

CITY OF PRINCE GEORGE

BYLAW NO. 8346

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 Custom Transit Services for 2011 to 2012.

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 custom transit service it shall negotiate with the Carefree Society, 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 the Carefree Society for Custom 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 "Custom Transit Service Annual Operating Agreement Bylaw No. 8346, 2011".

READ A FIRST TIME THIS THE **18th** DAY OF **APRIL** , **2011.**

READ A SECOND TIME THIS THE **18th** DAY OF **APRIL** , **2011.**

READ A THIRD TIME THIS THE **18th** DAY OF **APRIL** , **2011.**

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

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. 8346, 2011

PRINCE GEORGE
(Custom Transit)

ANNUAL OPERATING AGREEMENT

Among

THE CITY OF PRINCE GEORGE

BRITISH COLUMBIA TRANSIT

And

CAREFREE SOCIETY
(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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SCHEDULES

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ANNUAL OPERATING AGREEMENT

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

AND: BRITISH COLUMBIA TRANSIT
(the "**Authority**")

AND: CAREFREE SOCIETY
(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 Custom 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 five (5), 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:

Carefree Society
c/o Manager
2832 Queensway Street
Prince George, BC V2L 4M5

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

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 **CAREFREE SOCIETY** 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 Custom Base Budget Official AOA 2011/2012

Schedule 'B'

Effective Apr 01 2011

Scheduled Revenue Service

11/12 prg Spring/Summer (Apr 01, 2011 to Sep 05, 2011)							
	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Hrs/Day	40.00	40.00	40.00	48.00	40.00	20.00	8.00
Kms/Day	0.00	0.00	0.00	0.00	0.00	0.00	0.00
11/12 prg Part Sept (Sep 06, 2011 to Sep 30, 2011)							
	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Hrs/Day	48.00	48.00	48.00	56.00	48.00	20.00	8.00
Kms/Day	0.00	0.00	0.00	0.00	0.00	0.00	0.00
11/12 Second Half Year (Oct 01, 2011 to Mar 31, 2012)							
	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Hrs/Day	48.00	52.00	52.00	56.00	52.00	28.00	8.00
Kms/Day	0.00	0.00	0.00	0.00	0.00	0.00	0.00

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

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 30, 2011	3	4	4	4	4	4	4	2	30	Apr 22, 2011 Good Friday 2011 (Fri)
May 01, 2011 to May 31, 2011	4	5	4	4	4	4	4	1	31	Apr 25, 2011 Easter Monday 2011 (Mon)
Jun 01, 2011 to Jun 30, 2011	4	4	5	5	4	4	4	0	30	May 23, 2011 Victoria Day 2011 (Mon)
Jul 01, 2011 to Jul 31, 2011	4	4	4	4	4	5	6	1	31	Jul 01, 2011 Canada Day 2011 (Fri)
Aug 01, 2011 to Aug 31, 2011	4	6	6	4	4	4	4	1	31	Aug 01, 2011 BC Day 2011 (Mon)
Sep 01, 2011 to Sep 05, 2011	0	0	0	1	1	1	1	1	6	Sep 05, 2011 Labour Day 2011 (Mon)
Sep 06, 2011 to Sep 30, 2011	3	4	4	4	4	3	3	0	29	Oct 10, 2011 Thanksgiving Day 2011 (Mon)
Oct 01, 2011 to Oct 31, 2011	4	4	4	4	4	5	5	1	31	Nov 11, 2011 Remembrance Day 2011 (Fri)
Nov 01, 2011 to Nov 30, 2011	4	5	6	4	3	4	4	1	30	Dec 25, 2011 Christmas Day 2011 (Sun)
Dec 01, 2011 to Dec 31, 2011	3	4	4	5	5	5	3	2	31	Dec 26, 2011 Boxing Day 2011 (Mon)
Jan 01, 2012 to Jan 31, 2012	5	5	4	4	4	4	4	1	31	Jan 01, 2012 New Year's Day 2012 (Sun)
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	
Total	46	52	52	62	50	63	50	11	365	11 Exceptions

Monthly Summary

Month	Custom Transit							
	Revenue Hours				Revenue Kilometers			
	Scheduled	Extra	Adjusted	Total	Scheduled	Extra	Adjusted	Total
April 2011	924.00			924.00	0.00			0.00
May 2011	992.00			992.00	0.00			0.00
June 2011	1,032.00			1,032.00	0.00			0.00
July 2011	972.00			972.00	0.00			0.00
August 2011	1,024.00			1,024.00	0.00			0.00
September 2011	1,144.00			1,144.00	0.00			0.00
October 2011	1,220.00			1,220.00	0.00			0.00
November 2011	1,236.00			1,236.00	0.00			0.00
December 2011	1,264.00			1,264.00	0.00			0.00
January 2012	1,284.00			1,284.00	0.00			0.00
February 2012	1,236.00			1,236.00	0.00			0.00
March 2012	1,320.00			1,320.00	0.00			0.00
Total	13,648.00	0.00	0.00	13,648.00	0.00	0.00	0.00	0.00

SCHEDULE "B" – Service Specifications

Prince George Community Bus Base Budget Official AOA 2011/20

Schedule 'B'
Effective Apr 01 2011

Scheduled Revenue Service

11/12 Full Year (Apr 01, 2011 to Mar 31, 2012)									
	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Dec 31, 2011	Jan 01, 2012
Hrs/Day	13 50	13 50	13 50	13 50	13 50	12 00	15 70	4 00	4 00
Kms/Day	0 00	0 00	0 00	0 00	0 00	0 00	0 00	0 00	0 00

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

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 30 2011	4	4	4	4	4	5	4	1	30	Apr 22 2011 Good Friday 2011 (Fri)
May 01 2011 to May 31 2011	4	5	4	4	4	4	5	1	31	May 23 2011 Victoria Day 2011 (Mon)
Jun 01 2011 to Jun 30 2011	4	4	5	5	4	4	4	0	30	Jul 01 2011 Canada Day 2011 (Fri)
Jul 01 2011 to Jul 31 2011	4	4	4	4	4	5	5	1	31	Aug 01 2011 BC Day 2011 (Mon)
Aug 01 2011 to Aug 31 2011	4	5	5	4	4	4	4	1	31	Sep 05 2011 Labour Day 2011 (Mon)
Sep 01 2011 to Sep 30 2011	3	4	4	5	5	4	4	1	30	Oct 10 2011 Thanksgiving Day 2011 (Mon)
Oct 01 2011 to Oct 31 2011	4	4	4	4	4	5	5	1	31	Nov 11 2011 Remembrance Day 2011 (Fri)
Nov 01 2011 to Nov 30 2011	4	5	5	4	3	4	4	1	30	Dec 25 2011 Christmas Day 2011 (Sun)
Dec 01 2011 to Dec 31 2011	3	4	4	5	5	4	3	3	31	Dec 26 2011 Boxing Day 2011 (Mon)
Jan 01 2012 to Jan 31 2012	5	5	4	4	4	4	4	1	31	Dec 31 2011 New Year's Eve 2011 (Sat)
Feb 01 2012 to Feb 29 2012	4	4	5	4	4	4	4	0	29	Jan 01 2012 New Year's Day 2012 (Sun)
Mar 01 2012 to Mar 31 2012	4	4	4	5	6	5	4	0	31	
Total	47	52	52	52	50	62	50	11	386	11 Exceptions

Monthly Summary

Month	Paratransit							
	Revenue Hours				Revenue Kilometers			
	Scheduled	Extra	Adjusted	Total	Scheduled	Extra	Adjusted	Total
April 2011	392 80			392 80	0 00			0 00
May 2011	410 00			410 00	0 00			0 00
June 2011	407 80			407 80	0 00			0 00
July 2011	408 50			408 50	0 00			0 00
August 2011	407 80			407 80	0 00			0 00
September 2011	394 30			394 30	0 00			0 00
October 2011	408 50			408 50	0 00			0 00
November 2011	394 30			394 30	0 00			0 00
December 2011	382 60			382 60	0 00			0 00
January 2012	411 80			411 80	0 00			0 00
February 2012	394 30			394 30	0 00			0 00
March 2012	418 80			418 80	0 00			0 00
Total	4 832 50	0 00	0 00	4 832 50	0 00	0 00	0 00	0 00

Schedule C

Prince George Custom Transit

**Official AOA
2011/2012**

TRANSIT REVENUE	
Farebox Cash	\$98,633
TOTAL REVENUE	\$98,633
EXPENDITURES	
Fixed Costs	
Variable Hourly Costs - Scheduled Service	
Variable Distance Costs - Scheduled Service	
Fleet Maintenance	
Major Repairs	
Accident Repairs	
Taxi Supplement	\$17,000
Taxi Saver Program	\$130,000
Taxi Saver Recoveries	-\$75,000
ICBC Insurance	\$10,275
Fleet Insurance	\$1,870
Information Systems	\$8,487
H.S.T.	\$14,690
TOTAL DIRECT OPERATING COSTS	\$949,312
Training (Education & Seminars)	\$2,662
Marketing	\$4,120
Municipal Administration	\$18,014
BCT Management Services	\$71,782
TOTAL OPERATING COSTS	\$1,045,890
Debt Service - Vehicles (Local Share)	\$60,580
Debt Service - Equipment (Local Share)	\$5,340
TOTAL DEBT SERVICE - LOCAL SHARE	\$65,920
TOTAL COSTS	\$1,111,810
COST SHARING	
Municipal Share of Costs	\$414,306
Less: Total Revenue	\$98,633
Less: Municipal Administration	18,014.00
Net Municipal Share of Costs	\$297,659
Authority Share of Costs	\$697,504
STATISTICS	
Scheduled Revenue Hours	13,648.00
Total Passengers	67,420
Custom/Para Passengers - Vans	46,230
Custom/Para Passengers - Taxi Supplement	1,650
Taxi Saver Passengers	19,540

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

Schedule C

Prince George Community Bus

Official AOA
2011/2012

TRANSIT REVENUE	
Farebox Cash	\$16,328
TOTAL REVENUE	\$16,328
EXPENDITURES	
Fixed Costs	
Variable Hourly Costs - Scheduled Service	
Variable Distance Costs - Scheduled Service	
Fleet Maintenance	
Accident Repairs	
ICBC Insurance	\$1,236
H.S.T.	\$3,771
TOTAL DIRECT OPERATING COSTS	\$261,230
Training (Education & Seminars)	\$935
Municipal Administration	\$5,064
BCT Management Services	\$20,783
TOTAL OPERATING COSTS	\$288,012
Debt Service - Vehicles (Local Share)	\$9,993
Debt Service - Equipment (Local Share)	\$506
TOTAL DEBT SERVICE - LOCAL SHARE	\$10,499
TOTAL COSTS	\$298,511
COST SHARING	
Municipal Share of Costs	\$164,039
Less: Total Revenue	\$16,328
Less: Municipal Administration	5,064.00
Net Municipal Share of Costs	\$142,647
Authority Share of Costs	\$134,473
STATISTICS	
Scheduled Revenue Hours	4,832.50
Total Passengers	24,370
Conventional Passengers	24,370

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

Schedule "D" - Payment Schedule

**Prince George Custom Transit and Community Bus
2011/2012 AOA BUDGET**

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 Prince George Custom; plus
- ii) for Fixed Monthly Payment Prince George Community Bus; plus
- iii) per Revenue Hour for service Prince George Custom; plus
- iv) per Revenue Hour for Prince George Community Bus; plus
- v) Variable distance costs for fuel and tires as billed, with satisfactory supporting documentation.

b) for Maintenance:

- i) Vehicle maintenance subcontracted by the Operating Company shall be paid at cost in accordance with the budget specified in Schedule "C", with satisfactory supporting documentation (invoices).
- c) 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.
- d) BC Transit will cost share with the City a fee of \$4 for each Taxi Saver ride provided to a wheelchair or scooter user up to a maximum of \$1,000 per month.

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.

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

SCHEDULE "E" – Tariff-Fares**Fares:***Effective as of April 1, 2005*

Registered User \$2.00

Companion \$2.00

Attendant accompanying Registered User Free

Tickets are available at the same price as regular cash fares.

Note: Visitors may register for temporary handyDART service. Proof of registration in another jurisdiction or proof of eligibility is required.