

## CITY OF PALMERSTON

### Notice of Council Meeting

To be held at the Council Chambers, Civic Plaza

On Tuesday, 18 October 2016 at 6.30pm



Ricki Bruhn  
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.

### Acknowledgement of Traditional Ownership

*I respectfully acknowledge the past and present Traditional Custodians of this land on which we are meeting, the Larrakia people. It is a privilege to be standing on Larrakia country.*

## 1 PRESENT

## 2 APOLOGIES

Deputy Mayor Shutt – on council business

### ACCEPTANCE OF APOLOGIES AND LEAVE OF ABSENCE

THAT the apology received by Deputy Mayor Shutt be received and granted.

## 3 CONFIRMATION OF MINUTES

### RECOMMENDATION

1. THAT the minutes of the Council Meeting held Tuesday, 4 October 2016 pages 8701 to 8708, be confirmed.
2. THAT the Confidential minutes of the Council Meeting held Tuesday, 4 October 2016 pages 260 to 261, be confirmed.

## **4 MAYOR'S REPORT**

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4.1 Mayor's Report

M8-30

## **5 REPORT OF DELEGATES**

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

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

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## **8 PETITIONS**

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## **9 DEPUTATIONS/PRESENTATIONS**

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## **10 CONSIDERATION OF MOTIONS FOR WHICH NOTICE HAS BEEN GIVEN**

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## **11 COMMITTEE RECOMMENDATIONS**

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### **11.1 Governance and Organisation**

Nil

### **11.2 Economic Development and Infrastructure**

THAT the minutes from the Economic Development and Infrastructure Committee meeting held on 13 October 2016, be received and noted and that Council adopts the recommendations made by the Committee and accordingly resolves as follows:-

#### **11.2.1 Street Naming, Maluka Views Subdivision**

THAT Council resolve to endorse the naming of the following two streets within the Maluka Views subdivision in Gunn to Place Names Committee:

- (a) Name Road A (as shown on the plan 3853-SK12C in Attachment A) as Thompson Street
- (b) Name Road B (as shown on the plan 3853-SK12C in Attachment A) as Wilson Lane

## **11.2.2 Tender TS2016/09 – Public Place Litter Collection (Roads and Bins)**

1. THAT Council award contract TS2016/09 – Public Place Litter Collection (Roads and Bins) to Akron Group NT Pty Ltd for the amount of \$209,933.84 (GST exclusive).
2. THAT the Mayor and Chief Executive Officer are granted consent to sign and seal all required contract documentation for the contract TS2016/09 – Public Place Litter Collection (Roads and Bins).

## **11.2.3 35m Wide Overhead Electrical Easement on Lot 4192 Archer**

1. THAT Council agrees to the establishment of a 35m wide overhead power easement running along the entire length of the eastern boundary being established on lot 4192 Archer in favour of PowerWater Corporation subject to the payment of \$50,000 ex GST compensation for lost market value and also subject to PowerWater Corporation reimbursing City of Palmerston for payments made of \$313,519.45 (GST inclusive) for street lighting repairs and maintenance charges.
2. THAT the Mayor and Chief Executive Officer be granted consent to sign and seal all easement establishment documentation to establish an easement over lot 4192 Archer for an overhead electrical easement in favour of the PowerWater Corporation.

## **11.3 Community, Culture and Environment**

THAT the minutes from the Community, Culture and Environment Committee meeting held on 5 October 2016, be received and noted and that Council adopts the recommendations made by the Committee and accordingly resolves as follows:-

### **11.3.1 Palmerston Carols 2016**

**CCE/0611**

THAT Council approve the Palmerston Carols 2016 event being held on Saturday 26 November 2016 at the Palmerston Recreation Centre.

### **11.3.2 Goyder Christmas Tree Lighting**

**CCE/0616**

THAT Council approve the 2016 Christmas Tree Lighting event at Goyder Square to be held on Friday 9th December at 6.30 pm.

### **11.3.3 Rainworks around Palmerston**

**CCE/0617**

THAT Council approve the placement of temporary Rainworks messages in Palmerston public spaces.

**11.3.4 Palmerston Animal Management Reference Group Meeting 22  
September 2016**

**CCE/0619**

THAT Attachment B to Report Number CCE/0362 Animal Awareness Day Report be provided to Council for information.

## **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**

<b>12.3.1 Action Report</b>	<b>8/0995</b>
<b>12.3.2 Animal Awareness Day</b>	<b>8/0997</b>
<b>12.3.3 Chief Executive Officer - Recent Activities</b>	<b>8/1004</b>
<b>12.3.4 Community Benefits Scheme - September 2016</b>	<b>8/1006</b>
<b>12.3.5 Technical Services Quarterly Report July - September 2016</b>	<b>8/1007</b>

## **13 DEBATE AGENDA**

### **13.1 Officer Reports**

<b>13.1.1 Affixation of Common Seal - Variation to Crown Lease Term over Lot 4302 Town of Palmerston</b>	<b>8/0996</b>
<b>13.1.2 Liquor Licence Application - Lot 4536 (11) University Avenue, Palmerston - Permanent Variation and Material Alterations to existing Liquor Licence - Arch Rival Bar &amp; Grill</b>	<b>8/0998</b>
<b>13.1.3 TS2016/08 - Civil Works and Miscellaneous Services Period Contract</b>	<b>8/0999</b>
<b>13.1.4 Shared Services Agreement with West Arnhem Regional Council</b>	<b>8/1000</b>
<b>13.1.5 2016 Compliance Review Report</b>	<b>8/1001</b>
<b>13.1.6 Financial Report for the Month of September 2016</b>	<b>8/1002</b>
<b>13.1.7 2016 Northern Territory Disability Services Awards - Request for Attendance</b>	<b>8/1005</b>
<b>13.1.8 Water Tower Feature Lighting</b>	<b>8/1008</b>



## 14 CORRESPONDENCE

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## 15 RESPONSE TO PREVIOUS QUESTIONS TAKEN ON NOTICE

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## 16 PUBLIC QUESTION TIME

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*At the invitation of the Chair*

## 17 OTHER BUSINESS – ALDERMAN REPORTS

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*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

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### 18.1 YMCA Consolidation

**8/1003**

#### RECOMMENDATION

1. THAT pursuant to Section 65 of the Local Government Act, Council orders that the public be excluded from the meeting with the exception of the Chief Executive Officer, Director of Corporate and Community Services, Director of Technical Services and Minute Secretary on the basis that Council considers it necessary and appropriate to act in a manner closed to the public in order to receive, discuss and consider the report and associated documents in relation to confidential agenda item 18.1 YMCA Consolidation and that Council is satisfied that the meeting should be conducted in a place open to the public is outweighed in relation to the matter because receiving, considering and discussing the report and associated documentation involves:
  - (c) information that would, if publicly disclosed, be likely to:
    - (i) cause commercial prejudice to, or confer an unfair commercial advantage on, any person; or

This item is considered confidential pursuant to Regulation 8 (c)(i) of the Local Government (Administration) Regulations.

2. THAT Council orders that the minutes from the Confidential Council meeting held on 18 October 2016, in relation to confidential item number 18.1 YMCA Consolidation the report and associated documents remain confidential and not available for public inspection for a period of 12 months from the date of this meeting or a lesser period as determined by the Chief Executive Officer.

## **19 CLOSURE**

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**ITEM NUMBER:** 4.1 **Mayor's Report**  
**FROM:** Ian Abbott  
**REPORT NUMBER:** M8-30  
**MEETING DATE:** 18 October 2016

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**Summary:**

My report provides Council with an update on recent meetings or events of interest to Elected Members.

**RECOMMENDATION**

THAT Council receives Report Number M8-30.

**General:**

Tuesday, 13 September 2016

- Chaired Special Council Meeting

**Wednesday, 14 September 2016**

- Interview with Channel Nine News

**Sunday, 18 September 2016**

- Attended the VIP Mitchell Street Mile with Athletics NT

**Monday, 19 September 2016**

- Attended the NT Planning Commission's Review of the NT Planning Scheme Performance Criteria Workshop

**Tuesday, 20 September 2016**

- Chaired the Ordinary Council Meeting

**Wednesday, 21 September 2016**

- Teleconference held with Minister Manison
- JP Signing

**Thursday, 22 September 2016**

- Participated in Tunes and Tales at the Palmerston Library
- Participated in the Garage Sale Trail Promotion
- Attended the Palmerston Animal Management Reference Group Meeting

**Monday, 26 September 2016**

- Met with Aidan Geaney, URBEX
- Partaking in Dancing with the Celebrities

**Tuesday, 27 September 2016**

- Met with Mr Iain Summers, External Chair for the Palmerston Risk Management and Audit Committee
- Conducted the Palmerston Citizenship Ceremony

**Wednesday, 28 September 2016**

- Radio Interview with Grassroots
- Radio interview with Radio Larrikia
- Radio Interview with 360
- Met with Luke Gosling, Member for Solomon
- Attended the Risk Management and Audit Committee Meeting

**Thursday, 29 September 2016**

- Attended the Darwin Ecumenical Service for National Police Remembrance Day 2016

**Friday, 30 September 2016 – Monday, 3 October 2016**

- On leave of absence

**Tuesday, 4 October 2016**

- Chaired the Ordinary Council Meeting

**Wednesday, 5 October 2016**

- Attended the Community, Culture and Environment Committee Meeting
- Attended the Multicultural Council of the Northern Territory Certificate Ceremony for participants for the "Passport To Drive" Program

**Thursday, 6 October 2016**

- Radio Interview with Territory FM

**Friday, 7 October 2016**

- Drew the Early Bird Draw Winner

**Saturday, 8 October 2016**

- Attended the Palmerston RSL Youth Vigil for Anzac 2015
- Attended the 46th Anniversary Fiji's Independence

**Monday, 10 October 2016**

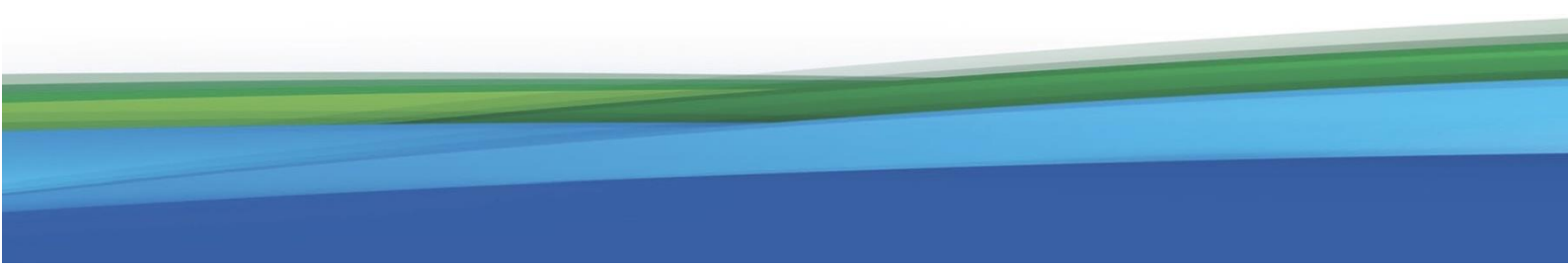
- Participating in Dancing with the Celebrities

**Tuesday, 11 October 2016**

- Participated in the Garage Sale Trail Media Promotion
- Met with Terry Mills, Member for Blain

**Wednesday, 12 October 2016**

- Attended the Smart Cities Round Table



**Forwarding Schedule:**

Scheduled leave of absence dates:-

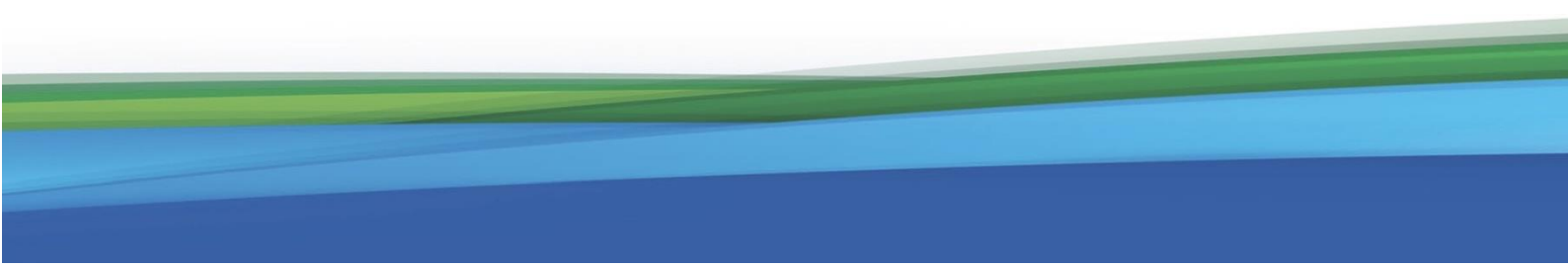
- 10 November (from 4.00pm) to 13 November 2016
- 2 December (from 12.00pm) to 5 December 2016
- 8 December (from 2.00pm) to 11 December 2016
- 23 December (from 12.00pm) to 3 January 2016 (to 12.00pm)

Deputy Mayor Shutt will be Acting Mayor for the dates listed.

**Recommending Officer:** Ian Abbott, Mayor

Any queries on this report may be directed to Ian Abbott, Mayor on telephone (08) 8935 9902 or email [ian.abbott@palmerston.nt.gov.au](mailto:ian.abbott@palmerston.nt.gov.au).

**Schedule of Attachments:** Nil



**ITEM NUMBER:** 12.3.1      Action Report

**FROM:** Chief Executive Officer

**REPORT NUMBER:** 8/0995

**MEETING DATE:** 18 October 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 8/0995.

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.	Scope of works is now complete. Final handover inspection has taken place. We are waiting on asset information and outstanding defects to be attended to
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.
8/1776	8/12/2015	DTS	Goyder Walking Trail	A draft Goyder Walking trail be provided to Council for consideration.	Consultant was commissioned in early June and the study is now being completed over the coming months.

					The completed study will be presented to Council in November 2016.
		DTS	Community Infrastructure Plan	Progress update.	Public consultation has commenced
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.
8/1980	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 November EDI Committee.
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>	Consultation strategy being developed.
8/2084	21/06/2016	DTS	Fencing Playgrounds	<ul style="list-style-type: none"> <li>- THAT a playground risk management policy be developed and all playgrounds be assessed against the future policy.</li> <li>- 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.</li> </ul>	
8/2126	19/07/2016	DTS	City Centre Car Parking	Council endorsed opening a discussion with the NT Government regarding the use of vacant crown land Lot 10027, and the owner of Lot 4273 and other vacant lots for use as formal car parking in the Palmerston City Centre.	Owner of lot 4273 contacted. Layout plan and costing for carpark being commissioned.
8/2130	19/07/2016	CEO	2016 Compliance Review Report	<ul style="list-style-type: none"> <li>- CEO to address the recommended remedial actions and minor items contained in the 2016 Compliance Review Report to the satisfaction of the Department of Local Government and Community Services.</li> <li>- CEO to report back to Council on all actions taken to address</li> </ul>	In progress. Report to Council Meeting scheduled 18 October 2016.



				the issues contained in the Compliance Review Report.	
8/2203 8/2204 8/2207	16/08/2016	DTS	On and Off-Street Car Parking Charges in the City Centre	<ul style="list-style-type: none"> <li>- Stakeholders to be notified of Council's intention to commence charging for parking within the City Centre via the level 2 consultation process.</li> <li>- preparation of drawings and contract documents for the implementation of paid parking in the city centre commence.</li> <li>- charges be included in the Fees and Charges Register for 2016/17 to be applied at a date determined by Council.</li> </ul>	Contract documents being developed.
8/2221	06/09/2016	DCCS	Smart Cities	Report to be brought to Council with options and costings for the development of a digital strategy.	Report being prepared.
8/2225	06/09/2016	DCCS	Thai Temple and NT Thai Association	Council are to further consider the request by Thai Temple and NT Thai Association for land following the completion of the land use plan for Marlow Lagoon and adjoining Crown Land.	Ongoing discussions.
8/2235	06/09/2016	DTS	Proposed Future Multistorey Car Park Lot 10024 and Part Lot 9629 Frances Street, Palmerston City	Council are to continue to pursue the option of including a public car park in the building development on Lot 10024 and neighbouring Lot 9629 with the future owner of Lot 10024.	
8/2252	20/09/2016	DTS	Addition of Colour and Vibrancy to the City Centre	Report to be brought to Council which examines opportunities to add colour by way of lighting, flags, etc. to existing features in and around Goyder Square.	
8/2254	20/09/2016	DTS	Closure of a section of Wallaby Holtz Road in Yarrawonga	CEO to seek consent, pursuant to section 187 of the Local Government Act, from the Minister for Local Government and Community Services and the Minister responsible for the administration of the Control of Roads Act, for the permanent closure of the unmade section of Wallaby Holtz Road (between the Stuart Highway and the intersection with Yarrawonga Road) in Yarrawonga north.	

8/2254	20/09/2016	DTS	Renaming of Miller Court Park, Gunn	Council staff to further investigate and provide a list of names based on the theme plant species of the local area for the Park on Lot 10011 Miller Court, Gunn.	
8/2264	20/09/2016	DTS	Rosebery School – Installation of Two (2) School Crossings on Forrest Parade	Subject to the Rosebery Primary and/or Middle Schools providing a written undertaking to manage the school crossing flags two school crossings be provided on Forrest Parade in the locations discussed in Report Number 8/0984.	
8/2269	04/10/2016	DTS	Goyder Square Shade	Staff to provide a report on current and potential shade options for Goyder Square, including implications and whole of life costings, with this to be submitted to the EDI Committee by the second budget review.	
8/2270	04/10/2016	DCCS	Senior's Centre	Staff to prepare a report to be presented to Council detailing available Community Purpose Land or Crown Land that would be suitable for the establishment of a new dedicated seniors centre.	
8/2276	04/10/2016	DCCS	Senior's Centre Consultation	Council undertake a consultation with Palmerston Seniors Groups and support agencies to establish the potential future facility uses. A report is then to be prepared and presented to Council	

**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](mailto:ricki.bruhn@palmerston.nt.gov.au)

**Schedule of Attachments:**

Nil

**ITEM NUMBER:** 12.3.2 Animal Awareness Day  
**FROM:** Director of Technical Services  
**REPORT NUMBER:** 8/0997  
**MEETING DATE:** 18 October 2016

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**Municipal Plan:**

- 1. Community & Cultural Wellbeing
  - 1.2 Safe Communities
    - 1.2 We are committed to ensuring the safety and security of our community.

**Summary:**

At the Community, Culture and Environment Committee meeting held on 5 October 2016 members of the committee resolved;

- 2. *THAT Attachment B to Report Number CCE/0362 Animal Awareness Day Report be provided to Council for information.*

**CARRIED CCE/0619 – 05/10/2016**

This report presents report number PAMRG3 for Council's information (Attachment A).

**RECOMMENDATION**

THAT Council receives Report Number 8/0997.

**Financial Implications:**

Nil.

**Legislation/Policy:**

Local Government Act (2012)  
Palmerston Animal Management By-laws (2008)

**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](mailto:mark.spangler@palmerston.nt.gov.au)

**Author:** Natasha Clifton, Executive Assistant to the Director of Technical Services

**Schedule of Attachments:**

Attachment A: Report number PAMRG3, Animal Awareness Day.

ITEM NO.           **6.1       Animal Awareness Day**

FROM:               **Director Technical Services**

REPORT NUMBER:   **PAMRG3**

MEETING DATE:     **Thursday 22 September 2016**

Municipal Plan:

**1. Community & Cultural Wellbeing**  
**1.2 Safe Communities**

1.2 We are committed to ensuring the safety and security of our community

Summary:

The PAMRG had requested that the Manager of Regulatory Services research and present the costings to hold an Animal Awareness Day at Marlow Lagoon. The following report presents to the PAMRG, the activity and costings as a result of holding the Animal Awareness Day at Marlow Lagoon on September 11, 2016.

Background:

The PAMRG had expressed that it would like to encourage responsible animal management and good animal health habits by way of an Animal Awareness Day at Marlow Lagoon. This included free micro-chipping for dogs that are registered with Council and free registration and micro-chipping for new dog owners in Palmerston. Final costings for the event are set out in the table below.

General:

The duration of the event on Sunday morning 11 September 2016 at Marlow lagoon Recreation Park was from 8.30am to 12.30pm for approximately 4 hours. There were two local Vet Clinics, being University Avenue Vets and Ark Animal Hospital as well as volunteers from Ark Aid, Wayne's Bitch Boxes and Top End Rehoming Group that assisted in micro-chipping on the day. All 7 Council Ranger Staff members attended to process any new registrations and help coordinate the event. Several shade structures and three booths were set up for dog registrations and micro-chipping.

There were a steady numbers of dogs and dog owners presenting during the day with 54 dogs implanted with microchips and 30 new dog registrations recorded. As an added bonus several dog owners came across from the Marlow Lagoon dog exercise park to have microchip and registration checks carried out on their dogs.

All Micro-chips were supplied by Ark Animal Hospital with any unused chips returned and credited back to Council.

Lions Club of Palmerston attended and hosted a sausage sizzle and food stall to cater for the residents who may bring the family, along with their pet, to the event. The sausage sizzle was complimentary and acted as a reward for those owners that micro-chipped or registered their dogs on the day.

Several photos taken of the event have been included in this report. Please refer to the attachments.

**Estimated Schedule of costings:**

Vets and Vet Nurses	\$350
54 Micro-chips @ \$20	\$1080
Supply of shade structures, trestle tables and chairs	\$2100
Food for approx.100 persons@ \$5 (Volunteers and Staff included)	\$500
<b>Total Cost</b>	<b>Approx. \$4030</b>

Financial Implications:

Nil

Policy / Legislation:

Council has an obligation to comply with contemporary animal management welfare guidelines and promote responsible animal management practices.

**RECOMMENDATION**

THAT the PAMRG receives Report Number PAMRG3.

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](mailto:mark.spangler@palmerston.nt.gov.au).

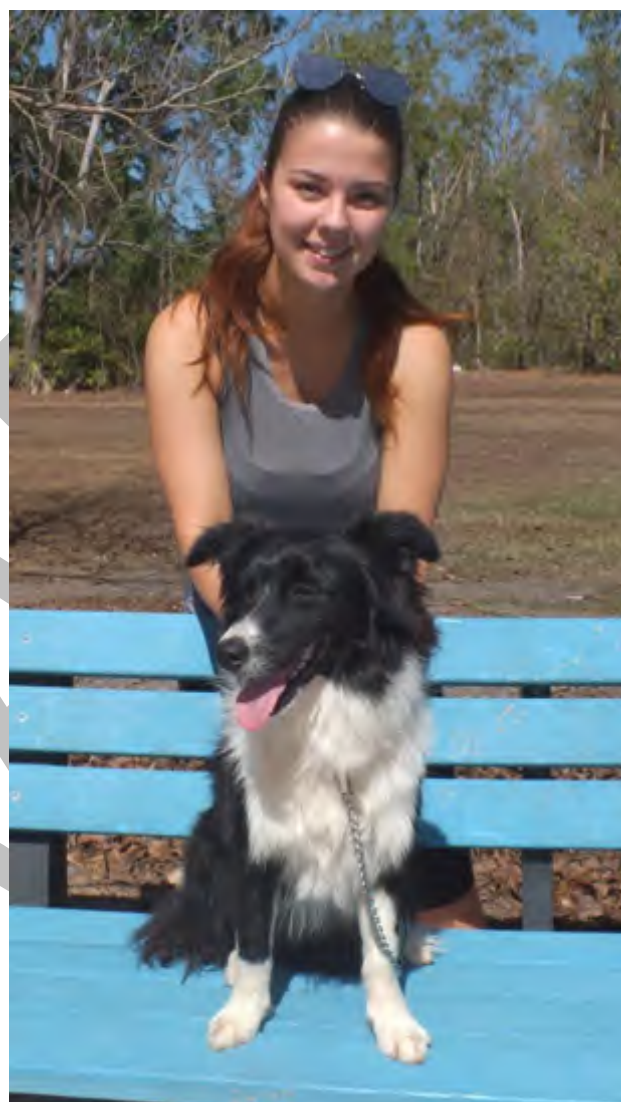
Attachments:











**ITEM NUMBER:** 12.3.3 Chief Executive Officer – Recent Activities  
**FROM:** Chief Executive Officer  
**REPORT NUMBER:** 8/1004  
**MEETING DATE:** 18 October 2016

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**Municipal Plan:**

4. Governance & Organisation

4.1 Responsibility

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:**

To provide a summary of activities recently undertaken by the Chief Executive Officer.

**RECOMMENDATION**

THAT Council receives Report Number 8/1004.

**Background:**

Nil

**General:**

I advise Council of the following activities:-

- 13th – 20th August – I was a member of a delegation from Local Government Professionals Australia which visited Timor-Leste to attend their 5th Conference on Deconcentration, Administrative Decentralisation and Local Government. LG Professionals was officially invited by the Timor-Leste Government to assist their country in developing a new system of local government following the establishment of 12 new municipalities. A large number of meetings and discussions were held with the Central Government and the Dili Municipality to establish the future role that Local Government Professionals will play. This culminated in the signing of the “Dili Declaration” (where all parties will commit to successfully establishing local government) and a Memorandum of Understanding between the Timor-Leste Government and Local Government Professionals Australia. A number of relationships already exist between Timor-Leste and local government in Australia. All costs associated with my attendance at the conference were paid by Local Government Professionals Australia. I have attached photographs from the signing ceremonies.

- 2nd September – The Director Corporate and Community Services and I attended an update meeting with Leah Clifford, CEO Department of Housing and Jim Bamber, Deputy CEO Department of Housing. This meeting was to receive an update on the Housing Strategy Review. During the discussion, it was made clear that the “Joy Anderson Centre” in Palmerston would continue to remain under the ownership of the NT Government.
- 6th – 9th Sept – I represented the National Board at the Local Government Manager’s Australia Queensland conference held at Port Douglas. I gave presentations at both the President’s welcome and during the Annual General Meeting on national local government activities. All costs associated with my attendance at the conference were paid by Local Government Professionals Australia National and LGMA Queensland.
- 19th – 23rd Sept – I represented the National President of Local Government Professionals Australia at the SOLGM (New Zealand Society of Local Government Managers) Annual Summit held in Auckland. I attended several functions and participated on an international local government panel featuring local government practitioners from the United Kingdom, Canada and New Zealand. All costs associated with my attendance at the conference were paid by Local Government Professionals Australia and SOLGM.

Other meetings / functions attended included:-

- 7 July Palmerston Christian School – to discuss the School's future plans for expansion in Palmerston
- 7 July Interviews with tenderers for Stage 1 of the Archer Landfill Rehabilitation
- 8 July Attended the NT Thunder Chairman’s Luncheon as a guest of Inpex
- 11 July Catch up with Ron Sanderson, CEO from the City of Brighton in Tasmania
- 11 July Special Council Meeting
- 12 July Palmerston Regional Business Association function at Club Tropical Resort with Michael Gunner the guest speaker
- 14 July Governance and Organisation Committee Meeting
- 14 July Economic Development and Infrastructure Committee Meeting
- 14 July Local Government Professionals Australia – NT Committee Meeting
- 15 July LG Professionals National Executive Committee Meeting - teleconference
- 19 July Ordinary Council Meeting
- 20 July Interview with Dean Koh from Open Gov Asia in the lead up to the Breakfast Function
- 21 July Special Council Meeting
- 26 July Special Council Meeting
- 28 July Site tour of the Ichthys Project at Blaydin Point arranged by Inpex
- 29 July VIP Breakfast – Transforming Palmerston into a smart city through Digital
- 2 August Manex Meeting
- 2 August Meeting with Statewide Super representatives
- 2 August Ordinary Council Meeting
- 4 August Catch up with the Litchfield Council CEO
- 8 August Palmerston Regional Business Association function at SkyCity with Adam Giles the guest speaker
- 10 August LG Professionals National – Audit Committee Meeting via teleconference
- 11 August Governance and Organisation Committee Meeting
- 11 August Economic Development and Infrastructure Committee
- 12 August TOPROC Meeting
- 23 August Manex Meeting

- 24 August Enterprise Bargaining Agreement discussions with HR staff
- 24 August Alderman Carter's farewell
- 29-30 August LG Professionals Australia – National Board Meeting in Canberra and other meetings with Departments etc.
- 12-16 Sept Annual Leave
- 24 Sept White Ribbon Ball – Darwin Convention Centre
- 27 Sept Australasian Management Challenge – Teleconference Meeting
- 28 Sept Risk Management & Audit Committee Meeting
- 4 Oct Manex Meeting
- 4 Oct Ordinary Council Meeting
- 6 Oct LG Professionals Australia NT – Committee Meeting

**Financial Implications:**

Nil

**Legislation/Policy:**

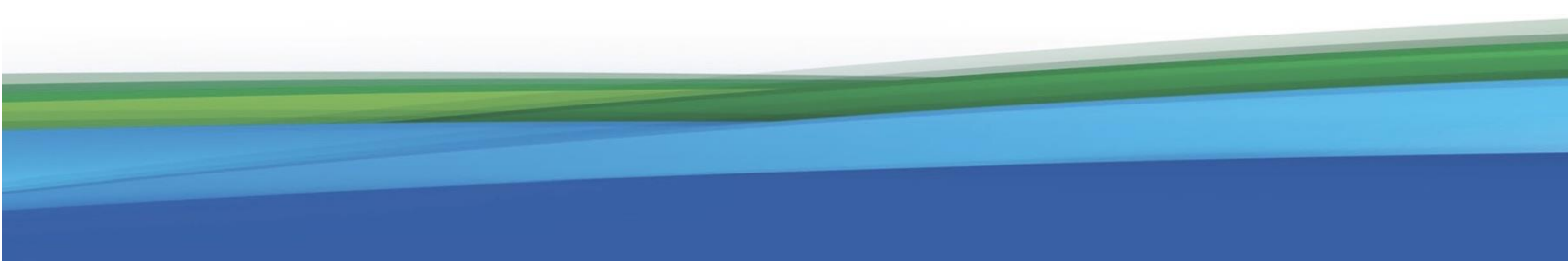
Nil

**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](mailto:ricki.bruhn@palmerston.nt.gov.au)

**Schedule of Attachments:**

Attachment - Timor-Leste 5th Conference on Deconcentration, Administrative Decentralisation and Local Government – Photographs from signing ceremonies.



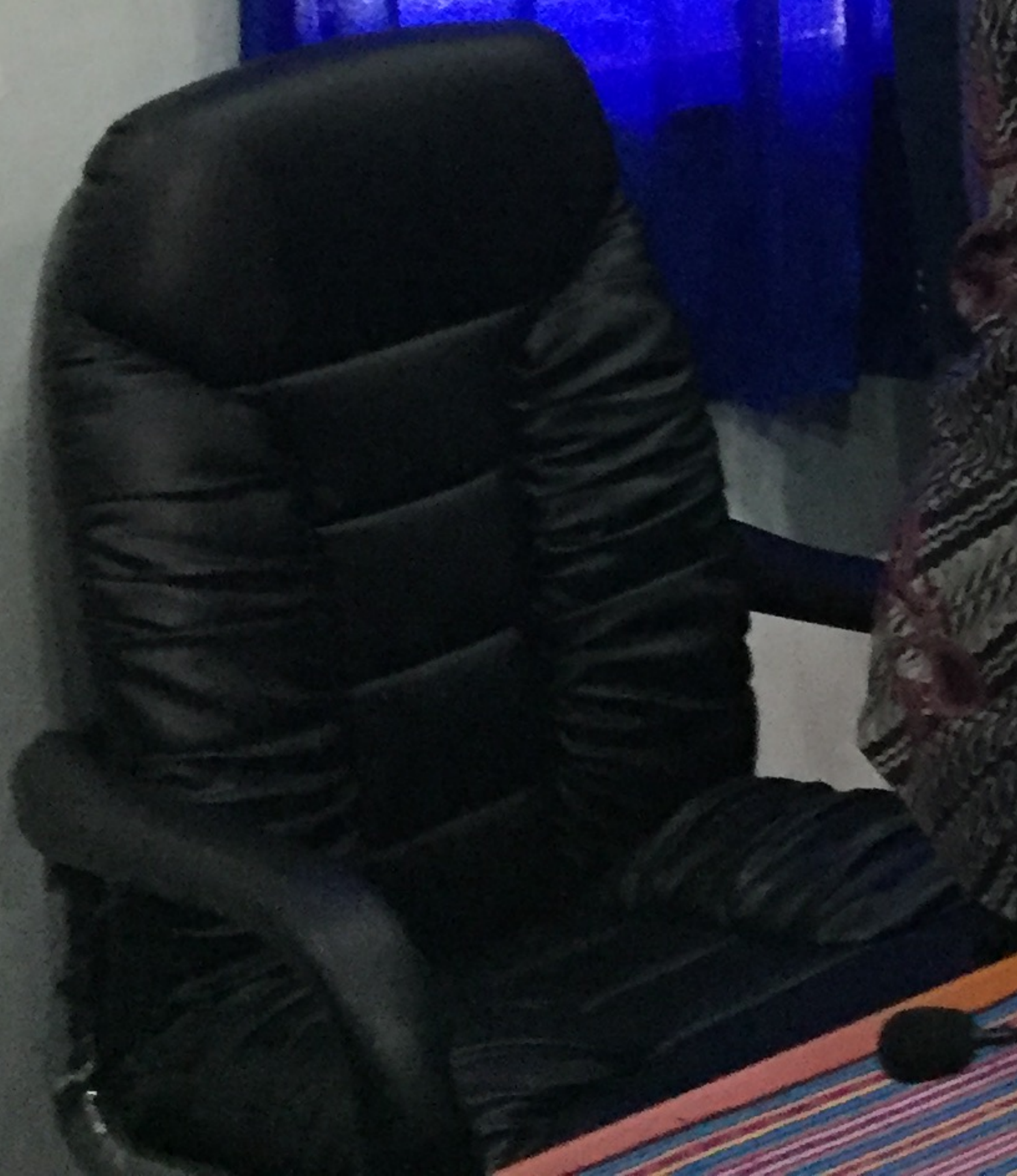
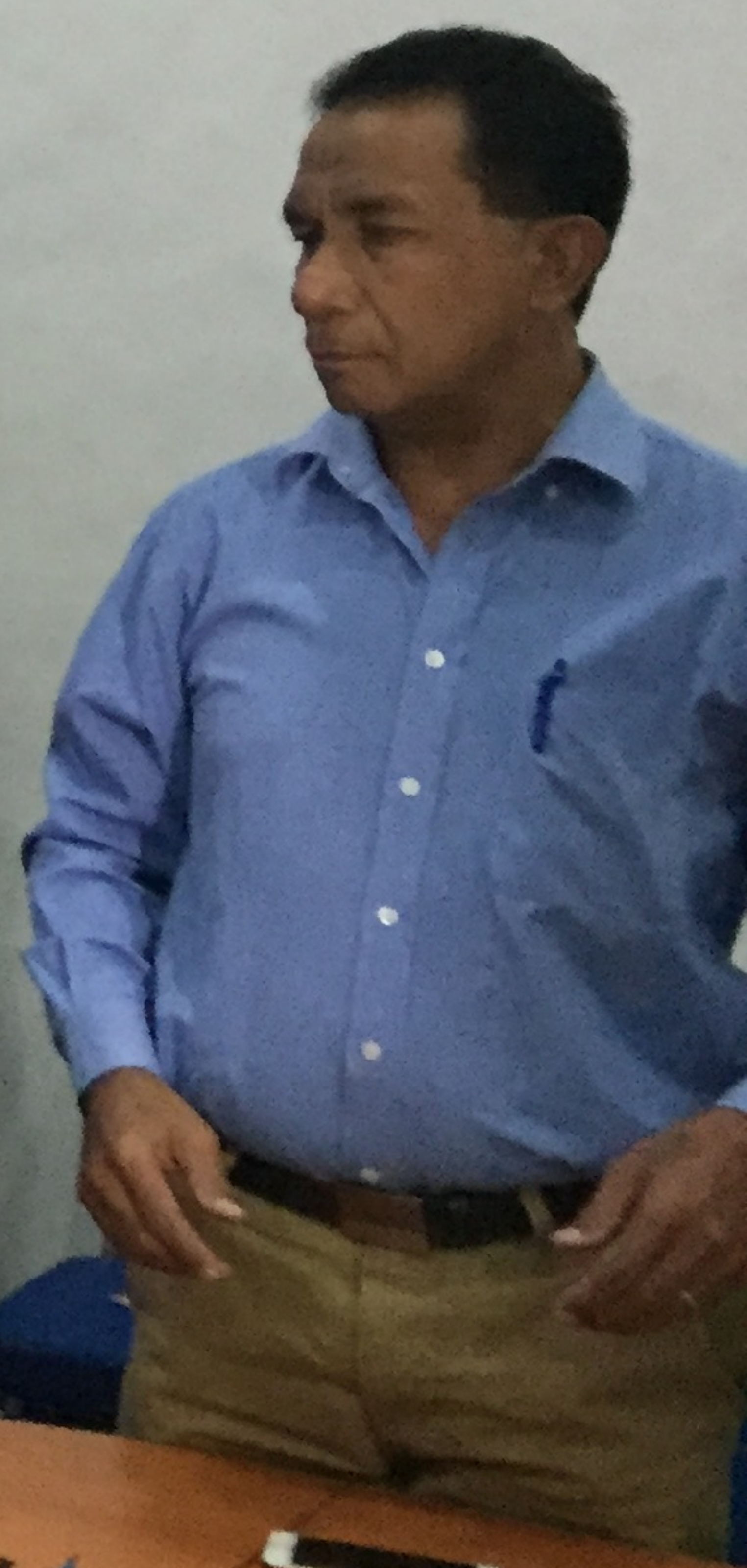
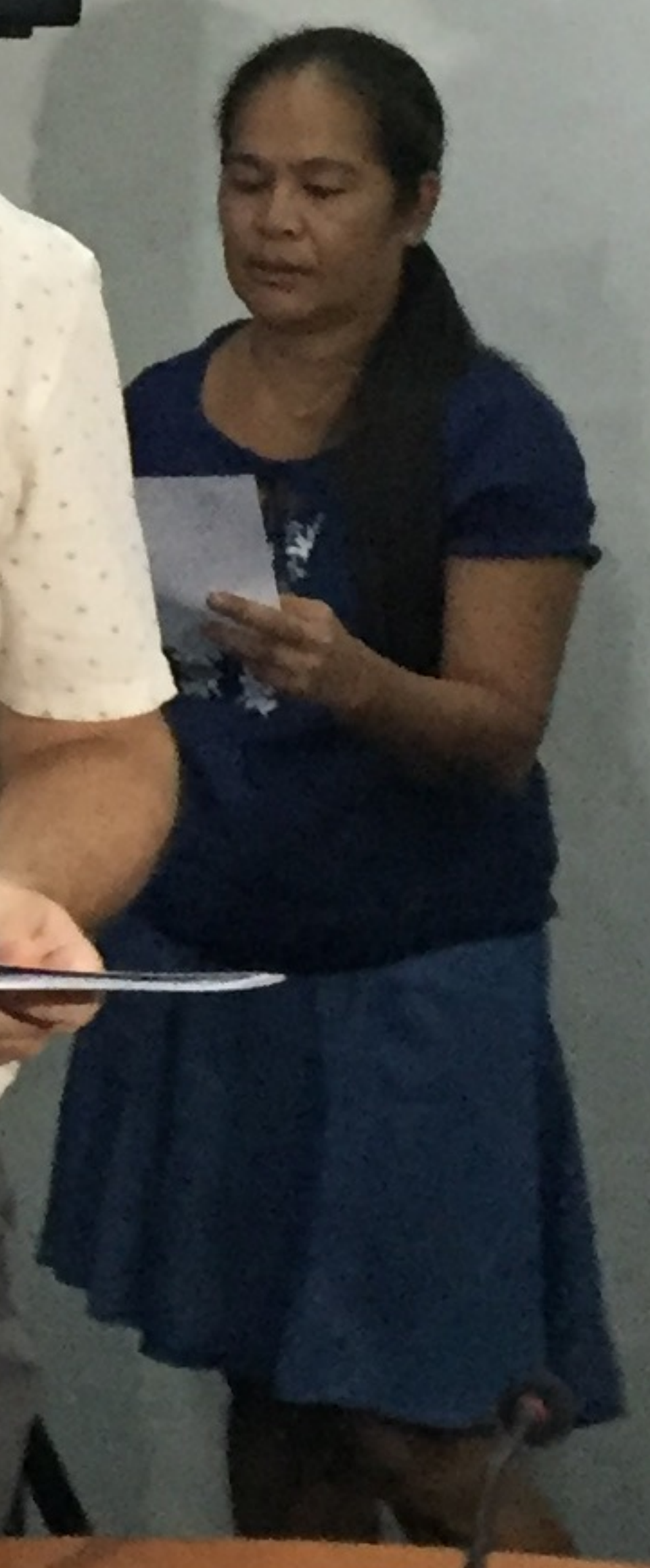
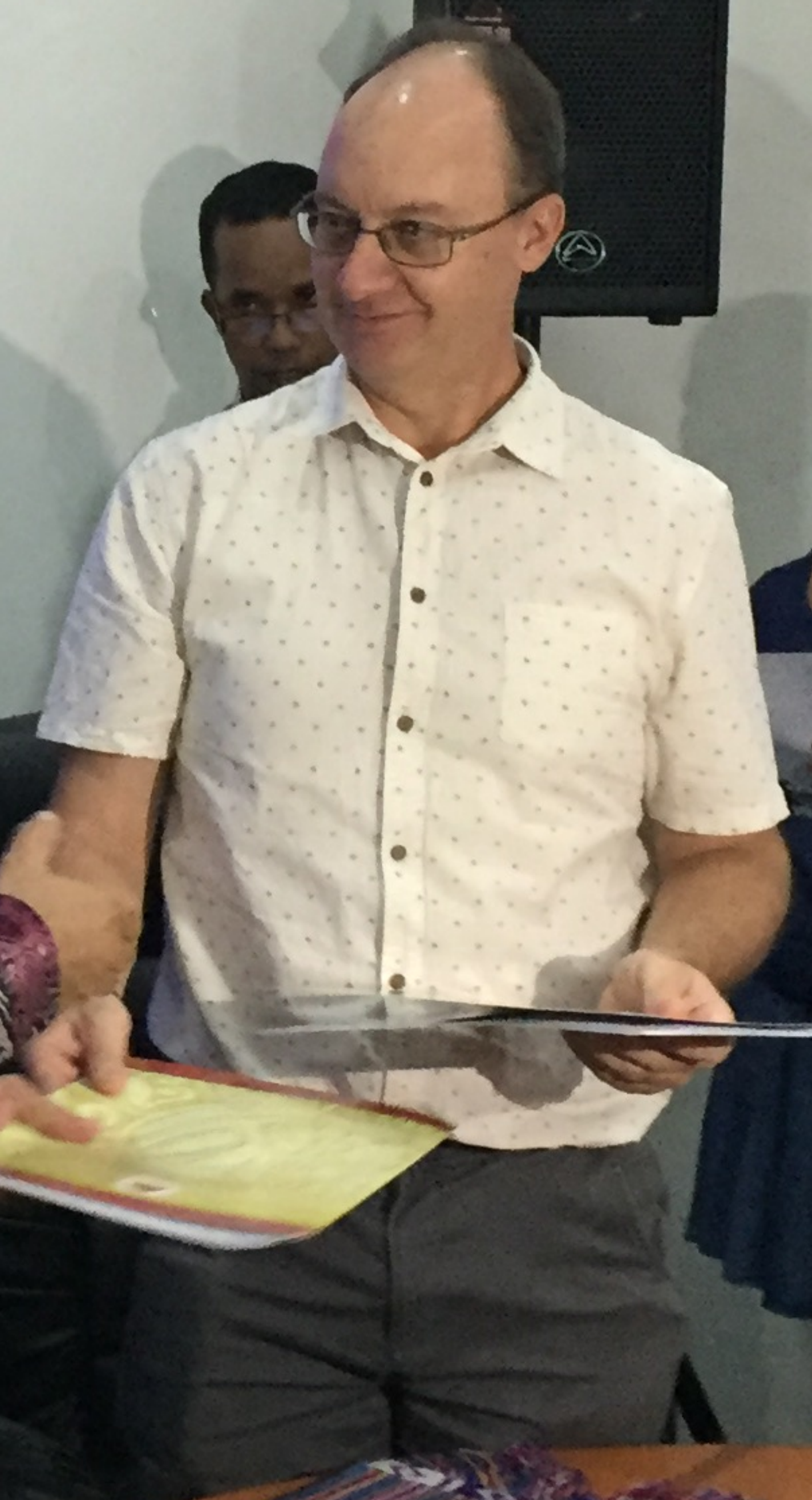
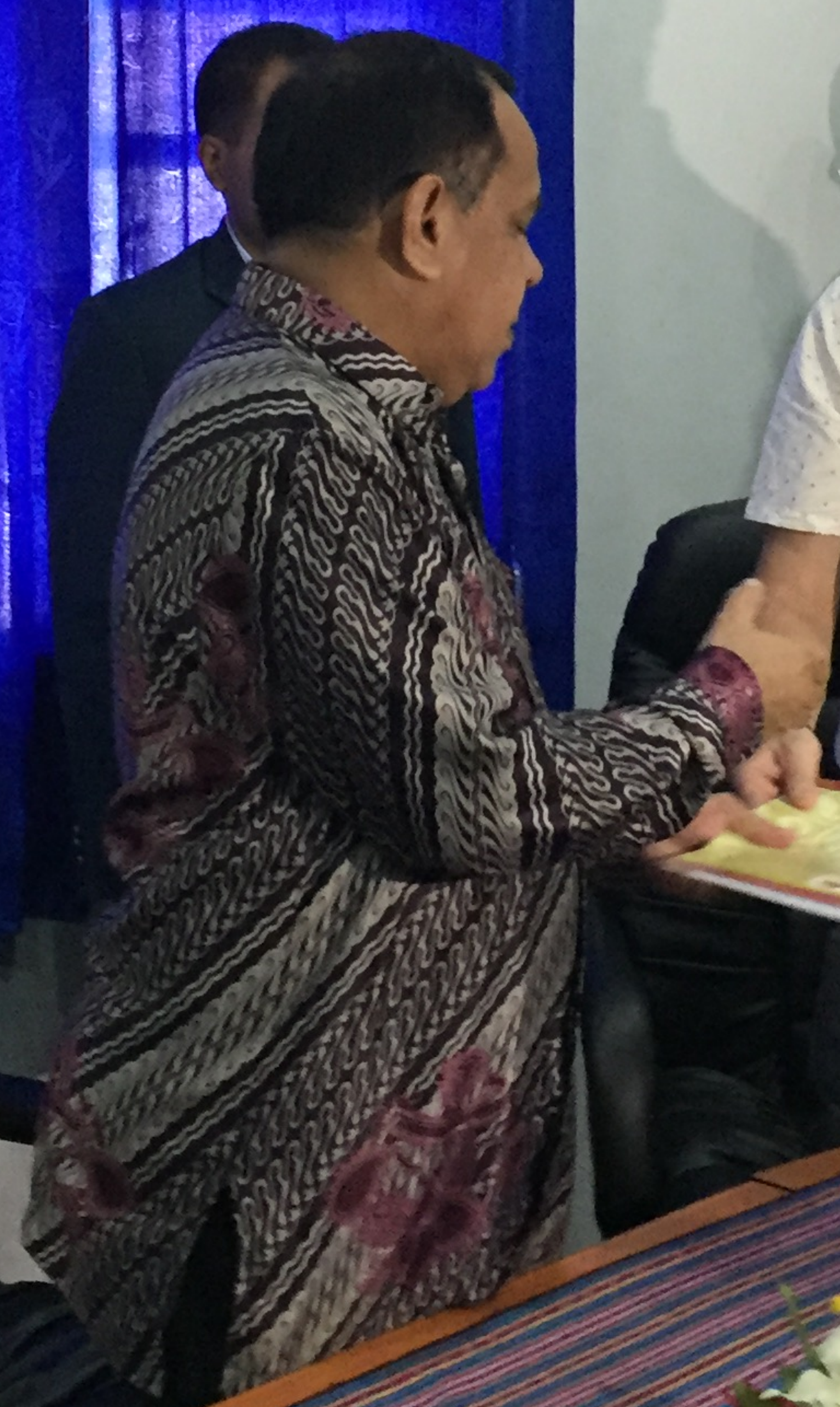
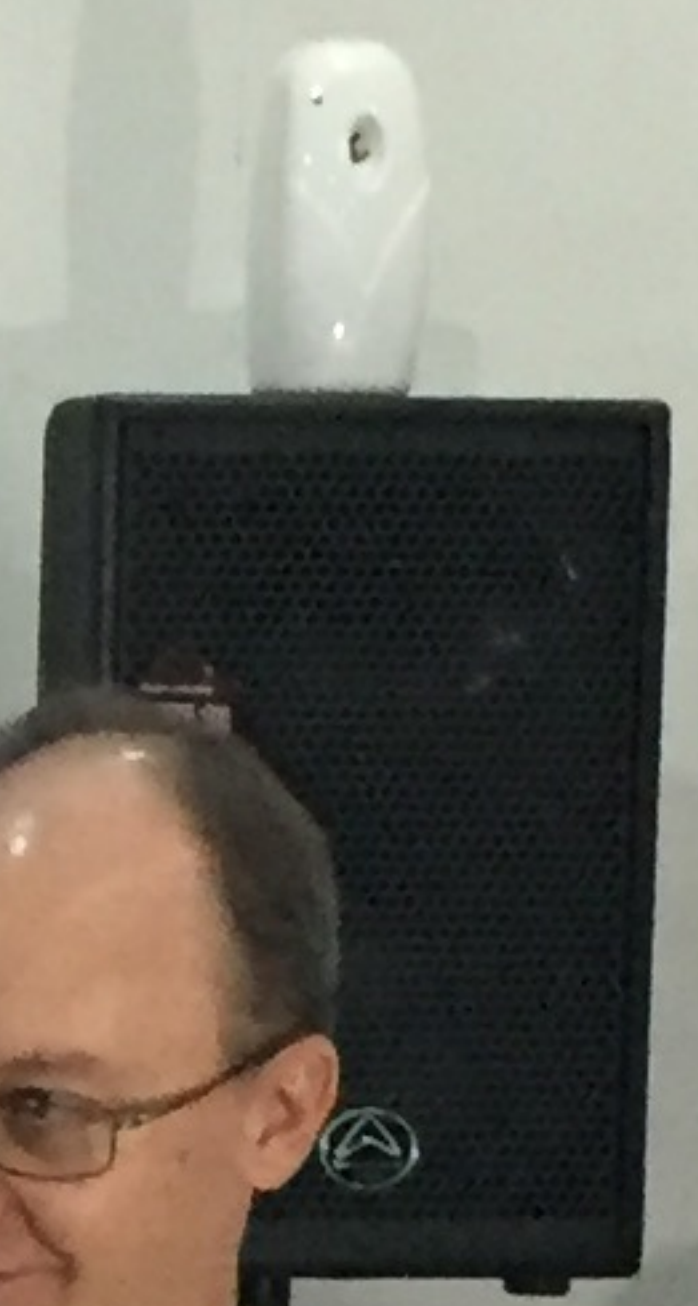
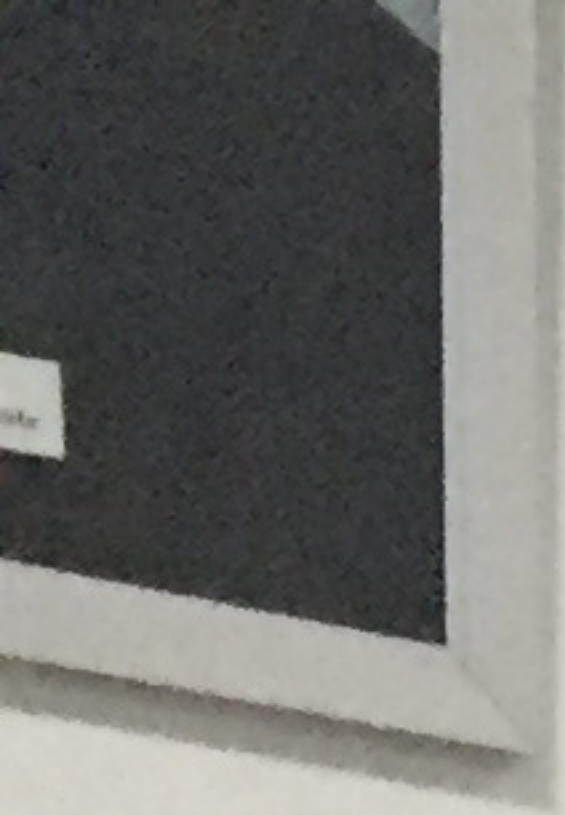














**ITEM NUMBER:** 12.3.4 Community Benefits Scheme - September 2016  
**FROM:** Director of Corporate and Community Services  
**REPORT NUMBER:** 8/1006  
**MEETING DATE:** 18 October 2016

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**Municipal Plan:**

4. Governance & Organisation

4.2 Service

4.2 We value and encourage participation in Council activities by the community, and are committed to delivering the highest possible levels of service and community engagement

**Summary:**

This report has been referred from the Community, Culture and Environment Committee to provide Council with a summary of the Community Benefits Scheme applications processed for September 2016.

**RECOMMENDATION**

THAT Council receives Report Number 8/1006.

**Background:**

This report details applications received, approved/not approved against the Community Benefits Scheme eligibility criteria and selection process.

**General:**

Please see attached table listing all grants and acquittals received during September 2016.

Included is a table with an update of funds paid to recipients and amount of funds remaining in the budget for Grants, Donations, Sponsorships and Scholarships for 2016/2017.

In the period between preparing and receiving the CCE report on 5 October 2016 further funds were committed to the Community Benefit Scheme budget line. The committed funds include the \$12,000 recurring Sponsorship for the Palmerston and Rural Seniors Committee and \$6,000 in anticipation of a renegotiated Charles Darwin University Scholarships agreement. In addition, a further \$4,000 has been resolved by Council for the Aridagawa Sister City Exchange Scholarships. This \$4000 cannot be reflected in the Financial Data report until further administrative details are received.

Successful applicants of funding are required to acquit these funds at an appropriate time and report to Council on the outcomes or their activity/event/purchase.

Included in this report are excerpts from two acquittals recently received. These two activities illustrate very different uses of funding for the benefit of the Palmerston community; one a long-term garden

development and the other a short-term event, held in Goyder Square. Both are successful activities that enrich our community, reflect our diversity and promote inclusiveness.

**Financial Implications:**

The budget for the 2016/2017 year for grants, donations, scholarships and sponsorships is \$100,000.00. Due to the successful distribution of funds to the community the available budget to date rests at \$63,545 with a further \$4,000 to be subtracted for Aridagawa Sister City Exchange Scholarships.

**Legislation/Policy:**

Policy number 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](mailto:ben.dornier@palmerston.nt.gov.au)

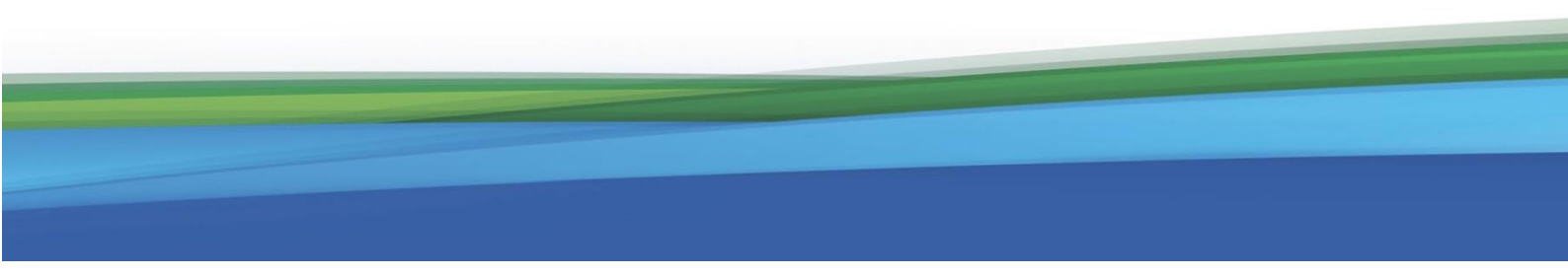
**Author:** Jan Peters, Manager Community Development

**Schedule of Attachments:**

Attachment A: Applications/Acquittals Received Summary September 2016, Expenditure to Date

Attachment B: Excerpt Alzheimers Australia NT Acquittal

Attachment C: Excerpt Tope End World Refugee Day 2016 Acquittal



## Attachment A: Applications/Acquittals Received Summary – September 2016, Expenditure to Date

**Community Benefits Scheme****Applications Received**

Activity Project	Applicant	Amount Requested	Amount Received	Outcome
Ocoober 2016	Life Education NT	\$2,000	\$2,000	Successful

**Acquittals Received**

Applicant	Activity Project	Amount Granted
Alzheimers Australia NT	Dementia-Friendly Garden	\$8,000
Melaleuca Refugee Centre	World Refugee Day 2016	\$7,500

**Current Community Benefits Scheme Expenditure to Date**

CC name	Account Name	YTD \$	Commitment \$	YTD+Comm \$	Rev. Budget	Budget Available \$
Grants / Donations/Contributions Paid	Community Grants	18,455	18,000	36,455	100,000	63,545



## ***Alzheimer's Australia NT Community Benefit Scheme***

### **Joy Anderson Dementia Friendly Garden**

#### **2015-2016 Project Summary**

**Gucki Reissenberger: Client Service Coordinator**

#### **Project Outcomes:**

Alzheimer's Australia NT was successful in the 2015-2016 Palmerston City Council Community Benefit Scheme funding round for financial assistance for promoting Dementia Friendly Environments with our Garden design program. The Garden project has been actively implemented at the Joy Anderson Centre in Palmerston which has enabled clients with dementia from the Palmerston district enhance their experience which has shown to improve their overall health and well-being. The funds were utilised for the building of a garden path, installation of the garden shed pad, plants for the nursery as well as mulch for the overall development of the garden at the Joy Anderson Centre.

Gardening has many health and therapeutic benefits for older people, especially edible gardening. Garden beds, equipment and tools can all be modified to create a garden that is interesting, accessible and productive. The garden itself has flourished with an addition of a large vegetable patch out the front of the centre where various types of vegetables and fruit have been grown. Clients regularly assist in gardening during our Stepping Out program which runs 5 days a week. The vegetables and fruits are used in cooking meals for lunch as well as clients can pick their own to take home. This is very beneficial in overall client health and well-being where the promotion of healthy lifestyle and activity has been incorporated in our Dementia Friendly Environment.

Additionally a garden program once a week on a Friday morning is accessible for other community services to access. Currently Life Without Barriers care staff assist two clients on a weekly basis to the garden. Other community services have also the opportunity to participate in the garden space. We have also had several volunteers assist in gardening over the past year that has added to the community engagement and collaboration of services to meet the needs of clients in the Palmerston district.

Overall, having been granted financial assistance from the Palmerston City Council has enabled clients with dementia to actively engage in an outdoor setting at the Joy Anderson Centre. Alzheimer's Australia NT aim to continue to utilise the garden to maintain and improve health and well-being through exercise, sensory stimulation as well as a form of relaxation and meaningful activity for people with dementia. Such opportunities are required to be able to continue to meet the needs of people with dementia living in the community and the resources have been much appreciated.

## Images of Dementia Friendly Garden Project

### Garden design



ALZHEIMER'S AUSTRALIA'S DEMENTIA FRIENDLY GARDEN PROJECT IS A GARDEN THAT IS DESIGNED TO BE A SAFE AND ENJOYABLE PLACE FOR PEOPLE WITH ALZHEIMER'S DISEASE TO VISIT AND ENJOY.

#### CONCEPTUAL DESIGN





Images of Project



Before the garden path was built



After the garden path was built. Great improvement!





Before the Dementia Friendly Garden Project



After the Dementia Friendly Garden Project with the planter boxes and vegetables



More amazing plants!





## Top End World Refugee Day 2016 Report to Chief Minister's Office NT

### **Background**



Top End World Refugee Day was held at Goyder Square, Palmerston on Saturday 18 June. The celebration began at 3pm with a Citizenship Ceremony, followed by enthusiastic and colourful performances by cultural groups. Food and information stalls from service providers and activities for children and young people filled the event site.

### **Coordination**

The funding from the Chief Minister's Office provided the opportunity to engage a Coordinator, which meant that Top End World Refugee Day was able to be held. This was vital as all the Melaleuca Refugee Centre and our major partner, the Multicultural Council NT (MCNT) staff members are already dedicated to delivering programs. The Coordinator supported consultations with communities, provided advance promotion, developed and delivered training options, liaised with partner organisations and planned the logistics. Volunteers were engaged and supervised in conjunction with the Melaleuca Volunteers and Small Projects Coordinator.

### **Attendance**

Up to 500 people from a range of cultural backgrounds attended the event.

### **Partnership approach**

Melaleuca Refugee Centre's primary partner was Multicultural Centre NT. The Program manager Mr. Ron Mitchell was instrumental in assisting with promotion and community engagement from the consultation stage through to fruition. MCNT provided use of facilities free of charge for consultations and proactively sought the



participation of community leaders and representatives. Ron Mitchell participated in planning meetings and provided very practical operational support at site planning meetings, with promotion of consultation and training opportunities and took prime responsibility for the Citizenship Ceremony.



The City of Palmerston also became a partner providing invaluable assistance from the planning stage to implementation, including:

- Council staff provided equipment and materials for the Citizenship Ceremony
- \$7,500 towards operational costs
- Waiving of booking and hiring fees for play and activity equipment, event space (Goyder Square), keys, rooms for planning meetings, banner spaces
- Advice from staff
- Assistance with promotion through the production of promotional videos (to be uploaded to YouTube - address <https://youtu.be/XEO-4sffVXw>)
- Display of the promotional video at Goyder Square
- Circulation of flyers and posters through digital networks
- Opening of the Palmerston Library after hours to engage with attendees.
- Opening of the Community Room for the recording of stories in first language (Treasure Language program)

Other organisations such as Anglicare, Catholic Care, Relationships Australia, Football Without Borders and the Primary Health Network supported the event.

## Consultation and capacity building

Sixty individuals in total attended the two intercultural consultations which were held to help determine the priorities of the day. People were representing community organisations and groups, education sector (AMEP), Federal Government Departments (AEC, DSS) or NT Government Departments (Sport and Recreation). The planning was also informed by conversations with community leaders and discussions with specific cultural or faith groups. Both Melaleuca and Multicultural Council NT consulted informally in their day to day work, through their relationships with community representatives to elicit ideas and participation.



The key findings were:

- The communities wanted to celebrate World Refugee Day
- They wanted the whole community to feel invited and welcome
- They wanted the opportunity for cultural expression and story telling
- People wanted the opportunity to further their skills through training and mentoring
- The celebrations had previously been held in Darwin but community members were satisfied that the event could be Palmerston, as long as accessible, affordable transport options were offered.

## Training



Training was provided in the following topics:

- *Face painting.* Ten places for training were promoted but again this was over prescribed, with 18 people attending. Fairy Jill, an extremely busy Darwin company generously provided the training. Participants then provided face painting at the event.

Outcome: Melaleuca's Youth Worker will continue to work with young people who are interested in pursuing paid work as face painters. It had already been identified prior to training that there is paid work available.

- *Food handling and running a food stall business.* Thirty-four people booked into this training but 80 people attended on the day. The training matched the interest of the community members with the aims of the Department of Health to ensure safe food handling.

Outcome: Melaleuca is continuing to talk with the Department of Health to provide more accreditation opportunities for people working in the food industries from culturally and linguistically diverse backgrounds.

- *Barista skills.* Community members were offered opportunities to work with the coffee provider, 'Happy Campers' at the event. Work in the hospitality industries is available and barista skills are often required, so this experience was provided for people to see if this was of interest to them for future work.

Outcome: Melaleuca's Youth Worker will also continue to explore study and work opportunities with the participants who enjoyed their experience and want to continue as a student or explore options for work in hospitality.

- *Applying for grants.* The Multicultural Council NT and Melaleuca ran an information session for people interested in applying for grants for their cultural groups. Again, the session was at capacity with 25 people in this interactive session.

Outcome: MCNT and Melaleuca Refugee Centre are in discussions about running a follow up information session in fundraising with interpreters



- *Media training.* Melaleuca also paid for two of the media spokes people to attend run by NT COSS, who later spoke on radio and to NT News journalists.

Outcome: Melaleuca will consult with NT COSS on plans for future training that overlaps with the training needs requested by communities for representatives and volunteers in planning for Top End World Refugee Day 2017

Participants appreciated the free transport offered by DarwinBus. A coach was also booked to pick people up from two stops in the northern suburbs (Nightcliff and Malak), returning people home at the end of the event. This free transport was hugely appreciated and well utilised. Melaleuca volunteers also transported families who were very newly arrived.

## Activities



All the activities were free and included:

- face painting
- jumping castle
- smoothie bike
- hair braiding
- Imagination Playground
- Kite making
- Sports games
- Recorded story telling through Treasure Language (now on Facebook at [https://www.youtube.com/watch?time\\_continue=1&v=2n5qN9a8kCA](https://www.youtube.com/watch?time_continue=1&v=2n5qN9a8kCA) and <https://www.youtube.com/watch?v=xjxJZ9XOiiC> )



## Performances



The singers, dancers and musicians were either culturally –specific or formed intercultural groups, such as the African Brothers who represented at least four African countries.

The following countries and/or cultural groups were represented:

- Bhutanese
- Karen
- Togo
- Nepalese
- Tamil
- South Sudanese
- Somali
- Democratic Republic of Congo
- Indonesian
- Pacific Islands
- Persian

### **Food stalls**



Seven food stalls were provided by both experienced and new food stall holders. Melaleuca employed an experienced consultant to work with the stallholders, organising training in collaboration with the Department of Health, assisting with appointments for registration of home kitchens or use of registered kitchens and ensuring that all food safety equipment and materials were available on site.

The cultures represented were

- Indonesian
- Nigerian
- Democratic Republic of Congo
- Sri Lankan
- Burmese Rohingya
- Thai
- Bhutanese



## Information and activity stalls

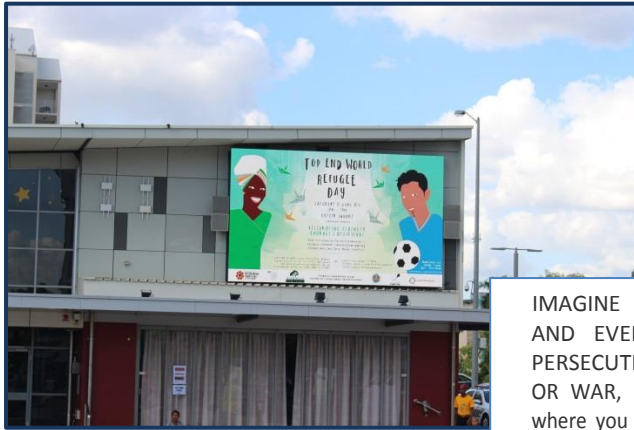


Fifteen organisations or groups contributed to information stalls, some combining their resources to provide information, staff the stall and offer an activity at their marquee.

The stallholders were:

- Islamic Society of Darwin
- Darwin Asylum Seeker Support Advocacy Network
- Darwin Community Legal Centre, NT Legal Aid Commission & Top End Women's Legal Service (joint stall)
- Family Planning & Welfare Association NT
- Alzheimer's Australia NT Inc.
- Melaleuca Refugee Centre
- Multicultural Council NT
- Migration Advice (Ward Keller and associated professional colleagues)
- Census
- Relationships Australia NT
- Australian Red Cross
- Islamic Society of Palmerston

## Promotion and Media



IMAGINE LEAVING YOUR HOME COUNTRY AND EVERYTHING YOU KNEW TO ESCAPE PERSECUTION

OR WAR, not knowing if you would survive or where you would end up. Imagine learning to live in a new country not knowing the language or the law, and struggling to find a job. The Top End World Refugee

Day gives Top Enders a chance to recognize and celebrate the many incredible ways people from refugee backgrounds contribute to Australian society.

Example of media coverage

Flyers and posters were distributed in Darwin and Palmerston. They were also sent through Territory-wide social media sites.

Pre-event publicity was featured in Off the Leash, with an article and an advertisement. The Sun and Northern Territory News also gave pre-event publicity. The Northern Territory News also covered the event and provided post event promotion (attached).

Spokespeople were interviewed on four ABC radio programs. Commercial radio promoted the event in community announcements and through Facebook.

The City of Palmerston produced a promotional video which was programed as part of the Goyder Square community announcements and available via YouTube at <https://youtu.be/bKvdCskvCYA>

Council staff also, filmed the event, with the clip soon to be available on Youtube at <https://youtu.be/XEO-4sffVXw>

## Top End World Refugee Day 2017



Debriefs are being conducted and the learnings from this year's event are being recorded to begin preparations for 2017. Initial consultations have indicated appreciation of:

- The professionalism of the stage and sound quality
- The quality and variety of performances
- Professionalism of the equipment provisions for the food stall holders and the food prepared
- The presence of community organisations
- The array of free children's activities
- Appreciation of the shade over the stage and the shade and marquee for the audience
- Free transport options
- The pre-event training opportunities
- Goyder Square as an event site
- The opportunity for newly arrived families to engaged with settled communities
- Volunteering opportunities
- Multiple days of print media coverage and ABC Radio promotional interviews giving voice to people with refugee life experience



**In summary:**

Top End World Refugee Day 2016 was deemed a hugely successful event. The following are comments for consideration to planning purposes for 2017 resulting from subsequent debriefs:

- Overlapping with Ramadan impacted on the availability of many people to attend, from our refugee communities or those who support the multicultural event. However, despite this, over 500 people attended and participated in the various activities.
- The recommendation for Top End World Refugee Day 2017 is that this event begins at sunset, or slightly earlier if there is to be a citizenship ceremony.
- Begin at 6pm to encourage people to break their fast for Ramadan at the event. This also means the event will occur at a cooler time of day, starting just before sunset.
- Greater participation in planning and on the day
- Additional training and mentoring opportunities
- More volunteer opportunities
- More initial consultation with specific cultural groups and networks to increase participation in conducting or just attending the event
- Assessment of the most suitable site, with Jingili Water Gardens in Darwin or Goyder Square in Palmerston as the two top most site choices
- Greater coverage in commercial radio to reach a greater number of people and raise awareness about the contribution of people with refugee life experience

ITEM NUMBER: 12.3.5 Technical Services Quarterly Report July – September 2016

FROM: Director of Technical Services

REPORT NUMBER: 8/1007

MEETING DATE: 18 October 2016

**Municipal Plan:**

1. Community & Cultural Wellbeing
2. Economic Development
3. Environment & Infrastructure
4. Governance & Organisation

**Summary:**

This report summarises outcomes in the key activities undertaken by Council's Technical Services Department during the July to September 2016 quarter.

**RECOMMENDATION**

THAT Council receives and notes Report Number 8/1007.

**General:**

Council's Technical Services Department reports on key activities relating to the Municipal Plan outcomes on a quarterly basis.

**Key Activities and Issues**

During the quarter activities of interest and works undertaken included:

- Contract TS2016/06 – Archer Landfill Rehabilitation Stage 1 was awarded to Aldebaran Contracting on 11th July 2016 and works have commenced.
- Air-conditioning maintenance contract was awarded to Top End RACE in July.
- Tender for TS2016/08 Civil Works and Miscellaneous Services Period Contract was advertised on 12 September 2016, closing date 3 October 2016.
- Tender for TS2016/11 Reseal Various Roads 2016/17 was advertised on 22 September 2016, closing date 13 October 2016.
- Contract TS2016/01 – The Boulevard Stage 2 works were completed by 30th September 2016.



- Tender for TS2016/14 – Hillson Street Upgrade was advertised on the 8th September with tenders closing on 30th September 2016 and is currently awaiting tender evaluation by the Committee.
- Quotes have been received for the fire equipment servicing contract.

#### Workshops held with Elected Members

During the quarter the following workshops were held with the Elected Members

- 31 August 2016 – CBD Car parking Workshop.

#### 1. Community & Cultural Wellbeing

##### 1.2 Safe Communities

#### Animal Management/Regulatory Services

	Work Description	Outcome Qty	Unit	Comment	
Customer Complaints	Response to customer complaints: <i>Animals</i>	436	Number of Customer Action Requests completed	Animal related	382
Customer Complaints	Response to customer complaints: <i>Public places</i>	112	Number of Customer Action Requests completed	Vehicle related	71
				Other By-laws	28
Enforcement By-laws. Traffic Regulations	Infringement notices: <i>Parking, Public Places</i>	574	Number of Parking and Public places infringement notices issued	Parking	574
				Public Places	0
Enforcement Animal Management By-laws	Infringement notices: <i>Animals</i>	36	Number of Animal Management infringement notices issued	At large	22
				Attack	6
				Unregistered	5
				Menace	3
				Licence	0
Enforcement Traffic Regulations	Abandoned Vehicles	46	Number of Vehicles removed	Removed by owner or persons unknown	29
				Removed by Council	17
Registration Compliance	Animals: <i>Dog registrations for 2016/17</i>	3820	Number of dogs registered by end of first quarter	De-Sexed animals	3051
	Micro chipped dogs	2342		Entire animals registered by end of first quarter	769
Pound Operations	Dogs impounded	209	Number of dogs impounded	Released to owner	143
				Euthanized	14
				Rehomed	52

### Animal Management/Regulatory Services (continued)

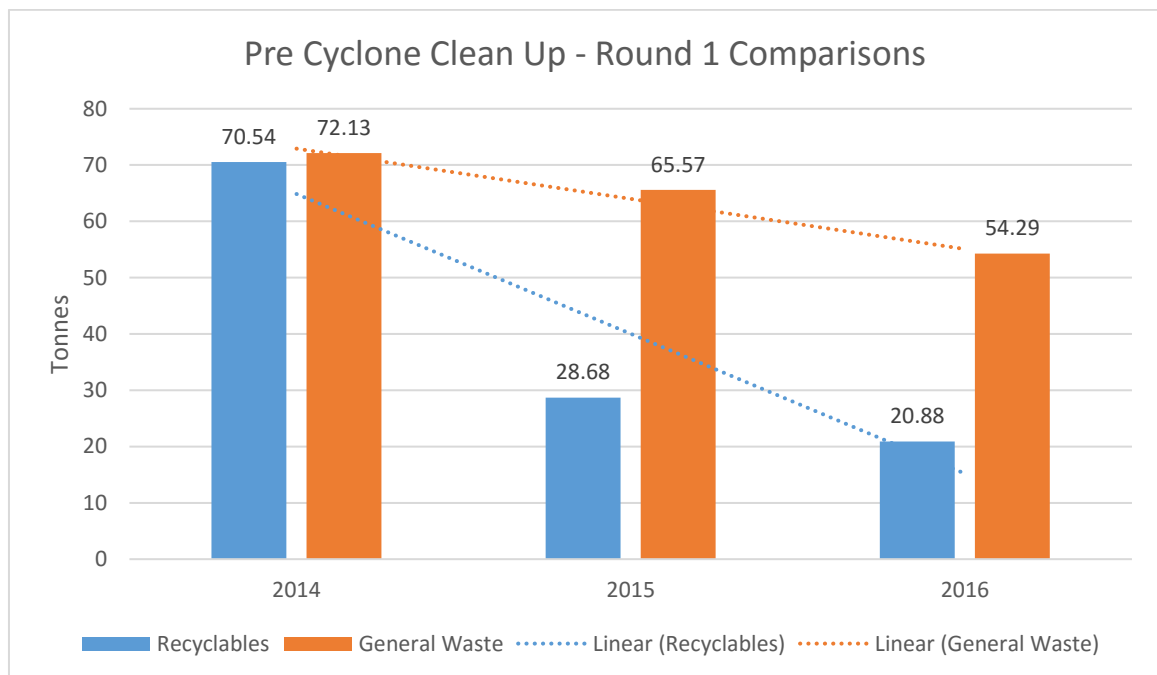
Amount issued for parking offences during this period	\$24,335.00
Variations (Reminder Letter Fee of \$33)	\$ 5,437.00
Amount received for parking offences during this period	\$16,484.00
<b>Budget Balance (amount left owed to Council)</b>	<b>\$13,288.00</b>

Amount issued for animal management offences	\$ 4,250.00
Variations (Reminder Letter Fee of \$33)	\$ 97.00
Amount received for animal management offences	\$ 2,649.00
<b>Budget Balance (amount left owed to Council)</b>	<b>\$ 1,698.00</b>

Figures from FRU are not available for this reporting period and will be provided at the next quarterly review. *(figures are provided on a six-month interval)*

### Cyclone, Disaster and Emergency Management

- Council completed round 1 of the Pre Cyclone Clean Up program. The suburbs of Durack, Marlow Lagoon, Driver, Gray, Moulden and Woodroffe were completed during this round. A total of 54.29 tonnes of general waste and 20.88 tonnes of recyclables was collected.

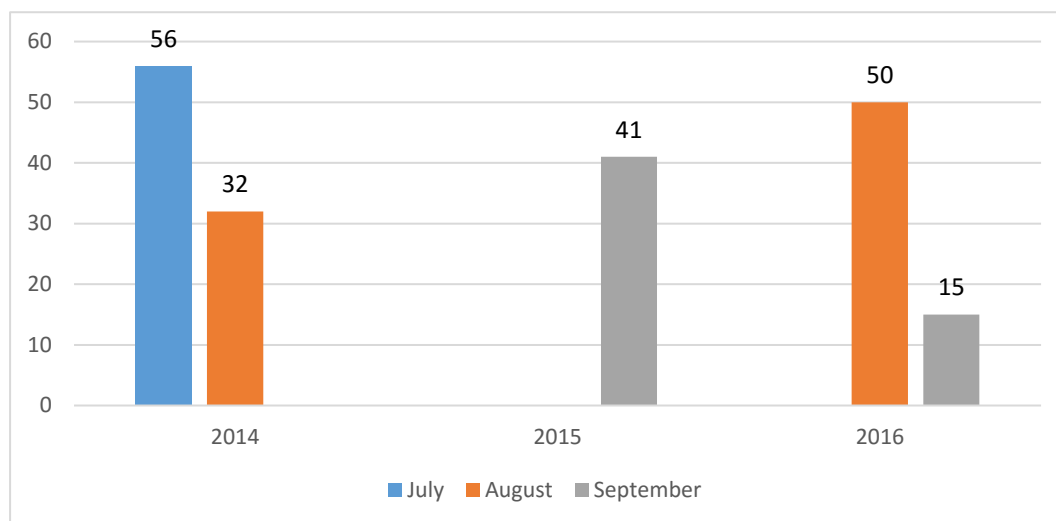


- Cyclone Counter Disaster Plan has been updated in preparation of the cyclone season commencing.

## Street Lighting

Light audits throughout the municipality are carried out approximately every six weeks. Lights were inspected twice during the quarter and the results are as follows:

Number of lights found not to be operational after audits			
Year	July	August	September
2014	56	32	no audit undertaken
2015	no audit undertaken	no audit undertaken	41
2016	no audit undertaken	50	15



- 6 Solar lights were installed in Flora McLaren Park, Bakewell.
- 3 Rusty old light poles within the suburb of Durack were replaced.

**Total of \$44, 338.00 (37%) of the annual public lighting maintenance budget has been spent during this quarter.**

## 1.4 Recreation

### Sporting, Recreational and Leisure Facilities and Programs

- Installation of the replacement junior playground equipment for Phoenix Park was completed.

*These projects were undertaken as part of the Capital Works Program*

### Walking and Cycling Infrastructure – Concrete

- 331m<sup>2</sup> of damaged concrete footpath was replaced along road reserves and laneways in the suburbs of Moulden, Gray and other various suburbs expending 19% of the pathway maintenance budget.
- 57 trip hazards were removed from various footpaths and cycle paths within the municipality expending 1.2% of the footpath maintenance budget.
- 13m<sup>2</sup> of damaged concrete footpath was replaced throughout Essington Park, Haydon Park, Dunbar Park and Marlow Lagoon Recreation Area costing 1% of the footpath budget.

- 21 trip hazards were removed from various footpaths and cycle paths in various parks throughout the municipality expending 1% of footpath maintenance budget.

#### Walking and Cycling Infrastructure – Asphalt

- 57m<sup>2</sup> of asphalt footpath was replaced in Ascension Park, Woodroffe Park and various laneways in the suburb of Moulden.

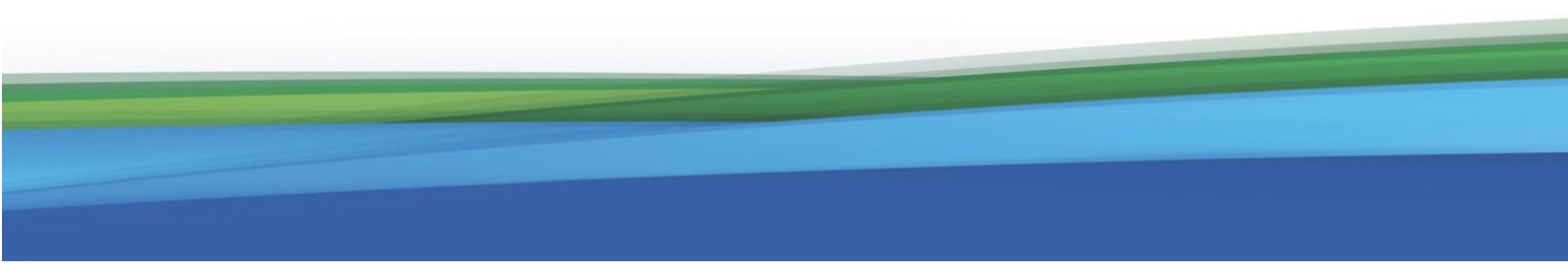
*\$78,000.00 (35%) of the pathway maintenance budget has been spent during this quarter.*

#### Parks, Gardens and Playgrounds

- 18 routine safety park inspections were carried out.
- 24 inspections on mowing were carried out in regard to contract compliance.
- 20 routine safety inspections were carried out on play equipment.
- 48 requests were received from residents to inspect trees.
- 115 locations were recorded that required tree works to be carried out.
- 29 requests were received from residents regarding irrigation.
- 273 repairs were carried out to irrigation systems.
- 20 park bookings have been processed.
- 110 customer service requests/enquiries were received in relation to open space matters.  
*These figures do not include all general phone call enquiries received by staff*
- 140 customer service requests/enquiries were completed.  
*These figures do not include all general phone call enquiries received by staff.*

#### Streetscapes and Open Spaces

- Street tree pruning maintenance works were carried out in Gray and Woodroffe.



## 2.3 City Planning

Date Received	PA Number	Lot No.	Address	Development Description	Development Type	Value
01-Jul-16	PA2016/0389	10281	127 Flynn Circuit, Bellamack	Tavern	C	\$10,000
01-Jul-16	PA2014/0673	11821 and 12956	Kooyonga Pde and Roystonea Ave, Durack	Subdivision variation	SP	\$1,000.00
01-Jul-16	PA2016/0404	11020	164 Forrest Parade, Rosebery	Subdiv (Lease)	C	\$0.00
01-Jul-16	PA2016/0407	12884 & 12885	1 Tuckeroo Bvd, Zuccoli	26 X MD	MD	\$3,500,000.00
08-Jul-16	PA2016/0427	12777	15 Seafury Court, Zuccoli	Subdivision 11 lots	MD	\$150,000
15-Jul-16	PA2016/0435	5012	18 Beresford Rd, Yarrowonga	Addtions to Park and Ride	SC	\$40,000
15-Jul-16	PA2016/0438	7765	5 and 11 Yarrowonga Road	Gateway Stage 2 (var)	SC	\$20,000,000
25-Jul-16	PA2016/0462	1219	15 Temple Tcce	Addtions to gym and shops	SP1	\$50,000
29-Jul-16	PA2016/0475	14258 14260	127 Flynn Circuit, Bellamack	Shot to Med clinic	C	\$10,000
29-Jul-16	PA2016/0470	13382	31 Kangaroo Street	res building with variation to open space	SD	\$314,141
29-Jul-16	PA2016/0471	13394	8 blacktop street	res building with variation to open space	SD	\$371,230
29-Jul-16	PA2016/0472	13420	14 oatgrass street	res building with variation to open space	SD	\$344,374
08-Aug-16	PA2016/0455	3644	74 James Cct, Woodroffe	Verandah and shed extn	SD	\$20,000
08-Aug-16	PA2016/0459	2409	79 Tamarind Road Moulden	UTS	MD	\$0
08-Aug-16	PA2016/0488	4185	Archer	Caretakers	CP	\$150,000
05-Aug-16	PA2016/0480	90005	16 Odegaard Drive, Rosebery	Carport	SD	\$16,504
04-Aug-16	PA2016/0399	10288	3 Tarakan Court, Johnston	Concurrent App	MD	\$8,000,000
09-Aug-16	PA2016/0496	4654	8 Callie Court, Rosebery	Shed	SD	\$50,000
24-Aug-16	PA2016/0381	12500	45 Brook Cct, Zuccoli	SD	SD	\$300,000
26-Aug-16	PA2016/0516	13239	9 Knox Ct, Zuccoli	SD	SD	\$490,000
26-Aug-16	PA2016/0519	5368	3 Bristow Court, Bakewell	SD	SD	\$200,000
26-Aug-16	PA2016/0521	8750	5 secretary place, rosebery	SD	SD	\$21,080
02-Sep-16	PA2015/0530	2258	34 Kriewaldt Cct, Driver	Verandah and shed extn	SD	\$15,000
09-Sep-16	PA2016/0553	12727	1 Follington Street, Zuccoli	UTS	UTS	\$13,500
09-Sep-16	PA2016/0556	9923	26 McKenzie Place, Yarrowonga	UTS	UTS	\$0
09-Sep-16	PA2016/0545	9542	56 Georgina Crescent, Yarrowonga	UTS	SC	\$0
09-Sep-16	PA2016/0544	9542	56 Georgina Crescent, Yarrowonga	1 lot into 2	SC	\$0
09-Sep-16	PA2016/0532	12432 and 12433	Zuccoli Parade	Subdivision 237 lots - sub stage 3	MZ	\$0
19-Sep-16	PA2016/0562	9513	1 Zeroni Street, Rosebery	SD extn	SD	\$25,000
21-Sep-16	PA2016/0547	11783	2 Trojan Court, Zuccoli	UTS	MD	\$8,000
					<b>TOTAL</b>	<b>\$34,099,829</b>

### Development Clearances

- 8 development clearances have been issued in various locations.



## Subdivisional Works

- 120 lot titles were issued in Zuccoli Aspire Stage 1B.
- Design review completed for Zuccoli Stage 2F, Zuccoli Stage 5 Precinct B, Maluka Sub division and Woolworths Bakewell.
- Streetscape design review completed for Zuccoli Stage 2D, Zuccoli Stage 2G and Zuccoli Stage 1 Phase 3.2.
- Stormwater proposal Masterplan review completed for Zuccoli Stage 1 Phase 3.
- Masterplan design review completed for Zuccoli Stage 3, 4 & 5.
- Irrigation design review completed for Temple Terrace Roundabout and Medians.
- Handover and certification review completed for Zuccoli Stage 2E.

## 3. Environment & Infrastructure

### 3.1 Environment Sustainability

Staff attended the following workshops, conferences and meetings and responded to the following requests.

- **NT Recycling Services (NTRS) – 18 July 2016**

The Manager of Planning and Environment Services and officers met with NTRS to discuss waste management activities and receive comment on new waste management projects.

- **Goyder Heritage Study – 4 August 2016**


The Manager of Planning and Environment Services met with local historians who are engaged to complete the Goyder Heritage study for Palmerston to check on progress. Study is progressing and will be presented to Council in November 2016.

- **Presentation at Building the Territory Conference – 15 September 2016**

Palmerston City Centre Master Plan – The Manager of Planning and Environment Services presented at the Building the Territory Conference on the Palmerston City Centre Master Plan.

### 3.2 Assets and Infrastructure

#### Roads, Bridges, Footpaths and Car Parking

- 20 potholes were repaired across the municipality with hot mix expending 1% of the road maintenance budget.
  - 96m<sup>2</sup> of road sections were reconstructed across the municipality expending 7.5 % of the road maintenance budget.
  - 140m of edge patching was carried out along roads within Marlow Lagoon expending 3.2% of the road maintenance budget.
  - 15m of kerb and gutter was replaced expending 1% of the road maintenance budget.
- 

- 512m pavement edge drop off was repaired in Durack expending 2% of the road maintenance budget.

*\$30,500.00 (15%) of the annual road maintenance budget was spent during this quarter.*

- 3 disabled car parking bays from the Civic Plaza car park and 2 disabled car parking bays from the Five Ash Lane car park were removed and converted to normal parking bays for the public.

*\$1,920.00 (3.5%) of the line marking budget was spent during this quarter.*

- 31 street signs have been replaced throughout the municipality expending 10% of the road furniture maintenance budget.
- 29 damaged street signs have been repaired and reinstated expending 22% of the vandalism budget.
- Graffiti has been removed from 7 signs in various locations costing 6.43% of the annual graffiti budget.

*\$11,944.00 (8%) of the road furniture maintenance budget was spent.*

*\$20,274.00 (32%) of the vandalism budget was spent during this quarter.*

- 112.23km of minor roads were swept across the suburbs of Bakewell, Bellamack, Rosebery, Gunn, Woodroffe, Driver, Moulden, Gray, Durack, Pinelands and Marlow Lagoon.
- 35.6km of sub-arterial and distributor roads were swept.
- All footpaths, roads and car parks within the CBD area were swept 13 times.
- All footpaths/ cycle paths across the municipality were swept three times.
- There was 1 instance of an oil spill this required the cleaning of the road and footpath.

*\$68,897.00 (26%) of the street sweeping and pathways budget was spent during this quarter.*

#### Driveways

- 24 new driveways have been constructed in various new developments.
- 6 driveways were replaced consuming a combine total of \$16,614.00 of the Capital Works and operations maintenance budget was spent.

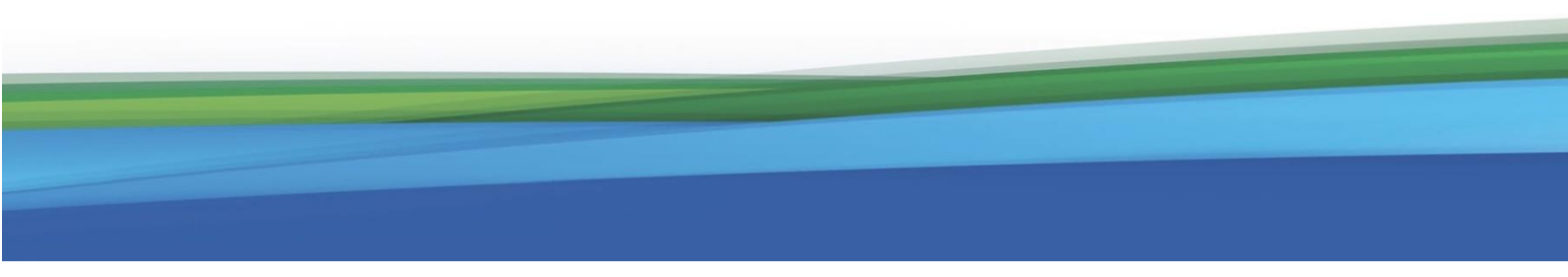
*16.75% of the Capital Works budget for driveway replacement has been spent.*

- 47 permits were issued to construct driveways in various locations.
- 136 driveway plans were approved in various locations.

#### Council Buildings and Facilities

##### All Building Sites

- 3 monthly audits for Fire Services were undertaken.

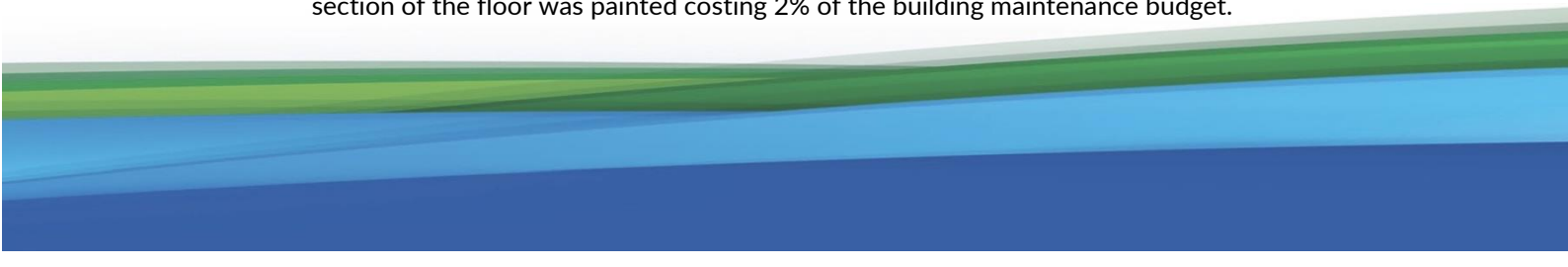


## Aquatic Centre

- 3 monthly audits of the air conditioner were undertaken.
- A water leak found in a wall located in the male's toilet was repaired costing 4.5% of the building maintenance budget.
- General plumbing works were carried out costing 2.6% the building maintenance budget.
- The Life Style reception fixed window had a roller shutter installed. A Crimsafe screen and polycarbonated sheet was installed on the door costing 6% of the building maintenance budget and 6% of the vandalism budget.
- Irrigation repairs were carried out around the building costing 47.6% of the other structure maintenance budget.
- The flush door adjacent to the kiosk was replaced costing 6.6% of the vandalism budget.
- The lock for the front entrance door to Life Style Studio was replaced costing 7% of the vandalism budget.
- Repairs were carried out on the lights around the building costing 2% of the building maintenance budget.
- 3 monthly audit of the pool was carried out.
- 3 monthly audit of the pump house was carried out.
- Repairs were carried out on the chemical dosing pump costing 1% of the swimming pool maintenance budget.
- A new platform has been ordered to replace a damage platform.
- Major water leak from the pipe that supplies the water supply to the pool was repaired costing 4.44% of the swimming pool maintenance budget.

*\$15,000.00 (30%) of the building maintenance budget, \$3, 520.00 (8.8%) of the swimming pool maintenance budget, \$3,332.00 (47.6%) of the other structure maintenance budget and \$2,050.00 (20.5%) of the vandalism budget was spent during this quarter.*

## Library

- 3 monthly audits of air conditioner.
  - Annual electrical testing and tagging was completed, costing <3% of the building maintenance budget.
  - Minor repairs were carried out on the automatic sliding door costing <1% of the building maintenance budget.
  - Repairs were carried out on the automatic door to the Café.
  - Supply and install of an exit light at the Café occurred, costing 16% of the fire system control service budget.
  - A casing covering an exposed down pipe at the Café was replaced together with a small section of the floor was painted costing 2% of the building maintenance budget.
- 

- Sever room AC was replaced under the Capital Works Program, costing 23% of the asset renewal budget.
- Various service calls were made during this period to repair the AC at the library costing <1% of the building maintenance budget.
- 15 light gloves were replaced costing 1% of the building maintenance budget.

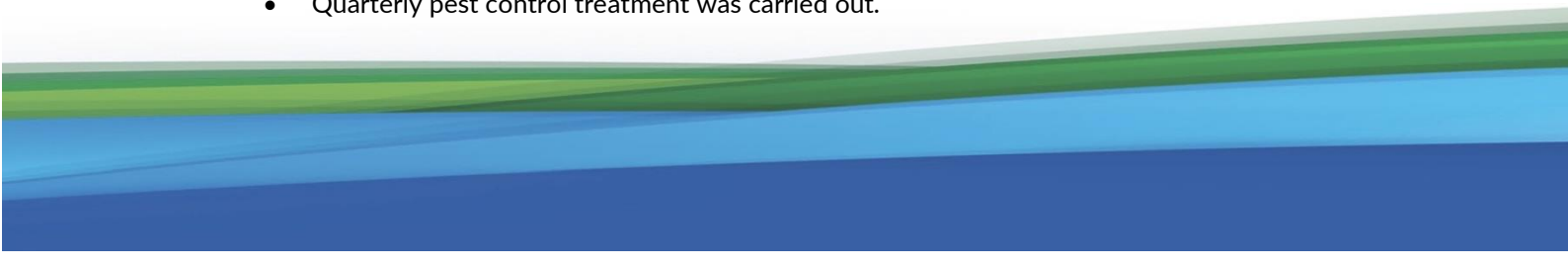
*\$14,100.00 (23.5%) of the building maintenance budget was spent this quarter.*

#### Civic Plaza

- 3 monthly audit of the air conditioner were carried out.
- Annual electrical testing and tagging was completed, costing <3% of the building maintenance budget.
- Replaced expired fire extinguishers and non-working exit and emergency lights costing 20% of the fire system control service budget.
- Installed 8m long x 2.5m high commercial glaze aluminium frame partition separating Technical Services and Community Services space costing 12.5% of the building maintenance budget.
- Installed a dome sensor at the automatic sliding door costing <1% of the building maintenance budget.
- General plumbing works were carried out costing <1% of the building maintenance budget.
- Contracted works for stage 1 of the Civic Plaza roof replacement were completed.
- Light gloves were replaced costing <1% of the building maintenance budget.
- Miscellaneous electrical works were carried out costing <1% of the building maintenance budget.
- Installed a designated smoking sign and cigarette ash tray costing <1% of the building maintenance budget.
- Additional 4-week rodent check was carried out.
- The handrail on the stairs was repainted costing 0.7% of the building maintenance budget.
- Various services call outs were made during the period to repair the AC costing <1% of the building maintenance budget.

*\$36,000.00 (36%) of the building maintenance budget was spent this quarter.*

#### Driver Resource Centre

- 1 Bi-monthly Audit of the air conditioner was completed.
  - Annual electrical testing and tagging was completed, costing <3% of the building maintenance budget.
  - Quarterly pest control treatment was carried out.
- 

- General plumbing works were carried out costing 4% of the building maintenance budget.
- Irrigation maintenance works were carried out costing 3.7% of the building maintenance budget.

*\$4,750.00 (19%) of the building maintenance budget was spent this quarter.*

#### Gray Community Hall

- 1 Bi-monthly audit of the air conditioner was carried out.
- Annual electrical testing and tagging was completed, costing <3% of the building maintenance budget.
- Quarterly pest control treatment was carried out.
- Various service call outs were made to repair the AC and changed a faulty sensor costing 3% of the building maintenance budget.
- All ceiling fans were cleaned.
- A grate drain and kerb was installed at the front of the hall costing 3% of the building maintenance budget.

*\$7,350.00 (21%) of the building maintenance budget was spent this quarter.*

#### Recreation Centre

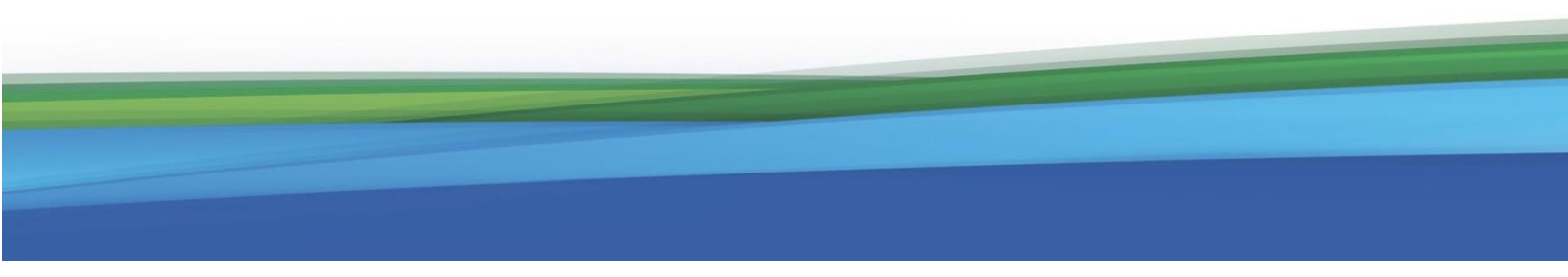
- 3 monthly audit of the air conditioner was carried out costing 2.3% of the building maintenance budget.
- Service callouts occurred to repair the air conditioner costing <2% of the building maintenance budget.
- Various lights around the building were repaired costing 4% of the building maintenance budget.
- General electrical repairs were carried out costing <1% of the building maintenance budget.

*\$9,000.00 (18%) of the building maintenance budget was spent this quarter.*

#### Council Depot

- 1 Bi-monthly audit of the air conditioner at depot and incubator was completed.
- Annual electrical testing and tagging was completed, costing <2% of the building maintenance budget.
- Quarterly pest control treatment was carried out.

*\$1,400.00 (7%) of building maintenance budget was spent this quarter.*





### Durack Community Centre

- A glass railing on the veranda was installed costing \$7,200.00 (29%) of the building maintenance budget.

### Bridges

- Level 1 bridge inspection was completed.
- The railings on the footbridge next to Bombax St floodway, Moulden was repainted costing \$4,000.00 (3%) of the open space other structures maintenance budget.

### Marlow Lagoon Rotunda

- Renovation of the rotunda located near the footbridge was completed under the Capital Works Program 2015/16.

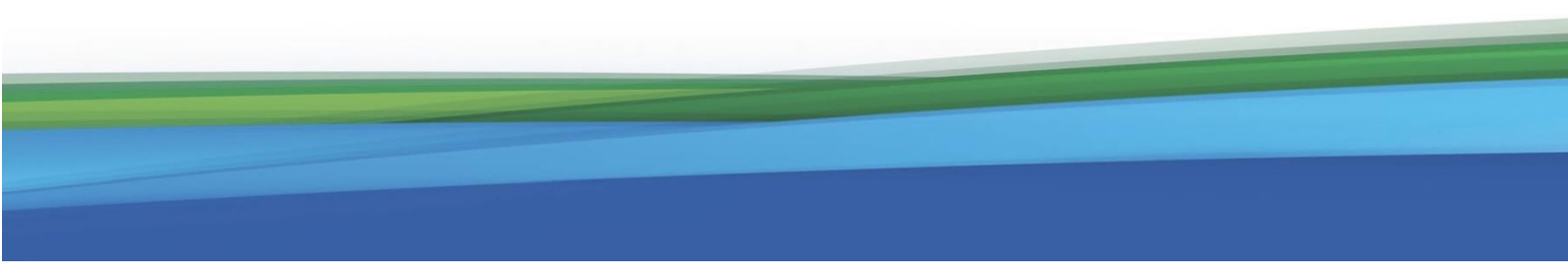
### Fishing Platforms

- Public consultation commenced, closing date is the 14<sup>th</sup> October 2016.

### Stormwater Infrastructure

- 108 stormwater connections were approved in various locations.
- 13 stormwater pit lids were replaced and 5 pit lids were reinstated expending 2% of the stormwater maintenance budget.
- Drains in Marlow Lagoon, culvert next to the Durack Primary School and other various drains within the municipality were cleaned of silt and vegetation costing 7% of the total stormwater maintenance budget.
- Sediment basins for lake 9 in Durack have been cleaned and sand has been replaced costing 1% of the total stormwater maintenance budget.

*\$21,707.00 (10%) of the stormwater maintenance budget was spent during this quarter.*



## Assets

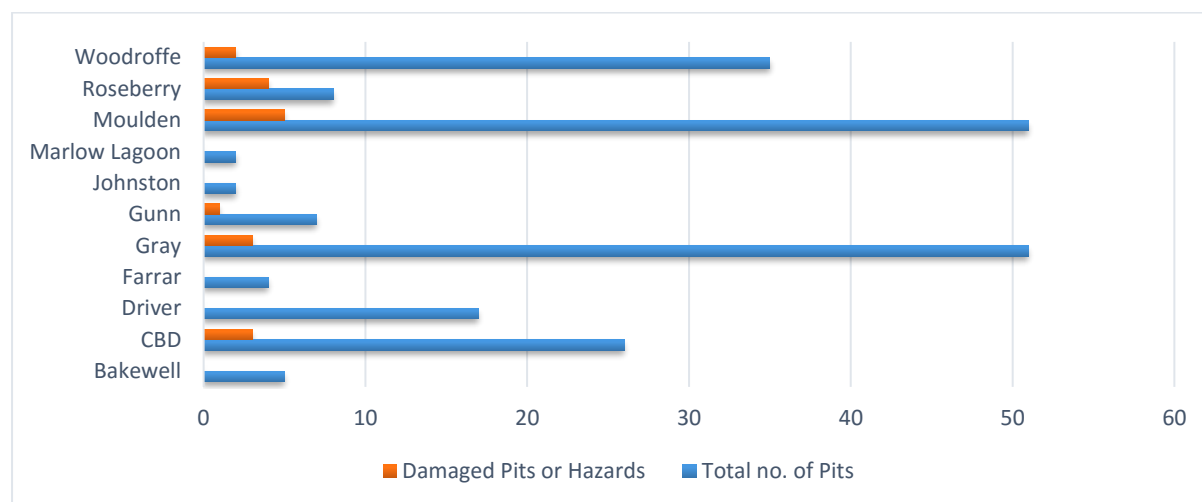
### Secured Stormwater Drains

Secured stormwater pits inspection for this quarter were carried out for the pre wet season inspection for CBD, Bakewell, Driver, Farrar, Gray, Gunn, Johnston, Marlow Lagoon, Moulden, Rosebery and Woodroffe. The pre-wet season inspections were completed in the last week of September. All damage identified in relation to nuts, bolts and straps of secured drains have had orders placed for repair. The number of secured pits will increase with the addition of new pits in Zuccoli and upgrade of pits on the boulevard. This will be reflected on the secured pit register once the data has been collected.

**Table 1: Summary of secured stormwater drain inspection reports by suburb**

	Total no. of Pits	Damaged Pits or Hazards	Repaired Pits
Bakewell	5	0	0
CBD	26	3	0
Driver	17	0	0
Farrar	4	0	0
Gray	51	3	0
Gunn	7	1	0
Johnston	2	0	0
Marlow Lagoon	2	0	0
Moulden	51	5	0
Roseberry	8	4	0
Woodroffe	35	2	0
<b>TOTAL</b>	<b>208</b>	<b>18</b>	<b>0</b>

**Graph 1: Summary of secured stormwater drain inspection reports by suburb**



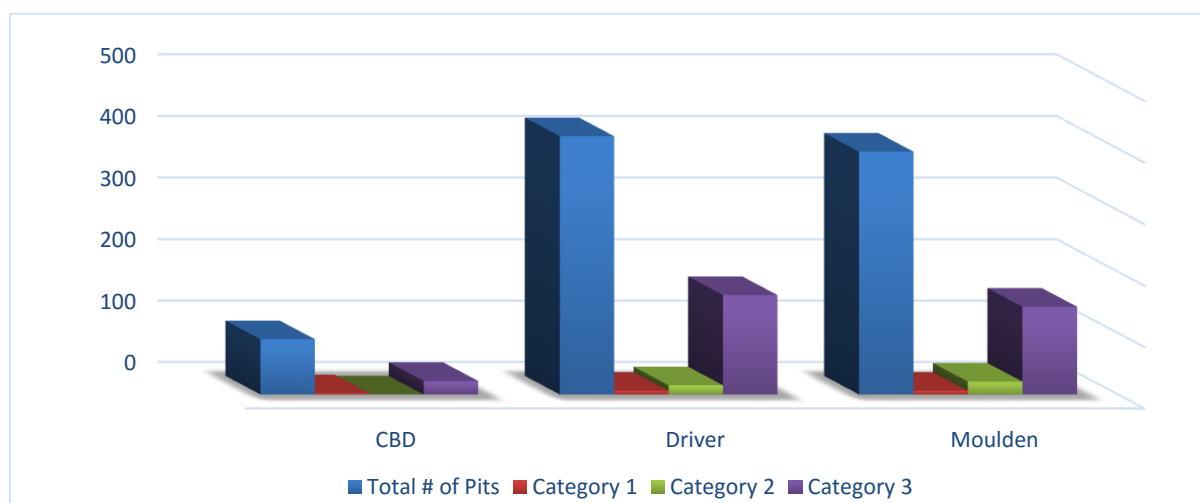
## Non-Secured Stormwater Drains

The annual inspections of non-secured stormwater pits have commenced this quarter with Moulden, Driver and the CBD completed.

**Table 1: Summary of defects identified during non-secured stormwater drain inspections by suburb**

Suburb	Total # of Pits	Category 1	Category 2	Category 3	TOTAL Defects
CBD	90	2	0	22	24
Driver	420	6	15	162	183
Moulden	395	6	21	143	170
<b>TOTAL</b>	<b>905</b>	<b>14</b>	<b>36</b>	<b>327</b>	<b>377</b>

**Graph 1: Summary of defects identified during non-secured stormwater drain inspections by suburb**



**Note:**

**Cat 1** - Defects requiring immediate action.

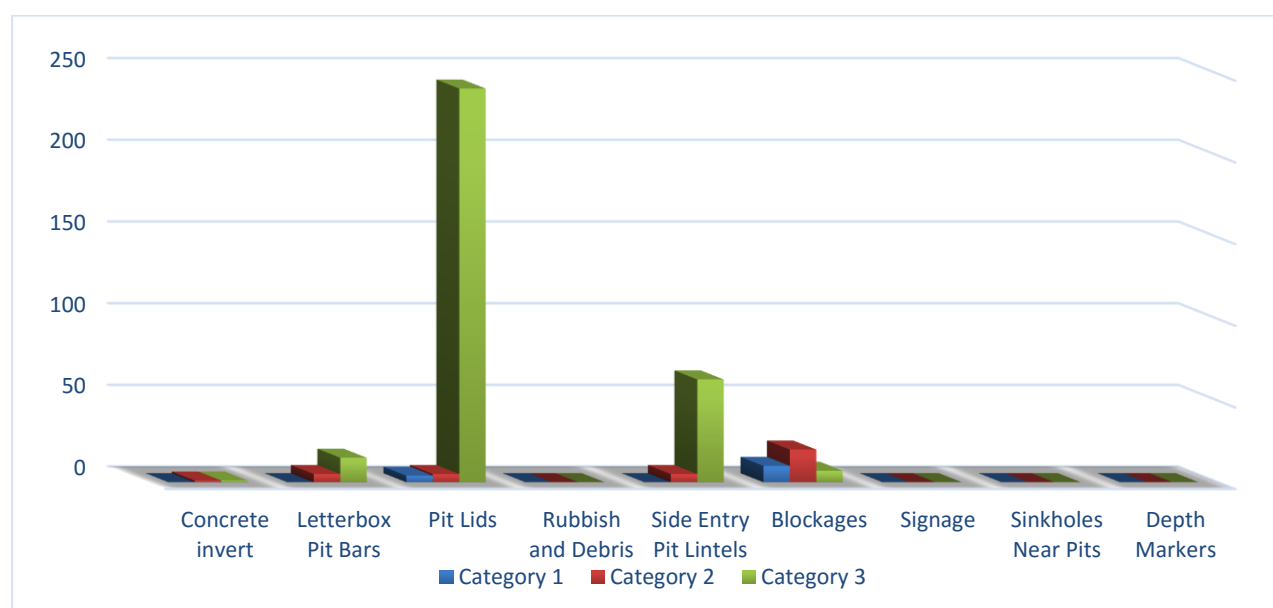
**Cat 2** - Defects not posing immediate hazards to users but need to be monitored if they escalate to the Category 1 or repair when budget permits

**Cat 3** - Defective but safe and fit for purpose

**Table 2: Summary of non-secured stormwater drain inspection reports by defect**

Stormwater	Category 1	Category 2	Category 3	TOTAL
Concrete invert	0	1	1	2
Letterbox Pit Bars	0	5	15	20
Pit Lids	4	5	241	250
Rubbish and Debris	0	0	0	0
Side Entry Pit Lintels	0	5	63	68
Blockages	10	20	7	37
Signage	0	0	0	0
Sinkholes Near Pits	0	0	0	0
Depth Markers	0	0	0	0
<b>TOTAL</b>	<b>14</b>	<b>36</b>	<b>327</b>	<b>377</b>

**Graph 2: Summary of non-secured stormwater drain inspection reports by defect**



**Note:**

**Cat 1** – Defects requiring immediate action.

**Cat 2** – Defects not posing immediate hazards to users but need to be monitored if they escalate to the Category 1 or repair when budget permits

**Cat 3** – Defective but safe and fit for purpose

## Road Inspections

Road inspections have been completed in the CBD and the suburbs of Bellamack, Driver, Durack, Farrar, Johnston Gray, Marlow Lagoon, Moulden, Pinelands, Woodroffe and Yarrawonga. All category 1 defects in relation to roads in these suburbs have been either repaired or scheduled for future repair.

**Table 2: Summary of road inspections by suburb**

ROADS	Category 1	Category 2	Category 3	TOTAL
CBD	1	1	0	2
Bellamack	5	2	0	7
Driver	7	1	1	9
Durack	6	5	1	12
Farrar	0	0	2	2
Gray	1	0	0	1
Johnston	5	0	2	7
Marlow Lagoon	13	6	4	23
Moulden	5	0	0	5
Pinelands	19	22	18	59
Woodroffe	4	3	0	7
Yarrawonga	22	21	9	52
<b>TOTAL</b>	<b>88</b>	<b>61</b>	<b>37</b>	<b>186</b>

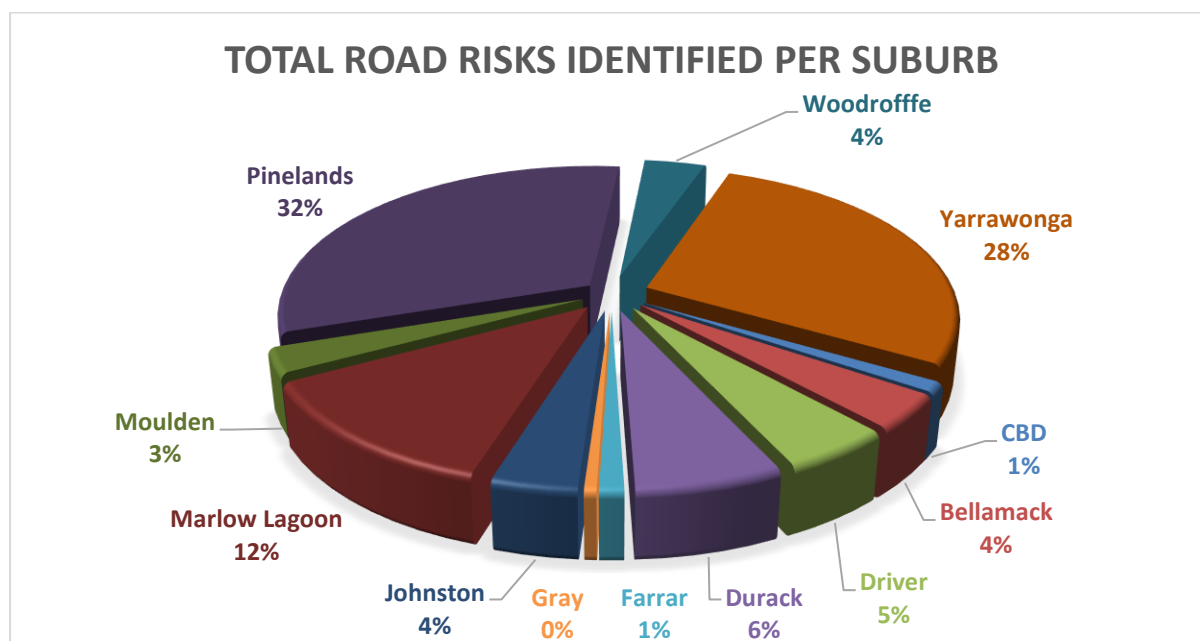
**Note:**

**Cat 1** - Defects requiring immediate action.

**Cat 2** - Defects not posing immediate hazards to users but need to be monitored if they escalate to the Category 1 or repair when budget permits

**Cat 3** - Defective but safe and fit for purpose

**Graph 2: Summary of road inspections by suburb**





**Table 3: Summary of road inspections by defect**

ROADS	Category 1	Category 2	Category 3	TOTAL
Bleeding or Flushing	0	0	0	0
Signage	14	5	0	19
Debris or Rubbish or loose materials	1	4	0	5
Cracking	17	8	7	32
Guidepost and Dilineators	1	0	1	2
Line Marking & RRPMS	16	5	8	29
Pot Holes	25	33	16	74
Wheel Ruts & Depressions	0	3	2	5
Edge Breaks	4	3	2	9
Kerbs and Gutters	10	0	1	11
<b>TOTAL</b>	<b>88</b>	<b>61</b>	<b>37</b>	<b>186</b>

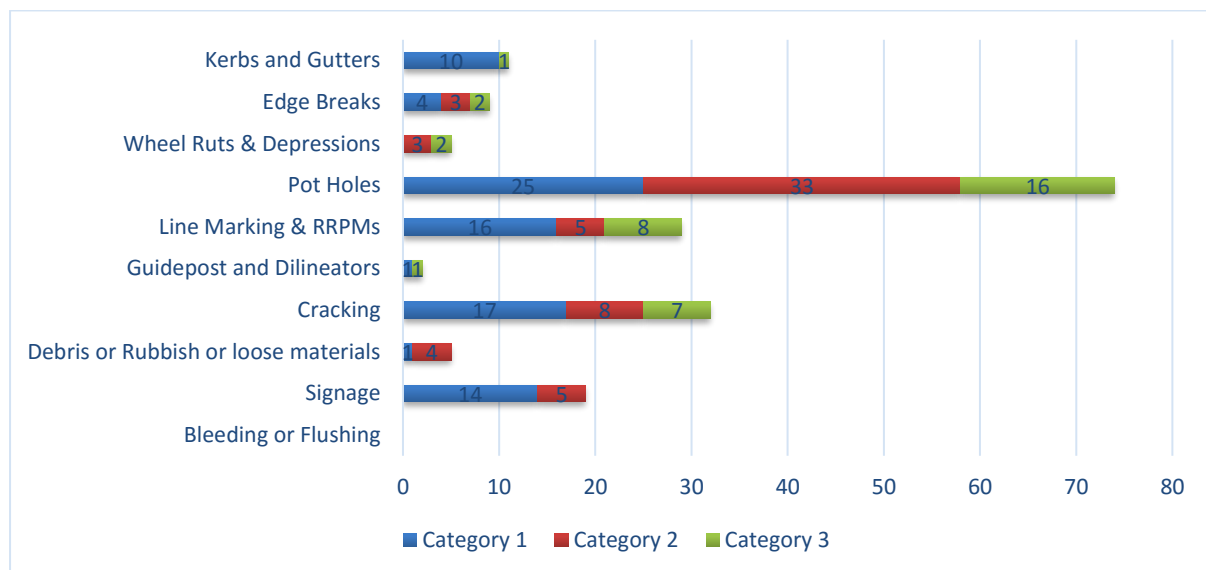
**Note:**

**Cat 1** – Defects requiring immediate action.

**Cat 2** – Defects not posing immediate hazards to users but need to be monitored if they escalate to the Category 1 or repair when budget permits

**Cat 3** – Defective but safe and fit for purpose

**Graph 3: Summary of road inspection reports**



**Note:**

**Cat 1** – Defects requiring immediate action.

**Cat 2** – Defects not posing immediate hazards to users but need to be monitored if they escalate to the Category 1 or repair when budget permits

**Cat 3** – Defective but safe and fit for purpose

## Footpath Inspections

During this quarter, inspections of footpaths were carried out in the CBD and the suburbs of Bellamack, Driver, Durack, Farrar, Johnston, Marlow Lagoon, Moulden, Yarrawonga and Zuccoli. All category 1 defects that were identified have either been repaired or work orders issued to the contractor for repairs to be undertaken.

**Table 4: Summary of footpath inspections by suburb**

Footpaths	Category 1	Category 2	Category 3	TOTAL
CBD	20	36	22	78
Bellamack	92	42	18	152
Driver	86	134	249	469
Durack	109	118	229	456
Farrar	41	40	49	130
Johnston	37	35	7	79
Marlow Lagoon	25	12	2	39
Moulden	80	102	145	327
Yarrawonga	33	19	22	74
Zuccoli	35	20	35	90
<b>TOTAL</b>	<b>558</b>	<b>558</b>	<b>778</b>	<b>1894</b>

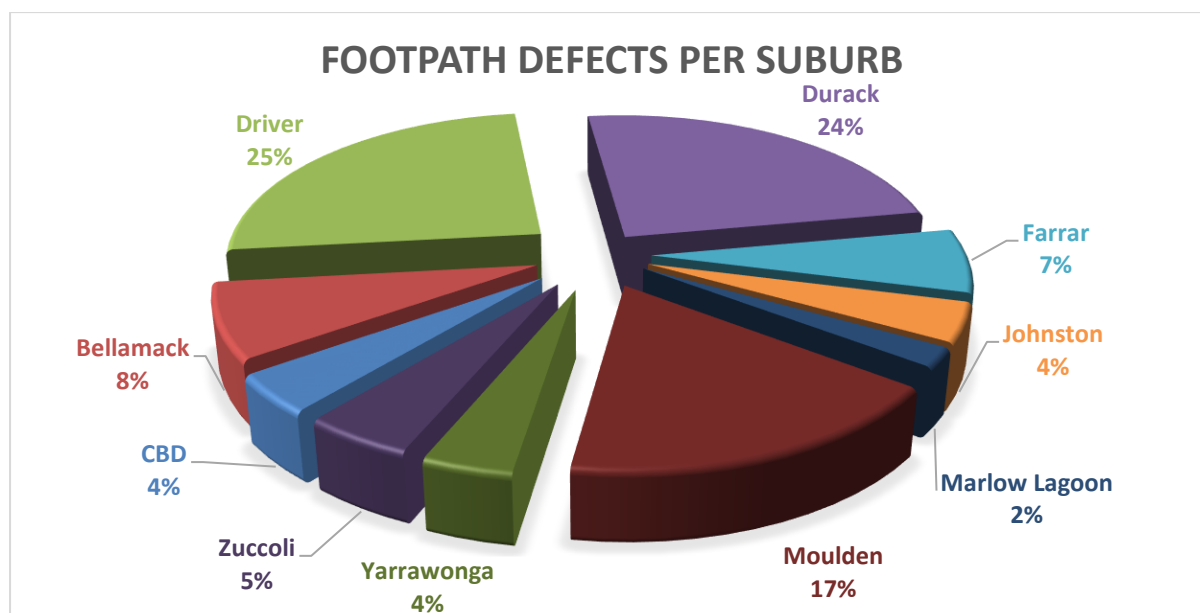
**Note:**

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**Cat 2** – Defects not posing immediate hazards to users but need to be monitored if they escalate to the Category 1 or repair when budget permits

**Cat 3** – Defective but safe and fit for purpose

**Graph 4: Summary of footpath inspection reports by suburb**



**Table 5: Summary of footpath inspections by defect**

Footpaths	Category 1	Category 2	Category 3	TOTAL
Cracking	349	254	485	1088
Trip Hazard	172	203	271	646
Edge Drop	27	92	19	138
Debris	9	9	3	21
Slippery surface	1			1
<b>TOTAL</b>	<b>558</b>	<b>558</b>	<b>778</b>	<b>1894</b>

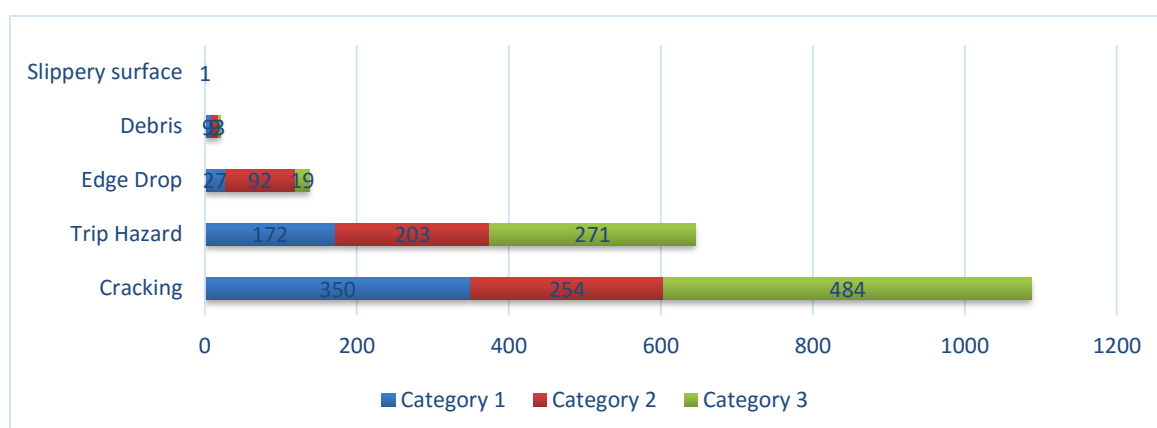
**Note:**

**Cat 1** – Defects requiring immediate action.

**Cat 2** – Defects not posing immediate hazards to users but need to be monitored if they escalate to the Category 1 or repair when budget permits

**Cat 3** – Defective but safe and fit for purpose

**Graph 5: Summary of footpath inspections report by defect type**



**Note:**

**Cat 1** – Defects requiring immediate action.

**Cat 2** – Defects not posing immediate hazards to users but need to be monitored if they escalate to the Category 1 or repair when budget permits

**Cat 3** – Defective but safe and fit for purpose

Inspections conducted by Asset Inspection Officers in accordance with the Risk Based Infrastructure Inspection Manual.

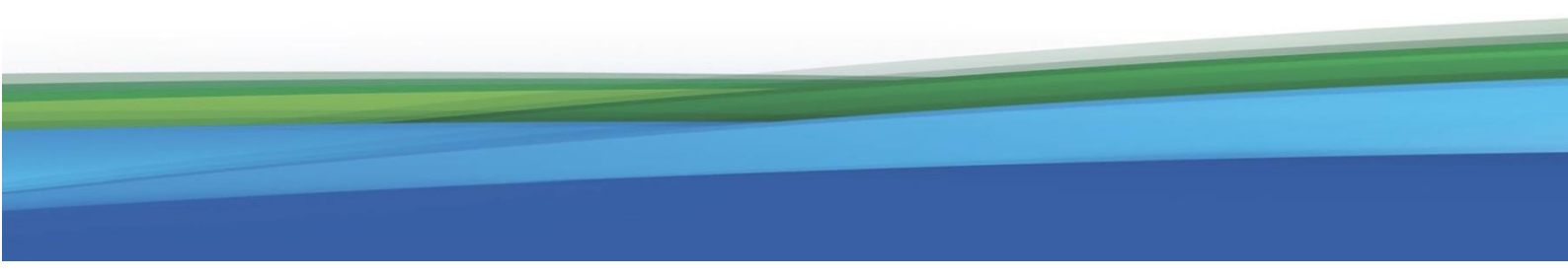
### 3.3 Waste

#### Kerbside Waste Collection and Recycling

- 1966.3 tonnes of domestic waste were recorded
- 393.6 tonnes of recyclable waste were recorded
- There were 215 requests for new bin services
- 51 stolen bins reported and replaced
- 254 damaged bins repaired and replaced
- 98 requests were received of bins not being cleared on their scheduled days. (on most instances trucks were organised to go back to clear missed bins on the same day or the next business day)
- 1 request was received to upgrade from a 120L general waste bin to a 240L general waste bin.
- No requests were received from property owners for an additional waste service

#### Hard and Green Waste Facilities Breakup

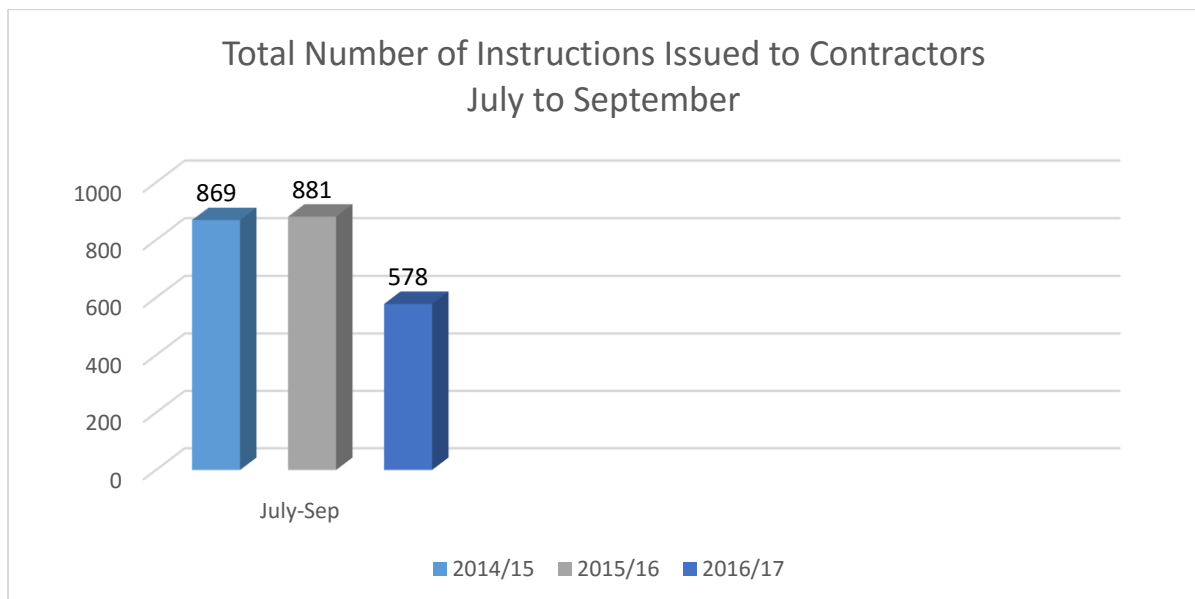
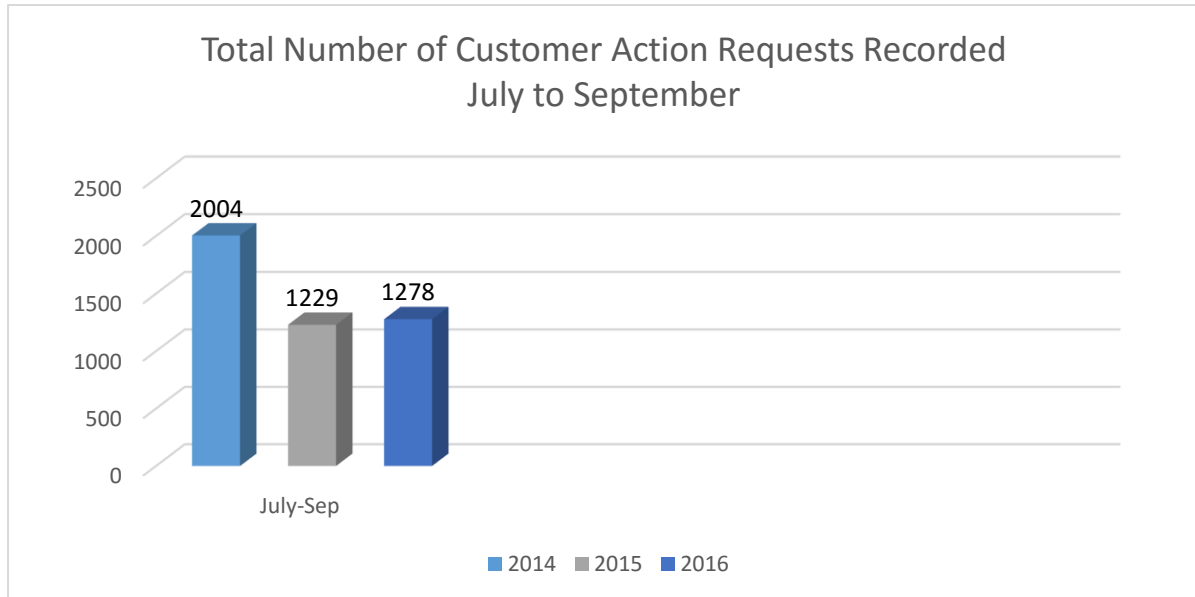
- 9.27 tonnes of paper/carboard
- 82.58 tonnes of steel/metal
- 14.3 tonnes of batteries
- 0.13 tonnes of aluminium cans
- 17 (240L) bins of clear glass
- 13 (240L) bins of brown glass
- 12 (240L) bins of green glass
- 27 (240L) bins of plastic containers
- 22 (240L) bins of small electronics
- 4000 litres of oil
- 182 litres of paint
- 1127m<sup>3</sup> of mulch was sold



#### 4. Governance

##### 4.2 Service – Customer Service Standards

A total of 1278 requests/complaints were received within Technical Services and recorded in NAV throughout the reporting period. These figures do not include all general phone call enquiries received by staff or requests/complaints recorded in InfoXpert.





#### 4.3 People – Human Resources and Workforce Development

##### Number of staff members who are currently undertaking work related study

- Our Asset Officers commenced course work in August to complete a IPWEA Professional Certificate in Asset Management Planning.

##### Number of staff who attended training and what course.

- In August the Technical Services Officer attended a selection of courses provided by the Australian Asphalt Pavement Association. The courses were Pavement Maintenance Practices, Selection of Pavement Surfacing and Asphalt Placement & Compaction.
- The Major Projects Support Officer attended a CDU 2-day course on Project Management Fundamentals in September.
- Our Private Works Officer attended a Safe Systems Workshop presented by ARRB Group from 29<sup>th</sup> to 30<sup>th</sup> September 2016.

##### Number of staff members employed/resigned during the period

- Maintenance Officer commenced on 22 August.
- Open Space Maintenance Officer commenced on 8 September.

##### **Financial Implications:**

Nil

##### **Legislation/Policy:**

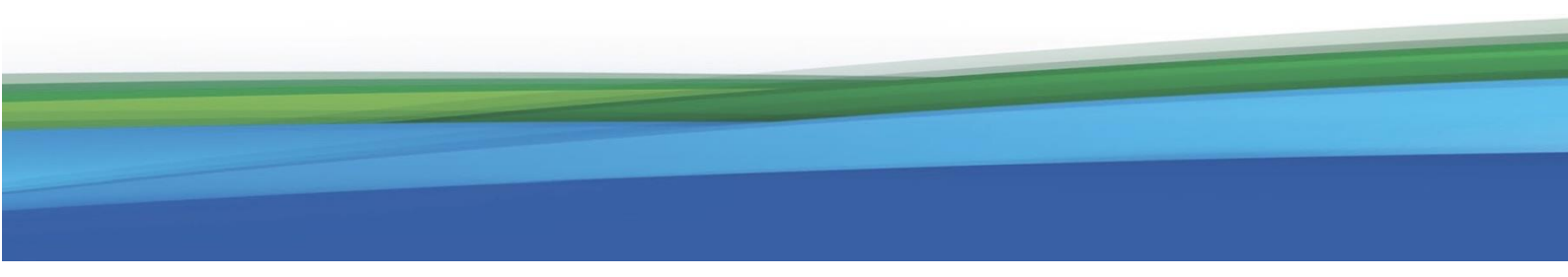
Nil

**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](mailto:mark.spangler@palmerston.nt.gov.au)

##### **Schedule of Attachments:**

Nil



<b>ITEM NUMBER:</b>	13.1.1	Affixation of Common Seal – Variation to Crown Lease Term over Lot 4302 Town of Palmerston
<b>FROM:</b>		Director of Technical Services
<b>REPORT NUMBER:</b>		8/0996
<b>MEETING DATE:</b>		18 October 2016

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**Municipal Plan:**

## 3. Environment &amp; Infrastructure

## 3.1 Environment Sustainability

3.1 We are committed to actively protecting and enhancing the environmental assets and infrastructure of the City of Palmerston, while supporting local businesses and industry in sustainable land use.

**Summary:**

This report seeks Council approval to affix Council's Common Seal and sign the attached Variation of Crown Lease Term (**Attachment A**) between the City of Palmerston and the Department of Lands, Planning and the Environment.

**RECOMMENDATION**

1. THAT Council receives Report Number 8/0996.
2. THAT the Mayor and Chief Executive Officer be authorised to sign and seal the Variation of Crown Lease for Crown Lease Term (CLT) 2255 over Lot 4302 Town of Palmerston.

**Background:**

The City of Palmerston has Crown Lease Term (CLT) 2255 over Lot 4302 Town of Palmerston (Archer Landfill Site).

**General:**

The City of Palmerston has received correspondence advising that the Crown Lease Term (CLT) 2255 over Lot 4302 Town of Palmerston, expires on 30 November 2016. Lot 4302 is the site of the old Archer Landfill site. Approval has been given by the Director Crown Lease Estate, Department of Infrastructure, Planning and Logistics for further extension of 12 months to 30 November 2017.

Council has been issued with a Pollution Abatement Notice by the Northern Territory Environmental Protection Authority to close the landfill site located on Lot 4302. The closure process is expected to take a further 12 months to complete.

**Financial Implications:**

The cost for the Variation of Crown Lease is \$300.00. This cost is currently allowed for in the 2016/17 budget.

**Legislation/Policy:**

The Pollution Abatement Notice over the old Archer Landfill site was issued under the Waste Management and Pollution Control Act.

**Recommending Officer:** Mark Spangler, Director of Technical Services

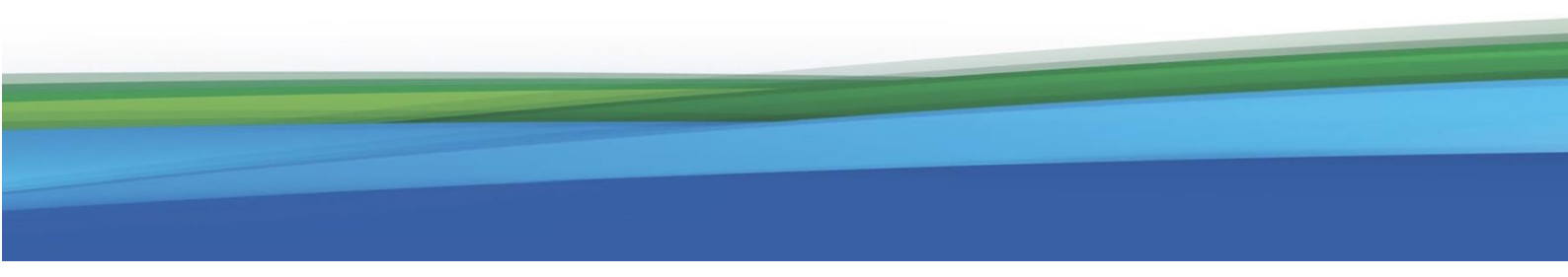
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**Author:** Melissa Moss, Environment and Strategic Support Officer.

**Schedule of Attachments:**

Attachment A: Variation to Crown Lease Form 19.

Attachment B: Letter from Department of Lands, Planning and the Environment.



*Land Title Act*  
REGISTRAR-GENERAL'S DIRECTIONS



NORTHERN TERRITORY OF AUSTRALIA

<b>V</b>	<b>A</b>	<b>No:</b> .....
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**IMPORTANT NOTICE**

Please Note Privacy Statement Overleaf

**VARIATION OF  
CROWN LEASE**

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

(NOTES 1  
- 2)

EXTENSION OF  
LEASE DATE

30 November 2017.

(NOTE 3)

Register	Volume	Folio	Location	Lot Description	Plan	Unit
CLT2255	806	554	Town of Palmerston	Lot 4302	S93/240	

(NOTE 4)

REGISTERED  
PROPRIETOR

Name only: City of Palmerston

(NOTE 5)

POWER TO  
VARY

Section 56 of the *Crown Lands Act*.

(NOTE 6)

DETAILS OF  
VARIATION

N/A

(NOTE 7)

The common seal of the City of Palmerston was hereto affixed in accordance with section 26 of the *Local Government Act* 2016 in the presence of:

on (Date): .....

Signature: .....

Name in full: .....

Position: .....

Signature: .....

Name in full: .....

Position: .....

.....

.....  
SIGNED by: the Delegate of the Minister  
Mark Killen Meldrum, Director Crown Land Estate.

on (Date) .....  
In the presence of:

.....  
Signature of qualified witness

.....  
Full name of qualified witness

.....  
Witness contact address/phone number

.....

.....

(NOTE 8)

Registered on ..... At .....

## CONSENT OF INTEREST HOLDERS (Note 8)

Instrument type: .....

Instrument type: .....

Instrument No: .....

Instrument No: .....

Name of Parties: .....

Name of Parties: .....

I the registered proprietor of the interest shown above  
consent to the registration of this instrument.

Signed: .....

(Date): .....

In the presence of: .....

I the registered proprietor of the interest shown above  
consent to the registration of this instrument.

Signed: .....

(Date): .....

In the presence of: .....

Name of Witness: .....

Name of Witness: .....

Address or Telephone No.: .....

Address or Telephone No.: .....

## SCHEDULE OF NOTES

1. This form may be lodged in duplicate. The original must be typed or completed in ink or biro. The duplicate may be a copy of the original but the signatures of all parties and their witnesses must be original and signed in ink or biro. Alterations to information entered on the form should be crossed out (not erased or obliterated by painting over) and initialled by the parties.
2. If there is insufficient space in any panel use the space above or an annexure sheet (Form 95).
3. Insert the date for an extension of the Crown Lease Term. If this variation does not include an extension of the term insert the words "not applicable".
4. Volume and Folio references must be given together with complete parcel descriptions. If the certificate as to title has been issued it must be produced.
5. Insert full name. Address is not required.
6. Insert the section of the *Crown Lands Act* or other Act specified under which the variation is approved.
7. Insert details of variation.
8. Persons who may witness this document are a Commissioner for Oaths, a member of the Legislative Assembly, a legal practitioner within the meaning of the *Legal Profession Act*, a person holding office under the *Supreme Court Act*, the *Justices Act*, the *Local Court Act* or the *Registration Act*, a member of the Police Force, a person licensed as a conveyancing agent or real estate agent under the *Agents Licensing Act*, a Notary Public and any other person approved by the Registrar-General.

A witness to an instrument executed by an individual must first:

- take reasonable steps to ensure that the individual is the person entitled to sign the instrument;
- have the individual execute the document in the presence of the witness;
- not be a party to the instrument; and
- if witnessing more than one signature, clearly state that he/she has witnessed more than one signature. (ie I have witnessed the two signatures appearing above).

After signing, witnesses must legibly write, type or stamp their names and contact address or telephone number below their signature.

For a corporation, an instrument must be executed in a way permitted by law or sealed with the corporation's seal in accordance with the *Law of Property Act*, Section 48.

For witnessing of instruments executed outside the Northern Territory refer to Schedule 1 of the *Land Title Act* and the Registrar-General's Direction.

9. Quote instrument type, number and attach consent or complete the above consent of interest holders if required.

## PRIVACY STATEMENT – LAND REGISTER FORMS

The Registrar-General's Office is authorised by the *Land Title Act* to collect the information on this form for the establishment and maintenance of the Land Register, which is made available for search by any person, anywhere, including through the Internet, upon payment of a fee. The information is regularly provided to other NT Government agencies, the Australian Valuation Office, local governments, the Australian Bureau of Statistics, the Australian Taxation Office or other Commonwealth Agencies as required or authorised by law, and some private sector organisations for conveyancing, local government, valuation, statistical, administrative and other purposes. The NT Government also uses the information to prepare and sell or licence property sales reports to commercial organisations concerned with the development, sale or marketing of property.

Failure to provide the information in full or in part may prevent your application or transaction being completed.

Your personal information provided on this form can be subsequently accessed by you on request. If you have any queries please contact the Deputy Registrar-General on 8999 5318.



Crown Land Estate  
Level 5 Energy House  
18-20 Cavenagh Street  
DARWIN NT 0800

**Postal Address**  
GPO Box 1680  
DARWIN NT 0800

**T** 08 8999 6148  
**F** 08 8999 5404  
**E** [helen.slee@nt.gov.au](mailto:helen.slee@nt.gov.au)

**File Ref: CLT2255**

Mr Mark Spangler  
Director Technical Services  
City of Palmerston  
PO Box 1  
PALMERSTON NT 0831

Dear Mr Spangler

Thank you for your letter dated 27 September 2016, seeking a further 12 months extension to Crown Lease Term 2255 (CLT) 2255 held by City of Palmerston over the Archer Land Fill site on Lot 4302, Town of Palmerston.

In your correspondence to the Department you advised Council has commenced Stage 1 of the closure of the landfill site under the Pollution Abatement Notice and anticipate these works to be completed by December 2016. The next stage will commence at the completion of the 2017 wet season. It is also a condition of CLT 2255 that the City of Palmerston undertakes remedial works on the site, including removal of all development associated with the waste transfer station, prior to the expiry of the lease.

In order to allow Council time to comply with these conditions I have approved a further 12 months extension to 30 November 2017. However, it should be noted that Lot 4302 is not a result of a subdivision under the *Planning Act*, therefore; this lease cannot be extended beyond 30 August 2018 and all remedial and compliance works must be completed by that date.

A lease variation form is enclosed for execution by the City of Palmerston as per the *Local Government Act*. Please return the completed form together with a cheque for \$300 payable to Receiver of Territory Monies for document preparation and lodgement fees. Upon receipt, this Department will register the form with the Land Titles Office. A tax invoice and a copy of the search certificate noting the extension of the term will be then forwarded to you.

Please direct the information to Ms Helen Slee, Project Officer at e-mail: [helen.slee@nt.gov.au](mailto:helen.slee@nt.gov.au) and should you have any queries in the meantime, please contact Ms Slee on (08) 8999 6148.

Yours sincerely,



Mark Meldrum  
Director Crown Land Estate

3 October 2016

<b>ITEM NUMBER:</b>	13.1.2	Liquor Licence Application - Lot 4536 (11) University Avenue, Palmerston - Permanent Variation and Material Alterations to existing Liquor Licence - Arch Rival Bar & Grill
<b>FROM:</b>	Director of Technical Services	
<b>REPORT NUMBER:</b>	8/0998	
<b>MEETING DATE:</b>	18 October 2016	

## Municipal Plan:

2. Economic Development

2.3 City Planning

2.3 We are committed to effective and responsible city planning which balances and meets both residential and commercial needs in our community.

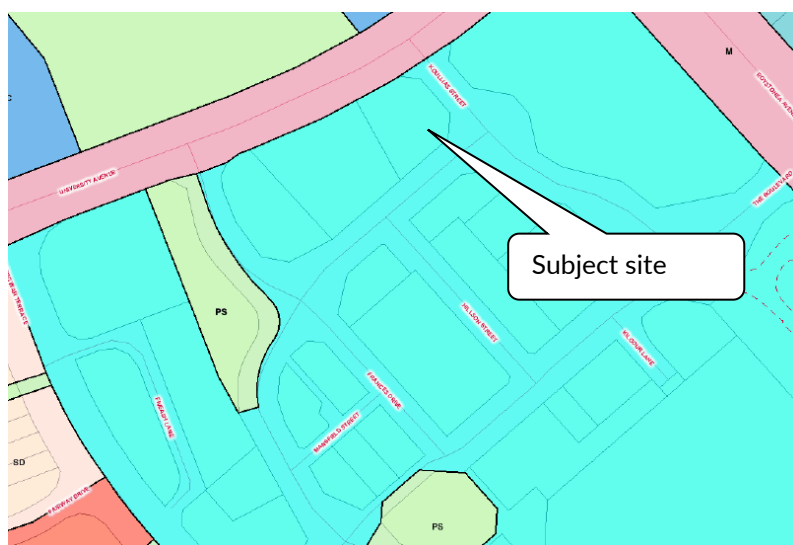
## Summary:

This report outlines issues to be considered by Council in regard to a proposed permanent variation and material alterations to existing Liquor Licence on Lot 4536 (11) University Avenue, Palmerston (Arch Rival Bar & Grill).

## RECOMMENDATION

1. THAT Council receives Report Number 8/0998.
2. THAT Council endorses Attachment A to Report Number 8/0998.

## Background:



Source: NT Atlas and Spatial Data Directory

The subject site contains the existing Arch Rival Bar & Grill. In June 2016 a Development Application was advertised to partially enclose the outdoor area located on the verge with a roof over the existing alfresco dining area and the removal of existing garden on the site to be replaced with new outdoor smoking area, with new retractable awning and manicured landscaping. Council did not object to the proposed application, noting the refurbishment was a positive outcome for the site. The application was approved by the Development Consent Authority (DCA) via Development Permit DP2016/0264 on 17 June 2016.

Council Officers acknowledge that the proposed variation to the Liquor licence now seeks to reflect the material changes made to the site as part of the approved refurbishments.

#### Liquor License:

The application seeks a permanent variation and material alterations to the liquor license to reflect a Development Permit from the DCA for the alterations in accordance with the approved plans.

Specifically, the permanent variation to the premises will consist of:

- Creation of a separate 24m<sup>2</sup> beer garden and incorporated smoking area. This area will increase the licensed area of the premises.

The applicant seeks to increase the licenced area to include a 24m<sup>2</sup> outdoor beer garden as a smoking area. The structure will include fans and lighting with seating options located within the private property owned by the landlord of the premises. The area will provide the smoking patrons a smoking area away from all dining spaces while allowing direct access from the gaming room.

The material alterations to the premises will consist of:

- Change the current canvas shade structure on top of the alfresco dining area to a solid structure

The applicant seeks to change the current canvas shade structure area to a solid structure allowing for the utilisation of the area throughout the full year. It is proposed that the area will include fans and lighting. The structure will be free standing over the current alfresco dining area.

All other times and conditions of both the Liquor Licence and Gaming Machine Licence will remain unchanged.

#### **General:**

Officers note that the proposed variation reflects changes made as approved by the DCA and the proposal is consistent with the existing approval on the site.

In this particular case no objection to the application is raised.

#### **Financial Implications:**

There are no financial implications for Council as a result of this proposal.

#### **Legislation/Policy:**

There are no legislation or policy implications for Council as a result of this proposal.



**Recommending Officer:** Mark Spangler, Director of Technical Services

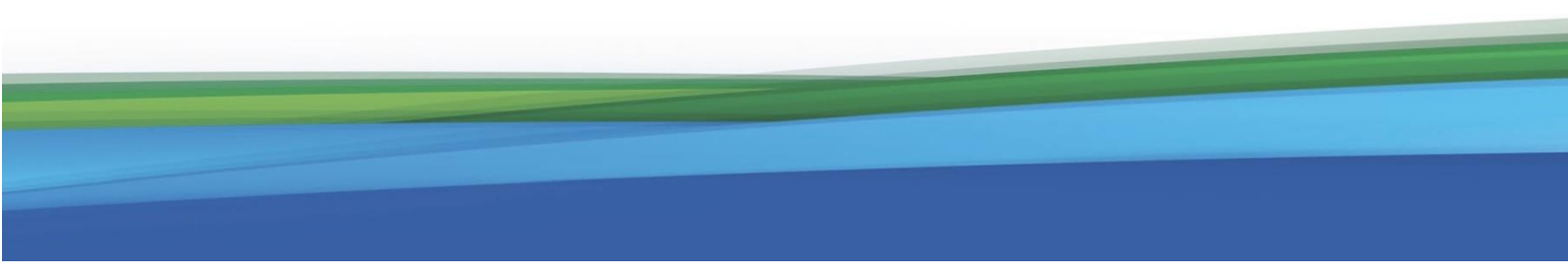
Any queries on this report may be directed to Mark Spangler, Director of Technical Services on telephone (08) 8935 9958 or email [mark.spangler@palmerston.nt.gov.au](mailto:mark.spangler@palmerston.nt.gov.au)

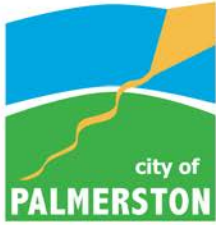
**Author:** Gerard Rosse, Manager Planning and Environment Services

**Schedule of Attachments:**

Attachment A: Council's letter of comment for Liquor Licence Application - Lot 4536 (11) University Avenue, Palmerston - Permanent Variation and Material Alterations to existing Liquor Licence - Arch Rival Bar & Grill.

Attachment B: Proposed Liquor Licence Application.





Please include the following reference in all correspondence

ID: \*MAS:gr\* 19/10/2016

19/10/2016

Director-General  
Department of Business  
GPO Box 1154  
DARWIN NT 0801

Telephone  
(08) 8935 9922

Facsimile  
(08) 8935 9900

Email  
[palmerston@palmerston.nt.gov.au](mailto:palmerston@palmerston.nt.gov.au)

Civic Plaza  
1 Chung Wah Terrace

[www.palmerston.nt.gov.au](http://www.palmerston.nt.gov.au)

Dear Sir/Madam

**Liquor Licence Application**  
**Lot 4536 (11) University Avenue, Palmerston - Permanent Variation and Material**  
**Alterations to existing Liquor Licence - Arch Rival Bar & Grill**

-----

Thank you for the Liquor Licence Application referred to this office on 21 September 2016 concerning the Liquor Licence Application on Lot 4536 (11) University Avenue, Palmerston.

Council does not object to the granting of the Permanent Variation and Material Alterations to existing Liquor Licence - Arch Rival Bar & Grill on Lot 4536 (11) University Avenue, Palmerston.

If you require any further discussion in relation to this application please feel free to contact me on 8935 9923.

Yours sincerely

Mark Spangler  
Director Technical Services



**LIQUOR ACT****1st NOTICE OF APPLICATION FOR PERMANENT VARIATION AND  
MATERIAL ALTERATIONS FOR THE LICENSED AREA OF****THE ARCH RIVAL BAR & GRILL**

T.J. Investments (NT) Pty Ltd hereby gives notice that it has applied to the Director-General for a permanent variation and material alterations for the premises known as The Arch Rival Bar & Grill located at Shop 1, 2 & 3 Lot 4536, University Avenue, Palmerston, NT 0830

**The permanent variation to the premises will consist of:**

- Creation of a separate 24 square metre beer garden and incorporated smoking area. This area will increase the licensed area of the premises.

**The material alterations to the premises will consist of:**

- Change the current canvas shade structure on top of the alfresco dining area to a solid structure

All other times and conditions of both the Liquor Licence and Gaming Machine Licence will remain unchanged.

This is the first notice of the application. The notice will be published again on Friday 23 September 2016

The objection period is deemed to commence from Friday 23 September 2016

The objection period will close on Monday 24 October 2016.

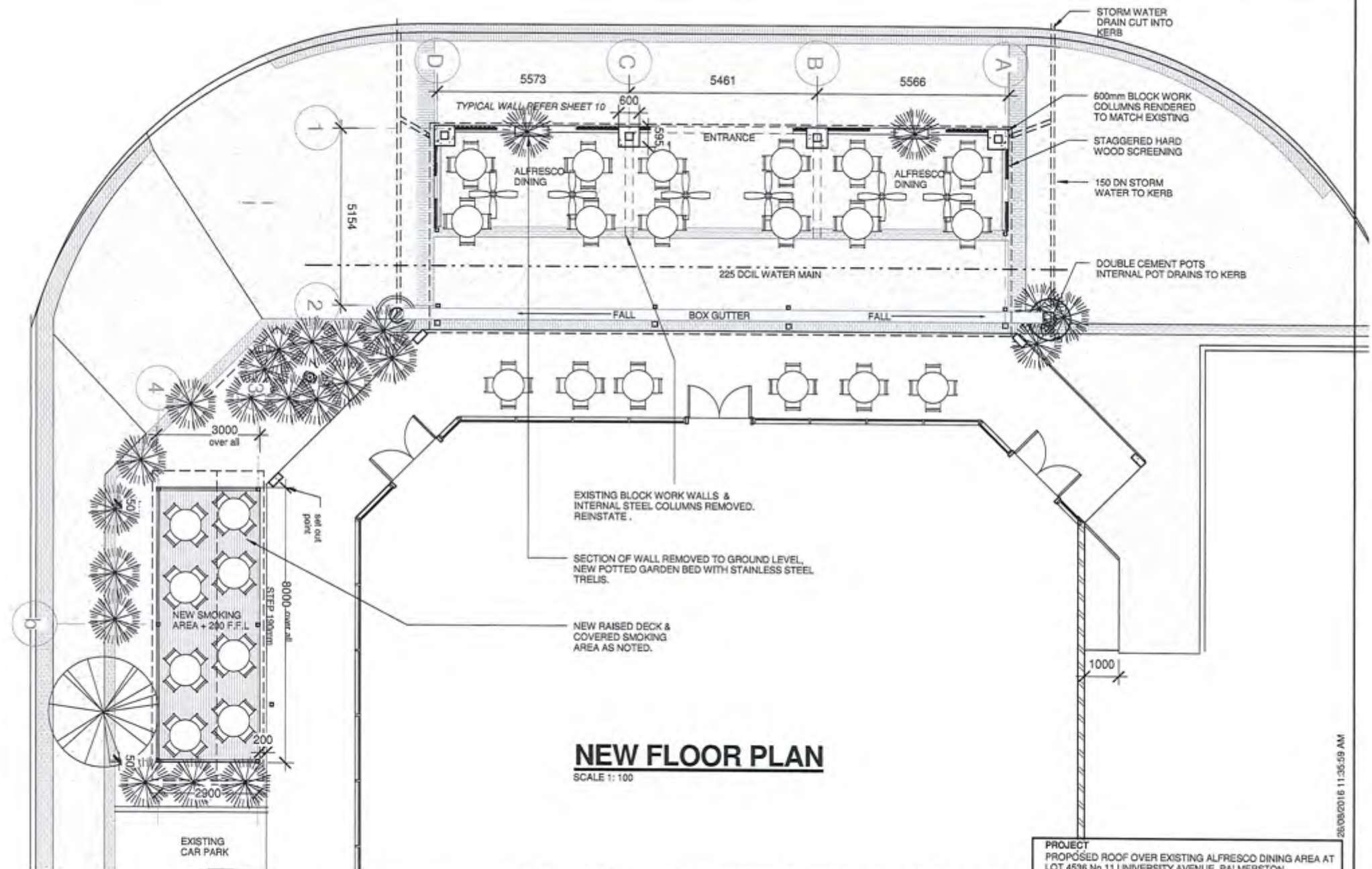
Pursuant to Section 47F (2) of the *Liquor Act* an objection may only be made on the ground that the grant of the licence may or will adversely affect:

- (a) the amenity of the neighbourhood where the premises the subject of the application are or will be located; or
- (b) health, education, public safety or social conditions in the community.

Only those persons, organisations or groups described in Section 47F (3) of the *Liquor Act* may make an objection. Section 47G of the *Liquor Act* requires the Director-General of Licensing to inform the applicant of the substance of any objection. This will include the identity and where relevant the address of the objector. Objections to this application should be lodged in writing with the Director-General of Licensing within thirty (30) days of the commencement date of the objection period.

For further information regarding this application contact the Director-General of Licensing on telephone 8999 1800. Objections to this application should be lodged in writing with the Director-General of Licensing, Licensing NT, GPO Box 1154, Darwin, or e-mailed to [director-generaloflicensing.dob@nt.gov.au](mailto:director-generaloflicensing.dob@nt.gov.au) within thirty (30) days of the commencement date of the objection period.

Dated this 21 Day of September 2016



28/08/2016 11:35:59 AM



MICK GORHAM  
PH 08866602 -MO 045446866  
PO BOX 1272 PALMERSTON 6831 N.T.  
E-razorbakdesigner@bigpond.com

CLIENT

JASON HANNA

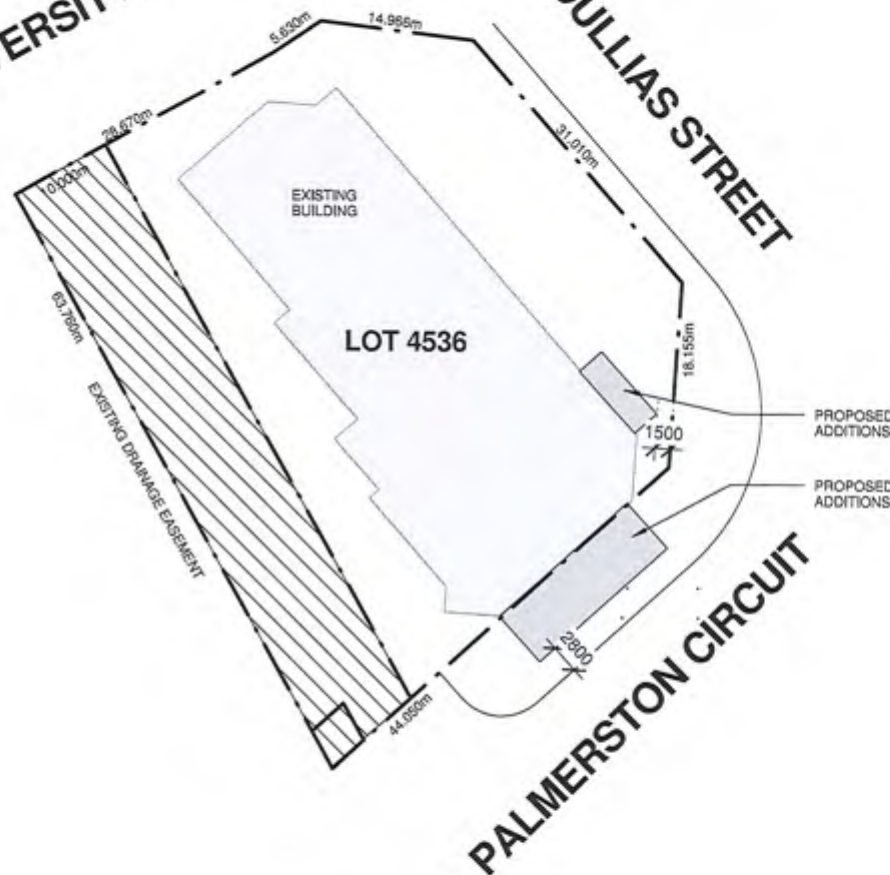
DO NOT SCALE OFF THE DRAWING CHECK ALL DIMENSIONS ON SITE PRIOR TO COMMENCING OF ANY WORK ON OR OF SITE

PROJECT PROPOSED ROOF OVER EXISTING ALFRESCO DINING AREA AT LOT 4536 No 11 UNIVERSITY AVENUE, PALMERSTON				
<b>NEW PLAN</b>				DATE 26 - 8 - 2016
DRAWN M.G.	AMENDMENT	SCALE	SHEET 2 OF 11	DRAWING No No 306 - A3
CHECKED				

## NOTES

- G1 VERIFY ALL DIMENSIONS RELEVANT TO SETTING OUT AND OFF SITE WORK BEFORE CONSTRUCTION IS COMMENCED.
- F1 FOUND ALL FOOTINGS IN ORIGINAL UNDISTURBED GROUND HAVING A SAFE BEARING CAPACITY OF 150 kpa .
- C1 CONCRETE SHALL BE  $F_{cu}$  25 mpa AT FLOOR SLABS AND FOOTINGS AND ALL WORK SHALL COMPLY WITH AS3600.
- C2 20mm SAW CUT OR OTHER TYPE OF CONTROL JOINTS MAY BE PROVIDED AT 5.5M CRT'S IN BOTH DIRECTIONS OF CONCRETE SLAB .
- T1 CERTIFICATION OF TERMITE TREATMENT TO AS 3660.1 CHEMICAL APPLICATION IS TO BE APPROVED BY NATIONAL REGISTRATION AUTHORITY.  
IF ENGINEERED FLOOR SLAB SYSTEM AS2870 TO BE USED, USE R/F62 MESH IN SLAB. PROVIDE STAINLESS STEEL MESH UNDER SAW CUT JOINTS AT 5.5m CRT'S MAX. SEAL ALL PENETRATIONS WITH APPROVED COLLARS. HAND SPRAY REQUIRED UNDER MAIN FLOOR SLAB . REFER BUILDING CERTIFIER FOR DETAILED PROCEDURES.
- T2 A 300 WIDE x 50 DEEP CONCRETE MOWING STRIP IS REQUIRED OUTSIDE ALL CONCRETE FLOOR SLABS COVERING PART 'B' TREATMENT.
- P1 FLOOR WASTES TO BE 250mm MIN ABOVE NATURAL GROUND.
- P2 WALLS AND FLOORS TO WET AREAS TO HAVE SMOOTH FINISH IMPERVIOUS TO MOISTURE 300 SPLASH BACKS TO SINKS BASINS, 1800 HIGH AT SHOWER RECESS. COMPLY TO AS3740 AND F1 OF BUILDING CODE OF AUSTRALIA.
- P3 ALL PLUMBING AND DRAINAGE TO COMPLY TO AS3500.
- W1 WINDOWS AND DOORS INCLUDING FRAMES, GLAZING AND FIXINGS TO COMPLY WITH AS1288, AS2047 AND D.T.C M412/2 AND BE CERTIFIED BY MANUFACTURER.  
BUILDER TO CHECK THAT FRAME SIZES SUIT CONSTRUCTED OPENINGS. WINDOWS LESS THAN 1500mm FROM BASE OF SHOWER SUBSTRATE ARE REQUIRED TO BE SAFETY GLASS IN ACCORDANCE WITH AS1288.  
WHERE WINDOW FIXINGS ARE NOT SUPPLIED BY MANUFACTURER USE no 14 TEKS @ 300 CTR'S FULL PERIMETER OF WINDOW FOR STEEL WALLS M8 DYNA BOLTS TO BLOCKWORK 300 CTR'S MAX.
- SD1 SLIDING GLASS DOORS TO HAVE MOTIFS AT MID HEIGHT, IF GLASS PANELS EXCEED 0.5m<sup>2</sup> SAFTY GLASS IS REQUIRED.
- S1 ALL STEEL TO STEEL WELDS TO BE CONTINUOUS FILLET WELD FOR PERIMETER OF CONTACT AS PER THICKNESS SPECIFIED.
- S2 STEELWORK SHALL BE BY EXPERIENCED TRADESMAN AND TO REQUIREMENTS OF AS4100 & AS/NZ 4600.  
MINIMUM COATING TO BE DURALGAL WITH TOP COAT PAINT FINISH TO DULUX SPECIFICATIONS.
- G2 PROPRIETARY ITEMS SHALL BE CONSTRUCTED AS PER MANUFACTURERS SPECIFICATION.
- FIRE SMOKE ALARMS ARE TO BE INSTALLED WHERE SHOWN ON PLAN IN ACCORDANCE WITH B.C.A PART 3.7.2 PHOTOELECTRIC OR IONISATION TYPES ARE TO BE FITTED IN OR UNDER CIELING WITH NO DEAD AIR SPACES, IN HALLWAYS BETWEEN BEDROOMS AND OTHER HABITABLE AREAS.

UNIVERSITY AVENUE



## SITE PLAN

SCALE 1:500



MICK GORHAM  
PH 89886622 -MO 0404468866  
PO BOX 1272 PALMERSTON 0831 N.T.  
E-razorbakdesigner@bigpond.com

CLIENT

JASON HANNA

PROJECT PROPOSED ROOF OVER EXISTING ALFRESCO DINING AREA AT LOT 4536 No 11 UNIVERSITY AVENUE PALMERSTON.				
SITE PLAN & NOTES				DATE 26 - 8 - 2016
DRAWN M.G.	AMENDED	SCALE 1:10	SHEET 11 OF 11	DRAWING No No 306 - A3
CHECKED				





**ITEM NUMBER:** 13.1.3 TS2016/08 – Civil Works and Miscellaneous Services Period Contract.

**FROM:** Director of Technical Services

**REPORT NUMBER:** 8/0999

**MEETING DATE:** 18 October 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 JLM Civil Works Pty Ltd tender is assessed as offering the best value for money to undertake Contract TS2016/08 – Civil Works and Miscellaneous Services.

**RECOMMENDATION**

1. THAT Council receives Report Number 8/0999.
2. THAT Council award contract TS2016/08 – Civil Works and Miscellaneous Services Period Contract to JLM Civil Works Pty Ltd for the amount of \$1,559,317.75 (GST exclusive).
3. THAT the Mayor and Chief Executive Officer are granted consent to sign and seal all required contract documentation for the contract TS2016/08 – Civil Works and Miscellaneous Services Period Contract.

**Background:**

Tenders were sought for Contract TS2016/08 – Civil Works and Miscellaneous Services Period Contract through the advertisement placed in the NT News on Saturday 10 and Thursday 15 September 2016 as well as on the Council website from 12 September 2016.

Twenty two (22) Contractors collected the tender from Council. Nine (9) Contractors submitted tenders with supporting documents. All tenders were opened by the Council tender opening committee immediately after the closing time at 2pm on Monday 3 October 2016.

All tenders were assessed against the following criteria. The criteria had the indicated weightings.

<b>Insert Tender Name: TS2016/08 – Civil Works and Miscellaneous Services Period Contract</b>		
<b>Tenderer</b>		
<b>Ref</b>	<b>Non-price Criteria</b>	<b>Weighting</b>
1	Local industry	10%
2	Past performance experience	10%
3	Resources	10%
4	Methodology knowledge and skills	10%
<b>Sub total</b>		<b>40%</b>
<b>Tendered Price</b>		<b>60%</b>

#### **General:**

The received tenders with prices (GST exclusive) are as follows;

<b><i>Tenderers Name</i></b>	<b><i>Tendered Amount</i></b>
Poullas Brothers Constructions Pty Ltd	\$1,375,222.90
JLM Civil Works Pty Ltd	\$1,559,317.75
Akron Group NT Pty Ltd	\$1,953,825.00
Piening Holdings Pty Ltd	\$2,546,660.00
CN Advanced Concreting	\$2,562,980.00
NS Constructions (NT) Pty Ltd	\$2,757,250.00
BCL Group Pty Ltd	\$3,018,691.00
Mugavin Contracting Pty Ltd	\$3,113,491.00
Vrahos Constructions	\$3,916,250.00

All Contractors assessed by the Tender Evaluation Committee were identified as being capable of performing the works to the standard described in the tender documents.

In addition to price, the tender evaluation panel has taken into account past performance of similar works, resources to perform the contract, methodology and understanding of the scope, and the tenderers' current commitments. Assessment was performed based on the documents supplied.

While Poullas Brothers Constructions Pty Ltd did submit the lowest priced tender after evaluating all tenders against both the price and non-price criteria, the tender submitted by JLM Civil Works Pty Ltd, was considered to offer the best value for money and ability to perform all aspects of the contract in a timely manner.

#### **Financial Implications:**

Funds have been allocated in the 2016/2017 budget.



**Legislation/Policy:**

City of Palmerston Procurement Policy.

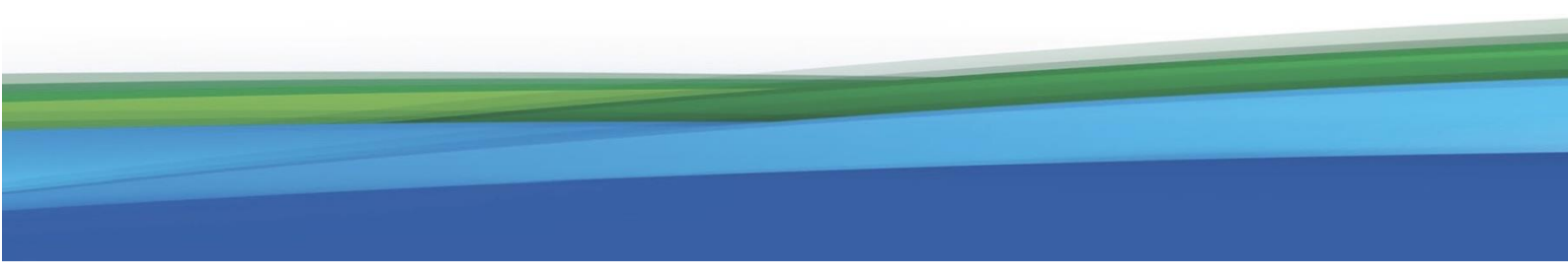
**Recommending Officer:** Mark Spangler, Director of Technical Services

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](mailto:mark.spangler@palmerston.nt.gov.au)

**Author:** Rishenda Moss. Environment and Emergency Operations Officer.

**Schedule of Attachments:**

Nil



**ITEM NUMBER:** 13.1.4 Shared Services Agreement with West Arnhem Regional Council

**FROM:** Director of Technical Services

**REPORT NUMBER:** 8/1000

**MEETING DATE:** 18 October 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:**

This report seeks in principle consent from Council to the sharing of a Truxor aquatic weed harvester and operators with the West Arnhem Regional Council.

**RECOMMENDATION**

1. THAT Council receives Report Number 8/1000.
2. THAT subject to the success of Council's funding application under the Department of Local Government and Community Services Special Purpose Grant application 2016/17 for the purchase of a Truxor aquatic weed harvester Council agrees to enter into an agreement for the shared service of the plant and operators.

**General:**

City of Palmerston has made application for the funding of an additional Truxor aquatic weed harvester in the last two rounds of the Department of Local Government and Community Services Special Purpose Grant (SPG) scheme to assist with harvesting its lakes.

Since making its last application West Arnhem Regional Council has approached City of Palmerston to assist with managing the aquatic weeds in the Jabiru Township lake. West Arnhem Regional Council have agreed to support City of Palmerston's application for a Truxor weed harvester in the latest round of the SPG provided the plant is made available to harvest the Jabiru lake at cost. It is expected that there would be 1 to 2 harvests a year taking approximately 10 working days per harvest to complete.

**Financial Implications:**

Nil.

**Legislation/Policy:**

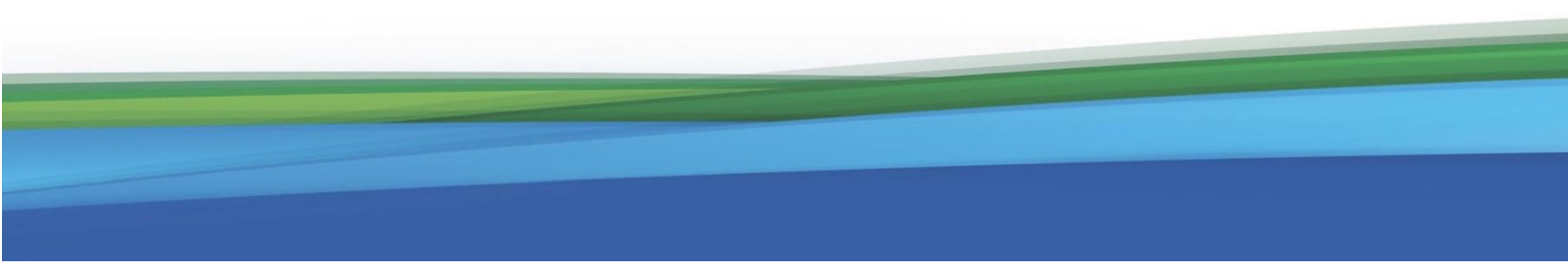
Nil.

**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](mailto:mark.spangler@palmerston.nt.gov.au)

**Schedule of Attachments:**

Nil.



**ITEM NUMBER:** 13.1.5 2016 Compliance Review Report  
**FROM:** Chief Executive Officer  
**REPORT NUMBER:** 8/1001  
**MEETING DATE:** 18 October 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:**

This report presents an update to Elected Members following the receipt of the Department of Local Government and Community Services 2016 Final Compliance Review Report for the City of Palmerston.

**RECOMMENDATION**

THAT Council receives Report Number 8/1001.

**Background:**

Earlier this year, the Department of Local Government and Community Services completed a Compliance Audit of the City of Palmerston pursuant to Part 15.2 of the Local Government Act. A copy of the Final Compliance Report and an update on actions taken was provided to the Ordinary Council Meeting held on 19 July 2016. The decisions of Council made at this meeting included: -

- *THAT the Chief Executive Officer address the recommended remedial actions and minor items contained in the 2016 Compliance Review Report to the satisfaction of the Department of Local Government and Community Services; and*
- *THAT the Chief Executive Officer report back to Council on all actions taken to address the issues contained in the Compliance Review Report.*

Given that many of the issues have now been addressed, an update report was provided to the Department on 7 October 2016 and a copy of this correspondence is provided as **Attachment A**.

**General:**

There are now only two outstanding issues being: -

- Issue 5      Human Resource Policy HR02.2 to be reviewed and updated prior to 31 August 2016;
- Issue 9      By 31 October 2016, the CEO must ensure council has written procedures for conducting regular stocktakes of its property.

The policy mentioned under Issue 5 has now been reviewed and updated and will soon be forwarded to the Department as requested. I anticipate Issue 9 to be resolved by the due date of 31 October 2016. I have not included a full copy of the supporting documentation for action taken on all issues as this runs into hundreds of pages, however should an Elected Member require this, I shall arrange for an electronic to be forwarded.

**Financial Implications:**              Nil

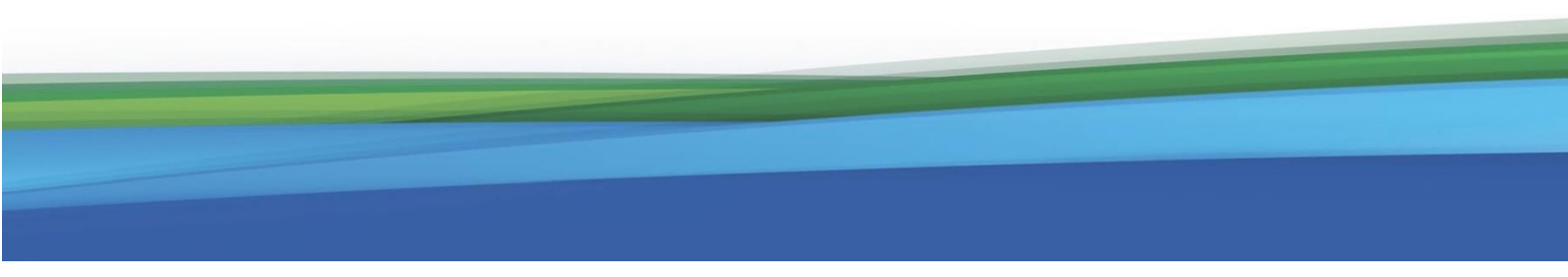
**Legislation/Policy:**                  Section 205 Local Government Act

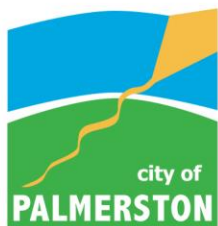
**Recommending Officer:**           Ricki Bruhn, Chief Executive Officer

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](mailto:ricki.bruhn@palmerston.nt.gov.au)

**Schedule of Attachments:**

Attachment A -                          Letter forwarded to the Department of Local Government and Community Services dated 7 October 2016





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](http://www.palmerston.nt.gov.au)

Please include the following reference in all correspondence

File: 310022

ID: RB:ch

7 October 2016

Department of Local Government and Community Services  
Director Sustainability and Compliance  
GPO Box 2850  
DARWIN NT 0801

Attention: Ms Meeta Ramkumar

[Meeta.ramkumar@nt.gov.au](mailto:Meeta.ramkumar@nt.gov.au)

Dear Meeta

## **RE: Update on actions taken from 2016 Compliance Review**

Thank you for your letter dated 1 July 2016 which included a copy of the 2016 Final Compliance Review Report for the City of Palmerston. This Final Report was presented to a meeting of Council held on 19 July 2016 where the following decisions were carried: -

- *THAT the Chief Executive Officer address the recommended remedial actions and minor items contained in the 2016 Compliance Review Report to the satisfaction of the Department of Local Government and Community Services;*
- *THAT the Chief Executive Officer report back to Council on all actions taken to address the issues contained in the Compliance Review Report.*

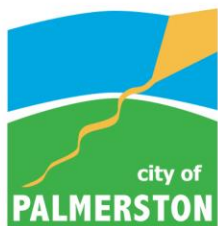
In accordance with the first decision above, I felt it was timely to provide a comprehensive update on the actions which have been taken since receiving this Report. Please see attached documentation which provides actions taken on Issues 1-4, 6-8 and 10-12. Issue 5 is yet to be completed and I anticipate Issue 9 will be completed by the due date of 31 October 2016.

In relation to the Minor Items I can advise of the following: -

- Item 1 – The CEO has certified the Rates Assessment for 2016/2017 before the adoption of the budget for that financial year (see attached copy of Agenda report and Minute);
- Item 2 – Arrangements will be made for the Records and Document Management Policy to be reviewed;
- Item 3 – Council does not have the resources to scan and index all hardcopy legacy documents into our current records system which have been received and created since the commencement of the council in 1985;

Please address all  
correspondence to  
Chief Executive Officer  
PO Box 1  
Palmerston NT 0831  
ABN 42 050 176 900





- Item 4 – Completed – A specimen signature book already exists which enables signatures to be verified;
- Item 5 – Consideration will be given to creating such a policy

I will provide written confirmation once the outstanding issues have been finalised.

Telephone  
(08) 8935 9922

Facsimile  
(08) 8935 9900

Email  
[palmerston@palmerston.nt.gov.au](mailto:palmerston@palmerston.nt.gov.au)

Civic Plaza  
1 Chung Wah Terrace

[www.palmerston.nt.gov.au](http://www.palmerston.nt.gov.au)

Yours sincerely

A handwritten signature in black ink that reads "Ricki Bruhn".

Ricki K Bruhn  
Chief Executive Officer

### Issue 1

Staff responsibilities regarding inspectors under Section 209.

An email was forwarded to all staff on 12 July 2016 making them aware of their responsibilities regarding inspectors under Section 209 of the Local Government Act. A copy of the email forwarded is attached for your information.

### Issue 2

Long Service Leave Records

- Due date 31 July 2016
- Council must implement a formal process to ensure records are properly made and maintained with regards to actioning elections made under section 109 of the Act.

HR01.10 'Transferee of Long Service Leave' Guideline approved on 15 August 2016.

Attachment A - HR Guideline HR01.10 Transferee of Long Service Leave

### Issue 3

EM02 Elected Members Benefits and Support Policy

- Due date 31 August 2016

Reviewed Council Policy EM02 'Elected Members Benefits and Support, presented to the Governance and Organisation Committee meeting held on 11 August 2016. The Committee recommended that council adopt the reviewed policy.

At its Council meeting held on 16 August 2016, a decision was made that the policy be brought to Council for consideration.

The reviewed policy was presented to the 6 September 2016 Council Meeting, where council resolved not to accept reviewed policy EM02.

The current EM02 policy has been updated with the correct Department name and notes that Guideline 1 and Guideline 6 have been revoked.

Attachment A - Report and reviewed policy – Governance & Organisation Meeting 11 August 2016

Attachment B - Governance and Organisation Committee Decision – 11 August 2016

Attachment C - Council Decision – 16 August 2016

Attachment D – Report and reviewed policy – Council Meeting 6 September 2016

Attachment E - Council Decision – 6 September 2016

Attachment F - Current EM02 Elected Members Benefits and Support Policy

Issue 4

Published Budget located on Council Website

Attachment A - Screen shot of Published Annual Budgets listed on the City of Palmerston Website.

Located:- <http://www.palmerston.nt.gov.au/council/council-reporting/council-publications/annual-budgets>

Issue 5

Travel Activity in Council's Training / Development and Study Assistance Policy

- Due date 31 August 2016
- Review and update HR Policy HR02.2 and any associated form(s) for content and consistency.
- Review and update HR Policy HR02.2 in consideration of findings 1 – 4 with reference to ATO requirements.

Issue 6

Internal Control Policy (petty cash)

- Due date 31 August 2016
- Review the Internal Controls Policy (FIN08)
- Once updated the CEO must communicate with staff to ensure set procedures are being followed in line with policy.

Reviewed Council Policy FIN08 Internal Controls, presented to the Governance and Organisation Committee meeting held on 9 June 2016. The Committee recommended that Council adopt the reviewed policy. Policy adopted by Council at its meeting held on 21 June 2016.

Attachment A - Copy of report and reviewed policy

Attachment B - Governance and Organisation Committee Decision

Attachment C - Council Decision to adopted reviewed policy FIN08 Internal Controls

Issue 7

Common Seal Register and Election and Polls Register

- Due date 30 September 2016

The Common Seal Register and the Terms of Office Register are now located in the main council drive accessed by the office of the CEO and Records. P:\Council Documents\COUNCIL REGISTERS

Formal procedures have been put in place.

Attachment A - Copy 8th Common Seal Register

\* NOTE CONFIDENTIAL DECISIONS LISTED ON SEAL REGISTER

Attachment B - Common Seal Register Procedure

Attachment C - Terms of Office Register

Attachment D - Terms of Office Register Procedure

Issue 8

Financial Delegations Review

- Due date 30 September 2016

Review of Council Policy FIN07 Financial Delegations, presented to the Governance and Organisation Committee meeting held on 12 May 2016. The Committee recommended that Council adopt the reviewed policy. Policy adopted by Council at its meeting held on 17 May 2016.

Attachment A - Copy of report and reviewed policy

Attachment B - Governance and Organisation Committee Decision

Attachment C - Council Decision to adopt reviewed policy FIN07 Financial Delegation

Issue 9

Stocktake

- Due date 31 October 2016
- Written procedures for conducting regular stocktakes of its property.

Issue 10

Review of Procurement Policy FIN04

- Due date 31 August 2016

Review of Council Policy FIN04 Procurement, presented to the Governance and Organisation Committee meeting held on 9 June 2016. The Committee recommended that Council adopt the reviewed policy. Policy adopted by Council at its meeting held on 21 June 2016.

Attachment A - Copy of report and reviewed policy

Attachment B - Governance and Organisation Committee Decision

Attachment C - Council Decision to adopt reviewed policy FIN04 Procurement

Issue 11

Financial policies due for review by 30 September 2016

- FIN08 – Internal Controls	REFER TO ISSUE 6
- FIN24 – Chart of Accounts	ADOPTED BY COUNCIL 17 MAY 2016
- FIN23 – Credit Card	ADOPTED BY COUNCIL 17 MAY 2016
- FIN22 – Grant Income	ADOPTED BY COUNCIL 20 SEPTEMBER 2016
- FIN15 – Asset Disposal	ADOPTED BY COUNCIL 21 JUNE 2016
- FIN14 – Asset Revaluation	ADOPTED BY COUNCIL 19 APRIL 2016
- FIN13 – Asset Depreciation	ADOPTED BY COUNCIL 19 APRIL 2016
- FIN12 – Asset Capitalisation	ADOPTED BY COUNCIL 19 APRIL 2016
- FIN07 – Financial Delegations	REFER TO ISSUE 8
- FIN20 – Borrowing	ADOPTED BY COUNCIL 17 MAY 2016
- FIN16 – Computer Based Accounting	ADOPTED BY COUNCIL 19 APRIL 2016
- FIN11 – Employee Entitlement	ADOPTED BY COUNCIL 19 APRIL 2016
- FIN06 – Investment	ADOPTED BY COUNCIL 17 MAY 2016
- FIN05 – Fleet Management	APPROVED 4 AUGUST 2016 – INTERNAL POLICY
- FIN04 – Procurement	REFER TO ISSUE 10
- FIN03 – Annual Financial Statements	ADOPTED BY COUNCIL 21 JUNE 2016
- FIN01 – Finance	ADOPTED BY COUNCIL 17 MAY 2016
- FIN02 – Financial Management	ADOPTED BY COUNCIL 21 JUNE 2016 & REVIEWED AND ADOPTED BY COUNCIL 16 AUGUST 2016

Attachment A – FIN24 – Copy of report and reviewed policy

Attachment B – FIN23 – Copy of report and reviewed policy

Attachment C – FIN20 – Copy of report and reviewed policy

Attachment D – FIN06 – Copy of report and reviewed policy

Attachment E – FIN01 – Copy of report and reviewed policy

Attachment F – Governance and Organisation Committee Decision FIN24, FIN23, FIN20, FIN06, FIN01

Attachment G – Council decision to adopt reviewed policies FIN24, FIN23, FIN20, FIN06, FIN01

Attachment H – FIN22 - Copy of report and reviewed policy

Attachment I – Governance and Organisation Committee Decision FIN22

Attachment J – Council decision to adopt reviewed policy FIN22

Attachment K – FIN15 - Copy of report and reviewed policy

Attachment L – FIN03 - Copy of report and reviewed policy

Attachment M – FIN02 - Copy of report and reviewed policy

Attachment N – Governance and Organisation Committee Decision FIN15, FIN03, FIN02

Attachment O – Council decision to adopt reviewed policies FIN15, FIN03, FIN02

Attachment P – FIN14 - Copy of report and reviewed policy

Attachment Q – FIN13 - Copy of report and reviewed policy

Attachment R – FIN12 - Copy of report and reviewed policy

Attachment S – FIN16 - Copy of report and reviewed policy

Attachment T – FIN11 - Copy of report and reviewed policy

Attachment U – Governance and Organisation Committee Decision FIN14, FIN13, FIN12, FIN16, FIN11

Attachment V – Council decision to adopt reviewed policies FIN14, FIN13, FIN12, FIN16, FIN11

Attachment W – Approved FIN05 ‘Fleet Management’ Internal Policy

Attachment X – FIN02 - Copy of report and reviewed policy

Attachment Y – Governance and Organisation Committee Decision FIN02

Attachment Z – Council decision to adopt reviewed policy FIN02

Issue 12

Organisation Chart and Roles and Responsibilities of Senior Management located on Website.

- Due date 31 July 2016

Attachment A - Screen shot of the City of Palmerston Website listing the Roles and Responsibilities of Senior Management and the Organisation Chart. Located:-  
<http://www.palmerston.nt.gov.au/council/about-the-council/management>



**ITEM NUMBER:** 13.1.6 Financial Report for the Month of September 2016  
**FROM:** Director of Corporate and Community Services  
**REPORT NUMBER:** 8/1002  
**MEETING DATE:** 18 October 2016

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**Municipal Plan:**

## 4. Governance &amp; 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 September 2016.

**RECOMMENDATION**

THAT Council receives Report Number 8/1002.

**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 any 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 30 September 2016.

**Financial Implications:**

Nil.

**Legislation/Policy:**

Council policies, the Local Government Act and associated regulations and the Australian Accounting Standards.

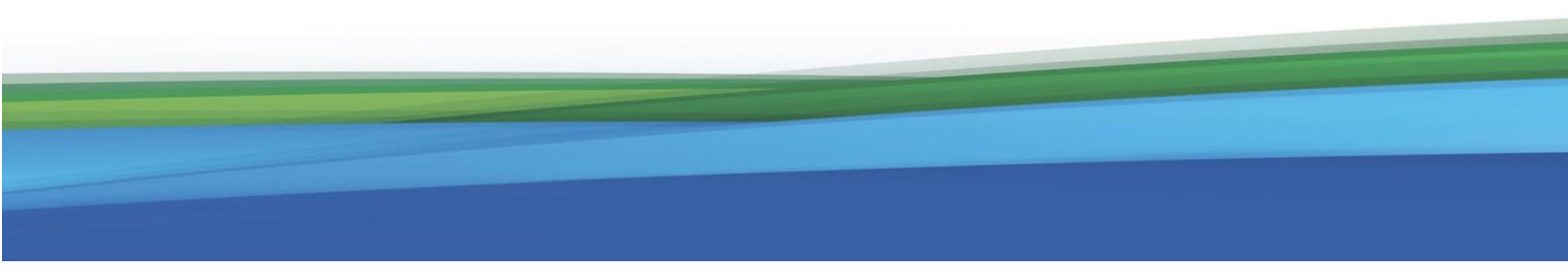
**Recommending Officer:** Ben Dornier, Director of Corporate and Community Services

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](mailto:ben.dornier@palmerston.nt.gov.au)

**Author:** Maxie Smith, Acting Finance Manager

**Schedule of Attachments:**

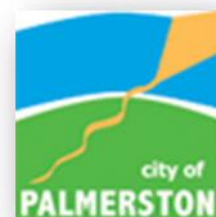
Attachment A: Financial Management Report – September 2016



# Financial Management Reports

September 2016

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



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September 2016

## **SECTION 1 – EXECUTIVE SUMMARY**

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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

2.9 Commercial Leases

# Section 1

## Executive Summary

1.1 Executive Overview  
As at 30 September 2016

### RESULT

#### Operating Income

Operating income is currently at 91.21% as anticipated. Adjustments to the Waste Management income will be made in the first budget review to recognise the waste levy charge of \$231.50 in line with Council Policy TECH04. Currently two unit complexes in Palmerston have a waste levy charge of this nature.

#### Operating Expenditure

Overall operating expenditure is currently at 41.71% for the year. A large number of commitments have been raised for contract services, as such expenditure is currently on track for this financial year.

#### Capital Income

Capital income for the current financial year is at 35.96% of the budget. Capital Income of \$10m in the budget relates to gifted assets which will be recognised at the end of the financial year. The sale of lot 10024 for \$1.85M and the unbudgeted grant funding of \$1.9M received from NTG will be recognised in the first budget review.

#### Capital Expenditure

The expenditure for capital works is currently at 112.15%. The budgets for projects ongoing from 2015/2016 will be rolled over and recognised as part of the first budget review in 2016/2017.


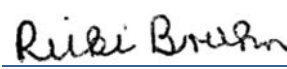
### CASH POSITION

As at the end of September 2016 the cash and investments balance was \$21.6M. As at July 1 2016 total reserve funds was \$9.5M. Interest earned to date is \$83k, circa 20% of budget.



## Section 2 Financial Results

### 2-1 Budget Summary Report as at 30 September 2016

	Total Budget (inc. Revisions) \$	YTD Actuals (incl commitments) \$	Budget to be met \$	Budget Met %
Operating Income	(30,487,306)	(27,807,565)	(2,679,741)	91.21%
Operating Expenditure	34,069,429	14,209,720	19,859,709	41.71%
Capital Income	(11,170,778)	(4,017,216)	(7,153,562)	35.96%
Capital Expenditure	6,080,175	6,819,027	(738,852)	112.15%
<b>Subtotal</b>	<b>(1,508,480)</b>	<b>(10,796,034)</b>	<b>9,287,554</b>	
Less Depreciation/Revaluation	(8,402,500)	(2,100,624)	(6,301,876)	
Gifted Assets	10,000,000	0	10,000,000	
<b>Net (Income)/Expenditure</b>	<b>89,020</b>	<b>(12,896,658)</b>	<b>12,985,678</b>	
<b>Net (Income)/Expenditure Funded by:</b>				
Transfers from Reserves	(2,467,000)			
Transfers to Reserves	6,270,698			
Borrowings	(4,000,000)			
Repayment of Borrowings	107,280			
<b>Total</b>	<b>(2)</b>			
<b>Net Surplus/Deficit</b>	<b>89,022</b>			
<div>   </div>				
Reviewed by: Acting Finance Manager			Approved by: Chief Executive Officer	

## Section 2

### Financial Results

#### 2.1 - Budget Summary Report as at 30 September 2016

##### Operating Income

	Original Budget	YTD Actuals	%
<b>Governance</b>			
Office of the CEO	-714,856	-187,883	26.28%
<b>Governance</b>	<b>-714,856</b>	<b>-187,883</b>	<b>26.28%</b>
<b>Corporate Services</b>			
Financial Services	-400,000	-112,986	28.25%
Human Resources	0	-1,867	0.00%
Office of the Director Corp and Community Services	0	-7,101	0.00%
Rates	-19,513,257	-19,468,843	99.77%
<b>Corporate Services</b>	<b>-19,913,257</b>	<b>-19,590,797</b>	<b>98.38%</b>
<b>Community Services</b>			
Arts & Culture	-10,000	0	0.00%
Library Services	-725,009	-600,122	82.77%
Senior Citizens	-1,500	-1,500	100.00%
Youth Services	-25,000	0	0.00%
<b>Community Services</b>	<b>-761,509</b>	<b>-601,622</b>	<b>79.00%</b>
<b>Technical Services</b>			
Animal Management	-372,000	-211,619	56.89%
Aquatic Centre	-95,804	-24,662	25.74%
Civic Centre	-189,131	-58,544	30.95%
Driver Resource Centre	-3,600	-938	26.04%
Gray Community Hall	-10,800	-4,685	43.38%
Office of the Director Technical Services	-37,250	-35,138	94.33%
Parking & Other Ranger Services	-170,000	-76,518	45.01%
Private Works	-207,000	-31,045	15.00%
Roads & Transport	-795,729	-199,603	25.08%
Stormwater Infrastructure	-1,920	0	0.00%
Subdivisional Works	-200,000	-43,222	21.61%
Waste Management	-6,568,290	-6,592,569	100.37%
Birripa Court Investment Property	-446,160	-148,720	33.33%
<b>Technical Services</b>	<b>-9,097,684</b>	<b>-7,427,263</b>	<b>81.64%</b>
	<b>-30,487,306</b>	<b>-27,807,565</b>	<b>91.21%</b>

## Section 2

### Financial Results

#### 2.1 - Budget Summary Report as at 30 September 2016

##### Capital Income

	Original Budget	YTD Actuals	%
<b>Corporate Services</b>			
Office of the Director Corp and Community Services	-30,000	-1,851,800	6172.67%
<b>Corporate Services</b>	<b>-30,000</b>	<b>-1,851,800</b>	<b>6172.67%</b>
<b>Technical Services</b>			
Roads & Transport	-890,778	-1,900,000	213.30%
Subdivisional Works	-10,250,000	-265,416	2.59%
<b>Technical Services</b>	<b>-11,140,778</b>	<b>-2,165,416</b>	<b>19.44%</b>
	<b>-11,170,778</b>	<b>-4,017,216</b>	<b>35.96%</b>

## Section 2

### Financial Results

#### 2.1 - Budget Summary Report as at 30 September 2016

##### Operating Expenditure

	Original Budget	YTD Actuals	Commitment	Total YTD Actuals plus Commitments	%
<b>Governance</b>					
Elected Members	352,526	57,304	0	57,304	16.26%
Office of the CEO	790,316	188,800	3,257	192,057	24.30%
Public Relations and Communications	107,150	21,451	24,789	46,240	43.15%
<b>Governance</b>	<b>1,249,992</b>	<b>267,554</b>	<b>28,047</b>	<b>295,601</b>	<b>23.65%</b>
<b>Corporate Services</b>					
Customer Services	167,966	33,859	0	33,859	20.16%
Financial Services	1,302,334	427,700	155,069	582,768	44.75%
Human Resources	182,087	40,207	109	40,316	22.14%
Information Technology	1,064,081	280,564	300,255	580,819	54.58%
Office of the Director Corp and Community Services	8,933,624	2,184,090	588	2,184,677	24.45%
Rates	281,000	184,510	0	184,510	65.66%
Records Management	308,466	51,495	1,614	53,109	17.22%
<b>Corporate Services</b>	<b>12,239,558</b>	<b>3,202,424</b>	<b>457,634</b>	<b>3,660,058</b>	<b>29.90%</b>
<b>Community Services</b>					
Arts & Culture	160,000	8,325	1,896	10,221	6.39%
Community Development	831,084	183,012	12,614	195,626	23.54%
Events Promotion	311,600	45,215	10,669	55,884	17.93%
Families & Children	61,500	37,565	9,484	47,049	76.50%
Health and Wellbeing Services	65,000	1,902	810	2,712	4.17%
Library Services	1,335,030	276,477	52,252	328,729	24.62%
Senior Citizens	1,500	701	0	701	46.75%
Youth Services	62,500	3,264	360	3,624	5.80%
<b>Community Services</b>	<b>2,828,214</b>	<b>556,462</b>	<b>88,085</b>	<b>644,547</b>	<b>22.79%</b>
<b>Technical Services</b>					
Animal Management	103,793	28,109	60,831	88,940	85.69%
Aquatic Centre	389,392	67,701	177,992	245,694	63.10%
Archer Sports club	6,977	792	0	792	11.35%
Civic Centre	372,210	82,108	44,670	126,778	34.06%
Depot	87,595	10,168	9,753	19,921	22.74%
Driver Resource Centre	29,015	2,160	1,400	3,560	12.27%
Emergency Operations	10,000	0	0	0	0.00%
Gray Community Hall	76,517	12,016	14,308	26,324	34.40%
Office of the Director Technical Services	1,350,234	290,027	62,051	352,078	26.08%
Open Space	5,470,083	786,265	1,821,481	2,607,746	47.67%
Parking & Other Ranger Services	606,662	150,687	561	151,248	24.93%
Private Works	80,546	18,209	0	18,209	22.61%
Recreation Centre	212,847	32,948	86,047	118,995	55.91%
Roads & Transport	2,345,665	335,690	455,398	791,088	33.73%
Stormwater Infrastructure	269,000	23,040	13,267	36,307	13.50%
Street Lighting	655,043	147,148	0	147,148	22.46%
Waste Management	5,512,083	931,297	3,902,386	4,833,683	87.69%
Birripa Court Investment Property	116,053	37,557	3,042	40,599	34.98%
Durack Heights Community Centre	57,950	404	0	404	0.70%
<b>Technical Services</b>	<b>17,751,665</b>	<b>2,956,327</b>	<b>6,653,187</b>	<b>9,609,514</b>	<b>54.13%</b>
	<b>34,069,429</b>	<b>6,982,767</b>	<b>7,226,952</b>	<b>14,209,720</b>	<b>41.71%</b>

## Section 2

### Financial Results

#### 2.1 - Budget Summary Report as at 30 September 2016

##### Capital Expenditure

	Original Budget	YTD Actuals	Commitment	Total YTD Actuals plus Commitments	%
<b>Corporate Services</b>					
Information Technology	52,000	4,791	8,171	12,963	24.93%
Office of the Director Corp and Community Services	180,000	94,627	0	94,627	52.57%
<b>Corporate Services</b>	<b>232,000</b>	<b>99,419</b>	<b>8,171</b>	<b>107,590</b>	<b>46.38%</b>
<b>Community Services</b>					
Community Development	0	15,366	660	16,027	0.00%
Library Services	24,000	2,370	0	2,370	9.88%
<b>Community Services</b>	<b>24,000</b>	<b>17,736</b>	<b>660</b>	<b>18,397</b>	<b>76.65%</b>
<b>Technical Services</b>					
Aquatic Centre	80,500	0	33,234	33,234	41.28%
Civic Centre	0	173,957	0	173,957	0.00%
Depot	25,000	0	0	0	0.00%
Driver Resource Centre	7,000	0	0	0	0.00%
Office of the Director Technical Services	400,000	1,291,628	883,166	2,174,794	543.70%
Open Space	1,568,175	52,446	167,254	219,701	14.01%
Roads & Transport	1,196,500	1,405,736	732,429	2,138,165	178.70%
Stormwater Infrastructure	80,000	547	761,219	761,766	952.21%
Subdivisional Works	0	48,652	2,008	50,660	0.00%
Waste Management	2,467,000	0	1,140,764	1,140,764	46.24%
<b>Technical Services</b>	<b>5,824,175</b>	<b>2,972,966</b>	<b>3,720,075</b>	<b>6,693,041</b>	<b>114.92%</b>
	<b>6,080,175</b>	<b>3,090,121</b>	<b>3,728,906</b>	<b>6,819,027</b>	<b>112.15%</b>

## Section 2 Financial Results

### 2-2 Investments Management Report

#### INVESTMENTS REPORT TO COUNCIL AS AT 30/09/2016

COUNTERPARTY	RATING	AMOUNT	INTEREST RATE	MATURITY DATE	DAYS TO MATURITY	WEIGHTED AVERAGE RATE	INSTITUTION TOTALS	%COUNTER PARTY
People's Choice Credit Union	S&P A2	\$ 6.79	0.00%				\$ 6.79	0.00%
Auswide	S&P A2	\$ 1,500,000.00	3.01%	December 15, 2016	76	0.003567263	\$ 1,500,000.00	11.85%
AMP	S&P A1	\$ 1,500,000.00	2.95%	March 29, 2017	180	0.003496155		
AMP	S&P A1	\$ 1,500,000.00	2.75%	December 1, 2016	62	0.003259128		
AMP	S&P A1	\$ 1,500,000.00	2.75%	March 15, 2017	166	0.003259128	\$ 4,500,000.00	35.55%
National Australia Bank	S&P A1	\$ 1,500,000.00	2.93%	November 2, 2016	33	0.003472452		
National Australia Bank	S&P A1	\$ 1,500,000.00	2.97%	January 4, 2017	96	0.003519858		
National Australia Bank	S&P A1	\$ 7,278.30	2.80%			0.000016101		
National Australia Bank	S&P A1	\$ 149,475.97	2.80%			0.000330679	\$ 1,656,754.27	13.09%
ME Bank	S&P A2	\$ 1,500,000.00	2.70%	February 15, 2017	138	0.003199871	\$ 1,500,000.00	11.85%
MyState Bank	S&P A2	\$ 2,000,000.00	3.11%	October 19, 2016	19	0.004914369	\$ 2,000,000.00	15.80%

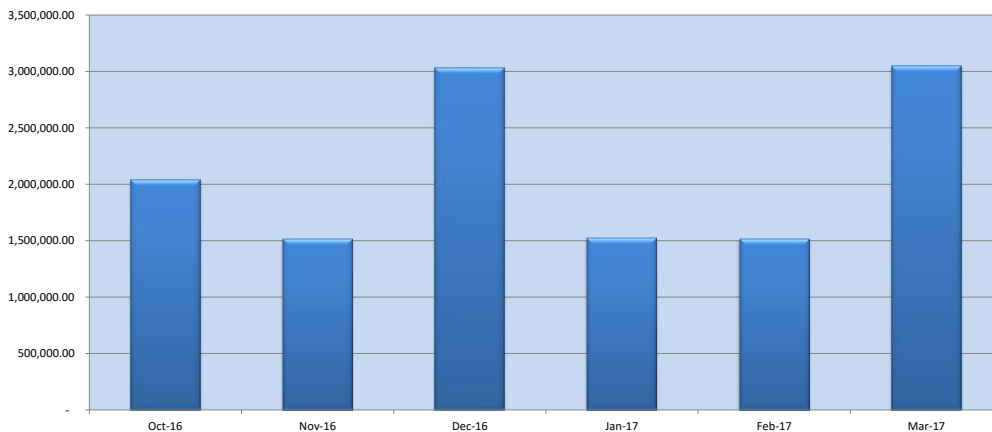
<b>TOTAL SHORT TERM INVESTMENT</b>	<b>\$ 12,656,761.06</b>	<b>Average Days to Maturity</b>	<b>96.00</b>	<b>Weighted Average</b>	<b>2.90%</b>	<b>88.15%</b>
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<b>% OF TOTAL INVESTMENT PORTFOLIO</b>	<b>A1 (max 100%) 60%</b>	<b>F1 (max 100%) 0%</b>	<b>A2 (max 80%) 40%</b>	<b>F2 (max 80%) 0%</b>
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<b>GENERAL BANK FUNDS</b>	<b>\$ 8,962,613.30</b>	<b>Total Budget Investment Earnings</b>	<b>-\$ 400,000.00</b>
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<b>TOTAL ALL FUNDS</b>	<b>\$ 21,619,374.36</b>	<b>Year to Date Investment Earnings</b>	<b>-\$ 83,300.66</b>
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Cashflow of Investments



#### PROPERTY INVESTMENT

PROPERTY ADDRESS	VALUATION BASIS	VALUE	INCOME YTD	EXPENSE YTD	NET PROFIT YTD	COMPARITIVE YTD YIELD AT CASH RATE OF 3%
48 Odegaard Drive, Rosebery	Cost	\$ 6,600,000	\$ 148,720	\$ 37,557	\$ 111,163	\$ 49,230

Reviewed by: Acting Finance Manager

Approved by: Chief Executive Officer



## Section 2

### Financial Results

### 2-3 Reserves Schedule

	Balance as at 01/07/2016	TO RESERVES		FROM RESERVES		Balance as at 30/06/2017
		Original Budget	Adopted Budget	Original Budget	Adopted Budget	
<b>Asset Related Reserves</b>						
Property Reserve	1,881,188	0	0	0	0	1,881,188
Plant and Equipment Reserve	511,404	0	0	0	0	511,404
Infrastructure Reserve	273,940	0	0	0	0	273,940
Streetlighting Reserve	0	636,761	636,761	0	0	636,761
	<b>2,666,532</b>	<b>636,761</b>	<b>636,761</b>	<b>0</b>	<b>0</b>	<b>3,303,293</b>
<b>Other Reserves</b>						
Election Expenses Reserve	62,038	170,000	170,000	0	0	232,038
Disaster Recovery Reserve	500,000	0	0	0	0	500,000
Strategic Initiatives Reserve	500,000	0	0	0	0	500,000
Unexpended Grants Reserve	168,054	0	0	0	0	168,054
Unexpended Capital Works Reserve	0	0	0	0	0	0
Developer Funds in lieu of construction	4,518,287	250,000	250,000	0	0	4,768,287
Community Grants Reserve	30,000	0	0	0	0	30,000
Waste Management Reserve	1,142,591	5,213,937	5,213,937	2,467,000	2,467,000	3,889,528
	<b>6,920,970</b>	<b>5,633,937</b>	<b>5,633,937</b>	<b>2,467,000</b>	<b>2,467,000</b>	<b>10,087,907</b>
<b>Total Reserve Funds</b>	<b>9,587,502</b>	<b>6,270,698</b>	<b>6,270,698</b>	<b>2,467,000</b>	<b>2,467,000</b>	<b>13,391,200</b>

  
Reviewed by: Acting Finance Manager

  
Approved by: Chief Executive Officer

Please note opening balances as at 01/07/2016 have not yet been audited and will be adjusted.

## Section 2


### Financial Results

#### 2-4 Debtor Control Accounts 30 September 2016

<b>SUNDRY DEBTORS:</b>						
<b>BALANCE</b>	<b>CURRENT</b>	<b>30 DAYS</b>	<b>60 DAYS</b>	<b>90 DAYS</b>	<b>OVER 90 DAYS</b>	
\$	161,035.14	45,224.15	48,865.61	43,153.98	6,032.03	17,759.37
<b>RATES:</b>						
<b>REPORT MONTH</b>	<b>OUTSTANDING \$</b>	<b>OUTSTANDING % OF RATES INCOME</b>	<b>OVERDUE \$</b>	<b>OVERDUE % OF RATES INCOME</b>		
Sep-16	\$17,475,546	66.6%	\$2,368,096	9.0%		
Sep-15	\$14,385,574	58.8%	\$1,929,311	7.9%		
<b>TOTAL OVERDUE \$</b>	<b>Charged in 2016/2017</b>	<b>Charged in 2015/2016</b>	<b>Charged in 2014/2015</b>	<b>Charged Prior to 2014/2015</b>		
\$2,368,096	\$1,982,987	\$275,761	\$60,340	\$49,009		
<b>INFRINGEMENTS:</b>						
		\$				
Animal Infringements		118,926.86				
Public Places		9,206.00				
Parking Infringements		165,203.00				
Litter Infringements		875.00				
Signs		0.00				
Other Law and Order		0.00				
Net Balance on Infringement Debts		<u>294,210.86</u>				



Reviewed by: Acting Finance Manager



Approved by: Chief Executive Officer

## SECTION 2

### Financial Results

#### 2.5 - Creditor Accounts paid - September 2016

Creditor No.	Creditor Name	Invoice Number	Invoice Description	Amount
V00887	Nerrida Bochow	REC 143212 - REFUND OF BARKING COLL	Rec 143212 - Refund of barking collar deposit	\$ 50.00
285	Australian Communications & Media	5004198221	Licence Renewal Notice - 2016	\$ 587.00
V00148	Land Development Corporation	RATES - LOT 13498 (233031322117)	Assessment 114245 - Lot 13498 -Rates paid in error	\$ 1,177.00
59	City of Palmerston	PETTY CASH CORP 20160921	Corporate Petty Cash Reimbursement Sept 2016	\$ 834.75
V00911	Hylton Hayes	REC: 144080 REFUND OF DEPOSIT	Rec: 144080 Refund of damage/cleaning deposit	\$ 150.00
V00166	Diamond International Events T/A Trina's Catering	1516244	Citizenship Ceremony	\$ 385.00
4737	D & L Plumbing & Gasfitting	6432	Find the source of water leak from the wall Aquatic	\$ 2,469.50
4737	D & L Plumbing & Gasfitting	6431	Replace the cold water tap and unblock DRFC	\$ 99.00
V00476	Water Dynamics (NT) Pty Limited	SLI21008169	Irrigation parts required - parks - July & Aug 16	\$ 24.29
4871	Reface Industries	27306	Reface materials order 08/08/16	\$ 884.50
V00476	Water Dynamics (NT) Pty Limited	SLI21008140	Irrigation parts required - parks - July & Aug 16	\$ 114.44
3438	NT Shade & Canvas Pty Ltd	00001089	Eric Asche Park - repair vandalised shade	\$ 4,620.00
V00682	Leigh Dyson Plumbing	INV20160807C	"Marlow Lagoon - repair leaking tap @ 2nd rotunda	\$ 847.00
3838	Arafura Catering Equipment	271541	Catering equipment for Citizenship	\$ 78.70
5615	EcOz Environmental Consulting	001844	Carry out Water Monitoring Program for 2016	\$ 2,269.37
10	DBH Contracting	00007401	Sherringham Rotunda Rolyat St Sanct Lakes	\$ 1,540.00
V00476	Water Dynamics (NT) Pty Limited	SLI21008187	Irrigation parts required - parks - July & Aug 16	\$ 3.21
V00476	Water Dynamics (NT) Pty Limited	SLI21008188	Irrigation parts required - verges - July & Aug 16	\$ 15.29
256	The Bookshop Darwin	BD14922	Library Bookshop BD3921	\$ 1,417.76
V00368	iWater NT	152	Repair various comm issues, Bunnings Verge	\$ 1,909.82
90	Local Government Association of the NT (LGANT)	3578	Procurement Training and forum - 11 Aug 2016	\$ 1,000.00
V00476	Water Dynamics (NT) Pty Limited	SLI21008268	Irrigation parts required - parks - July & Aug 16	\$ 100.43
5104	JLM Civil Works Pty Ltd	00005674	reinstate the lid electrical pit Gunter drain	\$ 117.28
V00711	Line Marking NT Pty Ltd	INV-0081	blackout 6 disable parking text and install CBD	\$ 660.00
4398	Quality Indoor Plants Hire	59816	Civic Centre Plant Hire & Maintenance AUGUST 2016	\$ 102.40
3438	NT Shade & Canvas Pty Ltd	00001091	Hobart Park - replacement pommell for flying fox	\$ 1,331.00
5036	Territory Door Services	15561	Check & adjust for the entrance door of open space	\$ 132.00
5104	JLM Civil Works Pty Ltd	00005672	install a safety house sign at Various Moulden	\$ 52.78
5036	Territory Door Services	15331	Monthly Maintenance Sliding Door Library	\$ 462.00
1502	Figleaf Pool Products	409271	Monthly services and maintenance items for pool	\$ 154.00
4737	D & L Plumbing & Gasfitting	6436	Driver resources centre: Replace the laundry tap	\$ 693.00
4737	D & L Plumbing & Gasfitting	6430	Check & fix the chloirine dosing pump CBD	\$ 258.50
5104	JLM Civil Works Pty Ltd	00005675	W/Worths trolley storage-collected 23.05& 01.08.16	\$ 1,320.55
3504	Raeco International Pty Ltd	489288	Raeco order 08/08/16	\$ 895.86
5598	Diskbank P/L T/A SoundPack Solutions	INV-4680	Soundpack order - 08/08/16	\$ 800.80
5435	Access Hardware (NT) Pty Ltd	DRH-18091	Library & Cafe Keys	\$ 330.00
5104	JLM Civil Works Pty Ltd	00005692	remove graffiti from entry statement for Rosebery	\$ 87.96
5104	JLM Civil Works Pty Ltd	00005686	straighten the 60K sign post at corner of Essington	\$ 164.20

Creditor No.	Creditor Name	Invoice Number	Invoice Description	Amount
5104	JLM Civil Works Pty Ltd	00005691	remove safety sign from intersection of McGowan	\$ 52.78
5104	JLM Civil Works Pty Ltd	00005688	pick up the fallen sign near the Bombax Street	\$ 79.75
5104	JLM Civil Works Pty Ltd	00005689	refill the hole in between 4 and 5 Lockwood Cres	\$ 79.75
5104	JLM Civil Works Pty Ltd	00005687	replace the post for hazard marker 18 Sibbald Cres	\$ 58.64
5104	JLM Civil Works Pty Ltd	00005695	Replace the lock at the box outside the library	\$ 165.00
5104	JLM Civil Works Pty Ltd	00005690	Organise to clean all the fans at Gray Hall	\$ 159.50
3545	Amalgamated Pest Control Pty Ltd	I510332824	Pest Control - Civic Centre - 12/8/16	\$ 275.00
5533	Custom Av Pty Ltd	00361345	Monthly Fire Panel testing - Library - Aug 2016	\$ 178.67
5533	Custom Av Pty Ltd	00361346	Monthly Fire Panel Test - Civic Centre - Aug 2016	\$ 185.83
5533	Custom Av Pty Ltd	00361347	Monthly Fire Panel Test - Rec Ctr - Aug 2016	\$ 202.87
5533	Custom Av Pty Ltd	00361344	Monthly Fire Panel Test - Aquatic Ctr - Aug 2016	\$ 109.90
5104	JLM Civil Works Pty Ltd	00005673	signs Civic Centre	\$ 79.75
5533	Custom Av Pty Ltd	00361340	Monthly Fire Panel Test - Driver Res - Aug 2016	\$ 118.10
5533	Custom Av Pty Ltd	00361341	Monthly Fire Panel Test - Gray Hall - Aug 2016	\$ 28.74
5533	Custom Av Pty Ltd	00361343	Monthly Fire Panel Test - Joy Anderson - Aug 2016	\$ 21.30
5533	Custom Av Pty Ltd	00361342	Monthly Fire Panel Test - Depot - Aug 2016	\$ 28.74
639	Cleanaway Pty Ltd.	15571927	Shoal Bay tip recharge - 27/4/16	\$ 68.64
5104	JLM Civil Works Pty Ltd	00005684	Zuccoli (Aspire) 27 Banksia St New Driveway	\$ 1,189.63
5104	JLM Civil Works Pty Ltd	00005683	Zuccoli (Aspire) 23 Bloodwood St, New Driveway	\$ 1,992.88
5104	JLM Civil Works Pty Ltd	00005693	Zuccoli Lot 13289 (13) Bloodwood Street New Driveway	\$ 1,369.74
5104	JLM Civil Works Pty Ltd	00005694	Bakewell Lot 4748 (26) Forrest Pde Driveway	\$ 4,480.21
5104	JLM Civil Works Pty Ltd	00005685	Graffiti Gray	\$ 140.73
V00474	Lane Print & Post	00036902	Registration Renewal Printing 2015/2016	\$ 1,691.99
V00878	Lane Bros Printers Pty Ltd	49772	Order PO111087	\$ 2,106.50
4065	Southern Cross Protection Pty Ltd	825397	Various Security Patrols 22/08/2016 - 28/08/2016	\$ 580.16
V00779	Brads Sound Company	189 - JAZZ 28/08/16	Production for Jazz in the Square 28/8/16	\$ 400.00
54	Powerwater	65291887	2012020910 -15.07.2016 - 12.08.2016	\$ 857.02
54	Powerwater	65291899	202810210 -15.07.2016 - 12.08.2016	\$ 321.35
54	Powerwater	65295989	206114010 -14.05.2016 - 09.08.2016	\$ 180.88
54	Powerwater	65295944	205786410 -14.05.2016 - 09.08.2016	\$ 70.66
54	Powerwater	65313477	2012787811 -19.05.2016 -16.08.2016	\$ 1,246.96
54	Powerwater	65295932	205522910 -07.07.2016 - 09.08.2016	\$ 27.30
54	Powerwater	65312871	206739011 -19.05.2016 - 16.08.2016	\$ 1,747.18
54	Powerwater	65313634	2012117510 -20.05.2016 - 16.08.2016	\$ 2,983.04
54	Powerwater	65303434	2012080010 -17.05.2016 - 12.08.2016	\$ 3,421.49
54	Powerwater	65295578	202797611 -07.07.2016 - 05.08.2016	\$ 1,878.59
54	Powerwater	65302558	2012460211 -11.05.2016 - 10.08.2016	\$ 312.92
54	Powerwater	65257610	2012635911 -13.05.2016 - 08.08.2016	\$ 2,876.15
54	Powerwater	65293720	2013177111 -13.05.2016 - 11.08.2016	\$ 2,500.32
54	Powerwater	65312490	206155210 -19.05.2016 - 16.08.2016	\$ 2,949.85
54	Powerwater	65313221	205909310 -19.05.2016 - 16.08.2016	\$ 1,731.46
54	Powerwater	65292874	206371210 -17.05.2016 - 12.08.2016	\$ 409.20
54	Powerwater	65292757	206453410 -17.05.2016 - 12.08.2016	\$ 301.37
54	Powerwater	65295424	2014457910 -07.07.2016 - 05.08.2016	\$ 108.39

Creditor No.	Creditor Name	Invoice Number	Invoice Description	Amount
54	Powerwater	65295579	202798510 -07.07.2016 - 08.08.2016	\$ 220.79
54	Powerwater	65256011	2012299510 -07.07.2016 - 05.08.2016	\$ 169.57
54	Powerwater	65255706	204417610 -07.07.2016 - 05.08.2016	\$ 748.95
54	Powerwater	65256250	2011848310 -07.07.2016 - 08.08.2016	\$ 190.19
54	Powerwater	64763961	2016477311 -20.02.2016 - 17.05.2016	\$ 330.98
54	Powerwater	64738809	2016469410 -20.02.2016 - 17.05.2016	\$ 477.81
54	Powerwater	65284943	2016451511 - 15.06.2016 - 27.07.2016	\$ 934.74
54	Powerwater	65284939	2016271811 - 15.06.2016 - 28.07.2016	\$ 461.61
54	Powerwater	65284936	2016122211 -15.06.2016 - 28.07.2016	\$ 2,874.22
54	Powerwater	65284899	2015918411 -15.06.2016 - 27.07.2016	\$ 1,691.36
54	Powerwater	65228059	206440910 -05.05.2016 - 03.08.2016	\$ 1,543.84
54	Powerwater	65284167	206696311 -12.05.2016 - 11.08.2016	\$ 935.53
54	Powerwater	65283055	206382211 -12.05.2016 - 11.08.2016	\$ 318.60
54	Powerwater	65160800	2011711914 -24.04.2016 - 23.07.2016	\$ 2,468.03
54	Powerwater	65255693	2016374810 -10.05.2016 - 08.08.2016	\$ 3,907.51
54	Powerwater	65160806	201513610 -24.04.2016 - 23.07.2016	\$ 2,484.01
54	Powerwater	65256792	206021310 -14.05.2016 - 08.08.2016	\$ 7,525.11
54	Powerwater	65268776	205406810 -05.05.2016 - 04.08.2016	\$ 1,299.55
54	Powerwater	65267001	205763210 -14.05.2016 - 09.08.2016	\$ 1,199.86
54	Powerwater	65231101	206070810 -04.05.2016 - 02.08.2016	\$ 71.14
54	Powerwater	65110629	206347110 -16.06.2016 - 14.07.2016	\$ 867.30
54	Powerwater	65268519	2011998911 -07.05.2016 - 04.08.16	\$ 86.54
54	Powerwater	65256120	206590410 -07.07.2016 - 05.08.2016	\$ 209.68
54	Powerwater	65174042	2012531810 -24.04.2016 - 23.07.2016	\$ 291.65
54	Powerwater	65213979	206681310 -29.04.2016 - 29.07.2016	\$ 1,539.19
54	Powerwater	65206099	203266410 -23.04.2016 - 02.08.2016	\$ 118.61
54	Powerwater	65256133	205691510 -07.07.2016 - 05.08.2016	\$ 2,539.35
54	Powerwater	65220787	206322710 -04.05.2016 - 02.08.2016	\$ 549.86
V00886	Darwin Fencing and Fabrication	00006333	Supply/install damaged fencing - insurance excess	\$ 1,920.00
V00792	Annemarie Lloyd	1384	Trivia Master - 1/9/16	\$ 330.00
V00856	Thoroughbred Constructions Pty Ltd	1758	Additional door for Durack Community Centre	\$ 3,289.00
V00884	Brant De Zylva - St Marys Church	REC 149028 REFUND OF KEY DEPOSIT	Rec 149028 Refund of key deposit	\$ 60.00
V00885	Emily Heness	REC 149731 - REFUND OF KEY DEPOSIT	Rec 149731 - Refund of key deposit	\$ 60.00
3787	Total Event Services T/A Top End Sounds P/L	00015257	Bollards for Grease Theme	\$ 310.20
V00883	NT Thai Association - Tous Garden PL	REC 138358 - REFUND ROOM HIRE DEP.	Rec 138358 - Refund of Room Hire deposit	\$ 125.00
4065	Southern Cross Protection Pty Ltd	826320	Security Patrol Council Buildings - 1/8 to 31/8/16	\$ 2,036.69
5104	JLM Civil Works Pty Ltd	00005666	replace 20.8m2 of road pavement 300mm depth Rosebery	\$ 3,746.77
4046	Cazaly's Brasserie	193	Seniors Forum 2016 catering	\$ 1,315.00
1607	Sterling NT Pty Ltd	00046934	Undertake TS2013-06 for 2016/17 Area 2	\$ 24,394.83
54	Powerwater	65330196	2014563410 -15.07.2016 - 15.08.2016	\$ 3,061.73
54	Powerwater	65330073	204426110 -15.07.2016 - 15.08.2016	\$ 276.54
54	Powerwater	65334149	2014702010 -20.05.2016 - 16.08.2016	\$ 73.50
54	Powerwater	65331342	2012379010 -19.05.2016 - 17.08.2016	\$ 5,506.40
54	Powerwater	65330145	206399910 -15.07.2016 - 16.08.2016	\$ 994.94

Creditor No.	Creditor Name	Invoice Number	Invoice Description	Amount
54	Powerwater	65329968	206382310 -15.07.2016 - 16.08.2016	\$ 2,885.46
54	Powerwater	65330117	206233510 -15.07.2016 - 15.08.2016	\$ 374.43
54	Powerwater	65331545	206863611 -18.05.2016 - 17.08.2016	\$ 1,814.20
54	Powerwater	65334614	205901611 -19.05.2016 - 16.08.2016	\$ 72.26
54	Powerwater	65334845	2012130110 -19.05.2016 - 16.08.2016	\$ 2,550.13
54	Powerwater	65332015	206870211 -18.05.2016 - 17.08.2016	\$ 1,567.44
54	Powerwater	65334586	205624510 -19.05.2016 - 16.08.2016	\$ 288.44
54	Powerwater	65330161	206414410 -15.07.2016 - 15.08.2016	\$ 2,955.70
54	Powerwater	65330064	206317110 -15.07.2016 - 16.08.2016	\$ 1,435.45
54	Powerwater	65329890	207029610 -16.06.2016 - 14.07.2016	\$ 1,896.89
54	Powerwater	65329932	207029610 -15.07.2016 - 15.08.2016	\$ 2,959.51
54	Powerwater	65333954	2011393410 -11.05.2016 - 10.08.2016	\$ 308.40
54	Powerwater	65334681	206333010 -17.05.2016 - 12.08.2016	\$ 282.03
54	Powerwater	65330027	206795510 -15.07.2016 - 15.08.2016	\$ 770.07
54	Powerwater	65330130	206301310 -15.07.2016 - 15.08.2016	\$ 1,207.91
54	Powerwater	65334717	206623610 -11.05.2016 - 10.08.2016	\$ 11,602.37
3829	Fairy Jill's Enchanted Entertainment	211	Fairy Jill School holiday program	\$ 1,820.00
5104	JLM Civil Works Pty Ltd	00005664	Carry out delivery of 2016 Pre Cyclone Clean Up	\$ 3,621.64
5727	Melaleuca Refugee Centre	REC 148131 - REFUND OF ROOM DEPOSIT	Rec 148131 - Refund of room deposit	\$ 125.00
V00328	Capital Security (NT) Pty Ltd	00002294	Capital Securiry W/E - 21/08/16	\$ 339.52
V00351	Charles Darwin University	515012	2016 Fee-VFH- Dip Lib & Info Services	\$ 2,400.00
5071	Jobfit Health Group Pty Ltd	J1610042239	Pre employment Medical	\$ 455.40
V00891	NT Home Ownership - Department of Housing	REC # 142559 BOND REFUND	Rec # 142559 bond refund - Gray Hall	\$ 125.00
V00892	Gillian Kinsella	REFUND PRO-RATA DOG REGISTRATION	Refund pro-rata dog registration - Animal # 124229	\$ 98.00
4256	AMP Bank	TD MATURITY 01/12/2016	TD Maturity 01/12/2016	\$ 1,500,000.00
5552	S J Shutt	ELECTED MEMBER PAYMENT - AUGUST 16	Elected member payment - August 2016	\$ 2,946.75
4966	Mr P Bunker	ELECTED MEMBER PAYMENT - AUGUST 16	Elected member payment - August 2016	\$ 2,046.55
4237	Ms S M McKinnon	ELECTED MEMBER PAYMENT - AUGUST 16	Elected member payment - August 2016	\$ 2,146.55
1809	Alderman G A Carter	ELECTED MEMBER PAYMENT - AUGUST 16	Elected member payment - August 2016	\$ 1,870.39
V00599	Athina Pascoe-Bell	ELECTED MEMBER PAYMENT AUGUST 2016	Elected member payment - August 2016	\$ 1,746.55
932	Mr I Abbott	AUGUST 2016	Elected Members Payment - August 2016	\$ 8,980.58
4967	Mr A N Byrne	AUGUST 2016	Elected Member Payment - August 2016	\$ 2,346.55
V00476	Water Dynamics (NT) Pty Limited	SLI21008297	Irrigation parts required - parks - July & Aug 16	\$ 91.39
3438	NT Shade & Canvas Pty Ltd	00001093	Marshall Park - ELE400008 Explorer Shade	\$ 440.00
4737	D & L Plumbing & Gasfitting	6445	Aquatic Centre Shower and pump	\$ 401.50
V00476	Water Dynamics (NT) Pty Limited	SLI21008346	Irrigation parts required - parks - July & Aug 16	\$ 59.40
V00476	Water Dynamics (NT) Pty Limited	SLI21008334	Irrigation parts required - parks - July & Aug 16	\$ 61.38
5611	Steelmans Tools and Industrial Supplies	79349	Paint for truxor deck to stop glare	\$ 235.40
V00487	Flowers by Elise	2122	ANZAC Day 2016 Wreath	\$ 250.00
V00858	Corporate Flag & Banner Co Pty Ltd	00010321	Order PO110920	\$ 1,183.60
V00864	Turramurra Music Pty limited	I33629-001	PA Eccessories - Comm Development	\$ 1,278.00
938	Nightcliff Electrical	2713	Park Lights audit for the month of June	\$ 225.94
V00855	ESRI Australia	90059446	ArcGIS CU Desktop Basic/Online L1 Setup/Services	\$ 3,850.00
4120	EnvisionWare Pty Ltd	INV-AU-3054	Library PC Reservation/LPT One Upgrade - Service	\$ 550.00



Creditor No.	Creditor Name	Invoice Number	Invoice Description	Amount
4482	Harvey Norman AV/IT Superstore Darwin	2099345	bar fridge for art centre	\$ 265.10
V00476	Water Dynamics (NT) Pty Limited	SLI21008429	Irrigation parts required - parks - July & Aug 16	\$ 194.99
V00476	Water Dynamics (NT) Pty Limited	SLI21008428	Irrigation parts required - parks - July & Aug 16	\$ 420.20
272	City Wreckers	00012830	Towing and Storage of Silver/Holden/sedan/nil plat	\$ 154.00
272	City Wreckers	00012829	Towing and Storage of White/Holden/NT-CB02SS	\$ 154.00
272	City Wreckers	00012783	Towing and Storage	\$ 154.00
2965	KIK FM Pty Ltd	09009094	The Scoop September x 2 episodes	\$ 1,320.00
3879	Litchfield Council	2944	Service Agreement - Stefan Jurkijevic - 4-5 Aug 16	\$ 895.96
3683	Area9 IT Solutions	SIN40680	Wi-Fi AP's Cisco Smartnet Renewal - Sep 2017	\$ 568.44
3683	Area9 IT Solutions	SIN40636	Supply and Install Wi-Fi AP x1 - Library BigScreen	\$ 1,953.60
3683	Area9 IT Solutions	SIN40635	IT Placement - June/July 2016	\$ 3,080.00
3683	Area9 IT Solutions	SIN40634	Service Request - Officer365 MDM setup inquiry	\$ 1,039.50
913	Kmart Tyre & Auto Service	70155220	Puncture repair for tyre Ranger vehicle	\$ 82.65
5104	JLM Civil Works Pty Ltd	00005704	Remove base, fill concrete with epoxy, Coles	\$ 216.15
5104	JLM Civil Works Pty Ltd	00005700	straighten two post one for giveway Durack	\$ 152.46
5104	JLM Civil Works Pty Ltd	00005699	replace the missing KL sign at Packard avenue	\$ 492.57
5104	JLM Civil Works Pty Ltd	00005703	Reinstate 2P sign near pedestrian crossing Coles	\$ 52.78
5104	JLM Civil Works Pty Ltd	00005696	remove the trip hazard near the ANZ bank and store	\$ 79.75
5104	JLM Civil Works Pty Ltd	00005697	replace 1 SEP lid in front of 3 Shortrede Court	\$ 328.38
5104	JLM Civil Works Pty Ltd	00005701	Replace traffic light and pedestrian sign Temple	\$ 516.03
3787	Total Event Services T/A Top End Sounds P/L	15275	Open Day Durack Heights	\$ 6,146.14
48	Top End Line Markers Pty Ltd	L16/432	KEEP CLEAR text 2 rigid line marking ifo mannikan	\$ 1,452.00
3428	Bunnings Group Limited	2315/00219016	ITC 124 - Purchase of paints and other goods	\$ 134.52
3545	Amalgamated Pest Control Pty Ltd	I510332941	Pest Control - Rodents - Civic Centre	\$ 55.00
3545	Amalgamated Pest Control Pty Ltd	I510332940	Pest Control - Rodents - Civic Centre - 13/8/16	\$ 55.00
2977	Security & Technology Services P/L	107291	Alarm Response 10/08/2016 - Aquatic Centre	\$ 82.50
2587	Top End RACE	00036137	Monthly Air-Con/Ref Maint - Aug 2016 to June 2017	\$ 576.87
938	Nightcliff Electrical	2965	Check the non working GPO's and downlight & repair	\$ 598.46
337	Darwin Glass (NT) Pty Ltd	39594	Supply and install commercial glazing Civic Cnt	\$ 9,608.50
2587	Top End RACE	00036124	Monthly Air-Con/Ref Maint - Aug 2016 to June 2017	\$ 502.85
2587	Top End RACE	00036125	Bi-monthly Air-Con/Ref Maint - Aug 16 to June 17	\$ 176.00
2587	Top End RACE	00036132	Monthly Air-Con/Ref Maint - Aug 2016 to June 2017	\$ 313.50
2587	Top End RACE	00036126	Bi-monthly Air-Con/Ref Maint - Aug 16 to June 17	\$ 198.00
35	Staples Australia Pty Limited	9018864007	Kitchen Civic Centre	\$ 232.93
35	Staples Australia Pty Limited	9018869085	Library Staples order 8863712319	\$ 795.26
5104	JLM Civil Works Pty Ltd	00005698	Zuccoli Lot 13231 (17) Dragonfly St Driveway	\$ 1,189.63
V00870	HotPOS	039614	Epson TM-T88V Receipt Printer USB x3 - Library	\$ 1,530.00
V00476	Water Dynamics (NT) Pty Limited	SLI21008466	Irrigation parts required - verges - July & Aug 16	\$ 30.58
V00476	Water Dynamics (NT) Pty Limited	SLI21008442	Irrigation parts required - verges - July & Aug 16	\$ 20.61
5104	JLM Civil Works Pty Ltd	00005705	replace 12pm with 1Pm , pickup the sign CBD	\$ 132.53
5104	JLM Civil Works Pty Ltd	00005702	Replace 4 x missing track tiles in Gerry Remie	\$ 308.00
5114	S.E. Rentals Pty Ltd	1600037051	Rental Copier - Library - CHC229546	\$ 269.17
V00474	Lane Print & Post	00036981	Replacement Envelopes	\$ 244.86
V00474	Lane Print & Post	00036965	Annual Rate Notices 2016/2017	\$ 2,829.27

Creditor No.	Creditor Name	Invoice Number	Invoice Description	Amount
V00474	Lane Print & Post	00036966	Annual Rate Notices 2016/2017	\$ 355.30
5104	JLM Civil Works Pty Ltd	00005723	CBD Litter collection for the period 15/8-19/8/16	\$ 996.88
5104	JLM Civil Works Pty Ltd	00005722	CBD litter collection for the period 2/8-14/8/16	\$ 3,483.16
5104	JLM Civil Works Pty Ltd	00005721	Callout on 12.08.2016 - broken boring valve Durack	\$ 598.11
5104	JLM Civil Works Pty Ltd	00005718	Supply soap container at soap dispenser at library	\$ 55.00
566	Stickers & Stuff	196395	Service Award Plaque - Alderman	\$ 162.00
5104	JLM Civil Works Pty Ltd	00005720	Maintenance Civic Centre	\$ 3,509.88
V00877	Gisela Pineiro T/as Artuition	127	Clay Art Classes x 3	\$ 350.00
V00877	Gisela Pineiro T/as Artuition	128	Lino Printing Art Classes x 6	\$ 1,020.00
V00877	Gisela Pineiro T/as Artuition	129	Art Club x 8	\$ 890.00
5104	JLM Civil Works Pty Ltd	00005724	Collect litter along Council's road reserve	\$ 79.75
5104	JLM Civil Works Pty Ltd	00005719	replace post and 60KM sign beside 59 Phonex circ	\$ 815.09
5104	JLM Civil Works Pty Ltd	00005716	Replace 12.6 sq.m driveway at 82 Essington Avenue	\$ 2,001.80
5104	JLM Civil Works Pty Ltd	00005714	Pathway Gray	\$ 6,483.24
5104	JLM Civil Works Pty Ltd	00005713	"Replace 17.63 sq.m of vandalised footpath gray	\$ 2,198.20
5104	JLM Civil Works Pty Ltd	00005715	Pathway Gray	\$ 7,276.90
5104	JLM Civil Works Pty Ltd	00005706	Replace 51.3 sq.m broken asphalt on path Ascension	\$ 3,850.78
5104	JLM Civil Works Pty Ltd	00005707	Replace 10.7 sq.m asphalt on broken path 34 Forrest	\$ 987.76
5104	JLM Civil Works Pty Ltd	00005708	Pathway Woodroffe	\$ 993.86
5104	JLM Civil Works Pty Ltd	00005709	Pathway Bakewell	\$ 761.17
5104	JLM Civil Works Pty Ltd	00005710	Pathway Gray	\$ 771.01
5104	JLM Civil Works Pty Ltd	00005711	Replace 14.76 sq.m footpath behind Gray Soccer Oval	\$ 1,840.36
5104	JLM Civil Works Pty Ltd	00005712	Replace 10.56 sq.m footpathbeside 1 Timpson Court	\$ 1,316.68
10	DBH Contracting	00007404	edge drop repair at Woodlake Blvd (second entry)	\$ 4,821.30
V00368	iWater NT	153	Repair wiring, pipes, sprinklers, lines - Bunnings	\$ 1,851.30
5104	JLM Civil Works Pty Ltd	00005717	Callout - Altair Court Woodroffe	\$ 504.30
4816	CS Services NT	00004614	Supply 530cubic mtrs of Mulch & move Sterling	\$ 6,314.00
35	Staples Australia Pty Limited	9018871807	Library Staples order 8863712319	\$ 156.65
V00873	Australia Day Council of SA	00010130	Citizenship Merchandise	\$ 360.00
V00873	Australia Day Council of SA	00010129	Citizenship Merchandise	\$ 398.00
V00879	Mark John Bleakley	00021	Entertainment for Jazz	\$ 1,000.00
18	Integrated Land Information System	LTO78000034152	LAND SEARCHES 26/7 - 25/08/16 (56PAT)	\$ 164.40
54	Powerwater	PJ000894	FORTNIGHT 2017- 5 - From Payroll	\$ 615.00
5104	JLM Civil Works Pty Ltd	00005750	install street name sign for King street	\$ 597.63
V00385	Automobile Association of Northern Territory -AANT	0505000549188-CC40IP	Roadside Assist - Plus Cover CC40IP	\$ 96.00
2199	SBA Office National	DBI-32730	mobile whiteboard for art centre	\$ 519.00
4508	News 4 U	SN00197231082016	DC&CS - Newspapers Aug 2016	\$ 54.75
V00893	Spectacular Jumping Crocodile Cruise	REC 145901 REFUND OF ROOM HIRE DEP	Rec 145901 Refund of room hire deposit	\$ 125.00
V00250	Ward Keller	20121069 RATE REFUND - A114565	Ref:20121069 - CDU Rate Refund - A114565	\$ 157.58
V00895	Timothy Fenech	REC: 151125 REFUND OF KEY DEPOSIT	Rec: 151125 Refund of key deposit	\$ 60.00
V00168	Tactile Arts T/A Craft Council of the NT	2015-015	artist workshops Art Centre Open Day	\$ 1,210.00
V00101	Bellamack Pty Ltd	DRIVEWAY REIMBURSEMENTS	Outstanding D/Way Reimbursements-Paperbark Cr, MCG	\$ 840.00
V00731	Sand Cards NT	049	Craft Activity for Brekkie in the Park - 4 Sep 16	\$ 244.00
V00896	Shakira Randall	REC 151537 - REFUND OF KEY DEPOSIT	Rec 151537 - Refund of key deposit	\$ 60.00

Creditor No.	Creditor Name	Invoice Number	Invoice Description	Amount
627	Darwin Community Arts Inc	00001573	CLIPS workshops x 5 session	\$ 1,925.00
V00299	EPAC Salary Solutions Pty Ltd	172860-080916	Salary Packaging PAY 5 (F/E - 04/09/2016)	\$ 779.39
2	Australian Taxation Office - GST, PAYG	PAYG WE 04/09/2016	PAYG WE 04/09/2016	\$ 59,813.00
V00351	Charles Darwin University	195605	Short Course	\$ 880.00
5356	Famfit NT Pty Ltd T/A Kids-Fit Australia	INV-0027	Fitness Activity - Brekkie in the Park - 4 Sep 16	\$ 460.00
V00897	Sage Body and Scent	01	4 x Candle making classes	\$ 1,200.00
V00408	NT White Ribbon Committee	005	Bronze Sponsorship for 2016 White Ribbon Ball	\$ 2,000.00
V00693	The Australian College of Commerce & Management	70470	Cert IV in Accounting Course Fee	\$ 3,000.00
V00258	Real Estate Central	REF: 13/3 MANILA PLACE	R5839 REA made p/ment in error-Ref: 13/3 Manila Pl	\$ 335.00
V00624	CFT No.6 Pty Limited ATF	00000005	TS2014-09 Yarrowonga Road Reconstruction	\$ 442,040.01
V00335	Nesfall Pty Ltd	00000014	TS2014-09 Yarrowonga Road Reconstruction	\$ 442,040.02
V00872	Amadeus Music	PCC 200816	Entertainment for Comm Centre Open Day	\$ 600.00
V00876	Display Me	N084468	A-Frames	\$ 925.96
V00476	Water Dynamics (NT) Pty Limited	SLI21008539	Irrigation parts consumed for the week 2/8-12/8/16	\$ 3,489.70
V00476	Water Dynamics (NT) Pty Limited	SLI21008514	Irrigation parts required - verges - July & Aug 16	\$ 439.75
2977	Security & Technology Services P/L	107402	Alarm Monitoring - 23/8/16 to 22/9/16	\$ 500.50
112	Beaurepaires	U855359633	Vehicle Wheel Alignment - CB0 8IQ - CEO	\$ 46.35
272	City Wreckers	00012868	Towing and storage of White/Ford/Sedan/nil plates	\$ 154.00
272	City Wreckers	00012867	Towing and storage of White/Mitsubishi/NT-799319	\$ 154.00
272	City Wreckers	00012866	Towing and storage of Bronze/Daewoo/NT-CA91ZG	\$ 154.00
272	City Wreckers	000012865	Towing and storage. Blue/Nissan/4x4/NT-CB78AY	\$ 154.00
272	City Wreckers	00012879	Towing and storage of Silver/Holden/Hatch/NT749669	\$ 154.00
4355	Tonkin Consulting	104318	Final progress pment - Temple / Emery Single Lane	\$ 3,498.00
5104	JLM Civil Works Pty Ltd	00005736	Zuccoli Lot 13221 (10) Flanagan Circ New Driveway	\$ 623.14
5104	JLM Civil Works Pty Ltd	00005735	Zuccoli Lott 13317 Banksia St Driveway	\$ 623.14
5104	JLM Civil Works Pty Ltd	00005734	Supply of sand at depot for irrigation Depot	\$ 330.00
5104	JLM Civil Works Pty Ltd	00005733	Supply of 4 m3 of sand and temp fence pannels	\$ 919.05
337	Darwin Glass (NT) Pty Ltd	39607	Replace grey laminated safety glass at the library	\$ 375.00
394	Civica Pty Limited	C/LG006175	Authority DR Services - Oct 2016	\$ 3,420.26
V00368	iWater NT	155	Com. repairs at various sites & invest. flow issue	\$ 660.00
4912	Remote Area Tree Services Pty Ltd	00003180	Prune branches 101 Noltenius Circuit	\$ 660.00
4912	Remote Area Tree Services Pty Ltd	00003292	Remove to base & paint cut stump with undiluted	\$ 3,080.00
5403	Roy Morgan Research Ltd	INV0021031	Community Survey 2016 - Final instalment (25%)	\$ 6,943.75
3683	Area9 IT Solutions	SIN40746	Network Switches Cisco Smartnet Renewal - Oct 2017	\$ 9,775.81
3438	NT Shade & Canvas Pty Ltd	00001104	Fr Gerry Remie Park - replace vandalised	\$ 3,850.00
256	The Bookshop Darwin	BD14951	Library Bookshop BD3933	\$ 1,734.60
5036	Territory Door Services	15692	Supply and install 1xdome inside sensor Civic	\$ 954.12
V00476	Water Dynamics (NT) Pty Limited	SLI21008519	Labour irrigation repairs vaious sites 8/8-12/8/16	\$ 4,576.00
36	Darwin Lock & Key	117833	Civic Plaza Ladies Toilet Lock	\$ 124.00
4737	D & L Plumbing & Gasfitting	6447	Water Leak Gray Community Hall	\$ 1,644.50
185	Bridge Toyota	JC2425498	Service - Rego CB43MM - 50,000km	\$ 592.93
3099	Iron Mountain Australia Pty Ltd	584016-AD1	Records management - Aug 2016	\$ 1,442.60
2199	SBA Office National	KDI-29646	Records Stamps x 3	\$ 262.35
10	DBH Contracting	00007420	Additional Works (PO110895) Repair sign Woodlake Blvd	\$ 316.03



Creditor No.	Creditor Name	Invoice Number	Invoice Description	Amount
3886	Top End Sign Sales	SM16-470	Signage Marlow Lagoon Dog Park	\$ 462.00
4029	Totally Workwear Palmerston	100035486	Uniform for Peter Bowker as per quote 2048	\$ 679.00
5104	JLM Civil Works Pty Ltd	00005741	Vandalism Driver	\$ 52.78
5104	JLM Civil Works Pty Ltd	00005737	pathway wooddroffe	\$ 1,294.19
5104	JLM Civil Works Pty Ltd	00005732	Repair the leak from irrigitaion pipe Aquatic Cnt	\$ 137.50
5104	JLM Civil Works Pty Ltd	00005730	Bunt off the sandstone path in Goyer square	\$ 79.75
5104	JLM Civil Works Pty Ltd	00005729	Bunt off the sink hole at 50 Clarke street	\$ 79.75
5104	JLM Civil Works Pty Ltd	00005728	Reinstate the sep lid on Hawker/Radford inter	\$ 117.28
5104	JLM Civil Works Pty Ltd	00005727	Clean seat remove graffiti in seats water tower	\$ 110.00
5104	JLM Civil Works Pty Ltd	00005726	Repair the loose pavers behind library vandalised	\$ 110.00
10	DBH Contracting	00007418	remove silt & debris from concrete invert Turnston	\$ 1,801.91
5104	JLM Civil Works Pty Ltd	00005742	replace the KL sign near to 101 Emery Avenue	\$ 603.99
272	City Wreckers	00012897	Towing and Storage of White/Ford/Falcon/Ute	\$ 154.00
V00476	Water Dynamics (NT) Pty Limited	SLI21008503	Labour irrigation repairs vaious sites 2/8-5/8/16	\$ 5,720.00
846	Nationwide News NT Division	42702997	PO110591 Boulevard Stage 2 advertising 16/17 July	\$ 14,346.48
5104	JLM Civil Works Pty Ltd	00005757	Whirlybirds for Pound	\$ 1,056.72
V00863	Brisbane Sound Group Pty Ltd	106210	PA System - Comm Development	\$ 4,600.00
3569	NT Build	20190	NT Build - TS2016-01 Archer Landfill Rehab (Stg 1)	\$ 1,284.00
5104	JLM Civil Works Pty Ltd	00005753	Hang 1x pic at the chamber	\$ 165.00
5071	Jobfit Health Group Pty Ltd	J1610044774	Pre-employ Medical-Open Space Contract Supervisor	\$ 224.40
V00368	iWater NT	156	Install a 40mm flow meter at Goyder Square	\$ 2,750.00
V00476	Water Dynamics (NT) Pty Limited	SLI21008526	Irrigation parts required - parks - July & Aug 16	\$ 500.23
V00476	Water Dynamics (NT) Pty Limited	SLI21008555	Irrigation parts for parks	\$ 44.28
V00476	Water Dynamics (NT) Pty Limited	SLI21008569	Irrigation parts as required for parks	\$ 21.52
V00476	Water Dynamics (NT) Pty Limited	SLI21008572	Irrigation parts as required for parks	\$ 144.05
V00476	Water Dynamics (NT) Pty Limited	SLI21008573	Irrigation parts as required for parks	\$ 10.12
V00476	Water Dynamics (NT) Pty Limited	SLI21008581	Irrigation parts as required for parks	\$ 11.73
5104	JLM Civil Works Pty Ltd	00005738	Pathway Wooddroffe	\$ 1,066.84
5104	JLM Civil Works Pty Ltd	00005739	Pathway Wooddroffe	\$ 550.00
5104	JLM Civil Works Pty Ltd	00005740	Pathway Wooddroffe	\$ 548.79
V00476	Water Dynamics (NT) Pty Limited	SLI21008619	Irrigation parts - Parks August	\$ 32.84
5104	JLM Civil Works Pty Ltd	00005756	Pathway Wooddroffe	\$ 1,351.90
5104	JLM Civil Works Pty Ltd	00005755	Pathway Wooddroffe	\$ 418.00
5104	JLM Civil Works Pty Ltd	00005754	Pathway wooddroffe	\$ 550.00
5104	JLM Civil Works Pty Ltd	00005752	replace Gray suburb name sign int Temple/Essington	\$ 345.97
5104	JLM Civil Works Pty Ltd	00005751	Potholes various areas	\$ 463.25
4856	Portner Press Pty Ltd	J5063509	Employment Law Update 7 2016	\$ 97.00
5104	JLM Civil Works Pty Ltd	00005747	Storage of 13 x Target Trolleys - released 26/8/16	\$ 5,024.25
5	Australia Post	1005625471	Monthly Postage - August 2016	\$ 16,211.52
4508	News 4 U	SN00 1667 3108 2016	CEO - Newspapers Aug 2016	\$ 54.75
4508	News 4 U	SN00 0988 3108 2016	Mayor - Newspapers August 2016	\$ 54.75
V00779	Brads Sound Company	189 - JAZZ 11/09/2016	Production - Jazz in the Square	\$ 400.00
10	DBH Contracting	00007416	TS2013/03 - difference incorrect rate - July 16	\$ 169.91
V00731	Sand Cards NT	048	Art Centre Open Day	\$ 446.00

Creditor No.	Creditor Name	Invoice Number	Invoice Description	Amount
V00899	Sandra Parker	REC # 152798 - REFUND OF ROOM DEP.	REC # 152798 - Refund of Room hire deposit	\$ 125.00
V00172	CIC-THD-PTY LTD	ASSESSMENT 114552	Assessment 114552 - Overpayment of rates	\$ 157.58
V00099	Palmerston Lions	53	Catering for Brekkie in the Park - 4 Sep 16	\$ 539.09
V00898	Darryll Victor Spalding	REC 146115 - REFUND OF CAT TRAP DEP	Rec 146115 - Refund of cat trap deposit	\$ 100.00
2186	Optus Billing Services Pty Ltd	15635400	Evolve Internet Agreement - July 16 to June 2017	\$ 2,068.00
V00853	Datamars Australia Pty Ltd T/as Zee Tags	231444	Xtend Max Aus Datamars A - Ranger Scan Tool	\$ 831.64
V00368	iWater NT	154	Repair lake fill valve Lake 4	\$ 825.00
1442	Cazalys Palmerston Club	337476	Citizenship ceremony	\$ 93.48
943	Territory Asset Management Services	00000876	Traffic volume count at Temple x 2 and 1 at Emery	\$ 495.00
3545	Amalgamated Pest Control Pty Ltd	I510332939	4 week rodent check at Civic Plaza	\$ 220.00
5104	JLM Civil Works Pty Ltd	00005744	Contract TS 2016-05 - Variations 12, 13, 14	\$ 9,670.98
V00582	Ezko Property Services (Aust) Pty Ltd	00042149	Emer Carpet shampoo cleaning callout 11/08 CC	\$ 297.00
353	Otis	1480796	"Quarterly lift maintenance for civic plaza	\$ 2,421.38
5533	Custom Av Pty Ltd	00361643	Library supply and install exit light cafe	\$ 924.00
2161	GHD Pty Ltd	210001159	GHD -Consultancy - TS2016-06- Progress Fee	\$ 7,660.40
V00901	J W and L L Scharnberg	ASSESSMENT 103255 - REFUND OF RATES	Assessment 103255 - Refund of rates credit	\$ 645.69
V00488	Gary Boyle	REIMBURSEMENT-15/9/16	Reimb-2 x drain fittings (Blv Stage 2) Mission Aus	\$ 134.20
5304	Alzheimers Australia NT	REC: 58163 REFUND OF ROOM HIRE DEP	Rec: 58163 - Refund of Room Hire Deposit	\$ 125.00
V00900	ALEA Top End Council - Aust. Literacy Educators	SINV1460 - REFUND OF ROOM HIRE DEP.	Rec: 146895 - Refund of Room Hire Deposit	\$ 125.00
V00385	Automobile Association of Northern Territory -AANT	0505000549188 - CC37FO	Roadside Assist - Plus Cover CC37FO	\$ 112.00
26	Viva Energy Australia Ltd	1601681377	CoP Fuels card - August 2016	\$ 5,920.50
V00583	Bijay Bhushal	STAFF REIMBURSEMENT	Reimbursement- training in MEL (accom & transport)	\$ 614.09
5568	Mr E F Gojar	81858648	Reimbursement for home internet	\$ 94.90
4065	Southern Cross Protection Pty Ltd	831054	Security Patrols - Library 08/09/16 & 10/09/16	\$ 145.04
5186	Members Equity Bank Pty Ltd	TD MATURING 15/02/2017	TD Maturing 15/02/2017	\$ 1,500,000.00
350	IBM Global Financing Australia Limited	969909	Agreement Ref: AU91-9C28GP-5 - Sept 2016	\$ 2,388.15
173	Initial Hygiene	95663384	Hygiene Service Agreement - 25/09/2016 - 24/10/201	\$ 725.45
938	Nightcliff Electrical	3081	Civic Centre Maintenance	\$ 1,101.50
V00166	Diamond International Events T/A Trina's Catering	1516255	Catering - Council Meetings 2016/2017	\$ 220.00
V00166	Diamond International Events T/A Trina's Catering	1516254	Catering - Alderman Carter Retirement 24 August 16	\$ 236.50
V00557	BG Group NT Pty Ltd	NT000122	Building certification - Civic Plaza re-roofing	\$ 5,384.50
938	Nightcliff Electrical	3002	Undertake Park Light Audits for August 2016	\$ 225.94
4561	Bendesigns	3598	Smoke Free Event A1 Posters x 4	\$ 134.20
4762	Squiz Australia Pty Ltd	10045918	PO111157 Squiz Support x 21 Hours	\$ 5,500.00
274	CSG Business Solutions (NT) Pty Ltd	INV00137159	Corporate Copier: 1000046738: August 2016	\$ 2,050.56
3880	PAWS Darwin Limited	00000075	Pound Maintenance Contract -July 2016 to June 2017	\$ 7,202.25
V00166	Diamond International Events T/A Trina's Catering	1516263	Catering - Japanese Student Visit - 17 August 2016	\$ 214.50
798	YMCA of the Top End Inc	6139	Rental Subsidy - 2016-2017	\$ 5,798.45
1270	SIDS and Kids Northern Territory	REC 148432 - REFUND OF DEPOSITS	Rec 148432 - Refund of key & cleaning deposit	\$ 210.00
798	YMCA of the Top End Inc	6138	Operational Subsidy - AUGUST 2016	\$ 32,361.32
3787	Total Event Services T/A Top End Sounds P/L	00015284	Trivia furniture	\$ 317.90
87	Industrial Power Sweeping Services Pty	00011114	Sweep and blow Goyder Square and Water Tower area.	\$ 462.00
3683	Area9 IT Solutions	SIN40783	Service Request - PADS Wi-Fi AP Setup	\$ 308.00
1625	Territory Trophies Precision Engraving	00051189	Precision engraving INV- 00051189	\$ 67.00

Creditor No.	Creditor Name	Invoice Number	Invoice Description	Amount
V00476	Water Dynamics (NT) Pty Limited	SLI21008738	Repairs to Crowson bore.	\$ 1,469.39
2394	Pola Seal Pty Ltd	5465	library install solar control	\$ 160.00
5104	JLM Civil Works Pty Ltd	00005804	Provide new spike and reinstate Whitegoods AWTS	\$ 164.20
5104	JLM Civil Works Pty Ltd	00005803	Replace damaged bin at Reggies Park Gunn	\$ 140.24
5104	JLM Civil Works Pty Ltd	00005802	Letter Box Drop Johnston	\$ 79.75
5104	JLM Civil Works Pty Ltd	00005779	Vandalism Aquatic Centre	\$ 778.03
5104	JLM Civil Works Pty Ltd	00005778	Maintenance Aquatic Centre	\$ 1,952.50
5104	JLM Civil Works Pty Ltd	00005776	Callout on 14.08.2016 - Truck 3hrs, excavator 3hrs	\$ 1,155.19
5104	JLM Civil Works Pty Ltd	00005774	Setup and setdown Marquees at Library, 4hrs utilit	\$ 319.00
5104	JLM Civil Works Pty Ltd	00005773	Replace the damage lock at power bollard at Goyder	\$ 165.00
5104	JLM Civil Works Pty Ltd	00005772	Supply & install 1x stainless steel ashtray Civic	\$ 629.75
5104	JLM Civil Works Pty Ltd	00005771	Remove 2x post and install 1x sign at DRFC	\$ 159.50
5104	JLM Civil Works Pty Ltd	00005770	Vandalism Aquatic Centre	\$ 732.55
5104	JLM Civil Works Pty Ltd	00005769	Install grate drain and kerb around grate Gray Hall	\$ 1,318.85
4561	Bendesigns	3612	Free Yoga in the Square A1 Posters x 4	\$ 134.20
121	Signtech NT	00028980	Brekkie in the Park 5 x A1 corflute	\$ 192.50
3683	Area9 IT Solutions	SIN40831	MS Office Pro 2016 x12 - CoP Training Laptops	\$ 6,659.40
3683	Area9 IT Solutions	SIN40830	FortiGate Firewall 1 Yr Renewal - UTM Bundel	\$ 2,825.13
3683	Area9 IT Solutions	SIN40829	CoP Public Wi-Fi Reporting Tool - Purple License	\$ 1,570.84
5104	JLM Civil Works Pty Ltd	00005764	Zuccoli, Lot 13320 (22) Banksia St New Driveway	\$ 623.13
V00855	ESRI Australia	90059623	ArcGIS CU Desktop Basic/Online L1 Setup/Services	\$ 2,035.00
5104	JLM Civil Works Pty Ltd	00005765	zuccoli, Lot 13322 (26) Banksia St new Driveway	\$ 623.13
V00476	Water Dynamics (NT) Pty Limited	SLI21008799	Labour for irrigation repairs 29.8-31.8-16	\$ 2,640.00
5104	JLM Civil Works Pty Ltd	00005766	Zuccoli, Lot 11753 (24) Stearman Court Driveway	\$ 1,246.28
V00200	Hidden Valley Ford (Red Earth Automotive P/L)	5011	Ford Ranger XLT 4*4 DTS (CC40IP)	\$ 51,817.57
3506	Airpower (NT) Pty Ltd	DUCS54928	Rego inspection Tip truck reg nu CA50XT	\$ 101.20
V00476	Water Dynamics (NT) Pty Limited	SLI21008640	Irrigation parts for parks - August 2016	\$ 209.26
V00476	Water Dynamics (NT) Pty Limited	SLI21008701	Irrigation parts for parks - August 2016	\$ 351.12
V00476	Water Dynamics (NT) Pty Limited	SLI21008712	Irrigation parts for verges- August 2016	\$ 51.90
87	Industrial Power Sweeping Services Pty	00011120	Undertake TS 2015-02 for the month of August 2016.	\$ 20,225.95
5104	JLM Civil Works Pty Ltd	00005781	Signs Johnston	\$ 345.97
5104	JLM Civil Works Pty Ltd	00005782	Vandalism Durack	\$ 753.39
5104	JLM Civil Works Pty Ltd	00005783	Remove glass off footpath near bridge on Lakeview	\$ 79.75
5104	JLM Civil Works Pty Ltd	00005784	Remove safety house sign from Odegaard/ Forest Pde	\$ 110.00
5104	JLM Civil Works Pty Ltd	00005785	Vandalism Durack	\$ 422.21
5104	JLM Civil Works Pty Ltd	00005786	Fill edge drop opposite of 260 Forrest Parade	\$ 132.00
5104	JLM Civil Works Pty Ltd	00005787	Call out by Rangers to clean up the oil spill	\$ 968.90
5104	JLM Civil Works Pty Ltd	00005788	Stormwater Pit Lid Woodroffe	\$ 1,528.73
5104	JLM Civil Works Pty Ltd	00005789	Pathway Gray	\$ 192.50
5104	JLM Civil Works Pty Ltd	00005780	Sweeping Gray Hannibal Cres	\$ 110.00
5104	JLM Civil Works Pty Ltd	00005791	Pathway Woodroffe	\$ 426.25
5104	JLM Civil Works Pty Ltd	00005792	Sweeping Driver	\$ 79.75
5104	JLM Civil Works Pty Ltd	00005793	Pathway Bakewell	\$ 1,436.00
5104	JLM Civil Works Pty Ltd	00005796	"Asphalt patch footpath in front of 49 Dillon Cir	\$ 88.00



Creditor No.	Creditor Name	Invoice Number	Invoice Description	Amount
5104	JLM Civil Works Pty Ltd	00005797	Pathway Woodroffe	\$ 181.50
5104	JLM Civil Works Pty Ltd	00005798	Pathway Bakewell	\$ 110.00
5104	JLM Civil Works Pty Ltd	00005799	Signs Farrar	\$ 504.31
5104	JLM Civil Works Pty Ltd	00005768	Irrigation repair around the building, replace	\$ 3,668.50
5104	JLM Civil Works Pty Ltd	00005767	Repair main side gate - lock stuck inside	\$ 110.00
5104	JLM Civil Works Pty Ltd	00005761	Top soil trip hazard in front of 7 Gunn Crescent	\$ 110.00
5104	JLM Civil Works Pty Ltd	00005763	Megapoxy patch trip hazards marked with yellow	\$ 2,707.38
5104	JLM Civil Works Pty Ltd	00005760	Pathway Gray	\$ 3,940.54
5104	JLM Civil Works Pty Ltd	00005759	"Asphalt patch trip hazards marked with yellow	\$ 76.23
4528	Miranda's Armed Security Officers Pty	PCC1030	Security Cash Collection - August 2016	\$ 631.40
4562	NT Repairs and Painting	00001137	Prepare and paint at the hand rail civic centre	\$ 800.00
4562	NT Repairs and Painting	00001136	Footbridge at Bombax Street: remove all the paint	\$ 4,400.00
3787	Total Event Services T/A Top End Sounds P/L	00015290	Navy Week	\$ 394.90
4679	iSentia Pty Ltd	MN0653152	PO110584 iSentia Media Monitoring 2016/17	\$ 840.40
4619	Darwin Office Technology P/L	SA00278688	Public Copier Library CHC229546 - AUG 2016	\$ 402.10
5104	JLM Civil Works Pty Ltd	00005805	Gray Lot 1001 (21) Emery Avenue Driveway	\$ 2,610.41
V00075	Mercury Group of Companies Pty Ltd (T/A Fit2Work)	1308897	Annual Audit Fee	\$ 275.00
1581	NT Broadcasters Pty Ltd	155-396-HOT-0000	PO110577 FlicNics radio advertising HOT 100	\$ 825.00
1581	NT Broadcasters Pty Ltd	155-396-MIX-0001	PO110578 FlicNics radio advertising MIX	\$ 580.80
V00271	Fuji Xerox Business Centre NT	AB00029314	FujiXerox copiers (Tech) - 8 Aug to 7 Sep 2016	\$ 2,368.25
3428	Bunnings Group Limited	2315/01664993	Additional supplies for PA System	\$ 80.95
2199	SBA Office National	KDI-29670	3x Records Date Stamp	\$ 317.85
V00476	Water Dynamics (NT) Pty Limited	SLI21008873	Irrigation parts various sites - Sept 2016	\$ 38.50
5104	JLM Civil Works Pty Ltd	00005762	Install missing bollard on path beside 10 Mannikan	\$ 165.00
1569	Australasian Performing Right Assoc Ltd	02413364/00003	Retail & General - Background Music tier 1-4999m2	\$ 359.50
V00075	Mercury Group of Companies Pty Ltd (T/A Fit2Work)	1308898	2 x Employee Police Checks (TECH)	\$ 81.18
5006	Australian Human Resources Institute Ltd (AHRI)	RN2310662016	AHRI Membership Renewal	\$ 300.00
V00889	Paul W Lewis T/a Scanner Angel OZ	2464	Microchip Scanners	\$ 340.00
3683	Area9 IT Solutions	SIN40938	Contract - IT2014-01: 01/07/16..30/06/17	\$ 18,137.78
3879	Litchfield Council	2993	Service Agreement -25/08 & 31/08	\$ 1,325.05
5104	JLM Civil Works Pty Ltd	00005748	Survey/Pick up of trolleys 18/7, 1/8, 15/8, 29/8	\$ 1,224.08
639	Cleanaway Pty Ltd.	15579221	TS2014/01 - Waste Collection Contract	\$ 18.72
639	Cleanaway Pty Ltd.	15579216	TS2014/01 - Waste Collection Contract	\$ 30.54
639	Cleanaway Pty Ltd.	15579212	TS2014/01 - Waste Collection Contract	\$ 95.06
639	Cleanaway Pty Ltd.	15579209	TS2014/01 - Waste Collection Contract	\$ 142.09
639	Cleanaway Pty Ltd.	15579530	TS2014/01 - Waste Collection Contract	\$ 10.08
639	Cleanaway Pty Ltd.	15579514	TS2014/01 - Waste Collection Contract	\$ 183.04
639	Cleanaway Pty Ltd.	15579707	TS2014/01 - Waste Collection Contract	\$ 23.76
639	Cleanaway Pty Ltd.	15580227	TS2014/01 - Durack Community Centre	\$ 25.57
350	IBM Global Financing Australia Limited	975431	IBM Lease payments - October 2016	\$ 2,388.15
4029	Totally Workwear Palmerston	100035715	Uniform - Tech Services	\$ 212.00
V00582	Ezko Property Services (Aust) Pty Ltd	00042148	Extra cleaning of chambers 4hrs labour plus carpet	\$ 808.50
5104	JLM Civil Works Pty Ltd	00005801	Maintenance Gray Hall	\$ 85.25
5104	JLM Civil Works Pty Ltd	00005800	Pathway Farrar	\$ 3,447.54

Creditor No.	Creditor Name	Invoice Number	Invoice Description	Amount
5104	JLM Civil Works Pty Ltd	00005795	Pathway Gray	\$ 1,577.07
5104	JLM Civil Works Pty Ltd	00005775	Setup and pick the speed trailer Bakewell School	\$ 319.00
1502	Figleaf Pool Products	410764	Additional Microbiological testing - Goyder Sq	\$ 584.10
1502	Figleaf Pool Products	410766	Replace Screen - Goyder Sq. Water feature	\$ 135.00
1502	Figleaf Pool Products	410762	Maint, servicing and cleaning of the goyder AUG 16	\$ 1,800.60
V00295	Jacana Energy	65333769	107722111 - 15.07.2016 - 12.08.2016	\$ 303.05
V00295	Jacana Energy	65365053	104433510 - 15.07.2016 - 15.08.2016	\$ 25.16
V00295	Jacana Energy	65330030	109001110 - 15.07.2016 - 15.08.2016	\$ 265.89
V00295	Jacana Energy	65365616	109001210 - 15.07.2016 - 15.08.2016	\$ 155.93
V00295	Jacana Energy	65329994	1011630810 - 15.07.2016 - 15.08.2016	\$ 75.68
V00295	Jacana Energy	65363898	1010921910 - 15.07.2016 - 15.08.2016	\$ 25.75
V00295	Jacana Energy	65365318	106720411 - 15.07.2016 - 15.08.2016	\$ 25.46
V00295	Jacana Energy	65330171	106795510 - 15.07.2016 - 15.08.2016	\$ 1,161.94
V00295	Jacana Energy	65329997	106365710 - 15.07.2016 - 15.08.2016	\$ 66.77
V00295	Jacana Energy	65295006	107710110 -07.07.2016 - 08.08.2016	\$ 25.94
V00295	Jacana Energy	65256100	102787910 -07.07.2016 - 05.08.2016	\$ 511.89
V00295	Jacana Energy	65294468	1014457810 -07.07.2016 - 05.08.2016	\$ 280.97
V00295	Jacana Energy	65240589	106440910 -05.05.2016 - 03.08.2016	\$ 81.64
V00295	Jacana Energy	65303239	1012616510 -17.05.2016 - 13.08.2016	\$ 138.33
V00295	Jacana Energy	65332417	1010920710 -17.05.2016 - 12.08.2016	\$ 69.19
V00295	Jacana Energy	65293053	106623610 -11.05.2016 - 10.08.2016	\$ 247.32
V00295	Jacana Energy	65330085	103115310 -15.07.2016 - 15.08.2016	\$ 258.46
V00295	Jacana Energy	65330136	1014109610 -15.07.2016 - 15.08.2016	\$ 989.27
V00295	Jacana Energy	65330134	1014109810 -15.07.2016 - 15.08.2016	\$ 65.88
V00295	Jacana Energy	65364162	1014109910 -15.07.2016 - 15.08.2016	\$ 25.46
V00295	Jacana Energy	65363895	1010884410 -15.07.2016 - 16.08.2016	\$ 25.94
V00295	Jacana Energy	6533087	103598210 -15.07.2016 - 15.08.2016	\$ 223.10
V00295	Jacana Energy	65330332	1010931710 -15.07.2016 - 15.08.2016	\$ 109.27
V00295	Jacana Energy	65330012	106317110 -15.07.2016 - 16.08.2016	\$ 27.72
V00295	Jacana Energy	65365301	106414410 -15.07.2016 - 15.08.2016	\$ 25.16
V00295	Jacana Energy	65330290	106399910 -15.07.2016 - 16.08.2016	\$ 89.24
V00295	Jacana Energy	65365295	106198310 -15.07.2016 - 15.08.2016	\$ 25.16
V00295	Jacana Energy	65294903	106225010 -07.07.2016 - 05.08.2016	\$ 23.59
V00295	Jacana Energy	65256298	105650710 -07.07.2016 - 05.08.2016	\$ 25.67
V00295	Jacana Energy	65411924	104406210 -01.08.2016 - 31.08.2016	\$ 847.86
V00295	Jacana Energy	65365013	104178910 -15.07.2016 - 15.08.2016	\$ 514.05
V00295	Jacana Energy	65423776	1013979610 -28.05.2016 - 29.08.2016	\$ 120.63
V00295	Jacana Energy	65412197	1011518710 -01.08.2016 - 31.08.2016	\$ 1,572.27
V00295	Jacana Energy	65330042	103579111 -15.07.2016 - 15.08.2016	\$ 446.29
V00295	Jacana Energy	65364161	1014109710 -15.07.2016 - 15.08.2016	\$ 577.96
V00295	Jacana Energy	65364163	1014110010 -15.07.2016 - 15.08.2016	\$ 197.54
V00295	Jacana Energy	65330241	102914811 -15.07.2016 - 15.08.2016	\$ 1,891.56
V00295	Jacana Energy	65329962	106143211 -15.07.2016 - 15.08.2016	\$ 64.98
V00295	Jacana Energy	65363894	1010866212 -15.07.2016 - 15.08.2016	\$ 25.16

Creditor No.	Creditor Name	Invoice Number	Invoice Description	Amount
V00295	Jacana Energy	65363889	1010817411 -15.07.2016 - 15.08.2016	\$ 25.16
V00295	Jacana Energy	65312394	106739011 -20.05.2016 - 16.08.2016	\$ 148.76
V00295	Jacana Energy	65331111	106870211 -18.05.2016 - 18.08.2016	\$ 191.69
V00295	Jacana Energy	65364164	1014111710 -15.07.2016 - 15.08.2016	\$ 156.52
V00295	Jacana Energy	65330125	106690411 -15.07.2016 - 15.08.2016	\$ 2,628.61
V00295	Jacana Energy	65330184	1014517910 -15.07.2016 - 15.08.2016	\$ 119.67
V00295	Jacana Energy	65330190	1014518410 -15.07.2016 - 15.08.2016	\$ 132.15
V00295	Jacana Energy	65293268	1011717311 -13.05.2016 - 10.08.2016	\$ 151.30
V00295	Jacana Energy	65330263	105742210 -15.07.2016 - 15.08.2016	\$ 40.32
V00295	Jacana Energy	65330311	106382310 -15.07.2016 - 16.08.2016	\$ 28.32
V00295	Jacana Energy	65363888	1010817310 -15.07.2016 - 15.08.2016	\$ 483.14
V00295	Jacana Energy	65365299	106367310 -15.07.2016 - 15.08.2016	\$ 2,003.90
V00295	Jacana Energy	65295007	107710210 -07.07.2016 - 05.08.2016	\$ 221.82
V00295	Jacana Energy	65330224	1014110110 -15.07.2016 - 15.08.2016	\$ 2,179.54
V00295	Jacana Energy	65221387	1010962110 -01.07.2016 - 31.07.2016	\$ 1,699.72
V00295	Jacana Energy	65413944	1010962110 -01.08.2016 - 31.08.2016	\$ 1,950.05
V00295	Jacana Energy	65256927	1012213510 -13.05.2016 - 08.08.2016	\$ 165.18
V00295	Jacana Energy	65365293	106190610 -15.07.2016 - 15.08.2016	\$ 25.46
V00295	Jacana Energy	65293263	1011710011 -13.05.2016 - 10.08.2016	\$ 90.96
V00295	Jacana Energy	65363999	1012379010 -19.05.2016 - 18.08.2016	\$ 288.40
V00295	Jacana Energy	65330187	1014518010 -15.07.2016 - 15.08.2016	\$ 433.52
V00295	Jacana Energy	65330246	1015105310 -15.07.2016 - 15.08.2016	\$ 443.61
V00295	Jacana Energy	65383616	1014217811 -31.05.2016 - 26.08.2016	\$ 541.57
V00295	Jacana Energy	65383796	1014164011 -31.05.2016 - 25.08.2016	\$ 258.31
V00295	Jacana Energy	65313827	1015418510 -20.05.2016 - 16.08.2016	\$ 292.87
V00295	Jacana Energy	65313790	1015260310 -19.05.2016 - 16.08.2016	\$ 250.56
V00295	Jacana Energy	65343325	1015010612 -20.05.2016 - 18.08.2016	\$ 165.86
V00295	Jacana Energy	65294534	1016554010 -07.07.2016 - 05.08.2016	\$ 162.38
V00295	Jacana Energy	65256160	1017011910 -07.07.2016 - 05.08.2016	\$ 357.94
V00295	Jacana Energy	65332001	1016645511 -19.05.2016 - 17.08.2016	\$ 151.29
V00295	Jacana Energy	65291856	102810210 -15.07.2016 - 12.08.2016	\$ 675.75
V00295	Jacana Energy	65329960	104426110 -15.07.2016 - 15.08.2016	\$ 160.38
V00295	Jacana Energy	65413790	1011831010 -01.08.2016 - 31.08.2016	\$ 9,982.74
V00295	Jacana Energy	65295185	109005610 -07.07.2016 - 05.08.2016	\$ 294.64
V00295	Jacana Energy	65411788	109005410 -01.08.2016 - 31.08.2016	\$ 6,604.79
54	Powerwater	65366516	204433210 -15.07.2016 - 15.08.2016	\$ 521.61
54	Powerwater	65366801	206237910 -15.07.2016 - 15.08.2016	\$ 1,868.68
54	Powerwater	65334679	206329110 -17.05.2016 -12.08.2016	\$ 1,597.02
54	Powerwater	65363300	206224110 -25.05.2016 - 23.08.2016	\$ 2,642.21
54	Powerwater	65330066	206347110 -15.07.2016 - 15.08.2016	\$ 788.96
54	Powerwater	65366812	206639310 -15.07.2016 - 15.08.2016	\$ 54.53
54	Powerwater	65366799	206213510 -15.07.2016 - 15.08.2016	\$ 27.61
54	Powerwater	65424021	203979910 -01.06.2016 - 30.08.2016	\$ 1,376.24
54	Powerwater	65365812	2013921810 -15.07.2016 - 15.08.2016	\$ 512.48



Creditor No.	Creditor Name	Invoice Number	Invoice Description	Amount
54	Powerwater	65383576	2014312511 - 31.05.2016 - 26.08.2016	\$ 3,381.92
54	Powerwater	65383522	2014164111 - 31.05.2016 - 25.08.2016	\$ 3,160.50
54	Powerwater	65395267	2014753111-31.05.2016 - 26.08.2016	\$ 76.78
54	Powerwater	65366832	206863911 -18.05.2016 - 17.08.2016	\$ 2,069.12
54	Powerwater	65334048	2012616611 -17.05.2016 - 13.08.2016	\$ 419.51
54	Powerwater	65304906	206608110 -12.05.2016 - 11.08.2016	\$ 392.67
54	Powerwater	65366809	206480110 -15.07.2016 - 16.08.2016	\$ 26.50
54	Powerwater	65343685	2016103410 -20.05.2016 - 18.08.2016	\$ 1,399.04
54	Powerwater	65346141	2015010511 -20.05.2016 - 23.08.2016	\$ 309.71
54	Powerwater	65365819	2014004010 -07.07.2016 - 15.08.2016	\$ 32.12
54	Powerwater	65366306	203115311 -15.07.2016 - 15.08.2016	\$ 180.68
54	Powerwater	65295435	2015250011 -07.07.2016 - 08.08.2016	\$ 1,613.70
54	Powerwater	65414770	2015464011 -31.05.2016 - 26.08.2016	\$ 70.66
54	Powerwater	65346230	2016469410 -18.05.2016 - 17.08.2016	\$ 2,322.01
54	Powerwater	65346231	2016477311 -18.05.2016 - 17.08.2016	\$ 1,632.70
54	Powerwater	65405178	2012299610 -07.07.2016 - 18.08.2016	\$ 1,281.37
54	Powerwater	6536573	2011605910 -19.05.2016 - 17.08.2016	\$ 5,168.82
5508	Open Systems Technology Pty Ltd - CouncilFirst	SI003466	NAV monthly Professional Services - 2016-2017	\$ 1,501.50
433	Arafura Wind Ensemble Inc.	REC: 155329 - REFUND OF KEY DEPOSIT	Rec: 155329 - Refund of key deposit	\$ 60.00
5104	JLM Civil Works Pty Ltd	00005810	Collect dead cat on victoria drive bus stop.	\$ 89.12
5104	JLM Civil Works Pty Ltd	00005806	Zuccoli Lot 13285 (21) Bloodwood St New Driveway	\$ 1,992.88
V00903	Steven McLennan	REC 146904 - REFUND OF BARKING COLL	Rec 146904 - Refund of barking collar deposit	\$ 50.00
V00101	Bellamack Pty Ltd	MCG DRIVEWAY REIMBURSEMENTS	Various MCG Driveway Reimbursements	\$ 15,540.00
1607	Sterling NT Pty Ltd	00047393	Undertake TS2013-05 for 2016/17 Area 1	\$ 23,694.66
1607	Sterling NT Pty Ltd	00047394	Undertake TS2013-06 for 2016/17 Area 2	\$ 27,475.60
185	Bridge Toyota	JC2425768	Repair Order as per Order JC2425768 for CA71UC	\$ 590.22
3428	Bunnings Group Limited	2315/01245731	Gas Bottle Refil for BBQ Trailer	\$ 22.98
5104	JLM Civil Works Pty Ltd	00005725	Public Place bin collection July 2016	\$ 15,190.87
5104	JLM Civil Works Pty Ltd	00005758	Public Place bin collection- August 2016	\$ 15,190.87
549	City of Darwin	95262	Shoal Bay Waste Charges August 2016	\$ 50,958.00
4816	CS Services NT	00004620	TS2011/03 - Archer Waste Transfer Station	\$ 166,579.37
4933	NT Sports & Playground Surfacing Pty Ltd	00002145	"Phoenix Park -option 2 - Playground Refurbishment	\$ 57,251.00
V00718	Mark Cundall Earthmoving Pty Ltd	00006910	TS2016-01 - Boulevard Stage 2 - Construction	\$ 337,339.09
V00358	Shift Consulting Group	IV131450	COPAL Evaluation - Shift Consulting	\$ 11,000.00
4065	Southern Cross Protection Pty Ltd	832216	Security Patrols - 14/09 & 18/09/2016	\$ 218.58
54	Powerwater	PJ000904	FORTNIGHT 2017- 6 - From Payroll	\$ 615.00
4007	Ark Animal Hospital Pty Ltd	102279	Parvo Test & Euthanasia - 8024	\$ 141.00
4007	Ark Animal Hospital Pty Ltd	102801	2 x Euthanasia and 1 x Disposal	\$ 252.00
4007	Ark Animal Hospital Pty Ltd	104248	Euthanasia and Methadone - 8140	\$ 111.90
4007	Ark Animal Hospital Pty Ltd	103749	Euthanasia - 8079	\$ 86.00
4007	Ark Animal Hospital Pty Ltd	103743	2 x Euthanasia - 8074 & 8113	\$ 158.00
4007	Ark Animal Hospital Pty Ltd	102390	Medical charges for Tan Dog DFW 8/7/16 - 8109	\$ 699.42
4007	Ark Animal Hospital Pty Ltd	102389	Euthanasia - 7989	\$ 72.00
V00299	EPAC Salary Solutions Pty Ltd	172860-220916	SALARY PACKAGING - PAY 6 (F/E 18/09/2016)	\$ 779.37

Creditor No.	Creditor Name	Invoice Number	Invoice Description	Amount
5727	Melaleuca Refugee Centre	00000597	Course Seminar & Conference Registration	\$ 90.00
2	Australian Taxation Office - GST, PAYG	PAYG WE 18/09/2016	PAYG WE 18/09/2016	\$ 60,313.00
V00909	Anthony Sievers	REC: 111625 REFUND OF DEPOSIT	Rec: 111625 Refund of damage/cleaning deposit	\$ 150.00
V00908	Ashley McElwee and Adam Throncroft	ASSESS: 100225 - RATES REFUND	Assess: 100225 - Rates overpayment refund	\$ 1,071.71
V00739	Peter Chandler MLA	REC: 143630 REFUND OF DEPOSIT	Rec: 143630 Refund of damage/cleaning deposit	\$ 150.00
5482	Life Education Northern Territory Limited	LENT001	ISponsorship - Ocsober financial support	\$ 2,000.00
V00779	Brads Sound Company	189 - JAZZ 25/09/16	Production for jazz in the Square	\$ 400.00
V00792	Annemarie Lloyd	1393	Additional Entertainer Jazz in the Square	\$ 220.00
V00182	Nitesh Raj Pant	REIMBURSE - TRAVEL EXPENSES	Reimburse - travel expenses - September 2016	\$ 343.33
V00621	Kelly Blackburn	COP REIMBURSEMENT	Reimbursement for NTFL Healthy Living Campaign	\$ 30.00
399	St John Ambulance (NT) Incorporated	595443	First Aid Training	\$ 180.00
399	St John Ambulance (NT) Incorporated	595836	First Aid Training	\$ 180.00
V00910	P Honan	REC: 149718 REFUND OF DEPOSIT	Rec: 149718 Refund of damage/celaning deposit	\$ 150.00
215	Employee Assistance Services NT Inc (EASA)	00026652	EAP Counselling Session for August 2016	\$ 193.60
4007	Ark Animal Hospital Pty Ltd	102278	Double charged for 8012 & 7928 - June invoice	-\$ 144.00
V00318	StatewideSuper Clearing House	PJ000894	FORTNIGHT 2017- 5 - From Payroll	\$ 7,364.00
V00318	StatewideSuper Clearing House	PJ000904	FORTNIGHT 2017- 6 - From Payroll	\$ 7,329.30
V00318	StatewideSuper Clearing House	SEP-16	Superannuation Contribution	\$ 49,968.95
4825	OracleCMS	00124864	After Hours Call Service - Feb 16 / April 2016	\$ 1,010.44
4730	Sign City (NT) Pty Ltd	00020712	Breastfeeding banners	\$ 591.80
3313	Zip Print	14674	Bookmarks x 500	\$ 220.00
112	Beaurepaires	U855359870	New Battery for Ranger Vehicle	\$ 167.25
2236	The Top Ender Tri-Services Magazine Inc	00003181	PO110833 Top Ender Oct/Nov 2016	\$ 288.00
3313	Zip Print	14707	CLIPS workshop DL x 500	\$ 231.00
V00476	Water Dynamics (NT) Pty Limited	SLI21008966	Labour for irrigation Thursday 1.9-Friday 2.9.16	\$ 1,760.00
V00476	Water Dynamics (NT) Pty Limited	SLI21008965	Irrigation parts consumed for 29.08.- 31.08.16	\$ 1,724.56
4538	Byrne Design & Drafting	INV00664	TS2016-01 - Boulevard Stg 2 -Supers Representative	\$ 44,121.00
3788	HPA Incorporated	84283	two sets of outdoor furniture for art centre	\$ 3,700.00
V00166	Diamond International Events T/A Trina's Catering	1516266	Catering - Council Meetings 2016/2017	\$ 220.00
4933	NT Sports & Playground Surfacing Pty Ltd	00002083	Marlow Lagoon Remove damaged support	\$ 1,698.73
V00476	Water Dynamics (NT) Pty Limited	SLI21008830	Supply only, one set of filter disc's Lake 7	\$ 1,087.35
V00193	Amcom Pty Ltd	68842-070916	Amcon IP Tel Service - July 2016 to June 2017	\$ 5,878.05
3428	Bunnings Group Limited	2315/00186403	Air Compressor	\$ 99.00
4538	Byrne Design & Drafting	INV00666	TS2016-01 - Add Design Changes	\$ 22,000.00
3683	Area9 IT Solutions	SIN41078	IBM SAN Warranty Renewal Aug 2015-2017	\$ 2,693.61
3683	Area9 IT Solutions	SIN41080	Trend Micro Antivirus 1Yr Renew-Govt-Nov 2017	\$ 2,981.44
3683	Area9 IT Solutions	SIN41079	IBM Server X3650 M3 x3 1 Yr Warranty Upgrade	\$ 2,684.48
272	City Wreckers	00013032	Towing and Storage of White/ Holden/ Ute/ NT-CA83R	\$ 154.00
3594	Comics NT	4957	Library Comics NT Invoice 4957	\$ 403.37
V00368	iWater NT	158	Irrigation parts comsumed 28.08.2016 to 05.09.16	\$ 524.81
V00368	iWater NT	157	Labour for irrigation repairs 28.8-5.9.2016	\$ 907.50
256	The Bookshop Darwin	BD14975	Library Bookshop quote BD3943	\$ 1,431.55
1442	Cazalys Palmerston Club	344270	Order PO111229	\$ 156.48
3886	Top End Sign Sales	SM16-498	Signage Marlow Lagoon Dog Park	\$ 1,540.00

Creditor No.	Creditor Name	Invoice Number	Invoice Description	Amount
V00228	Outback Tree Service	INV-0419	Remove & stumpgrind 1x tree as per quote 92	\$ 2,200.00
V00228	Outback Tree Service	INV-0417	Tree Maintenance	\$ 594.00
938	Nightcliff Electrical	3345	Replace 7 gloves as send through email at Library	\$ 181.62
10	DBH Contracting	00007430	remove sand, silt, debris Lake 9	\$ 4,514.57
3594	Comics NT	4922	Library Invoice number 4922	\$ 161.90
35	Staples Australia Pty Limited	9019026199	Corporate Stationery - Civic Centre	\$ 960.51
5104	JLM Civil Works Pty Ltd	00005812	Irrigation repairs at the Emery Avenue/Temple Tce	\$ 1,376.43
5104	JLM Civil Works Pty Ltd	00005809	Birripa Court - 2.5 hrs truck & labour landscape	\$ 480.15
5104	JLM Civil Works Pty Ltd	00005808	Bellamack, Lot 10538 (21) Damascene Cres Driveway	\$ 623.14
4912	Remote Area Tree Services Pty Ltd	00003396	Cost to conduct an aborist assessment and compile	\$ 660.00
5551	Active Tree Services Pty Ltd	INV-268520	Woodroffe - street tree maintenance - QT129259	\$ 9,625.00
3254	Department of Lands & Planning & the Environment	749007244	Map books and AO Maps	\$ 1,220.90
3428	Bunnings Group Limited	2315/99705272	Gear needed for the irrigation guys 50- stakes,	\$ 251.64
3428	Bunnings Group Limited	2315/01251817	Gear needed for the irrigation guys 50- stakes,	\$ 211.92
47	Telstra Corporation Ltd	T311 - 2 SEP 2016	4640728244 - Satellite Plan - 2 Sept 2016	\$ 105.00
47	Telstra Corporation Ltd	5690427113	903268700 - Mainline/mobile account - 12 Sept 2016	\$ 5,830.04
4825	OracleCMS	00125486	Monthly AfterHours call sevice (Call Centre)	\$ 987.15
V00879	Mark John Bleakley	00029	Entertainers jazz in the Square	\$ 1,200.00
V00866	Madeline Ryan	002	Order PO111469	\$ 150.00
4065	Southern Cross Protection Pty Ltd	833196	Security Patrols - Library 19/9, 21/9, 24/9, 25/9	\$ 502.54
V00890	Laundryplus	71147	Laundry of table cloths	\$ 33.00
4723	Karen Sheldon Catering Pty Ltd	00034025	Navy Week	\$ 870.00
5006	Australian Human Resources Institute Ltd (AHRI)	RN2231392016	AHRI Membership Renewal	\$ 360.00
5104	JLM Civil Works Pty Ltd	00005822	remove dead possum from near 50 Woodlake Blvd	\$ 89.12
5104	JLM Civil Works Pty Ltd	00005821	Vandalism Yarrowonga	\$ 322.52
5104	JLM Civil Works Pty Ltd	00005819	straighten no U turn and KL sign near Gray child	\$ 105.56
5104	JLM Civil Works Pty Ltd	00005818	Sign buscall Avenue	\$ 52.78
5104	JLM Civil Works Pty Ltd	00005817	remove graffiti from hazard marker opp 4 Belyuen	\$ 38.70
5104	JLM Civil Works Pty Ltd	00005816	Rosebery Vandalism	\$ 258.02
5104	JLM Civil Works Pty Ltd	00005815	replace 1 grid lid of the SEP ifo 166 Lind Road	\$ 387.01
5104	JLM Civil Works Pty Ltd	00005814	refill the verge adjacent to driveway 45 Maurice	\$ 101.75
5104	JLM Civil Works Pty Ltd	00005813	replace the post for KL in front of 21 Essington	\$ 603.99
5104	JLM Civil Works Pty Ltd	00005811	Vandalism Gunn	\$ 216.98
5104	JLM Civil Works Pty Ltd	00005807	Pavement Pinelands	\$ 1,993.73
4856	Portner Press Pty Ltd	J5969909	Health & Safety 2016 Update 7	\$ 77.00
846	Nationwide News NT Division	43266831	Nationwide News - August 2016	\$ 4,950.11
V00099	Palmerston Lions	54	BBQ - Animal Awareness Day Marlow Lagoon	\$ 500.00
V00855	ESRI Australia	90059403	ArcGIS CU Desktop Basic/Online L1 Setup/Services	\$ 6,809.00
5216	Blue Cycles Palmerston	I-3771	Free Yoga in the Square - 14/09 - 30/11	\$ 270.00
5104	JLM Civil Works Pty Ltd	00005851	Zuccoli Aspire Lot 13303 (13) Banksia St, Driveway	\$ 1,189.63
5104	JLM Civil Works Pty Ltd	00005850	Zuccoli, Lot 13268 (15) Bloodwood Street Driveway	\$ 1,369.74
5104	JLM Civil Works Pty Ltd	00005849	Zucoli, Lot 13280 (31) Bloodwood St Zuccoli	\$ 1,992.88
5104	JLM Civil Works Pty Ltd	00005848	Zuccoli, Lot 13294 (31) Banksia St New Driveway	\$ 1,189.63
10	DBH Contracting	00007419	Undertake TS2013/03 for August 2016	\$ 73,115.58



Creditor No.	Creditor Name	Invoice Number	Invoice Description	Amount
5104	JLM Civil Works Pty Ltd	00005749	Pavement Gunn	\$ 172.65
V00621	Kelly Blackburn	REIMBURSEMENT - KAT IN PARK	Reimbursement - COPAL KAT in the Park ingredients	\$ 46.36
V00328	Capital Security (NT) Pty Ltd	00002319	Library security - week ending 28/8/16	\$ 304.15
V00328	Capital Security (NT) Pty Ltd	00002333	Security library - week ending 4/9/16	\$ 251.11
399	St John Ambulance (NT) Incorporated	596451	Defibrillator for art centre	\$ 2,650.00
4221	Institute of Public Works Engineering - IPWEA	18703	Order PO111282	\$ 545.00
4508	News 4 U	SN00 1342 3108 2016	LIBRARY - Newspapers Aug 2016	\$ 132.20
5104	JLM Civil Works Pty Ltd	00005790	Reinstate lid on Inverway Circuit near 60K Sign	\$ 117.28
5104	JLM Civil Works Pty Ltd	00005731	Install 47 m kerb and 5m concrete invert Rosebery	\$ 2,744.50
18	Integrated Land Information System	LTO78000034349	Land Title Searches (56PAT) - 26/08/16 - 25/09/16	\$ 219.20
479	Jardine Lloyd Thompson Pty Ltd	048-021248	JLT - Insurances - annual/quarterly - 2016-2017	\$ 26,571.60
V00917	M Penglase & A Gepp	R5850 - ASSESS # 113113 REFUND	R5850 - Assess 113113 - Rate overpayment refund	\$ 943.79
5568	Mr E F Gojar	REIMBURSEMENT TAXI FARES	Reimbursement for taxi fares	\$ 147.50
V00915	Jenna Sherwell	DOG REGO REFUND	Animal 126903 - Dog Registration Refund	\$ 42.00
V00913	Australian Online Courses	AOC20329	Lean Process Improvement Course x 37	\$ 5,531.50
1607	Sterling NT Pty Ltd	00047396	Undertake TS2013-08 for 2016/17 Area 4	\$ 21,349.87
V00918	Noreen Anderson	R5849 - 107197 - RATES REFUND	Assess: 107197 - R5849 Rates overpayment refund	\$ 600.00
5104	JLM Civil Works Pty Ltd	00005854	Carry out requirements of the pre cyclone clean up	\$ 57,715.41
639	Cleanaway Pty Ltd.	15580480	TS2014/01 - Waste Collection Contract	\$ 250,292.78
V00181	Andrew Byrne	ELECTED MEMBER PAYMENT - AUGUST 16	Elected member payment - August 2016	\$ 2,346.55
V00181	Andrew Byrne	ADJUST PINV118109	CR/Adj Note PCR100135	-\$ 2,346.55
1270	SIDS and Kids Northern Territory	REC 148432 - KEY DEPOSIT REFUND	Rec 148432 - Key deposit refund	\$ 60.00
1270	SIDS and Kids Northern Territory	DOUBLE UP IN PINV117974	Rec 148432 - Key deposit refunded on PINV117974	-\$ 60.00
V00414	Ian Abbott	ELECTED MEMBER PAYMENT - AUGUST 16	Elected member payment - August 2016	\$ 8,980.58
V00414	Ian Abbott	ADJUST PINV118104	CR/Adj Note PCR100134	-\$ 8,980.58
				\$ 6,196,026.19

Reviewed by: Acting Finance Manager



Approved: Chief Executive Officer

## SECTION 2

### Financial Results

#### 2.6 - Creditor Accounts outstanding - September 2016

Creditor No.	Creditor Name	Amount
10	DBH Contracting	\$ 3,224.70
112	Beaurepaires	\$ 35.12
123	Kerry's Automotive Group	\$ 361.80
1499	Oasis Palm Hire	\$ 154.00
173	Initial Hygiene	\$ 725.45
2	Australian Taxation Office - GST, PAYG	\$ 934.92
256	The Bookshop Darwin	\$ 3,328.34
2587	Top End RACE	\$ 7,738.40
272	City Wreckers	\$ 462.00
274	CSG Business Solutions (NT) Pty Ltd	\$ 2,030.54
2915	Territory Uniforms	\$ 142.96
2965	KIK FM Pty Ltd	\$ 1,320.00
2977	Security & Technology Services P/L	\$ 2,760.66
3099	Iron Mountain Australia Pty Ltd	\$ 1,702.75
3313	Zip Print	\$ 737.00
337	Darwin Glass (NT) Pty Ltd	\$ 640.00
3428	Bunnings Group Limited	\$ 371.01
3438	NT Shade & Canvas Pty Ltd	\$ 1,492.70
35	Staples Australia Pty Limited	\$ 418.44
3514	NT Automotive Group T/A Darwin Mitsubishi	\$ 46.50
3545	Amalgamated Pest Control Pty Ltd	\$ 385.00
3683	Area9 IT Solutions	\$ 8,265.84
3705	Hungry Hearts	\$ 125.00
3879	Litchfield Council	\$ 2,069.97
394	Civica Pty Limited	\$ 3,420.26
4029	Totally Workwear Palmerston	\$ 703.20
4095	Deuce Cleaning Service	\$ 60.50
4120	EnvisionWare Pty Ltd	\$ 71.50
4336	Wavesound Pty Ltd	\$ 689.70
4398	Quality Indoor Plants Hire	\$ 102.40
4561	Bendesigns	\$ 67.10
4605	Top End Windscreens and Tinting	\$ 250.00
4737	D & L Plumbing & Gasfitting	\$ 1,584.00
4871	Reface Industries	\$ 386.88
4912	Remote Area Tree Services Pty Ltd	\$ 4,928.00
5104	JLM Civil Works Pty Ltd	\$ 31,144.15
5410	Majestix Media Pty Ltd	\$ 2,998.32
549	City of Darwin	\$ 149.68
87	Industrial Power Sweeping Services Pty	\$ 462.00
90	Local Government Association of the NT (LGANT)	\$ 3,960.00
938	Nightcliff Electrical	\$ 6,110.10
943	Territory Asset Management Services	\$ 990.00
V00166	Diamond International Events T/A Trina's Catering	\$ 220.00
V00202	YACCA GOLD P/L T/A Central Business Equipment	\$ 52.03
V00228	Outback Tree Service	\$ 3,575.00
V00284	Wheelers Books	\$ 423.59
V00328	Capital Security (NT) Pty Ltd	\$ 339.52
V00368	iWater NT	\$ 1,760.00
V00476	Water Dynamics (NT) Pty Limited	\$ 17,480.50
V00582	Ezko Property Services (Aust) Pty Ltd	\$ 11,701.25
V00771	TreadsNT	\$ 819.00
V00855	ESRI Australia	\$ 2,035.00
V00890	Laundryplus	\$ 9.68

Creditor No.	Creditor Name	Amount	
V00902	Coles Motors	\$	47.00
V00907	Univets Pty Ltd	\$	350.00
V00912	Get Funkd - Amy Bewick	\$	280.00
		\$	136,643.46
			
Reviewed by: Acting Finance Manager		Approved: Chief Executive Officer	



# SECTION 2

## Financial Results

### 2.7 - STATEMENT OF CREDIT CARD TRANSACTIONS - AUGUST 2016

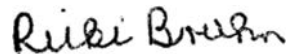
NAB Visa  
29 July 2016 to 29 August 2016

Cardholder	Amt.	Cost Code	Description
Caroline Hocking	\$ 949.87	3608.EXEC001.305	Accommodation - PDA Alderman
	\$ 65.13	5521	Accommodation - PDA Alderman - reimbursed
	\$ 33.93	3809.EXEC001.308	Chambers Group Photo Print
	\$ 139.90	3828.EXEC002.308	Timor-Leste Conference Gift - CEO
	\$ 13.08	3809.EXEC001.308	Chambers Group Photo Print
	\$ 541.00	3853.EXEC002.302	Airfares - LGANT AGM - CEO
	\$ 541.00	3853.EXEC001.305	Airfares - LGANT AGM - Mayor
	\$ 33.00	3840.EXEC001.307	Function Alderman Retirement - Refreshments
	\$ 16.00	3828.EXEC001.307	Retirement Gift - Alderman
	\$ 60.00	3828.EXEC001.307	Restock Chambers Glasses
Alyce Breed	\$ 115.98	3806.CORP004.309	Design Software
	\$ 133.64	3841.CORP005.308	Staff Morning Tea
	\$ 11.60	3841.CORP005.308	Staff Morning Tea
	\$ 100.00	3111.CORP005.300	Gift voucher - Finance staff
	\$ 500.00	3841.CORP005.308	Council Gifts
	\$ 968.06	5521	Airfares - Brighton - Media Projects Officer
	\$ 180.00	5521	Airfares - Brighton - Media Projects Officer
Ben Dornier	\$ 43.26	3855.corp005.302	Taxi from hotel to airport - Cloud Services
	\$ 190.00	3806.CORP004.309	Library Software
	\$ 74.82	3821.CORP005.301	Fuel - Vehicle - CC37FO
Jeetendra Dahal	\$ 837.38	3852.TECH009.302	Training Course Registration - Tech Officer
	\$ 837.38	3852.TECH009.302	Training Course Registration - Tech Officer
	\$ 466.00	3853.TECH009.302	Airfares - Training Course - Technical Officer
	\$ 282.70	3853.TECH009.302	Airfares - Training Course - Technical Officer
Ian Mathers	\$ 57.00	3111.COMM007.300	OCHRE Card - Library CSO
	\$ 357.90	3823.TECH009.301	Vehicle Rego - CA31VH
	\$ 114.05	3823.COMM002.301	Trailer Rego - TJ4344
Jan Peters	\$ 39.24	3842.COMM009.335	School Holiday Program
	\$ 422.00	3828.COMM005.355	PRJ10071 - COPAL Event
	\$ 375.00	3843.COMM002.320	Camp Quality Auction Support
	\$ 447.48	3843.COMM002.320	Camp Quality Auction Support
	\$ 285.00	3821.COMM002.301	Tyres for CA44MH
	\$ 21.00	3852.COMM002.302	Youth/DIG Hub Training
	\$ 1,230.00	3842.COMM004.335	Accreditation Kit - Australian Breastfeeding
	\$ 363.37	3854.COMM002.302	Accommodation - Youth Training
	\$ 223.00	3822.COMM002.301	CBo8IQ - Car Battery
Sharon Tollard	\$ 577.90	3819.COMM007.315	Library Stock
	\$ 75.00	3819.COMM007.315	Library Stock
	\$ 38.02	3840.COMM007.335	Staff Lunch
	\$ 440.26	3819.COMM007.315	Library Stock
	\$ 816.30	3819.COMM007.315	Library Stock
	\$ 25.42	3819.COMM007.315	Library Stock
	\$ 25.42	3819.COMM007.315	Library Stock
	\$ 82.84	3819.COMM007.315	Library Stock
	\$ 30.42	3819.COMM007.315	Library Stock
	\$ 128.00	5521	Additional charges - reimbursed
Maxie Smith	\$ 91.60	3111.CORP003.300	Milk - staff kitchen

Cardholder	Amt.	Cost Code	Description
	\$ 32.94	3828.CORP005.308	Bunnings Step x 3
	\$ 92.00	3111.CORP003.300	Milk - staff kitchen
	\$ 314.40	3804.CORP004.309	Techbuy Storage Hardware
	\$ 30.99	3806.CORP004.309	itunes App Store
	\$ 101.40	3111.CORP003.300	Milk - staff kitchen
	\$ 23.00	3203.CORP006.312	Registration Discharge of Statutory Charges
	\$ 88.00	3111.CORP003.300	Milk - staff kitchen
	\$ 97.00	3111.CORP003.300	Milk - staff kitchen
	\$ 87.98	3822.CORP005.301	Wiper Blades CA44MH
	\$ 687.50	3852.CORP004.302	Telstra Vantage
Samantha Abdic	\$ 6.74	3828.EXEC003.308	Social Media
	\$ 13.17	3828.EXEC003.308	Social Media
	\$ 128.68	3807.EXEC003.308	Newsletter
	\$ 6.68	3828.EXEC003.308	Social Media
Silke Reinhardt	\$ 92.40	3806.CORP004.309	iAuditor renewal
Natasha Clifton	\$ 329.22	3810.TECH009.308	AS4454-2015 Compost soil conditioners and mulchers
Ricki Bruhn	\$ 49.00	3840.EXEC002.308	Business Lunch
	\$ 36.41	5521	Reimburse from LG Professionals Australia - Taxi fare
	\$ 15,617.46		



Reviewed by: Acting Finance Manager



Approved by: Chief Executive Officer

## Section 2

### Financial Results

#### 2.8 - Waste Charges as at 30 September 2016

##### Waste Management

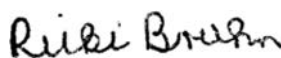
	Original Budget	YTD Actuals	Commitment	Total YTD Actuals plus Commitments	%
<b>Income</b>					
Rates & Charges	(6,568,290)	(6,592,229)	-	(6,592,229)	100.36%
<b>Income</b>	<b>(6,568,290)</b>	<b>(6,592,229)</b>	<b>-</b>	<b>(6,592,229)</b>	<b>100.36%</b>
<b>Expenditure</b>					
Educational Resources	15,000	6,585	3,190	9,775	65.17%
Utilities	15,957	1,963	-	1,963	12.30%
Security	-	-	-	-	0.00%
Litter Collection	204,532	29,463	32,756	62,219	30.42%
Domestic Bin Collection	2,458,208	409,237	1,861,654	2,270,891	92.38%
Kerb Side Collections	104,000	54,273	11,624	65,896	63.36%
Tip Recharge Domestic Bin Collection	472,500	85,975	343,431	429,406	90.88%
Transfer Station	1,613,200	257,111	1,356,089	1,613,200	100.00%
Tip Recharge Transfer Station	325,520	47,078	278,442	325,520	100.00%
<b>Expenditure</b>	<b>5,208,917</b>	<b>891,684</b>	<b>3,887,186</b>	<b>4,778,870</b>	<b>91.74%</b>
<b>(Profit)/Loss</b>	<b>(1,359,373)</b>	<b>(5,700,545)</b>	<b>3,887,186</b>	<b>(1,813,359)</b>	

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, overheads and capital works.



Reviewed By: Acting Finance Manager



Approved By: Chief Executive Officer



## Section 2

### Financial Results

#### 2.9 - Commercial Leases as at 30 September 2016

##### Commercial Leases

	Original Budget	YTD Actuals	Commitment	Total YTD Actuals plus Commitments	%
<b>Income</b>					
Library Services	(96,636)	(30,197)	-	(30,197)	31.25%
Aquatic Centre	(95,804)	(24,662)	-	(24,662)	25.74%
Civic Centre	(189,131)	(60,398)	-	(60,398)	31.93%
<b>Income</b>	<b>(381,571)</b>	<b>(115,256)</b>	<b>-</b>	<b>(115,256)</b>	<b>30.21%</b>
<b>Expenditure</b>					
Library Services	-	2,500	-	2,500	0.00%
Aquatic Centre	-	-	-	-	0.00%
Civic Centre	-	4,224	-	4,224	0.00%
<b>Expenditure</b>	<b>-</b>	<b>6,724</b>	<b>-</b>	<b>6,724</b>	<b>0.00%</b>
<b>(Profit)/Loss</b>	<b>(381,571)</b>	<b>(108,533)</b>	<b>-</b>	<b>(108,533)</b>	

Library Services includes lease held by Mosko's Market

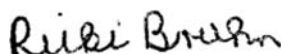
Aquatic Centre includes leases held by Movement for Life and Tang Soo Do

Civic Centre includes leases held by Adult Mental Health, JLM and Peter McGrath

Elders Management Fees charged to Civic Centre each month



Reviewed By: Acting Finance Manager



Approved By: Chief Executive Officer

**ITEM NUMBER:** 13.1.7 2016 Northern Territory Disability Services Awards  
**FROM:** Chief Executive Officer  
**REPORT NUMBER:** 8/1005  
**MEETING DATE:** 18 October 2016

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**Municipal Plan:**

4. Governance & Organisation

4.2 Service

We value and encourage participation in Council activities by the community, and are committed to delivering the highest possible levels of service and community engagement

**Summary:**

The Mayor received an Invitation from the Northern Territory Disability Services to attend the 2016 Disability Services Awards on Friday, 11 November 2016 at the Doubletree by Hilton.

The Mayor will be on leave at the time of the Awards, however Deputy Mayor Shutt has advised she would be interesting in attending as Acting Mayor to represent the City of Palmerston.

**RECOMMENDATION**

1. THAT Council receives Report Number 8/1005.
2. THAT Council approve/not approve that the City of Palmerston be represented at the 2016 Northern Territory Disability Services Awards by Deputy Mayor Seranna Shutt and that a ticket be purchased at a cost of \$110 GST Inc.

**Background:**

Commencing in 2011, the Northern Territory Disability Services Awards set out to promote the value of a career in the disability workforce and to celebrate the positive contributions of the Northern Territory community in creating opportunities for people with disabilities.

**General:**

The Awards offer an opportunity to recognise the individuals working in the disability sector as well as government and non-government services, organisations, businesses and programs that demonstrate outstanding commitment to improving the lives of people with disability.

Deputy Mayor Shutt would like to attend to the represent the City of Palmerston at the Awards.

**Financial Implications:**

Ticket cost \$110 GST Inc.

**Legislation/Policy:**

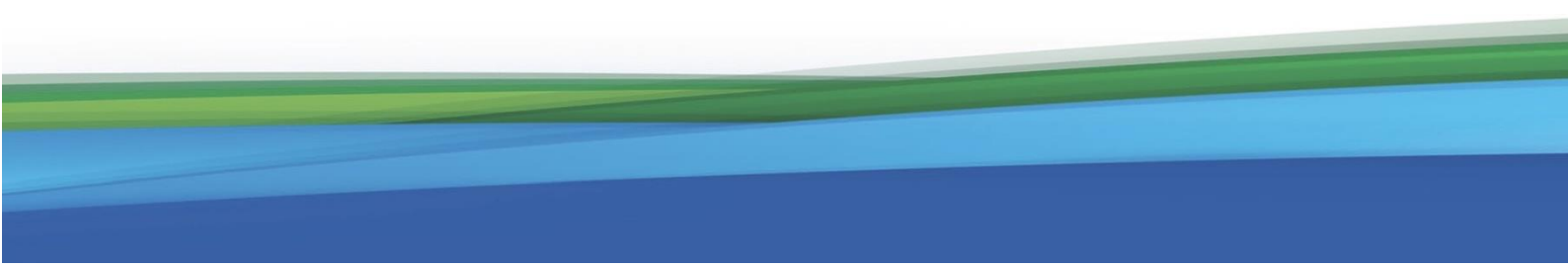
Nil

**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](mailto:ricki.bruhn@palmerston.nt.gov.au)

**Schedule of Attachments:**

Nil





**ITEM NUMBER:** 13.1.8 Water Tower Feature Lighting  
**FROM:** Director of Technical Services  
**REPORT NUMBER:** 8/1008  
**MEETING DATE:** 18 October 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:**

Report referred from the Economic Development and Infrastructure Committee Meeting held on Thursday, 13 October 2016.

The City of Palmerston 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 approval for the initial proposed lighting system and Power Water Corporation directed that lighting could not be fixed to the main structure. AECOM redesigned the light mounting system to meet Power Water Corporation requirements and BMD Urban has provided a quotation of \$60,732 for the additional works. This quotation will exceed the available project funding and additional funding of \$71,000 would be required before the project could proceed.

**RECOMMENDATION**

1. THAT Council receives Report Number 8/1008.
2. THAT Council delete the feature lighting of the Palmerston water tower from the Goyder Square Stage 2 project and close out the project.

**Background:**

The City of Palmerston (CoP) contracted with BMD Urban to construct Goyder Square Stage 2. A component of the 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 subsequently advised that lighting could not be fixed to the main structure.

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 would 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 workscope for the additional works to supply and install the lighting bars and install the lights.

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:**

Electrical and lighting works carried out to date around the water tower have included the supply and installation of seven new light poles and associated LED lights and cabling including to concrete seating. 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) Delete the feature lighting of the water tower and close out the project; or
- (b) Allocate additional funding of \$71,000 to complete the feature lighting of the water tower.

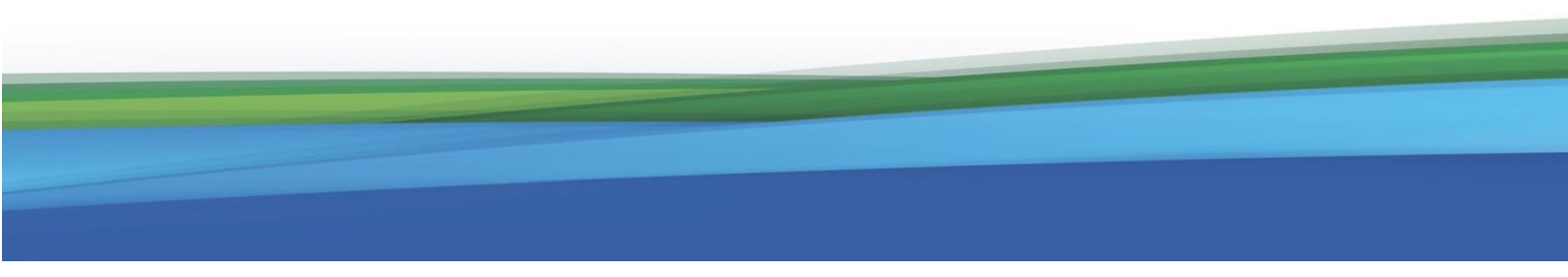
Option (a) is the recommended option and will allow CoP to close out the project without the need for additional funding. CoP will hold in store around \$35,000 of lights and fittings that cannot be used elsewhere at this time. No licence agreement is required with PWC.

Option (b) will allow the completion of the original work scope of the Goyder Square Stage 2 project but would require the additional \$71,000 in funding to be drawn from the infrastructure reserve or by deferring other 2016-17 capital works projects. Council would need to enter into a licence agreement with PWC before the lights could be fitted to the water tower.

#### **Financial Implications:**

Based on the original contract, BMD has \$53,602 remaining unclaimed for the water tower lighting. BMD has advised that should work not proceed, the final claim for materials (lights, fittings and cable) will be \$46,481. This amount can be met from available project funds (\$11,388) and BMD credit note for negative variations (\$37,372).

Should the water tower feature lighting proceed, additional project funding of \$71,000 including an approx 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	-\$80,403
Less available project funds	-\$11,388
Less BMD credit note	-\$37,372
Lighting shortfall	\$65,574
5% contingency (approx.)	\$5,426
Required funding	\$71,000

*\*all figures ex GST*

The \$71,000 (ex GST) would be required to be drawn from the Infrastructure Reserve or by deferring capital projects in the 2016-17 budget.

**Legislation/Policy:**

There are no legislation or policy issues arising from this report.

**Recommending Officer:** Mark Spangler, Director of Technical Services

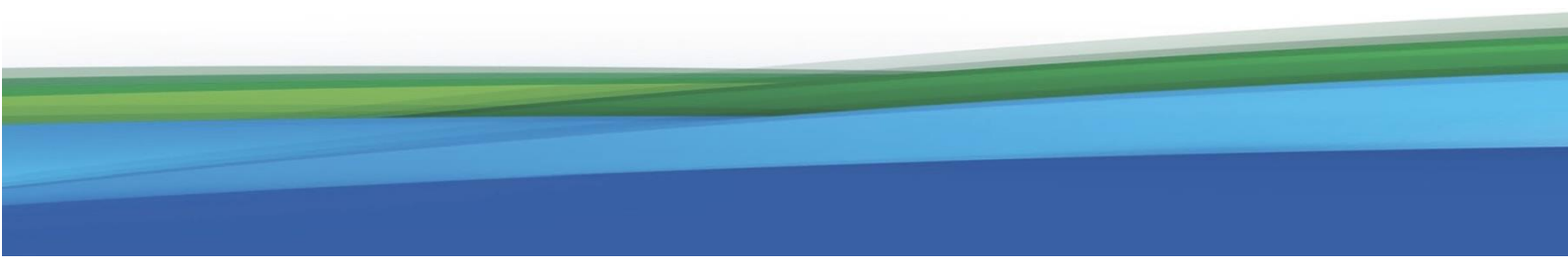
Any queries on this report may be directed to Mark Spangler, Director of Technical Services on telephone (08) 8935 9958 or email [mark.spangler@palmerston.nt.gov.au](mailto:mark.spangler@palmerston.nt.gov.au)

**Author:** Gary Boyle, Major Projects Officer

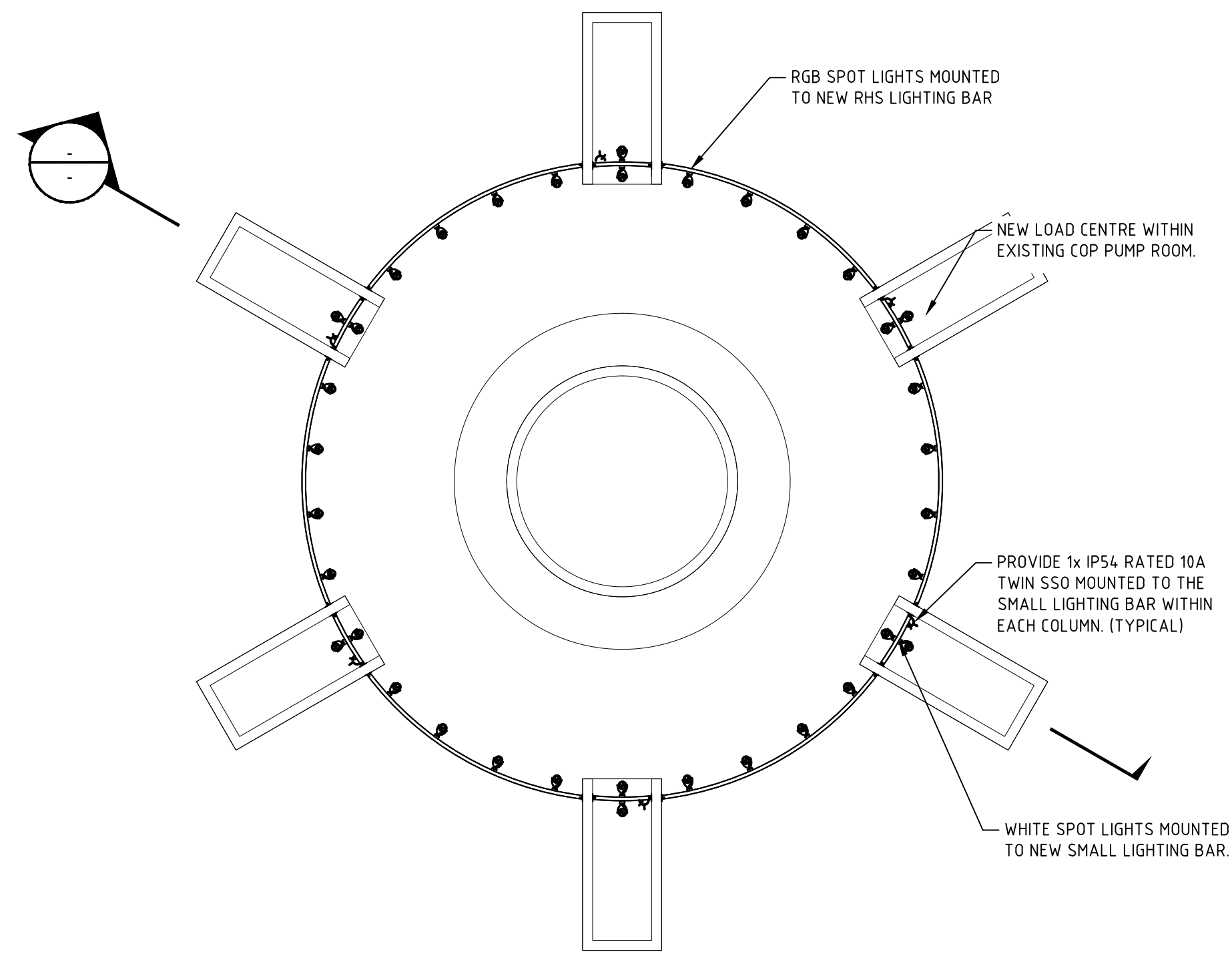
**Schedule of Attachments:**

Attachment A: Modified lighting mounts.

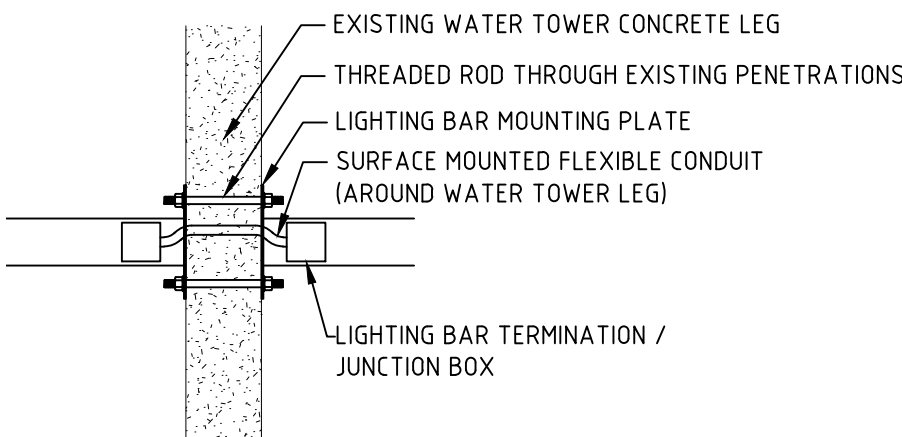
Attachment B: Power Water Corporation standard licence agreement.



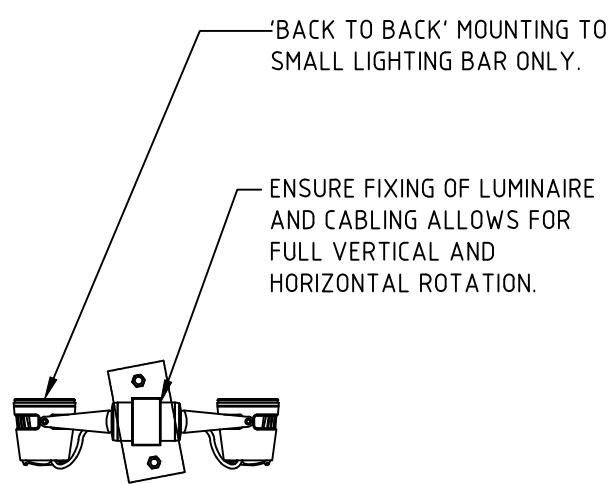




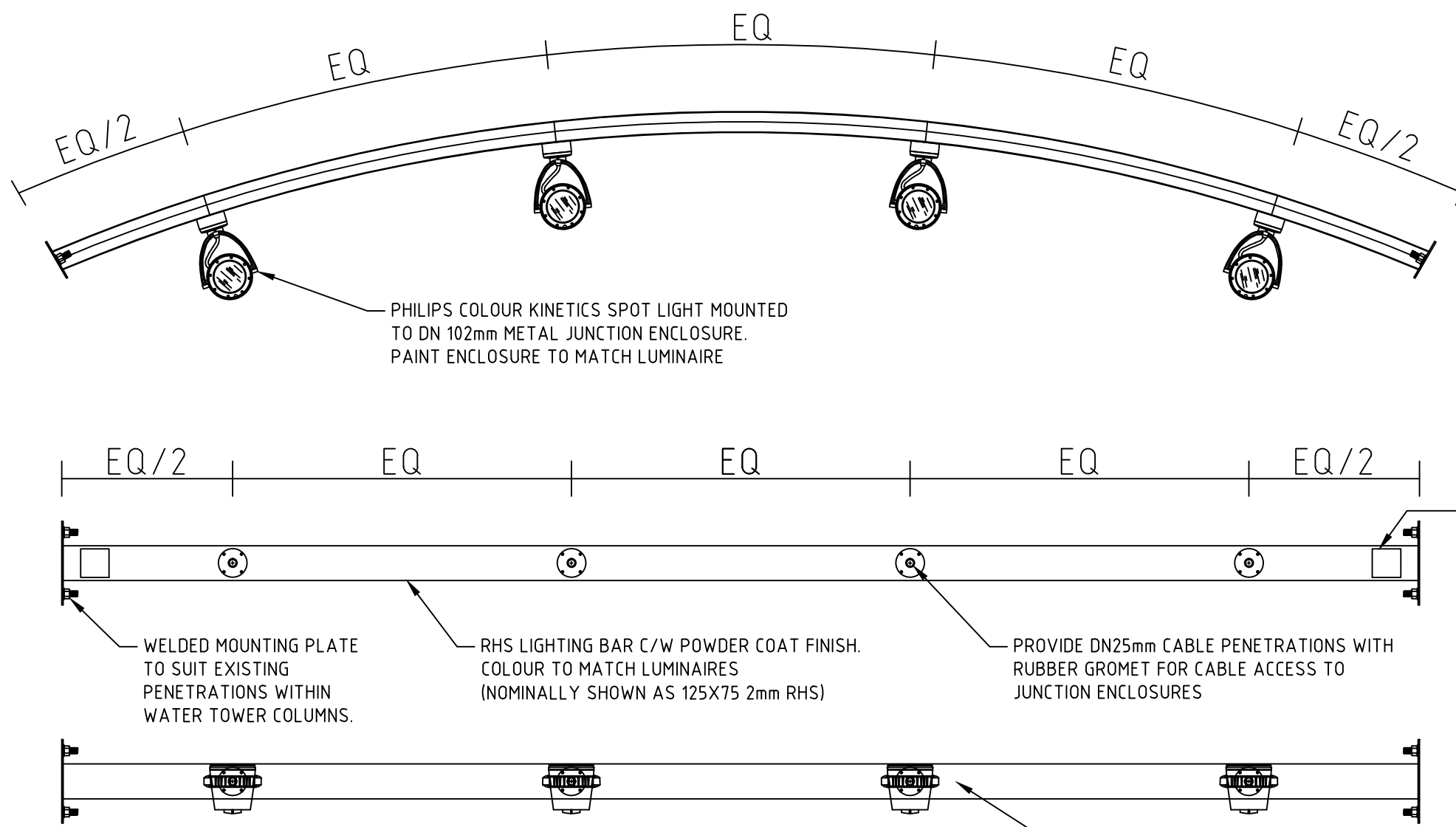
WATER TOWER LIGHTING PLAN  
SCALE: 1:100 @ A1



LIGHTING BAR MOUNTING DETAIL  
SCALE: 1:20 @ A1

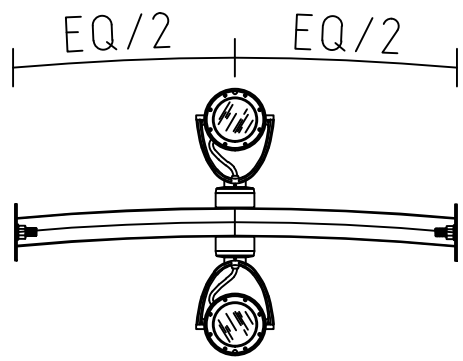


INDICATIVE LIGHTING BAR SECTION  
SCALE: 1:20 @ A1

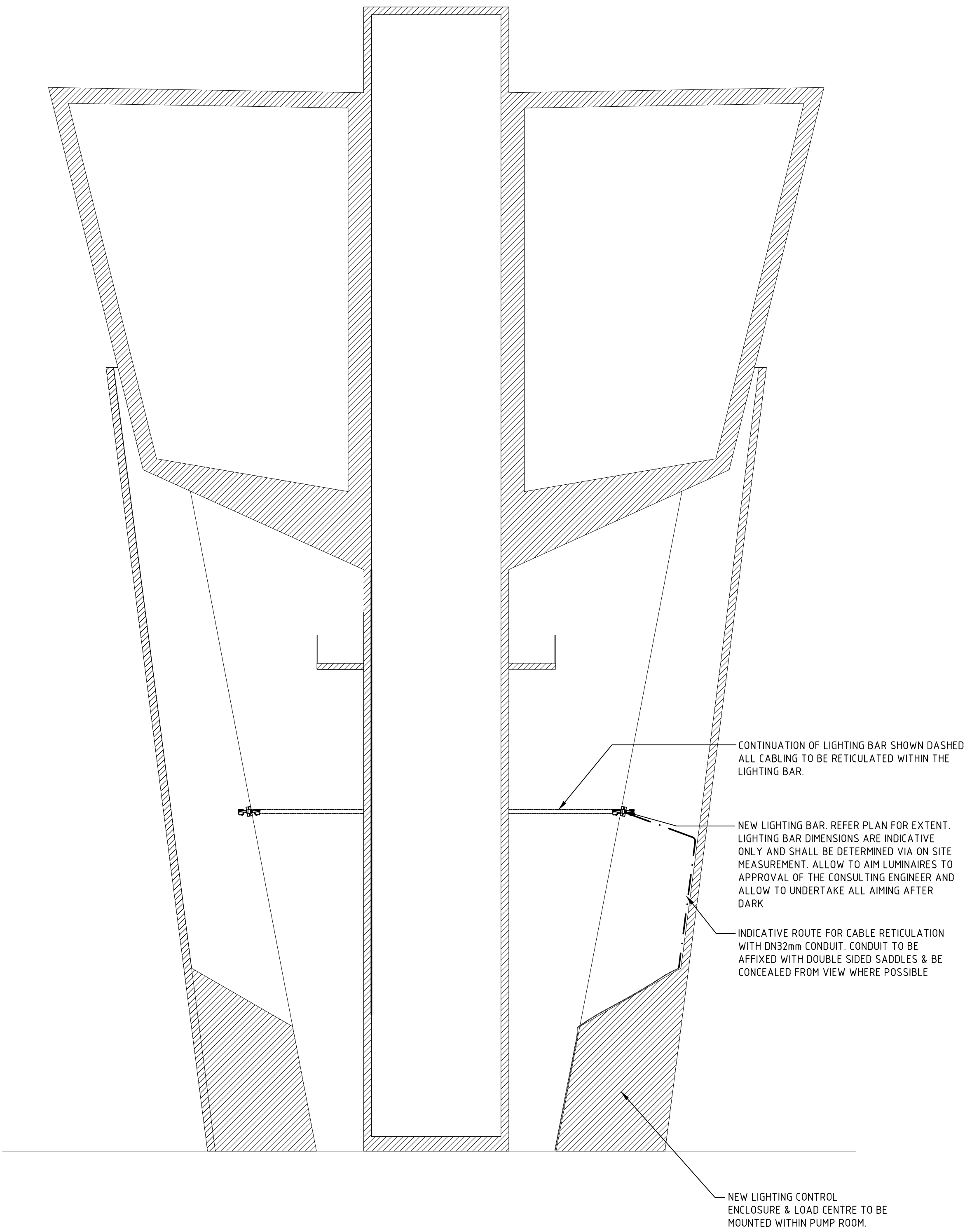


INDICATIVE LARGE LIGHTING BAR DETAIL  
SCALE: 1:20 @ A1  
ALL DIMENSIONS TO BE DETERMINED FROM ONSITE MEASUREMENTS  
ALL LIGHTING BARS SHALL BE PREWIRED AND TESTED PRIOR TO INSTALLATION ON SITE.

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\6034\J12 GOYDER SQUARE REDEVELOPMENT\5. CAD\2D SHEET\5034\J12-05.DWG  
LAST MODIFIED: 01/02/2016 10:11 AM  
REVISIONS

This drawing is confidential and shall only be used for the purposes of this project.					Scale
No.	BY	DATE	DESCRIPTION	APPROD	
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	

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		FOR CONSTRUCTION
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GOYDER SQUARE REDEVELOPMENT - STAGE 2 & 3		WATER TOWER LIGHTING DETAILS
Org No.	60341431-05	
Rev.	D	

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

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

## **Licence Agreement (Structure)**



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**THIS AGREEMENT** is made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

**BETWEEN:**

**POWER AND WATER CORPORATION ABN 15 947 352 360** of 2<sup>nd</sup> 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.

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## **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.

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### **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.

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## **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.

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## **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.

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## **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.

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# **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.

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## **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.

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## **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.

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## **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.

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## **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.

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### **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.

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# **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.

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**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.

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**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.

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## **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.

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## 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 3<sup>rd</sup> Business Day after posting; or
  - (ii) in any other case on the 10<sup>th</sup> 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.

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## **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.

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## **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.

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## **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.

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## **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.

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## **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.

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## **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.

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## **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.

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## **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.

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## **29. LIABILITY**

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

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**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.

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**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.

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**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.

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**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.

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**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.

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## 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.

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## 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.

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**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.

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**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**

<b>Item 1: Land and Structure</b>	<p>(a) <b>Land</b></p> <p>Lot 1114</p> <p>Town of: Palmerston</p> <p>Plan: S82/257</p> <p><b>Address:</b></p> <p>Suburb: Palmerston</p> <p>Street: Woolnough</p> <p>Number: 3</p> <p>(b) <b>Structure</b></p> <p>Lighting on Water Tower</p>
<b>Item 2: Licensee</b>	<p>Palmerston City Council ABN 42 050 176 900</p> <p>PO Box 1 Palmerston NT 0831</p>
<b>Item 3: Term</b>	<p>(a) Term: 5 years</p> <p>(b) Commencement Date: the ..... day of ..... 20....</p> <p>(c) Termination Date: the ..... day of ..... 20....</p>
<b>Item 4: Option to Renew</b>	<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>
<b>Item 5: Facility</b>	<p>Palmerston Water Tower Lot 1114 Town of Palmerston</p> <p>(3 Woolnough Street Palmerston)</p>
<b>Item 6: Permitted Use</b>	<p>Installation of public lighting on Palmerston Water Tower as describe in the attached drawing.</p>

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

**SCHEDULE 2 – SCHEDULE OF FEES**

<b>Licence Fee (clause 4.1)</b>	\$ Nil per annum inclusive of GST
<b>Review Dates (clause 4.2, 4.3 &amp; 4.4)</b>	<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>
<b>Storage Fees (clause 4.7)</b>	\$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.
<b>Consent Fees (clause 8.1 &amp; 8.5)</b>	\$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.
<b>Call Out Fee (clause 16.4)</b>	\$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
<b>After Hours Call Out Fee (clause 16.4)</b>	<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>

<b>Property Damage (clause 8.4, 11.2, 12.1)</b>	Power and Water may recover all costs and expenses plus an administration fee (15%) on such costs and expenses.
<b>Costs (clause 21.1)</b>	<b>[\$[INSERT AMOUNT]]</b> inclusive of GST