



**AGENDA**

**ORDINARY MEETING OF COUNCIL**

**WEDNESDAY, 19 DECEMBER 2018**

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

- Wednesday, 19 December 2018 at
- Roper Gulf Regional Council Chambers;
- 2 Crawford Street, Katherine.
- Commencing at 0830hrs

Your attendance at the meeting will be appreciated.

Marc GARDNER  
**CHIEF EXECUTIVE OFFICER (ACTING)**

## 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 Rijnul Kaunsul deya maindim en kipbum bla wi pramis , dum wek brabli gudbalawei, en im laibliwan”

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*Nil*

**15 CLOSED SESSION**

**16 CLOSE OF MEETING**

**CONFIRMATION OF PREVIOUS MINUTES**

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<b>ITEM NUMBER</b>	8.1
<b>TITLE</b>	Confirmation of Previous Minutes on 31 October 18 and Special Meeting on 14 November 18
<b>REFERENCE</b>	<b>775676</b>
<b>AUTHOR</b>	Ashleigh Anderson, Governance Officer

**RECOMMENDATION**

- (a) That Council approves the previous minutes as a true and accurate record of the Ordinary Meeting of Council held on Wednesday 31 October 2018 in Katherine;
- (b) That Council approves the previous minutes as a true and accurate record of the Special Council Meeting held on Wednesday 14 November 2018 via Teleconference.

**BACKGROUND**

The Council met in Katherine at 2 Crawford Street on the 31 October 2018 for its Ordinary Meeting.

The Council met via Teleconference on 14 November 2018 for a Special Council Meeting.

Attached are the minutes of those meetings.

**ISSUES/OPTIONS/SWOT**

*Nil*

**FINANCIAL CONSIDERATIONS**

*Nil*

**ATTACHMENTS:**

- [1](#) Ordinary Meeting of Council 2018-10-31 [769666].DOCX
- [2](#) Ordinary Meeting of Council 2018-11-14 [775214].DOCX



MINUTES OF THE ORDINARY MEETING OF THE ROPER GULF REGIONAL COUNCIL  
MEETING HELD AT THE COUNCIL CHAMBERS, KATHERINE, ON WEDNESDAY, 31  
OCTOBER 2018 AT 0830HRS

**PRESENT/STAFF/GUESTS**

**1.1 Elected Members**

- Mayor Judy MacFARLANE;
- Deputy Mayor Helen LEE;
- Councillor Samuel EVANS;
- Councillor Keith RORY;
- Councillor Owen TURNER;
- Councillor Eric ROBERTS;
- Councillor Edwin NUNGGUMAJBARR;
- Councillor David MURRUNGUN;
- Councillor Selina ASHLEY;
- Councillor Ossie DAYLIGHT;
- Councillor Annabelle DAYLIGHT;
- Councillor Deanna KENNEDY (sworn-in at this meeting).

**1.2 Staff**

- Sharon HILLEN, Acting Chief Executive Officer;
- Marc GARDNER, Director of Commercial Services;
- Virginia BOON, Acting Director of Council and Community Services;
- Cristian COMAN, Manager of Governance and Corporate Planning;
- Ashleigh ANDERSON, Governance Officer (minute taker);
- Lokesh ANAND, Chief Financial Officer;
- Dr Samantha PHELAN, Veterinarian.

**1.3 Guests**

- Amanda HAIGH, Department of Housing and Community Development;
- Rodney HOFFMAN, Department of Housing and Community Development;
- Garry HILLEN, Office of Warren SNOWDEN;
- Jo NICOL, Office of Warren SNOWDEN;

**MEETING OPENED**

Meeting opened at 0829HRS

**WELCOME TO COUNTRY**

The Mayor welcomed everyone to the Meeting and the Pledge was read.

**SWEARING-IN OF NEW ELECTED MEMBER****3.1 SWEARING-IN**

Ms Deanna KENNEDY was sworn-in by Mayor MacFARLANE by undertaking the Oath of Office for Office of Councillor. Ms Deanna KENNEDY is now a Councillor for the Nyirrangulung Ward on Roper Gulf Regional Council.

**APOLOGIES AND LEAVE OF ABSENCE****4.1 APOLOGIES AND LEAVE OF ABSENCE**

242/2018 RESOLVED (Keith RORY/Helen LEE)

**CARRIED**

- (a) That Council accepts the apologies of Councillor Don GARNER.

**CONFIRMATION OF PREVIOUS MINUTES****5.1 CONFIRMATION OF PREVIOUS MINUTES**

243/2018 RESOLVED (Edwin NUNGGUMAJBARR/Eric ROBERTS)

**CARRIED**

- (a) That Council approves the minutes as a true and accurate record of the Ordinary Meeting of Council held Wednesday 26 September 2018 in Bulman.

**DISCLOSURES OF INTEREST**

There were no declarations of interest at this Ordinary Meeting of Council.

**QUESTIONS FROM PUBLIC**

None, however Amanda HAIGH, Regional Manager, Department of Housing and Community Development provided Council with an update on the *Cemeteries Act*, draft legislation.

**BUSINESS ARISING FROM PREVIOUS MINUTES****10.1 ACTION LIST**

244/2018 RESOLVED (David MURRUNGUN/Samuel EVANS)

**CARRIED**

- (a) That Council receives and notes the Action List.

*Action List to be amended to remove antecedents. To include current action/update only*

Cr Selina ASHLEY left the meeting, the time being 0855hrs

Cr Selina ASHLEY returned to the meeting, the time being 0857hrs

**INCOMING CORRESPONDENCE****11.1 INCOMING CORRESPONDENCE****245/2018 RESOLVED (Annabelle DAYLIGHT/Selina ASHLEY)****CARRIED**

- (a) That Council accepts the incoming correspondence.

**OUTGOING CORRESPONDENCE****12.1 OUTGOING CORRESPONDENCE****246/2018 RESOLVED (Deanna KENNEDY/Helen LEE)****CARRIED**

- (a) That Council accepts the outgoing correspondence.

**WARD REPORTS****13.1 NEVER NEVER WARD REPORT****247/2018 RESOLVED (Ossie DAYLIGHT/David MURRUNGUN)****CARRIED**

- (a) That Council receives and notes the Never Never Ward Report;
- (b) That Council approves the recommendations of the Jilkminggan Local Authority from the minutes 02 October 2018;
- (c) That Council approves the recommendations of the Mataranka Local Authority from the minutes 08 October 2018;
- (d) That Council approves the recommendations of the Hodgson Downs Local Authority from the minutes 11 October 2018.

**13.2 SOUTH WEST GULF WARD REPORT****248/2018 RESOLVED (Samuel EVANS/Keith RORY)****CARRIED**

- (a) That Council receives and note the South West Gulf Ward Report;
- (b) That Council approves the recommendations of the Borroloola Local Authority from the minutes 04 October 2018.

**13.3 NYIRRANGGULUNG WARD REPORT****249/2018 RESOLVED (Selina ASHLEY/Helen LEE)****CARRIED**

- (a) That Council receives and notes the Nyirranggulung Ward Report with amendments to Barunga Action List noting that \$40,000 in funding for Solar Lights have been allocated, and funding allocations Items 11.6;
- (b) That Council approves the recommendations of the Barunga Local Authority for the minutes 16 October 2018;
- (c) That Council approves the recommendations of the Beswick Local Authority for the minutes 22 October 2018;
- (d) That Council approves the recommendations of the Manyallaluk Local Authority for the minutes 22 October 2018.

**13.4 YUGUL MANGI WARD REPORT**

250/2018 RESOLVED (Eric ROBERTS/Keith RORY) **CARRIED**

- (a) That the Council receives and notes the Yugul Mangi Ward Report.

**13.5 NUMBULWAR NUMBURINDI WARD REPORT**

251/2018 RESOLVED (Keith RORY/Edwin NUNGGUMAJBARR) **CARRIED**

- (a) That Council receives and notes the Numbulwar Numburindi Ward Report;  
(b) That Council approves the recommendations of the Numbulwar Local Authority from the minutes 09 October 2018.

**EXECUTIVE DIRECTORATE REPORTS****14.1 BY-ELECTION REPORT**

252/2018 RESOLVED (Eric ROBERTS/David MURRUNGUN) **CARRIED**

- (a) That Council receives and notes the report on the Nyirranggulung Ward election.

**CORPORATE GOVERNANCE DIRECTORATE REPORTS****15.1 GRANT FUNDING: AGED AND DISABILITY CARE**

253/2018 RESOLVED (Selina ASHLEY/Deanna KENNEDY) **CARRIED**

- (a) That Council receives and notes the SLGIF grant application for \$500,000 (GST Exclusive) for the Mataranka Community Hub;  
(b) That Council accept the grant application to conduct an Aged and Disability Care Feasibility Analysis for the Roper Gulf Region.

**15.2 MEETING DATES FOR 2019**

254/2018 RESOLVED (Ossie DAYLIGHT/Owen TURNER) **CARRIED**

- (a) That Council prescribes dates and locations for its Ordinary Meetings for 2019;  
(b) That Council prescribes dates for its Committee Meetings for 2019;  
(c) That Council prescribes dates for Local Authority Meetings in 2019.

**15.4 FINANCE - FINANCIAL REPORT AS AT 30TH SEPTEMBER 2018**

255/2018 RESOLVED (Deanna KENNEDY/David MURRUGUN) **CARRIED**

- (a) That Council receives and notes the financial report as at 30 September 2018, with amended Balance Sheet as presented at the Ordinary Meeting of Council.

**15.5 GRANTS: NEW FUNDING AGREEMENT AND ACQUITTAL**

**256/2018 RESOLVED (Owen TURNER/Edwin NUNGGUMAJBARR) CARRIED**

- (a) That Council accepts the Homelands Extra Allowance Funding offer of \$112,200 (GST Exclusive) by signing, dating, and affixing the Commons Seal to one (1) copy of the Agreement;
- (b) That Council receives and notes the grant acquittal for upgrades to the Ngukurr Swimming Pool.

**15.6 FLEET DISPOSALS**

**257/2018 RESOLVED (Samuel EVANS/Keith RORY) CARRIED**

- (a) That Council approves the disposal of the list of fleet items as outlined in the report;
- (b) That Council approves the proposed auction of items on Grays Online opening on 08 November 2018, inspection date 12 November 2018, and closing 14 November 2018.

**15.7 SERVICING OF SITE - LOT 498 & LOT 499, NGUKURR**

**258/2018 RESOLVED (Eric ROBERTS/Keith RORY) CARRIED**

- (a) That Council receives and notes the report regarding the civil works drawings for work being carried out in Ngukurr between Lots 498 & 499.

Cr Deanna KENNEDY left the meeting, the time being 0944hrs

Cr Deanna KENNEDY returned to the meeting, the time being 0949hrs

**15.8 ROADS COMMITTEE**

**259/2018 RESOLVED (Ossie DAYLIGHT/Owen TURNER) CARRIED**

- (a) That Council adopts the revised Roads Committee Terms of Reference;
- (b) That Council appoints the Mayor to be a Member of the Roads Committee;
- (c) That Council adopts the roads projects priorities and recommendations of the Roads Committee.

**COUNCIL & COMMUNITY SERVICES DIRECTORATE REPORT**

**16.1 COMMUNITY SERVICES**

**260/2018 RESOLVED (Selina ASHLEY/Keith RORY) CARRIED**

- (a) That Council receives and adopts the Report for Community Services.

**MORNING TEA 1000-1038HRS**

**15.3 2017-18 ANNUAL REPORT**

261/2018 RESOLVED (Keith RORY/Samuel EVANS)

**CARRIED**

- (a) That Council adopts the audited financial statement for 2017-18 (s199)(2) *Local Government Act*;
- (b) That that Council holds a Special Meeting on 14 November 2018 for purposes of adopting Annual Report as per s199 of the *Local Government Act* requirements.

**16.2 ANNUAL REPORT FOR CENTRAL ARNHEM MANAGEMENT AREA**

262/2018 RESOLVED (Selina ASHLEY/Deanna KENNEDY)

**CARRIED**

- (a) That Council receives and notes the – Annual Report – Central Arnhem Management Area.

**16.3 2018 CUSTOMER SATISFACTION SURVEY**

263/2018 RESOLVED (Keith RORY/Ossie DAYLIGHT)

**CARRIED**

- (a) That Council draws the winner of the 2018 Community Satisfaction Survey;
- (b) That Council announces Mr Allan DODDRELL of Borrooloola, as the winner of the Survey prize.

**COMMERCIAL SERVICES DIRECTORATE REPORTS***Nil***GENERAL BUSINESS**

1. Late Correspondence
2. Borrooloola Road Corridor
3. Rating of Larrimah and Daly Waters
4. Report on water issues at Numbulwar
5. Kiss and Go drop off at Mataranka
6. Barunga and Beswick old dump sites
7. Vehicle Auction
8. Animal Management report – Cr NUNGGUMAJBARR & Dr. PHELAN

**18.1 LATE CORRESPONDENCE**

264/2018 RESOLVED (Deanna KENNEDY/Ossie DAYLIGHT)

**CARRIED**

- (a) That Council receives and notes the Late Correspondence.

**18.2 BORROLOOLA ROAD CORRIDOR SIGN**

265/2018 RESOLVED (Eric ROBERTS/Keith RORY)

**CARRIED**

- (a) That Council approves the request for the installation of the electronic sign in the road corridor on Robinson Road.

**18.3 RATING OF LARRIMAH AND DALY WATERS**

266/2018 RESOLVED (Ossie DAYLIGHT/Deanna KENNEDY)

**CARRIED**

- (a) That Council receives and notes the concerns of residents regarding rates in Larrimah and Daly Waters and investigates options to be considered in the 2019-20 financial year.

Cr Selina ASHLEY left the meeting, the time being 1122hrs

Cr Selina ASHLEY returned to the meeting, the time being 1126hrs

**18.4 REPORT ON WATER ISSUES AT NUMBULWAR**

267/2018 RESOLVED (Edwin NUNGGUMAJBARR/David MURRUNGAN)

**CARRIED**

- a) That Council receive and note the report from Cr NUNGGUMAJBARR pertaining to the water supply concerns at Numbulwar.

*ACTION : That the CEO to write letter to Power Water Corporation to obtain report regarding water quality in Numbulwar.*

**18.5 KISS AND GO DROP-OFF AT MATARANKA**

268/2018 RESOLVED (Selina ASHLEY/Keith RORY)

**CARRIED**

- (a) That Council approve the transfer of the Kiss and Go drop off assets on Beswick Street for the Mataranka School from the Department of Infrastructure, Planning and Logistics to Roper Gulf Regional Council.

**18.6 BULMAN PUBLIC TOILETS - AIRSTRIP AND STORE**

269/2018 RESOLVED (Selina ASHLEY/Annabelle DAYLIGHT)

**CARRIED**

- (a) That Council obtains approval to build toilets at the Bulman Airstrip from the Northern Land Council;
- (b) That Council puts the determination for location for the public toilets in Bulman to the Bulman Local Authority.

**18.7 OLD DUMP SITES - BARUNGA AND BESWICK**

270/2018 RESOLVED (Ossie DAYLIGHT/Edwin NUNGGUMAJBARR)

**CARRIED**

- (a) That Council investigates options for the clean up of the old dump sites at Barunga and Beswick.

**18.8 ANIMAL MANAGEMENT**

271/2018 RESOLVED (David MURRUNGAN/Owen TURNER)

**CARRIED**

- (a) That Council receives and notes the report from Cr NUNGGUMAJBARR and Dr PHELAN pertaining to the Australian Institute of Animal Management conference.

**18.9 LOCAL AUTHORITY PROJECTS**

272/2018 RESOLVED (Selina ASHLEY/Owen TURNER)

**CARRIED**

- (a) That Council receives and notes the verbal update on the Local Authority Project reports noting concerns regarding veracity and currency of the information contained

Cr Samuel EVANS left the meeting, the time being 1143hrs

Cr Samuel EVANS returned to the meeting, the time being 1147hrs

**18.10 TENDER - BARUNGA OVAL LIGHTS**

273/2018 RESOLVED (David MURRUNGUN/Deanna KENNEDY)

**CARRIED**

- (a) That Council appoints the following positions to the Tender Assessment Panel for the Barunga oval lighting project: Director of Commercial Services, Director of Council and Community Services, Project Manager, Project Coordinator and Regional Contract Manager. N.B: Three (3) persons must be on the panel to open and assess the Tender Applications;
- (b) That Council requests a report be presented on the Tender Assessments for consideration at Council Finance Committee or next available meeting of Council.

**18.11 MATARANKA SPORT AND RECREATION LIGHTING**

274/2018 RESOLVED (Helen LEE/Samuel EVANS)

**CARRIED**

- (a) That Council approves the cost of salvage and transportation of the Katherine Sports and Recreation lighting from Katherine to Mataranka;
- (b) That the CEO compile and report to the Finance Committee on the cost of installation of the Mataranka Sport and Recreation grounds lighting.

Cr Annabelle DAYLIGHT left the meeting, the time being 1154hrs

Cr Annabella DAYLIGHT returned to the meeting, the time being 1201hrs

**18.12 COUNCIL RATING PROCESS**

275/2018 RESOLVED (Selina ASHLEY/Deanna KENNEDY)

**CARRIED**

- (a) That Council be provided with a Fact Sheet outlining the rating process providing expanded definitions in plain English;
- (b) That Elected Members are provided with rates training.

Cr Eric ROBERTS left the meeting, the time being 1206hrs

Cr Eric ROBERTS returned to the meeting, the time being 1207hrs

**The meeting adjourned for lunch at 1209 – 1311hrs**

**MOVE INTO CONFIDENTIAL SESSION**

**19.1 MOVE INTO CONFIDENTIAL SESSION**

276/2018 RESOLVED (Keith RORY/Deanna KENNEDY)

**CARRIED**

- (a) **That Council moves into Closed Session and that members of public be excluded from meeting.**

*Members of the press and public be excluded from the meeting of the Confidential Session and access to the correspondence and reports relating to the items considered during the course of the Confidential Session be withheld. This action is taken in accordance with Section 65(2) of the Local Government Act as the items lists come with the following provisions:-*

- 20.1 Confirmation of Previous Confidential Ordinary Council Meeting Minutes** - *The report will be dealt with under Section 65(2) (ci) of the Local Government Act 2008 and Regulation 8 of the Local Government (Administration) Regulations 2008. It contains information that would, if publicly disclosed, be likely to cause commercial prejudice to, or confer an unfair commercial advantage on any person.*
- 20.2 Outgoing Correspondence** - *The report will be dealt with under Section 65(2) (ciii) of the Local Government Act 2008 and Regulation 8 of the Local Government (Administration) Regulations 2008. It contains information that would, if publicly disclosed, be likely to prejudice the interests of council or some other person.*
- 20.3 Urapunga Local Authority** - *The report will be dealt with under Section 65(2) (ciii) of the Local Government Act 2008 and Regulation 8 of the Local Government (Administration) Regulations 2008. It contains information that would, if publicly disclosed, be likely to prejudice the security of the council, its members or staff.*
- 20.4 Tender for Cleaning Services - Katherine Premises** - *The report will be dealt with under Section 65(2) (ci) (cii) (ciii) (d) (e) of the Local Government Act 2008 and Regulation 8 of the Local Government (Administration) Regulations 2008. It contains information that would, if publicly disclosed, be likely to cause commercial prejudice to, or confer an unfair commercial advantage on any person; AND information that would, if publicly disclosed, be likely to prejudice the maintenance or administration of the law; AND information that would, if publicly disclosed, be likely to prejudice the interests of council or some other person; AND information subject to an obligation of confidentiality at law, or in equity; AND information provided to the council on condition that it be keep confidential.*
- 20.5 Proposed change to CDP staff plan** - *The report will be dealt with under Section 65(2) (a) (ci) (d) (e) of the Local Government Act 2008 and Regulation 8 of the Local Government (Administration) Regulations 2008. 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 that would, if publicly disclosed, be likely to cause commercial prejudice to, or confer an unfair commercial advantage on any person; AND information subject to an obligation of confidentiality at law, or in equity; AND information provided to the council on condition that it be keep confidential.*
- 20.6 Tender and contract for security patrol services** - *The report will be dealt with under Section 65(2) (ci) (cii) (ciii) (e) of the Local Government Act 2008 and Regulation 8 of the Local Government (Administration) Regulations 2008. It contains information that would, if publicly disclosed, be likely to cause commercial prejudice to, or confer an unfair commercial advantage on any person; AND information that would, if publicly disclosed, be likely to prejudice the maintenance or administration of the law; AND information that would, if publicly disclosed, be likely to prejudice the security of the council, its members or staff; AND information provided to the council on condition that it be keep confidential.*

- 20.7 Community Development Programme update and performance report** - *The report will be dealt with under Section 65(2) (ci) (cii) (ciii) (d) (e) of the Local Government Act 2008 and Regulation 8 of the Local Government (Administration) Regulations 2008. It contains information that would, if publicly disclosed, be likely to cause commercial prejudice to, or confer an unfair commercial advantage on any person; AND information that would, if publicly disclosed, be likely to prejudice the maintenance or administration of the law; AND information that would, if publicly disclosed, be likely to prejudice the security of the council, its members or staff; AND information subject to an obligation of confidentiality at law, or in equity; AND information provided to the council on condition that it be keep confidential.*
- 20.8 Provision of Essential Services Contract for Bulman, Weemol, Jilkmिंगgan and Manyalluluk.** - *The report will be dealt with under Section 65(2) (a) (ci) (ciii) (e) of the Local Government Act 2008 and Regulation 8 of the Local Government (Administration) Regulations 2008. 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 that would, if publicly disclosed, be likely to cause commercial prejudice to, or confer an unfair commercial advantage on any person; AND information that would, if publicly disclosed, be likely to prejudice the security of the council, its members or staff; AND information provided to the council on condition that it be keep confidential.*
- 20.9 Budget Amendment** - *The report will be dealt with under Section 65(2) (ci) (cii) (ciii) (d) (e) of the Local Government Act 2008 and Regulation 8 of the Local Government (Administration) Regulations 2008. It contains information that would, if publicly disclosed, be likely to cause commercial prejudice to, or confer an unfair commercial advantage on any person; AND information that would, if publicly disclosed, be likely to prejudice the maintenance or administration of the law; AND information that would, if publicly disclosed, be likely to prejudice the security of the council, its members or staff; AND information subject to an obligation of confidentiality at law, or in equity; AND information provided to the council on condition that it be keep confidential.*
- 20.10 Acting Chief Executive Office Leave** – *The report will be dealt with under Section 65(2) (a) of the Local Government Act 2008 and Regulation 8 of the Local Government (Administration) Regulations 2008. 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.*
- 20.11 Borroloola Office Upgrade** - *The report will be dealt with under Section 65(2) (ci) (cii) (ciii) (d) (e) of the Local Government Act 2008 and Regulation 8 of the Local Government (Administration) Regulations 2008. It contains information that would, if publicly disclosed, be likely to cause commercial prejudice to, or confer an unfair commercial advantage on any person; AND information that would, if publicly disclosed, be likely to prejudice the maintenance or administration of the law; AND information that would, if publicly disclosed, be likely to prejudice the security of the council, its members or staff; AND information subject to an obligation of confidentiality at law, or in equity; AND information provided to the council on condition that it be keep confidential.*

That the decisions of Confidential Session be noted as follows:-

**20.1 CONFIRMATION OF PREVIOUS CONFIDENTIAL ORDINARY COUNCIL MEETING MINUTES**

277/2018 RESOLVED (Selina ASHLEY/Eric ROBERTS) **CARRIED**

- (a) That Council approves the minutes as a true and accurate record of the Confidential Session of Ordinary Meeting of the Council held on Wednesday 26 September 2018.

**20.2 OUTGOING CORRESPONDENCE**

278/2018 RESOLVED (Samuel EVANS/Ossie DAYLIGHT) **CARRIED**

- (a) That Council accepts the Confidential Outgoing correspondence.

**20.3 URAPUNGA LOCAL AUTHORITY**

279/2018 RESOLVED (Owen TURNER/David MURRUNGUN) **CARRIED**

- (a) That Council receives and notes report pertaining to establishment of a Local Authority in Urapunga;  
(b) That Council moves item to open session rescinding confidentiality

**20.4 TENDER FOR CLEANING SERVICES - KATHERINE PREMISES**

280/2018 RESOLVED (Deanna KENNEDY/Annabelle DAYLIGHT) **CARRIED**

That Council:

- (a) accepts the report in relation to the cleaning services contract tender process;  
(b) delegates authority to the Director Commercial Services, Chief Financial Officer, Contracts Manager and Assets Manager (acting) to open and assess tenders associated with the contract;  
(c) delegates authority to Council's Finance Committee to accept a report on the tender assessments and award the cleaning services contract at its meeting on the 31 November 2018.

**20.5 PROPOSED CHANGE TO CDP STAFF PLAN**

281/2018 RESOLVED (Helen LEE/Samuel EVANS) **CARRIED**

- (a) That Council accepts the report and approves the position of Senior Compliance Coordinator to the Community Development Programme's staff plan (organisation structure).

**20.6 TENDER AND CONTRACT FOR SECURITY PATROL SERVICES**

**282/2018 RESOLVED (Edwin NUNGGUMAJBARR/Keith RORY)**

**CARRIED**

**That Council:**

- (a) **accepts the report in relation to the security patrol services contract tender process;**
- (b) **delegates authority to the Director Commercial Services, Chief Financial Officer, Contracts Manager and Assets Manager (acting) to open and assess tenders associated with the contract;**
- (c) **requests that a report be presented on the tender assessments for consideration at Council's Ordinary Meeting on the 19 December 2018.**

**20.7 COMMUNITY DEVELOPMENT PROGRAMME UPDATE AND PERFORMANCE REPORT**

**283/2018 RESOLVED (Eric ROBERTS/David MURRUNGUN)**

**CARRIED**

- (a) **That Council receives and notes the report in relation to the Community Development Programme.**

**20.8 PROVISION OF ESSENTIAL SERVICES CONTRACT FOR BULMAN, WEEMOL, JILKMINGGAN AND MANYALLULUK.**

**284/2018 RESOLVED (Ossie DAYLIGHT/Samuel EVANS)**

**CARRIED**

- (a) **That Council provides advice in relation to the acceptance of the contract to provide essential services at Bulman/Weemol, Jilkmिंगgan and Manyalluluk.**

**20.9 BUDGET AMENDMENT**

**285/2018 RESOLVED (Keith RORY/Samuel EVANS)**

**CARRIED**

- (a) **That Council approves budget amendment for 2 Crawford Street Project to value of \$1,131,158.66**

**20.10 ACTING CHIEF EXECUTIVE OFFICER LEAVE**

**286/2018 RESOLVED (Owen TURNER/David MURRUNGUN)**

**CARRIED**

- (a) **That Council authorises the Acting Chief Executive Officer's leave for the period of 13-18 December 2018 inclusive;**
- (b) **That Council appoints Marc GARDNER, Director of Commercial Services, to act in the Chief Executive Officer position for a period of 13-18 December 2018 inclusive.**

**20.11 BORROLOOLA OFFICE UPGRADE**

**287/2018 RESOLVED (Keith RORY/Edwin NUNGGUMAJBARR)**

**CARRIED**

- (a) **That Council approves \$800,000 for Borroloola Office Upgrade project.**

**21.1 MOVE OUT OF CONFIDENTIAL SESSION**

**288/2018 RESOLVED (Owen TURNER/Samuel EVANS)**

***CARRIED***

- (a) **That Council moves out of Confidential Session.**

**CLOSE OF MEETING**

The meeting terminated at 1345hrs

THIS PAGE AND THE PRECEDING PAGES ARE THE MINUTES OF THE Ordinary Meeting of Council HELD ON Wednesday, 31 October 2018 AND CONFIRMED Wednesday, 19 December 2018.

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Mayor Judy MacFARLANE



MINUTES OF THE SPECIAL COUNCIL MEETING OF THE ROPER GULF REGIONAL COUNCIL MEETING HELD AT THE VIA REMOTE CONFERENCE ON WEDNESDAY, 14 NOVEMBER 2018 AT 0900HRS

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## **PRESENT/STAFF/GUESTS**

### **1.1 Elected Members**

- **Mayor Judy MacFARLANE (remote dial from Mataranka);**
- **Deputy Mayor Helen LEE (remote dial from Jabiru);**
- **Councillor Keith RORY (remote dial from Jabiru);**
- **Councillor Owen TURNER (remote dial from Ngukurr);**
- **Councillor Eric ROBERTS (remote dial from Ngukurr);**
- **Councillor Edwin NUNGGUMAJBARR (remote dial from Numbulwar);**
- **Councillor David MURRUNGUN (remote dial from Numbulwar);**
- **Councillor Selina ASHLEY (remote dial from Beswick);**
- **Councillor Ossie DAYLIGHT (remote dial from Jilkminggan);**
- **Councillor Don GARNER (attended in-person at Council Chambers)**
- **Councillor Deanna KENNEDY (attended in-person at Council Chambers);**

### **1.2 Staff**

- Sharon HILLEN, Acting Chief Executive Officer;**
- Cristian COMAN, Manager of Governance and Corporate Planning (Minute Taker);**
- Ashleigh ANDERSON, Governance Officer;**
- Alex MacPHERSON, Information Technology Officer;**
- Patchouli CROSS, Senior Administration Support Officer (remote attendance - Ngukurr);**
- Rodwynne KING, Senior Administration Support Officer (remote attendance - Beswick);**
- Jaydin COLE, Indigenous Workforce Engagement Coordinator (remote attendance - Jilkminggan);**
- Janette MURRUNGUN, Senior Administration Support Officer (remote attendance - Numbulwar);**
- Mandy DEVEREUX, Senior Administration Support Officer (remote attendance - Mataranka).**

### **1.3 Guests**

**NONE**

## **2. MEETING OPENED**

Meeting opened at 0903hrs

**3. WELCOME TO COUNTRY**

The Mayor read the Pledge and welcomed everyone to the Meeting.

**4. APOLOGIES AND LEAVE OF ABSENCE****4.1 APOLOGIES AND LEAVE OF ABSENCE**

289/2018 RESOLVED (Helen Lee/Selina Ashley)

**CARRIED**

- (a) That Council accepts the apologies of Councillor Annabelle DAYLIGHT;
- (b) That Council accepts the apologies of Councillor Samuel EVANS.

**5. DISCLOSURES OF INTEREST**

There were no declarations of interest at this Special Council Meeting.

**6. CORPORATE GOVERNANCE DIRECTORATE REPORT****6.1 2017-18 ANNUAL REPORT**

290/2018 RESOLVED (Donald Garner/David Murrungun)

**CARRIED**

- (a) That Council adopts the draft 2017-18 Annual Report as a true and accurate report on the goals outlined in the 2017-18 Regional Plan, in accordance with Section 199 of the *Local Government Act*, with amendments for publishing purposes.

**7. CLOSE OF MEETING**

The meeting terminated at 0926hrs.

THIS PAGE AND THE PRECEEDING PAGES ARE THE MINUTES OF THE SPECIAL MEETING OF COUNCIL HELD ON WEDNESDAY, 14 NOVEMBER 2018 AND CONFIRMED WEDNESDAY, 19 DECEMBER 2018.

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Mayor Judy MacFARLANE

**CONFIRMATION OF PREVIOUS FINANCE COMMITTEE  
MEETING MINUTES**

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<b>ITEM NUMBER</b>	9.1
<b>TITLE</b>	Confirmation of Previous Finance Committee Minutes
<b>REFERENCE</b>	<b>782842</b>
<b>AUTHOR</b>	Ashleigh Anderson, Governance Officer

**RECOMMENDATION**

- (a) **That Council receives and notes the minutes of the Finance Committee Meeting held on 28 November 2018.**

**BACKGROUND**

The Finance Committee met on 28 November 2018 at the Council Chambers, Roper Gulf Regional Council Building in Katherine.

**ISSUES/OPTIONS/SWOT**

Nil

**FINANCIAL CONSIDERATIONS**

Nil

**ATTACHMENTS:**

- 1 [↓](#) Finance Committee Meeting 2018-11-28 [778631].DOCX



MINUTES OF THE FINANCE COMMITTEE MEETING OF THE ROPER GULF REGIONAL  
COUNCIL MEETING HELD AT THE COUNCIL CHAMBERS  
ROPER GULF REGIONAL COUNCIL HEADQUARTERS  
2 CRAWFORD STREET, KATHERINE ON WEDNESDAY, 28 NOVEMBER 2018 AT 8:30  
AM

## **PRESENT/STAFF/GUESTS**

### **1.1 Elected Members**

- Mayor Judy MacFARLANE
- Deputy Mayor Helen LEE
- Councillor Owen TURNER
- Councillor Ossie DAYLIGHT
- Geoff BISHOP, Independent Member (Remote via Audio Visual Link)

### **1.2 Staff**

- Sharon HILLEN, Acting Chief Executive Officer
- Lokesh ANAND, Chief Financial Officer
- Marc GARDNER, Director of Commercial Services
- Virginia BOON, Acting Director of Council and Community Services
- Cristian COMAN, Manager of Governance and Corporate Planning
- Prerna RAMAWAT, Acting Local Authority Coordinator
- Ashleigh ANDERSON, Governance Officer (Minute Taker)

### **1.3 Guests**

- Amanda HAIGH, Regional Manager Big Rivers Region, Department of Housing and Community Development

## **2. MEETING OPENED**

Meeting opened at 0841hrs

## **3. WELCOME TO COUNTRY**

Mayor Judy MacFARLANE welcomed Members, Staff and Guests to the Meeting and the Roper Gulf Regional Council pledge was read.

## **4. APOLOGIES AND LEAVE OF ABSENCE**

### **4.1 APOLOGIES AND LEAVE OF ABSENCE**

85/2018 RESOLVED (Owen TURNER/Helen LEE)

CARRIED

- (a) That the Finance Committee accepts the apology of Councillor Samuel EVANS.

**5. CALL FOR ITEMS OF GENERAL BUSINESS**

Nil

**6. QUESTIONS FROM THE PUBLIC**

Nil

**7. DISCLOSURES OF INTEREST**

There were no declarations of interest at this Finance Committee.

**8. CONFIRMATION OF PREVIOUS FINANCE COMMITTEE MEETING MINUTES****8.1 CONFIRMATION OF PREVIOUS MINUTES**

86/2018 RESOLVED (Helen LEE/Geoff BISHOP)

CARRIED

- (a) That the Finance Committee adopts the previous minutes of the 29 August 2018 Finance Committee Meeting as a true and accurate record of that meeting and its decisions.

**9. BUSINESS ARISING FROM PREVIOUS MINUTES****9.1 ACTION LIST**

87/2018 RESOLVED (Owen TURNER/Helen LEE)

CARRIED

- (a) That the Finance Committee receives and notes the action list;  
(b) That Council's resources are focused on playgrounds at Jilkminggan, Ngukurr, Robinson River and Mulggan Camp.

**10. INCOMING CORRESPONDENCE****10.1 INCOMING CORRESPONDENCE**

88/2018 RESOLVED (Geoff BISHOP/Owen TURNER)

CARRIED

- (a) That the Finance Committee receives and notes the incoming correspondence.

**11. OUTGOING CORRESPONDENCE**

Nil

**12. EXECUTIVE DIRECTORATE REPORTS****12.1 MATARANKA OVAL LIGHTING GIFT PROJECT**

89/2018 RESOLVED (Helen LEE/Ossie DAYLIGHT)

CARRIED

- (a) That the Finance Committee receives and notes the gifted lights from the Northern Territory Government of the Katherine Sport and Recreation Oval Lights;  
(b) That Council seeks funding from external sources for the installation at a later date.

**13. CORPORATE GOVERNANCE DIRECTORATE REPORTS****13.1 BULMAN LOCAL AUTHORITY****90/2018 RESOLVED (Helen LEE/Ossie DAYLIGHT)****CARRIED**

- (a) That the Finance Committee receives and notes the Composition of the Bulman Local Authority.

**13.2 GRANTS: FUNDING AGREEMENTS FOR ENDORSEMENT****91/2018 RESOLVED (Owen TURNER/Geoff BISHOP)****CARRIED**

- (a) That the Finance Committee accepts the funding offer of \$1,000,000 (GST Exclusive), for infrastructure, upgrade and renewal at Mulgga town camp, by signing, dating, and affixing the common seal to one copy of the agreement;
- (b) That the Finance Committee accepts the funding offer of \$265,513 (GST Exclusive), for the 2018-19 Remote Sport Program, by signing, dating, and affixing the common seal to one copy of the agreement;
- (c) That the Finance Committee accepts the funding offer of \$228,382 (GST Exclusive), for the 2018-19 Special Purpose Grant to revitalise Urapunga, by signing and dating one copy of the agreement.

Deputy Mayor Helen LEE left the meeting, the time being 0921hrs

Deputy Mayor Helen LEE returned to the meeting, the time being 0922hrs

**13.3 FINANCE - FINANCIAL REPORT AS AT 31 OCTOBER 2018****92/2018 RESOLVED (Geoff BISHOP/Owen TURNER)****CARRIED**

- (a) That the Finance Committee receives and notes the financial reports as at 31 October 2018.

Mayor Judy MacFARLANE left the meeting, the time being 0923hrs

Mayor Judy MacFARLANE returned to the meeting, the time being 0924hrs

**13.4 FINANCE - AUDITED GENERAL PURPOSE FINANCIAL STATEMENT 2017-18****93/2018 RESOLVED (Helen LEE/Ossie DAYLIGHT)****CARRIED**

- (a) That Finance Committee receives and notes 2017-18 Audited General Purpose Financial Statements.

**13.5 FINANCE - BUDGET REVISION FIRST QUARTER 2018-19****94/2018 RESOLVED (Ossie DAYLIGHT/Geoff BISHOP)****CARRIED**

- (a) That Finance Committee adopts the First Quarter Amended Budget for 2018-19.

Deputy Mayor Helen LEE left the meeting, the time being 1015hrs

Deputy Mayor Helen LEE returned to the meeting, the time being 1017hrs

**ADJOURNED FOR MORNING TEA 1030HRS – 1100HRS****13.6 PROJECTS DEPARTMENT POSITION CHANGE**

95/2018 RESOLVED (Geoff BISHOP/Owen TURNER)

CARRIED

- (a) That the Finance Committee approves the changes to the title and position description as presented.

**13.7 ASSETS AUCTION - RESULTS**

96/2018 RESOLVED (Geoff Bishop/Helen Lee)

CARRIED

- (a) That the Finance Committee notes the report in relation to the Auction held on the 15 November 2018.

**14. COUNCIL & COMMUNITY SERVICES DIRECTORATE REPORT**

Nil

**15. COMMUNITY SERVICES DIRECTORATE REPORTS**

Nil

**16. COMMERCIAL SERVICES DIRECTORATE REPORTS**

Nil

**17. CLOSED SESSION****17. DECISION TO MOVE TO CONFIDENTIAL SESSION**

97/2018 RESOLVED (Helen Lee/Geoff Bishop)

Members of the press and public be excluded from the meeting of the Confidential Session and access to the correspondence and reports relating to the items considered during the course of the Confidential session be withheld. This action is taken in accordance with Section 65(2) of the *Local Government Act*, as the item lists come within the following provisions:-

**17.1 Registered Name of Organisation** – *The report will be dealt with under Section 65(2) (ciii) of the Local Government Act 2008 and Regulation 8 of the Local Government Act (Administration) Regulations 2008. It contains information that would, if publicly disclosed, be likely to prejudice the interests of Council or some other person.*

**17.2 Confirmation of Previous Confidential Minutes** – *The report will be dealt with under Section 65(2) (ciii) of the Local Government Act 2008 and Regulation 8 of the Local Government Act (Administration) Regulations 2008. It contains information that would, if publicly disclosed, be likely to prejudice the interests of Council or some other person.*

**17.3 End of the Year Awards Function** – *The report will be dealt with under Section 65(2) (ciii) of the Local Government Act 2008 and Regulation 8 of the Local Government Act (Administration) Regulations 2008. It contains information that would, if publicly disclosed, be likely to prejudice the interests of Council or some other person.*

**17.4 Consideration of Cleaning Tender RGRC-2019-AMS-Katherine Premises for a Period of 36 Months** – *The report will be dealt with under Section 65(2) (ci) (ciii) (d) (e) of the Local Government Act 2008 and Regulation 8 of the Local Government (Administration) Regulations 2008. It contains information that would, if publicly disclosed, be likely to cause commercial prejudice to, or confer an unfair commercial advantage on any person; AND information that would, if publicly disclosed, be likely to prejudice the interests of council or some other person; AND information subject to an obligation of confidentiality at law, or in equity; AND information provided to the council on condition that it be keep confidential.*

**17.5 Daly Waters – Waste Water** – *The report will be dealt with under Section 65(2) (cii) (ciii) of the Local Government Act 2008 and Regulation 8 of the Local Government (Administration) Regulations 2008. It contains information that would, if publicly disclosed, be likely to prejudice the maintenance or administration of the law; AND information that would, if publicly disclosed, be likely to prejudice the interests of council or some other person.*

**17.6 Rates Concession to King Ash Bay Fishing Club** – *The report will be dealt with under Section 65(2) (b) of the Local Government Act 2008 and Regulation 8 of the Local Government (Administration) Regulations 2008. It contains information about the personal circumstances of a resident or ratepayer.*

**17.7 Remuneration Strategy** – *The report will be dealt with under Section 65(2) (ci) of the Local Government Act and Regulation 8 of the Local Government (Administration) Regulations. It contains information that would, if publicly disclosed, be likely to cause commercial prejudice to, or confer an unfair commercial advantage on any person (commercial in confidence).*

**17.8 Outgoing Letter – Ratepayer** – *The report will be dealt with under Section 65(2) (b) of the Local Government Act 2008 and Regulation 8 of the Local Government (Administration) Regulations 2008. It contains information about the personal circumstances of a resident or ratepayer.*

That the decisions of the Confidential Session be noted at follows:-

#### **17.1 REGISTERED NAME OF ORGANISATION**

98/2018 RESOLVED (Owen TURNER/Ossie DAYLIGHT)

CARRIED

- (a) That the Finance Committee executes formal name registration via Common Seal.

#### **17.2 CONFIRMATION OF PREVIOUS CONFIDENTIAL MINUTES**

99/2018 RESOLVED (Ossie DAYLIGHT/Owen TURNER)

CARRIED

- (a) That the Confidential Finance Committee adopts the previous minutes of the 29 August 2018 Finance Committee Meeting's Confidential Session as a true and accurate record of that meeting and its decisions.

**17.3 2018 END OF YEAR AWARDS FUNCTION****100/2018 RESOLVED (Helen LEE/Geoff BISHOP)****CARRIED**

- (a) That the Confidential Finance Committee allocates \$50 per capita for each Katherine-based staff member for the 2018 End of Year Awards Function, to be organised by the Roper Gulf Regional Council Social Club Inc;
- (b) That the Finance Committee allocates \$50 per capita funding for each Community Staff member for the 2018 End of Year Awards Function for Community-based Staff, to be organised by respective Area Managers and Council Service Coordinators.

**17.4 CONSIDERATION OF CLEANING TENDER RGRC-2019-AMS - KATHERINE PREMISES FOR A PERIOD OF 36 MONTHS****101/2018 RESOLVED (Helen LEE/Geoff BISHOP)****CARRIED**

- (a) That the Finance Committee awards the contract RGRC-2019-AMS to provide cleaning services for Katherine premises to Yaanma Services Pty Ltd.

**17.5 DALY WATERS - WASTE WATER****102/2018 RESOLVED (Helen LEE/Owen TURNER)****CARRIED**

- (a) That the Finance Committee approves the works carried out in Daly Waters pertaining to the waste water system.

**17.6 RATES CONCESSION TO KING ASH BAY FISHING CLUB****103/2018 RESOLVED (Helen LEE/Geoff BISHOP)****CARRIED**

- (a) That the Finance Committee approves the rates concession of \$147,153.89 to be provided to King Ash Bay .

**17.7 REMUNERATION STRATEGY****104/2018 RESOLVED (Ossie DAYLIGHT/Geoff BISHOP)****CARRIED****That the Finance Committee authorises the following:**

- (a) A 3.5% wage increase for all Level 1 to Level 9 employees effective date first full pay period commencing 26 November 2018;
- (b) An ex gratia payment for all Level 1 to Level 9 employees calculated as described in Financial Considerations;
- (c) All future increases to be indexed to the national minimum wage increases awarded each financial year by the Fair Work Commission.

**17.8 OUTGOING LETTER - RATEPAYER**

**105/2018 RESOLVED (Helen LEE/Ossie DAYLIGHT)**

**CARRIED**

- a) That the Finance Committee receives and notes the correspondence received from rate-payer from Daly Waters, and agrees to waive the accrued interest and accepts a payment-plan for the outstanding rates owed to Council.**

**18. MOVE OUT OF CONFIDENTIAL**

**18. MOVE OUT OF CONFIDENTIAL**

**106/2018 RESOLVED (Owen TURNER/Helen LEE)**

**CARRIED**

- (a) That the Finance Committee moves out of Confidential Session.**

**19. CLOSE OF MEETING**

The meeting terminated at 1218hrs.

THIS PAGE AND THE PRECEEDING PAGES ARE THE MINUTES OF THE Finance Committee HELD ON Wednesday, 28 November 2018 AND CONFIRMED Wednesday 30 January 2019.

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Mayor Judy MacFARLANE

**BUSINESS ARISING FROM PREVIOUS MINUTES**

**ITEM NUMBER** 10.1  
**TITLE** Action List  
**REFERENCE** 781196  
**AUTHOR** Ashleigh Anderson, Governance Officer

**RECOMMENDATION:**

- (a) That Council receives and notes the Action List.

**BACKGROUND**

The Action List is a compilation of the actions from the previous meetings.

Date	Meeting	Item	Description	Comment	Status	Update
27-Jun-18	OMC	15.11	PROJECTS	Projects Business Unit to commence the tendering process for Rocky Creek Bridge Project	Ongoing	<b>All hydrological and geotechnical site visits completed; DIPL happy with progress; Design and documentation to be completed by March 2019.</b>
29-Aug-18	FCM	17.3	LOT 644 BORROLO OLA	CEO to advise on progress of the Borroloola Sports Courts	Ongoing	<b>Design and Documentation near completion</b>
29-Aug-18	FCM	18.3	BARUNGA LIGHTS UPDATE		Ongoing	<b>Tender Uploaded on Tenderlink Facebook and Website</b>
31-Oct-18	OMC	18.3	RATING OF LARRIMAH & DALY WATERS	Council to investigate options to be considered in the 2019-20 Financial Year	Ongoing	<b>23/11/18 – CEO wrote letter of reply to Dave and Kavina Stevenson regarding rates in Larrimah and Daly Waters.</b>
31-Oct-18	OMC	18.6	BULMAN PUBLIC TOILETS – AIRSTRIP	CEO to seek approval to build toilets from the Northern Land Council	Ongoing	<b>Commenced</b>

31-Oct-18	OMC	18.6	BULMAN PUBLIC TOILETS – STORE	Council to put determination for location for the public toilets in Bulman to the Bulman Local Authority	Ongoing	<b>Not Commenced</b>
31-Oct-18	OMC	18.7	OLD DUMP SITES – BARUNGA AND BESWICK	Council to investigate options for the clean up of the old dump sites at Barunga and Beswick	Ongoing	<b>Big Rivers WM Coordinator to conduct an audit and report back to Council.</b>
31-Oct-18	OMC	18.11	MATARANKA SPORT AND RECREATION LIGHTING	CEO to compile and report to the Finance Committee on the cost of installation of the Mataranka Sport and Recreation Grounds Lighting	Ongoing	<b>Report in FCM Agenda</b>
31-Oct-18	OMC	18.12	COUNCIL RATING PROCESS	Council to be provided with a Fact Sheet outlining the rating process; Elected Members to be provided with rates training	Ongoing	<b>Commenced</b>
31-Oct-18	OMC	20.6	TENDER AND CONTRACT FOR SECURITY PATROL SERVICES	To present a Council with a report on the tender assessments for consideration	Ongoing	<b>Commenced</b>
31-Oct-18	OMC	20.8	ESSENTIAL SERVICES CONTACT FOR BULMAN, WEEMOL, JILKMINGGAN AND MANYALLULUK	Council to provide advise in relation to the acceptance of the contact to provide essential services at Bulman/Weemol, Jilkminggan and Manyalluluk.	Ongoing	<b>Commenced</b>
31-Oct-18	OMC	20.11	BORROLOLA OFFICE UPGRADE		Ongoing	<b>Almost Tender Ready</b>

**ATTACHMENTS:**

**INCOMING CORRESPONDENCE**

**ITEM NUMBER** 2.1  
**TITLE** Incoming Correspondence  
**REFERENCE** 781010  
**AUTHOR** Rita Duncan, Executive Assistant to CEO

**RECOMMENDATION**

(a) That Council accepts the incoming correspondence.

Item No	Date Received	Sender	Addressed To	Correspondence Details	InfoXpert ID
1	23/08/2018	Gerry Hurst NAAFLS	CEO	Safe House Minyerri	761185
2	23/08/2018	Susan Gillies	Acting CEO	Roper Creek is closed	761208
3	24/08/2018	Tracey Patterson	Acting CEO	Aboriginal Tourism Strategy Workshop	761262
4	27/08/2018	Giovina D'Alessandro NT Gov	Acting CEO	Liquor Act Amendment	780971
5	31/10/2018	CAL Paula Miller	CEO	Renewed Accreditation Application 15316	389285
6	01/11/2018	Urapunga Aboriginal Corporation	Acting CEO	Jilkminggan Bus Stop	771721
7	01/11/2018	Katherine Coaches	Acting CEO	Jilkminggan Bus Stop	771737
8	01/11/2018	Urapunga Aboriginal Corporation	Acting CEO	Jilkminggan Bus Stop	771726
9	05/11/2018	NT Gov Jamie Chalker	CEO	Grant Agreement R00038M	772860
10	07/11/2018	NT Gov Stephen Hayes	CEO	Cyclone Awareness and Wet Season	773936
11	09/11/2018	Flying Fox Station	Acting CEO	Flying Fox Station Accommodation	774670
12	10/11/2018	NT Grants Commission	Mayor	Annual Return	774654
13	14/11/2018	Jo Nicol Electorate Office	Acting CEO	Blackspot Program	775234
14	27/11/2018	Aust Gov Dept Home Affairs	Damien Kilner	Thank you – Citizenship Ceremonies	708307

**ATTACHMENTS:**

There are no attachments for this report.

**OUTGOING CORRESPONDENCE**

**ITEM NUMBER** 12.1  
**TITLE** Outgoing Correspondence  
**REFERENCE** 780967  
**AUTHOR** Rita Duncan, Executive Assistant to CEO

**RECOMMENDATION**

(a) That Council accepts the outgoing correspondence.

Item No	Date Sent	Sent By	Addressed To	Correspondence Details	InfoXpert ID
1	30/10/2018	Acting CEO	Jim Williams	Bus Stop at Jilkminggan Community	771729
2	30/10/2018	Acting CEO	Katherine Coaches	Bus Stop at Jilkminggan Community	771741
3	30/11/2018	Acting CEO	Support Letter	Artback NT	779598
4	03/12/2018	Acting CEO	Peter Rintel	Daly Waters Works	780304

**ATTACHMENTS:**

There are no attachments for this report.

**WARD REPORT**

<b>ITEM NUMBER</b>	13.1
<b>TITLE</b>	South West Gulf Ward Report
<b>REFERENCE</b>	<b>775946</b>
<b>AUTHOR</b>	Prerna RAMAWAT, Governance Officer

**RECOMMENDATION**

- (a) **That Council receives and notes the South West Gulf Ward Report;**
- (b) **That Council approves the recommendations of the Borroloola Local Authority from the minutes 31 October 2018.**

**BACKGROUND****Local Authority Update**

The Borroloola Local Authority includes; Mayor Judy MacFarlane, Cr Donald Garner, Cr Samuel Evans, Cr Keith Rory, Lizzie Hogan, Trish Elmy, Mike Longton, Maria Pyro, Marleen Karkadoo, Raymond Anderson, Rebecca Gentle, Stan Allen and Jonathon Sauer.

The Borroloola Local Authority has a rotating Chairperson.

The Borroloola Local Authority Meeting was held on Thursday 04 October 2018. Attached are the minutes of previous meeting.

**Next Meeting:** Borroloola Local Authority meeting was scheduled and held on 06 December 2018 and for next round of LA Meeting (2019) dates yet to be confirmed.

Minutes for 06 December 2018 LA meeting are not available at the time of this report writing.

**ACTION LIST**

<b>Date</b>	<b>Agenda Item #</b>	<b>Item Description</b>	<b>Responsible Person</b>	<b>Status</b>	<b>Status Comments - Completion Date</b>
09.06.16	6.2 Incoming Correspondence	Request an application for a special lease so this license is not required every 12 months.	Area Manager / DCG	Ongoing	<b>05/04/18</b> Still waiting for response from NTG.  04/10/18: ongoing, trying to get the 3 land parcels relating to Tamarind Park area set up as special lease.

Date	Agenda Item #	Item Description	Responsible Person	Status	Status Comments - Completion Date
02.02.17	11.4 Council Financial Report	<p>Local Authority want to see a draft design/ plan for the Borrooloola CBD/ Searcy at the next meeting</p> <p>ACTION: Provide copy of drawings for LA members to be able to view.</p>	DCG	Ongoing	04/10/18: drawings were presented in 06 Dec 2018 LA meeting.
08.03.17	11.1 ELECTED MEMBER REPORT	Council to invite someone from Lands & Planning to the next LA meeting to provide feedback.	Local Authority Coordinator	Ongoing	<p><b>07/06/18</b> See 12.2 Newsletters from Ashurst. High Court case still ongoing and relevant Ministers are aware of this issue.</p> <p>04/10/18: still waiting for high court decision relating to crown lease subdivisions, which relates to the Borrooloola Subdivision.</p> <p><b>No Further Updates.</b></p>
18.09.17	11.6 GOVERNANCE REPORT - LOCAL AUTHORITY PROJECT FUNDING UPDATE ON BOTH LA AND GENERAL PROJECTS	<p>Look into signage and options to stop large traffic going through town and ending up with no where to turn around.</p> <p>2) CSC to follow up and report back at the next meeting on.</p>	DCCS	Ongoing	<p>07/06/18 Land Tenure is an issue, design and options still to be investigated.</p> <p>04/10/18: signage has arrived however still working on location for vehicle turn around. Council are continuing to look at all options with DIPL</p>

Date	Agenda Item #	Item Description	Responsible Person	Status	Status Comments - Completion Date
18.09.17	11.6 GOVERNANCE REPORT - LOCAL AUTHORITY PROJECT FUNDING UPDATE ON BOTH LA AND GENERAL PROJECTS	LA would like Council to <u>look into</u> options for the creation of a town map.	DCCS	Ongoing	04/10/18: mock up is nearly finished, then designer to draft up something to be tabled.  <b>Information has been collected to design.</b>
09.11.17	12.5 ROADS IN TOWN CAMPS	Council to look at the town camp roads and the section of dirt road linking Mulholland St and Jose St, to estimate the costs of repair so funding and grants applied for.	DCG	Ongoing	09/08/2018 DIPL managed Bridge & Roads Program.  04/10/18 On agenda for Council Roads Committee.  <b>Maps to be tabled.</b>
08.02.18	11.5 REVIEW OF SIGNAGE DESIGN FOR TAMARIND PARK PROJECT	Tamarind park Heritage signs commemorating significant Historical Cultural aspects of Community.	DCCS	Ongoing	Total 6 signs  1 sign completed 4 signs script approved & at design stage 1 sign yet to develop script.

Date	Agenda Item #	Item Description	Responsible Person	Status	Status Comments - Completion Date
08.02.18	11.6 UPGRADE OF ROADS – JOSE & GARAWA STREETS IN BORROLOOL A	Original NOTE: Can Council push Government to get the road and drainage infrastructure started / completed in the subdivision?	DCG	Ongoing	09/08/2018 Subdivision Roads – Tied to 11.1 with NLC & planning of NEW SUBDIVISION. Council will investigate utilizing road plant for remedial works during DIPL managed BORROLOOLA BRIDGE & ROADS PROGRAM  <b>04/10/18 Reseal will be included at CBD upgrade.</b>
05.04.18	8.1 Business Arising from Previous Minutes	Development of Sports Courts including the upgrade of the courts including: roof, lights, drainage, and sewerage.	DCCS	Ongoing	Sharon to put report in LA agenda
05.04.18	12.2 BORROLOOL A FISHING COMPETITION	Council to send a letter to King Ash Bay Fishing Club with feedback from local residents regarding fishing competition.	DCCS	Completed	09/08/2018 Acting CEO to DRAFT a Letter – LA Members are concerned this competition structure excludes many Locals from entering.  <b>04/10/18: Letter drafted and sent</b>

Date	Agenda Item #	Item Description	Responsible Person	Status	Status Comments - Completion Date
04.10.18	11.7 COUNCIL EXPENDITURE REPORT & LA PROJECT REGISTER UPDATE	Council to send proposed date to Local Authority Members for out of session meeting for LA to allocate this years LA project funding.	DCCS	Completed	Out of session Meeting occurred on 22.11.2018.  Minutes are in Agenda
04.10.18	12.7 ROADS UPDATE: ROCKY CREEK, CBD AND TOWN CAMPS	Council to write a letter Malandari to repair the pot holes within their area	DCCS	New	Letter still needs to be drafted.
04.10.18	12.1 CEMETERY UPDATE	Council to find out who are the existing members of the Borroloola Cemetery Trust, and try to get them to have a special meeting before the next LA meeting.	DCCS	New	CSC has started work on this

**FINANCIAL CONSIDERATIONS**

Nil

**ATTACHMENTS:**

1 [↓](#) Borroloola Local Authority 2018-10-04 [765485].DOCX



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MINUTES OF THE BORROLOOLA LOCAL AUTHORITY MEETING OF THE ROPER GULF  
REGIONAL COUNCIL MEETING HELD AT THE CONFERENCE ROOM COUNCIL  
SERVICE DELIVERY CENTRE, BORROLOOLA ON THURSDAY, 04 OCTOBER 2018 AT  
10.00AM

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## **1. PRESENT/STAFF/GUESTS**

### **1.1 Elected Members**

Councillor Donald GARNER (Chairperson)

### **1.2 Local Authority Members**

Mike LONGTON

Trish ELMY

Lizzy HOGAN

Stan ALLEN

Maria PYRO

### **1.3 Staff**

Sharon HILLEN – Acting Chief Executive Officer (CEO)

Cindy MORGAN – Senior Administration Support Officer (Minute Taker)

### **1.4 Guests**

Jo NICOL – MP Warren Snowdon's Office

Gary HILLEN - MP Warren Snowdon's Office

Amanda HAIGH - Department of Housing and Community Development

Keegan WILLIAMS - Department of Housing and Community Development

## **2. MEETING OPENED**

**Provisional** Meeting opened at 10:29am

## **3. WELCOME TO COUNTRY**

Councillor Don Garner welcomed all members, staff and guests to the meeting and the Roper Gulf Regional Council pledge was read.

Maria Pyro welcomed everyone to country.

#### **4. APOLOGIES AND LEAVE OF ABSENCE**

##### **4.1 APOLOGIES AND LEAVE OF ABSENCE**

48/2018 RESOLVED (Mike Longton/Stan Allen)

- (a) That the Borrooloola Local Authority accept the apologies from Councillor Samuel Evans, Councillor Keith Rory, Local Authority Members Raymond Anderson, Marlene Karkadoo, Jon Sauer, Kevin Liddy PMC, Greg Crofts CEO MARIC

#### **5. CONFIRMATION OF PREVIOUS MINUTES**

##### **5.1 CONFIRMATION OF PREVIOUS MINUTES**

*Provisional meeting only; unable to confirm minutes of previous meeting*

##### **RECOMMENDATION**

- (a) That the Borrooloola Local Authority approve the minutes as a true and accurate record of the Borrooloola Local Authority Meeting held on 09 August 2018.

#### **6. CALL FOR ITEMS OF OTHER BUSINESS**

- Late Report: Community Safety
- Late Report: Borrooloola Sports Courts
- Development Application - Lot 384 Robinson Road
- MARIC Update from Greg Crofts
- Roads – Rocky Creek, CBD, Town Camps
- Satisfaction Survey
- Community Grants
- Power and Water invitation to opening of Water Treatment Plant

#### **7. DISCLOSURES OF INTEREST**

There were no declarations of interest at this Borrooloola Local Authority.

#### **8. BUSINESS ARISING FROM PREVIOUS MINUTES**

##### **8.1 ACTION LIST**

49/2018 RESOLVED (Stan Allen/Trish Elmy)

- (a) That the Borrooloola Local Authority receive and note the Action List

Date	Agenda Item #	Item Description	Responsible Person	Status	Status Comments - Completion Date
09.06.16	6.2 Incoming Correspondence	<p><b>Original ACTION:</b> Request an application for a special lease so this license is not required every 12 months.</p>	Area Manager / DCG	Ongoing	<p>05/04/18 Still waiting for response from NTG <b>04/10/18: ongoing, trying to get the 3 land parcels relating to Tamarind Park area set up as special lease.</b></p>
02.02.17	11.4 Council Financial Report	<p><b>Original ACTION:</b> Local Authority want to see a draft design/ plan for the Borroloola CBD/ Searcy at the next meeting</p> <p><b>ACTION: Provide copy of drawings for LA members to be able to view.</b></p>	DCG	Ongoing	<p>09/08/2018 This project to be combined with other road projects for next round of tendering. Plans and drawings will be presented once finalized as part of a program of works. To be advised. <b>04/10/18: drawings to be presented after meeting</b></p>
08.03.17	11.1 ELECTED MEMBER REPORT	<p><b>Original ACTION:</b> Council to invite someone from Lands &amp; Planning to the next LA meeting to provide feedback.</p>	Local Authority Coordinator	Ongoing	<p>07/06/18 See 12.2 Newsletters from Ashurst. High Court case still ongoing and relevant Ministers are aware of this issue. <b>04/10/18: still waiting for high court design relating to crown lease subdivisions, which relates to the Borroloola Subdivision</b></p>

Date	Agenda Item #	Item Description	Responsible Person	Status	Status Comments - Completion Date
18.09.17	11.6 GOVERNANCE REPORT - LOCAL AUTHORITY PROJECT FUNDING UPDATE ON BOTH LA AND GENERAL PROJECTS	<p><b>Original ACTION:</b> Look into signage and options to stop large traffic going through town and ending up with no where to turn around.</p> <p>2) CSC to follow up and report back at the next meeting on.</p>	DCCS	Ongoing	<p>07/06/18 Land Tenure is an issue, design and options still to be investigated.</p> <p><b>04/10/18: signage has arrived however still working on location for vehicle turn around. Council are continuing to look at all options with DIPL</b></p>
18.09.17	11.6 GOVERNANCE REPORT - LOCAL AUTHORITY PROJECT FUNDING UPDATE ON BOTH LA AND GENERAL PROJECTS	<p><b>Original ACTION:</b> LA would like Council to <u>look into</u> options for the creation of a town map.</p>	DCCS	Ongoing	<p>05/04/18 This action has commenced.</p> <p><b>04/10/18: mock up is nearly finished, then designer to draft up something to be tabled</b></p>
09.11.17	12.5 ROADS IN TOWN CAMPS	<p><b>Original ACTION:</b> Council to look at the town camp roads and the section of dirt road linking Mulholland St and Jose St, to estimate the costs of repair so funding and grants applied for.</p>	DCG	Ongoing	<p>09/08/2018 DIPL managed Bridge &amp; Roads Program</p> <p><b>04/10/18 On agenda for Council Roads Committee</b></p>

Date	Agenda Item #	Item Description	Responsible Person	Status	Status Comments - Completion Date
08.02.18	11.5 REVIEW OF SIGNAGE DESIGN FOR TAMARIND PARK PROJECT	<p><b>Original ACTION:</b> Council to write letter to MRM requesting assistance with Greening Borroloola.</p> <p>Is the original action complete?</p> <p><i>NOTE: Greening of Tamarind Park and other areas around Borroloola has already been verbally discussed between the Council and MRM. Looking at a group effort between MRM, Council, School, and CDP, Mabunji etc. to start growing grass runners and trees for Borroloola.</i></p>	DCCS	Ongoing	<p>09/08/2018 Sharon Hillen presented artwork proofs. Still awaiting Mermaid Dreaming text.</p> <p><b>04/10/18: Sharon would like to talk to people regarding these stories to keep the project moving. Council would like Tamarind Park as a Tourist &amp; Historical destination has stories about all the people from the Borroloola area. LA to assist with gathering stories for the sign at Tamarind Park.</b></p>

Date	Agenda Item #	Item Description	Responsible Person	Status	Status Comments - Completion Date
08.02.18	11.6 UPGRADE OF ROADS – JOSE & GARAWA STREETS IN BORROLOOLA	Original NOTE: Can Council push Government to get the road and drainage infrastructure started / completed in the subdivision?	DCG	Ongoing	09/08/2018 Subdivision Roads – Tied to 11.1 with NLC & planning of NEW SUBDIVISION. Council will investigate utilizing road plant for remedial works during DIPL managed BORROLOOLA BRIDGE & ROADS PROGRAM <b>04/10/18</b> <b>Reseal will probably happen at same time at CBD upgrade.</b>
05.04.18	8.1 Business Arising from Previous Minutes	Development of Sports Courts including the upgrade of the courts including: roof, lights, drainage, and sewerage.	DCCS	Ongoing	09/08/2018 a) A difficult site for engineering with planning issues still being worked through, b) PINK sign estimated to be 3 weeks from today – pending Project Team, c) Continued efforts to deliver before 31/12/18 <b>04/10/18</b> <b>Planning issues are continuing to be worked through.</b>

Date	Agenda Item #	Item Description	Responsible Person	Status	Status Comments - Completion Date
05.04.18	8.1 Business Arising from Previous Minutes	Final design of Borrooloola CBD, Searcy St, Anyula St upgrade. <b>Action: Provide copy of drawings for LA members to be able to view.</b>	DCCS	Ongoing	09/08/2018 This project to be combined with other road projects for next round of tendering. Plans and drawings will be presented once finalized as part of a program of works. To be advised. <b>04/10/18: drawings to be presented after meeting</b>
05.04.18	12.2 BORROOLOOLA FISHING COMPETITION	<b>Original ACTION:</b> Council to send a letter to King Ash Bay Fishing Club with feedback from local residents regarding fishing competition.	DCCS	Ongoing	09/08/2018 Acting CEO to DRAFT a Letter – LA Members are concerned this competition structure excludes many Locals from entering. <b>04/10/18: Letter still to be drafted</b>
04.10.18	11.7 COUNCIL EXPENDITURE REPORT & LA PROJECT REGISTER UPDATE	Council to send proposed date to Local Authority Members for out of session meeting for LA to allocate this years LA project funding.	DCCS	New	
04.10.18	12.7 ROADS UPDATE: ROCKY CREEK, CBD AND TOWN CAMPS	Council to write a letter Malandari to repair the pot holes within their area.	DCCS	New	
04.10.18	12.1 CEMETERY UPDATE	Council to find out who are the existing members of the Borrooloola Cemetery Trust, and try to get them to have a special meeting before the next LA meeting.	DCCS	New	

**9. INCOMING CORRESPONDENCE**

Nil

**10. OUTGOING CORRESPONDENCE**

Nil

**11. GENERAL BUSINESS****11.1 CARPENTARIA HIGHWAY JUMP UP**

- Remedial work with signage has been installed at the bottom of the Jump up
- Same problem exists at the top of the jump up, signage also required for this area.

**50/2018 RESOLVED (Mike Longton/Maria Pyro)**

- (a) **That the Borrooloola Local Authority receive and note the Carpentaria Highway Jump up Report.**

**11.2 DANGEROUS DOGS REPORT****51/2018 RESOLVED (Mike Longton/Trish Elmy)**

- (a) **That the Borrooloola Local Authority receives and notes this report regarding Dangerous Dogs.**

**11.3 DOG DETERRENTS****52/2018 RESOLVED (Mike Longton/Stan Allen)**

- (a) **That the Borrooloola Local Authority receive and note the Dog Deterrents Report from the Department of Housing and Community Development and endorses the use of the "Dog Dazer" for Department of Housing and Community Development staff.**

**11.4 BORROLOOLA AND DISTRICT SHOW -**

- Community meeting to be held 5:30pm at the Council Office 04/10/18
- Online survey available for feedback

**53/2018 RESOLVED (Mike Longton/Stan Allen)**

- (a) **That the Borrooloola Local Authority receive and note the report on the Borrooloola and District Show.**
- (b) **That the Borrooloola Local Authority get feedback from the community regarding dates and possible organisation to run the Borrooloola Show.**

**11.5 COUNCIL SERVICES REPORT**

- Garbage truck is out of service and has gone to Katherine for repairs.
- Irrigation is ongoing to Tamarind Park and the showgrounds.

54/2018 **RESOLVED (Mike Longton/Maria Pyro)**

- (a) **That the Borroloola Local Authority receive and note the Council Services Report**

**11.6 ELECTED MEMBERS REPORT**

- Councillors have been pushing Council to get the projects completed.
- Council aim to have the large Borroloola projects to be completed by the end of the next dry season.
- Council is spending money / reserves where required to keep projects going / get them finished.
- Upcoming meetings, Roads Committee, Audit Committee, National Roads Forum, and LGANT AGM.
- Sharon still Acting CEO while Michael continues to improve. He is due back on deck in January 2019.

55/2018 **RESOLVED (Mike Longton/Stan Allen)**

- (a) **That the Borroloola Local Authority receive and note the Elected Member Report.**

**11.7 COUNCIL EXPENDITURE REPORT & LA PROJECT REGISTER UPDATE**

- New round of funding is available \$130580 for 2018 - 2019, to be allocated by Borroloola LA.
- LA to hold out of session meeting to discuss allocation of new round of funding before next LA meeting.
- Reminder on Local Authority Project Funding:

***The local authority project funding pool supports priority community projects that encourage the continued development of local authorities and their respective communities.***

*The funding aims to:*

- build stronger communities*
- assist community projects as recommended by local authorities*
- help local governing bodies and their communities they present to become stronger and self-sustaining*
- provide quality community infrastructure that facilitates community activity and integration*
- develop local government capacity to provide legitimate representation, effective governance improved service delivery and sustainable development.*

***What you can use the funding for***

*The following are examples of how you can use the funding:*

- repairs and maintenance of community assets controlled or owned by the council*
- acquiring plant and equipment directly related to local government service delivery*
- upgrading or enhancing community sporting facilities.*

*If the proposed project relies on pre-conditions (such as the acquisition of a section 19 lease under the Aboriginal Land Rights (Northern Territory) Act 1976 (Cth)), then the project should not be undertaken until there is conclusive evidence that the condition will not hinder the progress of the project for which funds have been allocated.*

### **What you can't spend funding on**

You can't use funding for any of the following:

- buying vehicles or paying fuel expenses
- paying salaries or cash prizes
- purposes that are not of a local government nature that are relevant to another NT Government department.

Administration and/or project management fees are not to be levied on this grant funding.

#### **56/2018 RESOLVED (Lizzie Hogan/Trish Elmy)**

- (a) That the Borrooloola Local Authority receive and note the Financial (Expenditure) Report for the fourth Quarter of 2017-18
- (b) That the Borrooloola Local Authority receive and note the LA Project Expenditure Report as at 20 September 2018

**ACTION:** Council to send proposed date to Local Authority members for out of session meeting for LA to allocate this years LA project funding.

## **12. OTHER BUSINESS**

### **12.1 BORROLOOLA CEMETERY UPDATE**

- AIM industries have supplied technical drawings of the proposed layout of the new area of the cemetery which have previously have been approved by LA
- Need feedback from Borrooloola Cemetery Trust – find out who are the existing members, the Trust is not active.
- Borrooloola Cemetery Trust need to advise Council on how they would like the cemetery run, ie; rules and regulations
- LA do not want to have 1 area per clan group.
- Old original area of Cemetery is running out of space
- LA would like council to proceed to commence works at the cemetery on site 4 / pink zone (drawing) to allow set up of new zone for burials, so the old area can be closed off.
- Cemetery Act* is still to be finalised, it should be out for public consultation in November.

#### **57/2018 RESOLVED (Stan Allen/Mike Longton)**

- (a) That the Borrooloola Local Authority receive and note the update on the Borrooloola Cemetery.
- (b) That the Borrooloola Local Authority approve Council to commence works on site 4 to set up new area at cemetery.

**ACTION:** Council to find out who are the existing members of the Borrooloola Cemetery Trust, and try to get them to have a special meeting before the next LA meeting.

## 12.2 DELIVERY OF "I-SWIM" CHAIR

58/2018 RESOLVED (Mike Longton/Lizzie Hogan)

- (a) That the Borrooloola Local Authority receive and note the report on the delivery of the "I-Swim" chair to Borrooloola.

## 12.3 LATE REPORT: COMMUNITY SAFETY

- Structure has been changed to allow better supervision / coordination on the ground in each community / town.

59/2018 RESOLVED (Mike Longton/Maria Pyro)

- (a) That the Borrooloola Local Authority receive and note the Community Safety report.

## 12.4 LATE REPORT: BORROLOOLA SPORTS COURTS

- The site has been a difficult site to work with historical legacy issues.
- Planning issues are being worked through; this has included access and encroachment issues.
- Funding is in place.
- Latest design / layout have been tabled at LA to be approved so we can proceed with engineering.
- Design to be engineered before moving into planning and development application phase

60/2018 RESOLVED (Mike Longton/Stan Allen)

- (a) That the Borrooloola Local Authority receive and note the report on the Borrooloola Sports Courts.

## 12.5 DEVELOPMENT APPLICATION – LOT 384 ROBINSON ROAD

- Pink Proposed Development signs are going up this afternoon.
- Will go out to tender after building permit has been issued
- Temporary office will be set up in Lot 385 during building and construction.
- Expect a 10 week build period

61/2018 RESOLVED (Maria Pyro/Trish Elmy)

- (a) That the Borrooloola Local Authority receive and note the report on the Development Application for Lot 384 Robinson Road.

## 12.6 MARIC UPDATE

62/2018 RESOLVED (Lizzie Hogan/Mike Longton)

- (a) That the Borrooloola Local Authority receive and note the report on MARIC.

## 12.7 ROADS UPDATE: ROCKY CREEK, CBD AND TOWN CAMPS

Sharon meeting with DIPL this afternoon regarding multiple road projects here in Borrooloola, including Rocky Creek, CBD, Town Camps, Long Vehicle turn around.

- Rocky Creek:** currently in 16 week design phase (detailed design and costing); have already come across a few hurdles, one of which is Aboriginal Protection Authority exclusion zones downstream which will require the realignment of the approaches of the bridge. Council have requested costs for current height and raising 1m as we are unsure if the funding will cover the realignment. Must also have to factor in the services that cross the bridge and access during build. Aim to have this out to tender in through the wet season for a dry season build / construct.
- CBD:** designs to be tabled next meeting, proposed that CBD is packaged with works for Rocky Creek and possibly town camps.
- Long Vehicle Turn around area:** we have been unable to use the parcel of land we had identified on Robinson road and other options have also been unavailable. Suggested installation of a round-about at Robinson Road – Garawa intersection for vehicle turn around.
- Town Camp Roads:** on the Council Roads Committee agenda
- Garawa 1:** unsealed road at the end near the round about has no streetlight and the dust is effecting the health of children with Asthma. – on the Council Roads Committee agenda.
- Malandari Store:** large dangerous pot holes with in their boundary

63/2018 RESOLVED (Mike Longton/Stan Allen)

- (a) That the Borrooloola Local Authority receive and note the update on roads.

**ACTION:** Council to write a letter Malandari to repair the pot holes within their area.

## 12.8 COUNCIL SATISFACTION SURVEY

64/2018 RESOLVED (Trish Elmy/Lizzie Hogan)

- (a) That the Borrooloola Local Authority receive and note the report on Councils Satisfaction Survey.

## 12.9 COMMUNITY GRANTS

- Next round of Grants open in January 2019, closed in February for March Announcement.
- \$1000 for Individuals
- \$3000 for Groups / events

65/2018 RESOLVED (Mike Longton/Maria Pyro)

- (a) That the Borrooloola Local Authority receive and note the report on Councils Community Grants.

**12.10 BORROLOOLA WATER TREATMENT PLANT OPENING**

LA members invited to Official Opening of Water Treatment Plant Tuesday 16 October, location and time TBA.

66/2018 **RESOLVED** (Mike Longton/Lizzie Hogan)

- (a) **That the Borrooloola Local Authority receive and note the invitation to the opening of the Water Treatment Plant.**

**12.11 FUNERAL PROCESS**

- Local people are confused over process for burials.
- Need to create a fact sheet / flyer regarding the process
- Need a local person to be a go to person / coordinator to help families to facilitate the process during the difficult time.
- Need LA members to help explain / provide guidance regarding the process to local people when a funeral services is required
- Look at closing off vehicle access and installing a pedestrian gate to reduce vehicles going in the area.
- Future development includes bollards and chains to stop access to the old cemetery and stop vehicles from running over unmarked graves.

67/2018 **RESOLVED** (Mike Longton/Stan Allen)

- (a) **That the Borrooloola Local Authority receive and note the concern and confusion of the process of funerals.**

**CLOSE OF MEETING**

The meeting terminated at 13:25 pm.

THIS PAGE AND THE PRECEEDING PAGES ARE THE MINUTES OF THE Borrooloola Local Authority Meeting HELD ON Thursday, 4 October 2018 AND CONFIRMED Thursday, 6 December 2018.

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Chairperson

**WARD REPORT**

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<b>ITEM NUMBER</b>	13.2
<b>TITLE</b>	Never Never Ward Report
<b>REFERENCE</b>	<b>776395</b>
<b>AUTHOR</b>	Prerna RAMAWAT, Governance Officer

**RECOMMENDATION**

- (a) **That the Council receives and notes the Never Never Ward Report;**
- (b) **That the Council approves the recommendations of the Jilkmिंगgan Local Authority from the minutes 02 October 2018;**
- (c) **That the Council approves the recommendations of the Mataranka Local Authority from the minutes 08 October 2018;**
- (d) **That the Council approves the recommendations of the Hodgson Downs Local Authority from the minutes 11 October 2018.**

**BACKGROUND**

Local Authority Meetings are held in Jilkmिंगgan, Mataranka and Hodgson Downs.

The Jilkmिंगgan Local Authority Meeting formally met on 02 October 2018, having obtained the necessary quorum and The Jilkmिंगgan Local Authority was scheduled on 04 December 2018 got cancelled due to lack of Quorum.

The Mataranka Local Authority Meeting formally met on 04 December 2018, having obtained necessary quorum.

The Hodgson Downs Local Authority met with a Provisional Meeting on 11 October 2018 and the one which was scheduled on 13 December 2018 got cancelled due to Alawa Corporation CEO not available.

**JILKMINGGAN**

Current Membership include: Mayor Judy MacFarlane, Cr Annabelle Daylight, Cr Ossie Daylight, Cheryl Lardy, Lisa McDonald, Patricia Baker, Anne Marie McDonald (Woods), Jeffery Joe, Simone Baker and Rosina Farrell.

**Next Meeting:** Jilkmिंगgan's next Local Authority Meeting date is yet to be confirmed for 2019.

**RECOMMENDATION:**

- (e) **That the Jilkmिंगgan Local Authority receives and notes the Action List.**

Date	Agenda Item #	Item Description	Responsible Person	Status	Status Comments - Completion Date
01.08.17	12.11 REQUEST SOLAR LIGHTS AT MOLE HILL	LA request Outstations Program source funds to install 2 solar lights at Mole Hill.	DCS	Ongoing	27/09/2018: One solar light has been installed awaiting confirmation of funding for second solar light. 02/10/18 Still waiting for funding to be approved for second solar light  <b>No Further updates</b>
06.02.18	10.3 JILKMINGGAN PLAY GROUND PROJECT	CSC to follow up on previous request of Play Ground Areas and Equipment and report back to the next Local Authority Meeting.	Projects	Ongoing	23/05/18: Community meeting has not been called at this time. 02/10/18 Mayor Judy McFarlane will follow-up with the progress of the playground and report back at next LA Meeting
2.10.18	12.6 STREET NAMES	CSC to follow up with JCAC on street names.  ACTION: CSC to order 10 more Street signs	CSC	Partially Completed	Acting CSC Sommer Meadows to order 10 more street signs LA Funded \$2,200.00.  <b>Street Signs been ordered</b>
2.10.18	PLAYGROUND FOR MULGAN CAMP	Mayor requested LA to contribute \$5000 to assist with playground at Mulgan Camp.	CSC	Ongoing	Local Authority Jilkminggan agreed to provide \$5000 to Mulgan Camp playground.  <b>It was approved and passed. The money is sitting in budget.</b>
02.10.18	10.1 JILKMINGGAN PLAYGROUND PROJECT	LA requested an additional playground at Jilkminggan Street  NOTE: Refer to Outgoing Correspondence Report provided within this Agenda 02/10/2018.	CSC	Ongoing	LA Jilkminggan has agreed to carry over \$30,000 into next year budget for additional playground in Jilkminggan. JCAC supporting correspondence to be discussed at next LA Meeting.

02.10.18	BOLLARDS IN COMMUNITY	COUNCIL to remove rocks & install Bollards.	CSC	Ongoing	Bollards to replace rocks around COUNCIL areas i.e. Parks, Oval, Culverts 100x Bollards already ordered. <b>Awaiting delivery</b>
02.10.2018	12.1 BUS SHELTER	JCAC request for shade over Bus shelter near COUNCIL offices.	CEO	Completed	.18.10.2018 Letter were written by CEO to Yirara College, Urapanga Bus services and to Bodhi Bus. (Outgoing Correspondence) Feedback received from Urapanga Bus service and Bodhi Bus (Incoming Correspondence).
02.10.2018	12.2 PRIZES FOR RCRC TIDY YARDS COMPETITION	LA support the COUNCIL Tidy Yards Competition and investigating opportunities for prizes	CSC	Ongoing	CSC to investigate funding options to assist with prizes. 19.10.2018 Support Letter is written by Acting CSC (Incoming Correspondence)
2.10.2018	12.3 PRIZES FOR AUSTRALIA DAY FISHING COMPETITION	LA support the Fishing Competition held over the Australia Day long weekend and investigating opportunities for prizes	CSC	Ongoing	CSC to investigate funding options to assist with prizes.  CSC to address operationally. Operational matters will be removed from Action list.

## MATARANKA

Current Membership includes; Mayor Judy MacFarlane, Cr Annabelle Daylight, Cr Ossie Daylight, Diane Angel, Sue Edwards, Alan Chapman, Michael Somers, Jill Emerson-Smith, Philippa Stansell (Resigned in December LA Meeting), Margaret Minnet and Antonella Martin.

**Next Meeting:** Mataranka's next Local Authority Meeting is yet to be confirmed for 2019.

**ACTION LIST**

Date	Location	Agenda Item #	Item Description	Responsible Person	Status	Status Comments - Completion Date
01.08.2017	Mataranka	<b>TOWN PRIORITIES</b> Replacement of toilets at Sport and Recreation Grounds in consultation with LA	Sports & Rec Grounds Capital Works \$200K budget to upgrade all services on site: power, water, sewerage,	Projects  CEO	Ongoing	Current expenditure \$115K – request itemized list of costing. 08/10/18 Actual costing report to be provided at the next LA Meeting 04 December 2018.  <b>04.12.18 Further investigation on the exact expenditure from this funding.</b>  Acting CEO to calculate what is left of the 200K
01.08.2017	Mataranka	11.8 GOVERNANCE REPORT - MATARANKA MASTER PLAN	Library and Museum access.	DCCS/DCG	Near Completion	13/11/18 New funding application submitted today, Building Better Region fund with Commonwealth & NGT Local Strategic Infrastructure Fund
07.12.17/03.04.18	Mataranka	12.3 COMMUNITY TOURISM INFORMATION MAP  NEW ACTION	Gather all the information and put on a DRAFT Mataranka Map and bring to next LA Meeting.  Email copy of draft map to LA Members	Area Manager  SASO		08/10/18: New map is being investigated.  Commenced, Design on - track.  <b>05.12.18 Completed</b>

08.10.18	Mataranka	9.1 Incoming Correspondence	Circular the Mataranka Cemetery Master plan to LA member before next meeting	CEO	Ongoing	13/11/18 Sharon will provide a draft copy of the plan at the meeting.  04.12.18 Ongoing
08.10.18	Mataranka	11.3 Council Expenditure Report & LA Project register Update	To investigate councilors fees, pick up only across 3 communities Bulman, Ngukurr & Mataranka	CEO	Ongoing	13/11/18 These fees don't come out of the communities actual budgets.  Related to OCM being held in Community.  LA member: Please advise why only 3 communities are being charged for Councillors meeting fees.
04.12.18	Mataranka	11.5	Concrete slab	AM	Ongoing	The concrete slab to be fenced and interruptive signage installed
04.12.18	Mataranka	11.7	Mataranka Sport and Rec Ground – Campdraft announcers stand & Ablution block	AM	Ongoing	The Campdraft Announcers stand & Ablution Block be replaced by April 2019.
04.12.18	Mataranka	11.9	Australia Day Citizens of the Year Awards	SASO	Completed	To find out if the Citizen of the year award can be given to a Couple (Husband and Wife).
04.12.18	Mataranka	11.10	Community Safety	AM	Ongoing	A plaque of appreciation is to be made and presented to the Mataranka Community Safety Team.

04.12.18	Mataranka	11.12	Mataranka Cemetery Master Plan	AM	Ongoing	Local Authority members meet at the Cemetery to visualize the buffer zones before deciding on the location for the new plots.
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### HODGSON DOWNS

Current Membership includes; Mayor Judy MacFarlane, Cr Annabelle Daylight, Cr Ossie Daylight, Jonathon Walla, James Nuggett, Samuel Swanson, Ken Muggeridge, Clive Roberts, Samuel Daylight, Alan Watson.

**Next Meeting:** Hodgson Downs's next Local Authority Meeting was scheduled for Thursday 13 December 2018, which got cancelled because of Alawa Corporation CEO not available.

### ACTION LIST

Date	Agenda Item #	Item Description	Responsible Person/ Team	Status	Status Comments - Completion Date
22.08.18		Investigate fencing for another Cemetery at Kewyuli that was not fenced as part of the previous program. Mayor and DCS to investigate location of the Cemetery.	Mayor/ DCS/ Contracts Manager	Ongoing	No other Cemetery fence to be installed, spoke to residents and were advised they were talking about sacred ceremony grounds
22.08.18		CEO Ken Muggeridge to follow-up to provide an ALAWA Aboriginal Corporation Business Plan and amend MOU with Council.	DCS/ Ken Muggeridge	Ongoing	

Date	Agenda Item #	Item Description	Responsible Person/ Team	Status	Status Comments - Completion Date
11.10.18	Hodgson Downs Rubbish Collection Rates and Fees	DCS (Marc) to follow-up with COUNCIL's Finance Department regarding the collection of rubbish as part of the COUNCIL's rates notices and advise Ken Muggeridge (AAC) of amount collected and passing on income to AAC.	DCS/ Ken Muggeridge	Ongoing	
11.10.18	Sport and Recreation	DCCS and COUNCIL Grants Coordinator to consider incorporating Minyerri Sport and Recreation needs as part of any Regional Sport and Recreation funding applications.	DCCS/ DCS/ Grants Coordinator	Ongoing	
11.10.18	Hodgson Downs Local Authority Meeting Amendment	The Council is to consider amending the day the Hodgson Downs LA is held from Thursday to a Monday, Tuesday, or Wednesday.			<b>11/10/18:</b> Suggest Council look at rescheduling LA Meetings to a Monday, Ngukurr LA Meeting on Tuesday, and Numbulwar LA Meeting on Wednesday of respective months.

**FINANCIAL CONSIDERATIONS**

Nil

**ATTACHMENTS:**

1. [Hodgson Downs Local Authority 2018-10-11 \[767802\].DOCX](#)
2. [Jilkminggan Local Authority 2018-10-02 \[765549\].DOCX](#)
3. [Mataranka Local Authority 2018-12-04 \[781262\].DOCX](#)



MINUTES OF THE HODGSON DOWNS LOCAL AUTHORITY PROVISIONAL MEETING  
HELD AT THE ALAWA BOARDROOM, MINYERRI ON THURSDAY, 11 OCTOBER 2018  
AT 11.00AM

**PRESENT/STAFF/GUESTS**

**1.1 Elected Members**

Mayor Judy MACFARLANE

**1.2 Local Authority Members**

Ken MUGGERIDGE (Chairperson)

Jonathon WALLA

Clive ROBERTS

**1.3 Staff**

Marc GARDNER (Minute Taker)

**1.4 Guests**

Keegan WILLIAMS – Department of Housing and Community Development

Rodney Hoffman – Department of Housing and Community Development

**MEETING OPENED**

Meeting opened at 11:25AM

**WELCOME TO COUNTRY**

Chairperson Ken Muggeridge welcomed everyone present to the meeting and noted the attendance and vacancies. Due to the quorum requirements and the Mayor's attendance, this meeting is deemed as a Provisional Local Authority Meeting.

**APOLOGIES AND LEAVE OF ABSENCE**

Nil

**CONFIRMATION OF PREVIOUS MINUTES**

**5.1 CONFIRMATION OF PREVIOUS MINUTES**

**7/1/2018 RESOLVED (Ken Muggeridge/Jonathon Walla)**

- (a) That the Hodgson Downs Local Authority approve the minutes as a true and accurate record of the Hodgson Downs Local Authority meeting held on 22<sup>nd</sup> August 2018.**

**DISCLOSURES OF INTEREST**

There were no declarations of interest at this Hodgson Downs Local Authority.

**BUSINESS ARISING FROM PREVIOUS MINUTES****8.1 ACTION LIST**

72/2018 RESOLVED (Jonathon Walla/Ken Muggeridge)

(a) That the Hodgson Downs Local Authority receive and note the Action List.

Date	Agenda Item #	Item Description	Responsible Person/ Team	Status	Status Comments - Completion Date
22.08.18	Fencing of Cemetery at Kewyuli	<p><b>ACTION:</b> Investigate fencing for another Cemetery at Kewyuli that was not fenced as part of the previous program. Mayor and DCS to investigate location of the Cemetery.</p>	Mayor/ DCS/ Contracts Manager	Ongoing	
22.08.18	ALAWA Business Plan	<p><b>ACTION:</b> CEO Ken Muggeridge to follow-up to provide an ALAWA Aboriginal Corporation Business Plan and amend MOU with Council.</p>	DCS/ Ken Muggeridge	Ongoing	

Date	Agenda Item #	Item Description	Responsible Person/ Team	Status	Status Comments - Completion Date
11.10.18	Hodgson Downs Rubbish Collection Rates and Fees	<p><b>ACTION:</b> DCS (Marc) to follow-up with COUNCIL's Finance Department regarding the collection of rubbish as part of the COUNCIL's rates notices and advise Ken Muggeridge (AAC) of amount collected and passing on income to AAC.</p>	DCS/ Ken Muggeridge	Ongoing	
11.10.18	Sport and Recreation	<p><b>ACTION:</b> DCCS and COUNCIL Grants Coordinator to consider incorporating Minyerri Sport and Recreation needs as part of any Regional Sport and Recreation funding applications.</p>	DCCS/ DCS/ Grants Coordinator	Ongoing	
11.10.18	Hodgson Downs Local Authority Meeting Amendment	<p><b>ACTION:</b> The Council is to consider amending the day the Hodgson Downs LA is held from Thursday to a Monday, Tuesday, or Wednesday.</p>			<p><b>11/10/18:</b> Suggest Council look at rescheduling LA Meetings to a Monday, Ngukurr LA Meeting on Tuesday, and Numbulwar LA Meeting on Wednesday of respective months.</p>

**INCOMING CORRESPONDENCE**

Nil

**OUTGOING CORRESPONDENCE**

Nil

## **GENERAL BUSINESS**

### **11.1 ELECTED MEMBERS REPORT**

**73/2018 RESOLVED (Ken Muggeridge/Clive Roberts)**

- (a) That the Hodgson Downs Local Authority receives and note the Elected Member Report.

### **0.0 COUNCIL FINANCIAL REPORT AND PROJECT REGISTER AS AT 30.09.2018**

General discussion regarding the amount of Local Authority Grant Funding and whether the Local Authority would receive a similar amount to the previous financial year as it had resolved to carry forward last financial year's grant to the current financial year. The Mayor advised the meeting that indeed Council has received funding to provide each local authority for the current financial year.

**74/2018 RESOLVED (Clive Roberts/Jonathon Walla)**

- (a) That the Hodgson Downs Local Authority receive and note the Financial (Expenditure) Report for the first Quarter of 2018-19 financial year  
(b) That the Jilkminggan Local Authority receive and note the LA Project Register Update Report as at 30<sup>th</sup> September 2018.

**ACTION:** Council to provide information at the December Local Authority meeting on the amount of Local Authority Funding for 2018/19

### **11.2 COUNCIL FINANCIAL REPORT AND PROJECT REGISTER AS AT 30.09.2018**

**75/2018 RESOLVED (Jonathon Walla/Clive Roberts)**

- (a) That the Hodgson Downs Local Authority receive and note the Financial (Expenditure) Report for the first Quarter of 2018-19 financial year  
(b) That the Hodgson Downs Local Authority receive and note the LA Project Register Update Report as at 30 September 2018.

## **OTHER BUSINESS**

### **12.1 COUNCIL COORDINATORS REPORT**

It was noted that there was no Council Coordinator's Report as previous agendas for the Hodgson Downs Local Authority and that they are usually included in the agenda.

Ken Muggeridge then proceeded with a verbal update of operations at Minyerri which included:

- Housing Program will see two new houses built in the community
- Council's Vet programme is visiting next week (15/10/18)
- He is in discussion with Sharon Hillen (A/CEO) about the MOU between Alawa Aboriginal Corporation and Council regarding operational funding.
- Has provided a brief report and photos to Sharon Hillen (A/CEO) for Council's annual report for the 17/18 financial year.
- Recently scarified the oval which has rejuvenated the grass and it looks great.

**RECOMMENDATION (Jonathon WALLA/ Clive ROBERTS)**

- (a) That the Hodgson Downs Local Authority receives and notes the Council Coordinator's Report.

**ACTION:** Make the Council Coordinator's Report an ongoing Agenda Item for ALAWA Aboriginal Cooperation to provide.

**12.2 COUNCIL COORDINATORS REPORT**

There was discussion by the meeting regarding the 2018/19 funding for the Local Authority.

**RECOMMENDATION (Clive ROBERTS/ Jonathon WALLA)**

- (a) That the Hodgson Downs Local Authority allocate \$86,640 of the 2018/19 Local Authority Project Funding towards local roads upgrades around Hodgson Downs and to utilize any unexpended Local Authority Funding.

**ACTION:** Marc Gardner (DCS) to liaise with Ken Muggeridge regarding the amount of funding available and coordinating the project to undertake local roads upgrades.

**CLOSE OF MEETING**

The meeting terminated at 12:15PM.

THIS PAGE AND THE PRECEEDING PAGES ARE THE MINUTES OF THE Hodgson Downs Local Authority Meeting HELD ON Thursday, 11 October 2018 AND CONFIRMED Thursday, 13 December 2018.

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Chairperson



MINUTES OF THE JILKMINGGAN LOCAL AUTHORITY MEETING HELD AT THE  
CONFERENCE ROOM COUNCIL SERVICE DELIVERY CENTRE, JILKMINGGAN ON  
TUESDAY, 2 OCTOBER 2018 AT 10.00AM

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**1. PRESENT/STAFF/GUESTS**

**1.1 Elected Members**

Mayor Judy MacFARLANE  
Councillor Ossie DAYLIGHT

**1.2 Local Authority Members**

Rosina FARRELL  
Anne-Marie WOODS  
Simone BAKER  
Lisa McDONALD

**1.2 Staff**

Sommer MEADOWS – Acting Council Service Coordinator COUNCIL  
Rachael WALTERS – Acting Senior Administration Support Officer  
Alisha SULLIVAN - Executive Assistant Director of Council and  
Community Services

**1.3 Guests**

Gary HILLEN – Office of Warren Snowdon  
Jo NICOL – Office of Warren Snowdon  
Keegan WILLIAMS – Department of Housing and Community Development  
Amanda HAIGH – Department of Housing and Community Development

**2. MEETING OPENED**

Meeting opened at 10:17am

**3. WELCOME TO COUNTRY**

Mayor Judy McFARLANE welcomed members, staff and guests to the meeting. Roper Gulf Regional Council Local Authority Pledge was read.

**4.APOLOGIES AND LEAVE OF ABSENCE**

26/2018 RESOLVED (Rosina Ferrell/Lisa McDonald)

- (a) That the Jilkmिंगgan Local Authority accept the apologies from Councillor Annabelle DAYLIGHT, LA Member Jeffrey JOE, LA Member Patricia BAKER, LA Member Cheryl LARDY

**5. CONFIRMATION OF PREVIOUS MINUTES****5.1 CONFIRMATION OF PREVIOUS MINUTES**

27/2018 RESOLVED (Anne-Marie McDonald/Simone Baker)

- (a) That the Jilkmिंगgan Local Authority approve the minutes as a true and accurate record of the Jilkmिंगgan Local Authority's Meeting held on 7 of August 2018.

**6. DISCLOSURES OF INTEREST**

There were no declarations of interest at this Jilkmिंगgan Local Authority.

**7. BUSINESS ARISING FROM PREVIOUS MINUTES**

<b>Date</b>	<b>Agenda Item #</b>	<b>Item Description</b>	<b>Responsible Person</b>	<b>Status</b>	<b>Status Comments - Completion Date</b>
01.08.17	12.11 REQUEST SOLAR LIGHTS AT MOLE HILL	<b>Original ACTION:</b> LA request Outstations Program source funds to install 2 solar lights at Mole Hill.	DCS	Ongoing	<b>27/09/2018: One solar light has been installed awaiting confirmation of funding for second solar light.</b> <b>02/10/18 Still waiting for funding to be approved for second solar light</b>

06.02.18	10.3 JILKMINGGAN PLAY GROUND PROJECT	<b>Original ACTION:</b> CSC to follow up on previous request of Play Ground Areas and Equipment and report back to the next Local Authority Meeting.	Projects	Ongoing	03/04/18: Playground Areas will be going to tender for each community. Community requests an additional playground. Community meeting to be held for 2nd playground. Maps to be obtained for area of interest. <b>23/05/18: Community meeting has not been called at this time.</b> <b>02/10/18 Mayor Judy McFarlane will follow-up with the progress of the playground and report back at next LA Meeting</b>
2.10.18	12.6 STREET NAMES	<b>Original ACTION:</b> CSC to follow up with JCAC on street names.  <b>ACTION:</b> CSC to order 10 more Street signs	CSC	Ongoing	Acting CSC Sommer Meadows to order 10 more street signs LA Funded \$2,200.00.
2.10.18	PLAYGROUND FOR MULGAN CAMP	<b>Original Action:</b> Mayor requested LA to contribute \$5000 to assist with playground at Mulgan Camp.	CSC	Ongoing	Local Authority Jilkmिंगgan agreed to provide \$5000 to Mulgan Camp playground.
02.10.18	10.1 JILKMINGGAN PLAYGROUND PROJECT	<b>Original Action:</b> LA requested an additional playground at Jilkmिंगgan Street  <b>NOTE:</b> Refer to Outgoing Correspondence Report provided within this Agenda 02/10/2018.	CSC	Ongoing	LA Jilkmिंगgan has agreed to carry over \$30,000 into next year budget for additional playground in Jilkmिंगgan. JCAC supporting correspondence to be discussed at next LA Meeting.

02.10.18	BOLLARDS IN COMMUNITY	<b>Original ACTION:</b> Council to remove rocks & install Bollards.	CSC	Ongoing	Bollards to replace rocks around Council areas i.e. Parks, Oval, Culverts 100x Bollards already ordered.
02.10.2018	12.1 BUS SHELTER	JCAC request for shade over Bus shelter near Council offices.	CEO	Ongoing	LA Jilkminggan request CEO to write a letter to Bus companies requesting drop off and pick up area at Outback shop only.
02.10.2018	12.2 PRIZES FOR RCRC TIDY YARDS COMPETITION	LA support the Council Tidy Yards Competition and investigating opportunities for prizes	CSC	Ongoing	CSC to investigate funding options to assist with prizes.
2.10.2018	12.3 PRIZES FOR AUSTRALIA DAY FISHING COMPETITION	LA support the Fishing Competition held over the Australia Day long weekend and investigating opportunities for prizes	CSC	Ongoing	CSC to investigate funding options to assist with prizes.

## 8. ACTION LIST

28/2018 RESOLVED (Ossie Daylight/Lisa McDonald)

- (a) That the Jilkminggan Local Authority receives and note the Action List.
- (b) That the Jilkminggan Local Authority approve additional Street Signs for Jilkminggan Community.
- (c) That the Jilkminggan Local Authority approve placement of Bollards around Roper Gulf Regional Council areas.

## 9. INCOMING CORRESPONDENCE

Nil

## 10. OUTGOING CORRESPONDENCE

### 10.1 OUTGOING CORRESPONDENCE

29/2018 RESOLVED (Rosina Ferrell/Lisa McDonald)

- (a) That the Jilkminggan Local Authority receive and note the Outgoing correspondence.
- (b) A letter was written to JCAC in Jilkminggan for approval on additional playground in community. No written response has been given.

**11. GENERAL BUSINESS**

**11.1 SPORT AND RECREATION BUS**

**30/2018 RESOLVED (Ossie Daylight/Rosina Ferrell)**

- (a) That the Jilkmिंगgan Local Authority receive and note the update from the Grants Coordinator.
- (b) That the Jilkmिंगgan Local Authority nominate a vehicle to be submitted for consideration in Round 2 of the 2018-19 Community Benefit Fund. No Action required further discussion to take place

**11.2 COMMUNITY SAFETY PATROL REPORT**

**31/2018 RESOLVED (Ossie Daylight/Rosina Ferrell)**

- (a) That the Jilkmिंगgan Local Authority receive and note the Community Safety Patrol report for the 2 October 2018 meeting.

Cr Lisa McDonald left the meeting, the time being 11:25 AM

Cr Lisa McDonald returned to the meeting, the time being 11:36 AM

**11.3 COUNCIL SERVICES REPORT**

**32/2018 RESOLVED (Simone Baker/Anne-Marie McDonald)**

- (a) That the Jilkmिंगgan Local Authority receive and note the Council Services Report for the 02 October 2018 meeting

**11.4 COMPLAINTS REGISTER**

**33/2018 RESOLVED (Ossie Daylight/Lisa McDonald)**

- (a) That the Jilkmिंगgan Local Authority to receive and note update.

**11.5 ELECTED MEMBERS REPORT**

**34/2018 RESOLVED (Ossie Daylight/Rosina Ferrell)**

- (a) That the Jilkmिंगgan Local Authority receives and note the Elected Member Report.

**11.6 COUNCIL EXPENDITURE REPORT & LOCAL AUTHORITY PROJECT REGISTER UPDATE**

**35/2018 RESOLVED (Simone Baker/Rosina Ferrell)**

- (a) That the Jilkmिंगgan Local Authority receive and note the Financial (Expenditure) Report for the fourth Quarter of 2017-18
- (b) That the Jilkmिंगgan Local Authority receive and note the LA Project Register Update Report as at 19 September 2018.

**12. OTHER BUSINESS**

- 12.1 ACTION: LETTER TO BE WRITTEN TO ALL BUS SERVICES IN JILKMINGGAN TO RELOCATE DROP OFF AND PICK UP AREA. REQUEST IS MADE FOR ACTING CEO SHARON HILLEN TO WRITE THE LETTER ON BEHALF OF THE JILKMINGGAN LA - *Councillor Ossie Daylight***

**CLOSE OF MEETING**

The meeting terminated at 12:17 pm.

THIS PAGE AND THE PRECEEDING PAGES ARE THE MINUTES OF THE Jilkmिंगgan Local Authority Meeting HELD ON Tuesday, 2 October 2018 AND CONFIRMED Tuesday, 04 December 2018.

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Chairperson



MINUTES OF THE MATARANKA LOCAL AUTHORITY MEETING OF THE ROPER GULF  
REGIONAL COUNCIL MEETING HELD AT THE MATARANKA COMMUNITY HALL,  
MATARANKA ON TUESDAY, 04 DECEMBER 2018 AT 5.30PM

**PRESENT/STAFF/GUESTS**

**1.1 Elected Members**

Judy MacFarlane – Mayor

**1.2 Local Authority Members**

Sue Edwards

Jill Emerson-Smith

Di Angel

Margaret Minnett

Philippa Stansell

Michael Somers

Antonella Martin

**1.3 Staff**

Sharon Hillen – CEO (acting)

Nathan McIvor – Director of Council and Community Services (acting)

Mandy Devereux – Senior Administration Support Officer

Donna Donzow – Community Safety Regional Coordinator

**1.4 Guests**

Barbara Sullivan – Resident – Mataranka Better Half Club

Rosemary Sullivan – Resident – Mataranka Better Half Club

Keegan Williams – Department of Housing and Community Development

Thomas Chalk – NT Police

Matt Panayi – Territory Families

**2. MEETING OPENED**

Meeting opened at 5.32pm

**3. WELCOME TO COUNTRY**

Mayor Judy MacFarlane welcomed members, staff and guests to the meeting and the Roper Gulf Regional Council Pledge was read.

**4. APOLOGIES AND LEAVE OF ABSENCE**

189/2018 RESOLVED (Diane Angel/Philippa Stansell)

Carried

#### **4.1 APOLOGIES AND LEAVE OF ABSENCE**

- (a) That Mataranka Local Authority accept the apologies of Local Authority Member Alan Chapman.

5.39pm Selena Uibo MLA joined the meeting

### **5. CONFIRMATION OF PREVIOUS MINUTES**

#### **5.1 CONFIRMATION OF PREVIOUS MINUTES REPORT FOR MATARANKA LOCAL AUTHORITY**

190/2018 RESOLVED (Diane Angel/Michael Somers)

Carried

- (a) That the Mataranka Local Authority approves the minutes as a true and accurate record of the Mataranka Local Authority's meeting held on Tuesday 07 August 2018.
- (b) That the Mataranka Local Authority approves the minutes as a true and accurate record of the Mataranka Local Authority's meeting held on Monday 08 October 2018.

### **6. CALL FOR OTHER BUSINESS**

### **7. DISCLOSURES OF INTEREST**

There were no declarations of interest at this Mataranka Local Authority.

### **8. BUSINESS ARISING FROM PREVIOUS MINUTES**

#### **8.1 ACTION LIST**

191/2018 RESOLVED (Philippa Stansell/Jillian Emerson-Smith)

Carried

- (a) That Mataranka Local Authority receives and notes the Action List.

Date	Location	Agenda Item #	Item Description	Responsible Person	Status	Status Comments - Completion Date
01.08.2017	Mataranka	<b>TOWN PRIORITIES</b> Replacement of toilets at Sport and Recreation Grounds in consultation with LA  <b>04.12.18 NEW ACTION 11.13</b>	Sports & Rec Grounds Capital Works \$200K budget to upgrade all services on site: power, water, sewerage,	Projects  <b>CEO</b>	Ongoing	Current expenditure \$115K – request itemized list of costing. 08/10/18 Actual costing report to be provided at the next LA Meeting 4 <sup>th</sup> December 2018.  <b>04.12.18 Further investigation on the exact expenditure from this funding.</b>
01.08.2017	Mataranka	11.8 GOVERNANCE REPORT - MATARANKA MASTER PLAN	Library and Museum access.	DCCS/DCG	Near Completion	13/11/18 New funding application submitted today, Building Better Region fund with Commonwealth & NGT Local Strategic Infrastructure Fund
07.12.17/03.04.18	Mataranka	12.3 COMMUNITY TOURISM INFORMATION MAP  <b>NEW ACTION</b>	Gather all the information and put on a DRAFT Mataranka Map and bring to next LA Meeting.  Email copy of draft map to LA Members	Area Manager  <b>SASO</b>		08/10/18: New map is being investigated.  Commenced, Design on - track.  <b>05.12.18 Completed</b>

08.10.18	Mataranka	9.1 Incoming Correspondence	Circular the Mataranka Cemetery Master plan to LA member before next meeting	CEO	Ongoing	13/11/18 Sharon will provide a draft copy of the plan at the meeting.  04.12.18 Ongoing
08.10.18	Mataranka	9.1 Incoming Correspondence	Invite Mataranka Better Half Club members to next LA Meeting	SASO	Completed	22.10.2018: Invite sent via email <b>19.10.2018 Completed</b>
08.10.18	Mataranka	11.3 Council Expenditure Report & LA Project register Update	To investigate councilors fees, pick up only across 3 communities Bulman, Ngukurr & Mataranka	CEO	Ongoing	13/11/18 These fees don't come out of the communities actual budgets.  Related to OCM being held in Community.  <b>04.12.18 Completed</b>
08.10.18	Mataranka	11.1 Council Services Report	Statues in Stan Martin Park to be repainted and the horse statue fenced for safety reasons.	Area Manager	Completed	22.10.2018: Statues painted and fencing the horse ongoing  <b>04.12.18 Completed</b>
08.10.18	Mataranka	11.11 Territory Day	Write a letter to NTG in response to them not funding the fireworks display for Mataranka	LA Member Diane Angel	Completed	20.11.2018  Letter still needs to be drafted  <b>04.12.18 Completed</b>
04.12.18	Mataranka	11.5	Concrete slab	AM	Ongoing	The concrete slab to be fenced and interruptive signage installed

04.12.18	Mataranka	11.7	Campdraft announcer stand & Abultion block need replacing at the Sports & Rec grounds	AM/Projects	Ongoing	The Campdraft announcers stand and Abultion block need to be replaced by April 2019 in preparation for the Never Never Festival.
04.12.18	Mataranka	11.9	Australia Day Awards	SASO	Completed	04.12.18 To find out if a couple (MR & MRS) can be nominated as the Citizen of the year.
04.12.18	Mataranka	11.10	Community Safety	AM	Ongoing	To source a plaque of appreciation to be presented to the Mataranka Community Safety Team.
04.12.18	Mataranka	11.12	Mataranka Cemetery Master Plan	LA Members	Ongoing	To meet at the Mataranka Cemetery to visualize the buffer zone before deciding on the location for the new plots.
All completed items to be removed.						

### **INCOMING CORRESPONDENCE**

#### **9.1 INCOMING CORRESPONDENCE**

192/2018 RESOLVED (Sue Edwards/Diane Angel)

Carried

- (a) That Mataranka Local Authority receive and not the incoming correspondence.

### **OUTGOING CORRESPONDENCE**

#### **10.1 OUTGOING CORRESPONDENCE**

193/2018 RESOLVED (Margaret Minnett/Michael Somers)

Carried

- (a) That Mataranka Local Authority receive and note the outgoing correspondence.

## **GENERAL BUSINESS**

### **11.1 COUNCIL SERVICES REPORT**

Council Service Coordinator has been acting the Area Managers position whilst the Area Manager has been in the Roper Region. Mataranka Recycling Centre has received an award from the Tidy Towns Council. The Library upgrade is underway and should be completed in a couple of weeks.

**194/2018 RESOLVED (Jillian Emerson-Smith/Diane Angel) Carried**

- (a) That the Mataranka Local Authority receives and notes the Council Services Report for the 04 December 2018 meeting.

### **11.2 FACILITY HIRE AGREEMENTS**

**195/2018 RESOLVED (Sue Edwards/Michael Somers) Carried**

- (a) That the Mataranka Local Authority receives and notes the report Roper Gulf Council request a deposit on the hiring of the Sports & Recreational Grounds Facility Hire.

### **11.3 STAN MARTIN PARK**

The beautification of Stan Martin Park

**196/2018 RESOLVED (Antonella Martin/Diane Angel) Carried**

- (a) That the Mataranka Local Authority receives and notes the report requesting Mataranka Local Authority Support of the beautification of Stan Martin Park.  
(b) That Mataranka Local Authority will support the project, but not in the way of funding.

### **11.4 SUGGESTIONS BY RESIDENTS**

A discussion took place in relation to the suggestions put forward, work out stations in the park, walking/bike track from Park to Bitter Springs, Fairy lights on the Banyan tree, Gymkhana equipment and little athletics equipment. It was agreed upon to look into the designs of those to see if suitable for Mataranka.

**197/2018 RESOLVED (Diane Angel/Philippa Stansell) Carried**

- (a) That the Mataranka Local Authority receives and notes the suggestions by some of Mataranka Residents

### **11.5 CONCRETE SLAB NEAR THE BANYAN TREE**

So much work has gone into reducing the antisocial behaviour in Mataranka, this space is still a hot spot hence the request for its removal.

198/2018 RESOLVED (Jillian Emerson-Smith/Sue Edwards)

Carried

- (a) That the Mataranka Local Authority receives and notes the request to remove the concrete slab near the Banyan Tree.
- (b) That the Mataranka Local Authority has agreed to fence and preserve the concrete slab with interpretive signage. This will eliminate anyone from sleep overnight on the slab.

**ACTION:** The Concrete slab be fenced and preserved with interpretive signage

#### 11.6 ELECTED MEMBERS REPORT

- The Elected Member Report is designed to give Local Authorities an overview of Agenda Items that have been raised and decisions made at the Ordinary Meeting of Council since the last Local Authority Meeting, in order for them to convey the information to community members. Complete details can be found in the Agendas and Minutes, which are available on the Council Website and at Council Offices.
- Ms Deanna KENNEDY was sworn-in by Mayor MacFARLANE by undertaking the Oath of Office for Office of Councillor. Ms Deanna KENNEDY is now a Councillor for the Nyirranggung Ward on Roper Gulf Regional Council.
- That Council approve the transfer of the Kiss and Go drop off assets on Beswick Street for the Mataranka School from the Department of Infrastructure, Planning and Logistics to Roper Gulf Regional Council.
- That Council approves the cost of salvage and transportation of the Katherine Sports and Recreation lighting from Katherine to Mataranka

199/2018 RESOLVED (Diane Angel/Philippa Stansell)

Carried

- (a) That the Mataranka Local Authority receives and notes the Elected Member Report.

#### 11.7 MATARANKA SPORT & REC GROUNDS - CAMPDRAFT ANNOUNCERS STAND & ABLUTION BLOCK

The Campdraft announcers box and the ablution block were condemned sometime ago. Both of these need to be replaced by April 2019 in preparation for the 2019 The Never Never Festival.

200/2018 RESOLVED (Sue Edwards/Jillian Emerson-Smith)

Carried

- (a) That the Mataranka Local Authority receives and notes the report on the Camp draft announcers stand and ablution block to be replaced

**ACTION:** The Campdraft announcer stand and ablution block be replaced by April 2019

#### 11.8 COSTINGS FOR ERECTION OF BUS SHELTER

201/2018 RESOLVED (Margaret Minnett/Michael Somers)

Carried

- (a) That the Mataranka Local Authority receives and notes costings for erection of Bus Shelter

**11.9 AUSTRALIA DAY CITIZENS OF THE YEAR AWARDS**

Closing date for the nominations for Australia Day Awards is 21<sup>st</sup> December.

**202/2018 RESOLVED (Jillian Emerson-Smith/Diane Angel)**

**Carried**

- (a) **That the Mataranka Local Authority receives and notes the Australia Day Citizens of the Year Awards.**

**ACTION: To find out if the Citizen of the year can be a Couple(husband and wife)**

**11.10 COMMUNITY SAFETY REPORT**

Both Mataranka and Jilkminggan have had a massive month with Royalties hitting at the start of November.

- Mataranka was issued with a 1x purchase per person during this time
  - Mataranka and Jilkminggan crew attended their first FERG night.
  - Both Communities came together in Mataranka for the CRAANA evening, to view the new Night Patrol training package,
  - All members from Mataranka are now qualified in Cert III in COMSAF
- Both Mataranka Local Authority and Mataranka Police commend the efforts of the Mataranka Community Safety Team. To show appreciation Mataranka Local Authority will fund a appreciation plaque for the Mataranka Community Safety Team

**203/2018 RESOLVED (Michael Somers/Margaret Minnett)**

**Carried**

- (a) **That the Mataranka Local Authority receives and notes the Community Safety Report for the 04 December 2018 meeting**

**ACTION: A plaque of appreciation is to be made and presented to the Mataranka Community Safety Team.**

**11.11 MATARANKA LOCAL AUTHORITY - EXPENDITURE REPORT Q1 & PROJECT REGISTER UPDATE**

**204/2018 RESOLVED (Diane Angel/Jillian Emerson-Smith)**

**Carried**

- (a) **That the Mataranka Local Authority receives and notes the Financial (Expenditure) Report for the first quarter of 2018-19 financial year**
- (b) **That the Mataranka Local Authority receives and notes the LA Project Expenditure Report as at 22 November 2018**

**11.12 MATARANKA CEMETERY REPORT**

Mataranka Local Authority Members and the Mataranka Better Half Club were informed of the Mataranka Cemetery Master Plan. Two layout designs were presented for the Local Authority to choose from.

**205/2018 RESOLVED (Philippa Stansell/Michael Somers)**

**Carried**

- (a) **That the Mataranka Local Authority endorses the cemetery Master Plan.**
- (b) **That the Mataranka Local Authority finalizes the location of the new proposed plots.**
- (c) **Mataranka Community approved the adoption of the proposed layout Option B.**

**ACTION: Local Authority Members meet at the Cemetery to visualise the buffer zones before deciding on the location for the new plots.**

**11.13 SPORTS AND RECREATION GROUND COSTING REPORT**

206/2018 RESOLVED (Philippa Stansell/Sue Edwards)

Carried

- (a) That Mataranka Local Authority receives and notes Actual Costing report for Sports and Recreation Grounds

**ACTION:** Acting CEO to calculate what is left of the 200K.

**OTHER BUSINESS****12.1 YOUTH DIVERSION AND PRE-SENTENCE PROGRAMS COMMUNITY CONSULTATION**

Matthew Panayi from Territory Families – Youth Justice is talking to communities across the Northern Territory to develop programs and activities that are going to help young people stay on the right track. With Community consultant the best outcomes are possible with identifying the community needs.

**12.2 SELENA UIBO MLA**

Selena Uibo MLA attended the Mataranka Local Authority Meeting and gave an brief update of her movements. Tomorrow she'll be visiting the Mataranka and Jilkminggan Schools. Selena also informed the Mataranka Local Authority that she'd be attending the Mataranka Australia Day Celebrations and also Mataranka Never Never Festival in 2019. 30 pieces of legislation was passed in Parliament this year. 2019 sitting dates have been confirmed.

**CLOSE OF MEETING**

The meeting terminated at 8.19 pm.

THIS PAGE AND THE PRECEEDING PAGES ARE THE MINUTES OF THE Mataranka Local Authority Meeting HELD ON Tuesday, 04 December 2018 AND CONFIRMED .

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Chairperson

**WARD REPORT**

<b>ITEM NUMBER</b>	13.3
<b>TITLE</b>	Yugul Mangi Ward Report
<b>REFERENCE</b>	<b>782189</b>
<b>AUTHOR</b>	Prerna RAMAWAT, Governance Officer

**RECOMMENDATION**

- (a) **That the Council receives and notes the Yugul Mangi Ward Report.**

**BACKGROUND**

Local Authority Meetings are held at Ngukurr and a Community Meeting is held at Urapunga.

**Local Authority Update**

The Ngukurr Local Authority Membership includes: Mayor Judy MacFarlane, Cr Eric Roberts, Cr Owen Turner, Daphne Daniels, Jerry Ashley, Robin Rogers, Ian Gumbula, Bobby Nungumajbarr and Collin Hall.

Ngukurr Local Authority was scheduled on 10 October 2018, but did not attain the necessary attendance for a quorum or provisional meeting.

**Next Meeting:** Ngukurr Local Authority Meeting was scheduled for Wednesday 12 December 2018, which got cancelled because of Sorry Business.

Next Ngukurr LA Meeting dates to be confirmed.

**ACTION LIST**

<b>Date</b>	<b>Agenda Item #</b>	<b>Item Description</b>	<b>Responsible Person</b>	<b>Status</b>	<b>Status Comments - Completion Date</b>
14.02.18	9.1 Ngukurr Local Authority Project Funding	Outdoor Stage (Certified plans completed so far) * Stage needs to be ready for Festival by June/July*	DCG/ DCCS/Yugul Mangi	Ongoing	Certified plans for stage ready waiting on approval TO's Section 19. Then presented to LA in Sept and put out to tender.  LA Support demolition of the old toilets and stage after completion of new stage.

14.02.18	9.4 Telstra Tower needs fencing	<b>ACTION:</b> Council to write a letter to Telstra and Yugul Mangi regarding this matter.	CEO	Completed	Refer to Outgoing Correspondence
14.02.18	9.1 Ngukurr Local Authority Project Funding	Proposed multipurpose court	DCG/ DCCS/Yugul Mangi	Ongoing	Multi-purpose court – Design and costing to be built on current outdoor court at Lot 439.
14.02.18	9.1 Ngukurr Local Authority Project Funding	Fencing both cemeteries – scope and costings to be presented	DCG/ DCCS/Yugul Mangi	Ongoing	Waiting on NLC confirmation of new site Corner of Roper Hwy & Numbulwar Road –Traditional Owner’s Section 19 needed; and there is \$10K in new budget and LA could contribute \$10K to CDP to fence cemeteries.

## URAPUNGA

*Urapunga Community Meeting* was held on 12 September 2018. Please refer to the attached Minutes of Community Meeting.

Six nominations were sent from Community for Urapunga Local Authority.

## FINANCIAL CONSIDERATIONS

Nil

## ATTACHMENTS:

1 [↓](#) 20180928\_Urapunga Community Meeting.pdf



## Urapunga Community Meeting and Town Priorities Minutes

Held at Urapunga

12 September 2018

This meeting was opened at **11:40AM**.

### 1. Present:

#### **Elected Members:**

Mayor Judy MACFARLANE  
Cr Owen TURNER – arrived 11:56AM

#### **Community Members:**

Brendan – Urapunga Community Store  
Jim Williams – Urapunga Community Store  
Elaine DUNCAN – Resident, Urapunga  
Kirsten DANIELS – Resident, Urapunga  
Sandra JOHN – Resident, Urapunga  
Bessie MOORE – Resident, Urapunga  
Nigel MOORE – Resident, Urapunga  
Lanson PADDY – Resident, Urapunga  
Wayne COLLINS – Resident, Urapunga  
Dennis DUNCAN – Resident, Urapunga  
Lionel MOORE – Resident, Urapunga  
Samuel DUNCAN – Resident, Urapunga  
Brendan TURNER – Resident, Urapunga  
Cleven WOODS – Resident, Urapunga

#### **Staff:**

Sharon HILLEN – Acting CEO  
Tessa CARNEGIE – Local Authority Coordinator  
Virginya BOON – Acting Director of Council and Community Services

#### **Guests:**

Amanda HAIGH – Department of Housing and Community Development

### 2. Welcome from Sharon Hillen, Acting CEO

Sharon Hillen opened the meeting and welcomed everyone.

### 3. Meeting Purposes and Discussions

Sharon Hillen explained the purpose of the meeting was to gain feedback directly from the community on what they thought was important for Council to focus on delivering in their community for the 2018/19 financial year.

Sharon Hillen further spoke about the Council's Regional Plan, Council's priorities and how the township of Urapunga fits into the Council's planning framework.

**ACTION:** Town Priorities and Budget to be displayed at relevant spots throughout Urapunga.

Sharon Hillen also provided an update regarding Michael BERTO and Acting DCCS Virginia Boon.

#### 4. Minutes of Previous Meeting

#### 5. General Business – Town Priorities

##### 5.1 Community Name: Rittarangu VS Urapunga

- Amend sign on Stuart Highway depicting Rittarangu rather than Urapunga

##### 5.2 Letter to Minister

- a) Local Authority establishment
  - Discussion surrounding the progress of the establishment of the Urapunga Local Authority and Guideline 8 overview.
- b) Local Authority Grant overview and information
  - \$45000 sourced from Ngukurr Local Authority Funding
  - High usage of public toilets
  - CSC Chris Reilly discussed possible solutions in fixing Toilet Block (floor, roof, and plumbing)
  - **OPTIONS:** one half if the toilet block is completed first and then the next half is completed as to allow for use of toilets while being renovated – all present were in favour.
  - RGRC will be responsible for public infrastructure
  - Discussion surrounding Local Authority Project Funding and what a Local Authority can spend funding one.

##### 5.3 Ngukurr Local Authority Grant Funding

- a) Toilet Block
- b) Playground
  - Additional funding required for Playground Project

*NOTE: As discussed above at Agenda Item 5.2*

##### 5.4 Local Roads Maintenance

- a) Access Road
- b) Shoulder work in Town

##### 5.5 Location of Cemeteries

Discussion surrounding Cemetery Act and rules regarding burial and correct records kept appropriately.

##### 5.6 Location of New Dump

It was determined that a New Dump is not required and all present were in FAVOUR of keeping the current location and to clean it up responsibly.

**ACTION:** Municipal and CDP Teams to clean up the current Dump.

##### 5.7 Special Purpose Grant Proposal

### 5.8 RGRC Vet Services VISIT

Vet to travel to Urapunga in October 2018, date yet to be advised.

### 5.9 Community Safety Report

A verbal report was provided by Chris Reilly and Sharon Hillen regarding process and progress.

### 5.10 Council Services Coordinator Recruitment

CSC position has been advertised with the hopes of someone starting in the Community full-time. Recruitment process is based upon a merit process – experience in the Northern Territory preferred.

- Opportunities within community
- A tractor is required within Urapunga for activities and work around the Community

**ACTION:** CEO to confirm Agency jobs i.e. Municipal Officer

**ACTION:** Increase in plant equipment i.e. tractor, rubbish trailer

### 5.11 2018-19 Budget

## 6. Other Business

### 6.1 Community Development Programme

- Job support out of the CDP
- Discussion surrounding current activities within CDP in Urapunga
- There are not enough activities offered for women within the Programme
- OPTION: a secondary female CDP Supervisor

**ACTION:** Check maintenance request for LOT 31 and Communications on Landline

### 6.2 Sunrise Health and their presence within the Urapunga Community.

It was advised by Community Members that Sunrise Health has not been providing their healthcare service to Urapunga for a number of weeks.

**ACTION:** Contact Sunrise Health and advise of issue (Mayor Judy MACFARLANE completed this action after the Community meeting finished).

Mobile Black Spot Program

**ACTION:** Write a letter to the Minister of Communications regarding Urapunga and the Mobile Black Spot Program

## 7. Meeting Close

The meeting closed at 13.11PM

**WARD REPORT**

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<b>ITEM NUMBER</b>	13.4
<b>TITLE</b>	Nyirrangulung Ward Report
<b>REFERENCE</b>	<b>782190</b>
<b>AUTHOR</b>	Prerna RAMAWAT, Governance Officer

**RECOMMENDATION**

- (a) **That the Council receives and notes the Nyirrangulung Ward Report;**
- (b) **That Council approves the recommendations of the Barunga Local Authority for the minutes 16 October 2018;**
- (c) **That Council approves the recommendations of the Beswick Local Authority for the minutes 22 October 2018;**
- (d) **That Council approves the recommendations of the Manyallaluk Local Authority for the minutes 22 October 2018.**

**BACKGROUND**

Local Authority Meetings are held in Barunga, Beswick, Manyallaluk, and Bulman.

The Beswick and Manyallaluk Meetings on 22 October formally met, having obtained necessary quorum. Next meeting scheduled on 17 December 2018

The Barunga Local Authority formally met on 16 October 2018, having obtained the necessary quorum. Barunga LA Meeting scheduled on 14 December 2018 got cancelled due to lack of quorum.

The Bulman Local Authority Meeting met on 05 December 2018, having obtained the necessary quorum.

**BARUNGA**

The Barunga Local Authority includes; Mayor Judy MacFarlane, Deputy Mayor Helen Lee, Cr Selina Ashley, Cr Wayne Runyu, Anita Painter, Nell Brown, Vita Brinjen, Anne-Marie Lee, Symeon Bulumbara (TO), Denni Barma (Youth Representative), and Illana Rankin (Youth Representative).

**Next Meeting:** Barunga's next Local Authority Meeting is date is not confirmed yet for 2019.

**ACTION LIST**

<b>Date</b>	<b>Agenda Item #</b>	<b>Item Description</b>	<b>Responsible Person</b>	<b>Status</b>	<b>Status Comments – Completion Date</b>
16.04.13	Action List	Sign and identify graves at cemetery	Area Manager (AM) & Community	Completed	<p><b>15/08/2018 Completed.</b></p> <p>Flinders University has been to Barunga and identified graves. Communication with AM and Flinders is ongoing and the report will be provided to the AM once complete. 200 x 400 and 600 mm star pickets purchased and installed at each known grave with an identification number.</p> <p><b>A register has been created and a form developed to capture burial information.</b></p>
14.11.17	11.6 GOVERNANCE REPORT - LOCAL AUTHORITY PROJECT FUNDING UPDATE	Seating around Cultural Park - Area Manager to organize out of session meeting with LA Members to discuss costs.	Area Manager	Ongoing	16/10/2018: LA approved the REPLAS PARKDALE bench, 24 seats have been ordered and delivery is expected in 6 – 8 weeks.
24.04.18	8.1 ACTION LIST	Install 5 new Solar Lights	Area Manager/ CSC	Ongoing	<p>CSC to mark 5 new solar lights on the Barunga map then will apply for quotes. 10/10/2018: Solar light locations identified on Barunga map.</p> <p><b>16/10/2018: No funds allocated</b></p>
24.04.18	11.6 GOVERNANCE REPORT - BARUNGA LOCAL AUTHORITY PROJECT FUNDING UPDATE	Install new Tap at Norforce Park	Area Manager/ CSC	Ongoing	<p>Plumbers have advised new application to Power and Water required before they can tap into main line. Request sent to Assets for new connection and meter for NORFORCE PARK. Awaiting permission to connect.</p> <p><b>16/10/2018: No funds allocated</b></p>

24.04.18	11.6 GOVERNANCE REPORT - BARUNGA LOCAL AUTHORITY PROJECT FUNDING UPDATE	Install more Speed bumps and Install a Pedestrian crossing at Lot 243.	Area Manager/ CSC	Ongoing	Sourcing quotes for new Speed Bumps. 2 signs and 2 speed bumps near the Crèche. Area Manager has supplier for speed bumps awaiting quote number of speed bumps is 10 not 2  10/10/18: CSC and Deputy Mayor and LA Members scoped Barunga and Contractor was contacted 10/10/2018 to quote on 14 concrete speed humps. AM working on this. Speed bump locations identified on local map.  <b>16/10/2018: No funds allocated</b>
24.04.18	11.6 GOVERNANCE REPORT - BARUNGA LOCAL AUTHORITY PROJECT FUNDING UPDATE	Install Fence around the Football oval	Area Manager/ CSC	Ongoing	Area Manager/CSC to apply for a Quote/Costing. Traffic Management around the green space. Sharon to report back to LA members.
21/08/18	12.1 KNOWLEDGE GARDEN	Knowledge/ memorial Garden	LA members	16/10/18	LA Members to provide feedback on options presented for memorial knowledge garden.
21/08/18	12.2 MEMORIAL PARK	Memorial Park	LA Members / CSC / CDP/ Antony Lee	Ongoing	Scope and design for improved access and use of Memorial Park.

## BESWICK

The Beswick Local Authority includes; Mayor Judy MacFarlane, Deputy Mayor Helen Lee, Cr Selina Ashley, Trepina Bush, Deanna Kennedy, Lorraine Bennett, Raelene Bulumbara, Savonne Scrubby, and Kathleen Lane.

**Next Meeting:** Beswick's next Local Authority Meeting is scheduled Monday 17 December 2018. Beswick LA Meeting for next year, dates to be confirmed.

**ACTION LIST**

Date	Agenda Item #	Item Description	Responsible Person	Status	Status Comments – Completion Date
	<p>Look at the 5 cemeteries/ burial grounds for names.</p> <p><i>LA members advised approx. 9 cemeteries/ burial grounds</i></p>	<p>Names for the 5 cemeteries/ burial grounds.</p> <p>Will need to consult with Community and TO's</p>	<p>CSC/ SASO / LA</p>	<p>Ongoing</p>	<p>31.10.17: Have a name for main burial ground but not the others.                      06.11.17: See attached map for Identifying locations and suggest names.                      23.04.18: CSC &amp; SASO will consult with family members to locate grave sites.                      20.08.18: Ongoing</p> <p><b>22.10.18: Kathleen Lane will talk to TO's and Elders about names for Cemeteries before the next LA on 17.12.18</b></p>
<p>14.08.17</p>	<p>Local Authority members would like a water tap to be put in at the cemetery and sprinkler for oval.</p> <p>11.7 Watering or a sprinkler system for oval during the dry season when river is dry.</p>	<p>1. Look at watering or a sprinkler system for oval.                      2. Discuss with LA regarding obtaining funding for watering system during the dry season.</p>	<p>Area Manager/ CSC/ DCCS</p>	<p>Completed</p>	<p>31.10.17: Sharon Hillen advised there is no water for this to happen (only potable water). A bore is needed so that drinking water supply isn't used. Sharon to investigate.                      20.03.18: Dep. of Resources to be contacted.                      23.03.18: Sharon Hillen is still investigating options.                      20.08.18: Ongoing</p> <p><b>22.10.18: There is no water for watering oval in BESWICK at this time.</b></p>
<p>12.03.18</p>	<p>10.1 BMX Track</p> <p>Brenda will do a Project Form and some preliminary costings.</p>	<p>Creating a BMX Track near the Cemetery Gates, from Bertbert Street behind the cemetery, to Madigan Road. Brenda Donges explained that it will involve some excavation and getting gravel to create the jumps.</p>	<p>CSC Brenda</p>	<p>Completed</p>	<p>12.03.18: Brenda will do a Project form and some preliminary costings.  <b>20.08.18: Council will not be able to create a formalised track as the upkeep and liability would be too high.</b></p>

12.03.18	10.5 Victor Hood Memorial Park	The big tree in Victor Hood Memorial Park needs trimming, it is too big and is blocking out light. Municipal staff will look at trimming the tree.	MUNS	Completed	20.03.18: Jobs List 23.04.18: On Work's Plan. 07.05.18: Tree has been trimmed.
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## BULMAN

The Bulman Local Authority includes; Mayor Judy MacFarlane, Deputy Mayor Helen Lee, Cr Selina Ashley, Esau Martin (Resigned, waiting for written request), Darilyn Martin, Margaret Lindsay, Annunciata Bradshaw, John Dalywater, Jill Curtis, Peter Apaak Jupurrula Miller and Annette Miller.

**Next Meeting:** Bulman Local Authority Meeting was scheduled and held on Wednesday 05 December 2018.

Bulman LA Meeting 05 December 2018 minutes are unavailable at the time of this report writing.

## ACTION LIST

Date	Agenda Item #	Item Description	Responsible Person	Status	Completion Date	Status Comments -
05.12.2018	8.1 New Action	Light on hill and mobile transmitter on hill	Area Manager	ongoing		Include Care flight, Sunrise health and Council all advocating light on hill and mobile transmitter on hill.
27.09.17	12.2 ISSUES IN THE COMMUNITY <i>Road Management</i>	Advocate to NTG for the Central Arnhem Highway to reduce the dust issues and to seal and upgrade from the bridge to WEEMOL turnoff – including WEEMOL Road and to the Airstrip.	CEO/Area Manager	Ongoing	26.10.18:	Currently with DIPL. <b>Work will commence in dry season 2019.</b>

<p>22.02.18</p>	<p>9.1 BULMAN LOCAL AUTHORITY PROJECT FUNDING.  <i>Solar Light WEEMOL</i></p>	<p>BULMAN Local Authority requests a solar light at the entry site in WEEMOL.</p>	<p>CEO/ DCCS</p>	<p>Ongoing</p>	<p>7.03.2018: CSC to confirm the actual location with an aerial map. Solar lights are purchased every year. This will be added to the location requests.  <b>Incorporated into DIPL Roads Programme.</b></p>
<p>05.12.2018</p>	<p>11.5 Community Safety</p>	<p>24 Vacant Position in Bulman, only 17 filled.  Age CARE- 3, Night Patrol- 3, Sport and Rec – 2, Brax – 1, MUNS – 4, SASO – 1, CENTRELINK – 1, CDP - 2</p>	<p>Area Manager/ Mayor</p>	<p>Ongoing</p>	<p>Area Manager to look into the Vacant Position.</p>
<p>05.12.2018</p>	<p>11.4 Australia Day – Tree Planting</p>	<p>6 Mango Tree, 3 Lemon tree, 3 Lime tree, 3 Guava Tree</p>	<p>Area Manager</p>	<p>Ongoing</p>	<p>CDP to mark out holes for tree planting and fencing.  Local Authority allocated \$2000 from LA Project Funding for tree planting, fertilizer and Irrigation. If anything extra costs will come out of operational Funding.</p>

05.12.2018	11.5 Community Safety – Dry Toilet	Dry Toilet to be built near Council Office	Area Manager	Ongoing	Local Authority allocated \$72000 from LA Project Funding for building Dry Toilet near office
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## MANYALLALUK

The Manyallaluk Local Authority includes; Mayor Judy MacFarlane, Deputy Mayor Helen Lee, Cr Selina Ashley, Eileen Lawrence, Shaunette Mumbin, Andrew Hood, Robert Williri, Ben Kleing, Rachael Kendino and Mikala Ashley (Youth Representative).

**Next Meeting:** Manyallaluk's next Local Authority Meeting is scheduled on Monday 17 December 2018.

## ACTION LIST

Date	Agenda Item #		Item Description	Responsible Person	Status	Status Comments – Completion Date
14.09.17	UPDATE ON PROPOS ED VENDING MACHINE		LA requested update from Council regarding vending machine.	CEO/DC CS	Ongoing	<b>22.10.18: Mayor expressed that CEO Michael Berto was in discussion with Jawoyn Association. This action is ongoing until further advised.</b>

<p>20.09.17</p>	<p>MANYALL ALUK CHURCH - ELECTRI CITY ISSUES</p>		<p>Follow up possible works project at the church and possibly applying for \$3K community grant.</p> <p>CSC to inspect and see what equipment they currently use to better understand what is needed.</p>	<p>Chris CSC/ CDP Coordina tor</p>	<p>Completed</p>	<p>31.10.17: Apply for Community Grant (next round January), Stephen to assist Rachael. 07.03.18: Community Grant was done for the church and submitted to Josh.</p> <p><b>19.10.2018: Manyallaluk Church was provided with \$1000 of the Community Grants Committee for Round 2 of the 2017-18 Community Grants Program.</b></p>
<p>06.11.17</p>	<p>9.1 Incoming Correspon dence</p>		<p>Letter from Alison Andrews, Manyallaluk Health Centre requesting support for housing for Sunrise Nurse or Health Professional. CSC to follow up with Alison Andrews on the request for a house for Sunrise Registered Nurse or Aboriginal Health Professional.</p> <p>DCCS to follow-up.</p>	<p>CSC/Ass ets</p>	<p>Ongoing</p>	<p><b>22.10.18: Currently in discussion with Assets, there are 2 options:</b> <b>1. Council renovate and rent LOT 51</b> <b>2. Council rents LOT 51 as is</b></p>

21.02.18	<p>10.3 PROJECT FUNDING REPORT</p> <p>Goal Posts for OVAL</p>		<p>Stephen, CSC to obtain quote for a goal post for oval.</p> <p>The Local Authority has approved the purchase of the Football Posts, CSC to follow- up and report at next LA Meeting.</p>	Stephen CSC	Ongoing	<p>22.10.18: Total Costing - \$4870 for one set. CSC advised the LA that a Purchase Order has to be completed and approved by 10/11/18 to have the Goal Posts installed this year (2018).</p> <p><b>Purchase Order raised on 03/12/2018. Goal posts to be sent over the Christmas period. Install to occur in early 2019.</b></p>
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**FINANCIAL CONSIDERATIONS**

Nil

**ATTACHMENTS:**

- 1 [↓](#) Beswick Local Authority 2018-10-22 [768687].DOCX
- 2 [↓](#) Manyallaluk Local Authority 2018-10-23 [769250].DOCX
- 3 [↓](#) Barunga Local Authority 2018-10-16 [767696].DOCX



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MINUTES OF THE BESWICK LOCAL AUTHORITY MEETING HELD AT THE  
CONFERENCE ROOM COUNCIL SERVICE DELIVERY CENTRE, BESWICK ON  
MONDAY, 22 OCTOBER 2018 AT 10.00AM

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**1. PRESENT/STAFF/GUESTS**

**1.1 Elected Members**

Mayor – Judy MACFARLANE  
Deputy Mayor – Helen LEE

**1.2 LA Members**

Trephina BUSH  
Kathleen Ann LANE  
Anne-Marie RYAN  
Deanna KENNEDY (Chairperson)

**1.3 Staff**

Acting Director of Council and Community Services [DCCS] – Virginya BOON  
Council Services Coordinator – Brenda DONGES  
SASO – Rodwynne KING (Minute Taker)  
Executive Assistant to DCCS – Alisha SULLIVAN

**1.4 Guests**

Department of Housing and Community Development – Keegan WILLIAMS  
NTG Department of Health – Moira MCCREESH

**2. MEETING OPENED**

Meeting opened at 10.25 AM

**3. WELCOME TO COUNTRY**

Deanna KENNEDY welcomed all present and the Council Pledge was read by all.

**4. APOLOGIES AND LEAVE OF ABSENCE**

Councillor – Selina ASHLEY  
LA Member – Raelene BULUMBARA  
LA Member – Lorraine BENNETT

**CONFIRMATION OF PREVIOUS MINUTES****5.1 CONFIRMATION OF PREVIOUS MINUTES**

84/2018 RESOLVED (Trepina Bush/Kathleen Lane)

- (a) That the Beswick Local Authority approve the minutes as a true and accurate record of the Beswick Local Authority Meetings held on Monday 19 March 2018 and Monday 23 April 2018 respectively.

*Cr Trepina Bush left the meeting, the time being 10.47am*

*Cr Trepina Bush returned to the meeting, the time being 10.49am*

**DISCLOSURES OF INTEREST**

There were no declarations of interest at this Beswick Local Authority.

**BUSINESS ARISING FROM PREVIOUS MINUTES****8.1 ACTION LIST**

85/2018 RESOLVED (Judy MacFarlane/Kathleen Lane)

- (a) That Beswick Local Authority receive and note the Action List.

Date	Agenda Item #	Item Description	Responsible Person	Status	Status Comments – Completion Date
	<p><b>Original ACTION:</b> Look at the 5 cemeteries/ burial grounds for names.</p> <p><i>LA members advised approx. 9 cemeteries/ burial grounds</i></p>	<p>Names for the 5 cemeteries/ burial grounds.</p> <p>Will need to consult with Community and TO's</p>	CSC/ SASO / LA	Ongoing	<p>31.10.17: Have a name for main burial ground but not the others.</p> <p>06.11.17: See attached map for Identifying locations and suggest names.</p> <p>23.04.18: CSC &amp; SASO will consult with family members to locate grave sites.</p> <p>20.08.18: Ongoing</p> <p><b>22.10.18: Kathleen Lane will talk to TO's and Elders about names for Cemeteries before the next LA on 17.12.18</b></p>

14.08.17	<p><b>Original ACTION:</b> Local Authority members would like a water tap to be put in at the cemetery and sprinkler for oval.</p> <p>11.7 Watering or a sprinkler system for oval during the dry season when river is dry.</p>	<p>1. Look at watering or a sprinkler system for oval. 2. Discuss with LA regarding obtaining funding for watering system during the dry season.</p>	Area Manager/ CSC/ DCCS	Completed	<p>31.10.17: Sharon Hillen advised there is no water for this to happen (only potable water). A bore is needed so that drinking water supply isn't used. Sharon to investigate. 20.03.18: Dep. of Resources to be contacted. 23.03.18: Sharon Hillen is still investigating options. 20.08.18: Ongoing</p> <p><b>22.10.18: There is no water for watering oval in BESWICK at this time.</b></p>
12.03.18	<p>10.1 BMX Track</p> <p><b>Original ACTION:</b> Brenda will do a Project Form and some preliminary costings.</p>	<p>Creating a BMX Track near the Cemetery Gates, from Bertbert Street behind the cemetery, to Madigan Road. Brenda Donges explained that it will involve some excavation and getting gravel to create the jumps.</p>	CSC Brenda	Completed	<p>12.03.18: Brenda will do a Project form and some preliminary costings. <b>20.08.18: Council will not be able to create a formalised track as the upkeep and liability would be too high.</b></p>
12.03.18	<p>10.5 Victor Hood Memorial Park</p>	<p>The big tree in Victor Hood Memorial Park needs trimming, it is too big and is blocking out light. Municipal staff will look at trimming the tree.</p>	MUNS	Completed	<p>20.03.18: Jobs List 23.04.18: On Work's Plan. 07.05.18: Tree has been trimmed.</p>

**ACTION:** Funds were allocated for the Skate Park Project and quotes were obtained. The LA voted to go ahead with the purchase and it was noted on the Action List as completed. It has not gone forward since 23 April 2018. Virginia BOON will follow up with Projects to ascertain the progress of the installation.

**ACTION:** Project ID: 1213809 Supply of Playground Equipment will be amended to - Upgrade of Playground Equipment in Madigan Park. These allocated funds will now be used to purchase Shade and Fencing for the swings already in this park. Finance and Projects need to be notified of the change.

*Cr Trepina Bush left the meeting, the time being 11.19am*

*Cr Trepina Bush returned to the meeting, the time being 11.21am*

**INCOMING CORRESPONDENCE**

NIL

**OUTGOING CORRESPONDENCE**

NIL

*Cr Judy MacFarlane left the meeting, the time being 12.04pm**Cr Judy MacFarlane returned to the meeting, the time being 12:07 PM***GENERAL BUSINESS****11.1 TOWN PRIORITIES****86/2018 RESOLVED (Trephina Bush/Kathleen Lane)**

- (a) That the Beswick Local Authority decides on which Town Priorities should stay in the Regional Plan and which should be removed.

<b>CORE SERVICES</b>			
<b>PROJECT DETAILS</b>	<b>TIMEFRAME</b>	<b>RESPONSIBILITY, STAKEHOLDERS OR PARTNERS</b>	<b>FUNDING SOURCE</b>
Water Park	2017-2018	DCG/Outback Store	To be sourced
Solar Lights at designated areas to target hidden dark spots	2017-2018	DCG	To be sourced
Storm water drainage in new sub-division.	2017-2018	DCS	To be sourced
Cemetery Project – Headstones and Surrounds	2017-2018	DCCS	To be sourced
Upgrade the intersection at new subdivision and Central Arnhem Road	2017-2018	DCS	To be sourced
Right Path Project (from Aged Care to existing in new subdivision)	2017-2018	DCG	Budget
Existing oval realign drainage, expansion width 110m, overlay for future softball, install amenities block, safety fencing	2017-2018	DCG	To be sourced

<b>AGENCY SERVICES</b>			
<b>PROJECT DETAILS</b>	<b>TIMEFRAME</b>	<b>RESPONSIBILITY, STAKEHOLDERS OR PARTNERS</b>	<b>FUNDING SOURCE</b>
Driver education to reduce number of accidents caused from unlicensed, intoxicated, speeding drivers	2017-2018	DCS	To be sourced
Skate park and solar light	2017-2018	DCG	To be sourced

OTHER SERVICES OR ADVOCACY ONLY		
PROJECT DETAILS	TIMEFRAME	LEAD AGENCY
Central Arnhem Road traffic calming devices	2017-2018	DIPL
Reconstruct Central Arnhem Road – upgrade road to landfill	2017-2018	DIPL
Upgrade of Waterhouse River Bridge	2017-2018	DIPL
Literacy and numeracy program for older kids	2017-2018	Mission Australia
Resolve issue of Lot 3 – Single Men’s Quarters	2017-2018	NLC

**ACTION:** CSC Brenda DONGES will pick up moulds from Hohns, for creating Head Stones in the cemetery.

**ACTION:** Keegan WILLIAMS and Helen LEE are going to look into the issues of Lot 3 *Single Men’s Quarters*.

*Cr Helen Lee left the meeting, the time being 12:07 PM*

*Cr Helen Lee returned to the meeting, the time being 12:18 PM*

*Cr Trepina Bush left the meeting, the time being 12:25 PM*

*Cr Trepina Bush returned to the meeting, the time being 12:36 PM*

*Virginya Boon left the meeting, the time being 12.25 PM*

*Virginya Boon returned to the meeting, the time being 12.30 PM*

*Cr Judy MacFarlane left the meeting, the time being 12:36 PM*

*Cr Judy MacFarlane returned to the meeting, the time being 12:39 PM*

## 11.2 BESWICK SOLAR/STREETLIGHT REPORT

87/2018 RESOLVED (Trepina Bush/Anne-Marie Ryan)

- (a) **That the Beswick Local Authority pays for the replacement of the damaged solar lights along the causeway for 8-10 new streetlights. Predicted costs being approx. \$45,000.00**

**ACTION:** The Beswick Local Authority will contribute \$20,000 towards the installation of solar street lights.

## 11.3 DANGEROUS DOGS REPORT

Judy MACFARLANE has been talking about Cheeky Dogs at all LA Meetings. Cheeky Dogs are not just dogs that bite people, but also charge at people, run in packs and attack other animals. The Mayor encouraged members to report any dog issues to the Council and they will be passed onto the Vet, for follow up. It helps to have dogs de-sexed.

She explained that there are no By-laws at the moment, but they are being looked at. When they are ready, there will be an education program on the By-laws re; how many dogs you can keep, the licencing of those dogs and the owners responsibilities. It will be cheaper to have them licenced if the dogs and cats are de-sexed.

88/2018 RESOLVED (Kathleen Lane/Trepina Bush)

- (a) **That the Beswick Local Authority receives and notes this report regarding Dangerous Dogs.**

#### **11.4 DOG DETERRENTS**

**89/2018 RESOLVED (Anne-Marie Ryan/Kathleen Lane)**

- (a) That the Beswick Local Authority receives and notes the Dog Deterrents Report from the Department of Housing and Community Development.
- (b) That the Beswick Local Authority endorse the use of 'Dog Dazers' in community for Department of Housing and Community Development staff.

#### **11.5 COMPLAINTS REGISTER**

**90/2018 RESOLVED (Judy MacFarlane/Deanna Kennedy)**

- (a) That the Beswick Local Authority to receives and notes update.

#### **11.6 GOVERNANCE REPORT**

**91/2018 RESOLVED (Kathleen Lane/Deanna Kennedy)**

- (a) That the Beswick Local Authority receive and note Community Land Use Plan.
- (b) That the Beswick Local Authority support the DRAFT Beswick Community Land Use Plan 2017, and the Plan be forwarded to Roper Gulf Regional Council for their support.

#### **11.7 ELECTED MEMBERS REPORT**

The Elected Members report is from the previous OCM 25 July 2018 and is not from the latest one held on 26 September 2018.

Please ensure the most current Report is included in the agenda.

**92/2018 RESOLVED (Trepina Bush/Kathleen Lane)**

- (a) That the Beswick Local Authority receives and notes the Elected Member Report.

#### **11.8 COMMUNITY SAFETY REPORT**

**93/2018 RESOLVED (Judy MacFarlane/Kathleen Lane)**

- (a) That the Beswick Local Authority receives and notes the Area Manager's Report on Beswick's Community Safety for 22 October 2018.

#### **11.9 COUNCIL SERVICES REPORT**

**94/2018 RESOLVED (Trepina Bush/Kathleen Lane)**

- (a) That the Beswick Local Authority receives and notes the Council Services Report for Beswick 22 October 2018.

## 11.10 COUNCIL FINANCIAL REPORT & LOCAL AUTHORITY PROJECT REGISTER UPDATE

Judy MACFARLANE requested that the Project List be updated.

The Mayor also suggested that when purchasing play equipment to take into consideration shade, fencing and soft fall. All play equipment needs to be shaded and fenced and this is an expensive additional cost.

### 95/2018 RESOLVED (Kathleen Lane/Deanna Kennedy)

- (a) That the Beswick Local Authority receives and notes the Financial (Expenditure) Report for the first Quarter of 2018-19 financial year
- (b) That the Beswick Local Authority receives and notes the LA Project Register Update Report as at 30 September 2018.

**ACTION:** Brenda DONGES will obtain quotes for shade and fencing for Madigan Park swings and will present them at the next LA for consideration.

**ACTION:** Stage 3 of Basketball Court Landscaping is a retaining wall and seating on southern end of courts. Brenda DONGES will get quotes for LA to be presented at next meeting.

## 12. OTHER BUSINESS

### 12.1 MOIRA MCCREESH REPORT

#### Principal Alcohol Action Officer, Harm Minimisation Unit

Moira reported on current activities that are currently occurring in Community with the help of funding from AoD.

Cooking for Change is being held at Barunga for the women of Beswick, Barunga and Manyallaluk. Moreover the following activities are currently ongoing:

- Healthy Craft
- Driver Education
- Strong Bala Healthy Bala Camps
- Fir for Life equipment has been installed
- Men's Strong Lifestyle Workshops starting soon, and
- Pandanus Camp for Women starting soon.

Moira also asked the LA to let her know if the following applications for funding were suitable. They would be available from July 2019.

- Get Grog Smart
- Weekend Diversion Activities for day excursions
- Cultural Camps 2 x 5 Day Camps
- Youth Café for Barunga
- 1 week camp with Facilitator from Red Dust Healing (Mental Health)
- Rock on Water for Youth
- Driving Towards Work for Adults
- Mental Health First Aid
- Building Stronger Families

**96/2018 RESOLVED (Kathleen Lane/Anne-Marie Ryan)**

- (a) **That the Beswick Local Authority approve the applications for funding from Moira McCreesh.**

**12.2 DEAD CARS AT CEMETERY NEAR MYILLY STREET**

It has been brought to Kathleen LANE's attention that the 'Dead Car' stock pile behind Lot 83 and 84 (Myilly Street) are in a ceremonial area. Some of these cars have been there for years, but all random cars in the Community have now been placed near there, ready for removal, and they are in the incorrect area.

**ACTION:** Brenda DONGES or the Municipal Staff will go with FRANKIE LANE to have a look at this and remedy any issues.

**97/2018 RESOLVED (Kathleen Lane/Trephina Bush)**

- (a) **That the Beswick Local Authority agree to have the CSC or Municipal Staff assess the issue of where the Dead Cars have been placed.**

**12.3 AGED CARE RESIDENTS**

Kathleen LANE has had reports from her relatives that they are not being fed properly and people are going into the rooms stealing their food. She would like a key given to each resident so they can lock their doors when they are not there.

**ACTION:** Brenda DONGES will get a key for each room and give to the residents.

**98/2018 RESOLVED (Kathleen Lane/Trephina Bush)**

- (a) **That the Beswick Local Authority agree that all residents of the Aged Care Facility in Beswick should have their own door key.**

**CLOSE OF MEETING**

The meeting terminated at 12.48 PM.

THIS PAGE AND THE PRECEEDING mPAGES ARE THE MINUTES OF THE Beswick Local Authority Meeting held on Monday, 22nd October 2018 AND CONFIRMED Monday, 17 December 2018.

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Deanna Kennedy  
Chairperson



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MINUTES OF THE MANYALLALUK LOCAL AUTHORITY MEETING HELD AT THE  
CONFERENCE ROOM COUNCIL SERVICE DELIVERY CENTRE, MANYALLALUK ON  
TUESDAY, 22 OCTOBER 2018 AT 2.30PM

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**PRESENT/STAFF/GUESTS**

**1.1 Elected Members**

Mayor Judy MACFARLANE

Deputy Mayor Helen LEE

**1.2 Local Authority Members**

Rachel KENDINO

Eileen LAWRENCE

Ben KLEING (Chairperson)

**1.3 Staff**

Virginya BOON – ACTING Director of Council & Community Services

Alisha SULLIVAN – Executive Assistant to DCCS

Larisa LEE – Barunga & Manyallaluk Acting SASO

Christopher GIPPS – Manyallaluk CSC

**1.4 Quest**

Keegan WILLIAMS – Department of Housing & Community Development

**MEETING OPENED**

Meeting opened at 2.43PM

**WELCOME TO COUNTRY**

LA Member Rachel KENDINO welcomed members, staff and guests to the meeting and the Roper Gulf Regional Council Pledge was read by all present.

Alisha SULLIVAN and Keegan WILLIAMS completed a short introduction about themselves. Deanna was formerly congratulated by the Mayor, she will be formally sworn in as a Councillor on the 29 October 2018.

**APOLOGIES AND LEAVE OF ABSENCE**

Virginya BOON has expressed Michael Berto (CEO) currently still on Sick Leave, and progressing well.

Absent was noted for all other non-attendance Local Authority Members at Manyallaluk.

**RESOVLED (Rachel Kendino/ Eileen Lawrence)**

**CONFIRMATION OF PREVIOUS MINUTES****5.1 CONFIRMATION OF PREVIOUS MINUTES**

66/2018 RESOLVED (Rachael Kendino/Eileen Lawrence)

- (a) That the Manyallaluk Local Authority approves the minutes as a true and accurate record of the Mataranka Local Authority's meeting held on 20 August 2018.

**DISCLOSURES OF INTEREST**

There were no declarations of interest at this Manyallaluk Local Authority.

**BUSINESS ARISING FROM PREVIOUS MINUTES****8.1 ACTION LIST**

67/2018 RESOLVED (Eileen Lawrence/Rachael Kendino)

- (a) That the Manyallaluk Local Authority receives and notes the Action List.

Date	Agenda Item #	Item Description	Responsible Person	Status	Status Comments – Completion Date
14.09.17	UPDATE ON PROPOSED VENDING MACHINE	LA requested update from Council regarding vending machine.	CEO/DCCS	Ongoing	<p>14.09.17: At the OMC, Council approved the CEO to contact Scott GRUMMIT regarding the proposed vending machines at Manyallaluk and Barunga.</p> <p>07.03.18: Email sent to CEO to find out what has occurred. AM has confirmed Scott GRUMMIT is still keen to provide the service and our CEO is discussing with Jawoyn.</p> <p><b>22.10.18: Mayor expressed that CEO Michael Berto was in discussion with Jawoyn Association. This action is ongoing until further advised.</b></p>

20.09.17	MANYALLALUK CHURCH – ELECTRICITY ISSUES	<p>Follow up possible works project at the church and possibly applying for \$3K community grant.</p> <p><b>ACTION:</b> CSC to inspect and see what equipment they currently use to better understand what is needed.</p>	Chris CSC/CDP Coordinator	Ongoing	<p>31.10.17: Apply for Community Grant (next round January), Stephen to assist Rachael.</p> <p>07.03.18: Community Grant was done for the church and submitted to Josh.</p> <p><b>19.10.2018: Manyallaluk Church was provided with \$1000 of the Community Grants Committee for Round 2 of the 2017-18 Community Grants Program.</b></p>
06.11.17	9.1 Incoming Correspondence	<p>Letter from Alison Andrews, Manyallaluk Health Centre requesting support for housing for Sunrise Nurse or Health Professional.</p> <p>CSC to follow up with Alison Andrews on the request for a house for Sunrise Registered Nurse or Aboriginal Health Professional.</p> <p><b>ACTION:</b> DCCS to follow-up.</p>	CSC/Assets	Ongoing	<p>13.11.17: CSC has clarified that Alison was writing on behalf of herself and that there is currently no vacant Council Housing. Assets to write a letter to Alison in response.</p> <p>07.03.18: Assets contacted by AM to confirm letter has been written, awaiting response. Stephen has spoken to Alison since then and she is now of the opinion that Sunrise might be interested in leasing Lot 51 for a nurse to live in.</p> <p><b>22.10.18: Currently in discussion with Assets, there are 2 options:</b></p> <p><b>1. Council renovate and rent LOT 51</b></p> <p><b>2. Council rents LOT 51 as is</b></p>
21.02.18	10.2 LOCAL AUTHORITY MEMBERS ANDREW HOOD	<p>Local Authority members Eileen Lawrence and Robert Williri (via Councillor Wayne Runyu) to contact Andrew Hood regarding his membership on the Manyallaluk Local Authority.</p>	Eileen Lawrence and Robert Williri	Completed	<p>Refer to Inbound Correspondence Report within this Agenda.</p>

21.02.18	<p>10.3 PROJECT FUNDING REPORT</p> <p>Goal Posts for OVAL</p>	<p>Stephen, CSC to obtain quote for a goal post for oval.</p> <p><b>ACTION:</b> The Local Authority has approved the purchase of the Football Posts, CSC to follow-up and report at next LA Meeting.</p>	Stephen CSC	Ongoing	<p>07.03.18: Quotes obtained, to be presented at next LA Meeting.</p> <p><b>22.10.18: Total Costing - \$4870 for one set. CSC advised the LA that a Purchase Order has to be completed and approved by 10/11/18 to have the Goal Posts installed this year (2018).</b></p>
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## INCOMING CORRESPONDENCE

### 9.1 LOCAL AUTHORITY MEMBER RESIGNATION LETTER

- A resignation letter was tabled by Andrew Hood.
- A Vacancy is currently open, LA members are encouraged to ask Community Members if interested in becoming a LA member, from now until December.
- Nomination must be filled out and approved by FCM

68/2018 RESOLVED (Rachael Kendino/Eileen Lawrence)

- (a) That the Manyallaluk Local Authority accepts the correspondence.

## OUTGOING CORRESPONDENCE

NIL

## GENERAL BUSINESS

### 11.1 REGIONAL PLAN 2018-2019

NOTE: Regional Plan was APPROVED and noted by the Mayor Judy MACFARLANE

69/2018 RESOLVED (Eileen Lawrence/Rachael Kendino)

- (a) That the Manyallaluk Local Authority receives and notes the Regional Plan 2018-2019.

### 11.2 DANGEROUS DOGS REPORT

- Dangerous Dog Report By Keegan Williams DHCD
- Cheeky Dogs
- Council has presented at all Local Authority Meetings across the Region regarding Dangerous Dogs
- VETS encourage community members that all male dogs be muted/spaded
- Council currently don't have By-Laws in place, currently in discussion have them implemented across the region.
- If bitten by a dog, come to the Council Office and report it.

**70/2018 RESOLVED (Ben Kleing/Rachael Kendino)**

- (a) **That the Manyallaluk Local Authority receives and notes this report regarding Dangerous Dogs.**

**11.3 ELECTED MEMBERS REPORT**

Local Authority Members to report all business arising to Local Councillors Selina ASHLEY, Deanna KENNEDY and Deputy Mayor Helen LEE.

Eileen LAWRENCE stated she has a few housing issues, as follows:

- Broken fence
- Septic tank (cement slab broken)
- Toilet hand sink (leaking)

CSC has reported it to the Department of Housing as recommended.

**71/2018 RESOLVED (Ben Kleing/Rachael Kendino)**

- (a) **That the Manyallaluk Local Authority receives and notes the Elected Member Report.**

**11.4 COUNCIL SERVICES REPORT****72/2018 RESOLVED (Eileen Lawrence/Rachael Kendino)**

- (a) **That the Manyallaluk Local Authority receives and notes the Council Services Report for the 23 October 2018 meeting.**

**11.5 COMMUNITY SAFETY REPORT**

Moira has certain funding available for, Alcohol Diversion for Children & Arts and Craft. CSC and Rachel KENDINO to call Moira and follow up regarding Art Centre, also noting that Ben KLEING has received a email from Moira and will send her email regarding the status of it as well.

**COUNCIL:**

- Youth Service: Rachel expressed Young People are interested in painting, canvas painting and other forms of Art.

**CDP:**

- 8 female participants wish to engage in more art activities
- Male participate have requested music equipment's to engage in the creation of a band

**73/2018 RESOLVED (Rachael Kendino/Eileen Lawrence)**

- (a) **That the Manyallaluk Local Authority receives and notes the Community Safety Report for the 23 October 2018 meeting.**

**11.6 COUNCIL FINANCIAL REPORT & LOCAL AUTHORITY PROJECT REGISTER UPDATE**

74/2018 RESOLVED (Eileen Lawrence/Rachael Kendino)

- (a) That the Manyallaluk Local Authority receives and notes the Financial (Expenditure) Report for the first Quarter of 2018-19 financial year
- (b) That the Manyallaluk Local Authority receives and notes the LA Project Register Update Report as at 30 September 2018.

**OTHER BUSINESS**

**12.1 DOG DETERRENT REPORT – KEEGAN WILLIAMS DHCD**

General discussion regarding:

- Why 'Dog Dazers' are required?
- Safety usage for Government Personals

75/2018 RESOLVED (Ben Kleing/Eileen Lawrence)

- (a) That the Manyallaluk Local Authority endorse the use of 'Dog Dazers' in the Community for Department of Housing and Community Development staff.

**ACTION:** CSC to follow-up regarding the Community Hazard – Drain in community, slab is broken and needs fixing.

**CLOSE OF MEETING**

The meeting closed at 4:00 PM.

THIS PAGE AND THE PRECEEDING PAGES ARE THE MINUTES OF THE Manyallaluk Local Authority Meeting HELD ON Tuesday, 23 October 2018 AND CONFIRMED .

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Chairperson



MINUTES OF THE BARUNGA LOCAL AUTHORITY MEETING HELD AT THE  
CONFERENCE ROOM COUNCIL SERVICE DELIVERY CENTRE, BARUNGA ON  
TUESDAY, 16 OCTOBER 2018 AT 10.00AM

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**1.PRESENT/STAFF/GUESTS**

**1.1 Elected Members**

Mayor Judy MACFARLANE (Chairperson)

**1.2 Local Authority Members**

Anne-Marie LEE

Vita BRINJEN

Nell BROWN (Jungiyi)

Anita PAINTER

Symeon BULUMBARA (Traditional Owner)

**1.3 Staff**

Virginia BOON – Acting Director of Council and Community Services [DCCS]

Alisha SULLIVAN – Executive Assistant to DCCS

Susan GILLIES – Council Services Coordinator

Larisa LEE – Senior Administration Support Officer (Minute Taker)

Adi Losalini ROKOVADA – CDP Coordinator

**1.4 Guests**

Keegan WILLIAMS – Department of Housing and Community Development

Deanna KENNEDY – Department of Prime Minister and Cabinet (Cth)

**2.MEETING OPENED**

Meeting opened at 10.20AM

**3.WELCOME TO COUNTRY**

Chairperson Mayor Judy MacFARLANE welcomed members, staff and guests to the meeting and the Regional Council pledge was read.

Alisha & Keegan completed a short introduction about themselves, Deanna was formerly congratulated by the Mayor, she will be formerly sworn in as a Councillor on the 29 October 2018.

**4.APOLOGIES AND LEAVE OF ABSENCE**

15/2018 RESOLVED (Anne-Marie Lee/ Vita Brinjen)

- (a) That the Barunga Local Authority accepts the apologies from Helen LEE, Selina ASHLEY, Nathan MCIVOR and Denni BARMA.

**5.CONFIRMATION OF PREVIOUS MINUTES****5.1 CONFIRMATION OF PREVIOUS MINUTES**

37/2018 RESOLVED (Symeon Bulumbara/Anne-Marie Lee)

- (a) That the Barunga Local Authority approves the minutes as a true and accurate record of the Barunga Local Authority meeting held on 21 August 2018.

**6. CALL FOR ITEM OF OTHER BUSINESS**

1. Bitumen around Bottom Camp and dust suppression
2. School Holiday Programs

**7.DISCLOSURES OF INTEREST**

There were no declarations of interest at this Barunga Local Authority.

**8.BUSINESS ARISING FROM PREVIOUS MINUTES**

<b>Date</b>	<b>Agenda Item #</b>	<b>Item Description</b>	<b>Responsible Person</b>	<b>Status</b>	<b>Status Comments – Completion Date</b>
16.04.13	Action List	Sign and identify graves at cemetery	Area Manager (AM) & Community	Completed	<p><b>15/08/2018 Completed.</b></p> <p>Flinders University has been to Barunga and identified graves. Communication with AM and Flinders is ongoing and the report will be provided to the AM once complete. 200 x 400 and 600 mm star pickets purchased and installed at each known grave with an identification number.</p> <p><b>A register has been created and a form developed to capture burial information.</b></p>

14.11.17	11.6 GOVERNANCE REPORT - LOCAL AUTHORITY PROJECT FUNDING UPDATE	Seating around Cultural Park - Area Manager to organize out of session meeting with LA Members to discuss costs.	Area Manager	Ongoing	<b>16/10/2018: LA approved the REPLAS PARKDALE bench, 24 seats have been ordered and delivery is expected in 6 – 8 weeks.</b>
24.04.18	8.1 ACTION LIST	Install 5 new Solar Lights	Area Manager/ CSC	Ongoing	CSC to mark 5 new solar lights on the Barunga map then will apply for quotes. 10/10/2018: Solar light locations identified on Barunga map.  <b>16/10/2018: No funds allocated</b>
24.04.18	11.6 GOVERNANCE REPORT - BARUNGA LOCAL AUTHORITY PROJECT FUNDING UPDATE	Install new Tap at Norforce Park	Area Manager/ CSC	Ongoing	Plumbers have advised new application to Power and Water required before they can tap into main line. Request sent to Assets for new connection and meter for NORFORCE PARK. Awaiting permission to connect. <b>16/10/2018: No funds allocated</b>
24.04.18	11.6 GOVERNANCE REPORT - BARUNGA LOCAL AUTHORITY PROJECT FUNDING UPDATE	Install more Speed bumps and Install a Pedestrian crossing at Lot 243.	Area Manager/ CSC	Ongoing	Sourcing quotes for new Speed Bumps. 2 signs and 2 speed bumps near the Crèche. Area Manager has supplier for speed bumps awaiting quote number of speed bumps is 10 not 2  10/10/18: CSC and Deputy Mayor and LA Members scoped Barunga and Contractor was contacted 10/10/2018 to quote on 14 concrete speed humps. AM working on this. Speed bump locations identified on local map.  <b>16/10/2018: No funds allocated</b>

24.04.18	11.6 GOVERNANCE REPORT - BARUNGA LOCAL AUTHORITY PROJECT FUNDING UPDATE	Install Fence around the Football oval	Area Manager/ CSC	Ongoing	Area Manager/CSC to apply for a Quote/Costing. Traffic Management around the green space. Sharon to report back to LA members.
21/08/18	12.1 KNOWLEDGE GARDEN	Knowledge/ memorial Garden	LA members	16/10/18	LA Members to provide feedback on options presented for memorial knowledge garden.
21/08/18	12.2 MEMORIAL PARK	Memorial Park	LA Members / CSC / CDP/ Antony Lee	Ongoing	Scope and design for improved access and use of Memorial Park.

### **9.INCOMING CORRESPONDENCE**

Nil

### **10.OUTGOING CORRESPONDENCE**

Nil

### **11.BUSINESS ARISING**

11.1 Traffic Control – Slow down/ Speed signs needed around School and Community

**NOTE: Delegated task to Susie Gillies (CSC)**

**20/2018 RESOLVED (Anne-Marie Lee & Vita Brinjen)**

### **12.GENERAL BUSINESS**

#### **12.1 ELECTED MEMBERS REPORT**

**38/2018 RESOLVED (Anne-Marie Lee/Vita Brinjen)**

(a) That the Barunga Local Authority receives and note the Elected Member Report.

#### **12.2 COUNCIL SERVICES REPORT**

**39/2018 RESOLVED (Vita Brinjen/Symeon Bulumbara)**

(a) That the Barunga Local Authority receives and notes the Council Service Report for 21 August 2018.

### 12.3 COMMUNITY SAFETY REPORT

General discussion regarding:

- School Holiday Programs (Did not happen on Friday)
- Biscuit Making on Monday, no other activities carried out for the rest of the week.
- Night Patrol staff were sent to Manyallaluk for a Mental Health Workshop, and were unavailable during the day.
- They were no indoor ball games carried out as per flyer.
- Alcohol Events: questioned and noted.
- Drugs & Volatile Substance Program: questioned and noted.

#### RECOMMENDATION

- (a) **That the Barunga Local Authority receive and note the Community Safety Report for the 16 October 2018 meeting.**

### 12.4 COMMUNITY DEVELOPMENT PROGRAMME

Local Authority CDP report tabled by CDP Coordinator

2 x CDP Participants applied for the Sports & Rec Job advertised within Barunga.

#### RECOMMENDATION

- (c) **That the Barunga Local Authority receives and notes the CDP Report.**

### 12.5 GRANTS: BARUNGA WALKING TRAIL

CDP Project/ Walking Trail (2017/18), incorporated with CDP to complete Project.

#### RECOMMENDATION

- (b) **That the Barunga Local Authority apportion \$10,000 (GST Exclusive) of its 2018-19 Local Authority Project Funding in support of the Barunga Walking Trail Project.**

### 12.6 COUNCIL FINANCIAL REPORT & LOCAL AUTHORITY PROJECT REGISTER UPDATE

#### RECOMMENDATION

- (a) **That the Barunga Local Authority receive and note the Financial (Expenditure) Report for the first Quarter of 2018-19 financial year**
- (b) **That the Barunga Local Authority receive and note the LA Project Register Update Report as at 30 September 2018.**

### OTHER BUSINESS

General discussion regarding:

- No events during the School Holidays provided by Roper Gulf Regional Council.

**18/2018 RESOLVED (Vita Brinjen/ Anita Painter)**

Bitumen around Bottom Camp, Mayor Judy MACFARLANE to take the concerns to the Road Committee in Katherine this month (October).

1. Bitumen around Bottom Camp area, BAGALA CIRCUIT
2. Lot 305 floodway soil erosion

**21/2018 RESOLVED (Vita Brinjen/ Symeon Bulumbara)**

**CLOSE OF MEETING**

The meeting closed at 12.22 PM.

THIS PAGE AND THE PRECEEDING PAGES ARE THE MINUTES OF THE Barunga Local Authority Meeting HELD ON Tuesday, 16 October 2018 AND CONFIRMED Friday, 14 December 2018.

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Chairperson

**WARD REPORT**



**ITEM NUMBER** 13.5  
**TITLE** Numbulwar Numburindi Ward Report  
**REFERENCE** 782193  
**AUTHOR** Prerna RAMAWAT, Governance Officer

**RECOMMENDATION**

- (a) That the Council receives and notes the Numbulwar Numburindi Ward Report.
- (b) That the Council approves the recommendations of the Numbulwar Local Authority from the minutes 09 October 2018.

**BACKGROUND**

The Numbulwar Local Authority includes; Mayor Judy MacFarlane, Cr Edwin Nungumajbarr, Cr David Murrungun, Ella Geia, Felicity Kym Rami, Douglas Wunungmurra, Roland Nundhirribala, Virginia Nundhirribala, Tanya Wilfred (Youth Representative), and Kaheb Ngalmi (Youth Representative).

The next scheduled Numbulwar Local Authority is Tuesday 11 December 2018, which got cancelled because of no Quorum..

**ACTION LIST**

Date	Agenda Item #	Item Description	Responsible Person	Status	Status Comments - Completion Date
12.10.16	12.4 Safe House <b>LOT 143</b>	To advocate for Numbulwar community to gain support for a Safe House  <b>ACTION:</b> Write to PMC regarding the opportunity to engage and collaborate with Stronger Communities for Children (SCfC).	GEC/ DCCS	Ongoing – the need is high and the project a priority	09/10/18: Waiting for Department of Health to respond. 1. Safe House 2. SCfC Program – CEO to enquire 3. Community Members don't want to send Oldies to other towns and would rather provide the service. Note: CEO suggested that is Aged Care moves to Lot 284. The current Aged Care facility could become the Safe House. <b>Letter to be drafted.</b>
26.09.1	12.2 OLD CLINIC <b>LOT 284</b>	The old clinic housing the Aged Care facility and establishing a safe house	CEO/ DCCS	Completed	09/10/18: Currently don't have the funds to repair Lot 284. Health Department still has

		<p>in the old aged care facility.</p> <p>CEO and Mayor to meet with Health Minister.</p>			<p>ownership over building.</p> <ol style="list-style-type: none"> <li>1. Land Tenure</li> <li>2. Repairs and Upgrade</li> <li>3. Funding</li> </ol> <p><b>Council has been working with NT Health to determine the value of taking on the OLD Clinic. We have been advised against it and are now seeking investment from government or the private sector to build new purpose built facilities.</b></p>
26.09.17	12.3 PRIORITIES IN THE COMMUNITY	<p>Portable Toilet block for festivals and events - investigate options and specifics, such as pipes and connection points.</p> <p>NOTE: Community to contract Roper Gulf Regional Council.</p>	DCCS	Ongoing	<p>09/10/18</p> <p>Investigate Lot between Lot 274 &amp; 90 for location of Toilet Block. CEO to put together map story to be provided to NLC meeting 12/11/2018. Investigating designs for costing. Commenced the request for land and EOI lodged for section 19.</p>
26.09.17	12.3 PRIORITIES IN THE COMMUNITY	<p>To investigate the costs and specifics for a waterless toilet system for Numbulwar Airport.</p>	DCCS	Ongoing	<p>31/10/17 To investigate options. QUOTE: \$87,000 for instalment.</p> <p>EOI to lodge section 19.</p>
26.09.17	12.3 PRIORITIES IN THE COMMUNITY	<p>CSC John Terepo to work with Councilor's, LA Members, TO's/ Elders, community members in locating proposed new suitable sites.</p>	Acting CEO/Elected Member/ CSC	Ongoing	<p>ACTION: CEO to request EOI at NLC meeting 12/11/2018.</p> <p><b>Council is putting an EOI to NLC and TO's for a new cemetery adjacent to the airstrip on red soil country. Our Councillors have been working with TO's to get the location right.</b></p>

21.11.17	12.3 WASTE MANAGEMENT - NEW FACILITY	DCCS to continue to liaise with the NLC with regards to approvals for developments.	Acting CEO/DCCS	Ongoing	09/10/18: CSC has met with Contractors EOI to be presented at NLC meeting 12/11/2018.  <b>With no subdivision on the horizon Council is going to remain at our existing site. Council can't meet weather compliance at the new site and we are commencing rehabilitation of the existing site and reducing our operating footprints.</b>
	12.4 FREIGHT HUB PROJECT	DCCS to obtain minutes/debrief regarding the recent NLC meeting for clarification.	Acting CEO/DCCS	Ongoing	CEO to write a report in LA Agenda.
13.02.18	Community Safety Program	Community Safety Meeting to be held once a month.	DCCS	Ongoing	09/10/18 CSC to organize a Community Meeting with Police and Elders to have frequent meeting to discuss Community Safety issues as they arise.
09.10.18	Tank Corner – Black Spot		CSC/ DCCS	Ongoing	09/10/18: Solar Light is required for Black Spot.

**FINANCIAL CONSIDERATIONS**

Nil

**ATTACHMENTS:**1 [↓](#) Numbulwar Local Authority 2018-10-09 [765616].DOCX



MINUTES OF THE NUMBULWAR LOCAL AUTHORITY MEETING HELD AT THE  
CONFERENCE ROOM COUNCIL SERVICE DELIVERY CENTRE, NUMBULWAR ON  
TUESDAY, 09 OCTOBER 2018 AT 10.30AM

**PRESENT/STAFF/GUESTS**

**1.1 Elected Members**

Mayor Judy MACFARLANE  
Councillor Edwin NUNGGUMAJBARR  
Councillor David MURRUNGUN

**1.2 Local Authority Members**

Felicity RAMI  
Virginia NUNDHIRRIBALA

**1.3 Staff**

Sharon HILLEN – Acting Chief Executive Officer  
John TEREPO – Council Services Coordinator  
Jessma SAYLOR – Senior Administration Support Officer  
(Minute Taker)

**1.4 Guests**

Rodney HOFFMAN – Department of Housing and Community Department

**MEETING OPENED**

Meeting opened at 10:30AM

**WELCOME TO COUNTRY**

Councillor Edwin NUNGGUMAJBARR welcomed members, staff and guests and the Roper Gulf Regional Council Pledge was read.

**APOLOGIES AND LEAVE OF ABSENCE  
RESOLVED**

116/2018 RESOLVED (Felicity Kym Rami/Virginia Nundhirribala)

(a) That the Numbulwar Local Authority accept the apologies of the following Local Authority Members:

- Roland NUNDHIRRIBALA
- Eila GEIA
- Douglas WUNUNGMURRA

**CONFIRMATION OF PREVIOUS MINUTES****5.1 CONFIRMATION OF PREVIOUS MINUTES**

117/2018 RESOLVED (Felicity Kym Rami/Virginia Nundhirribala)

- (a) That the Numbulwar Local Authority approve the minutes as a true and accurate record of the Numbulwar Local Authority's meeting held Tuesday 12 June 2018.

**DISCLOSURES OF INTEREST**

There were no declarations of interest at this Numbulwar Local Authority Meeting.

**BUSINESS ARISING FROM PREVIOUS MINUTES****8.1 ACTION LIST**

118/2018 RESOLVED (David Murrungun/Felicity Kym Rami)

- (a) That the Numbulwar Local Authority receive and note the Action List.

<b>Date</b>	<b>Agenda Item #</b>	<b>Item Description</b>	<b>Responsible Person</b>	<b>Status</b>	<b>Status Comments - Completion Date</b>
12.10.16	12.4 Safe House <b>LOT 143</b>	To advocate for Numbulwar community to gain support for a Safe House  <b>ACTION:</b> Write to PMC regarding the opportunity to engage and collaborate with Stronger Communities for Children (SCfC).	GEC/ DCCS	Ongoing – the need is high and the project a priority	21/11/17 There is no GEC here currently. Sharon will talk to NLC. There is an AGM at Numbirindi Aboriginal Corporation next week and the proposal for a Safe House will be tabled.  <b>09/10/18: Waiting for Department of Health to respond.</b> <ol style="list-style-type: none"> <li>1. Safe House</li> <li>2. SCfC Program – CEO to enquire</li> <li>3. Community Members don't want to send Oldies to other towns and would rather provide the service.</li> </ol>

					Note: CEO suggested that is Aged Care moves to Lot 284. The current Aged Care facility could become the Safe House.
26.09.17	12.2 OLD CLINIC LOT 284	The old clinic housing the Aged Care facility and establishing a safe house in the old aged care facility. <b>ACTION: CEO and Mayor to meet with Health Minister.</b>	CEO/ DCCS	Ongoing	15/12/17 At the OCM Council supported seeking a Section 19 on the Numbulwar Old Clinic – to move the Council Aged Care to the old Clinic. <b>09/10/18: Currently don't have the funds to repair Lot 284. Health Department still has ownership over building.</b> <ol style="list-style-type: none"> <li>1. Land Tenure</li> <li>2. Repairs and Upgrade</li> <li>3. Funding</li> </ol>
26.09.17	12.3 PRIORITIES IN THE COMMUNITY	<b>Original ACTION:</b> Portable Toilet block for festivals and events - investigate options and specifics, such as pipes and connection points.  NOTE: Community to contract Roper Gulf Regional Council.	Miguel/ DCCS	Ongoing	20/03/18 Festival Committee has been informed. Festival DATE: 13/09/2018  09/10/18 <b>ACTION:</b> Investigate Lot between Lot 274 & 90 for location of Toilet Block. CEO to put together map story to be provided to NLC meeting 12/11/2018.
26.09.17	12.3 PRIORITIES IN THE COMMUNITY	<b>ACTION:</b> To investigate the costs and specifics for a waterless toilet system for Numbulwar Airport.	Miguel/ DCCS	Ongoing	<b>31/10/17 To investigate options. QUOTE: \$87,000 for instalment.</b>
26.09.17	12.3 PRIORITIES IN THE COMMUNITY	<b>ACTION:</b> Sharon to telephone NLC to help organise and get back to Councillor's & Ella; and  <b>ACTION:</b> NTG	Sharon/Cr's/Ella/ John CSC	Ongoing	21/11/17 To also mark out where all existing cemeteries are and proposed new suitable locations, including peg down and mark up areas with CSC,

		<p><i>Numbulwar Yearly Report</i> - Get it regarding cemetery, email John &amp; print off for Cr's &amp; LA members.</p> <p><b>ACTION:</b> CSC John Terepo to work with Councillor's, LA Members, TO's/ Elders, community members in locating proposed new suitable sites.</p>			<p>Councillor's, LA Members, TO's/Elders. Then take back this information to NLC.</p> <p><b>09/10/18: Cr David has spoken with Elder of Community. Flier to be completed to show proposed site to help spread the word. Graves need to be marked at Old Cemetery.</b> <b>ACTION: CEO to request EOI at NLC meeting 12/11/2018.</b></p>
21.11.17	12.3 WASTE MANAGEMENT - NEW FACILITY	<p><b>Original ACTION:</b> DCCS to continue to liaise with the NLC with regards to approvals for developments.</p>	Sharon DCCS	Ongoing	<ol style="list-style-type: none"> <li>1. Talk to Northern Land Council regarding location of site.</li> <li>2. START work and clean the site up.</li> </ol> <p><b>09/10/18: CSC has met with Contractors EOI to be presented at NLC meeting 12/11/2018.</b></p>
	12.4 FREIGHT HUB PROJECT	<p><b>Original ACTION:</b> DCCS to obtain minutes/debrief regarding the recent NLC meeting for clarification.</p>	Sharon DCCS	Ongoing	
13.02.18	Community Safety Program	<p>Community Safety Meeting to be held once a month.</p>	DCCS	Ongoing	<p><b>09/10/18 ACTION: CSC to organize a Community Meeting with Police and Elders to have frequent meeting to discuss Community Safety issues as they arise.</b></p>
09.10.18	Tank Corner – Black Spot		CSC/ DCCS	Ongoing	<p><b>09/10/18: Solar Light is required for Black Spot.</b></p>

**INCOMING CORRESPONDENCE**

NIL

**OUTGOING CORRESPONDENCE**

NIL

## **GENERAL BUSINESS**

### **11.1 FUNDING FOR NUMBULWAR SPORT AND RECREATION HALL**

**119/2018 RESOLVED (Virginia Nundhirribala/David Murrungun)**

- (a) That the Numbulwar Local Authority approve an allocation of \$55,000 (GST Exclusive) in Local Authority Project Funding for upgrades to the Numbulwar Sport and Recreation Hall.

### **11.2 REGIONAL PLAN 2018-2019**

**120/2018 RESOLVED (David Murrungun/Felicity Kym Rami)**

- (a) That the Numbulwar Local Authority receives and notes the 2018-2019 Regional Plan.

### **11.3 DOG DETERRENTS**

**121/2018 RESOLVED (Virginia Nundhirribala/David Murrungun)**

- (a) That the Numbulwar Local Authority receive and note the Dog Deterrents Report from the Department of Housing and Community Development.
- (b) That the Numbulwar Local Authority endorse the use of 'Dog Dazers' in Numbulwar for Department of Housing and Community Development staff.

### **11.4 DANGEROUS DOGS REPORT**

General discussion surrounding:

- Fencing is an issue in Community,
- Upstairs and downstairs houses require their own yard,
- Pigs and other animals become problem animals within Community.

**122/2018 RESOLVED (David Murrungun/Felicity Kym Rami)**

- (a) That the Numbulwar Local Authority receives and notes this report regarding Dangerous Dogs.

### **11.5 COMMUNITY DEVELOPMENT PROGRAMME**

**123/2018 RESOLVED (David Murrungun/Felicity Kym Rami)**

- (a) That the Numbulwar Local Authority receives and notes updates on CDP Report.

**11.6 COMMUNITY SAFETY REPORT**

*124/2018 RESOLVED (David Murrungun/Virginia Nundhirribala)*

- (a) That the Numbulwar Local Authority receives and notes the Community Safety report for the 09 October 2018 meeting.

**11.7 COUNCIL SERVICES REPORT**

*125/2018 RESOLVED (Edwin Nungumajbarr/Virginia Nundhirribala)*

- (a) That the Numbulwar Local Authority receives and notes the Council Services report.

**11.8 ELECTED MEMBERS REPORT**

*126/2018 RESOLVED (David Murrungun/Virginia Nundhirribala)*

- (a) That the Numbulwar Local Authority receives and notes the Elected Member Report.

**11.9 COUNCIL FINANCIAL REPORT - 4TH QUARTER EXPENDITURE REPORT**

*127/2018 RESOLVED (Virginia Nundhirribala/Felicity Kym Rami)*

- (a) That the Numbulwar Local Authority receive and note the Financial (Expenditure) Report for the fourth Quarter of 2017-18
- (b) That the Numbulwar Local Authority receive and note the LA Project Expenditure Report as at 30 June 2018
- (c) An additional \$10,000 from the Numbulwar Local Authority Project Funding to be put aside for freight for toilets at airport. Total Local Authority funds allocated: \$97,000
- (d) Furthermore, the Numbulwar Local Authority approves \$40,000 for playground equipment.

**0.0 NUMBULWAR LOCAL AUTHORITY PROJECT REGISTER UPDATE**

**RECOMMENDATION**

- (a) That the Numbulwar Local Authority receive and note the updated report on Local Authority Project Funding until 20 September 2018.

**OTHER BUSINESS**

Nil

**CLOSE OF MEETING**

The meeting terminated at 3:05PM.

THIS PAGE AND THE PRECEDING PAGES ARE THE MINUTES OF THE Numbulwar Local Authority Meeting HELD ON Tuesday, 09 October 2018 AND CONFIRMED Tuesday, 11 December 2018.

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Chairperson

**EXECUTIVE DIRECTORATE REPORT**

<b>ITEM NUMBER</b>	14.1
<b>TITLE</b>	Mayor's Report
<b>REFERENCE</b>	<b>781189</b>
<b>AUTHOR</b>	Ashleigh Anderson, Governance Officer

**RECOMMENDATION**

- (a) **That Council receives and notes the Mayor's Report.**

**BACKGROUND**

As outlined by Roper Gulf Regional Council's Code of Conduct, the Mayor attends meetings and appointments to speak and represent Council in regards to policies, decisions, actions and interests. This report was recreated on behalf of Mayor Judy MacFarlane.

**ISSUES/OPTIONS/SWOT**

The Mayor has attended the following meetings and appointments on behalf of Council:

<b>Date</b>	<b>Meeting</b>
30 October 2018	Ordinary Meeting of Council – Briefing Day
31 October 2018	Ordinary Meeting of Council – Meeting Day
07 November 2018	Mayors and Presidents Forum 2019 Australian of the Year Awards, Northern Territory
08 November 2018	LGANT Conference and Annual General Meeting
09 November 2018	Annual General Meeting Tidy Towns Awards, Northern Territory
14 November 2018	Special Council Meeting via Audio Visual Link
20-22 November 2018	National Roads Congress
28 November 2018	Finance Committee Meeting
06 December 2018	Borroloola Local Authority Meeting Australian Citizenship Ceremony

**FINANCIAL CONSIDERATIONS**

*Nil*

**ATTACHMENTS:**

There are no attachments for this report.

**EXECUTIVE DIRECTORATE REPORT**

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<b>ITEM NUMBER</b>	14.2
<b>TITLE</b>	Application to transfer liquor licence - Larrimah Hotel
<b>REFERENCE</b>	<b>780814</b>
<b>AUTHOR</b>	Sharon Hillen, Director of Council and Community Services

**RECOMMENDATION**

- (a) **That Council receive and note the report on Larrimah Hotel.**

**BACKGROUND**

An application has been received to transfer the liquor licence of the Larrimah Hotel. The email is formal notification to Council as required in accordance with Section 41(3) of the Liquor Act.

The hotel and associated freehold land has been sold and the new owners will own the freehold via one of their companies and then lease it to themselves via a different company. They intend to continue to operate the hotel in basically the same manner.

A copy of the current liquor licence is attached for information and there are no proposed changes to it, apart from the licensee and nominee names.

- The proposed licensee is Westten Services Pty Ltd which is currently registered with ASIC. The director and owner is Janice Baldwin
- The proposed nominee is Steve Baldwin.
- Steve Baldwin is the current nominee of the Outback Caravan Park in Tennant Creek and Janice's husband. Both own and operate the Outback Caravan Park in Tennant Creek which also holds liquor licence number 81117302. Both venues have the authority to sell takeaway liquor and Steve Baldwin has previous experience in this regard.
- They intend to operate the venue in the same general manner as previously and have plans to improve the overall venue.
- There are no identified probity issues or other reasons to refuse the transfer of this liquor licence.

**ISSUES/OPTIONS/SWOT**

Nil

**FINANCIAL CONSIDERATIONS**

Nil

**ATTACHMENTS:**

- 1 [Letter-04122018-Larrimah Hotel Liquor Licence.pdf](#)

**LIQUOR ACT****LIQUOR LICENCE NUMBER 81300518****LICENSEE:** Barry James Sharpe**NAME OF PREMISES:** Larrimah Wayside Inn  
8 Mahony Street  
LARRIMAH NT 0852**AUTHORITY - PUBLIC HOTEL****Sale For Consumption On  
And Away From Premises**

Subject to the conditions specified below this licence authorises the sale of liquor for consumption on, at or away from the licensed premises.

**CONDITIONS****Failure To Comply**

1. The licence will be subject to a condition that a breach of the *Liquor Act* by any person employed by or on behalf of the Licensee, shall constitute and be deemed to be a breach of the licence conditions by the Licensee.

**Notice To Be Displayed**

2. The Licensee shall erect and maintain a prominent notice of a size and type satisfactory to the Director-General specifying:
  - The Full name of the Licensee, the Nominee (where the licence is held by a Body Corporate) and the licence number;


**3 September 2018  
DATE OF EFFECT****Mark Wood  
Delegate of the Director-General of Licensing**

- The hours between which liquor shall be sold;
  - Subject to the conditions of this licence, liquor will not be sold to persons under the age of 18 years;
  - That the licence and its conditions are available for inspection.
- Licence To Be Available For Inspection** 3. This licence or a fair copy of it shall be kept on the licensed premises at all times and shall be immediately available for inspection by any person.
- Liquor Purchase Records To Be Kept** 4. The written record required to be maintained by the Licensee pursuant to Section 111 of the Act shall be kept on the premises in a form approved by the Director-General.
- Liquor purchases shall be entered into the record within 28 days of such purchases being made.
- Fire Precautions** 5. The Licensee shall comply with the requirements or instructions of the Chief Fire Officer or his delegates appointed under the *Fire and Emergency Act*.
- Health Requirements** 6. The Licensee shall comply with the requirements of the Chief Medical Officer appointed under the *Public Health Act* and his delegates with respect to the requirements of that Act.
- Premises To Be Kept In Good Repair** 7. The Licensed Premises and all plant, machinery, equipment, fittings, furniture, furnishings and any other item used in connection therewith shall be kept in good order and repair and the premises and its immediate environs shall be maintained in a neat and tidy appearance.

**3 September 2018**  
**DATE OF EFFECT**

  
**Mark Wood**  
**Delegate of the Director-General of Licensing**

- Non-alcoholic Drinks To Be Kept**
8. The Licensee shall maintain a reasonable range and stock of soft drinks and fruit juices to the satisfaction of the Director-General.
- Definitions**
9. In this licence, unless the contrary intention appears:
- (a) the masculine includes the feminine;
  - (b) the singular includes the plural and vice versa;
  - (c) 'the Act' means the *Liquor Act*;
  - (d) 'the licensed premises' means the area delineated as such on the plan initialled and dated by the Director-General and kept at its office in Darwin or Alice Springs.
  - (e) 'lodger' means a person staying in accommodation provided by the Licensee and includes a properly established caravan park or camping area maintained by the Licensee at or near his premises.

**3 September 2018**  
**DATE OF EFFECT**

Licence Number: 81300518



**Mark Wood**  
**Delegate of the Director-General of Licensing**

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## Larrimah Wayside Inn

### Trading Hours

Trading Hours for Larrimah Wayside Inn shall be between:-

Sunday 10:00 and Monday 02:00  
Monday 10:00 and Tuesday 02:00  
Tuesday 10:00 and Wednesday 02:00  
Wednesday 10:00 and Thursday 02:00  
Thursday 10:00 and Friday 02:00  
Friday 10:00 and Saturday 02:00  
Saturday 10:00 and Sunday 02:00

Only mid strength and light beer (not more than 3.5% alcohol content) may be sold for on premises consumption between 1000 and 1159 hours seven days per week.

### Exceptions

No trading on Good Friday or Christmas Day

## SPECIAL CONDITIONS

### Takeaway Hours

Liquor shall be sold only for consumption away from the premises during the following hours:

- (i) Sunday to Friday inclusive between the hours of 14:00 and 20:00;
- (ii) Saturday and Public Holidays between the hours of 12:00 and 20:00; and
- (iii) No trading on Good Friday or Christmas Day.

**3 September 2018**  
**DATE OF EFFECT**

  
**Mark Wood**  
**Delegate of the Director-General of Licensing**

- Bona Fide Lodgers** Liquor may be sold at any time to bona fide lodgers of the premises or invited guests of the lodger (in the presence of the lodger) for consumption on the premises.
- Sale Of Essences** All products including essences which contain more than 1.15% ethyl alcohol by volume marketed in containers exceeding 50ml may only be sold in accordance with licence conditions.
- Fire**
- (a) Liquor shall not be sold or supplied at, on, or from the licensed premises, without the Licensee having a current written recommendation from the Chief Fire Officer of the Northern Territory Fire and Rescue Service, or his delegate, as to the maximum number of persons permitted to occupy the licensed premises, at any one time.
  - (b) The Licensee at all times shall display such recommendation of the Chief Fire Officer, or a true copy thereof, in a prominent location in the licensed premises and in each part of the premises to which such a recommendation may discretely relate, all to the satisfaction of the Director-General.
  - (c) At all times that the licensed premises are trading or are otherwise open to the public for any purpose, the number of persons in or upon the licensed premises or any part thereof shall not exceed the current recommendation of the Chief Fire Officer.
  - (d) In this condition, a recommendation of the Chief Fire Officer shall not be regarded as current unless it has been obtained by the Licensee subsequent to the most recent fit-out, renovation, refurbishment, or structural alteration of the premises, whichever is the later. The proof of such currency will be upon the Licensee in any proceedings or inquiry.

**3 September 2018**  
**DATE OF EFFECT**

  
**Mark Wood**  
**Delegate of the Director-General of Licensing**

**Responsible Service of Alcohol Certificate**

- (a) All staff, who are directly involved in the sale, service or supply of alcohol to the public or the supervision of these activities, are required to hold or obtain a Responsible Service of Alcohol (RSA) Certificate within one (1) month from commencement of employment.
- (b) An RSA Certificate must be obtained from an accredited service provider within Australia.
- (c) An RSA register in the form approved by the Director-General must be maintained on the premises at all times with a copy of each staff member's RSA certificate included.

**Lease And Management Agreements**

- (a) This licence is subject to the condition that a breach of the *Liquor Act* by any person employed by or on behalf of the Licensee, or by or on behalf of any contracted manager of the Licensee, shall constitute and be deemed to be a breach of the licence conditions by the Licensee.
- (b) This licence does not authorise the sale of liquor on or from any part of the licensed premises by any person other than the Licensee or an employee of the Licensee unless the prior approval in writing of the Director-General has been obtained by the Licensee.
- (c) Within twenty four hours of a request by an Inspector of licensed premises, the Licensee shall produce for inspection, by the Inspector, true copies of all agreements and other records establishing or evidencing:

**3 September 2018**  
**DATE OF EFFECT**

Licence Number: 81300518

  
**Mark Wood**  
**Delegate of the Director-General of Licensing**

Page 6 of 11

- (i) the contractual relationship between the Licensee and any current manager, lessee or other operator of the licensed premises or any of any part thereof; and
- (ii) the employer/employee relationship respectively pertaining to all current bar staff and security personnel.

If the Licensee is unwilling to give the Inspector permanent custody of such copy of documentation, the Inspector shall be entitled to remove all documentation produced as aforesaid for the purpose of taking photocopies thereof before returning the produced documentation to the Licensee as soon as reasonably practicable, provided always that such copy of documentation shall remain confidential between the Licensee and the Director-General.

#### Credit

Without the written consent of the Director-General, no liquor shall be sold for consumption off or away from the licensed premises unless payment for the sale shall be made before or at the time of the supply or delivery of the liquor.

For the purposes of this condition, payment shall mean payment only by one or more of the following methods:

- (i) by legal tender within the meaning of Australian currency legislation (ie Australian banknotes and/or coins) ;
- (ii) by cheque drawn by the purchaser and banked by the Licensee in the normal course of business, the cheque to be neither post-dated nor held by the Licensee against future availability of sufficient funds in the account on which the cheque is drawn;



**Mark Wood**  
**Delegate of the Director-General of Licensing**

**3 September 2018**  
**DATE OF EFFECT**

- (iii) by any nationally recognised charge card, whether a credit card or debit card; or
- (iv) by authorised debit to a pre-existing account with the Licensee in the name of and operated by, a body incorporated under any Commonwealth, State or Territory. Law.

Following the point-of-sale processing of the sale by credit card or debit card, the Licensee shall not retain possession of the card or store any data or information taken from or in any way relating to the card except only as may be essential for the purpose of completing the transaction with the Licensee's bank in accordance with normal commercial practice. Without in any way limiting the generality of this requirement, in no circumstances shall the licensee seek to know or record a purchaser's PIN in relation to any card or bank account.

#### Special Conditions Prevail

Notwithstanding anything contained in this Licence, where there is a conflict between a general and special condition, the special condition prevails.

#### Temporary Variations

Procedure for adding temporary conditions to licence from time to time rather than issuing special licences.

This licence shall be subject to and inclusive of such additional conditions as may at any time be:

- (i) requested in writing by the Licensee;
- (ii) approved by, or imposed by the Liquor Commission as a condition of the granting of such a request by a Licensee; and

**3 September 2018**  
**DATE OF EFFECT**

  
**Mark Wood**  
**Delegate of the Director-General of Licensing**

- (iii) notified in writing by the Director-General to the Licensee.

And such additional conditions shall be deemed to be embodied in this licence and to be conditions of this licence for the expressed duration of their applicability.

For the purposes of this condition "writing" shall include facsimile and e-mail transmission.

**Criminal Charge Or  
Conviction Of Person  
Engaged By Licensee**

- (a) Upon the Licensee learning of the charging or conviction of any person working for or on behalf of or at the direction of the Licensee in the licensed premises, for an offence in any way related to violence or unlawful possession of drugs for any purpose, the Licensee shall immediately advise the Director-General of the charge or conviction, as the case may be, regardless of whether or not the event giving rise to any such charge or conviction occurred within the licensed premises.
- (b) In relation to any person charged or convicted as aforesaid, the Licensee shall comply with the written directions of the Liquor Commission as to any limitation of duties within the licensed premises which may be assigned to such person or any limitation of direct contact permitted between such person and any patrons on the licensed premises until such time as the matter is considered and dealt with by the Liquor Commission, whose powers in that situation shall include but not be limited to the extension or variation of the directions which have been issued by the Liquor Commission.

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DATE OF EFFECT**

  
**Mark Wood**  
**Delegate of the Director-General of Licensing**

**Changes In Corporate Structure**

- (a) Where the Licensee is a corporate entity it shall notify the Director-General in writing, no later than fourteen days after the relevant event, whenever a person assumes a position of authority or ceases to hold a position of authority.
- (b) Upon receipt of any such notification, the Liquor Commission may re-examine the question of the Licensee's fitness to hold the licence, and for that purpose to conduct such reasonable further investigation as thought fit.
- (c) A person occupies a position of authority in a corporate entity if the person :
  - (i) is a director of the corporate entity;
  - (ii) exercises, or is in a position to exercise, control or have substantial influence over the corporate entity in the conduct of its affairs;
  - (iii) manages, or intends to manage, the business of the corporate entity conducted under the licence and is not the nominee under Section 25 of the *Liquor Act*;
  - (iv) if the corporate entity is a club or association – is a member of the Committee of Management;
  - (v) if the corporate entity is a proprietary company, either private or public – is a shareholder owning or controlling more than ten per centum (10%) of the issued voting stock of the company.

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**DATE OF EFFECT**

Licence Number: 81300518



**Mark Wood**  
**Delegate of the Director-General of Licensing**

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- (d) A minor who is a shareholder in a company is not for that reason to be regarded as a person occupying a position of authority.

----- End of Licence -----

**3 September 2018**  
**DATE OF EFFECT**

Licence Number: 81300518



**Mark Wood**  
**Delegate of the Director-General of Licensing**

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**DATE OF EFFECT**

**CHAIRMAN**

/12.

**CORPORATE GOVERNANCE DIRECTORATE REPORT**

---



<b>ITEM NUMBER</b>	15.1
<b>TITLE</b>	Urapunga Local Authority
<b>REFERENCE</b>	<b>775025</b>
<b>AUTHOR</b>	Cristian Coman, Manager - Governance and Corporate Planning

**RECOMMENDATION**

- (a) **That Council decides the membership number for the Urapunga Local Authority;**
- (b) **That Council reviews the membership nomination forms and appoints members to the Urapunga Local Authority;**
- (c) **That Council decides the inaugural and subsequent Meeting dates of the Urapunga Local Authority;**
- (d) **That Council considers the invitation of the Minister for Housing and Community Development, and other dignitaries for the Inaugural Meeting of the Urapunga Local Authority.**

**BACKGROUND**

The Minister for Housing and Community Development endorsed the establishment of the Urapunga Local Authority on 03 October 2018.

The call for membership nominations for the Local Authority was open for the period of 07 November – 04 December 2018 inclusive, being advertised through the distribution of flyers in Urapunga and Ngukurr, as well as being advertised on Council's website and social media page.

**ISSUES/OPTIONS/SWOT**

Council must consider the size of the Urapunga Local Authority in relation to the Community, and other Local Authorities. Council may, in accordance with Clause 7 of Ministerial Guideline 8 establish the size of the Local Authority so long as it comprises a minimum of six (6) members, and no more than fourteen (14).

Council should also consider a date for the inaugural meeting. January was suggested however Council must consider whether or not this is suitable.

**FINANCIAL CONSIDERATIONS**

Nil

**ATTACHMENTS:**

There are no attachments for this report.

**CORPORATE GOVERNANCE DIRECTORATE REPORT**

---



<b>ITEM NUMBER</b>	15.2
<b>TITLE</b>	CEO Review 2019
<b>REFERENCE</b>	<b>778634</b>
<b>AUTHOR</b>	Sharon Hillen, Director of Council and Community Services

**RECOMMENDATION**

- (a) **That Council nominates the panel of members to be on the review panel for the CEO performance review;**
- (b) **That Council nominates a date for the CEO performance review.**

**BACKGROUND**

The CEO annual performance review is scheduled for Thursday the 28<sup>th</sup> February 2019 (date subject to variation).

The 2018 Panel comprised of:

- 1) Mayor Judy MacFARLANE;
- 2) Deputy Mayor Helen LEE;
- 3) Councillor Don GARNER;
- 4) Councillor Samuel EVANS;
- 5) Councillor Owen TURNER.

Council is requested to:

- 1. nominate the panel of members to be on the review panel for the CEO review, and
- 2. decide on the date and venue to conduct the review.

**ISSUES/OPTIONS/SWOT**

The performance review process will be:

- 1. The CEO completes the self-evaluation and provides the report to an independent Consultant.
- 2. The Councillors individually and confidentially complete the review and e-mail the Consultant their responses.
- 3. The responses are consolidated by the Consultant
- 4. Facilitation of the performance review will be held on a date to be nominated by Council;
  - a. The Councillors and the Consultant will review and discuss the consolidated performance review responses / ratings
  - b. Feedback is provided to the CEO
  - c. New performance objectives for the upcoming year (2019/2020) will be developed.
- 5. Consultant will write up a report and send it to the Mayor and CEO

**FINANCIAL CONSIDERATIONS**

Nil

**ATTACHMENTS:**

**CORPORATE GOVERNANCE DIRECTORATE REPORT**

---



**ITEM NUMBER** 15.3  
**TITLE** 2019 Meeting Calendar  
**REFERENCE** 781233  
**AUTHOR** Cristian Coman, Manager - Governance and Corporate Planning

**RECOMMENDATION**

- (a) **That Council adopts the revised dates for the 2019 Meeting Calendar for Council Meetings, Committee Meetings, and Local Authority Meetings.**

**BACKGROUND**

Council adopted the dates of its meetings, as well as those of its Committees and Local Authorities at the 31 October 2018 Ordinary Meeting of Council.

**ISSUES/OPTIONS/SWOT**

Upon review by senior staff and Local Authority members, Council is requested to amend the meeting dates as outlined in the draft 2019 Calendar.

**NB. The draft Calendar will be provided as a hard copy as the it is unreadable as an electronic attachment.**

**FINANCIAL CONSIDERATIONS**

Nil

**ATTACHMENTS:**

There are no attachments for this report.

**CORPORATE GOVERNANCE DIRECTORATE REPORT**

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<b>ITEM NUMBER</b>	15.4
<b>TITLE</b>	National Roads Conference
<b>REFERENCE</b>	<b>781242</b>
<b>AUTHOR</b>	Cristian Coman, Manager - Governance and Corporate Planning

**RECOMMENDATION**

- (a) **That Council receives and notes summary of National Local Roads and Transport Congress Conference in Alice Springs from the Elected Members who attended the Conference.**

**BACKGROUND**

On 20-22 November 2018, a group of Elected Members of Council attended a conference in Alice Springs pertaining to local roads and road transport held by the National Local Roads and Transport Congress.

The attendees were as follows:

- Mayor Judy MacFARLANE;
- Deputy Mayor Helen LEE;
- Councillor Don GARNER;
- Councillor Owen TURNER;
- Councillor Edwin NUNGGUMAJBARR;
- Councillor Annabelle DAYLIGHT;
- Councillor Keith RORY.

**ISSUES/OPTIONS/SWOT**

In accordance with Clause 7.2 of the CL009 Elected Member Development and Support Policy, the Elected Members are to present their report on the Conference for the benefit of the other Elected Members and for official Council record.

**FINANCIAL CONSIDERATIONS**

Approximately \$36,000

**ATTACHMENTS:**

There are no attachments for this report.

**CORPORATE GOVERNANCE DIRECTORATE REPORT**

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<b>ITEM NUMBER</b>	15.5
<b>TITLE</b>	LGANT Conference
<b>REFERENCE</b>	<b>782206</b>
<b>AUTHOR</b>	Cristian Coman, Manager - Governance and Corporate Planning

**RECOMMENDATION**

- (a) **That Council receives and notes the update from the Elected Members who attended the 2019 LGANT Annual General Meeting.**

**BACKGROUND**

On 20-22 November 2018, a group of Elected Members of Council attended a conference in Alice Springs pertaining to local roads and road transport held by the National Local Roads and Transport Congress.

The attendees were as follows:

- Mayor Judy MacFARLANE;
- Deputy Mayor Helen LEE;
- Cr Don GARNER;
- Cr Keith RORY;
- Cr David MURRUNGUN.

**ISSUES/OPTIONS/SWOT**

In accordance with Clause 7.2 of the CL009 Elected Member Development and Support Policy, the Elected Members are to present their report on the Conference for the benefit of the other Elected Members and for official Council record.

**FINANCIAL CONSIDERATIONS**

Approximately \$13,000.

**ATTACHMENTS:**

There are no attachments for this report.

**CORPORATE GOVERNANCE DIRECTORATE REPORT**

---



<b>ITEM NUMBER</b>	15.6
<b>TITLE</b>	Town Camps Grant Funding Offer
<b>REFERENCE</b>	<b>782657</b>
<b>AUTHOR</b>	Ashleigh Anderson, Governance Officer

**RECOMMENDATION**

- (a) **That Council accepts the Town Camps Program funding offer of \$1,100,000 (GST Inclusive) from the Department of Housing and Community Development for works to occur in the Mulggan Town Camp;**
- (b) **That Council adopts the Town Camps Dwelling Funding Agreement TC0004 by signing and affixing the document with the Common seal.**

**BACKGROUND**

Roper Gulf Regional Council have been in discussions with the Department of Housing and Community Development in relation to repairs and maintenance works to dwellings and infrastructure in the Mulggan Town Camp.

**ISSUES/OPTIONS/SWOT**

Nil

**FINANCIAL CONSIDERATIONS**

Nil

**ATTACHMENTS:**

- 1 [↓](#) TC0004 - Funding Agreement - RGRC - Town Camps Program.pdf



DEPARTMENT OF  
HOUSING AND COMMUNITY  
DEVELOPMENT

Mr Michael Berto  
Chief Executive Officer  
Roper Gulf Regional Council  
PO Box 1321  
KATHERINE NT 0851

Remote Program Delivery Office  
Level 6, RCG Centre  
47 Mitchell Street  
Darwin NT 0800

**Postal Address**  
GPO Box 4621  
Darwin NT 0801  
**T 08 8999 8398**

**File Ref:** HCD2018/11515-5-001

Dear Mr Berto

### Town Camps Program Grant Funding Offer

I refer to your recent discussions with the Department of Housing and Community Development in relation to repairs and maintenance works to dwellings and infrastructure in the Mulgga town camp.

I am pleased to provide an offer of funding for a maximum amount of \$1 100 000 GST inclusive to Roper Gulf Regional Council, under the Town Camps Program for these works to occur in the Mulgga town camp.

Your attention is drawn to the following key points contained in the attached Funding Agreement reference number TC0004:

- You are required to confirm your account details contained in Schedule 1 Item 4;
- The expected completion date for all agreed works is 31 December 2019;
- The scoping, completion of works and transitional housing processes have all been outlined in Clauses 17 through to 21. Please note these must be followed before funding is payable by the department, as set out in Items 2 and 3 of the funding schedule;
- The initial scope must also include consideration of alternative accommodation arrangements for residents while works are being undertaken;
- You are required to submit a financial report for any transitional accommodation (if applicable) on the 30 January 2019;
- You are required to submit an audited specific purpose financial report for transitional accommodation by 30 June 2019; and

- If you plan to engage material suppliers or subcontractors to assist with the completion of works, please note the Buy Local clause which states you must use local subcontractors or buy from a Territory enterprise, unless it can be proven, through a competitive process that there are no suitable Territory enterprises able to supply the item or service.

You are encouraged to read and understand this Funding Agreement prior to signing. If you have any doubts about the meaning of the terms and conditions of the Funding Agreement, you are advised to consult professional legal advice. If you agree and accept this Funding Agreement, please complete, sign and return to Grants Management Unit at: [Grants.DHCD@nt.gov.au](mailto:Grants.DHCD@nt.gov.au) by **Friday 23 November 2018**.

Once signed by the department, a copy of the fully executed agreement will be sent to your nominated representative for your records. For any queries, please contact Mr Brian McClurg on (08) 8999 8501 or email [brian.mcclurg@nt.gov.au](mailto:brian.mcclurg@nt.gov.au).

Yours sincerely



GEORGE TIMSON  
Senior Director

8 November 2018

DEPARTMENT OF  
HOUSING AND COMMUNITY DEVELOPMENT

## Town Camps Dwelling

Funding Agreement TC0004

Between:

The Northern Territory of Australia care of its agency the  
Department of Housing and Community Development

And

**Roper Gulf Regional Council**

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## RECITALS

- A. The Territory is committed to improving living conditions in Northern Territory town camps.
- B. The Territory has made funds available to undertake Repairs and Maintenance work to Dwellings and Capital Works in town camps, that is in addition to the existing repairs and maintenance program under the Homelands Program.
- C. The Territory has agreed to provide funding to the Recipient to undertake agreed Repairs and Maintenance work to Dwellings and Capital Works in town camps, in accordance with the terms and conditions in this Agreement.

<h2>DEFINITIONS</h2>
----------------------

### 1. Definitions and Interpretation

- 1.1 In this Agreement unless the contrary intention appears the following definitions apply:
  - (a) **"Agreement"** means this funding agreement;
  - (b) **"Account"** means the Recipient's account specified in Item 3 of Schedule 1;
  - (c) **"Approved Capital and Infrastructure Works Quote"** means each Capital and Infrastructure Works Quote approved using a Notice of Approval of Quote by the Territory pursuant to clause 19;
  - (d) **"Approved Repairs and Maintenance Works Quote"** means each Repairs and Maintenance Works Quote approved using a Notice of Approval of Quote by the Territory pursuant to clause 17;
  - (e) **"Approved Transitional Housing Quote"** means each Transitional Housing Quote approved using a Notice of Approval of Quote by the Territory pursuant to clause 21;
  - (f) **"Asset"** means any item of personal, real or incorporeal property with a value of \$10,000 or more, which has been purchased, leased, created, acquired or otherwise brought into existence wholly or in part with the Funding;
  - (g) **"Business Day"** means a day which is not a Saturday, Sunday or Public Holiday in Darwin in the Northern Territory of Australia;
  - (h) **"Capital Works"** means the acquisition or construction of improvements that enhance the usefulness of an asset in terms of its capacity, quality or remaining useful life of structural assets or equipment and includes, without limitation, building and construction of new facilities, extension to or upgrading of existing facilities and the purchasing of equipment, but does not include general Repairs and Maintenance on existing assets;
  - (i) **"Capital and Infrastructure Scope of Works"** means the Services to be undertaken by the Recipient in respect of a Town Camp of a capital nature as agreed between the parties under clause 19.3 and outlined in Form 1 at Schedule 2;
  - (j) **"Capital and Infrastructure Works"** means the works required to be undertaken by the Recipient in respect of a Town Camp in accordance with an agreed Capital and Infrastructure Scope of Works.

- (k) **“Capital and Infrastructure Works Quote”** means a quote provided by the Recipient to the Territory for the funding required in order for the Recipient to undertake the Capital and Infrastructure Works as agreed in accordance with clause 19.3;
- (l) **“Completion of Capital and Infrastructure Works Process”** means the process outlined in clause 20 to be undertaken by the parties on completion of each Capital and Infrastructure Scope of Works approved under this Agreement
- (m) **“Completion of Repairs and Maintenance Works Process”** means the process outlined in clause 18 to be undertaken by the parties on completion of each Repairs and Maintenance Scope of Works approved under this Agreement.
- (n) **“Completion of Works Processes”** means the Completion of Repairs and Maintenance Works Process under clause 18 and the Completion of Capital and Infrastructure Works Process under clause 20;
- (o) **“Confidential Information”** means any information or material:
- (i) which is by its nature confidential;
  - (ii) which is designated as confidential by the person by or for whom the information is provided
  - (iii) which a Party knows, or ought to know, is confidential; or
  - (iv) which is agreed between the Parties or any of the Parties after the Date of this Agreement as constituting Confidential Information for the purposes of this Agreement;
- but does not include information which:
- (v) is or becomes public knowledge other than by:
    - A. breach of this Agreement; or
    - B. any other unlawful means;
  - (vi) was already in the possession of the Party who receives the information (the "Receiving Party") without restriction in relation to disclosure before the other Party gave it to the Receiving Party; or
  - (vii) had already been independently developed or acquired by the Receiving Party before the other Party gave it to the Receiving Party.
- (p) **“Contact Persons”** means the contact persons for each of the parties as required by clause 34.2 and as specified in Item 1 of Schedule 1;
- (q) **“Date of this Agreement”** means the date the last party to sign this Agreement does so;
- (r) **“Dwelling”** means a house within a Town Camp;
- (s) **“Final Completion Date”** means the date at Item 8 of Schedule 1;
- (t) **“Funding”** means the monies the Territory will pay the Recipient in respect of a Funding Period, as set out in Item 2 and to be spent in accordance with Item 7 of Schedule 1 and, where the context permits or requires, includes the whole or any part of the Funding, and any interest accrued on the investment of the Funding or any part of it;
- (u) **“Funding Instalment”** means the instalments set out in Item 3 of Schedule 1.
- (v) **“Funding Period”** means the Date of this Agreement to 31 December 2019;

- (w) **"GST"** means the Goods and Services Tax imposed by or through the GST Act;
- (x) **"GST Act"** means the *A New Tax System (Goods and Services Tax) Act*;
- (y) **"Homelands Program"** means the various grants administered by the Territory, to support the delivery of municipal, essential, housing and employment related services to eligible homelands and outstations, and, town camps across the Northern Territory, in accordance with the policy "Homelands Policy – A Shared Responsibility"
- (z) **"Intellectual Property"** means all intellectual property rights including patents, copyright, rights in circuit layout, registered designs, trademarks and any right to have Confidential Information kept confidential;
- (aa) **"Item"** means an Item in Schedule 1 of this Agreement;
- (bb) **"Notice of Approval of Quote"** means a notice given by the Territory to the Recipient approving a Repairs and Maintenance Quote, Capital and Infrastructure Quote or Transitional Housing Quote in the form in Schedule 4;
- (cc) **"Party"** or **"Parties"** means a Party or the Parties to this Agreement;
- (dd) **"Payment Date"** mean the date payment of a Funding Instalment in respect of an Approved Capital and Infrastructure Works Quote is due for payment by the Territory to the Recipient as listed on the relevant Notice of Approval of Quote;
- (ee) **"Recipient"** means the party listed at Item 1 of Schedule 1;
- (ff) **"Repairs and Maintenance"** means the provision of repairs and maintenance services to residential dwellings, including associated infrastructure, in accordance with the Standards;
- (gg) **"Repairs and Maintenance Scope of Works"** means the Services to be undertaken by the Recipient in respect of a Dwelling as agreed between the parties under clause 17.2 and outlined in Form 1 at Schedule 2;
- (hh) **"Repairs and Maintenance Works"** means the works required to be undertaken by the Recipient in respect of a Dwelling in accordance with an agreed Repairs and Maintenance Scope of Works.
- (ii) **"Repairs and Maintenance Works Quote"** means a quote provided by the Recipient to the Territory for the funding required in order for the Recipient to undertake the Repairs and Maintenance Scope of Works in respect of a particular Dwelling as agreed in accordance with clause 17.3;
- (jj) **"Schedule"** means a Schedule to this Agreement;
- (kk) **"Scope of Works Processes"** mean the Capital and Infrastructure Works Scope of Works process under clause 19 and Repairs and Maintenance Scope of Works process under clause 17;
- (ll) **"Service Component"** means the services as described in Item 7 of Schedule 1; and
- (mm) **"Services"** means all works and services to be provided by the Recipient in accordance with this Agreement, as described in Item 6 of Schedule 1 and includes any Repairs and Maintenance Works, Capital and Infrastructure Works and Transitional Housing;
- (nn) **"Standards"** means all applicable Australian Building Standards as well as the National Construction Code and Environmental Health Standards for Remote Communities in the Northern Territory;

- (oo) **“Territory”** means the Northern Territory of Australia represented by the Department of Housing and Community Development;
  - (pp) **“Territory Enterprise”** means an enterprise operating in the Northern Territory that has a significant permanent presence in the Northern Territory and employs Northern Territory residents;
  - (qq) **“Term”** means the term of this Agreement pursuant to clause 2;
  - (rr) **“Town Camp”** means a town camp listed in Item 7 of Schedule 1;
  - (ss) **“Transitional Housing”** means temporary accommodation for town camp residents while Repairs and Maintenance Works are being completed on a Dwelling in which the relevant resident would ordinarily reside;
  - (tt) **“Transitional Housing Quote”** means a quote provided by the Recipient to the Territory for the funding required in order for the Recipient to procure and provide Transitional Housing in respect of a particular Dwelling as agreed in accordance with clause 21; and
- 1.2 In the interpretation of this Agreement unless such interpretation is excluded by or repugnant to the context:
- (a) words importing the singular number include the plural number and vice versa;
  - (b) words importing any gender include all other genders;
  - (c) a reference to a person, partnership, body corporate, unincorporated body, government or local authority or agency or other entity includes any of them;
  - (d) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
  - (e) headings and sub-headings have been included for ease of reference only and this Agreement is not to be construed or interpreted by reference to such headings or sub-headings;
  - (f) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
  - (g) a reference to a recital, clause, schedule or annexure is a reference to a recital, clause, schedule or annexure of or to this Agreement;
  - (h) a recital, schedule or annexure forms part of this Agreement;
  - (i) a reference to an agreement or document (including, without limitation a reference to this Agreement) is to the agreement or document as amended, varied, supplemented, notated or replaced, except to the extent prohibited by the Agreement or that other agreement or document;
  - (j) a reference to a party to this Agreement or in another agreement or document includes the party’s successors and permitted substitution or assigns (and, where applicable, the party’s legal personal representatives);
  - (k) 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;
  - (l) a reference to dollars and \$ is to Australian currency; and
  - (m) a reference to a right or obligation of any two or more persons confers that right, or imposes that obligation, as the case may be, jointly and severally.

<b>TERM OF AGREEMENT</b>
--------------------------

**2. Term of Agreement**

- 2.1 This Agreement will take effect from the Date of this Agreement and, unless terminated earlier in accordance with this Agreement, will expire on the later of the Final Completion Date, or the date when the Recipient has provided the Territory with everything required to fully acquit the Funding pursuant to clause 16.

<b>RECIPIENT'S STATUS</b>
---------------------------

**3. Status of Recipient**

- 3.1 In this clause:

- (a) **Governing Documents** means any documents which establish and govern the Recipient in accordance with its Governing Legislation or otherwise (for example its Articles of Association or its constitution);
- (b) **Governing Legislation** means:
- (i) for associations, the *Associations Act* (NT);
  - (ii) for Aboriginal corporations, the *Corporations (Aboriginal and Torres Strait Islander) Act 2007* (Cth);
  - (iii) for corporations, the *Corporations Act* (Cth);
  - (iv) for local government councils, the *Local Government Act* (NT);

- 3.2 The Recipient warrants that:

- (a) it is properly established and constituted under its Governing Legislation, and has power and authority to enter into this Agreement; and
- (b) will continue to comply at all times with all of its obligations under its Governing Legislation; and
- (c) the Recipient will do all things and perform all acts that are necessary to ensure it complies with its Governing Legislation.

- 3.3 The Recipient must obtain the written consent of the Territory before amending its Governing Documents in any way that may affect the eligibility of the Recipient to the Funding, or the ability of the Recipient to comply with this Agreement.

- 3.4 If the Recipient is acting as a trustee on behalf of a trust, the Recipient warrants (in its personal capacity and as trustee) that, as at the Date of this Agreement:

- (a) it has the power to enter into this Agreement in its capacity as trustee of the trust;
- (b) the trust has been validly created and is in existence;
- (c) it has been validly appointed as trustee of the trust and is the sole trustee of the trust;
- (d) a date has not been declared under the deed that governs the trust as the date on which the trust will be vested or come to an end that is within 10 years of the Date of this Agreement;
- (e) there are no reasonable grounds to suspect that it or the trust are unable to repay their debts as and when they become payable;

- (f) it has valid rights of indemnity and exoneration against the assets of the trust which rights are available for satisfaction of all liabilities and other obligations incurred by it under this Agreement.

## ACCOUNT

### 4. Account

- 4.1 The Recipient must hold the Funding paid to it by the Territory in respect of Transitional Housing and Capital and Infrastructure Works under this Agreement in the Account. If the Account details are not known at the date of this Agreement, the Recipient must notify the Territory in writing of the details of the Account within five (5) Business Days of the date of this Agreement.
- 4.2 The Account must be:
- (a) held with an authorised deposit-taking institution under the *Banking Act 1959* (Cth) ("the ADI"), in an account under the Recipient's sole name and control; and
  - (b) an interest bearing account of a type appropriate for the amount of the Funding and for the purposes of the Services.
- 4.3 The Recipient must notify the Territory in writing of the details of the Account, before the Territory will be obliged to pay the Funding.

## FUNDING

### 5. Payment of Funding

- 5.1 Subject to this Agreement, the Territory will pay the Funding, in the Funding Instalments, for the conduct of the Services.
- 5.2 Subject to clause 31, the Territory will pay each Funding Instalment into the Recipient's Account.

### 6. Use of Funding

- 6.1 The Recipient must:
- (a) use the Funding (including any interest earned on the Funding), solely for the Services, Service Components and in accordance with this Agreement; and
  - (b) spend the Funding in accordance with any reasonable requirements of the Territory.
- 6.2 Except with the Territory's prior written approval, the Recipient must not use any of the following as any form of security for the purpose of obtaining or complying with any form of loan, credit, payment or other interest:
- (a) the Funding;
  - (b) this Agreement or any of the Territory's obligations under this Agreement; or
  - (c) any Assets.
- 6.3 The Recipient acknowledges that the Territory:
- (a) is under no obligation to provide any further monies to the Recipient if the Recipient's expenditure on the Services, or any Service Component, exceeds the Funding or any part of the Funding attributable to a specific Service Component, and the Recipient accepts responsibility for any additional expenditure or costs incurred in the Services or any Service Component; and

- (b) will have no responsibility for any costs associated with the upkeep and management of the Services (including Assets) constructed, purchased or otherwise acquired using the Funding.

## 7. Misused or Unspent Funding

- 7.1 If at any time the Territory determines that the Funding has not been spent or legally committed for expenditure in accordance with this Agreement, then at the sole discretion of the Territory and by written notice the Territory may require the Recipient to:
- (a) repay the Funding or any part of it to the Territory in the manner described in clause 30; or
  - (b) deal with the Funding or any part of it in accordance with any instructions of the Territory set out in the written notice.
- 7.2 Any funds outstanding as a result of a failure to comply with clause 7.1 will accrue interest on the outstanding amount of the Funding and be payable in addition to the principal amount.
- 7.3 If, at the end of a Funding Period ("the relevant date") the Recipient still has any part of the Funding paid within that Funding Period (not including any part of the Funding legally committed for expenditure in accordance with this Agreement and which falls for payment thereafter), the Recipient must, within twenty eight (28) days of the relevant date return the remaining part of the Funding to the Territory in the manner described in clause 30.
- 7.4 Interest will accrue on outstanding monies if there is a failure to comply with the written notice until full payment of the principal and interest is received.
- 7.5 Any amount owed to the Territory under subclauses 7.1 to 7.4 inclusive (including any interest) will, without prejudice to any other rights available to the Territory under this Agreement or at law or in equity, be recoverable by the Territory as a debt due to the Territory by the Recipient without further proof of the debt being necessary.

<b>ASSETS</b>
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## 8. Assets

- 8.1 The Recipient must not use the Funding to acquire or create any Assets without the prior written approval of the Territory, which approval may be given subject to such conditions as the Territory considers appropriate.
- 8.2 The Recipient must own or lease any Asset acquired with the Funding unless:
- (a) the Parties subsequently agree that the Asset is owned by the Territory or a third party; or
  - (b) the Territory directs the Recipient to transfer all or any of the Assets under clause 8.9 of this Agreement.
- 8.3 If the Territory owns the Asset, subclauses 8.6, 8.9 and 8.10 do not apply. If the Recipient leases the Asset then the Recipient must ensure that the terms of the lease are consistent with this clause 8 except for subclauses 8.6, 8.7, 8.9 and 8.10.
- 8.4 The Recipient must use any Asset in accordance with this Agreement and solely for the purposes of the Services, and such obligation will continue after the expiry or termination of this Agreement.
- 8.5 The Recipient must:

- (a) not dispose of, transfer, lease, license, encumber, part with possession of, or otherwise deal in any way with an Asset or any part of it without having first obtained the Territory's written consent, which may be withheld or provided subject to any conditions specified in a consent notice and at the Territory's absolute discretion;
  - (b) secure and safeguard all Assets against loss, theft, damage or unauthorised use;
  - (c) maintain all Assets in good working order, and where applicable, ensure Assets meet Australian Standards and all legislative requirements;
  - (d) if required by law, maintain registration and licensing of all Assets;
  - (e) be fully responsible for, and bear all risks relating to, the use or disposal of all Assets; and
  - (f) allow the Territory to inspect the Assets upon the Territory providing reasonable notice.
- 8.6 If the Recipient sells or disposes of an Asset in any way during the term of this Agreement, with or without the consent of the Territory:
- (a) the Recipient must immediately notify the Territory in writing; and
  - (b) unless the Territory directs otherwise, if, at the time of sale or disposal, the Asset has not been fully depreciated using the Depreciation Rate, then within 20 Business Days of the sale or disposal the Recipient must pay the Territory, or in accordance with the written directions of the Territory (which may be issued at any time), an amount equal to the proportion of the value of the Asset following depreciation using the Depreciation Rate, that is equivalent to the proportion of the purchase price of the Asset that was funded from the Funding.
- 8.7 Any Assets lost, damaged or destroyed are to be reinstated or replaced by the Recipient and clause 8 continues to apply to such Assets.
- 8.8 All proceeds of insurance are deemed to form part of the Funding and the Recipient must notify the Territory of amounts and related Assets should the Recipient receive any such payments.
- 8.9 Where any of the following applies:
- (a) the Recipient is in breach of this Agreement;
  - (b) the Recipient stops delivering the Services;
  - (c) the Recipient ceases to use an Asset to deliver the Services, or the Territory is of the opinion that an Asset is no longer suitable to be used for the Services or the purpose for which it was approved under this Agreement; or
  - (d) following the end of the Services or earlier termination of this Agreement;
- the Territory may, in its sole discretion, give the Recipient a written direction to:
- (e) transfer the Asset to the Territory or its nominee;
  - (f) repay to the Territory an amount equal to the proportion of the value of the Asset following depreciation using the Depreciation Rate, that is equivalent to the proportion of the purchase price of the Asset and/or any other amount that was used to acquire, maintain, repair or which has otherwise contributed to the Asset that was funded from the Funding;
  - (g) sell the Asset to a bona fide purchaser for market value, subject to any conditions the Territory specifies in the direction; and/or

- (h) deal with the Asset in any other way the Territory directs, and the Recipient must comply with the direction within 20 Business Days of the direction being given.
- 8.10 Failure to comply with clauses 8.6 or 8.9 will accrue interest on the amount outstanding and be payable in addition to the principle, and without prejudice to any other rights available to the Territory under this Agreement or at law, these funds are recoverable by the Territory from the Recipient as a debt due.
- 8.11 The Territory will not unreasonably withhold any approvals under subclauses 8.1 and or 8.5, and will give any decision as to whether an approval will be provided within a reasonable time of the request.
- 8.12 The Recipient must provide the Territory with security over any Asset, in whatever form the Territory may require, and pay all stamp duties and reasonable legal costs of, and incidental to, such security upon the request of the Territory.

<b>THE SERVICES</b>
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## **9. General Conduct of Services**

- 9.1 The Recipient must carry out the Services diligently, effectively, in a proper and workmanlike manner, to a high professional standard and in accordance with this Agreement and all legislative requirements.
- 9.2 The Recipient is responsible for the Services and for ensuring that it complies with this Agreement, and will not be relieved of that responsibility because of any:
- (a) involvement by the Territory in the performance of this Agreement, or
  - (b) subcontracting by the Recipient of any part of this Agreement.
- 9.3 The Recipient must:
- (a) keep the Territory fully informed as to the progress of the Services;
  - (b) comply, in a timely fashion, with all reasonable requests or directions of the Territory; and
  - (c) promptly advise the Territory in writing of any relevant matters which might affect the Recipient's ability to continue or complete the Services or meet any of the Recipient's obligations under this Agreement.
- 9.4 When carrying out the Services the Recipient must:
- (a) adequately resource the Services with competent staff in order to ensure the Services proceed and the Standards are met and maintained;
  - (b) ensure each component of the Services are completed by the Final Completion Date;
  - (c) participate in the Scope of Works Processes and Completion of Works Processes with the Territory and other stakeholders and consultants;
  - (d) ensure that all materials used in providing the Services are purchased from a Territory Enterprise;
  - (e) ensure that they have written approval to conduct the Repairs and Maintenance Works on the relevant Dwelling from the legal owner of the Dwelling before commencing any Repairs and Maintenance Works in relation to the relevant Dwelling;

- (f) ensure that they have written approval to conduct the Capital and Infrastructure Works at the relevant Town Camp from the legal owner of any affected land, Asset or infrastructure before commencing any Capital and Infrastructure Works in relation to a Town Camp;
- (g) keep records and account books covering the use of the Funding in such a way as to ensure easy identification of all receipts and expenditure relating to the Services and compliance with clause 15; and
- (h) comply with the provisions of any relevant statutes, regulations and by-laws in force from time to time.

## 10. Engagement of Subcontractors

10.1 Subject to subclauses 10.2 and 10.3, the Recipient may engage subcontractors to assist it to complete the Services, provided that the Recipient will be responsible for the services performed by its subcontractors as if the Recipient had performed them itself.

10.2 The Recipient must:

- (a) only engage subcontractors who are appropriately qualified, skilled and experienced in their respective disciplines;
- (b) only engage subcontractors that are a Territory Enterprise; and
- (c) ensure that all subcontractors it engages maintain the same insurance policies (including the same insured amounts) that the Recipient is required to maintain pursuant to clause 14 of this Agreement.

10.3 In respect of any subcontractors engaged by the Recipient pursuant to subclause 10.1:

- (a) the Territory may (on any reasonable ground) give the Recipient notice in writing that the subcontractor is not, or is no longer, acceptable to the Territory. If the Recipient receives a notice under this clause, the Recipient must immediately replace the subcontractor with another subcontractor acceptable to the Territory; and
- (b) the Recipient must, in any subcontract with a subcontractor, reserve a right of termination to take account of the Territory's rights under clauses 11.1(a) and 28.

## 11. Project Meetings and Access to Project site

11.1 During the term of this Agreement the Recipient must:

- (a) participate in such project meetings between the Recipient and the Territory or representatives of the Territory as the Territory may reasonably request from time to time;
- (b) provide such information (in writing if requested) as is reasonably requested by the Territory, relating to the conduct and progress of the Services, including as to how the Services are progressing against budget and timeframes;
- (c) allow the Territory and its representatives access to the Dwellings to view the state of progress of the Services upon the Territory providing at least 24 hours' notice.

11.2 The Recipient acknowledges that continued cooperation with the Territory and compliance with this clause is an essential term of this Agreement, and that the Territory may take action pursuant to clauses 28 and 30 if the Recipient fails to comply with clause 11.1.

## 12. Services and Recipient Reviews

- 12.1 The Territory may at its absolute discretion, and at any time during the Term or within 12 months following the end of the Term, provide the Recipient with written notice advising that the Territory intends to conduct a review of the Recipient and/or the Services, to determine matters including:
- (a) the extent to which the Recipient is providing the Services in accordance with this Agreement, including any budgets, timeframes and/or Service Components, Scope of Works Processes and Completion of Works Processes;
  - (b) if the Recipient is, or has been, in breach of this Agreement;
  - (c) the extent to which the Recipient has demonstrated that it has been operated and governed correctly and effectively in accordance with its Governing Legislation and any other applicable laws; and
  - (d) whether the Recipient has demonstrated that it has effectively and appropriately managed its finances and the Funding during the Term.
- 12.2 During the period when the Territory is conducting a review of the Services pursuant to this clause 12.2, the Territory may, in its absolute discretion, suspend dealings with the Agreement and/or the Funding pursuant to clause 28.1.
- 12.3 When conducting a review, the Territory may consider, amongst other things:
- (a) how well the Recipient is providing the Services in accordance with this Agreement including any budgets and/or timeframes and/or Service Components and/or Scope of Works Processes and / or Completion of Works Processes;
  - (b) reports, records or information provided by the Recipient pursuant to this Agreement;
  - (c) feedback on performance from any stakeholders; and
  - (d) any other relevant information.
- 12.4 Once the Territory has completed a preliminary review, the Territory will provide the Recipient with a draft report on the findings of the review.
- 12.5 Within five (5) Business Days of receipt of the draft report, the Recipient may provide comments to the Territory on the draft report.
- 12.6 The Territory must consider any comments provided by the Recipient in accordance with clause 12.5, and may:
- (a) continue the review in accordance with clause 12.3, taking into account:
  - (b) any comments of the Recipient provided under clause 12.5; and
  - (c) any other information the Territory considers appropriate; or
  - (d) prepare a final review report in accordance with clause 12.7 and provide it to the Recipient.
- 12.7 The review report may:
- (a) direct the Recipient to undertake measures to ensure satisfactory performance of the Agreement and provision of the Services, and meeting or achieving any budgets and/or timeframes;
  - (b) amend the amount of the Funding or other details in relation to the Funding in the Territory's absolute discretion;
  - (c) provide recommendations to the Recipient to improve its financial management and/or governance capabilities; and

- (d) provide that the Territory is taking action pursuant to clause 28.1.

### 13. Buy Local Requirements for Capital Works

13.1 For the purposes of this 'Buy Local' clause, unless the context otherwise requires:

- (a) **Competitive Process** means a process whereby the Recipient seeks a minimum of two tenders or quotes from contractors and uses weighted pre-set assessment criteria (which add up to 100%) to assess quotes received in order to obtain best value for money;
- (b) **Improvements** include works that enhance the usefulness of an asset in terms of its capacity, quality or remaining useful life; and

13.2 The Recipient acknowledges the Territory's:

- (a) commitment to the development of business and industry in the Northern Territory; and
- (b) support for Territory Enterprises.

13.3 Where the Funding provided to the Recipient under this Agreement will be expended on Capital Works, the Recipient must:

- (a) engage a Territory Enterprise to carry out or provide the Capital Works, or otherwise demonstrate through conducting a Competitive Process that either:
  - (i) there are no Territory Enterprises willing or able to carry out or conduct the Capital Works; or
  - (ii) the quotes or tenders received from Territory Enterprises do not provide best value for money for the Recipient;
- (b) ensure that any Competitive Process undertaken:
  - (i) invites Territory Enterprises (and any other enterprises) to submit quotes or tenders;
  - (ii) includes an assessment criterion based on local content and local commitment, which has a minimum weighting of 30% applied to it; and
  - (iii) includes other assessment criteria with individual weightings that do not exceed 30%; and
- (c) ensure that the Competitive Process is conducted in a fair and transparent manner with due regard to probity.

13.4 The Recipient will strongly encourage its successful contractor to engage Territory Enterprises as sub-contractors to carry out sub-contract work associated with the Capital Works.

13.5 The Recipient will, within 5 Business Days of a written request by the Territory, submit a written report to the Territory detailing:

- (a) details of the successful contractor engaged to carry out the Capital Works, including whether the contractor is a Territory Enterprise;
- (b) a summary of any Competitive Process undertaken including details of the assessment criteria and weightings used; and
- (c) confirmation that the Capital Works have been or are being carried out or provided by the successful contractor.

- 13.6 The Territory may, after giving the Recipient 5 Business Days' written notice, inspect and conduct an audit of the Recipient's Records to determine the Recipient's level of compliance with this Buy Local clause. The Territory may conduct this audit itself or may engage a third party to conduct the audit on the Territory's behalf. This right of audit is in addition to and not in derogation from any other audit right the Territory may have under this Agreement.
- 13.7 If the Recipient fails to comply with this Buy Local clause, the Territory may, at its discretion:
- (a) terminate this Agreement by written notice to the Recipient; or
  - (b) exercise any other rights the Territory has under this Agreement in respect of breach, default or non-compliance by the Recipient,
- and clause 28 applies.

<b>INSURANCE, RISK, RELEASE AND INDEMNITY</b>
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#### **14. Insurance, Risk, Release and Indemnity**

- 14.1 The Recipient must take out and keep in force, for so long as any obligations remain in connection with this Agreement, the following insurance policies (noting the interest of the Territory, if applicable):
- (a) loss of or damage to property and chattels, constructed or otherwise acquired with the Funding, for their full replacement value;
  - (b) general third party liability (public risk) insurance in an amount of not less than Ten Million Dollars (\$10,000,000.00) in respect of any one event; and
  - (c) insurance under the *Return to Work Act* for the extent of its liability under that Act.
- 14.2 Within five (5) Business Days of the Date of this Agreement, the Recipient must provide the Territory with a copy of the Recipient's insurance policies or a copy of a certificate of currency for the policies referred to in clause 14.1.
- 14.3 If the Territory requests at any other time that the Recipient provide a copy of any of the Recipient's insurance policies or a copy of a certificate of currency, the Recipient must provide a copy within five (5) Business Days.
- 14.4 The Recipient must not do or omit to do or permit to be done or omitted any act where any insurance required under clause 14.1 may be rendered void or voidable.
- 14.5 The Recipient accepts all risks in respect of the Services, including (without limitation) the risk of:
- (a) the actual cost of providing the Services being greater than anticipated;
  - (b) the Services not being supplied in accordance with the requirements of any contract between the Recipient and any subcontractor;
  - (c) all liabilities associated with:
    - (i) occupational health and safety;
    - (ii) environmental issues;
    - (iii) payments to subcontractors;
    - (iv) liabilities to third parties; and
    - (v) compliance with all laws relating to the Services.

- 14.6 The Recipient releases to the full extent permitted by law, the Territory and its officers, employees, agents, subcontractors, visitors and invitees (in this clause referred to as "those released") from all responsibility or liability for the risks referred to in clause **Error! Reference source not found.**, loss of or damage to any property, injury or death to any person, or any other loss or damage whatsoever, arising out of any involvement of those released pursuant to this Agreement.
- 14.7 The Recipient indemnifies (and keeps indemnified) the Territory and its officers, employees, agents, subcontractors, visitors and invitees (in this clause referred to as 'those indemnified') against any:
- (a) loss, damage or other liability incurred by those indemnified; and
  - (b) loss or expense incurred by those indemnified in dealing with any claim against them, (including legal costs on a solicitor and own client basis),
- that is caused by or arises from:
- (c) the risks referred to in clause **Error! Reference source not found.**;
  - (d) an act or omission by the Recipient, or any of the Recipient's officers, employees, agents, volunteers, subcontractors, visitors or invitees in connection with this Agreement or the Services, where there was fault on the part of the person whose conduct gave rise to that liability, loss, damage, or expense; and/or
  - (e) a failure by the Recipient to comply with any or all of the Recipient's obligations under this Agreement.

<b>FINANCIAL RECORDS, REPORTING AND ACQUITTAL</b>
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## 15. Records

15.1 The Recipient must:

- (a) clearly identify the receipt and expenditure of the Funding within its accounting records separately from all other monies, so that at all times the Funding is identifiable and ascertainable;
- (b) keep financial and all other records relating to the Services for a period of five (5) years after the expiry or earlier termination of this Agreement to enable:
  - (i) all receipts and payments to be identified in the Recipient's accounts and reported in accordance with this Agreement;
  - (ii) a complete and detailed report and explanation of:
    - A. the expenditure of the Funding on each Service Component and whether the Funding was properly expended for the Service Component and the Services;
    - B. any other expenditure on each Service Component or the Services as a whole (including the provision of any in-kind contributions); and
 implementation and progress of each Project Component;
  - (iii) the preparation of General Purpose Financial Statements and Specific Purpose Financial Statements in accordance with the Australian Accounting Standards;
  - (iv) an audit of the accounts and records in accordance with the Australian Auditing Standards and clause 16.1;

- (v) the identification of all taxation liabilities and payments; and
- (vi) the Recipient to comply with clause 16.1; and
- (c) provide the information and records described in subclauses 15.1(a) and 15.1(b) to the Territory, upon the reasonable request of the Territory, and within 10 business days of the request; and
- (d) ensure that all records and accounts comply with the accounting principles applied to government and as required by law.

## 16. Reporting and Acquittal Requirements

- 16.1 In order to acquit the Funding, the Recipient must provide the Territory with:
- (a) an Annual Financial Acquittal Statement in respect of any component of the Funding provided solely for the purpose of providing Transitional Housing in accordance with clause 21, if applicable, as specified in Item 9 of Schedule 1; and
  - (b) a specific purpose audit report in respect of any component of the Funding provided solely for the purpose of providing Transitional Housing in accordance with clause 21, which must include a copy of the Recipient's most recent audited financial statements, including income and expenditure statements and balance sheets, by the date specified in Item 9 of Schedule 1; and
  - (c) any other reports or information as requested by the Territory, by the date specified in Item 9 of Schedule 1.
- 16.2 A specific purpose audit report provided in accordance with clause 16.1(b) must:
- (a) clearly identify the Funding and the expenditure of the Funding; and
  - (b) be undertaken by a qualified auditor with appropriate professional registration.
- 16.3 All reports referred to in this clause 16 must be certified as correct by the treasurer or accountant of the Recipient and signed by its chairperson or president or CEO.
- 16.4 The Recipient must, at all reasonable times, give to persons authorised by the Territory permission to inspect statistical data, financial returns, and reports on the operation of the Recipient or the Services relevant to this Agreement.
- 16.5 The Territory may, in its absolute discretion, give the Recipient a notice requiring the Recipient to resubmit any of the reports, statements or information referred to in clause 16.1, and the Recipient must resubmit the report or statement within the time, and in accordance with any request, specified in the notice.

<b>PERFORMANCE REPORTING</b>
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## 17. Repairs and Maintenance Scope of Works

- 17.1 Prior to commencing any Repairs and Maintenance Works the Recipient must meet with the Territory and resident of each Dwelling (if available) to scope out the required Repairs and Maintenance Works as set out in Form 1 in Schedule 2 ("Outline Scope of Works"). The Outline of Scope of Works must include detailed information in respect of each Service Component in respect of the Dwelling including a list of all Repairs and Maintenance proposed to be undertaken.
- 17.2 The Repairs and Maintenance Scope of Works identified for a particular Dwelling under clause 17.1 is to be agreed by the parties and the resident of each Dwelling (if available) by signing the Form 1.

- 17.3 Before commencement of any Repairs and Maintenance Works, the Recipient must provide to the Territory a Repairs and Maintenance Works Quote in respect of the relevant Repairs and Maintenance Scope of Works, for approval by the Territory.
- 17.4 Within 14 days of receipt of a Repairs and Maintenance Works Quote the Territory may by notice in writing and in its absolute discretion:
- (a) accept the Repairs and Maintenance Works Quote by providing a Notice of Approval of Quote to the Recipient;
  - (b) reject the Repairs and Maintenance Works Quote; or
  - (c) direct the Recipient to amend and resubmit the Repairs and Maintenance Works Quote; or
  - (d) direct the Recipient to provide further information in respect of the Repairs and Maintenance Works Quote.
- 17.5 Within 28 days of receiving a notice by the Territory to amend or resubmit the Repairs and Maintenance Works Quote, the Recipient must:
- (a) review the agreed Repairs and Maintenance Scope of Works with the Territory;
  - (b) agree on a variation of the agreed Repairs and Maintenance Scope of Works by completing an amended Form 1; and
  - (c) provide a revised Repairs and Maintenance Works Quote on the varied and agreed Scope of Works.
- 17.6 Once a Notice of Approval of Quote has been issued by the Territory to the Recipient in respect of a particular Repairs and Maintenance Works Quote the Recipient may begin the Repairs and Maintenance Works.
- 17.7 The Recipient and the Territory will consult with the resident of the Dwelling when developing the Repairs and Maintenance Scope of Works and the Recipient acknowledges and agrees that the Territory may release the Repairs and Maintenance Scope of Works to the resident of the Dwelling.

## **18. Completion of Repairs and Maintenance Works**

- 18.1 On completion of the Repairs and Maintenance Works in respect of a Repairs and Maintenance Works Quote, the Recipient must complete Form 2 in Schedule 2 ("Notification of Handover Inspection") including a proposed date for inspection of the Repairs and Maintenance Works by the Territory and submit it to the Territory. The proposed inspection date must not be less than 5 Business Days after delivery of the Form 2 to the Territory.
- 18.2 If the Territory is not available for the inspection date specified in the Form 2, the Territory will contact the Recipient, in writing, to arrange another suitable time for both parties to inspect the relevant Repairs and Maintenance Works.
- 18.3 If at any time a party cannot attend the agreed inspection time, the party must notify the other party, in writing, of a new proposed inspection date, to then be agreed upon.
- 18.4 The Recipient must submit accurate and detailed documentation to the Territory at all times.
- 18.5 The Recipient agrees that the Form 2 in Schedule 2 will be used by the Territory as a checklist during the inspection of the Repairs and Maintenance Works.
- 18.6 All parties and each resident (if available) will be required to complete and sign the Form 2 to record the completion of the inspection.

- 18.7 If any defects/incomplete works are identified during the inspection the Recipient will, at its cost, rectify the defects within 7 Business Days of the inspection date.
- 18.8 On identification of a defect that is not immediately remediable the Repairs and Maintenance Completion of Works Process must be cancelled and the parties must commence a new Repairs and Maintenance Completion of Works Process in respect of the Dwelling once the defect has been rectified.
- 18.9 Once the Repairs and Maintenance Completion of Works Process has been completed and the Form 2 signed by all parties to the satisfaction of the Territory, the Territory will notify the Recipient in writing within 30 Business Days that it may issue the Territory with a Tax Invoice for full payment of the relevant Approved Repairs and Maintenance Works Quote in accordance with Item 3(a) of Schedule 1.
- 18.10 The Territory agrees that by notifying the Recipient that it may issue a Tax Invoice in accordance with clause 18.9 it is accepting that the Repairs and Maintenance Works have been satisfactorily completed.
- 18.11 On the completion of the Repairs and Maintenance Scope of Works for each Dwelling, the Recipient must complete and retain a copy of Form 2 in the form annexed at Schedule 2 and will produce to the Territory a copy of any or all forms of Repairs and Maintenance Completion of Works Process records within 2 days of receiving a request by the Territory to do so.

## **19. Capital and Infrastructure Scope of Works**

- 19.1 Prior to commencing any Capital and Infrastructure Works the Recipient must meet with the Territory to scope out the required Capital and Infrastructure Works as set out in Form 1 in Schedule 2 ("Outline Scope of Works"). The Outline of Scope of Works must include detailed information in respect of each Service Component in respect of the Town Camp including a list of all Capital and Infrastructure Works proposed to be undertaken.
- 19.2 The Territory may include additional reporting requirements in respect of any Capital and Infrastructure Works Quotes in the relevant Form 1.
- 19.3 The Capital and Infrastructure Scope of Works identified for a particular Town Camp under clause 19.1 is to be agreed by the parties by signing the Form 1.
- 19.4 Before commencement of any Capital and Infrastructure Works, the Recipient must provide to the Territory a Capital and Infrastructure Works Quote in respect of the relevant Capital and Infrastructure Scope of Works, for approval by the Territory.
- 19.5 Within 14 days of receipt of a Capital and Infrastructure Works Quote the Territory may by notice in writing and in its absolute discretion:
- (a) accept the Capital and Infrastructure Works Quote by providing a Notice of Approval of Quote to the Recipient;
  - (b) reject the Capital and Infrastructure Works Quote; or
  - (c) direct the Recipient to amend and resubmit the Capital and Infrastructure Works Quote; or
  - (d) direct the Recipient to provide further information in respect of the Capital and Infrastructure Works Quote.
- 19.6 Within 28 days of receiving a notice by the Territory to amend or resubmit the Capital and Infrastructure Works Quote, the Recipient must:
- (a) review the agreed Capital and Infrastructure Scope of Works with the Territory;

- (b) agree on a variation of the agreed Capital and Infrastructure Scope of Works by completing an amended Form 1; and
  - (c) provide a revised Capital and Infrastructure Works Quote on the varied and agreed Capital and Infrastructure Scope of Works.
- 19.7 Once a Notice of Approval of Quote has been issued by the Territory to the Recipient in respect of a particular Capital and Infrastructure Works Quote the Recipient may begin the Capital and Infrastructure Works.

## **20. Completion of Capital and Infrastructure Works**

- 20.1 On completion of the Capital and Infrastructure Works in respect of a Capital and Infrastructure Works Quote, the Recipient must complete Form 2 in Schedule 2 ("Notification of Handover Inspection and Acceptance") including a proposed date for inspection of the Capital and Infrastructure Works by the Territory and submit it to the Territory. The proposed inspection date must not be less than 5 Business Days after delivery of the Form 2 to the Territory.
- 20.2 If the Territory is not available for the inspection date specified in the Form 2, the Territory will contact the Recipient, in writing, to arrange another suitable time for both parties to inspect the relevant Capital and Infrastructure Works.
- 20.3 If at any time a party cannot attend the agreed inspection time, the party must notify the other party, in writing, of a new proposed inspection date, to then be agreed upon.
- 20.4 The Recipient must submit accurate and detailed documentation to the Territory at all times.
- 20.5 The Recipient agrees that the Form 2 in Schedule 2 will be used by the Territory as a checklist during the inspection of the Capital and Infrastructure Works.
- 20.6 All parties and each resident (if available) will be required to complete and sign the Form 2 to record the completion of the inspection.
- 20.7 If any defects/incomplete works are identified during the inspection the Recipient will, at its cost, rectify the defects within 7 Business Days of the inspection date.
- 20.8 On identification of a defect that is not immediately remediable the Completion of Capital and Infrastructure Works Process must be cancelled and the parties must commence a new Completion of Works Process once the defect has been rectified.
- 20.9 Once the Completion of Capital and Infrastructure Works Process has been completed and the Form 2 signed by all parties to the satisfaction of the Territory, the Territory will notify the Recipient in writing within 30 Business Days that the Capital and Infrastructure Works have been satisfactorily completed.
- 20.10 On the completion of each Capital and Infrastructure Scope of Works, the Recipient must complete and retain a copy of Form 2 in the form annexed at Schedule 2 and will produce to the Territory a copy of any or all forms of Completion of Works Process records within 2 days of receiving a request by the Territory to do so.

## **21. Transitional Housing**

- 21.1 If Transitional Housing is identified as a requirement for the resident of a particular Dwelling in respect of which Repairs and Maintenance Works are to be completed, the parties and the resident of the relevant Dwelling (if available) must agree in writing that Transitional Housing is required in the relevant Form 1 in Schedule 2 ("Form 1") during the process under clause 17.1. The Form 1 must include detailed information about the required Transitional Housing and must identify whether the Transitional Housing will be

procured by the Recipient or the Territory. The Form 1 must be completed and signed prior to or at the time of the Repairs and Maintenance Scope of Works is agreed in respect of the relevant Dwelling in accordance with clause 17.2.

- 21.2 Where the Recipient is required to procure the Transitional Housing and before commencement of any Repairs and Maintenance Works in respect of the relevant Dwelling, the Recipient must provide to the Territory a Transitional Housing Quote in respect of the relevant Transitional Housing, for approval by the Territory.
- 21.3 Within 14 days of receipt of a Transitional Housing Quote the Territory may by notice in writing and in its absolute discretion:
- (a) accept the Transitional Housing Quote by providing a Notice of Approval of Quote to the Recipient;
  - (b) reject the Transitional Housing Quote; or
  - (c) direct the Recipient to amend and resubmit the Transitional Housing Quote; or
  - (d) direct the Recipient to provide further information in respect of the Transitional Housing Quote.
- 21.4 Within 28 days of receiving a notice by the Territory to amend or resubmit the Transitional Housing Quote, the Recipient must provide a revised Transitional Housing Quote on the varied Transitional Housing.
- 21.5 Once a Notice of Approval of Quote has been issued by the Territory to the Recipient in respect of a particular Transitional Housing Quote the Recipient may issue the Territory with a Tax Invoice for the particular Transitional Housing Quote for payment in accordance with Item 3(c) of Schedule 1 and begin providing the Transitional Housing.
- 21.6 The parties agree that they will ensure that tenants are kept well informed and their general housing needs are met while they are the subject of Transitional Housing whether provided by the Recipient or the Territory.

## COMPLAINT HANDLING PROCEDURE

### 22. Complaint Handling Procedure

- 22.1 The Recipient must have, maintain and publicise a procedure to deal with complaints in respect of or related to the provision of the Services ("Complaint Handling Procedure").
- 22.2 The Complaint Handling Procedure must include:
- (a) the creation and maintenance of a complaint register in which all complaints made to the Recipient are documented, no matter how the complaint is made (for example, if a complaint is made verbally, the Recipient must document the verbal complaint in writing);
  - (b) provision for dealing with complaints in an appropriate, timely and effective manner; and
  - (c) provision for complaints that have not been resolved within 28 days of the initial complaint being made to be referred to the Territory.
- 22.3 The Recipient must provide the Territory with a copy of its Complaint Handling Procedure within 10 days of a request by the Territory to do so.
- 22.4 The Territory, acting reasonably, may direct the Recipient to amend the Complaint Handling Procedure at any time, and the Recipient must follow any direction given under this clause.

22.5 The Recipient must retain all documents received or created in respect of a complaint and must provide the Territory with copies of any such documents upon request.

<b>CONFIDENTIAL INFORMATION AND PRIVACY</b>
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### 23. Confidential Information

23.1 In this clause:

- (a) “**Advisers**” means a Party’s agents, contractors or advisers engaged in the performance or management of this Agreement;
- (b) “**Third Party Interest**” means any legal or equitable right, interest, power or remedy in favour of any person other than one of the Parties in connection with the Agreement, including, without limitation, any right of possession, receivership, control or power of sale, and any mortgage, charge, security or other interest.

23.2 Subject to subclause 23.6, a Party must not, without the prior written consent of the other Party, use or disclose any Confidential Information of the other Party.

23.3 In giving written consent to use or disclose its Confidential Information, a Party may impose such conditions as it thinks fit, and the other Party agrees to comply with those conditions.

23.4 A Party may at any time require another Party to arrange for:

- (a) the other Party’s employees, officers and volunteers;
- (b) the other Party’s Advisers; or
- (c) any person with a Third Party Interest;

to give a written undertaking in the form of a deed relating to the use and non-disclosure of the first Party’s Confidential Information.

23.5 If a Party receives a request under subclause 23.4, it must promptly arrange for all such undertakings to be given.

23.6 The obligations on a party under this clause 23 will not be breached where that Confidential Information:

- (a) is disclosed by a Party to its Advisors or employees solely in order to comply with obligations, or to exercise rights, under this Agreement;
- (b) is disclosed to a Party’s internal management personnel, solely to enable effective management or auditing of Agreement-related activities;
- (c) is disclosed by the Territory to its Minister(s);
- (d) is shared by a Party within its organisation, or in the case of the Territory, with another department or agency of the Northern Territory of Australia, with the Commonwealth of Australia or any other State or Territory of Australia, where this serves the Party’s legitimate interests;
- (e) is disclosed by a Party, in response to a request by the Legislative Assembly or a Committee of the Legislative Assembly;
- (f) is authorised or required by law to be disclosed;
- (g) is disclosed by a Party and is information in a material form in respect of which an interest, whether by license or otherwise, in Intellectual Property in relation to that material form, has vested in, or is assigned to, the Party under this Agreement or otherwise, and that disclosure is permitted by that license or otherwise; or

- (h) is in the public domain otherwise than due to a breach of this clause 23.
- 23.7 Where a Party discloses Confidential information to another person:
- (a) under paragraphs 23.6(a), 23.6(b) or 23.6(d), the disclosing Party must:
- (i) notify the receiving person that the information is Confidential Information; and
- (ii) not provide the information unless the receiving person agrees to keep the information confidential; or
- (b) under paragraphs 23.6(c) or 23.6(e), the disclosing Party must notify the receiving person that the information is Confidential Information.
- 23.8 The Parties may agree in writing after the Date of this Agreement that certain additional information is to constitute Confidential Information for the purposes of this Agreement.

## 24. Protection of Personal Information

24.1 In this clause:

- (a) “**Act**” means the *Information Act* (NT);
- (b) “**Privacy Laws**” means:
- (i) the Act; and
- (ii) the Information Privacy Principles set out in the Act or any ‘code of practice’ approved under the Act that applies to any of the parties to this Agreement; and
- (c) “**Personal Information**” means all information about a person that is “personal information” as defined in the Act which is collected and/or handled by any of the Parties in connection with this Agreement.

24.2 The Recipient agrees:

- (a) to deal with all Personal Information in a manner which is consistent with the Privacy Laws and any other relevant privacy legislation, as if the Recipient were a public sector organisation pursuant to section 5(7) of the Act;
- (b) to ensure that any employees, agents or subcontractors, and any other person who may have access to Personal Information held by the Recipient, are aware of and undertake to not access, use, disclose or retain Personal Information except in performing their duties of employment, agency or subcontract;
- (c) to ensure that any subcontract entered into by it for the purpose of fulfilling its obligations under this Agreement will contain provisions to ensure that the subcontractor has the same awareness and obligations as the Recipient has under this clause, including this requirement in relation to subcontracts;
- (d) at the expiration or earlier termination of this Agreement, or such longer period as any Personal Information is required to be held or retained by the Recipient pursuant to this Agreement, to either return to the Territory, or at the Territory’s request, delete or destroy, all Personal Information received, created or held by the Recipient for the purposes of this Agreement; and
- (e) to indemnify the Territory in respect of any liability, loss or expense incurred arising out of or in connection with a breach of the obligations of the Recipient under this clause 24.

INTELLECTUAL PROPERTY
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## 25. Intellectual Property

- 25.1 Any Intellectual Property rights and title to, or in relation to, documents, equipment, software and goods created for the Services will vest, upon its/their creation, in the Recipient.
- 25.2 The Recipient grants to the Territory perpetual, irrevocable, royalty-free and licence fee-free worldwide non-exclusive licences (including a right of sub-licence) to use, copy, modify and exploit the material referred to in clause 25.1.

### ACKNOWLEDGMENT OF FUNDING

## 26. Acknowledgment of Funding and Media Statements

- 26.1 The Recipient must acknowledge the Territory's contribution to the Services in all promotional and advertising material in a manner that is commensurate with the Funding (for example in annual reports, publications, letterheads, websites, when dealing with the media) by using:
- (a) the Territory and/or Northern Territory Government logo; or  
*(Note: the Territory and Northern Territory Government Logo will be made available to the Recipient by contacting the Territory directly. The logo may only be used to acknowledge Government's financial support for the Recipient. It cannot be used to indicate Government endorsement of decisions or directions of the Recipient).*
  - (b) the phrase "sponsored by the Northern Territory Government through the Department of Housing and Community Development"; or
  - (c) in such other way as the Territory may reasonably require from time to time by written notice to the Recipient.
- 26.2 Public announcements about the Services to the media or others must not be made unless the Recipient has the prior consent of the Territory to do so.

### DISPUTE RESOLUTION

## 27. Dispute Resolution

- 27.1 Any party to this Agreement who wishes to claim that a dispute has arisen must give written notice to the other parties setting out details of the dispute. Within ten (10) days of the provision of the written notice, the parties must meet to take whatever actions or investigations as each deems appropriate, in order to seek to resolve the dispute.
- 27.2 If the dispute is not resolved within the following ten (10) days (or within such further period as the parties may agree as appropriate) then the matter for dispute shall be referred to the Contact Persons of the parties for dispute resolution.
- 27.3 Upon referral of the dispute to the Contact Persons in accordance with clause 27.2 above, the respective Contact Persons will either meet to seek to resolve the dispute, or agree upon a process for resolving the whole or part of the dispute through means other than litigation or arbitration, such as further negotiations, mediation, conciliation or independent expert determination.

### SUSPENSION AND TERMINATION

## 28. Suspension and Termination

- 28.1 If:

- (a) notwithstanding any other clause in this Agreement, as a result of any change in Northern Territory or Commonwealth government policy, the Funding for the Services is to cease or be reduced;
- (b) the Recipient has failed to comply with a notice provided by the Territory to the Recipient requiring that the Recipient remedy a breach of the terms and conditions of this Agreement within the time specified in the notice, such time being a reasonable period of time according to the nature of the breach;
- (c) the Recipient has execution levied against it, or a controller within the meaning of the *Corporations Act*, appointed over any of its assets;
- (d) the Recipient enters into an arrangement or composition with its creditors or is placed into receivership or liquidation, whether voluntary or otherwise;
- (e) any clause in this Agreement provides that this clause 28 applies;

the Territory may, in its absolute discretion and by written notice to the Recipient, immediately:

- (f) suspend dealings with the Funding, and subclause 28.2 will apply; or
- (g) terminate this Agreement, and clause 29 will apply.

28.2 If the Territory suspends dealings with the Funding pursuant to clause 28.1(f):

- (a) the Territory may:
  - (i) end the suspension of dealings with the Funding by written notice to the Recipient, subject to such preconditions (including variations to this Agreement) which the Territory may require; and/or
  - (ii) if the matter is not resolved to the satisfaction of the Territory, terminate this agreement by further written notice to the Recipient, and clause 29 will apply; and
- (b) for the duration of any suspension of dealings with the Funding, the Recipient must hold the Funding in utmost good faith for use only in accordance with the directions of the Territory and will cease all other dealings with the Funding; and
- (c) the Territory will not be liable to the Recipient for any suspension of this Agreement and is not obliged to pay the Recipient any part of the Funding during the period of the suspension.

## 29. Termination and Insolvency Events

29.1 The Territory may terminate this Agreement immediately by notice to the Recipient:

- (a) if the Territory serves a notice requiring the Recipient to rectify a breach of any of its obligations under this Agreement within a reasonable time and the Recipient fails to do so;
- (b) if having received a notice under clause 29.1(a), the Recipient commits a further breach of the same or similar obligations, whether or not the original breach has been rectified, so that the Recipient's performance of its obligations under this Agreement have been materially affected;
- (c) if the Recipient (including if any officer, employee, volunteer or member of the Recipient is), in the reasonable opinion of the Territory, guilty of any misconduct, misbehaviour, incompetence, carelessness or gross inefficiency in the discharge of its duties under the terms and conditions of this Agreement;

- (d) if any officer, employee, volunteer or member of the Recipient is convicted of any criminal offence other than an offence which in the opinion of the Territory does not affect this Agreement or the provision of the Services;
  - (e) if the Recipient is dissolved, stops payment of its debts or is unable to pay its debts as and when they fall due; or an application or order is made for winding up;
  - (f) if the Recipient is, in the reasonable opinion of the Territory, unable or unwilling, for any reason, to undertake the continuation or completion of the Services in a manner satisfactory to the Territory;
  - (g) clause 28.1(g) or 28.2(a)(ii) applies; or
  - (h) on giving 30 days notice in writing of the intent to terminate this Agreement.
- 29.2 Termination of this Agreement does not affect any accrued right or liability of any Party, nor will it affect the coming into force, or the continuation in force, of any provision of this Agreement that is expressly, or by implication, intended to come into or continue to be in force on or after the termination.
- 29.3 On termination:
- (a) the Recipient must hold the Funding in utmost good faith for use only in accordance with the directions of the Territory and will cease all other dealings with the Funding;
  - (b) the Territory will not be liable to pay any further part of the Funding not already paid; and
  - (c) the Recipient is obliged to repay the Territory on demand any part of the Funding already paid to the Recipient and not spent in accordance with this Agreement.
- 29.4 Subject to clause 29.5, the Territory will not be liable to the Recipient for termination of this Agreement.
- 29.5 If this Agreement is terminated in accordance with 28.1(a), the Territory will be liable for any reasonable costs (excluding, without limitation, loss of prospective income or profits) incurred by the Recipient, which are directly attributable to the termination. In any event, the Territory will not be liable to pay any amount in excess of the amount of the Funding remaining unpaid under this Agreement at the date of termination.

<b>REPAYMENT OF FUNDING</b>
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### **30. Repayment of Funding**

- 30.1 If:
- (a) on the expiration of the Final Completion Date or on any earlier termination of this Agreement, any part of the Funding:
    - (i) remains unspent or uncommitted; or
    - (ii) cannot, by reconciliation between the accounts and records maintained by the Recipient (as disclosed to, or reviewed by, the Territory in accordance with clause 16), be shown to the reasonable satisfaction of the Territory to have been spent or committed in accordance with this Agreement;
  - (b) at any time the Territory forms the reasonable opinion that any Funding has been used, spent or committed by the Recipient other than in accordance with this Agreement; or
  - (c) clause 7 applies;

- the Territory may, by written notice to the Recipient, require the Recipient to repay the whole or that part of the Funding, and the Recipient must repay to the Territory the amount set out in the notice within thirty (30) days of receipt of the notice.
- 30.2 Prior to issuing a notice pursuant to clause 30.1 the Territory will give the Recipient a reasonable opportunity to respond to any concerns that the Territory may have regarding the expenditure of the Funding.
- 30.3 If the Territory requests repayment of the Funding pursuant to clause 30.1, then any amount unpaid after thirty (30) days shall be a debt due and payable to the Territory.

<b>GST</b>
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### **31. Goods and Services Tax**

- 31.1 Any term used in this clause that is referred to in *A New Tax System (Goods and Services Tax) Act 1999* will have the meaning which it has in that Act.
- 31.2 The Funding provided under this Agreement is inclusive of GST, with GST calculated using the GST Rate at the Date of this Agreement, and therefore the Territory will not be liable to pay the Recipient any additional amounts, over and above the Funding, for any GST incurred by the Recipient when the Recipient receives the Funding.
- 31.3 Where the GST Rate is changed after the Date of this Agreement, the consideration under this Agreement will be increased or decreased so that the consideration remains inclusive of GST, with GST calculated using the new GST Rate from the date of the change of the GST Rate.
- 31.4 The Recipient must do all things reasonably necessary to assist the Territory to claim and obtain any input tax credits available to it in respect of the Funding.
- 31.5 If the Recipient ceases to be registered for GST, the Recipient must immediately notify the Territory in writing of that fact, and must repay to the Territory an amount equal to 1/11 of the Funding, less the actual GST incurred by the Recipient.
- 31.6 The Recipient must issue a Tax Invoice to the Territory:
- (a) for the full amount of each Approved Repairs and Maintenance Works Quote within 30 days after it receives notification of completion of the Completion of Repairs and Maintenance Works Process from the Territory in respect of that particular Approved Repairs and Maintenance Works Quote in accordance with clause 18.1.
  - (b) for each Funding Instalment in respect of each Approved Capital and Infrastructure Works Quote at least 7 days before the Payment Date.
  - (c) for the full amount of each Approved Transitional Housing Quote within 30 days after it receives a Notice of Approval of Quote in respect of that particular Approved Transitional Housing Quote in accordance with clause 21.5.

<b>MISCELLANEOUS</b>
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### **32. Force Majeure**

- 32.1 If the Recipient is unable to wholly or in part carry out its obligations due to acts of God, strikes, lockouts or other industrial disturbances, war, unavoidable accident, fire or flood, the Recipient will give the Territory notice of this intervening event and, insofar as is known, the probable extent to which it will be unable to perform or will be delayed in performing such obligation, whereupon such obligation shall be suspended so far as it is affected by such intervening event.

32.2 Once such intervening event has ended, the Recipient will carry out all acts which it would have been liable to carry out had the event not intervened.

32.3 The Recipient will take all reasonable steps to ameliorate and eliminate the intervening event and resume performance as promptly as practicable.

### **33. No Merger**

33.1 Notwithstanding the termination or sooner expiry of this Agreement, all provisions of this Agreement which are capable of taking effect after termination or sooner expiry shall continue to remain in full force and effect.

33.2 For the avoidance of doubt, but without limitation of subclause 33.1, the following clauses shall survive termination or sooner expiry:

- (a) clause 6 (Use of Funding);
- (b) clause 7 (Misused or Unspent Funding);
- (c) clause 8 (Assets);
- (d) clause 14 (Insurance and Indemnity);
- (e) clause 19 (Service Fees);
- (f) clause 15 (Records);
- (g) clause 16 (Reporting and Acquittal Requirements);
- (h) clause 23 (Confidential Information);
- (i) clause 24 (Protection of Personal Information);
- (j) clause 26 (Acknowledgment of Funding and Media Statements);
- (k) clause 30 (Repayment of Funding);
- (l) clause 31 (Goods and Services Tax);
- (m) clause 36 (Amendments to Constitution Documents).

### **34. Notices**

34.1 The Parties can communicate with each other in relation to this Agreement via face to face meetings, by telephone, fax, letter or email.

34.2 Any notice given under this Agreement must be in writing and given in one of the following ways:

- (a) by hand delivering to the relevant Contact Person;
- (b) by sending a letter through registered mail to the relevant address for service;
- (c) by sending a fax to the relevant fax number; or
- (d) by sending an electronic mail to the relevant Contact Person at the relevant email address,

specified in Item 1 of Schedule 1 or such other Contact Person, address, fax number or email address as may be advised by a Party in writing from time to time.

34.3 A notice given under clause 34.2 is deemed to be given, in the case of:

- (a) hand delivery, immediately on delivery;
- (b) registered mail, on the third Business Day after posting;

- (c) facsimile, on receipt of a complete and correct transmission report by the sender; and
- (d) email, on receipt by the sender of the email of a notification that the message has been received at the addressee's mailbox, subject to no notification being sent by or on behalf of the addressee advising that the addressee is "out of office" or similar,

but if such delivery or receipt is later than 4.00pm (addressee's time) on a Business Day, it is deemed to be received at 9.00am on the next Business Day in the place of receipt.

### **35. Governing Law**

- 35.1 This Agreement is governed by and construed in accordance with the laws of the Northern Territory of Australia and the Courts of the Northern Territory have jurisdiction to entertain any action in respect of, or arising out of, this Agreement.

### **36. Amendments To Constitution Documents**

- 36.1 The Recipient must obtain the written consent of the Territory before amending its Memorandum or Articles of Association, or its constitution or trust deed provisions in any way that may affect the eligibility of the Recipient to the Funding, or ability of the Recipient to comply with the terms and conditions of this Agreement.

### **37. General**

- 37.1 The Recipient must not transfer to any person any of the Recipient's rights or obligations under this Agreement unless the Recipient has been given written approval to do so from the Territory.
- 37.2 This Agreement between the Parties constitutes the entire agreement, and overrules any previous agreement or understandings between the Parties in relation to the Services.
- 37.3 Nothing in this Agreement or its performance gives rise to any relationship of employment, agency or partnership between the Parties.
- 37.4 The Recipient acknowledges that any agreement entered into between the Recipient and a third party in relation to this Agreement or the Services, constitutes a private contractual arrangement between the Recipient and that third party, and the Territory will not be deemed to be a party to any such agreements, understandings and arrangements, and the Territory will not be responsible for any monies owed by either party to such agreement.
- 37.5 This Agreement cannot be amended or added to unless the amendment or addition is in writing and signed by all of the Parties.
- 37.6 If a court determines that a word, phrase, sentence, paragraph or provision in this arrangement is unenforceable, illegal or void then it will be severed and the other provisions of this arrangement will remain operative.

### **38. Execution in Counterpart**

- 38.1 This Agreement may be executed in any separate number of counterparts, which when executed shall together be deemed to constitute the one and the same instrument.



## SCHEDULE 1

### 1. DETAILS OF PARTIES AND CONTACT PERSONS

**NORTHERN TERRITORY OF AUSTRALIA** care of the **DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT** ("the Territory")

Notices (clause 34)	
ABN:	84 085 734 992
Address for service of notices:	GPO BOX 4621
Contact Person (clauses 1.1(p) and 27):	Senior Director, Room to Breathe Program
Telephone:	08 8999 8398
Facsimile:	08 8999 8488
Email:	george.timson@nt.gov.au

**ROPER GULF REGIONAL COUNCIL** ("the Recipient")

Notices (clause 34)	
ABN:	94 746 956 090
Is the Recipient GST registered? (Yes/No)	Yes
Address for service of notices:	PO Box 1321 KATHERINE NT 0851
Contact Person (clauses 1.1(p) and 27):	Michael Berto
Telephone:	08 8972 9002
Facsimile:	NA
Email:	michael.berito@ropergulf.nt.gov.au

### 2. FUNDING

Funding payable in respect of the Funding Period will be the total of all Approved Repairs and Maintenance Works Quotes, Capital and Infrastructure Works Quotes and Approved Transitional Housing Quotes including any Repairs and Maintenance Works Quotes, Capital and Infrastructure Works Quotes or Transitional Housing Quotes approved after the Date of this Agreement under **Clauses 17, 19 and 21** but will not exceed the total amount of **\$1,000,000 GST Exclusive (\$1,100,000 GST Inclusive)**.

The Funding for each Town Camp must not exceed the total amount of all Approved Repairs and Maintenance Works Quotes, Approved Capital and Infrastructure Works

Quotes and Approved Transitional Housing Quotes approved by the Territory in accordance with **Clauses 17, 19 and 21.**

**3. FUNDING INSTALMENTS**

Subject to receipt of a Tax Invoice in accordance with clause 31.6, the Territory will:

- (a) pay the full amount of each Approved Repairs and Maintenance Works Quote, within 30 Business Days after the Completion of Repairs and Maintenance Works Process is completed.
- (b) pay each Approved Capital and Infrastructure Works Quote in the instalments listed on the Notice of Approval of Quote in respect of that particular Approved Capital and Infrastructure Works Quote.
- (c) pay the full amount of each Approved Transitional Housing Quote, within 30 Business Days after a Notice of Approval of Quote is issued by the Territory in respect of the particular Approved Transitional Housing Quote.

A high level process flow is shown at **Schedule 3.**

**4. ACCOUNT**

Bank Name:	CBA
Account Name:	Roper Gulf Regional Council
BSB:	065902
Account Number:	10313315

**5. LAND**

Not Applicable.

**6. SERVICES**

The aim of this service is to improve living conditions in Town Camps and to undertake Repairs and Maintenance of houses and undertake Capital and Infrastructure Works in Town Camps for that purpose, in accordance with the Standards. The services to be provided by the Recipient to the Territory are the Repairs and Maintenance Works and Capital and Infrastructure Works required to satisfy each Repairs and Maintenance Scope of Works agreed in accordance with Clause 17, Capital and Infrastructure Works agreed in accordance with Clause 19 and any Transitional Housing agreed in accordance with clause 21.

**7. SERVICE COMPONENTS**

The Funding for each Town Camp must not exceed the total amount of all Approved Repairs and Maintenance Works Quotes, Approved Capital and Infrastructure Quotes and Approved Transitional Housing Quotes approved by the Territory in accordance with in **Clauses 17, 19 and 21**.

Repairs and Maintenance Works delivered must be in accordance with the Repairs and Maintenance Scope of Works approved by the Territory, as per the process outlined in **Clauses 17 and 18**. Capital and Infrastructure Works delivered must be in accordance with the Capital and Infrastructure Scope of Works approved by the Territory, as per the process outlined in **Clauses 19 and 20**.

The Services will be provided in the following town camps.

Town Camps
Mulggan

**8. FINAL COMPLETION DATE**

On or before 31 December 2019.

**9. REPORTING REQUIREMENTS**

REPORT	DATE REQUIRED
<b>Performance Reporting</b> (Clauses 17, 18)	Before submitting a Tax Invoice for payment by the Territory.
<b>Financial Reporting for Transitional Housing</b> , if applicable (Clause 16)	Financial Acquittal Statement by 30/01/2019 Specific Purpose Audited Financial Report by 30/06/2019
Any other reports or information as reasonably requested by the Territory	Any reports or information requested must be provided at such times as may be reasonably requested by the Territory.

## SCHEDULE 2

### Forms

**NORTHERN TERRITORY TOWN CAMPS / COMMUNITY LIVING AREAS**

**AGREED SCOPE OF WORKS AND ASSOCIATED WORK FLOWS**

This form is to be completed when undertaking the initial inspection of a dwelling (or other infrastructure) to determine the agreed scope of works that the Funding Agreement Recipient is required to provide a quote to complete.

It is a requirement that the Funding Agreement Recipient’s nominated representative and the NT Government’s nominated representative are both in attendance during the initial inspection and scoping of works.

It is accepted that other people may be in attendance during the inspection which may include, but are not limited to: the Funding Agreement Recipient’s employees or sub-contractor; other NT Government employees; specialist subject matter experts.

Where possible, the ‘head resident’ living in the dwelling should be invited to be in attendance during the inspection and encouraged to provide input into the agreed scope of works and any transitional accommodation arrangements.

**A. CONTACT DETAILS**

<b>Funding Recipient:</b>	Roper Gulf Regional Council
<b>Recipient’s Representative:</b>	Name: Position title: Phone: Email:
<b>NT Government Representative:</b>	Name: Position title: Phone: Email:
<b>Head Resident (if applicable):</b>	Name:
<b>Other:</b>	Name: Position title: Phone: Email:

**B. DETAILS OF DWELLING (or Infrastructure)**

<b>Name and Location of Town Camp/Community living Area:</b>	
<b>BUSHTEL ID: (NTG to provide)</b>	
<b>House number; Lot number; asset identification number:</b>	
<b>Description of dwelling or asset:</b>	

**C. DATE AND TIME OF INSPECTION**

Date and Time:	Date:	Time:
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**D. AGREED SCOPE OF WORKS**

Agreed Scope of Works		Comments
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		
18.		
19.		
20.		
Estimated time (in weeks) to complete the above works if approved:		

**E. INSTRUCTION TO CONTRACTOR (ITC)**

At any time, the NT Government's Nominated Representative may issue an 'Instruction to Contractor' (ITC) notice for matters that require immediate attention by the Funding Recipient.

If any ITC notices are issued in relation to the works associated with the asset described in this form, the ITC form serial number(s) shall be detailed below.

NOTE: The ITC notice may be used for agreement to a variation to the initial agreed scope of works and accepted quotation, and may also serve as an approval for additional costs for any works required as part of the ITC notice. If the ITC notice is utilised for this purpose, the cost of the additional agreed works must be detailed on the ITC notice and signed by both Nominated Representatives (within delegated limits).

ITC Notice Number	Brief Description of ITC Notice	Agreed Cost Variation

**F. TRANSITIONAL ACCOMMODATION ARRANGEMENTS (Alternative Accommodation)**

At the time of inspection of a dwelling, to determine an agreed scope of works, the Nominated Representatives must determine if alternative accommodation will be required for residents while works are being carried out on the dwelling.

If it is agreed that the Funding Recipient will organise alternative accommodation arrangements for residents, the Funding Recipient may submit a separate quotation for organising and supplying the alternative accommodation arrangements.

These arrangements must include appropriate storage and protection of the residents' personal belongings and regular monitoring and liaising with the tenants prior to, during and following the relocation of residents to alternative accommodation.

The Recipient may be required to provide all or part of any alternative accommodation arrangements for tenants.

Transitional Accommodation required:	YES <input type="checkbox"/> NO <input type="checkbox"/>
Estimated duration:	
Number of residents requiring accommodation:	
Funding Recipient or NT Government to organise:	Funding Recipient <input type="checkbox"/> NT Government <input type="checkbox"/>
Brief description of alternative accommodation requirements:	
Alternative accommodation options discussed and agreed with residents:	YES <input type="checkbox"/> *NO <input type="checkbox"/> *If no, works cannot proceed.

**G. AGREEMENT OF SCOPE OF WORKS AND TRANSITIONAL HOUSING**

By signing this form you are agreeing to the Scope of Works and Transitional Housing arrangements provided on this form.

<b>Funding Recipient Nominated Representative Name</b>	<b>SIGNATURE</b>	<b>DATE</b>
<b>NT Government Nominated Representative Name:</b>	<b>SIGNATURE</b>	<b>DATE</b>
<b>Head Resident Name:</b>	<b>SIGNATURE</b>	<b>DATE</b>

*All correspondence should be directed to [towncamp.project@nt.gov.au](mailto:towncamp.project@nt.gov.au)*

**NORTHERN TERRITORY TOWN CAMPS / COMMUNITY LIVING AREAS**

**NOTIFICATION OF HANDOVER INSPECTION AND ACCEPTANCE**

This form is to be completed by the Funding Recipient upon completion of all works agreed in the Scope of Works for the dwelling or asset. Payment for works completed can proceed following successful handover.

This form also initiates a request from the Funding Recipient for an on-site inspection of completed works. A minimum notification period of 5 working days should be provided prior to the proposed inspection date.

The Funding Recipient shall ensure all works have been completed and all documentation mentioned in this form ready and available at the time of the handover inspection.

Ensure sections A, B and C are pre-fill before sending to Department of Housing and Community Development.

**A. CONTACT DETAILS**

<b>Funding Recipient:</b>	Roper Gulf Regional Council
<b>Recipient's Representative:</b>	Name: Position title: Phone: Email:
<b>NT Government Representative:</b>	Name: Position title: Phone: Email:
<b>Head Resident (if applicable):</b>	Name:
<b>Other:</b>	Name: Position title: Phone: Email:

**B. DETAILS OF DWELLING (or Infrastructure)**

<b>Name and Location of Town Camp/Community living Area:</b>	
<b>BUSHTEL ID:</b> (NTG to provide)	
<b>House number; Lot number; asset identification number:</b>	
<b>Description of dwelling or asset:</b>	

**C. PROPOSED INSPECTION DATE**

<b>Proposed Inspection:</b>	<b>TIME:</b>	<b>DATE:</b>
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**D. PRE-INSPECTION CHECK LIST**

The Funding Recipient confirms the following will be completed before inspection:		Date Cannot be after date of proposed inspection.	Yes	No	N/A
1	All works detailed in the agreed Scope of Works completed on:  *Including any works identified in the Instruction To Contractor forms issued (if any).		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2	Documentation from section E is ready to handover at time of inspection:		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3	All keys ready for handover on:		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4	Activation/registration of warranties complete on:		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5	Copies of all warranties with equipment serial numbers recorded:		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6	Certificate of occupancy issued (if applicable)		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Funding Recipient's Nominated Representative Name:</b>		<b>DATE</b>	<b>SIGNATURE</b>		

**NOTE:** Once sections A, B and C have been completed email this form to [towncamp.project@nt.gov.au](mailto:towncamp.project@nt.gov.au) . Confirmation of the proposed inspection date and time will be provided.

### E. HANDOVER DOCUMENTATION – CHECKLIST

The Funding Recipient must have all applicable information listed below completed and ready for handover at the time of inspection.

Handover phase		Recipient	NTG	Comment
1	DOCUMENTATION TO BE PRESENTED AND COMPLETE AT HANDOVER			
	A Signed, agreed scope of works			
	B Defects Reported			
2	OWNER MANUALS AND WARRANTIES			Copy of manuals to be left in dwelling for tenant use.
	A Oven / Cooktop - Note Serial Number and Warranty expiry date			
	B Hot Water Service - Note Serial Number and Warranty expiry date			
	C Air Conditioners - Note Serial Number and Warranty expiry date			
	D Smoke detector battery type: warranty card, listed on SOW. Hardwired type: Installation certified on ECC, shown on <i>As Built</i> Drawings.			
	E Exhaust fan/s, ceiling fan/s, sensor light/s			
3	ELECTRICAL CERTIFICATION WITH DRAWINGS REFERENCED (If applicable)			
	ASBESTOS CLEARANCE CERTIFICATE (if asbestos removed)			
	Termite maintenance sticker - photo of sticker affixed in meter box if top-up required			
	Asset handover - defect reports forms 4A & 4B –signed and agreed, no major defects, only minor category accepted.			
<b>Construction phase</b>				
4	CONSTRUCTION PHOTOS			
	A Before and progress stages			Within 1 week
	B Final			Within 1 week
5	PLUMBING AND GAS CERTIFICATION			
	A Plumber/gasfitter certificate and referenced hydraulic drawings			Within 1 week
	B Renewable energy certificate (heat pump / solar hot water)			Within 1 week
	C Hot water system report - tempered Y/N			Within 1 week
6	WATERPROOFING CERTIFICATION			Within 1 week
7	TERMITE TREATMENT CERTIFICATION			
	A Termite Certification – PART A			Within 1 week
	B Termite Certification – PART B			Within 1 week
	C Termite Maintenance Sticker - photo of sticker affixed in meter box			
8	WINDOW AND DOOR MANUFACTURER CERTIFICATE(S)			Within 1 week
9	STRUCTURAL CERTIFICATION			
	A SECTION 40 – Construction			Within 1 week
	B Structural inspection records			Within 1 week
10	QUALITY ASSURANCE:			
	A Compaction, penetrometer, concrete test results			Within 1 week
	B Inspection & Test Plan's, hold and witness point inspection reports.			Within 1 week

**Note:** The Funding Recipient should keep a copy for their own records. Copy of documentation to be provided within one week of handover.

The Funding Recipient confirms that: each document has been checked for accuracy; legibility; is complete; and, signed where required.

**F. DEFECTS IDENTIFIED AT THE TIME OF INSPECTION**

Defects are works identified as incomplete or have failed to meet the scope of works. This section to be completed and agreed by both nominated representatives at the time of inspection with both parties to sign below.

Were any defects identified at the time of inspection? YES  NO

DEFECTS IDENTIFIED AT TIME OF INSPECTION		Comments
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

<b>DATE DEFECTS ARE TO BE CORRECTED BY:</b>	
<b>PROPOSED REINSPECTION DATE:</b>	

**Note:** It is important that defects are rectified as soon as possible to allow for reinspection and final acceptance. Payment of works cannot occur while there are outstanding works to complete.

**REINSPECTION**

The works identified at the time of initial inspection have now been completed to an acceptable standard.

<b>Funding Recipient Nominated Representative Name:</b>	<b>SIGNATURE</b>	<b>DATE</b>
<b>NT Government Nominated Representative Name:</b>	<b>SIGNATURE</b>	<b>DATE</b>

**G. HANDOVER/ ACCEPTANCE**

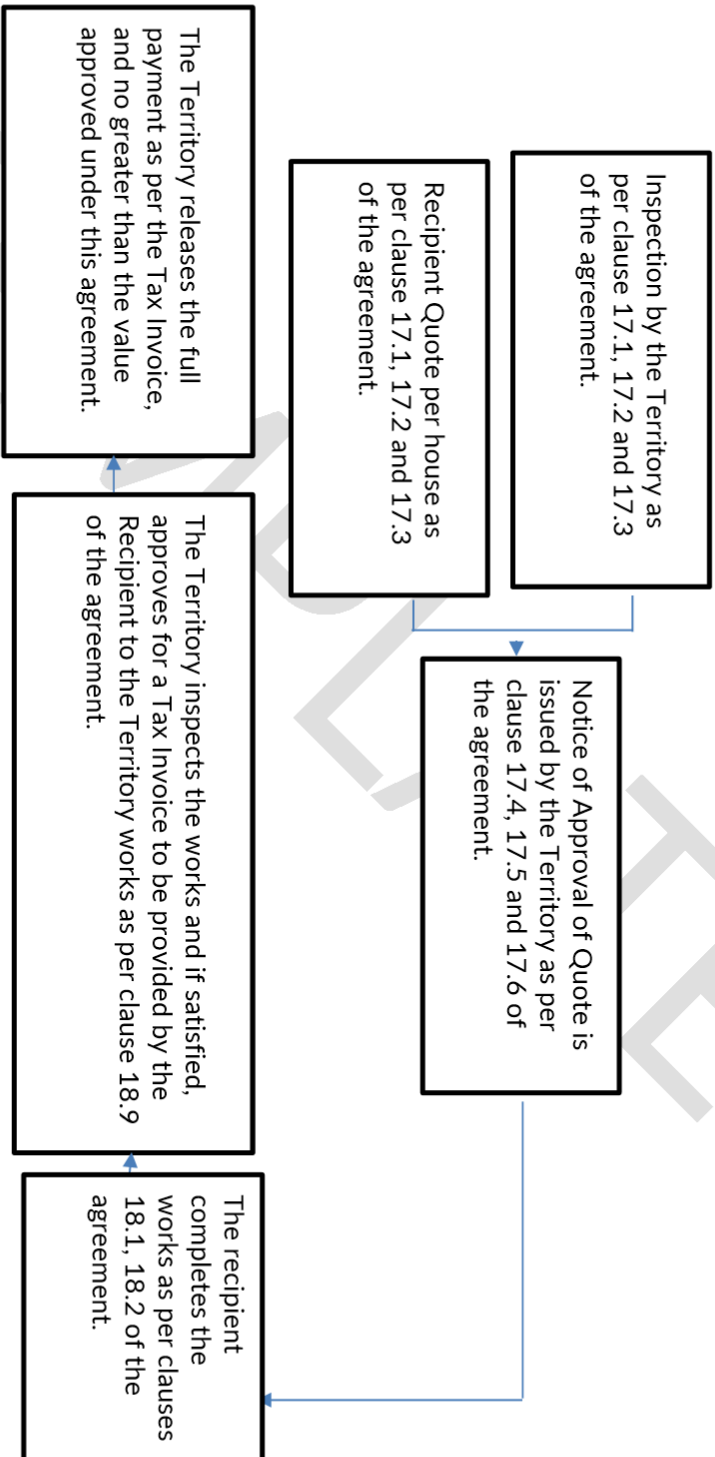
The dwelling/asset has been inspected by the Nominated Representatives and the parties agree that all works have been completed as per the scope of works and any ITC forms issued.

By signing this form you agree that at the time of final inspection you were satisfied that all the works identified in the Scope of Works and any agreed variations have been completed to an acceptable standard and that the dwelling/asset is ready for occupancy/use.

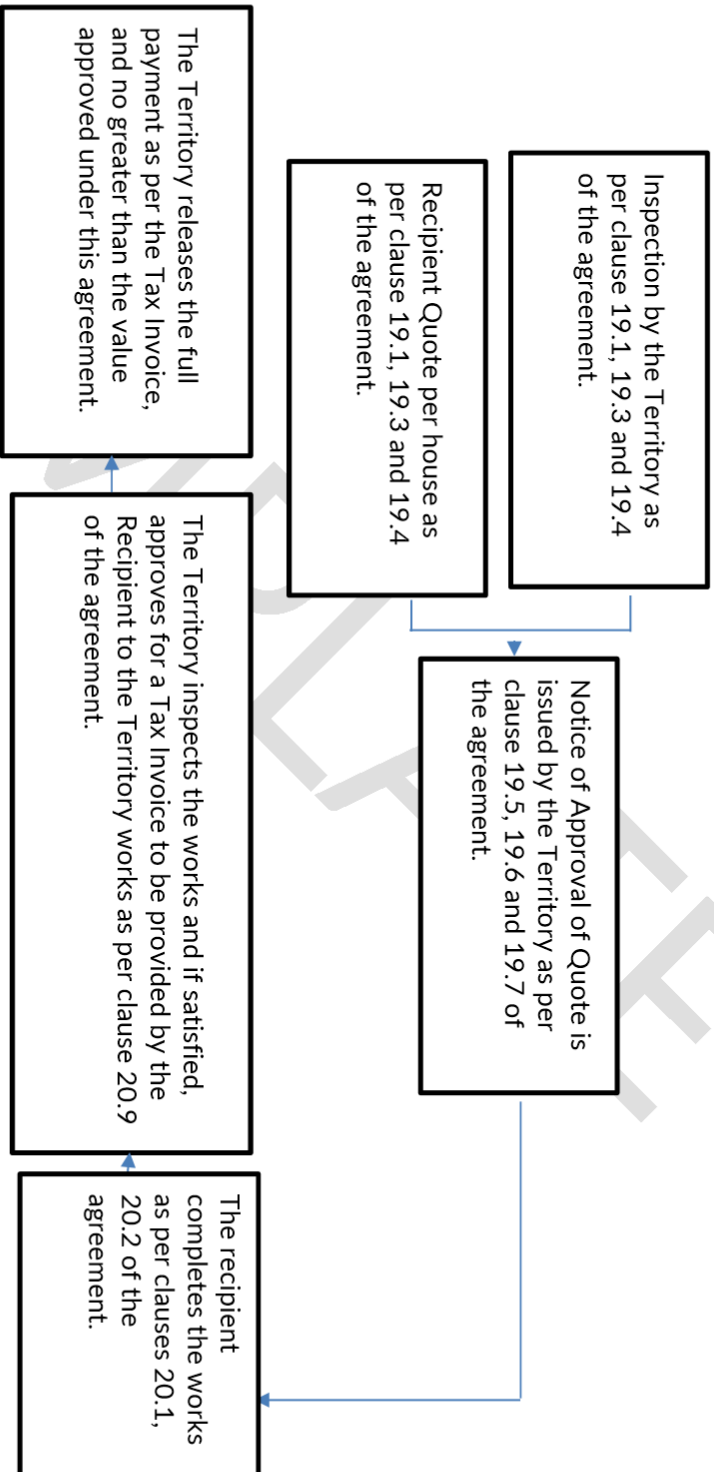
<b>Funding Recipient Nominated Representative Name</b>	<b>SIGNATURE</b>	<b>DATE</b>
<b>NT Government Nominated Representative Name:</b>	<b>SIGNATURE</b>	<b>DATE</b>
<b>Head Resident Name: (if applicable)</b>	<b>SIGNATURE</b>	<b>DATE</b>

*All correspondence should be directed to [towncamp.project@nt.gov.au](mailto:towncamp.project@nt.gov.au)*

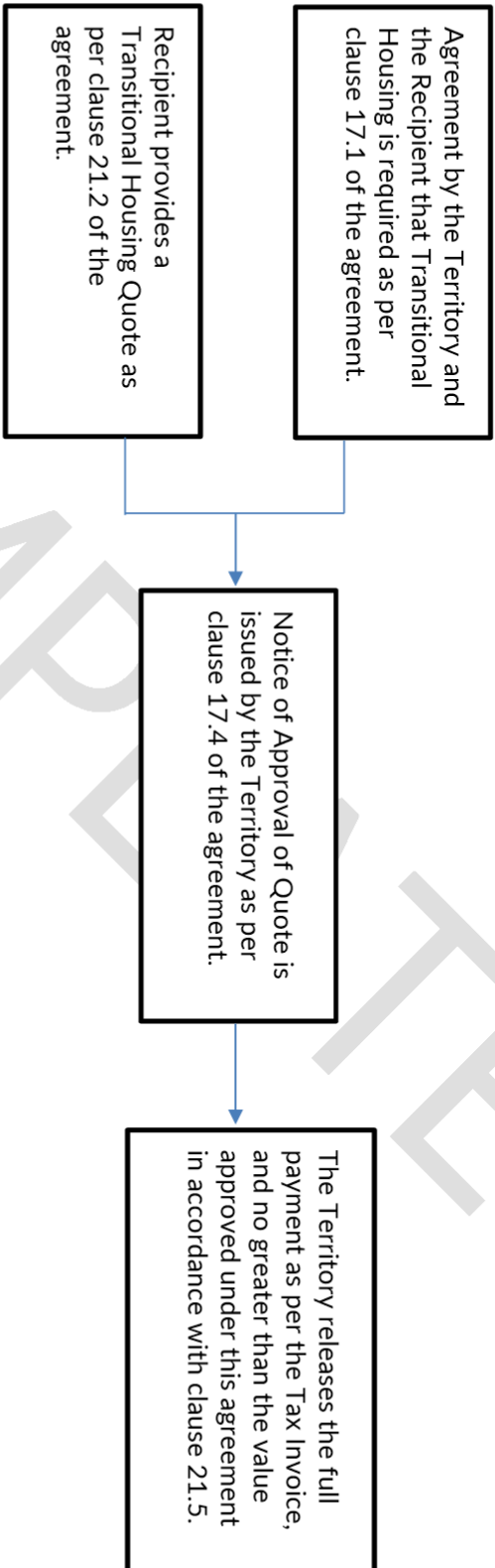
### SCHEDULE 3 High Level Process Flow (Repairs and Maintenance)



### High Level Process Flow (Capital and Infrastructure)



### High Level Process Flow (Transitional Housing)



## SCHEDULE 4

### Notice of Approval of Quote

TEMPLATE

Notice of Approval of Quote

Approved Quote Number:

Date:

To: [Insert Organisation Name]

The Department of Housing and Community Development hereby approves quote number [insert quote number] in respect of [Repairs and Maintenance Works/Capital and Infrastructure Works/Transitional Housing] in the amount of [\$insert amount] in respect of Dwelling number [insert dwelling number] located at [insert town camp name] pursuant to the Agreement between [Insert Organisation Name] and the Department of Housing and Community Development (Agreement).

[Use for Capital and Infrastructure Works Quotes:

The Department of Housing and Community Development will pay the funding to the Recipient in accordance with the terms and conditions of the Agreement and in the amounts and on the dates specified below:

Payment Date	Payment Amount (ex GST)	Payment Amount (inc. GST)	Total

DELETE IF NOT CAPITAL WORKS QUOTE]

Yours faithfully

.....

**CORPORATE GOVERNANCE DIRECTORATE REPORT**

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**ITEM NUMBER** 15.7  
**TITLE** Local Authority Support  
**REFERENCE** 782669  
**AUTHOR** Cristian Coman, Manager - Governance and Corporate Planning

**RECOMMENDATION**

- (a) **That Council receives and notes the update from the Department of Housing and Community Development pertaining to support and training of Local Authority members.**

**BACKGROUND**

The Department of Housing and Community Development offers Local Authority Members various forms of training and support.

**ISSUES/OPTIONS/SWOT**

Amanda HAIGH, Regional Manager, Big Rivers Region, Department of Housing and Community Development, will brief Council on the support offered by the Department.

**FINANCIAL CONSIDERATIONS**

Nil

**ATTACHMENTS:**

There are no attachments for this report.

**CORPORATE GOVERNANCE DIRECTORATE REPORT**

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<b>ITEM NUMBER</b>	15.8
<b>TITLE</b>	Beswick, Bulman and Weelmol Community Land Use Plan
<b>REFERENCE</b>	<b>782696</b>
<b>AUTHOR</b>	Ashleigh Anderson, Governance Officer

**RECOMMENDATION**

- (a) **That Council receives and notes the draft Beswick Community Land Use Plan;**
- (b) **That Council receives and notes the draft Bulman Community Land Use Plan, subject to the changes recommended by the Bulman/Weemol Local Authority at the Local Authority Meeting on 5 December 2018;**
- (c) **That Council receives and notes the Weemol Community Land Use Plan.**

**BACKGROUND**

At the December 5 Bulman/Weemol Local Authority meeting the authority determined to support the Weemol Community Land Use Plan as attached.

The authority also determined to support the Bulman Community Land Use Plan subject to some changes to the identified flood line.

In summary the LA identified the 99 AHD contour line as representing the land that is subject to inundation and that this line should follow the line of the highway as per the attached plan (Changes to Bulman Flood line).

**N.B. Plans shall be provided as hard copy due to software issues.**

**ISSUES/OPTIONS/SWOT**

Nil

**FINANCIAL CONSIDERATIONS**

Nil

**ATTACHMENTS:**

**CORPORATE GOVERNANCE DIRECTORATE REPORT**

<b>ITEM NUMBER</b>	15.9
<b>TITLE</b>	Reclassification of Information Technology Position
<b>REFERENCE</b>	<b>782743</b>
<b>AUTHOR</b>	Michael Cook, HR Manager

**RECOMMENDATION**

- (a) **That Council endorses the reclassification of the Level 4 Information Technology Officer position to a Level 5/6 Information Technology Coordinator.**

**BACKGROUND**

In support of my recommendations I make the following observations:

- The Director Corporate Governance confirms that the budget has the funds to absorb the increase.
- The evidence required for an upgrading of the position was provided by an external appraisal

**External Appraisal**

In June 2017 a review was conducted by McArthur which identified the following:

1. *"...taking into consideration organisational structures and functional responsibilities of the position revealed that **the incumbent's current package is significantly below** the lower quartile of all Councils considered in the review."*
2. *"... the National councils represent a more reasonable benchmark with an average of (cash \$73,611)..."*

It should be noted that the:

- IT Officer current level is L4 ; and
- McArthur '*reasonable benchmark*' is the equivalent of an Council Level 5/6.

**ISSUES/OPTIONS/SWOT**

The reclassification of the position from the Level 4 to the Level band of 5/6, strengthens Council's recruitment and retention of suitably qualified and appropriately remunerated personnel.

The consequence of this reclassification will be that the IT Officer position will no longer exist and the incumbent will be promoted into the IT Coordinator position pursuant to Roper Gulf Regional Councils *Performance Management Policy – Exemplary Performance and Conduct*.

**FINANCIAL CONSIDERATIONS**

Within the current budget

**ATTACHMENTS:**

There are no attachments for this report.

**COUNCIL & COMMUNITY SERVICES DIRECTORATE REPORT**



<b>ITEM NUMBER</b>	16.1
<b>TITLE</b>	Service Delivery over Christmas Period
<b>REFERENCE</b>	<b>782652</b>
<b>AUTHOR</b>	Alisha Sullivan, Executive Assistant to Director of Council and Community Services

**RECOMMENDATION**

- (a) That Council receives and notes Service Delivery over the Christmas Period.

**BACKGROUND**

**BARUNGA**

<b>COUNCIL SERVICES</b>
<b>Council Services Office</b> : Closed Public Holidays
<b>Centrelink Services</b> : Closed Public Holidays
<b>Library Services</b> : Closed Public Holidays
<b>Indigenous Broadcasting Program</b> : No planned interruptions to service except Public Holidays
<b>Waste Management Services</b> : Amendment to service due to Public Holidays
Mon 24 Dec - Fri 28 Dec : Rubbish collection will occur on Mon 24 Dec and Thurs 27 Dec
Mon 31 Dec - Fri 4 Jan : Rubbish collection will occur on Wed 2 Jan and Fri 4 Jan
<b>COMMUNITY SAFETY</b>
<b>Night Patrol Program</b> : No planned interruptions to service except Public Holidays
<b>Sport &amp; Recreation Program</b> : No planned interruptions to service except Public Holidays
<b>COMMUNITY SERVICES</b>
<b>Aged Care</b> : Meals from Shop / Hamper Packs on Public Holidays
<b>COMMUNITY DEVELOPMENT PROGRAM</b>
Program Closure from Mon 24 Dec 2018 - Fri 4 Jan 2019

**BESWICK**

<b>COUNCIL SERVICES</b>
<b>Council Services Office</b> : Closed Public Holidays
<b>Centrelink Services</b> : Closed Public Holidays
<b>Indigenous Broadcasting Program</b> : No planned interruptions to service except Public Holidays
<b>Waste Management Services</b> : No planned interruptions to service
<b>COMMUNITY SAFETY</b>
<b>Night Patrol Program</b> : No planned interruptions to service except Public Holidays
<b>Sport &amp; Recreation Program</b> : No planned interruptions to service except Public Holidays
<b>Outside School Hours Care</b> : Not operational during School Holidays
<b>COMMUNITY SERVICES</b>
<b>Aged Care</b> : Meals from Shop / Hamper Packs on Public Holidays
<b>Creche</b> : Closed from Mon 17 Dec 2018 – Fri 4 Jan 2019
<b>COMMUNITY DEVELOPMENT PROGRAM</b>
Program Closure from Mon 24 Dec 2018 - Fri 4 Jan 2019

**BORROLOOLA**

<b>COUNCIL SERVICES</b>
<b>Council Services Office</b> : Closed Public Holidays
<b>Library Services</b> : Closed Public Holidays
<b>Waste Management Services</b> : Amendment to services due to Public Holidays
Mon 24 Dec - Fri 28 Dec : Rubbish collection will occur on Mon 24 Dec, Thurs 27 Dec, Fri 28 Dec
Mon 31 Dec - Fri 4 Jan : Rubbish collection will occur on Mon 31 Dec, Thurs 3 Jan, Fri 4 Jan
<b>COMMUNITY SAFETY</b>
<b>Night Patrol Program</b> : No planned interruptions to service except Public Holidays
<b>Sport &amp; Recreation Program</b> : No planned interruptions to service except Public Holidays
<b>Youth Reconnect Program</b> : No planned interruptions to service except Public Holidays
<b>COMMUNITY DEVELOPMENT PROGRAM</b>
Program Closure from Mon 24 Dec 2018 - Fri 4 Jan 2019

**BULMAN**

<b>COUNCIL SERVICES</b>
<b>Council Services Office</b> : Closed Public Holidays. CSC on Annual Leave 22.12.2018-6.01.2018
<b>Centrelink Services</b> : Closed Public Holidays. Nationwide Closure 27.12.2018
<b>Indigenous Broadcasting Program</b> : No planned interruptions to service
<b>Waste Management Services</b> : Amendment to services due to Public Holidays
Mon 24 Dec - Fri 28 Dec : Rubbish collection will occur on Mon 24 Dec, Thurs 27 Dec, Fri 28 Dec
Mon 31 Dec - Fri 4 Jan : Rubbish collection will occur on Mon 31 Dec, Fri 4 Jan
<b>COMMUNITY SAFETY</b>
<b>Night Patrol Program</b> : No planned interruptions to service except Public Holidays
<b>Sport &amp; Recreation Program</b> : No planned interruptions to service except Public Holidays
<b>School Nutrition Program</b> : Not operational during School Holidays
<b>COMMUNITY SERVICES</b>
<b>Aged Care</b> : Meals from Shop / Hamper Packs on Public Holidays
<b>COMMUNITY DEVELOPMENT PROGRAM</b>
Program Closure from Mon 24 Dec 2018 - Fri 4 Jan 2019

**JILKMINGGAN**

<b>COUNCIL SERVICES</b>
<b>Council Services Office</b> : Closed Public Holidays
<b>Centrelink Services</b> : Closed Public Holidays. Nationwide Closure 27.12.2018
<b>Waste Management Services</b> : No planned interruptions to service
<b>COMMUNITY SAFETY</b>
<b>Night Patrol Program</b> : No planned interruptions to service except Public Holidays
<b>Sport &amp; Recreation Program</b> : No planned interruptions to service except Public Holidays
<b>Outside School Hours Care</b> : Not operational during School Holidays
<b>COMMUNITY SERVICES</b>
<b>Aged Care</b> : No interruptions to service. Hamper Packs on Public Holidays

<b>Creche</b> : Closed from Mon 17 Dec 2018 – Fri 4 Jan 2019
<b>COMMUNITY DEVELOPMENT PROGRAM</b>
Program Closure from Mon 24 Dec 2018 - Fri 4 Jan 2019

**MANYALLALUK**

<b>COUNCIL SERVICES</b>
<b>Council Services Office</b> : Closed Public Holidays
<b>Centrelink Services</b> : Closed Public Holidays. Nationwide Closure 27.12.2018
<b>Waste Management Services</b> : No planned interruptions to service
<b>COMMUNITY SAFETY</b>
<b>Night Patrol Program</b> : No planned interruptions to service except Public Holidays
<b>Sport &amp; Recreation Program</b> : No planned interruptions to service except Public Holidays
<b>School Nutrition Program</b> : Not operational during School Holidays
<b>COMMUNITY SERVICES</b>
<b>Aged Care</b> : Meals delivered to community for distribution. Hamper packs on Public Holidays
<b>Creche</b> : Closed from Mon 17 Dec 2018 – Fri 4 Jan 2019
<b>COMMUNITY DEVELOPMENT PROGRAM</b>
Program Closure from Mon 24 Dec 2018 - Fri 4 Jan 2019

**MATARANKA**

<b>COUNCIL SERVICES</b>
<b>Council Services Office</b> : Closed Public Holidays
<b>Centrelink Services</b> : Closed Public Holidays. Nationwide Closure 27.12.2018
<b>Library Services</b> : Closed Public Holidays
<b>Waste Management Services</b> : Amendment to service due to Public Holidays
Mon 24 Dec - Fri 28 Dec : Rubbish collection will occur on Thurs 27 Dec
Mon 31 Dec - Fri 4 Jan : Rubbish collection will occur on Wed 2 Jan
<b>COMMUNITY SAFETY</b>
<b>Night Patrol Program</b> : No planned interruptions to service except Public Holidays
<b>Sport &amp; Recreation Program</b> : No planned interruptions to service except Public Holidays
<b>COMMUNITY SERVICES</b>
<b>Aged Care</b> : No interruptions to service. Hamper Packs on Public Holidays
<b>COMMUNITY DEVELOPMENT PROGRAM</b>
Program Closure from Mon 24 Dec 2018 - Fri 4 Jan 2019

**NGUKURR**

<b>COUNCIL SERVICES</b>
<b>Council Services Office</b> : Closed Public Holidays
<b>Centrelink Services</b> : Closed Public Holidays. Nationwide Closure 27.12.2018
<b>Library Services</b> : Closed due to staff availability
<b>Indigenous Broadcasting Program</b> : No planned interruptions to service except Public Holidays
<b>Waste Management Services</b> : No planned interruptions to service
<b>COMMUNITY SAFETY</b>
<b>Night Patrol Program</b> : No planned interruptions to service except Public Holidays
<b>Sport &amp; Recreation Program</b> : No planned interruptions to service except Public

Holidays
<b>Youth Reconnect Program</b> : No planned interruptions to service except Public Holidays
<b>COMMUNITY SERVICES</b>
<b>Aged Care</b> : Meals from Shop / Hamper Packs on Public Holidays
<b>COMMUNITY DEVELOPMENT PROGRAM</b>
Program Closure from Mon 24 Dec 2018 - Fri 4 Jan 2019

**NUMBULWAR**

<b>COUNCIL SERVICES</b>
<b>Council Services Office</b> : Closed Public Holidays. CSC on Annual Leave 7.12.2018 – 20.1.2019
<b>Centrelink Services</b> : Closed Public Holidays. Nationwide Closure 27.12.2018
<b>Indigenous Broadcasting Program</b> : No planned interruptions to service except Public Holidays
<b>Waste Management Services</b> : Amendment to service due to Public Holidays Mon 24 Dec - Fri 28 Dec : Rubbish collection will occur on Mon 24 Dec & Fri 28 Dec (not Wed 26 <sup>th</sup> )
<b>COMMUNITY SAFETY</b>
<b>Night Patrol Program</b> : No planned interruptions to service except Public Holidays
<b>Sport &amp; Recreation Program</b> : No planned interruptions to service except Public Holidays
<b>Youth Reconnect Program</b> : No planned interruptions to service except Public Holidays
<b>COMMUNITY SERVICES</b>
<b>Aged Care</b> : No interruptions to service. Hamper Packs on Public Holidays
<b>COMMUNITY DEVELOPMENT PROGRAM</b>
Program Closure from Mon 24 Dec 2018 - Fri 4 Jan 2019
<b>WORKSHOP</b>
Closed Fri 21 Dec 2018 - Fri 4 Jan 2019

**ISSUES/OPTIONS/SWOT**

Nil

**FINANCIAL CONSIDERATIONS**

Nil

**ATTACHMENTS:**

There are no attachments for this report.

**GENERAL BUSINESS**

<b>ITEM NUMBER</b>	18.1
<b>TITLE</b>	Community Services
<b>REFERENCE</b>	<b>777759</b>
<b>AUTHOR</b>	Annalisa Bowden, Regional Manager Community Services

**RECOMMENDATION**

- (a) **That Council receives and notes the Report for Community Services.**

**BACKGROUND**

This report provides updates and highlights of the Community Services Management Area for the service provision in Barunga, Beswick, Bulman, Jilkminggan, Manyallaluk, Mataranka, Ngukurr and Numbulwar for the following Operational Activities:

Agency Services

- 341 – Home Care Package (HCP)
- 342 – Aged Care NT Jobs package
- 344 – Commonwealth Home Support Program (CHSP)
- 347- Creche
- 349 – School Nutrition Program
- 352 – Disability In Home Support Program (DISP)
- 403 – Outside School Hours Care
- 355 – National Disability Insurance Scheme (NDIS)
- 356 – Information Linkages and Capacity (ILC)

Workforce Achievement

Community Services Team has been recognized by the Industry Skills Advisory Council NT (ISACNT) for empowering local Indigenous staff with the skills, confidence and resources required to deliver on specific service models to produce the most positive outcomes for their participants.

The message from the Regional Manager in the article addressed ;

- “No one is better positioned to care for the aging members of a remote community than the community itself”
- ‘If you are looking to build a community of care that values and enables our elders to contribute and continue to find value, purpose and meaning look to your workforce. Without local staff this will not be achieved.’

The Minister for Aged Care, Hon Ken Wyatt commented by saying;

- ‘We need a population health approach, one that thinks outside the square and shapes what we need for future years, to build on the existing workforce. We have discussed forming an industry accord on the remote aged care workforce to inform the taskforce deliberations and potentially provide a unified voice on remote aged Care issues. The accord will detail priorities, desired changes and recommended actions to underpin support for the remote workforce.’

Roper Gulf Regional Council has achieved in two and a half years a team of Indigenous staff, capable of providing services to the their communities.

Food Project – Quality Compliance Innovation

Community Services engaged Quality Compliance Innovation in a collaborative food project between QCI and Unilever Food Solutions to improve the quality, variety and cultural appropriateness of meals being provided on Community. The project was led by Vitish Guddoy and staff within Roper Gulf.

This project was considered and approved by council due to compliance issues in the Agency Services listed above.

Management concerns arose from not meeting specific dietary requirements, menu fatigue, inconsistent food temperatures, inconsistent quality, maintenance of nutritional content, poor meal presentation, lack of staff knowledge and poor consumer satisfaction

The project will deliver:

- Week cyclic menus, standard recipe's, menu and recipe folder, Dietician approved menu, food cost per meal and a workshop for staff.

All menus are dietitian assessed and meet regulatory requirements for each program. This food project will eventually result in communities being able to cook the meals in the Centre or menu's will be provided to the shops and they will need to follow the approved menu plan.

### **341, 342, 344 Aged Care Compliance**

#### **Australian Aged Care Quality Review**

Roper Gulf Regional Council was assessed in 2018 to demonstrate they met the Home Care Common Standards under the Age Care Act 1997. Council engaged Virginia Matthews the Director and Principal Consultant from QCI Consulting to assist with the Quality Review process, provide training on community and work with key management staff.

The Review followed a process to gather and corroborate information from each community.

- interview staff and management about systems, processes and practices
- sample care recipient records
- review documents such as policies, procedures, agreements and registers
- interview available care recipients or representatives
- observe the environment, any activities in progress and any interaction with care recipients or representatives

Roper Gulf Regional Council has met all eighteen expected outcomes and successfully passed the Australian Aged Care Quality Review. We are very excited to see that our teams on Community understand the Quality Review process and were able to address questions lead by the assessors. Our Regional Aged Care Coordinator and staff on Community are to be congratulated as they have worked through the enormity of this task and achieved a high standard.

Two all Terrain 4x4 vehicles have been located in Ngukurr and Numbulwar to provide services through our programs to community members in Aged Care and NDIS. Participants have been actively attending trips to billabongs and bush trips. One further vehicle has been approved by council and will be placed in Mataranka.

As part of our continuous improvements all sites have received upgraded furniture and this has improved the comfort and participation for activities.

**New Aged Care Quality Standards are in law – 30.11.18** The new Aged Care Quality Standards have been developed through significant consultation and co-design with the aged Care sector. The Minister for Senior Australian's and Aged Care, the Hon Ken Wyatt AM, MP has announced this important reform.

The New standards have now been made in law and will take effect from 01 July 2019. The standards focus on quality outcomes for consumers. This will make it easier for consumers, their families, carers and representatives to understand what they can expect from a service. Regulation will also be simpler for providers working across multiple aged care services, and encourage innovation, excellence and continuous improvement.

### **Aged Care update from the Standards Guidance Reference Group in relation to the changes in the Standards for Aged Care 01 July 2019**

Regional Manager Annalisa Bowden has been participating in The Standards Guidance Reference Group (SGRG) over the past 12 months. The Australian Aged Care Quality Agency paid for Annalisa to attend meetings in Sydney and be a part of a select group of around twenty two people from across Australia:

- The Reference Group noted the passing of the Aged Care Reform Bill (Single Quality Framework) 2018 to provide for a single set of aged care quality standards to apply to all Commonwealth funded aged care providers. The Bill was passed by both houses on 10 September and received Royal Assent on 21 September 2018. The new Aged Care Quality Standards are now law and will be applied from 01 July 2019.
- Guidance material on the Aged Care Quality Standards was launched by CEO Mr Nick Ryan at the Better Practice Conference on 23 August 2018, attended by members of the Standards Guidance Reference Group.
- The Quality Agency website <https://www.aacqa.gov.au/providers/standards/new-standards/guidance> includes the full suite of guidance for each standard, case studies and resources. Members were encouraged to promote these resources to their networks to support transition to the Aged Care Quality Standards in 2019.
- The Reference Group provided further feedback and resources for inclusion in the final draft of guidance material to be updated online in early 2019. It was noted that the Guidance resources would be updated annually.
- Members reviewed a draft Self-Assessment Tool for services to assess their performance against the new Quality Standards. It is envisaged that in completing the tool, providers will reflect on their organisation's understanding of the requirements of the Standards, and how these requirements are applied within the organisation to continuously improve consumer outcomes. The Reference group provided feedback on the draft which included:
  - having the tool available electronically and keeping the focus and language on continuous improvement and better practice.
  - integrating evidence, actions and continuous improvement plans to support ongoing organisational improvement under the new Standards.
  - providing a service example for each rating level.
- Members sought clarification on the transition to the new Quality Standards for services with reaccreditation falling close to 01 July 2019. The Quality Agency advised the notification that the reaccreditation application is due (7 months prior to accreditation expiry date) would provide clarity on applicability and transition arrangements for the new Standards.
- An update was provided on the Quality Agency's education activities to assist service providers to transition to new Standards. The national program has involved over 1800 participants to date with a further 63 sessions planned, accommodating a further 2000 participants. It was noted the Better Practice conference will be held in Darwin in May 2019, to further promote the new Standards to rural and remote service providers. Updates on the education program are at: <https://www.aacqa.gov.au/providers/education>

- The Quality Agency advised of further work to implement the new Standards including end to end evidence collection, assessment and decision making under the new framework. These process testing and quality assurance activities are being piloted with the co-operation of a range of providers.
- Members were also provided with an update on the implementation of unannounced re-accreditation site audits. It was noted that 'Frequently Asked Questions' on unannounced visits are available on the Quality Agency's website at <https://www.aacqa.gov.au/providers/processes/accreditation-and-re-accreditation/re-accreditation/moving-to-unannounced-re-accreditation-audits/frequently-asked-questions-faq>  
This will mean that during any stage of the year a site can be visited by the Australian Aged Care Quality agency without notice.
- The Department of Health provided members with an update on the Clinical Governance Framework and the Open Disclosure Framework. An 'environmental scan' is being undertaken to understand frameworks currently in use; members' participation in this process was invited. A suggestion that General Practitioners and other health professionals are provided avenues to contribute was noted.
- The appointment of the Commissioner of the new Aged Care Quality and Safety Commission, Janet Anderson, who will commence on 01 January 2019 and the appointment of Associate Professor Michael Murray as the interim chief clinical advisor by the Department of Health was also noted.
- Members were advised that The Standards Implementation Evaluation Framework will be taken forward in 2019.

I note that this was the final meeting of the group the Chair reflected on the respectful, positive environment which has been central to the work of the SGRG and thanked everyone for their participation and significant contribution to the finalisation of the guidance to support the Aged Care Quality Standards.

**Home Care Packages Program Data Report 1<sup>st</sup> Quarter 2018-19** was released by The Minister for Senior Australians and Aged Care, the Hon Ken Wyatt AM, MP. Currently a National prioritisation system allows for a nationally consistent and equitable process for assigning home care packages based on people's individual needs and circumstances, regardless of where they live.

Status of people in the National Prioritisation System who are awaiting their approved Home Care Packages;

- 49.9% have not been offered a Home Care Package
- 37.1% Have been offered a home care package and have been approved for CHSP
- 8.4% Have been offered a home care Package, but have not been approved for CHSP
- 4.6% Have not yet been offered a home care package, and have not been approved for CHSP

As at September 30, 2018 69,086 people who were waiting for their approved level package have not been offered a home care package. The Wait times for allocation of packages is over 12 months and only 115 packages in the NT were released in the September quarter.

The average published maximum exit amount of all providers across Australia at 30 September 2018 was \$232 and 42.1 percent of all approved providers indicated that they would not deduct an exit amount..

### **NATSIFAC - Funding application**

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Roper Gulf Regional Council has submitted an application to the NATSIFAC Program which is administered outside of the *Aged Care Act 1997* and is part of the Australian Government's strategy to improve the quality of, and access to aged care services for older Aboriginal and Torres Strait Islander people.

This application is a result of the identification of a short fall in funding for Aged Care across our eight communities and the inability to meet the requirements of individuals.

Over forty letters of support were submitted with the application from Communities and external bodies .

The objectives are to:

- deliver a range of services to meet the changing aged care needs of the community;
- provide aged care services to older Aboriginal and Torres Strait Islander people close to home and community;
- improve access to aged care services for Aboriginal and Torres Strait Islander people;
- improve the quality of culturally appropriate aged care services for Aboriginal and Torres Strait Islander people; and
- develop financially viable cost-effective and co-ordinated services outside of the existing mainstream programs.

The NATSIFAC Program funds organisations to provide flexible, culturally appropriate aged care to older Aboriginal and Torres Strait Islander people close to their home and/or community.

Council will be notified of the result from this application in 2019.

### **347 Creche**

Creche (BBF funded services) have transitioned to the new child care system commencing 02 July 2018. Annual block funding as done in previous years has now changed to three pillars of support.

- Child Care Subsidy (CCS) – single means tested subsidy paid directly to service providers and to be passed on to families as a fee reduction
- Additional Child Care Subsidy (ACCS) – This is considered to be a top up subsidy in addition to the CCS. Provides extra support for families and children to access child care
- Community Child Care Fund (CCF) – This funding is for eligible services to supplement fee income, including CCS and ACCS. This will support services to transition and operate under the new child care system and to ensure continuity of child care services during transition.

The transition to this new funding has brought to light some important issues and challenges.

- Review of policies and procedures
- Every parent needed to have an email address to access the service – Registration through PRODA
- New system – Qikkids program purchased, purchase resources and training material to support and enhance governance administration , assessment of internet connection
- Contributing fees from families
- Attendance needs to be monitored daily
- Quality Improvement Plan (QIPS) updated

- Training - sessions provided by our Consultant Averill Piers – Blundell to assist with community engagement activities and increase utilisation and raise awareness of the new child care arrangements, refinement and implementation of transition plans
- Licencing agreements needed to comply under State and Territory child care laws

We are happy to report that all staff are being enrolled in the Cert 111 Early education, posters are being sourced in English and Kriol to foster and promote inclusion, new menu plans are on the way to be implemented and an increase in children has seen more enrollments.

Due to our Regional Coordinator being on holidays a member of the Katherine team Narelle Perrott stepped up to the Coordinators role and has supported staff throughout this period. The Creche program has seen many improvements during this time and we congratulate her for this achievement.

The assistance of Jaydin Cole Indigenous Workforce Engagement Coordinator has seen support for Creche staff on community and he is commended for the work he has achieved to date.

### **349 School Nutrition Program (SNP)**

Council provides services for the SNP program in two communities on behalf of the Australian Government Department of Prime Minister and Cabinet. The program provides breakfast and lunch five days a week to school children, employment and training for local Indigenous people, support for attendance and education outcomes as well as parental engagement in their child's education.

Quality improvements have seen children provided with lunch boxes and funding sort to bring the meals in line with the NT Gov Policy on Canteen, Nutrition and Healthy Eating with a new Menu Plan. Parental contribution to this program has also been increased.

### **355 NDIS**

National Disability Insurance Scheme (NDIS) is the new way of providing disability support to all Australians under the age of 65 who have a permanent and significant disability with the reasonable and necessary supports they need to enjoy an ordinary life.

Staff will assist people with disabilities achieve their goals. This may include greater independence, community involvement, employment and improved wellbeing. The scheme takes a lifetime approach, investing in people with disabilities early to improve their outcomes later in life.

Participants are currently supported in five communities throughout the Roper Gulf Regional Council region.

### **355 COS NDIS**

Jenny Carroll has commenced with Roper Gulf Regional Council to provide Coordination of Support for people on Community. [Cos@ropergulf.nt.gov.au](mailto:Cos@ropergulf.nt.gov.au)

Initial assessment will link participants with the right providers to meet their needs and coordinate a range of supports both funded and mainstream. Assistance will build on informal supports, resolve points of crisis and resolve service delivery issues. The COS goal is to provide assistance and strengthen the participants abilities to coordinate and implement supports which ultimately result in greater participation in the community.

Due to the very Remote location of participants NDIA are not completing the new plans in a timely manner and this is adversely having a negative impact on the participants care. The COS Coordinator is assisting eleven participants throughout the Region and providing a high level of knowledge and we commended her for the improvements that have been seen within this role.

### **356 Information Linkage and Capacity (ILC)**

Gyanendra Humagain (Daniel) has commenced with Roper Gulf Regional Council [ndis@ropergulf.nt.gov.au](mailto:ndis@ropergulf.nt.gov.au) as the ILC Coordinator. This role is to connect through face-to-face engagement with people with Disabilities, their families and Carers in Remote communities. The program provides tailored, culturally specific approach to distributing relevant and quality information and linking people into services and supports. The impact of professionalism that has been brought through from the Coordinator has created a positive feel and fosters support within this new program which is reflected on Community.

The Project Plan :

- **Training / promotion** - sessions, workshops, promotion, information sessions, community engagement, identify the information needs of people with disabilities, identify service issues that impact on proportionate and equitable service delivery, involve people with disabilities in roles with governance, staff or volunteer level, collaborating on promotional opportunities and distribute information.
- **Eligibility** - people on community are identified re their eligibility to be funded by NDIS, referrals are made, identification of the types of disabilities in the region capture with data , identify individuals who's circumstances are affected by complex, specialised challenging behaviours

### **ISSUES/OPTIONS/SWOT**

Nil

### **FINANCIAL CONSIDERATIONS**

Nil

### **ATTACHMENTS:**

There are no attachments for this report.

## GENERAL BUSINESS



as at 30

**ITEM NUMBER** 18.2  
**TITLE** Finance - Financial Report  
November 2018  
**REFERENCE** 781337  
**AUTHOR** Jasjit Rai, Financial Accountant

### RECOMMENDATION

(a) That Council receives and notes the financial reports as at 30 November 2018.

### BACKGROUND

Attached are the financial reports for Roper Gulf Regional Council as at 30 November 2018, including:

- Balance Sheet
- Income and expenditure report by service group
- Income and expenditure report by account category
- Cash-at-bank Statement & 12-month graph on cash balances
- Expenditure reports for all communities

Balance sheet has been prepared as per prevailing accounting standards, practice and in compliance with the applicable *Local Government Act*. Revenue and Expenditure statement as at the end of November 2018 shows a surplus of \$ 3.26 M. Our bank balance as at 30 November is \$ 27.6 M. Please note that the carried forwards amounts in actual will be transferred soon.

### ISSUES/OPTIONS/SWOT

#### Interpretation of Debtors and Creditors

#### Debtors

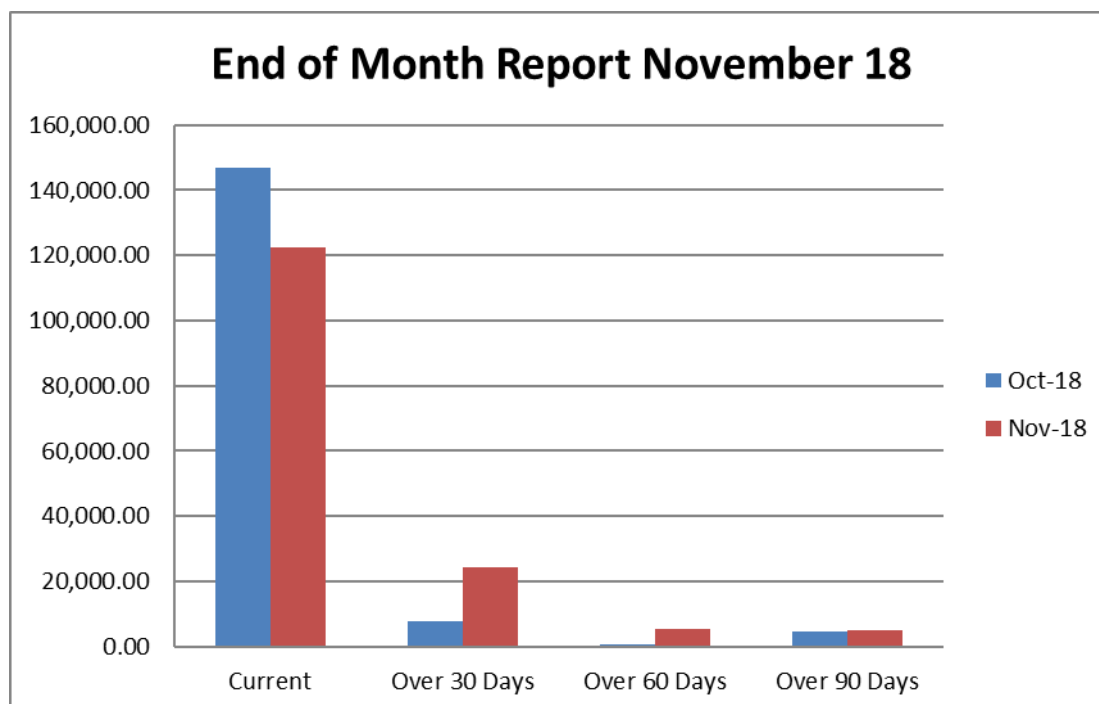
The summary below shows the amount of debtors outstanding for the current and the prior month.

See attached: Aged Analysis – Detailed Report – Accounts Receivable 30 November 2018

As at 30 November 2018, \$ 157,472.66 is outstanding. Comparatively, at 31 October 2018, the total debt outstanding was \$ 160,137.54. During this month, debtors have shown an overall decrease from October to November by \$ 2,664.88

#### Accounts Receivable Age Analysis

Debtors	Oct-18		Nov-18	
Current	146,888.34	91.73%	122,583.33	77.85%
Over 30 days	7,948.85	4.96%	24,193.98	15.37%
Over 60 days	575.35	0.36%	5,600.00	3.55%
Over 90 days	4,725.00	2.95%	5,095.35	3.23%
	160,137.54		157,472.66	
Less: Unapplied Credits	322.80		42.03	
Total Actual Outstanding	159,814.74		157,430.63	



#### Top 10 Accounts Recievable Debtors – November 2018

A/C	Description	Balances	Status	Reason
00981	Alawa Aboriginal Corporation	93,500.00	Current	Full fiscal year 2018-19 Administration charges
00121	Dept of Infrastructure, Planning and Logistics - Katherine	8,864.34	Current	Medivac Callout & Litter Collection
00328	Power And Water Corporation	8,523.43	More Than 30 days	Day to Day Operations
01451	Bio Gen Solutions Pty Ltd	5,600.00	More Than 60 days	Accommodation-Follow up in progress
01345	PARKREEF HOLDINGS PVT LTD (WATERMARK)	5,000.00	More Than 30 days	Dump Fees Numbulwar - Follow up in Progress
00568	Nighthawk Transport Pty Ltd	4,750.00	More Than 30 days	Forklift Hire - Follow up in progress
00388	Beswick Community Store	4,561.30	More Than 30 days	Vehicle Repairs
01443	Woodhill & Sons	4,520.00	More Than 90 days	Commercial Dumping-Company lost project with DIPL and is unable to pay any suppliers until they recover the money.
00975	AOT Hotels	2,800.00	Current	Accommodation
00377	Traditional Credit Union (TCU)	2,700.00	Current	Monthly rental

#### Rates & Refuse Outstanding– Oct 2018

Year	Financial Year Total Balance	Percentage of Total Owning
2008/2009	25,662.87	8.13%
2009/2010	3,941.64	1.25%

2010/2011	4,911.39	1.56%
2011/2012	4,427.87	1.40%
2012/2013	5,319.49	1.69%
2013/2014	12,542.07	3.98%
2014/2015	70,242.35	22.27%
2015/2016	15,481.71	4.91%
2016/2017	21,702.71	6.88%
2017/2018	24,207.24	7.68%
2018/2019	126,927.05	40.25%
<b>Total</b>	<b>315,366.39</b>	<b>100.00%</b>

The rates department is working in recovering the outstanding rates and charges. Last month the outstanding for rates & charges were \$ 479,114.12.

### Creditors

The summary below shows the amount of creditors outstanding for the current month.

See attached: Aged Analysis Report – Detailed Report – Accounts Payable 30 November 2018.

As at 30 November 2018, \$342,404.33 in creditors is outstanding.

The Accounts Payable age analysis report depicts the following:

<b>Creditors</b>	<b>Amount</b>	
Current	\$267,332.85	68%
Over 30 days	\$0.00	0%
Over 60 days	\$0.00	0%
Over 90 days	\$123,169.94	32%
<b>Total outstanding amount (Including Overdue)</b>	<b>\$390,502.79</b>	
<b>Less: Unapplied Credits</b>	<b>-\$48,098.46</b>	
<b>TOTAL ACTUAL OUTSTANDING</b>	<b>\$342,404.33</b>	

Unapplied items appearing as a result of time difference and have no effect in the financial statement.

Following are the details of suppliers from whom invoices over \$10,000 were received and entered during the month of November 2018:

<b>Acc. #</b>	<b>Description</b>	<b>Amount</b>	<b>Transaction</b>
10274	Sunrise Health	\$ 53,625.00	CDP Employment Outcome Payment
10189	Katherine Toyota	\$ 303,589.94	Fleet purchase for various programs
10054	Puma Energy	\$ 73,790.19	Bulk Fuel Order For Numbulwar & Barunga
11081	Mabunji Aboriginal Resource	\$ 18,141.37	Concrete Slab for Borrooloola Pool
10325	AIRPOWER	\$ 310,739.10	Kubota RTV Capex purchase for communities
10507	Alawa Aboriginal Corporation	\$ 49,770.09	Night Patrol July – September 2018
10280	TELSTRA	\$ 113,214.70	Consolidated Account & Service Equipment Rental
11346	Farmworld NT	\$ 14,590.00	Water Cartage tank for Tipper truck at Borrooloola

11688	Remote Civil	\$ 99,784.65	2 Crawford St Car park
12307	Simone Byrne	\$ 23,333.53	Ngukurr Transport Hub
12544	Titan Plant Hire	\$ 11,688.02	Ngukurr Wheel Loader Hire
12124	All Regions	\$ 12,280.00	Boomerang Lagoon Stand Alone Solar Unit
12781	Wright Express	\$ 31,376.87	Fuel Cards October 2018
12414	Katherine Refrigeration	\$ 17,680.30	Aircon Service at various lots in Numbulwar
13372	Northern Building	\$ 163,284.06	Renovations at lot 226 Ngukurr & 161 Numbulwar
13393	Hi-Spec Civil	\$ 34,650.00	Ngukurr Rainbow Street
13453	Leadership Success	\$ 17,077.50	OCP Assessment
13686	AEC Group	\$ 15,163.50	Consulting for Mataranka Business Hub
13697	Mimal Land Management	\$ 26,182.46	Works at Barrapunta
		<b>\$ 1,389,941.28</b>	

All entered amount has already been paid and settled.

**FINANCIAL CONSIDERATIONS**

Nil

**ATTACHMENTS:**

**NB: Due to software issues the attachments will be provided in hardcopy**

**GENERAL BUSINESS**

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**ITEM NUMBER** 18.3  
**TITLE** Notices of Motions for National General Assembly 2019 (NGA)  
**REFERENCE** 781536  
**AUTHOR** Ashleigh Anderson, Governance Officer

**RECOMMENDATION**

- (a) **That Council receives and notes the Call for Motions Discussion Paper 2019 published by the National General Assembly of Local Government 2019.**

**BACKGROUND**

The National General Assembly (NGA) will be celebrating 25 years in 2019. Over the last 25 years, the National General Assembly (NGA) has provided a platform for Local Government to address national issues and lobby the Federal Government on critical issues facing the Local Government sector.

Please refer to the hard copy provided for further information.

**ISSUES/OPTIONS/SWOT**

Nil

**FINANCIAL CONSIDERATIONS**

Nil

**ATTACHMENTS:**

There are no attachments for this report.