

Torres Rojas, Genara

FOI #14902

Subject: FW: FOI Reference No. 14902

From: Andrew Perez [<mailto:andrew.perez@huffingtonpost.com>]
Sent: Tuesday, May 13, 2014 4:59 PM
To: Duffy, Daniel
Subject: Re: FOI Reference No. 14902

Mr. Duffy,

I am writing to submit a revised FOI request so that it fully complies with the Port Authority FOI code:

I request the following information related to policies governing access and requests for access by PANYNJ employees to the E-ZPass toll records of specific individuals or E-ZPass tags, from the past five (5) years.

Included, but not limited to:

- 1) PANYNJ's regulations governing access by PANYNJ employees to E-ZPass toll usage records of specific individuals or E-ZPass tags. If the regulations governing access have changed in the past 5 years, please include all versions.
- 2) All records or regulations regarding decisions to audit individual users of the PANYNJ Retiree E-ZPass Program.
- 3) All records regarding procedures for handling individual employee or retiree E-ZPass toll usage data, up to and including public disclosure of this info. If the regulations governing these procedures have changed, please include all versions.
- 4) All records of policy memoranda related to PANYNJ's information sharing with E-ZPass.
- 5) All records related to the late Senator Frank Lautenberg's enrollment in the PANYNJ Retiree E-ZPass program.
- 6) All internal communications, memos and directives related to the E-ZPass used by the late Sen. Frank Lautenberg.

Please contact me at (202) 624-9325 or andrew.perez@huffingtonpost.com if there are any issues with my revised request.

Thank you,

Andrew

--
Andrew Perez
@andrewperezdc
(202) 624-9325 (desk)
(954) 410-4522 (cell)

THE PORT AUTHORITY OF NY & NJ

FOI Administrator

July 29, 2014

Mr. Andrew Perez
The Huffington Post
1750 Pennsylvania Avenue NW
Suite 600
Washington, DC 20006

Re: Freedom of Information Reference No. 14902

Dear Mr. Perez:

This is in response to your May 13, 2014 request, which has been processed under the Port Authority's Freedom of Information Code ("the Code"), copy attached, for information related to policies governing access and requests for access by Port Authority employees to E-ZPass toll records of specific individuals or E-ZPass tags for the past five (5) years, including Port Authority regulations governing access by Port Authority employees to E-ZPass toll records of specific individuals or E-ZPass tags; all records or regulations regarding decisions to audit individual employee or retiree E-ZPass tolls usage data, up to and including public disclosure of this information; all records regarding procedures for handling individual employee or retiree E-ZPass toll usage data, up to and including public disclosure of this information; all records of policy memoranda related to Port Authority information sharing with E-ZPass; all records related to the late Senator Frank Lautenberg's enrollment in the Port Authority's Retiree E-ZPass program; and all internal communications, memos and directives related to the E-ZPass used by the late Senator Frank Lautenberg.

Material responsive to your request and available under the Code can be found on the Port Authority's website at <http://www.panynj.gov/corporate-information/foi/14902-O.pdf>. Certain records are exempt from disclosure pursuant to Exemptions (1) and (5) of the Code. Paper copies of the available records are available upon request.

Please refer to the above FOI reference number in any future correspondence relating to your request.

Sincerely,



Heavyn-Leigh American
FOI Officer

Attachment

225 Park Avenue South, 17th Floor
New York, NY 10003
T: 212 435 3642
F: 212 435 7555

For Active and Certain Retired Represented Employees

Addendum to E-ZPass® Customer Agreement Terms and Conditions

1. Upon request via an Employee E-ZPass Enrollment Form, an E-ZPass account ("Employee E-ZPass account") will be opened for you, and you will receive one orange non-revenue tag.
2. There is no deposit required for this tag. If the tag is lost, stolen or damaged, you must pay for the tag at the prevailing rate.
3. The tag is issued for your personal or commutation use in accordance with your Memorandum of Agreement or post-retirement award. It provides for free passage at Port Authority tunnel and bridge crossings when you are in the vehicle and airport parking in certain designated lots.
4. If you choose to fund the Employee E-ZPass account with a prepaid toll balance for your own personal use at non-Port Authority crossings, you:
 - a. Authorize E-ZPass to debit your account for such use
 - b. Authorize E-ZPass to deduct any applicable administrative fees incurred pursuant to this Agreement from prepaid toll balance
 - c. Must obey all laws and regulations at all E-ZPass toll plazas
 - d. Must maintain a sufficient prepaid toll balance
5. Whether or not the account is funded, your Employee E-ZPass Enrollment Forms must be mailed to the E-ZPass Customer Service at the address listed below. If funding the account, initial payment can be made using credit card, check, money order or cashier's check. Subsequent replenishments can be made using cash, if necessary, or by other means, at a NY E-ZPass Customer Service Center.
6. In addition to the provisions of the Memorandum of Agreement or post-retirement award, the account is subject to all Terms and Conditions established by the E-ZPass Customer Agreement. If your Employee E-ZPass account is deemed invalid due to speeding violations, insufficient funds, or for other reasons, the account is invalid everywhere and the free passage feature at Port Authority crossings/airports will be suspended until the E-ZPass account is reinstated. Use of the E-ZPass tag while your account is suspended will result in violations/confiscation.
7. You should be prepared to show Port Authority identification at Port Authority toll plazas/airport parking upon request.
8. Non-revenue trips on your E-ZPass account are subject to audit.
9. Upon separation from Port Authority service, certain Employee E-ZPass accounts will be deactivated and, in those instances, the tag must be returned to the Unit Administrator. Failure to return the tag will result in the tag cost being debited from your account.
10. Inquiries and correspondence, payments, tag returns, or violation inquiries regarding your E-ZPass account can be sent to:

Port Authority of New York and New Jersey
E-ZPass Customer Services
2 Montgomery Street, 4th Floor
Jersey City, NJ 07302



Mail To: E-ZPass Customer Services
 Port Authority of New York and New Jersey
 2 Montgomery Street, 4th Floor
 Jersey City, NJ 07302

E-ZPass Information (to be filled out by Customer Service Center)	
E-ZPass Account Number:	_____
E-ZPass Tag Number:	_____
Clerk No.:	_____
Date Opened:	_____
Approved:	_____ Exception: _____

Port Authority Active and Certain Retired Represented Employees E-ZPass® Enrollment Form

If you choose to fund the account for your personal use at non-PA crossings, you must also complete the purple sections below.

NAME: _____ EMPLOYEE NUMBER: _____
Last First M.I.

ADDRESS: _____ DAYTIME TELEPHONE: _____

CITY: _____ STATE: _____ ZIP CODE: _____

LICENSE PLATE: _____ STATE: _____ PIN NUMBER: _____
(Select any four numbers that you will remember)

LICENSE PLATE: _____ STATE: _____

VEHICLE MAKE, MODEL AND YEAR: _____

VEHICLE MAKE, MODEL AND YEAR: _____

If your vehicle is not a Class 1, (a Class 1 vehicle is typically an automobile, SUV or van) with two axles and single rear wheels, you may not use the tag at any non-Port Authority crossings.

If you choose to use the Port Authority *Employee E-ZPass* tag at Port Authority crossings ONLY (Holland and Lincoln tunnels, George Washington, Bayonne and Goethals bridges and Outerbridge Crossing), and do not want to fund the account, skip to Customer Agreement and sign.

Please remember to review *E-ZPass Customer Agreement Terms and Conditions* and *Employee E-ZPass Addendum (attached)*, and sign form below. In addition, review AP 40-1.01 which can be found on eNet or requested from E-ZPass Customer Services at the address listed above.

Instructions: Discount plans are available. Visit www.ezpassny.com or request a copy from E-ZPass Customer Services at the address listed above. Select the plan(s) you would like to add to your E-ZPass account. In the right column, enter the required pre-payment for each plan you select. Add up the payment amounts for each plan you have selected and enter the total in Box D (this amount will be added to your monthly replenishment).

BOX A	MINIMUM AMOUNT OF PREPAID TOLLS If you select the GIC or GIR plans, you may enter \$0.00 in Box A (refer to E-ZPass Plans for plan descriptions).	BOX A \$ 25.00
BOX B	ADDITIONAL AMOUNT OF PREPAID TOLLS (If you would like to add more money to your initial prepaid tolls)	BOX B \$
FREQUENT USERS/RESIDENCY PLANS (OPTIONAL) – Complete this section only if you want a Commuter/Resident Discount Plan. Refer to E-ZPass Discount Plans at www.ezpassny.com		PLAN CODE
COMMUTER/RESIDENT DISCOUNT PLANS The dollar amount included on www.ezpassny.com under E-ZPass Discount Plans is the required prepaid amount for that plan.		DISCOUNT PLAN AMT.
TOTAL \$ AMOUNT OF DISCOUNT PLANS SELECTED		BOX C \$
INITIAL PAYMENT - Total of Boxes A, B and C		BOX D \$

Payment Information: To add discount plans to your E-ZPass New York account, you must submit payment as indicated above. You may either provide credit card information or include a check or money order with this form.

PAYMENT METHOD/REPLENISHMENT OPTIONS - Select option 1 or option 2

<input type="checkbox"/> OPTION 1 - Credit Card with Automatic Replenishment - The easiest way to pay. When your prepaid balance reaches a certain level, your E-ZPass account will automatically be replenished. Credit Card Number: _____ Expiration Date: ____ / ____ / ____ <input type="checkbox"/> Credit Card Type: <input type="checkbox"/> Visa <input type="checkbox"/> Mastercard <input type="checkbox"/> American Express <input type="checkbox"/> Discover I authorize E-ZPass to immediately charge my credit card for the total amount shown in the "Initial Payment" Box D. Whenever my prepaid amount decreases to or below the replenishment point for my account, I authorize E-ZPass to charge my credit card my replenishment amount. I understand and agree that such charges will continue until my E-ZPass account is terminated or I revoke this authorization in writing. Should I fail to return my Tag(s) or require a replacement, or incur an administrative fees or E-ZPass Plus charge, I authorize E-ZPass to charge my credit card the appropriate amount incurred under the terms of my agreement. I understand that the replenishment amount may be adjusted to reflect actual usage. I authorize E-ZPass in its discretion to receive updated information about my credit card, including new account numbers and expiration dates, from the financial institution issuing my credit card. * _____ / _____ / _____ Cardholder Signature (Required) Date	<input type="checkbox"/> OPTION 2 - Check or Cash Replenishment <ul style="list-style-type: none"> Once your account is opened, you can replenish your account by mailing a check made payable to "E-ZPass" or by making a cash payment at one of our eight convenient walk-in centers listed in the Q&A brochure. You are responsible for monitoring your account and maintaining a positive balance. Failure to do so may cause violations/confiscation and a loss of the non-revenue benefit. Do not mail cash.
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Customer Agreement: My completion of this form, payment of the required deposits, and signature below constitute my agreement to use E-ZPass subject to all applicable terms and conditions. I understand and agree that by using E-ZPass facilities, the resulting charges will be deducted from my prepaid E-ZPass account. I understand and agree that I have read, understand, and accept the terms and conditions set forth in this form, all of which are part of my agreement.

By signing below, I agree to the Terms and Conditions outlined on the attached "E-ZPass Customer Agreement Terms and Conditions," and the "Port Authority Active Represented Employee E-ZPass Addendum." I also agree to be bound by the applicable Memorandum of Agreement.

* _____ / _____ / _____
 Employee Signature (Required for All Account Types) Date

For Non-Represented Eligible Employees Hired Prior to or on 9/11/2001

Port Authority Employee Addendum to E-ZPass® Customer Agreement Terms and Conditions

1. Upon request via an Employee E-ZPass Enrollment Form, an Employee E-ZPass account will be opened for the employee ("employee"), who will receive one orange non-revenue tag. Employees must obey all laws and regulations at all E-ZPass toll plazas.
2. There is no deposit required for this tag. If the tag is lost, stolen or damaged, the employee must pay for the tag at the prevailing rate.
3. The tag is issued for the employee's commutation or business-related use in accordance with AP 40-1.01, Port Authority E-ZPass Programs at Tunnel and Bridge Crossings. It provides for free passage at Port Authority tunnel and bridge crossings when the employee is in the vehicle and commuting to his/her primary work site or traveling for business.
 - Personal use of the tag at Port Authority crossings must be reimbursed using PA form 3269B within 45 days of the transaction.
4. Employees who choose to fund the Employee E-ZPass account with a prepaid toll balance for their own personal use at non-Port Authority crossings:
 - authorize E-ZPass to debit their account for such use
 - authorize E-ZPass to deduct any applicable administrative fees incurred pursuant to this Agreement from prepaid toll balance
 - must obey all laws and regulations at all E-ZPass toll plazas
 - must maintain a sufficient prepaid toll balance
5. Whether or not the account is funded, all Employee E-ZPass Enrollment Forms must be mailed to E-ZPass Customer Service at the address listed below. If funding the account, initial payment can be made using credit card, check, money order or cashier's check. Subsequent replenishments can be made using cash, if necessary, or by other means, at a NY E-ZPass Customer Service Center.
6. In addition to the provisions of AP 40-1.01 which can be found on enet or requested from TB&T E-ZPass Customer Services, the account is subject to all Terms and Conditions established by the E-ZPass Customer Agreement. If an Employee E-ZPass account is deemed invalid due to speeding violations, insufficient funds, or other reasons, the account is invalid everywhere and the free passage feature at Port Authority crossings will be suspended until the Employee E-ZPass account is reinstated. Use of the E-ZPass tag during suspension will result in violations / confiscation.
7. Employees should be prepared to show Port Authority identification at Port Authority toll plazas upon request.
8. Non-revenue trips on Port Authority Employee E-ZPass account are subject to audit.
9. Upon separation from Port Authority service, the Employee E-ZPass account will be deactivated and the tag must be returned to the Unit Administrator. Failure to return the tag results in the tag cost being debited from the account.
10. Inquiries and correspondence, payments, tag returns, or violation inquiries regarding Employee E-ZPass account can be sent to:

E-ZPass Customer Services
Port Authority of New York and New Jersey
2 Montgomery Street, 4th Floor
Jersey City, NJ 07302

E-ZPassNY CUSTOMERS RECEIVE THE FOLLOWING DISCOUNTS:

- Off-peak and peak discounts at all PA crossings and commuter, carpool and energy efficient vehicle discounts available
 - Discount off Thruway tolls □ Reduced rates off cash tolls at MTA Bridges and Tunnels
- Savings off round-trip at Verrazano-Narrows Bridge □ Discount at the Marine Parkway-Gil Hodges Memorial and Cross Bay Veterans Memorial Bridges □ Discount off Peace Bridge tolls

OPTIONAL E-ZPass DISCOUNT PLANS

You may be eligible for greater savings with one of the Discount Plans offered to New York E-ZPass customers. Please visit the E-ZPass NY website at www.e-zpassny.com for more information on the discount plans offered. If any of the plans listed benefits you, fill in the corresponding Plan Code provided and dollar amount (if applicable), in section 4 of the E-ZPass application attached.

These terms and conditions, together with your E-ZPass application ("Application"), constitute your E-ZPass Agreement ("Agreement"). E-ZPass is an electronic toll collection system that allows you to pay charges incurred at E-ZPass facilities. New York E-ZPass is operated under the auspices of the Triborough Bridge and Tunnel Authority ("TbTA") (also known as MTA Bridges and Tunnels), the New York State Thruway Authority ("NYSTA"), and the Port Authority of New York and New Jersey ("PANYNJ"). Your E-ZPass Account ("Account") will be operable on all E-ZPass facilities, regardless of location. Your Account will be assigned to one of the abovementioned New York entities and your Agreement is with that particular entity. Identification of the New York entity to which your Account has been assigned and with which you have your Agreement appears on your E-ZPass tag(s) ("Tag"). Please read these terms and conditions and keep them for your records. When you open your Account or use your E-ZPass Tag, you agree to the following terms and conditions:

1) GENERAL

- a. Failure to comply with this Agreement may result in termination of your Account.
- b. You may not assign the obligations or benefits of this Agreement.
- c. Failure to pay charges to your Account may result in penalties as provided by law.
- d. You must approach and pass through E-ZPass toll lanes at the posted speed limit. Failure to obey the posted speed limit may result in suspension or revocation of your Account, and/or other penalties as provided by law.
- e. You must comply with all applicable traffic laws, regulations, signs and signals, and the directions of toll collectors and law enforcement officers.

2) TAG USE

- a. Cash or check customers must pay a deposit of \$10 for each Tag. The deposit will be refunded when you close your Account and return the Tag in good condition as determined solely by E-ZPass. The Tag deposit is waived for customers authorizing Account replenishment via automatic charge to a credit card, or automatic withdrawal from a checking account.
- b. You may only use the Tag on a vehicle class that corresponds to the class of Tag provided to you by E-ZPass.
- c. In accordance with Section 5 herein, you must surrender a Tag immediately upon request.
- d. When you use the Tag at any E-ZPass facility, you authorize E-ZPass to debit your Account for the charges incurred.
- e. If you use the Tag on E-ZPass facilities other than New York E-ZPass facilities, you are subject to the laws and regulations governing use at such facilities.
- f. You must maintain a sufficient balance in your pre-payment Account, and may not use the Tag or permit Tag use unless a sufficient balance is maintained.
- g. You must properly install your Tag in or on your vehicle pursuant to the mounting instructions provided with your Tag(s). Failure to do so may result in your Tag not being read in the lane, the gate not being raised at some facilities, and may result in a violation for which you may be assessed administrative fees or other penalties as provided by law. Failure to properly mount your Tag may also result in images being taken of your license plate to identify the registered owner and the addition of your license plate to your Account based on motor vehicle registration records. These images may be used to post toll charges at the cash rate and/or additional administrative fees to your Account.

3) YOUR ACCOUNT

- a. You must maintain a prepaid amount in your pre-payment Account to cover applicable charges to your Account.
- b. Applicable charges, if any, will be deducted from your Account each time the Tag is used.
- c. E-ZPass may deduct from your Account applicable administrative fees incurred pursuant to this Agreement.
- d. Your Account may be suspended based upon speed infractions, outstanding violations and/or for failure to pay administrative fees.
- e. No interest will be paid on balances in your Account or on refundable Tag deposits.
- f. You will receive a periodic statement unless there are no transactions and no financial activity in your Account during the applicable period covered by such statement. It is your obligation to review such statements and follow the procedure in Section 6 if you wish to dispute any charges.

- g. You will be charged a fee for any request to retrieve a statement previously provided.
- h. You may, no more than four times per year, suspend the following monthly use plans for a minimum of one week and extend the monthly period for calculating the minimum commuter trip charge by calling 1-800-333-TOLL (1-800-333-8655): Tappan Zee Bridge Commuter (TZC), Tappan Zee Bridge Carpool Commuter (TZPL), Grand Island Commuter (GIC), New Rochelle Commuter (NRC), Yonkers Commuter (YKC), Harriman Commuter (HAC), and Bridge Authority Discount (NYSBA). The first Tag use at the applicable bridge after the minimum one-week period will reactivate the monthly use plan.
- i. E-ZPass, in its discretion, may receive updated information about your credit card, including new account numbers and expiration dates, from the financial institution issuing the card.
- j. E-ZPass, in its discretion, may receive updated information about your address from the United States Postal Service.

4) ACCOUNT PRE-PAYMENT

- a. You must pay a minimum prepaid amount sufficient to pay charges to your Account for a one-month period.
- b. Your Account must be replenished by your prepaid amount when your Account balance decreases to or below the replenishment point specific to your Account plan. The date on which your Account will be replenished will vary based upon Account activity. You may choose to replenish your Account in one of the following ways:
 - 1. Authorizing E-ZPass to automatically charge your credit card or automatically withdraw funds from your checking account for all charges to your Account.
 - a. For customers using checking account for auto replenishment:
 - 1. You agree and are aware that you are pre-authorizing E-ZPass to withdraw funds from your bank account each time your Account balance decreases to or below the replenishment point specific to your Account.
 - 2. You agree and are aware that the amount of the Automatic Clearing House (ACH) withdrawals from your checking account to cover your tolls and fees may vary between \$0.01 and \$3000.00, depending upon your E-ZPass account activity.
 - 2. Checks (or Money Orders) made payable to E-ZPass in U.S. dollars only. A returned check fee of \$25 will be charged for each check returned to E-ZPass unpaid by your bank.
 - 3. Cash payments made at an E-ZPass Customer Service Center only in U.S. dollars, or in Canadian dollars at the exchange rate E-ZPass may determine.
DO NOT SEND CASH BY MAIL.
 - c. An Account analysis is performed on all new Accounts 35 days from the first Tag use and every 90 days thereafter. If your monthly use is consistently above or below your prepaid amount, E-ZPass will adjust your prepaid amount to approximate a one-month level of use.
- d. If you have chosen to replenish your Account with a credit card, you may be enrolled in the E-ZPass Plus program. This Program allows you to use your Tag at authorized E-ZPass Plus facilities. If your Tag is used to incur E-ZPass Plus charges, then E-ZPass may charge your credit card that amount. Such credit card charges may be different from your replenishment amount and charged to your credit card at any time. By participating in E-ZPass Plus, you consent to the release of your name and address to E-ZPass Plus facility operators for collection purposes. If you choose not to participate in E-ZPass Plus, you must notify the E-ZPass Customer Service Center.
- e. Depending on usage or other charges to your Account, there may be more than one replenishment transaction within one statement period.

5) VIOLATIONS

- a. If you use the Tag when your Account is in a negative balance, suspended or revoked as a result of E-ZPass speed violations or any other reason, or after the Tag has been reported lost or stolen, you may: incur administrative fees of up to \$50 per occurrence; be charged the full, undiscounted charge; and/or be asked to surrender the Tag to E-ZPass via certified mail or to plaza personnel
- b. If you use the Tag in a vehicle other than one of the class for which the Tag is designated, you may incur administrative fees of up to \$50 per occurrence and/or be asked to surrender the Tag to E-ZPass via certified mail or to plaza personnel. Such continued misuse may result in revocation of your Account.

Continued on back

6) DISPUTES

You hereby authorize E-ZPass to decide in the first instance every question or dispute arising from, under, in connection with or related to this Agreement, including, without limitation, the imposition of tolls, fees, or other charges incurred, applied or stated for the use or misuse of your Tag or Account. All disputes must be submitted in writing to the E-ZPass Customer Service Center within 180 days of notice that a toll, fee, or other charge has been made to your Account. You agree that the mailing or emailing to the address you have provided to E-ZPass or as updated by the United States Postal Service constitutes notice to you of the tolls, fees and charges contained therein and of any determination by E-ZPass of your submitted dispute. The resolution of claims against PANYNJ, NYSTA and TBTA arising from, under, in connection with or in any way related to this Agreement including, without limitation, the imposition of tolls, fees, or other charges incurred, applied or stated for the use or misuse of your Tag or Account, are governed as follows:

- PANYNJ - the provisions of New York State Unconsolidated Laws, Sections 7101 through 7136 or New Jersey Statutes Annotated, Sections 32:1-157 through 32:1-176.
- NYSTA - the provisions of Section 361-b of the New York State Public Authorities Law.
- TBTA - no action shall lie or be maintained unless such action shall be commenced within one year of notice of E-ZPass' determination regarding your dispute submitted pursuant to this Agreement.

7) LOST/STOLEN OR NON-OPERATIONAL TAGS

You will not be liable for unauthorized Tag use that occurs after you notify E-ZPass, orally or in writing, of loss, theft or possible unauthorized use. However, if a Tag is reported lost, stolen, or found to be defaced or damaged, you will be charged \$16.00 for interior Tags and \$22.00 for exterior Tags. If the Tag is non-operational for reasons other than abuse or improper use, and the Tag is returned to an E-ZPass Customer Service Center, E-ZPass will replace it at no charge.

8) DISCLAIMER

You acknowledge that E-ZPass and all entities providing E-ZPass services have not made, and expressly disclaim any representation or warranty, express or implied relating to the Tag including, without limitation, any implied or express warranty of merchantability, fitness for a particular purpose or conformity to models or samples. You agree that E-ZPass and all entities providing E-ZPass services will have no obligation or liability whatsoever to you with respect to your use of or the performance of the Tag. You agree to indemnify and hold harmless E-ZPass and all entities providing E-ZPass services from and against all damage, loss, cost, expense or liability relating to, arising from, or as a result of, the use or performance of the Tag.

9) TERMINATION

You may terminate this Agreement at any time by requesting such termination in writing and returning the Tag(s) to E-ZPass. Tags should be returned to an E-ZPass Customer Service Center in person or by certified mail. Tags remain the property of the entities providing E-ZPass services. Once all outstanding charges have been deducted from your Account following your termination of this Agreement and return of the Tag(s), any remaining balance and Tag(s) deposit will be refunded to you. Such refund will be made in the form of a check or credit to your credit card, depending on the manner in which you have chosen to replenish your Account balance.

10) COLLECTION OF EXPENSES

You agree to pay all costs, including attorneys' fees, incurred by E-ZPass and all entities providing E-ZPass services to collect any monies due under the terms of this Agreement.

11) MODIFICATIONS

The New York entity to which your Account is assigned may change the terms of this Agreement at any time by advance written notice. Such modified terms shall take effect on the date specified therein. The invalidity of any term or terms of this Agreement shall not affect any other term of this Agreement, which shall remain in full force and effect.

12) GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

13) CHANGES

You agree to inform E-ZPass of any changes to the information provided to E-ZPass, including, but not limited to:

- Address,
- Vehicle information,
- Credit card account information (i.e., number, expiration date),
- Checking account information,
- Payment method,
- Email address,
- Phone numbers.

14) NON-DISCLOSURE

E-ZPass respects the privacy of all Account holders. Account information will not be disclosed to third parties without your consent except as required or permitted by law and the policies of E-ZPass and the entities providing E-ZPass services.

15) PAYMENTS, TAGS AND CORRESPONDENCE

Please send all correspondence, payments, Tag returns, or violation inquiries to:

E-ZPass CUSTOMER SERVICE CENTER	
APPLICATIONS AND RETURNED TAGS: PO Box 149001 Staten Island, NY 10314-9001	VIOLATION PAYMENTS AND INQUIRIES: PO Box 15186 Albany, NY 12212-5186
ACCOUNT REPLENISHMENT PAYMENTS: PO Box 15185 Albany, NY 12212-5185	CUSTOMER ACCOUNT CORRESPONDENCE: PO Box 15187 Albany, NY 12212-5187

16) SCHEDULE OF DEPOSITS/ADMINISTRATIVE FEES

Per Tag deposit (customers who choose to replenish by cash or check)	\$10.00
Per Tag deposit (customers who choose automatic replenishment by credit card or checking account)	waived
Cost of Tag if defaced, damaged, lost or stolen	Interior \$16.00 Exterior \$22.00
Bank declined ACH payment transaction	Up to \$25.00
Returned check fee	\$25.00
Monthly statement by mail, annual fee	\$ 6.00
Duplicate copy of Statement	\$ 2.00
PANYNJ monthly Account service fee	\$ 1.00
Account revocation fee	\$25.00
Tag retention fee	\$25.00
Other Tag misuse/violation administrative fees	Up to \$50.00

E-ZPass and the entities providing E-ZPass services reserve the right to assess additional fees.

17) ADDITIONAL TERMS AND CONDITIONS FOR TBTA CUSTOMERS ELECTING TO ENROLL IN THE PAY PER TRIP E-ZPass PLAN

- a. By opening a Pay Per Trip E-ZPass account you must provide your routing and checking account numbers (back up credit card is optional).
 - i. You agree and are aware that you are pre authorizing E-ZPass to withdraw funds from your bank account on each day when you incur toll charges and account fees.
 - ii. You agree and are aware that the amount of the Automatic Clearing House (ACH) withdrawals from your checking account to cover your tolls and fees may vary between \$0.01 and \$300.00.
 - iii. You agree and are aware that the ACH withdrawals from your checking account may be on or around the day of your toll transactions for the total of all your toll transactions and fees.
 1. Weekend and holiday toll transactions and charges may be collected from the ACH account on the following business day.
- b. You agree to maintain sufficient funds in your bank account to cover all E-ZPass charges and may not permit Tag use unless a sufficient balance is maintained in your bank account or payment will be made by means of the valid back-up credit card you have provided.
- c. In the event your bank rejects any E-ZPass ACH transaction and a valid payment back-up credit card has been provided, you agree that your Account will be converted to a pre-payment credit card replenishment Account and then subject to the pre-payment terms and conditions as stated.
- d. In the event your bank rejects any E-ZPass ACH transaction and a back-up credit card has not been provided, you agree that your Account will be converted to a cash pre-payment Account. You must not use your E-ZPass tag(s) until you have funded this cash Account.
- e. If you use the Tag when your bank account has insufficient funds and payment is not made by means of your back-up credit card, you may incur administrative fees of up to \$50 per occurrence; be charged the full, undiscounted charge; and/or be asked to surrender the Tag to E-ZPass via certified mail or to plaza personnel.
- f. You agree to inform E-ZPass of any changes to your bank account information and, if applicable, credit card information provided to E-ZPass.
- g. A \$10 per tag deposit is required if you do not provide a back-up credit card on your Account.
- h. If any of the terms and conditions in Section 17 conflict with the provisions in Sections 1 through 16, then the provisions in section 17 shall apply to TBTA customers who elect to enroll in the Pay Per Trip E-ZPass Plan.

PLEASE RETAIN FOR YOUR RECORDS.

MANUET Rockland Plaza Route 59 and Middletown Road Nanuet, NY 10954	STATEN ISLAND 1150 South Avenue Staten Island, NY 10314
QUEENS 19-02 Whitestone Expressway College Point, NY 11357	YONKERS 730 McLean Avenue Yonkers, NY 10704

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Office of the Executive Director

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**NON-REVENUE TOLL PROGRAMS FOR EMPLOYEES
AT PORT AUTHORITY TUNNEL AND BRIDGE CROSSINGS**

I. Introduction

This Administrative Instruction sets forth guidelines governing the non-revenue use of Port Authority tunnels and bridges by employees, including the use of Employee E-ZPass® tags.

Employees represented for purposes of collective bargaining are governed by the terms and conditions of their respective collective bargaining agreements.

II. E-ZPass Program

A. Description

E-ZPass is an electronic toll collection system that makes traveling more convenient and helps reduce traffic congestion. Motorists prepay their tolls and have their accounts electronically debited, without tendering cash or tickets. An antenna at the toll plaza reads an electronic tag affixed to the vehicle for this purpose.

B. Employee Non-Revenue E-ZPass Program

The Employee Non-Revenue E-ZPass Program allows for non-revenue passage for commutation and official agency business travel for eligible Port Authority employees at tunnels and bridges operated by the Port Authority. The Employee E-ZPass tag may only be used in a vehicle occupied by the employee to whom it was issued. The privilege of non-revenue passage applies only to commuting trips to and from the employee's primary employment location and approved travel for agency business purposes. Any toll for personal travel at Port Authority bridges and tunnels incurred with an Employee E-ZPass tag must be paid by the employee to the Port Authority. The Employee E-ZPass tag may not be used in return for payment or other form of compensation such as driving a delivery vehicle, taxi, or limousine.

If an employee's E-ZPass account is funded with a prepaid toll balance, the Employee E-ZPass tag may also be used for the personal travel at non-Port

Authority toll facilities that accept E-ZPass. The employee is responsible for maintaining sufficient funds in the account at all times.

Non-represented employees and retirees must discontinue the use of any paper passes for personal travel at the Port Authority bridges and tunnels.

1. Eligibility

The Employee Non-Revenue E-ZPass Program is available to active non-represented staff employed on or before September 11, 2001 and continuously employed by the Port Authority since then. At such time as the Port Authority's headquarters are re-established at the World Trade Center site, the Employee Non-Revenue E-ZPass Program will no longer be available to such employees.

2. Employee Responsibilities

- a. Eligible employees are required to follow all E-ZPass rules and regulations, the New York E-ZPass Customer Agreement Terms and Conditions, Port Authority Addendum to Agreement, and this Administrative Instruction.
- b. Eligible employees are responsible for reimbursing the Port Authority for tolls associated with all travel at Port Authority tunnel and bridges not related to commutation and official business travel. Reimbursement for any personal use of a Non-Revenue E-ZPass Tag by an eligible employee is made by completing Form PA3269B no later than 45 days after the date of travel.
- c. Eligible employees using Employee E-ZPass tags for non-revenue business travel at the bridges and tunnels must document the transaction as a non-revenue toll in a business expense reimbursement submission, such as petty cash voucher (Form PA 618) or expense account submissions filed via the Business Expense Account Management (BEAM) application and covered in AI 30-3.51.
- d. The Port Authority may pursue tolls and related fees from employees through all appropriate means.

3. Misuse of Employee E-ZPass Tags

The misuse of an Employee E-ZPass tag, and/or failure to comply with the terms of E-ZPass rules and regulations, the New York E-ZPass Customer Agreement Terms and Conditions, Port Authority Addendum to Agreement, and this Administrative Instruction, may result in formal disciplinary action, the cancellation of non-revenue passage privileges, and appropriate penalties.

4. Vehicle Class

For eligible employees that fund their account, the Port Authority orange E-ZPass tag may only be used on Class 1 vehicles (i.e., private vehicles such as automobiles, sport utility vehicles [SUVs], minivans, or personal-use vans) with two-axes and single rear wheels, at non-Port Authority toll facilities that accept E-ZPass.

5. Lost, Stolen or Retained Employee E-ZPass Tags

Eligible employees must immediately report a lost, stolen or retained Employee E-ZPass tag to the New York Customer Service Center and pay the prevailing fee to replace the tag.

6. Identification

Eligible employees must be prepared to show Port Authority photo identification when using the Employee E-ZPass tag at Port Authority tunnels and bridges.

7. Audit

All use of E-ZPass tags issued under the Employee Non-Revenue E-ZPass Programs are subject to audit for compliance with the guidelines established in this Administrative Instruction, the E-ZPass Customer Service Agreement, and the Port Authority Addendum to the Agreement.

8. Employee Separation

An Employee E-ZPass account is deactivated upon separation (including retirement) from active Port Authority service. The tag must be returned to the department / office business manager upon leaving or the employee is charged the prevailing fee for the tag.

9. Port Authority Property

E-ZPass tags are Port Authority property.

III. Port Authority Pool Vehicle E-ZPass Program

A. Departmental and Unit Coordinators

Each department designates a Departmental Coordinator to be responsible for the oversight of the department's Vehicle E-ZPass Program. The Departmental Coordinator maintains a list of Unit Coordinators, who are in turn responsible for the administration of the E-ZPass Program for their respective units. The

Director, Tunnels, Bridges and Terminals Department (TB&T), is advised of the name and contact information of the Departmental Coordinator and any related staffing changes.

Unit Coordinators are responsible for opening through TB&T's E-ZPass Programs Division and properly maintaining Port Authority Vehicle E-ZPass accounts. All assigned Port Authority vehicles are to be equipped with a Port Authority Vehicle E-ZPass tag, and an account funded with a Procurement Card specifically designated for E-ZPass account management only. Statements from the New York E-ZPass Customer Service Center are to be e-mailed to the Unit Coordinator listed on the E-ZPass account on a monthly basis. The Unit Coordinator is responsible for reviewing the statements for accuracy and contacting the E-ZPass New York Customer Service Center to address any discrepancies.

B. Department Responsibilities

1. Control of E-ZPass Tags and Tag Usage

Individual Departments are responsible for proper control of all E-ZPass tags and tag usage assigned to the Department.

- a. An inventory of all assigned E-ZPass tags and related license plates must be maintained.
- b. A physical inventory of tags is performed annually and reconciled to the vehicle list and to tags listed on the E-ZPass account. Physical inventories should be performed and reconciled more frequently if significant changes are made.
- c. Generally, a non-revenue tag should be assigned to a specific vehicle. However, departments may maintain a supply of non-revenue tags for business related usage, including Central Pool vehicles covered in AI 15-3.02.

2. E-ZPass Account Information and Maintenance

Individual Departments and their Departmental and Unit Coordinators are responsible to ensure the accuracy of all E-ZPass account information.

- a. All requests for tags must be made, in writing, to TB&T's E-ZPass Programs Division.
- b. License plate and tag information must be kept current on the account.

- c. All other account demographic and administrative updates should be made by the requesting Unit Coordinator via the E-ZPass website (www.e-zpassny.com). This includes license plate information, credit card updates, lost or stolen tags, etc.

3. Safe Use

Employees should refer to AI 15-3.02 regarding safe vehicle operations. Speeding through toll lanes may result in speed notices being issued and/or account suspension at Port Authority and non-Port Authority facilities. An account that is invalid due to speed suspension is invalid at all toll facilities, including Port Authority facilities.

C. Employee Responsibilities

Employees are responsible for use of E-ZPass tags in Assigned Vehicles and Executive Cars as defined in AI 15-3.02. Employees must reimburse the Port Authority for all personal use of a Non-Revenue Vehicle Tag in a Pool Vehicle by submitting Form PA3269A within 45 days of such personal travel.

PORT AUTHORITY E-ZPASS PROGRAM - ELIMINATION OF NON-REVENUE COMPONENT FOR PERSONAL USE

It was recommended that the Board authorize the elimination of the Non-Revenue component of the Port Authority's E-ZPass Program for Commissioners, all retirees, and non-represented active Port Authority employees for their personal use, including commutation purposes and personal use at Port Authority airports; excepting the use by those Port Authority employees continuously employed on and since September 11, 2001, for commutation only until such time as the Port Authority's corporate headquarters are re-established at the World Trade Center site. This exception recognizes the displacement of staff throughout the agency as a direct result of the terrorist attacks of September 11th, and the fact that normal commuting patterns were significantly altered and disrupted through staff reassignments to alternate work locations in New York and New Jersey due to the destruction of The World Trade Center, which was the corporate headquarters of the Port Authority.

It was further recommended that the Board authorize a review of penalties associated with the misuse of this Non-Revenue component.

Pursuant to the foregoing report, the following resolution was adopted with Commissioners Bauer, Coscia, Holmes, Moerdler, Pocino, Sartor, Silverman and Steiner voting in favor; none against:

RESOLVED, that the Port Authority's Non-Revenue E-ZPass Program shall be modified consistent with the terms presented to the Board.