, permits or approvals from federal, provincial, municipal or other governmental authorities, and such private permits as may be necessary to enable the Operator sell lottery and scratch of which all profits will be retained by the Operator.

7. The Operator must procure and maintain, at the cost and expense of the Operator, such licenses, permits or approvals from federal, provincial, municipal or other governmental authorities, and such private permits as may be necessary to enable the Operator sell break-open Nevada tickets within the constraints of the Alcohol and Gaming Commission of Ontario. The revenue generated by break-open ticket sales shall be apportioned as contemplated by statute. Failure to comply with the terms of this paragraph will result in immediate termination of this Agreement by the City.

A handwritten signature in black ink, appearing to be initials or a stylized name, located in the bottom right corner of the page.