

**SOUTH COAST BRITISH COLUMBIA TRANSPORTATION AUTHORITY
BYLAW NUMBER 57-2009**

A BYLAW ASSESSING TOLLS FOR GOLDEN EARS BRIDGE

AMENDED: DECEMBER 4, 2009

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WHEREAS:

- A. Under the Act, the South Coast British Columbia Transportation Authority must manage and operate the regional transportation system and generate and manage funds for that purpose;
- B. Under the Act, the South Coast British Columbia Transportation Authority may, by bylaw, assess toll charges or other charges in relation to tolls or the collection of tolls on persons who use, or the owners or operators of motor vehicles that are driven on, a designated project as defined in the Act; and
- C. The Golden Ears Bridge forms part of a designated project under the Act.

NOW THEREFORE the Board of Directors of South Coast British Columbia Transportation Authority enacts as follows:

1. Title

1.(1) This bylaw may be cited as South Coast British Columbia Transportation Authority Golden Ears Bridge Toll Assessment Bylaw Number 57-2009.

2. Definitions and Interpretation

2.(1) In this bylaw:

“**Account Statement/Invoice**” means an invoice which includes a statement which sets out for each Designated Toll

- (a) a statement as to whether the person to whom the Account Statement/Invoice was sent was identified by detection of a Transponder or by the reading of a Number Plate;
- (b) the date and time at which the Transponder was detected or the Number Plate was read,
- (c) the Designated Toll and all interest or other charges; and
- (d) the time within which the Account Statement/Invoice must be paid and how it may be paid, the Interest Rate and the enforcement measures which may be taken to recover amounts owing under an Account Statement/Invoice;

“Act” means *South Coast British Columbia Transportation Authority Act*, SBC 1998, Chapter 30;

“Authority” means the Chief Executive Officer of the South Coast British Columbia Transportation Authority;

“Best Recent Address” means

- (a) for a Motor Vehicle Owner or a Non-Resident Motor Vehicle Owner who has established a Toll Account, the most recent address (including email address) provided for that Toll Account or in correspondence with the Billing Organization or the Authority;
- (b) for a Motor Vehicle Owner resident in British Columbia who has not established a Toll Account
 - (i) the most recent mailing address shown on the records of ICBC, or
 - (ii) the most recent address provided by a Motor Vehicle Owner in correspondence with the Billing Organization or the Authority; and
- (c) for a Non-Resident Motor Vehicle Owner who has not established a Toll Account, the most recent mailing address obtained from the government of a relevant province or other jurisdiction in Canada or an agency of that government or a corporation or entity in Canada that has legal access to that information, the relevant government of a state of the United States or an agency of that government or a corporation or entity in a state of the United States that has legal access to such information;

“Billing Organization” means the organization, if any, which is authorized to charge and collect Designated Tolls and interest on Designated Tolls on behalf of the Authority under an agreement referred to in section 3.(1);

“Board” means the board of directors of the South Coast British Columbia Transportation Authority;

“Car” means a private Motor Vehicle primarily designed to carry not more than 15 passengers and includes a taxi, a station wagon, a passenger van, a sport utility vehicle, a hearse, an agricultural tractor and a pick-up truck;

“Collection Agency” means a third party collection agency which must have a valid licence under the *Business Practices and Consumer Protection Act* or, in respect of collection agencies operating in other jurisdictions, which must be legally registered or licensed in accordance with the laws of those jurisdictions;

“Customer Account Agreement” has the meaning set out in section 8.(1);

“Designated Toll” means the toll charges set out in sections 6 and 7 for a Motor Vehicle using the Golden Ears Bridge that has passed a Vehicle Identification Device together with any charges set out in section 5 and any other charges levied by the Billing Organization on behalf of the Authority in relation to the collection of tolls, which have been authorized by resolution of the Board;

“Excessive Toll Debt” means a Toll Debt that exceeds \$25;

“Exempt Motor Vehicle” means

- (a) an ambulance,
- (b) a fire truck or other fire department emergency vehicle responding to an emergency requiring the use of the Golden Ears Bridge,
- (c) a vehicle owned or operated by the Royal Canadian Mounted Police or by a police force as provided in the *Police Act* responding to an emergency requiring the use of, or engaged in highway patrol on or near, the Golden Ears Bridge,
- (d) a vehicle operated by or on behalf of or contracted to the Department of National Defence, the Canadian Forces or a visiting force responding to an emergency requiring the use of the Golden Ears Bridge,
- (e) a transit bus or other transit vehicle owned or operated by or on behalf of the Authority or a subsidiary,
- (f) a Motor Vehicle owned or operated by or on behalf of the Authority or a subsidiary, used for transit supervision, maintenance, mechanical support or conducting the business of the Authority, and
- (g) a Motor Vehicle owned or operated by or on behalf of a concessionaire or service provider to the Authority used for operation, maintenance, repair and rehabilitation of the Golden Ears Bridge Project;

“Golden Ears Bridge” means the bridge crossing the Fraser River to the east of Barnston Island forming part of the Fraser River Crossing project as defined in the Act;

“Golden Ears Bridge Project” means the Fraser River Crossing project as defined in the Act;

“ICBC” means Insurance Corporation of British Columbia;

“Interest Rate” means interest calculated and compounded monthly at a rate set by resolution of the Board, but not to exceed 2% per month and interest on overdue interest at the same rate;

“Large Truck” means a Motor Vehicle consisting of an articulated truck or tractor trailer combination;

“Motor Vehicle” has the same meaning as in the Act;

“Motor Vehicle Owner” means the person to whom the Number Plate for that Motor Vehicle was issued;

“Motorcycle” means a Motor Vehicle that runs on 2 or 3 wheels and has a saddle or seat for the driver to sit astride;

“Non-Resident Motor Vehicle Owner” means a person who is the registered owner of a Motor Vehicle that does not have a Number Plate issued for the Province of British Columbia;

“Number Plate” has the same meaning as in the *Motor Vehicle Act*;

“Payment Account” means an account maintained by a Motor Vehicle Owner or a Non-Resident Motor Vehicle Owner with a bank or credit institution or an account related to a credit card or debit card (in each case, being an account in respect of which instructions may be given authorizing debits to be made from it) or such other account as may be approved by the Authority and from which the Motor Vehicle Owner or a Non-Resident Motor Vehicle Owner has authorized the Authority to effect payment;

“Post-paid Account” means a Toll Account maintained by a Motor Vehicle Owner or a Non-Resident Motor Vehicle Owner with the Authority under which payment of any Designated Tolls and any other amounts due under a Customer Account Agreement is made within the applicable period by a mechanism acceptable to the Authority, including credit card, debit card, or by direct debit from a Payment Account or such other payment mechanism as the Authority may from time to time approve;

“Pre-authorized Post-paid Account” means a Toll Account maintained by a Motor Vehicle Owner or a Non-Resident Motor Vehicle Owner with the Authority under which an amount equal to the amount due in respect of Designated Tolls and any other amounts due under a Customer Account Agreement incurred during a particular period (the **“outstanding amount”**) and recorded in the Toll Account and paid by debiting by pre-authorized credit, debit or other acceptable payment mechanism from time to time of the then outstanding amount from the Motor Vehicle Owner’s or Non-Resident Motor Vehicle Owner’s Payment Account;

“Pre-paid Account” means a Toll Account maintained by a Motor Vehicle Owner or a Non-Resident Motor Vehicle Owner with the Authority under which amounts are paid in advance to be credited to that account with amounts due in respect of Designated Tolls and any other amounts due under a Customer Account Agreement being subsequently

deducted and with the facility for replenishing the Pre-paid Account by way of debiting by pre-authorized credit, debit or other acceptable payment mechanism from time to time of further amounts from a Payment Account (or otherwise paid in such manner as approved by the Authority) and credited to the Pre-paid Account;

“Registered Transponder Account” means a Toll Account maintained by a Motor Vehicle Owner or a Non-Resident Motor Vehicle Owner with the Authority in respect of which a Transponder has been issued for installation in a Registered Vehicle;

“Registered Transponder User” means a Motor Vehicle Owner or a Non-Resident Motor Vehicle Owner who has been issued a Transponder and has a Registered Transponder Account;

“Registered Vehicle” means the Motor Vehicle registered under a Toll Account;

“Registered Video Account” means a Toll Account maintained by a Motor Vehicle Owner or a Non-Resident Motor Vehicle Owner with the Authority other than a Registered Transponder Account;

“Registered Video User” means a Motor Vehicle Owner or a Non-Resident Motor Vehicle Owner who does not have a Transponder and has a Registered Video Account;

“Repeat Offender” has the meaning set out in section 10.(6);

“Small Truck” includes the following: a Car towing a trailer (as defined in the *Motor Vehicle Act*), a light duty delivery van or truck, a dump truck, a cement truck, a tractor or single unit truck without a trailer, a moving van, a motor home, a school bus, an intercity bus or coach, a tour bus and a transit bus that is not an Exempt Motor Vehicle;

“Substantial Completion Date” means the date the Golden Ears Bridge Project is Substantially Completed as defined in the Project Agreement entered into by the DBFO Contractor (as defined in the Project Agreement) and the Authority in respect of the Golden Ears Bridge Project;

“Toll Account” has the meaning set out in section 8.(1);

“Toll Adjustment Date” means the date twelve months after the Substantial Completion Date;

“Toll Commencement Date” means the first business day immediately next following the expiry of the Toll Grace Period;

“Toll Debt” means the portion of a Designated Toll that remains unpaid more than 30 days after receipt by the owner, or the agent of the owner of a Motor Vehicle, of an Account Statement/Invoice, together with interest owing in relation to the unpaid Toll Debt;

“Toll Grace Period” means the 30 day period commencing on June 16, 2009 and ending on July 15, 2009, during which Designated Tolls will not be charged to users of the Golden Ears Bridge;

“Toll Reader” means equipment located on the Golden Ears Bridge Project that detects Transponders;

“Transponder” means a device that

- (a) may be installed or carried on, or in or attached to, a Motor Vehicle, and
- (b) allows electronic identification of the person who is to pay the Designated Toll, or the Registered Transponder Account from which a Designated Toll is to be paid, arising from the Motor Vehicle’s use of the Golden Ears Bridge;

“Unregistered Video User” means all Motor Vehicle Owners or a Non-Resident Motor Vehicle Owners who do not have a Registered Transponder Account or a Registered Video Account; and

“Vehicle Identification Device” means a Toll Reader, a video camera or any other device or equipment located on the Golden Ears Bridge Project for detecting or identifying Motor Vehicles that are driven on the Golden Ears Bridge.

- 2.(2) A reference in this bylaw to an enactment means an enactment of British Columbia and includes all amendments to that enactment and any enactment replacing or substituted for that enactment.

3. Billing Organization

- 3.(1) The Authority is hereby authorized from time to time to enter into an agreement with a person to act as the Billing Organization in which the Billing Organization is authorized to charge and collect the Designated Tolls and interest and other charges on behalf of the Authority and to provide such other related services on the terms and conditions set out in that agreement.

4. Requirement to Pay Designated Toll

- 4.(1) A Motor Vehicle Owner or Non-Resident Motor Vehicle Owner whose Motor Vehicle passes a Vehicle Identification Device on or after the Toll Commencement Date must, within the time period set out in section 10, pay the applicable Designated Toll for that Motor Vehicle set out in sections 6 and 7.

5. Leasing or Licensing of Transponders

- 5.(1) The Authority or the Billing Organization on behalf of the Authority may, but is not required to, issue and lease or licence a Transponder to any Motor Vehicle Owner or Non-

Resident Motor Vehicle Owner who requests a Transponder upon execution of a Customer Account Agreement setting out the terms and conditions for such lease or licence. The Customer Account Agreement will provide for payment of:

- (a) a non-interest bearing security deposit (the "Security Deposit") adjusted in accordance with the consumer price index set out in the Customer Account Agreement; and
- (b) a monthly fee (the "Monthly Fee") adjusted in accordance with the consumer price index set out in the Customer Account Agreement.

The Monthly Fee will form part of the Designated Toll for the Motor Vehicle detected by the Vehicle Identification Device.

5.(2) Transponders will not be issued for Motorcycles unless the Board determines otherwise by resolution.

6. Designated Toll - Toll Commencement Date to the Toll Adjustment Date

6.(1) Upon the Toll Commencement Date and continuing until the Toll Adjustment Date, the Designated Toll for Cars equipped with a Transponder and registered under a Registered Transponder Account will be \$2.75.

6.(2) Upon the Toll Commencement Date and continuing until the Toll Adjustment Date, the Designated Toll for Cars registered under a Registered Video Account will be \$3.30.

6.(3) Upon the Toll Commencement Date and continuing until the Toll Adjustment Date, the Designated Toll for Cars that are not registered under a Registered Transponder Account or a Registered Video Account will be \$3.90.

6.(4) Upon the Toll Commencement Date and continuing until the Toll Adjustment Date, the Designated Toll for Small Trucks equipped with a Transponder and registered under a Registered Transponder Account will be \$5.55.

6.(5) Upon the Toll Commencement Date and continuing until the Toll Adjustment Date, the Designated Toll for Small Trucks registered under a Registered Video Account will be \$6.10.

6.(6) Upon the Toll Commencement Date and continuing until the Toll Adjustment Date, the Designated Toll for Small Trucks not registered under a Registered Transponder Account or a Registered Video Account will be \$6.65.

6.(7) Upon the Toll Commencement Date and continuing until the Toll Adjustment Date, the Designated Toll for Large Trucks equipped with a Transponder and registered under a Registered Transponder Account will be \$8.30.

6.(8) Upon the Toll Commencement Date and continuing until the Toll Adjustment Date, the Designated Toll for Large Trucks registered under a Registered Video Account will be \$8.90.

6.(9) Upon the Toll Commencement Date and continuing until the Toll Adjustment Date, the Designated Toll for Large Trucks not registered under a Registered Transponder Account or a Registered Video Account will be \$9.40.

6.(10) Upon the Toll Commencement Date and continuing until the Toll Adjustment Date, the Designated Toll for Motorcycles registered under a Registered Video Account will be \$1.40.

6.(11) Upon the Toll Commencement Date and continuing until the Toll Adjustment Date, the Designated Toll for Motorcycles not registered under a Registered Video Account will be \$2.50.

7. Designated Toll Subsequent to the Toll Adjustment Date

7.(1) Commencing on the Toll Adjustment Date and for each subsequent 12 month period thereafter, the respective Designated Toll for Cars, Small Trucks, Large Trucks and Motorcycles set out in sections 6.(1) to 6.(11) inclusive will be adjusted for each such subsequent 12 month period effective on the respective anniversary dates of the Toll Adjustment Date in accordance with the following formula:

$$\text{Designated Toll}^t = \text{Designated Toll}^{t-1} \times \{CPI^t / CPI^{t-1}\}$$

Where:

Designated Toll^t = the Designated Toll that will be charged for Cars, Small Trucks, Large Trucks and Motorcycles respectively for the next 12 month period (beginning with the same month in which the Toll Adjustment Date occurs). For example, if the Toll Adjustment Date is June 1, 2010 and the year is 2014, the Designated Toll²⁰¹⁴ will be the toll rate for Cars from June 1, 2014 until May 31, 2015.

Designated Toll^{t-1} = the Designated Toll that was charged for Cars, Small Trucks, Large Trucks and Motorcycles respectively for the preceding 12 month period (beginning with the same month in which the Toll Adjustment Date occurs). For example, if the Toll Adjustment Date is June 1, 2010 and the year is 2014, the Designated Toll²⁰¹³ was the toll rate for Cars from June 1, 2013 to May 31, 2014.

CPI^t = the value of the all items consumer price index for Canada using the most recent base date as published by Statistics Canada in the year t.

CPI^{t-1} = the value of the all items consumer price index for Canada using the most recent base date as published by Statistics Canada in the Index Month in the year t-1.

The resulting Designated Toll will be rounded to the nearest five cents (\$0.05).

8. Prepayment of Designated Tolls and Customer Account Agreements

8.(1) In order to pay for the use of the Golden Ears Bridge, a Motor Vehicle Owner or a Non-Resident Motor Vehicle Owner may enter into a Customer Account Agreement with the Authority to establish:

- (a) a Registered Transponder Account;
- (b) a Registered Video Account; or
- (c) such other type of account as the Authority may establish from time to time;

in respect of one or more Motor Vehicles for each vehicle classification which will be registered in relation to the Registered Transponder Account or the Registered Video Account (collectively "**Toll Accounts**" and individually sometimes a "**Toll Account**").

8.(2) A Registered Transponder Account may be a Pre-paid Account, a Pre-authorized Post-paid Account or a Post-paid Account or such other type of payment mechanism account as the Authority may determine from time to time.

8.(3) A Registered Video Account may be a Pre-paid Account, a Pre-authorized Post-paid Account or a Post-paid Account or such other type of payment mechanism account as the Authority may determine from time to time.

9. Toll Accounts and Liability for Designated Tolls

9.(1) Payment of Designated Tolls and other amounts must be made by the Motor Vehicle Owner or Non-Resident Motor Vehicle Owner in accordance with the terms and conditions of the Customer Account Agreement.

9.(2) If a Toll Reader detects a Transponder in or on a Motor Vehicle and there is, in relation to that Transponder, a Toll Account established pursuant to a Customer Account Agreement, the Designated Toll must be paid in accordance with the provisions of the Customer Account Agreement.

9.(3) If a Vehicle Identification Device other than a Toll Reader detects a Motor Vehicle Number Plate and there is, in relation to that Number Plate, a Toll Account established pursuant to a Customer Account Agreement, the Designated Toll must be paid in accordance with the provisions of the Customer Account Agreement.

9.(4) If a Vehicle Identification Device detects a Motor Vehicle in respect of which no Toll Account has been established, an Account Statement/Invoice will be issued to the Motor Vehicle Owner or Non-Resident Motor Vehicle Owner.

9.(5) Subject to a contrary determination under the dispute resolution and appeal processes set out below, when a Account Statement/Invoice is issued by the Billing Organization on behalf

of the Authority to the Motor Vehicle Owner or the Non-Resident Motor Vehicle Owner, the Motor Vehicle Owner or the Non-Resident Motor Vehicle Owner is indebted to the Authority for the Designated Toll and any interest or other charges payable in relation to the Designated Toll or the collection of the Designated Toll.

10. Payment of Designated Tolls

10.(1) A Motor Vehicle Owner and a Non-Resident Motor Vehicle Owner (and in the case of paragraph (b), a person who has established a Toll Account) who has received an Account Statement/Invoice in respect of which

- (a) no Toll Account has been established to pay for Designated Tolls; or
- (b) a Toll Account has been established, but there are insufficient funds to pay the Account Statement/Invoice, or the payment mechanism established under the Toll Account and the Customer Account Agreement failed to effect payment of the Account Statement/Invoice, as the case may be;

must pay the Account Statement/Invoice in full within 30 days of receipt of the Account Statement/Invoice.

10.(2) Where the Billing Organization, or the Authority, incur charges due to insufficient funds to pay the Account Statement/Invoice or failure of the payment mechanism to effect payment, an amount equivalent to the charges incurred will be charged to the Motor Vehicle Owner or Non-Resident Motor Vehicle Owner.

10.(3) Subject to section 13.(3), if a Toll Debt is not paid in full on or before the 30th day after the receipt of the Account Statement/Invoice, interest will accrue from and including the 31st day after receipt of the Account Statement/Invoice at the Interest Rate on the resulting Toll Debt until the Toll Debt is paid in full.

10.(4) The Billing Organization will issue Account Statement/Invoices on behalf of the Authority within 30 days of the end of the billing period within which a Motor Vehicle was detected by a Vehicle Identification Device.

10.(5) Subject to a referral to the dispute resolution procedure under section 12 and any appeal to an arbitrator under section 13 and subject to subsection (6), if a Toll Debt has not been paid in full within 150 days of the date of the first Account Statement/Invoice rendered in respect of that Toll Debt becoming due, then the Billing Organization on behalf of the Authority may at any time thereafter

- (a) if a Transponder has been issued to the debtor, cancel the Transponder without refunding any charge, Security Deposit or other monies paid in respect of the Transponder;

- (b) in respect of that Toll Debt and any other subsequent Toll Debt that in the aggregate exceeds the Excessive Toll Debt, request ICBC to exercise on behalf of the Authority the rights and remedies available under section 26(1)(f) and section 26(2)(d) of the *Motor Vehicle Act* [refusal to issue licences]. For the purpose of this paragraph (b), “that Toll Debt and any other subsequent Toll Debt that in the aggregate exceeds the Excessive Toll Debt” means any Toll Debt which is overdue more than 150 days in combination with any other Toll Debt, whether or not overdue by 150 days, that in the aggregate is greater than the Excessive Toll Debt. For example, if there is a Toll Debt in the amount of \$20 outstanding for more than 150 days and subsequently a Account Statement/Invoice for \$10 is not paid within the applicable payment period, the aggregate Toll Debt of \$30 entitles the Billing Organization to request ICBC to exercise on behalf of the Authority the remedies under section 26.(1)(f) and 26.(2)(d); and
- (c) pursue on behalf of the Authority such other rights and remedies available to the Authority under the Act or the regulations and any other rights and remedies available to the Authority at law for the collection of debts.

10.(6) For the purpose of this section 10 “Repeat Offender” means a person indebted to the Authority in respect of whom the Billing Organization has at any prior time been entitled to exercise on behalf of the Authority the applicable remedies under subsection (4) in respect of a previous Toll Debt.

10.(7) The 150 day period of time in which the Billing Organization becomes entitled to exercise on behalf of the Authority the applicable remedies under subsection (4) for a Repeat Offender is

- (a) in respect of the first repeat offence, reduced to 120 days, and
- (b) in respect of any subsequent repeat offence, reduced to 90 days.

11. When Designated Toll Not Payable

11.(1) No Designated Toll is payable in relation to the use of the Golden Ears Bridge by an Exempt Motor Vehicle.

11.(2) In addition to subsection (1), no Designated Toll is payable by a Motor Vehicle Owner or a Non-Resident Motor Vehicle Owner if

- (a) the Designated Toll was attributed to the Motor Vehicle Owner or Non-Resident Motor Vehicle Owner by virtue of reading the Motor Vehicle Owner’s Number Plate or the number plate of a Motor Vehicle owned by a Non-Resident Motor Vehicle Owner and, at the date and time for which the Designated Toll is being charged, the Number Plate issued to the Motor Vehicle Owner or the number

plate issued to the Non-Resident Motor Vehicle Owner was not on a Motor Vehicle using the Bridge;

- (b) the Designated Toll was attributed to the Motor Vehicle Owner by virtue of the detection of the Motor Vehicle Owner's Transponder or the reading of the Motor Vehicle Owner's Number Plate and, at the date and time for which the Designated Toll is being charged, the Motor Vehicle Owner's Transponder or Number Plate, as the case may be, or the Motor Vehicle in or on which it was located was stolen; and
- (c) the Designated Toll was attributed to the Non-Resident Motor Vehicle Owner by virtue of the detection of the Non-Resident Motor Vehicle Owner's Transponder or the reading of the Non-Resident Motor Vehicle Owner's number plate and, at the date and time for which the Designated Toll is being charged, the Non-Resident Motor Vehicle Owner's Transponder or number plate, as the case may be, or the Motor Vehicle in or on which it was located was stolen.

12. Dispute Resolution

12.(1) A Motor Vehicle Owner or a Non-Resident Motor Vehicle Owner, who has received a Account Statement/Invoice for a Designated Toll may on one or more grounds referred to in section 11 dispute liability for the Designated Toll and any related interest or other charges in accordance with the dispute resolution procedure set out below.

12.(2) The Billing Organization will establish a fair and impartial administrative review procedure for Motor Vehicle Owners or Non-Resident Motor Vehicle Owners who dispute Designated Tolls.

12.(3) A Motor Vehicle Owner or Non-Resident Motor Vehicle Owner, who disputes a Designated Toll and any related interest or other charges may serve a notice of dispute on the Billing Organization setting out the grounds for the dispute together with facts upon which the dispute is based no later than 150 days after the date of the Account Statement/Invoice for the Designated Toll.

12.(4) The Billing Organization must make a determination of the dispute set out in the notice served under subsection (3) within 30 days of receipt by it of the notice.

12.(5) A Motor Vehicle Owner or Non-Resident Motor Vehicle Owner may no later than 30 days after the determination made by the Billing Organization under subsection (4) request, in writing, a reconsideration of that determination where

- (a) evidence not available at the time of the original determination has become available, or
- (b) all or part of the original determination was based on evidence that was incorrect or false.

12.(6) The Billing Organization must make a determination of the reconsideration within 30 days of receipt by it of the written request under subsection (5).

13. Appeal to Arbitrator

13.(1) A Motor Vehicle Owner or a Non-Resident Motor Vehicle Owner, who is not satisfied with the outcome of the determination of the Billing Organization under section 12 may, on one or more of the grounds referred to in section 11 and on paying to the Billing Organization a fee of \$30, appeal to an arbitrator that person's liability for the Designated Toll.

13.(2) The following provisions will apply to the arbitration initiated under subsection (1):

- (a) the arbitration will be conducted by a single arbitrator appointed by the Billing Organization from one or more arbitrators selected for that purpose by the Authority who are independent from the Authority and the Billing Organization;
- (b) the arbitrator must render a decision within 45 days of the arbitrator's appointment;
- (c) the arbitrator may make any order the arbitrator considers appropriate, including
 - (i) an order that the Motor Vehicle Owner or Non-Resident Motor Vehicle Owner is liable to pay none, some or all of the amount invoiced in the Account Statement/Invoice,
 - (ii) an order that the Billing Organization repay to the Motor Vehicle Owner or Non-Resident Motor Vehicle Owner some or all of the monies provided by the Motor Vehicle Owner or Non-Resident Motor Vehicle Owner on account of the disputed Account Statement/Invoice,
 - (iii) an order as to costs of the arbitration;
- (d) the decision of the arbitrator is binding on the parties and may not be appealed to any court;
- (e) subject to paragraph (c)(iii), the costs of the arbitrator will be for the account of the Billing Organization; and
- (f) subject to paragraph (c)(iii), the \$30 fee paid by the Motor Vehicle Owner or the Non-Resident Motor Vehicle Owner will be refunded by the Billing Organization if the arbitrator finds in favour of the Motor Vehicle Owner or the Non-Resident Motor Vehicle Owner.

13.(3) Interest at the Interest Rate on the Designated Toll and on interest and other charges will continue to accrue

- (a) during the dispute resolution procedure and any reconsideration of a dispute resolution determination, if applicable. If the dispute resolution procedure or any reconsideration determines that the Motor Vehicle Owner or Non-Resident Motor Vehicle Owner is not liable for all or part of the amount of the disputed Account Statement/Invoice, no interest will be payable on the portion in respect of which the Motor Vehicle Owner or Non-Resident Motor Vehicle Owner is found not liable;
- (b) during the appeal process, if the Motor Vehicle Owner or Non-Resident Motor Vehicle Owner appeals the outcome of the dispute resolution procedure under section 13.(1). If the arbitrator determines that the Motor Vehicle Owner or Non-Resident Motor Vehicle Owner is not liable for all or part of the amount of the disputed Account Statement/Invoice, no interest will be payable on the portion in respect of which the Motor Vehicle Owner or Non-Resident Motor Vehicle Owner is found not liable; and
- (c) in all other cases, until the Designated Toll interest and other charges have been paid in full.

13.(4) If, after a determination by the Billing Organization unfavourable to the Motor Vehicle Owner or Non-Resident Motor Vehicle Owner under either the dispute resolution procedure or the reconsideration procedure referred to in sections 12.(3) and 12.(5), the Motor Vehicle Owner or Non-Resident Motor Vehicle Owner has not either filed for reconsideration or appealed to an arbitrator, as the case may be, and has not paid in full the outstanding Designated Toll, interest and other charges within 30 days of the unfavourable determination by the Billing Organization, then the Billing Organization may enforce payment under the provisions of section 10.(5).

13.(5) If after a determination by an arbitrator unfavourable to the Motor Vehicle Owner or Non-Resident Motor Vehicle Owner has been rendered and the outstanding Designated Toll, interest and other charges (and any costs awarded against the Motor Vehicle Owner or Non-Resident Motor Vehicle Owner by the arbitrator) have not been paid in full within 30 days of the arbitrator's determination, then the Billing Organization may enforce payment under the provisions of section 10.(5).

14. Interest Rate

14.(1) In this bylaw, any reference to interest means interest at the Interest Rate.

15. Account Statement/Invoice

15.(1) The Billing Organization must issue and send an Account Statement/Invoice to each Motor Vehicle Owner or Non-Resident Motor Vehicle Owner whose vehicle has been detected by a Vehicle Identification Device.

15.(2) The Account Statement/Invoice may contain sufficient information

- (a) to allow a Motor Vehicle Owner or Non-Resident Motor Vehicle Owner to proceed with the dispute resolution and reconsideration procedures and to appeal to an arbitrator under this bylaw; and
- (b) such other information as the Authority or the Billing Organization deems necessary or desirable.

16. Authority May Act as Billing Organization

16.(1) The Authority may, from time to time, elect not to appoint a Billing Organization and may on its own behalf charge and collect Designated Tolls and interest on Designated Tolls and carry out the functions of a Billing Organization, in which case applicable references to a Billing Organization in this bylaw shall be deemed to be references to the Authority.

17. Board May Establish Procedures, Policies, Forms and Documents

17.(1) The Board may, from time to time, by resolution establish such procedures, policies, forms and documents as the Board deems necessary or desirable to give effect to the objectives of this bylaw.

18. Traffic Demand Management

18.(1) In order to support Greater Vancouver Regional District's regional growth strategy, it is the intent of the Authority and this bylaw to consider or introduce high occupancy vehicle ("HOV") lanes on the Golden Ears Bridge under the following conditions:

- (a) HOV lanes will be considered by the Authority when Level of Service D, as defined in the latest version of the Highway Capacity Manual published by the Transportation Research Board, Washington D.C., U.S.A. ("HCM"), for controlled access highways persists for a continuous period of more than one hour, either during the morning or afternoon weekday peak travel period, in each direction, averaged over a four-week period between September 1st and November 30th;
- (b) HOV lanes will be introduced by the Authority when Level of Service E, as defined in HCM, for controlled access highways persists for a continuous period of more than one hour, either during the morning or afternoon weekday peak travel period, in each direction, averaged over a four-week period between September 1st and November 30th;
- (c) HOV lanes will be considered by the Authority when HOV lanes have been extended on the Trans Canada Highway to the vicinity of 200th Street and on the Lougheed Highway to the vicinity of the Abernethy Connector and when HOV lanes have been extensively implemented on municipal roads connecting to the Golden Ears Bridge Project, such that the inclusion of HOV lanes on the Golden

Ears Bridge would be necessary to form a complete and integrated HOV network;

- (d) The consideration or introduction of HOV lanes pursuant to 18.1 (a) to (c) inclusive will be subject to the Authority:
 - (i) determining that HOV lanes on the Golden Ears Bridge will move more people during the morning and afternoon weekday peak travel periods than the per lane peak period average of the adjacent general-purpose lanes without having an adverse impact on transit services,
 - (ii) considering alternatives to HOV lanes, such as differential toll charges, that could support an equivalent or greater movement of people during the morning and afternoon weekday peak travel periods without having an adverse effect on transit services, and
 - (iii) determining that implementing HOV lanes, differential toll charges or other alternatives will not have an adverse effect on the financial viability and the Authority's financial obligations in respect of the Golden Ears Bridge Project.

18.(2) Traffic flows will be monitored at appropriate locations on the Golden Ears Bridge Project and connecting roads to give effect to this section 18.

18.(3) For the purpose of calculating the Levels of Service under section 18.(1)(a) and (b) reductions in traffic flows caused by lane closures, motor vehicle accidents and other incidents shall not be taken into consideration.

19. Notices and Mailing Addresses

19.(1) Notices of dispute under section 12.(3), requests for reconsideration under section 12.(5) and appeals under section 13.(1) and other communication or correspondence to the Billing Organization must be in writing and shall be physically delivered, transmitted electronically or mailed by prepaid registered mail to the Billing Organization at the address

- (a) set out in the Account Statement/Invoice; or
- (b) displayed on the Authority's website or on the Golden Ears Bridge toll website established by the Billing Organization.

Notices, requests and other communications under this section 19.(1) shall be deemed to have been received, if physically delivered, at the time of delivery, if sent by prepaid registered mail, on the seventh day after mailing and if transmitted electronically, on the date of transmittal.

19.(2) Account Statement/Invoices and all other communications to a Motor Vehicle Owner or Non-Resident Motor Vehicle Owner may be physically delivered, transmitted electronically or sent by regular mail to the Best Recent Address of the Motor Vehicle Owner or Non-Resident Motor Vehicle Owner.

19.(3) Account Statement/Invoices and other communications under section 19.(2) shall be deemed to have been received, if physically delivered, at the time of delivery, if sent by regular mail, on the seventh day after mailing and if sent electronically, on the date of transmittal.

READ A FIRST, SECOND AND THIRD TIME this 4th day of December, 2009.

RECONSIDERED, PASSED AND FINALLY ADOPTED this 4th day of December, 2009.

Original Signed by Dale Parker
Dale Parker, Board Chair

Original Signed by Carol Lee
Carol Lee, Corporate Secretary