

**CITY OF PALMERSTON**

**Notice of Council Meeting  
To be held in Council Chambers, Civic Plaza, Palmerston  
On Tuesday, 1 September 2015 at 6:30pm**

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**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**

**ACCEPTANCE OF APOLOGIES AND LEAVE OF ABSENCE**

**3. CONFIRMATION OF MINUTES**

**RECOMMENDATION**

1. THAT the minutes of the Council Meeting held Tuesday, 18 August 2015 pages 8047 to 8055 be confirmed.
2. THAT the minutes of the Confidential Council Meeting held Tuesday, 18 August 2015 pages 188 to 189 be confirmed.
3. THAT the minutes of the Special Council Meeting held Thursday, 20 August 2015 pages 8056 to 8057 be confirmed.

**4. MAYOR'S REPORT**

**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 Zuccoli Aspire Stage 1 – Design approvals request**

Mike Schokman, Director Costojic Pty Ltd and Sean Sandford, Manager Urban Development to present position and justification on individual property stormwater connections for lots under 600m2 at Zuccoli Aspire Stage 1, and to seek construction approvals on the basis that Council does not require the,.

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

## **11. COMMITTEE RECOMMENDATIONS**

## **12. INFORMATION AGENDA**

### **12.1 Items for Exclusion**

### **12.2 Receipt of Information Reports**

#### **RECOMMENDATION**

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

### **12.3 Officer Reports**

<b>12.3.1</b>	<b>Action Report</b>	<b>8/0723</b>
<b>12.3.2</b>	<b>Technical Services Quarterly Report April – June 2015</b>	<b>8/0707</b>
<b>12.3.3</b>	<b>LGANT Executive Minutes – 18 August 2015</b>	<b>8/0728</b>
<b>12.3.4</b>	<b>City of Palmerston By-Election – Timetable Proposal</b>	<b>8/0731</b>
<b>12.3.5</b>	<b>Chief Executive Officer – Recent Activities</b>	<b>8/0732</b>

## **13. DEBATE AGENDA**

### **13.1 Officer Reports**

<b>13.1.1</b>	<b>Request for General Consent - Surrender of Crown Lease Term 2425, Lot 8570 (30) McCourt Road, Yarrowonga</b>	<b>8/0724</b>
<b>13.1.2</b>	<b>Subdivision to create 90 Residential Lots, 1 Public Open Space Lot and a Building Setback Plan (Zuccoli Stage 5 A &amp; B) on Lot 4251 (575) Roystonea Avenue &amp; Lot 12448 Radford Road, Zuccoli</b>	<b>8/0725</b>
<b>13.1.3</b>	<b>Affixation of Common Seal – NTEPA Environment Grant Agreement</b>	<b>8/0726</b>
<b>13.1.4</b>	<b>Local Government Association Northern Territory – Casual Vacancy on the LGANT Executive</b>	<b>8/0727</b>

- 13.1.5 Election of Chair to the Community, Culture and Environment Committee 8/0729  
13.1.6 Support of Fish Stocking Program with Amateur Fisherman's Association of the NT 8/0733

**14. CORRESPONDENCE**

**15. RESPONSE TO PREVIOUS QUESTIONS TAKEN ON NOTICE**

- 15.1 Response to Previous Public Questions from Council Meeting held on 18 August 2015 8/0730

**16. PUBLIC QUESTION TIME**

*At the invitation of the Chair*


**17. OTHER BUSINESS – ALDERMAN REPORTS**

*By-law 14(8) provides that the Chairmen 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. CLOSURE**



Mark Spangler  
Acting Chief Executive Officer

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

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

Name: Mike Schokman

Organisation: Costojic Pty Ltd

Contact Tel: 0418 626 361

Contact Email: mike@costaland.com.au

Presentation topic: Zuccoli Aspire Stage 1 - Design approvals request

Date of Request: 17 Aug 2015

Meeting date requested: 1 Sep 2015

Time requested (length): 20mins (10mins to present plus any Q&A.)  
*Up to 20 minutes*

Names of those making the address:

- 1) Mike Schokman
- Title: Director
- Organisation: Costojic Pty Ltd (Zuccoli Aspire developer)
- 2) Sean Sandford
- Title: Manager Urban Development - Northern Region
- Organisation: SMEC Australia

Purpose of the deputation: To present our position and justification on individual property stormwater connections for lots under 600m<sup>2</sup> at Zuccoli Aspire Stage 1, and to seek construction approvals on the basis that Council does not require them.

**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](mailto:emily.fanning@palmerston.nt.gov.au)  
For any enquiries please call (08) 89359902*

.....*Ricki Bruhn*.....  
Approved (Chief Executive Officer)

.....*[Signature]*.....  
Approved (Mayor of Palmerston)

**ITEM NO.**        12.3.1        Action Report

**FROM:**                                Chief Executive Officer

**REPORT NUMBER:**                8/0723

**MEETING DATE:**                1 September 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.
8/0879	11/12/2013	Development of Lot 10029 and Part Lot 9608	Expression of Interest for the development of Lot 10029 and Part Lot 9608 be prepared for Council approval.	Letters sent to developers requesting reasons for not responding to the EOI and any suggestions for an amended process. No responses received. Subsequent telephone follow up – messages not returned.
8/0899	14/01/2014	Expression of Interest – Development of Lot 10024 and Part Lot 9609	An EOI to be brought to Council for the development of Lot 10024 and part Lot 9609 with the purpose being for the provision of public car parking combined with a mixed use development comprising of retail, commercial or residential.	Council to hold workshop to set the initial location for a multi-deck carpark. Workshop held on 18 August.
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	Construction work in progress.

			regarding the use of any contractor security held by LDC.	
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 Master Plan 2014 and associated documents	<ul style="list-style-type: none"> <li>- Draft Palmerston City Centre Parking Strategy to be presented to and considered by the City of Palmerston's Car Parking Committee.</li> <li>- 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.</li> <li>- 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.</li> </ul>	Council has adopted the Palmerston City Centre Master Plan and associated documents. Council adopted the Palmerston City Centre Parking Strategy on 2 June 2015
8/1378	13/01/2015	Amendments to Palmerston Eastern Suburbs planning principles and plan	<ul style="list-style-type: none"> <li>- Council to write a letter to the Department for Lands and Planning requesting a review of the Palmerston Eastern Suburbs Area Plan and Planning Principles.</li> </ul>	Letter forwarded on 26 February and response received on 19 March.
8/1434	03/03/2015	Small lot subdivisions	<ul style="list-style-type: none"> <li>- Council approach the Shadow Minister for Lands and Planning requesting a meeting in regards to small lot subdivisions</li> </ul>	Meeting to be rescheduled.
8/1506	05/05/2015	Infrastructure Funding	<ul style="list-style-type: none"> <li>- Workshop to be held to enable elected members to discuss future infrastructure projects and how to fund these projects</li> </ul>	Workshop held on Monday 10 August 2015. Action completed.
8/1523	19/05/2015	Road from Durack	<ul style="list-style-type: none"> <li>- Council write to the Director Land Administration seeking</li> </ul>	Letter forwarded

		Drive/Flack Road to New entrance of Archer Waste Transfer Station	consent to open the section of road and road reserve from Durack Drive/Flack Road to the New entrance of Archer Waste Transfer Station.	
8/1546	02/06/2015	Local Government Service Awards	- CEO to arrange for nominations to be completed for Elected Members who qualify for these awards.	A list of eligible current/past Elected Members has been compiled and will be submitted.
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	
8/1610	04/08/2015	Creation of Stormwater Easement – Stormwater Remediation at Baban Place, Pinelands	- Council delegates to the Mayor and Chief Executive Officer the power to sign and seal all required documentation to register drainage easements over Lot 1702, Lot 1703, Lot 2886 and Lot 1795 in Pinelands (Hundred of Bagot).	Completed

## RECOMMENDATION

THAT Council receives Report Number 8/0723.

**Recommending Officer:** Mark Spangler, Acting Chief Executive Officer

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

**ITEM NO.**        12.3.2        **Technical Services Quarterly Report April – June 2015**

**FROM:**                      **Director Technical Services**

**REPORT NUMBER:**        **8/0707**

**MEETING DATE:**         **1 September 2015**

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**Municipal Plan:**

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

**Summary:**

This report summarises outcomes in the key activities undertaken by Council's Technical Services Department during the April to June 2015 quarter.

**General:**

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

**Key Activities and Issues**

During the quarter activities of interest and works undertaken included:

- Exeloo was completed in Marlows Lagoon Recreation Area.
- Bakewell Primary School crossing pedestrian safety upgrade completed.
- TS2015/01 Reseal Various Roads contract was awarded to Downer EDI Works.
- Indented loading bays along Forrest Parade (opposite Bakewell Primary School) for the waste collection trucks was completed.
- Rosebery drain safety upgrade completed.
- Title issued for Zuccoli MCG Stage 2B.
- Power upgrade completed in Francis Drive in time for the Palmerston Markets to commence.
- New flag poles and Howitzer Cannon installed in Memorial Park in time for ANZAC Day.



## 1. COMMUNITY & CULTURAL WELLBEING

### 1.2 Safe Communities

#### Animal Management/Regulatory Services

	<b>Work Description</b>	<b>Outcome (Quantity)</b>	<b>Unit</b>	<b>Comment</b>
Customer Complaints	Response to customer complaints <i>Animals</i>	274	Number of Customer Action Requests completed	274 - Animal related
Customer Complaints	Response to customer complaints <i>Public places.</i>	105	Number of Customer Action Requests completed	73 -Vehicle related 32 - Other By-laws
Enforcement By-laws. Traffic Regulations	Infringement notices <i>Parking, Public Places</i>	309	Number of Parking and Public places infringement notices issued	292 - Parking 17 - Public Places
Enforcement Animal Management By-laws	Infringement notices <i>Animals</i>	34	Number of Animal Management infringement notices issued	20 – At large 5 – Attack 8 – Unregistered 1 – Nuisance
Enforcement Traffic Regulations	Abandoned Vehicles	21	Number of Vehicles removed	13 – Removed by owner 8 – Removed by Council
Registration Compliance	Dog registrations for 2014/15	5836	Number of dogs registered by end of fourth quarter	3898 – De-Sexed animals 1938 – Entire animals registered by end of fourth quarter
Pound Operations	Dogs impounded	121	Number of dogs impounded	93 - Released to owner 23 – Euthanized 5 – Rehomed

#### **1.2 Safe Communities – Cyclone, Disaster and Emergency Management**

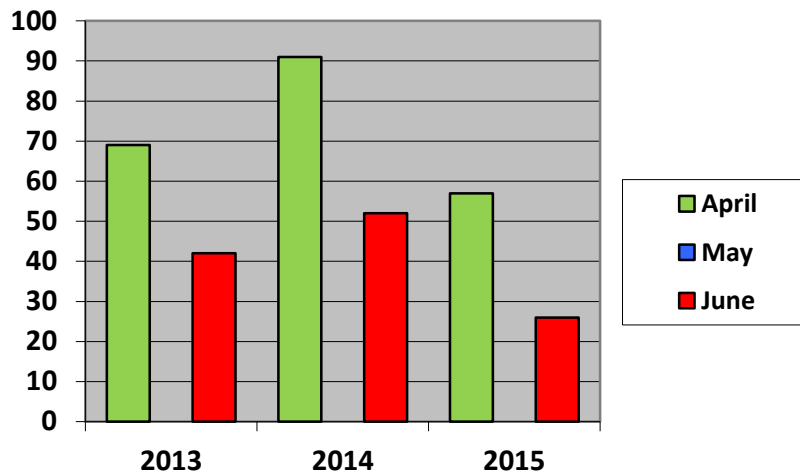
- Brochure and advertising materials for the Pre-cyclone clean-up are in the process of being approved and printed.

### Street Lighting

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

#### **Number of Lights Found not to be Operational after Audits**

Year	April	May	June
2013	69	-	42
2014	91	-	52
2015	57	-	26



### **1.4 Recreation**

- Shade sail was installed over the play equipment in Bill Lewis Park.
- Installation of telemetry controllers along The Boulevard was completed.

*Note: The projects above were funded by the Capital Works program 2014/15.*

### Walking and Cycling Infrastructure

#### Concrete

- 312m<sup>2</sup> of concrete footpath path was replaced along road reserves and laneways in various locations.
- 82m<sup>2</sup> of concrete footpath was replaced in various parks.
- 125m of 1.5 m wide footpath and 7 new pram crossings were installed in various locations under the disability access program.
- 50m edge drop off has been repaired.

#### Asphalt

- 17m<sup>2</sup> of asphalt footpath was replaced along road reserves and various laneways.
- 70m of edge-patching was done on asphalt footpath along Forrest Parade.

- 135.7m<sup>2</sup> of asphalt footpath was replaced in parks across the municipality.

#### Parks, Gardens and Playgrounds

- A total of 76 open space/park inspections were carried out during the reporting period (*in addition to contract landscape maintenance personnel reporting observations*).
- 83 locations were visited by staff to inspect areas for compliance under the current contract arrangements in regard to mowing activities.
- 42 safety inspections were undertaken by staff on play equipment (*in addition to contracted playground maintenance service*).
- 51 requests were received from residents to inspect trees throughout the municipality.
- 103 locations required tree works to be undertaken.
- 65 Customer Action Requests and numerous phone call were received regarding irrigation.
- A total of 214 audit sites and 183 repair sites were carried out on irrigation systems during the reporting period.

#### Streetscapes and Open Spaces

- Street tree pruning program was carried out in Gray.
- Irrigation maintenance and repairs were carried out along Temple Tce.
- Re-connection of existing irrigation system to water supply after The Boulevard construction was completed.
- Irrigation controllers damaged by lighting were carried out in 10 different locations.

3. ENVIRONMENT & INFRASTRUCTURE

The following developments/constructions occurred during the reporting period.

Date Received	PA Number	Lot No.	Address	Development Description	Development Type	Value
7/04/2015	PA2015/0226	Lot 12087	Zuccoli	Temporary sales office and display village (including 13 display homes) and associated car parking	Sales Office/Car Park	\$70,000
7/04/2015	PA2015/0210	Lot 10460	4 Betano Street, Johnston	Carport addition to an existing single dwelling with a reduced side setback	Carport	\$12,000
7/04/2015	PA2015/0230	Lot 10026 and Lot 9635	15 The Boulevard and 1 Palmerston Circuit, Palmerston	50 x 1, 121 x 2 and 17 x 3 bedroom multiple dwellings (including 22 serviced apartments), 168 motel suites, shops and offices in a 17 storey building comprising 3 towers in 3 stages, plus one basement level	MD, Motel, Shops, Office	\$90,000,000
7/04/2015	PA2015/0242	Lot 4028	19 Flockhart Drive, Marlow Lagoon	Shed addition to an existing single dwelling with reduced side and rear setbacks	Shed	\$22,000
10/04/2015	PA2015/0255	Lot 9109	7 Delissaville Place, Rosebery	Verandah addition to an existing single dwelling with a reduced side setback	Verandah	\$18,259
10/04/2015	PA2015/0238	Lot 6533	2 Pinanga Court, Durack	Verandah addition to an existing single dwelling with a reduced side setback	Verandah	\$12,000
17/04/2015	PA2015/0248	Unit 11065	Apt 25, 121 Flynn Cct, Bellamack	Verandah addition and extensions to existing multiple dwelling (Unit 25)	Verandah	\$20,000
24/04/2015	PA2015/0275	Lot 4534	1 Frances Drive, Palmerston	Alterations and additions to existing restaurant	Restaurant	\$300,000
24/04/2015	PA2015/0231	Lot 11295	23 Polglase Circuit, Johnston	2 x 3 Bedroom Multiple Dwellings in a Single Storey Building	MD	\$430,000
24/04/2015	PA2015/0028	Lot 6530	5 Pinanga Court, Durack	Demountable with a reduced side setback	Demountable	\$5,000
28/04/2015	PA2015/0295	Lot 11320	19 Currie Crescent, Johnston	Single dwelling with a reduced front setback	SD	\$750,000
29/04/2015	PA2015/0305	Lot 12445	5 George Street, Johnston	Consolidation to create one lot	Consolidation	\$0
1/05/2015	PA2015/0292	Lot 5219	26 Landsborough Street, Bakewell	Carport addition to an existing single dwelling with a reduced front setback	Carport	\$10,000
8/05/2015	PA2015/0319	Lot 12794	Radford Road, Zuccoli	Commercial Centre with shops, restaurants and medical clinic in three single storey buildings	Commercial	\$9,200,000
11/05/2015	PA2015/0317	Lot 9631	25 Latram Ct, Gunn	Shed addition to an existing single dwelling with reduced side and rear setbacks	Shed	\$7,550
15/05/2015	PA2015/0340	Lot 11289	30 Polglase Cct, Johnston	11 x 3 bedroom multiple dwellings in 6 single storey buildings	MD	\$2,700,000
19/05/2015	PA2015/0357	Lot 10489	1 Brisbane Cres, Johnston	Unit title scheme subdivision to create 6 units and common property	UTS	\$0
19/05/2015	PA2015/0356	Lot 10467	22 Stalwart St, Johnston	Unit title Scheme Subdivision to create 10 unit titles and common property	UTS	\$0
21/05/2015	PA2015/0194	Lots 10539, 10541, 10550, 10552, 10555	3, 4 & 7 Gemma Street and 3 & 7 Laurencia Street, Bellamack	Concurrent Application for Rezoning and Subdivision into 10 lots	Rezoning and subdivision	
21/05/2015	PA2015/0354	Lot 1401	69 Driver Ave, Driver	Unit title schemes subdivision to create 20 units and common property	UTS	\$0
29/05/2015	PA2015/0378	Lot 3870	18 Vernier Circuit, Woodroofe	Shed with Reduced Setback	Shed	\$27,192
29/05/2015	PA2015/0382	Lot 12484	64 Brook Circuit, Zuccoli	Single Dwelling With Reduced Setbacks	SD	\$1
29/05/2015	PA2015/0383	Lot 12503	51 Brook Circuit, Zuccoli	Single Dwelling With Reduced Setbacks	SD	\$100,000
29/05/2015	PA2015/0379	Lot 45	51 Noltenius Circuit, Gray	Verandah addition to an existing multiple dwelling (unit 2) with reduced side setback	Verandah	\$15,000
29/05/2015	PA2015/0371	Lot 12728	2 Gumman Court, Zuccoli	2 x 3 bedroom multiple dwellings in a single storey building	MD	\$500,000
5/06/2015	PA2015/0414	Lots 11037, 7765, 7766	5, 11, 15 Yarrawonga Road, Yarrawonga	Gateway Stage 1	Commerical, Shops, Leisure and Recreation	\$4,900,000
5/06/2015	PA2015/0415	Lots 7765	5 Yarrawonga Road, Yarrawonga	Gatewat Stage 2	Showroom sales, office and restaurant	\$12,000,000
12/06/2015	PA2015/0433	Lot 12502	49 Brook Cct, Zuccoli	Single dwelling with 300mm side setback on zero lot line	SD	\$450,000
12/06/2015	PA2015/0395	Lot 13078	Zuccoli Parade, Zuccoli	Subdivision to create 28 lots	Subdivision	\$0
12/06/2015	PA2015/0421	Lot 6908	3 Packsaddle Road, Marlow Lagoon	Shade structure with reduced side setback	Shade structure	\$30,000
19/06/2015	PA2015/0440	Lot 12443	1 George Street, Johnston	4 X 3 bed MD	MD	\$800,000
19/06/2015	PA2015/0410	Lot 661	27 Bailey Street, Driver	Storage to Independent Unit	Independent Unit	\$1
19/06/2015	PA2015/0445	Lot 9, 8408, 8412, 8631, 8410	231 Roystonea Ave, 14 Cook St, 4 Brennan Ct, 4 Gurd St, and 5 Farrar Bvd, Farrar	Subdivision - 5 into 4 lots	Subdivision	\$35,000
19/06/2015	PA2015/0444	Lot 7766	15 Yarrawonga Road, Yarrawonga	Service Station	Service Station	\$980,000
22/06/2015	PA2015/0451	Lot 5123	59 Woodlake Bvd, Durack	Carport	Carport	\$11,000
23/06/2015	PA2015/0471	Lot 5180	12 Ibis Court, Bakewell	Carport	Carport	\$15,000
26/06/2015	PA2015/0459	Lots 9607, 9610, 5999	6 and 8 The Boulevard & 18 Palmerston Circuit, Palmerston City	Subdivision and consolidation to create one lot and close part of a public road	subdivision	\$16,000
26/06/2015	PA2015/0439	Lot 1128	30 Georgina Crescent, Yarrawonga	Change of Sue from Warehouse to Education establishment	Education Establishment	\$50,000
30/06/2015	PA2015/0478	Lot 8561, 8570	12 and 30 McCourt Road, Yarrawonga	Consolidation to create one lot	Consolidation	\$0
					TOTAL	\$123,486,003

### 3.1 Environmental Sustainability

Staff attended the following workshops, conferences and meetings. Links to Council strategies are shown underlined.

#### APRIL:

- **Eco-Disco Gala in Palmerston 1 April** in association with Keep Australia Beautiful NT and Eco-Schools Australia.  
5 Primary Schools, Rosebery, Parap, Wagaman, Tipperary Station School, Kormilda.

Once called the Big Waste Day Out – the Eco-Disco Gala is a new and more meaningful activity run in conjunction with programs through Eco-Schools Australia.

Each participating School had to develop a waste and recycling presentation message which the students then delivered by dance, drama and/or art to the other schools.

The day was punctuated with an opportunity to dance to disco music while also learning useful Waste and Recycling ways of doing things and how to Keep Australia Beautiful by reducing waste going to landfill and ensuring as much and as many items are recycled.

The City of Palmerston Video of the Eco-Disco Gala was shared with the participating Schools, to Keep Australia Beautiful, Eco-Schools Australia and Eco-Schools International.

As an Australian 'first', the Palmerston day was published in the Eco-Schools International Newsletter along with a link to the video.

Council and Keep Australia Beautiful awarded a Cup to each school for their high standard of participation and the Cup is then used within the Schools for other winning class room Waste and Recycling programs.

*Reference: Sustainability Strategy Objective 6 'Resource recovery, waste and recycling.'  
Reference: Sustainability Strategy Objective 8 'Education and Community Engagement'.*

- **Environment Network Meeting 17 April (Meet three times a year).**

Council's Environment and Climate Change Strategic Planner meets with other Council and associated environmental organisations to share information and link with collective ways to enhance community engagement through activities, some undertaken individually within municipalities and others which can be shared as a larger event – e.g. Sustainability Festival, Tropical Gardens Spectacular.

*Reference: Objective 4: 'Local Natural Environment' and Objective 8: 'Education and Community Engagement'.*

- **Tips Ideas and Technology for Sustainable Living April Edition**

A monthly Newsletter from Council's Environment and Climate Change Strategic Planner giving local, regional, national and international information of Government and Non-Government Organisations research and new technologies; environmental activities that are available for participation and

updates on useful, practical ideas for energy and water savings that can be achieved at work and in homes and businesses.

*Reference: Sustainability Strategy Objective 8 'Education and Community Engagement'*

## **MAY:**

- **Conservation Area Planning meeting 7 May**

The Greater Darwin Region – Conservation Action Planning (CAP) Workshops:

The Greater Darwin Region faces enormous developmental pressures from rapid urban expansion, intensified horticulture/agriculture, increased Defence infrastructure, expansion of LNG and increased recreational activities such as hunting and off road vehicles. Many of these activities exacerbate existing problems with weeds, fire and feral animals. They all impact on the extent, connectivity and condition of native vegetation.

The NT Planning Commission, in recognising this, commenced development of a Greater Darwin Regional Land Use Plan. Early public comment on the brief highlighted community concerns about “the importance of a vision for the future including an innovative and resilient economy, and sustainability and protection of our unique environment and lifestyle”. There are opportunities now to ensure that adequate planning retains vegetation and corridors important to biodiversity and to meet the community aspirations to protect environment and lifestyle.

Three CAP Workshops have been held and covered:

CAP Workshop 1 – Identify Conservation Assets, Nested Assets and Distribution

CAP Workshop 2 – Identify Current Condition and Threats

CAP Workshop 3 – Determine Conservation Goals, Strategies, Key Actions and Monitoring Program

Local Government, NT Government Departments, NGO's, Developers, Industry Groups and Regional Environmental and Rangers representatives have worked well with what is near completion and is going to the NT Planning Commission for consideration with the Darwin Regional Land Use Plan 2015.

*Reference: Sustainability Strategy Objective 1: 'Sustainable policy, leadership and reporting'; Objective 8: 'Education and Community Engagement' and 'Objective 9: Sustainable Communities'.*

- **Tips Ideas and Technology for Sustainable Living May Edition**

A monthly Newsletter from Council's Environment and Climate Change Strategic Planner giving local, regional, national and international information of Government and Non-Government Organisations research and new technologies; environmental activities that are available for participation and updates on useful, practical ideas for energy and water savings that can be achieved at work and in homes and businesses.

*Reference: Sustainability Strategy Objective 8 'Education and Community Engagement'*

## JUNE:

- **Greening Australia NT re future potentials at Archer.**

There will be an opportunity with the development of Archer Waste and Recycling Recovery Centre – and particularly in the Recycling area to provide more facilities to enhance operations. Considerations of what would best suit City of Palmerston includes discussion of plant nursery, education centre and on-the-spot reuse of some of the delivered recycling materials. Discussion in this regard are being pursued with a variety of potentials. The current status of the additional land at Archer has some final sign off to happen between the NTG and Council. While that is happening and with what is able to be progressed the current status at Archer sees:

- Perimeter fence and security gates currently being constructed.
- Firebreak is completed
- Design and documentation for the internal roads, stormwater and services is being done by Wallbridge and Gillbert.

Reference: Sustainability Strategy Objective 2: 'Financial Sustainability'; Objective 3: 'Climate Change, greenhouse and energy' and Objective 6: 'Resource recovery, waste and recycling'.

- **Tips Ideas and Technology for Sustainable Living June Edition**

A monthly Newsletter from Council's Environment and Climate Change Strategic Planner giving local, regional, national and international information of Government and Non-Government Organisations research and new technologies; environmental activities that are available for participation and updates on useful, practical ideas for energy and water savings that can be achieved at work and in homes and businesses.

Reference: Sustainability Strategy Objective 8 'Education and Community Engagement'

- **"Changeology" Workshop CDU 15 June**

Territory NRM arranged for Les Robinson of "Changeology" to run a workshop at CDU for those working with and studying natural resource management and community development. How to Enable Groups, Communities and Societies to do things they've never done before is required to get concepts to action. Attendance was part of a series of free workshops being attended by Governments, Universities, Non-Government Organisations and to work regionally for greater community connectedness and in building community confidence.

Reference: Sustainability Strategy Objective 8: 'Education and Community Engagement'

- **ANZAC Living Memorials 18 June— Council/Telstra/Conservation Volunteers Australia – first of four days plantings at Sanctuary Lakes.**

Across 2015-18 Conservation Volunteers will commemorate the Anzac Centenary, marking 100 years since our involvement in the First World War by creating 100 living memorials across Australia and New Zealand through their Anzac Living Memorials program. The program aims to support locally driven activities that engage the community in commemorative events that are linked to our Anzac history – Gallipoli to Afghanistan.

Individuals and community groups were invited to nominate projects for consideration. They could be new or existing projects in the community requiring additional community engagement and support. Conservation

Volunteers sought funding from corporate partners to support the ALM and Telstra came on board.

The City of Palmerston who provided an Expression of Interest was chosen to be the Northern Territory location for participation in the Program with four days planting. One day's planting was required to be undertaken before the 30 June with the rest to be completed in the Wet Season 2015. Regional staff from Conservation Volunteers Australia are the providers of the arrangements and Telstra arranged volunteer hours provided by their staff and are paying for the planting stock. Council is pleased to be working in partnership on this program and filming and interviews with the June 18 event are now available on Council's website/Youtube links.

Reference: Sustainability Strategy Objective 4: 'Local Natural Environment'; 'Objective 8: Education and Community Engagement'.

- **PowerWater 'Living Water Smart'** Discussion and delivery of 1<sup>st</sup> Water Audit Report – Civic Plaza 22 June

Council has taken the opportunity to undertake free Water Audits being provided through the PowerWater 'Living Water Smart' program. To date an audit has been undertaken at Civic Plaza with other Council assets programmed to be rolled out over the forthcoming months. Reports from the audits will provide Council with an accurate account of water use, where there could be additional savings and where there are found to be any leaks or other issues these will be identified along with suggested solutions for consideration by Technical Service staff.

Reference: Sustainability Strategy Objective 1: 'Sustainable policy, leadership and reporting'; Objective 3 'Climate change, greenhouse and energy'; Objective 5: 'Water conservation and water quality'; Objective 7: 'Buildings, infrastructure and Planning'; Objective 8: 'Education and community engagement'.

- **Territory NRM Planning Forum** 26 June – Darwin

Regional natural resource management (NRM) is about the planning and delivery of programs that support healthy and productive country, viable communities and sustainable industries.

There are 56 regional NRM Organisations cover all of Australia and its estuarine and coastal areas. Many have been in existence since the mid-1990s. While they have different constitutions (some are established by State Governments others through relevant Community Associations legislation and one, Ocean Watch, by the seafood industry) they have all been recognised as regional NRM organisations by the Federal Government as part of the Natural Heritage Trust and its successor programs including the National Landcare Program.

All regional NRM organisations are governed by Boards of directors that represent their community's NRM perspectives and priorities. Boards are appointed by State/Territory governments in South Australia, New South Wales, Victoria, and elected or appointed by the community/stakeholders in Western Australia, Tasmania, Queensland, the Northern Territory and Ocean Watch. The ACT government is the regional NRM organisation for that Territory and has appointed an advisory committee to assist the department.



Of the 56, there is only one regional NRM organisation in the Northern Territory and that is Territory NRM.

#### The Planning Forum

NRM Planning Practice was the principle theme of the Forum – with presentations from groups and organisations to work with and assist development of the Draft NT. NRM Plan – Top End Regional Action Plan.

*Reference: Sustainability Strategy Objective 1: 'Sustainable policy, leadership and reporting'; Objective 9: 'Sustainable Communities'*

### **3.2 Assets and Infrastructure**

#### Roads

- 113 potholes were repaired across the municipality with hot mix.
- 195.38m<sup>2</sup> of various roads were reconstructed across the municipality. In addition to this, 368.2m<sup>2</sup> of Essington Avenue was reconstructed. A total of 391m<sup>2</sup> was reconstructed in Lobelia Court and the general waste parking area at Archer Waste Transfer Station.
- 75m of subsoil drainage was constructed along various roads.
- A total of 18m of kerbing and guttering was replaced in various suburbs.
- Reseal works were carried out as per the TS2015-01 Reseal Contract. A total of 9095m<sup>2</sup> profiling and asphaltting works and 21,790m<sup>2</sup> spray seal works were undertaken.
- Indented garbage bay was constructed along Forrest parade opposite Bakewell Primary School.

#### Line Marking

- New line marking has been installed at 5 intersections in various suburbs.
- New Line marking has been installed along Farrar Boulevard; Maurice Terrace and Inverway circuit.
- Car park next to Palmerston shopping centre remarked after pavement works.

#### Signage

- 48 street signs have been replaced in various locations.
- 37 street signs have been repaired and reinstated in various locations.
- Graffiti has been removed from 12 signs at various locations.

#### Fencing/Bollards

- 3 fence panels have been replaced in various locations.
- 28 new fence panels have been installed in various locations.

- 8 new bollards were installed at various locations.

#### Bridges

- 2 bridges at Lakeview Boulevard, Gunn have been painted.

#### Driveways

- 25 new driveways have been constructed in various locations.
- 9 damaged driveways have been replaced in various locations.
- 74 permits were issued to construct driveways in various locations.
- 123 Driveway plans were approved.

#### Stormwater Infrastructure

- 8 stormwater pit lids were reinstated and 8 stormwater pit lids were replaced.
- Pit bars in 8 stormwater pits were repaired.
- Bolts and grates were repaired and replaced in 11 secured stormwater pits.
- Inlets of 7 blocked side entry pits were cleaned at various locations.
- 5 stormwater pipe drains were cleaned in various locations.
- 1 new invert has been constructed at the end of Illamurta Court, Gunn.
- Stormwater Design has been received for Baban Place.

#### Street Sweeping

- 75.95 km of Minor Roads were swept across 11 suburbs.
- 35.6 km of sub-arterial and distributor roads were swept.
- All footpaths, roads and car parks of whole CBD area have been swept 13 times.
- All footpaths/ cycle paths across the municipality have been swept three times.

#### Various Others

- 2 New Flag Poles and 1 Howitzer Cannon installed in Memorial Park in time for ANZAC Day.
- Power upgrades completed for the switchboard in Francis Drive for the markets.

#### Subdivision and Development

- Final Copy of New Subdivision Guidelines Received.
- Title issued for Zuccoli Mitchell Creek Green Stage 2B.

## Council Buildings and Facilities

All sites –

- 3 Monthly Audits for Fire Services were undertaken.

Aquatic Centre –

### **Main Building:**

- 3 monthly services of Air Conditioner were undertaken.
- Replaced existing APAC unit on the roof with an Air Conditioner 15kw unit using existing duct and platform.
- Phone line for The Life Style Studio was repaired.
- Minor leakage repairs were done on male staff toilet and female pool deck change room.
- Replaced 72 ceiling tiles around the gymnasium hall and office room.
- Maintenance of the faulty PSTN wiring was undertaken.
- Checked & repaired the sprinklers around the facilities.
- Residual-current device (RCD) testing for aquatic centre was done.
- 16 light covers were installed at gym and karate hall.
- 2 second clocks were replaced.

### **Swimming Pool:**

- 3 Monthly Service of the Pool was undertaken.
- Works carried out to rectify big noise coming out of the pulleys on drive wires to retractable shade at the main pool.
- Repainted the faded mushroom head at the kids pool.
- Replaced 3 triangular shape shades that cover the kids pool.
- Kids pool stairs were re-painted.
- 2 treads of main swimming pool ladder deck was replaced.
- Reinstated the loose tiles around the main pool.
- Replaced a section of concrete at steps near kids pool.
- Replaced 1000w Ballast, Igniters, fuses in base for 2 pool flood lights, 70w igniter, 18w fluorescent for small post top lights.

**Pump House:**

- 3 Monthly services for the plants in the pump house were undertaken.
- 1 Backwash valve was repaired.

**Library –**

- 3 monthly services of Air Conditioner.
- 1 Broken safety glass for window replaced.
- Plumbing repair works in toilet fixtures.
- High walls and ceiling in the foyer area were cleaned thoroughly.
- All the exterior and interior window was cleaned.
- Refurbishment works carried out in Library Manager's Office with installation of new furniture.
- Installed 8 plates to block the floor power outlets at different areas.
- Residual-current device (RCD) testing was done.
- Replaced the vandalised door push button next to staff entrance door.
- Replaced 16 florescent light.

**Civic Plaza –**

- 3 monthly services of Air Conditioner.
- Scheduled quarterly pest control was carried out.
- Replaced the main entrance (next to reception) digital lock.
- Emergency light in the lift was replaced.
- Kitchen vinyl floor was stripped and sealed.
- Replaced 14 executive chairs at chambers.
- Pressure cleaned smoking area.
- Residual-current device (RCD) testing for Civic Plaza building was done.
- 9 flickering florescent lights were replaced.
- 2 surge protectors were installed at media room general power outlet to protect the media equipment for any damage due to fluctuation in power.

#### Driver Resource Centre –

- 1 monthly service of Air Conditioner.
- Scheduled quarterly pest control was carried out.
- Irrigation system was repaired.
- Replaced 1 broken security drop gate lock.
- Residual-current device (RCD) testing was done.

#### Gray Community Hall –

- 1 monthly service of Air Conditioner.
- Exterior painting of the building was done with matching existing colour.
- Scheduled quarterly pest control was carried out.
- The entire exterior and interior window was cleaned, which included pressure cleaning of all screens and frames.
- Broken flushing cistern was replaced in the men's toilet.
- 2 safety windows that were cracked were replaced.
- All the tables, chairs and 7 fans were cleaned and sanitized.
- A mesh was installed behind the black fence bar to stop unauthorised entry to the community garden.
- Removed 23 old chairs from the hall to depot shed.
- Residual-current device (RCD) testing was done.

#### Recreation Centre –

- 3 monthly services of Air Conditioner.
- AC circuit fault causing frequent air conditioning system shutting was repaired.
- 31kg of refrigerant was charged in the new system AC3.
- Minor plumbing maintenance were done on toilets at recreation centre.
- Repairs on HRU unit were undertaken.
- Lock system at rear car fence was refixed.
- Graffiti from external wall bedside the outdoor basketball hoop was overpainted.

- Foyer circular lights and hall way circular non-working light were repaired

#### Marlow Lagoon Toilet –

- Faulty circuit breaker for the Exceloo was replaced.
- Old toilet amenities have been locked up permanently.

#### Council Depot -

- 1 monthly service of Air Conditioner and maintenance to aircon at incubator was done.
- Scheduled quarterly pest control was carried out.
- Water tap outside the shed was replaced.
- Flushing cistern at shed toilet was replaced.
- Dog pound gates were repaired.
- Automatic gate has been repaired.
- The big air conditioner duct/box lying in Depot compound has been removed.
- Residual-current device (RCD) testing was done

### Inspection of Secured Stormwater Drains

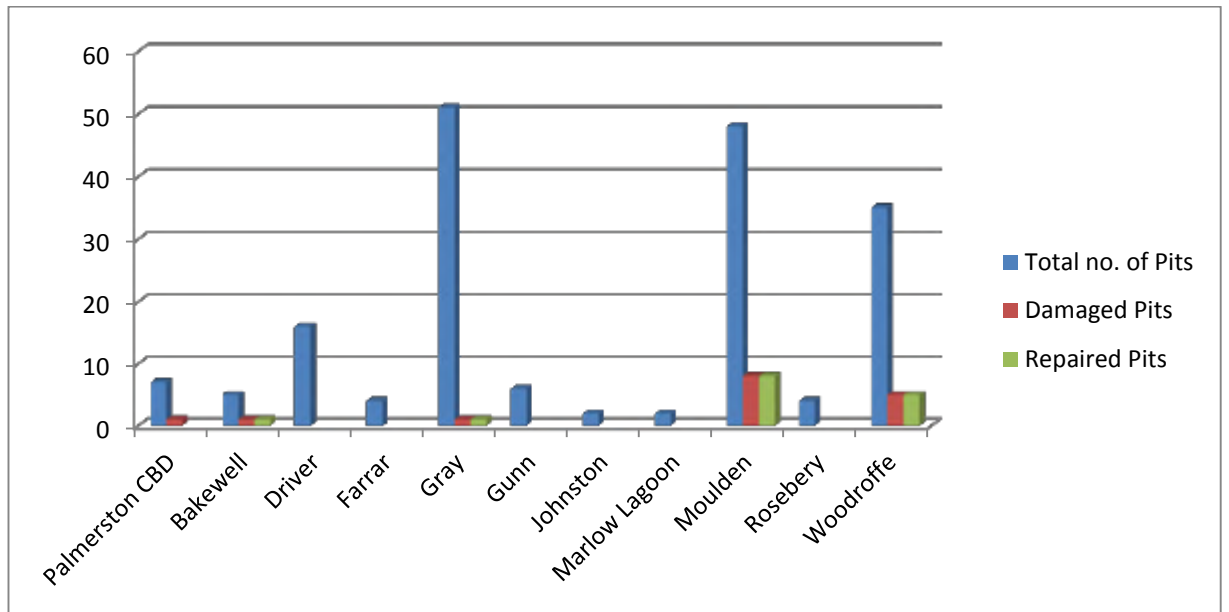
The second inspection of secured stormwater drains across the municipality for the year 2015 has been completed during the dry season.

All defects identified in relation to nuts, bolts and straps of secured drains have been repaired.

**Table 1: Summary of Secured Stormwater Drain inspections and repairs April to June 2015**

Descriptions	Total no. of Pits	Damaged Pits	Repaired Pits
Palmerston CBD	7	1	0
Bakewell	5	1	1
Driver	16	0	n/a
Farrar	4	0	n/a
Gray	51	1	1
Gunn	6	0	n/a
Johnston	2	0	n/a
Marlow Lagoon	2	0	n/a
Moulden	48	8	8
Rosebery	4	0	n/a
Woodroffe	35	5	5

**Graph 1: Summary of Secured Stormwater Drain repairs**

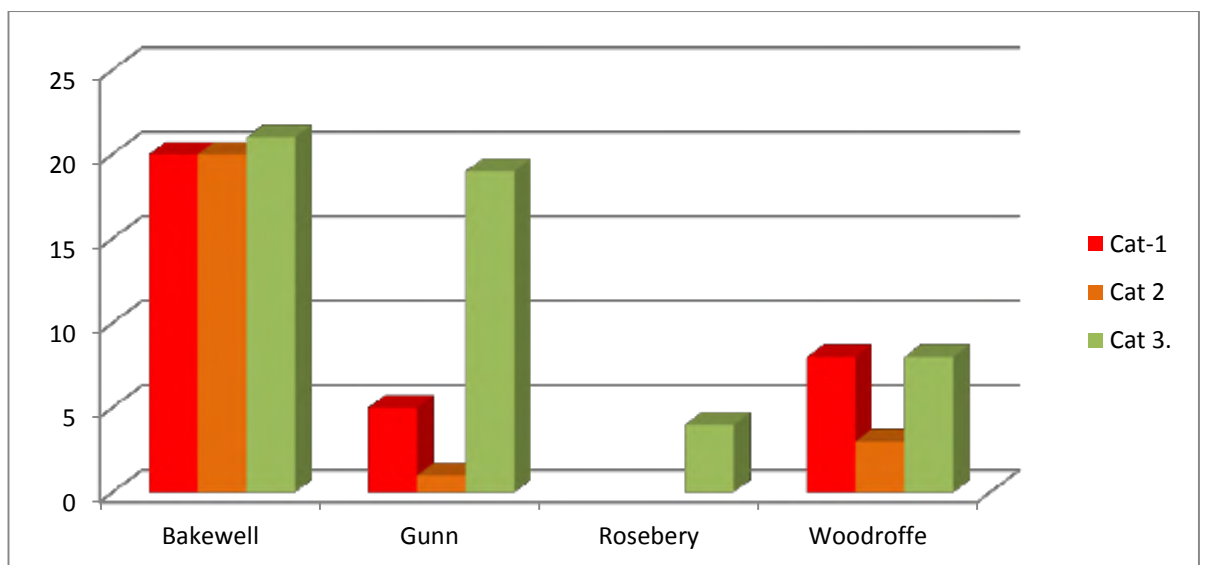


**Note:** Secured drains have been defined as those fitted with metal straps and/or nuts and bolts in place to secure the lid or access to the drain.

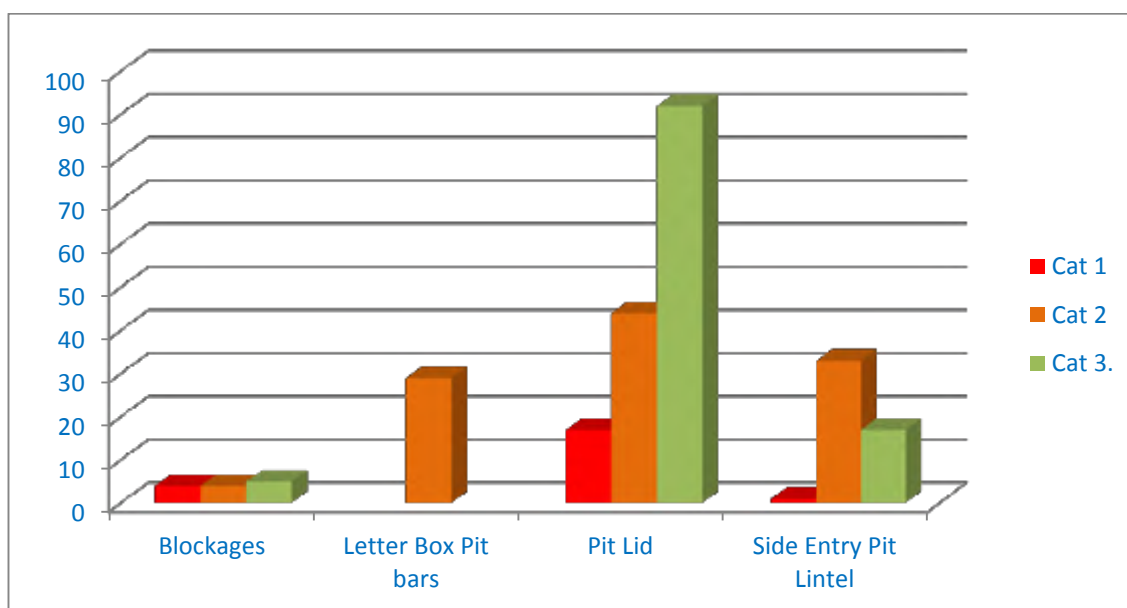
### Inspection of not Secured Stormwater Drains in accordance with Council's Risk Based Infrastructure Inspection Manual

Stormwater pits in Bakewell, Gunn, Rosebery and Woodroffe area were inspected during the quarter.

**Graph 2: Summary of not secured stormwater drain inspection reports suburb wise**



**Graph 3: Summary of not secured stormwater drain inspection defects wise**



**Note:**

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

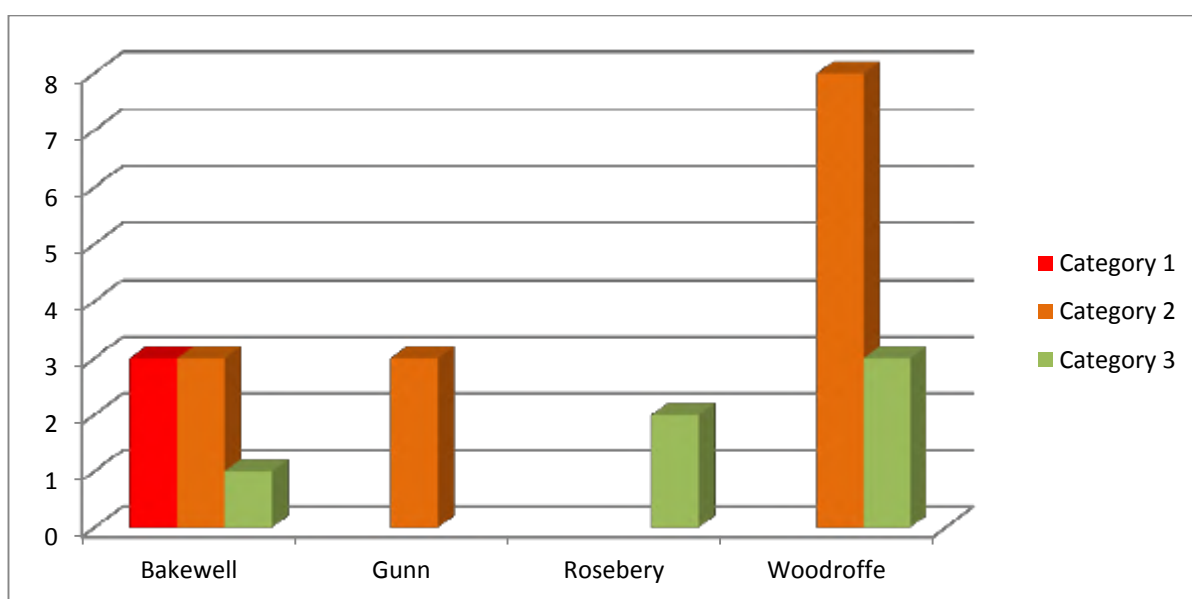
**Category 2** – Defects not posing immediate hazards to users but need to be monitored if they escalate to the Category 1.

**Category 3** – Safe and fit for purpose

**Road Inspections**

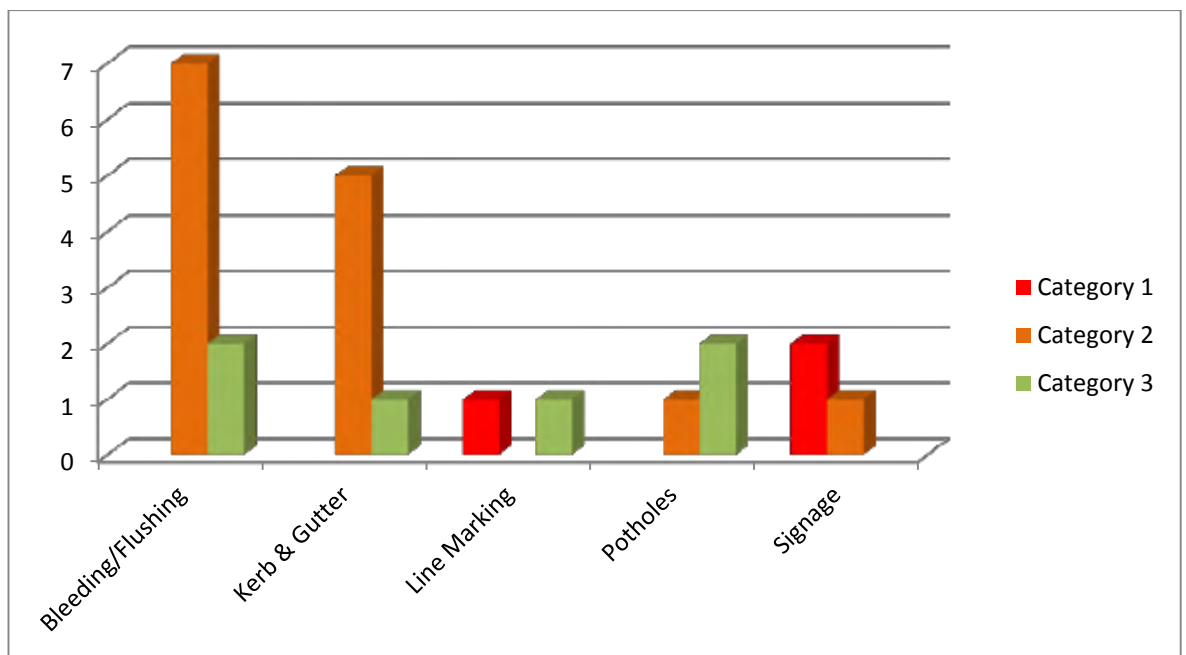
Road inspections have been completed in Bakewell, Gunn, Rosebery and Woodroffe.

**Graph 5: Summary of road inspections suburb wise**





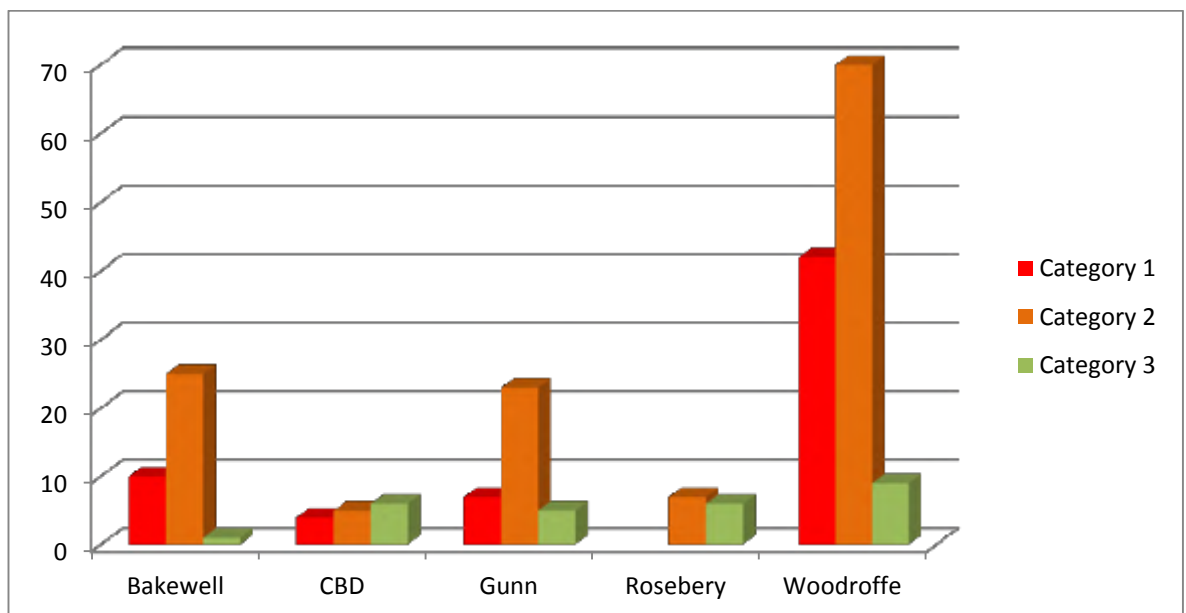
**Graph 4: Summary of road inspection reports by defect type**



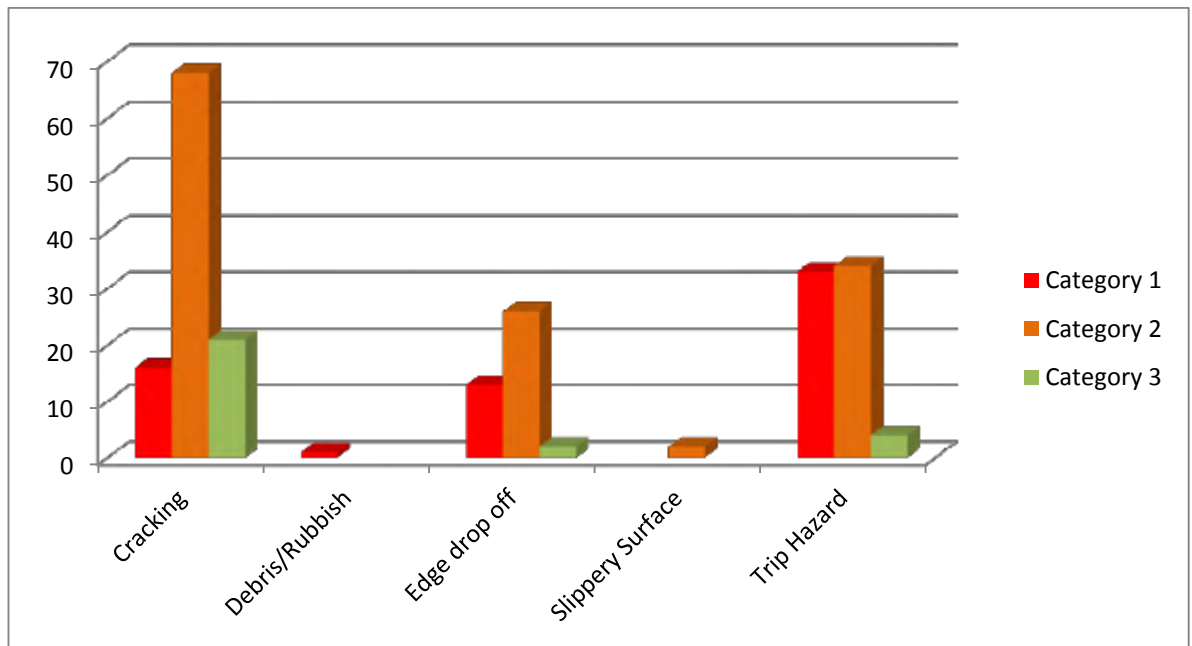
### Footpath Inspections

During the quarter, inspections of footpaths were carried out in the Bakewell, CBD, Gunn, Rosebery and Woodroffe.

**Graph 7: Summary of footpath inspections suburb wise**



**Graph 6: Summary of footpath inspections by defect type**



### 3.3 Waste

#### Kerbside Waste Collection and Recycling

- 1835.9 tonnes of domestic waste was recorded.
- 411.6 tonnes of recyclable waste was recorded.
- There were 97 requests for new bin services, 54 stolen bins and 217 damaged bins.

#### Hard and Green Waste Facilities

##### Breakup recorded

- 24.3 tonnes of paper/cardboard.
- 134.9 tonnes of steel/metal.
- 14.7 tonnes of batteries.
- 0.13 tonnes of aluminium cans.
- 15 bins (240L) of clear glass.
- 13 bins (240L) of brown glass.
- 13 bins (240L) of green glass.
- 15 bins (240L) of plastic containers.
- 23 bins (240L) of small electronics.
- 3200 litres of oil.
- 91 litres of paint.

##### Green Waste

- Breakup recorded
  - 1127.5m<sup>3</sup> of mulch was sold during the reporting period.

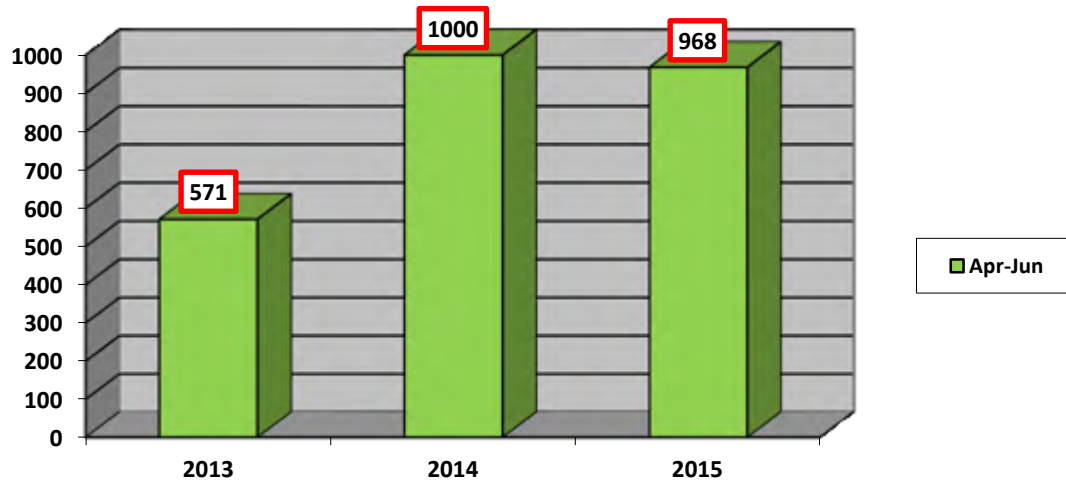
## GOVERNANCE & ORGANISATION

### 4.1 Service

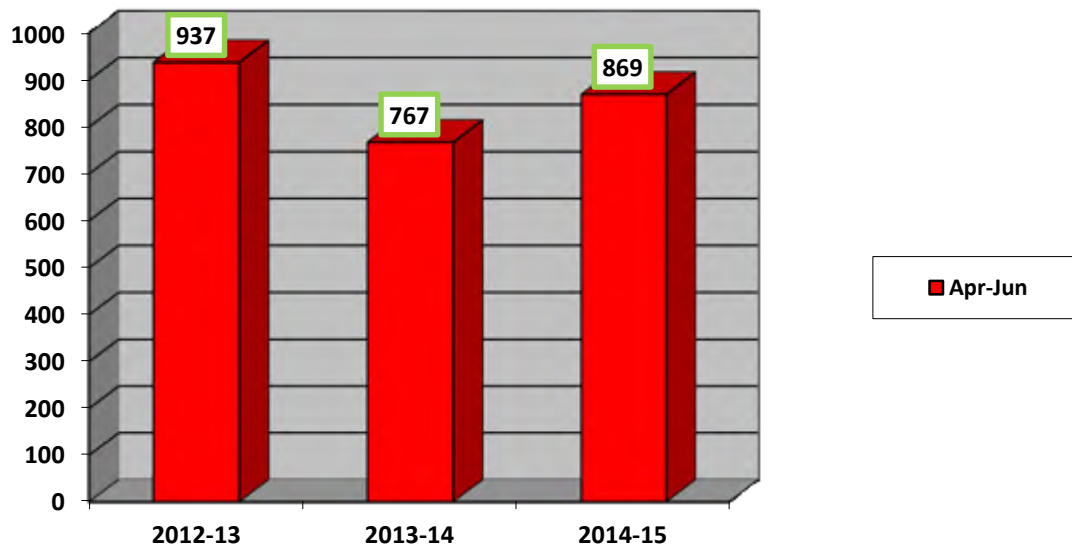
#### Customer Service Standards

A total of 968 requests/complaints were received within Technical Services and recorded in NAV throughout the reporting period. *These figures do not include all general phone call enquiries received by staff or requests/complaints recorded in InfoXpert.*

**Total Number of Customer Action Requests Recorded  
April to June**



**Total Number of Instructions to Contractors issued  
April to June**



## 4.2 People

### Technical Services Human Resources and Workforce Development

- Number of staff members who are currently undertaking work related study.

*Nothing to report*

- Number of staff who attended training and what course.
  - One staff member attended Procurement Training provided by LGANT on 15 May.
  - A staff member from the Technical Services team competed with the 2015 City of Palmerston LGMA team in Darwin and Melbourne.
  - Two staff members from Open Spaces attended training on 1<sup>st</sup> & 2<sup>nd</sup> June. The training was provided by PowerWater and the subjects covered were;
    - Troubleshoot Irrigation Systems
    - Measure Irrigation Delivery System Performance
    - Operate Pressured Irrigation Systems
  - Director Technical Services and Major Projects Officer attended the 2015 IPWEA Conference in New Zealand, which was held from 7-11 June.
  - Two staff members from the Ranger Services section attended Performance Management training in Brisbane, June 2015.
- Number of staff members employed/resigned during the period.
  - Asset Inspection Officer resigned in June.
  - Technical Services Officer resigned in June.

### **Financial Implications:**

Nil

### **Legislation / Policy:**

Nil

### **RECOMMENDATION**

THAT Council receives Report Number 8/0707.

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

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

**Schedule of Attachments:**

Nil

**ITEM NO.** 12.3.3      **LGANT Executive Minutes – 18 August 2015**

**FROM:** Chief Executive Officer

**REPORT NUMBER:** 8/0728

**MEETING DATE:** 1 September 2015

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**Municipal Plan:**

**4. Governance & Organisation**

**4.3 People**

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

**Summary:**

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

**General:**

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

The draft minutes of the Executive Meeting held Tuesday, 18 August 2015 are attached for information.

**Financial Implications:**

Nil

**Policy / Legislation:**

Nil

**RECOMMENDATION**

THAT Council receives Report Number 8/0728.

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

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

**Schedule of Attachments:**

Attachment A: LGANT Executive Meeting Draft Minutes – 18 August 2015

**LOCAL GOVERNMENT ASSOCIATION  
OF THE NORTHERN TERRITORY**

**MINUTES OF THE LGANT EXECUTIVE MEETING  
HELD ON FRIDAY 18 AUGUST 2015 IN THE LGANT OFFICE  
COMMENCING AT 9:40AM**

**1. PERSONS PRESENT AT THE MEETING OR ON THE TELEPHONE**

Mayor Damien Ryan	President ( <i>telephone</i> )
Mayor Tony Jack	Vice-President – Regional & Shires
Alderman Jeanette Anictomatis	Vice-President – Municipal
Mayor Fay Miller	Executive – Municipal ( <i>telephone</i> )
Councillor Greg Sharman	Executive – Regional & Shires ( <i>telephone</i> )
Alderman Bob Elix	Executive – Municipal
Mayor Lothar Siebert	Executive – Regional & Shires
<b>IN ATTENDANCE:</b>	
Peter McLinden	LGANT
David Jan	LGANT
Elaine McLeod	LGANT (Secretariat)

**2. APOLOGIES FROM MEMBERS WHO WERE ABSENT FROM THE MEETING**

Tony Tapsell	LGANT CEO
President Barb Shaw	Executive – Regional & Shires

**RESOLUTION**

That members:

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

**Moved: Mayor Siebert**

**Seconded: Mayor Miller**

**Carried**

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

**4. CONFIRMATION OF THE MINUTES OF THE PREVIOUS MEETING**

**RESOLUTION**

THAT the minutes of the previous Executive meetings held on Tuesday 21 July 2015 be confirmed as a true and correct record of that meeting.

**Moved: Alderman Elix**

**Seconded: Councillor Sharman**

**Carried**

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

**RESOLUTION**

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

**Moved: Mayor Jack**

**Seconded: Alderman Anictomatis**

**Carried**

**LOCAL GOVERNMENT ASSOCIATION  
OF THE NORTHERN TERRITORY**

**6. DECISIONS THE EXECUTIVE IS BEING ASKED TO MAKE THIS MEETING****1. LGANT Financial Reports for 31 July 2015****Recent History**

This report is made up of:

2. Debtors trial balance, breakup and ledger
3. Statement of cash flows to
4. Statement of financial position
5. Monthly function report
6. Bank statements
7. Explanation of ratios
7. List of Payments
8. Credit Card Payments

**Discussion**

Members noted the reports.

**RESOLUTION**

THAT the Executive receives and adopts the financial reports for 31 July 2015.

**Moved:** Alderman Anictomatis

**Seconded:** Mayor Miller

**Carried**

**6.2 LGANT Indigenous Reference Group****Recent History**

- CEO Forum resolution – *That the CEO Forum agrees to work towards the development of Reconciliation Action Plans.*
- General meeting resolution 16/04/15 – *That delegates endorse the establishment of a LGANT Indigenous Reference Group with the terms of reference and membership be referred to the next LGANT general meeting.*
- Executive meeting 23/06/15; 21/07/15.

**Discussion**

Members felt it is up to each council to ensure elected members receive appropriate training. It was mentioned that LGANT also provides governance training.

Members agreed:

- to defer this decision until after Mayor Jack and President Shaw have discussed the issue and that they talk about this at the next meeting
- that the words '*could simply be*' and '*time, skills and desire*' be removed from the business paper
- that five members make up the group
- that the terms of reference be attached as a separate document to the business paper.

Members heard that governance around the reference group would be similar to the reference groups that already exist. LGANT will circulate the existing terms of reference to members.

**RESOLUTION**

THAT the Executive defers this issue until the next meeting.

**Moved:** Mayor Siebert

**Seconded:** Mayor Jack

**Carried**



**LOCAL GOVERNMENT ASSOCIATION  
OF THE NORTHERN TERRITORY****6.3 Morgues in Remote Communities****Recent History**

- Executive meeting 19/05/15; 23/06/15; 21/07/15.
- President's letter to Minister Elferink 13/03/15.
- Response from Minister 7/04/15.
- Department of Health representative, Camden Smith gives presentation at the Executive meeting 19/05/15.
- Email from Camden Smith providing details of existing morgue facilities throughout the Northern Territory three of whom are managed by the Victoria Daly, Central Desert and Barkly Regional Councils respectively 21/05/15.
- Email to Camden Smith providing council meeting dates so the Department of Health can attend and consult councils individually on the morgues issue 25/05/15.
- Media release from the Northern Territory Government on funding for morgues 23/06/15.
- Letter and review report of deceased persons facilities from Department of Health to LGANT 28/07/2015.
- Email to the LGANT Executive and council CEOs 10/08/15.

**Discussion**

Members heard that regional councils do take responsibility for their cemeteries but do not want the responsibility of morgues.

**RESOLUTION**

THAT the Executive endorses drafting stronger policies that do not support council involvement in morgues.

**Moved:** Mayor Jack  
**Seconded:** Mayor Siebert  
**Carried**

**6.4 LGANT Operational Policies****Recent History**

A series of draft policies including Work Health and Safety Policy, Privacy Policy, Conflict of Interest Policy, Smoking Policy and Uniform Policy were presented to the Executive on 21 July 2015 and endorsed.

**Discussion**

Members endorsed the operational policies.

**RESOLUTION**

THAT the Executive endorses:

1. the adoption of the presented documents as LGANT operational policies without change
2. the update to references to disciplinary procedures to previously endorsed policies.

**Moved:** Mayor Miller  
**Seconded:** Alderman Anictomatis  
**Carried**

**6.5 Department of Health Grant – Central Australia Waste Project****Recent History**

2013 / 2015 Department Health funding of the Central Australian Waste Management Coordinator position.

### Discussion

Members welcomed the funding and approved the use of the LGANT common seal.

### RESOLUTION

THAT the Executive approves the use of the LGANT common seal on the contract with the Department of Health for the Central Australian Waste Management Coordinator position.

Moved: Councillor Sharman  
Seconded: Alderman Anictomatis  
Carried

## 6.6 Management and Administration Fees Applied to Government Grants – Update of LGANT Policy

### Recent History

- Executive Meeting (1 May 2015) – resolved to adjust LGANT policy to reflect councils charging 24% for administration fees for service delivery grants.
- Executive Meeting (21 July 2015) – resolved that the policy should be reworded to more clearly reflect the intention that administration fees only be applied to service delivery grants and not capital grants, and that the words 'up to 24%' be used in the policy.

### Discussion

Members accepted the changes.

### RESOLUTION

THAT the Executive accepts the proposed changes to the LGANT policy 2.1 (b).

Moved: Mayor Jack  
Seconded: Mayor Siebert  
Carried

## 7. REPORTS ON ACTIONS REQUIRED TO BE DONE FROM THE LAST MEETING

### 7.1 Establishment of an Insurance Scheme Within the NT

#### Recent History

- Finance Reference Group meeting 17/10/14 resolution – *That the Finance Reference Group asks Jardine Lloyd Thompson (JLT) to develop a proposal for local government councils in the Northern Territory.*
- Letter of authority for provision of date from JLT 4/12/14.
- Jardine Discretionary Trust Proposal – Modelling and Preliminary Pricing received 13/02/15.
- Finance Reference Group meeting 24-25/02/15 resolution – *That the Finance Reference Group resolves that the JLT be asked to:*
  - *file further indicative information in relation to costs for each council*
  - *that it be emailed to councils as soon as possible*
  - *that FRG members respond in time for the presentation to the CEO's Forum should the majority be in favour of that option.*
- Executive meeting resolution 19/05/15 – *That the Executive give in principle support to the establishment of an insurance scheme for local government in the Northern Territory.*
- Legal advice obtained on the trust deed 12/06/15.
- Email to JLT advising reasons for not proceeding with the scheme and response from JLT 29-30/06/15.
- Executive meeting 21/07/15.

**Future Action**

Pursue the establishment in the next six months on the group insurance scheme opportunities for the NT.

**Discussion**

Members noted the report.

**7.2 NTG CEOs Acting as Community Champions**

**Recent History**

- Executive meeting 23/06/15 – members requested a list (attached) of communities and their champions.
- Email from Department of Local Government to LGANT staff 9/06/15.
- Executive meeting 21/07/15.
- Departmental forum of CEOs and Mayors and Presidents held on 29/06/15 emphasised need for engagement by councils with community champions.

**Future Action**

Liaise with CEOs from time to time about their involvements with community champions.

**Discussion**

Members noted the report.

**RESOLUTION**

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

**Moved:** Mayor Miller

**Seconded:** Mayor Jack

**Carried**

**8. BUSINESS WHICH ONLY REQUIRES THE EXECUTIVE TO RECEIVE AND NOTE INFORMATION**

**8.1 Local Government Excellence Project Report**

**Recent History**

- Funding approved August 2014.
- Project commenced on 1/09/2014.
- 15/01/2015 First progress report submitted to the Department of Local Government and Community Services.
- 08/05/2015 Meeting with Meeta to discuss the revised budget for 2014/15 and updated service plan for 2015/16.

**Discussion**

Members were told that LGANT is doing a lot of work in Indigenous training through this program. LGANT is putting together a local authority member training video which will be available soon to councils.

There will be a business paper at the next meeting with and update on the service agreement members heard.

**RESOLUTION**

THAT the Executive receives and notes the report on the Local Government Excellence Project.

**Moved:** Alderman Anictomatis

**Seconded:** Mayor Miller

**Carried**

**LOCAL GOVERNMENT ASSOCIATION  
OF THE NORTHERN TERRITORY**

**8.2 Review of the *Local Government Act***

**Recent History**

- Letter from Executive Director, David Willing of the Department of Local Government and Regions ('the Department') to the LGANT CEO:
  - giving notice of the review of the *Local Government Act*
  - requesting representation from LGANT to a working party by 30/01/15
  - asking for submissions to the review to be in by 30/04/15.
- All Executive members provided out-of-session endorsement by 23/01/15 of the LGANT CEO as the LGANT representative on the working party.
- Letters received from Department appointing LGANT President as Chair and CEO to the working group 19/03/15.
- Executive meeting 1/05/15; 19/05/15; 23/06/15.
- Draft LGANT submission approved at the general meeting subject to further changes 16/04/15.
- LGANT submission sent 29/04/15.
- First meeting of the working party was held on 29/07/15.

**Discussion**

Members heard that there were ten main objectives put to this board to discuss and two have been done so far. The next meeting will be held in October 2015.

**RESOLUTION**

THAT the Executive receives and notes the report on the review of the *Local Government Act*.

**Moved:** Mayor Jack  
**Seconded:** Councillor Sharman  
**Carried**

**8.3 LGANT Communications Strategy Action Plan**

**Recent History**

- Discussion at the Executive Meeting 10/03/15 that LGANT will revamp its communications strategy.
- Business Paper 01/05/15 on the development of the LGANT Communications Strategy.
- Business Paper 19/05/15 on the draft LGANT Communications Strategy.
- Executive endorsed the LGANT Communications Strategy 23/06/15.
- Executive meeting 21/07/15.

**Discussion**

Members requested baseline data from MailChimp be provided for the next meeting to track if there has been an increase in readership of the LGANT newsletter and whether the percentage of subscribers opening it has increased.

LGANT will add some photos to the website home page to make it more dynamic.

**RESOLUTION**

THAT the Executive receives and notes LGANT's Communications Action Plan 2015/2016.

**Moved:** Alderman Elix  
**Seconded:** Mayor Jack  
**Carried**

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**9. PRESIDENT'S REPORT**

**9.1 WALGA Conference**

The President gave members a report on the recent WALGA Conference he attended.

Members were told that during the Conference, WALGA President, Mayor Troy Pickard addressed three main topics, namely:

- the freezing of Financial Assistance Grants
- White Papers on the Reform of Federation and Taxation
- agenda for the 2016 Federal Election.

Members also heard that 80% of local government expenditure was now in housing and community, transport and communications, general public services and recreation and culture. This has revealed a change in how local government services are delivered, moving away from infrastructure and spending more on human services. The main sources of revenue for local government<sup>6</sup> were rates(48%), current grants (7%), other grants and fines (27%), the remainder coming from goods and services.

The President will forward a written report on the Conference to members.

**RESOLUTION**

THAT the Executive receives and notes the President's report.

**Moved:** Alderman Elix

**Seconded:** Mayor Jack

**Carried**

**10. BUSINESS FROM PREVIOUS MEETING THAT IS NOT YET FINISHED**

**10.1 Administration & Legislation Advisory Committee**

**Short Term History**

- General meeting resolution – *THAT delegates receive and note the report* 11/05/12.
- General meeting 3/04/14; 6/11/14; 16/04/15.
- Executive meeting 19/05/15; 23/06/15; 21/07/15.
- The ALAC Chair wrote to the Minister on conditionally rateable land 12/05/14.
- Response from the Department 20/05/14 indicating the matter is being considered.
- ALAC meetings 31/10/14, 13/02/15; 7/05/15.
- Action items include:
  - legislative reviews, *Local Government Act, Information Act, Cemeteries Act*
  - disciplinary committees, by-laws, member allowances, morgues, statutory immunity for road authorities.

**Future Action**

Provide progress reports.

**Discussion**

Members noted the report.

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

**Short Term History**

- Executive resolution – *THAT the Executive receives and notes the report on the transfer of local roads from the NT Government to Local Government* 1/10/13.
- LGANT met with Department officers 12/11/14 to discuss the Partnership Board. The Board has never met despite the Chief Minister creating it in August 2012.
- Executive meeting 19/05/15; 23/06/15; 21/07/15.
- Business papers to the FRG (24-25/02/15), ETIRG (26-27/02/15) and CEO Forum (15/04/15)
- Department of Transport CEO delivered presentation at the General Meeting in Tennant Creek 16/04/15 calling on councils to put forward proposals.

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- The Northern Territory and Commonwealth budgets included announcements on:
  - \$5B infrastructure loan facility for Northern Australia
  - \$100M beef roads (many of which are local roads in the NT earmarked for transfer)

All of the above are relevant to this matter.

Councils need to consider their negotiated positions in light of what LGANT has informed council CEOs about the likely finances to do with such transfers.

Additional funds through the Roads to Recovery Program for local roads for the 2015/16 and 2016/17 financial years this includes NT Government local roads.

**Future Action**

LGANT to continue to work with councils regarding the transfer of roads.

**Discussion**

Members noted the report.

**10.3 White Paper on Taxation****Short Term History**

- Tax discussion paper released 30/03/15.
- ALGA submission to the Taxation Issues Paper 26/05/15.
- Executive meeting 23/06/15; 21/07/15.

**Future Action**

Consider putting a submission to the Green Paper once it is released.

**Discussion**

Members noted the report.

**10.4 White Paper for Developing Northern Australia****Short Term History**

- Executive resolution – *THAT the Executive agrees to LGANT lodging a submission on the Green Paper for Developing Northern Australia* 26/06/14.
- Final submission sent 7/08/14.
- Website is: [www.northernaustralia.dpmc.gov.au](http://www.northernaustralia.dpmc.gov.au)
- Executive meeting 19/05/15; 23/06/15; 21/07/15.
- Luke Bowen addressed CEOs, Mayors and Presidents at a meeting convened by the Department of Local Government and Community Services on 29/07/15.

**Future Action**

Monitor the implementation of the White Paper recommendations.

**Discussion**

Members noted the report.

**10.5 Land Development in the Northern Territory****Short Term History**

- Meeting with Department of Lands, Planning and the Environment 5/03/14.
- General meeting resolution – *THAT delegates call on councils to commit to examining proposals to do with land subdivisions from the Department of Lands, Planning and the Environment* 3/04/14.
- Meetings of the reference group 29/05/14; 26/06/14; 6/08/14.
- Draft Subdivision Guidelines tabled at the CEO Forum 19/08/14.
- CEO teleconference 9/09/14.
- ETIRG meeting 12/09/14.
- Executive resolution – *THAT the Executive receives and notes the report on land development in the Northern Territory* 16/09/14.
- Executive meetings 19/05/15; 23/06/15; 21/07/15.

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- General meeting 6/11/14; 16/04/15.
- Director Land and Economic Development spoke at the ETIRG meeting 26/03/15.
- The NTG 2015/16 budget identifies funding to continue with the development of uniform subdivision guidelines in the Northern Territory.

**Future Action**

Await further confirmation from the Department of Planning as to the status of Guidelines.

**Discussion**

Members noted the report.

**10.6 Street Lighting Charges****Short Term History**

- Legal advice received and amendments to the service level agreement (SLA) completed and circulated to councils 14/11/14.
- Executive meeting 19/05/15; 23/06/15; 21/07/15.
- Councils now have a service level agreement they can use for negotiating with Power and Water for streetlight repairs and maintenance.
- This and the industry research work LGANT completed cost \$81 000.
- General meeting resolution – *THAT delegates endorse councils conducting an audit of their street lights to assist them to:*
  - *be better informed on the benefit or not of owning street light assets*
  - *enable them to develop a policy position about the Power and Water Corporation's capital charge 6/11/14.*
- Met with Power and Water CEO John Baskerville on 23/03/15.
- Letter sent 9/04/15 to the Minister for Essential Services calling for the capital charge to commence on 1/12/15 so that SLAs can be entered into beforehand.
- Power and Water is to speak to all municipal councils individually.
- Telephone conference with member councils and Power and Water officers regarding progress of negotiations with individual council 05/08/15.
- Minister's response confirms agreement to defer capital charges for street lighting until December 2015.

**Future Action**

A report will be provided to the Executive at its 18 September 2015 after Power and Water have met with Alice Springs and Litchfield Councils.

**Discussion**

Members noted the report.

**10.7 Constitutional Recognition of Aboriginal and Torres Strait Islander Peoples****Short Term History**

- Evidence provided at inquiry hearing in Darwin 20/08/14.
- Executive resolution – *THAT the Executive endorses the referendum matter being put to the November 2014 general meeting for resolution as LGANT policy and request councils consider passing a resolution in favour of the referendum 16/09/14.*
- General meeting resolution – *THAT delegates approve the draft resolution and LGANT policy on the recognition of Aboriginal and Torres Strait Islander peoples in the Australian Constitution 6/11/14.*
- Executive meeting 19/05/15; 23/06/15; 21/07/15.
- General meeting 16/04/15.
- CEO of Palmerston, Ricki Bruhn advised in an email dated 1/06/15 that council would not consider the matter until the detail of the referendum question had been approved by the government. It is likely that other councils will follow this approach.

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<b>Council</b>	<b>Resolution passed at council meeting on date</b>
East Arnhem Regional Council	6 September 2011
Katherine Town Council	23 September 2014
Central Desert Regional Council	6 December 2014
MacDonnell Regional Council	26 June 2015
West Arnhem Regional Council	10 June 2015

**Future Action**

Follow up with councils if they have passed resolutions. Update LGANT policy statements.

**Discussion**

Members heard that some councils will not consider this matter until the details of the referendum question has been approved by the government.

**10.8 Review of LGANT's Climate Change Policies**

**Short Term History**

- NCCARF Forum 30/09/14 (LGANT represented by City of Palmerston Environment and Climate Change Strategic Planner).
- General meeting resolution – *THAT delegates endorse LGANT developing new policies on climate change and adaptation* 6/11/14.
- Contact WALGA regarding work they have done on policies around climate change.
- Executive meeting 19/05/15; 23/06/15; 21/07/15.
- Draft policy developed and presented at the ETIRG meeting 26/03/15 adopted for forwarding to General Meeting in Tennant Creek.
- Draft policies tabled at Tennant Creek meeting with comments from councils required to be with LGANT before November 2015.
- Waste Management/Climate Change meeting hosted by WALGA and convened by ALGA 20-21/07/15. Formal paper to Executive in September.

**Future Action**

Paper with policies to be tabled at the general meeting in November 2015.

**Discussion**

Members noted the report.

**10.9 2013-14 Local Government National Report**

**Short Term History**

- Letter from Minister for Infrastructure and Regional Development requesting input to the report 12/11/14.
- Executive resolution – *THAT the Executive agree to provide input to the submission following its circulation* 2/12/14.
- Submission sent 16/01/15.
- Executive meeting 19/05/15; 23/06/15; 21/07/15.

**Future Action**

View report on its release.



## Discussion

Members noted the report.

### 10.10 Arts and Cultural Policy Reference Group

#### Short Term History

- Email received from Arts NT, Department of Arts and Museums 28/11/14.
- Expression of interest sent online from the LGANT CEO 2/12/14.
- Executive meeting 11/05/15; 19/05/15; 23/06/15.
- Letter from CEO Department of Arts & Museums 24/05/15.
- Angela Hill (Director NT Arts) advised:
  - representatives on the group have yet to be announced
  - there will be a discussion paper released soon on arts and culture which local government will be invited to comment on
  - forums are planned in regional centres
- Minister's media release on Arts and Cultural Policy Reference Group 8/06/15.

#### Future Action

Put discussion paper to the Executive once it is released. Advise councils of consultation forums.

## Discussion

Members noted the report.

### 10.11 Belyuen, Coomalie, Wagait Local Government Advisory Group

#### Short Term History

- Advisory Group meetings 2/03/15 (Batchelor) and 9/6/15 (Belyuen).
- Progress report provided at Executive meeting 10/03/15.
- Executive meeting 1/05/15; 19/05/15; 23/06/15.
- Members of the Dundee Beach Progress Association were invited to the meeting at Belyuen.
- A report of the meeting of 9/06/15 provides details of outcomes.

#### Future Action

Continue to provide progress reports.

## Discussion

Members noted the report.

### 10.12 National Procurement Network Meeting Report

#### Short Term History

- Local Government National Procurement Network (NPN) charter was agreed to in 1998 with all local government associations (LGAs) being signatories.
- LGANT signed an MOU with Local Buy in Queensland in 2008 which was renewed in 2010.
- The NPN Charter was reviewed and adopted by LGAs in 2011.
- In 2012, legislative changes were introduced to the *NT Local Government (Accounting) Regulations* to allow collective procurement to occur.
- Procurement is identified as an activity within the Local Government Excellence initiative LGANT is funded for by the Department of Local Government and Community Services.
- LGANT actively participates in NPN meetings where possible.
- Through NPN, LGNSW provided training in May 2015 for member council staff on basic procurement processes.
- NPN meeting in Melbourne 26-27/02/15.
- Executive meeting 19/05/15; 23/06/15; 21/07/15.

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- Summary of sales received from Local Buy 22/05/15.

**Future Action**

- Next meeting in Perth in September 2015. Procurement training 24/25 September 2015 is to be hosted by City of Palmerston.

**Discussion**

Members noted the report.

**10.13 Draft Submission on the Cemeteries Act****Short Term History**

- In December 2012, the Department of Local Government and Regions (the Department) released a public discussion paper, *Review of the Cemeteries Act*.
- In February 2013, the LGANT submission on the review was sent to the Department.
- The review was in abeyance from March 2013 to November 2014 while the Department completed further research as well as undertaking consultations with stakeholders.
- Letter from the Department of Local Government and Regions to LGANT President inviting LGANT to lodge another submission on the review of the *Cemeteries Act* 27/11/14.
- Email and draft submission forwarded to members on 29/01/15.
- Business Paper to Executive on 6/02/15.
- LGANT submission sent to the Department of Local Government 13/3/2015
- Executive meeting 19/05/15; 23/06/15; 21/07/15.

**Future Action**

Monitor development of legislation once it is known.

**Discussion**

Members noted the report.

**10.14 Prospective Councillor Workshops****Short Term History**

- Email to councils requesting motions 13/01/15.
- Reminder email to councils 3/03/15.
- Email from Barkly Regional Council 4/03/15.
- General meeting 16/04/15.
- Executive meeting 19/05/15; 23/06/15; 21/07/15.

**Future Action**

Review materials for workshops prior to 2017 Local Government Elections.

**Discussion**

Members noted the report.

**10.15 Disciplinary Committee Process****Short Term History**

- Email to councils requesting motions 13/01/15.
- Reminder email to councils 3/03/15.
- Email from Barkly Regional Council 4/03/15.
- General meeting resolution - *THAT delegates endorse LGANT, through the review committee and ALAC, working with the Department of Local Government to develop an enhanced disciplinary proceedings model which includes the current committee process augmented by the inclusion of other options for councils to legally pursue based on the severity of the dispute* 16/04/15.
- Executive meeting 19/05/15 included advice that this matter will form part of the review of the *Local Government Act*. It was included in LGANT's submission to the review.

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- Executive meeting 23/06/15; 21/07/15.

**Future Action**

Action general meeting resolution.

**Discussion**

Members noted the report.

**10.16 Local Government Long Service Awards****Short Term History**

- General meeting resolution – *That delegates endorse the development of a series of local government service awards for the Northern Territory* 6/11/14.
- Executive meeting 19/05/15; 23/06/15; 21/07/15.
- Guidelines document completed 11/03/15.
- Email to Council CEOs 14/5/15 requesting nominations by 1 October 2015.
- Dedicated web page on LGANT website for the Awards.
- Promoted in the LGANT newsletter.
- Applications received from Alice Springs Town Council 13/07/15.

**Future Action**

Follow up with councils nominations for long service awards.

**Discussion**

Members agreed that deceased persons should be recognised for Long Service at the ceremony. LGANT will update the agenda to include all councils that applications have been received from.

**10.17 Natural Disaster Relief Recovery Arrangement (NDRRA)****Short Term History**

- Executive meeting resolution – *That the Executive approves the NDRRA submission for LGANT over its managed local road network* 1/05/15.
- Executive meeting 19/05/15; 23/06/15; 21/07/15.
- Canteen Creek work is now completed and LGANT will be invoiced for the work shortly.

**Future Action**

Continue remedial work in the East Arnhem Region.

**Discussion**

Members noted the report.

**10.18 Financial Assistance Grants****Short Term History**

- Release of Federal Budget on 13/05/14.
- General meeting resolution – *THAT delegates call upon councils:*
  - (a) *to support the campaign to restore the indexation of the Financial Assistance Grants by highlighting to Federal politicians:*
    - *the absolute need for the Grants*
    - *the losses resulting from the Grants not being indexed*
  - (b) *to agree to work with LGANT to document the many reforms and activities which demonstrate improvements and efficiencies councils are undertaking* 6/11/14.
- Executive meeting 10/03/15; 1/05/15; 19/05/15.
- General meeting resolution – *THAT delegates revoke the current LGANT policy 3.3(a)* 16/04/15.
- Email to CEOs requesting notice of resolutions 12/05/15.
- The resolution that councils have been asked to mirror includes:

*That the Council:*

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1. *Acknowledges the importance of federal funding through the Financial Assistance Grants program for the continued delivery of councils services and infrastructure;*
2. *Acknowledges that the council will receive \$X.Y million in 2014 - 15; and*
3. *Will ensure that this federal funding, and other funding provided by the Federal Government under relevant grant programs, is appropriately identified as Commonwealth grant funding in council publications, including annual reports.*

<b>Council</b>	<b>Resolution passed at council meeting on date</b>
Central Desert Regional Council	6 December 2014
West Arnhem Regional Council	14 January 2015
Victoria Daly Regional Council	28 April 2015
Barkly Regional Council	22 May 2015
East Arnhem Regional Council	29 May 2015
City of Palmerston	2 June 2015
Litchfield Council	18 June 2015
MacDonnell Regional Council	26 June 2015
Alice Springs Town Council	29 June 2015
Roper Gulf Regional Council	22 July 2015

- Executive meeting 23/06/15; 21/07/15.
- Letter from the LGANT President to the NT Treasurer on support for the ALGA President to be present at meetings of Treasurers (Federal, State and Territory) to advance financial matters arising from the COAG meeting of 22/07/15.

**Future Action**

Continue to pursue with councils their work on getting resolutions passed about FAGs and in identifying case studies and projects that FAGs are used for.

**Discussion**

Members noted the report.

**10.19 Election of Casual Vacancy to the LGANT Executive**

**Short Term History**

- LGANT meeting with Mayor Lothar Siebert and CEO Brian Hylands 22/08/14.
- Executive resolution – *THAT the Executive endorses the proposed changes to LGANT's constitution being put to the November 2014 general meeting* 16/09/14.
- Motion deferred at general meeting 7/11/14.
- Executive meetings 1/05/15; 19/05/15; 23/06/15.
- General meeting resolution 16/04/15 approves the creation of an additional Executive position.
- Call for nominations sent to eligible councils 7/06/15.
- Executive resolution – *THAT the Executive defer this issue* 23/06/15.
- Executive meeting 21/07/15.

**Future Action**

Await outcomes of investigations into the Litchfield and Tiwi councils so that knowledge about when both are likely to have councils in place can be obtained to assess whether or not the Executive can fill the vacancy before the November 2015 election.

**Discussion**

Members noted the report.

**10.20 Draft Darwin Regional Transport Plan****Short Term History**

- December 2013 Integrated Transport Planning and Investment Road Map.
- 2014 Darwin Regional Land Use Plan.
- 2/06/15 Letter from Department of Transport with invitation to comment.
- Executive meeting 23/06/15; 21/07/15.
- LGANT submission sent 30/06/15.
- Community/Industry consultation 26/06/15.

**Future Action**

Provide input to final draft plan once it is issued.

**Discussion**

Members noted the report.

**10.21 Heavy Vehicle Task Force****Short Term History**

- October 2010 Darwin Region Heavy Vehicle Task Force.
- June 2011 Darwin Region Heavy Vehicle Task Force Final Report 'A Safe System Approach to Heavy Vehicles in Greater Darwin Region'.
- 06/05/15 Northern Territory Heavy Vehicle Taskforce.
- Executive meeting 23/06/15; 21/07/15.

**Future Action**

Waiting for Department of Transport invitation to follow up meetings. The proposed date 19 August 2015 has yet to be confirmed.

**Discussion**

Members noted the report.

**10.22 Waste Management Regional Projects****Short Term History**

- 2012/2015 Central Australian Waste Management Coordinator Project.
- 2014/15 Big Rivers / Katherine Pilot Project Waste Management Coordinator Initiative.
- 2014/15 Public Health Community Education Initiative Central Australia.
- Executive meeting 23/06/15; 21/07/15.
- Presentation in Perth (WALGA) on the project and governance arrangements.
- Funding agreement put to Executive for approval 18 August 2015.

**Future Action**

Awaiting letter on Big Rivers application from Department of Health.

**Discussion**

Members noted the report.

### 10.23 National State of the Assets Report 2014

#### Short Term History

- 2010 the Local Roads Funding Gap Report.
- 2012/13 data collection undertaken.
- 2013 State of Assets Report launched at the 2013 Road Congress in Alice Springs.
- 2014 appointment of consultants Jeff Rorda and Associates.
- Executive resolution – *THAT the Executive supports ALGA and promote participation of member councils in the “National State of Assets Report 2014”* 16/09/14.
- Executive meetings 19/05/15; 23/06/15; 21/07/15.
- Report launched at the “Local Government Roads and Transport Congress” in Tamworth in 2014.
- ALGA President spoke to the Executive on the initiative on 1/05/15.

#### Future Action

ALGA News informed it is progressing and possible launch at the National Roads Congress in November 2015.

#### Discussion

Members noted the report.

### 10.24 White Paper on Reform of the Federation

#### Short Term History

- Email from ALGA National Policy Director 30/06/14.
- Executive resolution – *THAT the Executive receive and note the report on the White Paper on the Reform of the Federation* 29/07/14.
- Release of Issue Paper 1 on 2/09/14.
- General meeting resolution – *THAT delegates call upon councils to answer some questions in the issues papers and to provide input to LGANT on the Green Paper on the Reform of Federation* 6/11/14.
- Executive meeting 19/05/15; 23/06/15; 21/07/15.
- ALGA meetings 19-20/2/15 and 26/03/15.
- General meeting resolution – *THAT delegates endorse providing data if it is required* 16/04/15.
- The green paper is now not expected to be released until September/October 2015.
- Teleconference of LGA Presidents and CEOs 20/07/15.
- A special Council of Australian Governments (COAG) meeting was held on 22/07/15.

#### Discussion

Members noted the report.

#### RESOLUTION

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

Moved: Councillor Sharman  
Seconded: Mayor Miller  
Carried

**11. BUSINESS NOT YET FINISHED BUT INACTIVE**

**RESOLUTION**

THAT the Executive accepts the business not yet finished but inactive.

**Moved:** Mayor Jack  
**Seconded:** Councillor Sharman  
**Carried**

**12. MEMBERS QUESTIONS**

**12.1 Plan for Tourism**

Members discussed the meeting of Mayors and Presidents with the Chief Minister held on 17 August 2015. At this meeting the Chief Minister asked if LGANT could look at putting together a discussion paper on tourism and the affects and benefits it has on communities. The President and CEO will follow up on this issue.

**13. GENERAL BUSINESS**

**13.1 NT-EPA Rehabilitation Legacy Waste Operational Guidelines Grant**

Members heard that LGANT has received a grant to produce a set of operational guidelines to help councils in the treatment of legacy waste sites and that LGANT is seeking approval from the Executive to use the common seal on the funding agreement.

**RESOLUTION**

THAT the Executive endorses the use of the LGANT common seal on the funding agreement.

**Moved:** Mayor Miller  
**Seconded:** Mayor Siebert  
**Carried**

**13.2 Heritage Council**

Members discussed the benefits to the Heritage Council of having two representatives from LGANT, one representing municipal councils and another representing regional councils. It was agreed that LGANT write to the Minister with this request.

**RESOLUTION**

THAT the Executive endorses LGANT writing to the Minister requesting an additional member on the Heritage Council.

**Moved:** Alderman Elix  
**Seconded:** Mayor Miller  
**Carried**

**13.3 Letter to Alderman Helen Galton**

Members agreed that LGANT write a letter of thanks to previous Executive member Alderman Helen Galton on her retirement wishing her all the best. Alderman Galton's last meeting with City of Darwin is on 25 August 2015.

**14. COMPLETED BUSINESS**

**RESOLUTION**

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

**Moved:** Alderman Elix  
**Seconded:** Mayor Miller  
**Carried**

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**15. CONFIDENTIAL BUSINESS**

**16. NEXT MEETING**

The next meeting of the LGANT Executive will be on Tuesday 15 September 2015 at 9:30am in the LGANT Boardroom.

**THERE BEING NO FURTHER BUSINESS, THE MEETING CLOSED AT 11:37 am.**

DRAFT



**ITEM NO.** 12.3.4      **City of Palmerston By-Election – Timetable Proposal**

**FROM:** Chief Executive Officer

**REPORT NUMBER:** 8/0731

**MEETING DATE:** 1 September 2015

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**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:**

To provide Elected Members with information received from the NT Electoral Commission on proposed arrangements for the upcoming City of Palmerston by-election

**Background:**

As a result of Alderman Malone tendering her resignation at the Council Meeting held on 18 August 2015, a by-election will need to be held to fill the casual vacancy. The Electoral Commission were advised of the resignation on 19 August 2015 and details have now been received of the election timetable and the costing to conduct the by-election.

**General:**

A copy of the correspondence received from the NT Electoral Commission is provided at Attachment A. The key dates for the by-election include:-

- |                                      |                 |
|--------------------------------------|-----------------|
| - Nominations Open                   | 9 October 2015  |
| - Nominations Close                  | 15 October 2015 |
| - Early Voting Commences             | 16 October 2015 |
| - Polling Day                        | 31 October 2015 |
| - Declaration of the Election Result | 9 November 2015 |

The estimated cost to conduct the by-election is \$91,970.25 (GST inclusive)

**Financial Implications:**

The estimated cost of the by-election is \$91,970.25 which can be funded from the Election Expenses Reserve which currently has a balance of \$150,000

**Policy / Legislation:**

- Section 39 of the Local Government Act
- Local Government Electoral Regulations 2008

**RECOMMENDATION**

1. THAT Council receives Report Number 8/0731.

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

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

**Schedule of Attachments:**

- Attachment A Correspondence received from the Northern Territory Electoral Commission

**Ricki Bruhn**

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**From:** Wayne Harlock <Wayne.Harlock@nt.gov.au>  
**Sent:** Friday, 21 August 2015 4:26 PM  
**To:** Ricki Bruhn  
**Cc:** Iain Loganathan; Peter Burgess  
**Subject:** FW: Palmerston By Election - Timetable Proposal  
**Attachments:** Time Table - City of Palmerston - Draft.pdf; Draft Estimate - City of Palmerston 2015.xlsx

Hi Ricki

For your information, I have attached a proposed by election timetable and draft estimate of costs for your consideration. When developing the timetable we have taken into consideration the conduct of other by elections being conducted in Darwin and Alice Springs which are scheduled for 10 October 2015. Operationally for this agency we will have sufficient resources to meet all requirements of the attached timetable.

Similar to what we have undertaken with the Alice Springs Town Council, we would be more than happy to attend your office and work through the draft estimate to identify various areas of savings for the council. This may included such things as the Council providing the venue and staff to conduct and issue early voting.

Furthermore, the NTEC is happy to fund and undertake an enrolment stimulation activity in the Palmerston City Council area to ensure all eligible electors are enrolled to vote for this event.

I look forward to hear from you soon to arrange a suitable time and day to meet to confirm and further these arrangements.

Regards

**Wayne Harlock**

Deputy Electoral Commissioner

NORTHERN TERRITORY ELECTORAL COMMISSION

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ABN: 84 085 734 992 Website: [www.nlec.nt.gov.au](http://www.nlec.nt.gov.au)



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**From:** Peter Burgess

**Sent:** Friday, 21 August 2015 2:17 PM

**To:** Wayne Harlock  
**Subject:** Palmerston

Hi Wayne

Our preferred timetable is attached, with nominations opening on 9 October and polling day on 31 October 2015.

The estimate for the conduct of the Palmerston by-election is \$93970.25. This includes elements that we have successfully negotiated with Alice Springs Town Council to facilitate for their by-election such as the Council conducting early voting. I'm happy for us to have the same discussion with Palmerston with a view to Council playing a larger role and therefore reducing the cost.

**Peter Burgess**  
Director, Operations

NORTHERN TERRITORY ELECTORAL COMMISSION

Level 3, TCG Centre | 80 Mitchell Street, DARWIN NT 0800 | GPO Box 2419, DARWIN NT 0801

☎: 08 8999 7622 | 📞: 0432 869 906 | 📠: 08 8999 7630 | ✉: [peter.burgess@nt.gov.au](mailto:peter.burgess@nt.gov.au)  
ABN: 84 085 734 992 | 🌐: [www.ntec.nt.gov.au](http://www.ntec.nt.gov.au)



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# Election timetable

CITY OF PALMERSTON BY-ELECTION 2015

31 October 2015

Nominations open		Friday	9 October
Close of electoral roll	5:00 pm	Tuesday	13 October
Close of nominations	12 noon	Thursday	15 October
Declaration of nominations, draw for position on ballot papers	1:00 pm	Thursday	15 October
Postal vote mail-out commences		Friday	16 October
Early voting commences	8:00 am	Friday	16 October
Mobile polling commences	9:00 am	Monday	19 October
Overseas postal voting dispatches cease	6:00 pm	Tuesday	27 October
All postal voting dispatches ceases	6:00 pm	Thursday	29 October
Early voting ceases	5:00 pm	Friday	30 October
Polling day		Saturday	31 October
Static polling commences	8:00 am	Saturday	31 October
Static polling ceases	6:00 pm	Saturday	31 October
Mobile polling ceases	6:00 pm	Saturday	31 October
Primary counts of ordinary votes in static polling places commence	6:00 pm	Saturday	31 October
Preliminary scrutiny, primary counts of postal and early votes commence	6:00 pm	Saturday	31 October
Declaration vote verification checks, commence recheck of all counts	9:00 am	Monday	2 November
Primary counts of accepted declaration votes, further postal counts	9:00 am	Thursday	5 November
Deadline for receipt of postal votes	12 noon	Friday	6 November
Final counts of postal votes commence	12 noon	Friday	6 November
Distribution of preferences	12 noon	Friday	6 November
Declaration of the election result	10:00 am	Monday	9 November
Public holidays			
School holidays			
Events			

## ESTIMATES WORKSHEET SUMMARY, CITY OF PALMERSTON DRAFT 19 AUGUST 2015

Worksheet	Cost Code	Line Item	COST (INCL GST)
1		SECONDED STAFF - PAPERS	\$0.00
1		SECONDED STAFF - ACCOMMODATION	\$0.00
1		SECONDED STAFF - T/A	\$0.00
1		SECONDED STAFF - KIMS	\$0.00
2		DIC EXTRA DUTY	\$0.00
2		POLLING PLACE SET UP ASSISTANCE	\$0.00
3		STATIC POLLING PLACE COST	\$10,200.00
3		STATIC POLLING STAFF COST	\$22,311.76
3		PPLG COSTS	\$0.00
4		REMOTE MOBILE T/A	\$0.00
4		REMOTE MOBILE STAFF PACKAGE	\$0.00
4		REMOTE MOBILE PETTY CASH	\$0.00
4		REMOTE MOBILE STAFF ACCOMMODATION	\$0.00
4		REMOTE MOBILE POLLING ACCOMMODATION	\$0.00
4		REMOTE MOBILE LOCAL ASSISTANTS COST	\$0.00
5		REMOTE MOBILE AIR CHARTER	\$0.00
5		REMOTE MOBILE BOAT HIRE	\$0.00
5		REMOTE MOBILE VEHICLE HIRE	\$0.00
5		REMOTE MOBILE FUEL	\$0.00
5		REMOTE MOBILE OTHER	\$0.00
8		URBAN MOBILE STAFF COST	\$739.59
8		URBAN MOBILE VEHICLE COST	\$120.00
7		EARLY VOTING CENTRE STAFF COSTS	\$8,867.24
7		EARLY VOTING CENTRE PREMISES COSTS	\$0.00
7		EARLY VOTING CENTRE OTHER COSTS	\$0.00
9		PERMANENT STAFF COST	\$0.00
9		SECONDED AND CASUAL STAFF COST	\$4,586.05
9		OVERTIME COST FOR POLLING OFFICIAL TRAINING	\$238.80
10		TRAVEL COSTS FOR POLLING OFFICIAL TRAINING	\$0.00
11		PREMISES COSTS FOR POLLING OFFICIAL TRAINING	\$0.00
12		STAFF OVERTIME COSTS	\$5,785.00
13		STAFF TRAVEL COSTS	\$0.00
14		OFFICE VEHICLE COSTS	\$300.00
15		FRIGHT	\$0.00
16		PREMISES HIRE COST - ALL PREMISES	\$0.00
17		HIRE/PURCHASE OF FURNITURE FITTINGS & EQUIP	\$0.00
18		SECURITY SERVICES	\$0.00
19		IT AND PHONE COSTS	\$0.00
20		FORMS AND PRINTING	\$4,500.00
21		STORAGE, STATIONERY/STORERS	\$0.00
22		POSTAGE	\$455.00
23		OTHER COSTS	\$0.00
24		PUBLIC AWARENESS	\$0.00
25		NON VOTER & MULTIPLE VOTER COSTS	\$0.00
		GST	\$0.00
		Corporate Fee	\$0.00
		<b>TOTAL COST</b>	<b>\$75,938.48</b>

**ITEM NO.** 12.3.5 **Chief Executive Officer – Recent Activities**

**FROM:** Chief Executive Officer

**REPORT NUMBER:** 8/0732

**MEETING DATE:** 1 September 2015

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**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:**

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

**Background:**

Nil

**General:**

I advise Council of the following activities:-

- 21 May 2015 – The Director Technical Services and I met with Geoff Smith and Jeremy Clark from CIC The Heights Durack to review the plans for the Neighbourhood Centre and to discuss other matters in relation to The Heights Durack development.
- 5 June 2015 – Mayor Abbott and I attended a Top End Regional Organisation of Councils (TOPROC) Workshop to further review and update the TOPROC Regional Development Plan. The three key focus areas that will form the Development Plan include:-
  - o Land Use Planning and Policy;
  - o Waste and Recycling;
  - o Incorporation of Unincorporated Land
- 9 June 2015 – Discussions with Mr Andrew Bartington from Urbex on the development of Berrimah Farm and options for the future servicing of the development.
- 11 June 2015 – Received feedback on our National Stronger Regions Fund Round 1 application from staff within the Australian Government's Department of Infrastructure and Regional Development.

- 20 July 2015 – Met with Mr Chris Mills (Gateway Project Director), Mr Dean Baker (Retail Asset Manager for Challenger Investment Partners) and Mr Tony Draper (National Director Large Format Retail for Colliers International) to discuss current and future development in and around Palmerston.
- 22 July 2015 – Met with Mr Brian Romer from Shanghai Australia Investment Pty Ltd and Mr Ahmed El Safty from Zero Energy Developments to discuss Distributed Renewable Energy Systems. A subsequent presentation was made at the Council Meeting on 18 August 2015.
- 29 July 2015 – The Mayor and I attended a forum called by the Department of Local Government for all NT Councils. Key discussion items included the review of the Local Government Act, compliance audits, local authorities and other local government issues.
- 30 July 2015 – The Deputy Mayor, Director Technical Services and I met with staff from the Environment Protection Authority to receive an update on the Darwin Harbour Stormwater Strategy.
- 4 August 2015 – At the invitation of Mr James Leopold (Business Development Manager Rydges Palmerston – Darwin) I was provided with a tour of the new Rydges Hotel. It was pleasing to hear that many functions, events and rooms had already been booked. This new business will create many new jobs and will add to the existing accommodation currently available in Palmerston.
- 5 August 2015 – I met with Mr David Willing (Executive Director Department of Local Government) to discuss a range of issues including the review of local government by-laws, comments on the Municipal Plan and the rating system for 2015/2016.
- 7 August 2015 – Mayor Abbott and I attended a meeting with representatives from Bowls NT and the Palmerston Bowling Club to discuss options for the upgrading of their playing surface. This meeting coincided with a visit from Bowls Australia representatives Mr Des Skinner (President of Bowls Australia) and Mr Neil Dalrymple (CEO of Bowls Australia). A grant application will be submitted to the NT Government to install a synthetic green as the current turf greens are in a poor condition. A letter of support for their funding application has been submitted by the City of Palmerston.
- 10 August 2015 - The Director Technical Services, Environment and Emergency Operations Officer and I met with our waste contractors Transpacific – Cleanaway and CS Stone to discuss options for the return of carbon tax payments paid to the City of Darwin. It is pleasing to report that both contractors will support the efforts of council to have these payments reimbursed.
- 11 August 2015 – Mayor Abbott and I met with a delegation of Japanese visitors from Aridagawa to provide information about Palmerston. The delegation included Mr Masato Torii (Board of Education – Aridagawa Town Office), Mr Shigeru Kusuki (Superintendent of Education –



Aridagawa Town) and Mr Keiki Enomoto (Principal Kibi Junior High School). An exchange of gifts also took place which was appreciated by all present.

- 11 August 2015 – Mayor Abbott and I met with the Minister for Sport and Recreation, the Hon Gary Higgins and advised of Council's decision regarding the future ownership of sporting facilities in Palmerston. Written communication has also been forwarded in relation to this matter.
- 13 August 2015 – I attended the opening of the William Kirkby-Jones Memorial Playground in Zuccoli where the Chief Minister and Mrs Maggie Kirkby-Jones unveiled the plaque. This playground is a credit to everyone involved and provides a valuable piece of social infrastructure for children of all abilities and the residents of Zuccoli.
- 13 August 2015 – I attended the 10<sup>th</sup> Birthday celebrations for Elton Consulting held on the lawns at Parliament House.
- 24 August 2015 – Mayor Abbott, the Director Technical Services and I met with the CEO of the Venture Housing Company, Ms Jillian Ritherdon. This group is seeking suitable land to develop housing in Palmerston and this was a good opportunity to learn more about the workings of Venture Housing and the accommodation they provide.

Other meetings attended included:-

- |              |   |
|--------------|---|
| - 18 May     | Internal Audit Committee Meeting  |
| - 19 May     | Special Council Meeting   |
| - 19 May     | Ordinary Council Meeting  |
| - 26 May     | Citizenship Ceremony  |
| - 29 May     | Manex Meeting   |
| - 29 May     | Goyder Square Stage 2 Briefing at the Library                                 |
| - 2 June     | Ordinary Council Meeting  |
| - 3 June     | Community, Culture & Environment Committee Meeting                            |
| - 10 June    | Deloitte Interview over social impacts of Inpex project                       |
| - 11 June    | Governance & Organisation Committee Meeting                                   |
| - 11 June    | Economic Development & Infrastructure Committee Meeting                       |
| - 14-17 June | Australian Local Government Association National General Assembly in Canberra |
| - 25 June    | LGMA Management Challenge - Melbourne   |
| - 26 June    | LGMA National Board & Audit Committee Meeting                                 |
| - 21 July    | Council Meeting   |
| - 28 July    | Manex Meeting   |
| - 28 July    | Special Council Meeting   |
| - 30 July    | Citizenship Ceremony  |
| - 4 August   | Ordinary Council Meeting  |
| - 5 August   | Community, Culture & Environment Committee Meeting                            |
| - 10 August  | Council Workshop  |
| - 11 August  | Work Health & Safety Committee Meeting  |
| - 12 August  | Meeting with Australian Services Union Organiser – Kathleen Galvin            |
| - 13 August  | Governance & Organisation Committee Meeting                                   |
| - 14 August  | TOPROC Meeting held in Palmerston   |

- |             |   |
|-------------|---|
| - 18 August | Ordinary Council Meeting & Workshop     |
| - 20 August | Special Council Meeting                 |
| - 21 August | Area 9 – 1 year anniversary Morning Tea |
| - 24 August | LGMA National tele-conference           |

**Financial Implications:**

Nil

**Policy / Legislation:**

**RECOMMENDATION**

THAT Council receives Report Number 8/0732.

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

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

**Schedule of Attachments:**

Nil

**ITEM NO.** 13.1.1      **Request for General Consent - Surrender of Crown Lease Term 2425, Lot 8570 (30) McCourt Road, Yarrowonga**

**FROM:** Director of Technical Services

**REPORT NUMBER:** 8/0724

**MEETING DATE:** 1 September 2015

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**Municipal Plan:**

**3. Environment & Infrastructure**

**3.3 Waste**

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

**Summary:**

This report seeks Councils General Consent to the surrender of Crown Lease Term 2425 over Lot 8570 (30) McCourt Road, Yarrowonga. The current lessee has entered into an agreement with the Northern Territory Government to convert the site from leasehold to freehold. Councils General Consent is sought as the site contains a Council Drainage Easement (Councils interest over the site).

**Background:**

The lessee is currently undertaking an application to convert the subject site from leasehold to freehold with the Northern Territory Government via the surrender of Crown Lease (CLT 2425). Council's general consent has been requested as a Council Drainage Easement exists over the subject site.



Source: Exponare

**General:**

Council's general consent to the application will allow the conversion of the site from leasehold to freehold and will still ensure the registered Drainage Easement remains on the title after the conversion to allow the preservation of Council's rights relating to the particular easement.

The attached Survey Plan (Attachment 3) identifies the existing Drainage Easement on the site.

**Financial Implications:**

Nil

**Policy / Legislation:**

Nil

**RECOMMENDATIONS**

1. THAT Council receives Report Number 8/0724.
2. THAT the Mayor and Chief Executive Officer are granted consent to sign and seal all required documentation for General Consent relating to the surrender of Crown Lease Term 2425.

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

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

Author: Gerard Rosse – Manager Planning and Environment Services.

**Schedule of Attachments:**

- |               |   |
|---------------|---|
| Attachment A: | Lessee request and General Consent form.                |
| Attachment B: | Crown Lease Crown Lease Term 2425.                      |
| Attachment C: | Survey Plan for Lot 8750 (30) McCourt Road, Yarrawonga. |



## F & A SCARCELLA PTY LTD

274 CAMDEN VALLEY WAY NARELLAN NSW 2567

PHONE (02) 4646.1116 FAX (02) 4647.8573 MOBILE 0413.021210

Depot: Corner Campbell and Kirkham Streets Narellan

Mr Ian ABBOTT  
Mayor  
Palmerston City Council  
PALMERSTON NT 0831

Dear Mr Abbott,

RE: Lot 8570 McCourt Road Yarrawonga.

Please find enclosed a General Consent form, this form relates to the Surrender of Whole of Crown Lease for the property, as indicated the form requires an authorised officer to sign on behalf of the Council

Once signed could you forward the form to Mr Marcus Ch'ng Project Officer, Department of Lands, Planning and the Environment.

Thank you for your assistance in this matter

Kind regards

Dave Robertson  
[dave@scarcellatransport.com.au](mailto:dave@scarcellatransport.com.au)  
Sales & Compliance Manager  
F & A Scarcella Pty Ltd  
02 4646.1116  
2 July 2015.

*Land Title Act*  
REGISTRAR-GENERAL'S DIRECTIONS



NORTHERN TERRITORY OF AUSTRALIA

<b>G</b>	<b>C</b>	No:
<b>IMPORTANT NOTICE</b> Please Note Privacy Statement Overleaf		

## GENERAL CONSENT

Register	Volume	Folio	Location	Lot Description	Plan	Unit
CLT2425			Town of Palmerston	8570	S2002/190	

(NOTE 1 – 2)

INSTRUMENT BEING  
CONSENTED TO  
(Item 1)

Instrument Type: Surrender of Whole Crown Lease  
 Dated:  
 Names of Parties: J & M Scarcella Pty Limited (ACN 163 069 038) as trustee for the J & M Scarcella Family trust and J & G Scarcella Pty Limited (ACN 163 068 951) as trustee for the J & G Scarcella Family Trust

(NOTE 3)

INSTRUMENT  
UNDER WHICH  
CONSENT REQUIRED  
(Item 2)

Dealing Type: Drainage Easement  
 Dealing No:  
 Name of consenting party: City of Palmerston

(NOTE 4)

EXECUTION BY  
CONSENTING PARTY

The party identified in item 2 consents to the registration of the instrument identified in item 1 in respect of the above land.

(NOTE 5)

Signed for and on behalf of **City of Palmerston**  
(with seal):

Signature: .....

Full Name: .....

Position: .....

Signature: .....

Full Name: .....

Position: .....

On (Date): .....

.....  
 MELISSA JAYNE CHUDLEIGH  
 Director Land Administration  
 Delegate of the Minister

On (Date) .....

In the presence of:

.....  
 Signature of qualified witness:  
 .....  
 .....

(NOTE 6)



## SCHEDULE OF NOTES

1. This General Consent form is lodged as an original only and must be typed or completed in ink or biro. Alterations to information entered on the form should be crossed out (not erased or obliterated by painting over) and initialled by the parties.
2. Volume and Folio references must be given together with parcel description.
3. Insert Instrument type and number, date and name of parties of the instrument being consented to.
4. Insert dealing type, number and name of consenting party.
5. This is the consenting clause.
6. Persons who may witness this document are a Commissioner for Oaths, a member of the Legislative Assembly, a legal practitioner within the meaning of the *Legal Profession Act*, a person holding office under the *Supreme Court Act*, the *Justices Act*, the *Local Court Act* or the *Registration Act*, a member of the Police Force, a person licensed as a conveyancing agent or real estate agent under the *Agents Licensing Act*, a Notary Public and any other person approved by the Registrar-General.

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

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

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

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

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

---

**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 5318.



NORTHERN TERRITORY OF AUSTRALIA

## Record of Administrative Interests and Information

### Record of Administrative Interests and Information

The information contained in this record of Administrative Interests only relates to the below parcel reference.

**Parcel Reference:** Lot 08570 Town of Palmerston plan(s) S2002/190

(See section 38 of the Land Title Act)

Note: The Record of Administrative Interests and Information is not part of the Land Register and is not guaranteed by the Northern Territory of Australia, and the NT Government accepts no liability for any omission, misstatement or inaccuracy contained in this statement.

Registrar General

### Government Land Register

(none found)

### Custodian - Registrar General (+61 8 8999 6252)

#### Current Title

CUFT 775 296 (order 1)

#### Tenure Type

CROWN LEASE TERM 2425

#### Tenure Status

Current

#### Area Under Title

6600 square metres

#### Owners

Delpag Holdings Pty Ltd (ACN 117 016 289) as trustee for the Delpag Contractors Trust (ABN 27 326 927 885)  
232 The Boulevard, Punchbowl NSW 2196

#### Easements

Drainage Easement to City of Palmerston  
Electricity supply Easement to Power and Water Corporation  
Sewerage Easement to Power and Water Corporation

#### Scheme Name

(none found)

#### Scheme Body Corporate Name

(none found)

#### Reserved Name(s)

(none found)





**Unit Entitlements**

(none found)

**Transfers**

25/03/2013 for \$1,075,000

**Tenure Comments**

(none found)

**Historic Titles**

CUFT 772 709 (order 1)

Visit the website [http://www.nt.gov.au/justice/bdm/land\\_title\\_office/](http://www.nt.gov.au/justice/bdm/land_title_office/)**Custodian - Surveyor General (+61 8 8995 5353)****Address**

30 MCCOURT RD, YARRAWONGA

**Survey Plan**

S2002/190

**Survey Status**

Approved

**Parcel Status**

CURRENT

**Parcel Area**

6600 square metres

**Map Reference**

Code 200 Scale 2500 Sheet 27.21

**Parent Parcels**

Lot 08407 Town of Palmerston plan(s) S2007/168

**Parcel Comments**

(none found)

**Survey Comments**

LOTS 8535 TO 8548, 8556 TO 8562, 8570, 8571, 8576, 8672 AND 8673, SUBDIVISION OF LOT 8407, TOWN OF PALMERSTON.

**Proposed Easements**

(none found)

**Municipality**

PALMERSTON MUNICIPALITY

**Region**

DARWIN

**Custodian - Valuer General (+61 8 8943 9193)****Owner's Last Known Address**Delpag Holdings Pty Ltd (ACN 117 016 289) as trustee for the Delpag Contractors Trust (ABN 27 326 927 885),  
232 The Boulevard Punchbowl NSW 2196**Unimproved Capital Value**

**Valuation Improvements**

(none found)

**Custodian - Property Purchasing (+61 8 8999 6631)****Acquisitions**

(none found)

**Custodian - Building Advisory Service (+61 8 8999 8965)****Building Control Areas**

BBDAR001 - Building Control Area

DARWIN BUILDING AREA

**Building Permits**

(none found)

Visit the website <http://www.nt.gov.au/lands/building/>**Custodian - Town Planning and Development Assessment Services (+61 8 8999 8965)****Planning Scheme Zone**

SC (Service Commercial)

**Interim Development Control Orders**

(none found)

**Planning Notes**

(none found)

**Planning Applications**

(none found)

**Custodian - Power and Water Corporation (1800 245 092)****Meters on Parcel**

Power Water - Electricity (none found)

Power Water - Water (none found)

For Account balances, contact the Power and Water Corporation.

**Custodian - Pool Fencing Unit (+61 1300 301 059)****Swimming Pool/Spa Status**

(none found)

For more information, contact the Pool Fencing Unit (+61 1300 301 059).

**Custodian - Mines and Energy (+61 8 8999 5322)**For information on possible Exploration Licences, contact Mines & Energy or visit the website [http://www.nt.gov.au/d/Minerals\\_Energy/](http://www.nt.gov.au/d/Minerals_Energy/)

For information on possible Petroleum Titles, contact Mines &amp; Energy for further details.

**Custodian - Environment and Heritage (+61 8 8924 4139)**

**Results of site contamination assessment**  
(none found)

For further information contact Environment and Heritage or visit the website  
[http://www.nrotas.nt.gov.au/environment\\_protection/waste/register/audit](http://www.nrotas.nt.gov.au/environment_protection/waste/register/audit)

**Other Interests**

For Account balances, contact Palmerston City Council

**Date Registered:** 25/03/2013

**Duplicate Certificate as to Title issued?** No

**SEARCH CERTIFICATE**

**CROWN LEASE TERM 02425**

Lot 8570 Town of Palmerston from plan(s) S2002/190

Area under title is 6680 square metres

**Owner:**

Delpag Holdings Pty Ltd (ACN 117 016 289) as trustee for the Delpag Contractors Trust (ABN 27 326 927 885)  
of 232 The Boulevard, Punchbowl NSW 2196

**Easements:**

Electricity supply Easement to Power and Water Corporation

Sewerage Easement to Power and Water Corporation

Drainage Easement to City of Palmerston

Registered Date	Dealing Number	Description
--------------------	-------------------	-------------

Previous title is **Volume 772 Folio 709**

End of Dealings

**Commencement Date:** 27th December 2012

**Expiry Date:** 26th December 2015

**Reservations:**

1. Reservation of a right of entry and inspection.
2. Reservation of all minerals, mineral substances and ores in or upon the land, including gems, stones, sands, valuable earths and fossil fuels.
3. Reservation of a power of resumption.

**Provisions:**

1. The purpose of the lease ('the lease purpose') is service commercial.
2. The annual rent for the lease (called 'the rent') will be \$53 750.00 (fifty three thousand seven hundred and fifty dollars) inclusive of GST subject to lease conditions 2, 3 and 4.
3. The rent payable under this lease will be subject to re-appraisalment in accordance with section 50 of the Crown Lands Act.
4. If the rent is unpaid for six (6) months or more, the lease will be liable to be forfeited.
5. This lease is granted under and subject to the Crown Lands Act and the Regulations for the time being in force thereunder and is conditional upon compliance by the Lessee with the Conditions and Covenants and will, subject to the Crown Lands Act and the Regulations, be liable to be forfeited for non-compliance with any such lease condition.
6. The Lessee, having paid all the rent due to be paid by the Lessee, may at any time surrender the lease in the manner prescribed under the Crown Lands Act.

**Date Registered: 25/03/2013**

**Duplicate Certificate as to Title issued? No**

7. For the purpose of section 58 of the Crown Lands Act, the Lessee agrees that the Minister may at his absolute discretion determine the Lessee's rights in improvements and whether compensation is payable for improvements following surrender, expiry, termination or forfeiture of this lease.

**Conditions and Covenants**

1. Subject to the Crown Lands Act, the Lessee will not use the leased land for a purpose other than the purpose for which it is leased, viz: service commercial.

2. The rent fixed under this lease will commence one year from the date of commencement of the lease with no remissions for the remaining term of the lease subject to conditions 3 and 4 hereunder.

3. Where development is commenced within one year from the date of commencement of the lease but not completed within three years from the date of commencement of the lease, then the rent determined under this lease shall apply from the specified completion date subject to condition 4 hereunder.

4. The rent determined under this lease is not payable if development in terms of this lease is commenced within one year from the date of commencement of the lease and completed within three years of the date of commencement of the lease.

5. The Lessee shall within one year from the date of commencement of the lease or within such further time as may be approved in writing by the Minister for that purpose commence to erect improvements in accordance with lease condition 1 above, on the leased land to a value of not less than the sum of \$150,000.00 (one hundred and fifty thousand dollars) and the Lessee shall complete the erection of the said improvements to a value of not less than the said sum within three years from the date of commencement of the lease or within such further time as may be approved in writing by the Minister. For the purpose of this section commencement shall be the physical commencement of the main structure to be placed upon the leased land and shall not include ancillary works.

6. All development shall be in accordance with any Control Plan or any Development Permit under the Planning Act affecting the leased land.

7. The Lessee will pay rates and taxes which may at any time become due in respect of the leased land.

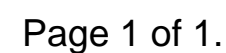
8. The Lessee will ensure that all building plans have the necessary approvals prior to commencement of building.

9. The Lessee will in respect of the leased land ensure that at all times and to the satisfaction of the Minister, the land is kept clean, tidy and free of weeds, debris, dry herbage, rubbish, carcasses of animals and other unsightly or offensive poisonous, toxic or hazardous matter and harbour for insects, pests and the breeding of mosquitoes.

10. If the Lessee fails to observe or carry out or to cause to be observed or carried out the conditions of clause 9 above on his part, the Territory shall have a right to enter onto the demised premises and do all things necessary to that end and the expense and cost thereof, as determined by the Minister, shall be borne and payable by the Lessee on demand.

11. Any easements required by the relevant service authorities and the Northern Territory Government are to be granted at nil cost to the Northern Territory of Australia.

12. The Lessee may upon completion of the development in terms of the lease and upon payment of any monies owing to the Territory surrender the whole of the lease in exchange for an estate in fee simple at nil cost, subject to payment of any administrative costs.



**ITEM NO.** 13.1.2 Subdivision to create 90 Residential Lots, 1 Public Open Space Lot and a Building Setback Plan (Zuccoli Stage 5 A & B) on Lot 4251 (575) Roystonea Avenue & Lot 12448 Radford Road, Zuccoli

**FROM:** Director of Technical Services

**REPORT NUMBER:** 8/0725

**MEETING DATE:** 1 September 2015

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**Municipal Plan:**

**3. Environment & Infrastructure**

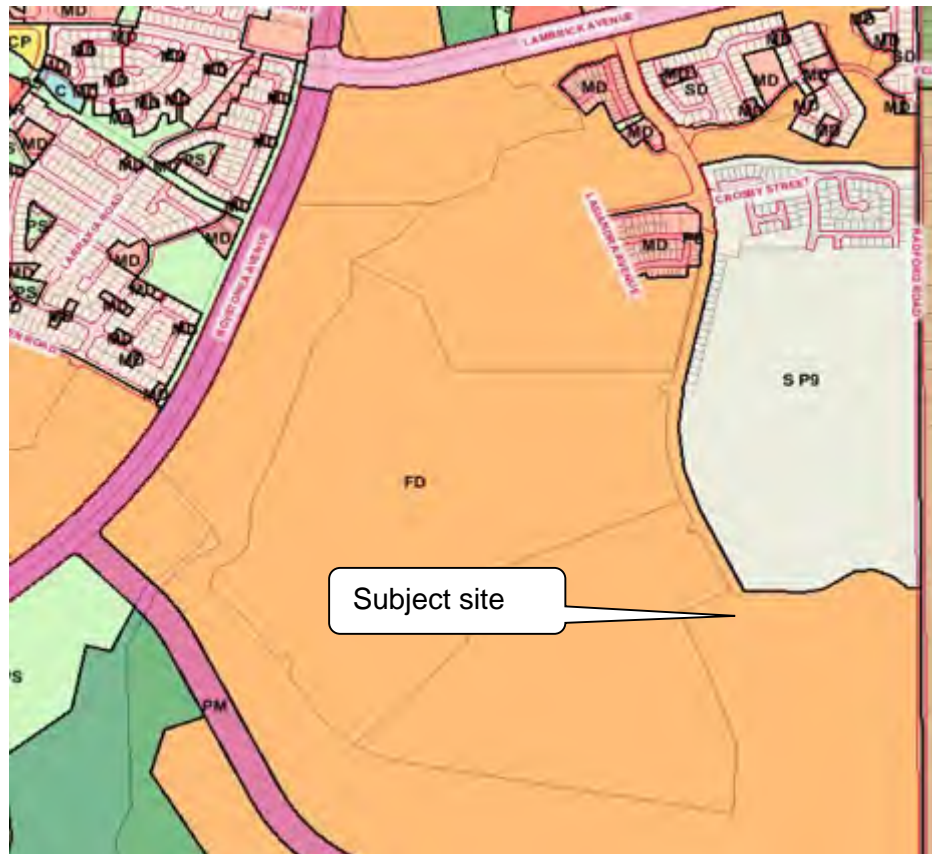
**3.2 Assets and Infrastructure**

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

**Summary:**

This report outlines issues to be considered by Council in regard to the development application for the subdivision to create 90 lots over Lot 4251 (575) Roystonea Avenue & Lot 12448 Radford Road, Zuccoli (Zuccoli stage 5 A & B).

**Background:**



Source: NT Atlas and Spatial Data Directory

The lot is 39.07 hectares in area and is currently contained within Zone FD (Future Development). The site is surrounded by land to the west and south that is also contained within Zone FD. Land to the north of the subject site is in Zone SP9 (Specific Uses), which relates to the specific development requirements for earlier stages of Zuccoli Development currently under construction.

#### Stage 5 Master Plan:

Zuccoli Stage 5 represents the last stage of the Zuccoli suburb and overall will seek to provide a total of 451 residential allotments to be delivered over 6 sub stages. A total of seven lots are anticipated to be rural residential lots as their location falls within the bitting insect's buffer area. Two public open space allotments are provided which are 3.71 hectares in total. A 0.94 hectare drainage reserve allotment is provided to deal with stormwater requirements and an electrical easement in the north which has an area of 0.44 hectares.



Source: Masterplan Planners



Stage 5 - Sub Stage A and B (Current Application):



Source: Masterplan Planners

A total of 90 residential lots and one open space lot is proposed as part of Sub stages A and B. Sub-stage A, comprises 1.22 hectares and is proposed to be subdivided into 21 residential allotments. Sub-stage B, comprises 4.90 hectare and is proposed to be subdivided into 69 residential allotments and one public open space area.

Zone	Current Applicable Zone	Lot Size	# of lots	Zone under Proposed PSA
Sub-Stage A	Multiple Dwelling (MD) for single dwellings	300-449	16	Multiple Dwelling (MD) for single dwellings
	Multiple Dwelling (MD) for single dwellings	450-600	3	Single dwelling (SD) – for single dwellings
	Multiple dwelling (MD) covenanted to allow for only single dwellings	600-800	2	Single dwelling (SD) – for single dwellings
	SUB-TOTAL		21	
Sub-stage B	Multiple Dwelling (MD) for single dwellings	300-449	56	Multiple Dwelling (MD) for single dwellings
	Multiple Dwelling (MD) for single dwellings	450-600	13	Single dwelling (SD) – for single dwellings
	Multiple dwelling (MD) covenanted to allow for only single dwellings	600-800	0	Single dwelling (SD) – for single dwellings
	Public Open Spaces (PS)	3700m2	1	Public Open Space (PS)
SUB-TOTAL			69 +1	
TOTAL			91	

Source: Masterplan Planners

The applicant has advised that sub-stage A consists of only 21 lots due to the agreement the applicant has with NTG that the first lots are required to be delivered

in January 2016. Sub-stage B will follow immediately thereafter allowing the developer to have approvals well in advance. The staging proposal is thus more specifically established for the construction programme, but will also allow the developer to apply for Part 5 clearance once the first 21 lots are developed and ready to be transferred to new owners.

Sub-stages A and B mainly provide for allotments in the size range 300 square metres to 599 square metres, close to the smaller pocket park in Sub-stage B. There are only two lots in the north western corner of Sub-stage A with total areas greater than 600 square metres.

In addition to the subdivision that applicant also seeks a variation of the 6.0 metre front setback (via a Building Setback Plan) to 3.0 metres and 4.0 metres respectively (based on lots size) for the habitable area of the dwelling. The applicant proposes to allow for side by side garages (rather than tandem) and open carports to be at a minimum setback of 5.4 metres and 6.0 metres for garages to assure availability of onsite visitor parking.

### **General:**

As the proposed application is limited to the 91 lots proposed with Sub-Stages A & B, the below comments relate directly to this particular application, however also have relevance to the wider Stage 5 subdivision for the applicant to consider for the future applications.

#### Lot Size and density:

Concern is raised with the lot sizes for the 90 residential lots proposed as part of this particular development (Sub-Stages A & B) and the greater Stage 5 subdivision plan.

With regards to the 90 residential lots proposed as part of Sub-Stages A & B it is noted that 80% of the lots proposed are below 449m<sup>2</sup> and 88% are below 500m<sup>2</sup>. It is further noted that the Palmerston Eastern Suburbs Area Plan within the Northern Territory Planning Scheme envisages a mix of housing types and lot sizes including *smaller lots and medium density housing in areas within or adjacent to neighbourhood centres, public transport and areas of high amenity such as close to parks*. The proposed development fails to achieve this. Achieving the intent of the Palmerston Eastern Suburbs Area Plan contained includes the provision alternative housing typologies to reflect a true mix of lots sizes which includes Zone SD type lots along with smaller lots which can also accommodate Single Dwellings.

The large percentage of lots (88% below 500m<sup>2</sup>) provides for only one dominant housing typology and that is small lot housing. This is further reinforced by the fact that every lot proposed required a setback variation from the NT Planning Scheme provisions. A true mix of lot sizes and housing types would propose lots sizes that do not require setbacks, i.e. traditional residential sized lots mixed in with smaller lots. This is not achieved in this proposed subdivision.

#### Setback variation:

An objection is raised to the proposed variation of the 6.0 metre front setback down to 3.0 metres in a number of cases. The intent of a reduced front boundary setback is to increase opportunity to provide the open air space to the rear of the property. Best practice small lot developments generally go hand in hand with site coverage controls. However in this particular case and without any control on site coverage for dwellings

constructed the reduced frontage leads to a larger building footprint, increased site coverage and an inability for the suburbs to mature by way established trees and open air areas to the rear for the dwellings. The need for provisions to control both site coverage controls and front boundary setbacks are evident in recent stages of Zuccoli whereby a large proportion of lots have excessive building footprints. Both Site coverage and front boundary setbacks should be guided by scaled provisions dependant on lot size and associated dimensions.

Measures proposed to control this aspect of development in the recent draft amendment (*PA2015/0161 - Northern Territory Planning Scheme Amendment - Provisions to allow small lots in Zone SD (Single Dwelling Residential) in Greenfield Areas*) are inadequate and this is outlined further in Council's submission on the amendment (dated 11 June 2015) along with suggested provisions to address these issues.

In addition to the above comments, it is suggested that any final building setback plan should include wording and notations to ensure that on-site parking and its vehicle access from the public road is located to ensure that the lots street frontage has a minimum continuous length of 6.5m (to contain a vehicle) excluding the on-site parking or vehicle access within that length.

#### Zuccoli Parade:

Although it is noted that Zuccoli Parade is not under Council's control at this time, direct residential property access to transport corridors such as Zuccoli Parade is not supported. The Council position is maintained (from previous Zuccoli stages) that that it will not ultimately accept Zuccoli Parade given the direct access from residential lots to a road with such high (ultimate) traffic volumes.

#### Stormwater Drainage and Site Works:

Given the extent of works required on the site combined with the proposed lot size areas and subsequent dimensions, a site stormwater drainage plan indicating how the concentrated flow is to be collected on site and connected to Council's stormwater drainage system will be required, prior to the commencement of works. To eliminate the increased occurrence of unsightly retaining walls and stormwater drainage issues that have been emerging as an issue in new developments, it is also requested that the plan is to indicate how the stormwater can be collected on the site and discharged without the need for excessive cut / fill / retaining wall works for the proposed Development. In addition to the Stormwater plan, a site earthworks plan indicating finished levels of proposed lots is also requested. The site earthworks are to propose works that eliminate the need for excessive cut / fill / retaining wall works for the proposed lots.

#### Proposed Lot 009 and Lot 010 - Access and Servicing

Upon further review of the lot layout, specific concern is raised with the design, orientation and limited frontage provided to proposed Lots 009 (652m<sup>2</sup>) and 010 (677m<sup>2</sup>) located in the North-West corner of sub stage A. The limited frontage (10m) of each lot and orientation within the corner of the site will limit the availability of verge to provide landscaping, on street parking, adequate areas for waste collection along with a suitable and safe access crossover. This design arrangement also raises concern with each of the lots ability to provide safe ingress and egress for future residents, for instance, if a vehicle on each site is reversing off the property at the same time and the sight line and safety issues this will present.

It is suggested the applicant consolidate the lots to form one lot or consider a safer, more practical lot design for this specific location.

### **Summary**

It is recommended Council endorse the attached letter (dated 14 August 2015) which objects to the granting of a Development Permit for the reasons outlined above and provide additional comments on Lot 009 and Lot 010 to the DLPE for consideration.

### **Financial Implications:**

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

### **Legislation / Policy:**

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

### **RECOMMENDATION**

1. THAT Council receives Report Number 8/0725.
2. THAT the attachment to Report Number 8/0725 be endorsed.
3. THAT the additional Access and Servicing comments relating to proposed Lot 009 and Lot 010 also be provided to the DLPE for consideration.

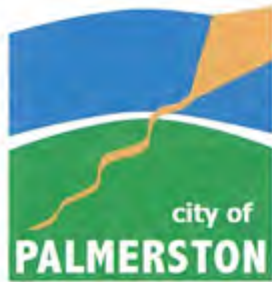
**Recommending Officer:** Mark Spangler, Director of Technical Services

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

Author: Gerard Rosse – Manager Planning and Environment Services

### **Schedule of Attachments:**

- Attachment A: Council's letter of comment for Subdivision to create 90 Residential Lots, 1 Public Open Space Lot and a Building Setback Plan (Zuccoli Stage 5 A & B) on Lot 4251 (575) Roystonea Avenue & Lot 12448 Radford Road, Zuccoli.
- Attachment B: Development Application and Drawings.



Please include the following reference in all correspondence

File: P12448

ID: MS:gr

14 August 2015

**Telephone** (08) 8935 9922

**Facsimile** (08) 8935 9900

**Email**

palmerston@palmerston.nt.gov.au

**Web**

www.palmerston.nt.gov.au

Civic Plaza

2 Chung Wah Terrace

Palmerston NT 0830

Please address  
all correspondence to:

**Chief Executive Officer**

PO Box 1

Palmerston NT 0831

ABN 42 050 176 900

Ms Deborah Curry  
Development Assessment Services  
Department of Lands, Planning and Environment  
GPO Box 1680  
DARWIN NT 0801

Dear Deborah

**PA2015/0529**

**Development Application - Lots 12448 & 4251 (575) Roystonea Avenue & Radford Road, Zuccoli**

**Subdivision to create 90 residential lots, 1 public open space lot and a building setback and parking plan (Zuccoli Stage 5 A & B)**

Thank you for the Development Application referred to this office on 31 July 2015, concerning Lots 12448 & 4251 (575) Roystonea Avenue and Radford Road, Zuccoli. This letter may be placed before Council at its next meeting. Should this letter be varied or not endorsed by Council, you will be advised accordingly.

The following issues are raised for consideration by the Authority:

**Council wishes to lodge the following submission under Section 49 of the Planning Act, in which the Council objects to the granting of a Development Permit for the following reasons:**

- a) Council raises concern with the lot sizes for the 90 residential lots as part of this particular development (Sub-Stages A & B) and the greater Stage 5 subdivision plan.

With regards to the 90 residential lots proposed as part of Sub-Stages A & B it is noted that 80% of the lots proposed are below 449m<sup>2</sup> and 88% are below 500m<sup>2</sup>.

It is further noted that the Palmerston Eastern Suburbs Area Plan envisages a mix of housing types and lot sizes including smaller lots and medium density housing in areas within or adjacent to neighbourhood centres, public transport and areas of high amenity such as close to parks. The proposed development fails to achieve this.

Achieving the intent of the Palmerston Eastern Suburbs Area Plan contained within the NT Planning Scheme includes the provision alternative housing typologies to reflect a true mix of lots sizes which includes zone SD type lots along with smaller lots for Single Dwellings. The large percentage of lots (88% below 500m<sup>2</sup>) provides for only one



dominant housing typology and that is small lot housing. This is further reinforced by the fact that every lot proposed required a setback variation from the NT Planning Scheme provision. A true mix of lot sizes and housing types would propose lots sizes that do not require setbacks, i.e. traditional residential sized lots mixed in with smaller lots. This is not achieved in this case.

- b) Council objects to the proposed variation of the 6.0 metre front setback down to 3.0 metres in a number of cases. The intent of a reduced front boundary setback is to increase opportunity to provide the open air space to the rear of the property. Best practice small lot developments generally go hand in hand with site coverage controls. However in this particular case without any control on site coverage for dwellings constructed the reduced frontage leads to a larger building footprint, increased site coverage and an inability for the suburbs to mature by way established trees and open air areas to the rear for the dwellings. The need for provisions to control both site coverage controls and front boundary setbacks are evident in recent stages of Zuccoli whereby a large proportion of lots have excessive building footprints. Both Site coverage and front boundary setbacks should be guided by scaled provisions dependant on lot size and associated dimensions.

Measure proposed to control this aspect of development in the recent draft amendment (*PA2015/0161 - Northern Territory Planning Scheme Amendment - Provisions to allow small lots in Zone SD (Single Dwelling Residential) in Greenfield Areas*) are inadequate and this is outlined further in Council's submission on the amendment (dated 11 June 2015) along with suggested provisions to address these issues.

In addition to the above comments, Council does suggests that any final building setback plan should include wording and rotations to ensure that on-site parking and its vehicle access from the public road is located to ensure that the lots street frontage has a minimum continuous length of 6.5m (to contain a vehicle) excluding the on-site parking or vehicle access within that length.

- c) Although it is noted that Zuccoli Parade is not under Council's control at this time, Council does not support direct residential property access to transport corridors such as Zuccoli Parade. Council maintains the position that that it will not ultimately accept Zuccoli Parade given the direct access from residential lots to a road with such high (ultimate) traffic volumes.

Council comments on issues for which it is the sole responsible authority, under the Local Government Act and associated by-Laws:

Should this application be approved, the following conditions pursuant to the Planning Act and Councils responsibilities under the Local Government Act are also recommended for inclusion in the Development Permit issued by the Development Consent Authority.

- a) Engineering design and specifications for the proposed and affected roads, including:
  - i. street lighting,
  - ii. stormwater drainage,

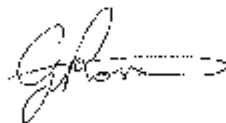
- iii. vehicular access,
  - iv. pedestrian/cycle corridors,
  - v. street-scaping and landscaping of nature strips;
- shall be submitted for approval by the Director Technical Services; with all approved works constructed at the applicant's expense to the requirements of the City of Palmerston.

Specifically, detail designs for roads and other Council related infrastructure is to meet Council's standards as stated in City of Palmerston draft Development Guidelines.

- b) A site stormwater drainage plan indicating how the concentrated flow is to be collected on site and connected to Council's stormwater drainage system shall be provided to the satisfaction of the City of Palmerston, prior to the commencement of works. No stormwater will be permitted to discharge across the boundary to the neighbouring property. The plan is to indicate how the stormwater can be collected on the site and discharged without the need for excessive cut / fill / retaining wall works for the proposed Development. No stormwater will be permitted to discharge across the boundary to the neighbouring property.
- c) Council requests a site earthworks plan indicating finished levels of proposed lots, with works designed as such to eliminate the need for excessive cut / fill / retaining wall works for the proposed lots.
- d) Any easements or reserves required for the purposes of stormwater drainage, roads, access or for any other purpose, shall be made available free of cost to the City of Palmerston and/or neighbouring property owners.

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

Yours sincerely



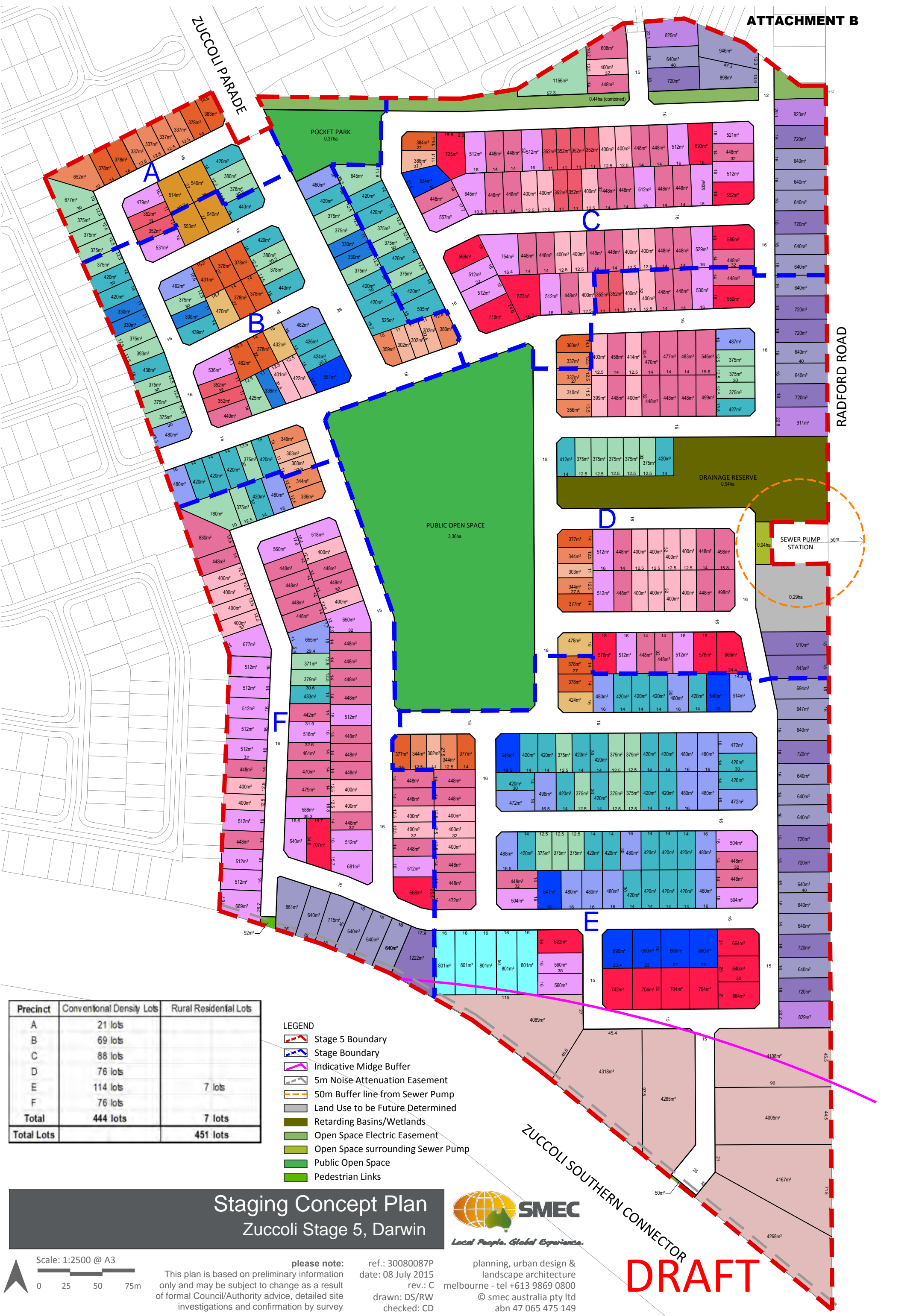
**Gerard Rosse**  
**Manager Planning and Environment**



Subdivision Plan  
Substages A & B

LOT 12448  
ZUCCOLI  
8 JULY 2015

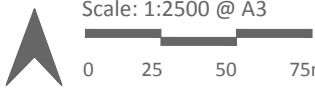




Precinct	Conventional Density Lots	Rural Residential Lots
A	21 lots	
B	69 lots	
C	88 lots	
D	76 lots	
E	114 lots	7 lots
F	76 lots	
Total	444 lots	7 lots
Total Lots		451 lots

- LEGEND
- Stage 5 Boundary
  - Stage Boundary
  - Indicative Midge Buffer
  - 5m Noise Attenuation Easement
  - 50m Buffer line from Sewer Pump
  - Land Use to be Future Determined
  - Retarding Basins/Wetlands
  - Open Space Electric Easement
  - Open Space surrounding Sewer Pump
  - Public Open Space
  - Pedestrian Links

Staging Concept Plan  
Zuccoli Stage 5, Darwin



please note:  
This plan is based on preliminary information only and may be subject to change as a result of formal Council/Authority advice, detailed site investigations and confirmation by survey

ref.: 30080087P  
date: 08 July 2015  
rev.: C  
drawn: DS/RW  
checked: CD



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DRAFT

# ZUCCOLI

## STAGE 5

### SUB-STAGES A & B

PLANNING REPORT  
JULY 2015

PREPARED BY



**MASTERPLAN**  
TOWN + COUNTRY PLANNERS



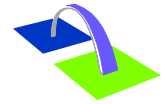
PREPARED BY



**MASTERPLAN**  
TOWN + COUNTRY PLANNERS

ON BEHALF OF





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## **1.0 INTRODUCTION**

MasterPlan NT has been engaged by Costojic Pty Ltd to prepare a development application for the subdivision of Stage 5 of Zuccoli, located at Lot 12448, Town of Palmerston, 575 Roystonea Ave, Zuccoli.

Zuccoli Suburb is designed in two phases; Phase One, consisting of Stage 1, has already received approval and development is well underway. Phase Two consists of Stages Two to Five. Stage Two is in the process of acquiring consent and development of selected sub-stages is underway. A master plan for Stages Three and Four has been developed by Costojic and the subdivision of sub-stage 1A and B was recently approved by the Development Consent Authority (DCA). The remainder sub-stages will be developed over a ten year period.

The Northern Territory Government hereinafter referred to as NTG, released Stage 5 recently through a "Request for Proposal". As part of the proposal call, a Master Plan was prepared for the development of Stage 5 and, based on the principles of this Master Plan, the project was awarded to Costojic Pty Ltd. The project consultant team consists of:

- SMEC – Civil infrastructure engineering, urban and landscaping design;
- Aurecon – Electrical engineering design; and
- MasterPlan – Town Planning, Subdivision design review and statutory planning requirements.

This Master Plan has status as the principle agreement between the Northern Territory Government (NTG) and the developers Costojic, and development is to be broadly in accordance with this Master Plan. A total of 451 allotments are intended to be developed within Stage 5, as identified on the Concept Master Plan.

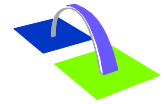
Zuccoli 5 falls within the Palmerston Eastern Suburbs Area Plan (Plan 2 of 3) and is zoned Future Development (FD) under the NT Planning Scheme. Zone FD is an interim zone identifying an area that is intended for future rezoning and development in accordance with an Area Plan. Its purpose is to limit uses and development within the zone to ensure that development does not prejudice the future development outcomes and provide for development in accordance with the Area Plan once services are made available to the land.

### **Statutory Application Approach**

This application is for the subdivision of Stage 5, Sub-stage A and B, to create 90 residential lots and 1 public open space. Sub-stage A consists of 21 residential lots and Sub-stage B consists of 69 residential lots and one public open space lot. The zoning of the lots will be applicably normalised to Zone Multiple Dwelling (MD) for single dwelling development and Zone Public Open Space (PS). The balance of the land will be in Zone Future Development (FD) and will be developed in four sub-stages over time.

This application also provides for a variation of:

- 1 the prescribed setback requirements together; and
- 2 tandem parking on lots less than 600 square metres.



It is proposed that both the subdivision and variation to certain clauses in the Planning Scheme, simultaneously be exhibited, but that two development permits be issued.

As part of this application and for context purposes, a Concept Master Plan for Zuccoli 5 is provided and all future development will be in accordance with this Master Plan as far as detailed design permits. This plan has no formal planning status; however, it is to guide future planning and compliance with the Palmerston Eastern Suburbs Planning Principles and the agreement between NTG and the developer.

Engineering constraints, requirements and opportunities that will apply to the proposed development have been considered and advice has been received from the City of Palmerston, NTG, Power and Water Corporation and other relevant service authorities. Civil engineering services including earthworks, roadworks, stormwater drainage, sewerage reticulation, water reticulation, environmental impacts, geotechnical services, electrical provisions and telecommunications have been considered.

Included in the application are this Statement of Effect, Land Owner Authorisation, and Title Documents. Included in the Statement of Effect are the following documents:

- **Attachment A**           Location Plan
- **Attachment B**           Site Plan
- **Attachment C**           Concept Master Plan and Design Philosophy
- **Attachment D**           Subdivision Concept Plan
- **Attachment E**           Allotment mix plan
- **Attachment F**           Master staging plan
- **Attachment G**           Subdivision and sub-stages plan
- **Attachment H**           Setback plan
- **Attachment I**           Typical Building Envelope Plans
- **Attachment J**           Engineering Services Report
- **Attachment K**           Landscaping Master Plan
- **Attachment L**           Notice of Intent Letter
- **Attachment M**           AAPA Certificates

In preparing this Statement of Effect, we have examined the development application and associated documents, inspected the subject land and locality, and considered the most relevant provisions of the Northern Territory Planning Scheme.

## 2.0 SITE AND LOCALITY DESCRIPTION

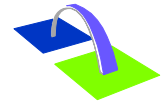
The subject site forms part of the Zuccoli suburb and is located approximately 6.0 kilometres to the south of the Palmerston Central Business District (CBD) and 21 kilometres from the Darwin CBD. It is located within the boundaries of the City of Palmerton municipality.

Zuccoli 5 is located at the south end of Zuccoli Parade and access via Lambrick Avenue to Stuart Highway. Zuccoli Parade runs southwards into Zuccoli 5 and technically terminates in a T-junction with a road connecting to Zuccoli Stages 3 and 4. A Location Plan is at **Figure 1** and also in **Attachment A**.



### Figure 1: Location Plan





## 2.2 Description of Site

The site comprises Lot 12448, Town of Palmerston, and is 39.07 hectares in size. The land is zoned FD (Future Development) under the Northern Territory Planning Scheme. Lot 12448, comprises Zuccoli Stage 5 and is the subject of a Crown lease with Costojic Pty Ltd. The site is vacant and no known easements exist. The land is irregular in shape, and is bound by Zuccoli Stage 1 in the north, Radford Road to the east, the Weddell Connector to the south and Zuccoli Stage 3 and the remainder Lot 4251 to the west. Mitchell Creek runs immediately to the west of Zuccoli, separating it from Roystonea Avenue. Brookings Creek is to the south. A Site Plan is provided at **Figure 2** and at **Attachment B**.



**Figure 2: Site Plan**

## 2.3 Topography and Drainage

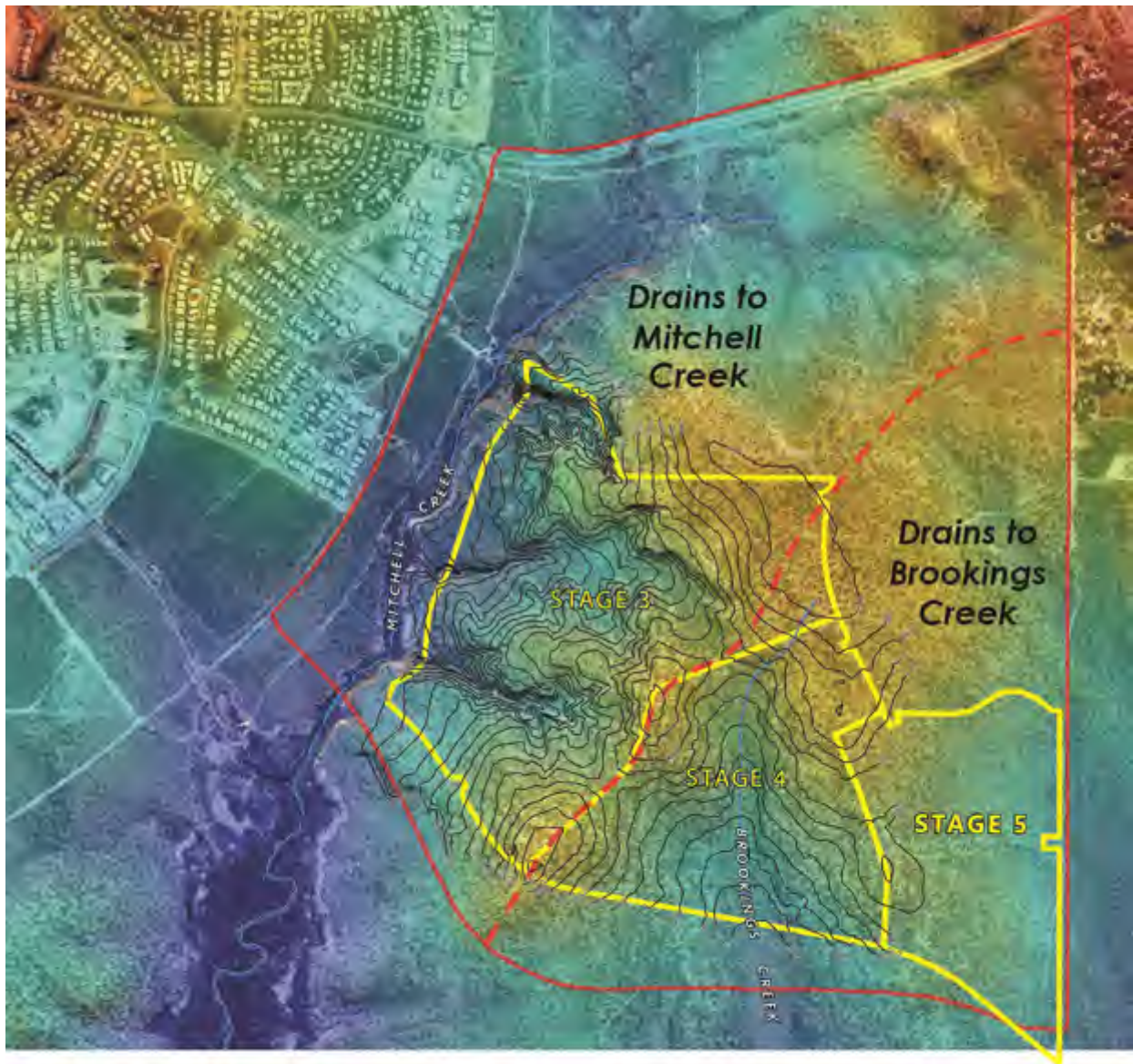
The topography in Zuccoli is predominantly gently undulating with steeper rockier slopes in the first order creek lines. It is dominated by a low ridge running south-east through the site (shown as a dashed red line in **Figure 3**). The area to the west of the ridge drains to Mitchell Creek and features well defined and generally incised, rocky, eroded creek lines. The area to the east drains to Brookings Creek and features wide shallow wetland drainage corridors and seepage zones.





The topography is highlighted in Figure 3 and areas of lower elevation are shown in blue and areas of higher elevation are shown in orange and red. Figure 3 clearly shows the incised rocky creek lines draining to Mitchell Creek. The site is drained by several small creeks and drainage lines, making their way from east to west into Mitchells Creek, and south, southeast towards Brookings Creek.

The topography of Zuccoli 5 is predominantly a gently graded terrain. Two natural flow channels drain in a south easterly direction towards Brookings Creek. The Brookings Creek system has tributaries in a good condition, representing a range of different stream types throughout the system.



**Figure 3: Topography and Drainage**





## 2.4 Land Units, Soils and Vegetation

Land units and soils are shown in **Figure 4**. The land units at Zuccoli reflect the site's topography. On the plateau in the east is a small area of shallow gravelly yellow massive earths. Through the escarpment are shallow gravelly lithosols. On the gentle to steep slopes below the escarpment are shallow gravelly massive earths and in the drainage lines are hard setting deep mottled yellow massive earths. Other than in the drainage lines, the soils are generally shallow and gravelly.

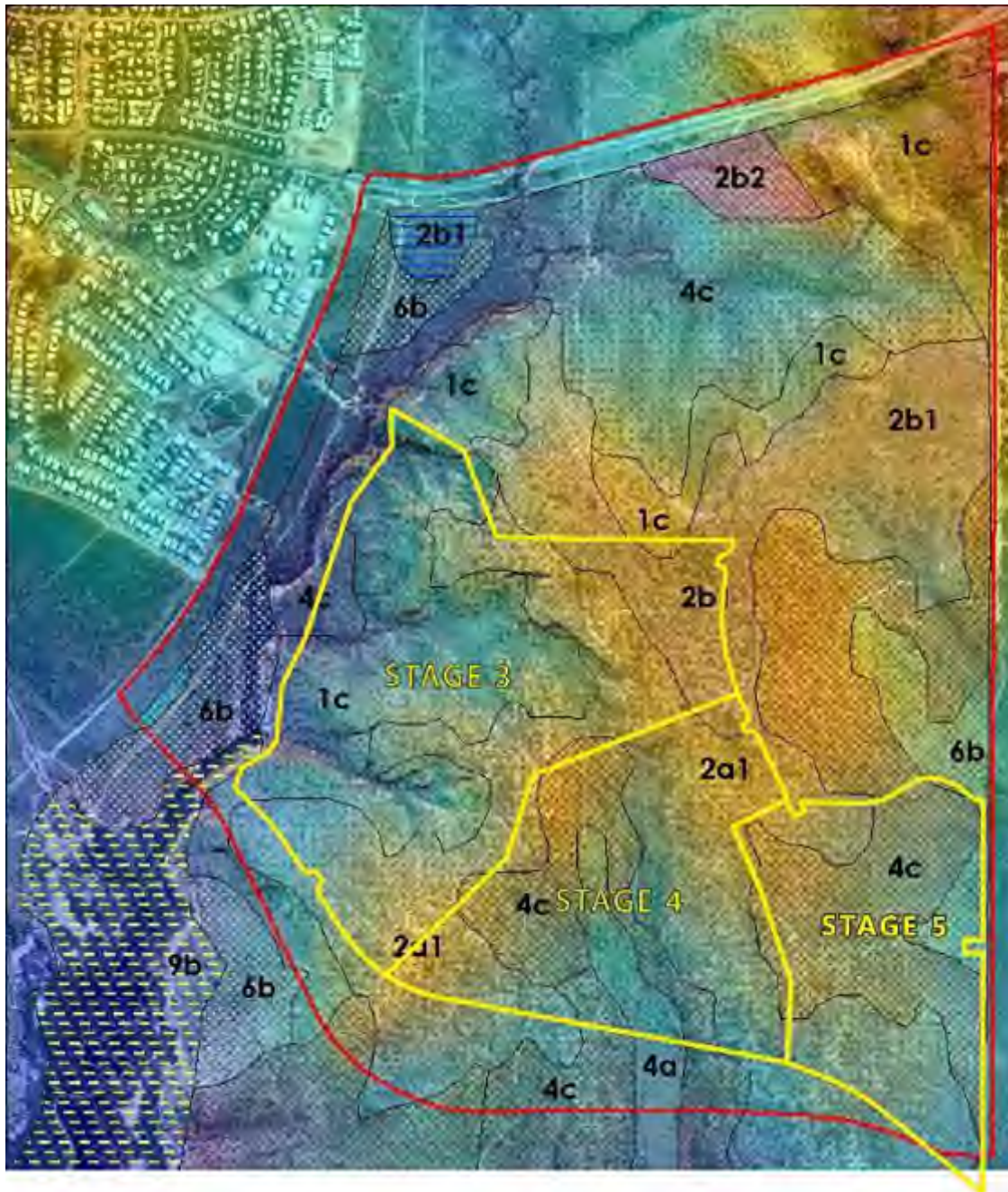
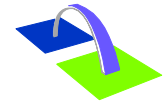


Figure 4: Land units at Zuccoli (\*)



These soils can be susceptible to erosion when disturbed, but otherwise a layer of gravel protects the surface. The land, soils and vegetation at Zuccoli Stage 5 are described in **Table 1**.

**Table 1: Land units, soils and vegetation. (\*)**

Ref	Topography	Soils	Vegetation
<b>2a1</b>	low rises and upper slopes, gradient to 4%	shallow to moderately deep Rudosols and Kandosols	open woodland <i>E.miniata</i> <i>E.tetrodonta</i>
<b>4c</b>	Gentle lower slopes, gradient 0.5 -1.5%	hydrosols	open forest <i>E.tetrodonta</i> <i>E. papuana</i>
<b>6b</b>	Broad drainage floors and creek margins	hydrosols	Tall shrubland <i>Grevillea spp</i> <i>Melaleuca spp</i>

\* Equatica – Water Sensitive Urban Design Strategy Dec 2011

### 3.0 DESCRIPTION OF PROPOSED DEVELOPMENT

#### 3.1 Master Plan and Design Philosophy

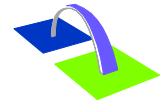
A detailed design philosophy and concept master plan is shown in **Attachment C**.

This document formed the foundation for the proposal that was provided as part of the "Request for Proposal" from the NT Government. All development will be in accordance with the overarching design principles and philosophy as far as detailed design permits.

The urban design philosophy for Zuccoli 5 is to protect the natural values of the site by respecting and celebrating the unique character of Brookings Creek. Environmental values will be retained, natural drainage functions will be protected and water will be conserved. Short term enhancement of natural values will be achieved through weed management, replanting with local species and some works to the current watercourses consistent with final development outcomes. Stormwater management is planned to be integrated with the open space network and adequate land has been allocated for this purposes. Open space provision is to support a healthy lifestyle. In Zuccoli 5, the design philosophy aimed at creating a neighbourhood where people can walk, ride, connect with nature, barbeque, play in adventure parks, utilise the hike and bike trails to go to school, work, operate a business from home and stay fit in an open space network shaded by trees.

The main elements of the design philosophy include the following:

- affordable diverse housing choice with rural views;
- connected communities and shared path networks with hike and bike trails for recreation and fitness;
- fitness park, play scapes for younger members and a links active dog park;



- fully integrated with the fabric and facilities of Stages 3 and 4, where the community enjoys a community hub, integrated within the heart of the urban residential area;
- access to the school and public transport in Stages 3 and 4; and
- a suburb that is accessible, legible and connected in terms of access for both pedestrians and cyclist to open space areas, Mitchell Creek and Brookings Creek, fitness park, a sense of place, consistent with variety and safety.

### 3.2 Subdivision and Staging

#### 3.2.1 Master Plan

Zuccoli 5 represents the last stage of the Zuccoli suburb and is contained in Lot 12448, Town of Palmerston, 575 Roystonea Ave, Zuccoli. The subdivision will provide 451 residential allotments of which 444 are multiple dwelling allotments and seven are rural allotments. Two public open space allotments are provided which are 3.71 hectares in total. A 0.94 hectare drainage reserve allotment is provided to deal with stormwater requirements and an electrical easement in the north which has an area of 0.44 hectares.

The Subdivision Concept Plan at **Attachment D** indicates that most allotments have frontages ranging from 11 metres to 16 metres. Some lots have frontages of over 18 metres and some over 20 metres. The depth of lots are generally 27 metres, 30 metres, 32 metres and up to 40 metres and 50 metres. This provides some flexibility in building design, but also indicates that the overall subdivision is compliant with the requirements under the Planning Scheme.

The urban design principle of creating a variety of lot sizes is depicted on the allotment mix plan at **Attachment E**. It illustrates the distribution of lots. The smaller lots between 300-449 square metres are located as close as possible to the open space areas to leverage off the amenity provided by the open spaces, whilst the larger allotments are located further away from the open spaces, but still distributed in such a way as to not concentrate all the smallest allotments in one area. The larger allotments of 600-800 square metres are provided on the periphery and serve as a transition between the Rural Residential lots in the south eastern corner and the smaller lots.

The provision of open space was defined in such a way that all allotments are within a 400 metre radius of a park. **Figure 5** below indicates in the broader context of Zuccoli Stages 3, 4 and 5 how the creation of the two pockets of open space allows all allotments to be within 400 metres of public open space, creating amenity and a neighbourhood, where residents can live, exercise and play and enjoy openness in their immediate locality. It furthermore depicts the proximity to the neighbourhood centre in Stages 3 and 4, which is within an 800 metre radius and even more accessible through the link created via the east west road connector.





**Figure 5 – Proximity of allotments to public open space and neighbourhood centre**



The development of Zuccoli 5 is to be delivered in six sub-stages and the master staging plan is contained in **Attachment F**. All sub-stages will provide for mostly single dwellings on Multiple Dwelling (MD) zoned lots. Sub-stages A and B, the subject of this subdivision application, provide for a small neighbourhood park that links with an electrical easement, which will serve as a passive open space in Sub-stage C. Sub-stage D provides for a 3.36 hectare primary neighbourhood park (public open space) which will be developed as an active recreation park with a fitness circuit, play scapes and a dog park. A drainage reserve and pump station is also facilitated in Sub-stage D. Sub-stage E accommodates Rural Residential (RR) blocks within the biting insects buffer area.

Zuccoli Stage 5 is linked with the neighbourhood centre in Stages 3 and 4 through a landscaped boulevard, which has been designed to create an attractive tree shaded connection for pedestrians, cyclists and motor vehicles thus enhancing the amenity and connectivity of this important link.

The current FD zone allows for the subdivision as long as the subdivision does not prejudice the intended ultimate subdivision and future use or development of the land.

### **3.2.2 Sub-stages A and B**

The proposed subdivision of Sub-stages A and B, the subject of this application, does not prejudice the potential future development of the remainder of the site. The subdivision proposal is shown at **Figure 6** and in **Attachment G**.



— Stage 5  
 — Stage 1  
 — Substage Boundary



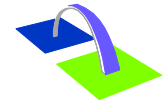
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 Woolner NT 0820

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**Figure 6: Sub-Stage A and B Subdivision**



Sub-stage A, comprises 1.22 hectares and is proposed to be subdivided into 21 residential allotments. Sub-stage B, comprises 4.90 hectare and is proposed to be subdivided into 69 residential allotments and one public open space area. In total, 91 individual lots and one open space lot will be provided as shown in the following table:

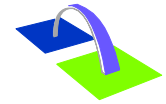
Zone	Current Applicable Zone	Lot Size	# of lots	Zone under Proposed PSA
<b>Sub-Stage A</b>	Multiple Dwelling (MD) for single dwellings	300-449	16	Multiple Dwelling (MD) for single dwellings
	Multiple Dwelling (MD) for single dwellings	450-600	3	Single dwelling (SD) – for single dwellings
	Multiple dwelling (MD) covenanted to allow for only single dwellings	600-800	2	Single dwelling (SD) – for single dwellings
<b>SUB-TOTAL</b>			21	
<b>Sub-stage B</b>	Multiple Dwelling (MD) for single dwellings	300-449	56	Multiple Dwelling (MD) for single dwellings
	Multiple Dwelling (MD) for single dwellings	450-600	13	Single dwelling (SD) – for single dwellings
	Multiple dwelling (MD) covenanted to allow for only single dwellings	600-800	0	Single dwelling (SD) – for single dwellings
	Public Open Spaces (PS)	3700m <sup>2</sup>	1	Public Open Space (PS)
<b>SUB-TOTAL</b>			<b>69 + 1</b>	
<b>TOTAL</b>			<b>91</b>	

Sub-stage A consists of only 21 lots due to the agreement with NTG that the first lots are required to be delivered in January 2016. Sub-stage B will follow immediately thereafter allowing the developer to have approvals well in advance. The staging proposal is thus more specifically established for the construction programme, but will also allow the developer to apply for Part 5 clearance once the first 21 lots are developed and ready to be transferred to new owners.

Sub-stages A and B mainly provide for allotments in the size range 300 square metres to 599 square metres, close to the smaller pocket park in Sub-stage B.

Allotments in Sub-stages A and B with the exception of two allotments are between 11 metres and 16 metres wide and depths are mostly 27 metres and 32 metres deep. There are only two lots in the north western corner of Sub-stage A with total areas greater than 600 square metres that have a frontage of 10 metres. They remain compliant with the planning scheme in that the scheme only regulates frontages of lots less than 600 square metres. These two allotments are readily developable and are capable of accommodating all necessary qualities and characteristics essential for proper allotment planning, layout and servicing.





The subdivision of Stages A and B has 54 lots orientated east-west, allowing the long axis of the building to be oriented east-west, reducing passive heat gain. The remaining 36 residential allotments are orientated north-south however sun exposure can be reduced through the implementation of eaves. The east-west lot orientation was not achieved for all lots partly due to the location of Zuccoli Parade dissecting the site but also as a matter of practicality as this would have considerable impacts on urban design. For instance, to provide a logical and efficient road network and to accommodate stormwater flows within the natural fall of the land.

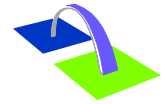
The subdivision is designed in accordance with the Master Plan for Zuccoli 5 and is consistent with the principles of Clause 11.1.3, 11.2.2 and 11.2.4 of the Planning Scheme, accommodating single dwellings on lots between 300 to 600 square metres within zone FD and the nominated zone MD and PS (Public Open Space). There are only two lots that are greater than 600 square metres and these two lots are proposed to be developed with single dwellings. These two lots will be covenanted to prevent any future subdivision into multiple lots or the development to have multiple dwellings on it. There is also the potential of allocating a Single Dwelling (SD) zone should the Minister approve Planning Scheme amendment PA2015/0161.

### **3.3 Variations**

#### **3.3.1 Setbacks**

The proposed variations to setbacks are to provide for additional open space and convenience on smaller lots. Smaller front setbacks result in dwellings being closer to the road, providing for a streetscape where traffic tends to slow down, creating an environment and neighbourhood where children can play in the street and residents better utilise the street to socialise. Wider streets and their pavements without visual or physical obstructions, generally leads to drivers to travel at higher speed which creates an environment that is less friendly and which has reduced perceived safety for pedestrians. With larger setbacks and greater on-site space, there is the tendency for residents to spend less time communally in the street. The more the streets are utilised for social activities and conversation, the safer streets become with more active surveillance, leading to a safer neighbourhood.

*Table A to Clause 7.3* of the Planning Scheme requires on the primary street frontage a minimum setback of 6.0 metres for one and two storey buildings and 4.5 metres for verandas, balconies and structures without external walls (i.e. carports, pergolas, porticos' and shade sails) and on the secondary street frontage 2.5 metres and 1.5 metres respectively. A 1.5 metre setback for all structures is required on side and rear lot boundaries except for shade sails, where a 0.9 metre setback is required.



A variation of the 6.0 metre front setback to 3.0 metres and 4.0 metres respectively for the habitable area of the dwelling is requested, based on the size of the allotment. It is proposed to allow for side by side garages and carports to be at a minimum setback of 5.4 metres for carports and 6.0 metres for garages, which is greater than the setback the Planning Scheme requires. The latter is to assure availability of on-site visitor parking. The 5.4 and 6.0 metre setbacks also assist in the covered parking areas to be recessed behind the dwelling facade, not protruding from the dwelling, which creates improved interfaces with the street. The varied setbacks create interest in the streetscape, whilst still complying with the intent of the clause.

*Clause 7.3.3* allows for a zero setback on one side boundary on allotments less than 600 square metres provided that its external wall is erected to the boundary with no gap. This poses an issue due to pest control requirements. If a wall is to be built on the boundary, it will add to the building cost as wooden trusses will need to be replaced with more expensive steel trusses because ongoing termite treatment will become problematic. Additional cost is not desirable given the requirement on the developer to provide for affordable housing options. It is therefore proposed that an offset of 0.3 metres from the side boundary be allowed in order to allow for the use of timber trusses and therefore termite treatment. However to be compliant with the requirement of *Clause 7.3.3(3)*, which requires no gap to be created, it is proposed that this arrangement (0.3 metres offset) is only allowed on alternate boundaries. No two lots will share a 0.3 metre building setback boundary, purely for the purpose of preventing gaps that would have arisen due to pest control requirements.

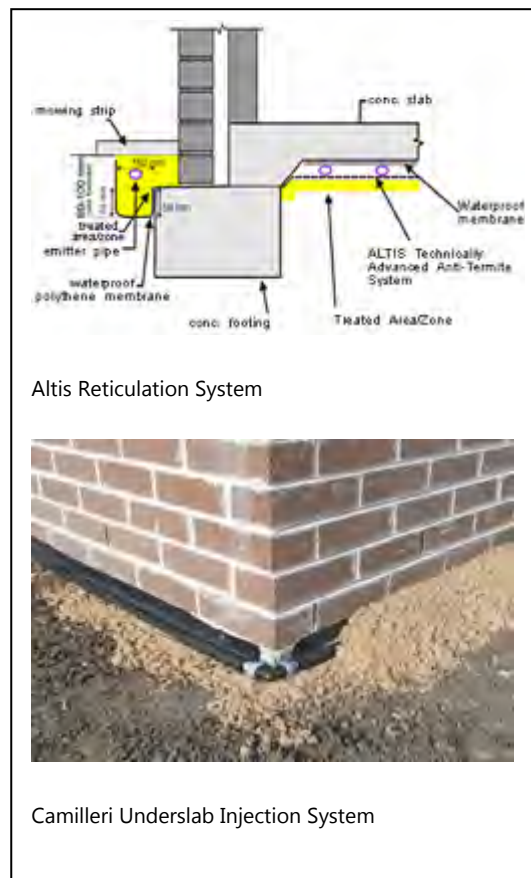
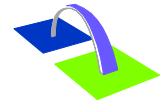
A Setback Plan is contained within **Attachment H**.

The above setback variation proposal was supported and approved by the DCA for Zuccoli Stage 3 and 4, however Development Assessment Services advised recently that they cannot support the above outcome because of issues relating to fencing, maintenance of the wall on the 0.3 metre boundary and accessing the neighbour's property. Building Advisory Services of the Department of Lands, Planning and the Environment has apparently advised that steel trusses should be utilised, which would eliminate the issue of termites.

Discussions with the building industry revealed that converting to steel trusses is not only expensive, it also does not solve the issue of termite infestation. According to industry sources there is evidence in Darwin where steel trusses were used in roof construction of dwellings, but this did not prevent termites infesting the dwelling and destroying wooden skirtings, cornices, cupboards etc.

A Termite barrier system around the dwelling provides a deterrent to concealed entry of the building by termites. There are different options but for the greatest protection, all options require a 0.3 metre setback from the boundary.

Figure 7 below illustrates how termite treatments are completed, however further investigations will be conducted and information provided at the DCA hearing of 16 September 2015.



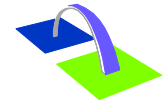
**Figure 7 – Pre-construction termite treatment systems**

### **3.3.2 Tandem Parking**

Clause 6.5.4 requires all parking to be provided in a tandem configuration for lots less than 600 square metres and with a frontage of less than 13 metres. It is acknowledged that the purpose of this requirement is to be sensitive to the streetscape in that it does not present a frontage over 50 percent covered by a hard sealed surface, which has the potential to affect the amenity of the street.

This application proposes a variation to this requirement. It is proposed that all lots with a frontage of 11 to 13 metres be provided with side by side or paired parking as it is regarded that a tandem configuration is impractical, creates unnecessary movements into the street and is not perceived desirable by potential buyers. This configuration allows for at least 6.0 metres of the kerb side frontage to be free of crossovers, providing enough space for a car to park in front of the property, leaving the nature strip available for tree planting and visual amenity, whilst a good interface with the street is also resultant. On-site visitor parking is also more efficient and created in front of the garage or carport.

City of Palmerston policy requires that crossovers be a maximum of 3.5 metre wide, which furthermore assists in the accomplishment of the purpose of the clause.



This variation however is not intended to prohibit the development of tandem car parking, but leaves it open to detailed architectural design and owners choice.

The DCA approved a similar variation for Zuccoli 3 and 4 after detailed discussions with Development Assessment Services.

### **3.3.3 Building Envelope**

The typical Building Envelope Plan at **Attachment I** illustrates that the building envelope prescribed in the Table to Clause 11.2.3 can be met on all lot sizes and lot dimensions.

Lot sizes in Zone MD for single dwelling purposes range from 300 square metres to 450 square metres and provides for the required 7.0 metre by 15 metre building envelope and open space provision of a minimum of 50 square metres with a minimum dimension of 6.0 metres by 6.0 metres.

All lots of 450 square metres to 600 square metres achieve a minimum building envelope requirement of 10 metres by 15 metres to accommodate common building footprints. All lots larger than 600 square metres accommodate a minimum building envelope of 17 metres by 17 metres. By complying with the minimum building envelope requirements, all lots provide sufficient area for dwellings, landscaping, open space and achieve the required dwelling setbacks. Additionally, all lots, including those with frontage less than 13 metres, can provide side by side car parking on the allotment for both residents and visitors and maintains the potential for kerbside parking, as required.

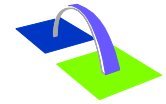
This illustrates that all allotments, including the smallest allotment of 300 square metres, can easily accommodate a three bedroom dwelling with greater envelopes than required under the Table to Clause 11.2.3. The red dotted line indicates the setbacks in accordance with Clause 7.3 and the grey areas indicate the potential building footprint in compliance with the minimum requirements set out in Table to Clause 11.2.3.

### **3.3.4 Site Utilisation**

**Figure 8** displays the potential site utilisation of a 300 square metre allotment, with reduced front setbacks, and demonstrates it can readily accommodate all necessary services and facilities, including areas for waste bins, a tool shed, clothes drying and resident and visitor car parking. The allotment can also accommodate private open space areas including a paved outdoor space, a plunge pool and/or a grassed or landscaped area. Together with the service facilities the total open space is 66 square metres and the minimum dimensions for private open space are readily met. In instances where the building is drawn forward to reduce the front setback to 3.0 or 4.0 metres, the additional area from the front is added to the private open space in the backyard. This does not require a variation to the rear setback.



Figure 8: Site Utilisation



### 3.4 Master Plan Circulation

#### 3.4.1 Road Layout and site access

Zuccoli 5 will be afforded access via Zuccoli Parade sub-arterial and the Road 13 secondary collector linking Zuccoli 4 and 5. A minor access will also be provided by Road 7 between Development Stages 1 and 5. The majority of internal roads will be conventional crowned roads with kerb and channel. The road hierarchy structure has been developed in accordance with CoP Guidelines and the design considered the movement of internal traffic within the proposed development and the interaction of expected site generated traffic with the surrounding road networks.

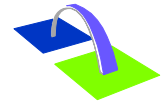
The hierarchical structure of the road network provides for a logical and efficient street network while still maximising safety. The hierarchy includes an extension of the existing Zuccoli Parade sub-arterial, a secondary collector road, a series of local access roads, and two minor roads. The extension of Zuccoli Parade will be the main point of entry into Zuccoli 5, Stages A and B, which is the subject of this application.

The proposed road hierarchy for Zuccoli 5, Stages A and B, is provided at **Figure 9**. The Engineering Report provided at **Attachment J** discusses the overall road layout for Zuccoli 5, as well as technical specifications, in further detail.



**Figure 9 – Proposed Road Hierarchy and Network**





Road types, functions and proposed widths and characteristics are discussed below. The definitions for each road type have been adopted from the CoP Development Guidelines.

#### Sub Arterial Road

Sub arterial roads act as feeder or connecting roads, linking the residential areas with the arterial road system and are typically dual lane. Sub arterial roads typically run external to the suburb, forming part of the suburb boundary and do not provide direct frontage to residential lots. However they can provide access to larger traffic generating developments such as schools, public facilities and shopping centres. The following are the standard formats for these roads:

- 30 metre Road Reserve: 14 metre carriageway with 2 metre median and footpaths.
- 28 metre Road Reserve: 12 metre carriageway with footpaths.

#### Collector Roads

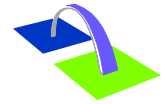
Collector roads primary purpose is to connect the residential cells of a suburb to the traffic carrying sub arterial roads. The roads generally have a number of access roads branching from them and can provide direct access to residential lots. Collector roads will typically be single. The following sets out the criteria for the two types of collector roads:

- Secondary collectors typically cater for catchments of up to 250 residences and provide access to one or more local access roads. Generally, secondary collector roads servicing more than 125 residences should have more than one access outlet. Typically, no schools, shops or bus routes are established on secondary collectors.
- 18 metre Road Reserve – 8 metre carriageway with footpaths.
- Primary collectors have the same definition and criteria as a secondary collector but have a stronger connectivity between suburbs and the distributor road system. Schools and shops may access the road and the cross section is wide enough to accommodate a bus route. Direct residential lot frontage access to primary collectors needs to be assessed in terms of impacts on the function of the road.
- 21 metre Road Reserve 11.0 metre carriageway with footpaths.

#### Local Access Roads

A local access road consists of loops and through roads between collector roads. They provide lot frontage and generally give access to up to 60 residences. Local access roads are single lane with a maximum speed limit of 50 km/hr.

- 16 metre Road Reserve – 7 metre carriageway with footpaths.



### Minor Roads

Minor roads include short loops and cul-de-sac's which provide direct access to residential lots. Minor roads typically service no more than 25 residences and should generally not exceed 200 metres in length.

- 16 metre Road Reserve – 7 metre carriageway with footpaths.
- 15 metre Road Reserve – 6 metre carriageway with footpaths.

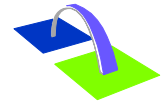
Overall, the proposed road hierarchy within the subdivision is considered appropriate to provide for access to future dwellings and safe and efficient traffic flow and management through the development. The Road Hierarchy as attached to the Engineering Services Report has been developed in accordance with CoP Guidelines.

The Traffic Impact Assessment prepared by SMEC, July 2015, concluded that:

- the Zuccoli 5 Master Plan provides satisfactory access/egress to the external road network, via three main site access/egress points;
- the proposed road reserve and cross sections are consistent with the City of Palmerston Development Guidelines, for the function and anticipated traffic volumes for each road type;
- the proposed road hierarchy will ensure that appropriate integration with future roads surrounding the site can occur;
- the road hierarchy should be adopted in order to adequately handle the estimated traffic volumes within the site;
- the turn warrant assessment shows that basic turn treatment at the two main intersections within the development site will be required;
- the Master Plan layout has allowed for a permeable network of formal and informal open spaces linked by shared pedestrian and cycle path access; and
- NTG has advised that a bus route is not required to service the Zuccoli 5 development area, therefore, no allowance has been made for buses in relation to the proposed hierarchy within Zuccoli 5. A bus route is provided along the major road links within the wider development area and the majority of the development site is within the 600 metre walkability radius.

It is thus clear that the surrounding areas will not be negatively affected by the development of Zuccoli 5 and that there is adequate road capacity to deal with the traffic generated through this development.





### **3.4.2 Pedestrian Walkways and Cycle Paths**

Street widths are designed to provide for adequate sidewalks to at least one side of the road for pedestrians to conveniently move around the suburb. A shared walking trail and cycle path is provided through the open space network for pedestrians and cyclists to enjoy the outdoors and to transit within the suburb and to the surrounding area. An active cycle trail will also be provided within the large parcel of public open space to create an interesting and vibrant recreational area to encourage active lifestyles.

The Master Plan layout has allowed a formal open space with shared pedestrian and cycle path access. The proposed layout promotes walkability, cycling and accessibility throughout the Zuccoli suburb, and also provides connectivity to parks and adjacent neighbouring communities. A Footpath Connectivity Plan is contained in Appendix F of the Engineering Report provided at **Attachment J**.

### **3.4.3 Public Transport**

NTG has advised that a bus route is not required to service the Zuccoli 5 development area. Bus stops will be located on Zuccoli Parade north of this development and to the east within the Zuccoli 3 and 4 development. NTG also confirmed the walkability requirement has been increased from 400 metres to 600 metres, to comply with the bus route specified. A Bus Route Plan for the overall Zuccoli Development is contained within Appendix E of the Engineering Report provided at **Attachment J**.

## **3.5 Servicing and Infrastructure**

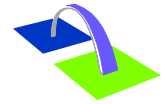
An Engineering Services Report detailing the proposed stormwater, water, sewer, and electricity arrangements has been prepared by SMEC, and is enclosed at **Attachment J**.

### **3.5.1 Stormwater**

In accordance with CoP guidelines and standard drawings, a piped network will be provided for the stormwater catchment. The system has been designed to satisfy CoP stormwater quality and quantity objectives, specifically the City of Palmerston Development Guidelines Rev C 2014. The preliminary stormwater layout for sub-stages A and B of Zuccoli 5 is provided in the Engineering Report, provided at **Attachment J**.

The key components of the construction phase of stormwater management for sub-stages A and B of Zuccoli 5 are as follows:

- Litter and waste management (non-hazardous material);
- Litter and waste management (hazardous material);
- Washing down practices;
- Water conservation; and
- Erosion and sediment control measures.



Additionally, and of key importance, a temporary sediment basin will be constructed during the construction phase to collect and settle sediment-laden surface water runoff from the site during construction.

The key components of the operational phase of stormwater management for sub-stages A and B of Zuccoli 5 will manage quantity and quality of stormwater flows and are as follows.

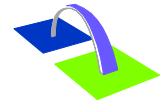
- Grass swale – a grass swale is proposed to convey stormwater runoff from the site to the detention basin.
- Gross pollutant traps (GPT) – a GPT such as an Ecosol Net Guard or an approved equivalent is to be located at the headwall outlet of the closed conduit stormwater system and within the boundary of the proposed detention basin. The purpose of the GPT is to protect the detention basin from debris blockage.
- Detention basin – the purpose of the detention basin is to reduce and attenuate the peak discharge from the site.

Scenarios were tested on XPRAFTS stormwater modelling for 1, 2, 5, 10, 20, 50, and 100 ARI storm events for a range of durations. The results demonstrate that stormwater flow rates from pre- to post-development can be mitigated. Scenarios were also tested on MUSIC stormwater modelling which indicated that gross pollutants can be appropriately removed from the site, but that to remove an appropriate quantity of total nitrogen prior to discharge a tertiary stormwater treatment measure such as a bio-retention system will need to be implanted. CoP have informed the applicant through SMEC that they will not approve bio-retention basins/swales, infiltration basins/swales or constructed wetlands as acceptable stormwater quality treatment systems for the site. However the stormwater treatment train for the site satisfies the CoP's stormwater quantity and quality objectives.

### **3.5.2 Sewer**

The internal sewer reticulation servicing the individual lots will be designed and constructed in accordance with Power and Water Corporation and CoP guidelines and standard drawings, including provision of gas traps.

Zuccoli is divided into four main catchment areas which discharge to Lambrick Sewer Pump Station (SPS), Radford Road SPS, Zuccoli West SPS and Zuccoli South SPS. Zuccoli Stage 5 is currently traversed by a DN300 gravity sewer that was constructed to connect Zuccoli Stage 1 with the Radford Road SPS. The Radford Road SPS currently discharges with limited capacity north to the catchment of Lambrick SPS but will be diverted west to the Zuccoli West SPS, which is currently under construction.



The sewerage network proposed to service the Zuccoli 5 development will utilise a gravity system to direct sewerage flows into the existing sewer infrastructure serviced by the Radford Road SPS. GHD has identified that the existing DN300 gravity main is only capable of servicing 600 equivalent persons (EP) from northern areas of Zuccoli 5 and the Radford Road SPS can service 1640EP from the development. However NTG have reserved an additional 60EP contingency to dispose at their discretion. The detailed design stage will ensure that current infrastructure limitations are not exceeded and consideration will be given to the contingency reserves of NTG.

A detailed description of the sewer strategy is outlined in the Engineering Services Report provided at **Attachment J**.

### **3.5.3 Electricity**

Provision for the utility is provided for in the road reserve in accordance with the CoP and other authority guidelines and standard drawings. Design is being undertaken by Aurecon in consultation with SMEC.

### **3.5.4 Water**

Zuccoli 5 Sub-stages A and B will be supplied as part of the new reduced pressure zone by a connection to an elevated tank constructed by Power and Water Corporation (PWC) in the north-east corner of Zuccoli. The internal system will convey water from the connection point at Lambrick Avenue to Roystonea Avenue at the southern Zuccoli connector intersection and hence to the southern portion of Palmerston in parallel with existing and proposed mains in Lambrick and Roystonea Avenues.

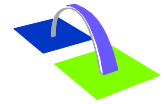
The design and construction of the water supply will be undertaken in accordance with the standard requirements of the Water Supply Code of Australia (WSA 03-2002), and the PWC Part 1 supplement to this code, dated April 2010. PWC will guarantee a minimum flow rate of 20 litres/minute and this service standard applies to major urban centres, including Palmerston. The minimum and maximum allowable pressures within the development's network will be kept between 20 metre to 60 metre residual head for normal peak hour flow conditions.

Further detail is provided in the Engineering Report at **Attachment J**.

### **3.5.5 Earthworks**

The bulk earthworks design for the site is proposed to follow the natural contours of the land to minimise the cut and fill requirement. Generally, allotments will be designed to ensure that the properties fall towards the road reserve in accordance with local authority requirements. It is envisaged that all fill materials required to re-profile the development will be sourced from within the site, with the intention that the net earthwork operations on the site will be balanced. A detailed earthworks plan for sub-stages A and B is provided in the Engineering Report at **Attachment J**.

Upon the completion of any earthworks, the subject site will be stabilised by the redistribution of stockpiled topsoil, hydro mulch stabilisation or landscaping, as appropriate and in accordance with the requirements of CoP.



### 3.6 Open Space and Landscaping

Stages A and B are bound by Zuccoli Stage 1 and 4 to the north, Zuccoli Parade to the east and the remainder portion of Stage 5 to the south. The entire Stage 5 is bounded to the north by Zuccoli Stage 1, to the east by Radford Road, to the south by Zuccoli Southern Connector and to the west by Zuccoli Stages 3 and 4. The site does not have the same natural features or amenity as enjoyed by Zuccoli Stages 3 and 4. The Master Planning for Stage 5 offers its own sport focussed parkland with connections to the residential areas, however special design focus went into the integration of Stage 5 with the fabric and facilities of Stages 3 and 4. A landscaped boulevard links Stage 5 directly with the neighbourhood centre in Stages 3 and 4 thereby creating additional amenity over and above the sport focussed open space as well as a secondary local park in the north of Sub-stage B.

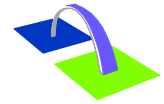
The total site area for Stage 5 is 39.07 hectare. The net developable area is 37.34 hectare. Two public open space areas are provided, totalling 3.71 hectares of active open space. The main public open space of 3.34 hectares is proposed to be developed with a fitness park with feature group exercise equipment and fitness stations where people can train together or individually throughout the same space. Play scape areas are incorporated to provide shaded play areas for the enjoyment of smaller children in a safe fenced area. It is furthermore proposed to allow for an area where dogs could be let off the leash and exercise. This public open space will be linked with the neighbourhood centre in Zuccoli Stages 3 and 4 via a pedestrian and vehicle boulevard style road. This way communities are connected and Zuccoli 3, 4 and 5 are developed as an interlinked neighbourhood. A smaller neighbourhood park of 3,700 square metres is provided in Sub-stage B in the north, mainly to provide amenity for residents in that locality. The abutting easement 4,384 square metres in size is proposed to be landscaped and planted with trees to form a linear open space eastwards for the enjoyment of residents in Zuccoli Stage 1 as well as Zuccoli Stage 5, Sub-stages A and B thus connecting communities through open space provision.

Other areas of open space are also provided. On the eastern side is a passive area of 400 square metres abutting the sewer pump station and in the south-western corner is a pedestrian access area of 92 square metres which will also double as a service easement to provide for water and electrical connections to the Zuccoli Southern Connector Road.

**Figure 10**, extracted from the Landscaping Master Plan provided at **Attachment K**, shows open space and landscaping across the future stages of Zuccoli 5.



**Figure 10: Open Space and landscaping**  
\*from Page 1 of the Landscaping Master Plan at Attachment K.



The open space is within walking distance of all residential lots in Zuccoli 5. An integrated network of local and district parks is provided and designed to provide passive recreation opportunities with retained natural vegetation and landform and connections are provided to link the different stages of Zuccoli.

Open space is provided as follows:

- A 3.4 hectare as the main public open space and will be developed as part of Sub-stage D; and
- A 0.37 hectare neighbourhood park which will be developed as part of Sub-stage B, providing 3.71 hectares in total constituting 9 percent active public open space. In addition to the active open space open space is provided in the form of a 0.94 hectare drainage reserve, a 0.04 hectare open space abutting the pump station and a 0.44 hectare electrical easement area on the northern boundary of Zuccoli 5. All of these will be treated, open and usable as open space.

### 3.7 Site Constraints

There are no physical site constraints preventing the development of the land.

Biting insects have been identified to be located in the southern portion of the site and impacts Sub-stage E, and to a lesser degree, Sub-stage F of the subdivision area. The Department of Health and Families has guidelines that need to be considered at the relevant time.

## 4.0 COMPLIANCE WITH NORTHERN TERRITORY PLANNING SCHEME, NTEPA AND AAPA

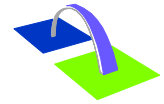
### 4.1 Area Plans and Planning Scheme

Clause 4.1 of the Northern Territory Planning Scheme (NTPS) provides planning principles and sets out the administration of the planning scheme and states:

*"is to contribute to a built, rural and natural environment supporting the diverse lifestyle and the social, cultural and economic development of the Territory promoting amongst others safe communities, housing choice, public infrastructure including a coordinated integrated and efficient transport network, recreational and cultural opportunities and best practice environmental management."*

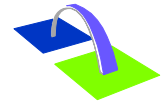
It further references sustainable use and development of land and water resources, the supply of sufficient use for all types of uses, promotes climatic response in urban design and the conservation of sensitive areas in terms of environment, culture and heritage. All the above mentioned principles were considered in detail and the proposal facilitates urban development consistent with the planning principles.

Clause 4.2 – Darwin Land Use Framework compliance – only one objective is relevant to the Zuccoli development and is outlined below:



OBJECTIVE 1	
Provide for orderly and appropriate development in the region	
DESIGN RESPONSE	COMPLIANCE
<p>(a) caters for a growing population consistent with the Darwin Region, Coomalie and Finnis and Cox Peninsula Land Use Frameworks and any area plan in Part 8 applicable in the circumstances;</p> <p>(b) recognises the inherent aesthetic and environmental values of the Darwin Harbour; and</p> <p>(c) maximises existing development options including urban infill;</p>	<ul style="list-style-type: none"> <li>The Darwin Regional Land Use Framework identified the land for future urban development and the proposal is consistent with this.</li> <li>As detailed in this proposal, significant consideration and future investment will be made into management of stormwater in the area consistent with WSUD principles.</li> </ul> <p>This will ensure that this development does not contribute to a decline in water quality or environmental values of the Darwin Harbour or wetland systems.</p> <ul style="list-style-type: none"> <li>The development proposal maximises the reasonable development opportunities at the site in balance with the responsible protection of the natural values and environmental character of the area.</li> <li>The urban form maximises infill potential through compact urban form while providing diverse housing options and access to recreational opportunities. The lot sizes and types respond to recognised demand.</li> </ul>





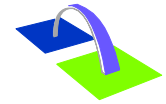
### Clause 14.5.1 (Palmerston Eastern Suburbs Planning Principles and Area Plans)

#### OBJECTIVE 1

Provide compact, accessible and walkable neighbourhoods that are safe and foster a sense of community and local identity.

DESIGN RESPONSE	COMPLIANCE
<p>(a) the use of natural areas, open spaces and traffic corridors to delineate and identify individual neighbourhoods;</p> <p>(b) neighbourhood centres located to maximise opportunities for vehicular, cycle and pedestrian access via streets or open space corridors;</p> <p>(c) a mix of housing types and lot sizes including smaller lots and medium density housing in areas within or adjacent to neighbourhood centres, public transport and areas of high amenity such as close to parks;</p> <p>(d) a network of local and neighbourhood parks that cater for a range of activities and are cost effective to maintain;</p> <p>(e) a stormwater management system that, where appropriate, utilises open space and natural corridors;</p> <p>(f) an arterial road network providing direct links to the city centre, designed to support efficient public transport, pedestrian and cycle networks and landscaped to provide shade and visual amenity;</p> <p>(g) landscaped boulevard style avenues to provide movement corridors within neighbourhoods and establish a 'sense of place'; and</p> <p>(h) an interconnected local street network providing access, route choice, and designed with priority for safe, efficient and pleasant walking and cycling.</p>	<ul style="list-style-type: none"> <li>Throughout the design of Zuccoli Stage 5 the proximity to Zuccoli Stage 3 and 4 was considered and how Stage 5 could connect with it to form an integrated suburb. The development proposal of all 3 stages demonstrates a high level of compliance with these design objectives.</li> <li>Zuccoli Stage 5 connects through to the neighbourhood centre in Zuccoli 3 and 4</li> <li>The Stage 5 development does not have the same level of residential mix opportunities as Stage 3 and 4 but still achieves density outcomes that will support the delivery of affordable housing.</li> <li>The density allows for a well-connected and well-serviced community in terms of public transport services, and the economic viability of local service and commercial outcomes. In conjunction with the availability of dwelling diversity so residents can find a dwelling that suits their needs, this will be an affordable place to live.</li> <li>The provision of a large public open space to be developed as a fitness park with shaded play scapes for smaller children and a dog park, will create a certain character and sense of place in Stage 5. The pedestrian and vehicle links between the village centre in Stages 3 and 4 and the fitness park will meet the requirement for accessible and walkable neighbourhoods.</li> </ul>

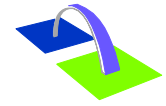




## OBJECTIVE 2

Promote community focused neighbourhood centres with a compatible mix of uses serving the local community.

DESIGN RESPONSE	COMPLIANCE
<p>(a) the provision of commercial and business activities within the centres which focus on local community needs and create opportunities for local employment without detracting from the City Centre as the principle focus for higher order services;</p> <p>(b) the provision of community services such as child and elderly persons care;</p> <p>(c) integration of medium density residential development above commercial and community uses;</p> <p>(d) incorporation of urban open spaces to assist in establishing a sense of place and provide opportunities for people to congregate and interact;</p> <p>(e) responsive neighbourhood centre layout and design that provides an active interface between various activities and creates opportunities for casual surveillance to contribute to personal and property security; and</p> <p>(f) community facilities designed to accommodate a variety of uses and be adaptable to changing neighbourhood requirements over time.</p>	<ul style="list-style-type: none"> <li>Stage 5 will add to the density and support the activity centre in Stages 3 and 4 that has originally been located within designated land uses to ensure the achievement of the critical population levels to support the delivery of required local commercial and community services</li> </ul>



## OBJECTIVE 3

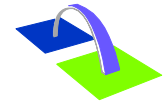
Relate the scale of development within neighbourhood centres to both the surrounding and the desired future character.

DESIGN RESPONSE	COMPLIANCE
<ul style="list-style-type: none"> <li>(a) protecting the amenity of adjoining residential areas;</li> <li>(b) incorporating a range of building heights; and</li> <li>(c) creating positive mixed use relationships to reduce conflicts between public and private uses.</li> </ul>	<ul style="list-style-type: none"> <li>• Building height within Stage 5 is kept to two storeys only to be sensitive to the surrounding character and landscape. As well as that there is no commercial function present in this stage that requires the provision of density in buildings above two storeys.</li> </ul>

## OBJECTIVE 4

Provide a range of both lot sizes and housing choice to cater for diverse household types by

DESIGN RESPONSE	COMPLIANCE
<ul style="list-style-type: none"> <li>(a) creating a mix of lot sizes for single and / or multiple dwellings;</li> <li>(b) associating medium density housing including, townhouses and apartments and accommodation for aged persons and people requiring assistance with neighbourhood centres or areas of high amenity; and</li> <li>(c) providing rural residential lots as a further choice and to serve as buffers between urban residential areas and existing rural living or potential biting insect areas.</li> </ul>	<ul style="list-style-type: none"> <li>• The development proposal provides a comprehensive mix of housing opportunities from 4,000 square metre Rural Residential lots as a buffer to constrained land, to multiple dwelling lots adequate for single dwellings. No higher density lots are provided due to Stage 5's proximity to Stage 3 and 4 where apartment style living in six-level developments are proposed.</li> </ul>



## OBJECTIVE 5

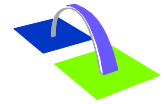
Providing community purpose sites of sufficient size to allow collation and integration of schools and other significant community and active recreation serving more than an individual neighbourhood.

DESIGN RESPONSE	COMPLIANCE
<ul style="list-style-type: none"> <li>(a) respond to policies for the provision of education facilities and increase opportunities for local choice in education through the collocation of facilities;</li> <li>(b) minimise the impacts that large community purpose sites have on the walkability and/or population capacity of individual neighbourhoods;</li> <li>(c) achieve efficiencies through shared use of facilities and infrastructure particularly active recreation spaces; and</li> <li>(d) maximise opportunities to access public transport and provide efficient and safe pedestrian and cycle networks.</li> </ul>	<ul style="list-style-type: none"> <li>• Not relevant to this stage of the Zuccoli suburb. Apart from the provision of public open space that will be developed with an active fitness areas, no other community purpose land is provided in Zuccoli Stage 5 based on the close proximity of the school site in Stages 3 and 4.</li> <li>• This site is integrated into the broader area with adequate landscaped pedestrian and cyclist corridors connecting</li> </ul>

## OBJECTIVE 6

Preserve and integrate areas of environmental and heritage significance.

DESIGN RESPONSE	COMPLIANCE
<ul style="list-style-type: none"> <li>(a) limiting use of estuarine mangrove areas and the Mitchell Creek drainage corridor and associated upland areas to recreation activities which enhance rather than detract from conservation values;</li> <li>(b) implementing appropriate environmental and engineering measures, including but not limited to the application of principles of water sensitive urban design; and</li> <li>(c) retention of the 17 and a half mile WWII camp site as public open space.</li> </ul>	<ul style="list-style-type: none"> <li>• Zuccoli 5 does not interact with the estuarine mangrove areas or the Mitchell Creek drainage corridor.</li> <li>• A grass swale, a gross pollutant trap and a detention basin are incorporated to regulate through WSUD the quality and quantity of stormwater flows.</li> <li>• Retention where possible of the natural contours and correspondingly the protection of significant trees within the development areas will be primary considerations in the detailed design process. The 17 and a half mile WWII camp is outside of Zuccoli Stage 5.</li> </ul>



	<ul style="list-style-type: none"> <li>This strong approach to protection of the natural assets and the contribution this will make to the sense of place and character of the development area is facilitated by the approach to density development at the site. The proposed dwelling yield and forms of development proposed are considered necessary in meeting the sustainability requirement of this part and to provide the potential to develop the extensive areas of open space and associated recreation and community facilities.</li> </ul>
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In summary, it indicates that the design of the proposed development complies with all the objectives of the NTPS.

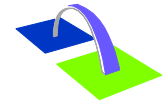
#### 4.2 Planning Scheme Amendments:

Section 51 (b) of the *Planning Act* requires the Development Consent Authority (DCA) to consider any proposed amendments to the Planning Scheme.

The Minister for Lands Planning and the Environment approved exhibition of a Planning Scheme Amendment PA2015/0161 which allows for lots ranging from 450 square meters to 800 square metres to be allocated a Single Dwelling (SD) zoning in Greenfield Developments. Currently the minimum lot size permitted under Zone SD (Single Dwelling Residential) is 800 square metres. It is however not known when this Planning Scheme Amendment, that finished exhibition on 26 June 2015, will be determined.

The above Planning Scheme Amendment essentially provides for lots less than 800 square metres in Zone SD, whilst currently it is limited to a minimum of 800 square metres. The proposal is relevant to greenfield developments and would thus be applicable to Zuccoli Stage 5.

In an assessment of the impacts on the subdivision proposal for Sub-stages A and B it was determined that this proposal would be compliant with all proposed new clauses. It will only influence the allocated zone at the stage of normalisation or when the zones are allocated after land titles are issued.



The average lot size is outlined under the new Clause 11.1.2 (3) to be a minimum of 600 square metres. Clause 11.2.1 (b) requires that all lots less than 600 square metres will be on land with a gentle slope. Zuccoli 5 is defined to be gently graded terrain. Clauses 11.2.3 refers to building envelopes and under the current scheme clauses it complies implicating that it will also comply with the amended clause should it be adopted. Clause 11.2.4 refers to performance criteria for lots less than 600 square metres. No lot proposed in the subdivision has a frontage to a public road less than the required frontage of 10 metres and typical building envelope diagrams are provided at **Attachment I**, for allotments in a certain size range, confirming compliance with the building envelope requirement.

Furthermore, driveway access, setbacks and open space requirements under clauses 6.5.4, 7.3.3 and 7.5 will be complied with as a matter of course. This Planning Scheme Amendment reflects the variations that have been applied for in the subdivision application for Stages 3 and 4 and this application is subject to similar variations as previously approved.

It is thus anticipated that should the Minister determine to approve the Planning Scheme Amendment this subdivision proposal for Sub-stages A and B will be compliant with the new amended clauses.

Under the current provisions, third party owners can potentially lodge an application to apply for the subdivision of lots greater than 600 square metres into two 300 square metres lots or develop it with multiple dwellings. The DCA previously expressed concerns relating to this and required these types of lots to be covenanted. Should this amendment be approved this will no longer be possible because lots that are 450 to 600 square metres will be normalised with a Single Dwelling (SD) zone, opposed to the current Multiple Dwelling zone for single dwellings.

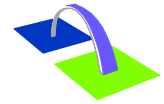
#### **4.3 Environmental Protection Authority – Notice of Intent**

In 2012, the then Department of Construction and Infrastructure applied to the then Division of Environment and Heritage whether a Notice of Intent (NOI) was required for the further development of Zuccoli Stage Two. The Department was informed that a NOI was not required as Zuccoli 5 forms part of the Stage Two Zuccoli Suburb. A copy of the letter confirming the latter was received from Environment and Heritage Division in connection with Stages 3 and 4 and is taken to be relevant to Stage 5 as well. This letter is attached at **Attachment L**.

Further enquiries were made to the Environmental Protection Authority which identified they will provide detailed comment once more information regarding the proposal is provided. This report and the associated documents will be provided to the EPA.

#### **4.4 AAPA Certificates**

**Attachment M** contains the AAPA certificates 2009/23 and 2009/24 issued for the development of the Zuccoli Suburb, and a confirmation letter issued for the purposes of Stage 3 and 4. It is confirmed that the same would apply to Stage 5 therefore no additional enquiries have been made.



The AAPA previously confirmed as follows:

*"As this Authority certificate (C2009/024) is issued to the Department of infrastructure (DOI), only contractors acting on their behalf are covered under this certificate. If your client is not a contractor of DOI, then they will need to seek their own Authority certificate. If your client is a contractors acting on behalf of DOI then there is a few points they need to be aware of;*

- *As stated in the authority certificate if no works have commenced within 24 months of this certificate being issued then this certificate will be expired.*
- *If works have commenced and been completed then this certificate is expired and a new certificate is needed.*
- *If works have commenced and are still ongoing then this certificate is still valid until such works are complete.*
- *If the works they are proposing now do not fall within the scope of proposed work stated in C2009/024 then they will need to seek a new certificate.*

*Please also note that if your client is not a contractor acting on behalf of DOI, there is possibility that we can issue them with their own Authority certificate without the need to re-consult. We would need approval from our CEO first but once approve we would be able to issue an authority certificate based on recent consultations which will be in there name".*

The developer has received the signed agreement and will be providing this to the AAPA shortly.

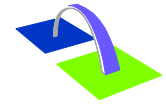
## **5.0 STATUTORY REQUIREMENTS - SECTION 46(3) OF THE NT PLANNING ACT**

### **5.1 Section 46(3)(a) – Compliance with the Planning Scheme**

The site is located in the FD (Future Development) Zone of the Northern Territory Planning Scheme. The intent is to nominate zones across the MD (Multiple Dwelling Residential) Zone for single and multiple dwellings and Public Open Space (PS) Zone to the newly created lots. The following has regard to the relevant provisions of the Planning Scheme for the proposed subdivision within those zones.

#### *Clause 5.26 - Zone FD (Future Development)*

- "1. Zone FD is an interim zone identifying an area that is intended for future rezoning and development in accordance with an Area Plan (where applicable) and its purpose is to:*
- (a) limit uses and development within the zone to a level that will not prejudice the future development; and*
  - (b) provide for development in accordance with the Area Plan (where applicable) once services are (or can be) made available to the land.*



2. *Subdivision is not to prejudice the intended ultimate subdivision and future use or development of the land."*

The subdivision will not prejudice the intended use of the land rather it will facilitate the development of the land in accordance with the area plan and will be consistent with the ultimate intent. The zoning of the land will be normalised following subdivision.

Clause 5.2 provides the purpose of the MD Zone:

- "1. *The primary purpose of Zone MD is to provide for a range of housing options to a maximum height of two storeys above ground level.*
- '2. *The scale, character and architectural style of infill development should be compatible with the streetscape and surrounding development.*
3. *A single dwelling on a lot less than 600m<sup>2</sup> should be integrated in terms of design and site layout with adjacent development and street infrastructure."*

The subdivision will facilitate the development of the land for urban residential purposes in accordance with the MD Zone. The proposal is considered consistent with the primary purpose of the relevant zones. The majority of lots will be in the MD zone and developed with single dwellings. All these dwellings will be integrated in terms of design and site layout. Although there are no community facilities like a school and neighbourhood centre proposed in Stage 5, the proximity of these facilities in Stages 3 and 4 is seen to be adequate.

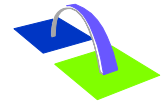
Zuccoli 5 is currently vacant land similar to the adjacent Stages 3 and 4. Stage 1 to the north is under construction. There is thus no surrounding development that needs to be taken into consideration. However, typical building envelope diagrams are proposed to ensure future developments have appealing streetscapes, are harmonious in design and provide for a "sense of place" and character.

At the time of physical development, consent will be sought and the development plans will be compliant with all the requirements under the Scheme as well as the variations granted through the approval of the building envelope and setback plans.

Clause 6.13 and Clause 11.1.3 restricts and/or allows development of land zoned FD in so far as it is consistent with the intended future use or development of the land.

*Where a development permit for subdivision in Zone FD has been granted the Development Consent authority may permit development of land in Zone FD only if:*

- (a) *the development is consistent with any Area Plan in Part 8 applicable in the circumstances;*
- (b) *the development is consistent with the intended ultimate zoning; and*
- (c) *services (in particular reticulated services including water and sewerage) are, or can be, made available to that land.*



*Furthermore, the Consent Authority may permit subdivision into lots of a size and configuration consistent with the ultimate zoning of the land.*

The Palmerston Eastern Suburbs Area Plan (June 2013) provides for the development of Zuccoli and nominates urban residential land uses within the ambit of Zuccoli 5.

The Zuccoli 5 development will be serviced per stage to provide for power and water, sewer, and a road network in accordance with the Engineering Report. The engineering services will be provided per stage as per the Master Staging Plan at **Attachment F**. Road networks will be in accordance with the design guidelines of City of Palmerston and the Road Hierarchy Structure. The system is designed to provide for the safe and efficient movement of internal traffic within the proposed development and the interaction of expected site generated traffic with surrounding road networks.

*Clause 11.1.1* provides minimum lot sizes and requirements to ensure lots are of a size capable of accommodating future uses. Table to Clause 11.1.1 provides for lot sizes in Zone MD to be a minimum of 300 square metres.

Sub clause 4 furthermore prevents the consent authority consenting to a subdivision in Zone MD that is not in accordance with the table to this clause.

The minimum lot size proposed in Zone MD is 300 square metres for single dwelling development and 600 square metres for multiple dwelling development.

*Clause 7.1.1 provides for a density compatible with the existing and planned provision of reticulated services and community facilities and consistent with land capability. The density table to the clause limits dwelling density in Zone MD to 1 per 300 square meters*

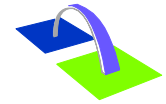
The maximum number of dwellings per multiple dwelling lot will be compliant with the one per 300 square metre requirements in Zone MD as well as with the setback requirement.

### **5.1.1 Building Setbacks Plan**

*Clause 7.3* provides for the minimum setback requirements for residential buildings. The proposed building envelope and setback plan is discussed in Section 3.3.3 of this report. The purpose of this clause however is to ensure residential buildings and structures without external walls are located so:

- they are compatible with the streetscape and surrounding development including residential buildings on the same site;
- as to minimise any adverse effects of building mass when viewed from adjoining land and the street;
- as to avoid undue overlooking of adjoining properties; and
- as to encourage breeze penetration through and between buildings.





In preparing the setback plans careful consideration went into the stated criteria to ensure that the variations to the setbacks are such that it would not negatively impact on a neighbouring property. Zero setbacks or zero lot line development specifically prevents overlooking as opposed to creating opportunities to prejudice privacy. The setbacks to the front are well planned and are designed to be appealing and varied, adding interest and movement to the streetscape pattern. Building design at development stage will be dealt with to ensure sensitivity to the streetscape and to provide for adequate separation distances to allow for breeze penetration through and between buildings.

It is considered that the building envelope and setback design complies with the purpose of this clause. The Setback Plan and Building Envelope Plans are contained in **Attachment H** and **Attachment I**, respectively.

The purpose of *Clause 11.2.1* is to ensure residential subdivisions respond to the physical characteristics of the land. Sub-clause (2) requires that residential subdivision design should:

- “(a) avoid the development of land of excessive slope, unstable or otherwise unsuitable soils (e.g. seasonally waterlogged) and natural drainage lines;*
- (b) retain and protect significant natural and cultural features;*
- (c) avoid development of land affected by 1% AEP flood or storm surge event; and*
- (d) retain and protect natural drainage lines and any distinctive landform features or stands of natural vegetation and incorporate them in public open space.”*

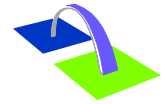
The site has been identified to be gently graded terrain to the east southeast. Two natural drainage lines exist which naturally direct runoff into Brookings Creek.

The subdivision design considered the drainage lines and all natural features, there are no excessive slopes or land affected by 1 percent AEP events and the subdivision design is thus considered to be compliant.

The Engineering Report, provided at **Attachment J**, provides further details as to Storm Water Management, Sewerage Network, Earthworks and Water Supply.

*Clause 11.2.2* seeks to ensure that residential subdivisions are integrated with infrastructure, community services and facilities. Sub-clause 2 requires that residential subdivision design in relation to connectivity should:

- “(a) provide a high level of internal accessibility and external connections for pedestrian, cycle and vehicle movements”*
- (b) provide links to schools, commercial facilities and public transport services;”*



- (c) *provide traffic management to restrain vehicle speed, deter through traffic and create safe conditions for all road users;*
- (d) *incorporate street networks capable of accommodating safe and convenient bus routes with stops within a 400m radius of a majority of dwellings;"*

The Zuccoli 5 Master Plan is specifically designed to provide for circulation and integration both externally and internally. The proposed Master Plan layout promotes walkability, cycling and accessibility throughout the Zuccoli suburb, and provides connectivity to parks, commercial precincts, schools and adjacent neighbourhood communities. A pedestrian footpath network is proposed through every stage within the road reserve to allow for ease of movement and connectivity. The Department of Transport are not planning to provide a bus route through Zuccoli 5, however a bus stop will be located to the north of this stage on Zuccoli Parade. The walkability requirements have been amended from 400 metres to 600 metres. The design of streets and pavements will be in accordance with the City of Palmerston Design guidelines and the road hierarchy considered the movement of internal traffic and the interaction of expected site generated traffic with surrounding road networks.

All requirements stipulated in Clause 11.2.2 have been considered and provided for and the subdivision design is thus compliant.

In relation to reticulated services:

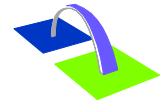
- "(e) provide for connection to reticulated services;"*

Each lot will be reticulated with electricity, water and sewer services as described in Section 3.5.

In relation to open space:

- "(f) provide a minimum of 10% of the subdivision area as public open space which:*
  - i. ensures the majority of dwellings are within 400m walking distance of a neighbourhood park;*
  - ii. incorporates recreational open space in larger units available for active leisure pursuits;*
  - iii. is unencumbered by drains and has sufficient flat area for informal recreation;*
  - iv. is designed to provide a safe environment for users by allowing clear views of the open space from surrounding dwellings or passing vehicles."*

The absence of natural features in Zuccoli 5 prompted the provision of a central public open space area of 3.36 hectares, where the social and active needs of the community can be fulfilled. The proposed open space is an active multi-purpose recreational area with facilities, parks and play areas. It will include shared pathways, a fitness hub, a play space for younger children, a localised kick-a-bout area and picnic facilities.



A neighbourhood 'pocket park' of 3700 square metres has been provided in the north within sub-stage B to both fulfil the immediate need for open space in sub-stage A and B, as well as to provide some amenity for the broader area inclusive of Stages 1, 3 and 4. The neighbourhood park provides 10 percent of open space in relation to the total area for Sub-stages A and B. These parks collectively provide 3.7 hectares of open space for active and passive recreation and are equivalent to 10 percent of the net developable area and 9 percent of the total subdivision area.

Other areas of open space are also provided. This includes the linear park of 4400 square metres in the north, and although encumbered with electrical lines, adds to the connectivity of the site through a shared path system into Zuccoli Stage 1 whilst providing amenity to the broader area. Further open space includes the drainage reserve area of 9400 square metres and a buffer area to the pump station of 400 square metres. The drainage area is intended for an off the leash dog park connecting through to the open space near Radford Road, adding to the fulfilment of the needs of communities and to allow an additional form of amenity. These three areas collectively account for 1.42 hectares of additional open space and although encumbered, add to the amenity and connectivity of the suburb.

All parks will be developed in accordance with the requirements of the CoP.

The Landscaping Master Plan is provided at **Attachment K**.

It is thus clear that the subdivision design of Zuccoli 5 complies with the 10 percent open space requirement. Sub-stages A and B are 6.12 hectare and requires 6 120 square metres of open space. The neighbourhood park of 3 700 square metres, will be developed as part of Sub-stage B and provides 6 percent of open space in relation to the total area for Sub-stages A and B. Although not compliant with the 10 percent requirement within this component, the development in total will provide the required 10 percent.

The purpose of *Clause 11.2.3* is to ensure residential subdivisions contain lots of a size, configuration and orientation suitable for residential purposes. Sub-clause 2 provides that residential subdivision should satisfy the following:

- “(a) lots have sufficient area and appropriate dimensions to provide for the proposed density of developments including dwellings, vehicle access, parking and ancillary buildings;
- (b) lots conform with the building envelope requirements in the table to this clause;”

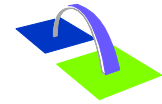


Table to Clause 11.2.3 provides the following requirements:

Lot Size	Minimum Building Envelope Requirement
<b>300 m<sup>2</sup> to 450 m<sup>2</sup></b>	7m x 15m (exclusive of any boundary setbacks or service authority easements)
<b>450 m<sup>2</sup> to 600 m<sup>2</sup></b>	10m x 15m (exclusive of any boundary setbacks or service authority easements), or 11.5m x 15m where there is a common building boundary.
<b>&gt; 600m<sup>2</sup></b>	17m x 17m (exclusive of any boundary setbacks or service authority easements).

The dimensions of all lots are shown on the subdivision Concept Plan at **Attachment D** clearly show full compliance with the minimum lot dimensions as well as building envelope. Lot dimensions range between 11 metres wide by 27.5 metres deep to 20 metres wide by 40 metres deep.

The typical building envelope diagrams at **Attachment I** indicate that lots are of a dimension and shape that provides flexibility for building design and locality and the achievement of useable outdoor private open space. Figure 5 of the building envelope diagrams illustrates that apart from the dwelling, all necessary services and facilities can be accommodated on site and the requirements of this clause are thus met.

Lot sizes in Zone MD for single dwelling purposes range from a 300 square metres to 600 square metres and provide the required 7 metre by 15 metre building envelope with open space provision of a minimum of 50 square metres with a minimum dimension of 6.0 metres by 6.0 metres.

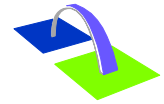
All lots of 450 square metres to 600 square metres achieve a minimum building envelope requirement of 10 metres by 15 metres to accommodate common building boundaries, and all lots larger than 600 square metres accommodate a minimum building envelope of 17 metres by 17 metres. All lots can accommodate the minimum building envelope requirements and provide sufficient area for landscaping, car parking and open space whilst achieving the required dwelling setbacks.

*“(c) there are no battleaxe lots;”*

No battleaxe lots are proposed as part of the subdivision.

*“(d) lots are orientated to allow dwellings to take advantage of environmental conditions such as prevailing breezes and sunlight;”*

The dimension of the Zuccoli 5 land parcel and the gradient were determining factors in the design layout and orientation of lots. The topography of the site is predominantly gentle undulating terrain ranging from 14 metres to 28 metres AHD. The site drains south east to an unnamed tributary of Brookings Creek. The road network has been planned in such a way that stormwater can be managed in accordance with the natural fall of the land, thus determining the road layout and eventually the orientation of lots.



The subdivision of Stages A and B has 54 lots orientated east-west, allowing the long axis of the building to be oriented east-west, reducing passive heat gain. The remaining 36 residential allotments are orientated north-south however sun exposure can be reduced through the implementation of eaves. The east-west lot orientation was not achieved for all lots partly due to the location of Zuccoli Parade dissecting the site but also as a matter of practicality as this would have considerable impacts on urban design. For instance, to provide a logical and efficient road network and to accommodate stormwater flows within the natural fall of the land.

Landscaping, both within the streetscape and on individual lots, the open space network, and the minimisation of hardstand surfaces will minimise heat storage in the suburb. Open space focuses on the continuation of linear pedestrian connections which assists in capturing the prevailing breezes and provides attractive site lines.

*“(e) lots are connected to reticulated services;”*

Each lot will be reticulated with electricity, water and sewer services as described in Section 3.7.

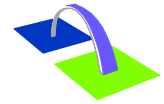
*“(f) potential land use conflicts are minimised by taking account of the visual and acoustic privacy of residents;”*

The subdivision comprises the development of urban residential uses in accordance with nominated zones. The entire Zuccoli 5 represents a greenfield development of vacant land and will not have any amenity impact on existing residential areas. Zuccoli Stage 1 to the north is developing and to the west is Zuccoli Stages 3 and 4 (Sub-stages 1 A and B) which will be developed parallel with Zuccoli 5, Sub-stages A and B. To the east of Zuccoli 5 are existing rural residential developments that are predicted to develop to a higher density in the future. Sub stage A and B however is currently surrounded by vacant land and will have no amenity impact.

In addition, adequate management of dust and erosion potential during site works through approved management plans will assist in reducing the construction effects to surrounding developed areas. Noise resulting from the development once occupied will be restricted to that generated by residential uses.

*“(g) where there are lots for medium and higher density residential development, those lots are:*

- i. distributed in small groups serviced by public transport;*
- ii. in close proximity to public open space and with adequate access to community facilities and services; and*
- iii. not located in a cul-de-sac.”*



The subdivision creates a range of MD lots for mostly single dwellings. The majority of the lots have ready access to public open space within 400 metres and are within an 800 metres radius from a school and neighbourhood centre. All lots within Sub-stages A and B will be within 600 metres from public transport and the remainder of Stage 5 will be within 600 metres from public transport. The Department of Transport has indicated that bus stops are planned to be on the ring roads West Loop and South Loop roads as well as on Zuccoli Parade. Sub-stages A and B will have access to the bus stop on Zuccoli Parade.

Overall, the proposed subdivision is considered consistent with the objectives, intent and technical requirements of the MD and MR Zones.

## **5.2 Section 46(3)(b) – Interim Development Control Order**

There are no Interim Development Control Orders currently applying to the land.

## **5.3 Section 46(3)(c) – Public Environmental Report/Environmental Impact Statement**

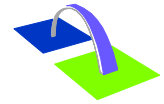
In 2012, a Notice of Intend (NOI) was submitted to the then Environment and Heritage Division responsible for the *Environmental Assessment Act*, informing of the intent to develop the second stage of the Zuccoli suburb. The Department advised at that stage that the proposed development does not require formal assessment under the Environmental Assessment Act, however once an application is received a formal comment will be provided as to the requirements of the Authority. This is also discussed in Section 4.

## **5.4 Section 46(3)(d) – Merits of Proposed Development**

The principal merit of the proposal is the creation of a subdivision within the Future Development (FD) Zone which is consistent with the principles and design direction set by the Planning Scheme. The project will assist in meeting the demand for dwellings within the greater Darwin area and in providing for housing choice in the greater Palmerston area.

The subdivision incorporates a range of MD (single dwelling and multiple dwelling) lot sizes to facilitate housing diversity and affordability. Housing will be provided at an affordable price range in accordance with the development agreement between the Northern Territory Government and the developer.

The overall subdivision of Zuccoli 5 is in accordance with the Master Plan presented to the Government and on which this development was awarded. It provides for an integrated, connected, walkable, “life style”, with active recreation in an attractive primary open space and a smaller pocket of open space. The open space is planned to be the central hub of the neighbourhood where the community can meet and have social interaction. Access to the hub is supported through an open space network providing accessibility to the entire suburb. The road network provides for easy access to all facilities within this stage as well as to the neighbourhood centre, school and public transport provided in the adjacent stages of the broader Zuccoli suburb. It furthermore provides for shared pathways making pedestrian access and cycling more practical and available.



This pocket of land lacks natural landscape but by providing a super park that is connected through tree-lined boulevards with the natural environments in the bordering Stages 3 and 4, a neighbourhood is created that has all elements of a good neighbourhood. It is liveable, walkable and affordable. The project offers Territorians choice to live the lifestyle they desire, and although the minimum lots size is smaller than the traditional lot sizes, the quality of the amenity and open space in the area will make up for the reduced private open space on the lots. Smaller lots have the benefit of being more readily maintainable and affordable in a time where “life style” has become more important.

Almost 50% of lots in Sub-stages A and B are orientated to enable future dwellings with the long axis of buildings facing east-west to reduce heat gain as far as possible. The remainder area is proposed to be developed with mostly north/south orientated lots in response to and reflecting the shape of the land.

Overall the subdivision is compliant with the provisions of the Planning Scheme and has significant merit in providing increased opportunities for living in Zuccoli in proximity to existing facilities and services.

#### **5.5 Section 46(3)(e) – Physical Characteristics of the Subject Land, Suitability of the Proposed Development and Effect on Locality**

For a description of the subject land and locality, refer to Section 2.0. There are no physical site constraints preventing the development of the land. Biting Insects have been identified to be located in the southern portion of the site and impacts Sub-stage E of the subdivision area. The Department of Health and Families has guidelines that need to be considered at the stage of subdivision application for Sub-stage E.

It is clear from the Engineering Services Report that the site is suitable for its intended use and that stormwater management, road infrastructure and utilities can be provided in an appropriate manner. The traffic impact assessment also confirms that the surrounding network is capable of receiving the traffic that will be generated through this development.

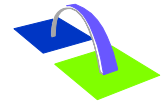
#### **5.6 Section 46(3)(f) – Public Facilities/Open Space**

The open space area is proposed in accordance with the requirements of the Planning Scheme and will provide for both passive and active recreation opportunities. Drainage infrastructure areas are created which will function as areas where residents can recreate and provide areas with off the leash exercise activities for dogs. All open space areas, whether it is active or passive are readily accessible through shared pedestrian/cycle paths, which are interconnected with the proposed road network.

The provision of open space is outlined in Section 3.5. The Landscape Master Plan is at **Attachment I**.

#### **5.7 Section 46(3)(g) – Public Utilities/Infrastructure**

An Engineering Services Report has been prepared by SMEC and is enclosed at **Attachment J**, which details the proposed approach to the delivery of water, sewer and electricity services. This information is summarised in Section 3.5 of this Report. The proposed arrangements demonstrate the land can be suitably serviced to accommodate the proposed development.



### **5.8 Section 46(3)(h) – Impact on Amenity**

A high level of residential amenity will be achieved within the subdivision, as it is a fully integrated and designed scheme in terms of the proposed lot orientation and street network, open space, and proposed landscaping treatments.

As addressed in the assessment of Clause 11.2.3 of the Planning Scheme, the subdivision comprises the development of urban residential uses nominated to be MD for the purposes of single dwellings and multiple dwellings up to a maximum of two storeys. The potential for amenity impacts as a result of the development of the site is not considered an issue due to Zuccoli 5 being a greenfield infill development of vacant land almost on the periphery of Palmerston.

### **5.9 Section 46(3)(j) – Benefit/Detriment to Public Interest**

The proposal will benefit public interest by providing a range of lots at a price range that aims to improve affordability for the broader community. More broadly it will assist in catering to the high levels of demand for residential land in the Darwin region.

### **5.10 Section 46(3)(k) – Compliance with the Building Act**

Section 46(3) (k) of the Planning Act refers to subdivisions ensuring compliance with the Building Act. Since it is a greenfield development on vacant land this requirement is not applicable. However all future allotments will be designed to accommodate development that can readily satisfy the Building Act.

## **6.0 CONCLUSION**

The proposal comprises the subdivision of Sub-stages A and B of Zuccoli 5 into 90 residential lots, one public open space (PS), and the remainder which will be developed in four future stages. Lot sizes range from 300 square metres to 677 square metres all in the MD (single dwelling) zone. The lots greater than 600 square metre will be covenanted to prevent it to be developed with multiple dwellings.

The aim is also to provide all these lots at an affordable price range, as is outlined in the development agreement with the Northern Territory Government. Lots are orientated as far as possible to enable future dwellings with the long axis of buildings facing east/west to reduce heat gain, with a few orientated north/south due to the topography requiring street design in such a way that stormwater is directed off the lots into the street to drain in a south eastern direction towards Brookings Creek.

Internal access roads, infrastructure and servicing provision are provided in accordance with the design guidelines of the City of Palmerston. The requirement for 16 metre internal road reserves with 7.0 metre carriageway and 4.5 metre verges on each side, as established in the City of Palmerston development Guidelines, are adhered to and provides the main circulation in the subdivision. All other higher order roads are provided in accordance with the design guidelines of the City.





Particular regard has been given to the Master Plan subdivision design as to provide for adequate internal circulation. All open space areas are accessible within 400 to 600 metres from all residential dwelling lots. All roads provide for pedestrian walkways and in some instances on both sides of the road. Cyclist access can be accommodated on the sub arterials via the shared pedestrian and cycle path.

The proposal is appropriate and consistent with the NTG objectives for affordable housing, and meets the appropriate land use, design and functional requirements to create an attractive, high amenity and accessible community as an integral component of the Zuccoli development.

The proposal is consistent with the requirements of the planning scheme and given its merits is considered to warrant the authority's most favourable consideration and approval.

A handwritten signature in black ink, appearing to read 'L. Henning'.

**Linda Henning**  
MasterPlan NT

20 July 2015

**ITEM NO.** 13.1.3      **Affixation of Common Seal – NTEPA Environment Grant Agreement**

**FROM:** Director of Technical Services

**REPORT NUMBER:** 8/0726

**MEETING DATE:** 1 September 2015

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**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 Grant Agreement (**Attachment A**) between the City of Palmerston and the Northern Territory Environment protection Authority.

**Background:**

The City of Palmerston successfully applied for a grant from the NT EPA in the 2015/2016 funding round.

**General:**

The City of Palmerston has secured \$10,000 in grant funding from the NT EPA for the purpose of providing new signage at Archer Waste Transfer Station. The title of the project is "Growing Recycling Programs Helps Us Inch Closer to Zero Waste". There will be a new interpretive sign placed at the entrance depicting the locations of the recycle streams and smaller signs inside the transfer station at each of the recycle stations.

The Grant Agreement forms an attachment to this report.

**Financial Implications:**

The City of Palmerston will contribute \$5,000 to the project which has been allocated in the 2015/2016 operational budget.

**Policy / Legislation:**

Nil

## **RECOMMENDATION**

1. THAT Council receives Report Number 8/0726.
1. THAT the Mayor and Chief Executive Officer be authorised to sign and seal the NTEPA Environment Grant Agreement.

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

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

Author: Rishenda Moss, Environment and Emergency Management Officer.

## **Schedule of Attachments:**

Attachment A: NTEPA Environment Grant Agreement.

# **GRANT AGREEMENT**

## **NTEPA ENVIRONMENT GRANTS**

2015/2016

**BETWEEN:**

**NORTHERN TERRITORY ENVIRONMENT PROTECTION AUTHORITY**

**AND:**

**CITY OF PALMERSTON**

**FOR THE PROJECT OF: GROWING RECYCLING PROGRAMS HELPS US INCH  
CLOSER TO ZERO WASTE - SIGNAGE TO ASSIST AT ARCHER**

**GRANT REFERENCE: 6537**

**Solicitor for the Northern Territory**  
68 The Esplanade, Darwin  
Telephone: 08 8935 7807 Facsimile: 08 8935 7810

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## **DETAILS**

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### **PARTIES**

**NORTHERN TERRITORY ENVIRONMENT PROTECTION AUTHORITY** of the address and other details as specified in Item 1 ("**NTEPA**")

**AND**

**THE PARTY NAMED IN ITEM 2**, of the address and other details as specified in Item 2 ("**Recipient**")

### **BACKGROUND**

- A. The NTEPA provides grants for various environmental projects involving water, waste, ecosystems and energy.
- B. The NTEPA and the Recipient have agreed that the NTEPA will provide the Grant to the Recipient on the terms and conditions in this Agreement.

## **AGREED TERMS**

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### **1. DEFINITIONS AND INTERPRETATION**

#### **1.1 Defined Terms**

In this Agreement unless a contrary intention appears:

- (a) **Agreement** means this document, and a reference to a recital, clause, schedule, item, attachment or annexure is a reference to a recital, clause, schedule, item attachment or annexure of or to this Agreement, and all recitals, clauses, schedules, items, attachments and annexures form part of this Agreement;
- (b) **Agreement Manager** means the representative of the NTEPA nominated as the Agreement Manager in Item 1, or such alternative representative notified by the NTEPA to the Recipient in writing from time to time;
- (c) **Approved Account** means the account opened and operated by the Recipient pursuant to clause 3.1;
- (d) **Asset** means any item of personal, real or incorporeal property, and which has been purchased, leased, created, acquired or otherwise brought into existence wholly or in part with the Grant;
- (e) **Business Day** means a day which is not a Saturday, Sunday or Public Holiday in Darwin in the Northern Territory of Australia;
- (f) **Commencement Date** means the date the Recipient must commence the Project under this Agreement, as specified in item 6;
- (g) **Completion Date** means the date the Project must be completed, as set out in Item 7;

- (h) **Date of this Agreement** means the date written on the front page of this Agreement, or if no date or more than one date is written there, then the date the last party to sign this Agreement does so;
- (i) **Employees** means any employees, staff, consultants, volunteers, personnel or other persons employed or engaged by the Recipient to perform any activities related in any way to the Project or this Agreement, whether paid or not;
- (j) **Grant** means the total amount of money the NTEPA will pay the Recipient during the Term, as set out in item 4, and, where the context permits or requires, includes the whole or any part of the Grant, and any interest accrued on the investment of the Grant or any part of it;
- (k) **Interest Rate** means the Interest Rate specified in Item 11 (if any), or such other Interest Rate as the NTEPA may notify the Recipient of from time to time;
- (l) **Item** means an Item in Schedule 1 of this Agreement;
- (m) **Material** includes documents, software, information and data stored by any means;
- (n) **Payment Timeframe** means the timeframe set out in Item 5, being the timeframe for the NTEPA to make payment to the Recipient after provision or receipt of the Recipient's Approved Account details as required by clause 3, or a Tax Invoice as required by clause 16;
- (o) **Project** means the activities to be conducted by the Recipient in accordance with this Agreement, as described in the Project Plan;
- (p) **Project Manager** means the representative of the Recipient nominated as the Project Manager in Item 2, or such alternative representative notified by the NTEPA to the Recipient in writing from time to time. If the Recipient is an incorporated association, the Project Manager must be the person who is the Recipient's public officer from time to time;
- (q) **Project Plan** means the Project Plan set out in Item 8;
- (r) **Schedule** means a Schedule to this Agreement; and
- (s) **Term** means the Term of this Agreement pursuant to clause 2.

## **1.2 Interpretation**

In this Agreement, unless the contrary intention appears:

- (a) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (b) words importing the singular number include the plural number and vice versa;
- (c) words importing any gender include all other genders;
- (d) the word "including" is not a word of limitation, and is to be interpreted as though it were immediately followed by the words "but not limited to";
- (e) where a clause in this Agreement provides that an action requires consent, approval, agreement, authorisation, permission or words of similar effect ("Consent"), then that Consent must be given or obtained in writing to be effective;
- (f) if an act must be done on a day which is not a Business Day, that act must be done on the immediately following Business Day;



- (g) headings and sub-headings have been included for ease of reference only and this Agreement is not to be construed or interpreted by reference to such headings or sub-headings;
- (h) a reference to party or parties means a party or the parties to this Agreement, and includes the officers, employees, agents and subcontractors of that party (and in the case of the Recipient, the Recipient's Employees), and the party's successors and permitted substitutes or assigns (including, where applicable, any party's legal personal representative, guardian, executor, administrator, transferee, assignee, agent, liquidator or trustee in bankruptcy), all of whom are, respectively, bound by this Agreement;
- (i) a reference to a right or obligation of any two or more persons confers that right, or imposes that obligation, as the case may be, jointly and severally;
- (j) a reference to a person, partnership, body corporate, unincorporated body, government or local authority or agency or other entity includes any of them;
- (k) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (l) a reference to an agreement or document (including, without limitation a reference to this Agreement) is to the agreement or document as amended, varied, supplemented, notated or replaced, except to the extent prohibited by the Agreement or that other agreement or document; and
- (m) no rules of construction apply to the disadvantage of a party on the basis that that party was responsible for the preparation of this document or any part of it.

## **2. TERM OF AGREEMENT**

This Agreement will:

- (a) take effect from the Date of this Agreement; and
- (b) unless terminated earlier in accordance with this Agreement, expire on the later to occur of the Completion Date, or the date when the Recipient has provided the NTEPA with everything required to fully acquit the Grant pursuant to clause 7.3.

## **3. NTEPA ENVIRONMENT GRANT**

### **3.1 Approved Account**

- (a) The Recipient must notify the NTEPA in writing of the details of the Approved Account, before the NTEPA will be obliged to pay the Grant. If the Approved Account details are known at the date of this Agreement, they may be specified in Item 3.
- (b) Unless the NTEPA otherwise agrees in writing, the Approved Account must be:
  - (i) in the Recipient's sole name and control;
  - (ii) an interest bearing account of a type appropriate for the amount of the Grant and for the purposes of the Project; and
  - (iii) the only account used by the Recipient for receipt and expenditure of the Grant.

**3.2 Payment of Grant**

- (a) Subject to this Agreement, the NTEPA will pay the Recipient the Grant for the Project.
- (b) The NTEPA will pay the Grant into the Recipient's Approved Account within the Payment Timeframe of the approximate payment date specified in item 4, subject to issue of a Tax Invoice pursuant to clause 16.

**3.3 Use of Grant**

- (a) The Recipient must:
  - (i) ensure that any amount of the Grant not immediately required for expenditure is held in the Approved Account, and any interest earned on those monies is applied and accounted for as though it formed part of the Grant provided by the NTEPA;
  - (ii) use the Grant (including any interest earned on the Grant), solely for the Project and in accordance with this Agreement; and
  - (iii) spend the Grant in accordance with the Project Plan, and in particular, in accordance with any budget set out in the Project Plan.
- (b) The Recipient acknowledges that the NTEPA:
  - (i) is under no obligation to provide any further monies to the Recipient if the Recipient's expenditure on the Project, or any part of the Project, exceeds the Grant or any part of the Grant attributable to a specific part of the Project, and the Recipient accepts responsibility for any additional expenditure or costs incurred in any part of the Project; and
  - (ii) will have no responsibility for any costs associated with the upkeep and management of the Project, or Assets acquired using the Grant.

**4. THE PROJECT**

- (a) The Recipient must:
  - (i) A. commence carrying out the Project from the Commencement Date; and  
B. ensure the Project is completed by the Completion Date;
  - (ii) carry out the Project diligently, effectively, in a proper and workmanlike manner (where applicable), to a high professional standard and in accordance with this Agreement, Australian Standards, and comply with the provisions of any relevant statutes, regulations and by-laws in force from time to time, and if applicable, must also comply with any specific measures specified in Item 12;
  - (iii) comply with and/or achieve all objectives, deliverables, performance indicators and budget set out in the Project Plan;
  - (iv) keep the NTEPA fully informed on a regular basis, or on the request of the NTEPA, as to the progress of the Project, and comply, in a timely fashion, with all reasonable requests or directions of the NTEPA in respect of the Project; and
  - (v) promptly advise the NTEPA in writing of any relevant matters which might affect the Recipient's ability to continue to provide or to complete the Project, or to meet any of the Recipient's obligations under this

Agreement, including any change in the Recipient's GST registration status or change of Project Manager.

- (b) The Recipient is responsible for the Project and for ensuring that it complies with this Agreement, and will not be relieved of that responsibility because of any:
  - (i) involvement by the NTEPA in the performance of this Agreement, or
  - (ii) subcontracting by the Recipient of any part of this Agreement.
- (c) Other than in the case of Force Majeure in accordance with clause 19:
  - (i) the Recipient must not suspend the Project without the prior written consent of the NTEPA, which consent may be withheld, or given subject to conditions, in the NTEPA's absolute discretion; and
  - (ii) if the Recipient suspends any of the Project, whether with the consent of the NTEPA or otherwise, the Recipient must immediately notify the NTEPA of that suspension, with detailed reasons, and the NTEPA may in its absolute discretion take action pursuant to clause 9.1.

## **5. ASSETS**

- (a) The Recipient must not use the Grant to acquire or create any other Asset, other than those Assets (if any) clearly detailed in the Project Plan, without the prior written approval of the NTEPA, which approval may be given subject to such conditions as the NTEPA considers appropriate.
- (b) Where the Recipient does acquire or create any Asset, with or without the prior written approval of the NTEPA, the Recipient must comply with the Asset Obligations set out in Schedule 3.

## **6. RECIPIENT'S PREMISES**

- (a) In this clause, **Recipient's Premises** means any premises or land on or from which the Project will be conducted in whole or part (whether by the Recipient, the Recipient's Employees or the Recipient's subcontractors), and includes the Recipient's interest in those premises or that land.
- (b) The Recipient warrants that:
  - (i) the Recipient's Premises are, and will at all times be, fit for the purposes of the Project;
  - (ii) the Project does not, and will not, infringe any condition of ownership or occupation of the Recipient's Premises; and
  - (iii) any use of the Recipient's Premises for the Project has not and will not infringe any legislative requirements.
- (c) During the Term, the Recipient must safeguard the Recipient's Premises against loss, damage or unauthorised use, and maintain the Recipient's Premises in good condition.

## **7. RECORDS, REPORTING AND ACQUITTAL**

### **7.1 Definitions**

In this clause 7:

- (a) **Records** means all or any of the Material required to be kept, maintained or created by the Recipient pursuant to this Agreement (including, but not limited

to, the Reports and any Material required pursuant to this clause 7), and any other Material kept, maintained or created by the Recipient which is relevant in any way to the operation of the Recipient, this Agreement, the Grant, or the Project; and

- (b) **Reports** means the reports, statements and information specified in Item 9 which the Recipient must provide to the NTEPA pursuant to this clause 7.

## **7.2 Records**

The Recipient must, at its own expense:

- (a) keep financial and other records relating to the Grant and the Project to enable:
  - (i) the Recipient to provide the Reports in compliance with clause 7.3(a);
  - (ii) all receipts and payments relating to the Grant to be identified in the Recipient's accounts and reported in accordance with this Agreement;
  - (iii) the preparation of General Purpose Financial Statements in accordance with the Australian Accounting Standards; and
  - (iv) an audit of the accounts and records in accordance with the Australian Auditing Standards; and
- (b) provide the information and records described in clause 7.2(a) to the NTEPA, upon the reasonable request of the NTEPA, and within ten (10) Business Days of the request.

## **7.3 Reporting and Acquittal Requirements**

- (a) In order to acquit the Grant, the Recipient must provide the NTEPA with the Reports as specified in Item 9.
- (b) The NTEPA may, in its absolute discretion, give the Recipient a notice requiring the Recipient to resubmit any of the Reports, and the Recipient must resubmit the relevant Report within the time, and in accordance with any request, specified in the notice.
- (c) If:
  - (i) the Recipient fails to submit or resubmit a Report under clauses 7.3(a) or 7.3(b) in the time or manner required, or at all, or
  - (ii) the NTEPA considers that the Report is still deficient in some way, the NTEPA may, in its absolute discretion:
    - (iii) take steps under clause 7.3(b); or
    - (iv) take action under clause 9.1.

## **7.4 Retention, Inspection and Audit of Records**

- (a) The Recipient must keep all Records for a period of six (6) years after the expiry or earlier termination of this Agreement.
- (b) The Recipient must, at all reasonable times, give to the NTEPA and persons authorised by the NTEPA, permission to inspect and take copies of all Records, and in this respect the Recipient must fully cooperate with, and provide all assistance reasonably requested by, the NTEPA.
- (c) The NTEPA may engage a third party to inspect and audit the Recipient's Records at any time during the period specified in subclause 7.4(a).

- (d) The cost of any audit under clause 7.4(c) will be borne by the NTEPA, unless the responsible auditor determines that there is a material discrepancy pursuant to clause 7.4(e), in which case the Recipient will bear the cost of the audit.
- (e) The decision as to whether any discrepancy is material for the purposes of determining whether the Recipient has breached this Agreement will lie with the responsible auditor, in their absolute discretion.

## **8. REPAYMENT OF UNSPENT OR MISUSED GRANT**

- (a) If, at the Completion Date or earlier expiry or termination of this Agreement (“the Relevant Date”) the Recipient still has any part of the Grant (excluding any part of the Grant legally committed for expenditure in accordance with this Agreement and which falls for payment thereafter), the Recipient must, within ten (10) Business Days of the Relevant Date, advise the NTEPA of that fact, and:
  - (i) subject to subclause 8(b), seek the NTEPA’s written agreement to retain the remaining part of the Grant for a purpose approved by the NTEPA; or
  - (ii) return the remaining part of the Grant to the NTEPA.
- (b) If the Recipient seeks the agreement of the NTEPA pursuant to clause 8(a)(i) but the NTEPA has not agreed in writing to the Recipient retaining the remaining part of the Grant under clause 8(a)(i) within ten (10) Business Days of receiving the request from the Recipient, the Recipient must repay the remaining part of the Grant to the NTEPA within a further ten (10) Business Days.
- (c) If:
  - (i) at any time the NTEPA forms the reasonable opinion that the Grant has not been used, spent or committed for expenditure in accordance with this Agreement; or
  - (ii) on the expiration of the Term or on any earlier termination of this Agreement, any part of the Grant:
    - A. remains unspent or uncommitted, and the NTEPA has not agreed to the Recipient retaining that part of the Grant pursuant to clause 8(b); or
    - B. cannot, by reconciliation between the accounts and records maintained by the Recipient (as disclosed to, or reviewed by, the NTEPA in accordance with clauses 7.3 or 7.4) be shown to the reasonable satisfaction of the NTEPA to have been spent or committed in accordance with this Agreement;

then at the sole discretion of the NTEPA and by written notice the NTEPA may require the Recipient to:

  - (iii) repay the Grant or any part of it to the NTEPA in the manner described in the notice; or
  - (iv) deal with the Grant or any part of it in accordance with any instructions of the NTEPA set out in the notice.
- (d) Prior to issuing a notice pursuant to clause 8(c) the NTEPA will give the Recipient a reasonable opportunity to respond to any concerns that the NTEPA may have regarding the expenditure of the Grant.

- (e) Any amount payable to the NTEPA pursuant to this clause 8 must be paid within ten (10) Business Days of a request, direction or demand from the NTEPA to pay it.
- (f) A failure to comply with clause 8(e) will:
  - (i) result in interest accruing on the outstanding amount of the Grant at the Interest Rate from the last date for payment required by the request, direction or demand referred to in clause 8(e) and which will be payable in addition to the principal amount. Interest will accrue on outstanding monies until full payment of the principal and interest is received; and
  - (ii) entitle the NTEPA to take action pursuant to clause 9.1.
- (g) Any amount owed to the NTEPA under this Agreement (including any interest) will, without prejudice to any other rights available to the NTEPA under this Agreement or at law or in equity, be recoverable by the NTEPA as a debt due to the NTEPA by the Recipient without further proof of the debt being necessary.

## **9. SUSPENSION AND TERMINATION**

### **9.1 Right of NTEPA to Suspend or Terminate**

If:

- (a) notwithstanding any other clause in this Agreement, as a result of any change in Northern Territory or Commonwealth government policy, the Grant for the Project is to cease or be reduced, or if payment of monies to the NTEPA which will form part or all of the Grant (for example, under a Commonwealth Grant agreement) is ceased, reduced or delayed;
- (b) the Recipient has failed to comply with a notice provided by the NTEPA to the Recipient requiring that the Recipient remedy a breach of the terms and conditions of this Agreement within the time specified in the notice, such time being a reasonable period of time according to the nature of the breach, or having received such a notice, the Recipient commits a further breach of the same or similar obligations, whether or not the original breach has been rectified, so that the Recipient's performance of its obligations under this Agreement have been materially affected;
- (c) the Recipient is dissolved, becomes insolvent, stops payment of its debts or is unable to pay its debts as and when they fall due, or the Recipient enters into an arrangement or composition with its creditors or is placed into receivership or liquidation, whether voluntary or otherwise, or an application or order is made for winding up the Recipient, or the Recipient has execution levied against it, or a controller within the meaning of the *Corporations Act*, appointed over any of its assets, or the NTEPA reasonably suspects that any of these things have occurred or may occur;
- (d) the Recipient (including any officer, Employee or member of the Recipient), is in the reasonable opinion of the NTEPA, guilty of any misconduct, misbehaviour, incompetence, carelessness or gross inefficiency in the discharge of its duties under the terms and conditions of this Agreement, or is convicted of any criminal offence, other than an offence which in the opinion of the NTEPA does not affect this Agreement or the provision of the Project, or the NTEPA reasonably suspects this has occurred or may occur;

- (e) the Recipient is, in the reasonable opinion of the NTEPA, unable or unwilling, for any reason, to undertake the continuation or completion of the Project in a manner satisfactory to the NTEPA;
  - (f) any clause in this Agreement provides that this clause 9.1 applies;
- the NTEPA may, in its absolute discretion and by written notice to the Recipient, immediately:
- (g) suspend this Agreement and/or dealings with the Grant, and clause 9.2 will apply; or
  - (h) terminate this Agreement, and clause 9.3 will apply.

## **9.2 Suspension**

If the NTEPA suspends dealings with the Agreement and/or Grant pursuant to clause 9.1(g):

- (a) the NTEPA may:
  - (i) end the suspension by written notice to the Recipient, subject to such preconditions (including variations to this Agreement) which the NTEPA may require; and/or
  - (ii) if the matter is not resolved to the satisfaction of the NTEPA, terminate this Agreement by further written notice to the Recipient, and clause 9.3 will apply; and
- (b) for the duration of any suspension, the Recipient must:
  - (i) hold the Grant in utmost good faith for use only in accordance with the directions of the NTEPA and must cease all other dealings with the Grant; and
  - (ii) if the NTEPA directs, cease the Project or continue the Project with such conditions or limitations as the NTEPA may direct; and
- (c) the NTEPA will not be liable to the Recipient for any suspension of this Agreement and is not obliged to pay the Recipient any part of the Grant during the period of the suspension.

## **9.3 Termination**

- (a) The NTEPA may terminate this Agreement immediately by notice to the Recipient:
  - (i) if clause 9.1(h) or 9.2(a)(ii) applies; or
  - (ii) on giving one month's notice in writing of the intent to terminate this Agreement.
- (b) Termination of this Agreement does not affect any accrued right or liability of any party, nor will it affect the coming into force, or the continuation in force, of any provision of this Agreement that is expressly, or by implication, intended to come into or continue to be in force on or after the termination.
- (c) On termination:
  - (i) the Recipient must hold the Grant in utmost good faith for use only in accordance with the directions of the NTEPA and will cease all other dealings with the Grant;
  - (ii) the NTEPA will not be liable to pay any further Grant Instalments or any other part of the Grant not already paid; and

- (iii) the Recipient is obliged to repay the NTEPA on demand any part of the Grant already paid to the Recipient and not spent in accordance with this Agreement.
- (d) A failure to comply with clause 9.3(c)(iii) will result in interest accruing on the outstanding amount of the Grant at the Interest Rate from the last date for payment required by the demand referred to in clause 9.3(c)(iii), and which will be payable in addition to the principal amount. Interest will accrue on outstanding monies until full payment of the principal and interest is received, and clause 8(g) will apply.
- (e) The NTEPA will not be liable to the Recipient for termination of this Agreement, and in any event, the NTEPA will not be liable to pay any amount in excess of the amount of the Grant remaining unpaid under this Agreement at the date of termination.

## **10. ACKNOWLEDGMENT OF GRANT**

The Recipient must acknowledge the NTEPA's contribution to the Project in all publications issued by the Recipient as set out in Schedule 2.

## **11. INSURANCE, RISK, RELEASE AND INDEMNITY**

### **11.1 Insurance**

- (a) The Recipient must take out and keep in force, for so long as any obligations remain in connection with this Agreement, insurance policies (noting the interest of the NTEPA, if applicable), for all matters, and for not less than the minimum amounts, specified in Item 10.
- (b) If the NTEPA requests at any other time that the Recipient provide a copy of any of the Recipient's insurance policies or a copy of a certificate of currency, the Recipient must provide a copy within five (5) Business Days.
- (c) The Recipient must not do or omit to do or permit to be done or omitted any act where any insurance required under clause 11.1(a) may be rendered void or voidable.

### **11.2 Risk**

The Recipient accepts all risks in respect of the Project, including (without limitation) the risk of:

- (a) the actual cost of the Project being greater than anticipated;
- (b) the Project not being undertaken in accordance with the requirements of any contract between the Recipient and any subcontractor;
- (c) all liabilities associated with:
  - (i) occupational health and safety;
  - (ii) environmental issues;
  - (iii) payments and liabilities to subcontractors and third parties; and
- (d) compliance with all laws relating to the Project.

### **11.3 Release**

The Recipient releases to the full extent permitted by law, the NTEPA and the Northern Territory of Australia, and their respective officers, employees, agents, subcontractors, visitors and invitees (in this clause referred to as "those released")



from all responsibility or liability for the risks referred to in clause 11.2, loss of or damage to any property, injury or death to any person, or any other loss or damage whatsoever, arising out of any involvement of those released pursuant to this Agreement.

#### **11.4 Indemnity**

The Recipient indemnifies (and keeps indemnified) the NTEPA and the Northern Territory of Australia, and their respective officers, employees, agents, subcontractors, visitors and invitees (in this clause referred to as 'those indemnified') against any:

- (a) loss, damage or other liability incurred by those indemnified; and
- (b) loss or expense incurred by those indemnified in dealing with any claim against them, (including legal costs on a solicitor and own client basis),

that is caused by or arises from:

- (c) the risks referred to in clause 11.2;
- (d) an act or omission by the Recipient, or any of the Recipient's officers, Employees, agents, volunteers, subcontractors, visitors or invitees in connection with this Agreement or the Project, where there was fault on the part of the person whose conduct gave rise to that liability, loss, damage, or expense; and/or
- (e) a failure by the Recipient to comply with any or all of the Recipient's obligations under this Agreement.

### **12. CONFIDENTIAL INFORMATION**

- (a) In this clause, **Confidential Information** means any information or Material:
  - (i) which is by its nature confidential;
  - (ii) which is designated as confidential by the person by or for whom the information is provided;
  - (iii) which a party knows, or ought to know, is confidential; or
  - (iv) which is agreed between the parties or any of the parties after the Date of this Agreement as constituting Confidential Information for the purposes of this Agreement;

and includes the terms (but not the existence) of this Agreement.
- (b) Subject to subclause 12(c), a party must not, without the prior written consent of the other party, use or disclose any Confidential Information of the other party.
- (c) The obligations on a party under this clause 12 will not be breached where that Confidential Information:
  - (i) is disclosed by a party to its employees, agents or subcontractors (and in the case of the Recipient, the Recipient's Employees), solely in order to comply with obligations, or to exercise rights, under this Agreement, or is disclosed to a party's internal management personnel, solely to enable effective management or auditing of Agreement-related activities;
  - (ii) is disclosed by the NTEPA to the Parliament, the Administrator, Cabinet, a Minister or any Parliamentary, Ministerial or Cabinet

- Committee of the NTEPA or in response to a request by the Legislative Assembly or a Committee of the Legislative Assembly;
- (iii) is shared by a party within its organisation, or in the case of the NTEPA, with another department or agency of the Northern Territory of Australia, with the Commonwealth of Australia or any other State or Territory of Australia, where this serves the party's legitimate interests;
- (iv) is authorised or required by law to be disclosed; or
- (v) is in the public domain otherwise than due to a breach of this clause 12.

## **13. INTELLECTUAL PROPERTY**

### **13.1 Definitions**

- (a) In this clause 13:
  - (i) **Contract Material** means all Material (excluding NTEPA Material):
    - A. brought into existence under or in accordance with this Agreement or for the purpose of performing the Project;
    - B. incorporated in, supplied or required to be supplied along with the Material referred to in clause 13.1(a)(i)A; or
    - C. copied or derived from Material referred to in clauses 13.1(a)(i)A or 13.1(a)(i)B;
  - (ii) **Existing Material** means all Material in existence before the Date of this Agreement;
  - (iii) **Intellectual Property** means all intellectual property rights including patents, copyright, rights in circuit layout, registered designs, trademarks and any right to have Confidential Information (as defined in clause 12) kept confidential; and
  - (iv) **NTEPA Material** means any Material provided by the NTEPA to the Recipient for the purposes of this Agreement, or which is copied or derived from Material so provided.

### **13.2 Existing Material**

Nothing in this clause 13 affects the ownership of any Existing Material.

### **13.3 NTEPA Material**

- (a) NTEPA will retain ownership of all NTEPA Material.
- (b) The Recipient must ensure that the NTEPA Material is used, copied, supplied or reproduced only for the purposes of this Agreement.

### **13.4 Contract Material**

- (a) Subject to clause 13.4(b), the Intellectual Property in all Contract Material will vest in the Recipient.
- (b) The Recipient grants to the NTEPA perpetual, irrevocable, royalty-free and licence fee-free worldwide non-exclusive licences (including a right of sub-licence) to use, copy, modify and exploit the Contract Material.

**14. CONFLICT OF INTEREST**

- (a) For the purposes of this clause 14, **Conflict** means any matter, circumstance, interest, or activity affecting the Recipient or any Employee, officer, member, agent or subcontractor of the Recipient, which may, or may appear to, impair the ability of the Recipient or the relevant Employee, officer, member, agent or subcontractor to carry out the Recipient's responsibilities and obligations under this Agreement diligently and independently.
- (b) The Recipient warrants that, at the date of signing this Agreement, to the best of its knowledge, no Conflict exists or is likely to arise in the performance of the Recipient's obligations under this Agreement.
- (c) If, during the performance of this Agreement a Conflict arises, or appears likely to arise, the Recipient will immediately notify the NTEPA in writing of the Conflict and the steps it proposes to take to resolve or deal with the Conflict.
- (d) The parties will negotiate in good faith to resolve or deal with the Conflict. If the parties are unable to reach agreement within ten (10) Business Days of notification pursuant to clause 14(c), the NTEPA may, in its absolute discretion, take action pursuant to clause 9.1.
- (e) Information provided under clause 14(c) will be treated as confidential by the NTEPA.

**15. COMPLIANCE WITH LAWS**

- (a) The Recipient will comply with all applicable Commonwealth, Northern Territory and municipal laws, statutes, regulations, by-laws and codes of practice including the *Care and Protection of Children Act 2007* (NT).
- (b) The Recipient will obtain at its own cost all approvals, permits and licences required to be taken out from time to time by the Recipient in connection with the Project and must keep such approvals, permits and licences current for the Term of this Agreement;
- (c) The Recipient must provide such information, as is reasonably requested by the NTEPA, evidencing the Recipient's compliance with clauses 15(a) and 15(b) within ten (10) Business Days of such a request being made by the NTEPA.
- (d) The Recipient acknowledges that compliance with this clause is an essential term of this Agreement, and that the NTEPA may take action pursuant to clause 9.1 if the Recipient fails to comply with this clause 15.

**16. GST AND TAX INVOICES**

- (a) Any term used in this clause that is referred to in *A New Tax System (Goods and Services Tax) Act 1999* will have the meaning which it has in that Act.
- (b) The Grant provided under this Agreement is inclusive of GST, with GST calculated using the GST Rate at the Date of this Agreement, and therefore the NTEPA will not be liable to pay the Recipient any additional amounts, over and above the Grant, for any GST incurred by the Recipient when the Recipient receives the Grant.
- (c) Where the GST Rate is changed after the Date of this Agreement, the consideration under this Agreement will be increased or decreased so that the consideration remains inclusive of GST, with GST calculated using the new GST Rate from the date of the change of the GST Rate.

- (d) If the Recipient is registered for GST purposes, the NTEPA will issue to the Recipient, Recipient Created Tax Invoices ("RCTI's") in respect of the Grant on the following terms and conditions:
- (i) both the NTEPA and the Recipient acknowledge that they are or will be registered for GST when the RCTI is issued, and the RCTI must show the Recipient's Australian Business Number ("ABN");
  - (ii) the NTEPA and Recipient must reasonably comply with their obligations under the Act and any rulings or determinations issued by the Tax Commissioner;
  - (iii) the Recipient agrees that the NTEPA can issue RCTI's in respect of the Grant and any adjustment notes where necessary;
  - (iv) the Recipient will not issue Tax Invoices in respect of the supplies;
  - (v) the NTEPA will pay the Recipient within the Payment Timeframe in Item 5 after issuing an RCTI; and
  - (vi) the Recipient must do all things reasonably necessary to assist the NTEPA to claim and obtain any input tax credits available to it in respect of the Grant.
- (e) If the Recipient ceases to be registered for GST, the Recipient must immediately notify the NTEPA in writing of that fact, and must repay to the NTEPA within ten (10) Business Days an amount equal to 1/11 of the Grant, less the actual GST incurred by the Recipient.

## **17. DISPUTE RESOLUTION**

### **17.1 Disputes**

Each party must follow the procedures in this clause 17 before starting court proceedings (except for urgent injunctive or declaratory relief).

### **17.2 Notice of Dispute**

Any party to this Agreement who wishes to claim that a dispute has arisen must give written notice to the other party setting out details of the dispute.

### **17.3 Meeting of Parties**

Within five (5) Business Days of the provision of the written notice, the parties must meet to take whatever actions or investigations as each deems appropriate, in order to seek to resolve the dispute, including by:

- (a) referring the matter to personnel who may have authority to intervene and direct some form of resolution; and/or
- (b) attempting to agree upon a process for resolving the whole or part of the dispute through means other than litigation, such as further negotiations, mediation, conciliation or independent expert determination.

### **17.4 Legal Proceedings**

If the alternative process for resolving the dispute (such as further negotiations, mediation, conciliation or independent expert determination) fails, or if either party states that it does not wish to proceed with such alternative processes or the parties cannot otherwise agree on such an alternative process, then either party may commence legal proceedings against the other.

## **17.5 Parties to Perform Obligations**

Notwithstanding the existence of a dispute, but subject to clause 9.1, each party must continue to perform its obligations under this Agreement.

## **18. NOTICES**

### **18.1 Form and Service of Notices**

Any notice, approval, consent, demand or other communication required or permitted to be given under this Agreement must be in writing and given in one of the following ways:

- (a) by hand delivering to the relevant person;
- (b) by sending a letter through registered mail to the relevant address for service;  
or
- (c) by sending a fax to the relevant fax number,

specified in the details of the parties appearing at the start of this Agreement, or such other contact person, address, fax number or email address as may be advised by a party in writing from time to time.

### **18.2 Receipt of Notices**

A notice given under clause 18.1 is deemed to be given, in the case of:

- (a) hand delivery, immediately on delivery;
- (b) registered mail, on the third Business Day after posting; and
- (c) facsimile, on receipt of a complete and correct transmission report by the sender,

but if such delivery or receipt is later than 4.00pm (addressee's time) on a Business Day, it is deemed to be received at 9.00am on the next Business Day in the place of receipt.

## **19. FORCE MAJEURE**

No party is liable for any failure to perform, or delay in performing its obligations under this Agreement if that failure or delay is due to anything beyond that party's reasonable control.

## **20. GENERAL**

### **20.1 No Merger**

Notwithstanding the termination or sooner expiry of this Agreement, all provisions of this Agreement which are capable of taking effect after termination or sooner expiry shall continue to remain in full force and effect.

### **20.2 Governing Law**

This Agreement is governed by and construed in accordance with the laws of the Northern Territory of Australia and the Courts of the Northern Territory at Darwin have jurisdiction to entertain any action in respect of, or arising out of, this Agreement.

### **20.3 Warranties by Recipient**

The Recipient warrants that it is properly established and constituted at law, and has power and authority to enter into this Agreement.

**20.4 Amendments To Constitution Documents**

The Recipient must obtain the written consent of the NTEPA before amending its Memorandum or Articles of Association, or its constitution or trust deed provisions in any way that may affect the eligibility of the Recipient to the Grant, or ability of the Recipient to comply with the terms and conditions of this Agreement.

**20.5 No Assignment**

The Recipient must not transfer to any person any of the Recipient's rights or obligations under this Agreement unless the Recipient has been given written approval to do so from the NTEPA.

**20.6 Entire Agreement**

This Agreement constitutes the entire agreement between the parties, and overrules any previous agreement or understandings between the parties in relation to the Project.

**20.7 No Partnership Or Agency**

- (a) Nothing in this Agreement or its performance gives rise to any relationship of employment, agency or partnership between the parties.
- (b) The Recipient acknowledges that any agreement entered into between the Recipient and a third party in relation to this Agreement or the Project, constitutes a private contractual arrangement between the Recipient and that third party, and the NTEPA will not be deemed to be a party to any such agreements, understandings and arrangements, and the NTEPA will not be responsible for any monies owed by either party to such agreement.

**20.8 Amendments**

This Agreement cannot be amended or added to unless the amendment or addition is in writing and signed by all of the parties.

**20.9 Severance**

If a court determines that a word, phrase, sentence, paragraph or provision in this arrangement is unenforceable, illegal or void then it will be severed and the other provisions of this arrangement will remain operative.

**20.10 Waiver**

- (a) This Agreement and the rights and obligations set out in this Agreement will not be abrogated, prejudiced or affected by the granting of time, credit or any indulgence or concession by one party to another party or to any other person whomsoever or by any compounding, compromise, release, abandonment, waiver, variation, relinquishment or renewal of any rights of a party or by any omission or neglect or any other dealing, matter or thing which, but for this clause could or might operate to abrogate, prejudice or affect the rights of a party or obligations of a party.
- (b) Waiver of any provision of or right under this Agreement must be in writing signed by the party entitled to the benefit of that provision or right and is effective only to the extent set out in any written waiver.
- (c) Time is of the essence for all obligations under this Agreement.

**20.11 Costs and Stamp Duty**

The parties will each pay their own costs of and incidental to the negotiations for and the preparation and execution of this Agreement.

**20.12 Counterparts**

This Agreement may be signed in any number of counterparts and all such counterparts when taken together constitute one instrument.

**20.13 Further Acts**

Each party will promptly do and perform all acts and execute and deliver all documents (in a form and context reasonably satisfactory to that party) required by law or reasonably requested by the other party to give effect to this Agreement.

**SIGNING**

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**Executed** by the parties as an Agreement:

**THE COMMON SEAL** of the **NORTHERN** )  
**TERRITORY ENVIRONMENTAL PROTECTION** )  
**AUTHORITY** was affixed in the presence of: )  
 )  
 )  
 )

..... Date: .....  
Chair 2015

**SIGNED** by ..... )  
 (print name) )  
for and on behalf of **City of Palmerston** in the )  
presence of: ) .....  
 ) Signature  
 )  
 )  
 ) Date: ..... 2015

.....  
Signature of Witness Name of Witness

## SCHEDULE 1 ITEMS

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### ITEM 1 NTEPA DETAILS

ABN: 84 085 734 992

Agreement Manager: Tony Greco  
Environmental Officer

Address for service of notices: Physical address: Level 2 Darwin Plaza 42 Smith St The Mall  
Postal address: GPO Box 3675 Darwin NT 0801  
Telephone: (08) 8924 4002  
Facsimile: (08) 8924 4053  
Email: [environmentgrants@nt.gov.au](mailto:environmentgrants@nt.gov.au)

### ITEM 2 RECIPIENT DETAILS

Recipient name: City of Palmerston

ABN: 42 050 176 900

Project Manager: Rishenda Moss  
Environmental/Emergency Operations Officer

Address for service of notices: Physical address: Civic Plaza, First Floor, 2 Chung Wah Terrace,  
Palmerston NT 0831  
Postal address: PO Box 1 Palmerston NT 0831  
Telephone: 8935 9954 0400 352 215  
Facsimile: 8935 9900  
Email: [rishenda.moss@palmerston.nt.gov.au](mailto:rishenda.moss@palmerston.nt.gov.au)

### ITEM 3 RECIPIENT'S APPROVED ACCOUNT (clause 3)

Bank Name:	<b>National Australia Bank</b>
Account Name:	<b>City of Palmerston</b>
BSB:	<b>085949</b>
Account Number:	<b>171902236</b>



**ITEM 4 GRANT** (clause 3.2)

<b>Amount (inclusive of GST)</b>	<b>Approximate Payment Date</b>
<b>\$10 000</b> (exclusive of GST)	<p>If Approved Account details are specified in Item 3, payment will be made within the Payment Timeframe of the Date of this Agreement, subject to issue of a Tax Invoice under clause 16.</p> <p>If no Approved Account details are specified in Item 3, payment will be made within the Payment Timeframe of the date the NTEPA receives notification of the Approved Account details from the Recipient pursuant to clause 3.1(a), subject to issue of a Tax Invoice under clause 16.</p>

**ITEM 5 PAYMENT TIMEFRAME** (clauses 1.1(n), 3.2 and 16)

20 business days after the signing of the contract.

**ITEM 6 COMMENCEMENT DATE FOR PROJECT** (clauses 1.1(f) and 4(a)(i))

The Recipient must start the Project “Growing recycling programs helps us inch closer to Zero Waste - Signage to Assist at Archer” within 3 weeks from the date of this agreement.

**ITEM 7 COMPLETION DATE FOR PROJECT**(clauses 1.1(g) and 4(a)(i)B)

The Recipient must complete the Project “Growing recycling programs helps us inch closer to Zero Waste - Signage to Assist at Archer” by 30/06/2016.

**ITEM 8 PROJECT PLAN** (clauses 1.1(o), 1.1(q) and 4)

(a) Project

Signage will be erected at the Archer Waste Transfer Station recycling centre aimed at directing residents to using appropriate recycling bins and make visits to the transfer station more efficient. It is hoped that having a well-run transfer station will encourage the public to take advantage of recycling options available to them.

(b) Deliverables

The following outcomes or deliverables can be expected from this NTEPA Environment Grant:

- I. Signs made and erected at the Archer Waste Transfer Station recycling centre. Provide photos.

(c) Performance indicators

The effectiveness of this project will be evaluated by reporting on:

- I. Feedback from public.
- II. User efficiency increased as a result at the Archer Waste Transfer Station recycling centre.
- III. Use of the Archer Waste Transfer Station recycling centre increased.

(d) Budget

Budget item	Grant contribution (ex GST)	In kind/partner contribution (if applicable)	Total cost (ex GST)
Signs	\$10 000	\$0	\$10 000
<b>TOTALS</b>	<b>\$10 000</b>	<b>\$0</b>	<b>\$10 000</b>

**ITEM 9 REPORTING REQUIREMENTS** (clause 7.3)

All Reports must be certified as correct by the treasurer or accountant of the Recipient and submitted using the Grants Management System maintained by the NTEPA.

REPORT	DATES REPORTS REQUIRED
A Grant Acquittal is to be submitted using the Grants Management System and must include all information requested by the Grants Management System	30/06/2016
Any other reports or information as reasonably requested by the NTEPA, including, but not limited to: The reports must be submitted using the Grants Management System.	At such times as may be reasonably requested by the NTEPA

**ITEM 10 INSURANCE REQUIREMENTS** (clause 11.1)

Insurance	Minimum Amount
General Third party Liability (Public Risk) Insurance	Not less than Ten Million dollars (\$10 000 000) for any one event
Workers' Compensation and Employer's Liability insurance (including common law liability)	Including, but not limited to, the insurance required under the <i>Workers Rehabilitation and Compensation Act</i>
Professional Indemnity Insurance	1. Ten million dollars (\$10 000 000) for any one claim; <b>and</b> 2. Ten million dollars (\$10 000 000) in the aggregate for any 12 month period of

	insurance
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**ITEM 11 INTEREST RATE** (clause 1.1(k), 8(f)(i) and 9.3(d))

The rate set by the Northern Territory Government in its 30 Day Payment Policy or any substituted policy, or, if no rate is set in any such policy, the 90 day bank bill rate published by the Reserve Bank of Australia as at the immediately preceding 1 June.

**ITEM 12 SPECIFIC MEASURES RECIPIENT MUST COMPLY WITH** (clause 4(a)(ii))

The Recipient must:

- (a) if the NTEPA advises the Recipient at any time that the NTEPA is bound by a Grant agreement with the Northern Territory of Australia and/or the Commonwealth (being an agreement under which the NTEPA receives monies forming any part of the Grant paid to the Recipient), then the Recipient must:
  - (i) do all things which the NTEPA requests the Recipient to do (including, but not limited to, the Recipient providing information to the NTEPA, or the Recipient doing or refraining from doing some thing) in order for the NTEPA to comply with the terms of the Grant agreement the NTEPA has with the Northern Territory of Australia and/or the Commonwealth; and
  - (ii) so far as possible, comply with the terms of the Grant agreement between the NTEPA and the Northern Territory of Australia and/or the Commonwealth as though the Recipient were a party to that agreement.

## **SCHEDULE 2 ACKNOWLEDGEMENT IN PUBLICATIONS (clause 10)**

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### **When do I acknowledge NTEPA support?**

If you receive funding through an NTEPA Environment Grant, you are required to prominently acknowledge this support in all publications as per clause 10 of the Agreement.

### **Where do I need to include an acknowledgement?**

This can include:

- Media releases about the Project.
- Advertisements to promote the Project or issued by a funded organisation
- Posters or flyers for your Project or issued by a funded organisation
- Publications for or about your Project or issued by a funded organisation
- Banners printed that promote the Project or organisation
- Websites for your Project or organisations
- Letterheads from funded organisations
- Your email signature for funded organisations

Please note there should be no difference in sending out media releases or e-newsletters via email. Any information you distribute that promotes the Project the subject of the NTEPA Environment Grant must include an acknowledgment.

We encourage you to send any printed promotional material to the NTEPA prior to printing, to get the designs approved to ensure appropriate acknowledgment of the funding received.

### **Why is it important?**

The inclusion of an acknowledgment links the outcomes of funding with the grant. This builds public consciousness of the value and importance of public funding.

### **How do I use the Logo?**

The placement of the NTEPA logo may vary in size but must always be reproduced in appropriate proportion to the context in which it is being used. To ensure clarity, the logo must always be surrounded by adequate space, clear of text or images.

### **Exampled Recipient acknowledgement**

*"The Northern Territory Environmental Protection Authority is pleased to sponsor [name of Recipient]."*

For written documents and publications, the following must be included in addition:

*"This publication may not represent the views of the Northern Territory Environmental Protection Authority or the Northern Territory Government."*

Please contact your NTEPA Agreement Manager for a copy of the logo.

## SCHEDULE 3 ASSET OBLIGATIONS

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1. Where the Recipient does acquire or create any Asset, with or without the prior written approval of the NTEPA, Assets must be:
  - (a) fit for their intended purpose;
  - (b) maintained at all times in good, operational condition; and
  - (c) used solely for the purposes of the Project.
  - (d) If the Recipient does sell or dispose of an Asset in any way during the Term (with or without the consent of the NTEPA), then unless the NTEPA directs otherwise, within ten (10) Business Days of the sale or disposal the Recipient must pay the NTEPA, or in accordance with the written directions of the NTEPA (which may be issued at any time), an amount equal to the proportion of the value of the Asset, following depreciation using the Depreciation Rate, that is equivalent to the proportion of the purchase price of the Asset that was funded from the Funding (where **Depreciation Rate** means the depreciation rate nominated by the NTEPA from time to time for:
    - (i) Assets of a particular type; or
    - (ii) for a particular Asset);
  - (e) Where any of the following applies:
    - (i) following the Completion Date or earlier termination of this Agreement;
    - (ii) the Recipient is in breach of this Agreement;
    - (iii) the Recipient stops delivering the Project;
    - (iv) the Recipient ceases to use an Asset to deliver the Project, or the NTEPA is of the opinion that an Asset is no longer suitable to be used for the Project or the purpose for which it was approved under this Agreement; or
    - (v) the NTEPA is taking action pursuant to clause 9.1 of this Agreement;
 the NTEPA may, in its sole discretion, give the Recipient a written direction to:
    - (vi) transfer the Recipient's interest in any Asset to the NTEPA or its nominee for no consideration;
    - (vii) repay to the NTEPA an amount equal to the proportion of the value of any Asset following depreciation using the Depreciation Rate, that is equivalent to the proportion of the purchase price of the Asset and/or any other amount that was used to acquire, maintain, repair or which has otherwise contributed to the Asset that was funded from the Funding (where **Depreciation Rate** means the depreciation rate nominated by the NTEPA from time to time for:
      - (A) Assets of a particular type; or
      - (B) for a particular Asset);
    - (viii) sell any Asset to a bona fide purchaser for market value, subject to any conditions the NTEPA specifies in the direction; and/or
    - (ix) deal with any Asset in any other way the NTEPA directs, including as to how to apply any proceeds of sale,

and the Recipient must comply with the direction within ten (10) Business Days of the direction being given.

- (f) The Recipient:
  - (i) must do all acts and things, and bring into existence, sign, execute or otherwise deal with any document, which may be necessary or desirable to give effect to clause 1(e) of these Asset Obligations; and
  - (ii) irrevocably appoints the NTEPA as the attorney of the Recipient for the purposes of complying with clause 1(f)(i) of these Asset Obligations.
- (g) Failure to comply with clauses 1(c), 1(e) or 1(f) of these Asset Obligations will result in interest accruing on the amount outstanding at the Interest Rate from the date for payment required by clause 1(c), 1(e) or 1(f) of these Asset Obligations, and which will be payable in addition to the principle amount. Interest will accrue on outstanding monies until full payment of the principal and interest is received, and clause 8(g) of this Agreement will apply.
- (h) The NTEPA will not unreasonably withhold any approvals under clause 5 of this Agreement, and will give any decision as to whether an approval will be provided within a reasonable time of the request.
- (i) The Recipient must provide the NTEPA with security over any Asset, in whatever form the NTEPA may require, and pay all stamp duties and reasonable legal costs of, and incidental to, such security upon the request of the NTEPA.

**ITEM NO.** 13.1.4      **Local Government Association Northern Territory – Casual Vacancy on the LGANT Executive**

**FROM:** Chief Executive Officer

**REPORT NUMBER:** 8/0727

**MEETING DATE:** 1 September 2015

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**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:**

To provide Elected Members with the opportunity to nominate for the current vacancy which has been created on the LGANT Executive.

**Background:**

At the LGANT General Meeting held in April 2015, a resolution was passed to increase the LGANT Executive from eight to nine members. This has created a casual vacancy for the remaining seven council (which includes the City of Palmerston) to seek representation on the LGANT Board.

Should there be an Elected Member from the City of Palmerston who wishes to nominate for the LGANT Executive, council must approve of any nomination.

**General:**

An election will be held at the LGANT Annual General Meeting to be held in November 2015 and the successful candidate will then remain in office until November 2016 when elections for the Executive are next being held. Nominations will need to be accompanied by a short biography and forwarded to LGANT by Friday 2 October 2015.

**Financial Implications:**

Nil

**Policy / Legislation:**

LGANT Constitution

## **RECOMMENDATION**

1. THAT Council receives Report Number 8/0727.
2. THAT Council endorse the nomination of \_\_\_\_\_ to fill the casual vacancy on the Local Government Association of the Northern Territory Executive.

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

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

## **Schedule of Attachments:**

Attachment A: LGANT Nomination Form



# LOCAL GOVERNMENT ASSOCIATION OF THE NORTHERN TERRITORY



## NOMINATION OF OFFICE BEARERS

In accordance with clause 14.8 of the LGANT Constitution, I hereby call for nominations to the casual vacancy of Board Member – Regional and Shires on the LGANT Executive Board.

Peter McLinden  
A/Chief Executive Officer  
14 August 2015

Nominating Council: \_\_\_\_\_

The Council resolved at a meeting held on \_\_\_\_\_ 2015 to  
nominate the following elected member to the LGANT Executive:

Name of Elected Member	Executive Member
	Board Member – Regional and Shires

Signed \_\_\_\_\_ / / 2015  
CEO

Please forward completed nomination form and a short biography of nominee by Friday  
2 October 2015 to:

Elaine McLeod  
Executive Assistant to the CEO  
Email: [elaine.mcleod@lgant.asnt.au](mailto:elaine.mcleod@lgant.asnt.au)  
Fax: 8941 2665

**ITEM NO.**      13.1.5      **Election of Chair to the Community, Culture and Environment Committee and Reserve Nomination for the Development Consent Authority**

**FROM:**                      Chief Executive Officer

**REPORT NUMBER:**      8/0729

**MEETING DATE:**        1 September 2015

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**Municipal Plan:**

**4. Governance & Organisation**

**4.2 Service**

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

**Summary:**

At the Ordinary Meeting of Council held 3 February 2015 Council appointed Alderman Malone as Chairperson of the Community, Culture and Environment Committee. At the Ordinary Meeting of Council held on 3 June 2014 Council appointed Alderman Malone as an Alternate Member for the Palmerston Division of the Development Consent Authority (DCA).

Alderman Malone tendered her resignation at the ordinary meeting held on 18 August 2015, which has been formally accepted by the Chief Executive Officer.

Council are now required to nominate and appoint a new Chair to the Community, Culture and Environment Committee in accordance with the Committees of Council Policy (MEE02) and Section 64(1)(b) of the Local Government Act. Council are also required in accordance with Section 89 of the Planning Act to nominate an Alternative Member for the Palmerston Division of the DCA.

**General:**

The Committees of Council Policy (MEE02) appointments a Chair is for a 12 month period. The new appointment of the Chair of the Community, Culture Committee for all meetings will be for the remainder of the current 12 month term for all meetings of the committee up until 12 February 2016.

In accordance with Section 89 of the Planning Act the appointment of an Alternate Member will be for a maximum of 2 years or lesser as determined by the Minister of Lands, Planning and the Environment.

**Financial Implications:**

Nil

## **Policy / Legislation:**

### **Section 64(1)(b) of the Local Government Act:**

- (1) The Chair of a meeting of a local board or council committee will be:
  - (b) in the case of a council committee – a member appointed by the council as Chair of the committee;

### **Section 4.1.3 of the Committees of Council Policy (MEE02)**

- 4.1.3 The membership of each Standing Committee shall consist of 4 Aldermen (excluding the Mayor), with the Chair being appointed for a 12 month period by Council pursuant to Section 64(1)(b) of the Local Government Act.

## **NT Planning Act**

### **89 Appointment of members within council area**

- (1) If all or part of a Division area is within a council area, the Minister must, in writing, appoint:
  - (a) 2 persons in accordance with subsection (4); and
  - (b) 2 other persons,to be Division members in respect of the Division area.
- (2) If an appointment is to be made under subsection (1)(a):
  - (a) the local authority may nominate to the Minister a person for appointment; or
  - (b) if the Minister does not receive a nomination under paragraph (a) – the Minister must by notice in writing to the local authority request the local authority to nominate a person for appointment.
- (3) A local authority that receives a notice under subsection (2)(b) may within 30 days nominate to the Minister the person it thinks fit to be a Division member.
- (4) If a person:
  - (a) is nominated under subsection (2)(a) or (3) by the local authority – the Minister must under subsection (1)(a) appoint the person to be a member; or
  - (b) is not nominated by the local authority under subsection (2)(a) or within the period specified in subsection (3) – the Minister must under subsection (1)(a) appoint a person he or she thinks fit to be a member.
- (5) If all or part of a Division area is within a council area, the local authority may nominate to the Minister persons it thinks fit to be

members under subsection (1)(b) and the Minister may take into account that nomination as he or she thinks fit.

## **RECOMMENDATION**

1. THAT Council receives Report Number 8/0729.
2. THAT Alderman \_\_\_\_\_ be appointed as Chairperson of the Community, Culture and Environment Committee for the remainder of the current 12 month period terminating on 12 February 2015.
3. THAT Alderman \_\_\_\_\_ be appointed as the Alternate Member to the Palmerston Division of the Development Consent Authority for a maximum period of 2 years or lesser as determined by the Minister for Lands, Planning and the Environment.

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

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

## **Schedule of Attachments:**

Nil

**ITEM NO.** 13.1.6      **Support of Fish Stocking Program with Amateur Fisherman's Association of the NT**

**FROM:** Director of Technical Services

**REPORT NUMBER:** 8/0733

**MEETING DATE:** 1 September 2015

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**Municipal Plan:**

**3. Environment & Infrastructure**

**1.4 Recreation**

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

**Summary:**

This report is to seek Council's support of the Amateur Fisherman's Association of the NT (AFANT) Inc. request to carry out a fish stocking program in lakes and the provision of fishing infrastructure (seats, fishing pontoons and signage) around lakes within the City of Palmerston.

**Background:**

Council has participated in previous years in the release of barramundi fingerlings in selected lakes in Durack.

There is currently no fishing infrastructure located at any of the lakes in Durack and in accordance with By-law 69 fishing is prohibited.

**General:**

Council has received written correspondence from AFANT and the NT Department of Fisheries requesting Council support for a fish stocking program in all lakes throughout Palmerston including those in newly developed suburbs (**Attachment A**).

It is suggested that with Council approval, that council staff liaise with representatives from AFANT and the NT Department of Fisheries to detail a proposal that will determine which lakes will be included in the program, locations of infrastructure and financial implications for Council.

**Financial Implications:**

Nil at this stage but it is expected that Council will be requested to contribute to the construction of some fishing infrastructure however due to the project being in its infancy, discussion with developers and possible grant funding will be investigated.

**Policy / Legislation:**

Palmerston (Public Places) By-laws.

**RECOMMENDATION**

1. THAT Council receives Report Number 8/0733.
2. THAT Council supports the Amateur Fisherman's Association of the NT Inc. proposal to carry out a fish stocking program.
3. THAT 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.

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

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

Author: Rishenda Moss, Environment and Emergency Management Officer.

**Schedule of Attachments:**

Attachment A: Correspondence dated 14 August 2015 from Amateur Fisherman's Association of the NT inc



**AMATEUR FISHERMEN'S ASSOCIATION OF THE NT INC.**

Mr Ricki Bruhn  
CEO  
Palmerston City Council  
PO Box 1, Palmerston NT 0835

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

Dear Ricki

**RE: Palmerston Lakes Fish Stocking Project**

The Amateur Fishermen's Association of the NT (AFANT) has been asked by the NT Department of Fisheries to facilitate communication with Palmerston City Council toward gaining their support for a fish stocking program in the residential housing estates of Palmerston for the benefit of the public.

In the NT Government Budget 2015-16 released in May this year \$750,000 was set aside over three years for fisheries enhancement programs. It is AFANT's belief that this money would best be spent stocking easily accessible public lakes and waterways with Barramundi fingerlings. These stocking efforts would provide a safe and convenient location for children and families to pursue the great territory pastime of catching a barramundi and enormously improve the lifestyle and social benefits for the residents of Palmerston.

As you may be aware Barramundi (*lates calcarifer*) were previously stocked in the residential lakes of Durack in 2012 by Charles Darwin University. Some 1200 fingerlings were introduced to the lakes and based on the latest electrofishing survey conducted by NT Fisheries (see attached) they have thrived in the environment reaching an average size of 58-63cm which is an excellent growth rate and demonstrates that there is an abundant food supply available in the lakes. Due to continued fishing effort this Barramundi population has decreased over time and we believe due to the past stocking success that these lakes should be first on the agenda to be restocked. Further fish stocking is then proposed for other waterbodies throughout Palmerston including the new estates at Bellamack, Johnston, Zuccoli and Mitchell.

In addition to funds being provided by the NT Government to stock fingerlings AFANT has also been approached by our corporate sponsors regarding the provision of fishing

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***Representing recreational fishing in the NT and ensuring the quality of our sport***

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Phone: 08 8945 6455 Fax: 08 8945 6055 Email: [eo@afant.com.au](mailto:eo@afant.com.au)  
**[www.afant.com.au](http://www.afant.com.au)**

infrastructure for these lakes (seats and fishing pontoons) as a community benefit program, we believe that residential developers will also see the benefit of providing such structures in Palmerston's new estates in the future.

I am more than happy to provide a briefing to council and answer any questions that may arise regarding this project.

I look forward to your reply.

Yours sincerely

Tristan Sloan  
Executive Officer  
Amateur Fishermen's Association NT

14 August 2015



**ITEM NO.** 15.1                      **Response to Previous Public Questions from Council Meeting held on 18 August 2015**

**FROM:** Chief Executive Officer

**REPORT NUMBER:** 8/0730

**MEETING DATE:** 1 September 2015

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**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

**General:**

At the ordinary meeting of Council held on Tuesday 18 August 2015 the Chairman took two questions on notice during the 'Public Question Time' section. The questions asked and Council responses are as follows;

**1. Has Council done any studies on the expected public use at Goyder Square compared to the Gateway Shopping Centre?**

*When Council prepared its initial 'Palmerston City Centre 2030 Master Plan', a Retail Report was prepared by Urbacity Pty Ltd which considered the potential development of the Gateway site and the possible effect this could have on the Palmerston CBD. A copy of this report is included in the Palmerston City Centre 2030 Master Plan.*

*The redevelopment of Goyder Square is a key project contained within the Master Plan and will be utilised for the Palmerston & Rural Markets, community events and the general public. As public open space within the CBD, it will provide an area for residents and visitors to the City Centre to relax in. It will also support future development in the CBD including the recently announced Boulevard Plaza.*

**2. Would Council consider adding in an extra section to the Agenda, maybe for not every Council meeting but as key points throughout the year to allow the members of the public to put forward their perspectives and ideas?**

*Council unanimously agreed at the meeting held on 18 August 2015 for a report to be provided to the Governance and Organisation Committee with a view to establishing a forum whereby open debate can occur between residents and elected members.*

*The Governance and Organisation Committee has also resolved that a review be undertaken of Council's Public Consultation Policy.*

**Financial Implications:**

Nil

**Legislation / Policy:**

Palmerston (Procedures for Meetings) By-Laws

**RECOMMENDATION**

1. THAT Council receive and note Report Number 8/0730.

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

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

**Schedule of Attachments:**

Nil