Terms and Conditions

Program Eligibility:

- 1. Applicant must reside in either the City of Norfolk or City of Portsmouth.
- 2. Applicant's annual income must be equal to or less than \$30,000.00.

Toll Relief process

The annual application process will begin on December 1st and conclude on February 15th for each year the program is funded. In the event that either date falls on a Sunday, the affected date will fall on the following work day. Applicants must reapply each year.

Only Virginia E-ZPass transponder toll transactions generated on either the Downtown or Midtown tunnels are eligible for relief funds. The discount assessment period shall be for twelve (12) months, beginning on March 1st. Applicant shall be responsible for associating the unique Toll Relief Identification Number to a single Virginia E-ZPass transponder (nominated transponder) prior to March 1st. The nominated transponder must be associated with the Applicant's Virginia E-ZPass account and is non-transferrable. Toll transactions occurring prior to the association date will not be considered for toll relief. In order to receive a discount in any month, there must be at least eight (8) or more fully paid transactions by the nominated transponder in that month. On a monthly basis, the applicant will receive a reimbursement of \$0.75 per transaction for the initial eight (8) transactions plus any additional transactions occurring in that same month. The reimbursement will post to the associated Virginia E-ZPass account on approximately the 10th day of the following month.

NOTE: In order to generate transponder transactions, a positive E-ZPass account balance is required. Failure to maintain a positive E-ZPass account balance may result in transactions becoming ineligible for toll relief consideration. Additionally, it is critical that the transponder is properly mounted at all times to ensure transactions are registered correctly.

Toll Relief Program Disclaimer/Release:

I. Audit

VDOT, or other designee affiliated with the Program, reserves the <u>right to audit all applications and documents</u> associated with such applications and request additional documentation to confirm residency and/or income. Applicant consents to such audits and agrees to provide documentation requested by VDOT or its designee in connection with such audits. VDOT reserves the right to terminate reimbursements and take any other legally available action against Applicant as appropriate if VDOT determines that Applicant has provided false or fraudulent information in this application. Applicant may dispute such a determination in accordance with the procedures found at: vdottollrelief.com or at either of the Portsmouth or Norfolk E-ZPass Walk-in Centers.

II. Release of Documentation

Applicant hereby grants VDOT or its designee the right to request and obtain documentation supporting the facts attested to in this application, including, but not limited to, documents which support the income and residency requirements of the Program. This release shall permit VDOT or its designees to request documentation directly from the originating source of such documentation.

III. Exhaustion of Funds

Applicant hereby acknowledges his/her understanding that the disbursement of funds under the Program are subject to the availability of funding for the Program. The Program may be suspended or cancelled at any time by VDOT due to the exhaustion of funding, or for any other reason as determined by VDOT.

IV. Maintaining E-ZPass Account

Applicant hereby acknowledges that Applicant is solely responsible for maintaining adequate funding in his/her E-ZPass account at all times. While VDOT expects to disburse funds through the Program directly to E-ZPass accounts at regular intervals, VDOT does not guarantee disbursement or crediting of funds to E-ZPass at any time or in any amount. Applicant affirmatively acknowledges that VDOT is not responsible if Applicant's E-ZPass account lacks sufficient funds with which to pay incurred toll charges and hereby releases VDOT from any claim or liability arising from the same.

V. True and Complete Statement

By signing this application, Applicant hereby attests and affirms that he/she has read and understands the entire contents of the application and these Terms and Conditions. Applicant further attests and affirms that he/she completed the application with true and complete statements and representations.