



BROOKS CO-OPERATIVE HOMES INC.

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By-law No. 8

Parking By-law

Passed by the Board of Directors on October 11, 2023

Confirmed by the Membership on November 1, 2023

Amended by the Board of Directors on May 22, 2024

Confirmed by the Membership on May 29, 2024

1. About This By-law

i. Introduction

This By-law sets out rules and regulations pertaining to the parking lots of the Co-operative including parking for members, visitors, staff, and contractors of the Co-operative. Parking at Brooks Co-operative Home Inc., (hereafter known as “The Co-op”) is a privilege and not a right for the Membership. For this By-law, the term ‘member’ shall include long-term guests or members of a household. **For this By-law, the term ‘motor vehicle’ shall include an automobile, motorcycle, motor-assisted bicycle, and any other vehicle propelled or driven other than by muscular power.**

ii. Priority of the By-law

- a) In case of any conflict between this By-law and the Co-op’s Occupancy By-law or Organizational By-law, the latter By-laws will prevail.
- b) This By-law repeals, takes the place of or amends all other by-laws, policies or resolutions that deal with the parking rules and regulations for Brooks Co-operative Homes Inc.

2. Member Parking

- i. One parking space will be made available as necessary for each of the units at the Co-op.
- ii. Typically, units may have up to two parking spaces maximum per household. A third parking space may be allocated to a household pending lottery availability.
- iii. Each unit is responsible for maintaining their assigned parking space, as well as the area in front of their parking space in a clean condition. Parking may not be used for storage, for example bicycles, tires, sports equipment etc. Only one motor vehicle is permitted in a parking space assigned to a unit.
- iv. Parking fees are levied per space.
 - a) The cost of each parking space shall be set by the Membership during the annual operational budget. This amount cannot be increased unless during a meeting of the Membership.
 - b) The cost of a secondary parking space for an individual unit will be \$100.00 per month, payable on the first business day of the month.
- v. From April 16 to November 14 of every year, the Co-op will designate parking spaces, #23 and #24 to allow parking of any motorcycle, e-bike, moped, etc. Each parking space will allow for the parking of up to two of these motor bikes, at a cost of \$50.00 per motor bike, per month. A unit may opt to occupy an entire parking space with **one** motor bike. In this case, the cost of this parking space is \$100.00 per month. These motor bikes must be removed from Co-op property by 12:00am (midnight) on November 15 of every year. Failure to do so will result in the motor bike being tagged or towed at the owner’s expense.

3. Eligibility Requirements for Parking Spaces

- i.** One parking space is assigned to every unit.
 - a) A unit is not allowed to sublet, lease, or lend their assigned parking space to another unit.
 - b) As per the Occupancy By-law, a unit is not allowed to profit from the use of any part of their unit, including their assigned parking space(s).
 - c) A unit wishing to park two or more motor vehicles on Co-op property must enroll in the annual parking lottery draw.
- ii.** A unit must have current ownership and insurance for their motor vehicle(s) to park on Co-op property.
 - a) A unit that does not provide this information to the Office will not be permitted to park on Co-op property and will be subject to their motor vehicle being tagged and/or towed at the owners' expense.
 - b) A unit with a work motor vehicle not owned by any person in the members' household must provide a letter from their employer, on company letterhead, in addition to a copy of the motor vehicle ownership and insurance.
 - c) The following parking spaces are assigned to the annual parking lottery:
 - Parking space #'s 9 – 18 (formerly designated as visitors' parking)
 - A parking space that would normally be assigned to a unit, where that unit does not currently own a motor vehicle and does not pay for the parking space
- iii.** All motor vehicles must be registered with the Office.
 - a) Any motor vehicle parked on Co-op property must have a visible parking tag provided by the Office and displayed on the windshield, dashboard or hung on their rear-view mirror. All parking tags are numbered and correspond with the parking space. Failure to do so will result in the motor vehicle being tagged and/or towed at the owners' expense. Visitor motor vehicles are exempt and are permitted to park in an assigned visitor parking space on Co-op property.
 - b) A unit is required to advise the Office if there is any change in motor vehicle, the license plate on a motor vehicle, a license plate is transferred to another motor vehicle, or if they are driving temporary motor vehicles such as rented or borrowed motor vehicles which must be parked on the Co-op's property. Failure to do so will result in the motor vehicle being tagged and/or towed at the owners' expense.

- iv. Should a unit require an additional parking space, the unit shall complete an application to be included in the parking lottery draw, which will be held annually at the Annual General Meeting of the Membership (AGM). Rules for the parking lottery are contained within section 4 of this By-law.
- v. If a unit without a parking space obtains a motor vehicle and requires a parking space, the unit must provide a copy of the motor vehicle ownership and insurance to the Office. At the first Board of Directors meeting following receipt of the unit's motor vehicle ownership and insurance, a parking lottery draw will be conducted including all units currently occupying more than one parking space. All units currently occupying additional parking spaces will be invited to attend this meeting. The first unit drawn will forfeit their additional parking space. Regardless of which unit is drawn, the parking space originally allocated to the unit that has obtained a vehicle will be returned to said unit. The existing allocation of additional parking spaces will be reallocated. Additional parking spaces will not be vacant for more than forty-five (45) days prior to the Annual General Meeting of the Membership.
- vi. A member living with a physical challenge or disability may make a formal request to the Office to have their parking space relocated. A doctor's note or certificate is required at the time of the request. A member without a physical challenge or disability may be reassigned to another parking space by the Office to accommodate this member who made the formal request.

4. Annual Secondary Parking Space Lottery Draw

- i. The annual parking lottery draw for units to obtain a secondary parking space will be held at the Annual General Meeting of the Membership, which is held annually in June or July.
- ii. A minimum of ten (10) secondary parking spaces will be made available. This number may increase depending on the number of units that do not pay for a primary parking space.
- iii. A unit is permitted one entry into the parking lottery draw, regardless of the number of vehicles owned by the unit.
- iv. Units wishing to participate in the annual parking lottery draw must submit an application to the Office no later than 12:00pm (noon) on the day of the Annual General Meeting of the Membership. The application must be accompanied by a copy of the current registration and insurance for any additional motor vehicle, and letter from employer, if applicable. Late and/or incomplete applications will not be permitted for entry into the draw. The application form may be obtained from the Office or online.
- v. After the draw has been completed, additional parking spaces will be assigned to the applicable units at the Annual General Meeting of the Membership. Units are permitted

to swap the additional parking space they have been assigned with another unit's additional parking space only once, at the same meeting.

- vi. Additional parking spaces are assigned to units effective August 1st, following the annual lottery draw. The assignment of additional parking spaces will expire annually, on July 31st. Assignment of additional parking spaces may expire earlier than July 31st, in the case that a unit without a motor vehicle obtains a motor vehicle (in accordance with section 3.v)
- vii. If there are less applications for the parking lottery than the number of additional parking spaces available, a unit owning more than two motor vehicles may apply for a third parking space, or more. The cost for additional parking spaces will be \$100.00 each, per month, payable on the first business day of each month.

Should a unit with more than one motor vehicle request an additional parking space, and there are no additional parking spaces available because a unit has been allocated a third parking space, or more, that unit with the third parking space or more will be required to forfeit the parking space within 14 days. Monthly parking charges for additional parking spaces will be prorated.

5. Visitor Parking

- i. **The Purpose of Visitor Parking Spaces:** is to provide parking for visitors to the Co-op.
 - a) No member has the right to park their vehicle in a space designated as "Visitors' Parking." This is the case whether the space is designated as visitors' parking 24/7, or only at certain times of the day, week, or year.
- ii. **Unit Responsibility:** A unit is responsible for their visitor(s) and must ensure that they are parked in the designated visitor parking spaces.
- iii. **Accessible Parking:** The two accessible parking spaces beside the Contractors' parking space are for the purpose of visitors to the Co-op. At no time are members of the Co-op with an accessible parking tag allowed to use these parking spaces for their own motor vehicle, as per the City of Mississauga's *Accessible Parking By-Law 0010-2016*.
- iv. **Fees for Visitors' Parking:** at the discretion of the Board of Directors, fees may be levied for the use of visitors' parking.
 - a) This may be for such reasons as the ability to enforce the parking rules and regulations at Brooks, to discourage abuse of visitors parking by units, or to offset the cost of enforcement of the parking rules at Brooks.

6. Rules that Apply to all Parking at Brooks Co-operative Homes Inc.

- i. **Derelict Motor vehicles:** At no time shall a derelict motor vehicle be parked on the Co-op's property.
 - a) A derelict motor vehicle is defined as any motor vehicle which does not have current ownership, insurance, and license plate and/or is not in running condition. Running condition is defined as the ability of the motor vehicle to always move off the Co-op's property under its' own power.
 - b) Derelict motor vehicles are subject to being tagged and/or towed, at the owner's expense.

- ii. **Disallowed Motor vehicles:** These are the motor vehicles prohibited from having an assigned parking space at Brooks Co-operative as per the City of Mississauga's *Zoning By-Law 0225-2007*.
 - a) Units may not park recreational motor vehicles on Brook's property. Recreational vehicles can be defined as Boats, Campers, Trailers, and Mobile Homes.
 - b) Units may not park oversized motor vehicles on Brook's property. Oversized motor vehicles include School Buses, Coaches, Cube Vans, and Box Trucks.

- iii. **Repairs:** No major repairs to motor vehicles are permitted on Co-op property.

- iv. **Washing Motor vehicles:** For environmental reasons, washing motor vehicles on Co-op property is strictly prohibited.

- v. **Fire Route:** All motor vehicles parked on the fire route shall be towed, as per the City of Mississauga's *Fire Route By-Law 1036-81*.

- vi. **Staff and Contractor Parking:** The contractor parking space and parking space #47 are designated for the use of staff and contractors of the Co-op.
 - a) The use of these spaces is strictly forbidden between 7:30AM and 8:30PM Monday to Friday on regular business days. After this time, and on weekends and statutory holidays, these spaces shall revert to visitor parking spaces. Regular rules for visitor parking will apply.

- vii. **Snow Removal Parking:** These spaces, #23, and #24, are designated for the use of snow storage during the winter season.
 - a) The use of these spaces is strictly forbidden at any time between the dates of November 15th and April 15th of every year.
 - b) Between April 16th and November 14th of every year, the use of these spaces shall revert to seasonal parking for motor bikes, as referred to in article 2v.

7. Breach of By-law by Members

- i. Enforcement:** the City of Mississauga, contracted towing contractors, staff employed by the Co-operative and those with a contract to enforce the rules enclosed within this By-law have the right to enforce these rules as per the City of Mississauga's *Traffic By-law 555-00*.
 - a) All units and their visitors must adhere to these rules and regulations. Failure to adhere will result in the motor vehicle being ticketed and/or towed off the property. The owner of the ticketed and/or towed vehicle is responsible for all costs pertaining to the motor vehicle being towed and stored.
- ii.** Violation of any of the provisions in this By-law may result in a unit losing parking privileges at the Co-op.

8. Privacy and Confidentiality

The Co-op will comply with the *Personal Information Protection and Electronic Documents Act (PIPEDA)* when collecting personal information from units. The Co-op must use the information only for the purpose for which it was collected and protect the information collected from unauthorized sharing, use and disposal.

CERTIFIED to be a true copy of By-law No.8 of Brooks Co-operative Homes Inc.

_____ c/s
Secretary: Cathy Cetrullo