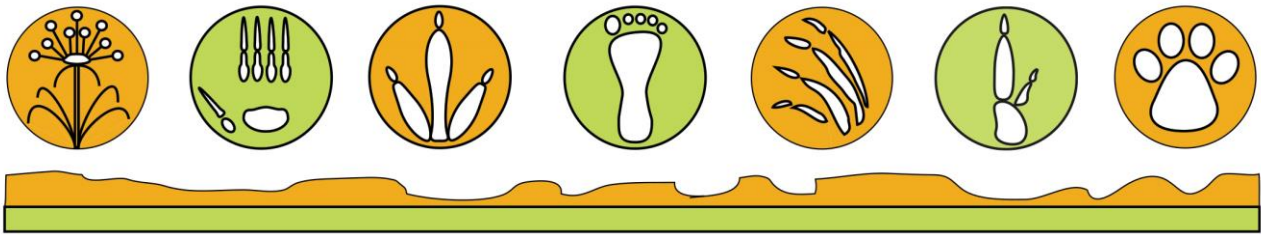


# BARKLY REGIONAL COUNCIL



## AGENDA ELLIOTT LOCAL AUTHORITY MEETING

**THURSDAY, 22 JUNE 2023**

Barkly Regional Council's Elliott Local Authority will be held in Elliott Council Office - Conference Room on Thursday, 22 June 2023 at 10:00am.

**Russell Anderson**  
Acting Chief Executive Officer

### 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.

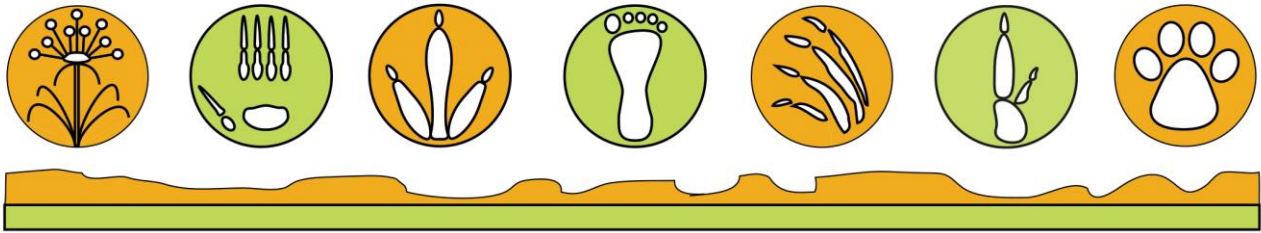
We want to ensure that our services are sustainable and that our region has a standard consistent level of services.

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.

# BARKLY REGIONAL COUNCIL



## **ACKNOWLEDGEMENT TO COUNTRY**

We acknowledge the Traditional Owners of Warumungu, Mudberra, Jingili, Wakaya, Wambaya, Waanyi, Walpiri, Warlmanpa, Alyawarr, Anmatyerre and Kaytetye Country on which Barkly Regional Council live and work, and recognise their continuing connection to land, waters and culture. We pay our respects to the ancestors and elders of these lands, past, present and emerging.

May we continue to work together to  
Deliver sustainable outcomes through a process  
Based on mutual respect and understanding.

## **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

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# AGENDA

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ITEM	SUBJECT	PAGE NO
	<b>MEETING TO COMMENCE WITH ACKNOWLEDGEMENT OF TRADITIONAL OWNERS</b>	
<b>1</b>	<b>OPENING &amp; ATTENDANCE</b>	
1.1	Authority Members Present	
1.2	Staff and Visitors Present	
1.3	Apologies To Be Accepted	
1.4	Absent Without Apologies	
1.5	Resignations	
1.6	Disclosure of Interests	
<b>2</b>	<b>CONFIRMATION OF PREVIOUS MINUTES</b>	
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<b>3</b>	<b>ACTIONS FROM PREVIOUS MINUTES</b>	
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<b>4</b>	<b>CHIEF EXECUTIVE OFFICER REPORTS</b>	
	<i>Nil</i>	
<b>5</b>	<b>FINANCE</b>	
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<b>6</b>	<b>AREA MANAGERS REPORT</b>	
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<b>7</b>	<b>GENERAL BUSINESS</b>	
7.1	Quote for Elliott sport and recreation equipment.....	17
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<b>8</b>	<b>CORRESPONDENCE</b>	
	<i>Nil</i>	
<b>9</b>	<b>OTHER MATTERS FOR NOTING</b>	
	<i>Nil</i>	
<b>10</b>	<b>REPORTS FROM BARKLY REGIONAL COUNCIL</b>	
	<i>Nil</i>	
<b>11</b>	<b>THE REGIONAL COUNCIL'S PROPOSED REGIONAL PLAN</b>	
	<i>Nil</i>	
<b>12</b>	<b>VISITOR PRESENTATIONS</b>	
12.1	Presentation by a DIPL representative.....	34
12.2	Elders Visting Program .....	39
12.3	BRADAAG - Aged Care.....	42

---

**13 OTHER BUSINESS**

*Nil*

**14 CLOSE OF MEETING**

## **CONFIRMATION OF PREVIOUS MINUTES**

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**ITEM NUMBER** 2.1  
**TITLE** Confirmation of previous minutes  
**REFERENCE** 381772  
**AUTHOR** Darren Lovett, Special Projects Manager

### **RECOMMENDATION**

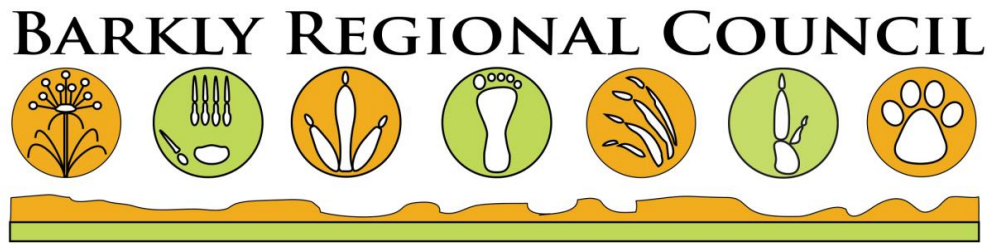
**That the Authority receive and note the minutes of the previous meeting (May 2023)**

### **SUMMARY:**

The previous Local Authority meeting conducted in Elliott was 04MAY23

### **ATTACHMENTS:**

1 [↓](#) Elliott-Local-Authority-2023-05-04-1487-Minutes.pdf



## MINUTES ELLIOTT LOCAL AUTHORITY

The Elliott Local Authority of the Barkly Regional Council was held in Elliott Council Office - Conference Room on Thursday, 4 May 2023 at 10:30am.

**Russell Anderson**  
Acting Chief Executive Officer

### 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.

Meeting commenced at (Fill in time) with (Fill in Name) as chair.

**1. OPENING AND ATTENDANCE**

**1.1 Elected Members Present**

- Bob Bagnall
- Jody Nish
- Jason Mullan
- Christopher Neade
- Kevin Gaskin
- Kevin Neade
- Lora Jackson

**1.2 Staff And Visitors Present**

- Darren Lovett (BRC)
- Lachlan Wilkins (CM&C)
- Mark Grene (NT Pol)
- Peter Burnhiem
- Pacey Jackson
- Conney Barten
- Clinton Pepper (CM&C Ab-Interpreter)

**1.3 Apologies To Be Accepted**

- Lora Jackson (BRC)

**1.4 Absent Without Apologies**

- 

**1.5 Disclosure Of Interest**

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

**2. CONFIRMATION OF PREVIOUS MINUTES**

**3.1 PREVIOUS MINUTES**

**RECOMMENDATION**

**That the Authority confirm the minutes of the previous local authority meeting held in Elliott on 06 April, 2023**

Moved – Jason Mullan

Seconded – Kevin Gaskin

**3.2 LAND TENURE ELLIOTT (LOT 141)****RECOMMENDATION**

**That the Authority receive and acknowledge the results of a land tenure enquiry**

Resolve – LA Members accepted the land tenure.

Moved – Kevin Gaskin

Seconded – Jody Nish

**3.3 ELLIOTT STREET LIGHT AUDIT****RECOMMENDATION**

**That the Authority receive and note the Elliott street light audit APR23**

Resolution – Lachlan Wilkins (PMC) and Darren Lovett will find out who's responsible for each section of the township to repair any street lights.

Moved – Kevin Neade

Seconded – Lenny Barton

**3. ACTIONS FROM PREVIOUS MINUTES**

*Nil*

**4. CHIEF EXECUTIVE OFFICER REPORTS**

*Nil*

**5. FINANCE****6.1 ELLIOTT LA FINANCE REPORT****RECOMMENDATION**

**That the Authority receive and note the Elliott Local Authority Finance report**

Resolution – LA commit at least \$40,000 before end of current financial year.

Moved – Jody Nish

Seconded – Jason Mullan

**6. AREA MANAGERS REPORT****7.1 OPERATIONS REPORT****RECOMMENDATION**

**That the Authority receive and note the report**

Resolution – LA Members accepted Chris Neade and Darren Lovett to look into how many Municipal Worker position to be filled.

Moved – Kevin Gaskin

Seconded – Jason Mullan

## 7. GENERAL BUSINESS

### 8.1 LIQUOR LICENSING PERMIT UPDATE

#### RECOMMENDATION

**That the Authority note the update from the Chief Minister and Cabinet representative regarding liquor licensing permits for the town of Elliott**

Lachlan Wilkson updated that in the interim, people can still apply for Liquor permits to drink in Gurungu and Wilyuku, also all current permits are accepted. Also gave options to take.

Resolution – LA request a brief for implications, options and what support/resources to help for the next steps from PMC. A full community consultation and information be done.

Moved – Jody Nish

Seconded – Lenny Barton

## 8. CORRESPONDENCE

*Nil*

## 9. OTHER MATTERS FOR NOTING

*Nil*

## 10. REPORTS FROM BARKLY REGIONAL COUNCIL

*Nil*

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

*Nil*

## 12. VISITOR PRESENTATIONS

12.1 Clinton Pepper – AIS (Aboriginal Interpreter Services) PMC

*Gave information about their services and would like to recruit from Elliott area.*

*Interpreters have opportunities to be upskilled and Nationwide accreditation.*

## 13. OTHER BUSINESS

### 14.1 ACTION ITEMS RESOLUTION TRACKER

#### RECOMMENDATION

**That the Authority receive and note the Elliott Action Items resolution tracker**

Moved – Kevin Gaskin

Seconded – Jason Mullan

**14. CLOSE OF MEETING**

Meeting Closed at 12:30pm

THIS PAGE AND THE PRECEEDING 4 PAGES ARE THE MINUTES OF THE Elliott Local Authority Meeting HELD ON Thursday, 4 May 2023 AND CONFIRMED Thursday, 1 June 2023.

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Bob Bagnall  
Chair

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Russell Anderson  
Acting Chief Executive Officer

## **ACTIONS FROM PREVIOUS MINUTES**

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<b>ITEM NUMBER</b>	3.1
<b>TITLE</b>	Action Items resolution tracker
<b>REFERENCE</b>	381788
<b>AUTHOR</b>	Darren Lovett, Special Projects Manager

### **RECOMMENDATION**

**That the Authority receive and note the Elliott LA action items and resolution tracker**

### **SUMMARY:**

The action items and resolution tracker has been updated for JUN23

### **ATTACHMENTS:**

1 [↓](#) Elliott LA Action Resolution tracker JUN23.pdf

Agenda Item no.	Item description	Resolution/Action	Action Leader	Status	Comment
	House 8 Lewis St	That BRC actions repairs to Lot 8/16 Lewis Street	Dir of Ops	Ongoing	Added to 5 year infrastructure plan
	Jim Rennie Reserve	That BRC do a Masterplan of the reserve to bring all items back to a usable condition including lighting of football field, upgrade of Golf Course, Tennis Court, Cricket Pitch, Mini Golf, and BMX track.	Dir of Infrastructure	Ongoing	building was demolished, land now cleared. Currently no infrastructure department as yet to move forward with a plan.
	Town Camps Fencing	BRC to write a letter to the Dept seeking funds to repair Town Camp fences	Mayor, CEO	ongoing	Since November 2022, the South and North camp subdivision concerns have been under review by the Department of Territory Families, Communities, and Housing (TFHC). With little funding, our service provider Aus Projects has already worked on this report. We have received quotations for tree cutting and major drainage repair work, both of which TFHC has accepted. TFHC are looking at numerous quotes as we assess the fencing elements for the south and north camp RM program. Subject to financial availability and schedule, we continue to engage with our service provider, Aus Projects on the current legacy issues as part of the Elliott Camp normalisation project.
	Sobering Up Shelter	Request the Dir Comm Services look into the validity of a shelter and if possible pursue funding to establish one in Elliott	Dir Comm Services	Ongoing	
	Roadside Verges	Kerb and guttering of Brown & Koorringa streets	Dir of Infrastructure	Ongoing	DIPL e-mail sent Internal - Roads are responsibility of Local Council Authority/BRC as they are not a NTG Road.
	NCW Drivers DriveRd	The condition of this road and what is happening to move forward	Dir of Infrastructure	Ongoing	DIPL e-mail sent Internal Roads are responsibility of Local Council Authority as they are not a NTG Road.
	Nature Strip/Service Rd	Invite DIPL to attend LA meet to discuss Nature Strip and service road issues	DIPL	completed	[E-mail response from DIPL 05MAY23] -Work order has been issued. In addition to these works, road trees around the speed signs within the main street will also be cut back as well as an repeated speed limit sign (60) installed near the North bend to assist with speeding motorists.
	Tree Planting	Request an update on the Tree Replacement program and when will this be completed in Elliott	DIPL	completed	[E-mail response from DIPL 05MAY23] Work order has been issued. In addition to these works, road trees around the speed signs within the main street will also be cut back as well as an repeated speed limit sign (60) installed near the North bend to assist with speeding motorists.
	LA Event funding	That BRC approve reimbursement of \$1000 to Elliott & NCW Sport & Rec Association for Anzac Day 2022	BRC	completed	transfer receipt included in MAY23 Agenda
	Plant Purchase	That the Area manager provide quotes for Skip bins, forks for Skid Steer, Forks for JCB Backhoe, and Polaris side by side unit.	Area manager	Ongoing	updated quotes now received
	Plant Purchase	That the Quotes obtained by the AM for plant purchase be forwarded to BRC for approval to purchase	Area manager	Ongoing	updated quotes for Polaris now received
	Accommodation Plans	That Northern Interests be asked to provide legible plans, full scope of works	Northern Interests	Ongoing	RES 107/22 - plans will be presented at the next LA meeting, legal documentation has been presented for consideration. Council has passed the resolution and approved plans. Regular communication with Northern Interest ongoing, currently revising plans, awaiting an updated timeline.
	LA Minutes	That the minutes of LA meetings 19/2/22, 31/5/22 & 11/8/22 be presented to BRC Ord Council meeting	BRC	closed	completed and uploaded to BRC website
	Accommodation Plans	That BRC follow up with Northern Interests to provide a quarterly report to Elliott LA as per OC 107/22	BRC	closed	as per 11AUG22 request
	Street Sweeper	That the AM confirm a date when the street sweeper will next be in Elliott	Area Manager	closed	confirmed date 19/06/2023 to the 21/06/2023
7.6	Skip Bins quote	require updated skip bin quotes	Area Manager	Ongoing	updated quotes now received and presented to the LA 22JUN23
	Accommodation Plans	That Northern Interests present at the next LA meeting to provide an update on work to be carried out and timeframes as per BRC OC 107/22	BRC Mayor/CEO	Ongoing	request a POC from Northern Interest attend the next Elliott LA 04MAY23
	LA event funding	That the Elliott LA reimburse Elliott & NCW Sport & Rec Assoc \$1000 for the 2022 Anzac memorial service and \$1000 be donated for the 2023 service.	BRC - Dir Ops/CFO	completed	transfer requested 05MAY23
	Cemetery Chapel	That the AM obtain designs and quotes for chapel and BRC contribution	Dir of Infrastructure	ongoing	obtain Quotes for design and construction. business case should be prepared and any grant funding opportunities to be explored by the BRC Grants Officer. Currently no Dir Infrastructure employed by BRC.
3.1	Actions arising from previous minutes	Chair to send Darren Lovett a consolidated list of outstanding actions not yet addressed	LA Chair	completed	
	Elliott town plan	Request a copy of the DIPL town plan to include land tenure be presented at the next LA meeting 04MAY23	Dir Corp Serv	completed	town plan and land tenure mapping sent to LA Chair 12APR23, tenure of lot 141 to be established
	Elliott water park servicing and upgrades	awaiting a quote from contractor	Area Manager	Ongoing	forwarded original contractors contact details to Dexter Barnes
	Street light audit	conduct street light audit, coordinate with Back Bone ref grant funding for upgrades	Area Manager	completed	included in the Elliott LA Agenda for 04MAY23 LA meeting, reported through to Power and Water [e-mail from DIPL 05MAY23]
7.3	forklift quote	this item requires a quote, as the quote presented at the LA was out of date	Area Manager	Ongoing	Not sure not in the May minutes??
	Elliott park bubbler	repair or replace the town park water bubbler	Area Manager	completed	installation of new water bubbler completed 11APR23
	Animal management plan (vet visit)	LA requests information on when the next vet visit will be and what service will be included	Dir Comm Dev	completed	15-17 May 2023 - flyer sent to Area Manager containing all information requested
7.2	Liquor Permits	follow up required by NTG representatives	NTG/Mayor	completed	NTG presented at LA meeting 04MAY23

## **FINANCE**

---

**ITEM NUMBER** 5.1  
**TITLE** Elliott Local Authority Finance report JUN23  
**REFERENCE** 408416  
**AUTHOR** Darren Lovett, Special Projects Manager

### **RECOMMENDATION**

**That the Authority receive and note the Elliott Local Authority Finance report for JUN23**

### **SUMMARY:**

This report now indicates payment to the Elliott Sport & Recreation Association for previous events.

### **ATTACHMENTS:**

- 1 [↓](#) Elliott LA Finance Report.pdf
- 2 [↓](#) E26R-PAYSUM-230512145141 (1).pdf

DefnSheetName=_defntmp_		
<b>Income &amp; Expenditure Report</b>		
<b>Barkly Regional Council</b>		
<b>From 01/07/2022 to 30/04/2023</b>		
<b>Program Description</b>		<b>YTD Actual</b>
<b>300 - Elliott</b>		
<b>Program: LA - Local Authority</b>		
<b>Income</b>		
60000	Opening Unexpended Grants Balance (2021/2022)	\$ 148,619.00
64220	NT Operational Grants - Special Purpose	\$ -
<b>Total Income</b>		<b>\$148,619.00</b>
<b>Expenditure</b>		
73703	Plant and Vehicle - Parts	\$ 5,428.50
73156	Contract Fees - Eletrical	\$ -
72243	Councillors - Catering	\$ -
73154	Contract Fees - Catering	\$ -
73162	Contract Fees - Repairs and Maintenance	\$ -
73602	Materials Expenses - Food	\$ -
73605	Materials Expenses - Minor Equipment	\$ -
73800	Postage, Freight, Courier	\$ -
73550	Legal Fees and Charges	\$ 650.00
73320	Donate and Sponsorship	\$ 2,000.00
<b>Total Expenditure</b>		<b>\$ 8,078.50</b>
<b>Total Available Funding</b>		<b>\$ 140,540.50</b>



## Payment Summary Report

May 12, 2023

### Payment Header Details

Division ID	3715247-1	Debit Account Name	Operating Acc
Division Name	Barkly Regional Council	Debit Account Number	015889-405913019
Payment ID	20446653301	Payment Name	E&NCW S&R Associ
Value Date	May 12, 2023	Payment Reference	ResolutionELA 4/23
Total Payment Amount	AUD 1,000.00	Payment Type	Domestic Payment-DE
Payment Status	Pending Approval	DE User ID	501724
		Item Count	1

#	Beneficiary Name	Account Number	CCY	Payment Amount	Lodgement Reference	Trace Account	Status
1	E&NCW S&R ASSOCIATION	035307-159024	AUD	1,000.00	ResolutionELA 4/23	015889-405913019	Pending Approval

Report Total Item Count 1

\*\*End of Report\*\*

This report is computer generated and does not require a signature. This report is to be read in conjunction with your bank statement.

Report generated by NEUPSBAR on May 12, 2023 @ 14:51:39

Page 1 of 1

Australia and New Zealand Banking Group Limited ABN 11 005 357 522

**AREA MANAGERS REPORT**

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<b>ITEM NUMBER</b>	6.1
<b>TITLE</b>	Elliott Area Managers Report JUN 2023
<b>REFERENCE</b>	381787
<b>AUTHOR</b>	Darren Lovett, Special Projects Manager

**RECOMMENDATION**

**That the Authority receive and note the Elliott Area managers' report for JUN 23**

**SUMMARY:**

This report provides the Elliott Local Authority with an opportunity to review council operations that have occurred in this community since the last LA meeting conducted on 04MAY23

**Fleet Management**

- All Depot vehicles are registered and are up to date with their services.
- All ride on mowers are working.
- Two incident reports were filed over the reporting period, backhoe had the glass door smashed while parked in the depot yard and the rubbish trucks air filter was damaged while doing a rubbish run.

**BRC services**

- Municipal services are now on top off the grass cutting in the community with all mowers functioning well.
- Nature strip, football oval, park and around town are looking presentable.
- Rubbish run is getting done.
- Water drip feeders are being fixed or replaced where need be.

**Infrastructure**

- Dangerous over hanging trees have been cleared from the Council Office, Sports & Rec and the Safe House.
- Waterpark issues are being addressed by Dexter Barnes

**BRC personnel**

- One municipal position which is being advertised with a closing date of 22 June
- Community Safety have completed interviews on the 13<sup>th</sup> of June for the two vacant positions.

**Action Items List**

Updated and current

**Community visits**

Centrelink Remote Team, John McNew – Trainer for Age Care, GK Builders, Tamboran NRL Team the Dolphins, Territory Tree masters, John Bateup NEMA have all visited the community over this reporting period.

**ATTACHMENTS:**

There are no attachments for this report.

## GENERAL BUSINESS

---

ITEM NUMBER	7.1
TITLE	Quote for Elliott sport and recreation equipment
REFERENCE	381786
AUTHOR	Darren Lovett, Special Projects Manager

### RECOMMENDATION

**That the Authority consider a request for funding of sporting equipment for the Elliott Newcastle Waters Sport & Rec Association**

### SUMMARY:

Elliott Newcastle Waters Sport & Rec Association requests support and funding from the Elliott Local Authority for the procurement of the following sporting equipment

- 2 x Countdown Timers from 'Hart Sport'
- 1 x Fountain Club-line Marker from Hart Sport
- 2 x 10l Fountain Ultra Liquid white

### ATTACHMENTS:

- 1 [↓](#) Sirens and Horns quote.pdf
- 2 [↓](#) HART sport quote.pdf



Date	QUOTE
20/04/2021	20117

Name / Address
AFL Northern Territory Att Wayne Green 0448 896 216 PO Box 43196 Casuarina, NT, 0811

**Sirens & Horns Pty Ltd**  
**Po Box 79 Moggill Qld 4070**  
**sales@sirens.com.au**  
**www.sirens.com.au**

Description	Qty	Rate	Tax	TAX Amt	Total	
4100E Series 2 Electronic Siren - Twin note Trumpet Sound AFL Siren Continuous 122db@1m 240Vac Electronic Siren IP67 control box IP65 wide cone speaker	1	599.00	GST	59.90	599.00	
Freight including transit insurance to 0860. Tennant Creek	1	90.00	GST	9.00	90.00	
Installation Sirens come ready to be installed by an Electrician. The speaker cable can be extended by your Electrician if required up to 20m with no discernable loss in sound output. It is a simple process for an Electrician to put a lead and plug on it or they can hard wire them in depending on your requirements. As soon as they put power to the siren it will sound.  The installation Electrician supplies and arranges the control gear to suit application such as push buttons, timers etc.						
For all your siren and industrial air horn requirements PH 0413961447 or 1300 366 037 email sales@sirens.com.au		Subtotal				\$689.00
		Tax				\$68.90
		Total				\$757.90



Quote for:

Barkly Regional Shire Council  
PO Box 821  
TENNANT CREEK 0860

info@hartsport.com.au

Phone: 1300 764 719

605 Zillmere Road, Aspley QLD 4034

ABN: 21 602 283 659

Delivery to:

Barkly Shire Council  
CDEP  
58 Peko Road  
TENNANT CREEK 0861

**QUOTE****No. 10182823**

Quote Date: 23 MAY 23

Customer No. 50876

Reference: BOB BAGNALL

Valid to: 22 JUN 23

CODE	PRODUCT NAME	QTY	UNIT	UNIT PRICE	TOTAL
42-516	Fountain Clubline Linemarker Pneumatic Tyres	1	EA	1,749.00	1,749.00
	Bulky freight for item 42-516 via Courier				216.90
46-205	HART Countdown Timer	1	EA	39.00	39.00
	Freight & Handling				13.90

PRICES INCLUDE GST

If you would like to proceed, email info@hartsport.com.au  
and remember to mention **Quote # 10182823**

<b>TOTAL (ex gst)</b>	<b>\$1,835.27</b>
<b>GST</b>	<b>\$183.53</b>
<b>TOTAL (inc gst)</b>	<b>\$2,018.80</b>

Page 1 of 1

**GENERAL BUSINESS**

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**ITEM NUMBER** 7.2  
**TITLE** Quote - works equipment  
**REFERENCE** 381793  
**AUTHOR** Darren Lovett, Special Projects Manager

**RECOMMENDATION**

**That the Authority receive and discuss the quotes attached for the procurement of works equipment for the Elliott BRC works team**

**SUMMARY:**

A gap in the capability of the BRC works and municipal team has been identified. The gap in capability is in the form of small utility vehicle to utilised by the BRC works team to conduct more efficient municipal services in the community.

**ATTACHMENTS:**

- [1↓](#) NT Motorcycle - Quote 1.pdf
- [2↓](#) R\_M Motorcycle - Quote 2.pdf
- [3↓](#) Ranger Diesel - quote 3.pdf

PHONE: 08 8939 0390

FAX: 08 8939 0300

ABN 93 195 238 797

637 STUART HIGHWAY

BERRIMAH, NT 0828



ACN 131 577 001

[www.ntmotorcyclecentre.com.au](http://www.ntmotorcyclecentre.com.au)

SERVICE FAX: 08 89390303

SPARES FAX: 08 8939 0311

LMVD 385

PO Box 36834

WINNELLIE NT 0821

Date: 04/05/2023

Barkly Regional Council  
41 Peko Road  
Tennant Creek  
NT 0860

Hi Christopher,

Please find below quotation for your consideration.

**1 x MY23 Polaris Ranger Diesel HD EPS ADC**

List Price \$ 31,995.00

**Genuine Accessories**

Poly Roof	\$750.00
Winch	\$1,350.00
Tow hitch	\$140.00
Doors	\$3,160.00
Reverse warning beeper	\$140.00
Fitting	\$780.00

Genuine accessories promo **\$-2,000.00**

200 Litre REELSTRIKE sport sprayer with 12 volt 7.5 L/min  
100 psi pump, pump cover, steel frame, pressure regulator  
& gauge, hose reel with 30m of 10mm spray hose, AHG110  
Powerjet spray gun

\$2,562.00

**Total ride away price \$38,877.00 inc GST.**

Jazmin Larfield

**Finance, Insurance, Sales**

NT Motorcycle Centre PTY LTD | Phone 08 8939 0390 | Mobile 0429 391 409

PO Box 36834, Winnellie NT 0821 | [j.larfield@ntmc.com.au](mailto:j.larfield@ntmc.com.au) | [www.ntmotorcyclecentre.com.au](http://www.ntmotorcyclecentre.com.au)

# R&M MOTORCYCLES

ABN 26 885 161 220  
ADRENALS PTY LTD T/AS ACN: 600 354 881  
SPECIALISING IN HONDA, POLARIS

6 APRIL 2023

To: Barkly Shire Council  
Attn:  
Email: [Annette.kingston@barkly.nt.gov.au](mailto:Annette.kingston@barkly.nt.gov.au)

Dear Annette

Thank you for considering R&M Motorcycles in regards to the quotation for the following items. Please select the blue link to view more information on the vehicles including carrying capacities.

**[Polaris Ranger Diesel 1000 HD](#)** **\$ 31,995**

**Plus choose \$2,000 FREE accessories valid until 30/06/2023**

**Add suggested accessories:**

Roof	\$ 750
Tow ball & hitch - rear	\$ 110
Registration kit? Rear mirror, flashing light	\$ 400
Seat covers	\$ 420
Front hood rack	\$ 750
200l Reelstrike Spotsprayer	\$ 3,610

**Total with accessories & buggy** **\$36,035**

Or other accessories of your choice



**Prices include GST and fitting of accessories to the vehicle.**

Please give me a call if I can be any more help, or if I can supply you with brochures or more information.

Kind Regards  
Samantha Hohn  
Manager

PO BOX 1210  
Katherine, NT 0851  
Ph: 08 89722693 Fax: 08 89722866  
Email: [rmmotorcycles@bigpond.com](mailto:rmmotorcycles@bigpond.com)



## Elders Rural Services Australia Limited

1 Smith Street  
PO BOX 2131, ALICE SPRINGS NT 0870

Telephone: 08 8958 8800

Facsimile: 08 8958 8888

Website: [www.elders.com.au](http://www.elders.com.au)

## Farm Supplies Quotation

Client Name: BARKLY REGIONAL COUNCIL

Date: 23/05/2023

Address: Attn: Annette

Quote No: JMH-284

Email: [annettee.kingston@barkly.nt.gov.au](mailto:annettee.kingston@barkly.nt.gov.au)

QTY	Description	P/Unit \$ ex GST	GST	Total
1	2023 RANGER DIESEL HD EPS ADC SAGE GREEN	\$ 29,086.36	\$ 2,908.64	\$ 31,995.00
	Model #: R23RRED4DA			
1	POLY SPORT ROOF (2882911)	\$ 681.82	\$ 68.18	\$ 750.00
1	FRONT POLY HALF DOORS (2882559)	\$ 2,872.73	\$ 287.27	\$ 3,160.00
1	TOW HITCH (28755320)	\$ 72.73	\$ 7.27	\$ 80.00
1	TOW BALL 50MM (TB501)	\$ 45.45	\$ 4.55	\$ 50.00
	<b>WINDSCREEN OPTIONS</b>			
1	POLY WINDSCREEN (2883300)	\$ 881.82	\$ 88.18	\$ 970.00
1	GLASS FIXED WINDSHIELD	\$ 1,200.00	\$ 120.00	\$ 1,320.00
1	\$750 Free Accessories	-\$ 681.82	-\$ 68.18	-\$ 750.00
1	200L Reel Strike 12v Sprayer with Reel	\$ 2,510.91	\$ 251.09	\$ 2,762.00
1	300L OnDeck™ UTV Sprayer (12v Pump)	\$ 3,272.73	\$ 327.27	\$ 3,600.00
	All pricing ex Elders Alice Springs			
<b>Freight has been included above</b>		Total Exc GST		\$39,942.73
		Total GST	\$3,994.27	
		<b>Total \$ Inc. GST</b>		<b>\$43,937.00</b>

Quote valid for 30 days

For Elders:

Direct Phone: 08 8958 8807

Mobile: 0436 377 185

Email: [justin.hauff@elders.com.au](mailto:justin.hauff@elders.com.au)

This is a proposal, not a contract and is for materials listed. All materials to be charged for on the quantity actually supplied at prices ruling at time of delivery. This list has been prepared as a service, but no responsibility can be accepted for any omissions, unders or overs. These will be charged for as extra or deducted as the case may be.

Elders Rural Services Australia Limited - Registered Office 80 Grenfell Street, Adelaide SA 5000 ABN 72 004 045 121

## **GENERAL BUSINESS**

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**ITEM NUMBER** 7.3  
**TITLE** Skip Bins Quote  
**REFERENCE** 381797  
**AUTHOR** Darren Lovett, Special Projects Manager


### **RECOMMENDATION**

**That the Authority receive and discuss the procurement of skip bins for the Elliott community**

### **SUMMARY:**

The procurement of skip bins for the community of Elliott would greatly enhance the cleanliness of the community and allow more efficient use of equipment and manpower of the BRC municipal works team.

### **ATTACHMENTS:**

1  Skip Bins - quote-00071268.pdf

BRINGING TOGETHER THE  
BEST IN WASTE EQUIPMENT**QUOTATION 00071268**

Date: 18/05/2023  
 Account Manager: Carrie McFarlane  
 Direct Phone: 0424 646 281

**Quote To:** Barkly Regional Council  
 Attention: Annette  
 PO Box 821  
 Tennant Creek NT 0861  
 Australia

**Deliver To:** \*\*\* CLIENT TO PICKUP \*\*\*  
 Barkly Regional Council  
 41 Peko Road  
 Tennant Creek NT 0860  
 Australia  
 Attention: Annette  
 Phone: 08 8969 3907

Qty	Description	Unit Price	Net Amount
3	<b>FB40 Fork Lift Bin</b> manufactured with 4mm floor, 3mm walls, 5mm full length forklift pads, stacking plates and drain holes, primed and painted finish  Dimensions (mm): W2520 x D1220 x H1280	\$2,230.00	\$6,690.00
-	<b>Ex-works, Coopers Plains, QLD</b> Quotation is valid for 14 days	-	-

**Payment Terms:** Deposit of \$3,680.00 with balance paid prior to delivery

**Sub Total** \$6,690.00

**GST** \$669.00

**Total Inclusive** \$7,359.00

**Bank Details for EFT Payments**

NAME: TORO Waste Equipment Aust Pty Ltd  
 BSB: 062000  
 ACC NO: 16033217

*Please send remittance to [AccountsReceivable@toroeq.com.au](mailto:AccountsReceivable@toroeq.com.au)*

**Accept Quote**

Thank you for the opportunity to forward our quotation. If you wish to proceed and place an order, please sign, date and email back to us at [carrie.mcfarlane@tweq.com.au](mailto:carrie.mcfarlane@tweq.com.au). By accepting this quote you agree to our terms and conditions of trade attached.

Signature \_\_\_\_\_ Date \_\_\_\_\_ Purchase Order Ref. \_\_\_\_\_

**To accept this Quote, please sign and email to [carrie.mcfarlane@tweq.com.au](mailto:carrie.mcfarlane@tweq.com.au) with remittance for deposit of \$3,680.00**

**TORO Waste Equipment (Aust) Pty Ltd** ABN 96 603 658 868

Postal - PO Box 132, Enfield NSW 2136  
 NSW (Head Office) - 299 Parramatta Rd, Auburn NSW 2144  
 QLD - 51 Musgrave Rd, Coopers Plains QLD 4108  
 VIC - 49 Malcolm Rd, Braeside VIC 3195

Ph: 1300 556 570 Fax: 02 9475 0257  
[www.toroeq.com.au](http://www.toroeq.com.au)

Australian Distributor for



Proudly Supporting



Membership



## Toro Waste Equipment (Aust) Pty Ltd, A.C.N. 603 658 868 - Terms &amp; Conditions of Trade

These Terms & Conditions of Trade ("Terms") apply (unless otherwise previously agreed in writing) to the supply of goods and/or equipment ("Goods") by Toro to the Customer from time to time. Any supply of Goods by Toro to the Customer made after the date of acceptance of these Terms is a supply pursuant to the supply agreement constituted by these Terms and the relevant order accepted by Toro and any such supply does not give rise to a new or separate agreement.	<b>7. Title</b> 7.1 Toro and the Customer agree that ownership of the Goods shall not pass until: (a) the Customer has paid Toro all amounts owing for the particular Goods; and (b) the Customer has met all other obligations (monetary or otherwise) due by the Customer to Toro in respect of all contracts, debts or undertakings between the Toro and the Customer. 7.2 Receipt by Toro of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised and until then, Toro's ownership or rights in respect of the Goods shall continue. 7.3 It is further agreed that: (a) where practicable the Goods shall be kept separate and identifiable until Toro shall have received payment and all other obligations of the Customer are met; and (b) until such time as ownership of the Goods shall pass from Toro to the Customer, Toro may give notice in writing to the Customer to return the Goods or any of them to Toro. Upon such notice, the rights of the Customer to obtain ownership or any other interest in the Goods shall cease; and (c) Toro shall have the right of stopping the Goods in transit whether or not delivery has been made; and (d) if the Customer fails to return the Goods to Toro then Toro or Toro's agent may (as the invitee of the Customer) enter upon and into land and premises owned, occupied or used by the Customer, or any premises where the Goods are situated and take possession of the Goods; and (e) the Customer is only a bailee of the Goods and until such time as Toro has received payment in full for the Goods then the Customer shall hold any Proceeds from the sale or disposal of the Goods, up to and including the amount the Customer owes to Toro for the Goods, on trust for Toro; and (f) the Customer shall not deal with the Proceeds of Toro in any way which may be adverse to Toro; and (g) the Customer shall not charge the Goods in any way nor grant nor otherwise give any interest in the Goods while they remain the property of Toro; and (h) the Toro can issue proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods may not have passed to the Customer; and (i) until such time that ownership of the Goods passes to the Customer, if the Goods are converted into other products, the parties agree that Toro will retain a security interest in the subject end products. 7.4 Separately, the Customer hereby charges all its right, title and interest to and in the Proceeds arising from the Goods as originally collateral, or any of it, in favour of Toro. 7.5 The Customer shall not sub-hire the Goods or Equipment to a third party.	<b>12. On Sale</b> 12.1 The Customer agrees that upon the on-sale of any Goods to third parties, it will: 12.1.1 inform any third party involved of these Terms; 12.1.2 inform any third party of Toro's product warranties, if any; and 12.1.3 not make any misrepresentations to third parties about the Goods
<b>1. Definitions</b> 1.1 "Toro" shall mean Toro Waste Equipment (Aust) Pty Ltd A.C.N 603 658 868, its successors and assigns or any person acting on behalf of and with the authority of Toro Waste Equipment (Aust) Pty Ltd. 1.2 "Customer" shall mean the Customer (or any person acting on behalf of and with the authority of the Customer) as described, on any quotation, work authorisation or other form as provided by Toro to the Customer, this includes the Customer named in any Application for Commercial Credit provided to Toro by the Customer. 1.3 "Guarantor" means that person (or persons) who agree to be liable for the debts of the Customer on a principal debtor basis. 1.4 "Equipment" shall mean all Equipment including any accessories supplied on hire by Toro to the Customer (and where the context so permits shall include any supply of services) and a reference to the Goods in these Terms shall include a reference to the Equipment. The Equipment shall be as described on the invoices, quotation, authority to hire, or any other work authorisation form provided by Toro to the Customer. Any reference to Collateral in these Terms shall also include a reference to the Equipment. 1.5 "Goods" shall mean all Goods supplied by Toro to the Customer (and where the context so permits shall include any supply of Services as hereinafter defined) and are as described on the invoices, quotation, work authorisation or any other forms as provided by Toro to the Customer. Any reference to Collateral in these Terms shall include a reference to the Goods. 1.6 "Services" shall mean all Services supplied by Toro to the Customer and includes any advice or recommendations (and where the context so permits shall include any supply of Goods as defined above). 1.7 "Price" shall mean the Price payable for the Goods as agreed between Toro and the Customer in accordance with clause of this contract. 1.8 "Terms" means these Terms & Conditions of Trade, and as amended from time to time. 1.9 "PPSA" means the Personal Property Securities Act 2009 (Cth) and as amended from time to time as well as any regulations made in relation to that Act. 1.10 "PPSR" means the Personal Property Securities Register established under the PPSA. 1.11 "Proceeds" has the meaning given to it under section 31 of the PPSA.	<b>13. Indemnity</b> 13.1 To the full extent permitted by law, the Customer will indemnify Toro and keep Toro indemnified from and against any liability and any loss or damage Toro may sustain, as a result of any breach, act or omission, arising directly or indirectly from or in connection with any breach of any of these Terms by the Customer or its representatives. <b>14. Default and Consequences of Default</b> 14.1 The Customer shall pay to Toro, interest on overdue invoices and such interest shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of 10% per annum. 14.2 In the event that the Customer's payment is dishonoured for any reason the Customer shall be liable for any dishonour fees incurred by Toro. 14.3 If the Customer defaults in payment of any invoice when due, the Customer shall be liable to Toro for all costs and disbursements incurred by Toro in pursuing the debt including legal costs on a solicitor and own client basis and the Toro's collection agency costs and Toro shall be entitled to claim these costs and disbursements from the Customer as a liquidated debt. 14.4 Without prejudice to any other remedies Toro may have, if at any time the Customer is in breach of any obligation (including those relating to payment) Toro may suspend or terminate the supply of Goods to the Customer and any of its other obligations under the Terms. Toro will not be liable to the Customer for any loss or damage the Customer suffers because Toro has exercised its rights under this clause. 14.5 If any account remains overdue after thirty (30) days then an amount of the greater of twenty dollars (\$20.00) or ten percent (10%) of the amount overdue (up to a maximum of two hundred dollars (\$200.00)) shall be levied for administration fees which sum shall become immediately due and payable. 14.6 Without prejudice to Toro's other remedies at law Toro shall be entitled to cancel all or any part of any order of the Customer which remains unfulfilled and all amounts owing to Toro shall, whether or not due for payment, become immediately payable in the event that: (a) any money payable to Toro becomes overdue; or (b) the Customer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.	<b>15. Cancellation</b> 15.1 Toro may cancel delivery of Goods at any time before the Goods are delivered by giving written notice to the Customer. On giving such notice Toro shall at its discretion repay to the Customer or set off against amounts owing to Toro by the Customer any sums paid in respect of the Price. Toro shall not be liable for any loss or damage whatsoever arising from such cancellation. 15.2 In the event that the Customer cancels delivery of Goods the Customer shall be liable for any loss incurred by Toro (including, but not limited to, any loss of profits) up to the time of cancellation. 15.3 Cancellation of orders for Goods made to the Customer's specifications or non-stocklist items will not be accepted, once production has commenced. <b>16. Privacy Act 1988 (Cth)</b> 16.1 The Customer agrees that Toro may collect, use and disclose personal information in accordance with the terms of its Privacy Policy and the Privacy Act 1988 (Cth). <b>17. Building and Construction Industry Security of Payment Act 1999 (NSW), as amended ("SOP Act")</b> 17.1 At Toro's sole discretion, if there are any disputes or claims for unpaid Goods and/or Services then the provisions of the Building and Construction Industry Security of Payment Act 1999, as amended, may apply. 17.2 Nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the SOP Act, except to the extent permitted by the SOP Act where applicable. <b>18. Equipment Hire</b> 18.1 The Equipment shall at all times remain the property of Toro and is returnable on demand by Toro. In the event that the Equipment is not returned to Toro in the condition in which it was delivered, Toro retains the right to charge the Price of repair or replacement of the Equipment. 18.2 The Customer shall; (a) keep the Equipment in their own possession and control and shall not assign the benefit of the Equipment nor be entitled to lien over the Equipment. (b) not alter or make any additions to the Equipment including but without limitation altering, make any additions to, defacing or erasing any identifying mark, plate or number on or in the Equipment or in any other manner interfere with the Equipment. (c) keep the Equipment, complete with all parts and accessories, clean and in good order as delivered, and shall comply with any maintenance schedule as advised by Toro to the Customer. 18.3 The Customer accepts full responsibility for the safekeeping of the Equipment and the Customer agrees to insure, or self insure, Toro's security interest in the Equipment and agrees to indemnify Toro against physical loss or damage including, but not limited to, the perils of accident, fire, theft and burglary and all other usual risks and will effect adequate Public Liability Insurance covering any loss, damage or injury to property or persons arising out of the use of the Equipment. Further the Customer will not use the Equipment nor permit it to be used in such a manner as would permit an insurer to decline any claim. <b>19. General</b> 19.1 If any provision of these Terms shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired. 19.2 If any provisions of these Terms are inconsistent with the PPSA, the PPSA shall prevail to the extent of that inconsistency. 19.3 These Terms and any contract to which they apply shall be governed by the laws of New South Wales and are subject to the jurisdiction of the courts of New South Wales. 19.4 In the event of any breach of this contract by Toro and to the extent permitted by law, the remedies of the Customer shall be limited to damages which under no circumstances shall exceed the Price of the Goods. 19.5 The Customer shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Customer by Toro nor to withhold payment of any invoice because part of that invoice is in dispute nor make any cross claim or cross demand seeking to be set off against the claim for monies by Toro. 19.6 Toro may license or sub-contract all or any part of its rights and obligations without the Customer's consent. 19.7 The Customer agrees that Toro may review these Terms at any time. If, following any such review, there is to be any change to these Terms, then that change will take effect from the date on which Toro notifies the Customer of such change and the Customer acknowledges that in the event it does not dispute in writing any amended term, the amended Terms shall be binding on the Customer from the date of such notification. Except where Toro supplies further Goods to the Customer and the Customer accepts such Goods, the Customer shall be under no obligation to accept such changes. 19.8 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party. 19.9 The failure by Toro to enforce any provision of these Terms shall not be treated as a waiver of that provision, nor shall it affect Toro's right to subsequently enforce that provision.
<b>2. The Commonwealth Competition and Consumer Act 2010 ("CCA") and Fair Trading Acts ("FTA")</b> 2.1 Nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the CCA or the FTA in relation to the States and Territories of Australia (including any substitute to those Acts or re-enactment thereof), except to the extent permitted by those Acts, where applicable. 2.1 Where the Customer buys Goods as a consumer as defined under the CCA, these Terms shall be subject to any laws or legislation governing the rights of consumers and these Terms shall not affect the consumer's statutory rights.	<b>8. Personal Property Securities Act 2009 ("PPSA")</b> 8.1 Defined terms in this clause have the same meaning as given to them in the PPSA. 8.1 Toro and the Customer acknowledge that these Terms constitute a Security Agreement and entitle Toro to claim: (a) a Purchase Money Security Interest ("PMSI") in favour of Toro over the Collateral supplied or to be supplied whether by sale or hire to the Customer as Grantor pursuant to these Terms; and (b) a security interest over the Proceeds arising from a dealing with the Collateral referred to in (a) as original collateral. 8.2 The Collateral supplied or to be supplied under these Terms fall within the PPSA classification of "Other Goods" acquired by the Customer pursuant to these Terms. 8.3 The Proceeds of the Collateral referred to in clauses 8.1 and 8.2 fall within the PPSA classification of "Account". 8.4 Toro and the Customer acknowledge that Toro, as Secured Party, is entitled to register its Security Interest in the Collateral supplied or to be supplied to the Customer pursuant to these Terms and in the relevant Proceeds. 8.5 To the extent permissible at law, the Customer: 8.5.1 waives its right to notice notification of or a copy of any Verification Statement confirming registration of a Financing Statement or a Financing Change Statement relating to a Security Interest granted by the Customer to Toro. 8.5.2 agrees to indemnify Toro on demand for all costs and expenses, including legal costs and expenses on a solicitor/client basis, associated with the 8.5.2.1 registration or amendment or discharge of any Financing Statement registered by or on behalf of Toro; and 8.5.2.2 enforcement or attempted enforcement of any Security Interest granted to Toro by the Customer; 8.5.3 agrees that nothing in sections 130 and 143 of the PPSA will apply to these Terms or the Security under these Terms; 8.5.4 agrees to waive its right to do any of the following under the PPSA: 8.5.4.1 receive notice of removal of an Accession under section 95; 8.5.4.2 receive notice of an intention to seize Collateral under section 123; 8.5.4.3 object to the purchase of the Collateral by the Secured Party under section 129; 8.5.4.4 receive notice of disposal of Collateral under section 130; 8.5.4.5 receive a Statement of Account if there is no disposal under section 132(4); 8.5.4.6 receive a Statement of Account under section 132(3)(d) following a disposal showing the amounts paid to other Secured Parties and whether Security Interests held by other Secured Parties have been discharged. 8.5.4.7 receive notice of retention of Collateral under section 135; 8.5.4.8 redeem the Collateral under section 142; and 8.5.4.9 reinstate the Security Agreement under section 143. 8.5.5 All payments received from the Customer must be applied in accordance with section 14(6)(c) of the PPSA.	
<b>3. Acceptance</b> 3.1 Any instructions received by Toro from the Customer for the supply of Goods and/or the Customer's acceptance of Goods supplied by the Toro shall constitute acceptance of the Terms. 3.2 Where more than one Customer has entered into this agreement, the Customers shall be jointly and severally liable for all payments of the Price. 3.3 Upon acceptance of these Terms by the Customer, the Terms are binding and can only be amended with the written consent of Toro. 3.4 The Customer shall give Toro not less than fourteen (14) days prior written notice of any proposed change of ownership of the Customer or any person acting on behalf of and with the authority of the Customer or any other change in the Customer's details (including but not limited to, changes in the Customer's address, facsimile number, or business practice). The Customer shall be liable for any loss incurred by Toro as a result of the Customer's failure to comply with this clause. 3.5 Goods are supplied by Toro only on the Terms herein to the exclusion of anything to the contrary in the terms of the Customer's order or any other like document of the Customer notwithstanding that any such order is placed on terms that purport to override these Terms.	<b>9. Security and Charge</b> 9.1 Despite anything to the contrary contained herein or any other rights which the Toro may have however: (a) where the Customer is the owner of land, realty or any other asset capable of being charged, the Customer hereby mortgages and/or charges all of their joint and/or several right, title and interest in the said land, realty or any other asset to Toro or Toro's nominee to secure all amounts and other monetary obligations payable under these Terms. The Customer acknowledges and agrees that Toro (or Toro's nominee) shall be entitled to lodge, where appropriate, a caveat, which caveat shall be withdrawn once all payments and other monetary obligations payable hereunder have been met. (b) should Toro elect to proceed in any manner in accordance with this clause and/or its sub-clauses, the Customer shall indemnify Toro from and against all Toro's costs and disbursements including legal costs on a solicitor and own client basis. (c) the Customer agrees to irrevocably nominate constitute and appoint Toro or Toro's nominee as the true and lawful attorney to perform all necessary acts to give effect to the provisions of this clause. <b>10. Defects</b> 10.1 Toro's liability is limited, to the extent permissible by law and at Toro's option to; 1.1.1 in relation to the Goods: i. the replacement of the products or the supply of equivalent products ii. the repair of the products iii. the payment of the cost of replacing the products or of acquiring equivalent products; or iv. the payment of the cost of having the products repaired 1.1.2 Where the Goods are Services: i. the supply of the Service again; or ii. the payment of the cost of having the Services supplied again. 10.2 Any claims to be made against Toro for short delivery of Goods must be lodged with Toro in writing within 7 days of the delivery date. 10.3 To the extent permitted at law, all other warranties whether implied or otherwise, not set out in these Terms are excluded and Toro is not liable in contract, tort (including, without limitation, negligence or breach of statutory duty) or otherwise to compensate the Customer for: 10.3.1 any increased costs or expenses; 10.3.2 any loss of profit, revenue, business, contracts or anticipated savings; 10.3.3 any loss or expense resulting from a claim by a third party; or 10.3.4 any special, indirect or consequential loss or damage of any nature whatsoever caused by Toro's failure to complete or delay in completing the order to deliver the Goods. 10.4 The Goods will not be accepted for return other than by prior agreement in writing with Toro and Any Goods returned may be subject to a restocking charge.	
<b>4. Price and Payment</b> 4.1 At Toro's sole discretion the Price shall be either: (a) as indicated on invoices provided by the Toro to the Customer in respect of Goods supplied; or (b) Toro's quoted Price (subject to clause ) which shall be binding upon Toro provided that the Customer shall accept Toro's quotation in writing within thirty (30) days. 4.2 Toro reserves the right to change the Price in the event of a variation to Toro's quotation. Any variation from the plan of scheduled works or specifications (including, but not limited to, any variation as a result of increases to Toro in the cost of materials and labour) will be charged for on the basis of Toro's quotation and will be shown as variations on the invoice. Payment for all variations must be made in full at their time of completion. 4.3 Toro may submit detailed progress payment claims in accordance with Toro's specified payment schedule. Such payment claims may include the reasonable value of authorised variations and the value of any materials delivered to the Customer's site or as directed by the Customer, but not yet installed. 4.4 At Toro's sole discretion a non-refundable deposit may be required. 4.5 At Toro's sole discretion and direction: (a) payment shall be due on delivery of the Goods; or (b) payment shall be due before delivery of the Goods; or (c) payment for approved Customers shall be made by instalments in accordance with Toro's payment schedule; or (d) payment for approved credit account Customers shall be due fifteen (15) days following the end of the month in which a statement is issued to the Customer. 4.6 Time for payment for the Goods shall be of the essence and will be stated on the invoice or any other forms. If no time is stated, then payment shall be due seven (7) days following the date of the invoice. 4.7 Payment will be made by cash, or by cheque, or by bank cheque, or by credit card (plus a surcharge of up to two percent (2%) of the Price), or by direct credit, or by any other method as agreed to between the Customer and Toro. 4.8 GST and other taxes and duties that may be applicable shall be added to the Price except when they are expressly included in the Price.	<b>11. Intellectual Property</b> 11.1 Where the Toro has designed, drawn or written Goods for the Customer, then the copyright in those designs and drawings and documents shall remain vested in the Toro, and shall only be used by the Customer at Toro's discretion. 11.2 The Customer warrants that all designs or instructions to Toro will not cause Toro to infringe any patent, registered design or trademark in the execution of the Customer's order and the Customer agrees to indemnify Toro against any action taken by a third party against Toro in respect of any such infringement. 11.3 The Customer agrees that Toro may use any documents, designs, drawings or Goods created by Toro for the purposes of advertising, marketing, or enter into any competition.	
<b>5. Delivery of Goods</b> 5.1 At Toro's sole discretion delivery of the Goods shall take place when: (a) the Customer takes possession of the Goods at Toro's address; or (b) the Customer takes possession of the Goods at the Customer's nominated address (in the event that the Goods are delivered by Toro or Toro's nominated carrier); or (c) the Customer's nominated carrier takes possession of the Goods in which event the carrier shall be deemed to be the Customer's agent. 5.2 At the Toro's sole discretion the costs of delivery are: (a) included in the Price; or (b) in addition to the Price; or (c) to be debited to the Customer's account. 5.3 The Customer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery. In the event that the Customer is unable to take delivery of the Goods as arranged then Toro shall be entitled to charge a reasonable fee for re-delivery. 5.4 Delivery of the Goods to a third party nominated by the Customer is deemed to be delivery to the Customer for the purposes of this agreement. 5.5 The failure of Toro to deliver shall not entitle either party to treat this agreement as repudiated. 5.6 The Toro shall not be liable for any loss or damage whatsoever due to failure by the Toro to deliver the Goods (or any of them) promptly, on any date specified by the Customer or at all, where due to circumstances beyond the control of the Toro.		
<b>6. Risk</b> 6.1 If Toro retains ownership of the Goods nonetheless, all risk for the Goods passes to the Customer on delivery. 6.2 If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Customer, Toro is entitled to receive all insurance proceeds payable for the Goods. The production of these Terms by Toro is sufficient evidence of Toro's rights to receive the insurance proceeds without the need for any person dealing with Toro to make further enquiries. 6.3 Where the Customer expressly requests Toro to leave Goods outside Toro's premises for collection or to deliver the Goods to an unattended location, then such Goods shall be left at the Customer's sole risk and it shall be the Customer's responsibility to ensure the Goods are insured adequately or at all, with such insurance to note Toro's interest in the Goods. 6.4 The Customer accepts full responsibility for and shall keep the Toro indemnified against all liability in respect of all actions, proceedings, claims, damages, costs and expenses in respect of any injury to persons or damage to property arising out of or in any way related to the use of the Goods whether or not arising from any negligence, failure or omission of the Customer or any other persons.		

**GENERAL BUSINESS**

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**ITEM NUMBER** 7.4  
**TITLE** Quote - replacement of shade sails  
**REFERENCE** 381799  
**AUTHOR** Darren Lovett, Special Projects Manager

**RECOMMENDATION**

**That the Authority receive and consider the attached quote for the replacement of shade sails**

**SUMMARY:**

The shade sails located in the Elliott recreation park have fallen into disrepair. The Elliott LA has requested quotes for the replacement of the sails to ensure community health and wellbeing.

**ATTACHMENTS:**

1  Qoute - 2 Sails Replacements.pdf



## QUOTATION

Barkly Regional Council

41 Peko Road  
Tennant Creek NT 0860

**Issue Date**

11/4/2023

**Quote Number**

5003

**Reference**

Emily Terte  
0439800809  
Elliott School

**Harvey Developments NT**

PO BOX 4465  
Alice Springs NT 0870

Tel: 08 8955 0579

**ABN**

33 142 861 612

Description	Quantity	Unit Price	Amount
Supply and install only x 2 Replacement sails			\$23,780.00
Materials	1	\$10,440.00	\$10,440.00
2x Replacement shade Sails which includes the following in the package: 90% Heavy Duty Shade cloth membrane with Heavy duty reinforcing.			
Labour to measure and install shade sail x 3 people	36	\$140.00	\$5,040.00
TRAVEL RATE from Tennant Creek to Elliott and back ( to measure)	510	\$3.50	\$1,785.00
TRAVEL RATE From Tennant Creek to Elliott and back to install the shade sail	510	\$3.50	\$1,785.00
Accommodation and food	1	\$3,465.00	\$3,465.00
Materials freight from interstate to Tennant Creek	1	\$495.00	\$495.00
Machine Hire for 2 days	2	\$385.00	\$770.00
Subtotal:			\$23,780.00
Total GST:			\$2,378.00
<b>Total:</b>			<b>\$26,158.00</b>

**Terms**

Quotation valid for 30 days from 11/4/2023

## **GENERAL BUSINESS**

---

**ITEM NUMBER** 7.5  
**TITLE** Quote - Skid Steer forks  
**REFERENCE** 383608  
**AUTHOR** Darren Lovett, Special Projects Manager

### **RECOMMENDATION**

**That the Authority receive and consider the attached quote for the procurement of skid steer forks**

### **SUMMARY:**

This machine attachment is required in conjunction with the procurement of skip bins for use within the community of Elliott and would greatly enhance the municipal works team efficiency.

### **ATTACHMENTS:**

1  Qoute - Skid Steer Forks.pdf

**Annette Kingston**

---

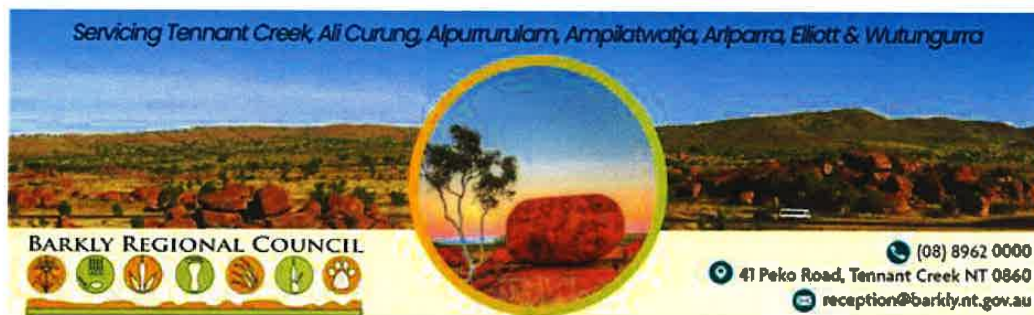
**From:** Christopher Neade  
**Sent:** Friday, 19 May 2023 11:50 AM  
**To:** Annette Kingston  
**Subject:** FW: Skid Steer Forks

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Annette

Here the quote for skid steer forks

Christopher Neade | Area Manager - Elliott  
Barkly Regional Council  
t: 08 8969 3900 | d: 08 8969 3902  
m: 0448 038 774  
e: christopher.neade@barkly.nt.gov.au  
w: www.barkly.nt.gov.au



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**From:** Gordon McAndrew <Gordon.McAndrew@rdo.com.au>  
**Sent:** Friday, 19 May 2023 11:44 AM  
**To:** Christopher Neade <christopher.neade@barkly.nt.gov.au>  
**Subject:** Skid Steer Forks

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When in doubt, contact your IT Department

Hi Chris,

The forks for your Skid steer would be

\$2198.00 + GST

I will be in Tenant next Tuesday morning I will give you a call to catch up.

Regards



**Gordon McAndrew**

*Sales Professional*

**M** 0428 210 726

**P** 08 8936 6830

**W** RDOequipment.com.au

22 McKenzie Place, Yarrowonga NT 830

**Facebook | Instagram | LinkedIn | Twitter**

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## **GENERAL BUSINESS**

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**ITEM NUMBER** 7.6  
**TITLE** Elliott Water Park update  
**REFERENCE** 389423  
**AUTHOR** Darren Lovett, Special Projects Manager

### **RECOMMENDATION**

**That the Authority receive and discuss an update to the Elliott Water Park**

### **SUMMARY:**

The Elliott Water Park was installed some time ago and has fallen into disrepair. Several investigations have been conducted to identify the issues with a view to conducting repairs.

### **ATTACHMENTS:**

1 [↓](#) Water Park - Update.pdf

**Annette Kingston**

---

**From:** Kerry O'Donnell <dexterbarnes@bigpond.com>  
**Sent:** Friday, 19 May 2023 1:55 PM  
**To:** Annette Kingston  
**Subject:** Water Park Elliott

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

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Good Afternoon Annette, apologies for not responding sooner.  
Aiden and Alan attended site and spoke with Jason from BRC Elliott.  
It appears the main dosing controller is not working.  
Do you know who did the installation at the Water Park?  
Kind Regards,  
Kerry O'Donnell.

**VISITOR PRESENTATIONS**

---

<b>ITEM NUMBER</b>	12.1
<b>TITLE</b>	Presentation by a DIPL representative
<b>REFERENCE</b>	381774
<b>AUTHOR</b>	Darren Lovett, Special Projects Manager


**RECOMMENDATION**

**That the Authority receive a presentation by DIPL focusing on the town camps in Elliott**

**SUMMARY:**

The Elliott LA and BRC has corresponded with DIPL to ensure the organisation responsible for the maintenance of the Elliott town camps are made aware of issues that have not been addressed in the camps for some time. DIPL have a member of the Town Camps and Futures Unit presenting to the Elliott LA to provide an update on issues arising in the town camps (fencing, overgrown vegetation).

**ATTACHMENTS:**

1  DIPL - request to present 22JUN23.pdf

**Darren Lovett**

---

**From:** Alexandros Karanikolas <Alexandros.Karanikolas@nt.gov.au>  
**Sent:** Tuesday, 6 June 2023 9:08 AM  
**To:** Darren Lovett  
**Cc:** Christopher Neade; Jody Nish; Lachlan Wilkins; Sally OCallaghan; Natalie Fraser; Soana Vaihu; Drina Jankovic; Russell Anderson  
**Subject:** RE: Elliot Town Camps LA meeting concerns Update  
  
**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

**CAUTION:** This is an external email, please take care when clicking links or opening attachments. When in doubt, contact your IT Department

Hi Darren,

We will have a team member attend this meeting on the 22 June 2023 to provide an update on Elliott.

Kind regards,

**Alex Karanikolas**

Director  
Town Camps Futures Unit  
Remote Housing Reform and Programs  
Department of Territory Families, Housing and Communities

Floor 2, RCG Centre, 47 Mitchell Street, Darwin  
GPO Box , Darwin NT 0801

t. 08 899 96320  
e. [Alexandros.Karanikolas@nt.gov.au](mailto:Alexandros.Karanikolas@nt.gov.au)  
w. [tfhc.nt.gov.au](http://tfhc.nt.gov.au)



I acknowledge Aboriginal people as the Traditional Owners of the country I work on, and their connection to land and community. I pay my respect to all Traditional Owners, and to the Elders both past and present.



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**From:** Darren Lovett <Darren.Lovett@barkly.nt.gov.au>  
**Sent:** Friday, 26 May 2023 11:17 AM  
**To:** Alexandros Karanikolas <Alexandros.Karanikolas@nt.gov.au>  
**Cc:** Christopher Neade <christopher.neade@barkly.nt.gov.au>; Jody Nish <Jody.Nish@barkly.nt.gov.au>; Lachlan

Wilkins <Lachlan.Wilkins@nt.gov.au>; Sally OCallaghan <Sally.OCallaghan@nt.gov.au>; Natalie Fraser <Natalie.Fraser@nt.gov.au>; Soana Vaihu <Soana.Vaihu@nt.gov.au>; Drina Jankovic <Drina.Jankovic@nt.gov.au>; Russell Anderson <russell.anderson@barkly.nt.gov.au>

**Subject:** RE: Elliot Town Camps LA meeting concerns Update

Alex – thank you kindly for the below response, this information will be vital to update the Elliott Local Authority. Are you, or a representative of your department amiable to attending the next Elliott Local Authority meeting (22JUN23 10:00am) to update the Local Authority in person?

I believe this would be very welcomed by the LA board members who represent this community.

Darren Lovett | Special Projects Manager  
Barkly Regional Council  
t: 08 8962 0000  
e: Darren.Lovett@barkly.nt.gov.au  
w: www.barkly.nt.gov.au



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**From:** Alexandros Karanikolas <Alexandros.Karanikolas@nt.gov.au>

**Sent:** Monday, 22 May 2023 1:33 PM

**To:** Darren Lovett <Darren.Lovett@barkly.nt.gov.au>

**Cc:** Christopher Neade <christopher.neade@barkly.nt.gov.au>; Jody Nish <Jody.Nish@barkly.nt.gov.au>; Lachlan Wilkins <Lachlan.Wilkins@nt.gov.au>; Sally OCallaghan <Sally.OCallaghan@nt.gov.au>; Natalie Fraser <Natalie.Fraser@nt.gov.au>; Soana Vaihu <Soana.Vaihu@nt.gov.au>; Drina Jankovic <Drina.Jankovic@nt.gov.au>; Russell Anderson <russell.anderson@barkly.nt.gov.au>

**Subject:** RE: Elliot Town Camps LA meeting concerns Update

**CAUTION:** This is an external email, please take care when clicking links or opening attachments. When in doubt, contact your IT Department

Hi Darren,

Since November 2022, the South and North camp subdivision concerns have been under review by the Department of Territory Families, Communities, and Housing (TFHC). With little funding, our service provider Aus Projects has

already worked on this report. We have received quotations for tree cutting and major drainage repair work, both of which TFHC has accepted. TFHC are looking at numerous quotes as we assess the fencing elements for the south and north camp RM program. We had been communicating with Raghavendra Upadhyaya, Director of Infrastructure for the Barkly Regional Council, up until this point. You've now notified us that he's moved on we will update all stakeholders accordingly. Subject to financial availability and schedule, we continue to engage with our service provider, Aus Projects on the current legacy issues as part of the Elliott Camp normalisation project.

If you require further clarifications please call direct to discuss.

Kind regards,

**Alex Karanikolas**

Director

Town Camps Futures Unit

Remote Housing Reform and Programs

Department of Territory Families, Housing and Communities

Floor 2, RCG Centre, 47 Mitchell Street, Darwin

GPO Box , Darwin NT 0801

t. 08 899 96320

e. [Alexandros.Karanikolas@nt.gov.au](mailto:Alexandros.Karanikolas@nt.gov.au)

w. [tfhc.nt.gov.au](http://tfhc.nt.gov.au)



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**From:** Darren Lovett <[Darren.Lovett@barkly.nt.gov.au](mailto:Darren.Lovett@barkly.nt.gov.au)>

**Sent:** Friday, 5 May 2023 1:11 PM

**To:** Alexandros Karanikolas <[Alexandros.Karanikolas@nt.gov.au](mailto:Alexandros.Karanikolas@nt.gov.au)>

**Cc:** Christopher Neade <[christopher.neade@barkly.nt.gov.au](mailto:christopher.neade@barkly.nt.gov.au)>; Jody Nish <[Jody.Nish@barkly.nt.gov.au](mailto:Jody.Nish@barkly.nt.gov.au)>; Lachlan Wilkins <[Lachlan.Wilkins@nt.gov.au](mailto:Lachlan.Wilkins@nt.gov.au)>

**Subject:** Elliot Town Camps

Alex – thanks for the chat on the phone, as requested please see below for items highlighted by the Elliott Local Authority during a recent meeting conducted in Elliott regarding the town camps.

**Fencing** - a complete audit is required for both Nth and Sth town camps as there are numerous locations that have fencing in disrepair or are non-existent

**Roads** – all internal camp roads require an audit as there are numerous potholes and cracks appearing. In some locations the bitumen is lifting.

**Town Camp Drainage** – all town camp drains are blocked, during the recent wet weather event this issue was dramatically highlighted.

**Street lights** – a recent street light audit was completed by the BRC Area Manager that highlighted three (3) street lights not functioning in these camps.

**Vegetation** – grass throughout the camps requires mowing/trimming. Most trees require substantial trimming or removal.

Darren Lovett | Special Projects Manager  
Barkly Regional Council  
t: 08 8962 0000  
e: [Darren.Lovett@barkly.nt.gov.au](mailto:Darren.Lovett@barkly.nt.gov.au)  
w: [www.barkly.nt.gov.au](http://www.barkly.nt.gov.au)



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## VISITOR PRESENTATIONS

---

**ITEM NUMBER** 12.2  
**TITLE** Elders Visting Program  
**REFERENCE** 381777  
**AUTHOR** Darren Lovett, Special Projects Manager

### RECOMMENDATION

**That the Authority receive a presentation from the Elders Visiting Program representative**

### SUMMARY:

Adrian McAdam represents the Elders Visiting Program, which is a program run by the NT Correctional Services.

### ATTACHMENTS:

1 [↓](#) Request to present Form Elliott LA - Elders visting program 22JUN23.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 Barkly Regional Council Local Authority,

I am requesting your permission to make a presentation to the Elliott Local Authority Council Meeting on 22<sup>nd</sup> June 2023

*Give the Local Authority Information about*

*Elders Visiting Program*

*Speaking points that BRC will insert into the Local Authority minutes as a record of your presentation/report*  
**History of the Elders Visiting Program**

The Northern Territory Elders Visiting Program was developed in partnership between the NT Department of Justice, Aboriginal and Torres Strait Islander Commission (ATSIC), Community Councils and Elders.

The EVP commenced in 2005 and operates in the throughout NT Correctional facilities both adult and youth.

The program recognizes that cultural contact with Aboriginal Elders can improve the reintegration prospects of Aboriginal offenders by maintaining links to community and culture while in prison.

### **Aims of the Elders Visiting Program**

To support the mental health and wellbeing of Aboriginal prisoners by maintaining links to community and culture while in prison; and to improve the reintegration prospects of Aboriginal prisoners by talking about behaviours that led to their incarceration and discussing their post release plans, obligations and expectations upon returning to community.

*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: Adrian McAdam

Organisation: Aboriginal Strategy and Coordination Unit NTCS

Contact details: 0889515628 / 0472655541

Signed 

Date: ...31/05/2023.....

Local Authority Chair to complete:

I approve/do not approve the request to make a presentation (cross out what doesn't apply)

Signed: .....

Date:.....

## VISITOR PRESENTATIONS

---

**ITEM NUMBER** 12.3  
**TITLE** BRADAAG - Aged Care  
**REFERENCE** 381779  
**AUTHOR** Darren Lovett, Special Projects Manager

### RECOMMENDATION

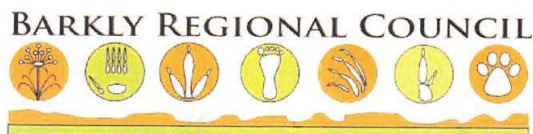
**That the Authority receive a presentation by a representative of BRADAAG (Aged Care)**

### SUMMARY:

BRADAAG is currently reviewing its methods of caring for our Aged population in the Barkly Region with a view to enacting a new model of care that will be individualised for each person.

### ATTACHMENTS:

1 [↓](#) Requet to present BRADAAG.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 Elliot Local Authority,

I am requesting your permission to make a presentation to the Elliot Local Authority on 01/06/23

*Give the Local Authority Information about*

The new model of care that is been developed for BRADAAG. This model of care will be individualised for each person is client centred and will focus on the overall well being of each person. This model is based on all programs within BRADAAG working as one to get the best outcomes for clients, their families and communities. We will also be wanting to consult the LA on this model of care to seek feedback to help in the design of the model of care.

*Speaking points that BRC will insert into the Local Authority minutes as a record of your presentation/report*  
 3 minutes about the new BRADAAG model of care  
 7 minutes consulting on feedback to help the design of the model of care

*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: Harry Morrison

Organisation: Sand Palm Consulting

Contact details: harrymorrison@sandpalmconsulting.com

Signed: [Signature]

Date: 12/05/2023

Local Authority Chair to complete:

I approve/~~do not approve~~ the request to make a presentation (cross out what doesn't apply)

Signed: [Signature]

Date: 15.5.2023