Policy Manual

| | POLICY NUMBER | R | TITLE OF POLICY |
|----------|---------------|--------------|---------------------------------------|
| | C-11 | | Non-Profit Community Group Storage |
| Approval | D/M/Y | Resolution # | |
| Approved | 27/11/2017 | 17.439 | |
| Approved | 26/09/2022 | 22.254 | |

STATEMENT:

The Town of Vulcan requires a policy to formalize a process to set out, as clearly as possible, the guidelines and regulations which will govern the operation of a "Community Storage Facility" for non-profit groups on property as provided by the Town of Vulcan.

1. Policy

- 1.1 The administration and maintenance of the grounds of the "Community Storage Facility" shall be the responsibility of the Town's CAO working in co-operation with the Town Foreman, Development Officer and Community Services Manager. The CAO shall sign agreements (Schedule "A" & "B") on behalf of the Town.
- 1.2 Any funds for improvements to the facility, not including the current budget approved by the Town Council, will be reviewed and evaluated by the Town's CAO, Town Foreman and Community Services Manager with appropriate recommendations to the Town Council.
- 1.3 There will be a \$1.00 lease fee charged to the non-profit groups (tenants) in regards to land on which the storage structure or items are placed.
- **1.4** There will be two classifications of storage available to non-profit groups:
 - a) "Contained Storage" means storage of items within a structure as approved by the Town of Vulcan.
 - b) "Outside Storage" means storage of items outside of a structure.

2. Contained Storage

- **2.1** Contained storage structures are to be in the form of metal storage containers.
- **2.2** Ordering of containers to be facilitated by the Town of Vulcan
- **2.3** Purchase cost of the containers and delivery costs are the responsibility of the non-profit group.
- **2.4** Containers purchased by non-profit groups to be new, of uniform size (20'x8') and colour.
- 2.5 Storage structures purchased by the Town of Vulcan for rental purposes or Town of Vulcan storage purposes shall be approved by Town Council

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- **2.6** The physical placement of containers to be at the discretion of the Town of Vulcan Public Works Department.
- **2.7** The outside condition of the containers will be reviewed annually by the Town. Any repairs or maintenance required will be the responsibility of the non-profit group.
- 2.8 Signing of Agreement (Schedule "A") to be in place prior to ordering of the storage container.
- **2.9** All storage containers shall be assigned a number by the Town and this number shall be displayed on the container door.
- **2.10** The non-profit group will provide a suitable lock to secure the container and will be responsible for maintenance of the lock.
- **2.11** The Town of Vulcan will be provided a key or combination to the container. Access to the container by the Town of Vulcan to be in emergency situations or at the request of the storage unit owner.
- **2.12** Storage of hazardous or dangerous goods, illegal, stolen, perishable, environmentally harmful or explosive goods is prohibited

3. Outside Storage

- 3.1 Non-profit groups will be allowed to store items suitable for outside storage on the community storage facility grounds.
- 3.2 Items to be approved by the Town of Vulcan prior to placement by means of an Agreement (Schedule "B").
- **3.3** All items to have identification as to ownership.
- 3.4 The physical placement of items to be approved by the Town of Vulcan Public Works.
- 3.5 Items not suitable for "outside storage" include, but are not limited to, building materials, tires, structures, propane tanks.

4. Security & Liability

- **4.1** Non-profit groups will be supplied with a key for access to the fenced "Community Storage Facility".
- **4.2** There will be no extra provided security or fire protection for the containers or stored items and all containers and property stored will be under the sole liability of the non-profit group. The Town of Vulcan will not be responsible for any loss, or damage that may result from the storage of property.

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5. <u>Termination</u>

5.1 Either party may request termination of this agreement within 90 days prior written notice. Notification must be in a written format. Removal of container/items to be at the expense of the non-profit group and removed upon termination of this agreement.

- END OF POLICY-



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Policy C-11 Schedule "A"

Community Storage Facility Agreement

This Agreement outlines the terms under which the Town of Vulcan will lease a site to accommodate the placement of "Contained Storage" at the Community Storage Facility. This agreement is between the Town of Vulcan (Landlord) and the non-profit group (Tenant).

| n-Profit Group Name: | | | |
|----------------------|-----------|--|--|
| Mailing Address: | | | |
| President: | Phone No. | | |
| Secretary: | Phone No | | |
| | | | |

The Tenant hereby agrees:

- to lease a site to accommodate one 8'x20' metal storage container from the Town of Vulcan
- have the Town of Vulcan proceed to order said container and arrange for delivery
- arrange for payment with the Town of Vulcan for container and delivery
- to all conditions as per Policy C-11
- to maintain an inventory of container contents
- to provide a key/combination to the Town of Vulcan to the container
- proof of insurance to be provided upon request
- this lease may be terminated with 90 days notice from either party
- the responsibility of maintenance and upkeep of the storage container to the Lessor's satisfaction
- the provision of a suitable lock to secure the container and hereby agree to maintain lock
- the colour of the container will be at the discretion of the Town
- placement of the containers to be at the discretion of the Town of Vulcan Public Works Department.
- material stored shall be under ownership of the non-profit group

The Landlord hereby agrees:

- to lease the site for the storage container to the tenant for \$1.00
- to provide a key/combination to the entrance gate of the facility
- to maintain the grounds of the facility

Storage of hazardous or dangerous goods, illegal, stolen, perishable, environmentally harmful or explosive goods is prohibited

The Town of Vulcan Development Officer has final approval of all contained storage units. This documentation sets forth our agreement and the above terms and will be binding upon signing this agreement.

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ACKNOWLEDGEMENT & AGREEMENT

| We hereby acknowledge and agree to the terr | ms set forth above to provide for a site for placement of a |
|---|---|
| storage container identified as # | at the Town of Vulcan Community Storage Facility: |
| Date: | |
| Tenant | Town of Vulcan (Landlord) Kim Fath, CAO |

Witness VIII CCALL ALBERTA

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Policy C-11 Schedule "B"

Community Storage Facility Agreement

This Agreement outlines the terms under which the Town of Vulcan will lease a site to accommodate the placement of "Outside Storage" at the Community Storage Facility. This agreement is between the Town of Vulcan (Landlord) and the non-profit group (Tenant).

| Non-Profit Group Name: | |
|------------------------|----------|
| Mailing Address: | |
| President: | Phone No |
| Secretary: | Phone No |

The Tenant hereby agrees:

- to all conditions as per Policy C-11
- to maintain an inventory/ list of "Outside Storage Items" as part of this Agreement
- if locked, to provide a key/combination to the Town of Vulcan
- proof of insurance to be provided upon request
- this lease may be terminated with 90 days notice from either party
- items stored shall be under ownership of the non-profit group
- site for the "outside storage" will be approved by the Town Foreman and can be changed at his discretion

The Landlord hereby agrees:

- to lease the site for the "outside storage" to the tenant for \$1.00
- to provide a key/combination to the entrance gate of the facility
- to maintain the grounds of the facility
- that the Town approves items intended for "outside storage"

Storage of hazardous or dangerous goods, illegal, stolen, perishable, environmentally harmful or explosive goods is prohibited

The Town of Vulcan Development Officer has final approval of all "outside storage" items. This documentation sets forth our agreement and the above terms and will be binding upon signing this agreement.

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ACKNOWLEDGEMENT & AGREEMENT

We hereby acknowledge and agree to the terms set forth above to provide for a site for placement items for "outside storage" at the Town of Vulcan Community Storage Facility:

| Date: | |
|---------------------------------|---|
| Tenant | Town of Vulcan (Landlord) Kim Fath, CAO |
| Witness | Town of |
| List of "Outside Storage" Items | |
| | Date: ALBERTA |
| | Dato |
| | Date: |

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