**QUARRY CO-OPERATIVE INCORPORATED**

**PARKING POLICY**

**No. 1 Dated March 12, 2013**

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Approved by the

Board of Directors

Dated March 12, 2013

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**QUARRY CO-OPERATIVE INCORPORATED PARKING POLICY**

**The following rules and regulations in this parking policy apply to Visitors, Members and their Guests.**

**The parking rules and regulations outlined in this policy are in effect as of March 12, 2013 and will remain in effect until further notice.**

**Failure to comply with these rules and regulations may result in vehicles being ticketed and/or towed at the vehicle owner’s risk and expense.**

**Violation of these parking rules and regulations by a Member, their Guests or Visitors may result in a Member’s unit having their parking privileges in the Co-op revoked, subject to review by the Board of Directors (BOD).**

**Failure to abide by these rules and regulations by Members of the Co-op, their Guests or their Visitors may be used as grounds for a Members eviction from the Co-op.**

**Any violation of the Co-op parking rules and regulations may be enforced by the City of Ottawa Deputized Parking Officers, City of Ottawa By-Law Officers or the Ottawa Police.**

**Identified handicapped/disability parking areas are for the strict use for vehicles displaying their legal permits, according to the City of Ottawa By-Laws.**

1. **PURPOSE**

1.1 The purpose of this statement is to make clear the Co-op’s policy on parking and operation of vehicles on the Co-op property. It is intended to allow fair and equal access to members and to visitors.

1. **DEFINITIONS**

**“DERELECT VEHICLE”**

 Shall mean any vehicle that is inoperable, or does not have a valid licence plate, or valid and up-to-date vehicle insurance.

**“FEES”**

 Shall mean Housing Fees, Housing Charges, Rent, Parking Fees, Parking Charges or any Monies owed to the Quarry Co-op.

**“GUEST(S) (SHORT or LONG TERM)”**

 Shall be identified as per the Quarry Co-op`s By-Laws.

**“MEMBERS”**

 Shall include those people whose names are listed on the Quarry Co-op Occupancy Agreement

**“PARKING AREAS”**

 Shall be identified as parking “Areas”, “Spots” or “Spaces”

**“QUARRY CO-OP/QUARRY CO-OPERATIVE”**

 Shall be identified as the “Co-op”

**“VEHICLE”**

Shall be a “Motor Vehicle” but not a “Trailer” as defined under the Ontario Highway Traffic Act, latest edition/revision.

**“VISITOR”**

 Shall be any non-resident of the Co-op, driving and or parking on Co-op property for social, personal or business reasons.

1. **PROOF OF RESIDENCY**

3.1 The Co-op`s, Deputized Parking Officers, Board of Directors or its Property Management Company, reserves the right, and at its sole discretion to request any person parking on Co-op Property, to provide proof of residence (any photo identification which includes their address). Proof of residence must be provided immediately upon request.

1. **NO DERELICT VEHICLES ON CO-OP PROPERTY**

4.1 All vehicles parked on Co-op property must be roadworthy, licensed and insured. Any derelict vehicle found on Co-op property may be towed or removed without notice at the vehicle owner’s risk and expense.

1. **VISITOR’S PARKING AREAS**

5.1 Members or their Long-Term Guests are not to park any vehicle in visitors parking areas at any time. These parking areas are for visitors only.

5.2 No vehicle may be parked in the Visitor Parking Areas from 12:00 a.m. to 7:00 a.m. without a Special Visitor Parking Permit. This will include any day of the year. These Special Visitor Parking Permits can only be obtained from the Co-op Office.

5.3 It is the member’s responsibility to obtain a Special Visitor Parking permit for their visitors if they wish their visitors to park in the Co-op Visitor Parking Areas between the hours of 12:00am to 7:00am. A special visitor’s parking permit must be obtained from the Co-op office during regular office hours. If the office is closed Members must contact the visitor parking registration Phone Line at 613-422-4738 and provide the Make, Colour, Plate Number, Unit Number, Date of Call and where the Vehicle is parked, Phase I or II.

5.4 Visitors must have the Special Visitor Parking Permit clearly visible in the interior of their front window of their vehicle showing the unit number they are visiting.

5.5 No work of any type is to be performed on vehicles while parked in Co-op Visitor spaces with the exception of flat tires or obtaining a boost.

5.6 The Co-op assumes no responsibility for damages or loss to the visitor`s personal property or their vehicle while on the Co-op Property. Use of the visitor parking is solely at the risk of the vehicle owner.

5.7 All Parking Complaints must be made by members and not by their visitors or their guests. They must be submitted in writing to the Co-op Office and should be dropped off into the Office’s mail slot at 3275 McCarthy Road (Phase 1) Unit 51. The complaint must include the members Unit and Phase number.

5.8 Boats on trailers, non-motorized trailers, and non-motorized campers, may be parked in a Member’s designated parking spot, only during the annual period starting April 1st and ending October 31st. If a Member uses their designated parking space to park, boats on trailers, non-motorized trailers or non-motorized campers, then their vehicle designated for that parking spot, must be removed from Co-op property during that period. Boats on trailers, non-motorized trailers and non-motorized campers must be removed from Co-op property before November 1st of any given calendar year. Member’s guests or visitors must not park non-motorized trailers, boats on trailers, non-motorized camper or any other non “motor vehicle”, as set out under the Ontario Highway Traffic Act or any other applicable Federal or municipal by-law or regulation, in any Co-op parking spots.

1. **MEMBERS PARKING AREAS**

6.1 All Units in the Co-op will have one (1) parking space designated to their Unit, which will be included in their monthly fees. One additional parking space per unit may be applied for at the Co-op Office. Only Vehicles as defined in the Definitions Section of this Parking policy will be considered for an additional parking space. The vehicle to be parked in the additional parking space must be owned by the Member or their Long-Term Guest living in that Unit. Members will be solely responsible for ensuring that all terms and conditions of this Parking Policy are met by their Long-Term Guest. Any violation of this Policy and subsequent disciplinary action will be enforced on the Member and not their Long-Term Guest. Due to limited space, any request and approval for a second parking spot will be on a first come, first serve basis and at the sole discretion of the Board of Directors or Property Manager.

6.2 At present, the fee for an additional parking space is $30.00 per month and is subject to increases as approved by the Board of Directors. This additional parking fee must be paid at the same time as the Member’s Monthly Fees, and under the same terms and conditions, as outlined in the Co-op By-Laws. It is the sole responsibility of the Member to ensure that parking fees are paid on time and in full for both them and of their Long-Term Guests. Payment can be made by either a separate payment or combined with the Member’s Fee payment.

6.3 All members or Long Terms Guests of the Co-op who own a vehicle and wish to park that vehicle on Co-op property must registertheir vehicle(s) with the Co-op Office. They must provide the Co-op Office, their Name, Unit Number, Telephone Number, Proof of Vehicle Ownership(s), Proof of Insurance and the License Plate Number(s) of each vehicle(s), they wish to park on Co-op Property.

6.4 Members 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.

6.5 The Co-op Office must be notified, in writing of any and all changes regarding the information requested in Section 4, Article 6.4 above.

6.6 The Co-op Office will provide a letter authorizing parking privileges to all members or Long-Term Guests who have registered their vehicle(s) for parking on Co-op property. This letter will be issued once the Member or Long-Term Guest has submitted all of the necessary documentation as per Section 6, Article 6.3 above.

6.7 If a dispute arises as a result of who has the right to park in a particular parking spot, then the Co-op Parking Letter will take precedence. The Co-op`s, Deputized Parking Officer, Board of Directors or its Property Management Company, reserves the right and at its sole discretion to request any Member or Long-Term Guest, to provide a copy of their Parking Letter. If the Member or Long-Term Guest provides their Parking Letter and it identifies that the parking spot in question is theirs, then the person wishing to or has parked in that spot will be requested to move their vehicle immediately or be ticketed and/or towed at the Owner’s expense. If the Parking Letter cannot be provided by the Member or Long-Term Guest, then the decision on how to resolve the dispute will rest with the person looking into the matter.

6.8 New Members moving into the Co-op who do not own a vehicle when moving-in, will be issued a letter by the Co-op Office identifying the parking spot that has been to their unit.

1. **USE OF ROADWAYS**

7.1 Vehicles may not be parked or stopped on any Co-op Roadway or any designated Fire Lane, as outlined in the City of Ottawa Parking By-Law.

7.2 Vehicles may not be parked or stopped in such a way as to interfere or block any roadway, walkway/sidewalk, parked vehicle, and another member’s ability to park their vehicle, garage, shed or loading area.

1. **USE OF PARKING AREA**

8.1 A member not using their parking space may authorize another Co-op member to use it. Long Term Guests no longer needing or using their parking space must inform the Co-op Office immediately. The Co-op Office will return that parking space to the Co-op inventory list of vacant and available parking spaces. In order to ensure proper parking controls, the authorization must be provided in writing to the Co-op office. Before proceeding to use another member’s parking spot, the request must be approved by the Co-op office. If the member authorizing the use of their parking spot moves out of the Co-op then their spot(s) is to be returned to the unit for the new member(s).

8.2 Plug-in extensions cords must not be left connected to the electrical posts when a vehicle is not being plugged in.

1. **PARKING POLICY FOR CO-OP PARKING AREAS**

9.1 This Parking Policy has been prepared by the Co-op Board of Directors and reviewed by Co-op’s Legal Services.

9.2 Complaints or Disputes that cannot be handled by members alone can be brought to the attention of the Co-op Property Manager or the Board of Directors and must be provided in writing or by e-mail with a signed copy of the e-mail forwarded to the Co-op office, before any action is to take place.

9.3 Members or Long-Term Guests wishing to move their vehicle from its designated parking space to a different parking location must seek approval from the Co-op Property Manager. The Co-op Property Manager must be advised in writing if members or Long-term guests wish to do this.

9.4 Parking on any and all grass areas is prohibited. Vehicles must not, at any time impede Members or Long-Term Guests from going about their normal business

9.5 Members or Long-Term Guests are responsible for removing their vehicle(s) for snow removal. If a vehicle(s) is not removed and prevents the Snow Removal Contractor from removing the snow, then members or Long-Term Guests must remove the snow themselves from their parking spaces as well as the snow from the parking spaces of members and Long-Term Guests on both sides of their parking areas, within 24 hours after the snow fall. If a Member or Long-Term Guest is unable or unwilling to remove the snow from their parking area(s), then removal of the snow will be performed on their behalf, at a maximum cost of $50.00 per cleaning per snow fall, $25.00 per side of their parking spot, which will be charged back to the Member.

9.6 Member’s Guests or Visitors must not park in any vacant parking areas, other than what has been designated for them.

9.7 Members or their guests must park between the yellow lines of their designated Parking areas and not outside of the actual space provided.

1. **IDENTIFICATION AND REGISTRATION OF MEMBERS’ VEHICLES**

10.1 The licence numbers of all vehicles owned or operated by members or Long-Term Guest must be registered with the Co-op office in order to be considered eligible to park on Co-op property.

1. **MAINTENANCE OF VEHICLES**

11.1 Members or Long-Term Guests are expected at all times to keep their vehicles in such a state of operation that they cause no excessive noise or pollution that could interfere with the reasonable enjoyment of the premises by other members.

11.2 Major repairs (motors, transmissions, mufflers, auto body, etc.) may not take place on Co-op property at any time. Any spills or leaks must be cleaned up immediately at the members or Long-Term Guests cost.

11.3 Changing of tires and washing of members or Long-Term Guests vehicle(s) may be done, but only during daylight hours and only in the member’s or Long-Term Guest’s designated parking space.

CERTIFIED to be a true copy of the Quarry Co-operative Inc., Parking Policy passed by the Board of Directors at a meeting held on the 12th day of March 2013 and confirmed by a majority vote.

Corporate Secretary President

Date Date