

BARKLY REGIONAL COUNCIL



AGENDA

Elliott LA Meeting

Thursday 10 August 2023

Barkly Regional Council's Elliott LA Meeting will be held
in {meeting-room-do-not-remove} on Thursday 10 August 2023 at 10:00 am.

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.

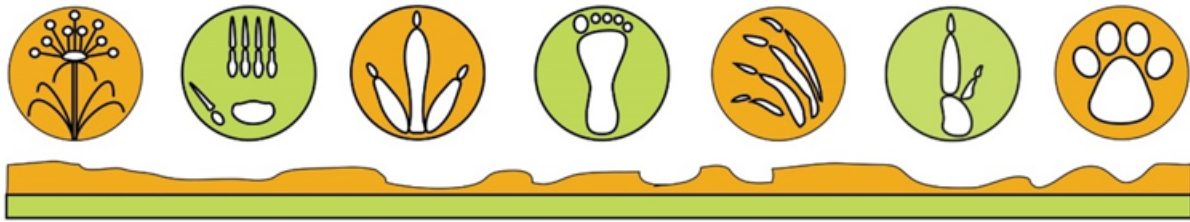
We want to empower local decision making.

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. 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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1 OPENING AND ATTENDANCE

- 1.1 Authority Members Present
- 1.2 Staff and Visitors Present
- 1.3 Apologies To Be Accepted
- 1.4 Absent Without Apologies
- 1.7 Review of Disclosure of Interest

2 CONFIRMATION OF PREVIOUS MINUTES

Confirmation of previous Minutes

2.1 Confirmation of previous meeting minutes

Reference

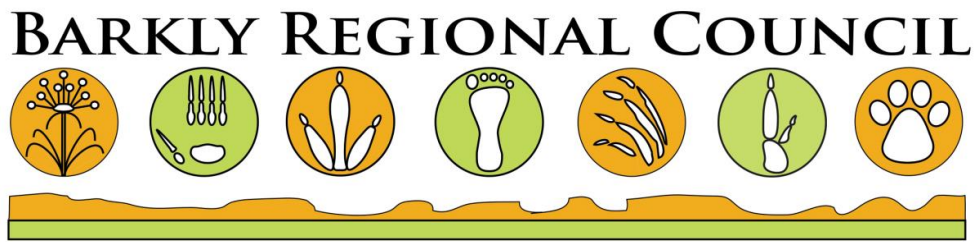
Author Darren Lovett (Director Operations – Remote Communities)

RECOMMENDATION

That the Local Authority receive and note the minutes of the previous LA meeting held 22JUN23

ATTACHMENTS:

- 1. ELA 22062023 MIN 921 [2.1.1 - 6 pages]



MINUTES ELLIOTT LOCAL AUTHORITY

The Elliott Local Authority of the Barkly Regional Council was 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.

Meeting commenced at 10:30 with Bob Bagnall as chair.

1. OPENING AND ATTENDANCE

1.1 Elected Members Present

- Bob Bagnall
- Jason Mullan
- Christopher Neade
- Kevin Gaskin
- Kevin Neade

1.2 Staff And Visitors Present

- Darren J Lovett (BRC)
- Tolga Hucent (Territory Families Housing and Communities).
- Rebecca Moore (CM&C)
- Jane O'Keefe (CM&C)
- Adrian McAdam (Elders Visiting Program – Dept of Justice)

1.3 Apologies To Be Accepted

- Jody Nish
- Mayor Jeffrey McLaughlin (Ex-Officio)

1.4 Absent Without Apologies

- Lora Jackson

1.5 Disclosure Of Interest

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

2. CONFIRMATION OF PREVIOUS MINUTES

2.1 CONFIRMATION OF PREVIOUS MINUTES

MOTION

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

RESOLVED

Moved: LA Member K Gaskin

Seconded: L A Member Jason Mullan

CARRIED UNAN.

Resolved ELA 8/23

3. ACTIONS FROM PREVIOUS MINUTES

3.1 ACTION ITEMS RESOLUTION TRACKER

MOTION

That the Authority receive and note the Elliott LA action items and resolution tracker & approve the removal of duplicate entries along with updates to the resolution tracker

RESOLVED

Moved: LA Member Kevin Neade

Seconded: LA Member K Gaskin

CARRIED UNAN.

Resolved ELA 9/23

4. FINANCE

5.1 ELLIOTT LOCAL AUTHORITY FINANCE REPORT JUN23

MOTION

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

- LA Chair request confirmation and a remittance advise be provided to the LA from BRC Finance regarding two (2) transfers to the Elliott Sport & Recreation Association

RESOLVED

Moved: L A Member Jason Mullan

Seconded: LA Christopher Neade

CARRIED UNAN.

Resolved ELA 10/23

5. AREA MANAGERS REPORT

6.1 ELLIOTT AREA MANAGERS REPORT JUN 2023

MOTION

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

RESOLVED

Moved: LA Christopher Neade

Seconded: L A Member Jason Mullan

CARRIED UNAN.

Resolved ELA 11/23

6. GENERAL BUSINESS

7.1 QUOTE FOR ELLIOTT SPORT AND RECREATION EQUIPMENT

MOTION

That the Authority consider a request for funding of sporting equipment to the value of \$3,276.70 for the Elliott Newcastle Waters Sport & Rec Association operated by BRC staff located in Elliott

RESOLVED

Moved: LA Member Kevin Neade

Seconded: L A Member Jason Mullan

CARRIED UNAN.

Resolved ELA 12/23

7.2 QUOTE - WORKS EQUIPMENT

MOTION

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

- The quotes received by the Elliott LA where for a make of machine that has not been approved to procure by Council.
- Elliott LA will present new quotes for different makes of machines for consideration.

RESOLVED

Moved: L A Member Jason Mullan

Seconded: LA Member Kevin Neade

CARRIED UNAN.

Resolved ELA 13/23

7.3 SKIP BINS QUOTE

MOTION

That the Authority receive quotes and approve funding to the value of \$7,359.00 for the procurement of skip bins for the Elliott community

RESOLVED

Moved: LA Member Kevin Neade

Seconded: L A Member Jason Mullan

CARRIED UNAN.

Resolved ELA 14/23

7.4 QUOTE - REPLACEMENT OF SHADE SAILS

MOTION

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

- Quote rejected by the LA
- BRC Area Manager to investigate any warranty periods with the original installer and report back to the LA

RESOLVED

Moved: L A Member Jason Mullan

Seconded: LA Member K Gaskin

CARRIED UNAN.

Resolved ELA 15/23

7.5 QUOTE - SKID STEER FORKS

MOTION

That the Authority receive and consider the attached quote and fund the procurement of skid steer forks to the value of \$2,198 + GST for use by BRC works team members in Elliott

RESOLVED

Moved: LA Christopher Neade

Seconded: LA Member Kevin Neade

CARRIED UNAN.

Resolved ELA 16/23

7.6 ELLIOTT WATER PARK UPDATE

MOTION

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

- The issues with the Elliott community water park still require further investigation by the Elliott LA and discussion on a way forward.
- This may require a complete redesign and update of the apparatus due to the age of the technical operating systems.

RESOLVED

Moved: LA Member Bob Bagnall

Seconded: LA Christopher Neade

CARRIED UNAN.

Resolved ELA 17/23

7.7 CONSULTATION WITH BRC CEO ON REGIONAL PLAN 23/24

MOTION

That the Authority approve the Elliott LA Chair to meet with the BRC CEO in Tennant Creek to discuss and provide feedback regarding the BRC Regional Plan 23/24

- Minor adjustments to the Elliott portion of the regional plan have been highlighted and been immediately actioned with the Regional Plan production consultant.

RESOLVED

Moved: LA Christopher Neade

Seconded: LA Member Kevin Neade

CARRIED UNAN.

Resolved ELA 18/23

7. THE REGIONAL COUNCIL'S PROPOSED REGIONAL PLAN

Requests to provide feedback to the BRC CEO by the ELA Chair received (as above in item 7.7, resolution number ELA 18/23)

8. VISITOR PRESENTATIONS

12.1 PRESENTATION BY A DIPL REPRESENTATIVE

RECOMMENDATION

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

- The repairs and maintenance program for the North and South Elliott town camps was presented to LA in order to inform the community of the DIPL program specific to Elliott.

12.2 ELDERS VISTING PROGRAM

RECOMMENDATION

That the Authority receive a presentation from the Elders Visiting Program representative (Adrian McAdam)

12.3 BRADAAG - AGED CARE
RECOMMENDATION That the Authority receive a presentation by a representative of BRADAAG (Aged Care) <ul style="list-style-type: none">• This presentation was cancelled by the representative due to short notice competing priorities.• No presentation was received by the Elliott LA

9. **OTHER BUSINESS**

Nil

10. **CLOSE OF MEETING**

Meeting Closed at 13:35

THIS PAGE AND THE PRECEEDING 5 PAGES ARE THE MINUTES OF THE Elliott Local Authority Meeting HELD ON Thursday, 22 June 2023 AND CONFIRMED Thursday, 6 July 2023.

Bob Bagnall
Chair

Russell Anderson
Acting Chief Executive Officer

3 ACTIONS FROM PREVIOUS MINUTES

Actions from previous Minutes

3.1 Elliott Local Authority Action items and resolutions tracker update AUG23

Reference

Author Darren Lovett (Director Operations – Remote Communities)

RECOMMENDATION

That Local Authority receive an update on all outstanding action items contained in the action items resolution tracker.

ATTACHMENTS:

Elliott LA action items & resolution tracker AUG23

4 CHIEF EXECUTIVE OFFICERS REPORTS

Nil

5 FINANCE REPORTS

Finance Reports

5.1 Elliott LA Finance report AUG23

Reference

Author Darren Lovett (Director Operations – Remote Communities)

RECOMMENDATION

That Local Authority receive and note the LA Finance report for AUG23.

ATTACHMENTS:

1. Elliott LA Finance Report - AU G 23 [5.1.1 - 1 page]

DefnSheetName=_defntmp_		
Income & Expenditure Report		
Barkly Regional Council		
From 01/07/2022 to 30/06/2023		
Program Description		YTD Actual
300 - Elliott		
Program: LA - Local Authority		
Income		
60000	Opening Unexpended Grants Balance (2021/2022)	\$ 148,619.00
64220	NT Operational Grants	\$ 50,900.00
Total Income		\$199,519.00
Expenditure		
73152	Contract Fees - Animal/Vet Services	\$ 6,324.33
73154	Contract Fees - Catering	\$ -
73162	Contract Fees - Repairs and Maintenance	\$ -
73320	Donate & Sponsorship	\$ 2,000.00
73550	Legal Fees and Charges	\$ 650.00
73602	Materials Expenses - Food	\$ -
73605	Materials Expenses - Minor Equipment	\$ -
73703	Plant and Vehicle - Parts	\$ 5,428.50
Total Expenditure		\$ 14,402.83
Commitments	Less: Commitments(Others)	\$ 62,833.70
Total Available Funding		\$ 122,282.47

6 AREA MANAGERS REPORTS

Area Managers Reports

6.1 BRC Area Manager - Elliott Operations report AUG23

Reference

Author Darren Lovett (Director Operations – Remote Communities)

RECOMMENDATION

That the Local Authority receive an update from the BRC Area manager on all BRC activities conducted in Elliott over the JUL23 period.

ATTACHMENTS:

1. Elliot Ops report 03AUG23 [6.1.1 - 1 page]

GENERAL BUSINESS



ITEM NUMBER 0.0
TITLE Operations Report
REFERENCE
AUTHOR

RECOMMENDATION

That the Elliott Local Authority acknowledge the operations report.

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 22JUN23

Fleet Management

- I would like to thank BRC for the new area manager's vehicle a twin cab Hilux and a new ride on mower for the depot.
- All BRC vehicles deployed to Elliott are registered and serviced as per their schedules.
- Backhoes new glass door has arrived, The BRC mechanic based in Tennant Creek has been scheduled to install it.
- The Elliott Works Supervisor vehicle has been taken to Tennant Creek to replace the clutch.
- The slasher is out of action, the deck has a broken wheel. The part has been ordered waiting on part to arrive.
- The new air filter for the rubbish truck has arrived and has been fitted

BRC services – All Municipal services are being delivered to an acceptable standard.

Infrastructure

- Waterpark is still out of action. A PO has been raised with Dexter Barnes to come up and do a quote to fix.
- A PO has been raised to repair the shade sails for the Water Park and Playground.
- Leases of lots 127 / 124 Crawford St and also lot 152 Aged Care ends at the end of August. The Community Development team has been made aware to ensure leases are maintained.

BRC personnel

- We had three applicants for the advertised municipal works officer position. Darren Bathern was the successful applicant.
- Municipal team had another resignation (Nathen Bates), the vacancy will advertised for this position ASAP

Action Items List – updated

Community visits

LA Builds

Middys- Darwin based company inspecting septic tanks in both Gurungu and Wilyugu for DIPL.

Centrelink Remote Team

Catholic Care – Financial Dept.

7 GENERAL BUSINESS

General Business

7.1 Kubota ATV quotes

Reference

Author Darren Lovett (Director Operations – Remote Communities)

RECOMMENDATION

That the Local Authority receive two (2) quotes for the procurement of a Kubota ATV for use by BRC municipal staff in Elliott.

Two (2) quotes are contained in the Agenda with a further quote to be presented at the meeting. This is in line with all procurement regulations. (3 x quotes).

That the LA make a decision on which quote they accept, commit LA funding to and subsequent procurement.

ATTACHMENTS:

1. Kubota ATV quotes 10 AU G 23 [7.1.1 - 12 pages]



admin@pumpandpower.com.au ABN 48 114 513 272
 www.pumpandpower.com.au 6 Whittaker Street
 Tel. 08 8952 5050 Alice Springs NT 0870
 PO box 2656
 Alice Springs NT 0871

CUSTOMER QUOTATION NO. 7670

Quote No: 7670
Site: 58 Peko Road, Tennant Creek
 0860
Valid Until: 20/08/2023

Barkly Regional Council
 58 Peko Road, Tennant Creek 0860

Description

Kubota RTV - X900W-H-AU

Supply of Kubota RTV-X900-H-AU 22hp Diesel ROPS Utility, including:

- 898cc Kubota Diesel Engine
- Electric Key shut-off
- Selectable 4WD
- Diff lock

Accessories included:

- Plastic Canopy
- Rear Vision Mirror
- Amber Flashing light
- Reverse Warning beeper
- Winch
- Tow Hitch

Fitted with:

- Silvan 200L Professional Truckpak Sprayer w/30m Eco Hose Reel and Spotjet Gun

RTV vehicles pre-delivered full of fuel ready for use.

Machines supplied from Pump and Power Alice Springs.

Please note:

RTV to be paid for in full before delivery.

Item	Quantity	Unit Price	Total
Kubota RTV - X900W-H-AU, including: Tow hitch, Plastic Canopy, Rear Vision Mirror, Amber flasher light, Reverse beeper and Winch.	1.00	\$25,268.00	\$25,268.00
Silvan Trukpak 200L+ECO 30M Reel+12V Smoothflo pump and Spotjet gun	1.00	\$1,499.00	\$1,499.00
Sub-Total ex GST			\$26,767.00
GST			\$2,676.70
Total inc GST			\$29,443.70
Thank you for the opportunity to quote.	Sub-Total ex GST		\$26,767.00
	GST		\$2,676.70
Credit card is available with 2% surcharge.	Total inc GST		\$29,443.70



admin@pumpandpower.com.au
www.pumpandpower.com.au
Tel. 08 8952 5050

ABN 48 114 513 272
6 Whittaker Street
Alice Springs NT 0870
PO box 2656
Alice Springs NT 0871

CUSTOMER QUOTATION NO. 7670

How To Pay



Mail

Detach this section and mail cheque to:

Pump and Power Centre
PO box 2656
Alice Springs NT 0871



Credit Card (MasterCard or Visa)

Call 08 8952 5050 to pay over the phone.



Direct Deposit

Bank **National Australia Bank**
Acc. Name **Electricon Contracting t/a Pump and Power Centre**
BSB **085-995**
Acc. No. **12-044-8942**

QUOTATION NO. 7670

Customer Reference:	277	Customer Name:	Barkly Regional Council
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October 2018

Terms and Conditions of Sale

1. In these terms and conditions:

"Company" means Electricon Contracting Pty Ltd (ACN 114 513 272) trading as Pump and Power Centre, and its successors and assigns;

"Loss" suffered by any person means any claim, action, proceeding, loss, damage, cost, expense or liability whatsoever incurred or suffered by, or brought or made or recovered against, that person, no matter how arising (whether or not presently ascertained, immediate, future or contingent);

"Customer" means the person(s) or body(ies) corporate to whom these terms and conditions are directed and their successors and permitted assigns;

"Goods" means any goods, services or products from time to time supplied, or to be supplied, by the Company to the Customer;

"Order" means an order for Goods placed with the Company by the Customer;

"PPSA" means the *Personal Property Securities Act 2009* (Cth);

"PPSR" means the Personal Property Securities Register established under the PPSA.

"Perfectured", "Security Interest" and "Financing Statement" are as defined in the PPSA;

"Terms" means these terms and conditions.

2. These Terms shall not be interpreted against a party on the basis that such party prepared these Terms or any part of them.
3. These Terms shall be all of the operative terms and conditions of the sale of Goods by the Company to the Customer from time to time, in the absence of a written agreement to the contrary.
4. Each word, phrase, sentence and clause of these Terms is severable.
5. These Terms shall prevail over any terms and conditions of the Customer in relation to the purchase of Goods.
6. Where two (2) or more persons and/or bodies corporate comprise the Customer, the obligations on the part of the Customer in these Terms shall bind them both jointly and severally.
7. Where the Customer acts in the capacity of trustee of any trust, the obligations on the part of the Customer in these Terms bind the Customer in its own right as well as in its capacity as trustee.
8. Any failure to exercise, or delay in exercising, a right, including a right of indemnity, by the Company shall not prejudice the Company's ability to exercise that right in the future.
9. The completion or termination of a transaction shall be without prejudice to the Company's accrued rights.
10. These Terms are governed by, and shall be construed in accordance with, the laws in force in the Northern Territory and the Customer submits to the non-exclusive jurisdiction of the courts of that Territory in respect of all proceedings arising out of or in connection with these Terms.
11. The Company may decline, in its absolute discretion, any Order in part or in whole.
12. The Company may request the Customer pay a deposit against any Goods ordered. The Company may consider the payment of a deposit when deciding whether to decline an Order under clause 11.

13. An Order is accepted by the Company when the Customer receives notification from the Company that the Order has been accepted, or supply of the relevant Goods occurs, whichever occurs first.

14. The Company shall use reasonable endeavours to ensure that the Goods, the subject of any Order, are supplied to the Customer on or before the date specified in the Order, but the Company shall not be liable for any Loss incurred by the Customer in connection with any failure by the Company to deliver or supply the Goods on or before that date.

15. Upon delivery of the Goods, the subject of any Order, to the Customer, at the place of delivery nominated in the Order, the Customer shall be deemed to have accepted the Goods.

16. Any Loss sustained by the Company, as a result of or in connection with the Customer failing to accept delivery of any Goods, will be reimbursed in full by the Customer to the Company.

17. The Company reserves its rights at all times to suspend the supply of further Goods on credit or otherwise to the Customer, without being required to give reasons, and the Company shall not be responsible in any way for any Loss suffered or incurred by the Customer in connection with any such suspension.

18. The Company may make part deliveries of any Order, and a part delivery of any Order shall not invalidate the balance of an Order, or reduce the Customer's liability to the Company regarding the balance of an Order.

19. All prices for Goods are subject to change without notice.

20. The price for Goods shall be that prevailing at the date of receipt by the Company of the Order for those Goods.

21. If the Customer orders any Goods that are not stocked items, the Company may require the customer to pay 50% of the value of the Goods to the Company before the Company will order those goods. The Company may require the Customer to pay the remainder of the value of the Goods to the Company before the Company delivers the Goods to the Customer. If after payment has been made those Goods cannot be delivered, the Company will return any payments made in respect to those Goods to the Customer.

22. Unless otherwise agreed by the Company, all prices for Goods are in Australian dollars and are exclusive of goods and services tax.

23. Title to Goods shall not pass to the Customer until the Company has been paid in full by the Customer all moneys owing to the Company for, or in relation to, those Goods, or any Goods the subject of any prior Order, and all monies owed by the Customer to the Company on any other account whatsoever.

24. Until title to any Goods passes to the Customer, the Customer shall hold the Goods as bailee and fiduciary agent for the Company and the Customer shall keep and store the Goods in such a way that the goods are clearly identifiable as the property of the Company.

25. The Goods are at the entire risk of the Customer from the moment the Goods are delivered to the place of delivery nominated in the Order.

26. The Customer shall be entitled to sell the Goods, in respect of which title has not passed to it, as fiduciary agent of the Company, in which case the proceeds of such sale shall be held in trust for the Company and shall not be mingled with other moneys, but shall be paid into a separate fiduciary account, and the Customer shall not be entitled to transfer any moneys from that separate fiduciary account until payment to

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- the Company in full for those Goods, or any Goods the subject of any prior Order, and any other amount owed by the Customer to the Company on any account whatsoever.
27. Damaged or defective Goods, or those which do not conform to the relevant Order, may only be returned to the Company in exchange for a credit for the price of those Goods (and freight and insurance to return them), if written notice of intention to return the Goods is given to the Company within 7 days of delivery and those Goods are returned within 14 days of delivery to the Company's premises, in their original packaging, without any defect, damage or soiling having occurred since delivery to the Customer, and accompanied by the original invoice and stating the reason for return.
 28. No credit will be granted until after an inspection of the site where the Goods were stored after delivery has occurred, with responsible staff from the Company and the Customer present, at the direction of the Company. The Customer shall fully insure all of the Goods for their full replacement value, noting the interest of the Company, from the time that risk in the Goods passes to the Customer, and, in the event of any of the Goods being damaged, destroyed, stolen or lost, which loss or damage is reimbursed to the Customer by the insurer, the proceeds of the insurance claim shall be paid to the Company until all monies owing to the Company, in respect of the sale of the Goods or otherwise on any account whatsoever, are paid to the Company.
 29. Any credit granted to the Customer is so granted on the basis of information regarding the Customer provided to the Company.
 30. If credit is granted to the Customer, the total of the amount of invoices at any one time is not to exceed more than the approved credit limit without prior agreement. The Customer is required to pay up front the value of any Goods ordered that exceed the credit limit.
 31. If the Goods are to be paid for with financed funds, the Company may raise the customer credit limit to the amount of those funds provided that proof of approved finance from the lending institution is provided.
 32. In the event that the information provided to the Company in connection with the Customer materially changes to the possible prejudice of the Company, the Customer shall advise the Company in writing immediately after the change.
 33. The benefit of the credit facility provided by the Company to the Customer is not transferable to any other party without the prior written consent of the Company.
 34. All Goods supplied by the Company to the Customer on credit shall be paid for in full by the Customer, without deduction or set-off, within the time period set out in the relevant invoice or, if no such time period is stipulated, within 14 days of the date of the relevant invoice.
 35. Where the Customer fails to pay to the Company any sum when due, the Company shall be entitled to:
 - 35.1 charge interest on the amount then unpaid, at the rate of 2% per annum greater than the overdraft rate quoted to the Company by Westpac Banking Corporation on the date the amount became overdue, calculated daily on all overdue money (including interest) from the date of default until the date when such amount is paid in full; and
 - 35.2 recover from the Customer all costs and expenses incurred, or to be incurred, by the Company in connection with the recovery of any amount due and payable by the Customer (including debt recovery costs, and/or legal costs on a full indemnity basis).
 36. A certificate signed by an officer of the Company, stating the amount then owing by the Customer, shall be conclusive evidence of that amount.
 37. The Customer agrees that:
 - 37.1 it grants in favour of the Company a Security Interest in the Goods, and any proceeds received for the sale of the Goods, in order to secure payment of all moneys owing to the Company whatsoever, including for, or in relation to, any Goods;
 - 37.2 it shall do anything required by the Company to ensure that any Security Interest created or arising in respect of the Goods or proceeds received for the sale of the Goods in favour of the Company is the subject of a Financing Statement registered on the PPSR, and is otherwise fully effective, enforceable and Perfected with the contemplated priority;
 - 37.3 it waives any right to require compliance by the Company with any of the non-mandatory provisions set out in the PPSA, including but not limited to section 157(1) of the PPSA and any of the provisions set out in section 115(1) of the PPSA, or any other notice provision of the PPSA, and the Customer may not exercise any rights conferred by section 143 of the PPSA;
 - 37.4 it must pay the Company all of its costs (including its legal costs on a solicitor and own client basis) in enforcing the Company's rights under these Terms.
 38. If the Customer fails to make payment for any Goods on or before the due date and/or breaches any provision of these Terms; or
 - 38.1 a receiver, receiver and manager or controller is appointed in respect of all or any of the Customer's assets;
 - 38.2 an administrator is appointed in respect of the Customer;
 - 38.3 any resolution is passed to wind up the Customer or an application is made to a court for the winding up of the Customer; or
 - 38.4 any action is taken which could result in the Customer becoming "an insolvent under administration" within the meaning of Section 9 of the *Corporations Act 2001* (Cth) or the Customer enters into a deed under Part X of the *Bankruptcy Act 1966* (Cth),
 then, notwithstanding any credit the Company may have granted to the Customer and without limiting the Company's other rights under these Terms:
 - 38.5 all amounts owing by the Customer to the Company shall immediately become due and payable;
 - 38.6 the Company may, without notice, enter any premises of the Customer and remove all the Goods, in respect of which title has not passed to the Customer, and at the Company's discretion keep or resell any removed Goods;
 - 38.7 the Customer's right to possession of the Goods, and the proceeds of sale of the Goods, and to sell the Goods, shall cease; and
 - 38.8 the Company may, in its ultimate discretion, suspend or cancel any uncompleted Orders.
 39. To the extent permitted by law and except as set out in these Terms:
 - 39.1 all express or implied warranties, guarantees and conditions relating to the Goods, no matter how arising, are excluded;
 - 39.2 the Customer has no authority to make representations on behalf of the Company or to bind the Company to any third party;
 - 39.3 the Customer releases the Company from, and holds harmless the Company in respect of, any Loss incurred by the Customer in connection with any Order, any Goods and these Terms; and
 - 39.4 the Customer shall indemnify, and keep indemnified, the Company in respect of any Loss incurred by the Company in connection with any Order, any Goods and these Terms.
 40. If the Company grants the Customer access to third parties' "personal information", "sensitive information" or "credit information" as defined in the *Privacy Act 1988* (Cth) in order for the Customer to perform its obligations to the Company, the Customer agrees to only collect, hold, use or disclose that information in accordance with the terms of the *Privacy Act 1988* (Cth) and the Australian Privacy Principles.



Airpower (NT) Pty Ltd
 Phone: (08) 8939 0200
 Email: info@airpower.com.au
 Service/Parts/Admin
 133 McKinnon Road Pinelands NT 0829
 Sales:
 880 Stuart Highway Pinelands NT 0829
 PO Box 846 Palmerston NT 0831

Wholegoods Quotation

Quotation No: Q30176

Customer Name
 Barkly Regional Council (10068)
 PO Box 821.
 Tennant Creek, NT 0861
 reception@barkly.nt.gov.au
 0429887763

Quotation Date: 18/07/2023
Expiry Date: 17/08/2023

Sales Rep: Anthony McGregor
Phone: 89390259
Email: salesrep@airpower.com.au

Terms: As per Terms and Conditions overleaf

Dear Troy

Thank you for your recent machine/equipment enquiry. We have pleasure in presenting the following quotation for your consideration:

RTV-X900G-A-AU 4WD UTILITY VEHICLE

Product SKU	Description	Qty	Total (\$)
KUK7594-10000	RTV-X900G-A-AU 4WD UTILITY VEHICLE NEW KUBOTA RTV-X900G-A-AU 4WD UTILITY VEHICLE. FITTED WITH ATV TYRES.	1	33,200.00
SSC12	CIR - RTV-X900G-A-AU 01/07/2023-31/10/2023	1	-400.00
SSC27	Bid & Fleet Rebate BFAG23-522	1	-600.00
SDA/ATT_Canopy	Fit Canopy & Mount Kit	1	
SDA/AT9400	Fit Tow Hitch & Ball	1	
SDA/AT1100	Rear View Mirror Kit - ROPS Models (1)	1	
SDA/ZZ8502	LED Amber Beacon	1	
SDA/AT9500	Fit Winch	1	
SDA/ZZ8202	Fit Reverse Beeper	1	
SDA/EXT1650	Spare Wheel	1	
SSC1	ReelStrike 200L, 7.5Lpm 100psi 30m H/Reel - Standard	1	
SSC2	Delivered to Tennant Creek	1	
Sub Total			32,200.00
GST			3,220.00





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133 McKinnon Road Pinelands NT 0829
Sales:
880 Stuart Highway Pinelands NT 0829
PO Box 846 Palmerston NT 0831

Wholegoods Quotation

Quotation No: Q30176

General Information

Airpower is a locally owned and operated company, proudly serving the Northern Territory since 1973.

Please be assured of our close attention to after-sales service and performance of the products we sell.

Terms and Conditions

- * This quotation is valid for 30 days, subject to prior sale.
- * Delivery point Darwin.
- * Availability is subject to confirmation at the time of placing order subject to prior sale.
- * The warranty period is as per the manufacturers schedule.
- * Prices include 10% GST.
- * Prices are based on current manufacturer's prices and are subject to change.
- * This quote is subject to confirmation at time of placing order.
- * Payment Terms:
 - Terms are net cash on delivery.
 - Once notified that your order is completed and ready for delivery, full payment of the invoice as quoted shall be remitted within 14 days. Interest may be charged if these terms are exceeded at 10% PA until settlement.
- * Payment options:
 - Direct Deposit of cleared funds into the Airpower (NT) listed account, or
 - Bank Cheque, or
 - For personal or business cheques, a minimum of 3 working days are required to guarantee cleared funds.
- * When a "purchaser" nominates a delivery to a third party and deals directly with that vendor, then it is required by Airpower that settlement be made for the equipment supplied by Airpower prior to delivery to any nominated third party.
- * Any trade-in price offered is based on the condition of the equipment as inspected. Airpower reserves the right to review and re-negotiate the offered trade-in price if the equipment is in a changed state or is in a different condition to that as noted on the trade appraisal form.

I trust that the information is sufficient and in-line with your requirements requested. I will be in contact with you in the near future to follow up on this quote, however, should you require any further assistance, please do not hesitate to contact me on the number listed on the front of this quote.

Yours Faithfully,
Airpower (NT) Pty Ltd

Anthony McGregor





TOUGH

Kubota diesel engines—dependable power, when and where you need it.

Power when and where you need it

Even when the path disappears, you can rely on the RTV-X Series' powerful diesel engines to keep you moving forward. Kubota-built and trail-proven, these 3-cylinder liquid-cooled diesel engines have performance reputation for dependable power. The RTV-X900 sports with a robust 21.6 HP engine, while the RTV-X1120D, RTV-X1100C and RTV-X1140 provide an extra boost of power from 24.8 HP engines.






RTV-X900


VHT-X (Variable Hydraulic Transmission)

Kubota has more experience in variable hydraulic transmissions than any other Utility Vehicle manufacturer. The torque is maximized through the advanced variable displacement HST motor, resulting in a wider torque band. The Large oil cooler enhances the VHT-X's performance and durability through cooler operating temperatures.




Strong High-rigidity Frame

The high-rigidity steel frame isolates the occupants from noise, vibrations, and harshness. With structural strength that few in the industry can match, this durable frame can take years of punishment from heavy loads and rough terrain.




20% Larger, Clog-resistant Radiator

Open the hood, and you'll find the radiator and air-intake located high and up front, where the air is cleaner and cooler. This location reduces the risk of clogging and simplifies maintenance. Kubota's wide fin pitch design minimizes clogging, further improving radiator performance.



Two-Speed In-line Shift

You'll shift less often and maintain better control, thanks to new transmission gearing with just two forward speeds (high and low), plus neutral, and reverse.



RTV X-Series

The Kubota RTV X-Series. Dependable performance, excellent comfort, all the time.

When there's work to be done on the far side of now, here, you need a vehicle that can get you there quickly, get the job done efficiently, and get you back comfortably.

RTV-X850

Comfort and versatility make this Kubota's most popular model for all types of jobs. It comes with a powerful 21.6 HP diesel engine and your choice of Kubota Orange or Realtree AP Camo styling.

RTV-X1120D

A step up in power, torque, performance, and style, the RTV-X1120D has everything you need to get the job done, including a rugged and dependable 24.8 HP diesel engine and stylish blue-tinted halogen headlights.

RTV-X1100C

The first RTV to offer a factory-installed unibody A/C cab, the RTV-X1100C is still the industry leader in work comfort. The fully enclosed cab features air conditioning, defroster, and heating systems to keep you comfortable in all types of weather for all types of jobs.

RTV-X1140

When you have cargo to haul, flip up the rear seat and fold down the cargo bed. The RTV-X1140 converts from a 4-passenger vehicle to a 2-passenger RTV with an extra large cargo bed and an industry-leading cargo capacity. A standard hydraulic bed-lift makes short work of dumping tasks.



60:40 Split-bench Seats

The split-bench style seat is ergonomically designed to provide hours of working comfort. The driver's side is adjustable fore and aft.*

*Driver's side seat adjustment is not available on RTV X900 General Purpose model & RTV X1200 models.



Power Steering

Responsive hydrostatic power steering gives you the control you need to tame any terrain. The steering wheel is tilt-adjustable, allowing you to set the optimum angle for your driving style.*

*Tilt feature is not available on RTV X900 General Purpose models.



Digital Meter Cluster

Bright, with large, easy-to-read indicators, this digital meter cluster keeps you informed of all critical driving conditions, including speed, hours, and miles traveled. An Overheat Alarm light and audio helps prevent engine damage.



Easily accessible Parking Brake

The parking brake is conveniently located on the dashboard for easier access as well as more legroom.



Glove Box*

A large glove box on the passenger side provides fast access to critical tools and personal effects.

*Glove box is not available on RTV X1200 models.

*Glove box cover is optional on RTV X900 General Purpose models.



Under-seat Storage Compartments

Large compartments under the split-bench seats provide plenty of convenient storage space for tools, tie-downs, and personal items.

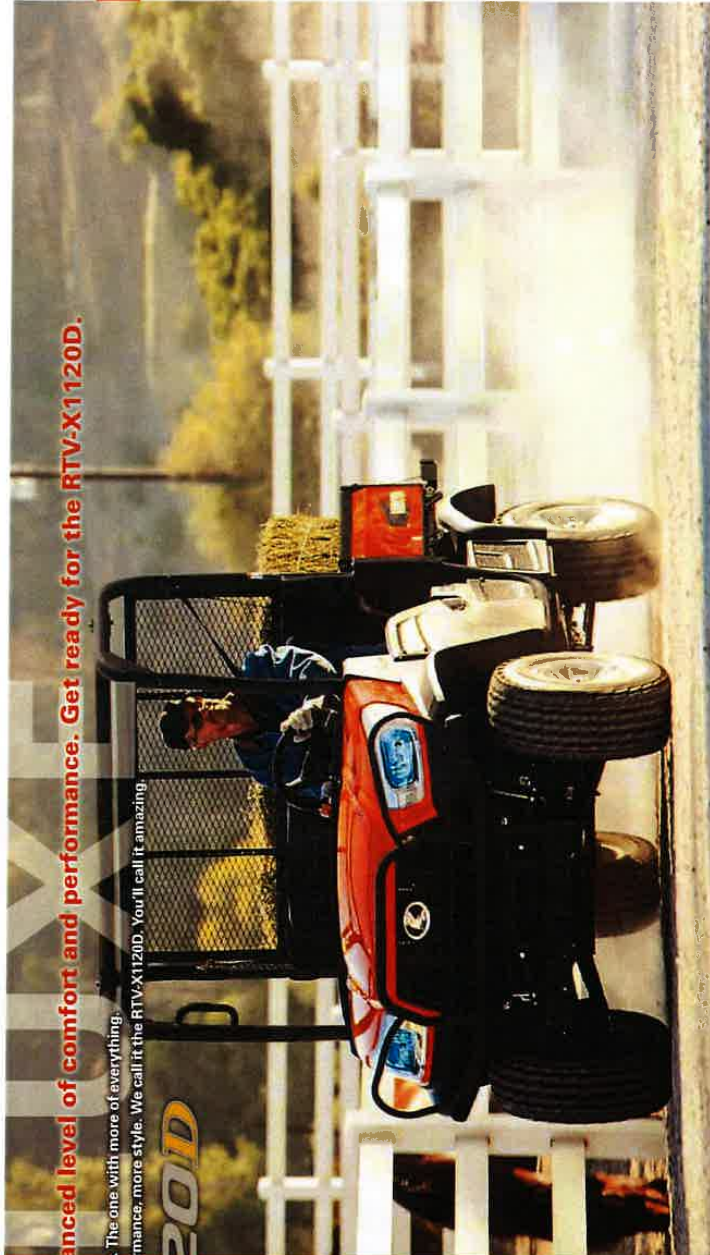
Get ready for an advanced level of comfort and performance. Get ready for the RTV-X1120D.

Here's the one you've been waiting for. The one with more of everything. More power, more torque, more performance, more style. We call it the RTV-X1120D. You'll call it amazing.

RTVX1120D

**More powerful engine
and transmission**

For jobs that require extra acceleration and climbing power, the RTV-X1200 is the obvious choice. They pack both Kubota's proven 24.8 hp diesel engine and the reliable WPH3X transmission, which provide a top speed of 46.4 km/h as well as plenty of hill-climbing power.



RTV-X1120D

Three-point Seatbelts

With the RTV-X1120D's increased speed comes increased dynamic loads; so you and your passenger are strapped in with three-point seatbelts.

Half Door

Half doors on the driver and passenger sides help keep out the dirt, brush, and other external objects, while letting you enter and exit with ease.



Alloy Wheels

Only wheels.
You'll travel in style with these good-looking, machine-polished alloy wheels.* Clear Coating helps keep them bright and shiny.



***Realtree AP**
Camo model
features black
alloy wheels
with polished
outer surfaces.



When the going gets tough, get aboard a Kubota RTV-X1140.

And now these best-selling, standard-setting utility workhorses just got a whole lot better. Introducing the Kubota RTV-X1140 Four-Seater, improved throughout to give you the best possible performance and comfort across a wide range of jobs.

After

RTV-X1140

From industry-leading cargo capacity to comfortable seating for four adults in three simple steps that can be performed easily by just one person.

[K-vertible™] *Kubota's unique system to convert vehicle from 1 row to 2 row seating less than a minute.*



1 Reposition the sides of the bed

Swing the front side panels of the cargo bed towards the back of the bed and fold down the front panel.



2 Reposition the cargo bed

Next, lift the front of the cargo bed and secure it.



3 Reposition the protective screen and bench seat

Next, move back and secure the protective screen. Then, flip the seat forward and secure the bench seat. Reposition the three steps to restore the RTV-X1140's full-length bed.



The Safest Tanks in Motion

ReelStrike™ 200L

12 Volt Spot Sprayer with 8.5L/min pump with 30m Hose Reel

CODE: PVQ0200LK0076H3

The ReelStrike, a TTI icon sprayer that has proved itself over many years as the most versatile and reliable professional 12v sprayer in our TTI range. The 30m reel allows you to access those hard to get to areas, while the 100psi pump gives you that extra pressure when you needing to hit your spray target from a distance.

- » 8.3L/min 100psi Remco 12v pump mounted under pump cover for protection
- » 30m heavy duty poly hose reel
- » PowerJet spray gun with adjustable brass nozzle
- » Fully-drainable tank with 255mm screw lid & basket filter
- » Sturdy Hot dip galvanised base frame
- » Suction filter
- » Pressure regulator and gauge for accurate & controlled spraying
- » 3.6m electrical cables with 12v adaptor & alligator clips

Product Specification

12 VOLT SPOT SPRAYERS



SPECIFICATIONS

Tank Material	Polyethylene
Lid Diameter	255mm
Capacity (brim full)	200 Litres
Tare Weight	60kg
Weight (Full of Water)	460kg
(L W H)	1055 x 700 x 1100mm
Tank Warranty	20-Years

1800 816 277

www.tti.com.au

8 CORRESPONDENCE

Nil

9 OTHER MATTERS FOR NOTING

Nil

10 REPORTS FROM BARKLY REGIONAL COUNCIL

Reports from Barkly Regional Council

10.1 Elliott Development - Northern Interest update

Reference

Author Darren Lovett (Director Operations – Remote Communities)

RECOMMENDATION

That the Local Authority receive an update from the BRC Director of Operations – Remote Communities regarding the Northern Interest development of Elliott.

That the LA receive hard copy files of the building drafts for reference.

SUMMARY

The BRC Director of Operations continues to receive updates from the Northern Interest leadership on a regular basis & has invited the Northern Interest CEO to provide an in person update in time.

ATTACHMENTS:

1. elliot report 10.7.23 [10.1.1 - 3 pages]

ELLIOTT MAIN STREET:

ELLIOTT HOTEL + STORE & ROADHOUSE

FOR NORTHERN INTERESTS

ARCHITECT'S PROGRESS REPORT

t r o p p o

10.7.23



Big picture

Overall, both projects are being developed in parallel, with the Roadhouse & Store to play 'catch-up' in regards to Planning Consent.

Design and Documentation

Hotel

Architecture:

Documentation drawings in progress including for modularisation, framing, site plan and levels

Fitout:

Outline drawings commenced.

Procurement of equipment will be through Northern Interests Operations Manager and established industry contacts.

A strategy for local engagement with Elliott Community for the project's art layer is to be developed.

Wastewater engineering:

Wastewater engineering design complete, moving to documentation.

Structural Engineering:

To portables manufacturer engineer.

Roadhouse & Store

Architecture:

Documentation drawings in progress including for modularisation, framing, site plan and levels

Fitout:

Outline drawings commenced, including for coolroom options to better fit portable modules.

Procurement of equipment will be through Northern Interests Operations Manager and established industry contacts.

A strategy for local engagement with Elliott Community for the project's art layer is to be developed.

Wastewater engineering:

Wastewater design to proceed.

Structural Engineering:

To portables manufacturer engineer.

Siteworks – both sites

Engineering:

- Civil engineering: Site levels are currently being determined by the Architect, with specific civil engineering tasks, including for stormwater management and pavement specifications to be identified.
- Wastewater engineering: Hotel design complete, moving to documentation; Store & Roadhouse wastewater design to proceed.
- Services Engineering: fee proposal anticipated 14.7.23. (Trinamic are the preferred consultant for value, relevant experience and performance.) The intention is to base services engineering decision-making on Industry input and life-cycle costing parameters for sure performance and low maintenance.

Landscape:

The intention is to enter early into detailed landscape design to ensure nursery establishment of required plant material (endemic species proposed). Potential Landscape Architects are being identified

Public realm:

Crossovers, footpaths and greater 'Elliott Main Street' public realm to be determined through liaison with Barkly Regional Council (external to Northern Interests projects).

Approvals

Hotel

Requested further information submitted; understand assessment to be complete.

Site advertising to be erected when made available by NTG.

Certifier review of documentation to commence.

Roadhouse & Store

Development Application drawings and accompanying documents complete and collated.

To be lodged 12.7.23

Certifier review of documentation to commence.

Construction

Two commercial builders – 1 Adelaide-based (presently working out of Alice Springs) and 1 from Darwin with a Katherine base – are preparing Expressions of Interest for a Construction Management contract, to manage procurement of all site elements for both sites, under a rolling program under one contract.

Ausco have completed documentation review and pricing for the Hotel including accommodation. At the same time alternative portables manufacturers are being sounded out for capability and project fit.

Given current Industry production stress and consequent lead-times, it is proposed for an early supply contract for portables manufacturer to be entered into. Management of this contract will novate to the Construction to ensure fit with siteworks and overall program.

Early engagement with the portables manufacturer gives not only surety to the project for cost, but also reduces site time and cost risk associated with traditional build techniques in a remote and poorly resourced location.

Potential for local (Elliott) employment to be pursued with successful tenderer.

Cost Plan

This is being determined through Industry testing (Ausco) and the Construction Management EOI process.

In parallel, Quantity Surveyors RLB are to be engaged to develop a cost plan for review against the evolving construction methodology and Tenderer submissions.

Currently proposed program

Refer attached – but in precis...

Consultant engagement (concluding)	July	2023
Builder EOI, selection, engagement	July – August	
Documentation	July – November	
Continuing Builder liaison	August –	
Final contract pricing	September – December	
Portables order	September**	
Pre-construction (inc shop drawings)	December – April	2024
Construction commences (siteworks)	March	

Hotel:

Portables deliveries commence	August	2024
Practical Completion	March	
Fitout complete, handover	March	2025
Opening	March	
Landscape complete	April	

Store & Roadhouse:

Portables deliveries commence	September	2024
Practical Completion	April	2025
Fitout complete, handover	April	
Opening	April	
Landscape complete	May	

**Note portables order placed ahead of full contract pricing, for production lead-time

11 REGIONAL COUNCIL'S PROPOSED REGIONAL PLAN

The regional plan 2023/24 has passed through council and is presently being acted upon.

12 VISITOR PRESENTATIONS

Visitor Presentations

12.1 Request to present - Anyinginyi Health Ab-Corp

Reference

Author Darren Lovett (Director Operations – Remote Communities)

RECOMMENDATION

That the Local Authority receive a presentation from the Anyinginyi Health Aboriginal Corporation.

ATTACHMENTS:

1. Request to present - Anyinginyi Health Ab- Corp 10 AU G 23 [**12.1.1** - 2 pages]



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 Elliott Local Authority,

I am requesting your permission to make a presentation to the Elliott Local Authority on 03/08 / 2023

Give the Local Authority Information about

A request has been received by Anyinginyi Health Aboriginal Corporation for the Chairperson and Chief Executive Officer to attend and present at the 3rd August 2023 Elliott Local Authority meeting.

The purpose is to:

- provide an update on the Anyinginyi Health Elliott community Tuesday 23 May 2023 visit
- discuss an enquiry regarding use of Elliott based Anyinginyi Health buildings by community

Speaking points that BRC will insert into the Local Authority minutes as a record of your presentation/report

The Elliott community and surrounds hold a Director position on the Anyinginyi Health Aboriginal Corporation Governance Board. In recent times, Elliott's Board membership has been inactive leading to Anyinginyi Health's planned community visit to Elliott on Tuesday 23 May 2023. In attendance were the Board Directors Chairperson, Ross Jakamarra Williams, Deputy Chairperson Patricia Braun, Treasurer Kade Green and Tennant Creek member Director Rhonda Plummer. Staff Leisa McCarthy, Heather Burton, Tima Kaisuva, Reanna Bathern, Christopher Purcell and Kane Seden.

- Community meetings outcomes. Concerns with NTG Health Clinic services. Need for specific services such as eye health, mental health, regular GP visit, not much on prevention as people are being airlifted out as emergency. Clinic used to work better in with the community previously, as longterm staff with good relationships
- Would like better communication from the clinic regarding appointments; previously clinic provided transport to pick people up for appointments would like to returned; more Aboriginal staff, especially Aboriginal Health Practitioners.
- An Elliott Anyinginyi Health member has approached Anyinginyi Health regarding community use of the Elliott based Anyinginyi Health buildings. Buildings are currently under utilised and propose use as a sobering up shelter.

*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: Ross Jakamarra Williams (Chairperson), Rhonda Plummer (Board Director) and Leisa McCarthy (CEO)

Organisation: Anyinginyi Health Aboriginal Corporation

Contact details: 08 8962 2633 leisa.mccarthy@anyinginyi.com.au

Signed: Leisa McCarthy

Date: 30/07/2023

Local Authority Chair to complete:

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

Signed: Bob

Date:



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
on 0 3 0 8/2 3

Give the Local Authority Information about

Indigenous Electoral Participation Program and remote engagement work.

Speaking points that BRC will insert into the Local Authority minutes as a record of your presentation/report

- Enrolment and participation in voting events.
- Referendum Education
- Community Electoral Participation Officer recruitment and Local Assistant, Registrations of Interest.
- Community Consultations
- Stakeholder Engagement
- Q&A

*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: Maryanne Walley

Organisation: Australian Electoral Commission

Contact details: remoteservices@aec.gov.au

Signed: Maryanne Walley

Date: 13/7/23

Local Authority Chair to complete:

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

Signed: Bob

Date:

13 OTHER BUSINESS

Nil

14 CLOSE OF MEETING