



Community
CarShare

*Membership
Information Booklet*

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Contact Information

General:

Kitchener Office
203-290 King St. E.
Kitchener, ON N2G 2L3

tel: 519-578-1895
fax: 519-579-2195

Hamilton Office
175 Longwood Rd. S., Suite 304A
Hamilton, ON L8P 0A1

tel: 905-543-4411
fax: 519-579-2195

London:
tel: 519-657-1966

St. Catharines:
tel: 289-479-5560

toll-free: 1-855-SHARE-99 (1-855-742-7399)

24-hour reservation line for bookings, reporting, & emergencies:
1-855-BOOK-IT-0 (1-855-266-5480)

email: info@communitycarshare.ca

Website: www.communitycarshare.ca

Reservations: www.reservations.communitycarshare.ca



Community
CarShare

Member Manual

Updated October 1, 2017

Welcome to Community CarShare

Congratulations on your decision to join Community CarShare Co-operative Inc.

This **Member Manual** and the terms and conditions in it are for the general well being of the co-op as a whole. The terms and conditions are in addition to:

1. The **By-laws** of the co-op, which lay down the legal organization of the co-op;
2. The **Membership Agreement** (Individual, Associate Non-Driving, or Corporate Membership Agreement), which expressly provides for the liability of Regular, Associate Non-driving, and Corporate Members, along with registered Corporate Driver(s) (if applicable) for various charges and limits the liability of the co-op; and,
3. The **Vehicle Owner/Operating Manuals**, which provide operating instructions for each vehicle.

If there is any discrepancy between the Manual and the By-Laws, the By-Laws take precedence. Together, the Manual, the By-Laws, and the Membership Agreement constitute a contract between you, the Member, along with your registered Corporate Driver(s) (if applicable), and the co-op. Members and registered Corporate Driver(s) (if applicable) are required to abide by all of these documents.

Using the CarShare vehicles will assist you in meeting your transportation needs (whether replacing the limited use of a primary or secondary household vehicle, bridging the gaps in public transportation, or meeting your organization's fleet requirements) without the expenses and hassles of owning and maintaining your own vehicle(s) or fleet. As well, by joining the co-op you are helping to improve your local air quality by reducing vehicular emissions.

Thank you for joining the co-op and working to make your community a healthier place to live!

Sincerely,

The Staff and Board of Directors of Community CarShare

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Introduction

Definitions:

1. **Community CarShare:** will be referred to in this Manual as “the co-op”. Any vehicles owned by the co-op will be referred to as “CarShare vehicle(s)”.
2. **Member Manual:** will be referred to throughout as “the Manual”.
3. **Individual Members, Associate Non-Driving Members, and Corporate Members:** will be referred to in this Manual collectively in the second person “you” or as “Member,” unless the context requires otherwise.
4. **Registered Corporate Driver(s):** will be referred to in this Manual collectively in as “Corporate Driver(s),” unless the context requires otherwise.
5. **Board of Directors:** will be referred in this Manual as “the Board” and individual board members may be referred to as “board member” or “director.”

Mission & Values

Community CarShare is incorporated as a not-for-profit carsharing co-operative. The co-op’s mission is to deliver a carsharing service which empowers people to make affordable and sustainable transportation choices.

Community CarShare upholds the International Co-operative Principles through the following values:

- **Service:** Providing an excellent membership experience by being responsive, fair, and transparent.
- **Sustainability:** Guiding the transportation system towards an affordable, efficient, and inclusive future.
- **Collaboration:** Supporting employees, volunteers, partners, and peers by building strong relationships.
- **Innovation:** Advancing the carsharing sector through leadership, creativity, and long-term vision.

Background

Community CarShare, operating in several Ontario municipalities, began as a small group of people in Kitchener-Waterloo saving money and reducing car usage by sharing a donated car. In April 1998 this service was formalized, and became the first carsharing organization in Ontario, incorporated as a co-operative without share capital.

Over the years, more people, businesses, and organizations have become aligned with the co-op's mission and have given up their cars, downsized fleets, decided not to replace existing vehicles, and joined the co-op. In 2009, the co-op began expanding its service to other communities in Ontario, beginning with Hamilton. In 2013, Elmira, Guelph, and St. Catharines were added. In 2014 service was launched in London, and in Cambridge in 2016.

Community CarShare continually promotes carsharing so people can save time and money, and as an organization make a significant reduction in the amount of CO₂ emissions into the atmosphere. The co-op continually works to expand its fleet so more people can enjoy the benefits of carsharing.

Types of Membership

You may join the co-op as an Individual Member, Associate Non-Driving Member, or Corporate Member. For all membership fees, please refer to Appendix A.

Individual Member

One or more individuals residing in the same household may sign the Individual Membership Agreement and share one Individual Membership. Each Individual Membership is entitled to one vote.

Associate Non-Driving Member

Up to two people may sign the Associate Non-Driving Membership Application and share one Associate Non-Driving Membership. Each Associate Non-Driving Membership is entitled to one vote.

Note: this membership does not offer driving privileges but rather the opportunity for Associate Non-Driving Members to support and promote carsharing by volunteering their time and/or skills to the co-op, becoming a director, and/or investing in the co-op by purchasing debentures (ask staff for more details about this investment opportunity).

Corporate Member

Only person(s) who have authority to sign on behalf of a for-profit business, non-profit business, organization, or municipality can sign the Corporate Membership Application. Each Corporate Membership is entitled to one vote.

Corporate Membership gives those employees and/or volunteers registered by the Corporate Member, i.e. Corporate Drivers, driving access to the co-op's vehicles.

Becoming A Member

To become a Member you must read and understand this Manual, the By-Laws, and the Membership Agreement of your choice (Individual, Associate Non-Driving, or Corporate Membership Application). For Corporate Members, your Corporate Driver(s) (if applicable) must also read and understand all of these documents.

By signing your Membership Agreement (or by clicking “Next” on the online registration form “Fine print” page), you as Member, along with your Corporate Driver(s) (if applicable) acknowledge that you have read and understand the various rules and obligations contained in this Manual and you are agreeing to abide by those rules and obligations.

Except as otherwise mandated by law, you, along with your Corporate Driver(s) (if applicable), and the co-op’s legal rights and obligations are determined solely by the terms in this Manual, the By-Laws, your signed Membership Agreement, and the Vehicle Owner/Operating Manuals.

General Membership Rights & Responsibilities

Your rights as a Member include:

- attendance at meetings to vote for directors, stand for election as a director, and vote on changes within the co-op
- the ability to join special interest committees within the co-op. Your active participation in the affairs of the co-op is valued to ensure that the co-op is run in a financially, socially, and environmentally sound manner, and in a spirit of good humour, kindness, and mutual respect.
- access to clean, safe, affordable, and well-maintained vehicles (excluding Associate Non-Driving Members)

Your duties include:

- honestly reporting your driving hours and mileage
- reporting any damage to the co-op’s vehicles whether inside or outside that may have occurred prior to and/or during your use
- accepting responsibility for any accidents or damage you cause to any of the co-op’s vehicles
- paying invoices on time
- accepting consequences of neglecting any duties

Reserving CarShare Vehicles

The CarShare vehicles can be reserved by Individual Members, Corporate Members and Corporate Drivers.

If you as a Member or Corporate Driver want to use a CarShare vehicle you **MUST** reserve it before use. To reserve a CarShare vehicle, use the online reservation system at <http://reservations.communitycarshare.ca>, or call the reservation line at 1-855-BOOK-IT-0 (1-855-266-5480). You may reserve a CarShare vehicle for periods beginning and ending on the quarter-hour. The smallest amount of time that you can reserve for is 30 minutes.

Please note, any reservation in excess of four days in length requires staff approval, and in no case can a member make a reservation of more than 28 days in length.

Remember to:

- Double-check your reservation details. It's up to you to know which CarShare vehicle you have reserved and for how long. The co-op's records are considered to be correct.
- Give yourself some extra time. There are fines for being late, and could also cost you the price of a cab for the next Member, or other fees. Allow for unexpected delays.
- Call the reservation line or go online to extend your reservation if you are going to be late returning the vehicle. You may be able to extend your reservation if no one has the CarShare vehicle reserved after you. If the vehicle is reserved immediately after your reservation and you are going to be late, please call the reservation line so staff can attempt to contact the next member and make alternate arrangements for their reservation. Please note that informing either the reservation line staff or CarShare staff that you will be late returning a vehicle does not preclude you from being charged the appropriate late fees, outlined in Appendix A.
- Be aware of legislation restricting the use of mobile devices while driving.

If the CarShare vehicle you want is unavailable, you will be given the option of other CarShare vehicles. If no other vehicle(s) are available, or suitable to you, the co-op encourages you to notify the office so staff may record this as a "no car available" statistic (NCA). The co-op strives to keep its NCA rate very low, and will use NCA stats to help determine new vehicle locations.

Changing or Cancelling a Reservation

You may change or cancel a reservation without penalty if it is changed or cancelled with greater than 12 hours notice. If you change (for example, shorten your reservation, or adjust the start and/or end time, thereby changing the specific hours you have reserved) or cancel with less than 12 hours notice, you are billed for 50% of the hourly charge you would have paid.

Should you not use the vehicle or forget to cancel your reservation, you are responsible for 100% of your hourly rate.

This policy also includes reservations booked and then canceled on the same day. For same-day reservations, however, if you decide to change or cancel within one hour of booking your trip, no cancellation fees will apply.

Using CarShare Vehicles

Your Smart Card

All Members and Corporate Drivers are issued a Smart Card upon joining, which will allow you to access the vehicle you have reserved. To unlock the vehicle, hold the Smart Card for 1-2 seconds over the square card reader, located on the driver's side windshield. The light on the reader will turn green, and the doors will unlock. To lock the doors when you exit the vehicle, again hold your Smart Card over the card reader for 1-2 seconds.

The car keys are tethered under the steering wheel, and are to remain in the vehicle at all times.

For more information about the Smart Card system, please refer to the document "Smart Card Instructions" and "Tips for Using Your Smart Card," located in the Vehicle Information Folder in each car, or request a copy from staff.

The CarShare Vehicle Check Before Departure

Before you leave the CarShare vehicle's parking spot you must check for and make note of any damage to the CarShare vehicle that was not there the last time you used that particular vehicle. (This is also an opportunity to detect any leaking fluids or objects near the vehicle.) Any damage that is new to you must be reported to staff, via the Vehicle Notes tab when you view your booking details online, or by email or phone. In assessing liability for damage to the CarShare vehicles, the co-op will always hold the last user of the vehicle before the damage was reported responsible for the damage, save and except for normal wear and tear.

You must also check to ensure the following are included in the CarShare vehicle:

- vehicle insurance and registration
- vehicle owner/operating manual
- this Manual in its complete form

Treatment and Operation of the CarShare Vehicles

You must operate the CarShare vehicles according to the owner/operating manual located in each vehicle. You will be liable for any damage to the vehicle that results from disregarding these rules.

- Smoking is prohibited in ALL CarShare vehicles.

- Pet-friendly CarShare vehicles can be located by reviewing the vehicle accessories listed for each car in the online reservation system. There is at least one vehicle in each service area which is designated for pets. At the end of each trip you MUST clean up all traces left by your pet, including pet hair, paw prints, and nose smudges.

The CarShare vehicles must not be:

- driven in any race or competition
- used for any illegal purpose
- used while the driver is under the influence of any intoxicating or impairing substance or narcotic

Clean up after you've used the vehicles - the co-op will be happy to reimburse you for car washes and vacuums (forward receipts to the office, via email, fax, in person, or regular mail), but you will be held responsible for the cost of cleaning major messes.

By treating CarShare vehicles with respect you can help keep the co-op's rates low, and ensure that a reliable vehicle is ready for you when you need it. Good driving habits mean lower maintenance bills, fewer break-downs, and less harm to the environment.

Driver's License

As a Member or Corporate Driver you must carry a valid driver's license with you whenever driving a CarShare vehicle. Driving privileges are conditional on having possession of a valid driver's license. If your license is suspended, withdrawn, or expires, for whatever reason, your right to drive expires immediately. You are obligated to inform CarShare staff immediately of any suspension, expiry, or withdrawal of your driver's license.

Returning CarShare Vehicles

You must return the CarShare vehicle in proper order by the end of your reservation period and ensure that:

- the gas tank is at least 1/4 full. Use the gas cards provided in the vehicles, located in the Communication Unit (behind the rearview mirror), or use your own money and get reimbursed (forward receipts to the office, via email, fax, in person, or regular mail). When using the provided gas cards, note the pin code required for use of the cards when you remove the card from the Communication Unit – the code will display on the screen.
- it is parked in the official parking spot (see below for when this is not possible)
- consider backing in to park for safety and convenience
- the interior is clean and all personal belongings have been removed. (The co-op is not responsible for any personal belongings left in its vehicles).
- any damage is reported to staff

- the vehicle is locked securely with your Smart Card
- Don't forget to TURN OFF all lights (headlights and cabin light)--dead batteries are a big inconvenience and cost everyone time, and the Member at fault is fined.
- LOCK the vehicle (by using your Smart Card) whenever you leave it somewhere, including in its usual parking spot.

If the CarShare parking location has been occupied by another vehicle, park the CarShare vehicle as closely to the parking location as possible and call the reservation line (1-855-266-5480) to let us know that you were not able to park the vehicle in its usual spot. Please leave a message and you will not be fined for not returning the vehicle to its proper place.

Late CarShare Vehicle Returns

If you are late returning a CarShare vehicle, whether you inconvenience another member or not, you will be required to pay an additional fee as outlined in Appendix A.

However, if you call the reservation line prior to the end of your current reservation in order to extend it and if an extension is possible because no one has reserved the vehicle immediately after your current reservation, you can extend your current reservation and you will be charged at the applicable rates.

If your late return forces another Member to arrange alternate transportation, the co-op will also charge you for the cost of the alternate transportation. Thus, to avoid late fees you are strongly encouraged to allow for extra time when making your reservations.

If A Late Vehicle is not Returned

If more than two hours have passed since the end of the reservation, and if staff have made a reasonable attempt to contact the member by phone and/or email, and if staff have reason to believe that the member does not intend to return the vehicle, then additional action may be taken by the co-op to retrieve the vehicle.

Any member who has not returned a CarShare vehicle to its parking spot more than two hours past their reservation end time can be fined for "using a vehicle without a reservation."

If Another Member is Late & Alternate Transportation

In a case where the CarShare vehicle you have reserved is not parked in its spot after your reserved time begins, you must call the reservation line immediately. When staff or the answering service confirm that you have the correct reservation, you have three options:

- change the reservation to another CarShare vehicle
- cancel the reservation without charge
- arrange alternate transportation

If you choose the third option, you will be partially reimbursed the cost of taking a taxi or renting a vehicle from a local car rental company or using inter-city transit, whichever costs less. The cost of taking a taxi, inter-city transit or renting a vehicle, less the cost you would have incurred if using the CarShare vehicle, is the amount that will be reimbursed. Receipts must be shown for reimbursement.

To assist with alternate transportation, the co-op provides taxi account numbers in all of its operating areas to either take you to another CarShare vehicle if one is available, or to your destination and back if you are completing your trip with a taxi. These account numbers are available via the reservation line at 1-855-266-5480.

Maintenance & Vehicle Problems

The co-op performs regular maintenance checks on its vehicles. However, during your use of the vehicle, you must report any reasonably noticeable indications that engine oil, coolant, and windshield washer levels do not meet minimum specifications as outlined in the operator's manual. If any of these indicator lights come on during your reservation, please fill the appropriate reservoir in accordance with procedures outlined in the operator's manual. Record any purchases you make for the car (gas, windshield washer fluid, etc.) by submitting a receipt for the purchase (forward receipts to the office, via email, fax, in person, or regular mail). You will be reimbursed up to a \$50.00 limit. Staff must approve higher reimbursements.

Any suspicion of a need for servicing and/or repair should be reported to staff.

In the event that there are problems with the CarShare vehicle (e.g. will not start, loud muffler, etc.) please follow this protocol:

1. Call the reservation line and let staff know what is happening with the vehicle and what you are going to do or would like done, e.g. vehicle won't start so wish to cancel my reservation (at no cost), I am calling for a boost to start vehicle, need to extend my reservation, or loud muffler but driving it anyway.
2. If the vehicle is not currently usable, ask the reservation line for the nearest available CarShare vehicle or arrange alternate transportation as necessary. The co-op will cover the extra costs, as detailed on page 11-12 of this Manual.
3. If necessary, call Roadside Assistance. The roadside assistance number is located in the car, in the Vehicle Information Folder, or is available through the reservation line. Roadside Assistance services include: towing service (up to 250km), battery boost, flat tire change, fuel delivery service, lockout service, extrication/winch service.
4. If the vehicle must be towed, please call the reservation line (1-855-266-5480), and consult with CarShare staff as to the appropriate location for vehicle towing.

Insurance, Accidents, & Damage

Insurance

Insurance is purchased by the co-op through the Co-operators Insurance Group. The co-op purchases the insurance under a fleet plan, so the organization, not the Member, holds the insurance. The co-op's insurance package provides collision, comprehensive, and \$2,000,000 in Third Party Liability coverage.

The co-op's insurance policy requires all drivers of the CarShare vehicles to be a minimum of 18 years of age, have a 'G2' or full 'G' Ontario license (or equivalent from another Province), no at-fault accidents, no criminal code convictions (such as Driving While Impaired or Reckless Endangerment), and no major driving convictions in the past three (3) years. Please note this is not an exact or inclusive list of requirements; it is simply an outline for informational purposes. You must be insurable to be eligible to drive co-op's vehicles, as per the Driver Attestation in your Membership Agreement, and the Driver Attestation must be declared annually by each driver. These requirements are determined by the co-op's insurance provider.

Accidents & Damage

Any accident or damage in connection with the CarShare vehicle that you, as Member or Corporate Driver are using, must be immediately reported to staff and if applicable, to the police. You are obligated to use your best efforts to secure evidence from any available witnesses and to the extent possible provide the co-op with a completed Accident Report form (available in the Vehicle Information Folder in each car) outlining the information of all those involved, the details of what happened in the accident, and the damage incurred.

CarShare staff will assess any damage, and seek an estimate for repair. It is the Member or Corporate Driver's responsibility to pay for any repairs required, or to pay the cost of the co-op's damage fee should an insurance claim be required. It is at the co-op's sole discretion as to whether an insurance claim will be made, however the Member or Corporate Driver will be consulted as part of this process.

Insurance Claims

Should an insurance claim be required, the co-op will handle the claims process. The co-op's insurance company will determine, based on the circumstances of the damage or collision, as to whether you, the Member, are at-fault, or not-at-fault. No Member will be held liable for any increase in the CarShare's insurance premiums as a result of an insurance claim: the Co-op will absorb the increase.

If you are deemed NOT AT FAULT, the damage fee will not be charged.

However, if you are deemed AT FAULT, the following will occur:

- your liability will include the damage fee, providing the damages resulting from the accident are covered by the co-op's insurance policy

- you will be liable for any claims by third parties against you or the co-op that are not covered by the co-op's insurance policy and arise out of your use of a CarShare vehicle
- your status as a Driver with the co-op will be immediately terminated.

Collision Damage Waivers

For members who pay their CarShare bills with a credit card offering collision loss damage insurance, you may elect to sign a Collision Damage Waiver. This will mean that in the event of an insurance claim for collision, the claim would be made by you, the Member, through your credit card claims process, and you would not be covered under the co-op's collision policy. Signing a Collision Damage Waiver only changes your insurance from the co-op's provider to your credit card for collision claims; you are still covered by the co-op's third party liability insurance policy.

Damage Pool Program

Members may elect to opt-in to the co-op's Damage Pool Program, which in the event of vehicle damage incurred during your reservation, would reduce the cost of the damage fee, or reduce the cost of repair should an insurance claim not be required. There are three damage cost control options available to members:

- Reduce your damage fee to \$0 (from \$500), or reduce repair costs by up to \$1000 – via \$60 annual fee.
- Reduce your damage fee via eligible credit card. Another benefit to signing a Collision Damage Waiver, as described above, is a \$0 damage fee for claims made through your credit card claims process.
- Opt in to both options – Sign the credit card waiver for a \$0 damage fee in the event of an insurance claim, and pay the \$60 annual fee to have non-claimed repair costs up to \$1000 covered by the co-op

For complete Damage Deductible Program Terms, please see Appendix B.

Fees & Payments

All fees are as listed in Appendix A, Membership Plans and Usage Rates.

Billing

You pay for the cost of your CarShare trips as you go. Up to three days after your trip, your credit card will be billed the cost of the trip (or the cost will be deducted from a pre-paid balance on your account).

If you are not paying your CarShare bills with a credit card/VISA Debit (meaning you have paid a \$400 membership loan instead of putting a credit card/VISA Debit on file), there must be a pre-paid balance on your member account sufficient to cover the cost of any current month's reservations already taken, and the time portion of any future reservations booked. If, in addition to your credit limit, your pre-paid balance is not enough to cover the time cost of a reservation you wish to make, you will need to top up your pre-paid balance before making the reservation. Balance top-ups can be made via online banking, or by cheque or cash.

Any additional trip costs/fees/credits are charged/credited when assessed.

Credit Limit

All accounts have a credit limit, which considers the cost of trips taken to date during the current month, as well as the time portion of all future bookings. If your cumulative unpaid balance is more than your credit limit, you will be unable to make any more bookings until payment is made.

The default credit limit for all Individual accounts is \$45. Members with six months or more of exceptional payment history may request an increased limit of \$215. This will provide flexibility for members who have exceptional payment history to make future bookings without pre-payment, while also limiting the co-op's risk.

If you have exceeded your credit limit, you may make a manual credit card/VISA debit payment through the online reservation system, or through any other payment methods accepted by the co-op.

Monthly Statements

Every month each Member will receive a monthly statement showing a tally of fees paid and owing for the billing period. Shown on the invoices are: hourly and per-kilometre fees, per-trip administration fee(s), monthly or annual fees, as well as credits for any reimbursements for the previous month. As a Member you agree to be bound by the current usage rates and pay for your usage (or your Corporate Driver(s)' usage, if applicable) as you are billed.

The monthly invoice must be paid by the due date stated on it. A late payment charge as outlined in Appendix A will be charged on the total overdue amount, and driving privileges will be suspended until full payment has been made.¹

Making Payment

Payment can be made automatically via credit card/VISA Debit, by personal cheque, or cash at the office. Online banking and telephone payment options to the co-op are available at many financial institutions.

Gas Surcharge Policy

A surcharge will be applied to each kilometre driven when gas prices rise above a certain amount. A

change to this surcharge does not count as an amendment to the Usage Rates and it will be handled as follows:

- At or near the end of the month staff will consult an approved source to determine average local gasoline prices for that month.
- For all Members on all Rate Plans, for every \$.10/L, or part thereof, higher than \$1.50/L that the average gasoline price was in that month, there will be a \$.01 surcharge applied to each km driven by members in the subsequent month.
- This surcharge will be effective at the start of the subsequent month.

Member Referrals & Benefits

Referral Credits

Members who refer their friends, family, or coworkers to the co-op will receive a \$30 driving credit. New members who are referred also receive a \$30 driving credit. Ask your friends to enter your name when applying online, or mention it to staff during the application process.

Member Benefits

The co-op offers members discounts/promotions at a wide variety of local businesses. Check out the Member Benefits page on the co-op's website for the most up-to-date list, or ask co-op staff.

Amendments to the Manual

The Board of Directors, acting reasonably, can amend this Manual at any time upon notice to all Members as outlined herein. Members have a role in deciding the terms of the Manual through their right to elect the Board of Directors of the co-op. Also, if two weeks prior to a scheduled board meeting, you as a Member provide a draft amendment to this Manual in writing to a board member or staff, the board will consider that amendment at its next meeting.

Within one week of being approved by the Board of Directors, amendments will be mailed and/or emailed to all Members. Corporate Members accept full responsibility for communicating amendments to their respective Corporate Driver(s). Amendments will not be effective any sooner than twenty-eight (28) days after they are approved by the board.

The Board can amend the Usage Rates at any time in accordance with the provisions of Appendix A of this Manual. These amendments to Usage Rates will also be mailed and/or emailed to Members within one week of being approved by the board. As with amendments to the Manual, Corporate Members accept full responsibility for communicating amendments to Usage Rates to their respective Corporate Driver(s). Usage Rate amendments will not be effective any sooner than thirty (30) days after they are approved by the board. Any agreement made that differs from the terms of this Manual must be made in writing and signed by an authorized representative of the co-op.

Force Majeure

Notwithstanding any other provisions herein contained, you shall not be liable for any failure to perform your obligations where such failure is as a result of acts of nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labour dispute, strike, lockout, or interruption or failure of electricity (or telephone service).

Endnotes

1. The Regional Municipality of Waterloo, The Corporation of the City of Kitchener, the City of Hamilton, and the City of Waterloo are exempt from the aforementioned late payment charge.

Appendix A - Membership Plans & Usage Rates⁶

Application Fee	
per driver (Membership options A & B)	\$30 (non-refundable)
Membership options ¹ - choose A, B, or C	
A. Regular Member - choose one of the two plans outlined below	
<i>A credit card, or in lieu of, a \$400 membership loan (fully refundable), is required for Regular Membership.</i>	
1. Regular Plan	
membership loan ²	\$10 (fully refundable)
monthly fee	\$40
2. Occasional Plan	
membership loan ²	\$10 (fully refundable)
monthly fee	\$8
3. Casual Plan	
membership loan ²	\$10 (fully refundable)
monthly fee	\$0
B. Corporate Member - choose one of the two plans outlined below	
3. & 4. Corporate Regular Plan & Corporate Distance Plan	
membership loan ²	\$10 (fully refundable)
monthly fee (per driver)	\$4 (\$40/month minimum)
5. Small Business Plan (maximum four drivers)	
membership loan ²	\$10 (fully refundable)
monthly fee	\$15
C. Associate Non-Driving Member	
membership loan	\$10 (fully refundable)
one additional person (shared membership)	\$10 (fully refundable)

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Driving Rates - Regular Plan / Corporate Regular	
per hour - first 5 hours	\$5.50/hr
per hour - additional hours	\$1.50/hr
per km - first 250 kms	25¢/km ^{3.7}
per km - additional kms	15¢/km ^{3.7}
Driving Rates - Occasional Plan	
per hour - first 5 hours	\$8.50/hr
per hour - additional hours	\$1.50/hr
per km - first 250 kms	25¢/km ^{3.7}
per km - additional kms	15¢/km ^{3.7}
Driving Rates - Casual Plan	
per hour - first 5 hours	\$12.50/hr
per hour - additional hours	\$1.50/hr
per km - first 250 kms	25¢/km ^{3.7}
per km - additional kms	15¢/km ^{3.7}
Driving Rates - Small Business Plan	
per hour - first 5 hours	\$7.50/hr
per hour - additional hours	\$1.50/hr
per km - first 250 kms	25¢/km ^{3.7}
per km - additional kms	15¢/km ^{3.7}
Driving Rates - Corporate Distance Plan	
per km	46¢/km ^{3.7} (minimum of charge of 16 km/hour OR 160 km/day)
Premium Vehicle Rates - Applicable to designated Premium Vehicles	
additional per first 5 hours above regular Driving Rates (applicable to all membership plans)	\$2
Quantum Delivery Program	
per booking delivery fee	\$15

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driveway delivery fee (<i>service currently unavailable</i>)	\$10
cancellation to reservation: >24 hours notice	no charge
cancellation to reservation: <24 hours notice	100% of hourly rate, + delivery fee, + driveway delivery fee (if applicable)
Fees for changing membership plans	
First plan change in a 12 month period	\$0
Subsequent plan change in 12 month period	\$20
Surcharges	
administration fee (per phone reservation and/or change/cancellation call)	\$3
cancellation or changes to reservation: >12 hours notice	no charge
cancellation or changes to reservation: <12 hours notice	50% of hourly rate
late return (as set out on page 13 of the Manual)	\$40 admin fee + \$20 compensation to affected member (if applicable) + compensation to the co-op for lost revenue ⁴ (if applicable) + costs incurred by affected member for alternate transportation (if applicable)
failure to charge electric vehicle OR failure to turn on charging station after returning electric vehicle.	
battery dead due to member negligence (i.e. lights left on, key left in ignition)	\$80 admin fee + \$20 compensation to affected member (if applicable) + compensation to the co-op for lost revenue ⁴ (if applicable) + costs incurred by affected member for alternate transportation (if applicable)
using a vehicle without a reservation	\$150 admin fee + \$20 compensation to affected member (if applicable) + compensation to the co-op for lost revenue ⁴ (if applicable) + costs incurred by affected member for alternate transportation (if applicable) + costs incurred by the co-op (if applicable)

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no show for reservation	100% of hourly rate
NSF (non-sufficient funds)	\$20
investigation of parking or speeding tickets	\$40 + cost of violation
administration fee for use of 407 toll road	\$5
fee for return of impounded or towed vehicle	all accumulated charges + \$20 admin fee + \$20 compensation to affected member (if applicable) + compensation to the co-op for lost revenue ⁴ (if applicable) + costs incurred by affected member for alternate transportation (if applicable) + costs incurred by the co-op (if applicable)
return of vehicle with less than 1/4 tank of gas	\$10 compensation to member who fills tank + \$10 admin fee
smoking	\$100 admin fee + cost of cleaning
doors not locked with Smart Card when exiting vehicle	\$30
windows left open	\$30
messy car/cleaning fee	\$40 admin fee + cost of cleaning (if applicable)
replacement Smart Card	\$15
removal of car key from tether inside vehicle OR removal from vehicle of any supplementary keys provided (i.e. extra key in cargo van to open gas door/hood)	\$40 admin fee + key replacement costs (if applicable)
failure to replace gas card(s) in Communication Unit	\$25 admin fee
failure to report any of the following: messy car, windows left open, smoking, low gas, vehicle damage, missing gas cards, or other violations of this Manual	\$15 admin fee
late payment fee for overdue account ⁶	3% compounded monthly and driving privileges suspended until full payment has been received
damage fee (see Insurance, Accidents & Damage, p. 13)	\$500

re-instatement fee - for accounts which have been suspended and sent to collections due to non-payment, charged to the member should they wish to remain a member of the co-op after paying off their balance owing to the collection agency	\$50 admin fee + amount of commission paid by the co-op to the collection agency
Damage Pool Program	
Regular Member - annual fee (per driver)	\$60
Corporate Member - monthly fee (per driver)	\$2
Notes	
<ol style="list-style-type: none"> 1. Membership loans are transferable (refer to Article 2 of the By-Laws) 2. Membership loan is similar to a security deposit - fully refundable on cancellation of membership 3. The co-op pays for gas. 4. Lost revenue is calculated based on the hourly rate and the number of booking hours affected by: the late return of a vehicle; impounded or towed vehicle; leaving the lights on and draining the battery. The Member is charged for the number of booking hours lost to the co-op as a result of the affected Member's booking cancellation. 5. The Regional Municipality of Waterloo, the Corporation of the City of Kitchener, the City of Hamilton, and the City of Waterloo are exempt from the late payment charge. 6. All fees, usage rates, and surcharges are subject to HST. Membership loans are not subject to HST. 7. The co-op has a Gas Surcharge Policy which affects the per km rate when the price of gas rises above \$1.50/L. The details of this policy can be found on page 18 of the Manual. 	

Appendix B - Damage Pool Program Terms

The standard damage fee is \$500. Members are responsible for the vehicles during their reservations. If vehicle damage occurs during your reservation, you must pay for the associated repairs, or for the damage fee in the event of an insurance claim by the co-op.

To help members mitigate the costs of any damage incurred to co-op vehicles, there are three damage cost control options available to members. Members may opt-in to any of the options listed below by contacting staff.

Option 1 - Reducing your damage fee to \$0 (from \$500), or reducing repair costs by up to \$1000, via \$60 Annual Fee.

This program works for all damage events, whether the co-op elects to make an insurance claim or not.

If an insurance claim is made:

- the co-op will cover the cost of the \$500 damage fee, thereby your damage fee is \$0.
- if the insurance company determines that you are at-fault, your status as a driver with the co-op will be immediately terminated. **See 'Insurance, Accidents, & Damage' on pages 13-14 of the Member Manual for more information about insurance claims, and at-fault/not-at-fault circumstances.**

If the co-op is not making an insurance claim:

- either the damage is less than \$1000, and the co-op will cover this cost, or
- the damage is more than \$1000, and you have elected to pay the remainder of the repair costs above \$1000

By opting in to Option 1, you understand that:

- I need to report any damage that occurs during my reservation by calling the Community CarShare office at 1-855-742-7399.
- The program will be limited to \$1000 annually; after which I/we will be responsible for the regular damage fee (or repair costs).
- I/we need to remain a member in good standing by paying any driving estimates and/or monthly invoices on time.
- I am not purchasing, nor is Community CarShare selling, insurance through this agreement.
- I understand that this program does not apply if I/we have had an at-fault accident in the past 12 months.

This program does not include any loss arising directly or indirectly from:

- Damage caused by incorrect fuelling
- Damage to the inside of the vehicle
- Un-repairable tire damage (e.g. tire driven on while flat)
- Personal injury or damage to property
- Third party liability
- Dishonest, fraudulent or criminal acts
- Violations of the Member Manual.
- Intentional damage to the reserved vehicle by the member

Option 2 - Reducing your damage fee via eligible credit card:

Members may request to reduce their deductible amount through select eligible Canadian VISA or MasterCard with collision coverage. Collision Damage Waiver forms are available from staff. You must complete and submit the form in order to opt in to this program. For more information on credit card Collision Damage Waivers, please see page 14 of the Member Manual.

Option 3 – Enrol in both options 1 and 2: Reduce your damage fee via eligible credit card, and reduce your non-claimed repair costs by up to \$1000 via \$60 Annual Fee.

With option 3, reduce your damage fee to \$0 via your eligible credit card, and reduce your repair costs by up to \$1000 in the event of damage that is not claimed. The program terms for both option 1 and option 2 are applicable to members who opt-in to option 3.

Appendix C - Professional Conduct Policy

1. The following Professional Conduct Policy ('PCP') will help foster an atmosphere of mutual respect. The PCP provides a framework in which all viewpoints may be heard so that the manner and content of the discussion is the most constructive possible. The PCP shall apply to all formal and informal meetings of the Board, Board Committees and Sub-Committees, and any other occasion where members, staff, and/or other stakeholders ('meeting participants') meet to discuss the Co-op ('meeting').
2. At all times directors, members, and staff shall recognize that they project an image of the Co-op and shall conduct themselves in a professional manner which fosters confidence and reflects positively on the Co-op, its members, and its staff.
3. Additionally, all directors, staff, and members shall:
 - a. Respect the rights of others to communicate their ideas free from interruption and without intimidation or manipulation;
 - b. Respect time limits;
 - c. Seek balanced input so that no one person dominates;
 - d. Listen respectfully to the opinions of others and honour differences of opinion;
 - e. Follow the approved meeting agenda;
 - f. Only speak on the topic of the agenda item under discussion;
 - g. Use a speaker's list or use speaker rounds, if the chair of a meeting initiates it;
 - h. Express one's own opinions;
 - i. Refrain from talking while another person is speaking;
 - j. Refrain from engaging in personal attacks or airing personal grievances;
 - k. Support the enforcement of the PCP at all meetings;
 - l. Disclose any and all conflicts of interest, whether identified by oneself or another meeting participant. When a conflict of interest is identified, the affected participant(s) shall speak for less than three (3) minutes to clarify their interests (not the point of discussion upon which the conflict has been identified), and then, if the conflict is confirmed or still in question, refrain from participation in that point of discussion, excuse themselves from attendance, or may be expelled at the discretion of the majority of directors present;
 - m. Interact with staff in full respect of their time management. If any member needs to engage staff for more than five (5) minutes of discussion, preparation, or other work, the member shall make an appointment with staff to address their needs;
 - n. Participate in Board meetings according to the Board Meeting Procedural Policy.

4. The chair of the meeting shall have the responsibility for implementing the PCP and may, in rare circumstances and with majority support of directors present, allow specific deviations. However, if any meeting participant so requests, the chair must enforce the PCP. In cases where an informal meeting has no appointed chair, any meeting participant may lead the effort to implement the PCP with the majority support of meeting participants.

5. The chair of the meeting shall have the right to interrupt at any time to implement the PCP and to facilitate productive discussion.

6. The chair of the meeting shall have the right and the responsibility to reprimand or expel anyone present who is disrupting the progress of the meeting.

7. Any person expelled by the chair of the meeting may appeal immediately to the directors among the meeting participants. A vote will be taken immediately of all directors present on whether or not to reverse the expulsion. If less than two directors are present or those present cannot agree, the expulsion shall be in effect, and the expelled person may submit a complaint to the board as outlined below.

8. In any case where a member, director, or staff feels that the PCP was not or could not be properly applied, or that any breach of what would generally be considered professional and respectful conduct has occurred, s/he may submit a complaint in writing to either the Co-op's most senior active staff person or any director with whom the complainant feels most comfortable. This complaint will be the subject of a closed section of the next board meeting or a special board meeting called to address the complaint. This meeting shall be held within thirty (30) days of receipt of the complaint, and with a standard quorum of the directors, including both the complainant and the director or staff person who received the written complaint. Any person(s) identified in the complaint, including the complainant, shall be notified of the meeting, and in the case of a special meeting called to address the complaint at least ten (10) days notice will be given before the scheduled meeting date. Any persons asked to participate in this meeting may also invite no more than two (2) members to speak on her/his behalf. Any person(s) identified in the complaint and their invitees may be excused or expelled from part of the meeting in order to facilitate open discussion from each viewpoint. A quorum of directors shall remain present for every part of the meeting to allow a complete understanding of the proceedings. Should the proceedings fail to resolve the complaint, the matter shall be transferred to a process under section 10.01 of the by-laws (concerning 'Disputes').

9. The Professional Conduct Policy constitutes a part of the Members' Manual, and adherence to it constitutes a part of the Membership Agreement. Breach of the Professional Conduct Policy may result in membership termination under the Co-op's by-laws. Breach of the Professional Conduct Policy by staff will be considered as an essential component of performance review by the Board in discussions of potential employment termination.

10. The PCP is part of the Co-op's commitment to staff and Members in creating a culture of respect and safety, as well as embracing diversity and equality.

Appendix D - Board Meeting Procedural Policy

As per section 8.16 of the co-op's By-Laws, "The directors may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit." In light of this the following procedures will help the Board run its meetings smoothly and efficiently.

1. Board meetings are generally open to attendance by the Membership. The Board may, by simple majority, close a Board meeting or a section of a Board meeting, at which point members or staff may be asked to leave the meeting. A 'closed' meeting (or meeting section) shall be held privately among directors 'in camera' with persons removed from or invited to attendance at the directors' discretion. There are times when a 'closed' Board meeting may be necessary and appropriate (e.g. to discuss a complaint that a member has violated a Co-op By-law or policy, or to protect the privacy of members and staff, or to address human resource concerns, legal issues, etc.). Any documents discussed during a closed meeting (or closed section of a meeting) shall only be distributed to directors and to staff with work related to the discussion. The Co-op acknowledges that all such procedures shall not be contrary to the Co-operative Corporations Act of Ontario.

2. Committees and Sub-Committees shall be chaired by a director. Members are encouraged to participate in Committees and Sub-Committees of the Board and those wishing to do so shall seek appointment by the Board in the form of a written request, and this appointment will be discussed at the next Board meeting. In the event of a serious breach of the Professional Conduct Policy (PCP) or in the period between a complaint under the PCP and its resolution, the appointment shall be considered rescinded, and the member shall be barred from attendance at meetings of Committees and Sub-Committees.

3. If a member of the Co-op wishes to address the Board at a Board meeting, or address committee members at a committee meeting where they are not appointed by the Board to serve as committee members, the member must submit in writing to the staff or director responsible for the agenda (at least ten (10) days prior to the meeting) a request to either have an item for discussion added to the meeting agenda so that s/he may speak to it, or to speak to an existing agenda item.

4. It is recommended that the member be prepared with any figures, research, or other information, and that these be submitted if possible as a handout for the meeting participants at least ten (10) days prior to the meeting, to make the best use of the meeting time allotted for informed discussion.

5. A member will be allotted a time limit, normally five (5) minutes, to speak to her/his issue at the meeting.

6. A member of the Co-op may request to speak to an existing agenda item, or have her/his issue added to the Board meeting agenda by signing the 'delegation registry' that will be made available at least one (1) day prior to the Board meeting. However, there is no guarantee that there will be an opportunity for the Board and/or the member to speak to the issue at that meeting. However, reasonable efforts will be made to ensure that the Board and/or member will be given such an opportunity.



Community
CarShare

By-Laws

of Community CarShare Co-operative Inc.

Article 1 - Definitions

1. The following definitions apply throughout these bylaws:
 - a. “Act” means the Co-operative Corporations Act, R.S.O. 1990, c. C.35 or its successor under which the Co-op is incorporated.
 - b. “Board” means the board of directors of the Co-op.
 - c. “Co-op” means Community CarShare Co-operative Inc.
 - d. “Loans from members” includes membership loans and debentures, but does not include loans from governments or their agencies, banks, or other similar lenders if such loans are incidental to their membership in the Co-op.
 - e. “Person” includes corporations.
2. Any other terms used in these bylaws which are defined in the Act are to be interpreted according to the definition(s) in the Act.
3. Any use of pronouns in these bylaws shall be interpreted without regard to gender, and in particular a gendered pronoun may refer to any person, including a corporation.
4. Throughout these bylaws, a singular may refer to multiple persons and a plural may refer to one person.

Article 2 - Membership

2.1. Applications

1. The form of membership application shall be set by the Board.
2. Any individual over the age of 16 and any corporation may apply for membership in the Co-op.
3. Multiple individuals may jointly hold a membership under conditions set by the Board.
4. The decision to admit applicants rests with the Board.

2.2. Loan & Fees

1. The Board shall set the membership loan and ongoing fees, if any. The membership loan and fees do not need to be the same for all members.
2. In accordance with the articles, the minimum membership loan is \$10.
3. The Board may set out administrative penalties for the misuse of Co-op services.
4. No loans from members may be used as security on other loans.
5. Loans from members are not transferable without prior approval from the Board.

2.3. Withdrawal

1. A member can withdraw from the Co-op at any time without advance notice, either in writing to the Secretary or as otherwise directed by the Board.

2.4. Termination

1. If the Board has reasonable grounds to believe that a member has violated the bylaws or a rule or policy of the Co-op, the Board may terminate their membership by resolution in accordance with section 66 of the Act and this section.
2. Notice of a motion to terminate a membership must be given by the Secretary to the holders of that membership, at least ten (10) business days in advance of the meeting at which the motion is to be considered.
3. A member so notified may respond within seven (7) business days of the notice to inform the Secretary that he cannot attend the meeting. The motion shall then be considered at the next regular meeting of the Board that occurs more than fifteen (15) business days after the date on which the motion was originally going to be considered. The Board may then consider the motion regardless of whether or not the member can attend.
4. During the consideration of a motion to terminate a membership at the Board, the holders of that membership and up to two representatives may speak on the members' behalf.

2.5. Notices

1. Unless otherwise specified, any notice or other communication that the Co-op is required to give to a member may be given by:
 - a. Delivering it personally;
 - b. Delivering it to their last known address, as recorded in the Co-op's register of members;
 - c. Mailing it by prepaid mail to their last known address, as recorded in the Co-op's register of members;
 - d. Sent by fax to a number they have provided for that purpose; or
 - e. Delivering it by email to the person's last known email address, as recorded in the Co-op's register of members.
2. If notice is given to a member by mail or email and is returned on two consecutive occasions because the intended recipient cannot be found, the Co-op is not required to give any further notices to that intended recipient, unless they inform the Co-op in writing of their new address.

3. The accidental omission to give notice to, or the non-receipt of a notice by, a member, director, officer, auditor, or member of a committee of the board, or an error in a notice that does not affect the substance of it, does not invalidate any action taken at a meeting held in accordance with, or otherwise founded on, that notice.

Article 3 - Meetings of Members

3.1. Annual Meeting

1. The annual meeting shall be held each year within six (6) months of the end of the fiscal year and, in accordance with the Act, no more than fifteen months after the previous annual meeting.

3.2. Notice

1. Notice shall be provided for all general meetings no fewer than ten (10) and no more than fifty (50) days in advance of the meeting.
2. The notice shall include the time, date, and place of the meeting, as well as an overview of the business to be considered at the meeting.
3. No business that is not set out in the notice of meeting shall be conducted at a general meeting, except for business incidental to the meeting or as otherwise allowed or required by the Act, the articles, or these bylaws.

3.3. Chair

1. The President shall act as the chair of a general meeting, unless a different chair is selected by the Board or the meeting.

3.4. Remote Participation

1. Members may participate in and be considered in attendance at a general meeting by telephone or by another synchronous communication system that allows the member to hear and be heard.

3.5. Quorum

1. Quorum to begin a general meeting is the representatives of fifty (50) memberships, present in person or remotely.
2. Once a quorum has been obtained and the meeting proceeds to business, the quorum required for the meeting to continue is the representatives of ten (10) memberships.

3. If a general meeting has not met quorum within one (1) hour of its scheduled time, then the meeting is adjourned to a time, date, and place to be set by Board, but in no case more than two weeks after the meeting. If the adjournment of the meeting does not meet quorum within one (1) hour of its scheduled time, then for the remainder of the meeting, the members present form a quorum.

3.6. Agenda

1. The agenda shall be approved at the beginning of each general meeting.

Article 4 - Directors

4.1. Annual Meeting

1. There shall be ten (10) directors of the corporation:
 - a. Nine (9) Ordinary Directors with a term of two years.
 - b. One (1) Youth Director with a term of one year.
2. In interpreting the term of office of a director, a “year” is defined as beginning at the adjournment of an annual meeting and lasting until the adjournment of the subsequent annual meeting.
3. The election of Ordinary Directors shall be staggered, with five (5) elected in one year and four (4) elected in the next. Vacancies shall have no effect on the alternation of terms.
4. Directors must be members of the Co-op and may not be employees of the Co-op.
5. The Youth Director must be less than 26 years of age at the time of her election or appointment.

4.2. Vacancies

1. If the membership fails to elect a director to an open position at the annual meeting, or if a vacancy arises for any other reason, the Board may appoint a director to fill the seat.
2. A director appointed by the Board holds office only until the next annual meeting.
3. If at any time the number of directors falls below three, the Board shall call a general meeting to fill any vacancies.

4.3. Quorum

1. Quorum at meetings of the Board is a majority of directors.

4.4. Meetings

1. The Board may establish regular meetings for which no notice is required.
2. Notice of special meetings of the Board shall be given at least four (4) days in advance of the meeting.
3. Special meetings of the Board may be called by any director.
4. There is no restriction on business that may be transacted at a special meeting.
5. Meetings may be held at the head office of the Co-op, or at such other place(s) in Ontario specified by the Board.
6. Directors may participate in and be considered in attendance at a meeting of the Board by telephone or by another synchronous communication system that allows the member to hear and be heard.
7. A resolution signed by all directors has the same force and effect as if passed at a duly called meeting of the Board.

4.5. Powers

1. The Board has the authority to manage the Corporation generally, to establish committees for the conduct of business, and to adopt special rules of order.
2. Except as prohibited by the Act, the Board may delegate any or all its powers to officers and to committees consisting only of employees, directors, and members of the Co-op. The Board may place any restrictions it sees fit on the use of delegated powers.

4.6. Remuneration & Indemnity

1. In accordance with the articles, directors shall not receive a salary.
2. In accordance with the articles, the Co-op may pay for directors' reasonable expenses incurred in the performance of their duties.
3. The Co-op may indemnify current and former directors, their heirs and personal representatives against all costs, charges and expenses, including any amount paid to settle an action or satisfy a judgment incurred by them, and to which they were made party by reason of being or having been directors.
4. The Co-op may purchase and maintain insurance for the benefit of any current or former director, officer, employee, or agent of the Co-op and such a person's heirs or personal representatives against any liability incurred by the person as such director, officer, employee, or agent.

4.7. Committees

1. The Board shall establish a Nominations Committee, which shall be responsible for soliciting, receiving, and approving nominations for directors.
2. The Board may assign additional duties to its committees and establish additional committees as it sees fit.

4.8. Officers

1. The officers of the Co-op shall be:
 - a. The President,
 - b. The Secretary,
 - c. The Treasurer.
2. The officers of the Co-op shall all be directors.
3. Officers shall be appointed at the first Board meeting following the annual general meeting, to serve a term of one year or until their successors are elected.

Article 5 - Elections

5.1. General

1. The purpose of the election process is to prepare a slate of candidates to be presented for election to the Board at the annual meeting. A candidate selected by the election process is not elected to the Board until the resolution electing them is passed at the annual meeting.

5.2. Nominations

1. The Nominations Committee shall solicit nominations for directors from the members of the Co-op.
2. The Nominations Committee shall set a deadline for the receipt of nominations, no fewer than fourteen (14) days before the opening of voting.
3. The Nominations Committee shall verify that each nominee is eligible for election to the Board.
4. The Nominations Committee may establish procedures governing campaigning by the nominees.

5.3. Voting

1. The vote held as part of the election process shall occur either online prior to the annual meeting or at the annual meeting.
2. Votes shall be held independently for Ordinary Director seats with a one (1) year term, Ordinary Director seats with a two (2) year term, and the Youth Director seat.
3. If the vote is held online prior to the annual meeting, the voting mechanism must be approved by the Board. The dates and times at which voting shall open and close shall be set by the Board, but the voting shall not open more than ten (10) days before the annual meeting, and it shall close before the annual meeting begins. The voting period shall be at least two (2) days.
4. All nominees whose nominations were accepted shall be included on the ballot. Nominations from the floor shall not be accepted.
5. The Nominations Committee may recommend one or more nominees for selection.
6. The vote shall be taken by secret ballot using the Single Transferable Vote system, with a None of the Above option.
 - a. Each voter shall be given a ballot containing the names of each of the nominees and "None of the Above".
 - b. The voter shall rank one (1) or more of the options in order of preference.
 - c. During each round of tabulation the highest preference on each of the ballots that remains in the tabulation is totalled. If all options on a ballot have been removed from tabulation, then it is not counted for the remainder of the process.
 - d. If any options' total strength exceed the Droop quota ($((\text{total votes} / (\text{number of available seats} + 1)) + 1)$), those options are selected. A selected option other than None of the Above is removed from the tabulation. None of the Above may be selected multiple times.
 - e. When an option is selected, each vote for that option is reduced in strength by to $(\text{previous strength} * ((\text{total votes for option} - \text{Droop quota}) / (\text{total votes for option})))$. If the option selected was a nominee, the vote will be subsequently counted for its next highest preference; if it was None of the Above, the vote will continue to count for None of the Above at its reduced strength.
 - f. If no options exceed the Droop quota, the option or options with the lowest strength, other than None of the Above, are eliminated and removed from the tabulation. Votes for those options are not reduced in strength and are subsequently counted for their next highest preference.
 - g. If there are no nominees remaining or if $((\text{total number of selected} + \text{number of times None of the Above is selected}) \geq (\text{available seats}))$, the process terminates. Otherwise, the tabulation continues for another round.

7. In the event that more options are selected than there are available seats, the options selected on the latest round of tabulation with the lowest votes are eliminated rather than selected until no more options are selected than there are available seats.
8. The final slate of candidates to be presented for election is the nominees selected by the process. For each time None of the Above is selected, one fewer nominee will be chosen than the number of available seats.
9. In the event of a tie eliminating the last nominees, the tie shall be resolved by resolution of the annual meeting.

5.4. Election

1. At the annual meeting, at the appropriate time in the agenda, the chair shall assume a motion to elect the candidates selected by the voting process to the Board.
2. If the voting process to select candidates was conducted prior to the meeting, then the vote on the motion to elect the candidates must be taken by secret ballot.
3. In the event that this motion fails, the election of directors shall be conducted as determined by the meeting.

Article 6 - Financial Provisions

1. The Board may raise or borrow money or secure the payment of money for the purposes of the Co-op, in accordance with all relevant law.
2. The Co-op may borrow money from members in addition to membership loans, under such terms and with such interest as approved by the Board.

Article 7 - Parliamentary Authority

1. The rules contained in the current edition of Robert's Rules of Order Newly Revised shall govern the Co-op in all cases in which they are applicable and not inconsistent with these bylaws and any special rules of order the Co-op may adopt.
2. Where the Act provides for a rule in the nature of a rule of order that applies in default of a bylaw on that subject, an applicable rule in the parliamentary authority or in the special rules of order of the Co-op or Board, as applicable, shall be considered sufficient to supersede the default provided in the Act.



Community
CarShare

Privacy Policy

Community CarShare Privacy Policy

This Community CarShare (herein referred to as “the co-op”) Privacy Policy follows the ten principles of the Personal Information Protection and Electronic Documents Act. The Act balances a member’s right to privacy of personal information with the need of the organization to collect, use, or disclose personal information for legitimate business purposes.

1. Accountability

The co-op is responsible for protecting the personal information it collects for the purposes of providing car sharing services to its members.

The co-op’s Privacy Officer is:

Executive Director
203-290 King St E
Kitchener, ON N2G 2L3
519-578-1895
info@communitycarshare.ca

2. Identifying purposes

The Co-op will only collect information that is necessary to:

- invoice members for services delivered by the co-op;
- ensure that members meet the requirements of the co-op’s insurance policy;
- contact members to provide updates and information regarding services;
- determine usage patterns of the co-op’s vehicles to inform decisions on how to improve services and of where to locate future co-op vehicles; and,
- protect the members and property of the co-op, including sharing of information with authorities (e.g. police, emergency services personnel) as deemed necessary by the privacy officer, in the event of emergency or suspected unlawful activity.

3. Consent

By signing the member application, and subsequently becoming a member, the person gives the co-op explicit permission to use their personal information for the purposes identified in #2.

4. Limited Collection

The co-op will only collect information that is necessary to deliver services and information to members.

5. Limited use, disclosure and retention

Members can expect that the co-op will only use their personal information for the purposes outlined in #2, or as required by law.

Community CarShare Privacy Policy

The Cooperative Corporations Act has provisions that allow members to have access to member contact info for the purpose of conducting co-op business. Any other request for personal information by a third party will be referred back to the member for written permission. All personal information that is no longer needed for the purposes required will be shredded or electronically deleted.

6. Accuracy

Members must inform the co-op of any changes in their personal information, including their contact information and driving record. The co-op will try to keep members' personal information as complete and accurate as is necessary and reasonably practical for delivering carsharing services.

7. Safeguards

All written personal information regarding members is kept in a locked office. Security is further ensured by careful storage and password protection of electronic data.

The Internet is not a secure medium of communication. Therefore, the co-op will not use e-mail or voice mail to communicate personal information. Members must give the co-op permission to send their monthly invoices over the Internet.

8. Openness

The Co-op will inform all members of this Privacy Policy and any changes that are made to it. Any questions about this policy should be directed to the co-op's Privacy Officer.

9. Individual access

Upon written request, the co-op will inform members of the existence, use, and disclosure of their personal information, and give them access to it. Members may challenge the accuracy of the information and have it amended as appropriate.

10. Providing recourse

Issues regarding compliance with the co-op Privacy Policy should be addressed in writing to the co-op's Privacy Officer. The Privacy Officer may delegate this responsibility to another co-op staff or Director. A response will be given to the member within 30 days.