

# BARKLY REGIONAL COUNCIL



## OUR VISION

**We strive to be responsive, progressive, sustainable council which respects, listens and empowers the people to be strong.**

### **The Way We Will Work**

**We will make it happen!**

**We will be engaged and have regular opportunities to listen.**

**We will have strong policy and budgets to ensure our programs and services are progressive and sustainable.**

**Respect is shown in everything we do and we have acceptance of all cultures in the Barkly Region and their practices through a culturally competent Council.**

**We are a responsible Council.**

**We will be a responsive Council.**

**We want to empower local decision making.**

**We want to ensure that our services are sustainable and that our region has a standard consistent level of services.**

**We want to be able to sustain our environment – our communities, our physical places, our people and our organisational culture.**

**We will aggressively pursue additional funding from both levels of government to improve the standard of living of people across the region.**

**We need to be realistic, transparent and accountable.**

## AGENDA

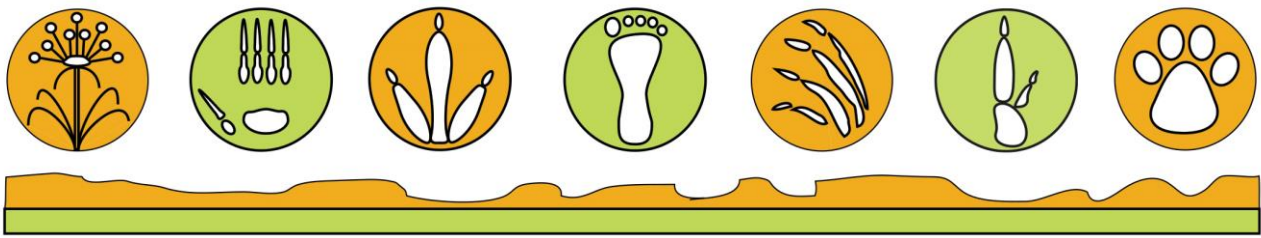
### ALI CURUNG LOCAL AUTHORITY MEETING

**MONDAY, 2 SEPTEMBER 2019**

Barkly Regional Council's Ali Curung Local Authority will be held in Ali Curung on Monday, 2 September 2019 at 1:00pm.

**Steven Moore**  
**Chief Executive Officer**

# BARKLY REGIONAL COUNCIL



## COUNCIL PRAYER

**Our Lord Jesus Christ, we trust you will guide and bless this meeting of the Barkly Regional Council. We pray that you will ensure that all discussions and decisions made today are just and fair as they will affect all people within the Barkly Region. We also pray for your guidance to ensure that all our dealings are appropriate to all those whom we represent and will reflect an equitable and honest approach to the issues to be discussed today.**

**Amen**

## WELCOME TO COUNTRY

**I respectfully acknowledge the traditional owners past and present of this land on which we are meeting, the Warumungu people.**

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# AGENDA

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ITEM	SUBJECT	PAGE NO
	<b>MEETING TO COMMENCE WITH ACKNOWLEDGEMENT OF TRADITIONAL OWNERS</b>	
<b>1</b>	<b>OPENING &amp; ATTENDANCE</b>	
1.1	Authority Members Present	
1.2	Staff and Visitors Present	
1.3	Apologies To Be Accepted	
1.4	Absent Without Apologies	
1.5	Resignations	
1.6	Disclosure of Interests	
<b>2</b>	<b>CONFIRMATION OF PREVIOUS MINUTES</b>	
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<b>3</b>	<b>CORPORATE SERVICES DIRECTORATE REPORTS</b>	
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5.1	Action Items from Previous Meeting.....	30
<b>6</b>	<b>AREA MANAGERS REPORT</b>	
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<b>7</b>	<b>LOCAL AUTHORITY PROJECTS BREAKDOWN</b>	
	<i>Nil</i>	
<b>8</b>	<b>CEO REPORT ON CURRENT BRC SERVICES IN LA AREA</b>	
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<b>9</b>	<b>BRC'S RESPONSE TO LA ISSUES RAISED</b>	
9.1	Correspondance to Chief Minister .....	39
<b>10</b>	<b>SERVICE DELIVERY ISSUES REPORTS IN THE LA AREA</b>	
	<i>Nil</i>	
<b>11</b>	<b>REGIONAL COUNCIL'S ANNUAL REPORT FOR THE PREVIOUS FINANCIAL YEAR</b>	
	<i>Nil</i>	
<b>12</b>	<b>THE REGIONAL COUNCIL'S POLICY ON DELEGATION OF POWERS AND FUNCTIONS</b>	
	<i>Nil</i>	
<b>13</b>	<b>THE REGIONAL COUNCIL'S PROPOSED REGIONAL PLAN</b>	
	<i>Nil</i>	

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**14 THE REGIONAL COUNCIL'S PROPOSED BUDGET PRIORITIES FOR THE LOCAL AUTHORITY AREA FOR THE NEXT FINANCIAL YEAR**

*Nil*

**15 BRC'S RESPONSE TO SERVICE DELIVERY COMPLAINTS IN THE LA AREA**

*Nil*

**16 VISITOR PRESENTATIONS**

16.1 Visitor Presentation ..... 50

**17 QUESTIONS FROM MEMBERS OF THE PUBLIC**

*Nil*

**18 CLOSE OF MEETING**



## **CONFIRMATION OF PREVIOUS MINUTES**

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**ITEM NUMBER** 2.1  
**TITLE** Confirmation of Previous Minutes  
**REFERENCE** 279617  
**AUTHOR** Shelley McDonald, Area Manager - Elliott

### **RECOMMENDATION**

#### **That the Authority**

- a) Receive and note the minutes of the previous meeting as a true and accurate record.

### **SUMMARY:**

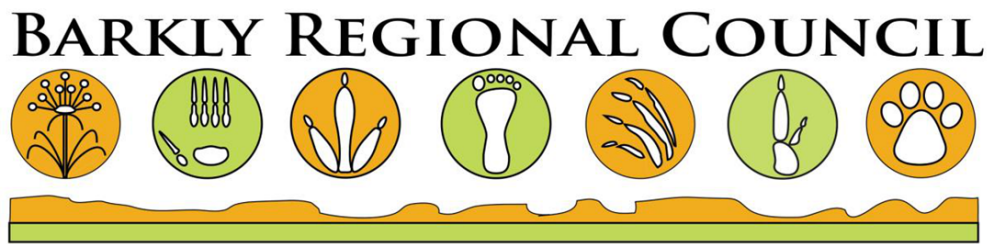
### **BACKGROUND**

### **ISSUE/OPTIONS/CONSEQUENCES**

### **CONSULTATION & TIMING**

### **ATTACHMENTS:**

- 1 [↓](#) Ali Curung LA Minutes Unconfirmed 1 July 2019.PDF



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**We need to be realistic, transparent and accountable.**

## MINUTES

# ALI CURUNG LOCAL AUTHORITY MEETING

## MONDAY, 1 JULY 2019

The Ali Curung Local Authority of the Barkly Regional Council was held in Ali Curung on Monday, 1 July 2019 at 1:00pm.

**Steven Moore**  
Chief Executive Officer

Meeting commenced at 1:35pm with Noel Hayes as chair.

**1. OPENING AND ATTENDANCE**

1.1 Elected Members Present

- Steven Edgington
- Noel Hayes
- Lucy Jackson
- Peter Corbett
- Cysila Rose
- Derek Walker
- Jerry Rice

1.2 Staff And Visitors Present

- Mark Parsons
- Tim Hema
- Linda Turner
- Daniel Richie
- Makhaim Brandon

1.3 Apologies To Be Accepted

- Edith Hanlon
- Andrew Tsvaris

1.4 Absent Without Apologies

- Sammy Ladd

1.5 Disclosure Of Interest

There were no declarations of interest at this Ali Curung Local Authority meeting.

**2. CONFIRMATION OF PREVIOUS MINUTES**

<b>2.1 CONFIRMATION OF PREVIOUS MINUTES</b>	
<b>MOTION</b>	
<b>That the Authority</b>	
(a)	Confirm the minutes of the Local Authority Meeting on Tuesday 7 <sup>th</sup> May 2019.
(b)	Accept the amendment of the previous minutes put forward by the local authority.
Local authority members put forward the amendment for the minutes in regards to the quote for the purchase of x2 heavy duty Mowers and Brush cutters(Whipper Snippers) based on the best quote from Desert Edge Motorcycles , Alice Springs. Changed to being the quote from No Worries Gardening Service – Tennant Creek.	
<b>RESOLVED</b>	
<b>Moved:</b>	<b>LA Member Derek Walker</b>
<b>Seconded:</b>	<b>LA Member Jerry Rice</b>
	<b>CARRIED UNAN.</b>
<i>Resolved ACLA 1/19</i>	

**3. CORPORATE SERVICES DIRECTORATE REPORTS**

<b>3.1 MONTHLY FINANCE REPORT</b>	
<b>MOTION</b>	
<b>That the Authority</b>	
a) Receive and note the report.	
<b>RESOLVED</b>	
Moved: LA Member Derek Walker	
Seconded: LA Member Peter Corbett	<b>CARRIED UNAN.</b>
<i>Resolved ACLA 2/19</i>	

**4. GENERAL BUSINESS**

<b>4.1 MONTHLY CEO REPORT</b>	
<b>MOTION</b>	
<b>That the Authority</b>	
a) Receive and note the Director of Operations Report	
<b>RESOLVED</b>	
Moved: LA Member Peter Corbett	
Seconded: LA Member Cysila Rose	<b>CARRIED UNAN.</b>
<i>Resolved ACLA 3/19</i>	

<b>4.2 DRAFT REGIONAL PLAN</b>	
<b>MOTION</b>	
<b>That the Authority :</b>	
a) Receive and endorse the Draft Regional Plan for public consultation.	
<b>RESOLVED</b>	
Moved: LA Member Derek Walker	
Seconded: LA Member Jerry Rice	<b>CARRIED UNAN.</b>
<i>Resolved ACLA 4/19</i>	

<b>4.3 DRAFT LOCAL GOVERNMENT BILL</b>	
<b>MOTION</b>	
<b>That the Authority</b>	
:	
a) Receive and note the address from the Department of Local Government, Housing and Community Development.	
<b>RESOLVED</b>	

<p><b>Moved:</b> LA Member Derek Walker</p> <p><b>Seconded:</b> LA Member Jerry Rice</p> <p><i>Resolved</i> ACLA 5/19</p>	<p><b>CARRIED UNAN.</b></p>
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#### 4.4 CONFIRMATION OF THE NEXT MEETING DATE.

##### MOTION

**That the Authority**

- (a) Confirm the next meeting to be held on Monday 5<sup>th</sup> August at 1PM.

##### RESOLVED

**Moved:** LA Member Jerry Rice

**Seconded:** LA Member Cysila Rose

**CARRIED UNAN.**

*Resolved* ACLA 6/19

#### 4.5 ALI CURUNG DOG SITUATION.

##### MOTION

**That the Authority**

- (a) Give Permission for Allan Hawke the Regional Animal Health Manager to visit Ali Curung and to assess and identify abandoned dogs for re-homing.

##### RESOLVED

**Moved:** LA Member Derek Walker

**Seconded:** Cr. Lucy Jackson

**CARRIED UNAN.**

*Resolved* ACLA 7/19

#### 4.6 INFORMATIVE UPDATES FOR LOCAL AUTHORITIES

##### MOTION

**That the Authority**

- a) Receive and note the Barkly Regional Deal update.  
 b) Receive and note the update from the Alternative to Youth Detention Working Group.

##### RESOLVED

**Moved:** LA Member Cysila Rose

**Seconded:** LA Member Jerry Rice

**CARRIED UNAN.**

*Resolved* ACLA 8/19

#### 4.7 RECONCILIATION ACTION PLAN

##### MOTION

**That the Authority**

- a) Receive and note the report for the Reconciliation Action Plan (RAP).
- b) Offer feedback in regards to the RAP.

Local Authorities members were in agreement that the plan should be circulated among local communities and Tennant Creek in regards to gathering feedback.

**RESOLVED**

**Moved:** LA Member Jerry Rice

**Seconded:**LA Member Peter Corbett

**CARRIED UNAN.**

*Resolved ACLA 9/19*

**4.8 ISSUES RAISED BY COMMUNITY TO LA MEMBERS**

**MOTION**

**That the Authority**

- a) Request that council draft a letter on behalf of the Ali Curung Local Authority to be sent to Power and Water in regards to the ongoing constant power outages in the community and to investigate alongside Power and Water the viability of auto-mating the generator for use during power outages.

Concern was raised at the meeting in regard to the length of time to restore power in Ali Curung in the case of power outages and it was asked if the backup generator in town owned by Power and Water could be used in these cases.

**RESOLVED**

**Moved:** LA Member Derek Walker

**Seconded:**LA Member Cysila Rose

**CARRIED UNAN.**

*Resolved ACLA 10/19*

**5. ACTION ITEMS FROM PREVIOUS MEETING**

**5.1 ACTION ITEMS FROM PREVIOUS MEETING.**

**MOTION**

**That the Authority**

- (a) Note and Receive the Report.

**RESOLVED**

**Moved:** LA Member Derek Walker

**Seconded:**LA Member Cysila Rose

**CARRIED UNAN.**

*Resolved ACLA 11/19*

**6. AREA MANAGERS REPORT**

**6.1 ALI CURUNG AREA MANAGERS REPORT JUNE 2019**

**MOTION**

That the Authority  
 (a) Receive and note the Area Managers Report for June 2019

**RESOLVED**  
 Moved: Cr. Lucy Jackson  
 Seconded: LA Member Derek Walker **CARRIED UNAN.**  
 Resolved ACLA 12/19

- 7. **LOCAL AUTHORITY PROJECTS BREAKDOWN**  
*Nil*
- 8. **CEO REPORT ON CURRENT BRC SERVICES IN LA AREA**  
*Nil*
- 9. **BRC'S RESPONSE TO LA ISSUES RAISED**  
*Nil*
- 10. **SERVICE DELIVERY ISSUES REPORTS IN THE LA AREA**  
*Nil*
- 11. **REGIONAL COUNCIL'S ANNUAL REPORT FOR THE PREVIOUS FINANCIAL YEAR**
- 12. **THE REGIONAL COUNCIL'S POLICY ON DELEGATION OF POWERS AND FUNCTIONS**
- 13. **THE REGIONAL COUNCIL'S PROPOSED REGIONAL PLAN**
- 14. **THE REGIONAL COUNCIL'S PROPOSED BUDGET PRIORITIES FOR THE LOCAL AUTHORITY AREA FOR THE NEXT FINANCIAL YEAR**

**14.1 BUDGET BRIEF 2019-2020**

**MOTION**

That the Authority  
 (a) Receive and note the report.

**RESOLVED**  
 Moved: LA Member Derek Walker  
 Seconded: Cr. Lucy Jackson **CARRIED UNAN.**  
 Resolved ACLA 13/19

- 15. **BRC'S RESPONSE TO SERVICE DELIVERY COMPLAINTS IN THE LA AREA**
- 16. **VISITOR PRESENTATIONS**
- 17. **QUESTIONS FROM MEMBERS OF THE PUBLIC**
- 18. **CLOSE OF MEETING** – 3:15pm

THIS PAGE AND THE PRECEEDING PAGES ARE THE MINUTES OF THE Ali Curung Local Authority Meeting HELD ON Monday, 1 July 2019 AND CONFIRMED Monday, 5 August 2019.

\_\_\_\_\_  
Noel Hayes  
Chair

\_\_\_\_\_  
Tim Hema  
Area Manager

Unconfirmed



## **CORPORATE SERVICES DIRECTORATE REPORTS**

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**ITEM NUMBER** 3.1  
**TITLE** Monthly Finance Report  
**REFERENCE** 279619  
**AUTHOR** Gary Pemberton, Finance Manager

### **RECOMMENDATION**

#### **That the Authority**

- a) Receive and note the report.

### **SUMMARY:**

### **BACKGROUND**

### **ISSUE/OPTIONS/CONSEQUENCES**

### **CONSULTATION & TIMING**

### **ATTACHMENTS:**

1 [↓](#) Finance Report.pdf

Barkly Regional Council  
 Local Authority Allocation  
 Project: 405 Ali Curung

	Budget			
	2016-2017	2017-2018	2018-2019	Total
<b>INCOME</b>				
LA Grants Received				
Grants Received	\$ 410,588.18	\$ 83,980.00	\$ 83,980.00	\$ 410,588.18
<b>INCOME TOTAL</b>	<b>\$ 410,588.18</b>	<b>\$ 83,980.00</b>	<b>\$ 83,980.00</b>	<b>\$ 410,588.18</b>

Approved Minutes	Expenditure Date	Budget			
		2016-2017	2017-2018	2018-2019	Total
<b>EXPENDITURE</b>					
LA Funding Expended					
Jul-15	Waterpark	\$ 140,000.00			\$ 140,000.00
Apr-16	Shade Cloth	\$ 421.23			\$ 421.23
Apr-16	Gas Bottles	\$ 222.61			\$ 222.61
Apr-16	Mower parts	\$ 1,490.00			\$ 1,490.00
Apr-16	Sign	\$ 1,500.00			\$ 1,500.00
May-17	Kubota brush cutter	\$ 1,161.60			\$ 1,161.60
May-17	Vandal proof BBQ for Murray Downs	\$ 6,930.00			\$ 6,930.00
May-17	Steel & Concrete for football goal post	\$ 4,454.00			\$ 4,454.00
May-17	Kubota Tractor	\$ 49,640.00	\$ 49,341.26		\$ 49,640.00
Dec-17	Shade Sail	\$ 27,272.73	\$ 27,272.73		\$ 27,272.73
Feb-18	Animal Management Activities				\$ -
Feb-18	LA Funding Committed				
Feb-18	Animal Management Activities	\$ 15,000.00	\$ 15,000.00		\$ 15,000.00
	Mowers & Whipper Snippers	\$ 5,348.75	\$ 5,348.75		\$ 5,348.75
	LitterMaster 9000	\$ 31,617.30	\$ 31,617.30		\$ 31,617.30
	Lighting Softball Grounds	\$ 27,600.00	\$ 18,063.99		\$ 27,600.00
<b>EXPENDITURE TOTAL</b>		<b>\$ 312,658.22</b>	<b>\$ 86,150.00</b>	<b>\$ 70,030.04</b>	<b>\$ 312,658.22</b>

Balance of funds to be committed

\$ 97,929.96	\$ -	\$ 13,949.96	\$ 83,980.00	\$ 97,929.96
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**GENERAL BUSINESS**

<b>ITEM NUMBER</b>	4.1
<b>TITLE</b>	Alternate to Youth Detention Centre - Working Group update - July
<b>REFERENCE</b>	279620
<b>AUTHOR</b>	Jenna Walker, Executive Administration Officer

**RECOMMENDATION****That Council:**

- a) Receive and note the report from the Alternate to Youth Detention Centre Working Group meeting held on 17 July 2019

**SUMMARY:**

The Alternate to Youth Detention Centre Working Group met on Wednesday, 17 July 2019. At this meeting, Olga Haven presented key recommendations from the Royal Commission, best practise models, and findings on Diagrama, a program/ system for vulnerable youths that has proven success in Spain, and now more recently across Germany, France and the United Kingdom.

Territory Families advised that JUNO is back on the cards as a possible site for the alternate to youth detention facility.

The main topic for discussion was around site selection.

There was a resolution from four (4) different working group member representatives to oppose the site selected for an alternate to youth detention centre being at the Barkly Work Camp site. It was later motioned:

- ***Reject any proposal to locate a Youth Detention Facility might be built immediately adjacent to, or in close proximity to, the Barkly Work Camp.***

Actions from this meeting included:

- That papers formally opposing site at Barkly Work Camp be tabled at the next Governance Table meeting in August, 2019.
- That Territory Families present at the next meeting all available government land in Tennant Creek that can be potential sites for an alternate to youth detention centre.
- Governance Table to consider developing a masterplan for Tennant Creek of all 28 initiatives (program and location) in Barkly Regional Deal relevant to Tennant Creek, so Working Group Members can understand the bigger picture.
- Email out statistics around youth in Barkly from last meeting.
- Three active members to draft criteria for site selection before next meeting.
- Refrain from using the word 'detention', rather referring to the project as 'Barkly Youth Justice Accommodation Facility'.
- Call for alternate sites to be presented at the next meeting.

Next Working Group meeting to take place on Wednesday, 21 July 2019, 11am to 3pm.

**BACKGROUND**

Representatives from Barkly Regional Council, Territory Families, Health Service providers, community members, Correction Services, Department of Education, NT Legal Aid and the

Governance Table, convened to learn more about successful working systems that offer an alternative to a youth detention center and discuss in more detail site selection.

Confusion for some members of Working Group as during meetings 1 and 2, they were initially told that site selection was off the table and out of scope for Working Group, however in this meeting, it was indicated that their input in site selection was valid.

Working Group wanted more clarity around timeframes for project, who set the timeframes, what are the timeframes, and are these timeframes flexible. Kim from Northern Land Council, responded quite clearly that a 6 month timeframe has been assigned to ensure the region remains on track to deliver all commitments (28 initiatives) identified as part the Barkly Regional Deal – it is about looking at the bigger picture.

#### **ORGANISATIONAL RISK ASSESSMENT**

<<Enter Text>>

#### **BUDGET IMPLICATION**

<<Enter Text>>

#### **ISSUE/OPTIONS/CONSEQUENCES**

<<Enter Text>>

#### **CONSULTATION & TIMING**

<<Enter Text>>

#### **ATTACHMENTS:**

## **GENERAL BUSINESS**

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<b>ITEM NUMBER</b>	4.2
<b>TITLE</b>	Regional Deal Update
<b>REFERENCE</b>	279622
<b>AUTHOR</b>	Vanessa Goodworth, Executive Assistant to CEO and Mayor

### **RECOMMENDATION**

**That the Authority:**

- a) Receive and note the update

### **SUMMARY:**

The Governance Table hasn't met since the last Council Meeting as the scheduled meeting was postponed due to a large number of absences. The next Governance Table meeting is scheduled for August.

Tim Chandler has been appointed as the Barkly Backbone Executive Officer. Tim may commence on the 29 July 2019, this date is to be confirmed.

The Youth Justice Facility Working Group had its second meeting on the 17<sup>th</sup> July. This is the only working group that has met so far.

### **BACKGROUND**

NIL

### **ORGANISATIONAL RISK ASSESSMENT**

NIL

### **BUDGET IMPLICATION**

NIL

### **ISSUE/OPTIONS/CONSEQUENCES**

NIL

### **CONSULTATION & TIMING**

NIL

### **ATTACHMENTS:**

## **GENERAL BUSINESS**

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**ITEM NUMBER** 4.3  
**TITLE** Solar Street Lighting at Ali Curung Parks  
**REFERENCE** 279623  
**AUTHOR** Tim Hema, Area Manager - Ali Curung

### **RECOMMENDATION**

#### **That the Authority**

- (a) Select and approve best quote for Solar Lights and Poles for installation at Ali Curung Parks.

### **SUMMARY:**

<This should set out what the report is about, why it was written and why it is relevant.>

### **BACKGROUND**

### **ISSUE/OPTIONS/CONSEQUENCES**

### **CONSULTATION & TIMING**

### **ATTACHMENTS:**

- [1](#) Q.1 LeadSun-\$13,333.76.pdf  
[2](#) Q.2 Delta Electrics - \$14,922.76.pdf  
[3](#) Q.3 MM Electrical-\$15,973.26.pdf

**Leadsun Australia**

ABN: 16 158 717 750  
 42 Greens Rd, Dandenong South, 3175  
 Tel: 1300 532 378 Fax: 03 8610 0393  
 Website: www.leadson.com.au

**Official Quotation****Quote Number: 2019-1639****Date:** 16 Jul 2019**Valid:** 16 Sep 2019

Payment terms: 30 Days EOM  
 Payment method EFT [no credit card facilities]

**Attention:** Tim Hema  
**Customer:** City of Barkly Regional Council (NT)  
**Phone:** 0429 887 763  
**Email:** tim.hema@barkly.nt.gov.au

**PROJECT DESCRIPTION: LIGHTING FOR ALI CURUNG TOWNSHIP - Project 1**

Item	Product	Description	Unit Price	Qty	Sub Total
1	AE2S30I0-B2	Solar Engine 10W AIO 164Wh 30W Program = E (A)	\$857.00	12	\$10,284.00
2	Freight & Handling Charge	Freight to Tennant Creek NT 0860	\$590.00	1	\$590.00
<b>Cost Excluding GST AUD</b>					<b>\$10,874.00</b>

**System Operation:**

Lights will operation from dusk till dawn at full brightness

**Autonomy: 1.9 Days**

(Full operation power storage on low solar exposure days, eg. cloudy days).

**LED Light Heads:**

5W (750Lm) LED light heads with asymmetrical light distribution

**Poles:****Footings:****Underground Scanning:**

**Jamie Mackenzie**  
**Business Development**  
**Manager**  
**0424 744 169**  
 jamie.mackenzie@leadson.com.au

**DELIVERY TERMS - SUBJECT TO PRODUCT AVAILABILITY**

[Note: 1 week = 5 business days]

**Supply Only**

Leadsun/EZYpole product in stock, standard working modes 1 week  
 Leadsun/EZYpole product in stock, custom working modes 2 weeks  
 Leadsun/EZYpole product back-order 4 weeks  
 Leadsun/EZYpole product special order 6 weeks

**Supply & Installation**

Leadsun/EZYpole product in stock, standard timeframe 6 weeks  
 Leadsun/EZYpole product back-order or special order 8 weeks

## Leadsun Terms & Conditions

### 1. Definitions

In these terms and conditions:

- a. Agreement means an agreement between the Purchaser and Supplier for the supply of Goods and/or Services constituted by a Purchase Order, any nominated conditions and any agreed variation.
- b. Conditions mean these terms and conditions of purchase.
- c. Delivery of Goods means the date, method of delivery of the Goods as set out in the Purchase Order.
- d. Delivery Point means in relation to Goods, the delivery address for the Goods as set out in the Purchase Order.
- e. Goods means the Goods described in the Purchase Order.
- f. Intellectual Property Rights means any intellectual or industrial property right, whether protected by statute, at common law or in equity, including any patent, registered design, (whether or not registrable), invention, trade secret, lighting layout design or right in relation to layouts, right to confidential information, technical information, trademark or name, copyright or other protected right.
- g. Laws includes any requirement of any statute, rule, regulation, proclamation, order in council, ordinance or by-law whether commonwealth, state, territorial or local in relation to environmental and occupational health and safety matters.
- h. Price means the price payable by the Purchaser to the Supplier as shown on the Purchase Order.
- i. Purchase Order means the Purchaser's order accompanying these Conditions or otherwise placed that includes these Conditions.
- j. Lighting Design means a computer aided lighting reproduction to provide an emulation of levels achieved to recommend the correct solar lighting systems.
- k. Services means the services described in the Purchase Order.
- l. Specifications means any technical or other specification relating to the Goods and/or Services referred to in the Purchase Order and details of which have been supplied by the Purchaser or its Representative to the Supplier.
- m. Supplier means the person who sells the Goods or provides the 'Goods and Services' to the Purchaser.

### 2. Terms of Payment

The following payment terms will only be agreed by Leadsun Australia at the time of order.

- a. 30 Day Credit Account will mean payment is to be made 30 days from invoice date. Invoice will be provided at end of project or dispatch date of Goods. In the case where part shipments of Goods exceed 30 days from complete delivery, Leadsun Australia has the right to invoice for part shipment with payment to be made 30 days from invoice date.
- b. In the case where there is no credit account, any orders over \$20,000 will require a deposit of no less than 30%, and full payment prior to Goods being released.
- c. In the event of default of payment, the Customer's order may be cancelled. The Customer is not entitled to any form of compensation.
- d. For other additional services including installation and undergrounds services checking, payments must be made for the service already provided and time spent onsite regardless whether works have been completed.

### 3. Delivery of Goods

Delivery of Goods is deemed to have occurred:

- a. If delivered by freight, at the time Goods leave the Supplier's premises;
- b. If collected by the Customer, at the time that the Goods are handed to the Customer

Leadsun Australia may, at its sole discretion, charge a reasonable redelivery or storage fee if Customer is not available for delivery and Leadsun is charged additional fee. Any time or date given by Leadsun Australia to the Customer is an estimate. Any delays which may be caused by third parties does not warrant any cancellation or refund.

### 4. System Storage

**Battery warranty will be deemed void if the system is left within a passive state exceeding 3 months after purchase.** All Leadsun Australia Solar Engines with on-board Lithium batteries can be subject to harm if not used for a prolonged period, whilst the on-board BMS (Battery Management System) will protect and electronically isolate the battery the unit will need to be returned back to Leadsun Australia's service department. This will incur a service charge of \$45.00/unit plus freight.

### 5. Order Cancellation & Refunds

If the Customer cancels an order after delivery Leadsun Australia is entitled to 15% cancellation fee. All Goods must be unused and returned to Leadsun Australia in the original box at the Customer's expense. Refund will only be made after full inspection of the Goods returned to Leadsun Australia. In the case where Leadsun Australia labour costs have already been incurred, costs will be deducted from the refund amount.

### 6. Lighting Design

Leadsun Australia will assist and make recommendations on solar engines and luminaire specific to the Customer's application. All recommendations are based on technical designs, experience and calculations that are based upon the Customer's specific application. It is the Customer's choice to accept or reject recommendations, however should the Customer decide to purchase alternative system configuration recommendations, or chose to purchase a system without a recommendation, Leadsun Australia will not accept the outcome or be responsible for any system under-performance or unrealistic expectations, therefore will not accept or incur any costs for replacement or upgrades.

### 7. Installation

The Customer must provide clear and free access to the worksite at all times to enable works associated with the Goods to be undertaken. All works will be conducted during business hours unless otherwise arranged. Leadsun Australia will not be liable for any loss or damage unless due to the negligence of Leadsun's installers. The Customer will conduct underground services surveys by accredited tradesperson or allow Leadsun Australia to conduct the surveys for Leadsun installations. If the Customer does not allow for this, the Customer will be responsible for any damage that may be caused from ground works.

### 8. Warranty

Leadsun Australia as the supplier provides warranty on all equipment and services sold:

- All AE2, AE3, X5 and AE6 Solar engines have 5 years from date of invoice.
- All LED Light Heads have 5 years from date of invoice.
- Any powder coating provided by Leadsun Australia is by third party professional, commercial quality, powder coating company who provides this service. Leadsun Australia will make all effort to maintain powder coated pole from any damage such as scratches or imperfections which may be caused from pole stacking, transportation or during installation. Additional paint will be provided to cover scratches. No warranty provided.

In any event where warranty item is to be claimed Leadsun Australia is to be contacted on 1300 532 378. Assistance will be given directly to diagnose and resolve and/or repair. If unresolved Leadsun Australia will provide a Return Authorisation Number and form (RAF) to be attached to items which must be returned to authorised distributor/reseller/wholesaler. Freight costs to authorised distributor/reseller/wholesaler shall be at Customer's expense. Leadsun Australia shall cover freight costs back from distributor/reseller/wholesaler. If the problem is caused by installing the product in an inappropriate location or the product is incorrectly installed, this does not warrant a replacement, upgrade or money back. Leadsun Australia will only provide technical advice and assistance in finding a suitable remedy for the problem. Some problems can be resolved with replacement parts that can be installed by a suitably qualified tradesperson. Replacements are referred to as a "Customer Replacement Unit" (CRU). Standard warranty **does not cover** the following:

- Costs incurred for the removal, installing or repairing hardware onsite (this includes cost of hire equipment, labour, transportation, etc.);
- Warrant any product that has been modified or altered in anyway;
- Responsibility or any costs incurred to rectify due to incorrect wiring, installation or modification;
- Auxiliary devices which are attached to Leadsun Australia equipment which are not supplied by Leadsun Australia.

### 9. Intellectual Property

The Customer acknowledges that it has no proprietary right or interest in the Intellectual Property. The Customer must not at any time advertise, promote, sell, print or publish any material using or taking advantage of the Intellectual Property, or assist or consent to anyone else to do so without the prior written consent of Leadsun Australia.

### 10. Compliance with Laws

Customer must comply with all the rules, regulations and current laws with the implementation of these Terms & Conditions, with the regulations and stipulations laid down or prescribed under these Terms & Conditions, and of all other contracts relating to the sale or installation of Leadsun Australia equipment. Without prejudice to the powers of the parties to enter into a general or limited arbitration agreement, all disputes arising from the Customer's purchase, from the enforcement of these Terms & Conditions, or from any other contracts relating to the sale or by virtue of regulations or stipulations laid down or prescribed in the future must be governed and construed according to the laws of Victoria and the Customer hereby submits to the non-exclusive jurisdiction of the courts of Victoria.

### 11. Infringement of 'Terms & Conditions'

Any breach of these 'Terms & Conditions' and any other further rules and regulations determined by the Leadsun Australia may, at Leadsun Australia's absolute discretion, result in the exclusion of the Customer from the purchase, and the Customer has no right to claim compensation or demand refund of any payments already made, or any loss or expenses, nor shall the Customer be released from their contractual obligation to pay.



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JOHN AND BARBARA MCDONNELL

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13 - 17 STANDLEY STREET • PO BOX 358, TENNANT CREEK NT 0861  
PHONE (08) 8962 2414 • FAX (08) 8962 3368

TO:	ATTN: <i>Tim McQuinn</i>	FROM: <i>John</i>
DATE: <i>17/7/19</i>	NO. SHEETS:	

### QUOTATION:

		EACH	TOTAL
<i>12</i>	<i>80 NB. MED. GALV PIPE</i>	<i>198-80</i>	<i>2385-60</i>
	<i>6.5 M LONG</i>		
<i>12</i>	<i>CAPS 80 NB</i>	<i>6-18</i>	<i>74-16</i>
		<i>#</i>	<i>2459-76</i>
	<i>PRICES INCLUDE GST</i>		
	<i>(15 EX STOCK TODAY)</i>		

QUOTATION VALID FOR: \_\_\_\_\_ DAYS

**Power Solutions**

154 Coonawarra Road,  
Winnellie NT 0821  
PO Box 38471,  
Winnellie NT 0821  
P: 8 8984 4033  
F: 8 8947 0421  
E: sales@deltaelectrics.com.au  
ABN: 20 094 187 050

**18/07/19**Our Ref:Q7044 (*Issue #:1*)**BARKLY REGIONAL COUNCIL****Attn: Tim Hema****Cust. Ref:** Solar Lighting Options - Barkly Regional Council

Dear Tim,

Re: **Solar Street Lighting Quote**

Thank you for your enquiry, we have much pleasure in providing our quotation as follows;

Our offer consists of the followings segments;

- This Covering Letter.
- Pricing Schedule.
- Technical Data.
- Exclusions.
- General Comments.
- Progress Payments.
- Commercial Summary.
- Delta Electrics NT Pty Ltd, Terms & Conditions of **Supply and/or Services.**

I trust the information provided is sufficient. I will be in contact with you in the near future to follow up on this quote, however should you require any further assistance in the meantime, please do not hesitate to contact me on 08 8984 4033 or by email as listed below.

Yours faithfully

**Braden Slevin****COUNTER SALES**[BRADEN.SLEVIN@DELTAELECTRICS.COM.AU](mailto:BRADEN.SLEVIN@DELTAELECTRICS.COM.AU)

deltaelectrics.com.au

**Pricing Schedule**

Item	Description	Qty	Unit Price Excl. GST	Total Price Excl. GST(AUD)
1	SSL-35 Atlas Solar Street Lights 50 Watt 9 hour charging period 7+ nights of operation Three lighting modes	12	\$930.00	\$11160.00
2	Transport from Delta Electrics to Tennant Creek	1	\$170.00	\$170.00
	Sub-Total			\$11330.00
	GST			\$1133.00
	Total			\$12463.00

**Technical Data.**

Scope of supply:

Supply of 12 solar street lights

**Exclusions.**

No allowance has been made for the following:

Poles,  
Installation at site  
Commissioning at site

**General Comments.**

Please see attached specifications

**Progress Payments.**

50% upon placement of order  
50% prior to collection of goods

## **Commercial Summary**

### **1. General**

Our offer is based on your **Solar** Lighting Options - Barkly Regional Council, if you have any queries in relation to the commercial comments and departures, please contact **Braden Slevin** on ph. (08) 89 844 033, or email [BRADEN.SLEVIN@DELTAELECTRICS.COM.AU](mailto:BRADEN.SLEVIN@DELTAELECTRICS.COM.AU)

### **2. Precedence of Documents**

1. Delta Electrics Offer Q7044 (*Issue #:1*)
2. Delta Electrics NT Pty Ltd, Terms & Conditions of Supply and / or Services.

### **3. Price Basis**

Our prices are offered as stated in the attached Price Schedules of this offer.

### **4. Validity**

This offer is valid for thirty (30) DAYS from date of this letter, subject to prior sale.

### **5. Warranty Period**

Unless otherwise stated above the warranty period is **twelve (12) MONTHS** and as per the manufacturers schedule.

### **6. Terms of Payment**

A deposit of **50.00%** will be required prior to commencement of works.

Unless otherwise stated above, all final payments are due 30 days from date of invoice, net.

### **7. Delivery**

Unless otherwise stated above, delivery time is approximately EX-STOCK, SUBJECT TO PRIOR SALE from a technically and commercially clear order placement in line with the contractual requirements.

### **8. Confidentiality**

This offer and all material submitted herewith contain sensitive commercial information and is submitted in strict confidence to:

**BARKLY REGIONAL COUNCIL** for  
its exclusive use in connection with  
**(Solar Street Lighting Quote)**

Any drawings and the information in this offer must not be placed on any file, register, microfiche or database that is available to the public and must not be disclosed to any third party whatsoever - whether under any Freedom of Information Act or otherwise – without the prior consent of the Supplier. Further, the disclosure of any drawings and information contained in this offer could put the Supplier in a severe disadvantage.

<b>TERMS AND CONDITIONS OF SUPPLY AND / OR SERVICES.</b> <b>DELTA ELECTRICS NT PTY LTD (ABN 20 094 187 050) (“Seller”)</b>
---

1. Unless otherwise agreed in writing by the Seller, the Buyer agrees that it will be bound by these terms and conditions if the Buyer places an order with the Seller and it is accepted by the Seller. The Seller is not bound by any terms and conditions contained in any document issued by the Buyer.

#### **Orders, Quotations and Price**

2. Once an order has been accepted by the Seller, it cannot be cancelled by the Buyer. The supply of goods or services is subject to availability. The Seller reserves the right to suspend or discontinue the supply of goods or services to the Buyer. If the Seller is unable to supply all of the Buyer's order, these terms and conditions continue to apply to any part of the order supplied.
3. Where a written quotation has been given by the Seller, the selling price is the price specified in the quotation. In any other case, the Seller's selling price is the price specified in the price list as at the date of despatch. Unless otherwise stated, the selling price does not include GST. The Seller may at any time change its price list to reflect, among other things, changes in exchange rates or the imposition of any duties, levies or other taxes and the Buyer is bound by those changes. The Buyer must accept any errors or omissions in invoicing and, where applicable, the Buyer must accept the amended pricing and pay the difference within the approved terms of trade.

**Delivery**

4. Unless otherwise agreed in writing by the Seller, delivery is at the Seller's premises. All freight from the Seller's premises to the Buyer is at the Buyer's expense. If the Seller arranges the carriage of the goods for delivery to the Buyer, the Seller will be deemed to contract as agent for the Buyer, and the Buyer will bear all risks with respect to the goods during carriage and will likewise be responsible for effecting any insurance of the goods during carriage. The Seller may charge a reasonable handling fee for all orders delivered to the Buyer. The Buyer indemnifies the Seller for the cost of all transport arranged by the Seller on the Buyer's behalf.
5. If a delivery date is specified, that date is an estimate only and the Seller is not liable for any delay in delivery. Time is not of the essence in relation to delivery and the Buyer must accept delivery and pay for the goods delivered, including transport costs if applicable, even if they are delivered after any specified delivery date.

**Inspection, Acceptance and Returns**

6. The Buyer must inspect the goods or services immediately following delivery or completion of the services (as the case may be). The Buyer may only return goods with the prior approval of the Seller and within 30 days of the date of delivery in re-saleable condition and, where appropriate, in the original packaging. A 15% handling fee for any returned goods will be charged to the Buyer. The Buyer must pay all freight costs for the return of the goods. Any claim that the goods or services are not in accordance with these terms and conditions (including if they are defective, damaged during delivery, are short delivered or services not as per contract) must be made at the time of delivery of the goods or provision of the services, or in writing to the Seller within 48 hours after delivery of the goods/completion of the services to the Buyer. If the Buyer fails to make a claim then, to the extent permitted by law, the goods or services are deemed to have been accepted by the Buyer and the Buyer must pay for the goods or services in accordance with these terms and conditions.

**Payment**

7. Unless otherwise agreed, if the Buyer has an approved credit account with the Seller, the Buyer must pay for goods or services ordered by the Buyer within 30 days from the end of the month of invoicing, or earlier if the approved credit limit is exceeded. Where the Buyer does not have a credit account with the Seller, all goods and services are to be paid for at the time of delivery. The Seller may charge an administration fee for any payments by credit card. Time is of the essence in respect of the Buyer's obligation to make payment for goods or services supplied by the Seller to the Buyer.
8. If the Buyer does not make any payment by the due date, exceeds its credit limit at any time, commits any other material breach of these terms and conditions, or an insolvency event in respect of the Buyer arises or is reasonably suspected by the Seller, the Seller may (without limiting any other right or claim it may have against the Buyer) do any or all of the following:
- charge the Buyer interest calculated on a daily basis on any portion of the Buyer's account that is overdue at the Australian & New Zealand Banking Group's reference rate for business loans, available to prime commercial customers, plus 10% calculated from the date the payment was due until the date payment is made (both dates inclusive);
  - vary or withdraw any approved credit limit and/or terms of trade including cancelling any rebate, discount or allowance due or payable by the Seller as at the date of the event; c) cancel or suspend any unfilled orders or cease providing the services;
  - terminate any contracts between the Seller and the Buyer and demand immediate payment of any moneys due and outstanding under those contracts;
  - enter (at any time) any premises in which the Seller's goods (including any merchandising materials) are stored, to enable the Seller to inspect the goods and to reclaim possession of the goods without liability for the tort of trespass, negligence or payment of any compensation to the Buyer whatsoever; or
  - institute any recovery process as the Seller in its discretion decides at the Buyer's cost and expense.
9. If any part of an invoice is in dispute, the balance will remain payable and must be paid when due. The Buyer has no right to set-off any claim from moneys owing to the Seller.

**Risk and Title**

10. Goods supplied by the Seller to the Buyer are at the Buyer's risk immediately on the earlier of delivery to the Buyer or into the Buyer's custody, including its carrier or forwarder. The Buyer must insure the goods at its cost from delivery of the goods until they are paid for in full against such risks as are usual or common to insure against in a business of a similar nature to the Buyer.
11. Property in the goods supplied by the Seller to the Buyer does not pass to the Buyer until all goods have been paid for in full. In the meantime, the Buyer takes custody of the goods and retains them only as fiduciary agent and bailee of the Seller. Until all goods have been paid for in full:
- to the extent possible, the Buyer must store the goods in a manner that shows clearly they are the property of the Seller, maintain records relating to the goods, secure the goods from risk, damage and theft and ensure that the goods are kept in good and serviceable condition;
  - the Buyer may sell the goods, in the ordinary course of its business, but only as fiduciary agent of the Seller. The Buyer must not represent to any third party that the Buyer is acting in any capacity for or on behalf of the Seller and the Buyer has no authority to bind the Seller to any contract or otherwise assume any liability for or on behalf of the Seller. The Buyer receives all proceeds (including any proceeds from insurance claims) in trust for the Seller and must keep the proceeds in a separate bank account until all liability to the Seller is discharged;
  - if the Buyer uses the goods in some manufacturing or construction process of its own or of a third party, the Buyer must hold in trust for the Seller that part of the proceeds of the manufacturing or construction process as is equal to the amount owing by the Buyer to the Seller at the time of receipt of the proceeds.
12. For the avoidance of doubt, the Seller's interest constitutes a 'purchase money security interest' pursuant to the *Personal Property Securities Act 2009 (PPSA)*. The Buyer undertakes that it will not grant any security interest over the goods to any other person. The Buyer will, at the request of the Seller, execute documents and do such further acts as may be required for the Seller to register the security interest granted by the Buyer under the PPSA. The Buyer further agrees that where the Seller has rights in addition to those under part 4 of the PPSA, those rights will continue to apply. The Buyer irrevocably grants to the Seller the right to enter upon the Buyer's property or premises, without notice, and without being in any way liable to the Buyer or to any third party, if the Seller has cause to exercise any of its rights under sections 123 and/or 128 of the PPSA, and the Buyer will indemnify the Seller from any claims made by any third party as a result of such exercise.

**Designs, Drawings and Instructions**

13. The Seller will retain ownership, copyright and all intellectual property rights in relation to all designs and drawings prepared by it for or on behalf of the Buyer, despite any payment made in accordance with these terms of sale.
14. The Seller is not responsible for the accuracy, performance or suitability for purpose of any designs, drawings, information or instruction provided by the Buyer. The Buyer is responsible for the accuracy of any designs, drawings, information or instruction provided for use by the Seller. Where the Seller has followed any designs, drawings, information or instruction furnished by or on behalf of the Buyer, the Buyer indemnifies and will keep the Seller indemnified against all claims, damages, losses, penalties, costs and expenses to which the Seller may become liable by reason of using or following the designs, drawings, information or instruction, including any infringement of any patent, registered design, trademark, copyright or any other right of a third party, including moral rights.

**Limitation of Liability**

15. To the extent permitted by law, these terms and conditions exclude all other conditions, guarantees, warranties, liabilities or representations in relation to the goods and/or services. Where legislation implies in these terms and conditions any condition or warranty that cannot be excluded or modified, to the extent permitted by law the liability of the Seller for a breach of any such condition or warranty is limited at the Seller's option to any one or more of the following:
- In the case of goods:
    - replacement of the goods or the supply of equivalent goods;
    - payment of the cost of replacing the goods or of acquiring equivalent goods, by credit to the Buyer's account, in cash or by cheque at the Seller's discretion; or
    - repayment of any part of the purchase price of the goods which has been paid by the Buyer, by credit to the Buyer's account, in cash or by cheque at the Seller's discretion.
  - In the case of advice, recommendations, information or services, by supplying the advice, recommendations, information or services again.
16. Subject to clause 15, the Seller is not liable for any loss or damage of any kind whatsoever and howsoever arising out of or in connection with the supply of goods and services, including (without limitation) any indirect or consequential loss (including without limitation loss of profit, loss of revenue, loss of contract, loss of goodwill or increased cost of workings), arising out of or in connection with the supply of goods or services, even if due to the negligence of the Seller or any of its employees or agents.

**Other Terms**

17. This agreement contains the entire understanding of the parties as to its subject matter. There is no other understanding agreement, warranty or representation whether express or implied in any way defining or extending or otherwise relating to these provisions or binding on the parties with respect to the goods of their operation. The application of the United Nations Convention on Contracts for the International Sale of Goods (known as the *Vitena Sales Convention 1980*) is excluded. If any provision of these terms or conditions is unenforceable, illegal or void, that provision is severed and the other provisions remain in force.
18. The Seller may amend or vary these terms and conditions by notifying the Buyer in writing of the amendment or variation. Any waiver by the Seller must be in writing and will not affect the Seller's rights under these terms at any future time.

# B.J. TRADING & HIRE

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STEEL MERCHANTS • BUILDING SUPPLIES • EQUIPMENT HIRE  
TOOLS • INDUSTRIAL SUPPLIES • HARDWARE • PAINT • PLYWOOD

13 - 17 STANDLEY STREET • PO BOX 358, TENNANT CREEK NT 0861  
PHONE (08) 8962 2414 • FAX (08) 8962 3368

TO:	ATTN: <i>Tim McQuinn</i>	FROM: <i>John</i>
DATE: <i>17/7/19</i>	NO. SHEETS:	

**QUOTATION:**

		EACH	TOTAL
<i>12</i>	<i>80 NB. MED. GALV PIPE</i>	<i>198.80</i>	<i>2385.60</i>
	<i>6.5 M LONG</i>		
<i>12</i>	<i>CAPS 80 NB</i>	<i>6.18</i>	<i>74.16</i>
		<i>#</i>	<i>2459.76</i>
	<i>PRICES INCLUDE GST</i>		
	<i>(15 EX STOCK TODAY)</i>		

QUOTATION VALID FOR: \_\_\_\_\_ DAYS



**Quotation No: 520-997520-008**

A DIVISION OF METAL MANUFACTURES LIMITED (A.B.N. 13 003 762 641)

**ELECTRICAL & DATA SUPPLIERS**

**MM Electrical Merchandising M**

62 Elder Street  
ALICE SPRINGS NT 0870  
Tel: 08 8952 5077 Fax: 08 8952 9404

Job Title: **Solar LightsANL**  
Project: **Solar LightsANL**

Date: 17/07/19  
Valid To: 16/08/19  
Contract:  
Sale Person: josephr  
Page: 1

This transaction will be subject to Metal Manufactures Ltd Standard Terms of Sale current at the time of this sale which are available on <http://www.mmem.com.au/> or on request.

**Quote To: 999520**  
Trade Cash Sale - Alice Springs  
NT

**Deliver To:**  
Trade Cash Sale - Alice Springs  
Barkly Council  
NT

Contact: Tim Hema

Part Number	Description	Qty	UOM	Unit Price	Per	GST Amt	Line Value Incl GST
5	#ANGVB-NM-4520PR 20W LED Street Light with 45W Solar Panel	12.000	ea	1023.7500	1	1228.50	13513.50
						Total Excl GST	12285.00
						GST	1228.50
						Total incl GST	13513.50



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		<i>#</i>	<i>2459.76</i>
	<i>PRICES INCLUDE GST</i>		
	<i>(15 EX STOCK TODAY)</i>		

QUOTATION VALID FOR: \_\_\_\_\_ DAYS



## **GENERAL BUSINESS**

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**ITEM NUMBER** 4.4  
**TITLE** Confirmation of Next Meeting Date  
**REFERENCE** 280638  
**AUTHOR** Tim Hema, Area Manager - Ali Curung

### **RECOMMENDATION**

#### **That the Authority**

- (a) Confirm the date of the next Local Authority to be held on Monday 2<sup>nd</sup> October 2019.

### **SUMMARY:**

### **BACKGROUND**

### **ISSUE/OPTIONS/CONSEQUENCES**

### **CONSULTATION & TIMING**

### **ATTACHMENTS:**

## **ACTION ITEMS FROM PREVIOUS MEETING**

---

**ITEM NUMBER** 5.1  
**TITLE** Action Items from Previous Meeting.  
**REFERENCE** 279626  
**AUTHOR** Tim Hema, Area Manager - Ali Curung

### **RECOMMENDATION**

#### **That the Authority**

- (a) Receive and note the report.

### **SUMMARY:**

<This should set out what the report is about, why it was written and why it is relevant.>


### **BACKGROUND**

### **ISSUE/OPTIONS/CONSEQUENCES**

### **CONSULTATION & TIMING**

### **ATTACHMENTS:**

- 1 [↓](#) Action List -Ali Curung -Aug LA.pdf

 <p><b>BARKLY REGIONAL COUNCIL</b></p>	<p><b>ALI CURUNG LOCAL AUTHORITY</b> <b>ACTION LIST</b></p>	<p><b>As of 23/07/2019</b></p>
---	---	--------------------------------

	MEETING DATE	TASK / PROJECT	ACTIONS TO BE TAKEN	BUDGET SOURCE	ACTION LEADER	COMPLETED/STATUS
1	22/11/2016	LA requests quotes for putting lights around soft ball pitch	Pending start date for works.	LA	BRC Area Manager	<b>Awaiting start date Mike Nash Electrical. Works are pending.</b>
2	01/04/2019	LA Request quotes for Solar lighting installed at Front and Central Park areas.	Source three suitable quotes	LA	BRC Area Manager	<b>X3 Quotes received. Local Authority to decide and select suitable quote.</b>
3	01/07/2019	Rehoming/Relocating Dogs	Work with Community members to identify –ownerless dogs. Relocate to Tennant Creek.	BRC	BRC Area Manager	<b>Ongoing</b>
4	01/07/2019	Letter to Power and Water	Letter to be sent to Power and Water reference to Power Cuts and use of back-up Generator.	BRC	BRC Area Manager CEO	<b>Letter been drafted pending approval from Council.</b>

## AREA MANAGERS REPORT

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**ITEM NUMBER** 6.1  
**TITLE** Ali Curung Area Manager's Report Monthly  
**REFERENCE** 279628  
**AUTHOR** Tim Hema, Area Manager - Ali Curung

### RECOMMENDATION

**That the Authority**

(a) Receive and note the report.

### SUMMARY:

<This should set out what the report is about, why it was written and why it is relevant.>

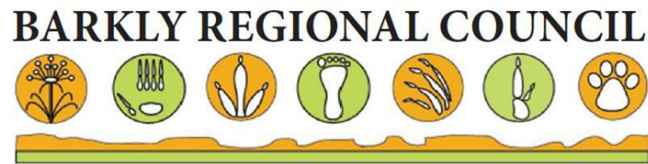
### BACKGROUND

### ISSUE/OPTIONS/CONSEQUENCES

### CONSULTATION & TIMING

### ATTACHMENTS:

- 1 [↓](#) Ali Curung Area Managers Report -July 2019.pdf
- 2 [↓](#) YSR August Report - LA Meeting.pdf
- 3 [↓](#) Ali Curung Area Managers Report -August 2019.docx



## AREA MANAGER REPORT – ALI CURUNG

July 2019

### GENERAL:

- Last Local Authority Meeting – July 1<sup>st</sup> – Quorum reached.
- ANU Visit Community – Survey x10 community members.
- Housing – Harvey Developments – Started RTB program-transitional Homes first.
- Environmental Health Worker visit Power & Water Assets
- CDP Handover to Rise-N
- Ralph McCoy –Relief Area Manager.(15 July to 9 Aug) (19 Aug to 13 Sept)
- Vicky McCoy –Relief YSR T.(15 July to 9 Aug) / Relief Aged Care TL(19 Aug to 13 Sept)
- Tim acting Director of Operations 15 July to 9 Aug 2019.

### HIGHLIGHTS:

- Transfer rubbish bays built landfill. Another 2 bays to be built.
- Grader – Repaired dump and cemetery roads
- Grader – Cleared Oval
- Forklift course – x4 Staff
- NAIDOC Celebrations – Rec Hall
- Tennant Creek Show Day
- Territory Day
- Bigger Rubbish Truck for Ali Curung.
- Mowers/Snippers for Murray Downs (Elton Dobbs) and Ali Curung(Council).
- Harvey Developments (RTB Project) agreed to build a “Soft fall” at the Play Park as part of a Community Project. BRC will assist.

### ISSUES:

- Pest Control – BRC Assets.-called back to retreat areas
- Dogs Situation – Update
- Low Staffing Levels – Sick, AWOL, Personal leave, issues.(Municipal /Administration)
- Plant Breakdowns: Bulldozer and Front End Loader
- X2 BRC Vehicles down currently at Depot for repair.
- Dump Truck at depot for repair.

### LOCAL AUTHORITY FUNDING

- See attached Financial Report

Barkly Regional Council – Area Manager Report



<b>ADMINISTRATION</b>	Centrelink and Post Office services continue as normal. New Post Office started – Amanda Roberts-McCoy. Staffing attendance has been low – required to use casual worker frequently.
<b>DEPOT</b>	X1 municipal vacancy, currently recruiting.  Staff attendance has been low during this report period.
<b>ESSENTIAL SERVICES</b>	ESO Murray Aldridge – still on probation period.
<b>AGED CARE</b>	Aged Care Staff: Team Leader Nadia Simpson, Gideon Nzimande and Elaine Driver.  GENERAL: <ul style="list-style-type: none"> <li>• Had a visit from Mahmudul Hasan who is the new NDIS Coordinator for Barkly Regional Council. Came to see some of the NDIS client to help them with their needs.</li> <li>• Had a visit from the pest control, sprayed in and around the building.</li> <li>• Two clients are having respite in Tennant Creek.</li> <li>• Notice clients are still in bed when delivering meals due to the cold weather.</li> <li>• Staff are very good with time management and attendants, working well.</li> <li>• Few maintenance job need doing but apart from that everything is running well.</li> </ul>
<b>SAFE HOUSE</b>	X1 fulltime staff on day shifts and x3 casual on call staff for after hours and weekends. Cyclic roster is working OK, intent to employ another casual on-call worker.
<b>SPORT &amp; REC</b>	Attached.
<b>NIGHT PATROL</b>	X1 Team Leader , x5 Night Patrol Staff , x1 Vacancy (Female)  Zone Manager: Katie Young has resigned. Recruitment for her position underway. Area Managers will manage NP Operations until new person employed.  First Aid training conducted in Tennant Creek (22 -25 July)



**YOUTH, SPORTS & RECREATION – ALI CURUNG  
Month – July 2019**

**Staff Members:**

Team Leader: Ralph McCoy  
YSR Officers: Vicki McCoy, Coen Jones & Kevin Roberts-McCoy

**Staff Movements:**

Ralph McCoy Acting Area Manager (15<sup>th</sup> July – 9<sup>th</sup> August)  
(19<sup>th</sup> August – 13<sup>th</sup> September)  
Vicki McCoy Acting YSR Team Leader (15<sup>th</sup> July – 9<sup>th</sup> August)

**General:**

- 3 week mid-year school holidays (1<sup>st</sup> – 15<sup>th</sup> July 2019).
- Mahmudul Hasan the new NDIS Coordinator for Barkly Regional Council came for a visit to discuss ways NDIS can assist kids who participate in activities and who are registered with NDIS.
- Alba, Youth Coordinator Community Services, BRC dropped off goodies for YSR program (TV, playstation, books, art & craft gear and an amp).
- Hopefully new pool table, iPads and band equipment coming soon.

**Highlight:**

- NAIDOC Celebration
- The NAIDOC theme for this year was “Let’s Work Together for a shared Future”.
- Great to see young and old come together as one.
- Big thanks to all who helped bring the day together.
- Municipal got firewood, dug hole, cooked kangaroo tail
- Aged Care made salads
- Night Patrol cooked kangaroo tail
- Ashley & Karen cooked sausages & onions
- Charmanie & Cynthia done damper
- Tim photographer
- And not forgetting Ralph, for supervising and ensuring everyone had a good time.

## AREA MANAGER REPORT – ALI CURUNG

August  
2019

### GENERAL:

- *Last Local Authority Meeting – 7<sup>th</sup> August – cancelled..*
- *Tennant Creek Rangers visit 19<sup>th</sup> – 30<sup>th</sup> August.*
- *Housing – Harvey Developments – Started RTB program-transitional Homes first.*
- *Pipeline Talent – Yarning Circles – 15<sup>th</sup> August.*
- *Corrugated Irons – 6<sup>th</sup> – 17<sup>th</sup> August.*
- *Roger Wine – LLN trainer – 26<sup>th</sup> – 30<sup>th</sup> August.*
- *Ralph McCoy – Relief Area Manager - 19<sup>th</sup> August – 13<sup>th</sup> September.*
- *Vicky McCoy – Relief Team Leader Aged Care 19<sup>th</sup> August – 13<sup>th</sup> September.*

### HIGHLIGHTS:

- *Extra bays at landfill finished.*
- *Forklift course – 2 completed | 2 need further LLN*
- *Commercial Rubbish Vacuum (Litter Master 9000) has arrived.*

### ISSUES:

- *Dogs Situation – animal cage has been delivered, to trap strays and sickly dogs and send to Tennant Creek for any treatment. If no owners then they will be rehoused.*
- *Low Staffing Levels – Sick, AWOL, Personal leave, issues. (Municipal /Administration).*
- *Plant Breakdowns: Bulldozer and Front End Loader*
- *X2 BRC Vehicles down currently at Depot for repair.*
- *Dump Truck at depot for repair.*

### LOCAL AUTHORITY FUNDING

- *See attached Financial Report.*



<b>ADMINISTRATION</b>	<ul style="list-style-type: none"> <li>• Centrelink and Post Office services continue as normal.</li> <li>• Since employment of Amanda in Post Office, staffing attendance has been great.</li> <li>• Due to resignation of Administration Officer, a Request to Recruit has been sent to HR for actioning.</li> </ul>
<b>DEPOT</b>	<ul style="list-style-type: none"> <li>• X1 municipal vacancy, currently recruiting.</li> <li>• Staff attendance has been low during this reporting period.</li> </ul>
<b>ESSENTIAL SERVICES</b>	<ul style="list-style-type: none"> <li>• ESO Murray Aldridge – still on probation period.</li> </ul>
<b>AGED CARE</b>	<p>Aged Care Staff: a/Team Leader Vicki McCoy, Gideon Nzimande and Elaine Driver.</p> <ul style="list-style-type: none"> <li>• Two clients still at respite centre in Tennant Creek.</li> <li>• Clients still in bed when delivering meals, due to the cold mornings.</li> <li>• Staff have very good time management and attendance.</li> <li>• Working well together.</li> <li>• Clients have no issues.</li> <li>• Few maintenance jobs needs to be done, but apart from that everything is fine.</li> </ul>
<b>SAFE HOUSE</b>	<ul style="list-style-type: none"> <li>• x1 fulltime staff on day shifts and x2 casual on call staff for after hours and weekends.</li> <li>• Cyclic roster is working OK, intent to employ another casual on- call worker.</li> </ul>
<b>SPORT &amp; REC</b>	<p>Sport &amp; Rec Staff: Vicki McCoy and Kevin Roberts-McCoy</p> <ul style="list-style-type: none"> <li>• Zania Rice successful in casual YSR position.</li> <li>• Corrugation Irons conducted 10 day multi-media workshop with kids.</li> <li>• Great turn out for Friday 16<sup>th</sup> August, with feed and footage put together by CI.</li> <li>• Few maintenance jobs need to be done, but apart from that everything is fine.</li> </ul>
<b>NIGHT PATROL</b>	<ul style="list-style-type: none"> <li>• x1 Team Leader , x5 Night Patrol Staff , x1 Vacancy (Female)</li> <li>• Zone Manager recruitment still underway. Area Managers will manage NP Operations until new person employed.</li> <li>• All Night Patrol staff completed First Aid training in Tennant Creek (22 -25 July).</li> </ul>

**CEO REPORT ON CURRENT BRC SERVICES IN LA AREA**

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<b>ITEM NUMBER</b>	8.1
<b>TITLE</b>	Monthly CEO Report
<b>REFERENCE</b>	279759
<b>AUTHOR</b>	Tim Hema, Area Manager - Ali Curung

**RECOMMENDATION****That Council**

- (a) Receive and note the Director of Operations report.

**SUMMARY:**

The month of August has been quiet with low staffing levels on communities due to 60<sup>th</sup> Anniversary Rodeo at Mt Isa.

- Local Authority meetings were cancelled in Ampilawatja, Ali Curung, Arlurrurulam and Arparra, mostly in part to people attending Mt Isa Rodeo. Wutunugurra did not get numbers for quorum.
- Attended the Elliott meeting with the Mayor also checking out new Weights Gym, grass at the new oval, Tennis court /cricket areas, YSR centre and landfill.
- Trip to Elliot with Director of Infrastructure to look at solutions to control the dust blowing off the dirt berms at the oval.
- Area Managers attended the recall in Tennant Creek 12 -15 August 2019. Positive discussions and information sharing were given by CEO, Mayor, HR, Training, Finance, Director of Community Services, Director of Infrastructure and Area Managers. During this time a trip by all the Area Managers was taken out to Ali Curung to look at the Landfill there.
- Years of Recognition Morning tea was provided for relevant staff that have served 5 years or more, certificates and pins were awarded. Well done and congratulations to all the recipients.
- CEO Steve Moore has extended his leave period, Mark Parsons will continue as acting CEO till further notice.
- I have enjoyed my time acting as Director of Operations for this period and will be handing over to Shelly McDonald who will take over the acting Director role 16<sup>th</sup> to 27<sup>th</sup> Aug 2019.

**BACKGROUND****ORGANISATIONAL RISK ASSESSMENT****BUDGET IMPLICATION****ISSUE/OPTIONS/CONSEQUENCES****CONSULTATION & TIMING****ATTACHMENTS:**

## **BRC'S RESPONSE TO LA ISSUES RAISED**

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**ITEM NUMBER** 9.1  
**TITLE** Correspondance to Chief Minister  
**REFERENCE** 279627  
**AUTHOR** Makhaim Brandon, Administration Officer

### **RECOMMENDATION**

#### **That the Authority**

- A) Receive and note the letter from the Chief Minister.

### **SUMMARY:**

### **BACKGROUND**

### **ISSUE/OPTIONS/CONSEQUENCES**

### **CONSULTATION & TIMING**

### **ATTACHMENTS:**

- 1 [↓](#) Letter to Chief Minister 13 June 2019.pdf
- 2 [↓](#) Letter to Chief Minister 29 April 2019.pdf
- 3 [↓](#) Letter from Minister for Police 2 July 2019.pdf
- 4 [↓](#) Letter from Minister for LGHCD 4 July 2019.pdf



13 June 2019

Hon Michael Gunner MLA  
Chief Minister  
Northern Territory Government

Dear ~~Chief Minister~~ *Michael*,

I am writing to you to seek your feedback in regard to concerns raised by community members throughout the Barkly region.

Before I discuss the latest concerns I would like to express our Council's disappointment in that we have still not received a detailed reply from your office to our letter of 29 April 2019 regarding matters raised at a Public Forum.

During regular visits to Elliott, residents often raise concerns with me about the standard of housing in the North Camp (Gurungu) and South Camp (Wilyuku) and the need for your government to invest in new housing that will provide a safe and healthy environment for children to grow and thrive.

The Barkly Regional Council first wrote to you on 21 December 2017 to query housing arrangements in Elliott and to ask why a house destroyed by fire earlier that year had not been replaced in the South Camp (Wilyuku). Sadly, the house has still not been replaced.

In Arlparra, residents have expressed concern about your government's commitment to build 15 new homes which now appears to have come to a standstill. We were advised by residents that, since your government handed over 3 new homes in about April 2017 there has only been a further 2 homes built and the status of the remaining 10 new homes is now unknown.

On 20 May 2019, the 2019-20 Budget Overview was delivered by the Treasurer in Tennant Creek where a number of questions were asked. On behalf of the Barkly Regional Council I asked about the 'Grant Efficiency Dividend' of around 3% being applied to grants managed by Councils and the Non-Government Sector and the financial impact this will have on the Barkly region. To date, our Council has not received a response.

I also used the opportunity to speak with the Treasurer about the removal of policing services at Alpururulam and the need to reinstate the position of Business Champion that your government removed from Tennant Creek over two years ago.

One of the ongoing concerns raised by residents in the Barkly region is when calling for police assistance after hours and not being given a clear answer as to whether police will or will not be responding to the reported incident. Residents advise that they are frustrated that the call centre operator is unwilling or unable to make a decision while speaking on the phone with the complainant.

41 Peko Road P.O Box 821, Tennant Creek NT 0861  
Tel: (08) 8962 0000 Fax: (08) 8962 1801  
ABN: 32 171 281 456



Can you please provide a response to the above concerns and the following questions:

1. When can our Council expect to receive a detailed response to our letter to you dated 29 April 2019?
2. In early 2017, a house at South Camp, Elliott was destroyed by fire and eventually demolished. Will your government be replacing the house? If not, why not? If so, when will construction of the replacement house commence?
3. Do you agree with our Council and many of the residents in Elliott that your government should negotiate long term leases over the Elliott Town Camps with the land holders and provide support to the residents to establish a Housing Reference Group or an Aboriginal Corporation to partner with government to maintain and manage the housing stock in accordance with the Residential Tenancies Act? If not, why not? If so, can you please advise what stage your government is at with this?
4. Can you please advise the status of your government's commitment to build 15 new homes in Arlparra and the timeframe for delivering the remaining 10 new homes?
5. Rather than quoting percentages, what is the financial impact in real dollar terms of your government's efficiency dividend and the grant efficiency dividend being applied to government agencies, our Council and the non-government sector in the Barkly region?
6. Can you please advise your government's timeframe for building a new police station in Alpurrurulam, when will the permanent police presence be restored and whether there are any negotiations occurring with Queensland to establish a Cross Border Policing arrangement in the Alpurrurulam Community?
7. Does your government intend to reinstate the position of Business Champion / Business Development Officer in Tennant Creek? If not, why not? If so, on what date will the position be advertised?
8. When a resident in a remote locality reports an incident to police after hours can you advise whether or not the call centre operator has the authority to advise the complainant whether police will attend the complaint? If not, at what point in the process is the complainant advised of the decision as to whether or not police will attend to the complaint and by what means is the complainant advised of the decision?

Thank-you for your consideration and I look forward to hearing from you soon.

Yours sincerely,

Steven Edgington  
Mayor  
Barkly Regional Council

41 Peko Road P.O Box 821, Tennant Creek NT 0861  
Tel: (08) 8962 0000 Fax: (08) 8962 1801  
ABN: 32 171 281 456





29 April 2019

Hon Michael Gunner MLA  
Chief Minister  
Northern Territory Government

Dear Chief Minister, *Michael*

I am writing to you in regard to constant concerns being raised about the high level of property related crime occurring in Tennant Creek and the issues raised at a Public Forum on Monday 8 April 2019.

As elected members of the Barkly Regional Council we have continually monitored publicly available crime statistics, listened to the concerns raised by residents and acted by convening a Public Forum to allow people to have a say about property crime, how they've been affected and to provide some ideas about what needs to be done to reverse this alarming trend.

Over 120 concerned residents and business people attended the Public Forum and confirmed they had each been affected by property crime either as a victim or by knowing a friend or family member who has been directly impacted by crime. People spoke about their fear of crime and having to change plans for holidays and being concerned about leaving their houses unattended. The level of repeat victimisation was quite alarming with many dwellings and business premises being broken into multiple times leading to substantial costs, time and personal impact.

Concerns raised during the Public Forum included children of young ages roaming the streets late at night and in the early hours of the morning with no parental supervision or control. The lack of advocacy for victims, assistance with victim impact statements, lack of feedback about investigation outcomes, court dates and sentencing were all raised. Many people are interested in participating in victim offender conferencing but it was clear that there was little opportunity to do so.

Possible solutions raised at the Public Forum included a curfew, young children to be removed from the street and placed into a safe house, parents to be held responsible for their children's actions, justice reinvestment, greater use of victim offender conferencing, alternative detention programs, advocacy for victims, promotion of the BizSecure program to assist small businesses, delivery of arts, music and drama programs to engage young people at school and greater involvement with the Aboriginal community to help find solutions.

To help our Council understand what is happening with the management of property crime in Tennant Creek, can you please provide a response to the above concerns and to the following questions:

41 Peko Road P.O Box 821, Tennant Creek NT 0861  
Tel: (08) 8962 0000 Fax: (08) 8962 1801  
ABN: 32 171 281 456



1. What is the current gazetted number of police officers, police auxiliaries and aboriginal community police officers in Tennant Creek?
2. Are each of the above positions currently filled with staff on the ground in Tennant Creek? If not, how many vacancies are there?
3. Does your government have a Victims of Crime Charter in place? If so, are you satisfied that there are sufficient resources in Tennant Creek to ensure it is implemented effectively?
4. Is there an established position dedicated to supporting the safety and well-being of victims, helping with financial assistance, preparation of victim impact statements, and providing information throughout the justice process? If not, why not and will your government consider establishing such a position in Tennant Creek?
5. Restorative justice conferencing or victim offender conferencing can be effective in providing an opportunity for a young person to admit to an offence, accept responsibility for what they have done, understand how their actions have affected other people, including their victim and start repairing some of the harm caused by their offending behaviour to make amends. Does your government have legislation in place to allow for pre-court, sentencing and post-court conferencing? If so, under what circumstances is it used in Tennant Creek and across the Barkly region?
6. How many victim offender conferences have been held in Tennant Creek and the Barkly region since 1 January 2017?
7. On what date will your government's 'Back on Track' program commence in Tennant Creek?
8. What powers do Police and Territory Families have to remove children of young ages roaming the streets of Tennant Creek late at night and in the early hours of the morning with no parental supervision or control and under what circumstances are these powers exercised?
9. Does your government have in place any legislation that holds a parent responsible for the criminal actions of their child by way of a financial penalty, responsibility for paying compensation to a victim for property stolen or damage caused to another person's property? If not, why not? If so, can you please provide an overview of the legislation currently in place?
10. Does your government support a night-time curfew for young people? If not, why not? If so, how do you propose to develop and implement such a curfew?
11. If a child is identified by your government as being at risk or at risk of entering the justice system what steps does your government take in regard to early intervention and prevention with the child and their family?
12. What is your government doing to promote, support and deliver the BizSecure program in Tennant Creek?
13. Is your government involved in the delivery of arts, music and drama programs to engage young people at the Primary and High Schools in Tennant Creek? If not, why not? If so, can you please provide an overview of how the programs are working at the moment?
14. Does your government have any plans to increase the delivery of arts, music and drama programs to engage young people both during and out of school hours? If not, why not? If so, what plans does your government have in place?

41 Peko Road P.O Box 821, Tennant Creek NT 0861  
 Tel: (08) 8962 0000 Fax: (08) 8962 1801  
 ABN: 32 171 281 456



15. Given the ongoing concern, fear and level of property crime in Tennant Creek, has your government conducted an analysis to determine the causes of the problem, including the underlying causes of property crime and crime in general? If not, why not? If so, what was the outcome of the analysis, what evidence-based response has been implemented to reduce and prevent property crime and how is the response being evaluated?
16. Does your government have in place a documented Crime Reduction Plan in place for Tennant Creek to reduce crime in the short, medium and long-term? If so, can you please provide our Council with a copy of the Plan? If a Plan is not in place, does your government intend to develop a whole of government, whole of community Plan to reduce and prevent crime?

In closing, our Council is very concerned about the level of repeat victimisation with some dwellings and business premises being broken into multiple times leading to substantial costs, time and personal impact. As recent as today, our Council continues to receive additional reports from business and residents about crime, repeat victimisation, the fear of further crime and concerns that not enough is being done by government to tackle the issues raised during the Public Forum.

The Barkly Regional Council is keen to work in partnership with your government to reduce crime, we thank-you for your consideration and look forward to hearing from you soon.

Yours sincerely,



Steven Edgington  
Mayor

41 Peko Road P.O Box 821, Tennant Creek NT 0861  
Tel: (08) 8962 0000 Fax: (08) 8962 1801  
ABN: 32 171 281 456





DEPUTY CHIEF MINISTER  
MINISTER FOR POLICE, FIRE AND EMERGENCY SERVICES

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

GPO Box 3146  
Darwin NT 0801  
Telephone: 08 8936 5547  
Facsimile: 08 8936 5609

Mr Steven Edgington  
Mayor  
Barkly Regional Council

Via email: [steve.eddington@barkly.nt.gov.au](mailto:steve.eddington@barkly.nt.gov.au)

Dear Mr Edgington, *Steve*

Thank you for your letter to the Chief Minister concerning the public forum in Tennant Creek. Due to the nature of the issues you raised stem largely from a community crime forum, as Police Minister, I am responding to your correspondence.

All Territorians have the right to be safe. As a government we have listened and will continue to listen and act.

I am sure you recognise that the recently-signed Barkly Regional Deal addresses some of the concerns raised at the meeting.

Over the past 12 months the Government has delivered on programs and services to address long-standing issues affecting Tennant Creek. We intend to continue with this work because the safety of the children of Tennant Creek is an absolute priority for this government. But having said that, we also want to ensure that people who are doing the wrong thing in Tennant Creek are held to account for their actions.

As you would appreciate, alcohol restrictions and the full point-of-sale-intervention coverage at takeaway outlets in Tennant Creek have had a dramatic impact on alcohol-related violence and anti-social behaviour in Tennant Creek. There are currently four Police Auxiliary Liquor Inspectors in town and there will be more in the future.

Official monthly crime statistics for March show total offences in Tennant Creek were also encouraging with total offences down by 8 per cent. Offences against the person were down 22 per cent, while assault was down by 24 per cent. Theft and related offences were down 14 per cent, while commercial breaks fell by 28 per cent.



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The implementation of alcohol restrictions in March 2018 have not only reduced crime but also Hospital admissions. Alcohol related Emergency Department presentations reduced from 86 admissions in February 2018 to 43 in March 2019 which is a fall of 50 per cent.

There was a spike in property crime in April and early May but Police advise this has, in the most part been addressed. Once these incidents were reported, additional resources (including detectives from Tennant Creek and Alice Springs) were allocated to the matter. The efforts of Police from both Tennant Creek Alice Springs led to 12 apprehensions in relation to unlawful entries. I am sure, like me, you would want to recognise the great work done by Police on these matters.

There are currently 52 sworn officers in Tennant Creek, which I am advised is more than adequate to support regular front-line duties. On 1 July 2016, just before Labor came to government there were 41 sworn officers in Tennant Creek. The Police response to the recent property crime series shows, additional officers can be, and will be, deployed to Tennant Creek if Police management considers it warranted. As you would appreciate, flexibility is essential to modern policing. Currently there are two vacancies due to recent staff departures that are in the process of being filled but are not impeding on the frontline service delivery.

The Northern Territory Police continue to work collaboratively with both government and non-government agencies, including regular inter-agency management meetings. This involves identifying youth at risk, which allows agencies to work in partnership to case-manage the young people and importantly, assist the families with appropriate services.

Tennant Creek Police continue to target young people who are at risk of offending while also working with Youth Patrol and Youth Link programs to address the issue of children on the street at night by providing supervision of a responsible adult.

The NT Police have a Victim of Crime Charter which includes the principals that victims should be treated with courtesy, compassion and respect; Victims should not be discriminated against on the basis of age, sex, race, ethnicity or cultural background; and Victims should be provided with appropriate information, advice and support assistance. The high professional service provided by NT police to victims is central around upholding these principals.

It is also worth noting existing victim counselling services are available locally through Catholic Care NT, as well as Territory-wide through a 24-hour phone support and crisis counselling service, which is operated by Victims of Crime NT. Victims of Crime also have a full-time support officer in Alice Springs, who services Tennant Creek.

Territory Families is developing more diversion programs and alternatives to detention to get young people from the Barkly who offend back on track. You will be aware of the announcement of \$5.5m for the construction of the facility that will focus on skill development and pathways to employment for young offenders. Further announcements will be made shortly about other programs being developed under the NT Government's "Back on Track" initiative.

In addition, and as part of the Barkly Regional Deal, Government has agreed to provide a safe accommodation facility as an alternative to detention for those on bail, police-ordered diversion or court orders. The work to develop this project is being developed as a priority by Territory Families, including securing a provider to deliver the services. Other parts of

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the Regional Deal include youth crisis accommodation, student boarding accommodation, trauma-informed care, community mediation and investment in sport and recreation.

As a government we also continue to assess social-service investment in the Barkly region which seeks to identify and address funding and delivery gaps, which have been overlooked for too long.

This work is starting to have an impact in a number of areas of social need and I am confident the current initiatives, combined with the Barkly Regional Deal will create long term benefits for Tennant Creek.

The Biz Secure program has been very successful in offering opportunities for businesses to improve security. To assist even more businesses, the Program has now been expanded and aligned with the Alcohol Secure Program. Businesses are now able to apply for up to \$10,000 for security improvements, including a Crime Prevention through Environmental Design audit, without co-contribution. A further \$10,000 is available with a co-contribution, so that businesses can now access up to a total of \$20,000 in grant funding for security improvements, using Territory enterprises to do the work. Further details and contact information can be found on the website [www.bizsecure.nt.gov.au](http://www.bizsecure.nt.gov.au).

Should you have any further enquiries regarding this matter, please do not hesitate to contact my office.

Yours sincerely



NICOLE MANISON

- 2 JUL 2019





MINISTER FOR LOCAL GOVERNMENT, HOUSING  
AND COMMUNITY DEVELOPMENT

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

GPO Box 3146  
Darwin NT 0801  
Telephone: 08 8936 5553  
Facsimile: 08 8928 6645

Mr Steve Edgington  
Mayor  
Barkly Regional Council  
PO Box 821  
TENNANT CREEK NT 0861

Dear Mr Edgington

I am writing in response to your letter to the Chief Minister dated 13 June 2019, regarding housing issues at Elliott and other matters.

You may be aware that the Labor Government is delivering a huge amount of housing across the Territory. As part of the Labor Government's investment in housing covering towns, remote communities and town camps, \$5.5 million has been allocated to housing and associated works in Elliott. Consultations with community members under our Local Decision Making policy are guiding the scope of works. Government is also working with local community members and the Northern Land Council to address leasing of the Elliott town camps and to create a local body to manage and maintain housing into the future.

In Arlparra the ten remaining houses are due to commence in 2019 along with further works in the Utopia region.

Your Chief Executive Officer has received correspondence from the Department of Local Government, Housing and Community Development regarding the detail of the efficiency dividend for the Barkly Regional Council. As you would be aware, budget repair is necessary after being left with an \$876 million deficit by the former Government and having over \$500million cut from our GST by the Federal Coalition Government. The Northern Territory Government decided to request a pay freeze for all elected members as part of the budget repair measures, this may be something you wish to consider at the Council level.

As previously mentioned in a letter to you from the Minister for Police, Fire and Emergency Services, Nicole Manison, date 9 April 2019, I can confirm that the Northern Territory



- 2 -

Government is working to develop a cross-border agreement with Queensland which will see the establishment of a permanent police station in Alpururulam.

There is currently a business champion in Tennant Creek and the Department of Trade, Business and Innovation will shortly be advertising for a regional economic development manager for a period of 2 years as provided for under the Barkly Deal.

Authority to confirm Police attendance to a reported incident is at the Watch Commander and Territory Duty Officer level. Once a decision is made, the Triage Constable on duty within the JESCC will attempt to call the complainant to advise them of the decision that has been made. If the call is not answer then Police leave a message, if the complainant does not have a phone or has called from a pay phone, notification may not be possible.

Thank you for taking an interest in these important issues.

Yours sincerely



GERRY MCCARTHY  
4/7/2019

## **VISITOR PRESENTATIONS**

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**ITEM NUMBER** 16.1  
**TITLE** Visitor Presentation  
**REFERENCE** 279557  
**AUTHOR** Makhaim Brandon, Administration Officer

### **RECOMMENDATION**

#### **That the Authority**

- a) Receive and note the presentation.

### **SUMMARY:**

### **BACKGROUND**

### **ISSUE/OPTIONS/CONSEQUENCES**

### **CONSULTATION & TIMING**

### **ATTACHMENTS:**

- 1 [↓](#) Request to Present.pdf
- 2 [↓](#) factsheet-exploration-aboriginal-freehold-land.pdf
- 3 [↓](#) flowchart-alra-process.pdf



### Request to make a Presentation to a Local Authority

*(Request must be made in writing one week before a Local Authority meeting).*

Dear Chair of the Ali Curung Local Authority,

I am requesting your permission to make a presentation to the Ali Curung Local Authority on 2 / 9 / 19

*Give the Local Authority Information about*

The aim of the presentation is to provide the Traditional Owners with an understanding of the Aboriginal Land Rights Act (ALRA) processes of Exploration and Mining in the Northern Territory.

*Speaking points that BRC will insert into the Local Authority minutes as a record of your presentation/report*

The Department of Primary Industry & Resources (DPIR) developed an Exploration and Mining Educational Storyboard (storyboard) with the view of provide a better understanding to Aboriginal people in urban and remote localities of the processes and time frames of exploration and mining in accordance with the ALRA. This education program should assist the TO's to make an informed decision on exploration and mining activities on their land.

*Local Authority members welcome contributions from outside agencies. We ask visitors to keep presentations to no longer than 10 minutes including questions. \* Presentations are not minuted by BRC staff.*

Name: Peter Lake  
Organisation: Department of Primary Industry & Resources  
Contact details: 8999 6357  
Signed: *P.Lake*  
Date: 8 August 2019

Local Authority Chair to complete:

I approve/do not approve the request to make a presentation (cross out what doesn't apply)

Signed: *[Signature]*  
Date: .....



## Exploration on Aboriginal Freehold Land

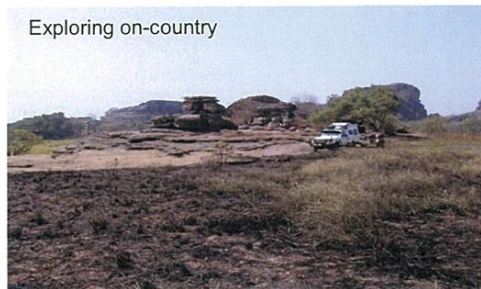
### Introduction

The two main categories of land tenure in the Northern Territory (NT), excluding townships, are Aboriginal Freehold (ABF) and Pastoral Lease.

When exploring on a Pastoral Lease, exploration licence (ELA) (*Mineral Titles Act (2010)*) or exploration permit (EPA) (*Petroleum Act*) applications may be subject to the *Native Title Act 1993* (Cwth). When exploring on ABF, ELA's and EPA's are subject to the *Aboriginal Land Rights (Northern Territory) Act 1976* (ALRA) process.

Under ALRA, Land Councils represent the traditional owners. There are four Land Councils in the NT; Northern Land Council, Central Land Council, Tiwi Land Council and the Anindilyakwa Land Council.

Below is a summary of the legislative frameworks and processes for ELA's and EPA's on ABF.



### The *Mineral Titles Act (MTA)* / *Petroleum Act (PA)* Process

Exploration Licence and Exploration Permit applications (and subsequent mining leases

(MTA)) on ABF are required to comply with the *MTA* or *PA*.

A requirement of ALRA is that an applicant seeking to explore on ABF must initially apply for an Exploration Permit or Exploration Licence.

ELA's must be made through the Mineral Titles Division and EPA's through the Energy Directorate, Department of Primary Industry and Resources. [Guidelines and application forms](#) are available on the Department's internet site.



Following receipt of an ELA or EPA the Department ensures legislative compliance, and a public notification process is undertaken.

On completion of this process the NT Minister for Primary Industry and Resources, may issue *consent to negotiate*. This consent then activates processes under Part IV of ALRA.

### The ALRA Process

Within three months of the date of *consent to negotiate*, being issued, the applicant is required to lodge an "exploration application" with the relevant Land Council. "Exploration applications" must contain details of proposed exploration activities, methods of extraction and treatment of any commodity that may be discovered, as required by s41(6) ALRA.



## Exploration on Aboriginal Land

Guidelines on preparing “exploration applications” are available from the relevant Land Councils.

When the “exploration application” is received and accepted by the Land Council, the parties consult to progress negotiations in order to reach an agreement and to consent to the grant of the ELA or EPA.

During this process the Land Council and the applicant will attend meetings with the traditional owners for the purpose of explaining and discussing the proposed exploration activities under s42 of ALRA.



### Negotiating Timeframes

Under ALRA, negotiation towards agreement is to be carried out within prescribed timeframes.

The standard negotiation period of 22 months commences when the “exploration application” outlining exploration activities is accepted by the respective Land Council. The standard negotiation period expiry is calculated as ending 22 months from 1 January following the date of receipt of the “exploration application”. If an agreement is not reached within the initial standard negotiating period (22 months), there is provision for an extension by mutual agreement.

### Reaching Agreement

Once agreement is reached between the Land Council and the applicant, it is also a requirement of ALRA that consent to grant be given by the responsible [Federal Minister](#). Following this consent, the application is submitted to the Department of Primary Industry and Resources to progress the ELA or EPA to grant. Upon grant of the ELA or EPA the Department of Primary Industry and Resources administers the title in accordance with the *MTA* or *PA*.

### Native Title & Aboriginal Land Rights Unit

Members of the Department’s Native Title and Aboriginal Land Rights Unit (NTALR Unit) attend (s42) meetings and are available to provide guidance on how best to present your “exploration application” at an on-country meeting.

If you have any questions about the process, the “exploration application” or any other queries contact the NTALR Unit for assistance.

### Contact Details

Native Title and Aboriginal Land Rights Unit  
 Tel: +61 8 8999 5322  
 Fax: +61 8 8981 7106  
 Email: [ntalrunit@nt.gov.au](mailto:ntalrunit@nt.gov.au)  
 Web: <https://nt.gov.au/industry/mining-and-petroleum/land-tenure-and-availability/aboriginal-freehold-land>

### Address

5th Floor, Centrepoint Building  
 48-50 Smith St, Darwin NT 0800  
 Postal: GPO Box 4550, Darwin NT 0801, Australia

Read in conjunction with ALRA Flowchart and Aboriginal Land Rights (Northern Territory) Act 1976 (ALRA)

## Flowchart of Aboriginal Land Rights Act Process

Read in conjunction with the “Exploration of the Aboriginal Freehold Land” Factsheet & the *Aboriginal Land Rights (Northern Territory) Act (ALRA) 1976*

