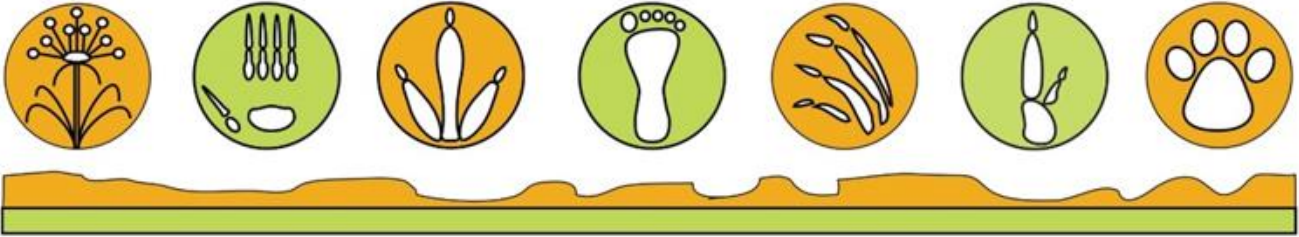


# BARKLY REGIONAL COUNCIL



## AGENDA

### Elliott LA Meeting

Thursday 7 September 2023

Barkly Regional Council's Elliott LA Meeting will be held in Conference Room on Thursday 7 September 2023 at 10:00 am.

#### **Russell Anderson**

Acting Chief Executive Officer

#### **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.

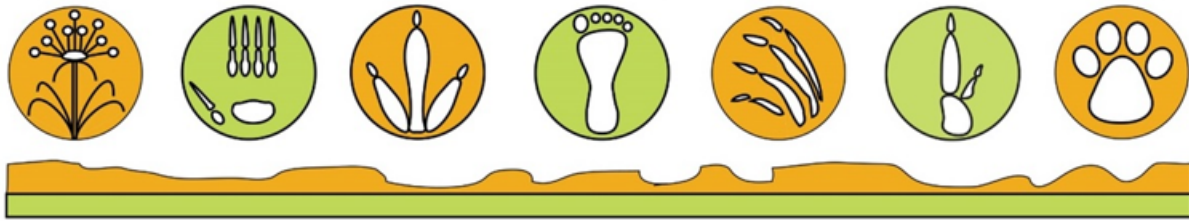
We want to empower local decision making.

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.

# BARKLY REGIONAL COUNCIL



## ACKNOWLEDGEMENT TO COUNTRY

We acknowledge the Traditional Owners of Warumungu, Mudberra, Jingili, Wakaya, Wambaya, Waanyi, Walpiri, Warlmanpa, Alyawarr, Anmatyerre and Kaytetye Country on which Barkly Regional Council live and work, and recognise their continuing connection to land, waters and culture. We pay our respects to the ancestors and elders of these lands, past, present and emerging.

May we continue to work together to  
Deliver sustainable outcomes through a process  
Based on mutual respect and understanding.

## 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. 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

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## 1 OPENING AND ATTENDANCE

- 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
- 1.7 Review of Disclosure of Interest

## 2 CONFIRMATION OF PREVIOUS MINUTES

### Confirmation of previous Minutes

---

#### 2.1 Confirmation of 10 August 2023 Minutes

**Author** Barry Natrass (Acting Director of Operations)

#### **RECOMMENDATION**

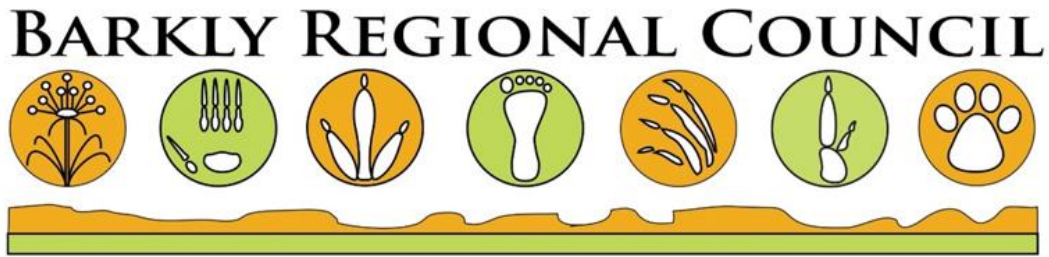
That the Local Authority receives and notes the previous minutes from 10 August 2023 meeting.

#### **SUMMARY**

That the Local Authority receives and notes the previous minutes from 10 August 2023 meeting.

#### **ATTACHMENTS:**

- 1. ELA 10082023 Minutes [2.1.1 - 7 pages]



## MINUTES Elliott LA Meeting

Barkly Regional Council's Elliott LA Meeting was held in the {meeting-room-do-not-remove} on Thursday 10 August 2023 at 10:30 am.

**Russell Anderson**  
Acting Chief Executive Officer

### 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.**



## 1 OPENING AND ATTENDANCE

Meeting commenced at 10:25 with Bob Bagnall as Chair.

### 1.1 Authority Members Present

- Bob Bagnall
- Jodie Nish
- Jason Mullan
- Lora Jackson
- Cr Lennie Barton
- Cr Heather Wilson

### 1.2 Staff and Visitors Present

- DJ Lovett (BRC)
- Paula Knewshubb (NT Health)
- Sini Keho (Elliott medical clinic)
- Daniel Sands (NT Pol)
- Patrick Smith (NT Pol)
- Ben Ulamari (Representing Tamboran Resources)
- Rhonda Plummer (Anyinginyi Ab-Corp)
- Leisa McCarthy ((Anyinginyi Ab-Corp)

### 1.3 Apologies To Be Accepted

#### Apologies

- Jeffery McLaughlin (BRC Mayor)
- Chris Neade (LA member)
- Kevin Neade (LA member)

### 1.4 Absent Without Apologies

Nil

### 1.7 Review of Disclosure of Interest

Nil



## 2 CONFIRMATION OF PREVIOUS MINUTES

### Confirmation of previous Minutes

---

#### 2.1 Confirmation of previous meeting minutes

**MOTION**

That the Elliott LA receive and confirm the minutes of the previous meeting held in Elliott on 22JUL23.

**RESOLVED**

**Moved:** LA Member Jason Mullan

**Seconded:** LA Member Lora Jackson

*Resolved ELLA-23/0*

## 3 ACTIONS FROM PREVIOUS MINUTES

### Actions from previous Minutes

---

#### 3.1 Elliott Local Authority Action items and resolutions tracker update AUG23

**Reference**

**Author** Darren Lovett (Special Projects Manager)

**MOTION**

That the Elliott LA receive updates on the action items and resolution tracker and note items to be closed and items to remain open.

**RESOLVED**

**Moved:** LA Member Jason Mullan

**Seconded:** LA Member Lora Jackson

*Resolved ELLA-23/1*

## 4 CHIEF EXECUTIVE OFFICERS REPORTS

*Nil*

## 5 FINANCE REPORTS





## Finance Reports

---

### 5.1 Elliott LA Finance report AUG23

**Reference**

**Author**

**MOTION**

That the Elliott LA receive and note the LA Finance report for AUG23.

- LA requests clarification on item 73152 – Contract Fees – Animal/Vet services

**RESOLVED**

**Moved: LA Member Jason Mullan**

**Seconded: LA Member Lora Jackson**

*Resolved ELLA-23/2*

**ATTACHMENTS:**

1. Elliott LA Finance Report - AU G 23 [5.1.1 - 1 page]

## 6 AREA MANAGERS REPORTS

### Area Managers Reports

---

#### 6.1 BRC Area Manager - Elliott Operations report AUG23

**Reference**

**Author** Darren Lovett (Special Projects Manager)

**MOTION**

That the Elliott LA receive and note the BRC Area manager report AUG23.

**RESOLVED**

**Moved: LA Member Jason Mullan**

**Seconded: LA Member Lora Jackson**

*Resolved ELLA-23/3*

**ATTACHMENTS:**

1. Elliot Ops report 03AUG23 [6.1.1 - 1 page]

## 7 GENERAL BUSINESS

### General Business

---

#### 7.1 Kubota ATV quotes

**MOTION**

That the Local Authority receive quotes for the procurement of an ATV for use by BRC Municipal staff in the Elliott community.

- Only two (2) quotes were presented to the Elliott LA.
- As per the procurement policy, these quotes were rejected and not considered until a third quote is presented to the LA for consideration.



MINUTES Elliott LA Meeting 10 August 2023



**RESOLVED**

**Moved: LA Member Bob Bagnall**

**Seconded: LA Member Jason Mullan**

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*Resolved ELLA-23/4*

**8 CORRESPONDENCE**

*Nil*

**9 OTHER MATTERS FOR NOTING**

*Nil*

**10 REPORTS FROM BARKLY REGIONAL COUNCIL**

**Reports from Barkly Regional Council**

---

**10.1 Elliott Development - Northern Interest update**

**MOTION**

That the Local Authority receive and update from the BRC Director Operations - Remote Communities on the Elliott redevelopment conducted by "Northern Interest"

- Two (2) complete copies in large scale (A3) design plans were presented to the LA. These plans remain located in the BRC Elliott service centre for the community to view at their leisure.
- All timeline updates were presented along with the plans.
- The Elliott LA has expressed keen interest in receiving an update from a Northern Interest representative at the appropriate time. This invitation remains extant and open.

**RESOLVED**

**Moved: LA Member Jason Mullan**

**Seconded: Cr Lennie Barton**

*Resolved ELLA-23/5*

**12 VISITOR PRESENTATIONS**

**Visitor Presentations**

---

**12.1 Request to present - Anyinginyi Health Ab-Corp**

**MOTION**

That the Local Authority receive a presentation from representatives of the Anyinginyi Ab-Corp

- The major topic discussed was the request by the LA/BRC Community Development team to use the vacant medical clinic located adjacent to the Elliott Safe House as a "sober up" shelter.
- This location remains vacant and under a deed arrangement with NT State and Commonwealth.

MINUTES Elliott LA Meeting 10 August 2023



- Anyinginyi Ab-Corp has received the Elliott LA/BRC request and intends to follow-up with State and Federal representatives to establish more information.
- The LA has extended an open invitation to the Ab-Corp to present and update the Elliott LA members on this topic.

**RESOLVED**

**Moved: LA Member Jodie Nish**

**Seconded: Cr Lennie Barton**

*Resolved ELLA-23/6*

### 13 OTHER BUSINESS – Presentation by Tamboran Resources

**MOTION**

That that the Elliott LA receive a brief from a representative of Tamboran Resources.

- Tamboran Resources remain open to assisting on any number of high impact projects contained within the Elliott Local Area Plan and BRC Regional Plan 2023-24.
- The mine site is ready for its "Aspiration" phase of operations, however negotiations with Traditional Owners remain ongoing.

**RESOLVED**

**Moved: LA Member Bob Bagnall**

**Seconded: LA Member Lora Jackson**

*Resolved ELLA-23/7*

### Elliott Peacock population

**MOTION**

That the LA discuss the large population of peacocks in the community of Elliott

- The peacock population located in and around Elliott has grown large and problematic.
- The LA would like to seek assistance from BRC and the animal management team to relocate most of the population to other areas of the Barkly that would accept the birds.  
Investigations into interest from recognized camp grounds, caravan parks and truck stops is currently underway in order to relocate the population.

**RESOLVED**

**Moved: LA Member Bob Bagnall**



MINUTES Elliott LA Meeting 10 August 2023



**Seconded: LA Member Jason Mullan**

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*Resolved ELLA-23/8*

## **14 CLOSE OF MEETING**

Meeting Closed at 12:30 10AUG23

The Elliott LA next meeting date is **07SEP23** as per the forecasted schedule of the first Thursday of each month. This schedule can be viewed on the BRC website.

THIS PAGE AND THE PRECEEDING PAGES ARE THE MINUTES OF THE Elliott Local Authority meeting HELD on 10AUG23 AND ARE UNCONFIRMED.

### 3 ACTIONS FROM PREVIOUS MINUTES

#### Actions from previous Minutes

---

##### 3.1 Actions from previous Minutes

**Author** Barry Natrass (Acting Director of Operations)

**RECOMMENDATION**

That the Local Authority receives an update on all outstanding action items contained in the action items resolution tracker.

**ATTACHMENTS:**

Nil

### 4 CHIEF EXECUTIVE OFFICERS REPORTS

*Nil*

### 5 FINANCE REPORTS

#### Finance Reports

---

##### 5.1 Elliott LA Finance Report Sep 23

**Author** Sunil Neupane (Accountant)

**RECOMMENDATION**

That the Local Authority receives and notes the LA Finance Report for September 2023

**ATTACHMENTS:**

1. Elliott LA Report [5.1.1 - 1 page]

DefnSheetName=_defntmp_		
<b>Income &amp; Expenditure Report</b>		
<b>Barkly Regional Council</b>		
<b>From 01/07/2023 to 31/08/2023</b>		
<b>Program Description</b>		<b>YTD Actual</b>
<b>300 - Elliott</b>		
<b>Program: LA - Local Authority</b>		
<b>Income</b>		
60000	Opening Unexpended Grants Balance (2023/2024)	\$ 128,606.80
64220	NT Operational Grants	\$ -
<b>Total Income</b>		<b>\$128,606.80</b>
<b>Expenditure</b>		
72110	LA Extra Meeting Allowances	\$ 1,000.00
72243	LA - Catering	\$ 248.64
73757	Materials Expenses - Minor Equipment	\$ 855.00
73703	Plant and Vehicle - Parts	\$ -
<b>Total Expenditure</b>		<b>\$ 2,103.64</b>
<b>Total Available Funding</b>		<b>\$ 126,503.16</b>

## 6 AREA MANAGERS REPORTS

### Area Managers Reports

---

#### 6.1 Elliott Operations report September 2023

**Author** Christopher Neade (Area Manager – Elliott)

#### **RECOMMENDATION**

That the Local Authority receives and notes the Operations report.

#### **SUMMARY:**

This report provides the Elliott Local Authority with an opportunity to review council operations that have occurred in this community since the last LA meeting.

#### **Fleet Management –**

We have two vehicles in the Tennant Creek Depot that the mechanic is fixing: Sport n Rec Troopy and the Surpriser Twin Cab.

The mechanic has been to Elliott and fitted the air filter for the rubbish truck, he didn't have the glue to install the backhoe glass door

All other Elliott Service Centre vehicles and ride on mowers are registered and working.

#### **BRC services –**

Municipal: grass cutting, Nature strip, football oval, park and around town.

Rubbish run is getting done.

Drippers are being fixed and replaced where needed.

Had anonymous local donate over 80 trees to the Council.

Airstrip reports are being done every Wednesday now.

The Trees were planted at the Anzac Memorial and football oval thanks to the municipal team.

#### **Infrastructure –**

Greg Akin from Newcastle waters is going to give us a quote on the fire breaks in Elliott, when he returns from Darwin.

Waterpark is still out of action, just waiting on Dexter Barnes to install the new system.

#### **BRC personnel –**

We have two municipal positions that will be advertised soon.

All other positions are filled. No resignations.

#### **Action Items List – None**

#### **Community visits – Centrelink Remote Team**

Catholic Care

United Workers Union

Dept Industry Tourism Trade

LA Build Building Contractor's

Yirara College

#### **ATTACHMENTS:**

Nil

## 7 GENERAL BUSINESS

### General Business

---

#### 7.1 Kubota ATV quotes

##### Reference

**Author** Barry Natrass (Acting Director of Operations)

##### RECOMMENDATION

That the Local Authority:

- A) receives a third quote for the procurement of a Kubota ATV for use by BRC municipal staff in Elliott.
- B) That the LA makes a decision on which quote they accept and commit LA funding to and subsequent procurements

##### ATTACHMENTS:

1. Kubota ATV quotes 10 AU G 23 b J Cbe HF Kn 0 e D Nc R- G A 39 yw [7.1.1 - 12 pages]



admin@pumpandpower.com.au ABN 48 114 513 272  
 www.pumpandpower.com.au 6 Whittaker Street  
 Tel. 08 8952 5050 Alice Springs NT 0870  
 PO box 2656  
 Alice Springs NT 0871

**CUSTOMER QUOTATION NO. 7670**

Barkly Regional Council  
 58 Peko Road, Tennant Creek 0860

**Quote No:** 7670  
**Site:** 58 Peko Road, Tennant Creek  
 0860  
**Valid Until:** 20/08/2023

**Description**

**Kubota RTV - X900W-H-AU**

Supply of Kubota RTV-X900-H-AU 22hp Diesel ROPS Utility, including:

- 898cc Kubota Diesel Engine
- Electric Key shut-off
- Selectable 4WD
- Diff lock

**Accessories included:**

- Plastic Canopy
- Rear Vision Mirror
- Amber Flashing light
- Reverse Warning beeper
- Winch
- Tow Hitch

**Fitted with:**

- Silvan 200L Professional Truckpak Sprayer w/30m Eco Hose Reel and Spotjet Gun

RTV vehicles pre-delivered full of fuel ready for use.  
 Machines supplied from Pump and Power Alice Springs.

**Please note:**

RTV to be paid for in full before delivery.

Item	Quantity	Unit Price	Total
Kubota RTV - X900W-H-AU, including: Tow hitch, Plastic Canopy, Rear Vision Mirror, Amber flasher light, Reverse beeper and Winch.	1.00	\$25,268.00	\$25,268.00
Silvan Trukpak 200L+ECO 30M Reel+12V Smoothflo pump and Spotjet gun	1.00	\$1,499.00	\$1,499.00
<b>Sub-Total ex GST</b>			\$26,767.00
<b>GST</b>			\$2,676.70
<b>Total inc GST</b>			\$29,443.70

Thank you for the opportunity to quote.	<b>Sub-Total ex GST</b>	\$26,767.00
	<b>GST</b>	\$2,676.70
Credit card is available with 2% surcharge.	<b>Total inc GST</b>	\$29,443.70





admin@pumpandpower.com.au ABN 48 114 513 272  
www.pumpandpower.com.au 6 Whittaker Street  
Tel. 08 8952 5050 Alice Springs NT 0870  
PO box 2656  
Alice Springs NT 0871

**CUSTOMER QUOTATION NO. 7670**

---

**How To Pay**



**Mail**

*Detach this section and mail cheque to:*

**Pump and Power Centre**  
PO box 2656  
Alice Springs NT 0871



**Credit Card (MasterCard or Visa)**

*Call 08 8952 5050 to pay over the phone.*



**Direct Deposit**

**Bank National Australia Bank**  
**Acc. Name Electricron Contracting t/a Pump and Power Centre**  
**BSB 085-995**  
**Acc. No. 12-044-8942**

QUOTATION NO. 7670

<b>Customer Reference:</b>	<b>277</b>	<b>Customer Name:</b>	<b>Barkly Regional Council</b>
----------------------------	------------	-----------------------	--------------------------------



October 2018

## Terms and Conditions of Sale

1. In these terms and conditions:
  - "Company" means Electricon Contracting Pty Ltd (ACN 114 513 272) trading as Pump and Power Centre, and its successors and assigns;
  - "Loss" suffered by any person means any claim, action, proceeding, loss, damage, cost, expense or liability whatsoever incurred or suffered by, or brought or made or recovered against, that person, no matter how arising (whether or not presently ascertained, immediate, future or contingent);
  - "Customer" means the person(s) or body(ies) corporate to whom these terms and conditions are directed and their successors and permitted assigns;
  - "Goods" means any goods, services or products from time to time supplied, or to be supplied, by the Company to the Customer;
  - "Order" means an order for Goods placed with the Company by the Customer;
  - "PPSA" means the *Personal Property Securities Act 2009* (Cth);
  - "PPSR" means the Personal Property Securities Register established under the PPSA.
  - "Perfected", "Security Interest" and "Financing Statement" are as defined in the PPSA;
  - "Terms" means these terms and conditions.
2. These Terms shall not be interpreted against a party on the basis that such party prepared these Terms or any part of them.
3. These Terms shall be all of the operative terms and conditions of the sale of Goods by the Company to the Customer from time to time, in the absence of a written agreement to the contrary.
4. Each word, phrase, sentence and clause of these Terms is severable.
5. These Terms shall prevail over any terms and conditions of the Customer in relation to the purchase of Goods.
6. Where two (2) or more persons and/or bodies corporate comprise the Customer, the obligations on the part of the Customer in these Terms shall bind them both jointly and severally.
7. Where the Customer acts in the capacity of trustee of any trust, the obligations on the part of the Customer in these Terms bind the Customer in its own right as well as in its capacity as trustee.
8. Any failure to exercise, or delay in exercising, a right, including a right of indemnity, by the Company shall not prejudice the Company's ability to exercise that right in the future.
9. The completion or termination of a transaction shall be without prejudice to the Company's accrued rights.
10. These Terms are governed by, and shall be construed in accordance with, the laws in force in the Northern Territory and the Customer submits to the non-exclusive jurisdiction of the courts of that Territory in respect of all proceedings arising out of or in connection with these Terms.
11. The Company may decline, in its absolute discretion, any Order in part or in whole.
12. The Company may request the Customer pay a deposit against any Goods ordered. The Company may consider the payment of a deposit when deciding whether to decline an Order under clause 11.
13. An Order is accepted by the Company when the Customer receives notification from the Company that the Order has been accepted, or supply of the relevant Goods occurs, whichever occurs first.
14. The Company shall use reasonable endeavours to ensure that the Goods, the subject of any Order, are supplied to the Customer on or before the date specified in the Order, but the Company shall not be liable for any Loss incurred by the Customer in connection with any failure by the Company to deliver or supply the Goods on or before that date.
15. Upon delivery of the Goods, the subject of any Order, to the Customer, at the place of delivery nominated in the Order, the Customer shall be deemed to have accepted the Goods.
16. Any Loss sustained by the Company, as a result of or in connection with the Customer failing to accept delivery of any Goods, will be reimbursed in full by the Customer to the Company.
17. The Company reserves its rights at all times to suspend the supply of further Goods on credit or otherwise to the Customer, without being required to give reasons, and the Company shall not be responsible in any way for any Loss suffered or incurred by the Customer in connection with any such suspension.
18. The Company may make part deliveries of any Order, and a part delivery of any Order shall not invalidate the balance of an Order, or reduce the Customer's liability to the Company regarding the balance of an Order.
19. All prices for Goods are subject to change without notice.
20. The price for Goods shall be that prevailing at the date of receipt by the Company of the Order for those Goods.
21. If the Customer orders any Goods that are not stocked items, the Company may require the customer to pay 50% of the value of the Goods to the Company before the Company will order those goods. The Company may require the Customer to pay the remainder of the value of the Goods to the Company before the Company delivers the Goods to the Customer. If after payment has been made those Goods cannot be delivered, the Company will return any payments made in respect to those Goods to the Customer.
22. Unless otherwise agreed by the Company, all prices for Goods are in Australian dollars and are exclusive of goods and services tax.
23. Title to Goods shall not pass to the Customer until the Company has been paid in full by the Customer all moneys owing to the Company for, or in relation to, those Goods, or any Goods the subject of any prior Order, and all monies owed by the Customer to the Company on any other account whatsoever.
24. Until title to any Goods passes to the Customer, the Customer shall hold the Goods as bailee and fiduciary agent for the Company and the Customer shall keep and store the Goods in such a way that the goods are clearly identifiable as the property of the Company.
25. The Goods are at the entire risk of the Customer from the moment the Goods are delivered to the place of delivery nominated in the Order.
26. The Customer shall be entitled to sell the Goods, in respect of which title has not passed to it, as fiduciary agent of the Company, in which case the proceeds of such sale shall be held in trust for the Company and shall not be mingled with other moneys, but shall be paid into a separate fiduciary account, and the Customer shall not be entitled to transfer any moneys from that separate fiduciary account until payment to

5485126 V1

- the Company in full for those Goods, or any Goods the subject of any prior Order, and any other amount owed by the Customer to the Company on any account whatsoever.
27. Damaged or defective Goods, or those which do not conform to the relevant Order, may only be returned to the Company in exchange for a credit for the price of those Goods (and freight and insurance to return them), if written notice of intention to return the Goods is given to the Company within 7 days of delivery and those Goods are returned within 14 days of delivery to the Company's premises, in their original packaging, without any defect, damage or soiling having occurred since delivery to the Customer, and accompanied by the original invoice and stating the reason for return.
  28. No credit will be granted until after an inspection of the site where the Goods were stored after delivery has occurred, with responsible staff from the Company and the Customer present, at the direction of the Company. The Customer shall fully insure all of the Goods for their full replacement value, noting the interest of the Company, from the time that risk in the Goods passes to the Customer, and, in the event of any of the Goods being damaged, destroyed, stolen or lost, which loss or damage is reimbursed to the Customer by the insurer, the proceeds of the insurance claim shall be paid to the Company until all monies owing to the Company, in respect of the sale of the Goods or otherwise on any account whatsoever, are paid to the Company.
  29. Any credit granted to the Customer is so granted on the basis of information regarding the Customer provided to the Company.
  30. If credit is granted to the Customer, the total of the amount of invoices at any one time is not to exceed more than the approved credit limit without prior agreement. The Customer is required to pay up front the value of any Goods ordered that exceed the credit limit.
  31. If the Goods are to be paid for with financed funds, the Company may raise the customer credit limit to the amount of those funds provided that proof of approved finance from the lending institution is provided.
  32. In the event that the information provided to the Company in connection with the Customer materially changes to the possible prejudice of the Company, the Customer shall advise the Company in writing immediately after the change.
  33. The benefit of the credit facility provided by the Company to the Customer is not transferable to any other party without the prior written consent of the Company.
  34. All Goods supplied by the Company to the Customer on credit shall be paid for in full by the Customer, without deduction or set-off, within the time period set out in the relevant invoice or, if no such time period is stipulated, within 14 days of the date of the relevant invoice.
  35. Where the Customer fails to pay to the Company any sum when due, the Company shall be entitled to:
    - 35.1 charge interest on the amount then unpaid, at the rate of 2% per annum greater than the overdraft rate quoted to the Company by Westpac Banking Corporation on the date the amount became overdue, calculated daily on all overdue money (including interest) from the date of default until the date when such amount is paid in full; and
    - 35.2 recover from the Customer all costs and expenses incurred, or to be incurred, by the Company in connection with the recovery of any amount due and payable by the Customer (including debt recovery costs, and/or legal costs on a full indemnity basis).
  36. A certificate signed by an officer of the Company, stating the amount then owing by the Customer, shall be conclusive evidence of that amount.
  37. The Customer agrees that:
    - 37.1 it grants in favour of the Company a Security Interest in the Goods, and any proceeds received for the sale of the Goods, in order to secure payment of all moneys owing to the Company whatsoever, including for, or in relation to, any Goods;
    - 37.2 it shall do anything required by the Company to ensure that any Security Interest created or arising in respect of the Goods or proceeds received for the sale of the Goods in favour of the Company is the subject of a Financing Statement registered on the PPSR, and is otherwise fully effective, enforceable and Perfected with the contemplated priority;
  - 37.3 it waives any right to require compliance by the Company with any of the non-mandatory provisions set out in the PPSA, including but not limited to section 157(1) of the PPSA and any of the provisions set out in section 115(1) of the PPSA, or any other notice provision of the PPSA, and the Customer may not exercise any rights conferred by section 143 of the PPSA;
  - 37.4 it must pay the Company all of its costs (including its legal costs on a solicitor and own client basis) in enforcing the Company's rights under these Terms.
  38. If the Customer fails to make payment for any Goods on or before the due date and/or breaches any provision of these Terms; or
    - 38.1 a receiver, receiver and manager or controller is appointed in respect of all or any of the Customer's assets;
    - 38.2 an administrator is appointed in respect of the Customer;
    - 38.3 any resolution is passed to wind up the Customer or an application is made to a court for the winding up of the Customer; or
    - 38.4 any action is taken which could result in the Customer becoming "an insolvent under administration" within the meaning of Section 9 of the *Corporations Act 2001* (Cth) or the Customer enters into a deed under Part X of the *Bankruptcy Act 1966* (Cth),
 then, notwithstanding any credit the Company may have granted to the Customer and without limiting the Company's other rights under these Terms:
    - 38.5 all amounts owing by the Customer to the Company shall immediately become due and payable;
    - 38.6 the Company may, without notice, enter any premises of the Customer and remove all the Goods, in respect of which title has not passed to the Customer, and at the Company's discretion keep or resell any removed Goods;
    - 38.7 the Customer's right to possession of the Goods, and the proceeds of sale of the Goods, and to sell the Goods, shall cease; and
    - 38.8 the Company may, in its ultimate discretion, suspend or cancel any uncompleted Orders.
  39. To the extent permitted by law and except as set out in these Terms:
    - 39.1 all express or implied warranties, guarantees and conditions relating to the Goods, no matter how arising, are excluded;
    - 39.2 the Customer has no authority to make representations on behalf of the Company or to bind the Company to any third party;
    - 39.3 the Customer releases the Company from, and holds harmless the Company in respect of, any Loss incurred by the Customer in connection with any Order, any Goods and these Terms; and
    - 39.4 the Customer shall indemnify, and keep indemnified, the Company in respect of any Loss incurred by the Company in connection with any Order, any Goods and these Terms.
  40. If the Company grants the Customer access to third parties' "personal information", "sensitive information" or "credit information" as defined in the *Privacy Act 1988* (Cth) in order for the Customer to perform its obligations to the Company, the Customer agrees to only collect, hold, use or disclose that information in accordance with the terms of the *Privacy Act 1988* (Cth) and the Australian Privacy Principles.

5485126 V1



Airpower (NT) Pty Ltd  
 Phone: (08) 8939 0200  
 Email: info@airpower.com.au  
 Service/Parts/Admin  
 133 McKinnon Road Pinelands NT 0829  
 Sales:  
 880 Stuart Highway Pinelands NT 0829  
 PO Box 846 Palmerston NT 0831

## Wholegoods Quotation

Quotation No: Q30176

**Customer Name**  
 Barkly Regional Council (10068)  
 PO Box 821.  
 Tennant Creek, NT 0861  
 reception@barkly.nt.gov.au  
 0429887763

**Quotation Date:** 18/07/2023  
**Expiry Date:** 17/08/2023

**Sales Rep:** Anthony McGregor  
**Phone:** 89390259  
**Email:** salesrep@airpower.com.au

**Terms:** As per Terms and Conditions overleaf

Dear Troy

Thank you for your recent machine/equipment enquiry. We have pleasure in presenting the following quotation for your consideration:

### RTV-X900G-A-AU 4WD UTILITY VEHICLE

Product SKU	Description	Qty	Total (\$)
KUK7594-10000	RTV-X900G-A-AU 4WD UTILITY VEHICLE NEW KUBOTA RTV-X900G-A-AU 4WD UTILITY VEHICLE. FITTED WITH ATV TYRES.	1	33,200.00
SSC12	CIR - RTV-X900G-A-AU 01/07/2023-31/10/2023	1	-400.00
SSC27	Bid & Fleet Rebate BFAG23-522	1	-600.00
SDA/ATT_Canopy	Fit Canopy & Mount Kit	1	
SDA/AT9400	Fit Tow Hitch & Ball	1	
SDA/AT1100	Rear View Mirror Kit - ROPS Models (1)	1	
SDA/ZZ8502	LED Amber Beacon	1	
SDA/AT9500	Fit Winch	1	
SDA/ZZ8202	Fit Reverse Beeper	1	
SDA/EXT1650	Spare Wheel	1	
SSC1	ReelStrike 200L, 7.5Lpm 100psi 30m H/Reel - Standard	1	
SSC2	Delivered to Tennant Creek	1	
		<b>Sub Total</b>	<b>32,200.00</b>
		<b>GST</b>	<b>3,220.00</b>





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Email: info@airpower.com.au  
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133 McKinnon Road Pinelands NT 0829  
Sales:  
880 Stuart Highway Pinelands NT 0829  
PO Box 846 Palmerston NT 0831

## Wholegoods Quotation

Quotation No: Q30176

### General Information

Airpower is a locally owned and operated company, proudly serving the Northern Territory since 1973.

Please be assured of our close attention to after-sales service and performance of the products we sell.

### Terms and Conditions

- \* This quotation is valid for 30 days, subject to prior sale.
- \* Delivery point Darwin.
- \* Availability is subject to confirmation at the time of placing order subject to prior sale.
- \* The warranty period is as per the manufacturers schedule.
- \* Prices include 10% GST.
- \* Prices are based on current manufacturer's prices and are subject to change.
- \* This quote is subject to confirmation at time of placing order.
- \* Payment Terms:
  - Terms are net cash on delivery.
  - Once notified that your order is completed and ready for delivery, full payment of the invoice as quoted shall be remitted within 14 days. Interest may be charged if these terms are exceeded at 10% PA until settlement.
- \* Payment options:
  - Direct Deposit of cleared funds into the Airpower (NT) listed account, or
  - Bank Cheque, or
  - For personal or business cheques, a minimum of 3 working days are required to guarantee cleared funds.
- \* When a "purchaser" nominates a delivery to a third party and deals directly with that vendor, then it is required by Airpower that settlement be made for the equipment supplied by Airpower prior to delivery to any nominated third party.
- \* Any trade-in price offered is based on the condition of the equipment as inspected. Airpower reserves the right to review and re-negotiate the offered trade-in price if the equipment is in a changed state or is in a different condition to that as noted on the trade appraisal form.

I trust that the information is sufficient and in-line with your requirements requested. I will be in contact with you in the near future to follow up on this quote, however, should you require any further assistance, please do not hesitate to contact me on the number listed on the front of this quote.

Yours Faithfully,  
Airpower (NT) Pty Ltd

Anthony McGregor





## TODAY


Kubota diesel engines—dependable power, when and where you need it.

Power when and where you need it

Even when the path disappears, you can rely on the RTV-X Series' powerful diesel engines to keep you moving forward. Kubota-built and trail-proven, these 3-cylinder liquid-cooled diesel engines have performance reputation for dependable power when you need it.

The RTV-X900 comes with about 21.6 HP engine, while the RTV-X1120S, RTV-X1100C and RTV-X1140 provide an extra boost of power from 24.8 HP engines.





## RTV-X900

### VHT-X (Variable Hydraulic Transmission)

Kubota has more experience in variable hydraulic transmissions than any other Utility Vehicle manufacturer. The engine torque is maximized through the advanced variable displacement HST motor, resulting in a wider torque band. The Large oil cooler enhances the VHT-X's performance and durability through cooler operating temperatures.



### Strong High-rigidity Frame

The high-rigidity steel frame isolates the occupants from noise, vibrations, and harshness. With structural strength that few in the industry can match, this durable frame can take years of punishment from heavy loads and rough terrain.



### 20% Larger, Clog-resistant Radiator

Open the hood, and you'll find the radiator and air-intake located high and up front, where the air is cleaner and cooler. This layout makes it easier to access and simplifies maintenance. Kubota's wide fin pitch design minimizes clogging, further improving radiator performance.



### Two-Speed In-line Shift

You'll shift less often and maintain better control, thanks to new transmission gearing with just two gears for each shift: high and low, plus neutral, and reverse.





# RTV X-Series

**The Kubota RTV X-Series. Dependable performance, excellent comfort, all the time.**  
When there's work to be done on the far side of now, here, you need a vehicle that can get you there quickly, get the job done efficiently, and get you back comfortably.

**RTV-X1140**  
Comfort and versatility make this Kubota's most popular model for all types of jobs. It comes with a powerful 21.6 HP diesel engine and your choice of Kubota Orange or Realtree AP Camo styling.

**RTV-X1100C**  
The first RTV to offer a factory-installed unibody A/C cab, the RTV-X1100C is still the industry leader in work comfort. The fully enclosed cab features air conditioning, defroster, and heating systems to keep you comfortable in all types of weather for all types of jobs.

**RTV-X1120D**  
A step up in power, torque, performance, and style, the RTV-X1120D has everything you need to get the job done, including a rigid and dependable 24.8 HP diesel engine and stylish blue-tinted halogen headlights.

**RTV-X1140**  
When you have cargo to haul, flip up the rear seat and fold down the cargo bed. The RTV-X1140 converts from a 4-passenger vehicle to a 2-passenger RTV with an extra large cargo bed and an industry-leading cargo capacity. A standard hydraulic bed-tilt makes short work of dumping baskets.





The experience begins the moment you step into the driver's compartment and settle into the seat. Clearly, the X-Series was designed for driving comfort and convenience under tough working conditions. More room for your legs, controls that fall naturally under your hands, plenty of utility storage space... from head to toe and side to side, it's an advanced level of easy, practical drivesability that must be experienced to appreciate.



**60:40 Split-bench Seats**

The split-bench style seat is ergonomically designed to provide hours of working comfort. The driver's side is adjustable fore and aft.\*

\*Driver's side seat adjustment is not available on RTV X900 General Purpose model & RTV X1200 models.



**Power Steering**

Responsive hydrostatic power steering gives you the control you need to tame any terrain. The steering wheel is tilt-adjustable, allowing you to set the optimum angle for your driving style.\*

\*Tilt feature is not available on RTV X900 General Purpose models.



**Digital Meter Cluster**

Bright, with large, easy-to-read indicators, this digital meter cluster keeps you informed of all critical driving conditions, including speed, hours, and miles traveled. An Overheat Alarm light and audio helps prevent engine damage.



**Easily accessible Parking Brake**

The parking brake is conveniently located on the dashboard for easier access as well as more legroom.



**Glove Box\***

A large glove box on the passenger side provides fast access to critical tools and personal effects.

\*Glove box is not available on RTV X1000 models.

\*Glove box cover is optional on RTV X900 General Purpose models.

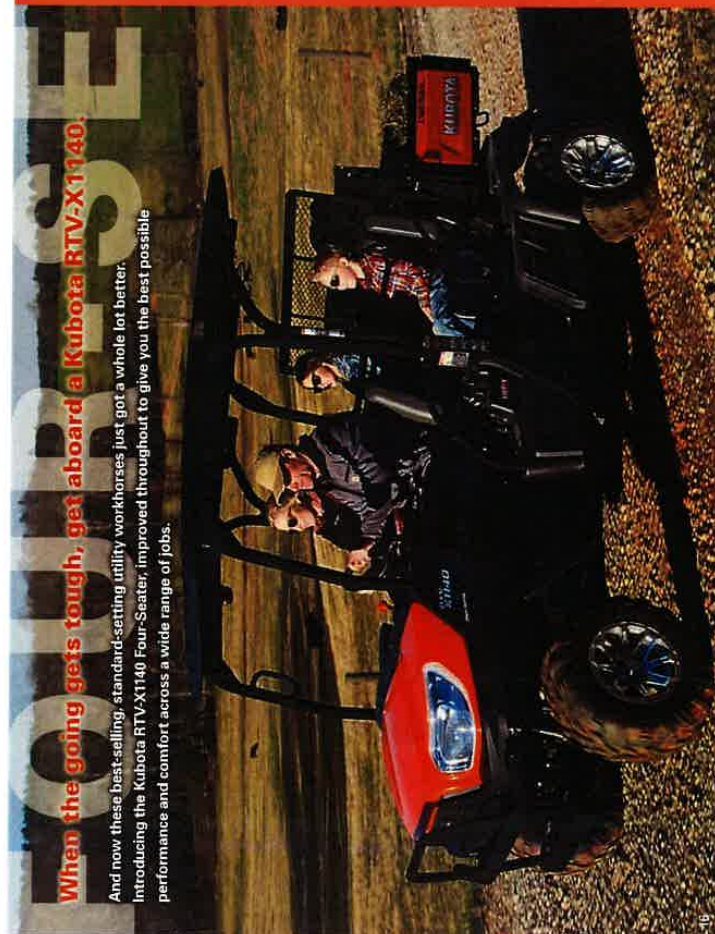


**Under-seat Storage Compartments**

Large compartments under the split-bench seats provide plenty of convenient storage space for tools, tie-downs, and personal items.







**When the going gets tough, get aboard a Kubota RTV-X1140.**

And how these best-selling, standard-setting utility workhorses just got a whole lot better. Introducing the Kubota RTV-X1140 Four-Seater, improved throughout to give you the best possible performance and comfort across a wide range of jobs.

**1 Reposition the sides of the bed**

Swing the front side panels of the cargo bed towards the back of the bed and fold down the front panel.

# SALES PRESENTATION

## RTV-X1140

From industry-leading cargo capacity to comfortable seating for four adults in three simple steps that can be performed easily by just one person.

[ K-vertible™ ] Kubota's unique system to convert vehicle from 1 row to 2 row seating less than a minute.



**2 Reposition the cargo bed**

Next, lift the front of the cargo bed and secure it.

**3 Reposition the protective screen and bench seat**

Next, move back and secure the protective screen, lift the front of the bench seat and secure the bench seat. Repeat the three steps to restore the RTV-X1140's full-length bed.



Product Specification

**12 VOLT SPOT SPRAYERS**



**ReelStrike™ 200L**

12 Volt Spot Sprayer with 8.5L/min pump with 30m Hose Reel

CODE: PVQ0200LK0076H3



The ReelStrike, a TTI icon sprayer that has proved itself over many years as the most versatile and reliable professional 12v sprayer in our TTI range. The 30m reel allows you to access those hard to get to areas, while the 100psi pump gives you that extra pressure when you needing to hit your spray target from a distance.

- » 8.3L/min 100psi Remco 12v pump mounted under pump cover for protection
- » 30m heavy duty poly hose reel
- » PowerJet spray gun with adjustable brass nozzle
- » Fully-drainable tank with 255mm screw lid & basket filter
- » Sturdy Hot dip galvanised base frame
- » Suction filter
- » Pressure regulator and gauge for accurate & controlled spraying
- » 3.6m electrical cables with 12v adaptor & alligator clips

**SPECIFICATIONS**

Tank Material	Polyethylene
Lid Diameter	255mm
Capacity (brim full)	200 Litres
Tare Weight	60kg
Weight (Full of Water) (L W H)	460kg 1055 x 700 x 1100mm
Tank Warranty	20-Years

**1800 816 277**

**www.tti.com.au**

## General Business

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### 7.2 Elliott Peacock Population

**Author** Barry Natrass (Acting Director of Operations)

#### **RECOMMENDATION**

That the Local Authority discusses the large population of peacocks in the Elliott community.

#### **SUMMARY**

The peacock population located in and around Elliott has grown large and problematic.

#### **BACKGROUND**

The LA sought assistance from BRC and the animal management team to relocate most of the population to other areas of the Barkly that would accept the birds. Investigations into interest from recognized camp grounds, caravan parks and truck stops is currently underway in order to relocate the population.

#### **ATTACHMENTS:**

Nil

## General Business

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### 7.3 Playground Equipment

**Author** Barry Natrass (Acting Director of Operations)

#### **RECOMMENDATION**

That the Local Authority receives quotes for the Playground to be presented at the meeting.

#### **ATTACHMENTS:**

Nil

## General Business

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### 7.4 Football Oval Canteen P&E

**Author** Barry Natrass (Acting Director of Operations)

#### **RECOMMENDATION**

That the Local Authority receives the quotes for the Football Oval Canteen P&E to be presented at the meeting.

#### **ATTACHMENTS:**

Nil

## General Business

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### 7.5 Northern Interests Discussion

#### Reference

**Author** Barry Natrass (Acting Director of Operations)

#### RECOMMENDATION

That the Local Authority discusses the Elliot redevelopment conducted by Northern Interest.

#### SUMMARY

That the Local Authority receive and update from the BRC Director Operations - Remote Communities on the Elliott redevelopment conducted by "Northern Interest"

#### BACKGROUND

Two (2) complete copies in large scale (A3) design plans were presented to the LA. These plans remain located in the BRC Elliott service centre for the community to view at their leisure.

All timeline updates were presented along with the plans.

The Elliott LA has expressed keen interest in receiving an update from a Northern Interest representative at the appropriate time. This invitation remains extant and open.

#### ATTACHMENTS:

1. elliot report 10723 yb 4 gk 6 j Zd UGD N 2 p 2 G Cuc Sg [7.5.1 - 3 pages]

ELLIOTT MAIN STREET:  
**ELLIOTT HOTEL + STORE & ROADHOUSE**  
FOR NORTHERN INTERESTS

**ARCHITECT'S PROGRESS REPORT**

t r o p p o

10.7.23



**Big picture**

Overall, both projects are being developed in parallel, with the Roadhouse & Store to play 'catch-up' in regards to Planning Consent.

**Design and Documentation**

**Hotel**

*Architecture:*

Documentation drawings in progress including for modularisation, framing, site plan and levels

*Fitout:*

Outline drawings commenced.

Procurement of equipment will be through Northern Interests Operations Manager and established industry contacts.

A strategy for local engagement with Elliott Community for the project's art layer is to be developed.

*Wastewater engineering:*

Wastewater engineering design complete, moving to documentation.

*Structural Engineering:*

To portables manufacturer engineer.

**Roadhouse & Store**

*Architecture:*

Documentation drawings in progress including for modularisation, framing, site plan and levels

*Fitout:*

Outline drawings commenced, including for coolroom options to better fit portable modules.

Procurement of equipment will be through Northern Interests Operations Manager and established industry contacts.

A strategy for local engagement with Elliott Community for the project's art layer is to be developed.

*Wastewater engineering:*  
Wastewater design to proceed.

*Structural Engineering:*  
To portables manufacturer engineer.

**Siteworks – both sites**

*Engineering:*

- Civil engineering: Site levels are currently being determined by the Architect, with specific civil engineering tasks, including for stormwater management and pavement specifications to be identified.
- Wastewater engineering: Hotel design complete, moving to documentation; Store & Roadhouse wastewater design to proceed.
- Services Engineering: fee proposal anticipated 14.7.23. (Trinamic are the preferred consultant for value, relevant experience and performance.) The intention is to base services engineering decision-making on Industry input and life-cycle costing parameters for sure performance and low maintenance.

*Landscape:*

The intention is to enter early into detailed landscape design to ensure nursery establishment of required plant material (endemic species proposed). Potential Landscape Architects are being identified

*Public realm:*

Crossovers, footpaths and greater 'Elliott Main Street' public realm to be determined through liaison with Barkly Regional Council (external to Northern Interests projects).

**Approvals**

***Hotel***

Requested further information submitted; understand assessment to be complete.  
Site advertising to be erected when made available by NTG.  
Certifier review of documentation to commence.

***Roadhouse & Store***

Development Application drawings and accompanying documents complete and collated.  
To be lodged 12.7.23  
Certifier review of documentation to commence.

**Construction**

Two commercial builders – 1 Adelaide-based (presently working out of Alice Springs) and 1 from Darwin with a Katherine base – are preparing Expressions of Interest for a Construction Management contract, to manage procurement of all site elements for both sites, under a rolling program under one contract.

Ausco have completed documentation review and pricing for the Hotel including accommodation. At the same time alternative portables manufacturers are being sounded out for capability and project fit. Given current Industry production stress and consequent lead-times, it is proposed for an early supply contract for portables manufacturer to be entered into. Management of this contract will novate to the Construction to ensure fit with siteworks and overall program.

Early engagement with the portables manufacturer gives not only surety to the project for cost, but also reduces site time and cost risk associated with traditional build techniques in a remote and poorly resourced location.

Potential for local (Elliott) employment to be pursued with successful tenderer.

**Cost Plan**

This is being determined through Industry testing (Ausco) and the Construction Management EOI process.

In parallel, Quantity Surveyors RLB are to be engaged to develop a cost plan for review against the evolving construction methodology and Tenderer submissions.

**Currently proposed program**

Refer attached – but in precis...

Consultant engagement (concluding)	July	2023
<b>Builder EOI, selection, engagement</b>	<b>July – August</b>	
Documentation	July – November	
Continuing Builder liaison	August –	
Final contract pricing	September – December	
Portables order	September**	
Pre-construction (inc shop drawings)	December – April	2024
<b>Construction commences (siteworks)</b>	<b>March</b>	

*Hotel:*

Portables deliveries commence	August	2024
Practical Completion	March	
Fitout complete, handover	March	2025
<b>Opening</b>	<b>March</b>	
Landscape complete	April	

*Store & Roadhouse:*

Portables deliveries commence	September	2024
Practical Completion	April	2025
Fitout complete, handover	April	
<b>Opening</b>	<b>April</b>	
Landscape complete	May	

\*\*Note portables order placed ahead of full contract pricing, for production lead-time



## 8 CORRESPONDENCE

*Nil*

## 9 OTHER MATTERS FOR NOTING

*Nil*

## 10 REPORTS FROM BARKLY REGIONAL COUNCIL

### Reports from Barkly Regional Council

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#### 10.1 Animal Management

**Author** Barry Natrass (Acting Director of Operations)

#### **RECOMMENDATION**

That the Local Authority receives and notes an update surrounding animal management.

#### **SUMMARY**

Director of Community Development Gillian Molloy will speak to the Local Authority on animal management issues.

#### **ATTACHMENTS:**

*Nil*

### Reports from Barkly Regional Council

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#### 10.2 Compliance and Governance

#### **Reference**

**Author** Barry Natrass (Acting Director of Operations)

#### **RECOMMENDATION**

That the Local Authority receives and notes a verbal report surrounding governance and compliance.

#### **SUMMARY**

BRC Governance Manager Emmanuel Okumu will address the Authority.

#### **ATTACHMENTS:**

*Nil*

## 11 VISITOR PRESENTATIONS

### Visitor Presentations

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#### 11.1 Member for Barkly - Regional issues

**Author** Barry Natrass (Acting Director of Operations)

#### **RECOMMENDATION**

That the Local Authority receives and notes an update of regional issues from Member for Barkly Steve Edgington.

#### **SUMMARY**

#### **ATTACHMENTS:**

Nil

### Visitor Presentations

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#### 11.2 Business matters

**Author** Barry Natrass (Acting Director of Operations)

#### **RECOMMENDATION**

That the Local Authority receives and notes a presentation from Lisa Barnes – Regional Executive Director Barkly and Liza Wilson – Business operations Manager.

#### **ATTACHMENTS:**

Nil

### Visitor Presentations

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#### 11.3 Health matters

**Author** Barry Natrass (Acting Director of Operations)

#### **RECOMMENDATION**

That the Local Authority receives and notes a presentation from the Elliott Clinic Manager.

#### **SUMMARY**

Elliott Clinic Manager Paula Knewstubb will update the Local Authority on health issues in the community.

#### **ATTACHMENTS:**

Nil

## 12 OTHER BUSINESS

*Nil*

## 13 CLOSE OF MEETING