



Victorian Government
Solicitor's Office

Memorandum of Understanding for the support of VICSES Units

between

**The State of Victoria, as represented by the Minister for
Emergency Services**

and

Municipal Association of Victoria

and

Victoria State Emergency Service Authority

Level 25, 121 Exhibition Street, Melbourne Vic 3000
Level 33, 80 Collins Street, Melbourne Vic 3000
DX 300077 Melbourne

Tel +61 3 8684 0444 Fax +61 3 8684 0449
Tel +61 3 9947 1444 Fax +61 3 9947 1499
www.vgso.vic.gov.au
Ref: 1628635

Table of Contents

1.	Definitions and Interpretation	2
1.1	Definitions	2
1.2	Interpretation	3
2.	Term	3
3.	Purpose of this MOU.....	3
4.	Roles and Responsibilities.....	3
4.1	State.....	3
4.2	MAV	4
4.3	VICSES	6
5.	Leases.....	6
5.1	Schedule 1 properties	6
5.2	Schedule 2 properties	6
6.	Co-operation and consultation	7
7.	Oversight	7
7.1	Representatives	7
7.2	Establishment of the Oversight Committee	7
7.3	Role of the Oversight Committee	8
7.4	Procedures for the Oversight Committee	8
8.	Confidentiality and Privacy	8
8.1	Confidentiality.....	8
8.2	Privacy	8
9.	Notices	9
9.1	Giving a communication	9
9.2	Time of delivery	9
9.3	After hours communications	9
10.	Review.....	10

11.	Dispute Resolution	10
11.1	Dispute Notice	10
11.2	Good Faith Discussions	10
11.3	Resolution by head of each party	10
11.4	Performance of Obligations	10
12.	Termination.....	10
13.	General.....	10
13.1	Variation	10
13.2	Counterparts.....	11
13.3	Costs.....	11
13.4	Time to Act	11
13.5	Compliance with Laws.....	11
Schedule 1	Properties.....	13
Schedule 2	Properties.....	18
Attachment 1	Form of Lease for Freehold Properties	19

Date **2017**

The State of Victoria, as represented by the Minister for Emergency Services

of Level 26, 121 Exhibition Street, Melbourne, Victoria 3000

(State)

and

Municipal Association of Victoria, a body corporate established under section 2 of the *Municipal Association Act 1907 (Vic)* (ABN 24 326 561 315)

of Level 12, 60 Collins Street, Melbourne, Victoria 3000

(MAV)

and

Victoria State Emergency Service Authority, a body corporate established under section 4 of the *Victoria State Emergency Service Act 2005 (Vic)* (ABN 61 279 597 238)

of 168 Sturt Street, Southbank, Victoria 3006

(VICSES)

Background

- A. VICSES is a volunteer-based organisation, providing emergency assistance to the Victorian community. It is established under section 4 of the *Victoria State Emergency Service Act 2005 (Vic)*.
- B. MAV is the peak body for local government in Victoria. It is established under section 2 of the *Municipal Association Act 1907 (Vic)*.
- C. VICSES operates units in many Victorian municipalities (**VICSES Units**), in order to provide emergency assistance to those municipalities.
- D. Pursuant to a letter from the Minister for Police and Emergency Services to the Chief Executive of MAV, dated 14 December 1989, the State and MAV agreed that the State would fund 50% of the operational costs of VICSES Units, and relevant Municipal Councils would fund 50% of the operational cost of the VICSES Units located in their municipality (**1989 Letter**). The arrangements in the 1989 Letter have subsequently been varied such that differing State funding levels apply to different sized VICSES Units.
- E. By convention, most Municipal Councils have also provided VICSES Units with accommodation.
- F. The parties have agreed that the 1989 Letter, as varied, should no longer apply and that a new funding model for VICSES Units located on land owned or managed by a

Municipal Council should commence on or after 1 July 2017, as detailed in this MOU.

- G. The parties have agreed to enter into this MOU to record their agreement.
- H. The parties acknowledge that this MOU does not apply to all VICSES Units and that a new funding model for VICSES Units not located on land owned or managed by a Municipal Council is likewise intended, but is beyond the scope of this MOU.

Agreed terms

1. Definitions and Interpretation

1.1 Definitions

In this MOU unless the context otherwise requires:

1989 Letter has the meaning given to it in paragraph D of the Background.

Business Day means any day that is not a Saturday, Sunday or a public holiday (being a public holiday appointed as such under the *Public Holidays Act 1993 (Vic)*) in Melbourne.

Commencement Date means the date on which this MOU is signed by the last of the parties to sign it.

Committee of Management means a Crown land manager appointed by the Minister for Energy, Environment and Climate Change under s 14(1) or (2) of the *Crown Land (Reserves) Act 1978 (Vic)*.

Confidential Information means information (in whatever form) of a party including but not limited to technical, scientific and financial information which comes into the possession of the other party through intentional or unintentional disclosure, excluding information which:

- (a) is or comes into the public domain other than by disclosure in breach of the terms of this MOU;
- (b) is or becomes available to the recipient party from a third party lawfully in possession of it and with the lawful power to disclose it to the recipient party;
- (c) is rightfully known by the recipient party (as shown by its written record) prior to the date of disclosure to it under this MOU; or
- (d) is independently developed by an employee of the recipient party who has no knowledge of the disclosure made under this MOU.

DELWP means the Department of Environment, Land, Water and Planning of the State of Victoria, or any successor or replacement department from time to time.

Dispute Notice has the meaning given to it in clause 11.1.

MOU means this Memorandum of Understanding as amended from time to time.

Municipal Council has the meaning given to 'Council' in the *Local Government Act 1989 (Vic)*.

Municipal District has the meaning given to it in the *Local Government Act 1989* (Vic).

Notice means a written notice, consent, approval or other communication in the English language, given under this MOU.

Oversight Committee means the committee established under clause 7.2.

VICSES Units has the meaning given to it in paragraph C of the Background.

1.2 Interpretation

- (a) In this MOU, unless the context otherwise requires:
- (i) words in the singular include the plural and vice versa;
 - (ii) if a word or phrase is defined, its other grammatical forms have corresponding meanings;
 - (iii) 'includes' means includes without limitation;
 - (iv) a reference to:
 - (A) a document includes all amendments or supplements to, or replacements or novations of, that document;
 - (B) a clause, paragraph, schedule, annexure or attachment is to a clause or paragraph of, or schedule, annexure or attachment to, this MOU;
 - (C) any legislation includes subordinate legislation under it and includes that legislation and subordinate legislation as modified or replaced; and
 - (v) if the date on or by which any act must be done under this MOU is not a Business Day, the act must be done on or by the next Business Day.
- (b) Headings do not affect the interpretation of this MOU.

2. Term

This MOU will commence on the Commencement Date and will end only if terminated by the parties in accordance with clause 12.

3. Purpose of this MOU

The purpose of this MOU is to establish new arrangements for the funding of, and provision of facilities to, VICSES Units.

4. Roles and Responsibilities

4.1 State

- (a) From 1 July 2017, Municipal Councils are no longer expected to contribute to the operational costs of VICSES Units.

- (b) Provided that a Municipal Council enters, or has entered, into a lease or leases with VICSES for the benefit of one or more VICSES Units in the Municipal District of the Municipal Council within 12 months after the Commencement Date and as contemplated in clause 4.2 and clause 5.1, then the State will be responsible for the funding of operational and maintenance costs of the relevant VICSES Unit for the term of the lease.
- (c) Clause 4.1(a) does not prevent any Municipal Council providing funding to a VICSES Unit, if a Municipal Council elects to do so.

4.2 MAV

- (a) **(Leases to be entered into):** Where, at the Commencement Date a VICSES Unit is located in the Municipal District of a Municipal Council and either:
 - (i) the VICSES Unit occupies freehold land owned by the Municipal Council, or premises on such land; or
 - (ii) the VICSES Unit occupies Crown land managed by the Municipal Council, or premises of the Municipal Council that are located on Crown land,

then, unless clause 4.2(c) applies, MAV will use its best endeavours to ensure that the Municipal Council enters into a lease with VICSES for the benefit of that VICSES Unit for that land or premises as soon as possible after the Commencement Date, and in any event no later than 12 months after the Commencement Date, in accordance with clause 5.

- (b) **(New VICSES Unit):** Where, after the Commencement Date, a VICSES Unit is established in the Municipal District of a Municipal Council, and requests to occupy either:
 - (i) freehold land owned by the Municipal Council, or premises on such land; or
 - (ii) Crown land managed by the Municipal Council or premises of the Municipal Council that are located on Crown land,

MAV will use its best endeavours to ensure that the Municipal Council, as soon as possible after a request to occupy land or premises is made to the Municipal Council, either:

- (iii) uses its best endeavours to make available suitable Municipal Council land or premises to the VICSES Unit and (if it does make available such land or premises) enters into a lease with VICSES for the benefit of that VICSES Unit for that land or premises, in accordance with clause 5; or
 - (iv) assists VICSES to identify suitable alternative land or premises, within the Municipal District, and if possible, in the immediate vicinity of VICSES's preferred site.
- (c) **(Land intended for alternative purpose at Commencement Date):** Where, at the Commencement Date:
 - (i) a VICSES Unit is located in the Municipal District of a Municipal Council;

- (ii) that VICSES Unit occupies either:
 - (A) freehold land owned by the Municipal Council, or premises on such land; or
 - (B) Crown land managed by the Municipal Council or premises of the Municipal Council that are located on Crown land;
- (iii) there is no leasing arrangement in place between VICSES and the Municipal Council in respect of that land or those premises; and
- (iv) the Municipal Council has an intention to sell, or to use or make available for another purpose, that land or those premises,

MAV will use its best endeavours to ensure that, prior to VICSES being required to vacate the Municipal Council's land or premises, the Municipal Council either:

- (v) uses its best endeavours to make available suitable Municipal Council land or premises to the VICSES Unit and (if it does make available such land or premises) enters into a lease with VICSES for the benefit of that VICSES Unit for that land or premises, in accordance with clause 5; or
 - (vi) assists VICSES to identify suitable alternative land or premises within the Municipal District, and if possible (and if sought by VICSES), in the immediate vicinity of the site that VICSES has been required to vacate.
- (d) **(Crown land fall back options):** Where, at the Commencement Date, a VICSES Unit:
- (i) is located in the Municipal District of a Municipal Council; and
 - (ii) occupies Crown land managed by the Municipal Council or premises of the Municipal Council that are located on Crown land,

MAV will act in accordance with clause 4.2(a). If leasing arrangements are not entered into as a result of MAV's best endeavours under clause 4.2(a), MAV will then use its best endeavours to facilitate agreement between the Municipal Council, VICSES and DELWP that enables VICSES to have sufficient access to and use of the land, which may include an agreement that the Municipal Council:

- (iii) relinquishes to DELWP its Committee of Management role over the land, or part of the land and does all things reasonably necessary to facilitate VICSES's appointment as Committee of Management of the land; or
- (iv) if an agreement as contemplated in clause 4.2(d)(iii) is not reached within a reasonable period, grants a licence or licences to VICSES that, so far as possible, reflect the tenure principles set out in clause 5.2(c).

4.3 VICSES

- (a) VICSES will continue to perform its functions and duties under the *Victoria State Emergency Service Act 2005 (Vic)*.
- (b) VICSES will enter into:
 - (i) lease agreements with Municipal Councils where required under clauses 4.2(a), 4.2(b)(iii) and 4.2(c)(v) in accordance with clause 5; and
 - (ii) if relevant, arrangements agreed pursuant to clause 4.2(d).
- (c) VICSES will cooperate with Municipal Councils in identifying suitable land or premises for a VICSES Unit under clause 4.2(c)(v).

5. Leases

5.1 Schedule 1 properties

- (a) This clause 5.1 applies to leases of land or premises listed in Schedule 1.
- (b) In respect of any freehold land owned by a Municipal Council, each lease entered into between the Municipal Council and VICSES must be:
 - (i) for a term of 40 years;
 - (ii) provide for the rent payable to the Municipal Council to be \$1 per annum (plus GST), for the term of the lease; and
 - (iii) in substantially the form set out in Attachment 1.
- (c) In respect of any Crown land managed by a Municipal Council, each lease entered into between the Municipal Council and VICSES must:
 - (i) be for the maximum term permitted under s 17D of the *Crown Land (Reserves) Act 1978 (Vic)*, which may include an extension to the term with the approval of the Minister for Energy, Environment and Climate Change;
 - (ii) provide for the rent payable to the Municipal Council to be \$1 per annum (plus GST), for the term of the lease; and
 - (iii) be in a form approved by the Minister for Energy, Environment and Climate Change.
- (d) Where the parties consider that an extension to the term of a lease referred to in clause 5.1(c) should be sought, the parties will cooperate (and, in the case of MAV, will seek the cooperation of the relevant Municipal Council) in seeking an extension from the Minister for Energy, Environment and Climate Change.

5.2 Schedule 2 properties

- (a) The parties acknowledge that finalising arrangements for the ongoing use of the land or premises listed in Schedule 2 may be more complex than for land or premises listed in Schedule 1.

- (b) The parties agree that they will use their best endeavours to ensure that the relevant VICSES Units can access and utilise the land or premises listed in Schedule 2, in accordance with the tenure principles set out in paragraph (c).
- (c) The tenure principles are:
 - (i) VICSES should be provided with security of tenure for a period of 40 years;
 - (ii) payments for the right to lease or otherwise use the relevant land or premises must be nominal; and
 - (iii) where appropriate, terms equivalent to those in the lease set out in Attachment 1 should apply.
- (d) Where the parties agree that it is impracticable to secure the necessary access to, and use by, a VICSES Unit of the land or premises listed in Schedule 2 in accordance with the tenure principles in paragraph (c), as provided for under paragraph (b), the parties will use their best endeavours to identify and secure alternate premises or land as if the relevant VICSES Unit were a new VICSES Unit under clause 4.2(b).

6. Co-operation and consultation

The parties will exercise their rights and perform their obligations under this MOU in a co-operative, consultative and transparent manner.

7. Oversight

7.1 Representatives

- (a) Each party will nominate a representative to act as the contact point for all communications under this MOU.
- (b) Each party's representative is authorised to act as the agent of that party in relation to the exercise by that party of its rights, discretions and obligations under this MOU.
- (c) The person named in clause 9.1(a)(i) is the State's representative who will be responsible for communications under this MOU on behalf of the State. The State may replace its representative by giving Notice to MAV and VICSES.
- (d) The person named in clause 9.1(a)(ii) is the representative who will be responsible for communications under this MOU on behalf of MAV. MAV may replace its representative by giving Notice to the State and VICSES.
- (e) The person named in clause 9.1(a)(iii) is the representative who will be responsible for communications under this MOU on behalf of VICSES. VICSES may replace its representative by giving Notice to the State and MAV.

7.2 Establishment of the Oversight Committee

The parties will establish an Oversight Committee, to be comprised of each of the representatives nominated under clause 7.1.

7.3 Role of the Oversight Committee

The role of the Oversight Committee will be to:

- (a) oversee and report to the parties, and where relevant to Municipal Councils party to leases under clause 5, on the implementation of the arrangements set out in this MOU; and
- (b) provide a forum for decision making, information sharing, and dispute resolution in accordance with clause 11.3(a).

7.4 Procedures for the Oversight Committee

- (a) The Oversight Committee will meet at such times as agreed by all members.
- (b) Participation in meetings may be either in person or by way of teleconference or video conference.
- (c) In addition to any regular meetings, any member of the Oversight Committee may convene a meeting at any time that he or she considers that a meeting is necessary.
- (d) The Oversight Committee may agree to establish further procedures for its conduct.

8. Confidentiality and Privacy

8.1 Confidentiality

- (a) Each party may use the Confidential Information of the other party only for the purposes of this MOU.
- (b) Each party must keep Confidential Information of the other party confidential except:
 - (i) for disclosures permitted under paragraph (c); and
 - (ii) to the extent that party is required by law to disclose any Confidential Information.
- (c) A party may disclose Confidential Information of the other party to its officers or employees who have a need to know for the purposes of this MOU (and only to the extent that each has a need to know).
- (d) Each party's obligations under this section will survive termination of this MOU and will continue in relation to Confidential Information until the Confidential Information disclosed to it lawfully becomes part of the public domain.

8.2 Privacy

Each party will cooperate to ensure it does not cause the other party to breach any privacy obligations that the other party has at law.

9. Notices

9.1 Giving a communication

(a) A Notice may (in addition to any other method permitted by law) be sent by pre-paid post, pre-paid courier or by electronic mail as follows:

(i) to the State:

State Representative

Name: Neil Robertson

Position: Deputy Secretary, Emergency Management

Telephone: (03) 8684 7801

Email: neil.robertson@justice.vic.gov.au

Address: Level 23, 121 Exhibition Street, Melbourne VIC 3000

(ii) to MAV:

MAV Representative

Name: Rob Spence

Position: Chief Executive Officer

Telephone: (03) 9667 5502

Email: rspence@mav.asn.au

Address: Level 12, 60 Collins Street, Melbourne VIC 3000

(iii) to VICSES:

VICSES Representative

Name: John Casey

Position: Director Corporate Services

Telephone: (03) 9256 9005

Email: john.casey@ses.vic.gov.au

Address: 168 Sturt Street, Southbank VIC 3006

(b) A party may, from time to time, nominate a replacement representative for the purposes of clause 9.1(a), by notice in writing to each of the other parties.

9.2 Time of delivery

A Notice or document will be taken to be delivered or served as follows:

(a) in the case of delivery in person or by courier, when delivered;

(b) in the case of delivery by post, three Business Days after the date of posting; and

(c) in the case of electronic mail, if the receiving party has agreed to receipt in that form and the message is correctly addressed to and successfully transmitted to that party's electronic mail address (e-mail address), and acknowledgment of receipt is recorded on the sender's computer.

9.3 After hours communications

If any Notice is delivered or deemed to be delivered:

(a) after 5.00 pm in the place of receipt; or

- (b) on a day which is a Saturday, Sunday or public holiday in the place of receipt,

it is taken as having been delivered at 9.00 am on the next day which is not a Saturday, Sunday or public holiday in that place.

10. Review

Any party may request that all parties review the arrangements established under this MOU at any time.

11. Dispute Resolution

11.1 Dispute Notice

- (a) A party claiming that a dispute has arisen under this MOU must give a Notice to the other party, specifying the nature of the dispute (**Dispute Notice**).
- (b) A Dispute Notice may be withdrawn at any time by the party who gave the Dispute Notice.

11.2 Good Faith Discussions

Within 10 Business Days from the date of issue of the Dispute Notice, the representatives of each party will use their best endeavours to resolve the dispute between themselves at an operational level.

11.3 Resolution by head of each party

- (a) If the representatives of the parties are unable to resolve the dispute within 20 Business Days from the date of issue of the Dispute Notice, the dispute will be referred for resolution to the Oversight Committee established under clause 7.2.
- (b) If, after a further 10 Business Days from the dispute being referred in accordance with clause 11.3(a), the parties are unable to resolve the dispute, the parties may refer the dispute to the Chair, MAV, the Chair VICSES and the Secretary to the Department of Justice and Regulation for resolution.

11.4 Performance of Obligations

Notwithstanding the existence of a dispute, the parties to the dispute will continue to perform their obligations under this MOU.

12. Termination

This MOU may be terminated only in writing executed by each party.

13. General

13.1 Variation

This MOU may be amended or replaced only in writing executed by each party.

13.2 Counterparts

This MOU may be executed in any number of counterparts. All executed counterparts are taken to constitute one document.

13.3 Costs

Each party must pay its costs in relation to the preparation, negotiation and execution of this MOU.

13.4 Time to Act

If the time for a party to do something is not specified in this MOU, the party will do what is required within a reasonable time.

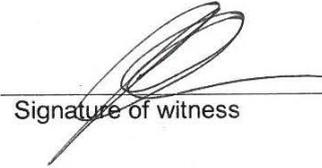
13.5 Compliance with Laws

Each party must comply with all laws affecting this MOU.

Signing page

Signed for and on behalf of the **State of Victoria** by the **Honourable James Merlino MP**, Minister for Emergency Services in the presence of:


Signature of Minister for Emergency Services


Signature of witness



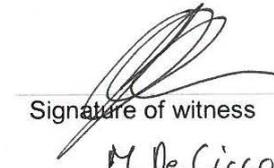
M. De Cicco
Name of witness (print)

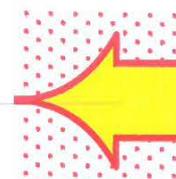
Date: 20/12/17

Signed for and on behalf of the **Municipal Association of Victoria** in the presence of:


Signature of authorised person

R. Spence
Name of authorised person (print)


Signature of witness



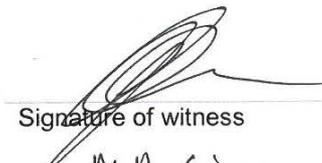
M. De Cicco
Name of witness (print)

Date: 20/12/17

Signed for and on behalf of the **Victorian State Emergency Services Authority** in the presence of:


Signature of authorised person

P. Akers
Name of authorised person (print)


Signature of witness



M. De Cicco
Name of witness (print)

Date: 20/12/17

Schedule 1 Properties

That part of the following properties (including common areas) occupied by VICSES at the Commencement Date:

Ref	Unit Name	Region	Address	Building Owner	Land Owner	Council
1	BRIMBANK	Central	Stadium Dve, Keilor Park - Council depot	Brimbank City Council	Brimbank City Council	Brimbank City Council
4	CRAIGIEBURN	Central	151A Craigieburn Road, Craigieburn, VIC, 3064	Hume City Council	Hume City Council	Hume City Council
5	EMERALD	Central	Corner Old Gembrook Rd and Sheriff Road, Emerald VIC 3782	Cardinia Shire Council	Crown Land - Administered by Cardinia Shire Council	Cardinia Shire Council
6	ESSENDON	Central	9 Rutherford Street, Aberfeldie 3040	Moonee Valley City Council	Moonee Valley City Council	Moonee Valley City Council
7	FOOTSCRAY	Central	MARIBYRNONG WORKS DEPOT, 95 Sunshine Rd, WEST FOOTSCRAY	Maribyrnong City Council	Maribyrnong City Council	Maribyrnong City Council
8	FRANKSTON	Central	32A McCulloch Ave, SEAFORD 3198	Frankston City Council	Frankston City Council	Frankston City Council
9	GLEN EIRA	Central	Moorleigh Comm Village 90 - 92 Bignell RD, EAST BENTLEIGH 3165	City of Glen Eira	City of Glen Eira	Glen Eira City Council
11	HASTINGS	Central	2144 Frankston Flinders Rd, Hastings 3915- Council depot	Mornington Peninsula Shire Council	Mornington Peninsula Shire Council	Mornington Peninsula Shire Council
12	HEALESVILLE	Central	9 Argoon Road, HEALESVILLE 3777	Yarra Ranges Shire Council	Yarra Ranges Shire Council	Yarra Ranges Shire Council
13	HOBSONS BAY	Central	149 Civic Parade, ALTONA 3018	City of Hobson's Bay	Hobsons Bay City Council	Hobsons Bay City Council
16	MALVERN	Central	293 Tooronga Rd, MALVERN	Stonnington City Council	Stonnington City Council	Stonnington City Council
17	MANNINGHAM	Central	Cnr Blackburn & Warrandyte Rd, DONCASTER EAST	Manningham City Council	Manningham City Council	Manningham City Council
18	MAROONDAH	Central	26 Lincoln Road, CROYDON.	Moorandah Council	Maroondah Council	Maroondah City Council
19	MELTON	Central	90-92 High St MELTON.	Melton City Council	Melton City Council	Melton City Council
20	MONASH	Central	390 Ferntree Gully Road, Notting Hill 3168	Monash City Council	Monash City Council	Monash City Council
22	NARRE WARREN	Central	36A Vesper Drive, NARRE WARREN	Casey City Council	Casey City Council	Casey City Council
23	NILLUMBIK	Central	58 Susan Street, ELTHAM	Nillumbik Shire Council	Nillumbik Shire Council	Nillumbik Shire Council
24	NORTHCOTE	Central	Darebin Enterprise Centre 2 Wingrove st, ALPHINGTON 3078	Darebin City Council	Darebin City Council	Darebin City Council

Ref	Unit Name	Region	Address	Building Owner	Land Owner	Council
28	SUNBURY	Central	21 McDougall Rd, SUNBURY	Hume City Council	Hume City Council	Hume City Council
29	UPPER YARRA	Central	2804 Warburton Hwy, WESBURN	Shire of Yarra Ranges	Crown land - administered by Shire of Yarra Ranges	Shire of Yarra Ranges
30	WHITEHORSE	Central	Council depot carpark, 1 Ailsa St, BOX HILL SOUTH	Whitehorse City Council	Whitehorse City Council	Whitehorse City Council
32	WYNDHAM	Central	Civic Centre, 45 Princess Hwy, WERRIBEE 3030 (Back of council)	Wyndham City Council	Wyndham City Council	Wyndham City Council
36	BRUTHEN	East	51 Main Street, BRUTHEN 3885	East Gippsland Shire Council	East Gippsland Shire Council	East Gippsland Shire Council
38	CANN RIVER	East	29 Monaro Hwy, CANN RIVER	East Gippsland Shire Council	East Gippsland Shire Council	East Gippsland Shire Council
39	DROUIN	East	7 Aikman Crt, DROUIN 3818	Baw Baw Shire Council	Baw Baw Shire Council	Baw Baw Shire Council
40	ERICA	East	1A Lehman Court, RAWSON 3825	Baw Baw Shire Council	Crown Land - administered by Baw baw Shire	Baw Baw Shire Council
41	FOSTER	East	14 Pioneer Street, FOSTER 3960 (South Gippsland Sec. College)	South Gippsland Shire Council	South Gippsland Shire Council	South Gippsland Shire Council
43	LEONGATHA	East	12 Watson Road, LEONGATHA 3953	South Gippsland Shire Council	South Gippsland Shire Council	South Gippsland Shire Council
45	MAFFRA	East	90 Landy Street, MAFFRA 3860	Wellington Shire Council	Wellington Shire Council	Wellington Shire Council
46	MALLACOOTA	East	27 Lees Road, MALLACOOTA 3892	East Gippsland Shire Council	Crown Land - administered by DELWP	East Gippsland Shire Council
47	MOE	East	265 Monash Road, NEWBOROUGH 3825	Unknown due to lack of documentation but most likely to be LaTrobe City Council	Latrobe City Council	Latrobe City Council
49	MORWELL 2 (Airfield)	East	Latrobe Valley Airport, 75 Airfield Road, TRARALGON WEST	VICSES	Latrobe City Council	Latrobe City Council
50	ORBOST	East	5 Wolseley Street, ORBOST 3888	East Gippsland Shire	East Gippsland Shire	East Gippsland Shire Council
51	PHILLIP ISLAND	East	125-129 Settlement Rd, COWES 3922	Bass Coast Shire	Bass Coast Shire	Bass Coast Shire Council
52	ROSEDALE	East	47 Cansick Street, ROSEDALE 3847	Wellington Shire Council	Wellington Shire Council	Wellington Shire Council
53	SALE	East	35-37 Union Street,	Wellington	Crown Land -	Wellington Shire

Ref	Unit Name	Region	Address	Building Owner	Land Owner	Council
			SALE 3850	Shire Council	Administered by Victrack	Council
58	WARRAGUL	East	160 Queen Street, WARRAGUL 3820	Baw Baw Shire Council	Baw Baw Shire Council	Baw Baw Shire Council
60	YARRAM	East	Railway Ave, YARRAM 3971	Wellington Shire Council	Wellington Shire Council	Wellington Shire Council
61	ARARAT	Mid West	85-87 High Street, ARARAT 3377	Ararat Rural City Council	Ararat Rural City Council	Ararat Rural City Council
62	BACCHUS MARSH	Mid West	11 Gisborne Rd, BACCHUS MARSH 3340	Moorabool Shire Council	Moorabool Shire Council	Moorabool Shire Council
63	BALLARAT	Mid West	115A Gillies Street south, BALLARAT 3354	Ballarat City Council	Ballarat City Council	Ballarat City Council
64	DIMBOOLA	Mid West	6 Lochiel Street, DIMBOOLA 3414	Hindmarsh Shire Council	Hindmarsh Shire Council	Hindmarsh Shire Council
65	DUNMUNKLE	Mid West	2 Wood Street, RUPANYUP 3388	Yarriambiack Shire Council	Yarriambiack Shire Council	Yarriambiack Shire Council
69	HORSHAM	Mid West	54 McPherson Street, HORSHAM 3402	Horsham Rural City Council	Horsham Rural City Council	Horsham Rural City Council
71	NHILL	Mid West	92B Nelson Street, NHILL 3418	Hindmarsh Shire Council	Hindmarsh Shire Council	Hindmarsh Shire Council
72	ST ARNAUD	Mid West	55 Wheeler Street, ST ARNAUD 3478	Northern Grampians Shire Council	Northern Grampians Shire Council	Northern Grampians Shire Council
73	STAWELL	Mid West	33 Sloane Street, STAWELL 3380	Northern Grampians Shire	Northern Grampians Shire	Northern Grampians Shire Council
74	WARRACKNAB EAL	Mid West	19(79) Lyle Street, WARRACKNABEAL 3393	Yarriambiack Shire Council	Crown land - Administered by DELWP	Yarriambiack Shire Council
76	BEECHWORTH	North East	1 Radcliffe Rd, BEECHWORTH 3747	Indigo Shire Council	Indigo Shire Council	Indigo Shire Council
77	BENALLA	North East	1 Samaria Rd, BENALLA 3672	Benalla Rural City Council	Benalla Rural City Council	Benalla Rural City Council
78	BRIGHT	North East	16 Churchill Ave, BRIGHT 3741	Alpine Shire	Alpine Shire	Alpine Shire Council
79	CHILTERN	North East	3 Crawford St, CHILTERN 3683	Indigo Shire Council	Crown land - Administered by DELWP	Indigo Shire Council
81	CORRYONG	North East	13 Jardine Street, CORRYONG 3707	Towong Shire Council	Towong Shire Council	Towong Shire Council
82	EUROA	North East	37 Clifton Street, EUROA 3666	Strathbogie Shire Council	Strathbogie Shire Council	Strathbogie Shire Council
85	KILMORE	North East	Cnr Green & White Streets, KILMORE 3764	Mitchell Shire Council	Mitchell Shire Council	Mitchell Shire Council
89	MURCHISON	North East	10A Watson Street, MURCHISON 3610	Greater Shepparton City Council	Greater Shepparton City Council	Greater Shepparton City Council
90	MYRTLEFORD	North East	16 Jubilee Steet, MYRTLEFORD 3737	Alpine Shire Council	Alpine Shire Council	Alpine Shire Council
91	NUMURKAH	North	36 Nelson Street,	Moira Shire	Moira Shire	Moira Shire

Ref	Unit Name	Region	Address	Building Owner	Land Owner	Council
		East	NUMURKAH 3636	Council	Council	Council
93	SEYMOUR	North East	115 Wimble Street, SEYMOUR 3660	Mitchell Shire Council	Mitchell Shire Council	Mitchell Shire Council
95	TATURA	North East	Cnr Russel & Martin Streets, TATURA 3616	Greater Shepparton City Council	Greater Shepparton City Council	Greater Shepparton City Council
97	WODONGA	North East	172 Victoria Cross Pde, WODONGA 3690	Wodonga City Council	Wodonga City Council	Wodonga City Council
100	BENDIGO	North West	64 Adam Street, BENDIGO 3550	Greater Bendigo City Council	Crown land - Administered by DELWP	Greater Bendigo City Council
101	BIRCHIP	North West	89 Cumming Ave, BIRCHIP 3483	Buloke Shire Council	Buloke Shire Council	Buloke Shire Council
102	CASTLEMAINE	North West	1 Scotts Avenue, CASTLEMAINE 3450	Mount Alexander Shire Council	Mount Alexander Shire Council	Mount Alexander Shire Council
103	DUNOLLY	North West	51 Broadway DUNOLLY 3465	Central Goldfields Shire Council	Central Goldfields Shire Council	Central Goldfields Shire Council
104	ECHUCA	North West	292 High St, ECHUCA 2564	Campaspe Shire Council	Crown land - Administrator - DELWP	Campaspe Shire Council
105	GISBORNE	North West	33 Roberston Street, GISBORNE 3437	Macedon Ranges Shire Council	Macedon Ranges Shire Council	Macedon Ranges Shire Council
108	KERANG	North West	8 Tate Drive, KERANG 3579	Gannawarra Shire Council	Shire of Gannawarra	Gannawarra Shire Council
109	KYABRAM	North West	4 Kuhle Court, KYABRAM 3620	Campaspe Shire Council	Campaspe Shire Council	Campaspe Shire Council
111	MARYBOROUGH	North West	70 Burns Street, MARYBOROUGH 3465	Central Goldfields Shire Council	Central Goldfields Shire Council	Central Goldfields Shire Council
112	MILDURA	North West	70 Twelfth Street, MILDURA 3502	Mildura Rural City Council	City of Mildura	Mildura Rural City Council
113	MURRAYVILLE	North West	17 Reed Street, MURRAYVILLE 3512	Mildura Rural City Council	Mildura Rural City Council	Mildura Rural City Council
115	OUYEN	North West	50 Farrell Street, OUYEN 3490	Mildura Rural City Council	Crown land - Administered by Victrack	Mildura Rural City Council
116	ROBINVALE	North West	McLennan Drive ROBINVALE 3549	Swan Hill Rural City Council	Crown Land – Administered by DELWP	Swan Hill Rural City Council
118	RUSHWORTH	North West	Lot 2, Barlow Avenue, RUSHWORTH 3612	Campaspe Shire Council	Campaspe Shire Council	Campaspe Shire Council
117	ROCHESTER	North West	5 Victoria St, ROCHESTER, Vic 3561	Campaspe Shire Council	Crown Land - Administered by DELWP	Campaspe Shire Council
119	SWAN HILL	North West	1 McAllister Rd, SWAN HILL 3585	Swan Hill Rural City Council	Swan Hill Rural City Council	Swan Hill Rural City Council
120	WEDDERBURN	North West	Lot 2 Nardoo Court, WEDDERBURN 3518	Loddon Shire Council	Loddon Shire Council	Loddon Shire Council

Ref	Unit Name	Region	Address	Building Owner	Land Owner	Council
121	WOODEND	North West	26 Urquhart Street, WOODEND 3442	Macedon Ranges Shire Council	Macedon Ranges Shire Council	Macedon Ranges Shire Council
128	COBDEN	South West	32 Silvester Street, COBDEN 3266	Corangamite Shire Council	Corangamite Shire Council	Corangamite Shire Council
129	COLAC	South West	87 Wilson Street, COLAC 3250	Colac Otway Shire Council	Colac Otway Shire Council	Colac Otway Shire Council
130	CORIO	South West	Council depot 299 Anakie Rd, LOVELY BANKS 3221	City of Greater Geelong	City of Greater Geelong	City of Greater Geelong
131	DARTMOOR	South West	56 Ascot Street, DARTMOOR 3304	Glenelg Shire Council	Glenelg Shire Council	Glenelg Shire Council
134	HAMILTON	South West	58-60 Shakespeare Street, HAMILTON 3300	Southern Grampians Shire Council	Crown Land-Administered by DELWP	Southern Grampians Shire Council
136	LISMORE	South West	7 Ferrers Street, LISMORE 3325	Corangamite Shire Council	Corangamite Shire Council	Corangamite Shire Council
138	MORTLAKE	South West	Cnr Stewart & Shaw Streets, MORTLAKE 3272	Moyne Shire Council	Moyne Shire Council	Moyne Shire Council
141	PORT FAIRY	South West	81 Sackville Street, PORT FAIRY 3284	Moyne Shire Council	Moyne Shire Council	Moyne Shire Council
142	PORTLAND	South West	4 Glenelg Street, PORTLAND 3305	Shire of Glenelg	Shire of Glenelg	Glenelg Shire Council
144	TERANG	South West	27 Baynes Street, TERANG 3264	Shire of Corangamite	Shire of Corangamite	Corangamite Shire Council
145	TORQUAY	South West	130 Messmate Rd, TORQUAY 3228	Surf Coast Shire Council	Surf Coast Shire Council	Surf Coast Shire Council
146	WARRNAMBOOL	South West	40 Walsh Road, WARRNAMBOOL 3280.	Warrnambool City Council	Warrnambool City Council	Warrnambool City Council
147	WINCHELSEA	South West	325 Mousely Drive, WINCHELSEA 3241	Surf Coast Shire Council	Surf Coast Shire Council	Surf Coast Shire Council

Schedule 2 Properties

That part of the following properties (including common areas) occupied by VICSES at the Commencement Date:

Ref	Unit Name	Region	Address	Building Owner	Land Owner	Council
2	BROADMEADOWS	Central	Old Motorcycle Park, 434 Mahoneys Rd, CAMPBELLFIELD 3061	Hume City Council (note: land will be sold to Ikea by June 2018)	Hume City Council (note: land will be sold to Ikea by June 2018)	Hume City Council
3	CHELSEA	Central	Bonbeach Reserve, 101 Scotch Parade, BONBEACH 3197	Kingston City Council (note: council considering land sale)	Kingston City Council (note: council considering land sale)	Kingston City Council
10	GREATER DANDENONG	Central	Unit 10, 42 Mills Rd, DANDENONG	Greater Dandenong City Council (Note: council considering land sale)	Greater Dandenong City Council (Note: council considering land sale)	Greater Dandenong City Council
86	MANSFIELD	North East	166 Maroondah Hwy, MANSFIELD 3724	Mansfield Shire Council (Note: council considering land sale)	Mansfield Shire Council (Note: council considering land sale)	Mansfield Shire Council
26	PORT PHILLIP	Central	525 Williamstown Road, PORT MELBOURNE	Port Phillip City Council (Note: council considering land sale)	Port Phillip City Council (Note: council considering land sale)	Port Phillip City Council
14	KNOX - Administration	Central	102 Lewis St, WANTIRNA SOUTH 3152	Knox City Council (note: land likely to be sold to Westfield by June 2020)	Knox City Council (note: land likely to be sold to Westfield June 2020)	Knox City Council
14a	KNOX - Motor room	Central	100 Lewis St, WANTIRNA SOUTH 3152	Knox City Council (note: land likely to be sold to Westfield by January 2020)	Knox City Council (note: land likely to be sold to Westfield by January 2020)	Knox City Council
80	COBRAM	North East	1 Jerilderie Street Tocumwal NSW 2714	Moira Shire Council (note: council considering land sale)	Moira Shire Council (note: council considering land sale)	Moira Shire Council

Attachment 1 Form of Lease for Freehold Properties