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**GREATER VANCOUVER TRANSPORTATION AUTHORITY
BY-LAW NUMBER 40-2005**

A BY-LAW ASSESSING TOLLS FOR GOLDEN EARS BRIDGE

WHEREAS:

- A. Pursuant to the Act, the Authority must manage and operate the regional transportation system and generate and manage funds for that purpose;
- B. The Authority under the Act may, by by-law, 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 Greater Vancouver Transportation Authority enacts as follows:

1. Title

1.(1) This by-law may be cited as Greater Vancouver Transportation Authority Golden Ears Bridge Toll Assessment By-Law Number 40-2005.

2. Definitions and Interpretation

2.(1) In this by-law:

“**Act**” means *Greater Vancouver Transportation Authority Act*, SBC 1998, Chapter 30, and all amendments thereto;

“**Authority**” means Greater Vancouver 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;
- (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 the Insurance Corporation of British Columbia, or
 - (ii) the most recent address provided by a Motor Vehicle Owner in correspondence with the Billing Organization;
- (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 pursuant to an agreement referred to in section 3.(1);

“Board” means the Board of Directors of the Greater Vancouver 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;

“Designated Toll”, or “DT” when used in a formula, 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 in relation to the collection of tolls, which have been authorized by resolution of the board of the Authority;

“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,
- (c) a police vehicle, including a vehicle owned or operated by a law enforcement agency of Canada or the Province of British Columbia,
- (d) a vehicle operated by or on behalf of the Department of National Defence, the Canadian Forces or a visiting force,
- (e) a transit bus owned or operated by or on behalf of the Authority or a subsidiary, and

- (f) a Motor Vehicle owned or operated by or on behalf of the Authority or a subsidiary, used for transit supervision, maintenance or mechanical support;

“**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;

“**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* of British Columbia;

“**Repeat Offender**” has the meaning set out in section 10.(5);

“**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 to be 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 9.(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 a Toll Invoice, together with interest owing in relation to the unpaid Toll Debt;

“Toll Device” 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 Toll Account from which a Designated Toll is to be paid, arising from the Motor Vehicle’s use of the Golden Ears Bridge;

Toll Grace Period” means the period that the Board determines by resolution (not to exceed 180 days) commencing from the Substantial Completion Date during which Designated Tolls will not be charged to users of the Golden Ears Bridge;

“Toll 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 Toll Invoice was sent was identified by detection of a Toll Device or by the reading of a Number Plate,
- (b) the date and time at which the Toll Device 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 Toll 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 a Toll Invoice;

“Toll Reader” means equipment located on the Golden Ears Bridge Project that detects Toll Devices; 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) If there is any question or a dispute as to whether a Motor Vehicle is a Car, Small Truck or Large Truck for the purposes of calculating the Designated Toll payable in respect of that Motor Vehicle, the Designated Toll applicable to such Motor Vehicle will be the Designated Toll applicable to a Car.

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.

4.(2) The Designated Toll referred to in subsection (1) is not payable in respect of an Exempt Motor Vehicle.

5. Leasing or Licensing of Toll Devices

5.(1) The Authority or the Billing Organization may issue and lease or licence a Toll Device to any Motor Vehicle Owner or Non-Resident Motor Vehicle Owner who requests a Toll Device upon execution of an agreement setting out the terms and conditions for such lease or licence. Such agreement will provide for payment of

- (a) a non-interest bearing security deposit (the “Security Deposit”) in the amount of \$10 (2003 dollars) adjusted in accordance with the consumer price index formulae set out in sections 6.(1) and 7.(1) respectively, except that the references in those formulae to Designated Toll shall be replaced by references to Security Deposit; and
- (b) a monthly fee (the “Monthly Fee”) in the amount of \$1 (2003 dollars) adjusted in accordance with the consumer price index formulae set out in sections 6.(1) and 7.(1) respectively, except that the references in those formulae to Designated Toll shall be replaced by references to Monthly Fee;

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

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

6.(1) The Designated Toll upon the Toll Commencement Date and continuing until the Toll Adjustment Date for Cars equipped with a Toll Device will be an amount equal to \$2.50 (2003 dollars), adjusted in accordance with the following consumer price index formula:

$$\text{Designated Toll}^t = \text{Designated Toll}^{2003} \times \{ \text{CPI}^t / \text{CPI}^{2003} \}$$

Where:

Designated Toll^t = the Designated Toll that will be charged for Cars for the period beginning on the Toll Commencement Date and ending on the day before the Toll Adjustment Date. For example, if the Substantial Completion Date is November 1, 2008, and the Toll Commencement Date is December 1, 2008, the Designated Toll²⁰⁰⁸ will be the toll rate for Cars from December 1, 2008 until the day before the Toll Adjustment Date, being October 31, 2009.

Designated Toll²⁰⁰³ = \$2.50 for Cars.

CPI^t = the most recently published value of the all items consumer price index for Canada as published by Statistics Canada prior to the Substantial Completion Date adjusted by the best estimate by the Authority's auditors of the variation in value of the all items consumer price index for the period between the most recently published value by Statistics Canada and the Substantial Completion Date.

CPI²⁰⁰³ = the value of the all items consumer price index for Canada as published by Statistics Canada for 2003, that is, 122.3 (with 1992 = 100)

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

6.(2) Upon the Toll Commencement Date and continuing until the Toll Adjustment Date, the Designated Toll for Cars not equipped with a Toll Device will be the amount calculated in accordance with subsection (1) above for Cars equipped with Toll Devices plus \$1 (2003 dollars) (in sections 6, 7 and 8 called the "Non-Toll Device Differential", or where used in a formula, "NTDD") adjusted in accordance with the following consumer price index formula:

$$\text{Non-Toll Device Differential}^t = \text{Non-Toll Device Differential}^{2003} \times \left\{ \frac{\text{CPI}^t}{\text{CPI}^{2003}} \right\}$$

The definitions under the formula in subsection (1) apply, except that the reference to Designated Toll is replaced by a reference to Non-Toll Device Differential and \$2.50 is replaced by \$1.00.

The resulting Non-Toll Device Differential will be rounded to the nearest five cents (\$0.05).

6.(3) Upon the Toll Commencement Date and continuing until the Toll Adjustment Date, the Designated Toll for Small Trucks equipped with a Toll Device will be an amount equal to twice the amount of the Designated Toll for the same period for Cars equipped with a Toll Device calculated under subsection (1) as expressed by the following formula:

$$2 \times \text{DT}^t$$

6.(4) Upon the Toll Commencement Date and continuing until the Toll Adjustment Date, the Designated Toll for Small Trucks not equipped with a Toll Device will be an amount equal to twice the amount of the Designated Toll for the same period for Cars equipped with a Toll

Device plus the Non-Toll Device Differential calculated under subsection (2) as expressed by the following formula:

$$(2 \times DT^t) + NTDD^t$$

6.(5) Upon the Toll Commencement Date and continuing until the Toll Adjustment Date, the Designated Toll for Large Trucks equipped with a Toll Device will be an amount equal to three times the amount of the Designated Toll for the same period for Cars equipped with a Toll Device calculated under subsection (1) as expressed by the following formula:

$$3 \times DT^t$$

6.(6) Upon the Toll Commencement Date and continuing until the Toll Adjustment Date, the Designated Toll for Large Trucks not equipped with a Toll Device will be an amount equal to three times the amount of the Designated Toll for the same period for Cars equipped with a Toll Device plus the Non-Toll Device Differential calculated under subsection (2) as expressed by the following formula:

$$(3 \times DT^t) + NTDD^t$$

6.(7) Upon the Toll Commencement Date and continuing until the Toll Adjustment Date, the Designated Toll for Motorcycles equipped with a Toll Device will be one-half of the Designated Toll for the same period for Cars equipped with a Toll Device, as expressed by the following formula:

$$0.5 \times DT^t$$

6.(8) Upon the Toll Commencement Date and continuing until the Toll Adjustment Date, the Designated Toll for Motorcycles not equipped with a Toll Device will be one-half of the Designated Toll for the same period for Cars equipped with a Toll Device plus the Non-Toll Device Differential calculated under subsection (2) as expressed by the following formula:

$$(0.5 \times DT^t) + NTDD^t$$

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 Designated Toll for Cars equipped with a Toll Device 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 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 November 1, 2009 and the year is 2014, the Designated Toll²⁰¹⁴ will be the toll rate for Cars from November 1, 2014 until October 31, 2015.

Designated Toll^{t-1} = the Designated Toll that was charged for Cars 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 November 1, 2009 and the year is 2014, the Designated Toll²⁰¹³ was the toll rate for Cars from November 1, 2013 to October 31, 2014.

CPI^t = the value of the all items consumer price index for Canada as published by Statistics Canada in the year t. For example, if the Toll Adjustment Date is November 1, 2009 and the most recently published value of the all items consumer price index for Canada is July (the "Index Month"), CPI²⁰¹⁴ will be the all items consumer price index for Canada as published by Statistics Canada in July 2014.

CPI^{t-1} = the value of the all items consumer price index for Canada as published by Statistics Canada in the Index Month in the year t-1. For example, if the Toll Adjustment Date is November 1, 2009 and the year is 2014 and the Index Month is July, CPI²⁰¹³ will be the value of the all items consumer price index for Canada as published by Statistics Canada for July 2013

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

7.(2) Commencing on the Toll Adjustment Date and for each subsequent 12 month period thereafter, the Designated Toll for Cars not equipped with a Toll Device will be the amount calculated in accordance with subsection (1) for each such subsequent 12 month period for Cars equipped with a Toll Device plus the Non-Toll Device Differential adjusted for each such 12 month period effective on the respective anniversary dates in accordance with the following consumer price index formula:

$$\text{Non-Toll Device Differential}^t = \text{Non-Toll Device Differential}^{t-1} \times \{ \text{CPI}^t / \text{CPI}^{t-1} \}$$

Where, the definitions under the formula in subsection (1) apply except that the reference to Designated Toll is replaced by a reference to Non-Toll Device Differential.

The resulting Non-Toll Device Differential will be rounded out to the nearest five cents (\$0.05).

7.(3) Commencing on the Toll Adjustment Date and for each subsequent 12 month period thereafter effective on the respective anniversary dates, the Designated Toll for Small Trucks equipped with a Toll Device will be an amount equal to twice the amount of the Designated Toll for each such 12 month period for Cars equipped with a Toll Device as expressed by the following formula:

$$2 \times \text{DT}^t$$

7.(4) Commencing on the Toll Adjustment Date and for each subsequent 12 month period thereafter effective on the respective anniversary dates, the Designated Toll for Small Trucks not equipped with a Toll Device will be an amount equal to twice the amount of the Designated Toll for each such 12 month period for Cars equipped with a Toll Device plus the Non-Toll Device Differential calculated under subsection (2) as expressed by the following formula:

$$(2 \times DT^t) + NTDD^t$$

7.(5) Commencing on the Toll Adjustment Date and for each subsequent 12 month period thereafter effective on the respective anniversary dates, the Designated Toll for Large Trucks equipped with a Toll Device will be an amount equal to three times the amount of the Designated Toll for Cars equipped with a Toll Device as expressed by the following formula:

$$3 \times DT^t$$

7.(6) Commencing on the Toll Adjustment Date and for each subsequent 12 month period thereafter effective on the respective anniversary dates, the Designated Toll for Large Trucks not equipped with a Toll Device will be an amount equal to three times the amount of the Designated Toll for Cars for each such 12 month period equipped with a Toll Device plus the Non-Toll Device Differential calculated under subsection (2) as expressed by the following formula:

$$(3 \times DT^t) + NTDD^t$$

7.(7) Commencing on the Toll Adjustment Date and for each subsequent 12 month period thereafter effective on the respective anniversary dates, the Designated Toll for Motorcycles equipped with a Toll Device will be one-half of the Designated Toll for each such 12 month period for Cars equipped with a Toll Device as expressed by the following formula:

$$0.5 \times DT^t$$

7.(8) Commencing on the Toll Adjustment Date and for each subsequent 12 month period thereafter effective on the respective anniversary dates, the Designated Toll for Motorcycles not equipped with a Toll Device will be one-half of the Designated Toll for each such 12 month period for Cars equipped with a Toll Device plus the Non-Toll Device Differential calculated under subsection (2) as expressed by the following formula:

$$(0.5 \times DT^t) + NTDD^t$$

8. Prepayment of designated toll

8.(1) A Motor Vehicle Owner or a Non-Resident Motor Vehicle Owner, may in respect of a Motor Vehicle not equipped with a Toll Device by agreement (the "Prepaid Account Agreement") with the Billing Organization, from time to time, establish a prepaid account or a pre-authorized credit, debit or other payment mechanism arrangement (the "Prepaid Account") with the Billing Organization to enable the account holder to prepay Designated Tolls to the Billing Organization before use by the account holder of the Golden Ears Bridge during the period of time established in the Prepaid Account Agreement (the "Prepaid Account Period").

8.(2) If, at the end of any Prepaid Account Period, there are funds in the Prepaid Account, those funds shall be forfeited to and vest in the Billing Organization absolutely and the Motor Vehicle Owner or the Non-Resident Motor Vehicle Owner shall have no recourse to them unless the account holder establishes a new Prepaid Account at or prior to the expiry of the existing Prepaid Account Period.

8.(3) The Designated Toll for the class of Motor Vehicle identified in the Prepaid Account Agreement will be the same Designated Toll, from time to time, as established for the same class of Motor Vehicle referred to in sections 6 and 7 (Car, Small Truck, Large Truck or Motorcycle) equipped with a Toll Device plus an amount equal to one-half the Non-Toll Device Differential as calculated under sections 6 and 7. The resulting Designated Toll will be rounded to the nearest five cents (\$0.05).

9. Liability for Designated Tolls

9.(1) A Motor Vehicle Owner or a Non-Resident Motor Vehicle Owner may establish an account or a pre-authorized credit, debit or other payment mechanism (a "Toll Account") with the Billing Organization pursuant to an agreement (the "Toll Account Agreement") for the payment of Designated Tolls.

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

9.(4) If a Vehicle Identification Device detects a Motor Vehicle in respect of which no Toll Account has been established, a Toll 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 Toll Invoice is issued by the Billing Organization 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 Billing Organization 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 a Toll 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 Toll Invoice, or the payment mechanism established under the Toll Account Agreement failed to effect payment of the Toll Invoice, as the case may be;

must pay the Toll Invoice in full within 30 days of receipt of the Toll Invoice.

10.(2) 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 Toll Invoice, interest will accrue from and including the 31st day after receipt of the Toll Invoice at the Interest Rate on the resulting Toll Debt until the Toll Debt is paid in full.

10.(3) The Billing Organization will issue Toll Invoices within 30 days of the end of the billing period within which a Motor Vehicle was detected by a Vehicle Identification Device.

10.(4) 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 Toll Invoice rendered in respect of that Toll Debt, then the Billing Organization may at any time thereafter

- (a) if a Toll Device has been issued to the debtor, cancel the Toll Device without refunding any charge, Security Deposit or other monies paid in respect of the Toll Device;
- (b) in respect of that Toll Debt and any other subsequent Toll Debt that in the aggregate exceeds the Excessive Toll Debt, exercise the rights and remedies available under section 26(1)(f) and section 26(2)(d) of the *Motor Vehicle Act* of British Columbia. 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 Toll Invoice for \$10 is not paid within the 30 day period, the aggregate Toll Debt of \$30 entitles the Billing Organization to exercise the remedies under section 26.(1)(f) and 26.(2)(d); and
- (c) pursue such other rights and remedies available to the Billing Organization under the Act or the regulations and any other rights and remedies available to the Billing Organization at law for the collection of debts.

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

10.(6) The 150 day period of time in which the Billing Organization becomes entitled to exercise 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 Toll Device 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 Toll Device 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 Toll Device 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 Toll Device 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 Toll 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 Toll 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 Toll 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 Toll 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 Toll 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 Toll 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 an appeal 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.(4).

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.(4).

14. Interest Rate

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

15. Toll Invoice

15.(1) The Billing Organization must issue and send a Toll 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 Toll 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 by-law; 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 by-law 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 by-law.

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 by-law 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 Toll 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) Toll 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) Toll 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 20th day of July, 2005.

RECONSIDERED, PASSED AND FINALLY ADOPTED this 20th day of July, 2005.

Doug McCallum, Chair

Original signed

Carol Lee, Corporate Secretary