



Town of Antigonish Parking By-law

1. This By-law shall be known as and may be cited as the "Parking By-law" for the Town of Antigonish.
2. For the purposes of this By-law, the Traffic Authority shall be the Special Constable for the Town, and in his absence, the assistant as appointed by Town Council.
3. All lands with parking meters will be declared Public Ground for Motor Vehicles within the Town of Antigonish.
 - 1) All that land lying behind the Antigonish 5 to \$1.00, located on Creighton Lane (known as Main Parking Lot);
 - 2) All that land located across from the Antigonish Fire Hall on Sydney Street (known as Sydney Street Parking Lot);
 - 3) Sections of Main Street, College Street, and Church Street; and
 - 4) Areas of lands owned by the Guysborough Antigonish Strait Health Authority.
4. The Traffic Authority for the Town is authorized to erect, maintain, and operate on the parking areas designated herein, automatic or other mechanical meters or devices for the purpose of measuring and recording the duration of parking in the designated parking areas.
5. 1) Where said automatic or other mechanical meter or device has been erected by the Traffic Authority, the driver of every motor vehicle parked in the area regulated by the meter shall, immediately upon parking, deposit a fee in said parking meter and put the parking meter into operation. The fee chargeable therefore shall be in accordance with the following scale:

All Town Streets (1 hr. maximum time)	Creighton Lane Lot (2 hr. maximum time)	Sydney Street Lot (2 hr. maximum time)	St. Martha's Hospital (2 hr. maximum time)
\$.05 for 12 minutes	\$.05 for 6 minutes	\$.05 for 6 minutes	\$.05 for 3 minutes
\$.10 for 24 minutes	\$.10 for 12 minutes	\$.10 for 12 minutes	\$.10 for 6 minutes
\$.25 for 30 minutes	\$.25 for 30 minutes	\$.25 for 30 minutes	\$.25 for 15 minutes
	\$.50 for 60 minutes	\$.50 for 60 minutes	\$1.00 for 60 minutes
			\$2.00 for 120 minutes

- 2) The driver of every motor vehicle parked in such designated public parking areas shall immediately deposit in the parking meter relating to such parking space, a coin or coins of lawful tender of Canada and of sufficient value to permit the parking or levying standing on such vehicle in such parking space for any period of time permitted by this By-law and as shown by the directions set forth on such parking meters.

6. It shall be an offence for the driver of any vehicle to park or leave the same standing in any parking space for a period of time in excess of the maximum period allowed by the directions set forth on such parking meter, regardless of the number of coins deposited or whether the words "violation" or "expired" or "time expired", and "0:00 time remaining", are visible in the observation window of the parking meter or not.
7. The driver of any commercial motor vehicle, when using the same for transportation of goods, wares, merchandise or material(s), may park or leave such commercial motor vehicle standing in any parking space for the purpose of loading or unloading for any period of time not exceeding thirty (30) minutes, without depositing any coin or coins into the parking meter relating to such parking space. It shall be an offence and a violation of these regulations for the driver of any commercial motor vehicle to park or leave standing in any parking space for a period of time in excess of thirty (30) minutes and failure to comply with the directions set forth on the parking meter relating to such space.
8.
 - 1) It shall be the duty of all of the Town's Special Constable(s), acting in accordance with instructions issued by the Traffic Authority, to record and report:
 - (a) The provincial license number of a motor vehicle occupying a parking space in violation of any provisions of this By-law;
 - (b) The time during which the motor vehicle is parking in violation of any provisions of this By-law;
 - (c) The location of such motor vehicle when parked in violation of any provisions of this By-law;
 - (d) The position of the indicator or sign appearing on said parking meter.
 - 2) Each such Special Constable shall also attach to each vehicle, a notice to the operator that such vehicle has been parked in violation of a provision(s) of this By-law;
 - 3) Every person who violates any of the provisions of this By-law shall be liable to a voluntary penalty as outlined in Schedule "A" of this By-law.
9. The Town Traffic Authority may, where it is practical to do so, enter into agreements to allow for voluntary payment provisions to apply on private property. In each situation, a signed Agreement must be entered into between the Town's Traffic Authority and a person(s) having signing authority for the property.
10. The Town's Traffic Authority is fully authorized to enter into agreements respecting parking enforcement on private or institutional property.
11. Such agreements as referred to previously shall be in the same form as Schedule "B".

12. Such agreements as referred to previously shall note that the Town of Antigonish shall provide all tickets for use in enforcement of parking provisions, that all revenue collected as a result of issuance of these tickets will be paid to the Town of Antigonish, and that all administration and collection matters associated with issuance of tickets will be the responsibility of the Town of Antigonish.
13. It is recognized that enforcement of parking provisions under these regulations may be exercised by: (a) RCMP members, (b) Town Special Constable; and/or (c) any other person(s) appointed under the Nova Scotia Police Act to enforce parking restrictions on public or private lands within the Town of Antigonish.
14. Pursuant to Section 259(1) of the Motor Vehicle Act, the owner of the motor vehicle operated or parked in violation of any Section of this By-law shall incur the fine(s) for any violation of this By-law, unless at the time of such violation, the motor vehicle was in possession of some person other than the owner without the owner's consent either expressed or implied.

Date of First Reading:	<u>February 21, 2011</u>
Date of Advertisement of Notice of Intent to Consider:	<u>March 8, 2011</u>
Date of Second Reading:	<u>March 21, 2011</u>
Date of Advertisement of By-law Passage and Approval:	<u>April 5, 2011</u>
Date of Mailing Certified Copy to SNSMR:	<u>April 15, 2011</u>

I certify that this Parking By-law was adopted by Council and published as indicated above.

D. Karpin
Chief Administrative Officer

April 15, 2011
Date

SCHEDULE "A"
VOLUNTARY PENALTY SCHEDULE

Expired Meter Violation: \$10.00

Accessible Parking Violation: \$75.00

Other Parking Violations: \$20.00

The time allowed for payment of the penalty is set at fourteen (14) days.

SCHEDULE "B"

THIS AGREEMENT made the _____ day of _____ A.D.,

BETWEEN: _____, the Traffic Authority for the Town of Antigonish, hereinafter called the "Traffic Authority"

PARTY OF THE FIRST PART

-and-

A body corporate, doing business under the name _____

at Antigonish, N.S., hereinafter called the "Company"

PARTY OF THE SECOND PART

Whereas the Company is the owner of the land upon which the _____ is located;

AND WHEREAS the Traffic Authority is desirous of setting apart an area of the Company's land for one or more of the following purposes:

- i) a fire lane
- ii) accessible parking zone
- iii) no parking zone
- iv) one way street or lane
- v) do not enter area
- vi) the erection of stop signs
- vii) the erection of posted speed limits
- viii) the erection of crosswalk signs
- ix) the erection of no exit signs
- x) no parking in loading zones

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the covenants and agreement contained herein, the Traffic Authority and Company agree as follows:

1. The Company agrees to set apart that part of its land outlined in the plan attached hereto as Appendix "A" for the following purposes.
2. The Traffic Authority shall provide technical assistance in the erection of the approved signs, including the specifications concerning the height and placement.

Schedule "B" (continued)

3. The Company agrees to erect and maintain the signs at no cost to the Traffic Authority or the Town of Antigonish.
4. The Company further agrees to reimburse the Traffic Authority or the Town of Antigonish for any expenses they may incur.

This Agreement may be terminated upon one (1) weeks' written notice of either Party to the Agreement.

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto set their hands and seals.

SIGNED, SEALED, AND DELIVERED)
In the presence of)

Witness)

Traffic Authority, Town of Antigonish)

Witness)

Company)