

Summary of Major Changes to Draft Revision, May 2023

Section 1.0: Community Center Descriptions

- Streamlined content/reformatted.

Section 2.0: Eligibility and Rental Fees

- Changed eligible age from 21 to 18 (ref: FHA).
- Removed dollar amounts from this and all subsequent sections. Created a Community Center Pricing Guide to be referenced which proposes a rate increase.
- Changed the reservation hold fee from being applied to the security deposit (making it refundable), to being non-refundable if rental does not take place.
- Changed “Sanitation Fee” to “Service Fee” – this would no longer be considered a “pass-through” and a flat rate would be applied across all community centers (to be considered with new rates).

Section 3.0: Usage Guidelines

- Added language stating that the contract holder must be legally able to purchase and consume alcohol at the time of their event to be allowed to have alcohol at their event. This is due to the change in age to be eligible for renting the center.
- Moved Community Center Pools this page. Policy stayed the same.
- Included the “Prohibited items” section.

Section 4.0: Reservations

- Included current practice of reservations not being made within 14 days of inquiry date.
- Removed senior groups as a priority group due to Fair Housing Act (FHA) guidance.
- Included new section: 4.3 Low Impact Use Reservations. New policy in response to a musician wanting cheaper rates to practice for 1 hour intervals.

Section 5.0: Contract

- Added acceptable payment types.
- Removed the ability for the contract holder to designate another party to pick up the key for their reservation.
- ~~Included the prohibition of fundraiser/fundraising.~~

Section 6.0: Cancellations

- Included current practices of cancellations needing to be made in writing by the Contract Holder.
- Included an inclement weather policy to follow current practices.

Section 7.0: Non-Paying Groups

- Updated to follow policy precepts – added monetary fundraising may be requested on a case-by-case basis to the Executive Director or their designee for non-paying groups.

Section 8.0: Classes

- Updated fee structure to include a non-refundable deposit to hold the center for their sessions to ensure that some revenue is guaranteed to BCC. If the Instructor’s registration fees cover the cost of the deposit, the deposit amount will be returned to the instructor.

- Included language for “pop up” events for One-Time Classes and created language to allow it to follow the class fee structure.

SECTION 1.0: CC DESCRIPTIONS

Five community centers (CC’s), each having a unique design, are available for use by community residents in good standing. Residents may use any of Burke Centre’s community centers. Please note the capacity of each center set by the Fire Marshall shall at no time be violated. Conservancy pools are not available for private rentals.

1.1 Woods Community Center, 10100 Wards Grove Circle, Burke, VA 22015

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| <ul style="list-style-type: none"> • Capacity: 150 (seated) in large central room; 300 (total capacity) • 3 Classrooms -- lower level • Janitorial Closet -- lower level • 2 Parlor Rooms -- main level • Large Reception Room -- main level • Catering Kitchen (no stove or oven) -- main level | <p><u>Tables & Chairs: (approximate count):</u></p> <ul style="list-style-type: none"> • 24-28 rectangle tables (6ft) • 24 round tables (5ft) • 150-200 folding chairs |
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1.2 Ponds Community Center, 9837 Burke Pond Lane, Burke, VA 22015

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| <ul style="list-style-type: none"> • Capacity: 70-80 (seated); 100 (total capacity) • 1 Large room separated by stairway -- lower level • 1 Loft -- upper level • 2 Large stone fireplaces • Kitchen • 2 Restrooms • Deck (on back of building) | <p><u>Tables & Chairs: (approximate count):</u></p> <ul style="list-style-type: none"> • 12-15 rectangle tables (6ft) • 70-85 folding chairs |
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1.3 Commons Community Center, 5701 Roberts Parkway, Burke, VA 22015

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| <ul style="list-style-type: none"> • Capacity: 70-80 (seated); 120 (total capacity) • Large room with alcove • 1 Kitchen • 2 Restrooms | <p><u>Tables & Chairs: (approximate count):</u></p> <ul style="list-style-type: none"> • 12-15 rectangle tables (6ft) • 70-85 folding chairs |
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1.4 Oaks Community Center, 5708 Oak Leather Drive, Burke, VA 22015

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| <ul style="list-style-type: none"> • Capacity: 70-80 (seated); 120 (total capacity) • 1 Large room separated by kitchen • 1 Large stone fireplace • 1 Kitchen | <p><u>Tables & Chairs: (approximate count):</u></p> <ul style="list-style-type: none"> • 12-15 rectangle tables (6ft) • 70-85 folding chairs |
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- 2 Restrooms
- Deck (on rear of building & on side of building)
- Front Porch

1.5 Landings Community Center, 6001 Cove Landing Road, Burke, VA 22015

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| <ul style="list-style-type: none"> • Capacity: 70-80 (seated); 120 (total capacity) • 1 Large room • Kitchen • 2 Restrooms • Deck (side of building) | <p><u>Tables & Chairs: (approximate count):</u></p> <ul style="list-style-type: none"> • 12-15 rectangle tables (6ft) • 70-85 folding chairs |
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SECTION 2.0: ELIGIBILITY & RENTAL FEES

Only eligible persons may reserve and use a community center. An eligible person is defined as: Any person who is 18 years or older, residing in Burke Centre (i.e., owner/resident or renter/tenant), or who is a non-resident owner, current in assessment payments and in good standing at the time of reservation and also on the date of the function.

A renter/tenant will be required to provide proof of residency before renting a Burke Centre facility. Acceptable forms of identification include government or state issued ID's, an original utility bill dated within 30 days of the date the reservation is made, or current lease agreement signed by tenant and landlord with a lease term encompassing the time of the reservation made and rental date.

Reservations and facility usage will be terminated should the contract holder's status change prior to, or at, the time of the event, and the security deposit shall be withheld by the Conservancy. Contract termination and loss of security deposit may be avoided when a contract holder makes their account current on or before the event date. Only money order payments or online payments will be accepted in such cases.

The designated representative of a Burke Centre board, cluster committee, task force, condominium or co-op association, special committee, chartered or other recognized club, or other community governing body. Burke Centre members cannot rent the buildings for use by a person who is NOT a resident and/or owner of a Burke Centre property.

An approved class instructor that has provided the required documents to the Conservancy staff.

2.1 Community Center Rental Fee Descriptions:

- **Reservation Hold Fee:** Due at the time of booking. Non-refundable. Applies to the remaining balance if reservation is followed through completion.
- **Room Rental Fee:** Determined by the number of hours the Contract Holder reserves. Time reserved must include enough time to set up and clean up the event. There will be a separate

rate for Weekdays (Monday through Thursday) and Weekends (Friday through Sunday).

*Federally Observed Holidays will be charged at the weekend rate.

- **Service Fee:** Covers general maintenance and sanitation of the facility.
- **Security Deposit:** The full security deposit will be refunded to the member provided the center is left as found, clean and in good condition with all requirements having been met. See section 2.2 for a list of withholdings.

2.2 Security Deposit Withholdings: The following fees may be applied individually or combined together with other charges shown below as applicable. The contract holder is also responsible for materials and labor costs as necessary for repairing damages resulting from a member's use.

a. Staff Assistance Fee: Deducted from security deposit when a staff member has to open building, deliver a key, or stay after hours at office to give out key to member. This fee is also applied when after-hours staff involvement is required as a result of actions made by the Contract Holder and/or their guests, or any other situation where excessive staff time is taken due to a rental. The Executive Director will make final determination of the amount withheld.

b. Late Key Return Fee: Deducted from security deposit when building key is returned to Conservancy office later than terms specified in contract.

c. Re-Keying Fee: Pass-through cost that is deducted from security deposit for re-keying when key is not returned to Conservancy office within seven days of rental.

d. Over Time Limit Fee: Deducted from security deposit when a facility is entered/used beyond the hours stated in the contract. The full security deposit may be forfeited by the Contract Holder for any and all infractions of this rule.

e. Trash Fee: Deducted from security deposit when trash is left behind in the facility after a rental, and/or has not been securely tied and deposited into the designated facility dumpster.

f. Damages Fee: Costs charged to Contract Holder for repairs/replacements needed to restore a facility's condition following damages that occurred from a rental.

g. Cleaning Fee: A pass-through cost charged to the Contract Holder for any time over a routine visit that is necessary for the cleaning service to return a facility to its original condition following a rental.

h. Noise Violation Fee: Amount withheld from the security deposit when neighboring residents file complaints with the Conservancy about county noise violations that have occurred during a rental, and there is a record of complaints to police. The Conservancy staff and/or security guard will provide a warning to the contract holder for the 1st offense. A second offense will result in a partial withholding from the security deposit; and a third offense will result in the contract holder's loss of the full security deposit and termination of the function.

i. Alcohol/Smoking Violation Fee: Amount withheld from the security deposit when smoking occurs in or on facility grounds. If alcohol is found at a function that is designated as non-alcoholic, the full security deposit will be retained, and the event will be immediately terminated. Smoking is prohibited.

NOTE: Please see Appendix A for the community center pricing guide and Appendix B for security deposit withholdings document.

SECTION 3.0: USAGE GUIDELINES

3.1 Hours of Operation:

Sunday–Thursday, 9:00 AM–10:00 PM

Friday–Saturday, 9:00 AM–11:00 PM

Early entry exceptions may be made and considered on a case-by-case basis (i.e., Swim meets, Classes, etc.).

Overnight events are prohibited.

3.2 Parking: Community center parking is limited to the designated spaces available in each community center parking lot, and to public parking along VDOT streets that may be adjacent to each center.

Parking is strictly prohibited on private streets, driveways and parking lots in residential areas that surround the community centers. Vehicles of guests to community center events which are parked in these areas are subject to towing at the risk and expense of the vehicle owner. Hosts for events held at the community centers are urged to instruct their guests accordingly.

The following is a list of VDOT streets adjacent to community centers where parking is permitted; parking in all other areas is prohibited, and will subject the vehicle to towing at the owner's risk and expense:

- Commons Community Center
- Burke Commons Road
- Landings Community Center
- Burke Centre Parkway
- Oaks Community Center
- Oak Leather Drive
- Ponds Community Center
- Burke Centre Parkway
- Woods Community Center
- Wards Grove Circle

3.3 Use of Alcohol: The Contract Holder must be legally able to purchase and consume alcohol to have alcohol at their event. The consumption of alcoholic beverages in a responsible manner in conjunction with private functions is a privilege. The sale of alcohol is prohibited. The following items are required for all events where alcohol, including beer and wine, will be served:

- a. The member must provide proof of insurance for the event in the form of a certificate of insurance in the contract holders name with a minimum of \$1,000,000 in host liquor liability coverage and should list the Burke Centre Conservancy as an additional insured.

b. The member must sign a Hold Harmless Agreement indemnifying the Conservancy, its members, Directors & Officers, and employees against any action brought by any party in connection with the event.

c. Proof of compliance must be presented 30 days prior to the event. Facility keys will not be released, and reservations will be cancelled for failure to provide appropriate documentation for the use of alcohol during an event.

3.4 Smoking: Smoking at the community centers is prohibited, including outside open area attached to the building such as balconies, decks and porches.

3.5 Noise: Community center users are required to abide by the Fairfax County Noise Ordinance, which states that noise plainly audible across property lines or through partitions at any time is considered a noise disturbance. To minimize noise disturbances, all doors and windows must remain closed during a rental. Security is provided at private events held in the Woods CC. Also see Noise Violation Fee in Section 2.2.h.

3.6 Community Center Pools: Conservancy pools are not available for private rentals. Table and chair use is available on a first come, first serve basis, and cannot be reserved.

3.7 Prohibited Items: Below is a list of items that are prohibited. This list is not all inclusive and subject to change. Contact the Conservancy Activities staff for any questions.

- Food Trucks
- Bounce houses/moon bounces (inside or outside)
- Open flames
- Livestock
- Fog machines
- Tape/adhesive on the floors

SECTION 4.0: RESERVATIONS

Once the Conservancy staff has confirmed a member's eligibility to rent, a reservation hold fee will be required to reserve a facility for private paid rentals.

The reservation hold fee is non-refundable but will be applied to the remaining balance if reservation is followed through completion. The room rental fee, service fee, and security deposit will be applied at the time of booking if the booking is being made within thirty (30) days of the event/reservation date.

Reservations will not be made within **14** days of the desired rental date.

The Conservancy reserves the right to cancel a function as stated in Section 6.0. The Conservancy shall retain the reservation hold fee if it is determined that a non-resident has made the reservation

and/or paid the reservation hold fee. A reservation will be canceled if payment in full is not returned with the signed contract at least thirty (30) days prior to the date of the reservation.

4.1 Priority Use Order: Reservations will be made using the following guidelines for priority use: (Please see *ATTACHMENT C: Policy Precepts* for more information.)

a. Burke Centre governance groups including boards, cluster committees, task forces and special committees (i.e., Election, Festival, Open Space, etc.), condominium or co-op associations, and Conservancy-hosted meetings and events

b. Classes and Paid Rentals

c. Burke Centre Chartered Groups (includes Boy Scout Troop 1345 which is a Conservancy-chartered organization)

d. Scouting Organizations

e. Non-Chartered Groups, Other - as determined by Community Services- Activities staff on a case-by-case basis (e.g., school groups, local government officials, etc.)

4.2 Scheduling: Contract Holders must include time for set up and clean up in their overall reservation time. Any unused time within the reserved hours will not be refunded.

The Conservancy staff will work closely with Contract Holders to resolve scheduling conflicts that may occur. Should a scheduling conflict arise in which no community centers are open, adjustments will be made to the schedule based on the group's place in the priority order listed above. While space and time will be guaranteed, a specific venue is not. All options will be exhausted before bumping any user to accommodate another.

4.3 Low Impact Use Reservations: A rental period of 1-2 hours with a **single user** that has no impact on the community center and will not conduct any activity that requires cleaning or sanitation of the center nor provides revenue to the Contract Holder. This classification will be determined on a case-by-case basis and booked at the discretion of the Conservancy Activities staff.

Low impact use reservations may only be made within 8-14 days from the desired rental date. Reservations will not be made within 7 days of the desired rental date.

Reservations for Low Impact Use will be booked in the Woods Community Center Classrooms on a "by chance booking" schedule, Monday–Friday, during normal Conservancy office hours. Inquires for use can be made by contacting Conservancy Activities staff.

If there is availability, only the room rental fee will apply to Low Impact Use reservations. Payment and signed contract will be due at the time of booking to confirm the reservation. All renters must submit a card authorization form providing a valid Mastercard or Visa in the contract holder's name. Check payments will not be accepted for Low Impact Use reservations. Contract holders must abide by the rental agreement details and are responsible for any damages found following the use or violations to the contract. The provided credit card will be automatically charged for any damages/violations. A letter will be sent to the Contract Holder in such cases.

SECTION 5.0: CONTRACTS

The eligible person executing the contract must be in attendance for the entire duration of the rental period, as specifically indicated in the contract. In order for the contract to be valid, said member also must sign, date and return contract with full payment (if applicable). Payment for rental must be made by contracting party (Contract Holder) in their name in the form of a MasterCard, Visa, or personal check at least thirty (30) days prior to rental date. Cash and money orders will also be accepted from the Contract Holder. The reservation will be cancelled if payment is not received at least thirty (30) days prior to rental date.

Contract Holders are required to sign out the building key on the date of or day prior to function and return building key to the Conservancy office by noon on the following business day. Note: Only the Contract Holder may collect a building key.

Contract Holders are strongly encouraged to thoroughly read the entire community center use contract on both sides before signing it along with any other accompanying paperwork. This can help to avoid misunderstandings during and following the rental.

The contract holder is responsible for securing the proper insurance certificates required by the Conservancy in order to have alcohol served during the function. The required certificate must be submitted to the Conservancy staff at the time final payment is due. Failure to do so will result in an inability to have alcohol served at your function.

Contract Holders may not charge or accept any type of entrance fee (i.e., pre-pay, pay-at-the-door) or monetary donation during their rental. ~~Fundraisers/fundraising are prohibited.~~

The sale of goods or services is prohibited. See Section 9.0 – Classes for options.

SECTION 6.0: CANCELLATIONS

6.1 By Contract Holder: Cancellations must be made in writing either via email from an email address that the Conservancy Staff have on file for the rental agreement contract or by using the cancellation form that can be requested from the receptionist.

If a reservation cancellation is made more than fourteen (14) days prior to the date of the function, all fees collected will be refunded and distributed to the member within 10-12 business days.

If a reservation cancellation is made fourteen (14) days or less prior to the date of the function, the full room rental fee, and sanitation fee will be retained by the Conservancy. The security deposit will be refunded within 10-12 business days of the cancellation.

6.2 By Executive Director: If the contract holder is found not to be in good standing, or if, in the opinion of the Executive Director, an activity may create damage to Conservancy property or otherwise do violence to the community peace and tranquility, found not to be in compliance with governance documents, or if there is found evidence of fraud in the application to reserve, or any other irregularity, the Executive Director may cancel an event without prior notice. All fees paid to the Conservancy by the member will be refunded. The Executive Director must make a full report of their action to the Board of Trustees by the next board meeting.

6.3 By Conservancy Staff: Functions may be terminated at the discretion of the Conservancy Staff due to the actions or behavior of the contract holder and/or their guests that are in conflict with the terms of the rental contract, or with local county and state ordinances.

6.4 By Board of Trustees: The Board of Trustees reserves the right to cancel any function at the community centers with minimal notice. All rental fees paid to the Conservancy by the member will be refunded.

6.5 Inclement Weather: Burke Centre Conservancy Staff will do everything within its power, within reason, to accommodate events throughout inclement weather and unforeseeable situations. Certain instances may arise in which it is unsafe to travel to the Community Centers to prepare for or hold the rental. In these instances, contract holders may be afforded the opportunity to reschedule their event (subject to availability) on a case-by-case basis.

NOTE: The contract holder will be given two business days to remit a cash or credit card payment to replace checks returned for Non-Sufficient Funds (NSF) in addition to a return check fee. If payment is not received within two business days, the reservation will be cancelled.

SECTION 7.0: NON-PAYING GROUPS

Community Business/organizational meetings may be held at no room rental fees ~~charge~~, based on availability, at any community center during operating hours, unless prior arrangements are made:

- All Burke Centre Conservancy clusters
- Neighborhood Councils
- Board of Trustees, Architectural Review Board and Appeals Board
- Board-appointed committees and task forces
- Public informational meetings sponsored by the Conservancy
- Official meetings of condominium and co-op associations shall be held monthly at no charge.

- Chartered scouting and recognized organizations

7.1 Burke Centre Governing Bodies & Groups:

- a. Clusters will be authorized community center use with no rental charge for two (2) socials per year (service fee will apply). Any other cluster social will be treated the same as a private rental. The contract will be sent to the cluster chairperson.
- b. Burke Centre governing bodies such as subordinate boards and cluster committees, and other groups such as approved chartered organizations and supported clubs, will not be required to give a security deposit, but will be billed for damages and clean-up (if necessary) and other applicable fees. Further reservations will not be accepted until payment is rendered. A security deposit will then be required for a minimum of the next three-(3) reservations.
- c. Community center keys are provided to a majority of non-chargeable groups on meeting/function dates with an agreement that the key will be returned to the Conservancy office by no later than 12 noon the following business day. It is imperative that keys are returned to the Conservancy office no later than 12 noon the following business day in order to effectively administer the community center rental system.
- d. All chartered and recognized organizations must abide by the Policy Precepts (Appendix C) and will be required to pay a non-refundable Staff Assistance Fee if a staff member is required to facilitate a group's entry to a facility after-hours, i.e., to provide a key due to a missed key pickup, etc.
- e. Charges may be applied as determined by Community Services-Activities staff on a case-by-case-basis, i.e., school groups, local government officials, etc.
- f. Community center use monetary for fundraisers/fundraising events may be requested on a case-by-case basis to the Executive Director or their designee for non-paying groups.

SECTION 8.0: CLASSES

8.1 Eligibility and Policy: Burke Centre Conservancy members wishing to offer class/program instruction within the community will be given first priority over non-residents who also wish to offer classes. Non-residents will be considered for participation based on space availability. If scheduling conflicts occur, the Community Services-Activities staff will determine course schedules based on instructor's status, course demand, evaluations, complaints and/or petitions.

Classes must meet the needs and/or interest of Burke Centre residents. All potential instructors are asked to submit in writing a description of their class along with their credentials including resume and certifications if applicable.

Instructors must provide documentation of a valid certificate of liability insurance in the amount of \$1 million, naming Burke Centre Conservancy as additional insured. When submitting liability insurance, please be sure that your name is also shown as the insured when naming the

Conservancy as the additional insured. The insurance needs to be received and reviewed by the Conservancy Staff before you are able to gain access to the center.

Community center space for classes is available during non-prime time rental periods.

All class registration payments must be processed through the Conservancy office.

Each class instructor must provide a participant roster by the second class meeting. By the third class meeting, any remaining registration fees must be turned in to the Conservancy office. Checks must be made payable to Burke Centre Conservancy. Checks made out to instructors will be returned to the instructor. No third-party checks are accepted by the Conservancy. Fairfax County-sponsored classes will be handled on a case-by-case basis.

8.2 Class Fee Structure: All registration and class pricing are determined by the instructor(s). Burke Centre Conservancy also requires 25% of collected registration fees for the rental of the community center. The instructor(s) will retain the remaining 75% of collected registration fees.

A non-refundable deposit will be required at the time of booking. In instances where 25% of the registration fees is more than the deposit amount, the deposit will be returned to the Instructor. If a class happens to have limited attendance that results in a deficit in registration revenue that does not cover the amount of the deposit, the Conservancy will withhold the deposit to cover the rental of the community center.

8.3 One-Time Classes/ “Pop-Up” Events: One-time commercial use of a community center in which an entry fee or pre-pay is required of those attending will be permitted with the approval of authorized Conservancy staff, and with the agreement that payment will follow 8.2 Class Fee Structure.

APPENDICES:

APPENDIX A

Community Center Pricing Guide

(Reservation time must include time for set up and clean up)

<p><u>Room Rental Fee:</u></p> <p>Weekdays: (Mondays through Thursday)</p>	<p>\$60.00 per hour (no minimum number of hours required)</p>
<p>Weekends & Holidays: (Friday, Saturday, Sunday, and all Federally Observed Holidays)</p> <p><i>*Commons CC, Landings CC, Oaks CC, Ponds CC</i></p>	<p>\$400.00 for the first six (6) hour block of time (6-hour minimum required)</p> <p>\$60.00 for each additional hour</p>

Weekends & Holidays: (Friday, Saturday, Sunday, and all Federally Observed Holidays) <i>*Woods CC Only</i>	\$600.00 for the first six (6) hour block of time (6-hour minimum required) \$60.00 for each additional hour
<u>Reservation Hold Fee</u> required at time of reservation to hold facility. Non-refundable. Applies to the remaining balance if reservation is followed through completion.	\$50.00
<u>Service Fee</u> Covers general maintenance and sanitation of the facility	\$150.00
<u>Security Deposit (Refundable)</u>	\$400.00 (Ponds, Oaks, Landings and Commons CC's) \$500.00 (Woods CC)

Calculation Template:

Please use the below template to determine the overall cost of your reservation.

Reservation Hold fee + Room Rental Fee + Service Fee + Security Deposit = Total Reservation Cost

Calculating the Room Rental Fee:

Monday through Thursday:

Room Rental Fee = number of hours reserved X \$60.00

Friday through Saturday:

Commons CC, Landings CC, Oaks CC, Ponds CC

o Weekend Rental Fee = \$400 + ((number of hours reserved - 6) X \$60.00)

Woods CC

o Weekend Rental Fee = \$600 + ((number of hours reserved - 6) X \$60.00)

Note: Security Deposit is fully refundable after the event.

APPENDIX B:
Community Center Guidelines revised, May 2023
Security Deposit Withholdings: (2023 Draft)

The Conservancy reserves the right to deduct from the security deposit any amount necessary to cover the costs associated with damages or misuse. Below lists reason and their associated charges that may be withheld from the security deposit.

Full Deposit:

- Entering/Leaving the center not during designated hours for the Contract holder's function.
- Contract holder not being present while guests or caterers/decorators are present.
- Your caterers/decorators arrive and setup before the designated time on your contract and somehow enter the building without you being present.
- Alcohol at function when not allowed.
- Damage to the center can result in loss of full security and additional charges may be applied and charged based on the cost of the damages and based on the Conservancy's discretion.
- If the alarm goes off and/or panic button is pushed in a non-emergency and staff or emergency personnel are dispatched to site in response.

\$250.00:

- Door(s) left unlocked after event end time.

\$100.00:

- Sticky Floors or messy room (per room) plus additional cleaning fee if we are charged by the cleaning company.

\$50.00:

- Trash bags not in dumpster will be charged at this amount per bag.
(Note: the key to the community center opens the lock to the dumpster)
- Not following the Fairfax County noise ordinance.
- Failure to pick up key during business hours.
- Returning key to the Conservancy late.

\$40.00:

- Leaving lights on after rental.

The above withholdings represent a minimum deduction amount. The security deposit will be refunded to the contract holder in the form of a check within ten (10) to twelve (12) working days after the date of usage less any applicable fees.

BCC Community Center Guidelines (revision, May 2023)
**APPENDIX C: Policy Precepts for Burke Centre Conservancy
Community**

Board of Trustees Approval: April 18, 2022

Community interest groups, social organizations, athletic or civic-related activities, and similar collective action teams can provide both tangible and intangible benefits to the community. Tangible benefits might include community service such as cleanup activities along Burke Centre roads and/or streams, specific Earth Day activities, volunteer services at the annual Burke Centre Festival, and other notable contributions to the community. Intangible benefits might include anything that generally improves the quality of life to Burke Centre members.

From its earliest days, the members of Burke Centre have placed special value in supporting and chartering youth-related organizations in the community. This policy derives in part from social education, prevention of youthful mischief or gang-related activity, and, also from recognizing our youth as future leaders in the local community and beyond. These goals remain as important now as they did when Burke Centre Conservancy was founded. Thus, continuing with our traditional approach, members of Burke Centre specifically target charter organizations that serve our youth.

A Burke Centre community charter or recognized non-charter group is a non-profit/not-for-profit organization that provides necessary or desirable services to a large segment of the Burke Centre Conservancy membership. The Board of Trustees recognizes that a group's mission can change over time, and therefore, may deem it necessary to dissolve the charter or recognized group relationship. Examples include community groups getting involved in for-profit endeavors, or groups becoming engaged with a commercial entity, etc.

I. CHARTERED GROUPS

Members of Burke Centre Conservancy are best served when the aforementioned groups are formally organized and implemented within guidelines of an approved charter. The charter serves to formally recognize the group's role within the community and serves as a contract of sorts between the Conservancy members and the chartered organization.

For example, through the charter process, Burke Centre might choose to subsidize charter groups by allowing these groups to use community resources, amenities, and facilities without paying usage fees, (except for a possible sanitation pass-through fee per use, depending on the type, timing and location of the usage). Resources and amenities benefits may include, upon request, and at the sole discretion of the Conservancy, priority placement of contact information, recruitment, advertising, announcements, etc. in official Conservancy communications such as *The Conservator*, the *BC BUZZ*, the mobile app, social media and LED signboard as space permits; free booth/table space to recruit and participate in Burke Centre outreach events as appropriate (Welcome Reception, Earth Day, Festival, Shredding Events, etc.); recognition and speaking opportunities at meetings; and other support considerations as requested.

In exchange for Burke Centre subsidies, chartered organizations must adhere to the policy precepts established herein and as modified by their specific charter. To this end, charter organizations are subject to the following requirements.

- A. **MEMBERSHIP COMPOSITION:** At least 50 percent of the members of the charter organization must be members of Burke Centre Conservancy.

In consideration of groups that may have experienced membership losses following the pandemic, a temporary reduction in the membership requirement, from 50% to 40% for a period of up to twelve months (1 year), may be requested by the charter group. A membership reduction period must be requested at the time of the charter renewal and approved by the Board of Trustees. The Board may grant a temporary membership reduction with the understanding that the group shall actively promote the charter and recruit members to ultimately meet the 50% minimum requirement within a twelve-month period. For groups that fall short of the 50% requirement after one year, the Board may opt to grant an exception at its sole discretion, based on the overall service benefits provided by the specific charter group for the community.

- B. **CHARTER RENEWALS:** Chartered organizations shall draft updates to their charter or present their existing charter to the Board of Trustees annually. Charters shall document the type of community service proposed during the upcoming year. Chartered organizations wishing to hold community activities and/or events at any Burke Centre Conservancy facility (e.g., community centers, pools, open space areas, tennis/pickleball courts, etc.) shall provide an annual schedule including event details such as date/time/location, type of event, expected attendance, point of contact, type of food service (i.e., catering, food trucks), alcohol, etc., which is subject to Board approval.

The Board of Trustees can approve charters with a simple majority vote. Charters shall contain an addendum that lists organization members' names, addresses, phone numbers, and specifically denotes those who are members of Burke Centre Conservancy.

- C. **INSURANCE:** Athletic organizations seeking to become chartered must carry liability

insurance for its members. The level of liability insurance coverage shall not be less than \$1 million dollars, or the amount specified by the current Burke Centre Conservancy insurance carrier, and the policy shall name Burke Centre Conservancy as a co-insured. Charter organizations may determine coverage needs by contacting the Executive Director.

D. **ANNUAL REPORT:** The charter organization will provide an Annual Report prior to renewal each year. The report will at a minimum contain (1) the type of activities in which they have participated; (2) the average number of participants; and (3) the service or contribution the organization has provided to the community. The Board of Trustees will review this Annual Report as part of the charter renewal process.

E. **COMMUNITY SERVICE:** Charter organizations shall provide community service to Burke Centre in accordance with facility usage. Volunteer hours for Burke Centre Festival is a requirement for charter renewal as stated in each Chartered Groups' charter agreement.

Some other examples of community service include:

- A. Environmental activities in conjunction with Earth Day
- B. Landscaping opportunities (for example, adopt-a-spot)
- C. Snow removal or other assistance for seniors or those with disabilities.

The listing above is not meant to be limiting nor all encompassing. Manifold opportunities exist to provide community services and aid the general welfare of Burke Centre Conservancy members. Charter organizations are required to plan their Community Services for the upcoming year and submit them for Board of Trustees review and approval as part of their initial charter and subsequent charter renewals.

F. **REQUESTS FOR BURKE CENTRE CONSERVANCY FUNDING/RESOURCES:** Requests for Conservancy funds must be submitted in writing to the Conservancy office with details describing the nature of the request, estimated cost, expected number of Burke Centre Conservancy member participants, and anticipated goal of the activity(ies)/event(s) associated with the request. Requests are due annually by July 1st, which will allow adequate time for review in line with the annual budget cycle. The Executive Director, and/or, his designee shall review and have approval authority for requests of up to \$500.

Charter organizations may make Requests for Funding of more than \$500 which must be reviewed and approved by the Board of Trustees. Once approved, funds will be allocated for the described purpose in the following year's budget. Please note that unused funds are not rolled over into subsequent budget years. The Board of Trustees reserves the right to make adjustments to BCC-funded activities, which shall be considered on a case-by- case basis. An after-action report

following the approved activity or event is required for submission to the BOT within 45 days of the event.

II. **NON-CHARTERED GROUPS**

Several community groups that offer opportunities for members of the Conservancy have been unable to meet the criteria for becoming a chartered organization. The Board of Trustees have recognized their involvement in molding our community into what it has become today. As these groups maintain a non-profit/not-for-profit status, they remain recognized by the Board of Trustees with varying benefits due to the historic and continuous contributions these groups have made in the growth and development of Burke Centre. In support of these groups, fees for community center use have been either discounted or waived for regular organizational meetings. Other fees such as the sanitation pass-through fee per use may apply depending on the type, timing and location of the usage-

In return, however, these groups must meet the outlined membership requirements and provide the volunteer hours as described below.

A. **MEMBERSHIP:**

The following groups are recognized by the Board of Trustees. Each of these groups must be non-profit or not-for profit service organizations that benefit Burke Centre community members and must include a Burke Centre resident who acts as the point of contact and contract-holder (when necessary) with the Conservancy. Listed below each group are the individualized requirements needed to keep their status:

- Boy Scout Troop #'s 1346, 1347 which have an adult leader who is a Burke Centre resident. (-Troop 1345 is chartered)
 - Volunteer hours
 - Sanitation fee applies to events with food
- Burke 55'ers (Burke Centre senior group/governance)
 - Volunteer hours
- Burke Historical Society
 - Sanitation fee applies to events with food
 - Insurance
- Burke VFW Post 5412
 - Insurance
 - Volunteer hours
- Fairfax County Government Officials
 - Sanitation fee applies to events with food
- Fairfax County Schools
 - Sanitation fee applies to events with food
- Fairfax Little League
 - Managed by a separate contract with the Executive Director
- Girl Scout Troops in Service Units 52-7, 54-16, and 54-14 of the Girl Scout Council of the Nation's Capital, which have an adult leader who is a Burke Centre resident.
 - Volunteer hours
 - Sanitation fee applies to events w/ food

- Senior Center Without Walls (Fairfax County)
 - Insurance for instructors
 - Free community center usage as space permits. No payment for conducting classes to Burke Centre Conservancy required
 - A contract agreement is required for all classes. Schedule changes must be agreed upon in writing. Building keys must be returned to Burke Centre Conservancy following each use.
 - Mothers of Multiples
 - Sanitation fee applies to events w/ food
 - Gold Wing Riders
 - Sanitation fee applies to events w/ food
- B. **RENEWALS:** At any time, the Board of Trustees can review and the non-chartered status of the group with a simple majority vote.
- C. **INSURANCE:** When required, the level of liability insurance coverage shall not be less than \$1 million dollars, or the amount specified by the current Burke Centre Conservancy insurance carrier, and the policy shall name Burke Centre Conservancy as a co-insured. Groups may determine coverage needs by contacting the Executive Director.
- D. **COMMUNITY SERVICE:** Non-chartered groups are required to submit an annual report to the Conservancy's Administration Department by January 31st listing the amount and types of volunteer services that were provided to the community throughout the preceding calendar year. A few examples of volunteer hours that have been accepted from non-chartered groups by Burke Centre are listed below.
- E.
- A. Volunteer efforts for Burke Centre Festival
 - B. Environmental activities in conjunction with Earth Day
 - C. Landscaping opportunities (for example, adopt-a-spot)
 - D. Snow removal for seniors or those with disabilities.

The listing above is not meant to be limiting nor all encompassing. Manifold opportunities exist to provide community service and aid the general welfare of Burke Centre Conservancy members.

E. REQUESTS FOR BURKE CENTRE CONSERVANCY FUNDING/RESOURCES: Requests for Conservancy funds must be submitted in writing to the Conservancy office with details describing the nature of the request, estimated cost, expected number of Burke Centre Conservancy member participants, and anticipated goal of the activity(ies)/event(s) associated with the request. Requests are due annually by July 1st, which will allow adequate time for review in line with the annual budget cycle. The Executive Director, and/or, his designee shall review and have approval authority for requests of up to \$250.

Requests totaling more than \$250 will not be considered for non-chartered groups.

III. COMMUNITY CENTER USAGE

- A. **CONTRACT AGREEMENTS:** For both chartered and non-chartered community groups, a rental (usage) agreement will be required for the use of the community centers, which must be executed by a Burke Centre Conservancy member. The contract holder/point of contact assumes responsibility for the center and any keys checked out.
- B. **FREQUENCY:** Community Business/organizational meetings may be held based on availability, at any community center M-F (during operating hours)., Saturday and Sunday may be requested based on availability and priority use order.
- C. **PRIORITY OF USE ORDER:** Reservations will be made using the following guidelines for priority use. A group may be replaced by another group with a higher priority due to conflicting requests:
1. Burke Centre governance groups including boards, cluster committees, task forces and special committees (i.e., Election, Festival, Open Space, etc.), condominium or co-op associations, and Conservancy-hosted meetings and events.
 2. Classes and Paid Rentals
 3. Burke Centre Chartered Groups (includes Boy Scout Troop 1345 which is a Conservancy-chartered organization)
 4. Scouting Organizations
 5. Non-Chartered Groups, Other - as determined by Community Services- Activities staff on a case-by-case basis (e.g., school groups, local government officials, etc.).