

**CITY OF PRINCE GEORGE**

**BYLAW NO. 8300**

**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 for 2010 to 2011.**

**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. 8300, 2010".

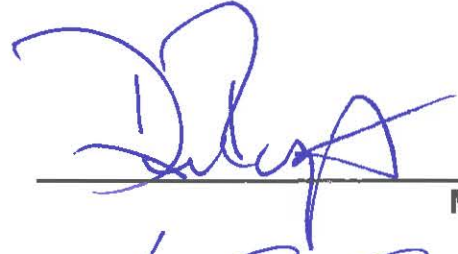
READ A FIRST TIME THIS THE        9<sup>th</sup>    DAY OF        **August**        , 2010.

READ A SECOND TIME THIS THE     9<sup>th</sup>    DAY OF        **August**        , 2010.

READ A THIRD TIME THIS THE      9<sup>th</sup>    DAY OF        **August**        , 2010.

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

ADOPTED THIS THE 23rd DAY OF AUGUST, 2010, BY A  
UNANIMOUS DECISION OF ALL MEMBERS OF CITY COUNCIL  
PRESENT AND ELIGIBLE TO VOTE.

  
\_\_\_\_\_  
MAYOR

  
\_\_\_\_\_  
CORPORATE OFFICER

Schedule "A"  
To Bylaw No. 8300, 2010

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, 2010 TO MARCH 31, 2011

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.

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## 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, 2010 to March 31, 2011 except as otherwise provided herein. Pursuant to successful settlement between the Operating Company, the Municipality, and the Authority this Agreement will be renewed for four (4), 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 Chief Operating Officer  
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:

\_\_\_\_\_

CHIEF OPERATING OFFICER

\_\_\_\_\_

CHIEF FINANCIAL OFFICER

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" – Service Specifications

Prince George Base Budget Official AOA 2010/2011

Schedule 'B'

Effective Apr 01 2010

**Scheduled Revenue Service**

10/11 part April (Apr 01, 2010 to Apr 23, 2010)								
	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Apr 05, 2010
Hrs/Day	214 19	214 19	214 19	214 19	219 19	135 77	52 45	214 19
Kms/Day	4 791 55	4 791 55	4 791 55	4 791 55	4 903 40	3 039 04	1 171 99	4 791 55

10/11 PRG Summer Revised (Apr 24, 2010 to Sep 07, 2010)								
	Mon	Tue	Wed	Thu	Fri	Sat	Sun	
Hrs/Day	186 95	186 95	186 95	186 95	186 95	135 77	52 45	
Kms/Day	4 182 18	4 182 18	4 182 18	4 182 18	4 182 18	3 042 16	1 123 85	

10/11 Fall/Winter (Sep 08, 2010 to Mar 31, 2011)								
	Mon	Tue	Wed	Thu	Fri	Sat	Sun	
Hrs/Day	214 19	214 19	214 19	214 19	219 19	135 77	52 45	
Kms/Day	4 791 55	4 791 55	4 791 55	4 791 55	4 903 40	3 039 04	1 171 99	

**Extra Revenue Service**

	Apr 2010	May 2010	Jun 2010	Jul 2010	Aug 2010	Sep 2010	Oct 2010	Nov 2010	Dec 2010	Jan 2011	Feb 2011	Mar 2011
Extra Overhead Hours						193 27	193 27	193 27	193 27	193 27	193 27	193 27
Extra Overhead Kilometres						4 323 62	4 323 62	4 323 62	4 323 62	4 323 62	4 323 62	4 323 62
Extra School Service Hours	121 23	127 60	133 96			102 06	127 60	133 96	89 31	121 23	121 23	106 46
Extra School Service Kilometres	4 311 19	4 538 08	4 764 59			3 630 48	4 538 06	4 764 95	3 176 66	4 311 19	4 311 19	3 857 36

**Adjusted Revenue Service**

	Apr 2010	May 2010	Jun 2010	Jul 2010	Aug 2010	Sep 2010	Oct 2010	Nov 2010	Dec 2010	Jan 2011	Feb 2011	Mar 2011

**2010/2011 Calendar Specification**

Period	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Exceptions	Total	Exception Days
Apr 01 2010 to Apr 23 2010	2	3	3	4	3	3	3	2	23	Apr 02 2010 Good Friday 2010 (Fri)
Apr 24 2010 to Apr 30 2010	1	1	1	1	1	1	1	0	7	Apr 05 2010 Easter Monday 2010 (Mon)
May 01 2010 to May 31 2010	4	4	4	4	4	4	5	1	31	May 24 2010 Victoria Day 2010 (Mon)
Jun 01 2010 to Jun 30 2010	4	5	5	4	4	4	4	0	30	Jun 01 2010 Canada Day 2010 (Thu)
Jul 01 2010 to Jul 31 2010	4	4	4	4	4	4	4	1	31	Aug 02 2010 BC Day 2010 (Mon)
Aug 01 2010 to Aug 31 2010	4	4	4	4	4	4	4	1	31	Sep 06 2010 Labour Day 2010 (Mon)
Sep 01 2010 to Sep 30 2010	3	3	4	4	3	3	3	6	23	Oct 11 2010 Thanksgiving Day 2010 (Mon)
Oct 01 2010 to Oct 31 2010	3	4	4	4	4	5	5	1	31	Nov 11 2010 Remembrance Day 2010 (Thu)
Nov 01 2010 to Nov 30 2010	5	5	4	4	4	4	4	1	30	Dec 25 2010 Christmas Day 2010 (Sat)
Dec 01 2010 to Dec 31 2010	4	4	5	5	5	3	3	2	31	Dec 26 2010 Boxing Day 2010 (Sun)
Jan 01 2011 to Jan 31 2011	5	4	4	4	4	4	5	1	31	Jan 01 2011 New Years Day 2011 (Sat)
Feb 01 2011 to Feb 28 2011	4	4	4	4	4	4	4	0	28	
Mar 01 2011 to Mar 31 2011	4	4	5	5	4	4	4	0	31	
<b>Total</b>	<b>47</b>	<b>52</b>	<b>52</b>	<b>51</b>	<b>51</b>	<b>50</b>	<b>51</b>	<b>11</b>	<b>365</b>	<b>11 Exceptions</b>

**Monthly Summary**

Month	Conventional Transit							
	Revenue Hours				Revenue Kilometres			
	Scheduled	Extra	Adjusted	Total	Scheduled	Extra	Adjusted	Total
April 2010	5 129 67	121 23		5 250 90	114 710 37	4 311 19		119 021 56
May 2010	4 680 10	127 60		4 807 70	104 473 75	4 538 08		109 011 83
June 2010	4 865 78	133 98		4 999 76	108 672 05	4 764 95		113 437 07
July 2010	4 814 60	0 00		4 814 60	107 532 08	0 00		107 532 08
August 2010	4 731 28	0 00		4 731 28	105 613 75	0 00		105 613 75
September 2010	5 156 91	295 35		5 452 26	115 319 74	7 954 10		123 273 84
October 2010	5 249 50	320 87		5 570 77	117 445 40	8 861 70		126 307 10
November 2010	5 270 87	327 25		5 598 12	117 914 07	9 088 61		127 002 68
December 2010	5 518 03	282 58		5 798 61	123 397 99	7 500 28		130 898 27
January 2011	5 323 32	314 50		5 637 82	119 086 05	8 634 81		127 720 87
February 2011	5 056 68	314 50		5 371 18	113 122 52	8 634 81		121 757 33
March 2011	5 695 25	301 73		6 000 98	127 497 17	8 180 98		135 678 15
<b>Total</b>	<b>61 494 39</b>	<b>2 539 59</b>	<b>0 00</b>	<b>64 033 98</b>	<b>1 374 784 98</b>	<b>72 469 55</b>	<b>0 00</b>	<b>1 447 254 53</b>

## Schedule C

### Prince George Conventional Transit

**Official AOA  
2010/2011**

<b>TRANSIT REVENUE</b>	
Farebox Cash	\$472,512
Tickets & Passes	\$1,051,721
BC Bus Pass	\$200,767
Advertising	\$12,261
<b>TOTAL REVENUE</b>	<b>\$1,737,261</b>
<b>EXPENDITURES</b>	
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 - Accident Repairs	
ICBC Insurance	\$105,850
Captive Insurance	\$17,292
Information Systems	\$33,311
H.S.T.	\$54,251
<b>TOTAL DIRECT OPERATING COSTS</b>	<b>\$5,149,791</b>
Marketing	\$64,000
Interest Credit	-\$26,161
Municipal Administration	\$102,996
BCT Management Services	\$386,031
<b>TOTAL OPERATING COSTS</b>	<b>\$5,676,657</b>
Debt Service - Vehicles (Local Share)	\$673,182
Debt Service - Equipment (Local Share)	\$27,177
Debt Service - PTIP (Local Share)	-\$84,000
<b>TOTAL DEBT SERVICE - LOCAL SHARE</b>	<b>\$616,360</b>
<b>TOTAL COSTS</b>	<b>\$6,293,016</b>
<b>COST SHARING</b>	
Municipal Share of Costs	\$3,642,585
Less: Total Revenue	\$1,737,261
Less: Municipal Administration	\$102,996
Net Municipal Share of Costs	\$1,802,328
Authority Share of Costs	\$2,650,431
<b>STATISTICS</b>	
Scheduled Revenue Hours	61,494.39
Extra Revenue Hours	2,539.59
Scheduled Revenue Kilometres	1,374,784.98
Extra Revenue Kilometres	72,469.55
Total Passengers	1,725,000
<i>Conventional Passengers</i>	<i>1,725,000</i>

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

**Schedule "D" - Payment Schedule**

Prince George Conventional Transit  
2010/2011 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":**

- i) for Fixed Monthly Payment; plus
- ii) per Revenue Hour; plus
- iii) per Revenue Kilometre for fuel for conventional transit service
- iv) per Revenue Kilometre for tires for conventional transit service.

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 for fuel for conventional transit service.
  - iii) per Revenue Kilometre for tires for conventional transit service.
- 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 \$1.0400 / 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) Prior to conducting a Special Group Trip, the Operating Company must apply for and receive from BC Transit, a pre-approval to conduct the trip, the cost recovery rates to be charged and the method of payment.

**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>U-PASS</u> (per semester)   |                | \$48.00                            |
| g) | <u>Pro Pass**</u>  |                | \$39.00                            |
| h) | <u>BC Bus Pass</u> valid for the current calendar year and available through the Ministry of Housing and Social Development. |                |                                    |
| i) | <u>CNIB Pass</u> available from the local office of the CNIB.  |                |                                    |
| j) | BC Transit Employee Bus Pass   |                |                                    |

\* 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