Transport for NSW | June 2020

Agreement for Block Grant Assistance to Council for Regional Roads

(Block Grant Agreement)

2020/21

<< insert name of Council >>

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Dated: 2020

**1. PARTIES**

1.1 Transport for NSW, a NSW Government agency constituted under s 80B of the *Transport Administration Act 1988* (“TfNSW”)

1.2 «Insert full name of Council and ABN» (“Council”) (together, “parties”)

**2. INTERPRETATION**

2.1 In this document unless the context otherwise requires the following words and phrases have the meanings given to them below:

2.1.1 "Act" means the *Roads Act 1993*.

2.1.2 “Agreement” means the agreement recorded in this document.

2.1.3 "Grant" means the amount of financial assistance given by Transport for NSW to Council under the terms of this Agreement.

2.1.4 “Regional Director” means Transport for NSW’s Director, [insert region].

2.1.5 "Regional Roads" means the roads for which the Grant is to be made as set out in this Agreement.

2.1.6 "Traffic Facilities" means all facilities installed to assist the flow of traffic and to maximise road safety.

2.1.7 “Works" means all acts of construction, maintenance, improvements and related planning, design, environmental surveys upon Regional Roads and all incidental on-site acts in any way related to such activities.

**3. RECITALS**

3.1 Transport for NSW and councils throughout New South Wales share responsibility for the management of the roads and traffic system in New South Wales and are committed to a consultative approach to the exercise of that responsibility.

3.2 Transport for NSW and councils have a mutual interest to ensure that adequate funds are available from all spheres of government so that the roads and traffic system in New South Wales is managed in a manner acceptable to the community.

3.3 Transport for NSW and councils recognise that effective and efficient planning, management, administrative, funding and classification arrangements are necessary in the current economic and social climate.

3.4 Transport for NSW has offered to pay the Grant to Council on the terms set out in this Agreement and Council has accepted that offer. This Agreement is entered into under Division 1 of Part 13 of the Act.

**4. PAYMENT AND EXPENDITURE OF GRANT**

4.1 The parties hereby agree that Transport for NSW shall pay, and Council may only expend, the Grant for the financial year 1 July 2020 to 30 June 2021 in accordance with the terms contained in this Agreement.

**5. GRANT**

**Amount**

5.1 Transport for NSW must pay the Grant to Council in the amount set out in Schedule 1 of this Agreement. The Grant has three components:

5.1.1 Roads;

5.1.2 Traffic Facilities; and

5.1.3 Supplementary.

**Regional Roads**

5.2 This Agreement applies to the portion of the Regional Roads listed in Schedule 2 of this Agreement that falls within the local government area of Council.

**Expenditure on Works**

5.3 The Grant may only be expended in accordance with Council’s Integrated Planning and Reporting plans, and only on:

5.3.1 Works on Regional Roads; and

5.3.2 Works directly relating to Traffic Facilities on Regional Roads and local roads.

5.4 Transport for NSW may grant financial assistance in addition to the Grant for specific Works on Regional Roads in its absolute and unfettered discretion.

**Flood and Storm Damage**

5.5 Transport for NSW may grant financial assistance in addition to the Grant for urgent repairs or emergency Works necessary on Regional Roads.

5.6 Transport for NSW may grant financial assistance in addition to the Grant where, as a result of damage to one or more of the Regional Roads, road ferries or road bridges by flood or storm, alternative routes or additional facilities must be provided for traffic purposes.

**6. PAYMENT OF FINANCIAL ASSISTANCE**

6.1 The Grant is to be paid to Council in two instalments (being the “first” and “second” instalments referred to in this clause 6).

6.2 Transport for NSW will pay the first instalment (comprising funds for quarters 1 and 2) in August 2020 and is to pay the second instalment (comprising funds for quarters 3 and 4) in January 2021.

6.3 Councils are to submit the following information to the Regional Director, Transport for NSW by **30 September 2020**:

6.3.1 a signed copy of this Agreement;

6.3.2 a certificate of expenditure for the 2019/20 year in the form prescribed in Schedule 3 of this Agreement;

6.3.3 a report of expenditure and works for the 2019/20 year completed in accordance with Clause 7.1 and Schedule 4A of this Agreement, and

6.3.4 a report on the inventory of Regional Roads including bridges for the 2019/20 year in accordance with Clause 7.2 and Schedule 4B of this Agreement.

6.3 The second instalment will not be paid unless all documents set out in clause 6.3 are received by Transport for NSW by or on **30 September 2020**.

**Under Expenditure**

6.5 Council is expected to have fully expended the Grant by 30 June 2021.

6.6 Any remaining part of the Grant not expended by 30 June 2021 will be deducted from the Grant for a subsequent financial year.

**7. COUNCIL REPORTING**

7.1 Council must forward to Transport for NSW a report detailing expenditure, from all Council funding sources, and work outputs for Regional Roads for the year 2019/20 in the form prescribed in Schedule 4A to this Agreement.

7.2 Council must forward to Transport for NSW updated inventory information in the form prescribed in Schedule 4B of this Agreement for the 2019/20 year. Council is required to fully report on its inventory of Regional Roads under Schedule 4B, including where there is no change from previous year’s inventory.

**8. INSPECTION OF RECORDS**

8.1 Council must give any authorised officer of Transport for NSW all information, evidence, access to Council's records, documents and facilities for inspection reasonably required in connection with the expenditure of the Grant promptly upon request. Any officer of Transport for NSW who is authorised by Transport for NSW in writing to seek and obtain such information and other matters is deemed to have been authorised for the purposes of this clause.

8.2 Council understands that an audit of expenditure of the Grant may be carried out at any time during the period of the Agreement.

8.3 Nothing in this clause 8 affects Transport for NSW’s rights to direct Council to furnish information under s 228 of the Act, or otherwise.

**9. INDEMNITY**

9.1 Council must indemnify, hold harmless and keep indemnified Transport for NSW from and against all damages, costs, charges and expenses of any nature whatsoever paid suffered or incurred by Council in respect of any action, claim suit or proceedings taken by or incurred by Council in respect of any Works carried out involving expenditure of the Grant, except where Transport for NSW is itself liable in respect of any Works upon which it has subcontracted for reward and the liability arises in connection with that subcontract.

9.2 Any damages, costs, charges or expenses of any nature whatsoever paid suffered or incurred by Council in respect of any action, claim, suit or proceedings taken by or against Council and relating to Works carried out involving expenditure of the Grant must be paid or borne by Council and must not be paid out of the Grant; provided however that this restriction on expenditure of the Grant does not apply to any action, claim, suit or proceedings involving disputes between Council and contractors or sub-contractors engaged in or assisting in Works.

10**. DEFAULT**

10.1 If there is any default by Council in the observance or performance of this Agreement, Council must, on demand by Transport for NSW, refund the whole or such part as determined by Transport for NSW of the monies which at the date of such demand have been paid by Transport for NSW on account of the Grant, together with interest thereon at the rate of 6 per cent per annum, calculated from the dates of payment thereof up to the date of refund.

10.2 If Transport for NSW so determines, the amount for which a demand has been made under Clause 9.1 may be set off against a grant for the succeeding year rather than repaid.

10.3 Any dispute or claim whatsoever arising in connection with this Agreement must be submitted to mediation administered by the Australian Commercial Disputes Centre Limited (**"ACDC"**). The mediator must be agreed between the parties chosen from a list suggested by ACDC. If agreement cannot be reached, the mediator must be nominated by the Secretary General of ACDC. All costs, charges and expenses resulting from referral to the ACDC shall be borne equally by the parties. In the event that the dispute or claim has not been resolved within 28 days (or such other period as agreed to in writing between the parties hereto) of appointment of the mediator the claim shall be submitted to litigation.

**11. RECOVERY OF COST OF DAMAGE TO ROADS**

11.1 In respect of damage to Regional Roads, Council agrees to carry out repairs and use its best endeavours to recover the cost of such repairs in accordance with Section 102 of the Act.

11.2 The Grant may be expended on the cost of repairs carried out under Clause 11.1. Council agrees that any amount recovered by it pursuant to Clause 11.1/section 102 of the Act may be applied by Council in accordance with the terms of this Agreement as if such amount were part of the Grant.

**12. GENERAL**

12.1 This document is to be read and construed and take effect in accordance with the laws of New South Wales from time to time in force and providing that the procedures outlined in Clause 10.3 have been exhausted the parties agree to subject themselves to the jurisdiction of the courts of New South Wales and any court competent to hear appeals there from.

12.2 Where any time limit pursuant to this document falls on a Saturday, Sunday or public holiday in the State or Territory whose laws apply in the construction hereof then that time limit are deemed to have expired on the next business day thereafter.

12.3 Where a word or phrase is given a defined meaning in this document, any other part of speech or other grammatical form in respect of such word or phrase has a corresponding meaning unless the context requires otherwise. .

12.4 No amendment of or addition to the provisions of this document is valid and binding unless it is in writing and signed by both the parties.

12.5 The illegality of any provision of this document does not affect the validity or enforceability of the other provisions hereof.

12.6 The headings and index used in this document are for convenience only and do not affect the interpretation of this document.

**13. NOTICES**

13.1 Every Notice or Certificate or any communication between the parties referred to in this Agreement must be in writing and either delivered personally or sent by prepaid letter, email or facsimile and is deemed to have been received:

13.1.1 in the case of a letter, when delivered personally or three days after it has been put in the post; and

13.1.2 in the case of a facsimile or email, at the time the machine or computer at which the facsimile or email is transmitted displays or records confirmation that transmission has been completed. Except where a facsimile is received on a day other than a business day or after 5:00pm on a business day, it is deemed to have been received on the next following business day.

13.2 Every notice must be addressed to the relevant party as follows:

Transport for NSW: «Address»

Council: «Address1»

or such other address or email or facsimile number as is notified by one party to the other party under this Agreement.

IN WITNESS of the above provisions and the following Schedules the parties have executed this Agreement on the date first hereinbefore appearing.

**Duly signed by the Regional Director of the**   **Region as delegate of Transport for NSW:**

Regional Director signature Regional Director name

Witness signature Witness name

**Duly signed by the General Manager on behalf of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Council:**

General Manager signature General Manager name

Witness signature Witness name

**Date:**

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| **SCHEDULE 1**  **Amount of Grant** |

Council Name: **«Council»**

The Grant from Transport for NSW to the Council for the financial year 1 July 2020 to 30 June 2021 shall be for the total sum of:

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| Comprising: | $ « Total » |
| Roads component: | $ « Roads » |
| Traffic Facilities component | $ « Traffic » |
| Supplementary component | $ « Supplementary » |

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| **SCHEDULE 2**  **List of Regional Roads** |

**Council Name: «Council»**

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| **Road Number** | **Road Name/Description** | **Length (km)** |
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| **SCHEDULE 3**  **Transport for NSW  Block Grant Certificate of Expenditure** |

**Council Name: «Council»**

**To be submitted to Transport for NSW Regional Office**

**TRANSPORT FOR NSW BLOCK GRANT CERTIFICATE OF EXPENDITURE**

Financial Year 1 July 2019 to 30 June 2020

Total Grant approved as per Schedule 1 $ Total payment by Transport for NSW $ Amount of Grant expended by Council by 30 June 2020 $

We certify, in accordance with the terms of the Agreement governing payment of the Grant that:-

a. the expenditure shown in this certificate has been actually and bona fide incurred and relates solely to the work covered by the Grant;

b. the work has been executed in accordance with an appropriate standard as determined by Council in their capacity as a roads authority and conforms with legislation in place if any, and;

c. the expenditure shown in this certificate has been expended in accordance with Council’s Integrated Planning and Reporting plans.

General Manager: Date: Council Engineer: Date:

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| **SCHEDULE 4A**  **Regional Road Expenditure and Output Information for 2019/20** | | | |
| 1.0 | **Council Name** | **«Council»** |

**To be submitted to Transport for NSW Regional Office**

Councils are to report all expenditure relating to work outputs for Regional Roads, including in respect of road works and traffic facilities, incurred in 2019/20 on Regional Roads from all funding sources, in the format set out in this schedule.

Councils are to provide a breakdown of the total expenditure by four principal funding sources: Transport for NSW; Federal Government; Council’s own funds; and (all) Other Sources (including developer contributions and grants from other agencies).

Councils are to provide a breakdown of the expenditure into key work activities as described below. Each item must record a response. **If no data is applicable, please record “Not Applicable” or “N/A”.**

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| **Item** | **Item 2: Expenditure on regional roads from all Council’s funding sources** | **$** |
| 2.1 | **Transport for NSW** (Block, REPAIR, Disaster Restoration, Road Safety, Traffic Management and other Transport for NSW grants) |  |
| 2.2 | **Federal Government** (Federal Financial Assistance and Roads to Recovery  Grants, Any other federal road grants) |  |
| 2.3 | **Council’s own funds** |  |
| 2.4 | **Other Sources** (e.g. Developers, other agencies) |  |
| 2.5 | **Total Expenditure in 2019/20** |  |

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| **Breakdown of Expenditure by work activities and output** | | | | | | | | | | |
| Item | Activity | Expenditure  $ | | Output to be reported by council | | | | | | |
| **Item 3 - Road maintenance (excluding bridges) on regional roads** | | | | | | | | | | |
| 3.1 | **Routine roadside maintenance. (route maintenance)** | $ | |  | | | | | | |
|  | *Includes expenditure on maintenance of the road corridor, excluding the pavement and associated structures. It includes control of pests and noxious weeds within the road reserve, control of vegetation and mowing, landscaping, fire hazard control, litter control plus shoulder grading and drainage cleaning.* | | | | | | | | | |
| 3.2 | **Routine Pavement maintenance** | $ | |  | | | | | | |
|  | *Includes expenditure on minor activities to maintain the traffic pavement and shoulders of a road in a safe and trafficable condition, including maintenance of associated structures, and includes pot hole patching, crack sealing and heavy patching.* | | | | | | | | | |
| 3.3.1 | **Pavement resurfacing**  ***SEALED Roads*** | $ | | **Length of resurfacing project (km)** | |  | | **Area of project (m2)** | |  |
|  | *Includes expenditure on periodic pavement maintenance of sealed roads: - works to preserve pavements by correcting defects in surface integrity other than those treated by routine maintenance or rehabilitation and includes reseals (sprayed seals), asphalt resurfacing, pavement rejuvenation and micro surfacing.* | | | | | | | | | |
| 3.3.2 | **Pavement resurfacing**  ***UNSEALED Roads*** | $ | | **Length of resurfacing project (km)** | | |  | **Area of project (m2)** | |  |
|  | *Includes expenditure on periodic pavement resurfacing of unsealed roads - gravel re-sheeting.* | | | | | | | | | |
| 3.4 | **Rehabilitation** | $ | | **Length of rehabilitation project (km)** | | |  | **Area of project (m2)** | |  |
|  | *Includes expenditure on pavement and shoulder restoration and replacement (including resurfacing).* | | | | | | | | | |
| **Item 4 - route development of regional roads** | | | | | | | | | | |
| 4.1 | **Widening/shoulder sealing** | | $ | | **Length of widening project (km)** | | | |  | |
|  | *Includes expenditure on widening formation, and sealing existing shoulders. If undertaken as part of construction and realignment works then include under construction and realignment. If undertaken as part of initial sealing then report under initial sealing.* | | | | | | | | | |
| 4.2 | **Reconstruction/ Realignment** | | $ | | **Length of reconstruction project (km)** | | | |  | |
|  | *Includes expenditure on reconstructing road on amended alignment or to increase traffic or load capacity, excluding construction of new approaches to new bridges. If part of project to undertake initial sealing, then report under Initial Sealing.* | | | | | | | | | |
| 4.3 | **Initial seals (including reconstruction)** | | $ | | **Length of initial seal project(km)** | | | |  | |
|  | *Includes expenditure to prepare (including deviation, widening and/or construction) to seal previously unsealed roads.* | | | | | | | | | |
| **Item 5 – bridges on regional roads** | | | | | | | | | | |
| 5.1 | **Bridge maintenance** | | $ | | **Deck area maintained (m2)** | | | |  | |
|  | *Includes expenditure on bridge maintenance, inspections, and painting other than expenditure on new bridge construction.* | | | | | | | | | |
| 5.2 | **Bridge restoration and replacement, excluding significant approach roadworks** | | $ | | Describe location and work | | | | | |
|  | *Includes expenditure, size and location of new bridges completed or under construction excluding cost of significant new approach roads.* | | | | | | | | | |
| 5.3 | **Significant roadworks to provide approaches to new bridges.** | | $ | |  | | | | | |
|  | *Includes expenditure on construction cost of significant new or replacement approach roads to new bridges.* | | | | | | | | | |
| **Item 6 - safety and traffic works on regional roads** | | | | | | | | | | |
| **6** | **Safety and traffic works on**  **Regional Roads** | | $ | | Describe any key new works | | | | | |
|  | *Include routine expenditure on maintaining and improving safety and traffic works such as linemarking, signage, traffic facilities, guardrail and cycleways.*  *Include construction of new facilities such as roundabouts, new guardrail, pedestrian refuges, traffic signals, bus bays.*  *Exclude works on intersections between State and Regional Roads. Include works on intersections between*  *Regional and Local Roads.*  *Do NOT include expenditure on Road Safety Officers or loan repayments.* | | | | | | | | | |

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| **Item 7 - natural disaster restoration works on regional roads** | | | |
| **7** | **Natural Disaster Restoration**  **Works** | $ |  |
|  | *Include expenditure on any works not captured under the above activities, undertaken to repair damage to roads or traffic facilities from natural disasters.* | | |
| **Item 8 – other** | | | |
| **8** | **Other works on Regional Roads** | $ | Describe |
|  | *Include any other expenditure on PHYSICAL works not included above.*  *Do NOT include expenditure on street lighting, Road Safety Officers, loan repayments, footpath maintenance, traffic surveys, and asset surveys.* | | |
| **9** | **Total Expenditure on Regional**  **Roads** | $ | **Must equal to total amount reported at item 2.5 above** |

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| **SCHEDULE 4B**  **Regional Road Inventory Statement as at 30 June 2020** | | | |
| 1.0 | **Council Name** | **«Council»** |

**Note 1: This Schedule 4B sets out the required form for Council’s Regional Road Inventory Statement (Inventory Statement) as at 30 June 2020**

**Note 2: Inventory Statement to be submitted to Transport for NSW Regional Office on or before 30 September 2020**

**Note 3: Inventory Statement to be completed, even where there is no change from previous year’s Inventory Statement**

**Note 4: Please provide evidence/basis for determination of traffic data in column marked T4 below.**

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|  | **Road Data as at 30 June 2020(**Insert data for each Regional Road) | | | | | **Traffic Data** | | | |
|  | R1 | R2 | R3 | R4 | R5 | T1 | T2 | T3 | T4 |
| List each Road by Transport for NSW Road No | Total centre line length (km) | Sealed length (km) | Un-sealed Length (km) | Area  Sealed | Total lane kilometres (include lanes available for travel, do not include turn lanes or shoulders) | Estimated weighted average annual daily traffic | Estimated % heavy vehicles | Estimated number of heavy vehicles | Traffic data source and year |
|  | km | km | km | m2 | Lane km |  | % |  | (counts, modelling, etc.) |
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| **Bridge Data** | | | | | |
| **Timber Bridges available to traffic as at 30 June 2020** (Insert data for each timber bridge) | | | | | |
| B1 List of timber bridges/culverts over 6 metres length (predominantly timber) - name of bridge, name of stream/river/creek.  *(e.g Smith Bridge over Smith Creek)* | Road Number | Bridge Number | Length | Deck width - Metres | Bridge deck area - m2 |
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| **Non Timber Bridges as at 30 June 2020** | | | |
| B3 | Total number of non-timber bridges/culverts over 6 metres length (materials predominantly other than timber) |  |
| B4 | Total deck area of non-timber bridges | m2 |