

**AGREEMENT FOR BLOCK GRANT
ASSISTANCE TO COUNCIL FOR
REGIONAL ROADS**

("Block Grant Agreement")

2012/2013

«Council»

AGREEMENT FOR BLOCK GRANT OF ASSISTANCE TO COUNCIL FOR REGIONAL ROADS

Dated:

2012

I. PARTIES

- 1.1 Roads and Maritime Services of New South Wales «Region»
- 1.2 «Council»

2. INTERPRETATION

- 2.1 In this document unless the context otherwise requires the following words and phrases shall have the meanings attributed to them as follows:
 - 2.1.1 "Act" means the *Roads Act 1993*.
 - 2.1.2 "Maintenance" shall have the meaning it has in the Act.
 - 2.1.3 "Council" means the Council being granted assistance by Roads and Maritime Services for works of construction and maintenance under the Act as set out in this Agreement.
 - 2.1.4 "Financial Year" shall refer to the twelve month period commencing on 1 July 2012 and expiring on 30 June 2013.
 - 2.1.5 "Four Month Period" shall refer to the three consecutive divisions of the Financial Year, each four months in length and ending respectively on 31 October 2012, 28 February 2013 and 30 June 2013.
 - 2.1.6 "Grant" means the amount of financial assistance agreed to be granted to Council by the Roads and Maritime Services in accordance with the terms of this Agreement.
 - 2.1.7 "Local Government Area" shall have the same meaning as in the Local Government Act 1993
 - 2.1.8 "Regional Roads" means the roads in respect of which RMS and Council have agreed that a grant shall be made as set out in this Agreement.
 - 2.1.9 "RMS" means Roads and Maritime Services of New South Wales constituted under the Transport Administration Act 1988
 - 2.1.10 "Traffic Facilities" means all facilities installed to assist the flow of traffic and to maximise road safety.
 - 2.1.11 "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.

RECITALS

- 3.1 RMS and councils throughout New South Wales share responsibility for the management of the roads and maritime system in New South Wales and are committed to a joint consultative approach to the exercise of that responsibility.
- 3.2 RMS and councils have a mutual interest to ensure that adequate funds are available from all spheres of government so that the roads and maritime system in New South Wales is managed in a manner acceptable to the community.
- 3.3 RMS 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 RMS and Council therefore enter into this binding Agreement to govern the payment of the Grant.

4. GRANT OF FINANCIAL ASSISTANCE

- 4.1 The parties hereby agree that RMS shall pay the Grant in respect of Works to Council for the Financial Year 1 July 2012 to 30 June 2013 in accordance with the terms contained in this Agreement.

5. GRANT

Amount

- 5.1 RMS shall pay the Grant to Council in the amount set out in Schedule 1 of this Agreement. The Grant to Council shall have the following three components:
 - 5.1.1 Roads component
 - 5.1.2 Traffic Facilities component
 - 5.1.3 Supplementary component.

Regional Roads

- 5.2 The parties agree that the Regional Roads to which this Agreement applies shall be that portion of the Regional Roads listed in Schedule 2 of this Agreement which falls within the local government area of Council.

Expenditure on Works

- 5.3 Council agrees to expend the Grant to conform with sound engineering practice and in accordance with appropriate prevailing standards only on:
 - 5.3.1 Works on Regional Roads; and
 - 5.3.2 Works relating to Traffic Facilities on Regional and Local roads.
- 5.4 RMS acknowledges that financial assistance additional to the Grant may be granted by RMS in respect of specific works on Regional Roads.

Flood and Storm Damage

- 5.5 RMS acknowledges that financial assistance additional to the Grant may be granted by RMS in respect of urgent repairs or emergency works necessary upon Regional Roads.
- 5.6 RMS acknowledges that financial assistance additional to the Grant may be granted by RMS where, owing to damage to roads, ferries or bridges by declared flood or storm, it is necessary to provide alternative routes or provide additional facilities for traffic purposes.

6. PAYMENT OF FINANCIAL ASSISTANCE

- 6.1 RMS shall, through equal quarterly instalments, make Grant payment to Council, the first such payment to be made as soon as practicable following execution of this agreement. Subsequent quarterly payments will only become payable on receipt of the following documents:
 - 6.1.1 Submission to the Regional Manager of a signed copy of this agreement for 2012/2013 by 30 September 2012,
 - 6.1.2 A certificate of expenditure in accordance with section 6.3 and 6.4 of this Agreement,
 - 6.1.3 A report of expenditure and works completed in accordance with section 7.1 of this Agreement, and
 - 6.1.4 A report on the inventory of Regional Roads including bridges in accordance with section 7.2 of this Agreement.
- 6.2 Payment of the subsequent instalments will be made as soon as practicable within the months of October, January and April in the Financial Year subject to the conditions of this Agreement being met.
- 6.3 Council agrees to forward to RMS by 1 September 2013 a Certificate of Expenditure in the form prescribed in Schedule 3 of this Agreement for the expenditure of Block Grant allocations in 2012/13.

Under Expenditure

- 6.4 Council is expected to have fully expended the Block Grant allocation for 2012/13 by 30 June 2013. Any part of the Grant not expended by 30 June 2013 may be expended by Council after that date without diminishing the amount of the Grant for the subsequent financial year but not later than 31 July 2013, provided that Council shall expend such remaining sum in accordance with the terms of this Agreement and certify this expenditure in accordance with Schedule Three of this Agreement.
- 6.5 Any remaining part of the Grant not expended by 31 July 2013 will be regarded as a payment against the Grant for the subsequent financial year.

7. COUNCIL REPORTING

- 7.1 Council agrees to forward to RMS by 1 September 2013 a report detailing expenditure, from all council sources, and work outputs for Regional Roads in accordance with Schedule 4A of this Agreement. This report is to show all expenditure on road works and traffic control works on Regional Roads from all Council's funding sources.
- 7.2 Council agrees to forward to RMS by 30 September 2013 updated inventory information in accordance with Schedule 4B.

8. INSPECTION OF RECORDS

- 8.1 Council agrees to give any authorised officer of RMS all information, evidence, access to Council's records, documents and facilities for inspection reasonably required in connection with the expenditure of the Grant. Any officer of RMS who is authorised by RMS in writing to seek and obtain such information and other matters shall be deemed to have been authorised for the purposes of this clause.
- 8.2 Council recognises that it may be selected at random during the period of the agreement to be the subject of an audit of expenditure of the Grant.

9. INDEMNITY

- 9.1 Council shall indemnify and save harmless and keep indemnified RMS 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 RMS may itself be liable in respect of any Works upon which it has subcontracted for reward.
- 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 shall be paid or borne by Council and shall not be paid out of the Grant; provided however that this restriction on expenditure of the Grant shall 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 shall, on demand being made by RMS, refund the whole or such part as determined by RMS of the moneys which at the date of such demand have been paid by RMS 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 RMS 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 The parties agree that any dispute or claim whatsoever arising in connection with this Agreement shall be submitted to mediation administered by the Australian Commercial Disputes Centre Limited ("**ACDC**"). The mediator shall be a person agreed between the parties chosen from a list suggested by ACDC and failing agreement shall be a person 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 Roads Act.
- 11.2 The parties agree that 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 may be applied by Council in accordance with the terms of this Agreement as if such amount was part of the Grant.

12. GENERAL

- 12.1 This document shall 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 hereby 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 shall be 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 shall unless the context otherwise requires have a corresponding meaning.
- 12.4 No amendment of or addition to the provisions of this document shall be valid and binding unless it is in writing and signed by both the parties.
- 12.5 The illegality of any provision of this document shall 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 shall 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 shall be put in writing and either delivered personally or sent by prepaid letter or facsimile and shall be 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, at the time the machine at which the facsimile is transmitted displays or records confirmation that transmission has been completed.
- 13.2 Provided that, in the case of a facsimile, where such communication is received on a day other than a business day or after 5:00pm on a business day, it shall be deemed to have been received on the next following business day. Every notice shall be addressed to the relevant party as follows:
- RMS: - «Enter regional contact details»
- Council: - «Enter relevant council details»
- or such other address 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 herein, before appearing.

**Duly signed by the Regional Manager of the _____ Region
as delegate of Roads and Maritime Services:**

Regional Manager signature

Regional Manager 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:

SCHEDULE I

Amount of Grant

Council Name: **«Council»**

The Grant from RMS to the Council for the financial year 2012-2013 shall be for the total sum of:

\$ «Total»

comprising:

Roads component: **\$ «Roads» Traffic**

Facilities component **\$ «Traffic»**

Supplementary component **\$ «Supplementary»**

SCHEDULE 2

List of Regional Roads

Council Name: «Council»

Road Number Road Name/Description

Length (km)

«Enter all Regional Roads under care of Council»

SCHEDULE 3

**Regional Road Expenditure and Output Information for 2012/2013
Return to be submitted to RMS Regional Office by
1 September 2013**

1.	Council Name:	«Council»
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File Nos:

RMS: «FileNo»

Council:

ROADS AND MARITIME SERVICES NSW

BLOCK GRANT EXPENDITURE

CERTIFICATE OF EXPENDITURE

**To be submitted to RMS Regional
Office by 1 September 2013**

Financial Year 2012-2013

Total Grant approved as per Schedule 1	\$
Total payment by RMS	\$
Amount of Grant expended by Council by 30 June 2013	\$
Amount of Grant unexpended at 30 June 2013 and subsequently fully expended by 31 July 2013	\$

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 is being/has been executed in accordance with appropriate prevailing standards and conforms with sound engineering practice and legislation in place if any;
- c. the amount of the Grant that was unexpended at 30 June 2013, if any, has been fully expended by 31 July 2013 in accordance with the terms of this Agreement, and;
- d. any expenditure under c above is included in Councils Schedule 4A report on Expenditure and Output for 2012/2013.

General Manager: _____ Date: _____

Director Technical Services/Equivalent: _____ Date: _____

SCHEDULE 4A

**Regional Road Expenditure and Output Information for
2012/2013 Regional Road Block Grant Allocation
Return to be submitted to RMS Regional Office by
1 September 2013**

1.	Council Name: «Council»
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Councils are to report all expenditure relating to road works and traffic facilities incurred in 2012-2013 on Regional Roads from all sources.

Councils are to provide a breakdown of the total expenditure by four principal funding sources: RMS; Federal Government; Council's own funds; and 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

Item	Expenditure on Regional Roads from all council's funding sources	\$
2.1	RMS (Block, REPAIR, Disaster Restoration, Road Safety, Traffic Management and other RMS 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 by Council on Regional Roads in 2012/2013	

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) <i>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.</i>	\$				
3.2	Routine Pavement maintenance <i>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.</i>	\$				
3.3.1	Pavement resurfacing SEALED Roads <i>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.</i>	\$	Length of resurfacing project (km)		Area of project (m ²)	
3.3.2	Pavement resurfacing UNSEALED Roads <i>Includes expenditure on periodic pavement resurfacing of unsealed roads - gravel re-sheeting.</i>	\$	Length of resurfacing project (km)		Area of project (m ²)	
3.4	Rehabilitation <i>Includes expenditure on pavement and shoulder restoration and replacement (including resurfacing) (pavement rehabilitation may include shoulder widening).</i>	\$	Length of rehabilitation on project (km)		Area of project (m ²)	

Item 4 - Route development of Regional Roads			
4.1	Widening/shoulder sealing	\$	Length of widening project (km)
<i>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.</i>			
4.2	Reconstruction/ Realignment	\$	Length of reconstruction project (km)
<i>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.</i>			
4.3	Initial seals (including reconstruction)	\$	Length of initial seal project(km)
<i>Includes expenditure to prepare (including deviation, widening and/or construction) to seal previously unsealed roads.</i>			
Item 5 – Bridges on Regional Roads			
5.1	Bridge maintenance	\$	Deck area maintained (m²)
<i>Includes expenditure on bridge maintenance, inspections, and painting other than expenditure on new bridge construction.</i>			
5.2	Bridge restoration and replacement, excluding significant approach roadworks	\$	Describe location and work
<i>Includes expenditure, size and location of new bridges completed or under construction excluding cost of significant new approach roads.</i>			
5.3	Significant roadworks to provide approaches to new bridges.	\$	
<i>Includes expenditure on construction cost of significant new or replacement approach roads to new bridges.</i>			
Item 6 - Safety and traffic works on Regional Roads			
6	Safety and traffic works on Regional Roads	\$	Describe any key new works
<i>Includes routine expenditure on maintaining and improving safety and traffic works such as linemarking, signage, traffic facilities, guardrail and cycleways.</i>			
<i>Includes construction of new facilities such as roundabouts, new guardrail, pedestrian refuges, traffic signals, busbays.</i>			
<i>Exclude works on intersections between State and Regional Roads. Include works on intersections between Regional and Local Roads.</i>			
Item 7 - Natural disaster restoration works on Regional Roads			
7	Natural Disaster Restoration Works	\$	
<i>Includes expenditure on any works not captured under the above activities, undertaken to repair damage to roads or traffic facilities from natural disasters.</i>			
Item 8 – Other			
8	Other works on Regional Roads	\$	Describe
<i>Includes any other expenditures on PHYSICAL works not included above. Do NOT include expenditure on street lighting, Road Safety Officers, loan repayments, footpath maintenance, traffic surveys, asset surveys.</i>			
9	Total Expenditure on Regional Roads	\$	Must equal total amount reported at item 2.5 above

SCHEDULE 4B

Regional Roads Inventory Statement as at 30 June 2013
Return to be submitted to RMS Regional Office by
30 September 2013

1.	Council Name: «Council»
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Note 1 - All Data must be provided including changes from the previous year's return

	Road Data as at 30 June 2013					Traffic Data		
	R1	R2	R3	R4	R5	T1	T2	T3
List Each Road by RMS Road No	Total centre line length (km)	Sealed length (km)	Unsealed 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
	km	km	km	square metres	lane-km		%	
Insert data for each Regional Road	Show data for all Regional Roads that are within respective council boundaries							
Total								

Note 2 - Provide basis for determination of traffic data.

Bridges			
Timber Bridges available to traffic as at 30 June 2013			
B.1	Length	Deck width	area
List of timber bridges/culverts over 6 metres length (predominantly timber) showing name of bridge, name of stream, road no, length of bridge, width of deck.		Metres	Bridge deck area - m ²
Insert data for each timber bridge			
Total			

Non Timber Bridges		
B.3	Total number of non timber bridges/culverts over 6 metres length (materials predominantly other than timber)	
B.4	Total deck area of non timber bridges	m ²