# BARKLY REGIONAL COUNCIL

#### **OUR VISION**

We strive to be responsive, progressive, sustainable council which respects, listens and empowers the people to be strong.

#### The Way We Will Work

#### We will make it happen!

We will be engaged and have regular opportunities to listen. We will have strong policy and budgets to ensure our programs and services are progressive and sustainable.

Respect is shown in everything we do and we have acceptance of all cultures in the Barkly Region and their practices through a culturally competent Council.

We are a responsible Council.

We will be a responsive Council.

We want to empower local decision making.

We want to ensure that our services are sustainable and that our region has a standard consistent level of services.

We want to be able to sustain our environment – our communities, our physical places, our people and our organisational culture.

We will aggressively pursue additional funding from both levels of government to improve the standard of living of people across the region.

We need to be realistic, transparent and accountable.

# AGENDA ALI CURUNG LOCAL AUTHORITY MEETING

## **MONDAY, 7 OCTOBER 2019**

Barkly Regional Council's Ali Curung Local Authority will be held in Ali Curung on Monday, 7
October 2019 at 1:00pm.

Steven Moore
Chief Executive Officer



## **COUNCIL PRAYER**

Our Lord Jesus Christ, we trust you will guide and bless this meeting of the Barkly Regional Council. We pray that you will ensure that all discussions and decisions made today are just and fair as they will affect all people within the Barkly Region. We also pray for your guidance to ensure that all our dealings are appropriate to all those whom we represent and will reflect an equitable and honest approach to the issues to be discussed today.

**Amen** 

## **WELCOME TO COUNTRY**

I respectfully acknowledge the traditional owners past and present of this land on which we are meeting, the Warumungu people.

## **AGENDA**

ITEM SUBJECT PAGE NO

# MEETING TO COMMENCE WITH ACKNOWLEDGEMENT OF TRADITIONAL OWNERS

| 1  | OPE                                    | NING & ATTENDANCE   |          |
|----|--|---|----------|
|    | 1.1<br>1.2<br>1.3<br>1.4<br>1.5<br>1.6 | Authority Members Present Staff and Visitors Present Apologies To Be Accepted Absent Without Apologies Resignations Disclosure of Interests |          |
| 2  | CON                                    | FIRMATION OF PREVIOUS MINUTES   |          |
|    | 2.1                                    | Confirmation of Previous Minutes  | 5        |
| 3  | CHIE                                   | F EXECUTIVE OFFICER REPORTS   |          |
|    | 3.1                                    | Monthly CEO Report  | 12       |
| 4  | FINA                                   | NCE   |          |
|    | Nil                                    |   |          |
| 5  | ARE                                    | A MANAGERS REPORT   |          |
|    | 5.1                                    | Ali Curung Area Managers Report - Sept 2019   | 14       |
| 6  | GEN                                    | ERAL BUSINESS   |          |
|    | 6.1<br>6.2<br>6.3                      | CDP Community Advisory Board  | 19       |
| 7  | COR                                    | RESPONDENCE   |          |
|    | Nil                                    |   |          |
| 8  | ОТН                                    | ER MATTERS FOR NOTING   |          |
|    | 8.1                                    | Local Radio Broadcasting - Ali Curung   | 36       |
| 9  | ACTI                                   | ON ITEMS FROM PREVIOUS MEETING  |          |
|    | Nil                                    |   |          |
| 10 | REP                                    | ORTS FROM BARKLY REGIONAL COUNCIL   |          |
|    | 10.1<br>10.2<br>10.3                   | Snap, Send, Solve   | 58       |
| 11 | THE                                    | REGIONAL COUNCIL'S PROPOSED REGIONAL PLAN   |          |
|    | Nil                                    |   |          |
| 12 | VISIT                                  | OR PRESENTATIONS  |          |
|    | 12.1                                   | Visitor Presentation - feedback of 2019 Trachoma screening and treatment  |          |
|    | 12.2                                   | Date for Ali Curung   | 89<br>91 |
| 13 |  | ER BUSINESS   |          |
|    |  |   |          |

| 14 | CLOS | SE OF MEETING                |    |
|----|------|------------------------------|----|
|    |      | Suicide Story Update         |    |
|    | 13.1 | Confirmation of Meeting Date | 93 |

#### **CONFIRMATION OF PREVIOUS MINUTES**

**ITEM NUMBER** 2.1

**TITLE** Confirmation of Previous Minutes

REFERENCE 282520

**AUTHOR** Tim Hema, Area Manager - Ali Curung

#### **RECOMMENDATION**

#### That the Authority

**a)** Receive and note the minutes of the Ali Curung meeting held on the 2<sup>nd</sup> of September as a true and accurate record.

7 October 2019

BARKLY REGIONAL COUNCIL

#### **SUMMARY:**

#### **BACKGROUND**

#### ISSUE/OPTIONS/CONSEQUENCES

#### **CONSULTATION & TIMING**

#### **ATTACHMENTS**:

1 Ali Curung LA Minutes Unconfirmed 2 September 2019.PDF





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We will aggressively pursue additional funding from both levels of government to improve the standard of living of people across the region.

We need to be realistic, transparent and accountable.

## **MINUTES**

# ALI CURUNG LOCAL AUTHORITY MEETING MONDAY, 2 SEPTEMBER 2019

The Ali Curung Local Authority of the Barkly Regional Council was held in Ali Curung on Monday, 2 September 2019 at 1:00pm.

**Steven Moore** 

- 1 -

#### **Chief Executive Officer**

Meeting commenced at 1:23pm with Noel Hayes as chair.

#### 1. OPENING AND ATTENDANCE

1.1 Elected Members Present

Steven Edgington

Noel Hayes

**Edith Hanlon** 

Sammy Ladd

Derek Walker

**Andrew Tsvaris** 

Peter Corbett

1.2 Staff And Visitors Present

Shelley McDonald

Ralph McCoy

Cyndia Roberts

Nicholah Wasarirevu

Charles Pollard

Leslie Anderson

Peter Lake

Kathleen Dickson

Ashley Schaefer

Deborah Booker

Makhaim Brandon

1.3 Apologies To Be Accepted

Lucy Jackson

Cysila Rose

Jerry Rice

- 1.4 Absent Without Apologies
- 1.5 Disclosure Of Interest

There were no declarations of interest at this Ali Curung Local Authority meeting.

#### 2. CONFIRMATION OF PREVIOUS MINUTES

#### 2.1 CONFIRMATION OF PREVIOUS MINUTES

#### **MOTION**

#### **That the Authority**

a) Receive and note the minutes of the previous meeting as a true and accurate record.

#### **RESOLVED**

- 2 -

Moved: LA Member Derek Walker

Seconded:LA Member Andrew Tsavaris

CARRIED UNAN.

Resolved ACLA 1/19

#### 3. CORPORATE SERVICES DIRECTORATE REPORTS

#### 5.1 ACTION ITEMS FROM PREVIOUS MEETING.

#### **MOTION**

That the Authority

(a) Receive and note the report.

**RESOLVED** 

Moved: LA Member Andrew Tsavaris

**Seconded:LA Member Peter Corbett** 

CARRIED UNAN.

Resolved ACLA 2/19

#### 3.1 MONTHLY FINANCE REPORT

#### **MOTION**

That the Authority

a) Receive and note the report.

**RESOLVED** 

Moved: LA Member Andrew Tsavaris

Seconded:LA Member Edith Hanlon

CARRIED UNAN.

Resolved ACLA 3/19

#### 4. **GENERAL BUSINESS**

## 4.1 ALTERNATE TO YOUTH DETENTION CENTRE - WORKING GROUP UPDATE - JULY

#### **MOTION**

#### **That Council:**

**a)** Receive and note the report from the Alternate to Youth Detention Centre Working Group meeting held on 17 July 2019

#### **RESOLVED**

Moved: LA Member Derek Walker Seconded:LA Member Edith Hanlon

CARRIED UNAN.

Resolved ACLA 4/19

#### 4.2 REGIONAL DEAL UPDATE

#### **MOTION**

That the Authority:

a) Receive and note the update

**RESOLVED** 

Moved: LA Member Derek Walker Seconded: LA Member Peter Corbett

CARRIED UNAN.

Resolved ACLA 5/19

#### 4.3 SOLAR STREET LIGHTING AT ALI CURUNG PARKS

#### RECOMMENDATION

That the Authority

(a) Select and approve best quote for Solar Lights and Poles for installation at Ali Curung Parks.

Deferred till next meeting upon return of Tim Hema

#### 4.4 CONFIRMATION OF NEXT MEETING DATE

#### **MOTION**

That the Authority

(a) Confirm the date of the next Local Authority to be held on Monday 2<sup>nd</sup> October 2019.

**RESOLVED** 

Moved: LA Member Edith Hanlon

Seconded:LA Member Sammy Ladd

**CARRIED UNAN.** 

Resolved ACLA 6/19

#### 4.5 SUICIDE STORY NOMINATIONS

#### MOTION

That the Authority

- a) Receive and note the report;
- b) Nominate 2 Local Authority members.

#### **RESOLVED**

Moved: Cr. Noel Hayes

Seconded:LA Member Derek Walker

CARRIED UNAN.

Resolved ACLA 7/19

#### 5. ACTION ITEMS FROM PREVIOUS MEETING

#### 6. AREA MANAGERS REPORT

- 4 -

#### 6.1 ALI CURUNG AREA MANAGER'S REPORT MONTHLY

**MOTION** 

That the Authority

(a) Receive and note the report.

**RESOLVED** 

Moved: LA Member Derek Walker

Seconded: LA Member Andrew Tsavaris CARRIED UNAN.

Resolved ACLA 8/19

#### 7. LOCAL AUTHORITY PROJECTS BREAKDOWN

Nil

#### 8. CEO REPORT ON CURRENT BRC SERVICES IN LA AREA

#### 8.1 MONTHLY CEO REPORT

**MOTION** 

**That Council** 

(a) Receive and note the Director of Operations report.

**RESOLVED** 

Moved: LA Member Andrew Tsavaris

Seconded:LA Member Derek Walker

CARRIED UNAN.

Resolved ACLA 9/19

#### 9. BRC'S RESPONSE TO LA ISSUES RAISED

#### 9.1 CORRESPONDANCE TO CHIEF MINISTER

**MOTION** 

That the Authority

A) Receive and note the letter from the Chief Minister.

**RESOLVED** 

**Moved:** LA Member Andrew Tsavaris

Seconded:LA Member Sammy Ladd

**CARRIED UNAN.** 

Resolved ACLA 10/19

#### 10. SERVICE DELIVERY ISSUES REPORTS IN THE LA AREA

Nil

11. <u>REGIONAL COUNCIL'S ANNUAL REPORT FOR THE PREVIOUS FINANCIAL YEAR</u>

Nil

12. THE REGIONAL COUNCIL'S POLICY ON DELEGATION OF POWERS AND FUNCTIONS

- 5 -

Nil

13. THE REGIONAL COUNCIL'S PROPOSED REGIONAL PLAN

Nil

14. THE REGIONAL COUNCIL'S PROPOSED BUDGET PRIORITIES FOR THE LOCAL AUTHORITY AREA FOR THE NEXT FINANCIAL YEAR

Νil

15. BRC'S RESPONSE TO SERVICE DELIVERY COMPLAINTS IN THE LA AREA

Nil

16. VISITOR PRESENTATIONS

#### **16.1 VISITOR PRESENTATION**

#### **MOTION**

That the Authority

a) Receive and note the presentation.

**RESOLVED** 

Moved: Cr. Noel Hayes

Seconded:LA Member Derek Walker

CARRIED UNAN.

Resolved ACLA 11/19

#### 17. QUESTIONS FROM MEMBERS OF THE PUBLIC

Nil

#### 18. CLOSE OF MEETING

THIS PAGE AND THE PRECEEDING PAGES ARE THE MINUTES OF THE Ali Curung Local Authority Meeting HELD ON Monday, 2 September 2019 AND CONFIRMED Monday, 7 October 2019.

|       | Steve Moore             |  |
|-------|-------------------------|--|
| Chair | Chief Executive Officer |  |

#### CHIEF EXECUTIVE OFFICER REPORTS

**ITEM NUMBER** 3.1

TITLE Monthly CEO Report

REFERENCE 282275

AUTHOR Shelley McDonald, Area Manager - Elliott

#### RECOMMENDATION

#### That the Authority

a) Receive and note the report.

#### **SUMMARY:**

The month of September has been a busy month for the LA meetings,

- Local Authority meetings were held in all communities with a quorum with Ampilatwatja having all members present at the meeting, many innovative projects have been added to the action item lists, along with jobs completed.
- I attended three of the Local Authority meetings with the Mayor and it was interesting to see how they ran differently but still had successful outcomes, it was also a great chance to visit two communities I had never been too before being Wutunugurra and Alpurrurulam.
- I was impressed with the cleanliness of the Wutunugurra Community especially the yards of the residents and I spoke to Owen the Area Manager to get some tips on how he achieved this result with the Community.
- I was also impressed with the Alpurrurulam Community they also had a clean community free of most rubbish, Troy took me for a drive around the community and it was great to see the Telstra Tower finally being installed in the Community, along with the essential services they have to help keep the Community going.
- The Mayor and Makhaim attended the other three LA Meetings, the Mayor chose to take an extended stop-in, to visit the work crew upgrading the Barkly Stock Route on the return from Elliott and have his monthly photo shoot with the crew and their equipment.
- I also attended a few meetings while in Tennant Creek the Council meeting, WHS meeting, Directors meetings, infrastructure meeting with Elai around roads in the Communities, it has been great to attend the meetings in person instead of over the phone.
- CEO Steve Moore has extended his leave period, Mark Parsons will continue as acting CEO till further notice.
- I have really enjoyed my time acting as Director of Operations for this period it has been great to see how the other half live, instead of just quick visits in and out of the offices, I will be handing back over to Tim Hema who will take over the acting Director role until Mark returns from leave and return to his role as Director of Operations.

#### **BACKGROUND**

<<Enter Text>>

ORGANISATIONAL RISK ASSESSMENT

<<Enter Text>>

**BUDGET IMPLICATION** 

<<Enter Text>>

#### ISSUE/OPTIONS/CONSEQUENCES



### **CONSULTATION & TIMING**

<<Enter Text>>

### **ATTACHMENTS**:

#### **AREA MANAGERS REPORT**

**ITEM NUMBER** 5.1

TITLE Ali Curung Area Managers Report - Sept 2019

REFERENCE 282510

**AUTHOR** Tim Hema, Area Manager - Ali Curung

#### RECOMMENDATION

#### That the Authority

(a) Receive and note the Area Managers Report

#### **SUMMARY:**

<This should set out what the report is about, why it was written and why it is relevant.>

#### **BACKGROUND**

#### ISSUE/OPTIONS/CONSEQUENCES

#### **CONSULTATION & TIMING**

## ATTACHMENTS:

Ali Curung Area Managers Report -September 2019.pdf

25 September 2019 Report - LA Meeting.pdf





#### AREA MANAGER REPORT - ALI CURUNG

#### September 2019

#### **GENERAL:**

- Last Local Authority Meeting August 7<sup>th</sup> Quorum reached.
- Rise CDP BRC Continues to work closely with Rise Good works been done in Ali Curung
   Looking at securing Women's centre at Murray Downs for their Activity Building.
- Ralph McCoy –Relief Area Manager.(15 July to 9 Aug) (19 Aug to 13 Sept)
- School Holidays YSR Holiday Programme started.
- Demolition works at School Old Classroom (Asbestos)

#### **HIGHLIGHTS:**

• Transfer rubbish bays built landfill completed.

#### **ISSUES:**

- Dump Truck at depot for repair.
- ESO Vehicle at depot for repair.

#### LOCAL AUTHORITY FUNDING

See attached Financial Report

| ADMINISTRATION        | Centrelink and Post Office services continue as normal. New Post Office started – Amanda Roberts-McCoy. Cysila Rose resigned from her position. Recruiting for new CSO currently. |
|-----------------------|---|
| DEPOT                 | X1 municipal vacancy, currently recruiting.  Still remain low on numbers. Started to work closely with CDP.   |
| ESSENTIAL<br>SERVICES | ESO Murray Aldridge – Training relief ESO started.(CDP participant)   |
| AGED CARE             | Aged Care Staff: Team Leader Nadia Simpson, Gideon Nzimande and Elaine Driver. Recruitment for another casual pending.  |

Barkly Regional Council – Area Manager Report



| SAFE HOUSE   | X1 fulltime staff on day shifts and x3 casual on call staff for after hours and weekends. Cyclic roster is working OK, intent to employ another casual on-call worker. |
|--------------|--|
| SPORT & REC  | Attached.  |
| NIGHT PATROL | Currently x4 night patrol Officers   |
|              | Zone Manager: Katie Young is returning as Zone Manager   |
|              | X1 positions vacant –Night Patrol officer  |

#### OTHER:

Barkly Regional Council – Area Manager Report





#### YOUTH, SPORTS & RECREATION – ALI CURUNG Month – September 2019

#### **Staff Members:**

Team Leader: Ralph McCoy

YSR Officers: Vicki McCoy, Kevin Roberts-McCoy

Zania Rice resigned from the position of YSR officer.

#### 5<sup>th</sup> – 6<sup>th</sup> September – First Aid Training

• Ralph and Vicki undertook First Aid training with Bill Adams – CDU.

#### 13th – 15th September – Softball NT Championships – Alice Springs

- YSR Ali Curung combined a Barkly Region softball side with Elliott and Epenarra.
- Unfortunately due to Ali Curung and Elliott making it into the football Grand Final no ladies from either community came along.
- An extremely big thanks to Dianne Pompey (YSR Team Leader, Epenarra) for bringing the ladies along from Epenarra in playing softball.
- As I coached the ladies, thanks also to Kati Wiltshire (YSR Team Leader, Elliott) for being manager and providing bus for the ladies.

#### 30th September – Monkey Mark

- DJ Monkey Mark put a disco on in the park for everyone to enjoy.
- Great to hear music put together from the local guys and other communities.

School holidays commence Monday 30<sup>th</sup> September to Friday 11<sup>th</sup> October 2019. Over the holiday period the programs are for all ages.



#### **GENERAL BUSINESS**

**ITEM NUMBER** 6.1

TITLE CDP Community Advisory Board

REFERENCE 281315

**AUTHOR** Tim Hema, Area Manager - Ali Curung

#### RECOMMENDATION

#### That the Authority

- a) Receive and note the report from CDP;
- **b)** Provide feedback and input to the CDP advisor attending in regards to current programs in the community.

#### **SUMMARY:**

CDP will be attending the Local authorities in Ali Curung, Wutunugurra and Elliott Bi-monthly to get feedback and input from the community.

#### **BACKGROUND**

#### ISSUE/OPTIONS/CONSEQUENCES

#### **CONSULTATION & TIMING**

#### **ATTACHMENTS:**

There are no attachments for this report.





#### **GENERAL BUSINESS**

**ITEM NUMBER** 6.2

TITLE Environmental Sustainability Committee Nominations

REFERENCE 281565

AUTHOR Makhaim Brandon, Administration Officer

#### RECOMMENDATION

#### That the Authority

a) Receive and note the report;

**b)** Nominate Local Authority member/s to the Environmental Sustainability Committee.

7 October 2019

BARKLY REGIONAL COUNCIL

#### **SUMMARY:**

Council has requested that Local Authority member/s from each community be nominated to sit on the Environment Sustainability sub-committee that will soon be formed.

#### **BACKGROUND**

#### ISSUE/OPTIONS/CONSEQUENCES

#### **CONSULTATION & TIMING**

#### **ATTACHMENTS:**

1. Environmental and Sustainability Sub-Committee Nomination Form.pdf

**2** Environment and Sustainability Advisory Committee ToR.pdf



### **COUNCIL COMMITTEE NOMINATION FORM**

| COMMITTEE NAME: Environmental and Sustainability Sub Committee  |
|---|
| 1. Agreement to be nominated  |
| Name:   |
| Address:  |
| Contact Details:  |
| I hereby nominate to become a member of the Environmental and Sustainability Sub-Committee  |
| Signature:  |
| Dated this on day of 201  |
| 2. Council Confirmation of Nomination   |
| I,, the Chief Executive Officer   |
| hereby confirm that   |
| was approved by resolution of Council to be nominated as a member of the Environmental and Sustainability Sub-Committee at a meeting held on day of 201 |
| Signature:  |
|   |
|   |
| Environmental and Sustainability Sub-Committee Nomination Form  |

#### 3. Nominee Information

| curri | culum vitae can also be submitted with the nomination form.                                    |
|-------|--|
| 3.1   | What is your current position?   |
| 3.2   | How long have you held your current position?  |
| 3.3   | Have you ever been involved in any community committee?  |
| 3.4   | What experience do you have that is relevant to this committee?                                |
|       |  |
|       |  |
|       |  |
|       |  |
| 3.5   | Do you have any experience in the local government sector? If so, please give details below:   |
|       |  |
|       |  |
|       |  |
| 4.    | I have read and agree to the Environmental and Sustainability Sub-Committee Terms of Reference |
|       | I agree  |
|       | Signature:   |
|       | Phone:   |
|       | E mail:  |
|       |  |

The following information is required to enable Council to make an informed decision. Current

Environmental and Sustainability Sub-Committee Nomination Form



# Environment and Sustainability Advisory Committee

**Terms of Reference** 

| Approval Date:  |
|-----------------|
| Council Motion: |
| Review Date:    |

#### **PURPOSE**

To provide a formal mechanism for Council to consult with key stakeholders, seek specialist advice and enable community participation in environmental sustainability issues, initiatives, policies and strategies.

#### **OBJECTIVES**

The objectives of these Committee is to:

- Provide advice on environmental sustainability issues such as water, air and soil quality, climate change adaptation and mitigation, sustainable transport, local food, sustainable business, waste management, water management and local biodiversity management;
- Raising environmental issues of interest and concern in the Barkly region to Council for their consideration;
- Assist in the preparation and/or review of key environmental sustainability strategies and policies;
- Provide input and advice to Council on issues of environmental sustainability, including the environmental, economic and social implications of Council's Strategic and Infrastructure Plans; and
- Provide coordination, liaison and communication with other Council advisory groups and key
  external stakeholders in Tennant Creek and remote communities. Examples of this coordination,
  liaison and communication include parks and gardens, streetscapes, cemeteries, Mary Ann Dam
  and other public reserves.

#### **MEMBERSHIP**

- The Chair and Deputy Chairperson will be appointed at the first meeting of the Environmental and Sustainability Sub-Committee. At least two Councillors should be appointed onto the Sub-Committee.
- A maximum of twelve community representatives across a range of locations and wards and with a
  wide range of interests, expertise and experience across the Council.
- To be eligible for membership onto this Sub-Committee, all members must be a resident of the Barkly region.
- Membership onto this Sub-Committee will be confirmed by Council resolution.
- Membership onto this Sub-Committee will be on a voluntary basis and no financial remuneration will be given for participation.

#### **TERM OF APPOINTMENT**

Members will be appointed for a two year term or as otherwise resolved by Council. Members must be able to commit to meet at least 4 times per year over the two-year appointment.

#### **CO-OPTED MEMBERS**

The Committee may invite suitably skilled persons to join the Committee as a co-opted member for a specified purpose and period of time. A co-opted member joins the Committee in an advisory capacity and does not form part of the quorum.

#### QUORUM

A meeting can only take place with at least half of all appointed members plus 1. At least one Councillor must be in attendance at all times and the meeting will become provisional if no Councillors are in attendance.

#### MEMBER RESPONSIBILITIES

In order to fulfil the Committee's objectives, members are expected to:

- Abide by the Council Code of Conduct Members Policy;
- Demonstrate an understanding and interest in diverse environmental and sustainability issues relevant to the Barkly;
- Have a reasonable understanding of the role of local government in sustainability and environmental management;
- Follow relevant Council plans and policies;
- Prepare for and actively participate in regular Committee meetings;
- Keep informed on current developments, issues and concerns in relation to the environment in the Barkly;
- Have reasonable awareness of National and NT Government policy and current issues regarding the environment;
- Be reasonably available to attend meetings;
- Respect confidentiality, if required, of matters discussed in meetings; and
- Declare conflicts prior to the discussion of an agenda item as required.

#### **MEETING FREQUENCY**

Meetings are held quarterly, unless otherwise advised.

#### MANAGEMENT OF THE COMMITTEE

• A Council employee in the role of secretariat will resource the Committee and attend all meetings, provide information, support and technical advice.

The Council employee is responsible for the preparation of meeting agendas, minutes, reports and other administrative functions.

#### REPORTING PROCEDURE

- The Committee is not a formal committee but rather an advisory group that is established by Council.
- Any formal advice provided by the Committee will be reached by consensus where possible. A vote
  may be entered into to resolve a specific recommendation. Where differing views may be expressed
  by the Committee, these views will be reflected in any reports and statements issued.
- Minutes of the meetings are presented to Council at the next scheduled Council Meeting.

Recommendations made by the Advisory Committee require consideration and approval by Council before being fully endorsed and acted upon.

#### **PUBLIC STATEMENTS**

Members of the Committee cannot make public statements on behalf of Council.

#### **REFERENCES**

Flammable Undergrowth By-Law
Garbage By-Law
Meetings and Procedures By-Law
Code of Conduct – Elected Members Policy
Community Consultation Policy
Conflict of Interest Policy
Recycling Policy
Smoke Free Policy
Work Health and Safety Policy

#### **GENERAL BUSINESS**

**ITEM NUMBER** 6.3

TITLE Solar Street Lighting at Ali Curung Parks

REFERENCE 282562

**AUTHOR** Tim Hema, Area Manager - Ali Curung

#### **RECOMMENDATION**

#### That the Authority

(a) Select and approve best quote for Solar Lights and Poles for installation at Ali Curung Parks.

#### **SUMMARY:**

<This should set out what the report is about, why it was written and why it is relevant.>

#### **BACKGROUND**

#### ISSUE/OPTIONS/CONSEQUENCES

#### **CONSULTATION & TIMING**

#### **ATTACHMENTS**:

- 1. Q.1 LeadSun-\$13,333.76.pdf
- **2** Q.2 Delta Electrics \$14,922.76.pdf
- **3** Q.3 MM Electrical-\$15,973.26.pdf





#### Leadsun Australia

ABN: 16 158 717 750

42 Greens Rd, Dandenong South, 3175 Tel: 1300 532 378 Fax: 03 8610 0393 Website: www.leadsun.com.au

## Official Quotation

**Quote Number: 2019-1639** 

Date: 16 Jul 2019

Valid: 16 Sep 2019

Payment terms: 30 Days EOM
Payment method EFT [no credit card facilities]

Attention: Tim Hema

**Customer:** City of Barkly Regional Council (NT)

Phone: 0429 887 763

Email: tim.hema@barkly.nt.gov.au

#### PROJECT DESCRIPTION: LIGHTING FOR ALI CURUNG TOWNSHIP - Project 1

| Item | Product                      | Description                                       | Unit Price     | Qty    | Sub Total   |
|------|------------------------------|---|----------------|--------|-------------|
| 1    | AE2S30I0-B2                  | Solar Engine 10W AIO 164Wh 30W<br>Program = E (A) | \$857.00       | 12     | \$10,284.00 |
| 2    | Freight & Handling<br>Charge | Freight to Tennant Creek NT 0860                  | \$590.00       | 1      | \$590.00    |
|      |                              |   | Cost Excluding | GSTAUD | \$10,874.00 |

#### **System Operation:**

Lights will operation from dusk till dawn at full brightness

#### Autonomy: 1.9 Days

(Full operation power storage on low solar exposure days, eg. cloudy days).

#### **LED Light Heads:**

5W (750Lm) LED light heads with asymmetrical light distribution

Poles:

Footings:

**Underground Scanning:** 

Jamie Mackenzie **Business Development** Manager 0424 744 169 jamie.mackenzie@leadsun.com.au

#### DELIVERY TERMS - SUBJECT TO PRODUCT AVAILABILITY

[Note: 1 week = 5 business days]

[Note: 1 Week = 5 business days]
Supply Only
Leadsun/EZYpole product in stock, standard working modes
Leadsun/EZYpole product in stock, custom working modes
Leadsun/EZYpole product back-order
Leadsun/EZYpole product special order
Supply & Installation Leadsun/EZYpole product in stock, standard timeframe Leadsun/EZYpole product back-order or special order

6 weeks

2 weeks 4 weeks

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#### **Leadsun Terms & Conditions**

#### 1. Definitions

In these terms and conditions:

- a. Agreement means an agreement between the Purchaser and Supplier for the supply of Goods and/or Services constituted by a Purchase Order, any nominated conditions and any agreed variation.

- d
- any agreed variation.

  Conditions mean these terms and conditions of purchase.

  Delivery of Goods means the date, method of delivery of the Goods as set out in the Purchase Order.

  Delivery Point means in relation to Goods, the delivery address for the Goods as set out in the Purchase Order.

  Goods means the Goods described in the Purchase Order.

  Intellectual Property Rights means any intellectual or industrial property right, whether protected by statute, at common law or in equity, including any patent, registered design, (whether or not registrable), invention, trade secret, lighting layout design or right in relation to layouts, right to confidential information, technical information, trademark or name, copyright or other protected right.
- g. Laws includes any requirement of any statute, rule, regulation, proclamation, order in council, ordinance or by-law whether commonwealth, state, territorial or local in relation to environmental and occupational health and safety matters.
- Price means the price payable by the Purchaser to the Supplier as shown on the Purchase Order
- Purchase Order means the Purchaser's order accompanying these Conditions or otherwise placed that includes these Conditions.
  Lighting Design means a computer aided lighting reproduction to provide an emulation of levels achieved to recommend the correct solar lighting systems.
- Services means the services described in the Purchase Order.

  Specifications means any technical or other specification relating to the Goods and/or Services referred to in the Purchase Order and details of which have been supplied by the Purchaser or its Representative to the Supplier
- Supplier means the person who sells the Goods or provides the 'Goods and Services' to the Purchaser

#### 2. Terms of Payment

The following payment terms will only be agreed by Leadsun Australia at the time of order.

- a. 30 Day Credit Account will mean payment is to be made 30 days from invoice date. Invoice will be provided at end of project or dispatch date of Goods. In the case where part shipments of Goods exceed 30 days from complete delivery, Leadsun Australia has the right to invoice for part shipment with payment to be made 30 days from invoice date.

  b. In the case where there is no credit account, any orders over \$20,000 will require a deposit of no less than 30%, and full payment prior to Goods being released.

- In the event of default of payment, the Customer's order may be cancelled. The Customer is not entitled to any form of compensation.

  For other additional services including installation and undergrounds services checking, payments must be made for the service already provided and time spent onsite regardless whether works have been completed.

#### 3. Delivery of Goods

- Delivery of Goods is deemed to have occurred:

  a. If delivered by freight, at the time Goods leave the Supplier's premises
  - b. If collected by the Customer, at the time that the Goods are handed to the Customer

Leadsun Australia may, at its sole discretion, charge a reasonable redelivery or storage fee if Customer is not available for delivery and Leadsun is charged additional fee. Any time or date given by Leadsun Australia to the Customer is an estimate. Any delays which may be caused by third parties does not warrant any cancellation or refund.

Battery warranty will be deemed void if the system is left within a passive state exceeding 3 months after purchase. All Leadsun Australia Solar Engines with on-board Lithium batteries can be subject to harm if not used for a prolonged period, whilst the on-board BMS (Battery Management System) will protect and electronically isolate the battery the unit will need to be returned back to Leadsun Australia's service department. This will incur a service charge of \$45.00/unit plus freight.

#### 5. Order Cancellation & Refunds

If the Customer cancels an order after delivery Leadsun Australia is entitled to 15% cancellation fee. All Goods must be unused and returned to Leadsun Australia in the original box at the Customer's expense. Refund will only be made after full inspection of the Goods returned to Leadsun Australia. In the case where Leadsun Australia labour costs have already been incurred costs will be deducted from the refund amount

#### 6. Lighting Design

Leadsun Australia will assist and make recommendations on solar engines and luminaire specific to the Customer's application. All recommendations are based on technical designs experience and calculations that are based upon the Customer's specific application. It is the Customer's choice to accept or reject recommendations, however should the Customer decide to purchase alternative system configuration recommendations, or chose to purchase a system without a recommendation, Leadsun Australia will not accept the outcome or be responsible for any system under-performance or unrealistic expectations, therefore will not accept or incur any costs for replacement or upgrades.

The Customer must provide clear and free access to the worksite at all times to enable works associated with the Goods to be undertaken. All works will be conducted during business hours unless otherwise arranged. Leadsun Australia will not be liable for any loss or damage unless due to the negligence of Leadsun's installers. The Customer will conduct underground services surveys by accredited tradesperson or allow Leadsun Australia to conduct the surveys for Leadsun installations. If the Customer does not allow for this, the Customer will be responsible for any damage that may be caused from ground works

#### 8. Warranty

Leadsun Australia as the supplier provides warranty on all equipment and services sold:

• All AE2, AE3, X5 and AE6 Solar engines have 5 years from date of invoice.

- All LED Light Heads have 5 years from date of invoice.
   Any powder coating provided by Leadsun Australia is by third party professional, commercial quality, powder coating company who provides this service. Leadsun Australia will make all effort to maintain powder coated pole from any damage such as scratches or imperfections which may be caused from pole stacking, transportation or during installation. Additional paint will be provided to cover scratches. No warranty provided.

  In any event where warranty item is to be claimed Leadsun Australia is to be contacted on 1300 532 378. Assistance will be given directly to diagnose and resolve and/or repair. If

unresolved Leadsun Australia will provide a Return Authorisation Number and form (RAF) to be attached to items which must be returned to authorised distributor/reseller/wholesaler Freight costs to authorised distributor/reseller/wholesaler shall be at Customer's expense. Leadsun Australia shall cover freight costs back from distributor/reseller/wholesaler. If the problem is caused by installing the product in an inappropriate location or the product is incorrectly installed, this does not warrant a replacement, upgrade or money back. Leads un Australia will only provide technical advice and assistance in finding a suitable remedy for the problem. Some problems can be resolved with replacement parts that can be installed by a suitably qualified tradesperson. Replacements are referred to as a "Customer Replacement Unit" (CRU). Standard warranty **does not cover** the following:

• Costs incurred for the removal, installing or repairing hardware onsite (this includes cost of hire equipment, labour, transportation, etc.);

• Warrant any product that has been modified or altered in anyway;

- Responsibility or any costs incurred to rectify due to incorrect wiring, installation or modification
- · Auxiliary devices which are attached to Leadsun Australia equipment which are not supplied by Leadsun Australia

#### 9. Intellectual Property

The Customer acknowledges that it has no proprietary right or interest in the Intellectual Property. The Customer must not at any time advertise, promote, sell, print or publish any material using or taking advantage of the Intellectual Property, or assist or consent to anyone else to do so without the prior written consent of Leadsun Australia

Customer must comply with all the rules, regulations and current laws with the implementation of these Terms & Conditions, with the regulations and stipulations laid down or prescribed under these Terms & Conditions, and of all other contracts relating to the sale or installation of Leadsun Australia equipment. Without prejudice to the powers of the parties to enter into a general or limited arbitration agreement, all disputes arising from the Customer's purchase, from the enforcement of these Terms & Conditions, or from any other contracts relating to the sale or by virtue of regulations or stipulations laid down or prescribed in the future must be governed and construed according to the laws of Victoria and the Customer hereby submits to the non-exclusive jurisdiction of the courts of Victoria.

#### 11. Infringement of 'Terms & Conditions'

Any breach of these 'Terms & Conditions' and any other further rules and regulations determined by the Leadsun Australia may, at Leadsun Australia's absolute discretion, result in the exclusion of the Customer from the purchase, and the Customer has no right to claim compensation or demand refund of any payments already made, or any loss or expenses, nor shall the Customer be released from their contractual obligation to pay

Page 2 / 2

TO:

# **B.J. TRADING & HIRE**

## JOHN AND BARBARA MCDONNELL

STEEL MERCHANTS • BUILDING SUPPLIES • EQUIPMENT HIRE TOOLS • INDUSTRIAL SUPPLIES • HARDWARE • PAINT • PLYWOOD

13 - 17 STANDLEY STREET • PO BOX 358, TENNANT CREEK NT 0861 PHONE (08) 8962 2414 • FAX (08) 8962 3368

ATTN. Tim MI GACUS FROM: Tober

|            |          | 7.1111.71        | THOM: para |         |
|------------|----------|------------------|------------|---------|
| DATE: 17/7 | 119      | NO. SHEETS:      |            |         |
| QUOTATION  | ٧:       |                  | E A CH     | TOTAL   |
|            |          |                  |            |         |
| 12 l.      | 80 NB. N | IED. GALV PIPE   | 198-80     | 2385-60 |
|            |          | 6.5M LONG        |            |         |
| 10         |          |                  | a:         |         |
| /2         | CAPS     | BONB             | 6-18       | 74-16   |
|            |          |                  |            |         |
|            |          |                  | #          | 2459-76 |
|            |          |                  |            |         |
|            |          |                  | •          | -       |
|            | Pi       | RICE INCLUDE GST | -          |         |
|            |          |                  |            |         |
|            |          |                  |            |         |
|            |          | 1                |            |         |
|            | 15 Ex -  | STOCK TODAY      |            |         |
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| ie i       |          |                  | 0          |         |
|            | QUOTA    | ATION VALID FOR: | DAYS       |         |

Attachment 1



#### **Power Solutions**

154 Coonawarra Road, Winnellie NT 0821 PO Box 38471, Winnellie NT 0821

P: 8 8984 4033 F: 8 8947 0421 E: sales@deltaelectrics.com.au

ABN: 20 094 187 050

#### 18/07/19

Our Ref:Q7044 (Issue #:1)

#### **BARKLY REGIONAL COUNCIL**

Attn: Tim Hema

Cust. Ref: Solar Lighting Options - Barkly Regional Council

Dear Tim,

Re: Solar Street Lighting Quote

Thank you for your enquiry, we have much pleasure in providing our quotation as follows;

Our offer consists of the followings segments;

This Covering Letter.

Pricing Schedule.

Technical Data.

Exclusions.

General Comments.

Progress Payments.

Commercial Summary.

Delta Electrics NT Pty Ltd, Terms & Conditions of Supply and/or Services.

I trust the information provided is sufficient. I will be in contact with you in the near future to follow up on this quote, however should you require any further assistance in the meantime, please do not hesitate to contact me on 08 8984 4033 or by email as listed below.

Yours faithfully

## Braden Slevin COUNTER SALES

BRADEN.SLEVIN@DELTAELECTRICS.COM.AU

deltaelectrics.com.au

#### **Pricing Schedule**

| Item | Description                                     | Qty | Unit Price<br>Excl. GST | Total Price<br>Excl.<br>GST(AUD) |
|------|---|-----|-------------------------|----------------------------------|
| 1    | SSL-35 Atlas Solar Street Lights                | 12  | \$930.00                | \$11160.00                       |
|      | 50 Watt   |     |                         |                                  |
|      | 9 hour charging period                          |     |                         |                                  |
|      | 7+ nights of operation                          |     |                         |                                  |
|      | Three lighting modes                            |     |                         |                                  |
| 2    | Transport from Delta Electrics to Tennant Creek | 1   | \$170.00                | \$170.00                         |
|      |   |     |                         |                                  |
|      | Sub-Total Sub-Total                             |     |                         | \$11330.00                       |
|      | GST   |     |                         | \$1133.00                        |
|      | Total   |     |                         | \$12463.00                       |

#### Technical Data.

Scope of supply:

Supply of 12 solar street lights

#### **Exclusions.**

No allowance has been made for the following:

Poles, Installation at site Commissioning at site

#### **General Comments.**

Please see attached specifications

#### **Progress Payments.**

50% upon placement of order 50% prior to collection of goods

#### **Commercial Summary**

#### 1. General

Our offer is based on your **Solar** Lighting Options - Barkly Regional Council, if you have any queries in relation to the commercial comments and departures, please contact **Braden Slevin** on ph. (08) 89 844 033, or email BRADEN.SLEVIN@DELTAELECTRICS.COM.AU

#### 2. Precedence of Documents

- 1. Delta Electrics Offer Q7044 (Issue #:1)
- 2. Delta Electrics NT Pty Ltd, Terms & Conditions of Supply and / or Services.

#### 3. Price Basis

Our prices are offered as stated in the attached Price Schedules of this offer.

#### 4. Validity

This offer is valid for thirty (30) DAYS from date of this letter, subject to prior sale.

#### 5. Warranty Period

Unless otherwise stated above the warranty period is twelve (12) MONTHS and as per the manufacturers schedule.

#### 6. Terms of Payment

A deposit of 50.00% will be required prior to commencement of works.

Unless otherwise stated above, all final payments are due 30 days from date of invoice, net.

#### 7. Delivery

Unless otherwise stated above, delivery time is approximately EX-STOCK, SUBJECT TO PRIOR SALE from a technically and commercially clear order placement in line with the contractual requirements.

#### 8. Confidentiality

This offer and all material submitted herewith contain sensitive commercial information and is submitted in strict confidence to:

#### **BARKLY REGIONAL COUNCIL** for

its exclusive use in connection with

#### (Solar Street Lighting Quote)

Any drawings and the information in this offer must not be placed on any file, register, microfiche or database that is available to the public and must not be disclosed to any third party whatsoever - whether under any Freedom of Information Act or otherwise – without the prior consent of the Supplier. Further, the disclosure of any drawings and information contained in this offer could put the Supplier in a severe disadvantage.

#### TERMS AND CONDITIONS OF SUPPLY AND / OR SERVICES.

DELTA ELECTRICS NT PTY LTD (ABN 20 094 187 050) ("Seller")

1. Unless otherwise agreed in writing by the Seller, the Buyer agrees that it will be bound by these terms and conditions if the Buyer places an order with the Seller and it is accepted by the Seller. The Seller is not bound by any terms and conditions contained in any document issued by the Buyer.

#### Orders, Quotations and Price

- Once an order has been accepted by the Seller, it cannot be cancelled by the Buyer. The supply of goods or services is subject to availability. The Seller reserves the right to suspend or discontinue the supply of goods or services to the Buyer. If the Seller is unable to supply all of the Buyer's order, these terms and conditions continue to apply to any part of the order supplied.
- 3. Where a written quotation has been given by the Seller, the selling price is the price specified in the quotation. In any other case, the Seller's selling price is the price specified in the price list as at the date of despatch. Unless otherwise stated, the selling price does not include GST. The Seller may at any time change its price list to reflect, among other things, changes in exchange rates or the imposition of any duties, levies or other taxes and the Buyer is bound by those changes. The Buyer must accept any errors or omissions in invoicing and, where applicable, the Buyer must accept the amended pricing and pay the difference within the approved terms of trade.

#### Delivery

- Unless otherwise agreed in writing by the Seller, delivery is at the Seller's premises. All freight from the Seller's premises to the Buyer is at the Buyer's expense. If the Seller arranges the carriage of the goods for delivery to the Buyer, the Seller will be deemed to contract as agent for the Buyer, and the Buyer will bear all risks with respect to the goods during carriage and will likewise be responsible for effecting any insurance of the goods during carriage. The Seller may charge a reasonable handling fee for all orders delivered to the Buyer. The Buyer indemnifies the Seller for the cost of all transport arranged by the Seller on the Buyer's behalf.
- 5. If a delivery date is specified, that date is an estimate only and the Seller is not liable for any delay in delivery. Time is not of the essence in relation to delivery and the Buyer must accept delivery and pay for the goods delivered, including transport costs if applicable, even if they are delivered after any specified delivery date.

#### Inspection, Acceptance and Returns

Step to the goods or services immediately following delivery or completion of the services (as the case may be). The Buyer may only return goods with the prior approval of the Seller and within 30 days of the date of delivery in re-saleable condition and, where appropriate, in the original packaging. A 15% handling fee for any returned goods will be charged to the Buyer. The Buyer must pay all freight costs for the goods. Any claim that the goods or services are not in accordance with these terms and conditions, (including if they are defective, damaged during delivery, are short delivered or services not as per contract) must be made at the time of delivery of the goods or provision of the services, or in writing to the Seller within 48 hours after delivery of the goods/completion of the services to the Buyer. If the Buyer fails to make a claim then, to the extent permitted by law, the goods or services are deemed to have been accepted by the Buyer and the Buyer must pay for the goods or services in accordance with these terms and conditions.

#### Paymont

- 7. Unless otherwise agreed, if the Buyer has an approved credit account with the Seller, the Buyer must pay for goods or services ordered by the Buyer within 30 days from the end of the month of invoicing, or earlier if the approved credit limit is exceeded. Where the Buyer does not have a credit account with the Seller, all goods and services are to be paid for at the time of delivery. The Seller may charge an administration fee for any payments by credit card. Time is of the essence in respect of the Buyer's obligation to make payment for goods or services supplied by the Seller to the Buyer.
- 8. If the Buyer does not make any payment by the due date, exceeds its credit limit at any time, commits any other material breach of these terms and conditions, or an insolvency event in respect of the Buyer arises or is reasonably suspected by the Seller, the Seller may (without limiting any other right or claim it may have against the Buyer) do any or all of the following:
  - a) charge the Buyer interest calculated on a daily basis on any portion of the Buyer's account that is overdue at the Australian & New Zealand Banking Group's reference rate for business loans, available to prime commercial customers, plus 10% calculated from the date the payment was due until the date payment is made (both dates inclusive);
  - b) vary or withdraw any approved credit limit and/or terms of trade including cancelling any rebate, discount or allowance due or payable by the Seller as at the date of the event; c) cancel or suspend any unfilled orders or cease providing the services;
  - d) terminate any contracts between the Seller and the Buyer and demand immediate payment of any moneys due and outstanding under those contracts;
  - enter (at any time) any premises in which the Seller's goods (including any merchandising materials) are stored, to enable the Seller to inspect the goods and to reclaim possession of the goods without liability for the tort of trespass, negligence or payment of any compensation to the Buyer whatsoever; or
  - f) institute any recovery process as the Seller in its discretion decides at the Buyer's cost and expense.
- 9. If any part of an invoice is in dispute, the balance will remain payable and must be paid when due. The Buyer has no right to set-off any claim from moneys owing to the Seller

#### Risk and Title

- 10. Goods supplied by the Seller to the Buyer are at the Buyer's risk immediately on the earlier of delivery to the Buyer or into the Buyer's custody, including its carrier or forwarder. The Buyer must insure the goods at its cost from delivery of the goods until they are paid for in full against such risks as are usual or common to insure against in a business of a similar nature to the Buyer.
- 11. Property in the goods supplied by the Seller to the Buyer does not pass to the Buyer until all goods have been paid for in full. In the meantime, the Buyer takes custody of the goods and retains them only as fiduciary agent and bailee of the Seller. Until all goods have been paid for in full:
  - a) to the extent possible, the Buyer must store the goods in a manner that shows clearly they are the property of the Seller, maintain records relating to the goods, secure the goods from risk, damage and theft and ensure that the goods are kept in good and serviceable condition;
  - the Buyer may sell the goods, in the ordinary course of its business, but only as fiduciary agent of the Seller. The Buyer must not represent to any third party that the Buyer is acting in any capacity for or on behalf of the Seller and the Buyer has no authority to bind the Seller to any contract or otherwise assume any liability for or on behalf of the Seller. The Buyer receives all proceeds (including any proceeds from insurance claims) in trust for the Seller and must keep the proceeds in a separate bank account until all liability to the Seller is discharged;
  - c) if the Buyer uses the goods in some manufacturing or construction process of its own or of a third party, the Buyer must hold in trust for the Seller that part of the proceeds of the manufacturing or construction process as is equal to the amount owing by the Buyer to the Seller at the time of receipt of the proceeds.
- 12. For the avoidance of doubt, the Seller's interest constitutes a 'purchase money security interest' pursuant to the Personal Property Securities Act 2009 (PPSA). The Buyer undertakes that it will not grant any security interest over the goods to any other person. The Buyer will, at the request of the Seller, execute documents and do such further acts as may be required for the Seller to register the security interest granted by the Buyer under the PPSA. The Buyer further agrees that where the Seller has rights in addition to those under part 4 of the PPSA, those rights will continue to apply. The Buyer irrevocably grants to the Seller the right to enter upon the Buyer's property or premises, without notice, and without being in any way liable to the Buyer or to any third party, if the Seller has cause to exercise any of its rights under sections 123 and/or 128 of the PPSA, and the Buyer will indemnify the Seller from any claims made by any third party as a result of such exercise.

#### Designs, Drawings and Instructions

- 13. The Seller will retain ownership, copyright and all intellectual property rights in relation to all designs and drawings prepared by it for or on behalf of the Buyer, despite any payment made in accordance with these terms of sale.
- 14. The Seller is not responsible for the accuracy, performance or suitability for purpose of any designs, drawings, information or instruction provided by the Buyer. The Buyer is responsible for the accuracy of any designs, drawings, information or instruction furnished by or on behalf of the Buyer, the Buyer indemnifies and will keep the Seller indemnified against all claims, damages, losses, penalties, costs and expenses to which the Seller may become liable by reason of using or following the designs, drawings, information or instruction, including any infringement of any patent, registered design, trademark, copyright or any other right of a third party, including moral rights.

#### Limitation of Liability

- 15. To the extent permitted by law, these terms and conditions exclude all other conditions, guarantees, warranties, liabilities or representations in relation to the goods and/or services. Where legislation implies in these terms and conditions any condition or warranty that cannot be excluded or modified, to the extent permitted by law the liability of the Seller for a breach of any such condition or warranty is limited at the Seller's option to any one or more of the following: a) In the case of goods:
  - i. replacement of the goods or the supply of equivalent goods;
  - ii. payment of the cost of replacing the goods or of acquiring equivalent goods, by credit to the Buyer's account, in cash or by cheque at the Seller's discretion; or iii. repayment any part of the purchase price of the goods which has been paid by the Buyer, by credit to the Buyer's account, in cash or by cheque at the Seller's discretion.
  - b) In the case of advice, recommendations, information or services, by supplying the advice, recommendations, information or services again
- 16. Subject to clause 15, the Seller is not liable for any loss or damage of any kind whatsoever and howsoever arising out of or in connection with the supply of goods and services, including (without limitation) any indirect or consequential loss (including without limitation loss of profit, loss of revenue, loss of contract, loss of goodwill or increased cost of workings), arising out of or in connection with the supply of goods or services, even if due to the negligence of the Seller or any of its employees or agents.

#### Other Terms

- 17. This agreement contains the entire understanding of the parties as to its subject matter. There is no other understanding agreement, warranty or representation whether express or implied in any way defining or extending or otherwise relating to these provisions or bunding on the parties with respect to the goods of their operation. The application of the United Nations Convention on Contracts for the International Sale of Goods (Known as the Vienne Sales Convention 1895) is excluded. If any provision of these terms or conditions is unenforceable, illegal or void, that provision is exerted and the other provisions remain in force.
- 18. The Seller may amend or vary these terms and conditions by notifying the Buyer in writing of the amendment or variation. Any waiver by the Seller must be in writing and will not affect the Seller's rights under these terms at any future time.

TO:

# **B.J. TRADING & HIRE**

## JOHN AND BARBARA MCDONNELL

STEEL MERCHANTS • BUILDING SUPPLIES • EQUIPMENT HIRE TOOLS • INDUSTRIAL SUPPLIES • HARDWARE • PAINT • PLYWOOD

13 - 17 STANDLEY STREET • PO BOX 358, TENNANT CREEK NT 0861 PHONE (08) 8962 2414 • FAX (08) 8962 3368

ATTN. Tim MI GACUS FROM: Tober

|            |          | 7.1111.71        | THOM: para |         |
|------------|----------|------------------|------------|---------|
| DATE: 17/7 | 119      | NO. SHEETS:      |            |         |
| QUOTATION  | ٧:       |                  | E A CH     | TOTAL   |
|            |          |                  |            |         |
| 12 l.      | 80 NB. N | IED. GALV PIPE   | 198-80     | 2385-60 |
|            |          | 6.5M LONG        |            |         |
| 10         |          |                  | a:         |         |
| /2         | CAPS     | BONB             | 6-18       | 74-16   |
|            |          |                  |            |         |
|            |          |                  | #          | 2459-76 |
|            |          |                  |            |         |
|            |          |                  | •          | -       |
|            | Pi       | RICE INCLUDE GST | -          |         |
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|            | QUOTA    | ATION VALID FOR: | DAYS       |         |

Attachment 2



Quotation No: 520-997520-008

A DIVISION OF METAL MANUFACTURES LIMITED (A.B.N. 13 003 762 641) ELECTRICAL & DATA SUPPLIERS

MM Electrical Merchandising M

62 Elder Street ALICE SPRINGS NT 0870

Tel: 08 8952 5077 Fax: 08 8952 9404

Job Title: Solar LightsANL Project: Solar LightsANL

Quote To: 999520

Trade Cash Sale - Alice Springs

NΤ

Date: 17/07/19
Valid To: 16/08/19
Contract:
Sale Person: josephr
Page: 1

This transaction will be subject to Metal Manufactures Ltd Standard Terms of Sale current at the time of this sale which are available on http://www.mmem.com.au/ or on request.

**Deliver To:** 

Trade Cash Sale - Alice Springs

Barkly Council

NT

Contact: Tim Hema

| Pa | art Number<br>Description                                 | Qty    | UOM | Unit<br>Price | Per      | GST<br>Amt | Line Value<br>Incl GST |
|----|---|--------|-----|---------------|----------|------------|------------------------|
|    | ANGVB-NM-4520PR  OW LED Street Light with 45W Solar Panel | 12.000 | ea  | 1023.7500     | 1        | 1228.50    | 13513.50               |
|    |   |        |     |               |          |            |                        |
|    |   |        |     |               |          |            |                        |
|    |   |        |     |               |          |            |                        |
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|    |   |        |     |               |          |            |                        |
|    |   |        |     |               |          |            |                        |
|    |   |        |     | GST           | Excl GS1 |            | 12285.00<br>1228.50    |
|    |   |        |     | Total ir      | ncl GST  |            | 13513.50               |

TO:

# **B.J. TRADING & HIRE**

## JOHN AND BARBARA MCDONNELL

STEEL MERCHANTS • BUILDING SUPPLIES • EQUIPMENT HIRE TOOLS • INDUSTRIAL SUPPLIES • HARDWARE • PAINT • PLYWOOD

13 - 17 STANDLEY STREET • PO BOX 358, TENNANT CREEK NT 0861 PHONE (08) 8962 2414 • FAX (08) 8962 3368

ATTN. Tim MI GACUS FROM: Tober

|            |                       | 7                 | TROWN: POP 70 |         |
|------------|-----------------------|-------------------|---------------|---------|
| DATE: 17/7 | 119                   | NO. SHEETS:       |               |         |
| QUOTATION  | ۷:                    |                   | E A-CH        | TOTAL   |
|            |                       |                   | -             | -       |
| 12 l.      | 80 NB. MED. GALV PIPE |                   | 198-80        | 2385-60 |
|            |                       | 6.5M LONG         |               |         |
| /0         |                       | \$8               |               |         |
| 12         | 12 CAPS BONB          |                   | 6-18          | 74-16   |
|            |                       |                   |               | 2       |
|            |                       |                   | #             | 2459-76 |
|            |                       |                   | -             |         |
|            |                       |                   |               |         |
| PRIC       |                       | RICES INCLUDE GST | -             |         |
|            |                       |                   |               |         |
|            |                       |                   |               |         |
|            |                       | 1                 |               |         |
|            | (15 Ex )              | MOCK TODAY        |               |         |
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|            |                       |                   |               |         |
|            |                       |                   |               |         |
|            |                       |                   |               |         |
| 7:         |                       |                   |               |         |
| 12         |                       |                   | · ·           |         |
|            | QUOTA                 | ATION VALID FOR:  | DAYS          |         |

Attachment 3

#### OTHER MATTERS FOR NOTING

ITEM NUMBER 8.1

TITLE Local Radio Broadcasting - Ali Curung

REFERENCE 282516

**AUTHOR** Tim Hema, Area Manager - Ali Curung

#### RECOMMENDATION

#### That the Authority

(a) Receive and note the report.

#### **SUMMARY:**

Seek confirmation about the future of Local Radio Broadcasting in Ali Curung. BRC Council currently own the broadcasting licences.

PAW Broadcasting have previously operated in Ali Curung. Last year they came out to inspect the equipment and set up the radio to receive 103.7FM. They talked of training and employing a local broadcaster up to 15 hours per week (3 hours per day) however nothing has happened since.

Another Radio provider CAAMA Radio recently have expressed an interest taking over the radio broadcasting at Ali Curung, in which they also would train and pay a local broadcaster.

Would the community be open to changing providers to CAAMA radio in order to employ locally and get local broadcasting happening again?

#### **BACKGROUND**

<<Enter Text>>

#### ISSUE/OPTIONS/CONSEQUENCES

<<Enter Text>>

#### **CONSULTATION & TIMING**

<<Enter Text>>

#### **ATTACHMENTS**:

There are no attachments for this report.



### REPORTS FROM BARKLY REGIONAL COUNCIL

ITEM NUMBER 10.1

TITLE Snap, Send, Solve

REFERENCE 281599

**AUTHOR** Makhaim Brandon, Administration Officer

### RECOMMENDATION

### That Council:

a) Receive and note the report from council in regards to the Snap, Send, and Solve app.

7 October 2019

BARKLY REGIONAL COUNCIL

### **SUMMARY:**

This is a free service that any Council can use. There is an option for a paid membership which allows more filtering of the complaints/concerns that come through the app. However, it is suggested that Councils who have a large population will get the most out of the paid service.

There is currently over 100 Councils Australia wide that use this app to get feedback from their communities.

Snap, Send, Solve are happy for us to encourage the community via Facebook and advertising to use the app to communicate with us about concerns in the town.

Council has chosen to use this application due to the ease of which is can be installed on a phone and then used by a member of the public with very little prior knowledge.

### **BACKGROUND**

There has been two occasions a few years ago when this app was used by members of the community to report some graffiti in Tennant Creek.

### ORGANISATIONAL RISK ASSESSMENT

NIL

### **BUDGET IMPLICATION**

NIL

### ISSUE/OPTIONS/CONSEQUENCES

NIL

### **CONSULTATION & TIMING**

NIL

### **ATTACHMENTS**:

- Snap Send Solve Poster for communities.pdf
- 25 Snap Send Solve Advertising Strategy.docx
- 3 Snap Send Solve\_Barkly Regional Council.pdf

# DO YOU HAVE A CONCERN ABOUT OUR COMMUNITY?

Council would like to encourage residents to use the free SNAP, SEND, SOLVE app to notify Council about any incidents that require Council's attention. These could include any of the following:

- Graffiti
- Illegal dumping
- Damage to Council infrastructure and facilities
  - Fallen trees
  - Damaged roads
  - Faulty Street lights

Or any other concerns about our community that you think Council needs to know about.

Once you have downloaded the app, all you have to do is **SNAP** a photo, **SEND** it through the app with any comments, then Council will endeavour to **SOLVE** the incident by addressing it as soon as possible. For more information about Snap, Send, Solve please visit our website: www.barkly.nt.gov.au



### SNAP, SEND, SOLVE ADVERTISNG STRATEGY

\*\*\*Snap, Send, Solve has agreed to give us access to the data export (into a 3<sup>rd</sup> party Data Visualisation tool – Tableau or Power BI) and customise the incident types for a 90 day trial. \*\*\*

### Social Media

Initially a weekly post on Facebook – Tuesday afternoons.

After the first month I will post about it every two weeks and then in the final month of the trial I will post monthly.

This will have a link to the page on our website for more information should residents wish to know more.

If the trial is a success, there will be a monthly post to encourage residents to use the app.

Example of social media post.



### Website

Article on the website with information about Snap, Send, Solve and what council is hoping to achieve by using it.

Example of website article

### **NEWS: SNAP SEND SOLVE APP**

Council is encouraging its residents to use the free Snap, Send, Solve app

Posted: Tuesday, 3 September 2019



Council would like to encourage residents to use the free Snap, Send, Solve app to notify Council about any incidents that require Council's attention. These could include the following:

- Graffiti
- · Illegal dumping
- · Damaged public property
- · Fallen trees
- · Dog attacks
- Damaged roads

Snap, Send, Solve is a free reporting system used by councils all over Australia. All you have to do is SNAP a photo, SEND it through the app with any comments, then council will endeavour to SOLVE the incident by addressing it as soon as possible.

Once you have done your part we will receive an email with all the information you provided and then pass it on to the relevant Council department after the correct reporting procedure has been followed.

If you have provided a email or phone number we will get back to you to let you know the status of your report and what steps we have taken to rectify the reported incident.

If you would like more information about Snap, Send, Solve please visit their website on https://www.snapsendsolve.com/

### Newspaper

There will be an initial advertisement in the newspaper.

Then a smaller ongoing advertisement every 3 weeks.

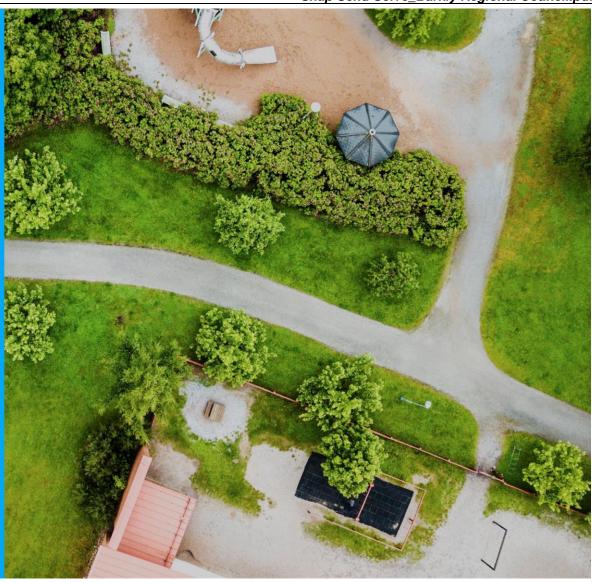
### Communities

Posters will be made for notice boards in our communities.

Copies of posters will be available at the LA meetings and also sent to all Area Managers.

# Snap Send Solve

For the benefit of communities everywhere

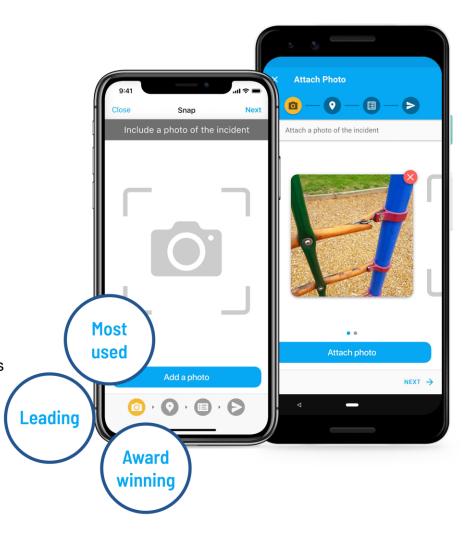


# **About**

"Provide the platform that enables authorities and their customers to identify and resolve local issues, for the benefit of communities everywhere."

Snap Send Solve is the leading method for reporting neighbourhood and asset related matters in Australia and New Zealand. Using an iPhone or Android app or web application any member of the public can send feedback on items ranging from cracked pavements and dumped rubbish to water faults to councils and a range of authorities.

Snap Send Solve encourages reporting of incidents and makes it easier and more efficient for local councils and other responsible authorities to act on the reports.



# Easy to use app that works everywhere in Australia & New Zealand

 A user doesn't need to think about who a report should go to

### **Cross Platform**

 iPhone, Android and web & mobile web means anyone can report from anywhere

### Large, active user base

• Over 500K downloads and growing

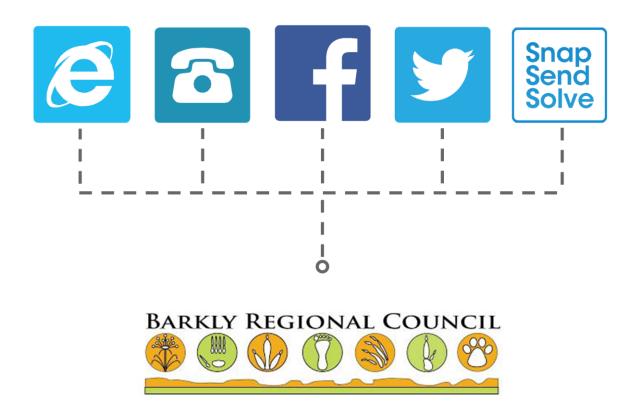
### Regular updates

- Add new Authorities
- Regular app updates take advantage of new software & hardware.

# **Our Mission**



# Part Of An Omni-Channel Reporting Strategy





# **Recent Media**

Sunrise - May 2018





Channel 7 News - Jan 2019



Channel 9 News - Feb 2019



Example sign in Hobsons Bay



# **Benefits to Barkly Regional Council**



# Large, engaged user base with high app store ratings

 Users feel engaged and satisfied when Authorities respond to reports



# Accurate, timely reporting

 Near real-time reports about issues that need to be resolved in your municipality



### **Customisable solution**

 Incident type, delivery address, social details, API integration with CRM



### Low cost solution

- One off setup plus annual licence
- Unlimited reports

# **Benefits to Users**



### Easy to use app that works everywhere in Australia

• A user doesn't need to think about who a report should go to

### **Cross Platform**

 iPhone, Android and web & mobile web means anyone can report from anywhere

### Large, active user base

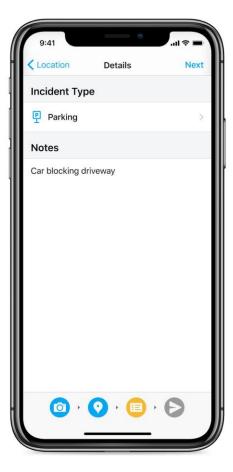
Over 500K downloads and growing

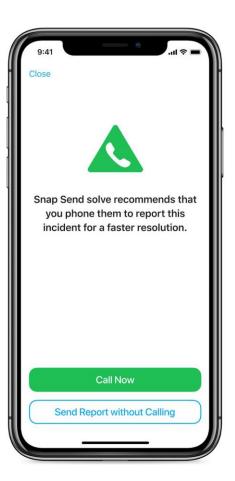
### Regular updates

- New Authorities (Telstra, trolleys, power corps) consistently coming on board
- Regular app updates to improve the service and take advantage of new hardware

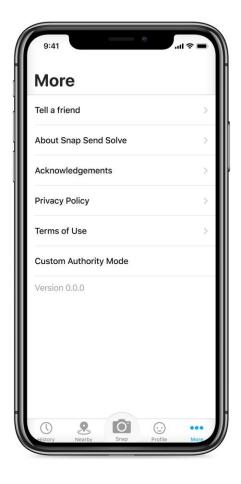
# **New Features to Enterprise Subscribers**

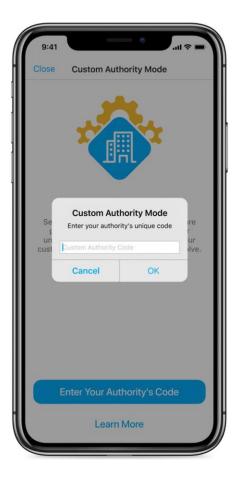


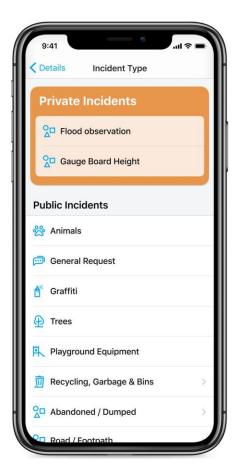




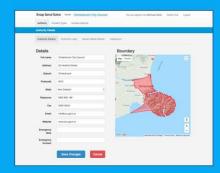
# **Custom Authority Mode**







### **Administration Portal**





- Manage your authority's presence and settings on the Snap Send Solve Platform
- Full customisation, including:
  - Authority profile details
  - Incident types, recipients and settings
- Multi-user access available for staff
- Reporting Dashboard

# **Integration Options**



- Access to the Snap Send Solve API is included with an Enterprise license
- API provides a programmatic way to receive reports into your CRMS/WMS
- Simple RESTful JSON API
- Successful integrations to:
  - PathwayMerit CRM
  - Technology 1OpenOffice

# **Enterprise Pricing Schedule**

| Account Type        | Description                 | Annual Cost | Monthly Cost | Set Up Cost |
|---------------------|-----------------------------|-------------|--------------|-------------|
| Basic               | N/A                         | Free        | N/A          | N/A         |
| Council Small       | 0 - 24,999 population       | \$3,540     | \$295        | \$995       |
| Council Medium      | 25,000 - 74,999 population  | \$7,560     | \$630        | \$995       |
| Council Large       | 75,000 - 149,999 population | \$13,200    | \$1,100      | \$995       |
| Council Extra Large | 150,000+ population         | \$17,940    | \$1,495      | \$995       |

- Setup and Onboarding fees are one time charges
- Minimum agreement term 12 months
- Service Licencing Fee invoiced annually
- This quotation is valid for 30 days from date sent

# **Enterprise Authorities**





























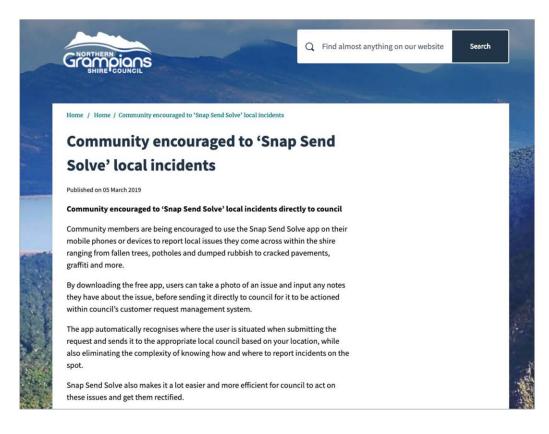
# **Case Study: Agriculture Victoria**

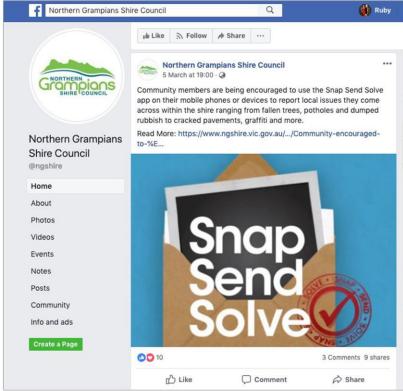




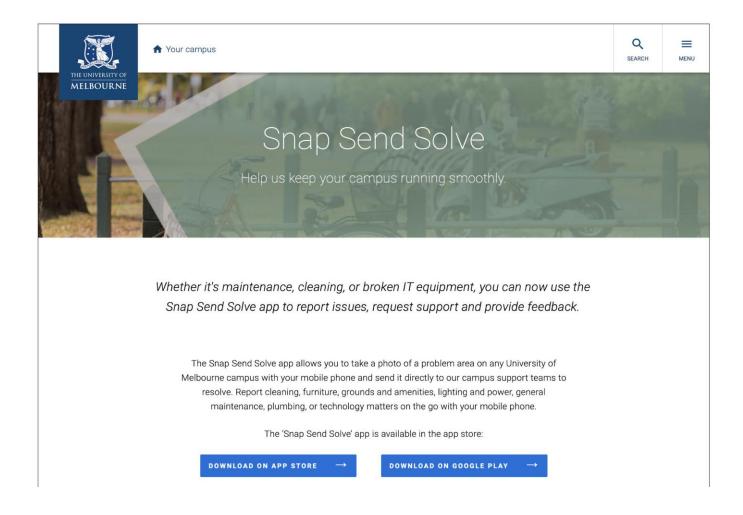


# **Promotion Examples: Northern Grampians**





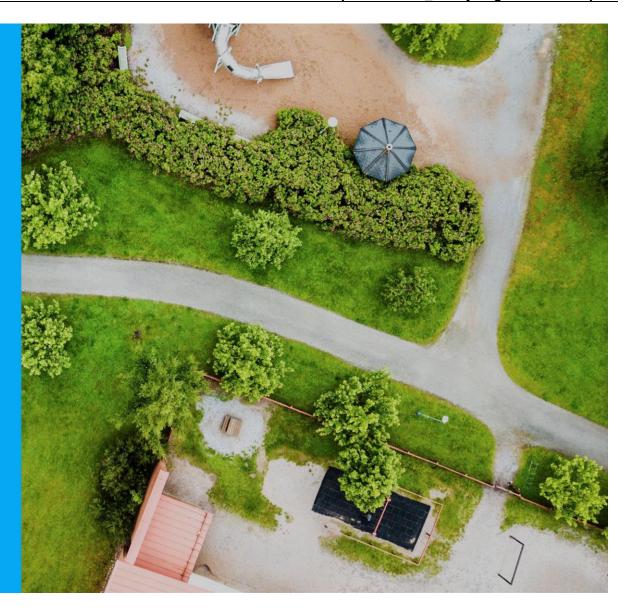
# **Promotion Examples: University of Melbourne**



# Snap Send Solve

For the benefit of communities everywhere

Jarrod Pepper Managing Director +61 416 929 789 jarrod@snapsendsolve.com



### REPORTS FROM BARKLY REGIONAL COUNCIL

**ITEM NUMBER** 10.2

TITLE August Ordinary Council Minutes

REFERENCE 281728

**AUTHOR** Tim Hema, Area Manager - Ali Curung

### RECOMMENDATION

### That the Authority

a) Receive and note the minutes of the Council meeting held on 29<sup>th</sup> of August.

7 October 2019

BARKLY REGIONAL COUNCIL

### **SUMMARY:**

7.8: Election of Deputy Mayor – Councillor Hal Ruger has been appointed as deputy mayor for a period of 12 Months.

### **BACKGROUND**

### ISSUE/OPTIONS/CONSEQUENCES

### **CONSULTATION & TIMING**

### **ATTACHMENTS**:

**1** OC\_29082019\_MIN\_551.pdf





### **OUR VISION**

We strive to be responsive, progressive, sustainable council which respects, listens and empowers the people to be strong.

### The Way We Will Work

We will make it happen!

We will be engaged and have regular opportunities to listen.
We will have strong policy and budgets to ensure our programs and services are progressive and sustainable.
Respect is shown in everything we do and we have acceptance of all cultures in the Barkly Region and their practices through a culturally competent Council.
We are a responsible Council.

We will be a responsive Council.

We want to empower local decision making.
We want to ensure that our services are sustainable and that our region has a standard consistent level of services.
We want to be able to sustain our environment – our communities, our physical places, our people and our organisational culture.

We will aggressively pursue additional funding from both levels of government to improve the standard of living of people across the region.

We need to be realistic, transparent and accountable.

### **MINUTES**

The Ordinary Council Meeting of the Barkly Regional Council was held in Council Chambers on Thursday, 29 August 2019 at 8:30am.

### Steven Moore Chief Executive Officer

Meeting commenced at 8:43am with Mayor Steven Edgington as Chair.

- 1 -

### 1. OPENING AND ATTENDANCE

1.1 Elected Members Present

Mayor Steve Edgington

Deputy Mayor Kris Civitarese

- Cr. Noel Hayes
- Cr. Ronald Plummer arrived at 8:46am
- Cr. Hal Ruger via phone
- Cr. Jeffery McLaughlin until 5:20pm.
- Cr. Ricky Holmes
- Cr. Sid Vashist
- Cr. Lucy Jackson
- Cr. Jennifer Mahoney via phone, until 1:37pm.
- Cr. Jane Evans
- Cr. Ray Aylett via phone
- 1.2 Staff Members Present

Mark Parsons – Acting Chief Executive Officer

Gary Pemberton - Finance Manager

Vanessa Goodworth - Executive Assistant to the CEO and the Mayor

Andrew Scoffern - Governance and Quality Officer

### 1.3 Apologies

Cr. Jack Clubb

Steve Moore - Chief Executive Officer

1.4 Absent Without Apologies

### **MOTION**

### That Council:

a) Accept the Apologies of Cr Clubb and Chief Executive Officer Steve Moore.

### **RESOLVED**

Moved: Cr. Jeffrey McLaughlin

Seconded: Deputy Mayor Kris Civitarese

**CARRIED UNAN.** 

Resolved OC 159/19

- 1.5 Disclosure Of Interest Councillors And Staff
  - Mayor Steve Edgington Affiliations, Clubs, Organisations and Memberships
    - Institute of Managers and Leaders Associate Fellow
    - o Australian Institute of Company Directors Member
    - Law Society Northern Territory Associate Member
       Tennant Creek Regional Consumer Advisory Group
    - o AFLNT Barkly Advisory Committee Member
    - o Tennant Creek Economic Development Committee Member

- 2

- o Rotary Member
- o Bizspeak Pty Ltd- Director
- o Battery Hill Member
- o Alcohol Reference Group Committee Member
- o Regional Development Australia Chair
- Cr. Kris M. Civitarese Affiliations, Clubs, Organisations and Memberships
  - The Returned and Service League of Australia, Tennant Creek Sub-Branch – President
  - Chamber of Commerce Northern Territory Tennant Creek Committee Member
  - o Rotary Paul Harris Fellow Awarded
  - o T & J Contractors Senior Manager
  - o Barkly Art Board Member
  - KNC (NT) Managing Director
- Cr. Raymond E. Aylett Affiliations, Clubs, Organisations and Memberships
  - o Sporties Club, Tennant Creek Member
- Cr. Siddhant Vashist Affiliations, Clubs, Organisations and Memberships
  - o Tennant Creek Cricket Association Member
  - Barkly Electorate Officer / Member for Barkly
  - o Battery Hill Member
  - o Barkly Arts Member
  - o Tennant Creek High School Member
  - o Tennant Creek Primary School Member
  - o Christmas Tree Committee Member
  - o Multicultural Association of Central Australia Member
  - o Australia-India Business Council Member
- Cr. Noel Hayes Affiliations, Clubs, Organisations and Memberships
  - Anyinginyi Health Aboriginal Corporation, Tennant Creek Board Member
  - o Centre for Appropriate Technology, Alice Springs Board Member
  - Housing Reference Group Member
- Cr. Hal A. Ruger Affiliations, Clubs, Organisations and Memberships
  - o Territory Generation Employee
- Cr. Jeffrey McLaughlin Affiliations, Clubs, Organisations and Memberships
  - o Barkly Regional Arts Member
  - Tennant Creek Cricket Association Member
  - o Nundahraga Entertainment Sound sub-contractor
  - o Christmas Tree Committee Member
  - First Persons Disability Network
  - o Tennant Creek Primary School Teacher
  - Tennant Creek High School Teacher
  - Music Northern Territory Board Member
- Cr. Ronald Plummer Affiliations, Clubs, Organisations and Memberships
  - Purrutu Aboriginal Corporation Board Member
  - o Patta Aboriginal Corporation Board Member
  - o Papulu Apparr-Kari Aboriginal Corporation Member
  - Tennant Creek Mob Aboriginal Corporation
- Cr. Jane Evans Affiliations, Clubs, Organisations and Memberships
  - Puma Elliott
- Steve Moore Affiliations, Clubs, Organisations and Memberships
  - o Battery Hill Director
  - o Tennant Creek Pistol Club Committee Member

Councillors McLaughlin and Vashist noted changes in their disclosures of interest in the Christmas Tree Committee to be President and Vice President respectively and Deputy Mayor Civitarese amended his existing Disclosure of Interest in T&J Contractors from T&J

- 3 -

Contractors – Senior Manager to T&J Contractors. The Disclosures of Interest above have been amended to reflect these changes.

### **MOTION**

### **That Council:**

a) Move out of Ordinary Council at 8:47am.

### **RESOLVED**

Moved: Cr. Sid Vashist Seconded: Cr. Jane Evans

**CARRIED UNAN.** 

Resolved OC 160/19

### **MOTION**

### **That Council:**

a) Resume Ordinary session at 9:36am.

### **RESOLVED**

Moved: Deputy Mayor Kris Civitarese

Seconded:Cr. Ricky Holmes

CARRIED UNAN.

Resolved OC 161/19

### **MOTION**

### **That Council:**

a) Resume Ordinary session at 12:13pm.

### **RESOLVED**

Moved: Cr. Jane Evans

Seconded:Cr. Lucy Jackson

CARRIED UNAN.

Resolved OC 162/19

### 2. CONFIRMATION OF PREVIOUS MINUTES

### 2.1 CONFIRMATION OF PREVIOUS MINUTES

### **MOTION**

### **That Council:**

**a)** Confirm the Minutes from Council Meeting held 25 July 2019 as a true and accurate record.

### **RESOLVED**

Moved: Cr. Noel Hayes

Seconded:Cr. Sid Vashist

CARRIED UNAN.

Resolved OC 163/19

### 3. ACTIONS FROM PREVIOUS MINUTES

### 3.1 ACTION LIST

### **MOTION**

### **That Council:**

- a) Receive and note the Action List; and
- **b)** Remove completed Items 2, 3, 7, 8, 10, 13, 15, 16, 17, 18, 21, 24, 25, 28, 29 and 30 from the Action List.

### **RESOLVED**

Moved: Cr. Ricky Holmes

Seconded: Cr. Ronald Plummer

**CARRIED UNAN.** 

Resolved OC 164/19

Item D – Change PMC to NIAA

Item E - Change PMC to NIAA

Cr Sid Vashist left the meeting, the time being 12:28 PM

Cr Sid Vashist returned to the meeting, the time being 12:33 PM

### **MOTION**

### **That Council:**

a) Break for lunch at 12:46pm.

### **RESOLVED**

Moved: Deputy Mayor Kris Civitarese

Seconded:Cr. Lucy Jackson

**CARRIED UNAN.** 

Resolved OC 165/19

Cr Jennifer Mahoney left the meeting, the time being 01:37 PM Cr Sid Vashist left the meeting, the time being 01:38 PM

### **MOTION**

### **That Council:**

a) Resume Ordinary session at 1:39pm.

### **RESOLVED**

Moved: Deputy Mayor Kris Civitarese

Seconded: Cr. Ronald Plummer

CARRIED UNAN.

Resolved OC 166/19

### 3.2 RATES EXEMPTIONS

### **MOTION**

### **That Council:**

a) Receive and note the update on the request for further information on rates

- 5

exemptions.

**RESOLVED** 

Moved: Cr. Jane Evans Seconded: Cr. Ricky Holmes

CARRIED UNAN.

Resolved OC 167/19

### 3.3 ENVIRONMENT AND SUSTAINABILITY ADVISORY COMMITTEE UPDATE

### **MOTION**

### That Council:

- a) Receive and adopt the Environment and Sustainability Advisory Sub-Committee Nomination Form;
- b) Receive and adopt the revised Environment and Sustainability Advisory Sub-Committee Terms of Reference as requested by Council; and
- c) Call for nominations onto this Committee.

### **RESOLVED**

Moved: Cr. Ronald Plummer Seconded: Cr. Jeffrey McLaughlin

CARRIED UNAN.

Resolved OC 168/19

### 3.4 COMMUNITY CONSULTATION POLICY

### **MOTION**

### That Council:

a) Note and consider this Policy against the NTG Remote Engagement and Coordination Strategy and bring back to next Council Meeting.

### **RESOLVED**

Moved: Cr. Ronald Plummer

Seconded: Cr. Lucy Jackson

**CARRIED UNAN.** 

Resolved OC 169/19

Cr Sid Vashist returned to the meeting, the time being 01:58 PM

### 3.5 ALTERNATIVE TO DOB IN A DUMPER APP

### **MOTION**

### **That Council:**

- a) Endorse the use of the "Snap, Send, Solve" app in place of the Dob in a Dumper app;
- **b)** Request the CEO create a communication strategy regarding the newspaper, website and social media advertising of the usage of Snap, Send, Solve app throughout the region; and
- c) Request the CEO to provide a report on the amount of complaints and incidents in the preceding month.

### **RESOLVED**

Moved: Cr. Ronald Plummer

Seconded: Deputy Mayor Kris Civitarese

CARRIED UNAN.

Resolved OC 170/19

### 3.6 PROGRESS FOR REGIONAL DEAL MEETING SCHEDULE

### **MOTION**

### **That Council:**

a) Receive and note the report.

### **RESOLVED**

Moved: Cr. Noel Hayes

Seconded: Cr. Sid Vashist

CARRIED UNAN.

Resolved OC 171/19

### 3.7 LIGHTING AUDIT AND QUOTES

### **MOTION**

### **That Council:**

a) Note the report and request the Tennant Creek light audit be redone and presented at the next Council meeting.

### **RESOLVED**

Moved: Cr. Ronald Plummer

Seconded: Cr. Lucy Jackson

CARRIED UNAN.

Resolved OC 172/19

Lighting at Ali Curung and Ampilatwatja is proceeding and funding is being sought for the remainder

Cr Kris Civitarese left the meeting, the time being 02:42 PM

### 4. ADDRESSING THE MEETING

### 4.1 NORTHERN TERRITORY TREATY COMMISSION PRESENTATION

### **MOTION**

### **That Council:**

a) Receive and note the address from the Northern Territory Treaty Commission.

### **RESOLVED**

Moved: Cr. Ricky Holmes

Seconded: Deputy Mayor Kris Civitarese

CARRIED UNAN.

Resolved OC 173/19

Council welcomed the attendance of NT Treaty Commissioner Professor Mick Dodson, NT Treaty Deputy Commissioner Ursula Raymond and Director Steve Rossingh

### **MOTION**

### **That Council:**

a) Break for Morning Tea at 10:07am.

**RESOLVED** 

Moved: Deputy Mayor Kris Civitarese

Seconded: Cr. Ricky Holmes

CARRIED UNAN.

Resolved OC 174/19

### **MOTION**

### **That Council:**

a) Resume Ordinary Session at 10:30am.

**RESOLVED** 

Moved: Deputy Mayor Kris Civitarese

Seconded: Cr. Noel Hayes CARRIED UNAN.

Resolved OC 175/19

5. QUESTIONS FROM MEMBERS OF THE PUBLIC

Nil

6. MAYOR'S REPORT

### **MOTION**

### **That Council:**

a) Move out of Ordinary at 2:47pm.

**RESOLVED** 

Moved: Cr. Noel Hayes

Seconded: Cr. Ronald Plummer CARRIED UNAN.

Resolved OC 176/19

### **MOTION**

### **That Council:**

a) Resume Ordinary at 2:52pm.

**RESOLVED** 

Moved: Cr. Noel Hayes

Seconded: Cr. Ricky Holmes CARRIED UNAN.

Resolved OC 177/19

### 6.1 MAYOR'S REPORT

### **MOTION**

### **That Council:**

a) Receive and note the Mayor's verbal update.

**RESOLVED** 

Moved: Cr. Jane Evans Seconded: Cr. Lucy Jackson

**CARRIED UNAN.** 

Resolved OC 178/19

The Mayor congratulated David Reed on his 25 years of service at Council and expressed his satisfaction with the longevity of many employees' employment at Council.

Cr Kris Civitarese returned to the meeting, the time being 02:59 PM

### 7. CHIEF EXECUTIVE OFFICER REPORTS

### 7.1 CEO REPORT

### **MOTION**

### **That Council:**

a) Receive and note the CEO Report.

### **RESOLVED**

Moved: Deputy Mayor Kris Civitarese

Seconded: Cr. Ronald Plummer

CARRIED UNAN.

Resolved OC 179/19

Contact Regional Director of DIPL about the lack of progress of Hilda Street Park Briefing on No More Domestic Violence Action Plan to be provided at the next Council meeting

Cr Ray Aylett left the meeting, the time being 03:13 PM

Cr Jane Evans left the meeting, the time being 03:29 PM

Cr Jane Evans returned to the meeting, the time being 03:33 PM

### **MOTION**

### **That Council:**

a) Move out of Ordinary at 3:34pm.

### **RESOLVED**

Moved: Deputy Mayor Kris Civitarese

Seconded: Cr. Sid Vashist

CARRIED UNAN.

Resolved OC 180/19

### **MOTION**

### **That Council:**

a) Resume Ordinary session at 3:52pm.

**RESOLVED** 

Moved: Cr. Noel Hayes

Seconded: Deputy Mayor Kris Civitarese

**CARRIED UNAN.** 

Resolved OC 181/19

### 7.2 RATIFICATION OF COMMON SEAL

### **MOTION**

### **That Council:**

- a) Ratify the execution of the following documents under the Council's Common Seal:
- Deed Of Variation Standard Grant Agreement NT Job Package for the employment of aboriginal aged care workers - 1 July 2018 to 30 June 2020 -Department of Health and BRC;
- Funding Acceptance Local Government (LG) Funding Levels Indigenous Job Development Funding - 2019 - 2020 - Department of Housing and Community Development (DHCD) and BRC;
- Funding Acceptance LG Funding Levels Local Authority Project Funding -2019 - 2020 - DHCD and BRC; and
- 4. Funding Acceptance LG Funding Levels NT Operational Subsidy 2019 2020 DHCD and BRC.

### **RESOLVED**

Moved: Cr. Noel Hayes

Seconded: Deputy Mayor Kris Civitarese

**CARRIED UNAN.** 

Resolved OC 182/19

### **MOTION**

### **That Council:**

a) Break for Afternoon Tea at 4:08pm.

**RESOLVED** 

Moved: Cr. Sid Vashist

Seconded:Cr. Lucy Jackson

**CARRIED UNAN.** 

Resolved OC 183/19

Cr Jane Evans left the meeting, the time being 04:33 PM

Cr Jeffrey McLaughlin left the meeting, the time being 04:33 PM

Cr Ronald Plummer left the meeting, the time being 04:33 PM

Cr Jane Evans returned to the meeting, the time being 04:36 PM

Cr Jeffrey McLaughlin returned to the meeting, the time being 04:36 PM

Cr Ronald Plummer returned to the meeting, the time being 04:36 PM

- 10 -

### **MOTION**

### **That Council:**

a) Move into Confidential at 4:15pm.

### **RESOLVED**

Moved: Deputy Mayor Kris Civitarese

Seconded: Cr. Noel Hayes

**CARRIED UNAN.** 

Resolved OC 184/19

### **MOTION**

### **That Council:**

a) Resume Ordinary session at 4:44pm.

### **RESOLVED**

Moved: Cr. Ronald Plummer

Seconded:Cr. Ricky Holmes

CARRIED UNAN.

Resolved OC 185/19

### 7.3 PARTNERING WITH THE CLONTARF FOUNDATION

### **MOTION**

### **That Council:**

- a) Instruct the CEO to present policy options to Council in November 2019 regarding use of lease payments from the Department of Education; and
- b) Instruct the CEO to write back to Clontarf indicating Council has deferred the decision on the partnership agreement until further options have been considered.

### **RESOLVED**

Moved: Cr. Jane Evans

Seconded: Cr. Noel Hayes

CARRIED UNAN.

Resolved OC 186/19

### 7.4 CENTRAL LAND COUNCIL REQUEST TO JOIN GOVERNANCE TABLE

### **MOTION**

### That Council:

- a) Support the request for the CEO's of the Central Land Council and Northern Land Council to have a seat at the Governance Table;
- **b)** Write to the Federal and Northern Territory Government's outlining Council's support of the request.

### **RESOLVED**

Moved: Deputy Mayor Kris Civitarese

Seconded: Cr. Lucy Jackson

**CARRIED UNAN.** 

Resolved OC 187/19

Cr Jeffrey McLaughlin left the meeting, the time being 05:20 PM

# 7.5 LGANT REGISTRATION TO ATTEND: AICD GOVERNANCE ESSENTIALS FOR LOCAL GOVERNMENT

### **MOTION**

### **That Council:**

**a)** Approve the registration of Councillors Hayes, Holmes and Jackson to attend the AICD course in Alice Springs on 10 and 11 October.

### **RESOLVED**

Moved: Deputy Mayor Kris Civitarese

Seconded: Cr. Jane Evans

**CARRIED UNAN.** 

Resolved OC 188/19

### 7.6 YOUTH JUSTICE FACILITY WORKING GROUP UPDATE

### **MOTION**

### **That Council:**

**a)** Receive and note the report in regards to the Barkly Youth Justice Facility and Service Model Working Group.

### **RESOLVED**

Moved: Cr. Noel Hayes

Seconded: Cr. Ronald Plummer

CARRIED UNAN.

Resolved OC 189/19

The Communique will be appended to the Minutes

### 7.7 HUMAN RESORCES REPORT JULY 2019

### **MOTION**

### **That Council:**

- a) Receive and note the HR report; and
- b) Instruct the CEO to table the Induction Policy at the next Council meeting.

### **RESOLVED**

Moved: Cr. Jane Evans

Seconded: Cr. Ronald Plummer

**CARRIED UNAN.** 

Resolved OC 190/19

PR and Events position has been readvertised

### 7.8 ELECTION OF DEPUTY MAYOR

### **MOTION**

### **That Council:**

- a) Receive and note the report; and
- b) Elect Councillor Ruger as Deputy Mayor for a period of 12 months.

### **RESOLVED**

Moved: Deputy Mayor Kris Civitarese

Seconded: Cr. Ronald Plummer

**CARRIED UNAN.** 

Resolved OC 191/19

### **MOTION**

### **That Council:**

a) Move out of Ordinary and into Confidential at 10:33am.

### **RESOLVED**

Moved: Cr. Jane Evans

Seconded: Deputy Mayor Kris Civitarese

**CARRIED UNAN.** 

Resolved OC 192/19

### 7.9 GOVERNANCE TABLE REPORT

### **MOTION**

### **That Council:**

- a) Receive and note the verbal update on the Governance Table Meeting;
- b) Note the Interim Governance Table meeting from 22 August 2019 and instruct the CEO to raise with the Governance Table the absence of information arising from the meeting.

### **RESOLVED**

Moved: Deputy Mayor Kris Civitarese

Seconded: Cr. Ronald Plummer

CARRIED UNAN.

Resolved OC 193/19

### 4. CORPORATE SERVICES DIRECTORATE REPORTS

### 8.1 FINANCE REPORT - JULY 2019

### **MOTION**

### That Council:

a) Receive and note the Finance Report for the month ended 31 July 2019.

### RESOLVED

Moved: Deputy Mayor Kris Civitarese

Seconded: Cr. Lucy Jackson

CARRIED UNAN.

Resolved OC 194/19

### 5. INFRASTRUCTURE DIRECTORATE REPORTS

### 9.1 INFRASTRUCTURE REPORT FOR JULY 2019

### **MOTION**

### **That Council:**

- a) Receive and note the report of activities within the Infrastructure Directorate;
- b) Instruct the CEO to compile a full and complete lighting audit for Tennant Creek;
- c) Instruct the CEO to prepare a report outlining the progress of the Procurement Committee's review of the Procurement Policy;
- d) Develop a process to report all instances of crime including graffiti to police;
- e) Request from police a complete list of all crimes reported by BRC for the last 12 months; and
- f) CEO to prepare a list of all infrastructure projects completed over the last 12 months.

### **RESOLVED**

Moved: Cr. Ronald Plummer

Seconded: Cr. Ricky Holmes

**CARRIED UNAN.** 

Resolved OC 195/19

Cr Ricky Holmes left the meeting, the time being 06:15 PM

Cr Ricky Holmes returned to the meeting, the time being 06:17 PM

Cr Noel Hayes left the meeting, the time being 06:35 PM

Cr Noel Hayes returned to the meeting, the time being 06:35 PM

### 6. COMMUNITY SERVICES DIRECTORATE

Nil

### 7. LOCAL AUTHORITY REPORTS

### 11.1 AUGUST LOCAL AUTHORITY REPORTS

### MOTION

### **That Council:**

- a) Receive and note the minutes from the Elliott Local Authority;
- b) Instruct the CEO to invite Tim Candler to the next Elliott Local Authority Meeting and to all other LA Meetings to provide an update on his role in the Barkly Regional Deal;
- c) Instruct the CEO to contact Power Projects and the NTG to discuss the condition of roads in the town camps in Elliott and the likelihood of resealing those roads; and
- **d)** Table Sponsorship and Community Grant Policies at each LA so each community has access to those policies.

### **RESOLVED**

Moved: Cr. Jane Evans

Seconded: Deputy Mayor Kris Civitarese

CARRIED UNAN.

Resolved OC 196/19

#### 8. COMMITTEE REPORTS

Nil

#### 9. NOTICES OF MOTION

Nil

#### 10. RESCISSION MOTIONS

Nil

#### 11. GENERAL BUSINESS

#### 15.1 POLICY REVIEW

#### RECOMMENDATION

#### **That Council:**

a) Receive and approve the reviewed Confidentiality Policy, Code of Conduct – Members Policy and Smoke Free Policy.

Deferred until September meeting

#### 15.2 DIRECTOR OF OPERATIONS REPORT

#### **MOTION**

#### **That Council:**

- a) Receive and note the Director of Operations report; and
- b) Instruct the CEO to contact the CEO of the EPA and request a copy of the investigation report into the dumping of asbestos pipes at the Elliott landfill.

#### **RESOLVED**

Moved: Cr. Jane Evans

Seconded: Cr. Lucy Jackson

CARRIED UNAN.

Resolved OC 197/19

#### 15.3 SUBMISSIONS INTO THE BURIAL AND CREMATION BILL 2019

#### **MOTION**

#### **That Council:**

- a) Receive and note the report; and
- b) Instruct the CEO to locate previous submission and submit to the Social Policy Scrutiny Committee by September 4.

#### **RESOLVED**

Moved: Cr. Noel Hayes

Seconded: Cr. Ronald Plummer

CARRIED UNAN.

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Resolved OC 198/19

#### 15.4 DRAFT TENNANT CREEK STREET SCAPE PROJECT PLAN

#### **MOTION**

#### **That Council:**

a) Instruct the CEO circulate project plan and attachments to Council for feedback.

#### **RESOLVED**

Moved: Deputy Mayor Kris Civitarese

Seconded: Cr. Ronald Plummer

**CARRIED UNAN.** 

Resolved OC 199/19

#### 15.5 COMMUNITY SERVICES REPORT

#### **MOTION**

#### **That Council:**

- a) Receive and note the Community Services report for August 2019;
- **b)** Instruct the CEO to meet with the Rangers, NTG and Department of Parks and Wildlife to discuss the situation regarding feral cats.

#### **RESOLVED**

Moved: Cr. Ronald Plummer

Seconded: Cr. Noel Hayes

**CARRIED UNAN.** 

Resolved OC 200/19

Deputy Mayor Civitarese noted his conflict due to his association with Barkly Arts

#### 15.6 COMMUNITY BLUE PRINTS

#### MOTION

#### **That Council:**

a) CEO and Mayor to discuss further and report back to next Council meeting.

#### **RESOLVED**

Moved: Cr. Noel Hayes

Seconded: Cr. Jane Evans

**CARRIED UNAN.** 

Resolved OC 201/19

#### 12. CORRESPONDENCE

16.1 INQUIRY IN THE ADEQUACY OF NEWSTART AND RELATED PAYMENTS AND ALTERNATE MECHANISMS TO DETERMINE THE LEVEL OF INCOME SUPPORT PAYMENTS IN AUSTRALIA.

#### **MOTION**

#### **That Council:**

a) Instruct the CEO contact CEO of LGANT to determine the status of the submission;

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and

b) Instruct the CEO request the retraction of the Barkly Regional Council submission.

#### **RESOLVED**

Moved: Cr. Sid Vashist Seconded: Cr. Jane Evans

CARRIED UNAN.

Resolved OC 202/19

Councillor Vashist noted his dissatisfaction with the submission and did not support the submission when made

Council expressed their concern over some of the language made in the submission

#### 16.2 CORRESPONDENCE FOR AUGUST 2019

#### **MOTION**

#### **That Council:**

a) Receive and note the correspondence for the month of August 2019.

#### **RESOLVED**

Moved: Deputy Mayor Kris Civitarese

Seconded: Cr. Noel Hayes

CARRIED UNAN.

Resolved OC 203/19

#### **MOTION**

#### **That Council:**

a) Note the invitation from the Mental Health Foundation Australia.

#### **RESOLVED**

Moved: Cr. Sid Vashist

Seconded:Deputy Mayor Kris Civitarese

CARRIED UNAN.

Resolved OC 204/19

#### **MOTION**

#### **That Council:**

- a) Receive and note the attached correspondence from the Place Names Committee; and
- b) Instruct the CEO to table at the Tennant Creek Local Authority to consider for any future place names in Tennant Creek.

#### **RESOLVED**

Moved: Deputy Mayor Kris Civitarese

Seconded: Cr. Sid Vashist

CARRIED UNAN.

Resolved OC 205/19

#### 13. THE REGIONAL COUNCIL'S PROPOSED REGIONAL PLAN

Nil

#### 14. <u>DECISION TO MOVE INTO CLOSED SESSION</u>

#### 15. RESUMPTION OF MEETING

#### **MOTION**

#### **That Council:**

 a) CEO to contact Power and Water to follow up on the letter regarding the generator at Ali Curung.

#### **RESOLVED**

Moved: Deputy Mayor Kris Civitarese

Seconded: Cr. Noel Haves CARRIED UNAN.

Resolved OC 206/19

#### 17.3 PRESENTATION FROM RISE/NGURRATJUTA

The report will be dealt with under Section 65(2) (ci) of the Local Government Act 2008 and Regulation 8 of the Local Government (Administration) Regulations 2008. It contains information that would, if publicly disclosed, be likely to cause commercial prejudice to, or confer an unfair commercial advantage on any person.

#### **MOTION**

#### **That Council:**

- a) Receive and sign the proposed agreement between RISE/Ngurratjuta and Barkly Regional Council; and
- b) Move this item out of Confidential.

#### RESOLVED

Moved: Deputy Mayor Kris Civitarese

Seconded: Cr. Jane Evans

**CARRIED UNAN.** 

Resolved OCCS 207/19

Chief Operating Officer of Ngurratjuta Kelvin McCann provided Council with a brief overview of Ngurratjuta and outlined the intention of the proposed agreement and outlined the desire to work with a key stakeholder in the Barkly region in Council. Questions were raised about identifying the land that is owned by either Council or Ngurratjuta and understanding the potential of establishing work in a specific location. Councillor Hayes noted his personal desire of completing works in Ali Curung and queried whether people actually completing the work in the communities are based in that community; RISE confirmed that local people would complete the job and would be mentored by the suitable people. McCann clarified that Ngurratjuta's intention was to collaborate with Council and not act in any way that jeopardises community efforts.

Concerns were in relation to the annual increases under the proposed EBA and under each respective commercial lease. Schedule to refer to each respective commercial lease in Ali Curung and Elliott. Will be adjusted to meet CPI requirements and to have separate commercial leases, they will be removed from the MOU and identified in their separate commercial leases. Council set prices

annually and MOU are to reflect the changes, at present no clauses indicating this. Insert 'subject to annual review on the anniversary date of the contract'.

Council should maintain the right to charge travel if necessary and under certain circumstances. Intention was to utilise local resources but Ngurratjuta confirmed all reasonable travel expenses may be charged

Invitations monthly/quarterly should be sent out to RISE/Ngurratjuta to inform Council on the activities and progress of the agreement

Council should have a seat on the Advisory Board which would be in each community in the Barkly; McCann agreed to this on the condition the working reads Elected Member. RISE noted this can be included as a standing Agenda Item as an 'Advisory Board'.

Regular attendance at LA Meetings and communication with the LA's should be maintained

#### 17.4 LOCAL AUTHORITY NOMINATIONS

The report will be dealt with under Section 65(2) (b) of the Local Government Act 2008 and Regulation 8 of the Local Government (Administration) Regulations 2008. It contains information about the personal circumstances of a resident or ratepayer.

#### **MOTION**

#### **That Council:**

- a) Accept the nominations of Rosalene Rusty and Lulu Teece and the resignation of Donald Simpson from the Ampilatwatja Local Authority; and
- b) Move this item out of Confidential.

#### **RESOLVED**

Moved: Cr. Noel Hayes

Seconded: Cr. Ronald Plummer

CARRIED UNAN.

Resolved OCCS 208/19

#### 17.7 TELSTRA - EXPRESSION OF INTEREST

The report will be dealt with under Section 65(2) (d) of the Local Government Act 2008 and Regulation 8 of the Local Government (Administration) Regulations 2008. It contains information subject to an obligation of confidentiality at law, or in equity.

#### **MOTION**

#### **That Council:**

- a) Note the Expression of Interest from Telstra;
- b) Instruct the CEO to have further negotiations with Telstra to indicate that the lease will commence immediately and tower is disassembled and removed at the end of lease or if no longer used or replaced by other technology; and
- c) Move out of Confidential.

#### **RESOLVED**

Moved: Cr. Sid Vashist

Seconded: Cr. Jeffrey McLaughlin CARRIED UNAN.

Resolved OCCS 209/19

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No cessation term in lease requesting Telstra to remove the property once project completed and term outlining obligation to remove fencing and/or property once it is no longer required

Lease commences once Telstra enter Council land

# 17.8 EXPRESSION OF INTEREST SUBMISSIONS - ORGANISATIONAL EXTERNAL REVIEW 2019

The report will be dealt with under Section 65(2) (ci) of the Local Government Act 2008 and Regulation 8 of the Local Government (Administration) Regulations 2008. It contains information that would, if publicly disclosed, be likely to cause commercial prejudice to, or confer an unfair commercial advantage on any person.

#### **MOTION**

#### **That Council:**

- a) Instruct the CEO to approve the submission from allaboutXpert Technologies Australia to carry out external review of Council's Organisational Structure and Internal Processes:
- b) Instruct the CEO to identify the milestones of the contract;
- c) Instruct the CEO organise a startup meeting;
- d) Request the CEO to notify allaboutXpert Technologies Australia by COB Friday 30 August 2019;
- e) CEO to locate previous review of Council and contact Peter Matthews if unable to find the review; and
- f) Move this Item out of Confidential.

#### **RESOLVED**

Moved: Cr. Noel Hayes Seconded: Cr. Sid Vashist

CARRIED UNAN.

Resolved OCCS 210/19

Deputy Mayor Civitarese noted Guard Solutions used T&J as a reference but he has no knowledge of their association with T&J or their business model

#### Negotiable fee structures

A governance structure should be in place to monitor milestones and compliance with the contracted terms. Steering group to be formed to oversee management of the Review. CEO, Jenna and 3 Councillors to be involved in the Steering Committee. Potential standing invitations for the Audit and Risk Committee to utilise existing Council Committees

#### 17.9 REVIEW OF SUBMISSIONS FOR FEASIBILITY STUDY - ELLIOTT ARTS CENTRE

The report will be dealt with under Section 65(2) (ci) of the Local Government Act 2008 and Regulation 8 of the Local Government (Administration) Regulations 2008. It contains information that would, if publicly disclosed, be likely to cause commercial prejudice to, or confer an unfair commercial advantage on any person.

#### **MOTION**

#### That Council:

- a) Approve the appointment of KPMG to carry out a feasibility study to assess the commercial viability of establishing an Arts Centre in the town of Elliott;
- b) Request the CEO to notify the winning service provider by COB Friday, 30 August 2019;

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Attachment 1 Page 78

- c) Request the CEO to convene a startup meeting; and
- d) Move this item out of Confidential.

**RESOLVED** 

Moved: Cr. Ronald Plummer Seconded: Cr. Lucy Jackson

**CARRIED UNAN.** 

Resolved OCCS 211/19

#### 16. CLOSE OF MEETING

The meeting terminated at 9:25pm.

THIS PAGE AND THE PRECEEDING PAGES ARE THE MINUTES OF THE Ordinary Council Meeting HELD ON Thursday, 29 August 2019 AND CONFIRMED Thursday, 26 September 2019.

Steven Edgington Council Mayor Mark Parsons
Acting Chief Executive Officer

#### REPORTS FROM BARKLY REGIONAL COUNCIL

**ITEM NUMBER** 10.3

TITLE Barkly Regional Deal

REFERENCE 281773

AUTHOR Makhaim Brandon, Administration Officer

#### **RECOMMENDATION**

#### That the Authority

- a) Receive and note the report from the Youth Justice Working Group;
- b) Receive and note the report from the Barkly Governance Table;

#### SUMMARY:

#### **BACKGROUND**

#### ISSUE/OPTIONS/CONSEQUENCES

#### **CONSULTATION & TIMING**

#### **ATTACHMENTS:**

- 1 Youth Justice Working Group 21 August.pdf
- Youth Justice Facility Working Group 11 September.pdf
- 3. Site Options Barkly Youth Justice Facility.pdf
- youth Justice Facility Advertisement.pdf
- Youth Justice Facility Survey.pdf
- Barkly Interim Governance Table Communique FINAL 25 Sept\_pdf





The Youth Justice Facility Working Group met on Wednesday, 21 August 2019. At this meeting, Territory Families presented five (5) proposed site locations, all suitable for the construction of a Youth Justice Facility, to the Group.

Territory Families confirmed that the initial proposed Work Camp site was off the table and not considered as a site anymore.

Kym, from Central Land Council, proposed an additional site (site 6) for consideration which is on Patta land. This site is located south of the Work Camp along Peko road, adjacent to Juno land.

The Working Group also raised suggestions around community involvement in site selection.

After some discussion, the Group agreed to partake in 3x site visits to include Site 1 (Udell Road), Site 5 (Juno) and Site 6 (Patta land along Peko Road). The Group acknowledged that each site has its pro's and con's, and dependant on site selected, may need to pass through native title processes.

#### Actions from this meeting included:

- Community involvement recommendation be tabled at the next Governance Table meeting in August, 2019.
   Governance Table to assistance with the compilation of communications and questionnaire to be distributed through Working Group to the community for consultation and input, before next Working Group meeting.
- Territory Families to conduct a desktop assessment on the shortlisted site selections to ascertain further detail around feasible building site location, services connectivity, road access etc.
- Barkly Regional Council to assist with the coordination of public consultation throughout communities.
- Proposal for future meetings to be held on the second Wednesday of each month, between 11am to 1pm.

Next Working Group meeting to take place on Wednesday, 11 September 2019, 11am to 1pm.

41 Peko Road P.O Box 821, Tennant Creek NT 0861 Tel: (08) 8962 0000 Fax: (08) 8962 1801 ABN: 32 171 281 456

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The Youth Justice Facility Working Group met on Wednesday, 11 September 2019. At this meeting, the Chair provided an overview/ background of what has been covered, discussed and agreed on thus far. More specifically, the Code of Conduct was touched on, the three (3) site options where clarified, and emphasis on the timeliness in order to meet and achieve expected deliverables on time were discussed. It was noted that as a Group it was an ambitious aim to get concepts out for community consultation prior to this meeting (to seek community feedback), and recognised that the Group is not going to meet these timelines.

Following this, an update was provided by Territory Families on revised maps of the three (3) site options. Map 1 showed the three different locations. It was stated that the exact scale and location of facility would be negotiated once preferred site was finalised. All three sites have similar costs around service provisions. Map 2 represented a more indicative idea of facility footprint from Territory Families. In summary, size of blocks are similar and service costs across three sites would be similar overall.

Territory Families discussed that planned meetings with Patta are to take place where Patta are looking at formalising steps and process with Territory Families. Territory Families also provided an update on Diagrama, and are working with Danila Dilba on drafting a scope of engagement. Diagrama Consultants are likely to be visiting Australia towards the end of November to engage with stakeholders, community and Barkly Working Group

Lastly, there was extensive discussion from the Working Group on the Pro's and Con's for each of the three (3) site options presented.

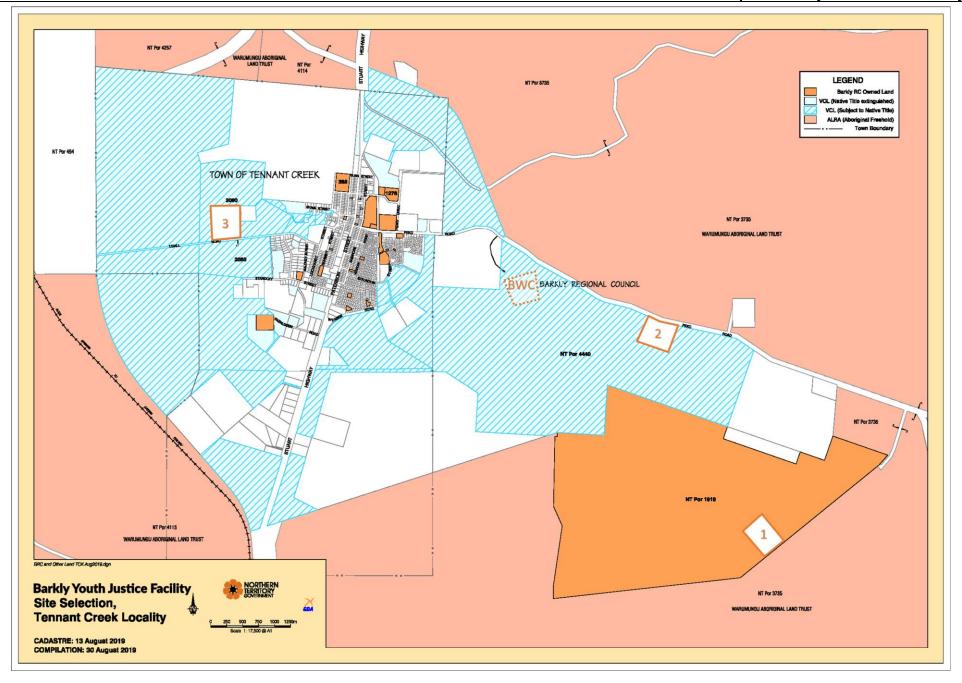
#### Actions from this meeting included:

- Working Group to send through additional Pro's and Con's points by Friday, 13 September 2019.
- Time required for Territory Families to meet with Patta to discuss site options 2 and 3.
- Pending these discussions, the Working Group may be in a position to possibly get going on community consultation prior to the next meeting.

Next Working Group meeting to take place on Wednesday, 9 October 2019, 11am to 1pm.

41 Peko Road P.O Box 821, Tennant Creek NT 0861 Tel: (08) 8962 0000 Fax: (08) 8962 1801 ABN: 32 171 281 456

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# **Barkly Regional Deal**

- PUBLIC NOTICE -

# YOUTH JUSTICE FACILITY PROPOSED SITES

# **PUBLIC CONSULTATION**

The Youth Justice Facility Working Group is seeking to consult with the public in relation to the facilities location.

The Working Group has identified three suitable sites which will be the subject of an online survey.

The intent of the Youth Justice Facility is to provide stable, safe and supervised accommodation for young people who have been sentenced to supervision, a diversion program, are on bail, or potentially who are participating in the Back on Track program. The Youth Justice Facility is not a detention centre and will not be used for that purpose.

Please have your say and let us know which option you would prefer by visiting the Barkly Regional Council website at www.barkly.nt.gov.au and follow the links to the survey.

For more information, contact Council Reception on (08) 8962 0000 or email Tim.Candler@barkly.nt.gov.au



Further information about the Barkly Regional Deal can be found online at www.regional.gov.au/regional/deals/Barkly.aspx







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# YOUTH JUSTICE FACILITY PROPOSED SITES SURVEY

Are you a resident of the Barkly Region?

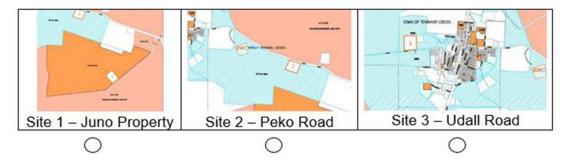
YES

NO

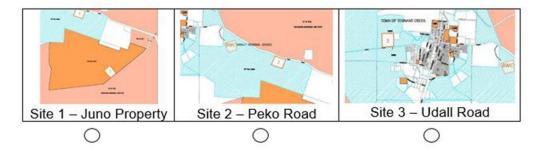
Are you a Tennant Creek Resident?

YES NO

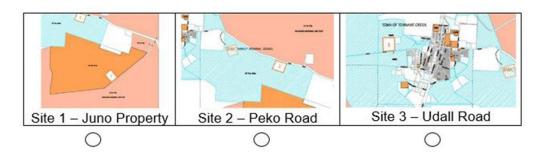
#### Which site is your FIRST preference for the Youth Justice Facility?



#### Which site is your SECOND preference for the Youth Justice Facility?



#### Which site is your THIRD preference for the Youth Justice Facility?



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| PLEASE SHARE ANY OTHER COMMENTS YOU HAVE ON THE BACK PAGE: |
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### Interim Barkly Governance Table Meeting Thursday 19 September 2019 Communiqué

- The fourth meeting of the interim Barkly Governance Table was held on 19 September 2019 at the Barkly Regional Council Chambers. The Table was advised of changes to the private sector representatives and looked forward to welcoming new private sector members to the next meeting.
- The Table reviewed progress to date across the Deal's three themes and 28 initiatives, with consistent progress noted. A review against progress of the Backbone's implementation timeline showed that implementation is on track, with the exception of recruitment for Backbone positions which is being progressed.
- In reviewing the initiative 'maximising Aboriginal employment', the Table acknowledged the importance of education and training pathways, business growth and creation and phasing investment to maximise opportunities for local businesses and Aboriginal people.
- 4. The co-chair of the Youth Justice Facility and Service Model Working Group provided an update on site selection process for the Youth Justice Facility. The co-chair advised that, following extensive community consultation, Patta Aboriginal Corporation and Territory Families are continuing to work closely to finalise the selection of a site, with key decision-making meetings to occur in the coming weeks.
- 5. The co-chair of the Economic Growth and Support Working Group advised that work to stand up the Working Group has been progressing well. The first public information session is scheduled to be held on 10 October and the first meeting of the Working Group on 14 November.
- 6. The Table discussed the pipeline of infrastructure projects coming into the Barkly, including planned road projects, public housing investments and additional projects under the Barkly Regional Deal. The Table discussed how best to sequence the delivery of projects to ensure important infrastructure is delivered in an efficient and timely way, while optimising local employment and also providing opportunities for the Barkly's local industry to develop and be ready to compete for contracts. The Table members agreed to discuss the advice with the wider community and return with views on the most appropriate sequencing of the Deal's projects at a future meeting.
- 7. Members of the Creative Barkly research group presented their work on the contribution of the arts and creative sector to social, economic and cultural wellbeing in the Barkly region. The Table discussed their recommendations and noted that some of them could be integrated into design and implementation of Barkly Regional Deal initiatives.
- 8. The Table agreed for the Commonwealth to lead the development of an Implementation Plan and provide a draft for the Table's consideration at the next meeting. The Implementation Plan will set out responsibility for implementing the Deal's initiatives and the timeline for delivery, which will be important in ensuring public accountability and transparency as implementation progresses.
- 9. The Table agreed to a proposal for two positions to be funded for two years through the Deal's community sports initiative, with the Barkly Regional Council responsible for taking forward the recruitment process. The positions will be focused on supporting the community to maximise recent and planned NT Government investments in regional sports facilities. One position will focus on Tennant Creek and the other on the broader Barkly region.
- 10. The Table discussed and agreed the importance of the government investment and service system reform initiative. Work is being progressed by the NT Government to map out the current investments. It was noted that the complexity of the reform work will require that government take the time to plan the project carefully, with the Table agreeing that the Commonwealth and NT Government representatives will return to the Table with a plan for this important work in early 2020.

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11. The next meeting is scheduled for Thursday 21 November 2019 and will focus on the draft Implementation Plan and the proposed investment pipeline, an update on the Child and Family Centre, a briefing on the CDP providers in the Barkly and a report-back from the Economic Working Group.

#### **Agreed Decisions**

The Table agreed:

- To the Commonwealth leading the development of an Implementation Plan which will be used to track progress, inform reporting to elected officials and feed into the Table's traffic light reporting, with a report back to the next meeting;
- To the creation of two sports co-ordinator positions in the Barkly Regional Council, with the job descriptions agreed;
- To establish the Economic Working Group, with a public information session in October 2019 and the first Working Group meeting in November 2019 and a report-back to the next Table meeting on progress;
- Following the briefing from Creative Barkly on their 31 recommendations, to consider ways to integrate arts and creativity into Deal implementation and other activities in the Barkly, including the Tennant Creek street-scaping project;
- 5. For the Backbone Team to send a letter of thanks and invitation to elected officials;
- 6. In the context of reviewing progress on the 28 initiatives, the Governance Table agreed:
  - To seek further information from the Commonwealth on current and future opportunities for aged care places and child-care places;
  - NIAA to explore a briefing from CDP providers in the Barkly and how they can support the Barkly Regional Deal's objectives;
  - To consider options, out of session, for sequencing of infrastructure projects in the Barkly Regional Deal to ensure priority projects are prioritised and the local and Aboriginal economic opportunities are maximised;
  - d. That the consultants engaged to undertake the Elliott Art Centre feasibility study should meet with the Local Authority during their consultations;
- In the context of considering the Working Group updates:
  - a. To acknowledge the productive work between NT Families and Patta Aboriginal Corporation in considering potential sites for the Youth Justice Facility;
  - For the Backbone Team to circulate an updated Working Group Terms of Reference ahead of the next Governance Table Meeting;
  - To invite representatives from the High School youth leaders program to the next meeting;
     and
- That recruitment and public communications on Deal initiatives should clearly communicate that the initiative is part of the Barkly Regional Deal.

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#### **VISITOR PRESENTATIONS**

**ITEM NUMBER** 12.1

TITLE Visitor Presentation - feedback of 2019 Trachoma screening and

treatment Date for Ali Curung.

REFERENCE 282497

**AUTHOR** Tim Hema, Area Manager - Ali Curung

#### **RECOMMENDATION**

#### That the Authority

(a) Receive and note the presentation from CDC Trachoma Program

7 October 2019

BARKLY REGIONAL COUNCIL

#### **SUMMARY:**

Provide feedback of 2019 Trachoma Screening and Treatment Data for Ali Curung.

#### **BACKGROUND**

#### ISSUE/OPTIONS/CONSEQUENCES

#### **CONSULTATION & TIMING**

#### **ATTACHMENTS**:

1 Visitor Presentation- Trachoma Program.pdf



## Request to make a Presentation to a Local Authority

(Request must be made in writing one week before a Local Authority meeting). Dear Chair of the Ali Curung Local Authority, I am requesting your permission to make a presentation to the Ali Curung Local Authority on 7th October 2019 Give the Local Authority Information (Feedback) about Recent Trachoma Screening and Treatment Program conducted in Ali Curung Speaking points that BRC will insert into the Local Authority minutes as a record of your presentation/report Feedback of 2019 Trachoma Screening and Treatment data for Ali Curung Prevention of Trachoma Screening in 2020 Local Authority members welcome contributions from outside agencies. We ask visitors to keep presentations to no longer than 10 minutes including questions. \* Presentations are not minuted by BRC staff. Name: ......Nicole Kempster.....Public Health Nurse..... Organisation: ......CDC – Trachoma Program..... Contact details: ......08 89517995..... Signed: ..... Date: ......30<sup>th</sup> September 2019..... Local Authority Chair to complete: I approve/do not approve the request to make a presentation (cross out what doesn't apply)

Attachment 1 Page 90

#### **VISITOR PRESENTATIONS**

**ITEM NUMBER** 12.2

**TITLE** Visitor Presentation - Anyinginyi Health Aboriginal Corporaiton.

7 October 2019

BARKLY REGIONAL COUNCIL

REFERENCE 282813

**AUTHOR** Tim Hema, Area Manager - Ali Curung

#### **RECOMMENDATION**

#### That the Authority

(a) Receive and note the presentation

#### **SUMMARY:**

Election of Board representative to the Anyinginyi Health Board of Directors.

#### **BACKGROUND**

#### ISSUE/OPTIONS/CONSEQUENCES

#### **CONSULTATION & TIMING**

## **ATTACHMENTS**:

1. Visitors LA - Anyinginyi.pdf



#### Request to make a Presentation to a Local Authority

(Request must be made in writing one week before a Local Authority meeting).

| Dear Chair of the Ali Curung  | Local Authority,   |                    |
|---|--|--------------------|
| I am requesting your permission t on 7 /1 0 1/9   | to make a presentation to the Ali Curung   | Local Authority    |
| Give the Local Authority Informati  | ion about  |                    |
| Election of Board representative to the<br>statements. Document LAG motion of   | e Anyinginyi Health Board of Directors. Presentation of fappointment of Director.  | Audited Financial  |
|   |  |                    |
|   |  |                    |
|   |  |                    |
| Attending is General Manager Barb S   | sert into the Local Authority minutes as a record of<br>Shaw, Chairperson Ross Williams, Public Officer Clariss<br>Heather Burton & Executive Assistant Dan Ritchie. |                    |
|   | G the Audited Financial Statements 2018-2019   |                    |
| Clarissa Burgen to present to the LAG<br>Barb Shaw and Chairperson Williams   |  |                    |
|   |  |                    |
| Barb Shaw and Chairperson Williams  Local Authority members welcom  |  |                    |
| Barb Shaw and Chairperson Williams  Local Authority members welcom presentations to no longer than 1 staff.  Name: Daniel Ritchie   | ne contributions from outside agencies. We ask vis<br>0 minutes including questions. * Presentations are   |                    |
| Local Authority members welcom presentations to no longer than 1 staff.  Name: Daniel Ritchie Organisation: Anyinginyi Health Ab  | ne contributions from outside agencies. We ask vis<br>10 minutes including questions. * Presentations are<br>boriginal Corporation                                   |                    |
| Local Authority members welcom presentations to no longer than 1 staff.  Name: Daniel Ritchie Organisation: Anyinginyi Health Ab  | ne contributions from outside agencies. We ask vis 10 minutes including questions. * Presentations are boriginal Corporation niel.ritchie@anyinginyi.com.au          |                    |
| Local Authority members welcom presentations to no longer than 1 staff.  Name: Daniel Ritchie Organisation: Anyinginyi Health Ab  | ne contributions from outside agencies. We ask vis 10 minutes including questions. * Presentations are boriginal Corporation niel.ritchie@anyinginyi.com.au          |                    |
| Local Authority members welcom presentations to no longer than 1 staff.  Name: Daniel Ritchie Organisation: Anyinginyi Health Att Contact details: 08 8962 2615 dan Signed: Daniel Ritchie  | ne contributions from outside agencies. We ask vis to minutes including questions. * Presentations are boriginal Corporation niel.ritchie@anyinginyi.com.au          |                    |
| Local Authority members welcom presentations to no longer than 1 staff.  Name: Daniel Ritchie Organisation: Anyinginyi Health Ab Contact details: 08 8962 2615 dan Signed: Daniel Ritchie Date: 02/10/2019  Local Authority Chair to complete | ne contributions from outside agencies. We ask vis to minutes including questions. * Presentations are boriginal Corporation niel.ritchie@anyinginyi.com.au          | not minuted by BRC |
| Local Authority members welcom presentations to no longer than 1 staff.  Name: Daniel Ritchie Organisation: Anyinginyi Health Ab Contact details: 08 8962 2615 dan Signed: Daniel Ritchie Date: 02/10/2019  Local Authority Chair to complete | ne contributions from outside agencies. We ask vis 0 minutes including questions. * Presentations are boriginal Corporation niel.ritchie@anyinginyi.com.au           | not minuted by BRC |

Attachment 1 Page 92

#### **OTHER BUSINESS**

**ITEM NUMBER** 13.1

TITLE Confirmation of Meeting Date

REFERENCE 281796

**AUTHOR** Makhaim Brandon, Administration Officer

#### RECOMMENDATION

#### That the Authority

a) Confirm the date of the next Local Authority meeting to be held on the 11<sup>th</sup> of November.

7 October 2019

BARKLY REGIONAL COUNCIL

#### **SUMMARY:**

This is to assist council in getting information from the council meeting back out to the Local Authority in a timely manner.

#### **BACKGROUND**

#### ISSUE/OPTIONS/CONSEQUENCES

#### **CONSULTATION & TIMING**

#### **ATTACHMENTS**:

There are no attachments for this report.

#### **OTHER BUSINESS**

**ITEM NUMBER** 13.2

TITLE Suicide Story Update

REFERENCE 282934

AUTHOR Shelley McDonald, Area Manager - Elliott

#### **RECOMMENDATION**

#### That the Authority

a) Receive and note the report;

#### **SUMMARY:**

Edith Hanlon the Deputy for Local Authority will speak at the meeting along with Manivannan Naidu.

#### **BACKGROUND**

#### ISSUE/OPTIONS/CONSEQUENCES

#### **CONSULTATION & TIMING**

#### **ATTACHMENTS**:





BARKLY REGIONAL COUNCIL

7 October 2019