






ADOPTED THIS THE 2nd DAY OF MAY, 2011, BY A UNANIMOUS DECISION OF ALL MEMBERS OF CITY COUNCIL PRESENT AND ELIGIBLE TO VOTE.

  
\_\_\_\_\_  
MAYOR

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



**Schedule "A"**  
**To Bylaw No. 8345, 2011**

**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, 2011 TO MARCH 31, 2012**

**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, 2011 to March 31, 2012 except as otherwise provided herein. Pursuant to successful settlement between the Operating Company, the Municipality, and the Authority this Agreement will be renewed for three (3), 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 2 2011/2012

Schedule 'B'  
Effective Apr 01 2011

**Scheduled Revenue Service**

11/12 PRG part April (Apr 01, 2011 to Apr 11, 2011)								
	Mon	Tue	Wed	Thu	Fri	Sat	Sun	
Hrs/Day	221.37	221.37	221.37	221.37	225.77	136.34	62.70	
Kms/Day	4,952.04	4,952.04	4,952.04	4,952.04	6,050.47	3,027.56	1,178.90	
11/12 PRG University low (Apr 12, 2011 to Sep 05, 2011)								
	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Apr 22 2011
Hrs/Day	206.60	206.60	206.60	206.60	206.60	136.34	52.70	206.60
Kms/Day	4,621.64	4,621.64	4,621.64	4,621.64	4,621.64	3,027.56	1,178.90	4,621.04
11/12 agh fall/winter (Sep 06, 2011 to Mar 31, 2012)								
	Mon	Tue	Wed	Thu	Fri	Sat	Sun	
Hrs/Day	221.37	221.37	221.37	221.37	225.77	136.34	62.70	
Kms/Day	4,952.04	4,952.04	4,952.04	4,952.04	6,050.47	3,027.56	1,178.90	

**Extra Revenue Service**

	Apr 2011	May 2011	Jun 2011	Jul 2011	Aug 2011	Sep 2011	Oct 2011	Nov 2011	Dec 2011	Jan 2012	Feb 2012	Mar 2012
Extra Overhead Hours						107.35	107.35	107.35	107.35	107.35	107.35	107.35
Extra Overhead Kilometres						2,403.43	2,403.43	2,403.43	2,403.43	2,403.43	2,403.43	2,403.43
Extra School Service Hours	127.60	133.98	140.36			121.22	127.60	133.98	108.46	140.36	133.98	140.36
Extra School Service Kilometres	4,537.72	4,764.61	4,991.49			4,310.83	4,537.72	4,764.61	3,857.06	4,991.49	4,764.61	4,991.49

**Adjusted Revenue Service**

	Apr 2011	May 2011	Jun 2011	Jul 2011	Aug 2011	Sep 2011	Oct 2011	Nov 2011	Dec 2011	Jan 2012	Feb 2012	Mar 2012

**2011/2012 Calendar Specification**

Period	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Exceptions	Total	Exception Days
Apr 01 2011 to Apr 11 2011	2	1	1	1	2	2	2	0	11	Apr 22 2011 Good Friday 2011 (Fri)
Apr 12 2011 to Apr 30 2011	2	3	3	0	2	3	2	1	19	May 23 2011 Victoria Day 2011 (Mon)
May 01 2011 to May 31 2011	4	5	4	4	4	4	5	1	31	Jul 01 2011 Canada Day 2011 (Fri)
Jun 01 2011 to Jun 30 2011	4	4	5	5	4	4	4	0	30	Aug 01 2011 BC Day 2011 (Mon)
Jul 01 2011 to Jul 31 2011	4	4	4	4	4	6	5	1	31	Sep 05 2011 Labour Day 2011 (Mon)
Aug 01 2011 to Aug 31 2011	4	5	5	4	4	4	4	1	31	Oct 10 2011 Thanksgiving Day 2011 (Mon)
Sep 01 2011 to Sep 05 2011	0	0	0	1	1	1	1	1	5	Nov 11 2011 Remembrance Day 2011 (Fri)
Sep 06 2011 to Sep 30 2011	3	4	4	4	4	3	2	0	23	Dec 25 2011 Christmas Day 2011 (Sun)
Oct 01 2011 to Oct 31 2011	4	4	4	4	4	5	6	1	31	Dec 26 2011 Boxing Day 2011 (Mon)
Nov 01 2011 to Nov 30 2011	4	5	5	4	2	4	4	1	30	Jan 01 2012 New Year's Day 2012 (Sun)
Dec 01 2011 to Dec 31 2011	3	4	4	4	5	5	3	2	31	
Jan 01 2012 to Jan 31 2012	5	6	4	4	4	4	4	1	31	
Feb 01 2012 to Feb 29 2012	4	4	5	4	4	4	4	0	29	
Mar 01 2012 to Mar 31 2012	4	4	4	5	5	5	4	0	31	
<b>Total</b>	<b>47</b>	<b>62</b>	<b>62</b>	<b>62</b>	<b>60</b>	<b>63</b>	<b>60</b>	<b>10</b>	<b>366</b>	<b>10 Exceptions</b>

**Monthly Summary**

Month	Conventional Transit						
	Scheduled	Revenue Hours		Total	Scheduled	Revenue Kilometers	
		Extra	Adjusted		Extra	Adjusted	Total
Apr 2011	5,338.29	127.60		5,465.89	118,417.50	4,537.72	123,955.22
May 2011	5,143.46	133.93		5,277.44	115,069.18	4,764.61	119,833.79
June 2011	5,297.36	140.36		5,437.72	118,501.92	4,991.49	123,493.41
July 2011	5,072.20	0.00		5,072.20	113,465.10	0.00	113,465.10
August 2011	5,297.36	0.00		5,297.36	118,501.92	0.00	118,501.92
September 2011	5,386.90	228.57		5,615.47	120,551.60	6,714.26	127,265.86
October 2011	5,386.20	234.95		5,621.15	120,466.82	6,941.15	127,407.97
November 2011	5,414.13	241.33		5,655.46	121,113.97	7,188.04	128,302.01
December 2011	5,605.57	215.81		5,821.38	123,159.46	6,260.49	129,419.95
January 2012	5,039.90	247.71		5,287.61	126,164.44	7,394.82	133,559.26
February 2012	5,418.53	241.33		5,659.86	121,212.40	7,188.04	128,400.44
March 2012	5,779.64	247.71		6,027.35	129,290.43	7,394.82	136,685.25
<b>Total</b>	<b>64,690.83</b>	<b>2,059.35</b>	<b>0.00</b>	<b>66,739.98</b>	<b>1,446,904.77</b>	<b>63,335.64</b>	<b>1,510,240.41</b>

## Schedule C

### Prince George Conventional Transit

Official AOA  
2011/2012

<b>TRANSIT REVENUE</b>	
Farebox Cash	\$527,035
Tickets & Passes	\$1,173,079
BC Bus Pass	\$221,998
Advertising	\$10,375
<b>TOTAL REVENUE</b>	<b>\$1,932,487</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	
Fleet Maintenance	
Accident Repairs	
ICBC Insurance	\$113,221
Fleet Insurance	\$20,230
Information Systems	\$43,606
H.S.T.	\$78,098
<b>TOTAL DIRECT OPERATING COSTS</b>	<b>\$5,600,571</b>
Training (Education & Seminars)	\$20,089
Marketing	\$65,920
Municipal Administration	\$105,056
BCT Management Services	\$398,477
<b>TOTAL OPERATING COSTS</b>	<b>\$6,190,113</b>
Debt Service - Vehicles (Local Share)	\$655,517
Debt Service - Equipment (Local Share)	\$46,800
Debt Service - PTIP (Local Share)	-\$100,577
<b>TOTAL DEBT SERVICE - LOCAL SHARE</b>	<b>\$601,740</b>
<b>TOTAL COSTS</b>	<b>\$6,791,853</b>
<b>COST SHARING</b>	
Municipal Share of Costs	\$3,901,689
Less: Total Revenue	\$1,932,487
Less: Municipal Administration	105,056.00
Net Municipal Share of Costs	\$1,864,146
Authority Share of Costs	\$2,890,164
<b>STATISTICS</b>	
Scheduled Revenue Hours	64,680.63
Extra Revenue Hours	2,059.35
Scheduled Revenue Kilometres	1,446,904.77
Extra Revenue Kilometres	63,335.64
Total Passengers	2,002,200
Conventional Passengers	2,002,200

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

**Schedule "D" - Payment Schedule****Prince George Conventional Transit  
2011/2012 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 1/366 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 \$1,1000 / 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:***Effective as of September 1, 2010*

- |    |   |                |                                    |
|----|---|----------------|------------------------------------|
| a) | <b><u>Single Cash Fares:</u></b>  |                |                                    |
|    | i) Adult  |                | \$2.25                             |
|    | ii) Senior  |                | \$1.75                             |
|    | iii) Student  |                | \$1.75                             |
|    | iv) Child 4 years and under,  |                | Free when accompanied by an adult. |
|    | v) Accessible Transit Attendant   |                | Free                               |
| b) | <b><u>10-Tickets:</u></b>   | Adult          | \$17.00                            |
|    |   | Senior/Student | \$14.25                            |
| c) | <b><u>Day Pass</u></b>  | Adult          | \$5.00                             |
|    |   | Senior/Student | \$4.50                             |
| d) | <b><u>Monthly Pass</u></b>  | Adult          | \$54.00                            |
|    |   | Senior/Student | \$36.00                            |
| e) | <b><u>Semester Pass*</u></b>  | Student        | \$118.00                           |
| f) | <b><u>U-PASS</u></b> (per semester)   |                | \$54.00                            |
| g) | <b><u>Pro Pass**</u></b>  |                | \$44.00                            |
| h) | <b><u>BC Bus Pass</u></b> valid for the current calendar year and available through the Government of British Columbia BC Bus Pass Program. |                |                                    |
| i) | <b><u>CNIB Pass</u></b> Identification Card 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