

BARKLY REGIONAL COUNCIL



AGENDA ORDINARY COUNCIL MEETING

Wednesday 24 April 2024

Barkly Regional Council's Ordinary Council Meeting will be held
in Council Chambers, 41 Peko Road, Tennant Creek
on Wednesday 24 April 2024 at 8:30 am.

Jeff MacLeod

Chief Executive Officer

OUR VISION

We strive to be a responsive, progressive, sustainable council which respects, listens to 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 policies and budgets to ensure our programs and services are progressive and sustainable.

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

We are a responsible Council. We will be a responsive Council.

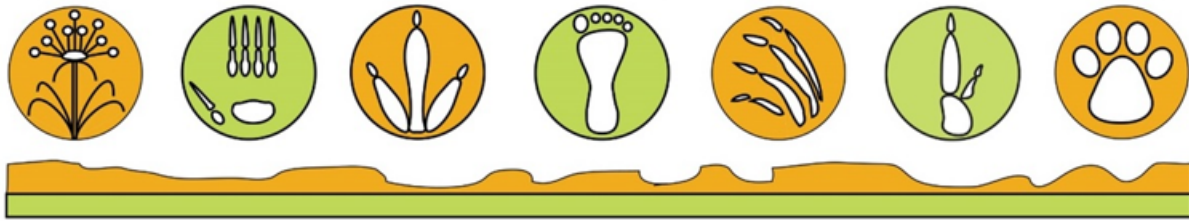
We want to empower local decision making.

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

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

We will aggressively pursue additional funding from both levels of government to improve the standard of living of people across the region. We need to be realistic, transparent, and accountable.

BARKLY REGIONAL COUNCIL



ACKNOWLEDGEMENT TO COUNTRY

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

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

COUNCIL PRAYER

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

Amen

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1 OPENING AND ATTENDANCE

1.1 Audio recording of meeting.

An audio recording of this meeting is being made for minute taking purposes as authorised by Council Policy Audio Recordings of Meetings. Councillors may request, via majority vote if required, that no audio recording is made where issues of legitimate cultural or spiritual significance are to be discussed.

1.2 Elected Members Present

1.3 Staff Members Present

1.4 Visitors Present

1.5 Apologies and Leave of Absence

1.7 Review of Disclosure of Interest

2 CONFIRMATION OF PREVIOUS MINUTES

Confirmation of previous Minutes

2.1 Confirmation of previous minutes

Author Emmanuel Okumu (Governance Manager)

RECOMMENDATION

That Council receives and confirms the minutes from the ordinary meeting of council held on 27 March 2024 as true and accurate record of that meeting.

SUMMARY

It is a requirement under s 101(3) of the Local Government Act for the minutes of the previous meeting to be confirmed.

ATTACHMENTS:

1. Ordinary meeting 27.03.2024 attach [2.1.1 - 19 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 March 2024 at 8:30 am.

Jeff MacLeod
Chief Executive Officer

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

We need to be realistic, transparent, and accountable.



ACKNOWLEDGEMENT TO COUNTRY

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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



1 OPENING AND ATTENDANCE

1.1 Elected Members Present

Meeting commenced at 8.30am with Official Manager Peter Holt as Chair.

1.2 Staff Members Present

- Acting CEO Jeff MacLeod
- Ex CEO Ian Bodill
- Executive Manager - Faye Jennings
- Chief Financial Officer - Romeo Mutsago
- Governance Manager - Emmanuel Okumu
- Director Operations and Remote Communities - Brody Moore
- Director Corporate Services - Murray Davies
- Director Community Services - Gillian Molloy (online)
- Regional Manager Safe Houses & Youth Rec - Sagar Chand
- Acting Director Tennant Creek - Ryan Francis

1.3 Visitors Present

Nil

1.4 Apologies and Leave of Absence

Nil

1.5 Apologies without notice

Nil

1.6 Review of Disclosure of Interest

Nil



2 CONFIRMATION OF PREVIOUS MINUTES

Confirmation of previous minutes

2.1 Confirmation of previous minutes

MOTION

Council received and confirms the Minutes of the Special Meeting of Council held on 06.03.2024 as a true and accurate record on that Meeting.

RESOLVED

Moved: Peter Holt

Seconded: Peter Holt

Carried Unanimously

Resolved OMC-24/105

3 ACTIONS FROM PREVIOUS MINUTES

Actions from previous Minutes

3.1 Actions register

MOTION

Council receives and notes the items in the action register and resolves to make any other decision in relation to the actions in the register. Updates are required for each proceeding Council meeting - Process to be reviewed.

That Council:

- a) noted the progress on the actions in the register and kept open the following actions:

Item No. 6.1 – DIPL working group

This is an ongoing working group regularly liaising with DIPL and contractors. **This will remain open until the project is delivered.**

Item No. 10.1 – Operations Directorate Report – Actions as per resolution:

Council Approved the actions below from the Elliot Local Authority meeting:

- 3.1 Purchase of ATV for Elliot – to assist with the delivery of Municipal Services
- 3.2 To seek funding for a shade structure and toilet facilities at the Elliot cemetery.





- 3.3 To approve the use of BRC Projects drone to complete aerial mapping of E Elliot.
- 3.4 Approve and draft correspondence to Anyinginyi Health seeking an update on the proposed Elliot Sobering Up Shelter.
- 3.5 Accepts and releases \$1000 of Elliot LA Funds to Elliot and Newcastle Waters Sports and Rec. Association for the Anzac Day Barbeque.
Director of Operations and Remote Communities to write a report to the Elliot LA on the Council decision – In Progress

Item 6.3 – Audit and Risk Committee – Variation under BRD
15.03.2024 Contract was shared with ARC at 08.03.2024 meeting.
Ongoing discussions with GT members – pending investigators report
Furnished to ARC at 08.03.2024 Meeting
In progress

Item 6.1 Reviewed Vehicle Use policy
15.03.2024 Emmanuel Okumu – The Official Manager raised questions around unrestricted personal use, fuel card entitlement and full licence vs. P plate CEO authorisation. Approval of the policy is pending.
In progress

Item 6.2 – NT Remuneration Tribunal Report
Action as per resolution – send a copy of the determination to each Local Authority member whose entitlements are affected.
Local Authority Coordinator to action – In progress

Item 8.3 – HR Report – Workforce Profile Report
Action as per resolution – Director Operations/Director Corporate Investigate smart sheet as a user friendly alternative for capturing actions from meetings.
Director Corporate Services – In progress

Item 11.1 – Ali Curung LA Minutes and action tracker
Action as per resolution – Director of Operations to draft correspondence for the CEO's approval:
Draft correspondence to:

- a. Power and water – inviting them to Ali Curung to address ongoing service issues.
- b. Northern Territory Government regarding the allocation of funds for the proposed Airstrip project.
- c. Northern Territory Health seeking clarification on the protocol and policies for the treatment of injured community members and after hours call outs.
- d. Northern Territory Health to request an update on the proposal of the Renal Health Clinic in Ali Curung community.
- e. Department of Chief Minister to advocate for reliable back up generator and systems to address on going power issues in community.

Director of Operations and Remote Communities – In progress



Item 11.2 – Plant and machinery report
Director of Operations and Remote Communities – to follow up and update Council on the status of seeking external funding to purchase priority plant required; excavator, loader and backhoe.

Director of Operations and Remote Communities – In progress

Item 9.2 – International Womens Day Celebrations in Elliot.
A report of the event to be submitted to the next Elliot Local Authority Meeting.
Regional Manager of Safe Houses – In progress

Item 10.3 – Local Authority Minutes and Actions Ampilatwatja.
List of recommendations from LA members for Regional Plan.
Director of Operations and Remote Communities – In progress

RESOLVED

Moved: Peter Holt

Seconded: Peter Holt

Carried Unanimously

Resolved OMC-24/106

4 ADDRESSING THE MEETING

Nil

5 OFFICIAL MANAGER'S REPORT

Official Manager's Report

5.1 Official Manager's Report

MOTION

Council receives and notes the Official Manager's report.

RESOLVED

Moved: Peter Holt

Seconded: Peter Holt

Carried Unanimously

Resolved OMC-24/107





6 CHIEF EXECUTIVE OFFICERS REPORTS

Chief Executive Officers Reports

6.1 The CEO's Report

MOTION

Council receives and notes the CEO Report.

The CEO will organize with LGANT a Local Buy presentation to BRC staff and Local businesses. Local Buy is a procurement organization established by Local Government Association of Queensland (LGAQ) to meet the procurement needs of Local Government.

RESOLVED

Moved: Peter Holt

Seconded: Peter Holt

Carried Unanimously

Resolved OMC-24/108

Chief Executive Officers Reports

6.2 Petition by concerned residents.

MOTION

Council

- A. Receives and notes the petition from the concerned residents.
- B. Resolves to provide a letter in response to the petition to the post office box provided.

On 13 March 2024, the office of the CEO received a petition from concerned residents regarding Streetlighting on Kargaru Town Camp Road. The CEO replied and acknowledged the receipt of the petition. The Official Manager is requested to receive and note the petition.

RESOLVED

Moved: Peter Holt

Seconded: Peter Holt

Carried Unanimously

Resolved OMC-24/109





Chief Executive Officers Reports

6.3 Ratification of Common Seal

MOTION

Council resolves to ratify the execution of the documents after they have been signed by the Official Manager to align with compliance regulations.

The Official Manager is required to affix a signature to the Common Seal Document as detailed below .

Under section 38 of the Local Government Act 2019, affixing the common seal to a document must be authorized or ratified by resolution of the Council. It must be signed by the CEO and at least one elected member.

- Deed of variation to Project Agreement(s)
- Commonwealth of Australia as represented by the National Indigenous Australians Agency and Barkly Regional Council.

RESOLVED

Moved: Peter Holt

Seconded: Peter Holt

Carried Unanimously

Resolved OMC-24/110

Chief Executive Officers Reports

6.4 Work Health & Safety Policy

MOTION

Council

1. Receives, notes the reviewed Barkly Regional Council Work Health & Safety Policy.
2. Further review of this policy is required – Revised version to be presented at next Ordinary Council Meeting.

BRC WHS policy was overdue for review. The policy has been reviewed to better manage the risk exposure to the Council, its workers, and others. The Official Manager is requested to note the reviewed policy or recommend further changes to the policy.

RESOLVED

Moved: Peter Holt

Seconded: Peter Holt

Carried Unanimously

Resolved OMC-24/111





Chief Executive Officers Reports

6.5 Vehicle use policy update.

MOTION

Council received and notes a verbal update review of the vehicle use policy. Council recommends that it defers any action on the vehicle use policy until further review.

During the December 2023 Council meeting, the Official Manager directed that the BRC vehicle use policy be reviewed as a matter of urgency. The review was carried out, but the approval has stalled as further questions were raised that require clarifications before approval can proceed.

RESOLVED

Moved: Peter Holt

Seconded: Peter Holt

Carried Unanimously

Resolved OMC-24/112

7 FINANCE REPORTS

Finance Reports

7.1 Finance Directorate Report

MOTION

Council receives and notes the Finance Report for the year-to-date 29 February 2024.

The report summaries the Finance Directorate activities for the year-to-date 29 February 2024.

1. Audit Risk Committee/Finance Risk Committee.
The council directed that the Audit Risk Committee and the Finance Risk Committee should not be combined as one committee. They should be operating as two separate committees.
The CEO and ELT will review this process.



2. Risk Function Workplan
The Council emphasised the need for a comprehensive outline of the mitigation strategies being put in place to address financial risks. This includes identification of potential risks, assessment of their impact, and development of proactive measures to mitigate their effects; defining reporting lines.

Emphasis needs to be placed on the workplan aligning with the organisations strategic objectives, regulatory obligations and best practice.
3. Financial Reporting – Council emphasised the need for the financial reporting to be provided by community – highlighting expenditure for each ward.
4. The Grants Report is currently being captured under the Corporate Services Directorate. This is to be reported under the Finance Directorate going forward.

RESOLVED

Moved: Peter Holt

Seconded: Peter Holt

Carried Unanimously

Resolved OMC-24/113

8 CORPORATE SERVICES DIRECTORATE REPORTS

Corporate Services Directorate Reports

8.0 ICT Report

MOTION

Council received and notes the ICT Report.

The Corporate Services Manager addressed the issue of the current points to points system utilized by BRC, highlighting its impending obsolescence and the necessity for its replacement in the near future. It was emphasized that proactive measures need to be taken to ensure the smooth transition to a new system while safeguarding the Council's interests throughout the process.

RESOLVED

Moved: Peter Holt

Seconded: Peter Holt

Carried Unanimously

Resolved OMC-24/114





Corporate Services Directorate Reports

8.1 Grants Report

MOTION

That Council notes and accepts the Grants Report.

This report presents an overview of the status of Grants applications, reporting and acquittals for the Barkly Regional Council. The report aims to provide a comprehensive understanding of the current Grants landscape and relays what grants have been applied for in the reporting period, what grants are currently opening and opening soon, what current opportunities are in progress and what previously applied for grants have been successful (or unsuccessful). In addition, reporting requirements for grants in progress is also noted.

RESOLVED

Moved: Peter Holt

Seconded: Peter Holt

Carried Unanimously

Resolved OMC-24/115

Corporate Services Directorate Reports

8.2 Monthly workforce profile report

MOTION

That Council receives and notes the Monthly workforce profile report.

A Report was generated to provide Council with a snapshot around personnel and any underlying trends. A significant number of casual staff were removed from employment, due to non- attendance or resignation.

As there remains a gender imbalance, does this reflect more on our remote location rather than bias? BRC is committed to Diversity and Inclusion, but not reflecting yet across the workforce.

Reporting requirements for Council to include a Workforce training report.

Workforce Graphs to be presented differently going forward – pie graph or similar.

RESOLVED

Moved: Peter Holt

Seconded: Peter Holt

Carried Unanimously

Resolved OMC-24/116





9 COMMUNITY DEVELOPMENT DIRECTORATE REPORTS

Community Development Directorate Reports

9.1 Barkly Animal Management facility - funding options

MOTION

Council notes and accepts the Barkly Animal Management facility report.

This report seeks council ratification to authorise the sourcing of funding for the development of an animal management facility in the Dog Dreaming cultural region of Tennant Creek. The facility aims to address the current inadequacies in veterinary services, pound area management, and community engagement regarding animal welfare. Securing funding is essential to address these issues and maximise long-term benefits for both animals and the community. This project will not only address existing challenges but also contribute to longterm improvements in animal care, community engagement, and sustainability.

The following stakeholders were identified for collaboration and consultation:

- Amrric
- Barkly Vet
- Animal Management working group

The primary objective is to develop a comprehensive project plan that addresses the diverse needs and concerns of all parties involved.

RESOLVED

Moved: Peter Holt

Seconded: Peter Holt

Carried unanimously

Resolved OMC-24/117





Community Development Directorate Reports

9.2 Community Development report

MOTION

Council received and accepts the Community Development February report.

Council requests a Local Bylaws report for each ward be provided for the next Council meeting.

RESOLVED

Moved: Peter Holt

Seconded: Peter Holt

Carried Unanimously

Resolved OMC-24/118

10 TENNANT CREEK DIRECTORATE REPORTS

Tennant Creek Directorate Reports

10.1 Tennant Creek Directorate Report

MOTION

Council received and notes the Tennant Creek Directorate report for February.

RESOLVED

Moved: Peter Holt

Seconded: Peter Holt

Carried Unanimously

Resolved OMC-24/119





Tennant Creek Directorate Reports

10.2 Kargaru Road Report

MOTION

Council receives and notes the Street lighting to Kargaru Road report.

The BRC has identified the need for installing street lighting along this road, and funding has been successfully secured through an application process. Recent events have underscored the urgency of this initiative. Following an unfortunate accident on the road, where a resident was struck and injured, concerned residents have submitted a petition highlighting the lack of street lighting as a contributing factor to such incidents.

Acting Director of Tennant Creek to provide a letter of response to the recent Kargaru Town petition.

RESOLVED

Moved: Peter Holt

Seconded: Peter Holt

Carried Unanimously

Resolved OMC-24/120





11 OPERATIONS DIRECTORATE REPORTS

Operations Directorate Reports

11.1 New Position Proposal - Senior Regional Area Manager

MOTION

Council withdraws this motion for further review.

Proposal for the creation of a new position within the Barkly Regional Council, Senior Regional Area Manager - communities. This proposal and position aims to address a strategic gap within Council and enhance our capacity to effectively manage regional planning, stakeholder communications, project management, and service delivery reporting across the Barkly region.

RESOLVED

Moved: Peter Holt

Seconded: Peter Holt

Carried Unanimously

Resolved OMC-24/121

Operations Directorate Reports

11.2 Arlparra - Local Authority Minutes and Actions

MOTION

Council

1. Note and accepts the Arlparra Local Authority Minutes conducted on the 5th March 2024, as an accurate record of meeting.
2. Note and accepts the updates to the Local Authority action list;
 - A) \$150,000 commitment of Local Authority Funds to the proposed Rest Area and Camping Ground in Arlparra community
 - B) \$50,000 commitment to upgrade the Arlparra children's playground

RESOLVED

Moved: Peter Holt

Seconded: Peter Holt

Carried Unanimously

Resolved OMC-24/122





Operations Directorate Reports

11.3 Alpurrrulam - Local Authority Minutes and Actions

MOTION

Council;

1. Note and accepts the Alpurrrulam Local Authority minutes conducted on the 29th February 2024, as an accurate record of meeting.
2. Note and accepts the updates to the Local Authority action list;
 - A) \$2,100 commitment of LAPF to purchase three tarpaulins currently in community for emergencies.
 - B) \$15,000 commitment of LAPF to renovate a room of the community centre for the visiting community vet service.

RESOLVED

Moved: Peter Holt

Seconded: Peter Holt

Carried Unanimously

Resolved OMC-24/123

Operations Directorate Reports

11.4 Local Authority Resignations

MOTION

Council;

1. Note and accepts the Director of Operations report regarding Local Authority resignations.
2. Note and accepts the Local Authority resignations of;

Mr. David Riley – Alpurrrulam Local Authority

Mr. Jackie Mahoney – Alpurrrulam Local Authority

RESOLVED

Moved: Peter Holt

Seconded: Peter Holt

Carried Unanimously

Resolved OMC-24/124



12 COMMITTEE REPORTS

Nil

13 GENERAL BUSINESS

Nil

14 CORRESPONDENCE

Correspondence

14.1 Correspondence

MOTION

Council receives and notes the BRC incoming and outgoing correspondence since the last OCM.

Under s 55 (2) of the LG (general regulation) 2011, the Council must keep a correspondence register referencing all correspondence addressed to or sent by, the Council or its principal member.

The Official Manager is requested to note the listed BRC correspondence.

List of documents names.

1. CoP Sharing of Working Alone Procedure – From the CEO, City of Palmerston.
2. Petition from concerned residents
3. BRC's CEO – acknowledgment letter for the receipt of the petition.
4. Residential Youth Justice Facilities letter

RESOLVED

Moved: Peter Holt

Seconded: Peter Holt

Carried Unanimously

Resolved OMC-24/125





15 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.

15.1 Review of Enterprise Bargaining Agreement

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.

Status 51(1)(d) - This item is considered 'Confidential' pursuant to section 99(2) and 293(1) of the *Local Government Act 2019* and section 51(1)(d) 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 subject to an obligation of confidentiality at law, or in equity.



15.2 Update on CEO recruitment.

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.

15.3 Review of Housing Policy

REASONS FOR CONFIDENTIALITY

Status 51(1)(c)(ii) - This item is considered 'Confidential' pursuant to section 99(2) and 293(1) of the Local Government Act 2019 and section 51(1)(c)(ii) 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: prejudice the maintenance or administration of the law.

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 12.10pm

16 NEXT MEETING AND MEETING CLOSE

The meeting closed at 12:10pm

This page and the preceding pages are the minutes of the meeting of the Ordinary Council Meeting held on 27.03.2024 and are unconfirmed.

This page and the preceding 18 pages are the Minutes of the Ordinary Council Meeting held on Wednesday 27th March 2024 and confirmed.

Official Manager – Peter Holt

3 ACTIONS FROM PREVIOUS MINUTES

Actions from previous Minutes

3.1 Actions from previous minutes

Author Emmanuel Okumu (Governance Manager)

RECOMMENDATION

That Council receives and notes the items in the action register and resolves to make any other decision in relation to the actions in the register.

SUMMARY

After every council meeting, the office of the CEO assigns council resolutions that require action to respective staff members. The action register shows the action that was required, the staff member responsible and the action taken.

BACKGROUND

After every council meeting, the office of the CEO assigns council resolutions that require action to respective staff members. The assigned staff have the obligation to record the action taken so that the council is informed during the next ordinary meeting of council.

ORGANISATIONAL RISK ASSESSMENT

The risk would result from non-action where the council makes a resolution, and nothing is done to implement it.

ISSUE/OPTIONS/CONSEQUENCES

All the report authors were sent an email notice and reminders. The option would be for the Council to seek an update and explanation regarding the information in the action register or make any other direction.

CONSULTATION & TIMING

All report authors were informed of the action assigned to them more than 3 days before the next ordinary council meeting.

ATTACHMENTS:

1. Action 2 [3.1.1 - 8 pages]



Action Register

Search Criteria

Showing Completed Items: No

Applied Filters

Meeting Types: Ali Curung LA Meeting, Alpururulam LA Meeting, Ampilatwatja LA Meeting, Arlparra LA Meeting, Audit and risk Committee, Elliott LA Meeting, Ordinary Council Meeting, Regional Advisory Committee, Special Council Meeting, Tennant Creek LA Meeting, Wutungurra LA Meeting

Generated By: Emmanuel Okumu

Generated On: 22/04/2024 at 11:55am

Meeting Date	Document	Item No.	Item	Status	Action Required	Assignee/s	Action Taken	Due Date	Completed (Overdue)
10/07/2023	Ali Curung Local Authority Meeting 10 07 2023	8.3	Ali Curung community Tree planting initiative	No Action Required	<p>Ali Curung Local Authority requested council to provide a detailed program to include the below before the tree planting commences.</p> <p>The detail to include;</p> <ul style="list-style-type: none"> • Community feedback on the exact location of the trees to be planted in the community. • A timeline for pickup, delivery to community, and tree planting activity that involves community members. • A watering program. 	Paul Hyde Kaduru		16/02/2024	Overdue by: 66 days
11/01/2024	Ordinary Meeting of Council - 11 January 2024	9.1	Community Development Directorate Report	Completed	<p>Please action as per resolution.</p> <p>Director of Corporate Services to review lease renewals on all BRC leases plus ensure that all insurances are current and up to date.</p> <p>Director of Community Development to provide clarity around the amount and rate of food being purchased by the community development directorate as shown in the PO list.</p>	Gillian Molloy, Murray Davies	<p>21/02/2024 Murray Davies</p> <p>on going lease renewal: consultation in progress with CLC - leases due 30/5/24 need to investigate whether there also renewals due northern end</p> <p>15/03/2024 Gillian Molloy</p> <p>Prior to the wet season, Comm Dev increases purchases of food and inventory due to unreliability of food deliveries.</p>	16/02/2024	Overdue by: 66 days
11/01/2024	Ordinary Meeting of Council - 11 January 2024	10.1	Tennant Creek Report	Completed	<p>Please action as per resolution.</p> <p>Ryan to follow-up and provide update.</p> <p>Brody to provide update on machinery and plant acquisition.</p>	Brody Moore	<p>18/01/2024 Ryan Francis</p> <p>Have made contact with designer and awaiting conformation of meeting</p>	16/02/2024	Overdue by: 66 days

Meeting Date	Document	Item No.	Item	Status	Action Required	Assignees	Action Taken	Due Date	Completed (Overdue)
06/02/2024	Special Meeting of Council 6 February 2024	10.1	Operations Directorate Report	Not yet started	<p>Please action as per resolution.</p> <p>Council Approved the Actions below from Elliot Local Authority meeting;</p> <p>3.1 - Purchase of ATV for Elliot – To assist in the delivery of Municipal Services</p> <p>3.2 - To seek funding for a shade structure and toilet facilities at the Elliot Cemetery</p> <p>3.3 - To approve the use of BRC Projects Drone to complete aerial mapping of Elliot</p> <p>3.4 - Approve and draft correspondence to Anyinginyi Health seeking an update on the proposed Elliot Sobering Up Shelter.</p> <p>3.5 - Accepts and releases \$1000 of Elliot LA Funds to Elliot and Newcastle Waters Sport and Rec. Association for the Anzac Day Barbeque.</p> <p>Director of Operations and Remote Communities to write a report back to the Elliot LA on the Councils decision.</p>	Brody Moore		15/03/2024	Overdue by: 39 days
23/02/2024	Ordinary Meeting of Council - 23 February 2024	6.1	Reviewed Vehicle Use Policy	In Progress	<p>Please action as per resolution.</p> <p>Further changes be made to the policy to include the following requirements.</p> <ul style="list-style-type: none"> • Logbooks • Satellite phone • remote travel in pairs • pre-approval vehicle checks • meal breaks • fatigue management <p>Official Manager would also like the following</p>	Emmanuel Okumu, Murray Davies	<p>15/03/2024 Emmanuel Okumu</p> <p>The Official Manager raised questions around unrestricted personal use, fuel card entitlement and Full licence vs P plate CEO authorisation. Approval of the policy is pending.</p> <p>10/04/2024 Emmanuel Okumu</p> <p>Council referred the policy to CEO and ELT for further review. It was presented to ELT meeting on 9/4/2024.</p> <p>ELT decision or report on their review has not yet been discussed.</p>	15/03/2024	Overdue by: 39 days

Meeting Date	Document	Item No.	Item	Status	Action Required	Assignees	Action Taken	Due Date	Completed (Overdue)
					<p>question answered before the policy can be approved.</p> <ul style="list-style-type: none"> • Does private use include unlimited trips, could for example a staff member travel to Alice Springs every weekend to play football or go shopping at council expense? Eg a staff travelling almost daily to a pub etc. • 2.2.(f) "Council workers and others who are required to operate BRC vehicles in performing their duties must possess a valid full Australian driver's licence." seems to contradict 1.3 Approved Drivers which allows CEO permission. • 2.2 (a) 4WD training, is this in the annual budget? • 2.8 Are fuel cards 'tied' to a particular vehicle or to a particular person? 				
23/02/2024	Ordinary Meeting of Council - 23 February 2024	6.2	NT Remuneration Tribunal Report	Not yet started	<p>Please action as per resolution.</p> <p>Send a copy of the determination to each Local Authority member whose entitlements are affected.</p>	Paul Hyde Kaduru		15/03/2024	Overdue by: 39 days
23/02/2024	Ordinary Meeting of Council - 23 February 2024	8.3	HR report: Workforce Profile Report	Awaiting internal response	<p>Please action as per resolution.</p> <p>ACTION: Director Operations/Director Corporate investigate Smart Sheet as a user friendly alternative for capturing action from meetings.</p>	Murray Davies	18/04/2024 Murray Davies have reviewed Smart Sheets which is a project management software - needs further consideration of its relevance to BRC	15/03/2024	Overdue by: 39 days
23/02/2024	Ordinary Meeting of Council - 23 February 2024	11.1	Ali Curung - LA Minutes and Action Tracker	Not yet started	<p>Please action as per resolution.</p> <p>ACTION: Director of Operations to draft correspondence for the CEO's approval.</p>	Brody Moore		15/03/2024	Overdue by: 39 days

Meeting Date	Document	Item No.	Item	Status	Action Required	Assignee/s	Action Taken	Due Date	Completed (Overdue)
					<p>Draft correspondence to;</p> <p>a. Power and Water – Inviting them to Ali Curung to address on-going service issues.</p> <p>b. Northern Territory Government regarding the allocation of funds for the proposed Airstrip Project.</p> <p>c. Northern Territory Health seeking clarification on the protocol and policies for the treatment of injured community members and after-hours call-outs.</p> <p>d. Northern Territory Health to request an update on the proposal of the Renal Health Clinic in Ali Curung community.</p> <p>e. Department of the Chief Minister to advocate for reliable back-up generator and systems to address on-going power issues in community.</p>				
23/02/2024	Ordinary Meeting of Council - 23 February 2024	11.2	Plant and Machinery Report	Not yet started	<p>Please action as per resolution.</p> <p>The Director of Operations and Remote Communities to follow up and update Council on status of seeking external funding to purchase priority plant required; Excavator, Loader and Backhoe.</p>	Brody Moore		15/03/2024	Overdue by: 39 days
06/03/2024	Special Meeting of Council - 6 March 2024	10.3	Local Authority Minutes and Actions - Ampilatwatja	Not yet started	<p>Action required</p> <p>Colin Baker to provide list of recommendations from LA members for Regional Plan. Paul Hyde Kaduru and Brody Moore to follow up.</p>	Paul Hyde Kaduru		24/03/2024	Overdue by: 30 days
27/03/2024	Ordinary Meeting of Council - 27	6.1	The CEO's Report	Not yet started	<p>Action required.</p> <p>That the CEO organize with LGANT a Local</p>	Faye Jennings, Jeff Macleod		23/04/2024	

Meeting Date	Document	Item No.	Item	Status	Action Required	Assignees	Action Taken	Due Date	Completed (Overdue)
	March 2024				Buy presentation to BRC staff and Local businesses. (Local Buy is a procurement organization established by Local Government Association of Queensland (LGAQ) to meet the procurement needs of Local Government).				
27/03/2024	Ordinary Meeting of Council - 27 March 2024	6.3	Ratification of Common Seal	Not yet started	<p>Action required.</p> <p>The documents be presented to the Official Manager to affix a signature to the Common Seal Documents.</p> <p>The aforementioned documents being:</p> <ul style="list-style-type: none"> • Deed of variation to Project Agreement(s) • Commonwealth of Australia as represented by the National Indigenous Australians Agency and Barkly Regional Council. 	Faye Jennings		19/04/2024	Overdue by: 4 days
27/03/2024	Ordinary Meeting of Council - 27 March 2024	6.4	Work Health & Safety Policy	Waiting CEO Approval	<p>Action required.</p> <p>The policy be made clear on how it seeks to deal with and prevent the WHS related risks. Should be presented to ELT for further review and the revised version be presented at next Ordinary Council Meeting.</p>	Barry Natrass	<p>18/04/2024 Barry Natrass</p> <p>An updated BRC WHS policy draft was presented to Acting / CEO Jeff MacLeod on Friday 12 April 2024.</p> <p>The WHS Manager was informed on the same day by email that the policy document will go before the Executive Leadership Team on or before 30 April 2024 to be assessed.</p>	15/04/2024	Overdue by: 8 days
27/03/2024	Ordinary Meeting of Council - 27	6.5	Vehicle use policy update.	In Progress	<p>Action required: The policy be discussed with the ELT and the concerns raised by the</p>	Brody Moore, Jeff Macleod,	<p>18/04/2024 Murray Davies</p> <p>This is a repetition of other matters reflecting the</p>	18/04/2024	Overdue by: 5 days

Meeting Date	Document	Item No.	Item	Status	Action Required	Assignees	Action Taken	Due Date	Completed (Overdue)
	March 2024				Official Manager resolved and the revised policy presented in the next ordinary council meeting. Acting CEO to lead the review with ELT.	Murray Davies	same draft policy - needs to be consolidated as one item		
27/03/2024	Ordinary Meeting of Council - 27 March 2024	7.1	Finance Directorate Report	Not yet started	<p>Action required:</p> <p>The CEO and ELT to discuss and review Audit Risk Committee/Finance Risk Committee and advise council.</p> <p>The CEO to follow up with the finance directorate and advise the council on when the internal audit of the procurement process will be carried out.</p> <p>The internal audit of procurement process was recommended by A & R committee in place of previously suggested review procurement policy.</p>	Jeff Macleod, Romeo Mutsago		26/04/2024	
27/03/2024	Ordinary Meeting of Council - 27 March 2024	8.2	Monthly workforce profile report	Not yet started	<p>Action required:</p> <p>HR department to present the Workforce Graphs differently going forward – pie graph or similar.</p>	Emily Wells, Murray Davies	<p>18/04/2024 Murray Davies</p> <p>Will be addressed from next report onwards</p>	19/04/2024	Overdue by: 4 days
27/03/2024	Ordinary Meeting of Council - 27 March 2024	9.1	Barkly Animal Management facility - funding options	In Progress	<p>Action required.</p> <p>The Director of Community Development to provide Council with a developed comprehensive project plan showing; how much the facility is likely to cost, operational costs, as well as addressing the diverse needs</p>	Gillian Molloy	<p>18/04/2024 Gillian Molloy</p> <p>In progress</p>	23/04/2024	

Meeting Date	Document	Item No.	Item	Status	Action Required	Assignees	Action Taken	Due Date	Completed (Overdue)
					and concerns of all parties involved. Refer the matter to the Animal Management Advisory Committee for further discussion and advise.				
27/03/2024	Ordinary Meeting of Council - 27 March 2024	9.2	Community Development report	In Progress	Action required: The CEO to instruct the relevant staff to prepare the report on the Council Bylaws and present it to the next ordinary council meeting.	Emmanuel Okumu, Jeff Macleod	15/04/2024 Emmanuel Okumu In the process of digging for information for purpose of writing report, we discovered whereas three of BRC Bylaws were updated in 2021, Council continued to use the one dated 2016. This has now been rectified. The report writing is still in progress.	26/04/2024	
27/03/2024	Ordinary Meeting of Council - 27 March 2024	11.1	New Position Proposal - Senior Regional Area Manager	Not yet started	The CEO to carry out further review on issues of organisations structure as well as roles and responsibilities of officers. Issue around the need to create additional positions be discussed in the ELT to consider whether it's crucial and necessary.	Brody Moore, Jeff Macleod		18/04/2024	Overdue by: 5 days

4 ADDRESSING THE MEETING

Nil

5 OFFICIAL MANAGER'S REPORT

Official Manager's Report

5.1 The Official Manager's Report.

Author Peter Holt (Official Manager)

RECOMMENDATION

That Council receives and notes the official manager's report on activities since the last OCM.

SUMMARY

Barkly Regional Plan

The most critical issue for all Local Authority meetings during March and April was to provide input to the Regional Plan 2024-25. This has now been completed for all Local Authorities and the first draft of the Plan will be presented at the next round of meetings. The regional budget is also currently in development.

CEO Recruitment

With Ian Bodill's resignation as of the 28th March 2024, the council has commenced recruitment for a new Chief Executive Officer. ANSON was selected as recruitment agency and the application process closed on 15th April. In the interim, we have been most fortunate to gain the assistance of Mr. Jeff MacLeod, CEO of MacDonnell Regional Council for over a decade, and one of the most experienced and highly respected senior executives in local government in the Northern Territory. Mr. MacLeod will act as the CEO initially for two months up to the end of May 2024.

The BRC Investigator's Report

The report on the Investigation of the Barkly Regional Council by Ms. Ruth Morley has now been presented to the Minister for Local Government, the Hon. Chaney Paech. The report was completed and went to the Minister on 12 March. This week face-to-face briefings for all councillors and those referenced in the report will be provided by Ms. Morley at the Department of the Chief Minister and Cabinet office, independent of Council. Those referred to in the report will have opportunity over the following 21 days to respond to the report before the Minister makes his determination.

PowerWater

The council has commenced regular meetings with PowerWater to ensure improved collaboration across the Barkly. Some of the issues raised included the replacement of streetlights in Tennant Creek, emergency power in Ali Curung (where a 3-day power failure meant the community did not

have power or running water), the failure of Smart Meters, issues raised by the Elliott LA including the quality of drinking water, and the possibility of a solar power project at Juno. PowerWater has offered to provide briefings on the matters raised, although no response has been received as yet, and reports will be provided to BRC and local authorities.

Juno Farm

After a request from the Department of Education and the Youth Justice unit the BRC has agreed to allow the use of the Juno Farm accommodation, currently used for a high school skills program, to house school aged students referred by the courts. This arrangement will be in place until the Youth Justice facility funded under the Barkly Regional Deal is completed mid year.

LGANT Meeting

A meeting of the Local Government Association of the NT was held in Darwin on April 18 and 19. The Chief Minister and Leader of the Opposition attended the meeting and were asked about their policies and plans for the local government sector. A key concern across the sector was the intention for further de-amalgamations and particularly for the return of community councils.

Barkly Regional Deal

The Governance Table recently announced that there would be a review of the governance of BRD but the council expressed some concern that there could be negative public perception if the review was not seen to be independent of government and the other key partners in the Deal. The BRC has been critical of the lack of clarity in the Council's role and the lack of a clear auspicing agreement and would seek to raise these issues as part of the review.

ATTACHMENTS:

Nil

6 CHIEF EXECUTIVE OFFICERS REPORTS

Chief Executive Officers Reports

6.1 BRC bylaws report

Author Emmanuel Okumu (Governance Manager)

RECOMMENDATION

That the official manager

1. Receives and notes the BRC bylaw report.
2. Resolves to refer the bylaws to the committees for further discussion and advise; or
3. Resolves to allow the necessary review of the bylaw to be done; or
4. Make any other direction in relation to the bylaws.

SUMMARY

This report provides the official manager with an update on the current BRC bylaws and suggests some changes that may be required.

Under resolution number OMC-24/118, the official manager requested a brief report showing whether the current BRC Bylaws are still fit for purpose or whether significant changes are required.

The manager of local laws, in coordination with the governance manager, reviewed the information relating to the BRC bylaws, and the findings are as follows;

Records show that three BRC Bylaws were updated around July 2021.

The reviewed current bylaws include the following;

Bylaws -Tennant Creek Control of Dogs (1 July 2021)
Bylaws -Tennant Creek Control of Public Places (1 July 2021)
Bylaws - Tennant Creek Meeting Procedure (1 July 2021)

The following remaining bylaws were not reviewed as such; they are current.

Bylaws - Flammable Undergrowth (1 July 2008)
Bylaws - Garbage (1 July 2008)
Bylaws - Swimming Centre (9 August 1989)

All the above-mentioned bylaws are on the council website and under the NTG legislation page.

It was noted that although some bylaws were reviewed in 2021, the review did not move to penalty units.

Therefore, in our opinion, all the BRC bylaws require some minimal and technical amendments and updates to be fit for purpose. The amendments need to be made per the most current legislation.

The notable changes required include, for example, BRC bylaws show penalties in dollar figures instead of penalty units.

The challenge is that 1 penalty unit is currently at \$178. Therefore, where BRC have \$50, \$100, \$200, etc., as a penalty in our bylaws, it means that the council charges \$200, for example, equivalent to a one-and-a-quarter penalty point.

The suggested change is as below;

1. Council to move from dollar figures to penalty units so that the penalty unity remains the same even if the dollar amount changes annually.
2. Council to resolve whether, following the amalgamation of councils, Tennant Creek bylaws now apply to the whole of Barkly council jurisdiction.
3. Some definitions are needed, for example, who an authorized officer vs a registrar.
4. Reviewing words such as where to use may or must.
5. And any other changes that may be suggested.

The report is based on one bylaw looked at as an example -Tennant Creek Control of Dogs (1 July 2021).

ORGANISATIONAL RISK ASSESSMENT

It's a compliance issue.

BUDGET IMPLICATION

If the official manager resolves to refer the matter to a committee, the council will incur costs on the sitting allowance for the committees.

The council would also need to hire a consultant to review the bylaws. The consultant's cost is not yet known, as it would require seeking quotations.

ISSUE/OPTIONS/CONSEQUENCES

Some issues include; The council provides services to Barkly area, and council staff are sometimes faced with dog situations while out in the community. Area managers are also faced with situations among others the flammable undergrowth in the community, which may require council action.

Example requiring people to clear the flammable.

Having bylaws called tennant creek may present such council staff with operational difficulty in implementing some of council roles within the community outside the Tennant Creek area.

CONSULTATION & TIMING

The BRC CEO

Community Development Director

Local Laws Manager

Director Corporate Services.

ATTACHMENTS:

1. Tennant Creek Control of Dogs B Y- LA W-2021 [6.1.1 - 33 pages]
2. Tennant creek control of public places-2021 [6.1.2 - 28 pages]
3. Tennant creek gabage by law- 2008 [6.1.3 - 9 pages]
4. Tennant Creek meeting procedure-2021 [6.1.4 - 16 pages]
5. Tennant creek swimming centre by law-1989 [6.1.5 - 11 pages]
6. Tennant creek undergrowth-2008 [6.1.6 - 5 pages]

NORTHERN TERRITORY OF AUSTRALIA

TENNANT CREEK (CONTROL OF DOGS) BY-LAWS 1992

As in force at 1 July 2021

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NORTHERN TERRITORY OF AUSTRALIA

As in force at 1 July 2021

TENNANT CREEK (CONTROL OF DOGS) BY-LAWS 1992

By-laws under the *Local Government Act 2019*

Part 1 Preliminary

1 Citation

These By-laws may be cited as the *Tennant Creek (Control of Dogs) By-laws 1992*.

2 Purpose

The purpose of these By-laws is to provide for the keeping of dogs as companion animals within the Municipality in a manner which is compatible with the enjoyment by residents of a congenial residential environment.

3 Interpretation

(1) In these By-laws, unless the contrary intention appears:

attack, in relation to the actions of a dog, means any action which causes injury or damage to any other animal or to any person or property, and includes any physical contact between the dog and another animal or a person or property whether or not any injury or damage results from the physical contact.

Council means the Tennant Creek Town Council.

dog means an animal which is of the genus *Canis*.

dog exercise area means an area set aside under by-law 20 as a dog exercise area.

dog restriction area means an area set aside under by-law 20 as a dog restriction area.

dog-tag means a dog-tag issued under by-law 12.

dog-trader means a person who buys or sells dogs in the course of his or her business.

guide-dog means a dog trained by a training institution approved by the Council by resolution and used by a person who is wholly or partially blind or deaf.

identification device means a dog-tag or a permanent electronic subcutaneous implant.

licence means a licence granted or renewed under these By-laws.

menace, in relation to the actions of a dog, means an action that creates a reasonable apprehension in a person that the dog is likely to attack the person or another person or an animal owned or in the control of the person or other person, and includes a reasonable apprehension that the dog may escape, or be released from restraint, to attack a person or animal.

Municipality means the municipality of Tennant Creek.

pound means the pound established under these By-laws.

premises includes land and buildings.

register means the register kept under by-law 7.

registered means registered under these By-laws.

registered owner, in relation to a dog, means the person appearing in the register as the owner of the dog.

Registrar means the Registrar appointed under by-law 6.

Repealed Act has the same meaning as in the *Dog Act Repeal Act 1991*.

veterinarian means a registered veterinarian within the meaning of the *Veterinarians Act 1994*.

(2) A reference in these By-laws to the owner (other than a reference to the registered owner) of a dog, unless the contrary intention appears, includes a reference to:

- (a) the person for the time being under whose control the dog is; and
- (b) the occupier of premises or a part of premises where the dog is ordinarily kept,

but does not include a person controlling or keeping a dog under Part 4 Division 2 or 3.

Part 2 Administration

- (3) A reference in these By-laws to a dog at large is a reference to a dog, other than a dog in the custody of an authorized person or in the pound, which is in a place other than a place owned or occupied by the owner of the dog.
- (4) For the purposes of these By-laws, a dog is under effective control where the dog is:
 - (a) restrained by a leash, cord, chain or similar device, not longer than 2.5m in length, held by a person who has attained the age of 10 years and who is competent to restrain the dog;
 - (b) enclosed in a vehicle; or
 - (c) in a dog exercise area in accordance with the conditions, if any, to which use of that area is subject.

4 Application

Unless the contrary intention appears, these By-laws apply to all areas within the Municipality.

5 Exemptions

By-laws 22, 23, 24, 25 and 26 do not apply to or in relation to guide dogs.

Part 2 Administration

6 Registrar

The Council may appoint an authorized person to be the Registrar for the purposes of these By-laws.

7 Register

- (1) The Registrar shall keep a register showing the following details:
 - (a) all dogs registered under these By-laws;
 - (b) all licences granted under these By-laws; and
 - (c) all offences, known to the Registrar, against these By-laws or against the Repealed Act:
 - (i) for which a registered owner has been convicted; or
 - (ii) in relation to which a registered owner has paid a sum specified by these By-laws in pursuance of a notice of infringement issued under these By-laws.

Part 2 Administration

- (2) The Registrar shall keep, as part of the register, the register referred to in section 5(d) of the *Dog Act Repeal Act 1991*.
- (3) The Registrar may keep the register in such medium or combination of mediums as the Registrar thinks fit including, but not limited to:
 - (a) a computer;
 - (b) micro film; or
 - (c) paper.

8 Delegation

- (1) Subject to this by-law, an officer or employee of the Council may, for the purposes of these By-laws, exercise all or any of the following powers:
 - (a) sign, seal or sign and seal notices, orders and agreements which the Council is entitled to issue, sign, seal, revoke or cancel;
 - (b) sign letters, receipts and other documents;
 - (c) do or perform an act, deed or thing necessary, ancillary or incidental to the exercise of the functions of the Council under these By-laws.
- (2) An officer or employee of the Council shall exercise a power conferred by clause (1) only on the resolution of the Council and in accordance with the conditions, if any, imposed by the Council.
- (3) A determination under clause (2) may be of a general nature or for a class or classes of cases or be with respect to a particular case.
- (4) A power or function delegated under this by-law, when exercised or performed by the delegate, shall, for the purposes of these By-laws, be deemed to have been exercised or performed by the Council.

9 Resolutions

Notice of a resolution made by the Council under these By-laws (other than by-law 8) shall be published in a newspaper circulating in the Municipality not later than 21 days after the making of the resolution.

Part 3 Registration and licences
Division 1 Registration of dogs

Part 3 Registration and licences

Division 1 Registration of dogs

10 Application for registration

- (1) The owner of a dog may apply to the Registrar to register the dog.
- (2) An application under clause (1) shall be in accordance with Form 1 accompanied by:
 - (a) the application fee determined under clause (3);
 - (b) written evidence that the owner of the dog is the owner of the premises on which the dog is or is to be ordinarily kept or, if not the owner of the premises, that the owner of the premises, or that owner's agent, permits the owner of the dog to keep the dog on the premises; and
 - (c) such further information, relevant to the determination of the application, that the Registrar requires the owner of the dog to provide.
- (3) The Council may, by resolution, determine the fee to be paid to register a dog and the fee may vary in respect of matters including but not limited to:
 - (a) whether or not the dog is sterilised;
 - (b) the area in which the premises on which the dog is normally kept are located;
 - (c) the manner in which the premises on which the dog is ordinarily kept are fenced;
 - (d) the breed of the dog; and
 - (e) whether or not the owner of the dog is a pensioner.
- (4) The Council may, by resolution, require an application under this by-law to register a dog to be accompanied by a photograph of the dog.

11 Determination of application

- (1) Subject to these By-laws, the Registrar shall, not later than 14 days after receiving an application under by-law 10:
 - (a) register the dog, either conditionally or unconditionally; or

- (b) refuse to register the dog.
- (2) The Registrar may refuse to register a dog if, within the period of 3 years before the date of the application:
 - (a) the owner of the dog has been convicted of more than 2 offences against these By-laws or the Repealed Act; or
 - (b) the dog has been impounded under these By-laws or the Repealed Act on more than 2 occasions.
- (3) The Registrar shall refuse to register a dog:
 - (a) if the dog, other than a dog referred to in by-law 24(2), is ordinarily kept on premises within a dog restriction area;
 - (b) if the owner of the dog fails to provide to the Registrar the written evidence referred to in by-law 10(2)(b);
 - (c) if the Registrar is satisfied that the dog is destructive, dangerous, vicious or consistently the cause of nuisance to members of the public;
 - (d) if the person applying for the registration has not, if so required by the Council by resolution, completed a dog obedience course or dog training course referred to in clause (4); or
 - (e) if the premises on which the dog is ordinarily to be kept are not fenced in accordance with the manner, if any, determined by the Council under clause (5).
- (4) The Council may, by resolution, approve a dog obedience course or dog training course for the purpose of clause (3)(d) and by-law 15(3).
- (5) The Council may, for the purposes of clause (3) (e) and by-law 15(3) determine, by resolution, the manner of fencing premises and may make a determination by reference to the size or breed or both the size and breed of a dog which is ordinarily to be kept on the premises.
- (6) If the Registrar refuses to register a dog or imposes conditions on the registration of a dog under clause (1), the Registrar shall serve on to the applicant a statement in writing of the reasons for the decision.
- (7) For the purposes of clause (2)(a), a conviction for an offence includes the payment of a sum specified by these By-laws in pursuance of a notice of infringement issued under these By-laws.

12 Dog-tags

The Registrar shall, on registering a dog under by-law 11, unless the dog is fitted with a permanent electronic subcutaneous implant, issue to the person who made the application a dog-tag in the form and type approved by the Council.

13 Period of registration

- (1) Subject to these By-laws, the registration of a dog remains in force for the period, not exceeding 12 months, specified:
 - (a) on the dog-tag issued in respect of the dog when it is registered; or
 - (b) where the dog is fitted with a permanent electronic subcutaneous implant, in the certificate issued in pursuance of clause (2).
- (2) Where a dog is fitted with a permanent electronic subcutaneous implant, the Registrar shall, on registering the dog, issue to the person who made the application a certificate in accordance with Form 2 stating the period for which the dog is registered.

Division 2 Licences

14 Application for licence

- (1) The occupier of premises may apply to the Registrar for a licence in respect of the premises.
- (2) An application under clause (1) shall be in accordance with Form 3 accompanied by:
 - (a) the fee determined by the Council by resolution;
 - (b) written evidence that the applicant is the owner of the premises or that the owner of the premises or the owner's agent permits the applicant to keep the dog or the number of dogs specified in the application on the premises; and
 - (c) such further information, relevant to the determination of the application, that the Registrar requires the applicant to provide.

15 Determination of application

- (1) Subject to these By-laws, the Registrar shall, not later than 14 days after receiving an application under by-law 14:
 - (a) grant a licence in respect of the premises, either conditionally or unconditionally; or
 - (b) refuse to grant a licence in respect of the premises.
- (2) The Registrar shall, in considering an application under by-law 14, take into account any matter which, in the Registrar's opinion, is relevant and in particular:
 - (a) the facilities for controlling dogs at the premises specified in the application;
 - (b) the number of dogs kept or to be kept on the premises; and
 - (c) the likely impact, if the licence is granted, on residents in the locality where the premises are situated.
- (3) The Registrar shall not grant a licence if:
 - (a) the applicant has not, if so required by the Council by resolution, completed a dog obedience course or dog training course referred to in by-law 11(4);
 - (b) the premises in respect of which the application relates are not fenced in accordance with a determination of the Council under by-law 11(5); or
 - (c) the applicant fails to provide the written evidence referred to in by-law 14(2)(b).
- (4) If the Registrar under clause (1) refuses to grant a licence or grants a licence subject to conditions, the Registrar shall serve on the applicant a statement in writing of the reasons for the decision.
- (5) Subject to these By-laws, a licence remains in force for the period, not exceeding 12 months, specified in the licence.

Part 3 Registration and licences
Division 3 Renewal, cancellation, &c. of registration and licences

Division 3 Renewal, cancellation, &c. of registration and licences

16 Application for and determination of renewal of registration or licence

- (1) A person may, before the expiration of the registration of a dog or a licence, apply to the Registrar for the renewal of the registration of the dog or the renewal of the licence in the same manner as an application is made for the registration of a dog or for the grant of a licence.
- (2) An application under clause (1) shall be determined by the Registrar in the same manner as an application for the registration of a dog or the grant of a licence is determined.

17 Cancellation of registration or licence by request

The Registrar may, on application made in writing by the registered owner of a dog or the holder of a licence, by notice in writing served on the owner or holder:

- (a) cancel the registration or licence;
- (b) vary the conditions to which the registration of the dog or the licence is subject; or
- (c) in the case of a licence, suspend the licence for a period, as specified in the application.

18 Cancellation of registration or licence otherwise than by request

- (1) The Registrar may, by notice in writing served on the registered owner of a dog or the holder of a licence, require the owner or holder to show cause why:
 - (a) the registration of the dog or the licence should not be cancelled;
 - (b) the registration of the dog or the licence should not be subject to the conditions specified in the notice; or
 - (c) in the case of a licence, the licence should not be suspended for the period specified in the notice.
- (2) The Registrar may, not less than 14 days after the date of service of the notice under clause (1), by notice in writing served on the registered owner or the holder of the licence on whom the first-

Part 3	Registration and licences
Division 4	Dog exercise areas and dog restriction areas

mentioned notice was served, if the first-mentioned notice was a notice referred to in:

- (a) clause (1)(a), cancel the registration of the dog or the licence;
- (b) clause (1)(b), subject the registration of the dog or the licence to the conditions specified in the notice; or
- (c) clause (1)(c), suspend the licence for the period specified in the notice, being a period not longer than the period specified in the first-mentioned notice.

19 Operation of notice of cancellation

A notice served by the Registrar under by-law 17 or 18(2) takes effect at the expiration of 21 days after the service of the notice.

Division 4 Dog exercise areas and dog restriction areas

20 Dog exercise areas and dog restriction areas

- (1) Subject to these By-laws, the Council may, by resolution, declare an area within the Municipality to be a dog exercise area and may specify the times when a dog may be exercised in the area and the conditions, if any, to apply to the exercising of a dog in the area.
- (2) Subject to these By-laws, the Council may, by resolution, declare an area within the Municipality to be a dog restriction area and may prohibit the keeping of:
 - (a) all dogs;
 - (b) more than a specified number of dogs; or
 - (c) all, or more than a specified number of, dogs of a specified breed,in the area.
- (3) The Council shall, not less than 21 days before declaring an area to be a dog exercise area or dog restriction area, publish a notice of the proposed dog exercise area or dog restriction area in a newspaper circulating in the Municipality.

Part 4 Control of dogs
Division 1 Offences

Part 4 Control of dogs

Division 1 Offences

21 Unregistered dogs

(1) Subject to this by-law, a person who keeps an unregistered dog in the Municipality is guilty of an offence.

Penalty: \$200.

(1A) An offence under clause (1) is a regulatory offence.

(2) It is a defence to a prosecution for an offence against clause (1) if the person charged with the offence proves that the dog had not been usually kept within the Municipality for a period of 3 consecutive months before the date of the alleged offence.

(3) Clause (1) and by-law 22 do not apply to:

(a) the manager of the pound keeping a dog in the pound;

(b) the Registrar, in the course of the exercise or performance of the Registrar's powers or functions under these By-laws;

(c) a person boarding a dog for the owner of the dog for less than 3 months;

(ca) a dog under the age of 3 months;

(d) the Society for the Prevention of Cruelty to Animals (N.T.) Incorporated keeping a dog in a refuge maintained by it; or

(e) a veterinarian keeping a dog for the purposes of treatment.

22 Conditions of registration or licence to be observed

Subject to these By-laws, a person who contravenes or fails to comply with a condition to which the registration of a dog or a licence is subject is guilty of an offence.

Penalty: \$200.

23 Requirement for licence

- (1) The occupier of premises where more than the number of dogs, or the number of dogs of a class of dog or classes of dogs, as determined under clause (2), are kept is guilty of an offence unless the premises are licensed.

Penalty: \$200.

- (2) The Council may, by resolution, determine the number of dogs, or the number of dogs of a class of dog or classes of dogs, which may be kept on premises without the premises being licensed, and the Council may make different determinations in respect of different areas within the Municipality.
- (3) It is a defence to a prosecution for an offence against clause (1) if the occupier of the premises proves that the dog in respect of which the alleged offence occurred had, at the time of the alleged offence, not attained the age of 3 months.

24 Keeping dogs in dog restriction area

- (1) Subject to these By-laws, a person who keeps a dog in a dog restriction area where the keeping of the dog is prohibited is guilty of an offence.

Penalty: \$200.

- (2) It is a defence to a prosecution for an offence against clause (1) if the person charged with the offence proves that the dog at the date of the making of the resolution declaring the dog restriction area:
- (a) was owned by the person;
 - (b) was usually kept at premises in the dog restriction area; and
 - (c) if required by these By-laws to be registered, was registered.

25 Removal of identification device

- (1) A person, other than the owner of the dog, who removes an identification device from a registered dog without reasonable cause is guilty of an offence.

Penalty: \$200.

- (2) Subject to clause (3), the registered owner of a dog which is at large without an identification device is guilty of an offence.

Penalty: \$200.

Part 4 Control of dogs
Division 1 Offences

- (3) It is a defence to a prosecution for an offence against clause (2) if the registered owner proves that the identification device had been removed:
- (a) by a person without the owner's permission and the owner had not had a sufficient opportunity to replace the identification device; or
 - (b) for a reasonable cause and the cause was still existent.

26 Dogs at large

Subject to these By-laws, the owner of a dog which is at large and not under effective control is guilty of an offence.

Penalty: \$200.

27 Enticement

A person who, with intent to commit an offence against these By-laws or to cause such an offence to be committed, entices or induces a dog to enter a place in which it is at large is guilty of an offence.

Penalty: \$200.

28 Dogs in enclosed place with other animals

Subject to these By-laws, a person who, without the consent of the owner of the animal or bird, permits a dog to be in an enclosed field, paddock, yard or other place (other than a place owned or occupied by the person or the pound) in which an animal or bird owned by another person is confined is guilty of an offence.

Penalty: \$200.

29 Dogs attacking or menacing persons or animals

- (1) Subject to these By-laws, the owner of a dog which:
- (a) attacks a person or animal; or
 - (b) menaces a person or animal,
- is guilty of an offence.

Penalty: \$500.

- (1A) An offence under clause (1) is a regulatory offence.

Part 4 Control of dogs
Division 1 Offences

- (2) A person who invites, encourages or provokes a dog to do an act referred to in clause (1) is guilty of an offence.
- (3) It is a defence to a prosecution for an offence against clause (1) if the owner of the dog proves that:
 - (a) a person had, without the owner's permission, invited, encouraged or provoked the dog to attack or menace the person or animal; or
 - (b) the person or animal attacked or menaced was attacked or menaced when on premises owned or occupied by the owner of the dog.

30 Dogs chasing vehicles

The owner of a dog which chases a vehicle (including a bicycle) is guilty of an offence.

Penalty: \$200.

31 Dogs causing nuisance

- (1) The owner of a dog who permits that dog, either by itself or in concert with other dogs, to become a nuisance is guilty of an offence.

Penalty: \$200.
- (2) For the purpose of this by-law, a dog is a nuisance if it:
 - (a) is injurious or dangerous to the health of the community;
 - (b) creates a noise, by barking or otherwise, which is frequent and produces a noise level greater than 5 dBA above ambient on that part of another property ordinarily used for domestic activities;
 - (c) consistently barks when people or vehicles use a road in the vicinity of the premises where the dog is kept;
 - (d) behaves consistently in a manner contrary to the general interest of the community; or
 - (e) subject to this by-law, when on a road where there is a constructed curb and gutter, urinates or defecates other than in that gutter.
- (3) The owner of a dog is not guilty of an offence against this by-law, by reason of the dog being a nuisance by defecating in

circumstances referred to in clause (2)(e), if the owner immediately removes the faeces and disposes of it in the gutter of the road, a public garbage receptacle or on his or her own property.

32 Abandoning dogs

A person who abandons a dog in the Municipality is guilty of an offence.

Penalty: \$500.

33 Obstruction of manager of pound, &c.

(1) A person who obstructs or hinders the manager of the pound in the execution of his or her duties under these By-laws is guilty of an offence.

Penalty: \$200.

(2) A person who:

(a) removes or attempts to remove a dog from the custody of an authorized person; or

(b) except in pursuance of these By-laws, removes or attempts to remove a dog from the pound,

is guilty of an offence.

Penalty: \$200.

34 Sterilization marks and certificates

(1) A person who sterilizes a dog and who fails to:

(a) tattoo the left ear of the dog in the manner determined by the Council; or

(b) provide the owner of the dog with a certificate in accordance with Form 4,

is guilty of an offence.

Penalty: \$200.

(2) A person who tattoos a dog which has not been sterilised with a tattoo referred to in clause (1) is guilty of an offence.

Penalty: \$200.

Part 4 Control of dogs
Division 3 Pound

- (3) A dog trader who, on the sale of a dog:
- (a) fails, where the dog has been sterilized, to supply; or
 - (b) supplies, where the dog has not been sterilized,
- a certificate in accordance with Form 4 is guilty of an offence.

Penalty: \$200.

35 False information

A person who knowingly makes a false statement in a document required or permitted to be made under these By-laws is guilty of an offence.

Penalty: \$200.

Division 2 Enforcement

36 Seizure, &c., of dogs

An authorized person may:

- (a) seize:
 - (i) an apparently diseased, injured, savage, destructive or stray animal; or
 - (ii) an animal that is at large; and
- (b) where, in the opinion of an authorized person it is necessary to do so, destroy a diseased, injured, savage, destructive, unclaimed or unwanted animal.

37 Dogs seized to be impounded

A person who seizes a dog in pursuance of these By-laws shall, as soon as practicable after seizing the dog, deliver the dog to the pound.

Division 3 Pound

38 Establishment, &c. of pound

- (1) The Council shall establish a pound.
- (2) The Council shall appoint a person to be the manager of the pound.

- (3) The pound shall remain open on such days and between such hours as the Council, by resolution, determines.

39 Notice of impounding

- (1) Where a registered dog with an identification device is delivered to the pound, the manager of the pound shall, as soon as possible, serve on the registered owner a notice in accordance with Form 5 of the impounding of the dog.
- (2) Where a dog that is registered outside the Municipality is delivered to the pound, and the address of the owner of the dog is apparent to the manager of the pound, the manager shall serve at that address notice in accordance with Form 6 of the impounding of the dog.
- (3) Except in accordance with clause (1) or (2), the manager of the pound is not required to give notice of the impounding of a dog to its owner.

40 Release of dogs from pound

- (1) A dog in the pound shall not be released from the pound:
- (a) subject to clause (3), unless it is registered;
 - (b) other than to the owner of the dog or to a person authorised in writing by the owner to act as the owner's agent; and
 - (c) unless there is paid to the manager of the pound the maintenance and release fees fixed under clause (2).
- (2) The Council may, by resolution, determine the amount of a daily fee to be paid in relation to the maintenance of a dog in the pound and a fee to be paid on the release of a dog from the pound.
- (3) Clause (1) does not apply to a dog which has not been usually kept within the Municipality for 3 consecutive months immediately preceding the date of its release from the pound.

41 Destruction of impounded dogs

- (1) Subject to these By-laws, the manager of a pound may destroy a dog impounded in the pound.

- (2) The manager of the pound shall not destroy a dog impounded in the pound before the expiration of the number of days or hours determined by the Council by resolution:
 - (a) in the case of a dog referred to in by-law 44(1) and (2), after the time when the notice sent under that by-law would have been delivered in the ordinary course of post; or
 - (b) in the case of any other dog, after the impounding of the dog.

42 Diseased dogs

- (1) A person who seizes a dog under these By-laws that is diseased, or a veterinarian or the Registrar (with the advice of a veterinarian if available) who examines an impounded dog and finds the dog to be diseased, shall notify the manager of the pound that the dog is diseased.
- (2) The manager of the pound, on being notified under clause (1) or on noticing that a dog is diseased shall immediately:
 - (a) isolate the dog from the other dogs in the pound; and
 - (b) by notice in writing served on the owner, if known, of the diseased dog advise the owner that the dog is or is suspected of being diseased and require the dog:
 - (i) to be destroyed; or
 - (ii) to undergo a course of treatment specified in the notice.
- (3) In addition to clause (2)(b), the manager of the pound may, in the notice served under that clause, require the owner to produce to the manager of the pound, within the time specified in the notice, a report prepared by a veterinarian or person specified in the notice relating to:
 - (a) the diseased dog, where the dog is not required to be destroyed; or
 - (b) all other dogs ordinarily kept at the premises at which the diseased dog was kept.
- (3) A dog the subject of a notice under this by-law may be released from the pound in accordance with by-law 40 subject to such conditions, if any, as the Registrar thinks fit.

Part 5 Miscellaneous

- (4) The owner of a dog who contravenes or fails to comply with a requirement contained in a notice served on the owner under clause (2) or a condition subject to which the dog is released under clause (3) is guilty of an offence.

Penalty: \$200.

- (5) Notwithstanding anything to the contrary in these By-laws, the manager of the pound may destroy a dog in the pound:

(a) if the dog is so diseased or injured that it is humane to destroy it; or

(b) with the approval of a veterinarian.

- (6) The cost of treatment reasonably provided by the manager of the pound to a diseased and to any other dog in the pound that was infected or was at risk of being infected by the diseased dog before the manager could reasonably isolate it, is a debt due and payable by the owner of the diseased dog to the Council.

43 Method of destruction of impounded dogs

Subject to these By-laws, a dog in the pound shall not be destroyed other than:

(a) by a veterinarian or a person who, in the opinion of the manager of the pound, is qualified to destroy the dog; and

(b) in a manner approved by the Australian Veterinary Association.

Part 5 Miscellaneous

44 Change of ownership of dogs

- (1) A person who acquires ownership of a registered dog and does not, within 14 days of acquiring ownership of the dog, notify the Registrar of:

(a) the person's name and address;

(b) the name of the registered owner; and

(c) the registration number of the dog,

is guilty of an offence.

Penalty: \$50.

Part 5 Miscellaneous

- (2) The registered owner of a dog who changes his or her address and does not, within 14 days of the change, notify the Registrar of his or her new address is guilty of an offence.

Penalty: \$50.

- (3) The Registrar, on being notified of a change of ownership under clause (1) or address under clause (2) shall amend the register accordingly.

45 Dog races, &c.

- (1) The Council may, by notice in writing, exempt a person or body of persons from by-law 25 or 26, or both, for the purposes of a dog race, dog trial, dog show or dog obedience training or while using the dog to drive cattle or stock on a road or for such other event or purpose as the Council may, from time to time, determine.
- (2) An exemption under clause (1) may relate to a particular event or purpose or to a class of events or purposes and may be subject to such conditions, if any, as the Council thinks fit.

46 Fixed penalties

- (1) A person who is alleged to have contravened or failed to comply with these By-laws, and on whom a notice of infringement is served, may pay to the Council, as an alternative to prosecution, the sum specified by this by-law in lieu of the penalty which may otherwise be imposed under these By-laws.
- (2) For the purposes of this by-law:
 - (a) the sum specified by this by-law is \$50;
 - (b) a notice of infringement shall be in accordance with Form 7;
 - (c) a notice of infringement may be issued by an authorized person;
 - (d) the sum specified by this by-law may be paid to the Registrar or to the Town Manager; and
 - (e) in order to avoid prosecution, the sum specified by this by-law shall be paid not later than 14 days after the date of the service of the notice of infringement on the person.

Schedule

Schedule

FORM 1

by-law 10(2)

Local Government Act 2019

TENNANT CREEK (CONTROL OF DOGS) BY-LAWS 1992

APPLICATION FOR REGISTRATION/RENEWAL OF REGISTRATION

To the Registrar at Tennant Creek

PARTICULARS OF OWNER

I, (Surname) (Given names)
of (Street Address)
(Postal Address) (phone No.)

hereby apply for registration/renewal of registration(1) of my dog to 30 June 199...

PARTICULARS OF DOG

Breed(2): Colour:
Markings: Sex: Male/Female(2)
Whole/Sterilised(2)
Age: Name:

Address where dog normally kept:

DECLARATION

I declare the particulars set out to be true and apply for registration/renewal of registration(1) of my dog in accordance with the *Tennant Creek (Control of Dogs) By-laws 1992*.

.....
Signature of applicant

.....
Date

Schedule

NOTES: If the owner is under 18 years of age, the applicant for registration must be the occupier of the premises or the part of the premises where the dog is ordinarily kept.

- (1) Delete if inapplicable
- (2) If cross-breed, give details (eg Mastiff X Great Dane, German Shepherd X, etc.)

OFFICE USE ONLY

Disc No. Ref. No. Amount Paid Entered Computer

Disc No.	Ref. No.	Amount Paid	Entered Computer

Schedule

FORM 2

by-law 13

Local Government Act 2019

TENNANT CREEK (CONTROL OF DOGS) BY-LAWS 1992

CERTIFICATE OF REGISTRATION

1. Particulars of dog:

Breed(1)	Colour:	
Markings:	Sex:	Male/Female(2)
		Whole/Sterilised(2)
Age	Name	
Address where dog is normally kept		

2. Particulars of owner:

Surname	Given Names
Street Address	
Postal Address	Phone

3. The dog referred to in this certificate is fitted with a permanent electronic subcutaneous implant and is registered under the *Tennant Creek (Control of Dogs) By-laws 1992* until .

4. The registration number of the dog is:

.....
Registrar	Date

(1) If cross breed, give details (eg Mastiff X Great Dane, German Shepherd X, etc)

(2) Delete if inapplicable.

Schedule

FORM 3

by-law 14(2)

Local Government Act 2019

TENNANT CREEK (CONTROL OF DOGS) BY-LAWS 1992

APPLICATION FOR LICENCE/RENEWAL OF LICENCE

To the Registrar at Tennant Creek

1. Particulars of applicant:

Name (Surname) (Given Names)

Address (Residential address)

(Postal address)

2. Particulars of premises#:

Location of premises

Description of facilities at premises

3. Particulars of number and breed of dogs#

Number Breed/s

Declaration

I declare the particulars set out to be true and apply for a licence/renewal of licence* for the period from .../.../...

.....
Signature of applicant

.....
Date

* Delete if inapplicable

If insufficient space, attach extra sheet

OFFICE USE ONLY

Disc No. Ref. No. Amount Paid Entered Computer

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Schedule

FORM 4

by-law 34(2)

Local Government Act 2019

TENNANT CREEK (CONTROL OF DOGS) BY-LAWS 1992

CERTIFICATE OF STERILIZATION

I certify that I have carried out a sterilization procedure on a dog of the following description.

Breed(1):

Colour:

Markings:

Sex:

Age:

Name:

.....
Veterinarian

.....
Date

Certificate delivered to the purchaser:

.....
Dog trader

.....
Date

(1) If cross breed, give details (eg. Mastiff X Great Dane, German Shepherd X, etc)

Schedule

FORM 7

by-law 46

Local Government Act 2019

TENNANT CREEK (CONTROL OF DOGS) BY-LAWS 1992

NOTICE OF INFRINGEMENT

To

of

It is alleged that at _____ am/pm on

at _____, Tennant Creek,

you committed the following offence:

In pursuance of by-law 46 of the *Tennant Creek (Control of Dogs) By-laws 1992* you may pay to the Council, as an alternative to prosecution, the sum of \$50 (Fifty Dollars) in lieu of the penalty by which the offence against these By-laws is otherwise punishable at the address shown on the reverse of this notice, not later than 14 days after the date of service of this notice of infringement, in order to avoid prosecution.

Dated _____ 19 .

Authorized Person

(Back of form)

If you do not wish the offence alleged on the front of this notice of infringement to be dealt with by the Local Court you should read and complete the following:

I, _____ of _____, tender the amount shown on the front of this notice, being assured that on payment of that amount no further action will be taken by the Council for this offence.

Payment of the amount in full must be made not later that 14 days after the date of service of this notice of infringement and must be accompanied by this notice.

Schedule

Payment may be made between 8.30 am and 4.45 pm, Monday to Friday (except Public Holidays):

IN PERSON – To the Registrar, Tennant Creek Town Council, Peko Road, Tennant Creek.

BY POST – To the Town Manager, Tennant Creek Town Council, PO Box 821, Tennant Creek, NT, 0861.

Telephone enquiries to the Town Manager, phone 62 2401.

On payment of the penalty, you will not be liable for any further penalty or costs in this matter.

If you do wish the offence alleged on the front of this notice of infringement to be dealt with by the Local Court you need not take any further action in respect of this notice and proceedings will issue against you in due course.

ENDNOTES

ENDNOTES

1 KEY

Key to abbreviations

amd = amended	od = order
app = appendix	om = omitted
bl = by-law	pt = Part
ch = Chapter	r = regulation/rule
cl = clause	rem = remainder
div = Division	renum = renumbered
exp = expires/expired	rep = repealed
f = forms	s = section
Gaz = Gazette	sch = Schedule
hdg = heading	sdiv = Subdivision
ins = inserted	SL = Subordinate Legislation
lt = long title	sub = substituted
nc = not commenced	

2 LIST OF LEGISLATION

Tennant Creek (Control of Dogs) By-laws (SL No. 34, 1992)

Notified	15 July 1992
Commenced	15 July 1992

Amendments of Tennant Creek (Control of Dogs) By-laws (SL No. 1, 1995)

Notified	31 January 1995
Commenced	31 January 1995

Statute Law Revision Act 2005 (Act No. 44, 2005)

Assent date	14 December 2005
Commenced	14 December 2005

Local Court (Related Amendments) Act 2016 (Act No. 8, 2016)

Assent date	6 April 2016
Commenced	1 May 2016 (s 2, s 2 <i>Local Court (Repeals and Related Amendments) Act 2016</i> (Act No. 9, 2016) and Gaz S34, 29 April 2016)

Local Government Act 2019 (Act No. 39, 2019)

Assent date	13 December 2019
Commenced	pt 8.6: 1 July 2022; rem: 1 July 2021 (Gaz S27, 30 June 2021)

Amending Legislation

Statute Law Revision Act 2020 (Act No. 26, 2020)

Assent date	19 November 2020
Commenced	20 November 2020 (s 2)

Local Government Amendment Act 2021 (Act No. 15, 2021)

Assent date	25 May 2021
Commenced	26 May 2021 (s 2)

ENDNOTES

3 GENERAL AMENDMENTS

General amendments of a formal nature (which are not referred to in the table of amendments to this reprint) are made by the *Interpretation Legislation Amendment Act 2018* (Act No. 22 of 2018) to: bl 1, 3 and 7 and sch.

4 LIST OF AMENDMENTS

bl 3	amd No. 1, 1995, bl 1; Act No. 44, 2005, s 23
bl 21	amd No. 1, 1995, bl 2; Act No. 44, 2005, s 23
bl 29	amd No. 1, 1995, bl 3
bl 42 – 43	amd Act No. 44, 2005, s 23
sch	amd Act No. 44, 2005, s 23; Act No 8, 2016, s 45; Act No. 39, 2019, s 370

NORTHERN TERRITORY OF AUSTRALIA

TENNANT CREEK (CONTROL OF PUBLIC PLACES) BY-LAWS 1989

As in force at 1 July 2021

Table of provisions

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NORTHERN TERRITORY OF AUSTRALIA

As in force at 1 July 2021

TENNANT CREEK (CONTROL OF PUBLIC PLACES) BY-LAWS 1989

By-laws under the *Local Government Act 2019*

Part I Preliminary

1 Citation

These By-laws may be cited as the *Tennant Creek (Control of Public Places) By-laws 1989*.

2 Definitions

In these By-laws, unless the contrary intention appears:

approved crossing means a crossing constructed:

- (a) prior to the commencement of these By-laws, by or with the approval of the council; or
- (b) after the commencement of these By-laws, in accordance with these By-laws.

carriageway means a carriageway as defined in the *Traffic Act 1987*.

motor vehicle includes a motor car, motor carriage, motor cycle, motor lorry, motor omnibus, motor tractor or other vehicle propelled wholly or partly by a volatile spirit or by steam, gas, oil or electricity, a bicycle within the meaning of the *Traffic Act 1987*, an animal drawn vehicle and a caravan or trailer whether or not attached to any of them, but does not include a vehicle used on a railway.

municipality means the municipality of Tennant Creek.

park, garden or reserve means land, being a public place, which is vested in, leased to or under the care, control or management of the council and capable of being used as a park, garden recreation ground, oval, playing field or reserve.

permit means a permit granted under by-law 7 and includes a renewal and extension of a permit.

public place means any place within the municipality which is open to or used by the public.

road means a road as defined in the Act.

3 Application

These By-laws apply to all public places within the municipality.

4 Delegation

- (1) An officer or employee of the council may, if so determined by the council, exercise all or any of the following powers:
 - (a) sign, seal, or sign and seal, notices, orders and agreements which the council is entitled to issue, sign, seal, revoke or cancel;
 - (b) sign letters, receipts and other documents; and
 - (c) do or perform an act, deed or thing necessary, ancillary or incidental to the exercise of the functions of the council.
- (2) The council shall make a determination pursuant to clause (1) by resolution, and any such determination may be of a general nature or for a class or classes of cases or be with respect to a particular case.
- (3) A power or function delegated under this by-law when exercised or performed by the delegate, shall, for the purposes of these By-laws, be deemed to have been exercised or performed by the council.
- (4) A determination under this by-law does not prevent the exercise of a power or the performance of a function by the council.

5 Dispensations

The council may, at a meeting at which not less than two-thirds of the members are present, by resolution carried by a majority of members then in office, dispense with compliance by a person with any requirements under these By-laws or any part of them.

6 Clerk to keep register

The clerk shall cause to be kept a register of:

- (a) determinations made under by-law 4;
- (b) dispensations granted under by-law 5 or under the Act; and

Part II Permits

- (c) permits, consents and authorities granted by the council under these By-laws.

Part II Permits

7 Grant of permit

- (1) A person shall not, except in accordance with a permit granted by the council pursuant to this by-law:
 - (a) cause damage to a public place or any article or thing within a public place;
 - (b) conduct a public meeting, entertainment activity, game or organized recreation in a public place which, in the opinion of the council or an authorized person, is reasonably likely to interfere with, or prevent, the reasonable requirements of other members of the public for use of that place;
 - (c) obstruct a public place;
 - (d) graze animals in a public place; or
 - (e) carry out any activity for which a permit may be granted pursuant to these By-laws.
- (2) An application for the grant of a permit in accordance with these By-laws shall:
 - (a) be in such form as the council may require;
 - (b) describe the public place in respect of which the applicant seeks the permit;
 - (c) contain full details of the applicant and the use to which the applicant proposes to put the public place, the activity the applicant proposes to carry out and such other details as the council may require;
 - (d) be delivered to the council not less than 7 days prior to the date on which the applicant proposes to commence the activity for which the permit is sought; and
 - (e) be accompanied by the fee specified in the Schedule for the type of permit for which application is made.
- (3) On receipt of an application for a permit the council may grant or refuse to grant the permit.

Part II Permits

- (4) A permit shall be in such form as the council may determine and shall be:
 - (a) valid for the period; and
 - (b) subject to such conditions,as the council thinks fit and endorses on the permit.
- (5) It shall be a condition of a permit that the person to whom it is granted shall reinstate, to the satisfaction of the council, the public place in respect of damage caused in the carrying out of the work the subject of the permit.
- (6) A permit may be revoked by the council.
- (7) A person who:
 - (a) contravenes or fails to comply with this by-law or with a condition of a permit; or
 - (b) interferes with or in any way obstructs the use of a public place by a person holding a permit or using the public place in accordance with a permit,is guilty of an offence.

8 Action by council where work required to be done

- (1) Where the council requires work to be carried out by the owner or occupier of land which abuts on a public place, the council or an officer or employee of the council may, by notice in writing served on that owner or occupier, require that owner or occupier, at the expense of the owner or occupier, to execute such works and do such things:
 - (a) in or of such materials;
 - (b) within such periods; and
 - (c) in such manner,as may be specified in the notice.
- (2) Any work to be executed in pursuance of a notice given pursuant to clause (1) shall, if the council so requires, be executed only by persons qualified or licensed in respect of the work to be executed.
- (3) The council may carry out work required to be executed by or under the Act or these By-laws under any notice given in accordance with clause (1) on default by the person required to execute the work.

- (4) Without limiting the generality of the powers conferred upon the council, its officers and employees by clauses (1) and (2), the council may require the owner or occupier to pay, or enter into a bond for payment, to the council of such amount by way of deposit as the council thinks fit to provide security against costs which it may incur as a result of the execution of the work.
- (5) A person who fails to comply with a notice under clause (1) is guilty of an offence.
- (6) The council may, when serving a notice in accordance with clause (1), indicate that it will, if requested, carry out the works referred to in the notice at the expense of the person on whom the notice is served.

9 Non-compliance by owner or occupier

- (1) Without prejudice to any proceedings which a council may institute against the owner or occupier of land in respect of an offence, contravention or failing to comply with these By-laws, a condition of a permit, or a notice served under by-law 8, a council may, by notice in writing, require a person to comply with these By-laws.
- (2) Where the owner or occupier fails to comply with a notice referred to in clause (1), the council may carry out such work or take such action, and may recover the expense of so doing from the owner or occupier as a debt due and payable to the council.
- (3) Where it is a condition of a permit or notice that the applicant lodges with the council a deposit or bond and:
 - (a) the holder of the permit or notice contravenes or fails to comply with these By-laws or a condition of the permit or notice; and
 - (b) the council incurs expense in carrying out work or taking the action referred to in clause (2),

the council may apply the amount of the deposit or bond to defray those expenses and the balance, if any, shall be paid by the council to the holder of the permit or notice.

- (4) Where the amount of the deposit or bond is insufficient to defray the expenses referred to in clause (3) of this by-law, the council may recover the difference from the owner or occupier as a debt due and payable to the council.

Part III Crossings, &c.

10 Maintenance of objects, &c.

- (1) The holder of a permit who fails to maintain to the council's satisfaction each object, structure, sign or fence in respect of which a permit has been granted, is guilty of an offence.
- (2) The council may, if it is satisfied that a holder is not adequately maintaining an object, structure, sign or fence in respect of which a permit was granted, revoke the permit and by-law 9 shall apply accordingly.

11 Roads, &c., not to be obstructed

Nothing in these By-laws shall be construed so as to allow a person carrying out works in pursuance of a permit to cause unreasonable obstruction of a road, channel or drain, or any part of a public place, by the deposit of materials or construction of a building or structure or by any other means.

Part III Crossings, &c.

12 Vehicles to use constructed crossings only

A person shall not, otherwise than in accordance with a permit, drive or propel a motor vehicle over or across a footpath otherwise than at an approved crossing.

13 Application to construct crossing

- (1) The owner or occupier of land which abuts on a footpath may apply for a permit to construct a crossing from the land to a carriageway.
- (2) An application under clause (1) shall describe the situation of the land and the proposed position of the crossing, and shall be accompanied by such fee or charge as the council may by resolution determine and shall include:
 - (a) the specifications of the crossing; or
 - (b) a request that the council prepare specifications for the crossing and carry out the work.
- (3) The council may require the person carrying out the work of constructing a crossing to pay, or enter into a bond to pay, to the council such amount as it thinks fit to provide security against costs which it may incur as a result of the execution of the work.
- (4) A person shall not carry out any work of constructing a crossing before obtaining a permit for the proposed work.

Part III Crossings, &c.

- (5) For the purposes of by-law 12, no crossing hereafter constructed or commenced before a permit has been issued under this By-law shall be considered to have been constructed in accordance with these By-laws, notwithstanding that the work may be in conformity with the requirements of the council in relation to the construction of crossings.
- (6) If requested to do so under clause (2)(b), the council may carry out or cause to be carried out the work of constructing a crossing, and may make such charges, if any, as it thinks fit in relation to that work, and may recover those charges from the applicant as a debt due and payable to the council.

14 Council may require crossing to be made

The council may serve on the owner or occupier of land which abuts on a footpath a notice under by-law 8 requiring a crossing to be constructed or completed.

15 Alterations to crossing

Where, in the opinion of the council, a crossing, whether made before or after the commencement of these By-laws, is no longer adequate for the volume or nature of the traffic passing over it, the council may serve a notice under by-law 8 on the owner or occupier of the land to which the crossing leads from the carriageway.

16 Repair of crossing

Where, in the opinion of the council, a crossing, whether made before or after the commencement of these By-laws, is in a state of disrepair or appears to have been damaged as a result of a contravention of by-law 17 or 20, the council may serve a notice under by-law 8 on the owner or occupier of the land to which the crossing leads.

17 Heavy loads prohibited

- (1) A person shall not, otherwise than in accordance with a permit, drive a vehicle or cause or permit a vehicle to be driven across or to stand on or over a crossing, culvert, road kerb or bridge if the vehicle is so heavy or of such nature that it causes or is likely to cause damage to the paving of the crossing, culvert, road kerb or bridge.
- (2) The council may from time to time determine the maximum weight of a load to be carried over any bridge or culvert and may cause the maximum weight of a load so determined to be notified by notice conspicuously posted at or near each approach to such bridge or culvert.

Part III Crossings, &c.

- (3) A person shall not, unless by written permit of the council, drive, draw or carry, or cause to be driven, drawn or carried, over a bridge or culvert a weight greater than that stated in a notice under clause (2).

18 Removal of kerbing

- (1) Where an application is made for a permit to cross a road kerb, the council may cause the road kerb to be removed at the place indicated in the application or, if it does not approve the place indicated in the application, at a place approved by it.
- (2) At the conclusion of the building or other works referred to in the permit the council may cause the road kerb to be replaced.
- (3) A person who crosses a road kerb or who removes a road kerb otherwise than in accordance with a permit is guilty of an offence.

19 Certain works prohibited

Subject to any other law in force in the Territory, a person shall not, without a permit:

- (a) lay pipes, cables or conduits; or
- (b) erect, place or maintain a post, pillar, bridge, footway, fixture or structure,
in, over, abutting on or under a public place, or:
- (c) dig or remove, or cause to be dug or removed, turf, sand, clay, soil or other material from or from beneath a public place; or
- (d) place any matter or thing, whether or not it causes an obstruction, on a public place.

20 Excavations

- (1) A person shall not, without a permit, excavate a trench through or under a road or footpath.
- (2) A person shall not, without a permit, carry out excavation on land abutting a public place where that excavation:
- (a) encroaches or may encroach on the public place;
- (b) is:
- (i) more than 300 mm deep; and

Part IV Stallholders

- (ii) closer to the boundary of a public place than one metre;
or
- (c) is such that if the wall of the excavation were to collapse the excavation or the excavated material would encroach on the public place.

21 Damage to road surface

- (1) A person shall not, without a permit, use on a road having a metalled, gravelled, tarred or other prepared surface, a vehicle which has attached to its wheels chains, metal studs or other metal projection.
- (2) A person shall not use on a road a traction engine, tractor or steam wagon having wheels or tracks which have unprotected grooved ridges, indents, spikes or cross bars of a type likely to cause damage to the surface of the road.
- (3) A person shall not propel, drag or trail in contact with the surface of a road a sledge, timber or other heavy material or a conveyance or thing capable of damaging the road.
- (4) A person shall not spill or cause to be spilt within a public place motor oil or any like substance.

22 Closure of roads

- (1) The council may, by notice in a newspaper circulating in the municipality, temporarily close a road or a part of a road vested in it for the purposes of holding a procession, parade, display or public entertainment.
- (2) A closure under clause (1) shall not exceed 48 hours.
- (3) A person shall not without the permission of the clerk use a road whilst it is closed under clause (1).

Part IV Stallholders

23 Definitions

In this Part, unless the contrary intention appears:

goods includes food, displays, exhibitions, beverages, wares, merchandise, raffle tickets, tokens, badges, services and shares.

itinerant vendor means a person who travels either personally or by his servants or agents by any means of locomotion (whether by

Part IV Stallholders

air, land or water, and whether with or without a vehicle) from place to place or from house to house carrying or exposing goods for sale by retail but does not include a person who sells goods or exposes goods for sale only from a house, shop, room, store, tent or marquee or other premises.

packages includes boxes, baskets and packaging.

permit means a permit granted under by-law 25(1).

sell, in relation to goods, means offering or exposing goods for sale or hire or displaying or publishing an advertisement describing or promoting the sale of goods from a stall.

stall means a structure in or from which goods are offered for sale and includes a tent, motor vehicle, caravan, trailer or table.

stallholder means a person to whom a permit under by-law 25 has been granted.

24 Application for permit

- (1) A person shall not, except in accordance with a permit granted by the council under this Part, conduct business from a stall.
- (2) A person may make an application in writing to the council for a permit to conduct business from a stall.
- (3) An application under clause (2) shall include:
 - (a) the name and address of the applicant;
 - (b) the type of goods which the applicant intends to sell;
 - (c) the proposed location of the stall from which the applicant proposes to sell the goods;
 - (d) the period for which the permit is required; and
 - (e) such other particulars as the council may require.
- (4) An application under clause (1) shall be accompanied by such fee for:
 - (a) the application; and
 - (b) the period referred to in clause (3)(d),as specified in the Schedule.

25 Permits

- (1) The council may, on receipt of an application under by-law 24, grant or refuse to grant a permit.
- (2) A permit shall be in such form as the council, by resolution, determines and:
 - (a) shall be valid for a period not exceeding 12 months; and
 - (b) may be subject to such conditions, as the council thinks fit and endorses on the permit.
- (3) A permit shall be displayed by a stallholder in or on the stall whilst the person is selling goods from the stall.
- (4) A permit is not transferable.

26 Revocation of permit

- (1) Where:
 - (a) a stallholder:
 - (i) has been convicted of an indictable offence;
 - (ii) has contravened or failed to comply with these By-laws or a condition of the stallholder's permit;
 - (iii) is conducting business from a stall in such a manner as to cause a nuisance or annoyance to a person in the vicinity of the stall; or
 - (iv) purports to assign or transfer the stallholder's permit; or
 - (b) the business from the stall is being conducted by a person other than the stallholder,

the council may revoke the stallholder's permit.
- (2) Where the council revokes a permit under clause (1), it shall serve a notice of the revocation on the stallholder or on the person apparently in charge of the stall, and the revocation of the permit takes effect immediately on service of the notice.
- (3) A stallholder shall return the stallholder's permit to the clerk within 3 days after the service of the notice referred to in clause (2).

Part V Miscellaneous

27 Obligations of stallholder

- (1) A stallholder shall:
 - (a) comply with and not contravene these By-laws or the conditions of the stallholder's permit;
 - (b) comply with the reasonable directions of the council or an authorized person concerning the location and siting of the stallholder's stall;
 - (c) maintain the stallholder's stall in good order and condition to the satisfaction of the council or an authorized person;
 - (d) display the stallholder's name legibly and conspicuously on the stall; and
 - (e) keep the site of the stallholder's stall clean and free from garbage resulting from its operation.
- (2) A stallholder, in conducting business from a stall, shall not:
 - (a) sell goods on a day resolved by the council to be a prescribed day;
 - (b) call the stallholder's goods or cause to make a noise or disturbance likely to be a nuisance or cause annoyance to a person in the vicinity of the stall;
 - (c) deposit or store packages or goods except within the stallholder's stall;
 - (d) obstruct the passage of pedestrians or vehicles; or
 - (e) act in an offensive manner in the opinion of a person or an authorized person.

Part V Miscellaneous

28 Damage to trees, plants, &c.

- (1) A person shall not, without a permit, interfere with or damage a tree, plant, garden or grass strip in a public place or cause to be done anything whereby it may become damaged.

- (2) A person shall not ride, drive a motor vehicle or lead an animal in a public place in such a manner as to cause or permit it to cause damage to a public place, or any property of the council affixed to a public place or a tree, plant, garden or grass strip planted in a public place.

29 Planting, &c., of trees, &c.

- (1) Subject to clause (2)(a), a person shall not, without a permit:
- (a) plant a tree, shrub or plant; or
 - (b) cut, break, remove or disturb a tree, shrub, stem, branch or root of a living tree, shrub or plant,
- in a public place.
- (2) An application for a permit under clause (1) shall indicate the position where the applicant intends to:
- (a) plant the tree, shrub or plant; or
 - (b) cut, break, remove or disturb the tree, shrub or plant or part of it.

30 Overhanging trees and shrubs

- (1) The council may, where it considers that a tree or shrub growing on land is causing inconvenience or an obstruction to persons using a public street or footpath or is causing or likely to cause damage to an adjacent public place, serve a notice on the owner or occupier of the land to trim or remove the tree or shrub.
- (2) An owner or occupier of land who contravenes or fails to comply with a notice under clause (1) is guilty of an offence.

31 Encroachment on public place, &c.

A person shall not, without a permit, erect or place, or cause or permit to be erected or placed, a fence, rail, building, stair, steps, projection or other structure that encroaches on a public place.

32 Erecting or placing buildings and structures

- (1) A person shall not, without a permit, erect or place a building or structure, whether of a temporary or a permanent nature, on a public place.

Part V Miscellaneous

- (2) An application for a permit in relation to the erecting or placing of a building or structure under clause (1) shall:
 - (a) specify the purpose for which the building or structure will be used; and
 - (b) be accompanied by:
 - (i) plans and specifications of the building or structure; and
 - (ii) such other details as the council may require.

33 Washing, &c., of vehicles in public place

- (1) Subject to clause (2), a person shall not:
 - (a) wash a motor vehicle; or
 - (b) carry out repairs or maintenance work on a motor vehicle, on, along, in or across a public place, except where the public place has been set aside by the council for the purpose and notified as such by a sign erected or posted to that effect.

Penalty: \$100.
- (2) Clause (1)(b) does not apply to carrying out a repair for the purpose of immediately removing a motor vehicle from a public place.

34 Deposit of offensive matter

- (1) A person shall not:
 - (a) deposit, or permit the deposit of, waste food, peelings, fruit or other vegetable matter;
 - (b) throw, deposit or discharge an offensive or unwholesome matter or fluid; or
 - (c) deposit, or permit the deposit of, garbage or other refuse, on a public place or other land under the control of the council, except where it is placed in a container for collection by the council.
- (2) A person shall not spit in a public place.
- (3) A person shall not deposit or discharge, or cause to be deposited or discharged, water or waste matter in a place where it is likely to flow or discharge on or into a public place.

35 Stacking, &c., of goods on public place

Subject to Part IV, a person shall not stack, store, or expose, or permit the stacking, storing or exposing, whether or not for sale, of goods or merchandise in, on or over a public place or outside a building adjoining a public place.

36 Safety lights

A person who causes:

- (a) a material or a structure to be deposited or laid on a road; or
- (b) work to be carried out entailing the opening or breaking up of the surface of a road,

whether or not authorized by the council, shall, at the person's expense, cause:

- (c) lights of a type and colour and in such number as the council considers sufficient for the purpose to be placed and retained near the material, structure or work;
- (d) the lights referred to in paragraph (c) to be illuminated from sunset to sunrise; and
- (e) the materials, structure or work to be fenced and enclosed to prevent damage or inconvenience to other persons,

until the material or structure is removed or the road is restored.

37 Musical instruments

A person shall not, without a permit, on a public place or other land under the control of the council:

- (a) ring a bell or use a musical instrument or any means of amplification or public address for the purpose of announcing an auction, public performance, sale, meeting or similar gathering; or
- (b) use or permit to be used a musical instrument.

Penalty: \$100.

38 Undue noise

A person who, by any means, causes undue noise which causes distress or annoyance to a person by reason of its level or character, or the time at which it is made, is guilty of an offence.

39 Handbills

A person shall not, without a permit:

- (a) give out, put or distribute to a person or throw, place, drop or otherwise deposit a handbill;
- (b) affix or cause to be affixed a poster, placard or similar thing; or
- (c) write on, deface or mark a pavement with writing or pictorial representation;

in or on a public place.

Penalty: \$100.

40 Bill sticking

- (1) A person shall not, without a permit and the consent of the owner or occupier of land adjoining a road or public place, affix or cause to be affixed a poster, bill or other paper to or against a building on that land.
- (2) A person shall not, without a permit, affix or cause to be affixed a poster, bill or other paper to or against a power pole or sign post.
- (3) Where a person has in accordance with a permit affixed a poster, bill or paper, the person shall:
 - (a) ensure that it is preserved in a clean and tidy state;
 - (b) remove it if it becomes worn, torn or detached; and
 - (c) where the poster, bill or paper relates to a specific event or events, remove the poster, bill or paper and clean the area of waste paper and refuse within 7 days of the event, or the last event, as the case may be.
- (4) Where an authorized person is of the opinion that a poster, bill or other paper which has been affixed to or against a building is dirty, untidy, worn, torn or detached, the authorized person may give notice to the owner or occupier of the building, requiring that such remedial action as is set out in the notice be taken within the time specified in the notice.
- (5) A person shall not fail to comply with a notice issued under clause (4).

41 Advertising hoardings

A person who is the owner or occupier of land adjoining or in view of a public place shall not, without a permit:

- (a) erect or permit to be erected; or
- (b) permit the use of,

a building or structure on that land for placing thereon a placard, sign or advertisement.

42 Advertisements on buildings

A person shall not, without a permit, affix, paint, carve or engrave, or permit to remain affixed, painted, carved or engraved, on a building or structure or their appurtenances on, over or in view of a public place or land under the care or control of the council a placard, sign, advertisement or fixture unless it relates to the trade, business or profession of a person then being carried on, conducted or practised within the building or structure.

43 Signboards, &c.

- (1) Subject to clause (2), a person shall not, without a permit, affix, place, hang or suspend in or over a public place or land under the care or control of the council a signboard, signpost, placard, showbill, showboard, flag, notice or writing.
- (2) A signboard, signpost, placard, showbill, showboard, flag, notice or writing referred to in clause (1) shall be constructed and maintained in a condition of security, rigidity and in good repair to the satisfaction of the council.
- (3) Where an authorized person is of the opinion that a signboard, signpost, placard, showbill, showboard, flag, notice or writing is not maintained in a condition of security, rigidity or good repair, the authorized person may give notice to the owner or occupier of the land or building on which the signboard, signpost, placard, showbill, showboard, flag, notice or writing is situated, requiring that such remedial action as is specified in the notice be taken within the time specified in the notice.

44 Plan of numbering

- (1) The council may adopt a plan or system of numbering areas of land on a road and may, in accordance with that plan or system of numbering:
 - (a) affix a number on a house or building or a front gate or fence on land adjoining a road or such designated part of the road as is adopted in its plan or system; or
 - (b) by notice in writing, require the owner or occupier of land adjoining a road included in the plan or system of numbering to affix, in accordance with the terms of the notice, a number on a house or building or a front gate or fence on the land or such designated part of the road as is adopted in its plan or system.
- (2) The council may, from time to time, alter the plan or system of numbering referred to in clause (1) and may:
 - (a) replace the number affixed under that clause with a new number; or
 - (b) by notice in writing, require the owner or occupier of land adjoining a road to affix, in accordance with the terms of the notice, a new number on a house or building, or a front gate or fence on the land or such designated part of the road as is adopted in its plan or system.
- (3) A person who has affixed a number under clause (1) and who is required to replace or affix a number in accordance with clause (2) may obtain the number free of charge from the council.
- (4) An owner or occupier of land shall, within 7 days after the date specified in a notice served on that person by the council under clause (1)(b) or (2)(b), affix the number specified in the notice.
- (5) Where an owner or occupier of land fails within the time specified in clause (4) to affix a number, the council may, in accordance with section 116 of the Act, enter the land in respect of which a notice has been served under this by-law and affix the required number, and the expense of so doing may be recovered from the person on whom the notice was served as a debt due and payable to the council.

45 Fireworks, &c.

- (1) A person shall not throw, cast, let off, ignite, explode or fire a firework of any type in, on or over a public place or make or assist in making a bonfire on a public place, or set off a fire, balloon or

Part V Miscellaneous

rocket otherwise than in accordance with a permit issued by the Chief Inspector pursuant to the *Dangerous Goods Regulations 1995*.

- (2) A person who fails to comply with or contravenes this by-law is guilty of an offence.

46 General offences

- (1) A person shall not drive or propel a motor vehicle onto or over a park, garden or reserve.
- (2) A person shall not light or maintain a fire in a public place otherwise than in a designated fireplace or in accordance with a permit.
- (3) A person shall not interfere with, damage, deface or destroy any building, structure, fixture, equipment, plant or facility situated in or on a public place.
- (4) A person shall not, without a permit, pick, pluck or take a bud, flower or other part of a tree or shrub in a public place.
- (5) A person shall not wilfully injure or kill an animal or bird or act in a manner intended or reasonably likely to result in injury or death to an animal or bird in a public place.
- (6) A person shall not, without a permit, graze or allow to graze in a public place an animal of which the person is the owner or lessee.
- (7) A person shall not swim or bathe in waters within a public place or reserve otherwise than in accordance with a permit or with signs erected or posted by the council advising that the waters are a designated swimming area.
- (8) A person shall not urinate or defecate in a public place except in toilets provided for that purpose.

47 Camping and sleeping in public places

- (1) A person shall not:
- (a) camp;
 - (b) sleep, including in a motor vehicle or tent; or
 - (c) park a motor vehicle or erect a tent for the purpose of camping or sleeping,
- in a public place otherwise than:
- (d) in a caravan park or camping area; or

Part V Miscellaneous

(e) in accordance with a permit

(1A) For the purposes of this by-law, land is taken to be a caravan park or camping area (as the case may be) if:

(a) the land is used for parking of caravans or the erection of tents for the purpose of providing accommodation to members of the public; and

(b) the owner or occupier of the land receives payment from another person as consideration for permitting the person to park or live in a caravan or to erect or live in a tent on the land.

(2) An authorized person may require a person who:

(a) is camping or sleeping; or

(b) has parked a motor vehicle or erected a tent,

in contravention of clause (1) to do one or both of the following:

(i) leave the public place; or

(ii) remove the motor vehicle or tent to a place specified by the authorised person.

(3) A person shall forthwith comply with any requirement of an authorized person under clause (2).

(4) An authorised person may, where a person cannot be found within a reasonable time or where a person does not comply with a requirement under clause (2), obtain the assistance of a member of the Police Force to remove the motor vehicle or tent.

48 Removal of persons from park, garden or reserve

(1) The council may remove or cause to be removed by an authorized person from a park, garden or reserve a person who commits a breach of these By-laws and may, by notice in writing served on that person, refuse that person entry to a park, garden or reserve for a period, not exceeding 6 months, specified in the notice.

(2) A person on whom a notice under clause (1) has been served shall not enter a park, garden or reserve in contravention of the notice.

49 General penalty

(1) A person who contravenes or fails to comply with a condition of a permit is guilty of an offence.

Part V Miscellaneous

- (2) A person who contravenes or fails to comply with these By-laws, a permit granted pursuant to these By-laws or a direction lawfully given pursuant to these By-laws by the council or an authorized person, is guilty of an offence and where no penalty is provided, is liable on conviction to a fine not exceeding \$200 and \$20 for each day during which the offence continues.
- (3) A person who is alleged to have infringed these By-laws and on whom a notice of infringement referred to in clause (5) is served may pay to the council in accordance with this by-law, the fixed penalty specified in clause (4) in lieu of the penalty by which the infringement of these By-laws is otherwise punishable.
- (4) For the purpose of this by-law:
 - (a) the fixed penalty is \$50;
 - (b) the form of the notice of infringement shall be as specified in clause (5);
 - (c) a notice of infringement may be issued by an authorised officer or the clerk in accordance with clause (6);
 - (d) payment of a fixed penalty may be made to the clerk or a person authorised in writing by the clerk; and
 - (e) payment of a fixed penalty shall be made not later than 14 days after the date on which the notice is given in order to avoid prosecution.
- (5) A notice of infringement referred to in clause (3) shall:
 - (a) be identified by a serial number;
 - (b) be addressed to the person who is alleged to have infringed these By-laws;
 - (c) state in general terms the nature of the offence alleged to have been committed;
 - (d) state the date, time and place of the alleged offence;
 - (e) state in general terms that the person to whom it is addressed may elect not to be dealt with in the manner prescribed in subclause (f) but may have the alleged offence prosecuted in the Local Court where the person:
 - (i) desires to contest the question whether the offence alleged was in fact committed;

Part V Miscellaneous

- (ii) desires to submit to the court any matter in mitigation of penalty; or
 - (iii) elects for any other reason to have the offence prosecuted in the court; and
- (f) state in general terms that the person to whom it is addressed may, if the person does not elect to have the offence prosecuted in the Local Court:
- (i) complete the form attached to or written on the notice; and
 - (ii) on or before such date, being a date not less than 14 days after the date on which the notice is given and within such hours as are specified in the notice, deliver or cause it to be delivered to the clerk or an officer specified in the notice as a person authorized by the clerk to receive the form and sums by way of penalty together with the sum of \$50.

(6) Where an authorized person informs the clerk that:

- (a) an offence has been committed against these By-laws; and
- (b) no notice has been served on the person who, it is alleged, has infringed these By-laws,

the clerk may serve on that person a notice of infringement in accordance with clause (5).

(7) Where:

- (a) in relation to an offence, a notice of infringement has been served under clause (5) or (6); and
- (b) payment of the sum of money by way of penalty and additional sum under subclause 5(f)(ii) specified in that notice has not been made in accordance with that notice,

the prosecution for the offence may be commenced against the person alleged to have committed the offence.

(8) The signature of the clerk shall be judicially noticed for the purpose of a prosecution for an offence.

50 By-laws, resolutions, &c., to be construed subject to power

- (1) These By-laws shall be read and construed subject to the *Local Government Act 2019* and so as not to exceed the powers of the

Part V Miscellaneous

council, to the intent that where a by-law would, but for this by-law, have been construed as being in excess of that power it shall nevertheless be a valid by-law to the extent to which it is not in excess of that power.

- (2) Where a resolution or motion is passed or determined purportedly in pursuance of these By-laws, the resolution, motion or determination shall be read and construed subject to the *Local Government Act 2019* to the intent that where it would, but for this by-law, have been construed as being in excess of authority, it shall nevertheless be a valid resolution, motion or determination to the extent to which it is not in excess of authority.

Schedule Fee

Schedule Fees

Permit	Fee
An application for a permit referred to in by-law 24	\$5
Granting a permit under by-law 25	As resolved by council
A permit referred to in by-law 41 or 42	\$35
A permit referred to in by-law 43	\$40, or \$30 per square metre or part of a square metre of the signboard, signpost, placard, flag, notice or writing, whichever is the greater amount
A permit referred to in by-law 7(1), 20, 32 or 46(6)	\$25
Any other permit referred to in these By-laws	\$5

ENDNOTES

ENDNOTES

1 KEY

Key to abbreviations

amd = amended	od = order
app = appendix	om = omitted
bl = by-law	pt = Part
ch = Chapter	r = regulation/rule
cl = clause	rem = remainder
div = Division	renum = renumbered
exp = expires/expired	rep = repealed
f = forms	s = section
Gaz = Gazette	sch = Schedule
hdg = heading	sdiv = Subdivision
ins = inserted	SL = Subordinate Legislation
lt = long title	sub = substituted
nc = not commenced	

2 LIST OF LEGISLATION

Tennant Creek (Control of Public Places) By-laws (SL No. 18, 1989)

Notified	9 August 1989
Commenced	9 August 1989

Statute Law Revision Act 2003 (Act No. 12, 2003)

Assent date	18 March 2003
Commenced	18 March 2003

Local Government (Consequential Amendments) Act 2008 (Act No. 28, 2008)

Assent date	14 November 2008
Commenced	1 July 2008 (s 2)

Local Court (Related Amendments) Act 2016 (Act No. 8, 2016)

Assent date	6 April 2016
Commenced	1 May 2016 (s 2, s 2 <i>Local Court (Repeals and Related Amendments) Act 2016</i> (Act No. 9, 2016) and Gaz S34, 29 April 2016)

Local Government Act 2019 (Act No. 39, 2019)

Assent date	13 December 2019
Commenced	pt 8.6: 1 July 2022; rem: 1 July 2021 (Gaz S27, 30 June 2021)

Amending Legislation

Statute Law Revision Act 2020 (Act No. 26, 2020)

Assent date	19 November 2020
Commenced	20 November 2020 (s 2)

Local Government Amendment Act 2021 (Act No. 15, 2021)

Assent date	25 May 2021
Commenced	26 May 2021 (s 2)

ENDNOTES

3 GENERAL AMENDMENTS

General amendments of a formal nature (which are not referred to in the table of amendments to this reprint) are made by the *Interpretation Legislation Amendment Act 2018* (Act No. 22 of 2018) to: bl 1, 2, 45 and 50.

4 LIST OF AMENDMENTS

bl 26	amd Act No. 8, 2016, s 45
bl 44	amd Act No. 28, 2008, s 4
bl 47	amd Act No. 12, 2003, s 17
bl 49	amd Act No. 8, 2016, s 45
bl 50	amd Act No. 39, 2019, s 370

NORTHERN TERRITORY OF AUSTRALIA

TENNANT CREEK (GARBAGE) BY-LAWS 1989

As in force at 1 July 2008

Table of provisions

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NORTHERN TERRITORY OF AUSTRALIA

As in force at 1 July 2008

TENNANT CREEK (GARBAGE) BY-LAWS 1989

By-laws under the *Local Government Act 2008*

Part 1 Preliminary

1 Short title

These By-laws may be cited as the *Tennant Creek (Garbage) By-laws 1989*.

2 Definitions

In these By-laws, unless the contrary intention appears:

animal includes cattle, buffaloes, horses, donkeys, asses, mules, sheep, goats, pigs, camels, dogs, cats, birds, poultry, fish and reptiles.

garbage includes refuse, rubbish and waste matter.

premises includes a dwelling-house, flat, home, unit, duplex, caravan, camp, tent, hostel, boarding-house, office, shop, factory, depot, workshop, mill slaughter house, warehouse, hotel, restaurant, eating-house and any land, building or establishment, whether the same is used for business, trade or residential purposes and, where a building is let or occupied in more than one separate unit, each separate unit, where it is let to or occupied by a separate person, shall be separate premises.

3 Clerk to keep register

The clerk shall cause a register to be kept of licences granted under by-law 8(3).

Part II Garbage services

4 Occupier to provide garbage receptacle

- (1) An occupier of premises shall:
- (a) keep on the premises one garbage receptacle of a type that the council has, subject to clause (3), approved by resolution;
 - (b) maintain the garbage receptacle in good order and condition and not cause or permit the garbage receptacle to attract or harbour insects or vermin, to become unsightly or cause an offensive odour or otherwise to become or cause a danger to public health or to interfere with or affect the comfort of persons occupying, using or passing through or along neighbouring premises or public places;
 - (c) ensure that the lid of the garbage receptacle is at all times kept closely fitted, except where the garbage lid is removed for the purpose of placing garbage into, or taking it out of, the receptacle;
 - (d) subject to clause (2), ensure that garbage produced on the premises is deposited in the garbage receptacle;
 - (e) cause all wet garbage to be effectively wrapped before it is placed in the garbage receptacle;
 - (f) indelibly mark or paint on the lid and on the body of the garbage receptacle the street number and name of the premises, or the lot number of the land;
 - (g) on the day or days and at the time notified by the Council in a newspaper circulating in the municipality, cause the garbage receptacle on the premises to be placed on the footpath outside the premises in such a position as to enable the garbage collector access to it, and shall replace, or cause it to be replaced, on the premises as soon as possible after the contents have been removed; and
 - (h) cause the garbage receptacle to be thoroughly cleansed with antiseptic not less than once in each 4 week period.
- (2) Clause (1)(d) does not prevent the lawful destruction by fire of garbage capable of being so destroyed.
- (3) The council must not approve a type of garbage receptacle for the purposes of clause (1)(a) unless the receptacle:
- (a) has a capacity of not more than 240 litres;

Part III Garbage dumps

- (b) is impervious to moisture and vermin; and
- (c) is fitted with wheels and handles.

5 Interference with garbage receptacles

A person shall not touch, use, remove, mark, damage or otherwise interfere with a garbage receptacle on premises or a footpath unless the person is:

- (a) the occupier of the premises for which the garbage receptacle is provided, or that person's servant or agent;
- (b) a servant or agent of the council acting within the scope of that person's duties; or
- (c) a garbage contractor of the council or a servant or agent of such a garbage contractor acting in the due performance of the contract.

6 Garbage receptacles to be returned

A person engaged in the removal or collection of garbage on behalf of the council shall, after emptying the contents of a garbage receptacle, replace it and its lid approximately in the location where it was placed by the occupier under by-law 4(1)(g) above.

Part III Garbage dumps

7 Council may establish garbage dumps

- (1) The council may establish a garbage dump for the deposit of garbage on land owned by, vested in or under the control of the council.
- (2) The council may make arrangements or enter into contracts with the owners or occupiers of private land for the establishment of a garbage dump or the depositing of garbage on that land.
- (3) The council may enter into arrangements with another council for the establishment and operation of garbage dumps.
- (4) Where a garbage dump has been established under clause (1), (2) or (3), the council shall be resolution determine:
 - (a) the limits of the garbage dump;
 - (b) the hours during which and the days on which the garbage dump shall be open for the depositing of garbage;

Part III Garbage dumps

- (c) the class or classes of garbage which may be deposited on or removed from the garbage dump; and
 - (d) the manner in which garbage may be deposited on or removed from the dump.
- (5) Where a garbage dump is established under this by-law, the council shall cause notice of the establishment to be published in a newspaper circulating in the municipality.

8 Garbage not to be dumped without a licence

- (1) Where the council has notified that a person, or a class or classes of persons, shall obtain a licence for the depositing or removal of garbage on or from a garbage dump, such person shall not deposit garbage on or remove garbage from the garbage dump without being the holder of a licence.
- (2) A person may apply in writing to the council for a licence to deposit garbage on or remove garbage from a garbage dump, and the council may grant or refuse the application.
- (3) Where the council approves an application under clause (2), it may, on payment by the applicant of such a fee as the council may resolve, grant a licence authorizing a person to use a garbage dump.
- (4) A licence granted under clause (3) may be subject to such conditions as the council thinks fit and endorses on the licence.

9 Offences with respect to garbage dumps

- (1) A person shall not deposit garbage on a garbage dump:
- (a) other than during the hours and on the days specified under by-law 7(4)(b);
 - (b) unless such garbage is of the class or classes specified by the council; or
 - (c) other than in the manner specified by the council under by-law 7(4)(d).
- (2) A person shall not:
- (a) enter or remain on a garbage dump except for the purpose of depositing garbage, unless that person is:
 - (i) an employee or agent of the council acting within the course of his or her duties;

Part IV Removal and destruction of animals

- (ii) a contractor of the council or an employee or agent of such a contractor in the due performance of the contract; or
- (iii) the holder of a licence granted under by-law 8(3);
- (b) remove garbage from a garbage dump without a licence granted under by-law 8(3);
- (c) contravene or fail to comply with a condition to which a licence is subject under by-law 8(4);
- (d) contravene or fail to comply with the directions of a person authorized by the council to give directions in relation to the operation of a garbage dump; or
- (e) act in a disorderly or offensive manner on a garbage dump.

Penalty: \$500.

Part IV Removal and destruction of animals

10 Animals at large

An authorized person may, by notice in writing, require the owner of:

- (a) a diseased or injured animal in a public place; or
- (b) an animal which is at large in a public place and which, if left at large, is likely to be a danger to the safety of members of the public,

immediately either to destroy, remove or otherwise dispose of the animal.

11 Dead animals on premises

- (1) Where the carcass of a dead animal is upon premises, the occupier or, where there is no occupier, the owner of the premises shall cause the carcass to be buried or destroyed.
- (2) An authorized person who has reason to believe that the carcass of a dead animal is upon premises may, in accordance with section 116 of the Act, enter the premises for the purpose of making an inspection of the premises to ascertain whether there is such a carcass on the premises.

Part V Miscellaneous

- (3) Where an authorized person who has made an inspection referred to in clause (2) finds the carcass of a dead animal upon the premises, he or she shall, as soon as practicable after the inspection, serve on the occupier or, where there is no occupier, the owner of the premises a notice in writing directing the occupier or the owner, as the case may be, within the period specified in the notice, to bury or destroy, or cause to be buried or destroyed, that carcass, and the occupier or owner upon whom that notice is served shall, accordingly, comply with that notice within the period specified in that notice.
- (4) Where the occupier or owner of premises upon whom a notice under clause (3) has been served has not complied with the notice within the period specified in the notice, an authorized person may, with such agents or workmen as the authorised person thinks fit for the purpose, enter the premises and remove, bury or destroy, or cause to be removed, buried or destroyed, the carcass of the dead animal to which that notice relates.

Part V Miscellaneous

12 Offences and penalties

- (1) Where a matter or thing is by these By-laws directed or prohibited to be done, or where an authority is given by these By-laws to the council or to a person or persons to direct a matter or thing to be done, and such matter or things so directed to be done remains undone or such matter or thing forbidden to be done is done, a person offending against such direction or prohibition shall be guilty of an offence.
- (2) A person guilty of an offence referred to in clause (1) shall, for each such offence, be liable to a penalty not exceeding \$500 and, in addition, to a penalty not exceeding \$50 for each day during which that offence continues.

13 Recovery of expenses

In addition to a penalty imposed in respect of a breach of these By-laws, an expense incurred by the council in consequence of the breach, or in the execution of work required by these By-laws to be executed by a person and not executed by him or her, shall be recovered from the person committing the breach or failing to execute the work as a debt due and payable by that person to the council.

ENDNOTES

ENDNOTES

1 KEY

Key to abbreviations

amd = amended
app = appendix
bl = by-law
ch = Chapter
cl = clause
div = Division
exp = expires/expired
f = forms
Gaz = Gazette
hdg = heading
ins = inserted
lt = long title
nc = not commenced

od = order
om = omitted
pt = Part
r = regulation/rule
rem = remainder
renum = renumbered
rep = repealed
s = section
sch = Schedule
sdiv = Subdivision
SL = Subordinate Legislation
sub = substituted

2 LIST OF LEGISLATION

Tennant Creek (Garbage) By-laws (SL No. 19, 1989)

Notified 9 August 1989
Commenced 9 August 1989

Amendment of Tennant Creek (Garbage) By-laws (SL No. 6, 1999)

Notified 10 March 1999
Commenced 10 March 1999

Local Government (Consequential Amendments) Act 2008 (Act No. 28, 2008)

Assent date 14 November 2008
Commenced 1 July 2008 (s 2)

3 GENERAL AMENDMENTS

General amendments of a formal nature (which are not referred to in the table of amendments to this reprint) are made by the *Interpretation Legislation Amendment Act 2018* (Act No. 22 of 2018) to: bl 1.

4 LIST OF AMENDMENTS

bl 4 amd No. 6, 1999
bl 11 amd Act No. 28, 2008, s 4

NORTHERN TERRITORY OF AUSTRALIA

TENNANT CREEK (MEETINGS AND PROCEDURES) BY-LAWS 1989

As in force at 1 July 2021

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NORTHERN TERRITORY OF AUSTRALIA

As in force at 1 July 2021

TENNANT CREEK (MEETINGS AND PROCEDURES) BY-LAWS 1989

By-laws under the *Local Government Act 2019*

Part I Preliminary

1 Short title

These By-laws may be cited as the *Tennant Creek (Meetings and Procedures) By-laws 1989*.

Part II Meetings of council

Division 1 Business

3 Ordinary meetings

An ordinary meeting shall be held on the day and at the time in each month as the council from time to time determines by resolution.

4 Order of business

- (1) Subject to these By-laws, the order of business at an ordinary meeting shall be as the council from time to time determines by resolution.
- (2) Notwithstanding a determination under clause (1), the order of business at an ordinary meeting may be altered for a particular meeting where a majority of members at that meeting pass a motion to that effect.
- (3) A motion under clause (2) may be moved without notice.

5 Business paper

- (1) The clerk shall, as soon as practicable before each meeting of the council, or within such time as the council determines by resolution, prepare or have prepared a business paper.

- (2) Copies of the business paper prepared under clause (1) shall be made available to the public at the council office and at such other places as the council by resolution determines, as soon as practicable before the meeting or at such times as the council determines by resolution.
- (3) A business paper prepared under clause (1) shall specify the business:
 - (a) arising out of a previous meeting of the council;
 - (b) which the mayor may wish to have considered at the meeting without notice; and
 - (c) of which notice, in accordance with by-law 7, is given.

6 Notice of business to be given

- (1) Subject to these by-laws, a matter shall not be considered at a meeting of the council unless notice in accordance with this by-law is given to the members within such time before the meeting as the council from time to time by resolution determines.
- (2) A notice under this by-law shall be in writing and signed by the member who wishes the matter to be considered.
- (3) A notice under this by-law may be given to a member by serving it on the member personally or by posting it to the member at the address for service which that member has provided to the clerk under section 65(2) of the Act.

7 Consideration of matter without notice

Notwithstanding by-law 7, a matter for which notice under that by-law has not been given may be considered at an ordinary meeting where a motion is passed by the majority of members at the meeting permitting it to be considered.

8 Official minute

The mayor may introduce a matter for consideration at an ordinary meeting by a personally signed minute, and that matter takes precedence over all other matters for consideration at the meeting and may be adopted by motion put by the mayor.

9 Petitions

- (1) A petition may be presented to a meeting of the council by a member who, before presenting the petition, shall, as far as practicable, be acquainted with the subject matter of the petition.

- (2) A member on presenting a petition to a meeting of the council shall:
 - (a) state the nature and prayer of the petition; and
 - (b) read the petition.
- (3) A petition shall not be presented to a meeting of the council unless it is worded in respectful language.
- (4) Where, under this by-law, a member presents a petition to a meeting of the council, no debate on or in relation to it shall be allowed and the only motion which may be moved is that the petition be received and
 - (a) consideration stand as an order of the day for the meeting or for a future meeting; or
 - (b) be referred to a committee or officer for consideration and a report to the council.

10 Deputation

- (1) For the purpose of this by-law, a deputation means a group of persons consisting of not less than 2 persons.
- (2) A deputation wishing to attend and be heard at a meeting of the council shall, not less than 7 clear days before the meeting, apply in writing to the clerk.
- (3) The clerk, on receiving an application under clause (2), shall notify the mayor of the application and the mayor shall determine whether the deputation may be heard and shall notify the clerk accordingly.
- (4) Where the clerk is notified by the mayor under clause (3), the clerk shall:
 - (a) inform the deputation of the determination of the mayor; and
 - (b) where the mayor has determined that the council is to hear the deputation, arrange a convenient time for the deputation to be heard at a meeting of the council.
- (5) Unless a majority of the members at the meeting of the council by resolution otherwise determine, only one person in the deputation may be heard at the meeting.
- (6) A person in a deputation at a meeting of the council shall be temperate in speech and manner, and shall not use insulting or offensive language.

- (7) Subject to clauses (8) and (9), a deputation attending at a meeting of the council in accordance with this by-law shall be given adequate opportunity and facility to explain the purpose of the deputation.
- (8) Notwithstanding clause (7), a council may, by resolution either in advance of or during its hearing of a deputation, determine the period of time for which the deputation shall be heard.
- (9) Notwithstanding clause (7), the mayor may terminate an address by a person in a deputation at any time where the mayor is satisfied that the purpose of the deputation has been sufficiently explained to the members at the meeting.

Division 2 Motions

11 Motions

A motion brought before a meeting of the council in accordance with the Act or these By-laws shall be received and put to the meeting by the mayor.

12 Unopposed notices of motion

At a meeting of the council the mayor may call over the notices of motion in the order in which they appear on the business paper, and where no objection is taken to a motion being taken as a formal motion the mayor may, without discussion, put the motion to the vote.

13 Motions not to be withdrawn

Except with the consent of a majority of the members at a meeting of the council, a motion may not be withdrawn after being placed on the business paper prepared for that meeting.

14 Absence of mover of motion

Where a member who has given notice of a motion under by-law 7 is absent from the meeting of the council at which the motion is to be considered, the motion may be:

- (a) moved by another member at the meeting; or
- (b) deferred to the next ordinary meeting.

15 Motion to be seconded

- (1) Subject to clause (2) and to by-law 20, a motion or an amendment to a motion shall not be debated at a meeting of the council unless or until the motion or the amendment, as the case may be, is seconded.
- (2) Notwithstanding clause (1), a member who moves a motion or an amendment to a motion may speak in support of that motion or that amendment, as the case may be, before it is seconded.

16 Amendment to motion

Not more than one question and one proposed amendment to the question may be put to a meeting of the council at any one time.

17 Motion of dissent

- (1) A member at a meeting of the council may, without notice, move a motion of dissent in relation to a ruling by the mayor on a point or order.
- (2) Where, under clause (1), a motion is moved further consideration of the matter in relation to which the ruling of the mayor was made shall be suspended until after that motion is put.
- (3) Where a motion moved under clause (1) is carried, the matter in relation to which the ruling of the mayor was made shall:
 - (a) proceed as though that ruling had not been made; or
 - (b) where as a result of that ruling the matter was discharged as out of order, be restored to the business paper and dealt with in the normal course of business.

18 Rescinding or altering resolutions

- (1) A resolution of the council passed at a meeting may not be altered or rescinded unless a notice of motion to alter or rescind the resolution is given in accordance with this by-law.
- (2) A notice of motion referred to in clause (1) shall:
 - (a) not be valid if the resolution to which it refers has already been implemented;
 - (b) be in writing and signed by the member proposing the motion;
 - (c) have the name of the seconder of the motion endorsed on it; and

- (d) be given to the clerk not less than 7 days before the meeting of the council at which the motion is to be put.
- (3) Where at a meeting of the council a notice of motion to rescind a resolution of the council is given in respect of a resolution passed at that meeting, the resolution shall not be carried into effect until after the motion is put and lost.
- (4) Where a motion, of which notice under clause (1) is given, is lost, a motion to the same or like effect may not be moved until after the expiration of 3 months after the date on which the first-mentioned motion was lost.
- (5) This by-law does not apply to a motion referred to in by-laws 18 or 20.

19 Procedural motions

- (1) Subject to this by-law, a member at a meeting of the council may, during the debate of a matter at the meeting, move, as a procedural motion that:
 - (a) the question be put;
 - (b) the debate be adjourned;
 - (c) the meeting proceed to the next item of business;
 - (d) the meeting stands adjourned;
 - (e) the meeting be closed; or
 - (f) the question lie on the table.
- (2) A procedural motion may be moved under clause (1) at the conclusion of a speaker's time, and the mayor shall, on the motion being moved, immediately put the motion without permitting debate on, or the need for a seconder of, the motion.
- (3) Where a procedural motion moved under clause (1) is lost, the member who moved the motion may not, until after the expiration of a period of 30 minutes after that motion was put, move another motion under clause (1).
- (4) Where a procedural motion moved under clause (1), that the meeting stands adjourned, is lost, the business of the meeting shall continue and the same procedural motion may not be moved by any member until after the expiration of 30 minutes after that motion was put.

- (5) The procedural motion, that the question be put, may be moved under clause (1), where:
 - (a) no other member at the meeting wishes to speak to the motion before the meeting or any amendment to it; or
 - (b) not less than 2 members at the meeting have spoken for and not less than 2 members have spoken against the motion before the meeting or any amendment to it and the procedural motion is moved by a member who has not spoken in the debate of the motion before the meeting or any amendment to it.
- (6) Where a motion put under clause (5) is:
 - (a) carried, the mayor shall immediately put the question to the motion or the amendment to it, as the case may be; or
 - (b) lost, the debate on the motion or the amendment to it, as the case may be, shall continue.

Division 3 Questions and discussions

20 Questions

- (1) Subject to this by-law, a member may at a meeting of the council ask a question for reply by another member or an officer.
- (2) Such notice of a question under clause (1), as the mayor determines, shall be given to the member or officer to whom it is directed to permit consideration of a reply and, if necessary, reference to other persons or documents.
- (3) A question under clause (1) shall be asked categorically and without argument and no discussion shall be permitted at the meeting of the council in relation to a reply or a refusal to reply to the question.

21 Mayor to take precedence

The mayor may, at any time during the debate of a matter at a meeting of the council, indicate an intention to speak and, on so doing, a member speaking or proposing to speak to the debate shall cease speaking and remain silent, or refrain from speaking, as the case may be, until the mayor has been heard.

22 Mode of addressing members and officers

A member shall, at all times during a meeting of the council, address and refer to another member or an officer by his official title or designation.

23 Limitation in relation to number of speeches

- (1) Subject to this by-law, a member who moves a motion shall have a right:
 - (a) to speak on any amendment proposed to the motion; and
 - (b) of general reply to the motion and any amendment proposed to it.
- (2) Subject to this by-law, a member at a meeting of the council, not being a member who moves a motion, has a right to speak once only to the motion, including any amendment proposed to it.
- (3) Subject to clause (2), a member at a meeting of the council may not speak:
 - (a) more than once; or
 - (b) for more than 5 minutes,
on a question before the meeting.
- (4) Notwithstanding clause (3), where:
 - (a) a majority of the members present at a meeting of the council consent, a member's time to speak on a question before the meeting may be extended for such further period, of not more than 5 minutes, as is determined by that majority of the members; or
 - (b) a member considers that he or she has been misrepresented or misunderstood, the member may be permitted by a majority of the members present at the meeting of the council, to answer, without further observation than is necessary, the misrepresentation or misunderstanding.

24 Priority of speaking

Where 2 or more members at a meeting of the council rise to speak at the same time, the mayor shall decide which member shall be heard first.

25 Imputation

A member speaking at a meeting of the council shall not make a personal reflection on, or impute an improper motive to, another member.

Division 4 Order and disorder

26 Question of order

- (1) For the purposes of this by-law, a member is guilty of an act of disorder if, at a meeting of the council, the member:
 - (a) is in breach of the Act or of these By-laws;
 - (b) uses language which, according to common usage, would be considered disorderly;
 - (c) uses an expression inconsistent with good order or decorum;
or
 - (d) says or does anything calculated to bring the council into contempt.
- (2) The mayor at a meeting of the council may, with or without the intervention of another member at the meeting, call a member at the meeting to order where the mayor considers the member is out of order.
- (3) A member at a meeting of the council may raise a question of order with the mayor where the member considers that another member at the meeting is:
 - (a) guilty of an act of disorder; or
 - (b) out of order.
- (4) Where, under clause (3), a question of order is raised, the mayor shall rule on the question but may, before ruling, seek the opinions of the other members at the meeting of the question.
- (5) A ruling of the mayor made under clause (4) shall be obeyed forthwith and without discussion except where a motion of dissent under by-law 18 is subsequently passed in respect of the ruling.
- (6) A member who, under clause (4), is ruled:
 - (a) to be guilty of an act of disorder; or
 - (b) to be out of order more than once at a meeting of the council,

is guilty of an offence.

Penalty: \$500

- (7) Where, under clause (4), the mayor rules a member is guilty of an act of disorder, he may require the member to leave the place where the meeting of the council is taking place for a specified period of time or for the remainder of the meeting and to apologize, without reservation, to the members at the meeting.

27 Disorder

- (1) The mayor may, where disorder arises at a meeting of the council, adjourn the meeting for a period not exceeding 15 minutes and vacate the chair.
- (2) Where, under clause (1), a meeting is adjourned, the mayor shall, on the resumption of the meeting, move a motion which shall be put without debate to determine whether the meeting shall proceed.
- (3) Where a motion under clause (2) is lost, the mayor shall declare the meeting closed.

28 Motion, &c., to be rejected if out of order

A motion or an amendment to a motion, on a matter before a meeting of the council which is determined by a majority of the members at the meeting to be out of order, shall be rejected.

Division 5 Attendance and non-attendance

29 Quorum not present

- (1) Where, at the expiration of the time referred to in section 66(2) of the Act, a meeting of the council is postponed, that fact, together with the names of the members present at that time, shall be recorded in the minutes kept by the council.
- (2) Where, at the meeting of the council, a quorum of members, as required by section 66(1) of the Act, is lost, the mayor shall suspend the meeting for a period of 5 minutes and, if at the expiration of that period, a quorum of members is not present, the names of the members present at that time shall be recorded in the minutes kept by the council, and the mayor shall adjourn the meeting to a later hour or to another day, as the mayor thinks fit.
- (3) For the purposes of this By-law, a member is present at a meeting of the council if he or she is in the room in which the meeting is taking, or is to take, place and is seated at the place allocated to the member for the meeting.

Part III Committees of council

Division 6 Public and media

30 Attendance of public and media at meetings

- (1) At a meeting of the council, an area at the place where the meeting is to be held shall be made available for members of the public to attend the meeting and as many members of the public as reasonably can be accommodated in that area shall be permitted to attend the meeting, except when a matter prescribed under section 69 of the Act is being considered.
- (2) At a meeting of the council, reasonable facilities shall be made available to media personnel for the purpose of reporting on the meeting, except when a matter prescribed under section 69 of the Act is being considered.

31 Removal of persons

- (1) A person, other than a member, who interrupts the orderly conduct of a meeting of the council shall, on being requested to do so by the mayor, immediately leave the place where the meeting is being held.
- (2) A person who fails to comply with a request of the mayor under clause (1) may be removed, on the order of the mayor, from the place where the meeting is taking place with such force as is necessary.

32 Public participation at meeting

Except when invited to do so by the members at a meeting of the council, or in accordance with by-law 11, a member of the public shall not take, or attempt to take, part in the proceedings of the meeting.

Part III Committees of council

33 Conduct of meetings

For the purposes of section 68 of the Act, the procedures for the conduct of a meeting of a committee shall, except as otherwise provided by these By-laws, be as determined from time to time by a majority of the members of the committee.

34 Disorder in committee

By-laws 27 and 28 apply to and in relation to a meeting of a committee as if the meeting was a meeting of the council and the chairman of the committee was the mayor.

Part IV Miscellaneous

35 Reports by committees

- (1) A report to the council by a committee shall be presented by the chairman of the committee or, in the absence of the chairman, by such other member of the committee as determined by the mayor.
- (2) Where distinct recommendations are made by a committee in a report to the council, the decision of the council in relation to each recommendation may be taken separately.

Part IV Miscellaneous

36 Mode of proceeding in cases not provided for

Where, at a meeting of the council or a committee, a matter arises which is not provided for, in part or in whole, by the Act, the Regulations these By-laws or an existing decision of the council or committee as the case may be, the matter shall be dealt with in the manner determined by a resolution of the council or committee.

37 Offences

A person who contravenes, or fails to comply with, these By-laws is guilty of a regulatory offence.

Penalty: \$500.

38 By-laws, resolutions and motions to be construed subject to power

- (1) These By-laws shall be read and construed subject to the *Local Government Act 2019* and so as not to exceed the powers of the council, to the intent that where a by-law would, but for this by-law, have been construed as being in excess of that power it shall nevertheless be a valid by-law to the extent to which it is not in excess of that power.
- (2) Where a resolution or motion is passed purportedly in pursuance of these By-laws, the resolution or motion shall be read and construed subject to the *Local Government Act 2019* to the intent that where it would, but for this by-law, have been construed as being in excess of authority, it shall nevertheless be a valid resolution or motion to the extent to which it is not in excess of authority.

ENDNOTES

ENDNOTES

1 KEY

Key to abbreviations

amd = amended
 app = appendix
 bl = by-law
 ch = Chapter
 cl = clause
 div = Division
 exp = expires/expired
 f = forms
 Gaz = Gazette
 hdg = heading
 ins = inserted
 lt = long title
 nc = not commenced

od = order
 om = omitted
 pt = Part
 r = regulation/rule
 rem = remainder
 renum = renumbered
 rep = repealed
 s = section
 sch = Schedule
 sdiv = Subdivision
 SL = Subordinate Legislation
 sub = substituted

2 LIST OF LEGISLATION

Tennant Creek (Meetings and Procedures) By-laws (SL No. 16, 1989)

Notified 9 August 1989
 Commenced 9 August 1989

Local Government Act 2019 (Act No. 39, 2019)

Assent date 13 December 2019
 Commenced pt 8.6: 1 July 2022; rem: 1 July 2021 (*Gaz S27*, 30 June 2021)

Amending Legislation

Statute Law Revision Act 2020 (Act No. 26, 2020)

Assent date 19 November 2020
 Commenced 20 November 2020 (s 2)

Local Government Amendment Act 2021 (Act No. 15, 2021)

Assent date 25 May 2021
 Commenced 26 May 2021 (s 2)

Statute Law Revision Act 2020 (Act No. 26, 2020)

Assent date 19 November 2020
 Commenced 20 November 2020 (s 2)

3 GENERAL AMENDMENTS

General amendments of a formal nature (which are not referred to in the table of amendments to this reprint) are made by the *Interpretation Legislation Amendment Act 2018* (Act No. 22 of 2018) to: bl 1 and 38.

ENDNOTES

4 LIST OF AMENDMENTS

bl 2 rep Act No. 26, 2020, s 3
bl 38 amd Act No. 39, 2019, s 370

NORTHERN TERRITORY OF AUSTRALIA

TENNANT CREEK (SWIMMING CENTRE) BY-LAWS 1989

As in force at 9 August 1989

Table of provisions

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ENDNOTES

NORTHERN TERRITORY OF AUSTRALIA

As in force at 9 August 1989

TENNANT CREEK (SWIMMING CENTRE) BY-LAWS 1989

By-laws under the *Local Government Act 2008*

Part I Preliminary

1 Short title

These By-laws may be cited as the *Tennant Creek (Swimming Centre) By-laws 1989*.

2 Definitions

In these By-laws, unless the contrary intention appears:

adult means a person who has attained the age of 15 years.

centre means the Tennant Creek Swimming Centre and includes land, fencing, turnstiles, dressing cubicles, shower recesses, spectator stands, plant room, seating, lavatories, barbecue areas and other structures erected for the use and convenience of persons using the centre or for the operation of the centre.

child means a person who has not attained the age of 15 years.

manager means the person appointed by the council to control and manage the centre, and includes a person acting in his stead or on his behalf.

pool means a swimming pool within the centre and includes a wading pool.

prescribed charge means a charge determined by the council under by-law 3(2)(b).

season ticket means a season ticket under by-law 4.

session means the period of admission on a day as determined from time to time by the council during which the centre is open to the public.

Part II Administration

3 Admission

(1) A person shall not, without the express permission of the council or the manager, enter the centre except through a turnstile or gate erected for that purpose and upon:

- (a) payment of the admission charge; or
- (b) offering for inspection a season ticket.

Penalty: \$200.

(2) The council shall, by resolution from time to time:

- (a) determine days on which the centre will be open for sessions and the duration of sessions;
- (b) determine the charges for admission and season tickets.

(3) The form of season tickets shall be as determined by the council.

4 Season tickets

(1) A season ticket shall entitle the holder to admission to the centre for such number of sessions as the council determines and may be obtained upon payment of the prescribed charge.

(2) A season ticket is not transferable and may be used only by the person in whose name it is issued.

(3) A list of the holders of a season ticket shall be kept at the centre and the manager may refuse admission to a person using a season ticket where he reasonably believes that the person is not the person to or in relation to whom the season ticket was issued.

(4) For the purpose of ensuring compliance with clause (2), the manager may request a person using a season ticket to produce documentary evidence of identity, and a person shall comply with such a request.

Penalty: \$200.

(5) A person shall not enter, or attempt to enter, the centre by using a season ticket issued to another person.

Penalty: \$200.

Part III Conduct of persons

5 Hours of admission

- (1) Subject to clause (2), the centre shall be open at the times determined by the council in pursuance of by-law 3(2) and posted on a notice board at the entrance to the centre.
- (2) The council may restrict or prohibit public access to the centre on a specific day or specific days by posting a notice to that effect on the notice board at the entrance to the centre.

6 Risk

- (1) A person using the centre does so at that person's own risk.
- (2) A person entering the centre may deposit valuables with the manager, but the council and manager shall not be liable in the event that such valuables are lost, stolen, damaged or otherwise interfered with whilst in the custody of the manager.
- (3) A notice to the effect of clause (2) shall be displayed at the admission turnstile or gate.

Part III Conduct of persons

7 Control of premises

- (1) A person shall obey all reasonable directions of the manager with regard to that person's conduct in or in relation to the centre, or with regard to children who have not attained the age of 8 years and who are within that person's custody and control.
- (2) A person in the centre shall not obstruct, interfere with or hinder or permit a child who has not attained the age of 8 years and is within that person's custody and control to obstruct, interfere with or hinder the manager in the exercise of the manager's powers or the discharge of the manager's duties under these By-laws.

Penalty: \$200.

8 Offences

- (1) A person shall not enter or be at the centre whilst in an intoxicated condition whether such condition is induced by liquor, drugs or otherwise, and a person shall not bring into the centre spirits, drugs or intoxicating liquor or be in possession of such while in the centre.
- (2) Where a person in the centre appears in such a condition as to be, in the opinion of the manager, indecently or insufficiently clad, the manager shall require that person to forthwith resume that person's

Part III Conduct of persons

ordinary clothing and it shall be an offence to fail to comply with such a requirement.

(3) A person shall not:

- (a) use soap in the centre, other than in the shower baths or shower recesses;
- (b) in any part of the centre, behave in an unseemly, improper, disorderly, riotous or indecent manner, swear or use indecent, obscene, offensive or abusive language, gamble or misconduct himself;
- (c) first enter a pool without previously using a shower bath provided in the centre;
- (d) smoke in a part of the centre where the council has caused a notice to be exhibited prohibiting smoking in that part;
- (e) eat in or take into the dressing cubicles food of any kind;
- (f) climb up or on a fence, partition, roof or other part of the centre;
- (g) in the dressing cubicles or elsewhere in the centre, wastefully use the water or leave a tap running;
- (h) spit or expectorate in the pool or on the concourse or part of the centre; or
- (j) whilst in the pool, use a substance or preparation which may cause the water to discolour or render the water turbid or otherwise unfit for the use of bathers;
- (k) wilfully:
 - (i) foul or pollute water in a shower bath or pool;
 - (ii) soil, defile, damage, injure, destroy, use improperly, disfigure or write in or upon a dressing cubicle, furniture or other article or equipment in the centre; or
 - (iii) discharge litter of any description on, in or about the centre other than into a receptacle labelled as a litter receptacle, or bring litter into the centre;
- (m) carelessly or negligently damage or improperly use or interfere with a tap, lock, valve, locker or other fitting or appliance in or about the centre;

Part III Conduct of persons

- (n) damage, remove, mark or without lawful excuse interfere with a barbeque facility provided in the centre, or equipment forming part of a barbeque facility, or leave such facility and equipment in an unclean or untidy condition after use;
 - (p) damage, remove, mark or interfere with trees, plants or turf in the centre;
 - (q) cause or allow a dog or other animal belonging to the person or under the person's control to enter or remain in the centre;
 - (r) interfere with another person or throw or push, or attempt to throw or push, another person into the pool, or throw a stone or stick or other matter or thing to the annoyance of another person using the facilities of the centre;
 - (s) while suffering from a cutaneous infection or contagious disease, or while in an unclean condition, enter a pool;
 - (t) be a nuisance in the centre; or
 - (u) leave at the centre a child who has not attained the age of 8 years, unless the child is in the custody and control of an adult who has undertaken to the person leaving the child to be responsible for the safety and good behaviour of the child while the child is in the centre.
 - (v) run in any part of the centre.
- (4) Where an adult:
- (a) accompanies into the centre; or
 - (b) within the centre takes or has the custody or control of, a child who has not attained the age of 8 years, the adult shall:
 - (c) ensure that the child obeys these By-laws; and
 - (d) ensure, or make provision for, the safety of the child while in the centre.
- (5) A male person over the age of 4 years shall not enter a part of the centre set apart for females, and a female person over the age of 4 years shall not enter a part of the centre set apart for males, nor shall a person enter or attempt to enter, without the consent of the occupant, a shower recess or dressing cubicle or other compartment which is already occupied.

Part III Conduct of persons

- (6) A person in respect of whom a direction has been issued in accordance with by-law 12(3) shall not enter, or attempt to enter, the centre,
- (7) A person shall not play ball games or take any action which in the opinion of the manager, limits the enjoyment of other users of the pool or the centre at such time or times as the centre is in general public use, but this clause shall not apply to the playing, at a time approved by the manager, of a game or aquatic sport specifically organized and conducted at the centre by a person.
- (8) A person shall not make a noise, including a noise made by a musical instrument, radio receiver or other device, so as to adversely affect the enjoyment of another person using the centre.

Penalty: \$200.

9 Lost property

- (1) Where a person finds an article which the person reasonably believes to have been abandoned or lost in the centre, the person shall immediately deliver the article to the manager.
- (2) Where an article is delivered to the manager in pursuance of clause (1) or the manager finds an article which may have been abandoned or lost in the centre, the manager shall, as soon as practicable, enter a description of the article and all particulars relating thereto in a register which the manager shall keep for that purpose and a person claiming an article, who satisfies the manager that the claimant is the owner of the article, shall have it returned upon signing for it in the register.
- (3) The manager shall report to the clerk, at least once a month, regarding articles abandoned or lost in the centre during the immediately preceding month and shall produce the register for inspection by the clerk.
- (4) The council and manager shall not incur liability in respect of articles abandoned or lost in the centre, including those articles within the keeping of the manager, or stolen from a person while the person is in the centre.
- (5) An article abandoned or lost in the centre and not claimed within one month after the date of the entry under clause (2) in relation to it in the register shall be handed by the manager to a member of the Police Force for disposal in accordance with the laws relating to abandoned or lost property.

Part IV Miscellaneous

10 Exclusive use of centre

- (1) A person may apply in writing to the clerk for permission to have exclusive use of the centre.
- (2) The application shall specify the period and purpose of the exclusive use, the name and address of residence of the person applying, and such other matters as the council reasonably requests.
- (3) The council may, on receipt of an application under clause (1), allow a person to have exclusive use of the centre for such a period and subject to such conditions as it thinks fit.
- (4) A person to whom the centre is made available for exclusive use shall, not less than 14 days before the proposed date of the exclusive use, forward to the clerk and manager written details of the intended programme of activities.
- (5) The clerk shall, not less than 7 days before the proposed date of the exclusive use, approve, vary or reject in writing the intended programme of activities.
- (6) The person having exclusive use of the centre shall conduct only those activities approved or varied under clause (5).
- (7) A person having exclusive use of the centre shall be responsible for ensuring that these By-laws are observed by all persons attending the centre during that period of exclusive use.

11 Coaching

- (1) A person shall not, for reward, teach, coach, train or instruct another person in the centre except with the consent in writing of the council.
- (2) The council may, in writing, consent to a person, for reward, teaching, coaching, training or instructing another person in the centre subject to such conditions as it thinks fit.

12 Enforcement

- (1) A person who contravenes or fails to comply with these By-laws may be removed from the centre by the manager or may be detained by the manager and given into the custody of a member of the Police Force from whom the manager may request assistance at any time.

Part IV Miscellaneous

- (2) The manager may refuse to admit to the centre a person who has been convicted of an offence against these By-laws.
- (3) The council may issue a written direction to the manager that a person named in the direction shall not be admitted to the centre and, whilst that direction remains in force, the manager shall not admit that person.
- (4) Where the council issues a written direction under clause (3), it shall wherever possible issue a copy of that direction to the person named therein.
- (5) A copy of these By-laws shall be kept at the centre, and made available for perusal at the centre on request.

ENDNOTES

ENDNOTES

1 KEY

Key to abbreviations

amd = amended
app = appendix
bl = by-law
ch = Chapter
cl = clause
div = Division
exp = expires/expired
f = forms
Gaz = *Gazette*
hdg = heading
ins = inserted
lt = long title
nc = not commenced

od = order
om = omitted
pt = Part
r = regulation/rule
rem = remainder
renum = renumbered
rep = repealed
s = section
sch = Schedule
sdiv = Subdivision
SL = Subordinate Legislation
sub = substituted

2 LIST OF LEGISLATION

Tennant Creek (Swimming Centre) By-laws (SL No. 17, 1989)

Notified	9 August 1989
Commenced	9 August 1989

3 GENERAL AMENDMENTS

General amendments of a formal nature (which are not referred to in the table of amendments to this reprint) are made by the *Interpretation Legislation Amendment Act 2018* (Act No. 22 of 2018) to: bl 1.

NORTHERN TERRITORY OF AUSTRALIA

TENNANT CREEK (FLAMMABLE UNDERGROWTH) BY-LAWS 1989

As in force at 1 July 2008

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ENDNOTES

NORTHERN TERRITORY OF AUSTRALIA

As in force at 1 July 2008

TENNANT CREEK (FLAMMABLE UNDERGROWTH) BY-LAWS 1989

By-laws under the *Local Government Act 2008*

1 Citation

These By-laws may be cited as the *Tennant Creek (Flammable Undergrowth) By-laws 1989*.

2 Crown to be bound

These By-laws bind the Crown in right of the Territory.

3 Definitions

In these By-laws, unless the contrary intention appears:

council means the Barkly Shire Council.

flammable undergrowth means grass, weeds and other vegetation which, if not removed, may in the opinion of the council become flammable in normal seasonal conditions.

municipality means the former municipality of Tennant Creek.

4 Council may require destruction of flammable undergrowth

- (1) The council may by notice in writing served on the occupier or, where there is no occupier, the owner of land in the municipality, direct the occupier or the owner, as the case may be, to remove all flammable undergrowth:
 - (a) on all of the land; or
 - (b) on that part of the land which is within 5 m of the boundaries of the land.
- (2) Where the owner or occupier of land on whom a notice under clause (1) has been served, fails within 14 days of the service of the notice to comply with that notice, such officer, employees or agents as the council directs may, subject to the Act, enter the land to which the notice relates and carry out the work required to be carried out by that notice.

-
- (3) The costs and expenses reasonably incurred by the council in carrying out or causing to be carried out work under clause (2) shall be a debt due and payable to the council by the occupier or the owner, as the case may be, of the land.

ENDNOTES

ENDNOTES

1 KEY

Key to abbreviations

amd = amended
app = appendix
bl = by-law
ch = Chapter
cl = clause
div = Division
exp = expires/expired
f = forms
Gaz = Gazette
hdg = heading
ins = inserted
lt = long title
nc = not commenced

od = order
om = omitted
pt = Part
r = regulation/rule
rem = remainder
renum = renumbered
rep = repealed
s = section
sch = Schedule
sdiv = Subdivision
SL = Subordinate Legislation
sub = substituted

2 LIST OF LEGISLATION

Tennant Creek (Flammable Undergrowth) By-laws (SL No. 20, 1989)

Notified 9 August 1989
Commenced 9 August 1989

Local Government (Consequential Amendments) Act 2008 (Act No. 28, 2008)

Assent date 14 November 2008
Commenced 1 July 2008 (s 2)

3 GENERAL AMENDMENTS

General amendments of a formal nature (which are not referred to in the table of amendments to this reprint) are made by the *Interpretation Legislation Amendment Act 2018* (Act No. 22 of 2018) to: bl 1.

4 LIST OF AMENDMENTS

bl 3 amd Act No. 28, 2008, s 4

Chief Executive Officers Reports

6.2 Audio Recordings of Meetings Policy

Author Emmanuel Okumu (Governance Manager)

RECOMMENDATION

That Council receives and notes the Audio Recordings of Meetings Policy.

SUMMARY

BRC may from time-to-time record council meeting sessions. This policy specifies the arrangements for creating, storing, using, disclosing, and destroying the audio recordings of Barkly Regional Council meetings.

ATTACHMENTS:

1. Audio Recordings of Meetings Policy [6.2.1 - 3 pages]



POLICY

TITLE:	Audio Recordings of Meetings Policy		
DIRECTORATE:	Corporate Services – Governance and Compliance		
ADOPTED BY:	Council Resolution:		
DATE OF ADOPTION:	24 April 2024	DATE OF REVIEW:	24 April 2027
POLICY NUMBER:			
LEGISLATIVE REF:	Northern Territory Local Government Act 2019 The Information Act 2002 The Freedom of information Act 1982		

1. INTRODUCTION

1.1. Purpose

The purpose of this policy is to specify the arrangements for creating, storing, using, disclosing, and destroying audio recordings of Barkly Regional Council meetings.

1.2. Scope

This policy document applies to:

- Ordinary and Special Council Meetings;
- Risk & Finance Committee Meetings;
- Audit Committee Meetings; and
- Local Authority Meetings

1.3. Policy Objectives

Barkly Regional Council is committed to the effective and responsible governance of Council administration. This objective of this policy is to ensure the minutes of Ordinary and Special Council Meetings and Committee meetings accurately reflect decisions made by Council.

2. POLICY STATEMENT

2.1 Audio recordings

Audio recordings will be made of all Ordinary and Special Council meetings with the exclusion of confidential matters identified as such under Regulation 51 of the Local Government (General) Regulations 2021 for the purposes of:

- 2.1.1 Assisting in the preparation of meeting minutes;
- 2.1.2 Ensuring decisions of Council and Committees are accurately recorded; and
- 2.1.3 Verifying the accuracy of minutes prior to their confirmation

2.2 Public Notification

2.2.1 In compliance with the Surveillance Act 2007, advice will be provided to the members of the public in attendance at meetings that an audio recording of the meeting will be made. The wording of the advice will be as follows:

An audio recording of this meeting is being made for minute taking purposes as authorised by Council Policy (policy number) – Audio Recordings of Meetings.



2.3 Creation, storage, retention, and destruction of recordings

- 2.3.1 Audio recordings will be made in the most suitable digital format using a digital recorder with one or more directional microphones.
- 2.3.2 Audio recordings will be stored securely by the Director of Corporate Services in such a manner that only those authorised have access to them.
- 2.3.3 Councilors may request, via majority vote if required, that no audio recording is made where issues of legitimate cultural or spiritual significance are to be discussed.

2.4 Access to recordings

- 2.4.1 Access by elected members
 - 2.4.1.1 Requests by Elected Members for access to recordings for the purpose of ensuring the accuracy of meeting minutes will be made to the Chief Executive Officer or the Director of Corporate Services, who will provide access by means of listening to the recordings at Council offices during business hours.
- 2.4.2 Access by staff
 - 2.4.2.1 Access is granted for the purpose of ensuring the accuracy of meeting minutes to the Chief Executive Officer, the Director of Corporate Services, and the relevant minutes secretary of the meeting to which the recording relates.
 - 2.4.2.2 All other requests for access by staff are to be made to the Director of Corporate Services and will only be granted in circumstances requiring the staff member to participate in ensuring the accuracy of meeting minutes and information obtained in investigations.
- 2.4.3 Access by the public
 - 2.4.3.1 Access by members of the public will not be granted.

2.5 Recordings of meetings by members of the public

- 2.5.1 Members of the public may not record the proceedings of Council and Committee meetings except by resolution of Council (not Committees).

2.6 Recording of meeting not to take place

- 2.6.1 The appointed and elected members present at a meeting which is to be recorded may request, via a majority vote if required, that no audio recording is made where issues of legitimate cultural or spiritual significance are to be discussed.

3. RELEVANT POLICIES

Policies and procedures to be read in conjunction with this policy are:

- 1) Privacy policy
- 2) Meetings procedure policy
- 3) Records management policy



4. IMPLEMENTATION AND REVIEW

4.1. Implementation

All staff will be trained in this policy, and it 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 24 April 2027.

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.

Jeff MacLeod
A/Chief Executive Officer

Signature

Dated

END

Chief Executive Officers Reports

6.3 Governance report

Author Emmanuel Okumu (Governance Manager)

RECOMMENDATION

That the official manager receives and notes the current list of BRC committees.

SUMMARY

Council Committees

Records show that from around 2019, BRC has not had an up-to-date list of council committees on the council website.

The governance office has resolved this issue effective 2024. The public can now go to the council website under the council committee's overview and see the current council committees, names of members, and when members were nominated, among other things.

Attached is the list register of the current BRC Committee names and membership.

ATTACHMENTS:

1. Committees and Membership Register P 2 [6.3.1 - 4 pages]

List of committees and membership

Committee Name:	<i>Audit and Risk Committee</i>			
Register kept by:	<i>Chief Executive Officer's Office</i>			
Last reviewed:	<i>March 2024</i>			
Reference:	<i>Made up of Official Manager and four independent members.</i>			
Committee status:	<i>Current</i>			
Legislative reference:	<i>Regulation 6(1)(b) of the Local Government (General) Regulation 2021 and (s 86 of the LGA 2019.)</i>			
Remuneration status:	<i>Eligible members are paid sitting and travel allowance</i>			
Name of committee member	Date commenced	Date ended	File reference(s)	Comments
Shane Smith	27/07/2023	Current	OMC-23/24	Committee Chairperson- Independent
Noel Clifford	27/07/2023	Current	OMC-23/24	Independent Member
Karan Hayward	11/01/2024	Current	OMC-24/74	Independent Member
Gareth Muchinguri	11/01/2024	Current	OMC-24/74	Independent Member
Peter Holt		Current		BRC Official Manager

The Committee consists of the Official Manager and four independent members. It was established under Section 86 of the Local Government Act 2019.

The role of the Committee is to monitor compliance by the Council with proper standards of financial management as well as compliance by the Council with the regulations and the Accounting Standards.

To see the Committee's tentative meeting days, please [click here](#).

Committee Name:	Regional Advisory Committee			
Register kept by:	Chief Executive Officer's Office			
Last reviewed:	March 2024			
Reference:	Made up of members from each regional community outside of Tennant Creek.			
Committee status:	Current			
Legislative reference:	Regulation 6(1)(b) of the Local Government (General) Regulation 2021 and (s 82 of the LGA 2019.)			
Remuneration status:	Eligible members are paid sitting allowance			
Name of committee member	Date commenced	Date ended	File reference(s)	Comments
1. Bob Bagnall 2. Lennie Barton	29/01/2024	Current	SCM-24/16	Elliott
1. Laney Tracker 2. Pam Corbett 3. Ashley Tobey	29/01/2024	Current	SCM-24/16	Alpurrurulam
1. Fiona Peterson 2. Mark Peterson	29/01/2024	Current	SCM-24/16	Wutunugurra
1. Noel Hayes 2. Lucy Jackson	29/01/2024	Current	SCM-24/16	Ali Curung
1. Tony Morton 2. Anita Bailey	29/01/2024	Current	SCM-24/16	Ampilatwatja
1. Jack Clubb 2. Graham Long	29/01/2024	Current	SCM-24/16	Arlparra
1. Peter Holt		Current		BRC Official Manager

The Official Manager established the Regional Advisory Committee to directly bring vital information and community voices to the Council's Official Manager to enable effective strategic decision-making. The committee members discuss matters arising in their home communities and, more broadly, affecting service delivery in all remote communities.

To see the Committee's tentative meeting days, please [click here](#).

Committee Name:	Purkiss Reserve Committee			
Register kept by:	Chief Executive Officer's Office			
Last reviewed:	March 2024			
Establishment details:	Made of one member from each user group as per the terms of reference.			
Committee status:	Current			
Legislative reference:	Regulation 6(1)(b) of the Local Government (General) Regulation 2021 and (s 82 of the LGA 2019.)			
Remuneration status:	Eligible members are paid sitting allowance			
Name of committee member	Date commenced	Date ended	File reference(s)	Comments
Wayne Green	10/10/2023	Current	SCM-23/2	AFL
Jason Dunemann	10/10/2023	Current	SCM-23/2	Sporties Spitfires Football Club
Stewart Willey	10/10/2023	Current	SCM-23/2	Moriarty
Ray Wallis	10/10/2023	Current	SCM-23/2	Barkly Sports Hub
Telvan Clegg	10/10/2023	Current	SCM-23/2	YDU Football Club
Matthew Beattie	10/10/2023	Current	SCM-23/2	Territory Families, Housing and Communities
Peter Holt		Current		<u>BRC Official Manager</u>

The committee was established to seek community views and advise the Council on issues related to the development of the Purkiss Reserve sports precinct at Tennant Creek. Each member represents one user group. The committee will remain active until the Purkiss Reserve work is completed, its term expires, or the Council resolves otherwise.

To see the Committee's tentative meeting days, please click here.

Committee Name:	<i>Animal Management Advisory Committee</i>			
Register kept by:	<i>Chief Executive Officer's Office</i>			
Last reviewed:	<i>March 2024</i>			
Establishment details:	<i>Made up of members from the various stakeholders within Barkly Region with knowledge in animal management.</i>			
Committee status:	<i>Current</i>			
Legislative reference:	<i>Regulation 6(1)(b) of the Local Government (General) Regulation 2021 and (s 82 of the LGA 2019.)</i>			
Remuneration status:	<i>Eligible members are paid sitting allowance</i>			
Name of committee member	Date commenced	Date Ended	File reference(s)	Comments
Ian Bodill	06/02/2024	25/03/2024		BRC CEO - Ended
Jeff MacLeod	25/03/2024	Current		BRC Acting/CEO
Peter Holt		Current		BRC Official Manager BRC
Elliot McAdam	06/02/2024	Current	SCM-24/21	Tennant Creek Member
Sharen Lake	06/02/2024	Current	SCM-24/21	Tennant Creek Member
Lauise Beilby	06/02/2024	Current	SCM-24/21	DCMC
Bob Bagnall	06/02/2024	Current	SCM-24/21	Elliott Member
Dr Dian Royment	06/02/2024	Current	SCM-24/21	Board Member – AIAM
Dr Brooke Rankmore	06/02/2024	Current	SCM-24/21	AMRRIC
Dr David Hall	06/02/2024	Current	SCM-24/21	Barkly Vet Practice
Jacqueline Hingston W	06/02/2024	Current	SCM-24/21	Warumungu TO
Gillian Molloy	06/02/2024	Current	SCM-24/21	BRC Director of Community Development
Dean Pollock	06/02/2024	Current	SCM-24/21	BRC Local Laws Manager

The Committee has been reinstated to address animal management issues across the Barkly Region. The Committee will remain active until the development and adoption of the 2024-27 Barkly Region Animal Management Plan by the Council is completed following a period of community consultations.

To see the Committee's tentative meeting days, please click [here](#).



7 FINANCE REPORTS

Finance Reports

7.1 Finance Report, YTD 31 March 2024

Author Romeo Mutsago (Chief Finance Officer), Susan Wright (Grants Manager)

RECOMMENDATION

That Council receives and notes the Finance Report for the YTD 31 March 2024.

SUMMARY

The report summarises the Finance Directorate activities for the YTD March 2024. The Finance Report complies with the *Local Government (General) Regulations 2021 s17(2)*.

BACKGROUND

Acquittals

All FY2023 acquittals have been filed, including revised acquittals following suggested edits by funding agencies.

Staff Compliment for Finance Directorate

As of 31 March 2024, the Finance Directorate is staffed to enable normal independent checks of work to enhance internal controls entity-wide.

ATO (Australian Taxation Office) Lodgments

As of 31 March 2024, all statutory obligations were up to date.

FY2025 budget consultations

Budget consultations continue. The necessary guidance has been provided to respondents to ensure a smooth budget process.

ANZ Trust Account

We have since submitted relevant forms to ANZ to open a trust account as approved by the council. The account is not yet operational due to pending change of bank signatories.

Year-to-date 31 March Financial Statements

The financials are attached, with explanatory graph analyses.

- Attachment 1 – statutory financial report
- Attachment 2 – financial analyses.

Financials indicate the Council is in a healthy financial position.



The Council can meet its contractual obligations for the rest of FY2024 as and when they fall due and payable.

Comments:

Materials and Contracts

Notable overspending relates to:

- Labour Hire (\$500k) engaged when Area Managers could not recruit municipal workers, but the council had to deliver municipal services. Labour Hire has since been stopped.
- Repairs and Maintenance expenses (\$950k) turned out to be more excessive than anticipated due to the aged state of the property, plant and equipment which has become overly expensive to maintain. This can be attributed to the absence of an asset management replacement plan over the years which left BRC (Barkly Regional Council) with aged property, plant and equipment.
- Continued engagement of Councilbiz after switching systems (\$490k).

Operating Surplus (Deficit)

The YTD deficit position is worse than the budget on account of the over-spending on materials and contracts.

Cash and Cash Equivalents

YTD cash and cash equivalents are comparatively lower because of timing of receipt of grant funding most of which has since been received post 31 March 2024.

ORGANISATIONAL RISK ASSESSMENT

Nil

BUDGET IMPLICATION

Nil

ISSUE/OPTIONS/CONSEQUENCES

Nil

CONSULTATION & TIMING

Nil

ATTACHMENTS:

1. 1. Financial Report for the period ended 31 March 2024 [7.1.1 - 10 pages]
2. 3 PPT Finance Report March 2024 [7.1.2 - 10 pages]
3. 2. Barkly Regional Council Purchase Order Summary- March 2024 [7.1.3 - 12 pages]
4. Grants Overview April 2024 [7.1.4 - 3 pages]



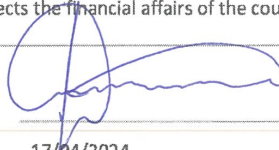
BARKLY REGIONAL COUNCIL
ABN 32 171 281 456

Certification by the CEO to the Council

Council Name:	Barkly Regional Council
Reporting Period:	31/03/2024

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



Date Signed

17/04/2024

Note: The monthly financial report to council must either be accompanied by a written certification by the CEO to the council, as set out above, or the CEO is to provide written reasons for not providing the certification. (Regulation 17(5) of the General Regulations)



Statement 1. Comparison of Actual Performance against Budget

Table 1.1 Income and Expenditure Statement for the month of March 2024

	YTD Actuals \$	YTD Budget \$	YTD Variance \$	Annual Budget \$
OPERATING INCOME				
Rates	4,252,963	4,146,000	106,963	4,146,000
Fees and Charges	1,586,068	947,244	638,824	1,262,992
Operating Grants and Subsidies	15,271,376	14,550,750	720,626	19,401,000
Interest/Investment Income	37,373	10,503	26,870	14,004
Commercial and Other Income	999,221	1,106,253	(107,032)	1,475,004
TOTAL OPERATING INCOME	22,147,002	20,760,750	1,386,252	26,299,000
OPERATING EXPENDITURE				
Employee Expenses	12,619,405	12,405,240	(214,165)	16,540,320
Materials and Contracts	10,266,631	7,515,231	(2,751,400)	10,020,308
Elected Member Allowances	78,322	140,085	61,763	186,780
Elected Member Expenses	36,791	36,459	(332)	48,612
Council Committee & LA Allowances	34,689	26,397	(8,292)	35,196
Council Committee & LA Expenses	62,278	46,296	(15,982)	61,728
Depreciation, Amortisation and Impairment	2,100,000	2,100,000	0	2,800,000
Other Expenses	11,384	7,542	(3,842)	10,056
TOTAL OPERATING EXPENDITURE	25,209,499	22,277,250	(2,932,249)	29,703,000
OPERATING SURPLUS / DEFICIT	(3,062,497)	(1,516,500)	4,318,501	(3,404,000)

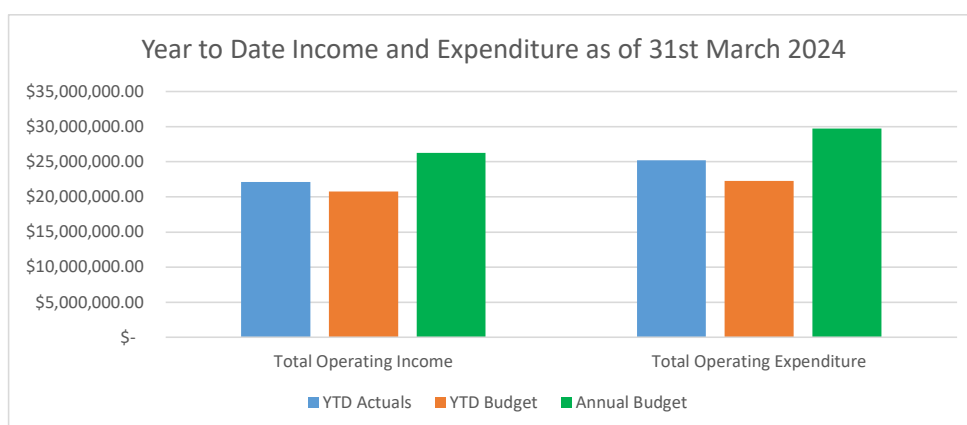
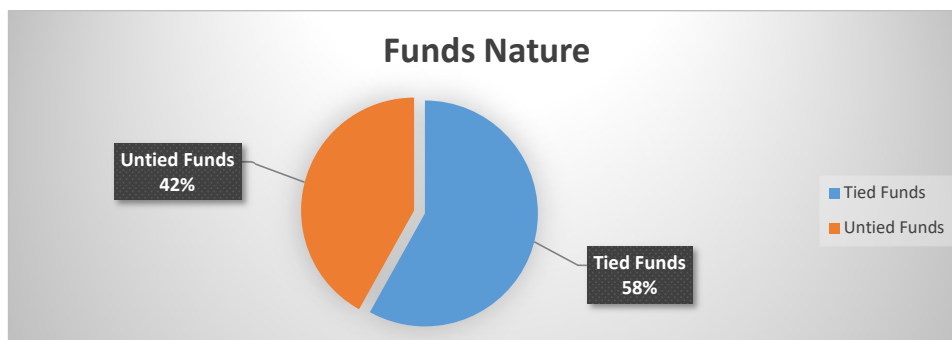




Table 1.2 Operating Position for the month of March 2024

	YTD Actuals \$	YTD Budget \$	YTD Variance \$	Annual Budget \$
BUDGETED OPERATING SURPLUS / DEFICIT	(3,062,497)	(1,516,500)	4,318,501	(3,404,000)
Remove NON-CASH ITEMS				
Less Non-Cash Income	0	0	0	0
Add Back Non-Cash Expenses	2,100,000	2,100,000	0	2,800,000
TOTAL NON-CASH ITEMS	2,100,000	2,100,000	0	2,800,000
Less ADDITIONAL OUTFLOWS				
Capital Expenditure	1,227,543	441,523	786,020	588,697
Borrowing Repayments (Principal Only)	0	0	0	0
Transfer to Reserves	0	0	0	0
Other Outflows	0	0	0	0
TOTAL ADDITIONAL OUTFLOWS	(1,227,543)	(441,523)	(786,020)	(588,697)
Add ADDITIONAL INFLOWS				
Capital Grants Income	0	0	0	0
Prior Year Carry Forward Tied Funding	3,656,811	1,124,371	2,532,440	1,124,371
Other Inflow of Funds	0	0	0	0
Transfers from Reserves	0	0	0	0
TOTAL ADDITIONAL INFLOWS	3,656,811	1,124,371	2,532,440	1,124,371
NET BUDGETED OPERATING SURPLUS / DEFICIT	1,466,770	1,266,348	6,064,920	(68,326)





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 \$	Current Financial Year (Annual) Budget * \$
Land and Buildings	98,892	88,697	10,195	88,697
Infrastructure (including roads, footpaths, park furniture)	79,443	-	79,443	-
Plant and Machinery	636,021	161,250	492,688	215,000
Fleet	413,187	213,750	223,187	285,000
Other Assets (including furniture and office equipment)	-	-	-	-
Other Leased Assets	-	-	-	-
TOTAL CAPITAL EXPENDITURE*	1,227,543	463,697	805,513	588,697
TOTAL CAPITAL EXPENDITURE FUNDED BY: **				
Operating Income (amount allocated to fund capital items)	500,000	375,000	208,333	500,000
Capital Grants	-	-	-	-
Transfers from Cash Reserves	236,190	-	180,881	-
Borrowings	-	-	-	-
Sale of Assets (including trade-ins)	102,589	-	102,589	-
Other Funding (Community Benefits Funds + BBRF Funding for Tennant Creek Youth Centre)	388,765	88,697	300,068	88,697
TOTAL CAPITAL EXPENDITURE FUNDING	1,227,543	463,697	791,871	588,697



Table 2.2 Report on Planned Major Capital Works for the month of March 2024

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	

The table below shows the capital expenditure as of 31st March 2024. These expenses are funded by Barkly Local Community Projects Fund, Local Authority Fund, Grants and Council's Reserves.

Classifications	Amount Expended
BBQ Trailer - Alpururulam	\$24,131.82
Bin Lifter tipper	\$35,990.00
Huski Skid Steer Loader - Tennant Creek	\$38,950.00
Kube Twin Compartment (Animal Lifter)	\$57,630.00
Mitsubishi Triton Ute	\$31,872.48
Skid Steer Loader and Excavator - Barkly Regional Deal	\$77,877.00
Station Tractor - Barkly Regional Deal	\$289,872.72
Structures - Construction of Dog Run Area (Tennant Creek - Dog Pound)	\$25,749.88
Structures - Containers for Tennant Creek Swimming Pool	\$51,012.32
Structures - Demountable Office (Tennant Creek Landfill)	\$10,195.10
Structures - Softball Pitch Construction (Alpururulam)	\$2,681.00
Structures - Tennant Creek Youth Centre	\$88,696.83
Toyota Hilux	\$73,830.67
Toyota Hilux VIN No: MR0KA3CD901289705	\$73,830.67
Toyota Hilux VIN No: MR0KA3CD501289703	\$73,830.67
Toyota Hilux VIN No: MR0KA3CD701289699	\$73,830.67
Toyota Landcruiser Prado	\$85,991.82
Zero Turn Mower - Wutungurra	\$19,872.73
Rubbish Trailer - Ali Curung	\$36,387.64
Skid Steer Loader - Tennant Creek	\$38,950.00
Car Trailer - Tennant Creek	\$16,359.09

\$1,227,543.11



Table 3. Monthly Balance Sheet

BALANCE SHEET AS AT 31st March 2024	YTD Actuals \$	FY2022/2023	Note Reference*
ASSETS			
Cash at Bank			(1)
Tied Funds	4,559,823	9,418,000	
Untied Funds	3,290,936	3,160,000	
Accounts Receivable			
Trade Debtors	519,215	564,000	(2)
Rates & Charges Debtors	2,367,868	1,769,000	
Other Current Assets	1,805,617	80,000	
TOTAL CURRENT ASSETS	12,543,459	14,991,000	
Non-Current Financial Assets			
Property, Plant and Equipment	59,741,393	62,296,000	
TOTAL NON-CURRENT ASSETS	59,741,393	62,296,000	
TOTAL ASSETS	72,284,852	77,287,000	
LIABILITIES			
Accounts Payable	222,530	1,214,000	(3)
ATO & Payroll Liabilities	109,253	27,000	(4)
Current Provisions	1,210,893	794,000	
Other Current Liabilities	61,186	0	
TOTAL CURRENT LIABILITIES	1,603,862	2,035,000	
Non-Current Provisions	417,000	408,000	
Other Non-Current Liabilities	0	0	
TOTAL NON-CURRENT LIABILITIES	417,000	408,000	
TOTAL LIABILITIES	2,020,862	2,443,000	
NET ASSETS	70,263,991	74,844,000	
EQUITY			
Reserves	45,131,409	52,814,000	
Accumulated Surplus	25,132,582	22,030,000	
TOTAL EQUITY	70,263,991	74,844,000	



Note 1. Details of Cash and Investment Held

As of 31st March 2024, the Council's cash and cash equivalent balances amounted to \$7.85m. A breakdown of the Council's cash and cash equivalent balances are as follows:

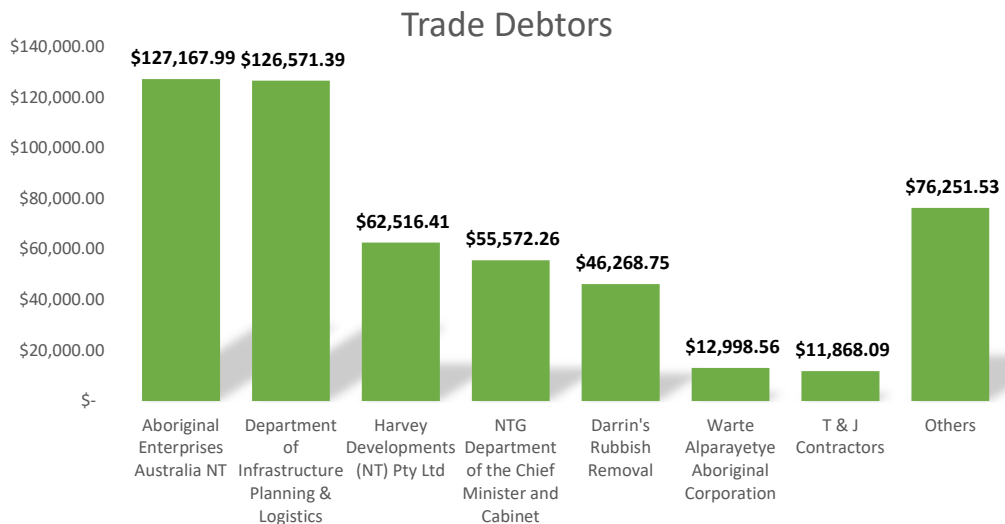
Cash in Hand and at Bank

Transaction Account - ANZ			7,066,419
Trust account - WBC			287,464
Transaction Account - WBC			496,677
Petty Cash			200.00
			<u>\$7,850,759</u>

Note 2. Statement of Trade Debtors

As of 31st March 2024, the Council's trade receivables balance was \$519,214. 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	\$57,679.45	\$23,325.00	\$14,363.48	\$101,709.91	\$322,137.14	\$519,214.98
Percentage	11.11%	4.49%	2.77%	19.59%	62.04%	100.00%





Note 3. Statement on Trade Creditors

The Council's trade payable is \$ 222,529.69 as of 31st March 2024. 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	\$ 222,529.69	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 222,529.69
Percentage	100 %	0.00 %	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 31st March 2024, the Council has a receivable of \$61,533 as a GST refund and PAYG liability of \$71,177.

(b) Superannuation

In accordance to 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 31st March 2024, Council has the super liability of amount \$33,064.85. In April 2024, the Council will remit this payment to superannuation funds.

Note 5: Provisions

Current Provision - LSL	\$ 176,944.45
Annual Leave (Staff) Provision	\$ 1,033,948.70
	\$ 1,210,893.15
Non-Current Provision - LSL	\$ 417,652.03
	\$ 415,652.03



Note 6: Equity

Equity	Amount in \$
Accumulated Surpluses	25,132,582
Asset Revaluation Reserves	45,131,409
Total Equity	\$70,263,991

Table 4. Member and CEO Council Credit Card Transactions as of 31st March 2024

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

For the month of March 2024 there was an aggregate spend of \$27,419.61

- Official Manager's Credit Card:

In March 2024, the Official Manager of the Council spent \$3,539.78 on his credit card. Below is the summary of the expenditure.

Transaction Date	Supplier Name	Amount	Reason for Expenses Occurred
4/03/2024	CAB FARE PAYMENTS MELBOURNE	-23.10	Travel
13/03/2024	AIRNORTH MARRARA	-245.00	Travel
14/03/2024	QANTAS AIRWAYS LTD (EC Mascot	-10.00	Travel
14/03/2024	QANTAS AIRWAYS LTD (EC Mascot	-607.50	Meals
15/03/2024	AIRNORTH MARRARA	-960.45	Travel
18/03/2024	AIRNORTH MARRARA	-100.20	Travel
18/03/2024	AUTHORIZATION SYDNEY	-279.00	Travel
19/03/2024	DARWIN RADIO 131008 DARWIN	-21.00	Media
20/03/2024	ALICE SPRING 131008 ALICE SPRINGS	-12.29	Travel
28/03/2024	AIRNORTH MARRARA	-262.14	Travel
28/03/2024	AA&P EVENTS DARWIN	-1,019.10	Events

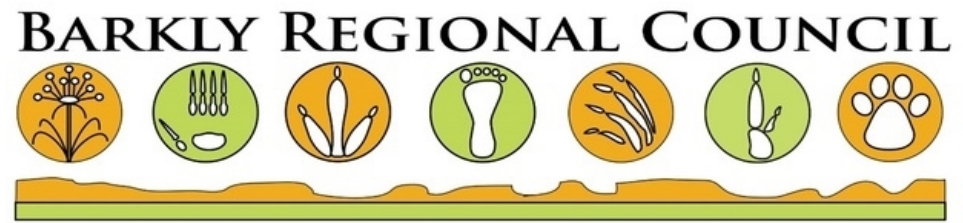
-3,539.78

- CEO's Credit card: Nil



Key Indicators Year to Date:

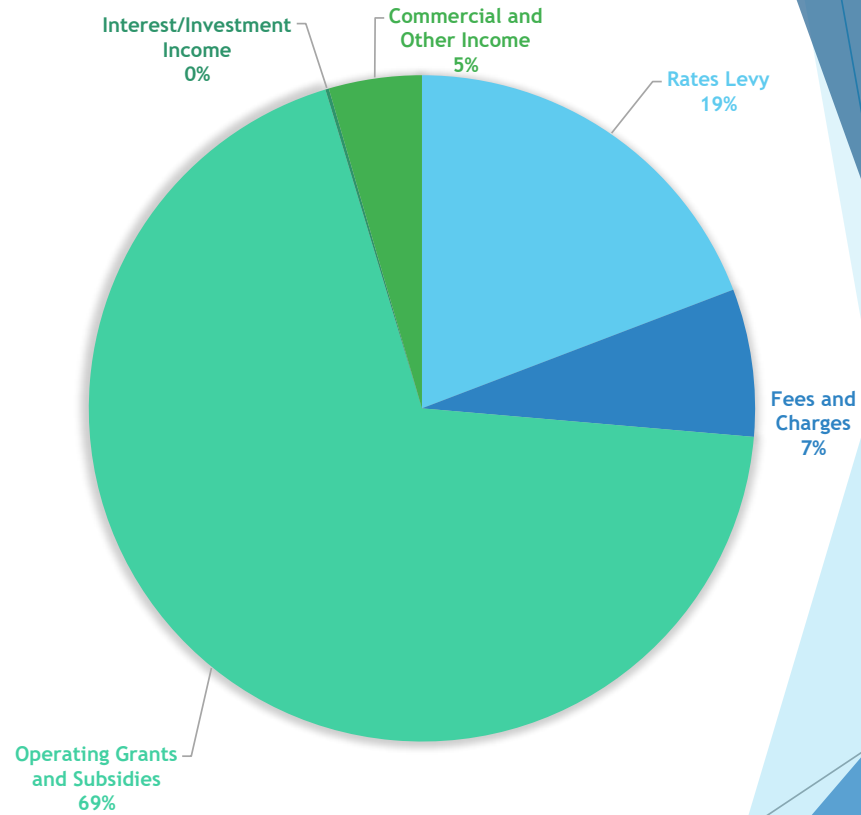
Liquidity Test (Working Capital Ratio)	Amount
Current Assets:	\$12,543,459.19
Current Liabilities:	\$1,603,861.68
Current Liquidity Ratio:	7.82
Quick Asset Ratio:	4.89
2022 Liquidity Ratio:	4.8



Financial Analysis for the period
ended 31 March 2024

Income and Expenditure Report

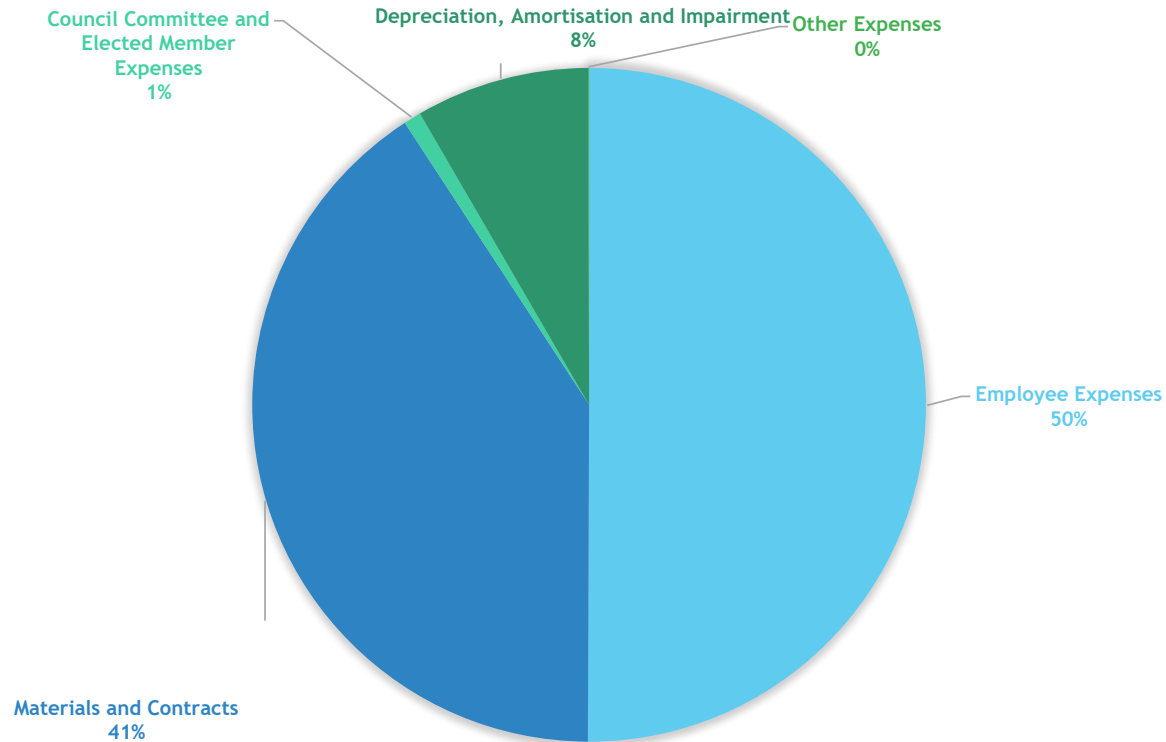
	YTD Actuals \$	YTD Budget \$	YTD Variance \$	Annual Budget \$
OPERATING INCOME				
Rates	4,252,963	4,146,000	106,963	4,146,000
Fees and Charges	1,586,068	947,244	638,824	1,262,992
Operating Grants and Subsidies	15,271,376	14,550,750	720,626	19,401,000
Interest/Investment Income	37,373	10,503	26,870	14,004
Commercial and Other Income	999,221	1,106,253	(107,032)	1,475,004
TOTAL OPERATING INCOME	22,147,002	20,760,750	1,386,252	26,299,000
OPERATING EXPENDITURE				
Employee Expenses	12,619,405	12,405,240	(214,165)	16,540,320
Materials and Contracts	10,266,631	7,515,231	(2,751,400)	10,020,308
Elected Member Allowances	78,322	140,085	61,763	186,780
Elected Member Expenses	36,791	36,459	(332)	48,612
Council Committee & LA Allowances	34,689	26,397	(8,292)	35,196
Council Committee & LA Expenses	62,278	46,296	(15,982)	61,728
Depreciation, Amortisation and Impairment	2,100,000	2,100,000	0	2,800,000
Other Expenses	11,384	7,542	(3,842)	10,056
TOTAL OPERATING EXPENDITURE	25,209,499	22,277,250	(2,932,249)	29,703,000
OPERATING SURPLUS / DEFICIT	(3,062,497)	(1,516,500)	4,318,501	(3,404,000)



Where did the income come from?

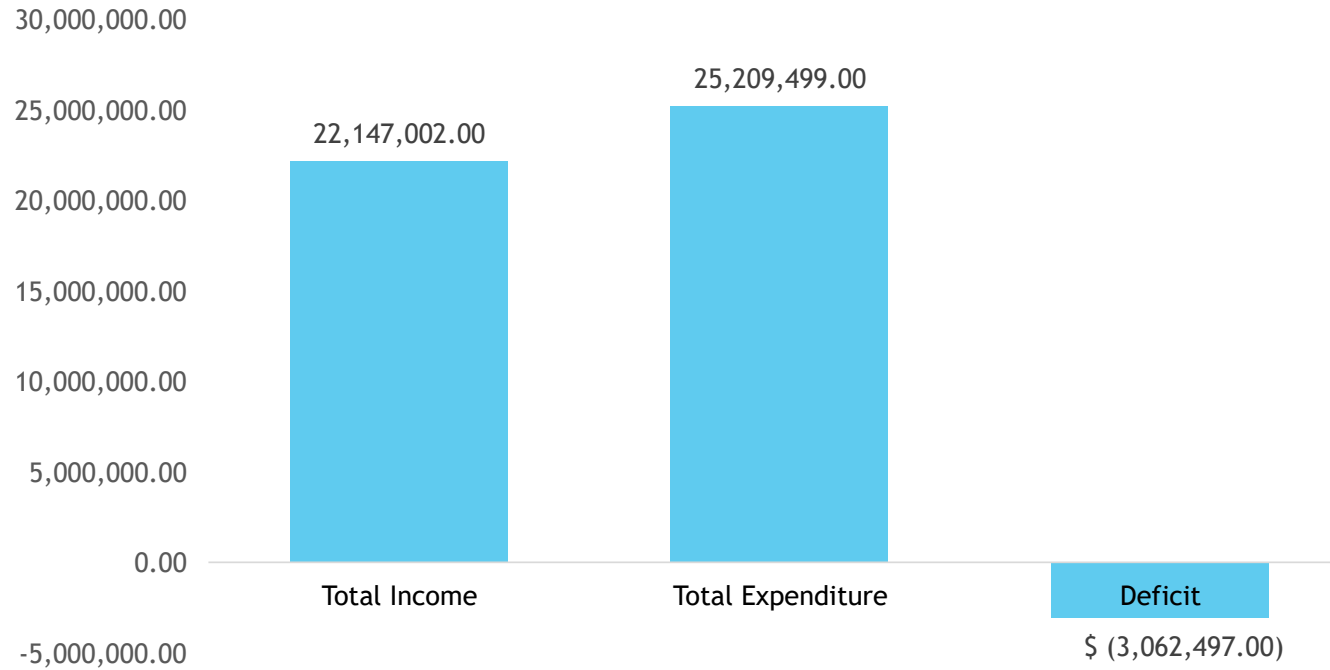
Total income = \$22,147,002

What were the expenses?

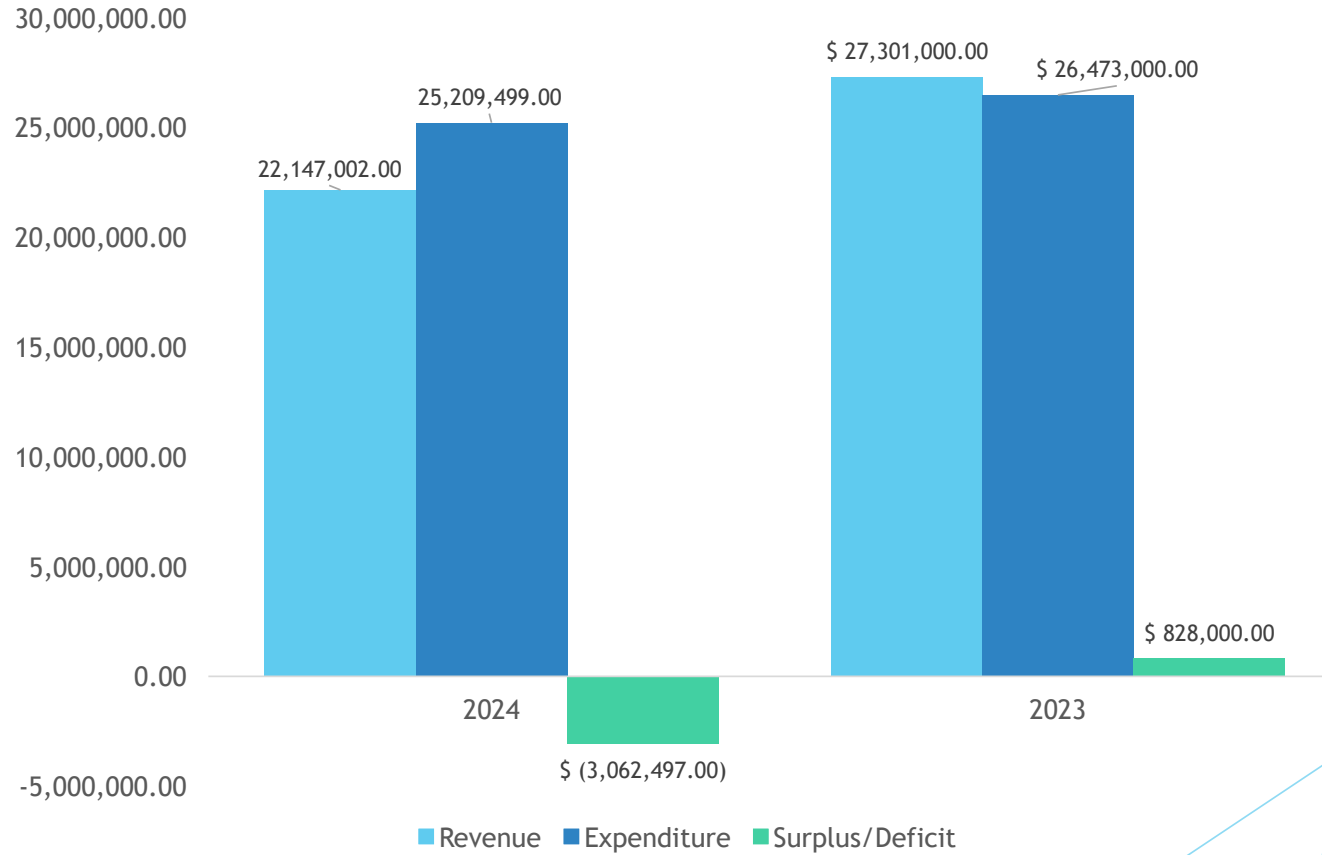


Total expenses = \$25,209,499

Results of operation



Income and Expenditure Trends



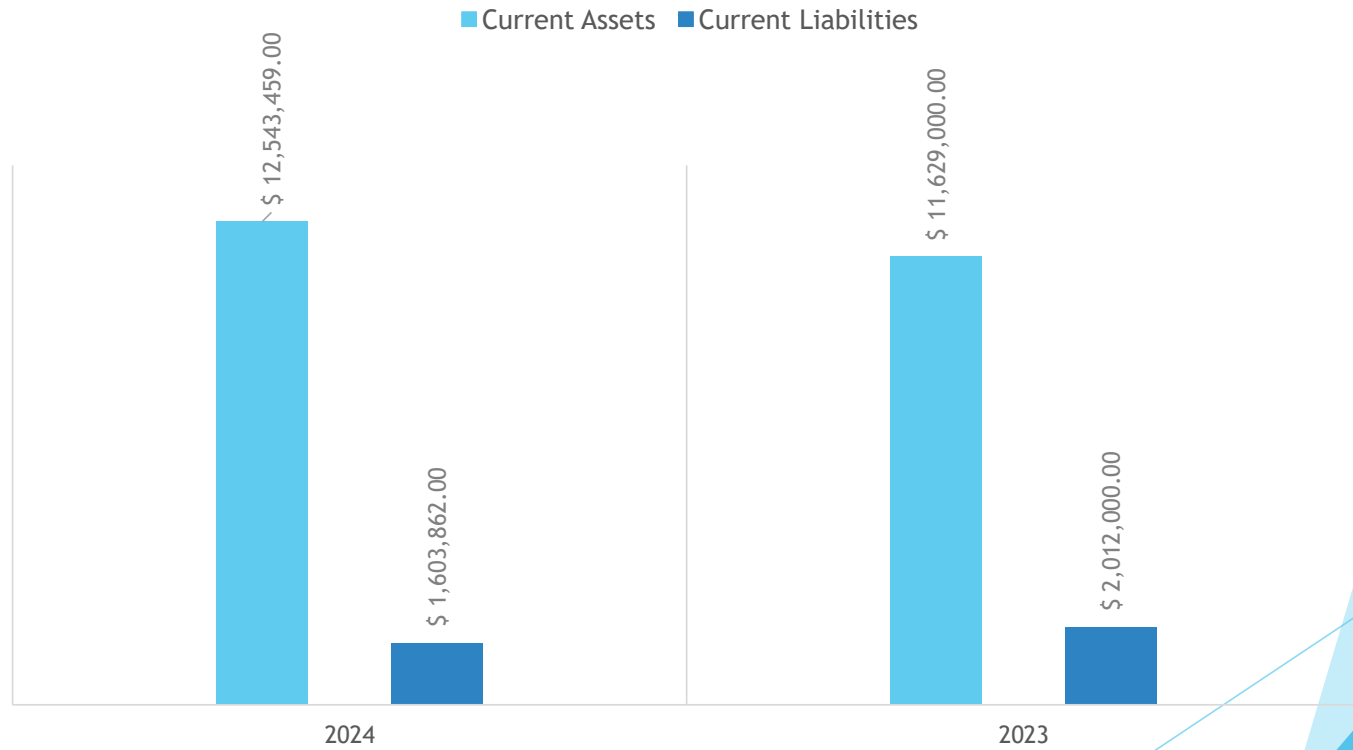
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Balance Sheet

BALANCE SHEET AS AT 31st March 2024	YTD Actuals \$	FY2022/2023	Note Reference*
ASSETS			
Cash at Bank			(1)
Tied Funds	4,559,823	9,418,000	
Untied Funds	3,290,936	3,160,000	
Accounts Receivable			
Trade Debtors	519,215	564,000	(2)
Rates & Charges Debtors	2,367,868	1,769,000	
Other Current Assets	1,805,617	80,000	
TOTAL CURRENT ASSETS	12,543,459	14,991,000	
Non-Current Financial Assets			
Property, Plant and Equipment	59,741,393	62,296,000	
TOTAL NON-CURRENT ASSETS	59,741,393	62,296,000	
TOTAL ASSETS	72,284,852	77,287,000	
LIABILITIES			
Accounts Payable	222,530	1,214,000	(3)
ATO & Payroll Liabilities	109,253	27,000	(4)
Current Provisions	1,210,893	794,000	
Other Current Liabilities	61,186	0	
TOTAL CURRENT LIABILITIES	1,603,862	2,035,000	
Non-Current Provisions	417,000	408,000	
Other Non-Current Liabilities	0	0	
TOTAL NON-CURRENT LIABILITIES	417,000	408,000	
TOTAL LIABILITIES	2,020,862	2,443,000	
NET ASSETS	70,263,991	74,844,000	
EQUITY			
Reserves	45,131,409	52,814,000	
Accumulated Surplus	25,132,582	22,030,000	
TOTAL EQUITY	70,263,991	74,844,000	

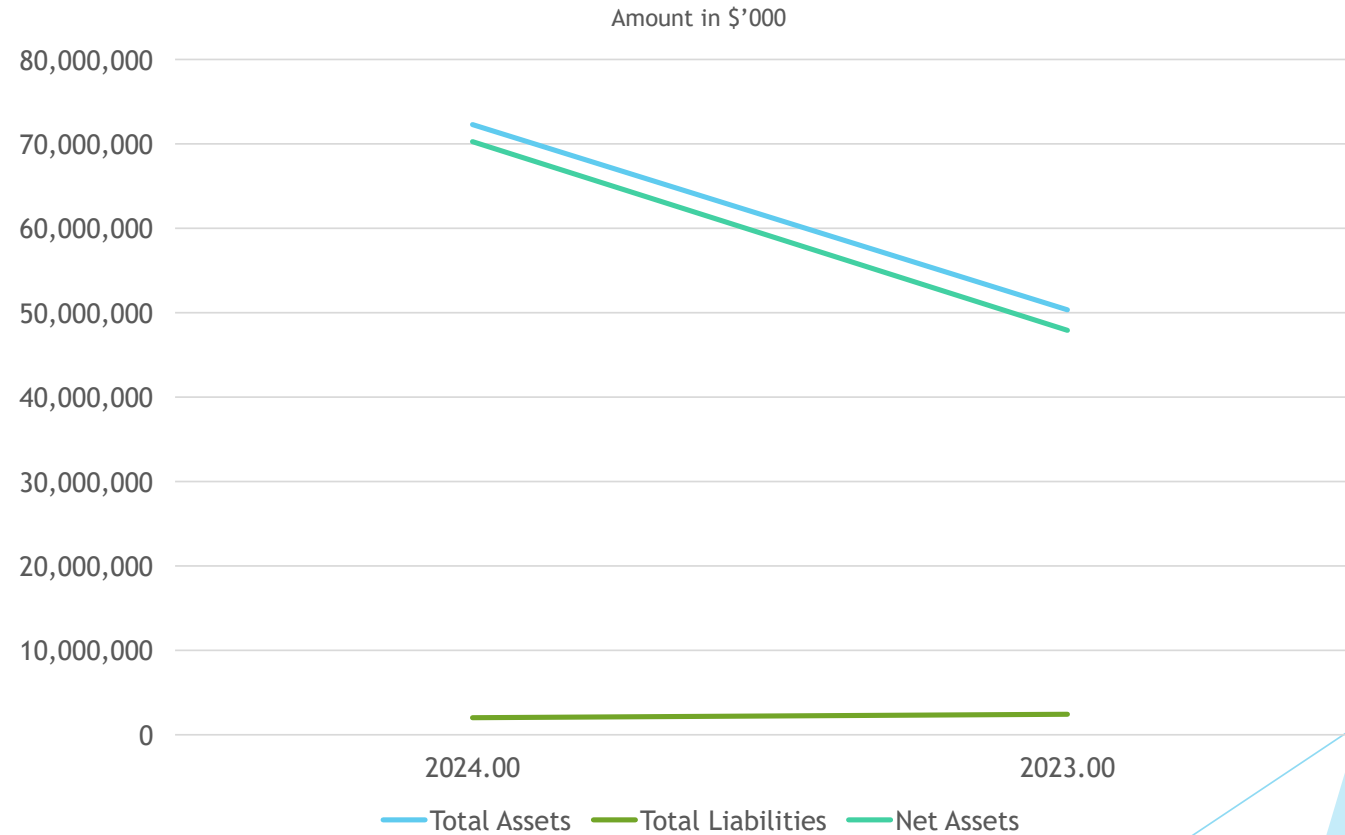


Able to pay its debts?



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Balance sheet trend



Key performance indicators

Liquidity Test (Working Capital Ratio)	Amount
Current Assets:	\$12,543,459.19
Current Liabilities:	\$1,603,861.68
Current Liquidity Ratio:	7.82
Quick Asset Ratio:	4.89
2022 Liquidity Ratio:	4.8

All purchase orders summary

Barkly Regional Council For the period 1 March 2024 to 31 March 2024

Source contains Purchase Order

ORDER NUMBER	INVOICE DATE	CONTACT	SOURCE	GROSS (AUD)	STATUS
BRC PO-2976	1 Mar 2024	Barkly Hardware JV Pty Ltd	Purchase Order	(61.95)	Billed
BRC PO-2977	1 Mar 2024	REPCO Alice Springs	Purchase Order	(286.75)	Approved
BRC PO-2981	1 Mar 2024	REPCO Alice Springs	Purchase Order	(155.45)	Approved
BRC PO-2982	1 Mar 2024	Safetycare Australia Pty Ltd	Purchase Order	(4,345.00)	Approved
BRC PO-2983	1 Mar 2024	BJ Trading & Hire	Purchase Order	(415.70)	Billed
BRC PO-2984	1 Mar 2024	BJ Trading & Hire	Purchase Order	(500.00)	Approved
BRC PO-2986	1 Mar 2024	eMerge IT Solutions	Purchase Order	(3,032.00)	Approved
BRC PO-2988	1 Mar 2024	Peter Holt	Purchase Order	(7,733.00)	Approved
BRC PO-3007	1 Mar 2024	GK Building Contractors Pty Ltd	Purchase Order	(720.00)	Approved
BRC PO-2980	1 Mar 2024	Tennant and District Times	Purchase Order	(17,600.00)	Approved
BRC PO-3001	3 Mar 2024	Jalbu Service Pty Ltd	Purchase Order	(702.24)	Approved
BRC PO-2987	4 Mar 2024	Russ Engineering Pty Ltd	Purchase Order	(239.35)	Approved
BRC PO-2989	4 Mar 2024	Central Fruit & Vegetable Wholesalers	Purchase Order	(226.55)	Billed
BRC PO-2990	4 Mar 2024	Independent Grocers Alice Springs	Purchase Order	(569.96)	Approved
BRC PO-2991	4 Mar 2024	Milner Meat & Seafood	Purchase Order	(323.98)	Billed
BRC PO-2992	4 Mar 2024	Central Desert Transport	Purchase Order	(420.45)	Billed
BRC PO-2993	4 Mar 2024	Arlparra Aboriginal Corporation	Purchase Order	(400.00)	Billed
BRC PO-2994	4 Mar 2024	Tennant Food Barn - IGA Tennant Creek	Purchase Order	(199.68)	Billed
BRC PO-2995	4 Mar 2024	BP Complex Tennant Creek	Purchase Order	(143.97)	Deleted
BRC PO-2999	4 Mar 2024	Dynasdy Pty Ltd	Purchase Order	(9,046.69)	Billed
BRC PO-3000	4 Mar 2024	Wetenngerr Store	Purchase Order	(176.19)	Billed
BRC PO-3002	4 Mar 2024	The Big Mower (NT) Pty Ltd	Purchase Order	(551.00)	Approved
BRC PO-3003	4 Mar 2024	Desert Palms Alice Springs	Purchase Order	(660.00)	Billed
BRC PO-3006	4 Mar 2024	Tennant Food Barn - IGA Tennant Creek	Purchase Order	(536.22)	Billed
BRC PO-3013	4 Mar 2024	Remote Concrete NT	Purchase Order	(1,287.00)	Approved
BRC PO-3026	4 Mar 2024	Jones Meat Katherine	Purchase Order	(936.40)	Approved
BRC PO-3027	4 Mar 2024	Independent Grocers Darwin1	Purchase Order	(817.77)	Approved
BRC PO-3028	4 Mar 2024	Katherine Fresh Fruit & Veg Market	Purchase Order	(200.00)	Approved
BRC PO-3029	4 Mar 2024	Neil Mansell Transport Pty Ltd	Purchase Order	(272.73)	Approved
BRC PO-3049	4 Mar 2024	Kmart Alice Springs	Purchase Order	(133.00)	Approved
BRC PO-3050	4 Mar 2024	Outback Outfitters	Purchase Order	(2,499.75)	Approved
BRC PO-3076	4 Mar 2024	Phillips Earthmoving	Purchase Order	(594.00)	Approved
BRC PO-3305	4 Mar 2024	Kulumindini Cleaning Services	Purchase Order	(650.00)	Billed

All purchase orders summary

BRC PO-3393	4 Mar 2024	Lombarde Builders Pty Ltd	Purchase Order	(2,475.00)	Billed
BRC PO-2996	4 Mar 2024	Tennant Food Barn - IGA Tennant Creek	Purchase Order	(150.00)	Deleted
BRC PO-2997	4 Mar 2024	Tennant Food Barn - IGA Tennant Creek	Purchase Order	(414.36)	Billed
BRC PO-3005	4 Mar 2024	Australia Post Tennant Creek	Purchase Order	(243.08)	Approved
BRC PO-3048	4 Mar 2024	Greyhound Australia Pty Ltd	Purchase Order	(100.00)	Approved
BRC PO-3004	5 Mar 2024	Bluestone Motor Inn	Purchase Order	(1,150.00)	Approved
BRC PO-3008	5 Mar 2024	Rebecca Cambrell	Purchase Order	(750.00)	Approved
BRC PO-3014	5 Mar 2024	Lombarde Builders Pty Ltd	Purchase Order	(972.40)	Billed
BRC PO-3015	5 Mar 2024	GK Building Contractors Pty Ltd	Purchase Order	(600.00)	Billed
BRC PO-3016	5 Mar 2024	Elkira Court Hotel	Purchase Order	(540.00)	Billed
BRC PO-3009	6 Mar 2024	Tennant Creek Tyre Centre (Bridgestone)	Purchase Order	(230.00)	Approved
BRC PO-3010	6 Mar 2024	Jacal Tint & Automotive	Purchase Order	(481.80)	Approved
BRC PO-3011	6 Mar 2024	Jacal Tint & Automotive	Purchase Order	(1,146.40)	Approved
BRC PO-3012	6 Mar 2024	Eagers NT Pty Ltd t/a Alice Springs Toyota	Purchase Order	(630.89)	Approved
BRC PO-3017	6 Mar 2024	Central Fruit & Vegetable Wholesalers	Purchase Order	(565.35)	Approved
BRC PO-3019	6 Mar 2024	Milner Meat & Seafood	Purchase Order	(892.83)	Approved
BRC PO-3020	6 Mar 2024	Independent Grocers Alice Springs	Purchase Order	(1,230.63)	Billed
BRC PO-3021	6 Mar 2024	Independent Grocers Darwin1	Purchase Order	(1,665.30)	Billed
BRC PO-3022	6 Mar 2024	Neil Mansell Transport Pty Ltd	Purchase Order	(500.00)	Approved
BRC PO-3024	6 Mar 2024	Arparr Aboriginal Corporation	Purchase Order	(800.00)	Billed
BRC PO-3025	6 Mar 2024	Katherine Fresh Fruit & Veg Market	Purchase Order	(589.50)	Billed
BRC PO-3030	6 Mar 2024	Hastings Deering Australia Ltd	Purchase Order	(324.04)	Billed
BRC PO-3031	6 Mar 2024	Multispares	Purchase Order	(142.22)	Approved
BRC PO-3034	6 Mar 2024	Tennant Food Barn - IGA Tennant Creek	Purchase Order	(741.48)	Billed
BRC PO-3043	6 Mar 2024	Tsavaris Mobile Mechanical Repairs	Purchase Order	(726.00)	Approved
BRC PO-3045	6 Mar 2024	Tennant Creek Tyre Centre (Bridgestone)	Purchase Order	(260.00)	Billed
BRC PO-3046	6 Mar 2024	Barkly Hardware JV Pty Ltd	Purchase Order	(199.28)	Approved
BRC PO-3047	6 Mar 2024	Mirrirri Store	Purchase Order	(117.73)	Billed
BRC PO-3054	6 Mar 2024	POVEY STIRK LAWYERS & NOTARIES	Purchase Order	(5,332.85)	Billed
BRC PO-3062	6 Mar 2024	No Worries Gardening Service Nursery	Purchase Order	(434.00)	Billed
BRC PO-3064	6 Mar 2024	Council Biz	Purchase Order	(16,417.67)	Approved
BRC PO-3075	6 Mar 2024	Devils Marbles Hotel	Purchase Order	(1,289.82)	Approved
BRC PO-3092	6 Mar 2024	Tennant Food Barn - IGA Tennant Creek	Purchase Order	(347.71)	Billed
BRC PO-3018	6 Mar 2024	Central Desert Transport	Purchase Order	(630.68)	Approved
BRC PO-3023	6 Mar 2024	Jones Meat Katherine	Purchase Order	(703.70)	Approved
BRC PO-3032	6 Mar 2024	Canteen Creek Community Store	Purchase Order	(300.00)	Billed

All purchase orders summary

BRC PO-3044	6 Mar 2024	Tennant Food Barn - IGA Tennant Creek	Purchase Order	(171.38)	Approved
BRC PO-3211	6 Mar 2024	Seek Limited	Purchase Order	(258.50)	Billed
BRC PO-3033	7 Mar 2024	Warte Alparayetye Aboriginal Corporation	Purchase Order	(750.00)	Approved
BRC PO-3035	7 Mar 2024	Barkly Quality Butchers	Purchase Order	(743.96)	Billed
BRC PO-3037	7 Mar 2024	REPCO Alice Springs	Purchase Order	(25.85)	Billed
BRC PO-3039	7 Mar 2024	Jacal Tint & Automotive	Purchase Order	(1,066.40)	Approved
BRC PO-3041	7 Mar 2024	Tennant Creek Tyre Centre (Bridgestone)	Purchase Order	(850.00)	Billed
BRC PO-3042	7 Mar 2024	Airpower NT Pty Ltd	Purchase Order	(432.69)	Billed
BRC PO-3051	7 Mar 2024	Leading Edge Computers Tennant Creek	Purchase Order	(73.80)	Approved
BRC PO-3052	7 Mar 2024	No Worries Gardening Service Nursery	Purchase Order	(330.00)	Billed
BRC PO-3053	7 Mar 2024	The Elliott Store	Purchase Order	(123.88)	Approved
BRC PO-3057	7 Mar 2024	Remote Area Group	Purchase Order	(1,497.59)	Approved
BRC PO-3058	7 Mar 2024	Remote Area Group	Purchase Order	(2,775.14)	Billed
BRC PO-3059	7 Mar 2024	Remote Area Group	Purchase Order	(1,497.59)	Approved
BRC PO-3061	7 Mar 2024	Tennant Creek Tyre Centre (Bridgestone)	Purchase Order	(850.00)	Billed
BRC PO-3068	7 Mar 2024	Tennant Food Barn - IGA Tennant Creek	Purchase Order	(498.81)	Billed
BRC PO-3069	7 Mar 2024	Warte Alparayetye Aboriginal Corporation	Purchase Order	(58.00)	Billed
BRC PO-3070	7 Mar 2024	Cameron/ Red Stone Plumbing & Gas	Purchase Order	(282.85)	Approved
BRC PO-3071	7 Mar 2024	Treshna Enterprises Limited	Purchase Order	(199.00)	Approved
BRC PO-3072	7 Mar 2024	Territory Technology Solutions	Purchase Order	(70.72)	Billed
BRC PO-3073	7 Mar 2024	Area9 Pty Ltd	Purchase Order	(1,544.40)	Approved
BRC PO-3074	7 Mar 2024	Allan Scott Builder	Purchase Order	(977.54)	Approved
BRC PO-3077	7 Mar 2024	Dexter Barnes	Purchase Order	(613.28)	Approved
BRC PO-3082	7 Mar 2024	Warte Alparayetye Aboriginal Corporation	Purchase Order	(195.89)	Billed
BRC PO-3036	7 Mar 2024	Eagers NT Pty Ltd t/a Alice Springs Toyota	Purchase Order	(480.94)	Billed
BRC PO-3038	7 Mar 2024	REPCO Alice Springs	Purchase Order	(1,881.75)	Billed
BRC PO-3040	7 Mar 2024	Remote Area Group	Purchase Order	(3,494.68)	Approved
BRC PO-3060	7 Mar 2024	Remote Area Group	Purchase Order	(3,550.61)	Billed
BRC PO-3056	8 Mar 2024	Peter Holt	Purchase Order	(8,730.15)	Approved
BRC PO-3066	8 Mar 2024	Tennant Food Barn - IGA Tennant Creek	Purchase Order	(97.78)	Billed
BRC PO-3067	8 Mar 2024	Electricon Contracting	Purchase Order	(739.65)	Approved
BRC PO-3078	8 Mar 2024	Mead Perry Group Pty Ltd	Purchase Order	(16,500.00)	Approved
BRC PO-3079	8 Mar 2024	RDO Equipment Pty Ltd	Purchase Order	(281.11)	Billed
BRC PO-3080	8 Mar 2024	Desert Palms Alice Springs	Purchase Order	(180.00)	Billed
BRC PO-3081	8 Mar 2024	Bluestone Motor Inn	Purchase Order	(230.00)	Billed
BRC PO-3083	8 Mar 2024	Eagers NT Pty Ltd t/a Alice Springs Toyota	Purchase Order	(156.93)	Billed
BRC PO-3088	8 Mar 2024	Fuji Xerox Business Centre NT	Purchase Order	(104.52)	Approved
BRC PO-3089	8 Mar 2024	Barkly Plumbing Services	Purchase Order	(963.46)	Approved
BRC PO-3090	8 Mar 2024	Tony Michael Watson	Purchase Order	(300.00)	Approved

All purchase orders summary

BRC PO-3091	8 Mar 2024	Barkly Plumbing Services	Purchase Order	(1,066.71)	Approved
BRC PO-3097	8 Mar 2024	Council Biz	Purchase Order	(6,336.00)	Approved
BRC PO-3210	8 Mar 2024	Tennant and District Times	Purchase Order	(440.00)	Billed
BRC PO-3499	8 Mar 2024	Barkly Hardware JV Pty Ltd	Purchase Order	(5.95)	Billed
BRC PO-3065	8 Mar 2024	Tennant Creek Tyre Centre (Bridgestone)	Purchase Order	(912.00)	Billed
BRC PO-3084	11 Mar 2024	Tennant Food Barn - IGA Tennant Creek	Purchase Order	(499.84)	Billed
BRC PO-3085	11 Mar 2024	REPCO Alice Springs	Purchase Order	(474.19)	Billed
BRC PO-3087	11 Mar 2024	Kurundi Station Pty Ltd	Purchase Order	(240.00)	Approved
BRC PO-3094	11 Mar 2024	QANTAS AIRWAYS LTD	Purchase Order	(14,950.86)	Billed
BRC PO-3095	11 Mar 2024	Jacal Tint & Automotive	Purchase Order	(675.50)	Approved
BRC PO-3096	11 Mar 2024	Leading Edge Computers Tennant Creek	Purchase Order	(2,067.65)	Approved
BRC PO-3098	11 Mar 2024	Eagers NT Pty Ltd t/a Alice Springs Toyota	Purchase Order	(1,333.52)	Approved
BRC PO-3108	11 Mar 2024	Bluestone Motor Inn	Purchase Order	(230.00)	Billed
BRC PO-3109	11 Mar 2024	Leading Edge Computers Tennant Creek	Purchase Order	(1,698.00)	Approved
BRC PO-3113	11 Mar 2024	Electricon Contracting	Purchase Order	(739.65)	Billed
BRC PO-3126	11 Mar 2024	Harvey Developments (NT) Pty Ltd	Purchase Order	(10,401.19)	Billed
BRC PO-3133	11 Mar 2024	Harvey Developments (NT) Pty Ltd	Purchase Order	(9,753.04)	Billed
BRC PO-3376	11 Mar 2024	Council Biz	Purchase Order	(127,168.90)	Billed
BRC PO-3086	11 Mar 2024	Barkly Regional Arts Inc	Purchase Order	(2,500.00)	Billed
BRC PO-3093	11 Mar 2024	Council Biz	Purchase Order	(6,336.00)	Approved
BRC PO-3125	11 Mar 2024	Think Water Alice Springs	Purchase Order	(1,352.02)	Approved
BRC PO-3100	12 Mar 2024	Aherrenge Community Store Inc	Purchase Order	(199.16)	Billed
BRC PO-3103	12 Mar 2024	Central Fruit & Vegetable Wholesalers	Purchase Order	(676.08)	Billed
BRC PO-3104	12 Mar 2024	Independent Grocers Alice Springs	Purchase Order	(2,543.45)	Approved
BRC PO-3105	12 Mar 2024	MaxiPARTS Operations	Purchase Order	(247.70)	Billed
BRC PO-3118	12 Mar 2024	F.M.A. Contracting PTY LTD	Purchase Order	(971.30)	Billed
BRC PO-3119	12 Mar 2024	Electricon Contracting	Purchase Order	(2,213.45)	Billed
BRC PO-3120	12 Mar 2024	Territory Pest Control	Purchase Order	(2,592.84)	Approved
BRC PO-3121	12 Mar 2024	Barkly Plumbing Services	Purchase Order	(3,252.23)	Billed
BRC PO-3124	12 Mar 2024	STENHOJ AUSTRALIA	Purchase Order	(15,752.00)	Billed
BRC PO-3153	12 Mar 2024	Stanes Transport NT Pty Ltd	Purchase Order	(554.40)	Approved
BRC PO-3154	12 Mar 2024	Milner Meat & Seafood	Purchase Order	(604.04)	Billed
BRC PO-3155	12 Mar 2024	Central Fruit & Vegetable Wholesalers	Purchase Order	(284.99)	Billed
BRC PO-3156	12 Mar 2024	Independent Grocers Alice Springs	Purchase Order	(1,990.42)	Billed
BRC PO-3157	12 Mar 2024	Central Desert Transport	Purchase Order	(315.34)	Billed
BRC PO-3158	12 Mar 2024	Springs Cleaning Supplies	Purchase Order	(431.97)	Billed
BRC PO-3178	12 Mar 2024	Tsavaris Mobile Mechanical Repairs	Purchase Order	(484.00)	Approved
BRC PO-3228	12 Mar 2024	Seek Limited	Purchase Order	(346.50)	Billed

All purchase orders summary

BRC PO-3347	12 Mar 2024	Wurth Australia Pty Ltd	Purchase Order	(3,741.21)	Approved
BRC PO-3099	12 Mar 2024	Aherrenge Community Store Inc	Purchase Order	(200.00)	Billed
BRC PO-3101	12 Mar 2024	Central Desert Transport	Purchase Order	(1,036.36)	Approved
BRC PO-3102	12 Mar 2024	Milner Meat & Seafood	Purchase Order	(1,127.03)	Billed
BRC PO-3106	12 Mar 2024	Urapuntja Aboriginal Corporation	Purchase Order	(300.00)	Approved
BRC PO-3107	12 Mar 2024	Eagers NT Pty Ltd t/a Alice Springs Toyota	Purchase Order	(1,466.87)	Billed
BRC PO-3122	12 Mar 2024	Barkly Plumbing Services	Purchase Order	(3,252.23)	Billed
BRC PO-3123	12 Mar 2024	Forklift Solutions Pty Ltd	Purchase Order	(6,203.67)	Approved
BRC PO-3110	13 Mar 2024	Tennant Food Barn - IGA Tennant Creek	Purchase Order	(25.00)	Deleted
BRC PO-3111	13 Mar 2024	Wetenngerr Store	Purchase Order	(24.00)	Billed
BRC PO-3112	13 Mar 2024	Fluid Power NT Pty Ltd	Purchase Order	(395.85)	Billed
BRC PO-3114	13 Mar 2024	Treshna Enterprises Limited	Purchase Order	(199.00)	Billed
BRC PO-3115	13 Mar 2024	TOTAL TOOLS DARWIN	Purchase Order	(1,794.00)	Billed
BRC PO-3116	13 Mar 2024	Neil Mansell Transport Pty Ltd	Purchase Order	(218.40)	Billed
BRC PO-3117	13 Mar 2024	Diesel Pipes Alice Springs Pty Ltd	Purchase Order	(7,252.93)	Billed
BRC PO-3127	13 Mar 2024	Outback Outfitters	Purchase Order	(462.00)	Billed
BRC PO-3138	13 Mar 2024	FUJIFILM Business Innovation Australia Pty Ltd	Purchase Order	(1,959.89)	Approved
BRC PO-3139	13 Mar 2024	Fuji Xerox Business Centre NT	Purchase Order	(374.80)	Billed
BRC PO-3141	13 Mar 2024	Barkly Hardware JV Pty Ltd	Purchase Order	(1,376.37)	Billed
BRC PO-3142	13 Mar 2024	Barkly Hardware JV Pty Ltd	Purchase Order	(35.70)	Billed
BRC PO-3146	13 Mar 2024	Tennant Food Barn - IGA Tennant Creek	Purchase Order	(245.63)	Billed
BRC PO-3147	13 Mar 2024	Barkly Hardware JV Pty Ltd	Purchase Order	(61.95)	Approved
BRC PO-3166	13 Mar 2024	ANSON Management Consulting	Purchase Order	(43,906.23)	Approved
BRC PO-3192	13 Mar 2024	Seek Limited	Purchase Order	(401.50)	Billed
BRC PO-3193	13 Mar 2024	Harvey Norman Furniture Alice Springs	Purchase Order	(999.00)	Billed
BRC PO-3128	13 Mar 2024	MaxiPARTS Operations	Purchase Order	(235.72)	Billed
BRC PO-3129	13 Mar 2024	Junction 8 Pty Ltd / Lone Star Service Station	Purchase Order	(300.00)	Billed
BRC PO-3130	13 Mar 2024	Leading Edge Computers Tennant Creek	Purchase Order	(255.00)	Billed
BRC PO-3131	13 Mar 2024	eMerge IT Solutions	Purchase Order	(450.22)	Billed
BRC PO-3132	13 Mar 2024	Tennant Food Barn - IGA Tennant Creek	Purchase Order	(1,000.00)	Billed
BRC PO-3143	13 Mar 2024	FUJIFILM Business Innovation Australia Pty Ltd	Purchase Order	(66.00)	Approved
BRC PO-3149	13 Mar 2024	Warte Alparayetye Aboriginal Corporation	Purchase Order	(54.40)	Billed
BRC PO-3150	13 Mar 2024	Urapuntja Aboriginal Corporation	Purchase Order	(1,100.00)	Billed
BRC PO-3151	13 Mar 2024	The Personnel Risk Management Group P/L	Purchase Order	(145.20)	Billed
BRC PO-3152	13 Mar 2024	Fast Ass Couriers	Purchase Order	(85.01)	Billed

All purchase orders summary

BRC PO-3177	13 Mar 2024	Tsavaris Mobile Mechanical Repairs	Purchase Order	(880.00)	Billed
BRC PO-3134	14 Mar 2024	Tennant Food Barn - IGA Tennant Creek	Purchase Order	(496.39)	Billed
BRC PO-3135	14 Mar 2024	BP Complex Tennant Creek	Purchase Order	(278.03)	Billed
BRC PO-3136	14 Mar 2024	Airpower NT Pty Ltd	Purchase Order	(2,363.74)	Billed
BRC PO-3137	14 Mar 2024	Tennant Creek Tyre Centre (Bridgestone)	Purchase Order	(100.00)	Billed
BRC PO-3145	14 Mar 2024	ALICE CENTA NO 2 TRUST HARVEY NORMAN AV/IT ALICESPRINGS (Computer & Electrical)	Purchase Order	(3,588.00)	Billed
BRC PO-3148	14 Mar 2024	CoolDrive Auto Parts	Purchase Order	(2,451.32)	Approved
BRC PO-3159	14 Mar 2024	Bluestone Motor Inn	Purchase Order	(230.00)	Billed
BRC PO-3160	14 Mar 2024	Aherrenge Community Store Inc	Purchase Order	(499.84)	Billed
BRC PO-3161	14 Mar 2024	Aherrenge Community Store Inc	Purchase Order	(300.00)	Billed
BRC PO-3171	14 Mar 2024	Chartair Pty Ltd	Purchase Order	(6,010.00)	Billed
BRC PO-3174	14 Mar 2024	Tsavaris Mobile Mechanical Repairs	Purchase Order	(110.00)	Billed
BRC PO-3175	14 Mar 2024	Milner Meat & Seafood	Purchase Order	(1,736.18)	Approved
BRC PO-3176	14 Mar 2024	Independent Grocers Alice Springs	Purchase Order	(1,468.56)	Billed
BRC PO-3179	14 Mar 2024	Tsavaris Mobile Mechanical Repairs	Purchase Order	(605.00)	Billed
BRC PO-3180	14 Mar 2024	AJ Couriers and Haulage	Purchase Order	(253.00)	Billed
BRC PO-3181	14 Mar 2024	GK Building Contractors Pty Ltd	Purchase Order	(680.00)	Billed
BRC PO-3182	14 Mar 2024	Australia Post Alpururulam	Purchase Order	(146.00)	Billed
BRC PO-3183	14 Mar 2024	Springs Cleaning Supplies	Purchase Order	(663.01)	Billed
BRC PO-3186	14 Mar 2024	Wetenngerr Store	Purchase Order	(200.00)	Approved
BRC PO-3188	14 Mar 2024	Felicity Wardle Sole Trader	Purchase Order	(1,950.00)	Billed
BRC PO-3189	14 Mar 2024	Bunnings - Alice Springs	Purchase Order	(216.81)	Approved
BRC PO-3190	14 Mar 2024	GK Building Contractors Pty Ltd	Purchase Order	(5,236.70)	Approved
BRC PO-3194	14 Mar 2024	Dexter Barnes	Purchase Order	(800.00)	Approved
BRC PO-3209	14 Mar 2024	Tennant and District Times	Purchase Order	(880.00)	Billed
BRC PO-3144	14 Mar 2024	Tennant Food Barn - IGA Tennant Creek	Purchase Order	(500.00)	Deleted
BRC PO-3172	14 Mar 2024	Central Fruit & Vegetable Wholesalers	Purchase Order	(683.87)	Billed
BRC PO-3173	14 Mar 2024	Tsavaris Mobile Mechanical Repairs	Purchase Order	(440.00)	Billed
BRC PO-3191	14 Mar 2024	Bunnings Group Limited - Mt Isa	Purchase Order	(1,000.00)	Approved
BRC PO-3195	14 Mar 2024	Nexia Edwards Marshall NT	Purchase Order	(790.90)	Approved
BRC PO-3164	15 Mar 2024	Barkly Hardware JV Pty Ltd	Purchase Order	(382.65)	Billed
BRC PO-3165	15 Mar 2024	Independent Grocers Alice Springs	Purchase Order	(2,297.39)	Billed
BRC PO-3167	15 Mar 2024	Butterworth Brood Pty Ltd	Purchase Order	(1,358.96)	Billed
BRC PO-3168	15 Mar 2024	Barkly Plumbing Services	Purchase Order	(2,920.75)	Billed
BRC PO-3170	15 Mar 2024	REPCO Alice Springs	Purchase Order	(2,367.23)	Billed

All purchase orders summary

BRC PO-3184	15 Mar 2024	Tennant Food Barn - IGA Tennant Creek	Purchase Order	(441.11)	Billed
BRC PO-3185	15 Mar 2024	Warrabri Bakery	Purchase Order	(50.00)	Approved
BRC PO-3196	15 Mar 2024	Bike & Rider Pty Ltd	Purchase Order	(2,696.00)	Approved
BRC PO-3197	15 Mar 2024	Dexter Barnes	Purchase Order	(2,306.75)	Billed
BRC PO-3198	15 Mar 2024	Enterprise Electrics (NT) Pty Ltd	Purchase Order	(369.00)	Billed
BRC PO-3199	15 Mar 2024	BP Complex Tennant Creek	Purchase Order	(143.97)	Billed
BRC PO-3201	15 Mar 2024	Toyota Material Handling Australia Pty Ltd	Purchase Order	(26.44)	Billed
BRC PO-3202	15 Mar 2024	Dexter Barnes	Purchase Order	(1,493.73)	Billed
BRC PO-3205	15 Mar 2024	Peter Holt	Purchase Order	(6,939.35)	Approved
BRC PO-3162	15 Mar 2024	Barkly Hardware JV Pty Ltd	Purchase Order	(47.50)	Billed
BRC PO-3163	15 Mar 2024	Barkly Hardware JV Pty Ltd	Purchase Order	(273.65)	Billed
BRC PO-3187	15 Mar 2024	Barkly Hardware JV Pty Ltd	Purchase Order	(93.20)	Billed
BRC PO-3200	15 Mar 2024	Mahuta Construction	Purchase Order	(3,355.00)	Billed
BRC PO-3203	18 Mar 2024	KMart Australia Ltd - Mt Isa	Purchase Order	(500.00)	Approved
BRC PO-3204	18 Mar 2024	MaxiPARTS Operations	Purchase Order	(1,152.64)	Billed
BRC PO-3208	18 Mar 2024	Eagers NT Pty Ltd t/a Alice Springs Toyota	Purchase Order	(2,818.48)	Billed
BRC PO-3212	18 Mar 2024	Devils Marbles Hotel	Purchase Order	(693.00)	Approved
BRC PO-3213	18 Mar 2024	Independent Grocers Alice Springs	Purchase Order	(2,739.05)	Approved
BRC PO-3214	18 Mar 2024	Jones Meat Katherine	Purchase Order	(2,003.32)	Approved
BRC PO-3215	18 Mar 2024	Katherine Fresh Fruit & Veg Market	Purchase Order	(1,179.00)	Approved
BRC PO-3216	18 Mar 2024	Neil Mansell Transport Pty Ltd	Purchase Order	(1,000.00)	Approved
BRC PO-3217	18 Mar 2024	Arlparra Aboriginal Corporation	Purchase Order	(99.90)	Billed
BRC PO-3218	18 Mar 2024	Milner Meat & Seafood	Purchase Order	(1,113.35)	Billed
BRC PO-3219	18 Mar 2024	Central Fruit & Vegetable Wholesalers	Purchase Order	(622.67)	Billed
BRC PO-3220	18 Mar 2024	Central Desert Transport	Purchase Order	(1,036.36)	Approved
BRC PO-3222	18 Mar 2024	Our Town & Country Office National	Purchase Order	(479.40)	Approved
BRC PO-3223	18 Mar 2024	Milner Meat & Seafood	Purchase Order	(2,325.06)	Billed
BRC PO-3224	18 Mar 2024	Central Fruit & Vegetable Wholesalers	Purchase Order	(629.55)	Billed
BRC PO-3225	18 Mar 2024	Central Desert Transport	Purchase Order	(735.79)	Billed
BRC PO-3226	18 Mar 2024	Central Desert Transport	Purchase Order	(630.68)	Billed
BRC PO-3227	18 Mar 2024	Alice Hospitality Supplies	Purchase Order	(359.13)	Approved
BRC PO-3229	18 Mar 2024	Springs Cleaning Supplies	Purchase Order	(443.80)	Approved
BRC PO-3230	18 Mar 2024	Springs Cleaning Supplies	Purchase Order	(443.80)	Billed
BRC PO-3231	18 Mar 2024	Springs Cleaning Supplies	Purchase Order	(443.80)	Approved
BRC PO-3232	18 Mar 2024	Desert Palms Alice Springs	Purchase Order	(540.00)	Billed
BRC PO-3233	18 Mar 2024	Tennant Creek Tyre Centre (Bridgestone)	Purchase Order	(230.00)	Billed
BRC PO-3234	18 Mar 2024	Independent Grocers Darwin1	Purchase Order	(3,330.60)	Approved

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BRC PO-3235	18 Mar 2024	Independent Grocers Alice Springs	Purchase Order	(3,495.82)	Billed
BRC PO-3236	18 Mar 2024	Remote Area Group	Purchase Order	(2,626.25)	Billed
BRC PO-3238	18 Mar 2024	Our Town & Country Office National	Purchase Order	(674.37)	Billed
BRC PO-3239	18 Mar 2024	Our Town & Country Office National	Purchase Order	(258.47)	Billed
BRC PO-3240	18 Mar 2024	Bay Leaf Cafe	Purchase Order	(524.50)	Billed
BRC PO-3241	18 Mar 2024	Think Water Alice Springs	Purchase Order	(2,292.92)	Approved
BRC PO-3242	18 Mar 2024	Bay Leaf Cafe	Purchase Order	(438.50)	Billed
BRC PO-3243	18 Mar 2024	Aherrenge Community Store Inc	Purchase Order	(250.00)	Approved
BRC PO-3267	18 Mar 2024	Forklift Solutions Pty Ltd	Purchase Order	(7,920.00)	Approved
BRC PO-3283	18 Mar 2024	Seek Limited	Purchase Order	(357.50)	Billed
BRC PO-3206	18 Mar 2024	Bunnings Group Limited - Mt Isa	Purchase Order	(531.52)	Billed
BRC PO-3207	18 Mar 2024	ApprovalMax Germany GmbH	Purchase Order	(1,160.00)	Approved
BRC PO-3221	18 Mar 2024	Mirrirri Store	Purchase Order	(150.49)	Billed
BRC PO-3237	18 Mar 2024	Tennant Food Barn - IGA Tennant Creek	Purchase Order	(372.30)	Billed
BRC PO-3245	18 Mar 2024	Springs Cleaning Supplies	Purchase Order	(834.75)	Billed
BRC PO-3247	19 Mar 2024	Milner Meat & Seafood	Purchase Order	(431.47)	Billed
BRC PO-3248	19 Mar 2024	Central Fruit & Vegetable Wholesalers	Purchase Order	(264.26)	Billed
BRC PO-3249	19 Mar 2024	Central Desert Transport	Purchase Order	(258.00)	Approved
BRC PO-3250	19 Mar 2024	Tennant Food Barn - IGA Tennant Creek	Purchase Order	(473.60)	Billed
BRC PO-3253	19 Mar 2024	Officeworks Darwin	Purchase Order	(140.68)	Approved
BRC PO-3254	19 Mar 2024	Tennant Creek Tyre Centre (Bridgestone)	Purchase Order	(210.00)	Billed
BRC PO-3255	19 Mar 2024	RDO Equipment Pty Ltd	Purchase Order	(670.14)	Billed
BRC PO-3257	19 Mar 2024	Aviassist Pty Ltd	Purchase Order	(524.95)	Billed
BRC PO-3258	19 Mar 2024	RDO Equipment Pty Ltd	Purchase Order	(325.15)	Billed
BRC PO-3259	19 Mar 2024	Barkly Hardware JV Pty Ltd	Purchase Order	(6.95)	Billed
BRC PO-3261	19 Mar 2024	Independent Grocers Darwin1	Purchase Order	(962.27)	Approved
BRC PO-3262	19 Mar 2024	Katherine Fresh Fruit & Veg Market	Purchase Order	(319.20)	Billed
BRC PO-3263	19 Mar 2024	Jones Meat Katherine	Purchase Order	(400.00)	Approved
BRC PO-3264	19 Mar 2024	The Elliott Store	Purchase Order	(399.28)	Billed
BRC PO-3265	19 Mar 2024	Neil Mansell Transport Pty Ltd	Purchase Order	(300.00)	Approved
BRC PO-3266	19 Mar 2024	Phillips Earthmoving	Purchase Order	(13,750.00)	Billed
BRC PO-3271	19 Mar 2024	Tennant Food Barn - IGA Tennant Creek	Purchase Order	(28.90)	Billed
BRC PO-3272	19 Mar 2024	Tennant Food Barn - IGA Tennant Creek	Purchase Order	(30.09)	Billed
BRC PO-3273	19 Mar 2024	Tennant Food Barn - IGA Tennant Creek	Purchase Order	(26.26)	Billed
BRC PO-3275	19 Mar 2024	Tennant Food Barn - IGA Tennant Creek	Purchase Order	(29.47)	Billed
BRC PO-3276	19 Mar 2024	Butterworth Brood Pty Ltd	Purchase Order	(329.00)	Billed
BRC PO-3278	19 Mar 2024	Tennant Food Barn - IGA Tennant Creek	Purchase Order	(30.00)	Billed

All purchase orders summary

BRC PO-3342	19 Mar 2024	Bond and Bond Sharp	Purchase Order	(800.00)	Billed
BRC PO-3357	19 Mar 2024	Outback Outfitters	Purchase Order	(3,615.15)	Approved
BRC PO-3244	19 Mar 2024	Tennant Creek Tyre Centre (Bridgestone)	Purchase Order	(180.00)	Billed
BRC PO-3246	19 Mar 2024	Independent Grocers Alice Springs	Purchase Order	(564.10)	Approved
BRC PO-3251	19 Mar 2024	eMerge IT Solutions	Purchase Order	(837.00)	Approved
BRC PO-3256	19 Mar 2024	Fast Ass Couriers	Purchase Order	(91.87)	Billed
BRC PO-3260	19 Mar 2024	Arlparra Aboriginal Corporation	Purchase Order	(800.00)	Billed
BRC PO-3274	19 Mar 2024	Tennant Food Barn - IGA Tennant Creek	Purchase Order	(26.97)	Billed
BRC PO-3277	19 Mar 2024	Tennant Food Barn - IGA Tennant Creek	Purchase Order	(480.00)	Billed
BRC PO-3343	19 Mar 2024	Barnyard Trading Pty Ltd	Purchase Order	(1,271.40)	Billed
BRC PO-3397	19 Mar 2024	No Worries Gardening Service Nursery	Purchase Order	(465.00)	Approved
BRC PO-3268	20 Mar 2024	Katherine Sign Management	Purchase Order	(3,840.00)	Billed
BRC PO-3269	20 Mar 2024	eMerge IT Solutions	Purchase Order	(779.45)	Approved
BRC PO-3270	20 Mar 2024	Area9 Pty Ltd	Purchase Order	(20.24)	Billed
BRC PO-3279	20 Mar 2024	Tennant Creek Tyre Centre (Bridgestone)	Purchase Order	(826.00)	Billed
BRC PO-3280	20 Mar 2024	Barkly Wholesales	Purchase Order	(175.00)	Billed
BRC PO-3281	20 Mar 2024	Country Diesel Maintenance	Purchase Order	(875.60)	Approved
BRC PO-3282	20 Mar 2024	Tennant Creek Tyre Centre (Bridgestone)	Purchase Order	(1,040.00)	Billed
BRC PO-3286	20 Mar 2024	The Elliott Store	Purchase Order	(198.31)	Billed
BRC PO-3287	20 Mar 2024	The Elliott Store	Purchase Order	(207.07)	Billed
BRC PO-3289	20 Mar 2024	Tennant Creek Tyre Centre (Bridgestone)	Purchase Order	(340.00)	Billed
BRC PO-3290	20 Mar 2024	Leading Edge Computers Tennant Creek	Purchase Order	(416.95)	Billed
BRC PO-3291	20 Mar 2024	Monsterball Amusements	Purchase Order	(5,490.00)	Approved
BRC PO-3297	20 Mar 2024	Wetenngerr Store	Purchase Order	(200.00)	Approved
BRC PO-3302	20 Mar 2024	Keep Moving Pty Ltd	Purchase Order	(3,804.76)	Billed
BRC PO-3304	20 Mar 2024	Kulumindini Cleaning Services	Purchase Order	(650.00)	Billed
BRC PO-3307	20 Mar 2024	Warte Alparayetye Aboriginal Corporation	Purchase Order	(140.60)	Billed
BRC PO-3285	20 Mar 2024	MSC Freight	Purchase Order	(147.91)	Billed
BRC PO-3288	20 Mar 2024	The Elliott Store	Purchase Order	(299.15)	Billed
BRC PO-3300	20 Mar 2024	The Elliott Store	Purchase Order	(1,124.72)	Billed
BRC PO-3306	20 Mar 2024	Marano Enterprises (Miallo) Pty Ltd	Purchase Order	(4,189.20)	Billed
BRC PO-3292	21 Mar 2024	CoolDrive Auto Parts	Purchase Order	(425.92)	Approved
BRC PO-3293	21 Mar 2024	Dexter Barnes	Purchase Order	(1,384.91)	Billed
BRC PO-3294	21 Mar 2024	Canteen Creek Community Store	Purchase Order	(300.00)	Approved
BRC PO-3295	21 Mar 2024	Mirrirri Store	Purchase Order	(298.13)	Billed
BRC PO-3296	21 Mar 2024	Warte Alparayetye Aboriginal Corporation	Purchase Order	(384.00)	Billed
BRC PO-3298	21 Mar 2024	Urapuntja Aboriginal Corporation	Purchase Order	(1,796.17)	Billed
BRC PO-3301	21 Mar 2024	BP Complex Tennant Creek	Purchase Order	(85.10)	Billed

All purchase orders summary

BRC PO-3308	21 Mar 2024	Rebecca Cambrell	Purchase Order	(280.00)	Billed
BRC PO-3309	21 Mar 2024	Rebecca Cambrell	Purchase Order	(280.00)	Billed
BRC PO-3311	21 Mar 2024	Leading Edge Computers Tennant Creek	Purchase Order	(643.50)	Approved
BRC PO-3353	21 Mar 2024	Our Town & Country Office National	Purchase Order	(642.45)	Approved
BRC PO-3299	21 Mar 2024	Peter Holt	Purchase Order	(8,909.23)	Approved
BRC PO-3389	21 Mar 2024	CFO Part Time	Purchase Order	(1,054.90)	Billed
BRC PO-3303	22 Mar 2024	MaxiPARTS Operations	Purchase Order	(359.05)	Approved
BRC PO-3310	22 Mar 2024	Forklift Solutions Pty Ltd	Purchase Order	(6,203.67)	Approved
BRC PO-3312	22 Mar 2024	Wetenngerr Store	Purchase Order	(50.23)	Billed
BRC PO-3313	22 Mar 2024	Mirrirri Store	Purchase Order	(122.98)	Billed
BRC PO-3314	22 Mar 2024	CFO Part Time	Purchase Order	(1,054.90)	Billed
BRC PO-3315	22 Mar 2024	Canteen Creek Owairtilla Aboriginal Corporation	Purchase Order	(2,500.00)	Billed
BRC PO-3316	22 Mar 2024	Tsavaris Mobile Mechanical Repairs	Purchase Order	(363.00)	Billed
BRC PO-3317	22 Mar 2024	Wetenngerr Store	Purchase Order	(33.87)	Billed
BRC PO-3318	22 Mar 2024	Wetenngerr Store	Purchase Order	(199.08)	Billed
BRC PO-3319	22 Mar 2024	Wetenngerr Store	Purchase Order	(20.20)	Billed
BRC PO-3320	22 Mar 2024	Wetenngerr Store	Purchase Order	(23.76)	Billed
BRC PO-3321	22 Mar 2024	Sitemate Services Pty Ltd	Purchase Order	(8,019.00)	Billed
BRC PO-3322	22 Mar 2024	Tsavaris Mobile Mechanical Repairs	Purchase Order	(303.00)	Billed
BRC PO-3323	22 Mar 2024	Barkly Hardware JV Pty Ltd	Purchase Order	(64.50)	Billed
BRC PO-3325	22 Mar 2024	Barkly Hardware JV Pty Ltd	Purchase Order	(156.40)	Billed
BRC PO-3326	22 Mar 2024	Barkly Hardware JV Pty Ltd	Purchase Order	(27.90)	Billed
BRC PO-3327	22 Mar 2024	Barkly Hardware JV Pty Ltd	Purchase Order	(21.75)	Billed
BRC PO-3328	22 Mar 2024	Barkly Hardware JV Pty Ltd	Purchase Order	(65.70)	Billed
BRC PO-3329	22 Mar 2024	Forklift Solutions Pty Ltd	Purchase Order	(9,915.46)	Approved
BRC PO-3354	22 Mar 2024	Modern Teaching Aids Pty Ltd	Purchase Order	(963.33)	Approved
BRC PO-3362	22 Mar 2024	Seek Limited	Purchase Order	(346.50)	Billed
BRC PO-3284	22 Mar 2024	Tennant and District Times	Purchase Order	(880.00)	Approved
BRC PO-3324	22 Mar 2024	Barkly Hardware JV Pty Ltd	Purchase Order	(38.70)	Billed
BRC PO-3330	22 Mar 2024	Eagers NT Pty Ltd t/a Alice Springs Toyota	Purchase Order	(3,167.32)	Approved
BRC PO-3331	25 Mar 2024	The Elliott Store	Purchase Order	(93.92)	Approved
BRC PO-3332	25 Mar 2024	Mahuta Construction	Purchase Order	(176.00)	Billed
BRC PO-3334	25 Mar 2024	Mirrirri Store	Purchase Order	(150.00)	Approved
BRC PO-3336	25 Mar 2024	Electricon Contracting	Purchase Order	(739.86)	Billed
BRC PO-3338	25 Mar 2024	Fluid Power NT Pty Ltd	Purchase Order	(1,720.07)	Approved
BRC PO-3339	25 Mar 2024	Milner Meat & Seafood	Purchase Order	(646.24)	Billed
BRC PO-3340	25 Mar 2024	Independent Grocers Alice Springs	Purchase Order	(2,411.07)	Billed
BRC PO-3341	25 Mar 2024	Central Fruit & Vegetable Wholesalers	Purchase Order	(236.59)	Billed
BRC PO-3344	25 Mar 2024	The Elliott Store	Purchase Order	(2,452.11)	Billed

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BRC PO-3346	25 Mar 2024	Stanes Transport NT Pty Ltd	Purchase Order	(554.40)	Approved
BRC PO-3348	25 Mar 2024	CoolDrive Auto Parts	Purchase Order	(3,847.32)	Approved
BRC PO-3350	25 Mar 2024	Wurth Australia Pty Ltd	Purchase Order	(2,985.43)	Billed
BRC PO-3352	25 Mar 2024	Tony Michael Watson	Purchase Order	(300.00)	Billed
BRC PO-3355	25 Mar 2024	Tennant Food Barn - IGA Tennant Creek	Purchase Order	(167.48)	Billed
BRC PO-3356	25 Mar 2024	The Elliott Store	Purchase Order	(228.17)	Billed
BRC PO-3358	25 Mar 2024	Trustee for Spotlight Stores Trading Trust	Purchase Order	(250.40)	Approved
BRC PO-3363	25 Mar 2024	Glam Cleaning Contractors	Purchase Order	(1,485.00)	Billed
BRC PO-3333	25 Mar 2024	Mirrirri Store	Purchase Order	(146.41)	Billed
BRC PO-3335	25 Mar 2024	Tennant Food Barn - IGA Tennant Creek	Purchase Order	(499.56)	Billed
BRC PO-3337	25 Mar 2024	Neil Mansell Transport Pty Ltd	Purchase Order	(257.90)	Billed
BRC PO-3345	25 Mar 2024	Midland Caravan Park	Purchase Order	(239.14)	Billed
BRC PO-3349	26 Mar 2024	Aherrenge Community Store Inc	Purchase Order	(100.00)	Approved
BRC PO-3351	26 Mar 2024	Mahuta Construction	Purchase Order	(2,776.40)	Billed
BRC PO-3359	26 Mar 2024	Desert Palms Alice Springs	Purchase Order	(670.00)	Approved
BRC PO-3360	26 Mar 2024	Bunnings - Alice Springs	Purchase Order	(718.00)	Approved
BRC PO-3361	26 Mar 2024	Bay Leaf Cafe	Purchase Order	(578.00)	Billed
BRC PO-3368	26 Mar 2024	Toyota Material Handling Australia Pty Ltd	Purchase Order	(3,321.60)	Approved
BRC PO-3369	26 Mar 2024	Forklift Solutions Pty Ltd	Purchase Order	(4,620.00)	Billed
BRC PO-3377	26 Mar 2024	Jalbu Service Pty Ltd	Purchase Order	(702.24)	Billed
BRC PO-3398	26 Mar 2024	Tennant Food Barn - IGA Tennant Creek	Purchase Order	(250.00)	Billed
BRC PO-3364	26 Mar 2024	Desert Palms Alice Springs	Purchase Order	(2,700.00)	Billed
BRC PO-3365	27 Mar 2024	Country Diesel Maintenance	Purchase Order	(1,693.35)	Approved
BRC PO-3366	27 Mar 2024	Ross Engineering Pty Ltd	Purchase Order	(280.50)	Billed
BRC PO-3367	27 Mar 2024	REPCO Alice Springs	Purchase Order	(706.40)	Billed
BRC PO-3370	27 Mar 2024	Hastings Deering Australia Ltd	Purchase Order	(11,228.80)	Billed
BRC PO-3371	27 Mar 2024	Cameron/ Red Stone Plumbing & Gas	Purchase Order	(403.05)	Billed
BRC PO-3373	27 Mar 2024	Hastings Deering Australia Ltd	Purchase Order	(1,424.99)	Billed
BRC PO-3374	27 Mar 2024	Leading Edge Computers Tennant Creek	Purchase Order	(4,630.53)	Approved
BRC PO-3375	27 Mar 2024	Butterworth Brood Pty Ltd	Purchase Order	(3,248.00)	Billed
BRC PO-3379	27 Mar 2024	FUJIFILM Business Innovation Australia Pty Ltd	Purchase Order	(33.00)	Billed
BRC PO-3381	27 Mar 2024	Butterworth Brood Pty Ltd	Purchase Order	(49.99)	Billed
BRC PO-3382	27 Mar 2024	Our Town & Country Office National	Purchase Order	(580.93)	Approved
BRC PO-3384	27 Mar 2024	Desert Palms Alice Springs	Purchase Order	(690.00)	Approved
BRC PO-3396	27 Mar 2024	Dexter Barnes	Purchase Order	(3,622.40)	Billed
BRC PO-3503	27 Mar 2024	The Elliott Store	Purchase Order	(2,911.03)	Approved

All purchase orders summary

BRC PO-3372	27 Mar 2024	Tennant Food Barn - IGA Tennant Creek	Purchase Order	(491.68)	Billed
BRC PO-3380	27 Mar 2024	FUJIFILM Business Innovation Australia Pty Ltd	Purchase Order	(33.00)	Billed
BRC PO-3378	28 Mar 2024	Hastings Deering Australia Ltd	Purchase Order	(571.47)	Approved
BRC PO-3383	28 Mar 2024	Kurundi Station Pty Ltd	Purchase Order	(119.25)	Billed
BRC PO-3385	28 Mar 2024	Tsavaris Mobile Mechanical Repairs	Purchase Order	(726.00)	Billed
BRC PO-3386	28 Mar 2024	Eagers NT Pty Ltd t/a Alice Springs Toyota	Purchase Order	(385.77)	Approved
BRC PO-3387	28 Mar 2024	Mirnirri Store	Purchase Order	(492.67)	Billed
BRC PO-3388	28 Mar 2024	Mahuta Construction	Purchase Order	(1,243.00)	Billed
BRC PO-3392	28 Mar 2024	Lombarde Builders Pty Ltd	Purchase Order	(9,350.00)	Billed
BRC PO-3394	28 Mar 2024	Peter Holt	Purchase Order	(6,634.10)	Billed
BRC PO-3395	28 Mar 2024	Barkly Plumbing Services	Purchase Order	(921.07)	Billed
BRC PO-3410	28 Mar 2024	Aherrenge Community Store Inc	Purchase Order	(298.06)	Billed
BRC PO-3502	28 Mar 2024	Midland Caravan Park	Purchase Order	(79.81)	Approved
BRC PO-3390	28 Mar 2024	Urapuntja Aboriginal Corporation	Purchase Order	(1,100.00)	Billed
BRC PO-3391	28 Mar 2024	AJ Couriers and Haulage	Purchase Order	(506.00)	Billed
BRC PO-3451	31 Mar 2024	Dynasdy Pty Ltd	Purchase Order	(7,757.91)	Billed
BRC PO-3417	31 Mar 2024	Iron Mountain Australia Group Pty Ltd	Purchase Order	(223.85)	Billed
Total				(771,709.86)	

Grants Overview April 2024 Council Meeting

Grants Successful

ApplicationNumber	GrantName	AgencyName	Amount
	No New Notice		

Grants Applied

Date	GrantName/Project	AgencyName	Amount
	No Grants		

Grants Unsuccessful

Date	GrantName/Project	AgencyName	Amount
NA	No New Notice		

Future Grants

Date Closing	GrantName/Project	AgencyName	Amount
	NIAA New Jobs	NIAA	TBC
	Regional Precincts and Partnerships Program – Stream Precinct Development and Planning	Dept Infrastructure	\$500,000 minimum
28.2.24	CBF Major Grant	NTG	Up to \$250,000
25.2.24	CBF Minor Grant	NTG	Up to \$15,000

Grants Overview April 2024 Council Meeting

Grants Reporting Outstanding

ApplicationNumber	GrantName	AgencyName	ReportingType
AAI13100001	AAI 131 No Alcohol Drive In Movie Night in Alpururulam	Department of Health	Progress Report
AAI12600001	AAI 126 - Alpururulam Music Project	Department of Health	Performance Report
RSP00012	Remote Sport Program Annual Funding	Department of Health	Progress Report
PW202300037	AAI 441 - Ali Curung Cultural Bush Trips	Department of Health	Performance Report
BRD2100001	Delivery of Administrative Support for the Barkly Governance Table	Department of Health	Progress Report
AAI12900001	AAI 129 - Barkly Regional Council - AOD Diversion - Alpururulam - No Grog No Violence Softball Project	Department of Health	Progress Report
BARK00001	Barkly Regional Deal - Collaboration for Impact Workshop	Department of Health	Progress Report
2021PW00038	AAI 344 - Ampilatwatja Music and Events Project	Department of Health	Performance Report
CIGCPI00002	Tennant Creek - Cyber spots, safe seating and solar lighting	Department of Health	Performance Report
PW202200012	AAI 418 - The Circle of Creation: Walya Ngurpju Manu	Department of Territory Families, Housing and Communities	Delivery Materials
NTSPCG00065	Suicide Story in Elliott Community	Department of Health	Progress Report
2021PW00017	AAI 337 Alpururulam Bush Tucker Garden Project	Department of Health	Progress Report
2021PW00033	AAI 343 - Epenarra Men's Shed Refurbishment	Department of Health	Progress Report

Grants Overview April 2024 Council Meeting

2021PW00038	AAI 344 - Ampilatwatja Music and Events Project	Department of Health	Performance Report
2021PW00006	AAI 341 - Elliott Yarning Circle	Department of Health	Performance Report
2021PW00017	AAI 337 Alpururulam Bush Tucker Garden Project	Department of Health	Performance Report
AAI20600001	AAI 206 - Multimedia and Music Workshops	Department of Health	Performance Report

Financial Acquittals for the AAI's are also outstanding due to the projects not being completed.

8 CORPORATE SERVICES DIRECTORATE REPORTS

Corporate Services Directorate Reports

8.1 ICT Report

Author Nagaraju Kharra (ICT Coordinator)

RECOMMENDATION

That Council receives and notes the ICT Report

SUMMARY

This report is to provide an update to the Council on the ICT Projects/ works and service delivery to BRC Staff over past one month

BACKGROUND

Over the past one-month the ICT Team has assisted Barkly Staff with their IT issues via our fresh service ticketing system, ICT on call helpdesk, emails, and onsite visits.

CouncilBIZ ICT Transition (also refer item 8.2):

CouncilBIZ has advised us that they have started to do the member councils' transitions which they might do next week as advised by Andrew Pincott, Acting CEO Councilbiz. CouncilBIZ is dissolving as the member councils are leaving the board, which we need to put the resignation to councilbiz board to leave the councilbiz within next 6 months.

- Major Changes that are going to happen is Leaving Citrix Workspace and utilizing Microsoft 365. The user's data inside Citrix e.g. P drive will be migrated to OneDrive.
- MagiQ Docs to SharePoint Migration: We are currently utilizing the MagiQ Docs platform which councilbiz will migrate to SharePoint Platform.
- Currently our Barkly Admin Tenant is managed by the CouncilBIZ. After the transition they will hand it over to BRC ICT Team, which then we will manage in-house.

ICT Projects:

VC (Video Conference) Unit 65-inch Screens Installation: We have completed new 65-inch screens installation at Elliott, Alicurung and Ampilatwatja.

- Wutunugurra : We have sent the Displays to Wutunugurra and requested the Area Manager to wall mount them; we will schedule travel and connect the wiring.
- Alpururulam : We are planning to travel in the next couple of weeks to do the VC Unit Installation and connecting to the new Telstra direct internet.

Elliot and Ali Curung Safehouses CCTV Installation:

- Ronin security visited Elliott last month and installed the NX witness CCTV system for us, but the server had a problem. Ronin is working on it to fix the issue.
- Ronin security installed the nx witness cctv system for us, but they still had to wrap up server connections which Ronin will complete by end of this month.

Docs on Tap Rollout:

Doc's on tap is the structured document storage system for meeting agenda's, minutes for council meetings and local authority meetings. IT has advised the Governance Manager and Local Authorities Coordinator to utilize Docs on tap. End users need to install the software and login with their email and password to access the minutes and agendas.

Priority Works:

Intune Deployment:

Alpurrurulam Visit: We need to visit the Alpurrurulam main council office to disconnect the old satellite-based internet connection and connect the new Telstra Direct Internet connection.

As per indications from Area Manager at Alpurrurulam we are not able to travel to Alpurrurulam via Barkly highway as the river near Alpurrurulam is still flowing over the road. We might be able to travel via Ampilatwatja to Alpurrurulam.

Ali Curung and Ampilatwatja Starlink Installations: Currently, Ampilatwatja and Ali Curung sites are on the Telstra network, and we are in the process of moving these to Starlinks.

ORGANISATIONAL RISK ASSESSMENT

Nil

BUDGET IMPLICATION

Website Upgrade: Our current website provider Hutsix emailed us that we must upgrade/ retain our website to the latest version, or our website will go offline by 30th June.

We have two options: -

1. Upgrading website: we need to upgrade the website according to our requirements such as adding website redesign and development, Online payment system, ecom system for accommodation bookings, Multi Factor Authentication for security. IT has received two quotations currently for upgrade which one is from Hutsix Company based in Alice springs quoted us \$21,344.40 and the other is Captovate Darwin which quoted \$19,440. Another quotation has been requested from Brainium Labs which is pending.
2. Retaining Website: The cost of the website retainer is \$9500 excluding GST. The website will remain the same as previous, but they will upgrade our backend to the latest version.

We wanted to proceed with upgrading our website with new redesign and development, an online payment system, Ecom system for bookings, MFA. Attached Quotations for clear information regarding pricing and scope of works.

New Printers Contract/ Outright Purchase: The current large multifunction Canon image runner printers we have in our main council offices are out of contract. Below are the current details regarding the multifunction printers we utilize in our main council offices across our communities and in Tennant Creek.

Fuji Film ApeosPort - Currently In Contract

Model	Location	Status
Model: X AP6C4471-4 MFD Serial No.: 566369(BRD Office)	SHOP 1/163 PATERSON ST TENNANT CREEK NT 0860	Still under contract
Model: X AP5C2276-3 MFD Serial No.: 952222 (TC Council Chambers – Executive Building)	41 PEKO RD TENNANT CREEK NT 0872	Still under contract
Canon Image Runner Advance - Out of Contract		
Model	Location	
Canon iR-ADV C5550 III and Model Canon iR-ADV C5535/5540 PCL6 Serial No: 2JD01857	Barkly - Tennant Creek - Finance	
Canon IR-ADV C5560i and model Canon Generic Plus PCL6	Barkly - Tennant Creek – 58 Peko	
Canon C5550i and model Canon iR-ADV C5550/5560 PCL6 Serial No: XZL00822	Administration Office, 58 Peko Road Tennant Creek 0860	
Canon Generic Plus PCL6 Model: C-IRADVC3520 and Serial No: WST02731	Council Office, 5 Browne Road, Elliott	
C_IRADVC3520 Serial No: XYT04468	Council office, 132 Antyiper Street, Alpurrurulam	
C-IRADVC3520 Serial No: XYT01104	Council Office, 4 Main Road, Ampilatwatja	
Owned Outright		
Model	Location	
Canon iR-ADV C5240	Wutunugurra	
Canon C3830i	Alicurung	

IT has received one Quotation from Emerge IT for six new printers at an outright cost of \$39,653.15 or 60-months lease based on \$843.03 per month. An alternative is a 36 months lease at \$1275.90 monthly.

If BRC purchases outright, there will also be the requirement to purchase toner cartridges directly assuming responsibility for all the maintenance issues, unless BRC enters into a support services agreement. Proceeding with a 60 months contract, the monthly lease cost would be \$843.03 and print charges per copy BW: 0.7 Cents/Copy Colour: 7 Cents / Copy.

The preferred model is outright purchase including the Full-service maintenance agreement.

A further two quotations have been requested in accordance to the procurement policy, one from NTIT Darwin which is Fuji Film ApeosPort printers authorized dealer and the other quotation from Territory Technology Solutions Alice Springs who can supply HP Printers. All of the quotations will be reviewed once received.

ISSUE/OPTIONS/CONSEQUENCES

Nil

CONSULTATION & TIMING



Area managers will be advised of travel plans

ATTACHMENTS:

1. Barkly Regional Council-472654- Copier fleet refresh quote.15.04.2024 [**8.1.1** - 8 pages]
2. BRC Retainer 2024 25 - Standard Terms and Conditions [**8.1.2** - 16 pages]
3. Quotation B Q 7520 Bellette [**8.1.3** - 4 pages]
4. Barkly Regional Council Web Proposal - April 2024 [**8.1.4** - 15 pages]
5. brc servicedesk at a glance (5) [**8.1.5** - 3 pages]
6. ICT Breif [**8.1.6** - 3 pages]
7. BRC IT Review and Plan (2) [**8.1.7** - 9 pages]



Canon


Document Imaging and management Solutions


An Official Proposal


To




Quote reference: - 472654
Date: 15.04.2024

 1-645 Stuart Highway,
Berrimah, NT 0828

 1/52 Katherine Terrace
Katherine, NT 0850

 59 Elder Street
Alice Springs, NT 0870

 Tennant Creek, NT 0860

 80 Matthew Flinders Drive
Nhulunbuy NT 0880



Empowering People to Embrace Technology

Abi Rakhee
Workflow Solutions specialist
Emerge IT Solutions Pty Ltd
Canon Authorised Partner
Tel – 1300 688 324

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P: 1300 688 324 | sales@emergeit.com.au | www.emergeit.com.au
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Why Canon?

Canon is a partner you can trust, not just to supply superior technology, but to engage in deeper thinking. A partner who takes the time to understand your business – your people, culture, processes and desired outcomes. Then together, we set shared goals. From the largest organisation to the smallest business, Canon will partner with you to design and manage a customised information and document solution that meets our shared goals. And exceeds your expectations.

We can take your information and document management to a whole new level of sustainable accountability.

Large or small, your business is unique, so are our solutions.

Reduced costs



Increasing your business efficiencies will help to reduce business waste and duplication. Furthermore, with services that provide clear visibility of costs and expenses you can reroute resources and restructure budgets to be more effective and cost efficient.

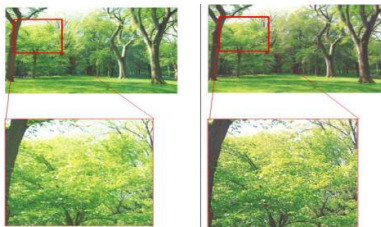
Improved productivity



Ultimately, improved processes, automation and streamlined office solutions mean that your energies and the efforts of your staff are being directed to where they are most needed – into making your business more efficient and productive.



10.1 TFT LCD COLOR TOUCH SCREEN



IMPROVED SHARPNESS



BUILTIN WIFI CONNECTIVITY

Greater integration



Systems that work cohesively work better. Allow us to ensure that your processes are working in unison and we're confident that the benefits will trickle through to every aspect of your business.

Greater focus



Your business is here to deliver a benefit and ours is to help you do that. We would like to help you better execute that benefit, for that's the true value you offer your customers. That means returning your focus to what you love doing and all the reasons you started your business to begin with.

Improved security



Protecting what you've worked so hard to create is perhaps the most important priority of any small-to-medium business. We can focus on your security so you can focus on your business.

Canon Products.

We have many products and services for your business.

Multifunction Devices (MFD)

Canon's powerful MFD range is designed to be the core of digital communications where imaging technology, cloud connectivity and mobile solutions seamlessly converge

Software and Solutions

Increase productivity and remove bottlenecks across your business with a range of scalable print management, security and cloud solutions to enable you to achieve more every day

Multifunction Laser Beam Printers

Powerful and cost-effective, Canon's laser multifunction printers provide an ultra-efficient way to produce crisp quality prints, faxes and copies

Single Function Laser Beam Printers

Produce professional-quality business documents in stunning quality, swiftly and cost-effectively

Production Devices

Canon's Production devices has been designed to meet the most demanding needs of the colour production market, ideal for quick printers, commercial printers and print room operations

Large Format Printers

From technical documents to a broad range of graphical output, the image PROGRAF Large Format Printers (LFP's) is the ideal solution for a wide range of applications

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Canon A3 Colour multifunction printer – Image RUNNER ADVANCE DX C3930i- 30 Pages/min



Technical Specification: -

- Print Speed: **30** Pages Per Minute (A4)
- Print Resolution: 1200 *1200 dpi
- Memory: 3GB
- Hard Disk Drive: 250GB SSD
- A3 Colour Laser Multifunctional Printer
- Interface Connection: Network: Standard: 1000Base-T/100Base-TX/10Base-T, Wireless LAN (IEEE 802.11 b/g/n)
- Standard: USB 2.0 x 1 (Host), USB 3.0 x 1 (Host), USB 2.0 x 1 (Device)
- Warm-up Time: Quick Start-up Mode: 4 seconds or less
- Print Features: Secured Print, Secure Watermark, Header/Footer, Page Layout, Two-sided Printing, Mixed Paper Sizes/Orientations, Front/Back Covers,
- Toner Reduction, Poster Printing, Forced Hold Printing, Print Date, Scheduled Printing, Printing Using a Virtual Printer
- Processor 1.8 GHz Dual Core Processor
- Control Panel 10.1" TFT LCD WSVGA Colour Touch Panel
- Total Paper Capacity: 2300 A4 sheets (4 *550 sheets+ 100 Multipurpose Tray)
- Paper weights Cassettes: 52 to 220 gsm, Multi-purpose tray: 52 to 300 gsm
- Scanning Speed: 270/270 (300 x 300 dpi, Send), Scan Resolution: 600*600 dpi
- Scan Formats: TIFF, JPEG, PDF, XPS, PDF/XPS (compact), PDF/A-1b, Searchable PDF/XPS, Office Open XML (PowerPoint, Word)
- Scan to PC (SMB, FTP), USB, E-Mail/Internet FAX (SMTP), WebDAV, Mail Box.
- Display: 10.1-inch TFT LCD WSVGA Colour Touchscreen
- Built in WIFI Connectivity
- Paper Output Capacity (A4, 80 gsm) Standard: 250 Sheets

Optional Accessories -

- Fax
- Internal Finisher
- Staple Finisher
- Booklet Finisher
- HolePuncher (2/4 Hole)

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Canon multifunction printer – ImageRUNNER ADVANCE DX C5860i- 60 Pages/min



Basic MFD



Basic MFD with Booklet finisher & Hole Punch



Technical Specification: -

- Print Speed: **60** Pages Per Minute (A4)
- Print Resolution: 1200 *1200 dpi
- Memory: 5GB
- Hard Disk Drive: **250GB SSD**
- A3 Colour Laser Multifunctional Printer
- Interface Connection: Network: Standard: 1000Base-T/100Base-TX/10Base-T, Wireless LAN (IEEE 802.11 b/g/n)
- Standard: USB 2.0 x 1 (Host), USB 3.0 x 1 (Host), USB 2.0 x 1 (Device)
- Warm-up Time: Quick Start-up Mode: 4 seconds or less
- Print Features: Secured Print, Secure Watermark, Header/Footer, Page Layout, Two-sided Printing, Mixed Paper Sizes/Orientations, Front/Back Covers,
- Toner Reduction, Poster Printing, Forced Hold Printing, Print Date, Scheduled Printing, Printing Using a Virtual Printer
- Processor 1.75 GHz Dual Core Processor
- Control Panel 10.1" TFT LCD WSVGA Colour Touch Panel
- Total Paper Capacity: 2300 A4 sheets (4 *550 sheets+ 100 Multipurpose Tray)
- Paper weights Cassettes: 52 to 220 gsm, Multi-purpose tray: 52 to 300 gsm
- Scanning Speed: 270/270 (300 x 300 dpi, Send), Scan Resolution: 600*600 dpi
- Scan Formats: TIFF, JPEG, PDF, XPS, PDF/XPS (compact), PDF/A-1b, Searchable PDF/XPS, Office Open XML (PowerPoint, Word)
- Scan to PC (SMB, FTP), USB, E-Mail/Internet FAX (SMTP), WebDAV, Mail Box.
- Display: 10.1-inch TFT LCD WSVGA Colour Touchscreen
- Paper Output Capacity (A4, 80 gsm) Standard: 250 Sheets
- Additional Accessories Bundled- Fax, Booklet finisher and 2/4 Holepunch Unit,

Optional Accessories-

- Fax
- Internal Finisher
- Staple Finisher
- Booklet Finisher
- HolePuncher (2/4 Hole)

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Combined Pricing List - A3 Devices

Model	Description	Location	Qty	Total Price (\$) (Ex GST)	60 Months Lease (Ex GST)	36 Months Lease (Ex GST)
Canon IR ADV 3830i	<ul style="list-style-type: none"> 30 ppm Colour MFD Inner tray 4 Paper trays Built-in Wifi Delivery-Barkly HO 	Elliott Alpurrurulam Ampilatwatja	3	\$ 39,653.15	\$843.03 Monthly	\$1,275.90 Monthly
Canon IR ADV 5860i	<ul style="list-style-type: none"> 60 ppm Colour MFD Inner tray 4 Paper trays Built-in Wifi Delivery-Barkly HO 	Barkly HO -Finance	1			
Canon IR ADV 5860i	<ul style="list-style-type: none"> 60 ppm Colour MFD Inner tray 4 Paper trays Built-in Wifi Booklet Finisher 2/4 Hole Punch Delivery-Barkly HO 	Barkly- Executive Barkly- Admin	2			

- Delivery cost, installation (within Tennant Creek Limits) included in the price of the MFD.
- Device can be run up , Reboxed and dropped off to a freight company of Customers choice and configured remotely when device is connected to Network port.
- onsite technician for an onsite installation if required on a separate trip by itself will be charged individual as per site for all remote sites outside Tennant Creek.

Full-service maintenance Agreement (FSMA)	
Click charges per copy	BW: 0.7 Cents/ copy CLR: 7 Cents / Copy
Billing Cycle	Monthly on Actuals
<ul style="list-style-type: none"> • FSMA covers Periodic Preventive Maintenance, Supply of Toners, Spares., Stapler pins and Consumables except paper • FSMA Covers Onsite Tech support (Within City Limits, 20Km) • Auto Toner meter reads- when enabled, Device sends alerts to Service center if consumable level falls below 25% , toners dispatched directly , No Manual ordering required. • No Minimum Document volume commitment, just pay for what you print/Copy. • Models Covered- Canon iR ADV 5860i, Canon iR ADV 3930i 	

Emerge IT Value Added Services -

Emerge IT would hold stock for all toners in Tennant Creek office for Barkly Regional Council printers.
 Uniflow Online Software - \$47 /month/device, additional charge – Enables secure printing, monthly reports with breakdown of printer usage by each user/department for accountability and cost allocation. Unified print drivers and each site/relevant sections can only print to pre-defined group.

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Print Management Solution – UniFlow (Optional)

Flexible authentication

Secure Printing

Print from cloud

Mobile Printing

Document scanning

Cost tracking

BENEFITS TO YOU AND YOUR BUSINESS



PREVENT UNAUTHORISED ACCESS

Only authorised users can access your printing environment, preventing misuse and data breaches.



REDUCE COSTS

Get complete visibility of your printing costs and take steps to rein in your spending.



INCREASE DOCUMENT SECURITY

Print sensitive documents with confidence knowing that only you will be able to retrieve them.



PRINT SUSTAINABLY

uniFLOW Online helps conserve power by eliminating the need for 'Always on' print servers. With the ability to set your print finish via the dashboard, you'll reduce the need for reprints and save paper in the process.



IMPROVE PRODUCTIVITY

Give your staff and visitors the ability to print from any place in the office on any device.

UFOLCPST11024PP	uniFLOW Online Cloud Print & Scan, Type 1, 10-24 devices Canon iR ADV 3930i/3935i/5860i	\$ 47 /Device /Month
UFELMT2PLEGEL3	MiCard Card Reader (Optional)	\$ 642.50 /Device (One Time Charge)
PS-TRAN-IMP	Professional Services Installation & Configuration of Canon Software - FULL DAY	\$ 1,500.00 (One Time Charge)

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 Queensland | South Australia | Western Australia





Canon A3 MFD Features-

Direct Wi-Fi and Print with Android/ iOS Application



Print & Scan from Mobile application

Stapling on Demand



An option to Staple even completing Printing / Copying Functions.

Stapling on Demand (Available for devices with Stapling accessory)

Smart Stapling -



Staple up to Pages without a actual Stapler pin.

Stapling on Demand (Available for devices with Stapling accessory)

OCR Scanning



Scan to Searchable PDF, PowerPoint, Compact pdf, PDF/A, Encrypted PDF etc.

Canons OCR function makes digital scanned documents even more useful by allowing users to convert any scanned image to text searchable formats. Hence saving time, increasing productivity, and improving end user experience.

SSD for Faster Processing



New Cannon is equipped with SSD Hard disk for 72% faster Data processing

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 Queensland | South Australia | Western Australia





Terms and conditions-

Installation:

Prior to delivery, you will be called to confirm the delivery time. Please ensure there is power and network point at the location where the equipment is to be located. Emerge IT will pay freight to Tennant Creek office, travel & site visit, onsite technician for an onsite installation is included in this proposal.

- Device can be run up, Reboxed and dropped off to a freight company of Customers choice and configured remotely when device is connected to Network port.
- onsite technician for an onsite installation if required on a separate trip by itself will be charged individual as per site for all remote sites outside Tennant Creek.

Software:

Uniflow Online once off setup cost of \$1,500 and \$47/month/device - total of \$282/month for all 6 MFD, additional charge – Enables secure printing, monthly reports with breakdown of printer usage by each user/department for accountability and cost allocation. Unified print drivers and each site/relevant sections can only print to pre-defined group. If Barkly Regional Council requires swipe cards & readers additional \$642.50/card reader charges apply to install & configured on Canon MFD

Training:

Our own Customer Relation Officer (CRO) will conduct training and I shall attend to ensure a smooth Installation and training.

Validity of proposal:

The above quotation is valid for **14 Days** effective from this proposal date and thereafter all prices quoted are ex gst, they are subject to change without prior notice.

Delivery:

2-4 week of the receipt of Purchase order

Payment Terms:

EIT to invoice total once the hardware is received in Darwin office, credit term for this deal to be 15 days from day of invoice

Warranty:

1-year Standard Manufacturer Warranty

thank you



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1-645 Stuart Highway,
Berrimah, NT 0828



80 Matthew Flinders Drive
Nhulunbuy, NT 0880



1/52 Katherine Terrace
Katherine, NT 0850



29 Mary Terrace,
Murray Bridge, SA 5253



59 Elder Street
Alice Springs, NT 0870



1 Hampshire Crescent,
Valley View, SA 5093



Tennant Creek, NT 0860



347 Ray Road,
Mareeba, QLD 4880

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Queensland | South Australia | Western Australia**



20
24

Website Retainer 2024/25

Prepared for:

Barkly Regional Council

Presented to:

ICT TEAM

Presented by:

ERIKA HAMILTON



Q-0086

Prepared For:
Barkly Regional Council
41 Peko Road
Tennant Creek
NT 0861
Australia

Date
19 March 24
Expiry Date
30 June 24

HutSix
Suite 6/11 Todd Street
Alice Springs NT
Australia

Quote for Website Retainer 2024/25

Website Retainer 2024/25	\$9,500.00
Retainer to cover costs associated with the website: https://www.barkly.nt.gov.au/	

This time can be spent on the following:

- Content upgrades
- Development
- Technology upgrades
- Additional client training sessions
- Project management

Subtotal	\$9,500.00
GST	\$950.00
Total	\$10,450.00

HutSix's Master Services Agreement - Standard Terms and Conditions (Terms) apply to this Quote. If you accept this Quote our contract with you will comprise this Quote and the Terms. If the Terms are not attached to this Quote, we note that the Terms are available at our website.

View our terms here: <https://www.hutsix.com.au/terms-and-conditions>

Hut Six Pty Ltd
Master Services Agreement - Standard Terms and Conditions (Terms)

CONTRACTS

Master Agreement

From time to time, you may request certain Supplies from HutSix including software development, software maintenance and/or hosting services. Any such contractual arrangements are subject to HutSix and you agreeing and entering into a Contract in respect of the same. These Terms set out how such a Contract may be formed and the terms and conditions which will comprise the same. To avoid doubt, nothing in these Terms creates an exclusive arrangement between HutSix and you or requires HutSix to enter into any Contract with you. You accept these Terms by (a) signing these Terms, or (b) by accepting a Quote which attaches these Terms or which states that these Terms apply (including where the Quote references these Terms and states the Terms are available from HutSix's website).

Forming a Contract

1. A Contract is formed if you:

1.1 accept HutSix's Quote (in writing or electronically);

1.2 you request HutSix to commence providing a Supply and HutSix agrees to the same or commences to make that Supply; or

1.3 you accept a Supply from HutSix.

What HutSix Agrees to Do

2. HutSix agrees to provide the Supply to you under the terms of the Contract.

3. HutSix will use due care and skill and use suitably qualified Staff in performing the Supply.

4. HutSix agrees to use reasonable efforts to complete all or any part of the Supply by any dates specified in a Quote or as agreed in writing with you.

5. If a Quote names specific Staff to perform the Supply, HutSix may substitute Staff of equivalent expertise if at any time such specified Staff are not available.

What You Agree to Do

6. You agree to comply with your obligations under the Contract including paying HutSix as and when required.

7. If applicable, at no cost to HutSix, you must:

7.1 allow, upon reasonable notice, HutSix remote access to your application or database server, web server and network folders;

7.2 allow, upon reasonable notice, HutSix's Staff access to any relevant site (including the use of amenities, power and internet connections) at all reasonable times to perform the Supply; and

7.3 provide HutSix with all necessary information to perform the Supply including access to your employees.

About the Contract

8. These Terms:

8.1 together with the Quote (if any) and the Policies will be the sole terms of each Contract for the Supply;

8.2 apply to any Supply HutSix provides you even if HutSix has not issued you with a Quote;

8.3 prevail over any terms put out by you, unless HutSix expressly accepts the same in writing; and

8.4 only apply to the extent applicable to the Supply HutSix agrees to make under a Contract (for example, the Maintenance Service provisions in these Terms will only apply if HutSix is providing you with the same).

9. In respect of each Contract, in case of any inconsistency between the parts of the Contract, the following applies:

9.1 the terms of a Quote prevail over these Terms and any Policy (unless the Quote expressly provides otherwise); and

9.2 these Terms prevail over any Policy.

10. None of HutSix's Staff may vary or add to these Terms without the prior written authority of HutSix's Chief Executive Officer.

11. Capitalised words in these Terms have the meaning given in clause 96 or as defined elsewhere in these Terms.

12. HutSix may change these Terms at any time. Such updated Terms will apply to all future Contracts subject to HutSix giving you Notice of such changes. To avoid doubt, the updated Terms will not apply to existing Contracts.

13. Any term, condition or warranty imposed or implied into a Contract or between you and HutSix by law is excluded from the Contract unless the law voids or prohibits a provision in a contract excluding or modifying the application of such a term, condition or warranty.

Proposals and Credit

14. HutSix may accept or decline to perform any request for a Supply you give to HutSix.

15. Quotes are valid for 30 days from their date, unless withdrawn or varied by HutSix by Notice to you prior to HutSix's receipt of your Notice of acceptance.

SOFTWARE DEVELOPMENT SERVICES

Provision of Services

HutSix will provide the Services to you and will use reasonable endeavours to complete the Services in accordance with the Milestone Due Dates and any development stages specified in the Quote (if any). To avoid doubt, HutSix will have no Liability to you where your acts or omissions (including you breaching your obligations under a Contract) are the cause of any delay by HutSix.

Your Obligations – Software Development

You will provide HutSix with all instructions and information reasonably required so that HutSix can properly perform its obligations under a Contract. **IMPORTANT:** Your active involvement and collaboration is critical to the development of the Software (including the timely delivery of the Software). Given this, you agree at all times to appoint and have available a **Project Owner**. You must ensure that the Project Owner: (a) has suitable skills and qualifications to liaise and collaborate with HutSix in respect of the performance of the Services, (b) attends meetings in respect of the development and refinement of the Software, (c) actively engages with HutSix and provides feedback, directions and assistance in respect of the development of the Software including assessing and giving directions where there are iterations of the Software, and (d) has authority to give directions and approvals to HutSix in respect of a Contract and the delivery of the Services. Any failure by you to appoint and maintain a Project Owner or for the Project Owner to promptly provide responses and directions to HutSix will allow HutSix to extend any Milestone Due Date, and HutSix may invoice you for any extra costs and expenses reasonably incurred by HutSix in respect of such failures or delays.

Acceptance Tests

You will be deemed to have accepted the Software on the earlier of (a) the successful completion of the Acceptance Tests, (b) you commencing to use the Software operationally, or (c) the day that is fourteen (14) days after the date HutSix delivers the Software to you to carry out the Acceptance Tests if you fail to notify HutSix that the Software does not comply with the Specifications within such period.

If the Acceptance Tests confirm (a) the Software complies with the Specifications, the Software will be deemed to be accepted on the date the Acceptance Tests confirm the same, or (b) the Software does not comply with the Specifications, HutSix will correct, at no additional cost, the deficiencies or errors causing such non-compliance as soon as reasonably practicable.

Intellectual Property

(New IPR) Subject to you paying HutSix in full for the Services HutSix assigns all of HutSix's IPR in the New IPR created by HutSix to you after which, you grant HutSix (a) a limited non-transferrable licence to use the New IPR solely for the purposes of performing the Services, and (b) a perpetual licence for HutSix to use and utilise the New IPR to develop software for other clients and to sublicense such New IPR to such other clients (however HutSix may not sublicense such New IPR to another client where that software is to be used, sold or licensed by the other customer in competition with your Software). To avoid doubt, there is no fee payable by HutSix to you for the rights granted under this clause.

(Background IPR) The parties agree that HutSix is the sole owner of all present and future Background IPR. HutSix grants you a non-exclusive, non-transferable, perpetual, royalty free licence to use, the Background IPR as part of the Software on and from you paying HutSix in full for the Services so you can use and have the benefit of the Software.

(Third Party IPR) In respect of Third Party IPR, HutSix warrants that it has licences for the same which will allow you to use the Third Party IPR to utilise and operate the Software without any additional fee or licence.

(Open Source Software) To the extent the Software, or any part of the Software, is licensed under an open source software arrangement (a) the terms of the open source licence will apply to the Software, and (b) the provisions of the open source licence will prevail over the terms of the Contract in the event and to the extent of any inconsistency.

(IPR Claims) In the event of any Claim against you alleging that the Software infringes a third party's IPR, to the extent the Claim relates to HutSix's New IPR or Background IPR, HutSix may (at HutSix's cost) (a) procure for you a licence or right to continue to use the Software from that third party, or (b) replace or modify the Software so it no longer infringes the third party's IPR. HutSix has no obligation or Liability in respect of a Claim for IPR infringement where the same relates to materials you have included in the Software or to the extent the Claim arises from any amendments or modifications to the Software not made by HutSix (any you indemnify HutSix in respect of any Liability in respect of the same). You must immediately notify HutSix of any claim that the Software infringes a third party's IPR and, if HutSix requests, allow HutSix to conduct the defence of that claim (subject to HutSix agreeing to indemnify you in respect of the conduct and settlement of that claim).

(Your Materials) You warrant to HutSix that all material and content you provide to HutSix for inclusion or use in the Software is owned by you or that you have a lawful right to use the same and that none of the materials infringes the IPR rights of any third party. You indemnify HutSix from all Liabilities arising from any breach of the warranty given by you in this clause.

AI Tools

Unless the Contract provides otherwise, despite any other provision in these Terms you and HutSix agree:

- HutSix may use third party AI tools, platforms and software (**AI Tools**) to assist HutSix to perform and carry out a Supply;
- the Customer consents to HutSix's disclosure, use, storage of any IPR or materials (including Confidential Information) you provide to HutSix (**Customer Materials**) and any New IPR on the AI Tools to the extent reasonably required by HutSix to properly and efficiently perform and carryout a Supply;
- the consent in clause 19A.2 extends to the AI Tool provider (**AI Tool Provider**) and, if applicable, parties the AI Tool Provider engages to assist in the functionality and output of the AI Tools (including providers of large language models) (**AI Affiliates**), to use and process Customer Materials and New IPR so HutSix can use the AI Tools;
- unless you agree, HutSix will not use AI Tools which allows the AI Tool Provider or its AI Affiliates to (a) sell or licence to third parties the Customer Materials, (b) to use Customer Materials to 'train' the AI Tool, or (c) allow 'forking' or development of the Software developed by HutSix under the Contract (however, HutSix is authorised to allow the AI Tool Provider to use the Customer Materials, your Confidential Information and New IPR, to understand the functioning of the AI Tools and to improve the same);
- the New IPR provisions in these Terms will apply to New IPR created by HutSix with the assistance of the AI Tools subject to some IPR (a) provided by the AI Tools via AI Affiliates who provide large language models may be subject to certain third party rights or to open source licenses (in which case the open source provisions in these Terms will apply), and (b) generated by HutSix's use of the AI Tools may also be generated for other users of the AI Tools who seek the same or similar outputs from the AI Tools to those of HutSix;
- unless agreed with the you, HutSix will not disclose or use any personal information provided by you on the AI Tools; and
- if HutSix notifies you of the specific AI Tool Provider used by HutSix, you consent to the terms of that AI Tool Provider.

Updates and Obsolescence

Unless the Contract provides otherwise HutSix is not required to (a) develop or provide you with any updates or modifications to the Software unless expressly agreed in writing, or (b) provide on-going maintenance services in respect of the Software, or any other support for the Software unless agreed in writing with you.

IMPORTANT: You acknowledge and agree that the Software

(a) is to be used with and in conjunction with other software, operating systems, hardware and web browsers including third party supplied versions of any of the same or versions you use or own (**Other Systems**), and (b) the Software may require major upgrades or become obsolescent in the future because of changes to, or the unavailability of, such Other Systems (including, for example, as the Other Systems are updated or discontinued (including if you update any software you own or software that you licence) or the operating system on mobile devices (where the Software is an app) is updated and so requires a major upgrade to the Software, or a web browser is updated. On this basis, you acknowledge and agree that HutSix provides you with no warranty as to the likely period that the Software will remain viable or before major work will be required to be undertaken to keep the Software functional or operational. Unless the Quote expressly provides otherwise, HutSix is not obligated to provide any Upgrades or other services in respect of the above matters. To avoid doubt, unless a Quote expressly provides, Maintenance Services do not include HutSix performing Services to deal with and resolve issues with the operation of the Software arising from changes to or the discontinuance of Other Systems. Where you require Services to make the Software operational or otherwise arising from the matters set out in this clause in relation to Other Systems, HutSix will charge you for such Services as agreed in a specific Quote or otherwise by applying the Schedule of rates.

Other Matters

16. If applicable, HutSix will provide and make available to you the Documentation in respect of the Software.
17. You must ensure that you have and maintain any Other Systems required to operate and use the Software including as specified in the Quote or the Specifications.
18. If included in a Quote HutSix will install the Software for you and provide you with specified training in respect of the use and operation of the Software in return for the fee for the same set out in the Quote.

MAINTENANCE SERVICES

General

19. If included in a Quote, HutSix will maintain and update the Software during the duration of the Contract so that the Software operates in substantial conformity with the Specifications or other specifications provided by HutSix to you and includes any Updates to achieve the same (**Maintenance Services**). The Maintenance Services include the provision of Updates. Maintenance Services also include any service level support and help desk support set out in a Quote.
20. The provision of the Maintenance Services (including the processes you must follow and do and the scope of HutSix's duties including the level of support HutSix will provide and HutSix's response times) are as detailed in HutSix's then current Support Policy or the Quote (as applicable).
21. Provision of Maintenance Services is conditional upon you paying a fee for maintenance specified in the Quote (**Maintenance Fee**). Unless a Quote provides otherwise, the Maintenance Services will be provided for a period of 12 months from the date you install the Software (which is deemed to be the sooner of the date you install the Software, commence using the software, or 10 days after HutSix provides the Software to you). The Maintenance Services will continue on a rolling 12 month basis by you paying, prior to the end of any Maintenance Services period, an invoice issued by HutSix for Maintenance Fee for the next 12 month period unless a party provides notice within three months of the end of each such period it wishes the arrangements to expire. HutSix may increase the Maintenance Fee by the formula set out in the Quote, or if not stated, as set determined by HutSix.
22. HutSix does not warrant that it will be capable of receiving, processing or otherwise acting on a request for Maintenance Services to be performed outside of HutSix's normal work hours. HutSix will not provide Maintenance Services to you if you have not paid all amounts due and owing to HutSix under any Contract.
23. Unless expressly provided for in a Quote, the Maintenance Services do not include:
 - 23.1 diagnosing and correcting errors or defects other than those set out in the Support Policy or a Quote;
 - 23.2 diagnosing and correcting errors or defects outside the times specified in the Support Policy;

- 23.3 diagnosing and correcting errors other than by the means specified in the Support Policy;
 - 23.4 training your staff;
 - 23.5 any major upgrades to the Software required in order for the same to operate with Other Systems including hosting or app platforms and operating systems;
 - 23.6 providing maintenance or fault rectification in respect of any software not supplied by HutSix;
 - 23.7 correcting problems caused by your use of the Software in a manner other than that specified by HutSix or the Specifications;
 - 23.8 correcting problems caused by modifications or changes to the Software by you, including, without limitation, correcting any damage to your data due to the use of programs written or modified by persons other than HutSix or due to changes of such data by persons other than HutSix;
 - 23.9 diagnosing or correcting problems arising out of the interface between third party software and the Software;
 - 23.10 correcting problems caused by neglect or misuse of the Software or incorrectly carried out or omitted system housekeeping procedures;
 - 23.11 correcting problems caused by the use of the Software not covered by a Quote;
 - 23.12 all labour relating to the installation and configuration of Updates including the time spent installing Updates and training your staff; and
 - 23.13 support outside of HutSix's normal work hours.
24. HutSix will not be liable to you if HutSix ceases at the expiry of any Maintenance Services period to offer and provide Maintenance Services or otherwise stops supporting the Software by ceasing to prepare and issue Updates.

Other Matters

- 16. If applicable, HutSix will provide and make available to you the Documentation in respect of the Software.
- 17. You must ensure that you have and maintain any Other Systems required to operate and use the Software including as specified in the Quote or the Specifications.
- 18. If included in a Quote HutSix will install the Software for you and provide you with specified training in respect of the use and operation of the Software in return for the fee for the same set out in the Quote.

MAINTENANCE SERVICES

General

- 19. If included in a Quote, HutSix will maintain and update the Software during the duration of the Contract so that the Software operates in substantial conformity with the Specifications or other specifications provided by HutSix to you and includes any Updates to achieve the same (**Maintenance Services**). The Maintenance Services include the provision of Updates. Maintenance Services also include any service level support and help desk support set out in a Quote.
- 20. The provision of the Maintenance Services (including the processes you must follow and do and the scope of HutSix's duties including the level of support HutSix will provide and HutSix's response times) are as detailed in HutSix's then current Support Policy or the Quote (as applicable).
- 21. Provision of Maintenance Services is conditional upon you paying a fee for maintenance specified in the Quote (**Maintenance Fee**). Unless a Quote provides otherwise, the Maintenance Services will be provided for a period of 12 months from the date you install the Software (which is deemed to be the sooner of the date you install the Software, commence using the software, or 10 days after HutSix provides the Software to you). The Maintenance Services will continue on a rolling 12 month basis by you paying, prior to the end of any Maintenance Services period, an invoice issued by HutSix for Maintenance Fee for the next 12 month period unless a party provides notice within three months of the end of each such period it wishes the arrangements to expire. HutSix may increase the Maintenance Fee by the formula set out in the Quote, or if not stated, as set determined by HutSix.
- 22. HutSix does not warrant that it will be capable of receiving, processing or otherwise acting on a request for Maintenance Services to be performed outside of HutSix's normal work hours. HutSix will not provide Maintenance Services to you if you have not paid all amounts due and owing to HutSix under any Contract.
- 23. Unless expressly provided for in a Quote, the Maintenance Services do not include:
 - 23.1 diagnosing and correcting errors or defects other than those set out in the Support Policy or a Quote;
 - 23.2 diagnosing and correcting errors or defects outside the times specified in the Support Policy;

- 23.3 diagnosing and correcting errors other than by the means specified in the Support Policy;
 - 23.4 training your staff;
 - 23.5 any major upgrades to the Software required in order for the same to operate with Other Systems including hosting or app platforms and operating systems;
 - 23.6 providing maintenance or fault rectification in respect of any software not supplied by HutSix;
 - 23.7 correcting problems caused by your use of the Software in a manner other than that specified by HutSix or the Specifications;
 - 23.8 correcting problems caused by modifications or changes to the Software by you, including, without limitation, correcting any damage to your data due to the use of programs written or modified by persons other than HutSix or due to changes of such data by persons other than HutSix;
 - 23.9 diagnosing or correcting problems arising out of the interface between third party software and the Software;
 - 23.10 correcting problems caused by neglect or misuse of the Software or incorrectly carried out or omitted system housekeeping procedures;
 - 23.11 correcting problems caused by the use of the Software not covered by a Quote;
 - 23.12 all labour relating to the installation and configuration of Updates including the time spent installing Updates and training your staff; and
 - 23.13 support outside of HutSix's normal work hours.
24. HutSix will not be liable to you if HutSix ceases at the expiry of any Maintenance Services period to offer and provide Maintenance Services or otherwise stops supporting the Software by ceasing to prepare and issue Updates.

HOSTING AND DATA BACKUP SERVICES

Hosting Services

25. These provisions apply if the Quote provides that HutSix provides you with hosting services for data (**Data**) and/or Software (**Hosting Services**). HutSix may provide the Hosting Services directly or via third party hosting service providers (including outside of the country in which you operate). The term of the Hosting Services will be as set out in the Quote as will the fee (**Hosting Fee**). Where the term is annual, the Hosting Fee must be paid in full in advance. Where the term is on a rolling calendar month basis HutSix will invoice you monthly in advance and unless you provide notice to terminate within 7 days of receipt of the same the term will be extended for a further calendar month. HutSix is not required to offer or provide the Hosting Services on and from each anniversary of the start date of the Hosting Services (regardless of whether the term is annual or monthly) but may make such an offer by issuing you an invoice at HutSix's then current price for the next applicable period. Where you pay such an invoice the term will be extended as per the prior term subject always to HutSix's right to cease offering or providing the Hosting Services on the next anniversary of the start date for the Hosting Services.
26. HutSix will ensure that all reasonable efforts are made to protect your Data from unauthorised access or disclosure. However, no data security system is capable of being totally secure and protected from unauthorised access or attacks. As such, you agree that HutSix's sole Liability to you arising from any unauthorised access to your Data which is not caused by your acts or omissions is limited to the total Hosting Fees you have paid to HutSix in the 12 months prior to any such event. You are responsible for the safe custody and use of any passwords required to access the Data.
27. Unless the Quote includes Data back up services with the Hosting Services HutSix is not required to conduct any backing up of your Data whether scheduled or otherwise. In such cases:
- 27.1 you are solely responsible for ensuring you back up and maintain copies of your Data; and
 - 27.2 upon your request in writing HutSix will provide a configuration to allow you to access and retrieve Data; and
 - 27.3 you agree that HutSix will not be Liable to you because of the loss, damage or corruption of any Data.
28. Where the Contract includes Data back up services (**Back Up Services**) the following will apply:
- 28.1 HutSix will itself or via third party service providers conduct back ups of your Data as and when set out in a Quote and retain such copies for the period specified in the Quote;
 - 28.2 HutSix will make the copies of such Data available to you on your request in circumstances where the Data is otherwise unavailable or has become corrupted or within 14 days of the end of the Hosting Services; and
 - 28.3 given the nature of data back up services, you agree that your sole remedy for any failure by HutSix to provide the Back Up Services (including any inability or failure by HutSix to provide copies of backed up Data or loss of Data) is

limited to an amount not exceeding the total Hosting Fee for the year in which the failure or breach occurs.

29. Subject to these Terms HutSix will use reasonable efforts to ensure the Hosting Services are available to you for the percentage of time (if any) specified in the Quote other than as a result of an Excluded Event. Hosting Service availability and Outages will be measured as to the total time HutSix's service availability monitoring returns a successful response from the server hosting your Data in a Period. Where Outages effect the availability of the Hosting Services, if specified in the Quote, HutSix will issue you with service level agreement credits (**SLA Credits**). You agree such SLA Credits are your sole remedy for any Outage or unavailability of the Hosting Services and that HutSix is not Liable to you for any unavailability of the Hosting Services which is caused by an Excluded Event. SLA Credits may be used solely to pay for future Hosting Fee payments and SLA Credits cannot be sold or transferred to other parties. You must make a claim for any SLA Credits within 30 days of the end of the period in which the same accrued. Where a Contract does not provide for SLA Credits HutSix's sole liability to you for Outages consisting of downtime of more than 7% in a Period is an amount equal to 5% of the applicable Hosting Fee for that Period.

30. In the above clauses:

Excluded Event means the Hosting Services are not available to you because:

- (a) HutSix or its third party service providers perform scheduled system upgrades, enhancements and routine maintenance activities or for maintenance due to an emergency;
- (b) HutSix suspends your access due to unlawful use by you of the Hosting Services, issues with the Data you host on the same (including importing of illegal materials or spamming), or because you are in breach of a Contract;
- (c) of problems or unavailability of your internet services;
- (d) of system administration, commands, file transfers performed by you;
- (e) of the occurrence of an event specified in clause 83 (Force Majeure);
- (f) any error or unavailability of your software, hardware, or other technology or equipment used to access the Hosting Services.

Outage means the Hosting Services are not available to you but excludes any such unavailability due to an Excluded Event.

Period means each calendar month.

PRICE AND PAYMENT

Prices and Invoicing

31. Total prices offered are in Australian dollars and are exclusive of any GST or any deductions or withholdings under Tax Law.

32. Where any supply to be made by one party (**Supplier**) to the other party (**Recipient**) under or in connection with this Contract is subject to GST (other than a supply the consideration for which is specifically described in this Contract as 'GST inclusive') the consideration payable or to be provided for that supply (**GST Exclusive Consideration**) will be increased by, and the Recipient shall pay to the Supplier, an amount equal to the GST payable by the Supplier in respect of that supply and the Recipient must pay that additional amount at the same time and in the same manner as the GST Exclusive Consideration payable or to be provided for that supply.

33. Unless a Quote otherwise specifies HutSix will, for the duration of the Supply, supply you with regular invoices as and when determined by HutSix. If HutSix has provided a Quote, HutSix's invoices will be for the offered price or calculated in accordance with the terms set out in a Quote (subject always to adjustments to fees as allowed in these Terms). In respect of the Services, the Service Fee is payable as set out in the Quote including, if applicable, by instalments in accordance with the completion of each Milestone specified in a Quote.

34. If HutSix's Quote has an estimated price then invoices will be calculated by applying HutSix's then current Schedule.

35. For Supply performed without a Quote, outside the scope of a Quote (**Additional Supply**), and for which no price has been stated, invoices will be calculated:

35.1 by applying HutSix's then current Schedule; or

35.2 if the Supply performed is not covered by HutSix's then current Schedule, then as HutSix would generally charge to its clients for like services.

36. If HutSix does any work in respect of Maintenance Services which afterwards is determined by HutSix not to be Maintenance Services (including as the same falls within the matters specified in clause 34) then such work will be

deemed to be an Additional Supply for the purposes of clause 46.

37. Unless otherwise agreed in writing, where HutSix agrees to a variation to the Supply (including the time of performance or completion date or change to Software Specifications and hence the scope of the Services) then the offered price will be adjusted by amount agreed with you, or otherwise by applying HutSix's then current Schedule to such variations. Where you request and HutSix accepts a delay in the performance of any Supply, you must pay HutSix an amount equal to that which HutSix determines (acting reasonably) HutSix suffers or incurs because HutSix has committed resources, including Staff, to such Supply.

38. An invoice is payable by you alone and under no circumstances may you withhold payment on the basis you are awaiting payment from any third party or request HutSix seek payment directly from any third party.

Price Adjustment

39. If a Quote is prepared on incomplete, misleading or incorrect information provided by you then, on HutSix's request, you must pay HutSix an additional amount equal to the difference between the offered price and what HutSix would have offered had the information supplied been accurate and complete.

Payment

40. Payments must be made by electronic transfer in cleared funds into an account nominated by HutSix. HutSix is not required to commence a Supply unless you first pay in full to HutSix any deposit or commencement fee specified in a Quote.

41. Unless a Quote otherwise specifies, you must pay each invoice within 14 days of the date of the invoice. If payment is overdue, HutSix may charge you interest at the Interbank Overnight Cash Rate as published by the Reserve Bank of Australia on its website plus 4% from the date of the default until HutSix receives payment in full. HutSix may apportion any part payments you make against any outstanding principal or interest as HutSix may decide. HutSix may also apportion any payments you make under one Contract to amounts due under another Contract.

42. If payment is overdue under any Contract, HutSix may, in respect of any or all Contracts, suspend the provision of Supply. You must still pay HutSix for Supply already performed under any such Contracts.

43. You may not deduct from the price any set off, counterclaim or other sum unless HutSix agrees in writing.

CONFIDENTIAL INFORMATION

Confidentiality and Privacy

44. A party may use or disclose Confidential Information about the other party only:

44.1 to perform its obligations under a Contract;

44.2 as required by the mandatory operation of law;

44.3 to its professional advisors (bankers, accountants, lawyers) for a proper purpose;

44.4 in respect of HutSix to any related company which has common shareholders to those of HutSix; and/or

44.5 with the other party's prior written consent.

45. You agree that HutSix owns all Confidential Information that HutSix provides to you (including in respect of a Quote). If you do not accept a Quote you agree not to provide HutSix's Confidential Information in a Quote to any third party to assist them to perform the services HutSix quoted for.

46. HutSix agrees that you own all Confidential Information that you provide to HutSix including after the expiry or termination of a Contract.

47. Each party acknowledges that the Confidential Information is commercially valuable and that any breach of clauses 55 and 56 by either party will result in the other party suffering loss and damage. Each party acknowledges that damages alone may be an insufficient remedy for a breach of this clause and each party is entitled to see injunctive relief to prevent a breach of clauses 55 and 56 or for specific performance.

48. Each party agrees to return to the other party all of the other party's Confidential Information (including copies and materials derived from or including the same) on the completion or termination of a Contract.

49. Each party agrees to comply with all applicable and mandatory privacy laws in carrying out a Contract.

WARRANTIES AND CLAIMS

Warranties

50. HutSix warrants that the Software initially provided to you will be free from significant programming and operation errors and perform substantially in accordance with the Specifications where the Software is used in conformity with a Quote and in the environment contemplated by a Quote and the Specifications (**Limited Warranty**). You acknowledge and agree that no software (including the Software) can be bug or error free and that HutSix makes no warranty that the Software will be bug or error free.

51. The Limited Warranty does not extend to substantial non-performance of the Software which arises from problems with the interoperability of the Software with Other Systems (including changes by you to your hardware or software, including new versions of third party software and operating systems), except to the extent HutSix has otherwise expressly agreed to in a Quote.

52. The Limited Warranty is valid for a period of 90 days from the date you first install the Software (**Warranty Period**). The installation date being deemed to be the sooner of the date you install the Software, the date you commence operationally using the Software, or on the satisfactory completion of the Acceptance Tests. During the Warranty Period HutSix will resolve at HutSix's cost any significant programming and operation errors with the performance of the Software from that set out in the Specifications so long as you promptly notify HutSix during the Warranty Period (including full details of the nature of the error of the Software). Unless you give HutSix a notice within the Warranty Period, you will be deemed to have given HutSix Notice that the Software complies with Limited Warranty (you may give HutSix a notice by post or email - the details of which are set out in this clause). **HutSix Pty Ltd (ACN 641 834 344) GIVES THE LIMITED WARRANTY** and has the following contact details Suite 6, 11 Todd Street, Alice Springs NT 0870, Freecall: 1800 421 621. The Limited Warranties are given in addition to other rights or remedies you may have under a law in relation to goods or services to which the Limited Warranties relate.

53. This clause applies in respect of any supply made by HutSix to you, where you are a "consumer" within the meaning of section 3(1) of the Australian Consumer Law (being Schedule 2 of the *Competition and Consumer Act 2010* (Cth)). HutSix's goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled: (a) to cancel your service contract with HutSix; and (b) to a refund for the unused portion, or to compensation for its reduced value. You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or services.

54. HutSix does not warrant that the calculations, results or any other outputs produced by you using the Software (including as set out in the Specifications) will be free of errors and will comply with applicable industry standards. You acknowledge and agree that you will be solely responsible for ensuring that the calculations, results and any other outputs that result from the use of the Software are accurate and comply with any necessary industry standards, your requirements and any desired commercial benchmarks. HutSix does not warrant that the Software will result in any economic outcome for you including increased sales or productivity or the saving of costs including your operational costs. HutSix does not warrant that the Software will be secure from hacking or unauthorised access or use.

55. To the extent permitted by law, HutSix makes no other warranty or representation as to fitness for use or performance or compatibility or otherwise of the Software or any other Supply.

Liability

56. HutSix's liability for a breach of a condition or warranty of supply (including a condition or warranty implied by any law including by the *Competition and Consumer Act 2010* (Cth)) or otherwise arising under or in connection with a Contract is limited to (as HutSix may decide):

56.1 in the case of goods, (i) the replacement of the goods or the supply of equivalent goods or the repair of the goods, or (ii) the payment of the cost of replacing the goods or of acquiring equivalent goods or of the cost of having the goods repaired; and

56.2 in the case of services, the supplying of the services again or the payment of the cost of having the services supplied again.

57. HutSix will not be liable to you for any economic loss, consequential, contingent, special or indirect damages (including resulting from the loss of business, revenue or profit) with respect to Claims (including third party claims)

arising in connection to a Contract or the Software, including any act or omission by HutSix in performing a Contract, for a breach of contract or for negligence or under any other theory of law (even if the risk of such loss or damage was known to HutSix or you).

58. Where either party suffers Liability as the result of the proportionate fault of both parties, the amount recoverable by either party (if any) is to be reduced to such extent as the court thinks just and equitable having regard to each party's contribution to the overall fault for such Liability.

59. HutSix's Liability to you for all Claims not caught by clause 67 is limited to a maximum amount equal to the lesser of \$50,000 or the total amount you have paid HutSix for all Supplies in the 12 months before you first gave HutSix Notice of a Claim. You agree that:

59.1 this is a genuine pre-estimate of your likely Liability arising from a breach by HutSix;

59.2 if this clause was not included then either (a) the terms of the Contract on which HutSix would have agreed to provide the Supply would have been substantially different (including an increase in price), or (b) HutSix would have refused to enter into the Contract.

60. To avoid any doubt, in no circumstances will HutSix's Liability for any number of Claims (under these Terms and all Contracts) exceed in total the amount stated in clause 70.

Cost Recovery

61. Both parties must pay to the other party all costs, expenses and disbursements (including reasonable legal fees on an lawyer /client basis) incurred in the recovery of monies owed by either party or in otherwise enforcing the other's rights under a Contract.

TERMINATION

Termination

62. Either party may terminate all or any Contracts by Notice to the other party if:

62.1 the other party fails to pay any amount in full within 28 days of the due date under a Contract;

62.2 the other party materially breaches any term or condition in a Contract and fails to remedy that breach within 14 days of Notice or immediately if the breach cannot be remedied;

62.3 the other party is subject to a Bankruptcy Event;

63. Where the *Corporations Act 2001* (Cth), stays or prevents a party from exercising a right to terminate a Contract under clause 73.3, that party may suspend the performance of its obligations under a Contract unless and until the controller or administrator in respect of the other party (**Affected Party**) provides undertakings in writing acceptable to that party that the Affected Party is and will remain able to perform its obligations under the applicable Contract. In this clause *controller* and *administrator* have the meaning given in section 9 of the *Corporations Act 2001* (Cth).

64. HutSix may terminate a Contract if you fail to pay HutSix in full by the required time and you fail to remedy the same within 7 days' notice from HutSix. You may terminate a Contract in respect of Services at any time by providing 21 days' notice to HutSix subject to (a) you having paid all invoices in full at the date you provide the notice to HutSix, (b) you pay HutSix's invoice for the Services HutSix has performed up to the date you provide HutSix with the notice of termination, and (c) if the Quote provides for an early termination fee you pay the same to HutSix in full on the date you issue the termination notice to HutSix (you agree that any such early termination fee has to be set to compensate HutSix for such early termination and is not a penalty).

65. Termination does not affect any of HutSix's rights or remedies existing before termination or arising from termination. Clauses 8, 9, 52, 55, 56, 57, 59, 67, 68, 69, 70, 71, 72, 74, 78, 80, 93, 94 and 96 survive the termination of a Contract.

66. Any right or obligation accrued before the termination remains in force and does not affect any right or remedy of either party in respect of any breach before the termination.

67. Neither party may speak publicly about the termination of any or all of the Contracts without the prior written consent of the other party.

68. Either party may terminate these Terms on 30 days' notice. To avoid doubt termination of these Terms does not affect any Contract in place at the time of such termination of these Terms.

GENERAL

No Poaching

69. Subject to any Quote, you agree that you will not, without HutSix's prior written consent, directly or indirectly solicit, employ or engage any Staff:

69.1 during a Contract; and

69.2 for a period of 12 months from the completion of a Contract

if the Staff has been engaged in providing the Supply to you.

Instructions and Communications

70. Unless you give HutSix Notice to the contrary, HutSix will assume that:

70.1 all of your employees, directors and officers who give HutSix instructions are authorised to do so and that HutSix may act on oral instructions;

70.2 HutSix may communicate with you by email; and

70.3 you will direct all communications concerning a Contract to a HutSix team leader as nominated by HutSix from time to time.

71. HutSix is not liable to you for any Liability suffered by you which results from HutSix or its Staff following your directions or specifications in providing or in performing the Supply.

Force Majeure

72. HutSix will not be liable for failure to perform HutSix's obligations under a Contract to the extent and for so long as HutSix's performance is prevented or delayed because of circumstances outside of HutSix's direct control (including labour disputes, obtaining labour, destruction or damage to HutSix's premises or a relevant Supply site, default or insolvency of any third party, an act of government or governmental authority, terrorism, disruption to the supply of power, gas, internet, water, electronic or telecommunication services, civil disorder, pandemic, the weather or other natural events) and without fault or negligence by HutSix, but only if HutSix:

72.1 gives Notice to you as soon as practicable; and

72.2 does everything reasonable to remedy the cause quickly.

73. HutSix may terminate a Contract 30 days after a Notice is issued under clause 83 if, in HutSix's opinion, HutSix is unable to perform that Contract or can only perform that Contract at a loss due to the effects of such an event.

Assignments and Amendments

74. You may not assign your rights or obligations under a Contract without HutSix's prior written consent. If after the date of HutSix's first Supply to you, you sell the majority of your assets or the persons controlling you change (because of the issue, transfer or sale of shares) then there will be deemed to be an assignment by you requiring HutSix's consent (which such consent HutSix will not unreasonably withhold).

75. HutSix may use agents and subcontractors to perform any part of the Supply without notifying you or obtaining your consent.

76. These Terms and each Contract can only be amended by agreement in writing.

Notice

77. Notice can only be in writing (**sender**).

78. Notice can only be given to a party (**recipient**):

78.1 personally;

78.2 by registered post to the recipient's last known place of business or residence. Notice by post is deemed to be received at the time at which the letter would be delivered in the ordinary course of post; and/or

78.3 by email to a recipient's last known email address. Notice by email is deemed to be received immediately after it is sent unless a delivery failure or delay message is received by the sender within 48 hours; but

78.4 if any notice is deemed to be received at a time which is outside normal business hours in the place where the recipient is, the notice will be deemed to be received at the beginning of normal business hours on the next business day in that place.

Costs and Entire Agreement

79. Unless otherwise provided in a Contract, a party must pay its own costs and expenses in carrying out its obligations.

80. Each Contract is the whole agreement between the parties about its subject matter and supersedes any prior contract or obligation between the parties about its subject matter (including term sheet and heads of agreements).

No Waiver

81. A party waives a right under a Contract only by written notice that it waives that right. A waiver is limited to the specific instance to which it relates and to the specific purpose for which it is given.

Law, Jurisdiction and Disputes

82. These Terms and each Contract are governed by the laws in the Northern Territory. Subject to clause 94 and 95, the parties submit to the exclusive jurisdiction of the courts of the Northern Territory and the Federal Circuit Court of Australia (Alice Springs Registry).

83. Subject to these Terms, all disputes arising out of or in connection with these Terms and any Contract, including any question regarding the existence, scope, validity, or termination of these Terms or a Contract or this clause (and including any tortious or statutory claims), will be referred to and finally resolved by arbitration under the Rules of Resolution Institute, which Rules are deemed to be incorporated by reference into this clause but subject to the following:

83.1 the number of arbitrators shall be 1; and

83.2 the place of the arbitration shall be Alice Springs, Northern Territory.

84. Clause 95 does not apply to any dispute as to the payment of any fees by you to HutSix including the Service Fee. Nothing in this clause prevents HutSix from bringing proceedings to obtain an urgent court injunction or order to prevent any potential serious or irreparable harm to HutSix in any court having jurisdiction in respect of matters connected to these Terms and any Contract.

Meanings and Interpretation

85. In these Terms:

Acceptance Tests means the tests (if any) specified in the Specifications or Quote.

Background IPR means all IPR and Materials of HutSix in existence prior to the commencement of the Services and any Improvements made to the same by HutSix in performing the Services.

Bankruptcy Event means a person (a) becomes a *Chapter 5 body corporate*, (b) becomes an *insolvent under administration* or has steps taken against them to make them an *insolvent under administration*, (c) has a *controller* appointed over any of its property, (d) has a resolution passed for its winding up or liquidation, (e) cannot pay its debts as and when they fall due, (f) has proceedings brought against it under any bankruptcy or insolvency law and such proceedings are not discharged or stayed within 15 days, or (g) causes or is subject to any event that has analogous effect to any of the above (words italicized in this section have the meaning given in section 9 of the *Corporations Act 2001* (Cth)).

Claim means, in relation to a party, a demand, threat, claim, action or proceeding made or brought by or against the party, however arising and whether present, unascertained, immediate, future or contingent.

Confidential Information means any confidential or proprietary information (in any form) obtained in connection with a Contract (including the terms of a Contract and any notes or copies of confidential information). It, however, excludes information which:

(a) is or becomes a matter of public record other than by a breach of these Terms;

(b) the discloser certifies in writing as not being confidential; and/or

(c) the recipient proves it lawfully possessed the information before obtaining it in connection with a Contract.

Contract means each and any contract for the performance of Supply by HutSix to you.

Documentation means any manuals and other written materials (including in electronic form) concerning the Software that HutSix agrees in a Quote to prepare and provide to you.

HutSix means Hut Six Pty Ltd (ACN 641 834 344) of Suite 6, 11 Todd Street, Arrernte Country, Alice Springs NT 0870.

GST means any goods and services tax imposed (as applicable) under Australian law.

IPR means all intellectual property rights, title and interest including in patented and unpatented inventions, copyright (including in source code, data sets and algorithms), trade secrets, know-how and trade marks (registered or unregistered).

Liabilities means Claims, losses, liabilities, costs or expenses of any kind and however arising, including penalties, fines and interest and including those which are prospective or contingent and those the amount of which for the time being is not ascertained or ascertainable.

Materials means any all software, source code, or other materials created by HutSix in relation to the Software (whether in a material form or not) and includes, without limitation, manuals, specifications, development, performance and implementation documentation and test materials.

Milestones means the milestones (if any) specified in the Quote.

Milestone Due Dates means the dates (if any) for performance of the Milestones as specified in a Quote or agreed in writing.

New IPR means all IPR and Materials developed by HutSix in providing the Services and provided to you which is not Background IPR.

Improvements means all improvements, fixes, patches, modifications, customisations or adaptations made to specified IPR (including all documentation and source code relating to the same).

Notice means written notice by post or email.

Policies means any of HutSix's policies (whether attached to a Quote or these Terms or available at a website specified by HutSix) which HutSix otherwise applies to the applicable Supply being provided (each as amended or re-issued by HutSix from time to time) including the Support Policy (if any).

Quote means any written quote or proposal or written offer from HutSix to you to perform Supply including any statement of works HutSix gives you.

Schedule means any of HutSix's schedules of rates and prices from time to time including:

(a) the hourly rates for HutSix's Staff with particular expertise; and

(b) the price for any particular Supply.

Services means a Supply comprising of HutSix providing Software development services to you and/or scoping and advice services in respect of the potential development of Software for you, as set out in an applicable Quote.

Supply means HutSix's provision of services to you under a Contract as set out in a Quote or, if outside the scope of a Quote, as agreed with you and includes all Services and/or any Maintenance Services provided to you.

Software means the software (including an app if applicable) to be developed by HutSix for you as specified in a Quote and includes, if applicable, the Documentation.

Specifications means any specifications for the Software specified in a Quote.

Staff means any of HutSix's employees, contractors or agents engaged by HutSix to perform the Supply.

Support Policy means HutSix's policy, if any, as provide by HutSix to you with a Quote or available from a website designated by HutSix which sets out the provision of Maintenance Services by HutSix and your obligations in respect of the same.

Tax Law means all forms of taxation, duties, levies and imposts of any jurisdiction (Federal, State or Local).

Third Party IPR means any third party software (including software tools) used in the Software.

Updates means all improvements, fixes, patches, modifications or adaptations made from time to time by HutSix to the Software.

You means the person or company signing or accepting these Terms.

86. In these Terms:

86.1 a reference to "\$" or "dollars" is to the lawful currency of Australia;

86.2 a reference to "law" means singular includes plural and vice versa;

86.3 reference to a person includes a corporation and partnership and vice versa;

86.4 headings do not affect interpretation;

86.5 no rule of construction applies to the disadvantage of a party because that party put forward these Terms or a Contract or any portion of it;

86.6 if any part of a Contract would be unenforceable, the provision must be read down to the extent necessary to avoid that result, and if the provision cannot be read down to that extent, it must be severed without affecting the validity and enforceability of the remainder of the Contract;

86.7 where HutSix is required to provide you with any written document or information HutSix may do so electronically;

86.8 reference to a party includes a successor to the rights or obligations of that party under this Terms and its officers, employees and agents; and

86.9 any agreement or consent made or given under these Terms must be in writing and writing includes by email exchange.

Signed as an agreement:

Signed for and on behalf of Organisation name

by:

Full name

Position held

Signed for and on behalf of **Hut Six Pty Ltd** by:



Brad Bellette

CEO

2024-03-19

HUT SIX PTY LTD (ACN 641 834 344)

Version Control: Version 1.1

Dated: 17 March 2021



Quotation

From **Bellette**
Larrakia Country
Darwin NT 0800

Arrente Country
Alice Springs 0870

Kaurna Country
Adelaide SA 5000

Freecall 1800 006 936
ABN: 34 089 989 417
email: accounts@bellette.com.au

For **Barkly Regional Council**
PO Box 821
41 Peko Road
Tennant Creek NT 0861
Australia

Estimate ID **BQ7520**
Issue date 21/07/2023

Subject **eCommerce - Client: Barkly Regional Council: Website Redesign Quote**

Description	Amount
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<p>*Website Redesign Quote*</p> <p>*Client:* Barkly Regional Council</p> <p>*Reference Websites:*</p> <ul style="list-style-type: none"> - [Barkly Regional Council](https://www.barkly.nt.gov.au/) - [Alice Springs Town Council](https://alicesprings.nt.gov.au/) <p>*Scope of Work:*</p> <ol style="list-style-type: none"> 1. *Website Redesign and Development* <ul style="list-style-type: none"> - A fresh, modern, and responsive design inspired by the Alice Springs Town Council website. - Ensure the website is optimized for performance across multiple platforms, especially mobile devices. - Content migration from the current website, ensuring all essential data, especially Council Meeting Minutes and Agendas, are carried over. 2. *Online Payment System Integration* <ul style="list-style-type: none"> - Enable customers to pay for services such as rates, infringement notices, animal registrations, and more. 3. *Form Transformation* <ul style="list-style-type: none"> - Convert existing PDF forms to electronic forms using Jotform for better compatibility across devices. - Provide training or documentation on how to manage and update these forms. 4. *Online eComm System* <ul style="list-style-type: none"> - Implement a system for payments, hire, bookings, and other relevant services. 5. *Two-Factor/Multi-Factor Authentication (2FA/MFA)* <ul style="list-style-type: none"> - Introduce an additional layer of security for CMS access. 6. *Content Management System (CMS) Access* <ul style="list-style-type: none"> - Maintain the current access structure. - Provide training or documentation on how to use the new CMS. 7. *SEO and Social Media Integration* <ul style="list-style-type: none"> - Optimize the website for search engines to ensure high visibility. - Integrate with existing social media platforms and provide options for further enhancements (details to be provided by Tash). <p>*Pricing:*</p> <ol style="list-style-type: none"> 1. *Website Redesign and Development* 2. *Online Payment System Integration* 3. *Form Transformation* 4. *Online eComm System* 5. *Two-Factor/Multi-Factor Authentication (2FA/MFA)* 6. *Content Management System (CMS) Access* Included in the redesign 7. *SEO and Social Media Integration* <p>*Timeline:* 10-12 weeks from the date of approval.</p> <p>*Notes:*</p> <ul style="list-style-type: none"> - This quote is an estimate based on the provided information. Any additional requirements or changes to the scope may affect the final cost. - Ongoing support, maintenance, and updates can be provided under a separate service agreement. - You will have the opportunity to review and provide feedback at various stages of the project. <p>Please review the above quote and let us know if you have any questions or if there are additional requirements we should consider. We're excited to work with Barkly Regional Council to create a website that meets your needs and serves your community effectively.</p> <p>Best regards,</p> <p>Brad and the Development Team.</p>	<p>\$0.00</p>
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<p>Design, development and content migration</p> <p>Our solution is a 'turnkey' platform, that leaves no work in your hands, and all of the collation with our team instead. We develop and design the website, and capture captivating content (written and visual) to accompany it. Your website is only as good as your content is, and we work to create a streamlined, custom solution that meets your needs without the headache.</p> <ul style="list-style-type: none"> • Create a sitemap for approval, based on required structure • Design and customise the website accordingly to your brand and goals for the website. • Import content to website - including text and media (photos etc.) • 1x round client alterations to design after preview • Customise user permissions and access to each section of the content management system (CMS) as per client specifications and required access. • Launch website • Project management and client communications <p><i>If you'd like to supply your own content, it will need to be supplied all in one go. Additional content will not be added after the initial round unless budget allows or additional budget is allocated. You will be able to make additions and changes to the content after we have launched and you have received your personal credentials.</i></p>	\$11,000.00
<p>2. *Online Payment System Integration:*</p>	\$1,760.00
<p>4. *Online eComm System:*</p>	\$2,200.00
<p>5. *Two-Factor/Multi-Factor Authentication (2FA/MFA)*</p>	\$1,100.00
<p>6. *Content Management System (CMS) Access:*</p> <ul style="list-style-type: none"> - Maintain the current access structure. - Provide training or documentation on how to use the new CMS. 	\$0.00
<p>7. *SEO and Social Media Integration:*</p>	\$880.00
<p>Annual hosting + eComm Solution - ONGOING COST - 1 year</p> <p>- \$330 PER MONTH</p> <ul style="list-style-type: none"> • Unlimited asset storage will on Amazon S3 • No bandwidth restrictions • 24/7 Monitoring of performance and outages • SSL certificate included and HTTPS enabled <p>This is an annual (12 months) charge and does not include email hosting.</p> <p>This hosting charge also includes 3 hours worth of support throughout the year. Examples of basic support include:</p> <ul style="list-style-type: none"> • Revised training session to remind you how to use the CMS • Assistance with basic content changes • Reissuing logins for additional staff members 	\$0.00

Subtotal	\$16,940.00
GST (10%)	\$1,694.00
Project Management (16%)	\$2,710.40
Quote Total	\$21,344.40

Notes

If there are client alterations or extra services outside of the brief for the project, or requiring more time, we will get you a fresh estimate that accounts for the additional work.

Estimate Validation and Payment

- Upon verbal approval or signing, you agree: ownership remains with Bellette Media Pty Ltd until full payment has been made
- Upon verbal or written approval of this estimate, a 30% payment is required in order to commence your project.
- Once the first stage has been completed, a second invoice of 30% will be issued to progress project.
- The final 40% remaining balance will be billed on project completion, this is not related to the use of the project.
- 100% upfront payment of the balance of this estimate is optional

- Payment terms are 14 days from the invoice date
 - Any additional amendments, requirements or requests outside of the items listed in this estimate will be billed for additionally
 - This estimate is confidential and /or privileged, if you are not the intended recipient of this estimate, you must not disclose or use the information contained in it
- This estimate is valid for 14 days from date of estimation, and payment terms are 14 days from invoice date, and further more agree to conditions as outlined below:

A detailed version of our terms and conditions can be viewed here: <https://bellette.com.au/terms-and-conditions>



Barkly Regional Council Website Proposal

Nagaraju Kharra
ICT Coordinator
Barkly Regional Council
41 Peko Road, Tennant Creek, NT 0860
nagaraju.kharra@barkly.nt.gov.au
08 8962 0035 | 0481 731 798

9th April 2024 | Prepared by: Michael Hawkes, Managing Director, Captovate





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INTRODUCTION

Hi Nagaraju,

Thank you for the recent video meeting with regards to the design and development of the new Barkly Regional Council website.

It was great to talk with you and gain a good understanding of your future objectives. We look forward to working with you in the future.

Within this proposal, you'll find a summary of how we approach web design projects, a summary of features unique to your site and the costs associated with its delivery.

Please do not hesitate to contact me if you require any further information. We look forward to delivering a quality website for your business.

Kind regards

A handwritten signature in black ink, appearing to read 'Michael Hawkes'.

Michael Hawkes

Managing Director
Captovate

michael@captovate.com.au | captovate.com.au | 08 8941 6888



UNDERSTANDING YOUR NEEDS

The Barkly Regional Council is in need of a website overhaul, the existing website has fallen behind and is no longer meeting the needs of the public.

Your objective is to initiate a rebuilding project, departing from the current CMS and transitioning to a CMS that is simple and easy to use. You aim to work with the developer to map out all necessary content. It is a high priority to develop the site before 30th June 2024 and create a visually engaging website that enables online payment facilities.

Captovate is thrilled to present a visionary proposal that aims to revolutionise the online presence of the Barkly community and empower the Barkly Regional Council with an innovative digital solution.

We are excited to introduce our comprehensive approach to designing and developing a cutting-edge regional council website tailored to the unique needs of the Barkly region. This proposal outlines how our solution will not only address the current challenges faced by the council but also pave the way for enhanced community engagement, streamlined communication, and sustainable growth. Our commitment to leveraging technology to foster positive change aligns perfectly with the aspirations of the Barkly community, and we are confident that our proposed website will be a transformative asset for both the community and the council.



OUR SOLUTION

Captovate has been the Territory's leading digital agency for the last 18 years, at the forefront of web design and digital marketing. Whilst each and every project is different in nature, our fundamental process stays the same, ensuring each site meets best practice in web design and the strategic direction of the client.

The following elements are key to the successful recipe that we have developed over the years:

Robust planning

To commence each project, we hold a kickoff meeting to ensure the requirements have been gathered and expectations are aligned. From there, we put together our internal planning document that outlines all the requirements for our designers and developers.

Custom design

Your organisation is unique and so are each and every one of our websites. Our designers will create a modern and inspiring website that adheres to your brand style guide or recent marketing collateral.

Easy to manage

Take control of your website by easily updating photos and content yourself. Our websites are built in an easy to use content management system and we also provide a comprehensive resource centre to help you troubleshoot.

Animation and Interaction

Through the development, your site will come to life through the use of animation and interaction. These may be hover states, swipe gestures or subtle animations that help make your site feel engaging and interactive.

Mobile optimised

Our websites are designed with all devices in mind; desktop, mobile and tablet.

Search Engine Friendly

Your new website will be key in communicating your messaging. Having your information found through keyword searches will be pivotal in creating awareness of your services and events. Our websites are designed to help your organisation appear at the top of Google for targeted keywords.



Key Features

Easy to Edit

You have full control over editing the site. It is a simple click and type editor tool. You require no specific technical skill to make changes.

Drag-and-Drop Editor

Adding images and graphics is easy with our drag-and-drop editor.

Set Font Styles

We set the font style, allowing you to create new content without having to change the styles each time. This ensures that your site keeps its consistent look and feel, but you have control over editing content.

Sections templates

Provision of numerous section templates, that allow you to easily create new sections within a page within seconds.

Page Duplication

Duplicate any page on your site and use its design and layout in another area of the site. This creates a consistent approach to the pages, but also makes editing easy.

Design flexibility

Allows for different approaches to each lower level page, including unique banner images, or page structures.

Rich media

Allows for embedding images, audio and videos site wide.

Search Engine Optimisation controls

Easily edit your SEO keywords via the editor. This allows the content editors to control the keywords, rather than needing to edit them via the html.

Privacy pages

The system provides pre-developed content for privacy and cookie compliance for you to customise and control.

Image Optimisation

All images are automatically optimised and resized, per device and according to their location on the page, for faster page speed.

Photo Editor

Edit your site images from directly inside the editor with the rich, built-in photo editor. You can crop, resize, add overlays and more.

Video embed

You will have the ability to embed third party videos without going into the code. The videos will also be wrapped with code that enable them to be optimised for mobile and tablet devices.



Free Images & GIFs

Choose free images and GIFs from our extensive library, Unsplash, GIPHY, and more. The powerful Image Picker makes adding them to your site quick and easy.

Image Slider

Arrange multiple photos in a swipeable image slider and choose from fantastic layout options. Add titles, captions, buttons, links, and more.

Form builder

Easy to use form builder, allowing the content editor to build the form fields, as well as edit the email responses.

Permission levels

Ability to control editor access, including providing different editors with different access to content updates.

Document Repository

Your new website will improve the display and usability of the Forms, Policies, Council Minutes and Agenda etc.

Community surveys

We understand the need to post community surveys in view of engaging the community before making important decisions. This functionality will provide the ability for website users to download documents and provide feedback via a secure webform.

Events calendar

You will have the ability to add events into the website, with the ability to add filters for different types of events. Events will have an image gallery attached and can be shared through social media.

News articles and image galleries

New articles and image galleries can be added into the website to keep the community informed and engaged.

Prominent email sign up call-action

We can help you create engaging newsletters with MailChimp integration. Creating a section in the footer or homepage that allows people to easily sign up for your next newsletter.

Online Payments

You will have the ability to enable customers to pay for services such as rates, infringement notices, animal registrations and more.

Accessibility

Your website will meet WC3's WCAG (web content accessibility guidelines) 2.0 standards. This includes the ability to resize or print text, screen reader compatibility and use of Vision Australia approved colours in all designs.

OUR PROCESS

1. Workshop

Our strategy team will first conduct a stakeholder workshop to share ideas and expectations between project owners. An outcome of this workshop is the 'digital strategy' document that details the key decisions made in the workshop, aligns website objectives, maps out the site architecture, defines the search keyword strategy and outlines the functional specifications of the website. We will also record roles and responsibilities for content creation.

2. Content Development

Content is king, and in order for your website to effectively engage prospective clients, the content on your website should be well written. We will work with you to gather all the content about your business and services. We have software to get this stage started immediately and allow you to assign particular staff to write specific content if needed. We can later migrate the content into the website. If you do require a professional copywriter, we can also provide these services.

3. Website Design

At this stage, all of the prior planning and strategic decisions are translated into a visual design. Because each and every website has a different purpose and different audience, we design all of our websites ensuring the website is not only visually appealing, but also completely customised to meet your needs.

4. Internal Page Design

A truly polished website is more than just a pretty homepage. A great website is one where every single page has been thoughtfully considered and designed around the content requirements. We use the initial homepage design as a basis to roll out the concept to all landing pages and unique internal pages across the site.

5. Website Build

This is the stage where the website design turns to life. Our development team don't just think in 0's and 1's, they work with the designers in ensuring the intention of the user experience comes to life through engaging animation and meaningful interactions to increase usability. This is also the stage when the developers build the website into the content management system (CMS). It's at this stage that our developers build specific site functionality and customisations.



6. Training

Before going live, we ensure that your content editors have been trained on how to easily manage the website themselves.

7. User Acceptance Testing

Once the content has been entered into the site, we ask you to carry out what we call user acceptance testing (UAT). During UAT all forms and downloads should be tested and checked to see if they are working properly.

8. Deployment

Having completed our pre-live developer checklist, we will make the website go live. Once the switch has been made and the propagation is complete, our developers conduct their post-live checklist to ensure the deployment has been successful and the website is performing as designed.



SUPPORT PACKS

Your new website can be a really powerful marketing tool for your council, but it does require some love and care.

To make the most of your website, it needs to be updated regularly with great content and imagery so your audience can stay up to date.

We always give our clients training to effectively update their own website, but we also know that you can get completely swamped in day to day business. That's where our awesome support team comes to help.

Using your support pack

By logging a job through support@captovate.com.au you are able to submit job requests with a priority response time (one business day).

Here are some common uses for our support service:

- Assisting in adding content to your website when you're super busy
- Enhancing existing content through page layouts, formatting imagery or tweaking your web content with timely information
- Additional website training or assistance in other web applications such as Facebook, Twitter or YouTube etc
- Technical support - for when you're experiencing some technical glitches

Support packs last for 12 months. When you submit a support request, generally you will be charged at least 15 minutes to handle the enquiry. Also, we'll always notify you first if a job request is going to take over one hour to manage.

Local support

As Darwin's leading digital growth agency, Captovate is able to create you a website that is not only visually appealing and highly functional, but our local team will provide you that complete customised service, as we have a dedicated support team, you'll find we're always available and can provide fast turnaround times on additional support services.



TIMEFRAME

Upon commencement of the project, a detailed timeline with milestones and asset requirements will be provided by your dedicated project manager. Here is a list of key project milestones and an indicative project timeline below:

TASKS/WEEKS	1	2	3	4	5	6	7	8
Strategy Workshop	█							
Content Development (Client)		█	█					
Web Design				█				
Internal Page Design				█				
Website Build					█	█		
Training							█	
SEO & QA							█	
UAT								█
Deployment								█

Delivery before 30th June 2024



COSTS (ex GST)

STAGES/DESCRIPTION	PRICE
Strategy Workshop <ul style="list-style-type: none"> Define the information Architecture Home Page content Keyword strategy Functional requirements Roles and responsibilities Content requirements Design direction 	\$1,440
Creating a powerful website <ul style="list-style-type: none"> Create the site information architecture Design of Home page and secondary level pages Gather content Set up site hosting Build site Training SEO Site review and testing Go live / Deployment 	\$18,000
TOTAL	\$19,440

Ongoing Costs (ex GST)

DESCRIPTION	PRICE
Hosting (Per Month) <ul style="list-style-type: none"> CMS Software Updates Monthly Analytic Reports Cybersecurity monitoring 	\$250
Web Service Level Agreement (Per Year) <ul style="list-style-type: none"> Response times 5 hours of user support Minor website website updates Additional support packs available 	\$850



Optional Costs (ex GST)

DESCRIPTION	PRICE
E-Newsletter Design & Development <ul style="list-style-type: none">• Customised design of newsletter• Training on how to create new newsletters	\$900
Website content writing <ul style="list-style-type: none">• 10 hours content writing	\$1,800



ABOUT US

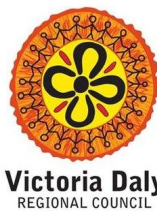
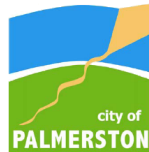
Captovate is an innovative, award-winning digital growth agency; digital growth is a new paradigm in digital marketing, leveraging the opportunities presented by digital platforms to grow a customer's business.

Captovate's services include web development, social media marketing, online advertising and digital content marketing. Captovate is also the Territory's leading provider of mobile app and elearning development.

Captovate has been in business in the Northern Territory for 18 years and services over 300 businesses and government agencies with a team of 15. Captovate's portfolio includes TIO, Power and Water, NT Airports and the City of Darwin, just to name a few. Captovate has won 14 national awards for web development and digital marketing and last year expanded into Adelaide.

The world of marketing is undergoing rapid change. Are you making the most of digital marketing?

Find out more visit captovate.com.au



Just some of the people we work with . . .

BRC ServiceDesk at a Glance

Generated Date: April 18, 2024

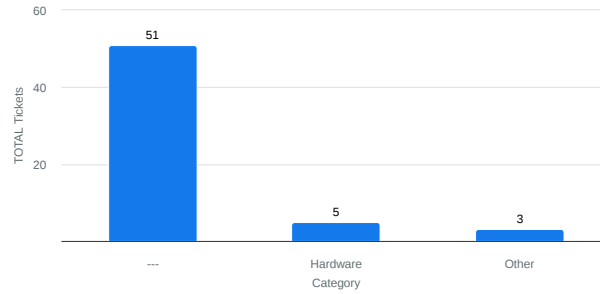
First Response Violated Tickets

TOTAL Tickets
9

Average Avg Response Time in Bhrs of Tickets

AVG Avg Response Time in Bhrs
8h 58m 46s

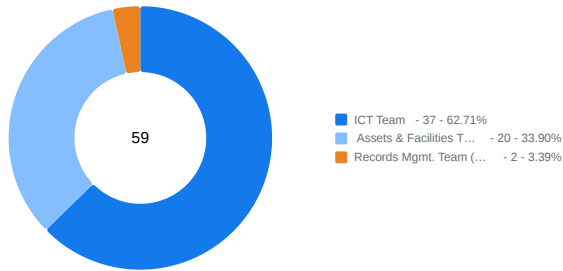
Total Tickets grouped by Category



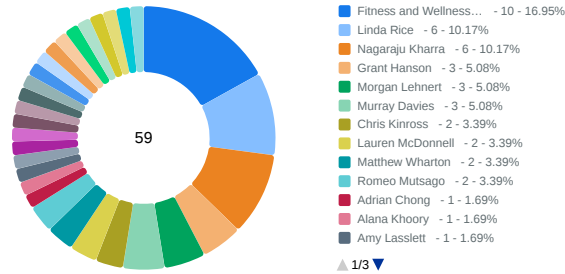
Tickets due Today

TOTAL Tickets
1

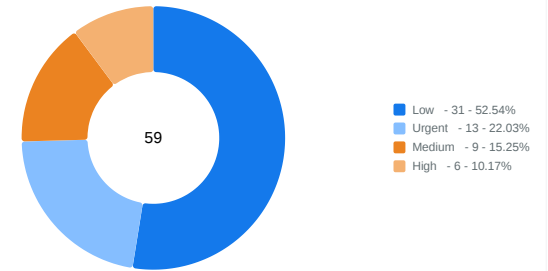
Tickets - Last 30 Days



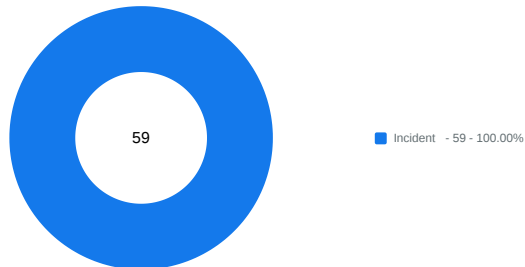
Tickets by Requester Name



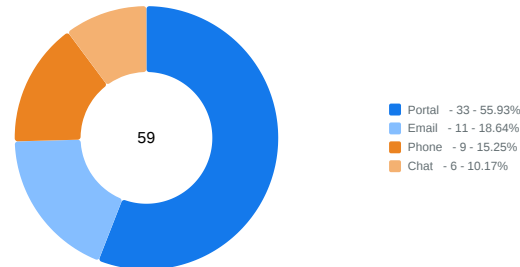
Tickets by Priority



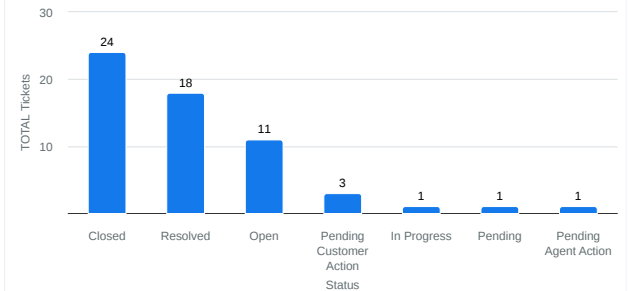
Tickets by Type



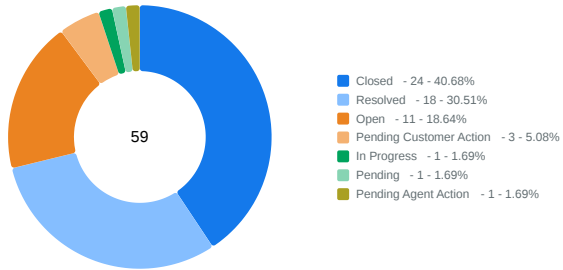
Tickets by Source



Total Tickets grouped by Status



Tickets by Status



Average Resolution Time in Bhrs of Tickets

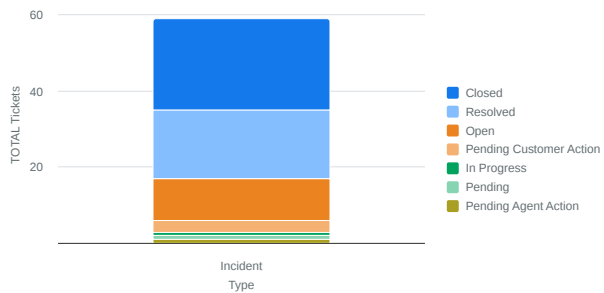
AVG Resolution Time in Bhrs
21h 12m 51s

CSAT Score by Agent Group

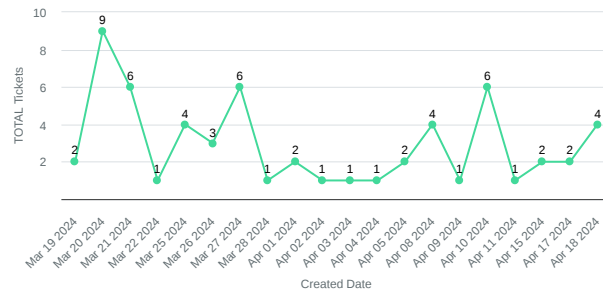


No data!

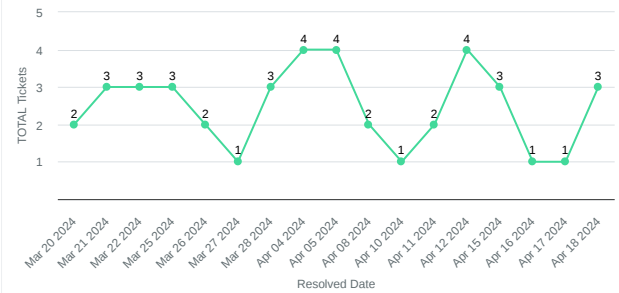
Tickets by Type and Status



Tickets by Created Date



Tickets by Resolved Date





ICT Brief

<p>Microsoft 365 Administration</p>	<p>Currently Microsoft 365 tenant administration is managed by the Councilbiz but in the future councilbiz will be handing over to BRC IT after the resignation.</p> <p>BRC IT Team has only Active Directory access to edit few user details and has admin credentials to install the applications and adding laptops to domain.</p>
<p>Cisco Meraki Dashboard</p>	<p>Councilbiz has full access to our meraki dashboard. Currently BRC IT Team has read only access to Meraki dashboard and full access to our Meraki Mobile Device Management.</p>
<p>SharePoint Online Migration</p>	<p>We are currently using MagiQ Docs Platform which is outdated, and we are in talks with councilbiz from past 1 year to do the MagiQ Docs to SharePoint Online migration. We requested to do the migration before June 30th as the magiq docs license expires at that time.</p>
<p>Telstra IPVAS Exit</p>	<p>As per the instructions from Telstra and CouncilBIZ, Alicurung and Ampilatwatja sites will go offline by end of the April. Councilbiz has ordered and received the starlinks which they will send their technician and starlink equipment to install that for us.</p>
<p>Network Infrastructure</p>	<p>Currently we are utilizing Cambium Point to point links to transmit Internet from main council office to rest of the sites in Tennant creek and all our communities. Councilbiz is in talks with us to replace current cambium point to point equipment with the Ubiquiti</p>





	<p>point to point equipment which is lot cheaper and faster connection.</p> <p>Sites that are on starlink : Tara, Mungkarta, Murray Downs, Wutunugurra and Arlparra. Canteen creek and Elliott Safehouse has starlinks which is pending installation which needs to be done by the councilbiz.</p>
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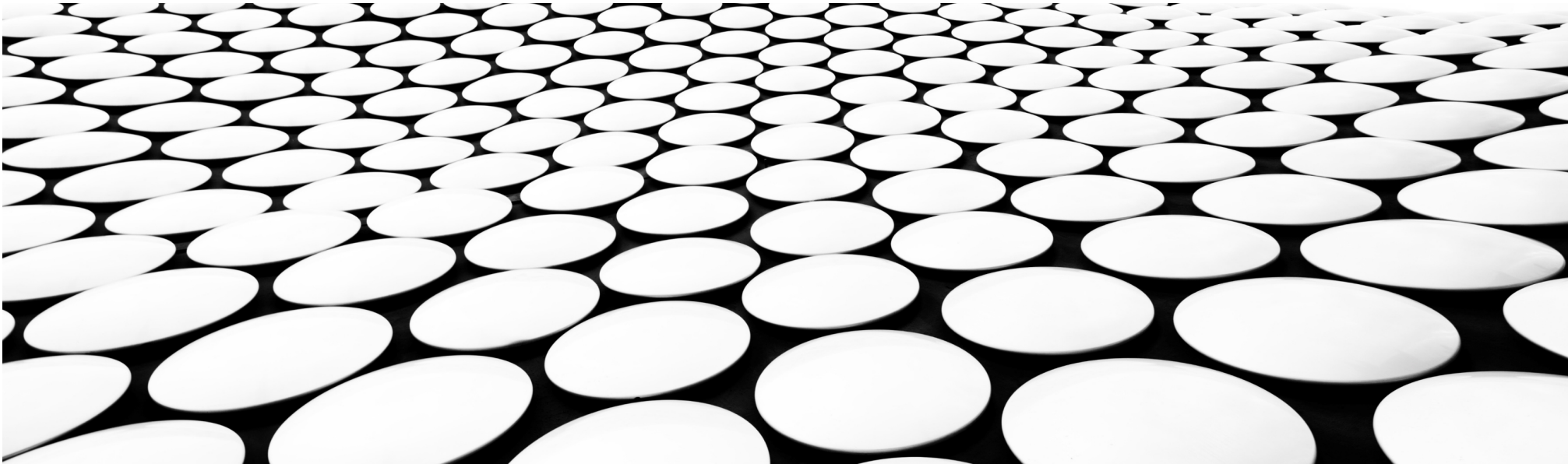


Barkly Regional Council
41 Peko Road
Tennant Creek NT 0860

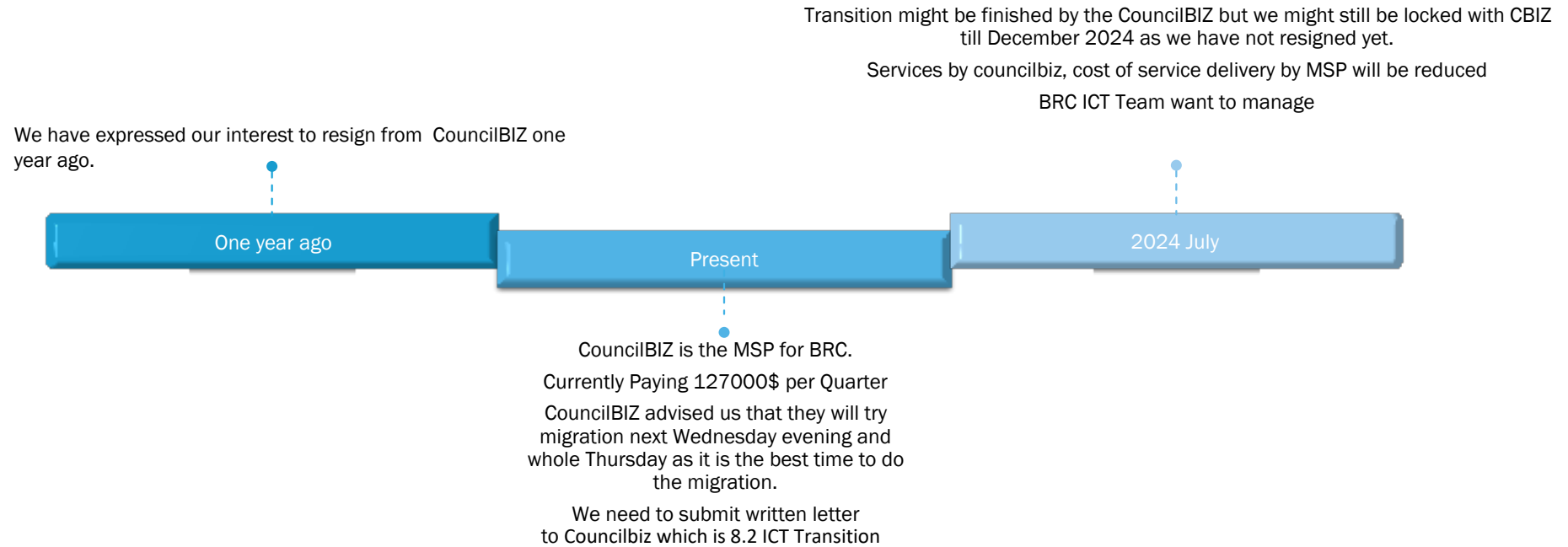
PO Box 821
Tennant Creek NT 0861

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

BRC IT REVIEW AND PLAN



OVERVIEW



UPDATE FROM COUNCILBIZ

- CouncilBIZ mentioned that they might do the Transition including Sharepoint Migration within next six weeks. They are currently doing the Roper Gulf Regional Council as a Trial Council.
- The recent update from councilbiz is they will do transition on Wednesday evening after 4:30pm and Thursday Public holiday.

KEY DECISIONS TO TAKE

- Previous CEO Russell Anderson have put the Resignation an year ago verbally but councilbiz requires it written. Corporate services director has written a resignation report (8.2 ICT Transition) and attached to the report. From the date of officially resignation
- Decision Making on Managing ICT In house by BRC ICT Team or Managed Service Provider by CEO or Council.

KEY DIFFERENCES – AFTER TRANSITION

- CouncilBIZ managed before transition – Councilbiz.local Domain
- Citrix Workspace– using Microsoft 2016 version’s inside the citrix – Will be end of life. Tech One is migrated to Xero
- MagiQ Docs – Records and Documents management system – Will be migrated to Sharepoint by CouncilBIZ.
- BRC ICT Team don’t have access to Microsoft365 Admin Portal.

- After Transition – BRC Domain
- Microsoft 365 Applications Latest and user accounts with E5 Licenses uplifting soon to M5 as advised by CBIZ.
- Sharepoint – Document Management system. Managed by Records officer and ICT Team.
- User need to login with email instead of username

BRC IT IN-HOUSE

- I propose to manage Council IT In-House post the exit of CouncilBIZ as we have good team with all the necessary skills.
- We have dedicated ICT Team of three which two ICT officers and a ICT Coordinator.
- Dividing ICT Workload by Priority and assigning the works within the team.
- Level 1 IT Support – Equipment installations and Addressing level 1 issues,
- Level 2 IT Support – User Management, Procurement, Network management,
- Level 3 IT Support - Critical ICT issues, Network issue's, Network Management – Cisco Meraki, Point to Point Network Infrastructure Management
- User Policy, Group Policy and security policies will be setup by CouncilBIZ and given to us prior to handover and we can add additional policies if required.
- Our Network is cloud managed and secured by Cisco Meraki and its network firewall by Cisco Umbrella which needs to be configured when adding a cisco meraki network device's like Router, Switch and Access point to Meraki dashboard.
- Our M365 is accessible only in Australia unless we have enabled cisco anyconnect vpn with the server key we provide.
- IT Coordinator will prepare a Strategic ICT Framework to ensure the Service delivery to BRC run's efficiently.
- Barkly.nt.gov.au - Domain security usually done by NT Government but we still need to update security Policies in M365 Administration when requested.
- MFA/ two factor authentication enabling on all the applications council utilising.

CYBERSECURITY

- CouncilBIZ is uplifting our licenses from E5 to M5 which is more secure than the current E5 and offers Microsoft Cloud App security, threat protection, Data Protection and End Point Management.
- Microsoft Defender is auto enabled for all the users with E5/M5 licenses and security portfolio and health can be managed via admin portal
- Spam emails and Phishing emails will be picked up by our threat protection.
- Cyber Awareness Training for end users - Implementing a system with cyber training modules that every end user must complete on the day of induction. Example : Phriendly Phishing
- Multi Factor Authentication for Microsoft 365 and all other applications which BRC Utilises.

- We currently have the cloud backup with councilbiz which we will implement the Third Party cloud backup AvePoint Cloud Backup after the transition.
- Cyber Liability Insurance with JLTA
- ICT Audit every six months or 1 year.

ICT PROJECTS

- Website Upgrade – Deadline June 30th
- IPVAS Exit – Starlink installations at Alicurung, Ampilatwatja and alpurrurulam – Work should be done by CBIZ .
Deadline April 30th
- Printer Contracts – Requested Quotations from NTIT(FujiFilm Official dealer) and Emerge IT(canon official dealer) and TTS Alice Springs(Update : received quotation from emerge IT and TTS Alice which is attached to the report 8.1 ICT Report)
- Alicurung CCTV Installation – Installed pending confirmation of completion of project from Ronin security.



THANK YOU

Corporate Services Directorate Reports

8.2 ICT transition

Author Murray Davies (Director of Corporate Services)

RECOMMENDATION

That Council notes, approves and acts upon the recommendation:

- BRC acknowledges its previous intent to migrate away from Council Biz
- BRC issues the required six months' notice to the Minister and Council Biz of its intention to discontinue its alignment with and usage of Council Biz's services

SUMMARY

BRC has the capacity to run and manage its ICT services in-house. Currently software licenses, setting up and managing staff profiles are managed by Council Biz. BRC staff manage computer hardware and several other proprietary software services.

BRC has the capacity to manage its Records and ICT services, including service levels.

BACKGROUND

BRC is utilising the services of Council Biz for software licensing, staff profiling, level three support, firewall and cyber security, record services. BRC already has arranged a number of replacement services relevant to the proposed migration.

The major changes with the transition will be departure from Citrix, windows 11 deployment, MagiQ docs to SharePoint Migration.

CouncilBIZ will eventually handover the Barkly Microsoft 365 Admin Tenant to BRC ICT Team which from then BRC will manage IT in-house.

As part of the migration, it was intended for the past year to migrate from this external provider to our in-house staff. Although CouncilBiz is informally aware of BRC's intention, advised that formal notification is required to their Board and the Minister.

ORGANISATIONAL RISK ASSESSMENT

Ensuring adequate ICT resources including staffing is available

BUDGET IMPLICATION

Some budgetary savings should be achieved compared to our current outsourced arrangement

ISSUE/OPTIONS/CONSEQUENCES

ICT security, currently managed by Council Biz would become an internal responsibility. Relevant software to be in place and regularly updated



CONSULTATION & TIMING

CEO briefed

ATTACHMENTS:

1. Agenda 240411 [8.2.1 - 1 page]

Agenda: 11th April.

- Departure from Council Biz; preferred departure date & providing notice to CouncilBiz (does this also require Ministerial consent?)
- BRC managing post exit:

Level one issues – Hema - network services

“” two - Grant - critical issues

“” three - Nag - security, firewall, cyber security (phishing, spam), MS365

Staff will need some training in identifying threats.

*Alternative: MSP (managed service provider – equivalent to CBiz & a retro step

- Share Point – IT & Records
- Security level being increased from E5 to M5 - in progress
- Important to consider Cyber Security insurance

Services/software requiring protection:

Doc Assembler, Approval Max, Xero, Elmo, share point, domain protection.

- M365 & Cisco Meraki administration to be transferred to BRC
- Ticketing system in place – utilized by IT, Records & Assets
- P2P – Cbiz is recommending replacement of current system
- Migration – due to occur in 6 weeks. MagiQ license expires 30/6 – can be extended?

Current decisions required: when to leave CBiz – notice of exit

Do we need a transition period with MagiQ post transition?

9 COMMUNITY DEVELOPMENT DIRECTORATE REPORTS

Community Development Directorate Reports

9.1 Community Development Directorate Report

Author Sagar Chand (Regional Manager Safe Houses and Youth Recreation Program)

RECOMMENDATION

That Council receives and accepts the Community Development Directorate report.

SUMMARY

Community Care

1. Program Update:

Currently, Ali Curung, Alpurrurulum, Ampilatwatja, Arlparra, and Elliott Aged Care facilities remain operational, with focused efforts to mitigate staff absences at Ali Curung. Inclement weather, notably heavy rain, has impacted service delivery to outstations, yet dedicated staff have persevered in reaching clients at Ali Curung. Fortunately, client feedback remains positive, with no reported complaints. Regular fortnightly meetings with team leaders persist to address operational issues, alongside positive feedback from clients during meal deliveries and organised events like Sorry Business and community gatherings at Ali Curung Aged Care.

Efforts to assess new clients are ongoing at Alpurrurulam Aged Care, though transportation difficulties due to adverse weather conditions necessitate local supply sourcing. Scheduled visits by Community Regional and Zone Managers to Ali Curung Aged Care are planned to ensure quality service provision, while both Ampilatwatja and Arlparra Aged Care facilities operate smoothly. Addressing staffing shortages at Ampilatwatja Aged Care remains a priority, with active efforts by the team leader. Coordination meetings between Zone Managers persist to enhance service delivery, alongside ongoing processes like renewing clearances for staff members. Despite weather-related challenges, Hampers were delivered to clients during road closures, ensuring continuity of care across facilities.

2. Staffing update

Location	Staff	Vacant	Comment
Tennant Creek	4		
Ali Curung	4	1	
Alpurrurulam	4	1	
Ampilatwatja	6		

Arlparra	4		
Elliott	7		

3. Highlights and Achievements:

- Ongoing staff trainings across all levels to enhance skill development.
- Allied Health Team collaborated with the team leader of Alpururulam for new client assessments.
- Organised Murray Down outings and group activities at Ali Curung Aged Care events.
- Continuous recruitment efforts in various communities resulting in the addition of new staff.
- RAS Team coordinated with the team leader of Arlparra for new client assessments.

4. Goals & Objectives

Goals

Ensure consistent and thorough meetings and evaluations to continuously enhance service delivery for clients, prioritising their needs, privacy, and dignity in alignment with aged care standards, while maintaining a client-centred approach.

Objective

To complete the aged care service delivery efficiently.

5. Challenges and Issues

Challenges:

- Inconsistent staffing attendance without prior notification poses a significant challenge.
- The absence of a team leader at Ali Curung and Ampilatwatja complicates service delivery efforts.
- Adverse weather conditions, particularly during rainy seasons, impede food delivery to clients in Ali Curung and Alpururulam.
- Staffing management remains a persistent challenge across multiple centers.
- Rainy seasons exacerbate the difficulty of meal delivery to outstations in both communities.

Issues:

- Unauthorised staff absences causing delays in service delivery.
- Infrastructure issues including rainwater leakage in the kitchen and the need for fence repairs due to a past break-in at Ali Curung.
- Maintenance issues such as malfunctioning air-conditioning, alarm system, and faulty camera at Ali Curung.
- Tree cutting and maintenance required at Arlparra Aged Care, with communication to the Area Manager and awaiting progress updates.

6. Stakeholder Engagement

- Allied Health Team visited to Alpururulam Aged Care for the assessment of new clients.



- Zone manager has interacted with Alex Van Dartel from Vandure regarding service delivery to their NDIS clients at Ampilatwatja.
- Has interact with central desert therapy for their service to the clients at Arlparra.
- Zone Manager interact with the Tennant Creek Hospital Ditecian regarding the review of the meal plans.

7. Resource Allocation

N/A

8. Training

- Continuous staff training programs aimed at skill development at all levels.
- Ongoing renewal processes for staff documents such as Working with Children checks and Police Checks.
- Implementation of toolbox training sessions in communities, including online training modules.
- Directives from Zone Managers to Team Leaders and staff at Ampilatwatja regarding workplace paperwork, daily tasks, and client service delivery, with an emphasis on staff encouragement to attend work.

9. Reporting

Program	Report	Due Date	Responsibility	Comment
CHSP (Commonwealth Home Support Programme)	Monthly Report	End of March- Completed Next Due April	Team Leader	Zone Manager to check

10. Upcoming Activities

N/A

11. Client’s numbers for both CHSP and NATSIFAC Program

	Ali Curung	Elliott	Alpurrurulam	Ampilatwatja	Arlparra
CHSP	14	9	2	9	13
NATSIFAC	4	4	6	6	7
Total	18	13	8	15	20

12. Update on Service Delivery for both CSHP and NATSIFAC Program for March 2024

March 2024 Service Delivery



Service Type	Activity ID	NATSIFAC	CHSP
Centre-Based Respite	<i>Activity Total 4-7W5B781</i>	18	46
Domestic Assistance	<i>Activity Total 4-7W5G8D1</i>	177	152
Meals	<i>Activity Total 4-7W5G8KU</i>	1454	2318
Personal Care	<i>Activity Total 4-7W5B7FN</i>	25	8
Social Support Group	<i>Activity Total 4-7W5J1FQ</i>	30	24
Social Support Individual	<i>Activity Total 4-7W5J23D</i>	44	45
Transport	<i>Activity Total 4-7W5B7OK</i>	77	182
Other Food Services	<i>Activity Total 4-7W5G8PV</i>	0	0

SAFE HOUSES AND YOUTH RECREATION PROGRAMS

1. Program Update for Council Meeting

Safe House

Ali Curung Safe House is facing operational challenges with the absence of a Coordinator and a resigned staff member. Meanwhile, at Elliott Safe House, although the coordinator is on maternity leave, operations continue with an Acting Coordinator and two casual staff members in place.

At Elliott Safe House, regular programs such as morning teas and information sessions persist, showcasing the ongoing commitment to serving the community. However, due to staffing shortages, similar programs have been temporarily suspended at Ali Curung Safe House.

Efforts to address the staffing gap are underway, with recruitment efforts ongoing. So far, only one candidate has expressed interest in the coordinator position at Ali Curung Safe House, and an interview process is scheduled.

Despite these challenges, BRC Safe Houses remains steadfast in its mission to provide vital support services to those in need. The organisation continues to prioritise continuous improvement and innovation, ensuring that it can effectively meet the evolving needs of the community it serves.

Youth, Sports and Recreation

In some communities, the Youth, Sports, and Recreation (YSR) program are experiencing disruptions due to staffing issues. Alpururulam currently operates without its team leader, who is temporarily relocated to Tennant Creek for an investigation into a complaint. This absence has impacted the program's leadership and day-to-day operations.

Similarly, Ampilatwatja is facing difficulties in delivering the YSR program effectively. The team leader's focus on administrative tasks rather than youth engagement has resulted in a lack of YSR program delivery and ineffective performance management. This situation has created challenges in maintaining the program's impact and meeting the needs of youth in the community.

To address these challenges, a School Holiday Program has been developed for the communities. However, due to Ampilatwatja's struggles, a partnership has been formed with Barkly Regional Arts and MusicNT to deliver a Music Week during the school holiday period. This collaboration aims to provide alternative recreational opportunities for youth in Ampilatwatja and ensure that they can still participate in engaging activities during the holidays.

Despite the challenges faced by the YSR program, efforts are being made to enhance participation and cultural activities within the communities. Collaborative initiatives with stakeholders and flexibility in program scheduling have been key strategies in overcoming these obstacles. These efforts are essential in maintaining the program's success and effectively serving the youth in the communities.

2. Staffing Updates

This is the present staffing level of Safe houses and Youth Recreation Programs:

Location	Department	Staff	Vacant	Comment
Tennant Creek	Safe houses and YSR	1	2	Zone manager YSR and Children Specialist DFSV interview ongoing
Ali Curung	YSR	4		
Alpurrurulam	YSR	4	1	1 Staff relocated to Tennant creek
Ampilatwatja	YSR	3	1	
Arlparra	YSR	3	1	
Elliott	YSR	4		
Wutunugurra	YSR	3	1	Team leader position vacant
Ali Curung	Safe House	2	2	Coordinator – interview ongoing
Elliott	Safe House	4		Coordinator on parental leave
RN Employment Trial Partnership Program		2	2	Recruitment ongoing for 1, recruitment request for 1 sent to HR

3. Highlights and Achievements

International Women’s Day was celebrated in Elliott on 08/03/2024. The report of the celebration was presented on the LA meeting.

4. Goals & Objectives

The immediate objective of the department is to deliver a cohesive School holiday program in all communities.

The ultimate goal is to meet the KPI as outlined in the agreement.

5. Challenges and Issues

- a. **Insufficient Resources:** YSR program urgently needs a vehicle for Ampilatwatja, Alpururulam, and Wutunugurra, pending discussion with the fleet team.
- b. **Leadership Gap:** Alpururulam operates without a team leader, impacting program delivery and future performance reports.
- c. **Program Continuity:** Maintaining regular programs in Ampilatwatja is challenging post-CAYLUS partnership termination, although successful holiday programs were conducted with external support. Similarly, Ampilatwatja is facing difficulties in delivering the YSR program effectively. The team leader's focus on administrative tasks rather than youth engagement has resulted in a lack of YSR program delivery and ineffective performance management. This situation has created challenges in maintaining the program's impact and meeting the needs of youth in the community.

6. Stakeholder Engagement

Stakeholder	Date	Location	Comment
Barkly Regional Arts	Ongoing	Tennant Creek	<ul style="list-style-type: none"> • To celebrate International Women’s Day - Elliott • Celebrate Music Week at Ampilatwatja and week program in Ali Curung focused on Youth
MusicNT	Ongoing	Tennant Creek	<ul style="list-style-type: none"> • Celebrate Music Week at Ampilatwatja and week program in
Primary and Public Health – Barkly	08/03/2024 (Ongoing)	Tennant Creek and Elliott	<ul style="list-style-type: none"> • To celebrate International Women’s Day – Elliott • Working together for other communities as well to organise similar information sessions
CAYLUS	Ongoing	Online, Ali Curung	<ul style="list-style-type: none"> • To support YSR program in Ali Curung 19/03/2024 to 22/03/2024 • And future support

7. Resource Allocation

YSR Team leader – Alpururulam is working at the TCYC until the investigation is over.

CAYLUS’s TROOPY from Alpururulam is relocated temporarily to Arlparra.



8. Training

- a. Working together with Charles Darwin University to enrol YSR staff to Certificate level training
- b. Ongoing mentorship and guidance for Safe house and YSR staff.
- c. After the initial meeting with the Central Desert Training, we have not heard anything back, although they said they will start the program early this month

9. Reporting

Upcoming reporting:

Program	Report	Due Date	Responsibility	Comment
Safe House	Monthly Report (February)	End of April	Safe House Coordinator	Regional Manager to check

10. Feedback and Complaint

- a. A complaint was made by the Youth Sports and Recreation Team leader – Alpururulam on 16/02/2024. The matter is under investigation by HR department.

11. Upcoming Activities

- a. Scheduled Ali Curung FUNDAY program is on hold until further notice as requested by other stakeholders.
- b. We are planning for music program for Ampilatwatja from 08/04/2024 till 12/04/2024 in partnership with Barkly Arts and MusicNT.
- c. School Holiday Program for communities.
- d. Partnership program for Ali Curung focused on youth with partnership with Barkly Arts. Date not confirmed yet, aiming for week starting on 29/04/2024.

COMMUNITY SAFETY PROGRAMS

1. Program Update for Council Meeting Communities

North Zone- Elliott, Mungkarta, Ali Curung, Murray Downs (Imangarra), Tara

Mungkarta Staff have recently had training and supervision around scheduled work hours to ensure Night Patrol program is being delivered in accordance with funding requirements. Staff has also had training in completion of timesheets and other mandatory Council documentation. As a result Staff have also undertaken a thorough clean of the Mungkarta and the allocated Night Patrol Vehicle.

Invitation extended to ALO(Aboriginal Policing Liaison Officer) and the Local Aboriginal Police Liaison Officer to attend the communities with Regional Night Patrol Manager to engage with Communities to address any matters of concern

Night Patrol Staff have assisted the Safe House Program with Staffing in Elliott when required. Night Patrol Staff also assist in the Youth Program as and when required. Night Patrol Staff are to be commended for being willing to assist in our areas of service delivery by Council in the Communities.

South Zone-Alpurrurulam, Wutungara, Canteen Creek, Ampilatwatja, Arlparra

Shaun Wickham attended Wutungara and spoke with Team Leader to arrange suitable interview for potential Night Patrol Staff. Feedback from Team Leader Wutungara that Community working effectively. Recruiting of additional Staff of another Male and Female to ensure Cultural considerations re working arrangements are considered.

Attended Ampilatwatja for Local Area Meeting with Police and other Stakeholders. Feedback given that number of break ins at businesses and other facilities is causing concern as being performed juveniles, stakeholders engaging to formulate possible solution to address this issue.

Attended Arlparra Community Local Area Meeting which raised the issue of Domestic Violence in the Community. The Victims are to frightened to speak up and seek assistance from Stakeholders or other agencies who maybe able to assist. Break ins in the Community also occurring of which Night Patrol have previously been a victim of such crime.

General Program Update

It department have been assisting Night Patrol Teams across all communities to ensure suitable office equipment with internet connectivity can be used by Staff to perform their duties.

On going training to Staff within all communities in Council's programs to aid in performing the clerical components of their roles. This is to ensure all supplied documentation is accurate and compliant.

2. Stakeholder interaction

Ampilatwatja and Arlparra recently held a Community Safety Committee meeting which involves Department of Health, Department of Education, Northern Territory Police and other interested stakeholders with a view to addressing matters such as Domestic Violence reduction, Substance Abuse, and Break and Enters in the communities.

3. Highlights and Achievements

Community Staff are actively individually upskilling to aid in increasing productivity and compliance across the roles in Night Patrol.

Night Patrol Staff often at very short notice, have aided other Council Community Programs and are to be commended for being willing to assist when required.

Staff in South Zone have been consistent with delivering programs.

4. Goals & Objectives



Ensuring Night Patrol programs are delivered in accordance with funding requirements. Staff understand the importance of work hours for program delivery being adhered to and reporting immediately if they are unable to undertake their duties.

5. Challenges and Issues

Support needs to be given to Staff in relation to Literacy and Numeracy skills which for some staff are extremely limited.

On going training in relation to IT matters, Microsoft Office and other programs and workshops on Domestic Violence, Mental First Aid and Suicide prevention.

6. Reporting

Budget for program has been provided by Finance and will now be tracked by Regional Community Safety Program Manager ensuring funds are being utilised appropriately and effectively and within budget.

Planning for Budget 2024/2025 has commenced with view to seeking extra funding for areas which have extended current budget allocations.

7. Upcoming Activities

Mens's business currently on Ampilatwatja and then moving to Arparra and then to Ali Curung.

Manager for Community Safety North Zone recruited and due to start Mid March.

Actively recruiting of suitable staff to fill current vacancies in the Communities for Community Safety Programs.

LOCAL LAWS

1. Program Update for Council Meeting

Reviewing the Tennant Creek Control of Dogs bylaw to see if fit for purpose as requested by Emmanuel.

2. Staffing Updates.

Rory is working hard in the field and doing an excellent job. Feel that we need to employ a casual to do weekend work and fill in when Rory or Dean are unavailable. Dean to prepare a business statement for this.

3. Highlights and Achievements

BRC was boarding a dog belonging to an expectant mother whilst the owner was in hospital. Dog and owner have since been reunited.

4. Goals & Objectives

For there to be no dogs in the pound and Rory to finish his investigation course.



5. Challenges and Issues

As system issue is noticeable that BRC lacks a process for owners to pay by instalments for impound fees and dog registrations fees when a dog is impounded, to recover their pet, as many are not able to pay the full amounts in one payment. This ends up with BRC retaining the impounded animal until payment is made in full. On occasions, some animals have been returned to the owners free of charge due to overcrowding at the pound.

Two such dogs, were returned to their owner on the proviso that he would register them when he gets paid next. Local Laws Officer to follow up.

Recently, a dog with a broken leg needed to be euthanised.

Impound numbers: currently six dogs in the pound.

Returned to owner: two

Setting and checking cat traps at Sorties club:

Four euthanised.

From a property in Ambrose St: ten euthanised

6. Assistance to Vet:

Three deep freezers from the vet service needed emptying. A suitable trench needed to be dug first, delayed due to wet conditions. One freezer contained deceased animals which had defrosted; needed to wash and disinfect the Ute cage afterwards.

7. Ongoing:

Routine patrols are occurring with returning dogs to their owners following cautioning the owners to keep dogs in yards.

Encouraged one owner to surrender his dog as he had little to no control over the dog on the road.

8. Feedback & Complaints

Currently managing a dispute involving the dog where the owner is deceased seeking to have the dog euthanised and buried with him. Issues with communication between the two men who have been resulted in one of them taking the dog and refusing to surrender it.

Seeking to resolve the matter prior to the planned funeral date.

9. Stakeholder Engagement

10. Resource Allocation

11. Training

Rory has requested a laptop for study purposes and for Dean to provide some assistance with Rory's



12. Reporting

13. Upcoming Activities

Currently progressing planning for Pet Adoption day.

Synergy Soft viewing of animal control and local laws software date to be advised.

BACKGROUND

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ORGANISATIONAL RISK ASSESSMENT

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BUDGET IMPLICATION

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ISSUE/OPTIONS/CONSEQUENCES

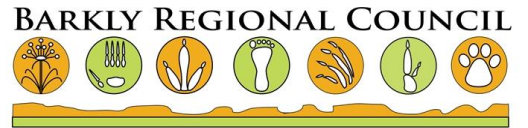
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CONSULTATION & TIMING

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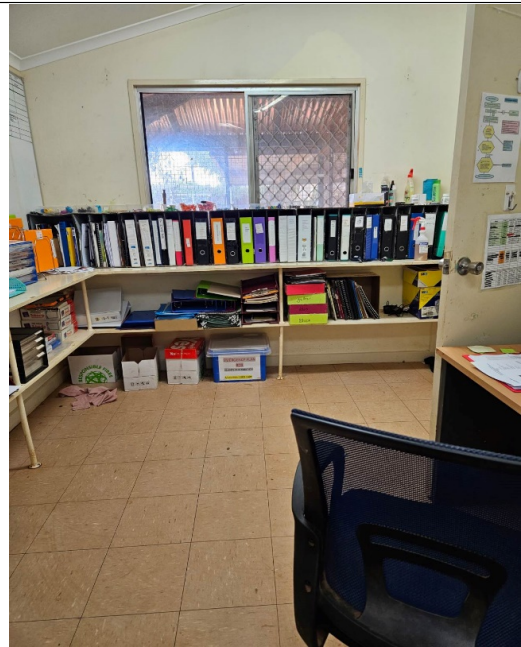
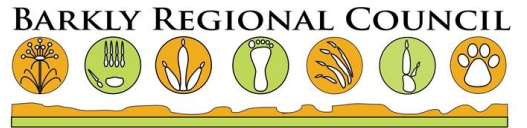
ATTACHMENTS:

1. Photos of Community Development Programs and School Holiday plan



Some of the Photos of the Arlparra Aged Care centre:





Concert at Arlparra and BRC owned Music Equipment's at Ampilatwatja

PICTURES, TABLES & ADDITIONAL INFORMATION



New Boyz from Arlparra



Youth at concert



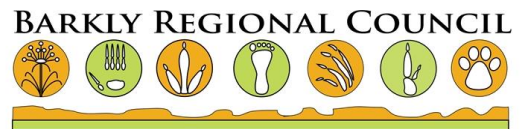
Youth having a haircut



Arlparra Concert

Music Equipment's at Ampilatwatja





SCHOOL HOLIDAY

08/04/2024—16/04/2024



	Mon	Tue	Wed	Thu	Fri	Sat	Sun
ALI CURUNG	10 AM - 2 PM Water Park 4 PM - 8 PM Footy	10 AM - 2 PM Water Park, Trampoline 4 PM - 8 PM Arts and Craft	10 AM - 2 PM Water Park 4 PM - 8 PM Basketball	10 AM - 2 PM Water Park 4 PM - 8 PM Footy	10 AM - 2 PM Water Park 4 PM - 9 PM Disco	10 AM - 2 PM Water Park 4 PM - 8 PM Basketball	CLOSED
ALPURRURULAM	10 AM - 2 PM Arts & Craft, Music 4 PM - 8 PM Football Indoor Hockey	10 AM - 2 PM Arts and Craft Football 4 PM - 8 PM Music/Soccer	10 AM - 2 PM Arts and craft Basketball 4 PM - 8 PM Indoor Soccer	10 AM - 2 PM Arts and Craft Music 4 PM - 8 PM BBQ & Football	10 AM - 2 PM Football Basketball 4 PM - 8 PM Movie Night	CLOSED	CLOSED
AMPILATWATJA	Opening of Music Class Basketball	Circle work (Music)	Audio Workshop Basketball	Microphone Recording Collation (Music) Music show BBQ	Music	CLOSED	CLOSED
MUSIC WEEK - Barkly Arts & MusicNT							
ARLPARRA	10 AM - 4 PM MUSIC and Indoor activity 6 PM - 8 PM Football training	10 AM - 4 PM MUSIC and Indoor activity 6 PM - 8 PM Football training	8 AM - 6 PM Trip to Alice Springs for Newboys Concert	10 AM - 4 PM MUSIC and Indoor activity 6 PM - 8 PM Football training	10 AM - 4 PM MUSIC and Indoor activity 6 PM - 8 PM Football training	CLOSED	TRIP to Alice Springs for CAFL Arlparra Vs Yuelamu
ELLIOTT	10 AM - 2 PM Softball 4 PM - 8 PM Dodgeball Basketball	10 AM - 2 PM Dodgeball 4 PM - 8 PM Capture the Flag	10 AM - 2 PM Soccer 4 PM - 8 PM Arts and Craft	10 AM - 2 PM Softball 4 PM - 8 PM Basketball Dodgeball	10 AM - 2 PM Basketball 4 PM - 8 PM Disco	CLOSED	CLOSED
WUTUNUGURRA	10 AM - 2 PM Softball 4 PM - 8 PM Arts and craft	10 AM - 2 PM Basketball 4 PM - 8 PM Mixed activities	10 AM - 2 PM Softball 4 PM - 8 PM Basketball	10 AM - 2 PM Indoor activities 4 PM - 8 PM Disco	10 AM - 2 PM Soccer 4 PM - 8 PM Movie night	CLOSED	CLOSED

10 TENNANT CREEK DIRECTORATE REPORTS

Tennant Creek Directorate Reports

10.1 Tennant Creek Directorate March Report

Author Ryan Francis (Acting Director - Tennant Creek)

RECOMMENDATION

That Council receives and notes the March report from the Tennant Creek Directorate.

SUMMARY

The March report for the Tennant Creek Directorate identifies issues and achievements experienced by the team.

BACKGROUND

The council are asked to please refer to the attached report which details the activities of the Tennant Creek Directorate.

ORGANISATIONAL RISK ASSESSMENT

Reduction in public access to hazardous areas of the Landfill.

BUDGET IMPLICATION

Nil

ISSUE/OPTIONS/CONSEQUENCES

Nil

CONSULTATION & TIMING

Nil

ATTACHMENTS:

1. TC directorate march report 002 [**10.1.1** - 2 pages]

Tennant Creek Directorate Report March 2024

Assets

In collaboration with the finance team, we are exploring asset management software options for the organisation. Preliminary investigations have led to us identifying Brightly and IBM Maximo as preferred solutions.

Various choices are being assessed, to decide the best fit, with ongoing evaluation of features.

Implementing asset management software will enable us to accurately track and manage our diverse range of assets, including infrastructure, equipment, and facilities, improving accountability, and reducing the risk of asset loss or misplacement.

With asset management software in place, we will be able to optimise maintenance schedules based on real-time data and historical performance metrics, ensuring timely repairs, and prolonging the lifespan of critical infrastructure, ultimately saving costs in the long term.

We have begun road data collection using drone technology, and we are in the process of analysing the data to enhance infrastructure management. Under progress for Elliott

Infrastructure

This period we have made significant inroads into the implantation of remotely piloted aircraft for surveying. Notably, we now have a licensed operator for the aircraft.

An aerial survey has been completed for the Elliot community which now gives us the ability to accurately locate, identify and measure all infrastructure assets.

A plan is being prepared to finish aerial surveys for Ali Curung, Wutunugurra, and Ampilatwatja by end of April. We have also begun road data collection using the model built from the survey of Elliott. We are in the process of analysing the data to ensure the correct funding is being allocated to council.

Housing

We have successfully negotiated with landlords regarding properties at 37 Ambrose Units, as well as 4 and 10 Shamrock Street houses. All necessary repair and maintenance work has been completed, and we're currently awaiting the CEO's signature to finalise the agreements. Additionally, we have coordinated the return of one house and initiated discussions to lease a new property, which offers better quality accommodation for our purposes.

Following on from a comprehensive inspection, good progress has been made with obtaining gas compliance certifications and installation of smoke alarms for all Council-owned and leased properties.

Ongoing works with managing repair issues at the Youth Centre during its defect liability period, alongside general repair and maintenance tasks averaging 20-30 per month across all Tennant Creek facilities and housing. This includes addressing all the infrastructural issues to uphold the quality and usability of our properties.

Municipal Services

Recruitment is ongoing for the municipal team including the Municipal Managers role through to municipal officers.

The team have been kept busy with the lawns across the town and have acquitted themselves well given the spectacular growth resulting from the wet season.

Since early March, the Barkly Regional Council has received notifications via our Snap Send Solve app regarding overgrown trees along the road network within Tennant Creek. This surge in growth is primarily attributed to the prolonged wet season. On the 21st of March, a concerned member of the public notified us about a tree on Ambrose Street.

An inspection was promptly conducted, revealing that the African Mahogany tree was significantly leaning, with its root system lifting approximately half a meter above the natural ground level. The surrounding soils were saturated with water, causing heaving underfoot pressure.

In the interest of public safety, it was decided to remove the tree in a safe manner. Given the proximity to Power and Water infrastructure assets, Power and Water supported the Council with the operation. The landfill project has advanced significantly with the laydown area for waste piles being prepared. Once this area is completed the tyres can be relocated and stacked as per the EPA requirements. Completion of this area also paves the way for creation of the transfer station that will allow for further separation of waste and reducing public access to the landfill.

We often receive feedback from the residents that municipal staff are often observed driving around the back streets of Tennant Creek. Yes, that is correct. These important team members allocate a portion of their day to ensure there is no rubbish laying around the road berms. It is sadly not uncommon for a rubbish bin or two, to be found laying on its side with rubbish blowing down the street. This is the team that proactively seeks out and picks up that rubbish. To be efficient, so they can get on with their next task, they drive the known hot spots in search of their prey.

Projects Update

BRC 011-23 Ali Curung Potholes. Asphalt delivery has been further delayed due to combination of issues with manufacturing plant in Darwin. Any asphalt produced has been dispatched to the larger projects notably the runway upgrade at Darwin Airport.

BRC 001-24 Weigh Bridge TC Landfill. Scope of works has been defined and tender is being prepared for issue on Local buy. Being a speciality product supplied from a limited pool, there has been some challenges.

BRC 002-24 Street Lights Kargaru Camp Road, Tennant Creek: We have sent a request for a quote to the suppliers. Quotes received on 15/04/2024.

BRC003-24 Street Lights Kooringa Street, Elliott: We have sent a request for a quote to the suppliers. Quotes received on 15/04/2024.

BRC004-24 Yarning Circle at Elliot School: A purchase order has been issued to buy the required materials.

11 OPERATIONS DIRECTORATE REPORTS

Operations Directorate Reports

11.1 Councilor Membership on vacant respective Local Authorities

Author Brody Moore (Director of Operations & Remote Communities)

RECOMMENDATION

That Council;

1. Note and accept the proposal for suspended Councilor inclusion on vacant Local Authority Committee positions.
2. Accept and approve Barkly Regional Councils suspended Councilors to fill currently vacant Local Authority Committee positions in their respective LGA.

SUMMARY

The Barkly Regional Council acknowledges the importance of community representation in decision-making processes. As such, this report proposes the inclusion of suspended Councilors as Local Authority Committee members to effectively represent their communities and contribute to informed decision-making and till fill currently vacant LAC positions.

The purpose of this proposal is to enhance community representation and participation by appointing Councilors as members of their Local Authority Committees. This strategic move aims to bridge the gap between elected representatives and local communities, fostering stronger relationships and better outcomes for residents. It is to be noted that suspended Councillors can only be added to LA's where current vacancies exist.

Benefits:

- **Enhanced Representation:** Councilors as LAC members will bring firsthand knowledge and perspectives from their communities, ensuring decisions are informed and inclusive.
- **Increased Community Engagement:** This initiative will encourage greater community participation in local governance and decision-making processes.
- **Improved Decision-Making:** By incorporating diverse voices and expertise, the Council can make more informed and effective decisions that align with community needs and priorities.
- **Transparent Governance:** The involvement of Councilors in LACs promotes transparency and accountability in decision-making, fostering trust and confidence among residents.

BACKGROUND

The Barkly Region encompasses diverse communities with unique needs and perspectives. Effective representation at the local level is crucial for addressing community concerns, fostering engagement, and ensuring transparent governance. Currently, Local Authority Committees (LACs) play a significant role in advising and assisting the Council in matters affecting their respective areas.



Current LA Vacancies

Alpurrurrulam – 7

Arparra – 5

Elliott – 7

Ali Curung – 6

Tennant Creek – 7

Wutunugurra – 2

Ampilatwatja - 6

ORGANISATIONAL RISK ASSESSMENT

N/A

BUDGET IMPLICATION

No budget implications, vacant positions on Local Authorities are budgeted and vacant.

ISSUE/OPTIONS/CONSEQUENCES

1. Include suspended Councilor membership on Local Authorities for increased communication and engagement.
2. Decline Councilor inclusion on Local Authorities, furthering the divide between Tennant Creek and our communities.

CONSULTATION & TIMING

Director of Operations and Remote Communities

Local Authority Coordinator

Tennant Creek Council Services Manager

ATTACHMENTS:

Nil

Operations Directorate Reports

11.2 Operations Directorate Report

Author Brody Moore (Director of Operations & Remote Communities)

RECOMMENDATION

That Council That notes and accepts the attached Operations Directorate and Service Delivery Report.

SUMMARY

This report provides an update of Council-delivered services provided across the area of Local Government Delivery.

Ali Curung

Municipal – Municipal services continue to be delivered by the team in Ali Curung. The reliable and hard-working team have been busy maintaining the parks and gardens after ex-cyclone Monica. The team were recently assisted by the Municipal team from Wutunugurra.

Australia Post – Minor service interruptions during March and April as a result of non-attending Administrative staff due to community passing.

Centrelink Agent - Minor service interruptions during March and April as a result of non-attending Administrative staff due to community passing. Adding additional staff to Centrelink Agent list for delivery continuity.

Airstrip – Ali Curung Airstrip was unserviceable for two weeks in March, due to ex-cyclone Monica. Replacement lighting was placed on the strip in April.

Recruitment & HR– Recruitment for the Ali Curung Area Manager was unsuccessful. A new recruitment round will shortly commence to attract more experience candidates.

Alpurrurulam

Municipal – Municipal services continue to be delivered by the team in Alpurrurulam, with recent assistance in March from the Harvey Delopment Labour Hire team (now ended). The community experienced road closures during March and April due to ex-cyclone Monica. Roads have just opened allowing travel in and out of community along the Sandover and Barkly access.

Australia Post – No service interruptions during the period.

Centrelink Agent – No service interruptions during the period.

Airstrip – Alpurrurulam airstrip remained open and serviceable.

Recruitment & HR – Area Manager Heather Smith currently on leave due to workplace injury. Robbie Larkins current acting Area Manager.

Arlparra

Airstrip – The Arlparra airstrip became unserviceable in March, due to ex-cyclone Monica. Municipal staff were unable to travel to Arlparra due to road closures. The Airstrip was unserviceable for 3 days.

Ampilawatja

Municipal - Municipal services continue to be delivered by the team in Ampilawatja. The reliable and hard-working team have been busy maintaining the parks and gardens after ex-cyclone Monica. The team were recently assisted by the Municipal team from Wutunugurra.

Australia Post - No service interruptions during the period.

Centrelink Agent - No service interruptions during the period.



Airstrip – The Ampilawatja airstrip became unserviceable during April due to extensive rains. Recent strip lighting replacement and slashing performed.

Recruitment & HR – Acting Area Manager Latoya Tilmouth continues in the position and is managing well in the role. Kelly White continues to support and build capacity.

Elliott

Municipal - Municipal services continue to be delivered by the team in Elliott. The reliable and hard-working team have been busy maintaining the parks and gardens after ex-cyclone Monica. The team are working to secure an on-going maintenance contract from DIPL for the verge and nature strips.

Australia Post – No service interruptions during the period.

Centrelink Agent – No services interruptions during the period.

Airstrip – The Elliott Airstrip remained serviceable during the period.

Recruitment & HR – All positions remain filled and stable.

Wutunugurra

Municipal - Municipal services continue to be delivered by the team in Wutunugurra. The reliable and hard-working team have been busy maintaining the parks and gardens after ex-cyclone Monica. Rubbish collection continues twice weekly. The Wutunugurra MES team have been traveling to our communities and assisting with Municipal services.

Australia Post – No service interruptions during the period.

Centrelink Agent – No service interruptions during the period.

Airstrip – The Wutunugurra Airstrip was unserviceable during March and April due to extensive rains from ex-cyclone Monica. This has resulted in food insecurity due to Stanes Transport unable to access community due to the Kurundi Road flooding and road damage.

Recruitment & HR – Colin Baker will be commencing as Acting Wutunugurra Area Manager on Monday 22nd April.

Tennant Creek

TCYC – Hours of operations are:

School Holidays – 12:00 – 8:00pm, 7 Days per week

School Term – 3:00pm – 8:00pm, 7 Days per week

School holidays have just finalised, with another successful holiday program.

Visitors numbers during the school holidays – average of 80 youth per day.

Pool – Hours of Operation – 10:00am – 4:00pm

On-going staff issues have resulted in the facility failing to open on several days. The pool will shortly be closing for winter, and works will commence on maintenance and repairs for the pool and treatment room.

Gym – Hours of Operation – 6:00am –10:00am, 3:00pm – 8:00pm

On-going staff issues have resulted in the facility failing to open at 6:00am on several occasions. Feedback received on increasing operational hours and the replacement of equipment.

Youth Linx – Hours of Operations – 3:00pm – 8:00pm

A Youth Linx Coordinator has now been appointed. Shirley Lewis will be driving the program for BRC, and has created partnerships with community stakeholders. Demographic being targeted at YouthLinx is 10-17 year olds. Repair and refurbishment of the YouthLinx facility has commenced.

Fleet – A shortage of pool vehicles remain a challenge for the Fleet and BRC teams. Currently utilising Local Buy to secure two previously approved vehicles and plant.

BACKGROUND

Service Delivery report for the communities of Elliott, Ali Curung, Wutunugurra, Alpurrrulam, Arlparra and Ampilatwatja.

ORGANISATIONAL RISK ASSESSMENT

N/A

BUDGET IMPLICATION

N/A

ISSUE/OPTIONS/CONSEQUENCES

N/A

CONSULTATION & TIMING

Area Managers
Local Authority Coordinator
Tennant Creek Council Services Manager
Pool Coordinator
TCYC Coordinator

ATTACHMENTS:

Nil

Operations Directorate Reports

11.3 Draft Minutes of Local Authority Meetings

Author Brody Moore (Director of Operations & Remote Communities)

RECOMMENDATION

That Council;

1. Note and accept the Minutes of the Tennant Creek, Elliott and Wutunugurra Local Authority Committee meeting minutes, as an accurate record of meeting.
2. Notes and approves the recommendations contained within the minutes of the Ordinary Local Authority Meetings held in Tennant Creek, Elliot and Wutunugurra communities;
3. Notes and approves the following new projects established by the Local Authorities:
Elliott
 - Investigate the installation of a water supply at Elliot Cemetry.
 - If water supply is secured, investigate and install shade shelter and ablution block to Cemetry.
 - Request for Council to explore leasing options for the Memorial Area adjacent to Highway.
 - Contact DIPL regarding securing on-going contract to maintain nature verge along Highway.
 - Installation of Yarning Circle in Elliot – Supported by Elliot LAC, funded by AAI.
 - Incorporation of Elliott youth to the Elliott Local Authority as guests.
 - Correspondence to NT Government and Police requesting new Police facility in Elliott.
 - Assess Shade Structure condition for potential repair or replacement.
 - Request to repair solar lights at the Elliott Park, adjacent to Council Office.
 - Request from Elliott LA to BRC to purchase and install shade cloth and furniture for Elliott Library.

SUMMARY

Council considers the minutes of each Local Authority Ordinary Meeting or Provisional Meeting at the next Ordinary Council Meeting.

Attached are draft (unconfirmed) minutes of the Local Authority meetings that occurred in the months of March and April 2024.

The Local Authority meetings covered in this report include:

Tennant Creek – 19th March 2024

Elliott – 4th April 2024

Wutunugurra – 26th March 2024

BACKGROUND

Please refer to the attached draft minutes of the meetings listed above for detail surrounding the matters discussed.

ORGANISATIONAL RISK ASSESSMENT

N/A

BUDGET IMPLICATION



N/A

ISSUE/OPTIONS/CONSEQUENCES

N/A

CONSULTATION & TIMING

LA Committees; Elliot, Tennant Creek and Wutunugurra

ATTACHMENTS:

1. Wutunugurra Local Authority Meeting - Unratified [**11.3.1** - 14 pages]
2. Tennant Creek Local Authority Meeting - Unratified [**11.3.2** - 10 pages]
3. Elliott Local Authority Meeting - Unratified [**11.3.3** - 15 pages]



MINUTES Wutunugurra LA Meeting

Barkly Regional Council's Wutunugurra LA Meeting was held via Microsoft Teams on Tuesday 26 March 2024 at 11:15 am.

Ian Bodill
Chief Executive Officer

OUR VISION

We strive to be a responsive, progressive, sustainable council which respects, listens to 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 policies 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.

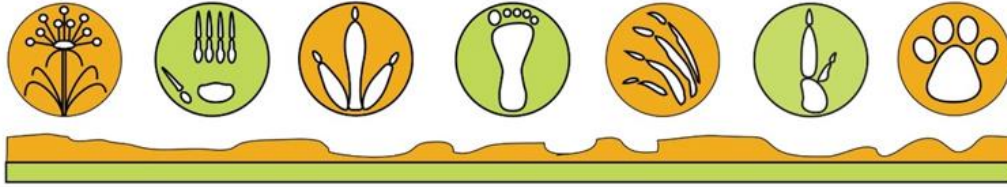
We want to ensure that our services are sustainable and that our region has a standard consistent level of services.

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



1 OPENING AND ATTENDANCE

1.1 Authority Members Present

- Fiona Peterson (Chair)
- Nathaniel Peterson
- Kaye Beasley
- Julie Beasley
- Tracey Peterson
- Mark Peterson

1.2 Staff and Visitors Present

- Ian Bodill (CEO, BRC)
- Jeff MacLeod (Acting CEO, BRC)
- Peter Holt (Official Manager, BRC)
- Brody Moore (Director of Operations and Remote Communities)
- Murray Davies (Director of Corporate Services)
- Barry Natrass (WHS Manager)
- Karen O'Sullivan (Operations Administration Officer)
- Kelly White (Area Manager, Wutungurra)
- Paul Hyde Kaduru (Local Authority Coordinator)
- Rebecca Moore (Department of Chief Minister and Cabinet)
- Lachlan Wilkins (Department of Chief Minister and Cabinet)
- Carol Hermans (CEO, RN Employment)

1.3 Apologies To Be Accepted

- Shirley Beasley
- Cedric Price
- Ezra Casson



1.4 Absent Without Apologies

- Lenny Beasley
- Basil Morrison

1.5 Resignations

1.6 Disclosure of Interests

1.7 Review of Disclosure of Interest

2 CONFIRMATION OF PREVIOUS MINUTES

Confirmation of previous Minutes

2.1 Confirmation of previous Minutes

MOTION

That the Local Authority receive and confirm the minutes of the previous meeting held on 28th November 2023 as true record.

RESOLVED

Moved: LA Member Fiona Peterson

Seconded: LA Member Nathaniel Peterson

CARRIED UNANIMOUSLY

Resolved WLA-24/8

3 ACTIONS FROM PREVIOUS MINUTES

Actions from previous Minutes

3.1 RTV Quotes

MOTION

Local Authority members to further discuss this matter and provide a response.

SUMMARY

Jeff MacLeod, Acting CEO, suggested purchasing the RTV through the council fleet plan instead of utilizing LA funds. LA members have agreed to further discuss this matter and provide a response.



MINUTES Wutungurra LA Meeting 26 March 2024



RESOLVED

Moved: LA Member Nathaniel Peterson

Seconded: LA Member Kaye Beasley

CARRIED UNANIMOUSLY

Resolved WLA-24/9

4 CHIEF EXECUTIVE OFFICERS REPORTS

Chief Executive Officers Reports

4.1 Chief Executive Officers Report - Ian Bodill

MOTION

That the Local Authority notes and discusses the report from the CEO.

SUMMARY

LA members have discussed the regional plan and provided the below feedback.

Item	Details	Proposed Funding Source
Advocacy	<ul style="list-style-type: none"> • Better home maintenance • Food security • More frequent/Regular communication with BRC • Review leasing/ info re lot capacity • Engage with CLC community development team • APV 	33K quote – BRC to consider
Roads	<ul style="list-style-type: none"> • Supply road base • Seal roads • Seal airstrip (owned by station) • Access security: • Concrete culverts • Internal roads: verges, potholes, speed humps 	



Buildings	<ul style="list-style-type: none"> • Identify lot numbers with CLC • Church kitchen & toilets • Solar lights • Machinery replacement • Women & Men's centres (L25 Women's centre leased; requires upgrade) • Drainage: AM residence • L41 workshop: upgrade or replace • Office: water leaks-kitchen 	160K (comm dev fund)/BRD 27400
Aged Care :NA	<ul style="list-style-type: none"> • Minibus would be useful 	(comm dev fund)
Youth, Sport, and Rec	<ul style="list-style-type: none"> • Bldg. maintenance • YSR equipment • Computers • Parks (comm is 20% children) • Playground equip't • Assist with reforming local football team 	
Animal Welfare	<ul style="list-style-type: none"> • Vet -twice yearly • Provide feedback • Ferral animals (cattle @ night) • grids 	Annual budget item LA item
Night Patrol (collaborates with YSR)	<ul style="list-style-type: none"> • Building maintenance 	



Safe Houses		
(NA)		

RESOLVED

Moved: LA Member Fiona Peterson

Seconded: LA Member Tracy Peterson

CARRIED UNANIMOUSLY

Resolved WLA-24/10

5 FINANCE REPORTS

Finance Reports

5.1 Finance Report

MOTION

That the Local Authority notes and confirms the Finance report.

RESOLVED

Moved: LA Member Nathaniel Peterson

Seconded: LA Member Fiona Peterson

CARRIED UNANIMOUSLY

Resolved WLA-24/11



6 AREA MANAGERS REPORTS

Area Managers Reports

6.1 Area Manager's Report - Kelly White

MOTION

That the Local Authority notes and accepts the report from the Area Manager.

SUMMARY

Summary:

1. Fleet Management:

- Need for a functional tractor to manage the oval and operate the slasher.
- Requirement for an additional Ute for the Municipal team due to various issues with current vehicles.
- Seals leaking on the back-hoe rear legs.

2. BRC Services:

- Operations are running smoothly.
- Dennis Campbell, a supervisor, contributes with mechanical skills.
- Calph in YSR is effectively engaging children and staff.
- Challenges include acquiring balls and a pump for training and addressing staff training availability.
- Night patrol positions are filled, awaiting confirmation for one candidate after three months.
- Efforts made for community laundry services and successful sports carnivals.
- New bins allocated to housing houses.

3. Infrastructure:

- Ongoing maintenance issues anticipated for BRC infrastructure sites.
- Acquisition of a working Backhoe and efforts to gather other equipment.

4. Local Authority:

- Progress on sourcing materials for workshop to fence line.
- Efforts towards cemetery survey and contacting Bruce Clough for historical burial records.
- Cost evaluation for playground areas ongoing.
- Installation of new cattle grids.
- Quote received for approval of a RTV to address lack of working UTE problems.

5. Rebecca Moore from the Department of the Chief Minister and Cabinet agreed to deliver a concise update on the Cemetery matter during the upcoming LA meeting.

RESOLVED

Moved: LA Member Fiona Peterson

Seconded: LA Member Tracy Peterson

CARRIED UNANIMOUSLY

Resolved WLA-24/12



7 GENERAL BUSINESS

General Business

7.1 Report from the Official Manager - Peter Holt

MOTION

That the Local Authority notes and accepts the report from the Official Manager.

SUMMARY

1. Annual Regional Plan:

- LA meetings in March and April focus on input for the Regional Plan 2024-25.
- LA members' input crucial for drafting the plan and allocating budgets.

2. CEO Recruitment:

- Ian Bodill's resignation prompts recruitment for a new CEO.
- ANSON selected as recruitment agency, with applications open until mid-April.
- Jeff McLeod, experienced CEO of MacDonnell Regional Council, to act as CEO until May 2024.

3. Australian Citizenship:

- BRC hosts Australian Citizenship ceremony, welcoming 12 new citizens.

4. Meeting with Senators:

- Council meetings with Senator Chisholm to discuss Regional Deal and infrastructure needs.
- Meetings with Senator McCarthy regarding the new Remote Jobs program, in which BRC has expressed interest.

5. Power & Water:

- Regular meetings initiated with PowerWater to improve collaboration.
- Issues discussed include streetlight replacement, emergency power, Smart Meter failures, water quality, and solar power projects.

6. Completion of Investigator's Report:

- Investigation report by Ruth Morley presented to Minister for Local Government, Hon. Chaney Paech, on time on March 12.

7. Kelly White raised concerns about the lack of face-to-face communication with councillors regarding the suspension, emphasizing the need for a more formal approach than just receiving a letter. In response, Peter Holt stated that the Regional Advisory Committee had been formed, and he had briefed its members on the situation. Jeff MacLeod acknowledged Kelly's point but noted that the suspension was initiated by the minister. Rebecca Moore suggested utilizing Aboriginal interpreter services to convey information to community members, a suggestion agreed upon by both Peter Holt and Jeff MacLeod.

RESOLVED

Moved: LA Member Nathaniel Peterson

Seconded: LA Member Kaye Beasley

CARRIED UNANIMOUSLY

Resolved WLA-24/13



General Business

7.2 Men's Shelter

MOTION

That the Local Authority discusses regarding the renovation of the Men's shelter.

SUMMARY

The LA members' concerns regarding the Men's Shed have been communicated to the Alcohol Action initiative, with updates anticipated in the forthcoming meeting.

RESOLVED

Moved: LA Member Fiona Peterson

Seconded: LA Member Nathaniel Peterson

CARRIED UNANIMOUSLY

Resolved WLA-24/14

General Business

7.3 Quotes for Solar lights and Church equipment

MOTION

Kelly White to provide the quotes in the next meeting regarding the Solar lights and Church equipment.

SUMMARY

The LA members have expressed their intent to purchase new music equipment for the church and install 16 solar lights in parks and alleyways using LA funds.

Jeff MacLeod has informed that he would contact the local government department to inquire whether LA funds can be allocated for the church equipment.

RESOLVED

Moved: LA Member Fiona Peterson

Seconded: LA Member Kaye Beasley

CARRIED UNANIMOUSLY

Resolved WLA-24/15

MINUTES Wutungurra LA Meeting 26 March 2024



8 CORRESPONDENCE

Nil

9 OTHER MATTERS FOR NOTING

Other Matters For Noting

9.1 Remuneration Tribunal - Local Authorities

MOTION

That the Local Authority receives and notes the Remuneration Tribunal – determination of allowances for the members of Local Authorities.

RESOLVED

Moved: LA Member Nathaniel Peterson

Seconded: LA Member Kaye Beasley

CARRIED UNANIMOUSLY

Resolved WLA-24/16

10 REPORTS FROM BARKLY REGIONAL COUNCIL

Reports from Barkly Regional Council

10.1 Director of Operations and Remote Communities - Brody Moore

MOTION

That the Local Authority notes and accepts the report from Director of Operations.

RESOLVED

Moved: LA Member Fiona Peterson

Seconded: LA Member Nathaniel Peterson

CARRIED UNANIMOUSLY

Resolved WLA-24/17



Reports from Barkly Regional Council

10.2 Work Health Safety Manager's Report - Barry Natrass

MOTION

That the Local Authority notes and accepts the report from the WHS Manager.

SUMMARY

1. Workplace Health and Safety (WHS) Objectives:
 - Targets set in the BRC 2023-2024 Regional Plan for WHS objectives are on track.
 - Induction sessions conducted weekly for employees, with both face-to-face and remote formats.
 - Approximately a quarter of the BRC workforce trained so far, aiming to induct all staff by June 30, 2024.
 - Two stages of induction: Stage 1 focuses on worker roles and responsibilities, while Stage 2 targets officers' duty to exercise due diligence.
2. Continuous Improvement:
 - Kaizen method utilized for identifying opportunities for streamlining work and reducing waste.
 - Adoption of Lean/Agile/Kaizen principles widespread across businesses worldwide.
3. Risk-Based Thinking:
 - Framework for addressing uncertainty and opportunities in work processes.
 - Components include identification, analysis, evaluation, and treatment of risks and opportunities.
 - Foundation for ISO45001 International Standard and WHS Management System in the 2024-2025 BRC Regional Plan objectives.
4. Implementation Tools:
 - Reactivation of Safetyhub Training suite and approval for deployment of Sitemate Dashpivot software package.
 - Dashpivot Systems Cloud provides integrated management system for built world companies.
 - WHS Manager expected to provide live presentation to T/Ck Local Authority meeting on recent developments and plan for 2024-2025.

RESOLVED

Moved: LA Member Fiona Peterson

Seconded: LA Member Tracy Peterson

CARRIED UNANIMOUSLY

Resolved WLA-24/18



11 VISITOR PRESENTATIONS

Visitor Presentations

11.1 Presentation from RN Employment CEO - Carol Hermans

MOTION

That the Local Authority receives and notes the presentation from the CEO of RN employment.

RESOLVED

Moved: LA Member Kaye Beasley

Seconded: LA Member Nathaniel Peterson

SUMMARY

1. Current CDP:

- No announcements yet on the replacement of CDP.
- RNES focuses on placing clients into employment, with 1016 people employed since June 2019.
- Projects are available for volunteers, but engagement is low.
- Mutual obligations for clients include attending appointments, seeking employment, accepting suitable jobs, and complying with Centrelink requirements.

2. Job Trial:

- Second round of CDP Trials ongoing until Oct 2024.
- RNES trials flexible working partnerships with employers, aiming to transition clients to full-time positions over six months.
- Seven people expected to transition from trial jobs to full-time employment with partner employers.

3. Partnerships:

- RNES partners with various organizations in the Barkly region.
- Seeking approval for a training hub in Tennant Creek from NIAA.

4. 200 Jobs Trial:

- Trial available for employers to create new roles with minimum wages covered by the government until Oct 2024.
- Process involves contacting NIAA, discussing with CDP provider, applying for approval, and working with RNES to fill positions.

5. TWES Update:

- TWES program assists Barkly inmates in preparing for release by linking them with providers, attending men's project groups, learning new skills, and building confidence.
- Eight men currently engaged in the program, working at the Tennant Creek Men's Shed.

CARRIED UNANIMOUSLY

Resolved WLA-24/19

MINUTES Wutunurra LA Meeting 26 March 2024



12 OTHER BUSINESS

Nil

13 CLOSE OF MEETING

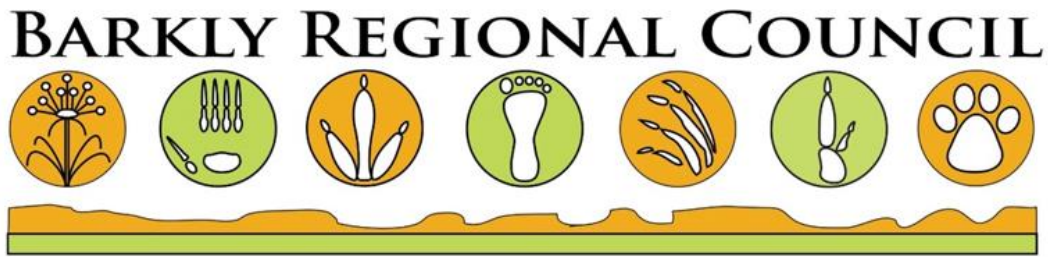
The Wutunurra LA next meeting date is 14/05/2024.

Meeting Closed at 02:13 PM

THIS PAGE AND THE PRECEDING PAGES ARE THE MINUTES OF THE WUTUNUGURRA LOCAL AUTHORITY MEETING HELD ON 26/03/2024 AND ARE UNCONFIRMED.

UNCONFIRMED





MINUTES Tennant Creek LA Meeting

Barkly Regional Council's Tennant Creek LA Meeting was held in the Council Chambers on Tuesday 19 March 2024 at 4:30 pm.

Ian Bodill
Chief Executive Officer

OUR VISION

We strive to be a responsive, progressive, sustainable council which respects, listens to 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 policies 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.

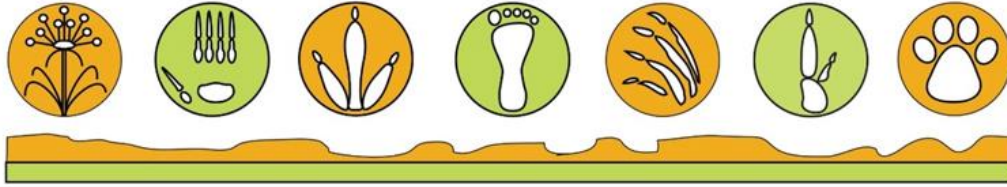
We want to ensure that our services are sustainable and that our region has a standard consistent level of services.

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



1 OPENING AND ATTENDANCE

1.1 Authority Members Present

- Nathan Mills (Chair)
- Len Holbrok
- Greg Marlow
- Anthony Pickel

1.2 Staff and Visitors Present

- Ian Bodill (CEO, BRC)
- Peter Holt (Official Manager, BRC)
- Brody Moore (Director of Operations and Remote Communities)
- Murray Davies (Director of Corporate services)
- Lauren McDonnel (Senior Admin)
- Susan Wright (via Teams) (Grants Manager)
- Paul Hyde Kaduru (Local Authority Coordinator)

1.3 Apologies To Be Accepted

- Darrin Whatley
- Penelope Cowin
- Russell O'Donnel
- Heather Burton
- Sharen Lake
- Dianne Stokes

1.4 Absent Without Apologies

- Elliot McAdam

1.5 Resignations

Nil

1.6 Disclosure of Interests

Nil

1.7 Review of Disclosure of Interest

Nil



2 CONFIRMATION OF PREVIOUS MINUTES

Confirmation of previous Minutes

2.1 Confirmation of previous Minutes

MOTION

That the Local Authority receives and confirms the minutes of the previous meeting held on 20/02/2024.

RESOLVED

Moved: LA Member Greg Marlow

Seconded: LA Member Len Holbrok

CARRIED UNANIMOUSLY

Resolved TCLA-24/64

- Len Holbrok had a question/comment about item 2.1 from previous minutes (Heather Burton asked a question about new members; Darrin Whatley explained the process. Starts with a request form from Barkly Regional Council and then comes to the Local Authority for consideration. Two members can sign off an application and then it goes to the Council for consideration. Len Holbrok had a question about the process and the relevant section in the legislation.) He disagreed with Darrin's explanation. Nominees need to fill out the application form and have it signed by two residents. The Council then decides on who to appoint to the Local Authority, not the Local Authority members. **Len Holbrok has agreed that the previous minutes are correct, the information that was provided is inaccurate.**
- Peter Holt said that BRC would advertise for the vacant LA position again. We have received one nomination form and that will be ratified at the next Council meeting.
- Len Holbrok asked how many people know the Local Authority Act and what they can do as Local Authority Members.
- Peter Holt commented that Council have received updated information from the tribunal and that Council is looking at holding information sessions for all Local Authority Members.
- New Action Item: BRC to work out a presentation to Local Authority Members on the guidelines/Act and provide accurate information/training for their role.
- LA members requested BRC to send an invitation to DIPL for the next meeting to give a presentation regarding the ongoing issues in Tennant Creek.



3 ACTIONS FROM PREVIOUS MINUTES

Actions from previous Minutes

3.1 Actions from previous Minutes

SUMMARY

This section to be covered with report from the Director of Operations - Brody Moore.

4 CHIEF EXECUTIVE OFFICERS REPORTS

Chief Executive Officers Reports

4.1 Chief Executive Officers Report - Ian Bodill

MOTION

That the Local Authority notes and accepts the report from the Chief Executive Officer.

SUMMARY

- Ian Bodill commented that his full report is going to the Council at their next meeting and will then be included in the next Local Authority Meeting.
- Ian Bodill opened discussions about the Regional Plan draft and went through the working sheet for ideas from the Local Authority Members. Further ideas can be passed onto BRC, the first draft of the Regional Plan for 24/25 to be compiled in April and presented at the next Local Authority Meeting.

The following issues were raised and discussed during teh report regarding the upcoming regional plan:

Item	Details	Proposed Funding Source
Advocacy	Investigate proposed Youth Justice facility	
Roads/infrastructure	<ul style="list-style-type: none"> • Upgrade/install Footpaths. • Address potholes – roads & laneways (currently patchwork) • Shoulder upgrade 	2.75m





	<ul style="list-style-type: none"> Review management of Patterson St 	
Buildings	<ul style="list-style-type: none"> Relocate library. Expand office facilities. Potentially could lease out existing Admin building. Security Upgrades to Civic Hall Proposed pool upgrade 	Est 4.6-4.8mill
Aged Care	NA	
Youth, Sport, and Rec	<ul style="list-style-type: none"> Parking at gym (one new onsite car park & off-street parking provided in current upgrade) Seniors' club (develop facilities) 	
Animal Welfare	<ul style="list-style-type: none"> Partnership with Vet to upgrade building/facilities – move facilities to Patterson St Develop and finalise policies, procedures, Local laws (still BSC) Address sparrow/swallows over population 	50K available





Night Patrol	N/A	
Safe Houses	N/A	

5 FINANCE REPORTS

Finance Reports

5.1 Finance Report

MOTION

That the Local Authority notes and confirms the Finance report.

RESOLVED

Moved: LA Member Greg Marlow

Seconded: LA Member Anthony Pickel

CARRIED UNANIMOUSLY

Resolved TCLA-24/67

6 AREA MANAGERS REPORTS

Nil



7 GENERAL BUSINESS

General Business

7.1 Report from the Official Manager - Peter Holt

MOTION

That the Local Authority notes and accepts the report from the Official Manager.

RESOLVED

Moved: LA Member Greg Marlow

Seconded: LA Member Anthony Pickel

CARRIED UNANIMOUSLY

Resolved TCLA-24/68

SUMMARY

- **Regional Plan 2024-25:** Local meetings in March/April aim to shape the Regional Plan for the upcoming financial year, guiding council budgets and grant-seeking efforts.
- **CEO Recruitment:** Ian Bodill's resignation prompts recruitment of a new CEO. ANSON selected as agency, with Jeff McLeod temporarily filling the role until May.
- **Australian Citizenship Ceremony:** Will be hosting on March 21, welcoming 12 new citizens, reflecting community diversity.
- **Meetings with Senators:** Discussions held with Senators Chisholm and McCarthy on regional development, infrastructure needs, and involvement in the Remote Jobs program.
- **Power & Water Collaboration:** Regular meetings with Power&Water address issues like streetlight replacement, emergency power failures affecting water supply, Smart Meter failures, water quality concerns, and solar power project potential.
- **Investigator's Report:** Completed on time by Ruth Morley, presented to the Minister for Local Government on March 12.

8 CORRESPONDENCE

Nil



9 OTHER MATTERS FOR NOTING

Other Matters For Noting

9.1 Remuneration Tribunal - Local Authorities

MOTION

That the Local Authority receives and notes the Remuneration Tribunal – determination of allowances for the members of Local Authorities.

RESOLVED

Moved: LA Member Anthony Pickel

Seconded: LA Member Len Holbrok

CARRIED UNANIMOUSLY

Resolved TCLA-24/69

10 REPORTS FROM BARKLY REGIONAL COUNCIL

Reports from Barkly Regional Council

10.1 Report from the Director of Operations and Remote Communities - Brody Moore

MOTION

That the Local Authority note and accept the Operations report from the Director of Operations and Remote Communities.

RESOLVED

Moved: LA Member Len Holbrok

Seconded: LA Member Anthony Pickel

CARRIED UNANIMOUSLY

Resolved TCLA-24/70

SUMMARY

Brody Moore has given the following update on action items from the previous meeting:

- In process of receiving quotes for the BBQ and shelter for the pool.
- Storage rooms have been cleaned and are ready to be used as an accessible change room at the pool.
- The pool hoist is in transit.
- The public have shared some ideas about locations for the water bubblers and dog park, the process is still ongoing.

MINUTES Tennant Creek LA Meeting 19 March 2024



Reports from Barkly Regional Council

10.2 WHS Manager's Report - Barry Natrass

MOTION

That the Local Authority notes and accepts the report from the Work Health and Safety Manager.

RESOLVED

Moved: LA Member Greg Marlow

Seconded: LA Member Anthony Pickel

CARRIED UNANIMOUSLY

Resolved TCLA-24/71

11 VISITOR PRESENTATIONS

Nil

12 OTHER BUSINESS

Nil

13 CLOSE OF MEETING

The Tennant Creek LA next meeting date is 07/05/2024.

Meeting Closed at 05:53 PM

THIS PAGE AND THE PRECEDING PAGES ARE THE MINUTES OF THE TENNANT CREEK LOCAL AUTHORITY MEETING HELD on 19/03/2024 AND ARE UNCONFIRMED.



MINUTES Elliott LA Meeting

Barkly Regional Council's Elliott LA Meeting was held in the Elliott Council Office on Thursday 04 April 2024 at 10:31 am.

Jeff MacLeod
Acting Chief Executive Officer

OUR VISION

We strive to be a responsive, progressive, sustainable council which respects, listens to 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 policies 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.

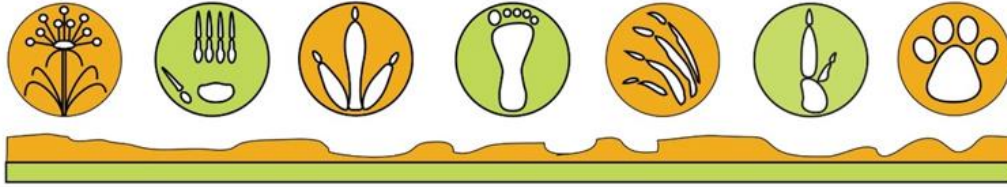
We want to ensure that our services are sustainable and that our region has a standard consistent level of services.

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



1 OPENING AND ATTENDANCE

1.1 Authority Members Present

- Bob Bagnall (Chair)
- Kevin Gaskin
- Jason Mullan
- Kevin Neade

1.2 Staff and Visitors Present

- Jeff MacLeod (Acting CEO, BRC)
- Peter Holt (Official Manager, BRC)
- Brody Moore (Director Operations and Remote Communities)
- Murray Davies (Director of Corporate Services)
- Sagar Chand (Regional Manager Safe Houses & YSR, BRC)
- Lockie Thomas (Night Patrol Zone Manage, BRC)
- Paul Hyde Kaduru (Local Authority Coordinator)
- Steve Edginton (MLA)
- Lennie Barton
- Heather Wilson
- David Khoory
- Greg Kimfield
- Patrick Smith
- Hassan Tariq
- Kate Race

1.3 Apologies To Be Accepted

- Christopher Neade
- Jody Nish
- Laura Jackson

1.4 Absent Without Apologies

Nil

1.5 Resignations

Nil

1.6 Disclosure of Interests

Nil



1.7 Review of Disclosure of Interest

Nil

2 CONFIRMATION OF PREVIOUS MINUTES

Confirmation of previous Minutes

2.1 Confirmation of previous Minutes

MOTION

That the Local Authority receive and confirm the minutes of the previous meeting held in on 11 January 2024 are true and accurate record.

RESOLVED

Moved: LA Member Jason Mullan

Seconded: LA Member Kevin Neade

CARRIED UNANIMOUSLY

Resolved ELLA-24/50

3 ACTIONS FROM PREVIOUS MINUTES

Actions from previous Minutes

3.1 Actions from previous Minutes

MOTION

That the Action list to be accepted with the removal of completed items.

RESOLVED

Moved: LA Member Bob Bagnall

Seconded: LA Member Jason Mullan

CARRIED UNANIMOUSLY

Resolved ELLA – 24/ 70



4 CHIEF EXECUTIVE OFFICERS REPORTS

Chief Executive Officers Reports

4.1 Chief Executive Officer's Report - Jeff MacLeod

MOTION

That the Local Authority notes and accepts the report from the Chief Executive Officer.

SUMMARY

The CEO discussed the upcoming regional plan as the strategic blueprint for the next fiscal year. Bob Bagnall highlighted the significance of the existing area plan crafted by the LA members. This plan was submitted to the council for incorporation into the forthcoming regional strategy. The CEO assured that the council would thoroughly review and advocate for the issues outlined in the Area Plan.

RESOLVED

Moved: LA Member Lennie Barton

Seconded: LA Member Jason Mullan

CARRIED UNANIMOUSLY

Resolved ELLA-24/52

5 FINANCE REPORTS

Finance Reports

5.1 Local Authority Project Funding Statement

MOTION

That the Local Authority notes and confirms the Local Authority project funding statement.

RESOLVED

Moved: LA Member Kevin Gaskin

Seconded: LA Member Jason Mullan

CARRIED UNANIMOUSLY

Resolved ELLA-24/53

6 AREA MANAGERS REPORTS

Nil



7 GENERAL BUSINESS

General Business

7.1 Report from the Official Manager - Peter Holt

MOTION

That the Local Authority notes and accepts the report from the Official Manager.

SUMMARY

1. Annual Regional Plan: Local Authority meetings in March and April are focused on providing input for the Regional Plan 2024-25 to guide council actions for the next fiscal year, aiding budget development and grant seeking.
2. CEO Recruitment: Ian Bodill's resignation prompted recruitment for a new CEO, managed by ANSON agency. Jeff McLeod, a highly respected executive, will serve as interim CEO until May 2024.
3. Australian Citizenship Ceremony: The council hosted a citizenship ceremony on March 21, welcoming 12 new Australian citizens, reflecting the diverse makeup of the community.
4. Meeting with Senators: Recent meetings with Senators Chisholm and McCarthy discussed regional development, infrastructure needs, and the council's interest in the new Remote Jobs program.
5. Power & Water Collaboration: Regular meetings with PowerWater aim to improve collaboration, addressing issues like streetlight replacement, emergency power, Smart Meter failures, water quality concerns, and potential solar projects.
6. Completion of Investigator's Report: The Investigation of the Barkly Regional Council by Ruth Morley has been completed and presented to the Minister for Local Government on time.

RESOLVED

Moved: LA Member Lennie Barton

Seconded: LA Member Jason Mullan

CARRIED UNANIMOUSLY

Resolved ELLA-24/54



General Business

7.2 Upgrades at the Cemetry

MOTION

The Local Authority has requested council to water supply to cemetery and that toilets and shade structure to be considered after the water is connected.

RESOLVED

Moved: LA Member Kevin Neade

Seconded: LA Member Kevin Gaskin

CARRIED UNANIMOUSLY

Resolved ELLA-24/61

General Business

7.3 Lease options

MOTION

The Local Authority has requested council to explore leasing options for the Memorial Area adjacent to the highway.

RESOLVED

Moved: LA Member Kevin Gaskin

Seconded: LA Member Kevin Neade

CARRIED UNANIMOUSLY

Resolved ELLA-24/62

General Business

7.4 DIPL issues

MOTION

The Local Authority has asked the council to reach out to the Department of Infrastructure Planning and Logistics (DIPL) regarding the nature strip concern along the highway.



MINUTES Elliott LA Meeting 14 March 2024



RESOLVED

Moved: LA Member Jason Mullan
Seconded: LA Member Kevin Gaskin

CARRIED UNANIMOUSLY

Resolved ELLA-24/63

General Business

7.5 Yarning Circle

MOTION

The Local Authority supports the Yarning circle (funded and organized by Alcohol Initiative and Education).

RESOLVED

Moved: LA Member Lennie Barton
Seconded: LA Member Jason Mullan

CARRIED UNANIMOUSLY

Resolved ELLA-24/64

General Business

7.6 Inclusion of Young people in LA meetings

MOTION

The local authority members unanimously decided to incorporate interested young individuals into their meetings from the community.

RESOLVED

Moved: LA Member Kevin Gaskin
Seconded: LA Member Lennie Barton

CARRIED UNANIMOUSLY

Resolved ELLA-24/65





General Business

7.7 Upgrade to the police station

MOTION

The local authority has asked the council to write a letter to the appropriate department requesting the replacement of the police station infrastructure with a new police complex.

RESOLVED

Moved: LA Member Bob Bagnall

Seconded: LA Member Kevin Gaskin

CARRIED UNANIMOUSLY

Resolved ELLA-24/66

General Business

7.8 Furniture acquisition for Library

MOTION

That the Council purchases shade cloth for the existing outdoor structure at the library and that outdoor tables and chairs be purchased.

RESOLVED

Moved: LA Member Lennie Barton

Seconded: LA Member Kevin Gaskin

CARRIED UNANIMOUSLY

Resolved ELLA-24/67



General Business

7.9 Upgrading or replacing the existing Shade structure

MOTION

The local authority has asked the council to assess the two portable shade structures and determine whether to replace it with a new one or upgrade the existing structure.

RESOLVED

Moved: LA Member Kevin Gaskin

Seconded: LA Member Jason Mullan

CARRIED UNANIMOUSLY

Resolved ELLA-24/68

General Business

7.10 Installation of Solar lights

MOTION

The local authority has requested the council to repair existing solar lights in the park adjacent to Puma.

RESOLVED

Moved: LA Member Kevin Neade

Seconded: LA Member Kevin Gaskin

CARRIED UNANIMOUSLY

Resolved ELLA-24/69

8 CORRESPONDENCE

Nil



9 OTHER MATTERS FOR NOTING

Other Matters For Noting

9.1 Remuneration Tribunal - Local Authorities

MOTION

That the Local Authority receives and notes the Remuneration Tribunal - determination of allowances for the members of Local Authorities.

RESOLVED

Moved: LA Member Kevin Gaskin

Seconded: LA Member Lennie Barton

CARRIED UNANIMOUSLY

Resolved ELLA-24/55

10 REPORTS FROM BARKLY REGIONAL COUNCIL

Reports from Barkly Regional Council

10.1 Report from the Director of Operations and Remote Communities - Brody Moore

MOTION

That the Local Authority note and accept the Director of Operations report on Council delivered services in the Elliott Local Government Area.

SUMMARY

1. Household rubbish collection continues weekly on Mondays, while businesses receive collections twice a week on Mondays and Thursdays.
2. Municipal Crew maintains town parks, gardens, and public areas despite increased maintenance due to heavy rains.
3. Plans are underway to address the Elliott Landfill to extend its lifespan.
4. Centrelink Agent services provided by Elliot Council staff remain uninterrupted.
5. Surya Godvarthi of Barkly Council is undergoing training to obtain a drone license for aerial photography, with completion expected by the end of March. Community consultation will precede any photography to ensure avoidance of cultural or business sites.

RESOLVED

Moved: LA Member Lennie Barton

Seconded: LA Member Kevin Neade

CARRIED UNANIMOUSLY

Resolved ELLA-24/56



Reports from Barkly Regional Council

10.2 Report from the Director of Community Development - Gillian Molloy

MOTION

That the Local Authority notes and accepts the report from the Director of Community Development.

SUMMARY

1. The Elliott Peacock population has become large and problematic within the community.
2. The Local Authority (LA) aims to seek assistance from the Barkly Regional Council (BRC) and the animal management team to relocate most of the peacock population to other areas within the Barkly region.
3. Investigations are underway to relocate the peacock population to recognized campgrounds, caravan parks, and truck stops.
4. Peafowls are considered feral animals under Section 47(1) of the Territory Parks and Wildlife Conservation Act 1976.
5. Legislation prohibits the release of feral animals back into the Northern Territory once brought under control.
6. Lethal and humane destruction may be considered if new owners cannot be found for the peafowls after catching or trapping them.

RESOLVED

Moved: LA Member Kevin Gaskin
Seconded: LA Member Kevin Neade

CARRIED UNANIMOUSLY

Resolved ELLA-24/57

Reports from Barkly Regional Council

10.3 Program Report on International Women's day celebration

MOTION

That the Local Authority notes and accepts the report on International Women's Day celebration at Elliott – presented by Sagar Chand

SUMMARY

1. The International Women's Day Celebration in Elliott saw active participation from 40-50 community members, marked by lively music from the Elliott Band and delicious BBQ options.
2. Primary and Public Health - Barkly Team's information sessions on women's health and empowerment were well-received, fostering engagement and discussion among attendees.
3. Some community members showed interest in potential job opportunities within the council, indicating the event's networking potential.

MINUTES Elliott LA Meeting 14 March 2024



4. Positive feedback highlights the importance of hosting similar events more frequently to strengthen community bonds and empower individuals.
5. Continued organization of such events will not only foster community engagement but also encourage active participation in shaping the community's future.

RESOLVED

Moved: LA Member Kevin Gaskin

Seconded: LA Member Kevin Neade

CARRIED UNANIMOUSLY

Resolved ELLA-24/58

Reports from Barkly Regional Council

10.4 Project Plan for Alcohol Action Initiative, Elliott Yarning Circle

MOTION

That the Local Authority receives and notes the update on the project plan for Alcohol Action Initiative, Elliott Yarning Circle – presented by Sagar Chand.

SUMMARY

1. The Alcohol Action Initiatives project in Elliott, under the Barkly Regional Council, aims to tackle alcohol-related harms through community-driven solutions.
2. The project has a total budget of \$10,000, with the majority allocated for construction materials for a Yarning Circle.
3. Activities include community consultation, Yarning Circle construction, integration with FASD School Program, community engagement events, and ongoing monitoring and evaluation.
4. Collaborations with stakeholders such as the Elliott Hawks Men's Football Club, local health services, Elliott School, and community elders ensure cultural appropriateness and community ownership.
5. Project management will be overseen by the Regional Manager Safe Houses and Youth Recreation Programs, with regular meetings and effective communication channels established.
6. The project aims to create lasting positive impacts, empower individuals and families, and provide a positive diversionary activity for community members in Elliott.

RESOLVED

Moved: LA Member Kevin Gaskin

Seconded: LA Member Kevin Neade

CARRIED UNANIMOUSLY

Resolved ELLA-24/59



11 VISITOR PRESENTATIONS

Visitor Presentations

11.1 Presentation from Principal Alcohol Action Officer - Hassan Tariq

MOTION

That the Local Authority receives and notes the presentation from Hassan Tariq.

SUMMARY

1. Hassan presented new guidelines from the liquor act during a presentation.
2. LA members mentioned an existing alcohol management plan from 2008.
3. LA members have informed that this issue needs more consultation with the community members and are willing to discuss more in the future.
4. Hassan plans to visit the community in the third week of April for face-to-face discussions regarding the alcohol management plan.

RESOLVED

Moved: LA Member Jason Mullan

Seconded: LA Member Kevin Gaskin

CARRIED UNANIMOUSLY

Resolved ELLA-24/60

Visitor Presentations

11.2 Presentation on the Local Authority review - Kate Race

MOTION

That the Local Authority notes and accepts the presentation from Kate Race.

RESOLVED

Moved: LA Member Jason Mullan

Seconded: LA Member Kevin Neade

CARRIED UNANIMOUSLY

Resolved ELLA-24/70



Visitor Presentations

11.3 Verbal presentation from the Member of Legislative Assembly - Steve Edgington

SUMMARY

1. Steve Edgington mentioned the poor road conditions following recent rains.
2. He expressed appreciation for the Local Authority's efforts in driving infrastructure development in Elliott over the years.
3. Members were encouraged to raise any issues they have.
4. Progress on housing in the north camp was mentioned, indicating it is nearing completion.
5. Edgington also acknowledged and appreciated the work of the Land Council.

12 OTHER BUSINESS

Nil

13 CLOSE OF MEETING

The Elliott LA next meeting date is 09/05/2024.

Meeting Closed at 02:27 PM

THIS PAGE AND THE PRECEDING PAGES ARE THE MINUTES OF THE ELLIOTT LOCAL AUTHORITY MEETING HELD on 04/04/2024 AND ARE UNCONFIRMED.

12 COMMITTEE REPORTS

Nil

13 GENERAL BUSINESS

General Business

13.1 Kailas Kerr from Central Desert Training

Author {Brody Moore | Director of Operations and Remote Communities}

RECOMMENDATION

That Council receives and notes the presentation by Kailas Kerr from Central Desert Training.

SUMMARY

Barkly Regional Council and Central Desert Training entered a memorandum of understanding as per the document attached. Kailas Kerr will be delivering a presentation during the council meeting providing further information on the MOU.

BACKGROUND

Central Desert Training is a Registered Training Organisation specialising in delivering professional development services to Aboriginal Australians living and working in remote communities.

The Barkly Regional Council employs an average of 200 staff across 7 communities (2 towns and 5 remote communities), of whom 60% are Aboriginal or Torres Strait Islander, and is committed to delivering services for residents of the region.

The objective of the Memorandum of Understanding (MOU) is to jointly meet the objectives of each organisation where those objectives coincide in collaborative projects to provide training and support to Aboriginal people.

ORGANISATIONAL RISK ASSESSMENT

Nil

BUDGET IMPLICATION

Nil

ISSUE/OPTIONS/CONSEQUENCES

Nil

CONSULTATION & TIMING

Nil

ATTACHMENTS:

1. DRAFT MOU between [13.1.1 - 2 pages]
2. DRAFT M [13.1.2 - 1 page]

Memorandum of Understanding

between

Barkly Regional Council

And

Central Desert Training

Parties

Organisation – Barkly Regional Council

The Barkly Regional Council employs an average of 200 staff across 7 communities (2 towns and 5 remote communities), of whom 60% are Aboriginal or Torres Strait Islander, and is committed to delivering services for residents of the region.

Organisation – Central Desert Training

Central Desert Training is a Registered Training Organisation specialising in delivering professional development services to Aboriginal Australians living and working in remote communities.

Objective

The objective of this Memorandum of Understanding (MOU) is to jointly meet the objectives of each organisation where those objectives coincide in collaborative projects to provide training and support to Aboriginal people.

Principle understandings

In this MOU we acknowledge that the Barkly Regional Council and Central Desert Training:

- Have separate identities.
- Have common objectives in furthering the interests of the Aboriginal people through formal and informal training.
- Maintain financial independence, separate funding and reporting by each organisation.
- Shall not be liable for any statements or actions taken by the other.

Agreement

In this Memorandum we agree that:

The Barkly Regional Council shall provide Central Desert Training with access to accommodation in the remote communities of Alpururulam, Wutunugurra, Ali Curung, Ampilatwatja, Elliott and Arlparra at no cost to Central Desert Training.

The Barkly Regional Council shall provide Central Desert Training with access to training space within the remote communities of Alpururulam, Wutunugurra, Ali Curung, Ampilatwatja, Elliott and Arlparra at no cost to Central Desert Training.

Central Desert Training shall provide the Barkly Regional Council with Core Skills training and mentoring services for their Indigenous staff members at no cost to the Barkly Regional Council. Target training delivery frequency is 70 weeks annually within the remote communities of Alpururulam, Wutunugurra, Ali Curung, Ampilatwatja, Elliott and Arlparra. These services may be shared with other employers in these remote communities.

Both organisations will support this relationship by sharing relevant information, aspirations and achievements.

Duration of the Memorandum of Understanding

This MOU shall continue for a period of 4 years from the date of its execution. The parties to this MOU will meet annually to review the agreement and within six months prior to this MOU lapsing in order to review the renewal of this agreement.

Signed: Dated:

Name, organisation and position:.....

Signed: Dated:

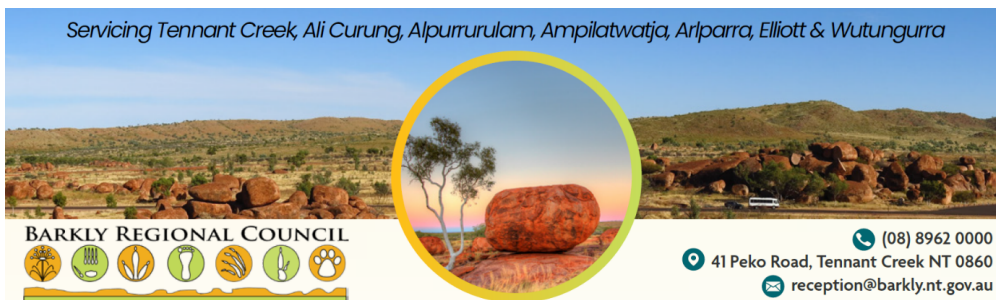
Name, organisation and position:.....

From: Brody Moore
Sent: Fri, 19 Apr 2024 05:28:15 +0000
To: Emmanuel Okumu

Hi Emmanuel,
Peter Holt requested Kailas Kerr from Central Desert Training to present to next weeks ordinary council meeting,.
Could I please request that you had him to the agenda please?

Many thanks.

Brody Moore | Director of Operations and Remote Communities
Barkly Regional Council
t: 08 8962 0000 | d: 08 8962 0036
m: 0488 776 199
e: brody.moore@barkly.nt.gov.au
w: www.barkly.nt.gov.au



IMPORTANT NOTICE REGARDING CONTENT

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14 CORRESPONDENCE

Correspondence

14.1 Correspondence

Author Faye Jennings (Executive Manager)

RECOMMENDATION

That Council receives and notes the BRC incoming and outgoing correspondence since the last OCM.

SUMMARY

Under s 55 (2) of the LG (general regulation) 2011, the Council must keep a correspondence register referencing all correspondence addressed to or sent by, the Council or its principal member. The Official Manager is requested to note the listed BRC correspondence.

ATTACHMENTS:

1. corrs 1 [**14.1.1** - 1 page]
2. corres 3 [**14.1.2** - 1 page]
3. corres 4 [**14.1.3** - 2 pages]



REGISTER OF CORRESPONDENCE

Outgoing Correspondence March 2024

Date Sent	Sender	Sent To	Correspondence details
21.03.2024	Faye Jennings	Home Affairs	Citizenship Ceremony Dispatch advise form/signed citizenship pledge report
27.03.2024	Ryan Francis	Residents T/C	BRC002-24 Street Lighting to Kargaru Road



Concerned Residents
C/O PO BOX 935
Tennant Creek
NT 0860

27th March 2024

RE: BRC002-24 STREET LIGHTING TO KARGARU ROAD

To Concerned Residents,

A council meeting was held today, 27th March 27, 2024, in which your petition was discussed as an agenda item.

I am pleased to keep you abreast of the progress the Council has made regarding this important matter.

Funding has been secured for the installation of street lighting along Kargaru Road as part of the Local Roads and Community Infrastructure program Phase 3.

Project #BRC002-24 was initiated by our projects team in February of this year. We are currently finalizing the scope of works, which we anticipate will be completed by the end of this month. Following this, the tendering process for the procurement of 13 solar-powered streetlights to illuminate Kargaru Road will be completed by mid-April.

Once the tender process is concluded, we expect the units to be delivered to our Depot in Tennant Creek within 6-8 weeks. Our Municipal works team will then undertake the installation of the lights, which is estimated to take approximately one week to complete.

I assure you that we are committed to keeping you updated on the progress of the project. As soon as the tender process is complete, I will provide you with a further update on the timeline and any additional developments.

Thank you for your patience and continued engagement on this important issue. Should you have any questions or concerns, please do not hesitate to reach out to me directly.

Your Sincerely

Ryan Francis
Manager - Projects and Contracts
Barkly Regional Council

Cc Official Manager, Barkly Regional Council
CEO, Barkly Regional Council

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



21.03.2024

Home Affairs
Citizenship Ceremonies QLD/NT
GPO Bos 9984
Brisbane QLD 4001

To Whom it May Concern,

Barkly Regional Council
Citizenship Ceremony 2024
Held 21.03.2024 @ 10:00am

Please find attached the following:

- Signed dispatch advise Form 1432
- Signed Citizenship pledge report and associated documents

Kind Regards
Faye Jennings | Executive Manager
Barkly Regional Council
e: faye.jennings@barkly.nt.gov.au
T: **0448 030 123**

41 Peko Road
P.O. Box 821
Tennant Creek NT 0861
Tel: (08) 8962 0000



Australian Government
Department of Home Affairs

Non-financial accountable documents
despatch/receipt advice

Form
1432

To Receiving office/location
Barkly Regional Council

From Despatch office/location
Ceremonies Queensland

Despatched by

Signature of despatcher [Signature]
Date: 8/15/24
Name of despatcher: Simone Campbell
Email address: ceremony.qld@homeaffairs.gov.au
Contact number: 0435 169 982
Role: Custodian (internal)
Delegate (external)

Document: CITIZENSHIP CERTIFICATES ceremony date 21/03/24

Document numbers:

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Received by

Signature of receiver [Signature]
Date: 18/3/2024
Name of receiver: Faye Jennings
Contact number: 0475 613072
Role: Custodian (internal)
Delegate (external)
Client

You are required to acknowledge receipt of the attached documents IMMEDIATELY ON RECEIPT by completing and RETURNING a copy of this form to the despatcher's postal address or email address specified above.

Note: This document is to be filed on a IRM file for audit purposes at the Office of Post.

15 DECISION TO MOVE INTO CONFIDENTIAL SESSION

Nil

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.

16 NEXT MEETING AND MEETING CLOSE