



P.O. Box 1749
Halifax, Nova Scotia
B3J 3A5 Canada

Item No. 14.4.2
Halifax Regional Council
April 11, 2017

TO: Mayor Savage and Members of Halifax Regional Council

Original Signed

SUBMITTED BY: _____
Councillor Outhit, Chair, Transportation Standing Committee

DATE: March 31, 2017

SUBJECT: SmartTrip Membership Fee Structure and EPass Agreement Amendments

ORIGIN

March 23, 2017 meeting of the Transportation Standing Committee, Item No. 12.1.1.

LEGISLATIVE AUTHORITY

Transportation Standing Committee Terms of reference section 6 (b) which states: "The Transportation Standing Committee shall review and oversee specific strategic planning directions related to Transit Services coming from the Regional Plan such as the five year strategic plan, Accessibility Plan and the Ferry Plan".

RECOMMENDATION

The Transportation Standing Committee recommends that Regional Council:

1. Adopt By-law U-101, the purpose of which is to amend Schedule 2 of By-law U-100, Respecting User Charges, changing the annual SmartTrip membership fee structure, as set out in Attachment B of the staff report dated January 16, 2017; and
2. Approve the amendments to the EPass Memorandum of Understanding, converting the EPass Program from one based on a calendar year to one based on a 12 month commitment, as set out in Attachment E of the staff report dated January 16, 2017

BACKGROUND

A staff report dated January 16, 2017 pertaining to Amendments to the SmartTrip Membership Fee Structure and Agreement was before the Transportation Standing Committee for consideration at its meeting held on March 23, 2017.

For further information, please refer to the attached staff report dated January 16, 2017.

DISCUSSION

The Transportation Standing Committee reviewed the staff report dated January 16, 2017 at its meeting held on March 23, 2017 and forwarded the recommendation to Halifax Regional Council as outlined in this report.

FINANCIAL IMPLICATIONS

As outlined in the attached staff report dated January 16, 2017.

RISK CONSIDERATION

None identified.

COMMUNITY ENGAGEMENT

The Transportation Standing Committee meetings are open to public attendance, a live webcast is provided of the meeting, and members of the public are invited to address the Committee for up to five minutes at the end of each meeting during the Public Participation portion of the meeting. The agenda, reports, video, and minutes of the Transportation Standing Committee are posted on Halifax.ca.

ENVIRONMENTAL IMPLICATIONS

As outlined in the attached staff report dated January 13, 2017.

ALTERNATIVES

The Transportation Standing Committee did not discuss alternatives.

ATTACHMENTS

1. Staff report dated January 16, 2017

A copy of this report can be obtained online at <http://www.halifax.ca/council/agendasc/cagenda.php> then choose the appropriate meeting date, or by contacting the Office of the Municipal Clerk at 902.490.4210, or Fax 902.490.4208.

Report Prepared by: Liam MacSween, Legislative Assistant. 902.490.6521.



P.O. Box 1749
Halifax, Nova Scotia
B3J 3A5 Canada

Attachment 1
Transportation Standing
Committee March 23, 2017

TO: Chair and Members of Transportation Standing Committee

Original Signed

SUBMITTED BY:

Dave Reage, MCIP, LPP, Director, Halifax Transit

DATE: January 16, 2017

SUBJECT: **SmartTrip Membership Fee Structure and EPass Agreement Amendments**

ORIGIN

On July 5, 2011, Regional Council approved the Memorandum of Understanding (MOU) for the SmartTrip program with the Manager, Strategic Transportation Planning given authorization to enter into agreements with interested businesses.

On December 3, 2013, Regional Council approved the SmartTrip EPass program as a permanent, employer-based, annual transit pass and authorized the Director of Metro Transit to enter into agreements with interested businesses.

LEGISLATIVE AUTHORITY

Halifax Regional Municipality Charter, 2008, c. 39:

Section 79(o) states: "The Council may expend money required by the Municipality for public transportation services";

Section 102 requires user charges be set out in a by-law;

By-law U-100, *User Charges By-law*

RECOMMENDATION

It is recommended that the Transportation Standing Committee recommend that Regional Council:

1. Adopt By-law U-101, the purpose of which is to amend Schedule 2 of By-law U-100, Respecting User Charges, changing the annual SmartTrip membership fee structure, as set out in Attachment B to this report; and
2. Approve the amendments to the EPass Memorandum of Understanding, converting the EPass Program from one based on a calendar year to one based on a 12 month commitment, as set out in Attachment E to this report.

BACKGROUND

SmartTrip Program – Overview

The SmartTrip program is a Transportation Demand Management (TDM) initiative under the TDM Functional Plan developed to encourage sustainable commuting and reduce strain on existing transportation infrastructure. The program, facilitated by Halifax Transit staff, works directly with employers to encourage employees to choose alternative modes of commuting, such as transit, active transportation, and carpooling; or alternately, helps to develop strategies to reduce the need to commute through flexible work arrangements.

Since its introduction in 2011, the SmartTrip program has moved from its initial *Guaranteed Ride Home* program to a full-suite of sustainable, alternative commuter options, such as:

- EPass program (annual discounted transit pass for employees);
- Guaranteed Ride Home program (free taxi vouchers for emergencies);
- SmartCycle (Lunch & Learn sessions);
- Online Ridematching;
- WORKShift™ (encourage flexible work locations); and
- CarShare (partnership with CarShare Atlantic).

As per SmartTrip's 2011 Memorandum of Understanding (MOU), participating employers are required to pay an annual fee based on their number of employees (see Table 1). In 2013, Regional Council approved a reduced annual fee after the initial signup year, due to lower program service requirements after the initial signup period.

Currently, there are 17 participating SmartTrip members, representing diverse public and private employers of varying sizes across the municipality. SmartTrip partners include Dalhousie University, Admiral Insurance, McInnes Cooper, and the Halifax Regional Municipality, among others. As interest continues to grow for the SmartTrip program, several organizations who have expressed interest in participating in the program have noted that the existing membership fee structure is a deterrent to joining and maintaining an active membership. Staff notes that this has been a particular deterrent for government agencies, larger businesses, and the not-for-profit sector.

Employee Transit Pass (EPass) Program – Overview

The EPass program is available to SmartTrip members who choose to invest in public transit for their employees. The EPass offers a 12 month pass at a discounted rate, with the employer and SmartTrip each contributing 12.5% of the total cost. Through payroll deduction, employees pay the balance of \$58.50 on a regular EPass, \$70.88 for a MetroLink EPass or \$83.26 for a MetroX EPass. Senior discounts are also available. Employees participating in this program save up to \$234 per year on commuting expenses, or 25% off the advertised price for 12 monthly passes. This year (2016) is the fourth year of the EPass program, and currently 707 individuals participate.

DISCUSSION

SmartTrip Membership Fee Structure

As noted above, the current SmartTrip fee structure can deter employers from participating in the program. If the fee is not reduced, the program will be limited in its' ability to attract new employers, and as a result in the ability to provide programming to support more sustainable commuting choices. It is recommended that a nominal fee be collected to offset some of the program costs, specifically, the costs associated with the Guaranteed Ride Home program, and to ensure that the participants are committed to the program and to supporting sustainable transportation solutions for their workforce.

The following table summarizes the existing and proposed fee structure:

| # of Employees | Current User Fee Structure | | Proposed User Fee Structure |
|----------------|----------------------------|-----------------|---|
| | First-Year Fees | Subsequent Fees | Yearly Fee (first year & subsequent years) |
| 1-20 | \$170 | \$70 | \$100 |
| 21-50 | \$400 | \$160 | \$100 |
| 51-100 | \$700 | \$280 | \$100 |
| 101-200 | \$1,550 | \$600 | \$250 |
| 201-500 | \$3,000 | \$1,200 | \$250 |
| 501-1000 | \$5,200 | \$2,000 | \$250 |
| 1001-2000 | \$8,500 | \$3,200 | \$250 |
| 2001+ | \$10,500 | \$4,000 | \$250 |

SmartTrip Program Costs

Staff estimates that the operating cost of the SmartTrip program is approximately \$12,500 per year. This includes the production costs of the EPasses, validation stickers, the Guaranteed Ride Home Program and the SmartCycle program, as well as the online Ridematching database. This does not include staff time involved in managing the program.

While the EPass and GRH programs are offered to SmartTrip members exclusively, both the SmartCycle and Ridematching programs are available to all residents and employers. Therefore, the costs of these two programs should not be borne solely by annual fees paid by SmartTrip members.

SmartTrip EPass Enrolment Period

The structure of the EPass program was approved as part of the September 25, 2013 staff report (Attachment D). At that time, Regional Council approved a motion to make SmartTrip EPass a permanent program. As outlined in that report, EPasses are sold for the calendar year (issued in December for the following calendar year) and applicants are only permitted to join the program during that one intake period.

As interest in the program continues to grow, the one-time sign up period has made it difficult to expand the program. New employers who wish to join the EPass program after the January deadline must wait until the following enrolment period. This undermines membership recruitment throughout the year. Further, existing partner employers are unable to offer the EPass as a benefit to new hires after the January deadline, thus reducing the benefit of the program.

Staff are requesting additional flexibility in the administration of the EPass program, beyond what was described in the September 25, 2013 report. At this time, staff are proposing one additional EPass intake period that would occur mid-year. This will facilitate the recruitment of potential new partners and encourage sustainable commuting. New participants who enrol during the mid-year intake period will still be obligated to commit for one year of membership (12 months), as stated in the EPass MOU Terms of Agreement, section 35.

Although even greater flexibility may further encourage enrollment, due to the administrative challenges associated with the registration, distribution and validation of the EPasses, it is not recommended that more than two enrolment periods exist at this time. However, in the future, should efficiencies be found by the use of new technologies, additional enrolment periods may be implemented.

FINANCIAL IMPLICATIONS

The 2016 SmartTrip annual membership billings were \$12,930.00. Under the existing fee structure 2017 billings would increase to \$14,320 due to the sign up of a new member, Stewart McKelvey. Should the staff recommendation to modify the fee structure be approved, there would be a decrease in this revenue (to approximately \$2,450.00 annually). The loss of revenue of \$11,870 can be absorbed within the SmartTrip operating budget (R631-5508).

With the reduction of annual fees, staff anticipates an increase in SmartTrip members. Specifically, three large employers located in the Regional Centre have expressed interest in the EPass program but noted their concern with the annual SmartTrip annual fee. These employers would likely become members in the near future should fees be reduced. The enrolment of additional SmartTrip members is not anticipated to significantly offset the reduction in revenue from lowering the membership fees. It is possible, however, that the reduced annual SmartTrip Program fees will result in an overall growth in the SmartTrip program and help to support a culture of transit ridership and sustainable transportation mode choice in Halifax. This has the potential of positively impacting Halifax Transit's revenue from fares.

| Employer | 2017 / 18 Annual Fees: Current User Fee Structure | | 2017 / 18 Annual Fees: Proposed User Fee Structure |
|------------------------|---|--------------------|--|
| | First-Year Fee | Subsequent Fee | First Year & Subsequent Annual Fee |
| Admiral Insurance | - | \$2,000.00 | \$250.00 |
| Better Business Bureau | - | \$70.00 | \$100.00 |
| CarShare Atlantic | - | \$70.00 | \$100.00 |
| CarteNav Solutions | - | \$160.00 | \$100.00 |
| Cox & Palmer | - | \$600.00 | \$250.00 |
| Dalhousie University | - | \$4,000.00 | \$250.00 |
| Dept. of Energy | - | \$4,000.00 | \$250.00 |
| Efficiency One | - | \$280.00 | \$100.00 |
| HRM Libraries | - | \$600.00 | \$250.00 |
| HRM Pensions | - | \$70.00 | \$100.00 |
| McInnes Cooper | - | \$600.00 | \$250.00 |
| NSURB | - | \$160.00 | \$100.00 |
| Stewart McKelvey | \$1,550.00 | - | \$250.00 |
| Verb Interactive | - | \$160.00 | \$100.00 |
| Total | | \$14,320.00 | \$2,450.00 |

COMMUNITY ENGAGEMENT

Staff hosted a SmartTrip stakeholder focus group in September 2016. This report stems from feedback of the focus group.

ENVIRONMENTAL IMPLICATIONS

SmartTrip continues to encourage sustainable, alternative commuting options such as transit, carpooling, cycling and walking, which reduces Greenhouse Gas (GHG) emissions.

ALTERNATIVES

The committee may choose to continue with the existing annual membership fee structure and yearly enrolment date. This is not recommended as it may potentially affect the growth of the SmartTrip program as it impedes participation.

ATTACHMENTS

- Attachment A: Showing Proposed Changes to: By-law U-100, Schedule 2
 - Attachment B: Amending By-law U-101
 - Attachment C: Incorporating Proposed Changed to By-law U-100, Schedule 2
 - Attachment D: 2013 SmartTrip EPass and SmartTrip Membership Fee Structure Report
 - Attachment E: Showing Proposed Changes to the EPass Memorandum of Understanding
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A copy of this report can be obtained online at www.halifax.ca/commcoun/index then choose the appropriate Community Council and meeting date, or by contacting the Office of the Municipal Clerk at 902.490.4210 / fax 902.490.4208.

Report Prepared by: Lisette Cormier, Program Coordinator, 902.490.4160
Original Signed

Approved by: _____
Patricia Hughes, MCIP, LPP, Manager, Planning & Scheduling, Halifax Transit,
902.490.6287
Original Signed

Approved by: _____
John Traves, Q.C., Director, Legal, Insurance & Risk Management Services,
902.490.4226

Financial Approval by: _____
Original Signed
Amanda Whitewood, Director of Finance, ICT/CFO, 902.490.6308

Attachment A - Showing Proposed Changes to U-100

**HALIFAX REGIONAL MUNICIPALITY
BY-LAW NUMBER U-100
RESPECTING USER CHARGES**

BE IT ENACTED by the Council of the Halifax Regional Municipality, under the authority of Sections 102 and 104 of the *Halifax Regional Municipality Charter*, 1989 R.S.N.S. c. 39, as amended, as follows:

Short Title

1. This By-law shall be known as By-law U-100, the *User Charges By-law*.

Interpretation

2. In this By-law,

- (a) "CAO" means the Chief Administrative Officer of Halifax Regional Municipality;
- (b) "Council" means the Council of the Municipality;
- (c) "Municipality" means the Halifax Regional Municipality; and

(d) "user charge" includes a charge, fare, fee, or levy for the provision of a service to be paid by a person who uses or benefits from the service.

Application of the By-law

- 3. Council hereby establishes user charges to be paid by the person using the service in the amount as set out in each Schedule to this By-law.
- 4. Any Schedule to this By-law shall form part of this By-law.
- 5. The user charges as listed in the Schedules are subject to Federal and Provincial taxes where applicable.

Offences

- 6. A person who contravenes any provision of this By-law shall be guilty of an offence.
- 7. A person who contravenes any provision of this By-law is liable on summary conviction to a penalty of not less than one hundred dollars (\$100) and not more than one thousand dollars (\$1,000), in default of payment, to imprisonment for not more than ten days.

Done and passed in Council this 21st day of June, 2016.

Mayor

Municipal Clerk

I, Kevin Arjoon, Municipal Clerk for the Halifax Regional Municipality, hereby certify that the above-noted by-law was passed at a meeting of the Halifax Regional Council held on June 21, 2016.

Kevin Arjoon
Municipal Clerk

Notice of Motion:
First Reading:
Notice of Public Hearing Publication:

May 24, 2016
May 31, 2016
June 4, 2016

Second Reading:
Approval by Service Nova Scotia and Municipal Relations:
Effective Date:

June 21, 2016
N/A
June 25, 2016

Schedule 1

Halifax Transit User Charges

Interpretation

1. In this Schedule,

- (a) “Access-A-Bus” means the Halifax Transit service for persons unable to use conventional transit due to a physical or cognitive disability;
- (b) “adult” means a person between 16 years of age and up to and including 64 years of age;
- (c) “child” means a person between 5 years of age and up to and including 15 years of age;
- (d) “CNIB” means The Canadian National Institute for the Blind;
- (e) “Halifax Transit” means the transit facilities and services provided by the Municipality;
- (f) “Low Income Transit Pass” means a transit pass issued under the Low Income Transit Pass Pilot Program;
- (g) “personal care attendant” means a person issued a Personal Care Attendant Identification Card by Access-A-Bus;
- (h) “proper authority” means any employee of Halifax Transit carrying an identification card issued by Halifax Transit;
- (i) “refugee” means a person identified as a refugee pursuant to the *Immigration and Refugee Protection Act*;
- (j) “registered Access-A-Bus user” means a person eligible to travel on Access-A-Bus as determined through an application process;
- (k) “senior” means a person 65 years of age and over;
- (l) “SmartTrip EPass” means a transit pass issued under the SmartTrip Program;
- (m) “student” means a person who is a full-time student at an educational institution as confirmed by a valid student ID;
- (n) “transfer” means proof of payment in a form prescribed by Halifax Transit that
 - (i) is issued by Halifax Transit when the initial user charge is paid;
 - (ii) allows the person to continuously travel on more than one route, of the same or lesser user charge, without having to pay an additional user charge; and
 - (iii) expires ninety (90) minutes after the last timepoint on the originating route;

(o) "UPass" means a transit pass issued to a student who attends a post-secondary institution that has signed a contract with the Municipality.

Application

2. (1) Subject to section 3, no person shall travel or attempt to travel on Halifax Transit without paying the appropriate user charge as set out in section 9 of this Schedule.

(2) Where the amount of the user charge for passage on Halifax Transit is disputed, the person disputing the amount shall pay the amount requested by a proper authority.

(3) A person who refuses to pay the user charge requested by a proper authority shall be refused passage on Halifax Transit.

3. Notwithstanding subsection 2(1), travel on Halifax Transit shall be free for the following:

- (a) a child under five (5) years of age;
- (b) a senior between 10:00 a.m. and 3:30 p.m. and after 6:00 p.m. until end of service day on Tuesdays;
- (c) a person with a CNIB identification card;
- (d) an employee or retiree of Halifax Transit;
- (e) a Halifax Regional Police officer in uniform;
- (f) a personal care attendant when accompanying a registered Access-A-Bus user;
- (g) a person, and any accompanying family member, who is a veteran or current member of the armed forces and
 - (i) is in uniform, or
 - (ii) who presents an armed forces ID on Remembrance Day; and
- (h) an elementary school student travelling to or from the Beaver Bank Monarch Drive Elementary School on the Route 400.

4. (1) Council, by resolution, or the CAO, may waive any user charge under this Schedule:

- (a) for the following days,
 - (i) Canada Day,
 - (ii) Natal Day, or
 - (iii) after 6 p.m. and until end of service on New Year's Eve;
- (b) where, in the opinion of Council or the CAO, such a waiver would be beneficial to the Municipality;
- (c) for up to one year for a refugee under the settlement support program; or
- (d) for event volunteers and participants upon application by an event organizer.

(2) The CAO may delegate the authority under subsection 1 of this section to the Director of Halifax Transit.

Low Income Transit Pass Pilot Program

5. A person who meets the eligibility requirements of the Low Income Transit Pass Pilot Program as adopted by Council, by resolution, may apply to the program.

6. Council may, by resolution, set the number of Low Income Transit Passes available under the program.

7. A Low Income Transit Pass shall be provided by the Municipality on a first come, first serve basis.

8. Meeting the eligibility requirements does not guarantee a person will receive a Low Income Transit Pass.

User Charges for Halifax Transit

9. The user charges for Halifax Transit shall be as follows:

| Type of Service | User Charge per person |
|---|-------------------------------|
| Conventional Bus, Ferry and Access-A-Bus | |
| Adult Cash | \$2.50 |
| Student Cash | \$2.50 |
| Senior Cash | \$1.75 |
| Child Cash | \$1.75 |
| 10 Tickets Adult or Student | \$20 |
| 10 Tickets Senior or Child | \$14.50 |
| Adult Monthly Pass | \$78 |
| Adult Monthly Pass for Low Income Transit Pass | \$39 |
| Senior or Child Monthly Pass | \$58 |
| Student Monthly Pass | \$70 |
| Halifax Regional School Board Pass | \$50 |
| UPass 8 month pass | \$145.52 |
| 9 month pass | \$162.89 |
| MetroLink | |

| Type of Service | User Charge per person |
|--|---|
| Adult Cash | \$3.00 |
| Senior or Child Cash | \$2.25 |
| Student Cash | \$3.00 |
| Adult Monthly Pass | \$94.50 |
| Adult Monthly Pass for Low Income Transit Pass | \$47.25 |
| Person with Halifax Transit Ticket, MetroPass, UPass or transfer | \$.50 |
| MetroX | |
| Adult Cash | \$3.50 |
| Senior or Child Cash | \$2.75 |
| Student Cash | \$3.50 |
| Adult Monthly Pass | \$111 |
| Adult Monthly Pass for Low Income Transit Pass | \$55.50 |
| Person with Halifax Transit ticket, MetroPass, UPass or transfer | \$1.00 |
| Person with MetroLink pass or transfer | \$.50 |
| SmartTrip EPass | |
| EPass for Adult | 87.5% of the cost of 12 monthly passes for the corresponding type of Halifax Transit pass |
| EPass for Senior | |
| EPass for MetroLink Adult | |
| EPass for MetroX Adult | |

Schedule 2

SmartTrip Program Membership Fees

1. The user charges for enrollment in the SmartTrip Program shall be as follows:

| Workplace Size (# of Employees) | First Year Fee | Subsequent Annual Fee |
|--|-----------------------|------------------------------|
| 1—20 | \$170 | \$70 |
| 21—50 | \$400 | \$160 |
| 51—100 | \$700 | \$280 |
| 101—200 | \$1,550 | \$600 |
| 201—500 | \$3,000 | \$1,200 |
| 501—1,000 | \$5,200 | \$2,000 |
| 1,001—2,000 | \$8,500 | \$3,200 |
| 2,001 or more | \$10,500 | \$4,000 |

| Workplace Size (# of Employees) | Annual Fee |
|--|-------------------|
| 1 – 100 | \$100 |
| 100+ | \$250 |

Attachment B - Amending By-Law U-101

**HALIFAX REGIONAL MUNICIPALITY
BY-LAW U-101
RESPECTING THE AMENDMENT OF BY-LAW U-100
THE USER CHARGES BY-LAW**

BE IT ENACTED by the Council of Halifax Regional Municipality that By-U-100, the *User Charges By-law*, is amended by striking out the table in Schedule 2 and replacing it with the following table:

| Workplace Size (# of Employees) | Annual Fee |
|--|-------------------|
| 1 – 100 | \$100 |
| 100+ | \$250 |

Attachment C - Incorporating Changes to U-100

**HALIFAX REGIONAL MUNICIPALITY
BY-LAW NUMBER U-100
RESPECTING USER CHARGES**

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2. In this By-law,

(a) "CAO" means the Chief Administrative Officer of Halifax Regional Municipality;

(b) "Council" means the Council of the Municipality;

(c) "Municipality" means the Halifax Regional Municipality; and

(d) "user charge" includes a charge, fare, fee, or levy for the provision of a service to be paid by a person who uses or benefits from the service.

Application of the By-law

3. Council hereby establishes user charges to be paid by the person using the service in the amount as set out in each Schedule to this By-law.

4. Any Schedule to this By-law shall form part of this By-law.

5. The user charges as listed in the Schedules are subject to Federal and Provincial taxes where applicable.

Offences

6. A person who contravenes any provision of this By-law shall be guilty of an offence.

7. A person who contravenes any provision of this By-law is liable on summary conviction to a penalty of not less than one hundred dollars (\$100) and not more than one thousand dollars (\$1,000), in default of payment, to imprisonment for not more than ten days.

Done and passed in Council this 21st day of June, 2016.

Mayor

Municipal Clerk

I, Kevin Arjoon, Municipal Clerk for the Halifax Regional Municipality, hereby certify that the above-noted by-law was passed at a meeting of the Halifax Regional Council held on June 21, 2016.

Kevin Arjoon
Municipal Clerk

Notice of Motion:
First Reading:
Notice of Public Hearing Publication:

May 24, 2016
May 31, 2016
June 4, 2016

Second Reading:
Approval by Service Nova Scotia and Municipal Relations:
Effective Date:

June 21, 2016
N/A
June 25, 2016

Schedule 1

Halifax Transit User Charges

Interpretation

1. In this Schedule,

- (a) “Access-A-Bus” means the Halifax Transit service for persons unable to use conventional transit due to a physical or cognitive disability;
- (b) “adult” means a person between 16 years of age and up to and including 64 years of age;
- (c) “child” means a person between 5 years of age and up to and including 15 years of age;
- (d) “CNIB” means The Canadian National Institute for the Blind;
- (e) “Halifax Transit” means the transit facilities and services provided by the Municipality;
- (f) “Low Income Transit Pass” means a transit pass issued under the Low Income Transit Pass Pilot Program;
- (g) “personal care attendant” means a person issued a Personal Care Attendant Identification Card by Access-A-Bus;
- (h) “proper authority” means any employee of Halifax Transit carrying an identification card issued by Halifax Transit;
- (i) “refugee” means a person identified as a refugee pursuant to the *Immigration and Refugee Protection Act*;
- (j) “registered Access-A-Bus user” means a person eligible to travel on Access-A-Bus as determined through an application process;
- (k) “senior” means a person 65 years of age and over;
- (l) “SmartTrip EPass” means a transit pass issued under the SmartTrip Program;
- (m) “student” means a person who is a full-time student at an educational institution as confirmed by a valid student ID;
- (n) “transfer” means proof of payment in a form prescribed by Halifax Transit that
 - (i) is issued by Halifax Transit when the initial user charge is paid;
 - (ii) allows the person to continuously travel on more than one route, of the same or lesser user charge, without having to pay an additional user charge; and
 - (iii) expires ninety (90) minutes after the last timepoint on the originating route;

(o) "UPass" means a transit pass issued to a student who attends a post-secondary institution that has signed a contract with the Municipality.

Application

2. (1) Subject to section 3, no person shall travel or attempt to travel on Halifax Transit without paying the appropriate user charge as set out in section 9 of this Schedule.

(2) Where the amount of the user charge for passage on Halifax Transit is disputed, the person disputing the amount shall pay the amount requested by a proper authority.

(3) A person who refuses to pay the user charge requested by a proper authority shall be refused passage on Halifax Transit.

3. Notwithstanding subsection 2(1), travel on Halifax Transit shall be free for the following:

- (a) a child under five (5) years of age;
- (b) a senior between 10:00 a.m. and 3:30 p.m. and after 6:00 p.m. until end of service day on Tuesdays;
- (c) a person with a CNIB identification card;
- (d) an employee or retiree of Halifax Transit;
- (e) a Halifax Regional Police officer in uniform;
- (f) a personal care attendant when accompanying a registered Access-A-Bus user;
- (g) a person, and any accompanying family member, who is a veteran or current member of the armed forces and
 - (i) is in uniform, or
 - (ii) who presents an armed forces ID on Remembrance Day; and
- (h) an elementary school student travelling to or from the Beaver Bank Monarch Drive Elementary School on the Route 400.

4. (1) Council, by resolution, or the CAO, may waive any user charge under this Schedule:

- (a) for the following days,
 - (i) Canada Day,
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 - (iii) after 6 p.m. and until end of service on New Year's Eve;
- (b) where, in the opinion of Council or the CAO, such a waiver would be beneficial to the Municipality;
- (c) for up to one year for a refugee under the settlement support program; or
- (d) for event volunteers and participants upon application by an event organizer.

(2) The CAO may delegate the authority under subsection 1 of this section to the Director of Halifax Transit.

Low Income Transit Pass Pilot Program

5. A person who meets the eligibility requirements of the Low Income Transit Pass Pilot Program as adopted by Council, by resolution, may apply to the program.

6. Council may, by resolution, set the number of Low Income Transit Passes available under the program.

7. A Low Income Transit Pass shall be provided by the Municipality on a first come, first serve basis.

8. Meeting the eligibility requirements does not guarantee a person will receive a Low Income Transit Pass.

User Charges for Halifax Transit

9. The uses charges for Halifax Transit shall be as follows:

| Type of Service | User Charge per person |
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| Conventional Bus, Ferry and Access-A-Bus | |
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| Child Cash | \$1.75 |
| 10 Tickets Adult or Student | \$20 |
| 10 Tickets Senior or Child | \$14.50 |
| Adult Monthly Pass | \$78 |
| Adult Monthly Pass for Low Income Transit Pass | \$39 |
| Senior or Child Monthly Pass | \$58 |
| Student Monthly Pass | \$70 |
| Halifax Regional School Board Pass | \$50 |
| UPass 8 month pass | \$145.52 |
| 9 month pass | \$162.89 |
| MetroLink | |

| Type of Service | User Charge per person |
|--|---|
| Adult Cash | \$3.00 |
| Senior or Child Cash | \$2.25 |
| Student Cash | \$3.00 |
| Adult Monthly Pass | \$94.50 |
| Adult Monthly Pass for Low Income Transit Pass | \$47.25 |
| Person with Halifax Transit Ticket, MetroPass, UPass or transfer | \$.50 |
| MetroX | |
| Adult Cash | \$3.50 |
| Senior or Child Cash | \$2.75 |
| Student Cash | \$3.50 |
| Adult Monthly Pass | \$111 |
| Adult Monthly Pass for Low Income Transit Pass | \$55.50 |
| Person with Halifax Transit ticket, MetroPass, UPass or transfer | \$1.00 |
| Person with MetroLink pass or transfer | \$.50 |
| SmartTrip EPass | |
| EPass for Adult | 87.5% of the cost of 12 monthly passes for the corresponding type of Halifax Transit pass |
| EPass for Senior | |
| EPass for MetroLink Adult | |
| EPass for MetroX Adult | |

Schedule 2

SmartTrip Program Membership Fees

1. The user charges for enrollment in the SmartTrip Program shall be as follows:

| Workplace Size (# of Employees) | Annual Fee |
|--|-------------------|
| 1 – 100 | \$100 |
| 100+ | \$250 |



P.O. Box 1749
Halifax, Nova Scotia
B3J 3A5 Canada

Item No. 7.1.4

Transportation Standing Committee
November 13, 2013

TO: Chair and Members of the Transportation Standing Committee

Original signed

SUBMITTED BY:

Jane Fraser, Director, Planning & Infrastructure

DATE: September 25, 2013

SUBJECT: SmartTrip E-Pass Fare Medium and SmartTrip Membership Fee Structure

ORIGIN

Initiation of the HRM SmartTrip Program was recommended to Regional Council by the Transportation Standing Committee at its meeting of June 23, 2011. Regional Council approved the SmartTrip E-Pass – 2012 Pilot Project (item 11.2.1) at its meeting of November 15, 2011. At the July 5, 2011, meeting of Halifax Regional Council, a Memorandum of Understanding (MOU) for the SmartTrip Program was approved and the Manager, Strategic Transportation Planning, was authorized to enter into agreements with businesses wishing to participate in the program. At that time, the Committee requested periodic updates on the program.

LEGISLATIVE AUTHORITY

The Halifax Charter Section 79(o) states that: “The Council may expend money required by the Municipality for public transportation services”

RECOMMENDATION

It is recommended that the Transportation Standing Committee recommend to Regional Council:

1. the approval of the SmartTrip E-Pass as a permanent employer-based annual transit pass fare medium, as described in the Discussion section of this report;
2. to authorize the Director of Metro Transit to enter into Agreements, in accordance with Attachment A of this report, on behalf of Halifax Regional Municipality with employers who agree to participate in the SmartTrip E-Pass Program and that any changes to the template shall be reviewed by Legal Services and approved by the CAO; and
3. allow modification of the SmartTrip membership fee structure to reduce fees following the initial year of membership in accordance with Table 2.

BACKGROUND

HRM's SmartTrip program is an initiative under the Transportation Demand Management Functional Plan designed to encourage the use of sustainable transportation trips to and from work. The program works directly with employers to encourage employees to choose transit, active transportation and carpooling as their commuting options or to reduce the need to commute through flexible work (e.g. telework). The operation of the SmartTrip program is intended to be supported through an annual membership fee charged to the business members. SmartTrip is similar to commuter options programs that exist in municipalities across Canada.

A key program to encourage increased transit use under SmartTrip is the E-Pass. This transit fare medium is an annual transit pass that is offered to employees of participating employers. An Employee Transit Pass was a recommendation of both the Metro Transit Five-year Strategic Operations Plan and the Transportation Demand Management Functional Plan. Regional Council had previously approved a one year pilot project with a limit of 750 passes for 2013.

The E-Pass is offered to employers participating in the SmartTrip program at a bulk purchase rate equivalent to 87.5% of the cost of twelve monthly transit passes (either Conventional or MetroLink). Employers must then subsidize the E-Pass at a rate equivalent to at least 12.5% of the cost of 12 monthly passes. Employees typically pay their share through payroll deduction.

Participating employers also need to have signed an MOU with the SmartTrip program and pay an annual fee to HRM, as described in Table 2.

Four employers participated in the 2013 pilot project. These are: McInnes Cooper, Dalhousie University, Admiral Insurance and the Nova Scotia Utility and Review Board.

DISCUSSION

Pilot Project Results:

During the 2013 pilot phase of the program, 466 E-Passes were sold. A total of 257 of these E-Pass holders completed surveys detailing their commuting habits and transit spending previous to the E-Pass. About one third of the E-Pass holders were previously part-time, occasional or non-users of transit. This attraction of new and part-time transit users demonstrated the travel behaviour change impact of the program and ensured that the program was at least revenue neutral for HRM.

Reaction from employers and employees has been universally positive. Employers were motivated to join the program for the following reasons:

- provide a benefit for their employees;
- contribute to employer objectives to promote environmental sustainability; and
- mitigate parking constraints.

Employees report being motivated to participate in order to save money and, in particular, for the convenience of payroll deduction and not having to buy monthly passes.

All of the current employers have expressed their interest in continuing into 2014 and two other employers have expressed interest in starting in 2014. Additionally, there are two major employers (over 1,000 employees) who will access their ability to offer the E-Pass with a view to beginning implementation in 2015.

Complementary measures were implemented to incent E-Pass sales. These included:

- Dalhousie University offered reimbursements on parking passes when these were “traded in” for an E-Pass;
- CarShare Halifax offered a special membership rate for E-Pass holders; and
- Other SmartTrip programs such as the Guaranteed Ride Home Program were in place at participating employers.

Proposed E-Pass Terms and Fare Structure as a Permanent Fare Medium:

It is proposed that, starting in 2014, an unlimited number of E-Passes would be made available for sale and the E-Pass would be a permanent fare medium. Participating employers have to be members of the SmartTrip program and have signed a SmartTrip MOU. E-Passes would be sold as per the calendar year and would only be permitted to join the program in January of each year. Employers implementing the E-Pass would have to sign the attached agreement with HRM, which details the full terms of the program.

HRM would make each E-Pass available to participating employers at a rate equivalent to 87.5% of 12 monthly Conventional MetroPasses, 12 Monthly MetroLink Passes or 12 monthly MetroX passes. This amount reflects a bulk purchase rate. The MetroX Pass was not part of the pilot program but is proposed as part of the permanent E-Pass fare medium.

Employers are required to cover an amount equivalent to at least 12.5% of 12 monthly passes (Conventional, MetroLink or MetroX). Employers may cover more than 12.5%.

Employees of participating employers would cover an amount equivalent to up to 75% of 12 monthly passes (Conventional, MetroLink or MetroX). The employer can opt to have employees pay via payroll deduction.

If the E-Pass is approved as a permanent fare medium, HRM will market the program widely to our network of employers. A larger marketing and outreach effort will be made to expand the program for the 2015 calendar year.

Under the Metro Transit fare structure that came into effect on September 30, 2013, the cost of E-Passes would be as per Table 1.

Table 1: Proposed E-Pass Fare Structure

| E-Pass Type | HRM E-Pass Annual Rate | Minimum Annual Employer Contribution per E-Pass | Maximum Annual Employee Contribution |
|----------------------------------|-------------------------------|--|---|
| Conventional | \$819.00 | \$117.00 | \$702.00 |
| Conventional Child/Senior | \$609.00 | \$87.00 | \$522.00 |
| MetroLink | \$992.25 | \$141.75 | \$850.50 |
| MetroX | \$1,165.50 | \$166.50 | \$999.00 |

SmartTrip Membership Fee Structure:

During the pilot year of operating the SmartTrip E-Pass program, it became evident through discussion with member partners that the value of the program delivered during the first year of membership could not be sustained over subsequent years. Continued participation of businesses in the SmartTrip program can be achieved only through a reduced membership rate in subsequent years. The high value of the program in the first year is related to devices, materials and programs provided at no cost by the program, including:

- start-up workplace travel survey;
- preferential carpool parking signs;
- bike safety and effectiveness training; and
- start-up promotional and educational material.

The % change in our subsequent annual fees was based on two factors:

- our perception of the market value of our services after year one; and
- the business case that we have developed to cover SmartTrip program costs.

Table 2: Proposed SmartTrip Membership Fees:

| Workplace Size (# Employees) | First-Year Fee | Subsequent Annual Fee | Subsequent-Year Fee as Pct of First-Year Fee |
|-------------------------------------|-----------------------|------------------------------|---|
| 1-20 | \$170 | \$70 | 41% |
| 21-50 | \$400 | \$160 | 40% |
| 51-100 | \$700 | \$280 | 40% |
| 101-200 | \$1,550 | \$600 | 39% |
| 201-500 | \$3,000 | \$1,200 | 40% |
| 501-1,000 | \$5,200 | \$2,000 | 38% |
| 1,001-2,000 | \$8,500 | \$3,200 | 38% |
| 2,001 or more | \$10,500 | \$4,000 | 38% |

FINANCIAL IMPLICATIONS

E-Pass Terms and Fare Structure as a Permanent Fare Medium:

A survey was completed by 257 of the 466 participants enrolled in the 2013 SmartTrip E-Pass pilot program. Based on the results of the survey (Table 3), a revenue gain is generated by the program. This additional revenue is generated through shifting part-time, occasional and non-transit users to purchasing the E-Pass.

Table 3: Revenue Impact From Survey of E-Pass Purchasers

| Transit use before E-Pass | Respondents | Total Revenue Before E-Pass | Total Revenue E-Pass | Impact to HRM Revenue |
|--|--------------------|------------------------------------|-----------------------------|------------------------------|
| Previous full-time transit users | 189 | \$147,488 | \$138,915 | (-\$8,574) |
| Previous part-time transit users | 50 | \$18,279 | \$36,750 | \$18,471 |
| Previous occasional and non-transit users | 18 | \$1,520 | \$13,230 | \$11,710 |
| Total | 257 | \$167,287 | \$188,895 | \$21,607 |

Even if the balance of E-Pass purchasers (an additional 209 not surveyed) were all previously full-time transit users, the program would still generate a small increase in revenue. If it is assumed that these 209 E-Pass holders who were not surveyed have the same change in transit expenditures as those surveyed, then the total impact to HRM revenue of all E-Pass sales would be an increase of approximately \$39,000. Regardless of the exact impact on revenue, it is clear that the E-Pass is attaining its goal to be at least revenue neutral.

Within the 2013/14 budget process, Council approved a transit fare increase. This increase will be applied to the cost of the E-Pass as described in the Discussion section above.

HRM would continue to monitor the modal shift and revenue impact of the E-Pass. Total revenue from E-Pass sales in 2013 will be approximately \$350,000.

SmartTrip Membership Fee Structure:

For sustained self-sufficiency, the SmartTrip Program will require approximately \$30,000 per year from program membership. Attachment “B”, “SmartTrip Membership Fee Revenue Scenario”, outlines how the proposed fee structure can achieve this revenue by adding about five new business members per year.

COMMUNITY ENGAGEMENT

No formal community engagement has taken place. Regular informal communications with participating employers and employees on the program have been universally favourable. An evaluation of the overall SmartTrip program, including an impact survey, will be planned in 2014 and implemented in 2015.

ENVIRONMENTAL IMPLICATIONS

About one third of E-Pass holders in the pilot phase of the program either increased their transit use or switched completely to transit for their commute to and from work (previously they traveled alone or as passengers in motor vehicles). This results in reduced greenhouse gas emissions and other pollutants.

ALTERNATIVES

The committee may choose to not make this fare offering permanent and end the initiative. This would likely hinder the success of the overall SmartTrip program as transit is considered the key modal shift opportunity and the E-Pass is a key motivator for employers to become involved in the SmartTrip Program.

The committee may choose to extend the pilot for one more year with a limited number of passes available. This is not recommended because the fare offering has already demonstrated that it has achieved its objectives and is supporting HRM TDM and transit functional plans.

ATTACHMENTS

Attachment A: SmartTrip E-Pass Template Agreement with Employers
Attachment B: SmartTrip Membership Fee Scenario

**SmartTrip E-Pass Fare Medium and
Membership Fee Structure
Transportation Standing Committee Report**

- 7 -

November 13, 2013

A copy of this report can be obtained online at <http://www.halifax.ca/commcoun/cc.html> then choose the appropriate Community Council and meeting date, or by contacting the Office of the Municipal Clerk at 490-4210, or Fax 490-4208.

Report Prepared by: David MacIsaac, Transportation Demand Management Program Supervisor, 490-1665

Original signed

Report Approved by: Austin French, Manager Planning, 490-6717

Original signed

Report Approved by: Eddie Robar, Director, Metro Transit, 490-6720

Original signed

Financial Approval by: Greg Keefe, Director of Finance & ICT/CFO, 490-6308

THIS AGREEMENT dated as of _____.

BETWEEN:

The Halifax Regional Municipality, a body corporate,
incorporated pursuant to the laws of the Province of Nova
Scotia, (“HRM”)

- and -

xxxxxxx (hereinafter referred to as “Employer”)

WHEREAS on July 5, 2011, the Council passed a motion to authorize the Manager, Strategic Transportation Planning to enter into a Memorandum of Understanding on behalf of HRM with businesses who agree to participate in the SmartTrip program;

AND WHEREAS on xxxx, 2013, the Council passed a motion to approve the SmartTrip EPass program and authorized the Director of Metro Transit to enter into Agreements, on behalf of HRM, with employers who agree to participate in the SmartTrip EPass program;

AND WHEREAS the Employer has executed a Memorandum of Understanding to participate in the SmartTrip program and wants to participate in the SmartTrip EPass program;

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, it is hereby agreed as follows:

Definitions

1. In this agreement:

- (a) “Access-A-Bus Service” means the door to door bus service for registered users who are unable to use conventional fixed route transit services;
- (b) “Conventional Transit Pass” means the monthly fare set, from time to time, by the HRM for Conventional Transit Service;
- (c) “Conventional Transit Service” means the fixed route bus service (excluding the MetroLink Service and MetroX Service) and the Alderney and Woodside ferries;
- (d) “Council” means the Regional Council of the HRM;

Attachment A

- (e) “Eligible Employees” means full time or part time employees of the Employer, or employees on fixed term contracts, but excludes any other form of employment with the Employer including casual employees, independent contractors, and retirees;
- (f) “MetroLink Pass” means the monthly fare set, from time to time, by HRM for the MetroLink Service;
- (g) “MetroLink Service” means the bus service provided by HRM under the MetroLink banner;
- (h) “MetroX Pass” means the monthly fare set, from time to time, by HRM for the MetroX Service;
- (i) “MetroX Service” means the bus service provided by HRM under the MetroX banner;
- (j) “Participating Employees” means the Participating Employees of the Employer who enroll in the SmartTrip EPass program;
- (k) “SmartTrip EPass” means the discounted transit pass purchased by Participating Employees of the Employer; and
- (l) “Transit Service” means Conventional Transit Service, MetroLink Service, and MetroX Service.

Passes Generally

- 2. The parties agree that:
 - (a) subject to the terms of this agreement, a SmartTrip EPass is available to Eligible Employees; and
 - (b) there are three types of SmartTrip EPasses: a Conventional SmartTrip EPass (Adult and Child/Senior options); a MetroLink SmartTrip EPass (Adult option only); and a MetroX SmartTrip EPass (Adult option only).

Term of Agreement

- 3. The parties agree:
 - (a) the term of this agreement is for 12 months commencing January 1, xxxx, and terminating at 11:59 pm on December 31, xxxx; and
 - (b) this agreement shall automatically renew for additional one year terms unless notice of intent not to renew or notice of termination is provided in writing by either party to the other at least sixty (60) days prior to the end of the then current term or

renewal term.

Employer Arrangements with Participating Employees

4. The Employer agrees to create, amend and otherwise implement any documents, contracts or policies relating to its Participating Employees necessary to comply with the Employer's obligations under this agreement.

SmartTrip EPass Appearance

5. The parties agree HRM will determine, at its sole discretion, the form and appearance of the SmartTrip EPass and that each SmartTrip EPass shall contain a photo of the Participating Employee.

Photographs

6. HRM agrees that the taking of the ID photographs and production of the SmartTrip EPass will be at HRM's expense.

7. The Employer agrees to allow HRM, at times agreeable to by both parties, to use and enter space made available by the Employer to HRM for the purpose of taking the ID photographs.

8. The Employer agrees to make every reasonable accommodation to HRM for the purposes of taking photographs for SmartTrip EPasses including scheduling time off for its Participating Employees during regular business hours.

Issuance of SmartTrip EPass

9. HRM agrees to issue the completed SmartTrip EPasses to the Employer.

10. The Employer agrees to issue a SmartTrip EPass to each Participating Employee within fifteen (15) calendar days of receiving the SmartTrip EPass from HRM.

11. The Employer agrees that all unused, unissued or expired SmartTrip EPasses must be returned to HRM.

12. The parties agree that:

(1) A SmartTrip EPass is only valid:

- a) during the calendar year in which it is issued; and
- b) during any subsequent year if affixed with a renewal sticker issued by HRM.

(2) HRM shall provide the Employer with one renewal sticker for each Participating Employee that remains enrolled in the SmartTrip Epass program in any subsequent year.

- (3) The Employer shall be responsible for affixing such stickers to the SmartTrip Epasses of the Participating Employees who remain enrolled in the SmartTrip Epass program.
- (4) HRM shall be under no obligation to provide more than one sticker for each Participating Employee that remains enrolled in the SmartTrip Epass program.
- (5) Lost, stolen or damaged stickers shall be treated the same as lost, stolen or damaged SmartTrip Epasses, as per the terms of this Agreement.

Entitlement of Use of SmartTrip EPasses

13. The parties agree that every SmartTrip EPass is subject to the policies and guidelines of HRM, as amended from time to time.

14. The parties agree:

- (1) A Conventional SmartTrip EPass permits the Participating Employee unlimited travel on the Conventional Transit Service and Access-A-Bus Service (for registered Access-A-Bus users only).
- (2) Participating Employees who hold a Conventional SmartTrip EPass must pay an additional fare, as set by the HRM from time to time, to travel on the MetroX Service or MetroLink Service.

15. The parties agree:

- (1) A MetroLink SmartTrip EPass permits the Participating Employee unlimited travel on the MetroLink Service, Conventional Transit Service, and Access-A-Bus Service (for registered Access-A-Bus users only).
- (2) Participating Employees who hold a MetroLink SmartTrip EPass must pay an additional fee, as set by the HRM from time to time, to travel on the MetroX Service.

16. The parties agree:

- (1) A MetroX SmartTrip EPass permits the Participating Employee unlimited travel on the MetroX Service, MetroLink Service, Conventional Transit Service, and Access-A-Bus Service (for registered Access-A-Bus users only).

17. The parties agree that:

- (1) only the Participating Employee, whose picture and name appear on the SmartTrip EPass, may use the SmartTrip EPass; and
- (2) each time a Participating Employee uses a Transit Service, he or she must produce

the SmartTrip EPass.

Transfer or Assignment of EPass/Verifying Identity of Users

18. The parties agree that a SmartTrip EPass cannot be assigned or transferred to another person.
19. The Employer acknowledges that HRM reserves the right to:
 - (a) check the validity of a SmartTrip EPass and to verify the identity of the SmartTrip EPass user; and
 - (b) deny the use of the SmartTrip EPass based on the policies of HRM, as amended from time to time.

Breaching Terms of Use

20. The parties agree the use of the SmartTrip EPass is subject to the policies and rules, including rules concerning fare abuse, as set out by HRM from time to time.
21. The parties agree that Participating Employees who breach any condition of the use of the SmartTrip EPass may have their SmartTrip EPass privileges revoked immediately, without notice and without rebate, and their SmartTrip EPass confiscated.
22. HRM agrees to notify the Employer of any confiscated SmartTrip EPass and provide an explanation of the circumstances of the misuse.

HRM Incentive

23. HRM agrees to make SmartTrip EPasses available to the Employer at a discount of 12.5% on the cost of twelve (12) monthly Conventional Transit Passes, MetroLink Passes and MetroX Passes, respectively (“HRM Incentive”).

Fees Payable to HRM

24. The Employer agrees to pay HRM the monthly SmartTrip EPass fee per Participating Employee on or before the 15th day of the month following the use of the SmartTrip EPass, or the previous business day where the 15th day of the month is a Saturday, Sunday or holiday.
25. The parties agree that where the amount set by Council for a Conventional Transit Pass, MetroLink Pass and/or MetroX Pass is increased, the monthly cost of the SmartTrip EPass shall be increased accordingly, and the Employer agrees to pay such increased amount to HRM.

Employer Incentive

26. The Employer agrees to at least match the HRM Incentive (“Employer Incentive”).

Payroll Deduction

27. The Employer may recover all or a portion of the remaining monthly SmartTrip EPass fees from Participating Employees, via payroll deduction or otherwise.

28. The failure of the Employer to fully recover any remaining fees from any Participating Employee(s) shall not relieve the Employer of its obligation to pay HRM the full amount for all SmartTrip EPasses issued to Participating employees in any given month.

Breakdown of Current Fee Structure

29. As of September 30, 2013 the SmartTrip EPass fee breakdown is as follows:

| Type of Pass | Standard HRM Transit Pass Fees | HRM SmartTrip EPass Discount (12.5%) | Amount Payable by Employer to HRM | Minimum Employer Contribution per SmartTrip EPass | Maximum Contribution per Participating Employee |
|---------------------------------------|-----------------------------------|--------------------------------------|-----------------------------------|---|---|
| Conventional (adult) | \$78.00/month \$936.00/year | \$9.75/month \$117.00/year | \$68.25/month \$819.00/year | \$9.75/month \$117.00/year | \$58.50/month \$702.00/year |
| Conventional (child/senior) | \$58.00/month \$696.00/year | \$7.25/month \$87.00/year | \$50.75/month \$609.00/year | \$7.25/month \$87.00/year | \$43.50/month \$522.00/year |
| MetroLink (adult) | \$94.50/month \$1,134.00/year | \$11.81/month \$141.75/year | \$82.69/month \$992.25/year | \$11.81/month \$141.75/year | \$70.83/month \$850.00/year |
| MetroX (adult) | \$111.00/month \$1,332.00/year | \$13.87/month \$166.44/year | \$97.13/month \$1,165.56/year | \$13.87/month \$166.44/year | \$83.26/month \$999.12/year |

Interest

30. The parties agree that HRM may, at HRM’s sole discretion, charge interest on any outstanding principle balance at a rate of 4% per annum above the HRM banker’s commercial prime rate if the payments are over 30 days late.

Monthly Statement

31. The Employer agrees to provide HRM with a monthly statement showing the current number of Participating Employees and detailing any additions or deletions to the number of Participating Employees vis-à-vis the previous month.

Interruption of Service

32. The Employer agrees that HRM is not liable for any disruption or interruption in Transit Services.

33. The Employer agrees:

- (a) HRM is not obligated to reimburse the Employer or Participating Employees for any disruption or interruption in Transit Services; and
- (b) where Transit Service is interrupted or disrupted for a period of (5) five consecutive calendar days, HRM may, at its sole discretion, authorize the Employer to reduce a portion of the applicable SmartTrip EPass fees from the next schedule payment for the period of interruption or disruption.

Fee Non Refundable

34. The parties agree that the SmartTrip EPass fees paid to HRM are not refundable.

Opting out of the SmartTrip EPass

35. Participating Employees are required to remain enrolled in the SmartTrip EPass program for the duration of the calendar year in which they enroll in the program.

36. Each Participating Employee's enrollment in the SmartTrip EPass program shall be automatically renewed for subsequent calendar years unless the Employer or the Participating Employee (via the Employer) provides written notice to HRM, prior to November 1st, of the intent not to renew the Participating Employee's enrollment in the program for the upcoming calendar year.

37. The parties agree that Participating Employees may only discontinue their SmartTrip EPass during a calendar year where the use of the SmartTrip EPass is no longer feasible because of:

- (a) a change in employment status where the employee is no longer an Eligible Employee including where the employee retires;
- (b) the commencement of maternity leave or paternity leave;
- (c) the commencement of leave due to illness where the Participating Employee is receiving benefits under a long-term disability plan or benefits from the Worker's Compensation Board; or
- (d) any other reason acceptable to HRM in its sole discretion.

38. The parties agree a SmartTrip EPass is not discontinued until the Participating Employee returns the SmartTrip EPass to the Employer.

39. The Employer agrees that where an Participating Employee discontinues their SmartTrip EPass, the Employer must:

- (a) collect the SmartTrip EPass from the Participating Employee; and
- (b) return the SmartTrip EPass to HRM.

Termination

40. The parties agree that either party may terminate this agreement on sixty (60) days' written notice to the other party.

Employer's default

41. (1) If any money owed to the HRM by the Employer under this agreement is not paid by 5:00 pm of the 15th day of the month in which the money is due, or the next business day where the 15th of the month is Saturday, Sunday or a holiday, HRM may:

- (a) terminate this agreement, in writing, with three (3) calendar days' notice; and
 - (b) cancel and confiscate any SmartTrip EPass issued to the Participating Employees.
- (2) Any termination or cancellation is at HRM's sole discretion.
- (3) Any delay by HRM in terminating this agreement is not a waiver of any rights the HRM has under this provision, agreement, or at law.

Lost or Stolen SmartTrip EPass

42. The parties agree that HRM is not responsible for a lost, stolen or damaged SmartTrip EPass.

43. The parties agree that any lost, stolen or damaged SmartTrip EPass is subject to a replacement fee of \$25 payable to HRM by the Employer. The Employer may seek recovery of all or part of this fee from the Participating Employee at issue.

44. HRM shall not issue a replacement SmartTrip EPass until the replacement fee is paid.

45. (1) The Employer agrees to provide HRM with a list of all the names of all Participating Employees whose SmartTrip EPasses are lost, stolen or damaged.

- (2) The list must be submitted to HRM on the first business day of each month.

Surveys

46. The Employer agrees that HRM may provide the Employer with surveys to distribute to Eligible Employees and Participating Employees.

47.

- (1) The Employer agrees to distribute the surveys to the Eligible Employees and Participating Employees within fifteen (15) calendar days from the day the Employer receives the surveys from HRM.
- (2) The Employer agrees to provide a letter with the survey encouraging Eligible Employees and Participating Employees to complete the survey and return the completed survey to the Employer within fifteen (15) calendar days from the day the Employer receives the surveys from HRM.
- (3) The Employer agrees to collect all the completed surveys and forward them to HRM within thirty-five (35) calendar days from the day the Employer received the surveys from HRM.

48. HRM agrees to be responsible for the cost of producing the surveys and for the cost of providing the surveys to the Employer.

49. The Employer agrees to be responsible for any cost relating to: (a) the distributing of the surveys to its Eligible Employees and Participating Employees, (b) the collection of the surveys from Eligible Employees and Participating Employees, and (c) returning the surveys to HRM.

Dispute resolution

50. In the event of any dispute between the parties concerning any matter relating to this agreement, the parties agree that such dispute will be resolved in accordance with the following procedure:

- (a) The Director, Metro Transit or his designate, and the Employer will meet in person or via teleconference within ten (10) calendar days of either party serving notice on the other of a dispute;
- (b) If the parties are unable to resolve the dispute, either party may serve notice of mediation on the other;
- (c) Within thirty (30) calendar days of delivery of the notice of mediation, HRM and the Employer will appoint a mediator acceptable to both of them;
- (d) If the mediator is unable to resolve the dispute within thirty (30) calendar days after his or her appointment, or within such further period agreed to by both parties, the mediator must terminate the mediation by giving written notice to both parties;
- (e) If a dispute cannot be resolved by mediation pursuant to paragraph (d), the parties agree to proceed to an arbitration before a single arbitrator in Halifax, in accordance with the *Commercial Arbitration Act* (Nova Scotia); and
- (f) All costs incurred for mediation or arbitration under this section shall be shared

equally by the parties but the parties shall be responsible for their own legal fees and disbursements, expert fees, travel and accommodation and other similar expenses associated with the mediation or the arbitration.

Protection of Privacy

51. The Employer acknowledges any information obtained by the HRM is subject to Part XX (Freedom of Information and Protection of Privacy) of the Municipal Governments Act, SNS 1998 c. 18, as amended.

52. The Employer acknowledges and consents to the HRM:

- (1) hiring a third party for the production of an SmartTrip EPass and for any other matter the HRM determines, in its sole discretion, for the purposes of the SmartTrip EPass program, and
- (2) to the third party collecting and receiving any personal information that HRM considers, in its sole discretion, is necessary for the SmartTrip EPass program.

53. HRM agrees that any third party hired will be required to enter a confidentiality agreement with HRM in a form acceptable, in its sole discretion, to the HRM.

54. The Employer agrees it has complied and will continue to comply with all the privacy laws that may be applicable due to this agreement, including obtaining any necessary consents from Eligible Employees and/or Participating Employees which may be required.

General

55. The parties agree that any headers in this agreement are for reference purposes only and are not to be used to interpret any part of this agreement.

56. The parties agree this agreement constitutes the entire agreement between them with respect to all matters herein, and except as herein provided, no subsequent alteration, amendment, change, or addition to this agreement shall be binding on the parties unless reduced in writing and executed by both parties.

57. The parties agree this agreement and everything else herein contained, including all schedules, will enure to the benefit of and be binding upon the parties hereto and each of their respective successors, heirs and permitted assigns.

58. The parties agree that if a term, covenant or condition of this agreement, or the application thereof to any person or circumstances is held to any extent to be invalid or unenforceable, the remainder of this agreement, the application of the term, covenant or condition to persons or circumstances other than those as to which is held invalid or unenforceable will not be affected and will remain in full force and effect.

Attachment A

59. The parties agree that nothing contained in this agreement shall be considered to constitute a joint venture, agency, partnership, or trust relationship between the parties.

60. The parties agree that this agreement shall be construed and governed by the laws of the Province of Nova Scotia.

61. The parties agree that:

- (a) Any notice required to be given under this agreement must be in writing
- (b) Notice is deemed to have been made on the day upon which such notice is hand delivered or faxed, or if mailed, then on the third business date following the date of mailing; and
- (c) Notice will be delivered to:

Employer

HRM

David McCusker
PO Box 1749
Halifax, NS
B3J 3A5
Phone: 902-490-6696
mccuskd@halifax.ca

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the _____ day of _____, 20__.

) **PER EMPLOYER**

)

)

Witness

)

) _____
) Signature (I have authority to bind the employer)

)

)

) _____
) Print Name & Position held

)

)

)

Witness

) _____
) Signature (I have authority to bind the employer)

)

)

) _____
) Print Name & Position held

)

)

) **PER HALIFAX REGIONAL MUNICIPALITY**

)

)

)

Witness

) _____
) Eddie Robar

) Director, Metro Transit

Attachment B: SmartTrip Membership Fee Scenario

| Membership Year | Workplace Size (empl) | Annual Fee | Number of Workplaces | | |
|----------------------------|-----------------------|------------|----------------------|----------|----------|
| | | | 2013-14 | 2014-15 | 2015-16 |
| First Year | 1-20 | \$170 | 1 | 1 | 1 |
| | 21-50 | \$400 | 1 | | 1 |
| | 51-100 | \$700 | | 1 | |
| | 101-200 | \$1550 | 1 | | 1 |
| | 201-500 | \$3000 | 1 | 1 | 1 |
| | 501-1000 | \$5200 | 1 | | |
| | 1001-2000 | \$8500 | | 1 | 1 |
| | 2001+ | \$10500 | 1 | 1 | |
| Second Year and beyond | 1-20 | \$70 | | 1 | 2 |
| | 21-50 | \$160 | | 1 | 1 |
| | 51-100 | \$280 | | | 1 |
| | 101-200 | \$600 | | 1 | 1 |
| | 201-500 | \$1200 | | 1 | 2 |
| | 501-1000 | \$2000 | | 1 | 1 |
| | 1001-2000 | \$3200 | | | 1 |
| | 2001+ | \$4000 | | 1 | 2 |
| TOTAL FEES PER BUDGET YEAR | | | \$20,820 | \$30,900 | \$30,400 |

Attachment E - Showing Proposed Changes to the EPass Memorandum of Understanding

THIS AGREEMENT dated as of _____.

BETWEEN:

The Halifax Regional Municipality, a body corporate, incorporated pursuant to the laws of the Province of Nova Scotia, (“HRM”)

- and -

xxxxxxx (hereinafter referred to as “Employer”)

WHEREAS on July 5, 2011, the Council passed a motion to authorize the Manager, Strategic Transportation Planning to enter into a Memorandum of Understanding on behalf of HRM with businesses who agree to participate in the SmartTrip program;

AND WHEREAS on December 3, 2013, the Council passed a motion to approve the SmartTrip EPass program and authorized the Director of Metro Transit to enter into Agreements, on behalf of HRM, with employers who agree to participate in the SmartTrip EPass program;

AND WHEREAS the Employer has executed a Memorandum of Understanding to participate in the SmartTrip program and wants to participate in the SmartTrip EPass program;

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, it is hereby agreed as follows:

Definitions

1. In this agreement:

- (a) “Access-A-Bus Service” means the door to door bus service for registered users who are unable to use conventional fixed route transit services;
- (b) “Conventional Transit Pass” means the monthly fare set, from time to time, by the HRM for Conventional Transit Service;
- (c) “Conventional Transit Service” means the fixed route bus service (excluding the MetroLink Service and MetroX Service) and the Alderney and Woodside ferries;
- (d) “Council” means the Regional Council of the HRM;

- (e) “Eligible Employees” means full time or part time employees of the Employer, or employees on fixed term contracts, but excludes any other form of employment with the Employer including casual employees, independent contractors, and retirees;
- (f) “MetroLink Pass” means the monthly fare set, from time to time, by HRM for the MetroLink Service;
- (g) “MetroLink Service” means the bus service provided by HRM under the MetroLink banner;
- (h) “MetroX Pass” means the monthly fare set, from time to time, by HRM for the MetroX Service;
- (i) “MetroX Service” means the bus service provided by HRM under the MetroX banner;
- (j) “Participating Employees” means the Participating Employees of the Employer who enroll in the SmartTrip EPass program;
- (k) “SmartTrip EPass” means the discounted transit pass purchased by Participating Employees of the Employer; and
- (l) “Transit Service” means Conventional Transit Service, MetroLink Service, and MetroX Service.

Passes Generally

- 2. The parties agree that:
 - (a) subject to the terms of this agreement, a SmartTrip EPass is available to Eligible Employees; and
 - (b) there are three types of SmartTrip EPasses: a Conventional SmartTrip EPass (Adult and Child/Senior options); a MetroLink SmartTrip EPass (Adult option only); and a MetroX SmartTrip EPass (Adult option only).

Term of Agreement

- 3. The parties agree:
 - (a) the term of this agreement shall commence on [xxxx date], and shall terminate at 11:59 pm on ~~December 31~~, [xxxx year date] [note: initial term not to exceed 12 months]; and
 - (b) this agreement shall automatically renew for additional one year terms unless notice of intent not to renew or notice of termination is provided in writing by either party

to the other at least sixty (60) days prior to the end of the then current term or renewal term.

Employer Arrangements with Participating Employees

4. The Employer agrees to create, amend and otherwise implement any documents, contracts or policies relating to its Participating Employees necessary to comply with the Employer's obligations under this agreement.

SmartTrip EPass Appearance

5. The parties agree HRM will determine, at its sole discretion, the form and appearance of the SmartTrip EPass and that each SmartTrip EPass shall contain a photo of the Participating Employee.

Photographs

6. HRM agrees that the taking of the ID photographs and production of the SmartTrip EPass will be at HRM's expense.

7. The Employer agrees to allow HRM, at times agreeable to by both parties, to use and enter space made available by the Employer to HRM for the purpose of taking the ID photographs.

8. The Employer agrees to make every reasonable accommodation to HRM for the purposes of taking photographs for SmartTrip EPASSES including scheduling time off for its Participating Employees during regular business hours.

Issuance of SmartTrip EPass

9. HRM agrees to issue the completed SmartTrip EPASSES to the Employer.

10. The Employer agrees to issue a SmartTrip EPass to each Participating Employee within fifteen (15) calendar days of receiving the SmartTrip EPass from HRM.

11. The Employer agrees that all unused, unissued or expired SmartTrip EPASSES must be returned to HRM.

12. The parties agree that:

(1) A SmartTrip EPass is only valid:

- a) during the ~~calendar year~~ **12 month period for** in which it is issued; and
- b) during any subsequent **12 month period** if affixed with a renewal sticker issued by HRM.

(2) HRM shall provide the Employer with one renewal sticker for each Participating

Employee that remains enrolled in the SmartTrip Epass program in any subsequent **12 month period**.

- (3) The Employer shall be responsible for affixing such stickers to the SmartTrip Epasses of the Participating Employees who remain enrolled in the SmartTrip Epass program.
- (4) HRM shall be under no obligation to provide more than one sticker for each Participating Employee that remains enrolled in the SmartTrip Epass program.
- (5) Lost, stolen or damaged stickers shall be treated the same as lost, stolen or damaged SmartTrip Epasses, as per the terms of this Agreement.

Entitlement of Use of SmartTrip EPasses

13. The parties agree that every SmartTrip EPass is subject to the policies and guidelines of HRM, as amended from time to time.

14. The parties agree:

- (1) A Conventional SmartTrip EPass permits the Participating Employee unlimited travel on the Conventional Transit Service and Access-A-Bus Service (for registered Access-A-Bus users only).
- (2) Participating Employees who hold a Conventional SmartTrip EPass must pay an additional fare, as set by the HRM from time to time, to travel on the MetroX Service or MetroLink Service.

15. The parties agree:

- (1) A MetroLink SmartTrip EPass permits the Participating Employee unlimited travel on the MetroLink Service, Conventional Transit Service, and Access-A-Bus Service (for registered Access-A-Bus users only).
- (2) Participating Employees who hold a MetroLink SmartTrip EPass must pay an additional fee, as set by the HRM from time to time, to travel on the MetroX Service.

16. The parties agree:

- (1) A MetroX SmartTrip EPass permits the Participating Employee unlimited travel on the MetroX Service, MetroLink Service, Conventional Transit Service, and Access-A-Bus Service (for registered Access-A-Bus users only).

17. The parties agree that:

- (1) only the Participating Employee, whose picture and name appear on the SmartTrip EPass, may use the SmartTrip EPass; and

- (2) each time a Participating Employee uses a Transit Service, he or she must produce the SmartTrip EPass.

Transfer or Assignment of EPass/Verifying Identity of Users

18. The parties agree that a SmartTrip EPass cannot be assigned or transferred to another person.
19. The Employer acknowledges that HRM reserves the right to:
 - (a) check the validity of a SmartTrip EPass and to verify the identity of the SmartTrip EPass user; and
 - (b) deny the use of the SmartTrip EPass based on the policies of HRM, as amended from time to time.

Breaching Terms of Use

20. The parties agree the use of the SmartTrip EPass is subject to the policies and rules, including rules concerning fare abuse, as set out by HRM from time to time.
21. The parties agree that Participating Employees who breach any condition of the use of the SmartTrip EPass may have their SmartTrip EPass privileges revoked immediately, without notice and without rebate, and their SmartTrip EPass confiscated.
22. HRM agrees to notify the Employer of any confiscated SmartTrip EPass and provide an explanation of the circumstances of the misuse.

HRM Incentive

23. HRM agrees to make SmartTrip EPasses available to the Employer at a discount of 12.5% on the cost of twelve (12) monthly Conventional Transit Passes, MetroLink Passes and MetroX Passes, respectively (“HRM Incentive”).

Fees Payable to HRM

24. The Employer agrees to pay HRM the monthly SmartTrip EPass fee per Participating Employee on or before the 15th day of the month following the use of the SmartTrip EPass, or the previous business day where the 15th day of the month is a Saturday, Sunday or holiday.
25. The parties agree that where the amount set by Council for a Conventional Transit Pass, MetroLink Pass and/or MetroX Pass is increased, the monthly cost of the SmartTrip EPass shall be increased accordingly, and the Employer agrees to pay such increased amount to HRM.

Employer Incentive

26. The Employer agrees to at least match the HRM Incentive (“Employer Incentive”).

Payroll Deduction

27. The Employer may recover all or a portion of the remaining monthly SmartTrip EPass fees from Participating Employees, via payroll deduction or otherwise.

28. The failure of the Employer to fully recover any remaining fees from any Participating Employee(s) shall not relieve the Employer of its obligation to pay HRM the full amount for all SmartTrip EPasses issued to Participating employees in any given month.

Breakdown of Current Fee Structure

29. As of September 30, 2013 the SmartTrip EPass fee breakdown is as follows:

| Type of Pass | Standard HRM Transit Pass Fees | HRM SmartTrip EPass Discount (12.5%) | Amount Payable by Employer to HRM | Minimum Employer Contribution per SmartTrip EPass | Maximum Contribution per Participating Employee |
|---------------------------------------|-----------------------------------|--------------------------------------|-----------------------------------|---|---|
| Conventional (adult) | \$78.00/month \$936.00/year | \$9.75/month \$117.00/year | \$68.25/month \$819.00/year | \$9.75/month \$117.00/year | \$58.50/month \$702.00/year |
| Conventional (child/senior) | \$58.00/month \$696.00/year | \$7.25/month \$87.00/year | \$50.75/month \$609.00/year | \$7.25/month \$87.00/year | \$43.50/month \$522.00/year |
| MetroLink (adult) | \$94.50/month \$1,134.00/year | \$11.81/month \$141.75/year | \$82.69/month \$992.25/year | \$11.81/month \$141.75/year | \$70.83/month \$850.00/year |
| MetroX (adult) | \$111.00/month \$1,332.00/year | \$13.87/month \$166.44/year | \$97.13/month \$1,165.56/year | \$13.87/month \$166.44/year | \$83.26/month \$999.12/year |

Interest

30. The parties agree that HRM may, at HRM’s sole discretion, charge interest on any outstanding principle balance at a rate of 4% per annum above the HRM banker’s commercial prime rate if the payments are over 30 days late.

Monthly Statement

31. The Employer agrees to provide HRM with a monthly statement showing the current number of Participating Employees and detailing any additions or deletions to the number of Participating Employees vis-à-vis the previous month.

Interruption of Service

32. The Employer agrees that HRM is not liable for any disruption or interruption in Transit Services.

33. The Employer agrees:

- (a) HRM is not obligated to reimburse the Employer or Participating Employees for any disruption or interruption in Transit Services; and
- (b) where Transit Service is interrupted or disrupted for a period of (5) five consecutive calendar days, HRM may, at its sole discretion, authorize the Employer to reduce a portion of the applicable SmartTrip EPass fees from the next schedule payment for the period of interruption or disruption.

Fee Non Refundable

34. The parties agree that the SmartTrip EPass fees paid to HRM are not refundable.

Opting out of the SmartTrip EPass

35. Participating Employees are required to remain enrolled in the SmartTrip EPass program for the duration of the ~~calendar year~~ **12 months** ~~in which they~~ **following their** enrollment in the program.

36. Each Participating Employee's enrollment in the SmartTrip EPass program shall be automatically renewed for subsequent ~~calendar years~~ **12 month terms** unless the Employer or the Participating Employee (via the Employer) provides written notice to HRM, **at least 60 days** prior **to the expiry of the then current term or renewal term**, ~~to November 1st~~, of the intent not to renew the Participating Employee's enrollment in the program for the upcoming ~~calendar year~~ **12 month period**.

37. The parties agree that Participating Employees may only discontinue their SmartTrip EPass during a ~~calendar~~ **term or renewal term** where the use of the SmartTrip EPass is no longer feasible because of:

- (a) a change in employment status where the employee is no longer an Eligible Employee including where the employee retires;
- (b) the commencement of maternity leave or paternity leave;
- (c) the commencement of leave due to illness where the Participating Employee is receiving benefits under a long-term disability plan or benefits from the Worker's Compensation Board; or
- (d) any other reason acceptable to HRM in its sole discretion.

38. The parties agree a SmartTrip EPass is not discontinued until the Participating Employee

returns the SmartTrip EPass to the Employer.

39. The Employer agrees that where an Participating Employee discontinues their SmartTrip EPass, the Employer must:

- (a) collect the SmartTrip EPass from the Participating Employee; and
- (b) return the SmartTrip EPass to HRM.

Termination

40. The parties agree that either party may terminate this agreement on sixty (60) days' written notice to the other party.

Employer's default

41. (1) If any money owed to the HRM by the Employer under this agreement is not paid by 5:00 pm of the 15th day of the month in which the money is due, or the next business day where the 15th of the month is Saturday, Sunday or a holiday, HRM may:

- (a) terminate this agreement, in writing, with three (3) calendar days' notice; and
 - (b) cancel and confiscate any SmartTrip EPass issued to the Participating Employees.
- (2) Any termination or cancellation is at HRM's sole discretion.
- (3) Any delay by HRM in terminating this agreement is not a waiver of any rights the HRM has under this provision, agreement, or at law.

Lost or Stolen SmartTrip EPass

42. The parties agree that HRM is not responsible for a lost, stolen or damaged SmartTrip EPass.

43. The parties agree that any lost, stolen or damaged SmartTrip EPass is subject to a replacement fee of \$25 payable to HRM by the Employer. The Employer may seek recovery of all or part of this fee from the Participating Employee at issue.

44. HRM shall not issue a replacement SmartTrip EPass until the replacement fee is paid.

45. (1) The Employer agrees to provide HRM with a list of all the names of all Participating Employees whose SmartTrip EPasses are lost, stolen or damaged.

- (2) The list must be submitted to HRM on the first business day of each month.

Surveys

46. The Employer agrees that HRM may provide the Employer with surveys to distribute to Eligible Employees and Participating Employees.
- 47.
- (1) The Employer agrees to distribute the surveys to the Eligible Employees and Participating Employees within fifteen (15) calendar days from the day the Employer receives the surveys from HRM.
 - (2) The Employer agrees to provide a letter with the survey encouraging Eligible Employees and Participating Employees to complete the survey and return the completed survey to the Employer within fifteen (15) calendar days from the day the Employer receives the surveys from HRM.
 - (3) The Employer agrees to collect all the completed surveys and forward them to HRM within thirty-five (35) calendar days from the day the Employer received the surveys from HRM.
48. HRM agrees to be responsible for the cost of producing the surveys and for the cost of providing the surveys to the Employer.
49. The Employer agrees to be responsible for any cost relating to: (a) the distributing of the surveys to its Eligible Employees and Participating Employees, (b) the collection of the surveys from Eligible Employees and Participating Employees, and (c) returning the surveys to HRM.

Dispute resolution

50. In the event of any dispute between the parties concerning any matter relating to this agreement, the parties agree that such dispute will be resolved in accordance with the following procedure:
- (a) The Director, Metro Transit or his designate, and the Employer will meet in person or via teleconference within ten (10) calendar days of either party serving notice on the other of a dispute;
 - (b) If the parties are unable to resolve the dispute, either party may serve notice of mediation on the other;
 - (c) Within thirty (30) calendar days of delivery of the notice of mediation, HRM and the Employer will appoint a mediator acceptable to both of them;
 - (d) If the mediator is unable to resolve the dispute within thirty (30) calendar days after his or her appointment, or within such further period agreed to by both parties, the mediator must terminate the mediation by giving written notice to both parties;

- (e) If a dispute cannot be resolved by mediation pursuant to paragraph (d), the parties agree to proceed to an arbitration before a single arbitrator in Halifax, in accordance with the *Commercial Arbitration Act* (Nova Scotia); and
- (f) All costs incurred for mediation or arbitration under this section shall be shared equally by the parties but the parties shall be responsible for their own legal fees and disbursements, expert fees, travel and accommodation and other similar expenses associated with the mediation or the arbitration.

Protection of Privacy

51. The Employer acknowledges any information obtained by the HRM is subject to Part XX (Freedom of Information and Protection of Privacy) of the Municipal Governments Act, SNS 1998 c. 18, as amended.

52. The Employer acknowledges and consents to the HRM:

- (1) hiring a third party for the production of an SmartTrip EPass and for any other matter the HRM determines, in its sole discretion, for the purposes of the SmartTrip EPass program, and
- (2) to the third party collecting and receiving any personal information that HRM considers, in its sole discretion, is necessary for the SmartTrip EPass program.

53. HRM agrees that any third party hired will be required to enter a confidentiality agreement with HRM in a form acceptable, in its sole discretion, to the HRM.

54. The Employer agrees it has complied and will continue to comply with all the privacy laws that may be applicable due to this agreement, including obtaining any necessary consents from Eligible Employees and/or Participating Employees which may be required.

General

55. The parties agree that any headers in this agreement are for reference purposes only and are not to be used to interpret any part of this agreement.

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- (a) Any notice required to be given under this agreement must be in writing
- (b) Notice is deemed to have been made on the day upon which such notice is hand delivered or faxed, or if mailed, then on the third business date following the date of mailing; and
- (c) Notice will be delivered to:

Employer

HRM

Patricia Hughes
Manager, Planning & Scheduling
Halifax Transit
200 Ilesley Avenue
Dartmouth, NS B3B 1V1
Phone: 902-490-6287
hughesp@halifax.ca

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the _____ day of _____, 20__.

) **PER EMPLOYER**

)

)

Witness

)

) _____
) Signature (I have authority to bind the employer)

)

)

) _____
) Print Name & Position held

)

)

Witness

)

) _____
) Signature (I have authority to bind the employer)

)

)

) _____
) Print Name & Position held

)

)

) **PER HALIFAX REGIONAL MUNICIPALITY**

)

)

Witness

)

) _____
) Dave Reage
) Director, Halifax Transit