



## **POLICY – AD 20**

## **STORAGE ON MUNICIPAL OWNED LANDS**

<b>APPROVAL DATE:</b>	2000-12-08	<b>CROSS-REFERENCE:</b>	
<b>RESPONSIBILITY:</b>	Administration		
<b>APPROVER:</b>	Council	<b>APPENDICES:</b>	
<b>REVISION DATE (s):</b>	2018-5-28; 2019-6-10	<b>REVIEW DATE:</b>	2021

### **POLICY STATEMENT**

To designate specific areas on municipal owned lands whereby resident's may store specific personal property.

### **BACKGROUND**

The Village of Marwayne has green space on which privately owned property has been historically stored. Given that there are currently no immediate plans to develop these lands, the Village has endeavoured to allow residents the opportunity to store their belongings on public property subject to mutually agreed upon terms and conditions.

### **OBJECTIVE**

To allow resident's the opportunity to store personal belongings on designated areas of municipal owned lands.



## DEFINITIONS

**CAO** is the Chief Administrative Officer for the Village of Marwayne in the Province of Alberta.

**Employee** is a full-time permanent Employee of the Village of Marwayne in the Province of Alberta.

**Employer** is the Village of Marwayne in the Province of Alberta.

**Owner** is a person who is the rightful and registered owner of a piece of personal property stored on Municipal owned lands.

**Recreation Vehicles** are motorhomes, travel trailers, park model trailers and campers.

**Resident** is a person whom resides within the municipal boundary of the Village of Marwayne.

**Village** is the Village of Marwayne in the Province of Alberta.

## GUIDING PRINCIPLES

This policy applies to all Residents who have elected to store personal property on designated municipal owned lands and is subject to the terms set forth below:

- Residents may only store Recreational Vehicles, utility trailers and boats on designated municipal owned lands.
- All Residents who wish to store personal property on designated municipal owned lands must:
  - Thoroughly read and submit to the Village administration office a rules and restrictions form attached hereto as Schedule "A";
  - Adhere to the rules and restrictions outlined in Schedule "A";
  - Complete and submit to the Village administration office a liability and indemnity waiver form attached hereto as Schedule "B" ; and



- o Complete and submit to the Village administration office a personal property storage form attached hereto as Schedule “C”.

## ROLES & RESPONSIBILITIES

ROLE/TASK	TITLE (s) OF PERSON RESPONSIBLE
<b>HANDLING INQUIRIES &amp; COMMUNICATING POLICY</b>	Chief Administrative Officer
<b>MONITORING REVIEWS AND REVISIONS</b>	Administrative Assistant

## EXEMPTIONS

The Village of Marwayne reserves the right to rescind this policy at any time and demand that all personal property be immediately removed from the designated municipal owned lands upon which they were stored.



## SCHEDULE "A"

The following rules and restrictions apply to all personal property willingly stored by Residents on municipal owned lands.

- All personal property stored on municipal owned lands is stored at the owner's own risk.
- All personal property must be insured by the owner prior to being stored on municipal owned lands.
- Proof of residence must be provided to the Village administration office during the application process to ensure eligibility.
- Approval from the Village is required prior to the placement of any personal owned property on municipal owned lands.
- Applications must include a complete liability and indemnity waiver completed by the owner of the personal property.
- The Village reserves the right to deny any application for any reason.
- The Village reserves the right to demand for the immediate removal of any personal property at any time. The Village shall provide a minimum of fifteen (15) days notice to the owner of the personal property requesting its removal.
- Property that has not been removed from municipal owned lands following the fifteen (15) day notice provided by the Village is subject to enforcement under the Community Standards Bylaw, including the issuance of municipal tags, violation tickets and penalties.

By signing this agreement, the Owner acknowledges that he/she has read, understood and agreed to all of the provisions & waivers listed on this form.

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**Name (Print & Sign)**

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**Date**



## **SCHEDULE “B” – Liability and Indemnity Waiver**

Please read the liability and indemnity waiver carefully as it removes any and all liability from the Village of Marwayne for the storage of personal property on municipal owned lands.

The owner of the personal property (hereinafter referred to as the “Owner”) acknowledges that there are inherent risks, obvious or hidden, involved in using an open and unmonitored land for the storage of personal property. The Owner understands these risks and voluntarily assumes all of these risks. The Owner acknowledges that this agreement replaces any agreements or representations made by the Village of Marwayne and constitutes the entire agreement between the parties.

I, \_\_\_\_\_, assume all responsibility for the supervision of my personal property while stored on the Village of Marwayne’s property. I agree to be liable for all damages whatsoever while my property is being stored on publicly owned lands. I hereby hold harmless and indemnify the Village of Marwayne from any and all damages, costs, legal fees, expenses, fines, penalties or liabilities, as the case may be, of any nature resulting from the use of publicly owned lands for the purpose of storing my personal property. I release the Village of Marwayne in its entirety from all claims with respect to my personal property.

By signing this agreement, the Owner acknowledges that he/she has read, understood and agreed to all of the provisions & waivers listed on this form. The Owner accepts full responsibility for any loss or damage to their personal property by signing below.

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**Name (Print & Sign)**

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**Date**



## SCHEDULE "C" – Personal Property Storage Form

**Address:** 210 2<sup>nd</sup> Avenue South, Box 113, Marwayne, Alberta T0B 2X0

**Email:** [admin@marwayne.ca](mailto:admin@marwayne.ca) **Phone:** 780-847-3962

<b>NAME:</b>		<b>DATE</b>	
<b>ADDRESS:</b>		<b>PHONE:</b>	
<b>PERSONAL PROPERTY:</b>			
Property Type	Personal Insurance Policy Number		
Location of storage			

<b>VILLAGE OF MARWAYNE USE ONLY</b>	
<b>Storage Authorized or Denied:</b>	
<b>By:</b>	
<b>Date:</b>	
<b>Order Comments:</b>	

This agreement is valid for a maximum of (12) twelve months from the authorized date. Owner's are responsible for renewing their access request with the Village of Marwayne after each twelve (12) month period.

By signing this agreement, the Owner of the personal property acknowledges that he/she has read and agrees to all the provisions & waivers listed within Policy AD 20 and Schedules A, B and C attached thereto. The Owner of the personal property accepts full responsibility for any loss, theft or damage to their property.

\_\_\_\_\_  
**Name (Print & Sign)**

\_\_\_\_\_  
**Date**