

BARKLY REGIONAL COUNCIL



AGENDA ORDINARY COUNCIL MEETING

Thursday 7 December 2023

Barkly Regional Council's Ordinary Council Meeting will be held
in Council Chambers, 41 Peko Road, Tennant Creek
on Thursday 7 December 2023 at 8:00 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.

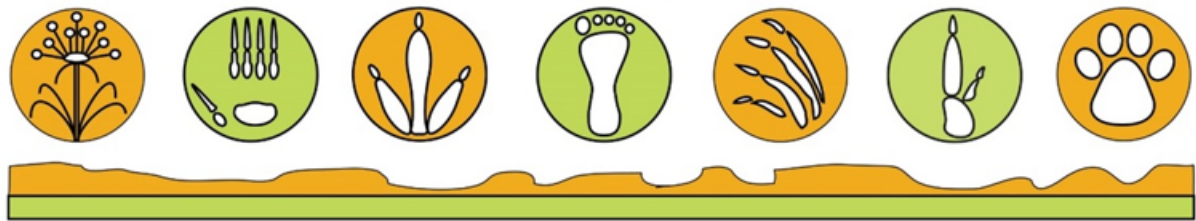
We want to empower local decision making.

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



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1 OPENING AND ATTENDANCE

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

2 CONFIRMATION OF PREVIOUS MINUTES

Confirmation of previous Minutes

2.1 Confirmation of Previous Minutes OCM 27092023 and SCM 10102023

Author Faye Jennings (Executive Manager)

RECOMMENDATION

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

SUMMARY

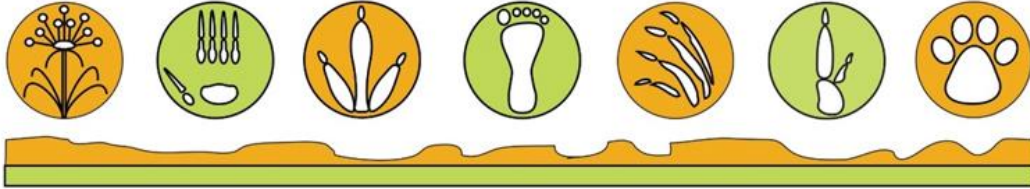
The previous minutes are from the Ordinary Council Meeting held on 26 October 2023 and Special Council Meeting held on Tuesday 10 October 2023.

ATTACHMENTS:

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



BARKLY REGIONAL COUNCIL



MINUTES ORDINARY COUNCIL MEETING

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

Russell Anderson

Acting Chief Executive Officer

OUR VISION

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

The Way We Will Work

We will make it happen!

We will be engaged and have regular opportunities to listen.

We will have strong policy and budgets to ensure our programs and services are progressive and sustainable.

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

We are a responsible Council.

We will be a responsive Council.

We want to empower local decision making.

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

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

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

We need to be realistic, transparent and accountable.



1 OPENING AND ATTENDANCE

1.1 Elected Members Present

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

Elected Members Present

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

1.2 Staff Members Present

Staff Members Present

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

1.3 Visitors Present

Visitors Present

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

1.4 Apologies and Leave of Absence

Apologies

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

1.5 Review of Disclosure of Interest





2 CONFIRMATION OF PREVIOUS MINUTES

Confirmation of previous Minutes

2.1 Confirmation of minutes from 31 August 2023 Ordinary meeting

MOTION

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

RESOLVED

Moved: Cr Jack Clubb

Seconded: Cr Dianne Stokes

CARRIED UNANIMOUSLY

Resolved OM-23/132

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

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

3 ACTIONS FROM PREVIOUS MINUTES

Actions from previous Minutes

3.1 Actions from previous meetings

MOTION

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

RESOLVED

Moved: Cr Dianne Stokes

Seconded: Cr Greg Marlow

CARRIED UNANIMOUSLY

Resolved OM-23/134





MOTION

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

RESOLVED

Moved: Deputy Mayor Russell O'Donnell

Seconded: Cr Pam Corbett

CARRIED UNANIMOUSLY

Resolved OM-23/133

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

4 ADDRESSING THE MEETING

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

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

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

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

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

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

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

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

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

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

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

MOTION

That Council:

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

b) Expressions to close Monday 9 October 2023

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

RESOLVED

Moved: Cr Sharen Lake

Seconded: Cr Dianne Stokes

CARRIED UNANIMOUSLY

Resolved OM-23/135





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

Cr Jackson joined the meeting at 10.05am.

Cr Clubb joined the meeting at 10.05am.

4 ADDRESSING THE MEETING

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

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

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

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

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





5 MAYOR'S REPORT

Mayor's Report

5.1 Mayor's September 2023 Report

Council received and noted the Mayor's Report for September 2023.

The meeting resumed at 12.42am.

Cr Clubb did not rejoin the meeting after lunch.

6 CHIEF EXECUTIVE OFFICERS REPORTS

Chief Executive Officers Reports

6.1 CEO Report to Council September 2023

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

Chief Executive Officers Reports

6.2 Audit & Risk Committee

Council noted the Audit & Risk Committee Report.

Cr Marlow reported Shane Smith was elected as the Chair.

Cr Lake missed the meeting due to incorrect contact details and still has no access to BRC email.

Cr McAdam missed the meeting due to an email being missed requesting to be able to phone in.

Acting CEO said it was decided when the financials arrive month, they will be tabled at the next Committee meeting in October.

Chief Executive Officers Reports

6.3 Reviewed Policies

MOTION

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

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

RESOLVED

Moved: Cr Sharen Lake

Seconded: Cr Dianne Stokes

CARRIED UNANIMOUSLY

Resolved OM-23/136

McAdam questioned 2.1.4 of the Local Authority Policy.

Governance Manager informed Council that when the Minister passes the guidelines Council must match policies to the guidelines.



7 CORPORATE SERVICES DIRECTORATE REPORTS

Corporate Services Directorate Reports

7.1 ICT Report - September 2023

Council received and noted the report.

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

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

MOTION

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

RESOLVED

Moved: Cr Greg Marlow

Seconded: Cr Dianne Stokes

CARRIED UNANIMOUSLY

Resolved OM-23/137

Corporate Services Directorate Reports

7.2 Implementation of Docs on Tap

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

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

MOTION

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

RESOLVED

Moved: Cr Greg Marlow

Seconded: Cr Lucy Jackson

CARRIED UNANIMOUSLY

Resolved OM-23/138

8 COMMUNITY DEVELOPMENT DIRECTORATE REPORTS

Community Development Directorate Reports

8.1 Community Development Report

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

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

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





9 TENNANT CREEK DIRECTORATE REPORTS

Tennant Creek Directorate Reports

9.1 Director of Tennant Creek Report

MOTION

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

RESOLVED

Moved: Cr Lucy Jackson

Seconded: Cr Dianne Stokes

CARRIED UNANIMOUSLY

Resolved OM-23/139

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

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

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

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

Tennant Creek Directorate Reports

9.2 Fitness and Wellness Centre Audit

Council received and noted the Fitness and Wellness Centre Audit Report





Tennant Creek Directorate Reports

9.3 Karguru Park

MOTION

That Council:

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

RESOLVED

Moved: Deputy Mayor Russell O'Donnell

Seconded: Cr Dianne Stokes

CARRIED UNANIMOUSLY

Resolved OM-23/140

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

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

Tennant Creek Directorate Reports

9.4 Swimming Pool BBQ and Shelter

MOTION

That Council

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

RESOLVED

Moved: Deputy Mayor Russell O'Donnell

Seconded: Cr Greg Marlow

CARRIED UNANIMOUSLY

Resolved OM-23/141

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





Tennant Creek Directorate Reports

9.5 Tennant Creek Local Authority 19 Sept 2023 Minutes

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

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

MOTION

That Council:

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

RESOLVED

Moved: Cr Greg Marlow

Seconded: Cr Lucy Jackson

CARRIED UNANIMOUSLY

Resolved OM-23/142

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

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

Tennant Creek Directorate Reports

2.1 WARM Funding

Council received and noted the report.

10 OPERATIONS DIRECTORATE REPORTS

Operations Directorate Reports

10.1 Purkiss Reserve Redevelopment

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

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





11 FINANCE REPORTS

Finance Reports

11.1 Financial Report for the period ended 31st August 2023

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

Finance Reports

11.2 Procurement Policy Review

MOTION

That Council:

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

RESOLVED

Moved: Cr Greg Marlow

Seconded: Cr Elliott McAdam

CARRIED UNANIMOUSLY

Resolved OM-23/143

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

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

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



Finance Reports

11.3 Westpac Bank accounts

MOTION

That Council:

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

RESOLVED

Moved: Cr Sharen Lake

Seconded: Cr Greg Marlow

CARRIED UNANIMOUSLY

Resolved OM-23/144

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

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

The meeting paused for a break at 2.26pm.





12 GENERAL BUSINESS

General Business

12.1 Appointment of Deputy Principal Member

MOTION

That Council:

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

RESOLVED

Moved: Cr Dianne Stokes

Seconded: Cr Sharen Lake

CARRIED UNANIMOUSLY

Resolved OM-23/145

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

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

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

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



General Business

12.2 Request for donation - Tingkarli Paddlers

MOTION

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

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

RESOLVED

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

CARRIED UNANIMOUSLY

Resolved OM-23/147

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

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

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

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

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

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

General Business

12.3 Request for Donation - TC Primary School Choir

MOTION

That Council:

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

RESOLVED

Moved: Cr Sharen Lake
Seconded: Cr Dianne Stokes

CARRIED UNANIMOUSLY

Resolved OM-23/148

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

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





General Business

MOTION

That Council move the previous discussion into Confidential Section.

RESOLVED

Moved: Cr Greg Marlow

Seconded: Cr Sharen Lake

CARRIED UNANIMOUSLY

Resolved OM-23/150

MOTION

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

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

RESOLVED

Moved: Cr Elliott McAdam

Seconded: Cr Sharen Lake

CARRIED

Resolved OM-23/151

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

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

MOTION

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

RESOLVED

Moved: Cr Dianne Stokes

Seconded: Cr Lucy Jackson

CARRIED UNANIMOUSLY

Resolved OM-23/149

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





13 CORRESPONDENCE

Correspondence

13.1 Single Use Plastics Ban

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

14 DECISION TO MOVE INTO CONFIDENTIAL SESSION

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

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

information about the personal circumstances of a resident or ratepayer;

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

prejudice the maintenance or administration of the law; or

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

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

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

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

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

MOTION

That Council move into Confidential Session

RESOLVED

Moved: Cr Dianne Stokes

Seconded: Cr Sharen Lake

CARRIED UNANIMOUSLY

The meeting moved into confidential session at 10.40am.



14.1 Confidential Items Register

REASONS FOR CONFIDENTIALITY

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

14.2 LGU Compliance Concerns

REASONS FOR CONFIDENTIALITY

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

14.3 Rate Request Property Number 104584

REASONS FOR CONFIDENTIALITY

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

14.4 Rate Request Property Number 101688

REASONS FOR CONFIDENTIALITY

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





14.6 Correspondence from the Local Government Unit

REASONS FOR CONFIDENTIALITY

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

14.7 Breach of CEO Code of Conduct Complaint

REASONS FOR CONFIDENTIALITY

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

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

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

The meeting paused for lunch at 12 noon.

Cr Corbett left the meeting at 12.13pm.



15 NEXT MEETING AND MEETING CLOSE

MOTION

That Council close the meeting.

RESOLVED

Moved: Cr Dianne Stokes

Seconded: Cr Mark Peterson

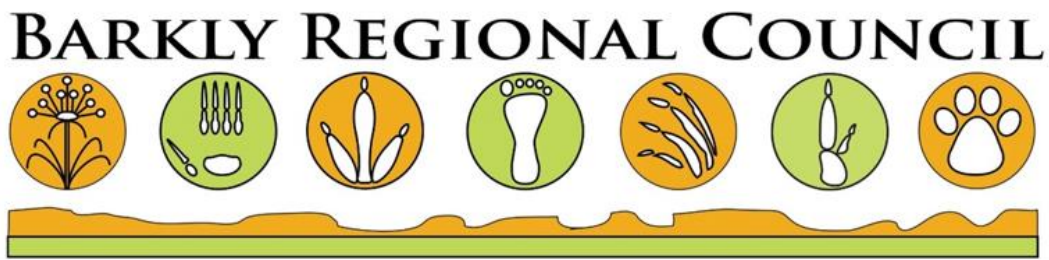
CARRIED UNANIMOUSLY

Resolved OM-23/146

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

The meeting closed at 3.23pm.

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



MINUTES SPECIAL COUNCIL MEETING

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

Romeo Mutsago

Acting Chief Executive Officer

OUR VISION

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

The Way We Will Work

We will make it happen!

We will be engaged and have regular opportunities to listen.

We will have strong policy and budgets to ensure our programs and services are progressive and sustainable.

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

We are a responsible Council.

We will be a responsive Council.

We want to empower local decision making.

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

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

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

We need to be realistic, transparent and accountable.

Special Council Meeting 10 October 2023



1 OPENING AND ATTENDANCE

1.1 Elected Members Present

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

Elected Members Present

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

1.2 Staff Members Present

Staff Members Present

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

1.3 Visitors Present

Visitors Present

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

1.4 Apologies and Leave of Absence

Apologies

- Mayor Jeffrey McLaughlin

1.5 Disclosure of Interest

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

1.6 Review of Disclosure of Interest

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



Special Council Meeting 10 October 2023



2 CHIEF EXECUTIVE OFFICERS REPORTS

Chief Executive Officers Reports

2.1 ARC PAYMENT

MOTION

That Council reviews Audit & Risk Committee sitting allowances and;

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

RESOLVED

Moved: Deputy Mayor Russell O'Donnell

Seconded: Cr Anita Bailey

CARRIED UNANIMOUSLY

Resolved SCM-23/1



Special Council Meeting 10 October 2023



Chief Executive Officers Reports

2.2 Purkiss Committee

MOTION

That Council:

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

RESOLVED

Moved: Cr Elliott McAdam

Seconded: Cr Lennie Barton

CARRIED UNANIMOUSLY

Resolved SCM-23/2

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

MOTION

That Council:

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

RESOLVED

Moved: Acting Mayor Greg Marlow

Seconded: Cr Mark Peterson

CARRIED

Resolved SCM-23/3



Special Council Meeting 10 October 2023



MOTION

That Council:

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

RESOLVED

Moved: Cr Russell O'Donnell

Seconded: Cr Lennie Barton

CARRIED

Resolved SCM-23/4

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

MOTION

That Council:

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

RESOLVED

Moved: Cr Elliott McAdam

Seconded: Cr Anita Bailey

CARRIED

Resolved SCM-23/5

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

Special Council Meeting 10 October 2023



MOTION

That Council:

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

RESOLVED

Moved: Cr Sharen Lake

Seconded: Cr Russell O'Donnell

CARRIED UNANIMOUSLY

Resolved SCM-23/6

3 NEXT MEETING AND MEETING CLOSE

The meeting closed at 11.25am.

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

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

3 ACTIONS FROM PREVIOUS MINUTES

Actions from previous Minutes

3.1 Actions from Previous Minutes

Reference <Enter Ref here>

Author

RECOMMENDATION

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

ATTACHMENTS:

1. Action Register [3.1.1 - 15 pages]

Action Register

Search Criteria

Showing Completed Items: No

Applied Filters

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

Generated By: Tash Adams

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4 ADDRESSING THE MEETING

5 MAYOR'S REPORT

Nil

6 CHIEF EXECUTIVE OFFICERS REPORTS

Chief Executive Officers Reports

6.1 Reviewed Policies

Reference <Enter Ref here>
Author Emmanuel Okumu (Governance Manager)

RECOMMENDATION

That Council notes and resolves to endorse the following policies for use by BRC.

- a) BRC Common Seal Policy
- b) Asset Management Policy (2015-Reviewed)
- c) Youth Supervision Policy
- d) Mandatory Reporting Policy
- e) Designated Smoking Area Policy (OC 273/19- Reviewed)
- f) ICT Acceptable Usage Policy

SUMMARY

Under the Local government Act,

Under the Act, certain Council Policies must be approved by the Council resolution.

BACKGROUND

Under the Local Government Act, the Council is required to have policies relating to various matters.

ORGANISATIONAL RISK ASSESSMENT

By having the policies in place, the potential risk of not being compliant with the Act is eliminated.

BUDGET IMPLICATION

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ISSUE/OPTIONS/CONSEQUENCES

<Enter Text Here>

CONSULTATION & TIMING

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ATTACHMENTS:

1. Designated Smoking Area Policy 2023 to 2026 [6.1.1 - 2 pages]
2. B Mandatory Reporting Policy BRC [6.1.2 - 3 pages]
3. B Youth Supervision Policy BRC [6.1.3 - 3 pages]
4. ICT Acceptable Usage Policy - Ready [6.1.4 - 6 pages]
5. BRC Common Seal Policy readyy [6.1.5 - 3 pages]
6. BRC Asset Policy ready [6.1.6 - 7 pages]

POLICY

TITLE:	Designated Smoking Area Policy		
DIRECTORATE:	Work Health and Safety		
ADOPTED BY:	Council Resolution: OC 273/19		
DATE OF ADOPTION:	2023	DATE OF REVIEW:	2026
POLICY NUMBER:	CP32		
LEGISLATIVE REF:	TOBACCO CONTROL ACT 2002; Part 2 Section 7A		

1. INTRODUCTION

1.1. Purpose

To establish and maintain designated smoking areas on Barkly Regional Council property

1.2. Scope

This policy applies to all Elected Members, Appointed Members, Employees and Contractors of the Barkly Regional Council ('Council').

1.3. Policy Objectives

- 1) To establish and maintain designated smoking areas on Council property
- 2) Promote the benefits of maintaining a healthy work environment
- 3) Improve the health of Council employees and the wider community
- 4) To provide community leadership in taking measures to protect the health and social wellbeing of the community

2. POLICY STATEMENT

Smoking is only permitted on Council property where there is a specifically approved Designated Smoking Area available.

2.1 Policy

Smoking is otherwise prohibited:

- 1) On all playing fields, sporting grounds and sporting facilities (i.e., swimming pools and outdoor sport areas)
- 2) In all alfresco dining areas on public land
- 3) On all Council controlled parks and reserves
- 4) Within Council car parks
- 5) On any leases, licenses or other estates that apply to Council owned and managed lands and properties and that internationally recognised signage is erected to indicate that these areas are smoke-free
- 6) In or on all Council vehicles, plant and equipment

3. RELEVANT POLICIES

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

- 1) Work Health and Safety 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 2026

5. VARIATIONS, REVOCATIONS AND/OR CHANGES

Barkly Regional Council reserves the right to revoke and/or amend this policy from time to time as is considered necessary to better manage its business and/or to comply with any legislative requirements.

Employees will be given sufficient notice of any such revocations, amendments, or changes.

6. APPROVAL

This policy is approved or not approved.

Ian Bodill

Chief Executive Officer

Signature

Dated

END

POLICY

TITLE:	Mandatory Reporting		
DIRECTORATE:	Corporate Services		
ADOPTED BY:	Council Resolution:		
DATE OF ADOPTION:	Day Month 20...	DATE OF REVIEW:	Day Month 20..
POLICY NUMBER:			
LEGISLATIVE REF:	Care and Protection of Children Act; Section 26 Domestic and Family Violence Act: Section 124A		

1. INTRODUCTION

1.1. Purpose

To provide guidance on the mandatory reporting obligations under Section 26 of the Care and Protection of Children Act and Section 124A of the Domestic and Family Violence Act.

1.2. Scope

All Barkly Regional Council staff and visitors to Council facilities that engage youth.

1.3. Policy Objectives

- 1) Provide a framework for Mandatory Reporting for any youth or visitors to Council facilities and programs.
- 2) Promotion of safe spaces for youth within the Barkly and in particular, Council facilities, programs and staff.
- 3) Set out a policy and procedure on how Barkly Regional Council employees are to deal with concerns of child abuse or neglect.

2. POLICY STATEMENT

2.1 Policy

Section 26 of the Care and Protection of Children Act sets out the reporting obligations that apply to all persons in the Northern Territory who have concerns for the wellbeing of a child or young person. Section 124A of the Domestic and Family Violence Act sets out the reporting obligations that apply to adults in the Northern Territory who have concerns about a person in a domestic relationship who may be the victim of serious physical harm caused by their partner. The reporting obligations are commonly referred to as 'mandatory reporting'.

- 1) A disclosure made by a child or young person;
- 2) Allegations by a third party, such as a report by one child or young person in relation to another child or young person;
- 3) Indicators such as physical injuries or expressions of fear;
- 4) Observation of age-inappropriate behaviours, including sexualised behaviour or talk;
- 5) Delays in emotional or mental development; or

6) Chronic school non-attendance.

If a child makes a disclosure, you must avoid jeopardising any subsequent investigation. This means that it is important that you do not undertake any investigation or question the child to gather more information.

All investigations will be conducted by Child Protection Officers from Territory Families and/or Northern Territory Police.

A report must be made as soon as possible after forming a belief that a child or young person is at risk of harm or exploitation. Failure to do so may constitute an offence under Section 26 of the Care and Protection of Children Act.

The person who has formed a reasonable belief that a child is being harmed or exploited is obligated under the law to make a report. This is to ensure that the most accurate and reliable information is being reported. There are certain circumstances where you can have a legitimate reason not to make a report, for example you believe that a report has already been made. If in doubt, it is best to contact the child report hotline to discuss the issue.

MAKING A REPORT

Contact Territory Families' Child Protection Hotline on **1800 700 444**. The following information will be requested when making a report:

- The child's name, age, address and present location;
- The nature of the suspected abuse or neglect;
- What has been heard or observed;
- Information about any immediate danger to the child;
- Any other information that may help e.g. whether any other agencies are involved with the family; and
- The reporter's contact details and preferred contact time. If you don't have all of this information you should still make the report and provide the information that you do have.

3. RELEVANT POLICIES

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

- 1) Youth Supervision 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 12th April 2025

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.

Ian Bodill

Chief Executive Officer

Signature

Dated

END

POLICY

TITLE:	Youth Supervision Policy		
DIRECTORATE:	Corporate Services		
ADOPTED BY:	Council Resolution:		
DATE OF ADOPTION:		DATE OF REVIEW:	
POLICY NUMBER:			
LEGISLATIVE REF:	Education and Care Services Act 2012, sections: 165,167,174 Care and Protection of Children Act 2007 <u>Regulation 115</u> : Premises designed to facilitate supervision <u>Regulation 168(2)(h)</u> : Policies and Procedures <u>Regulation 176</u> : Timeframes for notifying reporting information to the Regulatory Authority		

1. INTRODUCTION

1.1. Purpose

The purpose of this policy is to inform Barkly Regional Council (BRC) employees of legislative, duty of care and operational risk management responsibilities related to the supervision of youth within BRC youth facilities.

1.2. Scope

This policy applies to all Barkly Regional Council employees responsible for the engagement and supervision of youth.


1.3. Policy Objectives

- 1) Provide a framework for the supervision of youth within youth facilities operated by Barkly Regional Council.
- 2) Promote the accountability of young people and Barkly Regional Council employees.
- 3) Safeguard the wellbeing of youth and Barkly Regional Council employees
- 4) Set out how Barkly Regional Council employees are to carry out their work in order to meet contractual, supervision and duty of care requirements.

2. POLICY STATEMENT

2.1 Policy

- 1) Adequate staffing to youth visitors in all youth facilities and programs;
All youth related program delivery should operate on the following supervisor to youth ratio:



Age Range	Supervision Ratio
8 – 12 years	1:10
13 – 18 years	1:15
19 – 25 years	1:20

- 2) Ensuring that every reasonable precaution is taken to protect supervised youth from harm or any hazard likely to cause injury;
 - a) All risks are identified and reported to the appropriate Manager and WHS.
 - b) All injuries are reported using BRC's Incident Form
 - c) Reporting all suspected serious injuries immediately to;
 - i) "000" or St. Johns Ambulance
 - ii) The youth's parents / caregiver
 - iii) Youth Program Manager or Coordinator and Director
 - iv) Recorded using the BRC Incident Form
 - v) Funding body – as a reportable incident
- 3) Regular revision of risk assessments on facilities, programs and activities that engage youth.
- 4) All youth and visitors to youth facilities and programs to sign in and have contact details recorded.
- 5) All youth program staff and visitors to maintain current National Police Clearance and Working With Childre (WWC) Ochre Card
- 6) All youth program staff to participate in Mandatory Reporting training and ensure adherence to Mandatory Reporting guidelines and principles.
- 7) Under Mandatory Reporting guidelines, inform relevant authorities of any suspected case of child abuse or neglect.

3. RELEVANT POLICIES

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

- 1) Mandatory Reporting Policy
- 2) Workplace Health and Safety (WHS) Policy
- 3) Injury Reporting Policy

4. IMPLEMENTATION AND REVIEW

4.1. Implementation

All youth related 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 26th April 2025



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.

Ian Bodill

Chief Executive Officer

Signature

Dated

END

POLICY

TITLE:	ICT Acceptable Usage Policy		
DIRECTORATE:	Corporate Services - IT		
ADOPTED BY:	Barkly Regional Council		
DATE OF ADOPTION:	07/12/2023	DATE OF REVIEW:	07/12/2026
POLICY NUMBER:	CP54		
AUTHORISED:	Chief Executive Officer		

THIS POLICY APPLIES TO:

All employees of the Barkly Regional Council

1. INTRODUCTION

1.1. Summary

This policy outlines the Barkly Regional Council's (Council) position regarding the acceptable use of the Information and Communications Technology (ICT) resources by its councillors, employees and sub-contractors and other ICT users.

1.2. Purpose

Council is responsible for ensuring the use of Council ICT resources is legal, ethical and consistent with the aims, values and objectives of Council and its responsibilities to councillors, employees, sub-contractors and other ICT users.

All users of Council ICT resources are expected to exercise responsibility, use the resources ethically, respect the rights and privacy of others and operate within the laws of the Territory and Commonwealth and the rules and policies of Barkly Regional Council.

Council ICT resources should not be used for inappropriate or improper activities. This includes: pornography, fraud, defamation, gambling, breach of copyright, unlawful discrimination or vilification, harassment, including sexual harassment, stalking, bullying, privacy violations and illegal activity, including illegal peer-to-peer file sharing. The audience of an electronic message may be unexpected and widespread and users should be mindful of this when using Council ICT resources.

1.3. Scope

This policy applies to all users of Council ICT resources, as defined below, located at corporate offices and in private homes or at any other location (including working remotely). This policy applies to all use of Council ICT resources, including, but not

limited to:

- Copying, saving or distributing files
- Data
- Downloading or accessing files from the internet or other electronic sources
- Electronic bulletins/notice boards
- Electronic discussion/news groups
- Email
- File sharing
- File storage
- File transfer
- Information
- Instant messaging
- Online discussion groups and 'chat' facilities
- Printing material
- Publishing and browsing on the internet
- Social networking
- Streaming media
- Subscriptions to list servers, mailing lists or other like services
- Video conferencing
- Viewing material electronically
- Weblogs ('blogs')

2. USE OF COUNCIL ICT RESOURCES

2.1. Business Purposes

Council ICT resources are provided to users for business purposes. Other than limited personal use, Council ICT resources must be:

- Used for business purposes, or where authorized or required by law.
- Used like other business resources and users must comply with any Council codes of conducts or legislative requirements that apply to the user.

Users are allowed reasonable access to electronic communications using Council ICT resources to facilitate communication between employees and their representatives, provided that use is not unlawful, offensive or otherwise improper. This may include a union on matters pertaining to the employer/employee relationship.

Large data downloads or transmissions should be minimized to ensure the performance of Council ICT resources for other users is not adversely affected.

2.2. Personal Use

Users may use Council ICT resources for personal reasons provided the use is not excessive and does not breach this policy. Excessive personal use during working hours covers personal use which satisfies the following criteria:

- Occurs during normal working hours (but excluding an employee's lunch or other official breaks);
- Use adversely affects, or could reasonably be expected to adversely affect, the performance of the employee's duties; and

- The use is not insignificant.

Council may seek reimbursement or compensation from a user for all or part of any costs where the user has caused Council to incur costs due to excessive downloading of non-work related material in breach of this policy.

Subject to limited personal use, social networking, on-line conferences, discussion groups or other similar services or tools using Council ICT resources must be relevant and used only for Council purposes or professional development activities. Users must conduct themselves professionally and appropriately when using such tools.

When subscribing to mailing lists and other like services using Council ICT resources, the user must use a different password and logon credentials to their Council logon credentials and passwords.

Users should be aware that the provisions applying to access and monitoring of Council ICT resources also apply to personal use.

2.3. Defamation

Council ICT resources must not be used to send material that defames an individual, organization, association, company or business; this includes the council, both staff and elected members.

2.4. Copyright Infringement

The copyright material of third parties must not be used without authorization. This includes software, database files, documentation, cartoons, articles, graphic files, music files, video files, books, text and downloaded information.

2.5. Illegal Use and Material

Council ICT resources must not be used in any manner contrary to law or likely to contravene the law. Any suspected offender may be referred to the police or other relevant authority and their employment may be terminated.

Certain inappropriate, unauthorised and non-work-related use of Council ICT resources may constitute a criminal offence under the Criminal Code Act 1983 (NT) Examples include computer 'hacking', unauthorised release of data, Council material or leaking of information or documents and the distribution of malware.

2.6. Offensive or Inappropriate Material

Use of Council ICT resources must be appropriate to a workplace environment and aligned to Council's Code of Conduct. This includes but is not limited to the content of all electronic communications, whether sent internally or externally.

Offensive or inappropriate material must not be forwarded internally or externally, or saved onto Council ICT resources, except where the material is required for the purposes of investigating a breach of Council policies.

2.7. Attribution

Users are accountable for all use of Council ICT resources that have been made available

to them for work purposes and for all use of Council ICT resources performed with their user identification. Users must maintain full supervision and physical control of Council ICT resources at all times, including mobile phones, tablets and notebook computers.

User identification and passwords must be kept secure and confidential. Users must not allow or facilitate unauthorized access to Council ICT resources through the disclosure or sharing of passwords or other information designed for security purposes.

HR is responsible for informing Council ICT Department to restrict users who are no longer working with the BRC. HR or Manager of concerned team who hired the user or with whom user is reporting with should send the new user request form to Council ICT Department and equipment installation request at least one week prior to the joining of new staff.

Council Staff must request Council IT Department to dispose IT Assets. Asset Disposal Form must be filled by the staff and signed by the department manager, Director, CEO and submit it to Council IT Department. Council ICT Team will pick up the assets and follow the ICT asset disposal process. It is non complaint to throw away IT assets without following Asset disposal process.

Active sessions are to be terminated when access is no longer required and computers secured by password when not in use.

2.8. Non compliance


Non-compliance with this policy will be regarded as a serious matter and appropriate action will be taken, which may include termination of employment. Depending on the nature of the inappropriate use of Council ICT resources, non-compliance with this policy may constitute:

- A breach of employment obligations
- A breach of the employee code of conduct
- A criminal offence
- A threat to the security of Council ICT resources and information
- An infringement of the privacy of staff and other persons
- Exposure to legal liability
- Serious misconduct
- Sexual harassment
- Unlawful discrimination.

Where there is a reasonable belief that illegal activity may have occurred, this will be reported to the CEO and may be reported to the Northern Territory Police and/or Australian Federal Police.

Council staff must use only council provided/ issued work laptops/ computers to access council resources to ensure the security of council online resources. Council staff must contact Council ICT department to procure or buy ICT Equipment.

3. MASS DISTRIBUTION AND SPAM



The use of Council ICT resources for sending 'junk mail', for-profit messages, or chain letters is strictly prohibited. The use of electronic communications for sending unsolicited commercial electronic messages ('Spam') is strictly prohibited and may constitute a breach of the Spam Act 2003 (Cth). Mass electronic communications should only be sent in accordance with normal Council procedures.

4. CONFIDENTIALITY AND PRIVACY

Electronic communication is not a secure means of communication. While every attempt is made to ensure the security of Council ICT resources, this security is not guaranteed, particularly when communicated to an external party. The sender should consider the confidentiality of the material they intend to send when choosing the appropriate means of communication.

Council will handle any personal information collected through the use of Council ICT resources in accordance with the Information Act 2002 (NT) and Privacy Act 1988 (Cth).

5. COUNCIL PROPERTY

Electronic communications and files (whether they be attachments to email correspondence or created by the user of the ICT resource) that are created, sent or received using Council ICT systems are the property of Council and may be accessed by an Authorised Person or their delegate in the case of an investigation. This includes investigations following a complaint or investigations into misconduct.

Electronic communications may also be subject to discovery in litigation and criminal investigations. All information produced on users' computers, including emails, may be accessible under the Information Act 2002 (NT). Email messages may be retrieved from back-up systems.

6. EMAIL DISCLAIMER

All emails sent externally from the Council emails will automatically have a disclaimer attached to them.

The use of the email disclaimer may not necessarily prevent Council or the sender of the email from being held liable for its contents.

7. ACCESS AND MONITORING

Authorized Persons may access or monitor Council ICT resources at any time without notice to the user. This includes, but is not limited to, use of Council email systems, and other electronic documents and records and applies to the use of Council ICT resources for personal use.

Authorized Persons may access or monitor the records of Council ICT resources for operational, maintenance, compliance, auditing, legal, security or investigative purposes.

Electronic communications that have been sent, received or forwarded using Council ICT resources, may be accessed and logs of websites visited using Council ICT resources may be generated, examined and monitored.

8. RECORDS MANAGEMENT

Electronic communications are public records and subject to the provisions of the Information Act 2002 (NT). Council staff must follow records disposal schedule for local Authorities in NT as per Disposal Schedule No. 2018/3 Amended April 2020.

Council staff must store the council records/documents/files in the designated records management system or EDRMS Platform that council uses. It is prohibited to delete the council documents which are important in its nature and are supposed to be stored as records according to the information act 2002.

9. RELEVANT POLICIES

Policies to be read in conjunction with the Barkly Regional Council Code of Conduct:

- Barkly Regional Council Social Media Policy
- Barkly Regional Council Code of Conduct
- Barkly Regional Council Employee Grievances and Dispute Resolution Policy
- Barkly Regional Council Anti-Discrimination Policy
- Barkly Regional Council Bullying and Harassment Policy

10. IMPLEMENTATION AND REVIEW

10.1. Implementation and Delegation

This ICT acceptable use policy applies to all users of Council ICT resources. This policy is delegated to the CEO for implementation.

All staff will be required to follow this policy and it will be published on the Barkly Regional Council website at <https://www.barkly.nt.gov.au/council-documents/policies>.

10.2. Review

This policy will be reviewed on or before 07/12/2026

11. VARIATIONS, REVOCATIONS AND/OR CHANGES TO THE CODE OF CONDUCT

Barkly Regional Council's reserves the right to revoke and/or amend the ICT acceptable use 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.

12. APPROVAL

This policy is approved

Ian Bodill

Chief Executive Officer

Signature

Dated

END

POLICY

TITLE:	Common Seal Policy		
DIRECTORATE:	CEO		
ADOPTED BY:	Council Resolution:		
DATE OF ADOPTION:	Day Month 2023	DATE OF REVIEW:	Day Month 2028
POLICY NUMBER:	A&G2		
LEGISLATIVE REF:	Section 38 of the Local Government Act 2019		

1. INTRODUCTION

1.1. Purpose

A common seal is a the 'signature' of Barkly Regional Council that is used in certain circumstances to execute documents such as leases, contracts, land contracts, property transfers, loan documents, mortgages and guarantees. The purpose of this Policy is to regulate the use of Council's Common Seal and prohibit unauthorised use of the Common Seal or any device resembling the Common Seal.

1.2. Scope

This policy applies to elected members and employees of Barkly Regional Council.

1.3. Definitions

Common Seal means the seal which represents the equivalent of a legal authority from Barkly Regional Council to execute documents, and which is stored in a secure place. In its physical manifestation, it is a rubber stamp carrying the words "Common Seal", the words Barkly Regional Council and Council's Australian Business Number (ABN).

1.4. Safe Location of the Common Seal

The Common Seal shall remain in the safe at Barkly Regional Council Head Office, to be removed only by the Chief Executive Officer or their Executive Manager/Delegate for the purpose of signing and sealing Council contractual documents.

1.5. Policy Objectives

- 1) Council is committed to ensuring that the Council's Common seal is only used by authorized people as provided under the Local Government Act 2019; and
- 2) To ensure that Council Common Seal is used after seeking Council's approval via a resolution; and
- 3) To ensure that ratification of the use of Council's Common Seal occurs only on extremely agent matters that the CEO and the elected member reasonably believes could not wait for calling of Council meeting to seek approval.

2. POLICY STATEMENT

2.1 Affixing the Common Seal

The Council's Common Seal may only be affixed following a resolution of Council. The Chief Executive Officer and the Mayor or one elected member duly appointed to act in the role, as occurs from time to time are designated as signatories about the Common Seal. A permutation of any two persons, one from A & one from B holding the following positions are required as authenticating witnesses to the affixing of the common seal:

- a. Chief Executive Officer (or duly appointed Acting Chief Executive Officer)
- b. one elected member.

To avoid overusing the common seal and having more items on meeting agendas than necessary, Council will affix the common seal in the following types of circumstances:

- a. real estate transactions
- b. where another party requires an agreement to be by formal deed
- c. where a funding agreement requires the common seal
- d. for high value contracts. (Dollar amount considered a higher value contract requiring a common seal must be determined by Council resolution)
- e. where legal advice to Council recommends that a common seal be used.

2.2 Common Seal Register

- a. Council must maintain a register identifying all documents executed with the Common Seal affixed.
- b. Register entry details whereby the common seal has been affixed, shall be recorded in an electronic common seal register. Each entry must record the date on which the common seal was affixed to a document, Council resolution number, the nature of the document, and parties to agreement to which the common seal was affixed.
- c. Where the Council's Seal has been used without Council resolution and requires ratification, the register must include the reason why affixing it without Council resolution was the only reasonable solution.

3. RELEVANT POLICIES

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

- 1) BRC Risk Management Policy
- 2) BRC Delegation Manual
- 3) Code of Conduct



4. Review

This policy will be reviewed on or before dd month 2028

5. Variations and 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.

6. Approval

This policy is approved

Ian Bodill

Chief Executive Officer

Signature

Dated

END

POLICY

TITLE:	Asset Management Policy		
DIRECTORATE:	Corporate		
ADOPTED BY:	Council Resolution:		
DATE OF ADOPTION:	December 2023	DATE OF REVIEW:	December 2025
POLICY NUMBER:	CP01		
LEGISLATIVE REF:	Regulation (1)(d)(v) OF Local Government (General) Regulation 2021 Local Government Act 2019 Guideline 4: Assets (made under section 342 of LGA 2019)		

1. INTRODUCTION

1.1. Purpose


This policy is to provide a framework for appropriately managing Barkly Regional Council assets, including safeguarding, identifying, acquiring, and disposing of assets as required under legislation. There must be full accountability for the acquisition, management, sale, disposal, and write-off of any Council asset. This requires a council to have transparent approval processes and procedures for each of their asset category.

The council is committed to implementing a responsible, consistent approach to asset management practices to support the delivery of council services most efficiently and cost-effectively to optimize long-term financial sustainability, managed risk, social responsibility, operational capabilities, and legislative compliance.

1.2. Definitions

Subject to the definition of asset under regulation 3 of the Local Government (General) Regulation 2021, in this policy document,

- a) **Asset** means any physical infrastructure defined under the asset class owned or controlled by the Council.
- b) **Asset class** refers to a group of assets with a similar nature or function in the operations of the Council and which, for purposes of disclosure, is shown as a single item without supplementary disclosure.
- c) **Disaster Recovery Funding Arrangements (DRFA)** is an agreement between the Australian Government and State/Territory governments outlining Disaster Recovery Funding Arrangements where assistance is provided to alleviate the financial burden on states and territories. It also supports the provision of urgent financial assistance to disaster-affected communities. Where the arrangements have been activated, the Australian Government may fund up to 75% of the support available to individuals and communities.

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- d) **Useful Life:** The period over which a depreciable asset is expected to be used.
 - e) **Asset Management Plan:** A plan developed for the management asset category that combines multi-disciplinary management techniques over the lifecycle of an asset.
 - f) **Asset management techniques:** The established asset Management Plan for Asset type, service levels, future demand, Life cycle management, financial requirements for maintenance, repairs and replacement information, overall procedures guiding management of asset type, and overall plan for asset monitoring.
 - g) **BRC Asset Management team:** A group consisting of BRC's different asset managers and their directors, plus the CEO or his delegate.

2. Asset Management teams roles and responsibilities include;

- Acting as stewards for all Council Assets under their care.
- Implementing the Council policies and plans referring to Council Assets.
- Ensuring timely, accurate & reliable information is presented to the elected members for decision-making about assets management, including acquiring and disposal.
- Support and attend Council meetings in an asset management role and provide clarifications on issues raised by elected members where CEO determines so, or where Council directs.
- Provide linkages between community, elected members and all stakeholders on Asset Management of Council assets.
- Review, refine, and encourage continuous improvement, innovation, and cost-effective methods to improve the Asset Management Policy.
- Maintain a detailed asset register of all owned assets under their care.
- Develop and maintain annual maintenance plans using asset condition data supplied internally and program regular inspection of assets.

3. Scope

This policy applies to all identified assets of Barkly Regional Council for use by the community, elected members, staff and visitors.

4. Policy Objectives

The Council is committed to implementing an asset management methodology incorporating best practices so as to;

- a) Ensure that assets are planned, created, operated, maintained, renewed, and disposed of by the Council's priorities for service delivery.
- b) Give clear direction, stewards, and "ownership" of Council asset management.
- c) Provide a guide for more informed decision-making by staff and elected members.
- d) Ensure Integration of resources and knowledge and ability to plan for the present and future generations.
- e) Establish a solid asset and financial management framework that meets the community's current and future needs.
- f) To establish a framework to foster continuous improvement in Asset Management.
- g) Ensure that the precise community needs, and expectations are met.
- h) Minimize the Council's exposure to risk which could result from asset.
- i) Ensure that there is resource efficiency using best-integrated systems.

- j) Measure the outcomes and impacts of the Council Asset policy's strategies and actions.
- k) Increase the transparency and accountability of Shire Asset Management activities.
- l) Ensure Compliance with Territory and Federal legislation as well as Council policies and procedures.

5. Category of Council Assets:

- a. Land: All Council-owned lands, including roads, recreational, domestic, civil and other land assets.
- b. Buildings: All Council-owned or managed buildings through agreements, including all buildings, structures, and civil improvements.
- c. Motor Vehicle: All Council-owned or managed registered vehicles.
- d. Plant & Equipment: All Plant, IT Equipment and all sundry equipment used for building and maintaining Council roads and Infrastructure.
- e. Infrastructure: Council Road improvements, bridges, water sources, parks improvements and recreational improvements.
- f. Office Equipment & Furniture: All other office support equipment, including housing furniture and chattels.
- g. Other: Council-owned or managed artworks, statues, monuments, and intellectual property.

6. Policy Statement

6.1. Acquisition and Identification of Asset

The acquisition of a physical asset must be by the procurement provisions of the *Local Government Act 2019* and Local Government (General) Regulations 2021, the Council's procurement policy, and approved delegations.

Before any acquisition, an approved budget for the asset's purchase must cover its total acquisition cost (including freight, installation, and registration). Future life cycle costs should be considered in all decisions relating to new and upgrading services and assets. Details of all acquisitions are to be recorded in the relevant asset register.


All Council physical assets must be clearly identified, and, where appropriate, the name of the Council should be displayed (such as through signage and labelling.) as the asset owner.

By allocating and maintaining a unique identification for each council asset, the asset verifier (who may be the Council's auditor, the insurer, the asset valuer, the service mechanic or the responsible council staff member) will then have the ability to review the Council's associated asset management records and registers to ensure records are kept up-to-date.

The Council will maintain an up-to-date electronic register of the Council's major assets and an electronic register of the Council's minor assets.

6.2. Operation and Maintenance of Assets

- a. Details of all personnel with access to keys, security passes, and security codes will be recorded and updated in the Council's information management system log.
- b. Keys of assets, including vehicles and Buildings, must be kept in an officially designated safe location as approved by the directors.

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- c. Keys, access security passes and codes must only be left in the office if approved as a safe location for such asset keys and security passes.
 - d. An inspection regime will be applied to maintain agreed service levels and identify asset renewal priorities and maintenance requirements. Appropriate maintenance will be carried out, and logs will be kept where necessary to meet warranty or insurance requirements.
 - e. Council plant and equipment operators will receive appropriate training and supervision, and all necessary licenses will be kept up-to-date.
 - f. The asset Management Team will develop an asset management plan for major asset categories for the area of the assets they oversee. The plan will be informed by community consultation where relevant and technical service levels are required and financial planning and reporting.

6.3. Ratepayer and Stakeholders Expectations:

The asset teams are to make an effort to have an understanding of its land and infrastructure assets to meet community service standard expectations including all stakeholders.

- a. The Barkly Regional Council will maintain a detailed asset register of all owned assets.
- b. The term of useful life expectancy will be calculated and applied to each asset, documented and depreciation values determined by current applicable accounting regulations.
- c. Depreciation will be calculated using a method that reflects the actual consumption of the asset.
- d. Annual maintenance plans shall be developed using asset condition data supplied internally, and a program of regular inspection of assets will be put in place to minimize risk and maximize capital value.
- e. The Council will regularly review its asset stock and identify opportunities for asset rationalization and condition improvement or asset replacement as required.
- f. The council will adopt a life cycle cost analysis approach for assets. Each asset will be assessed and included in a database from which current condition and forecast maintenance data is extrapolated.
- g. All outsourced services shall be procured by a competitive process following the BRC procurement policies and delegation approval manual.
- h. All services shall be regularly benchmarked to ensure the Council adopts best practices as required under the Act.
- i. The council will maintain Quality and Occupational Health and Safety Standards when handling Assets processes.
- j. The council may maintain program capital expenditure/leasing arrangements of assets it owns following the right approval processes and best practices.
- k. Whenever a ratepayer or other stakeholder raises a concern, the Council will endeavour to listen, make appropriate inquiries, and resolve or provide necessary answers/information to the stakeholder following the Council policies and procedures.



6.4. Disaster Recovery Funding Arrangements (DRFA)

- a. When a natural disaster occurs, disaster recovery measures must be taken for the protection of the community and to restore local government service delivery and infrastructure as soon as practical.
- b. The Council will maintain appropriate asset records, with information about essential public assets reviewed at least every four years, to support a DRFA claim and be eligible for funding assistance. The Council will ensure all DRFA claims to the NT Government are submitted within the required timeframe.
- c. The Council's emergency planning team will coordinate with the Council's asset management team to ensure that assets required for emergency and disaster response are kept and maintained in a proper and working condition, readily available to respond to emergencies and restore service to the community promptly.
- d. The CEO will ensure that the asset management and emergency planning teams are properly coordinating by directing one member to coordinate assets needed during disaster response.

6.5. Insurance Cover

- a. Appropriate insurance cover will be taken on all insurable council assets. The level of insurance cover taken will be based on the asset location, its attributes such as physical construction and condition, and a risk assessment of the likelihood of an event occurring that would cause the insurance cover to be activated.
- b. Following an insurable event where an asset is damaged, the insurer is to be promptly advised by the responsible council staff member, and an insurance claim is to be made as soon as practicable, within the claim timeframe.
- c. Where the Council decides not to replace the damaged asset but instead accepts the insurer's payout in lieu, the money is to be banked until a replacement asset, according to the council's business needs, is to be acquired.


6.6. Asset Renewal, Sale, disposal and write off

- a. Council through the respective asset management team, will ensure that assets are safeguarded to minimize the risk of theft, vandalism, or inappropriate or unauthorized use. Assets must be maintained and repaired as required (subject to budget availability) to maintain their physical condition at a standard appropriate for use. Records relating to asset management techniques will accurately represent its asset information, including information in an asset register. Current and future environmental, economic, cultural, and social outcomes will be considered when investing in high-value assets.
- b. Asset renewal plans will be prioritised and implemented progressively based on agreed service levels and the effectiveness of the current assets to provide that level of service.

- c. Systematic reviews will be applied to all asset classes to ensure that the assets are managed, valued, and depreciated in accordance with appropriate best practices.
- d. Before choosing a method of sale or disposal of an asset as detailed in *Guideline 4: Assets*, the Council will consider the criteria listed in *Guideline 4: Assets* and any additional preferences set by the Council.
- e. All sale and disposal of council assets will follow sound contracting principles and will be conducted fairly, accountable, and transparently. The Council's asset sale and disposal process must be capable of withstanding public scrutiny following the appropriate procurement policies and Ministerial *Guideline in place (Assets)*.
- f. Council assets are to be written off and removed from the relevant asset register when one of the situations listed in Ministerial *Guideline 4: Assets* occurs or transpires
- g. An asset with a zero written-down value in Council's accounting records is not to be written off and removed from the relevant asset register if the asset is still in use. For an item to be removed from the register, the write-off criteria provided in *Guideline 4: Assets* will first be satisfied.
- h. The Chief Executive Officer or delegate must report to the police any loss or damage considered attributable to fraud, theft, misappropriation, or the commission of an offence resulting in a loss or damage to an asset as required under the Local Government (General) Regulation 2021.
- i. Following a council resolution accepting that an asset cannot be located or has been misappropriated, destroyed, or damaged beyond economical repair, the Council may authorize the writing off of the asset in Council's accounting records. Upon receipt of the appropriate Council authorization, the lost or damaged asset will be written off and removed from the relevant asset register.
- j. The CEO or delegate must conduct inquiries and investigate the asset management process to understand what led to asset damage, loss, theft, or misappropriation and inform the Council of the same, and the Council may direct the CEO if they would like different action taken.
- k. The CEO or delegate must then put appropriate measures, including procedures, in place to prevent the same from re-occurring.
- l. Where the asset is damaged or can't be found due to normal wear and tear, or appropriate procedure was followed before the Council asset is stolen, then the CEO may only inform the Council in the standard reporting period for Council awareness.

6.7. Use of Council Assets

- a. Asset management practices and correct asset use directly impact the Council's core business In achieving its strategic service delivery objectives in the community and the Council.

- 
- b. The Council may hire out council land and premises. When determining the length of the hire / rental agreement and the fee to be charged, the Council must consider the general benefit and loss to the community.
 - c. Council may by way of a resolution and at its discretion allow the CEO to grant certain categories of community activities, or persons to use its assets for a specific purpose and for a specific time without paying normal required Council fees or at a reduced fee.
 - d. Where Council makes such a resolution, the CEO will ensure that a policy and procedure is in place guiding the resolution. The use must have community good and not private personal benefit.
 - e. Any agreement of use will have a regular renewal/reconsideration date.
 - f. Council assets will not be used for private purposes unless they form part of an employment contract or agreement.

7. Relevant Policies

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

- a. Asset class disposal procedures
- b. Procurement policy
- c. Asset revaluation procedures
- d. Register of major assets
- e. Register of portable and attractive assets
- f. Code of conduct
- g. Asset Management Plan

8. Review

This policy will be reviewed on or before December 2025

9. Variations and Changes

Barkly Regional Council reserves the right to revoke and amend this policy from time to time as necessary to manage its assets and business better and comply with any legislative requirements.

10. Approval

This policy is approved.

Ian Bodill
Chief Executive Officer

Signature

Dated

END

Chief Executive Officers Reports

6.2 The Common Seal

Reference <Enter Ref here>
Author Emmanuel Okumu (Governance Manager)

RECOMMENDATION

That Council:

- 1) Notes that one document was witnessed by staff as the Council had been suspended and before the start of the Official Manager.
- 2) Ratifies the execution of the following documents under the Council's Common Seal:
 - a. Barkly Regional Deal- Barkly Local Community Project Fund. Purchase of skid steer and excavator (BRDLCPF – 2023/24 - CC02).
 - b. Barkly Regional Deal – Barkly Local Community Project Fund. Community Strategic Planning for four named communities (Burudu, Corella Creek, Likkaparta & Blue Bush). BRDLCPF – 2023/24 - NBAC01
 - c. Variation of crown lease, Lot 2161. Extension of lease, 09 November 2024.

SUMMARY

Under section 38 of the Local Government Act 2019, affixing of the common seal to a document must be authorized or ratified by resolution of the Council.

BACKGROUND

There were two documents where the Council's common seal was affixed without the Council resolution. Under s 38 of the Act, the Council must be informed of those documents and requested to ratify them.

ORGANISATIONAL RISK ASSESSMENT

Seeking the Council's resolution or ratification regarding the common seal use eliminates the risk of the Council being in breach of the Act.

BUDGET IMPLICATION

<Enter Text Here>

ISSUE/OPTIONS/CONSEQUENCES

CONSULTATION & TIMING



<Enter Text Here>

ATTACHMENTS:

1. Doc one [6.2.1 - 10 pages]
2. Doc Two [6.2.2 - 10 pages]
3. DO C 4 [6.2.3 - 1 page]

ATTACHMENT B – GRANT AGREEMENT

Grant Agreement

Barkly Regional Deal - Barkly Local Community Projects Fund

Purchase of skid steer loader and excavator

BRDLCPF – 2023/24 – CC02

DETAILS

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

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

TERMS AND CONDITIONS

1. Interpretation and Definitions

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

2. Acknowledgments

2.1 You acknowledge:

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

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

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

- 8.5 If you dispose of an Asset without our prior written consent, we may by written notice require you to repay that part of the Grant Amount we contributed to the acquisition cost of the Asset.
9. Acknowledgement of Grant
- 9.1 You agree to acknowledge our contribution to the Grant Activity in all promotional, advertising or other publications (such as annual reports, newsletters, websites) by using the approved logos of the Australian Government, Northern Territory Government and the Barkly Regional Council, together with the phrase "Sponsored by the Barkly Regional Deal – a commitment between the Australian Government, the Northern Territory Government and the Barkly Regional Council" or as otherwise directed by us.
- 9.2 We will provide you with the current version of the logo.
- 9.3 The logo must be reproduced only in the format provided and of equal size and prominence to your logo.
- 9.4 We reserve the right to limit and withdraw the use of our name and logo by you.
10. Records, Reporting, Acquittal and Audit
- 10.1 You must keep accurate financial records relating to the Grant so that at all times the use of the Grant is identifiable, ascertainable and substantiated.
- 10.2 You must comply with all Reporting Requirements and Acquittal Requirements by the specified Due Dates.
- 10.3 You authorise us to inspect and audit all of your records in connection with this Agreement and you agree to fully cooperate with us in that regard.
- 10.4 You authorise us to publish or otherwise report on the outcome of the Grant Activity.
11. Withholding funding
- 11.1 If in our reasonable opinion you have not complied with this Agreement in any material way we may, by notifying you in writing, withhold payment of all or any part of the Grant.
12. Unspent, Misused or Unacquitted Grant
- 12.1 If the Grant, or part of it, is not spent on the earlier of:
- (a) the end of the Grant Period (and we have not agreed a variation); or
 - (b) termination of this Agreement,
- you must promptly return that part of the Grant that has not been spent to us.
- 12.2 If at any time we form the reasonable opinion that the Grant, or a part of it, has not been used in accordance with this Agreement or has not been acquitted by you to our reasonable satisfaction, then you must repay the Grant, or any part of it, as we require in any written notice we give you.
13. Conflict of Interest
- 13.1 For the purpose of this Agreement, "Conflict" means any matter, circumstance, interest, activity or other matter in connection with you, or your officers, employees, subcontractors, agents, advisors, volunteers and other personnel and their related entities, such as parent or subsidiary companies, directors, managers or other persons in a position of influence and their close relatives, which may or may reasonably be perceived to impair you or your personnel's ability to carry out any responsibilities or obligations under this Agreement diligently, independently and impartially.
- 13.2 You warrant that, at the date of signing this Agreement, to the best of your knowledge no Conflict exists or is likely to arise in connection with this Agreement.
- 13.3 If you engage subcontractors to assist in the Grant Activity, you must take reasonable steps to ensure your subcontractors have no Conflict.
- 13.4 If during the performance of this Agreement you become aware of a Conflict, you must immediately notify us, and you must also notify the Barkly Backbone Team by email at info@barklybackbone.com.au, the steps you propose to take to resolve or deal with the Conflict. In consultation with the Barkly Backbone Team, we may suspend your delivery of the Grant Activity and your use of the Grant until such time as the Conflict is resolved to our satisfaction.
14. Insurance
- 14.1 You must hold and maintain insurance policies in amounts sufficient to insure for your risks and liabilities in connection with this Agreement (such as public liability, accident or injury to your volunteers and

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

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

15. Risk & Indemnity

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

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

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

16. GST

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

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

- 16.3 The Grant Amount is GST exclusive.

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

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

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

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

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

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

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

17. Intellectual Property

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

18. Confidential Information and Privacy

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

19. Notices

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

20. Debt Due and Payable

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

21. Intervening Event

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

22. Disputes:

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

23. Termination

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

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

24. Barkly Regional Deal

24.1 The parties acknowledge and agree that:

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

25. General

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

EXECUTION PAGE

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

Executed as an Agreement.

The COMMON SEAL of the BARKLY REGIONAL COUNCIL was
hereto affixed in accordance with section 28 of the *Local
Government Act 2008* in the presence of:


(Signature of Delegate)

Date: ...31... / ...10... / 20.23


(Signature of Witness)

Faye Jennings
(Name of Witness)

in the presence of

Faye Jennings
(Print Name of Witness)



(Signature of Witness)

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

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

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

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

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

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

Declaration and Final Acquittal Form

Section A: Project Details

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

Recipient: Owairtilla Aboriginal Corporation, ABN 70 468 800 756

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

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

Section B: Declaration

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

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

Duly Authorised Officer 1

Name:

Title:

Signature:

Date: / / 20

Duly Authorised Officer 2

Name:

Title:

Signature:

Date: / / 20

ATTACHMENT B – GRANT AGREEMENT

Grant Agreement

Barkly Regional Deal - Barkly Local Community Projects Fund

Community Strategic Planning for four named communities

(Burudu, Corella Creek, Likkaparta & Blue Bush)

BRDLCPF – 2023/24 – NBAC01

DETAILS

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

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

TERMS AND CONDITIONS

1. Interpretation and Definitions

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

2. Acknowledgments

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

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

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

7. Capital and Minor Works

- 7.1 This clause applies where the Grant Activity involves the acquisition, construction or improvement of structural assets or equipment, including building and construction of new facilities, extension to or upgrading of existing facilities, the purchasing, installation or upgrading of equipment, fixtures and fittings, general repairs and maintenance on existing facilities, equipment, fixtures and fittings ("Works").
- 7.2 You must:
 - (a) only engage builders that are accredited under the Australian Government Building and Construction WHS Accreditation Scheme (see <https://ablis.business.gov.au/service/ag/australian-government-building-and-construction-workplace-health-and-safety-accreditation-scheme/301>) and, on our request, provide such documentation as we require to substantiate that accreditation;
 - (b) ensure the Works are completed by the end of the Grant Period;
 - (c) comply with the *Code for the Tendering and Performance of Building Work 2016*, which is available at <https://www.legislation.gov.au/Details/F2017C00125> (the Code) where the grant activity is for works that is 'commonwealth funded building work' as defined in the Code;
 - (d) ensure the Works are carried out diligently, effectively, in a proper and workmanlike manner, and in accordance with all applicable laws and Australian Standards;
 - (e) only engage contractors who are appropriately qualified, skilled and experienced;
 - (f) unless you have our prior written consent, only engage contractors and personnel with respect to the Works that do not have a Conflict; and
 - (g) ensure that you, your employees and your contractors, comply with all requirements of the work health and safety legislation applicable to such Works, including legislation relating to asbestos.
- 7.3 You warrant that:
 - (a) you have the right to undertake the Works at the site at which the Works will be carried out, and you have obtained any consents, approvals, agreements, authorisations or permissions of the owner and/or lessee of that site; and
 - (b) the site at which the Works will be carried out is, and will at all times be, fit for the purposes of carrying out the Grant Activity and the Works.

8. Assets

- 8.1 For the purpose of this clause, "Asset" means any item of property that has been created, acquired or leased wholly or in part with the Grant Amount, or that we otherwise provide to you for a Grant Activity, but does not include consumable items.
- 8.2 You must first obtain our written consent before using the Grant Amount to acquire an Asset valued at \$1,000 or more. Our consent is already granted for any Asset expressly described in the Details.
- 8.3 The Asset must be used primarily for the Grant Activity and you must:
 - (a) own the Asset in your name and, if the Asset is capable of being registered, register it in your own name;
 - (b) hold the Asset securely and safeguard it against theft, loss, damage and unauthorised use;
 - (c) maintain the Asset in good working order;
 - (d) appropriately insure the Asset; and
 - (e) maintain, and provided to us on request, a register of Assets including date of acquisition, price, description and location.
- 8.4 You must seek our prior written consent before disposing of an Asset and we may direct you to sell for the best price reasonably obtainable (and retain for an approved purpose, or pay to us, some or all of the sale price) or otherwise dispose of the Asset, including transferring the Asset to a third party.

- 8.5 If you dispose of an Asset without our prior written consent, we may by written notice require you to repay that part of the Grant Amount we contributed to the acquisition cost of the Asset.
9. Acknowledgement of Grant
- 9.1 You agree to acknowledge our contribution to the Grant Activity in all promotional, advertising or other publications (such as annual reports, newsletters, websites) by using the approved logos of the Australian Government, Northern Territory Government and the Barkly Regional Council, together with the phrase "Sponsored by the Barkly Regional Deal – a commitment between the Australian Government, the Northern Territory Government and the Barkly Regional Council" or as otherwise directed by us.
- 9.2 We will provide you with the current version of the logo.
- 9.3 The logo must be reproduced only in the format provided and of equal size and prominence to your logo.
- 9.4 We reserve the right to limit and withdraw the use of our name and logo by you.
10. Records, Reporting, Acquittal and Audit
- 10.1 You must keep accurate financial records relating to the Grant so that at all times the use of the Grant is identifiable, ascertainable and substantiated.
- 10.2 You must comply with all Reporting Requirements and Acquittal Requirements by the specified Due Dates.
- 10.3 You authorise us to inspect and audit all of your records in connection with this Agreement and you agree to fully cooperate with us in that regard.
- 10.4 You authorise us to publish or otherwise report on the outcome of the Grant Activity.
11. Withholding funding
- 11.1 If in our reasonable opinion you have not complied with this Agreement in any material way we may, by notifying you in writing, withhold payment of all or any part of the Grant.
12. Unspent, Misused or Unacquitted Grant
- 12.1 If the Grant, or part of it, is not spent on the earlier of:
- (a) the end of the Grant Period (and we have not agreed a variation); or
 - (b) termination of this Agreement,
- you must promptly return that part of the Grant that has not been spent to us.
- 12.2 If at any time we form the reasonable opinion that the Grant, or a part of it, has not been used in accordance with this Agreement or has not been acquitted by you to our reasonable satisfaction, then you must repay the Grant, or any part of it, as we require in any written notice we give you.
13. Conflict of Interest
- 13.1 For the purpose of this Agreement, "Conflict" means any matter, circumstance, interest, activity or other matter in connection with you, or your officers, employees, subcontractors, agents, advisors, volunteers and other personnel and their related entities, such as parent or subsidiary companies, directors, managers or other persons in a position of influence and their close relatives, which may or may reasonably be perceived to impair you or your personnel's ability to carry out any responsibilities or obligations under this Agreement diligently, independently and impartially.
- 13.2 You warrant that, at the date of signing this Agreement, to the best of your knowledge no Conflict exists or is likely to arise in connection with this Agreement.
- 13.3 If you engage subcontractors to assist in the Grant Activity, you must take reasonable steps to ensure your subcontractors have no Conflict.
- 13.4 If during the performance of this Agreement you become aware of a Conflict, you must immediately notify us, and you must also notify the Barkly Backbone Team by email at info@barklybackbone.com.au, the steps you propose to take to resolve or deal with the Conflict. In consultation with the Barkly Backbone Team, we may suspend your delivery of the Grant Activity and your use of the Grant until such time as the Conflict is resolved to our satisfaction.
14. Insurance
- 14.1 You must hold and maintain insurance policies in amounts sufficient to insure for your risks and liabilities in connection with this Agreement (such as public liability, accident or injury to your volunteers and

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

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

15. Risk & Indemnity

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

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

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

16. GST

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

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

- 16.3 The Grant Amount is GST exclusive.

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

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

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

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

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

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

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

17. Intellectual Property

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

18. Confidential Information and Privacy

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

19. Notices

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

20. Debt Due and Payable

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

21. Intervening Event

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

22. Disputes:

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

23. Termination

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

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

24. Barkly Regional Deal

24.1 The parties acknowledge and agree that:

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

25. General

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

EXECUTION PAGE

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

Executed as an Agreement.

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


(Signature of Delegate)

Date: 31 / 10 / 2023


(Signature of Witness)

Faye Jennings
(Name of Witness)

in the presence of

Faye Jennings
(Print Name of Witness)


(Signature of Witness)



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

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

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

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

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

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

Declaration and Final Acquittal Form

Section A: Project Details

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

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

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

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

Section B: Declaration

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

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

Duly Authorised Officer 1

Name:

Title:

Signature:

Date: / / 20

Duly Authorised Officer 2

Name:

Title:

Signature:

Date: / / 20

Form 19

Land Title Act 2000
REGISTRAR-GENERAL'S DIRECTIONS



NORTHERN TERRITORY OF AUSTRALIA

V	A	No:
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IMPORTANT NOTICE

Please Note Privacy Statement Overleaf

VARIATION OF CROWN LEASE

Pursuant to the *Crown Lands Act 1992* or other Act specified below the Minister or delegate of the Minister administering the Act produces this document, being a notice in writing of the variation of the lease to the Registrar-General. The Minister or delegate of the Minister has agreed to vary the lease as described below subject to the mortgages, encumbrances and other instruments affecting the land including any created by dealings lodged for registration prior to the lodging of this instrument.

(NOTES 1-2)

EXTENSION OF
LEASE DATE

09 November 2024

(NOTE 3)

Register	Volume	Folio	Location	Lot Description	Plan	Unit
CUFT	865	602	Town of Tennant Creek	Lot 2161	S2007/014	

(NOTE 4)

REGISTERED
PROPRIETOR

Name only: Barkly Regional Council

(NOTE 5)

POWER TO
VARYUnder section 56 of the *Crown Lands Act 1992*

(NOTE 6)

DETAILS OF
VARIATION

Extension of lease expiry date to 09 November 2024

(NOTE 7)

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

03 day of NOVEMBER 2022

In the presence of:

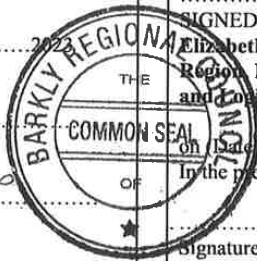
Signature of Chief Executive Officer

Full name of Chief Executive Officer

Signature of Council Member

Full name of Council Member

MANAGER BRC



SIGNED by the Delegate of the Minister, Sarah Elizabeth Fairhead, Executive Director Southern Region, Department of Infrastructure, Planning and Logistics

In the presence of:

Signature of qualified witness

Full name of qualified witness

Witness contact address/phone number

(NOTE 8)

Office Use Only

Registered on At

Chief Executive Officers Reports

6.3 Advisory Committees

Reference <Enter Ref here>
Author Emmanuel Okumu (Governance Manager)

RECOMMENDATION

That Council:

- 1) Establishes Advisory Committees. Namely, (a) Tennant Creek Advisory Committee (b) Remote Communities Advisory Committee and (c) Youth Centres Advisory Committee.
- 2) Receives and resolves to approve the BRC Advisory Committee's Terms of Reference

SUMMARY

The BRC Official Manager is establishing the advisory committees, which will include one committee to advise the Council on Tennant Creek services, one for the remote Communities and one for the Youth Centres to provide advice to the Council for the period of administration.

BACKGROUND

Barkly Regional Council encourages input from the community about its services, operations, and facilities. Council Advisory Committees are one way for the district to provide feedback or advice to the Council on a specific topic of interest to the community. For the period when the Council is under administration, the Official Manager consults with the three advisory committees about matters affecting the communities.

ORGANISATIONAL RISK ASSESSMENT

The potential risks are solved by having an advisory committee to provide the Council with community input on required services.

BUDGET IMPLICATION

The Council would need to incur a seating allowance for committee members.

ISSUE/OPTIONS/CONSEQUENCES

The option would be to advertise and call for expression of interest from the public.

CONSULTATION & TIMING

The advertisement calling for nominations will last for twenty-one days from the date the advert is put out.

<Enter Text Here>

ATTACHMENTS:



1. Terms of Reference 1youth [6.3.1 - 4 pages]
2. BRC Committee policy ready [6.3.2 - 6 pages]

Terms of Reference

BRC Youth Centres – Advisory Committee



1. PURPOSE

The Youth Centres Advisory Committee (YCAC) is an Advisory Committee to the Council. Its purpose is to give young people a say in voicing their concerns on matters and issues that are important to them and are related to Council and more specifically, the BRC Youth Centres. The BRC Youth Centres Advisory also assists young people involved to develop leadership, governance, communication, teamwork and public speaking skills.

2. SCOPE

The BRC YCAC consists of a group of young people, the Council's Youth Services team and representatives from the National Indigenous Australians Agency (NIAA), Chief Ministers office and the Department of Territory Families, Housing and Communities (DTFHC) who meet to discuss and plan around issues affecting young people YCAC is an official advisory committee which keeps Council informed on issues that are significant and important to young people in the Barkly region. YCAC also assists Council in making sure that both the services and the way Council goes about its business are youth friendly so that all young residents of the Barkly can be equally included and are able to participate in their communities.

3. AUTHORITY / DELEGATION

The Committee is an Advisory Committee to Council and does not have any delegation to make decisions. The Committee submits its recommendations to the Council for endorsement, and then may be responsible for completing the action determined by Council resolution.

4. FUNCTIONS

The function of the YCAC Committee is:

- a) To build the groups knowledge of issues that affect young people in the Barkly so that advice can be given to Council on how to manage these issues.
- b) To work with Council to help find ways of making the Barkly and its facilities youth friendly, so that young people are comfortable accessing them.
- c) To assist Council to action the objectives of the Youth Strategy.
- d) To provide an avenue for genuine communication between youth and the Council.
- e) To gain an understanding of the responsibilities of the Barkly Regional Council and its many roles and to be actively involved in Councils decision-making processes when appropriate.
- f) To report the minutes and recommendations of each meeting to Council.
- g) To help the local community better understand and be informed about youth issues, the work of the YCAC and its progress, through education and feedback.
- h) To provide an opportunity for youth to build on and expand their skills in leadership, communication, public speaking, problem solving, teamwork and civic affairs.

Terms of Reference

BRC Youth Centres – Advisory Committee



5. MEMBERSHIP

- Up to 15 young people between 12 to 25 years of age
- Barkly Youth Advisory Group
- Youth Centre Coordinator – Barkly Regional Council
- Senior Staff from Operations, TC and community development – Barkly Regional Council - Advisory / Non-voting
- Representative from National Indigenous Australians Agency (NIAA) – Advisory / Non-voting
- Representative from Chief Ministers Office - Advisory / Non-voting
- Representative from Territory Families, Housing and Communities (DTFHC) - Advisory / Non-voting
- Moriarty Foundation - Advisory / Non-voting
- We-Ali - Advisory / Non-voting
- An appointment term is for 2 years

Members must either live, study or work within the Barkly municipality.

Membership will be organised so that there is equal and fair representation of young people from across the age range and the various cultural groups within the region.

Young people whose life experience and knowledge will make the group rich in understanding youth issues from different perspectives will be actively encouraged to apply to become a member.

Members who are absent without notice for more than three (3) meetings will be retired from the committee.

Members may take three (3) months leave from the YCAC each year provided they provide 10 days' notice.

5.1 CHAIR

The chair of the Committee is responsible for:

- Ensuring the good conduct of meetings in accordance with the role and functions of the Committee: and
- Ensuring that the Committee's recommendations and actions are in line with the Terms of Reference.

The Committee Chair may be called upon to represent the YCAC to Council.

The Committee may appoint a Deputy Chair for the purposes of chairing a meeting if the Chair is not present or at a meeting as required.

5.2 MEMBERS

Members are appointed to represent the interests and needs of the community relevant to the Committee purpose.

The responsibility of the Members is to:

- Regularly attend meetings and to actively contribute ideas and commentary.

Terms of Reference

BRC Youth Centres – Advisory Committee



- Actively participate in working groups, sub-committees or specialist panels as required.

6. MEETINGS

6.1 FREQUENCY AND LOCATION

Subject to direction by Council, the Committee will set its meeting schedule the calendar year prior. The Committee will meet at least four (4) times per year and no more than ten (10) times annually. Time and location of Committee meetings to be determined by the Committee.

Special meetings may be convened by the Chief Executive Officer on the request of the Chair, or a majority of Committee members. The Chief Executive Officer will then issue a Notice of Meeting with the time, date and location of the meeting, and the items to be discussed at the special meeting.

6.2 VOTING

A resolution of the Committee will be passed by a majority vote. A majority vote is half, plus 1 of the Members present at the meeting.

The Chair must exercise, in the event of an equality of votes, a second or casting vote.

7. CODE OF CONDUCT

All Members are accountable to the Local Government Act 2019 – Code of Conduct, Schedule 1. This includes the requirements to declare gifts and or benefits received.

8. CONFLICT OF INTEREST

On appointment to a Committee, all Members must identify if there are any conflicts of interest in performing their role on the Committee.

Conflicts of Interest must also be identified at any meeting in which a member has a Conflict of Interest on a matter.

9. REVIEW AND PERFORMANCE EVALUATION

9.1 TERMS OF REFERENCE

The Terms of Reference will be reviewed annually by the Committee and any changes will be put to Council for endorsement.

9.2 PERFORMANCE EVALUATION

Commencing in November, at the end of each calendar year, the Committee will conduct an annual review of the Committee to assess outcomes against these terms of reference.

Terms of Reference

BRC Youth Centres – Advisory Committee



Advisory Committee members are advised that membership on the committee will require interstate travel to engage with Street Universities in NSW and QLD in the interest of continuous improvement and the provision of quality, engaging and capacity building activities.

The review and any amendments to the Terms of Reference will be provided to Council at the commencement of each calendar year.

10. RESPONSIBILITY / APPLICATION

All Members of the Committee will be provided with a copy of the committee terms of reference via their email address provided to the Council in the nomination form. Committee members must follow the Terms of Reference and ensure they know their responsibilities under the Local Government Act 2019 as a Member of a Council-appointed Committee.

Resolution Number:

POLICY

TITLE:	Council Committee Policy		
DIRECTORATE:	Council		
ADOPTED BY:	CEO		
DATE OF ADOPTION:	November 2023	DATE OF REVIEW:	November 2025
POLICY NUMBER:	A&G02		
LEGISLATIVE REF:	Local Government Act 2019 Part 5.2		

1. INTRODUCTION

Barkly Regional Council encourages input from the community about its services, operations, and facilities. Council Advisory Committees are one way for the community to provide input or advice to Council on a specific topic or the strategic management of a facility on an ongoing basis.

1.1. Purpose

The purpose of this policy is to ensure consistency across the formation and operation of Council Advisory Committees.

1.2. Scope

This policy applies to all elected members, employees and community members who are appointed to or involved in Council's Advisory Committees established from time to time by resolution of Council.

1.3. Policy Objectives

This policy is intended to ensure consistent practice is followed for the establishment, operation, and administration of the Council Committees. The Committees are appointed to provide regular advice and information to Council on specific subjects of interest to the community and Council and to promote the awareness of a specific topic within Council and the community, advise Council on current and emerging issues, provide a process for input into the planning and provision of services and facilities and a process for feedback from Council to the community.

2. DEFINITIONS

Advisory committee means a group of suitably experienced people appointed to give considered advice, recommendations in connection with Council business, established by resolution in accordance with section 82 of the Local Government Act 2019.

Committee member means an individual or organisation represented by a delegated person who is appointed for the term of the Advisory Committee.

3. DETAILS

Council has adopted an Advisory Committee Policy to ensure that consistent practices are followed for the establishment, operation, and administration of Advisory Committees. Advisory Committees are appointed to provide regular advice and information to Council on specific subjects of interest to the community and Council. They promote the awareness of a specific topic within Council and the community, advise Council on current and emerging issues, provide a process for input into the planning and provision of services and facilities and a process for feedback from Council to the community.

4. ESTABLISHMENT OF ADVISORY COMMITTEES

Council may appoint an Advisory Committee to address a specific topic or the strategic management of a facility for a maximum term that is equal to the current term of Council.

An Advisory Committee must be appointed in accordance with Section 82 of the Local Government Act 2019 and:

- may only be appointed by Council resolution
- may include in its members persons who are not Councillors, and
- must have terms of reference, approved by council resolution, that set out its membership and functions.

Subject to any resolution to the contrary, if an Advisory Committee is appointed for a particular purpose or for a limited time, the Advisory Committee is abolished and appointment of members to the Advisory Committee is terminated upon the fulfilment of that purpose or the expiration of that time.

5. ADVISORY COMMITTEE MEMBERSHIP

Committee members will be representative of the diversity of needs and issues relating to the specific topic of the Committee and will include Councillors and members of the community (both individual members and/or member organisations). Members may also include representatives from relevant State or Federal Government

agencies, other Local Governments, professional or industry bodies or other parties as determined by Council.

Organisations, agency, professional or industry bodies represented on the Advisory Committee may nominate one

- (1) delegate from the organization they are representing. The Chairperson and Deputy Chairperson of an Advisory Committee may be a Councillor or another member of the Advisory Committee as selected by the members' majority vote.
- (2) Each year on the twelve-month anniversary of the establishment of an Advisory Committee, Council may resolve to provide the opportunity to rotate the existing members (including Councillor/s) of that Advisory Committee with other Councillor/s and members.
- (3) The membership of an Advisory Committee will be as stated in the Advisory Committee Terms of Reference.
- (4) The external membership selection process for an Advisory Committee will include an Expressions of Interest sought through a range of channels as decided by the Mayor, Councillors, Chief Executive Officer, or relevant Director.
- (5) Committee members will be approved through a Council resolution at an Ordinary Meeting of Council.
- (6) The Committee may co-opt additional members on a temporary basis for specific matters

6. AUTHORITY

An Advisory Committee is a consultative Committee to Council that is designed to discuss key issues, engage with the community, and make recommendations to Council as it pertains to the stated purpose of the Advisory Committee.

An Advisory Committee and members of the Committee may provide input on a specific topic or the strategic management of a facility, but it does not hold decision making powers concerning the operations of Council, nor can it commit Council resources or be delegated any powers

7. MEMBERS ROLES AND RESPONSIBILITIES.

The following roles and responsibilities are conferred to each member of an Advisory Committee:

All members are responsible for ensuring the Advisory Committee Terms of Reference and this Policy are adhered to, and

All members of an Advisory Committee must ensure there is no conflict or possible conflict between the member's private interests and the honest performance of the member's role of advising or making a recommendation to Council

A member of an Advisory Committee will not:

- improperly use information acquired as a member of the Advisory Committee to gain, directly or indirectly, a financial advantage for that person or someone else
- improperly use information acquired as a member of the Advisory Committee to damage Council's reputation
- release information that the member knows or should reasonably know is information that is confidential to Council
- release information that the member knows or should reasonably know is information that Council wishes to keep confidential
- make public or media comment on behalf of Council, unless the Member is authorised in accordance with Council's media policy

8. OPERATIONS AND ADMINISTRATION

The Director of the relevant Directorate, or nominee, will provide appropriate advice and administrative support to assist all Advisory Committees to meet their obligations. Meeting administration and protocols for an Advisory Committee will be in accordance with the requirements of the Local Government Act 2019 and as stated in the Terms of Reference for the Advisory Committee.

The following key meeting protocols must be adhered to for each Advisory Committee meeting:

- a quorum for an Advisory Committee meeting shall be half the number of members of the Committee plus one
- the Chairperson will preside at an Advisory Committee meeting. However, if the Chairperson is absent or unavailable to preside, a member of the Advisory Committee chosen by the members present at the Advisory Committee meeting will preside
- a non-member may attend an Advisory Committee meeting as an observer only
- a member of an Advisory Committee (whether or not they are a Councillor) may vote on business before the Advisory Committee except Council employees, who are not allowed to Move, Second or Vote on recommendations, and
- recommendations of Advisory Committees will be by majority voting of members only. An Advisory Committee must determine the dates, times, and places for its meetings, however, must meet a minimum of four (4) times per year or as otherwise deemed necessary.

Minutes of each Advisory Committee meeting will be submitted to the next Ordinary Meeting of Council and will be publicly available unless Council has exempted the Advisory Committee to keep minutes of its proceedings in accordance with Council's Privacy Policy or Confidential Information Policy.

If any committee member is absent for three (3) consecutive meetings without having obtained leave of absence from the Committee, the member's continued membership of that Committee will be referred to Council for determination.

9. REMUNERATION

External Advisory Committee Members do not receive any form of remuneration except the external independent members on the Audit and Risk Management Committee or as approved by Council resolution.

10. AUDIT AND RISK MANAGEMENT COMMITTEE

Council's Audit and Risk Management Committee is a special advisory committee established by Council under Part 5.3 of the Local Government Act 2019. The role of the Committee is to:

- monitor and review the integrity of Council's financial management
- to monitor and review internal controls
- to make recommendations to Council about financial management, audit, and risk matters.

The members of the Audit and Risk Management Committee may consist of or include persons who are not members of the council. However, the chairperson must not be an elected member of the Council or a member of the Council's staff.

11. REVIEW

This policy/terms of reference will be reviewed November 2024

12. ASSOCIATED POLICIES

Council Code of conduct Policy

Privacy Policy

Confidentiality Policy

13. Approval

This policy is approved

Ian Bodill

Chief Executive Officer

Signature

Dated

END

Chief Executive Officers Reports

6.4 Action Register

Reference <Enter Ref here>
Author Emmanuel Okumu (Governance Manager)

RECOMMENDATION

That Council:

- A) Receives and notes actions arising from the previous minutes.
- B) Makes necessary directions to have the overdue pending items to be attended to.

SUMMARY

All Council resolutions that require action are recorded in the register, and the CEO assigns them to the respective staff member for action.

BACKGROUND

Whenever the Council passes a resolution that requires action, it is recorded in the action register, and the CEO assigns the item to a specific staff member; the assigned staff receives two reminder warnings sent automatically by the Doc Assembly system whenever the item becomes overdue. The register shows the actions taken and those overdue and require action. The Council is requested to note the items that are overdue and direct that action be taken urgently.

ORGANISATIONAL RISK ASSESSMENT

The risk includes the Council being in several breaches, including a service delivery agreement with various stakeholders because of overdue items that still need to be actioned.

BUDGET IMPLICATION

<Enter Text Here>

ISSUE/OPTIONS/CONSEQUENCES

The issue is that when the Council passes a resolution and action is not taken within a reasonable time, the consequence is that it delays service delivery to the community, discourages local decision-making and exposes the Council to risks.

The option is for the Council to make necessary directions requiring the overdue items in the register to be immediately attended to and a detailed report provided to the Council within a period to be set by the Council.

CONSULTATION & TIMING

The time by which all overdue items should be handled, and a report provided to the Council will be as set by the Council.



ATTACHMENTS:

1. Action Register [6.4.1 - 3 pages]

Action Register

Search Criteria

Showing Completed Items: No

Generated By: Emmanuel Okumu

Generated On: 27/11/2023 at 12:43pm

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	4.1	BRC Area Managers report - JUL23	Not yet started	Please action as per resolution.	Barry Natrass, Brody Moore, Darren Lovett		08/11/2023	Overdue by: 19 days
10/07/2023	Ali Curung Local Authority Meeting 10 07 2023	7.1	Ali Curung Local Authority Finance Report JUL23	Not yet started	Please action as per resolution.	Barry Natrass, Brody Moore, Darren Lovett		10/11/2023	Overdue by: 18 days
10/07/2023	Ali Curung Local Authority Meeting 10 07 2023	8.1	Ali Curung Cemetery	Not yet started	Please action as per resolution.	Barry Natrass, Brody Moore, Darren Lovett		09/11/2023	Overdue by: 19 days
10/07/2023	Ali Curung Local Authority Meeting 10 07 2023	8.2	Ali Curung Animal Management/Vet program	Not yet started	Please action as per resolution.	Barry Natrass, Brody Moore, Darren Lovett		09/11/2023	Overdue by: 19 days
10/07/2023	Ali Curung Local Authority Meeting 10 07 2023	8.3	Ali Curung community Tree planting initiative	Not yet started	Please action as per resolution.	Darren Lovett		09/08/2023	Overdue by: 110 days
10/07/2023	Ali Curung Local Authority Meeting 10 07 2023	8.4	LA member resignation	Not yet started	Please action as per resolution.	Darren Lovett		09/08/2023	Overdue by: 110 days
29/06/2023	Ordinary Meeting of Council 29 June 2023	7.2	Adoption of Draft Regional Plan 2023-24	Not yet started	* A review of the organisational re-structure be undertaken when the Budget review in October/November occur	Darren Lovett, Gillian Mollo, Harbour Software Support, Ian Bodill,	02/11/2023 Doc Assembler Admin This is for testing purposes only	19/10/2023	Overdue by: 39 days

Meeting Date	Document	Item No.	Item	Status	Action Required	Assignee/s	Action Taken	Due Date	Completed (Overdue)
						Lauren McDonnell, Troy Koch			
29/06/2023	Ordinary Meeting of Council 29 June 2023	7.4	Finance Directorate Report YTD 31 May 2023	In Progress	a) advertise an expression of interest for an independent, expert procurement policy review set against best practices. b) be provided an electronic monthly purchase report.	Ian Bodill, Romeo Mutsago, Tash Adams	07/07/2023 Tash Adams The EOI was advertised in the NT News and the Tennant & District Times on Friday 7 July.	26/10/2023	Overdue by: 32 days

Chief Executive Officers Reports

6.5 Risk and Audit Committee Members

Reference <Enter Ref here>
Author Emmanuel Okumu (Governance Manager)

RECOMMENDATION

That Council:

- a) Resolves to call for expression of interest for an additional two risk and audit committee members.
- b) Determines the duration of those two members to be appointed.

SUMMARY

The council is required to establish and maintain an audit and risk committee. The Official Manager would like to appoint two additional independent members to the committee.

BACKGROUND

The Council is required to establish and maintain an audit and risk committee in September 2023, consisting of 2 independent members and 3 Council members. Due to the Council's suspension, the committee remained with two members. The Official Manager would like to appoint an additional two independent members to the committee.

ORGANISATIONAL RISK ASSESSMENT

The risk is not yet known

BUDGET IMPLICATION

The Council will incur sitting allowance fees and any other expenses incurred by the member in relation to the committee meeting.

ISSUE/OPTIONS/CONSEQUENCES

The issue is that the Council committee members are still committee members unless the Minister decides that the Council is terminated, and an election is held.

The option is that the Council appoint additional members to serve for the period of administration.

CONSULTATION & TIMING



The duration for receiving the expression of interest will be as to be determined by the Council.

ATTACHMENTS:

Nil

Chief Executive Officers Reports

6.6 CEO Report December 7th 2023

Reference <Enter Ref here>
Author {Chief Executive Officer}

RECOMMENDATION

That Council notes and receives the information provided in the CEO's report

SUMMARY

<The CEO 's report is provided in point mode and the CEO will provide a verbal summary for all of them. >

BACKGROUND

<

1. CEO KPI's for evaluation in 6 months.
2. Elliott Development
3. Elliott Waste Management site
4. Tenant Creek Waste Management Site
5. Ali Curung Youth Centre
6. Office shifting of Director Operations and his crew.
7. Plant replacement options
8. Christmas Closure
9. Purchase of two bob cats
10. Lake Mary Ann
11. Animal Management Plan

>

ORGANISATIONAL RISK ASSESSMENT

<The risk for each item is varied with some being confidential and others requiring considerable planning and precaution.

There are general Environmental considerations as well as. >

BUDGET IMPLICATION

<As for the risk, the budget implications are varied and in some instances amount to millions. >

ISSUE/OPTIONS/CONSEQUENCES

<Varied and requires individual discussion>

CONSULTATION & TIMING



<Consultation and communication regarding the attached information is imperative and will be undertaken with communities and community where appropriate.>

ATTACHMENTS:

Nil

7 FINANCE REPORTS

Finance Reports

7.1 Financial Directorate Report - YTD 31 October 2023

Reference <Finance Directorate Report – YTD 31 October 2023>
Author Romeo Mutsago (Chief Finance Officer)

RECOMMENDATION

That Council receives and notes the Finance Report for the YTD 31 October 2023.

SUMMARY

The report summarizes the Finance Directorate activities for the YTD 31 October 2023

BACKGROUND

BACKGROUND

Provide the background/discussion about the report item to give Councilors a full understanding of how the recommendation was reached.
 Decisions of the Council and other actions agreed at each Council Meeting are implemented by staff following the Council Meetings. This report provides a status update to the Council of the progress in implementing those actions.

Acquittals

All FY2023 finance acquittals have been audited & signed off & are being lodged with respective funding agencies.

ATO lodgments

As at 31 October. 2023, all statutory obligations are up to date – Business Activity Statements (BASs), Fringe Benefit Tax (FBT), Taxable Payments Annual Returns (TPARs), PAYG and Superannuation.

Staff compliment for Finance

As at 31 October 2023, the finance directorate is staffed to enable normal independent checks of work to enhance internal controls within finance and BRC (Barkly Regional Council) broadly.

YTD October 2023 financial statements

Financials are attached.

Results indicate a healthy financial position as at 31 October 2023.

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

FY2023 audit

FY2023 audited financials were considered and recommended to council by the Audit & Risk Committee. The council then approved incorporating FY2023 audited financials into the FY2023 annual report lodged on time.

Additional concession for rate payers adversely impacted by inadequate adjustment for rates increase beyond CPI (Consumer Price Index) for FY2022-23

Following engagement with affected rate payers, finance recommends to council that an additional concession be applied to affected rate payers to further reduce FY2022-23 rates which increased on account of higher UCVs (Unimproved Capital Value). The effect of the additional concession to adjust FY2023 rates to reflect an increase that would reflect CPI increase on FY2022 regardless of increase in UCVs for affected properties.

The budgetary impact of additional concession will not materially impact FY2024 budget & will be reflected in the budget review.

Local Authority commitments

Attached is the summary of LA funds available as at 31 October 2023.

We have requested area managers to follow through commitments passed at LA meetings & pass on to finance to make necessary adjustments.

ORGANISATIONAL RISK ASSESSMENT

The finance report is a compliance requirement to keep stakeholders updated on financial management matters of the council.

BUDGET IMPLICATION

Budgetary implications will be reflected in the FY2024 budget review.

ISSUE/OPTIONS/CONSEQUENCES

The finance report is a compliance requirement to keep stakeholders updated on financial management matters of the council.

CONSULTATION & TIMING

<Enter Text Here>

ATTACHMENTS:

1. Council Report - October 2023 (1) [7.1.1 - 8 pages]
2. October 2023 P Os [7.1.2 - 14 pages]





BARKLY REGIONAL COUNCIL
ABN 32 171 281 456

Statement 1. Comparison of Actual Performance against Budget

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

Account	YTD Actuals \$	YTD Budget \$	YTD Variance \$	Annual Budget \$
Operating Income				
Rates	4,284,260.50	4,202,511.00	81,749.50	4,202,511.00
Charges	1,195,994.92	1,195,995.00	(0.08)	1,195,995.00
Fees and Charges	132,074.52	381,898.00	(249,823.48)	1,145,694.00
Operating Grants and Subsidies	6,796,621.88	7,800,186.67	(1,003,564.79)	23,400,560.00
Interest/Investment Income	19,807.31	28,313.33	(8,506.02)	84,940.00
Commercial and Other Income	411,378.65	276,726.67	134,651.98	830,180.00
Total Operating Income	12,840,137.78	13,885,630.67	(1,045,492.89)	30,859,880.00
Operating Expenditure				
Employee Expenses	4,970,581.07	5,445,616.67	475,035.60	16,336,850.00
Materials and Contracts	3,355,325.66	2,984,100.00	(371,225.66)	8,952,300.00
Elected Member Allowances	77,822.00	128,626.67	50,804.67	385,880.00
Elected Member Expenses	19,014.26	121,276.67	102,262.41	363,830.00
Council Committee & LA Allowances	9,163.12	37,116.67	27,953.55	111,350.00
Council Committee & LA Expenses	57,805.60	5,513.33	(52,292.27)	16,540.00
Depreciation, Amortisation and Impairment	1,106,172.87	1,106,176.67	3.80	3,318,530.00
Other Expenses	445.03	5,513.33	5,068.30	16,540.00
Total Operating Expenditure	9,596,329.61	9,833,940.00	(237,610.39)	29,501,820.00
Operating Surplus/Deficit	3,243,808.17	4,051,690.67	(807,882.50)	1,358,060.00



Table 1.2 Operating Position for the month of October 2023

	YTD Actuals \$	YTD Budget \$	YTD Variance \$	Annual Budget \$
BUDGETED OPERATING SURPLUS/DEFICIT	3,243,808.17	4,051,690.67	(807,882.50)	1,358,060.00
Remove NON-CASH ITEMS				
Less Non-Cash Income				
Add Back Non-Cash Expenses	1,106,172.87	1,106,176.67	3.80	3,318,530.00
TOTAL NON-CASH ITEMS	1,106,172.87	1,106,176.67	3.80	3,318,530.00
Less ADDITIONAL OUTFLOWS				
Capital Expenditure/Capital Works	257,298.04	166,666.67	(90,631.37)	500,000.00
Borrowing Repayments (Principal Only)				
Transfers to Reserves				
Other Outflows				
TOTAL ADDITIONAL OUTFLOWS	(257,298.04)	(166,666.67)	90,631.37	(500,000.00)
Add ADDITIONAL INFLOWS				
Capital Grants Income	0.00	0.00	0.00	0.00
Prior Year Carry Forward Tied Funding	0.00	0.00	0.00	1,124,371.00
Other Inflow of Funds				
Transfers from Reserves				
TOTAL ADDITIONAL INFLOWS	0.00	0.00	0.00	1,124,371.00
NET BUDGETED OPERATING POSITION	4,092,683.00	4,991,200.66	(717,247.33)	5,300,961.00



Statement 2. Capital Expenditure and Funding

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

CAPITAL EXPENDITURE	YTD Actuals \$	YTD Budget \$	YTD Variance \$	Annual Budget \$
Land and Buildings	88,696.83	88,696.83	0.00	88,696.83
Infrastructure (including roads, footpaths, park furniture)	0.00	0.00	0.00	0.00
Plant and Machinery	50,736.91	71,666.67	20,929.76	215,000.00
Fleet	117,864.30	95,000.00	(22,864.30)	285,000.00
Other Assets (including furniture and office equipment)	0.00	0.00	0.00	0.00
Other Leased Assets	0.00	0.00	0.00	0.00
TOTAL CAPITAL EXPENDITURE	257,298.04	255,363.50	1,934.54	588,696.83
TOTAL CAPITAL EXPENDITURE FUNDED BY				
Operating Income (amount allocated to fund capital items)	168,601.21	166,666.67	(1,934.54)	500,000.00
Capital Grants	0.00	0.00	0.00	0.00
Transfers from Cash Reserves	0.00	0.00	0.00	0.00
Borrowings	0.00	0.00	0.00	0.00
Sale of Assets (including trade-ins)	0.00	0.00	0.00	0.00
Other Funding (BBRF Funding for Tennant Creek Youth Centre)	88,696.83	88,696.83	0.00	88,696.83
TOTAL CAPITAL EXPENDITURE FUNDING	257,298.04	255,363.50	1,934.54	588,696.83

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

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



Table 3. Monthly Balance Sheet

BALANCE SHEET AS AT 31 OCTOBER 2023	YTD Actuals	Note Reference*
ASSETS		
Cash at Bank		(1)
Tied Funds	4,036,349.75	
Untied Funds	3,656,398.98	
Accounts Receivable		
Trade Debtors	582,347.18	(2)
Rates & Charges Debtors	3,933,137.76	
Other Current Assets	3,174,499.91	
TOTAL CURRENT ASSETS	15,382,733.58	
Non-Current Financial Assets		
Property, Plant and Equipment	62,296,000.00	
TOTAL NON-CURRENT ASSETS	62,296,000.00	
TOTAL ASSETS	77,678,733.58	
LIABILITIES		
Accounts Payable	270,140.97	(3)
ATO & Payroll Liabilities	143,093.87	(4)
Current Provisions	1,018,690.34	
Other Current Liabilities		
TOTAL CURRENT LIABILITIES	1,431,925.18	
Non-Current Provisions	417,031.21	
Other Non-Current Liabilities	0.00	
TOTAL NON-CURRENT LIABILITIES	417,031.21	
TOTAL LIABILITIES	1,848,956.39	
NET ASSETS	75,829,777.19	
EQUITY		
Reserves	46,649,845.15	
Accumulated Surplus	29,179,932.04	
TOTAL EQUITY	75,829,777.19	



Note 1. Details of Cash and Investment Held

As of 31st October 2023, the Council's cash and cash equivalent balances amounted to \$10.65m. A breakdown of the Council's cash and cash equivalent balances are as follows:

Cash in Hand and at Bank

Transaction Account - ANZ				\$3,814,581.40
Trust account - WBC				\$3,656,397.98
Transaction Account - WBC				\$221,568.35
Petty Cash				\$200.00
				<u>\$ 7,692,748.73</u>

\$3,171,028.61 Term Deposit matured on 14th October 2023, and was reinvested with Westpac at a 1.25% p.a. interest. The total amount held on term deposit as of 31st October 2023 was \$3,174,499.91

Cash Investments	Interest Rate	Maturity Date	Term Deposit Amount	Total Expected Interest
Term Deposit – WBC	1.25%	14/11/2023	\$3,174,499.91	\$3,471.30

Note 2. Statement of Trade Debtors

As of 31st October 2023, the Council's trade receivables balance was \$ 582,347.18. 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	\$ 101,424.28	\$ 65,069.95	\$ 8,638.08	\$ 22,432.20	\$ 384,782.67	\$ 582,347.18
Percentage	17.42%	11.17%	1.48%	3.85%	66.07%	100 %



Note 3. Statement on Trade Creditors

The Council's trade payables are \$ 270,140.97 as of 31st October, 2023. The Council typically settles its trade payables within 30 days. There are no trade payables that the Council considers as non-current, i.e., not payable within 12 months.

	Current	Past Due 1-30 Days	Past Due 31-60 Days	Past Due 61-90 Days	Past Due 90+ Days	Total
Trade Creditors	\$ 12,207.05	\$ 257,933.92	\$ 0.00	\$ 0.00	\$ 0.00	\$ 270,140.97
Percentage	4.52%	95.48%	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 October 2023, the Council has a receivable of \$105,514 as a GST refund and PAYG & other payroll liability of \$79,864.73

(b) Superannuation

In accordance with the superannuation legislation framework, employees receive defined superannuation contributions. Superannuation contributions are made to either the employee's choice of complying fund or the Council's default fund. The Council deposits 11% of an employee's ordinary time earnings into their chosen super account. Some Council employees have an additional superannuation contribution included in their agreed-upon compensation plan. Payments for superannuation are made on a weekly basis. As of 31st October 2023, Council has the super liability of amount \$63,229.14 In November 2023, the Council will remit this payment to superannuation funds.



Note 5: Provisions

Current Provision - LSL	\$ 192,660.97
Annual Leave (Staff) Provision	\$ 826,029.37
	\$ 1,018,690.34
Non-Current Provision - LSL	\$ 417,031.21
	\$ 417,031.21

Note 6: Equity

Equity	Amount in \$
Accumulated Surpluses	\$ 29,179,932.04
Asset Revaluation Reserves	\$ 46,649,845.15
Total Equity	\$ 75,829,777.19

Table 4. Member and CEO Council Credit Card Transactions as of 31st October 2023

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

For the month of October 2023 there was an aggregate spend of \$8,378.37

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



Key Indicators Year to Date:

Liquidity Test (Working Capital Ratio)	Amount
Current Assets:	\$15,382,733.58
Current Liabilities:	\$1,431,925.19
Current Liquidity Ratio:	10.74
Quick Asset Ratio:	5.37
2022 Liquidity Ratio:	4.8

Monthly Financial Report Certification:

Certification by the CEO to the Council

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

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

CEO Signed *Ian Bodill*

Date Signed 30.11.2023

Name	Gross amount	Currency	Contact	Status
Purchase Order BRC PO-1163 to A2Z Services	2728	AUD	A2Z Services	Approved
Purchase Order BRC PO-1119 to ABC Transport	2693.83	AUD	ABC Transport	Approved
Purchase Order BRC PO-1126 to Aherrenge Community Store Inc	357.48	AUD	Aherrenge Community Store Inc	Approved
Purchase Order BRC PO-1192 to Aherrenge Community Store Inc	200	AUD	Aherrenge Community Store Inc	Approved
Purchase Order BRC PO-1303 to Aherrenge Community Store Inc	250	AUD	Aherrenge Community Store Inc	Approved
Purchase Order BRC PO-1329 to Aherrenge Community Store Inc	250	AUD	Aherrenge Community Store Inc	Approved
Purchase Order BRC PO-1351 to Aherrenge Community Store Inc	200	AUD	Aherrenge Community Store Inc	Approved
Purchase Order BRC PO-1377 to Aherrenge Community Store Inc	200	AUD	Aherrenge Community Store Inc	Approved
Purchase Order BRC PO-1090 to Alice Hosetech Pty Ltd	1091.2	AUD	Alice Hosetech Pty Ltd	Approved
Purchase Order BRC PO-1035 to Alice Hosetech Pty Ltd	217.47	AUD	Alice Hosetech Pty Ltd	Approved
Purchase Order BRC PO-1052 to Alice Hosetech Pty Ltd	987.06	AUD	Alice Hosetech Pty Ltd	Cancelled
Purchase Order BRC PO-1081 to Alice Hosetech Pty Ltd	1146.45	AUD	Alice Hosetech Pty Ltd	Approved
Purchase Order BRC PO-1096 to Alice Hosetech Pty Ltd	500	AUD	Alice Hosetech Pty Ltd	Approved
Purchase Order BRC PO-1195 to Alice Hosetech Pty Ltd	500	AUD	Alice Hosetech Pty Ltd	Approved
Purchase Order BRC PO-1255 to Alice Hosetech Pty Ltd	2500	AUD	Alice Hosetech Pty Ltd	Approved
Purchase Order BRC PO-1168 to Alice Hospitality Supplies	1177	AUD	Alice Hospitality Supplies	Approved
Purchase Order BRC PO-1188 to Alice Hospitality Supplies	2095	AUD	Alice Hospitality Supplies	Approved
Purchase Order BRC PO-1070 to Alice Springs Gold T/A Mereenie H2O	375	AUD	Alice Springs Gold T/A Mereenie H2O	Approved
Purchase Order BRC PO-1404 to AREA SAFE PRODUCTS PTY LTD	19149.9	AUD	AREA SAFE PRODUCTS PTY LTD	Approved
Purchase Order BRC PO-1185 to Area9 Pty Ltd	19.36	AUD	Area9 Pty Ltd	Approved
Purchase Order BRC PO-1227 to Area9 Pty Ltd	10973.55	AUD	Area9 Pty Ltd	Approved
Purchase Order BRC PO-0762 to Arlparra Aboriginal Corporation	800	AUD	Arlparra Aboriginal Corporation	Approved
Purchase Order BRC PO-1118 to Arlparra Aboriginal Corporation	800	AUD	Arlparra Aboriginal Corporation	Approved
Purchase Order BRC PO-1259 to Arlparra Aboriginal Corporation	90	AUD	Arlparra Aboriginal Corporation	Approved
Purchase Order BRC PO-1342 to Arlparra Aboriginal Corporation	100	AUD	Arlparra Aboriginal Corporation	Approved
Purchase Order BRC PO-1368 to Arlparra Aboriginal Corporation	193.8	AUD	Arlparra Aboriginal Corporation	Approved
Purchase Order BRC PO-1375 to Arlparra Aboriginal Corporation	400	AUD	Arlparra Aboriginal Corporation	Approved
Purchase Order BRC PO-1402 to Arlparra Aboriginal Corporation	800	AUD	Arlparra Aboriginal Corporation	Approved
Purchase Order BRC PO-1059 to Asprint	847	AUD	Asprint	Approved
Purchase Order BRC PO-1462 to Australia Post Alpururulam	43.15	AUD	Australia Post Alpururulam	Approved
Purchase Order BRC PO-1079 to Australia Post Tennant Creek	57.7	AUD	Australia Post Tennant Creek	Approved
Purchase Order BRC PO-1048 to Barkly Hardware & Gas	146.25	AUD	Barkly Hardware & Gas	Approved

Purchase Order BRC PO-1211 to Barkly Hardware & Gas	370.45 AUD	Barkly Hardware & Gas	Approved
Purchase Order BRC PO-1049 to Barkly Hardware JV Pty Ltd	43.2 AUD	Barkly Hardware JV Pty Ltd	Approved
Purchase Order BRC PO-1098 to Barkly Hardware JV Pty Ltd	1513.22 AUD	Barkly Hardware JV Pty Ltd	Approved
Purchase Order BRC PO-1099 to Barkly Hardware JV Pty Ltd	1170.98 AUD	Barkly Hardware JV Pty Ltd	Approved
Purchase Order BRC PO-1108 to Barkly Hardware JV Pty Ltd	133.1 AUD	Barkly Hardware JV Pty Ltd	Approved
Purchase Order BRC PO-1128 to Barkly Hardware JV Pty Ltd	151.5 AUD	Barkly Hardware JV Pty Ltd	Approved
Purchase Order BRC PO-1186 to Barkly Hardware JV Pty Ltd	91.35 AUD	Barkly Hardware JV Pty Ltd	Approved
Purchase Order BRC PO-1232 to Barkly Hardware JV Pty Ltd	318.95 AUD	Barkly Hardware JV Pty Ltd	Approved
Purchase Order BRC PO-1294 to Barkly Hardware JV Pty Ltd	229.5 AUD	Barkly Hardware JV Pty Ltd	Approved
Purchase Order BRC PO-1365 to Barkly Hardware JV Pty Ltd	253.5 AUD	Barkly Hardware JV Pty Ltd	Approved
Purchase Order BRC PO-1395 to Barkly Hardware JV Pty Ltd	1499 AUD	Barkly Hardware JV Pty Ltd	Approved
Purchase Order BRC PO-1384 to Barkly Hardware JV Pty Ltd	198.25 AUD	Barkly Hardware JV Pty Ltd	Approved
Purchase Order BRC PO-1417 to Barkly Hardware JV Pty Ltd	29.95 AUD	Barkly Hardware JV Pty Ltd	Approved
Purchase Order BRC PO-1026 to Barkly Plumbing Services	2090.22 AUD	Barkly Plumbing Services	Approved
Purchase Order BRC PO-1024 to Barkly Plumbing Services	6085.76 AUD	Barkly Plumbing Services	Approved
Purchase Order BRC PO-1100 to Barkly Plumbing Services	275.19 AUD	Barkly Plumbing Services	Approved
Purchase Order BRC PO-1110 to Barkly Plumbing Services	423.16 AUD	Barkly Plumbing Services	Approved
Purchase Order BRC PO-1184 to Barkly Plumbing Services	5677.56 AUD	Barkly Plumbing Services	Approved
Purchase Order BRC PO-1230 to Barkly Plumbing Services	189.67 AUD	Barkly Plumbing Services	Approved
Purchase Order BRC PO-1260 to Barkly Plumbing Services	746.41 AUD	Barkly Plumbing Services	Approved
Purchase Order BRC PO-1334 to Barkly Plumbing Services	481.88 AUD	Barkly Plumbing Services	Approved
Purchase Order BRC PO-1473 to Barkly Plumbing Services	7422.5 AUD	Barkly Plumbing Services	Approved
Purchase Order BRC PO-1252 to Barkly Quality Butchers	250 AUD	Barkly Quality Butchers	Approved
Purchase Order BRC PO-1302 to Barkly Quality Butchers	400 AUD	Barkly Quality Butchers	Approved
Purchase Order BRC PO-1042 to Barkly Wholesales	545 AUD	Barkly Wholesales	Approved
Purchase Order to Barkly Wholesales	175 AUD	Barkly Wholesales	Cancelled
Purchase Order BRC PO-1277 to Barkly Wholesales	175 AUD	Barkly Wholesales	Approved
Purchase Order BRC PO-1350 to Barkly Wholesales	175 AUD	Barkly Wholesales	Approved
Purchase Order BRC PO-1391 to Barkly Wholesales	175 AUD	Barkly Wholesales	Approved
Purchase Order BRC PO-1023 to Bass Cattle Company Pty Ltd	1358.74 AUD	Bass Cattle Company Pty Ltd	Approved
Purchase Order BRC PO-1341 to Bass Cattle Company Pty Ltd	250 AUD	Bass Cattle Company Pty Ltd	Approved

Purchase Order BRC PO-1167 to Bay Leaf Cafe	168 AUD	Bay Leaf Cafe	Approved
Purchase Order to Bay Leaf Cafe	503 AUD	Bay Leaf Cafe	Cancelled
Purchase Order BRC PO-1194 to Bay Leaf Cafe	1246 AUD	Bay Leaf Cafe	Approved
Purchase Order BRC PO-1346 to Bay Leaf Cafe	633 AUD	Bay Leaf Cafe	Approved
Purchase Order to Bay Leaf Cafe	1168 AUD	Bay Leaf Cafe	Rejected
Purchase Order BRC PO-1381 to Bay Leaf Cafe	534 AUD	Bay Leaf Cafe	Approved
Purchase Order BRC PO-1131 to Benjamin Speare Sole Trader	1800 AUD	Benjamin Speare Sole Trader	Approved
Purchase Order BRC PO-1067 to BJ Trading & Hire	500 AUD	BJ Trading & Hire	Approved
Purchase Order BRC PO-1066 to BJ Trading & Hire	500 AUD	BJ Trading & Hire	Approved
Purchase Order BRC PO-1133 to Bluestone Motor Inn	6068 AUD	Bluestone Motor Inn	Approved
Purchase Order BRC PO-1222 to Bluestone Motor Inn	398 AUD	Bluestone Motor Inn	Approved
Purchase Order BRC PO-1398 to Bluestone Motor Inn	199 AUD	Bluestone Motor Inn	Approved
Purchase Order BRC PO-1089 to BOC Gases	2134.18 AUD	BOC Gases	Approved
Purchase Order BRC PO-1095 to BOC Gases	31.74 AUD	BOC Gases	Approved
Purchase Order BRC PO-1097 to BOC Gases	527.85 AUD	BOC Gases	Approved
Purchase Order BRC PO-1310 to BOC Gases	221.15 AUD	BOC Gases	Approved
Purchase Order BRC PO-1380 to BOC Gases	939.55 AUD	BOC Gases	Approved
Purchase Order BRC PO-1060 to BRICHE PTY LTD	578.63 AUD	BRICHE PTY LTD	Approved
Purchase Order BRC PO-1064 to BRICHE PTY LTD	500 AUD	BRICHE PTY LTD	Approved
Purchase Order BRC PO-1112 to BRICHE PTY LTD	600.23 AUD	BRICHE PTY LTD	Approved
Purchase Order BRC PO-1300 to BRICHE PTY LTD	128.91 AUD	BRICHE PTY LTD	Approved
Purchase Order BRC PO-1219 to Bunnings - Alice Springs	176 AUD	Bunnings - Alice Springs	Approved
Purchase Order BRC PO-1253 to Bunnings - Alice Springs	500 AUD	Bunnings - Alice Springs	Approved
Purchase Order BRC PO-1333 to Bunnings - Alice Springs	680.2 AUD	Bunnings - Alice Springs	Approved
Purchase Order BRC PO-1036 to Butterworth Brood Pty Ltd	5048 AUD	Butterworth Brood Pty Ltd	Approved
Purchase Order BRC PO-1369 to Butterworth Brood Pty Ltd	213.96 AUD	Butterworth Brood Pty Ltd	Approved
Purchase Order BRC PO-1392 to Butterworth Brood Pty Ltd	2396 AUD	Butterworth Brood Pty Ltd	Approved
Purchase Order BRC PO-1405 to Butterworth Brood Pty Ltd	12015 AUD	Butterworth Brood Pty Ltd	Approved
Purchase Order BRC PO-1034 to Canteen Creek Owairtilla Aboriginal Corporation	1000 AUD	Canteen Creek Owairtilla Aboriginal Corporation	Approved
Purchase Order BRC PO-1068 to Canteen Creek Owairtilla Aboriginal Corporation	2500 AUD	Canteen Creek Owairtilla Aboriginal Corporation	Approved
Purchase Order BRC PO-1058 to CDM Pools and Spas	3000 AUD	CDM Pools and Spas	Approved
Purchase Order BRC PO-1172 to CDM Pools and Spas	18194.03 AUD	CDM Pools and Spas	Approved
Purchase Order BRC PO-1197 to CDM Pools and Spas	690.51 AUD	CDM Pools and Spas	Approved
Purchase Order BRC PO-1030 to Central Desert Transport	555 AUD	Central Desert Transport	Approved
Purchase Order BRC PO-1177 to Central Desert Transport	262.2 AUD	Central Desert Transport	Approved
Purchase Order BRC PO-1206 to Central Desert Transport	593.95 AUD	Central Desert Transport	Approved

Purchase Order BRC PO-1307 to Central Desert Transport	1048.8 AUD	Central Desert Transport	Approved
Purchase Order BRC PO-1370 to Central Desert Transport	258 AUD	Central Desert Transport	Approved
Purchase Order BRC PO-1032 to Central Fruit & Vegetable Wholesalers	530.43 AUD	Central Fruit & Vegetable Wholesalers	Approved
Purchase Order BRC PO-1047 to Central Fruit & Vegetable Wholesalers	472.23 AUD	Central Fruit & Vegetable Wholesalers	Approved
Purchase Order BRC PO-1116 to Central Fruit & Vegetable Wholesalers	444.51 AUD	Central Fruit & Vegetable Wholesalers	Approved
Purchase Order BRC PO-1121 to Central Fruit & Vegetable Wholesalers	765.69 AUD	Central Fruit & Vegetable Wholesalers	Approved
Purchase Order BRC PO-1156 to Central Fruit & Vegetable Wholesalers	121.47 AUD	Central Fruit & Vegetable Wholesalers	Approved
Purchase Order BRC PO-1178 to Central Fruit & Vegetable Wholesalers	328.17 AUD	Central Fruit & Vegetable Wholesalers	Approved
Purchase Order BRC PO-1202 to Central Fruit & Vegetable Wholesalers	483.86 AUD	Central Fruit & Vegetable Wholesalers	Approved
Purchase Order BRC PO-1309 to Central Fruit & Vegetable Wholesalers	392.35 AUD	Central Fruit & Vegetable Wholesalers	Approved
Purchase Order BRC PO-1308 to Central Fruit & Vegetable Wholesalers	616.09 AUD	Central Fruit & Vegetable Wholesalers	Approved
Purchase Order BRC PO-1338 to Central Fruit & Vegetable Wholesalers	280.21 AUD	Central Fruit & Vegetable Wholesalers	Approved
Purchase Order BRC PO-1371 to Central Fruit & Vegetable Wholesalers	238.45 AUD	Central Fruit & Vegetable Wholesalers	Approved
Purchase Order BRC PO-1173 to Central Solaris Pty Ltd T/A Spectrim	1053.25 AUD	Central Solaris Pty Ltd T/A Spectrim	Approved
Purchase Order BRC PO-1176 to Cheeky Bum Nappies	708.8 AUD	Cheeky Bum Nappies	Approved
Purchase Order BRC PO-1175 to Cheeky Bum Nappies	200 AUD	Cheeky Bum Nappies	Approved
Purchase Order BRC PO-1039 to Cozzies Cleaning CO.	3500 AUD	Cozzies Cleaning CO.	Approved
Purchase Order BRC PO-1472 to Darwin Signs	711.26 AUD	Darwin Signs	Cancelled
Purchase Order BRC PO-1233 to Darwinsupa Pty Ltd t/a Harvey Norman AV/IT Darwin	4104 AUD	Darwinsupa Pty Ltd t/a Harvey Norman AV/IT Darwin	Approved
Purchase Order BRC PO-1293 to Davit Pty. Ltd. t/a Aquatune	437.9 AUD	Davit Pty. Ltd. t/a Aquatune	Approved
Purchase Order BRC PO-1226 to DERRICK'S CONTRACTING PTY LTD	23597.22 AUD	DERRICK'S CONTRACTING PTY LTD	Approved
Purchase Order BRC PO-1212 to DERRICK'S CONTRACTING PTY LTD	7865 AUD	DERRICK'S CONTRACTING PTY LTD	Approved
Purchase Order BRC PO-1225 to DERRICK'S CONTRACTING PTY LTD	11540.1 AUD	DERRICK'S CONTRACTING PTY LTD	Approved
Purchase Order BRC PO-1494 to DERRICK'S CONTRACTING PTY LTD	13992 AUD	DERRICK'S CONTRACTING PTY LTD	Approved
Purchase Order BRC PO-1464 to DERRICK'S CONTRACTING PTY LTD	9108 AUD	DERRICK'S CONTRACTING PTY LTD	Approved
Purchase Order BRC PO-1091 to Dexter Barnes	15956.38 AUD	Dexter Barnes	Approved
Purchase Order BRC PO-1104 to Dexter Barnes	594.8 AUD	Dexter Barnes	Approved
Purchase Order BRC PO-1124 to Dexter Barnes	9809.87 AUD	Dexter Barnes	Approved
Purchase Order BRC PO-1122 to Dexter Barnes	717 AUD	Dexter Barnes	Approved
Purchase Order BRC PO-1274 to Dexter Barnes	6500 AUD	Dexter Barnes	Approved
Purchase Order BRC PO-1322 to Dexter Barnes	326.55 AUD	Dexter Barnes	Approved
Purchase Order BRC PO-1426 to Dexter Barnes	727.65 AUD	Dexter Barnes	Approved
Purchase Order BRC PO-1422 to Dexter Barnes	1139.91 AUD	Dexter Barnes	Approved
Purchase Order BRC PO-1403 to Dexter Barnes	2850 AUD	Dexter Barnes	Approved
Purchase Order BRC PO-1399 to Dexter Barnes	2450 AUD	Dexter Barnes	Approved
Purchase Order BRC PO-1429 to Dexter Barnes	6210.45 AUD	Dexter Barnes	Approved
Purchase Order BRC PO-1430 to Dexter Barnes	5443.95 AUD	Dexter Barnes	Approved

Purchase Order BRC PO-1431 to Dexter Barnes	9790.8 AUD	Dexter Barnes	Approved
Purchase Order BRC PO-1408 to Dexter Barnes	391.44 AUD	Dexter Barnes	Approved
Purchase Order BRC PO-1425 to Dexter Barnes	722.4 AUD	Dexter Barnes	Approved
Purchase Order BRC PO-1424 to Dexter Barnes	493.71 AUD	Dexter Barnes	Approved
Purchase Order BRC PO-1423 to Dexter Barnes	1139.31 AUD	Dexter Barnes	Approved
Purchase Order BRC PO-1500 to Dynasdy Pty Ltd	8630.91 AUD	Dynasdy Pty Ltd	Approved
Purchase Order BRC PO-1427 to Electricron Contracting	2546.5 AUD	Electricron Contracting	Approved
Purchase Order to eMerge IT Solutions	2704 AUD	eMerge IT Solutions	Cancelled
Purchase Order BRC PO-1228 to eMerge IT Solutions	82.5 AUD	eMerge IT Solutions	Approved
Purchase Order BRC PO-1229 to eMerge IT Solutions	41.25 AUD	eMerge IT Solutions	Approved
Purchase Order BRC PO-1247 to eMerge IT Solutions	82.5 AUD	eMerge IT Solutions	Approved
Purchase Order BRC PO-1271 to eMerge IT Solutions	829 AUD	eMerge IT Solutions	Approved
Purchase Order BRC PO-1320 to eMerge IT Solutions	450.22 AUD	eMerge IT Solutions	Approved
Purchase Order BRC PO-1319 to eMerge IT Solutions	450.22 AUD	eMerge IT Solutions	Approved
Purchase Order BRC PO-1318 to eMerge IT Solutions	450.22 AUD	eMerge IT Solutions	Approved
Purchase Order BRC PO-1317 to eMerge IT Solutions	450.22 AUD	eMerge IT Solutions	Approved
Purchase Order BRC PO-1349 to eMerge IT Solutions	450.22 AUD	eMerge IT Solutions	Approved
Purchase Order BRC PO-1264 to Emperor Refrigeration Pty Ltd	6992.03 AUD	Emperor Refrigeration Pty Ltd	Approved
Purchase Order BRC PO-1265 to Emperor Refrigeration Pty Ltd	3162.21 AUD	Emperor Refrigeration Pty Ltd	Approved
Purchase Order BRC PO-1235 to Enterprise Electrics (NT) Pty Ltd	999 AUD	Enterprise Electrics (NT) Pty Ltd	Approved
Purchase Order BRC PO-1357 to F.M.A. Contracting PTY LTD	1270.52 AUD	F.M.A. Contracting PTY LTD	Approved
Purchase Order BRC PO-1038 to Fast Ass Couriers	1240.8 AUD	Fast Ass Couriers	Approved
Purchase Order BRC PO-1140 to Fast Ass Couriers	52.8 AUD	Fast Ass Couriers	Approved
Purchase Order BRC PO-1189 to Fast Ass Couriers	396 AUD	Fast Ass Couriers	Approved
Purchase Order BRC PO-1162 to Fast Ass Couriers	158.4 AUD	Fast Ass Couriers	Approved
Purchase Order BRC PO-1262 to Fast Ass Couriers	83.42 AUD	Fast Ass Couriers	Approved
Purchase Order BRC PO-1359 to Fast Ass Couriers	158.4 AUD	Fast Ass Couriers	Approved
Purchase Order BRC PO-1157 to Felicity Wardle – Sole Trader	600 AUD	Felicity Wardle – Sole Trader	Approved
Purchase Order BRC PO-1152 to Felton International Group Pty Ltd	799.7 AUD	Felton International Group Pty Ltd	Approved
Purchase Order BRC PO-1061 to Fluid Power NT Pty Ltd	500 AUD	Fluid Power NT Pty Ltd	Approved
Purchase Order to Fluid Power NT Pty Ltd	500 AUD	Fluid Power NT Pty Ltd	Cancelled
Purchase Order BRC PO-1421 to Forklift Solutions Pty Ltd	957.66 AUD	Forklift Solutions Pty Ltd	Approved
Purchase Order BRC PO-1138 to Fuji Xerox Business Centre NT	150.14 AUD	Fuji Xerox Business Centre NT	Approved
Purchase Order BRC PO-1278 to Fuji Xerox Business Centre NT	289.3 AUD	Fuji Xerox Business Centre NT	Approved

Purchase Order BRC PO-1281 to Fuji Xerox Business Centre NT	1094.3 AUD	Fuji Xerox Business Centre NT	Approved
Purchase Order BRC PO-1324 to FUJIFILM Business Innovation Australia Pty Ltd	9105.44 AUD	FUJIFILM Business Innovation Australia Pty Ltd	Approved
Purchase Order BRC PO-1239 to GD Murphy Veterinary Services Pty Ltd	9988.6 AUD	GD Murphy Veterinary Services Pty Ltd	Approved
Purchase Order BRC PO-1263 to GD Murphy Veterinary Services Pty Ltd	10961.13 AUD	GD Murphy Veterinary Services Pty Ltd	Approved
Purchase Order BRC PO-1153 to Gidgee Group Consulting and Partnerships Pty Ltd	15000 AUD	Gidgee Group Consulting and Partnerships Pty Ltd	Approved
Purchase Order BRC PO-1170 to GK Building Contractors Pty Ltd	9660 AUD	GK Building Contractors Pty Ltd	Approved
Purchase Order BRC PO-1164 to GK Building Contractors Pty Ltd	3179.7 AUD	GK Building Contractors Pty Ltd	Approved
Purchase Order BRC PO-1301 to GK Building Contractors Pty Ltd	3700 AUD	GK Building Contractors Pty Ltd	Approved
Purchase Order BRC PO-1410 to GK Building Contractors Pty Ltd	3290 AUD	GK Building Contractors Pty Ltd	Approved
Purchase Order BRC PO-1111 to Greyhound Australia Pty Ltd	27.73 AUD	Greyhound Australia Pty Ltd	Approved
Purchase Order BRC PO-1314 to Greyhound Australia Pty Ltd	81.23 AUD	Greyhound Australia Pty Ltd	Approved
Purchase Order BRC PO-1313 to Harbour Software	1237.5 AUD	Harbour Software	Approved
Purchase Order BRC PO-1082 to HART Sport	2384.8 AUD	HART Sport	Approved
Purchase Order BRC PO-1285 to HART Sport	349 AUD	HART Sport	Approved
Purchase Order BRC PO-1387 to HART Sport	637 AUD	HART Sport	Approved
Purchase Order BRC PO-1139 to Harvey Developments (NT) Pty Ltd	8367.79 AUD	Harvey Developments (NT) Pty Ltd	Approved
Purchase Order BRC PO-1134 to Harvey Developments (NT) Pty Ltd	33435.27 AUD	Harvey Developments (NT) Pty Ltd	Approved
Purchase Order BRC PO-1132 to Harvey Developments (NT) Pty Ltd	15909.52 AUD	Harvey Developments (NT) Pty Ltd	Approved
Purchase Order BRC PO-1241 to Harvey Developments (NT) Pty Ltd	25975.85 AUD	Harvey Developments (NT) Pty Ltd	Approved
Purchase Order BRC PO-1240 to Harvey Developments (NT) Pty Ltd	5049.21 AUD	Harvey Developments (NT) Pty Ltd	Approved
Purchase Order BRC PO-1305 to Harvey Developments (NT) Pty Ltd	33903.32 AUD	Harvey Developments (NT) Pty Ltd	Approved
Purchase Order BRC PO-1275 to Harvey Norman AV/IT Superstore MT Isa	11975 AUD	Harvey Norman AV/IT Superstore MT Isa	Approved
Purchase Order BRC PO-1150 to Harvey Norman-Alice Springs AVIT Pty Ltd (Comput&Electrical)	1460 AUD	Harvey Norman-Alice Springs AVIT Pty Ltd (Comput&Electrical)	Approved
Purchase Order BRC PO-1033 to Independent Grocers Alice Springs	1777.42 AUD	Independent Grocers Alice Springs	Approved
Purchase Order BRC PO-1045 to Independent Grocers Alice Springs	310.53 AUD	Independent Grocers Alice Springs	Approved
Purchase Order BRC PO-1117 to Independent Grocers Alice Springs	1129.62 AUD	Independent Grocers Alice Springs	Approved
Purchase Order BRC PO-1113 to Independent Grocers Alice Springs	1209.87 AUD	Independent Grocers Alice Springs	Approved
Purchase Order BRC PO-1155 to Independent Grocers Alice Springs	1070.3 AUD	Independent Grocers Alice Springs	Approved
Purchase Order BRC PO-1180 to Independent Grocers Alice Springs	517.72 AUD	Independent Grocers Alice Springs	Approved
Purchase Order BRC PO-1205 to Independent Grocers Alice Springs	2698.51 AUD	Independent Grocers Alice Springs	Approved
Purchase Order BRC PO-1326 to Independent Grocers Alice Springs	1876.12 AUD	Independent Grocers Alice Springs	Approved

Purchase Order BRC PO-1325 to Independent Grocers Alice Springs	2588.08 AUD	Independent Grocers Alice Springs	Approved
Purchase Order BRC PO-1339 to Independent Grocers Alice Springs	1327.55 AUD	Independent Grocers Alice Springs	Approved
Purchase Order BRC PO-1373 to Independent Grocers Alice Springs	463.72 AUD	Independent Grocers Alice Springs	Approved
Purchase Order BRC PO-1075 to Independent Grocers Darwin	638.29 AUD	Independent Grocers Darwin	Approved
Purchase Order BRC PO-1054 to Independent Grocers Darwin1	1034.59 AUD	Independent Grocers Darwin1	Approved
Purchase Order BRC PO-1198 to Independent Grocers Darwin1	1226.17 AUD	Independent Grocers Darwin1	Approved
Purchase Order BRC PO-1214 to Independent Grocers Darwin1	803.78 AUD	Independent Grocers Darwin1	Approved
Purchase Order BRC PO-1217 to Intersport Alice Springs	400 AUD	Intersport Alice Springs	Approved
Purchase Order BRC PO-1065 to Jacal Tint & Automotive	853.6 AUD	Jacal Tint & Automotive	Approved
Purchase Order BRC PO-1237 to Jacal Tint & Automotive	544 AUD	Jacal Tint & Automotive	Approved
Purchase Order BRC PO-1250 to Jacal Tint & Automotive	63.8 AUD	Jacal Tint & Automotive	Approved
Purchase Order BRC PO-1360 to Jacal Tint & Automotive	853.6 AUD	Jacal Tint & Automotive	Approved
Purchase Order BRC PO-1396 to Jacal Tint & Automotive	272.8 AUD	Jacal Tint & Automotive	Approved
Purchase Order BRC PO-1401 to Jacal Tint & Automotive	88 AUD	Jacal Tint & Automotive	Approved
Purchase Order BRC PO-1327 to Jalbu Service Pty Ltd	219.45 AUD	Jalbu Service Pty Ltd	Approved
Purchase Order BRC PO-1273 to JB HI-FI Group Pty Ltd	1145 AUD	JB HI-FI Group Pty Ltd	Approved
Purchase Order BRC PO-1316 to JB HI-FI Group Pty Ltd	9110.75 AUD	JB HI-FI Group Pty Ltd	Approved
Purchase Order BRC PO-1073 to Jones Meat Katherine	936.4 AUD	Jones Meat Katherine	Approved
Purchase Order BRC PO-1055 to Jones Meat Katherine	616.37 AUD	Jones Meat Katherine	Approved
Purchase Order BRC PO-1201 to Jones Meat Katherine	619 AUD	Jones Meat Katherine	Approved
Purchase Order BRC PO-1216 to Jones Meat Katherine	851.85 AUD	Jones Meat Katherine	Approved
Purchase Order BRC PO-1182 to Katherine Ag	1313.86 AUD	Katherine Ag	Approved
Purchase Order BRC PO-1074 to Katherine Fresh Fruit & Veg Market	250 AUD	Katherine Fresh Fruit & Veg Market	Approved
Purchase Order BRC PO-1056 to Katherine Fresh Fruit & Veg Market	317.3 AUD	Katherine Fresh Fruit & Veg Market	Approved
Purchase Order BRC PO-1199 to Katherine Fresh Fruit & Veg Market	311.55 AUD	Katherine Fresh Fruit & Veg Market	Approved
Purchase Order BRC PO-1213 to Katherine Fresh Fruit & Veg Market	250 AUD	Katherine Fresh Fruit & Veg Market	Approved
Purchase Order BRC PO-1269 to Kevin Rowland Auto Electrical	3615.95 AUD	Kevin Rowland Auto Electrical	Approved
Purchase Order BRC PO-1218 to Kmart Alice Springs	241 AUD	Kmart Alice Springs	Approved
Purchase Order BRC PO-1147 to Kurundi Station Pty Ltd	161.25 AUD	Kurundi Station Pty Ltd	Approved
Purchase Order BRC PO-1101 to Leading Edge Computers Tennant Creek	99.95 AUD	Leading Edge Computers Tennant Creek	Approved
Purchase Order BRC PO-1261 to Leba Talei Nacanieli Qalo	600 AUD	Leba Talei Nacanieli Qalo	Approved

Purchase Order BRC PO-1254 to Local Locksmiths NT	150 AUD	Local Locksmiths NT	Approved
Purchase Order BRC PO-1130 to Lombarde Builders Pty Ltd	28324.87 AUD	Lombarde Builders Pty Ltd	Approved
Purchase Order BRC PO-1037 to Mahuta Construction	2838 AUD	Mahuta Construction	Approved
Purchase Order BRC PO-1044 to Mahuta Construction	13926 AUD	Mahuta Construction	Approved
Purchase Order BRC PO-1231 to Mahuta Construction	3036 AUD	Mahuta Construction	Approved
Purchase Order BRC PO-1393 to Mahuta Construction	594 AUD	Mahuta Construction	Approved
Purchase Order BRC PO-1246 to Mastec Australia Pty Ltd ATF WRS Trust	5302 AUD	Mastec Australia Pty Ltd ATF WRS Trust	Approved
Purchase Order BRC PO-1145 to MaxiPARTS Operations	93.96 AUD	MaxiPARTS Operations	Approved
Purchase Order BRC PO-1493 to Maytronics Australia Pty Ltd	19085 AUD	Maytronics Australia Pty Ltd	Approved
Purchase Order BRC PO-1129 to Midland Caravan Park	37.5 AUD	Midland Caravan Park	Approved
Purchase Order BRC PO-1183 to Mike Nash Electric P/L	1221 AUD	Mike Nash Electric P/L	Approved
Purchase Order BRC PO-1031 to Milner Meat & Seafood	1591.91 AUD	Milner Meat & Seafood	Approved
Purchase Order BRC PO-1120 to Milner Meat & Seafood	966.16 AUD	Milner Meat & Seafood	Approved
Purchase Order BRC PO-1174 to Milner Meat & Seafood	209.85 AUD	Milner Meat & Seafood	Approved
Purchase Order BRC PO-1154 to Milner Meat & Seafood	126.53 AUD	Milner Meat & Seafood	Approved
Purchase Order BRC PO-1179 to Milner Meat & Seafood	491.35 AUD	Milner Meat & Seafood	Approved
Purchase Order BRC PO-1204 to Milner Meat & Seafood	892.25 AUD	Milner Meat & Seafood	Approved
Purchase Order BRC PO-1258 to Milner Meat & Seafood	1079.86 AUD	Milner Meat & Seafood	Approved
Purchase Order BRC PO-1312 to Milner Meat & Seafood	798.88 AUD	Milner Meat & Seafood	Approved
Purchase Order BRC PO-1311 to Milner Meat & Seafood	1379.91 AUD	Milner Meat & Seafood	Approved
Purchase Order BRC PO-1337 to Milner Meat & Seafood	339.08 AUD	Milner Meat & Seafood	Approved
Purchase Order BRC PO-1372 to Milner Meat & Seafood	469.92 AUD	Milner Meat & Seafood	Approved
Purchase Order BRC PO-1078 to Mirnirri Store	250.11 AUD	Mirnirri Store	Approved
Purchase Order BRC PO-1076 to Mirnirri Store	100 AUD	Mirnirri Store	Approved
Purchase Order BRC PO-1221 to Mirnirri Store	50 AUD	Mirnirri Store	Approved
Purchase Order BRC PO-1238 to Mirnirri Store	199.51 AUD	Mirnirri Store	Approved
Purchase Order BRC PO-1355 to Mirnirri Store	122.58 AUD	Mirnirri Store	Approved
Purchase Order BRC PO-1376 to Mirnirri Store	142.9 AUD	Mirnirri Store	Approved
Purchase Order BRC PO-1414 to Mirnirri Store	200 AUD	Mirnirri Store	Approved
Purchase Order BRC PO-1094 to Mogas Regional Pty Ltd t/a Ausfuel	6999.82 AUD	Mogas Regional Pty Ltd t/a Ausfuel	Approved
Purchase Order BRC PO-1072 to Neil Mansell Transport Pty Ltd	300 AUD	Neil Mansell Transport Pty Ltd	Approved
Purchase Order BRC PO-1053 to Neil Mansell Transport Pty Ltd	471.69 AUD	Neil Mansell Transport Pty Ltd	Approved
Purchase Order BRC PO-1125 to Neil Mansell Transport Pty Ltd	100 AUD	Neil Mansell Transport Pty Ltd	Approved
Purchase Order BRC PO-1200 to Neil Mansell Transport Pty Ltd	600 AUD	Neil Mansell Transport Pty Ltd	Approved

Purchase Order BRC PO-1215 to Neil Mansell Transport Pty Ltd	300 AUD	Neil Mansell Transport Pty Ltd	Approved
Purchase Order BRC PO-1208 to Neil Mansell Transport Pty Ltd	200 AUD	Neil Mansell Transport Pty Ltd	Approved
Purchase Order BRC PO-1288 to Neil Mansell Transport Pty Ltd	112.09 AUD	Neil Mansell Transport Pty Ltd	Approved
Purchase Order BRC PO-1298 to Neil Mansell Transport Pty Ltd	298.58 AUD	Neil Mansell Transport Pty Ltd	Approved
Purchase Order BRC PO-1289 to Neil Mansell Transport Pty Ltd	121.62 AUD	Neil Mansell Transport Pty Ltd	Approved
Purchase Order BRC PO-1299 to Neil Mansell Transport Pty Ltd	110.91 AUD	Neil Mansell Transport Pty Ltd	Approved
Purchase Order BRC PO-1290 to Neil Mansell Transport Pty Ltd	80.47 AUD	Neil Mansell Transport Pty Ltd	Approved
Purchase Order BRC PO-1367 to Neil Mansell Transport Pty Ltd	698.68 AUD	Neil Mansell Transport Pty Ltd	Approved
Purchase Order BRC PO-1397 to Neil Mansell Transport Pty Ltd	112.99 AUD	Neil Mansell Transport Pty Ltd	Approved
Purchase Order BRC PO-1412 to Neil Mansell Transport Pty Ltd	80.47 AUD	Neil Mansell Transport Pty Ltd	Approved
Purchase Order BRC PO-1280 to NGNY Hosting	15.4 AUD	NGNY Hosting	Approved
Purchase Order BRC PO-1062 to No Worries Gardening Service Nursery	500 AUD	No Worries Gardening Service Nursery	Approved
Purchase Order BRC PO-1135 to No Worries Gardening Service Nursery	484 AUD	No Worries Gardening Service Nursery	Approved
Purchase Order BRC PO-1210 to No Worries Gardening Service Nursery	600 AUD	No Worries Gardening Service Nursery	Approved
Purchase Order BRC PO-1256 to No Worries Gardening Service Nursery	169 AUD	No Worries Gardening Service Nursery	Approved
Purchase Order BRC PO-1331 to No Worries Gardening Service Nursery	47 AUD	No Worries Gardening Service Nursery	Approved
Purchase Order BRC PO-1386 to No Worries Gardening Service Nursery	565 AUD	No Worries Gardening Service Nursery	Approved
Purchase Order BRC PO-1207 to Northline	84.63 AUD	Northline	Approved
Purchase Order BRC PO-1137 to NT Water Filters	1469.6 AUD	NT Water Filters	Approved
Purchase Order BRC PO-1236 to NT Water Filters	1469.6 AUD	NT Water Filters	Approved
Purchase Order BRC PO-1071 to Officeworks Darwin	1822.19 AUD	Officeworks Darwin	Approved
Purchase Order BRC PO-1224 to Our Town & Country Office National	217.34 AUD	Our Town & Country Office National	Approved
Purchase Order BRC PO-1166 to Our Town & Country Office National	657.53 AUD	Our Town & Country Office National	Approved
Purchase Order BRC PO-1382 to Our Town & Country Office National	1071.26 AUD	Our Town & Country Office National	Approved
Purchase Order BRC PO-1394 to Our Town & Country Office National	1646.69 AUD	Our Town & Country Office National	Approved
Purchase Order BRC PO-1413 to Our Town & Country Office National	481.32 AUD	Our Town & Country Office National	Approved
Purchase Order BRC PO-1041 to Outback Caravan Park Tennant Creek	270 AUD	Outback Caravan Park Tennant Creek	Approved
Purchase Order BRC PO-1093 to Outback Caravan Park Tennant Creek	115 AUD	Outback Caravan Park Tennant Creek	Approved
Purchase Order BRC PO-1366 to Outback Caravan Park Tennant Creek	507 AUD	Outback Caravan Park Tennant Creek	Approved
Purchase Order BRC PO-1364 to Outback Caravan Park Tennant Creek	507 AUD	Outback Caravan Park Tennant Creek	Approved
Purchase Order BRC PO-1363 to Outback Caravan Park Tennant Creek	405 AUD	Outback Caravan Park Tennant Creek	Approved

Purchase Order BRC PO-1141 to Outback Outfitters	3449.05 AUD	Outback Outfitters	Approved
Purchase Order BRC PO-1114 to Outback Outfitters	998.8 AUD	Outback Outfitters	Approved
Purchase Order BRC PO-1148 to Outback Outfitters	739.2 AUD	Outback Outfitters	Approved
Purchase Order BRC PO-1149 to Outback Outfitters	386.1 AUD	Outback Outfitters	Approved
Purchase Order BRC PO-1203 to Outback Outfitters	374 AUD	Outback Outfitters	Approved
Purchase Order BRC PO-1276 to Outback Outfitters	1135.75 AUD	Outback Outfitters	Approved
Purchase Order BRC PO-1270 to Outback Outfitters	847 AUD	Outback Outfitters	Approved
Purchase Order BRC PO-1340 to Outback Outfitters	704.55 AUD	Outback Outfitters	Approved
Purchase Order BRC PO-1400 to Para Mobility Pty Ltd	34115 AUD	Para Mobility Pty Ltd	Approved
Purchase Order BRC PO-1088 to Peter Kittle Alice Springs	42.66 AUD	Peter Kittle Alice Springs	Approved
Purchase Order BRC PO-1242 to Peter Kittle Alice Springs	9948.05 AUD	Peter Kittle Alice Springs	Approved
Purchase Order BRC PO-1295 to Peter Kittle Alice Springs	359.12 AUD	Peter Kittle Alice Springs	Approved
Purchase Order BRC PO-1330 to Peter Kittle Alice Springs	653.46 AUD	Peter Kittle Alice Springs	Approved
Purchase Order BRC PO-1419 to Peter Kittle Alice Springs	4636.43 AUD	Peter Kittle Alice Springs	Approved
Purchase Order BRC PO-1415 to Peter Kittle Alice Springs	489.8 AUD	Peter Kittle Alice Springs	Approved
Purchase Order BRC PO-1282 to Phillips Earthmoving	1650 AUD	Phillips Earthmoving	Approved
Purchase Order BRC PO-1223 to Phoenix Constructions (NT) Pty Ltd	9856 AUD	Phoenix Constructions (NT) Pty Ltd	Approved
Purchase Order to Power & Water	768.28 AUD	Power & Water	Rejected
Purchase Order to Power & Water	288.11 AUD	Power & Water	Rejected
Purchase Order BRC PO-1332 to RDO Equipment Pty Ltd	316.69 AUD	RDO Equipment Pty Ltd	Approved
Purchase Order BRC PO-1142 to REPCO Alice Springs	941.6 AUD	REPCO Alice Springs	Approved
Purchase Order BRC PO-1161 to REPCO Alice Springs	264 AUD	REPCO Alice Springs	Approved
Purchase Order BRC PO-1187 to REPCO Alice Springs	474.21 AUD	REPCO Alice Springs	Approved
Purchase Order BRC PO-1196 to REPCO Alice Springs	229.82 AUD	REPCO Alice Springs	Approved
Purchase Order BRC PO-1267 to REPCO Alice Springs	2057.9 AUD	REPCO Alice Springs	Approved
Purchase Order BRC PO-1343 to REPCO Alice Springs	263.25 AUD	REPCO Alice Springs	Approved
Purchase Order BRC PO-1374 to REPCO Alice Springs	314.36 AUD	REPCO Alice Springs	Approved
Purchase Order BRC PO-1160 to REPCO Katherine	1777.6 AUD	REPCO Katherine	Approved
Purchase Order BRC PO-1234 to Ronin Security Technologies	2312.38 AUD	Ronin Security Technologies	Approved
Purchase Order BRC PO-1244 to Ronin Security Technologies	2449.26 AUD	Ronin Security Technologies	Approved
Purchase Order BRC PO-1243 to Ronin Security Technologies	2105.13 AUD	Ronin Security Technologies	Approved

Purchase Order BRC PO-1409 to Ronin Security Technologies	826.57 AUD	Ronin Security Technologies	Approved
Purchase Order BRC PO-1542 to Ronin Security Technologies	6136.67 AUD	Ronin Security Technologies	Approved
Purchase Order BRC PO-1361 to Ross Engineering Pty Ltd	907.5 AUD	Ross Engineering Pty Ltd	Approved
Purchase Order BRC PO-1171 to SA Tractors	496.74 AUD	SA Tractors	Approved
Purchase Order BRC PO-1379 to Safari Lodge Motel	760 AUD	Safari Lodge Motel	Approved
Purchase Order BRC PO-1428 to Safari Lodge Motel	1710 AUD	Safari Lodge Motel	Approved
Purchase Order BRC PO-1356 to Samara on Ambrose	3500 AUD	Samara on Ambrose	Approved
Purchase Order BRC PO-1109 to SBA Distributors Pty Ltd	755.85 AUD	SBA Distributors Pty Ltd	Approved
Purchase Order BRC PO-1706 to Seek Limited	357.5 AUD	Seek Limited	Approved
Purchase Order BRC PO-1704 to Seek Limited	390.5 AUD	Seek Limited	Approved
Purchase Order BRC PO-1703 to Seek Limited	401.5 AUD	Seek Limited	Approved
Purchase Order BRC PO-1702 to Seek Limited	357.5 AUD	Seek Limited	Approved
Purchase Order BRC PO-1266 to Springs Cleaning Supplies	65.73 AUD	Springs Cleaning Supplies	Approved
Purchase Order BRC PO-1057 to Springs Cleaning Supplies	1214.31 AUD	Springs Cleaning Supplies	Approved
Purchase Order BRC PO-1245 to Springs Cleaning Supplies	1711.83 AUD	Springs Cleaning Supplies	Approved
Purchase Order BRC PO-1354 to Springs Cleaning Supplies	2428.36 AUD	Springs Cleaning Supplies	Approved
Purchase Order BRC PO-1321 to St John Ambulance Australia (NT) Inc	2870 AUD	St John Ambulance Australia (NT) Inc	Approved
Purchase Order BRC PO-1388 to St John Ambulance Australia (NT) Inc	290.31 AUD	St John Ambulance Australia (NT) Inc	Approved
Purchase Order BRC PO-1123 to Stanes Transport NT Pty Ltd	693 AUD	Stanes Transport NT Pty Ltd	Approved
Purchase Order BRC PO-1158 to Stanes Transport NT Pty Ltd	832.1 AUD	Stanes Transport NT Pty Ltd	Approved
Purchase Order BRC PO-1336 to Stanes Transport NT Pty Ltd	610.17 AUD	Stanes Transport NT Pty Ltd	Approved
Purchase Order BRC PO-1358 to Swoocabe Pty Ltd	100 AUD	Swoocabe Pty Ltd	Approved
Purchase Order BRC PO-1406 to TeamViewer Germany GmbH	7484 AUD	TeamViewer Germany GmbH	Approved
Purchase Order BRC PO-1304 to Tennant and District Times	13200 AUD	Tennant and District Times	Approved
Purchase Order BRC PO-1046 to Tennant Creek Tyre Centre (Bridgestone)	375 AUD	Tennant Creek Tyre Centre (Bridgestone)	Approved
Purchase Order BRC PO-1063 to Tennant Creek Tyre Centre (Bridgestone)	500 AUD	Tennant Creek Tyre Centre (Bridgestone)	Approved
Purchase Order BRC PO-1069 to Tennant Creek Tyre Centre (Bridgestone)	1008 AUD	Tennant Creek Tyre Centre (Bridgestone)	Approved
Purchase Order BRC PO-1102 to Tennant Creek Tyre Centre (Bridgestone)	840 AUD	Tennant Creek Tyre Centre (Bridgestone)	Approved
Purchase Order BRC PO-1103 to Tennant Creek Tyre Centre (Bridgestone)	1360 AUD	Tennant Creek Tyre Centre (Bridgestone)	Approved
Purchase Order BRC PO-1144 to Tennant Creek Tyre Centre (Bridgestone)	730 AUD	Tennant Creek Tyre Centre (Bridgestone)	Approved
Purchase Order BRC PO-1151 to Tennant Creek Tyre Centre (Bridgestone)	112 AUD	Tennant Creek Tyre Centre (Bridgestone)	Approved
Purchase Order BRC PO-1181 to Tennant Creek Tyre Centre (Bridgestone)	500 AUD	Tennant Creek Tyre Centre (Bridgestone)	Approved
Purchase Order BRC PO-1209 to Tennant Creek Tyre Centre (Bridgestone)	210 AUD	Tennant Creek Tyre Centre (Bridgestone)	Approved

Purchase Order BRC PO-1249 to Tennant Creek Tyre Centre (Bridgestone)	1840 AUD	Tennant Creek Tyre Centre (Bridgestone)	Approved
Purchase Order BRC PO-1268 to Tennant Creek Tyre Centre (Bridgestone)	265 AUD	Tennant Creek Tyre Centre (Bridgestone)	Approved
Purchase Order BRC PO-1287 to Tennant Creek Tyre Centre (Bridgestone)	585 AUD	Tennant Creek Tyre Centre (Bridgestone)	Approved
Purchase Order BRC PO-1292 to Tennant Creek Tyre Centre (Bridgestone)	760 AUD	Tennant Creek Tyre Centre (Bridgestone)	Approved
Purchase Order BRC PO-1291 to Tennant Creek Tyre Centre (Bridgestone)	413 AUD	Tennant Creek Tyre Centre (Bridgestone)	Approved
Purchase Order BRC PO-1315 to Tennant Creek Tyre Centre (Bridgestone)	585 AUD	Tennant Creek Tyre Centre (Bridgestone)	Approved
Purchase Order BRC PO-1420 to Tennant Creek Tyre Centre (Bridgestone)	5050 AUD	Tennant Creek Tyre Centre (Bridgestone)	Approved
Purchase Order BRC PO-1418 to Tennant Creek Tyre Centre (Bridgestone)	5800 AUD	Tennant Creek Tyre Centre (Bridgestone)	Approved
Purchase Order BRC PO-1021 to Tennant Food Barn - IGA Tennant Creek	120.75 AUD	Tennant Food Barn - IGA Tennant Creek	Approved
Purchase Order BRC PO-1020 to Tennant Food Barn - IGA Tennant Creek	194.41 AUD	Tennant Food Barn - IGA Tennant Creek	Approved
Purchase Order BRC PO-1019 to Tennant Food Barn - IGA Tennant Creek	160.88 AUD	Tennant Food Barn - IGA Tennant Creek	Approved
Purchase Order BRC PO-1043 to Tennant Food Barn - IGA Tennant Creek	395.87 AUD	Tennant Food Barn - IGA Tennant Creek	Approved
Purchase Order BRC PO-1077 to Tennant Food Barn - IGA Tennant Creek	100 AUD	Tennant Food Barn - IGA Tennant Creek	Approved
Purchase Order BRC PO-1087 to Tennant Food Barn - IGA Tennant Creek	200 AUD	Tennant Food Barn - IGA Tennant Creek	Approved
Purchase Order BRC PO-1086 to Tennant Food Barn - IGA Tennant Creek	398.36 AUD	Tennant Food Barn - IGA Tennant Creek	Approved
Purchase Order BRC PO-1085 to Tennant Food Barn - IGA Tennant Creek	200 AUD	Tennant Food Barn - IGA Tennant Creek	Approved
Purchase Order BRC PO-1084 to Tennant Food Barn - IGA Tennant Creek	200 AUD	Tennant Food Barn - IGA Tennant Creek	Approved
Purchase Order BRC PO-1083 to Tennant Food Barn - IGA Tennant Creek	200 AUD	Tennant Food Barn - IGA Tennant Creek	Approved
Purchase Order BRC PO-1105 to Tennant Food Barn - IGA Tennant Creek	97.48 AUD	Tennant Food Barn - IGA Tennant Creek	Approved
Purchase Order BRC PO-1107 to Tennant Food Barn - IGA Tennant Creek	276.48 AUD	Tennant Food Barn - IGA Tennant Creek	Approved
Purchase Order BRC PO-1106 to Tennant Food Barn - IGA Tennant Creek	29.38 AUD	Tennant Food Barn - IGA Tennant Creek	Approved
Purchase Order BRC PO-1127 to Tennant Food Barn - IGA Tennant Creek	600 AUD	Tennant Food Barn - IGA Tennant Creek	Approved
Purchase Order BRC PO-1136 to Tennant Food Barn - IGA Tennant Creek	298.43 AUD	Tennant Food Barn - IGA Tennant Creek	Approved
Purchase Order BRC PO-1193 to Tennant Food Barn - IGA Tennant Creek	543.66 AUD	Tennant Food Barn - IGA Tennant Creek	Approved
Purchase Order BRC PO-1191 to Tennant Food Barn - IGA Tennant Creek	249.8 AUD	Tennant Food Barn - IGA Tennant Creek	Approved
Purchase Order BRC PO-1190 to Tennant Food Barn - IGA Tennant Creek	247.7 AUD	Tennant Food Barn - IGA Tennant Creek	Approved
Purchase Order BRC PO-1220 to Tennant Food Barn - IGA Tennant Creek	400 AUD	Tennant Food Barn - IGA Tennant Creek	Approved
Purchase Order BRC PO-1279 to Tennant Food Barn - IGA Tennant Creek	177.58 AUD	Tennant Food Barn - IGA Tennant Creek	Approved
Purchase Order BRC PO-1286 to Tennant Food Barn - IGA Tennant Creek	434.46 AUD	Tennant Food Barn - IGA Tennant Creek	Approved
Purchase Order BRC PO-1296 to Tennant Food Barn - IGA Tennant Creek	627.55 AUD	Tennant Food Barn - IGA Tennant Creek	Approved

Purchase Order BRC PO-1297 to Tennant Food Barn - IGA Tennant Creek	177.33 AUD	Tennant Food Barn - IGA Tennant Creek	Approved
Purchase Order BRC PO-1385 to Tennant Food Barn - IGA Tennant Creek	500.54 AUD	Tennant Food Barn - IGA Tennant Creek	Approved
Purchase Order BRC PO-1389 to Tennant Food Barn - IGA Tennant Creek	200.51 AUD	Tennant Food Barn - IGA Tennant Creek	Approved
Purchase Order BRC PO-1390 to Tennant Food Barn - IGA Tennant Creek	128.19 AUD	Tennant Food Barn - IGA Tennant Creek	Approved
Purchase Order BRC PO-1411 to Tennant Food Barn - IGA Tennant Creek	245.99 AUD	Tennant Food Barn - IGA Tennant Creek	Approved
Purchase Order BRC PO-1407 to Tennant Food Barn - IGA Tennant Creek	527.28 AUD	Tennant Food Barn - IGA Tennant Creek	Approved
Purchase Order BRC PO-1416 to Tennant Food Barn - IGA Tennant Creek	153.5 AUD	Tennant Food Barn - IGA Tennant Creek	Approved
Purchase Order BRC PO-1169 to Territory Pest Control	3604.25 AUD	Territory Pest Control	Approved
Purchase Order BRC PO-1143 to Territory Pest Control	5415.65 AUD	Territory Pest Control	Approved
Purchase Order BRC PO-1592 to Territory Pest Control	4485.24 AUD	Territory Pest Control	Approved
Purchase Order to Territory Pest Control	3879.95 AUD	Territory Pest Control	Rejected
Purchase Order BRC PO-1432 to Territory Technology Solutions	8750.5 AUD	Territory Technology Solutions	Approved
Purchase Order BRC PO-1051 to The Elliott Store	482.9 AUD	The Elliott Store	Approved
Purchase Order BRC PO-1092 to The Elliott Store	1007.4 AUD	The Elliott Store	Approved
Purchase Order BRC PO-1146 to The Elliott Store	250 AUD	The Elliott Store	Approved
Purchase Order BRC PO-1362 to The Personnel Risk Management Group P/L	48.4 AUD	The Personnel Risk Management Group P/L	Approved
Purchase Order BRC PO-1283 to The Trustee for Centralian Motors Unit Trust	406.67 AUD	The Trustee for Centralian Motors Unit Trust	Approved
Purchase Order BRC PO-1284 to The Trustee for Centralian Motors Unit Trust	661.13 AUD	The Trustee for Centralian Motors Unit Trust	Approved
Purchase Order BRC PO-1323 to The Trustee for The C.D.C.S Trading Trust	11154 AUD	The Trustee for The C.D.C.S Trading Trust	Approved
Purchase Order BRC PO-1025 to Tony Michael Watson	1200 AUD	Tony Michael Watson	Approved
Purchase Order BRC PO-1335 to Tony Michael Watson	1477.49 AUD	Tony Michael Watson	Approved
Purchase Order BRC PO-1345 to Tony Michael Watson	6497.22 AUD	Tony Michael Watson	Approved
Purchase Order BRC PO-1347 to Tony Michael Watson	600 AUD	Tony Michael Watson	Approved
Purchase Order BRC PO-1383 to Tony Michael Watson	300 AUD	Tony Michael Watson	Approved
Purchase Order BRC PO-1248 to Townsville Gearbox Reconditioning Pty Ltd	3600 AUD	Townsville Gearbox Reconditioning Pty Ltd	Approved
Purchase Order BRC PO-1050 to Treshna Enterprises Limited	1194 AUD	Treshna Enterprises Limited	Approved
Purchase Order BRC PO-1080 to Treshna Enterprises Limited	850 AUD	Treshna Enterprises Limited	Approved
Purchase Order BRC PO-1352 to Urapuntja Aboriginal Corporation	933.63 AUD	Urapuntja Aboriginal Corporation	Approved
Purchase Order BRC PO-1328 to Urapuntja Aboriginal Corporation	1500 AUD	Urapuntja Aboriginal Corporation	Approved
Purchase Order BRC PO-1378 to Urapuntja Aboriginal Corporation	2000 AUD	Urapuntja Aboriginal Corporation	Approved
Purchase Order BRC PO-1463 to Urban Bird Trust trading as Bird Control Australia	1095 AUD	Urban Bird Trust trading as Bird Control Australia	Approved

Purchase Order BRC PO-1348 to Valda Napurrula Shannon	1187.5 AUD	Valda Napurrula Shannon	Approved
Purchase Order BRC PO-1353 to Warrabri Bakery	67.5 AUD	Warrabri Bakery	Approved
Purchase Order BRC PO-0193 to Warde Alparayetye Aboriginal Corporation	60 AUD	Warde Alparayetye Aboriginal Corporation	Approved
Purchase Order BRC PO-0299 to Warde Alparayetye Aboriginal Corporation	2710.22 AUD	Warde Alparayetye Aboriginal Corporation	Approved
Purchase Order BRC PO-1115 to Warde Alparayetye Aboriginal Corporation	1037.11 AUD	Warde Alparayetye Aboriginal Corporation	Approved
Purchase Order BRC PO-1165 to Warde Alparayetye Aboriginal Corporation	146.5 AUD	Warde Alparayetye Aboriginal Corporation	Approved
Purchase Order BRC PO-1257 to Warde Alparayetye Aboriginal Corporation	50 AUD	Warde Alparayetye Aboriginal Corporation	Approved
Purchase Order BRC PO-1251 to Warde Alparayetye Aboriginal Corporation	165 AUD	Warde Alparayetye Aboriginal Corporation	Approved
Purchase Order BRC PO-1306 to Warde Alparayetye Aboriginal Corporation	1391.04 AUD	Warde Alparayetye Aboriginal Corporation	Approved
Purchase Order BRC PO-1028 to Wetenngerr Store	30.99 AUD	Wetenngerr Store	Approved
Purchase Order BRC PO-1027 to Wetenngerr Store	19 AUD	Wetenngerr Store	Approved
Purchase Order BRC PO-1159 to Wetenngerr Store	150.75 AUD	Wetenngerr Store	Approved
Purchase Order BRC PO-1272 to Wetenngerr Store	200 AUD	Wetenngerr Store	Approved
Purchase Order BRC PO-1344 to Wetenngerr Store	21.95 AUD	Wetenngerr Store	Approved
Purchase Order BRC PO-1434 to Wetenngerr Store	16.57 AUD	Wetenngerr Store	Approved
Purchase Order BRC PO-1433 to Wetenngerr Store	229.16 AUD	Wetenngerr Store	Approved
Purchase Order BRC PO-1029 to Wurth Australia Pty Ltd	667.1 AUD	Wurth Australia Pty Ltd	Approved
Purchase Order BRC PO-1471 to Wurth Australia Pty Ltd	4093.08 AUD	Wurth Australia Pty Ltd	Approved
	928127.36		

8 CORPORATE SERVICES DIRECTORATE REPORTS

Corporate Services Directorate Reports

8.1 Corporate Services

Reference <Enter Ref here>
Author Murray Davies (Director of Corporate Services)

RECOMMENDATION

That Council <receives and notes the Corporate Services summation report>

SUMMARY

<A number of items are furnished from Corporate this month, being dealt with separately. This report updates the Council on several other matters>

BACKGROUND

<The directorate of Corporate Services responds to, scopes and resources the whole of Council, providing advice and back-office services across organisation, as required.>

ORGANISATIONAL RISK ASSESSMENT

<n/a>

BUDGET IMPLICATION

<to be scoped & reviewed with Budget preparation>

ISSUE/OPTIONS/CONSEQUENCES

- <Corporate Services until recently was under-resourced and is currently on a recruiting campaign. Corporate's Human Resources team provides this across the whole organisation, ensuring that position descriptions are accurate, carries out the recruiting campaign and provides onboarding. Onboarding and staff retention matters are in the process of review.
- Staffing profile presented in separate matter. Recent appointments are Recruitment Officer (previously contracted) and Records Officer. Advertising for Receptionist/Admin Assistant, Senior HR officer and then Training & Development officer
- Our payroll system has been reviewed, by Corporate. With the move away from CouncilBiz payroll by January, we have engaged software providers, with the requirement for a hands-on manager of Payroll. We are in discussions to finalise this role
- ICT (Information and Communication Technology) reported in separate matter
- Along with Operations, Corporate became involved in the scoping and consultations with respect to Council owned land at Elliot – separate report and proposal
- Corporate seeks authority to investigate and review the Juno horse farm, 1020 hectares owned by Council, along Peko and Juno Rds. Has come to Corporate's attention that there



was a previous Expressions of Interest request, with one EOI awaiting response. Needs further scoping, investigation and consultation. Currently 250 hectares are under a lease to the Education Dept for 10 years, so any other EOI is with respect to part or whole of the balance

- Corporate is also assisting with several staffing issues, relating to current and previous staff, details of which are confidential>

CONSULTATION & TIMING

<15 minutes>

ATTACHMENTS:

Nil

Corporate Services Directorate Reports

8.2 ICT Report - October and November 2023

Reference <Enter Ref here>
Author Grant Hanson (ICT Officer)

RECOMMENDATION

That Council

- a) Receives and notes the report

SUMMARY

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

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



- Projects

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

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

- ICT Helpdesk
- Response to Councilors Questions
 - NIL

BACKGROUND

<Enter Text Here>

ORGANISATIONAL RISK ASSESSMENT

<Enter Text Here>

BUDGET IMPLICATION

<Enter Text Here>

ISSUE/OPTIONS/CONSEQUENCES

<Enter Text Here>

CONSULTATION & TIMING

<Enter Text Here>

ATTACHMENTS:

Nil

Corporate Services Directorate Reports

8.3 Barkly Regional Deal Local Community Projects Fund For Common Seal

Reference <Enter Ref here>
Author Susan Wright (Grants Manager)

RECOMMENDATION

That Council accepts the agreements and applies the common seal.

SUMMARY

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

Arlpwe Artists Aboriginal Corporation, ABN 53 051 816 864
 Purchase of New Toyota Coaster 22-seater bus for sporting, cultural and community events
 \$132,147.27 plus gst \$13,214.73

Owairtilla Aboriginal Corporation, ABN 70 468 800 756
 Purchase of a skid steer loader and excavator to be used for Community purposes – to maintain community infrastructure as per contractual obligations
 \$87,877.00 plus gst \$ 8787.70

North Australian Rural Management Pty Ltd (NARMCO), ABN 62 103 522 498
 Community Strategic Planning for four named communities (Burudu, Corella Creek, Likkaparta & Blue Bush)
 \$96,488.00 plus gst \$ 9680.80

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

BACKGROUND

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

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

ORGANISATIONAL RISK ASSESSMENT

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

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

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

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

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

BUDGET IMPLICATION

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

ISSUE/OPTIONS/CONSEQUENCES

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

Positive Outcomes/Consequences:

Community Development

Economic Impact

Improved Infrastructure

Strategic Planning

Negative Outcomes/Consequences:

Budgetary Strain

Mismanagement

Accountability Issues

Contractual Obligations

Impact Assessment

Long-Term Sustainability

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

CONSULTATION & TIMING

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

ATTACHMENTS:

1. BRDLCPF 2023 24 AAC01 [**8.3.1** - 10 pages]
 2. BRDLCPF 2023 24 CC02 [**8.3.2** - 10 pages]
 3. BRDLCPF 2023 24 NBAC01 [**8.3.3** - 10 pages]
- BRDLCPF – 2023/24 – NBAC01
BRDLCPF – 2023/24 – CC02
BRDLCPF – 2023/24 – AAAC01

ATTACHMENT B – GRANT AGREEMENT

Grant Agreement

Barkly Regional Deal - Barkly Local Community Projects Fund

Purchase of New Toyota Coaster 22-seater bus

BRDLCPF – 2023/24 – AAAC01

DETAILS

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

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

TERMS AND CONDITIONS

1. Interpretation and Definitions

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

2. Acknowledgments

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

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

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

7. **Capital and Minor Works**

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

7.2 You must:

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

7.3 You warrant that:

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

8. **Assets**

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

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

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

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

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

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

9. Acknowledgement of Grant

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

10. Records, Reporting, Acquittal and Audit

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

11. Withholding funding

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

12. Unspent, Misused or Unacquitted Grant

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

13. Conflict of Interest

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

14. Insurance

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

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

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

15. Risk & Indemnity

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

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

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

16. GST

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

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

- 16.3 The Grant Amount is GST exclusive.

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

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

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

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

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

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

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

17. Intellectual Property

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

18. Confidential Information and Privacy

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

19. Notices

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

20. Debt Due and Payable

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

21. Intervening Event

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

22. Disputes:

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

23. Termination

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

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

24. Barkly Regional Deal

24.1 The parties acknowledge and agree that:

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

25. General

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

EXECUTION PAGE

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

Executed as an Agreement.

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

.....
(Signature of Delegate)

Date: / / 20.....

.....
(Signature of Witness)

.....
(Name of Witness)

in the presence of

.....
(Print Name of Witness)

.....
(Signature of Witness)

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

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

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

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

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

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

Declaration and Final Acquittal Form

Section A: Project Details

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

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

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

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

Section B: Declaration

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

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

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

ATTACHMENT B – GRANT AGREEMENT

Grant Agreement

Barkly Regional Deal - Barkly Local Community Projects Fund

Purchase of skid steer loader and excavator

BRDLCPF – 2023/24 – CC02

DETAILS

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

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

TERMS AND CONDITIONS

1. Interpretation and Definitions

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

2. Acknowledgments

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

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

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

7. **Capital and Minor Works**

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

7.2 You must:

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

7.3 You warrant that:

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

8. **Assets**

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

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

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

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

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

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

9. Acknowledgement of Grant

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

10. Records, Reporting, Acquittal and Audit

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

11. Withholding funding

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

12. Unspent, Misused or Unacquitted Grant

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

13. Conflict of Interest

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

14. Insurance

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

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

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

15. Risk & Indemnity

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

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

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

16. GST

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

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

- 16.3 The Grant Amount is GST exclusive.

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

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

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

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

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

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

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

17. Intellectual Property

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

18. Confidential Information and Privacy

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

19. Notices

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

20. Debt Due and Payable

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

21. Intervening Event

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

22. Disputes:

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

23. Termination

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

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

24. Barkly Regional Deal

24.1 The parties acknowledge and agree that:

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

25. General

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

EXECUTION PAGE

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

Executed as an Agreement.

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

.....
(Signature of Delegate)

Date: / / 20.....

.....
(Signature of Witness)

.....
(Name of Witness)

in the presence of

.....
(Print Name of Witness)

.....
(Signature of Witness)

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

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

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

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

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

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

Declaration and Final Acquittal Form

Section A: Project Details

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

Recipient: Owairtilla Aboriginal Corporation, ABN 70 468 800 756

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

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

Section B: Declaration

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

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

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

ATTACHMENT B – GRANT AGREEMENT

Grant Agreement

Barkly Regional Deal - Barkly Local Community Projects Fund

Community Strategic Planning for four named communities

(Burudu, Corella Creek, Likkaparta & Blue Bush)

BRDLCPF – 2023/24 – NBAC01

DETAILS

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

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

TERMS AND CONDITIONS

1. Interpretation and Definitions

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

2. Acknowledgments

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

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

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

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

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

15. Risk & Indemnity

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

16. GST

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

17. Intellectual Property

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

18. Confidential Information and Privacy

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

19. Notices

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

20. Debt Due and Payable

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

21. Intervening Event

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

22. Disputes:

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

23. Termination

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

24. Barkly Regional Deal

- 24.1 The parties acknowledge and agree that:

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

25. General

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

EXECUTION PAGE

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

Executed as an Agreement.

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

.....
(Signature of Delegate)

Date: / / 20.....

.....
(Signature of Witness)

.....
(Name of Witness)

in the presence of

.....
(Print Name of Witness)

.....
(Signature of Witness)

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

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

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

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

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

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

Declaration and Final Acquittal Form

Section A: Project Details

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

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

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

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

Section B: Declaration

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

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

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

Corporate Services Directorate Reports

8.4 WARM funding project allocation

Author Susan Wright (Grants Manager)

RECOMMENDATION

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

SUMMARY

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

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

BACKGROUND

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

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

ORGANISATIONAL RISK ASSESSMENT

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

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

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

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

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



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

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

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

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

BUDGET IMPLICATION

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

ISSUE/OPTIONS/CONSEQUENCES

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

CONSULTATION & TIMING

All community Area Managers have been consulted.

ATTACHMENTS:

Nil

NA



Corporate Services Directorate Reports

8.5 Barkly Regional Council Community Benefit Fund

Reference <Enter Ref here>
Author Susan Wright (Grants Manager)

RECOMMENDATION

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

SUMMARY

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

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

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

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

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

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

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

BACKGROUND

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

The program provided financial assistance to:

- Support projects, activities or events of benefit to the Barkly Region;
- Initiate or develop services and resources to address the needs of particular community groups;



- Encourage public participation in community and cultural activities and build a greater sense of community and connectedness;
- Enrich the diversity of recreational, cultural, social and environmental opportunity to the residents of the Barkly Region.

ORGANISATIONAL RISK ASSESSMENT

1. Budgetary Risks:

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

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

2. Selection and Approval Risks:

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

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

3. Timing and Scheduling Risks:

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

4. Project Management and Reporting Risks:

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

5. Impact Assessment Risks:

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

6. Community Engagement and Inclusivity Risks:

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

BUDGET IMPLICATION

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

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

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

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

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

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

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

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

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

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

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

ISSUE/OPTIONS/CONSEQUENCES



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

Issues:

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

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

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

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

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

Options:

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

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

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

Consequences:

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

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

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

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

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

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



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

CONSULTATION & TIMING

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

ATTACHMENTS:

1. BRC community grant guidelines 21 22 [**8.5.1** - 5 pages]
2. Community Grants Application Form 2022 [**8.5.2** - 7 pages]



COMMUNITY GRANTS PROGRAM

GUIDELINES
2021/22



Overview

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

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

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

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

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



1. Statement of Purpose

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

2. Grant Program Objectives

The program provides financial assistance to:

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

3. Funding

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

4. Eligibility

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



5. Ineligible Applications

The following proposals will not be considered:

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

6. Assessment Criteria

Applications will be assessed using the following criteria:

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

7. Application and Assessment Procedure

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

8. Funding Requirements

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

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



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

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

9. Acknowledgement of Assistance

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

10. Acquittal

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

11. Submission of Applications

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

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



COMMUNITY GRANTS PROGRAM Grant Application Form

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

SECTION 1: APPLICANT INFORMATION

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



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



SECTION 2: PROJECT DETAILS

(a) Title of the Project

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

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

☐ YES ☐ NO

(c) Brief Description of the Project

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

Please attach supporting documentation if space is insufficient.



(d) Timing of the Project

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

(e) Beneficiaries of the Project

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

(f) Evaluation of the Project

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

(g) Partnerships

Are partnerships involved in this project?

☐ YES

☐ NO

If Yes, with whom?



SECTION 3: BUDGET DETAILS

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

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



Amount	\$
Date application outcome is expected	

SECTION 4: AGREEMENT AND DECLARATION

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

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

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

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

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

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

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

Barkly Regional Council
41 Peko Road
Tennant Creek NT 0860

PO Box 821
Tennant Creek NT 0861

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



PLEASE CHECK GUIDELINES FOR APPLICATION CLOSING PERIODS

Barkly Regional Council
41 Peko Road
Tennant Creek NT 0860

PO Box 821
Tennant Creek NT 0861

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

Corporate Services Directorate Reports

8.6 WARM Reporting 2022 2023

Reference <Enter Ref here>
Author Susan Wright (Grants Manager)

RECOMMENDATION

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

SUMMARY

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

ATTACHMENTS:

1. WaRM Acquittal Template 2022 23 [8.6.1 - 1 page]
WARM acquittal template 2022 23

Council Name

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

File Number:

Purpose of Grant: *Tip works across the region*

Waste Management Strategy attached:

☐ N/A ☐ Yes ☒ No

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

INCOME AND EXPENDITURE ACQUITTAL FOR THE PERIOD ENDING 30 JUNE 2023

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

Other income

Total income	<u>\$148,800.00</u>
--------------	---------------------

Expenditure (Specify accounts and attach copies of ledger entries, invoices, photos, Waste Management Strategy if applicable)

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

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

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

IS THE PROJECT COMPLETE: ☐ Yes ☒ No

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

Acquittal prepared by: Susan Wright 16 / 10 / 23

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

CEO or CFO: _____

DEPARTMENTAL USE ONLY

Grant amount correct: ☐ Yes ☐ No

Expenditure conforms to purpose: ☐ Yes ☐ No

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

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

Minutes checked: ☐ Yes ☐ No

Balance of funds to be acquitted: _____

Date next acquittal due: ____/____/____

ACQUITTAL ACCEPTED: ☐ Yes ☐ No

Acquittal checked by: _____

Celia Hill, Manager Grants Program

Corporate Services Directorate Reports

8.7 HR report

Reference <Enter Ref here>

Author {Emily Wells, HR Manager & Murray Davies, Director, Corporate Services}

RECOMMENDATION

That Council <receives the November Recruitment and Workforce Profile reports >

SUMMARY

<Attached are:

1, Recruitment Report of October 23

2, Workforce Profile Report

Of which our Aboriginal staff cohort is 68.2% of our total workforce.>

BACKGROUND

<Corporate Services is pleased to provide the most recent Recruitment and Workforce Profile reports, as attached>

ORGANISATIONAL RISK ASSESSMENT

<Addressing Council's current and future staffing requirements>

BUDGET IMPLICATION

<NA>

ISSUE/OPTIONS/CONSEQUENCES

<Recruitment remains tight, hiring of personnel with key skills is challenging in a tight employment environment, especially with encouraging highly skilled personnel to remote locations.

Issues: recruitment will remain tight into the near future, with Visa restrictions being introduced in Feb24, labour market will only tighten, due to employers being able to recruit overseas.

Pertinent matters to be discussed confidentially>

CONSULTATION & TIMING

<5 minutes>

ATTACHMENTS:

1. OCTOBER 2023 WORKFORCE PROFILE REPORT [8.7.1 - 1 page]

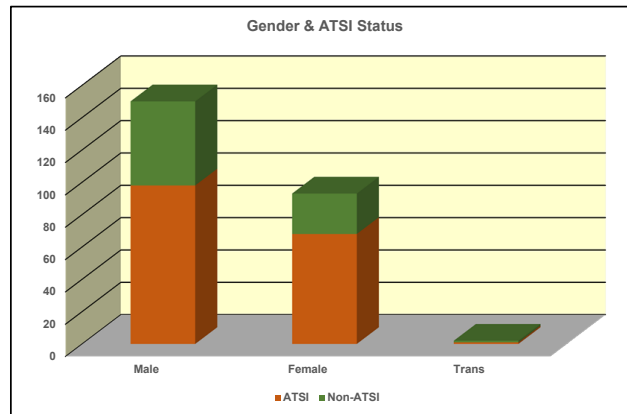
2. Recruitment Report - October 2023 [8.7.2 - 1 page]

OCTOBER 2023 WORKFORCE PROFILE REPORT

Fast Statistics

- Budgeted FTE is 186.80
- Actual FTE is 149.11
- Head Count 245 people
- 68.2% of our workforce are Indigenous
- Females make up 38.0% of our workforce
- 62.0% of our Workforce is employed in Communities

Figure 1 Females make up 38% of the workforce

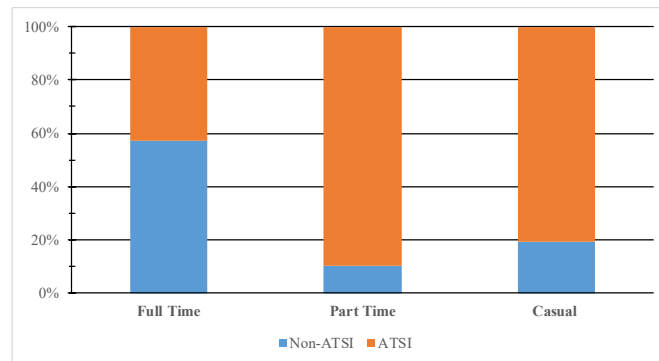


Employment Status

As per Figure 1, 39.6% of Council employees are employed on a full time basis, 24.0% are employed on a part time basis, and the remaining 36.4% are employed on a casual basis.

Figure 2 Employment Status by ATSI Status

STATUS	ATSI		Non-ATSI		TOTAL	
	Count	Percentage	Count	Percentage	Count	Percentage
Full Time	40	45.30%	53	54.70%	93	39.60%
Part Time	43	90.40%	5	9.60%	48	24.00%
Casual	84	70.90%	20	29.10%	104	36.40%
TOTAL	167	65.40%	78	34.60%	245	100.00%



Recruitment

In October 2023 thirty-two Letters of Appointments were released, and four critical position advertised. Attached with this report is the Recruitment Report for October 2023. Human Resources is developing a report to advise the Executive Leadership Team on the recruitment status for critical positions. It is anticipated that this report will be released weekly and presented at the Friday Executive Team Meeting.

Recruitment Report - October 2023

[illegible]

Comments to the report:

- 1 The number of positions advertised (4) are low due to Hayley being on leave and no replacement Recruitment Coordinator engaged.
2 The high number (64) of Letters of Appointment issued over September and October were due in large part to the success of the recruitment campaign conducted over August.
3 The high number of leavers (22) includes 13 inactive (>3 months) casuals being terminated from the Payroll System.

Notation: Council will stop advertising for vacant positions from COB 1 December 2023

Corporate Services Directorate Reports

8.8 Summer swimming

Reference <Enter Ref here>
Author Murray Davies (Director of Corporate Services)

RECOMMENDATION

{Proceed with DCMC proposed summer sports activities at Tennant Creek pool & TCYC}

< That Council receives, notes and implements this report:

- Accepts & executes, including application of the Common Seal, to the NTG grant agreement
- Manage and implement the spirit and conditions of the agreement
- Execute and affix the Common Seal to the grant agreement>

SUMMARY

< Proposal to operate the TC swimming pool, & if feasible Elliott & Ali Curang water parks across the summer school vacation, including free admittance and provision of breakfast and lunch service.>

BACKGROUND

<The Chief Ministers office reached out to BRC regarding operating the pool throughout the summer school vacation, which also includes providing a healthy breakfast and lunch. Pool admittance would be free for children, youth and accompanying family members, subsidised by DCMC. Funding is available, including covering meals, to be provided by Papulu Apparii-kari Aboriginal Corporation (Papak).>

ORGANISATIONAL RISK ASSESSMENT

<The delivery of this service is dependent upon:

- BRC having sufficient qualified, trained staff available and rostered to cover these additional hours
- The program is subsidised by DCMC, up to \$250,000, with up to \$50,000 identified for catering; the program potentially could exceed budget
- As BRC does not possess food handling licenses, food service dependent upon external organisation>

BUDGET IMPLICATION

- <\$250,000 allocation from DCMC – BRC to complete grant application of which \$50,000 is assigned for food service
- Staff costing to be confirmed by Operations and Remote Communities Directorate>

ISSUE/OPTIONS/CONSEQUENCES

- <increased service delivery hours – seven days other than Christmas day (agreed exclusion); actual opening hours to be reviewed after this approval & copy submitted to DCMC

- BRC's ability to deliver proposed operating hours
- Potential of budget overrun>

CONSULTATION & TIMING

<10-15 minutes>

ATTACHMENTS:

1. DRAFT - Grant agreement - free pool entry [**8.8.1** - 2 pages]
2. Attachment A Agreed opening hours [**8.8.2** - 2 pages]
3. RE Barkly summer holiday arrangements - food and drink [**8.8.3** - 3 pages]
4. Regional Summer Program Grant 2023 2024 BRC [**8.8.4** - 10 pages]

From: Lachlan Wilkins
Sent: Wed, 29 Nov 2023 04:27:06 +0000
To: Murray Davies
Cc: Lachlan Wilkins; Peter Burnheim
Subject: DRAFT - Grant agreement - free pool entry
Attachments: Attachment A - Agreed opening hours.xlsx, Regional Summer Program Grant 2023-2024 - BRC.docx, RE: Barkly summer holiday arrangements - food and drink
Importance: High

You don't often get email from lachlan.wilkins@nt.gov.au. [Learn why this is important](#)

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

Hi Murray

Thanks for your time yesterday

As discussed, pls find attached draft grant agreement for your review. I've kept it deliberately broad to enable BRC to use the investment as necessary to deliver the outcome for community; including communities outside TC if necessary.

Further our discussion, can you please input the opening hours over the period into Attachment A and return to me for review, noting we would like to see the pool open across the day including AM hours – noting also intention to provide breakfast and lunch. Happy to discuss / negotiate.

Regarding PAK doing the meals – I've written it such that BRC will receive the full \$250k, but PAK can request reimbursement for food / drink of up to \$50k (per attached email). We'll need to ensure BRC & PAK are comfortable with the arrangement and able to work together to deliver the meals (logistics/admin/access etc). Again, happy to negotiate.

Thanks

Lachlan

Lachlan Wilkins
Regional Executive Director - Barkly
Regional Network Group
Department of the Chief Minister and Cabinet
Northern Territory Government

For scheduling meetings or phone calls please contact:

Michelle Heinen
Executive Assistant to Lachlan Wilkins

08 8962 4504
Michelle.Heinen@nt.gov.au
Barkly Business Hub

1st Floor – Cnr Haddock St & Peko Rd

**THE
TERRITORY**
BOUNDLESS POSSIBLE
boundlesspossible.com.au



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Week 1	Hours of operation	Hours
Saturday, December 16, 2023	XXAM TO XXPM	
Sunday, December 17, 2023		
Monday, December 18, 2023		
Tuesday, December 19, 2023		
Wednesday, December 20, 2023		
Thursday, December 21, 2023		
Friday, December 22, 2023		
Saturday, December 23, 2023		

Week 2	Hours of operation	Hours
Sunday, December 24, 2023	CLOSED CLOSED	
Monday, December 25, 2023		
Tuesday, December 26, 2023		
Wednesday, December 27, 2023		
Thursday, December 28, 2023		
Friday, December 29, 2023		
Saturday, December 30, 2023		

Week 3	Hours of operation	Hours
Sunday, December 31, 2023		
Monday, January 1, 2024		
Tuesday, January 2, 2024		
Wednesday, January 3, 2024		
Thursday, January 4, 2024		
Friday, January 5, 2024		
Saturday, January 6, 2024		

Week 4	Hours of operation	Hours
Sunday, January 7, 2024		
Monday, January 8, 2024		
Tuesday, January 9, 2024		
Wednesday, January 10, 2024		
Thursday, January 11, 2024		
Friday, January 12, 2024		
Saturday, January 13, 2024		

Week 5	Hours of operation	Hours
Sunday, January 14, 2024		
Monday, January 15, 2024		
Tuesday, January 16, 2024		
Wednesday, January 17, 2024		
Thursday, January 18, 2024		
Friday, January 19, 2024		
Saturday, January 20, 2024		

Week 6	Hours of operation	Hours
Sunday, January 21, 2024		
Monday, January 22, 2024		
Tuesday, January 23, 2024		
Wednesday, January 24, 2024		
Thursday, January 25, 2024		
Friday, January 26, 2024		
Saturday, January 27, 2024		
Sunday, January 28, 2024		

From: Karan Hayward
Sent: Fri, 17 Nov 2023 02:24:13 +0000
To: Lachlan Wilkins
Cc: Anita Mayers
Subject: RE: Barkly summer holiday arrangements - food and drink

CAUTION: This email originated from outside of the organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Thanks

Regards

Ms Karan J Hayward MAICD
Chief Executive Officer
Papulu Apparr-kari
Aboriginal Corporation
17 Windley Street
TENNANT CREEK NT 0860
Ph: 08 89623270
Fax: 08 89621380
Mobile: 0408621382
Webpage: www.papak.com.au
Email: khayward@papak.com.au
Facebook: Papulu Apparr-kari Aboriginal Corporation



"Leaving Language Footprints Across the Barkly Region."

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From: Lachlan Wilkins <Lachlan.Wilkins@nt.gov.au>
Sent: Friday, November 17, 2023 11:52 AM
To: Karan Hayward <khayward@papak.com.au>
Subject: Barkly summer holiday arrangements - food and drink

Hi Karen, Anita

Really appreciate your time this morning. Below I've captured our discussion and next steps – **grateful if you can confirm you're ok with the below before I inform the Minister's Office (by ~1300 if possible please).**

Activity & location:

1. **Provide healthy breakfast & lunch for youth and family members accompanying youth at either the Tennant Creek Pool or the Tennant Creek Youth Centre**
 - **Sat 16 Dec to Sun 28 Jan – including all public holidays**
2. **Provide evening meal / food for family movie night**
 - **NYE & location TBC**

Just for your awareness, we are separately working with BRC to support free entry over the period too.

Period:

- Activity 1 - Sat 16 Dec to Sun 28 Jan – including all public holidays
- Activity 2 - NYE

Agreement:

Staffing / Staff costs:

- **Language Centre will provide staff and cover staff costs for the activity for the period from existing budget**
 - **Language Centre will be responsible for managing staff & ensuring staff deliver the activities**
- Volunteers – CMC will coordinate calls for community volunteers to support Language Centre Staff
- I'll also seek support from the other major corps for the period at next Tue's leadership meeting.

Food costs:

- **NTG will cover food and drink costs for the period as follows:**
 - **Up to \$50 000:** (~\$15/person x 75-100 ppl x 44 days)
 - **As we discussed** – with food prep on site (e.g. bacon & eggs; fruit, sandwiches/burgers), this should be plenty.
 - You also mentioned you may have some food and or \$ you may be able to contribute as required

Admin/Logistics/other issues:

- CMC will support Language Centre to develop a daily roster and contact details for rostered volunteers
- Payment/grant arrangement: TBC (let's discuss)
- CMC will support negotiations with BRC & other providers delivering activities during the period

Communication:

- Once finalised, CMC will work with language Centre & other stakeholders (inc BRC) to release public communication about the event and ensure Language Centre and others support is recognised.

Thanks again,

Lachlan

Lachlan Wilkins

Regional Executive Director - Barkly
Regional Network Group
Department of the Chief Minister and Cabinet
Northern Territory Government

For scheduling meetings or phone calls please contact:

Michelle Heinen
Executive Assistant to Lachlan Wilkins
08 8962 4504
Michelle.Heinen@nt.gov.au
Barkly Business Hub

1st Floor – Cnr Haddock St & Peko Rd

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Northern Territory of Australia

Short Form Grant Agreement Regional Summer Program

DETAILS

Grant Activity	School Holiday Free Pool Entry		
Us, We, Our (the Territory)	Northern Territory of Australia, care of its agency Department of The Chief Minister and Cabinet		
Our Contact Details	Contact name	Lachlan Wilkins	
	Contact person position	Regional Executive Director – Barkly	
	Postal Address	Department of The Chief Minister and Cabinet PO Box 296, Tennant Creek, NT 0861	
	Telephone	08 8962 4504	
	Email	Lachlan.wilkins@nt.gov.au	
You, Your (the Recipient)	Barkly Regional Council ABN: 32171281456		
Your Contact Details	Contact name	xx	
	Postal Address	xx	
	Telephone	xx	
	Email	xx	
Grant Purpose	Purpose of the Grant Activity: <ul style="list-style-type: none"> Free pool entry and two meals daily during the six weeks 2023/2024 school holidays, dates and times are outlined in Attachment A. As agreed, BRC staff will assist Papulu Apparr-kari Aboriginal Corporation (PAK) staff preparing meals as appropriate. Changes to the delivery of the program are to be done in consultation with the Program manager listed above or Peter Burnheim, Senior Project Manager Barkly, +61 476 579 796 		
Grant	Grant Amount exclusive of GST		
	\$250,000		
Payment Requirements	The Grant will be paid in accordance with the following table, provided that you are compliant with this Agreement.		
	Pmt No.	Anticipated Date	Payment Amount (excl GST)

	1.	Upon signing by both parties	\$250 000		
Reporting Requirements	Requirement	From	To	Due Date	
	Not applicable				
Acquittal Requirements	Requirement	From	To	Due Date	
	Final acquittal form	16 December 2023	28 January 2024	30 March 2024	
Grant Period	Saturday 16 December 2023 to Sunday 28 January 2024				
Special Conditions:	Nil				

TERMS AND CONDITIONS

1. Interpretation and Definitions

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

2. Acknowledgments

- 2.1 You acknowledge:
 - (a) and agree that this Agreement is, and is intended to be, legally binding;
 - (b) your failure to comply with this Agreement may be taken into consideration in any future grant applications and may result in you being excluded from consideration for subsequent or other funding;
 - (c) where you have an Australian Business Number (ABN), details of this grant may be provided by us to the Australian Taxation Office;
 - (d) and agree we may do anything in connection with this Agreement that may be required for compliance with our public accountability responsibilities, including legislative obligations under privacy and freedom of information laws and the *Independent Commissioner Against Corruption Act 2017* (NT) (“**ICAC Act**”); and
 - (e) you are a “public body” for the purposes of the ICAC Act with respect to the Grant and you are subject to mandatory obligations under that Act to report suspected improper conduct.

3. Special Conditions and Additional Conditions

- 3.1 You must comply with the Special Conditions (if any) and the Additional Conditions to the extent they have application to you or the Grant Activity.
- 3.2 To the extent of any inconsistency between the documents or parts comprising this Agreement, then the following order of precedence will apply:
 - (a) the Special Conditions;
 - (b) the Additional Conditions;
 - (c) these terms and conditions;
 - (d) the Details; and
 - (e) any other document incorporated by reference.

4. Grant of funding

- 4.1 We agree to pay you the Grant subject to the terms and conditions set out in this Agreement.
- 4.2 You must provide us with your Organisation’s bank account details and issue a tax invoice (or alternatively we may issue a recipient created tax invoice and you must not issue a tax invoice) before we are obliged to pay any amount under this Agreement.
- 4.3 The Grant must be held only in an account in your name at a bank, credit union or building society that is registered in Australia.

5. Use of the Grant

- 5.1 You must use the Grant (including any interest earned on the Grant) within the Grant Period (or such other period as is agreed to be us in writing) for the Grant Purpose and for no other purpose (unless and until a variation is approved by us in writing).
- 5.2 During the Grant Period, you may request a variation of the Grant Purpose, which request must be in writing, providing reasons for the proposed change and (if applicable) providing a budget for the varied purpose. Approval will be at our discretion and must be in writing.

6. Conduct of the Grant Activity

- 6.1 You must:
 - (a) carry out the Grant Purpose, including all tasks, activities, any project plan, budget and/or performance measures, and in a manner that meets the objectives;

- (b) carry out the Grant Activity diligently, effectively, in a professional manner to accepted industry standards, in accordance with this Agreement and consistent with the representations made in your grant application/proposal;
 - (c) adequately resource the Grant Activity with appropriately qualified, competent, experienced and skilled personnel;
 - (d) promptly comply with all of our reasonable requests or directions in respect of the Grant Activity;
 - (e) if required by us, keep us fully informed as to the progress of the Grant Activity and the expenditure of the Grant; and
 - (f) promptly advise us in writing of any relevant matters which might affect your ability to deliver or complete the Grant Activity or to meet any of your obligations under this Agreement.
- 7. Acknowledgement of Grant**
- 7.1 You agree to acknowledge our contribution to the Grant Activity in all promotional, advertising or other publications (such as annual reports, newsletters, websites) by using our “Proudly supported by” logo.
 - 7.2 We will provide you with the current version of the logo.
 - 7.3 The logo must be reproduced only in the format provided and of equal size and prominence to your logo.
 - 7.4 We reserve the right to limit and withdraw the use of our name and logo by you.
- 8. Records, Reporting, Acquittal and Audit**
- 8.1 You must keep accurate financial records relating to the Grant so that at all times the use of the Grant is identifiable, ascertainable and substantiated.
 - 8.2 You must comply with all Reporting Requirements and Acquittal Requirements by the specified Due Dates.
 - 8.3 You authorise us to inspect and audit all of your records in connection with this Agreement and you agree to fully cooperate with us in that regard.
 - 8.4 You authorise us to publish or otherwise report on the outcome of the Grant Activity.
- 9. Withholding funding**
- 9.1 If in our reasonable opinion you have not complied with this Agreement in any material way we may, by notifying you in writing, withhold payment of all or any part of the Grant.
- 10. Unspent, Misused or Unacquitted Grant**
- 10.1 If the Grant, or part of it, is not spent on the earlier of:
 - (a) the end of the Grant Period (and we have not agreed a variation); or
 - (b) termination of this Agreement,
 you must promptly return that part of the Grant that has not been spent to us.
 - 10.2 If at any time we form the reasonable opinion that the Grant, or a part of it, has not been used in accordance with this Agreement or has not been acquitted by you to our reasonable satisfaction, then you must repay the Grant, or any part of it, as we require in any written notice we give you.
- 11. Conflict of Interest**
- 11.1 For the purpose of this Agreement, “Conflict” means any matter, circumstance, interest, activity or other matter in connection with you, or your officers, employees, subcontractors, agents, advisors, volunteers and other personnel and their related entities, such as parent or subsidiary companies, directors, managers or other persons in a position of influence and their close relatives, which may or may reasonably be perceived to impair you or your personnel’s ability to carry out any responsibilities or obligations under this Agreement diligently, independently and impartially.
 - 11.2 You warrant that, at the date of signing this Agreement, to the best of your knowledge no Conflict exists or is likely to arise in connection with this Agreement.
 - 11.3 If during the performance of this Agreement you become aware of a Conflict, you must immediately notify us and the steps you propose to take to resolve or deal with the Conflict. We may suspend your delivery of the Grant Activity and your use of the Grant until such time as the Conflict is resolved to our satisfaction.
- 12. Insurance**
- 12.1 You must hold and maintain insurance policies in amounts sufficient to insure for your risks and liabilities in connection with this Agreement (such as public liability, accident or injury to your volunteers and employees,

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

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

13. Risk & Indemnity

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

14. GST

- 14.1 Any term used in this clause that is referred to in *A New Tax System (Goods and Services Tax) Act 1999* (Cwth) will have the meaning which it has in that Act.
- 14.2 You must pay all taxes, duties and government charges imposed or levied in connection with the performance of this Agreement, except as provided by this clause.
- 14.3 The Grant Amount is GST exclusive.
- 14.4 If you are not registered for GST, you warrant that you are not required to be registered for GST, and you must not charge GST.
- 14.5 If you are registered for GST or are required to be registered for GST and the Grant Amount is being provided in return for a Taxable Supply, we will pay you the GST Amount on provision of a tax invoice by you or a recipient created tax invoice ("RCTI") by us.
- 14.6 The parties acknowledge and agree that, prior to the Supplier (you) providing the Recipient (us) with a tax invoice for a supply as described in clause 14.5, we may (at our discretion) issue you with a RCTI and/or adjustment note in respect of the supply on the following terms and conditions, or otherwise in a format set out by the Australian Taxation Office:
- (a) both parties acknowledge that they are registered for GST when the RCTI is issued and the RCTI must show your Australian Business Number ("ABN");
 - (b) you agree that we can issue tax invoices in respect of the supply within 28 days from the date of determining the value of the supply;
 - (c) you will not issue tax invoices in respect of the supply;
 - (d) you will notify us if you cease to be registered for GST purposes.
- 14.7 If the GST Amount differs from the amount of GST paid or payable, we must issue an appropriate recipient created adjustment note and pay you or you must pay us, as the case may be, any difference within 14 days.
- 14.8 No party may claim or retain from the other party any amount in relation to a supply made under this Agreement for which the first party can obtain an input tax credit or decreasing adjustment.
- 14.9 If you become registered for GST or become required to be registered for GST, or you cease to be registered for GST, you must notify us within 7 days.

15. Intellectual Property

- 15.1 Intellectual property in material created by or on your behalf in the course of, or for the purpose of, the Grant Activity ("**Agreement Material**") vests in you.
- 15.2 You grant us a perpetual, irrevocable, royalty-free, non-exclusive licence to use, adapt, communicate, publish, reproduce, and sub-licence Agreement Material (including material that is incorporated in or supplied with that Agreement Material) for our governmental purposes.
- 15.3 Where the Agreement Material is a work that is primarily created for aesthetic appeal or artistic expression, the licence in clause 15.2 is limited to use promoting the purpose of the Grant Activity or promoting the Northern Territory Government or the Northern Territory.

16. Confidential Information and Privacy

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

17. Notices

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

18. Debt Due and Payable

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

19. Intervening Event

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

20. Disputes:

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

21. Termination

- 21.1 We may immediately terminate this Agreement by written notice to you if in our reasonable opinion:
- (a) you are no longer able or willing to complete the Grant Activity;
 - (b) you have a Conflict that cannot be resolved to our satisfaction or remains unresolved after a reasonable period of time;
 - (c) information provided to us by you contained materially incorrect, false or misleading information;
 - (d) you breach or otherwise fail to comply with this Agreement and you fail to remedy that breach within the period specified in our notice to you;
 - (e) an Intervening Event continues for more than 30 consecutive days; or
 - (f) you are insolvent or become subject to any form of external administration,
- and clause 10 will apply.

22. COVID-19

- 22.1 It is a further condition of this agreement that the Mandatory Vaccination Requirements (COVID 19) – Version 1 at <https://nt.gov.au/industry/procurement/understanding-the-rules/conditions-contract/covid-19-mandatory-requirements>, which condition is incorporated by reference with the same force and effect as though fully set out in this document.

23. General

- 23.1 Survival: The expiry or earlier termination of this Agreement does not affect the continued operation of a clause that expressly or by its nature survives the termination or expiry of this Agreement.

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

EXECUTION PAGE

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

Executed as an Agreement.

SIGNED by ...Lachlan Wilkins.....

(print name of delegate)

for and on behalf of the **NORTHERN TERRITORY OF
AUSTRALIA** pursuant to a delegation under the *Contracts Act*

on the day of

(Print Month and year) in the presence of:

.....

(Signature of Delegate)

.....
(Signature of Witness)

.....
(Name of Witness)

If Company/Corporation executing in accordance with its common seal

The **COMMON SEAL** of [Print Legal Name]
was hereto affixed

on the day of

(Print Day in Words)

(Print Month and year)

in the presence of
.....

(Print Name of Director)

(Signature)

and
.....

(Print Name of Director/Secretary)

(Signature)

Additional Conditions

1. **Subcontracting and Buy Local**

1.1. If you engage subcontractors to carry out the Grant Activity (or any part of it) you must:

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

and, if required by us, you must provide us with details of your compliance with this clause.

1.2. Subcontracting does not relieve you of any obligation or liability under this Agreement.

1.3. If you have not paid a subcontractor for its completed work on the Grant Activity, we may, in our absolute discretion, directly pay the subcontractor on your behalf and you will owe that amount to us.

2. **Capital and Minor Works**

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

2.2. You must:

- (a) ensure the Works are completed by the end of the Grant Period;
- (b) ensure the Works are carried out diligently, effectively, in a proper and workmanlike manner, and in accordance with all applicable laws and Australian Standards;
- (c) only engage contractors who are appropriately qualified, skilled and experienced;
- (d) unless you have our prior written consent, only engage contractors and personnel with respect to the Works that do not have a Conflict; and
- (e) ensure that you, your employees and your contractors, comply with all requirements of the work health and safety legislation applicable to such Works, including legislation relating to asbestos.

2.3. You warrant that:

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

3. **Registered Training Organisations**

3.1. If you are a registered training organisation, you must maintain registration in accordance with, and comply with the requirements of, the *National Vocational Education and Training Regulator Act 2011* (Cth) and the VET Quality Framework.

4. **Auspiced bodies**

4.1. If you are the administering body of the Grant for another organisation (such as an unincorporated association):

- (a) prior to disbursing the Grant Amount to that organisation, you must first ensure we are aware of, and have agreed to, your grant administration arrangement for that organisation; and
- (b) you are not relieved of any of your obligations under this Agreement.

5. **Assets**

- 5.1. For the purpose of this clause, “**Asset**” means any item of property that has been created, acquired or leased wholly or in part with the Grant Amount, or that we otherwise provide to you for a Grant Activity, but does not include consumable items.
- 5.2. You must first obtain our written consent before using the Grant Amount to acquire an Asset valued at \$10,000 or more. Our consent is already granted for any Asset expressly described in the Details.
- 5.3. The Asset must be used primarily for the Grant Activity and you must:
 - (a) own the Asset in your name and, if the Asset is capable of being registered, register it in your own name;
 - (b) hold the Asset securely and safeguard it against theft, loss, damage and unauthorised use;
 - (c) maintain the Asset in good working order; and
 - (d) maintain, and provided to us on request, a register of Assets including date of acquisition, price, description and location.
- 5.4. You must seek our prior written consent before disposing of an Asset and we may direct you to sell for the best price reasonably obtainable (and retain for an approved purpose, or pay to us, some or all of the sale price) or otherwise dispose of the Asset, including transferring the Asset to a third party.
- 5.5. If you dispose of an Asset without our prior written consent, we may by written notice require you to repay that part of the Grant Amount we contributed to the acquisition cost of the Asset.

9 COMMUNITY DEVELOPMENT DIRECTORATE REPORTS

Community Development Directorate Reports

9.1 Community Development November 2023

Reference <Enter Ref here>
Author Gillian Molloy (Director of Community Development)

RECOMMENDATION

That Council receive and recommendation-start-do-not-remove}

That Council receives and notes the Community Development November report

SUMMARY

Summary

The November activity report for Community Development highlights significant updates and achievements in various areas. Staffing updates indicate ongoing efforts to fill key roles, with successful interviews for the Senior Administration Officer – Community Development role and a decision to re-advertise the vacant Regional Community Care Manager position. Financial support from CAYLUS has been instrumental in addressing housing and school holiday program needs.

The Aged Care Quality and Safety Commission audit, the first in three years, provided valuable feedback and commendations for the team's support and kindness. Despite forthcoming challenges upon receiving the final report, the team is well-prepared to address them.

The Regional Youth, Sport, and Recreation program are making strides with extended youth programs with support from Territory Families for an extensive plan till June 2024. However, challenges in staffing and program consistency persist, particularly in some communities.

Night Patrol continues to recruit and expand its presence, focusing on community safety, social unrest, and youth issues.

The report also highlights accomplishments, goals, and challenges in various areas, including Regional Youth Sport & Recreation - Communities, Aged Care & NDIS, and Night Patrol. Stakeholder engagement and training efforts are ongoing to enhance program effectiveness and community support.

Staffing Updates

- Interviews for the vacant Regional Community Care Manager role were unsuccessful, leading to a decision to re-advertise the position.
- The Director of Community Development will continue to oversee the program until a suitable candidate is found.
- Interviews for the Senior Administration Officer – Community Development role was successful, and a candidate has been identified, with reference checks in progress.
- Interviews for the vacant NDIS Coordinator role were unsuccessful, leading to a decision to re-advertise the position.

Financial Support from CAYLUS

- CAYLUS provided \$25,000 in support for repairs required on the Ali Curung YS&R Team Leader residence.
- Additional funding of approximately \$25,000 from CAYLUS was secured for a 3-week school holiday program at Ampilatwatja.

Aged Care Quality and Safety Commission Audit

- The Aged Care Quality and Safety Commission conducted an audit of the programs in the BRC service delivery region over a two-week period.
- This was the first audit in three years, and the feedback received from the commission was positive, highlighting the support and kindness of the team.
- A report from the commission is expected in the coming weeks, and the team will have 14 days to respond before the final report.

Highlights and Achievements

Regional Youth Sport & Recreation – Communities

- Resumption of youth programs in Ampilatwatja with three additional staff
- Resumption of youth programs in Alpururulam with a new Team Leader
- Ongoing preparations for school holidays
- Commencement of YSR weekly team meetings with the Regional Manager
- Positive community sentiment regarding the work of the Ali Curung Team Leader, Jack Aldridge
- Repairs costing \$32,886.24 for the YS&R TL house with \$25,000 contribution from CAYLUS. Works to commence in early December 2023

Safe Houses – Ali Curung & Elliott

- A White Ribbon event was successfully held in Elliott on 23/11/2023, coordinated by the Safe House. This event aimed to raise awareness about domestic violence and promote efforts to combat it within the community.

Night Patrol

- Night Patrol teams have been collaborating closely with the Youth Services & Recreation (YS&R) to engage with youth, build trust, and identify and address youth-related issues.
- Increased patrols at Ali Curung to address social unrest and youth issues.

Aged Care & NDIS

- Aged Care team's diligent efforts to review community standards and address concerns before the audit.

Goals & Objectives

Regional Youth Sport & Recreation – Communities

- An extensive plan to utilise an underspend of \$201,000 for the 21-22 program has been submitted to Territory Families, with optimism for approval. Previously, submitted a variation to cover TCYC operational costs.
- Development of a full School Holiday program across communities.
- Resource allocation for the upcoming school holiday program, including external youth workers.

Safe Houses – Ali Curung & Elliott

- Regional Manager developing regular day programs to support the clients in conjunction with Team Leaders

Night Patrol

- Given the challenges posed by the Christmas festive season, Night Patrol is actively engaging with local police and other stakeholders to mitigate potential problems within communities.
- The goal is to ensure a safe and secure environment for all community members during the holiday season.

Aged Care & NDIS

- Address issues identified in the audit report, including facility maintenance and staff appraisals with HR support.
- Engagement of a qualified dietitian to review Aged Care menus.
- Development of festive activities and events for the upcoming holidays.

Challenges and Issues

Regional Youth Sport & Recreation – Communities

- Staffing challenges persist in most communities, affecting program delivery.
- Recent break-ins in Ali Curung have raised community concerns.
- Challenges persist in maintaining consistent youth programs at Ampilatwatja.
- Sports Carnivals have affected program participation and staff attendance at Alpururulam and Ampilatwatja.

Safe Houses – Ali Curung & Elliott

- Staffing and absenteeism continue to be significant issues affecting Safe House on-call service delivery
- Management of staff is challenging due to high number of on-call client requests

Night Patrol

- The increased incidents of break-ins affecting community houses and service providers have resulted in the closure of the Catholic Care Childcare Centre.
- IT technology and Communication for remote Communities

- Ongoing recruitment for Night Patrol staff due to vacancies caused by staff leaving and expected festive season absences.

Aged Care & NDIS

- Challenges in recruiting for the vacant NDIS Coordinator role due to specialised skills required.
- Ongoing challenges in service delivery despite Aged Care team assisting with NDIS.
- Staffing, absenteeism, and staff turnover continue to be significant issues and for consistent service delivery.

Stakeholder Engagement

Regional Youth Sport & Recreation – Communities

Regional Manager meetings with CAYLUS, John Moriarty Foundation, Blackdoll Sports & Fitness Mob and Barkly Arts. Engagement relating to developing School holiday program and working together holistically for the communities.

Safe Houses – Ali Curung & Elliott

- The Regional Manager is actively working with both Safe Houses to schedule regular attendance from domestic violence advocacy groups.
- Additionally, efforts are underway to facilitate regular engagement programs for women and children within the community.

Night Patrol

- Night Patrol leadership is working closely with team leaders and workers to emphasise the importance of community engagement during the holiday period.
- The objective is to foster positive relationships with community members, promote safety, and address any concerns promptly.

Aged Care & NDIS

- Zone Managers are increasing their visits to communities and engaging with clinic staff.
- Continued referrals to Allied Health.

Resource Allocation

Regional Youth Sport & Recreation – Communities

- Contacted NIAA to see if any funding for Elliott YS&R bus

Safe Houses – Ali Curung & Elliott

- Upgrade of internet due to interrupted service
- Funding required to upgrade client vehicle in Ali Curung
- Funding proposal submitted to DSS for upgrade of Ali Curung safe house building.
- Installation of funded CCTV is still delayed due to contractor.



Night Patrol

- In response to the recent increase in youth anti-social behaviour in Ali Curung, extra resources have been allocated to expand Night Patrol hours, contributing to enhanced community safety.

Aged Care & NDIS

- Aged Care maintenance and facilities upgrade – Aged Care Grant

Training

Safe Houses – Ali Curung & Elliott

- Training initiatives are ongoing, including the training of the new Ali Curung Team Leader and workers on required DFV reporting.

Night Patrol

- Required, computer training for our Community Safety staff.
- Required, 4WD Drive and First Aid Courses.
- Required, domestic violence and Suicide prevention workshops.

Aged Care & NDIS

- Ongoing mandatory Aged Care training and upskilling of workers to cover Team Leader leave.
- Commencement of Cert 3 Aged Care training for new staff.

Reporting

Regional Youth Sport & Recreation – Communities

- NIAA Outside School Hours Care Program - Site Visit Report has been submitted and approved.

Safe Houses – Ali Curung & Elliott

- Monthly performance reports for the Safe Houses are regularly uploaded to SHIP (Safe House Information Portal) and Validata to maintain transparency and accountability.

Night Patrol

- The Night Patrol program continues to uphold reporting standards, with the NIAA Night Patrol Program - Site Visit Report having been submitted and approved.

Upcoming Activities

Regional Youth Sport & Recreation – Communities

School Holiday External Provider Program (attached)

Safe Houses – Ali Curung & Elliott

Scheduling



Night Patrol

- Night Patrol leadership is working closely with team leaders and workers to emphasise the importance of community engagement during the holiday period.
- The objective is to foster positive relationships with community members, promote safety, and address any concerns promptly.

BACKGROUND

This report gives an overview of the Community Development directorate activities for November and outlines the plans for upcoming school holiday activities. It covers various aspects of the program, including staffing, achievements, challenges, and stakeholder engagement.

ORGANISATIONAL RISK ASSESSMENT

Nil

BUDGET IMPLICATION

Nil

ISSUE/OPTIONS/CONSEQUENCES

Nil

CONSULTATION & TIMING

ATTACHMENTS:

1. External Youth Worker for BRC communities - School holiday program [9.1.1 - 1 page]



BRC School Holiday plan

		Week 1	Week 2	Week 3	Week 4	Week 5	Week 6
		18/12/2023-24/12/2023	25/12/2023-31/12/2023	01/01/2024- 07/01/2024	08/01/2024-14/01/2024	15/01/2024- 21/01/2024	22/01/2024- 28/01/2024
Communities	Ali Curung	John Moriarty Foundation Rayne Aldridge, Blackdoll	John Moriarty Foundation Rayne Aldridge	John Moriarty Foundation Rayne Aldridge	John Moriarty Foundation Rayne Aldridge	John Moriarty Foundation Rayne Aldridge	John Moriarty Foundation Rayne Aldridge
	Ampilatwatja	Andrew Graham		Andrew Graham	Andrew Graham Jamie Wild One	Andrew Graham Jamie Wild One	Andrew Graham
	Alpururulam						
	Arlparra				Deadly Hair Dude	NT Gymnastic	
	Elliott	John Moriarty Foundation	John Moriarty Foundation	John Moriarty Foundation	John Moriarty Foundation Blue Eagle Muaythai	John Moriarty Foundation	John Moriarty Foundation
	Wutunugurra						

External Contractors	Andrew Graham	05/12/2023-23/12/2023	02/01/2024-27/01/2024
	Jamie	08/01/2024-19/01/2024	
	Rayne Aldridge	4/12/2023 - 29/01/2024	
	Blue Eagle Muaythai	08/01/2024-12/01/2024	
	Deadly Hair Dude	08/01/2024 – 12/01/2024	
	John Moriarty Foundation	Ali Curung every Friday	Elliott every Tuesday
	Blackdoll Sports and Fitness Mob	16/12/2023 - 21/12/2023	1 Week in January- Community yet to be confirmed
	NT Gymnastic	15/01/2024 – 20/01/2024	

10 TENNANT CREEK DIRECTORATE REPORTS

{Youthlinx Program November 2023}

10.1 Youth Centre/ Youthlinks Program November 2023

Reference <November 2023>
Author Thomas Machin (Acting Council Services Manager - Tennant Creek)

RECOMMENDATION

That Council <takes note of the Youthlinx Program, November 2023>

SUMMARY

<To provide Council with an update of the Youthlinx Program which has been operating from the Tennant Creek Youth Centre.>

BACKGROUND

<November saw a reduction in participant numbers over the month. This meant that the Centre was more manageable for the Youth Officers as there was a higher staff to participant ratio. Activities included,

- Ninja Warrior Course
- Soccer with John Moriarty
- Basketball (installation of permanent Hoops)
- Footy Pole Game
- Indoor Tennis
- Arcade Games
- Dodgeball
- Food and Snacks

Also, during this month, we have added an additional 4 Youth Officers to the team and continue to recruit casual Youth Officers.>

ORGANISATIONAL RISK ASSESSMENT

<The Centre has had fewer issues with fighting/trouble both indoors and outdoors. This is because the team have had time to embed the rules into the program operating from the new Centre. >

BUDGET IMPLICATION

<More equipment has been ordered to replace that are broken or missing and to also provide a wider range of activities not only for Youthlinx but also for the upcoming School Holidays. >

ISSUE/OPTIONS/CONSEQUENCES



<The top and sides of the Ninja course have been blocked off as it was identified that participants could access behind the wall which was an OHS issue.>

CONSULTATION & TIMING

<Ongoing consultation with youth as to what activities they would like to see, if they have been affected by bullying or have any other issues. Consultation with community services and organizations as to see how they would like to use the Youth Centre, whilst Youthlinx supporting them.>

ATTACHMENTS:

Nil

{Fitness & Wellness Centre November 2023}

10.2 Fitness and Wellness Centre November 2023

Reference <November 2023>
Author Thomas Machin (Acting Council Services Manager - Tennant Creek)

RECOMMENDATION

That Council notes this report.

SUMMARY

This report provides an update of the F&W Centre, memberships, revenue and more.

BACKGROUND

As of the 28th November 2023 there were,

- 174 current members (including 30 new members)
- 848 member visits during the month
- \$3,411 received in revenue, which is lower than October, probable reason is that people are expecting to go away on holidays soon
- Most of the reupholstery has been fixed back onto the specified equipment

ORGANISATIONAL RISK ASSESSMENT

Staffing issues may damage reputation of the Centre.

BUDGET IMPLICATION

There has never been a budget for the Centre.

ISSUE/OPTIONS/CONSEQUENCES

Some staffing issues where the Centre had to close on several occasions, mainly 5pm-8pm.

Broken windows from crime.

CONSULTATION & TIMING

The Centre receives feedback forms from the clients, however the large majority focus on buying new equipment, and the Centre does not have a budget to purchase new equipment.

ATTACHMENTS:

Nil

Tennant Creek Directorate Reports

10.3 Director of Tennant Creek Report

Author Troy Koch (Director of Tennant Creek)

RECOMMENDATION

That Council receive and note the report

SUMMARY

Municipal

- Our Municipal Team continue to do a great job servicing Tennant Creek looking after the parks and gardens, council properties, cemetery and rubbish collection.
- This month we had four funerals.
- Challenges: Staff attendance, machinery failures and recruitment
- Landfill Team are doing a good job in difficult circumstances.
- The EPA inspected the Landfill site and found two major issues, which are currently being addressed and several minor issues which will be addressed over time. Overall the inspection went well.
- Challenges: Machinery failure.

Local Laws

- Recruitment continues to fill these positions; we have had successful applicants and are awaiting them to start.

Community Services

- The swimming pool is up and running after a very difficult time. A big thank you to Ryan and his project Management Team for their efforts in getting the pool up and running. Also, to Tom, Morgan and Andrew who all went above and beyond to assist the Project Management Team and work long hours to keep the pool up and running once it was opened.
- This week Surf Lifesaving ran Lifeguard Course which shall create the opportunity for more casual lifeguards to be employed.
- Youthlinx continue to work out of the Youth Centre and assist in the running of the Youth Centre.
- Gym continues to run well
- Challenges: Recruitment

ATTACHMENTS:

Nil

11 OPERATIONS DIRECTORATE REPORTS

Operations Directorate Reports

11.1 Local Authority Minutes

Author

RECOMMENDATION

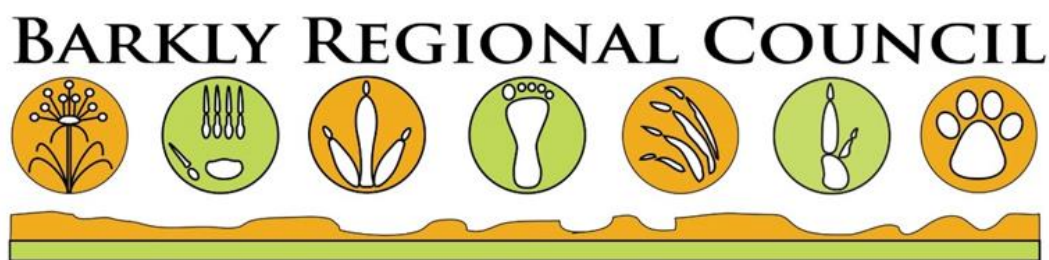
That Council receives and notes the Local Authority Minutes.

SUMMARY

The minutes attached are from the Local Authority Meetings.

ATTACHMENTS:

1. Alpururulam Local Authority Minutes 231123 V 1.2 [**11.1.1** - 10 pages]
2. Ali Curung Local Authority Minutes 271123 [**11.1.2** - 6 pages]
3. Tennant Creek Local Authority Checked [**11.1.3** - 9 pages]
4. Wutunugurra Local Authority Meeting 281123 Final [**11.1.4** - 5 pages]



MINUTES

Alpurrurulam LA Meeting

Barkly Regional Council's Alpurrurulam LA Meeting was held in the Conference Room on Thursday 23 November 2023 at 01:25 pm.

Ian Bodill

Chief Executive Officer

OUR VISION

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

The Way We Will Work

We will make it happen!

We will be engaged and have regular opportunities to listen.

We will have strong policy and budgets to ensure our programs and services are progressive and sustainable.

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

We are a responsible Council.

We will be a responsive Council.

We want to empower local decision making.

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

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

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

We need to be realistic, transparent and accountable.



1 OPENING AND ATTENDANCE

1.1 Authority Members Present

Meeting commenced at 1.25pm with Ms Laney Tracker as Chair.

- Ms Laney Tracker, Appointed Member.
- Mr John (Jackie) Mahoney, Appointed Member.
- Mr Benjamin (Ben) Olschewsky, Appointed Member.
- Cr Pam Corbett, Alpururulam Ward BRC

1.2 Staff and Visitors Present

- Ms Heather Smith, Area Manager Alpururulam
- Mr Barry Nattrass, WHS Manager BRC

1.3 Apologies to Be Accepted

- Ms Jennifer (Jenny) Mahoney, Appointed Member.
- Mr David Riley, Appointed Member.
- Ms Maria Turner, Appointed Member.
- Mr Charlie Larkins, Appointed Member.

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 Alpururulam Local Authority receive and confirm the minutes of the previous meeting held on 10 October 2023 to be a true and accurate record.

RESOLVED

Moved: Appointed Member Ben Olschewsky

Seconded: Appointed Member Laney Tracker

CARRIED UNANIMOUSLY

Resolved ALLA-23/10

3 ACTIONS FROM PREVIOUS MINUTES

Actions from previous Minutes

3.1 Actions from previous minutes

MOTION

That the Alpururulam Local Authority receive and notes the actions from the previous meeting held on 10 October 2023.

- **Laundromat**

The local authority, last meeting, allocated a \$10,000 budget to repair and maintain the washing machines in the Laundromat.

Inspection has been done and parts ordered at a cost of \$3425 so far with installation costs still to come.

- **Old Basketball Courts**

Fencing of the area is underway and progressing.

Lights have been installed.

- **Vet visit has taken place and will be addressed further in Area Manager's report.**

- **8S Bioacoustic bird scarer**

This machine will now need to be installed securely and some programming is needed to fine tune results. Wednesday passenger flights and Friday mail flights have been reinstated.



MINUTES Alpururulam LA Meeting 23 November 2023



- **LAPF Funds**

LA members request a balance and timeline for current LAPF allocation that has not been committed or spent.

- **Airstrip Maintenance Contract**

LA members request an update from DIPL regarding any adjustments made to the T21-2111 Maintenance of Airstrips contract with the added bird management responsibility and equipment expenditure reimbursement.

RESOLVED

Moved: Appointed Member Ben Olschewsky

Seconded: Appointed Member John Jackie Mahoney

CARRIED UNANIMOUSLY

Resolved ALLA-23/11

4 CHIEF EXECUTIVE OFFICERS REPORTS

Chief Executive Officer Report

4.1 Chief Executive Officer Report for November 2023

The BRC Chief Executive Officer Mr Ian Bodill joined the meeting via a Teams AV link to address the Local Authority and expressed his commitment to visiting Alpururulam.

A written report will be prepared by Mr Bodill for the next Alpururulam LA Meeting in January 2024.

5 FINANCE REPORTS

Finance Report

5.1 Finance Report for November 2023

MOTION

That the Alpururulam Local Authority receive and note the Income and Expenditure Report from BRC for the period 01 July to 31 October 2023.

- **Rubbish Trailer update**

Report from the manufacturer is that the trailer is currently under construction and that completion and delivery are imminent.

- **Old Basketball Courts**

Fencing of the area is underway and progressing.
Lights have been installed.



MINUTES Alpururulam LA Meeting 23 November 2023



Alpururulam Area Manager Heather Smith spoke to the finance report figures noting that the \$15,000 allocated to the Animal Management Program would be increasing the bottom-line figure and that the \$3,425 so far spent on Laundromat repairs is to be deducted.

RESOLVED

Moved: Appointed Member John Jackie Mahoney

Seconded: Appointed Member and Chair Laney Tracker

CARRIED UNANIMOUSLY

Resolved ALLA-23/12

6 AREA MANAGERS REPORTS

Area Managers Reports

6.1 Area Managers Report for November 2023

MOTION

That the Alpururulam Local Authority receive and note the Area Manager Report.

RESOLVED

Moved: Appointed Member Ben Olschewsky

Seconded: Appointed Member John Jackie Mahoney

CARRIED UNANIMOUSLY

Resolved ALLA-23/13

7 GENERAL BUSINESS

General Business

7.1 Election of Chair and Deputy Chair

MOTION

That the Alpururulam Local Authority postpone the election of a new chair and deputy chairperson until the next meeting in January 2024 and a concerted effort be made to encourage members of the Alpururulam Community to take an interest and participate in Local Authority procedures.

RESOLVED

Moved: Appointed Member Ben Olschewsky

Seconded: Appointed Member John Jackie Mahoney

CARRIED UNANIMOUSLY

Resolved ALLA-23/14





General Business

7.2 Consider suitable location for the twice-yearly vet clinic

MOTION

That the Alpururulam Local Authority seek a scope of works assessment for upgrades to the Community Centre

- Sealing of the concrete floor and edge coving to allow for thorough cleaning and sanitation post visits.
- Repaint walls.
- Upgrade bench and sink also consider front door access upgrade.

RESOLVED

Moved: Appointed Member and Chair Laney Tracker

Seconded: Councilor Pam Corbett

CARRIED UNANIMOUSLY

Resolved ALLA-23/15

General Business

7.3 DIPL Housing Maintenance Process

MOTION

That the Alpururulam Local Authority invites DIPL to address its next meeting on 16 January 2024 to explain the process involved in seeking housing maintenance.

The current process is not clear regarding residents reporting maintenance issues and the timeline for reported issues is inordinate rather than being attended to in a timely manner.

RESOLVED

Moved: Appointed Member Ben Olschewsky

Seconded: Appointed Member John Jackie Mahoney

CARRIED UNANIMOUSLY

Resolved ALLA-23/16



General Business

7.4 Community Planning

MOTION

That the Alpururulam Local Authority invites the CLC to address the next LA meeting (16 January 2024) to provide an update following discussions held previously on community development plans with Alpururulam residents.

The CLC periodically conducts meetings with Alpururulam residents regarding community development. It would help the LA to know the outcomes of these meetings to assist it with other community planning projects and ensure all stakeholders are working toward common goals and outcomes.

RESOLVED

Moved: Councillor Pam Corbett

Seconded: Appointed Member Ben Olschewsky

CARRIED UNANIMOUSLY

Resolved ALLA-23/17

General Business

7.5 Community Cleanup

MOTION

That the Alpururulam Local Authority request the Area Manager Heather Smith to register interest in the Alpururulam Community participating in the 2024 Tidy Towns Competition.

Alpururulam has participated in Tidy Towns in years gone by, winning recognition for community cleanliness. Competitions could be held to encourage each household to clean up their yards with the LA sponsoring prizes. Stakeholders could be invited to participate. Local Authority members have requested feedback as to which stakeholders have a role in the Laundromat upkeep.

RESOLVED

Moved: Appointed Member John Jackie Mahoney

Seconded: Appointed Member Ben Olschewsky

CARRIED UNANIMOUSLY

Resolved ALLA-23/18

8 CORRESPONDENCE

Nil





9 OTHER MATTERS FOR NOTING

Other Matters for Noting

9.1 Other Matters for Noting

- Mt Isa Vet Services are seeking feedback from Alpururulam residents on the effectiveness of the Bravecto flea and paralysis tick protection treatment administered during the November visit.
- That the Alpururulam Area Manager investigates options for washing machine placement to allow space behind washing machines in the Laundromat for cleaning and maintenance purposes.
- The Warte Alparayetye Aboriginal Corporation Store will provide removable tap fittings and cleaning equipment for community members to periodically clean the laundry space.

10 REPORTS FROM BARKLY REGIONAL COUNCIL

Nil

12 VISITOR PRESENTATIONS

Visitor Presentations

12.1 Visitor Presentations

- Shaun Wickham, Community Safety Zone Manager - Barkly

Community Safety Zone Manager Shaun Wickham gave a verbal presentation to the Local Authority meeting emphasising the policy constraints around who Community Safety Workers can effectively deal with when on duty from 5pm to 11pm. Elderly community members, young children and youth are the priority and alcohol fuelled disorderly behaviour amongst adults goes beyond the scope of Night Patrol delegation. Appointed Member John Jackie Mahoney asked Mr Wickham if Night Patrol can assist medivac procedures after 11pm. It was stated that BRC staff should not be undertaking after hours duties without more advice on the appropriateness of that arrangement. The issue of the airstrip fence being inadequate to keep wildlife off the tarmac was also raised. Area Manager Heather Smith raised the point that in many communities, the Essential Service Officer position is used for after-hours inspection pre landing and take-off.

- Steve Edgington MLA, Member for Barkly

Offered to follow up the Local Authority Members questions regarding the new proposed Police Station, currently operating out of container units, with a letter to the Minister for Infrastructure Planning and Logistics Eva Lawler. LA Members also asked Mr Edgington if he would request a 1 / 3 / 5 Year commitment from the NT Government regarding upgrades for the Austral and Sandover roads in the current funding round to All-Weather Status.





- Rathin Saha, Youth Sport & Recreation Team Leader – Alpururulam

The new YSR TL has come to Alpururulam via Sydney and Darwin. Rathin emphasised the need for parent or guardian permission documentation to arrange home-based sporting events and excursions. New hours for the “Shiny Shed” are from 3pm to 7pm Tuesday to Saturday.

- Christy Lorenz, Warte Alparayetye Aboriginal Corporation Store

The Local Authority requests an update on the terms and conditions of the fuel bowser lease which has now expired. Warte Alparayetye Aboriginal Corporation Store expressed interest in directly leasing the pumps from CLC as there is a need for upgrades to accommodate pay-at-the-pump hardware.

MOTION

That the Alpururulam Local Authority have raised this lease expiry issue with BRC directors 3 times since June 2023 and seek urgent feedback on lease arrangements to support the Warte Alparayetye Aboriginal Corporation Store in progressing with upgrades to service delivery.

RESOLVED

Moved: Appointed Member Ben Olschewsky

Seconded: Appointed Member and Chair Laney Tracker

CARRIED UNANIMOUSLY

Resolved ALLA-23/19

13 OTHER BUSINESS

Mt Isa Veterinary Surgery November visit

13.1 Dan Murphy vet report

MOTION

That the Alpururulam Local Authority receives and notes the Mt Isa Veterinary Surgery November visit report and recommends using this service in conjunction with the Community Centre renovations to build a long-term relationship. Close proximity would allow FIFO visits during wet season access restrictions.

RESOLVED

Moved: Councillor Pam Corbett

Seconded: Appointed Member John Jackie Mahoney

CARRIED UNANIMOUSLY

Resolved ALLA-23/20

MINUTES Alpururulam LA Meeting 23 November 2023



14 CLOSE OF MEETING

Meeting closed at 4.20pm.

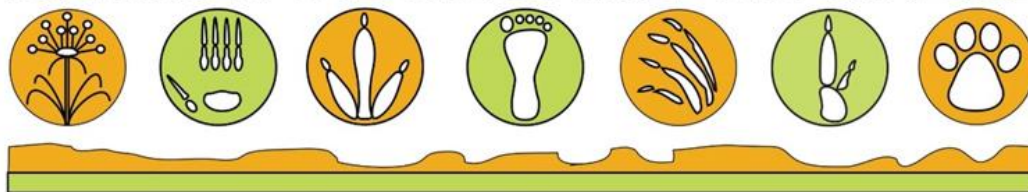
The next Alpururulam Local Authority meeting is due to be held on 16 January 2024.

THIS PAGE AND THE PRECEEDING PAGES ARE THE MINUTES OF THE ALPURRURULAM LOCAL AUTHORITY HELD ON THURSDAY 23 NOVEMBER 2023 AND ARE UNCONFIRMED.

UNCONFIRMED



BARKLY REGIONAL COUNCIL



MINUTES Ali Curung LA Meeting

Barkly Regional Council's Ali Curung LA Meeting was held in the Conference Room on Monday 27 November 2023 at 1:35 pm.

Ian Bodill

Chief Executive Officer

OUR VISION

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

The Way We Will Work

We will make it happen!

We will be engaged and have regular opportunities to listen.

We will have strong policy and budgets to ensure our programs and services are progressive and sustainable.

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

We are a responsible Council.

We will be a responsive Council.

We want to empower local decision making.

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

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

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

We need to be realistic, transparent and accountable.



1 OPENING AND ATTENDANCE

1.1 Authority Members Present

Meeting commenced at 1.35pm with Cr Lucy Jackson as Chair.

- Mr Andrew Tsavaris, Appointed Member
- Mr Peter Corbett, Appointed Member
- Mr Jerry Rice, Appointed Member
- Mr Ned Kelly, Appointed Member
- CR Lucy Jackson, BRC Councillor for the Alyawarr Ward

1.2 Staff and Visitors Present

- Mr Ian Bodill, CEO of the Barkly Regional Council
- Mr Ryan Francis, Manager - Projects and Contracts - Barkly Regional Council
- Mr Michael Stanley-Hunt, Area Manager – Ali Curung Community
- Mr Adrian Chong, BRC Regional Manager – Community Safety
- Ms Samara Shannon, BRC Night Patrol
- Mr Damien Brown, BRC Night Patrol
- Mr Jack Aldridge, BRC Sports and Recreation Manager – Ali Curung
- Mr Mathew Justin Walker, BRC Night Patrol
- Mr Terry James, BRC
- Mr Craig Mathewson, Caylus / BRC
- Mr Craigwyn Glenn, BRC
- Mr Roger Rankine, BRC
- Ms Vera Rankine, BRC
- Mr Ashley Hayes, BRC
- Mr Saverio Dickenson, BRC
- Zeza Egan

1.3 Apologies to Be Accepted

There were no apologies presented to the LA.

1.4 Absent Without Apologies

Nil

1.5 Resignations

Nil

1.6 Disclosure of Interests

Nil

1.7 Review of Disclosure of Interest



MINUTES Ali Curung LA Meeting 27 November 2023



2 CONFIRMATION OF PREVIOUS MINUTES

Confirmation of previous Minutes

2.1 Confirmation of previous minutes

MOTION

That the Ali Curung Local Authority receive and confirm the minutes of the previous meeting held on 25 September 2023 to be a true and accurate record.

RESOLVED

Moved: Appointed Member Andrew Tsavaris

Seconded: Appointed Member Peter Corbett

CARRIED UNANIMOUSLY

Resolved ACLA-57/23

3 ACTIONS FROM PREVIOUS MINUTES

Actions from previous Minutes

3.1 Actions from Previous Minutes

MOTION

That the Ali Curung Local Authority receive and notes the actions from the previous meeting held on 25 September 2023.

AGENDA & RESPONSE

- Management From BRC TC to deliver an update on the YSR Centre.
- Trees - Items tracker no 3.

All trees have been planted at the Church, Cemetery and around the football oval based on community consultation. Area Manager Michael Stanley – Hunt thanked the Rise Ngurratjuta (RN) participants who helped with the planting.

- BBQs - Items tracker no 14.

The barbecues have been modified and made mobile. They are now ready for use when and where needed.

- Murray Downs Air Compressor Tyre Changing Machine - Items tracker Item no 3.

The equipment is now on-site, in storage, awaiting installation and certification.





- Vet Program - Items tracker no 12.

The Barkly Vet visited Ali Curung and Murray Downs in Oct (report attached to Agenda). Area Manager acknowledged room for improvement issues which will be investigated.

- Rubbish Trailer update - Items tracker no 16.

There has been a delay in supplies hoping for delivery before Christmas.

- Murray Downs basketball shelter repairs – Items tracker no 17.

Work in progress. Waiting for contractor to complete project.

- LA to discuss the purchasing bushfire fighting equipment to help protect the community.

(See General Business 7.1 of these minutes.)

- LA to discuss the purchase of new shade shelters for community meetings.

(Deferred to 2024)

- Ali Curung items in the BRC Annual Regional Plan 2023 – 2024 page 46.

Area Manager spoke to the meeting about these items as did the Arts Centre Manager. Funding is available for the purchase of the vehicle however stakeholders expressed concern over the resources needed to keep the asset safe and operable.

- Christmas Closures Ali Curung council office will be closed for public holidays only 25th 26th of Dec and 1st Jan. There will be only one rubbish collection between Christmas and New Year also one mail delivery.

RESOLVED

Moved: Appointed Member Andrew Tsavaris

Seconded: Appointed Member Peter Corbett

CARRIED UNANIMOUSLY

Resolved ACLA-58/23

4 CHIEF EXECUTIVE OFFICERS REPORTS

Chief Executive Officers Reports

4.1 Chief Executive Officer Report

The BRC Chief Executive Officer Mr Ian Bodill attended and spoke to the meeting in person. A written report will be prepared by Mr Bodill for the next Ali Curung LA Meeting in early 2024.





5 FINANCE REPORTS

Finance Report

5.1 Finance Report for November 2023

MOTION

That the Ali Curung Local Authority receives and notes the Income & Expenditure Report for the period 01/07/2023 to 31/10/2023.

Area Manager noted that some figures may need to be amended and that was being corrected with BRC Finance team.

RESOLVED

Moved: Appointed Member Andrew Tsavaris

Seconded: Appointed Member Jerry Rice

CARRIED UNANIMOUSLY

Resolved ACLA-59/23

6 AREA MANAGERS REPORTS

Area Managers Reports

6.1 Area Managers Report

MOTION

That the Ali Curung Local Authority receives, and notes Area Manager's report published in the agenda. Area Manager gave a verbal presentation to the meeting and prompted debate. A spate of break-ins have caused considerable damage to assets and disruption to service delivery by Aged Care and Youth Sport & Rec. Accommodation has been impacted, vehicles stolen and damaged. Considerable debate about maintaining sustainable community behaviour brought discussion back to Annual Report pg. 46

Advocacy		
Find out what is happening with the Youth Centre in Ali Curung and have a say so it is right for this community	Community members, BRC	1.4
More festivals / art gallery activities to support tourism. Anyone is welcome in our community. We want tourists and people to come from other communities too.	Art Centre, BRC,	4.1 4.6 5.6
Mediation and healing work to bring families and parts of the community together	Community members, We Al- li- (Trauma Informed Care	1.8

The concept of a Discipline Centre was raised as a local initiative to address youth crime. This is an idea the community had proposed in the past but had not been broadly supported due to legislative complexity.

RESOLVED

Moved: Appointed Member Andrew Tsavaris

Seconded: Appointed Member Peter Corbett

CARRIED UNANIMOUSLY

Resolved ACLA-60/23

MINUTES Ali Curung LA Meeting 27 November 2023



7 GENERAL BUSINESS

General Business

7.1 Fire Fighting Truck procurement

MOTION

The Local Authority request the Operations and Communities Directorate to get quotes for the purchasing of suitable bushfire fighting equipment to help protect the community.

RESOLVED

Moved: Appointed Member Andrew Tsavaris

Seconded: Appointed Member Peter Corbett

CARRIED UNANIMOUSLY

Resolved ACLA-61/23

8 CORRESPONDENCE

Nil

9 OTHER MATTERS FOR NOTING

Nil

10 REPORTS FROM BARKLY REGIONAL COUNCIL

Nil

12 VISITOR PRESENTATIONS

Nil

13 OTHER BUSINESS

Nil

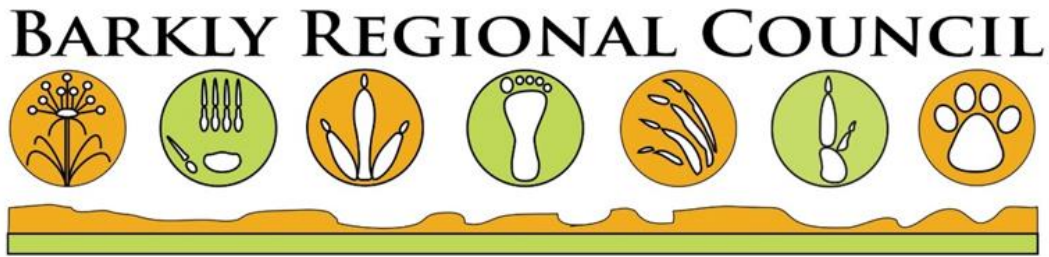
14 CLOSE OF MEETING

Meeting closed at 3.30pm.

The next Ali Curung Local Authority meeting is due to be held at 1.30pm on 05 February 2024.

THIS PAGE AND THE PRECEEDING PAGES ARE THE MINUTES OF THE ALI CURUNG LOCAL AUTHORITY HELD ON MONDAY 27 NOVEMBER 2023 AND ARE UNCONFIRMED.





MINUTES

Tennant Creek LA Meeting

Barkly Regional Council's Tennant Creek LA Meeting was held in the Council Chambers on Tuesday 14 November 2023 at 4:30 pm.

Ian Bodill

Chief Executive Officer

OUR VISION

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

The Way We Will Work

We will make it happen!

We will be engaged and have regular opportunities to listen.

We will have strong policy and budgets to ensure our programs and services are progressive and sustainable.

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

We are a responsible Council.

We will be a responsive Council.

We want to empower local decision making.

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

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

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

We need to be realistic, transparent and accountable.



1 OPENING AND ATTENDANCE

1.1 Authority Members Present

Meeting commenced at 4.47pm with Darrin Whatley as Chair.

- Darrin Whatley, Chairperson.
- Nathan Mills, Deputy Chairperson.
- Penelope Cowin, Appointed Member.
- Anthony Pickel, Appointed Member.

1.2 Staff and Visitors Present

- Ian Bodill, Chief Executive Officer.
- Peter Holt, Official Manager.
- Troy Koch, Director of Tennant Creek.
- Emmanuel Okumu, Audit and Governance Manager.
- Faye Jennings, Executive Manager.

1.3 Apologies To Be Accepted

- Heather Burton, Appointed Member
- Lauren McDonnell, Senior Administration Officer

1.4 Absent Without Apologies

- Rosemary Plummer, Appointed Member.
- Len Holbrok, Appointed Member.

1.5 Resignations

Nil.

1.6 Disclosure of Interests

Nil.

1.7 Review of Disclosure of Interest

Nil.



MINUTES Tennant Creek LA Meeting 14 November 2023



2 CONFIRMATION OF PREVIOUS MINUTES

Confirmation of previous Minutes

2.1 Confirmation of Previous Minutes

MOTION

That the Tennant Creek Local Authority receive and confirm the minutes of the previous meeting held on 19th September 2023

RESOLVED

Moved: LA Member Anthony Pickel

Seconded: LA Member Penelope Cowin

CARRIED UNANIMOUSLY

Resolved TCLA-23/45

3 ACTIONS FROM PREVIOUS MINUTES

Actions from previous Minutes

3.1 Actions from Previous Minutes

MOTION

That the Tennant Creek Local Authority receives and notes the Actions of the previous meeting on 19th September 2023.

Murals

- Anthony had intention of sending an email to standing Cr. Russell prior to his stand down - Anthony will now provide that email to Peter Holt. Council involved with Power and Water - Power and Water are looking at options to put a mural on the side of the water tank at One Tank Hill lookout. Power and Water are putting the murals on numerous assets around the territory. Tennant Creek artists were approached to provide the artwork for the tank; however, they have been unable to agree on the decided artwork piece - this is still out for consultation. Tennant Creek is the only location where this has not been completed. All other Territory Locations have decided on their artwork and commenced with the project. Anthony to provide Peter with an outline of the scope of works. A great draw card. Tourism to take over walkway project which will encourage tourists up the path leading up to the water tank on One Tank Hill lookout. Walkway proposed as part of this project - pedestrian safety is also an issue, so TCLA involved in looking at proposed walkway along with NT Tourism.

Footpath project

- Ongoing projects. Elderly, disability, pedestrians etc. all affected by the disrepair of Council footpaths - TCLA raise the questions as to why BRC haven't created any new, existing and serious maintenance to existing footpaths. There have been no firm answers back from BRC. Ian asked if we have a footpath programme. Imperative that BRC have a footpath maintenance programme. TCLA have been advised by Council that they don't have a current footpath maintenance plan. Troy advised that BRC currently maintain existing



MINUTES Tennant Creek LA Meeting 14 November 2023



footpaths. Ian suggested developing the plan with a 5-year strategy plan. Could also be addressed in the upcoming asset plan. Peter suggests developing a Blackspot Footpath Programme as a good start. Peter will review. Keep on Agenda.

Lighting

- Karguru Road is a black spot - the road is very dangerous. Council reviewing who's responsibility it is. Power and Water are looking at options for lighting on the corner and the footpath. It's a single lane road and it drops off either side of the highway. Flagged by TCLA that this road is unlit and unmaintained. TCLA waiting on further information from Council - Troy Koch advised that Council were investigating road expansion options and the installation of Solar lighting. Council owned road that leads up to the camp entrance. Power and Water have no assets along that road so wired lighting would be a very expensive option. Any electrical contractor can install the Solar lighting. Keep on Agenda.

RESOLVED

Moved: LA Member Penelope Cowin

Seconded: LA Member Anthony Pickett

CARRIED UNANIMOUSLY

Resolved TCLA-23/35

4 CHIEF EXECUTIVE OFFICERS REPORTS

Chief Executive Officers Reports

4.1 Chief Executive Officer Report

MOTION

That the Tennant Creek Local Authority receive and note a verbal update from the new CEO.

- That Ian Bodill, CEO, will have a written report prepared for the next TCLA Meeting.

RESOLVED

Moved: LA Member Darrin Whatley

Seconded: LA Member Penelope Cowin

CARRIED UNANIMOUSLY

Resolved TCLA-23/36

5 FINANCE REPORTS

Finance Reports

5.1 Finance Report

MOTION

That the Tennant Creek Local Authority receive and note the Finance report for 01/07/23-31/10/23.

- Isolate the financial report out as separate report.



MINUTES Tennant Creek LA Meeting 14 November 2023



- Darrin Whatley to provide details to Peter Holt and Ian Bodill as required.
- Shows current commitments; the disability hoist and the bubblers are the current commitments.

ACTION

- Darrin Whatley to provide an update to Ian Bodill and Peter Holt as required; showing the current commitments of the TCLA.
- Add to the bottom of the financial report an indication of estimated value of current commitments undertaken by TCLA.

RESOLVED

Moved: LA Member Anthony Pickel

Seconded: LA Member Darrin Whatley

CARRIED UNANIMOUSLY

Resolved TCLA-23/37

6 TENNANT CREEK DIRECTORATE REPORT

Tennant Creek Directorate Report

6.1 Director of Tennant Creek Report

MOTION

That the Tennant Creek Local Authority receive and note the update from the Director of Tennant Creek.

- Swimming Pool is currently open with restricted hours. We have restrictions with qualified lifeguards being available so opening hours are 3pm - 7pm currently.
- Chief Minister from NTG have offered extra lifeguard provisions.
- We're also running Royal Lifesaving Association Bronze Medallion training and other lifeguard training.
- Darrin Whatley has highlighted that there are a few residents in the community that hold lifeguard qualifications.
- Warrego Mine donated an old swimming pool filter to replace the irreparable filter at swimming pool. It's an identical unit, and in place and running now.
- Youth Centre is now open but has encountered two break-ins over the last two weeks.

ACTION

- Troy Koch to follow up with a community drive to see if we can get volunteer lifeguards in place.
- Peter Holt has requested a follow up on whether a new filter has been ordered. Troy Koch will follow up and let Peter know the outcome.

RESOLVED

Moved: LA Member Penelope Cowin

Seconded: LA Member Darrin Whatley

CARRIED UNANIMOUSLY

Resolved TCLA-23/38





7 GENERAL BUSINESS

General Business

7.1 Water Bubblers

MOTION

That the Tennant Creek Local Authority receive and note the update about the public water bubblers.

- TCLA are currently investigating the best options for placements of these Water Bubblers. Consider using different types for different areas depending on electrical/water connection availability.
- Community consultation available via Facebook and Tennant and District Times online publication.
- Suggest running a Survey Monkey with the public to get a consensus on best placement of these units.
- Quotes to install will be site specific.
- Ongoing; follow up at next meeting.

ACTION

- Propose to have response back from community by end of January to begin the new year with scope of works for installation of units.
- Advertisement to be placed in Tennant and District Times on 17th November 2023.

RESOLVED

Moved: LA Member Penelope Cowin

Seconded: LA Member Anthony Picket

CARRIED UNANIMOUSLY

Resolved TCLA-23/39

General Business

7.2 Pool Hoist

MOTION

That the Local Authority receive and note the update from Barkly Regional Council about the pool hoist.

- Base plate on order and colour has been confirmed.
- Installation costs to be covered by TCLA.
- Ongoing maintenance to be carried out by BRC.
- Assessment of drainage around the installation point to be conducted by Darrin Whatley and Troy Koch.
- Update to be provided at next meeting.

RESOLVED

Moved: LA Member Penelope Cowin

Seconded: LA Member Anthony Picket

CARRIED UNANIMOUSLY

Resolved TCLA-23/40



General Business

7.3 Tennant Creek Swimming Pool

MOTION

That the Local Authority receive and note the report on the conditions of the Tennant Creek Swimming Pool.

- Facilities - accessibility needs to stay on the agenda.
- Proposal submitted previously by Cr. Russell O'Donnell to install a second BBQ Hut at the TC Swimming Pool.
- Darrin Whatley feels the disability room requires an urgent upgrade as a priority.
- Consider costs associated with installation of second BBQ Hut at pool before committing to this project. See action point below to establish what those installation costs look like.
- Anthony Pickel has also requested that Darrin Whatley provide the TCLA with an overview of the upgrades required to the disability facilities and a change room.

ACTION

- Troy Koch to follow up on what costs were associated with installing the BBQ Hut at Hilda Street Park, to present at next meeting.
- Darrin Whatley to provide TCLA with an overview of the upgrades required to the disability facilities and change room installation at the pool.

RESOLVED

Moved: LA Member Anthony Picket

Seconded: LA Member Penelope Cowin

CARRIED UNANIMOUSLY

Resolved TCLA-23/41

General Business

7.4 Dog Park

MOTION

That the Tennant Creek Local Authority receive and note the update about the Dog Park.

- Action item - dog park at Karguru put forward. Anthony Pickel suggests there are already a lot of dogs in that area, so encouragement of a dog park in that region would not be ideal.
- BRC have requested in the past that the TCLA offer up ideas for use for the space at Karguru.
- Suggest community consultation on best location for a dog park in TC.
- Troy Koch suggests Kathleen Park. It has good accessibility for tourists.
- Anthony Pickel highlighted that the dog park cannot share a fence with any adjoining property. It needs its own stand-alone fence perimeter.
- Survey Monkey for Community consultation to go out.
- TCLA and BRC should have the final say on location.
- Peter Holt and Ian Bodill pointed out that the correct procedure is that it goes through Council consultation initially. This enables transparency for Council funding etc.



MINUTES Tennant Creek LA Meeting 14 November 2023



ACTION

- Close any further investigation into Karguru as a dog park.
- Put advertisement out for community consultation to get ideas for locations of dog park.
To be presented at a later meeting.

RESOLVED

Moved: LA Member Anthony Picket

Seconded: LA Member Penelope Cowin

CARRIED UNANIMOUSLY

Resolved TCLA-23/42

8 CORRESPONDENCE

Nil

9 OTHER MATTERS FOR NOTING

Other Matters For Noting

9.1 Local Authority Meetings for 2024

MOTION

That the Tennant Creek Local Authority discuss and plan the schedule for meetings in 2024.

Proposed meetings for 2024 are:

- Tuesday 6th February 2024 at 4.30pm.
- Tuesday 5th March 2024 at 4.30pm.

RESOLVED

Moved: LA Member Penelope Cowin

Seconded: LA Member Anthony Picket

CARRIED UNANIMOUSLY

Resolved TCLA-23/43

10 REPORTS FROM BARKLY REGIONAL COUNCIL

Nil

11 VISITOR PRESENTATIONS

Nil



MINUTES Tennant Creek LA Meeting 14 November 2023



12 OTHER BUSINESS

Other Business

12.1 Tennant Creek Park Report

MOTION

That the Tennant Creek Local Authority receive and note the update about council parks within Tennant Creek.

- Full report to be presented at next meeting.

RESOLVED

Moved: LA Member Penelope Cowin

Seconded: LA Member Anthony Picket

CARRIED UNANIMOUSLY

Resolved TCLA-23/44

13 CLOSE OF MEETING

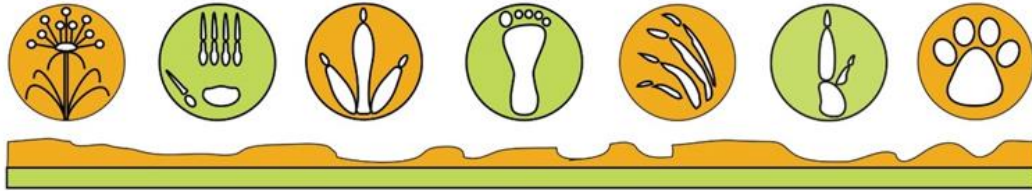
The TCLA next meeting date is 06/02/2023 at 4.30pm.

Meeting Closed at 6.32pm

THIS PAGE AND THE PRECEEDING PAGES ARE THE MINUTES OF THE Tennant Creek Local Authority meeting HELD on 14th November 2023 AND ARE UNCONFIRMED.



BARKLY REGIONAL COUNCIL



MINUTES Wutungurra LA Meeting

Barkly Regional Council's Wutungurra LA Meeting was held in the Meeting Room on Tuesday 28 November 2023 at 10:45 am.

Ian Bodill

Chief Executive Officer

OUR VISION

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

The Way We Will Work

We will make it happen!

We will be engaged and have regular opportunities to listen.

We will have strong policy and budgets to ensure our programs and services are progressive and sustainable.

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

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

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

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

We need to be realistic, transparent and accountable.



1 OPENING AND ATTENDANCE

1.1 Authority Members Present

Meeting commenced at 10.45pm with Mrs Shirley Beasley as Chair.

- Mrs Shirley Beasley, Appointed Member and Chairperson (Phone In)
- Mrs Julie Peterson, Appointed Member
- Mr Nathaniel Peterson, Appointed Member
- Mrs Fiona Peterson, Appointed Member (Phone In)
- Mrs Annette Nungala, Appointed Member
- Mr Ezra Casson, Appointed Member
- Mr Cedric Price, Appointed Member
- Cr Mark Peterson, BRC Councillor Alyawarr Ward

1.2 Staff and Visitors Present

- Mr Kelly White, Area Manager Wutunugurra Community
- Mr Barry Natrass, WHS Manager BRC

1.3 Apologies to Be Accepted

- Mrs Kaye Beasley, Appointed Member
- Mrs Tracey Peterson, Appointed Member
- Mr Basil Morrison, Appointed Member
- Mr Lennie Beasley, Appointed Member

1.4 Absent Without Apologies

Nil

1.5 Resignations

Nil

1.6 Disclosure of Interests

Nil

1.7 Review of Disclosure of Interest

Nil



MINUTES Wutungurra LA Meeting 28 November 2023



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 from the meeting on 26 September 2023 as a true and accurate record.

RESOLVED

Moved: Cr Mark Peterson

Seconded: Appointed Member Cedric Price

CARRIED UNANIMOUSLY

Resolved WLA-22/23

3 ACTIONS FROM PREVIOUS MINUTES

Actions from previous Minutes

3.1 Actions from Previous Minutes

MOTION

That the Local Authority receives and notes the actions from the previous meeting held in Wutunugurra on 26 September 2023.

SUMMARY

- Purchase and installation of 3 cattle grids to replace community gates.

Only one quote received to date being from Benally \$34,430. Area manager awaiting confirmation as to procurement if only a single quote is offered.

- PA gates x 2 needed
- Fencing material needed
- 3.8 metre access gates
- Purchase of a Kubota RTV-X1140

Quotes are now being sought for all the above-mentioned items.

RESOLVED

Moved: Appointed Member and Chair Shirley Beasley

Seconded: Appointed Member Cedric Price

CARRIED UNANIMOUSLY

Resolved WLA-23/23





4 CHIEF EXECUTIVE OFFICERS REPORTS

Chief Executive Officers Reports

4.1 Chief Executive Officer Report

RECOMMENDATION

That the Local Authority receive a Video Link Presentation from the CEO Mr Ian Bodill.
Postponed to next meeting.

5 FINANCE REPORTS

Finance Report

5.1 Finance Report for November 2023

MOTION

That the Wutunugurra Local Authority receive and note the Income and Expenditure Report from BRC for the period 01 July to 31 October 2023.

RESOLVED

Moved: Appointed Member Julie Peterson
Seconded: Appointed Member Anette Nungala
CARRIED UNANIMOUSLY

Resolved WLA-24/23

6 AREA MANAGERS REPORTS

Area Managers Reports

6.1 Area Managers Reports

MOTION

That the Wutunugurra Local Authority receive and note the Area Manager's Report.
That the Local Authority receives and notes the Area Manager's verbal presentation of the report.

RESOLVED

Moved: Appointed Member Cedric Price
Seconded: Appointed Member Nathaniel Peterson
CARRIED UNANIMOUSLY

Resolved WLA-25/23

7 GENERAL BUSINESS



MINUTES Wutungurra LA Meeting 28 November 2023



Nil

8 CORRESPONDENCE

Nil

9 OTHER MATTERS FOR NOTING

Nil

10 REPORTS FROM BARKLY REGIONAL COUNCIL

Nil

11 VISITOR PRESENTATIONS

Nil

12 OTHER BUSINESS

Nil

13 CLOSE OF MEETING

Meeting closed at 11.36am.

The next Alpururulam Local Authority meeting is due in January 2024.

THIS PAGE AND THE PRECEEDING PAGES ARE THE MINUTES OF THE WUTUNUGURRA LOCAL AUTHORITY HELD ON TUESDAY 28 NOVEMBER 2023 AND ARE UNCONFIRMED.



Operations Directorate Reports

11.2 Fleet, Plant and Equipment Plan

Author Brody Moore (Director of Operations & Remote Communities)

RECOMMENDATION

1. That Council receive and implement Fleet Management and Replacement Business Case
2. That Council approve the Plant Hire-Purchase recommendation to meet immediate need

SUMMARY

The Barkly Regional Councils **Fleet, Plant and Equipment Management and Replacement Plan (2024-2029)** aims to rejuvenate assets and improve service delivery.

The plan prioritises industry best practices, technology integration, and addressing immediate vehicle needs. To implement this plan effectively, the fleet department seeks council support to explore diverse financial options for funding.

The Fleet, Plant and Equipment Management and Replacement Plan addresses the urgent need across the Barkly for reliable and operational machinery to address the regions roads, rubbish tips and communities – currently vacant from Council due to extensive previous mismanagement.

BACKGROUND

The Barkly Regional Council is challenged by an ageing, neglected and financially strained fleet and equipment, putting essential services at risk.

To address this, the council has formulated a comprehensive Fleet Plant and Equipment Management and Replacement Plan spanning 2024-2029.

ORGANISATIONAL RISK ASSESSMENT

Refer to Plan

BUDGET IMPLICATION

Option 1.

Outright purchase of replacement plant and equipment = In excess of \$6,000,000.00

Option 2:

Enter Hire-Purchase Agreement for the purchase and supply of required plant and equipment (No large initial payments, regular and budgeted monthly repayments and 7.1% interest rate)
Total Cost = Less than \$20,000 per week (Still awaiting final quotes)

ISSUE/OPTIONS/CONSEQUENCES

Without adoption of the policy, and the purchase or hire-purchase of new plant and equipment, Barkly Regional Council is unable to meet service delivery obligations and maintain Roads, Rubbish Tips and Communities.

CONSULTATION & TIMING

Consultation has been conducted with;

BRC Project Manager

Director of Tennant Creek

Director of Operations and Remote Communities

BRC Community Area Managers

NT Environmental Protection Agency

ATTACHMENTS:

1. Fleet Plant and Equipment Plan 2024-2029 [**11.2.1** - 10 pages]
2. Fleet Replacement business case [**11.2.2** - 2 pages]



BARKLY REGIONAL COUNCIL



BARKLY REGIONAL COUNCIL

FLEET PLANT AND EQUIPMENT MANAGEMENT AND REPLACEMENT PLAN 2024-2029

Prepared by

Peter Molloy

Prakash Vemulapally



Executive Summary

The Barkly Regional Council (BRC) acknowledges the vital role that effective asset management plays in delivering essential services to Tennant Creek and surrounding communities. Our commitment to aligning our asset portfolio with the region's evolving needs is evident in the comprehensive Fleet Plant and Equipment Management and Replacement Plan for 2024-2029.

This plan covers all aspects of asset management, from planning and operation to maintenance, renewal, and disposal, prioritising BRC's service delivery.

Strengths of our approach include a dedication to service delivery, adherence to industry standards through the IPWEA's best practices manual, and the integration of advanced technologies like Fleet Management System (FLEETIO) and Teletrac Navman Tracking System. We prioritise urgent vehicle requirements to enhance service quality.

However, historical neglect and financial uncertainties due to past mismanagement pose challenges. Some cost estimates lack clarity, complicating budgeting. Opportunities lie in the potential revenue from selling used assets and exploring alternative vehicle options like Toyota Hilux and Land Cruisers.

Our strategy encompasses centralised heavy equipment storage for efficient deployment and focuses on skilled operators for machinery maintenance. Urgent plant requirements include prime movers, dozers, loaders, graders, and light vehicles. Cost considerations are flexible, dependent on new or used equipment.

To conclude, the Fleet Plant and Equipment Management and Replacement Plan underscores our commitment to effective asset management and service delivery. Without immediate replacements, service breakdowns loom. By embracing technology and decisive asset management strategies, we ensure sustainability, modernise our aging fleet, and continue providing exceptional services to our communities. This pivotal moment calls for bold decisions and a vision for a brighter future.

Introduction

The Vital Role of Fleet Management:

Fleet management serves as the lifeblood of the Barkly Regional Council, especially given the unique challenges posed by our vast and varied terrain. Our diverse fleet comprises a wide range of equipment, including Graders, Dozers, Loaders, Backhoes, Bobcats, Trucks, Prime Movers, Mowers, Light Vehicles, Trailers, Fire Fighting Vehicles, Large and Small Plant. These assets are the backbone of services that span multiple sectors, including Municipal Services, Landfill Sites, Fire Safety and Prevention, Cemetery Services, Night Patrol, Youth Sport and Recreation, Aged Care, NDIS, and Vehicle Repair Workshops.



SWOT Analysis

Strengths:

1. **Commitment to Service Delivery:** The plan demonstrates the council's strong commitment to aligning asset management with the service delivery needs of the community.
2. **Best Practices:** The adoption of standards and service levels based on the IPWEA's best practices manual reflects a dedication to industry standards and excellence.
3. **Technology Integration:** Implementation of Fleet Management System (FLEETIO) and Teletrac Navman Tracking System enhances data-driven decision-making and improves operational efficiency.
4. **Urgent Vehicle Requirements:** Recognising and prioritising urgent vehicle requirements shows a proactive approach to improving service quality.

Weaknesses:

1. **Legacy Neglect:** The dire situation of the current fleet is a result of years of neglect by senior management and poor procurement decisions, indicating historical mismanagement.
2. **Financial Uncertainty:** The plan lacks a fixed financial plan due to the urgency of replacements, making it challenging to allocate resources effectively.
3. **Limited Cost Clarity:** Some cost estimates in the plan are ambiguous, which could lead to uncertainty in budgeting and decision-making.

Opportunities:

1. **Market for Used Assets:** Selling older assets through public auction can potentially generate revenue to offset replacement costs.
2. **Diversification:** Exploring alternative vehicle options like Toyota Hilux and Land Cruisers from Westside Auto may improve fleet suitability and performance.
3. **Centralised Heavy Equipment:** Centralised storage and maintenance of heavy equipment in Tennant Creek can lead to more efficient deployment for various projects.
4. **Skilled Plant Operators:** Employing experienced plant operators can enhance machinery performance and reduce maintenance costs.

Threats:

1. **Budget Constraints:** Economic uncertainty and budget limitations may hinder the council's ability to fund the urgent vehicle requirements.
2. **Competition for Resources:** Limited financial resources may compete with other essential community needs and services.
3. **Technological Obsolescence:** Rapid advancements in technology may render some equipment and vehicles obsolete if not replaced promptly.
4. **Regulatory Compliance:** Ensuring compliance with Local Government Acts for asset disposal and procurement is critical and non-compliance could lead to legal issues.



A Commitment to Best Practices

At the core of our asset management approach is a dedication to adhering to the highest industry standards and best practices. We are setting rigorous standards, service levels, and a program that will be developed and executed by the BRC. In establishing these service levels, we have taken guidance from the Institute of Public Works and Engineering (IPWEA) and its nationally recognised Vehicle Management Manual, which serves as a benchmark and guide for optimal vehicle and plant management and replacement. Embracing these best practices ensures that we continue to meet the needs of our community effectively.

Addressing a Legacy of Neglect

It is crucial to acknowledge the challenges we face today, many of which are a direct result of past neglect and suboptimal procurement decisions. Our current fleet is a testament to this legacy, and its underperformance is a stark reminder of the importance of effective asset management. However, we are resolute in our commitment to addressing these issues head-on.

Leveraging Technological Advancements

The BRC is not immune to the benefits of technological advancement. Recently, we have introduced the Fleet Management System (FLEETIO) to comprehensively record and report vital information about each piece of our plant and equipment. This system covers a wide spectrum of data, including maintenance and service schedules, parts and labour costs, registration details, renewal expenses, and pertinent financial reporting. Additionally, the adoption of the Teletrac Navman Tracking System for monitoring our light vehicle fleet within communities has proven invaluable. This technology provides us with essential data for planned maintenance, work scheduling, determining fleet size and type, tracking vehicle locations and usage, including speed metrics, and, most importantly, ensuring the safety and security of our drivers.

Strategic Asset Management

At its core, asset management is a systematic process that guides us through the entire lifecycle of our assets, from acquisition to operation, maintenance, renewal, and, ultimately, disposal. The overarching objective is to maximise asset service delivery while prudently managing risks and associated costs. Our approach includes the formulation of a comprehensive Asset Management Policy, Asset Management Strategy, and Asset Management Plan, all designed to optimise value for money and align our assets with the standards and strategic objectives set by the BRC.



Key Benefits of our Asset Management Approach:

- **Optimised Resource Allocation:** By meticulously managing our assets, we can allocate resources more efficiently, ensuring that we have the right assets in the right places to meet service expectations.
- **Reduced Demand for New Assets:** Through improved integration of service and asset planning, we can reduce the need for constant acquisition of new assets, thereby saving costs in the long run.
- **Efficient Utilisation and Maintenance:** Our approach places a premium on efficient asset utilisation and proactive maintenance, ensuring that our existing assets are always in their best operational condition.
- **Timely Asset Disposal:** We understand the importance of disposing of assets at the right time, avoiding unnecessary costs and risks associated with aging equipment.
- **Risk Management:** We have developed strategies to manage the risks associated with critical assets, ensuring that service delivery remains uninterrupted even in challenging circumstances.

Governance and Management

Effective asset management is inextricably linked to good corporate governance and sound management practices. Governance responsibilities encompass strategic direction setting, consultation with stakeholders, oversight, policy formulation, and the establishment of robust accountability mechanisms. As the BRC, we are dedicated to ensuring compliance with all relevant Local Government Acts governing asset disposal and procurement. Furthermore, we hold ourselves to the highest standards of scrutiny and public accountability.

Evidence of Good Corporate Governance:

- **Informed Decision-Making:** Our policy and objective decisions are based on quality professional advice from our CEO and senior managers, ensuring that we are always well-informed.
- **Consultation and User-Centric Decisions:** We involve service users in the decision-making process, ensuring that our policies are aligned with service, risk, and cost levels.
- **Strategic Goals and Objectives:** Our asset management aligns with BRC's broader strategic goals and objectives, providing a strong foundation for service delivery.
- **Long-Term Integration:** We have successfully integrated long-term asset and financial management with the overarching strategic objectives of the BRC.
- **Anticipating Future Needs:** Our asset management approach includes forecasting future service delivery needs and assessing asset capacity in the short, medium, and long-term horizons.



Renewal Plan

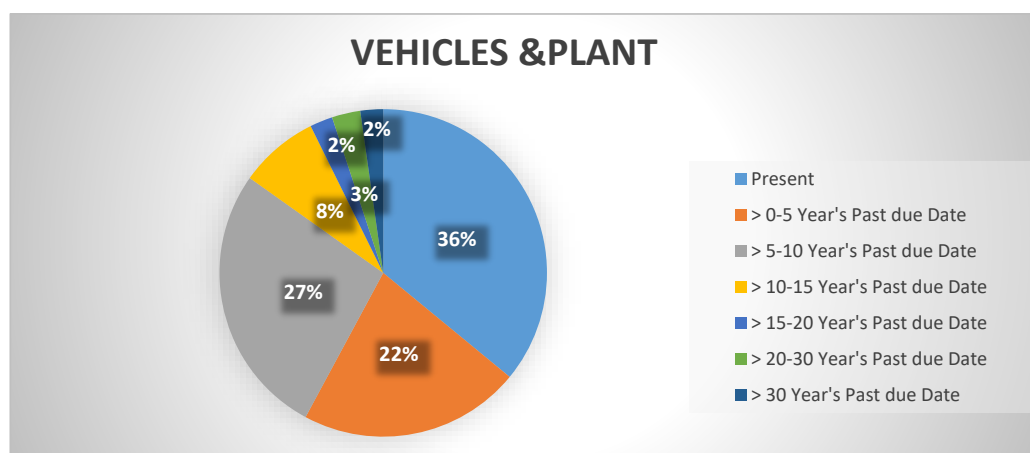
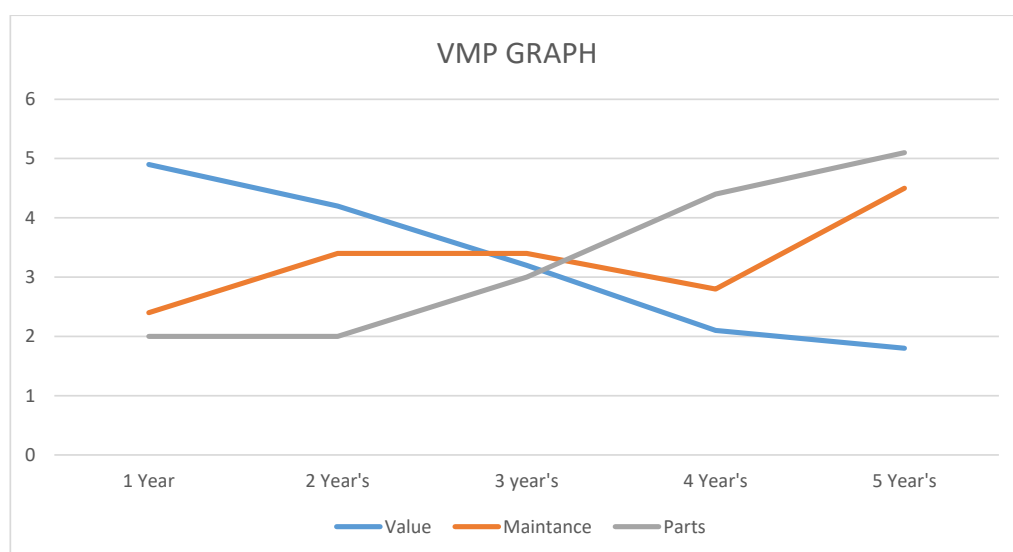
Our renewal plan forms an integral part of the overarching Fleet Plant and Equipment Management and Replacement Plan. It encompasses the systematic replacement program for the BRC's fleet and equipment, grounded in reference to the useful lives of assets outlined in the IPWEA plant and vehicle management manual. To inform our renewal decisions, we maintain an asset register that tracks asset age, engine hours, kilometres, and utilisation. This information allows us to make optimal decisions regarding asset renewal, ensuring that we maintain a fleet that is both cost-effective and efficient.

Group/Type	National Annual Benchmark Utilization Engine Hrs/Km Travelled	Optimum Replacement Timing	
		Years	KM/Hrs
Grader	1,000 Hrs	10	8,000 Hrs
Backhoe Loader	800 Hrs	7	5,000 Hrs
Loader	800 Hrs	8	8,000 Hrs
Skid Steer	700 Hrs	5	5,000 Hrs
Excavator (15tonne)	1,000 Hrs	10	8,000 Hrs
Excavator (8tonne)	800 Hrs	10	8,000 Hrs
Excavator (3.5tonne)	700 Hrs	8	5,000 Hrs
Heavy duty Truck (HR & HC)	35,000 Kms	8	500,000 Kms
Medium duty Truck (MR)	20,000 Kms	8	200,000 Kms
Light duty Truck (LR)	10,000 Kms	6	150,000 Kms
Rubber Tyre Roller	500 Hrs	10	5,000 Hrs
Vibrating Drum Roller	500 Hrs	8	5,000 Hrs
Mower Front Deck	500 Hrs	5	2,000 Hrs
Slasher Mower	500 Hrs	7	5,000 Hrs
Tractor (PTO Hrs)	800 Hrs	7	5,000 Hrs
Rear Lift Compactor	1,000Hrs	10	8,000 Hrs
Side Lift Compactor	25,000 Kms/1,700 Hrs	8	8,000 Hrs
Landfill compactor	1,000Hrs	10	8,000 Hrs
Landfill Wheel Loader	1,000Hrs	10	8,000 Hrs
Road Sweeper	*1,700 Hrs	8	8,000 Hrs
Car Park/Footpath Sweeper	*1,000 Hrs	8	5,000 Hrs
Woodchipper	800 Hrs	8	5,000 Hrs
Bus Mini	20,000 Kms	8	150,000 Kms
Cars & Utilities	20,000 Kms	5	120,000 Kms



Optimising Asset Replacement

Central to our asset management strategy is the optimisation of our asset replacement program. We recognise that the operational costs of assets tend to increase as their residual values decline due to factors such as depreciation and market fluctuations. To strike the right balance, we adhere to standardised replacement guidelines tailored to each class of asset. For instance, we consider replacing light vehicles at 120,000 kilometres or within fixed timeframes such as five years, while heavy vehicles may have replacement cycles of 8-10 years.





Addressing the Challenge of Light Vehicles

Our experience with transitioning from Toyota to Ford Rangers for our light vehicle fleet in 2016 has presented its share of challenges. The harsh conditions of the Barkly region have resulted in increased maintenance costs, prolonged lead times for parts sourcing, and extended downtimes for repairs. To mitigate these challenges, we are considering replacing these light vehicles as they approach the recommended end-of-life date of five years, in line with the practices of most other Northern Territory (NT) councils.

Exploring Viable Solutions

Presently, we have 45 Toyota light vehicles and 13 Ford Rangers that have surpassed their end-of-life date. Given the 18-month waiting period for Toyota replacements and the full payment requirement upon ordering, we are actively exploring alternative solutions. One potential approach is the acquisition of Toyota Hilux and Land Cruisers from Westside Auto in Perth, which offers mine-spec vehicles with low kilometres and full warranties. This may present a viable short-term solution to our immediate vehicle replacement needs.

Strategic Deployment of Plant and Equipment

In line with our commitment to improving service delivery across Tennant Creek, Elliott, and the surrounding communities, we are considering a strategic initiative. This initiative involves placing basic plant and equipment in each community, aligning their capabilities with the services they provide. The Director and Area Managers will play a pivotal role in determining the realistic requirements for each location. While basic plant equipment will be decentralised, heavy plant equipment will be centrally stored, serviced, and maintained in Tennant Creek. This centralisation will enable efficient deployment for scheduled project works across the region, including activities such as maintaining firebreaks, digging landfill pits, septic pump-outs, general works, and removing abandoned vehicles.

A Move Towards Preventative Maintenance

We recognise the inefficiencies of our current reactive approach to maintenance, such as clearing firebreaks only as bushfires approach or digging landfill pits when the existing pit is overflowing. To address this, we are committed to transitioning to a proactive and continual rotating planned operational basis. By doing so, we can enhance our operational efficiency and better serve the communities in our region.

Building Operator Competence

One of the key factors contributing to machine failure is the lack of operator experience and the ability to operate machinery in accordance with manufacturer specifications. To address this issue, we are considering the employment of three highly experienced plant operators for major works projects. These operators will be tasked with conducting daily pre-start inspections and maintenance checks to ensure that our machinery operates optimally.



Urgent Plant Requirements

Our immediate needs for plant equipment are substantial and are essential for maintaining service delivery standards. These requirements include:

- Prime Mover Hino 700 Series SS2848.
- Dozer Caterpillar D6. 2025
- Wheel Loader Caterpillar 950MZ x 2 (One for Tennant Creek Landfill)
- Motor Grader 14 Caterpillar.
- Street Sweeper. 2024
- Garbage Compactor. 2024
- Toyota Light Vehicles x 30
- Skid Steer Loader Cat 299D3 x 3
- Backhoe Cat 424 x 2
- Tip Truck Hino 300 Crew Cab x 3
- Excavator Cat 12 Ton 2025.

Cost Considerations

While we have provided cost estimates for these requirements, it is important to note that these prices may vary depending on whether new or used equipment in excellent condition is selected. The figures provided serve as a reference point for our financial planning, and our final decisions will be based on value for money and budgetary considerations.

• Prime Mover Hino 700 series SS 2848	235,000
• Dozer Caterpillar D6 (Used)	300,000
• Wheel Loader Caterpillar 950MZ X 2	770,000
• Motor Grader Caterpillar 14	400,000
• Street Sweeper	407,000
• Garbage Compactor	480,000
• Light Vehicles X 30	2,550,000
• Backhoe Cat 424 x 2	220,000
• Skid steer Loader x 3	150,000
• Tip Truck Hino 300 x 3	240,000
• Excavator Cat 12 Ton	145,000



Equipment to Be Sold

To facilitate our fleet renewal, we will be selling the following equipment:

- Ford Rangers: 13 units
- Toyota Hilux: 12 units
- Prime Mover: 1 unit
- Dozer D4: 3 units
- Wheel Loader: 1 unit
- Grader: 1 unit
- Skid Steer Loader: 3 units
- Backhoe: 2 units
- Street Sweeper: 1 unit
- Garbage Compactor: 2 units
- Tip Truck: 3 units

Conclusion

Ensuring a Sustainable Future

In closing, the Fleet Plant and Equipment Management and Replacement Plan for 2024-2029 reaffirms our unwavering commitment to effective asset management and the delivery of top-tier services. At present, the financial plan remains flexible due to the pressing need for plant and vehicle replacements outlined in this document. Without these essential replacements, we anticipate the imminent breakdown of services across the entire region, which would have a detrimental impact on our workshop staff, operators, area managers, and the broader workforce.

Through strategic planning, leveraging recent technological advancements, and embracing urgent asset replacement strategies, we are poised to secure the sustainability of our operations. Our aim is to continue providing the best possible services to our towns and communities. We recognise that this is a pivotal moment for our council, one that presents an opportunity to rectify past shortcomings and embark on a path of modernisation for our aging fleet and end-of-life plant and equipment. We are committed to meeting these challenges head-on with bold decisions and a resolute vision for the future.

Executive Summary

The Barkly Regional Council (BRC) is entrusted with delivering essential services to our communities, and we recognise the pivotal role that effective asset management plays in fulfilling this responsibility. The Fleet Plant and Equipment Management and Replacement Plan for 2024-2029 reflects our unwavering commitment to aligning our asset portfolio with the evolving needs of our region.

Rationale for Support

Our appeal for financial support is underpinned by several compelling reasons:

1. **Community Service:** As a board dedicated to the welfare of our communities, supporting this plan will directly enhance the quality and reliability of the essential services we provide to our constituents.
2. **Economic Prudence:** Investment in fleet and equipment renewal is not just an operational necessity but also an economically prudent decision. It helps reduce long-term operational costs and ensures the longevity of our assets.
3. **Legal Compliance:** Ensuring our fleet adheres to the highest industry standards and complies with relevant regulations is a legal requirement. Financial support will enable us to meet these obligations effectively.

The Plan in Focus

Strengths of Our Approach

Our approach to asset management carries several strengths that merit your support:

- **Commitment to Service Excellence:** We are unwavering in our commitment to delivering outstanding services to our communities.
- **Industry Best Practices:** By adhering to industry best practices, we not only raise operational standards but also enhance accountability.
- **Leveraging Technology:** Investment in technology like Fleet Management System (FLEETIO) and Teletrac Navman Tracking System equips us with real-time data for informed decision-making.
- **Addressing Urgent Needs:** We prioritise the replacement of urgent vehicle requirements, ensuring uninterrupted service delivery.

Addressing Past Neglect

Acknowledging historical neglect and past financial mismanagement, we are resolute in our commitment to rectify these issues. Your support is crucial in addressing these legacy challenges and ensuring a brighter future for the council.

Financial Support Required

We seek your financial support to facilitate the following key aspects of our plan:

1. **Asset Replacement:** Urgent replacement of vehicles and equipment to maintain service levels and reduce operational risks.
2. **Exploring Financial Options:** Outright purchase, Low Interest loan, Lease to buy, Hire purchase.
3. **Technology Integration:** Investment in advanced technologies for improved asset tracking, maintenance, and cost-efficiency.
4. **Centralised Storage:** Establishment of a centralised storage facility for heavy equipment to enhance deployment efficiency.
5. **Skilled Workforce:** Employment of skilled plant operators to optimise machinery performance and reduce maintenance costs.

Conclusion

In conclusion, your support for the Fleet Plant and Equipment Management and Replacement Plan is an investment in the present and future well-being of our communities. By embracing this plan, we ensure the continuity of essential services, compliance with industry standards, and the efficient utilisation of resources.

This pivotal moment calls for your visionary leadership and financial support to propel the Barkly Regional Council into a future of sustainable service excellence. We invite your questions and look forward to your support in making this plan a reality.

Thank you for your time and consideration.

Sincerely,

Peter Molloy

Fleet Manager

Barkly Regional Council

Operations Directorate Reports

11.3 Asset Disposal - Auction

Reference <Enter Ref here>
Author Brody Moore (Director of Operations & Remote Communities)

RECOMMENDATION

That Council accepts and notes the Asset Disposal Report.
 That Council approves of the Asset Disposal Auction proposal.

SUMMARY

As per the Local Government Act 2019, Guideline 4 – Assets

9. Authority to sell or dispose

9.1 Subject to the council's delegations, the recommendation to sell or dispose of any major asset must be approved by the council (or delegate) prior to sale or disposal.

9.2 The sale and disposal of assets must be in accordance with sound contracting principles and must be conducted in a fair, accountable and transparent manner that is capable of withstanding public scrutiny.

10. Method of sale and disposal

10.1 For an asset with a value of or above \$100 000, a council must sell the asset through use of one of the following methods: (a) public auction; (b) seeking public tenders; (c) a method listed under clause

10.3(c)-(g) that is approved by a resolution of the council and the resolution states the public interest reasons why that method is to be used; (d) a method that is otherwise required under law.

10.2 If the asset is sold under clause 10.1(c), the council must report what asset was sold, the method of sale and the reasons for that method in the annual report.

10.3 Subject to clause 10.1, a council may sell or dispose of an asset using any of the following methods: (a) public auction;

BACKGROUND

Due to the absence of a Barkly Regional Council Asset Disposal Policy (currently being drafted), coupled with ageing, unmaintained and uneconomical to repair vehicles and equipment – Council proposes to utilise online auction site Grays to list, manage and dispose of assets identified in attachment 1 and 2.

The listed assets have been assessed by BRC Mechanics and Fleet Manager and have been deemed uneconomic for repair and surplus to needs due to age, condition and suitability.

As permissible under the Local Government Act 2019, the online auction provides the potential for increased revenue due to reaching a wider audience than an internal or local tender process.

As per Local Government Act 2019 guidelines, disposed assets would be reported in the 2023/2024 Barkly Regional Council Annual Report.

ORGANISATIONAL RISK ASSESSMENT

To be provided upon ratification of asset disposal auction recommendation

BUDGET IMPLICATION

1. The proposed sale of identified assets for disposal has an approximate revenue of \$50,00-\$100,00 collectively
2. Revenue to be reinvested in new assets, plant and machinery
3. Utilisation of online auction services Grays comes at no cost to Barkly Regional Council, as their fees are based on percentage of sale price
4. No lost employee time managing an onerous public tender process

ISSUE/OPTIONS/CONSEQUENCES

Options;

Alternate auction services – Grays are experienced and an industry leader in online auctions and asset disposal, having previously been engaged by Barkly Regional Council.

Consequences;

No perceivable consequences with proceeding with the auction disposal, given this is at arm's length and process independent of Council

CONSULTATION & TIMING

Timing;


Proposed to commence online auction immediately

Consultation;

BRC Mechanics
BRC Fleet Manager
BRC Area Managers
Grays Auctions

ATTACHMENTS:


1. Auction List Asset Disposal 1 [11.3.1 - 48 pages]
2. Auction List Asset Disposal 2 [11.3.2 - 9 pages]

Lot	Description	Units	Start Price	Reserve	Increment	Condition	Warranty	State Or Country	GST Exempt	Buyer's Premium		Hero Picture
1	2008 Toyota Hilux Work Mate RWD Manual Ute <ul style="list-style-type: none">Body Type: UteNo. of Seats: 3No. of Doors: 2Build Date: 06/2008VIN: MR0CX12G200036184Registration Status: Sold Unregistered, Without PlatesEngine No: 2TR-FENo. of Cylinders: 4Engine Capacity: 2.7, 2694ccDrive Type: RWDTransmission: ManualIndicated Odometer Reading: Unknown Unable to readExterior Colour: WhiteInterior Colour: Grey General Condition for age and distance travelled: <ul style="list-style-type: none">Key: NoSpare Key: NoOwners Manual: No	1	9	\$0.00	100	USED	Please be advised that when purchasing a vehicle from auction you do not receive a Cooling-Off Period	Australia - NT	False			
	Premium									Bid Price		
	5%									\$40001 and Above		
	6%									\$30001 to \$40000		
	7%									\$10001 to \$30000		
	\$645									\$8001 to \$10000		
	\$630									\$5001 to \$8000		
	\$595									\$2001 to \$5000		
	\$395									\$0 to \$2000		

<ul style="list-style-type: none"> • Service History: Unknown • Engine Turns Over: Unknown, No Battery, No Key • Note: no keys, no battery, reported does not run <p>The below condition assessment is the opinion of our booking staff which may differ from your own opinion:</p> <ul style="list-style-type: none"> • Seats and Upholstery: Poor • Controls and Dash: Poor • Paint & Panel: Fair • Engine & Mechanical: Working Condition Unknown <p>Features:</p> <ul style="list-style-type: none"> • Power Steering • Tow Bar • Steel Tray <p>Location: Tennant Creek, NT 0860</p> <p>Motor Dealer Licence: MVD277714</p> <p>(SN:MR0CX12G200036184)</p>										
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	(878263-1)											
2	<div>2006 Toyota Land Cruiser 4WD Manual Ute</div> <div><ul style="list-style-type: none">Body Type: UteNo. of Seats: 3No. of Doors: 2Build Date: 03/2006VIN: JTELC71J800013398Registration Status: Sold Unregistered, Without PlatesEngine No: 1HD-FTENo. of Cylinders: 6Engine Capacity: 4164Fuel Type: Turbo DieselDrive Type: 4WDTransmission: ManualIndicated Odometer Reading: Unknown Unable to readExterior Colour: WhiteInterior Colour: Grey</div> <div>General Condition for age and distance travelled:</div> <div><ul style="list-style-type: none">Key: NoSpare Key: No</div>	1	9	\$0.00	100	USED	Please be advised that when purchasing a vehicle from auction you do not receive a Cooling-Off Period	Australia - NT	False			
										Premium	Bid Price	
										5%	\$40001 and Above	
										6%	\$30001 to \$40000	
										7%	\$10001 to \$30000	
										\$645	\$8001 to \$10000	
										\$630	\$5001 to \$8000	
										\$595	\$2001 to \$5000	
										\$395	\$0 to \$2000	


<ul style="list-style-type: none"> • Owners Manual: No • Service History: No • Engine Turns Over: Unknown, No battery • Does not run, overall in poor condition, door window glass missing <p>The below condition assessment is the opinion of our booking staff which may differ from your own opinion:</p> <ul style="list-style-type: none"> • Seats and Upholstery: Poor • Controls and Dash: Poor • Paint & Panel: Poor • Engine & Mechanical: Working Condition Unknown <p>Features:</p> <ul style="list-style-type: none"> • Air Conditioning • Bull Bar • Power Steering • Side Steps • Tow Bar <p>Location: Tennant Creek, NT 0860</p> <p>Motor Dealer Licence: MVD277714</p>											
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	(SN:JTELC71J800013398) (878263-2)											
3	2000 Mitsubishi Canter 500/600 Tray Body Truck 7 Seater <ul style="list-style-type: none">Registration Number: Sold unregistered, Without platesOdometer (Kms Showing): 215,688VIN: JMF6E647EOKJ40374Engine number: 4D33H37474Cab Type: Crew CabFuel Type: DieselTransmission Type: ManualSuspension Type: SpringGVM (kg): 4,495Colour (Exterior): WhiteColour (Interior): Grey FEATURES: <ul style="list-style-type: none">Power Steering, DAMAGE / OTHER COMMENTS:	1	9	\$0.00	100	USED		Australia - NT	False			
										Premium	Bid Price	
										9%	\$25001 and Above	
										11%	\$15001 to \$25000	
										16.50%	\$5001 to \$15000	
										22%	\$0 to \$5000	


<ul style="list-style-type: none"> Other Comments: Working Condition Unknown <p>CONDITION:</p> <ul style="list-style-type: none"> Engine Turnover: Unkown , No Battery Key: yes Spare Key: No Owner's Manual: No Service History: Unknown <p>Location: Tennant Creek, NT 0860</p> <p>Disclaimer: If a Registration Expiry is noted in the description, then the Vehicle's registration will expire on that date and Grays will not be responsible for renewing the registration. If such Registration Expiry is for a date that is before, during or on the date of the Sale or if no Registration Expiry is provided in the description, then the Vehicle will be sold unregistered with no plates. Sale is on As is Where is basis. No Statutory Warranty/Cooling off periods apply. Vehicle inspection is based on walk-around and start-up only and is the opinion of the Booking-In Officer. Sale description is a guide only as vehicle may have unsighted damage/issues. Full inspection is recommended.</p> <p>(SN:JMFFE647E0KJ40374)</p>										
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	(878263-3)											
4	<div>1988 Hino FF 4 x 2 Tipper Truck</div> <div><ul style="list-style-type: none">VIN: FF172L-10433Registration Number: Sold unregistered, Without platesAxle Config: 4 x 2Cab Type: Cab Over DayEngine Type: HinoFuel Type: DieselSuspension Type: SpringGVM (kg): 13,900Colour (Exterior): WhiteColour (Interior): Brown</div> <div>DAMAGE / OTHER COMMENTS:<ul style="list-style-type: none">Other Comments: Working Condition Unknown</div> <div>CONDITION:<ul style="list-style-type: none">Engine Turnover: Unkown, No BatteryKey: YesSpare Key: NoOwner`s Manual: No</div>	1	9	\$0.00	100	USED		Australia - NT	False			
										Premium	Bid Price	
										9%	\$25001 and Above	
										11%	\$15001 to \$25000	
										16.50%	\$5001 to \$15000	
										22%	\$0 to \$5000	

<ul style="list-style-type: none"> • Service History: Unknown <p>Location: Tennant Creek, NT 0860</p> <p>Disclaimer: If a Registration Expiry is noted in the description, then the Vehicle's registration will expire on that date and Grays will not be responsible for renewing the registration. If such Registration Expiry is for a date that is before, during or on the date of the Sale or if no Registration Expiry is provided in the description, then the Vehicle will be sold unregistered with no plates. Sale is on As is Where is basis. No Statutory Warranty/Cooling off periods apply. Vehicle inspection is based on walk-around and start-up only and is the opinion of the Booking-In Officer. Sale description is a guide only as vehicle may have unsighted damage/issues. Full inspection is recommended.</p> <p>(SN:FF172L-10433)</p> <p>(878263-4)</p>											

5	2004 Hino 4 x 2 Tipper Truck <ul style="list-style-type: none">VIN: JHFTA03H30001421Registration Number: Sold unregistered, Without platesOdometer (Kms Showing): UnknownAxle Config: 4 x 2Cab Type: Cab Over DayEngine Type: HinoFuel Type: DieselTransmission Type: ManualSuspension Type: SpringGVM (kg): 9,500GCM (kg): 9,000Colour (Exterior): WhiteColour (Interior): Grey <p>FEATURES:</p> <ul style="list-style-type: none">Air Conditioning, Power Steering, Power Windows, PTO, <p>CONDITION:</p> <ul style="list-style-type: none">Engine Turnover: Unkown, No BatteryKey: Yes	1	9	\$0.00	100	USED		Australia - NT	False			
	Premium									Bid Price		
	9%									\$25001 and Above		
	11%									\$15001 to \$25000		
	16.50%									\$5001 to \$15000		
	22%									\$0 to \$5000		


	<ul style="list-style-type: none"> • Spare Key: No • Owner`s Manual: No • Service History: Unknown <p>Location: Tennant Creek, NT 0860</p> <p>Disclaimer: If a Registration Expiry is noted in the description, then the Vehicle's registration will expire on that date and Grays will not be responsible for renewing the registration. If such Registration Expiry is for a date that is before, during or on the date of the Sale or if no Registration Expiry is provided in the description, then the Vehicle will be sold unregistered with no plates. Sale is on As is Where is basis. No Statutory Warranty/Cooling off periods apply. Vehicle inspection is based on walk-around and start-up only and is the opinion of the Booking-In Officer. Sale description is a guide only as vehicle may have unsighted damage/issues. Full inspection is recommended.</p> <p>(SN:JHFTA03H300001421)</p> <p>(878263-5)</p>										

6	Martins Trailer Parts Ahrns Handling Equipment Tandem Tipper Trailer <ul style="list-style-type: none">• P/N: A0118• Registration Number: Sold Unregistered, Without Plates• Axle Config: Tandem• ATM (kg): 10,000• Note x4 flat tyres, No spare• Approx size 4300 x 2200 mm <p>Location: Tennant Creek, NT 0860</p> <p>Disclaimer: If a Registration Expiry is noted in the description, then the Vehicle's registration will expire on that date and Grays will not be responsible for renewing the registration. If such Registration Expiry is for a date that is before, during or on the date of the Sale or if no Registration Expiry is provided in the description, then the Vehicle will be sold unregistered with no plates. Sale is on As is Where is basis. No Statutory Warranty/Cooling off periods apply. Vehicle inspection is based on walk-around and start-up only and is the opinion of the Booking-In Officer. Sale description is a guide only as vehicle may have unsighted damage/issues. Full inspection is recommended.</p> <p>(SN:A0118)</p>	1	9	\$0.00	100	USED		Australia - NT	False			
	Premium									Bid Price		
	9%									\$25001 and Above		
	11%									\$15001 to \$25000		
	16.50%									\$5001 to \$15000		
	22%									\$0 to \$5000		


	(878263-6)											
7	Assorted Slasher Attachments Details / Accessories: <ul style="list-style-type: none">Assorted 3 Point Slasher Attachments,Untested, Special Notes: Inspection Recommended Item condition is `Used`, please refer to Sale Terms tab for definition. Location: Tennant Creek, NT 0860 (878263-7)	1	9	\$0.00	10	USED		Australia - NT	False	Premium	Bid Price	
										9%	\$25001 and Above	
										11%	\$15001 to \$25000	
										16.50%	\$5001 to \$15000	
										22%	\$0 to \$5000	

8	Lightburn Bowl Mixer Details / Accessories: <ul style="list-style-type: none"> 1 x Lightburn Cement Bowl Mixer, With Kubota OHV 13HP Motor, Untested, Special Notes: Inspection Recommended Item condition is 'Used', please refer to Sale Terms tab for definition. Location: Tennant Creek, NT 0860 (878263-8)	1	9	\$0.00	10	USED		Australia - NT	False	Premium	Bid Price	
										9%	\$25001 and Above	
										11%	\$15001 to \$25000	
										16.50%	\$5001 to \$15000	
										22%	\$0 to \$5000	
9	Freighter Tandem Ablution Block Trailer <ul style="list-style-type: none"> VIN #1: UNKNOWN Axle Config: Tandem Suspension Type: Spring Sold Unregistered without plates Location: Tennant Creek, NT 0860 Disclaimer: If a Registration Expiry is noted in the description, then the Vehicle's registration will expire on that date and Grays will not be responsible	1	9	\$0.00	100	USED		Australia - NT	False	Premium	Bid Price	
										9%	\$25001 and Above	
										11%	\$15001 to \$25000	
										16.50%	\$5001 to \$15000	



	<p>for renewing the registration. If such Registration Expiry is for a date that is before, during or on the date of the Sale or if no Registration Expiry is provided in the description, then the Vehicle will be sold unregistered with no plates. Sale is on As is Where is basis. No Statutory Warranty/Cooling off periods apply. Vehicle inspection is based on walk-around and start-up only and is the opinion of the Booking-In Officer. Sale description is a guide only as vehicle may have unsighted damage/issues. Full inspection is recommended.</p> <p>(878263-9)</p>																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																					
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12	CAT 910 Wheel Loader	1	9	\$0.00	100	USED		Australia - NT	False	Premium	Bid Price	
	9%									\$25001 and Above		
	11%									\$15001 to \$25000		
	16.50%									\$5001 to \$15000		
	<ul style="list-style-type: none">PIN / Serial No 1: 80U82235G0510Hours (Showing): UNKNOWNUndercarriage Condition: Poor <p>Location: Tennant Creek, NT 0860</p> <p>If a Registration Expiry is noted in the description, then the Vehicle's registration will expire on that date</p>											

	and Grays will not be responsible for renewing the registration. If such Registration Expiry is for a date that is before, during or on the date of the Sale or if no Registration Expiry is provided in the description, then the Vehicle will be sold unregistered with no plates. Sale is on As is Where is basis. No Statutory Warranty/Cooling off periods apply. Vehicle inspection is based on walk-around and start-up only and is the opinion of the Booking-In Officer. Sale description is a guide only as vehicle may have unsighted damage/issues. Full inspection is recommended. (SN:80U82235G0510) (878263-12)									22%	\$0 to \$5000	
13	<p>Husqvarna WB535 Lawn Mowers</p> <p>Details / Accessories:</p> <ul style="list-style-type: none"> 3 x Husqvarna Lawn Mower, Untested, Inspection Recommended., <p>Item condition is 'Used', please refer to Sale Terms tab for definition.</p> <p>Location: Tennant Creek, NT 0860 (878263-13)</p>	1	9	\$0.00	10	USED		Australia - NT	False	Premium	Bid Price	
										22%	ANY PRICE	


14	Quantity of Lawn mowers Details / Accessories: <ul style="list-style-type: none"> • Comprising:, • Lawn Mowers x3 walk behind style • Untested, • Inspection Recommended., Item condition is 'Used', please refer to Sale Terms tab for definition. Location: Tennant Creek, NT 0860 (878263-14)	1	9	\$0.00	10	USED		Australia - NT	False			
										Premium	Bid Price	
										22%	ANY PRICE	


15	<div>Range of Assorted Items</div> <div>Details / Accessories:</div> <div><ul style="list-style-type: none">• Comprising:,• Pressure Washer, engine stand, pump and more,• Brands Include: ,• Briggs and Stratton,• Untested,• Inspection Recommended.,</div> <div>Item condition is `Used`, please refer to Sale Terms tab for definition.</div> <div>Location: Tennant Creek, NT 0860</div> <div>(878263-15)</div>	1	9	\$0.00	10	USED		Australia - NT	False	<table><tr><td>Premium</td><td>Bid Price</td></tr><tr><td>22%</td><td>ANY PRICE</td></tr></table>	Premium	Bid Price	22%	ANY PRICE	
Premium	Bid Price														
22%	ANY PRICE														


16	<div>Mini walk behind Trencher</div> <div>Details / Accessories:</div> <div><ul style="list-style-type: none">1 x Trencher,Pull start fuel driven motorUntested,Inspection Recommended.,</div> <div>Item condition is `Used`, please refer to Sale Terms tab for definition.</div> <div>Location: Tennant Creek, NT 0860</div> <div>(878263-16)</div>	1	9	\$0.00	10	USED		Australia - NT	False	<table><tr><td>Premium</td><td>Bid Price</td></tr><tr><td>22%</td><td>ANY PRICE</td></tr></table>	Premium	Bid Price	22%	ANY PRICE					
Premium	Bid Price																		
22%	ANY PRICE																		
17	<div>2011 Toyota Land Cruiser 79 AX 4WD Ute</div> <div><ul style="list-style-type: none">Body Type: UteNo. of Seats: 3No. of Doors: 2Compliance Date: 07/2011VIN: JTELV71J400021234Registration Status: Sold Unregistered, Without PlatesNo. of Cylinders: V8</div>	1	9	\$0.00	100	USED	Please be advised that when purchasing a vehicle from auction you do not receive a Cooling-Off Period	Australia - NT	False	<table><tr><td>Premium</td><td>Bid Price</td></tr><tr><td>5%</td><td>\$40001 and Above</td></tr><tr><td>6%</td><td>\$30001 to \$40000</td></tr><tr><td>7%</td><td>\$10001 to \$30000</td></tr></table>	Premium	Bid Price	5%	\$40001 and Above	6%	\$30001 to \$40000	7%	\$10001 to \$30000	
Premium	Bid Price																		
5%	\$40001 and Above																		
6%	\$30001 to \$40000																		
7%	\$10001 to \$30000																		

<ul style="list-style-type: none">• Engine Capacity: 4.5L• Fuel Type: Diesel• Drive Type: 4WD• Indicated Odometer Reading: 142,642 Kms• Exterior Colour: Silver• Interior Colour: Grey <p>General Condition for age and distance travelled:</p> <ul style="list-style-type: none">• Key: Yes• Spare Key: No• Owners Manual: No• Service History: Unknown• Engine Turns Over: Unkown (No Battery)• Seats and Upholstery: Fair• Controls and Dash: Poor• Paint & Panel: Fair <p>Features:</p> <ul style="list-style-type: none">• Air Conditioning• ABS Brakes• Side Steps• Snorkel• Tow Bar• Alloy Wheels• Bull Bar									<table><tr><td>\$645</td><td>\$8001 to \$10000</td></tr><tr><td>\$630</td><td>\$5001 to \$8000</td></tr><tr><td>\$595</td><td>\$2001 to \$5000</td></tr><tr><td>\$395</td><td>\$0 to \$2000</td></tr></table>	\$645	\$8001 to \$10000	\$630	\$5001 to \$8000	\$595	\$2001 to \$5000	\$395	\$0 to \$2000
\$645	\$8001 to \$10000																
\$630	\$5001 to \$8000																
\$595	\$2001 to \$5000																
\$395	\$0 to \$2000																


<ul style="list-style-type: none"> • Drivers Airbag <p>Location: Tennant Creek, NT 0860</p> <p>Motor Dealer Licence: MVD277714</p> <p>If a Registration Expiry is noted in the description, then the Vehicle's registration will expire on that date and Grays will not be responsible for renewing the registration. If such Registration Expiry is for a date that is before, during or on the date of the Sale or if no Registration Expiry is provided in the description, then the Vehicle will be sold unregistered with no plates. Sale is on As is Where is basis. No Statutory Warranty/Cooling off periods apply. Vehicle inspection is based on walk-around and start-up only and is the opinion of the Booking-In Officer. Sale description is a guide only as vehicle may have unsighted damage/issues. Full inspection is recommended.</p> <p>(SN:JTELV71J400021234)</p> <p>(878263-17)</p>										


18	<p>Single Box 6 x 4 Trade Trailer</p> <ul style="list-style-type: none">VIN #1: UNKNOWNRegistration Number: Sold Unregistered without platesRegistration Expiry: EX N.T RegoAxle Config: SingleSuspension Type: Spring <p>FEATURES:</p> <p>Location: Tennant Creek, NT 0860</p> <p>Disclaimer:</p> <p>If a Registration Expiry is noted in the description, then the Vehicle's registration will expire on that date and Grays will not be responsible for renewing the registration. If such Registration Expiry is for a date that is before, during or on the date of the Sale or if no Registration Expiry is provided in the description, then the Vehicle will be sold unregistered with no plates. Sale is on As is Where is basis. No Statutory Warranty/Cooling off periods apply. Vehicle inspection is based on walk-around and start-up only and is the opinion of the Booking-In Officer. Sale description is a guide only as vehicle may have unsighted damage/issues. Full inspection is recommended.</p>	1	9	\$0.00	100	USED		Australia - NT	False			
	Premium									Bid Price		
	9%									\$25001 and Above		
	11%									\$15001 to \$25000		
	16.50%									\$5001 to \$15000		
	22%									\$0 to \$5000		

	(SN:UNKNOWN) (878263-18)																			
19	<p>2018 Dual Axel Trailer</p> <ul style="list-style-type: none">VIN #1: 6T9T20NT0J187C001Axle Config: TandemSuspension Type: SpringATM (kg): 1,990Alice HosetechSold Unregistered without plates <p>FEATURES:</p> <p>Location: Tennant Creek, NT 0860</p> <p>Disclaimer:</p> <p>If a Registration Expiry is noted in the description, then the Vehicle's registration will expire on that date and Grays will not be responsible for renewing the registration. If such Registration Expiry is for a date that is before, during or on the date of the Sale or if no Registration Expiry is provided in the description, then the Vehicle will be sold unregistered with no plates. Sale is on As is Where is basis. No Statutory Warranty/Cooling off periods apply. Vehicle inspection is based on walk-around and start-up only and is the opinion of the</p>	1	9	\$0.00	100	USED		Australia - NT	False	<table><tr><td>Premium</td><td>Bid Price</td></tr><tr><td>9%</td><td>\$25001 and Above</td></tr><tr><td>11%</td><td>\$15001 to \$25000</td></tr><tr><td>16.50%</td><td>\$5001 to \$15000</td></tr><tr><td>22%</td><td>\$0 to \$5000</td></tr></table> 	Premium	Bid Price	9%	\$25001 and Above	11%	\$15001 to \$25000	16.50%	\$5001 to \$15000	22%	\$0 to \$5000
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22%	\$0 to \$5000																			

	<div>Booking-In Officer. Sale description is a guide only as vehicle may have unsighted damage/issues. Full inspection is recommended.</div> <div>(SN:6T9T20NT0J187C001)</div> <div>(878263-19)</div>																				
20	<div>Tandem Fire Fighting Trailer 1200 Ltr Capacity</div> <div><ul style="list-style-type: none">VIN #1: UNKNOWNGalv tandem axle box trailerwith firefighting unit fittedHeatseeker fibreglass tankRegistration Number: H7361Registration Expiry: EX N.T Rego, Sold Unregistered without platesAxle Config: Tandem</div> <div>FEATURES:</div> <div>Location: Tennant Creek, NT 0860</div> <div>Disclaimer:</div>	1	9	\$0.00	100	USED		Australia - NT	False	<table><tr><td>Premium</td><td>Bid Price</td></tr><tr><td>9%</td><td>\$25001 and Above</td></tr><tr><td>11%</td><td>\$15001 to \$25000</td></tr><tr><td>16.50%</td><td>\$5001 to \$15000</td></tr><tr><td>22%</td><td>\$0 to \$5000</td></tr></table>	Premium	Bid Price	9%	\$25001 and Above	11%	\$15001 to \$25000	16.50%	\$5001 to \$15000	22%	\$0 to \$5000	
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21	Tandem Fire Fighting Trailer <ul style="list-style-type: none">VIN #1: UNKNOWNTandem axle box trailerwith Tank and fuel driven engine and pump fittedSuspension Type: SpringRegistration Expiry: EX N.T Rego, Sold Unregistered without plates	1	9	\$0.00	100	USED	Australia - NT	False			
	FEATURES:								Premium	Bid Price	
	Location: Tennant Creek, NT 0860								9%	\$25001 and Above	
	Disclaimer:								11%	\$15001 to \$25000	
	If a Registration Expiry is noted in the description, then the Vehicle's registration will expire on that date and Grays will not be responsible for renewing the registration. If such Registration Expiry is for a date that is before, during or on the date of the Sale or if no Registration Expiry is provided in the description, then the Vehicle will be sold unregistered with no plates. Sale is on As is Where is basis. No Statutory Warranty/Cooling off periods apply. Vehicle inspection is based on walk-around and start-up only and is the opinion of the Booking-In Officer. Sale description is a guide only as vehicle may have unsighted damage/issues. Full inspection is recommended.								16.50%	\$5001 to \$15000	
									22%	\$0 to \$5000	

	(SN:UNKNOWN) (878263-21)																				
22	<div>Single axle Box Trailer</div> <div><ul style="list-style-type: none">Set up as firefighting UnitRemovable water tank/and pumpVIN #1: UNKNOWN (VIN partially missing)Registration Expiry: EX N.T Rego, Sold Unregistered without platesAxle Config: SingleSuspension Type: SpringBoth Tyres Blown out and flat, no sparewater tank dimensions 850w x 900h x 1140 L mmTrailer approx size 3700L x 1800w mmNOTE: some rust in tank base, refer photos</div> <div>FEATURES:</div>	1	9	\$0.00	100	USED		Australia - NT	False	<table><tr><td>Premium</td><td>Bid Price</td></tr><tr><td>9%</td><td>\$25001 and Above</td></tr><tr><td>11%</td><td>\$15001 to \$25000</td></tr><tr><td>16.50%</td><td>\$5001 to \$15000</td></tr><tr><td>22%</td><td>\$0 to \$5000</td></tr></table>	Premium	Bid Price	9%	\$25001 and Above	11%	\$15001 to \$25000	16.50%	\$5001 to \$15000	22%	\$0 to \$5000	
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9%	\$25001 and Above																				
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<p>Location: Tennant Creek, NT 0860</p> <p>Disclaimer:</p> <p>If a Registration Expiry is noted in the description, then the Vehicle's registration will expire on that date and Grays will not be responsible for renewing the registration. If such Registration Expiry is for a date that is before, during or on the date of the Sale or if no Registration Expiry is provided in the description, then the Vehicle will be sold unregistered with no plates. Sale is on As is Where is basis. No Statutory Warranty/Cooling off periods apply. Vehicle inspection is based on walk-around and start-up only and is the opinion of the Booking-In Officer. Sale description is a guide only as vehicle may have unsighted damage/issues. Full inspection is recommended.</p> <p>(SN:UNKNOWN)</p> <p>(878263-22)</p>										
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23

Trade Trailer Tandem Box Trailer

- VIN #1: UNKNOWN, unreadable
- Registration Number: H7705
- Registration Expiry: EX N.T Rego, Sold Unregistered without plates
- Axle Config: Tandem
- Suspension Type: Spring

FEATURES:

- Spare Tyre Carrier, Spare Tyre,

Location: Tennant Creek, NT 0860

Disclaimer:

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1

9

\$0.00


100

USED

Australia - NT



False


Premium	Bid Price
9%	\$25001 and Above
11%	\$15001 to \$25000
16.50%	\$5001 to \$15000
22%	\$0 to \$5000




	<div>Booking-In Officer. Sale description is a guide only as vehicle may have unsighted damage/issues. Full inspection is recommended.</div> <div>(SN:UNKNOWN)</div> <div>(878263-23)</div>																				
24	<div>Single Box Trailer</div> <div><div><div></div><div></div><div></div><div></div><div></div><div></div></div><div><div>Enclosed tradie or camping Trailer</div><div>VIN #1: UNKNOWN, Unreadable</div><div>Registration Expiry: EX N.T Rego F9400, Sold Unregistered without plates</div><div>Axle Config: Single</div><div>Suspension Type: Spring</div></div></div> <div>FEATURES:</div> <div><div><div></div><div></div><div></div><div></div><div></div><div></div></div><div><div>Spare Tyre Carrier, Spare Tyre,</div></div></div> <div>DAMAGE / OTHER COMMENTS:</div> <div><div><div></div><div></div><div></div><div></div><div></div><div></div></div><div><div>Other Comments: Vin Unreadable Ex N.T Rego F9400</div></div></div>	1	9	\$0.00	100	USED		Australia - NT	False	<table><tr><td>Premium</td><td>Bid Price</td></tr><tr><td>9%</td><td>\$25001 and Above</td></tr><tr><td>11%</td><td>\$15001 to \$25000</td></tr><tr><td>16.50%</td><td>\$5001 to \$15000</td></tr><tr><td>22%</td><td>\$0 to \$5000</td></tr></table>	Premium	Bid Price	9%	\$25001 and Above	11%	\$15001 to \$25000	16.50%	\$5001 to \$15000	22%	\$0 to \$5000	
Premium	Bid Price																				
9%	\$25001 and Above																				
11%	\$15001 to \$25000																				
16.50%	\$5001 to \$15000																				
22%	\$0 to \$5000																				

<ul style="list-style-type: none"> Approx size: 4500L x 2200W mm <p>Location:Tennant Creek, NT 0860</p> <p>Disclaimer:</p> <p>If a Registration Expiry is noted in the description, then the Vehicle's registration will expire on that date and Grays will not be responsible for renewing the registration. If such Registration Expiry is for a date that is before, during or on the date of the Sale or if no Registration Expiry is provided in the description, then the Vehicle will be sold unregistered with no plates. Sale is on As is Where is basis. No Statutory Warranty/Cooling off periods apply. Vehicle inspection is based on walk-around and start-up only and is the opinion of the Booking-In Officer. Sale description is a guide only as vehicle may have unsighted damage/issues. Full inspection is recommended.</p> <p>(SN:UNKNOWN)</p> <p>(878263-24)</p>											
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25	<div>3 x Cement Bowl Mixesr</div> <div>Details / Accessories:</div> <div><ul style="list-style-type: none">Pull start fuel driven motors (Robin and Honda)Untetsted,Inspection Recommended.,</div> <div>Item condition is `Used`, please refer to Sale Terms tab for definition.</div> <div>Location: Tennant Creek, NT 0860</div> <div>(878263-25)</div>	1	9	\$0.00	10	USED		Australia - NT	False	<table><tr><td>Premium</td><td>Bid Price</td></tr><tr><td>22%</td><td>ANY PRICE</td></tr></table>	Premium	Bid Price	22%	ANY PRICE					
Premium	Bid Price																		
22%	ANY PRICE																		
26	<div>Manual Press</div> <div>Details / Accessories:</div> <div><ul style="list-style-type: none">1 x Millers Falls Worker,Manual Press,Inspection Recommended.,</div> <div>Item condition is `Used`, please refer to Sale Terms tab for definition.</div> <div>Location: Tennant Creek, NT 0860</div> <div>(878263-26)</div>	1	9	\$0.00	10	USED		Australia - NT	False	<table><tr><td>Premium</td><td>Bid Price</td></tr><tr><td>9%</td><td>\$25001 and Above</td></tr><tr><td>11%</td><td>\$15001 to \$25000</td></tr><tr><td>16.50%</td><td>\$5001 to \$15000</td></tr></table>	Premium	Bid Price	9%	\$25001 and Above	11%	\$15001 to \$25000	16.50%	\$5001 to \$15000	
Premium	Bid Price																		
9%	\$25001 and Above																		
11%	\$15001 to \$25000																		
16.50%	\$5001 to \$15000																		

											22%	\$0 to \$5000									
27	<div>2010 Hino FG1J 500 4 x 2 Compactor</div> <div><ul style="list-style-type: none">VIN: JHDFG8JGKXXX12034Axle Config: 4 x 2Cab Type: Cab Over DayFuel Type: DieselTransmission Type: AutomaticSuspension Type: Air BagGVM (kg): 15,100GCM (kg): 15,100Colour (Exterior): WhiteColour (Interior): GreyRims: 10 Stud</div> <div>FEATURES:</div> <div><ul style="list-style-type: none">Air Conditioning, Bull Bar, Power Steering, Power Windows, Dual Steer,</div> <div>DAMAGE / OTHER COMMENTS:</div>	1	9	\$0.00	100	USED		Australia - NT	False	<table><tr><td>Premium</td><td>Bid Price</td></tr><tr><td>9%</td><td>\$25001 and Above</td></tr><tr><td>11%</td><td>\$15001 to \$25000</td></tr><tr><td>16.50%</td><td>\$5001 to \$15000</td></tr><tr><td>22%</td><td>\$0 to \$5000</td></tr></table>	Premium	Bid Price	9%	\$25001 and Above	11%	\$15001 to \$25000	16.50%	\$5001 to \$15000	22%	\$0 to \$5000	
Premium	Bid Price																				
9%	\$25001 and Above																				
11%	\$15001 to \$25000																				
16.50%	\$5001 to \$15000																				
22%	\$0 to \$5000																				

<ul style="list-style-type: none"> • Other Comments: Unknown Running Condition. <p>CONDITION:</p> <ul style="list-style-type: none"> • Running Condition: Unknown , No Battery • Key: No • Spare Key: No • Owner's Manual: No • Service History: Unknown • Sold Unregistered without plates <p>Location: Tennant Creek, NT 0860</p> <p>Disclaimer: If a Registration Expiry is noted in the description, then the Vehicle's registration will expire on that date and Grays will not be responsible for renewing the registration. If such Registration Expiry is for a date that is before, during or on the date of the Sale or if no Registration Expiry is provided in the description, then the Vehicle will be sold unregistered with no plates. Sale is on As is Where is basis. No Statutory Warranty/Cooling off periods apply. Vehicle inspection is based on walk-around and start-up only and is the opinion of the Booking-In Officer. Sale description is a guide only as vehicle may have unsighted damage/issues. Full inspection is recommended.</p>										
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	(SN:JHDFG8JGKXXX12034) (878263-27)																				
28	<div>2002 Hino FM1J 6 x 4 Tipper Truck with water cart tank and pump</div> <div><ul style="list-style-type: none">VIN: JHDFM1JRLXXX10260Axle Config: 6 x 4Cab Type: Cab Over DayFuel Type: DieselSuspension Type: Air BagGVM (kg): 23,000GCM (kg): 23,000Colour (Exterior): WhiteColour (Interior): GreyRims: 10 Stud</div> <div>FEATURES:<ul style="list-style-type: none">Air Conditioning, Power Steering, Ringfeder,</div> <div>DAMAGE / OTHER COMMENTS:<ul style="list-style-type: none">Other Comments: Unknown Working Condition</div>	1	9	\$0.00	100	USED		Australia - NT	False	<table><tr><td>Premium</td><td>Bid Price</td></tr><tr><td>9%</td><td>\$25001 and Above</td></tr><tr><td>11%</td><td>\$15001 to \$25000</td></tr><tr><td>16.50%</td><td>\$5001 to \$15000</td></tr><tr><td>22%</td><td>\$0 to \$5000</td></tr></table>	Premium	Bid Price	9%	\$25001 and Above	11%	\$15001 to \$25000	16.50%	\$5001 to \$15000	22%	\$0 to \$5000	
Premium	Bid Price																				
9%	\$25001 and Above																				
11%	\$15001 to \$25000																				
16.50%	\$5001 to \$15000																				
22%	\$0 to \$5000																				


<p>CONDITION:</p> <ul style="list-style-type: none"> • Running Condition: No • Key: No • Spare Key: No • Owner's Manual: No • Service History: Unknown • Sold Unregistered without plates <p>Location: Tennant Creek, NT 0860</p> <p>Disclaimer: If a Registration Expiry is noted in the description, then the Vehicle's registration will expire on that date and Grays will not be responsible for renewing the registration. If such Registration Expiry is for a date that is before, during or on the date of the Sale or if no Registration Expiry is provided in the description, then the Vehicle will be sold unregistered with no plates. Sale is on As is Where is basis. No Statutory Warranty/Cooling off periods apply. Vehicle inspection is based on walk-around and start-up only and is the opinion of the Booking-In Officer. Sale description is a guide only as vehicle may have unsighted damage/issues. Full inspection is recommended.</p> <p>(SN:JHDFM1JRLXXX10260)</p> <p>(878263-28)</p>										

29	2006 Isuzu N5 NPR 4 x 2 Tipper Truck <ul style="list-style-type: none">VIN: JAANPR75L57102077Axle Config: 4 x 2Cab Type: Crew CabFuel Type: DieselSuspension Type: SpringGVM (kg): 4,490Colour (Exterior): WhiteColour (Interior): GreyRims: 6 Stud	1	9	\$0.00	100	USED		Australia - NT	False			
	Premium									Bid Price		
	9%									\$25001 and Above		
	11%									\$15001 to \$25000		
	16.50%									\$5001 to \$15000		
DAMAGE / OTHER COMMENTS:											22%	\$0 to \$5000
FEATURES:												
<ul style="list-style-type: none">Air Conditioning, Power Steering, Power Windows, PTO												
DAMAGE / OTHER COMMENTS:												
<ul style="list-style-type: none">Other Comments: Unknown Working Condition												
CONDITION:												
<ul style="list-style-type: none">Running Condition: Unkown, No BatteryKey: YesSpare Key: NoOwner's Manual: No												

<ul style="list-style-type: none"> • Service History: Unknown • Sold Unregistered without plates <p>Location: Tennant Creek, NT 0860</p> <p>Disclaimer: If a Registration Expiry is noted in the description, then the Vehicle's registration will expire on that date and Grays will not be responsible for renewing the registration. If such Registration Expiry is for a date that is before, during or on the date of the Sale or if no Registration Expiry is provided in the description, then the Vehicle will be sold unregistered with no plates. Sale is on As is Where is basis. No Statutory Warranty/Cooling off periods apply. Vehicle inspection is based on walk-around and start-up only and is the opinion of the Booking-In Officer. Sale description is a guide only as vehicle may have unsighted damage/issues. Full inspection is recommended.</p> <p>(SN:JAANPR75L57102077)</p> <p>(878263-29)</p>										


31	<p>Toyota Hilux 4WD Automatic Dual Cab Chassis</p> <ul style="list-style-type: none">Body Type: Dual Cab ChassisNo. of Seats: 5No. of Doors: 4Build Date: 10/2008VIN: MR0FZ22G401021497Registration Status: Sold Unregistered, Without PlatesNo. of Cylinders: 4Engine Capacity: 2982ccFuel Type: DieselDrive Type: 4WDTransmission: AutomaticOdometer Measurement: Unable to ReadExterior Colour: WhiteInterior Colour: Grey <p>General Condition for age and distance travelled:</p> <ul style="list-style-type: none">Key: YesSpare Key: NoOwners Manual: NoService History: No	1	9	\$0.00	100	USED	Please be advised that when purchasing a vehicle from auction you do not receive a Cooling-Off Period	Australia - NT	False			
										Premium	Bid Price	
										5%	\$40001 and Above	
										6%	\$30001 to \$40000	
										7%	\$10001 to \$30000	
										\$645	\$8001 to \$10000	
										\$630	\$5001 to \$8000	
										\$595	\$2001 to \$5000	
										\$395	\$0 to \$2000	

<ul style="list-style-type: none"> • Engine Turns Over: Unknown, No battery <p>The below condition assessment is the opinion of our booking staff which may differ from your own opinion:</p> <ul style="list-style-type: none"> • Seats and Upholstery: Poor • Controls and Dash: Fair • Paint & Panel: Fair <p>Features:</p> <ul style="list-style-type: none"> • Air Conditioning (untested) • Bull Bar • CD Player • Drivers Airbag • Electric Windows • Power Steering • Side Steps • Tow Bar <p>Location: Northern Territory : Tennant Creek</p> <p>Motor Dealer Licence: MVD277714</p> <p>If a Registration Expiry is noted in the description, then the Vehicle's registration will expire on that date and Grays will not be responsible for renewing the registration. If such</p>											
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	<p>Registration Expiry is for a date that is before, during or on the date of the Sale or if no Registration Expiry is provided in the description, then the Vehicle will be sold unregistered with no plates. Sale is on As is Where is basis. No Statutory Warranty/Cooling off periods apply. Vehicle inspection is based on walk-around and start-up only and is the opinion of the Booking-In Officer. Sale description is a guide only as vehicle may have unsighted damage/issues. Full inspection is recommended.</p> <p>(SN:MR0FZ22G401021497)</p> <p>(878263-31)</p>																		
32	<p>Toyota Hilux Workmate RWD Manual Ute</p> <ul style="list-style-type: none">• Body Type: Ute• No. of Seats: 3• No. of Door: 2• Build Date: 05/2009• VIN: MR0CX126700045978• Registration State: Ex NT• Registration Status: Sold Unregistered, Without Plates• No. of Cylinders: 4• Engine Capacity: 2.7	1	9	\$0.00	100	USED	Please be advised that when purchasing a vehicle from auction you do not receive a Cooling-Off Period	Australia - NT	False	<table><tr><td>Premium</td><td>Bid Price</td></tr><tr><td>5%</td><td>\$40001 and Above</td></tr><tr><td>6%</td><td>\$30001 to \$40000</td></tr><tr><td>7%</td><td>\$10001 to \$30000</td></tr></table>	Premium	Bid Price	5%	\$40001 and Above	6%	\$30001 to \$40000	7%	\$10001 to \$30000	
Premium	Bid Price																		
5%	\$40001 and Above																		
6%	\$30001 to \$40000																		
7%	\$10001 to \$30000																		


<ul style="list-style-type: none">Fuel Type: DieselDrive Type: RWDTransmission: ManualOdometer Measurement: Unable to Read <p>General Condition for age and distance travelled:</p> <ul style="list-style-type: none">Key: YesSpare Key: NoOwners Manual: NoService History: NoEngine Turns Over: Unknown, No battery <p>The below condition assessment is the opinion of our booking staff which may differ from your own opinion:</p> <ul style="list-style-type: none">Seats and Upholstery: FairControls and Dash: FairPaint & Panel: Fair <p>Features:</p> <ul style="list-style-type: none">UntestedCD PlayerDrivers AirbagPower Steering									<table><tr><td>\$645</td><td>\$8001 to \$10000</td></tr><tr><td>\$630</td><td>\$5001 to \$8000</td></tr><tr><td>\$595</td><td>\$2001 to \$5000</td></tr><tr><td>\$395</td><td>\$0 to \$2000</td></tr></table>	\$645	\$8001 to \$10000	\$630	\$5001 to \$8000	\$595	\$2001 to \$5000	\$395	\$0 to \$2000
\$645	\$8001 to \$10000																
\$630	\$5001 to \$8000																
\$595	\$2001 to \$5000																
\$395	\$0 to \$2000																


	<ul style="list-style-type: none"> • Tow Bar <p>Location: Northern Territory : Tennant Creek</p> <p>Motor Dealer Licence: MVD277714</p> <p>If a Registration Expiry is noted in the description, then the Vehicle's registration will expire on that date and Grays will not be responsible for renewing the registration. If such Registration Expiry is for a date that is before, during or on the date of the Sale or if no Registration Expiry is provided in the description, then the Vehicle will be sold unregistered with no plates. Sale is on As is Where is basis. No Statutory Warranty/Cooling off periods apply. Vehicle inspection is based on walk-around and start-up only and is the opinion of the Booking-In Officer. Sale description is a guide only as vehicle may have unsighted damage/issues. Full inspection is recommended.</p> <p>(SN:MR0CX126700045978)</p> <p>(878263-32)</p>													

33	Mazda Bravo Manual Ute	1	9	\$0.00	100	USED	Please be advised that when purchasing a vehicle from auction you do not receive a Cooling-Off Period	Australia - NT	False			
	<ul style="list-style-type: none">Body Type: UteNo. of Seats: 3No. of Doors: 2Build Date: 06/2006VIN: MM0UNY0W200429115Registration Status: Sold Unregistered, Without PlatesNo. of Cylinders: 4Fuel Type: DieselTransmission: ManualOdometer Measurement: Unable to Read									Premium	Bid Price	
										5%	\$40001 and Above	
										6%	\$30001 to \$40000	
										7%	\$10001 to \$30000	
	General Condition for age and distance travelled:									\$645	\$8001 to \$10000	
	<ul style="list-style-type: none">Key: NoSpare Key: NoOwners Manual: NoService History: NoEngine Turns Over: Untested, No key									\$630	\$5001 to \$8000	
										\$595	\$2001 to \$5000	
	The below condition assessment is the opinion of our booking staff which may differ from your own opinion:									\$395	\$0 to \$2000	



<ul style="list-style-type: none"> • Seats and Upholstery: Fair • Controls and Dash: Fair • Paint & Panel: Fair • Exterior: Does not include items in tray. Items to be removed; <p>Features:</p> <ul style="list-style-type: none"> • Air Conditioning (Untested) • CD Player • Power Steering <p>Location: Northern Territory : Tennant Creek</p> <p>Motor Dealer Licence: MVD277714</p> <p>If a Registration Expiry is noted in the description, then the Vehicle's registration will expire on that date and Grays will not be responsible for renewing the registration. If such Registration Expiry is for a date that is before, during or on the date of the Sale or if no Registration Expiry is provided in the description, then the Vehicle will be sold unregistered with no plates. Sale is on As is Where is basis. No Statutory Warranty/Cooling off periods apply. Vehicle inspection is based on walk-around and start-up only and is the opinion of the Booking-In Officer. Sale description is a guide only as vehicle may have</p>											
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	<div>unsighted damage/issues. Full inspection is recommended.</div> <div>(SN:MM0UNY0W200429115)</div> <div>(878263-33)</div>																			
34	<div>2007 John Deere 5303 Front End Loader Tractor</div> <div><div><div>Serial No: W00512D011681</div></div></div> <div>Details / Accessories:</div> <div><div><div>No battery - hence untested,</div><div>Unit has key,</div><div>3 point linkage at rear,</div></div></div> <div>Special Notes: Inspection Recommended</div> <div><div>Hours (Indicated): 1316</div></div> <div>Item condition is `Used`, please refer to Sale Terms tab for definition.</div> <div>Location: Northern Territory : Tennant Creek (SN:W00512D011681)</div> <div>(878263-34)</div>	1	9	\$0.00	100	USED		Australia - NT	False	<table><tr><th>Premium</th><th>Bid Price</th></tr><tr><td>9%</td><td>\$25001 and Above</td></tr><tr><td>11%</td><td>\$15001 to \$25000</td></tr><tr><td>16.50%</td><td>\$5001 to \$15000</td></tr><tr><td>22%</td><td>\$0 to \$5000</td></tr></table> <div></div>	Premium	Bid Price	9%	\$25001 and Above	11%	\$15001 to \$25000	16.50%	\$5001 to \$15000	22%	\$0 to \$5000
Premium	Bid Price																			
9%	\$25001 and Above																			
11%	\$15001 to \$25000																			
16.50%	\$5001 to \$15000																			
22%	\$0 to \$5000																			


35	Portable Lunch Room/Caravan	1	9	\$0.00	100	USED		Australia - NT	False			
	Details / Accessories:									Premium	Bid Price	
	<ul style="list-style-type: none">Tandem axle,Serial Number: X8450Fitted with airbrakes,Ring feeder tow hitch,Internal - electrical and cupboards and small oven/cooktop with extractor, sink, fridge,									8%	\$100001 and Above	
	<ul style="list-style-type: none">12 volts systemSecurity screens on windowsNo keys,									10.25%	\$25001 to \$100000	
	Special Notes: Inspection Recommended									12.50%	\$10001 to \$25000	
	Location: Northern Territory : Tennant Creek									15%	\$0 to \$10000	
	(SN:X8450)											
(878263-35)												



Lot	Description	Units	Start Price	Reserve	Increment	Condition	Warranty	State Or Country	GST Exempt	Buyer's Premium		Hero Picture
1	<p>Water Tank</p> <p>Details / Accessories:</p> <ul style="list-style-type: none"> • Poly, • Approx. size 1700mm x 1600mm x 1200mm High, • Inspection Recommended, <p>Item condition is 'Used', please refer to Sale Terms tab for definition.</p> <p>Location: Northern Territory :Elliott, Northern Territory (878598-1)</p>	1	9	\$0.00	10	USED		Australia - NT	False	Premium	Bid Price	
										9%	\$25001 and Above	
										11%	\$15001 to \$25000	
										16.50%	\$5001 to \$15000	
										22%	\$0 to \$5000	


2	<p>Custom Septic Pump Trailer</p> <p>Details / Accessories:</p> <ul style="list-style-type: none"> No Vin - Never registered for road use., Approx. size 1700 x 2500mm (Tank), Tank Trailer Only, No Pump, (Some Hoses), Inspection Recommended, Damage: Flat Tyres, No Jockey Wheel <p>Item condition is 'Used', please refer to Sale Terms tab for definition.</p> <p>Location: Northern Territory :Elliott, Northern Territory (878598-2)</p>	1	9	\$0.00	10	USED		Australia - NT	False	Premium	Bid Price	
										9%	\$25001 and Above	
										11%	\$15001 to \$25000	
										16.50%	\$5001 to \$15000	
										22%	\$0 to \$5000	


3	Tandem Axle Trailer Details / Accessories: <ul style="list-style-type: none"> Note: Unreadable Compliance Plate. No Jockey Wheel, Inspection Recommended, Damage: Rust Evident Item condition is 'Used', please refer to Sale Terms tab for definition. Location: Northern Territory :Elliott, Northern Territory (878598-3)	1	9	\$0.00	10	USED		Australia - NT	False	Premium	Bid Price	
										9%	\$25001 and Above	
										11%	\$15001 to \$25000	
										16.50%	\$5001 to \$15000	
										22%	\$0 to \$5000	
4	Slasher Details / Accessories: <ul style="list-style-type: none"> Blue Colour, 3 Point Linkage, P.T.O Driven, Inspection Recommended, Item condition is 'Used', please refer to Sale Terms tab for definition.	1	9	\$0.00	10	USED		Australia - NT	False	Premium	Bid Price	
										9%	\$25001 and Above	
										11%	\$15001 to \$25000	

[illegible]

6	Fuel Tank Details / Accessories: <ul style="list-style-type: none"> Ex Mobil Truck Fuel Tank, Steel Construction, 3x Outlets, Approx. size 3350mm x 2100mm x 1600mm, Inspection Recommended, Item condition is 'Used', please refer to Sale Terms tab for definition. Location: Northern Territory :Elliott, Northern Territory (878598-6)	1	9	\$0.00	10	USED		Australia - NT	False	Premium	Bid Price	
										9%	\$25001 and Above	
										11%	\$15001 to \$25000	
										16.50%	\$5001 to \$15000	
										22%	\$0 to \$5000	

7	2001 Ditch Witch 1030H Walk Behind Trencher Details / Accessories: <ul style="list-style-type: none"> Petrol Engine - Honda, Inspection Recommended, Item condition is 'Used', please refer to Sale Terms tab for definition. Location: Northern Territory :Elliott, Northern Territory (878598-7)	1	9	\$0.00	10	USED		Australia - NT	False	Premium	Bid Price	
										9%	\$25001 and Above	
										11%	\$15001 to \$25000	
										16.50%	\$5001 to \$15000	
										22%	\$0 to \$5000	
8	Caterpillar Grader 17K Details / Accessories: <ul style="list-style-type: none"> Not Running Condition, Inspection Recommended, Item condition is 'Used', please refer to Sale Terms tab for definition.	1	9	\$0.00	10	USED		Australia - NT	False	Premium	Bid Price	
										9%	\$25001 and Above	
										11%	\$15001 to \$25000	

	Location: Northern Territory :Elliott, Northern Territory (878598-8)										16.50%	\$5001 to \$15000	
											22%	\$0 to \$5000	
9	JAWS/02 Case Bucket Details / Accessories: <ul style="list-style-type: none">4x Case Buckets,Inspection Recommended, Item condition is `Used`, please refer to Sale Terms tab for definition. Location: Northern Territory :Elliott, Northern Territory (878598-9)	1	9	\$0.00	10	USED		Australia - NT	False		Premium	Bid Price	
											9%	\$25001 and Above	
											11%	\$15001 to \$25000	
											16.50%	\$5001 to \$15000	
											22%	\$0 to \$5000	

10	Toyota Hilux 145 Series Manual Ute <ul style="list-style-type: none">• Body Type: Ute• Build Date: 05/1999• No. of Doors: 2• VIN: MR031VNE705000181• Registration Status: Sold Unregistered, Without Plates• No. of Cylinders: 4• Engine Capacity: 1938cc• Fuel Type: Petrol• Transmission: Manual• Indicated Odometer Reading: 166,090 kms• Interior Colour: Grey <p>Inspection recommended</p> <p>Location: Elliot, Northern Territory</p> <p>If a Registration Expiry is noted in the description, then the Vehicle's registration will expire on that date and Grays will not be responsible for renewing the registration. If such Registration Expiry is for a date that is before, during or on the date of the Sale or if no Registration Expiry is provided in the description, then the Vehicle will be sold unregistered with no plates. Sale is on As is Where is</p>	1	9	\$0.00	100	USED	Please be advised that when purchasing a vehicle from auction you do not receive a Cooling-Off Period	Australia - NT	False			
	Premium									Bid Price		
	5%									\$40001 and Above		
	6%									\$30001 to \$40000		
	7%									\$10001 to \$30000		
	\$645									\$8001 to \$10000		
	\$630									\$5001 to \$8000		
	\$595									\$2001 to \$5000		
	\$395									\$0 to \$2000		

<p>basis. No Statutory Warranty/Cooling off periods apply. Vehicle inspection is based on walk-around and start-up only and is the opinion of the Booking-In Officer. Sale description is a guide only as vehicle may have unsighted damage/issues. Full inspection is recommended.</p> <p>Motor Dealer Licence: MVD277714</p> <p>(SN:MR031VNE705000181)</p> <p>(878598-10)</p>										

12 GENERAL BUSINESS

Nil

13 CORRESPONDENCE

Nil

14 DECISION TO MOVE INTO CONFIDENTIAL SESSION

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

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

information about the personal circumstances of a resident or ratepayer;

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

prejudice the maintenance or administration of the law; or

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

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

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

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

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

14.1 Elliott Land Proposal

REASONS FOR CONFIDENTIALITY

Status 51(1)(b) - *This item is considered 'Confidential' pursuant to section 99(2) and 293(1) of the Local Government Act 2019 and section 51(1)(b) 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 personal circumstances of a resident or ratepayer.*

Status 51(1)(c)(i) - *This item is considered 'Confidential' pursuant to section 99(2) and 293(1) of the*

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

15 NEXT MEETING AND MEETING CLOSE