

CITY OF PALMERSTON

**Notice of Council Meeting
To be held in Council Chambers, Civic Plaza, Palmerston
On Tuesday, 6 October 2015 at 6:30pm**

AGENDA

Audio Disclaimer

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

- 1. PRESENT**
- 2. APOLOGIES**
- 3. CONFIRMATION OF MINUTES**

RECOMMENDATION

1. THAT the minutes of the Council Meeting held Tuesday, 15 September 2015 pages 8067 to 8209 be confirmed.
2. THAT the minutes of the Confidential Council Meeting held Tuesday, 15 September 2015 pages 190 to 191 be confirmed.

4. MAYOR'S REPORT

4.1 Recent Media / Public Comments

M8-14

- 5. REPORT OF DELEGATES**
- 6. QUESTIONS (WITHOUT DEBATE) FOR WHICH NOTICE HAS BEEN GIVEN**
- 7. QUESTIONS (WITHOUT DEBATE) FOR WHICH NOTICE HAS NOT BEEN GIVEN**
- 8. PETITIONS**

9. DEPUTATIONS / PRESENTATIONS

9.1 Hosting 2016 Northern Territory State Championships

Michael Fleming, Chair of the Palmerston and Rural Touch Football will give a presentation regarding hosting the 2016 Northern Territory State Championships.

9.2 Rates for Palmerston Golf and Country Club

Noel Fahey, General Manager and Ray Norman, Board Member of the Palmerston Golf and Country Club will give a presentation regarding reduced rates.

10. CONSIDERATION OF MOTIONS FOR WHICH NOTICE HAS BEEN GIVEN

Nil

11. COMMITTEE RECOMMENDATIONS

11.1 Governance and Organisation

Nil

11.2 Economic Development and Infrastructure

Nil

11.3 Community Culture and Environment

Nil

11.4 Internal Audit Committee Meeting

THAT the minutes from the Internal Audit Committee meeting held on 22 September 2015 be received and noted.

12. INFORMATION AGENDA

12.1 Items for Exclusion

12.2 Receipt of Information Reports

RECOMMENDATION

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

12.3 Officer Reports

12.3.1	Action Report	8/0743
12.3.2	End of Year Library Acquittal	8/0747

13. DEBATE AGENDA

13.1 Officer Reports

13.1.1	Goyder Square Traders Meeting	8/0744
13.1.2	Proposed 2015/16 Roads to Recovery Grant Funds	8/0745
13.1.3	Affixation of Common Seal – Variation to Crown Lease Term over Lot 4302 Town of Palmerston	8/0746
13.1.4	Application for Rate Concession Palmerston Golf and Country Club	8/0749

14. CORRESPONDENCE

14.1 Streetlights Assets – Points of Clarification/Capital Charges

15. RESPONSE TO PREVIOUS QUESTIONS TAKEN ON NOTICE

15.1 Response to Previous Public Questions from Council Meeting held on 15 September 2015

16. PUBLIC QUESTION TIME

At the invitation of the Chair

17. OTHER BUSINESS – ALDERMAN REPORTS

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

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

18. CONFIDENTIAL REPORTS

18.1 Application for Rate Concession by Sporting Group for Lot 11822 **8/0748**

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, Acting Director of Corporate Services, Acting Director of 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 Application for Rate Concession by Sporting Group for Lot 11822 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:

- (e) information provided to the Council on condition that it be kept confidential

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

2. THAT Council orders that the minutes from the Confidential Council meeting held on 6 October 2015, in relation to confidential item number 18.1 Application for Rate Concession by Sporting Group for Lot 11822 to remain confidential for 12 months.

18.2 Application – Remission of Interest for Lot 6243

8/0750

RECOMMENDATION

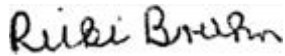
1. THAT pursuant to Section 65 of the Local Government Act, Council orders that the public be excluded from the meeting with the exception of the Chief Executive Officer, Acting Director of Corporate Services, Acting Director of Community Services, Director of Technical Services and Minute Secretary 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 18.2 Application – Remission of Interest for Lot 6243 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:

- (b) information about the personal circumstances of a resident or ratepayer;

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

2. THAT Council orders that the minutes from the Confidential Council meeting held on 6 October 2015, in relation to confidential item number 18.2 Application – Remission of Interest for Lot 6243 to remain confidential.

19. CLOSURE

A handwritten signature in black ink that reads "Ricki Bruhn". The signature is written in a cursive, slightly slanted style.

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.

ITEM NO. 4.1 Recent Media / Public Comments

FROM: Mayor Ian Abbott

REPORT NUMBER: M8-14

MEETING DATE: 6 October 2015

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 details of recent derogatory comments made by the Member for Blain in the local media and on a public facebook site against the City of Palmerston and its Elected Members. To advise of the action which has been taken in relation to these comments, including receipt of an apology from the Member for Blain.

Background:

It was brought to my attention that on 2 September 2015, the Member for Blain Mr Nathan Barrett, made a series of misleading and inaccurate comments on the 'Palmerston Residents against Rate Changes' Facebook site in relation to the City of Palmerston. A copy of these comments are provided as Attachment 'A' to this report.

Given the misleading nature of these comments, I immediately wrote to the Member for Blain expressing my disappointment in his comments, provided evidence in support of the action taken by council and requested a written apology to be provided prior to 17 September 2015. I also asked that there be a correction to the inaccuracies which had been made. A copy of this letter and supporting documentation is provided as Attachment 'B'.

General:

I can report that an apology was emailed by Mr Barrett on 16 September 2015, however no attempt has been made to remove or correct the comments which have been made. A copy of this apology to the Mayor and Aldermen of the City of Palmerston is provided as Attachment 'C'.

There has also been no clarification received from Mr Barrett on '*the business which council is currently avoiding*'.

Despite writing to Mr Barrett in relation to this matter, an article which appeared in the NT News on 12 September 2015 (see Attachment 'D') included further comments from him about council including:-

- *'When people choose to become an elected member, they choose to prioritise that role'*
- *'It seems they managed to have meetings to discuss things of less importance'*
- *'It's a shame these community members can't prioritise economic development'.*

I found these comments insulting to both the City of Palmerston and its Elected Members and arranged for a Press Release to be circulated in response to these comments. A copy of this Press Release is provided as Attachment 'E'.

Whilst the Member for Blain continues to discredit council for the benefit of his own political ambitions, I will continue to defend the council against these misleading and inaccurate comments.

Financial Implications:

Nil

Policy / Legislation:

Nil

RECOMMENDATION

THAT Council receives Report Number M8-14.

Recommending Officer: Mayor Ian Abbott

Any queries on this report may be directed to Ian Abbott, Mayor on telephone (08) 8935 9911 or email ian.abbott@palmerston.nt.gov.au.

Schedule of Attachments:

Attachment A	Comments made by the Member for Blain on the 'Palmerston Residents against Rate Changes' Facebook site on 2 September 2015
Attachment B	Correspondence dated 4 September 2015 forwarded to the Member for Blain including supporting documentation
Attachment C	E-mail apology received from Nathan Barrett dated 16 September 2015
Attachment D	NT News article dated 12 September 2015
Attachment E	Press Release dated 17 September 2015

**Geoffrey Barnes**

2 hrs

****BELLAMACK TAVERN LIQUOR LICENSE APPLICATION***** City of Palmerston Council is conducting a "Special Meeting" this evening Wednesday 2nd September 2015 at 5:30pm at Council Chambers to discuss this application. The Special Meeting was only decided at last nights general meeting. Spread the word if this impacts you.

👍 Like ➦ Share

5 people like this.

**Caron Banks** Thanks Geoffrey Barnes

1 hr · Like

**Gay and Mel Fabian** Info passed onto Daryl Manzie, 1041 Territory FM.

1 hr · Like · 👍 2

**Kalotina Chalkiti** Hi can you also pass on to 360- Katie wolf? Hot 100?

1 hr · Like



Nathan Barrett Because they have um..... thats right... no say over licensing. Once again talking about something that is not their business and avoiding their own business. Pathetic. So they can make a political point.

53 mins · Like · 👍 4



Kalotina Chalkiti I agree Nathan but it is another way to raise awareness of the issue. Also they are a stakeholder so could join the objection efforts!

50 mins · Like



Nathan Barrett I wish they would have a meeting to fix the lights in woodroffe parks....

46 mins · Like · 👍 2

**Nathan Barrett** Or backfow valves in bellamack.....

46 mins · Like · 👍 2



Nathan Barrett Or their stupid veto of a house in zuccoli because a loophole let them screw over a builder.....

45 mins · Like · 👍 1

**Nathan Barrett** Or the paths in woodroffe park that kids ride on

44 mins · Like · 👍 2

**Nathan Barrett** Or the flying fox at marlows.

44 mins · Like · 👍 2

**Aaron Hore** Chantale, who's the minister in charge of this?

37 mins · Edited · Like

Please include the following reference in all correspondence

File:

ID:

4 September 2015

Mr Nathan Barrett MLA
PO Box 946
PALMERSTON NT 0831

Dear Nathan

RE: Comments posted on the Palmerston Residents against Rates Changes Facebook site

It has come to my attention that on the 2nd September 2015 you posted several derogatory comments about the City of Palmerston on the *'Palmerston Residents against Rate Changes'* Facebook site. These comments were in response to a post by Geoffrey Barnes at 9.05am and I have attached a printed copy for your information.

These comments made under your name are both misleading, inaccurate and merely serve to discredit Council for the benefit of your own political ambitions. As the Member for Blain representing the Palmerston community, it is your responsibility to ensure that you research the facts and accurately report the outcomes before making public comments.

In relation to the inaccurate comments you have made, I provide you with the following factual responses:-

1. **Nathan Barrett – Because they have um.....that's right.....no say over licensing. Once again talking about something that is not their business and avoiding their own business. Pathetic. So they can make a political point.**

As a key stakeholder in Palmerston, Council is invited by the Department of Business to comment on ALL liquor licence applications. This is legislated under Section 47F of the Liquor Act. Concerned residents have lobbied the Council and the Elected Members over this application for some time. I have attached a copy of the letter from the Department of Business so that you are clear on the role of local government in these matters.

2. **Nathan Barrett – I wish they would have a meeting to fix the lights in Woodroffe parks.**

Many of the park lights in Woodroffe are the responsibility of the Power and Water Corporation (PAWA). PAWA has advised council that they are no longer maintaining these lights as it is not their core business. Council has no authority to undertake maintenance work on PAWA assets. It would be helpful if you could advocate with council to have PAWA reconsider this matter.

3. Nathan Barrett – Or backflow valves in Bellamack

An email was forwarded to you by Mark Spangler on the 25th June 2015 at 10.52am which clearly advised that PAWA had shut down the supply valve which actually belongs to PAWA (not council). The explanation from PAWA was also provided in this email. A copy of this email is provided for your information.

4. Nathan Barrett – Or their stupid veto of a house in Zuccoli because a loophole let them screw over a builder

We have absolutely no idea what you are referring to here but if you have some factual evidence of what council has actually done in this matter, we would be pleased to receive this information.

5. Nathan Barrett – Or the paths in Woodroffe Park that kids ride on

This maintenance request recently received is being investigated and staff are actioning this request.

6. Nathan Barrett – Or the flying fox at Marlows

This piece of play equipment was made safe the day the issue was originally reported to council and a replacement bearing has been ordered. Once the replacement parts are received, the equipment will be put back into service. To retain our public liability insurance over this equipment, the repairs must be in accordance with the manufacturer's recommendations.

I also seek clarification on what business council is currently avoiding.

Given the inflammatory nature of your comments, I request you submit a written apology and correct the inaccuracies that you have made and provide this to council prior to the 17th September 2015.

Yours sincerely

Ian Abbott
MAYOR

Licensing NT

Enterprise House, 28 - 30 Knuckey Street, Darwin NT 0800

Postal address GPO Box 1154, DARWIN NT 0801

Tel 08 8999 1800 **Fax** 08 89997498

Email: LRASComplianceDWN.DOB@nt.gov.au

Senior Planner
Palmerston City Council
First Floor
2 Chung Wah Terrace
PALMERSTON, NT 0831

CITY OF PALMERSTON

Doc ID

14 AUG 2015

Dear Sir/Madam,

RE: Grant of New Liquor Licence – The Flynn Tavern

An application for a new liquor licence has been received from the Director of Armada Hotels and Leisure Pty Ltd, proposed Licensee for The Flynn Tavern, to be located at 127 Flynn Circuit, Bellamack NT 0832.

Please provide any comments you might have in relation to the application taking into account the Objects of the Liquor Act (the Act) as defined in section 3 of the Act. Your comments should relate to matters the Director-General must consider when assessing an application, as detailed in section 6 and 28 of the Act.

If lodging an objection to the application or wanting to raise concerns in relation to neighbourhood amenity, this would be dealt with by way of an objection under section 47F of the Act.

A copy of the Application (including the applicant's response to section 6), advertisement and site plans are enclosed for your reference. A copy of section 3, 6 and 28 of the Act are also attached.

Your comments or objection, if any, should be received by this office no later than Sunday, 13 September 2015

If you require any further information in relation to the above, please contact Senior Compliance Officer Christine Free on telephone 8999 17827 or via email christine.free@nt.gov.au

Yours sincerely



CHRISTINE FREE
Senior Compliance Officer

14 August 2015

From: Mark Spangler
Sent: Thursday, 25 June 2015 10:52 AM
To: 'Nathan Barrett' <Nathan.Barrett@nt.gov.au>
Subject: Supply of water to the Parks in Bellamack

Good morning Nathan

I refer to your enquiry earlier this week regarding water supply to Parks in Bellamack.
As discussed Power Water have shut down our supply and provided the following explanation :

Hi Graeme

As discussed over the phone, I have closed a valve on the non-potable water supply the supply's parts of Forrest Parade with irrigation water. We currently have a valve open on our potable water supply that is currently supplying potable water through the non-potable system. This is only supplying the school and the Rugby oval and this is why we have isolated it from the rest of the system.

Power and Water is currently trying to understand how this system is currently operating. As we were not involved in the design or commissioning, it is hard to gauge exactly what and where this system supply's. There is a real risk to Power and Water with cross connections. If non potable water gets into the potable system the effects/consequences could be disastrous to public health.

I would like to meet with you one day and go through what your system requirements are and explain the operating constraints that face us. I don't believe that there are any customer contracts that we (PWC) have with Palmerston Council around the delivery of this service. I will make contact with you soon and arrange a time to meet on site.

Thanks

Danny Browne
Senior Technical Coordinator

We continue to try and contact PWC but most of our calls go unanswered or unreturned.

We have had an intermittent supply of Non-potable water since July 2014 and have had no supply since December 2014. Of course this hasn't been a problem up until April when the rains ceased.

My staff have undertaken an estimate to put the parks onto a potable supply. The expected cost is around \$140,000.

It is unlikely with Council's current financial restrains that we could fund the connection to potable water in this coming financial year.

If there's anything further you require please don't hesitate to contact me.

Kind regards

Mark Spangler BE (Hon) Civil MIEAust
Acting Chief Executive Officer
City of Palmerston
Ph (08) 89 35 9958

Ricki Bruhn

From: Ian Abbott
Sent: Wednesday, 16 September 2015 4:22 PM
To: Nathan Barrett
Cc: Emily Fanning
Subject: RE: re comments posted on the palmerston residents against rates changes facebook site.

Mr Barrett,

I acknowledge your respond and will present your email to full council.

Regards

Ian Abbott | Mayor | City of Palmerston PO Box 1, Palmerston NT 0831 Australia | www.palmerston.nt.gov.au P 08 8935 9911 | M 0400 892 474 | F 08 8935 9908 | ian.abbott@palmerston.nt.gov.au

-----Original Message-----

From: Nathan Barrett [<mailto:Nathan.Barrett@nt.gov.au>]
Sent: Wednesday, 16 September 2015 3:25 PM
To: Ian Abbott
Subject: re comments posted on the palmerston residents against rates changes facebook site.

The Aldermen and Mayor of the Palmerston City Council

Thank you for your letter informing me of your views relating to my comments.

After consideration of the information contained in the letter you have provided I have decided to apologise for causing you such offence. I will contain my comments regarding constituent concerns relating to your performance to the Minister for Local Government.

Regards,

Nathan Barrett

Sent from my iPad

No-shows on Palmo future

DANI McDONALD

DISCUSSIONS surrounding Palmerston's economic development have ground to a halt because not enough aldermen will turn up to the meetings.

The Economic Development and Infrastructure committee meet once a month but in August and September, due to a lack of numbers, the meetings had to be cancelled.

Marlow Lagoon resident Athina Pascoe-Bell said the cancellations were disappointing, considering businesses around the Goyder Square development were struggling.

"These businesses have asked for support and this is the forum for them to be heard and council doesn't want to hear about it," Ms Pascoe-Bell said. "If they're not committing to it, then why are they even bothering?"

A minimum of three aldermen must be present for a meeting to go ahead.

The EDI committee was previously made up of aldermen Paul Bunker, Andrew Byrne, Heather Malone and deputy mayor Sue McKinnon.

"If they're not committing to it, then why are they even bothering?"

ATHINA PASCOE-BELL

Ms Malone resigned as alderman in August.

Mayor Ian Abbott is ex-officio on all committees and attends when possible.

In a statement provided by council spokeswoman Samantha Abdic, the meeting scheduled to be held on August 13 couldn't go ahead because Ms Malone had other commitments and Mr Abbott was required to attend the opening of the William-Kirkby Jones Park in Eppingston.

"There were not enough committee members available to hold this meeting," Ms Abdic said. It was unclear why Mr Bunker couldn't attend, and he would not return calls made by the NT News.

Ms McKinnon, Mr Byrne and Mr Abbott also would not return phone calls.

For the committee meeting that was supposed to be held on September 10, Ms Abdic said Mr Bunker was unable to attend, and Ms Malone's resignation left a shortfall. Mr Abbott was scheduled for leave.

Aldermen who are not on the committee can make up the numbers if they are available and willing to attend, but on these two occasions they didn't.

Blain MLA Nathan Barrett said elected members should make the effort to attend meetings.

"When people choose to become an elected member, they choose to prioritise that role," Mr Barrett said.

"It seems they managed to have meetings to discuss things of less importance."

"It's a shame these community members can't prioritise economic development."

Ms Abdic said any urgent agenda items for a committee meeting that was cancelled were considered at the next council meeting.

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RELEASE
Office of the Mayor of Palmerston
Mr Ian Abbott JP

Date: Thursday 17 September 2015

ECONOMIC DEVELOPMENT ALIVE AND WELL IN PALMERSTON

In response to an article entitled "No-shows on Palmo future" which appeared in the NT News on Saturday 12 September 2015, Mayor Ian Abbott wants to make it clear that Economic Development is alive and well in Palmerston.

"I take exception to the misleading statements made by the Member for Blain, Mr Nathan Barrett who has demonstrated his lack of knowledge for what is actually happening within the City of Palmerston", said Mayor Abbott.

Mr Barrett claims that our Elected Members can't prioritise economic development and that they should make the effort to attend meetings. "I can inform Mr Barrett that since our Economic Development & Infrastructure Committee was established in early 2013, 28 meetings have been called and only two have been postponed due to a lack of quorum", said Mayor Abbott.

In fact since our Standing Committees commenced, 83 meetings have been called with only three being postponed due to a lack of quorum. For the EDI Committee Meeting scheduled for 10th September 2015, two Alderman (non-committee members) were overseas, the Mayor was interstate, Alderman Malone had resigned from council and the Chair of the Committee, Alderman Paul Bunker was in hospital having surgery.

In consultation with Alderman Bunker, urgent items on the EDI Committee Agenda were transferred to the next Council Meeting which was held 5 days later and have since been dealt with.

It is frustrating to see these negative comments from Mr Barrett when Council has demonstrated leadership in planning through the development of its City Centre Master Plan and the expenditure of \$11m on the CBD to stimulate economic development and to activate the city centre. The recent completion of the \$6m Birripa Court Housing project is another great example of our focus on economic development.

Council staff, with the acceptance of Mr Barrett, arranged to have regular meetings with the Member for Blain to exchange information, however at the last meeting scheduled for 7th August 2015, which was accepted by Mr Barrett, he failed to attend and did not offer an apology. We expect better than this from the Member for Blain.

Economic Development is alive and well in Palmerston and the negative opportunistic comments from the Member for Blain were made to discredit council for the benefit of his own political ambitions.

Mr Ian Abbott
Mayor, City of Palmerston

Contact - Communications Officer
Samantha Abdic on 8935 9912

**APPLICATION FOR A DEPUTATION TO THE
CITY OF PALMERSTON**

Name: Michael Fleming

Organisation: Palmerston & Rural Touch Football.....

Contact Tel: 0412322374.....

Contact Email: flemo777@internode.on.net

Presentation topic: Hosting 2016 Northern Territory State Championships.....

Date of Request: 27th August 2015.....

Meeting date requested: 6th October 2015.....

Time requested (length): 10 to 15 Mins.....
Up to 20 minutes

Names of those making the address:

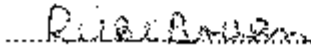
- 1) Michael Fleming
- Title: Chair.....
- Organisation: Palmerston & Rural Touch Football.....
- 2)
- Title:
- Organisation:

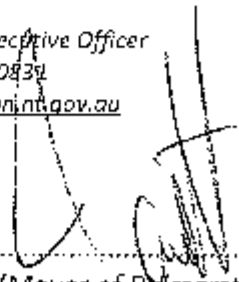
Purpose of the deputation:

.....

A copy of the presentation is required on application.

*Please forward this application to: Mr Ricki Bruhn Chief Executive Officer
City of Palmerston, PO Box 1, PALMERSTON NT 0831
Fax No: (08) 89359900 Email: emily.fanning@palmerston.nt.gov.au
For any enquiries please call (08) 89359902*


.....
Approved (Chief Executive Officer)


.....
Approved (Mayor of Palmerston)

APPLICATION FOR A DEPUTATION TO THE
CITY OF PALMERSTON

Name: Noel FAHEY

Organisation: Cn Palmerston Golf & Country Club

Contact Tel: 0418855767

Contact Email: gm@cazalyant.com.au

Presentation topic: rates for P.G.C.C.

Date of Request: 29/9/15

Meeting date requested: Next

Time requested (length): 20 minutes.
Up to 20 minutes

Names of those making the address:

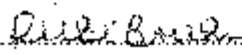
1) Noel Fahey
Title: General Manager
Organisation: Palmerston Golf & Country Club


2) Ray Norman
Title: Board Member
Organisation: Palmerston Golf & Country Club

Purpose of the deputation: Asking for reduced rates

A copy of the presentation is required on application.

Please forward this application to: Mr Ricki Bruhn Chief Executive Officer
City of Palmerston, PO Box 1, PALMERSTON NT 0831
Fax No: (08) 89359900 Email: emily.fanning@palmerston.nt.gov.au
For any enquiries please call (08) 89359902


Approved (Chief Executive Officer)


Approved (Mayor of Palmerston)

ITEM NO. 12.3.1 **Action Report**

FROM: Chief Executive Officer

REPORT NUMBER: 8/0743

MEETING DATE: 6 October 2015

Municipal Plan:

4. Governance & Organisation

4.3 People

We value our people, and the culture of our organisation. We are committed to continuous improvement

Summary:

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

Dec #	Task Date	Matter	Action	Update
8/0847	19/11/2013	TC Zone Land	Discuss with NT Government on acquiring the Tourist Commercial (TC) Zone land – Part Lot 8405	Letter received 9 April 2014 advising investigations are currently being undertaken to inform the potential release of this site including servicing and development options.
8/0949	18/02/2014	Car Parking Contribution Plan Update	Matter on the table	
8/1126	17/06/2014	Reconstruct Radford Road	Council to enter into a memorandum of understanding regarding the use of any contractor security held by LDC.	Construction work in progress.
8/1290	7/10/2014	Quarterly Meetings with NT Government Senior Ministers	Mayor and the chairs or delegate of the three Standing Committees be established to meet with senior Ministers of the NT Government on a quarterly basis to seek financial support and provide updates on projects and initiatives associated with the Palmerston City Centre Master Plan.	Next quarterly meeting to be scheduled.
8/1354	09/12/2014	Draft Palmerston City Centre	- Draft Palmerston City Centre Parking Strategy to be presented to and considered	Council has adopted the Palmerston City Centre Master Plan and associated

		Master Plan 2014 and associated documents	<p>by the City of Palmerston's Car Parking Committee.</p> <ul style="list-style-type: none"> - Final documents and application submission to amend the NT Planning Scheme be submitted to Council for endorsement at the Council meeting scheduled 17 February 2015. - Mayor to forward a letter to the Minister for Lands and Planning to inform the NT Government of the public consultation process for the Draft City Centre Master Plan "package", prior to lodgement of the formal rezoning application with the Minister in 2015. 	documents. Council adopted the Palmerston City Centre Parking Strategy on 2 June 2015.
8/1434	03/03/2015	Small lot subdivisions	Council approach the Shadow Minister for Lands and Planning requesting a meeting in regards to small lot subdivisions	Meeting to be rescheduled.
8/1560	16/06/2015	Financial Support – Palmerston Football Club	Council to liaise with the club to seek City of Palmerston signage on the shade structure	Completed – The Palmerston Football club have withdrawn their request for financial support for the shade structure.
8/1647	01/09/2015	Local Government Association Northern Territory – Casual Vacancy on the LGANT Executive	Council endorse the nomination of Deputy Mayor McKinnon to fill the casual vacancy on the Local Government Association of the Northern Territory Executive.	Completed – Application submitted.
8/1651	01/09/2015	Support of Fish Stocking Program with Amateur Fisherman's Association of the NT	Council staff liaise with Amateur Fisherman's Association of the NT and the NT Department of Fisheries to detail a plan of the fish stocking program and locations of infrastructure.	Completed – Council resolution forwarded to AFANT. Meeting to be scheduled.
8/1653	01/09/2015	Fencing of playgrounds in parks	A report be presented to the Economic Development and Infrastructure Committee detailing the costs for fencing of playgrounds in parks that front collector, sub-arterial or arterial roads.	

8/1659	15/09/2015	Letter of congratulation s	Mayor to forward a letter of congratulations to Ms Cassandra Wardrop on the completion of her Bachelor of Environmental Science degree	Completed
8/1660	15/09/2015	Bump, Bub and Beyond Expo	Council to seek Gold sponsorship for the November 2015 Bump, Bub and Beyond Expo to the value of \$7,000 subject to the receipt of the Association's budget and financial position	
8/1664		Part Lot 8576 Stuart Highway Yarrowonga	Council seek an independent valuation on the land shown in Attachment B to Report Number 8/0738 as lots 3 and 4	
8/1666		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	
8/1673		Application for Rate Concession	That the Palmerston Golf and Country Club be approached to provide a copy of their constitution and financial statements in support of their application for a rate concession	Included in a report to the meeting on 6 October 2015
8/1676		Stormwater connections in SD and MD zoned allotments	Council to facilitate a meeting with builders and certifiers to discuss stormwater drainage requirements in accordance with the City of Palmerston Development Guidelines on residential dwellings less than 600m ² by the end of October 2015	Meeting held on 1 October 2015

RECOMMENDATION

THAT Council receives Report Number 8/0743.

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

ITEM NO. 12.3.2 End of Year Library Acquittal

FROM: Director of Corporate and Community Services

REPORT NUMBER: 8/0747

MEETING DATE: 6 October 2015

Municipal Plan:

4. Governance & Organisation

4.1 Responsibility

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

Summary:

The Northern Territory Library and Information Service require that operational grant acquittals be laid before Council.

Background:

Council received \$627,673 (GST Inclusive) in 2014/15 from the Northern Territory Library and Information Service for the provision of core services.

General:

Attached herewith are the 2014/15 Acquittal of Special Purpose Grant Library Core Services Funding acquittal forms.

Formulae: Special Purpose Grant (\$570 612) + Other Library Revenue (\$137 440.86) – Total Library Expenditure (\$1 191 891.93) = Surplus/Deficit (-\$483 839.07)

Financial Implications:

Nil

RECOMMENDATION

THAT Council receives Report Number 8/0747.

Recommending Officer: Jan Peters, Acting Director of Community Services.

Any queries on this report may be directed to Jan Peters, Acting Director of Community Services on telephone 8935 9976 or email jan.peters@palmerston.nt.gov.au.

Schedule of Attachments:

Attachment A - NT Library Grants 2014/15 Acquittal of Special Purpose Grant Library Core Services Funding.

Attachment B - Statement of Library Income and Expenditure 2014/15 from City of Palmerston.

	SCHEDULE 5 - NT LIBRARY GRANTS ACQUITTAL FORM
--	--

.....City of Palmerston..... COUNCIL/SCHOOL

YEAR ENDING 30TH JUNE...2015... ACQUITTAL OF OPERATIONAL GRANT
LIBRARY CORE SERVICES FUNDING

Purpose of Grant: Provision of core Public Library and Information Services

INCOME AND EXPENDITURE STATEMENT

Special Purpose Grant excluding GST	\$ 570 612
GST Amount	\$ 57 061
 TOTAL	 \$ 627 673
Expenditure (Specify accounts and attach copies of invoices or ledger entries)	
Total Expenditure	\$ 1, 191 891.93
Surplus/(Deficit)	\$ (483 839.07)

We certify, in accordance with the conditions under which this grant was accepted, that the expenditure shown in this acquittal has been actually incurred and reports required to be submitted are in accordance with the stated purpose of this grant.

Statement prepared by: Maeva Masterson Manager Library Services/...../2015

Laid before the Council at a meeting held on/...../2015

Authorised Person:/...../2015

DEPARTMENTAL USE ONLY

Amount correct?	YES/NO
Expenditure conforms to purpose	YES/NO
Balance of funds to be acquitted	\$.....
Prepared by...../...../.....

Comments: _____

Manager Business Services/...../2014

Operating Income

Dep Code	Dep name	CC code	CC name	Account	Account Name	YTD \$
COMM007	Library Services	102	User Fees & Charges	1303	Hall and Other Facility Hire	-38,643.04
COMM007	Library Services	102	User Fees & Charges	1304	Forfeiture of Bonds/Deposits	-125
COMM007	Library Services	102	User Fees & Charges	1305	Fees / Fines on overdue books	-75.08
COMM007	Library Services	102	User Fees & Charges	1306	Lost & Damaged Books	-3,055.70
COMM007	Library Services	102	User Fees & Charges	1307	Sale Of Library Goods	-1,516.45
COMM007	Library Services	102	User Fees & Charges	1308	Photocopy Charges	-38,743.74
COMM007	Library Services	102	User Fees & Charges	1310	Telephone Calls & Faxes Charges	-2,709.93
COMM007	Library Services	102	User Fees & Charges	1312	Other User Charges	-1,244.90
COMM007	Library Services	102	User Fees & Charges	1313	Internet Use and Access	-23,712.36
COMM007	Library Services	102	User Fees & Charges	1314	Rental / Lease Properties Income	-22,520.13
COMM007	Library Services	103	Grants & Subsidies Recurrent	1402	Operating Territory Grants & Subsidies	-570,612.00
COMM007	Library Services	103	Grants & Subsidies Recurrent	1405	Donations Received	-3,500.00
COMM007	Library Services	105	Reimbursements	1601	Reimbursements Other	-112.5
COMM007	Library Services	106	Other Revenue	1608	Other Sundry Income	-1,482.03
TOTALS Operating Income						-708,052.86

Operating Expenditure

COMM007	Library Services	300	Employee Costs	3101	Salaries & Wages	517,380.13
COMM007	Library Services	300	Employee Costs	3102	Overtime	34,249.33
COMM007	Library Services	300	Employee Costs	3104	Employee Allowances	3,899.67
COMM007	Library Services	300	Employee Costs	3107	Annual Leave	79,069.43
COMM007	Library Services	300	Employee Costs	3109	Long Service Leave	13,717.00
COMM007	Library Services	300	Employee Costs	3110	Superannuation	60,304.13
COMM007	Library Services	300	Employee Costs	3111	Other Employee Costs	1,600.59
COMM007	Library Services	300	Employee Costs	3113	Uniforms / Clothes Purchased	1,758.00
COMM007	Library Services	301	Vehicle Expenses	3821	Fuel & Oil	2,262.32
COMM007	Library Services	301	Vehicle Expenses	3822	Motor Vehicle Services & Parts	1,838.07
COMM007	Library Services	301	Vehicle Expenses	3823	Motor Vehicle Registration Fees	1,343.09
COMM007	Library Services	302	Staff Training	3852	Course Seminar & Conference Registration	29,729.38
COMM007	Library Services	302	Staff Training	3853	Air Travel	568.18
COMM007	Library Services	302	Staff Training	3854	Travel Accommodation	579
COMM007	Library Services	302	Staff Training	3855	Travel Related Costs Other	3.53

COMM007	Library Services	303 Recruitment Costs	3111 Other Employee Costs	1,667.56
COMM007	Library Services	303 Recruitment Costs	3112 Relocation Costs	5,246.45
COMM007	Library Services	303 Recruitment Costs	3807 Advertising	7,282.34
COMM007	Library Services	308 Office Administration Expenditure	3801 Rentals/Leases Office Equipment	3,825.90
COMM007	Library Services	308 Office Administration Expenditure	3806 Software Licenses	932.6
COMM007	Library Services	308 Office Administration Expenditure	3807 Advertising	13,816.30
COMM007	Library Services	308 Office Administration Expenditure	3808 Stationery & Office Consumables	13,838.26
COMM007	Library Services	308 Office Administration Expenditure	3809 Printing & Photocopying Costs	4,318.11
COMM007	Library Services	308 Office Administration Expenditure	3810 Subscriptions & Memberships	942.11
COMM007	Library Services	308 Office Administration Expenditure	3814 Mobile Phone Charges	623.89
COMM007	Library Services	308 Office Administration Expenditure	3815 Internet & Other Communication Charges	492.73
COMM007	Library Services	308 Office Administration Expenditure	3827 Furniture & Equipment expensed	19,353.42
COMM007	Library Services	308 Office Administration Expenditure	3828 Other Sundry Expenses	7,054.10
COMM007	Library Services	309 Computer / IT Costs	3804 Computer Hardware Expensed	14,778.89
COMM007	Library Services	315 Library Resources	3818 Book Purchases	71,953.65
COMM007	Library Services	315 Library Resources	3819 CD/DVD Purchases	10,598.07
COMM007	Library Services	315 Library Resources	3820 Other Library Stock	1,654.32
COMM007	Library Services	323 Utilities	3401 Water Charges	2,175.27
COMM007	Library Services	323 Utilities	3402 Sewerage Charges	5,590.17
COMM007	Library Services	323 Utilities	3403 Electricity	117,603.59
COMM007	Library Services	324 Security	3701 Contractors	5,301.33
COMM007	Library Services	324 Security	3851 Security Patrols	3,537.02
COMM007	Library Services	325 Cleaning Costs	3701 Contractors	54,806.01
COMM007	Library Services	328 Domestic Bin Collection	3701 Contractors	1,115.81
COMM007	Library Services	330 Pest Control	3701 Contractors	1,330.00
COMM007	Library Services	335 Community Programs & Events	3701 Contractors	9,973.93
COMM007	Library Services	335 Community Programs & Events	3807 Advertising	1,310.00
COMM007	Library Services	335 Community Programs & Events	3840 Food & Catering Costs	934.29
COMM007	Library Services	335 Community Programs & Events	3841 Entertainment Costs	6,515.35
COMM007	Library Services	339 Graffiti	3701 Contractors	1,147.21
COMM007	Library Services	357 Building Maintenance	3701 Contractors	53,871.40
			TOTALS Operating Expenditure	1,191,891.93
			TOTAL	\$483,839.07

ITEM NO. 13.1.1 **Goyder Square Traders Meeting**

FROM: Director of Technical Services

REPORT NUMBER: 8/0744

MEETING DATE: 6 October 2015

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:

The following report summarises the points raised at a Goyder Square traders meeting held on 14 September 2015. The report recommends that the additional consultation and advertising that Goyder Square traders are “**open for business**” continues for the duration of the contract.

General:

On Monday 14 September at 7pm Council held a meeting with Goyder Square traders. The objective of the meeting was to enable traders to voice their concerns regarding the effects of the stage 2 Goyder Square Redevelopment project on their businesses. Invitations were given to traders via email and by staff visiting the business premises.

Twelve (12) attendee’s registered on the attendance sheet on the night of the meeting. Traders represented businesses in both Highway House and the Satepak Building. In addition to traders the Mayor, Deputy Mayor, and Alderman Byrne were in attendance as well as the following staff.

- Chief Executive Officer
- Director Technical Services
- Acting Director Corporate Services
- Acting Director Community Services
- Major Projects Officer

During the course of the meeting the following issues were raised by attendees and discussed in detail:

- a) More regular updates needed to be provided on the project and the affects it will have on pedestrian and vehicle access as well as parking.
- b) Disabled access has been a problem since the concrete path on the southern side of the Highway House was removed.
- c) Business takings are down by around 40%.
- d) Access around the Satepak Building is required as a matter of urgency.
- e) Availability of parking in the area is causing problems.

- f) Businesses require assistance with the provision of signage to direct foot traffic.

Of particular note was a request from several traders for Council to consider financial compensation and/or rent subsidies for the loss of trade that they believe is a direct consequence of the council undertaking the upgrade work in Goyder Square. No specific value has been placed on this requested compensation

Since holding the Goyder Square traders meeting Council has undertaken the following actions.

1. Issued a media release encouraging residents to support the traders around Goyder Square during the construction period and explaining the actions council and it's contractor are undertaking to mitigate the impacts and disruptions that construction may cause.
2. Council has committed to providing regular written communication via email and the Council website.
3. Council and the contractor have engaged Security Contractors to provide site security overnight 7 days per week.
4. The contractor has removed black fencing or replaced black fencing with transparent fencing material to open view lines to local businesses.
5. Radio promotion through Hot 100, Mix 104.9 and Territory FM has occurred and will continue for Goyder Square traders.
6. General signage has been produced and placed on Goyder Square fencing promoting Goyder Square businesses being open and trading.
7. Adverts for local Goyder Square businesses have been placed on the library big screen TV.
8. A general advertisement promoting Goyder Square Businesses has been produced and now plays on the library big screen TV.
9. A3 size Goyder Square business posters have been placed in the library and Civic Plaza foyers.
10. All public notices regarding the Goyder Square redevelopment now contain the generic by-line "All Goyder Square shops are open for business. Please support these local businesses".
11. Fully compliant access to the traders at the southern side of Highway House has now been reinstated.

Summary

Council's action to date has responded to items a), b), c), and f). Item d) **access around the Satepak Building** cannot be reinstated until electrical work at the northwest corner of the building is undertaken by PWC. This is expected to be completed and open by 9 October 2015

Item e) **parking in the water tower carpark and along Palmerston Circuit** is also expected to be reinstated and opened to public use by 9 October 2015

Staff will continue to work with the Goyder Square traders to provide assistance in conveying the generic message "**We are open for Business**" wherever possible and by maintaining access and appropriate signage around the site of works.

Financial Implications:

The total cost of advertising since the traders meeting took place is a little over \$8,000 (ex GST) Currently funding for the increased advertising costs associated with Goyder Square traders has come from the Stage 2 Goyder Square Redevelopment project contingency.

Council's share of the cost for an overnight security officer at the site is expected to be around \$20,000 and this will also be a contingency amount.

Policy / Legislation:

Council holds the freehold title to Goyder Square and the Water Tower carpark. It is also the responsible authority for care and control of roads within the city centre. Works being undertaken in and around Goyder Square are in accordance with the City Centre Master Plan

RECOMMENDATION

1. THAT Council receives Report Number 8/0744.
2. THAT Council continues to undertake the following actions to assist the Goyder Square traders during stage 2 of the Goyder Square redevelopment:
 - a) Daily advertisements on the Library Big Screen TV stating generically that traders are open for business.
 - b) Placement of signage on the project fencing advertising that traders are open for business.
 - c) Continued regular project updates to traders.
 - d) Continued media coverage on radio and in print stating generically that Goyder Square traders are open for business.
 - e) Support for the continued overnight security presence at the site.

Recommending Officer: Mark Spangler, Director of Technical Services

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

Schedule of Attachments:

Nil

ITEM NO. 13.1.2 **Proposed 2015/16 Roads to Recovery Grant Funds**

FROM: Director of Technical Services

REPORT NUMBER: 8/0745

MEETING DATE: 6 October 2015

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 informs of the proposed 2015/2016 Roads To Recovery (RTR) grant funds.

Background:

Report Number 8/0696 was provided to Council on 7 July 2015 detailing the current and future RTR funding contributions.

The latest Circular from RTR states that the intention of the RTR funding is that Councils spend their new allocation in the year it is intended, and that Councils budget to spend its allocation accordingly. It is anticipated that Councils will list their remaining projects for 2015-16 as part of the October quarterly reporting period and the Department of Infrastructure and Transport encourages councils where possible to enter at least 12 rolling months' worth of projects.

General:

The funding being provided in 2015/2016 totals \$770,028

It is proposed that funding be distributed as follows:

- \$400,000 – Roads Reseal.
- \$138,380 – Temple Terrace/Emery Avenue Intersection Roundabout.
- \$231,648 – The Boulevard Stage 2 Upgrade.

Financial Implications:

\$770,028 income.

Legislation / Policy:

- R2R Funding Conditions

RECOMMENDATION

1. THAT Council receives Report Number 8/0745.
2. THAT the 2015/16 Roads to Recovery funding be allocated as follows:
 - \$400,000 – Roads Reseal.
 - \$138,380 – Temple Terrace/Emery Avenue Intersection Roundabout.
 - \$231,648 – The Boulevard Stage 2 Upgrade.

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.

Author: Mike Staunton, Capital Works Co-ordinator.

Schedule of Attachments:

Attachment A: Email from Allan Chisholm dated 22 September 2015 - R2R October 2015 Quarterly Expenditure Reporting and Work Schedule – Reference Guide

From: Chisholm Allan [mailto:Allan-g.Chisholm@infrastructure.gov.au]
Sent: Tuesday, 22 September 2015 3:07 PM
Subject: R2R October 2015 Quarterly Expenditure Reporting and work schedule - Reference Guide
[SEC=UNCLASSIFIED]

Att: R2R Contact Officer (**This is a generic reminder only please do not reply to this email**)

Councils are reminded that in 2015-16 and 2016-17 that your allocations were increased due to the re-introduction of the fuel excise. The intention is that Councils spend their new allocation in the year it is intended, and we ask that Councils budget to spend its allocation accordingly.

Your new allocations for the remainder of the programme were notified in Circular 2015/4 and you can view your annual allocations via the following link:

<http://investment.infrastructure.gov.au/funding/r2r/index.aspx>

It is anticipated that Councils will list their remaining projects for 2015-16 as part of the October quarterly reporting and we also encourage councils where possible councils enter at least 12 rolling months worth of projects.

Councils are also reminded that as at the commencement of the new programme quarterly reports are now strictly accrual based as we will no longer accept cash based reports.

The following Guide information should assist in error free entry of projects and quarterly reporting:

When you log into IMS and enter the Roads to Recovery Module your In-Tray "**may**" present you with the following items that need your attention.

Standard Expenditure Report Due (this will not appear if you have not yet added any projects for the 2014-19 program, once you enter the projects it will appear)
Project Construction Complete
Project Construction Complete: Please Review Costs
Non-Compliant Project

In order to complete your report it is essential that you attend to the items in the following order:

1. **Add your new projects Councils need to pay particular attention to the fact that this financial year and in 2016-17 you have a large amount of additional funds that need to be spent refer to Circulars 2015-3 and 2015-4 and need to budget accordingly.**
2. Edit existing projects costs if the project costs have come in over or under estimated cost

ATTACHMENT A

3. **Non-Compliant Project:** This means that your project(s) have not met our requirement for one of 3 reasons - click on the links for each of these items and action the outstanding requirement of you may need to send us maps.
4. **Project Construction Complete:** This means that the project completion date is before 30 June 2015 but you have not marked it complete. If the dates are correct (and the project is complete) you need to flag the project as completed. If the works have not been completed, you must correct the completion date.
5. **Standard Expenditure Report Due (current):** Complete your report following the instructions in the your manual. You are required to show R2R cumulative expenditure to 30 September 2015 and forecast R2R expenditure from 1 October to 31 December 2015.

After completing the steps above, you then address the "Project Construction Complete: Please Review Costs": This means that you have flagged the project as completed and the cost to R2R shown is less than the estimated costs in your work schedule. You need to go to your work schedule and reduce the Cost to R2R to reflect the actual final cost. If more costs are incurred later the figures should again be amended.

Part 1 – Work Schedules

As the next R2R Expenditure (Quarterly) Report has now opened it is timely to remind you that it is time to review your work schedules etc. It is recommended that where possible councils enter at least 12 rolling months worth of projects.

You are also reminded of the following;

- the start and end dates are "physical construction" start and end dates and these need to be realistic and not simply a blanket date such as June xx to July xx.
- Councils must avoid abbreviations and use plain English non-technical language abbreviations such as SLK and Ch and rcp must be spelt out in full for example.

Work Schedule – What should be entered in each field

Primary Road: Is the road where the works are being undertaken.

Work Location: Is where on the primary road the works are actually located. Eg between x Road to y Road, or slk or chainages.

NB: In both Primary Road and Work Location the following rules now apply:

1. **No abbreviations Road Names in full please.**
No local road designators allowed eg MR20, SH20 etc it must be road names.
2. Where between x km to y km (or slk, chainages) are mentioned in the location, the point from which the chainage is measured must now be given. Eg we require the words "measured from start point 0.00 – Allam Chisholm Highway. While we do not mind works on the same road we do require that the work locations show exactly where the works took place. **NB cannot be measured from boundaries, houses, creek or rivers etc must be measured from intersecting road.**
3. Name of Town/Suburb or (Rural Road if not in a town or suburb)

Problem Being Addressed:

We require one or two clear **plain English** (non-technical) sentences that clearly tells this office **what is wrong with the road**. In the past many councils have supplied us with information that is too vague and open to interpretation. No abbreviations are allowed.

Works Proposed:

We require one or two clear **plain English** sentences of the proposed works. Non-technical and no abbreviations. We need to know what the works entail. Eg grading, vegetation clearing, drain scouring etc

As part of the new program all councils are being asked to do larger projects and to leave the small projects in councils own bucket of funding.

Council is requested to reconsider its approach to its R2R projects accordingly and be more pro-active to maximise the benefits of your R2R funding. I draw your attention to the following:

“4.1 Project selection and standards

LGAs are entitled to select the projects to be funded within their jurisdiction according to their own priorities, with the exception as set out under clause 4.2. They are responsible for all aspects of each project including the scope, design, the technical standards to which they are built, their construction and the subsequent management of the works involved.

However, LGAs are encouraged to maintain an appropriate balance between funding for urban and rural roads, where funding is provided for LGAs in remote areas the needs of indigenous communities should be recognised.

Councils are encouraged to lodge fewer larger projects rather than a larger number of small projects.”

Please note: **All Password Issues such as nominating new officers, cannot log in etc (including technical problems) MUST be referred to the IMS Help Team on 02 6274 6782 or by email IMSHelp@infrastructure.gov.au, The Roads to Recovery team cannot assist you on these issues.**

Allan Chisholm
Co-ordinator
Roads to Recovery
Department of Infrastructure and Transport
allan-g.chisholm@infrastructure.gov.au 02 6274 7466

Disclaimer

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ITEM NO. 13.1.3 **Affixation of Common Seal – Variation to Crown Lease Term over Lot 4302 Town of Palmerston.**

FROM: Director of Technical Services

REPORT NUMBER: 8/0746

MEETING DATE: 6 October 2015

Municipal Plan:

3. Environment & 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.

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 2015 (**Attachment B**). Lot 4302 is the site of the old Archer Landfill site.

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 12months to complete.

A variation to extend Crown Lease Term No (CLT) 2255 is requested in order to have these works undertaken.

Financial Implications:

The cost for the Variation of Crown Lease is \$300.00. This cost is currently allowed for in the 2015/16 budget.

Policy / Legislation:

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

RECOMMENDATION

1. THAT Council receives Report Number 8/0746.
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.

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.

Author: Rishenda Moss, Environment and Emergency Management Officer.

Schedule of Attachments:

Attachment A: Variation to Crown Lease.

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

Land Title Act
REGISTRAR-GENERAL'S DIRECTIONS



NORTHERN TERRITORY OF AUSTRALIA

V	A	No:
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IMPORTANT NOTICE

Please Note Privacy Statement Overleaf

**VARIATION OF
CROWN LEASE**

Pursuant to the *Crown Lands Act* 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.

(NOTE 1
- 2)

EXTENSION OF LEASE DATE	30 November 2016
------------------------------------	------------------

(NOTE 3)

Register	Volume	Folio	Location	Lot Description	Plan	Unit
CLT2255	795	701	Town of Palmerston	4302	S93/240	

(NOTE 4)

REGISTERED PROPRIETOR	Name only: City of Palmerston
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(NOTE 5)

POWER TO VARY	Section 56 of the <i>Crown Lands Act</i>
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(NOTE 6)

DETAILS OF VARIATION	N/A
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(NOTE 7)

<p>Signed for and on behalf of City of Palmerston (with seal):</p> <p>Signature:</p> <p>Full Name:</p> <p>Position:</p> <p>Signature:</p> <p>Full Name:</p> <p>Position:</p> <p>On (Date):</p>	<p>.....</p> <p>SIGNED by MELISSA JAYNE CHUDLEIGH Director Land Administration Delegate of the Minister</p> <p>on (Date)</p> <p>In the presence of:</p> <p>Signature of qualified witness</p>
--	---

(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.	I the registered proprietor of the interest shown above consent to the registration of this instrument.
Signed:	Signed:
(Date)	(Date)
In the presence of:	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 blue. 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 blue. 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 *Judiciary 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 43.
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

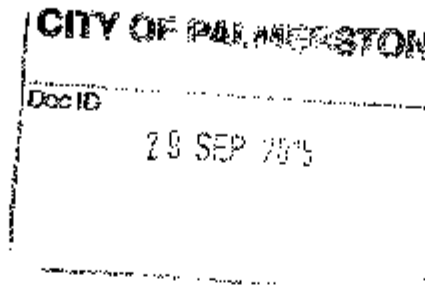
The Registrar-General's Office is authorised by the Land Title Act to collect the information on this form for the establishment and maintenance of the Land Register, which is made available for search by any person, anywhere, including through the Internet, upon payment of a fee. The information is 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 Department of Lands, Planning and the Environment 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 5319.



DEPARTMENT OF
LANDS, PLANNING AND THE ENVIRONMENT



Land Administration
Level 5, Energy House
18-20 Cavenagh Street, Darwin

Postal address GPO Box 1680
Darwin NT 0801
Tel 08 8999 5392
Fax 08 8999 5404
Email marcus.ch'ng@nt.gov.au

Our ref DCLT2255

City of Palmerston
PO Box 1
Palmerston NT 0831

Dear Sir/Madam

I refer to Crown Lease Term No (CLT) 2255 over Lot 4302 Town of Palmerston due to expire on 30 November 2015.

Should you require further time to complete development on this site, a written request to this effect will be required along with the enclosed variation form being executed (with the common seal). In order to consider your request for further time to complete development, please include details pertaining to:

- the current status of the development; and
- expected timeframes for completion.

You are also required to post in a cheque made payable to the Receiver of Territory Monies (RTM) to the value of \$300.00 in respect of document preparation and lodgement fees should the variation be granted. This request should be submitted by **9 November 2015**, to allow time to process the relevant documentation.

Should you require any further information regarding this matter please contact me on telephone (08) 8999 5392 or email at marcus.ch'ng@nt.gov.au.

Yours sincerely

Marcus Ch'ng
Leases Project Officer

25 September 2015

ITEM NO. 13.1.4 **Application for Rate Concession Palmerston Golf and Country Club**

FROM: **Acting Director of Corporate Services**

REPORT NUMBER: **8/0749**

MEETING DATE: **6 October 2015**

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:

Council has requested with decision 8/1673-15/09/2015 that the Palmerston Golf and Country Club be approached to provide a copy of their constitution and financial statements in support of their application for a rate concession.

This report asks council to consider the rate concession application received by Palmerston Golf and Country Club for the Lots 11025 and 2884.

Background:

The above mentioned properties have been rated as Sporting Clubs before the new Rating Policy has been introduced in the current financial year. With removing the Sporting Club Rating Option rates for those properties have increased significantly depending on the zoning of the land.

Lot 11025 and 2884:

Owner of the Lots is Palmerston Golf and Country Club Inc. N.T.. The properties are zoned Organised Recreation and are currently rated under Commercial and Other use an annual rate of combined \$27,878.46. The properties are the location of the Golf course and Palmerston Bowls Club.

The Club is requesting to not pay more than \$2,310 (rates paid in 2014/15).

General:

The Palmerston Golf and Country Club has provided their most recent audited financial statements for the year 2013/14 and the current constitution, attached to this report.

Please see below an overview of the financial statements 2013/14:

	2014 in \$	2013 in \$
INCOME STATEMENT		
Revenue	1,901,601	1,846,973
Expenses	(1,922,604)	(1,830,538)
Profit (loss) from ordinary activities	(21,003)	16,435
	2014 in \$	2013 in \$
BALANCE SHEET		
Current Assets	256,311	220,011
Non-Current Assets	3,687,488	3,557,504
Total Assets	3,943,799	3,777,515
Current Liabilities	215,447	160,710
Non-Current Liabilities	1,770,893	1,638,343
Total Liabilities	1,986,340	1,799,053
Net Assets	1,957,459	1,978,462
Reserves	2,150,019	2,150,019
Accumulated losses	(192,560)	(171,557)
Members' Funds	1,957,459	1,978,462

Please note that the non-current Liabilities are debt to the Cazalys Palmerston Club Incorporated.

Furthermore the Club refers to three properties in Note 1 (h). The Unimproved Capital Value (UCV) of Lot 11030 is reflected in the UCV of Lot 11025 in Council's ratebook as this is a cross reference parcel from the Valuer General.

Please see below some extracts of the constitution:

Section 2.1 Primary Objects:

The primary objects of the Association are:

- to promote, encourage and facilitate golf, lawn bowls and any other sport and sporting codes; and
- to promote and facilitate golf, lawn bowls and other sporting groups,

in the Northern Territory, and particularly but not exclusively in the Palmerston area, as the Association may from time to time determine.

Section 4 Participating Associations

- (a) In accordance with this clause 4, an organisation is an affiliate of the Association, and shall be referred to as a "Participating Association" where such organisation falls into one of the following categories:

A category – Palmerston Golf Club Inc and Palmerston Bowls Club Inc will be A category Participating Associations to be known as "the Foundation Clubs", provided that such clubs do not operate a facility with a liquor licence in competition with the Association within a 5 kilometre radius of the Association's premises.

B category - AFLNT Ltd.

C category - any not for profit football club being a member of Cazalys Palmerston Club Inc ("Cazalys") and participating in the NTFL football premier division competition, other than any football club which operates a facility with a liquor licence in competition with the Association within a 5 kilometre radius of the Association's premises.

Where a non profit incorporated organisation, not in Category A, B or C, wishes to become a Participating Association, it must make to, and have approved by the Board, an application for registration as a Participating Association in accordance with Clause 4(b) provided it meets the criteria set out in the following category:

D category - the applicant must be an association which actively supports the Association, to the satisfaction of the Board, and which the Board considers acts or carries on sporting activities primarily or substantially in the Palmerston area or for the Palmerston community, provided that such association does not operate a facility with a liquor licence in competition with the Association within a 5 kilometre radius of the Association's premises.

Section 5 Membership

(ii) House Membership:

G. Notwithstanding the provisions of this clause 5(a)(ii), any person who is an active or a house member of Cazalys is deemed to be a House Member of the Association.

Section 6 Income and Property of Association

- (a) The income and property of the Association, however derived, shall be applied solely towards the promotion of the objects and purposes of the Association and held and distributed in accordance with clauses 6(c), (d) & (e) and no portion thereof shall be paid or transferred, directly or indirectly, by dividend, bonus, or otherwise to any member.
- (b) Nothing contained in this Constitution prevents the payment:
 - i. in good faith of remuneration or an honorarium to any officers or servants of the Association;
 - ii. of remuneration in return for services actually rendered to the Association by the servant or member or for goods supplied to the Association by the servant or member in the ordinary course of business;
 - iii. of interest at current bank overdraft rate on money lent; or
 - iv. of a reasonable and proper sum by way of rent for premises let to the Association by the servant or member.
- (c) The Board may resolve, in its sole discretion,
 - i. to accumulate all or any part of the net income of the operations of the Association; and/or
 - ii. to pay, apply or set aside such net income as is not so accumulated ("the available net income") as donations in the following proportions:
 - A. as to 10% of the available net income to be paid, applied or set aside for the A Category Participating Associations in accordance with clause 6(d) below;
 - B. as to 40% of the available net income to be paid, applied or set aside for the B Category Participating Associations;
 - C. as to 20% of the available net income to be paid, applied or set aside for the C Category Participating Associations in equal proportions to each of the Participating Associations in that category;
 - D. as to 30% of the available net income to be paid, applied or set aside for the D Category Participating Associations up to a maximum of 5% of the available net income for any one D Category Participating Association in accordance with clause 6(d) below;
 - E. as to the balance, if any, of the available net income not otherwise paid, applied or set aside under paragraph D, to be paid, applied or set aside for such of the Participating Associations and in such proportions as the Board may in its absolute discretion determine.
- (d) In relation to A Category Participating Associations and D Category Participating Associations:
 - i. one half of the available net income referred to respectively in sub-clauses 6(c)(ii) A and D above, shall be distributed as donations in equal proportions to each of the A Category Participating Associations and D Category Participating Associations respectively; and

- ii. the balance of the available net income referred to respectively in sub-clauses 6(c)(ii) A and D above shall be distributed in accordance with the following formula with respect to the A Category Participating Associations and D Category Participating Associations (as the case may be):

$$PA = I \times \frac{ISV}{TSV}$$

where

PA = that part of the available net income which a Participating Association (in this formula "the Subject Participating Association") shall be paid, have applied or set aside for it.

I = the balance of the available net income to be paid, applied or set aside for the A Category Participating Associations or D Category Participating Associations (as the case may be).

ISV = Individual sales volume generated by the Subject Participating Association.

TSV = Total Sales Volume generated by all A Category Participating Associations or D Category Participating Associations (as the case may be).

- (e) If the Board shall not by the 31st day of December in each year have made a determination as to accumulation under clause 6(c)(i) above, the available net income of the Association shall be applied in accordance with clause 6(c)(ii)A, B, C & D and clause 6(d) as if there has been a resolution to accumulate only that percentage of the net income referred to in clause 6(c)(ii)E.
- (f) The expression "net income" means gross income less all operational costs and such other disbursements, outgoings, allowances and provisions as shall have occurred or be made with the approval of the Board, and after making provision for the payment of any and all taxes.
- (g) For the avoidance of doubt, the Participating Associations entitled to receive a distribution by way of donation under this clause 6 with respect to the available net income for any financial year, are those entities that are Participating Associations of the Association on the last day of the relevant financial year.

Section 23 The Board:

- (a) The Board of the Association shall consist of a not less than four (4) and not more than six (6) members appointed by Cazalys and the manager for the time being of the Association's premises who shall be an ex-officio non-voting member of the Board. All Board members shall be deemed to be Active Members of the Association. If, for any reason, Cazalys ceases to exist, the appointment of members to the Board will be made by AFLNT.
- (b) The members of the Board shall elect one of their number to occupy each of the positions of Chairman, vice-Chairman, Secretary and Treasurer of the Association respectively, the duties of each such office to be such as the Board shall determine.
- (c) The Board shall appoint a public officer of the Association within the meaning and for the purposes of the Act, and if the office becomes vacant, the Board shall appoint a person to be the public officer within 14 days of the vacancy arising.
- (d) The Board of the Association shall consist of:
 - i. Three (3) members appointed to the Board by Cazalys, who shall hold office until the conclusion of the annual general meeting held approximately twelve months after the date of appointment;
 - ii. Up to three (3) further members appointed to the Board by Cazalys, who shall hold office until the conclusion of the annual general meeting held approximately two years after the date of appointment;
 - iii. After the expiration of the first twelve month term referred to in (i) above-
 - A. No further appointments for a period of twelve months shall be made; and
 - B. All appointments shall be for a period of 2 years.

- (e) Cazalys shall deliver to the secretary at least fourteen (14) days before any annual general meeting the names of the persons to be appointed to the Board of the Association for the period to follow the said annual general meeting. The appointment of such nominated persons as a member of the Board shall commence at the conclusion of the said annual general meeting, and shall continue until the conclusion of the annual general meeting held approximately two years after appointment unless otherwise determined as provided in this Constitution.
- (f) If at any time the number of members of the Board shall fall below three and for any reason Cazalys has not exercised its right to fill such vacancy, the other remaining members of the Board shall have the right to appoint a person to temporarily fill any such vacancy until such time as the relevant appointment shall be made by Cazalys.
- (g) A member of the Board may by notice in writing to the Secretary resign from the Board and may be removed from office by Cazalys. Any vacancy so occurring, or occurring in any other way, shall be filled by the appointment of a member to the Board by Cazalys.
- (h) A person who is precluded from being an officer of the Association under the Act shall not be appointed to the Board or as public officer of the Association.

Financial Implications:

The Financial Implication is dependent on the Scenario chosen by Council and represents the rates to be written off for this financial year. The budgeted income for the properties mentioned in this report was the minimum commercial rate of \$1,177 per property as management anticipated a concession might be offered to those sporting clubs. Management has four Scenarios for Council to consider.

Scenario1 – 100 per cent Concession:

Council offers the owner mentioned in this report a full concession on their rates. Financial Implication in 2015/16 is \$27,878.46. Budget implication for 2015/16 is \$2,354.00.

Scenario 2 – Concession to Minimum Rate:

Council offers the owner mentioned in this report to rate properties at minimum rate of the Commercial Rate, which has been set at \$1,177.

Financial Implication in 2015/16 is \$25,524.46. Budget Implication for 2015/16 is nil.

Scenario 3 – Concession to a set amount of Rates

Council offers the owner mentioned in this report to grant a concession to set rates to the amount of \$1,155 as requested by owner.

Financial Implication in 2015/16 is \$25,568.46. Budget Implication for 2015/16 is \$44.

Scenario 4 – Council determines a concession percentage to be applied

Financial implication cannot be calculated.

Policy Legislation:

Council Policy FIN 17 Rate Concession Policy

4.5 Public Benefit Concessions

4.5.1 As per Section 167 council may grant a rate concession if satisfied that the concession will advance one or more of the following purposes:

- a) Securing the proper development of its area
- b) Preserving buildings or places of historical interest
- c) Protecting the environment
- d) Encouraging cultural activities
- e) Promoting community health or welfare
- f) Encouraging agriculture

g) Providing recreation or amusement for the public.

4.5.2 Any rate concession will be presented to Council for consideration in a report. An Application for a rate concession requires a written submission.

RECOMMENDATION

1. THAT Council receives Report Number 8/0749.
2. THAT Council grants a __ per cent rate concession for Lots 11025 and 2884 for the financial year 2015/16 under Section 167 Local Government Act.
3. THAT the resolution be returned to the Open Meeting.

Recommending Officer: Silke Reinhardt, Acting Director of Corporate Services

Any queries on this report may be directed to Silke Reinhardt, Acting Director of Corporate Services on telephone (08) 8935 9922 or email silke.reinhardt@palmerston.nt.gov.au.

Schedule of Attachments:

A – Palmerston Golf & Country Club Incorporated Financial Report for the year ended 30 June 2014

B - Palmerston Golf and Country Club Inc Constitution

PALMERSTON GOLF & COUNTRY CLUB INCORPORATED

**FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2014**

PALMERSTON GOLF & COUNTRY CLUB INCORPORATED

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PALMERSTON GOLF & COUNTRY CLUB INCORPORATED

COMMITTEE'S REPORT

Your committee members submit the financial report of the Palmerston Golf & Country Club Incorporated for the financial year ended 30 June 2014.

Committee Members

The names of committee members throughout the financial year and at the date of this report are:

Raymond Norman - Chairman (Resigned 22 November 2013)

Mark Plunkett - Vice Chairman and Public Officer (Appointed 22 November 2013)

Trevor Angus - Secretary and Treasurer (Appointed 22 November 2013)

Stuart Totham - Chairman (Appointed 22 November 2013)

Mark Crossin - Committee Member

Kieran Aust - Committee Member (Appointed 16 July 2013)

Raymond Norman - Committee Member (Appointed 22 November 2013)

Principal Activities

The principal activities of the association during the financial year were the provision of social club activities to affiliated sports clubs and the members of the club.

No significant change in the nature of these activities occurred during the year.

Significant Changes

No significant change in the nature of these activities occurred during the year.

Operating Result

The loss from ordinary activities amounted to \$21,093. (2013 - profit of \$16,435).

After Balance Date Events

No matters or circumstances have arisen since the end of the financial year which significantly affected or may significantly affect the operations of the club, the results of those operations, or the state of affairs of the club in future financial years.

Signed in accordance with a resolution of the Members of the Committee:

.....
Stuart Totham - Chairman

.....
Mark Plunkett - Vice Chairman and Public Officer

Dated this 16th day of October 2014

PALMERSTON GOLF & COUNTRY CLUB INCORPORATED

INCOME STATEMENT
FOR THE YEAR ENDED 30 JUNE 2014

	Notes	2014 \$	2013 \$
Sales revenue		1,330,574	1,384,469
Other revenues from ordinary activities		<u>571,027</u>	<u>462,304</u>
		1,901,601	1,846,773
Cost of Sales		(568,205)	(517,531)
Marketing expenses		(11,669)	(9,928)
Administrative expenses		(190,863)	(160,793)
Employee entitlements		(688,432)	(625,903)
Depreciation		(87,269)	(62,685)
Electricity		(115,671)	(71,857)
Promotions		(1,979)	(35,245)
Repairs and maintenance		(77,265)	(88,962)
Other expenses from ordinary activities		<u>(241,274)</u>	<u>(257,633)</u>
		(1,922,604)	(1,830,538)
Profit(loss) from ordinary activities		<u>(21,003)</u>	<u>16,435</u>
Total changes in equity		<u>(21,003)</u>	<u>16,435</u>

The accompanying notes form part of these financial statements.

PALMERSTON GOLF & COUNTRY CLUB INCORPORATED

**BALANCE SHEET
AS AT 30 JUNE 2014**

	Notes	2014 \$	2013 \$
CURRENT ASSETS			
Cash assets	2	123,477	99,337
Receivables	3	43,375	31,456
Inventories	4	88,528	88,841
Other		<u>931</u>	<u>177</u>
TOTAL CURRENT ASSETS		<u>256,311</u>	<u>220,011</u>
NON-CURRENT ASSETS			
Fixed Assets	5	<u>3,687,488</u>	<u>3,557,504</u>
TOTAL NON-CURRENT ASSETS		<u>3,687,488</u>	<u>3,557,504</u>
TOTAL ASSETS		<u>3,943,799</u>	<u>3,777,515</u>
CURRENT LIABILITIES			
Payables	6	149,840	81,458
Interest-bearing liabilities	7	5,535	1,018
Provisions	8	11,981	28,215
Deferred Income	9	<u>48,091</u>	<u>50,919</u>
TOTAL CURRENT LIABILITIES		<u>215,447</u>	<u>160,710</u>
NON-CURRENT LIABILITIES			
Interest-bearing liabilities	7	<u>1,770,893</u>	<u>1,638,343</u>
TOTAL NON-CURRENT LIABILITIES		<u>1,770,893</u>	<u>1,638,343</u>
TOTAL LIABILITIES		<u>1,986,340</u>	<u>1,799,053</u>
NET ASSETS		<u>1,957,459</u>	<u>1,978,462</u>
MEMBERS' FUNDS			
Reserves	10	2,150,019	2,150,019
Accumulated losses	11	<u>(192,560)</u>	<u>(171,557)</u>
TOTAL MEMBERS' FUNDS		<u>1,957,459</u>	<u>1,978,462</u>

The accompanying notes form part of these financial statements

PALMERSTON GOLF & COUNTRY CLUB INCORPORATED

NOTES TO THE FINANCIAL STATEMENTS FOR THE YEAR ENDED 30 JUNE 2014

NOTE 1: STATEMENT OF SIGNIFICANT ACCOUNTING POLICIES

This financial report is a special purpose financial report prepared in order to satisfy the financial reporting requirements of the Associations Incorporation Act of the Northern Territory. The committee has determined that the association is not a reporting entity.

The financial report has been prepared in accordance with the requirements of the Associations Incorporation Act of the Northern Territory and applicable Australian Accounting Standards except for:

AASB 107 Statement of Cash Flows

AASB 124 Related Party Disclosures

No other applicable Accounting Standards, Urgent Issues Group Consensus Views or other authoritative pronouncements of the Australian Accounting Standards Board have been applied.

The report is also prepared on an accruals basis and is based on historic costs and does not take into account changing money values or, except where specifically stated, current valuations of non-current assets.

The following specific accounting policies, which are consistent with the previous period unless otherwise stated, have been adopted in the preparation of this report:

(a) Income Tax

No provision for income tax has been raised.

(b) Inventories

Inventories are measured at the lower of cost and net realisable value.

(c) Fixed Assets

Each class of property, plant and equipment is carried at cost less, where applicable, any accumulated depreciation.

Depreciation

All assets, excluding freehold land, are depreciated on a straight line basis over their useful lives to the association.

The revaluation of freehold land and buildings has taken account of the potential tax payable on assets which are subject to capital gains tax.

(d) Leases

Leases of fixed assets, where substantially all the risks and benefits incidental to the ownership of the asset, but not the legal ownership, are transferred to the association are classified as finance leases. Finance leases are capitalised, recording an asset and a liability equal to the present value of the minimum lease payments, including any guaranteed residual values. Leased assets are depreciated on a straight line basis over their estimated useful lives where it is likely that the association will obtain ownership of the asset, or over the term of the lease. Lease payments are allocated between the reduction of the lease liability and the lease interest expense for the period.

Lease payments for operating leases, where substantially all the risks and benefits remain with the lessor, are charged as expenses in the periods in which they are incurred.

(e) Employee Benefits

Provision is made for the association's liability for employee benefits arising from services rendered by employees to balance date. Employee benefits expected to be settled within one year together with benefits arising from wages and salaries, annual leave and sick leave which will be settled after one year, have been measured at the amounts expected to be paid when the liability is settled plus related on-costs. Other employee benefits payable later than one year have been measured at the present value of the estimated future cash outflows to be made for those benefits.

Contributions are made by the association to an employee superannuation fund and are charged as expenses when incurred.

PALMERSTON GOLF & COUNTRY CLUB INCORPORATED

**NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED 30 JUNE 2014**

NOTE 1: STATEMENT OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

(f) Goods and Services Tax (GST)

Revenues, expenses and assets are recognised net of the amount of GST, except where the amount of GST incurred is not recoverable from the Australian Taxation Office. In these circumstances the GST is recognised as part of the cost of acquisition of the asset or as part of an item of expense. Receivables and payables in the Statement of Financial Position are shown inclusive of GST.

(g) Results of Operations

These accounts only reflect results since the entity was taken over by Cazalys Palmerston Club Incorporated.

(h) Valuation of Land

The following Unimproved Capital Values ("UCV") have been used to value the land acquired from the administrators:

Lot 02884	\$1,270,000
Lot 11025 and 11030	\$1,411,100
Total	\$2,681,100

PALMERSTON GOLF & COUNTRY CLUB INCORPORATED

**NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED 30 JUNE 2014**

	Note	2014 \$	2013 \$
NOTE 2: CASH ASSETS			
Cash on hand		31,200	25,200
Cash at bank		<u>92,277</u>	<u>74,337</u>
		<u>123,477</u>	<u>99,537</u>
NOTE 3: RECEIVABLES			
CURRENT			
Trade debtors		<u>43,375</u>	<u>31,456</u>
NOTE 4: INVENTORIES			
CURRENT			
Stock held for resale		<u>88,528</u>	<u>88,341</u>
NOTE 5: FIXED ASSETS			
LAND			
Leasehold land:			
At independent valuation	1 (h)	<u>2,681,100</u>	<u>2,681,100</u>
BUILDINGS			
At independent valuation		763,000	763,000
Less accumulated depreciation		<u>(57,225)</u>	<u>(38,150)</u>
		<u>705,775</u>	<u>724,850</u>
PLANT AND EQUIPMENT			
(a) Plant and equipment			
At cost		318,088	141,599
Less accumulated depreciation		<u>(111,093)</u>	<u>(59,756)</u>
		<u>206,995</u>	<u>81,843</u>
Less accumulated depreciation		<u>(44,550)</u>	<u>(29,200)</u>
		<u>(44,550)</u>	<u>(29,700)</u>
(b) Improvements			
At cost		85,760	44,173
Less accumulated depreciation		<u>(2,523)</u>	<u>(1,705)</u>
		<u>83,237</u>	<u>42,468</u>
(c) Motor vehicles			
At cost		14,371	14,371
Less accumulated depreciation		<u>(7,664)</u>	<u>(4,790)</u>
		<u>6,707</u>	<u>9,581</u>

PALMERSTON GOLF & COUNTRY CLUB INCORPORATED

**NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED 30 JUNE 2014**

	Note	2014 \$	2013 \$
NOTE 5: FIXED ASSETS (Continued)			
(d) Computer equipment			
At cost		12,356	8,372
Less accumulated depreciation		<u>(9,132)</u>	<u>(5,710)</u>
		<u>3,224</u>	<u>2,662</u>
(e) Other capital assets			
At independent valuation		<u>45,000</u>	<u>45,000</u>
Total property, plant and equipment		<u>3,687,488</u>	<u>3,557,504</u>
NOTE 6: PAYABLES			
CURRENT			
Unsecured liabilities			
Trade creditors		110,167	48,055
Sundry creditors and accruals		<u>39,673</u>	<u>33,493</u>
		<u>149,840</u>	<u>81,458</u>
NOTE 7: INTEREST BEARING LIABILITIES			
CURRENT			
Secured liabilities			
Finance lease liability		<u>5,535</u>	<u>1,018</u>
NON-CURRENT			
Unsecured liabilities			
Amounts payable to:			
Cazays Palmerston Club Incorporated		<u>1,770,893</u>	<u>1,638,343</u>
NOTE 8: PROVISIONS			
CURRENT			
Gaming Jackpots		5,000	5,000
Employee benefits	(a)	<u>6,981</u>	<u>23,215</u>
		<u>11,981</u>	<u>28,215</u>
(a) Aggregate employee benefits liability		<u>6,981</u>	<u>23,215</u>
NOTE 9: OTHER LIABILITIES			
CURRENT			
Deferred income		48,051	50,019
Other current liabilities		<u>40</u>	<u>-</u>
		<u>48,091</u>	<u>50,019</u>
NOTE 10: RESERVES			
Asset revaluation reserve		<u>2,150,019</u>	<u>2,150,019</u>

PALMERSTON GOLF & COUNTRY CLUB INCORPORATED

NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED 30 JUNE 2014

	Note	2014 \$	2013 \$
NOTE 11: RETAINED PROFITS			
Accumulated losses at the beginning of the financial year		(171,557)	(187,992)
Net profit (loss) attributable to members of the entity		<u>(21,003)</u>	<u>16,435</u>
Accumulated losses at the end of the financial year		<u><u>(192,560)</u></u>	<u><u>(171,557)</u></u>

PALMERSTON GOLF & COUNTRY CLUB INCORPORATED

STATEMENT BY MEMBERS OF THE COMMITTEE

The committee have determined that the association is not a reporting entity.

The committee have determined that this special purpose financial report should be prepared in accordance with the accounting policies outlined in Note 1 to the financial statements.

In the opinion of the committee the financial report as set out on pages 2 to 8:

1. Presents a true and fair view of the financial position of Palmerston Golf & Country Club Incorporated as at 30 June 2014 and its performance for the financial year ended on that date.
2. At the date of this statement, there are reasonable grounds to believe that Palmerston Golf & Country Club Incorporated will be able to pay its debts as and when they fall due.

This statement is made in accordance with a resolution of the committee and is signed for and on behalf of the Committee by:

.....
Stuart Tolson - Chairman

.....
Mark Plunket - Vice Chairman and Public Officer

Dated this 16th day of October 2014

PALMERSTON GOLF & COUNTRY CLUB INCORPORATED

**INDEPENDENT AUDIT REPORT TO THE MEMBERS OF
PALMERSTON GOLF & COUNTRY CLUB INCORPORATED**

We have audited the accompanying financial report, being a special purpose financial report, of Palmerston Golf & Country Club Incorporated, which comprises the balance sheet as at 30 June 2014, the income statement for the period then ended, notes comprising a summary of significant accounting policies and other explanation, and the statement by members of the committee

Committee's responsibility for the financial report

The committee of Palmerston Golf & Country Club Incorporated is responsible for the preparation of the financial report and has determined that the basis of preparation described in Note 1 is appropriate to meet the requirements of the Associations Act Northern Territory and is appropriate to meet the needs of the members. The committee's responsibility also includes such internal control as the committee determines is necessary to enable the preparation of a financial report that is free from material misstatement, whether due to fraud or error.

Auditor's responsibility

Our responsibility is to express an opinion on the financial report based on our audit. We have conducted our in accordance with Australian Auditing Standards. Those standards require that we comply with relevant ethical requirements relating to audit engagements and plan and perform the audit to obtain reasonable assurance whether the financial report is free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial report. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial report, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the association's preparation of the financial report that gives a true and fair view, in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the association's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by the committee, as well as evaluating the overall presentation of the financial report.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Basis for qualified opinion

Completeness of Income

Significant sources of income include sales and other income for Palmerston Golf & Country Club Incorporated. It is impracticable to establish control over the collection of sales and other income prior to their entry into the financial records. Accordingly, as the evidence available to us regarding revenue from these sources was limited, our audit procedures with respect to sales and other income had to be restricted to the amounts recorded in the financial records. We are therefore unable to express an opinion on the completeness of income for Palmerston Golf & Country Club Incorporated.

Qualified opinion

In our opinion, except for the possible effects of the matter described in the Basis for Qualified Opinion paragraph the financial report of Palmerston Golf & Country Club Incorporated presents a true and fair view, in all material respects, in accordance with the accounting policies described in Note 1 to the financial statements and the Associations Act Northern Territory, the financial position of Palmerston Golf & Country Club Incorporated as at 30 June 2014 and its financial performance for the financial year then ended.

Emphasis of matter - going concern

The Club is reliant on receiving continued financial support from Cazalys Palmerston Club to continue as a going concern.

Emphasis of matter - basis of accounting and restriction on distribution

Without further modification to our opinion, we draw attention to Note 1 to the financial report, which describes the basis of accounting. The financial report has been prepared to assist Palmerston Golf & Country Club Incorporated to meet the requirements of the Associations Act Northern Territory. As a result the financial report may not be suitable for another purpose.

Perks Audit & Assurance
PERKS AUDIT & ASSURANCE

59 Smith Street
Darwin NT 0800

P Hill
PETER HILL

Darwin

Dated this 16th day of October 2014

PALMERSTON GOLF & COUNTRY CLUB INCORPORATED

**DISCLAIMER TO THE MEMBERS OF
PALMERSTON GOLF & COUNTRY CLUB INCORPORATED**

The additional financial data presented on page 13 is in accordance with the books and records of the association which have been subjected to the auditing procedures applied in our statutory audit of the association for the financial year ended 30 June 2014. It will be appreciated that our statutory audit did not cover all details of the additional financial data. Accordingly, we do not express an opinion on such financial data and we give no warranty of accuracy or reliability in respect of the data provided. Neither the firm nor any member or employee of the firm undertakes responsibility in any way whatsoever to any person (other than Palmerston Golf & Country Club Incorporated) in respect of such data, including any errors of omissions therein however caused.

Perks Audit & Assurance

PERKS AUDIT & ASSURANCE

59 Smith Street

Darwin NT 0800

P Hill

PETER HILL

Darwin

Dated this 16th day of October 2014

PALMERSTON GOLF & COUNTRY CLUB INCORPORATED
PRIVATE INFORMATION FOR THE COMMITTEE OF MANAGEMENT ON THE 2014 FINANCIAL STATEMENTS
INCOME AND EXPENDITURE STATEMENT
FOR THE YEAR ENDED 30 JUNE 2014

	2014 \$	2013 \$
INCOME		
Sales income	1,330,574	1,384,469
Net Gaming Income	405,870	338,947
Bottleshop Income	93,107	16,341
Net Kiosk income	44,033	47,689
Promotional support	15,109	35,075
Other income	<u>12,908</u>	<u>25,358</u>
TOTAL INCOME	1,901,601	1,846,973
LESS EXPENSES		
Salaries and wages	629,793	623,648
Cost of goods sold	508,205	517,531
Electricity	115,671	82,640
Depreciation	91,969	73,854
Commission paid	78,419	66,619
Repairs and maintenance	77,260	85,323
Consultancy fees	69,016	-
Superannuation	58,639	54,714
Insurance	43,061	31,810
Sundry expenses	38,103	58,088
Leasing charges	25,306	10,183
Entertainment expenses	22,398	16,223
Water and Sewerage	22,239	19,545
Hire of plant and equipment	21,227	15,007
Fuel and oil	18,200	23,770
Telephone	14,479	12,859
Cable and satellite television	13,908	14,011
Consumables	13,421	20,716
Vouchers	13,358	12,753
Advertising	11,660	9,928
Waste disposal	10,181	10,637
Bank charges	6,042	6,010
Audit fees	4,882	13,762
Printing and stationery	4,048	2,701
Gas	2,999	3,109
Motor vehicle expenses	2,705	3,885
Kurt Watts Coaching Lessons	2,022	9,531
Promotions	1,970	29,152
Membership cards	<u>1,423</u>	<u>2,531</u>
TOTAL EXPENSES	<u>1,922,604</u>	<u>1,830,538</u>
OPERATING PROFIT/(LOSS)	<u>(21,003)</u>	<u>16,435</u>

These financial statements should be read in conjunction with the attached Disclaimer.

PALMERSTON GOLF AND COUNTRY CLUB INC

CONSTITUTION



Level 9, Mitchell Centre
59 Mitchell Street
Darwin NT 0800

Telephone: (08) 8943 0400
Facsimile: (08) 8943 0499
Reference: rgg 20092102

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1. Name

The name of the Association shall be Palmerston Golf and Country Club Incorporated.

2. Objects

2.1 Primary Objects

The primary objects of the Association are:

- (a) to promote, encourage and facilitate golf, lawn bowls and any other sport and sporting codes; and
- (b) to promote and facilitate golf, lawn bowls and other sporting groups,

in the Northern Territory, and particularly but not exclusively in the Palmerston area, as the Association may from time to time determine.

2.2 Other Objects

The other objects of the Association, which are subservient to and supportive of the primary objects in clause 2.1, are

- (a) to develop and maintain golf links, lawn bowls greens and grounds, clubhouse and other facilities to be used in connection with the Club's activities, maintaining such links, greens, grounds and facilities to a competition standard consistent with the requirements of Golf NT and Bowls NT;
- (b) to conduct and manage the Club and its premises, conduct tournaments, competitions and displays in such manner as the Association may from time to time determine;
- (c) to promote the use of the club premises by sporting bodies and members of the general public; and
- (d) to carry out all such other activities as are incidental or ancillary to the objectives of the Association as may from time to time be determined, with emphasis on such activities as shall be productive of maximum benefit to the community generally and in particular Palmerston and its surrounding areas.

3. Powers of the Association

The powers of the Association shall include:

- (a) the purchase, taking on lease or in exchange, and the hiring or otherwise acquiring of any real or personal property that may be deemed necessary or convenient for any of the objects or purposes of the Association;
- (b) the buying, selling and supplying of, and dealing in, goods of all kinds;
- (c) the construction, maintenance, repair and alteration of building or works necessary or convenient for any of the objects or purposes of the Association;
- (d) the accepting of any gifts, whether subject to a special trust or not, for any one or more of the objects or purposes of the Association;

- (e) the taking of such steps from time to time as the Board or the members in general meeting may deem expedient for the purposes of procuring contributions to the funds of the Association, whether by way of donation, subscriptions, or otherwise;
- (f) the printing and publishing of such newspapers, periodicals, books, leaflets, or other documents as the Board or the members in general meeting may think desirable for the promotion of the objects and purposes of the Association;
- (g) subject to the Act, the borrowing and raising of money in such manner and on such terms as the Board may think fit or as may be approved or directed by resolution passed at a general meeting; and securing the repayment of money so raised or borrowed or the payment of a debt or liability of the Association by giving mortgages, charges or securities upon or over all or any of the real or personal property of the Association;
- (h) subject to the provisions of the *Trustee Act*, the investment of any moneys of the Association not immediately required for any of its objects or purposes in such manner as the Board may from time to time determine;
- (i) the making of gifts, subscriptions, or donations to any of the funds, authorities, or institutions to which paragraph (a) of subsection (1) of section 78 of the *Income Tax Assessment Act 1936*, as amended, of the Commonwealth relates;
- (j) the establishment and support, or aiding in the establishment and support, of Associations, institutions, funds, trusts, schemes and convenience calculated to benefit servants or past servants of the Association and their dependants, and the granting of pensions, allowances, or other benefits to servants or past servants of the Association and their dependants, and the making of payments towards insurance in relation to any of those purposes;
- (k) the establishment and support or aiding in the establishment or support, of any other Association formed for any of the basic objects of the Association;
- (l) to subscribe to, become a member of, or co-operate with any other Association or organisation, whether incorporated or not, whose objects are similar to those of the Association PROVIDED THAT the Association shall not subscribe to or support with its funds any club, association or organisation whose income and property wheresoever derived is not applied solely towards the promotion and furtherance of such objects of that organisation;
- (m) to enter into arrangements with any Government or authority, body corporate or unincorporated body or organisation that may seem conducive to the Association's objects and to obtain from any such Government, authority or organisation any rights, privileges and concessions, including applying for and holding a club liquor licence and gaming machine licences;
- (n) to appoint, employ, remove or suspend such managers, clerks, secretaries, servants, workmen and other persons as may be necessary or convenient for the purposes of the Association;
- (o) to enter into contracts indemnity, management contracts, insurance or other such agreements that would create a legal relationship with the Association;
- (p) to make, draw, accept, endorse, execute and issue negotiate all transferable instruments;

- (q) to buy, sell and deal in goods and services necessary for the normal business operations of the Association and for the earning of income;
- (r) to dispose of all that income not ordinarily required for the normal business operations of the Association or for the generation of the future income, provided that the disposal is carried out in a manner consistent with the objects of the Association and in accordance with this Constitution and having due regard to any legal considerations in force at that time;
- (s) to manage and maintain and enter into contracts to manage and maintain the property and premises of the Association in a state consistent with its objects and business operations and in accordance with the agreed terms of any lease thereof;
- (t) to take any action to become a member of or amalgamate with any other Association or organisation irrespective of the objects of that Association or organisation;
- (u) to purchase or otherwise acquire, transfer and undertake all or any part of the property, assets, liabilities and engagements of any one or more of the companies, institutions, societies or Association with which the Association is authorised to amalgamate;
- (v) the doing of all such other lawful things as are incidental or conducive to the attainment of the primary and other objects of the Association or of any of the objects and purposes specified in the foregoing provisions of this clause; and
- (w) to provide sponsorship or assistance, financial or otherwise to any person, individual or corporation which the Association determines.

4. Participating Associations

- (a) In accordance with this clause 4, an organisation is an affiliate of the Association, and shall be referred to as a "Participating Association" where such organisation falls into one of the following categories:

A category – Palmerston Golf Club Inc and Palmerston Bowls Club Inc will be A category Participating Associations to be known as “the Foundation Clubs”, provided that such clubs do not operate a facility with a liquor licence in competition with the Association within a 5 kilometre radius of the Association's premises.

B category - AFLNT Ltd.

C category - any not for profit football club being a member of Cazalys Palmerston Club Inc (“Cazalys”) and participating in the NTFL football premier division competition, other than any football club which operates a facility with a liquor licence in competition with the Association within a 5 kilometre radius of the Association's premises.

Where a non profit incorporated organisation, not in Category A, B or C, wishes to become a Participating Association, it must make to, and have approved by the Board, an application for registration as a Participating Association in accordance with Clause 4(b) provided it meets the criteria set out in the following category:

D category - the applicant must be an association which actively supports the Association, to the satisfaction of the Board, and which the Board considers acts or carries on sporting activities primarily or substantially in the Palmerston area or for the Palmerston community, provided that such association does not operate a facility with a liquor licence in competition with the Association within a 5 kilometre radius of the Association's premises.

- (b) The Board shall consider the application within 30 days of the application being received and respond to the applicant stating the outcome which shall be to:
 - (i) approve the association for registration as a Participating Association in the appropriate category; or
 - (ii) defer consideration of the application pending provision of further information; or
 - (iii) reject the application.
- (c) The Board shall review the activities of Category D Participating Associations from time to time and if it considers that a Category D Participating Association is no longer functioning or fulfilling the criteria for registration as a Participating Association set out in clause 4(a) the Board will deliver to the Association a notice requiring it to show cause within 30 days why it should not be de-registered as a Participating Association;
- (d) In the event that the Category D Participating Association does not show sufficient cause for its retention as a Participating Association to the satisfaction of the Board, the Board may resolve to de-register the organisation as a Participating Association and shall advise the organisation of same in writing. The organisation shall cease to be a Participating Association from the date of such notice.

5. Membership

- (a) A person is a member of the Association who pays on time the annual membership fee to the Association, or the Participating Association as applicable, and fits into one of the following categories:
 - (i) **Active Membership:**
 - A. A person is an Active Member if that person is a member of one (or more) of the Participating Associations, and meet the requirements of this clause.
 - B. For the purposes of the definition of Active Member in this clause, a member of a Participating Association shall mean only a fully paid up member entitled to exercise voting rights in relation to the community and/or sporting directions and activities of the respective Participating Association, and shall not include an associate member, affiliate member, house member or social member of such Participating Association howsoever called.
 - C. Any member of any Participating Association shall become an Active Member of the Association by and immediately upon furnishing in writing to the Secretary the name,

residential address and postal address of such member and the name of the nominated Participating Association of which the person is a member and by which the person qualifies for membership as an Active Member of this Association (“the Nominated Participating Association”) for the purpose of such details being recorded in the membership record of the Association, together with written confirmation of qualification for active membership from the secretary of such member's Nominated Participating Association. A person shall not nominate or have recorded in the membership record more than one Nominated Participating Association.

- D. The Secretary shall keep and maintain a membership record in which shall be entered the names and addresses of all Active Members of the Association including the name of each Active Member's Nominated Participating Association, the date each Member became a member and the date each Member ceased to be a member.
- E. Active Members of the Association shall have the right to vote at all general meetings of the Association, whether annual or otherwise in accordance with the following formula:

$$V = \left[\frac{1}{T} \right] \times X$$

Where:

- V = the number of votes to which the member is entitled.
- T = the total number of members from the category of Participating Association to which that member's Nominated Participating Association belongs, present and voting at the meeting;
- X = is for members whose Nominated Participating Association is:
- a category A Participating Association – 10;
 - a category B Participating Association – 40;
 - a category C Participating Association – 20;
 - a category D Participating Association – 30.

Notes:

- (1) A member's “Nominated Participating Association” is the Nominated Participating Association recorded in respect of that member in the membership record maintained under clause 5(a)(i)D.

- (2) For the avoidance of doubt, the total number of votes to which all members from all category D Participating Associations are entitled, is 30 votes with a maximum of 5 votes for all of the members of any one D Category Participating Association.

(ii) **House Membership:**

- A. A House Member is a person who applies to and is accepted by the Board as a House Member.
- B. The Board shall in its absolute discretion following the procedure set out at clause 4 (b) approve or reject an application for House Membership pursuant to this clause.
- C. A person who has applied for House Membership shall from the time of handing the application to any member of the Board or to any person delegated by the Board for the purpose until such time as the Board shall decide upon the application, be entitled to the use of the facilities of the Association as a provisional House Member. Such provisional membership shall cease upon such provisional member having his or her application for House Membership either accepted or rejected by the Board.
- D. A House Member shall be entitled to all the privileges of Active Membership with the exception that a House Member shall not have any right to vote at any meetings of the Association.
- E. House Members shall be liable to pay such joining fees and annual subscriptions as the Board may prescribe or determine /in its absolute discretion. If a joining fee or annual membership fee shall at any time be determined by the Board to be payable by house members, any House Member who holds a Senior Citizen's card, shall be exempt from the payment of any such fees.
- F. An Active Member of the Association;
- 1) who ceases to be a member of a Participating Association in terms of clause 5(a)(i) hereof, or
- 2) whose Participating Association of which he or she is a member ceases to be a Participating Association by virtue of clause 4(d) hereof,
- shall upon the happening of either of those events forthwith cease to be an Active Member of the Association but shall become and be a House Member of the Association for so long as he or she shall remain unqualified by virtue of this clause to be an Active Member of the Association.
- G. Notwithstanding the provisions of this clause 5(a)(ii), any person who is an active or a house member of Cazalys is deemed to be a House Member of the Association.

(iii) **Honorary Membership:**

- A. The Board may confer Honorary Membership for such time as in its absolute discretion it may determine upon any person who in the opinion of the Board:
- 1) has rendered or is likely to render valuable service to the Association, or
 - 2) is a temporary visitor from interstate or domiciled outside a 50 kilometre radius of Palmerston, or
 - 3) is considered by the Board to be desirable as an Honorary Member for special reasons as determined by the Board whether on a case by case basis or otherwise.
- B. An Honorary Member shall have no voting rights at any meeting of the Association, however may use the facilities of the Association during the term of the Honorary Membership in the same manner as a House Member.
- C. Each Honorary Member shall ensure that the membership record kept, by the Secretary shall contain the current residential and postal address of such Honorary Member.
- D. Each Honorary Membership period shall be for no greater than 12 Months.

(iv) **Family Membership:**

- A. Where the spouse (whether by marriage or defacto relationship) or child of an Active Member is not a member of the Participating Association, such spouse shall be deemed to be and shall be a Family Member of the Association and entitled to all club privileges in the same manner as a House Member;
- B. Every Family Member of the Association shall ensure that the membership record kept by the Secretary shall contain the current residential and postal address of such Family Member.

(v) **Life Membership:**

- A. The Board may appoint a Member who has given long, and especially meritorious service to the Association to be a Life Member.
- B. Every Life Member shall be entitled to all privileges of Active Membership during his/her life however shall not be required to pay any green fees.

(b) **Determination of Membership:**

A person shall cease to be a member of the Association upon:

- (i) the death of such person;

- (ii) giving notice in writing to the Secretary of the resignation of such member from the Association or the member's Nominated Participating Association as recorded in respect of that member in the membership record maintained under clause 5(a)(i)D; or
 - (iii) failure to pay the annual subscription payable for membership of the Association for a period of three months after such subscription shall have fallen due.
- (c) **Expulsion of Members:**
- (i) Subject to this clause, the Board may expel a member from the Association if, in the opinion of the Board, the member has been guilty of conduct detrimental to the interests of the Association.
 - (ii) The expulsion of a member pursuant to clause 5(c)(i) does not take effect:
 - A. until the expiration of fourteen (14) days after the service on the member of a notice under clause 5(c)(iii);
 - B. if the member exercises his or her right of appeal under this clause, until the conclusion of the special general meeting convened to hear the appeal, whichever is the later date.
 - (iii) Where the Board expels a member from the Association, the public officer of the Association shall, without undue delay cause to be served on the member, a notice in writing -
 - A. stating that the Board has expelled the member;
 - B. specifying the grounds for the expulsion; and
 - C. informing the member that the member so desires, the member may, within fourteen (14) days after the service of the notice on the member, appeal against the expulsion as provided in this clause.
 - (iv) A member on whom a notice under clause 5(c)(iii) is served may appeal against the expulsion to a special Board meeting by delivering or sending by post to the public officer of the Association, within fourteen (14) days after the service of that notice, a requisition in writing demanding the convening of such a meeting for the purpose of hearing his or her appeal.
 - (v) Upon receipt of a requisition under clause 5(c)(iv), the public officer shall forthwith notify the Board of its receipt and the Board shall thereupon cause a special Board meeting to be held within twenty-one (21) days after the date on which the requisition is received by the public officer.
 - (vi) At a special Board meeting convened for the purpose of this clause-
 - A. no business other than the question of the expulsion shall be transacted;
 - B. the Board may place before the meeting details of the

grounds of the expulsion and the Board's reasons for the expulsion;

C. the expelled member shall be given an opportunity to be heard and

- (vii) If at the special Board meeting a majority of the Board present vote in favour of the lifting of the expulsion, the expulsion shall be deemed to have been lifted and the expelled member is entitled to continue his or her membership of the Association.
- (viii) If at the special Board meeting a majority of the Board present vote in favour of the confirmation of expulsion, the expulsion takes effect, and the expelled member ceases to be a member of the Association.

6. Income and Property of Association

- (a) The income and property of the Association, however derived, shall be applied solely towards the promotion of the objects and purposes of the Association and held and distributed in accordance with clauses 6(c), (d) & (e) and no portion thereof shall be paid or transferred, directly or indirectly, by dividend, bonus, or otherwise to any member.
- (b) Nothing contained in this Constitution prevents the payment:
 - (i) in good faith of remuneration or an honorarium to any officers or servants of the Association;
 - (ii) of remuneration in return for services actually rendered to the Association by the servant or member or for goods supplied to the Association by the servant or member in the ordinary course of business;
 - (iii) of interest at current bank overdraft rate on money lent; or
 - (iv) of a reasonable and proper sum by way of rent for premises let to the Association by the servant or member.
- (c) The Board may resolve, in its sole discretion,
 - (i) to accumulate all or any part of the net income of the operations of the Association; and/or
 - (ii) to pay, apply or set aside such net income as is not so accumulated ("the available net income") as donations in the following proportions:
 - A. as to 10% of the available net income to be paid, applied or set aside for the A Category Participating Associations in accordance with clause 6(d) below;
 - B. as to 40% of the available net income to be paid, applied or set aside for the B Category Participating Associations;
 - C. as to 20% of the available net income to be paid, applied or set aside for the C Category Participating Associations in equal proportions to each of the Participating Associations in that category;

- D. as to 30% of the available net income to be paid, applied or set aside for the D Category Participating Associations up to a maximum of 5% of the available net income for any one D Category Participating Association in accordance with clause 6(d) below;
- E. as to the balance, if any, of the available net income not otherwise paid, applied or set aside under paragraph D, to be paid, applied or set aside for such of the Participating Associations and in such proportions as the Board may in its absolute discretion determine.

(d) In relation to A Category Participating Associations and D Category Participating Associations:

- (i) one half of the available net income referred to respectively in sub-clauses 6(c)(ii) A and D above, shall be distributed as donations in equal proportions to each of the A Category Participating Associations and D Category Participating Associations respectively; and
- (ii) the balance of the available net income referred to respectively in sub-clauses 6(c)(ii) A and D above shall be distributed in accordance with the following formula with respect to the A Category Participating Associations and D Category Participating Associations (as the case may be):

$$PA = I \times \frac{ISV}{TSV}$$

where

PA = that part of the available net income which a Participating Association (in this formula "the Subject Participating Association") shall be paid, have applied or set aside for it.

I = the balance of the available net income to be paid, applied or set aside for the A Category Participating Associations or D Category Participating Associations (as the case may be).

ISV = Individual sales volume generated by the Subject Participating Association.

TSV = Total Sales Volume generated by all A Category Participating Associations or D Category Participating Associations (as the case may be).

- (e) If the Board shall not by the 31st day of December in each year have made a determination as to accumulation under clause 6(c)(i) above, the available net income of the Association shall be applied in accordance with clause 6(c)(ii)A, B, C & D and clause 6(d) as if there has been a resolution to accumulate only that percentage of the net income referred to in clause 6(c)(ii)E.
- (f) The expression "net income" means gross income less all operational costs and such other disbursements, outgoings, allowances and provisions as shall have occurred or be made with the approval of the Board, and after making provision for the payment of any and all taxes.

- (g) For the avoidance of doubt, the Participating Associations entitled to receive a distribution by way of donation under this clause 6 with respect to the available net income for any financial year, are those entities that are Participating Associations of the Association on the last day of the relevant financial year.

7. Accounts of receipts, expenditures etc.

- (a) True accounts shall be kept:
 - (i) of all sums of money received and expended by the Association and the matter in respect of which the receipt or expenditure takes place; and
 - (ii) of the property, credits and liabilities of the Association.

Subject to any reasonable restrictions as to time and manner of inspecting them that may be imposed by the Association for the time being, these accounts shall be open to the inspection of the members of the Association.
- (b) The Treasurer of the Association shall faithfully keep all general records, accounting books, and records of receipt and expenditure connected with the operations and business of the Association in such form and manner as the Board may direct and in compliance with the requirements of the Act.
- (c) The accounts, books and records referred to in clause 7(a) and (b) shall be kept at the Association's office or at such other place as the Board may decide.
- (d) The funds of the Association shall be banked in the name of the Association in such Bank as the Board may from time to time direct.
- (e) As soon as practicable after the end of each financial year and at least once in each period of twelve (12) calendar months the Association shall cause to be prepared a balance sheet and supporting financial statements as required, containing particulars of:
 - (i) the income and expenditure for the financial year just ended;
 - (ii) the assets and liabilities of the Association; and
 - (iii) all mortgages, charges and securities affecting the property of the Association at the close of that financial year.
- (f) All statements prepared pursuant to clause 7(e) shall be audited by an Auditor appointed by the members who shall present his or her report upon such audit to the Secretary prior to the holding of the Annual General Meeting next following the financial year in respect of which such audit was made.

8. Banking and Finance

- (a) The Board shall cause to be opened with such bank, building society or credit union as the Board selects an account in the name of the Association.
- (b) The Board shall nominate a person on behalf of the Association, who shall receive and bank all moneys paid to the Association as soon as practicable after receipt.

9. Auditor

- (a) At each annual general meeting of the Association, the members present shall appoint a person who is not a member or the public officer of the Association as the auditor of the Association.
- (b) A person so appointed shall hold office until the annual general meeting next after that at which that person is appointed, and is eligible for re-appointment.
- (c) If an appointment is not made at an annual general meeting the Board shall appoint an auditor of the Association for the then current financial year of the Association.
- (d) If a casual vacancy occurs in the office of auditor during the course of a financial year of the Association, the Board may appoint a person as the auditor and the person so appointed shall hold office until the next succeeding annual general meeting.

10. Audit of Accounts

- (a) Once at least in each financial year of the Association, the accounts of the Association shall be examined by the auditor.
- (b) The auditor shall certify as to the correctness of the accounts of the Association and shall report thereon to the members present at the annual general meeting.
- (c) In the auditor's report, and in certifying to the accounts, the auditor shall state:
 - (i) whether the auditor has obtained the information required by the auditor;
 - (ii) whether, in the auditor's opinion, the accounts are properly drawn up so as to exhibit a true and correct view of the financial position of the Association according to the information at the disposal of the auditor and the explanations given to the auditor and as shown by the books of the Association; and
 - (iii) whether the requirements relating to the administration of the funds of the Association have been observed.
- (d) The public officer of the Association shall cause to be delivered to the auditor a list of all the accounts, books and records of the Association.
- (e) The auditor -
 - (i) has a right of access to the accounts, books, records, vouchers and documents of the Association;
 - (ii) may require from the servants of the Association such information and explanations as may be necessary for the performance of this duties as auditor;
 - (iii) may employ persons to assist the auditor in investigating the accounts of the Association; and
 - (iv) may, in relation to the accounts of the Association, examine any member of the Board or any servant of the Association.

11. Annual General Meeting

- (a) The Association shall hold an annual general meeting at least once in each calendar year, within 5 months after the end of the financial year.
- (b) The annual general meeting shall be held on such day (being not later than 5 months after the close of the financial year of the Association) as the Board may determine.
- (c) The annual general meeting shall be in addition to any other general meetings that may be held in the same year.
- (d) The annual general meeting shall be specified as such in the notice convening it.
- (e) The ordinary business of the annual general meeting shall be:
 - (i) to confirm the minutes of the last preceding annual general meeting and of any general meeting held since that meeting;
 - (ii) to receive from the Board, the auditor, and the servants of the Association reports upon the transactions of the Association during the last preceding financial year; and
 - (iii) to appoint the auditor.
- (f) The annual general meeting may transact special business of which notice is given in accordance with this Constitution.
- (g) All general meetings other than the annual general meeting shall be called special general meetings.

12. Special General Meeting

- (a) The Board may, whenever it thinks fit, convene a special general meeting of the Association.
- (b) The Board shall, on the requisition in writing of not less than fifteen members, convene a special general meeting of the Association.
- (c) A requisition for a special general meeting shall state the objects of the meeting and shall be signed by the requisitionist and deposited at the office of the Association and may consist of several documents in the like form, each signed by one or more of the requisitionists.
- (d) If the Board does not cause a special general meeting to be held within twenty one (21) days from the date on which a requisition therefor is deposited at the office of the Association, the requisitionists, or any of them may then convene the meeting, but any meeting so convened shall not be held after three months from the date of the deposit of the requisition.
- (e) A special general meeting convened by requisitionists in pursuance of these provisions shall be convened in the same manner as nearly as possible as that in which those meetings are convened by the Board, and all reasonable expenses incurred in convening the meeting shall be refunded by the Association to the persons incurring them.

13. Notice of general meeting

The public officer of the Association shall give notice of each annual general meeting and each special general meeting as required under the Act, and, at least fourteen days before the date fixed for holding a general meeting of the Association cause to be inserted in a newspaper published daily in the NT an advertisement specifying the place, day, and time for the holding of the meeting, and the nature of the business to be transacted thereat.

14. Business and quorum at general meeting

- (a) All business that is transacted at special general meetings and all business that is transacted at the annual general meeting, with the exception of that specially referred to in this Constitution as being the ordinary business of the annual general meeting, shall be deemed to be special business.
- (b) No item of business shall be transacted at a general meeting unless a quorum of members entitled under this Constitution to vote is present during the time when the meeting is considering that item.
- (c) Fifteen (15) members personally present (being members entitled to vote thereat) constitute a quorum for the transaction of the business of a general meeting.
- (d) If within one hour, after the appointed time for the commencement of a general meeting a quorum is not present, the meeting, if convened upon the requisition of members, shall be dissolved; and in any other case it shall stand adjourned to the same day in the next week, at the same time (unless another place is specified by the chairman at the time of the adjournment or by written notice to members given before the day to which the meeting is adjourned) at the same place, and if at the adjourned meeting a quorum is not present within one hour after the time appointed for the commencement of the meeting, the meeting shall be dissolved.

15. Chairman to preside at general meeting

- (a) The Chairman shall preside as chairman at every general meeting of the Association.
- (b) If the Chairman is absent from a general meeting, the Board members present shall elect one of their number to preside as chairman thereat.

16. Adjournment of general meeting

- (a) The chairman of a general meeting at which a quorum is present may, with the consent of the meeting, adjourn the meeting from time to time and place to place, but no business shall be transacted at an adjourned meeting other than the business left unfinished at the meeting at which the adjournment took place.
- (b) Where a meeting is adjourned for fourteen (14) days or more, the like notice of the adjourned meeting shall be given as in the case of the original meeting.
- (c) Except as provided in the foregoing provisions of this clause, it is not necessary to give any notice of an adjourned meeting.

17. Determination of questions arising at general meeting

A question arising at a general meeting of the Association shall be determined on a show of hands and unless before or on the declaration of the result of the show of hands a poll is demanded, a declaration by the chairman that resolution has, on a show of hands, been carried, or carried unanimously, or carried by a particular majority or lost, and an entry to that effect in the minute book of the Association is evidence of the fact, without proof of the number or proportion of the votes recorded in favour of, or against, that resolution.

18. Votes

- (a) Upon any question arising at a general meeting of the Association, a member has the right to vote as provided under clause 5(a)(i)E.
- (b) All votes shall be given personally.
- (c) In the case of an equality of voting on a question the chairman of the meeting is entitled to exercise a second or casting vote.

19. Taking of poll

If at a meeting a poll on any question is demanded it shall be taken at that meeting in such manner as the chairman may direct, and the result of the poll shall be deemed to be the resolution of the meeting on that question.

20. When poll to be taken

A poll that is demanded on the election of a chairman, or on a question of adjournment, shall be taken forthwith, and a poll that is demanded on any other question shall be taken at such time before the close of the meeting as the chairman may direct.

21. Affairs of Association to be managed by the Board

- (a) The affairs of the Association shall be managed by the Board of management constituted as provided in clause 23 below.
- (b) The Board -
 - (i) shall control and manage the business and affairs of the Association;
 - (ii) may, subject to this Constitution, exercise all such powers and functions as may be exercised by the Association other than those powers and functions that are required by this Constitution to be exercised by general meetings of members of the Association; and
 - (iii) subject to the Act and this Constitution, has power to perform all such acts and things as appear to the Board to be essential for the proper management of the business and affairs of the Association.

22. By-Laws and Rules

The Board may from time to time make, amend or repeal by-laws or rules, not inconsistent with this Constitution, for the internal management of the Association and its activities.

23. The Board

- (a) The Board of the Association shall consist of a not less than four (4) and not more than six (6) members appointed by Cazalys and the manager for the time being of the Association's premises who shall be an ex-officio non-voting member of the Board. All Board members shall be deemed to be Active Members of the Association. If, for any reason, Cazalys ceases to exist, the appointment of members to the Board will be made by AFLNT.
- (b) The members of the Board shall elect one of their number to occupy each of the positions of Chairman, vice-Chairman, Secretary and Treasurer of the Association respectively, the duties of each such office to be such as the Board shall determine.
- (c) The Board shall appoint a public officer of the Association within the meaning and for the purposes of the Act, and if the office becomes vacant, the Board shall appoint a person to be the public officer within 14 days of the vacancy arising.
- (d) The Board of the Association shall consist of:
 - (i) Three (3) members appointed to the Board by Cazalys, who shall hold office until the conclusion of the annual general meeting held approximately twelve months after the date of appointment;
 - (ii) Up to three (3) further members appointed to the Board by Cazalys, who shall hold office until the conclusion of the annual general meeting held approximately two years after the date of appointment;
 - (iii) After the expiration of the first twelve month term referred to in (i) above-
 - A. No further appointments for a period of twelve months shall be made; and
 - B. All appointments shall be for a period of 2 years.
- (e) Cazalys shall deliver to the secretary at least fourteen (14) days before any annual general meeting the names of the persons to be appointed to the Board of the Association for the period to follow the said annual general meeting. The appointment of such nominated persons as a member of the Board shall commence at the conclusion of the said annual general meeting, and shall continue until the conclusion of the annual general meeting held approximately two years after appointment unless otherwise determined as provided in this Constitution.
- (f) If at any time the number of members of the Board shall fall below three and for any reason Cazalys has not exercised its right to fill such vacancy, the other remaining members of the Board shall have the right to appoint a person to temporarily fill any such vacancy until such time as the relevant appointment shall be made by Cazalys.
- (g) A member of the Board may by notice in writing to the Secretary resign from the Board and may be removed from office by Cazalys. Any vacancy so occurring, or occurring in any other way, shall be filled by the appointment of a member to the Board by Cazalys.

- (h) A person who is precluded from being an officer of the Association under the Act shall not be appointed to the Board or as public officer of the Association.

24. Sub-Committee and Delegation

- (a) The Board may at any time appoint a sub-committee from the Board, or delegate its powers as it thinks fit, and shall prescribe the powers and functions to be given to such sub-committee, or delegate.
- (b) The Board may co-opt as members of a sub-committee such persons as it thinks fit, whether or not those persons are members of the association but a person so co-opted is not entitled to vote.
- (c) Three appointed members of a sub-committee constitute a quorum at a meeting of the sub-Committee.
- (d) The public officer of the Association is responsible for calling meetings of a sub-committee.
- (e) Written notice of each sub-committee meeting shall be served on each member of the sub-committee by delivering to the member at a reasonable time before the meeting or by sending it:
 - (i) by post in a pre-paid letter addressed to the member at the member's usual or last-known place of abode; or
 - (ii) such other means (including but not limited to service by email or facsimile) as the sub-Committee may determine from time to time,in time to reach the member in due course of post before the date of the meeting.
- (f) The Chairman, the Vice-Chairman, the Treasurer, and the Secretary constitute an executive Committee, which may issue instructions to the public officer and the servants of the Association in matters of urgency connected with the management of the affairs of the Association during the intervals between meetings of the Board, and where any such instructions are issued shall report thereon to the next meeting of the Board.
- (g) Without limiting the generality of the foregoing, the Board shall appoint a Sub-Committee to manage the golfing and bowling activities of the Association.

25. Meetings of Board and Sub-Committee

- (a) The Board shall meet at least once in each month at such places and at such times as the Board may determine.
- (b) Special meetings of the Board may be convened by the Chairman or any three of its members.
- (c) Notice shall be given to members of the Board of any special meeting, specifying the general nature of the business to be transacted, and no other business shall be transacted at such a meeting.
- (d) Any three members of the Board constitute a quorum for the transaction of the business of a meeting of the Board.

- (e) No business shall be transacted unless a quorum is present and if within half an hour of the time appointed for the meeting a quorum is not present, the meeting shall stand adjourned to the same place at the same hour of the same day in the following week unless the meeting was a special meeting, in which case it lapses.
- (f) At meetings of the Board the Chairman, or in the Chairman's absence such one of the remaining members of the Board as may be chosen by the members present shall preside.
- (g) Questions arising at meetings of the Board or of any sub-committee appointed by the Board shall be determined on a show of hands or, if demanded by a member, by a poll taken in such a manner as the person presiding at the meeting may determine.
- (h) Each member present at the meeting of the Board or of any sub-committee appointed by the Board (including the person presiding at the meeting) is entitled to one vote and, in the event of an equality of votes of any question, the person presiding may exercise a second or casting vote.
- (i) Written notice of each Board meeting shall be served on each member of the Board by delivering such notice to the member at a reasonable time before the meeting or by sending it by post in a prepaid letter addressed to the member at the member's usual or last-known place of abode in time to reach the member in due course of post before the date of the meeting or by such other means (including but not limited to service by email or facsimile) as the Board may determine from time to time.

26. Disclosure of interest in contracts etc.

- (a) A member of the Board who is interested in any contract or arrangement made or proposed to be made with the Association shall disclose the nature and extent of the interest at the first meeting of the Board at which the contract or arrangement is first taken into consideration, if the interest then exists, or, in any other case, at the first meeting of the Board after the acquisition of the interest.
- (b) If a member of the Board becomes interested in a contract or arrangement after it is made or entered into the Board member shall disclose the nature and extent of the interest at the first meeting of the Board after the Board member becomes so interested.
- (c) The Secretary must record the disclosure in the minutes of the meeting.
- (d) No member of the Board shall vote as a member of the Board in respect of any contract or arrangement in which the Board member is interested and if that Board member does so vote that vote shall not be counted.

27. Alteration of Constitution

- (a) Clauses 2, 6, 21, 22 and 23 hereof and this clause 27 may be amended by resolution passed by 95% of those Active Members voting at an Annual General Meeting or a Special General Meeting.
- (b) All other clauses of this Constitution may be amended by a resolution passed by a three-quarters majority of Active Members voting at an Annual General

Meeting or a Special General Meeting.

- (c) Notice of the proposed amendment shall be included in the notice calling the Annual General Meeting or the Special General Meeting.
- (d) An amendment to the objects and purposes of the Association shall not be effective until approved by the Commissioner in accordance with the Act.
- (e) An alteration of the objects, purposes or otherwise of this Constitution is of no effect until a copy of the alteration is lodged with the Licensing, Regulation & Alcohol Strategy, Department of Justice, or any body appointed or established in replacement or substitution for that body.

28. Annual Membership Fee

- (a) The annual membership fee payable by House Members shall be determined by the Board.
- (b) The amount of the annual membership fee may be altered from time to time by the Board.
- (c) The annual membership fee of a House Member is due and payable on or before the first day of membership, and then on or before the anniversary of that day for each subsequent year.

29. Financial Year

The financial year of the Association is the period beginning on 1 July in each year and ending on 30 June next following.

30. Notices

- (a) A notice may be served by or on behalf of the Association upon any member either personally or by:
 - (i) sending it through the post in a pre-paid letter addressed to the member at his usual or last-known place of abode; or
 - (ii) such other means (including but not limited to service by email or facsimile) as the Board may determine from time to time.
- (b) The Secretary must give all members not less than 21 days notice of the meeting at which a special resolution is to be proposed. The notice must include the resolution to be proposed and the intention to propose the resolution as a special resolution.

31. Common Seal

- (a) The seal of the Association shall be in the form of a rubber stamp, inscribed with the name of the Association encircling the word "Seal".
- (b) The seal of the Association shall not be affixed to any instrument except by the authority of the Board and the affixing thereof shall be attested by the signatures either of two members of the Board or of one member of the Board and of the public officer of the Association or such other person as the Board may appoint for that purpose, and that attestation is sufficient for all purposes that the seal

was affixed by authority of the Board.

- (c) The seal shall remain in the custody of the public officer.

32. Dissolution of Association

The amount which remains after dissolution and the satisfaction of all debts and liabilities shall be paid and applied by the Board in accordance with their powers to any fund, association, institution or authority (such as but not necessarily, one or more of the Participating Associations) which, itself, has similar objects or purposes, is not carried on for profit or gain to its individual members provided that no money or assets shall be paid or distributed to the members or former members of the Association.

33. Interpretation of Constitution

The Board is the sole authority for the interpretation of this Constitution and the by-laws and rules made thereunder, and a decision of the Board (not inconsistent with the Act) upon any question of interpretation or upon any matters affecting the Association not provided for by this Constitution or by the by-laws and rules made hereunder shall be final and binding on the members.

34. Grievance and disputes procedures

- (a) This clause applies to disputes between:
- (i) a Member and another Member; and
 - (ii) a Member and the Board,
- but does not extend to the matters provided for in clause 5(c) or clause 33.
- (b) Within 14 days after the dispute comes to the attention of the parties to the dispute, they must meet and discuss the matter in dispute, and, if possible, resolve the dispute.
- (c) If the parties are unable to resolve the dispute at the meeting, or if a party fails to attend that meeting, then the parties must, within 10 days after the meeting, hold another meeting in the presence of a mediator.
- (d) The mediator must be:
- (i) a person chosen by agreement between the parties; or
 - (ii) in the absence of agreement:
 - A. for a dispute between a Member and another member – a person appointed by the Board; or
 - B. for a dispute between a Member and the Board – a person who is a mediator appointed or employed by the department administering the Act.
- (e) A Member of the Association can be a mediator.
- (f) The mediator cannot be a party to the dispute.
- (g) The parties to the dispute must, in good faith, attempt to settle the dispute by

mediation.

- (h) The mediator, in conducting the mediation, must:
 - (i) give the parties to the mediation process every opportunity to be heard;
 - (ii) allow due consideration by all parties of any written statement submitted by any party; and
 - (iii) ensure natural justice is accorded to the parties to the dispute throughout the mediation process.
- (i) The mediator must not determine the dispute.
- (j) If the mediation process does not result in the dispute being resolved, the parties may seek to resolve the dispute in accordance with the Act or otherwise at law.

35. Visitors

Active Members and House Members shall have the privilege of introducing a friend or friends to the Association's premises. Such visitors shall be entitled to all social privileges of members of the Association during the course of such visit, but shall not take part in any meeting of the Association. The maximum number of guests which a member can sign in at any one time is limited to six (6). Any one visitor may only be admitted as a visitor on six (6) occasions, where after his admission to the premises will be dependent on his or her applying for membership and being accepted as a member of the Association.

36. Dress Standards

- (a) Dress standards for members utilising the Association's premises shall be such as the Board shall determine or prescribe in its absolute discretion.
- (b) Such dress standards as the Board may determine or prescribe shall be reduced to a written dress code and copies made available to any member of the Association who may request such information.
- (c) Any member who infringes the dress code a second or subsequent time shall be liable to be subjected to such disciplinary action by the Board as it sees fit.

37. Definitions

The Act means the *Associations Act* and any act in replacement of or substitution for that act.

The "Association" means the Palmerston Golf and Country Club Inc.

The "Board" means the group constituted pursuant to clause 23.

"Cazalys" means Cazalys Palmerston Club Inc.

"Participating Association" means a non-profit incorporated Association referred to in clause 4.

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Container No: F2015/1998

Ricki Bruhn
Chief Executive Officer
City of Palmerston
PO Box 61, Palmerston NT 0831

Dear Mr Bruhn

Streetlights Assets - Points of Clarification/Capital Charges

In response to queries made at the LGANT meeting on 5th August 2015 and during negotiations with individual Councils please find Power and Water's position on a number of issues associated with Streetlights.

Cost Recovery

Power and Water Corporation (PwC) is required to fully recover all costs associated with Streetlight Assets including maintenance and replacement activity. To effect this position PwC is working with LGANT and individual councils to establish appropriate maintenance and capital charging for Streetlight Services as either maintenance or capital defined below:

- Maintenance Costs are calculated by estimating the cost associated with a single streetlight maintenance event including the costs of labour, services, equipment and replacement components and multiplying this by the number of assets used by each Streetlight Service Provider. Budget estimates for 2015/16 and 2016/17 can be found in Appendix A.
- Capital Costs are calculated using a similar methodology which is provided in more detail below. Budget estimates for 2015/16 can be found in Appendix B.

Establishing Service Level Agreements

PwC is working with Streetlight Service Providers (SSP's) to establish Service Level Agreements (SLA's) for maintenance and capital activities undertaken by Power and Waters.

PwC is constructively working with any SSP's who wish to engage maintainers other than Power and Water to ensure an orderly transfer of the maintenance service and/or capital.

PwC do not consider that clarification of the items below should present a barrier in progressing SLA negotiations, self-servicing agreements or payment of invoices for maintenance services.

1. Ownership of the Streetlight Asset Class

Power and Water do not accept ownership of the streetlight asset class. These assets are used to provide streetlight services by Councils and Government Departments and have been historically maintained by Power and Water. Streetlight data is held in the Technical Asset Register which is used to manage maintenance and identify the assets for billing purposes. Power and Water are not responsible for replacement of the streetlight assets at end of life, the asset class does not appear in Power and Water's Financial Asset Register and is not depreciated. Financial arrangements for the replacement of the asset at end of life need to be established leading to the introduction of the capital charge.

2. Streetlights in Public Open Space

Power and Water is currently undertaking the responsibility for the maintenance of streetlights on behalf of SSP's, but this does not extend to lights in public open space. There are a number of sites where lights in public open space are connected to streetlight circuits. These lights are currently the subjected to consumption charge but not subject to a repairs and maintenance charge or capital charge.

Power and Water accepts that this may have not been well communicated to stakeholders and this has resulted variable maintenance outcomes for SSP's over the years. To improve this situation a list of the lights not part of the Power and Water streetlight maintenance regime will be forwarded to SSP's who are affected.

Should SSP's be aware that any of the lights forwarded are currently connected to a metered circuit or should not be classed as a light in public open space please contact me on the numbers below.

3. Streetlight Vegetation Management

Currently Power and Water maintains vegetation around Power Network Overhead Conductors but does not maintain vegetation around streetlight poles.

Capital Charge Methodology

The Street light capital charge is required to provide funding for the eventual replacement of the assets at "end of life".

As described above Power and Waters Financial Asset Register does not contain streetlight assets and no depreciation charge has been applied. There is no financial reserve providing an allowance for the replacement of these assets. The costs associated with the replacements are the responsibility of the SSP's.

To date the replacement of streetlights has only been completed as a result of mechanical damage, road upgrades or rare occasions where public safety is at risk. While the streetlight data could be improved, it currently shows that one third of streetlights with poles (not attached to power poles) are over 30 years in age (Figure 1). While the asset condition has not been formally determined initial observations indicate that replacement events may be looming. The 20 year asset life detailed above has been set to provide funding for this large number of assets.

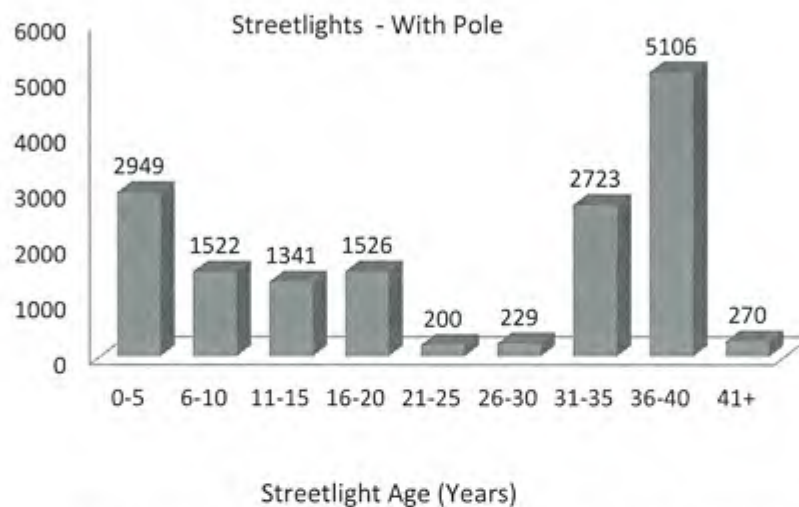


Figure 1. The age profile of streetlights that have a dedicated pole (Streetlights – With Pole).

The following two methods are proposed and the SSP's can elect which method suits their business needs best:

A. Annual Capital Charge from PwC

The annual capital charge is calculated using an activity based methodology. For each streetlight type it is;

- the efficient and safe number of staff to undertake the job which is multiplied by the time to complete the job (plus average travel time) and charged at the external charge out rate, which includes staffing costs and other associated costs such as vehicle and equipment expenses; PLUS
- contractor labour costs, including traffic control; PLUS
- material costs divided by the asset life, which we have assumed at 20 years.

Importantly the charges don't include any profit margin or recovery of overheads, as per the UC's 2014 Network Price Determination. Noting this methodology wouldn't be able to fully support the introduction of any future decorative streetlights (poles, arms and lamps) by the SSP's.

B. SSP's Internally Manage Capital Replacement

An alternative model to SSP's being invoiced a Capital Charge by PwC is that they manage the costs associated with streetlight replacement themselves. There are two arrangements which SSP's could consider;

1. Power and Water will replace the asset at the 'end of life' and invoice the SSP's for the full cost (without profit margin) of the replacement activity.
2. SSP's would conditionally assess the assets themselves, determine the timing of the replacement events, fund this directly and manage the works.

These arrangements give control to SSP's who wish to replace assets in line with their individual budgetary constraints. This could better suite those SSP's where the age profiles are flatter and they can accommodate the differences in opinion between SSP's as to when the optimum replacement date is.

Yours sincerely

Stephen Vlahovic
Senior Manager Network Assets

9 September 2015

Email: stephen.vlahovic@powerwater.com.au
Tel: (08) 0924 5538
Ben Hammond Complex
Illiffe Street
Stuart Park
0820

APPENDIX A

Maintenance Charges – City of Palmerston

The maintenance costs attributed to a streetlight are dependent on the lamp wattage. The charges for a range of wattages are reported in the Power Water Internet page annually (see link below). The maintenance charges for the 2015/16 financial year are being held at the same rate as per the 2014/15 financial year. A budget estimate of the charges for the 2015/16 financial year, using the number of streetlights at the time of writing, is provided in Table 1 below.

Table 1. Maintenance Charges for the financial year 2015/16

Lamp Wattage	Count	Maintenance Charge	Total/Year	Total/Quarter
1-100	2473	\$ 108.35	\$ 267,949.55	\$ 66,987.39
101-200	756	\$ 118.66	\$ 89,706.96	\$ 22,426.74
201-300	392	\$ 138.30	\$ 54,213.60	\$ 13,553.40
301-400	55	\$ 148.32	\$ 8,157.60	\$ 2,039.40
1000	0	\$ 174.54	\$ -	\$ -
Grand Total			\$ 420,027.71	\$ 105,006.93

Streetlight maintenance costs for the 2016/17 financial year will be charged at the rates currently published on the internet plus an allowance for inflation. A budget estimate of the charges without allowance for inflation, using the number of streetlights at the time of writing, is provided in Table 2 below.

Table 2. Maintenance Charges for each wattage range for 2016/17

Lamp Wattage	Count	Maintenance Charge	Total/Year	Total/Quarter
1-100	2473	\$ 204.93	\$ 506,791.89	\$ 126,697.97
101-200	756	\$ 206.16	\$ 155,856.96	\$ 38,964.24
201-300	392	\$ 223.18	\$ 87,486.56	\$ 21,871.64
301-400	55	\$ 226.82	\$ 12,475.10	\$ 3,118.78
1000	0	\$ 269.94	\$ -	\$ -
Grand Total			\$ 762,610.51	\$ 190,652.63

The budget estimate of the quarterly forecast streetlight maintenance charges for the 2015/16 and 2016/17 financial years are presented in Table 3 and Table 4 respectively.

Table 3. Budget estimate of the Maintenance Charges for the 2015/16 financial year.

Forecast Maintenance Charges 2015-2016				
1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Total
\$ 105,006.93	\$ 105,006.93	\$ 105,006.93	\$ 105,006.93	\$ 420,027.71

Table 4. Budget estimate of the Maintenance Charges for the 2016/17 financial year.

Forecast Maintenance Charges 2016-2017				
1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Total
\$ 190,652.63	\$ 190,652.63	\$ 190,552.63	\$ 190,652.63	\$ 762,610.51

APPENDIX B

Capital Charges 2015/16

The capital charge applied to a streetlight is dependent on the column height, type and base. Streetlights are grouped by these attributes and the number of lights in each group (count) is multiplied by the capital charge (per light) to determine an annual total. This figure is divided by four to determine a Quarterly Total which is presented in Table 5. The codes associated with column base and types are presented in Table 6 below.

Table 5. Breakdown of the streetlights types with associated capital charge. Row 1 is for lights without a pole/column (LWP) where the luminaire is attached to a power pole.

Column Height	Column Type	Column Base	Count	Capital Charge	Total/Year	Total/Quarter
N/A	N/A	N/A	167	\$ 96.06	\$ 16,042.02	\$ 4,010.51
9	DOR	VIAC	7	\$ 598.56	\$ 4,189.92	\$ 1,047.48
12	DOR	VIAC	18	\$ 652.64	\$ 11,747.52	\$ 2,936.88
5.5	SOR	VIAC	169	\$ 527.13	\$ 89,084.97	\$ 22,271.24
6.5	SOR	VIAC	2437	\$ 550.80	\$ 1,342,299.60	\$ 335,574.90
9	SOR	VIAC	368	\$ 566.26	\$ 208,383.68	\$ 52,095.92
10.5	SOR	VIAC	8	\$ 575.24	\$ 4,601.92	\$ 1,150.48
10.7	SOR	VIAC	19	\$ 575.24	\$ 10,929.56	\$ 2,732.39
12	SOR	VIAC	476	\$ 617.91	\$ 294,125.16	\$ 73,531.29
18	TOR	VIAC	7	\$ 866.14	\$ 6,062.98	\$ 1,515.75
Grand Total					\$ 1,987,467.33	\$ 496,866.83

Table 6. Codes associated with Column Base and Type

Table of Codes			
Column Type	Definition	Column Base	Definition
SOR	Single Outreach	VIAC	Vehicle Impact Absorbing Column
DOR	Double Outreach	SLIP	Slip column base
TOR	Triple Outreach	LWP	Light Without Pole
QOR	Quad Outreach		

Capital Charges commence from 1st December 2015. Table 7 shows the quarterly forecast of streetlight capital charges for the 2015-2016 financial year.

Table 7. Forecast Estimate of the Capital Charges

Forecast Capital Charges 2015-2016			
1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
Nil	\$ 165,622.28	\$ 496,866.83	\$ 496,866.83

All cost information regarding the capital charges for streetlights can be found on page 22 and 23 of the link below. This information is reproduced in [http://www.powerwater.com.au/data/assets/pdf_file/0009/99774/PWC Power Networks 2015-16 electricity_network_tariffs_and_charges_and_future_price_trends.pdf](http://www.powerwater.com.au/data/assets/pdf_file/0009/99774/PWC_Power_Networks_2015-16_electricity_network_tariffs_and_charges_and_future_price_trends.pdf)

Table 8. Capital Charges reproduced from the above link.

Classification/Service	Service Description	2015-16
Streetlight Capital Charge (Light Without Pole)	Annual Charge per streetlight for provision of streetlight asset (Light Without Pole)	\$96.06
Streetlight Capital Charge (5.5m Post Top Single Outreach Column)	Annual Charge per streetlight for provision of streetlight asset (5.5m - Post Top Single Outreach Column)	\$527.13
Streetlight Capital Charge (6.5m - Curved Single Outreach Column)	Annual Charge per streetlight for provision of streetlight asset (6.5m - Curved Single Outreach Column)	\$550.80
Streetlight Capital Charge (9m - Tapered Single Outreach Column)	Annual Charge per streetlight for provision of streetlight asset (9m - Tapered Single Outreach Column)	\$566.26
Streetlight Capital Charge (9m - Tapered Double Outreach Column)	Annual Charge per streetlight for provision of streetlight asset (9m - Tapered Double Outreach Column)	\$598.56

Notes:

1. Streetlight Capital Charges will be implemented from 1 December 2015. As a result, these charges will be pro-rated for 2015-16.

ITEM NO. 15.1 **Response to Previous Public Questions from Council Meeting held on 15 September 2015**

FROM: Chief Executive Officer

REPORT NUMBER: 8/0751

MEETING DATE: 6 October 2015

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

General:

At the ordinary meeting of Council held on Tuesday 15 September 2015, the Chairman took one question on notice during the 'Public Question Time' section. The question asked and Council responses is as follows;

1. Athina Pascoe-Bell: How is the Loan Application going?

In line with the application process from the Department of Local Government and Community Services, City of Palmerston have sent their draft application to the Executive of the department on 6 August 2015. The department has confirmed that the application is currently being reviewed.

Financial Implications:

Nil

Legislation / Policy:

Palmerston (Procedures for Meetings) By-Laws

RECOMMENDATION

THAT Council receives Report Number 8/0751.

Recommending Officer: Ricki Bruhn, Chief Executive Officer

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

Schedule of Attachments:

Nil