

**CITY OF PRINCE GEORGE**

**BYLAW NO. 7726**

**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 Clerk 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. 7726, 2005".

READ A FIRST TIME THIS THE            21<sup>st</sup>    DAY OF            **March**            , 2005.

READ A SECOND TIME THIS THE        21<sup>st</sup>    DAY OF            **March**            , 2005.

READ A THIRD TIME THIS THE         21<sup>st</sup>    DAY OF            **March**            , 2005.

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

ADOPTED THIS THE 4th DAY OF APRIL, 2005, BY A UNANIMOUS DECISION OF ALL MEMBERS OF CITY COUNCIL PRESENT AND ELIGIBLE TO VOTE.

  
MAYOR

  
CLERK

# **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, 2005 TO MARCH 31, 2006**

INFORMATION CONTAINED IN THIS AGREEMENT IS SUBJECT TO THE FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT. CONSULT WITH BC TRANSIT BEFORE RELEASING INFORMATION 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, 2005 to March 31, 2006 except as otherwise provided herein. 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.

5.4 Alternative Funding Arrangements: For the period beginning on April 1, 2005 and ending on March 31, 2006, as authorized under section 18 of the British Columbia Transit Regulation, B.C. Reg. 30/91, the municipality shall contribute 59.14% and the authority shall contribute 40.86% of the amounts required to defray the classes of expenses prescribed in Section 8 (1) (a) (i), (iii) and (iv) of that regulation.

**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 : President & CEO  
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:

\_\_\_\_\_

PRESIDENT AND CEO

\_\_\_\_\_

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 2005/2006**

**Schedule 'B'**

Effective Apr 01, 2005

**Scheduled Revenue Service**

2005 Full Year (Apr 01, 2005 to Mar 31, 2006)											
	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Dec 27, 2005	Jan 02, 2006		
Hour/Day	187.73	187.73	187.73	187.73	187.73	187.73	187.73				
Kms/Day	4,648.43	4,648.43	4,648.43	4,648.43	4,648.43	4,648.43	3,240.99			3,240.99	3,240.99

**Extra Revenue Service**

	Apr. 2005	May 2005	Jun 2005	Jul 2005	Aug 2005	Sep 2005	Oct 2005	Nov 2005	Dec 2005	Jan 2006	Feb 2006	Mar 2006
Extra School Service Hours	100.00	100.00	100.00			100.00	100.00	100.00	100.00	100.00	100.00	100.00
Extra School Service Kilometres	2,400.00	2,400.00	2,400.00			2,400.00	2,400.00	2,400.00	2,400.00	2,400.00	2,400.00	2,400.00

**Adjusted Revenue Service**

	Apr. 2005	May 2005	Jun 2005	Jul 2005	Aug 2005	Sep 2005	Oct 2005	Nov 2005	Dec 2005	Jan 2006	Feb 2006	Mar 2006

**2005/2006 Calendar Specification**

Period	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Exceptions	Total	Exception Days
Apr 01, 2005 to Apr 30, 2005	4	4	4	4	4	6	6	4	30	May 23, 2005 Victoria Day 2005 (Mon)
May 01, 2005 to May 31, 2005	4	5	4	4	4	4	5	1	31	Jul 01, 2005 Canada Day 2005 (Fri)
Jun 01, 2005 to Jun 30, 2005	4	4	5	5	4	4	4	0	30	Aug 01, 2005 BC Day 2005 (Mon)
Jul 01, 2005 to Jul 31, 2005	4	4	4	4	4	6	5	1	31	Sep 05, 2005 Labour Day 2005 (Mon)
Aug 01, 2005 to Aug 31, 2005	4	5	5	4	4	4	4	1	31	Oct 10, 2005 Thanksgiving Day 2005 (Mon)
Sep 01, 2005 to Sep 30, 2005	3	4	4	4	5	4	4	1	30	Nov 11, 2005 Remembrance Day 2005 (Fri)
Oct 01, 2005 to Oct 31, 2005	4	4	4	4	4	5	5	1	31	Dec 25, 2005 Christmas Day 2005 (Sun)
Nov 01, 2005 to Nov 30, 2005	4	5	5	4	4	4	4	1	30	Dec 26, 2005 Boxing Day 2005 (Mon)
Dec 01, 2005 to Dec 31, 2005	3	3	4	4	5	6	3	3	31	Dec 27, 2005 Dec 27th 2005 (Tue)
Jan 01, 2006 to Jan 31, 2006	4	5	4	4	4	4	4	2	31	Jan 01, 2006 New Years Day 2006 (Sun)
Feb 01, 2006 to Feb 28, 2006	4	4	4	4	4	4	4	0	28	Jan 02, 2006 Jan 2nd 2006 (Mon)
Mar 01, 2006 to Mar 31, 2006	4	4	5	5	5	4	4	0	31	
<b>Total</b>	<b>46</b>	<b>51</b>	<b>52</b>	<b>52</b>	<b>51</b>	<b>52</b>	<b>50</b>	<b>11</b>	<b>305</b>	<b>11 Exceptions</b>

**Monthly Summary**

Month	Conventional Transit						
	Scheduled	Revenue Hours		Total	Scheduled	Revenue Kilometers	
		Extra	Adjusted		Extra	Adjusted	Total
April 2005	4,826.38	100.00		4,726.38	111,721.38	2,400.00	114,121.38
May 2005	4,491.85	100.00		4,391.85	105,450.99	2,400.00	107,850.99
June 2005	4,678.38	100.00		4,578.38	113,029.42	2,400.00	115,429.42
July 2005	4,441.25	0.00		4,441.25	107,173.55	0.00	107,173.55
August 2005	4,679.28	0.00		4,679.28	113,029.42	0.00	113,029.42
September, 2005	4,491.85	100.00		4,391.85	105,450.99	2,400.00	107,850.99
October, 2005	4,441.25	100.00		4,341.25	107,173.55	2,400.00	109,573.55
November, 2005	4,491.85	100.00		4,391.85	105,450.99	2,400.00	107,850.99
December, 2005	4,678.38	100.00		4,578.38	113,029.42	2,400.00	115,429.42
January, 2006	4,678.38	100.00		4,578.38	113,029.42	2,400.00	115,429.42
February, 2006	4,305.92	100.00		4,205.92	103,852.56	2,400.00	106,252.56
March 2006	4,867.11	100.00		4,767.11	117,677.85	2,400.00	120,077.85
<b>Total</b>	<b>54,723.78</b>	<b>1,000.00</b>	<b>0.00</b>	<b>53,723.78</b>	<b>1,221,217.82</b>	<b>24,000.00</b>	<b>1,245,217.82</b>

**Schedule C****Prince George Conventional**

Information severed pursuant to <b>S. 21 (1)</b> of the FOI - POP Act
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**Official AOA  
2005/2006**

<b>TRANSIT REVENUE</b>	
Farebox Cash	\$413,771
Tickets & Passes	\$338,540
BC Bus Pass	\$221,850
Advertising	\$19,385
<b>TOTAL REVENUE</b>	<b>\$993,545</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 - Major Repairs	
Contingency	\$53,000
ICBC Insurance	\$66,400
Captive Insurance	\$12,500
Information Systems	\$9,000
<b>TOTAL DIRECT OPERATING COSTS</b>	<b>\$3,466,557</b>
Marketing	\$22,900
Municipal Administration	\$69,331
BCT Administration	\$202,755
<b>TOTAL OPERATING COSTS</b>	<b>\$3,761,543</b>
Debt Service - Vehicles (Local Share)	\$439,245
Debt Service - Equipment (Local Share)	\$31,890
<b>TOTAL DEBT SERVICE - LOCAL SHARE</b>	<b>\$471,135</b>
<b>TOTAL COSTS</b>	<b>\$4,232,678</b>
<b>COST SHARING</b>	
Municipal Share of Costs	\$2,695,809
Less: Total Revenue	\$993,545
Less: Municipal Administration	\$69,331
Net Municipal Share of Costs	\$1,632,933
Authority Share of Costs	\$1,536,869
<b>STATISTICS</b>	
Scheduled Revenue Hours	54,723.78
Extra Revenue Hours	1,000.00
Scheduled Revenue Kilometres	1,321,217.82
Extra Revenue Kilometres	24,000.00
Total Passengers	922,500
<i>Conventional Passengers</i>	<i>922,500</i>

**Schedule "D" - Payment Schedule****Prince George Conventional Transit  
2005/2006 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; 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 \$0.5878 / 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.**

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

**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>Monthly Pass</u>   | Adult          | \$48.00                            |
|    |   | Senior/Student | \$32.00                            |
| d) | <u>Semester Pass*</u>   | Student        | \$105.00                           |
| e) | <u>BC Bus Pass</u> valid for the current calendar year..      |                |                                    |
| f) | <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.