

CITY OF PRINCE GEORGE

BYLAW NO. 8140

A bylaw of the City of Prince George enacted pursuant to the British Columbia Transit Act, authorizing the entering into an Annual Operating Agreement for Conventional Transit Services.

WHEREAS the City of Prince George has been authorized to undertake a transit function pursuant to the British Columbia Transit Act, and British Columbia Transit (the Authority) has established a transit service area being an area including the whole of the City of Prince George;

AND WHEREAS the City of Prince George has entered into a Transit Service Agreement with the Authority;

AND WHEREAS the British Columbia Transit Act provides that where the Authority contracts for a conventional transit service it shall negotiate with Prince George Transit Ltd., or its successor, and an affected municipality with a view to entering into an operating agreement respecting the provision of transit services;

NOW THEREFORE the Council of the City of Prince George, in open meeting assembled, **ENACTS AS FOLLOWS:**

1. The City of Prince George is hereby authorized to enter into an Annual Operating Agreement with the Authority and Prince George Transit Ltd. for Conventional Transit Services. A copy of said Agreement is attached to, and forms part of, this Bylaw as Schedule "A".
2. The Mayor and Corporate Officer are hereby authorized to sign said Agreement and affix the City Seal thereto and deliver the same as acts and deeds of the City of Prince George, and do all things necessary to give effect to this Bylaw.
3. This Bylaw may be cited for all purposes as "Conventional Transit Service Annual Operating Agreement Bylaw No. 8140, 2008".

READ A FIRST TIME THIS THE 23rd DAY OF JUNE , 2008.

READ A SECOND TIME THIS THE 23rd DAY OF JUNE , 2008.

READ A THIRD TIME THIS THE 23rd DAY OF JUNE , 2008.

All three readings passed by a **unanimous** decision of Members of City Council present and eligible to vote.

THIRD READING RESCINDED THIS THE 11th DAY OF MAY , 2009, BY A **UNANIMOUS** DECISION OF MEMBERS OF COUNCIL PRESENT AND ELIGIBLE TO VOTE.

READ A THIRD TIME AS AMENDED THIS THE 11th DAY OF MAY , 2009.

Third reading passed by a **unanimous** decision of Members of City Council present and eligible to vote.

ADOPTED THIS THE 25th DAY OF May , 2009, BY A **UNANIMOUS** DECISION OF ALL MEMBERS OF CITY COUNCIL PRESENT AND ELIGIBLE TO VOTE.



MAYOR



CORPORATE OFFICER

Schedule "A"
To Bylaw No. 8140

PRINCE GEORGE

ANNUAL OPERATING AGREEMENT

Among

THE CITY OF PRINCE GEORGE

BRITISH COLUMBIA TRANSIT

And

**PRINCE GEORGE TRANSIT LTD.
(as agreed to in the MOA)**

APRIL 1, 2008 TO MARCH 31, 2009

INFORMATION CONTAINED IN SCHEDULE "C" - BUDGET AND SCHEDULE "D" - PAYMENT SCHEDULE IS SUBJECT TO FREEDOM OF INFORMATION & PROTECTION OF PRIVACY ACT.

CONSULT WITH BC TRANSIT PRIOR TO RELEASING INFORMATION IN THESE SCHEDULES TO INDIVIDUALS OR COMPANIES OTHER THAN THOSE WHO ARE PARTY TO THIS AGREEMENT.

TABLE OF CONTENTS
ANNUAL OPERATING AGREEMENT

Page

SECTION 1 - DEFINITION OF TERMS	2
SECTION 2 - INCORPORATION OF MASTER AGREEMENT	2
SECTION 3 - TERM & RENEWAL	2
SECTION 4 - SCHEDULES	3
SECTION 5 - MISCELLANEOUS PROVISIONS.....	3
SECTION 6 - NOTICES AND COMMUNICATIONS	4

SCHEDULES

SCHEDULE "A" - TRANSIT SERVICE AREA	6
SCHEDULE "B" - SERVICE SPECIFICATIONS	7
SCHEDULE "C" - BUDGET	8
SCHEDULE "D" - PAYMENT SCHEDULE.....	9
SCHEDULE "E" - TARIFF-FARES	10

ANNUAL OPERATING AGREEMENT

BETWEEN: THE CITY OF PRINCE GEORGE
(the "Municipality")

AND: BRITISH COLUMBIA TRANSIT
(the "Authority")

AND: PRINCE GEORGE TRANSIT LTD.
(the "Operating Company")

WHEREAS the Municipality and the Authority are authorized to contract for the provision of a Public Passenger Transportation System and share in the costs of providing same pursuant to the British Columbia Transit Act.

WHEREAS the Operating Company is authorized to operate, manage and maintain a Public Passenger Transportation System within the Prince George Transit Service Area.

WHEREAS the parties hereto have entered into a Master Operating Agreement effective which sets out the general rights and responsibilities of the parties hereto.

AND WHEREAS the parties hereto wish to enter into an Annual Operating Agreement which sets out, together with the Master Agreement, the specific terms and conditions for the operation of the Public Passenger Transportation System for the upcoming term.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and of the covenants herein contained, the parties covenant and agree with each other as follows:

SECTION 1 – DEFINITION OF TERMS

- 1.1 Definitions: Unless agreed otherwise in the Annual Operating Agreement, the definitions set out in the Master Agreement shall apply to this Annual Operating Agreement including:
- (a) "**Annual Operating Agreement**" shall mean this Annual Operating Agreement and any Annual Operating Agreement Amendment negotiated and entered into by the parties subsequent hereto;
 - (b) "**Master Agreement**" shall mean the Master Operating Agreement, including any amendments made thereto;

SECTION 2 – INCORPORATION OF MASTER AGREEMENT

- 2.1 Incorporation of Master Agreement into Annual Operating Agreement: Upon execution, this Annual Operating Agreement shall be deemed integrated into the Master Agreement and thereafter the Master Agreement and the current Annual Operating Agreement shall be read together as a single integrated document and shall be deemed to be the Annual Operating Agreement for the purposes of the British Columbia Transit Act, as amended from time to time.

SECTION 3 – TERM AND RENEWAL

- 3.1 Term and Renewal: The term of this Agreement shall be from April 1, 2008 to March 31, 2009 except as otherwise provided herein. Pursuant to successful settlement between the Operating Company, the Municipality, and the Authority this Agreement will be renewed for six (6), twelve-month periods. It is acknowledged by the parties that in the event of termination or non-renewal of the Annual Operating Agreement, the Master Agreement shall likewise be so terminated or not renewed, as the case may be.

SECTION 4 – SCHEDULES

4.1 Schedules: The schedules attached hereto shall form part of the Annual Operating Agreement and be binding upon the parties hereto as though they were incorporated into the body of this Agreement.

- a) Schedule "A" – Transit Service Area
- b) Schedule "B" - Service Specifications
- c) Schedule "C" - Budget
- d) Schedule "D" – Payment Schedule
- e) Schedule "E" – Tariff-Fares

SECTION 5 – MISCELLANEOUS PROVISIONS

- 5.1 Amendment: This Annual Operating Agreement and the Schedules attached hereto may be amended only with the prior written consent of all parties.
- 5.2 Assignment: This Annual Operating Agreement shall not be assignable without the prior written consent of the other parties.
- 5.3 Enurement: The Annual Operating Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors.

SECTION 6 - Notices and Communication

All notices, claims and communications required or permitted to be given hereunder shall be in writing and shall be sufficiently given if personally delivered to a responsible officer of the party hereto to whom it is addressed or if mailed by prepaid registered mail, to:

CITY OF PRINCE GEORGE
c/o Manager-Transportation
1100 Patricia Boulevard
Prince George, BC V2L 3V9

and to: **BC Transit**
c/o Senior VP Municipal Systems Program
520 Gorge Road East
Victoria, BC V8W 2P3

and to:

PRINCE GEORGE TRANSIT LTD.
c/o General Manager
1041 Great Street
Prince George, BC V2N 2K8

and, if so mailed during regular mail service, shall be deemed to have been received five (5) days following the date of such mailing.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals and where a party is a corporate entity the seal of such party has been affixed hereto in the presence of its duly authorized officer this day of

THE CORPORATE SEAL OF **THE CITY OF PRINCE GEORGE** has been hereto affixed in the presence of:

THE COMMON SEAL OF **BRITISH COLUMBIA TRANSIT** has been hereto affixed in the presence of:

SENIOR VP, MUNICIPAL SYSTEMS PROGRAM

CORPORATE SECRETARY

THE CORPORATE SEAL OF **PRINCE GEORGE TRANSIT LTD.** has been hereto affixed in the presence of:

SCHEDULE "A" - Transit Service Area Boundaries

The boundaries of the Municipal Transit Service Area shall be defined as follows:

The boundaries of the Prince George Transit Service Area shall be the municipal boundaries of the City of Prince George.

SCHEDULE "B"

Prince George Base Budget Official AOA Amendment #1 2008/2009

Schedule 'B'
Effective Apr 01, 2008

Scheduled Revenue Service

08/09 PRG Spring (Apr 01, 2008 to Jun 27, 2008)							
	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Hrs/Day	189.17	189.17	189.17	189.17	189.17	131.56	44.33
Kms/Day	4,117.60	4,117.60	4,117.60	4,117.60	4,117.60	2,948.00	966.60
08/09 PRG Late Summer (Jun 28, 2008 to Aug 23, 2008)							
	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Hrs/Day	174.50	174.50	174.50	174.50	174.50	131.56	44.33
Kms/Day	3,933.20	3,933.20	3,933.20	3,933.20	3,933.20	2,948.00	966.60
08/09 Aug 24 - Mar 31 (Aug 24, 2008 to Mar 31, 2009)							
	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Hrs/Day	200.47	200.47	200.47	200.47	205.47	135.85	52.39
Kms/Day	4,484.63	4,484.63	4,484.63	4,484.63	4,596.48	3,043.97	1,122.56

Extra Revenue Service

	Apr, 2008	May, 2008	Jun, 2008	Jul, 2008	Aug, 2008	Sep, 2008	Oct, 2008	Nov, 2008	Dec, 2008	Jan, 2009	Feb, 2009	Mar, 2009
Extra School Service Hours	140.36	133.98	121.22		31.90	121.22	133.98		114.84	89.32	121.22	127.60
Extra School Service Kilometres	4,991.89	4,764.99	4,311.18		1,134.52	4,311.18	4,764.99		4,084.27	3,176.66	4,311.18	4,538.08

Adjusted Revenue Service

	Apr, 2008	May, 2008	Jun, 2008	Jul, 2008	Aug, 2008	Sep, 2008	Oct, 2008	Nov, 2008	Dec, 2008	Jan, 2009	Feb, 2009	Mar, 2009

2008/2009 Calendar Specification

Period	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Exceptions	Total	Exception Days
Apr 01, 2008 to Apr 30, 2008	4	5	5	4	4	4	4	0	30	
May 01, 2008 to May 31, 2008	4	4	4	5	5	5	4	1	31	May 19, 2008 Victoria Day 2008 (Mon)
Jun 01, 2008 to Jun 27, 2008	4	4	4	4	4	3	4	0	27	Jul 01, 2008 Canada Day 2008 (Tue)
Jun 28, 2008 to Jun 30, 2008	1	0	0	0	0	1	1	0	3	Aug 04, 2008 BC Day 2008 (Mon)
Jul 01, 2008 to Jul 31, 2008	4	4	5	5	4	4	4	1	31	Sep 01, 2008 Labour Day 2008 (Mon)
Aug 01, 2008 to Aug 23, 2008	2	3	3	3	4	4	3	1	23	Oct 13, 2008 Thanksgiving Day 2008 (Mon)
Aug 24, 2008 to Aug 31, 2008	1	1	1	1	1	1	2	0	8	Nov 11, 2008 Remembrance Day 2008 (Tue)
Sep 01, 2008 to Sep 30, 2008	4	5	4	4	5	4	4	1	30	Dec 25, 2008 Christmas Day 2008 (Thu)
Oct 01, 2008 to Oct 31, 2008	3	4	5	5	5	4	4	1	31	Dec 26, 2008 Boxing Day 2008 (Fri)
Nov 01, 2008 to Nov 30, 2008	4	3	4	4	4	5	5	1	31	Jan 01, 2009 New Year Day 2009 (Thu)
Dec 01, 2008 to Dec 31, 2008	5	5	5	3	3	4	4	2	31	
Jan 01, 2009 to Jan 31, 2009	4	4	4	4	5	5	4	1	31	
Feb 01, 2009 to Feb 28, 2009	4	4	4	4	4	4	4	0	28	
Mar 01, 2009 to Mar 31, 2009	5	5	4	4	4	4	5	0	31	
Total	48	51	52	50	51	52	52	9	365	9 Exceptions

Monthly Summary

Month	Conventional Transit							
	Revenue Hours				Revenue Kilometers			
	Scheduled	Extra	Adjusted	Total	Scheduled	Extra	Adjusted	Total
April, 2008	4,865.30	140.36		5,005.66	106,245.60	4,991.89		111,237.49
May, 2008	4,807.69	133.98		4,941.67	105,078.00	4,764.99		109,840.99
June, 2008	4,705.79	121.22		4,827.01	102,910.20	4,311.18		107,221.38
July, 2008	4,542.58	0.00		4,542.58	102,188.80	0.00		102,188.80
August, 2008	4,524.71	31.90		4,556.61	101,513.89	1,134.52		102,648.41
September, 2008	4,982.83	121.22		5,104.05	111,290.75	4,311.18		115,601.93
October, 2008	5,188.30	133.98		5,322.28	115,867.23	4,764.99		120,632.22
November, 2008	4,770.13	114.84		4,884.97	106,486.02	4,084.27		110,570.29
December, 2008	4,977.83	89.32		5,067.15	111,178.90	3,176.66		114,355.56
January, 2009	5,123.88	121.22		5,244.90	114,446.57	4,311.18		118,757.75
February, 2009	4,782.36	127.60		4,909.96	106,808.12	4,538.08		111,344.20
March, 2009	5,235.69	102.08		5,337.77	116,897.94	3,630.47		120,528.41
Total	58,506.87	1,237.72	0.00	59,744.59	1,300,930.02	44,019.41	0.00	1,344,949.43

Schedule C

Information severed pursuant to
 section 21(1) of the
 FOI - POP Act

Prince George Conventional Transit**Official AOA Amendment #1****2008/2009**

TRANSIT REVENUE	
Farebox Cash	\$543,285
Tickets & Passes	\$672,118
BC Bus Pass	\$305,808
Advertising	\$2,864
TOTAL REVENUE	\$1,524,075
EXPENDITURES	
Fixed Costs	
Variable Hourly Costs - Scheduled Service	
Variable Hourly Costs - Extra Service	
Variable Distance Costs - Scheduled Service	
Variable Distance Costs - Extra Service	
Maintenance - Running Repairs	
Maintenance - Major Repairs	
ICBC Insurance	\$81,740
Captive Insurance	\$15,555
Information Systems	\$15,500
TOTAL DIRECT OPERATING COSTS	\$4,886,310
Marketing	\$53,400
Municipal Administration	\$97,726
BCT Management Services	\$257,509
TOTAL OPERATING COSTS	\$5,294,946
Debt Service - Vehicles (Local Share)	\$445,730
Debt Service - Equipment (Local Share)	\$24,258
TOTAL DEBT SERVICE - LOCAL SHARE	\$469,987
TOTAL COSTS	\$5,764,933
COST SHARING	
Municipal Share of Costs	\$3,292,723
Less: Total Revenue	\$1,524,075
Less: Municipal Administration	\$97,726
Net Municipal Share of Costs	\$1,670,921
Authority Share of Costs	\$2,472,210
STATISTICS	
Scheduled Revenue Hours	58,506.87
Extra Revenue Hours	1,237.72
Scheduled Revenue Kilometres	1,300,930.02
Extra Revenue Kilometres	44,019.41
Total Passengers	1,358,224
Conventional Passengers	1,358,224

Schedule "D" - Payment Schedule

Prince George Conventional Transit-Amendment #1
2008/2009 AOA BUDGET

Information severed pursuant to
Section 21(1) of the
FOI - POP Act

1) Payment Schedule

The Authority agrees to pay the Operating Company a monthly payment on the following basis:

a) for Specified Service in Schedule "B" for the period April 1 to August 31, 2008:

- i) for Fixed Monthly Payment; plus
- ii) per Revenue Hour; plus
- iii) per Revenue Kilometre;

b) for Deleted Fixed Costs as outlined in Section 6 (2), an amount equal to 1/365 of the Fixed Monthly Costs amount contained in Schedule "C" shall be deducted for each day or part day.

c) for Added Service or Deleted Service within the regular hours of system operation specified in Schedule "B":

- i) per Revenue Hour; plus
 - ii) per Revenue Kilometre;
- with allowance for wage premium payments (up to 1.5 times the regular Revenue Hour payment), if applicable, when service is added beyond the regular hours of operation.

d) for Maintenance:

- i) per hour for labour by a licensed mechanic for the maintenance of transit vehicles.

e) for fuel costs, in the event diesel fuel costs should exceed \$1.0000 / litre a payment will be made in accordance with Section 6 (3) of this agreement to compensate the Operating Company for the actual cost of all diesel fuel consumed to a maximum of litres for Scheduled Revenue Kilometres in Schedule "B". This maximum number of litres will be adjusted in proportion to Extra or Deleted Revenue Service Kilometres.

f) Special Group Trips cost recovery shall be credited to the Authority on the monthly contractors invoice.

g) for Specified Service in Schedule "B" for the period September 1, 2008 to March 31, 2009:

- i) for Fixed Monthly Payment; plus
- ii) per Revenue Hour; plus
- iii) per Revenue Kilometre;

h) for Deleted Fixed Costs as outlined in Section 6 (2), an amount equal to 1/365 of the Fixed Monthly Costs amount contained in Schedule "C" shall be deducted for each day or part day.

i) for Added Service or Deleted Service within the regular hours of system operation specified in Schedule "B":

- i) per Revenue Hour; plus
 - ii) per Revenue Kilometre;
- with allowance for wage premium payments (up to 1.5 times the regular Revenue Hour payment), if applicable, when service is added beyond the regular hours of operation.

j) for Maintenance:

- i) per hour for labour by a licensed mechanic for the maintenance of transit vehicles.

k) for fuel costs, in the event diesel fuel costs should exceed \$1.3500 / litre a payment will be made in accordance with Section 6 (3) of this agreement to compensate the Operating Company for the actual cost of all diesel fuel consumed to a maximum of litres for Scheduled Revenue Kilometres in Schedule "B". This maximum number of litres will be adjusted in proportion to Extra or Deleted Revenue Service Kilometres.

l) Special Group Trips cost recovery shall be credited to the Authority on the monthly contractors invoice.

Information contained in Schedule "C" - Budget and Schedule "D" - Payment Schedule is subject to the Freedom of Information and Protection of Privacy Act.

Consult with BC Transit prior to releasing information in these Schedules to individuals or companies other than those who are party to the Agreement.

Schedule "E" – Tariff-Fares**Fares:**

- | | | | |
|----|---|----------------|------------------------------------|
| a) | <u>Single Cash Fares:</u> | | |
| | i) Adult | | \$2.00 |
| | ii) Senior | | \$1.50 |
| | iii) Student | | \$1.50 |
| | iv) Child under 5 years, | | Free when accompanied by an adult. |
| | v) Accessible Transit Attendant - | | Free |
| b) | <u>10-Tickets:</u> | Adult | \$15.00 |
| | | Senior/Student | \$12.50 |
| c) | <u>Day Pass</u> | Adult | \$4.50 |
| | | Senior/Student | \$4.00 |
| d) | <u>Monthly Pass</u> | Adult | \$48.00 |
| | | Senior/Student | \$32.00 |
| e) | <u>Semester Pass*</u> | Student | \$105.00 |
| f) | <u>Pro Pass**</u> | | \$40.00 |
| g) | <u>BC Bus Pass</u> valid for the current calendar year.. | | |
| h) | <u>CNIB Pass</u> available from the local office of the CNIB. | | |

* Available in three four-month semesters per year: September to December, January to April and May to August.

** Available via monthly payroll deduction from employers with 8 or more employees