



**SUPPLEMENTARY
AGENDA
FINANCE COMMITTEE
WEDNESDAY, 27 MAY 2020**

Notice is given that the next Finance Committee Meeting of the Roper Gulf Regional Council will be held on:

Wednesday, 27 May 2020 at 10:30AM
Via Video and Teleconference
Roper Gulf Regional Council Support Centre
2 Crawford Street, Katherine

Your attendance at the meeting will be appreciated.

Phillip LUCK
CHIEF EXECUTIVE OFFICER

PLEDGE

“We pledge to work as one towards a better future through effective use of all resources.

We have identified these key values and principles of Honesty, Equality, Accountability, Respect and Trust as being integral in the achievement of our vision, that the Roper Gulf Regional Council is Sustainable, Viable and Vibrant.”

PRAMIS BLA WI

“Mela pramis bla wek gudbalawei bla meigim futja bla wi wanwei, en bla yusim ola gudwan ting bla helpum wi luk lida.

Mela bin luk ol dijlod rul, ebrobodi gada tok trubalawei, wi gada meik so wi gibit firgo en lisiin misalp, abum rispek en trastim misalp bla jinggabat bla luk lida, Roper Galf Rijinul Kaunsul deya maindim en kipbum bla wi pramis, dum wek brabli gudbalawei, en im laibliwan.”

TABLE OF CONTENTS

ITEM	SUBJECT	PAGE NO
8	INCOMING CORRESPONDENCE	
8.1	Incoming Correspondence	4
9	OUTGOING CORRESPONDENCE	
9.1	Outgoing Correspondence	5
10	EXECUTIVE REPORTS	
10.5	National Stronger Regions Fund	6
13	INFRASTRUCTURE SERVICES AND PLANNING DIVISIONAL REPORT	
13.2	Donation from Mataranak Better Half Club for the construction of a Columbarium at the Mataranka Cemetery.	25
13.3	SCALE Impacted Projects and Proposed New Projects Under SCALE	28

INCOMING CORRESPONDENCE

ITEM NUMBER 8.1
TITLE Incoming Correspondence
REFERENCE 926349
AUTHOR Naomi HUNTER, Executive Manager

RECOMMENDATION

That Council accepts the correspondence.

Item Number	Date Received	Sender	Sent To	Correspondence Details	InfoXpert Number
01	28/04/20	The Hon. Gerry MCCARTHY, MP, Minister for Local Government Housing and Community Development	Her Worship The Mayor	RE: Special Community Assistance and Local Employment Program	920 958
02	30/04/20	The Hon. Selena UIBO, MP, Member for Arnhem	Her Worship The Mayor	RE: Wugularr Local Authority meeting concerns	922 650
03	01/05/20	Bridgette BELLENGER. Department of THE CHIEF MINISTER, NT Government.	Her Worship The Mayor	RE: Approval Remote Essential Workers	922 687
04	08/05/20	The Hon. Mark COULTON, Minister for Regional Health, Regional Communications and Local Government	Her Worship The Mayor	RE: COVIDSafe app – seeking assistance from Local Government	923 698
05	18/05/20	Mitch HART, Northern Territory Manager – Outback to Oceans. The Pew Charitable Trusts	Her Worship The Mayor	RE: Northern Territory Local Government: Conservation and Land Management economic stimulus	925 185
06	19/05/20	Daniel WELLS, Legal Practice Manager – Native Title, Northern Land Council	Chief Executive Officer	RE: Katherine Families Registered Native Title Claim (NTD46/2018)	925 772
07	21/05/2020	Emilie-Rose CAREY, Managers Assistant, Kalala Station	Her Worship The Mayor	RE: Daly Waters Annual Camp Draft – 10-12 July 2020	926 292

ATTACHMENTS

Nil.

OUTGOING CORRESPONDENCE

ITEM NUMBER 9.1
TITLE Outgoing Correspondence
REFERENCE 926357
AUTHOR Naomi HUNTER, Executive Manager

RECOMMENDATION

That Council accepts the correspondence.

Item Number	Date Sent	Sender	Sent To	Correspondence Details	InfoXpert Number
01	11/05/20	Phillip LUCK, Chief Executive Officer	Maree DE LACEY, Executive Director, Local Government and Community Development	Re: Guideline 8: Regional Councils and Local Authorities	923 780

ATTACHMENTS

Nil.

EXECUTIVE REPORTS



ITEM NUMBER	10.5
TITLE	National Stronger Regions Fund
REFERENCE	926360
AUTHOR	Josh CHEVALIER-BRINE, Grants Coordinator

RECOMMENDATION

That the Finance Committee accepts the variation to the National Stronger Regions Fund Deed of Agreement by signing, dating and affixing the common seal to one copy of the Deed of Variation.

BACKGROUND

On 5 January 2017 Council was provided with funding of \$999,500 (GST Exclusive) to construct bituminised laydown areas at Ngukurr and Numbulwar by 29 December 2017. The arrangement required Council to contribute \$311,975 (GST Exclusive) to the projects.

This arrangement was varied on 9 October 2018, to extend the project completion date to 31 July 2019.

A second variation is now required to remove the Numbulwar Freight Hub and allow for completion of the Ngukurr Freight Hub in FY2020-21.

ISSUES/OPTIONS/SWOT

The reduction of the grant has occurred because the NT Government was unable to progress the Numbulwar Freight Hub.

Under the variation (Attachment 1) the grant will be reduced from \$999,500 (GST Exclusive) to \$499,750 (GST Exclusive) and Council's co-contribution reduced from \$311,975 (GST Exclusive) to \$199,476 (GST Exclusive).

FINANCIAL CONSIDERATIONS

Council's co-contribution is yet to be allocated in its FY2020-21 Budget.

ATTACHMENTS

- 1 NSRF Deed of Variation
- 2 Schedule to the NSRF Deed of Variation

Deed of Variation

Program:	National Stronger Regions Fund
Project ID:	NSRF300397
Project title:	Growth Centre Transport and Freight Hub
Grantee:	Roper Gulf Regional Council

Parties

The parties to this Deed of Variation including any Schedules ("Deed") are the parties to the grant agreement with NSRF300397 on 5 January 2017, subsequently varied on 9 October 2018, under the National Stronger Regions Fund ("Grant Agreement").

Definition

Words used in this Deed have the same meaning as provided under the Grant Agreement, unless otherwise provided in this Deed.

Background

The Commonwealth and the Grantee have agreed to vary the terms of the Grant Agreement in accordance with this Deed.

Operative clauses

1. On and with effect from the date the last party signs this Deed, the Grant Agreement is varied as set out in Schedule 1 to this Deed.
2. The Grant Agreement is otherwise affirmed by the parties.
3. This Deed is governed by the laws of the Australian Capital Territory.
4. Each party will pay their own costs associated with this Deed.

Signatures

Executed as a deed

Commonwealth

Executed as a deed for and on behalf of the Commonwealth of Australia as represented by the Department of Infrastructure, Transport, Regional Development and Communications by:

Name (print)	Donna Wieland
Position (print)	Assistant Secretary, Regional Payments Branch Department of Infrastructure, Transport, Regional Development and Communications
Signature and date	
Witness Name (print)	
Signature and date	

Grantee

Executed as a deed for and on behalf of Roper Gulf Regional Council by:

Full legal name of the Grantee	Roper Gulf Regional Council ABN: 94 746 956 090
Name (print)	
Position (print)	
Signature and date	
Witness Name (print)	
Signature and date	

Schedule 1: Deed of Variation to Grant Agreement

1. The Schedule 1 Particulars details are varied

Item A.2 Project is amended by deleting the sentence 'The Project Completion Date is 31 July 2019' and replacing it with the following:

'The Project Completion Date is 20 June 2020'.

Item A.5 Activity is amended by deleting the sentence 'The Activity Period commences on the Date of this Agreement and ends on the Activity Completion Date which is 31 July 2019' and replacing it with the following:

'The Activity Period commences on the Date of this Agreement and ends on the Activity Completion Date which is 20 June 2020'.

Annexure A titled Table of Milestones, Reports and Funding payments relating to the Activity is varied by deleting the table and replacing it with the following table:

ANNEXURE A

Table of Milestones, Reports and Funding payments relating to the Activity

Report	Milestone(s) / Information covered by the Report	Milestone Completion Date	Payment amount (GST Exclusive)	Due Date for Report	Due Date for Funding Payment
Progress Report 1	Evidence acceptable to the Commonwealth that the following have been achieved: <ul style="list-style-type: none"> Final project plans and designs; project costs have been finalised; all statutory approvals have been obtained and; confirmation of contract/s awarded. 	29 February 2020	Nil	31 March 2020	N/A
Progress Report 2	Evidence acceptable to the Commonwealth that the following have been achieved: <ul style="list-style-type: none"> an Event Invitation has been submitted to the Department as required at Item H of the Schedule; Confirmation that construction has commenced. 	1 May 2020	\$249,875	1 June 2020	14 June 2020

Report	Milestone(s) / Information covered by the Report	Milestone Completion Date	Payment amount (GST Exclusive)	Due Date for Report	Due Date for Funding Payment
Project Completion Report	Evidence acceptable to the Commonwealth that the following has been achieved: <ul style="list-style-type: none"> • the Activity, at Item A.5 of the Schedule, is completed and certified by the Project Manager, Quantity Surveyor, or similar; • the Project, at Item A.2 of the Schedule, is complete; • all approvals required to enable public access and use of the facility have been met; and • the Project is fully Operational. 	20 June 2020	\$249,875	20 September 2020	4 October 2020

SCHEDULE 1 PARTICULARS**A. Programme, Project, Purpose, Activity and Funding and Payment
(Recital A, clauses 1.1.1 and 2.1.1)****A.1. Programme**

The Commonwealth is undertaking the National Stronger Regions Fund programme to promote economic development in Australia's regions.

A.2. Project

The project to be undertaken by the Recipient is the upgrade and improvement of the Ngukurr freight hub at State Route 20, Ngukurr, NT. The Project will include the Activity that the Programme will fund, defined in more detail in item A.5 of the Schedule

The Project Completion Date is 20 June 2020.

A.3. Purpose

The Purpose for which the completed Project is required to be used is:

To improve infrastructure which will create further opportunities for employment and business development. The stability of communities will be improved through more adequate infrastructure resulting in more efficient freight delivery.

A.4. Operational Period

The Operational Period commences on the date the Commonwealth accepts the Project Completion Report, to the Commonwealth's satisfaction. The duration of the Operational Period is dependent on the amount of Funding provided by the Commonwealth under this Agreement. The thresholds are set out in the table below:

Amount of Funding	Duration of Operational Period
\$250,001 to \$1,000,000	Three (3) years

During the Operational Period, the Recipient must, if requested by the Commonwealth to do so, promptly provide evidence satisfactory to the Commonwealth that the Project is Operational.

A.5. Activity

The Activity to be undertaken by the Recipient is the upgrade and improvement of the Ngukurr freight hub including:

Ngukurr transport and Freight Hub

- formalise heavy vehicle turn around area includes traffic signage, including but not limited to one way, entry, exit and parking signage;
- upgrade entry and exit treatments including concrete formations in tight turn-around areas;
- upgrade the loading ramp;

- provide an undercover laydown area for freight 15 x 20 metres shed;
- formalise lot number and correct town planning zoning;
- install at least five solar lights;
- associated linemarking;
- traffic management and safety signage through traffic signage including but not limited to one way, entry, exit and parking signage;
- formalised lanes with lane marking of at least 150 metres;
- seal the surfaces of the proposed heavy vehicle routes, laydown areas and parking of at least 7.7787 m² spray sealed bitumen;
- formalise storm water drainage through the forming of open V drains around the perimeter and falls within the sealed area;
- truck parking area of at least 1600 m² spray sealed bitumen; and
- car parking area of at least 50 m² bitumen spray seal.

The Activity Period commences on the Date of this Agreement and ends on the Activity Completion Date which is 20 June 2020.

A.6. Reserved

A.7. Funding and Payment

(clauses 1.1.1, 3.1, 6)

The total Funding for the Activity is **\$999,500** GST exclusive. The Funding will be paid as follows:

1. The first payment of Funding specified in the table at Annexure A will not be made until:
 - a) this Agreement has been executed by all Parties and all Milestones specified in the table at Annexure A that relate to the first payment have been achieved to the Commonwealth's satisfaction; and
 - b) all Reports identified in item D of the Schedule as being due on or before the due date for the first payment have been received and accepted by the Commonwealth; and
2. The second and each subsequent payment specified in the table at Annexure A will not be made until:
 - a) all Milestones specified in the table at Annexure A that relate to the relevant payment have been achieved to the Commonwealth's satisfaction;
 - b) all Reports identified in item D of this Schedule as being due on or before the due date for the relevant payment have been received and accepted by the Commonwealth; and
 - c) the Recipient has provided the Commonwealth with evidence that all previously paid Funds have been expended or committed.

Invoicing

The Commonwealth must receive a properly rendered invoice or, if required a tax invoice which meets the requirements of the Australian Taxation Office for the amount of the payment and;

The Recipient must provide the Commonwealth with evidence that all previous paid Funding has been expended or committed.

B. Budget**(clause 6.2)**

The Budget for the Activity, identifying the Funding and Other Contributions, is at Annexure B.

The percentage of the Budget (Total Cost) below which Funding may be transferred between Cost items without the Commonwealth's approval is 10%.

The percentage of the Budget (Total Cost) which must not be exceeded in total transfers between expenditure items per Financial Year is 20%.

C. Other Contributions**(clause 7)****C.1. Other Contributions**

Other Contributions are specified at the table titled "Other Contributions" in Annexure B. Any financial or in-kind assistance that the Recipient has received from the Commonwealth of Australia or a State, Territory or local government and which the Recipient intends to, or is required to, use to perform the Activity must be identified in Other Contributions.

D. Reporting**(clauses 1.1.1, 2.6)****D.1. Progress Reports, Activity Completion Report and Project Completion Report**

D.1.1 The Recipient must give the Commonwealth the Progress Reports, the Activity Completion Report and Project Completion Report by the times specified in the Table of Milestones, Reports and Payments relating to the Activity at Annexure A.

D.1.2 Each Progress Report must contain:

- a. details of progress and performance against the Activity, and the Project (to the extent that it is directly related to the relevant part of the Activity which is being covered by that Progress Report) and evidence of completion of the Milestones listed in Annexure A of the Schedule that are due for completion (including but not limited to photographs to demonstrate completion of Milestones) during the period between the Recipient's previous Progress Report and the due date of this Progress Report (or in the case of the first Progress Report, the period between the Date of this Agreement and the due date of the first Progress Report);
- b. details of mitigating circumstances and remedial action undertaken in the event a Milestone is not met or completed in the manner and/or by the time

specified;

- c. copies of any published reports, promotional material, media publicity, pamphlets or other documentation relevant to the Project;
- d. evidence that the Recipient has obtained and/or utilised in-kind Other Contributions specified in the table at Annexure B;
- e. a statement of receipts (which separately identifies any interest earned on the Funding) and expenditure to date in respect of the Funding; and
- f. a statement of receipts and expenditure to date in respect of Other Contributions (excluding in-kind).

D.1.3 The Activity Completion Report must contain:

- a. evidence that the Activity and the Milestones have been completed;
- b. an analysis of the planning, implementation and overall process the Recipient followed to deliver the Activity;
- c. any recommendations on improved practice, relevant to the Recipient's and the Commonwealth's practices, that may assist in the delivery of future projects;
- d. a copy of the current Assets register described in item E.1.2 of this Schedule and a copy of the Real Property register described in item E.2.4 of this Schedule;
- e. evidence that the Recipient has obtained in-kind Other Contributions for the Activity specified in the table at Annexure B;
- f. an up to date Audited Financial Report in respect of the Activity; and
- g. copies of any published reports, promotional material, media publicity, pamphlets or other documentation relevant to the Activity, not already included in the Progress Report/s.
- h. a copy of the Assets register described in item E.1 of this Schedule and a copy of the Real Property register described in item E.2 of this Schedule.

D.1.4 The Project Completion Report must contain:

- a. evidence that the Project has been completed;
- b. an analysis of the planning, implementation and overall process the Recipient followed to deliver the Project;
- c. any recommendations on improved practice, relevant to the Recipient's and the Commonwealth's practices, that may assist in the delivery of future projects;
- d. a copy of the Assets register described in item E.1 of this Schedule and a copy of the Real Property register described in item E.2 of this Schedule.
- e. evidence that the Recipient obtained in-kind contributions specified in the table at Annexure B;
- f. an Audited Financial Report; and
- g. copies of any published reports, promotional material, media publicity, pamphlets or other documentation relevant to the Project, not already included in the Progress Report/s.

In addition, the Project Completion Report must also:

- h. describe the Recipient's activities during the Term;
- i. discuss in detail the conduct, benefits and outcomes of the Activity as a whole and the Activity's results and findings; and
- j. Reserved; and

The Recipient must also include in the Project Completion Report a discussion of any other matters relating to the performance of the Project and Activity, which the Commonwealth notifies the Recipient is required to be included in the Project Completion Report. Any such requirement will be notified to the Recipient at least 20 Business Days before the Project Completion Report is due.

- D.1.5. Unless otherwise agreed by the Commonwealth in writing, all Reports must be:
- a. supplied in hard copy or electronic form;
 - b. supplied in a format that is acceptable to the Commonwealth; and
 - c. signed by the Recipient's Chief Executive Officer, Chief Financial Officer or other person authorised by the Recipient to execute documents and legally bind the Recipient by their execution.

D.2. Audit and certification

- D.2.1. The Activity Completion Report and Project Completion Report must be accompanied by a copy of a letter to the Recipient from the Approved Auditor, or a report from the Approved Auditor, that includes:
- a. separate audited statements of receipts and expenditure in respect of the Funding and Other Contributions (excluding in-kind), which must:
 - i. comply with all relevant Australian Accounting Standards
 - ii. separately identify any interest earned on the Funding
 - iii. include a definitive statement made by an Approved Auditor as to whether:
 - 1. the statements of receipts and expenditure are fair and true
 - 2. Funding and Other Contributions (excluding in-kind) were held and expended in accordance with this Agreement
 - b. a certificate, signed by the Recipient's Chief Executive Officer, Chief Financial Officer or a person authorised by the Recipient to execute documents and legally bind the Recipient by their execution, that:
 - i. all Funding and Other Contributions (excluding in-kind) received was expended for the purpose of the Activity and Project and expended and held in a manner in accordance with this Agreement
 - ii. salaries and allowances paid to persons involved in the Activity are in accordance with any applicable award or agreement in force under any relevant Law on industrial or workplace relations.

D.3. Other Reports

Throughout the Term, the Commonwealth may require the Recipient to provide ad-hoc Reports concerning:

- a. any significant developments concerning the Activity;
- b. any significant delays or difficulties encountered in performing the Activity in accordance with the Agreement;
- c. the outcomes and outputs of the project as listed in the application.

The Recipient must provide any such ad-hoc Reports within the timeframe notified by the Commonwealth.

E. Assets and Real Property

(clauses 1.1.1 and 9)

E.1. Assets

- E.1.1. For the purposes of Clause 9, the Recipient may create, acquire or upgrade the following Assets: None Specified.
- E.1.2. The Recipient must for the Term of this Agreement maintain an Asset Register in the following form and containing the following information:
- a. Asset description;
 - b. acquisition, upgrade or creation price or total lease cost;
 - c. date of acquisition, creation, upgrade or lease;
 - d. if leased, type and term of lease;
 - e. location of Asset;
 - f. date of Disposal;
 - g. disposal method; and
 - h. if the Asset was partly created, acquired or upgraded using the Funding, the proportion of that creation, acquisition or upgrade that was paid for with the Funding.
- E.1.3. The Recipient must use the Assets created, acquired, or upgraded under this Agreement for the Purpose set out in item A.3 of the Schedule for the duration of the Operational Period.

E.2. Real Property

- E.2.1. The Real Property includes the Growth Centre Transport and Freight Hub Project.
- E.2.2. The Capital Works includes the upgrade and improvement of the Numbulwar and Ngukurr Freight Hubs at the Works Location.
- E.2.3. The Works Locations includes Lot 52 Numbulwar, NT and State route 20 Ngukurr, NT. E.2.4. The Recipient must for the Term of this Agreement maintain a Real Property Register in the following form and containing the following information:
- a. Real Property description;
 - b. acquisition, upgrade or creation price or total lease cost;

- c. date of acquisition, creation, upgrade or lease;
- d. if leased, type and term of lease;
- e. location of Real Property;
- f. date of Disposal;
- g. disposal method; and
- h. if the Real Property was partly created, acquired or upgraded using the Funding, the proportion of that creation, acquisition or upgrade that was paid for with the Funding.

E.2.5. The Recipient must use the Real Property created, acquired, or upgraded under this Agreement for the Purpose set out in item A.3 of the Schedule for the duration of the Operational Period.

F. Insurance
(clause 21.5)

The Recipient must maintain:

- a. workers compensation insurance as required by law where the Recipient carries out activities under this Agreement;
- b. public liability insurance to the value of at least \$10 million for each and every claim, or occurrence giving rise to a claim, in respect to activities undertaken under this Agreement, where occurrence means either a single occurrence or a series of occurrences if these are linked or occur in connection with one another from one original cause, as the case may be; and
- c. insurance against any loss or damage to an Asset or Real Property for its full replacement cost including where relevant the costs of demolition and removal of debris and the cost of architects, engineers and other consultants.

G. Reserved

H. Acknowledgement and publicity
(clause 14)

- H.1.1 The Recipient must erect and maintain signage in relation to the Project in accordance with the Signage Guidelines (as advised by the Commonwealth). The signage must be approved by the Commonwealth prior to use and contain an acknowledgement of the Funding as required under Clause 14 of this Agreement. Signage must remain in place during the Operational Period for the Project as specified in Item A.4. Signage for the Activity may be paid from the Budget. Signage for any other part of the Project must be at the Recipient's own cost.
- H.1.2 If a Federal, State or Local Government election is announced, the Recipient must cover any sign that is displayed within 100 metres of a polling place with an opaque (impenetrable to sight), durable and water repellent material from a

- period not less than 48 hours before the commencement of polling at that polling place until the polls close.
- H.1.3 The Recipient must include the Commonwealth logo in all signage, publications and promotional activities related to the Activity.
- H.1.4 The Recipient must not use the Commonwealth's logo without the Commonwealth's approval. If the Commonwealth provides approval for the Recipient's use of the Commonwealth's logo, the Recipient must use it in accordance with the Commonwealth's Print Style Guidelines (as advised by the Commonwealth).
- H.1.5 All the Recipient's publicity, announcements and media releases relating to the Activity must be cleared through the Commonwealth's contact officer specified at item L of the Schedule with at least 10 Business Days' notice, before release.
- H.1.6 The Commonwealth reserves the right to publicise and report on the provision of Funding to the Recipient, including progress on completing the Activity and the Project. The Commonwealth may do this by including the information specified in clause 14.2 in media releases, general announcements about the Funding and in annual reports and in electronic media.
- H.1.7 The Recipient must conduct an official opening of the completed Activity and Project unless otherwise agreed by the Commonwealth.
- H.1.8 The Recipient must provide to the Commonwealth with at least 3 options for dates for the official opening, or any other milestone events that the Recipient chooses to conduct (e.g. stage completion), for the Activity and the Project. These dates must be provided at least 56 days prior to the first proposed date for each event to be conducted.
- H.1.9 The date of official openings or other official public function for the completed Activity and Project must be agreed by the Commonwealth.
- H.1.10 The Recipient must invite the Commonwealth's representative to officiate at any official opening or other official public function relating to the Activity or the Project.
- H.1.11 The Commonwealth Minister's prior agreement must be sought, to invite any other Commonwealth or State elected official or other officials to attending either function. This invitation must be provided to the Commonwealth no later than 56 days before the date of the official opening or other official public function relating to the Activity or the Project.
- H.1.12 The Recipient must coordinate requests for the Commonwealth's agreement to the date of official openings and requests for Commonwealth representation at official openings or other official functions relating to the Activity or the Project through the Commonwealth's contact officer specified at item L of the Schedule.

I. Reserved

J. Compliance with laws and policies
(clause 21.13)

The Recipient must comply with the following laws and policies in carrying out the Activity:

- *Crimes Act 1914;*
- *Criminal Code of Conduct 1995;*
- *Disability Discrimination Act 1992;*
- *Workplace Gender Equality Act 2012;*
- *Fair Work Act 2009;*
- *Racial Discrimination Act 1984;*
- *Sex Discrimination Act 1984;*
- *Work Health and Safety Act 2011.*

For the purposes of clause 21.13, the following policies are identified:

National Stronger Regions Fund - Guidelines

K. Statutory Approvals
(clause 2A.2)

For the purposes of clause 2A.2, the Recipient must obtain statutory approvals for the Project.

L. Notices
(clause 18.1)

The Commonwealth's details for notices are as follows:

Name:	General Manager Regional Programmes Branch
Address:	Department of Infrastructure and Regional Development GPO Box 594 CANBERRA ACT 2601
Email:	NSRF@infrastructure.gov.au

The Recipient's details for notices are as follows:

Name: Mayor Judy MacFarlane
Position: Mayor
Roper Gulf Regional Council
Address: PO Box 1321
KATHERINE NT 0851
Telephone: 08 8972 9008
E-mail: ceo@ropergulf.nt.gov.au

M. Applicable Law
(clause 21.14)

The Laws of the Australian Capital Territory apply to this Agreement.

N. Confidential Information
(clause 13)

Commonwealth's Confidential Information

None Specified

Recipient's Confidential Information

None Specified

ANNEXURE A

Table of Milestones, Reports and Funding payments relating to the Activity

Report	Milestone(s) / Information covered by the Report	Milestone Completion Date	Payment amount (GST Exclusive)	Due Date for Report	Due Date for Funding Payment
Progress Report 1	Evidence acceptable to the Commonwealth that the following have been achieved: <ul style="list-style-type: none"> • Final project plans and designs; • project costs have been finalised; • all statutory approvals have been obtained and; • confirmation of contract/s awarded. 	29 February 2020	Nil	31 March 2020	N/A
Progress Report 2	Evidence acceptable to the Commonwealth that the following have been achieved: <ul style="list-style-type: none"> • an Event Invitation has been submitted to the Department as required at Item H of the Schedule; • Confirmation that construction has commenced 	1 May 2020	\$249,875	1 June 2020	14 June 2020

Report	Milestone(s) / Information covered by the Report	Milestone Completion Date	Payment amount (GST Exclusive)	Due Date for Report	Due Date for Funding Payment
Project Completion Report	Evidence acceptable to the Commonwealth that the following has been achieved: <ul style="list-style-type: none"> • the Activity, at Item A.5 of the Schedule, is completed and certified by the Project Manager, Quantity Surveyor, or similar; • the Project, at Item A.2 of the Schedule, is complete; • all approvals required to enable public access and use of the facility have been met; and • the Project is fully Operational. 	20 June 2020	\$249,875	20 September 2020	4 October 2020

ANNEXURE B

BUDGET FOR THE EXPENDITURE OF NSRF FUNDING		
Cost item	Description	Amount (GST exclusive)
Construction	Improve and upgrade the Ngukurr freight hub	\$499,750
Funding (A)		\$499,750

OTHER CONTRIBUTIONS (FINANCIAL)			
Name of Contributor	Cost Item	Description of item	Amount (GST exclusive)
Department of Transport – Northern Territory Government	Construction	Improve and upgrade the Ngukurr freight hub	\$800,774
Roper Gulf Regional Council	Construction	Improve and upgrade the Ngukurr freight hub	\$199,476
Other Contributions (Financial) (B)			\$1,000,250

TOTAL COST ESTIMATE (A + B) (GST exclusive):	\$1,500,000
---	--------------------

OTHER CONTRIBUTIONS (IN-KIND)	
Name of Contributor	Description of Other Contribution (In-kind)
Not applicable	Not applicable

**INFRASTRUCTURE SERVICES AND PLANNING
DIVISIONAL REPORT**



ITEM NUMBER	13.2
TITLE	Donation from Mataranak Better Half Club for the construction of a Columbarium at the Mataranka Cemetery.
REFERENCE	926340
AUTHOR	Sharon HILLEN, General Manager Infrastructure Services and Planning

RECOMMENDATION

That the Finance Committee:

- (a) Receives and notes the correspondence from the Mataranka Better Half Club; and**
- (b) Accepts and acknowledges the donation of \$50,000 to cover the costs of the construction of a Columbarium at the Mataranka Cemetery.**

BACKGROUND

Based on several meetings and discussion about the proposed Columbarium at the Mataranka Cemetery the Mataranka Better Half Club wish to donate \$50,000 towards the costs of construction of a columbarium type structure at the Mataranka.

The Project Control Group consisting of Mayor, Judy MacFarlane; MBHC Chair Barb Sullivan; MBHC Secretary Clair O'Brien and General Manager for Infrastructure, Sharon Hillen will finalise the proposal once the scope and project budget has been fully analysed and approved.

**ISSUES/OPTIONS/SWOT**

The Mataranka Better Half Club have already arranged the transfer of the funds and require formal record of acceptance of the donation along with regular updates on the progress of the project. They recognize that the carpark and other civil works at the cemetery will need to be completed before commencing the installation of the columbarium structure.

The Location of the proposed columbarium is identified in the Cemetery Carpark Project with adjoining footpaths.

FINANCIAL CONSIDERATIONS

The Project Scope is for the 8metre diameter Structure.

No	Description	(8m)
1	Roof	Colorbond Custom Orb. Peak roof octagonal gazebo with 8 columns
2	Frame	Surface mount, fully welded steel, hot dip galvanized and powder coated finish
3	Dimensions	8000mm Diameter
4	Price	\$ 15,234.00
5	Delivery	\$ 2,057.00
6	Installation	\$ 25,501.85
7	Total (Ex GST)	\$ 42,792.85

The MBHC and Mataranka LA members will determine the use of any underspends which may be allocated to landscaping, seating or other burial or cemetery management related items.

ATTACHMENTS

- 1 Letter RGRC Donation Columbarium Mtka cemetery 21Apr2020.pdf



Mataranka Better Half Club Inc
P.O. Box 4004
Mataranka
NT 0852
ABN 43 091 349 140

21st April 2020

Roper Gulf Regional Council
Mayor Judy MacFarlane,
CEO Phil Luck,
GM Infrastructure, Servicing & Planning Sharon Hillen,
RGRC Councilors.

Columbarium Donation of \$50,000.00

Our President, Mrs Barbara Sullivan, and I are happy to advise that the Members of the now, 43-year-old institution of the Mataranka Better Half Club Inc., are willing to double our initial pledged donation of \$25,000.00 to make \$50k, to see the addition of a Columbarium in the upgrade / implementation of the Carew Rd Cemetery Management Plan for Mataranka.

We currently have some funds on a Term Deposit and may need to negotiate an installment plan for payments once this donation is executed by Council.

I understand that this should be tabled at the next Council meeting.

We look forward to seeing this development as a stimulus to raise the spirits and motivation of workers and residents alike, in and around Mataranka at this restrictive time of Covid-19.

Yours faithfully,

Clair O'Brien – Secretary & Public Officer, MBHC Inc.
Email: clair@coodardie.com.au
Phone: 08 89754 460

INFRASTRUCTURE SERVICES AND PLANNING DIVISIONAL REPORT



ITEM NUMBER	13.3
TITLE	SCALE Impacted Projects and Proposed New Projects Under SCALE
REFERENCE	926401
AUTHOR	Sharon HILLEN, General Manager Infrastructure Services and Planning

RECOMMENDATION

That the Finance Committee:

- (a) Receives and notes the report on the progress of the Special Community Assistance and Local Employment (SCALE) program, the impacted projects and the proposed new SCALE projects; and**
- (b) Approves the allocation of the SCALE grant to one or more projects.**

BACKGROUND

The Territory introduced the Special Community Assistance and Local Employment (SCALE) program to provide one-off funding to local government councils to support business continuity, job creation and retention and other community initiatives directly related to COVID-19. The funding provided by the Department of Local Government, Housing and Community Development (DLGHCD) is to compensate for costs incurred in providing commercial rate payers for rate relief. The funding can be spent on any COVID-19 related activities.

Council has committed to the eligibility requirements of the SCALE Program and resolved to adopt and apply the "Public Benefit Concessions Policy for Commercial Ratepayers" in relation commercial rate payers based on hardship in the 2019-20 and 2020-2021.

Council has conducted an audit of all projects to determine if any are impacted by the proposed reallocation of grant funds which are unspent and uncommitted.

The repurposing of Territory Grant funding only relates to unspent and uncommitted 2017/18 Local Authority Projects Funding (LAPF), Special Purpose Grants (SPG) and Strategic Infrastructure Fund (SIF), which would have expired on 30 June 2020.

All 2017/18 LAPF has been allocated and is not subject to repurposing.

The only grant impacted by SCALE was the NTG contribution of \$500,000 towards Rocky Creek Bridge that has now been acquitted.

ISSUES/OPTIONS/SWOT

Council now has an opportunity to allocate the SCALE Grant to specific projects. The SCALE Grant need to be allocated before 30 September 2020.

The following projects are easiest to activate quickly:

1. MATARANKA – Roper Terrace – Public Toilet Block – replace the old public toilet block on lot 120 to make way for the new Mataranka Community Hub.
2. BULMAN – LOT 69 - Sport and Rec Hall Upgrade – this project has a resolution from Council to priorities for SPG Grant and we were about to apply pre-SCALE.
3. JILKMINGGAN – LOT 77 - Replace the Sports Courts Toilet; demolish 2 transportable toilet blocks

The SCALE has been funded from the remainder of the 2019-20 SPG round and another allocation is expected in lieu of the 2020/21 SPG Round.

FINANCIAL CONSIDERATIONS

To date Council has been advised that there will be two grants provided by the Territory under the SCALE program:

\$398,000

\$478,000

TOTAL \$876,000

ATTACHMENTS

There are no attachments for this report.