

GREATER VANCOUVER TRANSPORTATION AUTHORITY
BY-LAW NUMBER 29-2003

A By-Law to amend the Greater Vancouver Transportation Authority 2001 Tariff
Amendment By-Law Number 22-2001 (as amended)

WHEREAS the Greater Vancouver Transportation Authority (GVTA) has approved the implementation of a U-Pass Program for the University of British Columbia and Simon Fraser University to be valid in the TransLink conventional system (bus, SeaBus and SkyTrain) and use on West Coast Express at a discounted fare.

NOW THEREFORE the Board of Directors of the Greater Vancouver Transportation Authority enacts as follows:

The Greater Vancouver Transportation Authority Transit Tariff annexed to the “Greater Vancouver Transportation Authority 2001 Tariff Amendment By Law No.22-2001”, is hereby amended as follows:

A. CONVENTIONAL TRANSIT

1. Part I – Conventional Transit, Section A - Definitions – Delete the following definition:

Cardholder Any person in possession of a Monthly Pass, DayPass, Government of British Columbia Transit Pass, CNIB Pass, GoCard, HandyPass, MultiPass or War Amputees Pass.

and replace it with the following definition:

Cardholder Any person in possession of a *valid* Monthly Pass, DayPass, Government of British Columbia Transit Pass, CNIB Pass, GoCard, HandyPass, MultiPass, War Amputees Pass *or U-Pass*.

2. Part I – Conventional Transit, Section A - Definitions - Add the following definition of U-Pass:

U-Pass *A non-transferable photo ID pass issued to students enrolled at eligible public post-secondary institutions in accordance with an agreed contractual arrangement with GVTA. Valid for unrestricted travel at all times on GVTA buses, SeaBus and SkyTrain.*

3. Part I – Conventional Transit, Section B – Terms and Conditions - Delete the references to Simon Fraser University and University of British Columbia in the FastTrax provisions of the Tariff.

4. Part I – Conventional Transit, Section B – Terms and Conditions –Add the following reference to U-Pass:

U-Pass

Available: *To eligible students as determined by the University of British Columbia or Simon Fraser University in accordance with criteria established by written agreement between each University and GVTA. Passes are issued by GVTA through the applicable University.*

Applicable: *To a journey made on regular scheduled service within the GVTA Transportation Service Region except West Coast Express. Not valid on buses operating Charter Service or on Custom Transit vehicles.*

Fare: *No charge upon presentation of a valid U-Pass.*

Conditions: *Valid until the expiry date shown on the face of the U-Pass unless cancelled earlier by GVTA on instructions from the University or upon termination of the U-Pass program in accordance with the written agreement between the University and GVTA.*

Valid as proof of payment only for the person to whom it is issued. Any person using a U-Pass must provide additional proof, in a form acceptable to GVTA, that such person is the person indicated on the pass when requested to do so by a transit employee. Failure to do so may result in cancellation of the pass.

Use of the pass by any person other than to whom it was issued is considered fraudulent use of the pass.

A U-Pass may be cancelled and its privileges revoked at any time by GVTA without prior notice to the person to whom it was issued if there is misuse or fraudulent use. The U-Pass shall be surrendered to GVTA on demand.

Any person whose U-Pass is surrendered, cancelled or revoked as a result of misuse, or use by a person other than the person to whom it was issued, shall not be entitled to any compensation by GVTA.

B. WEST COAST EXPRESS

1. Part 3 – West Coast Express, Section H – Definitions – Delete the following definition in its entirety:

Add-Fare A fare category that allows the holder of a valid GVTA or Central Fraser Valley Transit System fare receipt/transfer, validated FareSaver ticket or monthly pass credit toward the applicable West Coast Express fare.

and replace it with the following:

Add-Fare A fare category that allows the holder of a valid GVTA or Central Fraser Valley Transit System fare receipt/transfer, validated FareSaver ticket, monthly pass or *valid U-Pass* credit toward the applicable West Coast Express fare.

2. Part 3 – West Coast Express, Section H - Definitions – Add the definition of U-Pass as follows:

U-Pass *A non-transferable photo ID pass issued to students enrolled at eligible public post-secondary institutions in accordance with an agreed contractual arrangement with GVTA and valid as proof of entitlement for fare reductions for use of West Coast Express and eligibility to use a West Coast Express 28-Day U-Pass pass in all zones.*

3. Part 3 – West Coast Express, Section I – Terms and Conditions – delete the following section with respect to Compliance with the Tariff in its entirety:

Compliance with the Tariff Every passenger is required to produce on demand proof of payment of applicable fare, plus proof of entitled to a concession or add-fare.

and replace it with the following:

Compliance with the Tariff Every passenger is required to produce on demand proof of payment of applicable fare, plus proof of entitled to a concession *fare, add-fare or other non-adult fare.*

4. Part 3 – West Coast Express, Section I – Terms and Conditions – delete the following section with respect to the applicability of Add-Fares in its entirety:

Applicable: To holders of a valid GVTA or Central Fraser Valley Transit System fare receipt/transfer, validated FareSaver or Monthly Pass for purchase of a one-way or return ticket.

and replace it with the following:

- Applicable:**
- (i) To holders of a valid GVTA or Central Fraser Valley Transit System fare receipt/transfer, validated FareSaver or Monthly Pass for purchase of a one-way, return ticket, *weekly ticket or 28-day pass*.
 - (ii) *To holders of a valid U-Pass for purchase of a one-way, return or weekly ticket.*

5. Part 3 – West Coast Express, Section I – Terms and Conditions – delete the following sub-section (i) of the Adult Fare payable for Add-Fares in its entirety:

- Adult:**
- (i) For holders of a valid GVTA Transportation Service Region fare receipt/transfer, validated FareSaver ticket or FareCard, a \$2.00 fare credit toward the fare payable to travel on West Coast Express.

and replace it with the following:

- Adult:**
- (i) For holders of a valid GVTA Transportation Service Region fare receipt/transfer, validated FareSaver ticket, FareCard, *or U-Pass*, a \$2.00 fare credit toward the fare payable to travel on West Coast Express.

6. Part 3 – West Coast Express, Section I – Terms and Conditions – Delete the following section on **28-day Pass** in its entirety:

- 28-Day Pass** A 28-Day Pass is valid for 28 calendar days, including intervening weekends and statutory holidays, for any West Coast Express train and transfer and unlimited travel on all GVTA transit services, up to and including the date of expiry.

and replace it with the following:

- 28-Day Pass** A 28-Day Pass, *including a 28-Day U-Pass pass*, is valid for 28 calendar days, including intervening weekends and statutory holidays, for any West Coast Express train and transfer and unlimited travel on all GVTA transit services, up to and including the date of expiry.

7. Part 3 – West Coast Express, Section I – Terms and Conditions – Add reference to U-Pass as follows:

U-Pass

Available: *To eligible students as determined by the University of British Columbia or Simon Fraser University in accordance with criteria established by written agreement between each University and GVTA. Passes are issued by GVTA through the applicable University.*

Applicable:

- (i) *For a credit (add-fare) toward the purchase of a one-way, return or weekly ticket; and*
- (ii) *For the purchase of a 28-Day U-Pass pass valid for travel in all zones.*

Fare: *For holders of a valid U-Pass:*

- (i) *a \$2.00 fare credit toward the fare payable for a one-way, return or weekly ticket for travel on West Coast Express;*
- (ii) *purchase of a 28-Day U-Pass pass for the price of \$80.00.*

Conditions: *Valid until the expiry date shown on the face of the U-Pass unless cancelled earlier by GVTA on instructions from the University or upon termination of the U-Pass program in accordance with the written agreement between the University and GVTA.*

Valid as proof of payment of applicable fare, plus proof of entitlement to fare reductions, only for the person to whom it is issued. Any person using a U-Pass must provide additional proof, in a form acceptable to GVTA, that such person is the person indicated on the pass when requested to do so by a transit employee. Failure to do so may result in cancellation of the pass.

Use of the U-Pass by any person other than to whom it was issued is considered fraudulent use of the pass.

A U-Pass may be cancelled and its privileges revoked at any time by GVTA without prior notice to the person to whom it was issued if there is misuse or fraudulent use. The U-Pass shall be surrendered to a transit employee on demand.

Any person whose U-Pass is surrendered, cancelled or revoked as a result of misuse, or use by a person other than the person to whom it was issued, shall not be entitled to any compensation by GVTA.

8. Part 3 – West Coast Express, Section I – Terms and Conditions – Delete the following subsection (i) of **Proof of Payment** in its entirety:

Proof of Payment (i) Proof of payment includes a valid fare receipt, providing the passenger has paid the proper originating fare, and is also in possession of either a valid proof of entitlement for add-fare or concession fare, if applicable; or a pass or other form of identification designated under this Tariff as entitling the holder to free travel on West Coast Express.

and replace it with the following:

Proof of Payment (i) Proof of payment includes a valid fare receipt, providing the passenger has paid the proper originating fare, and, *if applicable*, is also in possession of either a valid proof of entitlement for add-fare, concession fare *or other non-adult fare* or a pass or other form of identification designated under this Tariff as entitling the holder to free travel on West Coast Express.

9. Part 3 – West Coast Express, Section I – Terms and Conditions – Delete the following subsection (ii) of **Refusal of Transportation** in its entirety:

Refusal of Transportation (ii) The Authority may refuse to carry in any passenger car or to remove therefrom any person who does not have proof of payment, including proof of entitlement for concession or add fares if applicable.

and replace it with the following:

Refusal of Transportation (ii) The Authority may refuse to carry in any passenger car or to remove therefrom any person who does not have proof of payment, including proof of entitlement for concession, add fares *or other non-adult fares* if applicable.

10. Part 3 – West Coast Express, Section I – Terms and Conditions – Delete the following subsection (ii) of **West Coast Express Fare Receipts** in its entirety:

West Coast Express Fare Receipts (ii) a fare receipt is good for use only by the person to whom it was issued, up to and including the date and time of expiry, or where time of expiry is not indicated on the fare receipt, until midnight on the date of expiry, and, in the case of add-fares or concession fares, when the holder is in possession

of valid proof of entitlement to that fare;

and replace it with the following:

**West Coast
Express Fare
Receipts**

- (ii) a fare receipt is good for use only by the person to whom it was issued, up to and including the date and time of expiry, or where time of expiry is not indicated on the fare receipt, until midnight on the date of expiry, and, in the case of add-fares, concession fares *or other non-adult fares*, when the holder is in possession of valid proof of entitlement to that fare;

READ A FIRST, SECOND AND THIRD TIME this 23 day of July, 2003.

RECONSIDERED, PASSED AND FINALLY ADOPTED this 23 day of July, 2003.

D. (Doug) W. McCallum, Chair

Original signed

Gigi Chen-Kuo, Corporate Secretary