







s47C









s47C









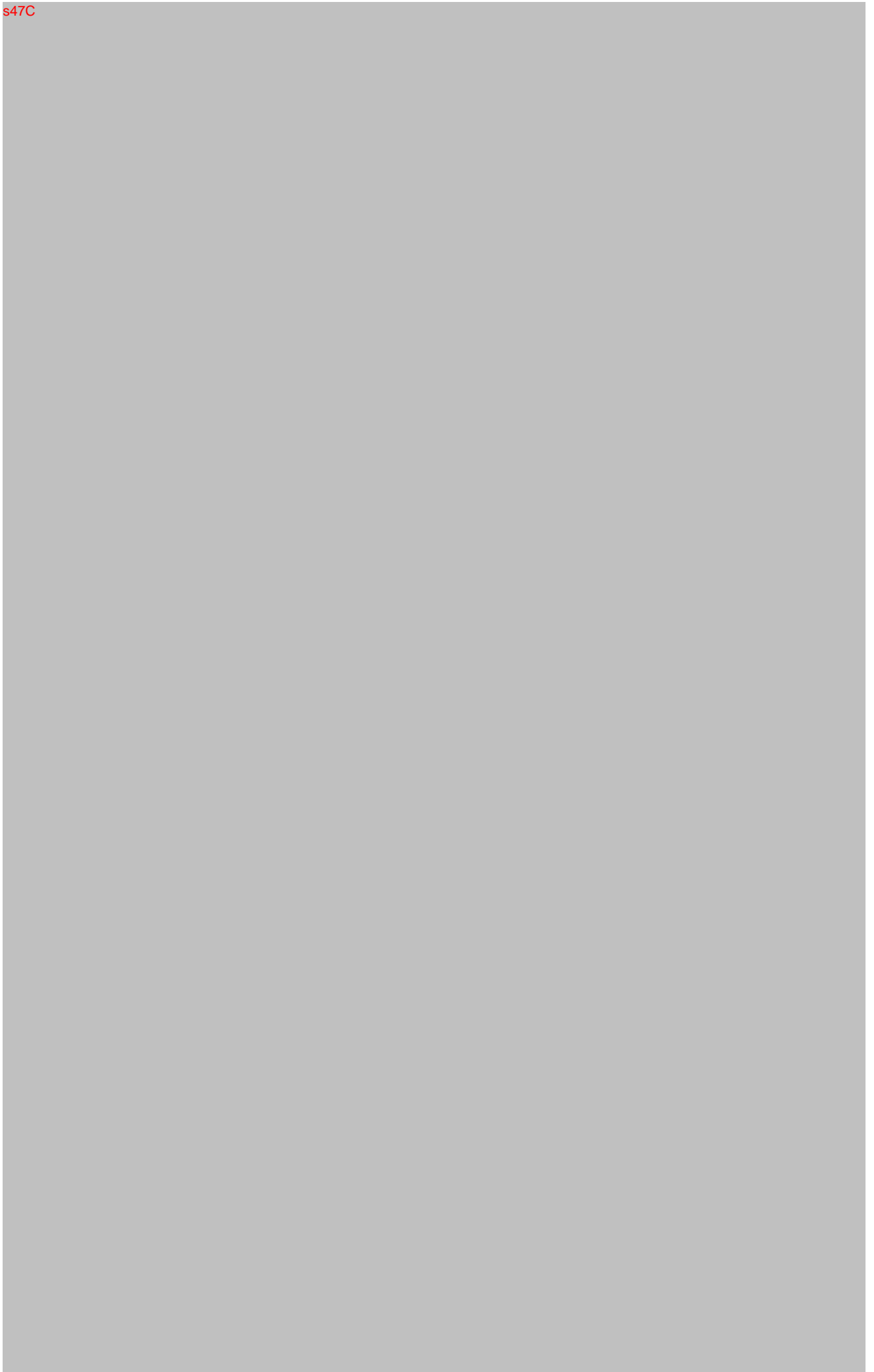












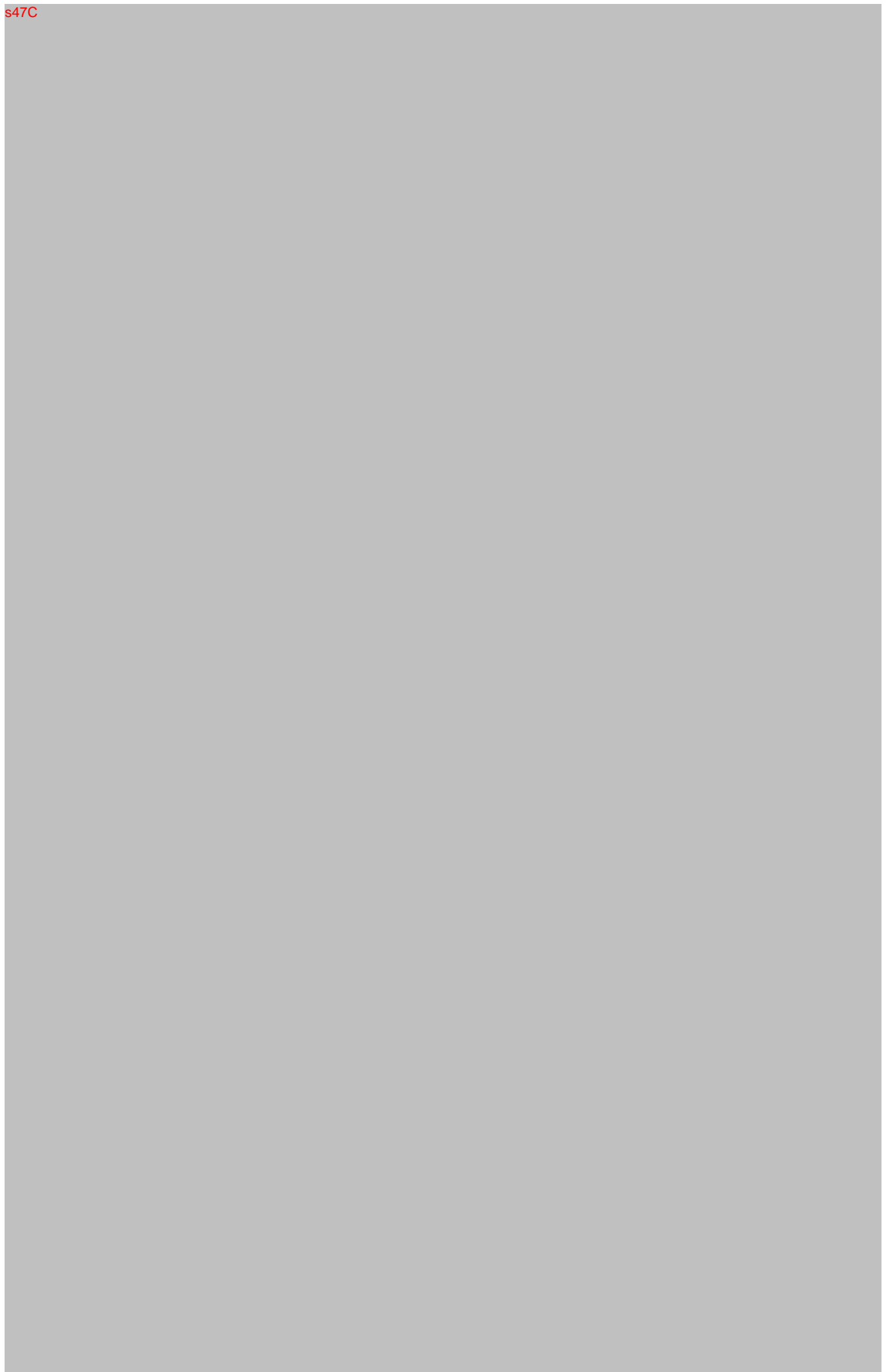




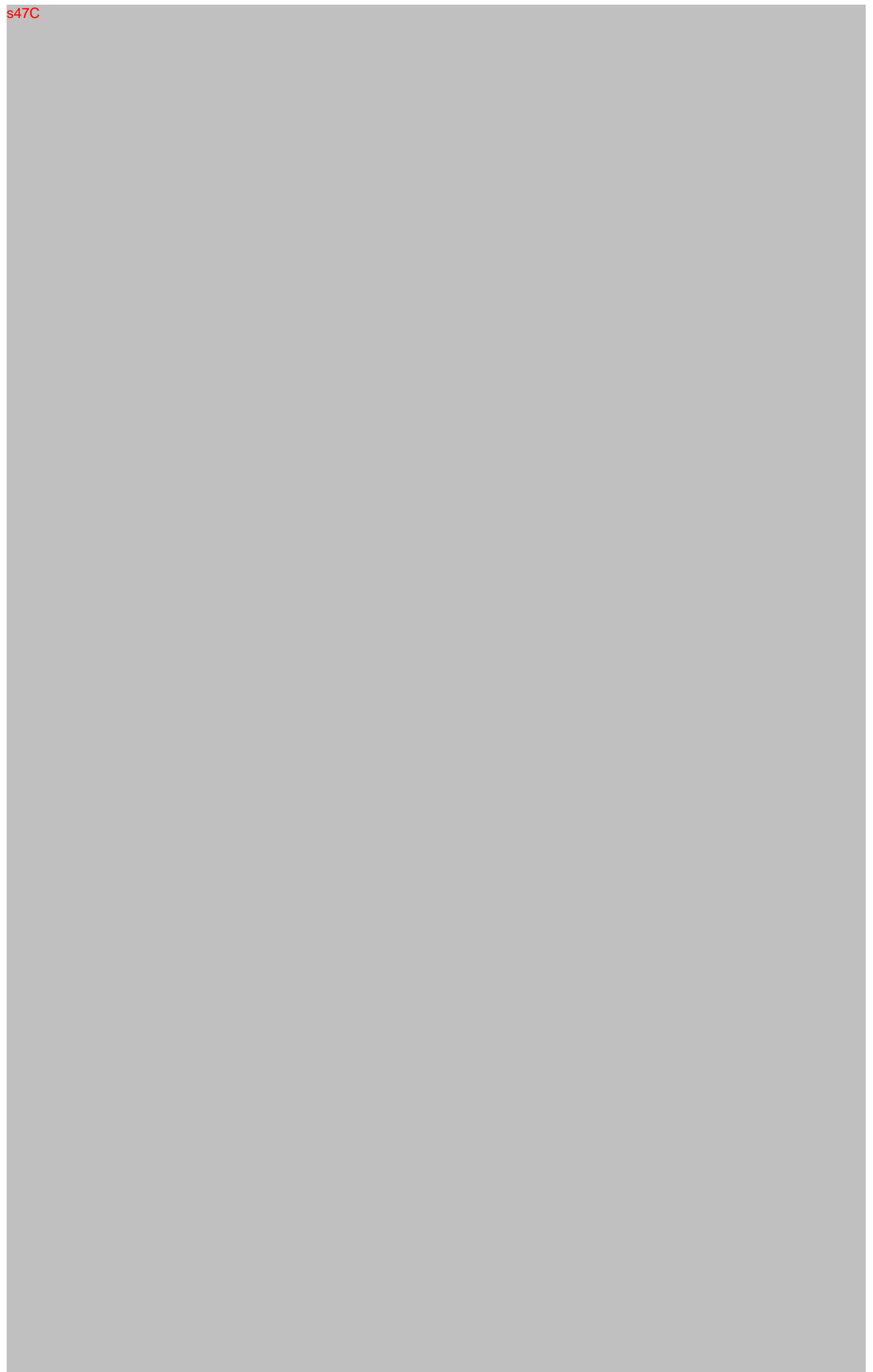
















s34(3)







**Australian Government**

**Department of Infrastructure, Transport,  
Regional Development and Communications**

**To: The Hon Michael McCormack MP** (for decision)

**cc:** The Hon Mark Coulton MP (for noting)

**cc:** The Hon Alan Tudge MP (for noting)

**cc:** Mr Simon Atkinson, Secretary

**cc:** Mr David Hallinan, Deputy Secretary Infrastructure

**Infrastructure Stimulus: Local Roads and Community Infrastructure Program - Program and Signage Guidelines**

**Action required by:** 15 June 2020

**Reason:** To support the timely finalisation of the Local Roads and Community Infrastructure Program Guidelines

**Recommendations:**

1. That you **agree** to the Program Guidelines for the Local Roads and Community Infrastructure Program at **Attachment A**.

**Agreed / Not Agreed**

2. That you **agree** to the Local Roads and Community Infrastructure Program Signage Guidelines at **Attachment B**.

**Agreed / Not Agreed**

**The Hon Michael McCormack MP**

**Date:**

s47C

**Key Points:**

*Program Guidelines*

1. On 19 May 2020, the Prime Minister, Treasurer and Minister for Finance wrote to you and the Hon Mark Coulton MP, Minister Regional Health, Regional Communication, and Local Government, agreeing to the scope of the Local Roads and Community Infrastructure (LRCI) Program.
2. The Department is seeking your agreement to, and approval to release, the LRCI Program Guidelines (Program Guidelines) at **Attachment A**.

3. The Department has drafted the Program Guidelines, which are grant opportunity guidelines, in accordance with the *Public Governance, Performance and Accountability Act 2013* and the *Commonwealth Grant Rules and Guidelines 2017* (CGRGs). The Department has also consulted with Legal Services, the Australian Local Government Association, and the Department of Finance (Finance) in developing the Program Guidelines.
4. Your Office was consulted on an early version of the Program Guidelines. Based on stakeholder feedback from Australian Local Government Association and local councils, the following key amendments have been adopted:
  - The Department has provided added clarity to the concept that project funded under the LRCI Program need to be additional to a Funding Recipient's existing 2020-21 work program. As a result, projects on a Funding Recipient's pre-COVID-19 work program for 2020-21 that can no longer be progressed due to the economic impacts of COVID-19 can be funded under the LRCI Program. In addition, projects that have been brought forward from post 2020-21 Work Plan can also be funded under the LRCI Program.
  - To help Funding Recipients progress the highest priority projects at the local level, including large projects that will delivered over two years (such as building a new community hall), projects that won't be physically complete by 30 June 2021 will be eligible for funding under the LRCI Program as long as:
    - a) the Australian Government's contribution covers the cost of construction activity to 30 June 2021;
    - b) the council funds the cost of construction activity post 30 June 2021;
    - c) the project will be physically complete by 30 June 2022; and
    - d) all other eligibility requirements are met.
  - The scope of eligible grant activity has been expanded to include projects on state/territory, crown and/or Commonwealth owned land/assets (as well as council-owned assets) as long as the Funding Recipient can confirm they have permission of the owner to undertake the project and the land/asset is accessible to the public. This would avoid disadvantaging certain regional and rural councils where community infrastructure is commonly on crown or other public land.
  - For administrative efficiency and in the interests of rapidly injecting needed funds into local communities, the first instalment will be equal to fifty per cent of a Funding Recipient's nominal funding allocation under the LRCI Program subject to the Department's approval of a Work Schedule. The second instalment will consider expenditure to date plus projected expenditure until 31 March 2021. The third and final instalment will comprise a minimum of ten per cent of a Funding Recipients nominal funding allocation.
5. If changes are needed to the Program Guidelines, the Department would need to consult with Finance and the Department of the Prime Minister and Cabinet (PM&C) and seek agreement to the revisions. This would delay the finalisation of administrative arrangements and program implementation timeframes.

s47C

*Risk Analysis*

7. In line with the CGRGs, the Department has undertaken a self-assessment risk analysis of the LRCI Program and associated guidelines, and determined a low risk rating. Finance and PM&C have agreed with this assessment.

*Signage Guidelines*

8. The Department recommends adopting similar signage requirements that currently apply to projects funded under the Infrastructure Investment Program.
9. To highlight that a project has been funded as part of the Australian Government's infrastructure stimulus measure, the Department recommends Funding Recipients be required to display the relevant sign at **Attachment B**.
- a. As per the Roads to Recovery Program, small projects (i.e. those valued at \$10,000 or less) will not be required to display a sign.

**Legal/Legislative impacts:**

10. Legal Services has confirmed that you have the power to make grants under the LRCI Program under section 32B of the *Financial Framework (Supplementary Powers) Act 1997*.

s42

**Stakeholder Implications:**

12. Councils will welcome Australian Government economic stimulus and the flexibility of funding.

**Media Opportunities:**

13. Following the provision of work schedules, the Department will work with your office to identify potential media opportunities, such as potential media releases on the commencement and completion of projects to be funded under the LRCI Program.

Name: Daniel Caruso  
Assistant Secretary  
Investment Policy and Programs Branch  
Ph: 02 6274 6522  
Mob: s47F  
Date: 15 June 2020

Contact Officer: s47F  
A/g Director  
Local Road and Community Infrastructure

s47F

**Attachments:**

- A: Local Roads and Community Infrastructure Program – Program Guidelines
- B: Local Roads and Community Infrastructure Program – Signage Guidelines

s47C



## COVID-19 Local Roads and Community Infrastructure Program Guidelines

<b>Opening date:</b>	1 July 2020
<b>Commonwealth policy entity:</b>	Department of Infrastructure, Transport, Regional Development and Communications
<b>Administering entity</b>	Department of Infrastructure, Transport, Regional Development and Communications
<b>Enquiries:</b>	Any questions should be directed to: Program Manager Local Roads and Community Infrastructure Program IIP@infrastructure.gov.au
<b>Date guidelines released:</b>	[dd June 2020]
<b>Type of grant opportunity:</b>	Demand-driven (Eligibility-based)

# Contents

1. Local Roads and Community Infrastructure Program Process	3
1.1 Introduction	4
2. About the grant program	4
3. Grant amount and grant period	5
4. Eligibility criteria	5
4.1 Who is eligible for a grant?	5
4.2 Who is not eligible for the Grant Program?	5
5. What the grant money can be used for	6
5.1 Eligible grant activity	6
5.2 Projects must be additional to existing work plans	7
5.3 Eligible construction time period	7
5.4 What the grant money cannot be used for	7
6. The grant selection process	8
6.1 Who will approve grants?	8
7. Letter of Offer Process	8
8. Notification of outcomes	9
9. Successful grantees	9
9.1 The grant agreement	9
9.2 How we pay the Grant	10
9.3 Grant Payments and GST	14
10. Announcement of grants	15
11. Reporting requirements	15
11.1 Quarterly Reports	15
11.2 Ad hoc Report	16
11.3 Annual Report	17
11.4 Reconciliation Process	18
11.5 Compliance visits and Record Keeping	18
11.6 Fraud	18
11.7 Specific legislation, policies and industry standards.	18
12. How we monitor your grant activity	18
12.1 Keeping the Department informed	18
12.2 Department Contact Details	19
12.3 Evaluation	19
12.4 Acknowledgement	19
12.5 Media releases	20
12.6 Signage	20
12.7 Project Events	20
13. Probity	20
13.1 Enquiries and feedback	21
13.2 Conflicts of interest	21
13.3 How we manage conflicts of interest	22
13.4 Privacy	22
13.5 Confidential Information	22
13.6 Freedom of information	23
14. Consultation	24
15. Glossary	24



## 1. Local Roads and Community Infrastructure Program Process

### **The Local Roads and Community Infrastructure Program is designed to achieve Australian Government objectives**

This grant opportunity is part of the above grant program, which contributes to the Department of Infrastructure, Transport, Regional Development and Communications (The Department) Outcome 3. The Department works with stakeholders to plan and design the grant program according to the *Commonwealth Grants Rules and Guidelines 2017*



### **The grant opportunity opens**

We will provide Eligible Funding Recipients with the Grant Guidelines and publish them on [GrantConnect](#).



### **Grant decisions are made**

The Eligible Funding Recipients for this Program have been pre-identified. The Deputy Prime Minister allocates the grants based on a formula.



### **We notify Eligible Funding Recipients of the outcome**

The Deputy Prime Minister sends a letter of offer and Grant Agreement to Eligible Funding Recipients



### **The Department enters into a grant agreement**

The Department will execute a Grant Agreement with Eligible Funding Recipients.



### **Nomination of projects to be undertaken**

Eligible Funding Recipients will submit a Work Schedule nominating projects to be funded through the LRCI Program



### **The Department assesses nominated projects to ensure eligibility requirements are met**

The Department will notify Eligible Funding Recipients if nominated projects are eligible/not eligible for funding. If projects are ineligible, Eligible Funding Recipients can nominate alternative projects for assessment.



### **Delivery of grant**

Eligible Funding Recipients undertake Eligible Projects set out in Approved Work Schedule. The Department manages the grant by working with Eligible Funding Recipients, monitoring progress and making payments.



### **Evaluation of the Local Roads and Community Infrastructure Program**

The Department will evaluate the Local Roads and Community Program as a whole. The Department will base this on information Eligible Funding Recipients provide, as well as from other sources.

## 1.1 Introduction

These guidelines contain information for the Local Roads and Community Infrastructure (LRCI) Program.

The LRCI Program was announced on 22 May 2020. The program will support local councils to deliver priority local road and community infrastructure projects across Australia, supporting jobs and the resilience of local economies. This funding will stimulate growth and create jobs in local communities following the impacts of the COVID-19 pandemic.

This document sets out:

- the purpose of the grant opportunity
- the eligibility criteria
- how Eligible Funding Recipients will be monitored and evaluated
- responsibilities and expectations in relation to the opportunity.

The LRCI Program is administered by the Department of Infrastructure, Transport, Regional Development and Communications (the Department).

## 2. About the grant program

The LRCI Program will run from 1 July 2020 to 31 December 2021, with projects required to be physically completed by 30 June 2021. The Program was announced as part of the Australian Government's wider economic response to the COVID-19 pandemic.

The purpose of the LRCI Program is to rapidly inject additional infrastructure funding into local economies to support local communities and businesses following COVID-19. The scope of the LRCI Program supports a broad range of Eligible Projects so communities can fund the infrastructure that they need, support businesses and create employment opportunities across their communities.

The LRCI Program is a Demand Driven (eligibility based) grant program.

The LRCI Program will be delivered under Outcome 3 of the Department's Portfolio Budget Statement:

- Strengthening the sustainability, capacity and diversity of our cities and regional economies, including through facilitating local partnerships between all levels of government and local communities; through reforms that stimulate growth; and providing grants and financial assistance.

The objective of the LRCI Program is to stimulate additional infrastructure construction activity in local communities across Australia to assist communities to manage the economic impacts of COVID-19.

The intended outcomes of the LRCI Program are to:

- provide stimulus to protect and create local short-term employment opportunities through funded projects following the impacts of the COVID-19; and
- deliver benefits to communities, such as improved road safety, accessibility and visual amenity.

The Department will administer the LRCI Program according to the [Commonwealth Grants Rules and Guidelines 2017 \(CGRGs\)](#).

### 3. Grant amount and grant period

The Australian Government has announced a total of \$500 million for the LRCI Program. Funding is available from July 2020.

Eligible Funding Recipients will receive a grant amount called a 'Nominal Funding Allocation'.

The formula used to calculate a Nominal Funding Allocation has been modelled on funding allocations under the Roads to Recovery Program (R2R) and the local road component of the Financial Assistance Grants Program. The formula used to determine a state/territory's share of funding under the LRCI Program follows the same state/territory allocation process as these programs. Within a state/territory's share of funding, the calculation of each Eligible Funding Recipient's Nominal Funding Allocation has been derived based on recommendations from the relevant Local Government Grants Commission, and takes into consideration factors such as population estimates, and road length in each local governing body area. This is similar to how individual shares of R2R funding and local road component of the Financial Assistance Grant Program is calculated.

The formula has been consistently applied to determine the Nominal Funding Allocation of each Eligible Funding Recipient under the LRCI Program.

Co-contributions are not required under the LRCI Program, but Eligible Funding Recipients may expend their own funds on Eligible Projects.

### 4. Eligibility criteria

Only Eligible Funding Recipients will receive a letter of offer for the LRCI Program.

#### 4.1 Who is eligible for a grant?

The Eligible Funding Recipients for this grant program have been identified. They are:

- all local councils in Australia;
- the ACT Government in lieu of a system of local government;
- relevant state government, the shires of Christmas Island, Cocos (Keeling) Islands and Norfolk Island and the Lord Howe Island Board that provide local council services to 'unincorporated areas' in Australia;
- the NT Government for areas that were unincorporated until 2008 but are yet to transferred to the new councils; and
- the Victorian Department of Environment and Primary Industries for the French Island.

The Eligible Funding Recipients have been selected for this grant opportunity as the intention is to fund local communities directly. By providing funding to the level of Government closest to communities, the Australian Government can ensure that the economic boost is felt throughout every community across Australia. Further, by allowing councils to select projects to be undertaken (within a specified framework), local governments will be able to deliver projects in line with priorities at the local level.

#### 4.2 Who is not eligible for the Grant Program?

Organisations are not eligible for the LRCI Program unless they have been identified by the Australian Government as an Eligible Funding Recipient (see: Section 4.1).

General applications by other organisations will not be accepted.

## 5. What the grant money can be used for

Grant money can only be used on Eligible Projects, which are those that meet the requirements set out in section 5.1, 5.2 and 5.3 and deliver benefits to the community.

### 5.1 Eligible grant activity

Eligible local road projects are projects that involve the construction or maintenance of roads managed by local governments. Local governments are encouraged to consider how works can support improved road safety outcomes. This could include projects involving any of the following associated with a road:

- traffic signs;
- traffic control equipment;
- street lighting equipment;
- a bridge or tunnel;
- a facility off the road used by heavy vehicles in connection with travel on the road (for example, a rest area or weigh station);
- facilities off the road that support the visitor economy; and
- road and sidewalk maintenance, where additional to normal capital works schedules.

Eligible community infrastructure projects are projects that involve the construction, maintenance and/or improvements to council-owned assets (including natural assets) that are generally accessible to the public.

Projects that involve the construction, maintenance and/or improvements to state/territory and crown owned land/assets and Commonwealth owned land/assets, can also be eligible projects where the Council can confirm that they have the authority of the land or asset owner to undertake the project at the nominated site(s) and the sites are accessible to the public (including natural assets).

These projects must deliver benefits to the community, such as improved accessibility, visual amenity, and/or safety. Examples of eligible works include:

- Closed Circuit TV (CCTV);
- bicycle and walking paths;
- painting or improvements to community facilities;
- repairing and replacing fencing;
- improved accessibility of community facilities and areas;
- landscaping improvements, such as tree planting and beautification of roundabouts;
- picnic shelters or barbeque facilities at community parks;
- playgrounds and skate parks (including all ability playgrounds);
- noise and vibration mitigation measures; and
- off-road car parks (such as those at sporting grounds or parks).

## 5.2 Projects must be additional to existing work plans

To be considered an Eligible Project, projects need to be additional to an Eligible Funding Recipient's existing work plan for 2020-21.

Projects that have been brought forward from post 2020-21 work plans will be considered additional.

Projects will not be considered additional if Eligible Funding Recipients substitute LRCI Program funds for their own funding or other sources of funding. The purpose of the LRCI Program funding is to enable Eligible Funding Recipients to undertake infrastructure projects additional to what they had planned to undertake using their own funds, to stimulate local economies and employment opportunities.

## 5.3 Eligible construction time period

Construction activity on Eligible Projects must be undertaken between 1 July 2020 and 30 June 2021, subject to the following exceptions:

- Where an Eligible Funding Recipient contributes at least fifty per cent towards the total cost of an Eligible Project, construction activity may be undertaken until 30 June 2022 as long as Australian Government's contribution covers the cost of construction activity to 30 June 2021, and all other Eligible Project requirements are met;
- Where agreed by the Department due to exceptional circumstances.

If construction activity cannot be completed during between 1 July 2020 and 30 June 2021, an Eligible Funding Recipient may not receive their full Nominal Funding Allocation.

## 5.4 What the grant money cannot be used for

Eligible Funding Recipients cannot use grant money to pay for business as usual activities and costs, or any other activities and costs not associated with Eligible Projects. These are Ineligible Projects and Ineligible Expenditures.

The following are examples of Ineligible Projects and Ineligible Expenditures:

- costs incurred in the preparation of a grant application or related documentation;
- general administrative overheads and staff salaries not connected with Eligible Projects funded under the Program;
- subsidy of general ongoing administration of an organisation such as electricity, phone and rent;
- projects that receive Australian, state or territory government funding for the same purpose, unless otherwise agreed by the Department;
- commencement ceremony, opening ceremony or any other event associated with funded projects;
- transport planning studies;
- road rehabilitation studies (if not part of an Eligible Project);
- community/public art;
- road building plant or other capital equipment especially moveable equipment (e.g. graders);

- training (if not part of an Eligible Project);
- public liability insurance;
- fringe benefits tax;
- GST payable component of a supply;
- finance leases on equipment;
- depreciation, except for depreciation of plant and equipment directly attributable to a grant funded eligible project;
- stand-alone design and preliminary works;
- operating lease charges where the rental expense cannot be directly linked to the grant project (e.g. a grader may be hired for a period for a variety of tasks, only charges that specifically relate to the funded eligible project can be charged against the grant funds);
- overseas travel; and
- the covering of retrospective costs.

## 6. The grant selection process

### 6.1 Who will approve grants?

The Deputy Prime Minister or a Portfolio Minister will decide the award of grants to Eligible Funding Recipients.

A grant to an Eligible Funding Recipient will be made on the basis that the organisation meets the Eligibility Criteria.

The amount of grant money awarded to an Eligible Funding Recipient will be determined in accordance with the formula set out at Section 3.

The Deputy Prime Minister's/Portfolio Minister's decision is final in all matters, including:

- the approval of the grant; and
- the grant amount to be awarded.

There is no appeal mechanism for the decision to approve or not approve a grant.

## 7. Letter of offer process

Eligible Funding Recipients will receive a letter of offer to participate in the LRCI Program. This will occur in June 2020 by mail/electronic form. This letter will:

- a) specify the Nominal Funding Allocation; and
- b) include a Grant Agreement that sets out the terms and conditions of the LRCI Program.

Before accepting the offer, Eligible Funding Recipients must read and understand these Guidelines and the Grant Agreement. The Guidelines can be found at the Department's website and on [GrantConnect](#). Any alterations and addenda<sup>1</sup> will be published on

---

<sup>1</sup> Alterations and addenda include but are not limited to: corrections to currently published documents, changes to close times for applications, Questions and Answers (Q&A) documents and Frequently Asked Questions (FAQ) documents

GrantConnect and the Department's website. By registering on GrantConnect, organisations will be automatically notified of any changes to the Guidelines.

## 8. Notification of outcomes

An Eligible Funding Recipient's letter of offer constitutes notification of award of a grant. If you are successful, the Department will advise the Eligible Funding Recipients of any specific conditions attached to the grant.

## 9. Successful grantees

### 9.1 The grant agreement

An Eligible Funding Recipient must enter into a legally binding grant agreement with the Commonwealth. The Grant Agreement used for the LRCI Program will be supplied to Eligible Funding Recipients. The Grant Agreement has standard terms and conditions that cannot be changed.

The Grant Agreement may also contain conditions specific to an Eligible Funding Recipient in a Schedule.

An Eligible Funding Recipient should not make financial commitments until a grant agreement has been executed with the Commonwealth. The Department is not responsible for any of an Eligible Funding Recipient's expenditure until a Grant Agreement is executed and the Work Schedule is approved.

A Grant Agreement must be executed with the Commonwealth before any payments can be made.

To accept the offer, the Eligible Funding Recipient must sign the Grant Agreement:

- provide all the information requested; and
- return the Grant Agreement to the Program Manager by the date stipulated in the letter of offer.

By signing and returning the Grant Agreement, Eligible Funding Recipients agree to abide by the terms and conditions contained therein. Eligible Funding Recipients should keep a copy of the Grant Agreement and any supporting documents.

The Department will acknowledge an Eligible Funding Recipient's acceptance of the letter of offer and confirm that all required information has been submitted within five business days of receipt.

The Commonwealth may recover grant funds from an Eligible Funding Recipient if the Grant Agreement has been breached. Where an Eligible Funding Recipient fails to meet the obligations of the Grant Agreement, the Grant Agreement may be terminated.



## 9.2 How we pay the Grant

**Table 1 Grant Payment Overview**

Payment milestone	Grant payment date	Amount
First Instalment:  Work Schedule approval payment	Within four weeks of the Work Schedule being approved.	The first payment will be equal to 50 per cent of an Eligible Funding Recipient's Nominal Funding Allocation.
Second Instalment:  Top up - mid program progress payment	Within four weeks of the Secretary of the Department or their Delegate's decision on the following: 1) an updated Work Schedule; and 2) the second Quarterly Report submitted between 1–31 January 2021.	The Second Instalment will be equal to the Eligible Funding Recipient's: <ul style="list-style-type: none"> <li>actual expenditure up until 31 December 2020; and</li> <li>projected expenditure to 31 March 2021 on Eligible Projects in an Approved Work Schedule,</li> </ul> <b>less:</b> <ul style="list-style-type: none"> <li>the first instalment; and</li> <li>10 per cent of the Nominal Funding Allocation.</li> </ul>
Second Instalment:  Early Access	If all grant money has been expended in advance of 1 January 2021. Within four weeks of the Secretary of the Department's or their Delegate's decision on the following: 1) an updated Work Schedule; and 2) an Ad hoc report.	The Second Instalment will be equal to the Eligible Funding Recipient's: <ul style="list-style-type: none"> <li>actual expenditure up until 31 December 2020; and</li> <li>projected expenditure to 31 March 2021 on Eligible Projects in an Approved Work Schedule</li> </ul> <b>less:</b> <ul style="list-style-type: none"> <li>the first instalment; and</li> <li>10 per cent of the Nominal Funding Allocation.</li> </ul>
Third Instalment:  Final payment	Within four weeks of the Secretary of the Department or their Delegate's decision being made to release the final instalment upon receipt of the Annual Report.	The Third Instalment will equal the smaller of: <ul style="list-style-type: none"> <li>the residual amount of an Eligible Funding Recipient's Nominal Funding Allocation; or</li> <li>total eligible expenditure under the program</li> </ul> <b>less</b> instalments paid to date.



## Submission of Work Schedule

Eligible Funding Recipients will nominate projects they intend to spend LRCI grant money on in their Work Schedule.

Eligible Funding Recipients are required to submit a Work Schedule in the manner and form stipulated by the Department.

The Work Schedule must:

- detail all the projects a Eligible Funding Recipient proposes to spend LRCI grant money on;
- provide clear project descriptions;
- detail any conflicts of interest and management actions;
- specify the amount of grant funding required (projected expenditure);
- meet mapping requirements stipulated by the Department; and
- expected number of jobs supported by the project.

If some of the jobs supported by a project are new jobs/redistribution of personnel in the Eligible Funding Recipient's workforces, labour costs for work undertaken must be derived from timesheets or via an equally acceptable method. Management time included in the expected number of jobs supported by a project must not include Ineligible Projects and Expenditures and a clear and definable model needs to be in place to apportion these costs.

Eligible Funding Recipients will be provided with a Work Schedule template and further information on how to fill out a Work Schedule. The process for submitting a Work Schedule will be provided to Eligible Funding Recipients and made available on the Department's website.

Eligible Funding Recipients can submit their Work Schedule when they return their signed Grant Agreement or any time afterwards. However, failure to promptly return a Work Schedule will result in release of grant funds being delayed.

## Approval of Work Schedule

The Department will assess whether projects included in an Eligible Funding Recipient's Work Schedule meet the Eligible Project Requirements set out in these Guidelines and that all requested information has been provided.

If the Work Schedule or detailed projects do not meet requirements, the Department will contact the Eligible Funding Recipient to request further information.

The Department will make a recommendation to the Secretary of the Department or their Delegate to approve/not approve the Work Schedule and the release of the First Instalment (of three instalments) of grant funds on the basis of their assessment of the information provided by an Eligible Funding Recipient.

The Secretary of the Department or their Delegate will decide whether to approve the Work Schedule and the release of the First Instalment.

Only approved Eligible Projects will be included in the Approved Work Schedule.

Eligible Funding Recipients will be advised in writing if their Work Schedule and release of the First Instalment has been approved.

Eligible Funding Recipients must keep their Work Schedule up to date. At a minimum, Eligible Funding Recipients must submit an updated Work Schedule to the Department for approval immediately prior to submitting the second Quarterly Report or immediately before submission of an Ad hoc report (refer to Section 11 for information on reporting requirements). This is because the amount of grant money to be released is calculated with reference to projected expenditure on Eligible Projects.

### First Instalment

The First Instalment will be paid to an Eligible Funding Recipient within four weeks of the Work Schedule and release of the First Instalment being approved by the Secretary of the Department or their delegate.

The value of the First Instalment will be 50 per cent of an Eligible Funding Recipient's Nominal Funding Allocation.

### Second Instalment

The Secretary of the Department or their Delegate will decide whether to approve release of the Second Instalment on the basis of:

- The Department's assessment of, and the information contained in, an updated Work Schedule;
- the information provided in relevant Quarterly Report/s;
- If seeking Early Access to the second instalment, the information contained in an Ad hoc report detailing a Eligible Funding Recipient's actual expenditure to date and projected expenditure to 31 March 2021 in the manner and form required by the Department;
- whether or not a Eligible Funding Recipient is in breach, or suspected of being in breach, of the Grant Agreement; and
- consideration of other relevant information.

Further information may be requested by the Department at this stage and considered by the Secretary or their Delegate.

If the Secretary of the Department or their Delegate approves the updated Work Schedule and release of the Second Instalment, payment will be made within four weeks of the Secretary of the Department or their Delegate making this decision. Eligible Funding Recipients will be advised in writing of the decision to release the Second Instalment.

The Second Instalment is scheduled to be paid between 1 January and 31 January, the payment value for the Second Instalment will equal:

- actual expenditure up until 31 December 2020; plus
- projected expenditure to 31 March 2021, less the amount paid as the first instalment

#### **less:**

- the first instalment; and

- 10 per cent of the Nominal Funding Allocation.

## Early Access

If the Eligible Funding Recipient has expended all of its First Instalment in advance of 1 January 2021, an Eligible Funding Recipient can seek to access the Second Instalment early. The process followed in relation to the Second Instalment will be followed for Early Access with necessary changes to timeframes. The payment value will be equal:

actual expenditure up until the Ad hoc Report date; plus projected expenditure to 31 March 2021

### **less:**

- the first instalment; and
- 10 per cent of the Nominal Funding Allocation.

## Third Instalment

The Secretary or their Delegate will decide whether to approve release of the Third and Final Instalment on the basis of:

- an assessment of compliance with the Grant Agreement, including any investigations or audit reports;
- the information provided in the Annual Report;
- information in the Work Schedule and relevant Quarterly Reports; and
- any other relevant information.

The Third Instalment will be the lesser of the residual amount of an Eligible Funding Recipient's Nominal Funding Allocation and the total actual expenditure and projected expenditure under the program less instalments paid to date. Projected expenditure should be limited to expenses expected to be incurred post 30 June 2021, which are not construction costs. These contracts are things such as noise monitoring contracts and final landscaping contracts, and exclude construction costs unless otherwise agreed by the Department.

Further information may be requested by the Department at this stage and considered by the Secretary or their Delegate.

The Third Instalment will be paid within four weeks of the Secretary of the Department or their Delegate's decision to release the grant payment.

## 9.3 Grant Payments and GST

In accordance with the Terms of the Australian Taxation Office ruling GSTR 2012/2, payments made under the LRCI Program, which are payments made by a government related entity to another government related entity, and for which the amount of the grant does not exceed the cost of providing the goods or services, do not attract GST.

Consequently, the actual and projected expenditure Eligible Funding Recipients report to the Department must exclude the GST component on goods and services, and the payments the Department makes to Eligible Funding Recipients to cover the costs of the program will not include GST.

Grants are assessable income for taxation purposes, unless exempted by a taxation law. We recommend you seek independent professional advice on your taxation obligations or seek

assistance from the Australian Taxation Office. We do not provide advice on your particular taxation circumstances.

## 10. Announcement of grants

The Department will publish details of the grants awarded on GrantConnect. The Department may also publish information details of grants, including individual projects funded on its website or other government websites. This information may include:

- title of the project;
- description of the project and its aims;
- amount of funding received and funding allocation; and
- project outcomes.

## 11. Reporting requirements

Eligible Funding Recipients must submit reports in line with the Grant Agreement and these Guidelines. The Department will remind Eligible Funding Recipients of their reporting obligations before reports are due.

Eligible Funding Recipients must also update their Work Schedules as required.

The Department will monitor progress by assessing submitted reports and may conduct site visits to confirm details in Quarterly Reports and Work Schedules if necessary. Occasionally, the Department may need to re-examine claims, seek further information, or request an independent audit of claims and payments on a risk based or sampling basis.

### 11.1 Quarterly Reports

Eligible Funding Recipients must submit Quarterly Reports throughout the Grant Period.

Quarterly Reports must be submitted per the timeframes in **Table 2 –Quarterly Reports** and in accordance with the Grant Agreement.

Quarterly Reports are used to provide the Department with information on the progress of Eligible Projects and are a requirement for the receipt of funds for payment of the Second and Third Instalments of grant payments. Quarterly Reports must be submitted in the manner and form specified by the Department.

Eligible Funding Recipients must provide the following information in a Quarterly Report:

- the amount of grant funding spent (actual expenditure) for the period commencing on 1 July 2020 and ending on the last day of the quarter to which the Quarterly Report relates;
- the amount of grant funding (proposed expenditure) which the Eligible Funding Recipient intends to spend on Eligible Projects in the quarter following the report;
- details of progress towards completion of Eligible Projects; including any evidence required per the Grant Agreement; and
- estimated and/or confirmed jobs supporting by the grant funding.

The figures in the Quarterly Reports should be prepared on an accrual basis. Quarterly Reports must be submitted within the period specified in the Grant Agreement.

If an Eligible Funding Recipient expends all grant funds, the Eligible Funding Recipient will not be required to continue to provide Quarterly Reports after the quarter in which the funds have been expended, or for any following quarters. This waiver of reporting requirements is an application of the proportionality principle.

**Table 2 –Quarterly Reports**

<b>Lodgement period for Quarterly Reports</b>	<b>Quarter: Actual expenditure period</b>	<b>Quarterly Report</b>
1–31 October 2020	1 July - 30 September 2020	Mid payment update of Work schedule. Actual expenditure and eligible project updates for the period commencing on 1 July 2020 and ending on the last day of the quarter to which the Quarterly Report relates. Projected Expenditure for the next quarter.
1–31 January 2021	1 October - 31 December 2020	Actual expenditure and eligible project updates for the period commencing on 1 July 2020 and ending on the last day of the quarter to which the Quarterly Report relates. Projected Expenditure for the next quarter.
1–30 April 2021	1 January - 31 March 2021	Actual expenditure and eligible project updates for the period commencing on 1 July 2020 and ending on the last day of the quarter to which the Quarterly Report relates. Projected Expenditure for the next quarter.
Annual Report by 14 August 2021.	1 July 2020 - 30 June 2021	Annual Report Actual expenditure and eligible project updates from 1 July 2020/Commencement of program to 30 June 2021
1–31 October 2021	1 July 2021 - 30 September 2021 (if required)	Actual expenditure for the period commencing on 1 July 2020 and ending on the last day of the quarter to which the Quarterly Report relates. Projected Expenditure for the next quarter.
1–31 January 2022	1 October 2021 – 31 December 2021 (if required)	Actual expenditure for the period commencing on 1 July 2020 and ending on the last day of the quarter to which the Quarterly Report relates. Projected Expenditure for the next quarter.

The Department must be informed of any Reporting delays or significant delays affecting Eligible Projects on an Approved Work Schedule as soon as Eligible Funding Recipients become aware of them.

## 11.2 Ad hoc Report

If Eligible Funding Recipients have spent all of their First Instalment in advance of 1 January 2021, they can submit an Ad hoc report to access their second instalment early. The submission of an Ad hoc report does not negate the requirement to submit Quarterly Reports or an Annual Report.

An Ad hoc report must be in the manner and form required by the Department and contain the following information:

- the amount of grant funding spent from 1 July 2020 until the date specified in the Ad Hoc Report;
- the amount of grant funding which the Eligible Funding Recipient intends to spend on Eligible Projects on an Approved Work Schedule following the report until 31 March 2021;
- details of progress towards completion of funded Projects; including any evidence required per the Grant Agreement; and
- estimated and/or confirmed jobs supported by the grant funding.

### 11.3 Annual Report

Eligible Funding Recipients must provide the Department with an Annual Report no later than 14 August 2021, unless otherwise agreed by the Department. The Annual Report will need to be in the manner and form specified by the Department. The Annual Report will need to include the following information:

1. Total amount of grant funding made available and subsequently received over the Funding Period;
2. Total amount of grant funding spent on Eligible Projects;
3. Total amount (if any) of grant money unspent and either returned or will be returned to the Department:
  - a) a written Financial Statement by the Chief Executive Officer or equivalent officer however named. The Financial Statement must be in the form specified by the Department and include:
    - i. the amount of grant payments which remained unspent from the financial year;
    - ii. the amount of grant payments received by the Eligible Funding Recipient in the financial year;
    - iii. the amount of grant payments available for expenditure by the Eligible Funding Recipient on Eligible Projects on an Approved Work Schedule in that year;
    - iv. the amount spent by the Eligible Funding Recipient during that year out of the grant payments available for expenditure by the Eligible Funding Recipient during that year;
    - v. the amount (if any) retained at the end of that year by the Eligible Funding Recipient out of grant payments available for expenditure by the Eligible Funding Recipient during that year and which remained unspent at the end of that year.

Note: The figures in the Chief Executive Officer's financial statement should be calculated on an accrual basis.
  - b) a report in writing and signed by an appropriate auditor stating whether, in the auditor's opinion:
    - i. the Chief Executive Officer's financial statement is based on proper accounts and records;
    - ii. the Chief Executive Officer's financial statement is in agreement with the accounts and records;
    - iii. the expenditure referred to in subparagraph (d)(iv) has been on Eligible Projects under the LRCI Program;

- iv. the amount certified by the Chief Executive Officer in the Chief Executive Officer's financial statement as the Eligible Funding Recipient's own source expenditure is based on, and in agreement with, proper accounts and records.
- c) The Department may ask Eligible Funding Recipients to make a declaration that the grant funding was spent in accordance with the Grant Agreement and to report on any underspends of the grant money.

#### 11.4 Reconciliation Process

If any amount of grant funding provided to the Eligible Funding Recipient is not spent on Eligible Projects on an Approved Work Schedule within the grant period between 1 July 2020 – 30 December 2021, they will be required to repay that amount to the Department within four weeks of 30 December 2021.

#### 11.5 Compliance visits and Record Keeping

Eligible Funding Recipients must create and keep accurate and comprehensive records relating to grant payments received and retain those records for a minimum of five years.

Eligible Funding Recipients must, when requested to do so by the Department, provide, in the manner and form requested by the Department:

- copies of any or all of the records referred to in this subsection; and
- photographs of projects completed using program payments.

The Department may visit the Eligible Funding Recipient during or at the completion of the grant program to review compliance with the Grant Agreement. Eligible Funding Recipients will be provided with reasonable notice of any compliance visit.

The Department may also inspect the records Eligible Funding Recipients are required to keep under the Grant Agreement.

#### 11.6 Fraud

Eligible Funding Recipients must comply with fraud provisions in the Grant Agreement.

#### 11.7 Specific legislation, policies and industry standards.

Eligible Funding Recipients must comply with all relevant laws and regulations in undertaking Eligible Projects on an Approved Work Schedule. The Eligible Funding Recipient may also be requested to demonstrate compliance with relevant legislation/policies/industry standards detailed in the Grant Agreement, including Environment and Planning Laws detailed below.

##### **Environment and Planning laws**

Projects on which grant payments are spent must adhere to Australian Government environment and heritage legislation including the *Environment Protection and Biodiversity Conservation Act 1999*. Construction cannot start unless the relevant obligations are met.

Eligible Funding Recipients must also meet other statutory requirements where relevant. These may include, but are not limited to: Native title legislation; State government legislation - for example, environment and heritage; and Local government planning approvals.

## 12. How we monitor your grant activity

### 12.1 Keeping the Department informed



Eligible Funding Recipients must notify the Department of significant changes that are likely to affect an Eligible Project or their participation in the LRCI Program.

This includes any key changes to the Eligible Funding Recipient's organisation, particularly if it affects their ability to complete an Eligible Project, carry on their business and pay debts due.

Eligible Funding Recipients must also inform the Department of any changes to their:

- name;
- addresses;
- nominated contact details; or
- bank account details.

An Eligible Funding Recipient's bank account details for the LRCI program must match those for the Roads to Recovery Program. Any changes to an Eligible Funding Recipient's name, addresses, nominated contact details and bank account details must follow the process stipulated by the Department.

If a Eligible Funding Recipient becomes aware of a breach of terms and conditions of the Grant Agreement, or they cannot meet their obligations, they must contact the Department immediately. For example, if a funded Eligible Project is at risk of not being physically completed by 30 June 2021.

## 12.2 Department Contact Details

Email the mailbox at: [IIP@infrastructure.gov.au](mailto:IIP@infrastructure.gov.au)

Mail to: Program Manager

Local Roads and Community Infrastructure Grant Program

Infrastructure Investment Division

Department of Infrastructure, Transport, Regional Development and Communications

GPO Box 594

CANBERRA ACT 2601

## 12.3 Evaluation

The Department will evaluate the LRCI Program to measure how well the outcomes and objectives have been achieved. Information provided by Eligible Funding Recipients, including through Work Schedules, submitted Quarterly and Ad hoc reports, and interviews may be used for evaluation purposes.

The Department may contact Eligible Funding Recipients up to two years after completion of funded projects to assist with this evaluation.

## 12.4 Acknowledgement

Formal public statements, media releases or statements, displays, publications and advertising made by Eligible Funding Recipients must acknowledge and give appropriate recognition to the contribution of the Australian Government to that project.

## 12.5 Media releases

If Eligible Funding Recipients propose to issue any media release relating to an Eligible Project under the LRCI Program, they must seek the Department's agreement to the media release. The Department must be provided with at least two business days to review the media release, unless otherwise agreed by the Department.

If an Eligible Funding Recipient proposes to issue any media release or conduct any media event relating to an Eligible Project under the grant program, they must provide the relevant local Federal Member of Parliament with the opportunity to participate in the media release and/or media event.

On receipt of the second and third instalment, an Eligible Funding Recipient must provide via email a summary of projects commencing, in progress, and completing in a Federal Electorate, and the funds claimed against those projects, to the relevant local Federal Member of Parliament. Eligible Funding Recipients must copy the Department into this email and must send the email within seven calendar days of the payment being made to them.

## 12.6 Signage

For Eligible Projects on an Approved Work Schedule over \$10,000, Eligible Funding Recipients must ensure that signs are erected for each funded Eligible Project, at the time work on the Eligible Project commences.

Signage guidelines will be available on the Department's website.

Eligible Funding Recipients must ensure that all signs erected as required by these Guidelines remain in place for the duration of the project to which they relate and for a minimum period of six months, commencing on the day on which the project is completed.

## 12.7 Project Events

If a Eligible Funding Recipient proposes to hold a works commencement ceremony, opening ceremony or any other event in relation to a funded project, they must inform the Department and the relevant local Federal Member of Parliament of the proposed ceremony or event at least two weeks before the proposed ceremony or event is to be held, and provide details of the proposed ceremony or event, including proposed invitees and order of proceedings.

If requested by the Department or the relevant local Federal Member of Parliament, Eligible Funding Recipients must arrange a joint Australian Government/Eligible Funding Recipient works commencement ceremony, opening ceremony or any other event.

If requested by the Minister, a member of the Minister's staff, the relevant local Federal Member of Parliament, or the Department, Eligible Funding Recipients must invite and, if the invitation is accepted, arrange for an Australian Government representative (nominated by the Minister or a member of the Minister's staff) to participate in any works commencement ceremony, opening ceremony or any other event proposed to be held in relation to a funded project.

# 13. Probity

The Australian Government will make sure that the grant opportunity process is fair; conducted according to the published Guidelines; incorporates appropriate safeguards against fraud, unlawful activities and other inappropriate conduct; and, is consistent with the CGRGs.

These Guidelines may be changed from time-to-time by the Department. In the event of a change to the guidelines, the revised guidelines will be published on GrantConnect and the Department's website.

### 13.1 Enquiries and feedback

For further information or clarification, the Department can be contacted at [IIP@infrastructure.gov.au](mailto:IIP@infrastructure.gov.au).

Frequently Asked Questions may be published at [https://investment.infrastructure.gov.au/infrastructure\\_investment/local-roads-community-infrastructure-program/index.aspx](https://investment.infrastructure.gov.au/infrastructure_investment/local-roads-community-infrastructure-program/index.aspx)

To make a complaint, the Department can be contacted on 13 28 46. Complaints will be referred to the appropriate manager.

Alternatively, complaints can be directed to:

General Manager  
COVID Recovery Infrastructure Investment Stimulus  
GPO Box 2013  
CANBERRA ACT 2601

If persons do not agree with the way the Department has handled your complaint, you may complain to the Commonwealth Ombudsman. The Ombudsman will not usually look into a complaint unless the matter has first been raised directly with the Department.

The Commonwealth Ombudsman can be contacted on:

Phone (toll free): 1300 362 072

Email: [ombudsman@ombudsman.gov.au](mailto:ombudsman@ombudsman.gov.au)

Website: [www.ombudsman.gov.au](http://www.ombudsman.gov.au)

### 13.2 Conflicts of interest

Any conflicts of interest could affect the performance of the grant opportunity or program. There may be a conflict of interest, or perceived conflict of interest, if the Department's staff, any member of a committee or advisor and/or the Eligible Funding Recipient or any of their personnel:

- has a professional, commercial or personal relationship with a party who is able to influence the application selection process, such as an Australian Government officer;
- has a relationship with or interest in, an organisation, which is likely to interfere with or restrict them/the Eligible Funding Recipient from carrying out the proposed activities fairly and independently or
- has a relationship with, or interest in, an organisation from which they/the Eligible Funding Recipient will receive personal gain because the organisation receives grant money/is awarded work under the grant program.

Eligible Funding Recipients will be asked to declare in their Work Schedule, any details of any real, apparent, or potential conflicts relating to the Eligible Funding Recipient's proposed or Eligible Projects on an Approved Work Schedule or the program, and how Eligible Funding Recipients propose to manage them, or to the best of their knowledge, that there

are no conflicts of interest. Eligible Funding Recipients are required to provide specific information on how they will manage conflicts of interest.

If an Eligible Funding Recipient later identifies an actual, apparent, or perceived conflict of interest, they must inform the Department in writing immediately.

### 13.3 How we manage conflicts of interest

Conflicts of interest for Australian Government staff will be handled as set out in the [Australian Public Service Code of Conduct \(Section 13 \(7\)\)](#) of the [Public Service Act 1999](#). Commonwealth officials including the decision maker, must also declare any conflicts of interest.

Conflict of interest requirements form part of the Grant Agreement. Breach of conflict of interest requirements may result in termination of the Grant Agreement.

### 13.4 Privacy

The Department treats personal information according to the [Privacy Act 1988](#) and the [Australian Privacy Principles](#). This includes advising:

- what personal information is collected;
- why personal information is collected; and
- who personal information is given to.

Personal information can only be disclosed to someone for the primary purpose for which it was collected, unless an exemption applies.

The Australian Government may also use and disclose information about Eligible Funding Recipients under this grant opportunity in any other Australian Government business or function. This includes disclosing grant information on GrantConnect as required for reporting purposes and giving information to the Australian Taxation Office for compliance purposes.

The Department may share information it is provided with other Commonwealth entities for purposes including government administration, research or service delivery, according to Australian laws.

Eligible Funding Recipients must declare their ability to comply with the [Privacy Act 1988](#) and the Australian Privacy Principles and impose the same privacy obligations on officers, employees, agents and subcontractors that Eligible Funding Recipients engage to assist with the activity, in respect of personal information collected, used, stored, or disclosed in connection with the activity. Accordingly, Eligible Funding Recipients must not do anything, which if done by the Department would breach an Australian Privacy Principle as defined in the Act.

### 13.5 Confidential Information

Other than information available in the public domain, Eligible Funding Recipients agree not to disclose to any person, other than to the Department, any confidential information unless in accordance with these Guidelines or the Grant Agreement. The obligation will not be breached where required by law, Parliament or a stock exchange to disclose the relevant information or where the relevant information is publicly available (other than through breach of a confidentiality or non-disclosure obligation).

The Department may at any time, require Eligible Funding Recipients to arrange for their employees, agents or subcontractors to give a written undertaking relating to nondisclosure of our confidential information in a form the Department considers acceptable.

The Department will keep any information in connection with the grant agreement confidential to the extent that it meets all the three conditions below:

- information is clearly identified as confidential and explain why it should be treated as confidential;
- the information is commercially sensitive; and
- revealing the information would cause unreasonable harm to the Eligible Funding Recipient or someone else.

The Department will not be in breach of any confidentiality agreement if the information is disclosed to:

- the Minister and other Commonwealth employees and contractors to help the Department manage the program effectively;
- employees and contractors of the Department so it can research, assess, monitor and analyse our programs and activities;
- employees and contractors of other Commonwealth agencies for any purposes, including government administration, research or service delivery;
- other Commonwealth, State, Territory or local government agencies in program reports and consultations;
- the Auditor-General, Ombudsman or Privacy Commissioner;
- the responsible Minister or Parliamentary Secretary; and
- a House or a Committee of the Australian Parliament.

The grant agreement may also include any specific requirements about special categories of information collected, created or held under the grant agreement.

### 13.6 Freedom of information

All documents in the possession of the Australian Government, including those about this grant opportunity, are subject to the [\*Freedom of Information Act 1982\*](#) (FOI Act).

The purpose of the FOI Act is to give members of the public rights of access to information held by the Australian Government and its entities. Under the FOI Act, members of the public can seek access to documents held by the Australian Government. This right of access is limited only by the exceptions and exemptions necessary to protect essential public interests and private and business affairs of persons in respect of whom the information relates.

All Freedom of Information requests must be referred to the Freedom of Information Coordinator in writing.

Freedom of Information Coordinator  
Department of Infrastructure, Regional Development and Cities  
GPO Box 594  
CANBERRA ACT 2601

Tel: (02) 6274 6495

## 14. Consultation

The Australian Government sought assistance from local councils to identify potential projects that could be fast-tracked given the economic impacts being experienced from the COVID-19 pandemic. Projects nominated by councils as have informed the scope of the LRCI Program.

The Department has consulted with the Australian Local Government Association in developing these Guidelines.

## 15. Glossary

Term	Definition
accountable authority	see subsection 12(2) of the <i>Public Governance, Performance and Accountability Act 2013</i> (PGPA Act)
administering entity	when an entity that is not responsible for the policy, is responsible for the administration of part or all of the grant administration processes
commencement date	the expected start date for the grant activity
Commonwealth	a Department of State, or a Parliamentary Department, or a listed entity or a body corporate established by a law of the Commonwealth. See subsections 10(1) and (2) of the <i>Public Governance, Performance and Accountability Act 2013</i> (PGPA Act).
Commonwealth Grants Rules and Guidelines	establish the overarching Commonwealth grants policy framework and articulate the expectations for all non-corporate Commonwealth entities in relation to grants administration. Under this overarching framework, non-corporate Commonwealth entities undertake grants administration based on the mandatory requirements and key principles of grants administration
decision maker	the person who makes a decision to award a grant.
eligibility criteria	refer to the mandatory criteria which must be met to qualify for a grant. Assessment criteria may apply in addition to eligibility criteria
Eligible Funding Recipient	the organisation that is eligible to receive funding under the LRCI Program
Eligible Project	The Eligible Project Requirements are the requirements contained in section 5 of these Guidelines

Term	Definition
Eligible Project Requirements	The Eligible Project Requirements are the requirements contained in section 5 of these Guidelines
grant	<p>for the purposes of the CGRGs, a 'grant' is an arrangement for the provision of financial assistance by the Commonwealth or on behalf of the Commonwealth:</p> <ol style="list-style-type: none"> <li>under which relevant money<sup>2</sup> or other <u>Consolidated Revenue Fund (CRF)</u> money<sup>3</sup> is to be paid to a grantee other than the Commonwealth; and</li> <li>which is intended to help address one or more of the Australian Government's policy outcomes while assisting the grantee achieve its objectives</li> </ol>
grant agreement	sets out the relationship between the parties to the agreement, and specifies the details of the grant
<u>GrantConnect</u>	is the Australian Government's whole-of-government grants information system, which centralises the publication and reporting of Commonwealth grants in accordance with the CGRGs
Nominal Funding Allocation	The maximum funding that an Eligible Funding Recipient can access under the LRCI Program for Eligible Projects
Personal information	<p>Has the same meaning as in the <i>Privacy Act 1988</i> (Cth) which is:</p> <ul style="list-style-type: none"> <li>Information or an opinion about an identified individual, or an individual who is reasonably identifiable;</li> <li>whether the information or opinion is true or not; and</li> <li>whether the information or opinion is recorded in a material form or not</li> </ul>
Approved Work Schedule	the Work Schedule that outlines Eligible Projects that the Funding Recipient can use grant money to pay for and approved by the Secretary of the Department or their Delegate
Work Schedule	a list of projects that a Funding Recipient proposes to be funded under the LRCI Program

<sup>2</sup> Relevant money is defined in the PGPA Act. See section 8, Dictionary.

<sup>3</sup> Other CRF money is defined in the PGPA Act. See section 105, Rules in relation to other CRF money.



**Australian Government****Department of Infrastructure, Transport,  
Regional Development and Communications****To: The Hon Michael McCormack MP (for decision)****cc: The Hon Alan Tudge MP****cc: The Hon Mark Coulton MP****cc: Mr Simon Atkinson, Secretary****cc: Mr David Hallinan, Deputy Secretary****cc: Dr Rachel Bacon, Deputy Secretary****cc: Mr Philip Smith, Executive Director****Local Roads and Community Infrastructure Program - allocation of funding****Action required by: As soon as possible****Reason: For use in Budget communication materials.****Recommendations:**

1. That you **agree** to the nominal funding allocations for eligible recipients under the Extension of the Local Roads and Community Infrastructure Program.

**Agreed / Not Agreed**

2. That you **note** the Department of Infrastructure, Transport, Regional Development and Communications is liaising with your office on Budget communication activities in relation to the measure.

**Noted / Please Discuss****The Hon Michael McCormack MP****Date:****Comments:****Key Points:**

1. The Australian Government has committed an additional \$1 billion to the Local Roads and Community Infrastructure Program (LRCI). This builds on \$500 million previously committed to support local councils to deliver priority local road and community infrastructure across Australia.
2. The LRCI Program aims to assist a community-led recovery from COVID-19 by supporting local jobs, firms, and procurement. It is expected that councils will use local businesses and workforces to deliver projects under the LRCI Program where possible to ensure stimulus funding flows into local communities.



3. The original \$500 million commitment under LRCI was allocated to local government entities calculated in a similar way to the Roads to Recovery Program and the road component of Financial Assistance Grants.
4. Under the extension to LRCI, Cabinet agreed to a change in the allocation calculation to provide an additional focus on supporting infrastructure in urban areas.

#### Allocation to local governments

5. The \$1 billion extension has been allocated to local government entities using the following method agreed by Cabinet:
  - a. One-third of the commitment allocated based on the existing calculation; and
  - b. Two-thirds allocated based on population.
6. The population component was calculated using the Australian Bureau of Statistics product *Estimated Resident Population by Local Government Area* (ABS\_ERP\_LGA2019). This product estimates population at regular intervals between official Census results using a range of data including birth/death registrations and modelling of internal and overseas migration.
7. This product was used given the time elapsed since the last Census (2016) and changes to local government areas in 2019. The following adjustments or calculations were also made in determining the allocations:
  - a. Population for Indian Ocean Territories was pro-rated using last census data as the updated ABS product does not provide a breakdown of estimated population for these areas.
  - b. Some unincorporated areas, for example Lord Howe Island, were able to have the population component of the LRCI allocation calculated using information held by the Local Government and Regional Engagement branch within the Department.
8. Proposed allocations by State/Territory are as follows:

	Original allocation	%	Allocation under extension	%
Australian Capital Territory	7,968,750	1.59%	16,529,198	1.65%
Indian Ocean Territories	557,189	0.11%	493,509	0.05%
New South Wales	139,272,458	27.85%	305,503,990	30.55%
Northern Territory	14,538,519	2.91%	16,157,041	1.62%
Queensland	101,700,005	20.34%	201,604,646	20.16%
South Australia	44,925,877	8.99%	76,004,147	7.60%
Tasmania	16,275,002	3.26%	24,899,184	2.49%
Victoria	101,727,148	20.35%	241,207,087	24.12%
Western Australia	73,035,033	14.61%	117,601,197	11.76%
<b>TOTAL</b>	<b>499,999,981</b>		<b>1,000,000,000</b>	

9. Proposed allocations to each local government entity under the LRCI program are included at Attachment A.

**Next Steps**

10. The Department is developing materials to administer the extension to the LRCI program, including the required risk assessment, new program guidelines and grant agreement.
11. The new program guidelines will consider synergies between the two funding rounds and how the Department can streamline interactions with Councils, reporting requirements and payments.
12. The Department will shortly seek your endorsement to release the guidelines and formally open the grant opportunity.

**Stakeholder Implications:**

s47C

**Consultation:**

15. In calculating allocations under the LRCI program, Infrastructure Investment Division considered data available under the Roads to Recovery program and also consulted with Local Government and Regional Engagement branch.

**Media Opportunities:**

16. The Department is coordinating with your office in relation to Budget communication materials and activities.

Name: Daniel Caruso  
Position: General Manager  
Division: Infrastructure Investment Division  
Ph: 02 6274 6522  
Mob: s47F  
Date: 28 September 2020

Contact Officer: s47F  
Section: COVID Recovery Infrastructure  
Investment  
s47F

**Attachments:**

A: Nominal allocations under the Extension to the LRCI Program

State	Council/Eligible Funding Recipient	Allocation	% of \$500m	LRCI		LRCI Extension		TOTAL LRCI FUNDING TO 31 DEC 2021
				R2R component	Population	Population component	Total	
ACT	Transport Canberra and City Services Directorate	7,968,750	1.59%	5,312,500	426,704	11,216,697	16,529,198	<b>24,497,948</b>
IOT	Cocos (Keeling) Islands Shire Council	136,739	0.03%	91,159	611	16,057	107,216	<b>243,955</b>
IOT	Norfolk Island Regional Council	82,929	0.02%	55,286	1,963	51,594	106,880	<b>189,809</b>
IOT	Shire of Christmas Island	337,521	0.07%	225,014	2,069	54,398	279,412	<b>616,933</b>
NSW	Albury City Council	883,074	0.18%	588,716	54353	1,428,768	2,017,484	<b>2,900,558</b>
NSW	Armidale Regional Council	1,429,701	0.29%	953,134	30779	809,082	1,762,217	<b>3,191,918</b>
NSW	Ballina Shire Council	880,244	0.18%	586,829	44628	1,173,129	1,759,958	<b>2,640,202</b>
NSW	Balranald Shire Council	832,921	0.17%	555,281	2338	61,459	616,739	<b>1,449,660</b>
NSW	Bathurst Regional Council	1,248,559	0.25%	832,373	43618	1,146,579	1,978,952	<b>3,227,511</b>
NSW	Bayside Council	737,406	0.15%	491,604	178396	4,689,466	5,181,070	<b>5,918,476</b>
NSW	Bega Valley Shire Council	1,221,983	0.24%	814,655	34476	906,265	1,720,920	<b>2,942,903</b>
NSW	Bellingen Shire Council	594,625	0.12%	396,417	12996	341,624	738,040	<b>1,332,665</b>
NSW	Berrigan Shire Council	877,527	0.18%	585,018	8750	230,010	815,028	<b>1,692,555</b>
NSW	Blacktown City Council	2,138,829	0.43%	1,425,886	374451	9,843,131	11,269,018	<b>13,407,847</b>
NSW	Bland Shire Council	1,849,827	0.37%	1,233,218	5972	156,985	1,390,203	<b>3,240,030</b>
NSW	Blayney Shire Council	537,301	0.11%	358,201	7379	193,971	552,171	<b>1,089,472</b>
NSW	Blue Mountains City Council	869,182	0.17%	579,455	79118	2,079,762	2,659,216	<b>3,528,398</b>
NSW	Bogan Shire Council	911,524	0.18%	607,683	2580	67,820	675,503	<b>1,587,027</b>

NSW	Bourke Shire Council	1,199,903	0.24%	799,935	2590	68,083	868,018	<b>2,067,921</b>
NSW	Brewarrina Shire Council	820,558	0.16%	547,039	1611	42,348	589,387	<b>1,409,945</b>
NSW	Broken Hill City Council	310,580	0.06%	207,053	17479	459,468	666,521	<b>977,101</b>
NSW	Burwood Council	169,168	0.03%	112,779	40612	1,067,561	1,180,340	<b>1,349,508</b>
NSW	Byron Shire Council	730,070	0.15%	486,713	35081	922,168	1,408,882	<b>2,138,952</b>
NSW	Cabonne Council	1,293,770	0.26%	862,513	13634	358,395	1,220,908	<b>2,514,678</b>
NSW	Campbelltown City Council	1,106,330	0.22%	737,553	170943	4,493,550	5,231,104	<b>6,337,434</b>
NSW	Canterbury-Bankstown Council	1,679,331	0.34%	1,119,554	377917	9,934,242	11,053,796	<b>12,733,127</b>
NSW	Carrathool Shire Council	1,456,711	0.29%	971,141	2799	73,577	1,044,718	<b>2,501,429</b>
NSW	Central Coast Council	2,771,892	0.55%	1,847,928	343968	9,041,830	10,889,758	<b>13,661,650</b>
NSW	Central Darling Shire Council	1,001,818	0.20%	667,879	1839	48,341	716,220	<b>1,718,038</b>
NSW	Cessnock City Council	1,065,399	0.21%	710,266	59985	1,576,816	2,287,082	<b>3,352,481</b>
NSW	City of Canada Bay Council	403,595	0.08%	269,063	96074	2,525,481	2,794,545	<b>3,198,140</b>
NSW	City of Lithgow Council	796,800	0.16%	531,200	21605	567,927	1,099,127	<b>1,895,927</b>
NSW	City of Parramatta Council	1,282,352	0.26%	854,901	257197	6,760,895	7,615,796	<b>8,898,148</b>
NSW	City of Sydney	865,560	0.17%	577,040	246343	6,475,578	7,052,618	<b>7,918,178</b>
NSW	Clarence Valley Council	2,051,366	0.41%	1,367,577	51662	1,358,030	2,725,608	<b>4,776,974</b>
NSW	Cobar Shire Council	1,085,211	0.22%	723,474	4658	122,444	845,918	<b>1,931,129</b>
NSW	Coffs Harbour City Council	1,382,096	0.28%	921,397	77277	2,031,368	2,952,765	<b>4,334,861</b>
NSW	Coolamon Shire Council	772,445	0.15%	514,963	4341	114,111	629,075	<b>1,401,520</b>
NSW	Coonamble Shire Council	929,818	0.19%	619,879	3958	104,043	723,922	<b>1,653,740</b>
NSW	Cootamundra-Gundagai Regional Council	985,552	0.20%	657,035	11235	295,333	952,367	<b>1,937,919</b>
NSW	Council of the City of Ryde	591,724	0.12%	394,483	131271	3,450,699	3,845,182	<b>4,436,906</b>

NSW	Council of the Municipality of Woollahra	274,790	0.05%	183,193	59387	1,561,096	1,744,290	<b>2,019,080</b>
NSW	Cowra Shire Council	915,452	0.18%	610,301	12743	334,973	945,274	<b>1,860,726</b>
NSW	Cumberland Council	1,039,594	0.21%	693,063	241521	6,348,823	7,041,885	<b>8,081,479</b>
NSW	Dubbo Regional Council	2,146,498	0.43%	1,430,999	53719	1,412,102	2,843,101	<b>4,989,599</b>
NSW	Dungog Shire Council	574,823	0.11%	383,215	9423	247,701	630,916	<b>1,205,739</b>
NSW	Edward River Council	963,170	0.19%	642,113	9084	238,790	880,903	<b>1,844,073</b>
NSW	Eurobodalla Shire Council	1,039,292	0.21%	692,861	38473	1,011,333	1,704,195	<b>2,743,487</b>
NSW	Fairfield City Council	1,083,578	0.22%	722,385	211695	5,564,791	6,287,177	<b>7,370,755</b>
NSW	Federation Council	1,396,532	0.28%	931,021	12437	326,929	1,257,951	<b>2,654,483</b>
NSW	Forbes Shire Council	1,222,566	0.24%	815,044	9906	260,397	1,075,441	<b>2,298,007</b>
NSW	Georges River Council	706,045	0.14%	470,697	159471	4,191,988	4,662,684	<b>5,368,729</b>
NSW	Gilgandra Shire Council	878,444	0.18%	585,629	4239	111,430	697,059	<b>1,575,503</b>
NSW	Glen Innes Severn Council	872,429	0.17%	581,619	8871	233,191	814,810	<b>1,687,239</b>
NSW	Goulburn Mulwaree Council	1,074,884	0.21%	716,589	31132	818,362	1,534,951	<b>2,609,835</b>
NSW	Greater Hume Shire Council	1,294,190	0.26%	862,793	10764	282,951	1,145,745	<b>2,439,935</b>
NSW	Griffith City Council	1,030,641	0.21%	687,094	27029	710,507	1,397,601	<b>2,428,242</b>
NSW	Gunnedah Shire Council	1,007,220	0.20%	671,480	12681	333,343	1,004,823	<b>2,012,043</b>
NSW	Gwydir Shire Council	1,182,224	0.24%	788,149	5353	140,713	928,863	<b>2,111,087</b>
NSW	Hawkesbury City Council	1,087,629	0.22%	725,086	67296	1,768,999	2,494,085	<b>3,581,714</b>
NSW	Hay Shire Council	508,687	0.10%	339,125	2949	77,520	416,645	<b>925,332</b>
NSW	Hilltops Council	1,770,968	0.35%	1,180,645	18704	491,669	1,672,314	<b>3,443,282</b>
NSW	Hornsby Shire Council	871,538	0.17%	581,025	152059	3,997,150	4,578,175	<b>5,449,713</b>
NSW	Hunter's Hill Municipal Council	92,935	0.02%	61,957	14980	393,777	455,733	<b>548,668</b>

NSW	Inner West Council	856,830	0.17%	571,220	200811	5,278,686	5,849,906	<b>6,706,736</b>
NSW	Inverell Shire Council	1,402,055	0.28%	934,703	16890	443,985	1,378,688	<b>2,780,743</b>
NSW	Junee Shire Council	587,934	0.12%	391,956	6683	175,675	567,631	<b>1,155,565</b>
NSW	Kempsey Shire Council	1,160,188	0.23%	773,459	29745	781,902	1,555,361	<b>2,715,549</b>
NSW	Kiama Municipal Council	323,344	0.06%	215,563	23386	614,744	830,307	<b>1,153,651</b>
NSW	Ku-ring-gai Council	706,890	0.14%	471,260	127153	3,342,450	3,813,710	<b>4,520,600</b>
NSW	Kyogle Council	1,024,156	0.20%	682,771	8796	231,219	913,990	<b>1,938,146</b>
NSW	Lachlan Shire Council	2,128,508	0.43%	1,419,005	6075	159,693	1,578,698	<b>3,707,206</b>
NSW	Lake Macquarie City Council	1,752,388	0.35%	1,168,259	205901	5,412,486	6,580,744	<b>8,333,132</b>
NSW	Lane Cove Council	180,185	0.04%	120,123	40155	1,055,548	1,175,671	<b>1,355,856</b>
NSW	Leeton Shire Council	656,388	0.13%	437,592	11445	300,853	738,445	<b>1,394,833</b>
NSW	Lismore City Council	1,228,170	0.25%	818,780	43692	1,148,524	1,967,304	<b>3,195,474</b>
NSW	Liverpool City Council	1,430,716	0.29%	953,811	227585	5,982,489	6,936,300	<b>8,367,016</b>
NSW	Liverpool Plains Shire Council	866,772	0.17%	577,848	7903	207,745	785,593	<b>1,652,365</b>
NSW	Lockhart Shire council	846,561	0.17%	564,374	3285	86,352	650,726	<b>1,497,287</b>
NSW	Lord Howe Island Board	51,429	0.01%	34,286	382	10,042	44,328	<b>95,757</b>
NSW	Maitland City Council	872,757	0.17%	581,838	85166	2,238,745	2,820,583	<b>3,693,340</b>
NSW	Mid-Coast Council	3,392,463	0.68%	2,261,642	93836	2,466,651	4,728,293	<b>8,120,756</b>
NSW	Mid-Western Regional Council	1,525,932	0.31%	1,017,288	25251	663,769	1,681,057	<b>3,206,989</b>
NSW	Moree Plains Shire Council	1,814,888	0.36%	1,209,925	13261	348,590	1,558,515	<b>3,373,403</b>
NSW	Mosman Municipal Council	149,862	0.03%	99,908	30981	814,392	914,300	<b>1,064,162</b>
NSW	Murray River Council	1,861,814	0.37%	1,241,209	12118	318,544	1,559,753	<b>3,421,567</b>
NSW	Murrumbidgee Council	1,008,021	0.20%	672,014	3917	102,966	774,980	<b>1,783,001</b>
NSW	Muswellbrook Shire Council	577,898	0.12%	385,265	16377	430,499	815,765	<b>1,393,663</b>

NSW	Nambucca Valley Council	768,865	0.15%	512,577	19805	520,611	1,033,187	<b>1,802,052</b>
NSW	Narrabri Shire Council	1,475,176	0.30%	983,451	13135	345,278	1,328,728	<b>2,803,904</b>
NSW	Narrandera Shire Council	997,363	0.20%	664,909	5899	155,066	819,975	<b>1,817,338</b>
NSW	Narromine Shire Council	909,690	0.18%	606,460	6517	171,311	777,771	<b>1,687,461</b>
NSW	Newcastle City Council	1,146,471	0.23%	764,314	165571	4,352,337	5,116,652	<b>6,263,123</b>
NSW	North Sydney Council	304,610	0.06%	203,073	75021	1,972,065	2,175,138	<b>2,479,748</b>
NSW	Northern Beaches Council	1,418,332	0.28%	945,555	273499	7,189,423	8,134,978	<b>9,553,310</b>
NSW	Oberon Council	584,514	0.12%	389,676	5411	142,238	531,914	<b>1,116,428</b>
NSW	Orange City Council	720,809	0.14%	480,539	42451	1,115,902	1,596,442	<b>2,317,251</b>
NSW	Parkes Shire Council	1,337,613	0.27%	891,742	14837	390,018	1,281,760	<b>2,619,373</b>
NSW	Penrith City Council	1,522,275	0.30%	1,014,850	212977	5,598,491	6,613,341	<b>8,135,616</b>
NSW	Port Macquarie Hastings Council	1,826,618	0.37%	1,217,745	84525	2,221,895	3,439,640	<b>5,266,258</b>
NSW	Port Stephens Council	780,527	0.16%	520,351	73481	1,931,583	2,451,934	<b>3,232,461</b>
NSW	Queanbeyan-Palerang Regional Council	1,527,709	0.31%	1,018,473	61100	1,606,126	2,624,598	<b>4,152,307</b>
NSW	Randwick City Council	616,934	0.12%	411,289	155649	4,091,520	4,502,809	<b>5,119,743</b>
NSW	Richmond Valley Council	1,002,214	0.20%	668,143	23465	616,821	1,284,963	<b>2,287,177</b>
NSW	Shellharbour City Council	567,099	0.11%	378,066	73233	1,925,064	2,303,130	<b>2,870,229</b>
NSW	Shoalhaven City Council	2,141,844	0.43%	1,427,896	105648	2,777,151	4,205,048	<b>6,346,892</b>
NSW	Singleton Council	816,085	0.16%	544,057	23461	616,715	1,160,772	<b>1,976,857</b>
NSW	Snowy Monaro Regional Council	1,744,322	0.35%	1,162,881	20795	546,635	1,709,516	<b>3,453,838</b>
NSW	Snowy Valleys Council	871,816	0.17%	581,211	14479	380,607	961,818	<b>1,833,634</b>
NSW	Strathfield Municipal Council	185,608	0.04%	123,739	46926	1,233,536	1,357,275	<b>1,542,883</b>

NSW	Sutherland Shire Council	1,286,114	0.26%	857,409	230611	6,062,033	6,919,443	<b>8,205,557</b>
NSW	Tamworth Regional Council	2,652,533	0.53%	1,768,355	62541	1,644,005	3,412,360	<b>6,064,893</b>
NSW	Temora Shire Council	825,968	0.17%	550,645	6307	165,791	716,436	<b>1,542,404</b>
NSW	Tenterfield Shire Council	1,044,335	0.21%	696,223	6594	173,335	869,559	<b>1,913,894</b>
NSW	The Council of Camden	874,692	0.17%	583,128	101437	2,666,458	3,249,586	<b>4,124,278</b>
NSW	The Hills Shire Council	1,194,721	0.24%	796,481	177969	4,678,242	5,474,722	<b>6,669,443</b>
NSW	Transport for NSW	969,769	0.19%	646,513	644	16,929	663,441	<b>1,633,210</b>
NSW	Tweed Shire Council	1,814,531	0.36%	1,209,687	97001	2,549,849	3,759,537	<b>5,574,068</b>
NSW	Upper Hunter Shire Council	1,230,434	0.25%	820,289	14180	372,747	1,193,037	<b>2,423,471</b>
NSW	Upper Lachlan Council	1,203,048	0.24%	802,032	8059	211,846	1,013,878	<b>2,216,926</b>
NSW	Uralla Shire Council	596,106	0.12%	397,404	6012	158,036	555,440	<b>1,151,546</b>
NSW	Wagga Wagga City Council	2,050,700	0.41%	1,367,133	65258	1,715,426	3,082,560	<b>5,133,260</b>
NSW	Walcha Council	591,796	0.12%	394,531	3134	82,383	476,914	<b>1,068,710</b>
NSW	Walgett Shire Council	1,235,615	0.25%	823,743	5953	156,486	980,229	<b>2,215,844</b>
NSW	Warren Shire Council	655,258	0.13%	436,839	2697	70,896	507,734	<b>1,162,992</b>
NSW	Warrumbungle Shire Council	1,553,366	0.31%	1,035,577	9278	243,889	1,279,467	<b>2,832,833</b>
NSW	Waverley Council	277,817	0.06%	185,211	74295	1,952,980	2,138,192	<b>2,416,009</b>
NSW	Weddin Shire Council	635,335	0.13%	423,557	3613	94,974	518,531	<b>1,153,866</b>
NSW	Wentworth Shire Council	1,278,207	0.26%	852,138	7053	185,401	1,037,539	<b>2,315,746</b>
NSW	Willoughby City Council	375,507	0.08%	250,338	81189	2,134,202	2,384,540	<b>2,760,047</b>
NSW	Wingecarribee Shire Council	1,184,041	0.24%	789,361	51134	1,344,151	2,133,512	<b>3,317,553</b>
NSW	Wollondilly Shire Council	872,871	0.17%	581,914	53149	1,397,119	1,979,033	<b>2,851,904</b>
NSW	Wollongong City Council	1,540,943	0.31%	1,027,295	218114	5,733,527	6,760,822	<b>8,301,765</b>
NSW	Yass Valley Council	857,227	0.17%	571,485	17087	449,163	1,020,648	<b>1,877,875</b>



NT	Alice Springs Town Council	433,129	0.09%	288,753	26,390	693,710	982,462	<b>1,415,591</b>
NT	Barkly Regional Council	206,960	0.04%	137,973	7,369	193,708	331,681	<b>538,641</b>
NT	Belyuen Community Government Council	14,994	0.00%	9,996	175	4,600	14,596	<b>29,590</b>
NT	Central Desert Regional Council	399,793	0.08%	266,529	4,231	111,220	377,748	<b>777,541</b>
NT	City of Darwin	862,060	0.17%	574,707	82,886	2,178,811	2,753,517	<b>3,615,577</b>
NT	City of Palmerston	411,889	0.08%	274,593	38,270	1,005,997	1,280,590	<b>1,692,479</b>
NT	Coomalie Community Government Council	215,886	0.04%	143,924	1,370	36,013	179,937	<b>395,823</b>
NT	Department of Transport	6,569,766	1.31%	4,379,844	7,376	193,892	4,573,736	<b>11,143,502</b>
NT	East Arnhem Regional Council	566,290	0.11%	377,527	10,344	271,911	649,438	<b>1,215,728</b>
NT	Katherine Town Council	288,649	0.06%	192,433	10,623	279,245	471,678	<b>760,327</b>
NT	Litchfield Council	1,183,429	0.24%	788,953	25,561	671,918	1,460,870	<b>2,644,299</b>
NT	Local Government Association of the Northern Territory	711,844	0.14%	474,563	0	0	474,563	<b>1,186,407</b>
NT	MacDonnell Regional Council	455,503	0.09%	303,669	6,917	181,826	485,495	<b>940,998</b>
NT	Roper Gulf Regional Council	489,289	0.10%	326,193	7,428	195,259	521,451	<b>1,010,740</b>
NT	Tiwi Islands Regional Council	443,404	0.09%	295,603	2,741	72,052	367,655	<b>811,059</b>
NT	Victoria Daly Regional Council	318,243	0.06%	212,162	3,155	82,935	295,097	<b>613,340</b>
NT	Wagait Shire Council	25,116	0.01%	16,744	519	13,643	30,387	<b>55,503</b>
NT	West Arnhem Regional Council	540,268	0.11%	360,179	6,881	180,880	541,058	<b>1,081,326</b>
NT	West Daly Regional Council	402,007	0.08%	268,005	3,693	97,077	365,082	<b>767,089</b>
QLD	Aurukun Council	53,749	0.01%	35,833	1418	37,275	73,107	<b>126,856</b>
QLD	Balonne Shire Council	1,141,450	0.23%	760,967	4360	114,611	875,577	<b>2,017,027</b>
QLD	Banana Shire Council	1,808,133	0.36%	1,205,422	14156	372,116	1,577,538	<b>3,385,671</b>

QLD	Barcaldine Regional Council	1,291,666	0.26%	861,111	2849	74,891	936,002	<b>2,227,668</b>
QLD	Barcoo Shire Council	710,542	0.14%	473,695	266	6,992	480,687	<b>1,191,229</b>
QLD	Blackall-Tambo Regional Council	808,346	0.16%	538,897	1868	49,104	588,001	<b>1,396,347</b>
QLD	Boulia Shire Council	568,456	0.11%	378,971	423	11,119	390,090	<b>958,546</b>
QLD	Brisbane City Council	11,710,003	2.34%	7,806,669	1253982	32,963,217	40,769,886	<b>52,479,889</b>
QLD	Bulloo Shire Council	848,921	0.17%	565,947	325	8,543	574,491	<b>1,423,412</b>
QLD	Bundaberg Regional Council	2,014,577	0.40%	1,343,051	95856	2,519,751	3,862,802	<b>5,877,379</b>
QLD	Burdekin Shire Council	620,261	0.12%	413,507	16971	446,114	859,621	<b>1,479,882</b>
QLD	Burke Shire Council	305,861	0.06%	203,907	354	9,306	213,213	<b>519,074</b>
QLD	Cairns Regional Council	1,830,518	0.37%	1,220,345	166862	4,386,274	5,606,619	<b>7,437,137</b>
QLD	Carpentaria Shire Council	711,924	0.14%	474,616	1977	51,969	526,585	<b>1,238,509</b>
QLD	Cassowary Coast Regional Council	739,286	0.15%	492,857	29794	783,190	1,276,047	<b>2,015,333</b>
QLD	Central Highlands Regional Council	2,165,138	0.43%	1,443,425	28701	754,458	2,197,884	<b>4,363,022</b>
QLD	Charters Towers Regional Council	1,706,358	0.34%	1,137,572	11739	308,581	1,446,153	<b>3,152,511</b>
QLD	Cherbourg Aboriginal Shire Council	39,849	0.01%	26,566	1331	34,988	61,554	<b>101,403</b>
QLD	City of Gold Coast	5,919,014	1.18%	3,946,009	620518	16,311,454	20,257,463	<b>26,176,477</b>
QLD	Cloncurry Shire Council	692,019	0.14%	461,346	3047	80,096	541,442	<b>1,233,461</b>
QLD	Cook Shire Council	1,278,916	0.26%	852,611	4549	119,579	972,190	<b>2,251,106</b>
QLD	Croydon Shire Council	464,921	0.09%	309,947	284	7,465	317,413	<b>782,334</b>
QLD	Diamantina Shire Council	453,393	0.09%	302,262	291	7,649	309,911	<b>763,304</b>
QLD	Doomadgee Aboriginal Shire Council	59,500	0.01%	39,667	1526	40,114	79,780	<b>139,280</b>

QLD	Douglas Shire Council	274,337	0.05%	182,891	12367	325,089	507,981	<b>782,318</b>
QLD	Etheridge Shire Council	758,556	0.15%	505,704	793	20,845	526,549	<b>1,285,105</b>
QLD	Flinders Shire Council	858,755	0.17%	572,503	1505	39,562	612,065	<b>1,470,820</b>
QLD	Fraser Coast Regional Council	1,912,057	0.38%	1,274,705	106712	2,805,121	4,079,825	<b>5,991,882</b>
QLD	Gladstone Regional Council	1,609,377	0.32%	1,072,918	63412	1,666,901	2,739,819	<b>4,349,196</b>
QLD	Goondiwindi Regional Council	1,139,053	0.23%	759,369	10799	283,872	1,043,240	<b>2,182,293</b>
QLD	Gympie Regional Council	1,361,802	0.27%	907,868	52446	1,378,639	2,286,507	<b>3,648,309</b>
QLD	Hinchinbrook Shire Council	378,323	0.08%	252,215	10687	280,927	533,143	<b>911,466</b>
QLD	Hope Vale Aboriginal Council	63,728	0.01%	42,485	1117	29,362	71,848	<b>135,576</b>
QLD	Ipswich City Council	2,327,860	0.47%	1,551,907	222307	5,843,747	7,395,654	<b>9,723,514</b>
QLD	Isaac Regional Council	1,546,389	0.31%	1,030,926	20886	549,027	1,579,953	<b>3,126,342</b>
QLD	Kowanyama Aboriginal Shire Council	157,431	0.03%	104,954	990	26,024	130,978	<b>288,409</b>
QLD	Livingstone Shire Council	906,477	0.18%	604,318	38078	1,000,950	1,605,268	<b>2,511,745</b>
QLD	Lockhart River Aboriginal Shire Council	80,743	0.02%	53,829	800	21,029	74,858	<b>155,601</b>
QLD	Lockyer Valley Regional Council	927,079	0.19%	618,053	41731	1,096,976	1,715,029	<b>2,642,108</b>
QLD	Logan City Council	3,487,130	0.70%	2,324,753	334358	8,789,213	11,113,967	<b>14,601,097</b>
QLD	Longreach Regional Council	1,196,175	0.24%	797,450	3470	91,215	888,665	<b>2,084,840</b>
QLD	Mackay Regional Council	1,956,590	0.39%	1,304,393	116763	3,069,330	4,373,723	<b>6,330,313</b>
QLD	Mapoon Aboriginal Shire Council	26,740	0.01%	17,827	333	8,754	26,580	<b>53,320</b>
QLD	Maranoa Regional Council	2,576,007	0.52%	1,717,338	12665	332,923	2,050,261	<b>4,626,268</b>
QLD	Mareeba Shire Council	1,149,665	0.23%	766,443	22730	597,500	1,363,943	<b>2,513,608</b>
QLD	McKinlay Shire Council	700,484	0.14%	466,989	818	21,503	488,492	<b>1,188,976</b>

QLD	Moreton Bay Regional Council	5,003,061	1.00%	3,335,374	469465	12,340,749	15,676,123	<b>20,679,184</b>
QLD	Mornington Shire Council	76,418	0.02%	50,945	1230	32,333	83,278	<b>159,696</b>
QLD	Mount Isa City Council	1,009,519	0.20%	673,013	18595	488,804	1,161,816	<b>2,171,335</b>
QLD	Murweh Shire Council	1,216,089	0.24%	810,726	4295	112,902	923,628	<b>2,139,717</b>
QLD	Napranum Aboriginal Shire Council	81,455	0.02%	54,303	1077	28,311	82,614	<b>164,069</b>
QLD	Noosa Council	790,346	0.16%	526,897	55873	1,468,724	1,995,622	<b>2,785,968</b>
QLD	North Burnett Regional Council	1,851,438	0.37%	1,234,292	10599	278,614	1,512,906	<b>3,364,344</b>
QLD	Northern Peninsula Area Regional Council	177,442	0.04%	118,295	3163	83,145	201,440	<b>378,882</b>
QLD	Palm Island Aboriginal Council	36,368	0.01%	24,245	2671	70,212	94,457	<b>130,825</b>
QLD	Paroo Shire Council	973,400	0.19%	648,933	1562	41,060	689,993	<b>1,663,393</b>
QLD	Pormpuraaw Aboriginal Shire Council	246,944	0.05%	164,629	845	22,212	186,842	<b>433,786</b>
QLD	Quilpie Shire Council	891,657	0.18%	594,438	778	20,451	614,889	<b>1,506,546</b>
QLD	Redland City Council	1,692,120	0.34%	1,128,080	158815	4,174,744	5,302,824	<b>6,994,944</b>
QLD	Richmond Shire Council	557,208	0.11%	371,472	810	21,292	392,764	<b>949,972</b>
QLD	Rockhampton Regional Council	1,483,455	0.30%	988,970	81512	2,142,692	3,131,662	<b>4,615,117</b>
QLD	Scenic Rim Regional Council	1,089,053	0.22%	726,035	43123	1,133,567	1,859,603	<b>2,948,656</b>
QLD	Somerset Regional Council	987,796	0.20%	658,531	26219	689,215	1,347,745	<b>2,335,541</b>
QLD	South Burnett Regional Council	1,644,465	0.33%	1,096,310	32521	854,874	1,951,184	<b>3,595,649</b>
QLD	Southern Downs Regional Council	1,577,341	0.32%	1,051,561	35452	931,921	1,983,482	<b>3,560,823</b>
QLD	Sunshine Coast Regional Council	3,653,767	0.73%	2,435,845	328428	8,633,332	11,069,177	<b>14,722,944</b>

QLD	Tablelands Regional Council	979,647	0.20%	653,098	25575	672,286	1,325,384	<b>2,305,031</b>
QLD	Toowoomba Regional Council	4,092,300	0.82%	2,728,200	169008	4,442,685	7,170,885	<b>11,263,185</b>
QLD	Torres Shire Council	156,288	0.03%	104,192	3887	102,177	206,369	<b>362,657</b>
QLD	Torres Strait Island Regional Council	194,288	0.04%	129,525	5104	134,168	263,693	<b>457,981</b>
QLD	Townsville City Council	2,230,838	0.45%	1,487,225	195032	5,126,774	6,613,999	<b>8,844,837</b>
QLD	Western Downs Regional Council	3,465,660	0.69%	2,310,440	34585	909,130	3,219,570	<b>6,685,230</b>
QLD	Whitsunday Regional Council	1,050,537	0.21%	700,358	35357	929,424	1,629,782	<b>2,680,319</b>
QLD	Winton Shire Council	1,066,785	0.21%	711,190	1153	30,309	741,499	<b>1,808,284</b>
QLD	Woorabinda Aboriginal Council	31,555	0.01%	21,037	1016	26,707	47,744	<b>79,299</b>
QLD	Wujal Wujal Aboriginal Shire Council	9,956	0.00%	6,637	312	8,201	14,839	<b>24,795</b>
QLD	Yarrabah Community Council	45,250	0.01%	30,167	2901	76,258	106,425	<b>151,675</b>
SA	Adelaide Hills Council	781,415	0.16%	520,943	39,977	1,050,869	1,571,812	<b>2,353,227</b>
SA	Adelaide Plains Council	345,459	0.07%	230,306	9,137	240,183	470,489	<b>815,948</b>
SA	Alexandrina Council	685,920	0.14%	457,280	27,427	720,969	1,178,249	<b>1,864,169</b>
SA	Anangu Pitjantjatjara Yankunytjatjara	234,437	0.05%	156,291	2,573	67,636	223,927	<b>458,364</b>
SA	Barunga West Council	279,118	0.06%	186,079	2,563	67,373	253,452	<b>532,570</b>
SA	Campbelltown City Council (SA)	618,860	0.12%	412,573	52,192	1,371,962	1,784,536	<b>2,403,396</b>
SA	City of Adelaide	337,528	0.07%	225,019	25456	669,158	894,176	<b>1,231,704</b>
SA	City of Charles Sturt	1,297,277	0.26%	864,851	118943	3,126,635	3,991,486	<b>5,288,763</b>
SA	City of Holdfast Bay	454,947	0.09%	303,298	37,435	984,048	1,287,346	<b>1,742,293</b>
SA	City of Marion	1,057,753	0.21%	705,169	93448	2,456,452	3,161,621	<b>4,219,374</b>

SA	City of Mitcham	847,802	0.17%	565,201	67474	1,773,678	2,338,879	<b>3,186,681</b>
SA	City of Mount Gambier	486,995	0.10%	324,663	27275	716,973	1,041,637	<b>1,528,632</b>
SA	City of Norwood Payneham and St Peters	444,393	0.09%	296,262	37056	974,085	1,270,347	<b>1,714,740</b>
SA	City of Onkaparinga	2,463,485	0.49%	1,642,323	172938	4,545,993	6,188,316	<b>8,651,801</b>
SA	City of Playford	1,394,838	0.28%	929,892	94848	2,493,254	3,423,146	<b>4,817,984</b>
SA	City of Port Adelaide Enfield	1,452,265	0.29%	968,177	127740	3,357,880	4,326,057	<b>5,778,322</b>
SA	City of Port Lincoln	306,196	0.06%	204,131	14718	386,890	591,020	<b>897,216</b>
SA	City of Prospect	286,180	0.06%	190,787	21520	565,693	756,479	<b>1,042,659</b>
SA	City of Salisbury	1,683,846	0.34%	1,122,564	143560	3,773,738	4,896,302	<b>6,580,148</b>
SA	City of Tea Tree Gully	1,213,751	0.24%	809,167	100261	2,635,544	3,444,712	<b>4,658,463</b>
SA	City of Victor Harbor	355,740	0.07%	237,160	15465	406,526	643,686	<b>999,426</b>
SA	City of West Torrens	699,514	0.14%	466,343	60842	1,599,344	2,065,686	<b>2,765,200</b>
SA	Clare and Gilbert Valleys Council	477,275	0.10%	318,183	9424	247,727	565,910	<b>1,043,185</b>
SA	Coorong District Council	751,813	0.15%	501,209	5429	142,711	643,920	<b>1,395,733</b>
SA	Copper Coast Council	412,199	0.08%	274,799	15010	394,565	669,365	<b>1,081,564</b>
SA	Corporation of The City of Unley	462,672	0.09%	308,448	39208	1,030,654	1,339,102	<b>1,801,774</b>
SA	Corporation of the Town of Walkerville	160,941	0.03%	107,294	8000	210,295	317,589	<b>478,530</b>
SA	Department of Planning, Transport and Infrastructure	4,480,435	0.90%	2,986,957	2948	77,494	3,064,450	<b>7,544,885</b>
SA	District Council of Ceduna	529,407	0.11%	352,938	3442	90,479	443,417	<b>972,824</b>
SA	District Council of Cleve	483,287	0.10%	322,191	1792	47,106	369,297	<b>852,584</b>
SA	District Council of Coober Pedy	129,085	0.03%	86,057	1834	48,210	134,267	<b>263,352</b>

SA	District Council of Elliston	498,641	0.10%	332,427	1008	26,497	358,924	<b>857,565</b>
SA	District Council of Franklin Harbour	303,556	0.06%	202,371	1304	34,278	236,649	<b>540,205</b>
SA	District Council of Grant	423,450	0.08%	282,300	8584	225,646	507,946	<b>931,396</b>
SA	District Council of Karoonda East Murray	427,543	0.09%	285,029	1107	29,100	314,128	<b>741,671</b>
SA	District Council of Kimba	389,012	0.08%	259,341	1065	27,995	287,337	<b>676,349</b>
SA	District Council of Lower Eyre Peninsula	508,294	0.10%	338,863	5780	151,938	490,801	<b>999,095</b>
SA	District Council of Loxton Waikerie	825,615	0.17%	550,410	11743	308,686	859,096	<b>1,684,711</b>
SA	District Council of Mount Remarkable	453,865	0.09%	302,577	2909	76,468	379,045	<b>832,910</b>
SA	District Council of Orroroo/Carrieton	341,598	0.07%	227,732	850	22,344	250,076	<b>591,674</b>
SA	District Council of Peterborough	330,216	0.07%	220,144	1687	44,346	264,490	<b>594,706</b>
SA	District Council of Robe	191,267	0.04%	127,511	1450	38,116	165,627	<b>356,894</b>
SA	District Council of Streaky Bay	551,708	0.11%	367,805	2192	57,621	425,426	<b>977,134</b>
SA	District Council of Tumby Bay	348,744	0.07%	232,496	2702	71,027	303,523	<b>652,267</b>
SA	District Council of Yankalilla	245,369	0.05%	163,579	5572	146,470	310,050	<b>555,419</b>
SA	Gerard Reserve Council Inc	102,392	0.02%	68,261	225	5,915	74,176	<b>176,568</b>
SA	Kangaroo Island Council	487,807	0.10%	325,205	4983	130,987	456,192	<b>943,999</b>
SA	Kingston District Council	340,359	0.07%	226,906	2371	62,326	289,232	<b>629,591</b>
SA	Light Regional Council	505,918	0.10%	337,279	15359	403,739	741,018	<b>1,246,936</b>
SA	Maralinga Tjarutja	136,599	0.03%	91,066	64	1,682	92,748	<b>229,347</b>
SA	Mid Murray Council	745,746	0.15%	497,164	9094	239,052	736,216	<b>1,481,962</b>
SA	Naracoorte Lucindale Council	573,718	0.11%	382,479	8555	224,884	607,363	<b>1,181,081</b>

SA	Nipapanha Community Aboriginal Corporation	102,304	0.02%	68,203	86	2,261	70,463	<b>172,767</b>
SA	Northern Areas Council	489,849	0.10%	326,566	4619	121,419	447,985	<b>937,834</b>
SA	Port Augusta City Council	369,020	0.07%	246,013	13862	364,388	610,401	<b>979,421</b>
SA	Port Pirie Regional Council	555,731	0.11%	370,487	17634	463,542	834,029	<b>1,389,760</b>
SA	Regional Council of Goyder	767,234	0.15%	511,489	4190	110,142	621,631	<b>1,388,865</b>
SA	Renmark Paringa Council	307,491	0.06%	204,994	9907	260,424	465,418	<b>772,909</b>
SA	Roxby Downs Council	146,865	0.03%	97,910	3954	103,938	201,848	<b>348,713</b>
SA	Southern Mallee District Council	489,276	0.10%	326,184	2080	54,677	380,861	<b>870,137</b>
SA	Tatiara District Council	648,849	0.13%	432,566	6816	179,171	611,737	<b>1,260,586</b>
SA	The Barossa Council	565,108	0.11%	376,739	25021	657,723	1,034,462	<b>1,599,570</b>
SA	The Berri Barmera Council	299,755	0.06%	199,837	10842	285,002	484,839	<b>784,594</b>
SA	The City of Burnside	567,219	0.11%	378,146	45816	1,204,358	1,582,504	<b>2,149,723</b>
SA	The Corporation of The City of Whyalla	467,667	0.09%	311,778	21665	569,504	881,282	<b>1,348,949</b>
SA	The District Council of Mount Barker	676,351	0.14%	450,901	36571	961,336	1,412,237	<b>2,088,588</b>
SA	The Flinders Ranges Council	386,357	0.08%	257,571	1692	44,477	302,049	<b>688,406</b>
SA	The Rural City of Murray Bridge	571,938	0.11%	381,292	22495	591,322	972,614	<b>1,544,552</b>
SA	Town of Gawler	405,562	0.08%	270,375	24416	641,819	912,194	<b>1,317,756</b>
SA	Wakefield Regional Council	619,143	0.12%	412,762	6838	179,749	592,511	<b>1,211,654</b>
SA	Wattle Range Council	629,298	0.13%	419,532	12041	316,520	736,052	<b>1,365,350</b>
SA	Wudinna District Council	484,719	0.10%	323,146	1300	34,173	357,319	<b>842,038</b>
SA	Yalata Anangu Aboriginal Corporation	125,977	0.03%	83,985	255	6,703	90,688	<b>216,665</b>



SA	Yorke Peninsula Council	903,914	0.18%	602,609	11324	297,672	900,281	<b>1,804,195</b>
TAS	Break O'Day Council	647,406	0.13%	431,604	6,288	165,292	596,896	<b>1,244,302</b>
TAS	Brighton Council	249,567	0.05%	166,378	17,675	464,620	630,998	<b>880,565</b>
TAS	Central Coast Council	771,586	0.15%	514,391	21,938	576,681	1,091,071	<b>1,862,657</b>
TAS	Central Highlands Council	589,128	0.12%	392,752	2,130	55,991	448,743	<b>1,037,871</b>
TAS	Circular Head Council	803,241	0.16%	535,494	8,078	212,345	747,839	<b>1,551,080</b>
TAS	City of Burnie	484,186	0.10%	322,791	19,550	513,908	836,698	<b>1,320,884</b>
TAS	Clarence City Council	649,937	0.13%	433,291	57,807	1,519,563	1,952,854	<b>2,602,791</b>
TAS	Derwent Valley Council	378,807	0.08%	252,538	10,424	274,014	526,552	<b>905,359</b>
TAS	Devonport City Council	506,733	0.10%	337,822	25,633	673,810	1,011,632	<b>1,518,365</b>
TAS	Dorset Council	751,168	0.15%	500,779	6,634	174,387	675,166	<b>1,426,334</b>
TAS	Flinders Council	298,905	0.06%	199,270	1,010	26,550	225,820	<b>524,725</b>
TAS	George Town Council	333,105	0.07%	222,070	6,968	183,167	405,237	<b>738,342</b>
TAS	Glamorgan Spring Bay Council	401,087	0.08%	267,391	4,602	120,972	388,363	<b>789,450</b>
TAS	Glenorchy City Council	578,903	0.12%	385,935	47,969	1,260,953	1,646,889	<b>2,225,792</b>
TAS	Hobart City Council	685,131	0.14%	456,754	54,649	1,436,549	1,893,303	<b>2,578,434</b>
TAS	Huon Valley Council	664,685	0.13%	443,123	17,561	461,623	904,746	<b>1,569,431</b>
TAS	Kentish Council	467,855	0.09%	311,903	6,315	166,001	477,905	<b>945,760</b>
TAS	King Island Council	414,531	0.08%	276,354	1,610	42,322	318,676	<b>733,207</b>
TAS	Kingborough Council	596,102	0.12%	397,401	38,310	1,007,049	1,404,450	<b>2,000,552</b>
TAS	Latrobe Council	311,061	0.06%	207,374	11,638	305,926	513,300	<b>824,361</b>
TAS	Launceston City Council	1,206,930	0.24%	804,620	68,007	1,787,689	2,592,309	<b>3,799,239</b>
TAS	Meander Valley Council	874,333	0.17%	582,889	19,844	521,636	1,104,525	<b>1,978,858</b>
TAS	Northern Midlands Council	960,937	0.19%	640,625	13,437	353,216	993,841	<b>1,954,778</b>

TAS	Sorell Council	387,296	0.08%	258,197	15,603	410,153	668,351	<b>1,055,647</b>
TAS	Southern Midlands Council	665,531	0.13%	443,687	6,290	165,344	609,032	<b>1,274,563</b>
TAS	Tasman Council	208,283	0.04%	138,855	2,414	63,456	202,312	<b>410,595</b>
TAS	Waratah-Wynyard Council	564,684	0.11%	376,456	13,828	363,494	739,950	<b>1,304,634</b>
TAS	West Coast Council	304,282	0.06%	202,855	4,175	109,748	312,602	<b>616,884</b>
TAS	West Tamar Council	519,602	0.10%	346,401	24,070	632,724	979,125	<b>1,498,727</b>
VIC	Alpine Shire Council	710,300	0.14%	473,533	12814	336,839	810,373	<b>1,520,673</b>
VIC	Ararat Rural City Council	1,461,358	0.29%	974,239	11845	311,368	1,285,606	<b>2,746,964</b>
VIC	Banyule City Council	617,878	0.12%	411,919	131631	3,460,162	3,872,081	<b>4,489,959</b>
VIC	Bass Coast Shire Council	923,666	0.18%	615,777	36320	954,738	1,570,515	<b>2,494,181</b>
VIC	Baw Baw Shire Council	1,795,027	0.36%	1,196,685	53396	1,403,612	2,600,297	<b>4,395,324</b>
VIC	Bayside City Council	370,932	0.07%	247,288	106862	2,809,064	3,056,352	<b>3,427,284</b>
VIC	Benalla Rural City Council	975,055	0.20%	650,037	14037	368,988	1,019,025	<b>1,994,080</b>
VIC	Borough of Queenscliffe	38,179	0.01%	25,453	2940	77,283	102,736	<b>140,915</b>
VIC	Brimbank City Council	1,132,617	0.23%	755,078	209523	5,507,696	6,262,774	<b>7,395,391</b>
VIC	Buloke Shire Council	1,599,763	0.32%	1,066,509	6124	160,981	1,227,489	<b>2,827,252</b>
VIC	Campaspe Shire Council	2,622,795	0.52%	1,748,530	37622	988,963	2,737,493	<b>5,360,288</b>
VIC	Cardinia Shire Council	1,691,139	0.34%	1,127,426	112159	2,948,305	4,075,731	<b>5,766,870</b>
VIC	Casey City Council	1,633,695	0.33%	1,089,130	353872	9,302,175	10,391,305	<b>12,025,000</b>
VIC	Central Goldfields Shire Council	789,546	0.16%	526,364	13186	346,618	872,982	<b>1,662,528</b>
VIC	City of Ballarat	1,532,905	0.31%	1,021,937	109505	2,878,540	3,900,477	<b>5,433,382</b>
VIC	City of Boroondara	593,811	0.12%	395,874	183199	4,815,722	5,211,596	<b>5,805,407</b>
VIC	City of Darebin	581,561	0.12%	387,707	164184	4,315,878	4,703,585	<b>5,285,146</b>

VIC	City of Greater Bendigo	2,245,916	0.45%	1,497,277	118093	3,104,291	4,601,569	<b>6,847,485</b>
VIC	City of Greater Dandenong	1,017,807	0.20%	678,538	168201	4,421,472	5,100,010	<b>6,117,817</b>
VIC	City of Greater Shepparton	2,033,496	0.41%	1,355,664	66498	1,748,022	3,103,686	<b>5,137,182</b>
VIC	City of Melbourne	468,698	0.09%	312,465	178955	4,704,160	5,016,626	<b>5,485,324</b>
VIC	City of Monash	806,518	0.16%	537,679	202847	5,332,206	5,869,884	<b>6,676,402</b>
VIC	City of Port Phillip	277,686	0.06%	185,124	115601	3,038,784	3,223,908	<b>3,501,594</b>
VIC	City of Warrnambool	425,024	0.09%	283,349	35181	924,797	1,208,146	<b>1,633,170</b>
VIC	City of Wodonga	541,081	0.11%	360,721	42083	1,106,229	1,466,950	<b>2,008,031</b>
VIC	Colac Otway Shire Council	1,703,200	0.34%	1,135,467	21564	566,849	1,702,316	<b>3,405,516</b>
VIC	Corangamite Shire Council	2,285,555	0.46%	1,523,703	16020	421,115	1,944,818	<b>4,230,373</b>
VIC	Department of Environment , Land, Water and Planning	27,143	0.01%	18,095	881	23,159	41,254	<b>68,397</b>
VIC	East Gippsland Shire Council	2,994,961	0.60%	1,996,641	47316	1,243,788	3,240,429	<b>6,235,390</b>
VIC	Frankston City Council	743,911	0.15%	495,941	142643	3,749,633	4,245,574	<b>4,989,485</b>
VIC	Gannawarra Shire Council	1,317,955	0.26%	878,637	10472	275,276	1,153,912	<b>2,471,867</b>
VIC	Glen Eira City Council	423,694	0.08%	282,463	156511	4,114,179	4,396,641	<b>4,820,335</b>
VIC	Glenelg Shire Council	2,273,611	0.45%	1,515,741	19674	517,167	2,032,908	<b>4,306,519</b>
VIC	Golden Plains Shire Council	1,333,655	0.27%	889,103	23722	623,576	1,512,680	<b>2,846,335</b>
VIC	Hepburn Shire Council	968,830	0.19%	645,887	15975	419,932	1,065,819	<b>2,034,649</b>
VIC	Hindmarsh Shire Council	1,080,798	0.22%	720,532	5588	146,891	867,423	<b>1,948,221</b>
VIC	Hobsons Bay City Council	477,167	0.10%	318,111	97751	2,569,564	2,887,676	<b>3,364,843</b>
VIC	Horsham Rural City Council	1,428,396	0.29%	952,264	19921	523,660	1,475,924	<b>2,904,320</b>
VIC	Hume City Council	1,618,480	0.32%	1,078,987	233471	6,137,214	7,216,200	<b>8,834,680</b>
VIC	Indigo Shire Council	1,068,549	0.21%	712,366	16701	439,016	1,151,382	<b>2,219,931</b>

VIC	Kingston City Council	817,982	0.16%	545,321	165782	4,357,884	4,903,205	<b>5,721,187</b>
VIC	Knox City Council	732,902	0.15%	488,601	164538	4,325,183	4,813,785	<b>5,546,687</b>
VIC	Latrobe City Council	1,700,085	0.34%	1,133,390	75561	1,986,260	3,119,650	<b>4,819,735</b>
VIC	Loddon Shire Council	2,387,726	0.48%	1,591,817	7504	197,256	1,789,074	<b>4,176,800</b>
VIC	Macedon Ranges Shire Council	1,441,216	0.29%	960,811	50231	1,320,414	2,281,225	<b>3,722,441</b>
VIC	Manningham City Council	536,402	0.11%	357,601	127573	3,353,490	3,711,092	<b>4,247,494</b>
VIC	Mansfield Shire Council	591,593	0.12%	394,395	9176	241,208	635,603	<b>1,227,196</b>
VIC	Maribyrnong City Council	357,936	0.07%	238,624	93448	2,456,452	2,695,076	<b>3,053,012</b>
VIC	Maroondah City Council	508,205	0.10%	338,803	118558	3,116,515	3,455,318	<b>3,963,523</b>
VIC	Melton City Council	1,260,918	0.25%	840,612	164895	4,334,568	5,175,180	<b>6,436,098</b>
VIC	Mildura Rural City Council	2,704,817	0.54%	1,803,211	55777	1,466,201	3,269,412	<b>5,974,229</b>
VIC	Mitchell Shire Council	1,174,256	0.23%	782,837	46082	1,211,350	1,994,187	<b>3,168,443</b>
VIC	Moira Shire Council	2,544,893	0.51%	1,696,595	29925	786,634	2,483,229	<b>5,028,122</b>
VIC	Moonee Valley City Council	460,051	0.09%	306,701	130294	3,425,017	3,731,717	<b>4,191,768</b>
VIC	Moorabool Shire Council	1,281,703	0.26%	854,469	35049	921,327	1,775,796	<b>3,057,499</b>
VIC	Moreland City Council	608,790	0.12%	405,860	185767	4,883,226	5,289,086	<b>5,897,876</b>
VIC	Mornington Peninsula Shire Council	1,609,639	0.32%	1,073,093	167636	4,406,620	5,479,712	<b>7,089,351</b>
VIC	Mount Alexander Shire Council	1,082,212	0.22%	721,475	19754	519,270	1,240,745	<b>2,322,957</b>
VIC	Moyne Shire Council	2,717,903	0.54%	1,811,935	16953	445,641	2,257,576	<b>4,975,479</b>
VIC	Murrindindi Shire Council	1,083,272	0.22%	722,181	14570	382,999	1,105,181	<b>2,188,453</b>
VIC	Nillumbik Shire Council	739,151	0.15%	492,767	65094	1,711,115	2,203,883	<b>2,943,034</b>
VIC	Northern Grampians Shire Council	1,857,984	0.37%	1,238,656	11402	299,722	1,538,379	<b>3,396,363</b>

VIC	Pyrenees Shire Council	1,394,921	0.28%	929,947	7472	196,415	1,126,363	<b>2,521,284</b>
VIC	Rural City of Wangaratta	1,554,045	0.31%	1,036,030	29187	767,234	1,803,264	<b>3,357,309</b>
VIC	South Gippsland Shire Council	2,384,531	0.48%	1,589,687	29914	786,344	2,376,032	<b>4,760,563</b>
VIC	Southern Grampians Shire Council	1,985,254	0.40%	1,323,503	16100	423,218	1,746,721	<b>3,731,975</b>
VIC	Stonnington City Council	298,182	0.06%	198,788	117768	3,095,748	3,294,536	<b>3,592,718</b>
VIC	Strathbogie Shire Council	1,439,568	0.29%	959,712	10781	283,398	1,243,110	<b>2,682,678</b>
VIC	Surf Coast Shire	1,051,060	0.21%	700,707	33456	879,452	1,580,159	<b>2,631,219</b>
VIC	Swan Hill Rural City Council	1,434,158	0.29%	956,105	20649	542,797	1,498,902	<b>2,933,060</b>
VIC	The Greater Geelong City Council	2,183,504	0.44%	1,455,669	258934	6,806,555	8,262,225	<b>10,445,729</b>
VIC	Towong Shire Council	1,166,232	0.23%	777,488	6040	158,772	936,261	<b>2,102,493</b>
VIC	Wellington Shire Council	3,156,576	0.63%	2,104,384	44380	1,166,610	3,270,994	<b>6,427,570</b>
VIC	West Wimmera Shire Council	1,528,011	0.31%	1,018,674	3841	100,968	1,119,642	<b>2,647,653</b>
VIC	Whitehorse City Council	671,440	0.13%	447,627	178739	4,698,483	5,146,109	<b>5,817,549</b>
VIC	Whittlesea City Council	1,417,408	0.28%	944,939	230238	6,052,228	6,997,167	<b>8,414,575</b>
VIC	Wyndham City Council	1,501,801	0.30%	1,001,201	270487	7,110,247	8,111,448	<b>9,613,249</b>
VIC	Yarra City Council	259,126	0.05%	172,751	101495	2,667,982	2,840,733	<b>3,099,859</b>
VIC	Yarra Ranges Shire Council	2,146,363	0.43%	1,430,909	159462	4,191,751	5,622,660	<b>7,769,023</b>
VIC	Yarriambiack Shire Council	1,322,974	0.26%	881,983	6639	174,518	1,056,501	<b>2,379,475</b>
WA	City of Albany	1,196,421	0.24%	797,614	38053	1,000,293	1,797,907	<b>2,994,328</b>
WA	City of Armadale	953,448	0.19%	635,632	90797	2,386,766	3,022,398	<b>3,975,846</b>
WA	City of Bayswater	540,256	0.11%	360,171	68362	1,797,021	2,157,191	<b>2,697,447</b>
WA	City of Belmont	383,751	0.08%	255,834	42078	1,106,097	1,361,931	<b>1,745,682</b>
WA	City of Bunbury	593,130	0.12%	395,420	31644	831,821	1,227,241	<b>1,820,371</b>

WA	City of Busselton	961,870	0.19%	641,247	39623	1,041,563	1,682,810	<b>2,644,680</b>
WA	City of Canning	883,037	0.18%	588,691	92888	2,441,731	3,030,423	<b>3,913,460</b>
WA	City of Cockburn	1,077,107	0.22%	718,071	114320	3,005,111	3,723,182	<b>4,800,289</b>
WA	City of Fremantle	293,902	0.06%	195,935	31084	817,100	1,013,035	<b>1,306,937</b>
WA	City of Gosnells	1,097,399	0.22%	731,599	124081	3,261,697	3,993,296	<b>5,090,695</b>
WA	City of Greater Geraldton	1,323,252	0.26%	882,168	38288	1,006,470	1,888,638	<b>3,211,890</b>
WA	City of Joondalup	1,439,855	0.29%	959,903	159806	4,200,794	5,160,697	<b>6,600,552</b>
WA	City of Kalamunda	760,081	0.15%	506,721	58954	1,549,714	2,056,435	<b>2,816,516</b>
WA	City of Kalgoorlie-Boulder	1,048,825	0.21%	699,217	29469	774,647	1,473,863	<b>2,522,688</b>
WA	City of Karratha	604,179	0.12%	402,786	22716	597,132	999,918	<b>1,604,097</b>
WA	City of Kwinana	534,720	0.11%	356,480	45092	1,185,326	1,541,806	<b>2,076,526</b>
WA	City of Mandurah	877,524	0.18%	585,016	86474	2,273,128	2,858,144	<b>3,735,668</b>
WA	City of Melville	744,218	0.15%	496,145	102307	2,689,327	3,185,473	<b>3,929,691</b>
WA	City of Nedlands	221,420	0.04%	147,613	22599	594,056	741,670	<b>963,090</b>
WA	City of Perth	326,240	0.07%	217,493	28832	757,902	975,395	<b>1,301,635</b>
WA	City of Rockingham	1,343,042	0.27%	895,361	135943	3,573,511	4,468,873	<b>5,811,915</b>
WA	City of South Perth	300,516	0.06%	200,344	43773	1,150,654	1,350,998	<b>1,651,514</b>
WA	City of Stirling	1,431,569	0.29%	954,379	221040	5,810,442	6,764,821	<b>8,196,390</b>
WA	City of Subiaco	159,181	0.03%	106,121	17251	453,474	559,595	<b>718,776</b>
WA	City of Swan	1,721,380	0.34%	1,147,587	147353	3,873,444	5,021,031	<b>6,742,411</b>
WA	City of Vincent	270,557	0.05%	180,371	36561	961,073	1,141,444	<b>1,412,001</b>
WA	City of Wanneroo	1,973,047	0.39%	1,315,365	208237	5,473,892	6,789,256	<b>8,762,303</b>
WA	Collie Shire Council	339,254	0.07%	226,169	8672	227,959	454,129	<b>793,383</b>
WA	Morawa Shire Council	398,927	0.08%	265,951	674	17,717	283,669	<b>682,596</b>

WA	Mt Magnet Shire Council	241,374	0.05%	160,916	454	11,934	172,850	<b>414,224</b>
WA	Narembeen Shire Council	546,842	0.11%	364,561	845	22,212	386,774	<b>933,616</b>
WA	Shire of Ashburton	773,161	0.15%	515,441	13305	349,746	865,187	<b>1,638,348</b>
WA	Shire of Augusta Margaret River	685,838	0.14%	457,225	16172	425,111	882,336	<b>1,568,174</b>
WA	Shire of Beverley	340,469	0.07%	226,979	1758	46,212	273,192	<b>613,661</b>
WA	Shire of Boddington	170,596	0.03%	113,731	1801	47,343	161,073	<b>331,669</b>
WA	Shire of Boyup Brook	457,531	0.09%	305,021	1763	46,344	351,364	<b>808,895</b>
WA	Shire of Bridgetown Greenbushes	460,521	0.09%	307,014	4740	124,600	431,614	<b>892,135</b>
WA	Shire of Brookton	255,450	0.05%	170,300	952	25,025	195,325	<b>450,775</b>
WA	Shire of Broome	612,936	0.12%	408,624	16907	444,432	853,056	<b>1,465,992</b>
WA	Shire of Broomehill-Tambellup	440,962	0.09%	293,975	1108	29,126	323,100	<b>764,062</b>
WA	Shire of Bruce Rock	526,302	0.11%	350,868	940	24,710	375,578	<b>901,880</b>
WA	Shire of Capel	429,394	0.09%	286,263	18161	477,395	763,658	<b>1,193,052</b>
WA	Shire of Carnamah	290,419	0.06%	193,613	534	14,037	207,650	<b>498,069</b>
WA	Shire of Carnarvon	844,041	0.17%	562,694	5182	136,218	698,912	<b>1,542,953</b>
WA	Shire of Chapman Valley	365,437	0.07%	243,625	1513	39,772	283,397	<b>648,834</b>
WA	Shire of Chittering	332,609	0.07%	221,739	5898	155,040	376,779	<b>709,388</b>
WA	Shire of Coolgardie	364,001	0.07%	242,667	3404	89,480	332,148	<b>696,149</b>
WA	Shire of Coorow	388,064	0.08%	258,709	980	25,761	284,470	<b>672,534</b>
WA	Shire of Corrigin	472,092	0.09%	314,728	1133	29,783	344,511	<b>816,603</b>
WA	Shire of Cranbrook	441,469	0.09%	294,313	1057	27,785	322,098	<b>763,567</b>
WA	Shire of Cuballing	247,768	0.05%	165,179	850	22,344	187,522	<b>435,290</b>
WA	Shire of Cue	340,300	0.07%	226,867	143	3,759	230,626	<b>570,926</b>

WA	Shire of Cunderdin	366,491	0.07%	244,327	1422	37,380	281,707	<b>648,198</b>
WA	Shire of Dalwallinu	759,910	0.15%	506,607	1401	36,828	543,435	<b>1,303,345</b>
WA	Shire of Dandaragan	590,929	0.12%	393,953	3266	85,853	479,805	<b>1,070,734</b>
WA	Shire of Dardanup	352,834	0.07%	235,223	14449	379,818	615,041	<b>967,875</b>
WA	Shire of Denmark	349,937	0.07%	233,291	6215	163,373	396,664	<b>746,601</b>
WA	Shire of Derby/West Kimberley	741,830	0.15%	494,553	8202	215,605	710,158	<b>1,451,988</b>
WA	Shire of Donnybrook Balingup	460,254	0.09%	306,836	6095	160,218	467,054	<b>927,308</b>
WA	Shire of Dowerin	383,746	0.08%	255,831	671	17,638	273,469	<b>657,215</b>
WA	Shire of Dumbleyung	428,622	0.09%	285,748	665	17,481	303,229	<b>731,851</b>
WA	Shire of Dundas	287,877	0.06%	191,918	714	18,769	210,687	<b>498,564</b>
WA	Shire of East Pilbara	1,196,498	0.24%	797,665	10928	287,263	1,084,928	<b>2,281,426</b>
WA	Shire of Esperance	1,860,938	0.37%	1,240,625	14225	373,930	1,614,556	<b>3,475,494</b>
WA	Shire of Exmouth	304,249	0.06%	202,833	2871	75,470	278,302	<b>582,551</b>
WA	Shire of Gingin	582,112	0.12%	388,075	5273	138,610	526,685	<b>1,108,797</b>
WA	Shire of Gnowangerup	429,708	0.09%	286,472	1200	31,544	318,016	<b>747,724</b>
WA	Shire of Goomalling	271,061	0.05%	180,707	1002	26,339	207,047	<b>478,108</b>
WA	Shire of Halls Creek	537,818	0.11%	358,545	3454	90,795	449,340	<b>987,158</b>
WA	Shire of Harvey	668,755	0.13%	445,837	27975	735,374	1,181,211	<b>1,849,966</b>
WA	Shire of Irwin	250,934	0.05%	167,289	3567	93,765	261,054	<b>511,988</b>
WA	Shire of Jerramungup	437,340	0.09%	291,560	1127	29,625	321,185	<b>758,525</b>
WA	Shire of Katanning	351,812	0.07%	234,541	4042	106,251	340,793	<b>692,605</b>
WA	Shire of Kellerberrin	401,837	0.08%	267,891	1195	31,413	299,304	<b>701,141</b>
WA	Shire of Kent	501,554	0.10%	334,369	559	14,694	349,064	<b>850,618</b>



WA	Shire of Kojoonup	469,411	0.09%	312,941	1939	50,970	363,911	<b>833,322</b>
WA	Shire of Kondinin	543,234	0.11%	362,156	857	22,528	384,684	<b>927,918</b>
WA	Shire of Koorda	439,707	0.09%	293,138	406	10,672	303,810	<b>743,517</b>
WA	Shire of Kulin	571,720	0.11%	381,147	761	20,004	401,151	<b>972,871</b>
WA	Shire of Lake Grace	860,569	0.17%	573,713	1263	33,200	606,913	<b>1,467,482</b>
WA	Shire of Laverton	533,569	0.11%	355,713	1197	31,465	387,178	<b>920,747</b>
WA	Shire Of Leonora	440,415	0.09%	293,610	1526	40,114	333,724	<b>774,139</b>
WA	Shire of Manjimup	912,987	0.18%	608,658	9111	239,499	848,157	<b>1,761,144</b>
WA	Shire of Meekatharra	822,435	0.16%	548,290	983	25,840	574,130	<b>1,396,565</b>
WA	Shire of Menzies	547,445	0.11%	364,963	520	13,669	378,633	<b>926,078</b>
WA	Shire of Merredin	573,735	0.11%	382,490	3365	88,455	470,945	<b>1,044,680</b>
WA	Shire of Mingenew	242,903	0.05%	161,935	427	11,224	173,160	<b>416,063</b>
WA	Shire of Moora	507,857	0.10%	338,571	2374	62,405	400,976	<b>908,833</b>
WA	Shire of Mt Marshall	593,001	0.12%	395,334	519	13,643	408,977	<b>1,001,978</b>
WA	Shire of Mukinbudin	375,754	0.08%	250,503	533	14,011	264,514	<b>640,268</b>
WA	Shire of Mundaring	709,881	0.14%	473,254	39100	1,027,815	1,501,069	<b>2,210,950</b>
WA	Shire of Murchison	602,446	0.12%	401,631	162	4,258	405,889	<b>1,008,335</b>
WA	Shire of Murray	588,422	0.12%	392,281	17911	470,823	863,105	<b>1,451,527</b>
WA	Shire of Nannup	343,617	0.07%	229,078	1386	36,434	265,512	<b>609,129</b>
WA	Shire of Narrogin	411,911	0.08%	274,607	4984	131,014	405,621	<b>817,532</b>
WA	Shire of Ngaanyatjaraku	452,936	0.09%	301,957	1750	46,002	347,959	<b>800,895</b>
WA	Shire of Northam	541,406	0.11%	360,937	11049	290,443	651,381	<b>1,192,787</b>
WA	Shire of Northampton	490,301	0.10%	326,867	2944	77,388	404,256	<b>894,557</b>
WA	Shire of Nungarin	230,826	0.05%	153,884	249	6,545	160,429	<b>391,255</b>

WA	Shire of Peppermint Grove	49,642	0.01%	33,095	1732	45,529	78,623	<b>128,265</b>
WA	Shire of Perenjori	571,756	0.11%	381,171	580	15,246	396,417	<b>968,173</b>
WA	Shire of Pingelly	267,597	0.05%	178,398	1147	30,151	208,549	<b>476,146</b>
WA	Shire of Plantagenet	603,014	0.12%	402,009	5263	138,348	540,357	<b>1,143,371</b>
WA	Shire of Quairading	393,347	0.08%	262,231	999	26,261	288,492	<b>681,839</b>
WA	Shire of Ravensthorpe	513,120	0.10%	342,080	1558	40,955	383,035	<b>896,155</b>
WA	Shire of Sandstone	321,792	0.06%	214,528	79	2,077	216,605	<b>538,397</b>
WA	Shire of Serpentine Jarrahdale	673,030	0.13%	448,687	32562	855,952	1,304,639	<b>1,977,669</b>
WA	Shire of Shark Bay	334,062	0.07%	222,708	939	24,683	247,391	<b>581,453</b>
WA	Shire of Tammin	223,588	0.04%	149,059	398	10,462	159,521	<b>383,109</b>
WA	Shire of Three Springs	329,104	0.07%	219,403	573	15,062	234,465	<b>563,569</b>
WA	Shire of Toodyay	398,695	0.08%	265,797	4458	117,187	382,983	<b>781,678</b>
WA	Shire of Trayning	328,913	0.07%	219,275	352	9,253	228,528	<b>557,441</b>
WA	Shire of Upper Gascoyne	624,873	0.12%	416,582	285	7,492	424,074	<b>1,048,947</b>
WA	Shire of Victoria Plains	381,412	0.08%	254,275	914	24,026	278,301	<b>659,713</b>
WA	Shire of Wagin	348,962	0.07%	232,641	1786	46,948	279,590	<b>628,552</b>
WA	Shire of Wandering	182,690	0.04%	121,793	424	11,146	132,939	<b>315,629</b>
WA	Shire of Waroona	289,346	0.06%	192,897	4212	110,720	303,617	<b>592,963</b>
WA	Shire of West Arthur	366,694	0.07%	244,463	780	20,504	264,966	<b>631,660</b>
WA	Shire of Westonia	361,232	0.07%	240,821	306	8,044	248,865	<b>610,097</b>
WA	Shire of Wickpin	363,886	0.07%	242,591	714	18,769	261,359	<b>625,245</b>
WA	Shire of Williams	232,929	0.05%	155,286	1010	26,550	181,836	<b>414,765</b>
WA	Shire of Wiluna	579,699	0.12%	386,466	684	17,980	404,446	<b>984,145</b>
WA	Shire of Wongan-Ballidu	544,750	0.11%	363,167	1288	33,857	397,024	<b>941,774</b>

WA	Shire of Woodanilling	233,504	0.05%	155,669	430	11,303	166,973	<b>400,477</b>
WA	Shire of Wyalkatchem	320,734	0.06%	213,823	492	12,933	226,756	<b>547,490</b>
WA	Shire of Wyndham East Kimberley	629,418	0.13%	419,612	7338	192,893	612,505	<b>1,241,923</b>
WA	Shire of Yalgoo	414,110	0.08%	276,073	356	9,358	285,431	<b>699,541</b>
WA	Shire of Yilgarn	943,522	0.19%	629,015	1163	30,572	659,586	<b>1,603,108</b>
WA	Shire of York	433,684	0.09%	289,123	3575	93,975	383,098	<b>816,782</b>
WA	Town of Bassendean	175,777	0.04%	117,185	15823	415,937	533,121	<b>708,898</b>
WA	Town of Cambridge	281,804	0.06%	187,869	28867	758,822	946,691	<b>1,228,495</b>
WA	Town of Claremont	104,010	0.02%	69,340	10712	281,585	350,925	<b>454,935</b>
WA	Town of Cottesloe	103,767	0.02%	69,178	8251	216,893	286,071	<b>389,838</b>
WA	Town of East Fremantle	84,181	0.02%	56,121	7837	206,010	262,131	<b>346,312</b>
WA	Town of Mosman Park	92,018	0.02%	61,345	9111	239,499	300,845	<b>392,863</b>
WA	Town of Port Hedland	510,728	0.10%	340,485	15144	398,088	738,573	<b>1,249,301</b>
WA	Town of Victoria Park	274,425	0.05%	182,950	36962	971,614	1,154,564	<b>1,428,989</b>
	<b>TOTAL</b>	<b>499,999,981</b>	<b>100%</b>	<b>333,333,334</b>	<b>25,361,238</b>	<b>666,666,666</b>	<b>1,000,000,000</b>	<b>1,499,999,981</b>



**Australian Government**

**Department of Infrastructure, Transport,  
Regional Development and Communications**

**To: The Hon Michael McCormack MP** (for decision)

**cc:** The Hon Mark Coulton MP (for noting)

**cc:** The Hon Alan Tudge MP (for noting)

**cc:** Mr Simon Atkinson, Secretary

**cc:** Mr David Hallinan, Deputy Secretary Infrastructure

**cc:** Mr Phil Smith, First Assistant Secretary

**Local Roads and Community Infrastructure Program Extension – Request for Approval of Program Guidelines**

**Action required by:** As soon as possible

**Reason:** To provide the Grant Agreements and Grant Guidelines to Councils as early as possible to allow Councils to submit project nominations prior to 1 January 2021.

**Recommendations:**

1. That you **agree** to the Program Guidelines for the Extension to the Local Roads and Community Infrastructure Program at **Attachment B**.

**Agreed / Not Agreed**

2. That you **agree** that you are satisfied, after making reasonable inquiries, that the proposed expenditure under the Extension to the Local Roads and Community Infrastructure Program will be a proper use of relevant money, per section 71 of the *Public Governance, Performance and Accountability Act 2013* (PGPA Act).

**Agreed / Not Agreed**

3. Subject to Recommendations 1-2, that you **note** that the Grant Agreement at **Attachment C** will enter into force once it is signed by the Department of Infrastructure, Transport, Regional Development and Communications and executed by the Eligible Funding Recipient.

**Noted / Please Discuss**

*Michael McCormack*

*12/12/2020*

**The Hon Michael McCormack MP**

**Date:**

**Comments:**

**Key Points:**

1. In the 2020-21 Budget an additional \$1 billion dollars was approved to extend the Local Roads and Community Infrastructure Program Extension (LRCI Program) until 31 December 2021.

2. As agreed by <sup>47C</sup> [REDACTED] the amount of grant funding to be awarded to each Eligible Funding Recipient has been derived from a formula. One third of the allocation will be based on the existing LRCI calculation (based on the Roads to Recovery Program (R2R)) and two thirds of the allocation is based on population.
3. You previously agreed the individual allocations to Eligible Funding Recipients in MS20-001586 and you advised local governments of their allocation under the extension to the program via an email sent by the Department on your behalf on 19 November 2020.

*Legislative Requirements and Legal Authority*

4. Grants under the LRCI Program are authorised by the *Financial Framework (Supplementary Powers) Act 1997* (FFSP Act), *Financial Framework (Supplementary Powers) Regulations* (FFSP Regulations), and in accordance with the PGPA Act and *Commonwealth Grants Rules and Guidelines 2017* (CGRGs).
5. The Department is required to provide you with written advice on the applicable requirements of the legislation above and matters specific to the LRCI Program to inform your decision to approve the making of grants under the LRCI Program (paragraph 4.6 of the *Commonwealth Grant Rules and Guidelines*; these requirements are outlined at Attachment A).
6. This spending proposal is for making grants under the LRCI Program. <sup>§42</sup> [REDACTED]

§42

7. Item 424 in Part 4 of Schedule 1AB of the *Financial Framework (Supplementary Powers) Regulations 1997* provides the necessary legislative authority for the Program.

*Program Guidelines*

8. The Department is seeking your agreement to, and approval to release, the Program Guidelines for the Extension to the Local Roads and Community Infrastructure Program (Phase 2 Program Guidelines) at Attachment B.
9. The Department has drafted the Phase 2 Program Guidelines, which are grant opportunity guidelines, in accordance with the *Public Governance, Performance and Accountability Act 2013* and the *Commonwealth Grant Rules and Guidelines 2017* (CGRGs). The Department has consulted with Legal Services, the Australian Local Government Association, the Department of Finance (Finance) and the Department of Prime Minister and Cabinet (PM&C) in developing the Program Guidelines. Drafts have been provided to your office.
10. Per the Phase 2 Program Guidelines, only Eligible Funding Recipients meeting the eligibility criteria can receive grants. The Eligible Funding Recipients meeting the criteria have been identified, they are:
  - a. all local councils in Australia;
  - b. the ACT Government in lieu of a system of local government;
  - c. relevant state government, the shires of Christmas Island, Cocos (Keeling) Islands and Norfolk Island and the Lord Howe Island Board that provide local council services to 'unincorporated areas' in Australia;
  - d. the NT Government for areas that were unincorporated until 2008 but are yet to transferred to the new councils; and
  - e. the Victorian Department of Environment, Land, Water and Planning for the French Island.

11. The Phase 2 Program Guidelines have undergone the following amendments from the first funding round to improve administrative simplicity and program efficiency:
- a) Section 3: Description and methodology to determine allocations
  - b) Section 3.1: Inclusion of the use it or lose it principle
  - c) Section 4.3: Funding recipients must have at least an executed grant agreement in place from Phase 1 to receive a letter of offer for phase 2
  - d) Section 5.1: Clarity provided around eligible community infrastructure, particularly to include that eligible projects include for something that provides a key community service
  - e) Section 5.2: Additionality has been amended to reflect Australian Government decision
  - f) Section 5.5: Guidance on combining LRCI funds from both phases
  - g) Section 9.3: Funding Recipients need to have nominated projects under Phase 1 to nominate projects under Phase 2
  - h) Section 9.6: Streamlined administration for recipients receiving less than \$500,000. This is about one-third of councils but represents only about 5% of funding.
  - i) Section 11.3: Not requiring funding recipients to engage auditors out of the normal financial cycle
  - j) Section 11.4: Streamlining processes for low value grants (less than \$500,00)
  - k) Section 12.4: Combined sections on public statements/media releases to make it clearer that Australian Government needs to be acknowledged.
12. The Department will prioritise processing for Councils that provide project nominations in December 2020 and indicate that construction is to commence in early 2021.
13. The Department believes the recommended grants represent value for money as they provide temporary, nation-wide funding in a proportional response to the expected economic impacts resulting from COVID-19. Consultations with local councils and experience to date under the LRCI Program has demonstrated that councils have the capacity to deliver a number of smaller, simple projects quickly and within a short period of time to protect and generate jobs.

*Risk Analysis*

14. In line with the CGRGs, the Department has undertaken a self-assessment risk analysis of the LRCI Program and associated guidelines, and determined a low risk rating. Finance and PM&C have agreed with this assessment.
15. As the Phase 2 Program Guidelines have a low risk rating you have authority to the release the Program Guidelines without the requirement to seek approval from the Finance Minister.

*Approval of Proposed Expenditure*

16. You are approving an expenditure of relevant money. In exercising your authority to approve an expenditure of relevant money, you must be satisfied, after making reasonable inquiries, that the proposed expenditure under the LRCI Program is a proper use of relevant money, in accordance with section 71 of the PGPA Act.
17. The Department considers the grants and associated proposed expenditure constitute a proper use of relevant money.
18. The Department will send the signed grant agreement at **Attachment C** to Eligible Funding Recipients.
19. The Grant Agreement will enter into force once executed by the Eligible Funding Recipient.

**Legal/Legislative impacts:**

20. Legal Services has advised that you have the power to approve the making of LRCI Program grants under section 32B of the FFSP Act.

**Stakeholder Implications:**

s47C

22. Any significant changes to the Phase 2 Program Guidelines would require consultation and potentially legal clearance, delaying the finalisation of administrative arrangements and program implementation timeframes.

**Consultation:**

23. The Department has consulted with Legal Services and AGS on the development of the Grant Agreement.

**Sensitivities:**

s47C

**Media Opportunities:**

25. Following the provision of work schedules, the Department will work with your office to identify potential media opportunities, such as potential media releases on the commencement and completion of projects to be funded under the LRCI Program.

Name: Daniel Caruso

Position: Assistant Secretary

Division: Infrastructure Investment

Ph: 02 6274 6522

Mob: s47F

Date: 1 December 2020

Contact Officer: s47F

Director

COVID Recovery Infrastructure

Investment Stimulus

s47F

**Attachments:**

- A: Mandatory Commonwealth Grant Rules and Guidelines requirements for Ministers
- B: Local Roads and Community Infrastructure Program Phase 2 Guidelines
- C: Local Roads and Community Infrastructure Program Phase 2 Grant Agreement



## ATTACHMENT A

**Mandatory *Commonwealth Grants Rules and Guidelines* requirements for Ministers*****Public Governance, Performance and Accountability Act 2013 (PGPA Act)***

The PGPA Act provides that a Minister *must* not approve proposed expenditure of relevant money unless satisfied, after reasonable inquiries, that the expenditure would be a ‘proper’ use of relevant money. The terms of the approval *must* be recorded in writing as soon as practicable after the approval is given. ‘Proper’ when used in relation to the use or management of public resources means efficient, effective, economical and ethical.

On consideration of the information and circumstances outlined in this Brief for the Local Roads and Community Infrastructure (LRCI) Program Extension, the Department considers that the proposed expenditure promotes a proper use and management of public resources through:

- appropriate decision-making processes for the proper use of public resources;
- expenditure will occur when the item referencing the LRCI Program is inserted into the *Financial Framework (Supplementary Powers) Regulations 1997* requirements for oversight and reporting arrangements for activities for program and to address the inappropriate use of resources by officials; and
- manage the financial risks, obligations and opportunities that are associated with the LRCI Program to support the financial sustainability.

The proposed expenditure outlined in this Brief will be paid from appropriations managed by the Department.

- By accepting the recommendations of this Brief, you will be indicating that you are satisfied that the proposed expenditure represents a proper (efficient, effective, economical and ethical) use of relevant money in accordance with section 71(1) of the PGPA Act.
- By signing the Brief you will be meeting the requirement in section 71(3)(a) of the PGPA Act that you record the terms of an approval in writing.

***Commonwealth Grants Rules and Guidelines 2017 (CGRGs)***

In addition to the requirements under the PGPA Act, where the proposed expenditure relates to a grant or group of grants:

- a. You *must* not approve the grant without first receiving written advice from officials on the merits of the proposed grant or group of grants. That advice must meet the requirements of the CGRGs paragraph 4.6. This Brief and attachments constitute our written advice for the purposes of paragraph 4.6; and
- b. You *must* record, in writing, the basis for the approval relative to the grant opportunity guidelines and the key principle of achieving value with relevant money. By signing the Brief, you are recording this in writing.

Ministers may approve grants within their own electorate.

- a. Where a Minister (including a Parliamentary Secretary) approves a proposed grant in their own electorate, the Minister must write to the Minister for Finance advising of the details.
- b. Where there is correspondence to the relevant grantee, a copy of this letter is sufficient, except where the approved proposal was not recommended for funding by Departmental officials. If there is no correspondence, Ministers must write to the Finance Minister advising of the decision as soon as practicable after it is made.



Ministers may approve grants that are not recommended by the relevant officials.

- a. Ministers (including Senators) *must* report annually to the Finance Minister on all instances where they have decided to approve a particular grant which the relevant official has recommended be rejected. The report *must* include a brief statement of reasons (i.e. the basis of the approval for each grant). The report *must* be provided to the Finance Minister by 31 March each year for the preceding calendar year. The Department coordinates this report.
- b. If a decision relates to a Minister's own electorate (House of Representatives members only), the Minister *must* also include this information when writing to the Finance Minister in the context of the process outlined in paragraph 4.11.

### **Reporting Requirements**

There are two circumstances where grants awarded in a Minister's own electorate do not need to be reported.

- i. Senators do not need to report on grants they decide to award in their own state or territory; or
- ii. Where grants are awarded Australia-wide, state-wide, or across a region on the basis of a formula by a Minister, and any of these grants falls in the relevant Minister's electorate, the Minister does not need to report to the Minister for Finance.

In this circumstance, you are not required to report to the Finance Minister because grants awarded under this LRCI Program are awarded Australia wide on the basis of a formula (4.11.c.ii of the CGRGs).

## COVID-19 Local Roads and Community Infrastructure Program Guidelines – Phase 2

<b>Opening date:</b>	<b>XX December 2020</b>
<b>Commonwealth policy entity:</b>	Department of Infrastructure, Transport, Regional Development and Communications
<b>Administering entity</b>	Department of Infrastructure, Transport, Regional Development and Communications
<b>Enquiries:</b>	Any questions should be directed to: Program Manager Local Roads and Community Infrastructure Program IIP@infrastructure.gov.au
<b>Date guidelines released:</b>	<b>XXXX</b>
<b>Type of grant opportunity:</b>	Demand-driven (Eligibility-based)

# Contents

1.	Local Roads and Community Infrastructure Program Process	4
1.1	Introduction	5
2.	About the LRCI Program – Phase 2	5
3.	Grant amount and grant period	6
3.1	Phase 2 – ‘use it or lose it’ principle	6
4.	Eligibility criteria	7
4.1	Who is eligible for a grant?	7
5.	What the grant money can be used for	7
5.1	Eligible grant activity	8
5.2	Maintaining overall capital expenditure	9
5.3	Co-contributions	9
5.4	Eligible construction time period	10
5.6	What the grant money cannot be used for	10
6.	The grant selection process	11
6.1	Who will approve grants?	11
7.	Letter of offer process	11
8.	Notification of outcomes	12
9.	Successful grantees	12
9.1	The Grant Agreement	12
9.2	How we pay the Grant	13
9.3	Grant Payments and GST	17
10.	Announcement of grants	17
11.	Reporting requirements	17
11.1	Quarterly Reports	17
11.2	Annual Report	19
11.3	Audited financial statements	20
11.4	Acquittal process for Low Value Grants	21
11.5	Reconciliation Process	21
11.6	Compliance visits and Record Keeping	21
11.7	Fraud	22
11.8	Specific legislation, policies and industry standards.	22
12.	How we monitor your grant activity	22
12.1	Keeping the Department informed	22
12.2	Department Contact Details	23

12.3	Evaluation	23
12.4	Public information conditions	23
12.6	Signage	23
12.7	Project Events	24
13.	Probity	24
13.1	Enquiries and feedback	24
13.2	Conflicts of interest	25
13.3	How we manage conflicts of interest	25
13.4	Privacy	25
13.5	Confidential Information	26
13.6	Freedom of information	27
14.	Consultation	27
15.	Glossary	28

## 1. Local Roads and Community Infrastructure Program Process

### **The Local Roads and Community Infrastructure (LRCI) Program is designed to achieve Australian Government objectives**

This grant opportunity is part of the LRCI Program, which contributes to the Department of Infrastructure, Transport, Regional Development and Communication's (The Department) Outcome 3.2. The Department works with stakeholders to plan and design the grant program according to the *Commonwealth Grants Rules and Guidelines 2017*.



### **The grant opportunity opens**

The Department will provide Eligible Funding Recipients with the Grant Guidelines for this grant opportunity (Phase 2) and publish them on [GrantConnect](#).



### **Grant decisions are made**

The Eligible Funding Recipients for the LRCI Program have been pre-identified. The Deputy Prime Minister approves the allocation of funding under the Program, based on a formula. The Assistant Secretary, COVID Recovery Infrastructure Investment Stimulus, will approve the award of the grant.



### **Eligible Funding Recipients are notified of the outcome**

Eligible Funding Recipients are sent a letter of offer and Grant Agreement signed by the Department.



### **Eligible Funding Recipients sign the Grant Agreement**

Eligible Funding Recipients must sign the Grant Agreement and return it to the Department.



### **Nomination of projects to be undertaken**

Eligible Funding Recipients will submit a draft Work Schedule nominating projects to be funded through the LRCI Program.



### **The Department assesses nominated projects to ensure project eligibility requirements are met**

The Department will notify Eligible Funding Recipients if nominated projects are approved by providing an Approved Work Schedule. If projects are ineligible, Eligible Funding Recipients can nominate alternative projects for assessment.



### **Delivery of grant**

Eligible Funding Recipients undertake Eligible Projects set out in their Approved Work Schedules. The Department manages the grant by working with Eligible Funding Recipients, monitoring progress and making payments.



### **Evaluation of the Local Roads and Community Infrastructure Program**

The Department will evaluate the LRCI Program as a whole. The Department will base this on information Eligible Funding Recipients provide, as well as from other sources.

## 1.1 Introduction

These Guidelines contain information for the Extension (Phase 2) of the LRCI Program grants.

The LRCI Program was announced on 22 May 2020. On 6 October 2020, as part of the 2020-2021 Budget, the Government announced a further \$1 billion to extend the LRCI Program. The grant opportunity set out in these Guidelines is for Phase 2 of the LRCI Program only.

The LRCI Program supports local councils to create jobs by delivering priority local road and community infrastructure projects across Australia.

This document sets out:

- the purpose of the grant opportunity;
- the eligibility criteria;
- how Eligible Funding Recipients will be monitored and evaluated; and
- responsibilities and expectations in relation to the grant opportunity.

The LRCI Program is administered by the Department.

## 2. About the LRCI Program – Phase 2

Phase 2 of the LRCI Program will run from **XX December 2020** to 30 June 2022. Project construction can commence once Work Schedules are approved by the Department with projects required to be physically completed by 31 December 2021.

The extension of the LRCI Program is a temporary, targeted stimulus measure responding to the economic impacts of the COVID-19 pandemic. The LRCI Program assists a community-led recovery from COVID-19 by supporting local jobs, firms, and procurement.

As with the first funding round for the LRCI Program, Eligible Funding Recipients can select a broad range of projects to fund so that communities can continue to be provided with the infrastructure they require. It is expected that Eligible Funding Recipients will use local businesses and workforces to deliver projects wherever possible to ensure stimulus funding flows into local communities.

The LRCI Program is a demand driven (eligibility based) grant program.

The LRCI Program will be delivered under Outcome 3.2 of the Department's Portfolio Budget Statement 2020-2021:

- the local government program supports regional development and local communities through delivery of policy advice to the Australian Government and financial assistance to local governments to strengthen local government capacity and better support local communities.

The objective of the LRCI Program is to protect and create jobs by stimulating additional infrastructure construction activity in communities across Australia.

The intended outcomes of the LRCI Program are to:

- provide stimulus to protect and create local short-term employment opportunities through funding construction projects following the impacts of COVID-19; and

- deliver benefits to communities, such as improved road safety, accessibility and visual amenity.

The Department will administer the LRCI Program according to the [Commonwealth Grants Rules and Guidelines 2017 \(CGRGs\)](#).

### 3. Grant amount and grant period

The Australian Government has announced total funding of \$1 billion over two years, providing \$500 million in 2020-21 and \$500 million in 2021-22 for Phase 2 of the LRCI Program.

Each Eligible Funding Recipient will be allocated a grant amount calculated using a formula (this grant amount is the 'Phase 2 Allocation').

The formula used to determine the Phase 2 Allocations will comprise of two parts with the following weighting, added together:

- one third of the allocation calculated using the existing LRCI formula (based on the Roads to Recovery Program (R2R)); and
- two thirds of the allocation based on council population size.

Population was calculated using the Estimated Regional Population by Local Government Area data provided by the Australian Bureau of Statistics (28 August 2020). Where there was an insufficient breakdown to the level of Eligible Funding Recipients under this program (for example in relation to Christmas, Cocos and Norfolk Islands) the 2019 population was attributed to the component areas using percentages derived from 2016 Census data.

The formula has been consistently applied to determine the Phase 2 Allocation of each Eligible Funding Recipient under the LRCI Program.

This grant opportunity will open on **XX December 2020** and close on 31 July 2021. The First Instalment of the Phase 2 Allocation will be paid after the Eligible Funding Recipient's Work Schedule has been approved, and not before 1 January 2021.

#### 3.1 Phase 2 – 'use it or lose it' principle

If:

- an Eligible Funding Recipient has not applied for the full amount of their Phase 2 Allocation in a draft Work Schedule by 31 July 2021; or
- savings related to Eligible Projects have not been reallocated under an Eligible Funding Recipient's Phase 2 Allocation before 31 December 2021,

the Commonwealth has the right to not pay the amount of the Phase 2 Allocation not applied for or reallocated by the Eligible Funding Recipient.

Eligible Funding Recipients are to have in place an executed Grant Agreement in relation to their 'Nominal Funding Allocation' under Phase 1 of the LRCI Program before receiving their letter of offer and Grant Agreement for Phase 2 (see 4.3 below).

## 4. Eligibility criteria

Only Eligible Funding Recipients are able to participate in Phase 2 of the LRCI Program. Eligible Funding Recipients will receive a letter of offer to participate in Phase 2 of the LRCI Program.

### 4.1 Who is eligible for a grant?

The Eligible Funding Recipients for this grant program have been identified. They are:

- all local councils in Australia;
- the ACT Government in lieu of a system of local government;
- relevant state government, the shires of Christmas Island, Cocos (Keeling) Islands and Norfolk Island and the Lord Howe Island Board that provide local council services to 'unincorporated areas' in Australia;
- the NT Government for areas that were unincorporated until 2008 but are not yet transferred to the new councils; and
- the Victorian Department of Environment, Land, Water and Planning for the French Island.

The Eligible Funding Recipients have been selected for this grant opportunity as the intention is to fund local communities directly. By providing funding to the level of government closest to communities, the Australian Government can ensure that the economic boost is felt throughout every community across Australia.

### 4.2 Who is not eligible for the Grant Program?

Organisations are not eligible for the LRCI Program unless they have been identified by the Australian Government as an Eligible Funding Recipient (see: Section 4.1).

General applications by other organisations will not be accepted.

### 4.3 Eligibility linked to Phase 1

Eligible Funding Recipients will need to have in place an executed Grant Agreement in relation to their 'Nominal Funding Allocation' under Phase 1 of the LRCI Program before receiving their letter of offer and Grant Agreement for Phase 2.

If the Eligible Funding Recipient does not have in place an executed Grant Agreement under Phase 1, the Eligible Grant Recipient will not be eligible to receive any amount of the Phase 2 Allocation.

## 5. What the grant money can be used for

Grant money can only be used on Eligible Projects, which are projects that are a Local Road Project or Community Infrastructure Project (as set out below), and that meet the Eligible Project Requirements set out in subsections 5.2 to 5.6, and deliver benefits to the community.



## 5.1 Eligible grant activity

### Local Roads Projects

Eligible Local Road Projects are projects that involve the construction or maintenance of roads managed by local governments. Local governments are encouraged to consider works that support improved road safety outcomes. This could include projects involving any of the following associated with a road:

- traffic signs;
- traffic control equipment;
- street lighting equipment;
- a bridge or tunnel;
- a facility off the road used by heavy vehicles in connection with travel on the road (for example, a rest area or weigh station);
- facilities off the road that support the visitor economy; and
- road and sidewalk maintenance, where additional to normal capital works schedules.

### Community Infrastructure Projects

Eligible Community Infrastructure Projects are projects that involve the construction, maintenance and/or improvements to council-owned assets (including natural assets) that are generally accessible to the public.

'Generally accessible to the public' means that the project, or the amenity provided by the project, is generally accessible to the public at large. Some areas are clearly publicly accessible as they are areas that are open to all members of the public such as parks, playgrounds, footpaths and roads.

Projects will also be considered generally publically accessible if they are in a location that is:

- generally publically accessible to the wider public undertaking a specific activity (for example council operated sporting fields); or
- generally publically accessible for a limited age group of the Community as a whole i.e. a kindergarten building; or
- used for the provision of an essential service or community service, as determined by the Department, and the amenity of the asset is publicly accessible and benefits the community.

All projects whether carried out on council owned land, or another type of public land, must deliver benefits to the community, such as improved accessibility, visual amenity, and/or safety. Examples of eligible works include:

- Closed Circuit TV (CCTV);
- bicycle and walking paths;
- painting or improvements to community facilities;
- repairing and replacing fencing;
- improved accessibility of community facilities and areas;
- landscaping improvements, such as tree planting and beautification of roundabouts;

- picnic shelters or barbeque facilities at community parks;
- community/public art associated with an Eligible Project ( Eligible Funding Recipients will need to provide a clear description of the conceptual basis of the artwork);
- playgrounds and skate parks (including all ability playgrounds);
- noise and vibration mitigation measures; and
- off-road car parks (such as those at sporting grounds or parks).

#### Other Public Land

Projects that involve the construction, maintenance and/or improvements to state/territory and crown owned land/assets and Commonwealth owned land/assets, can also be eligible projects where the Council can confirm that they have the authority of the land or asset owner to undertake the project at the nominated site(s) and the sites are accessible to the public (including natural assets).

### 5.2 Maintaining overall capital expenditure

The purpose of the LRCI Program funding is to support local councils to deliver priority local road and community infrastructure projects across Australia, supporting jobs and the resilience of local economies to help communities bounce back from the COVID-19 pandemic. As an economic stimulus measure, the intent is that Eligible Funding Recipients undertake infrastructure projects which are additional to projects that they had planned to undertake using their own funds.

Given the timing of funding under Phase 2 and taking into account that Eligible Funding Recipients may not yet have confirmed future infrastructure spending, the additionality principle, that applied to Phase 1, has been modified for Phase 2 only.

Under Phase 1, LRCI funds could not be used on existing projects. Under Phase 2, Eligible Funding Recipients are required to maintain their overall capital spending on roads and community infrastructure, funded by their own revenue, at or above their 2020-21 capital spending level. The focus on overall capital spending (in Phase 2) provides Eligible Funding Recipients with greater flexibility to set and deliver the infrastructure priorities in their communities.

Proof of maintaining capital expenditure will be a requirement for an Eligible Funding Recipient to receive their full Phase 2 Allocation. The Department will consider, in exceptional circumstances, exemptions to this requirement.

### 5.3 Co-contributions

Co-contributions are not required under the LRCI Program, but are allowed to be used for projects. A project can be funded by a combination of LRCI Program funds, the Eligible Funding Recipient's funds, and other government programs (including state government programs), as long as the combined funding for the project does not exceed the estimated cost of a project.

An Eligible Funding Recipient using co-contributions for a project also needs to meet the conditions of other funding programs from which funds are sourced (i.e. a state program). Eligible Funding Recipients are responsible for determining if the funding conditions of another program would not permit the use of LRCI Program funding towards that project.

## 5.4 Eligible construction time period

Construction activity on Eligible Projects must be undertaken before 31 December 2021, unless agreed by the Department due to exceptional circumstances. Planning issues and general delays associated with building projects are not considered exceptional circumstances.

If construction activity cannot be completed or savings related to Eligible Projects have not been reallocated to other Eligible Projects under their Phase 2 Allocation (through approval of an updated Work Schedule with amended funding and/or new project nominations) before 31 December 2021, an Eligible Funding Recipient may not receive their full Phase 2 Allocation.

## 5.5 Combined Projects - LRCI Phase 1 and Phase 2 projects

Eligible Funding Recipients can nominate projects that utilise LRCI funding from both Phase 1 and Phase 2, but will need to demonstrate that the project is eligible under the respective program guidelines for each phase.

Eligible Funding Recipients can nominate later stages of projects that are already receiving funding under the LRCI Program, provided that the component funded under Phase 1 is not amended without approval by the Department and maintains its eligibility under the relevant program guidelines.

Eligible Funding Recipients are also able to submit projects previously nominated under Phase 1 that were not approved as meeting the eligibility requirements under the relevant program guidelines, but may be eligible under these Guidelines for Phase 2.

## 5.6 What the grant money cannot be used for

Eligible Funding Recipients cannot use grant money to pay for business as usual activities and costs, or any other activities and costs not associated with Eligible Projects. These activities are Ineligible Projects or Ineligible Expenditures.

The following are examples of Ineligible Projects and Ineligible Expenditures:

- costs incurred in the preparation of a Work Schedule or related documentation;
- general administrative overheads and staff salaries not connected with Eligible Projects funded under the Program;
- subsidy of general ongoing administration of an organisation such as electricity, phone, rent, or costs incurred by the Council as a Landlord in the general course of a lease;
- commencement ceremonies, opening ceremonies or any other event associated with Eligible Projects;
- transport planning studies;
- road rehabilitation studies (if not part of an Eligible Project);
- road building plant or other capital equipment especially moveable equipment (e.g. graders or trailers);
- land;
- training (if not part of an Eligible Project);
- public liability insurance;

- fringe benefits tax;
- GST payable component of a supply;
- finance leases on equipment;
- depreciation, except for depreciation of plant and equipment directly attributable to a grant funded Eligible Project;
- stand-alone design and preliminary works;
- operating lease charges where the rental expense cannot be directly linked to the grant project (e.g. a grader may be hired for a period for a variety of tasks, only charges that specifically relate to the funded Eligible Project can be charged against the grant funds);
- overseas travel; and
- the covering of retrospective costs.

## 6. The grant selection process

### 6.1 Who will approve grants?

The Assistant Secretary, COVID Recovery Infrastructure Investment Stimulus (the Delegate) approves grants on the basis that the organisation is an Eligible Funding Recipient as identified in section 4.1.

The amount of grant money awarded to an Eligible Funding Recipient will be determined by the Department in accordance with the formula outlined at section 3.

The Delegate's decision is final in all matters, including:

- the approval of the grant; and
- the grant amount.

There is no appeal mechanism for the decision to approve or not approve a grant.

## 7. Letter of offer process

All Eligible Funding Recipients will receive a letter of offer to participate in Phase 2 of the LRCI Program. This letter will:

- a) specify the Phase 2 Allocation;
- b) include a Grant Agreement that sets out the terms and conditions of Phase 2 of the LRCI Program executed by the Commonwealth;
- c) provide information on the submission of Work Schedules.

Before accepting the offer, Eligible Funding Recipients must read and understand these Guidelines and the Grant Agreement. The Guidelines can be found on the Department's website and on [GrantConnect](#). Any alterations and addenda<sup>1</sup> will be published on GrantConnect and the Department's website. By registering on GrantConnect, organisations will be automatically notified of any changes to the Guidelines.

---

<sup>1</sup> Alterations and addenda include but are not limited to: corrections to currently published documents, changes to close times for applications, and Questions and Answers (Q&A) documents

Eligible Funding Recipients can return signed Grant Agreements and submit Work Schedules for their first projects between **XX December 2020** and 31 July 2021. As construction needs to be completed by 31 December 2021, after 31 July 2021 the Department expects to only be managing variations or additional project nominations to ensure that an Eligible Funding Recipient is able to fully utilise their Phase 2 Allocation.

## 8. Notification of outcomes

All Eligible Funding Recipients will receive a letter of offer to participate in Phase 2 of the LRCI Program and a Grant Agreement.

## 9. Successful grantees

### 9.1 The Grant Agreement

An Eligible Funding Recipient must enter into a legally binding grant agreement with the Commonwealth by signing the Grant Agreement. The Grant Agreement used for Phase 2 of the LRCI Program will be supplied to Eligible Funding Recipients. The Grant Agreement has standard terms and conditions that cannot be changed.

The Grant Agreement may also contain conditions specific to an Eligible Funding Recipient in a Schedule.

To accept the offer, the Eligible Funding Recipient must sign the Grant Agreement:

- provide all the information requested; and
- return the Grant Agreement to the LRCI Program - Program Manager.

A Grant Agreement must be executed with the Commonwealth before any payments can be made. The Department is not responsible for any of an Eligible Funding Recipient's expenditure until a Grant Agreement is executed and a Work Schedule is approved for the Eligible Funding Recipient.

Eligible Funding Recipients should keep a copy of the Grant Agreement and any supporting documents.

The Commonwealth may recover grant funds from an Eligible Funding Recipient if the Grant Agreement has been breached. If an Eligible Funding Recipient fails to meet the obligations of the Grant Agreement, the Grant Agreement may be terminated.

## 9.2 How we pay the Grant

**Table 1 Grant Payment Overview**

Payment milestone	Grant payment date	Amount
First Instalment:  Work Schedule approval payment	The First Instalment of the Phase 2 Allocation will be paid after 1 January 2021 and after the Eligible Funding Recipient's Work Schedule has been approved.	<p>The first payment will be equal to 50 per cent of an Eligible Funding Recipient's Phase 2 Allocation, unless the Eligible Funding Recipient is the recipient of a Low Value Grant.</p> <p>For Low Value Grants, Eligible Funding Recipients will receive 70 per cent of their Phase 2 Allocation in their first instalment.</p>
Progress Instalments:  Eligible Funding Recipients can receive multiple progress payments.	Within four weeks of the Department's acceptance of a Quarterly Report	<p>A Progress Instalment will be equal to the Eligible Funding Recipient's:</p> <ul style="list-style-type: none"> <li>• actual expenditure until the end of the period covered by the relevant Quarterly Report; and</li> <li>• projected expenditure on Eligible Projects in an Approved Work Schedule to the end of the subsequent quarter;</li> </ul> <p><b>less:</b></p> <ul style="list-style-type: none"> <li>• received instalments; and</li> <li>• 10 per cent of the Phase 2 Allocation.</li> </ul> <p>For Low Value Grants, Eligible Funding Recipients can apply to receive the residual of grant funds at the time of a Quarterly Report being submitted provided they also submit completed acquittal documentation.</p>
Final Instalment:  Final payment	Within four weeks of the Department's acceptance of the Annual Report and decision to release the Final Instalment	<p>The Final Instalment will equal the smaller of:</p> <ul style="list-style-type: none"> <li>• the residual amount of an Eligible Funding Recipient's Phase 2 Allocation; or</li> <li>• the total eligible expenditure and projected expenditure to the end of the Eligible Projects;</li> </ul> <p><b>less</b> instalments paid to date.</p>

## Submission of a Work Schedule

Eligible Funding Recipients will nominate projects they intend to spend LRCI grant money on in their draft Work Schedule.

Eligible Funding Recipients will need to have an approved Work Schedule for the first funding round under the LRCI Program before they can receive an approved Work Schedule for the LRCI Program Extension (Phase 2).

- Eligible Funding Recipients can submit a draft Work Schedule for Phase 2 while they wait for a decision on approval of their Work Schedule for the first funding round.
- Eligible Funding Recipients can submit a draft Work Schedule for Phase 2 that includes funding from Phase 1 of the LRCI Program.

Eligible Funding Recipients are required to submit a draft Work Schedule in the manner and form stipulated by the Department. The manner and form for submitting a draft Work Schedule will be provided to Eligible Funding Recipients and made available on the Department's website.

- Eligible Funding Recipients should submit their draft Work Schedule when they return their signed Grant Agreement. Work Schedules can be submitted between 1 December 2020 and 31 July 2021, but failure to promptly return a Work Schedule will result in release of grant funds being delayed.
- In order for Eligible Funding Recipients to receive their full Phase 2 Allocation, they must have submitted a draft Work Schedule for the total amount of their Phase 2 Allocation by 31 July 2021.
  - If an Eligible Funding Recipient has not applied for their full Phase 2 Allocation in a draft Work Schedule by 31 July 2021, or savings related to Eligible Projects have not been reallocated under their Phase 2 Allocation before 31 December 2021, the Commonwealth has the right to not pay the amount of the Phase 2 Allocation not yet applied for or reallocated by the Eligible Funding Recipient.

The draft Work Schedule must contain the following information in relation to each of the nominated projects the Eligible Funding Recipient proposes to undertake using the grant:

- project description, including details of how the project meets the Project Eligibility Requirements detailed in Section 5;
- proposed timeframes for the project, including construction commencement date and estimated construction completion date;
- detail of any conflicts of interest and management actions to manage these conflicts;
- the amount of grant funding required and details of any other contributions to the total costs of the project, along with details of all proposed expenditure including confirmation that none of the proposed expenditure is Ineligible Expenditure; and
- expected number of full-time equivalent jobs supported by the project over the construction period.



If some of the jobs supported by a project are new jobs/redistribution of personnel in the Eligible Funding Recipient's own workforces, labour costs for work undertaken must be derived from timesheets or via an equally acceptable method. Project management time included in the expected number of jobs supported by a project must not include Ineligible Expenditure or costs associated with Ineligible Projects, and a clear and definable model needs to be in place to apportion these costs.

The total amount of grant funding sought under a draft Work Schedule cannot exceed the amount of the grant specified in the Grant Agreement.

### Approval of a Work Schedule

The Department will assess whether projects included in an Eligible Funding Recipient's Work Schedule meet the Eligible Project Requirements set out in these Guidelines and that all requested information has been provided.

If the Work Schedule or projects do not meet requirements, an Eligible Funding Recipient may submit an updated Work Schedule that includes additional nominated projects for approval. The Department may contact an Eligible Funding Recipient to request further information.

The Department will make a recommendation to the Delegate to approve/not approve the Work Schedule.

If an Eligible Funding Recipient nominates projects with a total value of more than 50 per cent of their Phase 2 Allocation and the Work Schedule is approved, the Delegate will approve release of the First Instalment of grant funds. The decision to release funds will be made on the basis of their assessment of the information provided by an Eligible Funding Recipient and any other information in the Program Guidelines. Approval may be subject to conditions detailed in the Grant Agreement. Only approved Eligible Projects will be included in the Approved Work Schedule.

Eligible Funding Recipients will be advised in writing if their Work Schedule and release of the First Instalment has been approved.

### First Instalment

The First Instalment will be paid to an Eligible Funding Recipient within four weeks of the Work Schedule and release of the First Instalment being approved by the Delegate, provided this date is after 1 January 2021.

The value of the First Instalment will be 50 per cent of an Eligible Funding Recipient's Phase 2 Allocation.

### Low Value Grants

A Low Value Grant is a Phase 2 Allocation under \$500,000. In application of the proportionality principle, different requirements relating to Instalments and Reporting apply to these grants.

For a Low Value Grant, the process for Work Schedule approval is the same as detailed above. However, Low Value Grant recipients can receive 70 per cent of their Phase 2 Allocation as their First Instalment provided they have nominated projects totaling 70 per cent or more of their Phase 2 Allocation.



## Progress Instalments

Progress Instalments will be made following submission of a Quarterly Report.

The Delegate will approve release of a Progress Instalment on the basis of:

- the Department's assessment of, and the information provided in, relevant Quarterly Report/s;
- whether or not a Eligible Funding Recipient is in breach, or suspected of being in breach, of the Grant Agreement; and
- consideration of other relevant information.

Further information may be requested by the Department at this stage and considered by the Delegate.

If the Delegate approves release of a Progress Instalment, payment will be made within four weeks of the Delegate making this decision. Eligible Funding Recipients will be advised in writing of the decision to release a Progress Instalment.

The payment value for a Progress Instalment will equal:

- actual expenditure up until the end of the relevant quarter; plus
- projected expenditure to the end of the next quarter.

### **less:**

- the first instalment; and
- 10 per cent of the Phase 2 Allocation.

For Low Value Grants, Eligible Funding Recipients can apply to receive the residual of grant funds at the time of a Quarterly Report being submitted, provided they also submit completed acquittal documentation See Acquittal at 11.4.

## Final Instalment

The Delegate will decide whether to approve release of the Final Instalment on the basis of:

- an assessment of compliance with the Grant Agreement, including any investigations or audit reports;
- the information provided in the Annual Report;
- information in the Work Schedule and relevant Quarterly Reports; and
- any other relevant information.

The Final Instalment will be the lesser of the residual amount of an Eligible Funding Recipient's Phase 2 Allocation and the total actual expenditure and projected expenditure to the end of the Eligible Projects, less instalments paid to date. Projected expenditure should be limited to expenses expected to be incurred post 31 December 2021, which are not construction costs. These costs should be things such as noise monitoring contracts and outstanding bills unless otherwise agreed by the Department.

Further information may be requested by the Department at this stage and considered by the Delegate. The Final Instalment will be paid within four weeks of the Delegate's decision to release the grant payment.

### 9.3 Grant Payments and GST

In accordance with the Terms of the Australian Taxation Office ruling GSTR 2012/2, payments made under the LRCI Program, which are payments made by a government related entity to another government related entity, and for which the amount of the grant does not exceed the cost of providing the goods or services, do not attract GST. Consequently, the actual and projected expenditure Eligible Funding Recipients report to the Department must exclude the GST component on goods and services, and the payments the Department makes to Eligible Funding Recipients to cover the costs of the program will not include GST.

Grants are assessable income for taxation purposes, unless exempted by a taxation law. We recommend you seek independent professional advice on your taxation obligations or seek assistance from the Australian Taxation Office. We do not provide advice on your particular taxation circumstances.

## 10. Announcement of grants

The Department will publish details of the grants awarded on GrantConnect within 21 days after the date of effect of the Grant Agreement as required by section 5.3 of the [CGRGs](#).

The Department may also publish details of grants on its website or other government websites, including individual projects funded. This information may include, but is not limited to:

- title of the project;
- description of the project and its aims;
- amount of funding received and funding allocation; and
- project outcomes including estimates of jobs supported.

## 11. Reporting requirements

Eligible Funding Recipients must submit reports in line with the Grant Agreement and these Guidelines. The Department will remind Eligible Funding Recipients of their reporting obligations before reports are due.

Eligible Funding Recipients must also update their Work Schedules as required and in accordance with any other requirements notified by the Department.

The Department will monitor progress by assessing submitted reports and may conduct site visits to confirm details in Quarterly Reports and Work Schedules if necessary. Occasionally, the Department may need to re-examine claims, seek further information, or request an independent audit of claims and payments on a risk based or sampling basis.

### 11.1 Quarterly Reports

Eligible Funding Recipients must submit Quarterly Reports throughout the Grant Period.

Quarterly Reports must be submitted per the timeframes in **Table 2 –Quarterly Reports** and in accordance with the Grant Agreement.

Quarterly Reports are used to provide the Department with information on the progress of Eligible Projects and are a requirement for the receipt of funds for payment of Progress and Final Instalments of grant payments. Quarterly Reports must be submitted in the manner and form specified by the Department and include required details.

Eligible Funding Recipients must provide the following information in a Quarterly Report:

- the amount of grant funding spent (actual expenditure) for the period commencing on 1 January 2021 and ending on the last day of the quarter to which the Quarterly Report relates;
- the amount of grant funding (proposed expenditure) which the Eligible Funding Recipient intends to spend on Eligible Projects in the quarter following the report;
- details of progress towards completion of Eligible Projects; including any evidence required per the Grant Agreement; and
- estimated and/or confirmed jobs supported by the grant funding.

The figures in the Quarterly Reports should be prepared on an accrual basis. Quarterly Reports must be submitted within the period specified in the Grant Agreement.

If an Eligible Funding Recipient has expended their Phase 2 Allocation or returned any unspent grant funding, after providing the Quarterly Report for the quarter in which this occurs, an Eligible Funding Recipient will not be required to provide further Quarterly reports but will still be required to provide the Annual Report.

For a Low Value Grant, if the Eligible Funding Recipient has expended their Phase 2 Allocation or returned any unspent grant funds, after providing the Quarterly Report for the quarter in which this occurs, an Eligible Funding Recipient will not be required to provide further Quarterly reports. An Eligible Funding Recipient with a Low Value Grant can file acquittal documentation at this time.

**Table 2 –Quarterly Reports**

<b>Lodgement period for Quarterly Reports</b>	<b>Quarter: Actual expenditure period</b>	<b>Quarterly Report</b>
1–30 April 2021	1 January – 31 March 2021	Actual expenditure and eligible project updates for the period commencing on 1 January 2021 and ending on the last day of the quarter to which the Quarterly Report relates. Projected Expenditure for the next quarter.
1–31 July 2021	1 April – 30 June 2021	Actual expenditure and eligible project updates for the period commencing on 1 January 2021 and ending on the last day of the quarter to which the Quarterly Report relates. Projected Expenditure for the next quarter.
1–31 October 2021	1 July – 30 September 2021	Actual expenditure and eligible project updates for the period commencing on 1 January 2021 and ending on the last day of the quarter to which the Quarterly Report relates. Projected Expenditure for the next quarter.
1–31 January 2022	1 October – 31 December 2021	<b>Annual Report</b> Actual expenditure and eligible project updates from 1 January 2021 to 31 December 2021.
1–30 April 2022	1 January – 31 March 2022 (If required)	Actual expenditure for the period commencing on 1 January 2021 and ending on the last day of the quarter to which the Quarterly Report relates.
1–31 July 2022	1 April – 30 June 2022 (if required)	Actual expenditure for the period commencing on 1 January 2021 and ending on the last day of the quarter to which the Quarterly Report relates.

The Department must be informed of any reporting delays or significant delays affecting Eligible Projects on an Approved Work Schedule as soon as Eligible Funding Recipients become aware of them.

## 11.2 Annual Report

Eligible Funding Recipients must provide the Department with an Annual Report no later than 14 February 2022, unless otherwise agreed by the Department. The Annual Report will need to be in the manner and form specified by the Department. The Annual Report will need to include the following information:

1. Total amount of grant funding made available and subsequently received over the calendar year;
2. Total amount of grant funding spent on Eligible Projects;

3. Total amount (if any) of grant money unspent and either returned or will be returned to the Department:

- a) a written Financial Statement by the Chief Executive Officer or equivalent officer however named. The Financial Statement must be in the form specified by the Department and include:
  - i. the amount of grant payments which remained unspent from the calendar year;
  - ii. the amount of grant payments received by the Eligible Funding Recipient in the calendar year;
  - iii. the amount of grant payments available for expenditure by the Eligible Funding Recipient on Eligible Projects in an Approved Work Schedule in that year;
  - iv. the amount spent by the Eligible Funding Recipient during that year out of the grant payments available for expenditure by the Eligible Funding Recipient during that year;
  - v. the amount (if any) retained at the end of that year by the Eligible Funding Recipient out of grant payments available for expenditures by the Eligible Funding Recipient during that year and which remained unspent at the end of that year.

Note: The figures in the Chief Executive Officer's financial statement should be calculated on an accrual basis.
- b) The Department may ask Eligible Funding Recipients to make a declaration that the grant funding was spent in accordance with the Grant Agreement and to report on any underspends of the grant money.

### 11.3 Audited financial statements

Under the Program Guidelines for Phase 1 of the LRCI Program, Eligible Funding Recipients are required to submit a report in writing and signed by an appropriate auditor providing the auditor's opinion on the use by Eligible Funding Recipients of proper accounts and records and preparation of financial statements.

In meeting this audit requirement for Phase 1, the Department requires that Eligible Funding Recipients also engage the auditor to consider the appropriateness of accounts and keeping of records that relates to any Phase 2 funding received during the financial period or periods considered for the Phase 1 audit report.

As part of the Annual Report process outlined in section 11.3 above, the Department requires that Eligible Funding Recipients submit a report in writing and signed by an appropriate auditor stating whether, in the auditor's opinion:

- i. the Chief Executive Officer's financial statement included with the Annual Report (refer section 11.3) is based on proper accounts and records;
- ii. the Chief Executive Officer's financial statement is in agreement with the accounts and records;
- iii. the expenditure has been on Eligible Projects under the LRCI Program;
- iv. the amount certified by the Chief Executive Officer in the Chief Executive Officer's financial statement as the Eligible Funding Recipient's own source expenditure is based on, and in agreement with, proper accounts and records.

The Department does not expect Eligible Funding Recipients to engage an auditor specifically to meet this reporting requirement, particularly where the engagement would be a significant additional cost and out of cycle to the normal course of audit activities. The Department requires the report be submitted as soon as practicable, if necessary as part of an auditor's consideration of annual financial statements.

#### 11.4 Acquittal process for Low Value Grants

For a Low Value Grant, the Eligible Funding Recipient can complete an Acquittal Report as soon as they have expended all funds. An Acquittal Report must include:

- (1) Total amount of grant funding made available and subsequently received over the calendar year;
- (2) Total amount of grant funding spent on Eligible Projects;
- (3) Total amount (if any) of grant money unspent and either returned or will be returned to the Department:
  - (a) a written Financial Statement by the Chief Executive Officer or equivalent officer however named. The Financial Statement must be in the form specified by the Department and include:
    - (i) the amount of grant payments which remained unspent from the grant period;
    - (ii) the amount of grant payments received by the Eligible Funding Recipient over the duration of the grant period;
    - (iii) the amount of grant payments available for expenditure by the Eligible Funding Recipient on Eligible Projects in an Approved Work Schedule over the duration of the grant period;
    - (iv) the amount spent by the Eligible Funding Recipient over the duration of the grant period;
- (4) photographs of projects completed using grant payments.

Note: The figures in the Chief Executive Officer's financial statement should be calculated on an accrual basis.

#### 11.5 Reconciliation Process

If any amount of grant funding provided to the Eligible Funding Recipient is not spent on Eligible Projects on an Approved Work Schedule between 1 January 2021– 30 June 2022, they will be required to repay that amount to the Department within four weeks of 30 June 2022.

#### 11.6 Compliance visits and Record Keeping

Eligible Funding Recipients must create and keep accurate and comprehensive records relating to grant payments received and retain those records for a minimum of five years.

Eligible Funding Recipients must, when requested to do so by the Department, provide, in the manner and form requested by the Department:

- copies of any or all of the records referred to in this subsection; and
- photographs of projects completed using grant payments.

The Department may visit the Eligible Funding Recipient during or at the completion of the grant program to review compliance with the Grant Agreement. Eligible Funding Recipients will be provided with reasonable notice of any compliance visit.

The Department may also inspect the records Eligible Funding Recipients are required to keep under the Grant Agreement.

## 11.7 Fraud

Eligible Funding Recipients must comply with fraud provisions in the Grant Agreement.

## 11.8 Specific legislation, policies and industry standards.

Eligible Funding Recipients must comply with all relevant laws and regulations in undertaking Eligible Projects on an Approved Work Schedule. The Eligible Funding Recipient may also be requested to demonstrate compliance with relevant legislation/policies/industry standards detailed in the Grant Agreement, including Environment and Planning Laws detailed below.

### Environment and Planning laws

Projects on which grant payments are spent must adhere to Australian Government environment and heritage legislation including the *Environment Protection and Biodiversity Conservation Act 1999*. Construction cannot start unless the relevant obligations are met.

Eligible Funding Recipients must also meet other statutory requirements where relevant. These may include, but are not limited to: Native title legislation; State government legislation - for example, environment and heritage; and local government planning approvals.

## 12. How we monitor your grant activity

### 12.1 Keeping the Department informed

Eligible Funding Recipients must notify the Department of significant changes that are likely to affect an Eligible Project or their participation in the LRCI Program.

This includes any key changes to the Eligible Funding Recipient's organisation, particularly if it affects their ability to complete an Eligible Project, carry on their business and pay debts due.

Eligible Funding Recipients must also inform the Department of any changes to their:

- name;
- addresses;
- nominated contact details; or
- bank account details.

An Eligible Funding Recipient's bank account details for Phase 2 of the LRCI Program is the bank account the Eligible Funding Recipient currently uses for the LRCI Program. Any changes to an Eligible Funding Recipient's name, addresses, nominated contact details and bank account details must follow the process stipulated by the Department.

If an Eligible Funding Recipient becomes aware of a breach of terms and conditions of the Grant Agreement, or they cannot meet their obligations, they must contact the Department immediately. For example, if a funded Eligible Project is at risk of not being physically completed by 31 December 2021.

## 12.2 Department Contact Details

Email the mailbox at: [IIP@infrastructure.gov.au](mailto:IIP@infrastructure.gov.au)

Mail to: Program Manager

Local Roads and Community Infrastructure Grant Program

Infrastructure Investment Division

Department of Infrastructure, Transport, Regional Development and Communications

GPO Box 594

CANBERRA ACT 2601

## 12.3 Evaluation

The Department will evaluate the LRCI Program Extension to measure how well the outcomes and objectives have been achieved. Information provided by Eligible Funding Recipients, including through Work Schedules, submitted Quarterly and Ad hoc reports, and interviews may be used for evaluation purposes.

The Department may contact Eligible Funding Recipients up to two years after completion of projects to assist with this evaluation.

## 12.4 Public information conditions

Formal public statements, media releases or statements, displays, publications and advertising made by Eligible Funding Recipients must acknowledge and give appropriate recognition to the contribution of the Australian Government to that project.

If Eligible Funding Recipients propose to issue any media release relating to an Eligible Project under Phase 2 of the LRCI Program, they must:

- at least two business days prior to its proposed release, unless otherwise agreed by the Commonwealth, provide a copy of the proposed media release to the Commonwealth and obtain the Commonwealth's agreement to the media release; and
- provide the relevant local Federal Member of Parliament with the opportunity to participate in the media release.

## 12.5 Signage

Eligible Funding Recipients must ensure that signs are erected for each funded Eligible Project, at the time work on the Eligible Project commences unless the Eligible Projects are less than \$10,000. Signs are not needed for projects under \$10,000 in an Approved Work Schedule.

Signage guidelines will be available on the Department's website.

Eligible Funding Recipients must ensure that all signs erected as required by these Guidelines remain in place for the duration of the project to which they relate and for a minimum period of six months, after the day on which the project is completed.



## 12.7 Project Events

If an Eligible Funding Recipient proposes to hold a works commencement ceremony, opening ceremony, or any other event in relation to an Eligible Project they must inform the Department and the relevant local Federal Member of Parliament of the proposed ceremony or event at least two weeks before the proposed ceremony or event is to be held. The Eligible Funding Recipient should provide details of the proposed ceremony or event, including proposed invitees and order of proceedings.

If requested by the Department or the relevant local Federal Member of Parliament, Eligible Funding Recipients must arrange a joint Australian Government/Eligible Funding Recipient works commencement ceremony, opening ceremony or any other event.

If requested by the Minister, a member of the Minister's staff, the relevant local Federal Member of Parliament, or the Department, Eligible Funding Recipients must invite and, if the invitation is accepted, arrange for an Australian Government representative (nominated by the Minister or a member of the Minister's staff) to participate in any works commencement ceremony, opening ceremony or any other event proposed to be held in relation to a funded project.

## 13. Probity

The Australian Government will make sure that the grant opportunity process is fair; conducted according to the published Guidelines; incorporates appropriate safeguards against fraud, unlawful activities and other inappropriate conduct; and, is consistent with the CGRGs.

These Guidelines may be changed from time-to-time by the Department. In the event of a change to the Guidelines, the revised Guidelines will be published on GrantConnect and the Department's website.

### 13.1 Enquiries and feedback

For further information or clarification, the Department can be contacted at [IIP@infrastructure.gov.au](mailto:IIP@infrastructure.gov.au).

Frequently Asked Questions may be published at [https://investment.infrastructure.gov.au/infrastructure\\_investment/local-roads-community-infrastructure-program/index.aspx](https://investment.infrastructure.gov.au/infrastructure_investment/local-roads-community-infrastructure-program/index.aspx)

To make a complaint, the Department can be contacted on 13 28 46. Complaints will be referred to the appropriate manager.

Alternatively, complaints can be directed to:

General Manager  
COVID Recovery Infrastructure Investment Stimulus  
GPO Box 2013  
CANBERRA ACT 2601

If persons do not agree with the way the Department has handled your complaint, you may complain to the Commonwealth Ombudsman. The Ombudsman will not usually look into a complaint unless the matter has first been raised directly with the Department.

The Commonwealth Ombudsman can be contacted on:

Phone (toll free): 1300 362 072

Email: [ombudsman@ombudsman.gov.au](mailto:ombudsman@ombudsman.gov.au)

Website: [www.ombudsman.gov.au](http://www.ombudsman.gov.au)

### 13.2 Conflicts of interest

Any conflicts of interest could affect the performance of the grant opportunity or program.

Eligible Funding Recipients must disclose if any of their personnel:

- has a relationship with or interest in, an organisation, which is likely to interfere with or restrict them/the Eligible Funding Recipient from carrying out the proposed activities and/or implementing the Work Schedule fairly and independently; or
- has a relationship with, or interest in, an organisation from which may be awarded work in relation to a Eligible Project or is otherwise be involved on the implementation of the Work Schedule.

An Eligible Funding Recipient must include the following information in the Work Schedule:

- any details of any real, apparent, or potential conflicts of interests that may arise in relation to the Eligible Projects or the program;
- details of how they propose to manage these or any other conflicts of interest that may arise; or
- that to the best of their knowledge there are no conflicts of interest.

If an Eligible Funding Recipient later identifies an actual, apparent, or perceived conflict of interest, they must inform the Department in writing immediately.

### 13.3 How we manage conflicts of interest

Conflicts of interest for Australian Government staff will be handled as set out in the [Australian Public Service Code of Conduct \(Section 13 \(7\)\)](#) of the [Public Service Act 1999](#). Commonwealth officials including decision makers, must also declare any conflicts of interest.

Conflict of interest requirements form part of the Grant Agreement. Breach of conflict of interest requirements may result in termination of the Grant Agreement.

### 13.4 Privacy

The Department treats personal information according to the [Privacy Act 1988](#) and the [Australian Privacy Principles](#). This includes advising:

- what personal information is collected;
- why personal information is collected; and
- who personal information is given to.

Personal information can only be disclosed to someone for the primary purpose for which it was collected, unless an exemption applies.

The Australian Government may also use and disclose information about Eligible Funding Recipients under this grant opportunity in any other Australian Government business or function. This includes disclosing grant information on GrantConnect as required for reporting purposes and giving information to the Australian Taxation Office for compliance purposes.

The Department may share information it is provided with other Commonwealth entities for purposes including government administration, research or service delivery, according to Australian laws.

Eligible Funding Recipients must declare their ability to comply with the *Privacy Act 1988* and the Australian Privacy Principles and impose the same privacy obligations on officers, employees, agents and subcontractors that Eligible Funding Recipients engage to assist with the activity, in respect of personal information collected, used, stored, or disclosed in connection with the activity. Accordingly, Eligible Funding Recipients must not do anything, which if done by the Department would breach an Australian Privacy Principle as defined in the Act.

### 13.5 Confidential Information

Other than information available in the public domain, Eligible Funding Recipients agree not to disclose to any person, other than to the Department, any confidential information unless in accordance with these Guidelines or the Grant Agreement. The obligation will not be breached where required by law, Parliament, or a stock exchange to disclose the relevant information or where the relevant information is publicly available (other than through breach of a confidentiality or non-disclosure obligation).

The Department may at any time, require Eligible Funding Recipients to arrange for their employees, agents or subcontractors to give a written undertaking relating to nondisclosure of our confidential information in a form the Department considers acceptable.

The Department will keep any information in connection with the grant agreement confidential to the extent that it meets all the three conditions below:

- information is clearly identified as confidential and it has been explained why it should be treated as confidential;
- the information is commercially sensitive; and
- revealing the information would cause unreasonable harm to the Eligible Funding Recipient or someone else.

The Department will not be in breach of any confidentiality agreement if the information is disclosed to:

- the Minister and other Commonwealth employees and contractors to help the Department manage the program effectively;
- employees and contractors of the Department so it can research, assess, monitor and analyse our programs and activities;
- employees and contractors of other Commonwealth agencies for any purposes, including government administration, research or service delivery;
- other Commonwealth, State, Territory or local government agencies in program reports and consultations;
- the Auditor-General, Ombudsman or Privacy Commissioner;

- the responsible Minister or Parliamentary Secretary; and
- a House or a Committee of the Australian Parliament.

The grant agreement may also include any specific requirements about special categories of information collected, created or held under the grant agreement.

### 13.6 Freedom of information

All documents in the possession of the Australian Government, including those about this grant opportunity, are subject to the [\*Freedom of Information Act 1982\*](#) (FOI Act).

The purpose of the FOI Act is to give members of the public rights of access to information held by the Australian Government and its entities. Under the FOI Act, members of the public can seek access to documents held by the Australian Government. This right of access is limited only by the exceptions and exemptions necessary to protect essential public interests and private and business affairs of persons in respect of whom the information relates.

All Freedom of Information requests must be referred to the Freedom of Information Coordinator in writing.

Freedom of Information Coordinator  
Department of Infrastructure, Transport, Regional Development and Communications  
GPO Box 594  
CANBERRA ACT 2601

Tel: (02) 6274 6495  
Fax: (02) 6275 1347  
email: [foi@infrastructure.gov.au](mailto:foi@infrastructure.gov.au)

## 14. Consultation

The Australian Government sought assistance from local councils to identify potential projects that could be fast-tracked given the economic impacts being experienced from the COVID-19 pandemic. Projects nominated by councils have informed the scope of the LRCI Program. These Guidelines have also been influenced by engagement with local councils on projects during Phase 1.

## 15. Glossary

Term	Definition
accountable authority	see subsection 12(2) of the <a href="#">Public Governance, Performance and Accountability Act 2013</a> (PGPA Act)
administering entity	when an entity that is not responsible for the policy, is responsible for the administration of part or all of the grant administration processes
commencement date	the expected start date for the grant activity
Commonwealth Grants Rules and Guidelines	establish the overarching Commonwealth grants policy framework and articulate the expectations for all non-corporate Commonwealth entities in relation to grants administration. Under this overarching framework, non-corporate Commonwealth entities undertake grants administration based on the mandatory requirements and key principles of grants administration
eligibility criteria	refer to the mandatory criteria which must be met to qualify for a grant.
Eligible Funding Recipient	the organisation that is eligible to receive funding under the LRCI Program
Eligible Project	A project that meets the Eligible Project Requirements contained in section 5 of these Guidelines
Eligible Project Requirements	The Eligible Project Requirements are the requirements contained in section 5 of these Guidelines
grant	for the purposes of the CGRGs, a 'grant' is an arrangement for the provision of financial assistance by the Commonwealth or on behalf of the Commonwealth: <ul style="list-style-type: none"> <li>a. under which relevant money<sup>2</sup> or other <a href="#">Consolidated Revenue Fund</a> (CRF) money<sup>3</sup> is to be paid to a grantee other than the Commonwealth; and</li> <li>b. which is intended to help address one or more of the Australian Government's policy outcomes while assisting the grantee achieve its objectives</li> </ul>
Grant Agreement	sets out the relationship between the parties to the agreement, and specifies the details of the grant

<sup>2</sup> Relevant money is defined in the PGPA Act. See section 8, Dictionary.

<sup>3</sup> Other CRF money is defined in the PGPA Act. See section 105, Rules in relation to other CRF money.

Term	Definition
<u>GrantConnect</u>	is the Australian Government's whole-of-government grants information system, which centralises the publication and reporting of Commonwealth grants in accordance with the CGRGs
Personal information	<p>has the same meaning as in the <i>Privacy Act 1988</i> (Cth) which is:</p> <ul style="list-style-type: none"> <li>• Information or an opinion about an identified individual, or an individual who is reasonably identifiable;</li> <li>• whether the information or opinion is true or not; and</li> <li>• whether the information or opinion is recorded in a material form or not</li> </ul>
Approved Work Schedule	the Work Schedule that outlines Eligible Projects that the Eligible Funding Recipient can use grant money to pay for.
Work Schedule	a list of projects that an Eligible Funding Recipient proposes to be funded under the LRCI Program

## **Local Roads and Community Infrastructure Grant Agreement**

between the Commonwealth represented by

**Department of Infrastructure, Transport, Regional Development and  
Communications**

And

**The Grantee**

## Contents

<b>Local Roads and Community Infrastructure Grant Agreement.....</b>	<b>1</b>
<b>Grant Agreement.....</b>	<b>3</b>
<b>Parties to this Agreement .....</b>	<b>3</b>
<b>Background .....</b>	<b>3</b>
<b>Scope of this Agreement.....</b>	<b>3</b>
<b>Grant Details.....</b>	<b>4</b>
<b>A. Purpose of the Grant.....</b>	<b>4</b>
<b>B. Activity .....</b>	<b>4</b>
<b>C. Duration of the Grant.....</b>	<b>5</b>
<b>D. Payment of the Grant.....</b>	<b>6</b>
<b>E. Reporting .....</b>	<b>8</b>
<b>F. Party representatives and address for notices .....</b>	<b>9</b>
<b>G. Activity Material.....</b>	<b>10</b>
<b>3A. Intellectual property – research .....</b>	<b>11</b>
<b>3B. Creative Commons licence .....</b>	<b>11</b>
<b>23A. Incorporation requirement .....</b>	<b>14</b>
<b>Signature .....</b>	<b>15</b>
<b>Grantee .....</b>	<b>15</b>
<b>Commonwealth.....</b>	<b>15</b>
<b>Schedule 1: Commonwealth Standard Grant Conditions .....</b>	<b>16</b>



# Grant Agreement

Once completed and executed by the Parties, this document, together with the Commonwealth Standard Grant Conditions (Schedule 1) forms an Agreement between the Commonwealth and the Grantee.

## Parties to this Agreement

### The Grantee

Full legal name of Grantee	<i>[insert details]</i>
Australian Business Number (ABN)	<i>[insert details]</i>

### The Commonwealth

The Commonwealth of Australia represented by the  
Department of Infrastructure, Transport, Regional Development and Communications  
of 111 Alinga Street, Canberra, Australian Capital Territory

ABN 86 267 354 017

### Background

The Commonwealth has agreed to enter this Agreement under which the Commonwealth will provide the Grantee with a Grant for the purpose of assisting the Grantee to undertake the associated Activity.

The Grantee agrees to use the Grant and undertake the Activity in accordance with this Agreement.

### Scope of this Agreement

This Agreement comprises:

- (a) this document;
- (b) the Supplementary Terms (if any);
- (c) the Standard Grant Conditions (Schedule 1);
- (d) the Grant Details;
- (e) the COVID-19 Local Roads and Community Infrastructure Program Guidelines – Phase 2 (Phase 2 Guidelines);
- (f) any other document referenced or incorporated in the Grant Details.

If there is any ambiguity or inconsistency between the documents comprising this Agreement in relation to the Grant, the document appearing higher in the list will have precedence to the extent of the ambiguity or inconsistency.

This Agreement represents the Parties' entire agreement in relation to the Grant provided under it and the relevant Activity and supersedes all prior representations, communications, agreements, statements and understandings, whether oral or in writing.

Certain information contained in or provided under this Agreement may be used for public reporting purposes.

## Grant Details

### A. Purpose of the Grant

The Grant is being provided as part of Phase 2 of the Local Roads and Community Infrastructure Program (LRCI Program).

The objective of the LRCI Program is to stimulate additional infrastructure construction activity in local communities across Australia to assist communities to manage the economic impacts of COVID-19.

The Phase 2 extension of the LRCI Program is a temporary, targeted stimulus measure responding to the serious, ongoing economic impacts of COVID-19. The LRCI Program assists a community-led recovery from COVID-19 by supporting local jobs, firms, and procurement.

The intended outcomes of the LRCI Program are to:

- provide stimulus to protect and create local short-term employment opportunities through funded projects following the impacts of COVID-19; and
- deliver benefits to communities, such as improved road safety, accessibility and visual amenity.

The LRCI Program is administered by the Department of Infrastructure, Transport, Regional Development and Communications, referred to as 'the Department' throughout this agreement.

### B. Activity

- 1 The Grantee is required to use the Grant funds to undertake the Eligible Projects set out in the approved Work Schedule. The Grantee must also meet the requirements set out in the Phase 2 Guidelines.

#### 2 Work Schedule

2.1 The Grantee must submit a draft Work Schedule in the manner and form notified by the Commonwealth, and in accordance with the requirements in this Agreement and the Phase 2 Guidelines.

2.2 The total amount of Grant funding sought under the draft Work Schedule cannot exceed the amount of the Grant specified at Item D (Payment of the Grant).

- 3 The Commonwealth will review the draft Work Schedule following the process detailed in the Phase 2 Guidelines (as in force at the time the decision to approve the Work Schedule is made).

3.1 The Grantee will be advised in writing if its Work Schedule is approved.

3.2 The Commonwealth's approval of the draft Work Schedule may be subject to conditions, including: the removal of some of the nominated projects where the Commonwealth does not consider they are Eligible Projects or otherwise meet the requirements of this Grant Agreement or the objectives of the LRCI Program – in which case the Grantee may submit an updated Work Schedule that includes additional nominated projects for approval at any time.

3.3 The Commonwealth's decision regarding the approval of the draft Work Schedule and/or any conditions is at its absolute discretion and is final. Once approved, the Work Schedule forms part of this Grant Agreement. The approval of the Work Schedule is a condition for release of the First Instalment of Grant money.

**4** The Grantee can only spend Grant money on Eligible Projects detailed in an Approved Work Schedule. Grant money cannot be used for Ineligible Projects or Ineligible Expenditure as set out in section 5 of the Phase 2 Guidelines.

## **5 Conflicts of Interest**

5.1 The Grantee must disclose if any of their personnel:

5.1.1 has a relationship with, or interest in, an organisation, which is likely to interfere with or restrict the Grantee from carrying out the Activities and/or implementing the Work Schedule fairly and independently; or

5.1.2 has a relationship with, or interest in, an organisation which may be awarded work in relation to a nominated project or is otherwise to be involved in the implementation of the Work Schedule.

5.2 The Grantee must include in the Work Schedule:

5.2.1 any details of any real, apparent, or potential conflicts of interest that may arise in relation to the Grantee's nominated projects, or the program;

5.2.2 details of how the Grantee proposes to manage these or any other conflict of interest that may arise; or

5.2.3 that to the best of their knowledge, there are no conflicts of interest.

5.3 The Grantee must provide the Commonwealth with details of the arrangements it will implement to effectively manage conflicts of interest in relation to the conduct of projects if requested.

## **6 Changes to Grantees and Eligible Projects**

6.1 Grantees must notify the Commonwealth of significant changes that are likely to affect an Eligible Project or their participation in Phase 2 of the LRCI Program. This includes any key changes to the Grantee's organisation, particularly if it affects their ability to complete an Eligible Project, carry on their business and pay debts due.

## **C. Duration of the Grant**

Activity start date	Activity Completion Date
1 December 2020	30 June 2022

## 7 Activity Timeframe

7.1 Construction activity on Eligible Projects must be undertaken between 1 January 2021 and 31 December 2021, other costs associated with Eligible Projects may continue to 30 June 2022.

7.2 The Agreement starts on the date that the last party to this Agreement signs.

7.3 The Agreement ends on 30 June 2022 which is the **Agreement End Date**.

## D. Payment of the Grant

8 The total maximum amount of the Grant is \$ XXXXX. This is the Grantee's Phase 2 Allocation.

8.1 The Grantee's bank account for Phase 2 of the LRCI program is the bank account the Grantee uses for the LRCI Program. A change to a bank account must follow the process notified by the Commonwealth.

8.2 In order for the Grantee to receive the full Grant amount, the Grantee must have submitted a draft Work Schedule for the total Grant amount by 31 July 2021.

8.3 If the Grantee has not applied for the full Grant amount in a draft Work Schedule by 31 July 2021, the Commonwealth has the right to not pay the Grantee the amount of the Grant not applied for by the Grantee.

## 9 Grant Instalments

9.1 Subject to 9.2, Grant Instalments will be paid in accordance with the instalments set out in Table 1 below, subject to:

9.1.1 receipt of required Reports by the Commonwealth;

9.1.2 the Commonwealth's decision on Reports and information provided therein;

9.1.3 the required information contained in Work Schedules;

9.1.4 the Commonwealth's consideration of other relevant information;

9.1.5 compliance by the Grantee with its obligations under this Agreement; and

9.1.6 the requirements in the Phase 2 Guidelines (as in force at the time the decision to make a payment is made) being met.

9.2 A Low Value Grant is a Grant of \$500,000 or less. Low Value Grantees can receive 70 per cent of their Grant amount as their First Instalment provided they have nominated projects totaling 70 per cent or more of their Grant amount.

## 10 Payments will be paid in accordance with Table 1: Grant Payments

**Table 1 Grant Payment Overview**

Payment milestone	Grant payment date	Amount
First Instalment:  Work Schedule approval payment	The First Instalment of the Grant will be paid after 1 January 2021 and after the Grantee's Work Schedule has been approved.	The first payment will be equal to 50 per cent of the Grant, unless the Grantee is the recipient of a Low Value Grant.  For Low Value Grant, the Grantee will receive 70% of their Grant in their first instalment.
Progress Instalments:  The Grantee can receive multiple progress payments.	Within four weeks of the Department's acceptance of a Quarterly Report	A Progress Instalment will be equal to the Grantee's: <ul style="list-style-type: none"> <li>• actual expenditure until the end of the period covered by the relevant Quarterly Report; and</li> <li>• projected expenditure on Eligible Projects in an Approved Work Schedule to the end of the subsequent quarter;</li> </ul> <p><b>less:</b></p> <ul style="list-style-type: none"> <li>• received instalments; and</li> <li>• 10 per cent of the Grant.</li> </ul> <p>For a Low Value Grant, the Grantee can apply to receive the residual of grant funds at the time of a Quarterly Report being submitted provided they also submit completed acquittal documentation.</p>
Final Instalment:  Final payment	Within four weeks of the Department's acceptance of the Annual Report and decision to release the Final Instalment	The Final Instalment will equal the smaller of: <ul style="list-style-type: none"> <li>• the residual amount of the Grant; or</li> <li>• the total eligible expenditure and projected expenditure to the end of the Eligible Projects;</li> </ul> <p><b>less</b> instalments paid to date.</p>

## E. Reporting

- 11 The Grantee agrees to update Work Schedules in accordance with:
  - 11.1 the Phase 2 Guidelines as in force from time to time; and
  - 11.2 any other requirements notified by the Commonwealth.
- 12 The Grantee agrees to create the following reports in the manner and form specified by the Commonwealth and provide the reports to the Commonwealth representative:
  - 12.1 Quarterly Reports; and
  - 12.2 Annual Reports.
- 13 The Grantee must provide Reports in accordance with the timeframes at **Table 2: Reports** unless 14 or 15 applies.
- 14 If the Grantee has expended their Grant and/or returned any unspent Grant funding, after providing the Quarterly Report for the quarter in which this occurs, the Grantee is not required to provide further Quarterly reports but will still be required to provide the Annual Report.
- 15 For a Low Value Grant, if the Grantee has expended their Grant and/or returned any unspent grant funds, after providing the Quarterly Report for the quarter in which this occurs, the Grantee is not required to provide further Quarterly reports. A Grantee with a Low Value Grant can file acquittal documentation at this time.

<b>Table 2 Reports</b>		
<b>Lodgement period for Quarterly Reports</b>	<b>Quarter: Actual expenditure period</b>	<b>Quarterly Report</b>
1–30 April 2021	1 January – 31 March 2021	Actual expenditure and eligible project updates for the period commencing on 1 January 2021 and ending on the last day of the quarter to which the Quarterly Report relates. Projected Expenditure for the next quarter.
1–31 July 2021	1 April – 30 June 2021	Actual expenditure and eligible project updates for the period commencing on 1 January 2021 and ending on the last day of the quarter to which the Quarterly Report relates. Projected Expenditure for the next quarter.
1–31 October 2021	1 July – 30 September 2021	Actual expenditure and eligible project updates for the period commencing on 1 January 2021 and ending on the last day of the quarter to which the Quarterly Report relates. Projected Expenditure for the next quarter.
1–31 January 2022	1 October – 31 December 2021	<b>Annual Report</b> Actual expenditure and eligible project updates from 1 January 2021 to 31 December 2021.
1–30 April 2022	1 January – 31 March 2022 (If required)	Actual expenditure for the period commencing on 1 January 2021 and ending on the last day of the quarter to which the Quarterly Report relates.
1–31 July 2022	1 April – 30 June 2022 (if required)	Actual expenditure for the period commencing on 1 January 2021 and ending on the last day of the quarter to which the Quarterly Report relates.

## 16 Quarterly Reports

16.1 Quarterly Reports must be in the manner and form notified by the Commonwealth in accordance with the Phase 2 Guidelines.

## 17 Annual Reports

17.1 Annual Reports must be in the manner and form notified by the Commonwealth in accordance with the Phase 2 Guidelines.

## 18 Acquittal Process for Low Value Grants

18.1 The Acquittal Process must be in the manner and form notified by the Commonwealth in accordance with the Phase 2 Guidelines.

## F. Party representatives and address for notices

### Grantee's representative and address

The Grantee's Representative is the Grantee's Formal Contact under the Roads to Recovery program unless otherwise agreed by the Commonwealth.

### Commonwealth representative and address

Name of representative	Daniel Caruso
Position	Assistant Secretary, COVID Recovery Infrastructure Investment Stimulus
Postal address	GPO Box 594, Canberra Australian Capital Territory 2601
Physical address	111 Alinga Street, Canberra, Australian Capital Territory
Business hours telephone	02 6274 6522
Email	Daniel.Caruso@infrastructure.gov.au

The Parties' representatives will be responsible for liaison and the day-to-day management of the Grant, as well as accepting and issuing any written notices in relation to the Grant.

### G. Activity Material

N/A.



## **Supplementary Terms from Clause Bank**

### **1. Other Contributions**

N/A

### **2. Activity budget**

N/A

### **3. Intellectual property in Activity Material**

N/A

#### **3A. Intellectual property – research**

N/A

#### **3B. Creative Commons licence**

N/A

### **4. Access/Monitoring/Inspection**

- 4.1. The Grantee agrees to give the Commonwealth, or any persons authorised in writing by the Commonwealth:

(a) access to premises where the Activity is being performed and/or where Material relating to the Activity is kept within the time period specified in a Commonwealth notice; and  
(b) permission to inspect and take copies of any Material relevant to the Activity.

- 4.2. The Auditor-General and any Information Officer under the *Australian Information Commissioner Act 2010* (Cth) (including their delegates) are persons authorised for the purposes of clause CB4.1.

- 4.3. This clause CB4 does not detract from the statutory powers of the Auditor-General or an Information Officer (including their delegates).

### **5. Equipment and Assets**

N/A

### **6. Specified Personnel**

N/A

### **7. Relevant qualifications, licences, permits, approvals or skills**

- 7.1. The Grantee agrees to ensure that personnel performing work in relation to the Activity: and

(a) are appropriately qualified to perform the tasks indicated;  
(b) have obtained the required qualifications, licences, permits, approvals or skills before performing any part of the Activity and  
(c) continue to maintain all relevant qualifications, licences, permits, approvals or skills for the duration of their involvement with the Activity.

### **8. Vulnerable Persons**

N/A

9. **Child safety**

N/A

10. **Commonwealth Material, facilities and assistance**

N/A

11. **Jurisdiction**

N/A

12. **Grantee trustee of Trust**

N/A

13. **Fraud**

13.1. In this Agreement, Fraud means dishonestly obtaining a benefit, or causing a loss, by deception or other means, and includes alleged, attempted, suspected or detected fraud.

13.2. The Grantee must ensure its personnel and subcontractors do not engage in any Fraud in relation to the Activity.

13.3. If the Grantee becomes aware of:

(a) any Fraud in relation to the performance of the Activity; or

(b) any other Fraud that has had or may have an effect on the performance of the Activity;

then it must within 5 business days report the matter to the Commonwealth and all appropriate law enforcement and regulatory agencies.

13.4. The Grantee must, at its own cost, investigate any Fraud referred to in clause CB13.3 in accordance with the Australian Government Investigations Standards available at [www.ag.gov.au](http://www.ag.gov.au).

13.5. The Commonwealth may, at its discretion, investigate any Fraud in relation to the Activity. The Grantee agrees to co-operate and provide all reasonable assistance at its own cost with any such investigation.

13.6. This clause survives the termination or expiry of the Agreement.

14. **Prohibited dealings**

N/A

15. **Anti-corruption**

15.1. In this Agreement:

**Illegal or Corrupt Practice** means directly or indirectly:

(a) making or causing to be made, any offer, gift, payment, consideration or benefit of any kind to any party, or

(b) receiving or seeking to receive, any offer, gift, payment, consideration or benefit of any kind from any party, as an inducement or reward in relation to the performance of the Activity, which would or could be construed as an illegal or corrupt practice.

- 15.2. The Grantee warrants that the Grantee, its officers, employees, contractors, agents and any other individual or entity involved in carrying out the Activity have not, engaged in an Illegal or Corrupt Practice.
  - 15.3. The Grantee agrees not to, and to take all reasonable steps to ensure that its officers, employees, contractors, agents and any other individual or entity involved in carrying out the Activity do not:
    - (a) engage in an Illegal or Corrupt Practice; or
    - (b) engage in any practice that could constitute the offence of bribing a foreign public official contained in section 70.2 of the Criminal Code Act 1995 (Cth).
  - 15.4. The Grantee agrees to inform the Commonwealth within five business days if the Grantee becomes aware of any activity as described in CB15.3 in relation to the performance of the Activity.
16. **Step-in rights**  
N/A
17. **Grant Administrator**  
N/A
18. **Management Adviser**  
N/A
19. **Indemnities**  
N/A
20. **Compliance with Legislation and policies**
- 20.1. In this Agreement: Legislation means a provision of a statute or subordinate legislation of the Commonwealth, or of a State, Territory or local authority
  - 20.2. The Grantee agrees to comply with all Legislation applicable to its performance of this Agreement.
  - 20.3. The Grantee agrees, in carrying out its obligations under this Agreement, to comply with any of the Commonwealth's policies as notified, referred or made available by the Commonwealth to the Grantee (including by reference to an internet site).
21. **Work health and safety**
- 21.1. The Grantee agrees to ensure that it complies at all times with all applicable work health and safety legislative and regulatory requirements and any additional work health and safety requirements set out in the Grant Details.
  - 21.2. If requested by the Commonwealth, the Grantee agrees to provide copies of its work health and safety management plans and processes and such other details of the arrangements it has in place to meet the requirements referred to in clause ST21.1.
  - 21.3. When using the Commonwealth's premises or facilities, the Grantee agrees to comply with all reasonable directions and procedures relating to work health and

safety and security in effect at those premises or facilities, as notified by the Commonwealth or as might reasonably be inferred from the use to which the premises or facilities are being put.

22. **Transition**

N/A

23. **Corporate governance**

N/A

23A. **Incorporation requirement**

N/A

24. **Counterparts**

N/A

25. **Employees subject to SACS Decision**

N/A

26. **Program interoperability with National Disability Insurance Scheme**

N/A

27. **Rollover of surplus and uncommitted funds**

N/A

28. **Secret and Sacred Indigenous Material**

N/A

## Signature

Executed as an agreement:

### Grantee

Full legal name of the Grantee <name of the grantee> <ABN of the grantee>	
Signatory Name	
Signature	
Date	
Witness Name	
Signature and date	

### Commonwealth

Signed for and on behalf of the Commonwealth of Australia as represented by the Department of Infrastructure, Transport, Regional Development and Communications	
Name	Daniel Caruso
Position	Assistant Secretary, COVID Recovery Infrastructure Investment Stimulus
Date	
Signature	
Witness Name	
Signature and date	

## **Schedule 1: Commonwealth Standard Grant Conditions**

### **1. Undertaking the Activity**

- 1.1. The Grantee agrees to undertake the Activity for the purpose of the Grant in accordance with this Agreement.
- 1.2. The Grantee is fully responsible for the Activity and for ensuring the performance of all its obligations under this Agreement in accordance with all relevant laws. The Grantee will not be relieved of that responsibility because of:
  - (a) the grant or withholding of any approval or the exercise or non-exercise of any right by the Commonwealth; or
  - (b) any payment to, or withholding of any payment from, the Grantee under this Agreement.

### **2. Payment of the Grant**

- 2.1. The Commonwealth agrees to pay the Grant to the Grantee in accordance with the Grant Details.
- 2.2. Notwithstanding any other provision of this Agreement, the Commonwealth may by notice withhold payment of any amount of the Grant and/or take any other action specified in the Supplementary Terms if it reasonably believes that:
  - (a) the Grantee has not complied with this Agreement;
  - (b) the Grantee is unlikely to be able to perform the Activity or manage the Grant in accordance with this Agreement; or
  - (c) there is a serious concern relating to the Grantee or this Agreement that requires investigation.
- 2.3. A notice under clause 2.2 will contain the reasons for any action taken under clause 2.2 and, where relevant, the steps the Grantee can take to address those reasons.
- 2.4. The Commonwealth will only be obliged to pay a withheld amount once the Grantee has addressed the reasons contained in a notice under clause 2.2 to the Commonwealth's reasonable satisfaction.

### **3. Acknowledgements**

- 3.1. The Grantee agrees not to make any public announcement, including by social media, in connection with the awarding of the Grant without the Commonwealth's prior written approval.
- 3.2. The Grantee agrees to acknowledge the Commonwealth's support in all Material, publications and promotional and advertising materials published in connection with this Agreement. The Commonwealth may notify the Grantee of the form of acknowledgement that the Grantee is to use.
- 3.3. The Grantee agrees not to use the Commonwealth Coat of Arms in connection with the Grant or the Activity without the Commonwealth's prior written approval.

#### **4. Notices**

- 4.1. Each Party agrees to promptly notify the other Party of anything reasonably likely to adversely affect the undertaking of the Activity, management of the Grant or its performance of any of its other requirements under this Agreement.
- 4.2. A notice given by a Party under this Agreement must be in writing and addressed to the other Party's representative as set out in the Grant Details or as most recently updated by notice given in accordance with this clause.
- 4.3. A notice is deemed to be effected:
  - (a) if delivered by hand - upon delivery to the relevant address;
  - (b) if sent by post - upon delivery to the relevant address; or
  - (c) if transmitted electronically - upon actual receipt by the addressee.
- 4.4. A notice received after 5.00 pm, or on a day that is a Saturday, Sunday or public holiday, in the place of receipt, is deemed to be effected on the next day that is not a Saturday, Sunday or public holiday in that place.
- 4.5. The Commonwealth may, by notice, advise the Grantee of changes to the Agreement that are minor or of an administrative nature, provided that any such changes do not increase the Grantee's obligations under this Agreement. Such changes, while legally binding, are not variations for the purpose of clause 8.

#### **5. Relationship between the Parties**

A Party is not by virtue of this Agreement the employee, agent or partner of the other Party and is not authorised to bind or represent the other Party.

#### **6. Subcontracting**

- 6.1. The Grantee is responsible for the performance of its obligations under this Agreement, including in relation to any tasks undertaken by subcontractors.
- 6.2. The Grantee agrees to make available to the Commonwealth the details of any of its subcontractors engaged to perform any tasks in relation to this Agreement upon request.

#### **7. Conflict of interest**

- 7.1. Other than those which have already been disclosed to the Commonwealth, the Grantee warrants that, to the best of its knowledge, at the date of this Agreement neither it nor its officers have any actual, perceived or potential conflicts of interest in relation the Activity.
- 7.2. If during the term of the Agreement, any actual, perceived or potential conflict arises or there is any material change to a previously disclosed conflict of interest, the Grantee agrees to:
  - (a) notify the Commonwealth promptly and make full disclosure of all relevant information relating to the conflict; and
  - (b) take any steps the Commonwealth reasonably requires to resolve or otherwise deal with that conflict.

## **8. Variation, assignment and waiver**

- 8.1. This Agreement may be varied in writing only, signed by both Parties.
- 8.2. The Grantee cannot assign its obligations, and agrees not to assign its rights, under this Agreement without the Commonwealth's prior approval.
- 8.3. The Grantee agrees not to enter into negotiations with any other person for the purposes of entering into an arrangement that will require novation of, or involve any assignment of rights under, this Agreement without first consulting the Commonwealth.
- 8.4. A waiver by a Party of any of its rights under this Agreement is only effective if it is in a signed written notice to the other Party and then only to the extent specified in that notice.

## **9. Taxes, duties and government charges**

- 9.1. The parties have entered into this Grant Agreement on the understanding that the Commonwealth and the Grantee are both government related entities, and that the amount of the Grant and anything else the Grantee receives from another entity in relation to any supply under this Agreement does not exceed the Grantee's cost of making that supply. On this basis, and in accordance with GSTR 2012/2 the parties rely on s.9-17 of the GST Act for no GST being imposed in connection with a supply made under this Agreement. Consequently, the actual and projected expenditure the Grantee reports to the Commonwealth must exclude the GST component on goods and services, and the payments the Commonwealth makes under this Agreement will not include GST.
- 9.2. The Grantee agrees to pay all taxes, duties and government charges imposed or levied in Australia or overseas in connection with the performance of this Agreement, except as provided by this Agreement.
- 9.3. If Goods and Services Tax (GST) is payable by a supplier on any supply made under this Agreement, the recipient of the supply will pay to the supplier an amount equal to the GST payable on the supply, in addition to and at the same time that the consideration for the supply is to be provided under this Agreement.
- 9.4. If at the commencement of the Agreement the Grantee is not registered for GST and during the term of the Agreement the Grantee becomes, or is required to become, registered for GST, the Grantee agrees to notify the Commonwealth in writing within 7 days of becoming registered for GST.

## **10. Spending the Grant**

- 10.1. The Grantee agrees to spend the Grant for the purpose of performing the Activity and otherwise in accordance with this Agreement.
- 10.2. Within one month after the Activity Completion Date, the Grantee agrees to provide a statement signed by the Grantee in a form specified by the Commonwealth verifying the Grant was spent in accordance with this Agreement.

## **11. Repayment**

- 11.1. If any amount of the Grant:
  - (a) has been spent other than in accordance with this Agreement; or



(b) is additional to the requirements of the Activity; then the Commonwealth may by written notice:

(c) require the Grantee to repay that amount to the Commonwealth;

(d) require the Grantee to deal with that amount as directed by the Commonwealth;

or

(e) deduct the amount from subsequent payments of the Grant or amounts payable under another agreement between the Grantee and the Commonwealth.

11.2. If the Commonwealth issues a notice under this Agreement requiring the Grantee to repay a Grant amount:

(a) the Grantee must do so within the time period specified in the notice;

(b) the Grantee must pay interest on any part of the amount that is outstanding at the end of the time period specified in the notice until the outstanding amount is repaid in full; and

(c) the Commonwealth may recover the amount and any interest under this Agreement as a debt due to the Commonwealth without further proof of the debt being required.

## **12. Record keeping**

12.1. The Grantee agrees to keep financial accounts and other records that:

(a) detail and document the conduct and management of the Activity;

(b) identify the receipt and expenditure of the Grant separately within the Grantee's accounts and records so that at all times the Grant is identifiable; and

(c) enable all receipts and payments related to the Activity to be identified and reported.

12.2. The Grantee agrees to keep the records for five years after the Activity Completion Date or such other time specified in the Grant Details and provide copies of the records to the Commonwealth upon request.

## **13. Reporting and Liaison**

13.1. The Grantee agrees to provide the Reporting Material specified in the Grant Details to the Commonwealth.

13.2. In addition to the obligations in clause 13.1, the Grantee agrees to:

(a) liaise with and provide assistance and information to the Commonwealth as reasonably required by the Commonwealth; and

(b) comply with the Commonwealth's reasonable requests, directions and monitoring requirements,

in relation to the Activity.

13.3. If the Commonwealth acting reasonably has concerns regarding the performance of the Activity or the management of the Grant, the Commonwealth may by written notice require the Grantee to provide one or more additional reports, containing the information and by the date(s), specified in the notice.

13.4. The Grantee acknowledges that the giving of false or misleading information to the Commonwealth is a serious offence under the Criminal Code Act 1995 (Cth).

#### **14. Privacy**

- 14.1. When dealing with Personal Information in carrying out the Activity, the Grantee agrees:
- (a) to comply with the requirements of the Privacy Act 1988 (Cth); and
  - (b) not to do anything which, if done by the Commonwealth, would be a breach of an Australian Privacy Principle.

#### **15. Confidentiality**

- 15.1. The Parties agree not to disclose each other's confidential information without the other Party's prior written consent unless required or authorised by law or Parliament to disclose.
- 15.2. The Commonwealth may disclose the Grantee's confidential information where;
- (a) the Commonwealth is providing information about the Activity or Grant in accordance with Commonwealth accountability and reporting requirements;
  - (b) the Commonwealth is disclosing the information to a Minister of the Australian Government, a House or Committee of the Commonwealth Parliament; or
  - (c) the Commonwealth is disclosing the information to its personnel or another Commonwealth agency where this serves the Commonwealth's legitimate interests.

#### **16. Insurance**

- 16.1. The Grantee agrees to maintain adequate insurance for as long as any obligations remain in connection with this Agreement and provide proof of insurance to the Commonwealth upon request.

#### **17. Intellectual property**

- 17.1. Subject to clause 17.2, the Grantee owns the Intellectual Property Rights in Activity Material and Reporting Material.
- 17.2. This Agreement does not affect the ownership of Intellectual Property Rights in Existing Material.
- 17.3. The Grantee provides the Commonwealth a permanent, non-exclusive, irrevocable, royalty-free licence to use, modify, communicate, reproduce, publish, adapt and sub-license the Reporting Material for Commonwealth Purposes.
- 17.4. The licence in clause 17.3 does not apply to Activity Material.

#### **18. Dispute resolution**

- 18.1. The Parties agree not to initiate legal proceedings in relation to a dispute arising under this Agreement unless they have first tried and failed to resolve the dispute by negotiation.
- 18.2. Unless clause 18.3 applies, the Parties agree to continue to perform their respective obligations under this Agreement when a dispute exists.
- 18.3. The Parties may agree to suspend performance of the Agreement pending resolution of the dispute.
- 18.4. Failing settlement by negotiation in accordance with clause 18.1, the Parties may agree to refer the dispute to an independent third person with power to intervene

and direct some form of resolution, in which case the Parties will be bound by that resolution. If the Parties do not agree to refer the dispute to an independent third person, either Party may initiate legal proceedings.

- 18.5. Each Party will bear their own costs in complying with this clause 18, and the Parties will share equally the cost of any third person engaged under clause 18.4.
- 18.6. The procedure for dispute resolution under this clause does not apply to any action relating to termination, cancellation or urgent interlocutory relief.

## **19. Reduction, Suspension and Termination**

### **19.1. Reduction in scope of agreement for fault**

- 19.1.1. If the Grantee does not comply with an obligation under this Agreement and the Commonwealth believes that the non-compliance is incapable of remedy, or if the Grantee has failed to comply with a notice to remedy, the Commonwealth may by written notice reduce the scope of the Agreement.
- 19.1.2. The Grantee agrees, on receipt of the notice of reduction, to:
  - (a) stop or reduce the performance of the Grantee's obligations as specified in the notice;
  - (b) take all available steps to minimise loss resulting from the reduction;
  - (c) continue performing any part of the Activity or the Agreement not affected by the notice if requested to do so by the Commonwealth; and
  - (d) report on, and return any part of, the Grant to the Commonwealth, or otherwise deal with the Grant, as directed by the Commonwealth.
- 19.1.3. In the event of reduction under clause 19.1.1, the amount of the Grant will be reduced in proportion to the reduction in the scope of the Agreement.

### **19.2. Suspension**

#### **19.2.1. If:**

- (a) the Grantee does not comply with an obligation under this Agreement and the Commonwealth believes that the non-compliance is capable of remedy;
  - (b) the Commonwealth reasonably believes that the Grantee is unlikely to be able to perform the Activity or manage the Grant in accordance with this Agreement; or
  - (c) the Commonwealth reasonably believes that there is a serious concern relating to the Grantee or this Agreement that requires investigation;
- the Commonwealth may by written notice:
- (d) immediately suspend the Grantee from further performance of the Activity (including expenditure of the Grant); and/or
  - (e) require that the non-compliance or inability be remedied, or the investigation be completed, within the time specified in the notice.

#### **19.2.2. If the Grantee:**

- (a) remedies the non-compliance or inability specified in the notice to the Commonwealth's reasonable satisfaction, or the Commonwealth reasonably concludes that the concern is unsubstantiated, the Commonwealth may direct the Grantee to recommence performing the Activity; or

(b) fails to remedy the non-compliance or inability within the time specified, or the Commonwealth reasonably concludes that the concern is likely to be substantiated, the Commonwealth may reduce the scope of the Agreement in accordance with clause 19.1 or terminate the Agreement immediately by giving a second notice in accordance with clause 19.3.

**19.3. Termination for fault**

19.3.1. The Commonwealth may terminate this Agreement by notice where the Grantee has:

- (a) failed to comply with an obligation under this Agreement and the Commonwealth believes that the non-compliance is incapable of remedy or where clause 19.2.2.b applies; or
- (b) provided false or misleading statements in relation to the Grant; or
- (c) become bankrupt or insolvent, entered into a scheme of arrangement with creditors, or come under any form of external administration.

19.3.2. The Grantee agrees, on receipt of the notice of termination, to:

- (a) stop the performance of the Grantee's obligations;
- (b) take all available steps to minimise loss resulting from the termination; and
- (c) report on, and return any part of, the Grant to the Commonwealth, or otherwise deal with the Grant, as directed by the Commonwealth.

**20. Cancellation or reduction for convenience**

20.1. The Commonwealth may cancel or reduce the scope of this Agreement by notice, due to:

- (a) a change in government policy; or
- (b) a Change in the Control of the Grantee which the Commonwealth reasonably believes will negatively affect the Grantee's ability to comply with this Agreement.

20.2. On receipt of a notice of reduction or cancellation under this clause, the Grantee agrees to:

- (a) stop or reduce the performance of the Grantee's obligations as specified in the notice;
- (b) take all available steps to minimise loss resulting from that reduction or cancellation;
- (c) continue performing any part of the Activity or the Agreement not affected by the notice if requested to do so by the Commonwealth; and
- (d) report on, and return any part of, the Grant to the Commonwealth, or otherwise deal with the Grant, as directed by the Commonwealth.

20.3. In the event of reduction or cancellation under this clause, the Commonwealth will be liable only to:

- (a) pay any part of the Grant due and owing to the Grantee under this Agreement at the date of the notice; and
- (b) reimburse any reasonable and substantiated expenses the Grantee unavoidably incurs that relate directly and entirely to the reduction in scope or cancellation of the Agreement.

- 20.4. In the event of reduction, the amount of the Grant will be reduced in proportion to the reduction in the scope of the Agreement.
- 20.5. The Commonwealth's liability to pay any amount under this clause is:
- (a) subject to the Grantee's compliance with this Agreement; and
  - (b) limited to an amount that when added to all other amounts already paid under the Agreement will not exceed the total amount of the Grant.
- 20.6. The Grantee will not be entitled to compensation for loss of prospective profits or benefits that would have been conferred on the Grantee but for the cancellation or reduction in scope of the Agreement under clause 20.1.
- 20.7. The Commonwealth will act reasonably in exercising its rights under this clause.

## 21. **Survival**

The following clauses survive termination, cancellation or expiry of this Agreement:

- clause 10 (Spending the Grant);
- clause 11 (Repayment);
- clause 12 (Record keeping);
- clause 13 (Reporting);
- clause 14 (Privacy);
- clause 15 (Confidentiality);
- clause 16 (Insurance);
- clause 17 (Intellectual property);
- clause 19 (Reduction, Suspension and Termination);
- clause 21 (Survival);
- clause 22 Definitions; and
- Any applicable provisions included from the clause bank; and
- Any other clause which expressly or by implication from its nature is meant to survive.

## 22. **Definitions**

In this Agreement, unless the contrary appears:

- **Activity** means the activity described in the Grant Details and includes the provisions of the Reporting Material.
- **Activity Completion Date** means the date or event specified in the Grant Details.
- **Activity Material** means any Material, other than Reporting Material, created or developed by the Grantee as a result of the Activity and includes any Existing Material that is incorporated in or supplied with the Activity Material.
- **Agreement** means the Grant Details, Supplementary Terms (if any), the Commonwealth Standard Grant Conditions and any other document referenced or incorporated in the Grant Details.
- **Agreement End Date** means the date or event specified in the Grant Details.
- **Australian Privacy Principle** has the same meaning as in the *Privacy Act 1988*.

- **Change in the Control** means any change in any person(s) who directly exercise effective control over the Grantee.
- **Commonwealth** means the Commonwealth of Australia as represented by the Commonwealth entity specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.
- **Commonwealth Purposes** includes the following:
  - a. the Commonwealth verifying and assessing grant proposals, including a grant application;
  - b. the Commonwealth administering, monitoring, reporting on, auditing, publicising and evaluating a grant program or exercising its rights under this Agreement;
  - c. the Commonwealth preparing, managing, reporting on, auditing and evaluating agreements, including this Agreement; and
  - d. the Commonwealth developing and publishing policies, programs, guidelines and reports, including Commonwealth annual reports;
 but in all cases:
  - e. excludes the commercialisation (being for-profit use) of the Material by the Commonwealth.
- **Commonwealth Standard Grant Conditions** means this document.
- **Existing Material** means Material developed independently of this Agreement that is incorporated in or supplied as part of Reporting Material or Activity Material.
- **Grant** means the money, or any part of it, payable by the Commonwealth to the Grantee for the Activity as specified in the Grant Details.
- **Grantee** means the legal entity other than the Commonwealth specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.
- **Grant Details** means the document titled Grant Details that forms part of this Agreement.
- **Intellectual Property Rights** means all copyright, patents, registered and unregistered trademarks (including service marks), registered designs, and other rights resulting from intellectual activity (other than moral rights under the *Copyright Act 1968*).
- **Material** includes documents, equipment, software (including source code and object code versions), goods, information and data stored by any means including all copies and extracts of them.
- **Party** means the Grantee or the Commonwealth.
- **Personal Information** has the same meaning as in the *Privacy Act 1988*.
- **Phase 2 Guidelines** means the 'COVID-19 Local Roads and Community Infrastructure Program Guidelines – Phase 2'
- **Records** includes documents, information and data stored by any means and all copies and extracts of the same.
- **Reporting Material** means all Material which the Grantee is required to provide to the Commonwealth for reporting purposes as specified in the Grant Details and includes any Existing Material that is incorporated in or supplied with the Reporting Material.