

## COMMUTER BENEFIT PROGRAM - ACKNOWLEDGEMENT OF PROGRAM TERMS AND CONDITIONS

I understand the following:

1. Through the **Commuter Benefit Program**, NYPA provides me with a tax benefit for commuting to work via mass transportation as permitted under Internal Revenue Code Section 132(f). NYPA provides me with a \$50 per month subsidy, along with the opportunity to pay for my commuting expenses by using pre-tax dollars (up to \$325 per month) and after-tax dollars.
2. Regardless of which **Commuter Benefit Program** option I use, the benefit must be used solely by me in connection with my own monthly mass transportation expenses to and from work at NYPA. Should I not commute to work by mass transportation, it is my responsibility to notify the Program Administrator that I am no longer eligible for this benefit.
3. I further attest that I will not allow any **Commuter Benefit Program** issued to me to be used for any other purposes, or for the benefit of anyone other than myself.
4. I understand that I am not entitled to this subsidy (nor can I purchase additional benefits) if I am not on active status and reporting to work for the entire distribution month, and that it is my responsibility to inform the Program Administrator accordingly if I am not reporting to work due to a medical, personal, or any other leave during a distribution month for which I have received, or am asking for, a benefit.
5. For any month that I am receiving a monthly benefit, I understand I am not eligible to receive a NYPA-provided parking space or any other commuting reimbursement for travel to and from the work site where I work.
6. It is my responsibility to safeguard my vouchers, metro card, etc., and to notify the vendor in the event they are lost or stolen. NYPA will not reimburse, or replace, any vouchers, metro card, etc. that are lost or stolen.
7. NYPA may verify that I have utilized the commuter benefit solely in the manner agreed to by me on this form. I may be required to furnish original receipts at any time as proof of actual commuting costs.
8. I acknowledge that I have an obligation to provide accurate information. I further acknowledge that any misrepresentation by me in connection with the **Commuter Benefit Program** may disqualify me from future receipt of this benefit and may lead to disciplinary action up to and including termination.
9. In the event of a misrepresentation, I agree to reimburse NYPA for any benefit I receive as a result of such misrepresentation. I agree to notify NYPA promptly in the event of a change in my commutation status.
10. I am aware that my commuter benefit elections are **irrevocable** and, to avoid forfeiting any money, I should carefully consider how much I set aside to cover my commuting expenses. NYPA is prohibited under federal tax regulations from processing refunds of pre-tax contributions if I fail to utilize my benefit. I further acknowledge that it is my responsibility to track my commuter benefit account balance. I must submit any change to my account by the tenth of the month; e.g., changes for January must be submitted by December 10<sup>th</sup>. Should I discontinue my participation in the **Commuter Benefit Program** (either during employment or at termination of employment), I am aware that I will **not** receive a refund of any pre-tax funds remaining in my account.

**Please sign and date this document acknowledging your acceptance of the terms and conditions of the Commuter Benefit Program. If you do not return this acknowledgment to the Commuter Benefit Program Administrator, you will not be eligible to participate in the Program.**

Print Name: \_\_\_\_\_

Dept: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Received by HR: \_\_\_\_\_

Date: \_\_\_\_\_