

CITY OF PRINCE GEORGE

BYLAW NO. 7828

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. 7828, 2006".


READ A FIRST TIME THIS THE 24TH DAY OF APRIL , 2006.

READ A SECOND TIME THIS THE 24TH DAY OF APRIL , 2006.

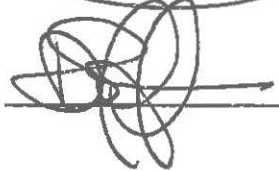
READ A THIRD TIME THIS THE 24TH DAY OF APRIL , 2006.

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

ADOPTED THIS THE 10TH DAY OF MAY , 2006, BY A UNANIMOUS
DECISION OF ALL MEMBERS OF CITY COUNCIL PRESENT AND ELIGIBLE TO
VOTE.



MAYOR



CLERK

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, 2006 TO MARCH 31, 2007

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, 2006 to March 31, 2007 except as otherwise provided herein. An option for one (1) twelve month extension may also be made upon the approval of BC Transit and the Municipality. 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 56.45% and the authority shall contribute 43.55% of the amounts required to defray the classes of expenses prescribed in Section 8 (1) (a) (i), (iii) and (iv) of that regulation.

5.5 **Authority Share of Costs:** The parties acknowledge that the Authority Share of Costs in Schedule C – Budget for conventional transit service represents the approved funding pursuant to the public transportation vote of the Ministry of Transportation plus a residual, uncommitted funding requirement, primarily attributable to extraordinary fuel costs in the amount of \$113,981.21. As fuel costs are volatile, BC Transit will work with the Province to resolve the Authority's share of fuel costs as incurred and to advise the Municipality of the status of these discussions in writing on or before June 30, 2006 in order to allow the parties hereto to make such adjustments as are required.

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 VICE PRESIDENT

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 2006/2007

Schedule 'B'
Effective Apr 01, 2006

Scheduled Revenue Service

2007 Full Year (Apr 01, 2006 to Mar 31, 2007)							
	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Per/Day	173.73	173.73	173.73	173.73	173.73	128.83	173.73
Rate/Day	4,192.34	4,192.34	4,192.34	4,192.34	4,192.34	2,962.99	4,156.43

Extra Revenue Service

	Apr. 2006	May 2006	Jun. 2006	Jul. 2006	Aug. 2006	Sep. 2006	Oct. 2006	Nov. 2006	Dec. 2006	Jan. 2007	Feb. 2007	Mar. 2007
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. 2006	May 2006	Jun. 2006	Jul. 2006	Aug. 2006	Sep. 2006	Oct. 2006	Nov. 2006	Dec. 2006	Jan. 2007	Feb. 2007	Mar. 2007

2006/2007 Calendar Specification

Period	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Exceptions	Total	Exception Days
Apr 01, 2006 to Apr 30, 2006	3	4	4	4	3	6	6	2	30	Apr 14, 2006 Good Friday 2006 (Fri)
May 01, 2006 to May 31, 2006	4	5	5	4	4	4	4	1	31	Apr 17, 2006 Easter Monday 2006 (Mon)
Jun 01, 2006 to Jun 30, 2006	4	4	4	5	5	4	4	0	30	May 22, 2006 Victoria Day 2006 (Mon)
Jul 01, 2006 to Jul 31, 2006	5	4	4	4	4	4	4	0	31	Jul 01, 2006 Canada Day 2006 (Sat)
Aug 01, 2006 to Aug 31, 2006	3	4	4	4	4	4	4	1	31	Aug 07, 2006 BC Day 2006 (Mon)
Sep 01, 2006 to Sep 30, 2006	3	4	4	4	4	5	4	1	30	Sep 04, 2006 Labour Day 2006 (Mon)
Oct 01, 2006 to Oct 31, 2006	4	4	4	4	4	4	4	1	31	Oct 09, 2006 Thanksgiving Day 2006 (Mon)
Nov 01, 2006 to Nov 30, 2006	4	4	5	5	4	3	4	1	30	Nov 11, 2006 Remembrance Day 2006 (Sat)
Dec 01, 2006 to Dec 31, 2006	3	3	4	4	4	6	6	2	31	Dec 25, 2006 Christmas Day 2006 (Mon)
Jan 01, 2007 to Jan 31, 2007	4	5	5	4	4	4	4	1	31	Dec 28, 2006 Boxing Day 2006 (Tue)
Feb 01, 2007 to Feb 28, 2007	4	4	4	4	4	4	4	0	28	Jan 01, 2007 New Year's Day 2007 (Mon)
Mar 01, 2007 to Mar 31, 2007	4	4	4	4	5	5	4	0	31	
Total	45	61	62	59	61	61	62	11	305	11 Exceptions

Monthly Summary

Month	Conventional Transit				Revenue Kilometers			
	Scheduled	Revenue Hours Extra	Adjusted	Total	Scheduled	Extra	Adjusted	Total
April, 2006	3,057.02	100.00	4,020.02	92,883.80	2,400.00			95,283.80
May, 2006	4,317.38	100.00	4,417.38	102,883.44	2,400.00			105,283.44
June, 2006	4,317.38	100.00	4,417.38	102,883.44	2,400.00			105,283.44
July, 2006	4,143.85	0.00	4,143.85	99,481.10	0.00			99,481.10
August, 2006	4,317.38	0.00	4,317.38	102,883.44	0.00			102,883.44
September, 2006	4,083.75	100.00	4,183.75	98,181.75	2,400.00			100,581.75
October, 2006	4,143.85	100.00	4,243.85	99,481.10	2,400.00			101,881.10
November, 2006	4,188.55	100.00	4,288.55	100,820.45	2,400.00			103,220.45
December, 2006	3,820.02	100.00	4,020.02	92,889.41	2,400.00			95,289.41
January, 2007	4,317.38	100.00	4,417.38	102,883.44	2,400.00			105,283.44
February, 2007	3,898.92	100.00	4,098.92	95,298.78	2,400.00			97,698.78
March, 2007	4,441.51	100.00	4,541.51	109,549.49	2,400.00			111,949.49
Total	30,065.39	1,000.00	31,065.39	1,209,424.39	24,000.00	0.00	0.00	1,233,424.39

Schedule C**Prince George Conventional****Official AOA
2006/2007**

TRANSIT REVENUE	
Farebox Cash	\$422,065
Tickets & Passes	\$434,051
BC Bus Pass	\$246,384
Advertising	\$2,155
TOTAL REVENUE	\$1,104,655
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	\$68,000
Captive Insurance	\$13,500
Information Systems	\$15,666
TOTAL DIRECT OPERATING COSTS	\$3,460,659
Marketing	\$23,400
Municipal Administration	\$69,213
BCT Management Services	\$197,258
TOTAL OPERATING COSTS	\$3,750,530
Debt Service - Vehicles (Local Share)	\$436,423
Debt Service - Equipment (Local Share)	\$27,995
TOTAL DEBT SERVICE - LOCAL SHARE	\$464,419
TOTAL COSTS	\$4,214,949
COST SHARING	
Municipal Share of Costs	\$2,581,467
Less: Total Revenue	\$1,104,655
Less: Municipal Administration	\$69,213
Net Municipal Share of Costs	\$1,407,599
Authority Share of Costs*	\$1,633,482
STATISTICS	
Scheduled Revenue Hours	50,095.29
Extra Revenue Hours	1,000.00
Scheduled Revenue Kilometres	1,202,446.26
Extra Revenue Kilometres	24,000.00
Total Passengers	1,050,000
<i>Conventional Passengers</i>	<i>1,050,000</i>

* Refer to Section 5 *Authority Share of Costs*

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

Schedule "D" - Payment Schedule**Prince George Conventional Transit
2006/2007 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 \$0.8563 / 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) Single Cash Fares:

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) Day Pass	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
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f) Pro Pass**	\$40.00
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g) BC Bus Pass valid for the current calendar year..

h). CNIB Pass 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