



# **Leasing and Licensing Policy for Council-owned Land and Council- managed Land**

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## Purpose

This policy establishes the principles to be applied for the leasing and licensing of non-residential Council-owned land or Council-managed land, including Private Jetties, to other parties to maximise the social, environmental and economic benefits to the East Gippsland Shire.

## Scope

The scope of this policy is to provide a framework for:

- Optimising occupancy of Council assets where possible through shared use by multiple Tenants; and
- A consistent approach when entering into agreements for Tenants to occupy Council facilities.

The policy applies to:

- all Leases, Licences and agreements over Council-owned land and Council-managed land entered into after the policy approval date; and
- Leases, Licences and agreements falling due for renewal after the policy approval date.

Lease and Licence commitments existing at the time of this policy being approved, including 'options' clauses, will be honoured. This policy only applies to new Lease and Licence agreements entered into after the date of approval.

The policy does not apply to Community markets held on Council-owned land or Council-managed land, provided the markets are organised by a Not-for-Profit Organisation and do not occur more than 12 times within a calendar year<sup>1</sup>.

## Policy Context

The leasing and licensing of Council-owned land and Council-managed land will be subject to a fair and transparent process. Legislative compliance, Community benefit considerations and maximising the financial return on Council's assets will be the fundamental principles guiding Council's issuance or renewal of Leases and Licences.

## Policy Statement

Five principles have been adopted to provide a consistent framework for the leasing and licensing of Council-owned land and Council-managed land. The five principles determine that Leases and Licences must:

1. Provide demonstrated Community and/or economic benefit.

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<sup>1</sup> Community markets that are held no more than 12 times per year are subject to an events permit issued by Council's Community Laws unit.

2. Be given 'Approval in Principle' before the Expression of Interest or public advertising process commences on any proposed Lease or Licence of Council-owned land or Council-managed land.

*Explanatory note:*

*Before there can be an agreement or commitment to Lease or Licence Council-owned land or Council-managed Crown land, the proposal needs to be developed in the form of a detailed submission for consideration by the relevant General Manager for Council-owned land and/or the Minister<sup>2</sup> (or the Minister's delegate, where applicable) for Council-managed Crown land, for Approval in Principle<sup>3</sup>. Once Approval in Principle to Lease or Licence has been granted, an Expression of Interest process or advertising can be undertaken which is then followed by final negotiations.*

3. Be developed and approved through an accountable and transparent allocation process.
4. Be subject to appropriate terms and conditions, including (but not limited to):
  - (a) rental payable;
  - (b) a term will generally not exceed 21 years for Lease agreements and nine years for Licence and other agreements;
  - (c) terms of up to 50 years may be available for projects of regional significance or essential services and will only be considered in exceptional circumstances; and
  - (d) a term should reflect the nature of the occupation of the Lease, Licence or agreement intended (for example, future use of the land and/or buildings, level of capital investment proposed, economic benefit including employment).
5. Be subject to consistent documentation for similar uses and occupation types across the Shire.

Council is responsible for managing Crown land on behalf of the Victorian Government. This Council policy adheres to the DELWP Leasing Policy for Victorian Crown Land (Updated May 2018) ('DELWP Leasing Policy'), which provides a framework and guidelines for the leasing and licensing of Crown land in Victoria. The DELWP Leasing Policy applies to all managers, Tenants and prospective Tenants, including municipal authorities such as Council, to ensure the leasing and licensing of Crown land:

- is undertaken through a transparent, fair and impartial process; and
- ensures that the Community benefits from improved social and economic outcomes as a result of the leasing of Crown land, without detriment to public land values.

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<sup>2</sup> In the case of leases issued under the *Crown Land (Reserves) Act 1978*, the Minister's written approval to grant the lease is required to fulfil legislative requirements.

<sup>3</sup> Approval in Principle for:

- Council-owned land is granted by Council or its delegated officer, the General Manager responsible for the asset under their Directorate; and
- Crown land managed by Council is granted by Council or its delegated officer, the General Manager responsible for the asset under their Directorate, and the Minister (or the Minister's delegate, where applicable).

Council is equally committed to achieving these objectives in its leasing and licensing activities.

## 1. Lease or Licence

A **Lease** is an agreement that is binding on Council and the Tenant. The Lease grants exclusive use for a period of time under specific conditions in return for a rental payment.

The term of a Lease is one year or more, generally in return for a payment of rent and payment of outgoings, for example electricity, water and rates.

A Lease will only be granted by Council where the building or land, or part of it, will be occupied exclusively by one user and Council considers the granting of a Lease is in the best interest of the Community. The granting of a Lease is at Council's discretion.

A **sub-lease** is a legally binding agreement between the Tenant and a third-party Tenant that gives the third-party Tenant the right to share or take over the leased premises from the Tenant.

A **Licence** does not permit the Tenant exclusive occupancy of the land or building. The Tenant may occupy a building or land during certain days or hours or times of the week, or use rooms within a building with common areas as set out in the Licence agreement, and the facility is shared in common with other Community groups who occupy the same facility at different times. Council considers the granting of a Licence is in the best interest of the Community, as a Licence ensures Council-owned land and buildings are used to their greatest potential, and maximises public access to Community facilities.

A **Management Agreement** is used where Council engages an incorporated committee to manage the land and users of the land on behalf of Council and undertake the care and management of the land.

## 2. Expression of Interest

### Commercial or Partly Commercial Tenants

Prior to the issue or renewal of a Lease or Licence that is wholly Commercial or Partly Commercial, a competitive Expression of Interest process will be conducted in accordance with the principles established under Council's Procurement Policy.

In undertaking a competitive Expression of Interest process, all prospective Tenants will receive the same information about the existing assets, capital improvement / expenditure expectations and other criteria that will be used to evaluate submissions.

There are special circumstances where it may be impractical to use a competitive process, i.e.:

- where there is evidence that conducting a competitive process may place a project of regional or state significance at risk; or
- where direct negotiation with a prospective Tenant would maximise benefits to the Community (e.g. where the site is proposed to be used to conduct a Social enterprise) occupancy by a particular Tenant will complement the activities being undertaken by other Tenants in the building or location etc.);

- when a competitive process has been undertaken but did not result in a satisfactory outcome;
- when the current market rental value of a property is low relative to the cost of conducting a competitive process;
- where the only practical access is via land owned by the adjoining property owners;
- where a State or Federal Government agency is providing a public/Community safety service; or
- where there is another complementing agreement between Council and the Tenant relating to the Lease or Licence being granted.

Under these circumstances, the Chief Executive Officer may authorise direct negotiation to be undertaken with a prospective Tenant to achieve an outcome that serves the broader Community interest. Approval to enter into a formal agreement following a direct negotiation process may be granted only by Council or the Chief Executive Officer as appropriate.

Regardless of whether a competitive or direct negotiation Lease or Licence allocation process is used, the process must be fair, open and impartial.

In the case of a Partly Commercial Lease, license or agreement where the Chief Executive Officer has determined there are demonstrable economic, social and/or environmental benefits for the wider Community, through a formal resolution, Council can exempt the proposed Lease or license from the requirement for a competitive Expression of Interest process to be undertaken.

#### Community Tenants

The Expression of Interest process is not required for Community use occupations unless the Chief Executive Officer determines otherwise.

Where the Chief Executive Officer determines that there may be competing interests for a particular Community rental Lease or Licence, a limited Expression of Interest process may be undertaken to guide the issuance or renewal of that Lease or Licence.

#### Telecommunications providers (or similar service providers)

The Expression of Interest process is not required for occupations by a telecommunications provider (or similar service provider).

#### Government Use

Where a State or Federal Government agency is providing a public/Community service an Expression of Interest process is not required.

### 3. Public advertising

The issuance and renewal of all Leases, Licences (other than those for Private Jetties) and Management Agreements issued or renewed as a direct result of an Expression of Interest process, will be advertised publicly to provide the Community with an opportunity to provide comment in relation to the issuance or renewal.

The Chief Executive Officer will then consider any written submissions received in response to the advertising process and having considered these submissions, will determine the appropriate course of action. Submissions may be referred to Council at the Chief Executive Officer's discretion.

In the case of a sub-lease, if consent has been granted by the Chief Executive Officer for the sub-lease, advertising is not required because the head lease agreement between Council and the Tenant has already been advertised and the granting of a sub-lease does not change the head lease agreement.

Council has an opportunity to include relevant Leases for the financial year as a proposal in the annual budget in accordance with the provisions of the *Local Government Act 2020*. If a Lease is not included as a proposal in the budget, Council will need to undertake a community engagement process in accordance with Council's Community Engagement Policy before entering into any such Lease in that financial year.

### 4. Duration of tenancy (including any options clauses)

The duration of Leases, Licences and Management Agreements will be determined on a case-by-case basis and will consider:

- the intended and future use of the land and/or buildings;
- whether the Tenant is proposing to undertake or contribute towards capital investment and/or structural works;
- the benefit to the broader Community, including economic/employment;
- the adequacy of the facility in relation to the Tenant's requirements; and
- the Tenant's previous tenancy history and/or character references (if requested).

The duration of Leases issued over Council-owned land or Council-managed land will generally be for a term of not more than 21 years. While the *Local Government Act 2020* empowers Council to consider a Lease of up to 50 years or less, Lease terms of more than 21 years will be considered only in exceptional circumstances.

For large scale projects of regional significance or those that provide essential services to the Community, a longer-term Lease may be required. The term granted must be appropriate to that use and in accordance with the provisions of the *Local Government Act 2020* for projects on Council-owned land and the *Crown Land (Reserves) Act 1978* for projects on Council-managed land. Before a term longer than 21 years will be considered a business case must be prepared and presented to Council for formal resolution.

The duration of Licences issued over Council-owned land and Council-managed land will be for a term not exceeding nine years.

Any Lease that includes one or more of the following conditions will be undertaken in accordance with the *Local Government Act 2020*:

- a term of 10 years or longer;
- for one year or more and:
  - payment of rent for any period of the Lease of \$100,000 including GST or more per annum; or
  - the land being leased has a current market rental value of \$100,000 including GST or more per annum.

When extenuating circumstances have been identified that are out of the ordinary, unavoidable or unexpected, and where it can be demonstrated that there has been a significant impact on the tenant's ability to comply with the terms and conditions of their agreement, depending on the monetary value or the term the Chief Executive Officer may extend or vary the leasing or licensing agreement due to the exception identified. Beyond the legislated limits this will be a decision of Council.

## 5. Assessment of rent payable

Rental amounts payable for the occupation of Council-owned land and Council-managed land will be determined in accordance with the table below.

**Table 1 – Commercial or Partly Commercial Tenants**

Commercial Property usage type	Rental basis
Primarily Commercial or Private Use	Current market rate as determined by independent Valuation or competitive public Expression of Interest process (and not less than four times the annual community rental).
Telecommunication facilities	<ul style="list-style-type: none"> <li>• Current market rate as determined by independent formal Valuation to assess the initial rent for the Lease period; and</li> <li>• Annual percentage increase based on the rate cap set by the Minister for Local Government by 31 December each year; and</li> <li>• Valuations every three years for the balance of the Lease and all subsequent terms.</li> </ul>
Community and Not-for-Profit Organisations that generate a Commercial income	Council will use the Capital Improved Value ('CIV') of the site, based on an independent Valuation, to determine the rental for Not-for-Profit Organisations with a Commercial income.
Private Jetties constructed at the cost of the landowner on sites allocated to properties with water frontage, where Council is the responsible authority for the canal or waterway.	Rental is set annually through the fees and charges schedule of Council's Annual Budget.



**Table 2 – Community Tenants**

<b>Community Property Usage Types</b>	<b>Rental Basis</b>
Community and Not-for-Profit Organisations - no Commercial income	Annual community rental, equivalent to that set by DELWP.
Incorporated committee of management appointed by Council to manage occupancy by multiple Community user groups	Nil. Refer to <i>Annual Allocations Policy (Committees of Management over Facilities / Recreation Reserves / Community Halls)</i> . This policy applies to eligible Committees of Management over recreation reserves and/or community halls situated on Council-owned land or Council-managed land that provide demonstrated Community benefit.

Council will invoice Tenants for rental moneys due every 12 months as a minimum. Non-payment of rental will result in enforcement action being undertaken in accordance with the terms of the relevant Lease or Licence.

## **6. Commercial or Private Use**

The rent payable for Commercial or Private Use will be reviewed annually.

The rent will be determined in accordance with a Valuation conducted every three years by an independent valuer ('market review'). For years in which a market review is not required by the Lease or Licence agreement, the rental amount payable will be adjusted by the same percentage as that advised by the Minister for Local Government in December each year in respect of the rate cap. The percentage increase set by the Minister for Local Government in December will apply to Lease and Licence rental increases in the following financial year.

Where there is disagreement between the Tenant and Council over the Valuation for an existing Lease, a Tenant must obtain an independent Valuation at their own expense. If disagreement continues after the two Valuations have been received and considered, the matter will be settled by a conference of valuers, with the cost of the conference to be shared equally between the Tenant and Council.

If the *Retail Leases Act 2003* applies to a Lease and the Tenant does not agree with the Valuation obtained by Council, section 37 of the *Retail Leases Act 2003* applies.

The Chief Executive Officer may consider an expense reimbursement of pre-approved expenditure for structural maintenance or capital improvements to be undertaken by the Tenant.

In circumstances where it is reasonable to conclude a suitable Tenant willing to pay the rental as determined by Valuation will not be secured, a discount may be applied to the value of a rental figure determined by a Valuation at the Chief Executive Officers discretion.

Where it is reasonable to do so, the Chief Executive Officer may determine that the rental payable under a particular occupation is likely to be at such a low level as to render the commissioning of a Valuation financially unviable. In such circumstances, the Chief Executive Officer may determine the rental payable, after taking into account the principles of this policy, previous Valuations and all other relevant information.

Where it has been identified that a State or Federal Government department is providing a public / Community safety use, the minimum Commercial/Private Use rental will apply as determined by this policy (e.g. not less than 4 x \$114.40 including GST per annum, as at the time of this policy being adopted) unless approved by the Chief Executive Officer, after taking into account the principles of this policy, previous Valuations and all other relevant information.

In no circumstances will the rental charged for a Commercial/private occupation be less than four times the equivalent community rental as determined by this policy (e.g. not less than 4 x \$114.40 = \$457.60 including GST per annum, as at the time of this policy being adopted), unless approved by the Chief Executive Officer.

This requirement does not apply to Community property types whose rent is assessed as per Table 2 – Community Tenants.

## **7. Rental obtained from Telecommunication Agreements**

Council will retain all rental income from Lease agreements with a telecommunications provider (or similar service provider) for use of Council-owned land or Council-managed land and will use that rent for the benefit of the whole Community. The Chief Executive Officer will consider a contribution of 25% of the rental income from telecommunication Leases to go directly to the relevant Committee of Management and a corresponding amount be reduced from the annual allocation made to the relevant Committee of Management.

Only the Chief Executive Officer or a Council Officer authorised by the Chief Executive Officer, is authorised to negotiate directly with any telecommunication (or similar) provider in relation to the use of Council-owned land or Council-managed land. Under no circumstances will individual clubs, organisations and Tenants be authorised or have any authority to act on behalf of Council in this regard.

## **8. Not-for-Profit Organisations – Commercial rent reductions**

Where a Not-for-Profit Organisation generates a Commercial income as part of the operation of the facility or service being provided, Council will use CIV of the site, based on an independent Valuation, to determine the rental for a Not-for-Profit Organisation with Commercial income.

A written application for a discount of the market rent, as determined by an independent Valuation will be considered by Council provided it is supported by appropriate information as required by Council including but not limited to:

- the organisation's Constitution or terms of reference;
- details of the organisation's leadership/management structure and membership;
- if relevant, details of any employees or contractors employed either permanently or from time to time as part of its operations;
- any subletting or service provision agreements;
- any business or strategic plans; and

- its audited financial statements for at least the previous three years.

This recognises the social benefits of Community well-being by having Council-owned land and Council-managed land facilities available for use by the Community and acknowledges the Commercial income of the facility or service being provided.

### **Council obligations to optimise Community benefit and/or economic return**

In determining rental to be applied, Council will always be cognisant that renewing a Lease or Licence to the same Tenant for less than market rent may result over time in the effective or perceived privatisation of public land without proper benefit to the Community and/or economic return.

Where a decision has been taken to grant a Lease or Licence to a Not-for-Profit Organisation that generates a Commercial income, at a rent that is less than market rental value, the full rental fee will be determined using the CIV of the premises and then a discount will be applied.

### **Determining Community benefit**

The Community benefit component of the Lease or Licence will be determined having regard to the following factors as a minimum:

1. The proposed Tenant's Constitution or terms of reference, its aims and objectives, and the services it offers to the Community;
2. Whether the proposed Tenant will be providing services in direct competition with other Commercial providers and if so, whether the Lease or Licence at less than market rate provides an unfair competitive advantage to the Tenant over its competitors;
3. The Tenant's annual gross turnover (in the case of an existing Tenant);
4. The proposed Tenant's history and experience in its area of activity;
5. The length of time the proposed Tenant has been based in the Shire and/or its connection with the East Gippsland Community;
6. Whether the services offered by the proposed Tenant, or the proposed Lease or Licence at less than market rent, furthers the objectives of the Council Plan or other plans and programs of the Council;
7. Whether the services or activities are being delivered mostly to residents of a single Community rather or operating on a sub-regional or regional basis;
8. The costs and expenses Council would incur for maintenance and like expenses if it did not Lease or Licence the premises or land. This should include savings by Council if a Tenant undertakes maintenance and repairs instead of Council providing the service and maintaining the premises itself;
9. The extent of capital works proposed to be undertaken or other proposed contribution towards capital investment and/or structural works on the site; and

10. If the Tenant generates income from the premises, the purpose for which that income stream is used. Considerations that will impact negatively on a request for a reduced rental include the use of the Tenant's employees or paid contractors to undertake the activity or deliver the service that generates the income; the Tenant remitting or intending to remit income earned from the premises to its other services or businesses outside the Shire; or to subsidise the cost of goods and services that are offered by the Tenant in competition to other businesses in the area.

If it is determined that the Not-for-Profit Organisation or Commercial activity being assessed falls outside the parameters of these two categories, the request for reduced rental will be referred to the Chief Executive Officer.

### **Cessation of Commercial activity**

If the Tenant provides documentary evidence to the Chief Executive Officer that the premises are no longer used for any Commercial activity, the Chief Executive Officer will review the evidence provided and if it is determined that the Tenant is no longer undertaking this activity, Council or the Chief Executive Officer (whichever is appropriate) may consider reducing the rent in line with the provisions of this Policy.

## **9. Community Use**

Community use Tenants that, under the terms of their agreement, are providing solely Community or social benefit, will pay a minimum rental for occupancy as per Table 2 – Community Tenants at clause 5. This rental represents a nominal contribution by the Tenant towards the ongoing costs incurred by Council to maintain the land or building in a condition that is appropriate for occupancy. Tenants will be required to pay for specific outgoings and services that apply to the property that are specified within the Lease agreement.

Council reserves the right to amend the rental, if a Tenant with the prior approval of Council, varies the use of the premises to include Commercial activities, including but not limited to:

- all forms of liquor licence;
- rent received from sub-letting;
- revenue received from advertising on the premises; or
- any other Commercial activity authorised by Council.

## **10. Seasonal Use of Council-owned Land/Council-managed Land**

Seasonal use of Council-owned land or Council-managed land will be subject to a permit issued by an authorised officer of Council. This will be for a term of up to six months and for the period being approved by the Chief Executive Officer. This applies to activities including but not limited to the hire of recreational equipment (bicycles, kayaks, etc.) and activities such as roller blading and roller skating.

## **11. No obligation to renew**

Under no circumstances will the end of a Lease or Licence term be taken to mean that a new Lease or Licence will be granted to the same Tenant on the same or similar terms.

Council will consider the issue of Community benefit to the East Gippsland Shire on each occasion a new Lease or Licence term is requested. In determining whether to grant a

new Lease or Licence to the existing Tenant, Council or the Chief Executive Officer (as appropriate) will take into consideration:

1. Whether Council requires use of the property (or part thereof) for municipal purposes either immediately or in the future;
2. The extent of compliance by the Tenant with the Lease or Licence requirements throughout the term, including whether the Tenant has paid rent on time, and has properly maintained the premises as required under the agreement and to a satisfactory level;
3. Whether demand for the service offered from the leased property has increased or decreased, based on market trends, Community use of the service or on a case by case basis;
4. Whether demand by other groups for access to these or similar premises has increased or decreased and whether it is equitable for one organisation to have ongoing exclusive use;
5. Whether the membership of the Tenant's organisation or clientele of the Tenant has increased or decreased; and
6. Whether the Tenant has the capacity to optimise the potential of the land and/or building in the best interests of Council and/or the Community.

## **12. Inspections, Maintenance and Improvements**

Council reserves the right to undertake inspections of premises as required to inspect the facilities or improvements located upon the leased or licensed land.

The Tenant is required to maintain the premises in accordance with the maintenance schedule attached to the Lease, Licence or Management Agreement. The maintenance schedule specifies the maintenance obligations for which Council and the Tenant are responsible.

At the end of the term, if Council requires the Tenant to remove any improvements, additions, structures or buildings that have been constructed or installed by the Tenant during the term of the Lease or Licence, the Tenant must remove them and make good any damage caused by their removal within the timeframe specified in the Lease or Licence, or if no timeframe is specified, within three months of being notified in writing by Council.

## **13. Risk and Occupational Health and Safety**

Tenants must have in place emergency and evacuation plans and procedures and must ensure that their members, employees and/or invitees to the site participate in emergency training and drills as required. Tenants must adhere to and comply with all occupational health and safety legislation and regulations. Council's Essential Safety Measures Officer or their delegate may enter the premises to inspect the essential safety measures at any time during business hours provided the Tenant has been given reasonable notice.

## 14. Insurance and Public Liability

Council maintains building insurance for buildings owned by Council on Council-owned land or Council-managed land. If a Tenant has constructed their premises on Council land, they must maintain the building insurance for those buildings.

All Tenants are required to take out and maintain public liability insurance for a minimum cover of \$20 million, or greater amount if required. A copy of the Certificate of Currency must be provided to Council on or before the commencement date of the agreement and annually upon renewal of the Tenant's insurance policy.

## Key Roles and Responsibilities

These management positions are responsible for the implementation, communication and compliance monitoring of the policy in their work areas:

Party / Parties	Roles and Responsibilities
<b>Property Administration Coordinator</b> <b>Property Officer</b> <b>Property Administration Officer</b>	Oversee the issuance of Leases, Licences and Management Agreements in accordance with this policy
<b>Manager Governance</b>	Provide strategic oversight of Council's property leasing and licencing portfolio; formulate solutions to complex occupancy issues; and provide recommendations to the General Manager, Strategic Owner and Council in accordance with this policy.
<b>General Manager Business Excellence</b>	Overall responsibility for policy implementation and compliance.

## References and Supporting Documents

### Applicable Legislation

- *Local Government Act 2020*
- *Local Government (Governance and Integrity) Regulations 2020*
- *Crown Land Reserves Act 1978*
- *Land Act 1958*
- *Retail Leases Act 2003*
- *Planning and Environment Act 1987*
- *Marine and Coastal Act 2018*
- *Retails Leases Regulations 2013*
- *Occupational Health and Safety Act 2004*
- *Telecommunications Act 1997 (Cth)*
- *Aboriginal Heritage Act 2006*
- *Working with Children Act 2005*

## Applicable Policy and Procedure

DELWP *Leasing Policy for Victorian Crown Land* (including any amendment or replacement document)

Council Plan 2021-25(or its successor)

Annual Allocations Policy 2017 (Committees of Management over Facilities / Recreation Reserves / Community Halls) available on Council's website

Community Engagement Policy

East Gippsland Shire Council's Annual Budget

Approved master plans published on Council's website

Instrument of delegation, Chief Executive Officer to Staff

## Privacy and Human Rights Consideration

Personal information collected by Council in connection with this Policy will be handled in accordance with all applicable privacy legislation and will be used only for related purposes.

This policy has been assessed as compliant with the obligations and objectives of the Victorian *Charter of Human Rights and Responsibilities Act 2006*.

## Definitions

Term	Meaning
<b>Approval in Principle</b>	Required to be given before any Expression of Interest or public advertising process commences on any proposed Lease of Council-owned land or Council-managed land. Refer also footnotes 2 and 3.
<b>Capital Improved Value</b>	The total market value of the land plus buildings and other improvements.
<b>Chief Executive Officer</b>	Person appointed by East Gippsland Shire Council to act as its Chief Executive Officer
<b>Commercial</b>	An occupation that by its nature, could reasonably be expected to generate a profit.
<b>Community</b>	People who live in or are ratepayers of East Gippsland Shire Council, and people and organisations who conduct activities in East Gippsland.
<b>Community benefit</b>	Social, environmental and economic benefits that accrue to the wider Community
<b>Council</b>	East Gippsland Shire Council



Term	Meaning
<b>Council-managed Land</b>	Land managed, but not owned, by Council; for example, Crown land over which Council is designated committee of management. This may include buildings located on this land, fixtures attached to the land and Private Jetties constructed by the landowner.
<b>Council-owned Land</b>	Land owned by Council. May include buildings located on this land, fixtures attached to the land and Private Jetties constructed by the landowner.
<b>DELWP</b>	Department of Environment, Land, Water and Planning
<b>Expression of Interest</b>	A competitive public process in which submitters are invited to compete for the right to hold a Lease or Licence over Council-owned land or Council-managed land.
<b>General Manager</b>	The Council General Manager with responsibility for property Leases and Licences
<b>Lease</b>	An agreement for the occupation of land and/or buildings that grants exclusive rights of occupation to the Tenant.
<b>Licence</b>	An agreement for the occupation of land and/or buildings that does not grant exclusive rights of occupation to the Tenant.
<b>Management Agreement</b>	Formal agreement between Council and a committee or other organisation that is managing land on Council's behalf, that documents the rights and responsibilities of all parties to the agreement.
<b>Not-for-Profit Organisation</b>	An organisation that provides a demonstrated Community benefit, and does not operate for the profit, personal gain or other benefit of people who are members of the organisation. Any profits generated by these organisations are put back into the organisation to continue to pay for its activities and functions and to achieve its objectives. Examples include charities, sporting and recreational clubs, community service organisations, professional and business associations, and cultural and social societies.
<b>Partly Commercial</b>	Occupation by an organisation that provides or promotes community, cultural, sporting, recreation or similar facilities or activities and applies profits derived from commercial activities towards promoting its objectives. No dividend, bonus or profit share however described is paid to the organisation's members.
<b>Private Use</b>	Occupation undertaken for purposes other than commercial or community use/benefit.
<b>Private Jetty</b>	A jetty occupied by a Tenant that owns a residence or holds a current residential building permit within a reasonable distance (generally two kilometres) of the jetty site.
<b>Shire</b>	The geographic area of East Gippsland Shire Council.



Term	Meaning
<b>Staff</b>	All staff engaged by East Gippsland Shire Council, including all full-time, part-time and casual employees, labour hire agency staff, contractors (and their employees and subcontractors) and volunteers.
<b>Social enterprise</b>	A social enterprise is a business that is led by a social, cultural, environmental or economic mission consistent with a public or Community benefit, derives a substantial portion of their income from trade and reinvests the majority of their profits/surplus in fulfilment of their mission.
<b>Tenant</b>	A person, company or incorporated body that occupies Council-owned land or Council-managed land under a Lease, Licence or Management Agreement.
<b>Valuation</b>	A valuation undertaken by a person registered to do so under the <i>Valuation of Land Act</i> 1960 or the Valuer General Victoria

## Revision History and Review

Version Control	Approved Amended Rescinded	Date Effective	Approved By	ECM Document Reference	Summary of Changes
Original	Approved	07/03/2006	Council	2606092	
2	Approved	06/10/2009	Council	3720483	
3	Approved	19/11/2013	Council	5225019	
4	Approved	07/02/2017	Council	7089450	
5	Approved	03/03/2020	Council	8450593	Comprehensive review
6	Approved	15/12/2020	Council	8835474	Minor Administrative amendment
7	Approved	13/07/2021	Council	9081132	Update to reflect <i>Local Government Act</i> 2020