

<b>PURPOSE</b>	To determine if and under what conditions Council will provide property (land and building) assets to community groups.
<b>OBJECTIVES</b>	<p>To clearly define the circumstances under which Council would (if at all) provide land or buildings to be primarily used or occupied for community benefit by a community group.</p> <p>For example, minimum criteria would be:</p> <ul style="list-style-type: none"> <li>• There should be a demonstrable community need;</li> <li>• There should be a demonstrable alignment between the objectives of the community group and those of the Council;</li> <li>• There should be consistency with the Shire's own planning for service delivery to the community; and</li> <li>• There should be strong adherence to access and equity principles.</li> </ul> <p>For the purposes of this policy, a community group could also be a provider of emergency services with a volunteer membership.</p>
<b>SCOPE</b>	This Policy applies to all community groups, organisations and sports or social clubs who seek to occupy Council facilities.
<b>DEFINITIONS</b>	<p><b>Community Group</b> – means a not-for-profit group which:</p> <ul style="list-style-type: none"> <li>• Is providing educational, welfare, social, cultural or emergency services to the local community;</li> <li>• Is locally based within the Mornington Peninsula Shire;</li> <li>• Is not for the direct personal gain or benefit of an individual;</li> <li>• Generally demonstrates a strengthening of community; and</li> <li>• Is not covered for occupancy under the Shire's Occupancy Policy for Active Sports Reserves, Pavilions and Community Halls.</li> </ul> <p><b>Community Facility</b> – means either Council land or buildings which can be provided to the Community Group to assist them in the delivery of their outcomes.</p> <p><b>Tenure</b> – means a lease or licence at a rental and under conditions which are less than commercial rental and subsidised by the Shire, the terms of which will generally be five years with review at that time.</p> <p><b>Term</b> – means the initial term of the lease, rental or licence.</p> <p><b>Further Term</b> – means the option of a further term or terms as offered by Council.</p> <p><b>Permitted Use</b> – means the activities agreed by Council to be conducted by the community group from the site during the tenure.</p> <p><b>Rental</b> – means in the first term of a lease or licence to be \$520 per annum plus GST for the first year and then adjusted annually for CPI (all Groups Melbourne) unless otherwise negotiated and agreed.</p>

<p><b>DEFINITIONS</b> (CONT'D)</p>	<p><b>Rent Review</b> – means that subject to further terms being offered, rental will generally be increased annually for CPI (all Groups Melbourne) unless otherwise negotiated and agreed.</p>
<p><b>POLICY</b></p>	<ol style="list-style-type: none"> <li>1. Where <ul style="list-style-type: none"> <li>A Community Group demonstrates to Council that its program outcomes generally lead to beneficial welfare, social, cultural or community safety outcomes and a general strengthening of community, and Council is satisfied that: <ol style="list-style-type: none"> <li>(a) there is a need for such programs; and</li> <li>(b) the community does derive benefit.</li> </ol> </li> <li>Council will consider the provision of any available property (land or buildings) as accommodation for that group.</li> </ul> </li> <li>2. Council will only consider the provision of a Community Facility where it has either spare and under-utilised resource, or it specifically resolves to do so.</li> <li>3. Tenure will <ul style="list-style-type: none"> <li>(a) require the Community Group to enter into a standard lease or licence;</li> <li>(b) generally be at a subsidised rental (\$520 p.a. plus GST) unless otherwise negotiated and agreed; and</li> <li>(c) be on the basis that the Community Group will pay all outgoings including contents insurance and all maintenance as set out in the attached maintenance schedule.</li> </ul> </li> <li>4. Preference will be given to community groups that demonstrate a regional (as distinct from local) focus on service delivery.</li> <li>5. Council will generally not contribute towards the establishment or set up of the community facility.</li> <li>6. Formal lease or licence agreements must be established between the community group and Council prior to occupancy.</li> <li>7. A formal process of accountability of performance must be agreed between the community group and Council. In a format agreed by Council, at least annually the community group must report to Council on its achievements.</li> </ol>

<b>PROCEDURE</b>	<p><b><u>1. Assessment of Community benefit, community building or community safety</u></b></p> <p>(a) In assessing the degree of community benefit, community building or community safety, key considerations will include:</p> <ul style="list-style-type: none"><li>• The degree to which the group supports locally-based initiatives and concerns;</li><li>• The degree to which the group engages in collaborative activities with other groups in the community;</li><li>• The extent of participation by residents;</li><li>• The degree to which the group supports the Shire's goals, policies and strategies;</li><li>• The level of commitment shown to the community through voluntary membership of the community group; and</li><li>• The commitment shown to community well-being through the provision of community safety responses.</li></ul> <p>(b) Any request for support must <u>not</u> out-weigh the assessed community benefit derived from the group's operations.</p> <p><b><u>2. Availability of community facility</u></b></p> <p>(a) In reviewing the availability of community facilities, consideration must be given to existing facilities that may be assessed as available;</p> <p>(b) Should no suitable existing facility be deemed available, the community group's request must be formally considered by Council and a formal resolution of support made before a new facility is provided; and</p> <p>(c) In considering the provision of community facilities, the Council report must address the assessment of community benefit criteria.</p> <p><b><u>3. Determination of lease or rental tenure</u></b></p> <p>(a) Any tenure of one year or less is delegated to the Manager – Property and Valuations.</p> <p>(b) Any tenure longer than one year will be determined by resolution of Council.</p>
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<b>RESPONSIBILITY</b>	<p><b>Manager – Property and Valuations</b> For ensuring the Policy and procedures are implemented and maintained. Also for determining on the availability and suitability of existing property which would satisfy a request.</p> <p><b>Council</b> For considering and determining requests for property that cannot be satisfied from available, suitable resources.</p> <p><b>Team Leader– Property Operations</b> For ensuring that leases or licence are put in place, and for the periodic monitoring and review of such leases or licences.</p> <p><b>Relevant Director</b> For initial assessment of community benefit.</p> <p><b>Relevant Manager</b> For fulfilling the role of ‘notional landlord’ and acting as the Council liaison for all operational matters. Also for annually assessing the relative worth of the community group’s performance based on agreed assessment criteria.</p>
<b>RELATED POLICIES</b>	Commercial Tenancies Policy.
<b>RELATED LEGISLATION</b>	<p>Local Government Act 1989.</p> <p>Residential Tenancies Act 1997.</p>
<b>REFERENCES</b>	<p>Council Files.</p> <p>Council Leases Register.</p> <p>Standard Council Community Groups Lease.</p>
<b>REVIEW</b>	This Policy shall be subject to review within 12 months of the next general Council elections to be held in November 2012.

## MAINTENANCE SCHEDULE LESSORS AND LESSEES RESPONSIBILITIES

### Building Maintenance EXISTING INFRASTRUCTURE

MORNINGTON PENINSULA SHIRE COUNCIL	LESSEE
A 'Mornington Peninsula Shire' sign specifying the name of the facility.	Repair or maintain spectator or public seating.
Heating and hot water.	Clean and maintain barbecues
Installation, repair or renewal of plumbing, sewerage and septic systems.	General cleaning of the premises and surrounds incl. external toilets within the lease area.
Granitic paths, concrete paths, kerbs and channelling.	Maintain furniture.
External and Internal painting on a cyclical basis.	Non structural maintenance.
All building wiring from the main supply to and including the switchboard, power points and light fittings.	All appliances supplied or installed by the lessee.
Fumigation and pest control for termites or other pests that could damage the integrity of the building.	General pest control.
Major ceiling repair and/or replacement, replacement of internal & external doors & windows.	Subject to age and joint inspection, the installation and replacement of curtains and blinds (where provided).
Maintenance and cleaning of all park furniture and structures outside lease area.	
Ovens (other than commercial) and hot water systems.	Kitchen equipment & cupboards including appliances such as dishwashers, refrigerators and commercial cooking & refrigeration equipment.
Maintenance of grease interceptor traps.	Sound systems.
Subject to age and joint inspection the installation and replacement of floor surfaces and coverings.	Score boards and any additional accessories installed by the Lessee.
Decking/Balustrades.	Specialised items for the core activity.

## Appendix 1 (cont'd)

### Grounds Maintenance

MORNINGTON PENINSULA SHIRE COUNCIL	LESSEE
Basic drainage and manual watering system.	Provision and maintenance of playing surfaces.
A gravel access road.	Maintenance and/or replacement of small trees.
Minimum bushland maintenance.	Maintenance of surrounds to buildings and playing areas.
Management, line clearance and pruning trees in open space and on open space reserves where works are carried out by a professional arborist.	
Implementation of tree planting program and replacement program.	
Pest plant management.	
Replace and repair all boundary fences and gates except where damage is caused by Lessee's activities.	

### Security and Safety

MORNINGTON PENINSULA SHIRE COUNCIL	LESSEE
Replacement of broken glass to external windows/doors (except where caused by user activities).	Electronic security or Patrol Services.
Installation, maintenance and replacement of portable fire appliances, except where the appliance has been discharged through misuse.	Any external sporting lighting used to enhance playing and/or players conditions which is not related to the security of the reserve, remains the sole responsibility of the club.
Installation and maintenance of external security lighting. Maintenance of emergency lighting where provided.	Maintain a key register and emergency contact for Shire. (the Shire is to be provided with an access key and alarm code).
Installation and maintenance of locks, purchasing and issuing of keys and maintaining a key register.	Emergency evacuation plan signed off by CFA.
Repair or replacements as necessary external building security lighting, roofs, locks and windows.	

\*\*It is desirable that all sites be keyed to Council's master key system – where applicable the council will fund the change over "subject to available funds"