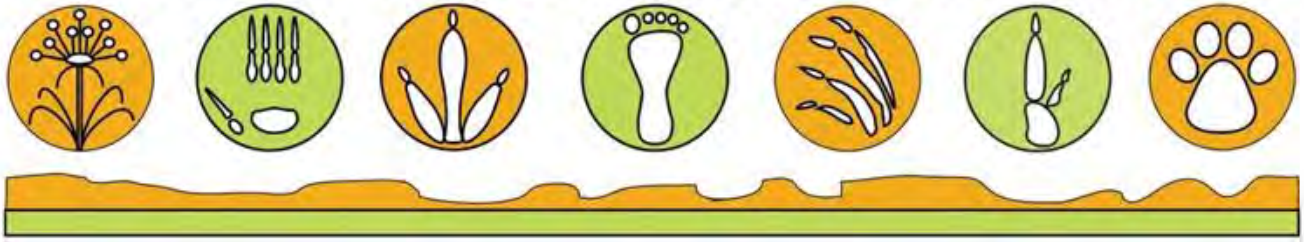


BARKLY REGIONAL COUNCIL



AGENDA ORDINARY COUNCIL MEETING

Thursday 26 October 2023

Barkly Regional Council's Ordinary Council Meeting will be held
in Council Chambers, 41 Peko Road, Tennant Creek
on Thursday 26 October 2023 at 8:30 am.

Romeo Mutsago

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.

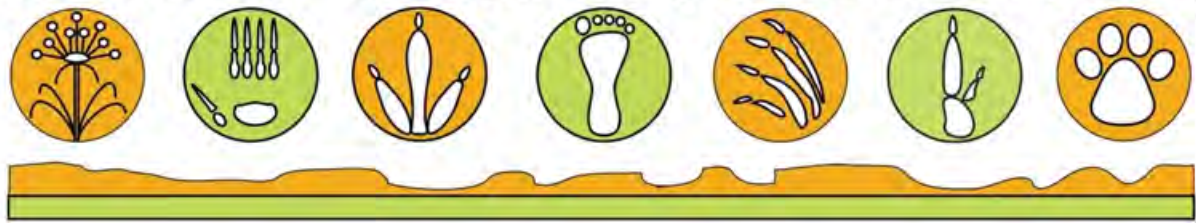
We want to empower local decision making.

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



Table of Contents

1	Opening and Attendance	4
1.1	Elected Members Present.....	4
1.2	Staff Members Present	4
1.3	Visitors Present	4
1.4	Apologies and Leave of Absence	4
1.5	Review of Disclosure of Interest	4
2	Confirmation of previous Minutes	4
3	Actions from previous Minutes	30
4	Addressing the Meeting	46
5	Mayor's Report.....	46
6	Chief Executive Officers Reports	46
7	Finance Reports.....	47
8	Corporate Services Directorate Reports.....	80
9	Community Development Directorate Reports	137
10	Tennant Creek Directorate Reports	137
11	Operations Directorate Reports	157
12	General Business	176
13	Correspondence	176
14	Decision to move into Confidential Session	176
15	Next Meeting and Meeting Close.....	177

1 OPENING AND ATTENDANCE

- 1.1 Elected Members Present
- 1.2 Staff Members Present
- 1.3 Visitors Present
- 1.4 Apologies and Leave of Absence
- 1.5 Review of Disclosure of Interest

2 CONFIRMATION OF PREVIOUS MINUTES

Confirmation of previous Minutes

2.1 Confirmation of Previous Minutes OCM 27092023 and SCM 10102023

Author Faye Jennings (Executive Manager)

RECOMMENDATION

That Council receive and note the previous minutes as a true and accurate record of the meetings held in September and October.

SUMMARY

The previous minutes are from the Ordinary Council Meeting held on 27 September 2023 and Special Council Meeting held on Tuesday 10 October 2023.

ATTACHMENTS:

- 1. OCM 27092023 Minutes [2.1.1 - 19 pages]
- 2. SCM 10102023 Minutes [2.1.2 - 6 pages]



MINUTES ORDINARY COUNCIL MEETING

The meeting of the Ordinary Council Meeting of the Barkly Regional Council was held in Council Chambers, 41 Peko Road, Tennant Creek on Wednesday 27 September 2023 at 9:05 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.



1 OPENING AND ATTENDANCE

1.1 Elected Members Present

Meeting commenced at 9.05am with Acting Mayor Russell O'Donnell as Chair

Elected Members Present

- Acting Mayor Russell O'Donnell
- Cr. Dianne Seri Stokes
- Cr. Pam Corbett
- Cr. Elliot McAdam (Teams)
- Cr. Sharen Lake
- Cr. Greg Marlow
- Cr. Mark Peterson
- Cr. Lucy Jackson
- Cr. Jack Clubb

1.2 Staff Members Present

Staff Members Present

- Russell Anderson - Acting Chief Executive Officer
- Romeo Mutsago - Chief Financial Officer
- Emmanuel Okumu - Governance Manager
- Tash Adams - Executive Manager
- Grant Hanson - ICT Coordinator

1.3 Visitors Present

Visitors Present

- Sally O'Callaghan - Department of Infrastructure, Planning and Logistics
- Lachlan Wilkins - Department of Chief Minister and Cabinet
- Peter Burnheim - Department of Chief Minister and Cabinet
- Phillipa Hunter - Department of Environment, Parks and Water Security
- Nicole Joy - Department of Environment, Parks and Water Security

1.4 Apologies and Leave of Absence

Apologies

- Mayor Jeffrey McLaughlin
- Cr Heather Wilson
- Cr Lennie Barton
- Cr Heather Wilson
- Cr Anita Bailey

1.5 Review of Disclosure of Interest





2 CONFIRMATION OF PREVIOUS MINUTES

Confirmation of previous Minutes

2.1 Confirmation of minutes from 31 August 2023 Ordinary meeting

MOTION

That Council receive and note the Minutes of the 31 August 2023 Ordinary Meeting of Council as a true and accurate record.

RESOLVED

Moved: Cr Jack Clubb

Seconded: Cr Dianne Stokes

CARRIED UNANIMOUSLY

Resolved OM-23/132

Cr McAdam questioned the CEO about a meeting on Thursday regarding Animal Management. The CEO advised the meeting would be postponed due to other commitments but would email Cr McAdam with a new date for the meeting, and invite the Director of Community Development to attend.

Cr McAdam requested an agenda be included in the email correspondence ahead of the meeting.

3 ACTIONS FROM PREVIOUS MINUTES

Actions from previous Minutes

3.1 Actions from previous meetings

MOTION

That Council receives and notes actions arising from the previous minutes.

RESOLVED

Moved: Cr Dianne Stokes

Seconded: Cr Greg Marlow

CARRIED UNANIMOUSLY

Resolved OM-23/134





MOTION

That the Bush Councillors are given a spot on the agenda at each Council Meeting to talk about issues in their communities.

RESOLVED

Moved: Deputy Mayor Russell O'Donnell

Seconded: Cr Pam Corbett

CARRIED UNANIMOUSLY

Resolved OM-23/133

The CEO suggested that the bush Councillors be given an opportunity at each Ordinary Council Meeting to present issues and concerns within their respective communities.

4 ADDRESSING THE MEETING

Department of Infrastructure, Planning and Logistics Regional Director Barkly Sally O'Callaghan was invited to discuss two ongoing projects with Council (OM-23/117): Purkiss Reserve Upgrade and Streetscape Project.

Ms O'Callaghan said the department had sent through an invoice for payment for \$1.4 million for the Streetscape Project.

The Acting CEO pointed out that progress payments would be made as per the contract instead of the total amount paid in advance.

Acting Mayor O'Donnell said the Department had breached the contract several times before Ms O'Callaghan's appointment.

Ms O'Callaghan argued there had been no Barkly Regional Council representation at project meetings and suggested to move forward "instead of throwing shade at both parties."

Acting Mayor O'Donnell agreed but reminded the department the contract was binding.

The department has commenced the engagement of a design consultant to design the upgraded sprinkler system and water services to begin the landscaping master plan.

Ms O'Callaghan said BRC input was needed to consider plant varieties and plant areas.

The next project was regarding Purkiss Reserve Upgrade, and a Working Group was formed to progress the project..

Ms O'Callaghan said she needed BRC Councillor and staff representation by 16 October.

Acting Mayor suggested BRC advertise for expressions of interest to form a Purkiss Reserve Working Group.

MOTION

That Council:

a) call for Expressions of Interest to form a Purkiss Reserve Working Group

b) Expressions to close Monday 9 October 2023

c) Call a Special Meeting of Council on Tuesday 10 October to appoint those members to the Working Group.

RESOLVED

Moved: Cr Sharen Lake

Seconded: Cr Dianne Stokes

CARRIED UNANIMOUSLY

Resolved OM-23/135





Ms O'Callaghan, Mr Wilkins and Mr Burnheim left the meeting at 10.05 am.

Cr Jackson joined the meeting at 10.05am.

Cr Clubb joined the meeting at 10.05am.

4 ADDRESSING THE MEETING

Representatives from the Department of Environment, Parks and Water Security presented to Council about:

1. Western Davenport Water Allocation Plan 2023 – 2033 key messaging be raised at the next meeting of the Ordinary Council.
2. Ordinary Council has discussed their concerns for water with staff from the Department of Environment Parks and Water Security, Water Resources Branch, who listened to their concerns
3. The Ordinary Council is urged to share information with other community members
4. Decide as a group on whether the Water Engagement team attends another Ordinary Council meeting for further engagement opportunities.
5. Water Resources team is to attend the next Ordinary Council meeting and bring back updates on:
 - a. The information that was reported to the Ali Curung Local Authority.
 - b. Water bore reports and information for the following communities: Epenarra, Alpururulam, Elliott, Karlumpurpa Community, Arlparra and surrounding outstations, Ampilatwatja and surrounding outstations, Tennant Creek, Ali Curung.
 - c. Information on the governing bodies of water infrastructure, water resources, water delivery and water policies/plans (including Power and Water (IES), Water Controller, Water Security)
 - d. A map of surface water/Groundwater basins for the region with information including Georgina-Wiso (Beetaloo), Western Davenport, Lake Eyre.
 - e. Update on the outcomes of the Mataranka Water Advisory Committee meeting occurring 28-29 September and information on water licences in the Mataranka area.

Nicole Joy informed Councillors the Traditional Owner Ranger Advisory Committee (TORAC) met today, and they requested the Department provide feedback on key water projects:

* Ranger group requested education on bore monitoring. NT Government Alice Springs bore monitors will travel to the Barkly to provide education.

* TORAC requested the Department to report back at its next meeting about the Singleton Water Licence.





5 MAYOR'S REPORT

Mayor's Report

5.1 Mayor's September 2023 Report

Council received and noted the Mayor's Report for September 2023.
The meeting resumed at 12.42am.
Cr Clubb did not rejoin the meeting after lunch.

6 CHIEF EXECUTIVE OFFICERS REPORTS

Chief Executive Officers Reports

6.1 CEO Report to Council September 2023

Council received and noted the CEO's September 2023 report.

Chief Executive Officers Reports

6.2 Audit & Risk Committee

Council noted the Audit & Risk Committee Report.
Cr Marlow reported Shane Smith was elected as the Chair.
Cr Lake missed the meeting due to incorrect contact details and still has no access to BRC email.
Cr McAdam missed the meeting due to an email being missed requesting to be able to phone in.
Acting CEO said it was decided when the financials arrive month, they will be tabled at the next Committee meeting in October.

Chief Executive Officers Reports

6.3 Reviewed Policies

MOTION

That Council endorses the following updated Barkly Regional Council Policies for use:

- A. Local Authority Policy
- B. Professional Development Policy
- C. Extra Meeting Allowance Policy
- D. Equal Opportunity: Anti-Discrimination, Anti-Harrassment and Anti-Bullying Policy

RESOLVED

Moved: Cr Sharen Lake

Seconded: Cr Dianne Stokes

CARRIED UNANIMOUSLY

Resolved OM-23/136

McAdam questioned 2.1.4 of the Local Authority Policy.
Governance Manager informed Council that when the Minister passes the guidelines Council must match policies to the guidelines.



7 CORPORATE SERVICES DIRECTORATE REPORTS

Corporate Services Directorate Reports

7.1 ICT Report - September 2023

Council received and noted the report.

Acting CEO informed Council a new Director of Corporate Services has been appointed and his name is Murray Davies.

He highlighted there are still a lot of IT issues in the communities

MOTION

That Council requests keyboards be supplied with all iPads for the Councillors.

RESOLVED

Moved: Cr Greg Marlow

Seconded: Cr Dianne Stokes

CARRIED UNANIMOUSLY

Resolved OM-23/137

Corporate Services Directorate Reports

7.2 Implementation of Docs on Tap

This item was deferred to the next meeting due to no presentation provided.

Acting Mayor O'Donnell noted if Councillors still required a hard copy, they can request a copy be supplied.

MOTION

That Council training be provided to elected members on the use of the iPads and Docs on Tap.

RESOLVED

Moved: Cr Greg Marlow

Seconded: Cr Lucy Jackson

CARRIED UNANIMOUSLY

Resolved OM-23/138

8 COMMUNITY DEVELOPMENT DIRECTORATE REPORTS

Community Development Directorate Reports

8.1 Community Development Report

Council received and noted the Community Development report for August and September 2023.

CEO reported there has been a few fracas at the TCYC and security is needed. He noted community interest has been very good where a lot of parents were visiting the Centre with their kids.

Cr Lake acknowledged the hard work Council staff have been doing at the Youth Centre.





9 TENNANT CREEK DIRECTORATE REPORTS

Tennant Creek Directorate Reports

9.1 Director of Tennant Creek Report

MOTION

That Council request the CEO to come back to Council with a report on the best location for a public crossing and speed limit from corner of Peko Park to wherever applicable past the Tennant Creek Youth Centre.

RESOLVED

Moved: Cr Lucy Jackson

Seconded: Cr Dianne Stokes

CARRIED UNANIMOUSLY

Resolved OM-23/139

Cr Lake said people said people have really big concerns about the delayed reopening of the pool.

Cr Stokes noted someone should be at the gate of the Youth Centre.

Cr Jackson suggested Peko Road needs a crossing and 40km/h zone near the Youth Centre for the safety of children.

Cr Stokes said local youth are very happy with the Youth Centre.

Tennant Creek Directorate Reports

9.2 Fitness and Wellness Centre Audit

Council received and noted the Fitness and Wellness Centre Audit Report





Tennant Creek Directorate Reports

9.3 Karguru Park

MOTION

That Council:

- a) Receives and notes the report
- b) Requests the Director of Tennant Creek to report back to Council with prospective areas for a location for future a Dog Park.

RESOLVED

Moved: Deputy Mayor Russell O'Donnell

Seconded: Cr Dianne Stokes

CARRIED UNANIMOUSLY

Resolved OM-23/140

Acting CEO said the park is used regularly by kids kicking a football and himself and other locals use it to keep fit. He suggested perhaps there is other Council land that could be fenced and turned into a park.

Cr Marlow pointed out that Cr McAdam suggested at the Workshop there should be consultation with Patta Group and other Traditional Owners.

Tennant Creek Directorate Reports

9.4 Swimming Pool BBQ and Shelter

MOTION

That Council

- a) Receives and notes the request from Tennant Creek Local Authority about a second BBQ and shelter at the pool
- b) Requests the Tennant Creek Director to source quotes for the works for a second barbecue and shade installation at the Swimming Pool and report to Council and the Patta Ward Local Authority for consideration.

RESOLVED

Moved: Deputy Mayor Russell O'Donnell

Seconded: Cr Greg Marlow

CARRIED UNANIMOUSLY

Resolved OM-23/141

Acting Mayor has observed people requesting to hold birthday parties at the Pool, and a second barbecue would benefit the venue.





Tennant Creek Directorate Reports

9.5 Tennant Creek Local Authority 19 Sept 2023 Minutes

Council received and noted the minutes from the Tennant Creek Local Authority meeting held on 19 September 2023.

Cr Marlow said discussion came up yesterday at the Council workshop about an annual or bi-annual joint Local Authority meeting where Members could discuss common interests or concerns.

MOTION

That Council:

- a) Notes the previous TC Local Authority Minutes
- b) Requests the CEO to add the idea of bi-annual joint local authority meeting in November to the next meeting agenda

RESOLVED

Moved: Cr Greg Marlow

Seconded: Cr Lucy Jackson

CARRIED UNANIMOUSLY

Resolved OM-23/142

Council received and noted the minutes from the Tennant Creek Local Authority meeting held on 19 September 2023.

Cr Marlow said discussion come up yesterday at the Council workshop to come up with annual or bi-annual Local Authority meeting. Where LA Members could have a chat about common interests or concerns.

Tennant Creek Directorate Reports

2.1 WARM Funding

Council received and noted the report.

10 OPERATIONS DIRECTORATE REPORTS

Operations Directorate Reports

10.1 Purkiss Reserve Redevelopment

Council received and noted the update on the redevelopment of Purkiss Reserve .

Cr McAdam asked if Mr Green could be contacted on the status of the Purkiss Reserve Working Group and be added to the group.





11 FINANCE REPORTS

Finance Reports

11.1 Financial Report for the period ended 31st August 2023

Council received and noted the Finance report for the year-to-date 31st August 2023.

Finance Reports

11.2 Procurement Policy Review

MOTION

That Council:

- A. Receives and notes the expressions of interest received; as well as
- B. Approves Stanton's as preferred consultant.
- C. That Councillors be consulted and contacted around the Terms of Reference to provide input if required.

RESOLVED

Moved: Cr Greg Marlow

Seconded: Cr Elliott McAdam

CARRIED UNANIMOUSLY

Resolved OM-23/143

Cr McAdam asked if the Terms of Reference would be created after Stanton's has been approved as the preferred consultant. Cr McAdam referred to an email to Council on 19 September to be part of the Terms of Reference.

The Chief Financial Officer advised if Council approves, the Terms of Reference would be discussed at the next Audit and Risk Committee meeting.

Cr McAdam insisted there was a difference between being consulted and contacted, and requested the motion include the word "contacted".





Finance Reports

11.3 Westpac Bank accounts

MOTION

That Council:

- A. Receive and note the Finance Report regarding Westpac Bank account.
- B. Approve transfer of bank balances in Westpac Bank accounts to ANZ

RESOLVED

Moved: Cr Sharen Lake

Seconded: Cr Greg Marlow

CARRIED UNANIMOUSLY

Resolved OM-23/144

Cr Marlow asked if the \$6m was tied to anything and suggested if not, to earmark it towards the commitment to the Barkly Regional Deal.

Acting CEO said BRC needs money to operate and suggested investing the money to generate interest. He said since the closure of the Westpac branch in Tennant Creek, it made sense to move the funds to ANZ where a branch can be accessed locally.

The meeting paused for a break at 2.26pm.





12 GENERAL BUSINESS

General Business

12.1 Appointment of Deputy Principal Member

MOTION

That Council:

- a) Decide the appointment of the Deputy Principal Member by show of hands
- (b) That Council appoint Councillor Greg Marlow to the position of Deputy Principal Member for a 12month period ending at the Council Meeting in September 2024.
- (c) Acknowledge and thank Cr Russell O'Donnell for his hard work and service in the role for the 12-month period.

RESOLVED

Moved: Cr Dianne Stokes

Seconded: Cr Sharen Lake

CARRIED UNANIMOUSLY

Resolved OM-23/145

Cr Jackson, Cr Lake, Cr McAdam voted for Councillor Sharen Lake. (3)

Acting Mayor O'Donnell, Cr Marlow, Cr Stokes and Cr Peterson voted for Councillor Greg Marlow. (4)

Council gave a round of applause for Deputy Mayor Russell O'Donnell.

Cr Marlow will be Acting Mayor from Thursday 28 September 2023.





General Business

12.2 Request for donation - Tingkarli Paddlers

MOTION

That Council defers to the next meeting and request the CEO write to Tingkarli Paddlers as to its identity and

- a) Whether its incorporated and insured
- b) And if there is any conflict of interest

RESOLVED

Moved: Deputy Mayor Russell O'Donnell
Seconded: Cr Elliott McAdam

CARRIED UNANIMOUSLY

Resolved OM-23/147

Cr Marlow asked if there was already a sea container. CEO confirmed there are quite a few being cleaned out right now.

Acting Mayor said if the Council already owns sea containers that aren't being used, it could be located at the Lake for it to be used for storage.

Cr McAdam questioned if Tingkarli Paddlers was a separate entity or part of BRC. The Acting Mayor said Tingkarli Paddlers is not part of BRC.

Cr McAdam said the sea container was asset of Barkly Regional Council.

Acting Mayor said he recognised what Mr McAdam was asking regarding the need for more information about the Tingkarli Paddlers and if it has public liability and insurance.

Cr McAdam said Council needs a detailed program and information about its structure to protect Council.

General Business

12.3 Request for Donation - TC Primary School Choir

MOTION

That Council:

- a) Approves the donation to the Tennant Creek Primary School Choir.
- b) The CEO contact the Primary School to determine how much the Choir need
- b) Cr Lake and Cr Stokes moved to donate up to \$1,500

RESOLVED

Moved: Cr Sharen Lake
Seconded: Cr Dianne Stokes

CARRIED UNANIMOUSLY

Resolved OM-23/148

Cr Lake said the choir is great for our young children and the event is great for their exposure. Cr Lake recommended \$1,500 and was supported by Cr Stokes.

Cr McAdam asked if the Council was setting a precedent when no specific amount had been requested.





General Business

MOTION

That Council move the previous discussion into Confidential Section.

RESOLVED

Moved: Cr Greg Marlow

Seconded: Cr Sharen Lake

CARRIED UNANIMOUSLY

Resolved OM-23/150

MOTION

Cr McAdam requests Barkly Regional Council hold a formal function in recognition of former Cr Hayes, Walker, Ruger and late Mr RP to recognise contribution and commitment to BRC and Tennant Creek Town Council and

- a) Invite a sector of the community and families of the former Councillors
- c) Pay respect to the former Councillors

RESOLVED

Moved: Cr Elliott McAdam

Seconded: Cr Sharen Lake

CARRIED

Resolved OM-23/151

CEO suggested to think that the new CEO will be starting soon and it might be an opportune time to hold it then and be a good time for community to get to know the new CEO. Cr McAdam agreed.

Acting Mayor O'Donnell and Cr Marlow voted against the motion.

MOTION

That Council asks the CEO to write to DIPL and ask for clarification on the quality of water that stored at the roadside rests and if the water is fit for human consumption and seek a response to report back to Council.

RESOLVED

Moved: Cr Dianne Stokes

Seconded: Cr Lucy Jackson

CARRIED UNANIMOUSLY

Resolved OM-23/149

Cr Stokes highlighted a concern of the potability of the water on roadside rests.



13 CORRESPONDENCE

Correspondence

13.1 Single Use Plastics Ban

Council received and note correspondence from the Local Government Association NT's regarding the NT Government's plan to ban single use plastics.

14 DECISION TO MOVE INTO CONFIDENTIAL SESSION

Members of the press and public be excluded from the meeting of the Closed Session and access to the correspondence and reports relating to the items considered during the course of the Closed Session be withheld. This action is taken in accordance with *Section 99(2) of the Local Government Act 2019* and *Regulation 51 of the Local Government (General) Regulations 2021* as the items listed to be discussed come within the following provisions: -

information about the employment of a particular individual as a member of the staff or possible member of the staff of the council that could, if publicly disclosed, cause prejudice to the individual;

information about the personal circumstances of a resident or ratepayer;

information that would, if publicly disclosed, be likely to:
cause commercial prejudice to, or confer an unfair commercial advantage on, any person; or

prejudice the maintenance or administration of the law; or

prejudice the security of the council, its members or staff; or

subject to subregulation (3) – prejudice the interests of the council or some other person;

information subject to an obligation of confidentiality at law, or in equity;

subject to subregulation (3) – information provided to the council on condition that it be kept confidential and would, if publicly disclosed, be likely to be contrary to the public interest;

subject to subregulation (2) – information in relation to a complaint of a contravention of the code of conduct.

MOTION

That Council move into Confidential Session

RESOLVED

Moved: Cr Dianne Stokes

Seconded: Cr Sharen Lake

CARRIED UNANIMOUSLY

The meeting moved into confidential session at 10.40am.





14.1 Confidential Items Register

REASONS FOR CONFIDENTIALITY

Status 51(1)(a) - This item is considered 'Confidential' pursuant to section 99(2) and 293(1) of the Local Government Act 2019 and section 51(1)(a) of the Local Government (General) Regulations 2021, which states a council may close to the public only so much of its meeting as comprises the receipt or discussion of, or a motion or both relating to, information about the employment of a particular individual as a member of the staff or possible member of the staff of the council that could, if publicly disclosed, cause prejudice to the individual.

14.2 LGU Compliance Concerns

REASONS FOR CONFIDENTIALITY

Status 51(1)(a) - This item is considered 'Confidential' pursuant to section 99(2) and 293(1) of the Local Government Act 2019 and section 51(1)(a) of the Local Government (General) Regulations 2021, which states a council may close to the public only so much of its meeting as comprises the receipt or discussion of, or a motion or both relating to, information about the employment of a particular individual as a member of the staff or possible member of the staff of the council that could, if publicly disclosed, cause prejudice to the individual.

14.3 Rate Request Property Number 104584

REASONS FOR CONFIDENTIALITY

Status 51(1)(a) - This item is considered 'Confidential' pursuant to section 99(2) and 293(1) of the Local Government Act 2019 and section 51(1)(a) of the Local Government (General) Regulations 2021, which states a council may close to the public only so much of its meeting as comprises the receipt or discussion of, or a motion or both relating to, information about the employment of a particular individual as a member of the staff or possible member of the staff of the council that could, if publicly disclosed, cause prejudice to the individual.

14.4 Rate Request Property Number 101688

REASONS FOR CONFIDENTIALITY

Status 51(1)(a) - This item is considered 'Confidential' pursuant to section 99(2) and 293(1) of the Local Government Act 2019 and section 51(1)(a) of the Local Government (General) Regulations 2021, which states a council may close to the public only so much of its meeting as comprises the receipt or discussion of, or a motion or both relating to, information about the employment of a particular individual as a member of the staff or possible member of the staff of the council that could, if publicly disclosed, cause prejudice to the individual.



14.6 Correspondence from the Local Government Unit

REASONS FOR CONFIDENTIALITY

Status 51(1)(f) - This item is considered 'Confidential' pursuant to section 99(2) and 293(1) of the Local Government Act 2019 and section 51(1)(f) of the Local Government (General) Regulations 2021, which states a council may close to the public only so much of its meeting as comprises the receipt or discussion of, or a motion or both relating to, subject to subregulation (2) - information in relation to a complaint of a contravention of the code of conduct .

14.7 Breach of CEO Code of Conduct Complaint

REASONS FOR CONFIDENTIALITY

Status 51(1)(a) - This item is considered 'Confidential' pursuant to section 99(2) and 293(1) of the Local Government Act 2019 and section 51(1)(a) of the Local Government (General) Regulations 2021, which states a council may close to the public only so much of its meeting as comprises the receipt or discussion of, or a motion or both relating to, information about the employment of a particular individual as a member of the staff or possible member of the staff of the council that could, if publicly disclosed, cause prejudice to the individual.

The report will be dealt with under Section 99 (2) of the Local Government Act 2019 and Regulation 51 (a) and (d) of the Local Government (General) Regulations 2021. It contains information about the employment of a particular individual as a member of the staff or possible member of the staff of the council that could, if publicly disclosed, cause prejudice to the individual; AND information subject to an obligation of confidentiality at law, or in equity.

That pursuant to section 99(2) and 293(1) of the Local Government Act 2019 and section 51(1)(a) of the Local Government (General) Regulations 2021 the meeting be re-opened to the public at 12 noon.

The meeting paused for lunch at 12 noon.

Cr Corbett left the meeting at 12.13pm.



15 NEXT MEETING AND MEETING CLOSE

MOTION

That Council close the meeting.

RESOLVED

Moved: Cr Dianne Stokes

Seconded: Cr Mark Peterson

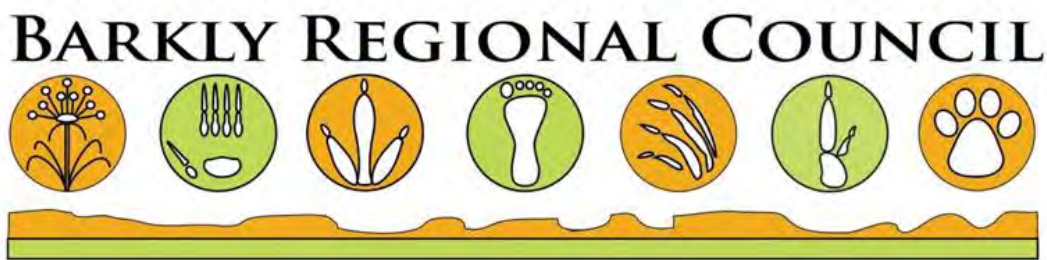
CARRIED UNANIMOUSLY

Resolved OM-23/146

The next Ordinary Council Meeting of Barkly Regional Council will be held Thursday 26 October 2023.

The meeting closed at 3.23pm.

This page and the preceding 18 pages are the minutes of the meeting of the Ordinary Council Meeting held on 27 September 2023 and are unconfirmed.



MINUTES SPECIAL COUNCIL MEETING

The meeting of the Special Council Meeting of the Barkly Regional Council was held in Council Chambers, 41 Peko Road, Tennant Creek on Tuesday 10 October 2023 at 10:00 am.

Romeo Mutsago

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.

Special Council Meeting 10 October 2023



1 OPENING AND ATTENDANCE

1.1 Elected Members Present

Meeting commenced at 10am with Acting Mayor Cr Greg Marlow as Chair

Elected Members Present

- Cr. Russell O'Donnell
- Cr. Dianne Seri Stokes
- Cr. Anita Bailey
- Cr. Lennie Barton
- Cr. Pam Corbett
- Cr. Elliott McAdam
- Cr. Sharen Lake
- Cr. Mark Peterson
- Cr. Greg Marlow

1.2 Staff Members Present

Staff Members Present

- Romeo Mutsago - Deputy Chief Executive Officer
- Emmanuel Okumu - Governance Manager
- Nagaraju Kharra - ICT Specialist

1.3 Visitors Present

Visitors Present

- Rebecca Moore
- John Fitz
- Ronald Murphy
- Anna Malgorzewicz - Dept Chief Minister & Cabinet Local Government Unit
- Hugh King - Dept Chief Minister & Cabinet Local Government Unit

1.4 Apologies and Leave of Absence

Apologies

- Mayor Jeffrey McLaughlin

1.5 Disclosure of Interest

Acting Mayor Greg Marlow, Cr Elliot McAdam and Cr Sharen Lake declared a conflict of interest with Item 2.1 - ARC payment.

1.6 Review of Disclosure of Interest

Acting Mayor Greg Marlow, Councillor Elliot McAdam and Sharen Lake declared an interest in item 2.1, and will manage this by moving out of the meeting.



Special Council Meeting 10 October 2023



2 CHIEF EXECUTIVE OFFICERS REPORTS

Chief Executive Officers Reports

2.1 ARC PAYMENT

MOTION

That Council reviews Audit & Risk Committee sitting allowances and;

- a) Considers the statutory guideline classified under section 10(1) (Remuneration and Other Entitlements) Act 2006.
- b) The Audit & Risk Committee sitting allowance be adjusted to include:
 - the Chair \$959 per meeting.
 - the committee member \$719.
 - flat travel time allowance for independent members to attend the meeting in Tennant Creek for \$800.
 - Councillors on the Committee are paid the standard extra meeting allowance.

RESOLVED

Moved: Deputy Mayor Russell O'Donnell

Seconded: Cr Anita Bailey

CARRIED UNANIMOUSLY

Resolved SCM-23/1



Special Council Meeting 10 October 2023



Chief Executive Officers Reports

2.2 Purkiss Committee

MOTION

That Council:

- a) considers the nomination forms received and appoints Wayne Green, Jason Dunemann and Telvan Clegg to the Purkiss Committee.
- b) considers email interest received and appoints Ray Wallis and Stewart Willey to the Purkiss Committee.
- c) appoints Cr Sharen Lake and Cr Greg Marlow to the Purkiss Committee.
- d) directs the CEO to communicate with Ray Wallis and Stewart Willey and ask them to submit late nomination forms.
- e) directs the first Purkiss committee meeting be held on Friday 13th October 2023 at 11:59 am
- f) directs the CEO to communicate to the appointed members and inform them of their appointment and the meeting on the 13 October.

RESOLVED

Moved: Cr Elliott McAdam

Seconded: Cr Lennie Barton

CARRIED UNANIMOUSLY

Resolved SCM-23/2

Cr Elliott McAdam returned to the meeting at 11:01 am, Acting Mayor Greg Marlow returned to the meeting at 11:02am and Cr Sharen Lake returned to the meeting at 11:02am.

MOTION

That Council:

- a) Receives and notes the petition from (Rebecca Moore, John Fitz and Ronald Murphy), a group that was ushered in and introduced to the Council by Cr Elliot McAdam.
- b) Directs the Deputy CEO Romeo Mutsago to write to the petitioners and inform them that the Council received their petition and Council will table it for discussion in Council at its Ordinary Meeting on 26th October 2023.
- c) Discusses part of the petition at the Ordinary Council Meeting on 26 October 2023.
- d) Seeks legal advice regarding the content of the petition since the matter raised is already under police investigation.

RESOLVED

Moved: Acting Mayor Greg Marlow

Seconded: Cr Mark Peterson

CARRIED

Resolved SCM-23/3

Special Council Meeting 10 October 2023



MOTION

That Council:

- a) allows the Acting Mayor to inform the community that the Council is aware of the current community concern raised in the petition and that the matter is under police investigation.
- b) informs Councillors to refrain from commenting on this matter and let the police conduct the investigation independently.
- c) asks the Acting Mayor to inform the public that Council operations, administration and Council services to the communities are running well and unaffected by the current situation surrounding the Mayor.

RESOLVED

Moved: Cr Russell O'Donnell

Seconded: Cr Lennie Barton

CARRIED

Resolved SCM-23/4

Cr Elliott opposed the motion, citing he disagrees with refraining from commenting. He wants information about the Mayor's alleged conduct widely published in all media outlets and community made aware of Council's position.

MOTION

That Council:

- a) allows Cr McAdam to take photos of the petitioners presenting their petition to Council at the meeting
- b) Notes Cr McAdam's comment that he will share those pictures with the petitioners.

RESOLVED

Moved: Cr Elliott McAdam

Seconded: Cr Anita Bailey

CARRIED

Resolved SCM-23/5

Acting Mayor Greg Marlow and Cr Russell O'Donnell abstained from the vote.

Special Council Meeting 10 October 2023



MOTION

That Council:

- a) Directs the Acting CEO to report to the Council on when the swimming pool will open to the community.
- b) Directs the Acting CEO to bring to the next Council meeting a detailed report on what happened to the money allocated in 2022 for lighting and roads.
- c) That at the next Council meeting, the Acting CEO will bring to the Council a comprehensive report on Ali Curung Youth Centre, what happened and where a further 3.1 million will come from.

RESOLVED

Moved: Cr Sharen Lake

Seconded: Cr Russell O'Donnell

CARRIED UNANIMOUSLY

Resolved SCM-23/6

3 NEXT MEETING AND MEETING CLOSE

The meeting closed at 11.25am.

The Ordinary Council Meeting will be held at 8.30am on Thursday 26 October 2023.

This page and the preceding 5 pages are the Minutes of the Special Council Meeting held on Tuesday 10 October 2023 and are unconfirmed.

3 ACTIONS FROM PREVIOUS MINUTES

Actions from previous Minutes

3.1 Actions from Previous Minutes

Author Tash Adams (Executive Manager)

RECOMMENDATION

That Council receives and notes the actions arising from previous Ordinary Council Meetings.

ATTACHMENTS:

1. Action Register [3.1.1 - 15 pages]

Action Register

Search Criteria

Showing Completed Items: No

Applied Filters

Meeting Types: Ordinary Council Meeting, Special Council Meeting, Supplementary Council Meeting

Generated By: Tash Adams

Generated On: 19/10/2023 at 2:17pm

Meeting Date	Document	Item No.	Item	Status	Action Required	Assignee/s	Action Taken	Due Date	Completed (Overdue)
29/06/2023	Ordinary Meeting of Council 29 June 2023	7.2	Adoption of Draft Regional Plan 2023-24	Not yet started	* A review of the organisational re-structure be undertaken when the Budget review in October/November occur	Darren Lovett, Gillian Molloy, Lauren McDonnell, Russell Anderson, Troy Koch		19/10/2023	
29/06/2023	Ordinary Meeting of Council 29 June 2023	7.4	Finance Directorate Report YTD 31 May 2023	In Progress	a) advertise an expression of interest for an independent, expert procurement policy review set against best practices. b) be provided an electronic monthly purchase report.	Romeo Mutsago, Russell Anderson, Tash Adams	07/07/2023 Tash Adams The EOI was advertised in the NT News and the Tennant & District Times on Friday 7 July.	26/10/2023	
31/08/2023	Ordinary Meeting of Council 31 August 2023	8.1	Tennant Creek Directorate Report	Completed	a) That Councillors McAdam, Marlow and Stokes work with CEO and Director of Tennant Creek surrounding the dog issues.	Lauren McDonnell, Russell Anderson, Troy Koch	20/09/2023 Lauren McDonnell	21/09/2023	Overdue by: 29 days
31/08/2023	Ordinary Meeting of Council 31 August 2023	9.1	Fitness & Wellness Centre July 2023	Completed	MOTION That Council requests the Tennant Creek Director to undertake an audit of the gym equipment, operational capacity, and opening hours. RESOLVED Moved: Cr Greg Marlow Seconded: Cr Pam Corbett CARRIED UNANIMOUSLY <i>Resolved OM-23/97</i>	Lauren McDonnell, Russell Anderson, Tash Adams, Thomas Machin, Troy Koch	20/09/2023 Lauren McDonnell	21/09/2023	Overdue by: 29 days

Meeting Date	Document	Item No.	Item	Status	Action Required	Assignee/s	Action Taken	Due Date	Completed (Overdue)
					MOTION That the CEO and Acting Mayor contact the relevant mining companies which are operating in our area for a discussion around the use of a gym and a general update on operations and potential presentation to Council. RESOLVED Moved: Deputy Mayor Russell O'Donnell Seconded: Cr Sharen Lake CARRIED UNANIMOUSLY <i>Resolved OM-23/98</i>				
31/08/2023	Ordinary Meeting of Council 31 August 2023	10.1	Director Operations - Remote Communities - operations update AUG23	In Progress	MOTION That Council receives and notes for August 2023. RESOLVED Moved: Cr Elliot McAdam Seconded: Cr Jack Clubb CARRIED UNANIMOUSLY <i>Resolved OM-23/103</i> CEO reported to Council there are serious fires in Alpururulam at the moment and two of the fires are inside Council's fire break. He reported the Area Manager is concerned about the fires and there is no grader available in the area. Cr Lake said a lot of corporate knowledge has	Barry Nattrass, Russell Anderson, Tash Adams, Troy Koch	11/09/2023 Tash Adams 1 September 2023: Alpururulam Area Manager Heather Smith reported the Alpururulam grader is in Alpururulam. It has undergone repairs in community with the visiting Mt Isa mechanic and is now operational.	21/09/2023	Overdue by: 29 days

Meeting Date	Document	Item No.	Item	Status	Action Required	Assignee/s	Action Taken	Due Date	Completed (Overdue)
					<p>gone from the organisation and suggested there be an audit of fire equipment in communities. Cr McAdam asked if identified issues with existing plans and Council should give power to CEO to write to NTG to seek funds to implement fire plan to upgrade or hire graders.</p> <p>MOTION</p> <p>That Council:</p> <p>a) Requests the CEO to instruct the Director of Tennant Creek to contact Tennant Creek Fire Department to notify the Director when it intends to conduct burn-offs so Council can communicate to the public when they occur.</p> <p>b) Locate where the Alpururulam grader is at the moment and if it is operational.</p> <p>RESOLVED</p> <p>Moved: Deputy Mayor Russell O'Donnell</p> <p>Seconded: Cr Pam Corbett</p> <p>CARRIED UNANIMOUSLY</p> <p><i>Resolved OM-23/104</i></p> <p>Cr Corbett asked where the Alpururulam grader is at the moment and if it is operational.</p>				

Meeting Date	Document	Item No.	Item	Status	Action Required	Assignee/s	Action Taken	Due Date	Completed (Overdue)
					<p>MOTION That Council instructs the CEO to check BRC's community fire management plans and report back to Council at its next meeting</p> <p>RESOLVED Moved: Cr Dianne Stokes Seconded: Cr Pam Corbett</p> <p>CARRIED UNANIMOUSLY</p> <p><i>Resolved OM-23/105</i></p>				
					<p>MOTION That Council</p> <p>a) Identifies deficiencies in the fire management plans for Barkly communities</p> <p>b) That Council instructs the CEO to write to the NT Government urgently to request funding for the immediate implementation to mitigate risk factors around the risk to life and wellbeing to people, animals and property.</p> <p>RESOLVED Moved: Cr Elliot McAdam Seconded: Cr Dianne Stokes</p> <p>CARRIED UNANIMOUSLY</p> <p><i>Resolved OM-23/106</i></p>				

Meeting Date	Document	Item No.	Item	Status	Action Required	Assignee/s	Action Taken	Due Date	Completed (Overdue)
31/08/2023	Ordinary Meeting of Council 31 August 2023	11.1	Financial Report for the period ended 31st July 2023	Completed	MOTION That Council requests the CEO to instruct Finance to include the prior year's comparable balance sheets in all future reports. RESOLVED Moved: Cr Greg Marlow Seconded: Cr Dianne Stokes CARRIED UNANIMOUSLY <i>Resolved OM-23/108</i>	Romeo Mutsago, Russell Anderson, Sunil Neupane	20/09/2023 Romeo Mutsago FY2023 comparative information incorporated in August 2023 financials	21/09/2023	Overdue by: 29 days
31/08/2023	Ordinary Meeting of Council 31 August 2023	13.1	Remuneration Tribunal submissions invited	Not yet started	MOTION That Council notes the invitation for written submissions to the Remuneration Tribunal and a) That councillors provide a draft copy to the CEO to be tabled at the next meeting. RESOLVED Moved: Cr Sharen Lake Seconded: Cr Elliot McAdam CARRIED UNANIMOUSLY <i>Resolved OM-23/114</i>	Tash Adams		21/09/2023	Overdue by: 29 days
28/09/2023	Ordinary Meeting of Council 27 September 2023	7.2	Implementation of Docs on Tap	Awaiting internal response	This item was deferred to the next meeting due to no presentation provided. Acting Mayor O'Donnell noted if Councillors still required a hard copy, they can request a copy be supplied.	Grant Hanson		25/10/2023	

Meeting Date	Document	Item No.	Item	Status	Action Required	Assignee/s	Action Taken	Due Date	Completed (Overdue)
					MOTION That Council training be provided to elected members on the use of the iPads and Docs on Tap. RESOLVED Moved: Cr Greg Marlow Seconded: Cr Lucy Jackson CARRIED UNANIMOUSLY <i>Resolved OM-23/138</i>				
28/09/2023	Ordinary Meeting of Council 27 September 2023	9.1	Director of Tennant Creek Report	Not yet started	MOTION That Council request the CEO to come back to Council with a report on the best location for a public crossing and speed limit from corner of Peko Park to wherever applicable past the Tennant Creek Youth Centre. RESOLVED Moved: Cr Lucy Jackson Seconded: Cr Dianne Stokes CARRIED UNANIMOUSLY <i>Resolved OM-23/139</i>	Romeo Mutsago		19/10/2023	Overdue by: 1 days
28/09/2023	Ordinary Meeting of Council 27 September	9.3	Karguru Park	Not yet started	MOTION That Council:	Lauren McDonnell, Surya Godavarthi, Troy		28/10/2023	

Meeting Date	Document	Item No.	Item	Status	Action Required	Assignee/s	Action Taken	Due Date	Completed (Overdue)
	r 2023				<p>a) Receives and notes the report b) Requests the Director of Tennant Creek to report back to Council with prospective areas for a location for future a Dog Park.</p> <p>RESOLVED Moved: Deputy Mayor Russell O'Donnell Seconded: Cr Dianne Stokes</p> <p>CARRIED UNANIMOUSLY</p> <p><i>Resolved OM-23/140</i></p> <p>Acting CEO said the park is used regularly by kids kicking a football and himself and other locals use it to keep fit. He suggested perhaps there is other Council land that could be fenced and turned into a park.</p> <p>Cr Marlow pointed out that Cr McAdam suggested at the Workshop there should be consultation with Patta Group and other Traditional Owners.</p>	Koch			
28/09/2023	Ordinary Meeting of Council 27 September 2023	9.4	Swimming Pool BBQ and Shelter	Not yet started	<p>MOTION That Council a) Receives and notes the request from Tennant Creek Local Authority about a second BBQ and shelter at the pool b) Requests the Tennant Creek Director to source quotes for the works for a second barbecue and shade installation at the Swimming Pool and report to Council and the Patta Ward Local Authority for consideration.</p>	Lauren McDonnell, Surya Godavarthi, Troy Koch		28/10/2023	

Meeting Date	Document	Item No.	Item	Status	Action Required	Assignee/s	Action Taken	Due Date	Completed (Overdue)
					RESOLVED Moved: Deputy Mayor Russell O'Donnell Seconded: Cr Greg Marlow CARRIED UNANIMOUSLY <i>Resolved OM-23/141</i>				
28/09/2023	Ordinary Meeting of Council 27 September 2023	9.5	Tennant Creek Local Authority 19 Sept 2023 Minutes	Not yet started	MOTION That Council: a) Notes the previous TC Local Authority Minutes b) Requests the CEO to add the idea of bi-annual joint local authority meeting in November to the next meeting agenda RESOLVED Moved: Cr Greg Marlow Seconded: Cr Lucy Jackson CARRIED UNANIMOUSLY <i>Resolved OM-23/142</i> Council received and noted the minutes from the Tennant Creek Local Authority meeting held on 19 September 2023. Cr Marlow said discussion come up yesterday at the Council workshop to come up with annual or bi-annual Local Authority meeting. Where LA Members could have a chat about common interests or concerns.	Barry Nattrass, Romeo Mutsago		23/11/2023	

Meeting Date	Document	Item No.	Item	Status	Action Required	Assignee/s	Action Taken	Due Date	Completed (Overdue)
28/09/2023	Ordinary Meeting of Council 27 September 2023	10.1	Purkiss Reserve Redevelopment	Not yet started	Cr McAdam asked if Mr Green could be contacted on the status of the Purkiss Reserve Working Group and be added to the group.	Romeo Mutsago		08/09/2023	Overdue by: 41 days
28/09/2023	Ordinary Meeting of Council 27 September 2023	11.2	Procurement Policy Review	Not yet started	<p>MOTION</p> <p>That Council:</p> <p>A. Receives and notes the expressions of interest received; as well as</p> <p>B. Approves Stantons as preferred consultant.</p> <p>C. That Councillors be consulted and contacted around the Terms of Reference to provide input if required.</p> <p>RESOLVED</p> <p>Moved: Cr Greg Marlow</p> <p>Seconded: Cr Elliott McAdam</p> <p>CARRIED UNANIMOUSLY</p> <p><i>Resolved OM-23/143</i></p> <p>Cr McAdam asked if the Terms of Reference would be created after Stanton's has been approved as the preferred consultant. Cr McAdam referred to an email to Council on 19 September to be part of the Terms of Reference.</p> <p>The Chief Financial Officer advised if Council approves, the Terms of Reference would be discussed at the next Audit and Risk Committee meeting.</p> <p>Cr McAdam insisted there was a difference</p>	Romeo Mutsago, Sunil Neupane		28/10/2023	

Meeting Date	Document	Item No.	Item	Status	Action Required	Assignee/s	Action Taken	Due Date	Completed (Overdue)
					between being consulted and contacted, and requested the motion include the word "contacted".				
28/09/2023	Ordinary Meeting of Council 27 September 2023	11.3	Westpac Bank accounts	Not yet started	<p>MOTION That Council: A. Receive and note the Finance Report regarding Westpac Bank account. B. Approve transfer of bank balances in Westpac Bank accounts to ANZ</p> <p>RESOLVED Moved: Cr Sharen Lake Seconded: Cr Greg Marlow</p> <p>CARRIED UNANIMOUSLY</p> <p><i>Resolved OM-23/144</i></p> <p>Cr Marlow asked if the \$6m was tied to anything and suggested if not, to earmark it towards the commitment to the Barkly Regional Deal.</p> <p>Acting CEO said BRC needs money to operate and suggested investing the money to generate interest. He said since the closure of the Westpac branch in Tennant Creek, it made sense to move the funds to ANZ where a branch can be accessed locally.</p> <p>The meeting paused for a break at 2.26pm.</p>	Romeo Mutsago, Sunil Neupane		28/10/2023	

Meeting Date	Document	Item No.	Item	Status	Action Required	Assignee/s	Action Taken	Due Date	Completed (Overdue)
28/09/2023	Ordinary Meeting of Council 27 September 2023	12.1	Appointment of Deputy Principal Member	Completed	<p>MOTION</p> <p>That Council:</p> <p>a) Decide the appointment of the Deputy Principal Member by show of hands</p> <p>(b) That Council appoint Councillor Greg Marlow to the position of Deputy Principal Member for a 12month period ending at the Council Meeting in September 2024.</p> <p>(c) Acknowledge and thank Cr Russell O'Donnell for his hard work and service in the role for the 12-month period.</p> <p>RESOLVED</p> <p>Moved: Cr Dianne Stokes</p> <p>Seconded: Cr Sharen Lake</p> <p>CARRIED UNANIMOUSLY</p> <p><i>Resolved OM-23/145</i></p> <p>Cr Jackson, Cr Lake, Cr McAdam voted for Councillor Sharen Lake. (3)</p> <p>Acting Mayor O'Donnell, Cr Marlow, Cr Stokes and Cr Peterson voted for Councillor Greg Marlow. (4)</p> <p>Council gave a round of applause for Deputy Mayor Russell O'Donnell.</p> <p>Cr Marlow will be Acting Mayor from Thursday 28 September 2023.</p>	Tash Adams	<p>28/09/2023 Tash Adams</p> <p>No action required.</p>	28/10/2023	
28/09/2023	Ordinary	12.2	Request	Not yet	MOTION	Tash		28/10/2023	

Meeting Date	Document	Item No.	Item	Status	Action Required	Assignee/s	Action Taken	Due Date	Completed (Overdue)
3	Meeting of Council 27 September 2023		for donation - Tingkarli Paddlers	started	<p>That Council defers to the next meeting and request the CEO write to Tingkarli Paddlers as to its identity and</p> <p>a) Whether its incorporated and insured</p> <p>b) And if there is is any conflict of interest</p> <p>RESOLVED</p> <p>Moved: Deputy Mayor Russell O'Donnell</p> <p>Seconded: Cr Elliott McAdam</p> <p>CARRIED UNANIMOUSLY</p> <p><i>Resolved OM-23/147</i></p>	Adams		3	
28/09/2023	Ordinary Meeting of Council 27 September 2023	12.3	Request for Donation - TC Primary School Choir	Not yet started	<p>MOTION</p> <p>Cr McAdam requests Barkly Regional Council hold a formal function in recognition of former Cr Hayes, Walker, Ruger and late Mr RP to recognise contribution and commitment to BRC and Tennant Creek Town Council and</p> <p>a) Invite a sector of the community and families of the former Councillors</p> <p>c) Pay respect to the former Councillors</p> <p>RESOLVED</p> <p>Moved: Cr Elliott McAdam</p> <p>Seconded: Cr Sharen Lake</p> <p>CARRIED</p> <p><i>Resolved OM-23/151</i></p> <p>CEO suggested to think that the new CEO will be</p>	Romeo Mutsago		28/10/2023	

Meeting Date	Document	Item No.	Item	Status	Action Required	Assignee/s	Action Taken	Due Date	Completed (Overdue)
					<p>starting soon and it might be an opportune time to hold it then and be a good time for community to get to know the new CEO. Cr McAdam agreed.</p> <p>Acting Mayor O'Donnell and Cr Marlow voted against the motion.</p>				
28/09/2023	Ordinary Meeting of Council 27 September 2023	12.3	Request for Donation - TC Primary School Choir	Not yet started	<p>MOTION</p> <p>That Council asks the CEO to write to DIPL and ask for clarification on the quality of water that stored at the roadside rests and if the water is fit for human consumption and seek a response to report back to Council.</p> <p>RESOLVED</p> <p>Moved: Cr Dianne Stokes</p> <p>Seconded: Cr Lucy Jackson</p> <p>CARRIED UNANIMOUSLY</p> <p><i>Resolved OM-23/149</i></p> <p>Cr Stokes highlighted a concern of the potability of the water on roadside rests.</p>	Romeo Mutsago		28/10/2023	
28/09/2023	Ordinary Meeting of Council 27 September 2023	12.3	Request for Donation - TC Primary School Choir	Not yet started	<p>MOTION</p> <p>That Council:</p> <p>a) Approves the donation to the Tennant Creek Primary School Choir.</p> <p>b) The CEO contact the Primary School to determine how much the Choir need</p> <p>b) Cr Lake and Cr Stokes moved to donate up to \$1,500</p> <p>RESOLVED</p>	Romeo Mutsago, Tash Adams		28/10/2023	

Meeting Date	Document	Item No.	Item	Status	Action Required	Assignee/s	Action Taken	Due Date	Completed (Overdue)
					<p>Moved: Cr Sharen Lake Seconded: Cr Dianne Stokes</p> <p>CARRIED UNANIMOUSLY</p> <p><i>Resolved OM-23/148</i></p> <p>Cr Lake said the choir is great for our young children and the event is great for their exposure. Cr Lake recommended \$1,500 and was supported by Cr Stokes.</p> <p>Cr McAdam asked if the Council was setting a precedent when no specific amount had been requested.</p>				

4 ADDRESSING THE MEETING

Nil

5 MAYOR'S REPORT

Nil

6 CHIEF EXECUTIVE OFFICERS REPORTS

Chief Executive Officers Reports

6.1 Reviewed CEO Allowance Policy

Author Emmanuel Okumu (Governance Manager)

RECOMMENDATION

That Council resolves to endorse the CEO Allowances & Other Benefits Policy.

SUMMARY

Under s 174 of the Act, Council is required to adopt policies in relation to allowances and any other benefits for the CEO.

The following CEO allowance policy has been updated to be in conformity with the requirements of the Act and is hereby presented to Council for adoption.

BACKGROUND

Under the Local Government Act 2019, the Council is required to adopt policies in relation to allowances and any other benefits for the CEO.

Following the appointment of the new CEO, the Policy has been updated in accordance with standard requirement to conform with the Act.

ATTACHMENTS:

CEO Allowance & Other Benefits Policy [2 Pages]

POLICY

TITLE:	CEO ALLOWANCES AND OTHER BENEFITS		
DIRECTORATE:	COUNCIL		
ADOPTED BY:	COUNCIL RESOLUTION:		
DATE OF ADOPTION:	September 2023	DATE OF REVIEW:	CEO Recruitment
POLICY NUMBER:	CP75		
LEGISLATIVE REF:	Local Government Act 2019 (NT) Section 174 Allowances and other benefits policy (1) A council must, by resolution, adopt a policy in relation to allowances and any other benefits for the CEO.		

1. INTRODUCTION

1.1. Purpose

The purpose of this policy is to set out CEO allowances and other benefits which forms part of the CEO total remuneration package, including allowances, vehicle and accommodation.

1.2. Scope

The Chief Executive Officer (CEO)

1.3. Policy Objectives

- 1) Clearly define benefits that form part of the CEO Total Remuneration Package.
- 2) General expenses and other benefits for which the CEO is otherwise entitled to receive for reimbursement of reasonable costs incurred in the performance of the role.

2. POLICY STATEMENT

2.1 Superannuation

- 1) The compulsory superannuation contributions in accordance with the Superannuation Law; currently 11% within the Superannuation Guarantee (Administration) Act 1992.
- 2) Additional 1% Superannuation to bring the total Superannuation value to a total of 12%.

2.2 Vehicle

- 1) The CEO is entitled to private use of a fully maintained Council Vehicle. Your usage of this vehicle for both private and Council purpose must be in accordance with the use of Council Vehicle Policy, up to the value of \$15,000.
- 2) Private use means within the Northern Territory, the vehicle is not to be used for travel outside the Northern Territory without prior approval from Council, which will include a requirement that the CEO pay running cost during any such travel.

2.3 Accommodation

- 1) Council will provide suitable accommodation with all rent paid in respect of the accommodation up to the value of \$17,160.00.
- 2) Council will provide basic garden maintenance to be provided by contractors.

- 3) Council will pay all cost associated with connection, supply and reasonable usage of electricity and water.

2.4 General Expenses and Benefits

- 1) The CEO is entitled to reasonable costs incurred in the performance of the role including;
 - a. Uniforms as per (HR15) Uniform And Personal Protective Equipment Policy
 - b. Laptop including data sim and any software required for the role;
 - c. Mobile phone
 - d. Internet connectivity at place of residence.

2.5 Relocation Assistance

- 1) Relocation assistance available up to \$20,000 subject to (HR16) Relocation Policy.

3. RELEVANT POLICIES

Policies to be read in conjunction with this policy are:

- 1) CP58 Vehicle Use Policy
- 2) HR 06 Staff Housing Policy Tennant Creek
- 3) HR16 Relocation Policy

4. IMPLEMENTATION AND REVIEW

4.1. Implementation

The CEO, CFO will be made aware of this policy and this policy will be published on the Barkly Regional Council website at <https://www.barkly.nt.gov.au/council-documents/policies>.

4.2. Review

This policy will be reviewed on or before 01 July 2023

5. VARIATIONS, REVOCATIONS AND/OR CHANGES

Barkly Regional Council's reserves the right to revoke and/or amend this policy from time to time as is considered necessary to better manage its business and/or to comply with any legislative requirements. Employees will be given sufficient notice of any such revocations, amendments, or changes.

6. APPROVAL

This policy is approved or not approved. *Select correct action.*

Romeo Mutsago

A/Chief Executive Officer

Signature

Dated

END

7 FINANCE REPORTS

Finance Reports

7.1 Financial Report - YTD 30 September 2023

Author Romeo Mutsago (Chief Finance Officer)

RECOMMENDATION

That Council receives and notes the Finance Report for the YTD 30 Sept. 2023.

SUMMARY

The report summaries the Finance Directorate activities for the YTD 30 Sept. 2023

BACKGROUND

Acquittals

All FY2023 acquittals have been prepared & lodged with the auditor for review.

ATO lodgements

As at 30 Sept. 2023, all statutory obligations are up to date – Business Activity Statements (BASs), Fringe Benefit Tax (FBT), Taxable Payments Annual Returns (TPARs), PAYG and Superannuation.

Staff compliment for Finance

As at 30 Sept. 2023, the finance directorate is reasonably staffed to enable normal independent checks of work to enhance internal controls within finance and BRC (Barkly Regional Council) broadly.

YTD Sept. 2023 financial statements

Financials are attached.

Results indicate a healthy financial position as at 30 Sept. 2023.

BRC is evidently solvent and able to meet its contractual obligations for a couple of months as and when they fall due and payable.

FY2023 audit

Auditors completed the FY2023 audit, and we are expecting the draft audited financial statement for review by the Audit Committee at any moment.

ATTACHMENTS:

1. Finance Report - September 2023 [7.1.1 - 9 pages]
2. September 20231 [7.1.2 - 10 pages]
3. Barkly Regional Council_-_ All purchase orders summary (2) (1) [7.1.3 - 10 pages]
4. To R - procurement policy review [7.1.4 - 2 pages]



BARKLY REGIONAL COUNCIL
ABN 32 171 281 456

Statement 1. Comparison of Actual Performance against Budget

Table 1.1 Income and Expenditure Statement for the month of September 2023

Account	YTD Actuals \$	YTD Budget \$	YTD Variance \$	Annual Budget \$
Operating Income				
Rates	4,282,289.04	4,202,511.00	79,778.04	4,202,511.00
Charges	1,195,994.92	1,195,995.00	(0.08)	1,195,995.00
Fees and Charges	80,551.00	286,423.50	(205,872.50)	1,145,694.00
Operating Grants and Subsidies	5,504,152.19	5,850,140.00	(345,987.81)	23,400,560.00
Interest/Investment Income	19,148.72	21,235.00	(2,086.28)	84,940.00
Commercial and Other Income	366,194.20	207,545.00	158,649.20	830,180.00
Total Operating Income	11,448,330.07	11,763,849.50	(315,519.43)	30,859,880.00
Operating Expenditure				
Employee Expenses	3,568,435.53	4,084,212.50	515,776.97	16,336,850.00
Materials and Contracts	2,141,456.99	2,238,075.00	96,618.01	8,952,300.00
Elected Member Allowances	72,088.67	96,470.00	24,381.33	385,880.00
Elected Member Expenses	15,984.53	90,957.50	74,972.97	363,830.00
Council Committee & LA Allowances	8,529.62	27,837.50	19,307.88	111,350.00
Council Committee & LA Expenses	57,298.14	4,135.00	(53,163.14)	16,540.00
Depreciation, Amortisation, and Impairment	829,637.10	829,632.50	(4.60)	3,318,530.00
Other Expenses	8.36	4,135.00	4,126.64	16,540.00
Total Operating Expenditure	6,693,438.94	7,375,455.00	682,016.06	29,501,820.00
Operating Surplus/Deficit	4,754,891.13	4,388,394.50	366,496.63	1,358,060.00

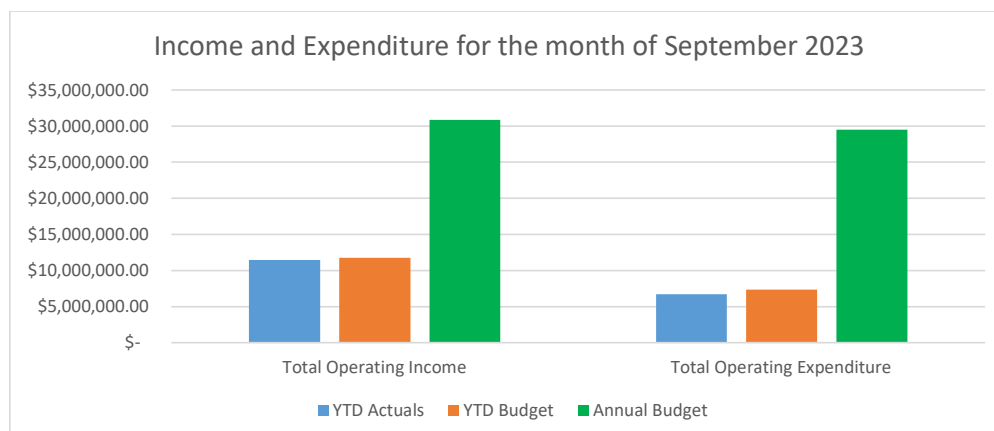
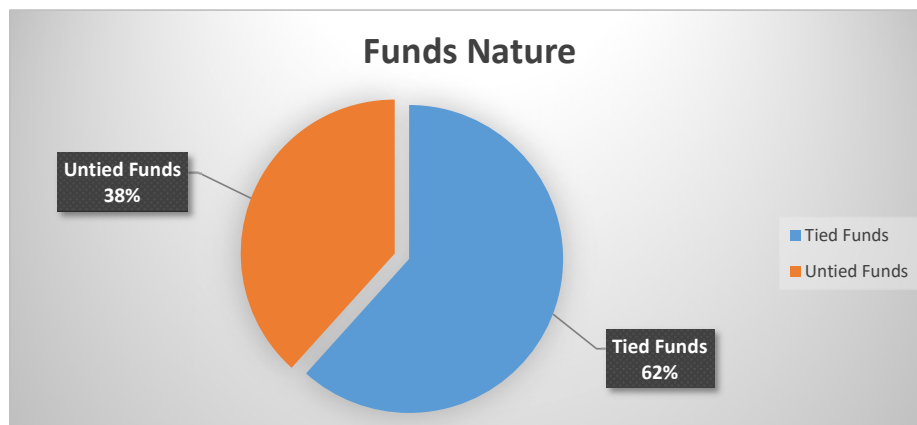




Table 1.2 Operating Position for the month of September 2023

	YTD Actuals \$	YTD Budget \$	YTD Variance \$	Annual Budget \$
BUDGETED OPERATING SURPLUS/DEFICIT	4,754,891.13	4,388,394.50	366,496.63	1,358,060.00
Remove NON-CASH ITEMS				
Less Non-Cash Income				
Add Back Non-Cash Expenses	829,637.10	829,637.10	0.00	3,318,530.00
TOTAL NON-CASH ITEMS	829,637.10	829,637.10	0.00	3,318,530.00
Less ADDITIONAL OUTFLOWS				
Capital Expenditure/Capital Works	257,298.04	125,000.00	(132,298.04)	500,000.00
Borrowing Repayments (Principal Only)				
Transfers to Reserves				
Other Outflows				
TOTAL ADDITIONAL OUTFLOWS	(257,298.04)	(125,000.00)	132,298.04	(500,000.00)
Add ADDITIONAL INFLOWS				
Capital Grants Income	0.00	0.00	0.00	0.00
Prior Year Carry Forward Tied Funding	0.00	0.00	0.00	1,124,371.00
Other Inflow of Funds				
Transfers from Reserves				
TOTAL ADDITIONAL INFLOWS	0.00	0.00	0.00	1,124,371.00
NET BUDGETED OPERATING POSITION	5,327,230.19	5,093,031.60	498,794.67	5,300,961.00





Statement 2. Capital Expenditure and Funding

Table 2.1 By class of infrastructure, property, plant, and equipment.

CAPITAL EXPENDITURE	YTD Actuals \$	YTD Budget \$	YTD Variance \$	Annual Budget \$
Land and Buildings	88,696.83	88,696.83	0.00	88,696.83
Infrastructure (including roads, footpaths, park furniture)	0.00	0.00	0.00	0.00
Plant and Machinery	50,736.91	35,833.33	(14,903.58)	215,000.00
Fleet	117,864.30	47,500.00	(70,364.30)	285,000.00
Other Assets (including furniture and office equipment)	0.00	0.00	0.00	0.00
Other Leased Assets	0.00	0.00	0.00	0.00
TOTAL CAPITAL EXPENDITURE	257,298.04	172,030.16	85,267.88	588,696.83
TOTAL CAPITAL EXPENDITURE FUNDED BY				
Operating Income (amount allocated to fund capital items)	168,601.21	41,666.67	(126,934.54)	500,000.00
Capital Grants	0.00	0.00	0.00	0.00
Transfers from Cash Reserves	0.00	0.00	0.00	0.00
Borrowings	0.00	0.00	0.00	0.00
Sale of Assets (including trade-ins)	0.00	0.00	0.00	0.00
Other Funding (BBRF Funding for Tennant Creek Youth Centre)	88,696.83	88,696.83	0.00	88,696.83
TOTAL CAPITAL EXPENDITURE FUNDING	257,298.04	130,363.50	126,934.54	588,696.83

Table 2.2 Report on Planned Major Capital Works for the month of September 2023

Class of Assets	By Major Capital Project *	Total Prior Year(s) Actuals (A)	YTD Actuals (B)	Total Actuals (C=A+B)	Total Planned Budget ** (D)	Total Yet to Spend \$ (E = D - C)	Expected Project Completion Date
Nil						0	
						0	
						0	
						0	
						0	
TOTAL ***		0	0	0	0	0	



Table 3. Monthly Balance Sheet

BALANCE SHEET AS AT 30 SEPTEMBER 2023	YTD Actuals	Note Reference*
ASSETS		
Cash at Bank		(1)
Tied Funds	5,104,962.57	
Untied Funds	3,171,028.61	
Accounts Receivable		
Trade Debtors	623,830.87	(2)
Rates & Charges Debtors	4,495,400.92	
Other Current Assets	3,171,228.61	
TOTAL CURRENT ASSETS	16,566,451.58	
Non-Current Financial Assets		
Property, Plant and Equipment	38,976,704.42	
TOTAL NON-CURRENT ASSETS	38,976,704.42	
TOTAL ASSETS	55,543,156.00	
LIABILITIES		
Accounts Payable	297,141.69	(3)
ATO & Payroll Liabilities	150,057.13	(4)
Current Provisions	964,651.55	
Other Current Liabilities	7,206.06	
TOTAL CURRENT LIABILITIES	1,419,056.43	
Non-Current Provisions	417,031.21	
Other Non-Current Liabilities	0.00	
TOTAL NON-CURRENT LIABILITIES	417,031.21	
TOTAL LIABILITIES	1,836,087.64	
NET ASSETS	53,707,068.36	
EQUITY		
Reserves	23,054,010.00	
Accumulated Surplus	30,653,058.36	
TOTAL EQUITY	53,707,068.36	



Note 1. Details of Cash and Investment Held

As of 30th September 2023, the Council's cash and cash equivalent balances amounted to \$10.65m. A breakdown of the Council's cash and cash equivalent balances are as follows:

Cash in Hand and at Bank

Transaction Account - ANZ				\$4,698,082.86
Trust account - WBC				\$3,366,745.22
Transaction Account - WBC				\$211,163.10
Petty Cash				\$200.00
				<u>\$ 8,276,191.18</u>

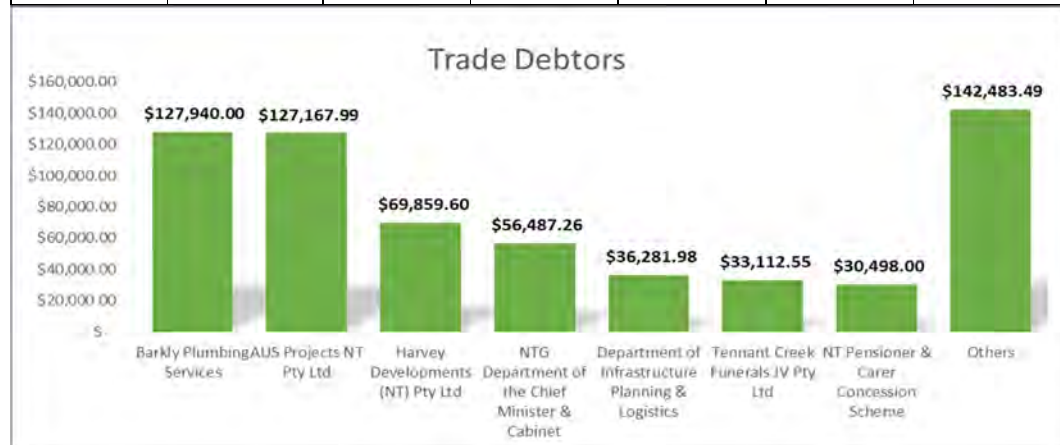
\$3,171,028.61 Term Deposit matured on 14th September 2023, and was reinvested with Westpac at a 1.25% p.a. interest. The total amount held on term deposit as of 30th September 2023 was \$3,171,028.61.

Cash Investments	Interest Rate	Maturity Date	Term Deposit Amount	Total Expected Interest
Term Deposit – WBC	1.25%	14/10/2023	\$3,171,028.61	\$3,471.30

Note 2. Statement of Trade Debtors

As of 30th September 2023, the Council's trade receivables balance was \$ 623,830.87. Finance teams are continuously following up for overdue invoices.

	Current	Past Due 1-30 Days	Past Due 31-60 Days	Past Due 61-90 Days	Past Due 90+ Days	Total
Trade Debtors	\$ 198,785.07	\$ 10,862.18	\$ 22,992.20	\$ 25,744.86	\$356,446.56	\$ 623,830.87
Percentage	31.87 %	1.74 %	3.69 %	4.12 %	58.58 %	100 %





Note 3. Statement on Trade Creditors

The Council's trade payables are \$ 297,141.69 as of September 30, 2023. The Council typically settles its trade payables within 30 days. There are no trade payables that the Council considers as non-current, i.e., not payable within 12 months.

	Current	Past Due 1-30 Days	Past Due 31-60 Days	Past Due 61-90 Days	Past Due 90+ Days	Total
Trade Debtors	\$ 31,069.88	\$ 266,071.81	\$ 0.00	\$ 0.00	\$ 0.00	\$ 297,141.69
Percentage	10.46 %	89.54 %	0.00 %	0.00 %	0.00 %	100 %

Note 4. Statement on Australian Tax Office, Payroll, and Insurance Obligations

(a) Australian Taxation Office

The Council has the following reporting and payment obligations with the Australian Taxation Office:

- (i) Goods and Services Tax – Amounts are reported and remitted monthly.
- (ii) PAYG Income Tax Withheld – Amounts are reported and remitted monthly as part of Single Touch Payroll (STP) arrangements; and
- (iii) Fringe Benefits Tax – Instalment amounts are paid quarterly with an FBT return for the 12-month period ended 31 March required to be lodged each year.

As of 30th September, the Council has a receivable of \$183,503 as a GST refund and PAYG liability of \$122,332.

(b) Superannuation

In accordance with the superannuation legislation framework, employees receive defined superannuation contributions. Superannuation contributions are made to either the employee's choice of complying fund or the Council's default fund. The Council deposits 11% of an employee's ordinary time earnings into their chosen super account. Some Council employees have an additional superannuation contribution included in their agreed-upon compensation plan. Payments for superannuation are made on a weekly basis. As of 30th September 2023, Council has the super liability of amount \$27,725.13 In September, the Council will remit this payment to superannuation funds.

(C) Other Payroll Liabilities

As of 30th September 2023, Council has other payroll liabilities of \$7,206.06. These are the deductions from employee's payroll for HECS/HELPS, childcare support, united union fees. In October, the Council will remit this payment to the suppliers.

**Note 5: Provisions**

Current Provision - LSL	\$ 155,248.22
Annual Leave (Staff) Provision	\$ 809,403.33
	\$ 964,651.55
Non-Current Provision - LSL	\$ 417,031.21
	\$ 417,031.21

Note 6: Equity

Equity	Amount in \$
Accumulated Surpluses	\$ 30,653,058.36
Asset Revaluation Reserves	\$ 23,054,010.00
Total Equity	\$ 53,707,068.36

Table 4. Member and CEO Council Credit Card Transactions as of 30th September 2023

The Council has a credit card facility of \$47,000 credit limit.

For the month of September 2023 there was an aggregate spend of \$33,578.63

- Mayor's Credit card: Nil.
- CEO's Credit card:

In September, CEO's credit card had an aggregate spend of \$4,288.09. Below are the lists of transactions –

Transaction Date	Amount	Supplier's Name	Reason for the Expenses
1/09/2023	405.96	Bluestone Motor INN	Accommodation
4/09/2023	\$745.29	Novotel Canberra	Accommodation
4/09/2023	\$40.00	Qantas Airways	Flight Ticket Extra Charge
4/09/2023	\$40.00	Qantas Airways	Flight Ticket Extra Charge
4/09/2023	\$15.00	Qantas Airways	Flight Ticket Extra Charge
4/09/2023	\$15.00	Qantas Airways	Flight Ticket Extra Charge
7/09/2023	\$258.00	Officeworks	General office supplies
7/09/2023	\$8.00	Waterfront Parking	Parking Fees
11/09/2023	\$848.84	Qantas Airways	Flight Ticket



11/09/2023	\$99.00	Qantas Airways	Flight Ticket
11/09/2023	\$295.11	CCI Hotel res	Accommodation
11/09/2023	\$99.00	Qantas Airways	Flight Ticket
11/09/2023	\$218.59	Qantas Airways	Flight Ticket
11/09/2023	\$184.87	Qantas Airways	Flight Ticket
11/09/2023	\$99.00	Qantas Airways	Flight Ticket
13/09/2023	\$659.00	Officeworks	General office supplies
15/09/2023	\$83.45	Barkly Hardware	Minor Assets
25/09/2023	\$7.95	Barkly Hardware	Minor Assets
27/09/2023	\$70.00	Bay Leaf Café	Staff Meals
27/09/2023	\$15.00	Bay Leaf Café	Staff Meals
28/09/2023	\$81.03	Tennant Creek Food Barn	Staff Meals

\$4,288.09

Key Indicators Year to Date:

Liquidity Test (Working Capital Ratio)	Amount
Current Assets:	\$16,566,451.58
Current Liabilities:	\$1,419,056.43
Current Liquidity Ratio:	11.67
Quick Asset Ratio:	5.83
2022 Liquidity Ratio:	4.8



Monthly Financial Report Certification:

Certification by the CEO to the Council

That, to the best of the CEO's knowledge, information and belief:

- (1) The internal controls implemented by the council are appropriate; and
- (2) The council's financial report best reflects the financial affairs of the council.

CEO Signed *R. M. M. M.*

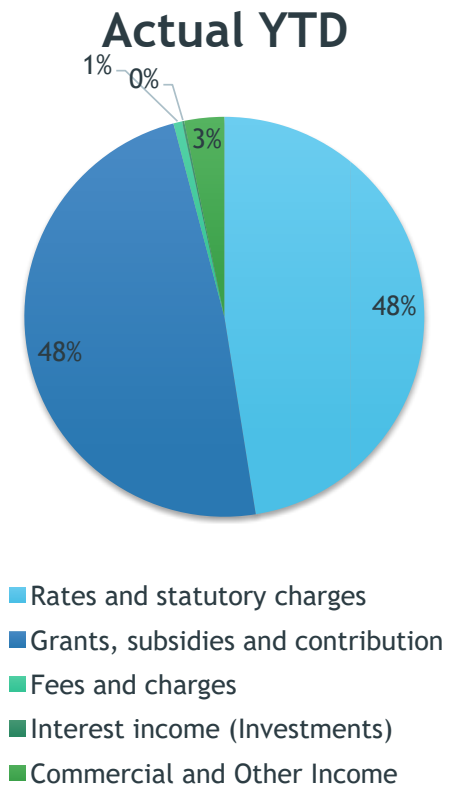
Date Signed 17-10-2023



Financial Analysis for the period ended 30th September 2023

Account	YTD Actuals \$	YTD Budget \$	YTD Variance \$	Annual Budget \$
Operating Income				
Rates	4,282,289.04	4,202,511.00	79,778.04	4,202,511.00
Charges	1,195,994.92	1,195,995.00	(0.08)	1,195,995.00
Fees and Charges	80,551.00	286,423.50	(205,872.50)	1,145,694.00
Operating Grants and Subsidies	5,504,152.19	5,850,140.00	(345,987.81)	23,400,560.00
Interest/Investment Income	19,148.72	21,235.00	(2,086.28)	84,940.00
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Total Operating Income	11,448,330.07	11,763,849.50	(315,519.43)	30,859,880.00
Operating Expenditure				
Employee Expenses	3,568,435.53	4,084,212.50	515,776.97	16,336,850.00
Materials and Contracts	2,141,456.99	2,238,075.00	96,618.01	8,952,300.00
Elected Member Allowances	72,088.67	96,470.00	24,381.33	385,880.00
Elected Member Expenses	15,984.53	90,957.50	74,972.97	363,830.00
Council Committee & LA Allowances	8,529.62	27,837.50	19,307.88	111,350.00
Council Committee & LA Expenses	57,298.14	4,135.00	(53,163.14)	16,540.00
Depreciation, Amortisation, and Impairment	829,637.10	829,632.50	(4.60)	3,318,530.00
Other Expenses	8.36	4,135.00	4,126.64	16,540.00
Total Operating Expenditure	6,693,438.94	7,375,455.00	682,016.06	29,501,820.00
Operating Surplus/Deficit	4,754,891.13	4,388,394.50	366,496.63	1,358,060.00

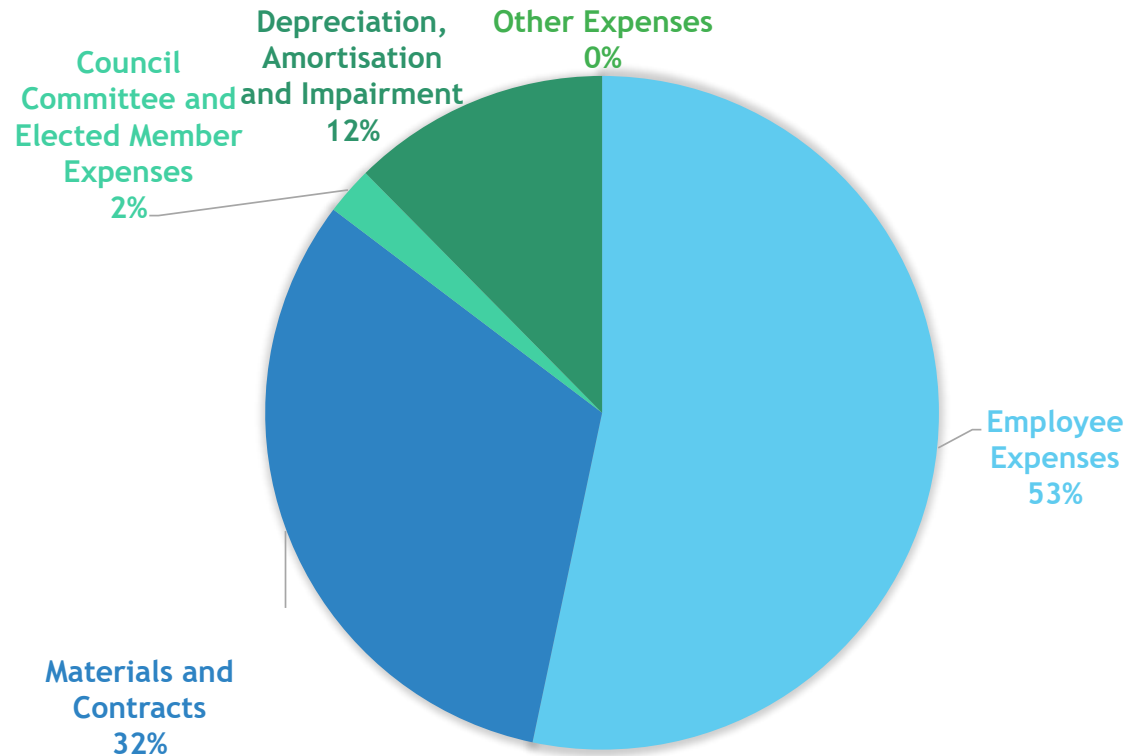
Income and Expenditure



Where did the income come from?

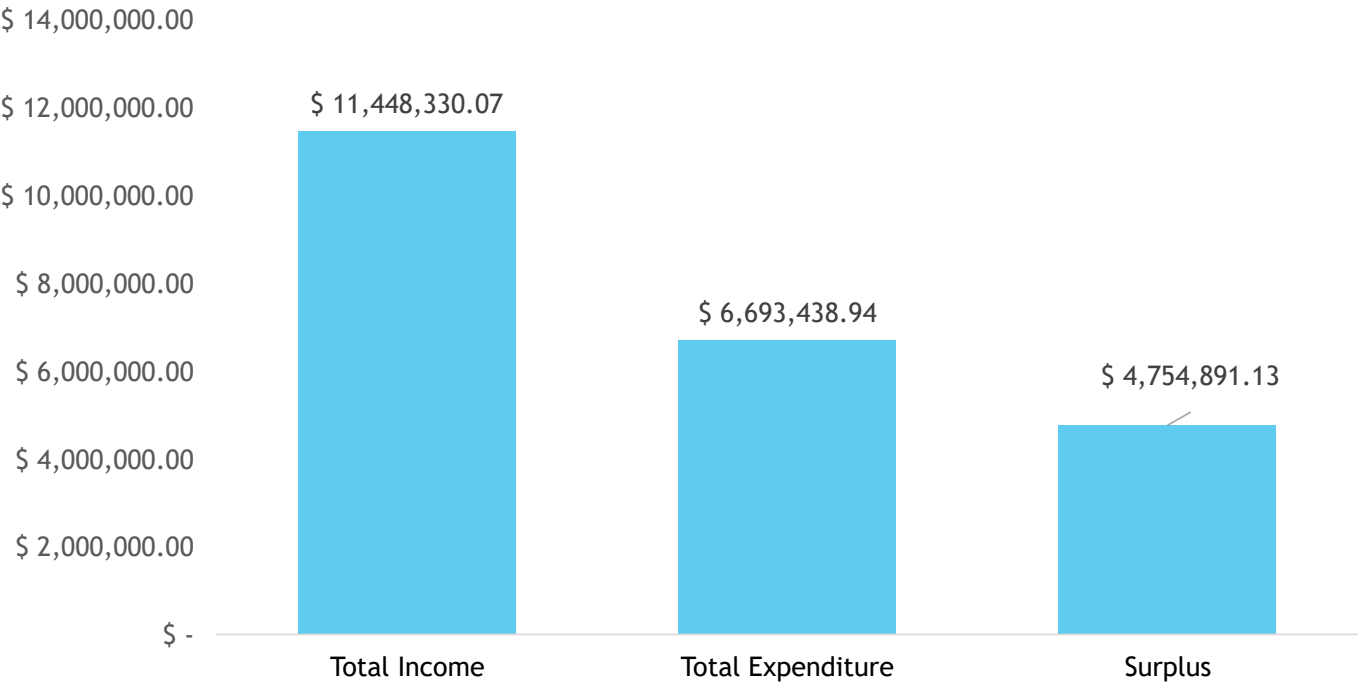
Total income = \$11,448,330.07

What were the expenses?

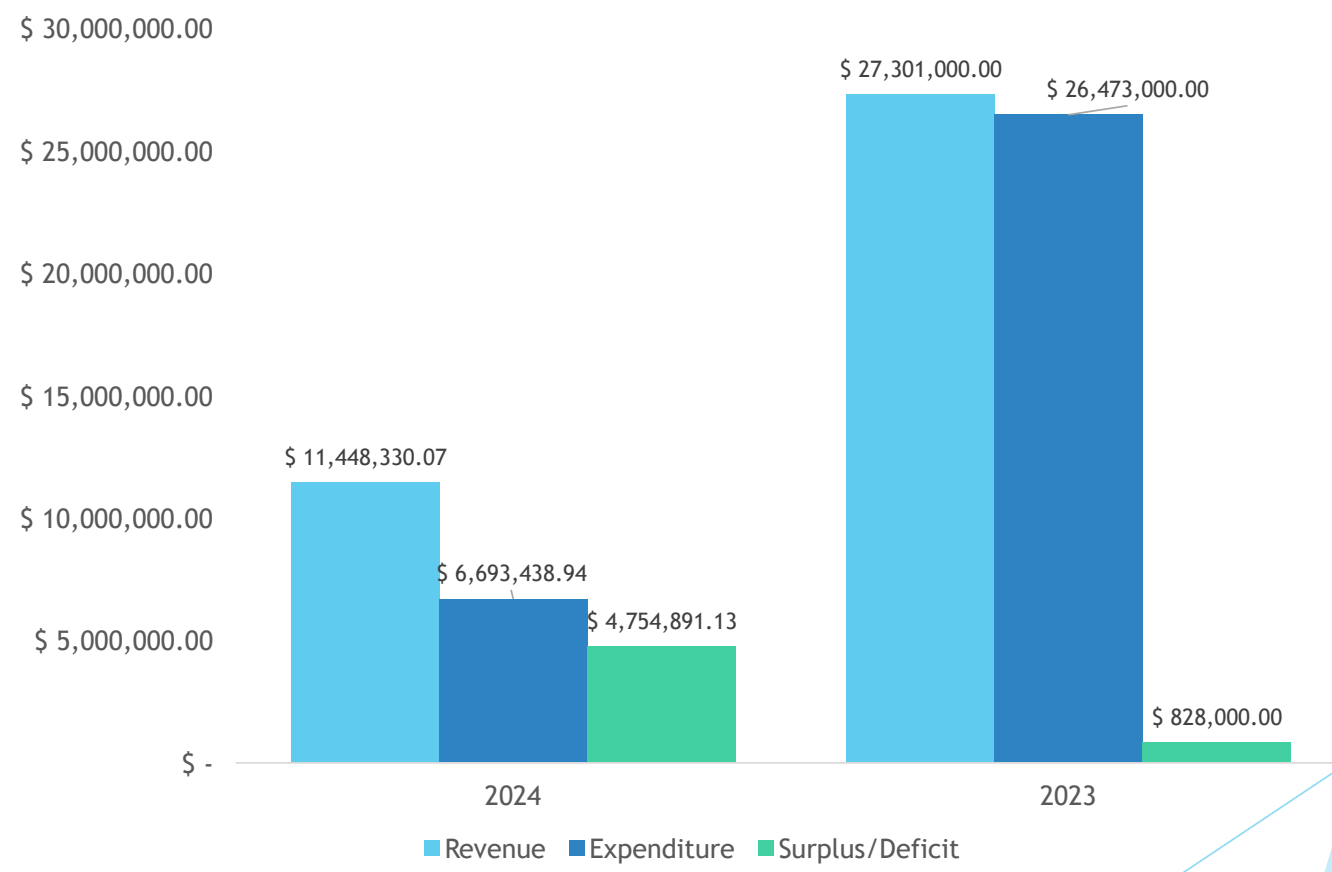


Total expenses = \$6,693,438.94

Results of operation



Income and Expenditure Trends

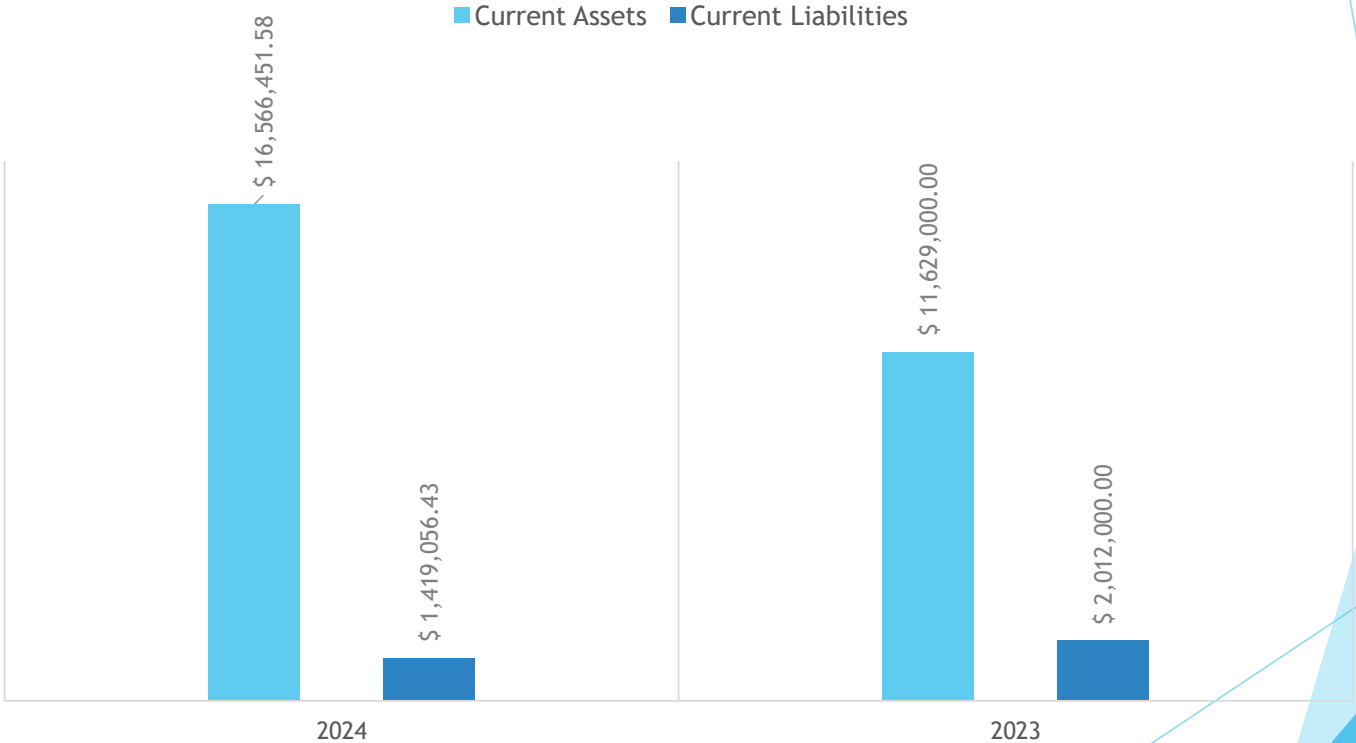


Balance Sheet

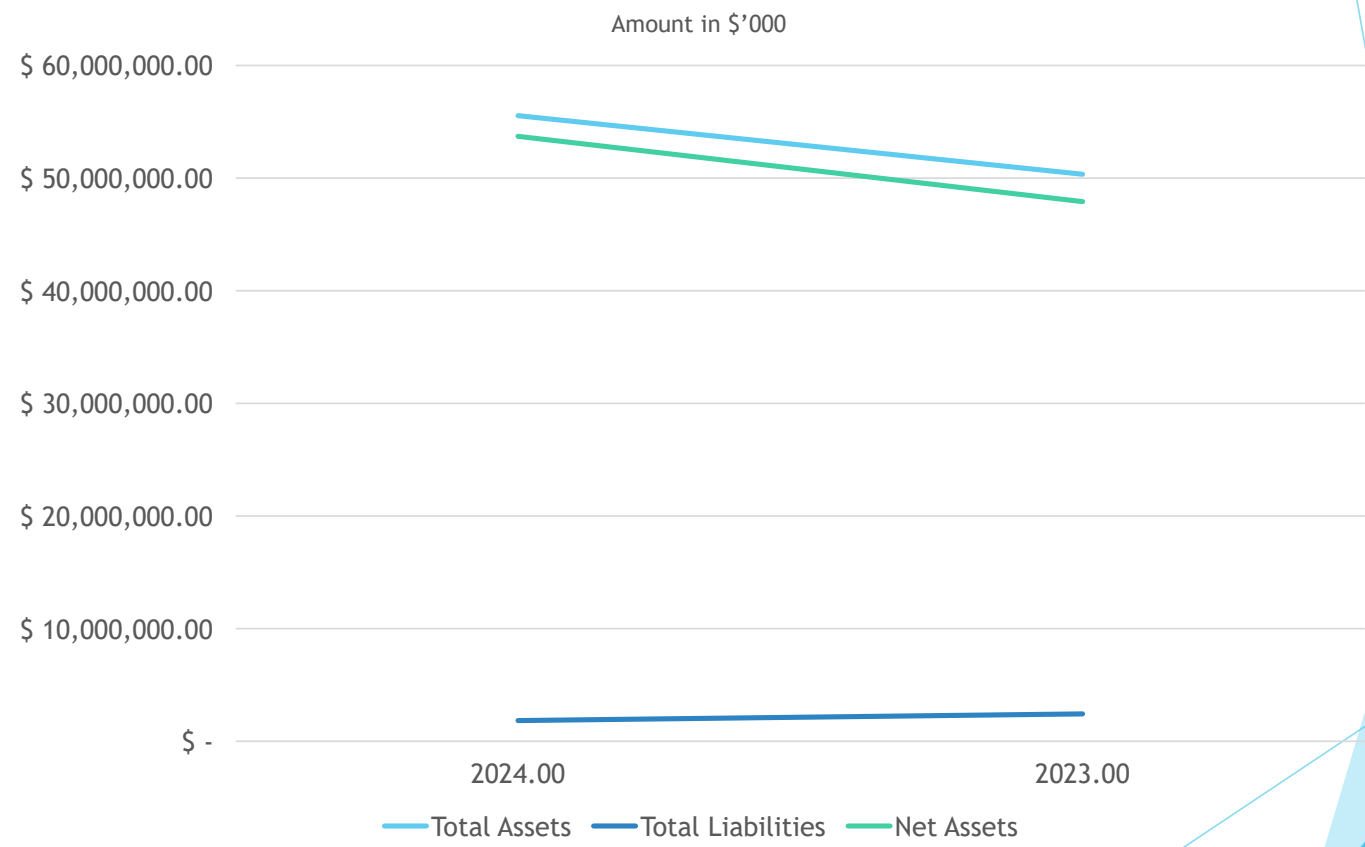
BALANCE SHEET	YTD Actuals (As of 30th September 2023)	FY 2022/ 2023
ASSETS		
Cash at Bank		
Tied Funds	5,104,962.57	6,266,000.00
Untied Funds	3,171,028.61	3,160,000.00
Accounts Receivable		
Trade Debtors	623,830.87	564,000.00
Rates & Charges Debtors	4,495,400.92	1,467,000.00
Other Current Assets	3,171,228.61	172,000.00
TOTAL CURRENT ASSETS	16,566,451.58	11,629,000.00
Non-Current Financial Assets		
Property, Plant and Equipment	38,976,704.42	38,712,000.00
TOTAL NON-CURRENT ASSETS	38,976,704.42	38,712,000.00
TOTAL ASSETS	55,543,156.00	50,341,000.00
LIABILITIES		
Accounts Payable	297,141.69	858,000.00
ATO & Payroll Liabilities	150,057.13	27,000.00
Current Provisions	964,651.55	1,127,000.00
Other Current Liabilities	7,206.06	0.00
TOTAL CURRENT LIABILITIES	1,419,056.43	2,012,000.00
Non-Current Provisions	417,031.21	417,000.00
Other Non-Current Liabilities	0.00	0.00
TOTAL NON-CURRENT LIABILITIES	417,031.21	417,000.00
TOTAL LIABILITIES	1,836,087.64	2,429,000.00
NET ASSETS	53,707,068.36	47,912,000.00
EQUITY		
Reserves	23,054,010.00	23,054,010.00
Accumulated Surplus	30,653,058.36	24,857,990.00
TOTAL EQUITY	53,707,068.36	47,912,000.00



Able to pay its debts?



Balance sheet trend



Key performance indicators

Liquidity Test (Working Capital Ratio)	Amount
Current Assets:	\$16,566,451.58
Current Liabilities:	\$1,419,056.43
Current Liquidity Ratio:	11.67
Quick Asset Ratio:	5.83
2022 Liquidity Ratio:	4.8

All purchase orders summary

Barkly Regional Council

For the period 1 September 2023 to 30 September 2023

Source contains Purchase Order

ORDER NUMBER	INVOICE DATE	CONTACT	GROSS (AUD)
BRC PO-0598	1 Sep 2023	Tennant Food Barn - IGA Tennant Creek	(158.79)
BRC PO-0602	1 Sep 2023	Arlparra Aboriginal Corporation	(800.00)
BRC PO-0778	1 Sep 2023	Jalbu Service Pty Ltd	(219.45)
BRC PO-0813	1 Sep 2023	Seek Limited	(847.00)
BRC PO-0814	1 Sep 2023	Seek Limited	(770.00)
BRC PO-0816	1 Sep 2023	Seek Limited	(704.00)
BRC PO-0599	1 Sep 2023	Arlparra Aboriginal Corporation	(400.00)
BRC PO-0600	1 Sep 2023	Principal Products	(639.53)
BRC PO-0603	1 Sep 2023	GK Building Contractors Pty Ltd	(2,662.00)
BRC PO-0604	1 Sep 2023	Outback Caravan Park Tennant Creek	(358.00)
BRC PO-0612	1 Sep 2023	Collaboration for Impact	(6,050.00)
BRC PO-0635	1 Sep 2023	Rock City Music	(1,298.00)
BRC PO-0815	1 Sep 2023	Seek Limited	(401.50)
BRC PO-0817	1 Sep 2023	Seek Limited	(412.50)
BRC PO-0818	1 Sep 2023	Seek Limited	(1,028.50)
BRC PO-0819	1 Sep 2023	Seek Limited	(401.50)
BRC PO-0820	1 Sep 2023	Seek Limited	(781.00)
BRC PO-0821	1 Sep 2023	Seek Limited	(984.50)
BRC PO-0622	2 Sep 2023	Bunnings - Alice Springs	(985.39)
BRC PO-0617	4 Sep 2023	Dexter Barnes	(2,463.56)
BRC PO-0619	4 Sep 2023	Bass Cattle Company Pty Ltd	(218.00)
BRC PO-0628	4 Sep 2023	Outback Caravan Park Tennant Creek	(1,432.00)
BRC PO-0629	4 Sep 2023	Desert Palms Alice Springs	(240.00)
BRC PO-0633	4 Sep 2023	Independent Grocers Alice Springs	(982.12)
BRC PO-0655	4 Sep 2023	Dexter Barnes	(1,905.64)
BRC PO-0662	4 Sep 2023	Desert Palms Alice Springs	(230.00)
BRC PO-0663	4 Sep 2023	Tennant Creek Tyre Centre (Bridgestone)	(465.00)
BRC PO-0694	4 Sep 2023	Harvey Developments (NT) Pty Ltd	(21,469.25)
BRC PO-0618	4 Sep 2023	Wetenngerr Store	(159.43)
BRC PO-0620	4 Sep 2023	Bass Cattle Company Pty Ltd	(161.06)
BRC PO-0621	4 Sep 2023	Our Town & Country Office National	(1,042.85)
BRC PO-0623	4 Sep 2023	Mike Nash Electric P/L	(960.28)
BRC PO-0624	4 Sep 2023	Tennant Food Barn - IGA Tennant Creek	(276.61)
BRC PO-0625	4 Sep 2023	Peter Kittle Alice Springs	(783.28)
BRC PO-0626	4 Sep 2023	Tennant Creek Tyre Centre (Bridgestone)	(380.00)
BRC PO-0627	4 Sep 2023	RDO Equipment Pty Ltd	(2,724.68)
BRC PO-0630	4 Sep 2023	Central Desert Transport	(253.08)
BRC PO-0631	4 Sep 2023	Central Fruit & Vegetable Wholesalers	(256.40)
BRC PO-0632	4 Sep 2023	Milner Meat & Seafood	(492.25)

All purchase orders summary

BRC PO-0639	5 Sep 2023	Central Fruit & Vegetable Wholesalers	(614.62)
BRC PO-0641	5 Sep 2023	Stanes Transport NT Pty Ltd	(873.68)
BRC PO-0642	5 Sep 2023	Central Fruit & Vegetable Wholesalers	(92.60)
BRC PO-0644	5 Sep 2023	Independent Grocers Alice Springs	(288.54)
BRC PO-0647	5 Sep 2023	Katherine Fresh Fruit & Veg Market	(546.65)
BRC PO-0649	5 Sep 2023	Independent Grocers Darwin1	(1,053.03)
BRC PO-0651	5 Sep 2023	Milner Meat & Seafood	(921.70)
BRC PO-0653	5 Sep 2023	Malouf Invetments (Mt Isa) Pty Ltd	(1,760.00)
BRC PO-0656	5 Sep 2023	MaxiPARTS Operations	(6,835.68)
BRC PO-0616	5 Sep 2023	Mirrirri Store	(250.00)
BRC PO-0636	5 Sep 2023	Mirrirri Store	(517.92)
BRC PO-0637	5 Sep 2023	Aherrenge Community Store Inc	(150.00)
BRC PO-0638	5 Sep 2023	Milner Meat & Seafood	(2,391.77)
BRC PO-0640	5 Sep 2023	Independent Grocers Alice Springs	(2,763.68)
BRC PO-0643	5 Sep 2023	Milner Meat & Seafood	(216.31)
BRC PO-0645	5 Sep 2023	Neil Mansell Transport Pty Ltd	(400.00)
BRC PO-0646	5 Sep 2023	Jones Meat Katherine	(734.44)
BRC PO-0648	5 Sep 2023	Independent Grocers Alice Springs	(2,161.35)
BRC PO-0650	5 Sep 2023	Central Fruit & Vegetable Wholesalers	(374.49)
BRC PO-0652	5 Sep 2023	Central Desert Transport	(718.72)
BRC PO-0654	5 Sep 2023	Tennant Creek Tyre Centre (Bridgestone)	(290.00)
BRC PO-0657	5 Sep 2023	MaxiPARTS Operations	(3,149.42)
BRC PO-0658	5 Sep 2023	Treshna Enterprises Limited	(750.70)
BRC PO-0659	5 Sep 2023	Enterprise Electrics (NT) Pty Ltd	(6,450.00)
BRC PO-0660	5 Sep 2023	Barkly Plumbing Services	(272.61)
BRC PO-0661	5 Sep 2023	Dexter Barnes	(3,353.29)
BRC PO-0672	5 Sep 2023	The Elliott Store	(200.00)
BRC PO-0665	6 Sep 2023	Mirrirri Store	(132.18)
BRC PO-0667	6 Sep 2023	Phillips Earthmoving	(9,350.00)
BRC PO-0668	6 Sep 2023	Tony Michael Watson	(375.00)
BRC PO-0675	6 Sep 2023	Urapuntja Aboriginal Corporation	(1,100.00)
BRC PO-0677	6 Sep 2023	Independent Grocers Alice Springs	(642.31)
BRC PO-0664	6 Sep 2023	Alice Hosetech Pty Ltd	(2,472.31)
BRC PO-0666	6 Sep 2023	Alice Springs Gold T/A Mereenie H2O	(1,303.50)
BRC PO-0669	6 Sep 2023	Mogas Regional Pty Ltd t/a Ausfuel	(5,993.78)
BRC PO-0670	6 Sep 2023	Fast Ass Couriers	(475.20)
BRC PO-0671	6 Sep 2023	Butterworth Brood Pty Ltd	(1,948.00)
BRC PO-0673	6 Sep 2023	Alice Hosetech Pty Ltd	(2,150.28)
BRC PO-0676	6 Sep 2023	E-Tools Software Pty Ltd	(4,307.80)
BRC PO-0683	6 Sep 2023	Bay Leaf Cafe	(503.00)
BRC PO-0731	6 Sep 2023	Urapuntja Aboriginal Corporation	(2,159.30)
BRC PO-0759	6 Sep 2023	Mastec Australia Pty Ltd ATF WRS Trust	(39,228.35)
BRC PO-0767	6 Sep 2023	Alicetronics	(31.95)
BRC PO-0680	7 Sep 2023	Fast Ass Couriers	(385.44)
BRC PO-0681	7 Sep 2023	Mirrirri Store	(143.45)

All purchase orders summary

BRC PO-0682	7 Sep 2023	Bucher Municipal Pty Ltd	(614.98)
BRC PO-0698	7 Sep 2023	Tennant Creek Tyre Centre (Bridgestone)	(590.00)
BRC PO-0674	7 Sep 2023	Wetenngerr Store	(25.90)
BRC PO-0678	7 Sep 2023	Barkly Hardware JV Pty Ltd	(674.90)
BRC PO-0679	7 Sep 2023	Tennant Creek Tyre Centre (Bridgestone)	(590.00)
BRC PO-0684	7 Sep 2023	Tennant Food Barn - IGA Tennant Creek	(194.33)
BRC PO-0685	7 Sep 2023	No Worries Gardening Service Nursery	(350.00)
BRC PO-0686	7 Sep 2023	Barkly Hardware JV Pty Ltd	(537.50)
BRC PO-0687	7 Sep 2023	Wurth Australia Pty Ltd	(1,057.23)
BRC PO-0688	7 Sep 2023	Alice Hosetech Pty Ltd	(28.57)
BRC PO-0689	7 Sep 2023	Wurth Australia Pty Ltd	(5,649.25)
BRC PO-0690	7 Sep 2023	Bunnings Group Limited - Mt Isa	(489.74)
BRC PO-0691	7 Sep 2023	GK Building Contractors Pty Ltd	(1,258.70)
BRC PO-0692	7 Sep 2023	Butterworth Brood Pty Ltd	(1,798.00)
BRC PO-0693	7 Sep 2023	AV Australia	(4,950.00)
BRC PO-0695	8 Sep 2023	Barkly Hardware JV Pty Ltd	(41.00)
BRC PO-0699	8 Sep 2023	Wurth Australia Pty Ltd	(169.33)
BRC PO-0703	8 Sep 2023	Tony Michael Watson	(300.00)
BRC PO-0704	8 Sep 2023	AJ Couriers and Haulage	(118.80)
BRC PO-0729	8 Sep 2023	Urapuntja Aboriginal Corporation	(1,100.00)
BRC PO-0730	8 Sep 2023	Urapuntja Aboriginal Corporation	(1,100.00)
BRC PO-0696	8 Sep 2023	Butterworth Brood Pty Ltd	(1,081.32)
BRC PO-0697	8 Sep 2023	Tennant Creek Tyre Centre (Bridgestone)	(1,140.00)
BRC PO-0700	8 Sep 2023	BRICHE PTY LTD	(797.17)
BRC PO-0701	8 Sep 2023	Fast Ass Couriers	(500.00)
BRC PO-0702	8 Sep 2023	BRICHE PTY LTD	(662.70)
BRC PO-0708	8 Sep 2023	Fleetio	(14,556.79)
BRC PO-0705	11 Sep 2023	Mike Nash Electric P/L	(367.40)
BRC PO-0706	11 Sep 2023	Tennant Creek Tyre Centre (Bridgestone)	(230.00)
BRC PO-0709	11 Sep 2023	SA Tractors	(428.24)
BRC PO-0711	11 Sep 2023	Dexter Barnes	(8,863.48)
BRC PO-0712	11 Sep 2023	Barkly Hardware JV Pty Ltd	(85.50)
BRC PO-0715	11 Sep 2023	Barkly Quality Butchers	(199.80)
BRC PO-0718	11 Sep 2023	Tennant Creek Tyre Centre (Bridgestone)	(365.00)
BRC PO-0720	11 Sep 2023	Area9 Pty Ltd	(19.36)
BRC PO-0721	11 Sep 2023	Barkly Hardware JV Pty Ltd	(1,417.73)
BRC PO-0723	11 Sep 2023	Tennant Creek Tyre Centre (Bridgestone)	(1,470.00)
BRC PO-0724	11 Sep 2023	Tennant Creek Tyre Centre (Bridgestone)	(500.00)
BRC PO-0725	11 Sep 2023	Jacal Tint & Automotive	(1,045.00)
BRC PO-0726	11 Sep 2023	BJ Trading & Hire	(426.56)
BRC PO-0732	11 Sep 2023	DERRICK'S CONTRACTING PTY LTD	(8,184.00)
BRC PO-0734	11 Sep 2023	Normist Pty Ltd	(311.65)
BRC PO-0735	11 Sep 2023	Barkly Hardware JV Pty Ltd	(28.56)
BRC PO-0737	11 Sep 2023	BRICHE PTY LTD	(491.77)
BRC PO-0738	11 Sep 2023	Fluid Power NT Pty Ltd	(500.00)

All purchase orders summary

BRC PO-0758	11 Sep 2023	REPCO Alice Springs	(1,652.78)
BRC PO-0707	11 Sep 2023	MaxiPARTS Operations	(1,715.53)
BRC PO-0710	11 Sep 2023	Barkly Hardware JV Pty Ltd	(44.50)
BRC PO-0713	11 Sep 2023	Fast Ass Couriers	(316.80)
BRC PO-0714	11 Sep 2023	Tennant Food Barn - IGA Tennant Creek	(98.13)
BRC PO-0716	11 Sep 2023	Fast Ass Couriers	(158.40)
BRC PO-0717	11 Sep 2023	Desert Palms Alice Springs	(600.00)
BRC PO-0719	11 Sep 2023	Tennant Creek Tyre Centre (Bridgestone)	(285.00)
BRC PO-0722	11 Sep 2023	Barkly Hardware JV Pty Ltd	(211.90)
BRC PO-0727	11 Sep 2023	BJ Trading & Hire	(500.00)
BRC PO-0728	11 Sep 2023	Tennant Food Barn - IGA Tennant Creek	(253.89)
BRC PO-0733	11 Sep 2023	Carla Furnishers	(899.00)
BRC PO-0736	11 Sep 2023	BRICHE PTY LTD	(500.00)
BRC PO-0739	11 Sep 2023	No Worries Gardening Service Nursery	(500.00)
BRC PO-0741	11 Sep 2023	Barkly Hardware JV Pty Ltd	(78.38)
BRC PO-0742	11 Sep 2023	Tennant Food Barn - IGA Tennant Creek	(100.00)
BRC PO-0743	11 Sep 2023	Barkly Quality Butchers	(200.00)
BRC PO-0754	11 Sep 2023	Independent Grocers Alice Springs	(2,298.51)
BRC PO-0761	11 Sep 2023	Desert Palms Alice Springs	(480.00)
BRC PO-0740	12 Sep 2023	Harvey Developments (NT) Pty Ltd	(17,168.44)
BRC PO-0744	12 Sep 2023	BRICHE PTY LTD	(98.51)
BRC PO-0745	12 Sep 2023	Bay Leaf Cafe	(607.00)
BRC PO-0749	12 Sep 2023	Milner Meat & Seafood	(1,583.56)
BRC PO-0750	12 Sep 2023	Urban Bird Trust trading as Bird Control Australia	(1,000.00)
BRC PO-0752	12 Sep 2023	Central Fruit & Vegetable Wholesalers	(567.74)
BRC PO-0760	12 Sep 2023	Fast Ass Couriers	(475.20)
BRC PO-0771	12 Sep 2023	Independent Grocers Alice Springs	(3,767.84)
BRC PO-0782	12 Sep 2023	Mahuta Construction	(1,683.00)
BRC PO-0746	12 Sep 2023	CAYLUS - Tangentyere Council	(7,571.18)
BRC PO-0747	12 Sep 2023	Warte Alparayetye Aboriginal Corporation	(900.00)
BRC PO-0748	12 Sep 2023	Tennant Creek Tyre Centre (Bridgestone)	(1,236.00)
BRC PO-0751	12 Sep 2023	Arparra Aboriginal Corporation	(248.50)
BRC PO-0753	12 Sep 2023	Jacal Tint & Automotive	(63.80)
BRC PO-0755	12 Sep 2023	Tennant Creek Tyre Centre (Bridgestone)	(413.00)
BRC PO-0756	12 Sep 2023	Tennant Food Barn - IGA Tennant Creek	(192.74)
BRC PO-0757	12 Sep 2023	Tennant Food Barn - IGA Tennant Creek	(170.34)
BRC PO-0763	12 Sep 2023	Outback Batteries Pty Ltd	(486.00)
BRC PO-0766	12 Sep 2023	Urban Bird Trust trading as Bird Control Australia	(900.00)
BRC PO-0776	12 Sep 2023	Tennant Creek Tyre Centre (Bridgestone)	(2,302.00)
BRC PO-0781	12 Sep 2023	Mahuta Construction	(990.00)
BRC PO-0783	12 Sep 2023	Mahuta Construction	(2,475.00)
BRC PO-0762	13 Sep 2023	Arparra Aboriginal Corporation	(800.00)
BRC PO-0765	13 Sep 2023	Central Fruit & Vegetable Wholesalers	(509.16)
BRC PO-0768	13 Sep 2023	Milner Meat & Seafood	(1,026.93)
BRC PO-0769	13 Sep 2023	Central Desert Transport	(759.24)

All purchase orders summary

BRC PO-0772	13 Sep 2023	Stanes Transport NT Pty Ltd	(582.12)
BRC PO-0775	13 Sep 2023	Milner Meat & Seafood	(480.04)
BRC PO-0784	13 Sep 2023	Tennant Food Barn - IGA Tennant Creek	(281.31)
BRC PO-0764	13 Sep 2023	Aherrenge Community Store Inc	(211.00)
BRC PO-0770	13 Sep 2023	Julalikari Council Aboriginal Corporation t/a Jajjikari Caf	(792.00)
BRC PO-0773	13 Sep 2023	Central Fruit & Vegetable Wholesalers	(955.34)
BRC PO-0774	13 Sep 2023	Independent Grocers Alice Springs	(2,763.68)
BRC PO-0777	13 Sep 2023	NGNY Hosting	(1,496.00)
BRC PO-0785	13 Sep 2023	Territory Pest Control	(344.00)
BRC PO-0786	13 Sep 2023	Mahuta Construction	(231.00)
BRC PO-0790	14 Sep 2023	Springs Cleaning Supplies	(689.25)
BRC PO-0791	14 Sep 2023	Double Tree By Hilton Alice Springs	(506.76)
BRC PO-0793	14 Sep 2023	Double Tree By Hilton Alice Springs	(506.76)
BRC PO-0794	14 Sep 2023	Double Tree By Hilton Alice Springs	(506.76)
BRC PO-0795	14 Sep 2023	Marano Enterprises (Miallo) Pty Ltd	(16,753.70)
BRC PO-0779	14 Sep 2023	Barkly Hardware JV Pty Ltd	(57.35)
BRC PO-0780	14 Sep 2023	Tennant Food Barn - IGA Tennant Creek	(1.00)
BRC PO-0787	14 Sep 2023	Mirnirri Store	(100.00)
BRC PO-0789	14 Sep 2023	REPCO Alice Springs	(174.24)
BRC PO-0792	14 Sep 2023	Double Tree By Hilton Alice Springs	(506.76)
BRC PO-0796	14 Sep 2023	Atlas Superstore	(269.10)
BRC PO-0797	14 Sep 2023	Think Water Alice Springs	(1,146.94)
BRC PO-0801	14 Sep 2023	Double Tree By Hilton Alice Springs	(204.18)
BRC PO-0804	14 Sep 2023	Jalbu Service Pty Ltd	(438.90)
BRC PO-0788	14 Sep 2023	Barkly Hardware JV Pty Ltd	(489.06)
BRC PO-0798	15 Sep 2023	The Personnel Risk Management Group P/L	(242.00)
BRC PO-0799	15 Sep 2023	The Personnel Risk Management Group P/L	(48.40)
BRC PO-0800	15 Sep 2023	Mirnirri Store	(100.00)
BRC PO-0802	15 Sep 2023	Alicetronics	(1,027.40)
BRC PO-0805	15 Sep 2023	Barkly Wholesales	(175.00)
BRC PO-0803	16 Sep 2023	No Worries Gardening Service Nursery	(890.00)
BRC PO-0807	18 Sep 2023	Central Desert Transport	(258.00)
BRC PO-0808	18 Sep 2023	Milner Meat & Seafood	(434.86)
BRC PO-0809	18 Sep 2023	Central Fruit & Vegetable Wholesalers	(356.35)
BRC PO-0810	18 Sep 2023	Independent Grocers Alice Springs	(766.61)
BRC PO-0811	18 Sep 2023	Peter Kittle Alice Springs	(2,569.06)
BRC PO-0812	18 Sep 2023	Barkly Plumbing Services	(267.34)
BRC PO-0822	18 Sep 2023	Barkly Wholesales	(175.00)
BRC PO-0823	18 Sep 2023	Chartair Pty Ltd	(145.00)
BRC PO-0824	18 Sep 2023	Wetenngerr Store	(23.49)
BRC PO-0825	18 Sep 2023	Butterworth Brood Pty Ltd	(329.00)
BRC PO-0832	18 Sep 2023	JB HI-FI Group Pty Ltd	(3,712.00)
BRC PO-0837	18 Sep 2023	Barkly Hardware JV Pty Ltd	(155.20)
BRC PO-0838	18 Sep 2023	Tennant Food Barn - IGA Tennant Creek	(299.16)
BRC PO-0806	18 Sep 2023	Peter Kittle Alice Springs	(180.05)

All purchase orders summary

BRC PO-0826	19 Sep 2023	Jones Meat Katherine	(500.00)
BRC PO-0827	19 Sep 2023	Jones Meat Katherine	(703.70)
BRC PO-0828	19 Sep 2023	Katherine Fresh Fruit & Veg Market	(300.00)
BRC PO-0829	19 Sep 2023	Katherine Fresh Fruit & Veg Market	(875.80)
BRC PO-0830	19 Sep 2023	Independent Grocers Darwin1	(585.28)
BRC PO-0831	19 Sep 2023	Independent Grocers Darwin1	(1,232.57)
BRC PO-0833	19 Sep 2023	Bagnall Agencies	(275.00)
BRC PO-0834	19 Sep 2023	Neil Mansell Transport Pty Ltd	(400.00)
BRC PO-0835	19 Sep 2023	Neil Mansell Transport Pty Ltd	(400.00)
BRC PO-0836	19 Sep 2023	Independent Grocers Alice Springs	(1,965.40)
BRC PO-0839	19 Sep 2023	Dexter Barnes	(508.77)
BRC PO-0840	19 Sep 2023	No Worries Gardening Service Nursery	(250.00)
BRC PO-0841	19 Sep 2023	Tennant Food Barn - IGA Tennant Creek	(499.85)
BRC PO-0842	19 Sep 2023	The Trustee for Centralian Motors Unit Trust	(1,335.40)
BRC PO-0843	19 Sep 2023	Malouf Investments (Mt Isa) Pty Ltd	(249.89)
BRC PO-0844	19 Sep 2023	Barkly Plumbing Services	(157.00)
BRC PO-0845	19 Sep 2023	Fast Ass Couriers	(950.40)
BRC PO-0846	19 Sep 2023	Tennant Food Barn - IGA Tennant Creek	(765.35)
BRC PO-0847	19 Sep 2023	Tennant Food Barn - IGA Tennant Creek	(491.05)
BRC PO-0848	19 Sep 2023	Wetenngerr Store	(1,621.39)
BRC PO-0852	19 Sep 2023	GK Building Contractors Pty Ltd	(7,500.00)
BRC PO-0853	19 Sep 2023	Dexter Barnes	(4,003.05)
BRC PO-0854	19 Sep 2023	Fuji Xerox Business Centre NT	(157.74)
BRC PO-0855	19 Sep 2023	Fuji Xerox Business Centre NT	(86.21)
BRC PO-0856	19 Sep 2023	Fuji Xerox Business Centre NT	(159.32)
BRC PO-0857	19 Sep 2023	Tennant Food Barn - IGA Tennant Creek	(500.00)
BRC PO-0862	19 Sep 2023	DERRICK'S CONTRACTING PTY LTD	(1,716.00)
BRC PO-0871	19 Sep 2023	DERRICK'S CONTRACTING PTY LTD	(20,459.18)
BRC PO-0849	20 Sep 2023	Milner Meat & Seafood	(1,368.94)
BRC PO-0850	20 Sep 2023	Central Desert Transport	(616.05)
BRC PO-0851	20 Sep 2023	Central Fruit & Vegetable Wholesalers	(415.87)
BRC PO-0858	20 Sep 2023	The Elliott Store	(401.15)
BRC PO-0859	20 Sep 2023	Aherrenge Community Store Inc	(500.00)
BRC PO-0860	20 Sep 2023	Central Desert Transport	(253.08)
BRC PO-0861	20 Sep 2023	Bluestone Motor Inn	(690.00)
BRC PO-0863	20 Sep 2023	Mike Nash Electric P/L	(1,268.30)
BRC PO-0864	20 Sep 2023	Bunnings - Alice Springs	(807.44)
BRC PO-0865	20 Sep 2023	BOC Gases	(97.32)
BRC PO-0867	20 Sep 2023	Mirrirri Store	(148.38)
BRC PO-0868	20 Sep 2023	Normist Pty Ltd	(2,905.01)
BRC PO-0869	20 Sep 2023	Springs Cleaning Supplies	(504.41)
BRC PO-0870	20 Sep 2023	Outback Outfitters	(675.40)
BRC PO-0873	20 Sep 2023	Barkly Plumbing Services	(10,441.62)
BRC PO-0877	20 Sep 2023	Our Town & Country Office National	(540.69)
BRC PO-0884	20 Sep 2023	Bennally Pty Ltd	(23,848.00)

All purchase orders summary

BRC PO-0885	20 Sep 2023	Davidson Workplace Solutions Pty Ltd	(10,166.85)
BRC PO-0893	20 Sep 2023	Regional Development Australia Northern Territory	(1,375.00)
BRC PO-0894	20 Sep 2023	Northline	(77.82)
BRC PO-0932	20 Sep 2023	BOC Gases	(285.80)
BRC PO-0933	20 Sep 2023	BOC Gases	(853.92)
BRC PO-0934	20 Sep 2023	BOC Gases	(926.69)
BRC PO-0935	20 Sep 2023	BOC Gases	(930.55)
BRC PO-0866	20 Sep 2023	Paraway Motel Pty Ltd	(170.00)
BRC PO-0872	21 Sep 2023	Tennant Food Barn - IGA Tennant Creek	(292.03)
BRC PO-0874	21 Sep 2023	GK Building Contractors Pty Ltd	(1,025.88)
BRC PO-0875	21 Sep 2023	Barkly Plumbing Services	(817.00)
BRC PO-0876	21 Sep 2023	Fast Ass Couriers	(500.00)
BRC PO-0878	21 Sep 2023	No Worries Gardening Service Nursery	(1,999.00)
BRC PO-0879	21 Sep 2023	Fluid Power NT Pty Ltd	(402.71)
BRC PO-0880	21 Sep 2023	Fluid Power NT Pty Ltd	(161.04)
BRC PO-0881	21 Sep 2023	Rosmech Sales & Service Pty Ltd	(821.21)
BRC PO-0882	21 Sep 2023	Bass Cattle Company Pty Ltd	(2,534.49)
BRC PO-0883	21 Sep 2023	Bennally Pty Ltd	(17,292.00)
BRC PO-0886	21 Sep 2023	Paul Carney	(2,376.00)
BRC PO-0887	21 Sep 2023	Carla Furnishers	(1,697.00)
BRC PO-0888	21 Sep 2023	Carla Furnishers	(3,885.00)
BRC PO-0889	21 Sep 2023	Carla Furnishers	(2,197.00)
BRC PO-0890	21 Sep 2023	REPCO Alice Springs	(853.60)
BRC PO-0891	21 Sep 2023	Think Water Alice Springs	(327.54)
BRC PO-0892	21 Sep 2023	Arlparra Aboriginal Corporation	(400.00)
BRC PO-0895	21 Sep 2023	RDO Equipment Pty Ltd	(1,220.90)
BRC PO-0896	21 Sep 2023	Bunnings - Alice Springs	(71.90)
BRC PO-0897	21 Sep 2023	Carla Furnishers	(4,395.00)
BRC PO-0898	21 Sep 2023	The Big Mower (NT) Pty Ltd	(655.40)
BRC PO-0899	21 Sep 2023	Barnyard Trading Pty Ltd	(5,409.88)
BRC PO-0900	21 Sep 2023	Water Dynamics Pty Ltd	(1,040.27)
BRC PO-0901	21 Sep 2023	BRICHE PTY LTD	(100.81)
BRC PO-0902	21 Sep 2023	Barkly Hardware JV Pty Ltd	(261.95)
BRC PO-0903	21 Sep 2023	eMerge IT Solutions	(1,695.00)
BRC PO-0904	21 Sep 2023	EthicalJobs	(473.00)
BRC PO-0905	21 Sep 2023	Northline	(78.23)
BRC PO-0912	21 Sep 2023	Barkly Regional Arts Inc	(9,421.22)
BRC PO-0913	21 Sep 2023	Seek Limited	(401.50)
BRC PO-0914	21 Sep 2023	Barkly Plumbing Services	(1,860.44)
BRC PO-0907	22 Sep 2023	Tennant Food Barn - IGA Tennant Creek	(600.00)
BRC PO-0908	22 Sep 2023	Aherrenge Community Store Inc	(199.01)
BRC PO-0909	22 Sep 2023	Barkly Hardware JV Pty Ltd	(154.45)
BRC PO-0910	22 Sep 2023	Barkly Hardware JV Pty Ltd	(78.75)
BRC PO-0911	22 Sep 2023	Barkly Plumbing Services	(614.14)
BRC PO-0915	22 Sep 2023	REPCO Alice Springs	(771.21)

All purchase orders summary

BRC PO-0916	22 Sep 2023	DERRICK'S CONTRACTING PTY LTD	(9,597.50)
BRC PO-0917	22 Sep 2023	DERRICK'S CONTRACTING PTY LTD	(12,408.00)
BRC PO-0918	22 Sep 2023	Butterworth Brood Pty Ltd	(8,878.00)
BRC PO-0919	22 Sep 2023	Outback Caravan Park Tennant Creek	(115.00)
BRC PO-0920	22 Sep 2023	SA Tractors	(1,468.39)
BRC PO-0921	22 Sep 2023	REPCO Alice Springs	(109.05)
BRC PO-0922	22 Sep 2023	REPCO Alice Springs	(638.80)
BRC PO-0923	22 Sep 2023	Samara on Ambrose	(3,500.00)
BRC PO-0924	22 Sep 2023	Hastings Deering Australia Ltd	(3,420.19)
BRC PO-0928	22 Sep 2023	CJM Attachments Pty Ltd	(63,393.00)
BRC PO-0929	22 Sep 2023	Tsavaris Mobile Mechanical Repairs	(2,118.05)
BRC PO-0930	22 Sep 2023	Harvey Norman Furniture - Alice Springs	(4,384.00)
BRC PO-0925	24 Sep 2023	Tennant Food Barn - IGA Tennant Creek	(498.63)
BRC PO-0927	24 Sep 2023	Tennant Food Barn - IGA Tennant Creek	(497.99)
BRC PO-0931	24 Sep 2023	Desert Palms Alice Springs	(290.00)
BRC PO-0926	25 Sep 2023	Centre Bush Bus Pty Ltd	(180.00)
BRC PO-0936	25 Sep 2023	Seek Limited	(390.50)
BRC PO-0937	25 Sep 2023	Bluestone Motor Inn	(460.00)
BRC PO-0938	25 Sep 2023	Wetenngerr Store	(19.49)
BRC PO-0939	25 Sep 2023	Wetenngerr Store	(27.60)
BRC PO-0940	25 Sep 2023	Peter Kittle Alice Springs	(2,920.91)
BRC PO-0945	25 Sep 2023	Wetenngerr Store	(59.84)
BRC PO-0947	25 Sep 2023	Think Water Alice Springs	(1,770.87)
BRC PO-0948	25 Sep 2023	Mogas Regional Pty Ltd t/a Ausfuel	(7,464.30)
BRC PO-0941	26 Sep 2023	CJD Equipment Pty Ltd	(1,160.70)
BRC PO-0942	26 Sep 2023	Peter Kittle Alice Springs	(151.67)
BRC PO-0943	26 Sep 2023	Mark Blackburn	(9,484.00)
BRC PO-0944	26 Sep 2023	Seek Limited	(390.50)
BRC PO-0946	26 Sep 2023	SA Tractors	(5,187.83)
BRC PO-0949	26 Sep 2023	Outback Caravan Park Tennant Creek	(338.00)
BRC PO-0950	26 Sep 2023	Wurth Australia Pty Ltd	(2,039.27)
BRC PO-0951	26 Sep 2023	Outback Caravan Park Tennant Creek	(115.00)
BRC PO-0952	26 Sep 2023	Tony Michael Watson	(1,050.00)
BRC PO-0953	26 Sep 2023	JB HI-FI Group Pty Ltd	(2,174.00)
BRC PO-0954	26 Sep 2023	Tennant Food Barn - IGA Tennant Creek	(150.00)
BRC PO-0955	26 Sep 2023	Outback Outfitters	(286.00)
BRC PO-0956	26 Sep 2023	Wetenngerr Store	(36.48)
BRC PO-0957	26 Sep 2023	Wetenngerr Store	(12.30)
BRC PO-0958	26 Sep 2023	Wetenngerr Store	(185.40)
BRC PO-0959	26 Sep 2023	Independent Grocers Alice Springs	(2,413.84)
BRC PO-0960	26 Sep 2023	Milner Meat & Seafood	(448.35)
BRC PO-0961	26 Sep 2023	Central Fruit & Vegetable Wholesalers	(1,068.27)
BRC PO-0962	26 Sep 2023	Stanes Transport NT Pty Ltd	(582.12)
BRC PO-0963	26 Sep 2023	Independent Grocers Alice Springs	(279.30)
BRC PO-0964	26 Sep 2023	Central Fruit & Vegetable Wholesalers	(551.40)

All purchase orders summary

BRC PO-0965	26 Sep 2023	Warte Alparayetye Aboriginal Corporation	(900.00)
BRC PO-0966	26 Sep 2023	Independent Grocers Alice Springs	(1,284.97)
BRC PO-0967	26 Sep 2023	Milner Meat & Seafood	(1,511.05)
BRC PO-0968	26 Sep 2023	Central Fruit & Vegetable Wholesalers	(428.08)
BRC PO-0969	26 Sep 2023	Arlparra Aboriginal Corporation	(400.00)
BRC PO-0970	26 Sep 2023	Central Desert Transport	(543.78)
BRC PO-0973	26 Sep 2023	Dexter Barnes	(12,000.00)
BRC PO-0974	26 Sep 2023	Butterworth Brood Pty Ltd	(4,398.95)
BRC PO-0975	26 Sep 2023	Enterprise Electrics (NT) Pty Ltd	(1,308.00)
BRC PO-0976	26 Sep 2023	Davit Pty. Ltd. t/a Aquatune	(1,722.56)
BRC PO-0977	26 Sep 2023	Peter Kittle Alice Springs	(961.26)
BRC PO-0983	26 Sep 2023	Canteen Creek Community Store	(300.00)
BRC PO-0971	27 Sep 2023	Bond and Bond Sharp	(800.00)
BRC PO-0972	27 Sep 2023	Bond and Bond Sharp	(800.00)
BRC PO-0978	27 Sep 2023	Keep Moving Pty Ltd	(1,802.66)
BRC PO-0979	27 Sep 2023	Tennant Food Barn - IGA Tennant Creek	(200.00)
BRC PO-0980	27 Sep 2023	Tennant Food Barn - IGA Tennant Creek	(298.47)
BRC PO-0981	27 Sep 2023	Tennant Food Barn - IGA Tennant Creek	(296.04)
BRC PO-0982	27 Sep 2023	Tennant Food Barn - IGA Tennant Creek	(192.20)
BRC PO-0984	27 Sep 2023	Normist Pty Ltd	(1,454.28)
BRC PO-0985	27 Sep 2023	Bunnings - Alice Springs	(500.00)
BRC PO-0986	27 Sep 2023	REPCO Alice Springs	(1,407.04)
BRC PO-0987	27 Sep 2023	Harvey Developments (NT) Pty Ltd	(29,271.51)
BRC PO-0988	27 Sep 2023	The Elliott Store	(200.00)
BRC PO-0989	27 Sep 2023	REPCO Alice Springs	(921.25)
BRC PO-0990	27 Sep 2023	Alice Hosetech Pty Ltd	(647.63)
BRC PO-0991	27 Sep 2023	Tennant Creek Tyre Centre (Bridgestone)	(350.00)
BRC PO-0992	27 Sep 2023	Canteen Creek Owairtilla Aboriginal Corporation	(2,000.00)
BRC PO-0993	27 Sep 2023	St John Ambulance Australia (NT) Inc	(1,300.00)
BRC PO-0995	27 Sep 2023	Tennant Food Barn - IGA Tennant Creek	(395.10)
BRC PO-0997	27 Sep 2023	Barkly Hardware JV Pty Ltd	(3,169.75)
BRC PO-0994	28 Sep 2023	Mirrirri Store	(800.00)
BRC PO-0996	28 Sep 2023	Isentia Pty Ltd	(935.00)
BRC PO-0998	28 Sep 2023	Area9 Pty Ltd	(19.36)
BRC PO-0999	28 Sep 2023	Area9 Pty Ltd	(19.36)
BRC PO-1000	28 Sep 2023	Big Ass Fans	(561.00)
BRC PO-1002	28 Sep 2023	Hastings Deering Australia Ltd	(139.26)
BRC PO-1003	28 Sep 2023	MTISA OFF ROAD ACCESSORIES PTY LTD	(8,625.00)
BRC PO-1004	28 Sep 2023	Warte Alparayetye Aboriginal Corporation	(70.20)
BRC PO-1005	28 Sep 2023	Warte Alparayetye Aboriginal Corporation	(21.26)
BRC PO-1006	28 Sep 2023	Warte Alparayetye Aboriginal Corporation	(1,600.00)
BRC PO-1007	28 Sep 2023	Warte Alparayetye Aboriginal Corporation	(40.40)
BRC PO-1008	28 Sep 2023	Isa Autoglass & Upholstery	(420.00)
BRC PO-1009	28 Sep 2023	Territory Pest Control	(3,640.66)
BRC PO-1013	28 Sep 2023	Barkly Plumbing Services	(506.25)

All purchase orders summary

BRC PO-1014	28 Sep 2023	Tony Michael Watson	(832.73)
BRC PO-1001	29 Sep 2023	MaxiPARTS Operations	(41.43)
BRC PO-1010	29 Sep 2023	Barkly Quality Butchers	(370.00)
BRC PO-1011	29 Sep 2023	Greyhound Australia Pty Ltd	(144.00)
BRC PO-1012	29 Sep 2023	Queensland University of Technology	(12,325.00)
BRC PO-1015	29 Sep 2023	Peter Kittle Alice Springs	(147.68)
BRC PO-1016	29 Sep 2023	Kennards Hire Alice Springs	(2,039.00)
BRC PO-1017	29 Sep 2023	Bay Leaf Cafe	(204.50)
BRC PO-1018	29 Sep 2023	Outback Caravan Park Tennant Creek	(460.00)
BRC PO-1022	29 Sep 2023	Wetenngerr Store	(23.96)
BRC PO-1040	29 Sep 2023	BOC Gases	(925.76)
Total			(769,861.76)

Terms of Reference for BRC Procurement Policy Review



Terms of Reference for BRC Procurement Policy Review

A. Objective

1. The objective to have a procurement policy review is to ensure that the appropriate procedures and scrutiny are in place to maintain the integrity of the procurement process to align BRC procurement policy with best practice procurement.

2. The Procurement Consultant is to report any act or omission observed in the procurement process that affects, or may affect, its integrity.

The Procurement Consultant will have full and free access to all aspects of the process they are engaged to assess, including all relevant documentation (such as bids and bid evaluation reports) and meetings. The Procurement Consultant should ultimately report to, and have direct access to Deputy CEO & CFO and the Audit & Risk Committee should matters worthy of comment arise.

B. Scope

3. The Procurement Consultant will undertake the following, but not limited to, the tasks:

(i) Examine and evaluate information and processes

(a) Act as an independent observer and comment on all relevant aspects of the procurement process from beginning to end, and at key stages throughout.

(b) Scrutinize the process to determine whether relevant BRC and government guidelines and appropriate policies are being followed, and that best practice is being followed.

(c) Ensure that the process is impartial and fair with no party being given advantage over another or unfairly discriminated against, and that confidential information is protected.

(d) Ensure that all relevant participants in the process are aware of their responsibilities to disclose conflicts of interest.

Terms of Reference for BRC Procurement Policy Review

(ii) Advise on the management of probity issues that may arise

(a) Conduct a risk assessment, identify possible probity issues, and prepare a probity plan that describes mitigation measures and responsibilities, prior to commencement of the procurement process.

(b) Prepare procedures for management of procurement processes (including evaluation of bids) to minimize the risk of probity issues.

(c) Providing advice to the BRC and interested parties on how emerging issues can be resolved or managed (e.g., conflicts of interest).

(iii) Documentation and reporting to the BRC

(a) Prepare a final report at the end of the review exercise of the procurement process.

(b) Prepare a signed, written final report of the procurement process, describing any probity issues that arose, how those issues were managed, and BRC's performance when conducting that stage or process.

(iv) Review procurement policy against relevant compliance requirements

(a) enhancement of local businesses and capabilities including regional opportunities.

(b) Employment of local people within the regions, value add Indigenous Employment Outcomes

(c) Harm minimisation and sustainable outcomes including cultural, economic, social and looking after country principals.

4. The final report should present the purpose, scope and results of the procurement assessment and include an expression of the Procurement Consultant's opinion of the process.

The report should highlight significant findings and recommendations and inform the Deputy CEO & CFO of any major deviations from the approved process and the reason for those deviations.

5. The relevant reports submitted by the Procurement Consultant should be appended to the documents/evaluation report submitted to the Deputy CEO & CFO and Audit & Risk Committee.

8 CORPORATE SERVICES DIRECTORATE REPORTS

Corporate Services Directorate Reports

8.1 ICT Report - October 2023

Author Grant Hanson (ICT Coordinator)

RECOMMENDATION

That Council receives and notes the report

SUMMARY

This report is to provide information to the mayor and Councilor's in relation to ICT (Information and Communication Technology) Service Delivery over the reporting period, to October 2023. Please note: the ICT Coordinator was on leave for part of this reporting period.

- Community visits undertaken
- Tara (Neutral Junction)
 - During this reporting period, my team travelled to Tara Community to install the new Network equipment that will provide connectivity to our Night patrol/Community Safety Team in the area. This will enable them to connect to our ICT resources on demand and allow for real-time communication between our head office and on the ground. Credit to Hema and Nag for completing this installation. Well done! There is a bit more equipment to go in at this site, and planning is underway to re-attend site as soon as reasonably possible.
- Planned Visits over the next reporting period
- Tara – Return Visit
- Canteen Creek
- Mungkarta
- Murray Downs
- Outages
- While I was away, there were no outages that I was made aware of.



- Projects

The below represents the current and future ICT projects (at time of this report). This will provide reports to council on how current projects are progressing and to advise council about any upcoming ICT Projects, their expected commencement dates and expected completion timeframes and dates, if available.

<u>Project Title</u>	<u>Commencement Date</u>	<u>Expected Completion Date</u>	<u>Actual Completion Date</u>	<u>Status</u>	<u>Comments</u>
Replace internal Access Points	11 August 2023	November 2023 (All Sites)	TBA	Delayed	Work continues to roll out replacement access points to all sites. The Community Safety Sites of Canteen Creek, Mungkarta, Tara and Murray Downs commenced in October 2023.
Replace Point to Point Infrastructure	April 2024	June 2024	TBA	Not Commenced	Planning continues, timeline to be advised.
Wutunugurra Optical Fiber Connection	2020	September 2023	20 September 2023	COMPLETED	Scheduled Visit on 4 th September 2023 was delayed due to a bushfire in the area, making it unsafe to travel. Latest advice indicates that the fire is still uncontained but results around the mitigation works is promising.
Digitisation Project	2022	2024	TBA	In Progress	Work is still progressing on digitizing our paper-based forms. The implementation of Docs on Tap, will be greatly beneficial for staff and Councillors.
Phase-out of Citrix	Immediate Commencement	July 2024	TBA	In Progress – Business Critical	Updated advice has been received from our ICT Provider. Those who do not need Citrix access, which is a majority of our staff, should be transitioning away from Citrix. The product will cease in July 2024. The ICT team have implemented actions to mitigate the impact of this issue, across the organization.
Rollout of Microsoft Intune	1 st October 2023	1 st November 2023	TBA	Not commenced	Work will be commencing in the next few weeks to move all of Councils ICT Systems over to Microsoft Intune. The biggest difference that users will notice is that they will login with their email addresses, rather than their user ID. All other details will remain the same.

Corporate Services Directorate Reports

8.2 Barkly Regional Deal Local Community Projects Fund For Common Seal

Author Susan Wright (Grants Manager)

RECOMMENDATION

That Council accepts the agreements and applies the common seal.

SUMMARY

Under the Local Government (General) Regulations 2021, Council is required to keep a register of Common Seal. There are 3 approved community projects requiring seals.

Arlpwe Artists Aboriginal Corporation, ABN 53 051 816 864

Purchase of New Toyota Coaster 22-seater bus for sporting, cultural and community events
\$132,147.27 plus gst \$13,214.73

Owairtilla Aboriginal Corporation, ABN 70 468 800 756

Purchase of a skid steer loader and excavator to be used for Community purposes – to maintain community infrastructure as per contractual obligations
\$87,877.00 plus gst \$ 8787.70

North Australian Rural Management Pty Ltd (NARMCO), ABN 62 103 522 498

Community Strategic Planning for four named communities (Burudu, Corella Creek, Likkaparta & Blue Bush)

\$96,488.00 plus gst \$ 9680.80

These were forwarded to the Grants Manager from Deborah Hartman, EO, BRD Backbone Team for preparation in agreement with the established protocols.

BACKGROUND

The Barkly Local Community Projects Fund (the Fund) has been established under the Barkly Regional Deal (the Deal) to deliver local projects in communities.

On 22 August 2023 the Barkly Regional Deal Community Grants Assessment Panel reviewed applications and made a recommendation to the Administration Group (Admin Group) of the Governance Table (GT) Barkly Regional Deal. On 28 August the Admin Group made the decisions on behalf of the GT.

ORGANISATIONAL RISK ASSESSMENT

Financial Risk: Any government grant program involves financial commitments. If the projects funded by these grants do not yield the expected results or run over budget, it could lead to financial strain on the government or other involved entities.

Project Delays: Delays in project implementation can impact the overall success of the Barkly Regional Deal. Whether due to unforeseen issues, logistical challenges, or other factors, delays can hinder the achievement of the deal's goals.

Economic Uncertainty: Economic factors can affect the viability of projects funded through grant agreements. Changes in market conditions, global economic instability, or fluctuations in commodity prices can impact the economic outcomes of the projects.

Accountability and Transparency: Ensuring that the grant agreements are implemented with the highest levels of accountability and transparency is crucial. Failure to do so can result in allegations of corruption, mismanagement, or misuse of funds, which can harm the success of the initiative.

Long-Term Sustainability: There may be risks related to the long-term sustainability of the projects funded by the grant agreements. It's essential to ensure that projects are not only successful in the short term but also have a lasting positive impact on the region.

BUDGET IMPLICATION

Barkly Regional Deal will allocate funds from its budget to cover the costs associated with these community projects. Proper financial oversight and project management will be essential to ensure that the projects are completed within the allocated budgets and yield the expected results, minimising the risk of financial strain on the government or involved entities.

ISSUE/OPTIONS/CONSEQUENCES

The approval and allocation of funds for the three community projects mentioned can have various issues, outcomes, and consequences, both positive and negative. Here are some potential issues, outcomes, and consequences:

Positive Outcomes/Consequences:

- Community Development
- Economic Impact
- Improved Infrastructure
- Strategic Planning

Negative Outcomes/Consequences:

- Budgetary Strain
- Mismanagement
- Accountability Issues
- Contractual Obligations
- Impact Assessment
- Long-Term Sustainability

To mitigate these issues and enhance positive outcomes, it is essential for the council, BRD and the organisations involved to have strong project management, financial oversight, and accountability mechanisms in place. Regular reporting and monitoring can help ensure that the projects stay on budget and achieve their intended goals while minimising negative consequences.

CONSULTATION & TIMING

On 22 August 2023 the Barkly Regional Deal Community Grants Assessment Panel reviewed applications and made a recommendation to the Administration Group (Admin Group) of the Governance Table (GT) Barkly Regional Deal. On 28 August the Admin Group made the decisions on behalf of the GT.

ATTACHMENTS:

1. BRDLCPF 2023 24 AAC01 [8.2.1 - 10 pages]
 2. BRDLCPF 2023 24 CC02 [8.2.2 - 10 pages]
 3. BRDLCPF 2023 24 NBAC01 [8.2.3 - 10 pages]
- BRDLCPF – 2023/24 – NBAC01
BRDLCPF – 2023/24 – CC02
BRDLCPF – 2023/24 – AAAC01

ATTACHMENT B – GRANT AGREEMENT

Grant Agreement

Barkly Regional Deal - Barkly Local Community Projects Fund

Purchase of New Toyota Coaster 22-seater bus

BRDLCPF – 2023/24 – AAAC01

DETAILS

Grant Activity	Purchase of New Toyota Coaster 22-seater bus for sporting, cultural and community events.			
Us, We, Our (the BRC)	Barkly Regional Council			
Our Contact Details	Contact name	Romeo Mutsago		
	Contact person position	Acting Chief Executive Officer		
	Postal Address	PO Box 821, Tennant Creek, NT 0861		
	Telephone	08 8962 0000		
	Email	ceo@barkly.nt.gov.au		
You, Your, the Recipient)	Arlpwe Artists Aboriginal Corporation, ABN 53 051 816 864			
	Registered (or required to be registered) for GST	Yes		
Your Contact Details	Contact name	Harry Price		
	Contact person position	CEO		
	Postal Address	89 Kinjurra Road Ali Curung NT 0872		
	Telephone	(08) 8964 1640		
	Email	manager@arlpwe.com		
Bank Account details for payment of Grant	Account Name	[Bank Account Name]		
	Bank	[Bank Name]		
	Account Number	[Account Number]	BSB	[BSB Code]
Grant Purpose	<p>Purpose of the Grant Activity: Purchase of New Toyota Coaster 22-seater bus for sporting, cultural and community events.</p> <p>Objectives of the Grant Activity: The bus is approved for on-road use only, for sporting, cultural and community events. It is not to be driven on bush trips. It is to be maintained in good condition by and securely garaged at the Arlpwe Aboriginal Corporation Art Centre. It is only to be driven by</p>			

	approved drivers licenced to drive a vehicle of this size. It will be regularly serviced and maintained and registration, fuel, repairs and maintenance will be the responsibility of the organisation named in this grant agreement. Detailed Description of the Grant Activity: Purchase of New Toyota Coaster 22-seater bus for sporting, cultural and community events. Conduct of the Grant Activity: Arlpwe Artists Aboriginal Corporation, ABN 53 051 816 864				
Grant	Grant Amount			GST Amount (if applicable)	
	\$132,147.27			☑ GST Amount \$ 13,214.73	
Payment Requirements	The Grant will be paid in accordance with the following table, provided that you are compliant with this Agreement.				
	Pmt No.	Requirement	Anticipated Date	Payment Amount (excl GST)	GST Amount (if applicable or N/A)
	1.	Both Parties sign the agreement	15/10/2023	122,147.27	12214.73
	2.	Delivery of vehicle	1/12/2023	10,000.00	1000.00
Reporting Requirements	Requirement			Due Date	
	1. Final Report at Completion of project			31/12/2023	
Acquittal Requirements	Requirement			Due Date	
	1. Completed and certified Final Acquittal Form (at Schedule 2); 2. Copy of invoices at completion of work			31/01/2024	
Grant Period	15/10/23 to 31/01/24				
Assets	equipment as per the attached quote				
Special Conditions:	Nil				

TERMS AND CONDITIONS

1. Interpretation and Definitions

- 1.1 A word or phrase in this Agreement that is capitalised is a reference to that word or phrase in the first column of the Details at the start of this Agreement, or as otherwise defined in these terms.
- 1.2 No rules of construction apply to the disadvantage of a party on the basis that that party was responsible for the preparation of this document or any part of it.
- 1.3 The word "including" is not a word of limitation.

2. Acknowledgments

- 2.1 You acknowledge:
 - (a) and agree that this Agreement is, and is intended to be, legally binding;
 - (b) your failure to comply with this Agreement may be taken into consideration in any future grant applications and may result in you being excluded from consideration for subsequent or other funding;

- (c) where you have an Australian Business Number (ABN), details of this grant may be provided by us to the Australian Taxation Office;
 - (d) and agree we may do anything in connection with this Agreement that may be required to exercise our rights and meet our obligations under the Project Funding Agreement for the Barkly Local Community Projects Fund with the Northern Territory of Australia.
- 3. Special Conditions and Additional Conditions**
- 3.1 You must comply with the Special Conditions (if any).
- 3.2 To the extent of any inconsistency between the documents or parts comprising this Agreement, then the following order of precedence will apply:
 - (a) the Special Conditions;
 - (b) these terms and conditions;
 - (c) the Details; and
 - (d) any other document incorporated by reference.
- 4. Grant of funding**
- 4.1 We agree to pay you the Grant subject to the terms and conditions set out in this Agreement.
- 4.2 We will pay the Grant to you in accordance with the Payment Requirements by electronic funds transfer to your Bank Account provided that we have received a tax compliant invoice or, where we issue a recipient created tax invoice, we have issued that invoice.
- 4.3 The Grant must be held in an account in your name at a bank, credit union or building society that is registered in Australia.
- 4.4 You accept responsibility for any additional expenditure or costs incurred in the Grant Activity, and we are under no obligation to provide you with further monies if your expenditure exceeds the Grant.
- 5. Use of the Grant**
- 5.1 You must use the Grant (including any interest earned on the Grant) within the Grant Period (or such other period as is agreed to be us in writing) for the Grant Purpose and for no other purpose (unless and until a variation is approved by us in writing).
- 5.2 During the Grant Period, you may request a variation of the Grant Purpose, which request must be in writing, providing reasons for the proposed change and (if applicable) providing a budget for the varied purpose. Approval will be at our discretion and must be in writing.
- 6. Conduct of the Grant Activity**
- 6.1 You must:
 - (a) deliver the Grant Activity and carry out the Grant Purpose, including all tasks, activities, any project plan, budget and/or performance measures, and in a manner that meets the objectives;
 - (b) comply with the Barkly Local Community Projects Fund Guidelines located at <https://barklyregionaldeal.com.au/wp-content/uploads/2020/11/Guidelines.pdf>;
 - (c) carry out the Grant Activity diligently, effectively, in a professional manner to accepted industry standards, and in accordance with this Agreement;
 - (d) adequately resource the Grant Activity with appropriately qualified, competent, experienced and skilled personnel;
 - (e) promptly comply with all of our reasonable requests or directions in respect of the Grant Activity;
 - (f) if required by us, keep us fully informed as to the progress of the Grant Activity and the expenditure of the Grant; and
 - (g) promptly advise us in writing of any relevant matters which might affect your ability to deliver or complete the Grant Activity or to meet any of your obligations under this Agreement.
- 6.2 You must carry out the Grant Activity in a manner that:
 - (a) is consistent with the commitments and representations made in your application for the Grant, including timelines, budgets, and community plans or priorities and aspirations; and
 - (b) supports, employs and trains Aboriginal Territorians.
- 6.3 If you or your subcontractors engage persons or organisations to carry out the Grant Activity (or any part of it) you must:

- (a) use your reasonable endeavours to engage Aboriginal and Territory owned enterprises operating in the Northern Territory, that have a permanent presence in the Northern Territory, and employ Northern Territory residents (“**Territory Enterprises**”);
- (b) conduct an appropriate competitive process inviting Territory Enterprises (and any other enterprises) to submit quotes or tenders, having due regard to probity;
- (c) avoid conflicts of interest; and
- (d) encourage your subcontractors to engage Territory Enterprises to carry out subcontract work associated with the Grant Activity.

7. Capital and Minor Works

7.1 This clause applies where the Grant Activity involves the acquisition, construction or improvement of structural assets or equipment, including building and construction of new facilities, extension to or upgrading of existing facilities, the purchasing, installation or upgrading of equipment, fixtures and fittings, general repairs and maintenance on existing facilities, equipment, fixtures and fittings (“**Works**”).

7.2 You must:

- (a) only engage builders that are accredited under the Australian Government Building and Construction WHS Accreditation Scheme (see <https://ablis.business.gov.au/service/ag/australian-government-building-and-construction-workplace-health-and-safety-accreditation-scheme/301>) and, on our request, provide such documentation as we require to substantiate that accreditation;
- (b) ensure the Works are completed by the end of the Grant Period;
- (c) comply with the *Code for the Tendering and Performance of Building Work 2016*, which is available at <https://www.legislation.gov.au/Details/F2017C00125> (**the Code**) where the grant activity is for works that is ‘*commonwealth funded building work*’ as defined in the Code;
- (d) ensure the Works are carried out diligently, effectively, in a proper and workmanlike manner, and in accordance with all applicable laws and Australian Standards;
- (e) only engage contractors who are appropriately qualified, skilled and experienced;
- (f) unless you have our prior written consent, only engage contractors and personnel with respect to the Works that do not have a Conflict; and
- (g) ensure that you, your employees and your contractors, comply with all requirements of the work health and safety legislation applicable to such Works, including legislation relating to asbestos.

7.3 You warrant that:

- (a) you have the right to undertake the Works at the site at which the Works will be carried out, and you have obtained any consents, approvals, agreements, authorisations or permissions of the owner and/or lessee of that site; and
- (b) the site at which the Works will be carried out is, and will at all times be, fit for the purposes of carrying out the Grant Activity and the Works.

8. Assets

8.1 For the purpose of this clause, “**Asset**” means any item of property that has been created, acquired or leased wholly or in part with the Grant Amount, or that we otherwise provide to you for a Grant Activity, but does not include consumable items.

8.2 You must first obtain our written consent before using the Grant Amount to acquire an Asset valued at \$1,000 or more. Our consent is already granted for any Asset expressly described in the Details.

8.3 The Asset must be used primarily for the Grant Activity and you must:

- (a) own the Asset in your name and, if the Asset is capable of being registered, register it in your own name;
- (b) hold the Asset securely and safeguard it against theft, loss, damage and unauthorised use;
- (c) maintain the Asset in good working order;
- (d) appropriately insure the Asset; and
- (e) maintain, and provided to us on request, a register of Assets including date of acquisition, price, description and location.

8.4 You must seek our prior written consent before disposing of an Asset and we may direct you to sell for the best price reasonably obtainable (and retain for an approved purpose, or pay to us, some or all of the sale price) or otherwise dispose of the Asset, including transferring the Asset to a third party.

- 8.5 If you dispose of an Asset without our prior written consent, we may by written notice require you to repay that part of the Grant Amount we contributed to the acquisition cost of the Asset.

9. Acknowledgement of Grant

- 9.1 You agree to acknowledge our contribution to the Grant Activity in all promotional, advertising or other publications (such as annual reports, newsletters, websites) by using the approved logos of the Australian Government, Northern Territory Government and the Barkly Regional Council, together with the phrase "Sponsored by the Barkly Regional Deal – a commitment between the Australian Government, the Northern Territory Government and the Barkly Regional Council" or as otherwise directed by us.
- 9.2 We will provide you with the current version of the logo.
- 9.3 The logo must be reproduced only in the format provided and of equal size and prominence to your logo.
- 9.4 We reserve the right to limit and withdraw the use of our name and logo by you.

10. Records, Reporting, Acquittal and Audit

- 10.1 You must keep accurate financial records relating to the Grant so that at all times the use of the Grant is identifiable, ascertainable and substantiated.
- 10.2 You must comply with all Reporting Requirements and Acquittal Requirements by the specified Due Dates.
- 10.3 You authorise us to inspect and audit all of your records in connection with this Agreement and you agree to fully cooperate with us in that regard.
- 10.4 You authorise us to publish or otherwise report on the outcome of the Grant Activity.

11. Withholding funding

- 11.1 If in our reasonable opinion you have not complied with this Agreement in any material way we may, by notifying you in writing, withhold payment of all or any part of the Grant.

12. Unspent, Misused or Unacquitted Grant

- 12.1 If the Grant, or part of it, is not spent on the earlier of:
- (a) the end of the Grant Period (and we have not agreed a variation); or
 - (b) termination of this Agreement,
- you must promptly return that part of the Grant that has not been spent to us.
- 12.2 If at any time we form the reasonable opinion that the Grant, or a part of it, has not been used in accordance with this Agreement or has not been acquitted by you to our reasonable satisfaction, then you must repay the Grant, or any part of it, as we require in any written notice we give you.

13. Conflict of Interest

- 13.1 For the purpose of this Agreement, "**Conflict**" means any matter, circumstance, interest, activity or other matter in connection with you, or your officers, employees, subcontractors, agents, advisors, volunteers and other personnel and their related entities, such as parent or subsidiary companies, directors, managers or other persons in a position of influence and their close relatives, which may or may reasonably be perceived to impair you or your personnel's ability to carry out any responsibilities or obligations under this Agreement diligently, independently and impartially.
- 13.2 You warrant that, at the date of signing this Agreement, to the best of your knowledge no Conflict exists or is likely to arise in connection with this Agreement.
- 13.3 If you engage subcontractors to assist in the Grant Activity, you must take reasonable steps to ensure your subcontractors have no Conflict.
- 13.4 If during the performance of this Agreement you become aware of a Conflict, you must immediately notify us, and you must also notify the Barkly Backbone Team by email at info@barklybackbone.com.au, the steps you propose to take to resolve or deal with the Conflict. In consultation with the Barkly Backbone Team, we may suspend your delivery of the Grant Activity and your use of the Grant until such time as the Conflict is resolved to our satisfaction.

14. Insurance

- 14.1 You must hold and maintain insurance policies in amounts sufficient to insure for your risks and liabilities in connection with this Agreement (such as public liability, accident or injury to your volunteers and

employees, plant and equipment, motor vehicle, loss, damage or theft of assets, travel) and provide us with written proof from your insurers when requested.

- 14.2 You are responsible for determining what types and levels of insurance are required to cover the Grant Activity and comply with this clause.

15. Risk & Indemnity

- 15.1 You agree to deliver each Grant Activity at your own risk and we are not liable:

- (a) to you or your personnel for any loss or damage you suffer or the injury or death of any person, howsoever occasioned; or
- (b) for the actual cost of the Grant Activity being greater than anticipated.

- 15.2 You indemnify us against all claims, proceedings or actions whatsoever brought or made against us and all losses, damages, costs or expenses we may sustain or incur howsoever arising, whether directly or indirectly in connection with this Agreement, except to the extent caused or contributed to by our negligent act or omission.

16. GST

- 16.1 Any term used in this clause that is referred to in *A New Tax System (Goods and Services Tax) Act 1999* (Cwth) will have the meaning which it has in that Act.

- 16.2 You must pay all taxes, duties and government charges imposed or levied in connection with the performance of this Agreement, except as provided by this clause.

- 16.3 The Grant Amount is GST exclusive.

- 16.4 If you are not registered for GST, you warrant that you are not required to be registered for GST, and you must not charge GST.

- 16.5 If you are registered for GST or are required to be registered for GST and the Grant Amount is being provided in return for a Taxable Supply, we will pay you the GST Amount on provision of a tax invoice by you or a recipient created tax invoice ("RCTI") by us.

- 16.6 The parties acknowledge and agree that, prior to the Supplier (you) providing the Recipient (us) with a tax invoice for a supply as described in clause 16.5, we may (at our discretion) issue you with a RCTI and/or adjustment note in respect of the supply on the following terms and conditions, or otherwise in a format set out by the Australian Taxation Office:

- (a) both parties acknowledge that they are registered for GST when the RCTI is issued and the RCTI must show your Australian Business Number ("ABN");
- (b) you agree that we can issue tax invoices in respect of the supply within 28 days from the date of determining the value of the supply;
- (c) you will not issue tax invoices in respect of the supply;
- (d) you will notify us if you cease to be registered for GST purposes.

- 16.7 If the GST Amount differs from the amount of GST paid or payable, we must issue an appropriate recipient created adjustment note and pay you or you must pay us, as the case may be, any difference within 14 days.

- 16.8 No party may claim or retain from the other party any amount in relation to a supply made under this Agreement for which the first party can obtain an input tax credit or decreasing adjustment.

- 16.9 If you become registered for GST or become required to be registered for GST, or you cease to be registered for GST, you must notify us within 7 days.

17. Intellectual Property

- 17.1 Intellectual property in material created by or on your behalf in the course of, or for the purpose of, the Grant Activity ("**Agreement Material**") vests in you.
- 17.2 You grant us a perpetual, irrevocable, royalty-free, non-exclusive licence to use, adapt, communicate, publish, reproduce, and sub-licence Agreement Material (including material that is incorporated in or supplied with that Agreement Material).

18. Confidential Information and Privacy

- 18.1 Subject to clause 17.2, the parties will not disclose each other's information that is marked as or is agreed to be confidential, or which should reasonably be assumed to be confidential, without prior written consent of the party whose information is to be disclosed unless required or permitted by law.
- 18.2 You agree to deal with all 'personal information' (as defined in the *Information Act 2002* (NT)) in connection with the Grant Activity in a manner that is consistent the Information Privacy Principles set out in that Act as if you were a public sector organisation.

19. Notices

- 19.1 All communications required to be given in writing in this Agreement must be given by registered post or by email to the relevant party's Contact Details. A communication sent by:
- (a) prepaid post is taken to be received on the 3rd business day after posting; and
 - (b) email is taken to have been received at 9.00 a.m. on the following business day, subject to no automated notification having been sent advising that the email was not delivered or the addressee is "out of office" or similar.

20. Debt Due and Payable

- 20.1 Without prejudice to any of our other rights under this Agreement, we may recover any amounts that you owe to us under this Agreement as a debt due and payable to us by you upon demand or set off the amount against future payments under this or any other agreement with you.

21. Intervening Event

- 21.1 You must notify us if you are unable to perform any part of your obligations under this Agreement due to a circumstance or event which could not reasonably have been foreseen by you and is caused by circumstances beyond your reasonable control (but does not include circumstances caused by acts or omissions of you, your officers, employees, subcontractors or agents) ("**Intervening Event**").
- 21.2 In the event of an Intervening Event, your performance under this Agreement and our obligation to pay shall be suspended for the period that the event continues and you will have a reasonable extension of time for performance of your obligations in the circumstances.

22. Disputes:

- 22.1 The parties agree not to initiate legal proceedings in relation to a dispute unless they have first tried and failed to resolve the dispute by negotiation and mediation. The procedure for dispute resolution does not apply to action relating to termination or urgent litigation or where a party unreasonably fails to participate in negotiation or mediation.

23. Termination

- 23.1 We may immediately terminate this Agreement by written notice to you if in our reasonable opinion:
- (a) you are no longer able or willing to complete the Grant Activity;
 - (b) you have a Conflict that cannot be resolved to our satisfaction or remains unresolved after a reasonable period of time;
 - (c) information provided to us by you contained materially incorrect, false or misleading;
 - (d) you breach or otherwise fail to comply with this Agreement and you fail to remedy that breach within the period specified in our notice to you;

- (e) an Intervening Event continues for more than 30 consecutive days; or
- (f) you are insolvent or become subject to any form of external administration, and clause 12 will apply.

24. Barkly Regional Deal

24.1 The parties acknowledge and agree that:

- (a) this Agreement is made in pursuance of the Barkly Regional Deal, a joint partnership established in April 2019 between the Commonwealth of Australia, the Northern Territory of Australia and the BRC;
- (b) this Agreement is for the benefit of the Commonwealth of Australia and the Northern Territory of Australia (**the Funding Contributors**), and the Funding Contributors are entitled to the rights and privileges under this Agreement as if they each were the Barkly Regional Council and a relevant provision may be enforced by the Funding Contributors in accordance with section 56 of the *Law of Property Act 2000*; and
- (c) Notwithstanding any other provision of this Agreement, the Recipient must do all things which the Territory requests the Recipient to do (including the Recipient providing information to the Territory, or the Recipient doing or refraining from doing some thing) in order for the BRC to comply with its obligations under the Project Funding Agreement for the Barkly Local Community Projects Fund and the Barkly Regional Deal.

25. General

- 25.1 Survival: The expiry or earlier termination of this Agreement does not affect the continued operation of a clause that expressly or by its nature survives the termination or expiry of this Agreement.
 - 25.2 No assignment: This Agreement is not assignable or transferrable without our written consent.
 - 25.3 Variation: This Agreement may only be varied by an agreement in writing between the parties.
 - 25.4 Warranties: You warrant that you are properly established and constituted at law and you have the power and authority to enter into this Agreement.
 - 25.5 Compliance with laws: You agree to comply with all laws relevant to the Grant Activity.
 - 25.6 Entire Agreement: This Agreement constitutes the entire agreement between the parties in respect of the Grant and the Grant Activity.
 - 25.7 Severance: If a court determines that a word, phrase, sentence, paragraph or provision in this Agreement is unenforceable, illegal or void then the rest of this Agreement continues in effect as if the invalid part were excluded.
 - 25.8 Waiver: A waiver by a party of any right under this Agreement, including a failure to enforce an obligation or exercise a right, is not, and will not be deemed to be, a waiver of any other right of that party under this Agreement.
 - 25.9 Governing law: This Agreement will be governed by and construed in accordance with the laws of the Northern Territory. The parties submit to the non-exclusive jurisdiction of the courts of the Northern Territory.
 - 25.10 Execution: The parties agree that this Agreement may be executed in any number of counterparts, which may be signed using a digital signature and may be given to the other party by electronic means. Each signed counterpart when read together will be deemed to form one binding Agreement.
 - 25.11 Legal costs: Each party must pay their own legal costs of and incidental to the preparation, negotiation and execution of this Agreement.
-

EXECUTION PAGE

You agree that, before executing this Agreement you have read and understood all of the terms and conditions of this Agreement, you are fully aware of your rights, duties and obligations under this Agreement, and the persons signing are fully authorised to execute this Agreement to legally bind the Recipient.

Executed as an Agreement.

The **COMMON SEAL** of the **BARKLY REGIONAL COUNCIL** was
hereto affixed in accordance with section 26 of the *Local
Government Act 2008* in the presence of:

.....
(Signature of Delegate)

Date: / / 20.....

.....
(Signature of Witness)

.....
(Name of Witness)

in the presence of

.....
(Print Name of Witness)

.....
(Signature of Witness)

EXECUTED by [Print Legal Name]
in accordance with section 127(1) of the *Corporations Act 2001* (Cth)

on the day of
(Print Day in Words) (Print Month and year)

by
(Print Name of Director) (Signature of Director)

and
(Print Name of Director/Secretary) (Signature of Director/Secretary)

in the presence of
(Print Name of Authorised Officer) (Signature of Authorised Officer)

and
(Print Name of Authorised Officer) (Signature of Authorised Officer)

Declaration and Final Acquittal Form

Section A: Project Details

For: Purchase of New Toyota Coaster 22-seater bus for sporting, cultural and community events.
BRDLCPF – 2023/24 – AAAC01

Recipient: Arlpwe Artists Aboriginal Corporation, ABN 53 051 816 864

Grant Period: 15/10/23 to 31/01/24

Grant: \$132,147.27 plus gst \$13,214.73

Section B: Declaration

1. I **[insert full name of Duly Authorised Officer 1]** and **[insert full name of Duly Authorised Officer 2]** certify, and solemnly and sincerely declare, that:
 - (a) the Recipient has met the performance measures, and has achieved the outcomes and outputs set out in the Grant Purpose;
 - (b) the Recipient has expended the total Grant on the Grant Activity in accordance with the terms and conditions of the Grant Agreement with the Northern Territory of Australia;
 - (c) the Recipient has recorded and retained original invoices and receipts with respect to the Grant; and
 - (d) the Recipient has completed and submitted to the BRC the Reports, Acquittals and proof of expenditure required under the Grant Agreement.
2. We each acknowledge that the BRC may audit the organisation to verify the accuracy of the information contained in this document.
3. We each warrant that we are authorised by and are signing for and on behalf of the Recipient.
4. We each declare the information contained in this document is true and correct and acknowledge that it is an offence to make a declaration that is false in any material particular under the *Oaths, Affidavits and Declarations Act 2010*.

This declaration is made at **[insert the place where the declaration is being made, e.g. Darwin]**.

Duly Authorised Officer 1		Duly Authorised Officer 2	
Name:		Name:	
Title:		Title:	
Signature:		Signature:	
Date: / / 20	Date: / / 20

ATTACHMENT B – GRANT AGREEMENT

Grant Agreement

Barkly Regional Deal - Barkly Local Community Projects Fund

Purchase of skid steer loader and excavator

BRDLCPF – 2023/24 – CC02

DETAILS

Grant Activity	Purchase of skid steer loader and excavator. The equipment is to be used for community purposes and in fulfilling contracts and sub-contracts awarded to the corporation. It will be regularly serviced and maintained, and any required registration, fuel, repairs and maintenance costs will be the responsibility of the organisation named in the grant application. It is noted that this grant will facilitate the training and employment of 4 local Aboriginal workers.			
Us, We, Our (the BRC)	Barkly Regional Council			
Our Contact Details	Contact name	Romeo Mutsago		
	Contact person position	Acting Chief Executive Officer		
	Postal Address	PO Box 821, Tennant Creek, NT 0861		
	Telephone	08 8962 0000		
	Email	ceo@barkly.nt.gov.au		
You, Your, the Recipient)	Owairtilla Aboriginal Corporation, ABN 70 468 800 756			
	Registered (or required to be registered) for GST	Yes		
Your Contact Details	Contact name	Matt Davidson		
	Contact person position	CEO		
	Postal Address	PMB 116, Via Alice Springs Canteen Creek NT 0872		
	Telephone	(08) 8964 1515		
	Email	ceo@canteencreek.com.au		
Bank Account details for payment of Grant	Account Name	[Bank Account Name]		
	Bank	[Bank Name]		
	Account Number	[Account Number]	BSB	[BSB Code]
Grant Purpose	Purpose of the Grant Activity: # The project will involve the purchase of a skid steer loader and excavator to be used for Community purposes – to maintain community infrastructure as per contractual obligations.			

	Objectives of the Grant Activity: Enhancement of local employment opportunities through subcontract and fulfil subcontracts with DIPL, P&W DoH and THFC. This replaces old machinery that is no long fit for sue Detailed Description of the Grant Activity: Purchase of a loader/slasher/excavator for use In maintenance activities in Canteen Creek. Conduct of the Grant Activity: Owairtilla Aboriginal Corporation, ABN 70 468 800 756 applying for Canteen Creek.				
Grant	Grant Amount			GST Amount (if applicable)	
	\$87,877.00			<input checked="" type="checkbox"/> GST Amount \$ 8787.70	
Payment Requirements	The Grant will be paid in accordance with the following table, provided that you are compliant with this Agreement.				
	Pmt No.	Requirement	Anticipated Date	Payment Amount (excl GST)	GST Amount (if applicable or N/A)
	1.	Both Parties sign the agreement	15/10/2023	77,877.00	7787.70
	2.	Delivery of vehicle	1/12/2023	10,000.00	1000.00
Reporting Requirements	Requirement			Due Date	
	1. Final Report at Completion of project			31/12/2023	
Acquittal Requirements	Requirement			Due Date	
	1. Completed and certified Final Acquittal Form (at Schedule 2); 2. Copy of invoices at completion of work			31/01/2024	
Grant Period	15/10/23 to 31/01/24				
Assets	equipment as per the attached quote				
Special Conditions:	Nil				

TERMS AND CONDITIONS

1. Interpretation and Definitions

- 1.1 A word or phrase in this Agreement that is capitalised is a reference to that word or phrase in the first column of the Details at the start of this Agreement, or as otherwise defined in these terms.
- 1.2 No rules of construction apply to the disadvantage of a party on the basis that that party was responsible for the preparation of this document or any part of it.
- 1.3 The word "including" is not a word of limitation.

2. Acknowledgments

- 2.1 You acknowledge:
 - (a) and agree that this Agreement is, and is intended to be, legally binding;
 - (b) your failure to comply with this Agreement may be taken into consideration in any future grant applications and may result in you being excluded from consideration for subsequent or other funding;

- (c) where you have an Australian Business Number (ABN), details of this grant may be provided by us to the Australian Taxation Office;
 - (d) and agree we may do anything in connection with this Agreement that may be required to exercise our rights and meet our obligations under the Project Funding Agreement for the Barkly Local Community Projects Fund with the Northern Territory of Australia.
- 3. Special Conditions and Additional Conditions**
- 3.1 You must comply with the Special Conditions (if any).
- 3.2 To the extent of any inconsistency between the documents or parts comprising this Agreement, then the following order of precedence will apply:
 - (a) the Special Conditions;
 - (b) these terms and conditions;
 - (c) the Details; and
 - (d) any other document incorporated by reference.
- 4. Grant of funding**
- 4.1 We agree to pay you the Grant subject to the terms and conditions set out in this Agreement.
- 4.2 We will pay the Grant to you in accordance with the Payment Requirements by electronic funds transfer to your Bank Account provided that we have received a tax compliant invoice or, where we issue a recipient created tax invoice, we have issued that invoice.
- 4.3 The Grant must be held in an account in your name at a bank, credit union or building society that is registered in Australia.
- 4.4 You accept responsibility for any additional expenditure or costs incurred in the Grant Activity, and we are under no obligation to provide you with further monies if your expenditure exceeds the Grant.
- 5. Use of the Grant**
- 5.1 You must use the Grant (including any interest earned on the Grant) within the Grant Period (or such other period as is agreed to be us in writing) for the Grant Purpose and for no other purpose (unless and until a variation is approved by us in writing).
- 5.2 During the Grant Period, you may request a variation of the Grant Purpose, which request must be in writing, providing reasons for the proposed change and (if applicable) providing a budget for the varied purpose. Approval will be at our discretion and must be in writing.
- 6. Conduct of the Grant Activity**
- 6.1 You must:
 - (a) deliver the Grant Activity and carry out the Grant Purpose, including all tasks, activities, any project plan, budget and/or performance measures, and in a manner that meets the objectives;
 - (b) comply with the Barkly Local Community Projects Fund Guidelines located at <https://barklyregionaldeal.com.au/wp-content/uploads/2020/11/Guidelines.pdf>;
 - (c) carry out the Grant Activity diligently, effectively, in a professional manner to accepted industry standards, and in accordance with this Agreement;
 - (d) adequately resource the Grant Activity with appropriately qualified, competent, experienced and skilled personnel;
 - (e) promptly comply with all of our reasonable requests or directions in respect of the Grant Activity;
 - (f) if required by us, keep us fully informed as to the progress of the Grant Activity and the expenditure of the Grant; and
 - (g) promptly advise us in writing of any relevant matters which might affect your ability to deliver or complete the Grant Activity or to meet any of your obligations under this Agreement.
- 6.2 You must carry out the Grant Activity in a manner that:
 - (a) is consistent with the commitments and representations made in your application for the Grant, including timelines, budgets, and community plans or priorities and aspirations; and
 - (b) supports, employs and trains Aboriginal Territorians.
- 6.3 If you or your subcontractors engage persons or organisations to carry out the Grant Activity (or any part of it) you must:

- (a) use your reasonable endeavours to engage Aboriginal and Territory owned enterprises operating in the Northern Territory, that have a permanent presence in the Northern Territory, and employ Northern Territory residents (“**Territory Enterprises**”);
 - (b) conduct an appropriate competitive process inviting Territory Enterprises (and any other enterprises) to submit quotes or tenders, having due regard to probity;
 - (c) avoid conflicts of interest; and
 - (d) encourage your subcontractors to engage Territory Enterprises to carry out subcontract work associated with the Grant Activity.
- 7. Capital and Minor Works**
- 7.1 This clause applies where the Grant Activity involves the acquisition, construction or improvement of structural assets or equipment, including building and construction of new facilities, extension to or upgrading of existing facilities, the purchasing, installation or upgrading of equipment, fixtures and fittings, general repairs and maintenance on existing facilities, equipment, fixtures and fittings (“**Works**”).
- 7.2 You must:
- (a) only engage builders that are accredited under the Australian Government Building and Construction WHS Accreditation Scheme (see <https://ablis.business.gov.au/service/ag/australian-government-building-and-construction-workplace-health-and-safety-accreditation-scheme/301>) and, on our request, provide such documentation as we require to substantiate that accreditation;
 - (b) ensure the Works are completed by the end of the Grant Period;
 - (c) comply with the *Code for the Tendering and Performance of Building Work 2016*, which is available at <https://www.legislation.gov.au/Details/F2017C00125> (**the Code**) where the grant activity is for works that is ‘*commonwealth funded building work*’ as defined in the Code;
 - (d) ensure the Works are carried out diligently, effectively, in a proper and workmanlike manner, and in accordance with all applicable laws and Australian Standards;
 - (e) only engage contractors who are appropriately qualified, skilled and experienced;
 - (f) unless you have our prior written consent, only engage contractors and personnel with respect to the Works that do not have a Conflict; and
 - (g) ensure that you, your employees and your contractors, comply with all requirements of the work health and safety legislation applicable to such Works, including legislation relating to asbestos.
- 7.3 You warrant that:
- (a) you have the right to undertake the Works at the site at which the Works will be carried out, and you have obtained any consents, approvals, agreements, authorisations or permissions of the owner and/or lessee of that site; and
 - (b) the site at which the Works will be carried out is, and will at all times be, fit for the purposes of carrying out the Grant Activity and the Works.
- 8. Assets**
- 8.1 For the purpose of this clause, “**Asset**” means any item of property that has been created, acquired or leased wholly or in part with the Grant Amount, or that we otherwise provide to you for a Grant Activity, but does not include consumable items.
- 8.2 You must first obtain our written consent before using the Grant Amount to acquire an Asset valued at \$1,000 or more. Our consent is already granted for any Asset expressly described in the Details.
- 8.3 The Asset must be used primarily for the Grant Activity and you must:
- (a) own the Asset in your name and, if the Asset is capable of being registered, register it in your own name;
 - (b) hold the Asset securely and safeguard it against theft, loss, damage and unauthorised use;
 - (c) maintain the Asset in good working order;
 - (d) appropriately insure the Asset; and
 - (e) maintain, and provided to us on request, a register of Assets including date of acquisition, price, description and location.
- 8.4 You must seek our prior written consent before disposing of an Asset and we may direct you to sell for the best price reasonably obtainable (and retain for an approved purpose, or pay to us, some or all of the sale price) or otherwise dispose of the Asset, including transferring the Asset to a third party.

- 8.5 If you dispose of an Asset without our prior written consent, we may by written notice require you to repay that part of the Grant Amount we contributed to the acquisition cost of the Asset.

9. Acknowledgement of Grant

- 9.1 You agree to acknowledge our contribution to the Grant Activity in all promotional, advertising or other publications (such as annual reports, newsletters, websites) by using the approved logos of the Australian Government, Northern Territory Government and the Barkly Regional Council, together with the phrase "Sponsored by the Barkly Regional Deal – a commitment between the Australian Government, the Northern Territory Government and the Barkly Regional Council" or as otherwise directed by us.
- 9.2 We will provide you with the current version of the logo.
- 9.3 The logo must be reproduced only in the format provided and of equal size and prominence to your logo.
- 9.4 We reserve the right to limit and withdraw the use of our name and logo by you.

10. Records, Reporting, Acquittal and Audit

- 10.1 You must keep accurate financial records relating to the Grant so that at all times the use of the Grant is identifiable, ascertainable and substantiated.
- 10.2 You must comply with all Reporting Requirements and Acquittal Requirements by the specified Due Dates.
- 10.3 You authorise us to inspect and audit all of your records in connection with this Agreement and you agree to fully cooperate with us in that regard.
- 10.4 You authorise us to publish or otherwise report on the outcome of the Grant Activity.

11. Withholding funding

- 11.1 If in our reasonable opinion you have not complied with this Agreement in any material way we may, by notifying you in writing, withhold payment of all or any part of the Grant.

12. Unspent, Misused or Unacquitted Grant

- 12.1 If the Grant, or part of it, is not spent on the earlier of:
- (a) the end of the Grant Period (and we have not agreed a variation); or
 - (b) termination of this Agreement,
- you must promptly return that part of the Grant that has not been spent to us.
- 12.2 If at any time we form the reasonable opinion that the Grant, or a part of it, has not been used in accordance with this Agreement or has not been acquitted by you to our reasonable satisfaction, then you must repay the Grant, or any part of it, as we require in any written notice we give you.

13. Conflict of Interest

- 13.1 For the purpose of this Agreement, "**Conflict**" means any matter, circumstance, interest, activity or other matter in connection with you, or your officers, employees, subcontractors, agents, advisors, volunteers and other personnel and their related entities, such as parent or subsidiary companies, directors, managers or other persons in a position of influence and their close relatives, which may or may reasonably be perceived to impair you or your personnel's ability to carry out any responsibilities or obligations under this Agreement diligently, independently and impartially.
- 13.2 You warrant that, at the date of signing this Agreement, to the best of your knowledge no Conflict exists or is likely to arise in connection with this Agreement.
- 13.3 If you engage subcontractors to assist in the Grant Activity, you must take reasonable steps to ensure your subcontractors have no Conflict.
- 13.4 If during the performance of this Agreement you become aware of a Conflict, you must immediately notify us, and you must also notify the Barkly Backbone Team by email at info@barklybackbone.com.au, the steps you propose to take to resolve or deal with the Conflict. In consultation with the Barkly Backbone Team, we may suspend your delivery of the Grant Activity and your use of the Grant until such time as the Conflict is resolved to our satisfaction.

14. Insurance

- 14.1 You must hold and maintain insurance policies in amounts sufficient to insure for your risks and liabilities in connection with this Agreement (such as public liability, accident or injury to your volunteers and

employees, plant and equipment, motor vehicle, loss, damage or theft of assets, travel) and provide us with written proof from your insurers when requested.

- 14.2 You are responsible for determining what types and levels of insurance are required to cover the Grant Activity and comply with this clause.

15. Risk & Indemnity

- 15.1 You agree to deliver each Grant Activity at your own risk and we are not liable:

- (a) to you or your personnel for any loss or damage you suffer or the injury or death of any person, howsoever occasioned; or
- (b) for the actual cost of the Grant Activity being greater than anticipated.

- 15.2 You indemnify us against all claims, proceedings or actions whatsoever brought or made against us and all losses, damages, costs or expenses we may sustain or incur howsoever arising, whether directly or indirectly in connection with this Agreement, except to the extent caused or contributed to by our negligent act or omission.

16. GST

- 16.1 Any term used in this clause that is referred to in *A New Tax System (Goods and Services Tax) Act 1999* (Cwth) will have the meaning which it has in that Act.

- 16.2 You must pay all taxes, duties and government charges imposed or levied in connection with the performance of this Agreement, except as provided by this clause.

- 16.3 The Grant Amount is GST exclusive.

- 16.4 If you are not registered for GST, you warrant that you are not required to be registered for GST, and you must not charge GST.

- 16.5 If you are registered for GST or are required to be registered for GST and the Grant Amount is being provided in return for a Taxable Supply, we will pay you the GST Amount on provision of a tax invoice by you or a recipient created tax invoice ("RCTI") by us.

- 16.6 The parties acknowledge and agree that, prior to the Supplier (you) providing the Recipient (us) with a tax invoice for a supply as described in clause 16.5, we may (at our discretion) issue you with a RCTI and/or adjustment note in respect of the supply on the following terms and conditions, or otherwise in a format set out by the Australian Taxation Office:

- (a) both parties acknowledge that they are registered for GST when the RCTI is issued and the RCTI must show your Australian Business Number ("ABN");
- (b) you agree that we can issue tax invoices in respect of the supply within 28 days from the date of determining the value of the supply;
- (c) you will not issue tax invoices in respect of the supply;
- (d) you will notify us if you cease to be registered for GST purposes.

- 16.7 If the GST Amount differs from the amount of GST paid or payable, we must issue an appropriate recipient created adjustment note and pay you or you must pay us, as the case may be, any difference within 14 days.

- 16.8 No party may claim or retain from the other party any amount in relation to a supply made under this Agreement for which the first party can obtain an input tax credit or decreasing adjustment.

- 16.9 If you become registered for GST or become required to be registered for GST, or you cease to be registered for GST, you must notify us within 7 days.

17. Intellectual Property

- 17.1 Intellectual property in material created by or on your behalf in the course of, or for the purpose of, the Grant Activity ("**Agreement Material**") vests in you.
- 17.2 You grant us a perpetual, irrevocable, royalty-free, non-exclusive licence to use, adapt, communicate, publish, reproduce, and sub-licence Agreement Material (including material that is incorporated in or supplied with that Agreement Material).

18. Confidential Information and Privacy

- 18.1 Subject to clause 17.2, the parties will not disclose each other's information that is marked as or is agreed to be confidential, or which should reasonably be assumed to be confidential, without prior written consent of the party whose information is to be disclosed unless required or permitted by law.
- 18.2 You agree to deal with all 'personal information' (as defined in the *Information Act 2002* (NT)) in connection with the Grant Activity in a manner that is consistent the Information Privacy Principles set out in that Act as if you were a public sector organisation.

19. Notices

- 19.1 All communications required to be given in writing in this Agreement must be given by registered post or by email to the relevant party's Contact Details. A communication sent by:
- (a) prepaid post is taken to be received on the 3rd business day after posting; and
 - (b) email is taken to have been received at 9.00 a.m. on the following business day, subject to no automated notification having been sent advising that the email was not delivered or the addressee is "out of office" or similar.

20. Debt Due and Payable

- 20.1 Without prejudice to any of our other rights under this Agreement, we may recover any amounts that you owe to us under this Agreement as a debt due and payable to us by you upon demand or set off the amount against future payments under this or any other agreement with you.

21. Intervening Event

- 21.1 You must notify us if you are unable to perform any part of your obligations under this Agreement due to a circumstance or event which could not reasonably have been foreseen by you and is caused by circumstances beyond your reasonable control (but does not include circumstances caused by acts or omissions of you, your officers, employees, subcontractors or agents) ("**Intervening Event**").
- 21.2 In the event of an Intervening Event, your performance under this Agreement and our obligation to pay shall be suspended for the period that the event continues and you will have a reasonable extension of time for performance of your obligations in the circumstances.

22. Disputes:

- 22.1 The parties agree not to initiate legal proceedings in relation to a dispute unless they have first tried and failed to resolve the dispute by negotiation and mediation. The procedure for dispute resolution does not apply to action relating to termination or urgent litigation or where a party unreasonably fails to participate in negotiation or mediation.

23. Termination

- 23.1 We may immediately terminate this Agreement by written notice to you if in our reasonable opinion:
- (a) you are no longer able or willing to complete the Grant Activity;
 - (b) you have a Conflict that cannot be resolved to our satisfaction or remains unresolved after a reasonable period of time;
 - (c) information provided to us by you contained materially incorrect, false or misleading;
 - (d) you breach or otherwise fail to comply with this Agreement and you fail to remedy that breach within the period specified in our notice to you;

- (e) an Intervening Event continues for more than 30 consecutive days; or
- (f) you are insolvent or become subject to any form of external administration, and clause 12 will apply.

24. Barkly Regional Deal

24.1 The parties acknowledge and agree that:

- (a) this Agreement is made in pursuance of the Barkly Regional Deal, a joint partnership established in April 2019 between the Commonwealth of Australia, the Northern Territory of Australia and the BRC;
- (b) this Agreement is for the benefit of the Commonwealth of Australia and the Northern Territory of Australia (**the Funding Contributors**), and the Funding Contributors are entitled to the rights and privileges under this Agreement as if they each were the Barkly Regional Council and a relevant provision may be enforced by the Funding Contributors in accordance with section 56 of the *Law of Property Act 2000*; and
- (c) Notwithstanding any other provision of this Agreement, the Recipient must do all things which the Territory requests the Recipient to do (including the Recipient providing information to the Territory, or the Recipient doing or refraining from doing some thing) in order for the BRC to comply with its obligations under the Project Funding Agreement for the Barkly Local Community Projects Fund and the Barkly Regional Deal.

25. General

- 25.1 Survival: The expiry or earlier termination of this Agreement does not affect the continued operation of a clause that expressly or by its nature survives the termination or expiry of this Agreement.
 - 25.2 No assignment: This Agreement is not assignable or transferrable without our written consent.
 - 25.3 Variation: This Agreement may only be varied by an agreement in writing between the parties.
 - 25.4 Warranties: You warrant that you are properly established and constituted at law and you have the power and authority to enter into this Agreement.
 - 25.5 Compliance with laws: You agree to comply with all laws relevant to the Grant Activity.
 - 25.6 Entire Agreement: This Agreement constitutes the entire agreement between the parties in respect of the Grant and the Grant Activity.
 - 25.7 Severance: If a court determines that a word, phrase, sentence, paragraph or provision in this Agreement is unenforceable, illegal or void then the rest of this Agreement continues in effect as if the invalid part were excluded.
 - 25.8 Waiver: A waiver by a party of any right under this Agreement, including a failure to enforce an obligation or exercise a right, is not, and will not be deemed to be, a waiver of any other right of that party under this Agreement.
 - 25.9 Governing law: This Agreement will be governed by and construed in accordance with the laws of the Northern Territory. The parties submit to the non-exclusive jurisdiction of the courts of the Northern Territory.
 - 25.10 Execution: The parties agree that this Agreement may be executed in any number of counterparts, which may be signed using a digital signature and may be given to the other party by electronic means. Each signed counterpart when read together will be deemed to form one binding Agreement.
 - 25.11 Legal costs: Each party must pay their own legal costs of and incidental to the preparation, negotiation and execution of this Agreement.
-

EXECUTION PAGE

You agree that, before executing this Agreement you have read and understood all of the terms and conditions of this Agreement, you are fully aware of your rights, duties and obligations under this Agreement, and the persons signing are fully authorised to execute this Agreement to legally bind the Recipient.

Executed as an Agreement.

The **COMMON SEAL** of the **BARKLY REGIONAL COUNCIL** was
hereto affixed in accordance with section 26 of the *Local
Government Act 2008* in the presence of:

.....
(Signature of Delegate)

Date: / / 20.....

.....
(Signature of Witness)

.....
(Name of Witness)

in the presence of

.....
(Print Name of Witness)

.....
(Signature of Witness)

EXECUTED by [Print Legal Name]
in accordance with section 127(1) of the *Corporations Act 2001* (Cth)

on the day of
(Print Day in Words) (Print Month and year)

by
(Print Name of Director) (Signature of Director)

and
(Print Name of Director/Secretary) (Signature of Director/Secretary)

in the presence of
(Print Name of Authorised Officer) (Signature of Authorised Officer)

and
(Print Name of Authorised Officer) (Signature of Authorised Officer)

Declaration and Final Acquittal Form

Section A: Project Details

For: Purchase of a loader/slasher/excavator for use in maintenance activities in Canteen Creek.
BRDLCPF – 2023/24 – CC02

Recipient: Owairtilla Aboriginal Corporation, ABN 70 468 800 756

Grant Period: 15/10/23 to 31/01/24

Grant: \$87,877.00 plus gst \$8,787.70

Section B: Declaration

1. I **[insert full name of Duly Authorised Officer 1]** and **[insert full name of Duly Authorised Officer 2]** certify, and solemnly and sincerely declare, that:
 - (a) the Recipient has met the performance measures, and has achieved the outcomes and outputs set out in the Grant Purpose;
 - (b) the Recipient has expended the total Grant on the Grant Activity in accordance with the terms and conditions of the Grant Agreement with the Northern Territory of Australia;
 - (c) the Recipient has recorded and retained original invoices and receipts with respect to the Grant; and
 - (d) the Recipient has completed and submitted to the BRC the Reports, Acquittals and proof of expenditure required under the Grant Agreement.
2. We each acknowledge that the BRC may audit the organisation to verify the accuracy of the information contained in this document.
3. We each warrant that we are authorised by and are signing for and on behalf of the Recipient.
4. We each declare the information contained in this document is true and correct and acknowledge that it is an offence to make a declaration that is false in any material particular under the *Oaths, Affidavits and Declarations Act 2010*.

This declaration is made at **[insert the place where the declaration is being made, e.g. Darwin]**.

Duly Authorised Officer 1		Duly Authorised Officer 2	
Name:		Name:	
Title:		Title:	
Signature:		Signature:	
Date: / / 20	Date: / / 20

ATTACHMENT B – GRANT AGREEMENT

Grant Agreement

Barkly Regional Deal - Barkly Local Community Projects Fund

Community Strategic Planning for four named communities

(Burudu, Corella Creek, Likkaparta & Blue Bush)

BRDLCPF – 2023/24 – NBAC01

DETAILS

Grant Activity	Community Strategic Planning for four named communities (Burudu, Corella Creek, Likkaparta & Blue Bush)			
Us, We, Our (the BRC)	Barkly Regional Council			
Our Contact Details	Contact name	Romeo Mutsago		
	Contact person position	Acting Chief Executive Officer		
	Postal Address	PO Box 821, Tennant Creek, NT 0861		
	Telephone	08 8962 0000		
	Email	ceo@barkly.nt.gov.au		
You, Your, the Recipient)	North Australian Rural Management Pty Ltd (NARMCO), ABN 62 103 522 498			
	Registered (or required to be registered) for GST	Yes		
Your Contact Details	Contact name	John Jansen		
	Contact person position	Director		
	Postal Address	PO Box 491, KATHERINE NT 0851		
	Telephone	0428 761 007		
	Email	jjansen@narmco.com.au		
Bank Account details for payment of Grant	Account Name	[Bank Account Name]		
	Bank	[Bank Name]		
	Account Number	[Account Number]	BSB	[BSB Code]
Grant Purpose	<p>Purpose of the Grant Activity:</p> <p># Community Strategic Planning for four named communities (Burudu, Corella Creek, Likkaparta & Blue Bush)</p> <p>Objectives of the Grant Activity:</p> <p>Assist with long-term economic and self-determination goals and Local Decision Making Agreements, by reviewing or developing organisational plans, human resource registers, assessment of training requirements, asset registers and contract opportunities for each community in the NBAC.</p>			

	Detailed Description of the Grant Activity: 2 site visits per community will be undertaken to review and develop comprehensive plans. Conduct of the Grant Activity: North Australian Rural Management Pty Ltd (NARMCO), ABN 62 103 522 498 is applying on behalf of North Barkly Aboriginal Corporation				
Grant	Grant Amount		GST Amount (if applicable)		
	\$96,488.00		<input checked="" type="checkbox"/> GST Amount \$ 9680.80		
Payment Requirements	The Grant will be paid in accordance with the following table, provided that you are compliant with this Agreement.				
	Pmt No.	Requirement	Anticipated Date	Payment Amount (excl GST)	GST Amount (if applicable or N/A)
	1.	Both Parties sign the agreement	15/10/2023	48,244.00	4,824.00
	2.	Report on Project Plan consult visit 1	15/04/2024	48,244.00	4,824.00
Reporting Requirements	Requirement			Due Date	
	1. Final Report at Completion of project			30/09/2024	
Acquittal Requirements	Requirement			Due Date	
	1. Completed and certified Final Acquittal Form (at Schedule 2); 2. Copy of invoices at completion of work			31/10/2024	
Grant Period	15/10/2023 to 31/10/2024				
Assets	Community organizational plans, human resource registers, assessment of training requirements, asset registers and contract opportunities for each community in the NBAC.				
Special Conditions:	Nil				

TERMS AND CONDITIONS

1. Interpretation and Definitions

- 1.1 A word or phrase in this Agreement that is capitalised is a reference to that word or phrase in the first column of the Details at the start of this Agreement, or as otherwise defined in these terms.
- 1.2 No rules of construction apply to the disadvantage of a party on the basis that that party was responsible for the preparation of this document or any part of it.
- 1.3 The word "including" is not a word of limitation.

2. Acknowledgments

- 2.1 You acknowledge:
 - (a) and agree that this Agreement is, and is intended to be, legally binding;
 - (b) your failure to comply with this Agreement may be taken into consideration in any future grant applications and may result in you being excluded from consideration for subsequent or other funding;
 - (c) where you have an Australian Business Number (ABN), details of this grant may be provided by us to the Australian Taxation Office;

- (d) and agree we may do anything in connection with this Agreement that may be required to exercise our rights and meet our obligations under the Project Funding Agreement for the Barkly Local Community Projects Fund with the Northern Territory of Australia.
- 3. **Special Conditions and Additional Conditions**
 - 3.1 You must comply with the Special Conditions (if any).
 - 3.2 To the extent of any inconsistency between the documents or parts comprising this Agreement, then the following order of precedence will apply:
 - (a) the Special Conditions;
 - (b) these terms and conditions;
 - (c) the Details; and
 - (d) any other document incorporated by reference.
- 4. **Grant of funding**
 - 4.1 We agree to pay you the Grant subject to the terms and conditions set out in this Agreement.
 - 4.2 We will pay the Grant to you in accordance with the Payment Requirements by electronic funds transfer to your Bank Account provided that we have received a tax compliant invoice or, where we issue a recipient created tax invoice, we have issued that invoice.
 - 4.3 The Grant must be held in an account in your name at a bank, credit union or building society that is registered in Australia.
 - 4.4 You accept responsibility for any additional expenditure or costs incurred in the Grant Activity, and we are under no obligation to provide you with further monies if your expenditure exceeds the Grant.
- 5. **Use of the Grant**
 - 5.1 You must use the Grant (including any interest earned on the Grant) within the Grant Period (or such other period as is agreed to be us in writing) for the Grant Purpose and for no other purpose (unless and until a variation is approved by us in writing).
 - 5.2 During the Grant Period, you may request a variation of the Grant Purpose, which request must be in writing, providing reasons for the proposed change and (if applicable) providing a budget for the varied purpose. Approval will be at our discretion and must be in writing.
- 6. **Conduct of the Grant Activity**
 - 6.1 You must:
 - (a) deliver the Grant Activity and carry out the Grant Purpose, including all tasks, activities, any project plan, budget and/or performance measures, and in a manner that meets the objectives;
 - (b) comply with the Barkly Local Community Projects Fund Guidelines located at <https://barklyregionaldeal.com.au/wp-content/uploads/2020/11/Guidelines.pdf>;
 - (c) carry out the Grant Activity diligently, effectively, in a professional manner to accepted industry standards, and in accordance with this Agreement;
 - (d) adequately resource the Grant Activity with appropriately qualified, competent, experienced and skilled personnel;
 - (e) promptly comply with all of our reasonable requests or directions in respect of the Grant Activity;
 - (f) if required by us, keep us fully informed as to the progress of the Grant Activity and the expenditure of the Grant; and
 - (g) promptly advise us in writing of any relevant matters which might affect your ability to deliver or complete the Grant Activity or to meet any of your obligations under this Agreement.
 - 6.2 You must carry out the Grant Activity in a manner that:
 - (a) is consistent with the commitments and representations made in your application for the Grant, including timelines, budgets, and community plans or priorities and aspirations; and
 - (b) supports, employs and trains Aboriginal Territorians.
 - 6.3 If you or your subcontractors engage persons or organisations to carry out the Grant Activity (or any part of it) you must:
 - (a) use your reasonable endeavours to engage Aboriginal and Territory owned enterprises operating in the Northern Territory, that have a permanent presence in the Northern Territory, and employ Northern Territory residents ("Territory Enterprises");

- (b) conduct an appropriate competitive process inviting Territory Enterprises (and any other enterprises) to submit quotes or tenders, having due regard to probity;
 - (c) avoid conflicts of interest; and
 - (d) encourage your subcontractors to engage Territory Enterprises to carry out subcontract work associated with the Grant Activity.
7. **Capital and Minor Works**
- 7.1 This clause applies where the Grant Activity involves the acquisition, construction or improvement of structural assets or equipment, including building and construction of new facilities, extension to or upgrading of existing facilities, the purchasing, installation or upgrading of equipment, fixtures and fittings, general repairs and maintenance on existing facilities, equipment, fixtures and fittings ("Works").
- 7.2 You must:
- (a) only engage builders that are accredited under the Australian Government Building and Construction WHS Accreditation Scheme (see <https://ablis.business.gov.au/service/ag/australian-government-building-and-construction-workplace-health-and-safety-accreditation-scheme/301>) and, on our request, provide such documentation as we require to substantiate that accreditation;
 - (b) ensure the Works are completed by the end of the Grant Period;
 - (c) comply with the *Code for the Tendering and Performance of Building Work 2016*, which is available at <https://www.legislation.gov.au/Details/F2017C00125> (**the Code**) where the grant activity is for works that is 'commonwealth funded building work' as defined in the Code;
 - (d) ensure the Works are carried out diligently, effectively, in a proper and workmanlike manner, and in accordance with all applicable laws and Australian Standards;
 - (e) only engage contractors who are appropriately qualified, skilled and experienced;
 - (f) unless you have our prior written consent, only engage contractors and personnel with respect to the Works that do not have a Conflict; and
 - (g) ensure that you, your employees and your contractors, comply with all requirements of the work health and safety legislation applicable to such Works, including legislation relating to asbestos.
- 7.3 You warrant that:
- (a) you have the right to undertake the Works at the site at which the Works will be carried out, and you have obtained any consents, approvals, agreements, authorisations or permissions of the owner and/or lessee of that site; and
 - (b) the site at which the Works will be carried out is, and will at all times be, fit for the purposes of carrying out the Grant Activity and the Works.
8. **Assets**
- 8.1 For the purpose of this clause, "Asset" means any item of property that has been created, acquired or leased wholly or in part with the Grant Amount, or that we otherwise provide to you for a Grant Activity, but does not include consumable items.
- 8.2 You must first obtain our written consent before using the Grant Amount to acquire an Asset valued at \$1,000 or more. Our consent is already granted for any Asset expressly described in the Details.
- 8.3 The Asset must be used primarily for the Grant Activity and you must:
- (a) own the Asset in your name and, if the Asset is capable of being registered, register it in your own name;
 - (b) hold the Asset securely and safeguard it against theft, loss, damage and unauthorised use;
 - (c) maintain the Asset in good working order;
 - (d) appropriately insure the Asset; and
 - (e) maintain, and provided to us on request, a register of Assets including date of acquisition, price, description and location.
- 8.4 You must seek our prior written consent before disposing of an Asset and we may direct you to sell for the best price reasonably obtainable (and retain for an approved purpose, or pay to us, some or all of the sale price) or otherwise dispose of the Asset, including transferring the Asset to a third party.
- 8.5 If you dispose of an Asset without our prior written consent, we may by written notice require you to repay that part of the Grant Amount we contributed to the acquisition cost of the Asset.
9. **Acknowledgement of Grant**

- 9.1 You agree to acknowledge our contribution to the Grant Activity in all promotional, advertising or other publications (such as annual reports, newsletters, websites) by using the approved logos of the Australian Government, Northern Territory Government and the Barkly Regional Council, together with the phrase "Sponsored by the Barkly Regional Deal – a commitment between the Australian Government, the Northern Territory Government and the Barkly Regional Council" or as otherwise directed by us.
- 9.2 We will provide you with the current version of the logo.
- 9.3 The logo must be reproduced only in the format provided and of equal size and prominence to your logo.
- 9.4 We reserve the right to limit and withdraw the use of our name and logo by you.
- 10. Records, Reporting, Acquittal and Audit**
- 10.1 You must keep accurate financial records relating to the Grant so that at all times the use of the Grant is identifiable, ascertainable and substantiated.
- 10.2 You must comply with all Reporting Requirements and Acquittal Requirements by the specified Due Dates.
- 10.3 You authorise us to inspect and audit all of your records in connection with this Agreement and you agree to fully cooperate with us in that regard.
- 10.4 You authorise us to publish or otherwise report on the outcome of the Grant Activity.
- 11. Withholding funding**
- 11.1 If in our reasonable opinion you have not complied with this Agreement in any material way we may, by notifying you in writing, withhold payment of all or any part of the Grant.
- 12. Unspent, Misused or Unacquitted Grant**
- 12.1 If the Grant, or part of it, is not spent on the earlier of:
 - (a) the end of the Grant Period (and we have not agreed a variation); or
 - (b) termination of this Agreement,you must promptly return that part of the Grant that has not been spent to us.
- 12.2 If at any time we form the reasonable opinion that the Grant, or a part of it, has not been used in accordance with this Agreement or has not been acquitted by you to our reasonable satisfaction, then you must repay the Grant, or any part of it, as we require in any written notice we give you.
- 13. Conflict of Interest**
- 13.1 For the purpose of this Agreement, "Conflict" means any matter, circumstance, interest, activity or other matter in connection with you, or your officers, employees, subcontractors, agents, advisors, volunteers and other personnel and their related entities, such as parent or subsidiary companies, directors, managers or other persons in a position of influence and their close relatives, which may or may reasonably be perceived to impair you or your personnel's ability to carry out any responsibilities or obligations under this Agreement diligently, independently and impartially.
- 13.2 You warrant that, at the date of signing this Agreement, to the best of your knowledge no Conflict exists or is likely to arise in connection with this Agreement.
- 13.3 If you engage subcontractors to assist in the Grant Activity, you must take reasonable steps to ensure your subcontractors have no Conflict.
- 13.4 If during the performance of this Agreement you become aware of a Conflict, you must immediately notify us, and you must also notify the Barkly Backbone Team by email at info@barklybackbone.com.au, the steps you propose to take to resolve or deal with the Conflict. In consultation with the Barkly Backbone Team, we may suspend your delivery of the Grant Activity and your use of the Grant until such time as the Conflict is resolved to our satisfaction.
- 14. Insurance**
- 14.1 You must hold and maintain insurance policies in amounts sufficient to insure for your risks and liabilities in connection with this Agreement (such as public liability, accident or injury to your volunteers and employees, plant and equipment, motor vehicle, loss, damage or theft of assets, travel) and provide us with written proof from your insurers when requested.

- 14.2 You are responsible for determining what types and levels of insurance are required to cover the Grant Activity and comply with this clause.

15. Risk & Indemnity

- 15.1 You agree to deliver each Grant Activity at your own risk and we are not liable:
- (a) to you or your personnel for any loss or damage you suffer or the injury or death of any person, howsoever occasioned; or
 - (b) for the actual cost of the Grant Activity being greater than anticipated.
- 15.2 You indemnify us against all claims, proceedings or actions whatsoever brought or made against us and all losses, damages, costs or expenses we may sustain or incur howsoever arising, whether directly or indirectly in connection with this Agreement, except to the extent caused or contributed to by our negligent act or omission.

16. GST

- 16.1 Any term used in this clause that is referred to in *A New Tax System (Goods and Services Tax) Act 1999* (Cwth) will have the meaning which it has in that Act.
- 16.2 You must pay all taxes, duties and government charges imposed or levied in connection with the performance of this Agreement, except as provided by this clause.
- 16.3 The Grant Amount is GST exclusive.
- 16.4 If you are not registered for GST, you warrant that you are not required to be registered for GST, and you must not charge GST.
- 16.5 If you are registered for GST or are required to be registered for GST and the Grant Amount is being provided in return for a Taxable Supply, we will pay you the GST Amount on provision of a tax invoice by you or a recipient created tax invoice ("RCTI") by us.
- 16.6 The parties acknowledge and agree that, prior to the Supplier (you) providing the Recipient (us) with a tax invoice for a supply as described in clause 16.5, we may (at our discretion) issue you with a RCTI and/or adjustment note in respect of the supply on the following terms and conditions, or otherwise in a format set out by the Australian Taxation Office:
- (a) both parties acknowledge that they are registered for GST when the RCTI is issued and the RCTI must show your Australian Business Number ("ABN");
 - (b) you agree that we can issue tax invoices in respect of the supply within 28 days from the date of determining the value of the supply;
 - (c) you will not issue tax invoices in respect of the supply;
 - (d) you will notify us if you cease to be registered for GST purposes.
- 16.7 If the GST Amount differs from the amount of GST paid or payable, we must issue an appropriate recipient created adjustment note and pay you or you must pay us, as the case may be, any difference within 14 days.
- 16.8 No party may claim or retain from the other party any amount in relation to a supply made under this Agreement for which the first party can obtain an input tax credit or decreasing adjustment.
- 16.9 If you become registered for GST or become required to be registered for GST, or you cease to be registered for GST, you must notify us within 7 days.

17. Intellectual Property

- 17.1 Intellectual property in material created by or on your behalf in the course of, or for the purpose of, the Grant Activity ("Agreement Material") vests in you.
- 17.2 You grant us a perpetual, irrevocable, royalty-free, non-exclusive licence to use, adapt, communicate, publish, reproduce, and sub-licence Agreement Material (including material that is incorporated in or supplied with that Agreement Material).

18. Confidential Information and Privacy

- 18.1 Subject to clause 17.2, the parties will not disclose each other's information that is marked as or is agreed to be confidential, or which should reasonably be assumed to be confidential, without prior written consent of the party whose information is to be disclosed unless required or permitted by law.
- 18.2 You agree to deal with all 'personal information' (as defined in the *Information Act 2002* (NT)) in connection with the Grant Activity in a manner that is consistent the Information Privacy Principles set out in that Act as if you were a public sector organisation.

19. Notices

- 19.1 All communications required to be given in writing in this Agreement must be given by registered post or by email to the relevant party's Contact Details. A communication sent by:
- (a) prepaid post is taken to be received on the 3rd business day after posting; and
 - (b) email is taken to have been received at 9.00 a.m. on the following business day, subject to no automated notification having been sent advising that the email was not delivered or the addressee is "out of office" or similar.

20. Debt Due and Payable

- 20.1 Without prejudice to any of our other rights under this Agreement, we may recover any amounts that you owe to us under this Agreement as a debt due and payable to us by you upon demand or set off the amount against future payments under this or any other agreement with you.

21. Intervening Event

- 21.1 You must notify us if you are unable to perform any part of your obligations under this Agreement due to a circumstance or event which could not reasonably have been foreseen by you and is caused by circumstances beyond your reasonable control (but does not include circumstances caused by acts or omissions of you, your officers, employees, subcontractors or agents) ("**Intervening Event**").
- 21.2 In the event of an Intervening Event, your performance under this Agreement and our obligation to pay shall be suspended for the period that the event continues and you will have a reasonable extension of time for performance of your obligations in the circumstances.

22. Disputes:

- 22.1 The parties agree not to initiate legal proceedings in relation to a dispute unless they have first tried and failed to resolve the dispute by negotiation and mediation. The procedure for dispute resolution does not apply to action relating to termination or urgent litigation or where a party unreasonably fails to participate in negotiation or mediation.

23. Termination

- 23.1 We may immediately terminate this Agreement by written notice to you if in our reasonable opinion:
- (a) you are no longer able or willing to complete the Grant Activity;
 - (b) you have a Conflict that cannot be resolved to our satisfaction or remains unresolved after a reasonable period of time;
 - (c) information provided to us by you contained materially incorrect, false or misleading;
 - (d) you breach or otherwise fail to comply with this Agreement and you fail to remedy that breach within the period specified in our notice to you;
 - (e) an Intervening Event continues for more than 30 consecutive days; or
 - (f) you are insolvent or become subject to any form of external administration, and clause 12 will apply.

24. Barkly Regional Deal

- 24.1 The parties acknowledge and agree that:

- (a) this Agreement is made in pursuance of the Barkly Regional Deal, a joint partnership established in April 2019 between the Commonwealth of Australia, the Northern Territory of Australia and the BRC;
- (b) this Agreement is for the benefit of the Commonwealth of Australia and the Northern Territory of Australia (**the Funding Contributors**), and the Funding Contributors are entitled to the rights and privileges under this Agreement as if they each were the Barkly Regional Council and a relevant provision may be enforced by the Funding Contributors in accordance with section 56 of the *Law of Property Act 2000*; and
- (c) Notwithstanding any other provision of this Agreement, the Recipient must do all things which the Territory requests the Recipient to do (including the Recipient providing information to the Territory, or the Recipient doing or refraining from doing some thing) in order for the BRC to comply with its obligations under the Project Funding Agreement for the Barkly Local Community Projects Fund and the Barkly Regional Deal.

25. General

- 25.1 Survival: The expiry or earlier termination of this Agreement does not affect the continued operation of a clause that expressly or by its nature survives the termination or expiry of this Agreement.
 - 25.2 No assignment: This Agreement is not assignable or transferrable without our written consent.
 - 25.3 Variation: This Agreement may only be varied by an agreement in writing between the parties.
 - 25.4 Warranties: You warrant that you are properly established and constituted at law and you have the power and authority to enter into this Agreement.
 - 25.5 Compliance with laws: You agree to comply with all laws relevant to the Grant Activity.
 - 25.6 Entire Agreement: This Agreement constitutes the entire agreement between the parties in respect of the Grant and the Grant Activity.
 - 25.7 Severance: If a court determines that a word, phrase, sentence, paragraph or provision in this Agreement is unenforceable, illegal or void then the rest of this Agreement continues in effect as if the invalid part were excluded.
 - 25.8 Waiver: A waiver by a party of any right under this Agreement, including a failure to enforce an obligation or exercise a right, is not, and will not be deemed to be, a waiver of any other right of that party under this Agreement.
 - 25.9 Governing law: This Agreement will be governed by and construed in accordance with the laws of the Northern Territory. The parties submit to the non-exclusive jurisdiction of the courts of the Northern Territory.
 - 25.10 Execution: The parties agree that this Agreement may be executed in any number of counterparts, which may be signed using a digital signature and may be given to the other party by electronic means. Each signed counterpart when read together will be deemed to form one binding Agreement.
 - 25.11 Legal costs: Each party must pay their own legal costs of and incidental to the preparation, negotiation and execution of this Agreement.
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EXECUTION PAGE

You agree that, before executing this Agreement you have read and understood all of the terms and conditions of this Agreement, you are fully aware of your rights, duties and obligations under this Agreement, and the persons signing are fully authorised to execute this Agreement to legally bind the Recipient.

Executed as an Agreement.

The **COMMON SEAL** of the **BARKLY REGIONAL COUNCIL** was
hereto affixed in accordance with section 26 of the *Local
Government Act 2008* in the presence of:

.....
(Signature of Delegate)

Date: / / 20.....

.....
(Signature of Witness)

.....
(Name of Witness)

in the presence of

.....
(Print Name of Witness)

.....
(Signature of Witness)

EXECUTED by [Print Legal Name]
in accordance with section 127(1) of the *Corporations Act 2001* (Cth)

on the day of
(Print Day in Words) (Print Month and year)

by
(Print Name of Director) (Signature of Director)

and
(Print Name of Director/Secretary) (Signature of Director/Secretary)

in the presence of
(Print Name of Authorised Officer) (Signature of Authorised Officer)

and
(Print Name of Authorised Officer) (Signature of Authorised Officer)

Declaration and Final Acquittal Form

Section A: Project Details

For: Community Strategic Planning for four named communities
BRDLCPF – 2023/24 – NBAC01

Recipient: North Australian Rural Management Pty Ltd (NARMCO),
ABN 62 103 522 498

Grant Period: 15/10/2023 to 31/10/2024

Grant: \$96,488.00 and gst \$9680.80

Section B: Declaration

1. I **[insert full name of Duly Authorised Officer 1]** and **[insert full name of Duly Authorised Officer 2]** certify, and solemnly and sincerely declare, that:
 - (a) the Recipient has met the performance measures, and has achieved the outcomes and outputs set out in the Grant Purpose;
 - (b) the Recipient has expended the total Grant on the Grant Activity in accordance with the terms and conditions of the Grant Agreement with the Northern Territory of Australia;
 - (c) the Recipient has recorded and retained original invoices and receipts with respect to the Grant; and
 - (d) the Recipient has completed and submitted to the BRC the Reports, Acquittals and proof of expenditure required under the Grant Agreement.
2. We each acknowledge that the BRC may audit the organisation to verify the accuracy of the information contained in this document.
3. We each warrant that we are authorised by and are signing for and on behalf of the Recipient.
4. We each declare the information contained in this document is true and correct and acknowledge that it is an offence to make a declaration that is false in any material particular under the *Oaths, Affidavits and Declarations Act 2010*.

This declaration is made at **[insert the place where the declaration is being made, e.g. Darwin]**.

Duly Authorised Officer 1		Duly Authorised Officer 2	
Name:		Name:	
Title:		Title:	
Signature:		Signature:	
Date: / / 20	Date: / / 20

Corporate Services Directorate Reports

8.3 WARM funding project allocation

Author Susan Wright (Grants Manager)

RECOMMENDATION

That Council accept the report and recommendation for the WARM funding 2022/23

SUMMARY

WaRM funding has been received to the amount of \$148,000.00. As per the funding agreement, we are to nominate a project that is to be set before council and minuted as approved.

Tip work is required across the communities and it is recommended that works be completed under this funding.

BACKGROUND

The Waste and Resource Management (WaRM) program is a one-off 2021-22 grant program which is managed by the Department of the Chief Minister and Cabinet.

The purpose of the WaRM program is to provide regional and shire councils a one-off grant to assist with addressing issues specific to Waste and Resource Management.

ORGANISATIONAL RISK ASSESSMENT

Environmental Impact: Managing waste and tips can have significant environmental implications. Improper waste disposal, landfill management, and waste handling practices can lead to pollution, contamination of groundwater, and harm to ecosystems. The organization must ensure that waste management practices adhere to environmental regulations and best practices.

Health and Safety: Waste management involves handling potentially hazardous materials. Risks to the health and safety of employees and community members can arise from accidents, exposure to toxins, and the release of harmful substances. Adequate safety measures, training, and protective equipment are essential to mitigate these risks.

Regulatory Compliance: Complying with relevant waste management regulations and standards is critical. Failure to adhere to these requirements can result in legal issues, fines, and reputational damage.

Community Engagement: Effective community engagement is vital when managing tips and waste. Community members may have concerns about the environmental impact, safety, and aesthetics of the tip site. The organization must engage with the community to address these concerns and seek their input on waste management decisions.

Budget Management: Waste management and tip work can be costly. Managing the budget effectively to ensure that the allocated funds are used efficiently and that there are no cost overruns is crucial.

Infrastructure and Equipment: Adequate infrastructure and equipment are necessary for proper waste management. The organization needs to invest in suitable equipment, facilities, and infrastructure to handle waste safely and efficiently.

Waste Reduction and Recycling: Implementing waste reduction and recycling initiatives can be challenging but is important for sustainability. Encouraging recycling and reducing waste sent to landfills should be a part of the organization's strategy.

Data and Reporting: Keeping accurate records and providing regular reporting on waste management activities and outcomes is essential for transparency and accountability.

Long-Term Sustainability: Waste management is not a one-time effort; it requires long-term planning and commitment. Ensuring that waste management practices are sustainable over time is a critical challenge.

BUDGET IMPLICATION

Ongoing operational expenses associated with waste management must be taken into consideration as should staying within the budget for this project. Ensuring that allocated funds are used efficiently and that the community can meet its waste management goals without causing financial strain is essential. Additionally, seeking external funding sources or grants can help offset some of the budgetary impacts and promote sustainable waste management practices.

ISSUE/OPTIONS/CONSEQUENCES

To mitigate any perceived issues and concerns, communities must focus on effective waste management practices, regulatory compliance, community engagement, and budgetary prudence. Investing in infrastructure, equipment, and technology can improve efficiency and sustainability. Additionally, a strong commitment to waste reduction, recycling, and environmental responsibility is crucial to minimize the negative consequences associated with waste management.

CONSULTATION & TIMING

All community Area Managers have been consulted.

ATTACHMENTS:

Nil

Corporate Services Directorate Reports

8.4 Barkly Regional Council Community Benefit Fund

Author Susan Wright (Grants Manager)

RECOMMENDATION

That Council accept the report to re-instate the BRC Community Benefit Fund and re-instate the fund.

SUMMARY

Barkly Regional Council's Community Grants Program was aimed at supporting and assisting community organisations with the development of activities and or services that promoted the Barkly Region and benefited a broad cross section of the community.

The Community Grants Program consisted of two funding rounds for a total of \$30,000.

Through the Community Grants Program, Council sought to support a range of service areas including:

- Community Development
- Environmental Preservation and Renewal
- Art & Culture
- Community Safety
- Recreation and Leisure

Applications were approved by BRC's elected Council Members, who determined its annual priorities and how it would support the community.

Grant rounds were normally held in November and May but this often interfered with Xmas break and the financial year. This is different to the Community grant that BRD has.

It is suggested to re-instate the BRC CBF with rounds held in August and February at \$15,000 per round of funding allocated as was in the past.

BACKGROUND

Barkly Regional Council operated a Community Grants program aimed at supporting community based projects, events and organisations that contribute to community outcomes which are consistent with the Council's own goals. Grants were considered and allocated on the basis of identified community need, Council priorities and the anticipated benefit to the community. Program funding was subject to the availability of funds at the time the Council adopts its budget.

The program provided financial assistance to:

- Support projects, activities or events of benefit to the Barkly Region;
- Initiate or develop services and resources to address the needs of particular community groups;
- Encourage public participation in community and cultural activities and build a greater sense of community and connectedness;
- Enrich the diversity of recreational, cultural, social and environmental opportunity to the residents of the Barkly Region.

ORGANISATIONAL RISK ASSESSMENT

1. Budgetary Risks:

Funding Availability: The program is subject to the availability of funds during the budget adoption process. Inconsistent or insufficient funding may limit the program's ability to support community projects adequately.

Budget Overruns: Allocating funds for grants may lead to unexpected budget overruns if the demand for grants exceeds the allocated budget.

2. Selection and Approval Risks:

Subjective Selection: Grant approvals are determined by elected Council Members, which could introduce subjectivity and potential biases in the selection process. This may lead to concerns about fairness and transparency.

Mismatch with Community Needs: There is a risk that the approved projects may not align with the actual needs of the community or the priorities set by the Council.

3. Timing and Scheduling Risks:

Inconvenient Timing: Mismatch with Other Programs: The timing misalignment with the Community grant from BRD can create confusion and administrative challenges for both the applicants and program administrators.

4. Project Management and Reporting Risks:

Accountability and Monitoring: Ensuring that grant recipients use the funds effectively for their proposed projects and report on the outcomes can be challenging. Inadequate monitoring could result in misuse of funds.

5. Impact Assessment Risks:

Measuring Impact: Evaluating the actual benefits and outcomes of the funded projects may be difficult. Measuring the success and impact of community-based projects can be subjective and challenging.

6. Community Engagement and Inclusivity Risks:

Ensuring Equity: Ensuring that the grants program benefits a broad cross-section of the community can be complex. There's a risk that certain groups or communities may be left out or underrepresented.

BUDGET IMPLICATION

The re-establishment and operation of the Barkly Regional Council's Community Grants Program have several budget implications:

Grant Allocation and Disbursement: The allocation of grants, which is proposed to be reinstated at \$15,000 per round, involves budget considerations. This includes setting aside the allocated funds for each grant round, which may affect the council's overall budget.

Program Administration Costs: Operating the grants program incurs administrative costs, such as staff salaries, application processing, monitoring, and evaluation. These costs need to be factored into the budget.

Availability of Funds: The success of the program relies on the availability of funds during the budget adoption process. The budget must allocate sufficient funds for grants to meet community needs and priorities.

Reporting and Monitoring Costs: Ensuring accountability and monitoring the progress and outcomes of funded projects require financial resources for reporting systems, audits, and oversight.

Impact Assessment: Measuring the impact of the funded projects involves both time and budget allocation. Funds may be needed for surveys, studies, or external evaluations to assess the benefits to the community.

Resource Allocation: Adequate resources must be allocated to program management, including personnel, IT systems, and communication channels for effective outreach and community engagement.

Community Outreach and Publicity: Promoting the availability of grants and encouraging community organizations to apply may involve marketing and outreach efforts, which require budget considerations.

Resource Realignment: Shifting the timing of the grant rounds may necessitate realigning internal resources, including staff schedules and workloads, to accommodate the revised program schedule.

Risk Management: Establishing a contingency fund or reserves to address unexpected challenges or changes in grant dynamics can be a budgetary consideration.

Demand Fluctuations: The budget should be flexible to accommodate variations in demand for grants, ensuring that available funds can meet the needs of the community.

ISSUE/OPTIONS/CONSEQUENCES

Re-establishing and operating the Barkly Regional Council's Community Grants Program involves various issues, options, and potential consequences. Here are some key considerations:

Issues:

Funding Availability: The availability of funds for the grant program may be uncertain and dependent on the council's budget, which could limit the number and size of grants that can be offered.

Equity and Fairness: Ensuring that the grant program benefits a broad cross-section of the community and avoids favouritism or bias can be challenging.

Resource Allocation: Properly allocating resources, both in terms of budget and personnel, to manage the program efficiently and fairly is a critical issue.

Monitoring and Accountability: Ensuring that grant recipients use the funds for their intended purposes and that the projects achieve their goals can be challenging without adequate monitoring and accountability measures.

Community Engagement: Effectively engaging with the community and encouraging a wide range of organizations to apply for grants can be difficult, especially if there are barriers to participation.

Options:

Funding Diversification: Seek additional funding sources, such as grants from external organizations, to supplement the budget of the Community Grants Program.

Transparent Selection Criteria: Develop clear and transparent criteria for selecting grant recipients to ensure equity and fairness in the process.

Community Workshops: Organize workshops and outreach programs to educate potential applicants about the grant program and the application process.

Consequences:

Positive Community Impact: If managed effectively, the grant program can positively impact the community by supporting projects that benefit a broad cross-section of residents.

Increased Participation: Effective community engagement can lead to increased participation in the grant program, allowing more organisations to benefit.

Improved Organizational Capacity: Grant recipients may enhance their capacity to deliver services or projects, leading to stronger community organisations.

Budget Constraints: If the grant program is oversubscribed or if more projects receive funding than initially budgeted for, it may put a strain on the council's budget.

Risk of Misuse of Funds: Without proper monitoring and accountability measures, there is a risk that some grant recipients may misuse funds, leading to reputational damage and potential legal consequences.

Administrative Challenges: Handling a large number of grant applications and managing the program efficiently can pose administrative challenges for the council.

Potential Community Discontent: If the grant selection process is perceived as unfair or if some segments of the community feel excluded, it may result in community discontent and complaints.

CONSULTATION & TIMING

Suggested grant round timing is an annual program with two rounds, one opening in August and the other in February. These will sit at council meetings for deliberation the following months. Advertisement of the open rounds will be the month prior to opening.

ATTACHMENTS:

1. BRC community grant guidelines 21 22 [8.4.1 - 5 pages]
2. Community Grants Application Form 2022 [8.4.2 - 7 pages]



COMMUNITY GRANTS PROGRAM

GUIDELINES
2021/22



Overview

Barkly Regional Council's Community Grants Program is aimed at supporting and assisting community organisations with the development of activities and or services that will promote the Barkly Region and benefit a broad cross section of the community.

The Community Grants Program consists of two funding rounds for a total of \$30,000.

Through the Community Grants Program, Council seeks to support a range of service areas including:

- Community Development
- Environmental Preservation and Renewal
- Art & Culture
- Community Safety
- Recreation and Leisure

Applications are approved by BRC's elected Council Members, who determine its annual priorities and how it will support the community.



1. Statement of Purpose

Barkly Regional Council operates a Community Grants program aimed at supporting community based projects, events and organisations that contribute to community outcomes which are consistent with the Council's own goals. Grants are considered and allocated on the basis of identified community need, Council priorities and the anticipated benefit to the community. Program funding is subject to the availability of funds at the time the Council adopts its budget.

2. Grant Program Objectives

The program provides financial assistance to:

- Support projects, activities or events of benefit to the Barkly Region;
- Initiate or develop services and resources to address the needs of particular community groups;
- Encourage public participation in community and cultural activities and build a greater sense of community and connectedness;
- Enrich the diversity of recreational, cultural, social and environmental opportunity to the residents of the Barkly Region.

3. Funding

The maximum amount of funding for the grant program is \$15,000.00 per round for a total yearly program funding amount of \$30,000.00. Grant applications of up to \$3,000.00 per submission that meet the eligibility criteria will be considered for funding. Grant applications over \$3,000.00 but under the \$15,000.00 per round may be considered under extenuating circumstances as per the discretion of the Council Members.

4. Eligibility

- Organisations must be incorporated not for profit community organisations;
- Community groups who are not incorporated must have an auspicing body that is incorporated;
- Proposed projects or events must generally occur within the financial year in which it is funded;
- Activities must occur within the Barkly Region;
- Applicants must have fully acquitted previous completed grants and have no outstanding debts to the Barkly Regional Council;
- The application must be received by the published closing date;
- The application must be submitted on the prescribed Barkly Region Council application form.



5. Ineligible Applications

The following proposals will not be considered:

- Requests for support for any individual pursuits;
- Applications for recurrent funds;
- Requests for the ongoing/core functions of an organisation;
- Proposals for events and activities held outside of the Barkly Region;
- Requests for commercial or competitive events;
- Funding for capital funds or improvements on private property;
- School based projects that do not involve the wider community;
- Applications where an applicant has not fully acquitted any previous Barkly Regional Council grant.

6. Assessment Criteria

Applications will be assessed using the following criteria:

- Alignment to the Community Grant Program Objectives
- Community benefit and involvement
- Innovation and developmental focus
- Acknowledgement of BRC support
- The project's viability in terms of support from any other relevant authorities
- Level of prior assistance and satisfactory completion of previous grants
- Potential to achieve the outcomes and initiatives applied for

7. Application and Assessment Procedure

- Applicants must submit a completed Community Grants Application Form and the required supporting documentation
- BRC Grants staff will undertake an initial eligibility appraisal, ensuring that all information is provided and that the application meets the programs' established objectives
- BRC elected members will assess applications and recommend which are to be funded
- Grant applicants may be required to submit additional information by way of a presentation
- Once BRC elected members have finalised its assessment and approved projects for funding, its decisions are final and no correspondence will be entered into

8. Funding Requirements

Once the assessment process has been completed all applicants will be informed of the outcome of their application.

Successful applicants will be required to enter into a formal agreement with BRC that details the commitment of both parties. Grants must only be used for



the purpose stated in the letter of approval. The purpose, amount or time for expenditure of a grant may not be changed without prior written approval.

Within 3 months of the project's completion, funded applicants will be required to submit the Project Acquittal Form which will be provided to all successful applicants.

9. Acknowledgement of Assistance

Successful applicants will be required to acknowledge the support of Barkly Regional Council through the use of the Barkly Regional Council logo on all printed material, in media advertisements, press releases, on signage at events and/or other methods as appropriate. Appropriate acknowledgement includes invitations being issued to Elected Members for events, launches and other activities.

10. Acquittal

Successful applicants will be required to submit a Project and Financial Acquittal within 3 months of the project's completion.

11. Submission of Applications

To submit an application or to request further information, Council can be contacted in the following ways:

Phone: (08) 8962 0000
Fax: (08)8962 3066
Email: susan.wright@barkly.nt.gov.au
Website: www.barkly.nt.gov.au
In person: 41 Peko Road, Tennant Creek, NT, 0860
Post: PO Box 821, Tennant Creek, NT, 0861



COMMUNITY GRANTS PROGRAM Grant Application Form

- Please Read Program Guidelines before you complete this form.
- Electronic copies of this form are available at www.barkly.nt.gov.au
- If there is not enough space on the form, please attach additional information with your application.

SECTION 1: APPLICANT INFORMATION

(a) Applicant Organisation Details	
The 'organisation' is the body applying for the grant and undertaking the proposed project or activity. If incorporated, the exact name or the organisation, as indicated on the Incorporation Certificate, is recorded here.	
Name Of Organisation:	
Number of Members in Organisation:	
ABN:	
If no ABN, please supply a copy of the Statement by a supplier form.	
GST Registered , please tick one.	<input type="checkbox"/> YES <input type="checkbox"/> NO
Postal Address:	
Project Address:	
Email Address:	
Contact Person (for enquires regarding application):	
<input type="checkbox"/> MR	<input type="checkbox"/> MRS <input type="checkbox"/> MS <input type="checkbox"/> MISS <input type="checkbox"/> OTHER
Full Name:	
Telephone:	
Position in Organisation:	
Email Address:	



(b) Eligibility Status of Applicant Organisation (please tick the relevant box below to indicate eligibility)	
<input type="checkbox"/> Incorporated Please provide copies of: - Certificate of Incorporation - Latest audited statement for applicant organisation signed by an auditor	
<input type="checkbox"/> Unincorporated (Applicant organisations who are not incorporated must have a sponsoring body that is incorporated) Please provide copies of: - Certificate of Incorporation of sponsoring organisation. - Letter from the sponsor confirming acceptance of responsibility of the project. - Details of financial position for applicant organisation signed by authorised officer.	
(c) Sponsor Details (if applicable) The 'sponsor' is an incorporated body which will accept legal and financial responsibility for the project or activity.	
Name of Sponsor:	
ABN:	
If no ABN, please supply a copy of the Statement by supplier form.	
GST Registered , please tick one:	<input type="checkbox"/> YES <input type="checkbox"/> NO
Postal Address:	
Street Address:	



SECTION 2: PROJECT DETAILS

(a) Title of the Project

Please provide the name of the project for which a grant is sought.

(b) Have you previously applied for a BRC Community Grant

☐ YES ☐ NO

(c) Brief Description of the Project

Please highlight the aims and expected outcomes of the proposed event / program / activity. What is your target audience? Who will be involved?

Please attach supporting documentation if space is insufficient.



(d) Timing of the Project

Please outline when and where the project will take place and any project milestones.

--

(e) Beneficiaries of the Project

Please list evidence to support the need of this project and describe who will benefit from it. Will there be ongoing community benefit and what will this be? How many people will this project reach?

--

(f) Evaluation of the Project

Please outline how you will evaluate the success of the project. How will this be measured?

--

(g) Partnerships

Are partnerships involved in this project?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
If Yes, with whom?		



SECTION 3: BUDGET DETAILS

(a) Please list the major cost components of your grant application in priority order Please attach list if space is insufficient.	
Budget Item	Total Cost (GST exclusive)
	\$
	\$
	\$
	\$
	\$
Total Project Cost:	\$
Less: Organisation's contribution to project (where applicable)	\$
Less: Funds to be raised (where applicable)	\$
TOTAL GRANT SOUGHT	\$

(b) Other Funding Have you made, or do you intend to make, an application for a grant for this project or activity from another source?	
<input type="checkbox"/> NO	<input type="checkbox"/> YES (Please provide details below)
Program Name	
Program Source	



Amount	\$
Date application outcome is expected	

SECTION 4: AGREEMENT AND DECLARATION

I certify that, to the best of my knowledge, the statements in this application are true. I have read, and understand, the Barkly Regional Council Community Grants Program Guidelines.

I acknowledge that if the Barkly Regional Council approves this application for a grant, I will be required to meet the eligibility criteria as outlined in the 'Community Grants Program' application package.

I acknowledge that the Barkly Regional Council will not accept late applications.

I acknowledge that the Barkly Regional Council may vary the level of funding provided through the Program at its sole discretion.

I acknowledge that the Barkly Regional Council cannot guarantee funding for any application, and cannot guarantee funding to the full amount requested by any applicant.

I have been authorised by (organisation) to make this application.		(name of	
State full name:			
Position in Organisation:			
Signature:		Date:	

COMPLETED APPLICATIONS MAY BE SUBMITTED BY:	
Post:	Barkly Regional Council Community Grants Program PO Box 821 TENNANT CREEK NT 0860
Hand deliver:	Barkly Regional Council Community Grants Program 58 Peko Road TENNANT CREEK NT 0860
Fax:	Barkly Regional Council Community Grants Program (08) 8962 3006
Email:	susan.wright@barkly.nt.gov.au

Barkly Regional Council
41 Peko Road
Tennant Creek NT 0860

PO Box 821
Tennant Creek NT 0861

T: 08 8962 0000
E: reception@barkly.nt.gov.au
www.barkly.nt.gov.au



PLEASE CHECK GUIDELINES FOR APPLICATION CLOSING PERIODS

Barkly Regional Council
41 Peko Road
Tennant Creek NT 0860

PO Box 821
Tennant Creek NT 0861

T: 08 8962 0000
E: reception@barkly.nt.gov.au
www.barkly.nt.gov.au

Corporate Services Directorate Reports

8.5 WARM Reporting 2022 2023

Author Susan Wright (Grants Manager)

RECOMMENDATION

That Council accept the report for the expenditure of the WARM 2022 23 funding.

SUMMARY

Council received \$148,800.00 in WARM funding for 2022/23 which has not been expended. In line with the acquittal and reporting process for this funding, the report should be laid before Council and minuted as received. This project must be acquitted by 2023/24 (one more year to complete the project).

ATTACHMENTS:

1. WaRM Acquittal Template 2022 23 [8.5.1 - 1 page]

Council Name

Acquittal of Waste and Resource Management (WaRM) grant 2022-23

File Number:

Purpose of Grant: *Tip works across the region*

Waste Management Strategy attached:

☐ N/A ☐ Yes ☒ No

Purchases were in accordance with the Northern Territory Buy Local Plan: ☐ Yes ☐ No
(If no please provide an explanation with this acquittal)

INCOME AND EXPENDITURE ACQUITTAL FOR THE PERIOD ENDING 30 JUNE 2023

Waste and Resource Management grant 2022-23	\$ 148,800.00
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Other income

Total income	\$148,800.00
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Expenditure (Specify accounts and attach copies of ledger entries, invoices, photos, Waste Management Strategy if applicable)

An 'administration fee' is not to be apportioned to the grant for acquittal purposes.

Total Expenditure	\$0.00
-------------------	--------

Surplus/(Deficit)	<u>\$148,800.00</u>
-------------------	---------------------

IS THE PROJECT COMPLETE: ☐ Yes ☒ No

We certify, in accordance with the conditions under which this grant was accepted, that the expenditure shown in this acquittal has been actually incurred and reports required to be submitted are in accordance with the stated purpose of this grant.

Acquittal prepared by: Susan Wright 16 / 10 / 23

Laid before the Council at a meeting held on____/____/____. Copy of minutes attached.

CEO or CFO: _____

DEPARTMENTAL USE ONLY

Grant amount correct: ☐ Yes ☐ No

Expenditure conforms to purpose: ☐ Yes ☐ No

Waste Management Strategy - copy supplied: ☐ N/A ☐ Yes ☐ No

Goods/Services – Bought from Territory Enterprise: ☐ Yes ☐ No

Minutes checked: ☐ Yes ☐ No

Balance of funds to be acquitted: _____

Date next acquittal due: / /

ACQUITTAL ACCEPTED: ☐ Yes ☐ No

Acquittal checked by: _____ / /

Celia Hill, Manager Grants Program

9 COMMUNITY DEVELOPMENT DIRECTORATE REPORTS

Nil

10 TENNANT CREEK DIRECTORATE REPORTS

Tennant Creek Directorate Reports

10.1 Youthlinks School Holiday Program September-October 2023

Author Thomas Machin (Sports Coordinator)

RECOMMENDATION

That Council receives and notes the Youthlink School Holiday Program. >

SUMMARY

This report documents information regarding the School Holiday Program in the Tennant Creek Youth Centre.

BACKGROUND

The Youthlink School Holiday Program saw the opening of the Tennant Creek Youth Centre and was delivered there from Friday 22nd September through to Sunday 8th October, 12pm-8pm. During the first few days of opening the program received approximately 160 youths attend daily. Whilst the overall attendance statistics showed over 2000 youth sign ins over the 17 School Holiday period. It was pleasing to see some of the older youths attend the program, those who were 15 years of age and over. Although the Youthlink program had planned activities, it was challenging to deliver all the activities as formal structured games due to the vast numbers of participants. We had already put all the equipment out for all the youth to please themselves as to what they wanted to play, and this proved successful. For example, there were basketball hoops, soccer equipment, badminton, mini tennis, volleyball, and footy kicking all on the court at the same time, and youth enjoyed occupying themselves whilst the Youthlink staff engaged and supported them. Additionally, the Ninja Warrior course and the computer room proved to be extremely popular. There were Arts & Crafts, We-Ali and John Moriarty Soccer workshops. There was plenty of food on offer from lunch, fruit and dinner served daily.

ORGANISATIONAL RISK ASSESSMENT

- Ninja Warrior Course had and has some OHS issues which can result in injury.
- Flooring needs to be improved as its very hard and abrasive.
- Outside Fracas, potential to have security especially on Friday and Saturday evenings.

ISSUE/OPTIONS/CONSEQUENCES

There was a fracas that occurred outside of the Centre and police had been called. From time-to-time dogs entered the building and therefore sent them back outside. The Ninja Warrior course had some OHS issues, some have been rectified now. AGENDA Ordinary Council Meeting 26 October 2023 2 of 2 Through the course of the program there has been broken equipment, missing equipment and ball trapped in the panels in the roof.> The hard concrete flooring is not beneficial for the Youth Centre. Something more softer such as the below website suggests.

<https://www.melos-gmbh.com/en/indoor-flooring> "Polycomp Indoor Premium 130 Flooring system with extra force reduction – for more safety of children and athletics in sports halls To complete the full range of our professional range of point elastic sports flooring systems Melos offer point elastic systems with a foam mat. With its unique properties it qualifies for the class P3 in the group of point

elastic flooring described in the EN 14904 sports flooring norm. The comfort of this system widens out the range to implement all kinds of sports purpose usage.”

ATTACHMENTS:

1. IMG 7452 [10.1.1 - 1 page]
2. IMG 7458 [10.1.2 - 1 page]
3. IMG 7465 [10.1.3 - 1 page]
4. IMG 7466 [10.1.4 - 1 page]
5. IMG 7472 [10.1.5 - 1 page]
6. IMG 7480 [10.1.6 - 1 page]
7. IMG 7481 [10.1.7 - 1 page]
8. IMG 7489 [10.1.8 - 1 page]
9. IMG 7491 [10.1.9 - 1 page]
10. IMG 7504 [10.1.10 - 1 page]
11. IMG 7507 [10.1.11 - 1 page]
12. IMG 7513 [10.1.12 - 1 page]
13. IMG 7532 [10.1.13 - 1 page]
14. IMG 7584 [10.1.14 - 1 page]
15. IMG 7600 [10.1.15 - 1 page]
16. IMG 7601 [10.1.16 - 1 page]
17. IMG 7618 [10.1.17 - 1 page]
18. IMG 7675 [10.1.18 - 1 page]





































11 OPERATIONS DIRECTORATE REPORTS

Operations Directorate Reports

11.1 Local Authority Minutes

Author Tash Adams (Executive Manager)

RECOMMENDATION

That Council receives and notes the Ali Curung and Wutungurra Local Authority Minutes.

SUMMARY

The minutes attached are from the Ali Curung Local Authority Meeting held on 25 September 2023 and the Wutungurra Local Authority Meeting held on 26 September 2023.

ATTACHMENTS:

1. ACL A-250923- Minutes [**11.1.1** - 12 pages]
2. WL A-26092023- Minutes [**11.1.2** - 6 pages]



MINUTES

Ali Curung LA Meeting

Barkly Regional Council's Ali Curung LA Meeting was held in the Conference Room on Monday 25 September 2023 at 1:00 pm.

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.



1 OPENING AND ATTENDANCE

1.1 Authority Members Present

Meeting commenced at 1.40 pm with Noel Hayes as Chair.

- Noel Hayes (Chair)
- Jerry Rice
- Peter Corbett
- Andrew Tsavaris
- Ned Kelly
- Cr Luck Jackson

1.2 Staff and Visitors Present

- Michael Stanley-Hunt (BRC)
- Barry Natrass (BRC)
- Nicole Joy (Dept of EPWS)
- Pippa Hunter (Dept of EPWS)
- Liza Wilson (NT Hlth)
- Nettie Hodgson-Taylor (NT Hlth)
- Andrew Urquhart (NT Hlth)
- Sino Kaho (NT Hlth)
- Sonya Murphy (NT Hlth)
- Frederick Miller
- Harry Price

1.3 Apologies To Be Accepted

Apologies

- Mayor Jeffrey McLaughlin
- Kyle Godwin (NT Police)
- Mitch Gemmola (NT Police)
- Benjamin Charteris (NT Police)

1.4 Absent Without Apologies

- Desmarie Dobbs
- Cr Jack Clubb
- Cr Anita Bailey
- Cr Peter Jackson
- Purple House representative (invited)

1.5 Resignations

1.6 Disclosure of Interests



MINUTES Ali Curung LA Meeting 25 September 2023



1.7 Review of Disclosure of Interest
Nil

2 CONFIRMATION OF PREVIOUS MINUTES

Confirmation of previous Minutes

2.1 Confirmation of Minutes from 24 July 2023 meeting

RECOMMENDATION

That the Local Authority receives and confirms the minutes from the meeting on 24 July 2023 as a true and accurate record.

MOTION

That the Local Authority receive and confirm the minutes of the previous meeting held in Ali Curung on 24 July as a true and accurate record.

RESOLVED

Moved: LA Member Andrew Tsavaris

Seconded: LA Member Peter Corbett

CARRIED UNANIMOUSLY

Resolved {resolution-number}

3 ACTIONS FROM PREVIOUS MINUTES

Actions from previous Minutes

3.1 Actions from Previous Meetings

RECOMMENDATION

That the Local Authority receives and notes the Actions from previous meetings.

MOTION

That the Local Authority receives and notes the Actions from previous meetings.

- Purple House are expected to attend the next Ali Curung LA meeting and deliver a presentation regarding renal services.
- Menzies School of Health will begin training staff for a hearing service in Ali Curung in early October 2023.
- The Animal Management Program provided by the Barkly Vet Practice will commence in Ali Curung on 10 and 13 October through to 15 and 16 October 2023 however the dates are yet to be confirmed.
- Murray Downs basketball shelter repairs are ongoing, and contractors have been engaged.



MINUTES Ali Curung LA Meeting 25 September 2023



- The rubbish collection trailer is on back order however the community is able to utilise a borrowed trailer in the meantime.
- Use is being made of the new movie screen facility.
- Signage has arrived for the cemetery and traffic management speed awareness. These signs will be erected as time permits.
- Area Manager Michael Stanley-Hunt thanked the LA for its initiative in purchasing new streetlights which have now been installed.
- No response to date from PowerWater regarding the backup generator.
- It is envisaged that the tyre changing machine and air compressor will be functional at Murray Downs by the end of November 2023.
- Visitors requesting accommodation in Ali Curung can apply to the NIAA via the Area Manager.

RESOLVED

Moved: LA Member Andrew Tsavaris

Seconded: LA Member Peter Corbett

CARRIED UNANIMOUSLY

Resolved {resolution-number}



MINUTES Ali Curung LA Meeting 25 September 2023



4 CHIEF EXECUTIVE OFFICERS REPORTS

Nil

5 FINANCE REPORTS

Finance Reports

5.1 Monthly Financial Report for Ali Curung Local Authority

RECOMMENDATION

That the Local Authority receives and notes the updated LA Finance Report.

MOTION

That the Local Authority receives and notes the updated LA Finance Report.

- CFO was unable to attend due to bushfire priority funding work.
- The La Funds have been topped up since last meeting.

RESOLVED

Moved: Cr Lucy Jackson

Seconded: LA Member Ned Kelly

CARRIED UNANIMOUSLY

Resolved {resolution-number}



6 AREA MANAGERS REPORTS

Area Managers Reports

6.1 Area Manager Report for September 2023

RECOMMENDATION

That the Local Authority receives and notes the September report by the Area Manager.

SUMMARY

- Water Resource's Division Department of Environment, Parks, and Water Security to meet with LA members on the morning of 25th September.
- Repairs to council assets are still under way.
- Taken delivery of new rubbish trailer.
- Airstrip maintenance required from Department of Infrastructure, Planning and Logistics
- PO have been raised for contractor to complete the maintenance of firebreaks in Ali Curung and Murray Downs
- Replacement rubbish bins for Ali Curung and Murray Downs communities have been ordered
- Have contacted NT housing about the maintenance of yards. Residence lighting fires in yards to maintain them. In the current situation, this is quite dangerous.
- Police to hold community meeting about danger of lighting fires in yards. We have had multiple fires lit in yards to burn-off grass due to snakes.

HIGHLIGHTS:

- Community residents have occupied the new houses that have been built and renovated.
- The building of new housing has started in Murray Downs.
- The replacement of street lights in Ali Curung and Murray Downs has been completed that was fund by Ali Curung LA
- Pirate from The Black Wreath delivering and completed Build Your Own Guitar program over the last three months. An end of program concert was held on Wednesday 13Sep with Ali Curung Desert Eagles, AC Reggae and guest band Eastern Arrernte with the help of Artback NT.





MUNICIPAL	<ul style="list-style-type: none"> • Current Staff • Four permanent full time municipal officers • 2 casual municipal officer • Recruiting Casual Staff • Hard Rubbish / Small Rubbish / Grass-priority • Rubbish twice weekly by ute & trailer • General community maintenance • Airstrip maintenance
ESSENTIALSERVICES	<ul style="list-style-type: none"> • Waiting on airstrip maintenance to be carried out by Department of Infrastructure, Planning and Logistics • Firefighting trailer has been inspected and service
ADMINISTRATION	<ul style="list-style-type: none"> • Current Staff • Two casual • Mail, Centrelink, General Administration services as usual
AREA MANAGER	<ul style="list-style-type: none"> • Assisting age care
AGED CARE	<ul style="list-style-type: none"> • Administration Staff assisting due to lack of staff age care staff
SAFE HOUSE	<ul style="list-style-type: none"> • Team Leader resigned • New team leader • Safe House training to commence 27th Sep by Deb Aldridge
YSR	<ul style="list-style-type: none"> • New Team Leader Jack Aldridge
NIGHT PATROL	<ul style="list-style-type: none"> • Services as usual

MOTION

That the Local Authority receives and notes the September report by the Area Manager.

- Rise will be recruiting staff to manage the tyre changer machine at Murray Downs and Night Patrol to also be given keys for easy community access.
- Repairs are underway in the community.
- A rubbish trailer has been lent until new ordered trailer arrives.
- DIPL are yet to complete airstrip maintenance scheduled.
- A contractor is set to begin creating firebreaks on Tuesday 26 September 2023 for Ali Curung and Murray Downs and will also be extending the land fill waste facility area.
- NT Housing are to begin clearing grass in yards through a contractor and invoicing the occupier for the service.
- Music workshop for guitar making was a big success culminating with a music performance which was conducted successfully and received praise from many in the community.

MINUTES Ali Curung LA Meeting 25 September 2023



RESOLVED

Moved: LA Member Andrew Tsavaris

Seconded: LA Member Jerry Rice

CARRIED UNANIMOUSLY

Resolved {resolution-number}

7 GENERAL BUSINESS

General Business

7.1 Location of Trees in Community

RECOMMENDATION

That the Local Authority discusses the location where to plant purchased trees.

MOTION

The Local Authority discussed the where to plant purchased trees and agreed they should be planted at

- Football Oval
- Cemetery
- Softball Oval

Area manager will form a working group to identify exactly where individual trees are to be planted.

RESOLVED

Moved: LA Member Andrew Tsavaris

Seconded: LA Member Peter Corbett

CARRIED UNANIMOUSLY

Resolved {resolution-number}



MINUTES Ali Curung LA Meeting 25 September 2023



General Business

7.2 Woodfire BBQ locations

RECOMMENDATION

That the Local Authority discusses locations for the woodfire barbeques.

MOTION

The Local Authority agreed to have 1 wood fired barbecue permanently installed at the church and the remaining 2 units set up for portability.

RESOLVED

Moved: LA Member Andrew Tsavaris

Seconded: LA Member Peter Corbett

CARRIED UNANIMOUSLY

Resolved {resolution-number}

General Business

7.3 Financial assistance with tyre changing

RECOMMENDATION

That the Local Authority discusses the need for assistance to aid the community with the costs of changing tyres at the Council Workshop.

MOTION

A scoping study to assess costs and extra equipment needed for the self-service changing of tyres at the Ali Curung BRC Workshop.

RESOLVED

Moved: LA Member Andrew Tsavaris

Seconded: LA Member Peter Corbett

CARRIED UNANIMOUSLY

Resolved {resolution-number}



MINUTES Ali Curung LA Meeting 25 September 2023



8 CORRESPONDENCE

Nil

9 OTHER MATTERS FOR NOTING

Nil

10 REPORTS FROM BARKLY REGIONAL COUNCIL

Nil

12 VISITOR PRESENTATIONS

Visitor Presentations

12.1 Department of Environment, Parks and Water Security Presentation

RECOMMENDATION

That the Local Authority receives and notes the presentation from the Department of Environment, Parks and Water Security.

MOTION

That the Local Authority receives and notes the presentation from the Department of Environment, Parks and Water Security (DEPWS).

DEPWS representatives, Nicole Joy and Pippa Hunter gave a pre-LA meeting presentation to members and summarised during the meeting their discussions around:

- Groundwater and surface water
- Water application and supply, security and quality
- Some discussion was had about traditional story connections
- Areas not covered were details around sacred sites and dams

It was requested by Nicole Joy to amend the talking points listed in the agenda:

- 1. Receive and note Western Davenport Water Allocation Plan 2023 – 2033 Key messaging to read

When the next Davenport Water Allocation Plan 2023 - 2033 is next sitting, it will be raised at the next LA Meeting.

- 2. Local Authority has discussed their concerns for water with staff from the Department of Environment Parks and Water Security, Water Resources Branch who listened to their concerns and would like to be invited back to update the community on:

License allocations in the area
Water Advisory Committee outcomes from their last visit
Singleton Horticulture Project



MINUTES Ali Curung LA Meeting 25 September 2023



A question was put to the LA by the Area Manager regarding management of the bore adjacent to the football oval.

It was explained by LA Member Andrew Tsavaris that the community owns the rights to the bore and documents are held by the Central Land Council.

Director of Primary Health in the Barkly, Andrew Urquhart encouraged members of the community to step up to the challenge of becoming

- Health Workers
- Drivers
- Auxiliary staff

It was acknowledged that the bar was set very high for many locals to be eligible and arrangements to amend the requirements would require a court order.

Harry Price and Frederick Miller spoke to the LA in regard to acquiring music equipment either through Barkly Arts or repairing what is already available.

Area Manager Michael Stanley-Hunt spoke in support of the local musicians being respectful of access arrangements to equipment and rehearsal space.

The Chair explained that the LA may be able to form an auspice agreement to acquire funding for the musicians.



MINUTES Ali Curung LA Meeting 25 September 2023



13 OTHER BUSINESS

Area Manager Michael Stanley-Hunt gave a rundown of general business matters:

- New rubbish bins arriving for Ali Curung and Murray Downs
- 1 New Bin / household all old bins retrieved
- Fire mitigation is being conducted to protect the community with firebreaks
- There is an influx of new staff starting
- CAYLUS had sent 2 support staff for the school holiday program
- The proposal was put that the end office in the service centre building would be set up as a common office space for all visiting service providers such as Centre Link, Lawyers and government departments from time to time

MOTION

That the Ali Curung LA move that the BRC office will provide an assisted tyre changing service for \$25 / tyre at pre organised dates and times.

RESOLVED

Moved: LA Member Peter Corbett

Seconded: LA Member Jerry Rice

14 CLOSE OF MEETING

The Ali Curung LA next meeting date is 13/11/2023

Meeting Closed at 1:00 pm

THIS PAGE AND THE PRECEEDING PAGES ARE THE MINUTES OF THE Ali Curung Local Authority meeting HELD on 25 September 2023 AND ARE UNCONFIRMED.





MINUTES

Wutunugurra LA Meeting

Barkly Regional Council's Wutunugurra LA Meeting was held in the Meeting Room on Tuesday 26 September 2023 at 11:00 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.



1 OPENING AND ATTENDANCE

1.1 Authority Members Present

Meeting commenced at 11:00am with (Shirley Beasley) as Chair.

- Shirley Beasley - Chair
- Fiona Peterson
- Kaye Beasley
- Ezra Casson
- Julie Peterson

1.2 Staff and Visitors Present

- Norma Ellis (HCM Health Clinic)
- Sini Kaho (Clinic Coordinator Barkly Region)
- Rosemary Friend (Barkly Remote Doctor)
- Andrew Urquhart (Director of Primary Health Barkly Region)
- Donna Eddie (BRC Staff)
- Kelly White (BRC Area Manger)
- Barry Nattrass (BRC Staff)

1.3 Apologies To Be Accepted

Apologies

- Cr Mark Peterson

1.4 Absent Without Apologies

- Cr Anita Bailey
- Cr Jack Clubb
- Cr Lucy Jackson
- Cr Mark Peterson
- LA Member Annette Nungala
- LA Member Basil Morrison
- LA Member Cedric Price
- LA Member Lenny Beasley
- LA Member Nathaniel Peterson
- LA Member Tracy Peterson
- Mayor Jeffrey McLaughlin

1.5 Resignations

Nil

1.6 Disclosure of Interests

Nil

1.7 Review of Disclosure of Interest

Nil



MINUTES Wutunugurra LA Meeting 26 September 2023



2 CONFIRMATION OF PREVIOUS MINUTES

Confirmation of previous Minutes

2.1 Confirmation of 11 July 2023 LA Minutes

MOTION

That the Wutunugurra Local Authority receive and confirm the minutes of the previous meeting held in Wutunugurra on 11 July 2023

RESOLVED

Moved: LA Member Ezra Casson

Seconded: LA Member Fiona Peterson

CARRIED UNANIMOUSLY

Resolved WLA-23/0

3 ACTIONS FROM PREVIOUS MINUTES

Actions from previous Minutes

3.1 Actions arising from 12 July 2023 meeting

MOTION

That the Local Authority receives and notes the actions from the previous meeting held in Wutunugurra on 11 July 2023.

RESOLVED

Moved: LA Member Fiona Peterson

Seconded: LA Member Ezra Casson

CARRIED UNANIMOUSLY

Resolved WLA-23/1

4 CHIEF EXECUTIVE OFFICERS REPORTS

Nil

MINUTES Wutunugurra LA Meeting 26 September 2023



5 FINANCE REPORTS

Finance Reports

5.1 Monthly Financial Report for Wutunugurra Local Authority

MOTION

That the Local Authority receives and note the updated LA Finance Report.

RESOLVED

Moved: LA Member Ezra Casson

Seconded: LA Member Kaye Beasley

CARRIED UNANIMOUSLY

Resolved WLA-23/2

6 AREA MANAGERS REPORTS

Area Managers Reports

6.1 Area Manager's Report

MOTION

That the Local Authority receives and notes the Area Manager's Report.

RESOLVED

Moved: LA Member Fiona Peterson

Seconded: LA Member Shirley Beasley

CARRIED UNANIMOUSLY

Resolved WLA-23/3

7 GENERAL BUSINESS

General Business

7.1 Raised Cattle Grids

MOTION

That the Local Authority approves the Area Manager to seek 3 quotes towards supply and fit of three raised cattle grids for the community.

RESOLVED

Moved: LA Member Ezra Casson

Seconded: LA Member Shirley Beasley

CARRIED UNANIMOUSLY

Resolved WLA-23/4





General Business

7.2 Fencing Area between Lot 62 and Community Housing Lots 11-12 & 30

MOTION

That the Local Authority approves the purchase and installation of two personal access gates and one four-metre gate between Lot 62 and community housing lots 11-12 and 30

RESOLVED

Moved: LA Member Fiona Peterson

Seconded: LA Member Shirley Beasley

CARRIED UNANIMOUSLY

Resolved WLA-23/5

General Business

7.3 Shade cloth purchase for tree propagation

MOTION

That the Local Authority approves the purchase of shade cloth to cover the existing gardening area.

RESOLVED

Moved: LA Member Shirley Beasley

Seconded: LA Member Fiona Peterson

CARRIED UNANIMOUSLY

Resolved WLA-23/6

General Business

7.4 Fruit and shade trees purchase

MOTION

That the Local Authority approves the purchase of fruit and shade trees for the community

RESOLVED

Moved: LA Member Fiona Peterson

Seconded: LA Member Ezra Casson

CARRIED UNANIMOUSLY

Resolved WLA-23/7



MINUTES Wutunugurra LA Meeting 26 September 2023



8 CORRESPONDENCE

Nil

9 OTHER MATTERS FOR NOTING

A question was put to the meeting by Dr Rosemary Friend as to when the Women's Centre may be built and occupied.

Area Manager Kelly White told the meeting that:

- He had raised the issue many times at weekly internal BRC meetings
- He had raised the issue with Northern Territory Senator and Assistant Minister for Indigenous Australians Malarndirri McCarthy
- This would be pursued as it is considered a very needed asset for the community

Dr Friend also raised the issue of the security doors at the Art Centre not functioning correctly because of dirt build up on the tracks and was concerned glass panels were at risk.

A request for maintenance was raised.

Dr Friend further raised the issue of community safety when there are incidents of unruly behaviour and when police should be notified.

Andrew Urquhart, Director of Primary Health Barkly Region reinforced the need for a safety plan for the community when it came to unruly behaviour and would not hesitate to recall staff if the situation for them became unsafe or in any way unacceptable.

Community meeting organised by Mark Paterson for Thursday 28 September to be attended by all interested parties.

10 REPORTS FROM BARKLY REGIONAL COUNCIL

Nil

12 VISITOR PRESENTATIONS

Nil

13 OTHER BUSINESS

Nil

14 CLOSE OF MEETING

Meeting Closed at 12:15pm.

This page and the preceding 5 pages are the Minutes of the Wutunugurra Local Authority meeting at Wutunugurra on 26 September 2023 and are unconfirmed.

12 GENERAL BUSINESS

Nil

13 CORRESPONDENCE

Nil

14 DECISION TO MOVE INTO CONFIDENTIAL SESSION

Members of the press and public be excluded from the meeting of the Closed Session and access to the correspondence and reports relating to the items considered during the course of the Closed Session be withheld. This action is taken in accordance with *Section 99(2)* of the *Local Government Act 2019* and *Regulation 51* of the *Local Government (General) Regulations 2021* as the items listed to be discussed come within the following provisions: -

information about the employment of a particular individual as a member of the staff or possible member of the staff of the council that could, if publicly disclosed, cause prejudice to the individual;

information about the personal circumstances of a resident or ratepayer;

information that would, if publicly disclosed, be likely to:
cause commercial prejudice to, or confer an unfair commercial advantage on, any person; or

prejudice the maintenance or administration of the law; or

prejudice the security of the council, its members or staff; or

subject to subregulation (3) – prejudice the interests of the council or some other person;

information subject to an obligation of confidentiality at law, or in equity;

subject to subregulation (3) – information provided to the council on condition that it be kept confidential and would, if publicly disclosed, be likely to be contrary to the public interest;

subject to subregulation (2) – information in relation to a complaint of a contravention of the code of conduct.

14.1 Confidential Items Register

REASONS FOR CONFIDENTIALITY

Status 51(1)(c)(iv) - This item is considered 'Confidential' pursuant to section 99(2) and 293(1) of the Local Government Act 2019 and section 51(1)(c)(iv) of the Local Government (General) Regulations 2021, which states a council may close to the public only so much of its meeting as comprises the receipt or discussion of, or a motion or both relating to, Information that would, if publicly disclosed, be likely to: subject to subregulation (3) - prejudice the interests of the council or some other person.

14.2 Advice regarding Anyinginyi Health Aboriginal Corporation rates exemption

REASONS FOR CONFIDENTIALITY

Status 51(1)(c)(i) - This item is considered 'Confidential' pursuant to section 99(2) and 293(1) of the Local Government Act 2019 and section 51(1)(c)(i) of the Local Government (General) Regulations 2021, which states a council may close to the public only so much of its meeting as comprises the receipt or discussion of, or a motion or both relating to, information that would, if publicly disclosed, be likely to: cause commercial prejudice to, or confer an unfair commercial advantage on, any person.

14.3 TCYC and ACYC update

REASONS FOR CONFIDENTIALITY

Status 51(1)(c)(iv) - This item is considered 'Confidential' pursuant to section 99(2) and 293(1) of the Local Government Act 2019 and section 51(1)(c)(iv) of the Local Government (General) Regulations 2021, which states a council may close to the public only so much of its meeting as comprises the receipt or discussion of, or a motion or both relating to, Information that would, if publicly disclosed, be likely to: subject to subregulation (3) - prejudice the interests of the council or some other person.

15 NEXT MEETING AND MEETING CLOSE