

Highway - Street

Chapter 0500 Parking - Driving On Boulevards

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Schedule

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Article 1 - Short Title

500.1.1 Citation

This Chapter shall be known as the "Boulevard Parking By-law".

Article 2 - Interpretation

500.2.1 Boulevard - defined

"boulevard" means that area on a street which has a curb, between the curb and the property line and on a street which has no curb but has a sidewalk, the grassed area on either side of the sidewalk up to the property line and on all other streets, the grassed area between the edge of the roadway and the property.

500.2.2 Intersection - defined

"intersection" means the area embraced within the prolongation or connection of the lateral curb lines or, if none, then of the lateral boundary lines of two or more roadways which join one another at an angle, whether or not one crosses the other.

500.2.3 Street - highway - defined

"street or highway" includes a common and public highway, street, avenue, roadway, parkway, lane, alley, driveway, square, place, bridge, viaduct or trestle, designed and intended for or used by, the general public for the passage of vehicles.

500.2.4 Vehicle - defined

"vehicle" means a motor vehicle, trailer, traction engine, farm tractor, road-building machine and any vehicle drawn, propelled or driven by any kind of power, but not including the cars of electric or steam railways running only upon rails.

Article 3 - Parking - Prohibitions

500.3.1 Boulevards - residential - commercial – industrial

Subject to Sections 500.3.2 through 500.3.4 inclusive, no vehicle shall be parked on a boulevard within the City of Woodstock in any area zoned for residential uses or on any boulevard abutting a residential dwelling in a commercial or industrial zone.

500.3.2 Exception - no garage - on residential property

Section 500.3.1 shall not apply where no garage exists on the residential property adjoining such boulevard.

500.3.3 Exception - parking area - impractical

Section 500.3.1 shall not apply where there is less than 2.5 metres between the dwelling on the adjoining property and its side and/or rear lot yard or the grades on such adjoining property make the construction of a driveway or parking area impractical.

500.3.4 Exception - parking agreement - City - lease

Section 500.3.1 shall not apply where the owner or occupant of the adjoining property has entered into an agreement with the City of Woodstock to lease parking space on the boulevard.

500.3.5 Exception - parking - previously permitted

Section 500.3.1 shall not apply before January 1, 1990, to any boulevard or portion of a boulevard used for parking purposes on the date of passing of this Chapter.

500.3.6 Exception - parking - lease - application – previous

Section 500.3.1 shall not apply before January 1, 1995, to any boulevard or portion of a boulevard used for parking purposes on the date of passing of this Chapter for which the owner or occupant of the adjoining property using such parking area has applied to the City of Woodstock for an agreement to lease such space and the application is pending, or has been refused because the adjoining property can accommodate a permitted parking space and the owner or occupant is diligently pursuing the construction of a parking space on such adjoining property.

Article 4 - General Provisions

500.4.1 Commercial - industrial - zone - surface – requirements

No vehicle shall be parked on a boulevard within the City of Woodstock in a commercial or industrial zone, commercially or industrially used unless and until such portion or portions of such boulevard upon which parking is proposed has been properly graded, compacted and surfaced with asphalt or portland cement binder to provide a permanent durable and dustless surface to the satisfaction of the Engineer, and that driveway ramps have been provided for access from the travelled portion of the street to such boulevard in accordance with the limitations set out in the Zoning By-laws of the City of Woodstock and an agreement for same has been entered into between the owner or occupant and the City of Woodstock.

500.4.2 Sidewalks - distance from - marking – requirements

Where a sidewalk has been constructed within a portion or portions of a boulevard in respect to which parking is permitted under this Chapter, no vehicle or any part thereof shall be parked at a lesser distance than 0.60 meters from either edge of such sidewalk and the Engineer may require any person so using such boulevard to indicate the aforementioned limit by the painting of a white line, or when necessary to construct a suitable curbing or other protective.

500.4.3 Intersection - minimum distance from

In no instance shall any vehicle be allowed to park on a boulevard in areas

specified in Sections 500.3.1 through 500.3.4 inclusive within 15.24 meters of the intersection of any street or highway.

500.4.4 Driving - on boulevards - prohibited - exception

No vehicle shall be driven on any boulevard, except where parking is permitted under the provisions of this Chapter, or except for the purpose of directly crossing a boulevard at a driveway or other designated crossing. By-law 6593-88, December 15, 1988.

Article 5 - Enforcement

500.5.1 Fine - for contravention

Every person who contravenes any of the provisions of this Chapter is guilty of an offence and upon conviction is liable to a fine or penalty as provided in the *Provincial Offences Act*. By-law 7139-94, June 2, 1994.

Article 6 - Repeal - Enactment

500.6.1 By-law - previous

By-law 4021-65 is hereby repealed.

500.6.2 Effective date

The by-law upon which this Chapter is founded came into force and took effect as of third and final reading thereof. By-law 6593-88, December 15 1988.

Schedule

Schedule `A' - Agreement - Boulevard Parking

Standard Agreement for Boulevard Parking

This Agreement made in duplicate this day of . 19. . .

Between:

The Corporation of the City Of Woodstock
(hereinafter called "the Corporation")

Of The First Part

And

(hereinafter called "the Lessee")

Of The Second Part

WHEREAS by section 310 of the *Municipal Act*, R.S.O. 1980, c. 302, as amended, the Corporation is authorized and empowered to pass by-laws and lease the untravelled portions of certain highways to the owners or occupants of adjoining properties;

AND WHEREAS the Lessee has applied to the Corporation for permission to use for the purpose of parking motor vehicles the land and premises, hereinafter called "the leased premises" as shown on City of Woodstock Plan # dated a copy of which is attached to and forms part of this agreement, being an untravelled portion of highway adjacent to in the City of Woodstock, upon the terms and conditions hereinafter set forth.

NOW THEREFORE THIS AGREEMENT witnesseth that in consideration of the premises and the mutual covenants herein contained the parties hereto covenant and agree each with the other as follows:

- 1) The Corporation leases to the Lessee the leased premises for the term of five years from and including the day of , 19 , provided the parking arrangement on the leased premises is constructed and maintained in accordance with City of Woodstock Plan #
- 2) The Lessee shall pay in advance to the Corporation at the commencement of the said term and thereafter on each anniversary date thereof during the said term the sum of \$ per year. Failure of the Lessee to pay such sum to the Corporation within thirty (30) days following any due date shall immediately terminate this agreement and render it null and void.
- 3) The Lessee shall also pay all applicable realty and/or business taxes assessed against the leased premises. Failure to pay any such taxes within thirty (30) days of the due date shall immediately terminate this agreement and render it null and void.
- 4) Prior to the commencement of any construction on or use of the leased premises, the Lessee shall contact the Engineer for approval to ensure that all construction and works in conjunction with the said Plan shall be in accordance with the specifications of the Engineer.
- 5) The conditions hereby imposed and any works to be carried out on the leased premises are to be completed within ninety (90) days from the date of this agreement, weather permitting, or by such other date as may be specified by the Engineer, otherwise the agreement shall be null and void and immediately terminated.
- 6) The Lessee shall, at his own expense, maintain during the said term the leased premises in accordance with the said Plan and shall make no alteration or additions to the parking arrangement on the leased premises without the approval of the Corporation.

- 7) The Lessee covenants:
- a) to use the leased premises solely for the purpose of parking motor vehicles and on the understanding that, in residential areas, parking must be in conjunction with a residential use of the adjoining property served by such parking;
 - b) not to permit nor to undertake the repair or servicing of a motor vehicle on the leased premises;
 - c) to keep the leased premises free from dust, paper, and rubbish of any kind;
 - d) to use the leased premises in a proper and or orderly manner;
 - e) not to permit anything to be done upon the leased premises which is in violation of any by-law of the Corporation in force during the said term or which may create a nuisance or be objectionable, provided, however, that the orderly parking of motor vehicles shall not be deemed to be a nuisance or to be objectionable;
 - f) not to use the leased premises to accommodate a vehicle with dimensions in excess of any of the following:
 - 6.0 m length
 - 2.5 m width
 - 2.5 m heightor to accommodate any other vehicle which is deemed by Council to be unacceptable; and
 - g) not to use the leased premises for the storage of materials, trailer or trailered vehicles.
- 8) The Lessee shall not assign or sublet this agreement without the consent in writing of the Corporation.
- 9) The Lessee shall, at all times, indemnify and save harmless the Corporation of and from all loss, costs and damages which the Corporation may suffer or have claimed against it for or by reason or on account of any matter or thing which may occur, be done or arise by reason of the use of the leased premises or of any other property of the Corporation for parking or to gain ingress to or egress from the leased premises or anything which may be done thereon or which may be neglected to be done thereon by the Lessee, his agents, servants, or others.
- 10) If at any time during the term of this agreement the Corporation shall require possession of all or part of the leased premises, the Corporation may terminate this agreement upon giving the Lessee sixty (60) days notice in writing and, such notice having

been given, this agreement and all of the conditions, covenants and provisions herein shall cease and determine on the day set out in the said notice, and rent shall be rebated pro rata.

- 11) The Corporation shall retain the right to adjust the rental rate on six (6) months' written notice to the Lessee or to terminate this agreement on sixty (60) days notice in writing if the parties fail to agree upon the amount of any such adjustment.
- 12) On the expiration of the said term or on the termination of this agreement for any reason, the Lessee shall, within ninety (90) days therefrom, weather permitting, remove the parking arrangement and any works associated therewith or forming part of it from the leased premises and shall restore the boulevard to grass including the construction of curbs to prevent ingress to or egress from the leased premises at his own expense and to the satisfaction of the Engineer, or alternatively, shall at his own expense, restore the leased premises in a manner and to a condition satisfactory to the Engineer.
- 13) Notwithstanding anything contained herein, the Corporation shall have the right of free, uninterrupted and unobstructed access at all times to the leased premises for the purpose of installing and maintaining services and utilities and the Corporation shall only be liable to restore the leased premises to the approximate condition in which it existed at the time of each and every entry upon the leased premises.
- 14) Wherever the singular and masculine are used throughout this agreement they shall be construed as meaning the plural, neuter, or the feminine where the context of the parties hereunto so required, and the Lessee, its heirs, executors, administrators, successors and assigns, are and shall be bound by the covenants herein and all covenants herein shall be construed as both joint and several.
- 15) It is the responsibility of the applicant to ensure that there are no encroachments onto adjacent properties.

IN WITNESSETH WHEREOF the Lessee has hereunto set his hand and seal, or caused to be affixed its corporate seal duly attested by the hands of its proper signing officers, as the case may be, and the Corporation has caused to be affixed its corporate seal duly attested by the hands of its proper signing officers.

Signed, Sealed And Delivered

In the presence of

The Corporation Of The City Of Woodstock

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Mayor

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City Clerk

By-law 6593-88, December 15, 1988; Schedule `A'.