

**NANAIMO**

**ANNUAL OPERATING AGREEMENT  
(CONVENTIONAL/CUSTOM)**

**Between**

**THE REGIONAL DISTRICT OF NANAIMO**

**And**

**BRITISH COLUMBIA TRANSIT**

**April 1, 2019**

**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.**

**TABLE OF CONTENTS**  
**ANNUAL OPERATING AGREEMENT**

---

<b>SECTION 1 – DEFINITION OF TERMS</b>	<b>2</b>
<b>SECTION 2 – INCORPORATION OF MASTER AGREEMENT</b>	<b>2</b>
<b>SECTION 3 – TERM AND RENEWAL</b>	<b>4</b>
<b>SECTION 4 – SCHEDULES</b>	<b>4</b>
<b>SECTION 5 – MISCELLANEOUS PROVISIONS</b>	<b>4</b>
<b>SECTION 6 – NOTICES AND COMMUNICATION</b>	<b>6</b>
<b>SCHEDULE "A" - TRANSIT SERVICE AREA BOUNDARIES</b>	<b>8</b>
<b>SCHEDULE "B" – SERVICE SPECIFICATIONS</b>	<b>9</b>
<b>SCHEDULE "C" – BUDGET</b>	<b>11</b>
<b>SCHEDULE "D" – PAYMENT SCHEDULE</b>	<b>12</b>
<b>SCHEDULE "E" – TARIFF-FARES</b>	<b>13</b>

## ANNUAL OPERATING AGREEMENT

BETWEEN: THE 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;

### 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, 2019 to March 31, 2020 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 Operating 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

### 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.
- 5.6 Operating Reserve Fund: In accordance with OIC 594, in fiscal year 2015/16, BC Transit established a Reserve Fund to record, for each local government, the contributions that BC Transit has received but has not yet earned.
- a) BC Transit will invoice and collect on monthly Municipal invoices based on budgeted Eligible Expenses.
  - b) Any expenditure of monies from the Reserve Fund will only be credited towards Eligible Expenses for the location for which it was collected.
  - c) Eligible Expenses are comprised of the following costs of providing Public Passenger Transportation Systems:
    - i. *For Conventional Transit Service*:
      1. the operating costs incurred in providing Conventional Transit Service excluding interest and amortization;
      2. the amount of any operating lease costs incurred by BC Transit for Conventional Transit Services;
      3. the amount of the municipal administration charge not exceeding 2% of the direct operating costs payable under an Annual Operating Agreement;
      4. an amount of the annual operating costs of BC Transit not exceeding 8% of the direct operating costs payable under an Annual Operating Agreement;
    - ii. *For Custom Transit Service*:
      1. the operating costs incurred in providing Custom Transit Service excluding interest and amortization, but including the amount paid by BC Transit 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;
      2. the amount of any operating lease costs incurred by BC Transit for Custom Transit Service;
      3. the amount of the municipal administration charge not exceeding 2% of the direct operating costs payable under an Annual Operating Agreement; and,
      4. an amount of the annual operating costs of BC Transit not exceeding 8% of the direct operating costs payable under an Annual Operating Agreement;
  - d) Eligible Expenses exclude the costs of providing third-party 100%-funded services; and,
  - e) BC Transit will provide an annual statement of account of the reserves received and utilized, including any interest earned for each local government.

**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:

**Regional District of Nanaimo**

c/o Manager of Transportation Services  
6300 Hammond Bay Road  
Nanaimo, BC V9T 6N2

and to

**BC Transit**

c/o Chief Operating Officer  
520 Gorge Road East  
Victoria, BC V8W 2P3

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 \_\_\_\_\_ 2019.

THE CORPORATE SEAL OF **THE REGIONAL DISTRICT OF NANAIMO** has been hereto affixed in the presence of:

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

THE COMMON SEAL OF **BRITISH COLUMBIA TRANSIT** has been hereto affixed in the presence of:

\_\_\_\_\_  
Brian Anderson – Chief Operating Officer  
BC Transit

\_\_\_\_\_  
Kevin Schubert - Director, Regional Transit Systems  
BC Transit



**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.

# SCHEDULE "B" – Service Specifications

Nanaimo Regional Base Budget Official AOA

2019/2020

## Nanaimo Regional Base Budget Official AOA 2019/2020

## Schedule 'B'

Effective Apr 01, 2019

### Scheduled Revenue Service

19/20 Apr to Apr (Apr 01, 2019 to Apr 14, 2019)										
	Mon	Tue	Wed	Thu	Fri	Sat	Sun			
Hrs/Day	423.79	427.22	427.22	427.22	427.22	282.77	165.27			
Kms/Day	9,962.79	10,100.98	10,100.98	10,100.98	10,100.98	7,077.95	4,017.50			
19/20 Apr to Jun (Apr 15, 2019 to Jun 29, 2019)										
	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Apr 22, 2019	May 20, 2019	
Hrs/Day	414.98	419.08	419.08	419.08	419.08	279.88	160.13	279.88	160.13	
Kms/Day	10,150.00	10,381.39	10,310.62	10,310.62	10,310.62	7,159.68	4,066.67	7,159.68	4,066.67	
19/20 Jun to Aug (Jun 30, 2019 to Aug 31, 2019)										
	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Jul 01, 2019	Aug 05, 2019	
Hrs/Day	361.95	365.80	365.80	365.80	365.80	279.88	160.13	160.13	160.13	
Kms/Day	9,145.64	9,284.40	9,284.40	9,284.40	9,284.40	7,159.68	4,066.67	4,066.67	4,066.67	
19/20 Sep to Dec (Sep 01, 2019 to Dec 21, 2019)										
	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Sep 02, 2019	Oct 14, 2019	Nov 11, 2019
Hrs/Day	423.79	427.22	427.22	427.22	427.22	282.77	165.27	165.27	165.27	165.27
Kms/Day	9,962.79	10,100.98	10,100.98	10,100.98	10,100.98	7,077.95	4,017.50	4,017.50	4,017.50	4,017.50
19/20 Dec to Jan (Dec 22, 2019 to Jan 04, 2020)										
	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Dec 26, 2019		
Hrs/Day	362.80	367.90	367.90	367.90	367.90	282.77	165.27	282.77		
Kms/Day	9,294.37	9,432.57	9,432.57	9,432.57	9,432.57	7,077.95	4,017.50	7,077.95		
19/20 Jan to Mar (Jan 05, 2020 to Mar 31, 2020)										
	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Feb 17, 2020		
Hrs/Day	423.79	427.22	427.22	427.22	427.22	282.77	165.27	165.27		
Kms/Day	9,962.79	10,100.98	10,100.98	10,100.98	10,100.98	7,077.95	4,017.50	4,017.50		

### Extra Revenue Service

	Apr, 2019	May, 2019	Jun, 2019	Jul, 2019	Aug, 2019	Sep, 2019	Oct, 2019	Nov, 2019	Dec, 2019	Jan, 2020	Feb, 2020	Mar, 2020
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	208.63	218.35	205.63	175.00	175.00							
Extra Special Events Kilometres	4,381.23	4,585.35	4,318.23	3,675.00	3,675.00							

### Adjusted Revenue Service

	Apr, 2019	May, 2019	Jun, 2019	Jul, 2019	Aug, 2019	Sep, 2019	Oct, 2019	Nov, 2019	Dec, 2019	Jan, 2020	Feb, 2020	Mar, 2020

### 2019/2020 Calendar Specification

Period	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Exceptions	Total	Exception Days
Apr 01, 2019 to Apr 14, 2019	2	2	2	2	2	2	2	0	14	Apr 19, 2019 Good Friday 2019 (Fri)
Apr 15, 2019 to Apr 30, 2019	2	3	2	2	1	2	2	2	16	Apr 22, 2019 Easter Monday 2019 (Mon)
May 01, 2019 to May 31, 2019	3	4	5	5	5	4	4	1	31	May 20, 2019 Victoria Day 2019 (Mon)
Jun 01, 2019 to Jun 29, 2019	4	4	4	4	4	5	4	0	29	Jul 01, 2019 Canada Day 2019 (Mon)
Jun 30, 2019 to Jun 30, 2019	0	0	0	0	0	0	1	0	1	Aug 05, 2019 BC Day 2019 (Mon)
Jul 01, 2019 to Jul 31, 2019	4	5	5	4	4	4	4	1	31	Sep 02, 2019 Labour Day 2019 (Mon)
Aug 01, 2019 to Aug 31, 2019	3	4	4	5	5	5	4	1	31	Oct 14, 2019 Thanksgiving Day 2019 (Mon)
Sep 01, 2019 to Sep 30, 2019	4	4	4	4	4	4	5	1	30	Nov 11, 2019 Remembrance Day 2019 (Mon)
Oct 01, 2019 to Oct 31, 2019	3	5	5	5	4	4	4	1	31	Dec 25, 2019 Christmas Day 2019 (Wed)
Nov 01, 2019 to Nov 30, 2019	3	4	4	4	5	5	4	1	30	Dec 26, 2019 Boxing Day 2019 (Thu)
Dec 01, 2019 to Dec 21, 2019	3	3	3	3	3	3	3	0	21	Jan 01, 2020 New Years Day 2020 (Wed)
Dec 22, 2019 to Dec 31, 2019	2	2	0	0	1	1	2	2	10	Feb 17, 2020 Family Day 2020 (Mon)
Jan 01, 2020 to Jan 04, 2020	0	0	0	1	1	1	0	1	4	
Jan 05, 2020 to Jan 31, 2020	4	4	4	4	4	3	4	0	27	
Feb 01, 2020 to Feb 29, 2020	3	4	4	4	4	5	4	1	29	
Mar 01, 2020 to Mar 31, 2020	5	5	4	4	4	4	5	0	31	
<b>Total</b>	<b>45</b>	<b>53</b>	<b>50</b>	<b>51</b>	<b>51</b>	<b>52</b>	<b>52</b>	<b>12</b>	<b>366</b>	<b>12 Exceptions</b>

### Monthly Summary

Month	Conventional Transit							
	Revenue Hours			Total	Revenue Kilometers			Total
Scheduled	Extra	Adjusted	Scheduled		Extra	Adjusted		
April, 2019	10,503.92	290.85		10,794.77	255,534.15	6,107.85		261,642.00
May, 2019	11,127.63	300.57		11,428.20	275,606.93	6,311.97		281,918.90
June, 2019	10,565.25	205.63		10,770.88	261,984.75	4,318.23		266,302.98
July, 2019	9,952.37	175.00		10,127.37	252,674.55	3,675.00		256,349.55
August, 2019	9,870.30	175.00		10,045.30	250,688.77	3,675.00		254,363.77
September, 2019	10,653.38	127.22		10,780.60	253,883.64	2,671.62		256,555.26
October, 2019	11,345.98	107.22		11,453.20	270,206.29	2,251.62		272,457.91
November, 2019	10,774.31	93.22		10,867.53	257,082.28	1,957.62		259,039.90
December, 2019	10,467.51	139.94		10,607.45	253,463.83	2,938.74		256,402.57
January, 2020	11,058.64	82.22		11,140.86	264,713.78	1,726.62		266,440.40
February, 2020	10,347.09	82.22		10,429.31	246,981.30	1,726.62		248,707.92
March, 2020	11,339.12	82.22		11,421.34	269,929.91	1,726.62		271,656.53
<b>Total</b>	<b>128,005.50</b>	<b>1,861.31</b>	<b>0.00</b>	<b>129,866.81</b>	<b>3,112,750.18</b>	<b>39,087.51</b>	<b>0.00</b>	<b>3,151,837.69</b>

Nanaimo Custom Base Budget Official AOA

2019/2020

**Nanaimo Custom Base Budget Official AOA 2019/2020**

**Schedule 'B'**

Effective Apr 01, 2019

**Scheduled Revenue Service**

19/20 Full Year (Apr 01, 2019 to Mar 31, 2020)								
	Mon	Tue	Wed	Thu	Fri	Sat	Sun	
Hrs/Day	80.00	105.00	102.00	110.00	98.00	20.00	8.00	
Kms/Day	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

**Flexible Hours**

	Apr, 2019	May, 2019	Jun, 2019	Jul, 2019	Aug, 2019	Sep, 2019	Oct, 2019	Nov, 2019	Dec, 2019	Jan, 2020	Feb, 2020	Mar, 2020
	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, 2019	May, 2019	Jun, 2019	Jul, 2019	Aug, 2019	Sep, 2019	Oct, 2019	Nov, 2019	Dec, 2019	Jan, 2020	Feb, 2020	Mar, 2020

**Adjusted Revenue Service**

	Apr, 2019	May, 2019	Jun, 2019	Jul, 2019	Aug, 2019	Sep, 2019	Oct, 2019	Nov, 2019	Dec, 2019	Jan, 2020	Feb, 2020	Mar, 2020

**2019/2020 Calendar Specification**

Period	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Exceptions	Total	Exception Days
Apr 01, 2019 to Apr 30, 2019	4	5	4	4	3	4	4	2	30	Apr 19, 2019 Good Friday 2019 (Fri)
May 01, 2019 to May 31, 2019	3	4	5	5	5	4	4	1	31	Apr 22, 2019 Easter Monday 2019 (Mon)
Jun 01, 2019 to Jun 30, 2019	4	4	4	4	4	5	5	0	30	May 20, 2019 Victoria Day 2019 (Mon)
Jul 01, 2019 to Jul 31, 2019	4	5	5	4	4	4	4	1	31	Jul 01, 2019 Canada Day 2019 (Mon)
Aug 01, 2019 to Aug 31, 2019	3	4	4	5	5	5	4	1	31	Aug 05, 2019 BC Day 2019 (Mon)
Sep 01, 2019 to Sep 30, 2019	4	4	4	4	4	4	5	1	30	Sep 02, 2019 Labour Day 2019 (Mon)
Oct 01, 2019 to Oct 31, 2019	3	5	5	5	4	4	4	1	31	Oct 14, 2019 Thanksgiving Day 2019 (Mon)
Nov 01, 2019 to Nov 30, 2019	3	4	4	4	5	5	4	1	30	Nov 11, 2019 Remembrance Day 2019 (Mon)
Dec 01, 2019 to Dec 31, 2019	5	5	3	3	4	4	5	2	31	Dec 25, 2019 Christmas Day 2019 (Wed)
Jan 01, 2020 to Jan 31, 2020	4	4	4	5	5	4	4	1	31	Dec 26, 2019 Boxing Day 2019 (Thu)
Feb 01, 2020 to Feb 29, 2020	3	4	4	4	4	5	4	1	29	Jan 01, 2020 New Years Day 2020 (Wed)
Mar 01, 2020 to Mar 31, 2020	5	5	4	4	4	4	5	0	31	Feb 17, 2020 Family Day 2020 (Mon)
<b>Total</b>	<b>45</b>	<b>53</b>	<b>50</b>	<b>51</b>	<b>51</b>	<b>52</b>	<b>52</b>	<b>12</b>	<b>366</b>	<b>12 Exceptions</b>

**Monthly Summary**

Month	Custom Transit								
	Revenue Hours				Revenue Kilometers				
	Scheduled	Extra	Flexible	Adjusted	Total	Scheduled	Extra	Adjusted	Total
April, 2019	2,099.00		3.20		2,102.20	0.00			
May, 2019	2,322.00		3.20		2,325.20	0.00			
June, 2019	2,120.00		3.20		2,123.20	0.00			
July, 2019	2,299.00		3.20		2,302.20	0.00			
August, 2019	2,240.00		3.20		2,243.20	0.00			
September, 2019	2,100.00		3.20		2,103.20	0.00			
October, 2019	2,329.00		3.20		2,332.20	0.00			
November, 2019	2,130.00		3.20		2,133.20	0.00			
December, 2019	2,073.00		3.20		2,076.20	0.00			
January, 2020	2,300.00		3.20		2,303.20	0.00			
February, 2020	2,032.00		3.20		2,035.20	0.00			
March, 2020	2,285.00		3.20		2,288.20	0.00			
<b>Total</b>	<b>26,329.00</b>	<b>0.00</b>	<b>38.40</b>	<b>0.00</b>	<b>26,367.40</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	

**SCHEDULE "C" – Budget****NANAIMO CONVENTIONAL**

	<b>BASE BUDGET 2019/20</b>
TOTAL REVENUE	\$4,866,569
TOTAL OPERATING COSTS	\$12,424,789
TOTAL COSTS (including Local Government Share of Lease Fees)	\$14,486,027
<b>NET LOCAL GOVERNMENT SHARE OF COSTS</b>	<b>\$3,756,142</b>

**NANAIMO CUSTOM**

	<b>BASE BUDGET 2019/20</b>
TOTAL REVENUE	\$175,750
TOTAL OPERATING COSTS	\$1,954,351
TOTAL COSTS (including Local Government Share of Lease Fees)	\$2,199,959
<b>NET LOCAL GOVERNMENT SHARE OF COSTS</b>	<b>\$725,036</b>

## SCHEDULE "D" – Payment Schedule

**2019/20 Payment Schedule****Nanaimo Regional Conventional Transit and Custom Transit**

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:

**1) Payment Schedule**

- a) For Specified Service in Schedule "B":
  - i) \$85,399.60 for Fixed Monthly Payment for conventional transit service; plus
  - ii) \$19,004.19 for Fixed Monthly Payment for custom transit service; plus
  - iii) \$55.73 per Revenue Hour for conventional transit service; plus
  - iv) \$42.37 per Revenue Hour for custom transit service; plus
  - v) \$0.0332 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) \$55.73 per Revenue Hour for conventional transit service; plus
  - ii) \$42.37 per Revenue Hour for custom transit service; plus
  - iii) \$0.0332 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) \$50.16 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.

**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.**

**SCHEDULE “E” – Tariff-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.

**Fares:****Conventional Transit Service:**

*Effective as of September 1, 2017*

	<b><u>Zone 1</u></b>
a) Single Cash Fares:	
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.	
c) CNIB Identification Card available from the local office of the CNIB.	
d) BC Transit Employee Bus Pass	
e) Day Pass (all ages):	\$5.00
f) Monthly Pass	
i) Adult	\$65.00
ii) University Student**	\$50.00
iii) Senior/Youth	\$40.00
g) 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.

## NANAIMO CONVENTIONAL

	<b>OFFICIAL AOA 2019/20</b>
<b>TRANSIT REVENUE</b>	
FAREBOX - CASH	\$1,380,000
TICKETS & PASSES	\$2,560,000
BC BUS PASS REVENUE MSS PASSES	\$824,897
ADVERTISING	\$101,672
<b>TOTAL REVENUE</b>	<b>\$4,866,569</b>
<b>EXPENDITURES</b>	
FIXED COSTS	\$1,024,795
VARIABLE HOURLY COSTS - SCHEDULED	\$7,133,747
VARIABLE HOURLY COSTS - EXTRA	\$103,731
FUEL DIRECT	\$68,854
CNG FUEL	\$518,156
TIRES	\$104,548
VEHICLE MAINTENANCE	\$1,479,046
ICBC INSURANCE	\$234,000
EXCESS INSURANCE	\$114,279
INFORMATION SYSTEMS	\$239,927
<b>TOTAL DIRECT OPERATING COSTS</b>	<b>\$11,021,083</b>
FACILITY MAINTENANCE	\$319,357
SAFETY & SECURITY	\$49,045
TRAINING	\$29,767
MARKETING	\$80,843
MUNICIPAL ADMIN EXPENSE	\$203,642
BCT MANAGEMENT SERVICES	\$721,052
<b>TOTAL OPERATING COSTS</b>	<b>\$12,424,789</b>
LEASE FEES - LAND & BUILDINGS	\$6,258
LEASE FEES - VEHICLES	\$1,901,120
LEASE FEES - EQUIPMENT	\$153,860
<b>LEASE FEES (LOCAL SHARE)</b>	<b>\$2,061,238</b>
<b>TOTAL COSTS</b>	<b>\$14,486,027</b>
<b>STATISTICS</b>	
HOURS	129,867
KILOMETRES	3,151,838
RIDERSHIP	3,081,700
<b>FUNDING</b>	
<b>TOTAL OPERATING COSTS</b>	<b>\$12,424,789</b>
OPERATING RESERVE REQUIRED	\$503,619
FLEX FUNDING	\$878,000
<b>TOTAL SHAREABLE OPERATING COSTS</b>	<b>\$11,043,170</b>
<b>LOCAL SHARE OPERATING COSTS</b>	<b>\$5,887,114</b>
LOCAL SHARE FLEX FUNDING	\$878,000
LOCAL SHARE LEASE FEES	\$2,061,238
Less: REVENUE	\$4,866,569
Less: MUNICIPAL ADMINISTRATION	\$203,642
<b>NET MUNICIPAL SHARE OF COSTS</b>	<b>\$3,756,142</b>
<b>PROVINCIAL SHARE OF OPERATING COSTS</b>	<b>\$5,156,056</b>
<b>OPERATING RESERVES</b>	
OPENING OPERATING RESERVE BALANCE*	\$2,439,569
BUDGETED OPERATING COSTS	\$12,424,789
FORECASTED OPERATING COSTS	\$12,424,789
OPERATING RESERVE REQUIRED	\$503,619
<b>ENDING OPERATING RESERVE BALANCE</b>	<b>\$1,935,950</b>

\* Projected March 31, 2019 balance

Final actual balance will be provided by June 2019

## NANAIMO CUSTOM

	OFFICIAL AOA 2019/20
<b>TRANSIT REVENUE</b>	
FAREBOX - CASH	\$175,750
<b>TOTAL REVENUE</b>	<b>\$175,750</b>
<b>EXPENDITURES</b>	
FIXED COSTS	\$228,050
VARIABLE HOURLY COSTS - SCHEDULED	\$1,117,187
FUEL DIRECT	\$160,340
TIRES	\$26,369
VEHICLE MAINTENANCE	\$170,613
TAXI SAVER PROGRAM	\$18,000
TAXI SAVER RECOVERIES	(\$11,000)
TAXI SUPPLEMENT	\$25,000
ICBC INSURANCE	\$26,000
EXCESS INSURANCE	\$9,767
INFORMATION SYSTEMS	\$20,241
<b>TOTAL DIRECT OPERATING COSTS</b>	<b>\$1,790,567</b>
FACILITY MAINTENANCE	\$728
TRAINING	\$3,977
MARKETING	\$10,000
MUNICIPAL ADMIN EXPENSE	\$33,141
BCT MANAGEMENT SERVICES	\$115,938
<b>TOTAL OPERATING COSTS</b>	<b>\$1,954,351</b>
LEASE FEES - LAND & BUILDINGS	\$794
LEASE FEES - VEHICLES	\$230,997
LEASE FEES - EQUIPMENT	\$13,817
<b>LEASE FEES (LOCAL SHARE)</b>	<b>\$245,608</b>
<b>TOTAL COSTS</b>	<b>\$2,199,959</b>
<b>STATISTICS</b>	
HOURS	26,367
RIDERSHIP	67,011
<b>FUNDING</b>	
<b>TOTAL OPERATING COSTS</b>	<b>\$1,954,351</b>
OPERATING RESERVE REQUIRED	\$136,175
FLEX FUNDING	\$123,984
<b>TOTAL SHAREABLE OPERATING COSTS</b>	<b>\$1,694,192</b>
<b>LOCAL SHARE OPERATING COSTS</b>	<b>\$564,335</b>
LOCAL SHARE FLEX FUNDING	\$123,984
LOCAL SHARE LEASE FEES	\$245,608
Less: REVENUE	\$175,750
Less: MUNICIPAL ADMINISTRATION	\$33,141
<b>NET MUNICIPAL SHARE OF COSTS</b>	<b>\$725,036</b>
<b>PROVINCIAL SHARE OF OPERATING COSTS</b>	<b>\$1,129,857</b>
<b>OPERATING RESERVES</b>	
OPENING OPERATING RESERVE BALANCE*	\$580,719
BUDGETED OPERATING COSTS	\$1,954,351
FORECASTED OPERATING COSTS	\$1,954,351
OPERATING RESERVE REQUIRED	\$136,175
<b>ENDING OPERATING RESERVE BALANCE</b>	<b>\$444,544</b>

\* Projected March 31, 2019 balance

Final actual balance will be provided by June 2019