

Nanaimo

**ANNUAL OPERATION AGREEMENT**

(Conventional/Custom)

Between

**Regional District of Nanaimo**

And

**British Columbia Transit**

Effective

**April 1, 2021**

Information contained in Schedule 'C' Budget and Schedule 'D' Payment Schedule is subject to the *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.

# Contents

- SECTION 1: DEFINITION OF TERMS ..... 3
- SECTION 2: INCORPORATION OF MASTER AGREEMENT..... 3
- SECTION 3: TERM AND RENEWAL ..... 6
- SECTION 4: SCHEDULES..... 6
- SECTION 5: MISCELLANEOUS PROVISIONS ..... 7
- SECTION 6: FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ..... 7
- SECTION 7: LOCAL CONTRIBUTIONS AND RESERVES ..... 7
- SECTION 8: SAFE RESTART CONTRIBUTION..... 9
- SECTION 9: NOTICES AND COMMUNICATIONS ..... 10
- SCHEDULE A – TRANSIT SERVICE AREA BOUNDARIES ..... 12
- SCHEDULE B – SERVICE SPECIFICATIONS ..... 13
- SCHEDULE C – BUDGET ..... 15
- SCHEDULE E – TARIFFS AND FARES ..... 17
- SCHEDULE F – PRIVACY PROTECTION SCHEUDLE ..... 18

## ANNUAL OPERATING AGREEMENT

BETWEEN: Regional District of Nanaimo  
(the “**Municipality**” and the “**Operating Company**”)

AND: BRITISH COLUMBIA TRANSIT  
(the “**Authority**”)

**WHEREAS** the Municipality and the Authority are authorized to share in the costs of providing a Public Passenger Transportation System pursuant to the British Columbia Transit Act

**WHEREAS** the Municipality is authorized to operate, manage and maintain a Public Passenger Transportation System within the Nanaimo Regional 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 Joint Operating Agreement, including any amendments made thereto;
  - c) “**Incurred**” means an event or transaction has taken place for which an obligation to pay exists, even if an invoice has not been received, such that the underlying evidence indicates there is little or no discretion to avoid the obligation. The value of the obligation is to be calculated in accordance with recognized Canadian accounting standards.

### 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.

2.2 Amendments to Master Agreement: The parties agree to amend the Master Agreement as follows:

(a) To remove Section 13 in its entirety and replace it with the following:

**“SECTION 13 - INSURANCE**

13.1 Insurance: The Operating Company and the Authority shall purchase and maintain in force throughout the term of this Master Agreement, insurance policies covering the perils specified herein as set out below. As evidence of insurance coverage, the Operating Company shall deposit with the Authority, copies of the insurance policies the Operating Company is required to purchase in accordance with this Master Agreement and the Annual Operating Agreement.

13.2 Minimum Insurance Coverage Requirements: The following insurance coverage shall be purchased and maintained throughout the term of this Master Agreement and the Annual Operating Agreement:

1. Vehicle Insurance:

- a) The Operating Company shall purchase and maintain insurance on all vehicles used by the Operating Company in the operation of the Public Passenger Transportation System under this Master Agreement as follows:
  - i. Third party liability insurance of Five Million Dollars (\$5,000,000.00) per occurrence purchased from the Insurance Corporation of British Columbia.
- b) The Authority shall purchase and maintain insurance on all revenue vehicles used by the Operating Company in the operation of the Public Passenger Transportation System under this Master Agreement as follows:
  - i. Third Party Liability insurance in excess of Five Million Dollars (\$5,000,000.00) to a minimum limit of Twenty-Five Million Dollars (\$25,000,000.00).

2. Physical Assets Leased from the Authority :(where applicable)

- a) The Authority shall purchase and maintain insurance on all Physical Assets leased from the Authority, pursuant to the terms of the individual lease agreements with the Operating Company and respecting said Physical Assets.
- b) Without limiting the generality of the foregoing, such insurance shall be in the name of the Authority and shall include a waiver of subrogation against the Operating Company. The insurance shall be in accordance with the laws in force and in effect in the Province of British Columbia and Canada.

- c) The amount of such insurance for the respective categories of Physical Assets shall be not less than as follows:
    - i. Buildings and Structures Including Leasehold Improvements. The Authority shall purchase and maintain insurance on all buildings and structures on a standard all risk form including boiler explosion, flood and earthquake where applicable, in an amount not less than the full replacement value thereof as determined by the Authority.
    - ii. Other Chattels and Equipment. The Operating Company shall purchase and maintain insurance on all chattels and equipment not otherwise insured under this Schedule against loss or damage from all risks, in an amount not less than the full replacement value thereof.
  - d) The Authority may, in its sole discretion, self-insure part or all of the insurance requirements hereunder.
3. Physical Assets Owned by the Operating Company or Leased from a Party other than the Authority:
- a) The Operating Company shall purchase and maintain insurance on all Physical Assets owned or leased by them from a party other than the Authority, to the same extent as specified in Section (2), above, except that contrary to Section (2) the Operating Company shall determine the full replacement value thereof.
4. Comprehensive General Liability Insurance:
- a) The Authority shall take out and maintain comprehensive general liability insurance (CGL) covering the operation of the Public Passenger Transportation System specified in Schedule "B" of the Annual Operating Agreement on an occurrence basis in an amount not less than Twenty-Five Million Dollars (\$25,000,000.00). Such insurance shall include the Operating Company and the Municipality as an additional insured party and further, the policy shall apply to each insured in the same manner and to the same extent as if a separate policy has been issued to each of the insured parties.
  - b) The Authority's CGL does not extend to cover non transit activities a company may be engaged in. If the Operating Company performs work outside of the terms of this Master Agreement and/or the Annual Operating Agreement, the Operating Company will require separate insurance coverage for that work which provides a waiver of subrogation in favour of BC Transit.
5. Additional Covenants:
- a) The Operating Company covenants that it shall not knowingly permit, suffer, allow or connive at the use or operation of any vehicle in respect of this Master Agreement by any person, or in any way, or for any purpose, contrary to the provisions of this Master Agreement or the provisions of the Insurance (Vehicle) Act or any other applicable legislation and related regulations. The Operating Company shall indemnify and save harmless the Authority from any breach of this covenant.

b) It is mutually understood and agreed that the responsibilities to acquire and maintain policies of insurance pursuant to this Master Agreement and/or the Annual Operating Agreement shall be restricted and limited to the provisions of this Section 13.”

(b) To remove Section 10.1 in its entirety and replace it with the following:

“10.1 As outlined in Operations Notices 19\_02 and 19\_03 and Fleet Management RTS Connect requirements as established or amended by the Authority.”

(c) To remove Section 3.2 in its entirety and replace it with the following:

“3.2 Maintenance Payment: The Authority agrees to pay the Municipality upon approval of submitted work orders, and in accordance with the Budget contained in Schedule “C” of the Annual Operating Agreement, for all parts and labour for maintenance of the transit vehicles, and all insurance deductible payments upon presentation of suitable documentation. The amount paid for parts shall not exceed the amount paid by the Municipality and shall be net of GST.”

### SECTION 3: TERM AND RENEWAL

3.1 Term and Renewal: The term of this agreement shall be from April 1, 2021 to March 31, 2022 except as otherwise provided herein. It is acknowledged by the parties that in the event renewal of the Annual Operating Agreement has not been executed before the end of this term, this agreement shall remain in full effect for an additional 180 days or until either:

- a) renewal of the Annual Operating Agreement is executed; or,
- b) termination as per Section 15.1 of the Master Operating Agreement.

It is further acknowledged by the parties that in the event of termination or non-renewal of the Annual Operation Agreement, the Master Agreement shall likewise be 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
- f) Schedule “F” – Privacy Protection Schedule

## 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 Pets on Buses: Notwithstanding the provisions of Section 9.7 of the Master Joint Operating Agreement, pets on buses are permitted under guidelines agreed to by the parties to this agreement.
- 5.5 Counterparts: This contract and any amendment hereto may be executed in counterparts, each of which shall be deemed to be an original and all of which shall be considered to be one and the same contract. A signed facsimile or pdf copy of this contract, or any amendment, shall be effective and valid proof of execution and delivery.

## SECTION 6: FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

- 6.1 This Agreement and the parties thereto are subject to the provisions of Freedom of Information and Protection of Privacy Act, RSBC 1996, c 165 ("FOIPPA"). Any information developed in the performance of the Agreement, or any personal information obtained, collected, stored pursuant to this Agreement, including database information, shall be deemed confidential and subject to the provisions of the FOIPPA including the handling, storage, access and security of such information. Confidential information shall not be disclosed to any third party except as expressly permitted by the Authority or pursuant to the requirements of the FOIPPA.
- 6.2 The Operating Company agrees it shall be solely responsible to ensure it complies with all of the requirements of FOIPPA and it shall exercise extra due care and diligence in the protection and the security of any and all personal information of customers or passengers. Notwithstanding the foregoing, the Operating Company agrees that, if requested by the Authority, it will follow the direction of the Authority, taking all direction and meeting all deadlines for provision of information and responses as required by the Authority in compliance with FOIPPA.
- 6.3 The Operating Company agrees that its duty to comply with FOIPPA, and the provisions of Section 6 of this Agreement shall survive termination of the Agreement, including its cancellation for any reason under any other section of the Agreement.
- 6.4 The parties further agree to the application and terms more particularly set out in Schedule F Privacy Protection Schedule which shall be in addition to the foregoing. In the event of a conflict between this Agreement and the Schedule this Agreement shall govern.

## SECTION 7: LOCAL CONTRIBUTIONS AND RESERVES

British Columbia Transit service is provided using a cost-sharing model. Where any transit related contributions are received and/or third party revenues are earned that are in excess of

expenses, the Authority is required to hold these excess funds in a reserve account for use against transit related expenditures in future years. When unanticipated expenditures occur that were not included in the budget and cannot be covered by reserves, the Authority will seek to recover these based on the cost sharing ratios between the Municipality and the Authority.

### **Eligible Operating Expenses**

The Authority will invoice the Municipality and collect on monthly Municipal invoices based on Incurred Eligible Operating Expenses to provide Transit Service. Eligible Operating Expenses are comprised of the following costs of providing Public Passenger Transportation Systems:

- a) *For Conventional Transit Service:*
  - i. the operating costs for providing Conventional Transit Service excluding interest and amortization;
  - i. the amount of any operating lease costs of BC Transit for Conventional Transit Services;
  - ii. the amount of the municipal administration charge not exceeding 2 percent of the direct operating costs payable under an Annual Operating Agreement;
  - iii. an amount of the Annual Operating Costs of the Authority not exceeding 8 percent of the direct operating costs payable under an Annual Operating Agreement;
- b) *For Custom Transit Service:*
  - i. the operating costs for providing Custom Transit Service excluding interest and amortization, but including the amount paid by the Authority to redeem taxi saver coupons issued under the Taxi Saver Program after deducting from that amount the amount realized from the sale of those coupons;
  - i. the amount of any operating lease costs of the Authority for Custom Transit Service;
  - ii. the amount of the municipal administration charge not exceeding 2 percent of the direct operating costs payable under an Annual Operating Agreement; and,
  - iii. an amount of the Annual Operating Costs of the Authority not exceeding 8 percent of the direct operating costs payable under an Annual Operating Agreement;
- c) Eligible Operating Expenses exclude the costs of providing third-party 100 percent-funded services.
- d) Annual operating costs of the Authority are operations, maintenance and administration costs that are for the shared benefit of all transit systems operated by the Authority. These costs are allocated to each transit system on a pro rata basis based on the nature of the costs.

### **Lease Fees**

The Authority will invoice the Municipality and collect on monthly Municipal invoices for Lease Fees on tangible capital assets owned by the Authority that are used in the provision of transit service. Lease Fees are comprised of the following:

- a. The Municipality's fee for use of the asset, including for the costs of acquisition, construction, development and betterment of the asset and the costs of installing the asset at the location and condition necessary for its intended use;
- a. Debt financing and risk related charges or costs payable on assets;
- b. Payment into a reserve fund for preventative maintenance and major repair of assets owned or leased by the authority;

- c. Amounts sufficient for the Authority to recover all other costs relating to the asset, including, but not limited to taxes and administrative charges.

Where Lease Fees are received that exceed actual asset-related expenses in any given period, these will be placed in a pooled reserve. This reserve will be used to offset against future Lease Fees as outlined above.

### **Reserve Funds**

The Authority will establish the following for each transit system to record the contributions that have been received but not yet earned as follows:

- a. **Operating Reserve:** Contributions by the Municipality prior to March 31, 2021, towards Eligible Operating Expenses that have been matched with a Provincial share Contribution but have not been used to fund incurred Eligible Operating Expenses.
  - i. Any expenditure of monies from the Operating Reserve will only be credited towards shareable Eligible Operating Expenses for the transit system for which it was collected.
  - i. The Operating Reserve excludes amounts collected from the Municipality on Lease Fees and will not be used toward Lease Fees.
  - ii. The Authority will provide a quarterly statement of account of the Operating Reserve balance including contributions, amounts utilized and any interest earned for the Operating Reserve.
- b. **Local Transit Fund:** Contributions by the Municipality towards Eligible Operating Expenses that have been received but not matched with a Provincial share contribution will be deferred in the Local Transit Fund.
  - i. Any expenditure of monies from the Local Transit Fund will:
    - 1. only be credited towards the Municipality's share of expenses for the transit system for which it was collected.
    - 1. be applied to reduce Municipal invoices at the discretion of the Municipality as agreed to under the Annual Operating Agreement or amendments as required.
  - i. The Local Transit Fund may be used towards Lease Fees.

The Authority will provide a quarterly statement of account of the Local Transit Fund balance including contributions, amounts utilized and interest earned.

### **SECTION 8: SAFE RESTART CONTRIBUTION**

Under the Safe Restart program, the federal and provincial governments provided a joint one-time contribution to transit systems in BC (the "Safe Restart Contribution") in 2020/21.

The Authority applied the Safe Restart Contribution as follows:

- a. As a one-time allocation towards the Municipality's share of 2020/21 Eligible Operating Expenses;
- b. After applying the allocation of Safe Restart Contribution, any excess contributions received from the Municipality were deferred to the Local Transit Fund;

## BC Transit 2021-22 Annual Operating Agreement

- c. The Authority will apply the remaining Local Transit Fund balance to reduce 2021/22 and future Municipal invoices at the discretion of Local Government Partners as agreed to under an Annual Operating Agreement or amendments as required.

It is expected that by receiving the Safe Restart contribution the Municipality will work with the Authority to maintain targeted essential transit service levels by not reducing transit service below existing planned service levels and maintain affordability by limiting annual fare increases to 2.3% through March 31, 2024.

### SECTION 9: NOTICES AND COMMUNICATIONS

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 designated officer of the parties hereto to whom it is addressed where an electronic signed document is emailed to the parties or if mailed by prepaid registered mail to the Authority at:

**British Columbia Transit**

c/o Executive Assistant, Business Development

P.O. Box 9861

520 Gorge Road East

Victoria, British Columbia V8W 9T5

and to the Municipality at:

**Regional District of Nanaimo**

6300 Hammond Bay Road

Nanaimo, B.C. V9T 6N2

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

IN WITNESS WHEREOF, the parties have hereunto set their hand this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**Regional District of Nanaimo**

\_\_\_\_\_  
\_\_\_\_\_

**British Columbia Transit**

\_\_\_\_\_  
Vice President, Finance and Chief Financial Officer

\_\_\_\_\_  
President and Chief Executive Officer

## SCHEDULE A – TRANSIT SERVICE AREA BOUNDARIES

The boundaries of the Municipal Transit Service Area shall be defined as follows:

The boundaries of the Nanaimo Regional Transit Service Area shall include the corporate boundaries of the City of Nanaimo, the City of Parksville, the Town of Qualicum Beach and the District of Lantzville and Electoral Areas A, D, E, G and H of the Regional District of Nanaimo.

# BC Transit 2021-22 Annual Operating Agreement

## SCHEDULE B – SERVICE SPECIFICATIONS

Nanaimo Regional Base Budget Official AOA											2021/2022			
Nanaimo Regional Base Budget Official AOA 2021/2022											Schedule 'B'			
											Effective Apr 01, 2021			
<b>Scheduled Revenue Service</b>														
<b>21/22 Apr to Jun (Apr 01, 2021 to Jun 26, 2021)</b>														
	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Apr 02, 2021	Apr 05, 2021	May 24, 2021				
Hrs/Day	433.68	436.03	436.03	436.03	436.03	287.53	170.95	170.95	287.53	170.95				
Kms/Day	10,772.11	10,908.77	10,908.77	10,908.77	10,908.77	7,477.50	4,365.24	4,365.24	7,477.50	4,365.24				
<b>21/22 Jun to Sep (Jun 27, 2021 to Sep 04, 2021)</b>														
	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Jul 01, 2021	Aug 02, 2021					
Hrs/Day	382.71	385.86	385.86	385.86	385.86	287.53	170.95	170.95	170.95					
Kms/Day	9,886.46	10,022.97	10,022.97	10,022.97	10,022.97	7,477.50	4,365.24	4,365.24	4,365.24					
<b>21/22 Sep to Dec (Sep 05, 2021 to Dec 18, 2021)</b>														
	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Sep 06, 2021	Oct 11, 2021	Nov 11, 2021				
Hrs/Day	433.68	436.03	436.03	436.03	436.03	287.53	170.95	170.95	170.95	170.95				
Kms/Day	10,772.11	10,908.77	10,908.77	10,908.77	10,908.77	7,477.50	4,365.24	4,365.24	4,365.24	4,365.24				
<b>21/22 Dec to Jan (Dec 19, 2021 to Jan 04, 2022)</b>														
	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Dec 25, 2021	Dec 26, 2021	Jan 01, 2022				
Hrs/Day	382.71	385.86	385.86	385.86	385.86	287.53	170.95	170.95	170.95	170.95				
Kms/Day	9,886.46	10,022.97	10,022.97	10,022.97	10,022.97	7,477.50	4,365.24	4,365.24	4,365.24	4,365.24				
<b>21/22 Jan to Mar (Jan 02, 2022 to Mar 31, 2022)</b>														
	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Feb 21, 2022						
Hrs/Day	433.68	436.03	436.03	436.03	436.03	287.53	170.95	170.95						
Kms/Day	10,772.11	10,908.77	10,908.77	10,908.77	10,908.77	7,477.50	4,365.24	4,365.24						
<b>Extra Revenue Service</b>														
	Apr, 2021	May, 2021	Jun, 2021	Jul, 2021	Aug, 2021	Sep, 2021	Oct, 2021	Nov, 2021	Dec, 2021	Jan, 2022	Feb, 2022	Mar, 2022		
Extra Overload Hours	82.22	82.22				127.22	107.22	93.22	139.94	82.22	82.22	82.22		
Extra Overload Kilometres	1,726.62	1,726.62				2,671.62	2,251.62	1,957.62	2,938.74	1,726.62	1,726.62	1,726.62		
Extra Special Events Hours	236.98	236.98	236.98	236.98	236.98	236.98	236.98	236.98	236.98	236.98	236.98	236.98		
Extra Special Events Kilometres	4,976.53	4,976.53	4,976.53	4,976.53	4,976.53	4,976.53	4,976.53	4,976.53	4,976.53	4,976.53	4,976.53	4,976.53		
<b>Adjusted Revenue Service</b>														
	Apr, 2021	May, 2021	Jun, 2021	Jul, 2021	Aug, 2021	Sep, 2021	Oct, 2021	Nov, 2021	Dec, 2021	Jan, 2022	Feb, 2022	Mar, 2022		
<b>2021/2022 Calendar Specification</b>														
Period	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Exceptions	Total	Exception Days				
Apr 01, 2021 to Apr 30, 2021	3	4	4	5	4	4	4	2	30	Apr 02, 2021 Good Friday 2021 (Fri)				
May 01, 2021 to May 31, 2021	4	4	4	4	4	5	5	1	31	Apr 05, 2021 Easter Monday 2021 (Mon)				
Jun 01, 2021 to Jun 26, 2021	3	4	4	4	4	4	3	0	26	May 24, 2021 Victoria Day 2021 (Mon)				
Jun 27, 2021 to Jun 30, 2021	1	1	1	0	0	0	1	0	4	Jul 01, 2021 Canada Day 2021 (Thu)				
Jul 01, 2021 to Jul 31, 2021	4	4	4	4	5	5	4	1	31	Aug 02, 2021 BC Day 2021 (Mon)				
Aug 01, 2021 to Aug 31, 2021	4	5	4	4	4	4	5	1	31	Sep 06, 2021 Labour Day 2021 (Mon)				
Sep 01, 2021 to Sep 04, 2021	0	0	1	1	1	1	0	0	4	Oct 11, 2021 Thanksgiving Day 2021 (Mon)				
Sep 05, 2021 to Sep 30, 2021	3	4	4	4	3	3	4	1	26	Nov 11, 2021 Remembrance Day 2021 (Thu)				
Oct 01, 2021 to Oct 31, 2021	3	4	4	4	5	5	5	1	31	Dec 25, 2021 Christmas Day 2021 (Sat)				
Nov 01, 2021 to Nov 30, 2021	5	5	4	3	4	4	4	1	30	Dec 26, 2021 Boxing Day 2021 (Sun)				
Dec 01, 2021 to Dec 18, 2021	2	2	3	3	3	3	2	0	18	Jan 01, 2022 New Year's Day 2022 (Sat)				
Dec 19, 2021 to Dec 31, 2021	2	2	2	2	2	0	1	2	13	Feb 21, 2022 Family Day 2022 (Mon)				
Jan 01, 2022 to Jan 01, 2022	0	0	0	0	0	0	0	1	1					
Jan 02, 2022 to Jan 31, 2022	5	4	4	4	4	4	5	0	30					
Feb 01, 2022 to Feb 28, 2022	3	4	4	4	4	4	4	1	28					
Mar 01, 2022 to Mar 31, 2022	4	5	5	5	4	4	4	0	31					
<b>Total</b>	<b>46</b>	<b>52</b>	<b>52</b>	<b>51</b>	<b>51</b>	<b>50</b>	<b>51</b>	<b>12</b>	<b>365</b>	<b>12 Exceptions</b>				
<b>Monthly Summary</b>														
Month	Conventional Transit								Total	Exception Days				
	Revenue Hours				Revenue Kilometers									
	Scheduled	Extra	Adjusted	Total	Scheduled	Extra	Adjusted	Total						
April, 2021	11,005.95	319.20		11,325.15	276,979.12	6,703.15		283,682.27		25.17				
May, 2021	11,174.55	319.20		11,493.75	281,207.70	6,703.15		287,910.85		25.17				
June, 2021	11,265.87	236.98		11,502.85	284,160.01	4,976.53		289,136.54		25.22				
July, 2021	10,382.86	236.98		10,619.84	269,150.03	4,976.53		274,126.56		25.92				
August, 2021	10,266.28	236.98		10,503.26	266,037.77	4,976.53		271,014.30		25.91				
September, 2021	11,003.94	364.20		11,368.14	277,752.99	7,648.15		285,401.14		25.24				
October, 2021	11,176.90	344.20		11,521.10	281,344.36	7,228.15		288,572.51		25.17				
November, 2021	11,149.75	330.20		11,479.95	280,137.07	6,934.15		287,071.22		25.12				
December, 2021	11,233.33	376.92		11,610.25	285,756.07	7,915.27		293,671.34		25.44				
January, 2022	11,320.70	319.20		11,639.90	284,502.31	6,703.15		291,205.46		25.13				
February, 2022	10,282.39	319.20		10,601.59	258,592.85	6,703.15		265,296.00		25.15				
March, 2022	11,853.21	319.20		12,172.41	297,726.03	6,703.15		304,429.18		25.12				
<b>Total</b>	<b>132,115.73</b>	<b>3,722.46</b>	<b>0.00</b>	<b>135,838.19</b>	<b>3,343,346.31</b>	<b>78,171.06</b>	<b>0.00</b>	<b>3,421,517.37</b>						

# BC Transit 2021-22 Annual Operating Agreement

Nanaimo Custom Base Budget Official AOA 2021/2022

## Nanaimo Custom Base Budget Official AOA 2021/2022

## Schedule 'B'

Effective Apr 01, 2021

### Scheduled Revenue Service

21/22 Full Year (Apr 01, 2021 to Mar 31, 2022)							
	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Hrs/Day	84.91	112.38	109.48	117.33	104.67	20.00	8.00
Kms/Day	0.00	0.00	0.00	0.00	0.00	0.00	0.00

### Flexible Hours

	Apr, 2021	May, 2021	Jun, 2021	Jul, 2021	Aug, 2021	Sep, 2021	Oct, 2021	Nov, 2021	Dec, 2021	Jan, 2022	Feb, 2022	Mar, 2022
	3.20	3.20	3.20	3.20	3.20	3.20	3.20	3.20	3.20	3.20	3.20	3.20

### Extra Revenue Service

	Apr, 2021	May, 2021	Jun, 2021	Jul, 2021	Aug, 2021	Sep, 2021	Oct, 2021	Nov, 2021	Dec, 2021	Jan, 2022	Feb, 2022	Mar, 2022

### Adjusted Revenue Service

	Apr, 2021	May, 2021	Jun, 2021	Jul, 2021	Aug, 2021	Sep, 2021	Oct, 2021	Nov, 2021	Dec, 2021	Jan, 2022	Feb, 2022	Mar, 2022

### 2021/2022 Calendar Specification

Period	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Exceptions	Total	Exception Days
Apr 01, 2021 to Apr 30, 2021	3	4	4	5	4	4	4	2	30	Apr 02, 2021 Good Friday 2021 (Fri)
May 01, 2021 to May 31, 2021	4	4	4	4	4	5	5	1	31	Apr 05, 2021 Easter Monday 2021 (Mon)
Jun 01, 2021 to Jun 30, 2021	4	5	5	4	4	4	4	0	30	May 24, 2021 Victoria Day 2021 (Mon)
Jul 01, 2021 to Jul 31, 2021	4	4	4	4	5	5	4	1	31	Jul 01, 2021 Canada Day 2021 (Thu)
Aug 01, 2021 to Aug 31, 2021	4	5	4	4	4	4	5	1	31	Aug 02, 2021 BC Day 2021 (Mon)
Sep 01, 2021 to Sep 30, 2021	3	4	5	5	4	4	4	1	30	Sep 06, 2021 Labour Day 2021 (Mon)
Oct 01, 2021 to Oct 31, 2021	3	4	4	4	5	5	5	1	31	Oct 11, 2021 Thanksgiving Day 2021 (Mon)
Nov 01, 2021 to Nov 30, 2021	5	5	4	3	4	4	4	1	30	Nov 11, 2021 Remembrance Day 2021 (Thu)
Dec 01, 2021 to Dec 31, 2021	4	4	5	5	5	3	3	2	31	Dec 25, 2021 Christmas Day 2021 (Sat)
Jan 01, 2022 to Jan 31, 2022	5	4	4	4	4	4	5	1	31	Dec 26, 2021 Boxing Day 2021 (Sun)
Feb 01, 2022 to Feb 28, 2022	3	4	4	4	4	4	4	1	28	Jan 01, 2022 New Year's Day 2022 (Sat)
Mar 01, 2022 to Mar 31, 2022	4	5	5	5	4	4	4	0	31	Feb 21, 2022 Family Day 2022 (Mon)
<b>Total</b>	<b>46</b>	<b>52</b>	<b>52</b>	<b>51</b>	<b>51</b>	<b>50</b>	<b>51</b>	<b>12</b>	<b>365</b>	<b>12 Exceptions</b>

### Monthly Summary

Month	Custom Transit								
	Revenue Hours					Revenue Kilometers			
	Scheduled	Extra	Flexible	Adjusted	Total	Scheduled	Extra	Adjusted	Total
April, 2021	2,259.50		3.20		2,262.70	0.00			
May, 2021	2,255.08		3.20		2,258.28	0.00			
June, 2021	2,448.94		3.20		2,452.14	0.00			
July, 2021	2,351.75		3.20		2,354.95	0.00			
August, 2021	2,347.46		3.20		2,350.66	0.00			
September, 2021	2,368.98		3.20		2,372.18	0.00			
October, 2021	2,274.84		3.20		2,278.04	0.00			
November, 2021	2,307.04		3.20		2,310.24	0.00			
December, 2021	2,530.56		3.20		2,533.76	0.00			
January, 2022	2,319.99		3.20		2,323.19	0.00			
February, 2022	2,142.17		3.20		2,145.37	0.00			
March, 2022	2,566.27		3.20		2,569.47	0.00			
<b>Total</b>	<b>28,172.58</b>	<b>0.00</b>	<b>38.40</b>	<b>0.00</b>	<b>28,210.98</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

SCHEDULE C – BUDGET

<b>NANAIMO CONVENTIONAL</b>	
	<b>OFFICIAL AOA 2021/22</b>
TOTAL REVENUE	\$3,419,805
TOTAL OPERATING COSTS	\$15,178,106
TOTAL COSTS (including Local Government Share of Lease	\$16,875,146
<b>NET LOCAL GOVERNMENT SHARE OF COSTS</b>	<b>\$2,885,852</b>

<b>NANAIMO CUSTOM</b>	
	<b>OFFICIAL AOA 2021/22</b>
TOTAL REVENUE	\$57,985
TOTAL OPERATING COSTS	\$2,421,884
TOTAL COSTS (including Local Government Share of Lease	\$2,587,958
<b>NET LOCAL GOVERNMENT SHARE OF COSTS</b>	<b>\$544,321</b>

SCHEDULE D – PAYMENT SCHEDULE

<b>2021/22 Payment Schedule</b>	
<b>Nanaimo Conventional Transit and Custom Transit</b>	
The Authority agrees to pay the Operating Company a monthly payment, except for d) below, the amount of which is determined on the following basis:	
<b>1) Payment Schedule</b>	
a)	For Specified Service in Schedule "B":
i)	\$140,558.82 for Fixed Monthly Payment for conventional transit service; plus
ii)	\$38,351.08 for Fixed Monthly Payment for custom transit service; plus
iii)	\$58.21 per Revenue Hour for conventional transit service; plus
iv)	\$44.25 per Revenue Hour for custom transit service; plus
v)	\$0.0348 per Revenue Kilometre for tires for conventional transit service.
vi)	Variable distance costs for fuel as billed, with satisfactory supporting documentation.
vii)	Custom transit variable distance costs for tires as billed, with satisfactory supporting documentation.
b)	For deleted Fixed Costs as contained in Appendix 3 of this schedule, an amount equal to 1/365 of the Fixed Costs annual amount 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)	\$58.21 per Revenue Hour for conventional transit service; plus
ii)	\$44.25 per Revenue Hour for custom transit service; plus
iii)	\$0.0348 per Revenue Kilometre for tires for conventional transit service.
iv)	Variable distance costs for fuel as billed, with satisfactory supporting documentation.
v)	Custom transit variable distance costs for tires as billed, with satisfactory supporting documentation.
d)	For Maintenance, the Authority agrees to pay the Operating Company upon processing an approved work order as follows:
i)	\$52.39 per hour for labour by a licensed mechanic for the maintenance of transit vehicles.
e)	Not applicable.
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.
<p><b>INFORMATION CONTAINED IN THIS AGREEMENT IS SUBJECT TO THE FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT. CONSULT WITH THE AUTHORITY PRIOR TO RELEASING INFORMATION TO INDIVIDUALS OR COMPANIES OTHER THAN THOSE WHO ARE PARTY TO THIS AGREEMENT.</b></p>	

## SCHEDULE E – TARIFFS AND FARES

### Fare Zones:

The boundaries of fare zones for this Tariff are described as follows:

*Zone 1 - Regional District of Nanaimo*

This zone encompasses that area within the existing transit service area.

### Conventional Transit Service:

*Effective as of September 1, 2017*

a) Single Cash Fares:	<b><u>Zone 1</u></b>
i) Adult	\$2.50
ii) Senior	\$2.50
iii) Youth (6-18 yrs)	\$2.50
iv) University Student	\$2.50
iv) Child 5 or under,	Free when accompanied by an adult.
v) Accessible Transit Attendant,	Free
b) Tickets:	
10 X \$2.50 fares, sold for	\$22.50
c) BC Bus Pass valid for the current calendar year and available through the Government of British Columbia BC Bus Pass Program.	
d) CNIB Identification Card available from the local office of the CNIB.	
e) BC Transit Employee Bus Pass	
f) Day Pass (all ages):	\$5.00
g) Monthly Pass	
i) Adult	\$65.00
ii) University Student**	\$50.00
iii) Senior/Youth	\$40.00
h) University Student Semester Pass	\$170.00

\*\*Passes are available on VIU campus only.

### Custom Transit Service:

*Effective September 1, 2017*

Registered User and Companion:

a) 5 Prepaid Tickets	\$12.50
b) 20 Prepaid Tickets	\$50.00
Attendant accompanying registered user	Free

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

## SCHEDULE F – PRIVACY PROTECTION SCHEDULE

### Definitions

1. In this Schedule,
  - (a) “access” means disclosure by the provision of access;
  - (b) “Act” means the Freedom of Information and Protection of Privacy Act;
  - (c) “contact information” means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
  - (d) “personal information” means recorded information about an identifiable individual, other than contact information, collected or created by the Operating Company as a result of the Agreement or any previous agreement between the Province and the Operating Company dealing with the same subject matter as the Agreement but excluding any such information that, if this Schedule did not apply to it, would not be under the “control of a public body” within the meaning of the Act; and,
  - (e) “privacy course” means the Province’s online privacy and information sharing training course.

### Purpose

2. The purpose of this Schedule is to:
  - (a) enable the Province to comply with the Province's statutory obligations under the Act with respect to personal information; and
  - (b) ensure that, as a service provider, the Operating Company is aware of, and complies with, the Operating Company’s statutory obligations under the Act with respect to personal information.

### Collection of personal information

3. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Operating Company may only collect or create personal information that is necessary for the performance of the Operating Company’s obligations, or the exercise of the Operating Company’s rights, under the Agreement.
4. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Operating Company must collect personal information directly from the individual the information is about.
5. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Operating Company must tell an individual from whom the Operating Company collects personal information:
  - (a) the purpose for collecting it;
  - (b) the legal authority for collecting it; and

- (c) the title, business address and business telephone number of the person designated by the Province to answer questions about the Operating Company's collection of personal information.

### **Privacy Training**

6. The Operating Company must ensure that each person who will provide services under the Agreement that involve the collection or creation of personal information will complete, at the Operating Company's expense, the privacy course prior to that person providing those services.
7. The requirement in section 6 will only apply to persons who have not previously completed the privacy course.

### **Accuracy of personal information**

8. The Operating Company must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Operating Company or the Province to make a decision that directly affects the individual the information is about.

### **Requests for access to personal information**

9. If the Operating Company receives a request for access to personal information from a person, other than the Province, the Operating Company must promptly advise the person to make the request to the Province unless the Agreement expressly requires the Operating Company to provide such access. If the Province has advised the Operating Company of the name, or title, and contact information of an official of the Province to whom such requests are to be made, the Operating Company must also promptly provide that official's name or title and contact information to the person making the request.

### **Correction of personal information**

10. Within 5 Business Days of receiving a written direction from the Province to correct or annotate any personal information, the Operating Company must annotate or correct the information in accordance with the direction.
11. When issuing a written direction under section 10, the Province must advise the Operating Company of the date the correction request to which the direction relates was received by the Province in order that the Operating Company may comply with section 12.
12. Within 5 Business Days of correcting or annotating any personal information under section 10, the Operating Company must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Province, the Operating Company disclosed the information being corrected or annotated.
13. If the Operating Company receives a request for correction of personal information from a person other than the Province, the Operating Company must promptly advise the person to make the request to the Province and, if the Province has advised the Operating Company of the name or title and contact information of an official of the

Province to whom such requests are to be made, the Operating Company must also promptly provide that official's name or title and contact information to the person making the request.

#### **Protection of personal information**

14. The Operating Company must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any expressly set out in the Agreement.

#### **Storage and access to personal information**

15. Unless the Province otherwise directs in writing, the Operating Company must not store personal information outside Canada or permit access to personal information from outside Canada.

#### **Retention of personal information**

16. Unless the Agreement otherwise specifies, the Operating Company must retain personal information until directed by the Province in writing to dispose of it or deliver it as specified in the direction.

#### **Use of personal information**

17. Unless the Province otherwise directs in writing, the Operating Company may only use personal information if that use is for the performance of the Operating Company's obligations, or the exercise of the Operating Company's rights, under the Agreement.

#### **Disclosure of personal information**

18. Unless the Province otherwise directs in writing, the Operating Company may only disclose personal information inside Canada to any person other than the Province if the disclosure is for the performance of the Operating Company's obligations, or the exercise of the Operating Company's rights, under the Agreement.
19. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Operating Company must not disclose personal information outside Canada.

#### **Notice of foreign demands for disclosure**

20. In addition to any obligation the Operating Company may have to provide the notification contemplated by section 30.2 of the Act, if in relation to personal information in the custody or under the control of the Operating Company, the Operating Company:
  - (a) receives a foreign demand for disclosure;
  - (b) receives a request to disclose, produce or provide access that the Operating Company knows or has reason to suspect is for the purpose of responding to a foreign demand for disclosure; or
  - (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a foreign demand for disclosure the Operating Company must immediately notify the Province and, in so doing, provide the information described in section 30.2(3) of the Act. In this section, the phrases "foreign demand

for disclosure” and “unauthorized disclosure of personal information” will bear the same meanings as in section 30.2 of the Act.

**Notice of unauthorized disclosure**

21. In addition to any obligation the Operating Company may have to provide the notification contemplated by section 30.5 of the Act, if the Operating Company knows that there has been an unauthorized disclosure of personal information in the custody or under the control of the Operating Company, the Operating Company must immediately notify the Province. In this section, the phrase “unauthorized disclosure of personal information” will bear the same meaning as in section 30.5 of the Act.

**Inspection of personal information**

22. In addition to any other rights of inspection the Province may have under the Agreement or under statute, the Province may, at any reasonable time and on reasonable notice to the Operating Company, enter on the Operating Company’s premises to inspect any personal information in the possession of the Operating Company or any of the Operating Company’s information management policies or practices relevant to the Operating Company’s management of personal information or the Operating Company’s compliance with this Schedule and the Operating Company must permit, and provide reasonable assistance to, any such inspection.

**Compliance with the Act and directions**

23. The Operating Company must in relation to personal information comply with:
- (a) the requirements of the Act applicable to the Operating Company as a service provider, including any applicable order of the commissioner under the Act; and
  - (b) any direction given by the Province under this Schedule.
24. The Operating Company acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.

**Notice of non-compliance**

25. If for any reason the Operating Company does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Operating Company must promptly notify the Province of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

**Termination of Agreement**

26. In addition to any other rights of termination which the Province may have under the Agreement or otherwise at law, the Province may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Operating Company, terminate the Agreement by giving written notice of such termination to the Operating Company, upon any failure of the Operating Company to comply with this Schedule in a material respect.

## **Interpretation**

27. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
28. Any reference to the “Operating Company” in this Schedule includes any subOperating Company or agent retained by the Operating Company to perform obligations under the Agreement and the Operating Company must ensure that any such subOperating Companies and agents comply with this Schedule.
29. The obligations of the Operating Company in this Schedule will survive the termination of the Agreement.
30. If a provision of the Agreement (including any direction given by the Province under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
31. The Operating Company must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 32, the law of any jurisdiction outside Canada.
32. Nothing in this Schedule requires the Operating Company to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.