

CITY OF PALMERSTON

Notice of Council Meeting

To be held at the Palm A Meeting Room, Rydges Palmerston,
15 Maluka Drive, Palmerston
On Tuesday, 21 June 2016 at 6.30pm



Ben Dornier
Acting Chief Executive Officer

Any member of Council who may have a conflict of interest, or a possible conflict of interest in regard to any item of business to be discussed at a Council meeting or a Committee meeting should declare that conflict of interest to enable Council to manage the conflict and resolve it in accordance with its obligations under the Local Government Act and its policies regarding the same.

Audio Disclaimer

An audio recording of this meeting is being made for minute taking purposes as authorised by City of Palmerston Policy MEE3 Recording of Meetings, available on Council's Website.

1 PRESENT

2 APOLOGIES

Mayor Abbott – On Council Business

ACCEPTANCE OF APOLOGIES AND LEAVE OF ABSENCE

THAT the apology received by Mayor Abbott, be received and granted.

3 CONFIRMATION OF MINUTES

RECOMMENDATION

THAT the minutes of the Council Meeting held Tuesday, 7 June 2016 pages 8603 to 8612, be confirmed.

4 MAYOR'S REPORT

4.1 Mayoral Invitation – Northern Territory Officers' Ball 2016

M8-23

5 REPORT OF DELEGATES

6 QUESTIONS (WITHOUT DEBATE) FOR WHICH NOTICE HAS BEEN GIVEN

7 QUESTIONS (WITHOUT DEBATE) FOR WHICH NOTICE HAS NOT BEEN GIVEN

8 PETITIONS

9 DEPUTATIONS/PRESENTATIONS

10 CONSIDERATION OF MOTIONS FOR WHICH NOTICE HAS BEEN GIVEN

11 COMMITTEE RECOMMENDATIONS

11.1 Governance and Organisation

THAT the minutes from the Governance and Organisation Committee meeting held on 9 June 2016, be received and noted and that Council adopts the recommendations made by the Committee and accordingly resolves as follows:-

11.1.1 Review FIN08 Internal Controls Policy

THAT Council adopt the amended FIN08 Internal Controls Policy

11.1.2 Review FIN02 Financial Management Policy

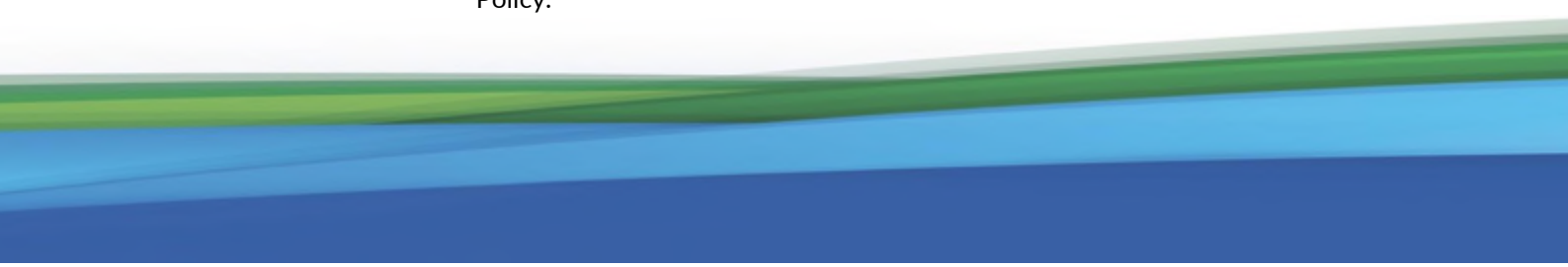
THAT Council adopt the amended FIN02 Financial Management Policy.

11.1.3 Review FIN10 Fraud Protection Plan Policy

THAT Council adopt the amended FIN10 Fraud Protection Plan Policy.

11.1.4 Review FIN03 Annual Financial Statements Policy

THAT Council adopt the amended FIN03 Annual Financial Statements Policy.



11.1.5 Review FIN15 Asset Disposal Policy

THAT Council adopt the amended FIN15 Asset Disposal Policy.

11.1.6 Review FIN21 Debt Collection Policy

THAT Council adopt the amended FIN21 Debt Collection Policy.

11.1.7 Review FIN04 Procurement Policy

THAT Council adopt the amended FIN04 Procurement Policy.

11.2 Economic Development and Infrastructure

Nil

11.3 Community Culture and Environment

Nil

12 INFORMATION AGENDA

12.1 Items for Exclusion

12.2 Receipt of Information Reports

RECOMMENDATION

THAT the information items contained within the information Agenda, be received.

12.3 Officer Reports

- | | |
|----------------------------------------------------------------------------|---------------|
| 12.3.1 Action Report | 8/0906 |
| 12.3.2 LGANT Executive Minutes – 17 May 2016 | 8/0910 |
| 12.3.3 Professional Development Allowance 2015/16 – Alderman Carter | 8/0911 |

13 DEBATE AGENDA

13.1 Officer Reports

13.1.1	Fencing of Playgrounds	8/0907
13.1.2	Transfer of Streetlight Assets to Local Government	8/0908
13.1.3	Goyder Square Stage 2 – Water Tower Feature Lighting	8/0909
13.1.4	Financial Report for the Month of May 2016	8/0912
13.1.5	Local Government Act Legislative Changes	8/0913
13.1.6	Draft Feral Cat Policy REG02	8/0914
13.1.7	Adelaide 36ers	8/0915

14 CORRESPONDENCE

14.1 Certificate of Appreciation – Palmerston RSL Sports and Social Club Inc

15 RESPONSE TO PREVIOUS QUESTIONS TAKEN ON NOTICE

16 PUBLIC QUESTION TIME

At the invitation of the Chair

17 OTHER BUSINESS – ALDERMAN REPORTS

By-law 14(8) provides that the Chairman must not accept a motion without notice if the effect of the motion would, if carried, be to incur expenditure in excess of \$1,000 unless

- a) the motion relates to the subject matter of a committee's or sub committee's recommendations (as the case may be, or an officer's report that is listed for consideration on the business paper; or*
- b) the matter is urgent*

18 CONFIDENTIAL REPORTS

19 CLOSURE

ITEM NUMBER: 4.1

**Mayoral Invitation – Northern Territory Officers’
Ball 2016**

FROM:

Ian Abbott

REPORT NUMBER:

M8-23

MEETING DATE:

21 June 2016

Summary:

On 17 May 2016 an invitation was received from the Senior Australian Defence Officers of the Northern Territory and the Officers of the Combined Officers Messes in the Northern Territory for myself and guest to attend the Northern Territory Officers’ Ball 2016 on Saturday 27 August 2016.

RECOMENDATION

1. THAT the Council receives Report Number M8-23.
2. THAT Council approve for two tickets to be purchased at a cost of \$150 each to allow for His Worship the Mayor Ian and Abbott and Guest to attend the Northern Territory Officers’ Ball 2016 on Saturday 27 August 2016.

Background:

Elected Members have requested that Mayoral Invitations and Conference requests which incur a cost to Council, be provided as a separate report.

General:

The Northern Territory Officers’ Ball is an annual event held in Darwin. This year will host the 2016 patron, the Governor General of Australia, His Excellency General the Honourable Sir Peter Cosgrove AK, MC (Retd) and Lady Cosgrove, in addition to the Northern Territory Administrator His Honour John Hardy OAM and Mrs Marie Hardy.

Financial Implications:

Tickets are \$150 each.

Legislation/Policy:

Nil

Recommending Officer: Ian Abbott, Mayor

Any queries on this report may be directed to Mayor Ian Abbott on telephone (09) 8935 9902 or email ian.abbott@palmerston.nt.gov.au

Schedule of Attachments:

Attachment: Email Invitation

From: Freeman, Lyndsay CAPT
Sent: Tuesday, May 17, 2016 12:12 PM
To: Ian Abbott <Ian.Abbott@palmerston.nt.gov.au>
Subject: Invitation to the Northern Territory Officers' Ball 2016 - SkyCity Casino - 27th August 2016
[SEC=UNCLASSIFIED]

UNCLASSIFIED

Dear His Worship the Mayor Mr Ian Abbott,

The Senior Australian Defence Force Officers of the Northern Territory and the Officers of the Combined Officers Messes in the Northern Territory cordially invite you and a guest to attend the Northern Territory Officers' Ball 2016. The event will be held at SkyCity Casino, Darwin on Saturday, the 27th of August 2016, commencing at 6:30pm.

The Ball will host the 2016 patron, the Governor General of Australia, His Excellency General the Honourable Sir Peter Cosgrove AK, MC (Retd) and Lady Cosgrove, in addition to the Northern Territory Administrator His Honour John Hardy OAM and Mrs Marie Hardy.

The theme is *Le Grand Cirque*, a vintage circus theme which will compliment black tie and ball gown formality. The Ball will be supporting the charity Legacy.

For further details of the event, as well as ticket sales, please visit www.NTOfficersball.com. The last day of ticket sales is the 7th of August 2016.

Please direct any queries to Captain Lyndsay Freeman via email to nt.officersball@defence.gov.au or 0401 905 717.

Thank you

LS Freeman
Captain
Northern Territory Officers' Ball 2016

Robertson Barracks, Thorngate Road, HOLTZE NT 0830

IMPORTANT: This email remains the property of the Department of Defence and is subject to the jurisdiction of section 70 of the Crimes Act 1914. If you have received this email in error, you are requested to contact the sender and delete the email.

ITEM NUMBER: 12.3.1

Action Report

FROM:

Chief Executive Officer

REPORT NUMBER:

8/0906

MEETING DATE:

21 June 2016

Municipal Plan:

4. Governance & Organisation

4.3 People

We value our people, and the culture of our organisation. We are committed to continuous improvement and innovation whilst seeking to reduce the costs of Council services through increased efficiency

Summary:

This report outlines individual action items outstanding from previous Council Meetings. Council is asked to receive this report.

RECOMENDATION

THAT the Council receives Report Number 8/0906.

Dec #	Task Date	Owner	Matter	Action	Update
8/0949	18/2/2014	DTS	Car Parking Contribution Plan Update	Matter on the table	Workshop on Car Parking to be held on 21 April 2016.
8/1126	17/6/2014	DTS	Reconstruct Radford Road	Council to enter into a memorandum of understanding regarding the use of any contractor security held by LDC.	98% Complete.
8/1354	9/12/2014	DTS	Draft Palmerston City Centre Master Plan 2014 and associated documents	<ul style="list-style-type: none"> - Draft Palmerston City Centre Parking Strategy to be presented to and considered by the City of Palmerston's Car Parking Committee. - Final documents and application submission to amend the NT Planning Scheme be submitted to Council for endorsement at the Council meeting 	Council has adopted the Palmerston City Centre Master Plan and associated documents. Council adopted the Palmerston City Centre Parking Strategy on 2 June 2015.

				<p>scheduled 17 February 2015.</p> <ul style="list-style-type: none"> - Mayor to forward a letter to the Minister for Lands and Planning to inform the NT Government of the public consultation process for the Draft City Centre Master Plan "package", prior to lodgement of the formal rezoning application with the Minister in 2015. 	<p>Planning Scheme amendment package has been lodged with Strategic Town Planning branch of DLPE.</p> <p>A presentation was made to the NT Planning Commission. Council is currently waiting on feedback from the NT Planning Commission.</p>
8/1666		DTS	The Heights Durack Eastern Collector Road	Mayor and CEO to be delegated the ability to apply Council's seal and to sign all documents for the establishment of a road access easement on Lot 11504, 80 University Avenue, Durack.	Awaiting construction and transfer documents from developer. No further action expected until mid to late 2016.
8/1707	20/10/2015	DCCS	Bi-Annual Council Meetings in Community Venue	Council to trial the holding of two Council meetings in 2016 in community venues with a budget allocation of \$4,600.	Completed.
8/1714	20/10/2015	DCCS	Joy Anderson Centre	CEO to write to the Dept. of Housing, to seek consideration for the freehold title of the Joy Anderson Centre, to be transferred to the City of Palmerston as a community asset.	Letter written. No response.
8/1764	17/11/2015	DTS	<ul style="list-style-type: none"> - Costs for Fencing of Playgrounds in Parks 	<ul style="list-style-type: none"> - Council to conduct a level 1 consultation with Palmerston families in 2016, in regards to fencing and partial fencing of some Palmerston playgrounds in our parks. 	<ul style="list-style-type: none"> - Consultation has closed.
8/1768	17/11/2015		<ul style="list-style-type: none"> - Fencing Options Level 1 Consultation 	<ul style="list-style-type: none"> - Report to be provided to Council regarding the cost of undertaking a Level 1 consultation on fencing options for playgrounds. 	<ul style="list-style-type: none"> - Report will be provided to the July EDI Committee meeting

8/1776	8/12/2015	DTS	Goyder Walking Trail	A draft Goyder Walking trail be provided to Council for consideration.	<p>Heritage Study (CCE/0482) to be undertaken to inform possible Goyder Walking trail. Staff are working on commissioning a consultant for the study.</p> <p>Consultant was commissioned in early June and the study is now being completed over the coming months.</p>
		DTS	Community Infrastructure Plan	Progress update.	<p>First workshop on the Plan was held 9/3/2016. A report to Council seeking formal endorsement will follow.</p> <p>The Plan is undertaking final refinement prior to returning to a Council meeting in July for endorsement to undertake public consultation.</p>
8/1852	1/03/2016	CEO	Power to Sell Land - Assessments 105694 and 105669	Mayor and CEO be authorised to sign and seal all documentation in relation to the sale of land for non-payment of rates for the above mentioned properties.	Completed.
8/1853	1/03/2016	DCCS	Operating Costs - Recreation Facilities	Report to be prepared for Council regarding the cost of operating its recreation facilities.	
8/1872	15/03/2016	DCCS	Expression of Interest Community Activities	EOI to be released to the public calling for submissions to host regular or one off community place making activities in Palmerston.	Will be prepared for new financial year.

8/1929	19/04/2016	DTS	Broadarrow Circuit Footpath	Council develop a forward works program for the upgrade of footpath standards throughout Palmerston.	Under development
8/1931	19/04/2016	DCCS	Palmerston Seniors Update	<p>Council staff review the concerns expressed by the Palmerston Seniors Advisory Group regarding:-</p> <ul style="list-style-type: none"> - Planned car park numbers at the Palmerston Regional Hospital. - Crossing / island / access to improve safe access for all users at Oasis Shopping Centre. - Venue accessibility for mobility aids users at The Hub. 	Council staff have met with the Seniors to discuss several of the issues, and will continue addressing these areas of concerns.
8/1979	17/05/2016	DCCS	Tracking Software Package for the Management and Monitoring of Confidential Information	Workshop be organised with Elected Members on the handling and distribution of confidential information within Council and that the outcomes be brought back to the Committee.	Completed – Workshop held on Tuesday, 14 June 2016.
8/1980	17/05/2016	DTS	Goyder Square Operational Costs and Level of Service	Council review the level of service provided in Goyder Square in September 2016 following a dry season operation of the area.	Report to October EDI Committee.
8/1987	17/05/2016	DCCS	Palmerston Arts Strategy Community Consultation	Council endorses the Palmerston Arts Strategy 2016 – 2021 for Level 2 City Wide Community Consultation.	Consultation has commenced. Submissions for consultation close by 5pm 8 June 2016.
8/1995	17/05/2016	DCCS	Draft Municipal Plan 2016/2021	Workshop be conducted on the Draft Municipal Plan 2016/2021.	A workshop was held with Elected Members on 19/05/2016.

8/2005 8/2006	17/05/2016	DTS	City Centre Improvement Levy	<p>Consultation commence with City Centre land owners regarding the introduction of a City Centre Improvements Levy in 2017/18.</p> <p>City Centre Improvement Reserve be established and a reserve policy be forwarded to Council for consideration.</p>	
8/2036	19/05/2016	DCCS	Community Engagement	Council approve the holding of community consultation exercises as detailed in this report on 3 and 10 June 2016.	Completed.
8/2037	31/05/2016	DCCS	Draft Municipal Plan 2016/2021	The Draft Municipal Plan 2016/2021 is release for public consultation and a further report is prepared for Council at the expiration of the statutory 21 day public consultation period, being from 1 June to 21 June 2016.	Draft Municipal Plan 2016/2021 has been released to the public for comments.
8/2054	7/06/2016	DCCS	Breastfeeding Friendly Initiative	A report to be provided outlining possible breastfeeding friendly initiatives which Council could enact.	
8/2059	7/06/2016	DCCS	Action Report	A further workshop to be held on the Municipal Plan for the 21 June 2016.	Workshop scheduled with Elected Members to be held on 21 June 2016.
8/2069	7/06/2016	CEO	Local Government Act Legislative Changes	A workshop to be held on 14 June 2016 regarding the Local Government Act legislative changes and how they affect the City of Palmerston.	Completed – Workshop held on Tuesday, 14 June 2016.

Recommending Officer:

Ricki Bruhn, Chief Executive Officer

Any queries on this report may be directed to Ricki Bruhn, Chief Executive Officer on telephone (08) 8935 9902 or email ricki.bruhn@palmerston.nt.gov.au

Schedule of Attachments:

Nil

ITEM NUMBER: 12.3.2

LGANT Executive Minutes – 17 May 2016

FROM:

Chief Executive Officer

REPORT NUMBER:

8/0910

MEETING DATE:

21 June 2016

Municipal Plan:

4. Governance & Organisation

4.3 People

We value our people, and the culture of our organisation. We are committed to continuous improvement and innovation whilst seeking to reduce the costs of Council services through increased efficiency

Summary:

At the General Meeting of LGANT in March 2010, it was agreed that draft minutes of each Executive Meeting be made available for Council's information.

RECOMENDATION

THAT the Council receives Report Number 8/0910.

General:

The LGANT Executive Meeting draft meeting minutes will be sent out approximately on a monthly basis.

The draft minutes of the Executive Meeting held Tuesday, 17 May 2016 are attached for information.

Financial Implications: Nil

Legislation/Policy: Nil

Recommending Officer: Ricki Bruhn, Chief Executive Officer

Any queries on this report may be directed to Ricki Bruhn, Chief Executive Officer on telephone (08) 8935 9902 or email ricki.bruhn@palmerston.nt.gov.au

Schedule of Attachments: Nil

**LOCAL GOVERNMENT ASSOCIATION
OF THE NORTHERN TERRITORY**

**MINUTES OF THE LGANT EXECUTIVE MEETING
HELD ON TUESDAY 17 MAY 2016 IN THE LGANT OFFICE
COMMENCING AT 10:03 AM**

1. PERSONS PRESENT AT THE MEETING OR ON THE TELEPHONE

Mayor Damien Ryan	President
Mayor Tony Jack	Vice-President – Regional & Shires
Mayor Fay Miller	Executive – Municipal
Alderman Gary Haslett	Executive – Municipal
Councillor Greg Sharman	Executive – Regional & Shires
Mayor Lothar Siebert	Executive – Regional & Shires
President Barb Shaw	Executive – Regional & Shires
Councillor Kaye Thurlow	Executive – All Councils
IN ATTENDANCE:	
Tony Tapsell	LGANT CEO
Peter McLinden	LGANT
David Jan	LGANT
Camden Smith	LGANT
Elaine McLeod	LGANT Secretariat

2. APOLOGIES FROM MEMBERS WHO WERE ABSENT FROM THE MEETING

Alderman Bob Elix	Vice-President – Municipal
-------------------	----------------------------

RESOLUTION

That members:

1. accept the acknowledgements from members that they are unable to attend the meeting
2. approve the applications from members for leave of absence from the meeting.

Moved: Councillor Sharman

Seconded: Mayor Miller

Carried

3. THAT delegates accept the recording of the meeting.

Moved: Councillor Thurlow

Seconded: Councillor Sharman

Carried

3. NOTIFICATION OF CONFLICT(S) OF INTERESTS - Nil

4. CONFIRMATION OF THE MINUTES OF THE PREVIOUS MEETING

RESOLUTION

THAT the minutes of the previous Executive meeting held on Tuesday 19 April 2016 be confirmed as a true and correct record of that meeting.

Moved: Councillor Sharman

Seconded: Mayor Siebert

Carried

**LOCAL GOVERNMENT ASSOCIATION
OF THE NORTHERN TERRITORY**

5. ACCEPTANCE OF THE AGENDA AND NOTIFICATION OF GENERAL BUSINESS ITEMS

RESOLUTION

THAT the papers as circulated be received for consideration at the meeting.

Moved: Mayor Miller
Seconded: Councillor Sharman
Carried

6. DECISIONS THE EXECUTIVE IS BEING ASKED TO MAKE THIS MEETING

6.1 LGANT Financial Reports for 30 April 2016

Discussion

Members noted the financial reports for 30 April 2016.

RESOLUTION

THAT the Executive receives and adopts the financial reports for 30 April 2016.

Moved: Mayor Miller
Seconded: Mayor Siebert
Carried

6.2 NT Library Community Reference Group Nomination

Discussion

Members endorsed Alderman Simon Niblock as the LGANT nomination to the NT Library Community Reference Group.

RESOLUTION

THAT the Executive endorses the nomination of Alderman Simon Niblock to the Northern Territory Library Community Reference Group.

Moved: Mayor Miller
Seconded: Councillor Thurlow
Carried

6.3 Submission to the Draft Alcohol Action Plan

Discussion

Members discussed the submission and agreed to amend the first sentence in the second paragraph under Overall Response to read:

There needs to be correlation between the alcohol management plans already in place across the Northern Territory and this 'whole of government' plan.

and to add in:

that the whole of government plan includes the attachments being all of the current alcohol action plans in place across the Territory.

RESOLUTION

THAT the Executive approves the draft submission (with changes) on the draft alcohol action plan.

Moved: Mayor Miller
Seconded: President Shaw
Carried

ACTION

**LOCAL GOVERNMENT ASSOCIATION
OF THE NORTHERN TERRITORY**

1. The CEO to circulate the amended submission to Executive members.

6.4 Incorporation of LGANT

Discussion

Members were supportive of LGANT obtaining legal advice.

RESOLUTION

THAT the Executive endorses LGANT obtaining legal advice on the matter of its incorporation.

Moved : Mayor Miller

Seconded: Mayor Jack

Carried

6.5 Submission to the *Planning Act*

Discussion

Members heard that CEOs were not supportive of the proposed changes to the *Planning Act*.

Members agreed that *'the importance of it and the rush before the Northern Territory election to consider it'* be removed from point 1 in the submission.

RESOLUTION

THAT the Executive approves the draft submission (with change) on the transfer of functions from the Development Consent Authority to the NT Planning Commission.

Moved : Mayor Miller

Seconded: Alderman Haslett

Carried

ACTION

2. Remove *'the importance of it and the rush before the Northern Territory election to consider it'* from point 1 in the submission.
3. LGANT to send out a media release next week – *LGANT's concern around amendments to the Planning Act*.

6.6 LGANT General Meeting and AGM December 2016

Discussion

Members endorsed 1 and 2 December 2016 as the dates for the next general meeting and AGM in Alice Springs. This will be preceded by the Mayors and Presidents Forum and the CEOs Forum on Wednesday 30 November 2016.

The AGM will finish by midday on 2 December 2016 so that delegates can catch flights home in the afternoon.

RESOLUTION

THAT the Executive endorses the dates of Thursday 1 and Friday 2 December 2016 for the next LGANT general meeting and AGM in Alice Springs.

Moved : President Shaw

Seconded: Mayor Jack

Carried

ACTION

4. LGANT to promote the availability of Airnorth services to meeting delegates.

**LOCAL GOVERNMENT ASSOCIATION
OF THE NORTHERN TERRITORY**

6.7 Department of Health Funding Agreement – Mentoring**Discussion**

Members endorsed the use of the LGANT common seal.

RESOLUTION

THAT the Executive resolves signing and the use of the common seal on a funding agreement with the Department of Health to receive \$47,300 (incl GST) to assist in mentoring of two regional waste management coordinators and train operators at remote landfill sites in the Big Rivers Region.

Moved: Councillor Sharman

Seconded: Mayor Siebert

Carried

7. REPORTS ON ACTIONS REQUIRED TO BE DONE FROM THE LAST MEETING**7.1 Long Service Leave Accruals****Future Action**

List of long service leave and annual leave accruals is attached.

Discussion

Members heard that LGANT staff will be taking leave this year which will reduce the amount of accruals. Leave accruals will be revised annually in order to avoid large accruals of leave.

RESOLUTION**What decision is the Executive being asked to make?**

THAT the Executive receives and notes the reports on actions required to be done from the last meeting.

Moved: Mayor Miller

Seconded: Councillor Thurlow

Carried

8. BUSINESS WHICH ONLY REQUIRES THE EXECUTIVE TO RECEIVE AND NOTE INFORMATION**8.1 National Local Government Cultural Forum****Discussion**

Members noted that City of Darwin will be reporting cultural indicators for this financial year,

RESOLUTION

THAT the Executive receives and notes the report on the National Local Government Cultural Development Forum.

Moved: Mayor Jack

Seconded: Councillor Thurlow

Carried

8.2 LGANT Nomination for the Position of ALGA Vice-President**Discussion**

Members noted the report and wished the President well.

RESOLUTION

THAT the Executive receives and notes the report on the LGANT nomination for the position of ALGA Vice-President.

**LOCAL GOVERNMENT ASSOCIATION
OF THE NORTHERN TERRITORY**

Moved : Mayor Miller
Seconded: President Shaw
Carried

8.3 Streetlight Ownership Deed

Members were told that the draft streetlight ownership deed has been circulated to councils. Negotiations are being finalised with Power and Water through the working party. The next meeting of the working party is on Thursday 18 May 2016.

The deed must be completed and ratified by councils by 1 July 2016. LGANT will ensure that members are kept informed on the progress of this issue.

RESOLUTION

THAT the Executive receives and notes the report on transferring ownership of streetlights from the Northern Territory Government to local government.

Moved : Mayor Miller
Seconded: Alderman Haslett
Carried

9. PRESIDENT'S REPORT**10. BUSINESS FROM PREVIOUS MEETING THAT IS NOT YET FINISHED****10.1 Administration & Legislation Advisory Committee****Future Action**

Provide progress reports.

Discussion

Members noted the report.

10.2 The Transfer of Local Roads from the NT Government to Local Government**Future Action**

LGANT to continue to monitor and assist member councils wishing to pursue local roads of importance managed by Department of Transport.

Discussion

Members noted the report.

10.3 Land Development in the Northern Territory**Future Action**

The next meeting of the Uniform Subdivision Guidelines Management committee will be held on 23 May 2016.

Discussion

Members noted the report.

**LOCAL GOVERNMENT ASSOCIATION
OF THE NORTHERN TERRITORY**

10.4 Constitutional Recognition of Aboriginal and Torres Strait Islander Peoples**Future Action**

Follow up with councils if they have passed resolutions.

Discussion

There was discussion around who could present at the general meeting in regards to constitutional recognition of Aboriginal and Torres Strait Islander Peoples. LGANT will invite Senator Pat Dodson to do a presentation as well as a representative from Recognise.

ACTION

5. Send an invitation to Senator Pat Dodson and Recognise to present at the general meeting in November 2016.

10.5 Belyuen, Coomalie, Wagait Local Government Advisory Group**Future Action**

Provide progress reports.

Discussion

Members noted the report.

10.6 Draft Submission on the *Cemeteries Act***Future Action**

Monitor development of legislation once it is known.

Discussion

Members noted the report.

10.7 Financial Assistance Grants**Future Action**

Continue to pursue with councils the acknowledgement of FAGs funding in their annual reports and the identification of case studies and projects that FAGs are used for.

Discussion

Members noted the report.

10.8 Draft Darwin Regional Transport Plan**Future Action**

Await Government response and release of the final plan and compare LGANT's submission with it.

Discussion

Members noted the report.

10.9 Heavy Vehicle Task Force**Future Action**

Waiting for Department of Transport invitation on further follow up meetings.

Discussion

Members noted the report.

10.10 Waste Management Regional Projects**Future Action**

The next meeting of the Central Australian Waste Management Working Group will be held on 13 May 2016 and the Big Rivers Waste Management Working Group 20 May 2016.

Discussion

**LOCAL GOVERNMENT ASSOCIATION
OF THE NORTHERN TERRITORY**

Members noted the report.

10.11 National State of the Assets Report 2014

Future Action

Promote participation of member councils once details have been received by LGANT from ALGA.

Discussion

Members noted the report.

10.12 Establishing a Territory Wide Local Government Insurance Scheme

Future Action

Work on the development of an expression of interest to give to insurance brokers.

Discussion

Members noted the report.

10.13 Review of the *Local Government Act*

Future Action

Draft a response to the consultation paper.

Discussion

Members noted the report.

10.14 Nominations to the Heritage Council

Future Action

Await formal notice of appointment and alter records.

Discussion

Members noted the report.

10.15 Council Raising Own Source Revenue

Future Action

Follow up in accordance with FRG meeting outcomes.

Discussion

Members noted the report.

10.16 The Transfer of Barge Landings, Boat Ramps and Airstrips to Local Government

Future Action

Department of Transport will continue to update LGANT.

Discussion

Members noted the report.

10.17 Local Government Excellence Report Update

Future Action

Verbal update at this meeting on request. Provide further updates as required.

Discussion

Members noted the report.

10.18 Nominations to the NT Weeds Advisory Committee

Future Action

Awaiting response from the Minister.

Discussion

**LOCAL GOVERNMENT ASSOCIATION
OF THE NORTHERN TERRITORY**

Members noted the report.

10.19 2015-16 LGANT Budget Submission**Future Action**

Review response from the government on the release of its annual budget for 2016/17 and compare LGANT's submission with it.

Discussion

Members noted the report.

10.20 Submission to the Housing Strategy Consultation Draft**Future Action**

Await Government response and release of the final strategy and compare LGANT's submission with it.

Discussion

Members noted the report.

10.21 Draft Submission on the Oil and Gas Industry Development Strategy**Future Action**

Await Government response and release of the final strategy.

Discussion

Members noted the report.

10.22 LGANT Representation on External Committees**Future Action**

Await response from Departments responsible for the above committees.

Discussion

Members noted the report.

10.23 Anti-Corruption, Integrity and Misconduct Commission Inquiry**Future Action**

Await decision of the Government on the Inquiry.

Discussion

Members noted the report.

10.24 Community Champions**Future Action**

Business paper presented to Governance Reference Group for feedback on 12 May 2016. Follow up with OAA what action it has taken.

Discussion

Members noted the report.

10.25 Australian Local Government Women's Association MOU**Future Action**

Sign the MOU when it is convenient for the parties.

Discussion

Members noted the report.

10.26 Northern Territory Election Document**Future Action**

**LOCAL GOVERNMENT ASSOCIATION
OF THE NORTHERN TERRITORY**

Distribute as per decision of the general meeting.

Discussion

Members noted the report.

10.27 Balanced Environment Strategy Discussion Draft**Future Action**

Await final release of the strategy and compare with LGANT's submission.

Discussion

Members noted the report.

10.28 ALGA – Road Transport Advisory Committee Meeting**Future Action**

Develop a terms of reference and governance charter for regional road groups for consideration by the Executive to take back to EITRG meeting in October 2016.

Discussion

Members noted the report.

10.29 New Library Management System for NT Libraries**Future Action**

Provide progress reports.

Discussion

Members noted the report.

10.30 ALGA Federal Election Priorities for 2016**Future Action**

No further action required.

Discussion

Members noted the report.

10.31 Potential Boundary Changes to Local Government Areas**Future Action**

Provide feedback after next TOPROC meeting.

Discussion

Members noted the report.

10.32 Cancellation of CentrePay Deductions for Council Programs**Future Action**

LGANT to:

- canvas regional councils to ascertain the scope of the issue for Northern Territory councils, and
- contact the relevant Australian Government department and organise a meeting to discuss the issue with a view to devising a solution in which councils will not be subsidising these programs.

Discussion

Members noted the report.

10.33 Call for Council Resolutions on Street Lighting

**LOCAL GOVERNMENT ASSOCIATION
OF THE NORTHERN TERRITORY**

Future Action

Negotiate deed of agreement with Power and Water Corporation.

Discussion

Members noted the report.

10.34 Downgrading of Regional Media Communication**Future Action**

A progress report will be provided at the meeting.

Discussion

Members noted the report.

10.35 NO MORE Campaign**Future Action**

Follow up with councils their implementation of the resolution.

Discussion

Members noted the report.

RESOLUTION

THAT the Executive receives and notes the reports on business from previous meetings that is not yet finished.

Moved: Mayor Jack
Seconded: Alderman Haslett
Carried

11. BUSINESS NOT YET FINISHED BUT INACTIVE - Nil

12. MEMBERS QUESTIONS - Nil

13. GENERAL BUSINESS - Nil

14. COMPLETED BUSINESS

RESOLUTION

THAT the Executive approves the removal of items of completed business from the agenda for the next meeting.

Moved: Mayor Miller
Seconded: Councillor Sharman
Carried

15. CONFIDENTIAL BUSINESS

16. NEXT MEETING

The next meeting of the LGANT Executive will be held on Tuesday 28 June 2016 at 10:00am in the LGANT Boardroom.

THERE BEING NO FURTHER BUSINESS, THE MEETING CLOSED AT 11:10am.

17. LIST OF ACTIONS FROM THE MEETING

ACTIONS
1. The CEO to circulate the amended submission to Executive members.
2. Remove <i>'the importance of it and the rush before the Northern Territory election to consider it'</i> from point 1 in the submission.
3. LGANT to send out a media release next week – <i>LGANT's concern around amendments to the Planning Act.</i>
4. LGANT to promote the availability of Airnorth services to meeting delegates.
5. Send an invitation to Senator Pat Dodson and Recognise to present at the general meeting in November 2016.

ITEM NUMBER: 12.3.3

**Professional Development Allowance 2015/16 –
Alderman Carter**

FROM:

Chief Executive Officer

REPORT NUMBER:

8/0911

MEETING DATE:

21 June 2016

Municipal Plan:

4. Governance & Organisation

4.3 People

We value our people, and the culture of our organisation. We are committed to continuous improvement and innovation whilst seeking to reduce the costs of Council services through increased efficiency

Summary:

Alderman Carter requested to utilise his 2015/16 Professional Development Allowance to attend the 2nd Annual Cloud Services in Local Government Summit being held in Sydney on 26 – 28 July 2016.

Alderman Carter's request has been approved by the Chief Executive Officer and details of the summit have been provided to Council for information.

RECOMENDATION

THAT Council receives Report Number 8/0911.

Background:

The Elected Members Benefits and Support Policy supports the attendance of Elected Members at appropriate and relevant conferences or training courses which sustain the professional competence of members.

General:

The '2nd Annual Cloud Services in Local Government Summit, strengthening council performance through strategic integration', will provide insightful case studies on the potential benefits of switching to a cloud by default service.

It will also explore topics surrounding how to integrate and consolidate systems, governance and complex, security and data sovereignty, business continuity processes and change management. A copy of the conference brochure has been attached for information.

Financial Implications:

Elected Members Professional Development Allowance is set at \$3,635.50 for the 2015/2016 financial year. Alderman Carter has not utilised any of his allowance this financial year.

The following will be covered by Alderman Carters Allowance:-

Registration (<i>early bird discount, booked before 27 May 2016</i>)	\$1,758.90
Flights	\$1,005.00
Accommodation	\$ 776.00
Total	<u>\$3,539.90</u>

Legislation/Policy:

EM02 – Elected Members Benefits and Support Policy

4.1.3 Professional Development Allowance is paid to members to attend appropriate and relevant conferences or training courses which sustain the professional competence of members. Prior approval from the CEO is required to access this allowance.

Recommending Officer: Ricki Bruhn, Chief Executive Officer

Any queries on this report may be directed to Ricki Bruhn, Chief Executive Officer on telephone (08) 8935 9902 or email ricki.bruhn@palmerston.nt.gov.au

Schedule of Attachments:

Attachment: Brochure - 2nd Annual Cloud Services in Local Government Summit

2nd Annual Cloud Services in Local Government Summit

Strengthening council performance through strategic integration

26th - 28th July 2016 | Doltone House Hyde Park, Sydney

Pay for one event and attend both
Co-Located with The Future of Public Sector Digitisation Summit

Key Speakers:

 Mark Stone , Director of Transformation & IT, Enfield Council UK 	 Channa Jayasinha , Chief Information Officer, Wellington City Council NZ 	 Colin Fairweather , Chief Information Officer, City of Melbourne	 Richard McManus , Chief Information Officer, Warringah Council
 Fresia Segovia , Chief Information Officer, Hurstville City Council	 Nabil Saleh , Chief Information Officer, Woollahra Council	 Jim Barclay , Chief Information Officer, Logan City Council	 Peter Auhl , Chief Information Officer, Adelaide City Council
 Brian Beswick , Chief Information Officer, Sunshine Coast Council	 David Brooker , Chief Operation Officer, Mackay Regional Council	 Dr Suresh Hungenahally , Former Chief Information Security Officer, Department of State Development, Business and Innovation VIC	 Jan Uys , Former ICT Director, Shire of Campaspe
 Ben Dornier , Director – Corporate and Community Services, City of Palmerston	 Stephen Fernando , Acting Director – Organisational Services, Mackay Regional Council	 Rahul Dutta , Technology Head – OneGov, Department of Finance, Services & Innovation NSW	 Carlos Loureiro , Head of ICT, Marrickville City Council
 David Bellchambers , Head of IT, City of Boroondara	 Matthew O'Sullivan , Head of IT, Snowy River Shire Council	 Malcolm Lewis , Head of Finance, Baw Baw Shire Council	 Jeff Tendero , Manager – ICT Strategy and Architecture, Brisbane City Council
 Nathan Rogers , Chief Information Officer, Manly City Council	 Chris Weber , Manager – Business Systems and Solutions, Tamworth Regional Council	 Doris Hajszan , ICT Manager, Mount Barker District Council	 David Jackson , Manager – Information Services, Cardinia Shire Council
 Colin Price , Manager – Information Services, Scenic Rim Regional Council	 Brian Dollery , Director, Centre for Local Government	 Jon Dawes , National Presales Manager, VMtech	

Gold Sponsors:



Silver Sponsor:



Exhibitors:



Proudly Supported by:



Media Partners:



WELCOME FROM THE CHAIR



Dear friends and colleagues,

Each year, two competing demands are required of us - to tighten our belts, and to deliver innovative technology solutions which meet the needs of staff and constituents. This is unlikely this will change in the near term, and with aging legacy systems and infrastructure across our sector we are not well situated to deliver the apps, real time information and social innovations our residents expect, let alone the big data analytics and smart city solutions many of us wish we could.

In this context, it is my pleasure to invite you to the 2016 Cloud Services in Local Government Conference. While each of our councils is unique, the strength of the local government industry in Australia has long been the willingness to share and gather experience to the benefit of us all. This conference will be no different, as we explore themes designed to assist us in leveraging cloud technology to deliver better outcomes for our staff and residents. We are excited to provide quality speakers, and are certain that the presentations, networking and discussions will engage participants long after the final speaker.

Come learn more about how cloud adoption, within your organisation can be the tool necessary to break the deadlock between increasing expectations and dwindling budget. I look forward to great conversations, 'ah-hah' moments and meeting new and old colleagues. I hope to see you there!

Best regards,
Ben Dornier
City of Palmerston

“Helping agencies make the move to cloud services is another way we are making sure the Government can provide high quality services in the most efficient ways.”

– The Hon. Dominic Perrottet, NSW Minister for Finance and Services

OVERVIEW

Akolade's 2nd Annual Cloud Services in Local Government will provide insightful case studies on the potential benefits of switching to a cloud by default service. It will also explore pertinent topics surrounding how to integrate and consolidate systems, governance and compliance, security and data sovereignty, business continuity processes and change management.

Previously local government have been slow adopters of cloud computing due to three barriers; limited budget, having the right systems and infrastructure in place and lack of skilled staff to manage the system. However due to the changing expectations of community and new operational demands, local councils are turning to cloud technology as an alternative to help deliver services.

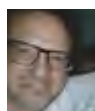
Advisory Panel:



Richard Host, Group Chief Information Officer,
Department of Finance and Services, NSW



Ben Dornier, Director – Corporate and Community Services,
City of Palmerston



Matthew O'Sullivan, Head of IT, Snowy River Shire Council



David Bellchambers, Head of IT, City of Boroondara

This conference will address:

- Driving transformational change in amalgamated councils
- Consolidate systems to drive efficiency
- Choosing the right systems to fit your organisation
- Leveraging cloud services to improve ROI
- Assessing data sovereignty and security risks
- Future-proofing your business continuity and disaster recovery plans

This conference will bring together organisational leaders from local councils in the following roles:

- Corporate Services Directors
- Chief Information Officers
- General Managers – IT/ICT/IS
- Business Improvement Manager
- Head of Business Transformation
- Head of Information Management
- Technical Services Managers
- GIS Managers/Officers
- Enterprise Architect Managers
- Records Managers

CONFERENCE DAY ONE | TUESDAY, 26TH JULY 2016

8:50 Opening remarks from the Chair
Ben Dornier, *Director – Corporate and Community Services, City of Palmerston*

THE FUTURE OF LOCAL GOVERNMENT IN THE DIGITAL AGE


9:00 Accelerating cloud innovation in government

- Building a community app cloud
- Helping businesses create and deliver digital services
- Sustaining and growing the modern digital platform
- Defining success for public services in the digital age

Rahul Dutta, *Technology Head – OneGov, Department of Finance, Services & Innovation NSW*

9:30 INTERNATIONAL CASE STUDY
Creating the 6th largest single tier council in England

- Integrating 5 councils as a new 'one council' approach
- Achieving performance improvement and cost reduction
- Developing council's operational design and integrated delivery within communities
- Migrating Enfield's IT to the Microsoft Azure Cloud platform

Mark Stone, *Director of Transformation & IT, Enfield Council UK* 

LESSONS LEARNT FROM AMALGAMATIONS

10:00 CASE STUDY
Lessons learnt from an amalgamated council

- How to ensure financial sustainability in an amalgamated organisation
- Creating cost-savings in delivery while maintaining, or improving, the quality of service
- What to do both before and after the fact

Chris Weber, *Manager - Business Systems and Solutions, Tamworth Regional Council*

10:30 Morning tea

11:00 PANEL DISCUSSION
How an integrated IT system would work within amalgamated councils

- How will the issues of information management and data security be managed
- Knowing what data to keep
- Where is the system going to run from?
- How do we access the data?
- Who is going to work the system?
- How do we consolidate the data and systems?

Panelists:

Richard McManus, *Chief Information Officer, Warringah City Council*

Fresia Segovia, *Chief Information Officer, Hurstville City Council*

Carlos Loureiro, *Head of ICT, Marrickville City Council*

Nathan Rogers, *Chief Information Officer, Manly City Council*

11:40 Municipal mergers in Australian local government: common processes and common outcomes

- Australian forced merger programs follow a common pattern
- Evidential basis for mergers improving council efficiency, effectiveness and financial viability is weak
- Outcomes of forced merger programs have not met expectations

Brian Dollery, *Director, Centre for Local Government*

ICT STRATEGY INTEGRATION

12:10 CASE STUDY
Using cloud services to improve sustainable service delivery for communities

- Maintaining and improving services using cloud systems
- Preparing for change and process improvements
- Embedding an ICT strategy into organisational practice

Colin Fairweather, *Chief Information Officer, City of Melbourne*

12:40 CASE STUDY
Transitioning to the cloud to drive business performance

- Developing a comprehensive roadmap for delivering ICT shared services
- Gaining buy-in from councils around Wellington, all over a 2 year period
- Moving core applications and data to an offshore cloud

Channa Jayasinha, *Chief Information Officer, Wellington City Council NZ* 

1:10 Lunch

2:10 PANEL DISCUSSION
How to align systems and processes to meet reform standards

- How the council consolidated systems down to a single platform
- Designing organisational processes to align with reforms
- Using standard software to avoid expensive upgrades

Panelists:

Peter Auhl, *Chief Information Officer, Adelaide City Council*

Malcolm Lewis, *Head of Finance, Baw Baw Shire Council*

Mark Stone, *Director of Transformation & IT, Enfield Council UK* 

Chris Weber, *Manager - Business Systems and Solutions, Tamworth Regional Council*

2:40 CASE STUDY
Implementing ICT as a service into your business strategy

- Managing services such as service desk, messaging, file and print services
- Moving towards SaaS/laaS or PaaS
- Outlining the benefits realised and key learnings

Jan Uys, *Former ICT Director, Shire of Campaspe*

3:10 CASE STUDY
Secure your path to Hybrid Cloud

- How a hybrid approach can support amalgamations
- Determining the best platform for your key services
- Security models to support cloud transformation
- How to address legacy applications

Jon Dawes, *National Presales Manager, VMtech*

3:40 Afternoon tea

CHOOSING THE RIGHT SYSTEMS TO DELIVER SERVICES

4:00 CASE STUDY
Delivering innovative solutions across council

- Technical leadership within the data and technology team
- Customer centric integrated business systems
- Engaging the business partners to provide better value and efficient services to the community

Peter Auhl, *Chief Information Officer, Adelaide City Council*

4:30 CASE STUDY
Delivering better services and enabling the agile and mobile organisation through cloud

- The digital age and mobile organisation through cloud
- Enabling field staff to deliver timely service via cloud systems
- Encouraging transparency through open communication and data

Brian Beswick, *Chief Information Officer, Sunshine Coast Regional Council*

5:00 End of conference day one

5:05 Cocktail networking function



CONFERENCE DAY TWO | WEDNESDAY, 27th JULY 2016

8:50 **Opening remarks from the Chair**
Ben Dornier, Director – Corporate and Community Services, City of Palmerston

BUSINESS CONTINUITY, RISK MANAGEMENT AND DISASTER RECOVERY PROCESSES

9:00 **CASE STUDY**
Transforming work practices through the digital delivery of services

- Increasing efficiency, transparency and flexibility for users
- Realising the benefits of cloud technologies including data retrieval and storage
- Developing mobile field capture applications

Jim Barclay, Chief Information Officer, Logan City Council

9:30 **CASE STUDY**
Migration, business expansion and disaster recovery within cloud based systems

- Overcoming challenges involved with enterprise disaster recovery
- Discovering new cost effective disaster recovery coverage
- Migrating to the cloud

Ben Dornier, Director – Corporate and Community Services, City of Palmerston NT

10:00 **CASE STUDY**
Transitioning to the cloud and beyond

- Determining your support structure through strategy and culture
- Improving service delivery and understand what needs to change
- Ensuring business continuity when using cloud services

Colin Price, Manager – Information Services, Scenic Rim Regional Council

10:30 **Morning tea**

10:50 **CASE STUDY**
Leveraging cloud technology to manage disaster recovery plans

- Transitioning to an innovative approach
- A hybrid model
- Managing data sovereignty

Doris Hajsan, ICT Manager, Mount Barker District Council

INTEGRATING SYSTEMS FOR SUSTAINABLE SERVICE DELIVERY

11:20 **CASE STUDY**
Aligning local government processes in the new system

- Implementing a default version of a complete single vendor-based local business systems
- Reviewing current business activities to save time and money
- Defining a standard local government corporate system

Matthew O'Sullivan, Head of IT, Snowy River Shire Council

11:50 **CASE STUDY**
Upgrading IT systems and stripping inefficiencies out of internal processes

- Business process mapping
- Embracing cloud systems and winning buy in through open communication
- Driving cultural change

David Bellchambers, Head of IT, City of Boroondara

SHARED SERVICES

12:20 **CASE STUDY**
Integrating shared services as an alternative model

- Creating cost savings in service delivery
- Using technology to maintain and improve the quality of service delivery
- Shared services for financial sustainability

Malcolm Lewis, Head of Finance, Baw Baw Shire Council

12:50 **Lunch**

1:50 **WORLD CAFÉ**
How to sell the need for change and gain executive buy in
Facilitator:
Ben Dornier, Director – Corporate and Community Services, City of Palmerston
Assessing the risks in outsources IT contracts
Facilitator:
David Bellchambers, Head of IT, City of Boroondara

2:20 **CASE STUDY**
Consolidating systems and shared services to drive efficiency

- How the council consolidated systems down to a single platform
- Designing organisational processes according to the system to maximise its impact
- Using standard software to avoid expensive upgrades

Nabil Saleh, Chief Information Officer, Woollahra Municipal Council

2:50 **Afternoon tea**

CLOUD ANALYTICS

3:10 **CASE STUDY**
Facilitating Big Data and analytics in the cloud

- Estimating your Big Data & analytics projects
- Servicing the needs of your existing infrastructure
- Delivering flexibility, scalability and speed of response required for your projects

Stephen Fernando, Acting Director – Organisational Services, Mackay Regional Council
David Brooker, Chief Operation Officer, Mackay Regional Council

CHANGE AND TRANSFORMATION MANAGEMENT

3:40 **CASE STUDY**
The future role of the Chief Information Officer and team in an as-a-service world

- Lessons and thoughts on the transformation from a service provider to a service broker and integrator
- What are the impacts on staff and skills
- How might the role of the Chief Information Officer change

Jeff Tendero, Manager – ICT Strategy and Architecture, Brisbane City Council

4:10 **CASE STUDY**
Investing in preparation – be careful of the hype

- Undertaking a cloud readiness project
- Implementing a strategic and structured approach to long term sustainability and transformation
- Examining an organisation's capabilities and resources to ensure a successful cloud transition
- Understanding the benefits and aspirations of a move to Cloud

David Jackson, Manager – Information Services, Cardinia Shire Council

DATA STORAGE WITHIN CLOUD

4:40 **CASE STUDY**
How to store sensitive information on an external cloud

- Delving into the council's adoption of the public cloud
- Discovering the potential of cloud services
- Gaining executive buy in towards cloud services implementation

Dr Suresh Hungenahally, Former Chief Information Security Officer, Department of State Development, Business and Innovation VIC

5:10 **End of conference day two**

POST CONFERENCE WORKSHOPS | THURSDAY, 28th JULY 2016

9:00AM – 12:00PM

How to assess beyond your ICT business strategy implementation

A

Success or failure of government ICT depends on greater business preparedness, competency in change management and effective process re-engineering. This workshop will delve into the importance of using ICT that enables delegates to deliver change and strengthen governance.

In this workshop, delegates will learn:

- Using digital channels to interact with key stakeholders to improve service
- Improving the ability of government to efficiently share and analyse information between councils
- Leveraging up to date information about the financial, service and business performance to drive improved decision making and effective and efficient service delivery



Facilitated by:

Mark Stone,
Director of Transformation & IT,
Enfield Council UK

Mark has successfully led customer focused transformation programmes across central and local government as well as the Police. He has also delivered several unitary transition programmes – creating new councils that better respond to customer demand and improve efficiency.

1:00PM – 4:00PM

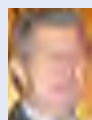
B

How to successfully embed new processes into your organisation's culture and change management

In today's business environment, change is an imperative. A change management approach such as this can help companies enhance their overall transformation capability, increase the speed of implementation, and improve the probability of success.

In this workshop, delegates will learn:

- The importance of defining the change vision from the outset and having the end result in mind
- How to develop a structured change management program
- Identifying who the change will affect and communicating the change to the key stakeholders
- Reinforcing the processes and coaching management to support and on-board the change



Facilitated by:

Chris Fripp,
Director,
Relevancy Consulting

Chris is the Director Records and Information Management with Relevancy Pty Ltd and is offering fresh insight and a passion for innovation and encouraging professionalism within the industry.

WHO SHOULD ATTEND:



TESTIMONIALS:

“Very good; great networking opportunity; always good to hear how others are addressing the issues we all face.”

– Manager, Information Services, Scenic Rim Regional Council

“I found the conference to be informative, interactive and ultimately very useful for my role. The facilities were great and I would not hesitate to attend another conference run in the same manner.”

– Information Manager, City of Albany

REGISTRATION FORM – GOV24

Pay for one event and attend both
Co-Located with The Future of Public Sector Digitisation Summit

REGISTRATION FEE <small>ALL PRICES ARE EXCLUDING GST</small>	EARLY BIRD DISCOUNTS <small>Register & book before</small>					STANDARD PRICE
	18 March 2016	8 April 2016	6 May 2016	27 May 2016	16 June 2016	

Government Prices:

Conference Only	\$1,299	\$1,399	\$1,499	\$1,599	\$1,699	\$1,799
Conference Plus 1 Workshop <input type="checkbox"/> A or <input type="checkbox"/> B	\$1,899	\$1,999	\$2,099	\$2,199	\$2,299	\$2,399
Conference Plus 2 Workshops	\$2,199	\$2,299	\$2,399	\$2,499	\$2,599	\$2,699

Solution Provider Rates:

Conference Only	\$3,899	\$3,899	\$3,899	\$3,899	\$3,899	\$3,899
-----------------	---------	---------	---------	---------	---------	---------

SAVE! Choose between:

1: **EARLY BIRD DISCOUNT.** Register and pay by a deadline indicated above to achieve up to 20% SAVINGS on the Standard Rate. Registrations received without payment are ineligible for an Early Bird Discount and will be charged at the Standard Rate.

2: **TEAM DISCOUNT.** (i) Register 3 delegates and receive 15% DISCOUNT off the standard price
(ii) Register 4 delegates and receive the 5th TICKET FREE off the standard price

For large group bookings, please email registration@akolade.com.au to receive a quote

All group registrations must be from the same company, at the same time and for the same event.

Registrants must choose between the most advantageous discount option.

Only one discount scheme applies

DELEGATE DETAILS (Please complete in black letters)

Today's date: / /

Name	DELEGATE 1		
Job Title			
Phone		Email	
Name	DELEGATE 2		
Job Title			
Phone		Email	
Name	DELEGATE 3		
Job Title			
Phone		Email	
Company			
Postal Address	PO BOX/STREET ADDRESS		
	CITY	STATE	POSTCODE

EASY PAYMENT OPTIONS

ABN 96 149 066 991

☐ EFT: Transfer your payments to Akolade Pty Limited at Commonwealth Bank of Australia BSB 062 099 Account No. 1068 5915. Please quote GOV24 on the EFT.

☐ CHEQUE: Please make out cheque to Akolade Pty Limited. Please quote GOV24 on the cheque.

☐ CREDIT CARD: Please charge my ☐ VISA ☐ *DINERS ☐ MASTERCARD ☐ *AMEX
 * A credit card fee of 2.5% will apply for Diners or Amex in the amount of \$_____

Card No: Expiry Date: /

Card holder's Name: _____ Signature: _____

5 EASY WAYS TO REGISTER

Phone: 61 2 9247 6000

Fax: 61 2 9247 6333

Email: registration@akolade.com.au

Online: www.akolade.com.au

Mail:
Akolade Pty Ltd
Level 11, 155 Castlereagh Street,
Sydney, NSW 2000,
Australia

DATES & VENUE

SYDNEY

26th – 28th July 2016,
Doltone House Hyde Park, Sydney
3/181 Elizabeth Street,
Sydney, NSW 2009
Australia
+61 2 8571 0622

VIP CODE

IMPORTANT NOTICE: Attendance will only be permitted upon receipt of full payment. Please note that the programme and speakers are subject to change without notice. If the venue changes, you will be notified. Akolade will not be responsible for any event re-scheduled or cancelled.

CANCELLATION POLICY: Should you be unable to attend, a substitute delegate is always welcome at no extra charge. Akolade regrets that no cancellations will be refunded, conference documents, however, will be sent to the delegates. For an event cancelled by Akolade, registration fees are fully refundable. Akolade will not be responsible for any event alterations, re-schedules, or cancellations.

PRIVACY POLICY: Please note that a portion of the data for this mailing was supplied by third party sources. If you would no longer like to receive promotional mail from Akolade, please opt-out by confirming in writing and forwarding your letter to marketing@akolade.com.au. Please note all opt-out requests will be processed within 30 business days from the date of receipt.

ITEM NUMBER: 13.1.1 Fencing of Playgrounds

FROM: Director of Technical Services

REPORT NUMBER: 8/0907

MEETING DATE: 21 June 2016

Municipal Plan:

1. Community & Cultural Wellbeing

1.4 Recreation

1.4 We are committed to providing quality recreation and sporting facilities, parks, gardens, playgrounds and open spaces for the benefit of our community.

Summary:

At the ordinary Council meeting held on 17 November 2015 Council resolved:

THAT Council conduct a level 1 consultation with Palmerston families in 2016, in regards to fencing and partial fencing of some Palmerston playgrounds in our parks.

CARRIED 8/1764-17/11/2015

The following report presents and discusses the results of a survey of Palmerston residents regarding the fencing of playgrounds.

RECOMENDATION

1. THAT the Council receives Report Number 8/0907.
2. THAT a playground risk management policy be developed and all playgrounds be assessed against the future policy.
3. THAT improvement works required to address the risks identified by the future playground risk management policy be costed and brought back to Council for budget consideration.

General:

Council undertook a level 1 consultation on the question of whether isolation fencing should be included in playground design. **Attachment A.** In order for residents to understand the cost implications of such an initiative indicative costing was included in the advertising material.

Advertising took place over a three (3) week period between 29 April and 20 May 2016.

The survey was available on Council's website between 29 April and 20 May 2016 and advertised in the NT News on 30 April 2016. The matter appeared on the Mayor's radio spot on Territory FM on 28 April and the 5 & 19 May 2016. In addition to radio and internet the survey was advertised in the Mayor's Palmerston Sun column and on Facebook and Twitter.

A total of 13 responses were received. A summary of the responses is provided at **Attachment B.**

The sorts of dangers that are perceived by the respondents include:

- Traffic on neighbouring streets
- Water in nearby lakes and drains
- Dogs
- Strangers

Of the ten responses received from Palmerston residents seven considered fencing was necessary and 3 considered it an unwanted expense.

From the responses received that support fencing it appears that the overwhelming comment is that fencing is required where playgrounds are located near roads and water.

While four respondents considered nearby traffic and water as being dangers worth mentioning they did not clearly define how far "nearby" was. **Attachment C** is an indication of the current distance from playgrounds to major roads.

To address the question of proximity to hazards staff have sourced a rating system, **Attachment D**, developed by Berrigan Shire Council utilising advice from the Statewide Mutual Best Practise Manual For Playgrounds, that examines a series of criteria including traffic and water hazards. The model has been applied to council playgrounds adjacent to major roads and within 30m of a hazard. The results are in **Attachment E** along with the Facility Risk Rating and the recommended control/mitigation measures of the Berrigan Shire policy.

As can be seen by the results only one park appears to carry a risk that requires physical barriers. Staff believe that by closing off the existing park access directly from Woodlake Boulevard and establishing a suitable landscaped barrier the risk can be adequately addressed.

Despite quite extensive advertising the response from the community was quite limited. It is noted that 3 of the 13 responses have been submitted from residents of the City of Darwin. This further highlights the reach of the consultation. Despite being from our neighbouring council area the comments submitted are still considered valid.

Financial Implications:

Nil at this time.

Legislation/Policy:

It is proposed that council develop a Playground Risk Management Policy

Recommending Officer: Mark Spangler, Director of Technical Services

Any queries on this report may be directed to Mark Spangler, Director of Technical Services on telephone (08) 8935 9958 or email mark.spangler@palmerston.nt.gov.au

Schedule of Attachments:

- Attachment A: Playground Fencing Survey form
- Attachment B: Summary of Survey responses
- Attachment C: Preliminary Estimate for Fencing Cost of Park (showing distances from playgrounds to major roads)
- Attachment D: Playground Management Policy – Berrigan Shire
- Attachment E: Risk ratings for sample Palmerston playgrounds

PLAYGROUND FENCING SURVEY

Feedback Form

CONTACT DETAILS

Name:

Contact Number:

Address:

Suburb (mandatory):

SURVEY QUESTIONS

Q1:

Do you think playgrounds should be fenced?

Yes ☐No ☐If you answered Yes which ones? *(All or particular playgrounds)*

Q2:

What hazards do you think a fenced playground would protect children from?

Q3:

What other advantages do you consider fencing playgrounds provides?

Q4:

Do you have any other comments that you'd like to make regarding this matter?



ATTACHMENT B

Playground Fencing Survey						Suburb:
Q1.	Do you think playground should be fenced?	Yes	No			
	If answered Yes, which ones? (All or particular playgrounds)					
Yes	It depends where they're located, say if it's near a road then of course. I don't really think it's necessary though.					Coconut Grove
Yes	Ones close to roads/waters.					Woodroffe
Yes	All.					Woodroffe
No	It should be parents responsibility to ensure kids play safely at parks, only parks that should have some sort of barrier are those close to a busy road. I am not aware of any park that needs a fence.					Durack
Yes	Water gardens, Foreshore (near beachfront hotel), East Point.					Alawa
No						Bakewell
Yes	All playgrounds that are near a road, they at least need fences so that children do not have a straight line to the road.					Moulden
Yes	Pretty Park in Driver (very close to road) - not the whole park but the sections closest to the road. Having one or two other parks on top of the one fenced in Zuccoli would give parents more choice.					Bellamack
No	None, it's the parents responsibility to watch their children when playing in playgrounds. The huge open drains in Palmerston are more of a danger than unfenced playground.					Woodroffe
Yes	All - especially near roads.					Rosebery
Yes	All and I believe they should also have at least a shade sail, considering the temperatures up here in the NT.					Rosebery
Yes	Parks near busy roads and water should be fenced. Not all parks need fencing, it just depends on the parks location.					Woodroffe
Yes	Ideally playgrounds near water or fairly busy roads should be fully fenced. Popular, busy, or new playgrounds should be all fenced. Other playgrounds could have a semi fence along say a carpark (similar to Anula playground) which would provide some safety.					Karama
Q2.	What hazards do you think a fenced playground would protect children from?					
	It could protect children and parents from oncoming strangers that look suspicious and shouldn't be there.					Coconut Grove
	Kids running to road/dogs unwelcome.					Woodroffe
	Road, cars, dogs.					Woodroffe
	Unable to type in this box.					Durack
	Water and roads					Alawa
	None.					Bakewell
	Running into traffic, and if fully fenced, dogs.					Moulden
	Running onto the road is the main concern.					Bellamack
	Lazy parents!					Woodroffe
	Roads/dogs/strangers.					Rosebery
	When you have multiple children at once, then at least they can't run outside that perimeter. Like myself, I have twins that try to go off in different directions and 2 other children.					Rosebery
	Being hit by a car, drowning and dog attacks. My son and I and another family were chased by a dog at Marlow Lagoon playground. We have also been attacked 3 times whilst walking our dogs. I think it's great dogs are allowed at kids parks but we need some protection from the roaming dogs. It is a real problem.					Woodroffe
	I am a mother to 5 year old, twin 3.5 yr olds and 4th baby due in a few weeks. For any mother of multiples it can be very challenging to supervise children, especially when they go different directions. Main hazards would include roads and water. As one member recounted when her twins were about 18 months old. Mum was there on her own and one twin was heading straight towards a busy road and the other twin was about to fall off the play equipment, she had to decided who to help! A fence would have solved this drama from arising.					Karama
Q3.	What other advantages do you consider fencing playgrounds provides?					
	None					Coconut Grove
	Safety for parents, safety for kids.					Woodroffe
	Safety, peace of mind for parents.					Woodroffe
						Durack
	It would allow parents to relax and enjoy playgrounds knowing their children are safe.					Alawa
	None. Fencing will eliminate the convenience of 360 degree access that parents and children enjoy. The fencing of playgrounds will imply to the children that they are not to be trusted and have to be fenced in which goes against the adage that 'kids need to be kids' and let them explore the outside world in all it free glory. I can also see a lot of new pool owners sneaking a few fence panels away or vandalism leading to massive ongoing (continued to Q4.)					Bakewell
	They could be locked if out of order. Having them fenced though may encourage some parents to not supervise their children, relying on the fencing to keep them in.					Moulden
	A chance for children to be independent in their play. We don't need helicopter parents in the playground. Children rarely get the freedom to be "out from the watchful eyes" of paranoid parents (and are judged unfairly when they are). This is a great idea of Council.					Bellamack
	Free babysitting, parents can let their kids into the playgrounds and then go off and do their own thing.					Woodroffe
	Ability to contain children. Keep out dogs.					Rosebery
	Also I believe it would keep kids protected from stray/roaming animals from attacking.					Rosebery
	I think a fenced playground would encourage more families to take their kids to the park. Supervising more than 1 child at a park near a busy road or water can be stressful and deters some families from going unless they have help. I have seen many stressed parents trying to keep their kids safe at parks. Also stops stray dogs wandering in.					Woodroffe
	Relieves an anxious mum who has twin or triplet toddlers that her children are safe. Also can keep dogs and other animals out of the playground area (that could cause harm to children).					Karama
Q4.	Do you have any other comments that you'd like to make regarding this matter?					
	None.					Coconut Grove

ATTACHMENT B

	None.	Woodroffe
	There is a huge benefit to having all playgrounds fenced, particularly for parents with multiple children. It eliminates (with self-closing gates) or at least greatly reduces the risks of children leaving the park without parents being aware.	Woodroffe
	Who will be responsible for managing the replacement of the fence? What would the cost be associated from vandals, I think your priority should be manage other hazard areas such as drains and what is the council doing to prevent the children from playing or drowning in the drains? To me this is more of a priority. Council should be doing more to improve the facility at parks with shade structures (ran out of room to finish answer).	Durack
	One child is easy to look after but trying to keep an eye on two or three small children (especially if they are runners) is very difficult. I could not take my twins to open parks for about 18 months as they would both bolt in different directions.	Alawa
	(continued from Q3.) repair, replacement costs. Having a fence enclosing the playgrounds will be an eyesore in all parks making them less aesthetically pleasing. Why is controlling human behaviour to the point of telling families where they can or cannot enter their rates maintained playgrounds be any concern to a local council? Just maintain the playgrounds as per our millions of dollars in rates deem you do and leave the social conditioning behind.	Bakewell
	Can you please put adult exercise equipment next to some children's playgrounds so I can work out whilst my children play! (They are a little older and don't need my constant help).	Moulden
	Can the council please do its best to not just consult but also educate people about the benefits of student independent play? At least giving the community more than just a "what do you think" approach would show leadership rather than reactionary governance.	Bellamack
	This is an absolutely ridiculous idea and our rates money could be better spent. Stop letting parents get away with not taking responsibility for their own children.	Woodroffe
	No.	Rosebery
		Rosebery
	I think we would have more relaxed families if we had fences. We all know the benefits of play time at a park, for both kids and carers but when you add water & traffic these activities can seem more stressful than staying at home. Fences would encourage families outdoors more, we could have fitness classes while kids play safely.	Woodroffe
	Our club chose to hold its largest Multiple Birth Awareness week family fun day at the Zuccoli Park in March 2016 (over 200 people attended). The number one reason we held it at this location was because of the playground being fully fenced and offered member that peace of mind that their children were safe. If you would like any further input or comments from our club members please do not hesitate to contact us. Our members are based through the Northern Territory including Darwin, Palmerston, rural, Katherine region and Alice Springs.	Karama

ATTACHMENT C

PRELIMINARY ESTIMATE FOR FENCING COST OF PARK

S.No	Suburb	Park Name	Arterial, Sub Arterial, Primary Collector	Address	Playground Perimeter (m)	Distance to the Main Road (m)	Galvanised standard safety fence	Average Fence Price		
								Option 1: Chainmesh with top and bottom rail 1.2m high	Option 2: Roll top galvanized fencing - ARC pool	Option 3: Steel loop top fencing Colorbond or similar
1	Driver	Pretty Park	Dwyer Ave Fairway Dve	60 Dwyer Circuit	85	10	25,795.00	\$ 10,168.13	\$ 11,823.75	\$ 19,114.38
2	Durack	Flinders Park	Woodlake Bvd	10 Adelaide Place	50	10	23,338.33	\$ 5,981.25	\$ 8,700.00	\$ 11,243.75
3	Gunn	Buckingham	Gosse Circ	17 Gosse Circuit	100	10	8,598.33	\$ 11,962.50	\$ 9,262.50	\$ 22,487.50
4	Gunn	Gager	Lakeview Bvd	22 Lakeview Boulevard	50	10	15,968.33	\$ 5,981.25	\$ 7,125.00	\$ 11,243.75
5	Zuccoli	Hawker	Hawker St	20 Hawker Street	105	10	-	\$ 12,560.63	\$ 7,796.25	\$ 23,611.88
6	Gunn	Kintore	Gunn Cres	19 Kakadu Parade	85	15	20,881.67	\$ 10,168.13	\$ 10,773.75	\$ 19,114.38
7	Johnston	George Park	Farrar Bvd	227 Farrar Boulevard	95	20	18,425.00	\$ 11,364.38	\$ 10,991.25	\$ 21,363.13
8	Johnston	Eagle	Temple Tce	186 Temple Terrace	40	20	18,425.00	\$ 4,785.00	\$ 6,907.50	\$ 8,995.00
9	Bakewell	Patterson	Maurice Trce	84 Maurice Terrace	95	25	12,283.33	\$ 11,364.38	\$ 9,678.75	\$ 21,363.13
10	Bellamack	Sister Frederick Mangan	Flynn Circ	59 Flynn Circuit	110	25	24,566.67	\$ 13,158.75	\$ 13,417.50	\$ 24,736.25
11	Bellamack	Father Gerrie Remie	Flynn Circ	161 Flynn Circuit	125	25	12,283.33	\$ 14,953.13	\$ 11,906.25	\$ 28,109.38
12	Durack	Willing Park	Packard Ave	14 Willing Crescent	45	30	23,338.33	\$ 5,383.13	\$ 8,328.75	\$ 10,119.38
13	Farrar	Phyllis Uren Park	Farrar Bvd	43 Farrar Boulevard	55	30	27,023.33	\$ 6,579.38	\$ 9,858.75	\$ 12,368.13
14	Johnston	Marshall	Marshall road	50 Marshall Street	55	30	24,566.67	\$ 6,579.38	\$ 9,333.75	\$ 12,368.13
15	Durack	Pritchardia Park	Woodlake Bvd	1 Pritchardia Circuit	35	40	9,826.67	\$ 4,186.88	\$ 4,698.75	\$ 7,870.63
16	Johnston	Rosebery	Rosebery Dve	43 Rosebery Street	85	40	20,881.67	\$ 10,168.13	\$ 10,773.75	\$ 19,114.38
17	Johnston	Haydon	Haydon Cres	33 Haydon Street	65	40	17,196.67	\$ 7,775.63	\$ 8,501.25	\$ 14,616.88
18	Woodroffe	Woodroffe Park	Woodroffe Ave	72 Woodroffe Avenue	50	40	22,110.00	\$ 5,981.25	\$ 8,437.50	\$ 11,243.75
19	Zuccoli	Follington	Follington St	14 Follington Street	100	40	24,566.67	\$ 11,962.50	\$ 12,675.00	\$ 22,487.50
20	Gray	Essington	Essington Ave	9 Matilda Court	75	45	13,511.67	\$ 8,971.88	\$ 8,456.25	\$ 16,865.63
21	Johnston	Joan Fejo	Odegaard Dve	49 Odegaard Drive	115	50	19,653.33	\$ 13,756.88	\$ 12,738.75	\$ 25,860.63
22	Driver	President Park	Driver Ave	88 Driver Avenue	75	55	20,881.67	\$ 8,971.88	\$ 10,031.25	\$ 16,865.63
23	Johnston	Stalwart	Melbourne St	10 Vendetta Street	80	65	12,283.33	\$ 9,570.00	\$ 8,565.00	\$ 17,990.00
24	Gunn	Sanctuary Lakes	Lakeview Bvd	120 Lakeview Boulevard	85	70	13,511.67	\$ 10,168.13	\$ 9,198.75	\$ 19,114.38
25	Woodroffe	Sibbald Park	Sibbald Cres	6 Sibbald Crescent	70	70	16,459.67	\$ 8,373.75	\$ 8,715.00	\$ 15,741.25
26	Farrar	Eric Asche	Inverway Circ	62 Inverway Circuit	67	75	30,708.33	\$ 8,014.88	\$ 11,537.25	\$ 15,066.63
27	Bakewell	Bill Lewis	Hutchison Maurice Tce	12 Hutchison Terrace	75	190	20,881.67	\$ 8,971.88	\$ 10,031.25	\$ 16,865.63
28	Gray	Assession	Victoria Dve	43 Victoria Drive	90	200	11,055.00	\$ 10,766.25	\$ 9,045.00	\$ 20,238.75
29	Johnston	Lindsay	Kafcaloudes Cres	38 Kafcaloudes Crescent	60	350	28,251.67	\$ 7,177.50	\$ 10,492.50	\$ 13,492.50
30	Woodroffe	Tracey Drain	James Circ	105 James Circuit			18,425.00	\$ -	\$ 3,937.50	\$ -
31	Zuccoli	Brook	Brook Circ	19 Brook Circuit	100		14,740.00	\$ 11,962.50	\$ 10,575.00	\$ 22,487.50
Total (Exc GST)							570,438.00	\$ 277,769.25	\$ 294,313.50	\$ 522,159.75
Gates (Exc GST)							45000	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00
Total (Exc GST)							\$ 615,438.00	\$ 322,769.25	\$ 339,313.50	\$ 567,159.75



110 PLAYGROUND MANAGEMENT POLICY

1. Introduction

Berrigan Shire Council is committed to managing its risks strategically and systematically in order to benefit the community and manage adverse effects to the Council.

Berrigan Shire Council recognizes that it has a duty of care to ensure the siting, construction and maintenance of all playgrounds under their care, control and management is carried out in a manner that is as safe and sustainable as possible for the users of the playgrounds.

This policy is based on the Best Practice Manual for Playgrounds (Version 1 – August, 2009) produced by Statewide Mutual. It outlines:

- The methodology the Council will use to determine new playgrounds;
- The methodology the Council will use to rate existing playgrounds;
- The risk mitigation measures required; and,
- Playground maintenance and inspection programs.

This policy defines:

“Playground” as *“an area designed for children’s play, including the site, natural features, built landscape and any manufactured equipment. It does not include sites and equipment intended for use in formal sport”*; and “playground equipment” as *“equipment including manufactured structures and impact absorbing surfacing.”*

1.1.1. Purpose of the Policy

To clearly outline the methodology used when considering provision of a new playground, and measures necessary for the maintenance of existing playgrounds. This systematic process will determine, with regard to new playgrounds, the appropriate equipment with consideration of the need for the facilities, the suitability of the proposed site for the facility and Council’s capacity to suitably maintain the facility over its projected life; and with regards to existing playgrounds, determine the condition of existing playgrounds and develop a rating of that condition to support Council’s maintenance priorities.

1.1.2. Legislative provisions

- Nil

1.1.3. Other policy provisions & standards

- Statewide Mutual, Playgrounds Best Practice Manual, Version 3, August, 2012.



- AS/NZS ISO 31000:2009 – Risk management – Principles and guidelines
- AS/NZS 4422:1996 – Playground surfacing: Specifications, requirements and test method
- AS4685.1:2004 – Playground equipment, Part 1: General safety requirements and test methods
- AS4685.2:2004 – Playground equipment, Part 2: Particular safety requirements and test methods for swings.
- AS4685.3:2004 – Playground equipment, Part 3: Particular safety requirements and test methods for slides.
- AS4685.4:2004 – Playground equipment, Part 4: Particular safety requirements and test methods for runways.
- AS4685.5:2004 – Playground equipment, Part 5: Particular safety requirements and test methods for carousels.
- AS4685.6:2004 – Playground equipment, Part 6: Particular safety requirements and test methods for rocking equipment.
- AS/NZS 4486.1:1997 – Playgrounds and playground equipment, Part 1: Development, installation, inspection, maintenance and operation.

1.1.4. Other relevant council documents and policies

- Berrigan Shire Council Risk Management Policy
- Berrigan Shire Council Risk Management Framework

2. Determining New Playgrounds for Council

Decisions to install new playgrounds can be based on a number of factors. However in deciding upon new playgrounds for the Berrigan Shire Council, Council will apply the risk management principles contained in the Statewide Mutual Best Practice Manual for Playgrounds.

2.1 *Determining the need for a playground*

The need for a playground will be determined with consideration of the demographics of the area, the target age group, current use of existing playgrounds, formal requests, logistics and the close proximity of other facilities.

2.2 *Appropriate playground type*

Council will consider the appropriate playground type with reference to the target age group and the proposed site.

2.3 *Ascertaining funding opportunities*

Funding of the playground will be in accordance with Council's strategic plan and any budget constraints. Any opportunities to obtain funding from other sources will be pursued.

2.4 *Identify the Risks associated with the Playground*

In conducting a risk assessment on the proposed playground, Council will consider the risks in accordance with the Risk Management Framework.



3. Rating Existing Playgrounds

In determining the condition of existing playgrounds and developing a rating of that condition to support maintenance priorities, Council will apply the principles contained in the Statewide Mutual Best Practice Manual for Playgrounds. The Best Practice Manual describes the process as follow:

- a) Identify all Council playgrounds;
- b) Determine the level of development at the playground site including hazards located in the vicinity of the playground;
- c) Determine the number of people that use the playground;
- d) Determine the frequency of use of the playground including seasonal fluctuations;
- e) Calculate the facility risk rating;
- f) Select, arrange and install appropriate measures.

3.1 Identify Facilities

A full and detailed inventory of all playgrounds Council owns or operates and those that have been trusted to Council to care for and manage will be established.

3.2 Level of Development/Adjacent Hazards

3.2.1 Level of Development – Playground

The list of playgrounds should also contain the level of development or improvement that has taken place within the site, either by, or for Council. Development and improvement includes the infrastructure provided for use by the public such as the scale and scope of the playground equipment itself, and other facilities at the site that may add to the attractiveness for use, including tables, barbecue equipment, tennis courts, etc.

Rating	Development – Playground
0	No playground equipment
1	Site with basic playground equipment, no picnic facilities
2	Playground equipment for immediate local catchment only (the playground is generally located in a small neighbourhood park and is used by the residents nearby), few seats, no picnic facilities, minor landscaping.
3	Playground equipment for district use (the playground is generally used by residents of the local government area (Shire/City/Municipality) when using adjacent facilities for such things as sports for the local sports clubs and schools). Residents travel from other parts of the LGA to use the playground, and other adjacent facilities including sports field(s), leash free dog areas, some picnic tables and chairs, small toilet block. Locations that have a high degree of seasonality in their use.
4	Playground equipment for regional use (the playground generally attracts a wide range of users from beyond the boundaries of the Council area (e.g. in tourist areas, major



	sporting facilities and other large gatherings, or where the facility itself is the attraction)), football field, recreational ground, picnic facilities, amenities.
5	As for 4, but with highly sophisticated playground equipment and supporting infrastructure.

3.2.2 Natural/Drainage Hazards in the Vicinity

The list will identify the existence of any potentially hazardous natural or drainage-related features in the vicinity of the playground. These features may be natural features such as steep slopes, stepped ground, cliffs, creeks, etc, or constructed facilities that could be hazardous including water bodies/drainage structures within or about the playground.

Rating	Natural / Drainage Hazard
1	No hazardous features within 30m of playground equipment (direct line of sight, any form of hazard)
2	Hazardous features within 30m of playground equipment (may include steep sloping ground, walking track around reserve)
3	Hazardous features within 30m of playground equipment (may include open drainage facility that runs during wet weather, or drops less than 1 metre)
4	Hazardous features within 30m of playground equipment (may include open drainage facilities permanently holding water, or drop between 1 metre and 3 metres)
5	Hazardous features within 30m of playground equipment (may include open drainage facilities permanently holding water, or drop greater than 3 metres (cliff/lookout))

3.2.3 Road Hazards in the Vicinity

The list will reflect the presence of any road or other vehicular traffic paths in the vicinity of the playground, including accessways or car parks.

Rating	Road Hazard
1	No road within 30m of playground equipment (direct line of sight, any classification)
2	Road within 30m of playground equipment: Local Access Urban Street with <200 vehicles per day (vpd) or Rural Road/Village Street with <20 vpd, or car park.
3	Road within 30m of playground equipment: Collector Urban Street with 200 – 400 vpd or Rural Road/Village Street with 20 – 50 vpd.
4	Road within 30m of playground equipment: Distributor Urban Street with 400 – 2000 vpd or Rural Road/Village Street with 50 – 100 vpd.
5	Road within 30m of playground equipment: Sub Arterial Urban street with >2000 vpd or Rural Road/Village Street with >100 vpd.

3.3 Population Use



Population use evaluates the usage of the site where population refers to the average number of people that use the playground equipment at any given point in time during an organized or impromptu function, and includes those using the playground equipment, waiting in close proximity to use the equipment and those supervising in close proximity to the equipment.

Rating	Population Use for Playground Equipment
1	Less than 5 people at a time
2	5 to 20 people at a time
3	20 to 50 people at a time
4	50 to 100 people at a time
5	Greater than 100 people at a time

3.4 Frequency of Use

Frequency of use evaluates the number of times the playground is used by patrons. In some cases playgrounds may be used so infrequently that it is considered to be zero. At the other end of the scale, facilities may be used constantly by large numbers.

Rating	Frequency of Use
1	Playground rarely used
2	Playground used mainly on weekends
3	Playground used mainly on a daily basis
4	Playground in continuous use for the majority of the day

In the event that the playground use is highly variable throughout different seasons of the year (e.g. in tourist areas or for special events), the process for determining the most appropriate management of the site should be revisited before the season begins. If the new FRR requires a change in management, then these would be classified as temporary measures.

3.4 Facility Risk Rating

The Facility Risk Rating (FRR) provides a numerical value used in the decision making process to determine the most appropriate risk mitigation measures for the playground. The FRR is a calculation based on the data collected during the evaluation process. It includes the amount of development of the playground, the population use of the playground, the frequency of use of the playground, any natural or drainage hazards in proximity to the playground, and any road hazards in proximity to the playground.

<p>Facility Risk Rating = [(Development x Population) + Frequency] + (Natural x Road Hazard Factors)</p>

The value of the FRR is an indication of the risk that Council is exposed to related to the activities that occur in each playground and the hazardous



features that are in proximity of each playground. This value guides Council in deciding on the most appropriate risk mitigation measures to be provided for the playground. It also provides Council with a simple way of prioritizing the playgrounds for attention. The higher the FRR, the higher the need for attention.

3.5 Selection and Implementation of Appropriate Mitigation/Control Measures.

After establishing the FRR, Council is now in a position to determine the most appropriate risk mitigation measures for the playground.

FRR	General Measures
1 – 5	Signage relevant to site, indicating importance of parental/carer supervision at all times.
6 – 13	Signage relevant to site, depicting top rated hazard and information indicating importance of parental/carer supervision at all times.
14 – 20	Provide a barrier between playground equipment and major hazard/screen hazard from playground equipment (type variable, may include dense vegetation or mounding) to increase distance between hazard and playground equipment to be greater than 30m; signage warning of the two highest rated hazards and information indicating importance of parental/carer supervision at all times.
21 – 28	Densely planted barrier or partial fence separating playground equipment from major hazard/separating hazard from playground equipment to increase distance between hazard and playground equipment to be greater than 30m; signage warning of all hazards rated HIGH and information indicating importance of parental/carer supervision at all times.
29 – 26	Fully fence to separate playground equipment from major hazard, including provision of gate(s); signage warning of all hazards rated HIGH and information indicating importance of parental/carer supervision at all times.
37 – 44	Enclose area containing playground equipment and seating structures to create a family friendly area and separate playground equipment from hazard, including provision of gate (s); Signage warning of all hazards rated HIGH and recommending parental/carer supervision at all times.
>45	Site is considered unsuitable for a playground structure – remove existing/do not construct new facility; In interim, provide signage warning of all hazards rated HIGH and recommending parental/carer supervision at all times.

4. Playground Inspection and Maintenance Program

4.1 Inspections

Berrigan Shire Council will undertake routine inspections of its playgrounds based on the recommendations outlined in AS/NZS 4486.1:1997, manufacturer instructions (where available), and local risk factors. The program of inspections will be undertaken at three levels, namely:

- **Routine visual inspections** – The routine visual inspection is required to identify obvious hazards that may result from vandalism, use



or weather conditions (e.g. damaged parts, broken bottles, and loss of soft surfacing).

- **Operational inspections** – The operational inspection is a more detailed inspection to check the operation and stability of the equipment, especially for any wear (e.g. components where wear could be expected such as bearings and moving joints).
- **Comprehensive inspection** – The comprehensive inspection is done to establish, at specified intervals, the overall safety of the equipment, foundations and surfaces. This includes the structural integrity of items subject to the subtle effects of weather, corrosion and rotting. This inspection also assesses any change in the safety of the equipment resulting from repairs made, or added or replaced components.
- **Complaints/Incidents** – Following the receipt of a complaint through Council's Complaint and Suggestion system, or following notification of an incident, a comprehensive follow up inspection will be conducted, and if appropriate an Incident Investigation. This will include preparation of a report, photos and recommendations such as playground maintenance or removal.

All inspections will be documented in a manner consistent with this policy.

Inspections will be carried out by a "competent person" and training commensurate to the level of responsibility and necessary skills will be arranged as appropriate.

On occasions it may also be appropriate to carry out a comprehensive playground safety audit. This audit, which will be carried out by a competent person, will generally be undertaken when changes to the conditions of the playground occurs. These changes could include the introduction of new Standards or guidelines, and the alteration or construction of new equipment. The purpose of the safety audit is to identify non-conforming conditions, develop a systematic approach to removing dangerous equipment and to make repairs according to the hazard potential of each non-conforming condition.

4.2 Maintenance

Maintenance requirements will be determined through the inspection program, investigative procedures, and periodic playground safety audits.

Identified hazards will be assessed against the criteria outlined in the Council's risk management framework and corrective actions will be approved by the relevant supervisor in accordance with the available budget. Where maintenance works are undertaken the following principles will apply:

- Equipment assessed against the current standards and found to be non-compliant should be assessed for the safety implications of non-conformance and a priority set for the upgrade. If the non-compliance has serious safety implications, or the equipment is not



worth upgrading (e.g. because of the play value or cost of rectification), the Council should remove it.

- Alterations to part of a structure that could affect the essential safety of the equipment should only be carried out after consultation with the manufacturer. If the manufacturer cannot be contacted within a reasonable timeframe, a competent person (other than the manufacturer) should be used.
- If a piece of equipment is to be temporarily removed from the site (e.g. for maintenance) any anchorages or foundations left in the ground will be safeguarded and the site made safe.
- If a piece of equipment is to be permanently removed, any anchorages or foundations will be removed or otherwise made safe. Any equipment removed because it is hazardous should be disabled or destroyed to prevent its use as playground equipment elsewhere.
- All new equipment and works associated with the construction and installation of play equipment should comply with the requirements of the current Australian Standards.
- Care should be taken that repairs are not carried out in a manner which creates an additional hazard.

4.3 *Funding*

Funding for playgrounds will be specified in the Council's Annual Budget and the mitigation of playground hazards will be undertaken in accordance with the Council's risk management policy and framework, and the Facility Risk Rating. Consideration will be given to the capacity for the Council to carry out mitigation works within the context of the Council's overall risk management responsibilities and financial capability.

5. **Documentation**

AS/NZS 4486.1:1997 stipulates that it is necessary to maintain records that demonstrate that the procedures outlined in Clauses 9.5.2.1 to 9.5.2.6 have been followed. These procedures cover:

- Information to be recorded in the playground equipment register;
- Inspection records;
- Corrective actions;
- Maintenance procedures; and
- Incident reporting mechanisms.

Inspection checklists and records of corrective actions and maintenance procedures should be signed and dated as soon as practicable after the work has been completed.

In addition, documentation used in risk management processes leading to the assessment and remediation of playground hazards shall be filed in the Council's central filing system. These records are important for a number of reasons as they:

- Demonstrate to stakeholders that the process has been conducted properly;



- Provide evidence of a systematic approach to risk identification and analysis;
- Enable the review of decisions or processes;
- Provide a record of risks;
- Develop Council's knowledge database;
- Provide an accountability mechanism and tool;
- Facilitate continued monitoring and review;
- Share and communicate information;
- Provide an audit trail;

At a minimum all assessments should include:

- The assumptions made in the process;
- Who was involved;
- The decisions that were agreed; and
- The information sources on which the outcomes were based.

Where possible, digital images of the Council's playground facilities and potential hazards will be recorded.

All playground records should be permanently retained.

6. Monitoring and Review

The Council will periodically and systematically assess the effectiveness of all safety measures used in the management of its playgrounds. If it is found necessary, these measures will be altered in a way that will maintain or improve safety.

(Adopted by Council 21/11/12)

Playground Risk Assessment

Date : 03/06/2016

Officer : Meghan Davey

				Score											
Criteria	Pretty Park	Flinders Park	Buckingham Park	Gager Park	Hawker Park	Kintore Park	George Park	Eagles Park	Patterson Park	Sister Frederick Mangan Park	Father Gerry Remie Park	Willing Park	Phyllis Uren Park	Marshall Park	Tracey Park
1 Level of development	2	3	2	2		2	3	1	2	2	2	2	3	2	2
2 Natural/Drainage Hazards in the Vicinity	1	2	1	2	2	1	1	2	2	1	1	2	2	1	3
3 Road Hazards in the Vicinity	3	4	2	2	3	2	1	5	3	4	4	3	2	2	2
4 Population Use for Playground Equipment	1	3	1	1	2	1	3	1	2	2	2	1	2	2	2
5 Frequency of Use	3	3	3	2	3	2	3	2	3	3	3	3	3	3	3

Facility Risk Rating	8	20	7	8	9	6	13	13	13	11	11	11	13	9	13
6-13	signage relevant to site, depicting top rated hazard and information indicating importance of parental/carer supervision														
14-20	provide a barrier between playground equipment and major hazard														

ITEM NUMBER: 13.1.2

Transfer of Streetlight Assets to Local Government

FROM:

Director of Technical Services

REPORT NUMBER:

8/0908

MEETING DATE:

21 June 2016

Municipal Plan:

3. Environment & Infrastructure

3.2 Assets and Infrastructure

3.2 We are committed to maintaining and developing community assets and infrastructure which meet the needs of our community

Summary:

Staff have continued to be involved in negotiations with PowerWater Corporation (PWC) over the transfer of streetlight assets to Local Government. This report presents the draft transfer deed for Councils consideration.

RECOMENDATION

1. THAT the Council receives Report Number 8/0908.
2. THAT the Mayor and Chief Executive Officer be granted delegated authority to sign and seal the draft streetlight deed in Attachment A to Report Number 8/0908.

General:

LGANT has formed a street light review committee to assist with negotiations between Local Government and PowerWater Corporation over the transfer of street lighting ownership, repairs and maintenance, and capital costs. The committee's recommended solution to the issue is set out in the draft transfer deed, **Attachment A**.

In addition to the Draft Transfer Deed the NT Treasurer the Hon David Tollner has set out in a letter dated 8 April 2016, **Attachment B**, other matters relevant to the process, such as, PWC will continue to provide the services of replacing individual street lights as the need arises at no cost to Council up until 31 December 2017.

The draft deed is now at a point where Council needs to make a decision on whether it is accepting of the transfer of responsibility.

Financial Implications:

The best estimate of the repair and maintenance charges and capital charges from PWC are:

	2015/16	2016/17
R&M	\$422,900	\$762,000
Capital	\$1,159,00	\$1,987,000

Council should expect similar capital charges in the future.

Legislation/Policy:

Council does not currently undertake street light repairs and maintenance, therefore does not have a policy in place for this.

Recommending Officer: Mark Spangler, Director of Technical Services

Any queries on this report may be directed to Mark Spangler, Director of Technical Services on telephone (08) 8935 9958 or email mark.spangler@palmerston.nt.gov.au

Schedule of Attachments:

Attachment A: Draft Transfer Deed.

Attachment B: Correspondence from the NT Treasurer the Hon David Tollner dated 8 April 2016.

Deed – Streetlight Ownership

Power and Water Corporation

ABN 15 947 352 360

The Council



Clayton Utz Lawyers
17-19 Lindsay Street Darwin NT 0800 Australia
GPO Box 9806 Darwin NT 0801
T + 61 8 8943 2555 F + 61 8 8943 2500

www.claytonutz.com

Our reference 11417/80168471

L\317729988.5

1433850_3::153043::CJV::CJV

Contents

1.	Interpretation	1
1.1	Definitions	1
1.2	Interpretation.....	2
1.3	Headings.....	2
2.	Responsibility for Streetlights.....	3
2.1	Responsibility for Streetlights	3
2.2	Multipurpose Pillar Streetlights	3
2.3	Provision of Materials	3
2.4	Lights installed prior to the Transfer Date	3
2.5	No PWC charges	3
2.6	Further details.....	3
2.7	Risk and Indemnity	4
3.	Asset Perimeter	5
4.	Authorisations and Training and Access	5
5.	General Provisions	5
5.1	Proper Law and Jurisdiction	5
5.2	Counterparts	5
5.3	Waiver.....	6
5.4	Entire Agreement.....	6
5.5	Amendment of Deed.....	6
5.6	Severance.....	6
5.7	Governing Law and Jurisdiction	6
5.8	Operational Communications	6
5.9	Notices	6
5.10	Notices sent by email	7
5.11	Further assurance.....	7
5.12	Merger	7
5.13	Remedies.....	8
5.14	Special Conditions	8
	Schedule 1 - Key Information	10
	Schedule 2 - Asset Perimeter	11
	Schedule 3 - Authorisations and Training	12

This Deed is made at Darwin on

Parties **Power and Water Corporation ABN 15 947 352 360** of 2nd Floor, Mitchell Centre,
55 Mitchell Street, Darwin, Northern Territory (**PWC**)
The Council

Recitals

- A. PWC is a government owned corporation incorporated under the *Power and Water Corporation Act* (NT) and holds a licence under section 22 of the ERA authorising it to operate the Electricity Network.
- B. The Council is a duly constituted body corporate under the LGA.
- C. This Deed sets out the agreement between the parties in relation to:
 - (a) responsibility for and control of Streetlights in the Area; and
 - (b) access by the Council to the Electricity Network.

1. Interpretation

1.1 Definitions

In this Deed:

Area means the area of the Council, as defined in section 3 of the LGA.

Commencement Date is the date on which this Deed comes into operation as set out in item 1 of the Key Information.

Council means the body corporate identified in item 2 of the Key Information.

Deed Activities means all things or tasks which the Council is or may be required to do to comply with this Deed, or in operating, maintaining or replacing any Relevant Streetlights or Replaced Streetlights.

Electricity Network has the meaning it bears in section 4(1) of the ERA.

ERA means the *Electricity Reform Act* (NT).

Key Information means the document at Schedule 1.

LGA means the *Local Government Act* (NT).

Materials means data, manuals, maintenance records, electrical drawings and other documents in respect of the Relevant Streetlights or the Replaced Streetlights in print or electronic format.

Multipurpose Pillar Streetlights are those Streetlights described in item 4 of Schedule 2.

NAC means the Electricity Networks (Third Party Access) Code set out in the Schedule to the Electricity Networks (Third Party Access) Act (NT).

Relevant Streetlights means all Streetlights (with the asset perimeter determined in accordance with Schedule 2) on Roads in the Area, whether installed before or after the Commencement Date, other than the Multipurpose Pillar Streetlights.

Replaced Streetlights is defined in clause 2.2.

Road has the meaning it bears in section 185(1) of the LGA.

Special Conditions means the special conditions (if any) set out in item 3 of the Key Information.

Streetlight means one or one of a series of lights that is attached by a bracket to a power pole or to a standalone column, spaced at intervals along a Road within a Road reserve.

Transfer Date means:

- (a) for Relevant Streetlights, the date set out in item 4 of the Key Information; and
- (b) for Replaced Streetlights, the date of PWC's notice under clause 2.2(a).

1.2 Interpretation

In this Deed, unless the contrary intention appears:

- (a) a reference to this Deed or other instrument or to a clause or provision of this Deed or another instrument includes any variation or replacement of any of them;
- (b) a reference to a Schedule means a Schedule to this Deed or any amendment or deemed amendment to a Schedule in accordance with this Deed;
- (c) a reference to a statute, rule, ordinance, other law or code (including the Network Access Code made under Part 2 of the *Electricity Networks (Third Party Access) Act* and the Network Technical Code published pursuant to the Network Access Code), includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (d) the singular includes the plural and *vice versa*;
- (e) derivatives of a word or expression which has been defined in clause 1.1 will have a corresponding meaning to that assigned to it in clause 1.1;
- (f) the word "person" includes a firm, a body corporate, an unincorporated association or an authority;
- (g) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including but not limited to, persons taking by novation) and assigns;
- (h) a reference to one gender includes all genders;
- (i) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive from that day; and
- (j) a reference to a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later.

1.3 Headings

Headings are inserted for convenience and do not affect the interpretation of this Deed.

2. Responsibility for Streetlights

2.1 Responsibility for Streetlights

- (a) With effect on and from the Transfer Date, the Council agrees with PWC that the Council will assume full responsibility for and control of all Relevant Streetlights as the owner of the Relevant Streetlights.
- (b) Nothing in this clause 2.1 affects the position prior to the Transfer Date.

2.2 Multipurpose Pillar Streetlights

Where Multipurpose Pillar Streetlights are replaced following the Transfer Date, as envisaged by Item 4 of Schedule 2 (**Replaced Streetlight**):

- (a) ownership of, and full responsibility for and control of a Replaced Streetlight will pass on and from the date PWC notifies the Council that the Multipurpose Pillar Streetlight has been replaced; and
- (b) PWC must ensure that the Replaced Streetlight satisfies all reasonable requirements and standards notified to PWC by the Council

2.3 Provision of Materials

- (a) PWC will provide all Materials within its ownership, possession or control to the Council no later than the Transfer Date.
- (b) PWC must promptly provide to the Council any Materials which become available to PWC after the Transfer Date.

2.4 Lights installed prior to the Transfer Date

PWC agrees that any Streetlights installed in the Area between the Commencement Date and the Transfer Date will satisfy all reasonable requirements and standards notified to PWC by the Council.

2.5 No PWC charges

(Subject to any agreement between the parties for the operation, maintenance or replacement of Streetlights by PWC), PWC acknowledges and agrees that on and from the Transfer Date, no fees or charges (other than tariffs for the provision of electricity to the Streetlights) will be levied by PWC against the Council in respect of Streetlights or the attachment of Streetlights to PWC power poles.

2.6 Further details

Without limiting clauses 2.1 and 2.2:

- (a) the Council is responsible for all costs and liabilities in respect of the maintenance, energy consumption and capital replacement of all Relevant Streetlights and Replaced Streetlights;
- (b) the Council acknowledges that there are numerous known hazards associated with the responsibility for and control of Streetlights (including the Relevant Streetlights and the Replaced Streetlights) including:
 - (i) some Streetlights may contain asbestos;

- (ii) some Streetlights are non-compliant with AS 3000;
 - (iii) some Streetlight maintenance involves working in close proximity to a bare overhead conductor;
 - (iv) some installations are not to the current streetlight standard;
 - (v) current database information may be incomplete or inaccurate; and
 - (vi) maintenance of standalone streetlight pole bases requires integrity testing; and
- (c) work on Streetlights is in close proximity to PWC's Electricity Network assets and has the potential to damage those assets, and to thereby interrupt supply to third party electricity customers.

2.7 Risk and Indemnity

- (a) From the Transfer Date the Council:
- (i) will bear the risk of and indemnify PWC against any loss or damage to any Relevant Streetlight or Replaced Streetlight; and
 - (ii) will indemnify PWC against:
 - A. any loss or damage to PWC's property (including the Electricity Network); and
 - B. any liability to or claims by a third party (including in respect of loss of or damage to property or injury to or death of persons),

caused by, or arising out of, or in any way in connection with, the Deed Activities or any Relevant Streetlight or Replaced Streetlight, provided that the Council's responsibility to indemnify PWC will be reduced to the extent that the loss, damage or liability arises from the actions or omissions of PWC (including acts or omissions occurring prior to the Transfer Date).
- (b) If, following the Transfer Date, the Council engages PWC to provide operating, repair, maintenance or replacement services for Relevant Streetlights and Replaced Streetlights (**Services**), subject to any agreement between the parties in relation to the Services:
- (i) any statutory obligations applying to the provision of the Services by PWC are not modified or removed by clause 2.7(a); and
 - (ii) PWC will indemnify the Council against:
 - A. any loss or damage to the Relevant Streetlights or the Replaced Streetlights; and
 - B. any liability to or claims made by a third party (including in respect of loss of or damage to property or injury to or death of persons),

caused by, or arising out of PWC's negligence in carrying out the Services, provided that PWC's responsibility to indemnify the Council will be reduced to the extent that the loss, damage or liability arises from the actions or omissions of the Council.

3. Asset Perimeter

- (a) The parties agree that the delineation between each Relevant Streetlight or Replaced Streetlight and the Electricity Network will be determined in accordance with Schedule 2.
- (b) PWC and the Council may from time to time agree revisions to Schedule 2. Any revision agreed between PWC and the Council is to be documented and provided to each party.

4. Authorisations and Training and Access

- (a) PWC must make available on its website copies of all current processes and protocols relating to Council staff or contractors accessing PWC's property and assets.
- (b) When accessing PWC's property and assets, the Council must ensure that its contractors engaged for streetlight maintenance:
 - (i) are appropriately trained and authorised according to all requirements under law at the time access occurs, including in accordance with the requirements set out in Schedule 3 (as updated from time to time); and
 - (ii) observe all current processes and protocols required by PWC and provided to the Council under clause 4(a).
- (c) Where clause 4(b) is not complied with by the Council, PWC may require that PWC supervise any contractors of the Council and the cost of such supervision (as "Alternative Control Services" the fees for which are set out in the pricing schedule current for each financial year published by PWC in accordance with the NAC) will be borne by the Council.
- (d) PWC will provide the Council with keys where the Council requires access to package substations.
- (e) Council may provide its contractors with the keys to access package substations but Council will remain responsible for the safekeeping of keys. Where a key is lost, Council will be required to reimburse PWC for the cost of rekeying all package substations at which shared access is provided.

5. General Provisions**5.1 Proper Law and Jurisdiction**

This Deed is governed by and will be construed in accordance with the laws of the Northern Territory and the parties submit to the exclusive jurisdiction of the courts of, or exercising jurisdiction in, the Northern Territory and warrant that they will not make any objection to the jurisdiction of those courts on the grounds of convenience.

5.2 Counterparts

This Deed may be executed in any separate number of counterparts, which when executed shall together be deemed to constitute the one and the same instrument.

5.3 Waiver

A waiver or consent given by a party under this Deed is only effective and binding on that party if it is given or confirmed in writing by that party.

5.4 Entire Agreement

- (a) This Deed constitutes the full and complete understanding between the parties with respect to the subject matter of this Deed. There is no other oral understanding, agreement, warranty or representation whether express or implied in any way extending, defining or otherwise relating to the provisions of this Deed or binding on the parties with respect to any of the matters to which this Deed relates.
- (b) Each of the parties covenants and irrevocably acknowledges that it has not been induced to enter into this Deed by any statement, warranty, representation, understanding, act, omission, fact, matter, thing or conduct by or on behalf of any person including the other party, other than as expressly recorded in this Deed.
- (c) The provisions of paragraphs (a) and (b) will operate and remain in full force and effect, except in the case of fraud by a party to this Deed.

5.5 Amendment of Deed

- (a) Any amendments to this Deed must be in writing and signed by both parties in order to be effective.
- (b) Each party must consider and negotiate in good faith any specific proposal of the other party that this Deed be amended.

5.6 Severance

If any part or provision of this Deed is void, unenforceable or illegal it will be severed from this Deed, and the remainder of this Deed will remain in full force and effect.

5.7 Governing Law and Jurisdiction

This Deed is governed by the law in force in the Northern Territory, and the parties submit to the exclusive jurisdiction of the courts of, or exercising jurisdiction in, the Northern Territory and warrant that they will not take any objection to the jurisdiction of those Courts on grounds of convenience.

5.8 Operational Communications

- (a) Any operational communications given by or on behalf of a party may be by telephone or other instantaneous means of communication.
- (b) Operational communications are to be recorded in a manner satisfactory to both parties. The parties will ensure that logs are kept in which persons giving and receiving operational communications record brief details of their substance and timing.

5.9 Notices

Subject to clause 5.8, each communication (including each notice, consent, approval, request and demand) under or in connection with this Deed:

- (a) must be in writing;

- (b) must be addressed as set out in item 5 of the Key Information as those address details are updated from time to time by notice duly given by one party to the other;
- (c) must be signed by the party making it or (on that party's behalf) by the solicitor for, or any attorney, director, secretary or authorised agent of, that party;
- (d) must be delivered by hand or posted by prepaid post to the address, or sent by fax to the number, of the addressee, in accordance with paragraph (b); and
- (e) is taken to be received by the addressee:
 - (i) (in the case of prepaid post sent to an address in the same country) on the third day after the date of posting;
 - (ii) (in the case of prepaid post sent to an address in another country) on the fifth day after the date of posting by airmail;
 - (iii) (in the case of fax) at the time in the place to which it is sent equivalent to the time shown on the transmission confirmation report produced by the fax machine from which it was sent; and
 - (iv) (in the case of delivery by hand) on delivery,

but if the communication is taken to be received on a day that is not a business day or after 5.00 pm, it is taken to be received at 9.00 am on the next Business Day ("business day" meaning a day that is not a Saturday, Sunday or public holiday and on which banks are open for business generally, in the place to which the communication is posted, sent or delivered).

5.10 Notices sent by email

- (a) Any communications may be sent by email:
 - (i) to the relevant email address set out in item 5 of the Key Information or the email address last notified by the intended recipient to the sender; and
 - (ii) where the sender keeps an electronic or printed copy of the communication.
- (b) A communication sent under paragraph (a) will be taken to be duly received on return of a receipt produced by the system to which the email was sent which indicates that the email was sent to the email address of the recipient or, where no return receipt is produced by the recipient's email system and the sender has not otherwise received a notification that the email was unable to be delivered, by the end of the day the email was sent if a business day and otherwise the next business day.

5.11 Further assurance

Each party agrees, at its own expense, on the request of another party, to do everything reasonably necessary to give effect to this Deed and the transactions contemplated by it, including the execution of further documents.

5.12 Merger

The warranties, undertakings and indemnities in this Deed do not merge on termination of this Deed.

5.13 Remedies

The rights, powers and remedies provided in this Deed are cumulative with, and not exclusive of, the rights, powers or remedies provided by law independently of this Deed.

5.14 Special Conditions

The Special Conditions form part of this Deed.

Executed as a deed.

The Common Seal of the Power and Water Corporation ABN 15 947 352 360 was affixed in the presence of:

Signature

Name (Printed)

Position

Signature

Name (Printed)

Position

The Common Seal of the Council was affixed in the presence of:

Signature

Name in full and position

Signature

Name in full and position

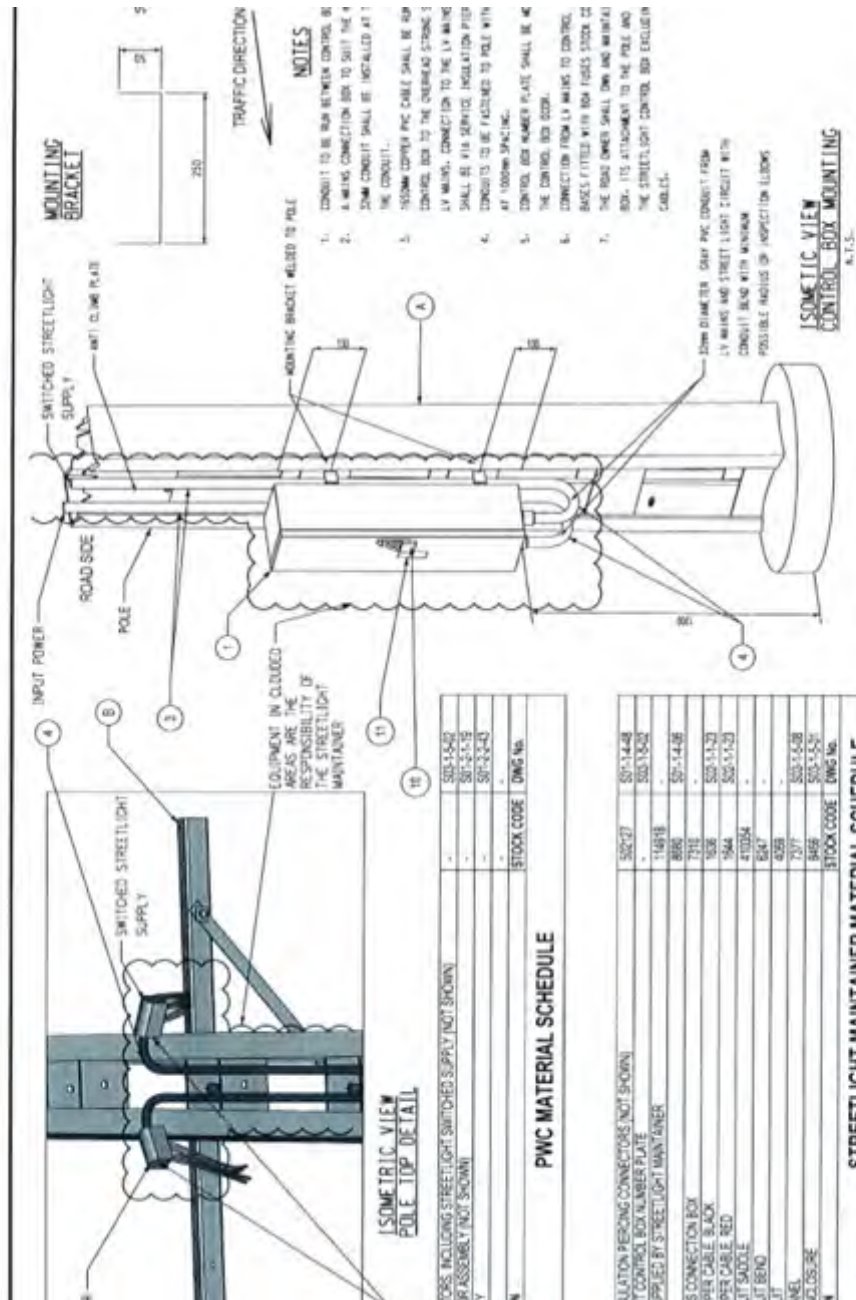
Schedule 1 - Key Information

1.	Commencement Date: (clause 1.1)	The date of this Deed.
2.	Council: (clause 1.1)	Name: ABN:
3.	Special Conditions: (clause 1.1)	N/A
4.	Transfer Date: (clause 1.1)	1 January 2018
5.	Address for Notices: (clauses 5.9(b) and 5.10(a)(i))	<p>PWC:</p> <p>Attention: General Counsel Power and Water Corporation GPO Box 1921 Darwin NT 0801 Email: Legal.PWC@powerwater.com.au</p> <p>Council:</p> <p>[insert postal address, contact and email]</p>

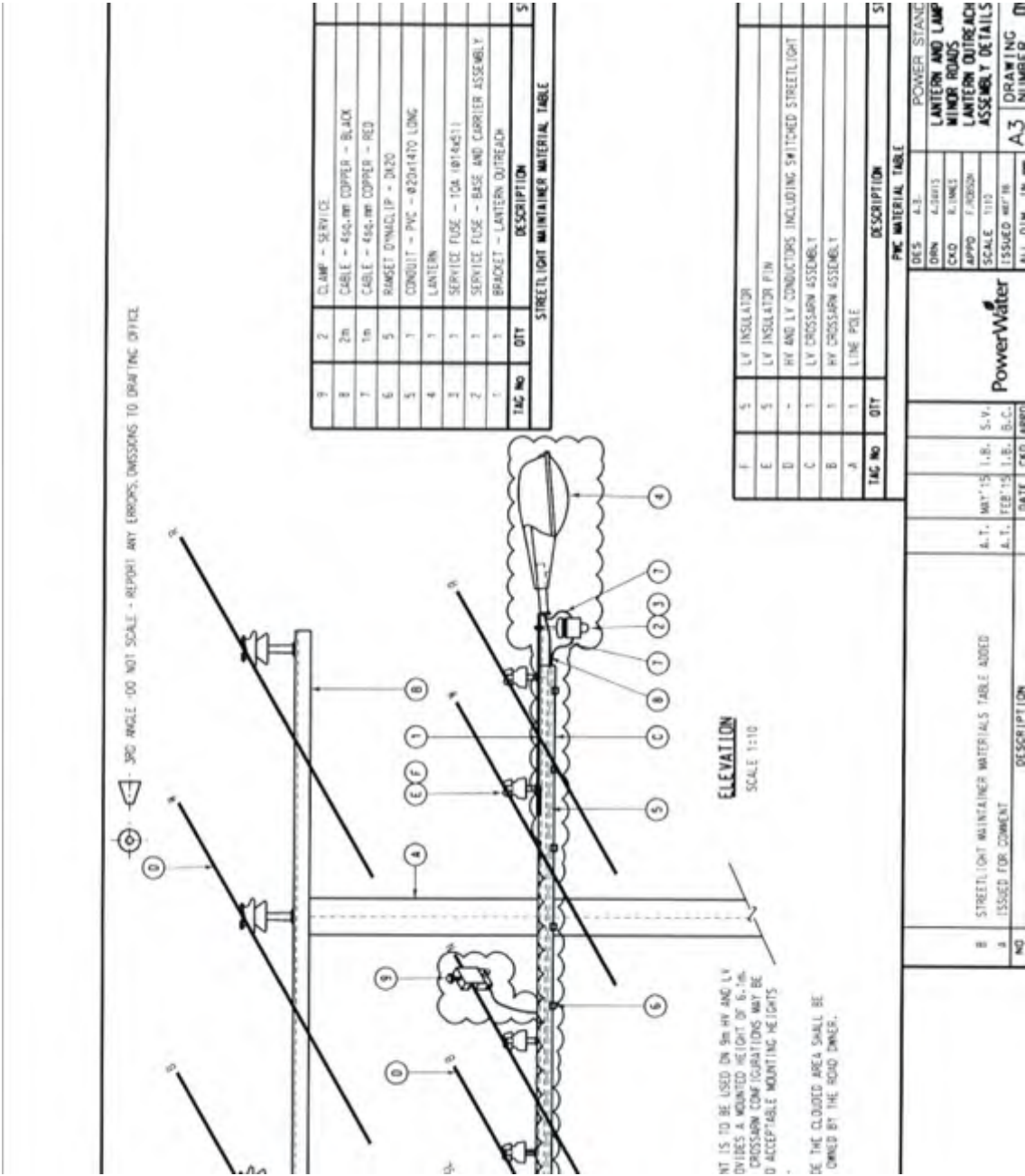
Schedule 2 - Asset Perimeter

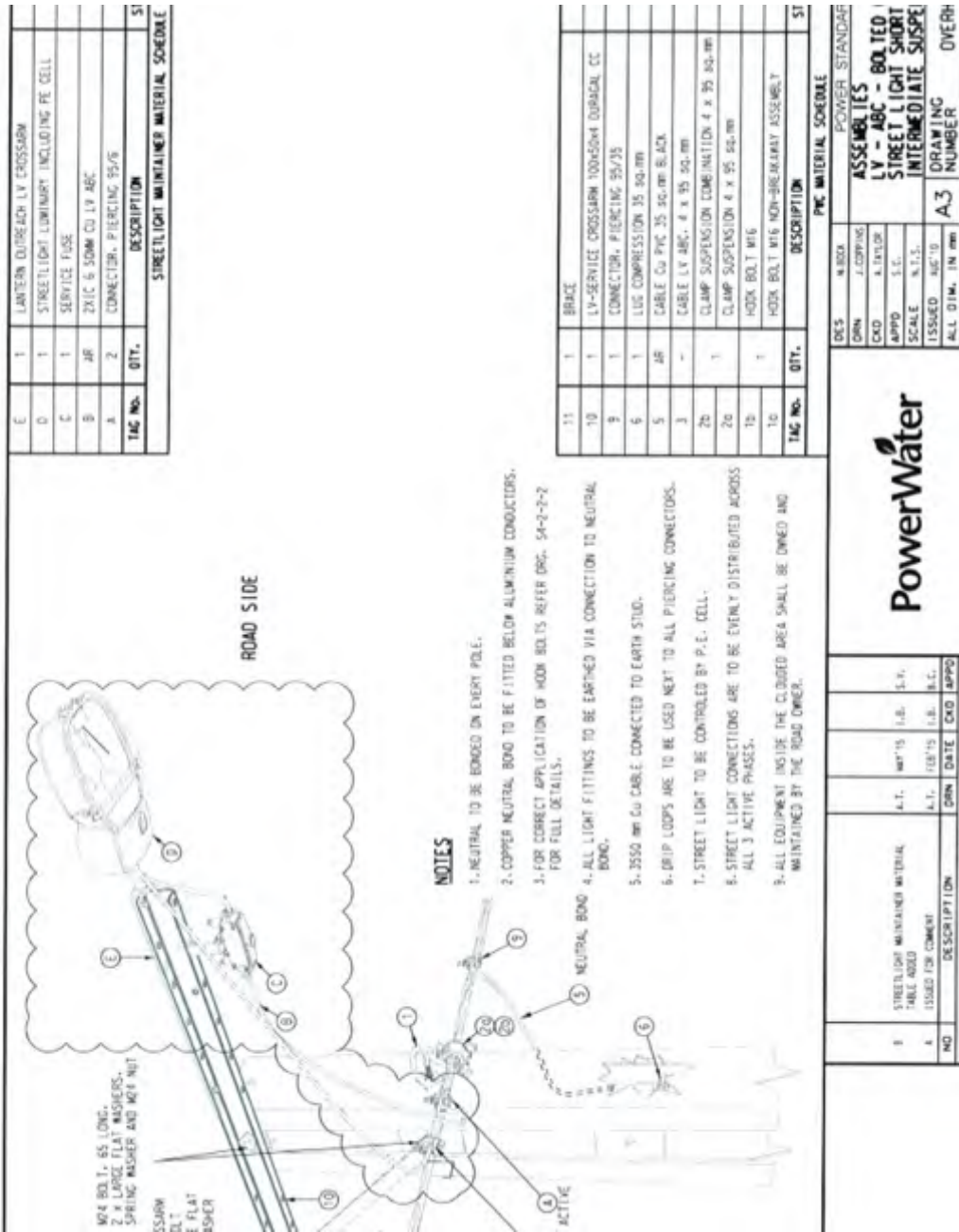
1. Defining the componentry associated with the delivery of streetlight services is critical in forming the scope of the maintenance and replacement activities required to be undertaken by Council as part of its responsibility for and control of the Streetlights. The asset perimeter is where the maintenance and replacement responsibility changes from PWC to the Council. The guiding principle used to define the asset perimeter is consideration of the purpose of the asset or component. Situations where the asset or component's sole purpose is to supply street lighting services would see the maintenance and replacement rests with the Council. Where the asset or component supplies other than the streetlights the responsibility rests with PWC. There are two broad categories of streetlight:
 - (a) CATEGORY A - streetlights that are fitted to power poles supporting overhead conductors. These conductors provide the power supply for the streetlight and other power consumers.
 - (b) CATEGORY B - streetlight columns supplied by an underground power cable.
2. Streetlights in Category A are supplied by a Low Voltage (LV) conductor that is switched through a control box (in the case of timed circuits) or permanently energised in the case of lights operated through Photo Electric (PE) cells which are typically located on the luminaire. For streetlights in this category all componentry associated with the streetlight circuit, with the exception of the overhead conductors (both neutral and active), is the responsibility of the Council. The responsibility and control of the overhead conductors rests with PWC and the skill set required to maintain these components is more suited to a network provider. The drawings for streetlights in Category A are attached (Drawings OVERHEAD 1-6). The "clouding" in these drawings describes all the components that require servicing by the Council.
3. In the majority of cases streetlights in Category B are typically supplied from a package substation and to a lesser extent by LV Pillar or LV Pit. The package substation contains the "streetlight control board" which houses circuit breakers and timing switches and are the responsibility of the Council (see attached Drawing. No. UNDERGROUND-01). The supply to the board is the responsibility of PWC. Where the LV pillar or pit exists to facilitate the streetlight circuit only, the responsibility for and control of the asset and componentry of the pillar or pit rests with the Council.
4. A variant of the LV pillar supply is the "multipurpose pillar" which has been installed in some Palmerston suburbs. These assets have been determined to be high safety risk for streetlight and utility maintainers and a replacement program is current that will see them be phased out over a number of years. At the time of this Deed 150 remain in service and for these assets the responsibility and control will not be passed to Councils until they are replaced.
5. While generally the Council is at liberty to select its own assets and components to make up Streetlights, those at the asset perimeter on Category B Streetlights must be approved by PWC.

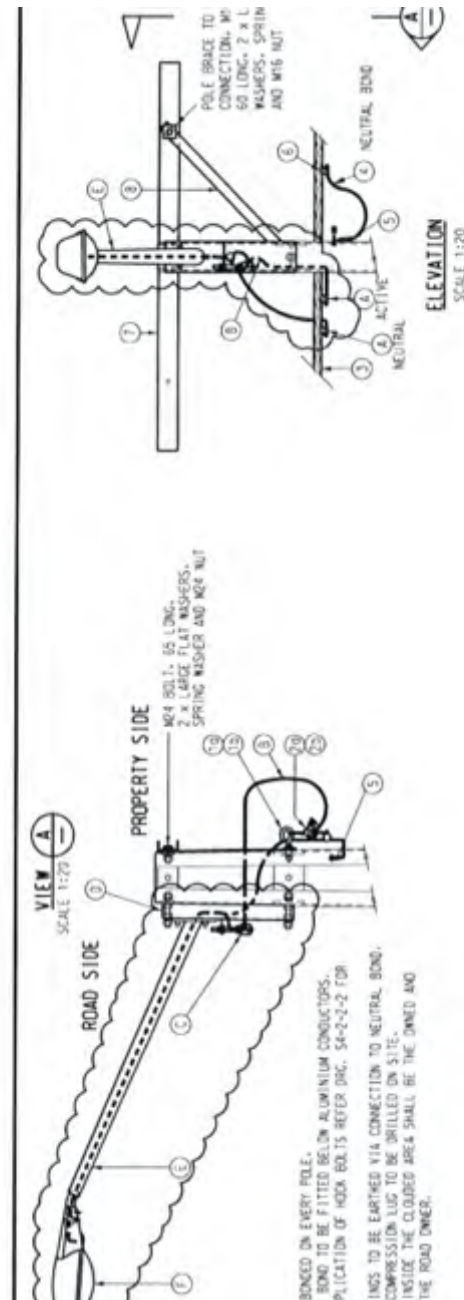
APPENDIX A – Overhead Streetlight Drawings

[illegible]

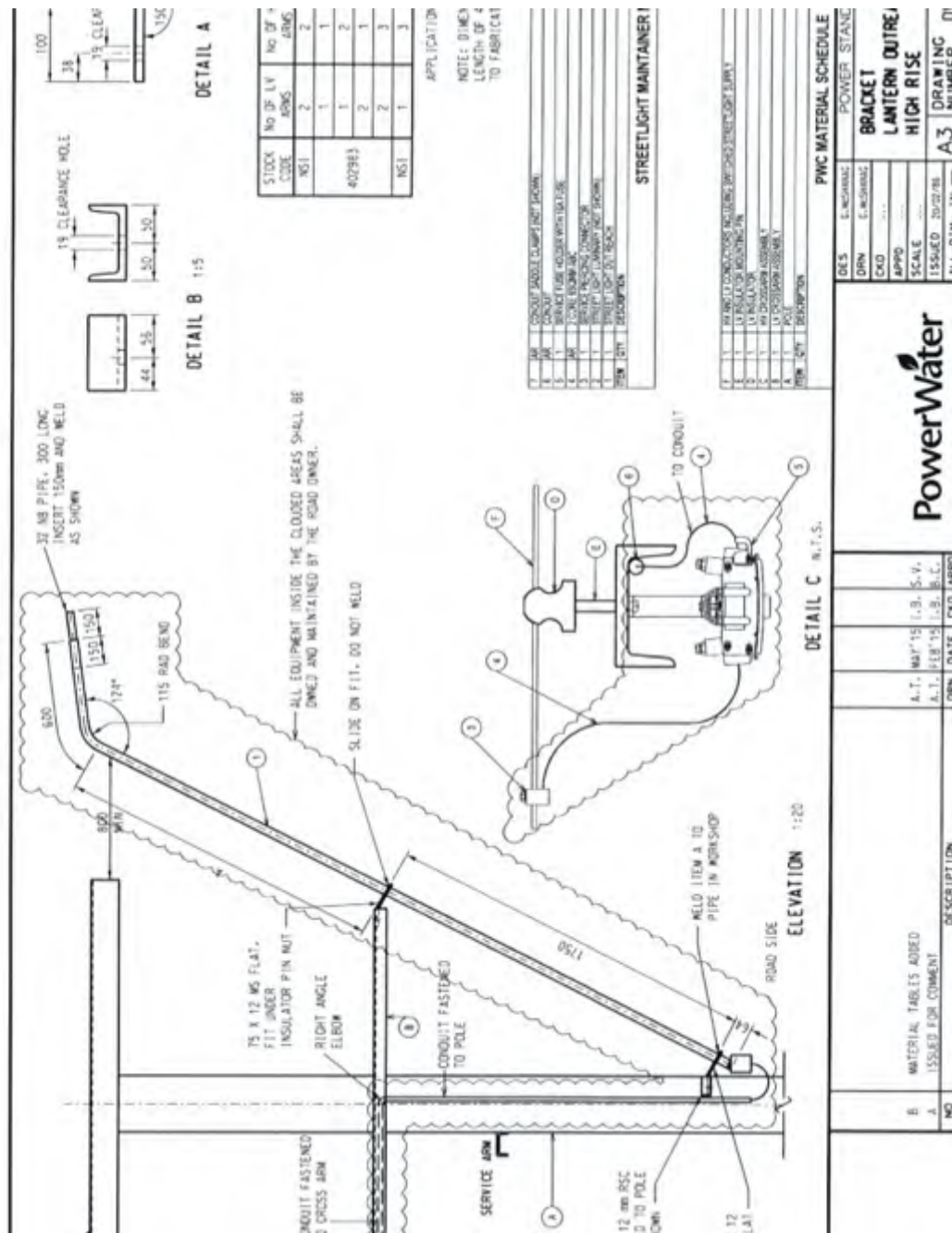
[illegible]



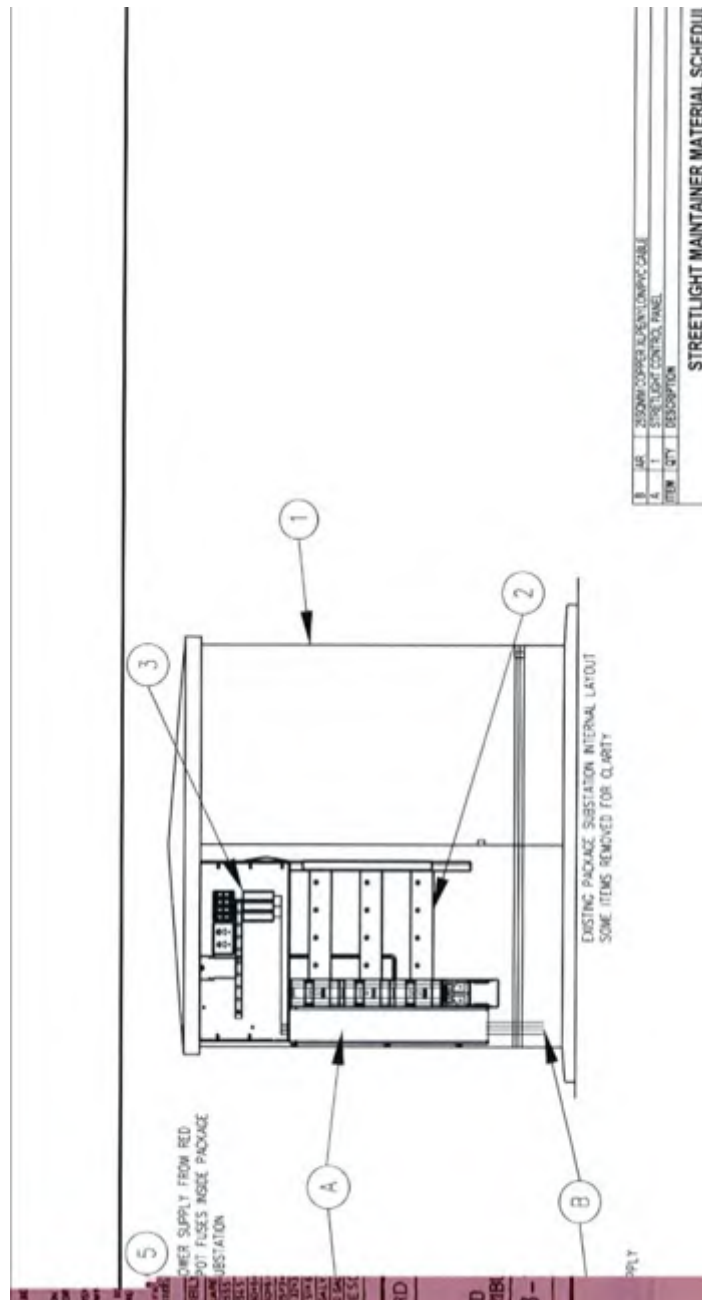




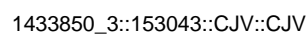
STREETLIGHT LUMINAIRE WITH PG CELL		-		-	
5m OUTREACH		130051	503-1-1-10		
TREACH MOUNTING BRACKET		-	503-1-3-12		
SERVICE FUSE		-	501-1-4-12		
DOWN 2 CORE LV ABC		502886	501-1-7-03		
CONNECTION, PIERCING 95/16		198382	504-1-2-15		
DESCRIPTION		STOCK CODE		ENG. REF.	
STREETLIGHT MAINTAINER MATERIAL SCHEDULE					
B		STREETLIGHT MAINTAINER MATERIAL TABLE ACCESS		A.T. MATING	1B
A		ISSUED FOR COMMENT		A.T. FEEDTS	1B
NO		DESCRIPTION		DRN DATE	CKD APPRO
				A.T. MATING	1B
				A.T. FEEDTS	1B
				DRN DATE	CKD APPRO
				A.T. MATING	1B
				A.T. FEEDTS	1B
				DRN DATE	CKD APPRO
				A.T. MATING	1B
				A.T. FEEDTS	1B
				DRN DATE	CKD APPRO
				A.T. MATING	1B
				A.T. FEEDTS	1B
				DRN DATE	CKD APPRO
				A.T. MATING	1B
				A.T. FEEDTS	1B
				DRN DATE	CKD APPRO
				A.T. MATING	1B
				A.T. FEEDTS	1B
				DRN DATE	CKD APPRO
				A.T. MATING	1B
				A.T. FEEDTS	1B
				DRN DATE	CKD APPRO
				A.T. MATING	1B
				A.T. FEEDTS	1B
				DRN DATE	CKD APPRO
				A.T. MATING	1B
				A.T. FEEDTS	1B
				DRN DATE	CKD APPRO
				A.T. MATING	1B
				A.T. FEEDTS	1B
				DRN DATE	CKD APPRO
				A.T. MATING	1B
				A.T. FEEDTS	1B
				DRN DATE	CKD APPRO
				A.T. MATING	1B
				A.T. FEEDTS	1B
				DRN DATE	CKD APPRO
				A.T. MATING	1B
				A.T. FEEDTS	1B
				DRN DATE	CKD APPRO
				A.T. MATING	1B
				A.T. FEEDTS	1B
				DRN DATE	CKD APPRO
				A.T. MATING	1B
				A.T. FEEDTS	1B
				DRN DATE	CKD APPRO
				A.T. MATING	1B
				A.T. FEEDTS	1B
				DRN DATE	CKD APPRO
				A.T. MATING	1B
				A.T. FEEDTS	1B
				DRN DATE	CKD APPRO
				A.T. MATING	1B
				A.T. FEEDTS	1B
				DRN DATE	CKD APPRO
				A.T. MATING	1B
				A.T. FEEDTS	1B
				DRN DATE	CKD APPRO
				A.T. MATING	1B
				A.T. FEEDTS	1B
				DRN DATE	CKD APPRO
				A.T. MATING	1B
				A.T. FEEDTS	1B
				DRN DATE	CKD APPRO
				A.T. MATING	1B
				A.T. FEEDTS	1B
				DRN DATE	CKD APPRO
				A.T. MATING	1B
				A.T. FEEDTS	1B
				DRN DATE	CKD APPRO
				A.T. MATING	1B
				A.T. FEEDTS	1B
				DRN DATE	CKD APPRO
				A.T. MATING	1B
				A.T. FEEDTS	1B
				DRN DATE	CKD APPRO
				A.T. MATING	1B
				A.T. FEEDTS	1B
				DRN DATE	CKD APPRO
				A.T. MATING	1B
				A.T. FEEDTS	1B
				DRN DATE	CKD APPRO
				A.T. MATING	1B
				A.T. FEEDTS	1B
				DRN DATE	CKD APPRO
				A.T. MATING	1B
				A.T. FEEDTS	1B



APPENDIX B – Underground Streetlight Drawings



ITEM		QTY	DESCRIPTION	PWC MATERIAL SCHEDULE	
5	4		150MM COPPER PWC INSULATED AND COLOURED CABLE FROM RED SPOT FUSE BASES	DES	B.C.
4	3		RED SPOT FUSES (NOT SHOWN)	ORN	A.T.
3	3		RED SPOT FUSE BASES	CAD	IB
2	1		150MM DISTRIBUTION BOARD	APPO	N.T.S.
1	1		PACKAGE SUBSTATION	SCALE	N.T.S.
				ISSUED	FEED
				ALL DIM.	IN MM
					UN



Schedule 3 - Authorisations and Training

Activity	Individual Authorisation/licences requirements ¹	Company (Equipment, plant, systems) Requirements
<p>Working on connections to PN Aerial (OH)Phase/Neutral Conductors or Streetlight Control Conductors</p> <p>Working on OH Streetlight components on power poles</p> <p>Working on Control Boxes Fitted to Poles including the connections to OH aerials</p>	<p>AR Authorisations:-</p> <p>AAR12A – Receive AA for work or test on LV AAR17A – Sign on AA for work or test on LV AAR22 – Conduct work or test under sundry apparatus AAR26 – Receive AWV for excavation work in the vicinity of underground cables AAR27 – Work in the proximity of overhead power lines</p> <p>PN Authorisation Requirements:-</p> <p>Live Low Voltage Worker Overhead Live Low Voltage Worker Safety Observer</p> <p>Licences:-</p> <p>Electrical Workers Licence endorsed as a linesman or Electrical Fitter Mechanic</p>	<p>OH&S Management system addressing:-</p> <p>Risk management</p> <p>SWMS</p> <p>recording and monitoring of training and qualifications</p> <p>PN Authorisations requirements</p> <p>Tools and equipment management (insulated tools and equipment etc)</p> <p>Work practice/procedure documents that cover tagging, de-energised work (needs to align to PN tagging), live LV work</p>
<p>Working on connections to PN Phase/Neutral terminals within pillars.</p> <p>Working on Streetlight Cables</p> <p>Working on Control Boxes within package substations.</p>	<p>AR Authorisations:-</p> <p>AAR12A – Receive AA for work or test on LV AAR17A – Sign on AA for work or test on LV AAR22 – Conduct work or test under sundry apparatus AAR26 – Receive AWV for excavation work in the vicinity of underground cables AAR27 – Work in the proximity of overhead power lines</p> <p>PN Authorisation Requirements:-</p> <p>Live Low Voltage Worker Overhead Live Low Voltage Worker Safety Observer</p> <p>Licences:-</p> <p>Electrical Workers Licence endorsed as a linesman or Electrical Fitter Mechanic</p>	<p>OH&S Management system addressing:-</p> <p>Risk management</p> <p>SWMS</p> <p>recording and monitoring of training and qualifications</p> <p>PN Authorisations requirements</p> <p>Tools and equipment management (insulated tools and equipment etc)</p> <p>Work practice/procedure documents that cover tagging, de-energised work (needs to align to PN tagging), live LV work</p>

¹ Power Networks will have the responsibility of authorising workers for Live LV and AAR authorisations.



TREASURER

Parliament House
State Square
Darwin NT 0800
minister.tollner@nt.gov.au

GPO Box 3146
Darwin NT 0801
Telephone: 08 8928 6622
Facsimile: 08 8928 6509

Mr Damien Ryan
President LGANT
PO Box 2017
PARAP NT 0804

Email: dryan@astc.nt.gov.au

Dear Mr Ryan *Damien*

As you are aware, following a request from the Local Government Association Northern Territory (LGANT), a Streetlight Review Committee was established in January 2016 to develop and recommend a solution to issues associated with the charges proposed by the Power and Water Corporation (Power and Water) for streetlight repairs and maintenance, capital charges and to resolve the issue of ownership.

Background

PWC provide the following street lighting services on behalf of Councils and Government Departments:

- electricity consumption;
- repairs and maintenance services; and
- capital replacement.

The decision to unbundle the charges:

- provides transparency regarding the cost of street lighting services that are provided by PWC on behalf of Councils and Government Departments;
- provides greater and control and flexibility for local councils to select the street lighting services they may want to procure from PWC; and
- provides the opportunity for local councils to procure some of these street lighting services from other service providers.

The Utilities Commission approved the unbundling of streetlight charges in its Network Services Classification in its 2014 Network Price Determination.

Members of the Committee have now developed a resolution to these issues which is acceptable to the Northern Territory Government and Power and Water, and local council representatives with the details outlined below.

Ownership of Assets

1. Ownership of all streetlights within local government areas for which the local council has care, control and management will transfer to the relevant council from 1 January 2018.
2. By 1 July 2016, Power and Water will have prepared, and all Parties will have executed, an appropriate instrument transferring ownership of all streetlights assets (Transfer Deed).

Capital Charges

3. All capital charges previously invoiced by Power and Water (ie. for the period 1 December 2015 to 29 February 2016) will be waived for the relevant local council. No further invoices for capital charges will be raised subject to the Transfer Deed set out in 2 being executed by all Parties by 1 July 2016.
4. Until the Transfer Deed is executed by the relevant local council:
 - (a) Power and Water will continue to provide the service of replacing individual streetlights as the need arises for each relevant local council and charge for all services associated with the replacement; and
 - (b) each relevant local council will continue to pay Power and Water as set out in 4(a) irrespective of the cause of replacement.

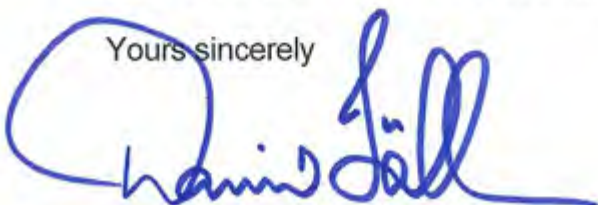
Repairs and Maintenance Services

5. Power and Water will continue to provide streetlight repairs and maintenance services to each relevant local council until 31 December 2017; and
6. Local councils will not be required to pay Power and Water's charges in accordance 5; and
7. If a local council wishes to self-service the local council must enter into a Streetlight Self Servicing Deed provided to it by Power and Water that will set out third parties rights and obligations relating to Power and Water's network.

The Northern Territory Government and Power and Water will agree in-principle to the conditions set out above subject to a binding Agreement being executed with each relevant local council for that relevant local council to assume ownership of street lighting assets from 1 January 2018.

I am pleased with the constructive and collaborative efforts of the Review Committee and seek your formal agreement of LGANT to support and assist in brokering this agreement with each local council in the Northern Territory. Once this is agreed with all local councils, please return a signed copy of this letter to this Streetlight Review Committee and Power and Water for its records.

Yours sincerely



DAVID TOLLNER

08 APR 2016

ITEM NUMBER: 13.1.3 Goyder Square Stage 2 – Water Tower Feature Lighting

FROM: Director of Technical Services

REPORT NUMBER: 8/0909

MEETING DATE: 21 June 2016

Municipal Plan:

3. Environment & Infrastructure

3.2 Assets and Infrastructure

3.2 We are committed to maintaining and developing community assets and infrastructure which meet the needs of our community.

Summary:

The City of Palmerston (CoP) is contracted with BMD Urban to construct Goyder Square Stage 2. A component of the Goyder Square Stage 2 project, was the feature lighting of the Palmerston Water Tower. Electrolight, as the designers for the Water Tower feature lighting, did not seek Power Water Corporation (PWC) approval for the initial proposed lighting system and PWC directed that lighting could not be fixed to the main structure.

AECOM has now redesigned the light mounting system to meet Power Water Corporation requirements. BMD Urban has provided a quotation for the additional works. This quotation will exceed the available project funding and additional funds are required before the project can proceed.

RECOMENDATION

1. THAT the Council receives Report Number 8/0909.
2. THAT Council approves additional funding of \$115,000 (ex GST) to complete the installation of the water tower feature lighting.
3. THAT Council approves the Mayor and Chief Executive Officer signing and sealing Power and Water Corporation licence documentation for the installation of feature lighting to the Palmerston Water Tower.

Background:

AECOM as the electrical design engineers reviewed the options available to mount the Water Tower feature lighting and proposed that rolled steel lighting bars be bolted to the water tower legs using existing holes in the legs (**Attachment A**). The lighting control gear will be mounted in the Water Tower leg housing the CoP dingo water feature pump and controls. This mounting method meets PWC requirements without significantly impacting the lighting effect to the underside of the water tower bowl.

The tendered cost of the Water Tower feature lighting item was \$134,005 (ex GST). BMD Urban and the sub-contractor NT Electrical Group were requested to provide a quotation for the revised scope of works.

CoP has leased the Water Tower land area from PWC, however this lease does not permit CoP to access the restricted area of the Water Tower main column or allow any fixings to the water tower structure. PWC proposed that a licence agreement be entered into between CoP and PWC that would licence CoP to install the lights to the AECOM design.

General:

BMD Urban has now provided a quotation of \$60,732 (ex GST) for the revised scope of work. This price is in addition to the original cost of \$134,005 bringing the total cost for the water tower lighting to \$194,737 (ex GST). This amount exceeds the remaining available project budget and will require additional project funding of approx. \$110,000 (ex GST) in order to proceed.

PWC has provided a standard licence agreement (**Attachment B**) which PWC utilise for external party telecommunication attachments to the Water Tower. While the licence agreement is onerous, it appears the only approval method by which CoP can be permitted to attach lights to the Water Tower. The licence agreement will require some minor wording changes regarding lighting, but will require Council to sign and seal the final document.

Options

The options available to Council include:

- (a) approve additional funding of \$115,000 (ex GST) for the project and approve signing and sealing the licence agreement with Power and Water Corporation; or
- (b) not approve additional funding of \$115,000 (ex GST) for the project and approve signing and sealing the licence agreement with Power and Water Corporation.

Option (a) will allow the Goyder Square project to be completed including the installation of the Water Tower feature lighting.

Option (b) will require closing out the Goyder Square project without the Water Tower feature lighting with sunk costs of approx. \$53,602. The contractor will need to return to CoP items such as spotlights that have already been purchased.

Financial Implications:

Additional project funding of \$115,000 including a 5% construction contingency is required to complete the project as shown in Table 1 below.

Table 1: Water tower feature lighting costs

Contract price	\$134,005
Additional works	\$60,732
Total cost	\$194,737
Less already paid	-\$53,602
Less available project funds	-\$31,377
Lighting shortfall	\$109,758
5% contingency	\$5,242
Required funding	\$115,000

**all figures ex GST*

The \$115,000 (ex GST) would be required to be drawn from the Infrastructure Reserve or by deferring capital projects in the 2016-17 budget.

Legislation/Policy:

City of Palmerston Delegations Manual authorises the Chief Executive in conjunction with the Mayor to execute contracts or other documents requiring the Common Seal.

Recommending Officer: Mark Spangler, Director of Technical Services

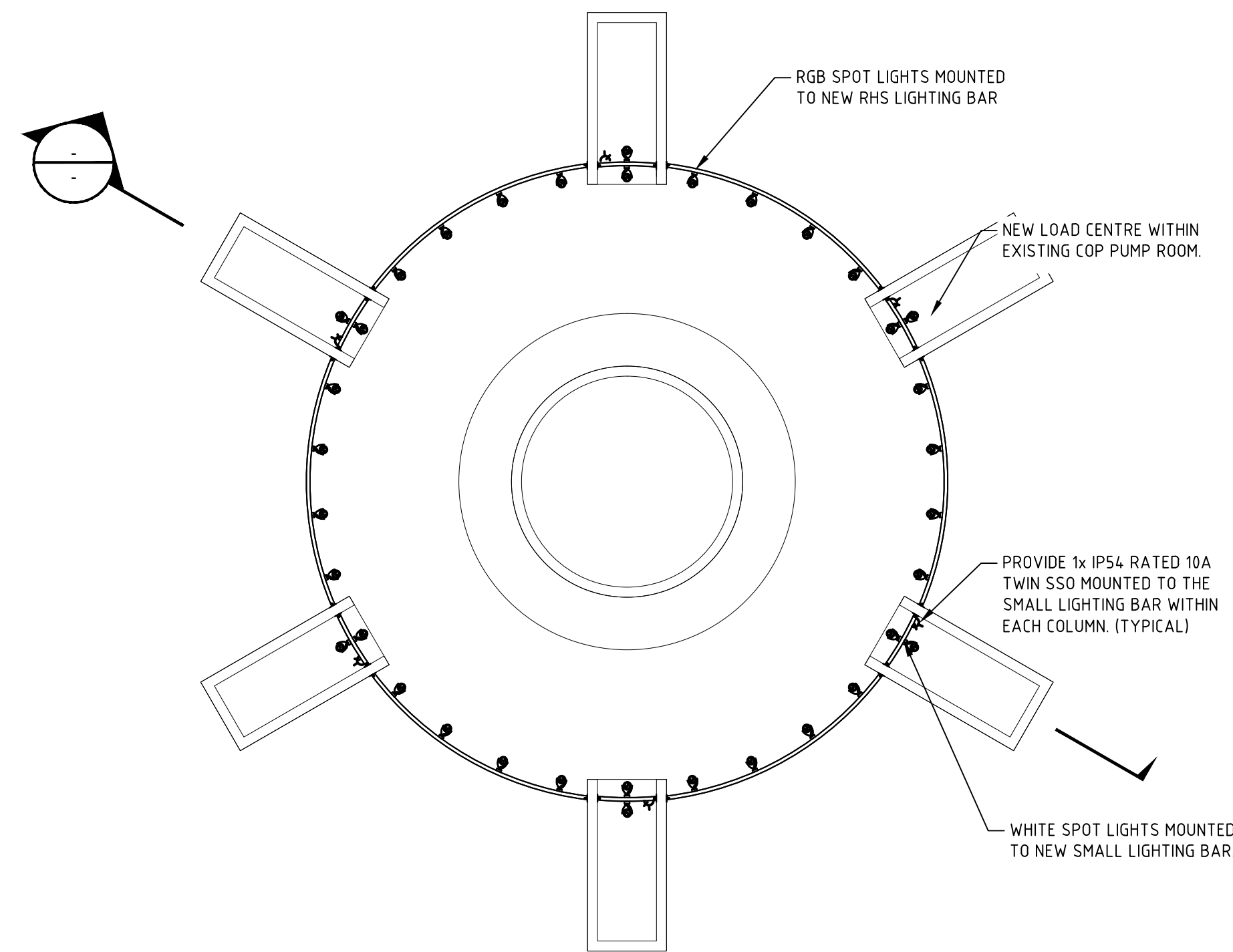
Any queries on this report may be directed to Mark Spangler, Director of Technical Services on telephone (08) 8935 9958 or email mark.spangler@palmerston.nt.gov.au

Report Author: Gary Boyle, Major Projects Officer.

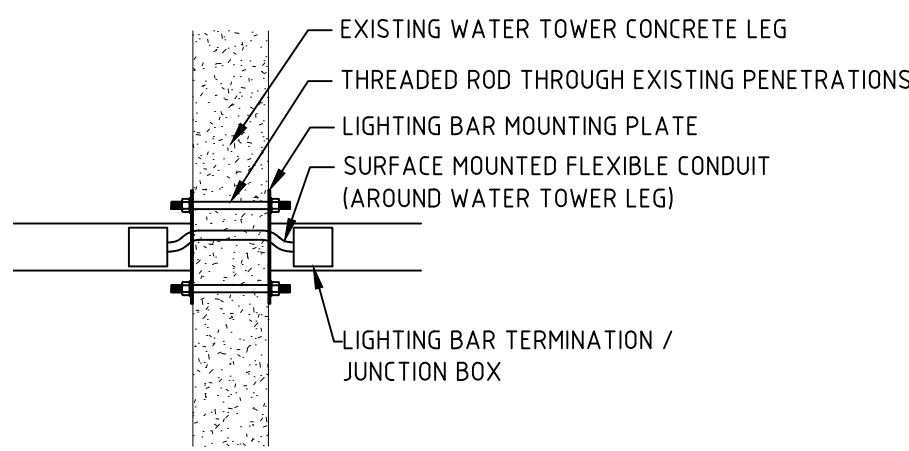
Schedule of Attachments:

Attachment A: AECOM revised water tower light mounting.

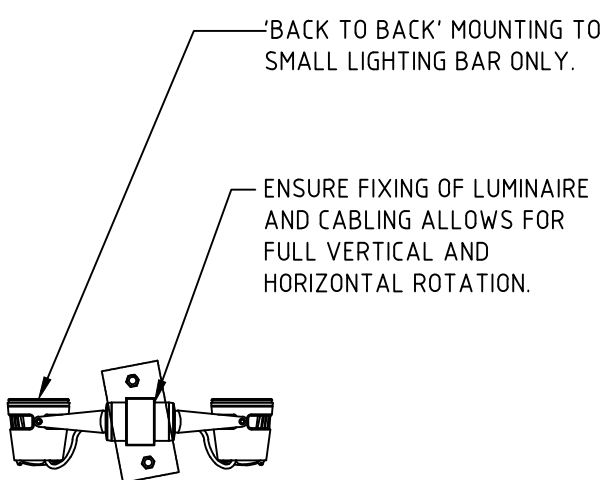
Attachment B: Power Water Corporation standard licence agreement.



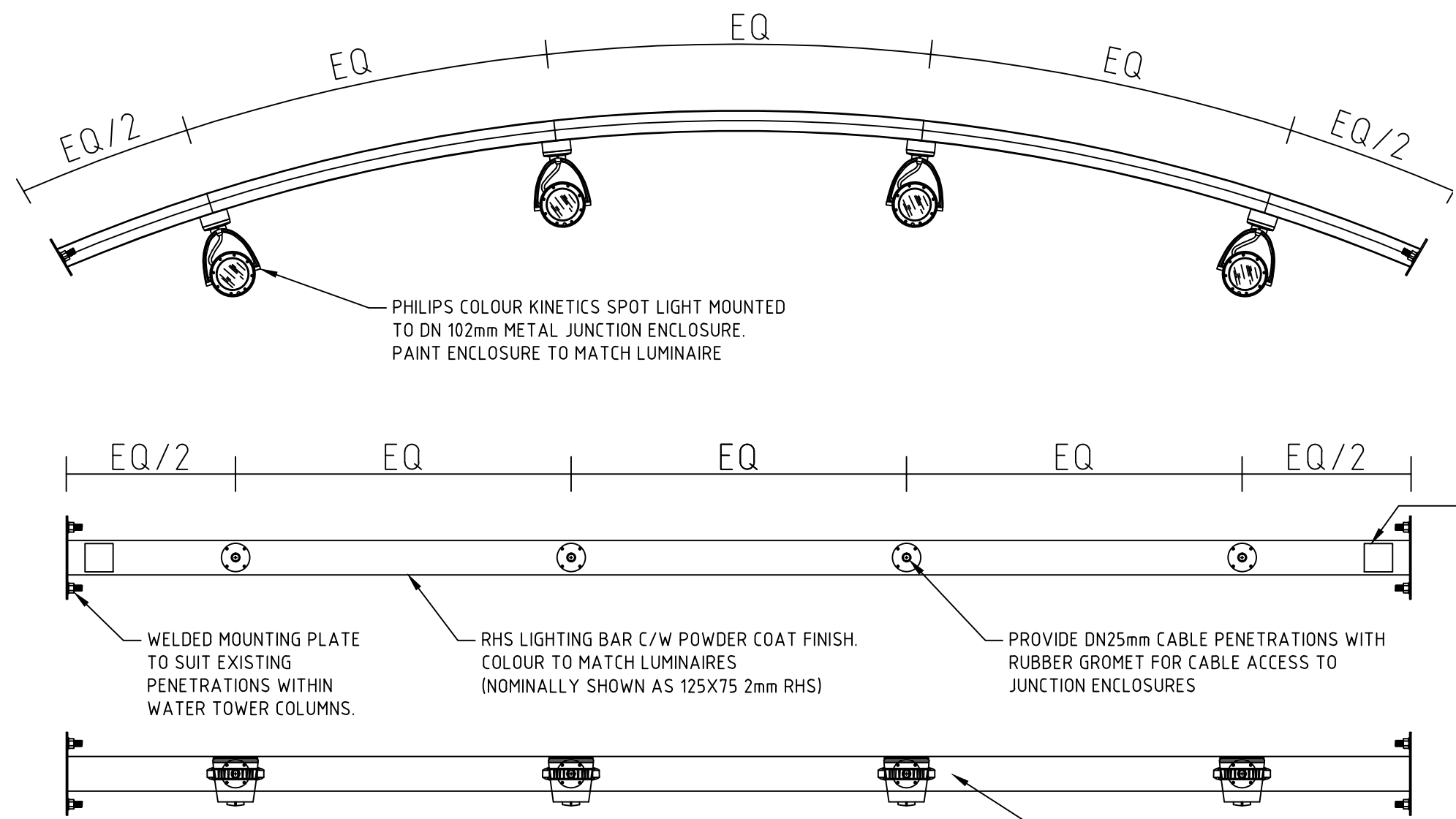
WATER TOWER LIGHTING PLAN
SCALE: 1:100 @ A1



LIGHTING BAR MOUNTING DETAIL
SCALE: 1:20 @ A1

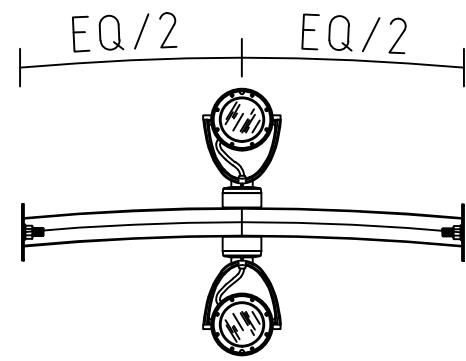


INDICATIVE LIGHTING BAR SECTION
SCALE: 1:20 @ A1

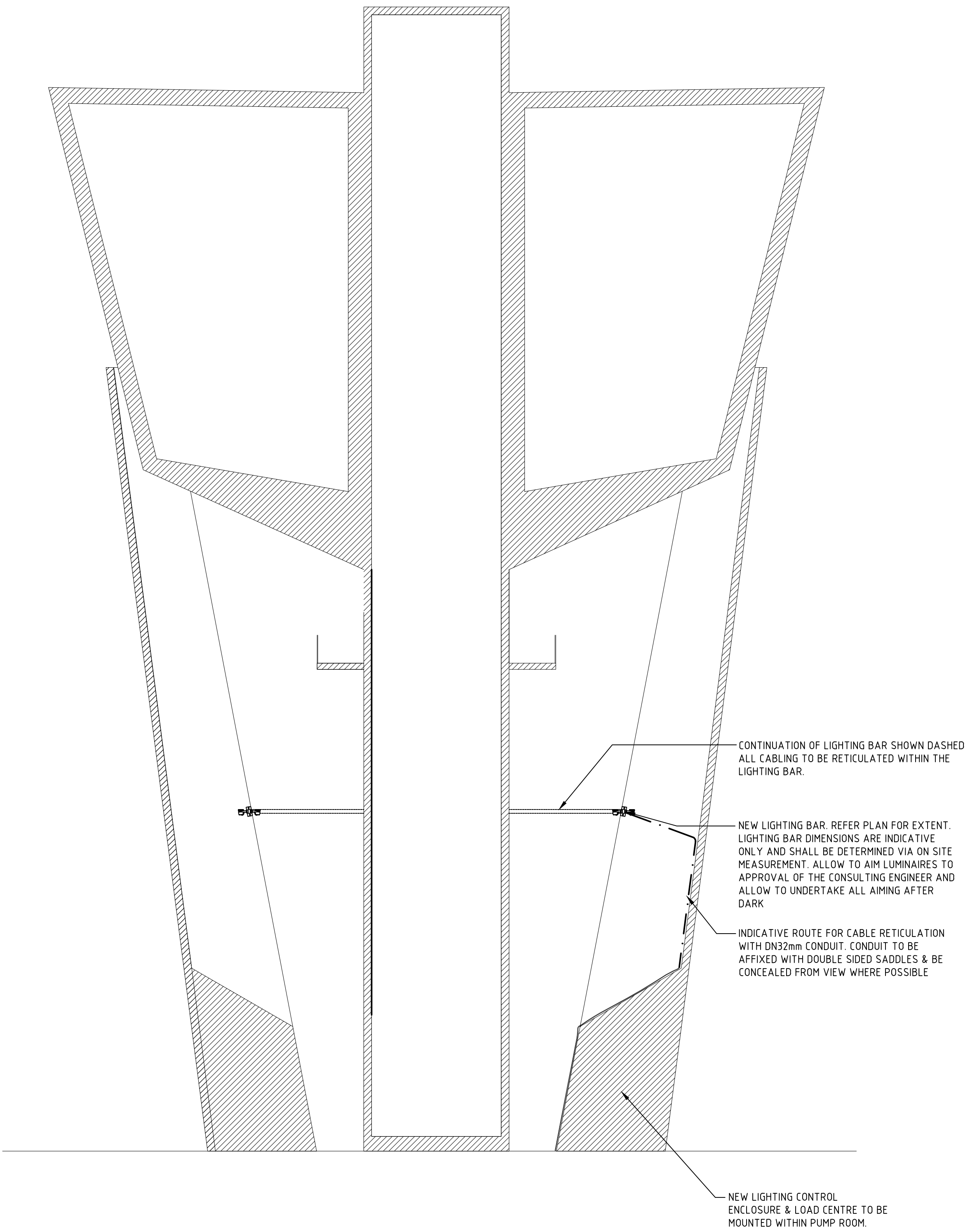


INDICATIVE LARGE LIGHTING BAR DETAIL
SCALE: 1:20 @ A1
ALL DIMENSIONS TO BE DETERMINED FROM ONSITE MEASUREMENTS
ALL LIGHTING BARS SHALL BE PREWIRED AND TESTED PRIOR TO INSTALLATION ON SITE.

LIGHTING BAR JUNCTION BOX & TERMINAL STRIP(S). PAINT BOX TO MATCH LIGHTING BAR



INDICATIVE SMALL LIGHTING BAR DETAIL
SCALE: 1:20 @ A1
ALL DIMENSIONS TO BE DETERMINED FROM ONSITE MEASUREMENTS
AS PER LARGE LIGHTING BAR CONSTRUCTION



WATER TOWER SECTION
SCALE: 1:100 @ A1

- LAYOUT & CABLE RETICULATION PATHWAY SUBJECT TO PWC APPROVAL. NO WORKS TO COMMENCE WITHOUT WRITTEN AUTHORIZATION BY PWC. PROVIDE SHOP DRAWING FOR LUMINAIRE MOUNTING/CONDUITS/TRAY/ CONTROL ENCLOSURE FOR REVIEW & APPROVAL BY PWC.

NOT FOR CONSTRUCTION

CAD REF: J12 PROJECTS\60341431 GOYDER SQUARE REDEVELOPMENT\5. CAD\2D SHEET\50341431-05.DWG
LAST MODIFIED: 20/02/2016 10:11 AM
REVISIONS

This drawing is confidential and shall only be used for the purposes of this project.				
No.	BY	DATE	DESCRIPTION	APPROD
REVISIONS				
D	MSC	10.02.16	ISSUED FOR PWC APPROVAL	AB
C	MSC	13.11.15	ALTERNATIVE LIGHTING CONCEPT	AB
B	CD	13.07.15	CONSTRUCTION ISSUE	MS
A	CD	17.04.15	TENDER ADDENDUM 1	AB

Scale	
-------	--

THE SIGNING OF THIS TITLE BLOCK CONFIRMS THE DESIGN AND DRAFTING OF THIS PROJECT HAVE BEEN PREPARED AND CHECKED IN ACCORDANCE WITH THE AECOM QUALITY ASSURANCE SYSTEM TO ISO 9001:2000			
DESIGNED	MSC	CHECKED	AB
DRAWN	CD	CHECKED	MSC
APPROVED	MP	DATE	25.03.15



RPEQ No.
AECOM Australia Pty Ltd A.B.N. 20 093 846 925

Status	
--------	--

GOYDER SQUARE REDEVELOPMENT - STAGE 2 & 3		
WATER TOWER LIGHTING DETAILS		
FOR CONSTRUCTION	60341431-05	D

Power and Water Corporation (ABN 15 947 352 360)
("Power and Water")

The party named in Item 2
("the Licensee")

Licence Agreement (Structure)



TABLE OF CONTENTS

1.....	DEFINITION AND INTERPRETATION	31
1.1	Definitions	31
1.2	Interpretation.....	34
1.3	Joint and Several.....	35
1.4	Business Day.....	35
2.....	TERMINATION OF OTHER ARRANGEMENTS.....	36
2.1	Previous Arrangement	36
2.2	Effect of Termination	36
3.....	LICENCE	36
3.1	Grant of Licence	36
3.2	Term and Holding Over	36
3.3	Nature of Licence	37
3.4	Grant of New Licence	37
4.....	LICENCE FEE AND OTHER FEES.....	37
4.1	Licence Fee.....	37
4.2	Licence Fee Reviews.....	37
4.3	CPI Review	38
4.4	Percentage Review	38
4.5	Power and Water Employee Rates.....	38
4.6	Administration Fees	38
4.7	Storage and Removal Fees	38
5.....	MUTUAL OBLIGATIONS.....	39
5.1	Permits and Approvals.....	39
5.2	Licensee's Property	39
5.3	No Interference.....	39
5.4	Refund of Licence Fee on Termination	39
5.5	Damage and Destruction.....	39
6.....	INSURANCE	41
6.1	Licensee must insure	41
6.2	Terms of Insurance	41
6.3	Insurance does not affect obligations	41
6.4	Power and Water Entitlement	42
6.5	Excess	42
7.....	PERMITTED USE	42
8.....	INSTALLATION, RELOCATIONS, MODIFICATIONS REMOVAL AND MAINTENANCE OF FACILITY	42
8.1	Preconditions for Installations	42
8.2	Installation of Facility.....	42
8.3	Relocation of Facility	43
8.4	Removal of Facility.....	43
8.5	Modifications to Facility.....	44
8.6	Maintenance of Facility	45
9.....	MAINTENANCE OF STRUCTURE	45
9.2	Facility Turn Off or removal	45
9.3	Co-operation	46

9.4	Release	46
9.5	Power and Water to Minimise Disruption	46
10.	OPERATIONAL REQUIREMENTS	46
11.	LICENSEE'S CONTRACTORS	46
11.1	Licensee's Contractors	46
11.2	Contractors to Identify	47
11.3	Liability for Contractors	47
12.	OBLIGATIONS RELATING TO LICENSED AREA	48
12.1	Clean, No Damage and Rectification	48
12.2	Notice of Accident	48
12.3	Laws and Regulation	48
12.4	Signs	49
12.5	Nuisance	49
12.6	No Inflammable Substances	49
12.7	Secure the Land	49
12.8	Costs of Modifications	49
12.9	Connection and Consumption of Electricity	49
12.10	Works by or on behalf of the Licensee	49
13.	OCCUPATIONAL HEALTH AND SAFETY	51
13.1	Definitions	51
13.2	Priority to safety issues	51
13.3	Compliance with laws and standards	52
13.4	Reporting and compliance	52
13.5	Audit and monitoring	52
13.6	Unsafe work	52
13.7	Licensee not relieved	53
13.8	Substantive breach	53
14.	SAFETY AND ENVIRONMENT	54
14.1	Safety	54
14.2	Suspension for safety breach	54
14.3	Notification of safety issue	54
14.4	Environmental requirements	55
14.5	Contractor compliance with environmental requirements	55
14.6	Remediation	56
15.	EMERGENCIES	56
15.1	Response by Power and Water	56
15.2	Notifications	56
15.3	Response by Licensee	57
15.4	Audit of emergency process	57
16.	LICENSEE'S RIGHTS AND ACCESS	57
16.1	No Erosion of Licensee's Rights	57
16.2	Access	57
16.3	Emergency Access	58
16.4	Call Out Fees	58
16.5	Powers of Power and Water to Exclude	58
16.6	Access Notice	59
17.	OTHER INSTALLATIONS	59
17.1	No Interference or Damage	59

17.2	Licensee to Rectify Interference or Damage	59
17.3	No Unreasonable Interference	59
17.4	Notice of Interference.....	59
18.	DEFAULT AND TERMINATION	60
18.1	Termination for Convenience	60
18.2	Termination for breach	60
18.3	Accrued rights and remedies	60
19.	RELEASES AND INDEMNITIES	60
19.1	No Warranty as to Suitability	60
19.2	Licensee's Risk	61
19.3	Release	61
19.4	Indemnity	61
20.	NOTICES	62
20.1	Requirements	62
20.2	Service	62
20.3	Deemed Service.....	62
20.4	Facsimile	63
20.5	Address	63
21.	COSTS AND STAMP DUTY	63
21.1	Legal Costs	63
21.2	Stamp Duty	63
22.	SEVERABILITY.....	63
23.	GOVERNING LAW AND JURISDICTION.....	63
23.1	Governing Law.....	63
23.2	Exclusive Jurisdiction.....	63
24.	COUNTERPARTS	63
25.	RIGHTS CUMULATIVE	64
26.	CONSENTS	64
27.	FURTHER ASSURANCES.....	64
28.	BINDING AGREEMENT.....	64
29.	LIABILITY.....	64
30.	RELATIONSHIP OF PARTIES	64
31.	NO ASSIGNMENT	64
32.	ATTORNEYS	65
33.	AMENDMENTS & WAIVERS.....	65
33.1	Variation in Writing	65
33.2	Waiver.....	65
34.	CONFIDENTIALITY.....	65
35.	ENTIRE UNDERSTANDING.....	65
36.	GOODS AND SERVICES TAX	66
36.1	Interpretation.....	66
36.2	GST Inclusive	66

36.3	Tax Invoice	66
36.4	Change of GST Rate	66
37.	SURVIVAL	66
38.	SPECIAL CONDITONS	67

THIS AGREEMENT is made the _____ day of _____ 20____

BETWEEN:

POWER AND WATER CORPORATION ABN 15 947 352 360 of 2nd Floor, Mitchell Centre, 55-59 Mitchell Street, Darwin, Northern Territory, 0800 ("Power and Water")

AND:

The party named in Item 2 ("the Licensee")

BACKGROUND:

- A. Power and Water is the owner of the Land on which the Structure is situated.
- B. The Licensee has requested that Power and Water grant it the right to occupy and use the Licensed Area for telecommunication purposes.
- C. Power and Water has agreed to grant to the Licensee a non-exclusive licence to occupy and use the Licensed Area for the Permitted Use on the terms and conditions appearing in this Agreement.

AGREEMENT:

1. DEFINITION AND INTERPRETATION

1.1 Definitions

In this Agreement unless the context otherwise requires:

"Accredited Contractor" means:

- (a) a contractor named in Item 7; and
- (b) any other contractor approved by Power and Water.

"After Hours Call Out Fee" means the fee set out or determined in Schedule 2 where Personnel are required to attend the Land in connection with access to the Licensed Area outside of Business Hours, as may be reviewed and amended by Power and Water from time to time by notice in writing to the Licensee in accordance with clause 16.4.

"Agreement" means this agreement between Power and Water and the Licensee (including any annexures and schedules to it).

"Authorisations" means any consent, licence, authorisation, registration, approval, permit, clearance, exemption or the like which are issued, granted or approved or required to be issued, granted or approved under Laws to the extent they apply or relate to the Permitted Use, the Licenced Area, the Land or the exercise or performance by the Licensee of its rights and obligations under this Agreement including building approval (under the *Building Act (NT)*) and planning approval (under the *Planning Act (NT)*).

"Authority" means any government or regulatory department, body, instrumentality, minister, agency or other authority.

"Business Day" means a day which is not a Saturday, Sunday or public holiday in the place in which the Licensed Area is located.

"Business Hours" means between the hours of 8.00 am and 4.00 pm on a Business Day.

"Call Out Fee" means the fee set out or determined in Schedule 2 where Personnel are required to attend the Land in connection with access to the Licensed Area during Business Hours, as may be reviewed and amended by Power and Water from time to time by notice in writing to the Licensee in accordance with clause 16.4.

"Commencement Date" means the date specified in Item 3(b).

"Contamination" means a condition of land, air, soil or water, including groundwater, resulting from past or present Pollution and which shares any or all of the characteristics of Pollution.

"CPI" means the Darwin Consumer Price Index (All Groups) as published from time to time by the Australian Bureau of Statistics, or any similar index which replaces it.

"Emergency" means any event which requires prompt action to protect:

- (a) the security or integrity of Power and Water's assets or infrastructure;
- (b) the health and safety of persons;
- (c) the Environment;
- (d) property; or
- (e) the constant supply of electricity, water or sewerage services to the public.

"Environment" means the physical factors of the surroundings of humans and other life forms, including the land, soil, plants, habitat, waters, atmosphere, climate, sounds, odours, tastes, biodiversity and the social and aesthetic values of landscape.

"Environmental Approval" means any licence, permit, consent, approval, determination, certificate or permission from any Authority in relation to the Environment or under any Environmental Law which must be obtained or satisfied for or in connection with the Permitted Use.

"Environmental Laws" means all Laws regulating or otherwise relating to the Environment, including any law relating to land use, planning, heritage, coastal protection, water catchments, weed management, pollution of the land, air or waters, noise, soil or ground water contamination, chemicals, waste, use of hazardous or dangerous goods or substances, building regulations, public and occupational health and safety, noxious trades or any other aspect of protection of the Environment or person or property from Environmental harm.

"Facility" means the Licensee's equipment described in Item 5.

"Hazardous Activity" means an activity being part of the Permitted Use which involves a risk or injury or damage to a person.

"Insolvency Event" means any of the following events:

- (a) an application is made to a court for an order or an order is made that the corporation be wound up;

- (b) an application is made to a court for an order appointing a liquidator or provisional liquidator in respect of that corporation or one of them is appointed, whether or not under an order;
- (c) a meeting is convened or a resolution is passed to appoint an administrator in respect of that corporation;
- (d) except to reconstruct or amalgamate while solvent, the corporation enters into, or resolves to enter into, a scheme of arrangement or composition with, or assignment for the benefit of, all or any class of its creditors, or it proposes a reorganisation, moratorium or other administration or arrangement involving any of them;
- (e) the corporation proposes or enters into a deed of company arrangement with or for the benefit of all or any class of its creditors;
- (f) a resolution is passed to wind up or dissolve that corporation;
- (g) the corporation is dissolved;
- (h) the corporation is or becomes or states that it is insolvent or any of the events mentioned in subsection 459C(2) (a) to (f) inclusive of Part 5.4 of the Corporations Act 2001 (Cth) occurs in respect of the corporation;
- (i) the appointment of an administrator in respect of the corporation or a receiver or manager or receiver and manager of the whole or part of the assets and undertaking of the corporation;
- (j) as a result of the operation of Part 5.4 of the Corporations Act 2001 (Cth) the corporation is taken to have failed to comply with a statutory demand;
- (k) the corporation is, or makes a statement from which it may be reasonably deduced that the corporation is the subject of an event described in s459C(2)(b) or s585 of the Corporations Act 2001 (Cth); or
- (l) anything analogous or having a substantially similar effect to any of the events specified above has occurred under the law of any applicable jurisdiction.

“Item” means an item referred to in Schedule 1.

“Land” means the land described in Item 1(a).

“Laws” means any applicable statute, regulation, by-law, ordinance or subordinate legislation in force from time to time in Australia, whether made by a State, Territory, the Commonwealth, or a local government, and includes the common law, rules of equity and mandatory codes, standards or guidelines as applicable from time to time.

“Licence Fee” means the annual fee specified in Schedule 2 payable by the Licensee in consideration for the grant of the licence under this Agreement (which applies on the Commencement Date) as adjusted in accordance with this Agreement.

“Licensed Area” means that part of the Land shown delineated or hatched on the plan attached to this Agreement and marked “Annexure 1”.

“Operational Requirements” means the operational requirements for the Structure developed by Power and Water (as amended from time to time by Power and Water provided

that written notice of any amendments are given to the Licensee), a copy of which the Licensee acknowledges it has received.

“Permitted Use” means the use specified in Item 6.

“Personnel” means any employee, agent or contractor acting in accordance with the direction and authority of Power and Water.

“Pollution” means any solid, liquid, gas, odour, heat, sound, vibration, radiation or substance (alone or in combination), other than those naturally present in a given segment of the Environment, which has the potential to cause harm to the Environment.

“Review Date” means each date specified in Schedule 2.

“Review Method” means the manner of reviewing the Licence Fee that is applicable to a particular Review Date as specified in Schedule 2, being either CPI Review or Percentage Review detailed in clauses 4.3 and 4.4.

“Standard” means any relevant radiation protection codes, standards, guides and recommendations published from time to time by the Australian Radiation Protection and Nuclear Safety Agency (“ARPANSA”) and includes the “Radiation Protection Standard Maximum Exposure Levels to Radiofrequency Fields – 3kHz to 300GHz” document published by ARPANSA.

“Structure” means the structure described in Item 1(b).

“Term” means the term of this Agreement specified in Item 3(a) commencing on the Commencement Date and expiring on the Termination Date and includes any period of holding over in accordance with clause 3.2.

“Termination Date” means the date specified in Item 3(c).

1.2 Interpretation

Headings are for convenience only and do not affect interpretation. The following rules also apply in interpreting this Agreement, except where the context makes it clear that a rule is intended to apply.

In this Agreement unless expressed to the contrary:

- (a) a reference to:-
 - (i) a reference to any document (including this Agreement) is to that document as varied, novated, ratified or replaced from time to time;
 - (ii) any Law includes regulations and other statutory instruments under any of them and consolidations, amendments, re-enactments or replacements of any of them;
 - (iii) a person includes a partnership, joint venture, unincorporated association, corporation and a government or statutory body or authority;
 - (iv) an obligation includes a warranty or representation and a reference to a failure to comply with an obligation includes a breach of warranty or representation;

- (v) "\$" or "dollars" is a reference to Australian currency;
- (vi) a person:
 - A. is a reference to a person in his or her personal and any agency or trustee (or both) capacity; and
 - B. includes the person's executors, administrators, successors, assigns and substitutes (including persons substituted by novation);
- (vii) a time is a reference to the time at the place where any thing is to be done or any documents or notice is to be received;
- (viii) writing includes any mode of representing or reproducing words in a tangible and visible form, and includes facsimile transmission and email; and
- (ix) a right includes a benefit, remedy, discretion, authority or power;
- (x) a reference to a clause, section, schedule or annexure is a reference to a clause, section, schedule or annexure, as the case may be, of this Agreement and references to this Agreement include any schedule or annexure to this Agreement;
- (b) words importing:-
 - (i) the singular includes the plural and vice versa;
 - (ii) a gender includes all other genders;
- (c) "including" and similar words are not words of limitation;
- (d) headings do not affect the construction of this Agreement;
- (e) if a word or phrase is defined similar words and phrases have a corresponding meaning;
- (f) where time is to be calculated by reference to a day or event, that day or the day of that event is excluded; and
- (g) a term or condition of this Agreement must not be interpreted to the disadvantage of a party merely because that party was responsible for the drafting of this Agreement or the inclusion of the term or condition in this Agreement.

1.3 Joint and Several

Where two or more persons are named as a party to this Agreement their liability under this Agreement is joint and several. Every covenant or agreement expressed or implied in this Agreement in which more persons than one covenant and agree will bind such persons and any 2 or more of them jointly and each of them severally.

1.4 Business Day

Where the day on or by which an act, matter or thing is to be done under this Agreement is not a Business Day, the act, matter or thing must be done on the next day which is a Business Day.

2. TERMINATION OF OTHER ARRANGEMENTS

2.1 Previous Arrangement

Any existing agreement, arrangement or authorisation between the parties in respect of the use of or access to the Licensed Area ("Previous Arrangement") is hereby terminated.

2.2 Effect of Termination

The termination of any Previous Arrangement under clause 2.1 does not affect any right or obligation of any party which existed prior to the termination of any Previous Agreement.

3. LICENCE

3.1 Grant of Licence

Subject to the terms of this Agreement, Power and Water grants the Licensee a non-exclusive licence to use and access the Licensed Area for the Permitted Use during the Term, including:

- (a) the right to access over the Land and Structure to and from the Licensed Area and the Facility in accordance with the terms in this Agreement with or without all necessary vehicles, equipment and workmen;
- (b) to lay electricity cables over, under or within the Land and Structure (including the Licensed Area) as necessary to connect the Facility to the public electricity supply, and to transmit electricity through those cables;
- (c) to lay communication cables and any other cables through (and over or under) the Land (including the Licensed Area) in connection with the Permitted Use and to use those cables;
- (d) to repair, replace, renew, alter, maintain and upgrade the cables referred to in clause 3.1 (b) and (c); and
- (e) access so much of the Land adjoining and adjacent to the Structure and the Licensed Area as reasonably necessary for the purpose of installation, erection, construction, repair, replacement, renewal, maintenance and operation of the Facility.

3.2 Term and Holding Over

- (a) This Agreement is for the Term, subject to earlier termination in accordance with this Agreement.
- (b) If the Licensee is allowed to continue to use and access the Licensed Area after the Termination Date with Power and Water's prior written approval (and the Licensee is not entitled to a new licence or does not want a new licence in accordance with clause 3.4) then the following will apply:
 - (i) the Licensee will be a licensee on an annual basis on the same terms of this Agreement except:
 - A. for those changes which are necessary to make this Agreement appropriate for an annual licence; and

- B. for those changes which Power and Water requires as a condition of giving its approval to the holding over; and
- (ii) such licence agreement may be terminated on any day by either party giving thirty (30) days' notice to the other party.

3.3 Nature of Licence

- (a) The licence granted under this Agreement is personal to the Licensee and provides personal rights in contract only.
- (b) Nothing in this Agreement:
 - (i) confers or grants any rights as a lessee of the Licensed Area; or
 - (ii) creates a relationship of lessor and lessee between Power and Water and the Licensee.

3.4 Grant of New Licence

- (a) Power and Water must grant to the Licensee at the Licensee's cost a new licence of the Licensed Area for the period (if any) specified in Item 4(a) if:
 - (i) the Licensee gives Power and Water at least 6 months' written notice prior to the expiration of the Term that the Licensee wants a new licence of the Licensed Area for the period specified in Item 4(a); and
 - (ii) the Licensee is not in default under this Agreement at the date of the notice or on the Termination Date.
- (b) The new licence contains the same terms and conditions as this Agreement except that:
 - (i) the Licence Fee is the Licence Fee payable on the Termination Date subject to any review provided for in this Agreement;
 - (ii) the Term, Commencement Date and Termination Date specified in Items 4(a), (b) and (c) replace those in Item 3;
 - (iii) this clause 3.4 and Item 4 are deleted.

4. LICENCE FEE AND OTHER FEES

4.1 Licence Fee

The Licensee must pay the Licence Fee to Power and Water annually in advance in such manner as directed by Power and Water from time to time. The first such payment must be made on the Commencement Date and thereafter on or before each anniversary of the Commencement Date.

4.2 Licence Fee Reviews

The Licence Fee is to be reviewed on each Review Date. The Review Method applicable on any Review Date is that method specified in Schedule 2, provided that in no circumstances may the reviewed Licence Fee be less than the Licence Fee payable for the year immediately prior to a particular Review Date.

4.3 CPI Review

If the Review Method for a Review Date is stated to be “CPI Review” in Schedule 2 then the Licence Fee payable from that Review Date until the next Review Date is determined as follows:

$$\text{RLF} = \frac{\text{LF} \times \text{CPI}}{\text{CCPI}}$$

Where:

RLF = the Licence Fee applicable from the Review Date until the next Review Date;

LF = the Licence Fee payable immediately before the Review Date;

CPI = the CPI last published before the relevant Review Date;

CCPI = the CPI last published before:

- (a) in the case of the first Review Date, the Commencement Date; or
- (b) in every other case, the last Review Date immediately preceding the Review Date.

4.4 Percentage Review

If the Review Method for a Review Date is stated to be “Percentage Review” in Schedule 2 then the Licence Fee payable from that Review Date until the next Review Date is determined by increasing the Licence Fee payable immediately before the Review Date by the percentage specified in Schedule 2.

4.5 Power and Water Employee Rates

Power and Water may from time to time upon the provision of one month’s written notice to the Licensee, adjust the hourly rate for Power and Water employees specified in Schedule 2 as it thinks fit. The adjusted hourly rate will take effect from the expiry of the notice period required under this clause and Schedule 2 will be deemed to be amended accordingly.

4.6 Administration Fees

- (a) Where specified in Schedule 2 in relation to amounts payable by the Licensee to Power and Water under this Agreement, Power and Water may charge the Licensee an administration fee equal to 15% on any such amounts.
- (b) The Licensee must pay Power and Water upon demand any such administration fees charged by Power and Water.

4.7 Storage and Removal Fees

- (a) Where the Licensee is required to remove the Facility or any other property from the Licensed Area, the Structure or the Land but fails to do so and Power and Water has any such items removed, Power and Water may charge the Licensee the storage and removal fees specified in Schedule 2.
- (b) The Licensee must pay Power and Water upon demand any such storage and removal fees charged by Power and Water.

5. MUTUAL OBLIGATIONS

5.1 Permits and Approvals

Power and Water:

- (a) irrevocably authorises the Licensee at the Licensee's expense, to make applications to any relevant Authority for any necessary Authorisations, and to exercise and procure every right of appeal arising from the determination of any such application or the failure to determine such application; and
- (b) must sign all documentation and provide all assistance reasonably required by the Licensee, or any person nominated by the Licensee, at the Licensee's cost, to obtain Authorisations.

5.2 Licensee's Property

The Facility remains at all times the property of the Licensee, even if the Facility is attached to the Licensed Area.

5.3 No Interference

Subject to Power and Water's rights under this Agreement, Power and Water agrees not to manipulate, tamper or interfere with, damage, deface, remove or destroy the Facility or any part of its operation without the prior written permission of the Licensee.

5.4 Refund of Licence Fee on Termination

If this Agreement is lawfully terminated by the Licensee prior to the Termination Date pursuant to clauses 5.5, Power and Water must, within 30 days of such termination, refund to the Licensee any of the Licence Fee paid in advance for that portion of the Term after the date of termination.

5.5 Damage and Destruction

If during the Term, the Licensed Area, the Land or the Structure (or any part of them) are destroyed or damaged so as to render the Licensed Area wholly or substantially unfit for the Permitted Use, then:

- (i) the Licence Fee and all other monies payable by the Licensee under this Agreement after the date of such destruction or damage or a fair and just proportion of them according to the nature and extent of the damage to the Licensed Area will cease to be payable to the extent that the damage is not caused or contributed to by the Licensee, until:
 - A. the Land, the Structure and/or the Licensed Area have been rebuilt, reinstated and repaired so that the Licensed Area is fit for Permitted Use by the Licensee; and
 - B. a further period has elapsed which is reasonable in all the circumstances to allow the Licensee to carry out any necessary refitting of the Licensed Area;
- (ii) the Licensee's obligation to repair and maintain the Licensed Area in good repair and condition will be suspended for so long as the Licensed Area or part of it is unfit for the Permitted Use by the Licensee;

- (iii) where:
 - A. the Licensed Area is wholly unfit for the Permitted Use by the Licensee and an independent architect (appointed by the senior official for the time being of the Australian Institute of Architects Northern Territory Chapter on the written request of either Power and Water or the Licensee, and whose costs are to be shared equally between the parties) certifies that the Licensed Area is likely to remain wholly unfit for the Permitted Use for not less than 3 months from the date of the architect's certificate; or
 - B. the Licensed Area is condemned as a dangerous by any Authority having jurisdiction for that purpose,

the Licensee or Power and Water may terminate this Agreement by 1 months' written notice to the other party;
- (iv) where the Licensed Area is substantially unfit for the Permitted Use by the Licensee and:
 - A. Power and Water does not render the Licensed Area fit for the Permitted Use within a reasonable time (being no longer than 3 months) having regard to the extent and severity of the damage; or
 - B. the operation of the Facility is compromised or the level of service provided by the Facility to the Licensee's customers falls below the level considered reasonably acceptable to the Licensee,then the Licensee or Power and Water may terminate this Agreement by 1 months' written notice to the other party;
- (v) where the Licensed Area is wholly or substantially unfit for the Permitted Use Power and Water may in lieu of restoring or causing the Licensed Area to be restored give notice in writing to the Licensee terminating this Agreement and this Agreement will thereupon be terminated;
- (vi) any termination of this Agreement under this clause:
 - A. applies notwithstanding any other provision of this Agreement;
 - B. is in addition to the other remedies under this Agreement; and
 - C. is without prejudice to any prior claim or remedy which either party may have against the other;
- (vii) nothing contained or implied in this Agreement will:
 - A. entitle the Licensee to claim from or sue Power and Water for compensation where Power and Water does not reinstate the Licensed Area;
 - B. be deemed to impose any obligation upon Power and Water to rebuild or reinstate or make fit for the Permitted Use the Licensed Area.

6. INSURANCE**6.1 Licensee must insure**

- (a) The Licensee must:
 - (i) take out and maintain insurance policies in respect of the following with an insurer reasonably approved by Power and Water and noting the interests of Power and Water:
 - (ii) public liability insurance on an occurrence basis for an insured amount of not less than twenty million dollars (\$20,000,000.00) per single claim, covering claims brought by third parties in respect of bodily injury (including death) and/or property damage in respect of the Licensed Area;
 - (iii) a policy of insurance as required by the Return to Work Act (NT); and
 - (iv) a policy of property damage insurance over the Facility against the loss or damage (including damages by fire explosion storm tempest lightning earthquake or other cause) and also any loss of profit that may result; and
 - (v) not do anything or omit to do anything whereby any insurance effected pursuant to this Agreement may become vitiated or non-effective.
- (b) In default of the Licensee maintaining the insurance policies as set out in this clause, this Agreement may be immediately terminated by Power and Water.
- (c) The remedy provided in this clause 6.1:
 - (i) applies notwithstanding any other provision of this Agreement; and
 - (ii) is in addition to the other remedies under this Agreement.

6.2 Terms of Insurance

The Licensee:

- (a) will if requested by Power and Water, promptly provide to Power and Water a certificate of currency, a copy of the policy wording including all endorsements, and proof of the payment of premiums in respect of such insurance policies;
- (b) must take out insurance policies that are primary and without any right of contribution from any insurance covers maintained by Power and Water; and
- (d) must ensure that any contractors take out and maintain valid and enforceable insurance policies of the types and for the coverage specified in this clause 6.

6.3 Insurance does not affect obligations

The taking out and maintaining of insurance as required by this clause 6 does not in any way limit the responsibilities, obligations or liabilities of the Licensee under other provisions of this Agreement .

6.4 Power and Water Entitlement

If the Licensee fails to satisfy its obligations under this clause 6 Power and Water is entitled to take out and maintain such insurance policies and pay the premiums as necessary and then recover such amounts as a liquidated debt from the Licensee.

6.5 Excess

In the event of a claim under any of the policies referred to in this clause 6, the Licensee will be liable for any excess applicable except to the extent that the claim is due to the negligent act or omission of or breach of this Agreement by Power and Water.

7. PERMITTED USE

The Licensee agrees not to use the Licensed Area, or permit the Licensed Area to be used, for a purpose other than the Permitted Use.

**8. INSTALLATION, RELOCATIONS, MODIFICATIONS
REMOVAL AND MAINTENANCE OF FACILITY****8.1 Preconditions for Installations**

Before it begins to install the Facility on the Licensed Area the Licensee must:

- (a) procure all Authorisations (unless the Licensee has a statutory exemption from the requirement to obtain an Authorisation but only to the extent Power and Water does not require any such exempted Authorisations to be procured);
- (b) provide Power and Water with designs, plans, drawings (including RADHAZ drawings) and specifications for the installation of the Facility;
- (c) obtain the consent of Power and Water for the works associated with the installation which consent may be given conditionally or unconditionally, or withheld, in Power and Water's absolute discretion; and
- (d) pay Power and Water upon demand all costs and expenses incurred by Power and Water in giving its consent including consent fees specified or referred to in Schedule 2 (whether or not Power and Water grants or refuses consent).

8.2 Installation of Facility

- (a) As soon as practicable after procuring the Authorisations and consent referred to in clause 8.1 the Licensee must complete the construction and installation of the Facility in a competent, workmanlike manner and in accordance with the approved plans.
- (b) The Licensee must promptly (and in any event no later than 3 Business Days following completion) notify Power and Water upon completion of the installation.
- (c) The Licensee must ensure that it and its contractors install the Facility on or in the Licensed Area:
 - (i) in accordance with this Agreement;
 - (ii) in a manner that will, as far as reasonably possible:

- A. not interfere, or be reasonably likely to interfere, with Power and Water's ability to access or use the Structure or the Land;
 - B. enable any third party that has installed infrastructure on the Structure or the Land to continue to use that infrastructure and the Structure or the Land without interference;
 - C. subject to the Licensee's access rights, enable third parties to also install and use equipment on the Structure or the Land where they have been granted rights by Power and Water to do so.
- (d) Within a reasonable period following completion of the installation of the Facility, the Licensee must provide Power and Water with an electronic copy of the as-built drawings in a standard CAD format for the Facility installed.

8.3 Relocation of Facility

- (a) Power and Water may require the Licensee to relocate the Facility to a new position on the Structure or the Land to enable Power and Water to maximise the use of the Structure or the Land by all users and potential users if, in the new position, the Facility will achieve substantially the same quality, comparable performance, suitability and safety as was afforded the Facility in respect of the existing position.
- (b) If Power and Water requires the Licensee to relocate the Facility to a new position on the Structure or the Land in accordance with clause 8.3(a), Power and Water must give the Licensee a relocation notice at least 1 month prior to the date of the proposed relocation or such longer notice period if agreed by the parties.
- (c) Within 10 Business Days of receipt of a relocation notice given under clause 8.3(b), the Licensee must relocate the Facility in accordance with the relocation notice at its own cost.
- (d) If Licensee fails to relocate the Facility in accordance with clause 8.3(c), the Licensee will be deemed to have consented to Power and Water relocating the Facility in accordance with the relocation notice at the Licensee's cost and the costs will be a debt due and owing from the Licensee to Power and Water.

8.4 Removal of Facility

- (a) Upon the expiry or sooner termination of this Agreement the Licensee must within 7 days after the expiry or sooner termination of this Agreement:
 - (i) remove the Facility, all loose materials and equipment associated with the Facility and any other fixtures, fittings, facilities, structures or any other property installed, constructed, brought onto or affixed to the Licensed Area by the Licensee;
 - (ii) disconnect the Facility from any connection to any utilities and make the connections safe;
 - (iii) restore the Licensed Area to the condition it was in immediately before the Facility was installed;

- (iv) remove all electrical or communication cables, conduits or other connections on the Land relating to or in connection with the Facility;
 - (v) return to Power and Water all keys, card-keys, tools and other devices for the purposes of obtaining access to the Licensed Area held by the Licensee or by any of the Licensee's employees, agents, contractors or invitees irrespective of whether or not the same have been supplied by Power and Water; and
 - (vi) make good any damage or disfigurement caused to the Licensed Area, the Structure or the Land (or any part of them) by reason of compliance with this clause 8.4.
- (b) If the Licensee does not remove the items in accordance with clause 8.4(a), Power and Water may treat those items as abandoned and will be and become the property of Power and Water to deal with in any way Power and Water sees fit but at the Licensee's expense (including removing those items, storing them in a public warehouse and disposing of them if the Licensee has not claimed those items within one (1) month after storage commences).
- (c) Power and Water's costs and expenses incurred in connection with any failure by the Licensee to comply with its obligations under clause 8.4(a) will be payable by the Licensee to Power and Water within thirty (30) days from the date of receipt of a notice to pay from Power and Water and if not paid will be recoverable by Power and Water from the Licensee as a debt payable to Power and Water.

8.5 Modifications to Facility

- (a) Before it begins to vary, modify, extend or upgrade the Facility the Licensee must:
- (i) procure all Authorisations (unless the Licensee has a statutory exemption from the requirement to obtain an Authorisation but only to the extent Power and Water does not require any such exempted Authorisations to be procured);
 - (ii) provide Power and Water with designs, plans, drawings (including RADHAZ drawings) and specifications for the variation, modification, extension or upgrade of the Facility;
 - (iii) obtain the consent of Power and Water for the works associated with the variation, modification, extension or upgrade which consent may be given conditionally or unconditionally but will not be unreasonably withheld; and
 - (iv) pay Power and Water upon demand all costs and expenses incurred by Power and Water in giving its consent including consent fees specified or referred to in Schedule 2 (whether or not Power and Water grants or refuses consent).
- (b) As soon as practicable after procuring the Authorisations and consent referred to in clause 8.5(a) the Licensee must complete the works associated with the variation, modification, extension or upgrade in a competent, workmanlike manner and in accordance with the approved plans.
- (c) The Licensee must promptly (and in any event no later than 3 Business Days following completion) notify Power and Water upon completion of the works.

- (d) The Licensee must ensure that it and its contractors complete the works associated with the variation, modification, extension or upgrade of the Facility on or in the Licensed Area:
 - (i) in accordance with this Agreement;
 - (ii) in a manner that will, as far as reasonably possible:
 - A. not interfere, or be reasonably likely to interfere, with Power and Water's ability to access or use the Structure or the Land;
 - B. enable any third party that has installed infrastructure on the Structure or the Land to continue to use that infrastructure and the Structure or the Land without interference;
 - C. subject to the Licensee's access rights, enable third parties to also install and use equipment on the Structure or the Land where they have been granted rights by Power and Water to do so.
- (e) Within a reasonable period following completion of the works associated with the variation, modification, extension or upgrade of the Facility, the Licensee must provide Power and Water with an electronic copy of the as-built drawings in a standard CAD format for the Facility as varied, modified, extended or upgraded.

8.6 Maintenance of Facility

The Licensee must at its own cost maintain and repair the Facility in a safe and operable condition in accordance with all Laws, codes, regulations, legally binding standards (including Australian Standards) and this Agreement.

9. MAINTENANCE OF STRUCTURE

9.1 Acknowledgements by Licensee

The Licensee acknowledges that:

- (a) Power and Water may need to repair and maintain (as Power and Water considers necessary in its absolute discretion) the Structure or any section of the Structure ("the PWC Maintenance Works") from time to time during the Term;
- (b) the performance of the PWC Maintenance Works may require Personnel to work in close proximity in circumstances where the usual operation of the Facility may pose a risk of injury to Personnel or damage to the Facility; and
- (c) the performance of the PWC Maintenance Works may require the turning off or temporary relocation or removal of the Facility from the Licensed Area.

9.2 Facility Turn Off or removal

- (a) In the event that Power and Water wishes to enter onto the Structure for any reason associated with or preparatory to the performance of the PWC Maintenance Works, Power and Water will provide the Licensee with no less than one month's notice in writing (except in the case of an emergency, when appropriate and immediate notice may be given) that the PWC Maintenance Works are to be

undertaken and which notice may require the Facility to be turned off, powered down and isolated or temporarily relocated or removed by the Licensee to the extent required by Power and Water.

- (b) The Licensee must comply with any notice given by Power and Water under clause 9.2(a).
- (c) If the Licensee fails to comply with a notice given by Power and Water under clause 9.2(a), Power and Water has the right (but not the obligation) without liability to enter onto the Licensed Area and do all things necessary to rectify the Licensee's failure (including removal of the Facility) and the expense and cost incurred by Power and Water in doing so must be paid by the Licensee to Power and Water on demand.

9.3 Co-operation

The Licensee must at its own cost co-operate with Power and Water in facilitating any PWC Maintenance Works undertaken by or on behalf of Power and Water in accordance with this Agreement.

9.4 Release

The Licensee releases Power and Water from any loss that it may incur or damage that it may suffer as a result of or in connection with a notice given by Power and Water under clause 9.2(a), the performance of any such PWC Maintenance Works or Power and Water exercising its rights under this clause 9.

9.5 Power and Water to Minimise Disruption

Without limiting the rights recorded above Power and Water will if circumstances permit consult with the Licensee in relation to the proposed PWC Maintenance Works in order to minimise the level of disruption to the Licensee.

10. OPERATIONAL REQUIREMENTS

In addition to any other requirements in this Agreement, the Licensee will (and will ensure that its employees, agents and contractors) comply with the Operational Requirements.

11. LICENSEE'S CONTRACTORS

11.1 Licensee's Contractors

- (a) Subject to clause 11.1(d), the Licensee may engage contractors which are Accredited Contractors (and must not engage contractors that are not Accredited Contractors) to exercise the rights given to and undertake the obligations imposed upon the Licensee in this Agreement and to undertake work necessary for the Permitted Use.
- (b) The Licensee must ensure that all contractors engaged by the Licensee in accordance with this Agreement have received a copy of this Agreement before being permitted access to the Licensed Area and are aware of and comply with all of the Licensee's obligations under this Agreement (including those in the Operational Requirements).

- (c) The Licensee warrants that all contractors engaged by the Licensee in accordance with this Agreement to perform work on the Facility:
 - (i) will be an Accredited Contractor;
 - (ii) will be suitably qualified and experienced to undertake the work;
 - (iii) have all necessary accreditations to undertake the work;
 - (iv) have been made aware of all necessary safety standards and requirements to undertake the work; and
 - (v) have been made aware of and are able to comply with the requirements of this Agreement.
- (d) Power and Water may, in its unfettered discretion and without the need to provide reasons, by delivering written notice to the Licensee advise the Licensee that a contractor engaged by the Licensee (even if they are an Accredited Contractor) is not authorised to access the Land, the Structure or the Licensed Area and the Licensee must cease using that contractor in connection with the Facility, the Licensed Area or this Agreement.

11.2 Contractors to Identify

The Licensee must ensure that all contractors engaged under clause 11.1, while present on the Licensed Area, display prominent temporary signage on or around the Licensed Area that clearly identifies to members of the public the contractor (which will include the trading name and contact details of the contractor), and that the contractors engaged remove all such signage upon exiting from the Licensed Area and make good any damage or disfigurement caused by such removal.

11.3 Liability for Contractors

The Licensee will:

- (a) ensure that all contractors (and employees, agents and contractors of its contractors), access and use the Licensed Area in accordance with this Agreement as if they were the Licensee;
- (b) be wholly responsible and liable for all acts or omissions of any contractor (and those of the employees, agents and contractors of its contractors) as if that contractor were the Licensee's agent;
- (c) be vicariously liable to Power and Water for all acts, omissions and defaults of its contractors (and those of the employees, agents and contractors of its contractors) relating to, or in any way connected with, the licence granted by this Agreement; and
- (d) ensure that any such contractors are competent and reputable and strictly comply with the Operational Requirements; and
- (e) before engaging any contractors in accordance with this clause 11 satisfy itself:
 - (i) as to the qualifications and competence of the contractor (the employees, agents and contractors of the contractor); and

- (ii) that the contractor holds current workers compensation insurance cover or other appropriate insurance cover in relation to any work place injury as well as a current public liability insurance cover.

12. OBLIGATIONS RELATING TO LICENSED AREA

12.1 Clean, No Damage and Rectification

- (a) The Licensee will keep the Licensed Area clean and make good at its expense any damage, defect or breakage to the Licensed Area, the Structure or the Land caused or contributed to by any act or omission of the Licensee, its contractors, employees, invitees, sub-licensees or assignees or caused or contributed to by any breach by the Licensee of any term, condition or covenant of this Agreement and will comply with any reasonable direction given by Power and Water within the times specified by Power and Water in that direction.
- (b) Without limiting the generality of clause 12.1, the Licensee must ensure that any damage caused or contributed to by the Licensee, its contractors, employees, invitees, sub-licensees or assignees accessing or using the Licensed Area, the Structure or the Land in relation to or in connection with the Permitted Use is made good by the Licensee to the satisfaction of Power and Water.
- (c) The Licensee must ensure that the Facility and Licensed Area are vermin proof and weed free at all times.
- (d) In the event of the Licensee failing to comply with clause 12.1(a), (b) or (c), Power and Water may (without any obligation to and without prejudice to its other rights and remedies under this Agreement or at Law) undertake work or maintenance reasonably required as a result of the Licensee's failure to comply. The cost of such work and maintenance and all other incidental expenses (including the administration fees referred to in Schedule 2) will be a debt to Power and Water from the Licensee recoverable on demand.

12.2 Notice of Accident

The Licensee must give to Power and Water prompt notice in writing (or in the case of an emergency verbal notice) of any accident or any circumstances reasonably likely to be or cause danger, risk or hazard to the Licensed Area, the Structure or the Land, or any person or property therein or any want of repair thereof.

12.3 Laws and Regulation

- (a) The Licensee must, at all times, comply with and observe at the Licensee's own cost all Laws including all Laws in respect of the Licensed Area and the Licensee's use of the Licensed Area and in particular, but without limit to the generality of the previous words, the Telecommunications Act, the Building Act and the Planning Act.
- (b) Without limiting clause 12.3(a), the Licensee must:
 - (i) comply with all notices, requirements, orders and directions issued or given by any competent Authority which affect or relate to the Lessee's use of the Licensed Area; and
 - (ii) obtain, maintain and comply with all Authorisations necessary or appropriate for the Lessee's use of the Licensed Area.

12.4 Signs

- (a) The Licensee may, with Power and Water's prior written consent (which consent may not be unreasonably withheld), display signs on the Facility, the Licensed Area or the Land which the Licensee is required to display for operational or safety reasons or as required by Law.
- (b) As soon as practically possible after the expiry or termination of this Agreement, the Licensee must remove the signs erected under this clause and restore the Licensed Area and the Land to as near as practically possible to its state before the signs were erected to Power and Water's reasonable satisfaction (fair wear and tear only excepted).

12.5 Nuisance

The Licensee must not cause any nuisance, annoyance, damage, danger or disturbance to any adjoining occupier, owner, lessee or licensee of the Licensed Area, the Structure or the Land or any adjoining land provided however that nothing in this clause will prevent or restrict the Licensee from using the Licensed Area for the Permitted Use.

12.6 No Inflammable Substances

The Licensee must not store or use on the Licensed Area any inflammable, volatile or explosive solids, liquids or gases except where necessary for the Permitted Use, and must take all precautions and measures and comply with all reasonable directions given by Power and Water relating to the storage of such substances and to fire prevention and safety.

12.7 Secure the Land

The Licensee must take all reasonable steps and comply with all reasonable directions from Power and Water in relation to the security of the Land, the Licensed Area and the Structure and all gates and fences on any adjoining land owned by Power and Water used for access to the Land, the Licensed Area or the Structure.

12.8 Costs of Modifications

The Licensee must reimburse Power and Water for the costs of any modifications required to the Structure, the Licensed Area or the Land because of the presence or operation of the Facility.

12.9 Connection and Consumption of Electricity

- (a) Power and Water has no obligation to supply electricity to the Licensee in respect of the Facilities and the Licensee must make its own arrangements for such supply.
- (b) The Licensee will promptly pay all costs, charges and fees for the connection of electricity to the Facility and the consumption (through a separate meter to be installed by the Licensee at the Licensee's expense) of electricity by the Facility.

12.10 Works by or on behalf of the Licensee

- (a) The Licensee must ensure that any work undertaken by or on behalf of the Licensee on or in connection with the Facility is undertaken:
 - (i) with due skill, care and diligence;

- (ii) in accordance with all Laws, regulations, codes and legally binding standards (including Australian Standards);
 - (iii) in accordance with all Authorisations; and
 - (iv) in accordance with the terms of this Agreement.
- (b) The Licensee will ensure that the Licensee and any contractors performing any work on or near the Licensed Area, the Structure or the Land:
 - (i) exercise due skill, care and diligence;
 - (ii) do not place or store any property on the Land without the prior written approval of Power and Water and, if approved, remove all such property immediately upon completion of the works (if the Licensee fails to remove all such property Power and Water will have the right (but not the obligation) without liability to remove all such property and sell, dump, give away or otherwise dispose of such property or store it at the Licensee's cost);
 - (iii) comply with applicable procedures, rules and standards as notified by Power and Water to the Licensee from time to time;
 - (iv) comply with the security and safety requirements of Power and Water as notified by Power and Water to the Licensee from time to time;
 - (v) comply with applicable Laws;
 - (vi) comply with any other binding Australian Standards that at the time are directly relevant to the work or the activities under this Agreement; and
 - (vii) comply with such other codes, procedures or standards as may be agreed between the parties from time to time.
- (c) If the operation or condition of Structure or the Land is affected by any work carried out by or on behalf of the Licensee, the Licensee must notify Power and Water of the work that has been carried out, and provide details of the way in which the Structure or the Land has been affected, as soon as possible after the work has been carried out.
- (d) If requested by Power and Water, the Licensee must provide details of work carried out on or near the Licensed Area. The Licensee must maintain records of work carried out in a form necessary to ensure that the Licensee complies with this clause.
- (e) If, in undertaking the work, the Licensee becomes aware of any defects, damage or destruction to the Structure or the Land or any third party equipment installed on or near a Structure or the Land, the Licensee will:
 - (i) notify Power and Water in writing of the defect, damage or destruction; and
 - (ii) if requested by Power and Water, provide it with any relevant information of which the Licensee is aware about how the defect, damage or destruction occurred.

13. OCCUPATIONAL HEALTH AND SAFETY**13.1 Definitions**

In this clause 13:

- (a) "Licensee's OHS&E System" includes:
 - (i) any procedures, policies or systems in respect of OHS&E implemented by the Licensee; and
 - (ii) any documents created pursuant to those procedures, policies or systems in respect of the Licensee's performance of this Agreement.
- (b) "Laws" includes:
 - (i) any law concerned with occupational health or safety applicable to the Licensee and its performance of this Agreement, including Acts, ordinances, regulations, by-laws and other subordinate legislation; and
 - (ii) any licence, permit, consent, approval, determination, certificate, notice or other requirement of any Commonwealth, State, Territory or local authority, body or other organisation having any jurisdiction in connection with the Land, the performance of this Agreement, or under any other applicable law, which is concerned with occupational health or safety and which must be obtained or satisfied by the Licensee to carry out the Licensee's obligations under this Agreement.
- (c) "OHS&E" means occupational health and safety and the environment.
- (d) "OHS&E Plan" means the specific Occupational Health Safety and Environment plans, if any, which the Licensee is required to prepare as part of its obligations under this Agreement.
- (e) "Standards" means the standards or codes of practice concerned with OHS&E or industry training (including standards or codes engaged in or approved by a significant portion of the industry for works of a similar nature to the Licensee's activities in Australia) that, at the relevant time, in the exercise of reasonable skill and judgment, would have been expected to accomplish the desired result in the manner consistent with applicable Laws, reliability, safety, and includes the latest release of relevant standards published by Standards Australia.

13.2 Priority to safety issues

The Licensee must:

- (a) carry out its obligations under this Agreement safely and so as to protect persons, property and the Environment; and
- (b) maintain appropriate safety precautions and programs so as to prevent injury to persons or damage to plant and/or property and the Environment in carrying out its obligations under this Agreement.

13.3 Compliance with laws and standards

Without limiting clause 13.2 and any other provision in this Agreement, in carrying out its obligations under this Agreement, the Licensee must and must require its contractors to:

- (a) undertake orientation and induction training, including PWC Permit to Work systems including licences and competencies and emergency procedures;
- (b) confirm that all tools and equipment to be used are in a safe condition and working;
- (c) be suitably identified when working on Power and Water work sites;
- (d) comply with any other of Power and Water's policies or procedures concerned with OHS&E notified by Power and Water to the Licensee;
- (e) comply with all Laws and Standards that are applicable to the performance of the Licensee's obligations under this Agreement; and
- (f) comply with any direction by Power and Water in connection with this clause 13.

13.4 Reporting and compliance

The Licensee must:

- (a) keep Power and Water fully informed of all OHS&E and rehabilitation matters arising out of, or in any way in connection with, the Licensee's performance of this Agreement, as soon as they occur;
- (b) provide to Power and Water a monthly report on OHS&E and HS&E indicators, in the form and containing the information required by Power and Water;
- (c) submit to the procedures and other compliance mechanisms and provide such assistance as is necessary to ensure that all requirements of the Licensee's OHS&E obligations are complied with; and
- (d) produce evidence to Power and Water upon request of its compliance with its obligations under this clause 13.

13.5 Audit and monitoring

- (a) Power and Water may, or may appoint a third party to, monitor or audit the Licensee's compliance with its obligations under this clause 13.
- (b) A third party may not be appointed under clause 13.5(a) unless both parties are reasonably satisfied that the party is suitably qualified and accredited with appropriate expertise, practical experience and industry knowledge.
- (c) the Licensee must allow Power and Water or appointee access to the Licensee's OHS&E System relevant to the performance of this Agreement, and to any documents or activities so as to enable monitoring and quality auditing.

13.6 Unsafe work

If Power and Water considers:

- (a) there is a risk of injury to people or damage to property arising from the Licensee's performance of this Agreement;
- (b) the maximum human exposure levels to radiofrequency transmissions exceed the levels set out in the Standard (including any member of the public, whether or not such person is an occupant of or a visitor to the Licensed Area or the Land, or an occupant of or visitor to neighbouring premises, or otherwise); or
- (c) there is an unsafe or potentially unsafe practice or breach of the requirements of this clause 13,

then, in addition to any other rights under this Agreement, Power and Water may:

- (d) direct the Licensee to change its manner of working;
- (e) by 30 days' notice request the Licensee to remove the health risk or comply with the Standard; or
- (f) suspend the Licensee's rights under this Agreement associated with the unsafe practice or breach, and not lift the suspension until the work area is made safe and the unsafe practice removed, or the breach rectified.

All costs and delay and disruption caused by any action taken under this clause 13.6 are the responsibility of the Licensee.

13.7 Licensee not relieved

The Licensee will not be relieved from compliance with any of its obligations or from any of its liabilities whether under this Agreement or otherwise according to Law as a result of:

- (a) the implementation of, and compliance with, the requirements of any OHS&E Plan;
- (b) any direction or other action by Power and Water, or anyone else acting on behalf of Power and Water, under this clause 13;
- (c) any audit or other monitoring by Power and Water, or anyone else acting on behalf of Power and Water, of the Licensee's compliance with the OHS&E Plan or the Licensee's other obligations under this clause 13; or
- (d) any failure by Power and Water, or anyone acting on behalf of Power and Water, to detect any failure to comply with the OHS&E Plan or the Licensee's other obligations under this clause 13, including where any such failure arises from any negligence on the part of Power and Water or other person.

13.8 Substantive breach

- (a) Where in the opinion of Power and Water, the Licensee has committed a substantive breach of its obligations under this clause 13, Power and Water may terminate this Agreement, by notice to the Licensee.
- (b) Power and Water is not liable for any loss or damage, including loss of profits, which the Licensee may suffer as a result of the operation of clause 13.8.
- (c) The remedy provided in this clause 13:
 - (i) applies notwithstanding any other provision of this Agreement; and

- (ii) is in addition to the other remedies under this Agreement.

14. SAFETY AND ENVIRONMENT

14.1 Safety

- (a) The Licensee must require each contractor engaged by the Licensee to:
 - (i) prepare, and have in place prior to performing each Hazardous Activity, a Safe Operating Procedure for the performance of that Hazardous Activity; and
 - (ii) notify Power and Water if it amends its Safe Operating Procedure.
- (b) The Licensee must require each contractor engaged by the Licensee, in conjunction with the performance of the work to be performed, to:
 - (i) take all reasonable measures to protect people and property;
 - (ii) comply with its Safe Operating Procedures and with all applicable statutory requirements and codes of practice relating to occupational health and safety;
 - (iii) not be under the influence of any alcohol, drug or other intoxicating or mind altering substance while performing any work on the Licensed Area, the Structure or the Land.
- (c) If the Licensee or any of its contractors fail to comply with the obligations under this clause 14.1, Power and Water may issue a notice requiring the Licensee to remedy the default (to the extent that it is remediable) within a reasonable period.

14.2 Suspension for safety breach

- (a) Power and Water, acting reasonably, may suspend all or part of any work proposed to be undertaken by or on behalf of the Licensee on the Licensed Area, the Structure or the Land where it becomes necessary:
 - (i) because of the failure by the Licensee or its contractors to remedy any remediable default specified in a notice issued under clause 14.1 within a reasonable period; or
 - (ii) for the protection or safety of any person.
- (b) A suspension under clause 14.2(a) will continue only for so long as the reason for such suspension exists.

14.3 Notification of safety issue

- (a) If during the performance of any work on the Licensed Area, the Structure or the Land either party becomes aware of anything which may adversely affect the safety or protection of the other party's employees or property or, in the case of Power and Water, the employees or property of a contractor, that party must notify the other party of it.

- (b) The Licensee must notify Power and Water verbally as soon as reasonably possible, and in writing within 24 hours, of:
 - (i) any injury to any person, or to any person's health, which has resulted from an accident or event relating to any work being done by or on behalf of the Licensee; and
 - (ii) any damage to Power and Water's property or third party property that has resulted from an accident or event relating to any work being done by or on behalf of the Licensee.
- (c) To avoid doubt, this clause 14.3 is not intended to relieve the Licensee of any notification obligations it has under any Law.

14.4 Environmental requirements

In carrying out its obligations under this Agreement, the Licensee will:

- (a) comply with all applicable Environmental Laws;
- (b) without limiting clause 14.4(a)(i), in conducting its activities on the Licensed Area, the Lessee must not do or permit to be done any act or thing which would result or be likely to result in Power and Water breaching any Environmental Laws;
- (c) obtain, and comply with all conditions attaching to, any Environmental Approval required for the Facility or any works proposed to be undertaken by or on behalf of the Licensee on the Licensed Area, the Structure or the Land;
- (d) not cause any Contamination or Pollution on or near the Land except as authorised by any Environmental Approval;
- (e) promptly notify Power and Water if:
 - (i) it becomes aware a complaint is made of a breach or alleged breach of an Environmental Law in respect of the Facility or any works proposed to be undertaken by or on behalf of the Licensee on the Licensed Area, the Structure or the Land;
 - (ii) an incident occurs on or near the Land as a result of any works proposed to be undertaken by or on behalf of the Licensee on the Licensed Area, the Structure or the Land which harms the Environment;
 - (iii) an Environmental notice is served on the Licensee in respect of the Licensed Area or the Land; or
 - (iv) it is in breach of any of its obligations under this clause 14.4.

14.5 Contractor compliance with environmental requirements

The Licensee must ensure that any contractors performing any works on behalf of the Licensee on the Licensed Area, the Structure or the Land:

- (a) comply with all applicable Environmental Laws;

- (b) comply with any Environmental Approvals obtained for the Facility or any works proposed to be undertaken by or on behalf of the Licensee on the Licensed Area, the Structure or the Land;
- (c) do not cause any Contamination or Pollution on or near the Land except as authorised by any Environmental Approval; and
- (d) promptly notify Power and Water if an event set out in clause 14.4(e) occurs, in which case, the Licensee will notify Power and Water of that event.

14.6 Remediation

The Licensee will remediate any Contamination or Pollution on or from the Licensed Area, the Structure or the Land that is caused by the Licensee or its contractors so that the Licensed Area, the Structure or the Land is in a state as close as practicable to the state the Licensed Area, the Structure or the Land was in prior to the first installation of the Facility.

15. EMERGENCIES

15.1 Response by Power and Water

- (a) In the case of an Emergency involving a threat to health and safety requiring the prompt movement, removal or disconnection of the Facility, Power and Water:
 - (i) will, if the circumstances permit, contact the Licensee and direct that it move, remove or disconnect the Facility as required to address the emergency; or
 - (ii) if it is not reasonable in the circumstances to contact the Licensee, may, where possible using all reasonable care to avoid damage or interference, move, remove or disconnect the Facility as is reasonably necessary to address the Emergency.
- (b) The Licensee will comply with a reasonable direction given by Power and Water under clause 15.1(a).
- (c) When the Emergency no longer prevails the Licensee will be entitled to reinstate, replace or reconnect the Facility.

15.2 Notifications

- (a) Each party must provide the other party with the name and contact details of its representative who is available 24 hours a day, 7 days a week to be contacted in the event of an Emergency.
- (b) Power and Water must notify the Licensee of the Emergency event and any action undertaken by Power and Water under clause 15.1(a) as soon as possible after the event.
- (c) Where the Licensee identifies an Emergency situation involving the Facility it must notify Power and Water as soon as possible.

15.3 Response by Licensee

In the case of an Emergency involving a threat to health and safety requiring the prompt removal or disconnection of the Facility, the Licensee at its cost may remove, disconnect or modify its use of the Facility as is reasonably necessary in the circumstances. When the Emergency circumstance no longer prevails, the Licensee at its cost may reinstate or reconnect the Facility.

15.4 Audit of emergency process

If either party believes that the other party has failed to act in accordance with this clause 15 (including if it believes the other party has purported to act pursuant to this clause 15 where an Emergency did not exist) or a party otherwise has reasonably formed concerns regarding the other party's Emergency processes, a party may request an audit of the other party's Emergency processes. The other party will co-operate with the party requesting the audit and provide the party requesting the audit with any information that is reasonably requested by the party requesting the audit to enable it to conduct the audit. The parties will work together to address any issues or concerns arising from or identified in an audit conducted under this clause 15.4.

16. LICENSEE'S RIGHTS AND ACCESS**16.1 No Erosion of Licensee's Rights**

Power and Water will not during the Term divest itself of any interest in the Licensed Area inconsistent with the Licensee's rights in this Agreement without first obtaining from the divestee a covenant to comply with the terms and conditions of this Agreement.

16.2 Access

- (a) The Licensee may not access the Licensed Area unless;
 - (i) access is required for the Permitted Use;
 - (ii) the Licensee gives Power and Water not less than 48 hours' notice requesting access to the Licensed Area;
 - (iii) the Licensee complies with Power and Water's security arrangements in relation to the access to the Land or the Licensed Area;
 - (iv) all the requirements of the Operational Requirements have been met and the Licensee complies with the Operational Requirements;
 - (v) if the Licensee's contractors require access, the Licensee gives the names and contact details (including telephone number contactable 24 hours per day) of the contractors; and
 - (vi) the Licensee or its contractors do so in the presence of Power and Water Personnel or the Licensee first obtains the written consent of Power and Water to access the Licensed Area unaccompanied, which consent may be given conditionally or unconditionally, or withheld, in Power and Water's absolute discretion.

- (b) Subject to the Licensee complying with the requirements of clause 16.2(a), Power and Water will grant access to the Licensed Area and across adjoining land owned by Power and Water in accordance with the Operational Requirements.
- (c) The Licensee acknowledges that:
 - (i) nothing in this Agreement derogates from Power and Water's right to use and maintain the Structure and the Land; and
 - (ii) Power and Water may grant a third party rights in respect of any portion of the Structure or the Land.
- (d) In accessing the Licensed Area, the Licensee must:
 - (i) co-operate with:
 - A. Power and Water and any other contractors engaged at or in the vicinity of the Licensed Area by Power and Water;
 - B. any third party granted rights in respect of the Land;
 - (ii) carefully co-ordinate its activities with:
 - A. Power and Water and other contractors;
 - B. any third party granted rights in respect of the Land;
 - (iii) ensure that it undertakes its activities in a way that minimises disruption to the operations of Power and Water on the Land.

16.3 Emergency Access

Where the Licensee reasonably forms the view that an emergency requires that it access the Licensed Area, the Licensee will have full access to the Licensed Area and across any adjoining land owned by Power and Water subject always to compliance with the Operational Requirements.

16.4 Call Out Fees

- (a) Power and Water may charge the Licensee the Call Out Fee and/or After Hours Call Out Fee in connection with any access under clause 16.2 where Personnel are required to attend the Land.
- (b) The Licensee must pay Power and Water upon demand any Call Out Fee and/or After Hours Call Out Fee charged by Power and Water.
- (c) Power and Water may from time to time upon the provision of one month's written notice to the Licensee, adjust the Call Out Fee and/or After Hours Call Out Fee as it thinks fit. The adjusted fee(s) will take effect from the expiry of the notice period required under this clause and Schedule 2 will be deemed to be amended accordingly.

16.5 Powers of Power and Water to Exclude

Power and Water may, in its unfettered discretion, refuse access to or remove the Licensee (or any of its employees, agents and contractors) from the Licensed Area if the Licensee is in breach of this Agreement or any of the requirements for access to the Licensed Area for

so long as and until all breaches of this Agreement or any of the requirements for access to the Licensed Area are remedied to the reasonable satisfaction of Power and Water.

16.6 Access Notice

For the purposes of this clause 16 written notice for access to the Licensed Area can be given by the Licensee to Power and Water's Systems Control by 24 hour facsimile number (08) 8947 0816 otherwise the provisions of clause 16 apply.

17. OTHER INSTALLATIONS**17.1 No Interference or Damage**

The Licensee must not, and will ensure the Facility does not, interfere with or damage the operation of the Structure or any radio or telecommunications equipment situated on the Structure or the Land at the Commencement Date or interfere with any activity of any person so as to prevent, hinder, obstruct or interfere with that person using any electronic equipment whether on the Land, the Structure or elsewhere.

17.2 Licensee to Rectify Interference or Damage

The Licensee must make its own assessments and enquiries regarding whether the operation of the Facility has or may have the consequences referred to in clause 17.1. In the event that interference or damage occurs, or is likely to occur, the Licensee will promptly remove, rectify or repair the interference or damage.

17.3 No Unreasonable Interference

Subject to clause 17.4, Power and Water will not knowingly install or allow the installation of any facility on the Structure or the Land during the term of this Agreement which unreasonably interferes with the operation of the Facility, and will take all reasonable and necessary steps to ensure that any equipment installed does not interfere with the proper operation of the Facility.

17.4 Notice of Interference

- (a) If the installation of any facility on the Structure or the Land during the term of this Agreement unreasonably interferes with the operation of the Facility, the Licensee may give Power and Water notice in writing to this effect.
- (b) If the parties are not able to resolve the situation to their reasonable satisfaction, the Licensee may terminate this Agreement by notice in writing to Power and Water.
- (c) The remedy provided in this clause 17.4:
 - (i) applies notwithstanding any other provision of this Agreement; and
 - (ii) is in addition to the other remedies under this Agreement.
- (d) It is expressly agreed and declared that the Licensee's rights and remedies against Power and Water under this clause 17 and otherwise will be limited to a right to terminate this Agreement and do not include any other rights or remedies whether to compensation or damages or otherwise.

18. DEFAULT AND TERMINATION**18.1 Termination for Convenience**

Either party may terminate this Agreement for any reason by giving 6 months' notice in writing to the other party.

18.2 Termination for breach

- (a) Power and Water may terminate this Agreement with immediate effect by giving notice to the Licence if:
 - (i) the Licensee breaches any provision of this Agreement and fails to remedy the breach within seven (7) days after receiving notice requiring it to do so;
 - (ii) the Licensee breaches a material provision of this Agreement;
 - (iii) an Authorisation in relation to the Facility is cancelled; or
 - (iv) an Insolvency Event occurs in relation to the Licensee.
- (b) Power and Water's rights under this clause are in addition to any other rights or remedies it may have.

18.3 Accrued rights and remedies

Termination of this Agreement does not affect any accrued rights or remedies of either party.

19. RELEASES AND INDEMNITIES**19.1 No Warranty as to Suitability**

The Licensee acknowledges and declares that no promise, representation, warranty or undertaking has been given by or on behalf of Power and Water in respect of or in relation to the suitability of the Licensed Area for any activity or use to be carried on the Licensed Area (including the Permitted Use) and including:

- (a) whether the Licensed Area is suitable to be used for the Permitted Use;
- (b) whether the Licensed Area may be lawfully used for the Permitted Use;
- (c) whether the Facility will or may interfere with or damage the operation of the Structure or any radio or telecommunications facilities situated on the Structure or the Land, or interfere with any activity of any person using any electronic facility or whether any radio or telecommunications facility situated on the Structure or the Land will or may interfere with the operation of or damage the Facility; or
- (d) as to the structural soundness or integrity of the Structure for the Permitted Use,

and the Licensee acknowledges that the execution of this Agreement by the Licensee is prima facie evidence of the Licensee's acceptance that the Licensed Area and/or Structure is in good order and satisfactory condition.

19.2 Licensee's Risk

- (a) The Licensee acknowledges and agrees that:
 - (i) the Licensee occupies and uses the Licensed Area at its own risk ;
 - (ii) any property installed or stored on the Licensed Area is installed or stored at the Licensee's own risk; and
 - (iii) Power and Water is not responsible for loss or damage to any property or person.
- (b) The Licensee releases to the full extent permitted by Law Power and Water and its agents, contractors and employees from all claims and demands of any kind resulting from any accident, damage or injury occurring on the Land, the Structure or the Licensed Area, except to the extent caused or contributed to by the negligence or wilful act of Power and Water, its agents or contractors.

19.3 Release

The Licensee expressly agrees that Power and Water is not responsible or liable for, and releases to the full extent permitted by Law, Power and Water and its agents, servants, contractors and employees from any loss of or damage to any property of the Licensee including the Facility and in particular and without limit to the generality of the foregoing in connection with or as a result of the matters referred to in clause 19.1, except to the extent caused or contributed to by the negligence or wilful act of Power and Water its agents or contractors.

19.4 Indemnity

- (a) The Licensee indemnifies Power and Water from and against all actions, proceedings, claims and demands for death, injury, losses, damages, costs or expenses to property or persons for which Power and Water or the Personnel are or may be liable in consequence or by reason of or arising from or contributed by:
 - (i) a breach of this Agreement by the Licensee or its agents, contractors, employees, invitees, sub-licensee or assignees; or
 - (ii) the use of the Licensed Area by the Licensee or its agents, contractors, employees, sub-licensee or assignees; or
 - (iii) any act or omission of the Licensee its servants, agents, contractors, employees, invitees, sub-licensees or assignees.
- (b) The indemnity provided by the Licensee under this clause will not exceed \$20,000,000.00 per event.
- (c) The Licensee's liability to indemnify Power and Water under this clause must be reduced proportionately to the extent that any negligence or wilful act or omission of Power and Water contributed to the liability, loss, damage, costs or expenses.
- (d) Power and Water must not settle any claim, action, or demand the subject of an indemnity under this clause without obtaining the prior written consent of the Licensee (such consent is not to be unreasonably withheld) and Power and Water must take all reasonable steps to mitigate any liability, loss, damage, costs or

expenses, including taking reasonable court action to defend any claim, action or demand made against Power and Water.

20. NOTICES

20.1 Requirements

Any notice or other communication (in this clause referred to as a "**notice**") to or by any party must be:

- (a) in writing and in the English language;
- (b) addressed to the address for service of the recipient; and
- (c) signed by an authorised officer of the sender.

20.2 Service

In addition to any means authorised by Law any notice may be given by:

- (a) being personally served on a party;
- (b) being left at the party's current address for service;
- (c) being sent to the party's current address for service by prepaid ordinary mail or if the address is outside Australia by prepaid airmail;
- (d) facsimile transmission to the party's current facsimile number for service; or
- (e) being sent by email to the party's current email address or email addresses for service.

20.3 Deemed Service

A notice will be deemed duly given or made in the case of:

- (a) delivery in person, when delivered;
- (b) delivery by post:
 - (i) in Australia to an Australian address on the 3rd Business Day after posting; or
 - (ii) in any other case on the 10th Business Day after posting; or
- (c) delivery by facsimile, upon transmission report being printed by the sender's facsimile machine stating that the document has been sent to the recipient's facsimile number;
- (d) delivery by email, when sent to all specified email addresses as recorded in Item 8 for the receiving party and on the day it was sent,

but if delivery is not made before 4.00pm on a Business Day it will be deemed to be received at 9.00am on the next Business Day in that place.

20.4 Facsimile

A notice sent by facsimile will be deemed given in the form transmitted unless the message is not received in a legible form and the recipient immediately notifies the sender of that fact.

20.5 Address

The address, email and facsimile numbers for the service of notices for Power and Water and the Licensee are those set out in Item 8.

21. COSTS AND STAMP DUTY

21.1 Legal Costs

The Licensee must pay Power and Water's reasonable legal and administrative costs of and incidental to the preparation of this Agreement in the amount set out or determined in Schedule 2.

21.2 Stamp Duty

The Licensee will pay all stamp duty and other duties payable in respect of this Agreement.

22. SEVERABILITY

If it is held by a Court of competent jurisdiction that:-

- (a) any part of this Agreement is void, voidable, illegal or unenforceable; or
- (b) this Agreement would be void, voidable, illegal or unenforceable unless any part of this Agreement was severed from this Agreement,

that part will be severed from and will not affect the continued operation of the rest of this Agreement.

23. GOVERNING LAW AND JURISDICTION

23.1 Governing Law

This Agreement will be governed by and construed in accordance with the Laws of the Northern Territory of Australia.

23.2 Exclusive Jurisdiction

Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of the Northern Territory of Australia and waives any immunity or any objection it may have to any action in those courts and to a claim that any action has been brought in an inconvenient forum or to those courts not having jurisdiction.

24. COUNTERPARTS

This Agreement may be executed in any number of counterparts and all such counterparts taken together will be deemed to constitute one instrument.

25. RIGHTS CUMULATIVE

Except as expressly stated otherwise in this Agreement, the rights of a party under this Agreement are cumulative and are in addition to any other rights of that party.

26. CONSENTS

Except as expressly stated otherwise in this Agreement, a party may conditionally or unconditionally give or withhold any consent to be given under this Agreement and is not obliged to give its reasons for doing so.

27. FURTHER ASSURANCES

Each party agrees that it will perform, execute, acknowledge and deliver all such further acts, documents, deeds and assurances as may be reasonably required to give full effect to this Agreement.

28. BINDING AGREEMENT

This Agreement and its contents will inure for the benefit of and be binding upon the successors and assigns of the respective parties to this Agreement provided however that the parties to this Agreement shall not sell, assign, transfer or otherwise dispose of their respective rights and/or entitlements under this Agreement except as expressly provided by this Agreement.

29. LIABILITY

An obligation of two or more persons binds them separately and together.

30. RELATIONSHIP OF PARTIES

- (a) Nothing in this Agreement is to be construed to create a partnership, joint venture or agency relationship between the parties (except as otherwise expressly provided).
- (b) Neither party may attempt to bind or impose any obligation on a party or incur any joint liability without the written mutual consent of the other party except as set out in this Agreement.

31. NO ASSIGNMENT

This Agreement is personal to the Licensee and may not be assigned by the Licensee without the consent of Power and Water except that the Licensee may assign, sublicense or part with possession of the Licensed Area to a related body corporate as defined in the *Corporations Act 2001 (Cth)* or a Commonwealth department or body without the consent of Power and Water. The Licensee must notify Power and Water of any dealing with this clause which does not require consent within 3 months of its occurrence.

In the event of an assignment of this Agreement the parties are released from all obligations and liabilities under it from the date of such assignment, but without prejudice to any prior claim or remedy which either party may have against the other.

32. ATTORNEYS

Each person who executes this Agreement on behalf of a party under a power of attorney declares that he or she is unaware of any fact or circumstance that may affect his or her authority to do so under that power of attorney.

33. AMENDMENTS & WAIVERS**33.1 Variation in Writing**

No alteration, addition or amendment to this Agreement will be effective unless they are in writing and signed by each of the parties.

33.2 Waiver

- (a) The failure of a party to exercise, or delay in exercising, a right, power or remedy under this Agreement does not prevent its exercise.
- (b) A provision of or right under this Agreement may not be waived except by a waiver in writing signed by the party granting the waiver, and will be effective only to the extent specifically set out in that waiver.
- (c) Any failure by the parties to enforce any clause in this Agreement, or any forbearance, delay or indulgence granted by any party, will not be construed as a waiver of that party's rights under this Agreement.

34. CONFIDENTIALITY

The parties agree that the terms of this Agreement are confidential between them and are not to be disclosed to any third party unless and then only to the extent that such disclosure is:-

- (a) required by Law or by any stock exchange;
- (b) in connection with legal proceedings relating to this Agreement;
- (c) required in order to obtain the satisfaction of any condition precedent to the enforceability of this Agreement;
- (d) of information which is generally and publicly available;
- (e) if required by parliament or any parliamentary committee; or
- (f) otherwise agreed by the other party.

35. ENTIRE UNDERSTANDING

This Agreement embodies the entire understanding and agreement between the parties as to the subject matter of this Agreement and:-

- (a) all previous negotiations, understandings, representations, warranties, memoranda or commitments in relation to, or in any way affecting, the subject matter of this Agreement are merged in and superseded by this Agreement and will be of no force or effect whatever and no party will be liable to any other party in respect of those matters; and

- (b) no oral explanation or information provided by any party to another will:-
 - (i) affect the meaning or interpretation of this Agreement; or
 - (ii) constitute any collateral agreement, warranty or understanding between any of the parties.

36. GOODS AND SERVICES TAX

36.1 Interpretation

For the purposes of this clause 36 unless the context otherwise requires:

- (a) **"GST"** means any tax imposed on Supply by or through the New Tax System (*Goods and Services Tax*) Act 1999 ("**the Act**") any replacement or other relevant legislation and regulations. Where any other term is used in this clause 36 which is defined in the Act or the or the *Competition and Consumer Act 2010* ("CCA") it will have the meaning which it bears in the Act, or (if the term is not defined in the Act) then the meaning which it bears in the CCA;
- (b) **"GST Rate"** means the percentage amount of GST payable determined under section 9-70 of the Act as amended from time to time;
- (c) **"Input Tax Credit", "Recipient", "Supplier" and "Supply"** have the meaning they bear in the Act.

36.2 GST Inclusive

The parties acknowledge that the consideration under this Agreement is inclusive of GST, where GST is calculated using the GST Rate at the time of executing this Agreement.

36.3 Tax Invoice

The Supplier must provide the Recipient with a tax invoice and/or adjustments notes in relation to the Supply prior to an amount being paid by the Recipient under this Agreement and must do all things reasonably necessary to assist the Recipient to enable it to claim and obtain any input tax credit available to it in respect of the Supply.

36.4 Change of GST Rate

Where the GST Rate is changed after the date of execution 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 that applies at the date of execution of this Agreement.

37. SURVIVAL

The following terms will survive the termination or expiry of this Agreement:

- (a) clause 3;
- (b) clause 5.4;
- (c) clause 6;
- (d) clause 8.4;

- (e) clause 9.4;
- (f) clause 12.4;
- (g) clause 17.4;
- (h) clause 19;
- (i) clause 20;
- (j) clauses 21 to 38 (inclusive); and
- (k) other terms of this Agreement expressed in this Agreement to survive (or which by implication shall survive) the termination or expiry of this Agreement.

38. SPECIAL CONDITONS

The special conditions specified in Item 9 prevail over any other provisions of this Agreement to the extent of any inconsistency.

Signed as an agreement

Execution by Power and Water:

The Common Seal of POWER AND WATER CORPORATION (ABN 15 947 352 360) was affixed in the presence of:

_____ Signature
_____ Name (Printed)
_____ Position

_____ Signature
_____ Name (Printed)
_____ Position

Execution by the Licensee:

The Common Seal of [insert licensee name, ACN/ABN] was affixed in the presence of:

Signature

Name (Printed)

Position

Signature

Name (Printed)

Position

OPTION:

EXECUTED BY [LICENSEE NAME (ACN/ABN)]
in accordance with Section 127 of the Corporations Act

.....
Director:

Name:.....
Date:

.....
Director/Secretary

Name:.....
Date:

OPTION:

SIGNED for and on behalf of
[Licensee Name ACN/ABN]:

Pursuant to Power of Attorney Number (xxxx)
On (Date):_____

in the presence of:

Witness: (Commissioner of Oaths/Justice of the Peace)

Name:

Qualification:

Phone:

ANNEXURE 1

PLAN OF LICENSED AREA

[INSERT]

SCHEDULE 1 – LICENCE DETAILS

Item 1: Land and Structure	<p>(a) Land</p> <p>Lot 1114</p> <p>Town of: Palmerston</p> <p>Plan: S82/257</p> <p>Address:</p> <p>Suburb: Palmerston</p> <p>Street: Woolnough</p> <p>Number: 3</p> <p>(b) Structure</p> <p>Lighting on Water Tower</p>
Item 2: Licensee	<p>Palmerston City Council ABN 42 050 176 900</p> <p>PO Box 1 Palmerston NT 0831</p>
Item 3: Term	<p>(a) Term: 5 years</p> <p>(b) Commencement Date: the day of 20....</p> <p>(c) Termination Date: the day of 20....</p>
Item 4: Option to Renew	<p>(a) Further Term: Not applicable</p> <p>(b) Commencement Date of Further Term: the day of 20....</p> <p>(c) Termination Date of the Further Term: the day of 20....</p>
Item 5: Facility	<p>Palmerston Water Tower Lot 1114 Town of Palmerston</p> <p>(3 Woolnough Street Palmerston)</p>
Item 6: Permitted Use	<p>Installation of public lighting on Palmerston Water Tower as describe in the attached drawing.</p>

Item 7: Accredited Contractors	[INSERT]
Item 8: Address for Notice	<p>Power and Water</p> <p>Address: 2nd Floor, Mitchell Centre 55 Mitchell Street Darwin NT 0800</p> <p>Postal GPO Box 1921 Darwin NT 0801</p> <p>Facsimile: (08) 8923 9527</p> <p>Email: Legal.PWC@powerwater .com.au</p> <p>Attention: Property Analyst</p> <p>Licensee</p> <p>Address: 1 Civic Plaza 2 Chung Wah Terrace Palmerston NT 0830</p> <p>Postal PO Box 1 Palmerston NT 0831</p> <p>Facsimile: 08 89359900</p> <p>Email: Gary.boyle@palmerston.nt.gov.au</p> <p>Attention: Gary Boyle Major Projects Officer</p>
Item 9: Special Conditions	[insert]

SCHEDULE 2 – SCHEDULE OF FEES

Licence Fee (clause 4.1)	\$ Nil per annum inclusive of GST
Review Dates (clause 4.2, 4.3 & 4.4)	<p>(a) CPI Review</p> <p>Review Dates: N/A</p> <p>(b) Percentage Review</p> <p>Review Dates: N/A</p> <p>Applicable percentage: N/A</p>
Storage Fees (clause 4.7)	\$220 per day inclusive of GST for each day in storage plus \$187 per hour inclusive of GST of time any Power and Water employee is involved in any way with any removal under clause 4.7.
Consent Fees (clause 8.1 & 8.5)	\$187 per hour inclusive of GST of time any Power and Water employee is involved in any way with the obtaining of consent under clauses 8.1 or 8.5 (as applicable) plus all architects, engineers and other consultants' fees plus an administration fee (15%) on such fees.
Call Out Fee (clause 16.4)	\$187 per hour inclusive of GST of time any Power and Water employee is involved in any way with the obtaining of access under clause 16.2
After Hours Call Out Fee (clause 16.4)	<p>\$748 inclusive of GST for each time access is requested outside of Business Hours plus \$187 per hour inclusive of GST of time any Power and Water employee is involved in any way with the obtaining of access under clause 16.2 for every hour after the first 4 hours.</p> <p>For the avoidance of doubt, where a request for access is made outside of Business Hours following an initial request for access made outside of Business Hours that request will be treated as a separate access request and a further After Hours Call Out Fee will apply (even where that request for access is made within 4 hours of the initial request). For example, if a request for access is made at 8pm and then a further request is made at 10pm then Power and Water may charge the Licensee \$1,496 inclusive of GST for the two attendances.</p>
Property Damage (clause 8.4, 11.2, 12.1)	Power and Water may recover all costs and expenses plus an administration fee (15%) on such costs and expenses.

Costs (clause 21.1)	[\$[INSERT AMOUNT]] inclusive of GST
---------------------	--------------------------------------

ITEM NUMBER: 13.1.4 **Financial Report for the Month of May 2016**

FROM: Director of Corporate and Community Services

REPORT NUMBER: 8/0912

MEETING DATE: 21 June 2016

Municipal Plan:

4. Governance & Organisation

4.1 Responsibility

4.1 We are committed to corporate and social responsibility, the sustainability of Council assets and services, and the effective planning and reporting of Council performance to the community

Summary:

Financial Report for the month of May 2016.

RECOMMENDATION

THAT Council receives Report Number 8/0912.

Background:

The Local Government (Accounting) Regulations, prescribes that:

18 Financial reports to council

1. The CEO must, in each month, lay before a meeting of the Council a report, in a form approved by the Council, setting out:
 - a. The actual income and expenditure of the Council for the period from the commencement of the financial year up to the end of the previous month;
 - b. The forecast income and expenditure for the whole of the financial year.
2. The report must include:
 - a. Details of all cash investments held by the Council (including money held in trust);
 - b. A statement on the debts owed to the Council including aggregate amount owed under each category with a general indication of the age of the debts;
 - c. Other information required by the Council.

If a Council does not hold a meeting in a particular month, the report is to be laid before the Council Committee performing the Council's financial functions for the particular month.

General:

Financial Officers provide year to date financial information for the month ended 31 May 2016.

Financial Implications:

Nil.

Legislation/Policy:

Council Policies, the Local Government Act and associated regulations and the Australia Accounting Standards.

Recommending Officer: Ben Dornier, Director of Corporate and Community Services

Any queries on this report may be directed to Ben Dornier, Director of Corporate and Community Services on telephone (08) 8935 9976 or email ben.dornier@palmerston.nt.gov.au

Author: Brooke Prince

Schedule of Attachments:

Attachment A: Financial Management Report – May 2016.



Financial Management Reports

May 2016

- ❖ 1. Executive Summary
- ❖ 2. Financial Results

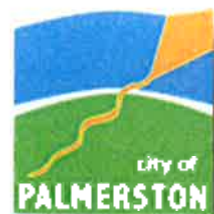


TABLE OF CONTENTS

May 2016

SECTION 1 – EXECUTIVE SUMMARY

1.1 Executive Summary

SECTION 2 – FINANCIAL RESULTS

2.1 Budget Summary Report

2.2 Investments Management Report

2.3 Reserves Schedule

2.4 Debtor Control Accounts

2.5 Creditor Accounts Paid

2.6 Creditor Accounts Outstanding

2.7 Statement of Credit Card Transactions

2.8 Waste Charges

Section 1

Executive Summary

1.1 Executive Overview
As at 31 May 2016

RESULT

Operating Income

Operating income is currently at 98.45% for the year. Income is under budget in Animal Management, Parking & Other Ranger Services, and Events Promotion.

Operating Expenditure

Overall operating expenditure is currently at 86.79% of the full year budget, including commitments raised.

Capital Income

Capital income for the current financial year is at 2.91% of the budget. Capital Income of \$35m in the budget relates to gifted assets which will be recognised at the end of the financial year.

Capital Expenditure



Percentage spent on Capital Expenditure is tracking as anticipated at 74.17%. The final instalment for Goyden Square is still outstanding, and the Yarrowonga Road Contribution is at approximately 50%. Additionally, other major works are ongoing through to the end of financial year.

CASH POSITION

As at the end of May 2016 the cash and investments balance was \$21 M. After the third budget review reserve requirements with restricted access is \$9.6M. Interest earned to date is \$468k, circa 88% of budget.

Section 2
Financial Results
31 May 2016

2-1 Budget Summary Report as at

	Total Budget (inc. Revisions)	YTD Actuals (inc. commitments)	Budget to be met	Budget Met
	\$	\$	\$	%
Operating Income	(29,415,851)	(28,960,645)	(455,206)	98.45%
Operating Expenditure	33,422,385	29,035,961	4,416,424	86.79%
Capital Income	(40,577,333)	(1,180,347)	(39,396,986)	2.91%
Capital Expenditure	20,643,723	15,318,493	5,332,230	74.17%
Subtotal	(15,927,075)	14,176,461	(30,103,537)	
Less Depreciation/Revaluation	(8,062,100)	(7,333,425)	(728,675)	
Gifted Assets	35,000,000	0	35,000,000	
Net (Income)/Expenditure	11,010,825	6,843,036	4,167,788	
Net (Income)/Expenditure Funded by:				
Transfers from Reserves	(13,759,034)			
Transfers to Reserves	2,248,199			
Total	(0)			
Net Surplus/Deficit	11,010,825			
<div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;">  Reviewed by: Finance Manager </div> <div style="text-align: center;">  Approved by: Acting Chief Executive Officer </div> </div>				

Section 2
Financial Results
31 May 2016

2.1 - Budget Summary Report as at

Operating Income

	Original Budget	First Budget Review	Second Budget Review	Third Budget Review	YTD Bud Reviews	Total Budget (inc. Revisions)	YTD Actuals	%
Governance								
Office of the CEO	-690,000	-24,856	0	-417,791	-442,647	-1,132,647	-1,132,647	100.00%
Governance	-690,000	-24,856	0	-417,791	-442,647	-1,132,647	-1,132,647	100.00%
Corporate Services								
Financial Services	400,000	-10,661	0	-133,865	144,526	-344,526	-584,147	107.33%
Human Resources	0	0	0	0	0	0	-1,127	0.00%
Office of the Director Corp and Community Services	0	-30,000	0	0	30,000	-30,000	-137,145	440.48%
Rates	-16,181,252	-264,697	0	0	-264,697	-18,445,949	-17,952,245	97.32%
Corporate Services	-8,581,252	-305,358	0	-133,865	-439,223	-19,020,475	-18,569,965	98.16%
Community Services								
Arts & Culture	12,000	0	0	0	0	-12,000	0	0.00%
Community Development	0	-3,511	0	20,000	-23,511	-23,511	-23,566	100.66%
Events Promotion	21,000	0	0	0	0	21,000	-7,733	8.25%
Health and Wellbeing Services	0	0	0	0	0	0	-11,800	0.00%
Library Services	729,273	0	0	0	0	-729,273	-673,959	92.47%
Senior Citizens	-1,500	0	0	0	0	-1,500	0	0.00%
Youth Services	-4,000	0	0	0	0	-4,000	-3,000	75.00%
Community Services	767,773	-3,511	0	-20,000	-23,511	-791,284	-714,158	90.25%
Technical Services								
Animal Management	-399,000	0	0	0	0	-399,000	337,130	84.49%
Aquatic Centre	-95,300	0	0	0	0	-95,300	-81,127	85.13%
Civic Centre	-186,600	0	0	0	0	-186,600	183,307	98.24%
Driver Resource Centre	-7,200	-10,101	0	0	-10,101	-17,601	-20,662	117.39%
Gray Community Hal	-16,000	0	0	0	0	-16,000	-15,062	97.89%
Office of the Director Technical Services	-19,250	0	0	0	0	-49,250	66,657	135.35%
Parking & Other Ranger Services	-171,185	0	0	0	0	-171,185	-129,161	75.63%
Private Works	-90,000	0	0	0	0	-90,000	-125,386	139.32%
Roads & Transport	-795,000	-729	-40,000	0	-40,729	835,729	-795,729	95.21%
Stormwater Infrastructure	4,000	0	0	0	0	-4,000	-1,095	27.38%
Subdivisional Works	-180,000	0	0	0	0	-180,000	-262,238	145.69%
Waste Management	5,771,500	10,000	-199,120	0	-209,120	5,980,620	-6,005,643	100.42%
Birripa Court Investment Property	-146,160	0	0	0	0	-446,160	-419,774	94.09%
Technical Services	8,211,495	-20,830	-239,120	0	-259,950	-8,471,445	-8,443,875	99.67%
	28,750,520	-354,555	-239,120	571,656	-1,165,331	-29,415,851	-28,960,645	98.45%

Section 2
Financial Results
31 May 2016

2.1 - Budget Summary Report as at
Capital Income

Original Budget		First Budget Review	Second Budget Review	Third Budget Review	YTD Bud Reviews	Total Budget (inc. Revisions)	YTD Actuals	%
Corporate Services								
Office of the Director Corp and Community Services	u	-12,554	-44,751	0	-57,305	-57,305	64,314	112.23%
Corporate Services	0	-12,554	-44,751	0	-57,305	-57,305	-64,314	112.23%
Technical Services								
Roads & Transport	1,938,000	-450,000	-2,732,028	u	-3,182,028	-5,120,028	-8,000,028	15.82%
Subdivisional Works	35,400,000	0	u	0	0	-35,400,000	-306,006	0.86%
Technical Services	-37,338,000	-450,000	-2,732,028	0	-3,182,028	-40,520,028	-1,116,034	2.75%
	-37,338,000	-462,554	-2,776,779	0	-3,239,333	-40,577,333	-1,180,347	2.91%

Section 2
Financial Results
31 May 2016

2.1 - Budget Summary Report as at

Operating Expenditure

	Original Budget	First Budget Review	Second Budget Review	Third Budget Review	YTD Bud Reviews	Total Budget (Inc. Revisions)	YTD Actuals	Commitment	Total YTD Actuals plus Commitments	%
Governance										
Elected Members	320,740	0	87,962	0	87,962	408,702	344,774	833	345,607	84.56%
Office of the CEO	689,986	0	0	0	0	689,986	593,209	1,000	594,209	85.12%
Public Relations and Communications	113,150	0	0	0	0	113,150	51,253	2,497	53,751	52.36%
Governance	1,123,876	0	87,962	0	87,962	1,211,838	989,237	9,331	998,567	82.44%
Corporate Services										
Customer Services	227,737	-4,000	0	0	-4,000	223,737	173,533	0	173,533	77.11%
Financial Services	1,411,667	-23,000	0	16,333	-4,333	1,400,134	1,020,642	32,368	1,053,010	95.72%
Human Resources	271,849	0	0	0	0	271,849	228,069	0	228,069	83.90%
Information Technology	1,000,204	-4,000	0	0	0	1,000,204	850,305	71,642	921,947	94.88%
Office of the Director Corp and Community Services	8,488,694	115,845	-15,000	0	100,845	8,589,540	7,843,553	3,070	7,846,623	91.35%
Rates	101,000	176,563	0	0	176,563	277,563	297,182	0	297,182	106.91%
Records Management	339,355	0	15,000	0	15,000	354,355	212,784	5,941	218,725	61.72%
Corporate Services	1,868,332	161,845	0	-16,333	143,475	1,995,351	10,635,148	113,041	10,748,189	90.21%
Community Services										
Arts & Culture	140,000	0	0	0	0	140,000	100,540	568	101,109	72.22%
Community Development	534,910	10,100	-8,775	20,000	57,975	596,985	225,341	1,000	226,341	72.85%
Events Promotion	309,000	0	0	0	0	309,000	154,455	9,317	163,771	53.00%
Families & Children	231,202	184,425	0	0	184,425	415,627	195,859	557	196,416	31.35%
Health and Wellbeing Services	42,000	0	0	0	0	42,000	15,279	4,349	19,628	46.74%
Library Services	1,201,302	19,830	-12,816	0	-32,446	1,168,656	1,031,326	29,475	1,060,801	90.77%
Senior Citizens	9,000	0	0	0	0	9,000	4,025	116	4,141	43.59%
Youth Services	22,000	0	0	0	0	22,000	17,976	1,044	19,019	86.45%
Community Services	2,900,414	211,345	-21,591	20,000	209,754	3,109,858	2,189,800	46,423	2,236,223	72.75%
Technical Services										
Animal Management	79,080	30,000	0	0	30,000	109,080	94,931	7,770	102,701	94.15%
Aquatic Centre	223,200	63,300	0	0	63,300	390,500	309,363	59,319	368,683	94.47%
Archer Sports Club	12,800	0	0	0	0	12,800	3,614	0	3,614	28.00%
Civic Centre	360,870	0	0	0	0	360,870	281,214	4,118	285,332	77.51%
Depot	87,277	0	0	0	0	87,277	85,606	2,532	88,138	100.99%
Driver Resource Centre	0	4,500	25,000	0	27,500	27,500	3,827	107	3,934	14.31%
Emergency Operations	19,010	4,170	0	-10,000	-11,170	8,840	92,881	0	92,881	104.66%
Gray Community Hall	158,975	0	-25,000	0	-25,000	133,975	51,652	3,177	54,829	65.30%
Office of the Director Technical Services	1,454,956	0	2,500	0	2,500	1,457,456	1,128,226	20,344	1,148,570	78.31%
Open Space	4,742,934	-2,300	56,600	23,017	77,517	4,819,451	4,198,481	334,820	4,533,301	92.72%
Parking & Other Ranger Services	17,145	0	0	0	0	17,145	550,631	3,348	553,979	77.25%
Private Works	80,000	0	0	0	0	80,000	66,308	0	66,308	82.86%
Recreation Centre	209,930	2,000	-20,000	0	-18,000	191,930	147,417	20,012	167,429	91.94%
Roads & Transport	2,057,719	10,000	-59,500	44,600	15,100	2,072,819	1,800,997	62,239	1,863,237	89.89%
Stormwater Infrastructure	241,400	0	0	0	0	241,400	202,591	4,460	207,051	85.91%
Street Lighting	1,100,500	0	0	-416,000	-416,000	745,500	504,637	0	504,637	73.80%
Subdivisional Works	80,000	0	0	0	0	80,000	478	0	478	0.54%
Waste Management	5,564,151	-4,500	65,000	-65,000	-132,500	5,431,651	4,359,322	314,137	4,673,459	89.69%
Birriga Court Investment Property	118,974	2,000	0	3,631	5,631	174,605	115,178	184	115,362	66.07%
Technical Services	17,577,500	104,130	-65,500	-419,752	-381,122	17,196,838	13,983,314	1,058,165	15,041,479	87.44%
	32,732,316	577,284	871	-418,085	160,670	33,422,385	27,782,999	1,222,962	29,005,961	86.79%

Section 2
Financial Results
31 May 2016

2.1 - Budget Summary Report as at

Capital Expenditure

	Original Budget	First Budget Review	Second Budget Review	Third Budget Review	YTD Bud Reviews	Total Budget (inc. Revisions)	YTD Actuals	Commitment	Total YTD Actuals plus Commitments	%
Corporate Services										
Information Technology	70,000	0	0	0	0	70,000	34,818	0	34,818	49.73%
Office of the Director Corporate Community Services	253,000	31,638	44,751	0	76,589	376,389	320,561	0	320,561	98.22%
Corporate Services	323,000	31,638	44,751	0	76,589	396,389	355,379	0	355,379	89.65%
Community Services										
Library Services	0	21,000	12,816	0	33,816	33,816	33,732	0	33,732	99.75%
Community Services	0	21,000	12,816	0	33,816	33,816	33,732	0	33,732	99.75%
Technical Services										
Aquatic Centre	0	3,800	8,775	0	18,575	18,575	18,575	0	18,575	100.00%
Civic Centre	718,310	0	-11,660	0	-11,660	718,340	727,286	19,116	141,731	15.74%
Driver Resource Centre	0	0	0	0	0	0	4,700	0	4,700	0.00%
Gray Community Hall	0	0	0	0	0	0	4,598	0	4,598	0.00%
Office of the Director Technical Services	0	6,408,597	4,571,300	0	10,980,097	10,980,097	6,685,175	3,173,697	9,858,872	89.78%
Open Space	377,953	277,000	-60,192	11,000	367,808	1,190,758	721,236	101,823	823,160	69.13%
Roads & Transport	3,942,439	442,000	402,660	-6,850	837,810	4,780,249	1,855,829	1,808,738	3,664,566	76.66%
Stormwater Infrastructure	240,000	0	0	3,000	3,000	943,100	43,276	0	43,276	4.59%
Subdivisional Works	0	0	0	0	0	0	176,067	5,922	121,789	6.90%
Waste Management	5,412,000	65,000	0	-3,895,000	3,830,000	1,582,000	237,385	5,136	241,221	15.25%
Technical Services	11,862,389	7,314,597	4,911,083	-3,887,850	8,365,630	20,213,519	9,809,127	5,112,962	14,922,389	73.82%
	12,167,689	7,393,035	4,968,650	-3,887,250	8,475,635	20,643,724	10,198,031	5,112,962	15,311,493	74.47%

Section 2 Financial Results

2-2 Investments Management Report

INVESTMENTS REPORT TO COUNCIL AS AT 31/05/2016

COUNTERPARTY	RATING	AMOUNT	INTEREST RATE	MATURITY DATE	DAYS TO MATURITY	WEIGHTED AVERAGE RATE	INSTITUTION TOTALS	%COUNTER PARTY
People's Choice Credit Union		\$ 8.79	0.00%				\$ 8.79	0.00%
Bank of Queensland	S&P A2	\$ 2,000,000.00	2.37%	July 8 2016	38	0.003018516		
Bank of Queensland	S&P A2	\$ 2,000,000.00	2.37%	July 20 2016	50	0.013916516	\$ 4,000,000.00	27.28%
Herrage Bank	Muddy's P2	\$ 2,000,000.00	3.20%	August 17 2016	73	0.004366947	\$ 2,000,000.00	13.86%
National Australia Bank	Fitch F1+	\$ 2,000,000.00	2.08%	June 22 2016	22	0.004089333		
National Australia Bank	Fitch F1+	\$ 1,500,000.00	3.11%	August 3 2016	64	0.003189022		
National Australia Bank	Fitch F1+	\$ 1,500,000.00	3.12%	August 31 2016	92	0.003195257		
National Australia Bank	Fitch F1+	\$ 7,237.57	2.80%			0.000130227		
National Australia Bank	Fitch F1+	\$ 148,829.01	2.80%			0.000285974	\$ 5,155,876.58	35.18%
ME Bank	S&P A2	\$ 1,500,000.00	2.55%	June 8, 2015	8	0.002809873	\$ 1,500,000.00	10.23%
MyState Bank	S&P A2	\$ 2,000,000.00	3.11%	October 13, 2015	141	0.001244029	\$ 2,000,000.00	13.85%

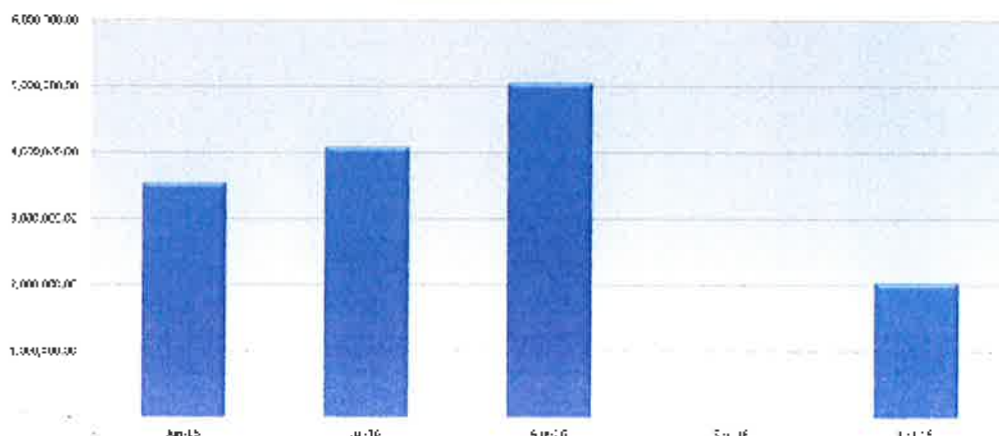
TOTAL SHORT TERM INVESTMENT	\$ 14,855,883.37	Average Days to Maturity	61.00	Weighted Average	1.98%	100.00%
-----------------------------	------------------	--------------------------	-------	------------------	-------	---------

% OF TOTAL INVESTMENT PORTFOLIO	A1 (max 100%) 0%	F1 (max 100%) 34%	A2 (max 80%) 51%	F2 (max 80%) 14%
---------------------------------	------------------	-------------------	------------------	------------------

GENERAL BANK FUNDS	\$ 6,440,529.89	Total Budget Investment Earnings	-\$ 533,665.00
--------------------	-----------------	----------------------------------	----------------

TOTAL ALL FUNDS	\$ 11,098,413.10	Year to Date Investment Earnings	-\$ 468,321.65
-----------------	------------------	----------------------------------	----------------

Cashflow of Investments



PROPERTY SYSTEM

PROPERTY ADDRESS	VALUATION BASIS	VALUE	INCOME YTD	EXPENSE YTD	NET PROFIT YTD	COMPARATIVE YTD YIELD AT CASH RATE OF 3%
48 Dalegarth Drive, Rosebery	Cost	\$ 6,611,463	\$ 418,774	\$ 115,176	\$ 304,598	10.544

Please note valuation for this property has recently been completed returning a valuation of \$8,500,000.

[Signature]
Reviewed by Finance Manager


[Signature]
Approved by Acting Chief Executive Officer

Section 2

Financial Results

2-3 Reserves Schedule

	Balance as at 01/07/2015	Original Budget	TO RESERVES Budget Reviews			Adopted Budget	Original Budget	FROM RESERVES Budget Review			Adopted Budget	Balance as at 30/06/2016
			1st Review	2nd Review	3rd Review			1st Review	2nd Review	3rd Review		
Asset Related Reserves												
Property Reserve	1,881,188	0	0	0	0	0	0	0	0	0	0	1,881,188
Plant and Equipment Reserve	511,404	0	0	0	0	0	0	0	0	0	0	511,404
Infrastructure Reserve	5,584,184	620,416	0	85,192	0	705,608	3,800,000	0	2,215,852	0	6,015,852	273,940
	7,976,776	620,416	0	85,192	0	705,608	3,800,000	0	2,215,852	0	6,015,852	2,666,532
Other Reserves												
Election Expenses Reserve	150,000	0	0	0	0	0	0	0	87,962	0	87,962	62,038
Disaster Recovery Reserve	500,000	0	0	0	0	0	0	0	0	0	0	500,000
Strategic Initiatives Reserve	500,000	0	0	0	0	0	0	0	0	0	0	500,000
Unexpended Grants Reserve	352,479	0	0	0	0	0	0	184,425	0	0	184,425	168,054
Unexpended Capital Works Reserve	6,924,035	0	0	0	0	0	0	6,924,035	0	0	6,924,035	0
Developer Funds in lieu of construction	4,518,287	400,000	0	0	0	400,000	0	0	0	0	0	4,518,287
Community Grants Reserve	116,750	0	0	0	0	0	0	46,750	0	0	46,750	100,000
Waste Management Reserve	0	0	0	265,000	877,591	1,142,591	0	0	0	0	0	1,142,591
	12,691,551	400,000	0	265,000	877,591	1,542,591	0	7,155,210	87,962	0	7,243,172	6,990,970
Total Reserve Funds	20,668,327	1,020,416	0	350,192	877,591	2,248,199	3,800,000	7,155,210	2,303,814	0	13,259,024	9,657,502

Reviewed by:  Accounting Officer

Approved by:  Accounting Chief Executive Officer

Section 2

Financial Results

31 May 2016

2-4 Debtor Control Accounts

SUNDRY DEBTORS:						
BALANCE	CURRENT	30 DAYS	60 DAYS	90 DAYS	OVER 90 DAYS	
\$ 56,586.55	5,821.17	9,781.37	24,889.90	791.11	15,303.00	

RATES:					
REPORT MONTH	OUTSTANDING \$	OUTSTANDING % OF RATES INCOME	OVERDUE \$	OVERDUE % OF RATES INCOME	
May-16	\$34,455	0.1%	\$689,885	2.7%	
May-15	\$65,009	0.3%	\$665,712	3.1%	
TOTAL OVERDUE \$	Charged In 2015/2016	Charged In 2014/2015	Charged Prior to 2014/2015		
\$689,885	\$551,095	\$81,819	\$56,971		

INFRINGEMENTS:		\$
Animal Infringements		117,980.86
Public Places		9,579.00
Parking Infringements		152,622.00
Litter Infringements		875.00
Signs		0.00
Other Law and Order		0.00
Net Balance on Infringement Depts		<u>281,056.86</u>


Reviewed by: Finance Manager


Approved by: Acting Chief Executive Officer

SECTION 2

Financial Results

2.5 - Creditor Accounts paid - May 2016

Creditor No.	Creditor Name	Invoice Number	Invoice Description	Amount
59	City of Palmerston	PETTY CASH CORP 13.5.16	Petty Cash Recoup - Corp - 13.5.16	\$ 613.80
V00699	Joseph Tesselaar	CAT TRAP DEPOSIT REFUND R132017	Cat Trap Deposit Refund R132017	\$ 100.00
V00599	Athina Pascoe Bell	4 MAY 2016	Allowance to 4 May 2016	\$ 802.09
4967	Mr A N Byrne	4 MAY 2016	Allowance to 4 May 2016	\$ 802.09
5552	S J Shutt	4 MAY 2016	Allowance to 4 May 2016	\$ 1,422.16
1809	Alderman G A Carter	4 MAY 2016	Allowance to 4 May 2016	\$ 802.09
4237	Ms S M McKinnon	4 MAY 2016	Allowance to 4 May 2016	\$ 627.09
4966	Mr P Bunker	4 MAY 2016	Allowance to 4 May 2016	\$ 802.09
932	Mr I Abbott	4 MAY 2016	Allowance to 4 May 2016	\$ 4,124.27
4737	D & L Plumbing & Gasfitting	6313	Service call water leak Civic Plaza	\$ 99.00
V00228	Outback Tree Service	INV-0324	38 James Cct stump grind stump	\$ 99.00
35	Staples Australia Pty Limited	9017778104	Paper	\$ 230.67
610	Data Centre Services (DCS)	66B5071991	Mainframe CPU Usage - MARCH 2016	\$ 17.44
1607	Sterling NT Pty Ltd	000044923	HM3.53 - Confalonieri Park - mulch	\$ 660.00
3313	Zip Print	12996	Activate 2016 Timetable x 1000	\$ 770.00
3313	Zip Print	13017	Activate Program Booklet x 510	\$ 2,508.00
3313	Zip Print	13016	PO109517 Brekkie in the Park A3 Poster x 10	\$ 66.00
3313	Zip Print	13005	PO109527 Blank Paper Stock x 2 Kinds	\$ 44.00
3313	Zip Print	13004	PO109526 Brekkie in the Park DL x 500 extra	\$ 231.00
3313	Zip Print	13003	PO109516 Brekkie in the Park DL x 500	\$ 231.00
5104	JLM Civil Works Pty Ltd	00005125	Pick up fallen branch from 69 Priest Circuit, Gray	\$ 110.00
5104	JLM Civil Works Pty Ltd	00005124	Footpath Driver	\$ 1,049.99
5104	JLM Civil Works Pty Ltd	00005123	replace post and KL sign at Flanders Street	\$ 603.99
5104	JLM Civil Works Pty Ltd	00005122	Remove debris from the grates at Rosebery drain	\$ 159.19
5104	JLM Civil Works Pty Ltd	00005121	Remove debris from the grates at Sediment basin	\$ 79.75
5315	Adamant Property Services Pty Ltd	5763	Install additional screws to the battern - Civic Centre	\$ 5,733.57
1502	Figleaf Pool Products	398904	Monthly services and maintenance items for pool	\$ 154.00
10	DBI Contracting	00007302	Marshall Park - mulch	\$ 3,145.63
121	Signtech NT	00027943	PO109405 Citra Festival 2016 Banner	\$ 1,242.18
2017	Signs Plus	00116750	Name Bages	\$ 142.00
350	IBM Global Financing Australia Limited	IBM LEASE AGREEMENTS - MAY 2016	IBM Lease Agreements - MAY 2016	\$ 2,388.15
426	Corrugated Iron	00007274	Palmerston Pool Party 2016 - Circus Activities	\$ 814.00
3594	Comics NT	4898	Library Stock	\$ 1,536.21
3594	Comics NT	4900	Library Stock	\$ 593.41
3594	Comics NT	4899	Library Stock	\$ 1,577.97
V00200	Hidden Valley Ford (Red Earth Automotive P/L)	FOB39146	15 000km Service NT-CB7700	\$ 370.00
938	Nightcliff Electrical	2139	Gray Hal. lights	\$ 3,177.50

Creditor No.	Creditor Name	Invoice Number	Invoice Description	Amount
5104	JLM Civil Works Pty Ltd	00005149	Widdup Park	\$ 530.09
10	DBH Contracting	00007304	repair edge drop off various location (as email)	\$ 3,074.94
10	DBH Contracting	00007301	repair edge drop off at various location	\$ 2,051.50
5104	JLM Civil Works Pty Ltd	00005139	Rosebery Drain - replace damaged lock & chain	\$ 110.00
5104	JLM Civil Works Pty Ltd	00005138	Owston Drain - modify chain & lock to allow access	\$ 159.50
5104	JLM Civil Works Pty Ltd	00005136	play equipment Moulden	\$ 758.45
5104	JLM Civil Works Pty Ltd	00005135	2 Dutton - remove fallen Melaleuca limb	\$ 165.00
5104	JLM Civil Works Pty Ltd	00005134	Cunningham Park - replace damaged door on power box	\$ 304.54
5104	JLM Civil Works Pty Ltd	00005133	Reggies Park - replace 5 missing bollards	\$ 275.00
5104	JLM Civil Works Pty Ltd	00005137	Widdup Park - replace heat shrink and sikaflex	\$ 186.45
5104	JLM Civil Works Pty Ltd	00005161	Landscape Maintenance - Gager Park	\$ 3,741.32
3879	Litchfield Council	2730	Information Services 7/4/2016	\$ 194.96
V00368	Water N1	141	Supply and install new irrigation to Chung Wah	\$ 12,900.00
549	City of Darwin	93023	Toll Courier - Karama Library to Palmerston Library	\$ 132.48
5104	JLM Civil Works Pty Ltd	00005158	Select fill 10 sq.m ifo Driver Shopping Centre	\$ 703.67
5104	JLM Civil Works Pty Ltd	00005157	Footpath Driver	\$ 5,150.39
5104	JLM Civil Works Pty Ltd	00005156	Footpath Driver	\$ 3,721.49
5104	JLM Civil Works Pty Ltd	00005155	Asphalt patch to remove trip hazard various Driver	\$ 368.06
5104	JLM Civil Works Pty Ltd	00005154	Footpath Driver	\$ 6,341.56
5104	JLM Civil Works Pty Ltd	00005141	Hobart Park - remove graffiti from plunk setting	\$ 132.00
5104	JLM Civil Works Pty Ltd	00005155	Other Structures - 139 Woodlake Blvd	\$ 110.00
35	Staples Australia Pty Limited	9017777990	Kitchen Supplies (PO109535)	\$ 22.70
2664	Forpark Australia (SA/NT)	00066270	Supply and deliver - playground equipment parts	\$ 3,300.00
5104	JLM Civil Works Pty Ltd	00005154	Other Structures - 139 Woodlake Blvd	\$ 1,744.33
5104	JLM Civil Works Pty Ltd	00005163	Other Structures - COP Depot	\$ 203.50
5104	JLM Civil Works Pty Ltd	00005162	Other Structures - Hobart Park	\$ 165.00
5104	JLM Civil Works Pty Ltd	00005153	clean the drain behind 1 Ruby Grove and Howard Cl	\$ 119.63
5104	JLM Civil Works Pty Ltd	00005148	replace post for KL sign Inter of Majestic/Wlake	\$ 111.42
5104	JLM Civil Works Pty Ltd	00005145	Grind the footpath fo 38 Driver Av	\$ 79.75
5104	JLM Civil Works Pty Ltd	00005144	swape school sign from Flackhart and Davoren	\$ 105.56
289	Bolinda Publishing Pty Ltd	0456783	Library WWW O/No:20279618	\$ 54.23
289	Bolinda Publishing Pty Ltd	0456599	Library WWW O/No:20279618	\$ 655.67
4398	Quality Indoor Plants Hire	61416	Civic Centre Plant Hire and Maintenance 2015/2016	\$ 102.40
5104	JLM Civil Works Pty Ltd	00005132	Zuccoli Lot 13060 (81) Zuccoli Pde Driveway	\$ 2,832.45
5104	JLM Civil Works Pty Ltd	00005131	Zuccoli Lot 13232 (19) Dragonfly Crt Driveway	\$ 1,189.63
5104	JLM Civil Works Pty Ltd	00005130	Zuccoli Lot 13241 (10) Knox Court Driveway	\$ 623.14
5104	JLM Civil Works Pty Ltd	00005147	Stormwater Gray	\$ 1,163.25
5104	JLM Civil Works Pty Ltd	00005146	Replace 10.65m2 of footpath ifo 25 Melbourne St	\$ 1,477.88
5104	JLM Civil Works Pty Ltd	00005143	Signs CBD	\$ 1,146.02
5104	JLM Civil Works Pty Ltd	00005142	bunt off the NBN pit and epoxy footpath Durack	\$ 203.45
5104	JLM Civil Works Pty Ltd	00005160	Replace 3 damaged tactile on corner 14 Driver Ave	\$ 429.28
5104	JLM Civil Works Pty Ltd	00005159	Footpath Driver	\$ 982.74
41	Harvey Distributors	430857	Garbage Bags	\$ 884.25

Creditor No.	Creditor Name	Invoice Number	Invoice Description	Amount
4825	OracleCMS	00123636	AfterHours Call Service (technical) to June 2016	\$ 1,264.36
5104	JLM Civil Works Pty Ltd	00005150	Clear up smashed glass in park end of Corrick	\$ 89.12
54	Powerwater	64563118	2014563410 - 22.03.2016 - 18.04.2016	\$ 1,409.23
54	Powerwater	64562995	204426110 - 01.04.2016 - 30.06.2016	\$ 702.35
54	Powerwater	64547135	202810210 - 01.04.2016 - 30.06.2016	\$ 968.14
54	Powerwater	64562891	206382310 - 22.03.2016 - 18.04.2016	\$ 185.59
54	Powerwater	64563017	2013921810 - 19.03.2016 - 15.04.2016	\$ 159.08
54	Powerwater	64562963	207029610 - 19.03.2016 - 15.04.2016	\$ 495.11
54	Powerwater	64537991	206639410 - 12.01.2016 - 11.04.2016	\$ 223.02
54	Powerwater	64563186	206237910 - 19.03.2016 - 15.04.2016	\$ 275.33
54	Powerwater	64563045	206301310 - 19.03.2016 - 15.04.2016	\$ 134.61
54	Powerwater	64563219	3016723810 - 01.04.2016 - 30.06.2016	\$ 201.35
35	Staples Australia Pty Limited	9017681976	Library staples 04/04/2016	\$ 157.52
272	City Wreckers	00011513	Towing and storage Red and White/Ford/F100/NT-967	\$ 110.00
5508	Open Systems Technology Pty Ltd (OST)	51003282	Jet Reports Annual Maintenance: Pro-rated	\$ 1,103.94
V00328	Capital Security (NT) Pty Ltd	00002063	CAPITAL Security W/C - 17/04/2016	\$ 339.52
V00328	Capital Security (NT) Pty Ltd	00002062	CAPITAL Security W/E - 10/04/2016	\$ 374.88
5562	Mr S K Pokhrel	REIMBURSE TAXI FARES	Reimburse taxi fares - Brisbane training course	\$ 210.60
5104	JLM Civil Works Pty Ltd	00004893	straighten the Refuse Island sign into Sibbald Park	\$ 52.78
399	St John Ambulance (NT) Incorporated	589047	Freedom of Entry	\$ 150.00
4508	News 4 U	SN00 1667 3004 2016	Newspapers - CEO - APRIL 2016	\$ 51.40
4508	News 4 U	SN00 0988 3004 2016	Newspapers - Mayor - April 2016	\$ 51.40
5104	JLM Civil Works Pty Ltd	00005152	Replace 1x wheel of the chair at staff room Library	\$ 107.25
5104	JLM Civil Works Pty Ltd	00005151	Callout on 13.06.2016 + 1hrs Labour	\$ 504.30
938	Nightcliff Electrical	2070	Some lights at Gym hall not working, pool clock	\$ 1,785.45
3428	Bunnings Group Limited	2315/01579183	Goods as selected	\$ 67.04
112	Brauprepaires	6408124428 REFUND 55356784	Battery Replacement CA-31-D0	\$ 167.25
3545	Amalgamated Pest Control Pty Ltd	1510329756	Driver Resources Centre - Termite treatment	\$ 346.50
3545	Amalgamated Pest Control Pty Ltd	1510329754	Council Depot - Termite treatment	\$ 740.00
3545	Amalgamated Pest Control Pty Ltd	1510329753	Civic Plaza - Termite treatment	\$ 300.00
3545	Amalgamated Pest Control Pty Ltd	1510329707	Driver Resources Centre - Quarterly spot treatment	\$ 143.00
3545	Amalgamated Pest Control Pty Ltd	1510329727	Council Depot - Quarterly spot treatment of lunch	\$ 275.00
5104	JLM Civil Works Pty Ltd	00005088	Toilet renovation as per the quotation	\$ 17,260.65
4065	Southern Cross Protection Pty Ltd	795592	Security Patrol - Civic Centre - 26/4/2016	\$ 73.54
54	Powerwater	PJ000813	FORNIGHT 2016-22 - From Payrol	\$ 615.00
V00683	Sean Newcombe	REIMB: CATERING EXPS - POOL PARTY	Reimb: Catering Exps - Palmerston Pool Party 2016	\$ 181.00
4065	Southern Cross Protection Pty Ltd	792133	Security Patrols - APRIL 2016	\$ 1,999.89
V00749	David D'Antoine	GRAY HALL REFUND R133855	Gray Hall Refund R133855	\$ 125.00
V00435	Palmerston RSI	ANZAC DAY PALMERSTON GRANT 2016	ANZAC Day Palmerston Grant 2016	\$ 10,000.00
V00299	EPAC Salary Solutions Pty Ltd	172860 050516	Salary Packaging - Pay 22 (1/1/2016)	\$ 779.37
V00621	Kelly Blackburn	REIMB: HIP HOP PROJECT EXPS 2016	Reimb: Hip Hop Project Exps 2016	\$ 47.90
V00592	Dreamedia	DM000088	Rental of Media equip for Ted X Palmerston	\$ 2,988.26
V00660	Richard Fejo	3089	Citra Indonesia	\$ 350.00

Creditor No.	Creditor Name	Invoice Number	Invoice Description	Amount
V00741	Franks Holdings (NT) Pty Ltd	0000163	Cirta Indonesia Festival - Entertainer J Sogalrey	\$ 500.00
5136	RMI Security	5-2909	Security - Palmy Pool Party	\$ 414.00
V00731	Sand Cards NT	037	Brakkie in the Park - Sand Cards - 1 May 16	\$ 244.00
V00228	Outback Tree Service	INV 0334	Tree works - Various locations	\$ 1,584.00
V00795	Jacana Energy	64429346	1011363410 - Street Lighting 2/1/16 to 31/3/16	\$ 161,397.24
V00753	Wood & Wicker	8301	Decorations-Citra - Wood & Wicker	\$ 720.00
5	Australia Post	1C05244198	Monthly Postage - APRIL 2016	\$ 1,736.80
V00754	Deborah Grazioli	CFT REQ 4/5/2016	Refund of Work on Public Place Permit (L6404)	\$ 295.00
V00756	Susan Watts	DOG REGO REFUND A124687	Prorata dog registration refund A124687	\$ 40.00
V00755	Alan Dorahy	BARKING COLLAR REFUND - R130680	Barking collar deposit refund - R130680	\$ 50.00
3428	Bunnings Group Limited	2315/00240753	Tools irrigation	\$ 76.35
4508	News 4 U	SN00 1972 3004 2016	Newspapers - DC&CS - APRIL 2016	\$ 51.40
2	Australian Taxation Office - GST, PAYG	PAYG WL 1/5/2016	PAYG WE 1/5/2016	\$ 63,537.00
4190	National Australia Bank	NAB CCC - MARCH 2016	NAB CCC - March 2016	\$ 20,170.75
5170	William M Carroll Photographic Services	QUOTE REF: 59-170416 18.4.2016	Freedom of Entry	\$ 350.00
2965	KIK FM Pty Ltd	09008774	PO109598 Indonesian Festival Radio Audio	\$ 147.00
V00443	Top End Hydraulic Services P/L T/A Forecast Machin	2368	Repair Breaks on Truxor Trailer CC02UD	\$ 709.50
5104	JLM Civil Works Pty Ltd	00005173	Graffiti - Bill Lewis	\$ 110.00
5104	JLM Civil Works Pty Ltd	00005175	Play Equipment - Cornwallis Park	\$ 383.35
5104	JLM Civil Works Pty Ltd	00005177	Graffiti - Allamur Park	\$ 55.00
5104	JLM Civil Works Pty Ltd	00005179	Tree Maintenance - Bowman Park	\$ 110.00
5104	JLM Civil Works Pty Ltd	00005180	Play Equipment - Bowman Park	\$ 55.00
5104	JLM Civil Works Pty Ltd	00005181	Play Equipment - Marlow Lagoon	\$ 220.00
5104	JLM Civil Works Pty Ltd	00005182	Play Equipment - Marlow Lagoon	\$ 110.00
5104	JLM Civil Works Pty Ltd	00005183	Graffiti - Marlow Lagoon	\$ 55.00
V00228	Outback Tree Service	INV 0328	Dunbar Park, remove broken branch from Albizia.	\$ 99.00
121	Signtech NT	00027951	PO109447 Citra Indonesia Festival x 3 banners	\$ 2,574.00
5104	JLM Civil Works Pty Ltd	00005176	Other Structures - Cornwallis Park	\$ 165.00
V00228	Outback Tree Service	INV-0325	rear Sherringham - remove & poison fence line trees	\$ 3,146.00
90	Local Government Association of the NT (LGANT)	3519	LGANT Conference & General Meeting 2016	\$ 230.00
2965	KIK FM Pty Ltd	09008777	PO109262 The Scoop 2016 April x 1 episode	\$ 660.00
3313	Zip Print	13083	PO109605 Indonesian Festival DL x 5000	\$ 671.00
5131	Core Traffic Control Pty Ltd	00001931	Freedom of Entry	\$ 4,309.25
4644	Quest Palmerston	47541	Equipment Hire Event - 16 & 17 April 2016	\$ 550.00
4644	Quest Palmerston	47542	Catering - Event - 16 & 17 April 2016	\$ 175.00
1386	Pitney Bowes Australia Pty Ltd	18024427	Dm Rate D/Load 0017212 Apr 16	\$ 198.00
5104	JLM Civil Works Pty Ltd	00005166	Graffiti - Rear of Alexandra Court Durack	\$ 55.00
1607	Sterling NT Pty Ltd	00045051	variation 2 area 4 cost to bring landscape	\$ 2,178.00
256	The Bookshop Darwin	BD14700	Library BD14700	\$ 644.05
256	The Bookshop Darwin	BD14659	Library BD14659	\$ 1,997.78
256	The Bookshop Darwin	BD14701	Library, Quote BD3823	\$ 1,120.79
5611	Steelmen's Tools and Industrial Supplies	76999	Trailer Adaptor 7pin to 7 pin round	\$ 45.00
5114	S.E. Rentals Pty Ltd	1600016652	Rental Copier CHC279546 - Sept 2015 to June 2016	\$ 269.17

Creditor No.	Creditor Name	Invoice Number	Invoice Description	Amount
5104	JLM Civil Works Pty Ltd	30005167	Litter - Tiverton Park	\$ 55.00
5104	JLM Civil Works Pty Ltd	30005168	Play Equipment - Tiverton Park	\$ 110.00
5104	JLM Civil Works Pty Ltd	00005169	Litter - Sibbald Park Woodroffe	\$ 55.00
5104	JLM Civil Works Pty Ltd	00005170	Play Equipment - Sibbald Park	\$ 263.45
5104	JLM Civil Works Pty Ltd	00005171	Graffiti - Lindsay Park	\$ 55.00
5104	JLM Civil Works Pty Ltd	00005172	Play Equipment - Lindsay Park	\$ 55.00
5104	JLM Civil Works Pty Ltd	0005174	Play Equipment - Bill Lewis	\$ 208.73
4561	Bendesigns	3381	TS2016/01 - Conflute business signs for detours	\$ 790.90
5104	JLM Civil Works Pty Ltd	00005196	Street sections adjacent to shopping centres &	\$ 2,286.92
5104	JLM Civil Works Pty Ltd	30005195	Once every three months as per Appendix C	\$ 781.07
5104	JLM Civil Works Pty Ltd	00005193	Monthly as per Appendix C as per TS 2012-06	\$ 2,427.65
5104	JLM Civil Works Pty Ltd	00005192	Install new driveway (2.2X3.5X0.1) at Lot 13249,	\$ 623.14
5104	JLM Civil Works Pty Ltd	00005190	Wheelie bin replacement at Coles Bus Stop	\$ 140.24
5104	JLM Civil Works Pty Ltd	00005186	Tree Planting Gurni	\$ 2,887.50
5104	JLM Civil Works Pty Ltd	00005189	bunt the pit in front of 72 Bagshaw crescent	\$ 101.75
5104	JLM Civil Works Pty Ltd	00005184	tree planting Farrar	\$ 2,117.50
5104	JLM Civil Works Pty Ltd	00005188	Dead Animal	\$ 89.12
4678	Allabout Party Hire & Events	1038	Party supplies - 8/4/16	\$ 66.50
5104	JLM Civil Works Pty Ltd	00005204	Install new driveway (2.2X3.5X0.1) at Lot 11780,	\$ 623.14
272	City Wreckers	00011532	Towing and Storage of Blue/Mitsubishi/YW5563	\$ 110.00
V00746	Indigenous Hip Hop Projects	667	Music Project - 24-30 April 2016	\$ 15,125.00
5533	Custom Av Pty Ltd	00358828	Monthly Fire Indication Panel Test April Joy And	\$ 21.30
5533	Custom Av Pty Ltd	00358831	UnderTake repair/replacement of failed equipment	\$ 1,600.50
5533	Custom Av Pty Ltd	00358827	Driver Resource Cnt -Monthly Fire Indication April	\$ 118.10
5533	Custom Av Pty Ltd	00358767	Monthly Fire Indication Panel Test April Library	\$ 178.67
5104	JLM Civil Works Pty Ltd	00005185	install new street name sign for Heroine Court	\$ 345.97
4662	G & T Electrical Enterprises	00023592	Replace touch switch	\$ 363.00
2587	Top End RACE	00035078	ACS on fault, investigate and fix Issue Rec Cnt	\$ 1,934.91
5104	JLM Civil Works Pty Ltd	00005198	Replace 4.2 sq.m driveway at 69 Bonson Terrace	\$ 667.22
938	Nightcliff Electrical	1996	Park Lights Durack	\$ 10,241.00
5104	JLM Civil Works Pty Ltd	00005202	Replace broken section of kerb	\$ 318.45
5104	JLM Civil Works Pty Ltd	00005201	2.2 sq.m reconstruction of pavement	\$ 544.38
5104	JLM Civil Works Pty Ltd	00005200	1.4 sq.m asphalt replacement	\$ 328.81
5104	JLM Civil Works Pty Ltd	00005199	Asphalt patch trip hazard behind 20 Gumnut Way;	\$ 717.04
V00711	Line Marking NT Pty Ltd	INV 0045	line marking at various location as in the quote	\$ 6,944.30
47	Telstra Corporation Ltd	1311 - 02/05/06	4640728244 - Satellite Phones - 7 May 2016	\$ 105.00
V00078	BMD	008004366	TS2015/05 - Variation 34 - Raised telstra pit lids	\$ 8,973.25
V00228	Outback Tree Service	INV-0333	Tree Works - Various locations	\$ 7,222.60
5104	JLM Civil Works Pty Ltd	00004967	Provide replacement seating of Kokoda bench seats	\$ 4,763.00
V00099	Palmerston Lions	01	Picnic In The Park-COPAL 20 August 2015	\$ 200.00
V00099	Palmerston Lions	02	COPAL-Picnic In The Park 8 August 2015	\$ 200.00
2186	Optus Billing Services Pty Ltd	15092262	Optus Evolve Internet - APRIL 2016	\$ 2,442.00
1502	Figleaf Pool Products	386055	Works undertaken on 8.12.2015 Aquatic Centre	\$ 975.00

Creditor No.	Creditor Name	Invoice Number	Invoice Description	Amount
54	Powerwater	64600729	206803011 -24.01.2016 - 23.04.2016	\$ 232.13
54	Powerwater	64600732	206190610 -24.01.2016 - 23.04.2016	\$ 126.08
54	Powerwater	64576412	206399910 -22.03.2016 - 18.04.2016	\$ 283.48
54	Powerwater	64576427	206480110 -22.03.2016 - 18.04.2016	\$ 22.48
54	Powerwater	64576320	206733510 -19.03.2016 - 15.04.2016	\$ 51.03
3690	Charles Darwin University Foundation	CDUF16/998108/8	Conservation and Land Management Scholarship 2016	\$ 2,750.00
3690	Charles Darwin University Foundation	CDUF16/998108/7	City of Palmerston Scholarship 2016	\$ 2,700.00
2977	Security & Technology Services P/L	102931	Alarm Response - 7/4/16 - Aquatic Centre	\$ 82.50
2977	Security & Technology Services P/L	102918	Alarm Response - 13/4/16 - Aquatic Centre	\$ 82.50
2977	Security & Technology Services P/L	102916	Alarm Response 13/4/16 - Aquatic Centre	\$ 169.95
VU0582	Ekco Property Services (Aust) Pty Ltd	00039865	Gray Hall - Cooktop/Oven Cleaning - 12/2/16	\$ 40.70
4538	Byrne Design & Drafting	INV00537	The Blvd	\$ 3,392.24
4538	Byrne Design & Drafting	INV00535	Goyder Square	\$ 5,104.00
54	Powerwater	64600730	201536210 -24.01.2016 - 23.04.2016	\$ 183.19
54	Powerwater	64575451	2012185911 -20.01.2016 - 19.04.2016	\$ 1,303.19
54	Powerwater	64602897	205605910 -24.01.2016 - 23.04.2016	\$ 291.65
54	Powerwater	64576317	206213510 -19.03.2016 - 15.04.2016	\$ 22.48
54	Powerwater	64576438	206639910 -19.03.2016 - 15.04.2016	\$ 26.33
54	Powerwater	64576414	206414410 -19.03.2016 - 15.04.2016	\$ 80.74
54	Powerwater	64576377	206317110 -27.03.2016 - 18.04.2016	\$ 140.73
54	Powerwater	64600753	205650710 -24.01.2016 - 23.04.2016	\$ 1,782.45
54	Powerwater	64603006	206372910 -24.01.2016 - 23.04.2016	\$ 1,192.47
54	Powerwater	64600702	206544410 -24.01.2016 - 23.04.2016	\$ 489.47
54	Powerwater	64600677	205892210 -24.01.2016 - 23.04.2016	\$ 548.61
54	Powerwater	64575776	202165710 -15.01.2016 - 13.04.2016	\$ 72.26
54	Powerwater	64575912	203025110 -15.01.2016 - 14.04.2016	\$ 75.10
54	Powerwater	64602011	205562610 -21.01.2016 - 19.04.2016	\$ 465.87
54	Powerwater	64600742	201536810 -24.01.2016 - 23.04.2016	\$ 438.49
54	Powerwater	64600717	201529310 -24.01.2016 - 23.04.2016	\$ 324.28
54	Powerwater	64600714	201519010 -24.01.2016 - 23.04.2016	\$ 342.64
54	Powerwater	64600722	206646410 -24.01.2016 - 23.04.2016	\$ 672.32
54	Powerwater	64576454	206795510 -19.03.2016 - 15.04.2016	\$ 71.43
54	Powerwater	64576124	204433710 -01.04.2016 - 30.06.2016	\$ 226.24
54	Powerwater	64576496	3012303110 -01.04.2016 - 30.06.2016	\$ 2,394.54
54	Powerwater	64576501	3014563510 -01.04.2016 - 30.06.2016	\$ 2,668.68
V00328	Capital Security (NT) Pty Ltd	00002098	Security Services WE 1/5/2016	\$ 768.78
289	Bolinda Publishing Pty Ltd	0457615	library invoice 20273927	\$ 88.78
V00688	Control Track Pty Ltd	INV-0108	Expenses - Implementation 'Control Track'	\$ 1,304.98
V00078	BMD	008004405	TS2015/06 - Vary 54 - JMAC Accelerations	\$ 67,419.00
V00078	BMD	008004404	TS2015/06 - Vary 56 - Exeloo - Water	\$ 7,472.26
V00078	BMD	008004403	TS2015/06 - Vary 55 - Light tower 21/10-30/11/2015	\$ 4,567.20
V00078	BMD	008004402	TS2015/06 - Vary 53 - Aluminium plant room lids	\$ 16,500.00
V00078	BMD	008004401	TS2015/06 - Vary 14 - Additional irrigation	\$ 15,928.68

Creditor No.	Creditor Name	Invoice Number	Invoice Description	Amount
V00627	Peter Clark	CAT TRAP DEPOSIT REFUND R131637	Cat Trap Deposit Refund R131637	\$ 103.00
V00763	Omanisa Ross	GRAY HALL DEPOSIT REFUND R135600	Gray Hall Deposit Refund R135600	\$ 125.00
V00762	Irene Moffatt	RATE REFUND A110157 (R5779)	Rate Refund A110157 (R5779)	\$ 417.43
V00761	Carlos Ka Hung Tham	RATE REFUND A113324 (R5778)	Rate Refund A113324 (R5778)	\$ 231.90
5104	JLM Civil Works Pty Ltd	00005063	Seating - Capital works	\$ 11,160.66
V00688	Control Track Pty Ltd	INV 0107	ControlTrack system - 7 April 16 to 6 April 2017	\$ 5,698.00
V00760	Bellakay	04	57 food vouchers - Citra Festival	\$ 712.50
V00759	Sumatra Cafe	10	59 food & 148 drink vouchers - Citra Festival	\$ 1,107.50
V00758	Islamic Society of Darwin	02	27 x food voucher - Citra Festival	\$ 337.50
5104	JLM Civil Works Pty Ltd	00005178	Tree Maintenance - Allamur Park	\$ 384.12
V00743	Merlo Group (NT) Pty Ltd T/as Autocrash Express	2545	Excess - JLT1865 Rego CA18AN	\$ 850.00
V00764	Selina Bennett	DEPOSIT REFUND - R133574	Barking Collar Deposit Refund - R133574	\$ 50.00
2742	Neighbourhood Watch NT Inc	GOYDER SQ DEPOSIT REFUND R#135124	Goyder Sq Deposit Refund R#135124	\$ 390.00
932	Mr I Abbott	18 MAY 2016	Allowance to 18 May 2016	\$ 4,124.27
4966	Mr P Bunker	18 MAY 2016	Allowance to 18 May 2016	\$ 802.09
4237	Ms S M McKinnon	18 MAY 2016	Allowance to 18 May 2016	\$ 627.09
1809	Alderman G A Carter	18 MAY 2016	Allowance to 18 May 2016	\$ 802.09
5552	S J Shutt	18 MAY 2016	Allowance to 18 May 2016	\$ 1,422.16
4967	Mr A N Byrne	18 MAY 2016	Allowance to 18 May 2016	\$ 802.09
V00599	Ashina Pascoe-Bell	18 MAY 2016	Allowance to 18 May 2016	\$ 802.09
5104	JLM Civil Works Pty Ltd	00005197	TS2012/06/01 - variation to collect litter twice	\$ 3,902.75
3705	Hungry Hearts	4333	Catering - Joint Venture - 26April16 - DCCS	\$ 245.00
3099	Iron Mountain Australia Pty Ltd	569224-AT1	Records Management - April 2016	\$ 1,391.38
V00747	Indie Road Duo	230416	Entertainment - 2015 Pa merston Carols	\$ 300.00
639	Cleanaway Pty Ltd.	15556547	Tip Recharge - NOV 2015	\$ 872.57
639	Cleanaway Pty Ltd.	15553706	Tip Recharge OCT 2015	\$ 567.60
201	Spotless Facility Services Pty Ltd (T/A Ensign)	250626	Mayor Robes Dry Cleaning	\$ 42.35
5104	JLM Civil Works Pty Ltd	00005227	Remove graffiti from rotunda and red playground	\$ 342.08
5104	JLM Civil Works Pty Ltd	00005228	Replace eye piece on Playground at Tracey Park	\$ 145.75
5104	JLM Civil Works Pty Ltd	00005229	Replace 6 handgrips on exercise equipment	\$ 211.75
5104	JLM Civil Works Pty Ltd	00005226	Remove graffiti from BBQ and Bench at Tiverton	\$ 110.00
5104	JLM Civil Works Pty Ltd	00005225	Remove graffiti from playground at Gordon Stott 3	\$ 208.45
5104	JLM Civil Works Pty Ltd	00005224	Drill 4mm drainage holes and install 40 12mm	\$ 165.00
5104	JLM Civil Works Pty Ltd	00005223	Remove graffiti from seat and play equipment	\$ 110.00
5104	JLM Civil Works Pty Ltd	00005222	Reattach swing and close off 5 hooks at Tiverton	\$ 79.75
5104	JLM Civil Works Pty Ltd	00005221	Replace broken clip on Infant swing at Wood Park	\$ 79.75
5104	JLM Civil Works Pty Ltd	00005220	Remove brick and lump of wood from playground	\$ 55.00
5104	JLM Civil Works Pty Ltd	00005219	Replace and install basketball net at Widdup Park	\$ 110.00
V00443	Top End Hydraulic Services P/L T/A Forecast Marine	2393	Truck service 30 000 k Rego CA50XT	\$ 627.25
2238	Hollands Print Solutions Pty Ltd	00031011	Palmerston Dog Owner Guide Printing	\$ 1,451.00
V00166	Diamond International Events T/A Trina's Catering	1516182	Catering - Elected Member Workshop - 21 April 2016	\$ 259.60
V00166	Diamond International Events T/A Trina's Catering	1516181	Catering - Council Meetings 2016	\$ 220.00
5104	JLM Civil Works Pty Ltd	00005214	Please remove dead dog on verge	\$ 89.12

Creditor No.	Creditor Name	Invoice Number	Invoice Description	Amount
5104	JLM Civil Works Pty Ltd	00005215	Remove vegetation from Lake 10 after harvesting -	\$ 1,799.03
277	City Wreckers	00011597	Towing Maroon/Daewoo/Sedan/NT-701954	\$ 110.00
272	City Wreckers	00011596	Towing and Storage of Grey/Mitsubishi/NT923783	\$ 110.00
V00682	Leigh Dyson Plumbing	20160426C	Gray Community hall Broken water main	\$ 422.50
2161	GI-D Pty Ltd	2178804	Provide: Detailed design and Landfill Gas	\$ 3,289.44
2587	Top End RACE	00035151	Training room aircon not working - investigate	\$ 107.80
4029	Totally Workwear Palmerston	100032115	Work Pants for Kelli Clark	\$ 216.00
5104	JLM Civil Works Pty Ltd	00005207	Remove graffiti from 60KM sign	\$ 35.18
5104	JLM Civil Works Pty Ltd	00005218	Remove dead cat from the front of Sacreo Heart	\$ 89.12
5104	JLM Civil Works Pty Ltd	00005209	Attend Pretty Park trip hazard issue - footpath	\$ 79.75
5104	JLM Civil Works Pty Ltd	00005211	Replace 2.04 sq.m footpath	\$ 2,724.22
5104	JLM Civil Works Pty Ltd	00005210	Replace 3.4 sq.m footpath in front of 21 Davoren	\$ 3,149.08
5104	JLM Civil Works Pty Ltd	00005212	Asphalt patch trip hazard in front of 27 Davoren	\$ 1,219.68
5104	JLM Civil Works Pty Ltd	00005213	Replace 12 sq.m driveway in front of 43 McGuire	\$ 5,385.42
938	Nightcliff Electrical	2169	Park Lights Various areas	\$ 3,384.90
2977	Security & Technology Services P/L	103163	Security CoP Building Maintenance - May 2016	\$ 500.50
394	Civica Pty Limited	C/LG004834	Authority DR Services JUNE 2016	\$ 3,420.26
3879	Utchfield Council	2741	Information Services 26/04/2016	\$ 1,304.30
4029	Totally Workwear Palmerston	100032193	Order PD109456	\$ 147.60
2977	Security & Technology Services P/L	103128	Duress Alarm program - library - 14/4/16	\$ 187.00
2977	Security & Technology Services P/L	103126	Security sensor - Aquatic Centre - 18/4/16	\$ 228.20
2977	Security & Technology Services P/L	103158	Faulty reed switches - Aquatic Centre 18/4/16	\$ 214.39
5122	NT Electrical Group	00006563	Goyder Square - Palmo Markets- standby electrician	\$ 880.00
3569	NT Build	4960	TS2016/01 - The Blvd - Stage 2	\$ 3,178.00
35	Staples Australia Pty Limited	9017891861	Project drawing folders	\$ 133.25
V00026	Coates Hire Operations	14771326	TS2016-01 - Boulevard Stg 2 - VMB's for Rd closure	\$ 3,688.02
5104	JLM Civil Works Pty Ltd	00005208	1 Taylor Crescent supply & plant:12 x 25L	\$ 385.00
2238	Holland's Print Solutions Pty Ltd	00031012	Corporate Stationery - window faced envelopes	\$ 935.00
938	Nightcliff Electrical	2118	Repair park lights as per the audit report.	\$ 11,767.80
87	Industrial Power Sweeping Services Pty	00010794	Carry Out TS2015/02 for the month of April 2016.	\$ 19,961.29
4737	D & L Plumbing & Gasfitting	6338	Library Grease Traps	\$ 307.50
26	Viva Energy Australia Ltd	1600825602	Shell Cards - COP Vehicles - April 2016	\$ 5,799.04
289	Bolinda Publishing Pty Ltd	0459119	Library stock Web Order 20273927	\$ 133.66
280	Bolinda Publishing Pty Ltd	0459120	Library WWW O/No:20279618	\$ 88.84
4336	Wavesound Pty Ltd	105094	Library 100000668	\$ 155.10
5356	Famtit NT	INV-0013	Activate Classes - 3/5, 6/5 & 7/5/2016	\$ 300.00
938	Nightcliff Electrical	2215	Check and test the powerpoints in Goyder Square.	\$ 140.25
5216	Blue Cycles Palmerston	I-2046	Supplier payment Activate	\$ 450.00
54	Powerwater	P1000829	FORTNIGHT 2016-23 - From Payroll	\$ 615.00
3514	NT Automotive Group I/A Darwin Mitsubishi	425660	Mitsubishi 75000km Service	\$ 1,472.00
5727	Melaleuca Refugee Centre	GRANT - 2016	Support for World Refugee Day event - 2016	\$ 7,500.00
V00656	George & Jeanette Brixey	REFUND X2 ACTIVATE 2016	Refund x2 Activate 2016	\$ 40.00
35	Staples Australia Pty Limited	9017730243	Office of the CEO & Mayor Stationery	\$ 75.15

Creditor No.	Creditor Name	Invoice Number	Invoice Description	Amount
V00328	Capital Security (NT) Pty Ltd	00002083	Security Services - Library - week ending 24/4/16	\$ 374.88
V00328	Capital Security (NT) Pty Ltd	00002106	Security Services - Library	\$ 201.88
1029	Totally Workwear Palmerston	100032213	Uniform Order - 15/02/2016	\$ 113.80
1871	Reface Industries	26940	Library Reface order - 26/04/2016	\$ 891.85
2	Australian Taxation Office - GST, PAYG	PAYG WL 15052016	PAYG WE 15052016	\$ 63,982.00
V00770	Australian Taxation Office - FBT	FBT 2015-2016	FBT 2015-2016	\$ 12,601.94
1502	Figleaf Pool Products	391210	GSR- Commercial Vacuum unit for removal of sand	\$ 343.00
5104	JLM Civil Works Pty Ltd	00004866	Pavement Buscall Avenue	\$ 1,660.08
V00720	The Burning Circus	TBC30	Activity Provider National Families Week - 15/5/16	\$ 500.00
4007	Ark Animal Hospital Pty Ltd	38728	Euthanasia #7876 & 7778	\$ 172.00
943	Territory Asset Management Services	00000854	installation of traffic count at Belyuen, Owsten	\$ 990.00
3829	Fairy Jill's Enchanted Entertainment	197	Entertainment - National Families Week - 15/5/16	\$ 2,000.00
4007	Ark Animal Hospital Pty Ltd	99452	Euthanasia #7885	\$ 86.00
4007	Ark Animal Hospital Pty Ltd	99534	Euthanasia #7887	\$ 86.00
3787	Total Event Services T/A Top End Sounds P/L	15108	Pavillon Hire National Families Week - 15/5/16	\$ 3,597.00
399	St John Ambulance (NT) Incorporated	589498	Citra Indonesia 7/5/2015	\$ 100.00
V00766	Borneo Intersection	07	2 x food vouchers - Citra Festival 2016	\$ 25.00
V00745	Kiwan's Club of Palmerston & Rural	11/05/2016	Brckkie in the Park Breakfast - 1st May 16	\$ 500.00
289	Bolinda Publishing Pty Ltd	0456782	Library order no. 20267777	\$ 102.81
5071	Jobfit Health Group Pty Ltd	1610023525	Flu Vaccinations 2016	\$ 679.20
2199	SBA Office National	DBI-32323	Custom make Reliable Workstation	\$ 638.00
47	Telstra Corporation Ltd	4124899901	0675506800 - MS Exchange - 9 May 2016	\$ 913.35
4065	Southern Cross Protection Pty Ltd	796875	Alarm response call outs - 1,2,5,7,8 May 2016	\$ 437.16
4007	Ark Animal Hospital Pty Ltd	99537	Euthanasia #7791 & 7794	\$ 172.00
V00377	Audio Technology NT Pty Ltd	13983	National Families Week - Circus Wksp - Head Set	\$ 137.50
V00334	Zumba with Adrijana	1 - 2016	Activate Program - x 4 fortnightly invoices	\$ 684.00
5568	Mr E F Gojar	REIMBURSEMENT - JUNE 2016	Reimbursement home internet - to 26 June 2016	\$ 94.90
4946	Melva's Conveyancing Services	R5786	R5786 - refund assess # 102039	\$ 210.34
V00765	Picture Framing Darwin	519	Frame Scroll for FOL	\$ 340.00
3880	PAWS Darwin Limited	00000071	Pound Maintenance Contract - July 15 to June 2016	\$ 7,202.25
5104	JLM Civil Works Pty Ltd	00005187	Stormwater Rosebery	\$ 175.91
5508	Open Systems Technology Pty Ltd (OST)	51003307	NAV Professional Services April 2016	\$ 107.25
4065	Southern Cross Protection Pty Ltd	798211	Alarm response callout 11, 13 May 2016	\$ 145.04
5356	Famfit NT	INV-0015	Activate classes - 9, 10, 13, 14 May 2016	\$ 400.00
4538	Byrne Design & Drafting	INVD0543	TS2016-01 - Boulevard Stg 2 -Supers Representative	\$ 14,165.25
5071	Jobfit Health Group Pty Ltd	1610023072	Pre-Employment Medical Maintenance Officer	\$ 449.90
5104	JLM Civil Works Pty Ltd	00005205	Replace post for Hazard marker in front of 8 Emery	\$ 58.64
5104	JLM Civil Works Pty Ltd	00005206	Reinstate KL sign at Intersection of Duwuri	\$ 492.57
2587	Top End RACE	00035207	Bi-Monthly maintenance for Gray Comm Hall	\$ 198.00
2587	Top End RACE	00035204	Monthly maintenance for Library air con	\$ 484.00
943	Territory Asset Management Services	00000859	Install traffic count at Victoria Drive, Gray	\$ 330.00
V00482	ALCOM	21183912	Redesign of water tower lighting - Claim 1	\$ 3,520.00
2915	Territory Uniforms	16-00001827	Finance & Customer Service Uniforms	\$ 238.47

Creditor No.	Creditor Name	Invoice Number	Invoice Description	Amount
V00299	CPAC Salary Solutions Pty Ltd	172800-190516	Salary Packaging - Pay 23 (F/L 15/5/2016)	\$ 779.37
V00772	Top End Orienteers Inc	GRANT	Community Benefits Scheme - Grant - 2016	\$ 1,500.00
V00773	Akron Group - George Vordohilas	RECEIPT 13633/- REFUND KEY DEPOSIT	Receipt 13633/- Refund key deposit bond	\$ 60.00
4320	Elton Consulting	14577	Update Palmerston City Centre Master Plan 2016	\$ 4,400.00
18	Integrated Land Information System	11078000033340	Land Search - 6/4/2016	\$ 27.40
V00265	Gerard Rosse	REIMBURSE - MAY 2016	Reimburse for taxi fares - PIA conf - May 2016	\$ 299.26
V00351	Charles Darwin University	104283	CDU Short Course - Effective Business Writing	\$ 880.00
V00718	Mark Cundall Earthmoving Pty Ltd	00006619	TS2016-01 - Boulevard Stage 2 - Construction	\$ 224,592.91
253	Territory FM 104.1 Darwin - CDJ	4070-1	PO109583 Indonesian Festival Radio Advertising	\$ 825.00
4029	Totally Workwear Palmerston	100032241	Uniforms for Mackay Smith Quote No: 1844	\$ 770.00
173	Initial Hygiene	95589877	Hygiene Services - JUNE 2016	\$ 725.45
V00740	Parmalat Australia Pty Ltd	212213993	Brekkie in the Park - 1st May - Milk	\$ 122.64
4528	Miranda's Armed Security Officers Pty	PCC1026	Cash Collection - April 2016	\$ 514.80
274	CSG Business Solutions (NT) Pty Ltd	INVU0116/08	Canon Copier#JBA02400-1000046738: April 2016	\$ 2,064.83
4679	iSentia Pty Ltd	MN0636223	PO108582 iSentia Media Monitoring May 2016	\$ 764.93
4619	Darwin Office Technology P/L	SA00271524	Toshiba Copier Readings - March/Apr 2016	\$ 241.00
4619	Darwin Office Technology P/L	SA00271523	Toshiba Copier Readings - March/Apr 2016	\$ 86.11
4619	Darwin Office Technology P/L	SA00271522	Toshiba Copier Readings - March/Apr 2016	\$ 418.55
4619	Darwin Office Technology P/L	SA00271525	Toshiba Copier Readings - Mar/Apr 2016	\$ 325.56
5104	JLM Civil Works Pty Ltd	00005243	Remove graffiti from flying fox, 2 benches, Pretty	\$ 142.89
5104	JLM Civil Works Pty Ltd	00005242	Tiverton Park play equipment	\$ 137.50
5104	JLM Civil Works Pty Ltd	00005241	Remove graffiti from playground, Gordon St	\$ 263.84
5104	JLM Civil Works Pty Ltd	00005240	Clean up fallen branch at Gordon Stall 2	\$ 380.55
5104	JLM Civil Works Pty Ltd	00005239	Clean up fallen branches at Gordon Stall 1	\$ 340.12
1607	Sterling NT Pty Ltd	00045339	Undertake TS2013-08 Month of April Area 4	\$ 16,225.35
3683	Area9 IT Solutions	SIN38904	Service Agreement - Managed IT Services	\$ 18,005.78
2965	KIK FM Pty Ltd	09008837	PO109263 The Scoop 2016 May x 2 episodes	\$ 1,320.00
5104	JLM Civil Works Pty Ltd	00005238	President Park - repairs to damaged platforms	\$ 841.50
V00099	Palmerston Lions	03	Garage Sale Trail support - 24 Oct 2015	\$ 400.00
1581	NT Broadcasters Pty Ltd	155-329-MIX-0000	PO109608 FlicNics 2016 Radio Advertising MIX	\$ 413.60
1581	NT Broadcasters Pty Ltd	155-328-MIX-0000	PO109600 Indonesian Festival Advertising - MIX	\$ 193.60
1581	NT Broadcasters Pty Ltd	155-314-MIX-0000	PO109426 Freedom of Entry Radio Advertising	\$ 1,221.00
22	Norsign Pty Ltd	333774	Manufacture and stick stickers for CDP	\$ 589.05
5104	JLM Civil Works Pty Ltd	00005232	Works for disability access as per Table	\$ 7,711.14
5104	JLM Civil Works Pty Ltd	00005249	Remove graffiti, hornets nest and reattached	\$ 159.50
5104	JLM Civil Works Pty Ltd	00005247	Remove handrail, take to the fabricator and weld	\$ 245.85
5533	Custom Av Pty Ltd	00358998	Monthly Fire Indication Panel Test for April Depot	\$ 28.74
5533	Custom Av Pty Ltd	00358997	Gray Community Hall-Monthly Fire Indication April	\$ 28.74
5533	Custom Av Pty Ltd	00358996	Monthly Fire Indication Panel Test April Aquatic	\$ 109.90
2977	Security & Technology Services P/L	103307	Provision 2 casual night patrols 12/4/16	\$ 98.67
5104	JLM Civil Works Pty Ltd	00005253	Place air freshners at the ceilings Civic Centre	\$ 205.13
5104	JLM Civil Works Pty Ltd	00005252	Repair karate side fire exit door at aquatic centre	\$ 110.00
5104	JLM Civil Works Pty Ltd	00005250	Repair the disable toilet door with new Civic	\$ 185.35

Creditor No.	Creditor Name	Invoice Number	Invoice Description	Amount
5104	JLM Civil Works Pty Ltd	00005248	Provide 2x labour and 1x ute for 3hrs	\$ 661.44
V00026	Coates Hire Operations	14788822	TS2016-01 - Boulevard Stg 2 - VMD's for Rd closure	\$ 618.01
1607	Sterling NT Pty Ltd	00045338	Undertake TS2013-06 Month of April Area 2	\$ 24,394.83
V00377	Audio Technology NT Pty Ltd	13978	Citra Indonesia	\$ 5,329.50
V00368	iWater NT	142	Repairs to various pump sites. D'ngo fountain,	\$ 690.80
5104	JLM Civil Works Pty Ltd	00005237	Trolley's stored, released 6/5/16	\$ 1,386.00
5104	JLM Civil Works Pty Ltd	00005236	Trolleys Survey & Collection 11/4/16 & 25/4/16	\$ 543.40
1170	Territory Debt Collectors (TDC NT P/L)	00023407	Letters of Demand + postage x 537	\$ 5,262.60
V00582	Ezko Property Services (Aust) Pty Ltd	00040633	Cleaning Council Buildings - April 2016	\$ 10,337.80
798	YMCA of the Top End Inc	6070	Pool hire/Venue Hire - YMCA - Pool Party 2016	\$ 545.00
V00582	Ezko Property Services (Aust) Pty Ltd	00040737	Gray Hall - Cooktop/Oven Cleaning	\$ 40.70
798	YMCA of the Top End Inc	6074	CS2004 01: Operational Subsidy 17/10/15..30/06/16	\$ 32,361.32
798	YMCA of the Top End Inc	6073	Rental Income Subsidy 2015/2016	\$ 5,798.45
5104	JLM Civil Works Pty Ltd	00005234	install new KL sign in front of 69 Emery Avenue	\$ 492.57
4963	Centrated Systems Pty Ltd	INV-3097	Resolve issues with controller modems at Lake 10,	\$ 264.00
4561	Bondesigns	3407	IS2016/01 - More Direction signage	\$ 434.50
5104	JLM Civil Works Pty Ltd	00005244	Reinstate 1 SEP lid right side of d'way	\$ 117.28
5104	JLM Civil Works Pty Ltd	00005245	Straighten the road to recovery sign at Georgina	\$ 52.78
5104	JLM Civil Works Pty Ltd	00005251	Replace the siceboard @ Aquatic Centre	\$ 932.14
5104	JLM Civil Works Pty Ltd	00005254	Install 3x toilet signs in Goyder Square,	\$ 949.95
3428	Bunnings Group Limited	2315/00261344	Bunnings - Materials for Citra Festival	\$ 199.46
5533	Custom Av Pty Ltd	00359093	Monthly Fire Indication Panel Test April Rec Cnt	\$ 202.87
5533	Custom Av Pty Ltd	00359111	Attend alarm on 21.4.2016 Rec Cnt	\$ 166.38
5533	Custom Av Pty Ltd	00359097	Monthly Fire Indication Panel Test April Civic Cnt	\$ 185.83
3428	Bunnings Group Limited	2315/00261912	Bunnings - Materials for Citra Festival	\$ 191.64
5104	JLM Civil Works Pty Ltd	00005260	Kerb CBD	\$ 3,941.03
5104	JLM Civil Works Pty Ltd	00005259	Pathway CBD	\$ 2,601.57
5104	JLM Civil Works Pty Ltd	00005258	Pathway Moulden	\$ 1,135.72
846	Nationwide News NT Division	41403162	Advertising - April 2016	\$ 17,344.88
V00075	Mercury Group of Companies Pty Ltd (t/A H2Work)	1305015	Employee Police Checks April 2016	\$ 121.77
5104	JLM Civil Works Pty Ltd	00005257	Zuccoli 44 Dragonfly Cres Lot 13247 Driveway	\$ 623.14
185	Bridge Toyota	JC2421434	30,000km service for vehicle rego CB63UL	\$ 938.53
777	City Wreckers	00011646	Towing and Storage of White/Ford/Ute/NT-794948	\$ 110.00
5104	JLM Civil Works Pty Ltd	00005246	Vandalism Durack	\$ 129.01
V00295	Jacana Energy	64518509	1017011910 -10.03.2016 - 06.04.2016	\$ 332.88
V00295	Jacana Energy	64620176	1011518711 -01.04.2016 - 30.04.2016	\$ 958.81
V00295	Jacana Energy	64563154	1015105310 -19.03.2016 - 15.04.2016	\$ 560.83
V00295	Jacana Energy	64573698	1014518010 -19.03.2016 - 15.04.2016	\$ 41.03
V00295	Jacana Energy	64574615	106190610 -22.03.2016 - 18.04.2016	\$ 22.31
V00295	Jacana Energy	64626995	1010962110 -01.04.2016 - 30.04.2016	\$ 843.82
V00295	Jacana Energy	64583113	106128010 -21.01.2016 - 19.04.2016	\$ 153.98
V00295	Jacana Energy	64563146	1014110110 -19.03.2016 - 15.04.2016	\$ 1,453.32
V00295	Jacana Energy	64518636	107710210 -10.03.2016 - 06.04.2016	\$ 207.16

Creditor No.	Creditor Name	Invoice Number	Invoice Description	Amount
V00295	Jacana Energy	64574668	106367310 -19.03.2016 - 15.04.2016	\$ 23.79
V00295	Jacana Energy	64573244	1010817310 -19.03.2016 - 15.04.2016	\$ 135.81
V00295	Jacana Energy	64574671	106382310 -22.03.2016 - 18.04.2016	\$ 23.79
V00295	Jacana Energy	64574555	105742210 -19.03.2016 - 15.04.2016	\$ 34.79
V00295	Jacana Energy	64563107	1014518410 -19.03.2016 - 15.04.2016	\$ 123.06
V00295	Jacana Energy	64563103	1014517910 -19.03.2016 - 15.04.2016	\$ 84.42
V00295	Jacana Energy	64574703	106690411 -19.03.2016 - 15.04.2016	\$ 948.38
V00295	Jacana Energy	64573675	1014111110 -19.03.2016 - 15.04.2016	\$ 115.63
V00295	Jacana Energy	64573245	1010817411 -19.03.2016 - 15.04.2016	\$ 22.01
V00295	Jacana Energy	64573258	1010866212 -19.03.2016 - 15.04.2016	\$ 22.01
V00295	Jacana Energy	64562882	106143211 -19.03.2016 - 15.04.2016	\$ 55.30
V00295	Jacana Energy	64574298	102914811 -22.03.2016 - 18.04.2016	\$ 36.87
V00295	Jacana Energy	64573674	1014110010 -19.03.2016 - 15.04.2016	\$ 159.61
V00295	Jacana Energy	64573672	1014109710 -19.03.2016 - 15.04.2016	\$ 310.29
V00295	Jacana Energy	64574381	103579111 -22.03.2016 - 18.04.2016	\$ 46.68
V00295	Jacana Energy	64618194	1013979610 -01.04.2016 - 30.04.2016	\$ 688.97
V00295	Jacana Energy	64574425	104178910 -22.03.2016 - 18.04.2016	\$ 23.20
V00295	Jacana Energy	64518580	105650710 -09.03.2016 - 06.04.2016	\$ 26.66
V00295	Jacana Energy	64518581	106225010 -10.03.2016 - 06.04.2016	\$ 22.01
V00295	Jacana Energy	64574610	106188310 -22.03.2016 - 18.04.2016	\$ 27.01
V00295	Jacana Energy	64563193	106399910 -22.03.2016 - 18.04.2016	\$ 76.69
V00295	Jacana Energy	64574673	106414410 -19.03.2016 - 15.04.2016	\$ 22.01
V00295	Jacana Energy	64574656	106317110 -22.03.2016 - 18.04.2016	\$ 22.01
V00295	Jacana Energy	64573273	1010931710 -19.03.2016 - 15.04.2016	\$ 35.68
V00295	Jacana Energy	64574383	103558210 -24.03.2016 - 15.04.2016	\$ 55.22
V00295	Jacana Energy	64573265	1010884410 -22.03.2016 - 18.04.2016	\$ 22.01
V00295	Jacana Energy	64573673	1014109910 -19.03.2016 - 15.04.2016	\$ 22.01
V00295	Jacana Energy	64563049	1014109810 -19.03.2016 - 15.04.2016	\$ 56.19
V00295	Jacana Energy	64563054	1014109610 -19.03.2016 - 15.04.2016	\$ 306.43
V00295	Jacana Energy	64574339	103115310 -22.03.2016 - 18.04.2016	\$ 57.09
V00295	Jacana Energy	64572302	103315510 -21.10.2016 - 19.04.2016	\$ 424.72
V00295	Jacana Energy	64630393	106775610 -30.01.2016 - 28.04.2016	\$ 130.79
V00295	Jacana Energy	64518478	1014457810 -09.03.2016 - 06.04.2016	\$ 108.40
V00295	Jacana Energy	64518035	107710110 -10.03.2016 - 04.10.2016	\$ 22.01
V00295	Jacana Energy	64562930	106365710 -19.03.2016 - 15.04.2016	\$ 60.63
V00295	Jacana Energy	64574723	106755510 -19.03.2016 - 15.04.2016	\$ 76.17
V00295	Jacana Energy	64574713	106720411 -19.03.2016 - 15.04.2016	\$ 22.01
V00295	Jacana Energy	64573268	1010921910 -19.03.2016 - 15.04.2016	\$ 22.01
V00295	Jacana Energy	64562925	1011630810 -19.03.2016 - 18.04.2016	\$ 79.35
V00295	Jacana Energy	64575119	109001210 -19.03.2016 - 15.04.2016	\$ 230.05
V00295	Jacana Energy	64575118	109001110 -19.03.2016 - 15.04.2016	\$ 74.02
V00295	Jacana Energy	64574445	104433510 -19.03.2016 - 15.04.2016	\$ 22.01
V00295	Jacana Energy	64546866	107722111 -13.03.2016 - 13.04.2016	\$ 489.30

Creditor No.	Creditor Name	Invoice Number	Invoice Description	Amount
V00295	Jacana Energy	64618048	109005410 -01.04.2016 - 30.04.2016	\$ 7,805.55
V00295	Jacana Energy	64562875	104426110 -22.03.2016 - 18.04.2016	\$ 271.36
V00295	Jacana Energy	64527508	102810210 -25.03.2016 - 13.04.2016	\$ 1,004.65
V00328	Capital Security (NT) Pty Ltd	00002115	CAPITAL Security W/E- 15/05/2016	\$ 339.52
3829	Fairy Jill's Enchanted Entertainment	212	Library 10yr celebration invoice - 212	\$ 250.00
V00295	Jacana Energy	64626904	1011831010 -01.04.2016 - 30.04.2016	\$ 11,992.63
4336	Wavesound Pty Ltd	105404	Web order 10C000661	\$ 54.45
3545	Amalgamated Pest Control Pty Ltd	1510330058	Temple Terrace provide soil injection 93 st trees	\$ 2,860.00
V00769	City Desktop Training	11352976	Training Course - ADOBE Premiere/After Effects	\$ 2,744.50
4336	Wavesound Pty Ltd	104810	Library order number 100000661	\$ 108.90
54	Powerwater	64709812	2012020510 -13.04.2016 - 12.05.2016	\$ 516.46
54	Powerwater	64672282	2012299510 -07.04.2016 - 06.05.2016	\$ 202.20
54	Powerwater	64670996	2014117610 -07.04.2016 - 06.05.2016	\$ 779.54
54	Powerwater	64712868	2011848310 -07.04.2016 - 06.05.2016	\$ 290.08
54	Powerwater	64712874	2012299610 -07.04.2016 - 06.05.2016	\$ 891.14
639	Cleanaway Pty Ltd.	15564054	TS2014/01 - Driver Res Centre - March 2016	\$ 35.72
5526	Wallbridge & Gilbert	INV-0693	Additional works requested	\$ 3,300.00
4816	CS Services NT	00004581	TS2011/03 - Operational and Lip recharge APRIL 2016	\$ 163,553.07
639	Cleanaway Pty Ltd.	15568953	Depot - April 2016	\$ 183.04
639	Cleanaway Pty Ltd.	15568915	Woodroffe Primary School - April 2016	\$ 11.88
549	City of Darwin	93297	Operational charges for City of Darwin Shoal Bay	\$ 40,360.98
639	Cleanaway Pty Ltd.	15566271	TS2014/01 - Operational charges - Library Apr 2016	\$ 85.97
639	Cleanaway Pty Ltd.	15566284	TS2014/01 - Operational charges - Gray Apr 2016	\$ 12.96
639	Cleanaway Pty Ltd.	15566288	TS2014/01 - Operational charges - Pound Apr 2016	\$ 11.52
639	Cleanaway Pty Ltd.	15566281	TS2014/01 - Driver Resource Centre April 2016	\$ 30.88
639	Cleanaway Pty Ltd.	15568483	TS2014/01 - Tenements April 2016	\$ 197,686.22
639	Cleanaway Pty Ltd.	15566277	TS2014/01 - Operational charges Civic Centre Apr 2016	\$ 90.42
5104	JLM Civil Works Pty Ltd	00005231	TS2012/07 - bin collection - March 2016	\$ 14,341.09
5104	JLM Civil Works Pty Ltd	00005233	TS2012/07 - bin collection - April 2016	\$ 14,341.09
5104	JLM Civil Works Pty Ltd	00005230	Collect dumped items on the track to the BMX club	\$ 414.15
5071	Jobfit Health Group Pty Ltd	J1610025701	Pre- Employment Medical	\$ 187.00
4856	Portner Press Pty Ltd	116764179	Employment Law Update 3 2016	\$ 97.00
V00476	Water Dynamics (NT) Pty Limited	5L121004746	Irrigation parts consumed for month Mar 16	\$ 2,244.52
47	Telstra Corporation Ltd	8852316017	903268700 - Mainline/mobile account - April 2016	\$ 5,707.27
V00334	Zumba with Adrijana	1 - 24 MAY 2016	Activate Program - 16, 18, 23, 25/5/2016	\$ 684.00
54	Powerwater	64728852	203115311 -19.08.2015 - 15.09.2015	\$ 22.30
54	Powerwater	64728854	203115311 -16.10.2015 - 16.11.2015	\$ 25.49
54	Powerwater	64728853	203115311 -17.11.2015 - 17.12.2015	\$ 24.69
54	Powerwater	64728856	203115311 -18.12.2015 - 14.01.2016	\$ 22.39
54	Powerwater	64728857	203115311 -15.01.2016 - 18.02.2016	\$ 36.26
54	Powerwater	24728858	203115311 -19.02.2016 - 21.03.2016	\$ 25.69
54	Powerwater	64728859	203115311 -23.03.2016 - 18.04.2016	\$ 22.48
54	Powerwater	64728860	203115311 -19.04.2016 - 16.05.2016	\$ 22.48

Creditor No.	Creditor Name	Invoice Number	Invoice Description	Amount
54	Powerwater	64728851	203115311 -23.07.2015 - 18.08.2015	\$ 21.51
54	Powerwater	64728853	203115311 -16.09.2015 - 15.10.2015	\$ 23.90
54	Powerwater	64729148	206399910 -19.04.2016 - 16.05.2016	\$ 870.83
54	Powerwater	64728962	206382310 -19.04.2016 - 16.05.2016	\$ 1,660.08
54	Powerwater	64729116	206233510 -16.04.2016 - 16.05.2016	\$ 155.41
54	Powerwater	64730114	201208010 -18.02.2016 - 16.05.2016	\$ 1,355.60
54	Powerwater	64720635	2016374810 -11.02.2016 - 09.05.2016	\$ 3,150.60
54	Powerwater	64721562	2013177111 -09.02.2016 - 12.05.2016	\$ 1,427.01
54	Powerwater	64729102	2013921810 -16.04.2016 - 16.05.2016	\$ 209.48
54	Powerwater	64720741	206021310 -13.02.2016 - 13.05.2016	\$ 2,750.66
54	Powerwater	64729039	207029610 -16.04.2016 - 16.05.2016	\$ 640.00
54	Powerwater	64729561	206453410 -17.02.2016 - 16.05.2016	\$ 131.86
54	Powerwater	64729269	206237910 -16.04.2016 - 16.05.2016	\$ 1,573.84
54	Powerwater	64729138	206301310 -16.04.2016 - 16.05.2016	\$ 490.91
54	Powerwater	64713055	205522910 -07.04.2016 - 06.05.2016	\$ 24.09
54	Powerwater	64712882	2014004010 -09.04.2016 - 06.05.2016	\$ 22.48
54	Powerwater	64683362	2010941110 -24.01.2016 - 23.04.2016	\$ 489.11
54	Powerwater	64676650	205440910 -03.02.2016 - 04.05.2016	\$ 1,114.69
54	Powerwater	64683361	2010845510 -24.01.2016 - 23.04.2016	\$ 73.06
54	Powerwater	64684045	205745910 -24.01.2016 - 23.04.2016	\$ 295.73
54	Powerwater	64683968	206245510 -24.01.2016 - 23.04.2016	\$ 1,202.76
54	Powerwater	64630756	206334110 -21.01.2016 - 19.04.2016	\$ 72.26
54	Powerwater	64683373	2011752411 -24.01.2016 - 23.04.2016	\$ 333.89
54	Powerwater	64700007	205696311 -15.02.2016 - 11.05.2016	\$ 645.85
54	Powerwater	64712958	202797611 -07.04.2016 - 06.05.2016	\$ 1,364.66
54	Powerwater	64683754	203241910 -24.01.2016 - 23.04.2016	\$ 83.26
54	Powerwater	64683647	201531510 -24.01.2016 - 23.04.2016	\$ 797.42
54	Powerwater	64683994	205490610 -24.01.2016 - 23.04.2016	\$ 285.10
54	Powerwater	64684024	205646610 -21.01.2016 - 21.04.2016	\$ 73.87
54	Powerwater	64630358	201513910 -22.01.2016 - 21.04.2016	\$ 305.93
54	Powerwater	64600697	201513610 -24.01.2016 - 23.04.2016	\$ 999.32
54	Powerwater	64711655	205406810 -04.02.2016 - 04.05.2016	\$ 336.14
54	Powerwater	64649734	205070810 -03.02.2016 - 03.05.2016	\$ 73.06
54	Powerwater	64684046	205774710 -24.01.2016 - 23.04.2016	\$ 291.65
54	Powerwater	64576393	205347110 -19.03.2016 - 15.04.2016	\$ 80.16
54	Powerwater	64712872	2011998911 -09.02.2016 - 06.05.2016	\$ 70.66
54	Powerwater	64713072	205590410 -07.04.2016 - 06.05.2016	\$ 170.93
54	Powerwater	64702783	206681310 -30.01.2016 - 28.04.2016	\$ 521.50
54	Powerwater	64684000	205523811 -21.01.2016 - 22.04.2016	\$ 74.67
54	Powerwater	64664317	205896910 -26.01.2016 - 05.05.2016	\$ 633.68
54	Powerwater	64683559	206190710 -24.01.2016 - 23.04.2016	\$ 291.65
54	Powerwater	64683960	206190810 -24.01.2016 - 23.04.2016	\$ 291.65
54	Powerwater	64684002	206527910 -24.01.2016 - 23.04.2016	\$ 295.50

Creditor No.	Creditor Name	Invoice Number	Invoice Description	Amount
54	Powerwater	64683379	2011827710 -24.01.2016 - 23.04.2016	\$ 448.09
54	Powerwater	64683948	206107510 -24.01.2016 - 23.04.2016	\$ 187.05
54	Powerwater	64683992	206457710 -24.01.2016 - 23.04.2016	\$ 73.06
54	Powerwater	64683656	201537010 -24.01.2016 - 23.04.2016	\$ 187.05
54	Powerwater	64683991	206456010 -24.01.2016 - 23.04.2016	\$ 73.06
54	Powerwater	64692217	203266110 -26.04.2016 - 22.04.2016	\$ 95.13
54	Powerwater	64684035	206086212 -24.01.2016 - 23.04.2016	\$ 1,458.67
54	Powerwater	64684004	206528010 -24.01.2016 - 23.04.2016	\$ 670.98
54	Powerwater	64713051	205691510 -07.04.2016 - 06.05.2016	\$ 1,678.72
54	Powerwater	64712955	202787910 -07.04.2016 - 06.05.2016	\$ 1,438.35
54	Powerwater	64683952	206144710 -24.01.2016 - 23.04.2016	\$ 286.84
54	Powerwater	64702737	206322710 -03.02.2016 - 03.05.2016	\$ 176.88
54	Powerwater	64712884	2014457910 -07.04.2016 - 06.05.2016	\$ 173.65
54	Powerwater	64712959	202798510 -07.04.2016 - 06.05.2016	\$ 124.89
54	Powerwater	64729199	2014563410 - 19.04.2016 - 16.05.2016	\$ 1,506.85
54	Powerwater	64729076	204426110 - 19.04.2016 - 16.05.2016	\$ 99.98
V00295	Jacana Energy	64672627	1016265810 -07.04.2016 - 06.05.2016	\$ 278.36
V00295	Jacana Energy	64682202	106700113 -12.02.2016 - 09.05.2016	\$ 368.17
V00295	Jacana Energy	64712455	102137110 -07.04.2016 - 06.05.2016	\$ 23.89
V00099	Palmerston Lions	13	Catering - Palmy Pool Party	\$ 350.00
4055	Southern Cross Protection Pty Ltd	700358	Security Patrols - Library (19th & 20th May, 2016)	\$ 143.00
V00476	Water Dynamics (NT) Pty Limited	SLI21005450 (185001-1000-5172)	Parks irrigation as required - APRIL 2016	\$ 108.61
V00476	Water Dynamics (NT) Pty Limited	SLI21005242 (185001-1001-1544)	Parks irrigation as required - APRIL 2016	\$ 425.38
V00476	Water Dynamics (NT) Pty Limited	SLI21005369 (185001-1000-5104)	Parks irrigation as required - APRIL 2016	\$ 22.55
V00476	Water Dynamics (NT) Pty Limited	SLI21005297 (185001-1000-5046)	Parks irrigation as required - APRIL 2016	\$ 33.11
V00476	Water Dynamics (NT) Pty Limited	SLI21005172 (185001-1000-4946)	Parks irrigation as required - APRIL 2016	\$ 436.88
V00476	Water Dynamics (NT) Pty Limited	SLI21005155 (185001-1000-4934)	Verges irrigation as required - APRIL 2016	\$ 35.49
V00476	Water Dynamics (NT) Pty Limited	SLI21005106 (185001-1000-4901)	Verges irrigation as required - APRIL 2016	\$ 7.13
V00476	Water Dynamics (NT) Pty Limited	SLI21005079 (185001-1000-4867)	Verges irrigation as required - APRIL 2016	\$ 11.77
V00476	Water Dynamics (NT) Pty Limited	SLI21005068 (185001-1000-4851)	Verges irrigation as required - APRIL 2016	\$ 18.00
V00476	Water Dynamics (NT) Pty Limited	SLI21005037 (185001-1000-4817)	Parks irrigation as required - APRIL 2016	\$ 135.48
V00476	Water Dynamics (NT) Pty Limited	SLI21004993 (185001-1000-4766)	Parks irrigation as required - APRIL 2016	\$ 49.80
V00476	Water Dynamics (NT) Pty Limited	SLI21004973 (185001-1000-4749)	Parks irrigation as required - APRIL 2016	\$ 180.73
V00476	Water Dynamics (NT) Pty Limited	SLI21004912 (185001-1000-4694)	Verges irrigation as required - APRIL 2016	\$ 113.30
V00476	Water Dynamics (NT) Pty Limited	SLI21004850 (185001-1000-4621)	Parks irrigation as required - APRIL 2016	\$ 1,094.48
V00124	Akolade Pty Ltd	0000429	Conference Registration - Akolade 2nd Annual Summit	\$ 1,758.90
V00384	Mrs Sue McAnnon	REIMBURSE - 4 & 19 MAY 2016	Reimbursement for Taxi Fares - 4 & 19 May 2016	\$ 31.65
V00328	Capital Security (NT) Pty Ltd	00002132	CAPITAL Security W/E - 22/05/2016	\$ 339.52
V00776	Andrew Olsen	DRIVEWAY REIMBURSEMENT LOT 11309	Driveway Reimbursement Lot 11309 - 1 Davis Ct	\$ 571.73
V00777	Mugavin Contracting Pty Ltd	BOND REFUND LOT 5694	Bond refund Lot 5694 - 1 Mannkan Ct Stage 2	\$ 2,000.00
5104	JLM Civil Works Pty Ltd	00005216	Install new driveway (4.8X3.5X0.1) at Lot 13066,	\$ 1,350.58
V00775	Ramesh Jeffery	R5792 - REFUND ASSESS # 100057	R5792 - refund assess # 100057	\$ 2,000.00
5356	Famfit NT	INV-0016	Activate Classes - 16, 17, 20, 21 May 2016	\$ 400.00

Creditor No.	Creditor Name	Invoice Number	Invoice Description	Amount
V00351	Charles Darwin University	514238	Diploma of Library Services Library CSO	\$ 800.00
V00351	Charles Darwin University	514245	Diploma of Library Services -Library CSO	\$ 320.00
5134	JLM Civil Works Pty Ltd	00035217	install new driveway (4.8X3.5X0.1) at Lot 13070,	\$ 1,359.58
35	Staples Australia Pty Limited	9017849046	Stationery NET34543695	\$ 84.82
35	Staples Australia Pty Limited	9017916833	Stationery - CIVIC - NET34543695	\$ 15.65
V00037	The Bump, Bub and Beyond Expo	136671 - REFUND BOND	136671 - Refund bond	\$ 150.00
V00101	Bellarmack Pty Ltd	R5793	R5793 - Refund assess #114068 & 114392	\$ 1,374.95
1094	Gray Primary School	FINACIAL SUPPORT - NAIDOC	Financial Support - NAIDOC Celebration	\$ 500.00
4384	Somerville Foundation Incorporated	135935 RECEIPT REFUND BOND	135935 receipt refund bond - Goyder Square	\$ 390.00
V00351	Charles Darwin University	514737	Diploma of Library Services -Library Cataloguing Officer	\$ 320.00
10	DBH Contracting	00007309	Undertake TS2013/03 April Wk 25, 26, 27 & 28	\$ 113,839.51
V00599	Athina Pascoe-Bell	1 JUNE 2016	Allowance to 1 June 2016	\$ 802.09
4967	Mr A N Byrne	1 JUNE 2016	Allowance to 1 June 2016	\$ 802.09
5552	S J Snutt	1 JUNE 2016	Allowance to 1 June 2016	\$ 1,502.16
1809	Alderman G A Carter	1 JUNE 2016	Allowance to 1 June 2016	\$ 802.09
4237	Ms S M McKinnon	1 JUNE 2016	Allowance to 1 June 2016	\$ 627.09
4966	Mr P Bunker	1 JUNE 2016	Allowance to 1 June 2016	\$ 802.09
932	Mr I Abbott	1 JUNE 2016	Allowance to 1 June 2016	\$ 4,124.27
3788	HPA Incorporated	960 & 962	CR/Adj Note for Invoices 81655 & 81850	-\$ 288.00
V00582	Eziko Property Services (Austl Pty Ltd	00040557	CREDIT TO BE APPLIED	\$ 90.00
V00582	Eziko Property Services (Austl Pty Ltd	00040605	CR/Adj Note for invoice 40557	-\$ 90.00
35	Staples Australia Pty Limited	9017849046	Stationery NET34543695	\$ 84.82
35	Staples Australia Pty Limited	9018057770	CR/Adj Note for Invoice 9017849046	-\$ 39.12
V00343	MAGIQ Software Ltd. T/A - NCS Champion Ltd	8435	Licence renewal - 2016/2017 CREDIT NOTE TO APPLY	\$ 15,984.10
V00343	MAGIQ Software Ltd. T/A - NCS Champion Ltd	8487	InfoXpert Software Suite Renewal 2016/2017	-\$ 15,984.10
				\$ 1,951,163.03



Reviewed by: Finance Manager



Approved: Acting Chief Executive Officer

SECTION 2

Financial Results

2.6 - Creditor Accounts outstanding - May 2016

Creditor No.	Creditor Name	Amount
10	DB-F Contracting	\$ 230.46
1502	Fig Leaf Pool Products	\$ 454.00
1607	Sterling NT Pty Ltd	\$ 146,815.58
173	Initial Hygiene	\$ 725.45
1874	Ulverscroft Large Print Books Limited	\$ 594.83
194	Jtagz Pty Ltd	\$ 1,529.00
2	Australian Taxation Office - GST, PAYG	\$ 61,700.92
2236	The Top End Tri-Services Magazine Inc	\$ 288.00
256	The Bookshop Darwin	\$ 2,645.56
2587	Top End RACE	\$ 34,625.50
272	City Wreckers	\$ 440.00
289	Bolinda Publishing Pty Ltd	\$ 978.60
2977	Security & Technology Services P/L	\$ 535.04
30	Colemans Printing Pty Ltd	\$ 744.70
3098	Roadshow Films Pty Ltd	\$ 913.00
3099	Iron Mountain Australia Pty Ltd	\$ 1,587.04
3313	Zip Print	\$ 1,534.50
3428	Bunnings Group Limited	\$ 230.03
35	Staples Australia Pty Limited	\$ 1,527.84
350	IBM Global Financing Australia Limited	\$ 2,388.15
36	Darwin Lock & Key	\$ 1,751.75
3683	Area9 IT Solutions	\$ 26,347.93
3705	Hungry Hearts	\$ 125.00
3724	Integrated Valuation Services (NT)	\$ 2,200.00
3787	Total Event Services T/A Top End Sounds P/L	\$ 10,717.78
3829	Fairy Jill's Enchanted Entertainment	\$ 140.00
3879	Litchfield Council	\$ 498.35
3880	PAWS Darwin Limited	\$ 7,202.25
394	Civica Pty Limited	\$ 3,420.26
4029	Totally Workwear Palmerston	\$ 674.90
4095	Deuce Cleaning Service	\$ 121.00
4355	Tonkin Consulting	\$ 7,480.00
4469	Cancer Council NT	\$ 1,127.50
4538	Byrne Design & Drafting	\$ 1,320.00
4605	Top End Windscreens and Tinting	\$ 250.00
4737	D & L Pumping & Gasfitting	\$ 671.00
4762	Squiz Australia Pty Ltd	\$ 35,200.00
4856	Partner Press Pty Ltd	\$ 77.00
4929	Barramundi Group	\$ 374.70
4963	Certratech Systems Pty Ltd	\$ 15,149.48
5104	JLM Civil Works Pty Ltd	\$ 48,310.09
5114	S.E. Rentals Pty Ltd	\$ 269.17
5122	NT Electrical Group	\$ 880.00
5356	Famfit NT	\$ 400.00
54	Powerwater	\$ 615.00
549	City of Darwin	\$ 391.02
5533	Custom Av Pty Ltd	\$ 4,430.71
5551	Active Tree Services Pty Ltd	\$ 3,080.00
5611	Steelmanns Tools and Industrial Supplies	\$ 99.00
5640	Think Water - Winnellie & Virginia	\$ 8,313.46
5713	Clean Fun T/A Giggling Geckos Jumping Castle Hire	\$ 495.00
610	Data Centre Services (DCS)	\$ 31.85
765	Palm Photographics	\$ 605.00

Creditor No.	Creditor Name	Amount	
938	Nightcliff Electrical	\$	6,081.09
V00166	Diamond International Events T/A Trina's Catering	\$	440.00
V00172	CIC-THD-PTY LTD	\$	186,394.30
V00228	Outback Tree Service	\$	14,080.00
V00284	Wheeler's Books	\$	397.75
V00315	HWL Ebsworth Lawyers	\$	4,470.44
V00318	Statewide Super Clearing House	\$	21,794.32
V00343	MAGIQ Software Ltd. T/A - NCS Chameleon Ltd	\$	14,692.70
V00368	iWater NT	\$	7,311.50
V00443	Top End Hydraulic Services P/L T/A Forecast Machin	\$	1,447.60
V00444	Grant O'Callaghan Pty Ltd	\$	660.00
V00609	Audra Clayfield	\$	1,500.00
V00653	McGees Property (NT)	\$	1,045.00
V00682	Leigh Dyson Plumbing	\$	1,125.50
V00711	Line Marking NT Pty Ltd	\$	597.08
V00771	TreadsNT	\$	2,485.00
V00781	Vanguard Homes	\$	295.00
V00782	Arieta Namakadre	\$	125.00
		\$	708,208.68



Reviewed by: Finance Manager



Approved: Acting Executive Officer

SECTION 2

Financial Results

2.7 - STATEMENT OF CREDIT CARD TRANSACTIONS - APRIL 2016

NAB Visa

30 March 2016 to 28 April 2016

Cardholder	Amt.	Cost Code	Description
Ricki Bruhn	\$ 56.99	3821.EXEC002.301	Fuel - LGANT General Meeting - CEO
	\$ 315.50	3854.EXEC001.305	Accom = LGANT GM - Mayor
	\$ 19.00	5521	to be reimbursed
	\$ 185.50	3854.EXEC002.302	Accom = LGANT GM - CEO
Caroline Hocking	\$ 1,177.00	3853.EXEC001.305	Airfares - 2016 NCA - Mayor
	\$ 882.84	3853.EXEC001.305	Airfares - RCA Regionalism 2.0 - Mayor
	\$ 592.00	3853.EXEC002.300	Airfares - 2016 NCA - CEO
	\$ 77.00	3855.EXEC001.305	RCA Regionalism Dinner - Mayor
	\$ 47.60	3855.EXEC002.302	Airtrain - LG Professionals Conference - HR Advisor
	\$ 47.60	3855.COMM007.302	Airtrain - LG Professionals Conference - Library Officer
	\$ 82.95	3828.EXEC001.334	Book Donations
	\$ 682.58	3853.EXEC002.302	Airfares - LG Professionals Conference - HR Advisor
	\$ 682.58	3853.COMM007.302	Airfares - LG Professionals Conference - Library Officer
Alyce Breed	\$ 73.67	3828.COMM005.335	Supplies - smoothie bike - 'Ride2School'
	\$ 161.35	3805.CORP004.309	Software - Suitcase Fusion 6
	\$ 40.00	3828.COMM005.335	Supplies - smoothie bike - Pool Party
	\$ 55.85	3842.COMM009.335	YIP lunch
	\$ 215.09	3828.CORP005.308	Keys cut
	\$ 330.00	3828.COMM005.335	COPAL catering - Indigenous Hip Hop - PRJ10071
Ben Dornier	\$ 449.00	3804.CORP004.309	IT hardware - Communications/PR
	\$ 98.00	3841.CORP005.308	Common Services lunch
	\$ 63.08	3821.CORP005.301	Fuel - DC&CS
	\$ 209.16	3805.CORP004.309	IT Software
	\$ 38.00	3855.CORP005.302	Airfares - insurance
	\$ 629.53	5521	Airfares - to be reimbursed
Jeetendra Dahal	\$ 1,010.94	3854.TECH009.302	Accomm - Training - Facilities & Structures Officer
Ian Mathers	\$ 695.00	3852.CORP004.302	Connect Expo 2016 - IT Support Coordinator
	\$ 484.95	3853.CORP004.302	Airfares - Connect Expo Melb - IT Support Coordinator
	\$ 233.45	3854.CORP004.302	Accom - Connect Expo - IT Support Coordinator
	\$ 701.15	3823.COMM002.301	Vehicle rego - CA44MH
	\$ 701.15	3823.EXEC001.301	Vehicle rego - CA44QQ
	\$ 102.70	3823.TECH009.301	Trailer rego - T67968
Robyn McCann	\$ 246.01	3841.COMM007.335	Program Materials
	\$ 31.36	3819.COMM007.315	Library Stock
	\$ 25.40	3819.COMM007.315	Library Stock
	\$ 82.95	3828.COMM007.308	Flowers
	\$ 440.43	3819.COMM007.315	Library Stock
	\$ 25.40	3819.COMM007.315	Library Stock
	\$ 40.41	3819.COMM007.315	Library Stock
	\$ 30.71	3819.COMM007.315	Library Stock
	\$ 172.40	3819.COMM007.315	Library Stock
	\$ 197.40	3819.COMM007.315	Library Stock
	\$ 25.40	3819.COMM007.315	Library Stock
	\$ 25.72	3819.COMM007.315	Library Stock
	\$ 795.37	3819.COMM007.315	Library Stock
	\$ 207.90	3819.COMM007.315	Library Stock
	\$ 55.40	3819.COMM007.315	Library Stock

Cardholder	Amt.	Cost Code	Description
	\$ 25.40	3819.COMM007.315	Library Stock
	\$ 37.42	3819.COMM007.315	Library Stock
	\$ 27.99	3819.COMM007.315	Library Stock
	\$ 25.71	3819.COMM007.315	Library Stock
	\$ 25.41	3819.COMM007.315	Library Stock
	\$ 59.84	3819.COMM007.315	Library Stock
	\$ 141.26	3828.COMM007.308	Couch cover - Library
Maxie Smith	\$ 398.60	3823.TECH015.301	Vehicle Rego - 995472
	\$ 46.00	3203.CORP006.312	Registration Discharge of Statutory Charges
	\$ 25.60	3111.CORP003.300	Milk - Staff kitchen
	\$ 455.00	3852.CORP002.302	Aust Wide Taxation Training - Assistant Accountant
	\$ 68.00	3111.CORP003.300	Milk - Staff kitchen
	\$ 77.40	3111.CORP003.300	Milk - Staff kitchen
	\$ 73.20	3111.CORP003.300	Milk - Staff kitchen
	\$ 259.00	3804.CORP004.309	iPhone repair & case
Samantha Abdic	\$ 229.00	3828.EXEC003.308	Graphic Design
	\$ 13.46	3828.EXEC003.308	Social Media
	\$ 127.51	3807.EXEC003.308	Social Media
Silke Reinhardt	\$ 85.38	3806.CORP004.309	Irrigation software
	\$ 55.92	3809.CORP005.308	Copy paper
	\$ 78.00	3823.COMM007.301	Roadside assistance
	\$ 78.00	3823.TECH009.301	Roadside assistance
	\$ 78.00	3823.TECH009.301	Roadside assistance
	\$ 78.00	3823.TECH009.301	Roadside assistance
Natasha Clifton	\$ 641.00	3853.TECH009.302	Airfares - ETIRG Meeting Alice Springs - DTS
	\$ 16,753.67		


Reviewed by: Finance Manager


Approved by: Acting Chief Executive Officer

Section 2 Financial Results

2.8 - Waste Charges as at 31 May 2016

Waste Management

	Original Budget	First Budget Review	Second Budget Review	Third Budget Review	YTD Budget Revisions	Total Budget (Inc. Revisions)	YTD Actuals	Commitment	Total YTD Actuals plus Commitments	%
Income										
Rates & Charges	(5,771,500)	-	(199,120)	-	(199,120)	(5,970,620)	(5,994,883)	-	(5,994,883)	100.41%
Income	(5,771,500)	-	(199,120)	-	(199,120)	(5,970,620)	(5,994,883)	-	(5,994,883)	100.41%
Expenditure										
Educational Resources	10,000	-	-	-	-	10,000	8,496	-	8,496	84.96%
Utilities	9,450	-	-	-	-	9,450	9,694	-	9,694	102.59%
Security	2,500	(2,500)	-	-	(2,500)	-	-	-	-	0.00%
Litter Collection	187,684	-	(8,850)	30,000	21,150	208,834	188,838	5,010	193,849	92.82%
Domestic Bin Collection	2,600,600	-	(65,000)	(2,400)	(67,400)	2,533,200	1,953,633	248,578	2,202,211	86.93%
Kerb Side Collections	98,000	-	8,850	-	8,850	98,850	98,850	-	98,850	100.00%
Tip Recharge Domestic Bin Collection	450,000	-	-	-	-	450,000	400,766	74,107	474,874	105.53%
Transfer Station	1,584,301	-	-	-	-	1,584,301	1,310,832	133,529	1,444,361	91.17%
Tip Recharge Transfer Station	310,016	-	-	-	-	310,016	226,933	27,813	254,746	82.17%
Expenditure	5,244,551	(2,500)	(65,000)	27,600	(39,900)	5,204,651	4,198,042	489,038	4,687,081	90.06%
(Profit)/Loss	(526,949)	(2,500)	(264,120)	27,600	(239,020)	(765,969)	(1,796,841)	489,038	(1,307,803)	

Reconciliation of waste charge in line with Part 11.5 Division 2 Local Government Act NT.

Expenditures not included in reconciliation are waste related depreciation, over-heads and capital works.


Reviewed By: Finance Manager


Approved By: Acting Chief Executive Officer

ITEM NUMBER: 13.1.5 Local Government Act Legislative Reform
FROM: Director of Corporate and Community Services
REPORT NUMBER: 8/0913
MEETING DATE: 21 June 2016

Municipal Plan:

4. Governance & Organisation

4.1 Responsibility

4.1 We are committed to corporate and social responsibility, the sustainability of Council assets and services, and the effective planning and reporting of Council performance to the community

Summary:

The Department of Local Government and Community Services released its Consultation Paper *Proposed content of New Local Government Legislation* and has invited comment from councils. Following a Council workshop on 14 June 2016 to review the proposed changes, officers provided the recommended letter of response.

RECOMMENDATION

1. THAT Council receives Report Number 8/0913.
2. THAT Council does not support the responsibility of conducting representation reviews being given to the NT Electoral Commission or any other body, and maintains the position that councils are best placed to determine their own constitutional arrangements as currently specified in the Local Government Act.
3. THAT Council supports the removal of conditional rating from the Local Government Act.
4. THAT Council endorses Attachment B as Council's response to the Department of Local Government and Community Services.

Background:

Beginning in late 2014, the Department of Local Government and Community Services began a process for the review of the Local Government Act. Following a period of submissions during 2015, a comprehensive Consultation Paper has been completed, *Proposed content of New Local Government Legislation (Attachment A)*. Council now has an opportunity to provide a comment.

General:

Broadly speaking, the Consultation Paper provides a comprehensive review of areas for possible improvement of the Local Government Act. The current Act was enacted in 2008 and together with the

accompanying Regulations tends to be significantly less prescriptive than Local Government Acts in other Australian jurisdictions. This can be both an advantage and disadvantage, and the intent of the proposed changes appears to be the resolution of several disadvantages.

In general, Officers suggest that the proposed changes are of benefit to local government. While this report does not intend to provide commentary on all proposed changes, two areas are viewed not being of benefit to local government:

1. Representation Reviews (Chapter 3: Planning at the Local Level)

The Department recommends that representation reviews required in Section 23(2) of the Act would be more appropriately conducted by the NT Electoral Commission, with final determinations being made by a panel consisting of a representative of LGANT, the Electoral Commissioner (as chair, with a casting vote), the Surveyor General, and the Auditor General.

When asked for an explanation as to why this change was proposed, the Department identified that this was the manner in which Territory and Federal jurisdictional changes were determined, and that there was a potential conflict of interest in Elected Members of a council determining ward structures.

Officers recommend that Council oppose these changes in order to ensure that future decisions regarding City of Palmerston having or not having wards, or the constitution of these wards, or its municipal boundaries, remain with those elected to represent the electors – being Council.

2. Conditional Rating (Chapter 11: Rates and Charges)

It has been a long running difficulty for regional councils in the Northern Territory to raise rates on land currently considered rateable. The continuing position of the Local Government Association Northern Territory (LGANT) has been that conditional rating in the Local Government Act is a detriment to councils and has a significant impact on their financial sustainability. Officers suggest that continuing to support LGANT's position on this is of benefit, although conditional rating does not affect City of Palmerston.

Both points are set out in the suggested letter of response to the Department of Local Government and Community Services (**Attachment B**).

On 14 June 2016, Council held a workshop to discuss the Department's proposed changes, and requested further that the letter of response include comments expressing the following:

3. Disciplinary Proceedings (Chapter 7: Rights and Obligations of Members)

The Department proposes a new process for Code of Conduct complaints to be dealt with, which represents a significant departure from current legislation. From the description provided in the Consultation Paper, it is unclear how procedural fairness is afforded either the complainant (where the majority of Council disagrees with the complaint) or the respondent (where the majority of Council agrees with the complaint), and seeks further clarification as to the manner in which individuals can escalate the complaint to the newly proposed LGANT panel.

The Draft Letter of Response has been amended accordingly.

Financial Implications:

Nil.

Legislation/Policy:

Local Government Act.



Recommending Officer: Ben Dornier, Director of Corporate and Community Services

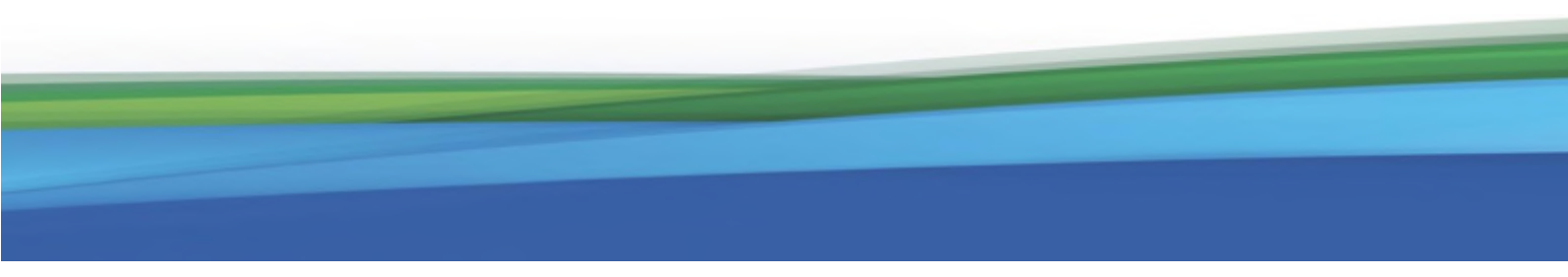
Any queries on this report may be directed to Ben Dornier, Director of Corporate and Community Services on telephone (08) 8935 9976 or email ben.dornier@palmerston.nt.gov.au

Author: Ben Dornier

Schedule of Attachments:

Attachment A: Consultation Paper: *Proposed content of New Local Government Legislation*

Attachment B: Draft Letter of Response



CONSULTATION PAPER:

Proposed content of New Local Government Legislation

Contents

Introduction.....	4
Background	4
Local Government Act.....	5
Chapter 1: Preliminary	5
Chapter 2: System of local government.....	5
Chapter 3: Planning at the local level	6
Chapter 4: Council and its members.....	6
Chapter 5: Local authorities, local boards and council committees	8
Chapter 6: Meetings.....	9
Chapter 7: Rights and obligations of members.....	10
Chapter 8: Elections and polls.....	12
Chapter 9: Council staff	12
Chapter 10: Financial management	13
Chapter 11: Rates and charges	13
Chapter 12: Council property	14
Chapter 13: Regulatory powers.....	14
Chapter 14: Reporting and public disclosure	14
Chapter 15: Compliance reviews and investigations	14
Chapter 16: Inquiries.....	15
Chapter 17: Defaulting councils	15
Chapter 18: Review and appeal.....	15
Chapter 19: Miscellaneous	15
Local Government (Accounting) Regulations.....	16
Financial administration.....	16
Budget and allocation of money.....	16
Annual financial statement	17
Financial reports to council.....	17
Authorised accounts and expenditure	17
Property.....	18
Quotations and tenders.....	18
Local Government (Administration) Regulations.....	18
Confidential information	18
Local Government (Electoral) Regulations.....	18
Tied candidates	18

Death of a candidate.....	18
Postal voting.....	18
How to have your say	19
Appendix A – Recommendations of the Local Government Working Party	20
Introduction	20
Working Party Members	20
Recommendations	20
Topic 1: Conflict of Interest.....	20
Topic 2: Council as a Body Corporate	21
Topic 3: Council Meetings	22
Topic 4: Code of Conduct.....	22
Topic 5: CEO.....	23
Topic 6: Rates	23
Topic 7: Meetings of Local Authorities, local boards and council committees	24
Topic 8: Terms and Conditions of Membership	25
Topic 9: Elections.....	25
Topic 10: Offences	26
Topic 11: Miscellaneous.....	26
Appendix B – Local Government Accounting Advisory Committee Recommendations	27
Information about LGAAC	27
Recommendations	27
Membership of LGAAC	27
Prescribed reporting formats	28
Accounting policy manual.....	28
Finance committee meetings	28
Allocation of money	28
Stocktake of property.....	29
Tendering and procurement.....	29
Deficit budgeting	29
General instructions	29

Introduction

The current *Local Government Act* (the Act) has been in place for a number of years and the Department of Local Government and Community Services (DLGCS) is conducting a comprehensive review of local government legislation.

The culmination of the review will be new and improved legislation for local government.

The purpose of this consultation paper is to inform stakeholders of the review's progress and to invite comment on the proposed content of the new legislation. This paper is written in the form that the "new legislation will", but the actual final policy will be dependent on submissions received and government's decision. Drafting of the legislation is anticipated to commence in late 2016.

While the effect of many parts of the current legislation will be retained, this paper highlights the intended differences which would be encompassed in the new legislation.

All comments, including further proposals for change, are welcome and encouraged. Please see information on how to have your say at page 19 below.

Background

The Act commenced in 2008, bringing local government reforms across the Territory into effect. As the reformed system of local government has developed over recent years, including the introduction of local authorities, the Act has provided a robust regulatory environment. However, local government councils, DLGCS and others have identified areas where the legislation could be strengthened to work effectively for the benefit of Territorians and the sector.

Consultation for the introduction of local authorities involved Territory-wide community consultation with the results fed through to a working group. The working group had extensive stakeholder representation, including representatives from all of the Land Councils.

In late 2014, DLGCS announced a wholesale review of the Act. Consultation continues to be a major focus for this review. Submissions were sought from all stakeholders, including the general public, by April 2015. All sorts of submission were received – from informal phone conversations to formal written submissions. Apart from submissions from individuals, submissions were received from:

- Central Desert Regional Council
- City of Darwin
- Katherine Town Council
- Local Government Accounting Advisory Committee (LGAAC)
- Local Government (Administration and Legislation) Advisory Committee
- Local Government Association of the Northern Territory (LGANT)
- MacDonnell Regional Council
- Northern Territory Electoral Commission
- Victoria Daly Regional Council
- West Arnhem Regional Council

The Local Government Working Party (LGWP) was formed to consider topics identified through the submissions and to make recommendations to DLGCS and the Minister regarding the contents of a new Act. The LGWP had representation from LGANT, regional and municipal councils and DLGCS staff with responsibilities for local government. The LGWP also consulted with the Northern Territory Electoral Commission regarding the electoral provisions in the Act and the *Local Government (Electoral) Regulations*.

The LGWP met four times from mid-2015 until early 2016. In addition, late submissions were consistently encouraged. Issues raised by late submissions were considered by the LGWP right up until early 2016. Any further submissions are still welcome (refer to 'How to have your say' at page 19 below).

DLGCS is largely in agreement with the LGWP's recommendations (which can be found at Attachment A). The LGWP's recommendations form the bulk of the intended changes set out in this consultation paper (in many cases the wording of the intended change is practically the same as the LGWP's recommendation). Where an intended change is not consistent with a recommendation of the LGWP, this is identified.

DLGCS also consulted with, and received recommendations from, LGAAC regarding the content of new *Local Government (Accounting) Regulations*. LGAAC's recommendations can be found at Appendix B. DLGCS agrees with many of LGAAC's recommendations but where an intended change is not consistent with a recommendation of LGAAC, this is also identified.

It should be noted that where proposed changes would require agreement or negotiation with other Agencies, or other Ministerial portfolios, the positions set forward in this paper are subject to such agreement.

Readers should be aware that this paper is concerned with informing stakeholders of intended policy changes and giving everybody an opportunity to comment on the intended policy. Ultimately, the precise wording in the new Act will be a matter for the legislative drafters.

For ease of reference, the intended policy differences from the current regime are set out in accordance with where the relevant provisions currently appear in the Act or Regulations.

Local Government Act

Chapter 1: Preliminary

Some definitions will change. Intended changes related to definitions are discussed under chapters where the affected provisions sit.

Chapter 2: System of local government

Constitutive powers

While the current Act allows for creation of a new council, there is no provision for a Manager to be appointed prior to elections being held. A Manager is needed to organise elections and open bank accounts to get a new council started. Without a manager to start it off, a new council would be unworkable.

The new legislation will provide that if a new council is created, the Minister must call a general election for the council within 12 months of the gazettal creating a council. The

Minister must also appoint a Manager to manage the affairs of the council until council members are elected. The Manager will have full power to transact any business of the council and do anything the council can do. The Manager will be able to get the council set up with staff, bank accounts, offices and other necessities to enable elected members to take control of a functioning council. This accords with the recommendation of the LGWP (topic 11.5).

Chapter 3: Planning at the local level

Representation reviews

Currently, a council must review its constitutional arrangements and whether they provide the most effective possible representation for the area, including ward boundaries, at least once in its term.

In line with the recommendation of the LGWP (topic 9.1), the new legislation will provide that representation reviews will be conducted by the Northern Territory Electoral Commission. Final determinations will be made by a panel that includes a representative of LGANT, the Electoral Commissioner (as chair and having a casting vote), the Surveyor-General, and the Auditor-General. The issues for the panel to consider (such as population, geographic and social factors) will be set out within the legislation.

Core services

Currently there are no core services gazetted by the Minister that regional or shire councils must consider when adopting or renewing their regional or shire plans. Submissions are sought as to whether it would be beneficial for there to be a prescribed list of core services for all councils.

Chapter 4: Council and its members

Conducting commercial business

Most other Australian jurisdictions either require Ministerial approval before a council can form or participate in a corporation, partnership or other trading body, or require Ministerial approval for expenditure on such activities over a certain amount.

The new legislation will provide that Ministerial approval will be required before a council can form or participate in a corporation, partnership or other trading body. This accords with the recommendation of the LGWP (topic 2.1).

Local government subsidiaries

Currently, it is optional for the constitution of a local government subsidiary to provide that its liabilities are guaranteed by the constituent council or councils. Under the new legislation this will be a mandatory requirement. This accords with the recommendation of the LGWP (topic 2.3). Councils are expected to be in control of, and take responsibility for, their subsidiaries.

Delegation by council

As recommended by the LGWP (topic 2.4), the new legislation will make it clear that the power to adopt or amend a budget cannot be delegated by a council.

The legislation will also provide that the power to enter into a transaction that is not of an arm's length nature cannot be delegated. A transaction that was not on commercial terms would not be of an arm's length nature. For example, if a council sold a good or service at significantly less than market value, or provided payment terms of one year for a good or service where the payment terms would usually be for one month, these transactions would not generally be of an arm's length nature. Entering into such a transaction would require a council resolution and could not be decided by council staff.

Professional development of members

As recommended by the LGWP (topic 8.6), the legislation will provide that councils must have a professional development policy for members.

In line with the recommendation of the LGWP (topic 8.5), council members will complete specified training after each general election. For a member who is elected through a by-election, the training will be undertaken within 12 months of election. The training would be for up to two days and could cover topics such as: roles and responsibilities of elected members; relationships with other members, CEO and council staff; council finances and budgets; conflicts of interest; effective meetings; and other relevant subjects. Recognition of prior learning (education or work experience) will be given.

Resignation of members

Currently, a council member may only give up to 14 days' notice of resignation. This can put pressure on a council to arrange a by-election in a short space of time.

The new legislation will provide that a council member may give up to three months' notice when resigning. A by-election may be called within the period of notice, provided the polling day is after the notice period expires. This accords with the LGWP recommendation (topic 8.7).

Disqualification

Currently, a person can be disqualified from being a council member if they fail to discharge a debt to the council for rates or surcharges within six months of the debt being due and payable. It is not clear what proof regarding the debt is required.

As recommended by the LGWP (topic 8.3), the new legislation will provide that disqualification for having an outstanding debt due and payable to council for six months is not triggered unless the debt is evidenced by a court order, i.e. a judgment debt and the person cannot produce a receipt showing that the amount has been paid. This will apply for any type of debt to council (not just rates and surcharges).

A person will be disqualified from being a council member if they are disqualified from managing a corporation under the *Corporations Act 2001* or the *Corporations (Aboriginal and Torres Strait Islander) Act 2006*.

Currently, if a council member is convicted of an offence and is sentenced to a term of imprisonment for one year or more, the member is automatically disqualified under section 37(1)(c) of the Act. If a member is convicted of an offence but not sentenced to a term of imprisonment for one year or more, a decision to remove the member because the conviction makes that member unfit for office can be made by the Minister.

In other Australian jurisdictions removal from office due to conviction for an offence can only occur if:

- an offence specified in the Act has been committed; or
- a court or tribunal orders the removal from office.

The LGWP recommended that where a member is convicted of an offence and is not automatically disqualified, a decision about whether the conviction makes that member unfit for office should be made by NTCAT (topic 8.8). However, this could create practical difficulties in a situation where a member is imprisoned and a council has to wait a number of months for an NTCAT determination before finding out if a by-election is required. Constituents have a right to be represented and deserve a representative that is free to perform his or her role.

It is intended that if a member is convicted of an offence and serves any term of imprisonment, that person will be disqualified from being a member for five years after they are released.

However, if a member is convicted of an offence and does not serve any term of imprisonment (for example, the member is given a suspended sentence), a decision about whether the conviction makes that member unfit for office may be made by NTCAT. If NTCAT dismisses a member it will have the ability to disqualify that person from being a council member for up to five years.

In addition, where a member is convicted of an offence, the member must notify the council CEO of the conviction. If a member fails to notify the CEO of the conviction, the member commits an offence. The CEO must notify DLGCS of the member's conviction.

Casual vacancies

The new legislation will provide that if a casual vacancy occurs within 18 months prior to the next general election, a council will have the option of holding a by-election or co-opting a person to fill the vacancy. In the event that a casual vacancy occurs within six months of the next general election, a council will have the above options as well as the option to not fill the vacancy.

Chapter 5: Local authorities, local boards and council committees

Local authority appointments and quorums

The new legislation will provide that a council must appoint at least one elected member to a local authority. The member(s) for the ward in which the local authority is located and the principal member will not automatically be members of the local authority. A quorum will be the majority of appointed members. (See LGWP recommendation at topic 7.2.)

Local boards

The new legislation will provide that any council may have a local board. (See LGWP recommendation at topic 7.3.)

This differs from the current provisions which exclude regional councils from having local boards.

Chapter 6: Meetings

First ordinary meeting of a council

The new legislation will provide that after a general election, a council meeting must be held within 21 days. This aligns with the current meeting postponement provision and provides more time than the current 14 day limit. (See LGWP recommendation at topic 3.1.)

Notice of council meetings

The new legislation will provide that a notice convening an ordinary council meeting (including the agenda and relevant business papers) must be published on the council's website and be accessible at the council's public office at least two full business days before the meeting. (See LGWP recommendation at topic 3.4.)

Currently, a notice convening an ordinary meeting must be given to members at least three business days before the date of the meeting, while it must only be accessible on the council's website a 'reasonable time' before the meeting. 'Reasonable time' is not defined. In addition, the current Act requires the notice must be posted on a notice board at the council's public office but there is no specification as to when.

Postponement of meetings

As recommended by the LGWP (topic 11.1), the new legislation will provide that if a quorum is not present for a meeting of a council, council committee, local board or local authority within 30 minutes after the scheduled start time, the meeting may be postponed to a time later that day by:

1. the Chair;
2. if the Chair is not present, the majority of members present; or
3. if no members are present, the CEO or someone authorised by the CEO.

Reasonable efforts must be made to notify all members of the new meeting time. If a meeting is not held later that day, existing requirements will apply and the CEO is responsible for postponing the meeting to a time within the next 21 days.

This will provide clarity and more flexibility than is currently available.

Confidential business

In line with the recommendation of the LGWP (topic 3.5), the new legislation will provide that if a council closes a portion of a meeting to discuss confidential business, the agenda for that meeting must identify the type of matter that is to be discussed in the closed portion of the meeting. Publicly available minutes for that meeting must specify the type of confidential business discussed and which particular section of the legislation was relied upon to keep the matter confidential. Minutes must be kept in respect of the confidential business but the confidential portion of the minutes is not to be publicly available.

Not all matters kept confidential must remain confidential forever. At least once per year councils will review items previously declared confidential, and decide, according to council policy, whether to release the information included in the confidential business section of meetings.

Chapter 7: Rights and obligations of members

Council member allowances

The new legislation will provide that council members' allowances are to be set by a remuneration tribunal. (See LGWP recommendation at topic 8.1.)

Conflict of interest

In accordance with the LGWP recommendations regarding conflicts of interest and related matters (topics 1.1-1.6), the legislation will require the CEO to keep a register of council members' interests. Members will be required to complete an annual return. The register must be available for inspection by the public but will not have to be on a council's website.

A separate register of relevant gifts and benefits must be kept and each member will be responsible for ensuring the CEO is informed as soon as practicable after a gift or benefit is received.

To assist members with this new requirement, a council must have a policy on gifts and benefits that, among other matters, differentiates between what is given to a member for the council and what is given to a member as a gift or benefit to that member. The legislation will include the parameters of that policy to give councils some guidance.

Responsibility for declaring a conflict of interest during a meeting or on other relevant occasions will remain with the individual member.

Where a member is required to leave a meeting due to a conflict of interest, the member must leave the meeting without any comment on the matter in which they have a conflict.

The following categories of interest will be used to determine what interests should be declared by members of councils, local authorities, council committees or local boards:

Direct interest – occurs when the member is likely to be directly affected if the matter is decided in a particular way.

Example: a company controlled by the member is tendering for a contract being discussed by council.

Indirect interest by close association – occurs if an associate of the member has a direct or indirect interest, or a resident of the member's household has a direct interest.

Example: the member's sibling is suing council and council is considering whether to settle the matter.

Example: a resident of the member's household is tendering for a contract being discussed by council.

Indirect financial interest – occurs if the member is likely to receive a benefit or incur a loss because another person has an interest.

Example: the member has shares worth \$5 000 in a company that is tendering for a contract being discussed by council.

Indirect interest because of conflicting duties – occurs if the member is a director, partner, agent, trustee or employee of a person or entity (including a non-profit) that has a direct interest.

Example: the member is a director of a non-profit entity that is seeking a sponsorship or donation being discussed by council.

Example: the member is a director of a non-profit entity that is tendering for a contract being discussed by council.

Indirect interest because of a gift – occurs if the member received a gift of more than trivial or nominal value in the last three years from a person with a direct interest.

Example: the member recently received a gift of concert tickets from a local business operator who is negotiating a lease of a property from council.

Currently, a member who fails to disclose an interest may be prosecuted in court and, if found guilty, a penalty may be imposed. The Northern Territory Civil and Administrative Tribunal (NTCAT), as opposed to a court, may declare a council decision resulting from an undeclared interest, void. To avoid the need for dual proceedings, the new legislation will provide that where a court finds that a member has failed to disclose an interest, the court will also be able to declare a decision void.

Code of conduct

The new legislation will prescribe a code of conduct that applies to elected members of all councils without modification. The prescribed code will be substantially the same as the existing code in schedule 2 of the Act. (See LGWP recommendation at topic 4.3.)

Disciplinary proceedings

The Territory is the only jurisdiction that does not provide for a disciplinary panel to make remedial orders such as requiring someone to attend mediation or counselling.

It is common in other jurisdictions for complaints to be heard by a panel established by the peak body for council members. It is also common in other sectors for complaints to be heard by a panel established by a peak body for those professionals, such as a Law Society or Dental Board. The LGWP recommended that LGANT coordinate a panel to deal with code of conduct complaints (topic 4.1).

The new legislation will provide that where a breach of the code of conduct is alleged:

1. Complaints must initially be directed to the relevant council. The council will seek to resolve the matter according to council policy.
2. If the council cannot resolve the matter, the council may refer the matter to LGANT.
3. LGANT will have a panel constituted of representatives of LGANT and the Director of Legislation and Policy from DLGCS. The LGANT panel may:
 - reprimand a person;
 - order a person to attend training, mediation or counselling; and
 - order a person to make an apology.
4. A party to the complaint can appeal a decision of the LGANT panel to NTCAT and NTCAT will be able to make any order that could be made by the LGANT panel. If a member does not comply with an order from the LGANT panel, LGANT can apply to NTCAT to deal with the failure to comply. In determining such an application, NTCAT will be able to make any order that could be made by the LGANT panel and may also order that the

member be suspended or dismissed. If NTCAT dismisses a member it will have the ability to disqualify that person from being a council member for up to five years.

Chapter 8: Elections and polls

In accordance with the LGWP recommendation (topic 9.3), where a candidate is declared ineligible after an election (and was ineligible at the time of the election), NTCAT will have discretion to order that votes be recounted and that a vote for the ineligible candidate be distributed to the candidate next in order of the voter's preferences on the ballot paper.

Please note that intended changes to the *Local Government (Electoral) Regulations* are set out below on page 17.

Chapter 9: Council staff

Remuneration policy

In accordance with the LGWP recommendation (topic 5.3), councils will be required to have a remuneration policy for all staff, including the CEO.

CEO recruitment

As recommended by the LGWP (topic 5.4), the new legislation will set out compulsory due diligence steps that must be taken before a CEO may be appointed, including but not limited to:

- a. written references covering a shortlisted applicant's past three years of work history must be obtained from the applicant's manager or supervisor;
- b. positions must be advertised externally;
- c. qualifications and professional memberships must be verified; and
- d. a criminal history check must be conducted.

Contracts for new CEOs must include a probation period and a review of the CEO's performance must be undertaken before the end of the probation period. A CEO will be set performance criteria for his or her probation period and the review of the CEO must consider his or her performance against those criteria. The review must be undertaken by a panel that includes a person independent from council (unless DLGCS approves an exemption). The independent person on the review panel must be approved by LGANT.

CEO responsibilities

Currently CEOs are required to appoint staff in accordance with a staffing plan. However, there are different understandings of what a staffing plan actually means.

In accordance with the LGWP recommendation (topic 5.3), the requirement to appoint staff in accordance with a staffing plan will no longer be compulsory. Instead, a CEO will be required to keep council expenditure on staff within an approved staffing budget, as well as having to keep other expenditure within an approved non-staffing budget (all other operational and capital expenditure).

The legislation will explicitly require CEOs to ensure that spending does not exceed the budget adopted or amended by council.

Conflict of interest

The legislation will provide that council CEOs and senior staff who report directly to the CEO must complete an annual declaration of interests, using a prescribed form similar to that used by Northern Territory Public Sector CEOs and executives. The current requirement that all staff members (including the CEO) disclose a conflict of interest when it arises will remain. These interests and conflicts must be recorded on a non-public register. (See LGWP recommendation at topic 5.1.)

Chapter 10: Financial management

There are no anticipated changes to the requirements under this chapter. Please note that intended changes to the *Local Government (Accounting) Regulations* are set out below on pages 15-17.

Chapter 11: Rates and charges

Conditional rating

Submissions were received that suggested the removal of conditional rating. The LGWP did not reach a consensus regarding conditional rating, however a significant number of the LGWP members supported the following recommendations (topic 6.4):

- Conditional rating must be removed and all rateable land must be subject to general and special rates; and
- In the event that conditional rating remains, where land is held under a pastoral lease or mining tenement but is used for two or more different purposes, including a commercial activity that is not pastoral or mining, the land is to be rateable rather than conditionally rateable.

While there is no intention to remove or change conditional rating provisions, the legislation will align the definition of 'mining tenement' with titles described in the *Mineral Titles Act*. (See LGWP recommendation at topic 6.1)

Exemptions

The LGWP recommended (topic 6.2) that there not be any exemption from rates for land used for residential purposes by a charity or public benevolent institution. Further consideration will be given to the effect of such a change and whether it should be confined to certain types of housing, for example, staff housing.. Submissions are invited on this particular issue.

All rateable land must be rated

In line with the recommendation of the LGWP (topic 6.9), the legislation will make it explicit that a council must rate all rateable land within its area.

Assessment record

Currently a copy of the assessment record must be available for inspection, free of charge, by any member of the public. In dealing with information available to the public, it is important that the principles of both freedom of information and protection of privacy are carefully balanced.

In accordance with the LGWP recommendation (topic 6.6), it is intended that the public will be able to inspect or obtain copies of all or part of the assessment record and councils may charge a fee for the provision of this service. No fee is to be payable for inspecting or obtaining copies of part of the record for land by:

- an owner, occupier or lessee of the land or of adjoining land;
- an agent of an owner, occupier or lessee of the land or of adjoining land; or
- a Northern Territory Government agency.

Councils must redact personal information (name, contact details, postal address, etc.) from any copies of the record inspected or provided unless the person seeking the copy of the record is an owner, occupier or lessee of the land; an agent of an owner, occupier or lessee of the land; or a Northern Territory Government agency. The proposed rules concerning personal information differ slightly from the recommendation of the LGWP and are intended to provide clear direction for council staff.

The requirement for a CEO to suppress a person's name and address on request will be retained.

Chapter 12: Council property

There are no anticipated changes to the requirements under this chapter.

Chapter 13: Regulatory powers

By-laws

The legislation will explicitly provide that by-laws may not operate retrospectively or impose a tax.

Chapter 14: Reporting and public disclosure

Public availability of information

The Act sets out the time that information that must be publically available on council websites. The *Local Government (Accounting) Regulations* require a notice of a successful tender to be published on a council's website but do not give a timeframe.

The legislation will provide that a notice of a successful tender must remain on a council's website for a minimum of three years after the financial year in which the tender was awarded.

Chapter 15: Compliance reviews and investigations

Investigations

Similarly to other Australian jurisdictions, it is intended that inspectors of local government appointed under the Act will have a general power to investigate the administration of the Act. Investigations will not connote a suggestion of wrongdoing.

Commencing proceedings to recover loss

The current Act provides that DLGCS may, if satisfied that a council has suffered a loss as a result of an irregularity and that the loss is recoverable in court, bring an action in the name of the council to recover the loss. The provision has not been used. The new legislation will omit this provision. (See LGWP recommendation at topic 11.2.)

Surcharges

The current Act allows a council to impose a surcharge on a person for the council's loss if DLGCS is satisfied that the council suffered loss as a result of dishonesty or serious illegality by the person. The existing surcharge provision reverses the onus of proof in legal proceedings to recover a loss. The onus of proof should only be reversed where there are compelling public policy reasons for doing so. The provision has not been used.

In accordance with the recommendation of the LGWP (topic 11.3), the new legislation will not have such a provision. Where it is suspected that a council has suffered a loss due to dishonesty or illegality, a court or tribunal must find that the allegation is proved before a person is held liable for a council's loss.

Chapter 16: Inquiries

There are no anticipated changes to this chapter.

Chapter 17: Defaulting councils*Official management*

The new legislation will provide that the Minister must make a decision to either reinstate or dismiss the suspended members within 12 months after the council has been placed under official management. Dismissal would then automatically trigger a general election.

Chapter 18: Review and appeal*Administrative review committee*

Currently the initial application for review must be made within 14 days of the decision, which is significantly shorter than the equivalent time periods in other Australian jurisdictions. Under the new legislation, the time for making an initial application for a review will be within 28 days of the decision.

Chapter 19: Miscellaneous*Offences*

In accordance with the recommendation of the LGWP (topic 10.2), under the new legislation the offence for making a misleading representation will:

- extend to representations made to local authorities;
- extend to representations made to an inspector under the Act; and
- not require an intention to gain an advantage or cause a detriment, but instead require that a written or oral statement is false or misleading in a material particular.

Further, as recommended by the LGWP (topic 10.1), the corruption and 'abuse of office' offences in the *Northern Territory Criminal Code* that apply to public servants will also apply to council staff.

Service of documents

The legislation will clarify that councils may serve notices electronically where the recipient has consented to the particular means of electronic communication. (See LGWP recommendation at topic 6.3.)

Local Government (Accounting) Regulations

Financial administration

To reduce red tape, the new legislation will specify that an accounting and policy manual must include (but is not limited to) the following:

- the council's accounting policies and procedures;
- the council's internal control policies and procedures;
- the council's fraud protection plan;
- a statement of the duties and responsibilities of the CEO and other officers;
- details of all delegations; and
- any other information required in a guideline issued by the Minister.

This is less prescriptive than current regulation 9(2).

Budget and allocation of money

Currently the Regulations provide that a council must not budget for a deficit and that a deficit occurs if overall expenditure for a financial year (disregarding depreciation) exceeds income. LGAAC have recommended that the depreciation exception be extended to all non-cash expenditure.

Even if LGAAC's recommendation is taken up, this may not remove the potential issue where a council receives grant funding at the end of a financial year but does not expend some or all of the funds until the next financial year. The Australian Accounting Standards generally require the funds to be recognised as income in the year they are received. This can create a situation where a council will have a deficit in a year because it expends funds carried forward from the previous year.

In order to address such situations and to broaden the depreciation exception when calculating overall expenditure in a financial year, it is intended to expand the exception to include depreciation, amortisation, asset write downs and the expenditure of carried forward tied grant funding.

It is intended that the restriction under regulation 14 regarding allocation of money will be replaced by a restriction to the effect that a council cannot allocate (commit) money that has not been budgeted for in an adopted or amended budget, unless the expenditure:

- has been approved by council resolution; or
- is within the terms of a grant accepted by council or its delegate (and such spending is reported to council at the earliest opportunity); and

- the budget is adopted or amended at the earliest opportunity.

LGAAC also recommended that another exception should be where the expenditure was within the terms of a commercial contract entered into by council (and such spending is reported to council at the earliest opportunity). A council may resolve to try and enter into a contract and to expend money in the event that the contract is entered into. Expenditure not resolved by council or outside of a budget approved by council should be minimised as far as possible. For those reasons, it is not intended that a 'contract exception' be created.

With the above restrictions in place, the requirement that unbudgeted spending does not exceed 25 per cent of expected budgetary provision will be unnecessary. Accordingly, it is intended that this requirement will be removed.

Annual financial statement

In order to reduce red tape, it is intended that the current requirements for a council's annual financial statement will be replaced and a council's annual financial statement will have to:

- comply with the Australian Accounting Standards;
- include rates collected; and
- state the nature (capital or operating) and amounts of grants and subsidies received and identify the grantors.

Financial reports to council

Currently, the financial report that the CEO must lay before a meeting of council (or a council finance committee) each month requires, among other things, a statement of the debts owed to council and an indication of the age of the debts. There is no requirement that the debts owed **by** council are included in the report. To enhance transparency, it is intended that the monthly report must include the following information about debtors and creditors:

- total debts owed to council (other than rates) categorised by age – 30 days, 60 days and 90 or more days;
- total rates owed to council categorised by financial year (e.g. 2014-15, 2015-16, 2016-17); and
- total debts owed by council categorised by age – 30 days, 60 days and 90 or more days.

Authorised accounts and expenditure

Cheques issued on behalf of council must be signed by at least two people and electronic disbursements from an authorised account of council must be processed by at least two people.

The legislation will provide that the CEO is authorised to sign cheques and process electronic disbursements. The CEO, rather than council, will be responsible authorising other council staff members, or staff members of a subsidiary, to sign cheques and process electronic disbursements. In the event that a staff member of a subsidiary has been authorised by the CEO for this purpose, any cheque signed or electronic disbursement processed by that person must also be signed or processed by the CEO or an authorised member of the council's staff.

The intended changes are similar to the recommendation of the LGWP (topic 11.6) but also allow for a staff member of a subsidiary to assist a council in making payments.

Property

The legislation will explicitly require councils to undertake regular stocktakes of council property, ensuring that all categories of council property are the subject of a stocktake at least once every three years.

Quotations and tenders

LGAAC has recommended that the threshold value of a supply where a council must obtain tenders be increased from over \$100 000 (including GST) to over \$150 000 (excluding GST).

The legislation will provide that where supplies have a value over \$100 000 (including GST) but under \$150 000 (including GST), a public quotation process will be required. Where supplies have a value over \$150 000 (including GST), a council must obtain tenders.

Local Government (Administration) Regulations

Confidential information

As recommended by the LGWP (topic 3.7), classes of confidential information for council meetings will include advice in anticipation of litigation or advice that would otherwise be privileged from production in legal proceedings on the ground of legal professional privilege.

Local Government (Electoral) Regulations

Tied candidates

To minimise instances where lots are drawn to decide the outcome of an election, where two candidates remain in the count and have the same number of votes, all preceding counts/transfers will be able to be used to determine which candidate is elected (i.e. the candidate with larger number of votes at last count or transfer is elected, if votes are even at that last count/transfer then the second to last count/transfer can be used, and so on).

Death of a candidate

Currently if any candidate dies before polling day, a vote for the deceased candidate is distributed to the candidate next in order of the voter's preferences on the ballot paper. There is always a possibility that someone may not have stood as a candidate because of the popularity of the deceased candidate who was running, particularly where the deceased candidate was running for the principal member position.

As recommended by the LGWP (topic 9.2), if a principal member candidate dies after nominations are declared and prior to the declaration of results, the election for the principal member will fail and a new election will be held.

Postal voting

In order to maximise opportunities to vote in council elections, it is intended to extend the deadline to receive postal votes by one week, until the second Friday after polling day.

How to have your say

The general public, local government sector and other industry sectors are encouraged to provide written comments on any of the intended content for the new Act. Please provide any comments by 24 June 2016. Comments may be emailed to localgovernment.dlgcs@nt.gov.au.

Should you require further information in relation to this consultation paper, please contact Hugh King, Manager Legislation and Policy Projects by email (hugh.king@nt.gov.au) or telephone (08 8995 5118).

Appendix A – Recommendations of the Local Government Working Party

Introduction

To commence the review of the *Local Government Act* (the Act), in late 2014 the Department of Local Government and Community Services (DLGCS) invited submissions from stakeholders and the general public on changes to the *Local Government Act* to ensure it is working effectively for the benefit of local people and the sector generally. The initial cut-off date for submissions was 30 April 2015 but late submissions have been accepted.

The Local Government Working Party (LGWP) was established with representation from regional and municipal councils, the Local Government Association of the Northern Territory (LGANT) and DLGCS staff with responsibilities for local government.

The LGWP made recommendations to DLGCS and the Minister regarding possible changes to the Act on all the topics it considered. All the recommendations of the LGWP are set out within this document.

Working Party Members¹

Chair: Damien Ryan (President – LGANT; Mayor – Alice Springs Town Council)

Brendan Dowd (CEO – City Of Darwin)

Chris Kendrick (Director Corporate Services – MacDonnell Regional Council)

Tony Tapsell (CEO - LGANT)

David Willing (Executive Director Local Government – DLGCS)

Lee Williams (Director Legislation and Policy – DLGCS)

Nathanael Knapp (Regional Manager, Big Rivers Region – DLGCS)

Hugh King (Manager Legislation and Policy Projects – DLGCS)

Recommendations

Topic 1: Conflict of Interest

1. A register of council members' interests must be kept. This would involve an annual return by members. The register must be available to the public but would not have to be on a council's website.
2. A register of relevant gifts and benefits must be kept that is separate to the register of council members' interests.
3. Councils must have a policy on gifts and benefits that, among other matters, differentiates between what is given to a member for the council and what is given to a member as a gift or benefit to that member. The Act or Regulations must include the parameters of that policy to give councils some guidance.

¹ Some members were represented by proxy at one or more meetings.

4. Responsibility for declaring a conflict of interest during a meeting or on specific occasions must remain with the individual member.
5. Where a member is required to leave a meeting due to a conflict of interest, the member must leave the meeting without making statements or answering questions regarding the matter in which they have a conflict.
6. The following categories of interest must be used to determine what interests should be declared by members of councils, local authorities, council committees or local boards:

Direct interest – occurs when the member is likely to be directly affected if the matter is decided in a particular way.

Example: a company controlled by the member is tendering for a contract being discussed by council.

Indirect interest by close association – occurs if an associate of the member has a direct or indirect interest, or a resident of the member's household has a direct interest.

Example: the member's sibling is suing council and council is considering whether to settle the matter.

Example: a resident of the member's household is tendering for a contract being discussed by council.

Indirect financial interest – occurs if the member is likely to receive a benefit or incur a loss because another person has an interest.

Example: the member has shares worth \$5 000 in a company that is tendering for a contract being discussed by council.

Indirect interest because of conflicting duties – occurs if the member is a director, partner, agent, trustee or employee of a person or entity (including a non-profit) that has a direct interest.

Example: the member is a director of a non-profit entity that is seeking a sponsorship or donation being discussed by council.

Example: the member is a director of a non-profit entity that is tendering for a contract being discussed by council.

Indirect interest because of a gift – occurs if the member received a gift of more than trivial or nominal value in the last 3 years from a person with a direct interest.

Example: the member recently received a gift of 5 boxes of chocolates from a local business operator who is negotiating a lease of a property from council.

Topic 2: Council as a Body Corporate

1. Ministerial approval is required before a council can form or participate in a corporation, partnership or other trading body.
2. Current restrictions on changes to the constitution of a local government subsidiary must be maintained.
3. The constitution of a local government subsidiary must provide that its liabilities are guaranteed by the constituent council or councils.
4. The power to adopt or amend a budget must not be able to be delegated.

5. The Act must ensure that delegation and sub-delegation powers are clear.

Topic 3: Council Meetings

1. The maximum period for holding a meeting after a general election must be extended to 21 days, which aligns with the current meeting postponement provision.
2. Frequency of meetings must remain at a minimum of one in every two months.
3. The rule that a member present at a meeting (including the chair) must exercise his or her vote should not be changed.
4. A notice convening an ordinary council meeting (including the agenda and relevant business papers) must be published on the council's website and be accessible at the council's public office at least two business days before the meeting. For example, the legislation should ensure that for a Tuesday meeting, the papers are required to be accessible on the Friday before the meeting.
5. If a council intends to close a portion of a meeting to discuss confidential business, the agenda for that meeting must identify the type of matter that is to be discussed in the closed portion of the meeting. Publicly available minutes for that meeting must specify the type of confidential business discussed, which particular section of the legislation was relied upon to keep the matter confidential and why it was in the public interest for a portion of the meeting to be closed. Minutes must still be kept in respect of the confidential business but the confidential portion of the minutes is not to be publicly available.
6. There must be a review period, at least once a year, for maintaining the confidentiality of the information included in the confidential business section of meetings in accordance with council policy. For example, contracts and agreements may lose confidentiality over time but information on financial hardship of ratepayers would generally remain confidential.
7. Classes of confidential information must also include advice in anticipation of litigation or advice that would otherwise be privileged from production in legal proceedings on the ground of legal professional privilege.
8. There are not to be motions of no confidence.

Topic 4: Code of Conduct

1. The current disciplinary proceedings must be replaced with the following processes:
 - a. Complaints must initially be directed to the relevant council. The Council would seek to resolve the matter.
 - b. If the Council cannot resolve the matter or wishes not to, the Council can refer the matter to LGANT.
 - c. LGANT would have a panel constituted of representatives of the Department of Local Government and Community Services, The Department of the Attorney-General and LGANT. The LGANT panel may:
 - reprimand a person;
 - order a person to attend training, mediation or counselling (at the council's expense);
 - order a person to make an apology; and/or

- refer the matter to the Department if it is an appropriate matter for an investigation under section 208 of the Act.
 - d. If a person does not comply with an order from the LGANT panel, the matter may be referred to NTCAT, which may make any order that could be made by the LGANT panel and may also order that the member be suspended or dismissed.
2. Councils must have a code of conduct complaint resolution policy.
 3. To encourage consistent disciplinary processes and outcomes throughout the Territory, the Act must prescribe a code of conduct that applies to elected members of all councils without modification. The code prescribed should be substantially the same as the existing code in schedule 2 of the Act.

Topic 5: CEO

1. Council CEOs and senior staff who report directly to the CEO must complete an annual declaration of interests, using a prescribed form similar to that used by Northern Territory Public Sector CEOs and executives. The current requirement to disclose conflicts of interest must remain. These interests and conflicts must be recorded on a non-public register.
2. Council CEOs must be required to ensure that spending does not exceed the budget adopted or amended by council. This clarifies current practice.
3. Instead of being required to appoint staff in accordance with a staffing plan, a CEO must be required to keep council expenditure on staff within an approved staffing budget, as well as having to keep other expenditure within an approved non-staffing budget (all other operational and capital expenditure). A council must also be required to have a remuneration policy that covers all council staff.
4. Regulations or guidelines under the Act must set out compulsory due diligence steps that must be undertaken before a CEO can be appointed, including, but not limited to:
 - a. written references covering a shortlisted applicant's past three years of work history must be obtained from the applicant's manager or supervisor;
 - b. positions must be advertised externally;
 - c. qualifications and professional memberships must be verified; and
 - d. a criminal history check must be conducted.
5. Contracts for new CEOs must include a probation period and a review of the CEO's performance must be undertaken before the end of the probation period. A CEO is to be set performance criteria for his or her probation period and the review of the CEO must consider his or her performance against those criteria. The review must be undertaken by a panel that includes a person independent from council (unless the Department approves an exemption). The person independent from council on the review panel must be approved by LGANT.

Topic 6: Rates

1. The definition of 'mining tenement' should be amended to align with the *Mineral Titles Act*.
2. There must not be any exemption from rates for land used for residential purposes by a charity or public benevolent institution. "Non-commercial purpose" in section 144(1)(f) should be clarified and tightened.

3. The Act should expressly clarify that councils may serve notices electronically where the recipient has consented to the particular means of electronic communication.
4. The LGWP did not reach a consensus regarding conditional rating, however the following recommendations were supported by a significant number of the LGWP members:

Conditional rating must be removed and all rateable land must be subject to general and special rates.

In the event that conditional rating remains, where land is held under a pastoral lease or mining tenement but is used for two or more different purposes, including a commercial activity that is not pastoral or mining, the land is to be rateable rather than conditionally rateable.

6. The public must continue to be able to obtain copies of all or part of the assessment record and council may charge a fee for the provision of this service. No fee is to be payable for obtaining copies of part of the record for land by:
 - an owner, occupier or lessee of the land or of adjoining land;
 - an agent of an owner, occupier or lessee of the land or of adjoining land; or
 - a Territory Government agency.

Councils must redact personal information (name, contact details, postal address, etc.) from copies of the record unless:

- the person seeking the copy of the record is an owner, occupier or lessee of the land; an agent of an owner, occupier or lessee of the land; or a Territory Government agency; or
- for any other person, that person makes a written application in the form of a statutory declaration and provides a legitimate reason for wanting the personal information. For example, if an applicant wanted the personal information for marketing reasons, this would generally be legitimate, i.e. not illegal. However, if the applicant did not provide a reason or provided a reason which raised concerns of illegality (e.g. violence against a former partner), council would have the discretion not to release the personal information.

A council's decision not to provide requested personal information would be a reviewable decision.

The ability for someone to require that their name and address is suppressed must be retained.

7. Councils must not have rate increases capped.
8. Councils' existing ability to declare special rates at any time must remain.
9. A Council must rate all rateable land within its area.

Topic 7: Meetings of Local Authorities, local boards and council committees

1. Guideline 8 should be amended so that local authorities only have to meet a minimum of four times per year.
2. Principal members and ward members are not to automatically be local authority members. A council must appoint one or more elected members to the local authority. A quorum is the majority of appointed members.
3. The local board concept should not be limited to municipal or shire councils only and should be extended to regional councils.

4. Recommended amendments to the conflict of interest provisions for council members (annual disclosure of all interests, etc.) are not intended for members of local authorities, local boards or council committees. Otherwise, unnecessary red tape could be created. Accordingly, current conflict/disclosure of interest requirements in the Act must continue to apply to members of local authorities, local boards or council committees. However, the Act must clarify that these are minimum standards. For example, in the event that a council wanted to impose stricter requirements for members of a particular committee, such as requiring full disclosure of interests by the committee members, it would be free to do so.
5. All local authority members should be paid the same allowance for attending meetings, irrespective of any employment they have.

Topic 8: Terms and Conditions of Membership

1. Members' allowances must be set by the Remuneration Tribunal established under the *Assembly Members and Statutory Officers (Remuneration and Other Entitlements) Act*.
2. A member must be disqualified if they are disqualified from managing a corporation under the *Corporations Act 2001* (Cth).
3. Disqualification for having an outstanding debt due and payable to council for six months is not to be triggered unless the debt is evidenced by a court order, i.e. a judgment debt. This applies for any type of debt to council (not just rates and surcharges).
4. Suspended members must not be paid allowances.
5. Council members must complete specified training after each general election. For a member who is elected through a by-election, the training must be undertaken within 12 months of election. The training could cover topics such as: roles and responsibilities of elected members; relationships with other members, CEO and council staff; council finances and budgets; conflicts of interest; effective meetings; and other relevant topics. Recognition of prior learning (education or work experience) would be given.
6. Councils must have a professional development policy for members.
7. A council member must be able to give up to three months' notice when resigning. A by-election could be called within the period of notice, provided the polling day is after the notice period expires.
8. If a member is convicted of an offence and is not sentenced to a term of imprisonment for one year or more and automatically disqualified under section 37(1)(c), a decision about whether the conviction makes that member unfit for office should be made by the Northern Territory Civil and Administrative Tribunal (NTCAT).

If NTCAT dismisses a member it must have the ability to disqualify that person from being a council member for up to five years.

Topic 9: Elections

1. Representation reviews must be conducted by the Electoral Commission and final determinations made by a panel that includes the Electoral Commissioner (as chair and having a casting vote), the Surveyor-General, the Auditor-General and a representative of LGANT. The issues for the panel to consider must be set out within the Act.
2. An election for a principal member must be deemed to fail if a principal member candidate dies after nominations are declared and prior to the declaration of results.

3. The Northern Territory Civil and Administrative Tribunal must have wide discretionary powers where an elected candidate is declared ineligible after an election. Such powers should be clearly identified in the Act. This would include the ability to order that votes be recounted and that a vote for the ineligible candidate be distributed to the candidate next in order of the voter's preferences on the ballot paper.

Topic 10: Offences

1. The corruption and 'abuse of office' offences in the Northern Territory Criminal Code that apply to public servants must apply to council staff.
2. The offence for making a misleading representation must:
 - extend to representations made to local authorities;
 - extend to representations made to an inspector under the Act; and
 - not require an intention to gain an advantage or cause a detriment, instead require that a written or oral statement is false or misleading in a material particular (or words of equivalent effect).

Topic 11: Miscellaneous

1. If a quorum is not present for a meeting of a council, council committee, local board or local authority within 30 minutes after its scheduled start time, the meeting must be able to be postponed to a time later that day by:
 - a. the Chair;
 - b. if the Chair is not present, the majority of members present; or
 - c. if no members are present, the CEO or someone authorised by the CEO.

Reasonable efforts must be made to notify all members of the new meeting time. If a meeting is not held later that day, existing requirements apply and the CEO is responsible for postponing the meeting to a time within the next 21 days.

2. A council must be wholly responsible for commencing civil proceedings to recover its own loss.
3. The Department must not make a decision, for the purpose of allowing a council to surcharge a person, about whether it is satisfied that a person acted dishonestly or illegally. Where it is suspected that a council has suffered a loss due to dishonesty or illegality, a court or tribunal must find that the allegation is proved before a person is held liable for a council's loss.
4. Territory councils' existing powers to enter property must not be expanded.

As there is a significant risk that a definition could limit the powers in an emergency situation, the word 'emergency' must not be defined.

5. For a new council, the Minister must be able to appoint an official manager who will act as the council until the results of the first election are declared. The polling day for the first election must be set by the Minister and occur within 12 months of the council being established.
6. Authorisations by a council under regulation 20 of the *Local Government (Accounting) Regulations*, to sign cheques or process electronic disbursements on council's behalf, are to be given to the CEO and council staff, not elected members. The CEO is to be automatically authorised and the CEO, rather than council, must be responsible for other authorisations.

Appendix B – Local Government Accounting Advisory Committee Recommendations

Information about LGAAC

The Local Government Accounting Advisory Committee (LGAAC) is established under the Local Government (Accounting) Regulations. Its role is to provide advice to the Minister and DLGCS on:

- contemporary financial management and accounting practices relevant and appropriate to local government; and
- appropriate legislative changes necessary to improve standards of local government financial management and accounting.

Current members of LGAAC are:

- Chair: Chris Kendrick (MacDonnell Regional Council)
- Deputy Chair: Miles Craighead (City of Darwin)
- Tony Tapsell (LGANT)
- Diana Leeder (City of Darwin)
- Greg Arnott (Roper Gulf Regional Council)
- Lawrence Autencio (Merit Partners)
- Matthew Kennon (Merit Partners)
- Muhammad Waqas (West Arnhem Regional Council)
- Meeta Ramkumar (DLGCS)
- Jocelyn Nathanael-Walters (DLGCS)

Recommendations

Membership of LGAAC

LGAAC should have:

- 2 members appointed by the Department who are employees of the Department and responsible for local government;
- 2 members appointed by LGAAC with suitable accounting qualifications;
- 2 members appointed by LGANT;
- 2 members appointed by Local Government Professionals NT Incorporated (formerly Local Government Managers Australia); and
- up to 2 further members appointed by the Minister who work in local government.

In the event that the above recommendation is not accepted, LGAAC's alternative recommendation is that no change should be made to the current membership structure.

LGAAC should appoint its own chair every 12 months, with an existing chair able to be re-appointed.

The appointment process for LGAAC members should reflect the streamlined process used for the Local Government (Administration and Legislation) Advisory Committee and ensure a balanced mix between representatives from regional or shire councils and representatives from municipal councils.

Prescribed reporting formats

Council annual financial statements should:

- comply with the Australian Accounting Standards;
- include rates levied; and
- state the nature (capital or operating) and amounts of grants and subsidies received and identify the grantors.

Other requirements in regulation 15 should be removed. The ABS Local Government Purpose classification information would still be required to be provided to the NT Grants Commission but does not need to be part of the annual financial statement (noting that the accounting standards still require function reporting).

Accounting policy manual

Instead of the list of requirements set out in regulation 9(2), the regulations should require that a council must maintain an accounting and policy manual that conforms to the minimum standards in any relevant Minister's guideline issued by the Department.

Finance committee meetings

Where a council normally meets monthly but its monthly meeting is postponed to another month or cancelled, there should not be any compulsory requirement that the council have a finance committee meet during that month.

Allocation of money

The current requirement that a council must adopt a budget for a financial year by July 31 of the financial year should not be changed.

The restrictions under regulation 14 should be replaced by a restriction to the effect that a council cannot allocate (commit) money that has not been budgeted for in an adopted or amended budget, unless the spending:

- has been approved by council resolution;
- is within the terms of a grant accepted by council or its delegate (and such spending is reported to council at the earliest opportunity); or
- is within the terms of a commercial contract won by council (and such spending is reported to council at the earliest opportunity).

The requirement under regulation 14(2) that unbudgeted spending does not exceed 25 per cent of expected budgetary provision should be removed.

Stocktake of property

Councils should carry out regular stocktakes of council property, ensuring that all categories of council property are the subject of a stocktake at least once every three years.

Tendering and procurement

Tenders should be invited for a contract over \$150 000 (GST exclusive). The regulations should indicate that the amount is GST exclusive.

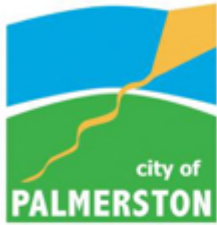
Written quotations should be required for obtaining supplies at a cost of more than \$10 000 (GST exclusive). The regulations should indicate that the relevant amount is GST exclusive.

Deficit budgeting

Non-cash expenditure should not be included in the calculation of a deficit in regards to budgeting.

General instructions

Matters currently covered by general instructions should be included in the Regulations.



Telephone
(08) 8935 9922

Facsimile
(08) 8935 9900

Email
palmerston@palmerston.nt.gov.au

Civic Plaza
1 Chung Wah Terrace

www.palmerston.nt.gov.au

Please include the following reference in all correspondence

ID: BD/ab 30052016-3

15/06/2016

Mr Hugh King
Manager Legislation and Policy Projects
Department of Local Government and Community Services
Northern Territory Government
GPO Box 2850
Darwin NT 0801

Dear Mr King

Submission: Local Government Legislation Consultation Paper

On 18 April 2016, the Department of Local Government and Community Services forwarded a consultation paper entitled ***Proposed Content of New Local Government Legislation***, and invited comment from local governments. As such, the City of Palmerston provides the following comments.

First, congratulations to the review committee on an in-depth, well thought out review of possible improvements to the Local Government Act. Council believes that on the whole they represent improvements should the recommendations be included within legislation, and will be of benefit both to the Northern Territory Government and local government.

In general, Council is supportive of the proposed changes, and believes they will be of benefit to the efficient and effective delivery of local government services across the Northern Territory.

With regards to specific concerns, Council provides the following comments:

1. Representation Reviews (Chapter 3: Planning at the Local Level)

The Department recommends that representation reviews required in Section 23(2) of the Act would be more appropriately conducted by the NT Electoral Commission, with final determinations being made by a panel consisting of a representative of LGANT, the Electoral Commissioner (as chair, with a casting vote), the Surveyor General, and the Auditor General.

City of Palmerston ***does not support*** this change, and believes future recommendations municipal boundaries, wards and the constitution of wards for City of Palmerston ought to remain with those elected to represent the city – being Council.

2. Conditional Rating (Chapter 11: Rates and Charges)

The City of Palmerston ***does not support*** the continued inclusion of conditional rating within the Local Government Act.

The position of the City of Palmerston is that Section 142 be repealed to allow councils to make decisions about all ratable properties in their areas.

3. Disciplinary Proceedings (Chapter 7: Rights and Obligations of Members)

The Department proposes a new process for Code of Conduct complaints to be dealt with, which represents a significant departure from current legislation. From the description provided in the Consultation Paper, it is unclear how procedural fairness is afforded either the complainant (where the majority of Council disagrees with the complaint) or the respondent (where the majority of Council agrees with the complaint), and seeks further clarification as to the manner in which individuals can escalate the complaint to the newly proposed LGANT panel.

Once again, Council commends the comprehensive approach taken by the Department to address areas for improvement within the Act, and Council is supportive of the proposed amendments with the exclusion of the three items identified above.

Should you have any questions regarding this letter, please contact Ben Dornier, Director of Corporate and Community Services, at 08 8935 9922 or ben.dornier@palmerston.nt.gov.au

Sincerely

Ben Dornier
(Acting) Chief Executive Officer
Director of Corporate and Community Services

ITEM NUMBER: 13.1.6

Draft Feral Cat Policy REG02

FROM:

Director of Technical Services

REPORT NUMBER:

8/0914

MEETING DATE:

21 June 2016

Municipal Plan:

4. Governance & Organisation

4.3 People

We value our people, and the culture of our organisation. We are committed to continuous improvement and innovation whilst seeking to reduce the costs of Council services through increased efficiency

Summary:

At the ordinary meeting of council held on 15 March 2016 Council resolved

11.3.1 Animal Management - Cats

THAT Council approve in principle a feral cat euthanasia subsidy for 2016/17 subject to the development of an appropriate policy and procedure.

CARRIED 8/1872-15/03/2016

The following report presents the draft Feral Cat Policy the Feral Cat Euthanasia Declaration Form and recommends a cat trap hire fee and euthanasia voucher value for 2016/17.

RECOMENDATION

1. THAT the Council receives Report Number 8/0914.
2. THAT Council endorses the draft Feral Cat Policy REG02 in Attachment A to Report Number 8/0914 and that the policy be reviewed on a 4 year cycle.
3. THAT the cat trap hire fee for 2016/17 be set at \$30 per month.
4. THAT a redeemable voucher be provided with each months trap hire to the value of \$60 in 2016/17 to assist with veterinary costs.

General:

Attachment A presents the Feral Cat Policy. The Policy links to the National Declaration of Feral Cats as pests. The policy represents a conscious and deliberate action of council to undertake activities to eradicate Feral Cats.

Associated with the draft policy is the Cat Trap Hire Agreement. It is through this agreement that Council will convey the responsibility of humane treatment of trapped animals to the hirer. **Attachment B.** It is recommended that Council consider a cat hire fee of \$30 per month to assist with Euthansia costs.

The Feral Cat Euthansia Declaration Form assures council that trapped animals have been examined by trained veterinarians who can check the nature of the animal as well as the existence of a micro-chip to determine whether the cat is feral or domestic. **Attachment C.**

Financial Implications:

It is recommended that Council charge a \$30 per month fee for cat trap hire and that a voucher to the value of \$60 for assistance with veterinary costs be provided with each months hire.

Legislation/Policy:

Refer to General of this report.

Recommending Officer: Mark Spangler, Director of Technical Services

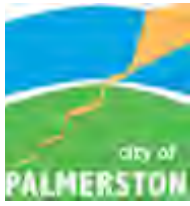
Any queries on this report may be directed to Mark Spangler, Director of Technical Services on telephone (08) 8935 9958 or email mark.spangler@palmerston.nt.gov.au

Schedule of Attachments:

Attachment A: Feral Cat Policy REG02.

Attachment B: Cat Trap Hire Agreement.

Attachment C: Feral Cat Euthansia Declaration Form.



Name:	Feral Cat Policy		
Type:	Council Policy		
Owner:	Director Technical Services		
Responsible Officer:	Director Technical Services		
Approval Date:	[Approval Date]	Next Review Date:	[Next Review]

1 Purpose

This policy sets out Council's position on feral cat control within the Municipality. The policy supports responsible pet ownership.

2 Principles

The City of Palmerston supports the Federal Government's position on controlling feral cat populations in the community.

Council acknowledges that domestic cats are kept by residents as pets. This policy in no way condones the trapping and disposing of domestic cats. All cats trapped in a cat trap will be examined by an appropriately qualified person and determined to be feral or domestic. All domestic cats will be released as soon as practicable at the point of capture or returned to their owners.

Traps are to be managed in a responsible way and all animals captured are to be treated humanely.

3 Definitions

For the purposes of this Policy, the following definitions apply:

Term	Definition
Cat	An animal of the species <i>Felis catus</i> or subspecies <i>Felis silvestris catus</i>
Feral cat	The result of a domestic cat being abandoned or lost and left to fend for itself or a cat born into the wild
Domestic cat	A cat that has been tamed and made fit for a human environment
Cat trap	A device provided by the council for the purpose of trapping feral cats
Micro-chip	An implant of an identifying integrated circuit placed under the skin of an animal.

4 Policy Statement

Council acknowledges the damage and nuisance caused by feral cats in the community. Feral cats can carry infectious diseases which can be transmitted to native animals, domestic pets and humans.

Feral cats are the same species as domestic cats, however they live and breed in the wild, surviving by hunting native wildlife or scavenging.

Feral cats were declared **Pests** at the meeting of Environment Ministers held on 16 July 2015. Ministers endorsed the *National declaration of feral cats as pests*.

Feral cats will only be disposed of in a humane way.

5 Associated Documents

Cat Trap Hire Agreement

Cat Euthanasia Declaration Form

6 References and Related Legislation

Palmerston (Charges) By-Laws

Annual Fees and Charges

CAT TRAP HIRE AGREEMENT

COST OF HIRE	\$30
REFUNDABLE DEPOSIT [by cheque (mailed) or EFT]	\$100

.....
(FULL NAME)

.....
(RESIDENTIAL ADDRESS)

.....
(POSTAL ADDRESS)

I hereby undertake to comply with the following conditions of loan of a cat trap:

- I will advise neighbours that I am trapping and removing cats from my property before I begin trapping.
- The trap is to be used for the sole purpose of the humane capture of cats which are straying onto the hirer's premises.
- The trap is to be used only within the hirer's property boundaries.
- Any feral cat trapped in the Council provided trap will be delivered to a Local Veterinary Clinic or humane society within the shortest possible period of time. Domesticated animals will be immediately be released from the trap. Feral cats are to be euthanized by an appropriately qualified veterinarian or gifted to a humane society if it is considered by the society that training and homing is possible.
- The trap will not be used to capture any animal other than feral cats. However, if another animal should be inadvertently captured, the hirer shall release the animal immediately.
- If the trap is not returned within 30 days a fee of \$30 will apply for every month or part month after the date of return. Payment will be withdrawn from the security deposit.

I accept the full responsibility for any actions taken by me during the loan of the trap and accept full responsibility by indemnifying the City of Palmerston against any actions whatsoever arising from the failure at any time of me observing the above-mentioned conditions.

Should the trap be returned in an unclean or damaged condition, a fee may be deducted from the refundable deposit to cover reasonable cleaning or repair costs.

**I agree to return the trap on or before / / and accept that my deposit will be refunded by cheque through the mail or by EFT (bank transfer).
(Please allow up to (10) ten working days for refund.)**

Signature of Hirer:
.....

Telephone:

(H)

(W)

Witnessed By:

REFUND METHOD:

By Cheque in the Mail ☐

By EFT ☐ (Please Complete the following section)

Bank: **Branch:** **BSB:**

Account No: **Account Name:**

Approval for refund of payment: _____ Responsible Officer Ranger Services

Office Use Only

Trap No.:

Collection Date: / /

Receipt No:

Amount Received:

Return Date: / /

Notes to Hirer

1. It is the hirer's responsibility to humanely dispose of any feral cat caught in the hire trap. This may include the payment of veterinary euthanasia costs.
2. While a voucher for veterinary costs is provided with the hire trap all costs beyond the voucher value are the responsibility of the hirer. The hirer is encouraged to shop around to get the best value vet service prior to setting the trap.
3. A handout is provided to advise neighboring properties that the trapping is in progress.
4. The following veterinary clinics are approved for voucher reimbursement under City of Palmerston Feral Cat Policy.
 - i. University Avenue Veterinary Hospital 08 8931 0455
 - ii. The Ark Animal Hospital 08 8932 9738
 - iii. Palmerston Veterinary Hospital 08 8932 2344

Other clinics may also be approved please check with Council Rangers before setting the cat trap.

FERAL CAT EUTHANASIA

DECLARATION FORM

I _____ being a suitably qualified veterinarian declare
that on ____ / ____ / 2016 I euthanized a cat provided to me by a member of the public and that
in my opinion the cat was feral as defined by the City of Palmerston Feral Cat Policy.

Please accept this declaration as my application for the reimbursement of voucher number

VETERINARY DETAILS

Signed: _____

Name: _____

Surgery Name: _____

Address: _____

ABN: _____

E-mail: _____

REIMBURSEMENT DETAILS

Account Name: Bank: _____

BSB: _____

Account No. _____

PLEASE RETURN COMPLETED FORM TO THE CITY OF PALMERSTON

👤 By Hand: Level 1, Civic Plaza, 2 Chung Wah Terrace, Palmerston

✉ PO Box 1 Palmerston NT 0831

💻 palmerston@palmerston.nt.gov.au

☎ 8935 9922

📞 8935 9900

ITEM NUMBER: 13.1.7 Adelaide 36ers
FROM: Director of Corporate and Community Services
REPORT NUMBER: 8/0915
MEETING DATE: 21 June 2016

Municipal Plan:

1. Community & Cultural Wellbeing

1.1 Healthy Communities

1.1 We are committed to providing quality health and family support services to our community

Summary:

Darwin Basketball Association has written to Council requesting a sponsorship of the 2016 visit by the Adelaide 36ers basketball team to the To End.

RECOMMENDATION

1. THAT Council receives Report Number 8/0915.
2. THAT Council determine to sponsor / not to sponsor the Adelaide 36ers event hosted by the Darwin Basketball Association.

Background:

City of Palmerston has previously sponsored the Adelaide 36ers events in 2014 and 2015. During that time, the events were hosted by NT Basketball Association. Recent changes in professional bodies has meant that Darwin Basketball Association is now responsible for the annual event.

General:

A proposal has been received from Darwin Basketball Association seeking Council to sponsor the Adelaide 36ers event on 16-21 August 2016 (see Attachment 1).

For a sponsorship of \$25,000, they propose to provide the following:

- Wednesday night Palmerston Recreation Centre being the venue for the first NBL Game, this being a free family event
- Game 1 lived streamed to Goyder Park TV – providing a community event setup in Goyder Park
- Running of three clinics at YMCA Rec Centre for various school/community groups based in Palmerston including YMCA
- Scheduled school visits by players and coaches throughout the day
- All female clinic run by two Lightning (WNBL) basketball players

- Sponsored buses for these groups for access to YMCA
- Clinic run specifically for Palmerston Power players
- Exclusive signing and photo sessions with players for Palmerston/Rural school groups at YMCA
- Specialized stall at Palmerston Markets on Friday night including players from three teams
- Having players provide Palmerston City Council with video opportunity for Youtube channel

This report requests Council to decide whether to sponsor the event.

Financial Implications:

\$25,000 from the Events and Promotions budget from the 2016/17 budget.

Legislation/Policy:

FIN18 Grants, Donations, Scholarships and Sponsorships

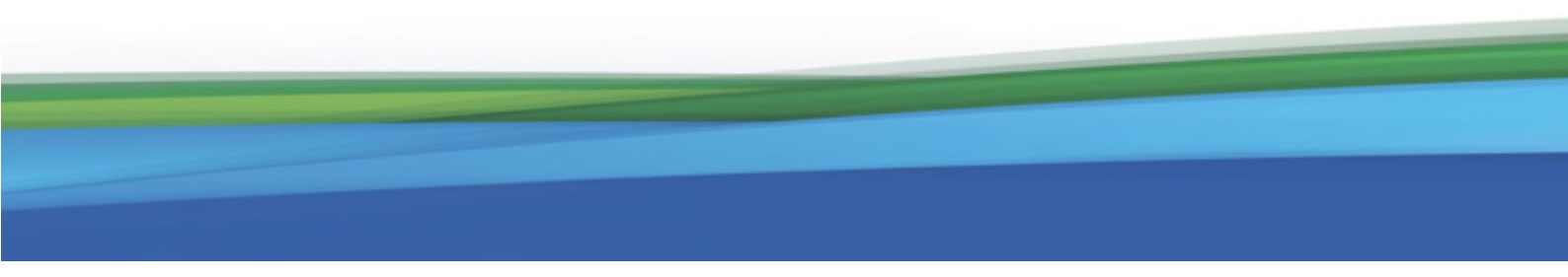
Recommending Officer: Ben Dornier, Director of Corporate and Community Services

Any queries on this report may be directed to Ben Dornier, Director of Corporate and Community Services on telephone (08) 8935 9976 or email ben.dornier@palmerston.nt.gov.au

Author: Ben Dornier

Schedule of Attachments:

Attachment A: Darwin Basketball Association Proposal for Sponsorship



DARWIN BASKETBALL ASSOCIATION AND BASKETBALL NT PROPOSAL FOR SPONSORSHIP

PALMERSTON CITY COUNCIL

OVERVIEW

Darwin Basketball Association and Basketball NT is pleased to submit this proposal for sponsorship to support The Darwin Basketball Association in achieving a Palmerston wing of the competition. We have proposed a three team competition involving professional basketball teams from Australia including; Adelaide 36ers and two other NBL teams. This will be run from the 16th August to the 21st August in which three games will be played between the visiting teams.

The Objective

- #1: Extensive Community Youth involvement through clinics run by professional players held at Palmerston Recreation Centre and Palmerston Local Schools.
- #2: Free admission for game night – held at Palmerston Recreation Centre (Capacity 600)
- #3: Live Streaming of game in Goyder Square – have a family friendly viewing event

The Opportunity

Having three professional basketball teams to provide a service to the Palmerston area through player and coach interaction with youth and greater community. This will promote the vision of youth being active in sports and recreation and community involvement.

OUR PROPOSAL

The Darwin Basketball Association has a proven and well-deserved reputation for quality event management. Our proposal is based on having an exclusive Palmerston wing of the event which will solely provide Palmerston access to all three teams. The proposal includes but is not limited to the following;

- Wednesday night Palmerston Recreation Centre being the venue for the first NBL Game, this being a free family event.
- Game 1 lived streamed to Goyder Park TV – providing a community event setup in Goyder Park
- Running of three clinics at YMCA Rec Centre for various school/community groups based in Palmerston including YMCA
- Scheduled school visits by players and coaches throughout the day
- All female clinic run by two Lightning (WNBL) basketball players
- Sponsored buses for these groups for access to YMCA
- Clinic run specifically for Palmerston Power players
- Exclusive signing and photo sessions with players for Palmerston/Rural school groups at YMCA
- Specialized stall at Palmerston Markets on Friday night including players from three teams
- Having players provide Palmerston City Council with video opportunity for Youtube channel

Timeline for Execution

Key project dates are outlined below. Dates are best-guess estimates and are subject to change until a contract is executed.

Description	Start Date	End Date	Duration
<Project Start>	13/06/2016	21/08/2016	2 Months
<Schedule of School Visits>	13/06/2016	29/07/2016	7 Weeks
<Schedule of Community Based Clinics>	13/06/2016	29/07/2016	7 Weeks

<Stall Setup for Markets>	20/06/2016	29/07/2016	6 Weeks
<Game night Administration>	20/06/2016	05/08/2016	8 Weeks
<Ticketing>	25/07/2016	16/08/2016	3 Weeks

PRICING

The following table details the pricing for delivery of the services outlined in this proposal. This pricing is valid for <## days> from the date of this proposal:

Sponsorship Costs <Palmerston City Council>	Price
<GAME EXPENSES>	\$10,000.00
<PARBA>	\$5,000.00
<TRANSPORT>	\$5,000.00
<COMMUNITY ENGAGEMENT>	\$5,000.00
Total	\$25,000.00

Disclaimer: The prices listed in the preceding table are an estimate for the services discussed. This summary is not a warranty of final price. Estimates are subject to change if project specifications are changed or costs for outsourced services change before a contract is executed.

CONCLUSION

We look forward to the opportunity to work with The Darwin Basketball Association and supporting your efforts to improve the participation rates of youth in sport and recreation. We are confident that we can meet the needs and wants of Palmerston and stand ready to partner with you in delivering this spectacular event.

If you have questions on this proposal, feel free to contact Reece Turner at your convenience by email at operations@darwinbasketball.com.au or by phone at 0417 149 050.

Thank you for your consideration,

Joe Tertzakian – Event Manager

Reece Turner - DBA Basketball Manager/Assistant Event Manager



**CERTIFICATE
OF
APPRECIATION**

Presented To
PALMERSTON CITY COUNCIL

Thank you from the
Committee and Members
for your valued support
ANZAC Day 2016

LEST WE FORGET

**Bill Simpkins
PRESIDENT**