



Marine Heights Co-operative Homes Incorporated
21 Cliffside Drive, Unit 10
Scarborough, Ontario M1N 1K9
(416) 266-5865

By-law No. 27

PARKING BY-LAW

Passed by the Board of Directors on January 4, 2017

Confirmed by the members on January 31, 2017

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ARTICLE 1: ABOUT THIS BY-LAW

1.1 Introduction

This By-law states the basic rules for the co-op to provide parking for its members and the basic rights and obligations of the co-op and the members.

1.2 Priority of this By-law

(a) Conflict with other by-laws

This By-law governs over other co-op by-laws if there is a conflict. By-laws passed after this By-law can amend or add to this By-law, but they have to specifically state this.

(b) No unauthorized commitments

No one can commit to anything dealing with parking on behalf of the co-op unless authorized under this By-law. Any unauthorized commitment is not binding.

1.3 Repeal

The following by-law is repealed when this by-law becomes effective:

(a) Parking By-law (By-law No. 23)

1.4 Laws about Parking

(a) Main laws

In addition to this By-law certain laws affect parking at the co-op. These include the following laws in addition to other government requirements.

A. Highway Traffic Act

B. Toronto Municipal Code, Chapter 950 and Chapter 629

C. Ontario Fire Code

(b) Changing by-laws

If any part of this By-law breaks any laws, the board of directors will pass by-law amendments to correct the situation and submit them to the membership for approval. This could happen if there are changes in the laws or new interpretations.

1.5 Definitions

(a) Accessible Parking Permit

Only the person named on the permit may have priority on the parking space allocation and waiting list. Eligibility for a permit includes non-evident disabilities such as cardiovascular disease.

(b) Board

"Board" refers to those members elected to the Board of Directors by the members of the Co-op.

(c) Co-op

"Co-op" refers to Marine Heights Co-operative Homes Inc.

(d) Dead Bays

"Dead Bays" refers to spaces unsuitable for automobiles, vans, pick-up trucks parking due to their location.

(e) Derelict Vehicle

"Derelict Vehicles" include, but is not limited to, wrecked, dismantled, inoperative, discarded, unused, or unlicensed vehicles.

(f) E-Bikes and E-Scooter

E-Bikes and E-Scooters are power-assisted bicycles. You don't need a driver's licence, vehicle permit or licence plate to ride an E-Bike or E-Scooter.

(g) Garages

Garages refer to both 7 Garage and 33 Garage.

(h) Government requirements

"Government requirements" means the laws, regulations or agreements with government bodies that apply to co-ops. This includes the ones stated in section 1.4 (Laws about Parking).

(i) Long-Term Guests

Long-Term Guests are registered guests who reside in the co-op for 3 months or longer.

(j) Manager

In the By-law the co-op "manager" refers to the senior staff person. That person could have a different job title. Also, in some cases the board of directors or manager may authorize other staff members to perform some of the manager's duties mentioned in this By-law.

(k) Members

"Members" refers to those people whose names are listed on the Occupancy Agreement.

(l) Moped

Mopeds are motor-assisted bicycles. Mopeds require registration, licence plates, a driver's licence or vehicle insurance.

(m) Motor Scooter

A Motor Scooter refers to a limited-speed motorcycle. Motor Scooters require registration, licence plates, a driver's licence or vehicle insurance.

(n) Parking Space or Dead Bay Holder

A Parking Space or Dead Bay Holder refers to a Member or Long-Term Guest who rents a parking spot or dead bay.

(o) Parking Spaces

"Parking Spaces" refers to "spots" or "bays".

(p) Vehicle

A Vehicle refers to anything that is designed to transport persons or objects. For this By-Law, "Vehicle" refers to automobiles, vans, pick-up trucks, motorcycles, mopeds and motor scooters.

(q) Wheelchair, Mobility Scooter, Motorized Personal Mobility Device

A Motorized Wheelchair, Mobility Scooter and Motorized Personal Mobility Device are designed for and used by people whose mobility is limited by a condition or functional impairment. They do not require registration, licence plates, a driver's licence or vehicle insurance.

ARTICLE 2: GENERAL

2.1 RIGHT TO PARKING SPACES

- (a) Each household with a vehicle has the right to one parking space, if available.
- (b) The registered vehicle must be owned by the Member or their Long-Term Guest living in that household.

2.2 LONG-TERM GUEST PARKING

- (a) Members will be solely responsible for ensuring that all terms and conditions of this Parking By-law are met by their Long Term Guest.
- (b) Any violation of this By-law and subsequent action by the co-op will be enforced on the Member and not their Long-Term Guest.

2.3 PARKING SPACE ALLOCATION

- (a) The co-op assigns parking spaces on a first-come, first serve basis except for Members with an Accessible Parking Permit (see Article 5.2).
- (b) Space allocation is based on the size of the vehicle. Some spaces are suitable for smaller vehicles vs SUVs, vans or trucks.
- (c) If a member is assigned a parking space and they would prefer another parking space on the same level they can request the space in writing and be put on the waiting list for such space.

2.4 POWER OR MOTORIZED

The following power or motorized vehicles will not be eligible for a parking space or dead bay:

- (a) Motorized Wheelchairs, Mobility Scooters or Motorized Personal Mobility Devices
- (b) E-Bikes and E-Scooters

2.5 DEAD BAYS

- (a) Due to limited parking spaces in the garages motorcycles, mopeds and motor scooters can be parked in a Dead Bay.
- (b) The fee for a Dead Bay is subject to increases as approved by the Board of Directors. This additional fee must be paid at the same time as the Member's monthly housing charges, and under the same terms and conditions, as outlined in the Co-op by-laws.
- (c) It is the sole responsibility of the Member to ensure that Dead Bay charges are paid on time in full for them or their Long-Term Guest
- (d) A Dead Bay Holder may not sub-let a Dead Bay.

- (e) Dead Bays are for the sole purpose of parking of a motorcycle, mopeds and motor scooters. Storage of other items is not permitted.
- (f) Dead Bay Holders are expected to keep their motorcycle, moped and motor scooter in such a state of operation that they cause no excessive noise including running of the engine or pollution that could interfere with the reasonable enjoyment of the premises by other members.
- (g) Dead Bay Holders must park their vehicle in a way that does not interfere with the entry or exit of other vehicles.
- (h) Repairs or washing of a motorcycle, moped and motor scooter along with the use of any electrical equipment is prohibited in the garages.

2.6 AUTHORITY

The Co-op Office will accept a Request for Parking Space or Request for Motorcycle Parking Space/Dead Bay or Request for Moped/Motor Scooter Dead Bay forms along with the documents outlined in Article 3.1 for new Members. All other Member or Long-Term Guest requests must be approved by the Board of Directors.

2.7 LIABILITY

The Co-op assumes no responsibility for damages or loss to a Member or Long-Term Guests personal property or their vehicle while on the Co-op property.

ARTICLE 3 – REGISTRATION

3.1 REQUESTS FOR PARKING SPACE(S)

Members or Long-Term Guests must complete the Request for Parking Space Form (Schedule A) or Request for Motorcycle Parking Space Form (Schedule B) or Request for Moped/Motor Scooter Parking Space Form (Schedule C). Members must provide proof satisfactory to the Co-op of their Proof of Insurance, Vehicle Ownership, License and Accessible Parking Permit. Members must make arrangements satisfactory to the Co-op to show their valid original.

3.2 OUT OF PROVINCE

Members or Long-Term Guests moving into the Co-op that have an up to date but out of province License Plate will have ninety (90) calendar days from their move-in date into the Co-op, to transfer their vehicle(s) license plate to Province of Ontario plates.

3.3 PARKING SPACE AND DEAD BAY AVAILABILITY

- (a) If a parking space or dead bay is not available when a Member or Long-Term Guest makes a request their name will be put on a waiting list and notified if and when a parking space becomes available.
- (b) If a parking space or dead bay is not available, it is the responsibility of the Member or Long-Term Guest to find alternative parking.

- (c) A household may refuse a parking space and remain on the waiting list with the date the household was originally added to the waiting list.

3.4 VEHICLE PARKING INFORMATION

- (a) A Member must notify the Co-op immediately in writing if they no longer need a parking space(s) and/or dead bay(s).
- (b) When a Member ends their occupancy in the Co-op, the use of all parking space(s) and/or dead bay(s) will end as of their termination date.
- (c) The Parking Space Holder must notify the Co-op Office immediately if there is a change in vehicle and provide proof satisfactory to the Co-op of their Proof of Insurance, Vehicle Ownership, License and Accessible Parking Permit. Members must make arrangements satisfactory to the Co-op to show their valid original.
- (d) The Parking Space Holder will gain access to the garage with an assigned numbered key. They must immediately report a lost or stolen key to the Co-op Office.

3.5 USE OF PARKING SPACE

- (a) A Parking Space Holder not using their parking space may not authorize another Co-op Member, Long-term Guest, Casual Guest or visitor to use it.
 - (i) If a Member, Long-Term Guest, Casual Guest or visitor parks in someone else's space the Co-op will send a written warning to the Parking Space Holder and the Member or Long-Term Guest.
 - (ii) A second occurrence will result in the Board of Directors imposing a fine to the Parking Space Holder and the vehicle owner.
 - (iii) A third occurrence will result in the Board of Directors authorizing the loss of the parking space(s).
- (b) A Parking Space Holder may not sub-let their parking space.
- (c) Parking spaces are for the sole purpose of parking one vehicle. Any other items are not permitted in the parking space.
- (d) Parking Space Holders are expected to keep their vehicles in such a state of operation that they cause no excessive noise including running of the engine or pollution that could interfere with the reasonable enjoyment of the premises by other members.
- (e) Parking Space Holders must park their vehicle in a way that does not interfere with the entry or exit of other vehicles.
- (f) Repairs or washing of a vehicle along with the use of electrical equipment is prohibited in the garages.
- (g) Violators of this By-law will be issued one notice by the Board and after that the vehicle will be towed away at the owner's expense and risk.

3.6 MAINTENANCE OF PARKING GARAGE

- (a) The Co-op is responsible for the maintenance, repair and regular cleaning of the Parking Garage(s).
- (b) The Co-op will give Parking Space Holders notice when their vehicles must be removed for garage maintenance.
- (c) Parking Space Holders are responsible for keeping their parking space(s) and/or dead bay(s) free of garbage, debris, tires and household items.
- (d) Any spills or leaks in a parking space must be cleaned up immediately at the Parking Space Holders expense.
- (e) If a Parking Space Holder populates their assigned parking space with anything other than the registered vehicle assigned to that space, it may be removed and disposed of. If the Co-op incurs any expense due to the removal, the Parking Space Holder will be responsible for the incurred fees and will be held in arrears until such fees are paid in full.
- (f) Derelict Vehicles may be removed immediately and disposed of. If the Co-op incurs any expense due to the removal of the vehicle, the member household will be responsible for the incurred fees and will be held in arrears until such fees are paid in full.

ARTICLE 4 – PARKING CHARGES

4.1 SETTING THE CHARGE

- (a) The parking charges can be set only by a majority vote of the members at a general meeting. Members do this annually or more often as needed. A budget must be presented to the members for approval when they are asked to consider a change in parking charges. Existing charges continue until the members approve a change. The members may approve charges that are different from those proposed in the budget.
- (b) The fee for a Dead Bay is set and subject to increases as approved by the Board of Directors.

4.2 PARKING CHARGES DUE

- (a) Parking and Dead Bay charges are paid with the monthly housing charges as set out in the Occupancy By-law.
- (b) Housing charges are due each month before noon on the first business day of the month.

ARTICLE 5 – WAITING LISTS

5.1 GENERAL

- (a) There are two waiting lists for the garages at the Co-op. Generally, Buildings 1-17 hold parking spaces in 7 Garage and Buildings 19-35 in 33 Garage.
- (b) A parking space on C Level is allocated, if a space is available, when a new household moves into the Co-op or a household that currently does not rent a space applies for parking.
- (c) Any one parking on C level can request to have their name added to the waiting list for B level or A level parking. This request must be given to the office in writing. The date of the letter is used as the date requested for either B level or A level parking waiting list. If there is no date on the letter, the date the office receives the request would be the date used on the waiting list.
- (d) A household may refuse a parking space and remain on the waiting list with the date the household was originally added to the waiting list.

5.2 PRIORITIES

- (a) When there are no parking spaces available on any level, the Co-op must maintain a waiting list of those applying for parking, and rank them by the following criteria first and then by the date the Member or Long-Term Guest was added to the waiting list.
 - (i) Vehicle Drivers who hold an Accessible Parking Permit
 - (ii) Members who do not have a parking space
 - (iii) Members who already have a parking space
 - (iv) Long-Term Guests who do not have a parking space
 - (v) Long-Term Guests who already have a parking space
- (b) Attachment A, at the end of this By-law, outlines an example of the priority criteria for waiting lists.

5.3 REASSIGNING SPACES

- (a) When necessary to reassign a parking space to allow a member a first parking space, the order in which reassignment will occur is:
 - (i) Parking Space Holders with more than one parking space may have their parking space reassigned.
 - (ii) Second parking spaces will be revised and reassigned based on the date of acquisition of the second parking space.
 - (iii) The parking space most recently acquired will be reassigned first
- (b) Attachment A, at the end of this By-law, outlines an example of reassignment.

ARTICLE 6 - VIOLATIONS OF THIS BY-LAW

6.1 FIRST VIOLATION

- (a) Each member with a vehicle parked on Co-op property violating this By-Law shall receive: written notification from the Board describing
 - (i) The violation(s) and
 - (ii) The means to resolve the violation(s) and
 - (iii) A request for corrective action or a written reply and
 - (iv) A date corrective action or a written reply is expected by
- (b) If the situation persists past the date mandated in Article 6.1(a) (iv), then the member's vehicle will be towed at the expense of the owner of the vehicle.

6.2 MEMBER(S) RIGHT OF APPEAL


All members, and/or their representative, have the right to an appeal to the Board of Directors. Appeals shall be granted to review the violation(s) and/or the means to resolve the violation(s) of Article 6.1 of this By-Law. Written notice of appeal shall be received by the Board before the third day after receiving the first written notification.

6.3 GRIEVANCES AND COMPLAINTS


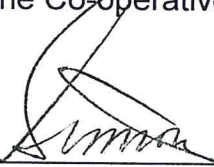
All grievances and complaints pertaining to violation(s) of this By-Law shall be:

- (a) In written form
- (b) Be dated
- (c) Clearly state the nature of the violation(s)
- (d) Be signed by the offended member
- (e) Be received by the Board of Directors

PASSED by the Board and sealed with the corporate seal of the Co-operative this 4th day of January, 2017.




President


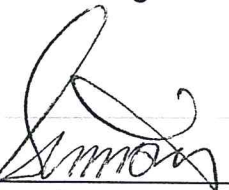
 

Secretary

CONFIRMED by at least two-thirds of the votes cast at a general meeting of members held on the 31st day of January, 2017.



President

Secretary

Schedule A
Marine Heights Co-operative Homes Incorporated

Request for Parking Space

Name of Member or Long-Term Guest (Please print)

_____ Member _____ Long-Term Guest

Unit address:

_____ Cliffside Drive, Unit # _____
 Scarborough, Ontario
 M1N 1K9

Parking Space Request

___ 1st space ___ 2nd space ___ 3rd space

Make of Car

Model

Year

Colour

License Plate Number

Proof of Insurance

Proof of Vehicle Ownership

Accessible Parking Permit

Holder's Name:

I acknowledge I received a copy of our Parking By-law and I have read and understood my basic rights and obligations as a Parking Space Holder.

 Signature

 Date

For Office Use only:

Date Assigned: _____ Garage #: _____ Level: _____ Space #: _____

Board Approval _____ Date: _____

Schedule B
Marine Heights Co-operative Homes Incorporated
Request for Motorcycle Parking Space/Dead Bay

Member or Long-Term Guest (please print) _____

_____ Member _____ Long-Term Guest

Unit address:

_____ Cliffside Drive, Unit # _____

Scarborough, Ontario

M1N 1K9

Parking Space Request

___ 1st space ___ 2nd space ___ 3rd space

Make of Motorcycle

Model

Year

Colour

License Plate Number

Proof of Insurance

Proof of Vehicle Ownership

For Dead Bay Request only

Make of Motorcycle

Model

Year

Colour

License Plate Number

Proof of Insurance

Proof of Vehicle Ownership

I acknowledge I received a copy of our Parking By-law and I have read and understood my basic rights and obligations as a Parking Space Holder.

Signature

Date

For Office Use only:

Date Assigned: _____ Garage #: _____ Level: _____ Space #: _____

Board Approval _____ Date: _____

Schedule C
Marine Heights Co-operative Homes Incorporated

Request for Moped/Motor Scooter Dead Bay

Member or Long-Term Guest (please print) _____

_____ Member _____ Long-Term Guest

Unit address:

_____ Cliffside Drive, Unit # _____

Scarborough, Ontario

M1N 1K9

Make of Moped/Motor Scooter _____

Model _____

Year _____

Colour _____

License Plate Number _____

Proof of Insurance _____

Proof of Vehicle Ownership _____

I acknowledge I received a copy of our Parking By-law and I have read and understood my basic rights and obligations as a Dead Bay Holder.

Signature

Date

For Office Use only:

Date Assigned: _____ Garage #: _____ Level: _____ Space #: _____

Board Approval _____ Date: _____

Attachment A

Example of Priority Criteria for Parking Waiting Lists

Member A, a current member of Marine Heights, applies for a parking space. A parking space is available on C Level. Member A looks at the parking space and advises the office that they do not wish to rent that particular parking space and remains on the waiting list. If Member A rents the C Level parking space they must write the Co-op to be placed on the waiting list(s) for A or B Level parking space.

Member B rents a B Level space. They are on the A Level waiting list. Member C, a holder of an Accessible Parking Permit, is on the A Level waiting list. Member B has been on the A Level waiting list longer than Member C.

Member C would be offered the parking space on A Level first. If Member C's wife is the holder of an Accessible Parking Permit, Member C would not be offered the parking space before Member B. An Accessible Parking Permit, issued by the City of Toronto, is held by the person with the disability not the vehicle(s) owned by the household.

Example of Reassignment

Member A has two parking spaces. The second parking space was acquired in 2000.

Member B has two parking spaces. The second parking space was acquired in 2012.

Member B's second parking space will be reassigned to allow a member a first space.

Parking By-law Procedures

1. Objectives of the Parking Procedures

The Parking By-law Procedures provide guidelines concerning how the Co-op will administer the assignment of parking spaces, registration of vehicles and parking waiting lists.

2. Parking and Dead Bay Space Requests

- (a) New Members will complete a parking registration form and provide proof satisfactory to the Co-op of:
 - I. Make of Vehicle
 - II. Model
 - III. Year
 - IV. Colour
 - V. Proof of Insurance Coverage for Public Liability and Property Damage
 - VI. Proof of Vehicle Ownership or granted use to a member by an employer or leased by a member from a known leasing company
 - VII. License Plate Number
 - VIII. Accessible Parking Permit, if applicable
- (b) Members must make arrangements satisfactory to the Co-op to show their valid original documents.

3. Board Approval of Requests

- (a) Any reassignment of parking spaces of a current Member or Long Term Guest must be approved by the Board of Directors. Members must provide proof satisfactory to the Co-op of the documents listed in Item #2.
- (b) Members must make arrangements satisfactory to the Co-op to show their valid original documents.

5. Parking Waiting Lists

There are waiting lists for each garage at Marine Heights. Generally, Buildings 1-17 households park in 7 Garage and households in Buildings 19-35 park in 33 Garage.

A parking space on C Level is allocated, if a space is available, when a new household moves into Marine Heights or a household that currently does not rent a space applies for parking.

A household parking on C Level must notify the co-op office in writing to be added to a B or A level parking space.

If a household wishes to park in another space on the same level they must put their request in writing to the co-op office. Their request will be flagged on the waiting list. When the parking space becomes available the member who requested the space is given priority. If they accept the parking space their space is offered to a member on the waiting list.

6. Motorcycle/Moped/Motor Scooters Dead Bay Fees

- (a) A Dead Bay Holder may have two motorcycles or two mopeds or two motor scooters in a Dead Bay. The Dead Bay Holder must be the owner of the motorcycles, mopeds or motor scooters. The fee is set at \$10 per month for each motorcycle or moped or motor scooter and subject to increases as approved by the Board of Directors.

7. Parking Space Holder Violation Fines

A Parking Space Holder not using their parking space may not authorize another Co-op Member or Long-term Guest, Casual Guest or visitor to use it. A second occurrence will result in the Board of Directors imposing a fine to the Parking Space Holder and the vehicle owner of \$20.00.

8. Parking Garage Key

- (a) A Member or Long-Term Guest must report to the Co-op office immediately when they lose their parking garage key.
- (b) The Member or Long-Term Guest must pay \$10.00 for a replacement key.

