RTD NEIGHBORHOOD ECO PASS

RESOURCE GUIDE

Last Update: November 5, 2009

Introduction
It is a discounted annual transit pass purchased by a neighborhood organization for all members of participating households. This photo I.D. pass entitles residents one year of unlimited travel on all RTD Local, Express, Regional bus and light rail routes. Neighborhood Eco Pass holders pay a $5.00 fee for skyRide service to DIA. Eco Passes issued by DIA employers are exempt from this fee.

The Neighborhood Eco Pass is an environmental alternative to single occupancy vehicles, a cost-saving convenience for residents and a great way to enhance community relations.

This guide has been created to assist neighborhoods in organizing an RTD Neighborhood Eco Pass program. Although each neighborhood can use its own unique style for canvassing neighborhoods, raising money, and creating materials, this guide gives step-by-step instructions on the basic tools needed to be successful.

**Eligibility**

To be eligible a neighborhood must be represented by either a county or city government entity, or a registered homeowner/neighborhood association (applicant) and neighborhood must be within the Regional Transportation District Boundaries. There must be designated individual(s) assigned as contacts for RTD and residents. Residents must be approved by the association and are eligible as long as they reside in the eligible neighborhood.

**Identifying the Neighborhood Boundaries**

1. A neighborhood is comprised of a group of blocks. A residential block is defined as an area of land bounded on all sides by streets, roads, or one or more geographic or physical feature. Physical features can be lakes, rivers, railroad tracks, highways, parks, large open spaces of land, and neighborhood boundaries (i.e HOAs) or commercial areas. All blocks within the neighborhood boundaries must be contiguous:

   Definition of contiguous is:

   a. Sharing an edge or boundary, adjacent

   b. Connecting without a break, touching, neighboring.

   c. Connected, uninterrupted.

There are two basic ways to enter into a Neighborhood Eco Pass contract with RTD:

- A neighborhood association can enter into a contract with RTD for the entire neighborhood with funding from association dues; or
- A city or county government entity representing the neighborhood can enter into a contract with RTD for the entire neighborhood. A group of neighbors can organize a volunteer effort to canvass their neighborhood door-to-door, raising funds to fulfill the contract amount.

Participation in the Neighborhood Eco Pass program requires:

- Representation of the community by a registered neighborhood association, or a city or county government entity. **A neighborhood association or government entity must be legally authorized to enter into a contract with RTD.** *(see step 5 – Obtaining and Signing the Contract)*
- A community appointed liaison, who will be responsible for providing all information required by RTD, coordinating the solicitation of households, and collecting funds.
- A $6,664 minimum contract applies if the per house hold price is less. A survey must be completed to determine the pricing. RTD can provide the survey. The potential neighborhood will be responsible for providing mailing labels to RTD. The coordinator can also opt to distribute the survey. RTD will also provide return envelopes.

**Step by Step Guide to Organizing Your Neighborhood**

**Step 1 - Neighborhood Planning Process**
Present the Neighborhood Eco Pass program to the neighborhood association or generate interest by distributing a flier in the neighborhood. The flier should explain the program concept and invite volunteers to participate in the organizing effort. Once interested neighbors step forward, host the first Neighborhood Eco Pass meeting to choose the neighborhood organization leaders (including the person who will be the neighborhood coordinator for the program administration), identify potential block leaders, and discuss strategy.

**Step 2 - Identifying Neighborhood and Block Boundaries**

**Identifying the Neighborhood**
The name of the neighborhood and its boundaries are often determined by the initial home builder/developer. The neighborhood organization must obtain a map of the neighborhood from RTD. This map is an aerial view of the neighborhood showing the streets, blocks and the outline of each housing unit. RTD will define the minimum number of blocks required to establish a new neighborhood, and compute a unit price for the neighborhood. The price is computed from the survey results.

**Step 3 - Program Kick-off, Block Leader Training and Implementation**

**Program Kick-off Meeting**
There are four things that should be known before the kick-off meeting:

- Neighborhood boundaries and blocks
- The RTD neighborhood unit price
- Names of potential block leaders
- Bus routes serving your neighborhood.

At the meeting, the organization leaders explain the program to potential block leaders and distribute information, including informational fliers that the organization has prepared, block maps, and block sign-up sheets.

**Block Leaders**
The program relies on the hard work of block leaders who are responsible for qualifying the blocks in the program. Block leaders canvass their blocks, collecting money and registration information from program participants. The style of canvassing can be individual, different block leaders stressing different benefits to the program in their solicitation techniques. One block leader can canvass several blocks.

**Step 4 - How to Raise the Money**
The annual cost of a Neighborhood Eco Pass is individual to every neighborhood and varies based on available bus service and number of participants. The Neighborhood Eco Pass is a great way for an entire family to save on the cost of travel and for neighbors to make an impact on traffic congestion and air pollution. It does not matter how a block leader raises money. Every household or individual can contribute, or one generous neighbor can pay for the whole block. Contributions may vary depending on the level of motivation or the total number of contributions. Several of the more successful strategies that have emerged are:

- Individuals can be encouraged to contribute at a rate based on their projected use.
- The coordinator can determine an equal price for all individuals on their block by dividing the block price by the number of participants.
- The block leader may collect money based on the ability of an individual to pay.
- The HOA can also incorporate the price into the HOA fees.

**NOTE:** All checks must be made payable to either your neighborhood organization or government entity, who will in turn pay RTD.

**Step 5 - Obtaining and Signing the Contract**

When the neighborhood is successful in reaching its goal, the neighborhood organization submits the following documentation to RTD.

- An alphabetical roster of each eligible resident with his/her address via email attachment in Excel.
- RTD will create the agreement. The agreement will be sent to either the government entity, or the HOA for signature.
- The government entity or HOA will sign the agreement and send it directly to RTD along with payment.
NOTE: The contract must be signed by an authorized representative for the neighborhood. That would be either an officer of the association or a person that is legally authorized to enter into a contract for the neighborhood.

Step 6 - Photo Session and Pass Distribution

Photos can be obtained at any of our photo locations during our regular hours. The coordinators also have the opportunity to email photos to RTD directly. All forms and instructions will be provided to the coordinator once the neighborhood is established. RTD can schedule an initial on-site photo session, time and staff permitting.

The coordinator is responsible for distribution of authorization forms and decals.

Tips for Success
You will need a lot of help. Take time to create an organization in which many people and/or teams of people will help share the load.

Appoint a neighborhood coordinator that is extremely organized. A second person that has good office skills is extremely helpful in assembling the database to create the required lists for RTD. Set strict deadlines. Keep them. Organize, organize, organize.

Renewal Process
The renewal process is identical to the initial process, except that everyone will be more expert at canvassing and collecting money. Neighbors who have Eco Passes will be able to use last year's Neighborhood Eco Passes by obtaining a new decal at the photo session to be placed over the old decal.

Frequently Asked Questions for Block Leaders

Q: I only ride skyRide to DIA once in a while. Why should I buy a pass?

A: The regular round-trip fare on skyRide is $22. The Eco Pass will save you money even if you travel to DIA a few times a year.

Q: I don't ride the bus very often. Why should I buy a pass?

A: By contributing to the program, you are helping us to qualify our neighborhood and encouraging your neighbors to use the bus. If your neighbors are on the bus, traffic congestion will be reduced, benefiting drivers as well as bus riders.

Q: What can an Eco Pass offer to a regular bike commuter?

A: All RTD buses are equipped with bike racks. In addition, bike parking and lockers are available at more than 50 RTD park-n-rides. Bike commuters can get around more efficiently using both their bikes and Eco passes.

Q: Isn't driving more convenient than trying to figure out how to take a bus?

A: The bus system often is more convenient than driving, especially when you are traveling to areas in which parking is both expensive and often unavailable. When you are traveling to areas like downtown Denver that are prone to traffic jams, the bus has its own congestion-free lane, assuring you quick service. Route and schedule information is available at 299-6000 (M-F 6 a.m. - 8 p.m., SS 8 a.m. - 8 p.m.). Because you never have to worry about having the exact fare, taking the bus is extremely easy when you have an Eco Pass and your pass offers you unlimited access to the bus system.

Q: Why should I ride the bus?

A: Taking the bus saves money on parking, gasoline, and car repairs. Plus, you can sit back while someone else does the driving.

Program Resources
The Agreement

The Neighborhood Eco Pass Agreement is a contract between RTD and the neighborhood or government entity acting for the neighborhood. **NOTE: The contract must be signed by an authorized representative for the neighborhood. That would be either an officer of the association or a person that is legally authorized to enter into a contract for the neighborhood.**

It specifies the number of blocks, residents, households, and the cost per household and the total dollar amount. It is used for new neighborhoods as well as the addition of new blocks to existing neighborhoods and is approved by the neighborhood association (or government) and RTD. The agreement lists the terms and conditions - eligibility, required documentation, payment terms, issuance of passes, adding additional blocks, confiscation of passes, lost passes or decals and how passes may be used.

It must be signed before photo passes and decals can be issued.

**Necessary Documents**
The complete list of documents required for participation in the Neighborhood Eco Pass Program are the Agreement, the RTD-approved neighborhood map, the neighbor list, and proof of residency for each resident (supplied by the resident at the time of picture taking).

**Agreement Pricing**
The minimum neighborhood cost is $6,664. Neighborhoods are comprised of one or more contiguous (adjacent) blocks to form a large "mega" block. The agreement price per mega block is the number of housing units multiplied by the unit price or $6,664, whichever is higher. Each neighborhood block must be contiguous and all housing units on every block will be included in the cost calculations, regardless of the size of the block. The price per household is pro-rated if a neighborhood signs up or additional blocks are added any time in the year other than January 1.
This Agreement is made between the Applicant named herein (hereafter referred to as the “Applicant”) and the Regional Transportation District, a district organized pursuant to the Regional Transportation District Act, Section 32-9-101, et seq., C.R.S. (hereinafter “RTD”). The purpose of this Agreement is to provide RTD annual “NEIGHBORHOOD ECO PASSES” which will be distributed by RTD to all of the Applicant’s eligible residents. Neighborhood Eco Passes are provided at a rate based upon the policy and pricing formula provided to the Applicant plus documentation required of the Applicant. This contract contains the entire Agreement between the parties for the term stated and cannot be changed or altered except by written agreement signed by all parties hereto.

1. ELIGIBILITY: To be eligible a neighborhood must be represented by either a county or city government entity, or a registered homeowners/neighborhood association (Applicant) and neighborhood must be within the Regional Transportation District boundaries. There must be designated individual(s) assigned as contacts for RTD and residents. Residents must be approved by the association and are eligible as long as they reside in the eligible neighborhood. A minimum of $6,664 is required to initiate a contract. In any participating residential block, all housing units within that residential block must be included when calculating the price. All children age 5 and under ride the bus free and will not be issued a Neighborhood Eco Pass. Neighborhood Eco Passes may not be provided or resold to anyone outside the residential location.

2. REQUIRED DOCUMENTATION: The Applicant must submit the following documentation for approval before an Agreement is prepared: (1) A detailed map showing every residential block and house covered by the Agreement together with a typed numerical listing with the address for each housing unit on the residential block. If an apartment building or buildings constitutes a residential block for purposes of this Agreement, the location must be shown. (2) A typed alphabetical roster of each eligible resident and his/her address. Copy of proof of residency of each participating resident, i.e., utility bill, rental agreement, drivers license, etc., must be submitted to obtain the pass or decal. If a resident between age 6 and 16 is without an I.D. card, the resident’s date of birth must appear on the roster. Each participating resident’s drivers license or other photo I.D. and a second I.D. must be submitted at the time a pass or decal is issued. RTD will provide a pre-numbered tracking log to the Applicant. The Applicant is required to track the issuance of Eco Pass decals. The Applicant is required to submit copies of their completed tracking logs twice annually, no later than January 31, and July 31.

3. PAYMENT TERMS: Payment in full, for all passes and processing fees, shall be made when this Agreement is submitted by the Applicant to RTD unless a payment addendum is attached and signed. Deposit of the check does not constitute acceptance of the Agreement. In the event the Agreement is not approved, a refund check will be sent within 30 days of refusal. No contract will be accepted for a period of less than three months. The period of validity of each pass shall be from January 1 through December 31 of the calendar year in which it is issued. The Applicant may not resell the Neighborhood Pass to residents for a profit.

4. ISSUANCE OF NEIGHBORHOOD ECO PASSES: RTD will issue decals only for the amount of residents on the roster. Additional decals for residents added for paid housing units who were originally non-participating, not on original roster, will be issued upon presentation of alphabetical roster by address and block number. No additional decals will be issued throughout the year unless passes are turned in or either lost or stolen, or additional blocks are added, see paragraph #5 and #7. Residents may obtain their passes at an RTD photo location, or RTD may depending available staff time and equipment, provide a one-time Neighborhood Pass photo session at a designated location for 50 or more residents at no additional charge. If less than 50 resident photos are taken, the Applicant will pay a $100 service fee per hour for the photo session. The neighborhood coordinator has the option of transferring resident photos electronically. In the event these photos cannot be transferred to and/or received by RTD for any reason including RTD equipment failure, the coordinator agrees to make arrangements for the residents to obtain their passes at an RTD photo location. At any time, if the number of eligible housing units is found to vary from the contracted amount, the Applicant agrees to pay for those housing units. The Applicant will maintain an inventory of Neighborhood Eco Pass decals issued for renewals and their serial numbers. For renewals, an authorized agent of the Applicant must affix RTD decals to the photo I.D. at the time of distribution to each individual resident. RTD reserves the right to audit or survey the Applicant records on the number of eligible housing units and residents.

5. CANCELED PASSES: RTD reserves the right to cancel any or all passes if it has reason to believe that the information provided by the Applicant or resident has been falsified and/or passes have been given to ineligible persons. Any canceled passes must be returned to RTD immediately upon cancellation. In the event passes are not returned pursuant to this Agreement, the Applicant or any person or entity legally responsible shall be held liable for the price of all passes not returned. The amount of liability for each unreturned pass may be the cost of a Regional monthly pass for each month remaining in the calendar year.

6. ADDING ADDITIONAL BLOCKS: New blocks may be added to existing neighborhoods as long as they are contiguous. A survey is required in order to determine the per household price which may vary from the existing neighborhood.

7. CONFISCATION OF PASS: RTD has the right to confiscate the Neighborhood Eco Pass and pursue claims or demands against, or seek prosecution of any one who duplicates, alters, or commits unauthorized use of the Neighborhood Eco Pass with intent to defraud. RTD agrees not to pursue any claims or demands against the Applicant for issuing the Neighborhood Eco Pass based on any counterfeiting or alleged counterfeiting of the Neighborhood Eco Pass, unless the counterfeiting is the result of the Applicant’s gross negligence or willful misconduct.

8. LOST OR STOLEN PASSES OR DECALS: Lost or stolen passes or decals by the pass holder or Applicant will be replaced the first time for a $25 fee PER pass or decal. The fee to replace a lost pass the second time is $50, no replacement for the third time. Those stolen passes which have an accompanying police report will be replaced for a $5.00 processing fee. In the event the pass or decal is lost or stolen a second time, the fee will be $50 PER pass or decal regardless of whether a police report is provided. No replacement for a third time. All police reports must be signed by a police officer, have a case number, police officers printed name and station phone number for verification, NO EXCEPTIONS. In the event that a replacement I.D. is provided and then the original "lost" I.D. is found, RTD will not provide a refund.

9. HOW THE PASS MAY BE USED: RTD shall allow each resident displaying a valid Neighborhood Eco Pass to ride free on all parts of its regular route transportation system, and a $5.00 additional fee will apply on SkyRide service to Denver International Airport, but not limited to, parts which are operated by contractors to RTD, as well as on any fixed guideway way rapid transit system which RTD operates. Neighborhood Eco Pass is not valid on any special service as designated by RTD such as RockiesRide or BroncosRide, including special services operated pursuant to the American’s with Disabilities Act (ADA).

10. CAPTIONS OR HEADINGS: The captions or headings on any paragraphs to this Agreement are for reference only and do not affect any of the terms and conditions contained herein.

11. TERMINATION OF AGREEMENT: This Agreement shall continue in full force and effect through the expiration date specified, unless it is terminated by either party. Either party may terminate this Agreement at its sole discretion by giving the other party written notice at least 60 days prior to the termination date. In either case, the Applicant or any person or entity legally responsible shall return all Neighborhood Eco Passes or decals immediately or be held liable for each unreturned pass or decal. The amount of liability will be the same as in Paragraph #5. Upon return of all passes and decals, the RTD shall issue a pro-rated refund for any period of available use.

Without waiving any privileges and immunities conferred by the Colorado Governmental Immunity Act, each party agrees to be responsible for any claims, demands, or suits arising out of its own negligence. No person not a party to this Agreement shall have any rights or entitlement of any nature under it.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth herein.

(Revised 10/08)
Neighborhood Eco Pass Agreement

Date of Issue: ___________________________

Applicant: __________________________________________________________

___________________

Neighborhood Association or Government Entity

___________________

___________________________________________________

Neighborhood Contact(s): _______________________________________________________________________

___________________

Name(s) Telephone # Email address Fax

___________________

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____________________

____________________

Contact Address

Billing Address (if different)

<table>
<thead>
<tr>
<th># BLOCKS</th>
<th># RESIDENTS</th>
<th># HOUSEHOLDS</th>
<th>RATE PER HOUSEHOLD</th>
<th>AMOUNT</th>
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</table>

Pro-Rated Pass Adjustment: ______________________________

TOTAL: [ ]

Contract Payment Terms:

- The Applicant agrees to pay to the order of the Regional Transportation District the total sum listed above prior to the issuance of the Neighborhood Passes, unless payment addendum is attached and signed.
- The Neighborhood Eco Passes will be valid from ____________ through ___________________
- This offer may become null and void if not signed and dated within 30 days of issuance.
- MAIL TO: RTD, Attn: Theresa Sabrsula, 1600 Denver, CO 80202

The Applicant, acting through the undersigned who represents that he is duly authorized by the Applicant, agrees to the payment(s) as stated herein. The undersigned has read this Agreement, including the terms and conditions on the reverse side, and by his signature acknowledges that he has received a copy of this application, read same, and agrees to the terms and conditions as stated. The Applicant understands and agrees that this Agreement becomes a contract upon signature of the Applicant and countersigned and approval by RTD. Any modifications or alterations to the Agreement must be made in writing and signed by RTD. This Agreement cannot be canceled except as stated herein.

RTD Approval

Signature ___________________________ Date ___________________________ Signature ___________________________ Date ___________________________

Printed Name ___________________________ Printed Name ___________________________

Title ___________________________ Title ___________________________

Reviewed __________________________________________________________________________