



Berrybank Wind Farm Community Grants 2023

Funding Agreement

THIS AGREEMENT IS MADE BETWEEN:

GOLDEN PLAINS SHIRE COUNCIL (ABN 86 998 570 296) (**Council**)

And

[**APPLICANT NAME**] (ABN [X]) (**Applicant**)

[**PROJECT NAME**] (**Project**)

[\$**Funding Amount**] (**Grant Amount**), with phasing:

- Year 1:
- Year 2:
- Year 3:

BACKGROUND

- Council administers the Berrybank Wind Farm Community Grants Program on behalf of Berrybank Development Pty Ltd under the Berrybank Community Grants Agreement dated 22 August 2019.
- The Applicant applied for a grant through the Berrybank Wind Farm Community Grants Program to deliver the Project.
- Council supports the Berrybank Wind Farm Community Grants Committee's recommendation to fund the Applicant the Grant Amount to deliver the Project approved by Council's CEO on the terms and conditions set out in this Agreement.
- By signing this Agreement, the Applicant accepts the Grant Amount and agrees to be bound by the terms and conditions set out in this Agreement.

AGREEMENT

The parties confirm and agree that:

- The signatories to this Agreement are authorised to enter into this Agreement.
- This Agreement commences on the date it is signed by both parties and ends on the date that the Applicant's acquittal report on the Project is submitted to and accepted by Council.
- The Grant Amount set out in this Agreement must be spent on the approved Project unless written approval is given by Council.
- The Grant Amount must be acquitted ex GST, if the Applicant (or the Applicant's Auspice organisation) is GST registered. Funds must be acquitted incl GST if the Applicant (or the Applicant's Auspice organisation) is not GST registered.
- The Project must commence on or after 1 September 2023 unless otherwise agreed to and provided for under the Special Conditions set out in this Agreement.
- If the Project includes installation of community assets (e.g. community arts including mural and sculpture, gardens, tables, chairs) on public land including Council managed and/or owned land, the

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Applicant will bear all responsibility for the maintenance and/or future removal of the community assets. The Applicant agrees to enter into a Memorandum of Understanding with Council setting out the terms and conditions for ongoing maintenance and/or future removal of the community assets if the community assets are installed on Council managed and/or owned land.

7. The Applicant must apply for, fund and obtain all required permits for the project (e.g. food handling, planning, building or local laws permits). Funding through this Berrybank Wind Farm Community Grants program does not constitute approval of required permits.
8. For single year funding, all work must be completed, and the Grant Amount expended within 12 months from the date of this Agreement (**Project Completion Date**) unless written authorisation is given by Council.
9. For multi-year funding, an annual acquittal report is required of the project status, including an income and expenditure statement detailing how the grant funds were expended. This must be submitted to Council by the before the annual anniversary of the date of this Agreement (**Annual Review Date**) via SmartyGrants. You are required to provide the annual acquittal report before you can apply for the following year's funding.
10. The Applicant must submit an acquittal report upon completion of the Project prior to the Project Completion Date or the final Annual Review Date via SmartyGrants. A statement of the expenditure of the Grant Amount including receipts and photos of the Project must be submitted with the acquittal report.
11. Any variation to this Agreement or the Project shall only be agreed to in writing between the parties. All requests for variations must be received by Council by no later than one month prior to the Project Completion Date or the Annual Review Date.
12. The Applicant must return any funds not expended to Council.
13. Council bears no responsibility for any shortfall should the Project run over budget.
14. The Applicant must maintain accurate financial records detailing the expenditure of the Grant Amount, and these records must be made available to Council. Council may request meetings with the Applicant to check on the progress of the Project or undertake an independent audit of the Applicant's financial records.
15. The Applicant must effect and maintain the necessary insurance coverage for the Project. This may include but is not limited to:
 - Public liability insurance (PLI)
 - Professional indemnity insurance
 - WorkcoverCopies of the necessary insurance policies must be provided to Council prior to release of the Grant amount.
16. The Applicant must have in place the necessary Occupational Health and Safety (OHS) and Safe Work Method Statements if required. Copies of these documents must be provided to Council prior to release of the Grant Amount.
17. The Applicant must acknowledge the Berrybank Wind Farm Community Grants Program as a funding source on all marketing and publicity material. All marketing and publicity material must be submitted to Council for prior approval.
18. A breach of this Agreement may result in the Applicant being ineligible to apply for any future funding.
19. The Applicant must sign and return this Agreement by **[X]** or the Grant Amount may be withdrawn.

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[SPECIAL CONDITIONS] REMOVE IF NOT APPLICABLE

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EXECUTION

Signed for and on behalf of Golden Plains Shire Council (ABN 86 998 570 296) by:
Name:
Title:
Date:

Signed for and on behalf of [APPLICANT NAME] (ABN [X]) by:
Name:
Title:
Date:

Collection Notice:

Golden Plains Shire Council ('Council') may disclose your information to internal departments and the Berrybank Wind Farm Community Grants Committee, comprising of three members from Council, two from the community and one from Berrybank Development Pty Ltd, in order to process your application and support the proposed project if the application is successful. Successful grant recipients will be presented to and disclosed at a Council meeting which is open to the public, recorded in public Council meeting records, and may be included in media releases.

Council will not disclose your personal information to any external party other than the Berrybank Wind Farm Community Grants Committee without your consent, unless required or authorised to do so by law. If you do not provide us with all required information, Council will not be able to assess/process your grant application.

You have the right to access your personal information and make any necessary corrections. If you have any queries or wish to gain access to amend your information, please contact the Council Planning and Grants Officer on (03) 5220 7111 or communitygrants@gplains.vic.gov.au.

Council will comply with its Privacy Policy and Information Privacy Principles in schedule 1 of the Privacy and Data Protection Act 2014 and the Health Records Act 2001 in relation to the use, storage and disclosure of information. If you have any queries regarding this Privacy Statement, please contact the Privacy Officer in writing to enquiries@gplains.vic.gov.au or PO Box 111, Bannockburn 3331.