

**PORT OF HOOD RIVER
Resolution No. 2023-24-11**

A RESOLUTION ADOPTING UPDATED BREEZEBY TERMS AND CONDITIONS

WHEREAS, the Hood River-White Salmon Interstate Bridge (“Bridge”) is a critical transportation facility in the Mid-Columbia Region, and the Port of Hood River (“Port”) must manage, maintain, inspect, and operate the Bridge in a safe manner for the long-term use of residents, visitors, and businesses; AND

WHEREAS, the Bridge uses an electronic tolling system called BreezeBy which provides an efficient method of collecting tolls, assists in moving traffic, counting traffic, and determining the types of vehicles crossing the bridge, and provides an accounting to such user; AND

WHEREAS, the BreezeBy system provides the Terms and Conditions as an agreement between the Port and the user of the BreezeBy system in crossing the bridge, and outlines the responsibilities of the customer; AND

WHEREAS, the benefits to the BreezeBy customer include having a discounted toll rate, efficient method of crossing the bridge, and an accounting of the cost of crossings; NOW THEREFORE

THE PORT OF HOOD RIVER BOARD OF COMMISSIONERS RESOLVES AS FOLLOWS:

The updated BreezeBy Terms and Conditions contained in Exhibit A are adopted effective February 12, 2024.

Adopted by the Board of Commissioners of the Port of Hood River this 23rd day of January 2024.

SIGNED

DocuSigned by:
Kristi Chapman
00DEADE439F8421...

Kristi Chapman, President

ATTEST

DocuSigned by:
Mike Fox
1D968775DD2542A...

Michael Fox, Secretary

Exhibit A

Port of Hood River *BreezeBy* Personal/Business Account Terms and Conditions Effective February 12, 2024

These Terms and Conditions, together with your Application, constitute the Port of Hood River (“Port”) *BreezeBy* Customer Agreement (“Agreement”) made and entered into by and between you (“Customer”) and the Port under the laws of the State of Oregon. Nothing in this Agreement releases you, the Customer, from civil liability or criminal penalties resulting from failure to abide by applicable Oregon State laws and regulations.

Agreement

Subject to the terms of this Agreement, the Customer will incur a *BreezeBy* toll charge for each use of the *BreezeBy* facility and the Port agrees to provide the Customer with one transponder per household, business and/or address at no charge; cost for additional transponders depends on the type of transponder selected (see 8.0 d. for clarification); to be used at those locations accepting *BreezeBy* electronic toll payment. Failure to pay tolls may result in additional penalties provided by law. Further, by completing the Application, making a payment into your *BreezeBy* account, and using the transponder, you agree to the following terms and conditions:

1.0 Account Information

Good Standing. To keep your account open and in good standing you must:

- a. Keep current vehicle information, make, model, license plate number and axle counts.
- b. Keep current all personal, demographic, and payment information.
- c. Maintain a positive balance for prepaid accounts.
- d. Remain in compliance with all posted speed limits, traffic controls, and safety directives.
- e. You may set up a user name and password to review your account online at portofhoodriver.com on the *BreezeBy* Electronic Tolling page.
- f. Statements: You have the option of receiving monthly or quarterly statements. Email or mailed statements are delivered at no charge.

Closure. Your account may be closed when:

- a. Your request to close the account has been received in writing:
Any remaining balance in a registered account will be refunded, without interest, less any outstanding administrative fees owed. Refund will be by the original method of payment, when possible, and will occur within fifteen (15) days of your account closure request.
- b. The account shows a negative or zero balance:

1. Any negative balance for outstanding tolls and fees must be paid in full immediately or may be subject to collection procedures and legal action by the Port.
- c. There has been no activity for twenty-four (24) consecutive months:
 1. A "Notice of Inactivity" will be sent after eighteen (18) months of inactivity. After twenty-four (24) months of inactivity, the account will be closed. Any remaining balance in a registered account will be refunded via the registered method of payment, without interest and less any outstanding administrative fees. (See section 8.0)
 2. Refund: If your address or payment information filed with the Port is incorrect or has changed and the Port owes you a refund, the Port may hold your refund to pay you in person at the Port office, or upon your request the Port may agree to pay your refund in another manner.

2.0 Automatic Account Replenishment

If you arrange for Automatic Account Replenishment, you agree to the following:

- a. You acknowledge that your signature is required to enroll or terminate your participation in the Automatic Account Replenishment.
- b. You agree to maintain a valid payment method on file with the Port.
- c. Account replenishment can be established by debit or credit card. When your account balance falls below the minimum balance, the account will automatically be replenished for a minimum of \$20, or as otherwise identified on your account application.
- d. If your automatic payment method is declined or otherwise unable to process, you will see a yellow light as you pass through the toll plaza. This is your notification of failure to replenish. A response is required to avoid charges to the account. If your automatic payment method is declined for more than ten (10) days, your account will be changed to manual replenishment, and your account may be inactivated and you will receive a red light at the toll facility. You must contact the Port to re-establish automatic replenishment.
- e. The Port may adjust replenishment amounts based on a Customer's usage patterns over the prior three (3) months. Prior to such adjustment, customers will be notified by the Port and may contact the Port to decline this replenishment option.
- f. Interest will not be paid on prepaid account balances or deposits.
- g. Customers with seven (7) or more vehicles may be required to establish and maintain a greater minimum balance.

3.0 Manual Account Replenishment

Payments may be made via phone when using a debit or credit card. Customers with seven (7) or more vehicles may be required to establish and maintain a greater minimum balance. If you do not choose the Automatic Account Replenishment option, you must maintain and replenish your account and agree to the following:

- a. Payment for replenishment may be by credit or debit card, check, money order, or cash payment made in person at the Port office. **Do not send cash in the mail.** The Port reserves the right to refuse counter or temporary checks. If check payments are returned for insufficient funds, the account holder will be charged a fee of \$25.00 and may be required to replenish their account with certified funds or cash for future transactions, and may be liable for statutory damages and Port attorney fees.
- b. If your account falls below \$10.00 you will see a yellow light. If your account balance falls below zero dollars your account will be inactivated and you will see a red light.
- c. Manual payments may require 5-7 business days from receipt to process.
- d. Interest will not be paid on prepaid account balances or deposits.

4.0 Transponder Usage

- a. Installation. You agree to install, display, and use the transponder in accordance with the instructions provided to you by the Port.
- b. Delivery. *BreezeBy* Account transponders may be picked up at the Port Office at 1000 E. Port Marina Drive, Hood River, Oregon or for those living near Cascade Locks at 427 SW Portage Rd., Cascade Locks, Oregon. *BreezeBy* transponders will **not** be available for pick up at the tollbooth. *BreezeBy* transponders will become active for use within one hour from the time of issuance.
- c. Speed and Tailgate. *BreezeBy* lanes have gates which the Port may use to control traffic flow. Those gates optimally work at a pass-through speed between 5-10 miles per hour. **Do not exceed this speed or tailgate.** This can interfere with the *BreezeBy* scan, causing you received a bill in error, and affect gate control.
- d. Lights. The light should turn green as soon as the transponder signal has been read. A yellow light indicates your balance is below \$10.00; you need to add funds to your account as soon as possible, either by cash, check or credit/debit card or online using the *BreezeBy* app. While yellow there is still a balance on your account; no additional balance is required to pass. A red light indicates that your account balance is now negative and your account has been suspended. You must pay cash to cross at this time. **DO NOT** back out of a *BreezeBy* lane.
- e. Receipts. You understand and agree that you will not receive a receipt for individual transponder transactions.
- f. Charges. You understand and agree that electronic payment via *BreezeBy* will be calculated based on the number of vehicle axles detected by the system in the lanes. **All lanes are available for use by *BreezeBy* customers.**

- g. Replacement. If your transponder malfunctions the Port will replace it without charge within three years of issue date unless the transponder is defaced, altered, damaged, or shows other signs of misuse, as determined by the Port. Otherwise, a fee to cover the transponder replacement cost will be assessed.
- h. Lost or Stolen. If your transponder is lost or stolen you must notify the Port immediately, either in person at the Port office, mail, fax or email to Frontdesk@portofhoodriver.com. You are responsible for all charges on your account until notification is received by the Port. All transponders will be replaced at cost.

5.0 Disputes

You may contest fees and tolls applied to your account by submitting your dispute to the Port in writing within ninety (90) days of the transaction in question. Disputes will be accepted either in person at the Port office, by mail, fax, and email to Frontdesk@portofhoodriver.com. If the fee or toll is rescinded or adjusted, your account will be credited. Refunds will be issued to the credit card on file. Refunds will be issued within 30 days of approved request. The Port may deny reimbursement for a credit card charge if the credit card holder has not followed disputed charge procedures required by the cardholder's credit card use agreement.

6.0 Video Tolls (Vtoll)

A Vtoll is a bill for the use of a BreezeBy toll lane when the person fails to pay the required toll either via electronic toll collection or manual payment at the toll facility. It may also occur when a BreezeBy customer's account has a negative balance or has insufficient funds.

- a. If a motorist fails to pay at the toll facility, a Video Toll ("VToll") billing process will be initiated. A VToll is a bill of sale of a toll lane use when the motorist fails to pay the required toll either via electronic toll collection or manual payment at the toll facility. It may also occur when a Breezeby customer's account has a negative balance or has insufficient funds.
 - 1. If a vehicle license passes through the toll facility without payment being made either via manual toll collection or electronic tolling or a negative balance in a BreezeBy account, the Vtoll system will transmit a letter/invoice to the registered owner of the vehicle passing through the toll facility, seven (7) days from the initial occurrence. The customer will have thirty (30) days from the date of the letter/invoice to make payment based upon the methods (i.e., check by mail, phone in payment, online BreezeBy App payment) outlined in the letter. The invoice will have an ancillary fee of \$3 per invoice. The ancillary fee is charged to

recover pass-through costs to the Port for the ability to issue an invoice to a customer.

2. If payment is not received after the thirty (30) day payment period, a second letter/invoice will be issued to the customer, charging a late fee of \$25 in addition to the tolls, and ancillary fee outlined in the first letter/invoice.
 3. If payment has not been made within 90 days from the original invoice, the account will be transferred to Collections.
 4. When an invoice for a vehicle registered in Oregon is sent to Collections, to the extent possible under applicable law, a Hold will be placed on the registration with Oregon DMV. This hold will be removed once payment is made.
- b. Whenever the toll booth at the Hood River-White Salmon Interstate Bridge is not staffed, whether due to staffing shortages, worker meal breaks, emergencies, or off-peak hours scheduling, the \$3 ancillary fee will not be charged for VTolls. Motorists will receive an invoice for unpaid tolls as per the schedule above, but without the \$3 ancillary fee.

7.0 Termination

The Port reserves the right to deactivate any *BreezeBy* account at any time with regard to violations to the Terms & Conditions of this agreement. This will include but not limited to misuse of a transponder, excessive speed, tailgating, and continued use of the bridge without payment. The Port may agree or refuse to reactivate a suspended account at the Port's discretion. Use of a *BreezeBy* transponder on a suspended or terminated account may result in the Account Holder being subject to civil penalties and/or criminal prosecution for toll evasion.

You may suspend your account by notifying the Port by email or in writing. You must also notify the Port by email or in writing when you wish to reactivate the account.

Either the Port, or you the Customer, may terminate this Agreement at any time and for any reason by written notice to the other party, hand delivered, mailed or emailed. If your account is terminated, the Port will refund any amount in your account remaining after tolls, costs, and fees have been paid within fifteen (15) days of notification. No refunds may be provided for unregistered accounts.

8.0 Administrative and Ancillary Fees

An administrative fee may be applied under the following circumstances:

- a. After twenty-four (24) consecutive months of no toll activity, your account may be terminated by the Port and assessed a \$10.00 administrative fee. Any remaining funds after the account has been closed will be refunded without interest.

- b. Returned check fee of \$25.00.
- c. Statement Fees –There will be no charge for Emailed or mailed statements.
- d. Port administrative fees and charges are subject to change. Current and future administrative fees and charges will be posted at the Port office, online at portofhoodriver.com, and included with your account statement.
- e. Ancillary fees include fees charged by outside agencies to assist the Port in identifying the registered owners from the license plates crossing the Hood River bridge without payment. The ancillary fee are subject to change but as of this date they are \$3 per crossing.

9.0 Amendments

The Port may periodically make changes to the Terms & Conditions of this Agreement. You will receive notice of any such changes via email, on your account statement, and/or at the Port Office upon request. Notices will also be posted on the Port website. Use of your transponder beginning ten (10) days after such Port notice is provided shall constitute your agreement to the amended Terms and Conditions of the Agreement.

10.0 Liability

The Port and any other agency using BreezeBy shall have no obligation or liability to the Customer with respect to use or performance of the transponder. The Customer agrees to indemnify and hold the Port, its commissioners, employees and agents, and all other affected agencies, their agents, representatives, and respective employees harmless from and against any damage, loss, cost, expense, injury, or liability relating to, arising from, or as the result of use or the performance of the transponder or as the result of inaccurate customer account information.

11.0 Oregon Law

Oregon law shall govern this agreement and all customer activities related to this agreement. Any legal action filed to interpret or enforce this agreement shall be filed in Hood River County, Oregon Circuit Court.

12.0 Port Notice

Notice will not be considered received by the Port during non-business hours. Notice may be handdelivered to a Port employee at the Port Office or mailed to the Port Office located at 1000 E. PortMarina Drive, Hood River, Oregon; may be emailed to the Port at frontdesk@portofhoodriver.com; or may be faxed to the Port at 541-386-1395 and will be considered received when entered into Port records.

Privacy of Information

The BreezeBy Privacy Policy is subject to the requirements of State and Federal law and may be amended at any time in accordance with applicable statutory requirements. Notice of any changes to this Privacy Policy will be available via email, on your account statement, and/or at the Port office. Notices will also be posted on the web site. Enactment or changes of laws which affect the Port's Privacy Policy will not be considered an amendment which requires customer notice. The Port of Hood River will not sell or share the *BreezeBy* customer list with outside marketers.

The Port will only collect customer information which the Port deems necessary and essential to properly conduct and record transactions, deposits, and fees and to inform Customers of their account status and/or changes to this Agreement.

In addition, the Port may periodically send via email bridge traffic alerts, including delays due to bridge lifts or maintenance projects and other information relevant to your BreezeBy account.

Information collected by the Port relative to an individual customer's usage will not be released except under the following circumstances:

- a. In response to a court order for specific information.
- b. At the request of authorized law enforcement officials/agencies in the conduct of criminal investigations.
- c. At the request of the individual account holder with proper identification.
- d. As reasonably necessary to collect unpaid tolls.
- e. Or as otherwise required by law.

PORT OF HOOD RIVER PRIVACY POLICY

This Privacy Policy describes the collection, use and security of the information obtained by the Port of Hood River ("Port") and other Agencies using BreezeBy from users of the *BreezeBy* system for efficient and effective operations of the Electronic Toll Collection System. This policy is consistent with Federal and State laws governing an individual's rights to privacy.

Personal Information Collected

Port collects personal information to facilitate enrollment processing, account maintenance and to better serve *BreezeBy* accounts. Examples of personal information include a user's name, address, telephone number, email address, credit card number and expiration date, license plate number or other information that personally identifies a *BreezeBy* user. Port obtains this personal information from applications or other forms submitted to Port. Port may also obtain information about a *BreezeBy* user

from other sources, such as the Department of Motor Vehicles (“DMV”) to ensure that records are correct and complete.

How Personal Information is Used

Personal information will only be used by the Port for the purpose of administering a *BreezeBy* user’s account and managing the *BreezeBy* operations. In the course of administering *BreezeBy* accounts, the Port may disclose personal information to third party service providers for the purpose of operating the *BreezeBy* program (e.g. DMV, courts, credit card account processors or collection agencies); otherwise, personal information will not be disclosed to third parties, except as required by law or ordered by a court of competent jurisdiction. Information about a *BreezeBy* user’s use of the Electronic Toll Collection System, but which does not personally identify a user, may be disclosed to others to generate statistical reports for the purpose of managing the *BreezeBy* operation.

Security

The Port will take commercially reasonable precautions to safeguard personal information through physical, electronic and procedural means. The Port will treat *BreezeBy* user information confidentially and request third party service providers who receive information from the Port to in the same manner or to be in compliance with the PCI industry regulations pertaining to payment card information.

BreezeBy users retain the right to review and edit all of their personal information pertaining to their accounts, whether stored electronically or on paper. Any inquiry or request to obtain information, in accordance with the above provisions, should be directed in writing to the Port of Hood River office, 1000 E. Port Marina Drive, Hood River OR 97031 by person, by mail, by fax, or by email. Port may adopt procedures for review of such information, including but not limited to charging a fee for processing requests for access to personal information.

Policy Amendments

The Port reserves the right to amend this Privacy Policy at any time. If the Privacy Policy is amended the revised policy will be posted on the Port website portofhoodriver.com.

Effective Date

The effective date of this updated Privacy Policy is February 12, 2024.