



WEST DALY
Regional Council

AGENDA

SPECIAL COUNCIL MEETING

15 December 2016 at 10:00am

CouncilBiz Office



TABLE OF CONTENTS

| | | |
|----|---------------------------------------------------|----|
| 1 | PERSONS PRESENT | 4 |
| 2 | APOLOGIES AND LEAVE OF ABSENCE..... | 5 |
| 3 | DECLARATION OF INTEREST OF MEMBERS OR STAFF | 6 |
| 4 | CONFIRMATION OF MINUTES..... | 7 |
| 5 | CEO REPORT | 23 |
| 6 | COUNCIL VACANCY | 25 |
| 7 | CORRESPONDENCE | 26 |
| 8 | FINANCIAL REPORTS..... | 31 |
| 9 | SPORTS AND RECREATION FUNDING | 57 |
| 10 | LEASE RENT PAYMENT TO NORTHERN LAND COUNCIL..... | 58 |
| 11 | POLICIES | 59 |
| 12 | POWER METERS | 70 |
| 13 | AGREEMENTS REQUIRING THE COMMON SEAL..... | 72 |
| 14 | CLOSE OF MEETING..... | 72 |
| 15 | NEXT MEETING | 72 |
| 16 | CONFIDENTIAL ITEMS..... | 72 |

WEST DALY REGIONAL COUNCIL DISCLAIMER

No responsibility is implied or accepted by the West Daly Regional Council for any act, omission or statement or intimation occurring during Council or committee meetings.

The West Daly Regional Council disclaims any liability for any loss whatsoever and howsoever caused arising out of reliance by any person or legal entity on any such act, omission or statement or intimation occurring during Council or committee meetings.

Any person or legal entity who acts or fails to act in reliance upon any statement, act or omission made in a Council or committee meeting does so at that person's or legal entity's own risk.

In particular and without detracting in any way from the broad disclaimer above, in any discussion regarding any planning application or application for a licence, any statement or intimation of approval made by any member or officer of the West Daly Regional Council during the course of any meeting is not intended to be and is not taken as notice of approval from the West Daly Regional Council.

The West Daly Regional Council advises that anyone who has any application lodged with the West Daly Regional Council shall obtain and should only rely on **WRITTEN CONFIRMATION** of the outcome of the application, and any conditions attaching to the decision made by the West Daly Regional Council in respect of the application.

Michael Freeman
Acting Chief Executive Officer

AGENDA
SPECIAL COUNCIL MEETING
TO BE HELD AT THE DARWIN COUNCIL OFFICE
ON 15 DECEMBER 2016
COMMENCING AT 10.00AM

Mayor of the West Daly Regional Council Harold Wilson declared the meeting open at _____ and welcomed all in attendance.

1 PERSONS PRESENT

ELECTED MEMBERS PRESENT

| | |
|--------------|----------------|
| Mayor | Harold Wilson |
| Deputy Mayor | Andrew Brown |
| Councillor | Wally Minjin |
| Councillor | Mark Martin |
| Councillor | Ralph Narburup |

STAFF PRESENT

| | |
|---------------------------------------|------------------|
| Acting Chief Executive Officer | Michael Freeman |
| Deputy Acting Chief Executive Officer | Ramesh Pudasaini |
| Governance Officer | Rebecca Purser |

PERSONS PRESENT

2 APOLOGIES AND LEAVE OF ABSENCE

Author: Michael Freeman, Acting Chief Executive Officer

SUMMARY

This report is to table, for Council's record, any apologies and requests for leave of absence received from Elected Members for the Special Ordinary Council Meeting held 15 December 2016.

COMMENT

Council can choose to accept the apologies or requests for leave of absence as presented, or not accept them. Apologies or requests for leave of absence that are not accepted by Council will be recorded as absence without notice.

STATUTORY ENVIRONMENT

As per the Local Government Act s.39 (1), a person ceases to hold office as a member of a council if the person:

(d) is absent, without permission of the council, from 2 consecutive ordinary meetings of the council.

VOTING REQUIREMENT

Simple majority

RECOMMENDATION

That Council receive and notes apologies for the Special Ordinary Council Meeting held 15 December 2016.

Moved:

Seconded:

Carried:

3 DECLARATION OF INTEREST OF MEMBERS OR STAFF

Author: Rebecca Purser, Governance Officer

SUMMARY

Elected members are required to disclose an interest in a matter under consideration by Council at a meeting of the Council or a meeting of a Council committee by:

- (1) In the case of a matter featured in an officer's report or written agenda item, by disclosing the interest to the Council by disclosure as soon as possible after the matter is raised.
- (2) In the case of a matter raised in general debate or by any means other than the printed agenda of the Council, by disclosure as soon as possible after the matter is raised. Under disclosure, the Member must abide by the decision of Council on whether he/she shall remain in the Chambers and/or take part in the vote on the issue. The council may elect to allow the Member to provide further and better particulars of the interest prior to requesting him/her to leave the Chambers.

Staff members of the Council are required to disclose an interest in a matter at any time at which they are required to act or exercise their delegate authority in relation to the matter.

Upon disclosure, the staff member is not to act or exercise his or her delegated authority unless the Council expressly directs him or her to do so.

STATUTORY ENVIRONMENT

Local Government Act Section 73 & Section 74 (Elected Members).

Local Government Act (2008) Section 107 Conflict of interest (Staff Members).

POLICY IMPLICATIONS

Conflict of Interest – Code of Conduct.

VOTING REQUIREMENT

Simple majority

RECOMMENDATION

That Council receives the declarations of interest for the Special Meeting held 15 December 2016

Moved: Clr.

Seconded: Clr.

Carried:

4 CONFIRMATION OF MINUTES

Author: Rebecca Purser, Governance Officer

SUMMARY

Minutes of the Council Meeting held on 24 November 2016 are submitted for acceptance by Council

MINUTES

ORDINARY COUNCIL MEETING

24 November at 10:00am

COUNCILBIZ OFFICE DARWIN

TABLE OF CONTENTS

| | | |
|----|--------------------------------------------------------------------------------------------------|----|
| 1 | PERSONS PRESENT | 10 |
| 2 | PRESENTATION FROM DEPARTMENT OF HOUSING AND COMMUNITY SERVICES REGARDING COMPLIANCE REPORT | 10 |
| 3 | APOLOGIES AND LEAVE OF ABSENCE..... | 11 |
| 4 | RESIGNATION OF COUNCILLOR LEON MELPI..... | 11 |
| 5 | CONFIRMATION OF MINUTES | 11 |
| 6 | DECLARATION OF INTEREST OF MEMBERS OR STAFF | 12 |
| 7 | INCOMING/OUTGOING CORRESPONDENCE..... | 12 |
| 8 | COUNCILLOR REPORTS..... | 13 |
| 9 | LATE REPORTS | 13 |
| 10 | ACTING CHIEF EXECUTIVE OFFICER REPORT | 13 |
| 11 | ORGANISATIONAL STRUCTURE | 14 |
| 12 | HUMAN RESOURCES REPORT | 14 |
| 13 | FINANCE REPORTS..... | 15 |
| 14 | DEDUCTION AUTHORITY | 16 |
| 15 | TRADITIONAL CREDIT UNION UNRECONCILED ACCOUNT SUMMARY | 17 |
| 16 | COMMON SEAL | 17 |
| 17 | GENERAL BUSINESS..... | 17 |
| 18 | COMMUNITY SERVICES MANAGER AND COMMUNITY OPERATIONS MANAGER’S REPORT – WADEYE | 19 |
| 19 | REGIONAL SERVICES MANAGER REPORT – PALUMPA..... | 20 |
| 20 | REGIONAL SERVICES MANAGER REPORT – PEPPIMENARTI..... | 20 |
| 21 | CLOSURE OF MEETING FOR CONFIDENTIAL ITEMS..... | 21 |
| 22 | CLOSE OF MEETING..... | 21 |
| 23 | NEXT MEETING | 21 |

WEST DALY REGIONAL COUNCIL DISCLAIMER

No responsibility is implied or accepted by the West Daly Regional Council for any act, omission or statement or intimation occurring during Council or committee meetings.

The West Daly Regional Council disclaims any liability for any loss whatsoever and howsoever caused arising out of reliance by any person or legal entity on any such act, omission or statement or intimation occurring during Council or committee meetings.

Any person or legal entity who acts or fails to act in reliance upon any statement, act or omission made in a Council or committee meeting does so at that person's or legal entity's own risk.

In particular and without detracting in any way from the broad disclaimer above, in any discussion regarding any planning application or application for a licence, any statement or intimation of approval made by any member or officer of the West Daly Regional Council during the course of any meeting is not intended to be and is not taken as notice of approval from the West Daly Regional Council.

The West Daly Regional Council advises that anyone who has any application lodged with the West Daly Regional Council shall obtain and should only rely on **WRITTEN CONFIRMATION** of the outcome of the application, and any conditions attaching to the decision made by the West Daly Regional Council in respect of the application.

Michael Freeman
Acting Chief Executive Officer



WEST DALY REGIONAL COUNCIL
Agenda Special Council Meeting – 15 December 2016

MINUTES
ORDINARY COUNCIL MEETING
TO BE HELD AT THE COUNCILBIZ OFFICE
ON 24 NOVEMBER 2016
COMMENCING AT 10.00AM

Mayor of the West Daly Regional Council Harold Wilson declared the meeting open at - 10:00am and welcomed all in attendance.

1. PERSONS PRESENT

ELECTED MEMBERS PRESENT

| | |
|--------------|----------------|
| Mayor | Harold Wilson |
| Deputy Mayor | Andrew Brown |
| Councillor | Mark Martin |
| Councillor | Ralph Narburup |
| Councillor | Wally Minjin |

STAFF PRESENT

| | |
|---------------------------------------|------------------|
| Acting Chief Executive Officer | Michael Freeman |
| Acting Deputy Chief Executive Officer | Ramesh Pudasaini |
| Finance and Admin Team Leader | Rebecca Purser |

PERSONS PRESENT

| | |
|------------------------------------------------------------------------------------------------|-----------------|
| Local Government Regional Manager | Nathaniel Knapp |
| Director Sustainability and Compliance – Department of Housing and Community Development | Meeta Ramkumar |

2. PRESENTATION FROM DEPARTMENT OF HOUSING AND COMMUNITY SERVICES REGARDING COMPLIANCE REPORT

Meeta Ramkumar, Director Sustainability and Compliance – Department of Housing and Community Development outlined the process for compliance reviews and advised that the compliance review draft report had been completed. There were 39 identifiable issues which is significantly high in comparison to other Councils. Council was informed that it has until the 16th December 2016 to respond otherwise the report will automatically be deemed to be accepted by Council. Mayor Harold Wilson advised that he wishes to keep the report confidential at this stage until Council has had an opportunity to respond after which the report will be available to the public.

Meeta Ramkumar left the meeting at 10:32am

3. APOLOGIES AND LEAVE OF ABSENCE

Nil apologies received.

RECOMMENDATION

That Council receive and notes that there were nil apologies for the Ordinary Council Meeting.

Moved: Clr. Wally Minjin
Seconded: Clr. Ralph Narburup
Carried: Unanimously

4. RESIGNATION OF COUNCILLOR LEON MELPI

It was noted that Councillor Melpi resigned on 23rd November 2016.

RECOMMENDATION

That Council receive and notes the resignation letter from Councillor Melpi dated 23 November 2016.

Moved: Clr. Wally Minjin
Seconded: Clr. Ralph Narburup
Carried: Unanimously

5. CONFIRMATION OF MINUTES

RECOMMENDATION

That the Minutes of the Council meeting held on 21st September 2016 be confirmed as a true and correct record of the meeting

Moved: Clr. Ralph Narburup
Seconded: Clr. Mark Martin
Carried: Unanimously

RECOMMENDATION

That the Minutes of the Special Council meeting held on 10th November 2016 be confirmed as a true and correct record of the meeting

Moved: Deputy Mayor Andrew Brown
Seconded: Clr. Mark Martin
Carried: Unanimously

6. DECLARATION OF INTEREST OF MEMBERS OR STAFF

Nil Declarations noted

RECOMMENDATION

That Council receives the declarations of interest as listed for the Ordinary General Meeting held 24 November 2016.

Moved: Clr. Andrew Brown
Seconded: Clr. Ralph Narburup
Carried: Unanimously

7. INCOMING/OUTGOING CORRESPONDENCE

Author: Shae Reilly, Administration Assistant
Attachments: Mail Register

Councillors perused the incoming and outgoing correspondence register. There were no requests to provide copies of any correspondence.

In addition, it was noted that the Acting CEO received a letter from the Department of Housing and Community Development on 23 November 2016 regarding the compliance report.

Mayor Wilson advised that he would like an opportunity to peruse and consider the report prior to the report being made public.

RECOMMENDATION

1. THAT Council receives and notes the correspondence received and sent on behalf of Council.

2. That Council receive the report from the Department of Housing and Community Development and moved to keep the correspondence confidential until Council has considered the report.

Moved: Clr. Mark Martin
Seconded: Clr. Ralph Narburup
Carried: Unanimously

8. COUNCILLOR REPORTS

Nil

9. LATE REPORTS

Nil

10. ACTING CHIEF EXECUTIVE OFFICER REPORT

Author: Michael Freeman, Acting Chief Executive Officer

It was noted that Mayor Wilson will be unable to attend the LGANT meeting. Deputy Mayor Andrew Brown is also unavailable to attend and Councillor Ralph Narburup was elected to attend on behalf of the Council.

The Acting CEO advised that a letter has been forwarded to and signed by each of the delegated managers regarding delegation. The letter was also followed up with a conversation with each delegated manager so that there were clear instructions regarding what their delegation authority is.

Acting CEO also advised that three major contractors to Council were requested to provide a status report. Two of the three have been received and we are following up with the third.

Funding departments have also made contact regarding various funding contracts. PM&C have sought the Acting CEO's attendance at a meeting regarding the delivery of certain programs.

In regards to the dual roles ie: General Manager of CouncilBIZ and Acting CEO for West Daly Regional Council, the Acting CEO advised that he will attend the CouncilBIZ meetings but will not vote on any matters due to a potential conflict of interest.

RECOMMENDATION

1. THAT Council receive and notes the Acting Chief Executive Officer's report.
2. THAT Council confirm the appointment of the Acting Chief Executive Officer to the Board of CouncilBIZ, but request that a conflict of interest be avoided on any voting matters.
3. That Councillor Ralph Narburup attend the LGANT meeting on behalf of Mayor Wilson

Moved: Clr. Wally Minjin

Seconded: Clr. Mark Martin

Carried: Unanimously

11. ORGANISATIONAL STRUCTURE

Author: Michael Freeman, Acting Chief Executive Officer

It was discussed that it is a legislative requirement that all Council's have an Organisation Chart.

Council has employees in positions that do not exist on the approved Organisational Chart. A new chart has been prepared to more accurately reflect the Council however the incoming CEO will need to review same. For legality reasons, it was suggested to adopt the chart in the interim.

RECOMMENDATION

THAT Council approves the interim Organisation Structure pending a review by the incoming CEO

Moved: Clr. Ralph Narburup

Seconded: Clr. Wally Minjin

Carried: Unanimously

12. HUMAN RESOURCES REPORT

Author: Cathy Bottrell, Human Resources Advisor

Deputy Mayor Andrew Brown questioned where the 54 staff are at Wadeye. It was suggested that a list of staffing for each community be available at the next meeting detailing the position, the position description and whether the job is full time or part time.

ACTION: HR Advisor to compile a list of staffing for each community which details whether the employee is full time/part time and what position they fill

It was also noted that as a WDRC permanent employee you can not have two jobs without having written permission and approval from the CEO.

11:14am – Wally Minjin left the room.

11:17am – Wally Minjin returned to the room

Aged care was discussed extensively, in particular the sub-contracting of aged care and the risk that the explicit responsibility ultimately lies with the council. It was agreed that a briefing day would be needed as to whether we sub contract or not. The Acting CEO is to prepare a report regarding Aged Care.

ACTION: Acting CEO to prepare a report regarding Aged Care for discussion.

11:31am Ramesh Pudasaini left the room

11:33am Ramesh Pudasaini returned to the meeting

11:34am Ralph Narburup left the room

RECOMMENDATION

That Council receives and notes the Human Resources Report.

Moved: Deputy Mayor Andrew Brown

Seconded: Clr. Wally Minjin

Carried: Unanimously

Note that Ralph Narburup was not present for this recommendation.

13. FINANCE REPORTS

Author: Ramesh Pudasaini, Acting Deputy Chief Executive Officer/Senior Financial Consultant

Deputy Mayor Andrew Brown asked whether it was good to have unspent grants sitting in the bank account. Senior Financial Consultant advised that the interest is not that great and in fact we now have to pay interest back to Prime Minister and Cabinet for interest earned on unspent grant money.

11:44am – Ralph Narburup returned to the meeting.

11:46 am – Harold Wilson left the meeting

11:47 am – Harold Wilson returned to the meeting

11:49am – Wally Minjin left the meeting

11:52am – Wally Minjin returned to the meeting

RECOMMENDATION

THAT Council receives and notes the Finance Report for the month of October 2016.

Moved: Clr. Andrew Brown
Seconded: Clr. Ralph Narburup
Carried: Unanimously

14. DEDUCTION AUTHORITY

Author: Ramesh Pudasaini, Acting Deputy Chief Executive Officer/Senior Financial Consultant

RECOMMENDATION

1. Any travel allowance or additional costs incurred by Councillors can be deducted from fortnightly allowance payment without further approval from Councillors.
2. Before final settlement of these dues, if any Councillor resigns, Council have authority to deduct full remaining amount before paying final amount.

Moved: Clr. Mark Martin
Seconded: Clr. Ralph Narburup
Carried: Unanimously

14. TRADITIONAL CREDIT UNION UNRECONCILED ACCOUNT SUMMARY

Author: Ramesh Pudasaini, Acting Deputy Chief Executive Officer/Senior Financial Consultant

RECOMMENDATION

THAT Council acknowledge and agree to write off the amount of \$1,495.27.

Moved: Clr. Andrew Brown
Seconded: Clr. Mark Martin
Carried: Unanimously

16. COMMON SEAL

Author: Rebecca Purser, Finance and Admin Team Leader

It was discussed that any documentation/agreement requiring the use of the Common Seal shall be brought to the Ordinary Council Meetings and noted on the Common Seal Register.

RECOMMENDATION

That Council receives and notes and ratifies the use of the Common Seal on:

1. 12/10/16 – NTG Dept. of Housing & Community Development (Grants Agreement: MESSPG \$556,582 – 6x projects)
2. 12/10/16 – NTG Dept. of Housing & Community Development (Variation to Grants Agreement: MES Housing and Homeland Extras Allowance \$121,458)
3. 27/10/16 – Aust. Government Department of Education and Training (Deed of Variation: Emu Point Creche)
4. 7/11/16 – Aust. Government Department of Prime Minister and Cabinet (Community Night Patrol Building Deed of Variation)

Moved: Clr. Ralph Narburup
Seconded: Clr. Wally Minjin
Carried: Unanimously

17. GENERAL BUSINESS

17.1 Christmas Holiday

Author: Cathy Bottrell, Human Resources Advisor

RECOMMENDATION

That Council receives and notes and authorises the distribution of the memorandum regarding Christmas Holidays to all staff.

Moved: Deputy Mayor Andrew Brown
Seconded: Clr. Mark Martin
Carried: Unanimously

17.2 AMENDMENT TO FEES AND CHARGES

Author: Ramesh Pudasaini, Acting Deputy Chief Executive Officer/Senior Financial Consultant

Clarification was provided that the hourly rate for the use of the Dingo includes labour.

It was queried whether we can hire out the tilt tray at a fixed rate from Wadeye to Darwin and return rather than the \$3.00 per kilometre rate. The \$3.00 per kilometre rate should apply for usage between Wadeye, Palumpa and Peppimenarti. An amount of \$500.00 was discussed as the fixed fee rate.

12:10pm - Meeting adjourned for lunch for 30 minutes.

12:39pm - Mayor Harold Wilson resumed the meeting.

RECOMMENDATION

That Council approve the amendments of Fees and Charges for FY16/17

Moved: Clr. Andrew Brown
Seconded: Clr. Ralph Narburup
Carried: Unanimously

17.3 VARIATION TO NIGHT PATROL BUILDING

Author: Chris Gipp, Acting Night Patrol Team Leader

The building required variations. Council is extremely dissatisfied with the amount of variations and the reasons for the variations. It was noted that a fourth variation maybe expected in regards to the drainage as there is no drainage.

RECOMMENDATION

That Council receives and notes the report from the Night Patrol Team Leader and ratifies the acceptance of variations 1 and 2.

That Council receives and notes and accepts Variation 3 to the Night Patrol Building.

Moved: Clr. Ralph Narburup
Seconded: Clr. Andrew Brown
Carried: Unanimously

RECOMMENDATION

Council accepts that the Variations are required however, Council has expressed its' extreme disappointment with the process.

Moved: Clr. Mark Martin
Seconded: Clr. Ralph Narburup
Carried: Unanimously

18. COMMUNITY SERVICES MANAGER AND COMMUNITY OPERATIONS MANAGER'S REPORT – WADEYE

Author: Michael Fitisemanu, Community Services Manager
Scott Page, Acting Community Operations Manager

Deputy Mayor Brown asked if it has been noted that approximately 300 tonne of concrete has been dumped at Wadeye Dump. A negotiation with Sitzler is required in regards to seeking compensation from Sitzler.

ACTION: Council has instructed CEO to negotiate with Sitzler regarding compensation for the use of the Wadeye Dump.

Nathaniel Knapp has strongly advised Council that we should implement a waste management fee and also suggested that the Wadeye report be split into two ie: one from the Community Services Manager and one from the Acting Community Operations Manager.

Stealing batteries from the outstations was raised. Outstations are supposed to safe guard their assets. Acting CEO advised that it is really a matter for police.

RECOMMENDATION

That Council receives and notes the Community Services Manager and Acting Community Operations Manager's report for Wadeye.

Moved: Deputy Mayor Andrew Brown

Seconded: Clr. Ralph Narburup

Carried: Unanimously

19. REGIONAL SERVICES MANAGER REPORT – PALUMPA

Author: Steven Horton, Community Services Manager

Discussion took place in regards to the lack of meal delivery services. We are receiving funding to provide the meals so we are not currently meeting obligations.

No names are to be on the reports from the Community Services Managers as this is a breach in confidentiality.

Staff not turning up to work was discussed. An instruction to employees needs to be reiterated to the employees that they must tell the Community Services Manager if they are going to be away/absent.

Staff issues should not be reported on the in CSM reports. It should all be under the report from HR Advisor.

RECOMMENDATION

That Council receives and notes the Community Services Manager's report for Palumpa.

Moved: Clr. Ralph Narburup

Seconded: Clr. Wally Minjin

Carried: Unanimously

20. REGIONAL SERVICES MANAGER REPORT – PEPPIMENARTI

Author: Glenn Parker, Community Services Manager

Nathaniel Knapp advised that we have received good feedback regarding the Local Authority Meetings for Palumpa and Peppimenarti.

CSM for Peppimenarti will need to follow up regarding nomination forms.

RECOMMENDATION

That Council receives and notes the Community Services Manager's report for Peppimenarti including the appointment of the three local authority members, who are:

1. Henry Wilson
2. Dean Wilson
3. Josephine Miler

Moved: Clr. Mark Martin
Seconded: Clr. Ralph Narburup
Carried: Unanimously

21. CLOSURE OF MEETING FOR CONFIDENTIAL ITEMS

CONFIDENTIAL: Section 65(2), regulations part 4 8(d) information subject to an obligation of confidentiality at law, or in equity

CONFIDENTIAL: Section 65(2), regulations part 4 8(c)(i) Commercial Prejudice

CONFIDENTIAL: Section 65(2), regulations part 4 8(c)(i) Commercial Prejudice; and part 4 8(c)(ii) Legal Prejudice

CONFIDENTIAL: Section 65(2), regulations part 4 8(c)(i) Commercial Prejudice

22. CLOSE OF MEETING

Time: 1:21pm

23. NEXT MEETING

The next Ordinary General Meeting of West Daly Regional Council will be held in Darwin on Wednesday 25th January 2017 with a briefing meeting to be held on Tuesday 24th January 2017 in Darwin.

STATUTORY REQUIREMENT

The minutes as submitted must comply with part section 67(2) Local Government Act 2011 and that confirmation of minutes is compliant with section 67(3) of the Local Government Act 2011.



WEST DALY REGIONAL COUNCIL
Agenda Special Council Meeting - 15 December 2016

Recommendation:

THAT the minutes of the Ordinary Council Meeting held on 24 November 2016 be confirmed as a true and correct record.

Moved:

Second:

Carried:



WEST DALY REGIONAL COUNCIL

Agenda Special Council Meeting – 15 December 2016

5 CEO REPORT

Author: Michael Freeman, Acting CEO

DISCUSSIONS

Meetings

30th Nov – 2 Dec; LGANT AGM and CEO Forum (Met Minister)
6th Dec; NTG Department of Tourism and Culture – Sports & Rec section
7th and 8th Dec; Senior managers meeting RSM's and HR, and Admin
8th Dec; CEO Scott McIntyre TDC

Tenders Available

Department of Infrastructure, Planning and Logistics
Darwin Region - Wadeye - Lot 528 - Upgrade Works Community Morgue T16-1808A
Closes 4th January 2017.



WEST DALY REGIONAL COUNCIL Agenda Special Council Meeting – 15 December 2016

Homelands Information

This information is requested by the Regional and Remote Services Unit, and impacts funding allocations for 2017-18.

| West Daly Regional Council | | | | Information for 2017-18 | | | | |
|----------------------------|----------------|-----------------------------|----------------|------------------------------------------|-----------------------------------------|--------------------------------|------------------------------|----------|
| 2016-17 Information | | | | Number of Permanently Occupied Dwellings | Number of Seasonally Occupied Dwellings | Number of Unoccupied Dwellings | Current Estimated Population | Comments |
| Com Id | Community Name | Funded Dwellings in 2016-17 | Community Type | 75-100% of the year | 60-75% of the year | | | Comments |
| 435 | Wudapuli | 4 | Homeland | 2 | 4 | 2 | 6 | |
| 435 | Wudapuli MES | 13 | Homeland | 7 | 10 | 5 | 12 | |
| 716 | Nemarluk | 6 | Homeland | 6 | 6 | 0 | 27 | |
| 717 | Merrepen | 6 | Homeland | 5 | 6 | 1 | 29 | |
| 718 | Kuy | 4 | Homeland | 2 | 4 | 2 | 23 | |
| 775 | Deleye | 3 | Homeland | 3 | 4 | 1 | 7 | |
| 884 | Mulingi | 2 | Homeland | 2 | 3 | 1 | 2 | |
| 911 | Fossil Head | 4 | Homeland | 2 | 4 | 2 | 11 | |
| 914 | Old Mission | 4 | Homeland | 2 | 4 | 2 | 5 | |
| 962 | Uminyuluk | 2 | Homeland | 2 | 2 | 0 | 5 | |
| 1026 | Nama | 1 | Homeland | 1 | 1 | 0 | 2 | |
| 1026 | Nama MES | 13 | Homeland | 7 | 11 | 4 | 26 | |
| | Redcliffe | 1 | Homeland | 1 | 1 | 0 | 5 | |

RECOMMENDATION

THAT Council receive the report from the Acting CEO

Moved: Clr.
 Seconded: Clr.
 Carried:

6 COUNCIL VACANCY

Author: Michael Freeman, Acting CEO

DISCUSSIONS

The Law

Section 39(5) of the *Local Government Act* states:

(5)(a) if a casual vacancy occurs within 18 months or less before the next general election, the council may (in accordance with its policy) co-opt a person to fill the vacancy until the next general election.

Current Situation

Mr Melpi resigned from Council effective 23rd November 2016.

The next general election is scheduled for August 2017.

Council does not have a policy on co-opting persons. Therefore, a policy would need to be developed before a person could be co-opted.

The ward Mr Melpi represented has other representatives.

A by-election is not required and is not cost effective.

RECOMMENDATION

THAT Council declines to seek a by-election, and declines to co-opt a person to fill the casual vacancy on Council.

Moved: Clr.

Seconded: Clr.

Carried:



WEST DALY REGIONAL COUNCIL
Agenda for Special Council Meeting – 15 December 2016

7 CORRESPONDENCE

Author: Rebecca Purser, Governance Officer

SUMMARY

The incoming and outgoing correspondence register is listed below for Council's perusal and comments.

INCOMING Correspondence:

| | | | | | | |
|-----------|----------------|-----------------------------------------------------|------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|------------------|
| 5/12/2016 | Rebecca Purser | NT Govt. - Dept. of Housing & Community Development | Letter via Email | RE: Acknowledgement WDRC 2015-16 Annual Report | 5/12/2016 | Michael |
| 5/12/2016 | Acting CEO | Minister for Housing & Community Development | Media Release | RE: \$2 million annual increase to strengthen local government. | 5/12/2016 | Michael |
| 6/12/2016 | Acting CEO | NT Govt. - Dept. of Housing & Community Development | Letter | RE: SPG Round 1 2016-17 - Unsuccessful grant application for \$99,779 to purchase second hand water truck. \$109516 to renovate Lot 363 Duplex at Wadeye | 6/12/2016 | Michael / Ramesh |
| 8/12/2016 | Glenda Teede | NT Govt. - Dept. of Housing & Community Development | Letter | RE: Labour Government commitment to tackling housing deficit in remote communities | 8/12/2016 | Michael / Ramesh |
| 9/12/2016 | Acting CEO | NT Govt. - Dept. of Housing & Community Development | Letter | RE: Local Government 2016-17 NT Operational Subsidy Funding Increase | 9/12/2016 | Michael / Ramesh |

1. Letter from NTG – Department of Housing and Development regarding Special Purpose Grants
Round 1 – 2016/17



Local Government Division
Ground Floor RCG House
83-85 Smith Street
Darwin NT 0800

Postal Address
GPO Box 2850
Darwin NT 0801

T 081 8999 6641
F 081 8999 9437

File Ref: LGR2016/00099
LGR2016/00046

Mr Michael Freeman
A/Chief Executive Officer
West Daly Regional Council
PO Box 2047
PARAP NT 804

Dear Mr Freeman

Special Purpose Grants Round 1 - 2016-17

I am writing in relation to the applications you submitted to the Department of Housing and Community Development for consideration in the 2016-17 special purpose grant program.

I can now advise you that the applications outlined below have been unsuccessful.

- \$99 779 to purchase a second hand water truck for civil works and
- \$109 516 to renovate staff accommodation at lot 363 duplex (units 1 & 2) in Wadeye which will include new flat pack kitchen, bathroom renovations, repaint, electrical repairs and installation of air conditioners.

Applications for the second round of 2016-17 special purpose grants will be requested around February 2017. The department will write to you in regard to this process.

Unsuccessful submissions will not be considered in future grant rounds. Your council will need to formally submit all applications it wishes to be considered as part of the second round of the 2016-17 special purpose grant program.

If you have any queries regarding the special purpose grant processes please contact Mr Peter Thornton on 8999 8523 or email at peter.thornton@nt.gov.au.

Yours sincerely



SHAUN HARDY
A/Executive Director
29 November 2016

2. Media Release on behalf of the Hon. Gerry McCarthy MLA, Minister for Housing and Community Development - \$2 Million Annual Increase to Strengthen Local Government

MEDIA RELEASE

GERRY MCCARTHY
MINISTER FOR HOUSING & COMMUNITY DEVELOPMENT

\$2 million annual increase to strengthen local government

Under embargo until 12 noon 2 December 2016

The Minister for Housing and Community Development Gerry McCarthy has announced an annual \$2 million increase to local government operational funding to assist in asset management and improve service delivery.

Minister McCarthy said at the Local Government Association of the Northern Territory's (LGANT) annual general meeting in Alice Springs today, the new grant would expand the capacity of the nine regional and three shire councils.

"Local governments are vital to drive jobs and grow the economy in regional and remote areas, while delivering services such as improving road quality, waste management, storm water drainage, cemetery upgrades and the development of parks and green streetscapes," Minister McCarthy said.

"These new funds will expand the capacity of councils to take on much needed projects."

The Territory's regional and remote populations are increasing, along with the demands on local government.

These new funds honour the pre-election commitment by the Chief Minister Michael Gunner, in response to LGANT's request to increase local government funding.

This new funding commences this financial year and includes \$1.5 million for *NT Operational Subsidy*, such as the purchase of plant and equipment and operational costs, while the other \$500,000 will add to the *Special Purpose Grants* pool to assist councils in their delivery of services.

An additional \$5 million for the *Strategic Local Government Infrastructure Fund* recently announced will commence in 2017-18.

The Department is developing guidelines on how the \$5 million *Strategic Local Government Infrastructure Fund* will be administered to achieve the maximum benefit for local government infrastructure in remote communities.

"We also committed to more local decision-making because we believe this is how the right decisions are made," Minister McCarthy said.

"We want to work with regional councils to encourage greater delegation of decision making to their local authorities.



WEST DALY REGIONAL COUNCIL Agenda Special Council Meeting – 15 December 2016

"This will include investing in strategic infrastructure, providing high quality training for council members and staff and proposing the development of a new *Local Government Act* and new *Cemeteries Act*.

"The NT Government, local government and LGANT have to work in partnership to fortify the local government sector in the Territory."

Consultation with stakeholders has commenced.

Media contact: Emmanuelle Clarke 0428 497 154



WEST DALY REGIONAL COUNCIL

Agenda for Special Council Meeting – 15 December 2016

OUTGOING Correspondence:

| | | | | | |
|-----------|--------------------------|---------------------------------------|--------|-------------------------------------------------------------------|-----------------|
| 2/12/2016 | NT Electoral Commission | GPO Box 2419 DARWIN NT 0801 | Letter | RE: Casual Vacancy (Leon Melpi) | Michael Freeman |
| 2/12/2016 | Leon Melpi | C/ Wadeye Post Office, WADEYE NT 0822 | Letter | RE: Acceptance of Resignation | Michael Freeman |
| 2/12/2016 | LGANT - Mr. Tony Tapsell | 21 Parap Road, PARAP NT 0820 | Letter | RE: Resolution from OCM Appoint Acting CEO to board of CouncilBIZ | Michael Freeman |

RECOMMENDATION

THAT Council receives and notes the correspondence received and sent on behalf of Council.

Moved: Clr.

Seconded: Clr.

8 FINANCIAL REPORTS

Author: Ramesh Pudasaini, Acting Deputy CEO / Senior Financial Consultant

Purpose

To provide financial information for the month of November 2016 by providing information on issues related to cash ratio, cash and bank balance, income and expenses of Core and Agency funded programs, variance analysis and information on large debtors and creditors.

Background

In conjunction with WDRC, CouncilBiz is responsible for preparing the council's budget and overseeing all accounting procedures including accounts payable, accounts receivable and rates receivable, cash and bank administration, procurement, grants supervision, budget monitoring and all other necessary functions to run day to day financial activities of the council.

Financial Overview

| <u>Financial Snapshot</u> | Nov-16 | Oct-16 | Variance | |
|-----------------------------------|---------------|---------------|-----------------|-----------|
| <u>Current Assets</u> | | | | |
| Cash & Bank | 5,389,453 | 5,716,605 | (327,152) | Decreased |
| Receivable | 960,231 | 954,675 | 5,556 | Increased |
| <u>Current Liabilities</u> | | | | |
| Staff Liability | 349,608 | 418,871 | (69,263) | Decreased |
| Trade & Other Liability | 918,035 | 856,558 | 61,477 | Increased |
| Unspent Grants (tied fund) | 5,091,209 | 5,197,526 | (106,317) | Decreased |
| PO Commitment (tied fund) | 256,694 | 84,538 | 172,156 | Increased |

| Non Current Assets | Fair Value | Acc. Dep | Net Value |
|---------------------------|-------------------|------------------|-------------------|
| Buildings | 20,866,345 | 3,075,309 | 17,791,036 |
| Road Infrastructures | 3,377,270 | 1,058,296 | 2,318,974 |
| Plant & Equipment | 1,449,277 | 718,057 | 731,220 |
| Structures | 412,156 | 118,715 | 293,441 |
| Furniture & Fittings | 85,213 | 31,644 | 53,569 |
| Motor Vehicle | 1,266,432 | 594,992 | 671,440 |
| Site Improvements | 1,750,851 | 481,799 | 1,269,052 |
| Total | 29,207,544 | 6,078,812 | 23,128,732 |

| Financial Snapshot | Nov-16 | Monthly Average | Oct-16 | Monthly Average | Variance | |
|---------------------------|---------------|------------------------|---------------|------------------------|-----------------|-----------|
| Income | 10,313,482 | 2,062,696 | 5,885,792 | 1,471,448 | 4,427,690 | Increased |
| Expenses | | | | | | |
| Expenses - Staff | 2,135,626 | 427,125 | 1,730,177 | 432,544 | 405,449 | Increased |
| Expenses - Councillors | 111,387 | 22,277 | 84,868 | 21,217 | 26,519 | Increased |
| Expenses - Others | 3,179,111 | 635,822 | 2,649,980 | 662,495 | 529,131 | Increased |

Cash and Investment

| | Nov-16 | Oct-16 | Variance |
|-------------|---------------|---------------|-----------------|
| Cash & Bank | 5,389,453 | 5,716,605 | (327,152) |

Cash on hand at the end of November 2016 was \$5,389,453 and is the equivalent of 6.08 months cash capacity based on average year to date payments of \$885k to suppliers, councillors and employees (excluding depreciation).

Out of total cash & bank, \$3.5m has been deposited in short term deposit for higher interest rate.



WEST DALY REGIONAL COUNCIL

Agenda Special Council Meeting – 15 December 2016

| Product | Actual Balance | Available Balance | Interest Rate | Maturity |
|--------------------|----------------|-------------------|---------------|------------|
| Fixed Term Deposit | \$500,000.00 | \$0.00 | 2.37% | 8/02/2017 |
| Fixed Term Deposit | \$1,000,000.00 | \$0.00 | 2.24% | 28/12/2016 |
| Fixed Term Deposit | \$1,000,000.00 | \$0.00 | 2.24% | 28/12/2016 |
| Fixed Term Deposit | \$1,000,000.00 | \$0.00 | 2.40% | 8/12/2016 |

Current Ratio

The current ratio identifies the Council's ability to meet short term financial obligation.

Current Ratio - November 2016

0.96

| Current Assets | | Current Liabilities | |
|-----------------|------------------|----------------------------------------|------------------|
| Cash & Bank | 5,389,453 | Payables - Trades | 772,828 |
| Receivable | 933,774 | Payables - Others | 94,691 |
| Prepayments | 26,457 | Payable Funding Agency | 50,516 |
| Less: | | Add: | |
| Staff Liability | 349,608 | Unspent Tied Grants (Agency & Core) | 5,091,209 |
| | | Commitment Amounts | 256,694 |
| | 6,000,076 | | 6,265,938 |

Current Ratio - October 2016

1.02

| Current Assets | | Current Liabilities | |
|-----------------|------------------|----------------------------------------|------------------|
| Cash & Bank | 5,716,605 | Payables - Trades | 736,162 |
| Receivable | 922,083 | Payables - Others | 68,239 |
| Prepayments | 32,592 | Payable Funding Agency | 52,157 |
| Less: | | Add: | |
| Staff Liability | 418,871 | Unspent Tied Grants (Agency & Core) | 5,197,526 |
| | | Commitment Amounts | 84,538 |
| | 6,252,409 | | 6,138,622 |

The current ratio 0.96 and will gradually decrease over the period as Council unspent grants received in advance will be used during the period. Operating Grants has been already received for 1st half of the Fiscal Year.



WEST DALY REGIONAL COUNCIL Agenda Special Council Meeting – 15 December 2016

Note: While calculating current ratio; unspent grant (tied only) and commitment amount has been add back as liability.

Receivables / Debtors

Total receivable amount at the month end of November 2016 is \$960k including doubtful debts provision of \$42k.

| Receivable | Nov-16 | Oct-16 |
|--------------------------|----------------|----------------|
| Receivables P & R Rates | 859,123 | 859,123 |
| Receivables Trade | 62,016 | 52,236 |
| Accrued Income | 3,652 | 4,119 |
| Inventory - Fuel | 17,992 | 20,698 |
| Receivables Others | 32,680 | 27,596 |
| Prepayments General | 26,457 | 32,592 |
| Doubtful Debts Provision | (41,689) | (41,689) |
| Total | 960,231 | 954,675 |

Prepayment General is related to FBT and insurance charges and will be adjusted during the year.

Accrued Income is related to Interest Income and receivable others related to Security bond for rental property and workers compensation claim.

Trade Debtors Age Analysis

The table below compares aged analysis of current, 30 days, 60 days and 90 days for the month of November 2016.



WEST DALY REGIONAL COUNCIL
Agenda Special Council Meeting – 15 December 2016

| Trade Debtor's Account - Age Analysis | Nov-16 | Oct-16 |
|----------------------------------------------|---------------|---------------|
| Current | 16,972 | 35,573 |
| Over 30 days | 37,216 | 3,619 |
| Over 60 days | 441 | 3,487 |
| Over 90 days | 7,387 | 9,557 |
| Total | 62,016 | 52,236 |

Creditors / Payables

As at end of November 2016, total payable amount outstanding is \$1,267k, the detail break down is listed below;

| Payables | Nov-16 | Oct-16 |
|----------------------------------------|------------------|------------------|
| Payables - Employees (Leave Provision) | 349,608 | 418,871 |
| Payables - Trades | 772,828 | 736,162 |
| Payables - Others | 94,691 | 68,239 |
| Payables - Funding Agency (Grants) | 50,516 | 52,157 |
| Total | 1,267,643 | 1,275,429 |

Payable Employees figure is made of provision for Annual Leave and Long Service Leave. Payable others are made of; PAYG - \$90k and GST Payables.

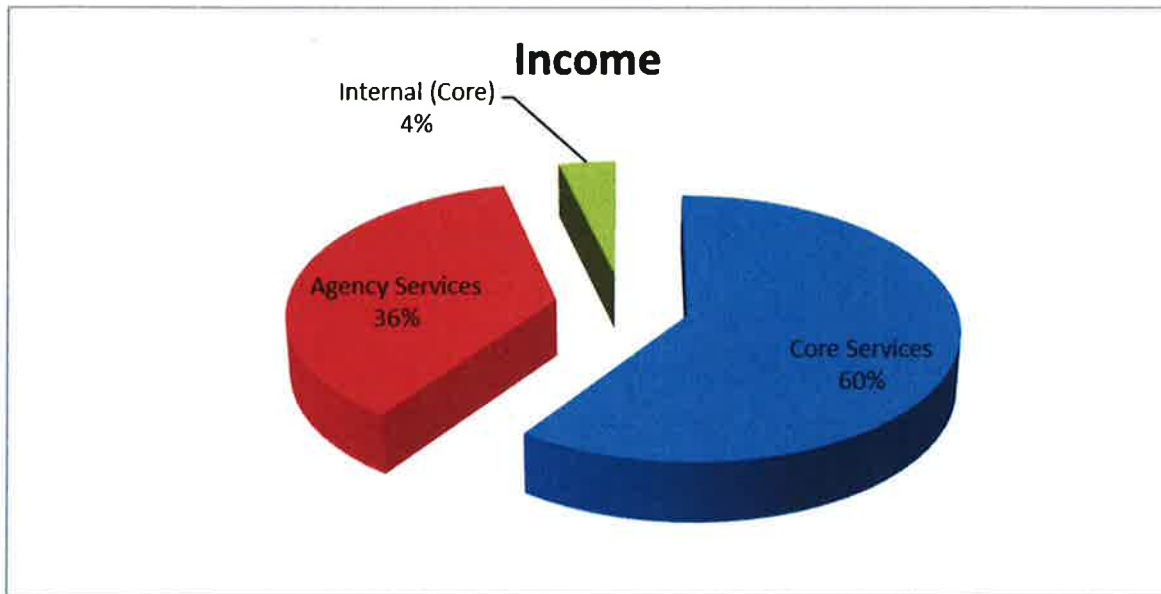
The table below compares aged analysis of current, 30 days, 60 days and 90 days for the month of November 2016.

| Creditor's Account - Age Analysis | Nov-16 | Oct-16 |
|------------------------------------------|----------------|----------------|
| Current | 30,517 | 18,993 |
| Over 30 days | 5,761 | 715,971 |
| Over 60 days | 736,278 | 923 |
| Over 90 days | 272 | 275 |
| Total | 772,828 | 736,162 |

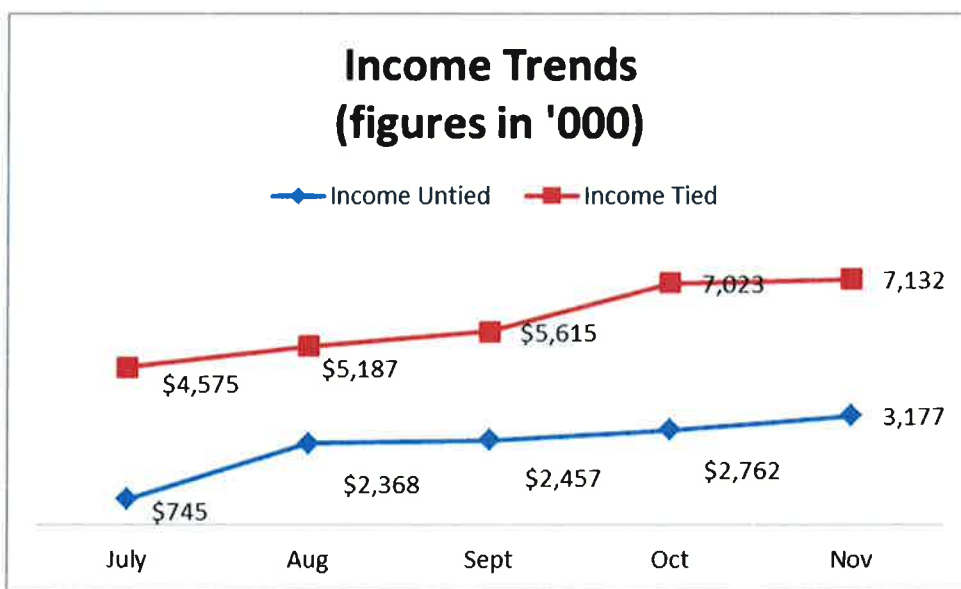
Summary of Revenue & Expenditure

Revenue

Council received \$10.3m in revenue. Within income, Core (Council) revenue is \$6.15m; Agency revenue is \$3.76m and Internal Income of \$391k (Core)



While re-classifying as untied and tied,



Note: Internal allocation income of \$391k is also added into untied income.

Opening balance of various unspent grants (tied) of \$3.9m which were recognised as income in FY 15/16 (due to accounting standard) and adjusted back to tied grants in July.

Tied Income – Program

| Drag a column header here to group by that column | | | | | |
|---------------------------------------------------|-------------|-------------|--------------|---------------|-----------------|
| Program | Actual | Commitments | Total Actual | Annual Budget | Funds Available |
| ▶ AG - Aged Care Services | (2,122,647) | 0 | (2,122,647) | (2,349,442) | (226,795) |
| CH - Child Care Emu Point | (83,364) | 0 | (83,364) | (170,000) | (86,636) |
| CP - Community Patrol | (860,138) | 0 | (860,138) | (1,265,000) | (404,862) |
| CR - Community Program | (39,051) | 0 | (39,051) | (29,960) | 9,091 |
| CZ - Capital Purchases /... | (299,900) | 0 | (299,900) | (330,000) | (30,100) |
| EH - Environmental | (14,608) | 0 | (14,608) | (76,000) | (61,392) |
| ES - Essential Services | (73,002) | 0 | (73,002) | (121,000) | (47,998) |
| LA - Local Authorities | (829,517) | 0 | (829,517) | (416,286) | 413,231 |
| LI - Libraries | (150,994) | 0 | (150,994) | (113,000) | 37,994 |
| MB - Media and Broadca... | (100,755) | 0 | (100,755) | (166,000) | (65,245) |
| OC - Outstations and Ho... | (1,104,952) | 0 | (1,104,952) | (841,500) | 263,452 |
| RM - Road Maintenance | (1,178,031) | 0 | (1,178,031) | (1,969,635) | (791,604) |
| SG - Special Purpose Gr... | (144,708) | 0 | (144,708) | (242,008) | (97,300) |
| SR - Sport and Rec | (115,500) | 0 | (115,500) | (432,000) | (316,500) |
| VC - Vacation Care | (14,808) | 0 | (14,808) | (42,000) | (27,192) |

Untied Income – Program

| Drag a column header here to group by that column | | | | | |
|---------------------------------------------------|-------------|-------------|--------------|---------------|-----------------|
| Program | Actual | Commitments | Total Actual | Annual Budget | Funds Available |
| AC - Across Council Tied... | 3,899,436 | 0 | 3,899,436 | 0 | (3,899,436) |
| AD - Administration | (1,060,618) | 0 | (1,060,618) | (2,588,877) | (1,528,260) |
| CA - Commercial Arrange... | (266,167) | (75,721) | (341,889) | (653,000) | (311,112) |
| CF - Council Fund | (618,333) | 0 | (618,333) | (401,000) | 217,333 |
| CG - NTG Budget Assist... | 0 | 0 | 0 | (700,000) | (700,000) |
| HS - Housing - Staff Hou... | (10,281) | 0 | (10,281) | (22,500) | (12,219) |
| PL - Pools | (20,059) | 0 | (20,059) | (18,000) | 2,059 |
| RM - Road Maintenance | (419,098) | 0 | (419,098) | (809,316) | (390,218) |
| WM - Waste Management | (391,027) | 0 | (391,027) | (379,100) | 11,927 |

Tied Income – Fund

| Fund | Actual | Commitments | Total Actual | Annual Budget | Funds Available |
|------------------------------------------------|-----------|-------------|--------------|---------------|-----------------|
| 741 - ISLRF - Palumpa A... | (938,000) | 0 | (938,000) | (438,000) | 500,000 |
| 722 - NTG Local Authorit... | (829,517) | 0 | (829,517) | (416,286) | 413,231 |
| 711 - NTG - Health Hom... | (677,046) | 0 | (677,046) | (565,000) | 112,047 |
| 821 - AG - Night Patrol B... | (500,000) | 0 | (500,000) | 0 | 500,000 |
| 806 - AuGov - Night Patrol | (360,138) | 0 | (360,138) | (1,265,000) | (904,862) |
| 755 - NTG - Merrepen S... | (299,900) | 0 | (299,900) | (330,000) | (30,100) |
| ▶ 387 - NDRRA - Daly Riv... | (240,031) | 0 | (240,031) | (265,171) | (25,140) |
| 704 - NTG - Municipal &... | (228,552) | 0 | (228,552) | (320,000) | (91,449) |
| 807 - AuGov - NT Jobs ... | (204,869) | 0 | (204,869) | (381,000) | (176,131) |
| 746 - Ablution Block in F... | (180,000) | 0 | (180,000) | 0 | 180,000 |
| 705 - NTG - Outstations ... | (165,353) | 0 | (165,353) | (164,000) | 1,353 |
| 725 - Homelands Extra A... | (162,922) | 0 | (162,922) | (357,500) | (194,578) |
| 709 - NTG - Libraries | (150,994) | 0 | (150,994) | (113,000) | 37,994 |
| 736 - NTG - Wadeye To... | (144,708) | 0 | (144,708) | (52,008) | 92,700 |
| 742 - Deleye Solar/Batte... | (138,337) | 0 | (138,337) | 0 | 138,337 |
| 747 - Grading of Internal... | (100,000) | 0 | (100,000) | 0 | 100,000 |
| 805 - AuGov - Education... | (98,172) | 0 | (98,172) | (212,000) | (113,828) |
| 822 - AG - IAS Sport and... | (75,409) | 0 | (75,409) | (296,000) | (220,591) |
| 720 - NT Jobs Package ... | (73,002) | 0 | (73,002) | (121,000) | (47,998) |
| 744 - Fossil Head Solar ... | (60,550) | 0 | (60,550) | 0 | 60,550 |
| 757 - NTG - Minor upgra... | (40,000) | 0 | (40,000) | (40,000) | |
| 738 - NTG - SPG Outstat... | (33,051) | 0 | (33,051) | 0 | 33,051 |
| 758 - NTG - Wadeye You... | (24,960) | 0 | (24,960) | (24,960) | |
| 743 - Fossil Head Power ... | (18,688) | 0 | (18,688) | 0 | 18,688 |
| 745 - Uminyuk Sewera... | (17,500) | 0 | (17,500) | 0 | 17,500 |
| 710 - NTG - Environment ... | (14,608) | 0 | (14,608) | (76,000) | (61,392) |
| 759 - NTG - Attend NT S... | (9,091) | 0 | (9,091) | 0 | 9,091 |
| 756 - NTG - Softball NT ... | (3,000) | 0 | (3,000) | (3,000) | |
| 418 - Wadeye Festival | (2,000) | 0 | (2,000) | (2,000) | |
| 816 - AG - Home Care P... | (1,845) | 0 | (1,845) | 0 | 1,845 |
| 707 - NTG - Sports & Re... | (91) | 0 | (91) | (96,000) | (95,909) |
| 737 - NTG - Manthathpe... | 0 | 0 | 0 | (190,000) | (190,000) |
| 811 - AG - Roads to Rec... | 0 | 0 | 0 | (1,266,464) | (1,266,464) |

Untied Income - Fund

| Fund | Actual / | Commitments | Total Actual | Annual Budget | Funds Available |
|---------------------------------------------|-------------|-------------|--------------|---------------|-----------------|
| ▶ 101 - General Operating | (2,252,764) | 0 | (2,252,764) | (3,821,418) | (1,568,654) |
| 719 - NTG – FAA Gener... | (266,652) | 0 | (266,652) | (505,376) | (238,724) |
| 201 - Airport Maintenanc... | (96,460) | 0 | (96,460) | (337,001) | (240,541) |
| 204 - Centrelink | (73,445) | 0 | (73,445) | (160,000) | (86,555) |
| 206 - Visitor Accommoda... | (51,316) | 0 | (51,316) | (133,999) | (82,683) |
| 207 - Commercial Buildings | (37,956) | (75,721) | (113,677) | 0 | 113,677 |
| 203 - Australia Post | (6,518) | 0 | (6,518) | (22,001) | (15,483) |
| 205 - Mechanical Works... | (473) | 0 | (473) | 0 | 473 |
| 703 - NTG - Indigenous ... | 0 | 0 | 0 | (592,000) | (592,000) |

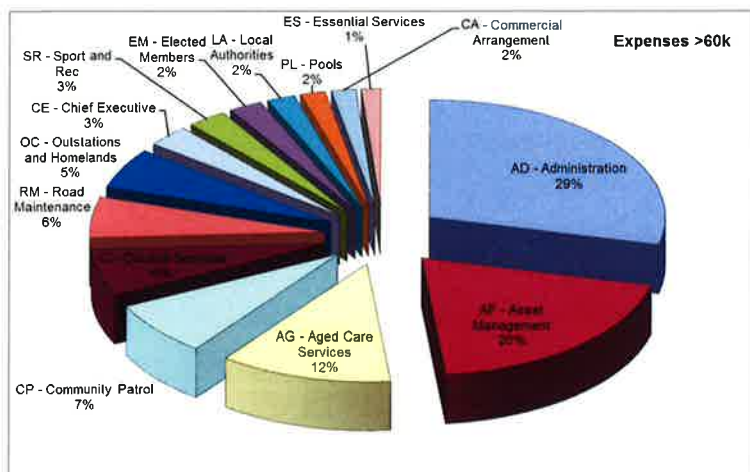
Expenses

Council spent \$4.4m in operating expenses and \$996k as unfunded depreciation expenses.

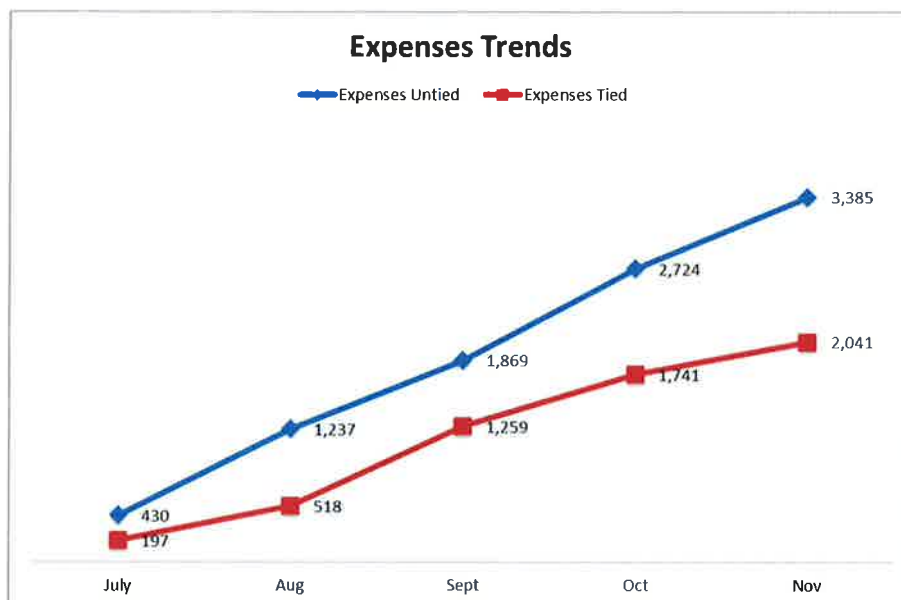
| Employee Expenses | Councillors Expenses | Operating Expenses | Total Operating Expenses | Depreciation | Total Expenditure |
|-------------------|----------------------|--------------------|--------------------------|--------------|-------------------|
| 2,135,626 | 111,387 | 2,182,931 | 4,429,944 | 996,180 | 5,426,124 |

Core / Council expense is \$4.1m (including depreciation of \$996k) and agency expense is \$1.27m.

Expenses – Program



Tied/ Untied Expenses



Tied Expenses - Program

| Program | Actual | Commitments | Total Actual | Annual Budget | Funds Available |
|---------------------------------------------|---------|-------------|--------------|---------------|-----------------|
| ▶ AG - Aged Care Services | 605,593 | 21,852 | 627,445 | 2,349,443 | 1,721,998 |
| CH - Child Care Emu Point | 55,470 | 9,482 | 64,952 | 169,999 | 105,047 |
| CP - Community Patrol | 379,178 | 15,460 | 394,637 | 1,265,000 | 870,363 |
| CR - Community Program | 33,834 | 4,218 | 38,052 | 29,960 | (8,092) |
| CZ - Capital Purchases /... | 422 | 1,250 | 1,672 | 330,000 | 328,328 |
| EH - Environmental | 11,649 | 0 | 11,649 | 76,001 | 64,352 |
| ES - Essential Services | 67,344 | 0 | 67,344 | 120,998 | 53,654 |
| LA - Local Authorities | 98,123 | 49,970 | 148,093 | 416,287 | 268,194 |
| LI - Libraries | 46,264 | 0 | 46,264 | 113,001 | 66,737 |
| MB - Media and Broadca... | 20,136 | 0 | 20,136 | 166,000 | 145,865 |
| OC - Outstations and Ho... | 282,681 | 0 | 282,681 | 841,501 | 558,820 |
| PL - Pools | 0 | 0 | 0 | 0 | |
| RM - Road Maintenance | 267,315 | 0 | 267,315 | 1,969,636 | 1,702,321 |
| SG - Special Purpose Gr... | 19,817 | 1,250 | 21,067 | 242,007 | 220,940 |
| SR - Sport and Rec | 137,154 | 3,510 | 140,664 | 431,996 | 291,332 |
| VC - Vacation Care | 15,786 | 0 | 15,786 | 42,000 | 26,214 |

Untied Expenses – Program

| Program | Actual | Commitments | Total Actual | Annual Budget | Funds Available |
|------------------------------------|-----------|-------------|--------------|---------------|-----------------|
| ▶ <u>AD - Administration</u> | 1,463,859 | 362,972 | 1,826,830 | 3,539,279 | 1,712,449 |
| <u>AF - Asset Management</u> | 996,180 | 0 | 996,180 | 2,911,151 | 1,914,970 |
| <u>CA - Commercial Arrange...</u> | 86,024 | 9,055 | 95,078 | 93,130 | (1,949) |
| <u>CE - Chief Executive</u> | 149,979 | 0 | 149,979 | 318,073 | 168,094 |
| <u>CI - Council Services</u> | 329,962 | 0 | 329,962 | 1,317,253 | 987,291 |
| <u>CM - Cemeteries</u> | (216) | 0 | (216) | 0 | 216 |
| <u>EM - Elected Members</u> | 117,677 | 3,626 | 121,303 | 376,277 | 254,974 |
| <u>HS - Housing - Staff Hou...</u> | 52,234 | 200 | 52,434 | 90,889 | 38,455 |
| <u>IN - Infrastructure</u> | 0 | 0 | 0 | 0 | |
| <u>LA - Local Authorities</u> | 123 | 0 | 123 | 18,396 | 18,273 |
| <u>PG - Parks and Gardens</u> | 56,395 | 3,559 | 59,954 | 278,544 | 218,590 |
| <u>PL - Pools</u> | 87,112 | 3,469 | 90,582 | 185,697 | 95,115 |
| <u>RC - Street Cleaning</u> | (1,082) | 0 | (1,082) | 0 | 1,082 |
| <u>RM - Road Maintenance</u> | 18,539 | 3,253 | 21,792 | 111,385 | 89,593 |
| <u>TR - Training and Devel...</u> | 715 | 0 | 715 | 115,001 | 114,285 |
| <u>WM - Waste Management</u> | 25,711 | 419 | 26,130 | 81,431 | 55,301 |
| <u>WS - Work Health and S...</u> | 2,145 | 0 | 2,145 | 44,947 | 42,802 |

Tied Expenses - Fund

| Fund | Actual | Commitments | Total Actual | Annual Budget | Funds Available |
|------------------------------------------------|---------|-------------|--------------|---------------|-----------------|
| ▶ 387 - NDRRA - Daly Riv... | 210,761 | 0 | 210,761 | 265,171 | 54,410 |
| 418 - Wadeve Festival | 952 | 0 | 952 | 2,000 | 1,049 |
| 704 - NTG - Municipal & | 90,784 | 0 | 90,784 | 320,000 | 229,216 |
| 705 - NTG - Outstations... | 64,741 | 0 | 64,741 | 163,999 | 99,258 |
| 707 - NTG - Sports & Re... | 7,530 | 0 | 7,530 | 96,000 | 88,470 |
| 709 - NTG - Libraries | 46,264 | 0 | 46,264 | 113,001 | 66,737 |
| 710 - NTG - Environment... | 11,649 | 0 | 11,649 | 76,001 | 64,352 |
| 711 - NTG - Health: Hom... | 104,928 | 8,039 | 112,967 | 570,697 | 457,730 |
| 720 - NT Jobs Package... | 67,344 | 0 | 67,344 | 120,998 | 53,654 |
| 722 - NTG Local Authorit... | 98,123 | 49,970 | 148,093 | 416,287 | 268,194 |
| 725 - Homelands Extra A... | 110,734 | 0 | 110,734 | 357,502 | 246,768 |
| 733 - NTG - Fencing pro... | 495 | 0 | 495 | 0 | (495) |
| 736 - NTG - Wadeve To... | 18,328 | 0 | 18,328 | 52,008 | 33,680 |
| 737 - NTG - Manthathpe... | 994 | 1,250 | 2,244 | 190,000 | 187,755 |
| 738 - NTG - SPG Outstat... | 0 | 0 | 0 | 0 | |
| 741 - ISLRF - Palumpa A... | 56,554 | 0 | 56,554 | 438,000 | 381,446 |
| 742 - Deleve Solar/Batte... | 422 | 0 | 422 | 0 | (422) |
| 745 - Uminyuluk Sewera... | 16,000 | 0 | 16,000 | 0 | (16,000) |
| 755 - NTG - Merrepen S... | 422 | 1,250 | 1,672 | 330,000 | 328,328 |
| 756 - NTG - Softball NT ... | 3,212 | 0 | 3,212 | 3,000 | (212) |
| 757 - NTG - Minor upgra... | 36,585 | 3,091 | 39,676 | 40,000 | 324 |
| 758 - NTG - Wadeve You... | 20,323 | 4,218 | 24,541 | 24,960 | 419 |
| 759 - NTG - Attend NT S... | 9,347 | 0 | 9,347 | 0 | (9,347) |
| 804 - AuGov - Health: Fl... | 468,430 | 7,863 | 476,293 | 1,522,682 | 1,046,389 |
| 805 - AuGov - Education... | 71,256 | 9,482 | 80,738 | 211,999 | 131,261 |
| 806 - AuGov - Night Patrol | 379,178 | 15,460 | 394,637 | 1,265,000 | 870,363 |
| 807 - AuGov - NT Jobs ... | 56,366 | 0 | 56,366 | 422,064 | 365,698 |
| 810 - AG - Arts: Regional... | 1,104 | 0 | 1,104 | 0 | (1,104) |
| 811 - AG - Roads to Rec... | 0 | 0 | 0 | 1,266,464 | 1,266,464 |
| 818 - Aged Care Repairs | (5,100) | 5,950 | 850 | 0 | (850) |
| 821 - AG - Night Patrol B... | 0 | 0 | 0 | 0 | |
| 822 - AG - IAS Sport and... | 93,038 | 419 | 93,458 | 295,996 | 202,538 |

Untied Expenses – Fund

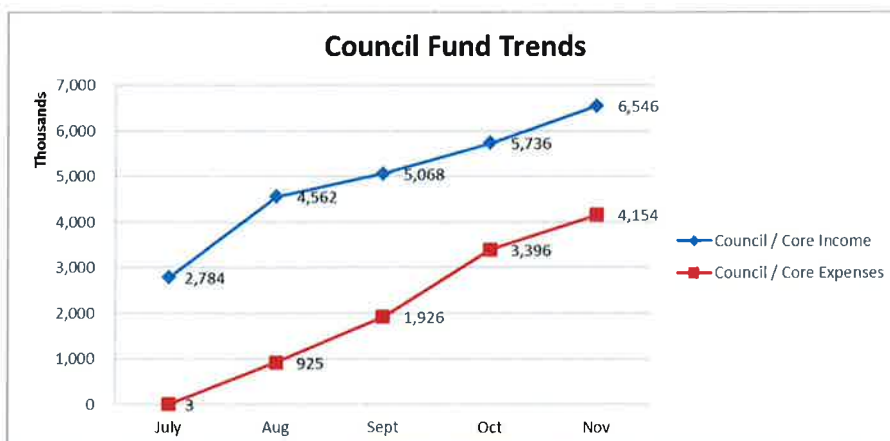
| Fund | Actual | Commitments | Total Actual | Annual Budget | Funds Available |
|-----------------------------|-----------|-------------|--------------|---------------|-----------------|
| 101 - General Operating | 3,299,334 | 377,497 | 3,676,831 | 9,388,323 | 5,711,491 |
| 201 - Airport Maintenanc... | 25,367 | 0 | 25,367 | 3,716 | (21,650) |
| 204 - Centrelink | 16,279 | 0 | 16,279 | 58,226 | 41,948 |
| 205 - Mechanical Works... | 49,231 | 8,712 | 57,943 | 0 | (57,943) |
| 206 - Visitor Accommoda... | 5,469 | 343 | 5,812 | 31,187 | 25,375 |
| 207 - Commercial Buildings | (10,322) | 0 | (10,322) | 0 | 10,322 |

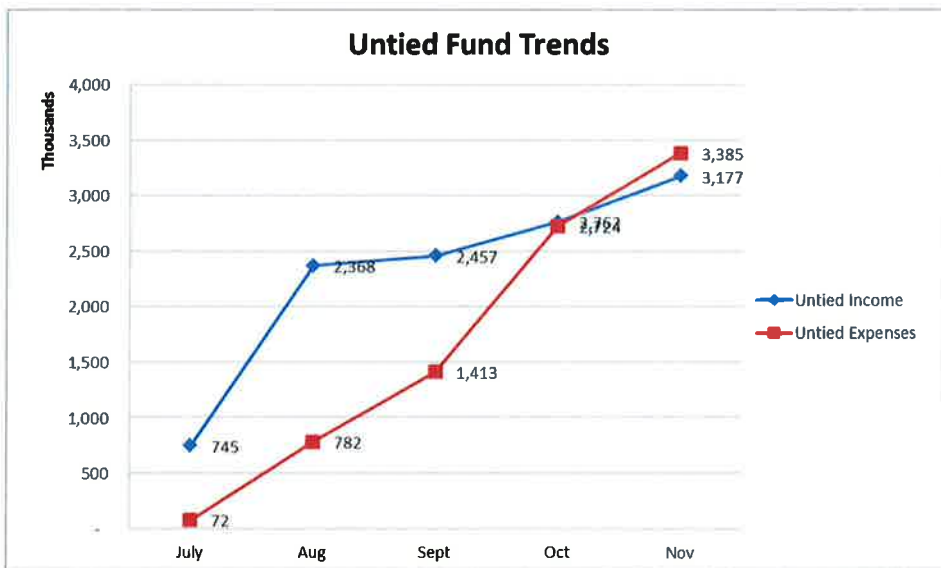
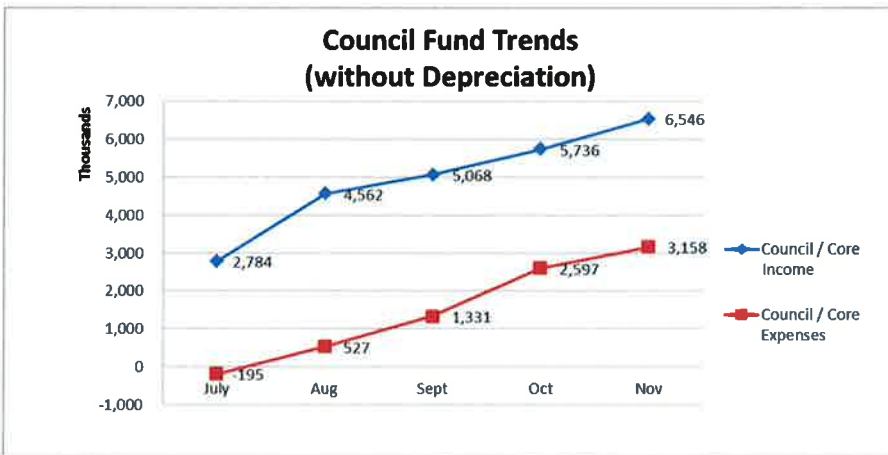
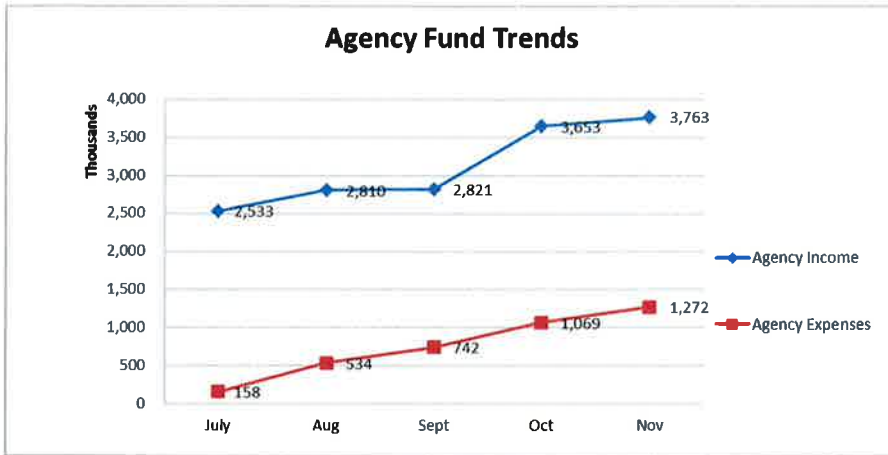
Income Vs Expenses

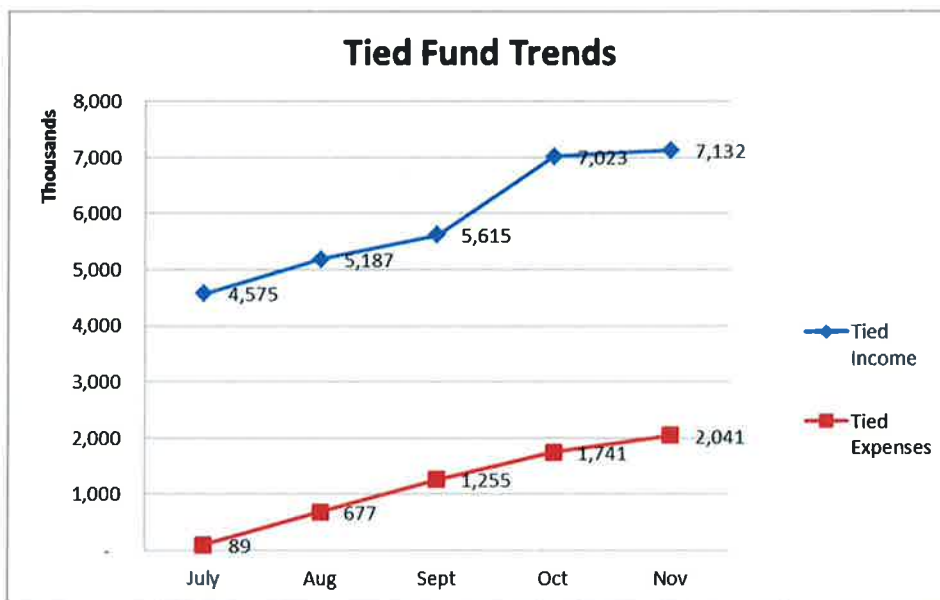
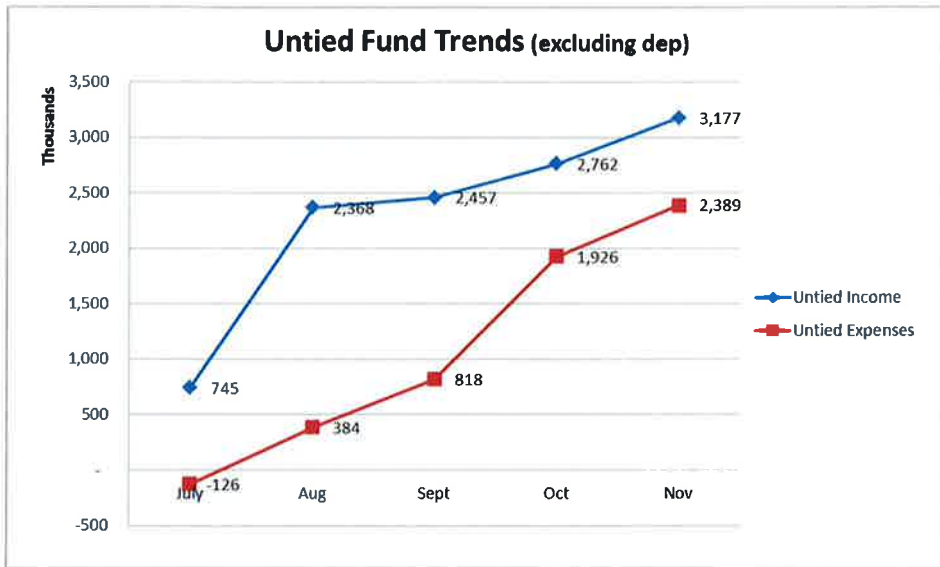
| Program Description | Total Actual Income | Total Actual Expenses | Total Budgeted Income | Total Budgeted Expenses |
|----------------------|---------------------|-----------------------|-----------------------|-------------------------|
| Council Funds | 6,154,844 | 4,154,473 | 4,441,073 | 5,481,405 |
| Agency Funds | 3,762,713 | 1,271,651 | 2,286,434 | 2,079,775 |
| Fund Total | 9,917,557 | 5,426,124 | 6,727,507 | 7,561,180 |

| | |
|-------------------------------|---------|
| Internal Charges (net) | 395,541 |
|-------------------------------|---------|

| | |
|--------------------|------------|
| Grand Total | 10,313,098 |
|--------------------|------------|









WEST DALY REGIONAL COUNCIL Agenda Special Council Meeting - 15 December 2016

Actual Vs Budget

| Fund Source/ Program | Program Description | Total Actual Income | Total Budgeted Income | Income Variance | Total Actual Expenses | Total Budgeted Expenses | Expenses Variance |
|-------------------------|-------------------------------------|------------------------|-----------------------------|--------------------|--------------------------|-------------------------------|----------------------|
| Council Funds | | | | | | | |
| Tied | | | | | | | |
| CR | Community Program | 39,051 | 12,484 | (26,567) | 33,834 | 12,484 | 21,351 |
| ES | Essential Services | 73,002 | 60,500 | (12,502) | 67,344 | 51,186 | 16,158 |
| LA | Local Authority | 829,517 | 208,143 | (621,374) | 98,123 | 173,453 | (75,330) |
| OC | Outstations and Home Land | 1,104,952 | 420,750 | (684,202) | 282,681 | 350,626 | (67,944) |
| RM | Road Maintenance | 1,178,031 | 962,720 | (215,311) | 267,315 | 820,682 | (553,367) |
| SG | Special Purpose | 144,708 | 121,004 | (23,704) | 19,817 | 101,167 | (81,349) |
| | Council funds tied sub-total | 3,369,261 | 1,785,601 | (1,583,661) | 769,115 | 1,509,596 | (740,481) |

| Fund Source/ Program | Program Description | Total Actual Income | Total Budgeted Income | Income Variance | Total Actual Expenses | Total Budgeted Expenses | Expenses Variance |
|-------------------------|---------------------|------------------------|-----------------------------|--------------------|--------------------------|-------------------------------|----------------------|
|-------------------------|---------------------|------------------------|-----------------------------|--------------------|--------------------------|-------------------------------|----------------------|

| | | | | | | | |
|----------------------|---------------------------------------|------------------|------------------|------------------|------------------|------------------|------------------|
| Council Funds | | | | | | | |
| Untied | | | | | | | |
| AD | Administration | 1,060,618 | 1,286,814 | 226,196 | 1,463,859 | 1,485,282 | (21,423) |
| AF | Asset Managemen | 0 | 0 | 0 | 996,180 | 1,212,980 | (216,799) |
| CA | Commercial Arra | 266,167 | 272,084 | 5,916 | 86,024 | 39,169 | 46,855 |
| CE | Chief Executive | 0 | 0 | 0 | 149,979 | 133,851 | 16,128 |
| CF | Council Fund | 618,333 | 167,084 | (451,250) | 0 | 0 | 0 |
| CG | NTG Budget Assi | 0 | 350,000 | 350,000 | 0 | 0 | 0 |
| CI | Council Service | 0 | 0 | 0 | 329,962 | 557,300 | (227,337) |
| CM | Cemeteries | 0 | 0 | 0 | (216) | 0 | (216) |
| EM | Elected Members | 0 | 0 | 0 | 117,677 | 156,782 | (39,105) |
| HS | Housing - Staff | 10,281 | 9,375 | (906) | 52,234 | 37,871 | 14,363 |
| LA | Local Authoriti | 0 | 0 | 0 | 123 | 7,665 | (7,542) |
| PG | Parks and Garde | 0 | 0 | 0 | 56,395 | 116,060 | (59,665) |
| PL | Pools | 20,059 | 7,500 | (12,559) | 87,112 | 77,866 | 9,246 |
| RC | Street Cleaning | 0 | 0 | 0 | (1,082) | 0 | (1,082) |
| RM | Road Maintenanc | 419,098 | 404,658 | (14,440) | 18,539 | 46,411 | (27,871) |
| TR | Training & Devp | 0 | 0 | 0 | 715 | 47,917 | (47,202) |
| WM | Waste Managemen | 391,027 | 157,959 | (233,069) | 25,711 | 33,930 | (8,218) |
| WS | Work Health and | 0 | 0 | 0 | 2,145 | 18,728 | (16,584) |
| | Council funds untied sub-total | 2,785,583 | 2,655,472 | 3,769,324 | 3,385,358 | 3,971,809 | (586,451) |

Note: Agency contribution income of \$391,341 need to add as core income.

| Fund Source/ Program | Program Description | Total Actual Income | Total Budgeted Income | Income Variance | Total Actual Expenses | Total Budgeted Expenses | Expenses Variance |
|-------------------------|---------------------|------------------------|-----------------------------|--------------------|--------------------------|-------------------------------|----------------------|
|-------------------------|---------------------|------------------------|-----------------------------|--------------------|--------------------------|-------------------------------|----------------------|

| | | | | | | | |
|---------------------|------------------------------------|------------------|------------------|--------------------|------------------|------------------|------------------|
| Agency Funds | | | | | | | |
| Tied | | | | | | | |
| AG | Aged Care Serv | 2,122,647 | 992,768 | (1,129,879) | 605,593 | 988,732 | (383,139) |
| CH | Child Care Emu | 83,364 | 85,000 | 1,636 | 55,470 | 71,504 | (16,033) |
| CP | Community Patro | 860,138 | 632,500 | (227,638) | 379,178 | 532,910 | (153,732) |
| CZ | Capital P/P | 299,900 | 165,000 | (134,900) | 422 | 137,500 | (137,078) |
| EH | Environmental | 14,608 | 38,000 | 23,392 | 11,649 | 32,138 | (20,489) |
| LI | Libraries | 150,994 | 56,500 | (94,494) | 46,264 | 47,511 | (1,247) |
| MB | Media and Broad | 100,755 | 83,000 | (17,755) | 20,136 | 70,060 | (49,924) |
| SR | Sport and Rec | 115,500 | 212,667 | 97,167 | 137,154 | 181,866 | (44,712) |
| VC | Vacation Care | 14,808 | 21,000 | 6,192 | 15,786 | 17,555 | (1,769) |
| | Agency funds tied sub-total | 3,762,713 | 2,286,434 | (1,476,279) | 1,271,651 | 2,079,775 | (808,124) |

Variance – Income

| Fund Source/ Program | Program Description | Total Actual Income | Total Budgeted Income | Income Variance | % Variance | Explanation |
|-------------------------|---------------------------------------|------------------------|--------------------------|--------------------|---------------|----------------------------------------------------|
| Council Funds | | | | | | |
| Tied | | | | | | |
| CR | Community Program | 39,051 | 12,484 | 26,567 | 213% | more fund received than budgeted |
| ES | Essential Services | 73,002 | 60,500 | 12,502 | 21% | |
| LA | Local Authority | 829,517 | 208,143 | 621,374 | 299% | Timing effect - budget over twelve months |
| OC | Outstations and Home Land | 1,104,952 | 420,750 | 684,202 | 163% | additional program received budget will be updated |
| RM | Road Maintenance | 1,178,031 | 962,720 | 215,311 | 22% | additional program received budget will be updated |
| SG | Special Purpose | 144,708 | 121,004 | 23,704 | 20% | additional program received budget will be updated |
| | Council funds tied sub-total | 3,369,261 | 1,785,601 | 1,583,661 | | |
| Council Funds | | | | | | |
| Untied | | | | | | |
| AD | Administration | 1,060,618 | 1,286,814 | (226,196) | -18% | Timing effect |
| CA | Commercial Arrangement | 266,167 | 272,084 | (5,916) | -2% | |
| CF | Council Fund | 618,333 | 167,084 | 451,250 | 270% | Timing effect - budget over twelve months |
| CG | NTG Budget Assistant | 0 | 350,000 | (350,000) | -100% | Budgeted amount yet to receive |
| HS | Housing - Staff | 10,281 | 9,375 | 906 | 10% | |
| PL | Pools | 20,059 | 7,500 | 12,559 | 167% | Timing effect - budget over twelve months |
| RM | Road Maintenance | 419,098 | 404,658 | 14,440 | 4% | |
| WM | Waste Management | 391,027 | 157,959 | 233,069 | 148% | Timing effect - budget over twelve months |
| | Council funds untied sub-total | 2,785,584 | 2,655,472 | 130,112 | | |

Variance – Expenses

| Fund Source/ Program | Program Description | Total Actual Expenses | Total Budgeted Expenses | Expenses Variance | % Variance | Explanation |
|-------------------------|-------------------------------------|--------------------------|----------------------------|----------------------|---------------|-------------------------------------------------------------------------------|
| Council Funds | | | | | | |
| Tied | | | | | | |
| CR | Community Program | 33,834 | 12,484 | (21,351) | -171% | due to additional program funding |
| ES | Essential Services | 67,344 | 51,186 | (16,158) | -32% | over expenditure in employee cost |
| LA | Local Authority | 98,123 | 173,453 | 75,330 | 43% | project yet to decide |
| OC | Outstations and Home Land | 282,681 | 350,626 | 67,944 | 19% | projects are under tendering process |
| RM | Road Maintenance | 287,315 | 820,682 | 553,367 | 100% | Project yet to start |
| SG | Special Purpose | 19,817 | 101,167 | 81,349 | 80% | Under spent, township Bus project and Mapatha Crossing project - yet to start |
| | Council funds tied sub-total | 769,115 | 1,509,596 | 740,481 | | |
| Council Funds | | | | | | |
| Untied | | | | | | |
| AD | Administration | 1,463,859 | 1,485,282 | 21,423 | 1% | |
| AF | Asset Management | 996,180 | 1,212,980 | 216,799 | 18% | Under spent, less depreciation |
| CA | Commercial Arrangement | 86,024 | 39,169 | (46,855) | -120% | due to non budget expenditure in MW |
| CE | Chief Executive | 149,979 | 133,851 | (16,128) | -12% | due to additional rental |
| CI | Council Service | 329,962 | 557,300 | 227,337 | 41% | Under spent, HR Cost |
| CM | Cemeteries | (216) | 0 | 216 | | |
| EM | Elected Members | 117,677 | 156,782 | 39,105 | 25% | Under spent |
| HS | Housing - Staff | 52,234 | 37,871 | (14,363) | -38% | due to repair and maintenance |
| LA | Local Authority | 123 | 7,665 | 7,542 | 98% | No local authority meeting fees claimed |
| PG | Parks and Garden | 56,395 | 116,060 | 59,665 | 51% | Under spent, HR Cost |
| PL | Pools | 87,112 | 77,866 | (9,246) | -12% | Under spent, HR Cost |
| RC | Street Cleaning | (1,082) | 0 | 1,082 | | |
| RM | Road Maintenance | 18,539 | 46,411 | 27,871 | 60% | Under spent, repair yet to carried out |
| TR | Training & Development | 715 | 47,917 | 47,202 | 99% | Under spent, no training line up |
| WM | Waste Management | 25,711 | 33,930 | 8,218 | 24% | Under spent |
| WS | Work Health and Safety | 2,145 | 18,728 | 16,584 | 89% | Under spent HR Cost |

Local Authority

**Local Authority- Income and Expenditure report
including Commitments**

| 14/15 | b/f | Income | Expenses | Balance |
|--------------|-----|------------|-----------|------------|
| Palumpa | - | 52,380.00 | 6,598.92 | 45,781.08 |
| Peppimenarti | - | 25,927.00 | 23,570.00 | 2,357.00 |
| Wadeye | - | 337,979.00 | 77,909.67 | 260,069.33 |

| 15/16 | Balance b/f-14/15 | Income | Expenses | Balance -14/15 | Balance-15/16 | Total Balance |
|--------------|-------------------|------------|------------|----------------|---------------|---------------|
| Palumpa | 45,781.08 | 52,380.00 | 37,818.74 | 7,962.34 | 52,380.00 | 60,342.34 |
| Peppimenarti | 2,357.00 | 25,927.00 | 14,060.00 | - | 14,224.00 | 14,224.00 |
| Wadeye | 260,069.33 | 337,979.00 | 441,677.92 | - | 156,370.41 | 156,370.41 |

| 16/17 | Balance b/f-14/15 | Balance b/f-15/16 | Income | Expenses | Balance-14/15 | Balance-15/16 | Balance |
|--------------|-------------------|-------------------|------------|-----------|---------------|------------------|-------------------|
| Palumpa | 7,962.34 | 52,380.00 | 52,368.80 | 53,574.09 | - | 6,768.25 | 59,137.05 |
| Peppimenarti | - | 14,224.00 | 25,934.60 | 8,730.19 | - | 5,493.81 | 31,428.41 |
| Wadeye | - | 156,370.41 | 337,982.60 | 85,788.58 | - | 70,581.83 | 408,564.43 |
| | | | | | | 82,843.89 | 499,129.89 |



WEST DALY REGIONAL COUNCIL
Agenda for Special Council Meeting – 15 December 2016



WEST DALY
Regional Council

**West Daly Regional Council
Trial Balance**

As at 30th November 2016

| Description | Closing Balances 30th November 2016 |
|-------------------------------------------------------|----------------------------------------|
| BALANCE SHEET | |
| Current Assets | |
| 11110 - Cash at Bank Operational | (667,109) |
| 11130 - Cash at Bank High Interest Savings | 2,554,962 |
| 11210 - Petty Cash- Cash on Hand | 1,600 |
| 12110 - Cash Investments Fixed Term Deposit -1 | 3,500,000 |
| 13110 - Receivables P&R Rates General | 546,558 |
| 13140 - Receivables P&R Waste Collection General | 312,565 |
| 13210 - Receivables CONTROL ACCOUNT | 62,016 |
| 13220 - Receivables (Contra) Doubtful Debts Provision | (41,689) |
| 13230 - Receivables Accrued Income | 3,652 |
| 13240 - Receivables GST PAID | 33,502 |
| 13280 - Receivable Others | 13,769 |
| 14120 - Inventory Fuel and Oil General | 17,992 |



WEST DALY REGIONAL COUNCIL
Agenda Special Council Meeting – 15 December 2016

| | |
|------------------------------------------|--------|
| 15100 - Prepayments General | 14,123 |
| 15180 - Prepayment - Fringe Benefits Tax | 12,334 |

Total Current Assets **6,364,275**

| | |
|------------------------------------------------------------------|-------------|
| Non Current Assets | |
| 36210 - Acquisition of Buildings | 20,586,588 |
| 36220 - Accumulated Depreciation of Buildings | (3,075,309) |
| 36310 - Acquisition of Road Infrastructure | 3,377,270 |
| 36320 - Accumulated Depreciation of Road Infrastructure | (1,058,296) |
| 36410 - Acquisition of Plant & Equipment | 1,449,279 |
| 36420 - Accumulated Depreciation of Plant & Equipment | (718,057) |
| 36510 - Acquisition of Structures | 412,156 |
| 36520 - Accumulated Depreciation of Structures | (118,715) |
| 36610 - Acquisition of Furniture, Fittings & Office Equip | 85,213 |
| 36620 - Accum Depreciation of Furniture, Fittings & Office Equip | (31,644) |
| 36710 - Acquisition of Motor Vehicles | 1,266,432 |
| 36720 - Accumulated Depreciation of Motor Vehicles | (594,992) |
| 36810 - Acquisition of Site Improvements | 1,750,853 |
| 36820 - Accumulated Depreciation of Site Improvements | (481,799) |
| 37210 - WIP Building Additions - Current Year | 279,757 |
| 37420 - WIP Upgrade Plant & Equipment | (2) |
| 37810 - WIP Site Improvements - Additions Current Year | (2) |

Total Non Current Assets **23,128,732**

TOTAL ASSETS **29,493,007**

| | |
|----------------------------------|-----------|
| Current Liabilities | |
| 22210 - Payables CONTROL ACCOUNT | (772,828) |
| 22230 - Payables PAYG WITHHELD | (90,487) |



WEST DALY REGIONAL COUNCIL
Agenda Special Council Meeting - 15 December 2016

| | |
|---------------------------------------------------------|-----------|
| 22240 - Payables GST COLLECTED | 37,026 |
| 22280 - Payables Others | (680) |
| 23120 - Current Provisions Employees Annual Leave | (175,100) |
| 23130 - Current Provisions Employees Long Service Leave | 720 |
| 23131 - Current Provisions Time Off in Lieu | (932) |
| 23910 - Unexpended Grants to be Repaid | (50,516) |
| 27140 - Workers Compensation Clearing | 18,911 |

Total Current Liabilities **(1,033,887)**

Non Current Liabilities

| | |
|-----------------------------------------------------------|-----------|
| 43130 - Non-Current Provision Employee Long Service Leave | (174,296) |
|-----------------------------------------------------------|-----------|

Total Non Current Liabilities **(174,296)**

TOTAL LIABILITIES **(1,208,183)**

NET ASSETS **28,284,823**

Equity

| | |
|-------------------------------------|--------------|
| 51110 - Accumulated Surplus Deficit | (27,301,484) |
| 51200 - Unexpended Grant - FY15/16 | 3,899,435 |
| NET (PROFIT)/LOSS | (4,882,775) |

Total Equity **(28,284,824)**

TOTAL EQUITY **(28,284,824)**

Income & Expenditure



WEST DALY REGIONAL COUNCIL
Agenda Special Council Meeting – 15 December 2016

Income

| | |
|-----------------------------------------------------------|-------------|
| 61110 - Garbage General | (384,007) |
| 61115 - Waste Dump Fees | (7,020) |
| 61130 - Agency Income | (6,518) |
| 61140 - Council Rates | (618,333) |
| 61160 - Rent Employee Housing | (10,281) |
| 61170 - Rent and Leases Property | (35,681) |
| 61180 - Fuel Rebate Income | (3,445) |
| 61200 - Hire of Council Assets | (20,845) |
| 61210 - Interest Received | (36,350) |
| 62100 - NTG - Operational Grants | (1,638,575) |
| 62110 - NTG Special Purpose Grants (Operational) | (580,035) |
| 62200 - Aust Gov - Operational Grants | (2,293,556) |
| 62400 - Grant Income Other | (9,091) |
| 62500 - Income - Contribution | (57,489) |
| 62900 - Grant Income Adjustment | 11,478 |
| 63100 - Period Contracts - Airports | (96,460) |
| 63110 - Period Contracts Other | (73,445) |
| 63200 - Commercial Services Income | (57,341) |
| 63500 - Other Current Income | (40,513) |
| 68940 - Grant Income Opening Balance Brought Forward (Cr) | (3,960,050) |

TOTAL REVENUE

(9,917,558)

Expenditure

| | |
|---------------------------------------|-----------|
| 71110 - Employee Salary Normal | 1,286,135 |
| 71120 - Employee Salary Overtime | 84,121 |
| 71130 - Employee Salary Allowances | 137,613 |
| 71140 - Employee Salary Sick Leave | 23,884 |
| 71150 - Employee Salary Other Leave | 7,585 |
| 71170 - Employee Workers Compensation | 29,415 |



WEST DALY REGIONAL COUNCIL
Agenda Special Council Meeting – 15 December 2016

| | |
|--------------------------------------------------------------|---------|
| 71210 - Employee Travel Allowance - Meals and Incidentals | 11,829 |
| 71230 - Employee Accommodation | 12,261 |
| 71240 - Employee Fares - Air/Road | 7,075 |
| 71250 - Employee Taxi/Hire Car Fares | 1,938 |
| 71410 - Employee Superannuation | 145,643 |
| 71510 - Employee Annual Leave | 167,406 |
| 71520 - Employee Long Service Leave | 17,882 |
| 71531 - Employee TOIL | 474 |
| 71540 - Employee Uniforms | 1,423 |
| 71550 - Employee Personal Protective Equipment | 1,791 |
| 71560 - Recruitment & Relocation | 51,262 |
| 71570 - Employee Training (Mandatory) | 5,720 |
| 71571 - Employee Travel & Accom (Training Only) | 727 |
| 71575 - Employee Screening and License Checks | 114 |
| 71587 - Employee Rent Expense - (CEO House) | 7,420 |
| 71600 - Employee Amenities | 1,905 |
| 71601 - Outsourced Services | 132,002 |
| 72100 - Councillors Electoral Allowances | 75,857 |
| 72110 - Councillors Extra Meeting Allowances | 6,836 |
| 72210 - Councillors Travel Allowance - Meals and Incidentals | 9,535 |
| 72230 - Councillors Accommodation | 6,312 |
| 72240 - Councillors - Fares Air / Road | 2,454 |
| 72580 - Councillors Professional Development | 10,391 |
| 73115 - Administration Fees | 374,924 |
| 73120 - Advertising | 4,295 |
| 73130 - Audit Expenses (external) | 9,144 |
| 73140 - Levy, Fees and Charges | 1,701 |
| 73150 - Cleaning Products and Contractors | 13,968 |
| 73160 - Conferences, Seminars and Ceremonies | 2,538 |
| 73180 - Audit and Risk Committee | 3,146 |
| 73200 - Consulting Fees | 110,655 |



WEST DALY REGIONAL COUNCIL
Agenda Special Council Meeting – 15 December 2016

| | |
|--------------------------------------------------------------|---------|
| 73230 - Utilities - Electricity | 48,345 |
| 73240 - Utilities - Water & Sewerage | 27,763 |
| 73250 - Gas Industrial/Medical/Heating Etc Purposes NOT FUEL | 932 |
| 73260 - Hire of Plant, Equipment and Motor Vehicles | 4,356 |
| 73290 - Licenses and Registrations - MV & PE | 22,277 |
| 73321 - Health and Safety Expenses | 9,380 |
| 73326 - Festival Expenses & Contribution | 6,000 |
| 73330 - Catering - Council, Committees, Seminars | 2,592 |
| 73332 - Consumable Items | 57,731 |
| 73340 - Operating Leases - MV, Plant & Equipment | 43,851 |
| 73343 - Operating Leases Office Equipment | 683 |
| 73344 - Operating Leases Property | 244,113 |
| 73350 - Printing, Postage (stamps) & Stationery | 10,211 |
| 73400 - Subscriptions and Memberships | 20,991 |
| 73460 - Street Light Electricity Payments | 4,050 |
| 73511 - Freight Expenses | 50,182 |
| 73531 - Fuel Diesel /ULP | 54,197 |
| 73540 - Insurance Premiums | 175,052 |
| 73800 - Contractor Materials and Labour | 79,391 |
| 73830 - Repairs & Maintenance Plant (Small Plant Items) | 8,768 |
| 73833 - Repairs & Maintenance MV & PE | 78,444 |
| 73834 - Repairs & Maintenance Roads | 210,921 |
| 73836 - Repairs & Maintenance Buildings | 233,008 |
| 73841 - Contractors Electrical | 10,559 |
| 73842 - Contractors Plumbing/Gas | 3,245 |
| 73843 - Contractors Carpentry | 2,953 |
| 73844 - Contractors Pest Control | 7,200 |
| 73846 - Contractors Painting & Tiling | 3,000 |
| 74110 - Depreciation - Building | 523,115 |
| 74120 - Depreciation - Road Infrastructure | 150,249 |
| 74130 - Depreciation - Plant & Equipment | 92,165 |



WEST DALY REGIONAL COUNCIL
Agenda Special Council Meeting – 15 December 2016

| | |
|-----------------------------------------------------------|---------|
| 74140 - Depreciation - Structures | 24,830 |
| 74150 - Depreciation - Furniture, Fittings & Office Equip | 11,567 |
| 74160 - Depreciation - Motor Vehicles | 108,524 |
| 74170 - Depreciation - Site Improvements | 85,730 |
| 74600 - ICT - Phone/Fax/Internet | 24,148 |
| 74610 - ICT Satellite Telephone | 19,341 |
| 74620 - ICT Mobile/ Modem Telephone | 14,908 |
| 74630 - ICT - Consultants / Service Providers | 116,045 |
| 74640 - ICT Software | 2,811 |
| 74650 - ICT Hardware < \$5,000 | 825 |
| 74760 - Materials - Furniture & Office Equipment | 9,048 |
| 74770 - Materials - Tools | 7,390 |
| 74780 - Materials Minor Assets < \$5,000 | 28,496 |
| 74790 - Sports Equipment - Inc Uniforms, trophies etc | 15,004 |
| 79000 - Small Balances Written Off | (18) |
| 79020 - Committee Sitting Fees | 123 |
| 79040 - Bad Debts | 3,302 |
| 79080 - Write Off Expenses (Other than Assets) | 945 |

TOTAL EXPENDITURE **5,426,124**

ReAllocations

| | |
|---------------------------------------------|-----------|
| 91500 - Insurance Cost Recovery | (16,417) |
| 91910 - Administration Fees Cost Allocation | (374,924) |

TOTAL REALLOCATIONS **(391,341)**

NET (PROFIT)/LOSS **(4,882,775)**

Consultancy

Council spent some of its fund to hire consultancy services and some of the example listed below;

| | | |
|--------------------|-----------|----------------------------------------|
| Cast Your Net | 22,400.00 | Grants application and Tender |
| Clayton Consultant | 9,830.00 | Regional Plan |
| GHD Pty Ltd | 8,000.00 | Roads (Funded) |
| HWL EBSWORTH | 73,660.00 | Lease agreement and other legal issues |

Conclusion

The financial report for the period shows that WDRC has met its financial obligations for the period.

Bank Balance – \$3.5m is in short term deposit

Accounts Payable and Accounts Receivable are both regularly monitored for timely payment and collection.

The cash ratio is just below 1.

Unspent grant in cash ratio of \$5.09m is made of PY unspent grant and this year’s additional funding (yet to spend). Council must develop the plan to spend tied grants as soon as possible to reduce the liability and to give benefits to community.

If the tied grants could not be expended during agreed time, we have to refund these grants.

Budget assistant of \$700,000 from Department of Local Government is yet to be received.

Recommendation:

THAT Council accepts the financial report for the November 2016 period.

Moved:

Second:

Carried:

9 SPORTS AND RECREATION FUNDING

Author: Michael Freeman, Acting CEO

DISCUSSIONS

Council receives or has been offered funding for the delivery of Sports and Recreation activities from two funding organisations.

The Australian Government through the Department of the Prime Minister and Cabinet provides \$296,107 for each of 2015/16 and 2016/17 through project 4-1HFIOUSU.

This funding requires Council to:

- a) Employ 5 FTE's with no less than 80% indigenous;
- b) Meet reporting schedules;
- c) Meet participation targets: AFL – 400; Basketball – 300; and Softball – 300;
- d) Report on participation;
- e) Have 3 indigenous employees in Cert II training and First Aid.

The Northern Territory Government Department of Tourism and Culture has offered funding for 2016/17 of \$116,000.

This funding requires Council to:

- a) Employ 4 part-time (1.5 FTE) in Wadeye, Palumpa and Peppimenarti;
- b) Run activities for softball, AFL and Basketball
- c) Support a team to attend Regional basketball and softball championships
- d) Support the engagement in the NTG sports voucher scheme.

A Sports and Recreation Team Leader commenced employment on Monday 5th December 2016. He has been tasked with development and delivery of a plan to meet the funding requirements.

Recommendation:

THAT Council gives approval to the CEO to accept the Northern Territory Government Funding of \$116,000.00 for Sports and Recreation.

Moved:

Second:

Carried:

10 LEASE RENT PAYMENT TO NORTHERN LAND COUNCIL

Author: Ramesh Pudasaini, Acting Deputy CEO / Senior Financial Consultant

Purpose

For Council to provide information on Council's s19 lease agreement and lease rent cost.

Background

The letter was submitted by Northern Land Council on 1 Sept 2015 seeking consent and approval under the *Aboriginal Land Rights (Northern Territory) Act* for the grants of a lease to West Daly Regional Council in respect of land and infrastructure assets in the community of Port Keats, Peppimenarti and Palumpa.

On 6 May 2016, Minister has given his approval under section 27(3) of the *Aboriginal Land Rights (Northern Territory) Act*.

Impact for Council

Council will have financial impact each year, for this year council need to pay \$244,922.94 and also need to pay backdated lease rent for 2014 and 2015.

| Period | Wadeye | Peppimenarti | Palumpa | Total |
|------------------|--------------|--------------|-------------|------------|
| 2014-2015 | \$180,127.20 | \$30,586.60 | \$33,756.80 | 244,470.60 |
| 2015-2016 | \$180,460.49 | \$30,643.19 | \$33,819.26 | 244,922.94 |
| 2016-2017 | \$180,460.49 | \$30,643.19 | \$33,819.26 | 244,922.94 |

ATTACHMENTS:

1. Section 19 ALRA Lease Peppimenarti
2. Section 19 ALRA Lease Palumpa
3. Section 19 ALRA Lease Wadeye
4. Response from Northern Land Council

Recommendation:

1. THAT Council acknowledge the lease agreement signed between Northern Land Council and West Daly Regional Council.
2. THAT Council authorised Acting Chief Executive Officer to release payment for 2016-17 lease rent payment.
3. THAT Council acknowledge the Northern Land Council's response dated 25 November 2016 in regards to backdated lease rent payment.

Moved:

Second:

Carried:

11 POLICIES

1. WORKPLACE BULLYING AND HARASSMENT

2.1.45 WORKPLACE BULLYING & HARASSMENT

West Daly Regional Council is committed to ensuring a healthy and safe working environment, free from hostility, offensiveness, intimidation and harassment, and any form of unlawful discrimination. These forms of behaviour within the workplace are unacceptable will not be tolerated.

Bullying or harassment may cause the loss of trained and talented team members, and damage team member's morale and productivity. This policy reflects the belief that all team members should be able to work in an environment free of intimidation and harassment.

You are responsible for your own behaviour. If you think your behaviour may offend, then don't do it.

DEFINITION OF WORKPLACE BULLYING

Bullying occurs when:

- a person or group of people repeatedly behaves unreasonably towards a team member or a group of team members at work, and
- the behaviour creates a risk to health and safety.

Bullying does not include reasonable management action taken in a reasonable way by West Daly Regional Council in connection with your employment.

Detailed below are examples of behaviours that may be regarded as bullying behaviour if the behaviour is repeated and unreasonable and which create a risk to health and safety. Examples include:

- aggressive or intimidating conduct,
- belittling or humiliating comments,
- victimisation
- spreading malicious rumours,
- practical jokes or 'initiation ceremonies',
- exclusion from work-related events,
- unreasonable work expectations,
- displaying offensive material, or
- pressure to behave in an inappropriate manner.

DEFINITION OF SEXUAL HARASSMENT

Sexual harassment is any form of unwelcome sexual attention. It has nothing to do with mutual attraction or friendship between people, which is normal and positive. Sexual harassment involves humiliation or offence to the victim. It's not fun, flattering or flirting. Sexual harassment can happen to anyone and it's against the law wherever and whenever it occurs.

Sexual harassment could be:

- unwelcome physical touching, hugging, massaging or kissing,
- sexual or suggestive comments, jokes, taunts or name calling,
- unwelcome requests for sex,
- insinuations about a person's private or sex life, or sexual preference,
- offensive gestures or staring,
- sending sexually explicit text messages or emails,
- unwelcome or uncalled for remarks or insinuations about a person's appearance,
- posting of inappropriate comments, pictures, video's or blogs on websites, or
- the display or circulating of clearly sexual material (such as photos, pin-ups, screensavers or pictures) or reading matter (such as e-mails, faxes, social media links or letters).

Sexual harassment doesn't have to be repeated or ongoing to be against the law. Some actions or remarks are so offensive that they're clearly sexual harassment, even if they're not repeated. Other incidents, such as an unwanted invitation or compliment, are probably not harassment if they are "one-offs".

The harassment doesn't have to be deliberate. It can also occur in cases where a reasonable person would have expected that the behaviour was going to be offensive.

Some sexual harassment matters, such as sexual assault, indecent exposure and stalking are also criminal offences which will be reported to the relevant authorities.

ACTIONS THAT ARE NOT BULLYING OR HARASSMENT

Legitimate and reasonable management actions and business processes are not considered to be bullying or harassment, provided these actions are conducted in a reasonable way.

This includes:

- performance management processes,
- disciplinary action for misconduct,
- informing a team member about unsatisfactory work performance or inappropriate work behaviour,
- asking a team member to perform reasonable duties in keeping with their job, or
- maintaining reasonable workplace goals and standards.

EFFECTS OF BULLYING OR HARASSMENT ON PEOPLE AND WEST DALY REGIONAL COUNCIL

Bullying or harassment have detrimental effects on people and West Daly Regional Council It can create an unsafe working environment, result in a loss of trained and talented team members, the breakdown of teams and individual relationships, and reduced efficiency. People who are bullied or harassed can become distressed, anxious, withdrawn, depressed, and can lose self-esteem and self-confidence.

WEST DALY REGIONAL COUNCIL STRATEGIES TO ELIMINATE BULLYING AND HARASSMENT

West Daly Regional Council will take the following actions to prevent and control exposure to the risk of workplace bullying or harassment:

- provide all team members with workplace bullying and harassment awareness training,
- develop a code of conduct for team members to follow,
- introduce a complaint handling system and inform all team members on how to make a complaint, the support systems available, options for resolving grievances and the appeals process, and
- regularly review the workplace bullying and harassment prevention policy, complaint handling system and training.

RESPONSIBILITIES OF TEAM MEMBERS

Requires all team members to behave responsibly by complying with this policy, to not tolerate unacceptable behaviour, to maintain privacy during investigations and to immediately report incidents of workplace bullying or harassment to your Manager.

If you believe you have seen behaviour towards another team member, which you consider amounts to workplace bullying or sexual harassment; you are encouraged to discuss the matter with your Manager.

RESPONSIBILITIES OF MANAGERS

Managers must ensure that team members are not exposed to workplace bullying or harassment. Managers are required to personally demonstrate appropriate behaviour, promote the workplace bullying and harassment prevention policy, treat complaints seriously and ensure where a person lodges or is witness to a complaint, that this person is not victimised.

VICARIOUS LIABILITY

Under the Anti-Discrimination legislation, employers can be held liable for the actions (including sexual harassment) of their team members or agents. This is called vicarious liability and employers need to take reasonable steps to ensure that they protect their team members from sexual harassment and other types of discrimination and vilification, and to try to make sure their workplaces are free of this type of behaviour.



WEST DALY REGIONAL COUNCIL Agenda Special Council Meeting – 15 December 2016

An employer or organisation can't avoid their liability under the act, simply because they were not aware of the sexual harassment done by their team members.

COMMITMENT TO PROMPTLY INVESTIGATE

Any reports of workplace bullying or harassment will be treated seriously and investigated promptly, fairly and impartially. A person making a complaint and/or who is a witness to workplace bullying or harassment will not be victimised.

CONSEQUENCES OF BREACH OF POLICY

Disciplinary action will be taken against a person who harasses or bullies a co-worker, client or supplier or who victimises a person who has made or is a witness to a complaint. Complaints of alleged workplace bullying or harassment found to be malicious, frivolous or vexatious may make the complainant liable for disciplinary action.

Discipline may involve a warning, counselling or dismissal, depending on the circumstances.

REVIEW OF POLICY

This policy and the actions outlined above will be reviewed every two years unless required earlier because of changes to the risk profile of the workplace or relevant legislation. If necessary, further changes and actions may be introduced to ensure that workplace bullying and harassment is prevented and controlled.

REFERENCES

Local Government Industry Award 2010
Local Government Act Sect. 104
Fair Work Act
Work Health Legislation
NT Anti-Discrimination Act

FURTHER INFORMATION:

Human Resource Advisor

| | |
|-------------------|--------------------------------|
| Approved by: | [insert] |
| Approval Date: | |
| Review Date: | 1 st December, 2017 |
| Review Authority: | Chief Executive Officer |
| Applicable to: | All Council employees |
| Version No: | 2 |

2. CARETAKER PERIOD

POLICY SUMMARY

This Policy applies during a “Caretaker Period” prior to Council general elections or a By-election for the Mayor to cover major policy decisions that made by the Council, the use of West Daly Regional Council resources, including materials published by West Daly Regional Council, as well as Attendance and participation in council functions and events and, access to Council information.

POLICY OBJECTIVES

The primary objective of this policy is to restrict the Council from making major decisions, prior to an election, which would:

- bind an incoming Council; or
- allow the use of public resources in ways that are seen as advantageous or disadvantageous to the electoral prospects of sitting Elected Members who are seeking re-election or new candidates.

The Policy recognises the requirement for the West Daly Regional Council administration to act impartially in relation to the candidates.

BACKGROUND

In Australia the term “caretaker government” is used to describe the status of a government during a period that starts when the notices are issued for an election, and continues for a short period after the election – until the next government is formed.

Caretaker conventions require that:

- a. no major new policy decisions be taken;
- b. no major contracts should be entered into; and
- c. no significant appointments or dismissals are made.

West Daly Regional Council believes that the adoption of this Policy is in accord with its commitment to good governance.

POLICY STATEMENT

This Policy applies to Elected Members and Council employees during a Caretaker Period prior to a General Election or By-election for the position of Mayor (see Terminology and References for a definition) to cover:

- Major policy decisions that are made by the Council
- Scheduling consideration and announcement of major policy decisions

- Use of the Council's resources including material published by the Council
- Access to information
- Media
- Website
- Attendance and participation in Council organised activities and events
- Public Consultation during the Caretaker Period

Major Policy Decisions that are made by the Council

Except in Extraordinary Circumstance the Council will not make Major Policy Decisions during the Caretaker Period. (See Terminology and References for definitions and exclusions.)

Where Extraordinary Circumstances prevail, the CEO may submit a Major Policy Decision to the Council for its consideration.

To assist the Council to comply with its commitment to appropriate decision making during the Caretaker period, a Caretaker Statement will be included in each report submitted to the Council where the Council's decision would, or could, be a Major Policy Decision. The Caretaker Statement will state:

The decision the Council may make in relation to this item could constitute a 'Major Policy Decision' within the contest of the West Daly Regional Council's Caretaker Policy, however, an exemption should be made because...(insert the circumstances for making the exemption)....

Scheduling Consideration and Announcement of Major Policy Decisions

So far as in reasonably practicable, the CEO should avoid scheduling Major Policy Decisions for consideration during a Caretaker Period, and instead ensure that such decisions are either considered by the Council prior to the Caretaker Period, or scheduled for determination by the incoming Council,. Announcements of earlier decisions may be made during a Caretaker Period however, as far as practicable; any such announcements should be made before the Caretaker Period begins or after it has concluded.

Use of Council Resources including material published by Council

The Code of Conduct and the Local Government Act provide that the Council's resources are only to be utilised for authorised activities (for example – use of employees for personal tasks or use of equipment, stationery, or hospitality for non-Council business is not permitted). This includes the use of resources for electoral purposes is not restricted to the Caretaker Period.

Council staff must not be asked to undertake any tasks connected directly or indirectly with an election campaign and must avoid assisting Elected Members in ways that could create a perception that they are being used for electoral purposes. In any circumstances where the use of Council resources might be construed as being related to a candidate's election campaign, advice is to be sought from the CEO.



WEST DALY REGIONAL COUNCIL Agenda Special Council Meeting – 15 December 2016

Council resources, including material published by the Council, cannot be used for the advantage of a particular candidate or group of candidates. Council resources must only be used for normal Council business (which excludes the preparation or dissemination of campaign material).

Council resources must not be used for the advantage of a particular candidate or group of Candidates; however, Council may allow the equal use of Council resources by all candidates preparing for the election.

This Policy does not cover material authorised by the CEO or Returning Officer to facilitate the conduct of the election or encourage voter participation.

Access to Information

All candidates will have equal rights to access public information and any assistance and advice provided to candidates as part of the conduct of the Council election will be provided equally to all candidates. Usual Freedom of Information (FOI) procedures will apply.

Media

No media advice or support will be provided in relation to election issues or in regard to publicity that involves specific Elected Members. If satisfied that advice sought by an Elected Member during the Caretaker Period does not relate to the election or publicity involving any specific Elected Member(s), the CEO may authorise the provision of a response to such a request.

Website

During the Caretaker Period any new material placed on the Council website, which refers to the election should only relate to the election process by way of information, education or publicity. Information about Council Members should be restricted to names, contact details, titles, membership of committees and other bodies to which they have been appointed by the Council.

Attendance and participation at Council organised activities and events

Events and/or functions organised by the Council and held during the Caretaker Period will be limited to only those that the CEO considers appropriate and should not in any way be associated with any issues that in the CEO's opinion, are considered relevant to, or likely to influence the outcome of, an election.

Excluding the Mayor and Deputy Mayor fulfilling their functions as prescribed by Section 43 of the Local Government Act, Elected Members that are also candidates should not, without the prior approval of the CEO, be permitted to make speeches or addresses at events/functions organised or sponsored by the Council during the Caretaker Period.

All known candidates are to be invited to events/functions organised by the Council during the Caretaker Period.



WEST DALY REGIONAL COUNCIL Agenda Special Council Meeting – 15 December 2016

Elected Members may continue to attend events and functions hosted by external bodies during the Caretaker Period.

Public consultation during the Caretaker Period

The Council will not commission or approve any public consultation where it is likely that such consultation will continue into the Caretaker Period.

This Policy does not prevent any mandatory public consultation required by the Local Government Act or any other relevant Act which is required to be undertaken to enable the Council to fulfil its functions.

TERMINOLOGY AND REFERENCES

Caretaker Period means the period of time during which the caretaker practices are in force prior to the declaration of a General Election or a By-election for the position of Mayor. The caretaker practices will apply from the close of nominations on Nomination Day until the declaration of the Results of the election pursuant to Regulation 56 of the NT Local Government (Electoral) Regulations.

Extraordinary Circumstances means a situation that requires a major policy decision of the Council because:

- a. In the CEO's opinion, the urgency of the issue is such that it cannot wait until after the election;
- b. Of the possibility of legal and/or financial repercussions if a decision is deferred; or
- c. In the CEO's opinion, it is in the best interest of the Council for the decision to be made as soon as possible.

Major Policy Decision means a decision to:

- Enter into any contract or lease involving expenditure inclusive of GST that exceeds one per cent (1%) of the annual budgeted revenue in the relevant financial year;
- Appoint or terminate the appointment of a Chief Executive Officer;
- Make a decision relating to the Chief Executive Officer's remuneration;
- Spend unbudgeted monies;
- Conduct unplanned public consultation;
- Endorse a new policy;
- Dispose of Council land;
- Approve community grants; or
- Progress any matter which is contentious or has been identified as an election issue.

Major Policy Decisions do not include:

- Decisions that relate to the carrying out of works in response to an emergency or disaster;
- An expenditure or other decision required to be taken under an agreement by which funding is provided to the Council by the Commonwealth or Territory Government or otherwise for the council to be eligible for funding from the Commonwealth or Territory Government;
- The suspension of the CEO for serious and wilful misconduct;
- The appointment of an acting CEO.



WEST DALY REGIONAL COUNCIL Agenda Special Council Meeting – 15 December 2016

Nomination Day means nomination Day as defined in the NT Local Government (Electoral) Regulations.

IMPLEMENTATION AND DELEGATION

Role of the CEO in Implementing Caretaker Practices

The role of the CEO in implementing the caretaker practices outlined in this policy is as follows. The CEO will ensure, as far as possible, that:

- All Elected Members and staff are aware of the Caretaker Policy and practices at least 30 days prior to the start of the Caretaker Period; and
- Any major policy or significant decisions required to be made by the Council are scheduled for Council consideration prior to the Caretaker Period or deferred where possible for determination by the incoming Council.

EVALUATION AND REVIEW

This Policy should be reviewed once during the term of the Council.

REFERENCES

Local Government Act
Local Government (Electoral) Regulations

FURTHER INFORMATION:

Human Resource Advisor

| | |
|-------------------|-------------------------------------------|
| Approved by: | [insert] |
| Approval Date: | |
| Review Date: | 1 st December, 2017 |
| Review Authority: | Chief Executive Officer |
| Applicable to: | All Council employees and Elected Members |
| Version No: | 1 |

3. STAFF TRAVEL

If you travel as part of your work with West Daly Regional Council, Council will ensure you are not out-of-pocket for all reasonable expenses.

USE OF PRIVATE VEHICLE

If you are required to travel on behalf of the Council, or to travel away from your usual place of work to cover for another team member, or to undertake special duties, you are allowed to either:

- Claim reimbursement for actual expenses incurred, or
- Claim a travel allowance in respect of accommodation, meals and incidental expenses.

Claims for reimbursement can only be made after you have incurred the relevant expenditure. You need to keep receipts to substantiate your claim.

A claim for travel allowance must be made before commencement of the travel, or as soon as practicable after commencement of the travel. It will be paid at the relevant ATO rates.

For the purposes of this policy, you are considered to be travelling if you are required to travel 200 Km or more from your usual place of work, or the nature of your duties requires you to stay overnight in temporary accommodation.

MINIMUM STANDARDS OF ACCOMMODATION

You will be provided with accommodation that is at least consistent with the 3-star rating used in RACQ/NRMA/RACV/AANT etc. accommodation directories, except where this standard is not available in a particular location. Accommodation costs should be limited to a maximum of the ATO rates, unless special circumstances exist.

LIMITS ON MEALS

You are limited to actual and reasonable meal costs, provided the meals are not excessive. The reimbursement per meal is limited to the maximum of the approved ATO rate. You are not entitled to expenses or meal allowance for meals that are provided at Council's expense or as part of a fare, such as meals on a plane. You will not be reimbursed for alcoholic beverages or items from a mini bar.

INCIDENTAL EXPENSES

Official telephone calls, faxes, internet access and postage costs will be paid by Council.

Other incidental expenses such as newspapers, magazines, coffee etc., private telephone calls or personal items necessary for travel will be covered through payment of the incidental allowance at ATO rates. This amount is payable in respect of any day on which you travel as part of your work.

EXPENSES AND TRAVEL ALLOWANCE FORMS



WEST DALY REGIONAL COUNCIL Agenda Special Council Meeting – 15 December 2016

You must claim reimbursement of expenses using an Expenses Form and attach copies of any receipts. In some instance it may not be possible to obtain a receipt, in which case a statutory declaration needs to be completed with the details and the nature of the expenditure. The statutory declaration must be signed and submitted with the reimbursement claim.

You must claim Travel Allowance using a Travel Allowance Form.

APPROVALS

All travel must be approved before commencement of travel.

All travel applications and claim forms required to be signed by your Manager, or in the case of Managers, by the Chief Executive Officer.

Following travel, the confirmation page of the Trave Allowance must be completed and signed.

REFERENCES

Local Government Industry Award 2010
Local Government Act
Australian Taxation Office

FURTHER INFORMATION:

Human Resource Advisor

| | |
|-------------------|--------------------------------|
| Approved by: | [insert] |
| Approval Date: | |
| Review Date: | 1 st December, 2017 |
| Review Authority: | Chief Executive Officer |
| Applicable to: | All Council employees |
| Version No: | 2 |

Recommendation:

THAT Council adopts the following policies with immediate effect:

1. Workplace Bullying and Harassment;
2. Caretaker Period;
3. Staff Travel.

Moved:

Second:

Carried:

12 POWER METERS

Author: Ramesh Pudasaini, Acting Deputy CEO / Senior Financial Consultant

Purpose

For Council to approve on change of power meter in staff occupied units from credit meters to Pre Paid Meters (PPM).

Background

In communities many properties are provide to staff members in reasonable monthly rental amounts which included basic maintenance, water and sewerage expenses. Electricity cost is tenant's responsibility, but in many council properties, electricity meter have been shared within the lot and employee are not paying as cost could not be determined for each unit.

| WDRC Staff Housing | Common Electricity Meter |
|---------------------------------------|--------------------------|
| 363 Pultchen St Wadeye | Yes |
| 363/1 Pultchen St Wadeye | |
| 363/2 Pultchen St Wadeye | |
| 372 Thanpa Crt Wadeye | Yes |
| 372/1 Thanpa Crt Wadeye | |
| 372/2 Thanpa Crt Wadeye | |
| 372/3 Thanpa Crt Wadeye | |
| 372/4 Thanpa Crt Wadeye | |
| 381 Banthan St Wadeye | Yes |
| 381/1 Banthan St Wadeye | |
| 381/2 Banthan St Wadeye – used by TDC | |
| 459 Banthan St Wadeye | Yes |
| 459/1 Banthan St Wadeye | |
| 459/2 Banthan St Wadeye | |
| 459/3 Banthan St Wadeye | |
| 459/4 Bathnan St Wadeye | |
| 497 Ngumink St Wadeye | |
| 497/1 Ngumink St Wadeye – Used by TDC | |
| 497/2 Ngumink St Wadeye | |
| 602 Nguluyguy St Wadeye | Yes |
| 602/1 Nguluyguy St Wadeye | |
| 602/2 Nguluyguy St Wadeye | |
| 606 Bem St Wadeye | Yes |
| 606/1 Bem St Wadeye | |
| 606/2 Bem St Wadeye | |
| Lot 14 Peppimenart | Yes |
| Lot 14 (A) Peppimenart St. | |
| Lot 14 Peppimenart St. | |



WEST DALY REGIONAL COUNCIL Agenda Special Council Meeting – 15 December 2016

Impact for Council

Till date council has paid \$47,000 on electricity expenses related to staff houses where meter have been shared among units. To change meter and put new meter in each property will cost council around \$13,000 (\$524 each for PPM) and will cost no more in future as staff will be buying their own charge card to top electricity.

Recommendation:

THAT Council has authorised to change / add new meters in listed property

Moved:

Second:

Carried:

13 AGREEMENTS REQUIRING THE COMMON SEAL

Author: Rebecca Purser, Governance Officer

Under the Local Government Act – Section 26 – the use of the Common Seal must be signed by the Chief Executive Officer and at least one member of Council.

The West Daly Regional Council Common Seal is required to be used on the following document:

1. Emu Point Creche – Budget Based Funding Deed of Variation.

Recommendation:

THAT Council receive and notes and allow the use of the Common Seal.

Moved:

Second:

Carried:

14 CLOSE OF MEETING

Time:

15 NEXT MEETING

The next Ordinary Council Meeting of West Daly Regional Council will be held on 25th January 2016.

16 CONFIDENTIAL ITEMS

CONFIDENTIAL: Section 65(2), regulations part 4 8(c)(i) cause commercial prejudice

ATTACHMENT

1

the 1990s, and the 1990s have seen a rapid increase in the number of people who have been diagnosed with the disease.

There are a number of reasons why the incidence of the disease has increased so rapidly. One of the most important is the fact that the disease is now being diagnosed at an earlier age. In the past, the disease was often only diagnosed in people who were over 60 years old. However, in the 1990s, the disease has been diagnosed in people who are as young as 20 years old. This is due to a number of factors, including the fact that the disease is now being diagnosed more frequently in people who are younger than 60 years old.

Another reason why the incidence of the disease has increased so rapidly is the fact that the disease is now being diagnosed more frequently in people who are younger than 60 years old. This is due to a number of factors, including the fact that the disease is now being diagnosed more frequently in people who are younger than 60 years old. This is due to a number of factors, including the fact that the disease is now being diagnosed more frequently in people who are younger than 60 years old.

There are a number of reasons why the incidence of the disease has increased so rapidly. One of the most important is the fact that the disease is now being diagnosed at an earlier age. In the past, the disease was often only diagnosed in people who were over 60 years old. However, in the 1990s, the disease has been diagnosed in people who are as young as 20 years old. This is due to a number of factors, including the fact that the disease is now being diagnosed more frequently in people who are younger than 60 years old.

Another reason why the incidence of the disease has increased so rapidly is the fact that the disease is now being diagnosed more frequently in people who are younger than 60 years old. This is due to a number of factors, including the fact that the disease is now being diagnosed more frequently in people who are younger than 60 years old. This is due to a number of factors, including the fact that the disease is now being diagnosed more frequently in people who are younger than 60 years old.

There are a number of reasons why the incidence of the disease has increased so rapidly. One of the most important is the fact that the disease is now being diagnosed at an earlier age. In the past, the disease was often only diagnosed in people who were over 60 years old. However, in the 1990s, the disease has been diagnosed in people who are as young as 20 years old. This is due to a number of factors, including the fact that the disease is now being diagnosed more frequently in people who are younger than 60 years old.

Another reason why the incidence of the disease has increased so rapidly is the fact that the disease is now being diagnosed more frequently in people who are younger than 60 years old. This is due to a number of factors, including the fact that the disease is now being diagnosed more frequently in people who are younger than 60 years old. This is due to a number of factors, including the fact that the disease is now being diagnosed more frequently in people who are younger than 60 years old.

There are a number of reasons why the incidence of the disease has increased so rapidly. One of the most important is the fact that the disease is now being diagnosed at an earlier age. In the past, the disease was often only diagnosed in people who were over 60 years old. However, in the 1990s, the disease has been diagnosed in people who are as young as 20 years old. This is due to a number of factors, including the fact that the disease is now being diagnosed more frequently in people who are younger than 60 years old.

Another reason why the incidence of the disease has increased so rapidly is the fact that the disease is now being diagnosed more frequently in people who are younger than 60 years old. This is due to a number of factors, including the fact that the disease is now being diagnosed more frequently in people who are younger than 60 years old. This is due to a number of factors, including the fact that the disease is now being diagnosed more frequently in people who are younger than 60 years old.

SECTION 19 ALRA LEASE

Daly River/Port Keats Aboriginal Land Trust

Land Trust

and

West Daly Regional Council

Lessee

and

Northern Land Council

Land Council

Peppimenarti

CONTENTS

| | | |
|------------|----------------------------------------|-----------|
| 1. | Definitions and Interpretation | 1 |
| 2. | Grant of Lease | 5 |
| 3. | Rent | 5 |
| 4. | Rates, charges and taxes | 6 |
| 5. | Utilities and other charges | 6 |
| 6. | Land Council's approval | 7 |
| 7. | Improvements | 7 |
| 8. | Yield up | 7 |
| 9. | Land Trust's rights of entry | 8 |
| 10. | Requirements of authorities | 8 |
| 11. | Lessee to insure | 8 |
| 12. | Indemnity | 9 |
| 13. | Use of Land | 9 |
| 14. | Assignment and subletting | 10 |
| 15. | Quiet enjoyment | 10 |
| 16. | Dispute resolution | 11 |
| 17. | Termination | 11 |
| 18. | Further Term | 12 |
| 19. | Holding over | 13 |
| 20. | Costs of Lease and Registration | 13 |
| 21. | Notices | 13 |
| 22. | Goods and Services Tax | 14 |
| 23. | Interest | 14 |
| 24. | Extractive Minerals | 15 |
| 25. | Environmental Protection | 15 |
| 26. | Nuisance | 15 |

| | | |
|--------------------|----------------------------------------|-----------|
| 27. | Sacred Sites and Sacred Objects | 15 |
| 28. | Native Title | 16 |
| 29. | Employment | 16 |
| 30. | Liquor and Drugs | 16 |
| 31. | Planning and Survey | 17 |
| 32. | Extension of Term | 17 |
| 33. | Confidentiality | 18 |
| 34. | Land Council Role | 19 |
| 35. | General | 20 |
| Schedule 1. | - Particulars | 21 |
| Schedule 2. | - Land Council's Direction | 24 |
| Schedule 3. | - Minister's consent | 25 |
| Schedule 4. | - Purpose, UCV and Rent | 26 |
| Schedule 5. | - Plan | 27 |

DATE

This Lease is dated 20 June 2016

PARTIES

This Lease is made between and binds the following parties:

- 1. **Daly River/Port Keats Aboriginal Land Trust** of c/- the Northern Land Council, 45 Mitchell Street, Darwin NT 0801 (**Land Trust**)
- 2. **West Daly Regional Council (Lessee)**
- 3. **Northern Land Council** an Aboriginal Land Council established under the *Aboriginal Land Rights (Northern Territory) Act 1976 (Cth)* of 45 Mitchell Street Darwin NT 0800 (**Land Council**)

CONTEXT

This Lease is made in the following context:

- A. The Land is vested in the Land Trust.
- B. The Land Trust wishes to grant to the Lessee a lease of the Land for the Permitted Use.
- C. Subsection 19(4A) of the Act permits the Land Trust, in certain circumstances, to grant an estate or interest in land vested in it to any person for any purpose.
- D. The Land Council has given a direction under subsection 19(4A) of the Act to the Land Trust to grant the Lease.
- E. The Lessee wishes to accept the grant of a lease of the Land for the Permitted Use.
- F. Where required, the Minister has given written consent to the grant of this lease under subsection 19(4A) and subsection 27(3) of the Act, and to the granting of subleases and other rights under subsection 19(8) of the Act, such form of consent being set out in Schedule 3;

1. Definitions and Interpretation

1.1. Unless the contrary intention appears, a term in bold type has the meaning shown opposite it:

| | |
|-----------------------------|-------------------------------------------------------------------------------|
| Aboriginal | has the meaning given in the Act. |
| Aboriginal tradition | has the meaning given in the Act. |
| Act | means the <i>Aboriginal Land Rights (Northern Territory) Act 1976 (Cth)</i> . |

| | |
|---------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Business Day | means a day that is not a Saturday, Sunday or a public holiday in the Northern Territory. |
| Commencement Date | means the date specified in Item 4. |
| Commercial Purpose | means a purpose which involves promoting, advertising, selling, having sold or otherwise disposing of or gaining a commercial return from a product or service, excluding recovering costs for the provision of government services in accordance with government policy by charging a fee for service; |
| Confidential Information | means: <ul style="list-style-type: none"> a. Information that at the time of disclosure by a Disclosing Party is identified to the Receiving Party as being confidential; and/or b. all other Information belonging or relating to a Disclosing Party, or any Related Entity of that Disclosing Party, that is not generally available to the public at the time of disclosure other than by reason of a breach of this Lease; and/or c. which the Receiving Party knows, or ought reasonably to be expected to know, is confidential to that Disclosing Party. |
| Default Rate | means the monthly average yield of 90-day bank accepted bills published by the Reserve Bank of Australia on 1 June each year (the 90-Day Bank Bill Rate) or in the event that the 90-Day Bank Bill Rate is suspended or discontinued, the index benchmark that most nearly reflects the method of calculating the 90-Day Bank Bill Rate. |
| Disclosing Party | means the party to whom Information belongs or relates. |
| Further Term | means the period specified in Item 14. |
| Information | means any information, whether oral, graphic, electronic, written or in any other form, including: <ul style="list-style-type: none"> a. forms, memoranda, letters, specifications, processes, procedures, statements, |

| | |
|----------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | <p>research and development information, know-how, designs, plans, photographs, microfiche, business records, notes, accounting procedures or financial information, names and details of agents, employee details, reports, drawings and data;</p> <p>b. copies and extracts made of or from that information and data, whether translated from the original form, recompiled, partially copied, modified, updated or otherwise altered; and</p> <p>c. samples or specimens (if any) disclosed either before or after execution of this Lease.</p> |
| Land | means the land described in Item 1 and includes the buildings and other improvements on the land. |
| Land Council | means the Northern Land Council established under the Act. |
| Lease | means this lease, including the context, the Schedule and any Annexures. |
| Lessee's Representative | means the person for the time being performing the duties and functions of the office or person specified in Item 12. |
| Minister | means the minister responsible for administering the <i>Aboriginal Land Rights (Northern Territory) Act 1976</i> (Cth). |
| Northern Territory Entity | means the Northern Territory of Australia, a statutory body, statutory authority or government owned corporation of, or entity controlled by, the Northern Territory of Australia. |
| Permitted Use | means the permitted use described in Item 7. |
| Plan of Survey | means a plan of survey that fulfils the criteria set out in section 49(3) of the <i>Licensed Surveyors Act</i> |
| Purpose | means the purpose described in Item 6. |
| Receiving Party | means the party to whom Information belonging or relating to a Disclosing Party is disclosed or who possesses or otherwise acquires Information belonging or relating to a Disclosing Party. |

| | |
|---------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Rent | means the amount specified at "Total Rent payable under this Lease" in Schedule 4, as adjusted in accordance with this Lease. |
| Revaluation Notice | means a notice served by the Land Trust in accordance with clause 3.3.a. |
| Revaluation Date | means each revaluation date specified in Item 16. |
| Sacred Object | means an object which is sacred or otherwise significant to any traditional Aboriginal owner according to Aboriginal tradition. |
| Sacred Site | has the meaning given to it in the Act. |
| Subdivision | has the meaning give to that term in section 5 of the <i>Planning Act</i> |
| Term | means the period specified in Item 5 together with the Further Term, if applicable, unless this Lease is earlier terminated. |
| Third Party | means a party other than a party to this Lease. |
| Unimproved Capital Value | has the meaning given to that term in the <i>Valuation of Land Act (NT)</i> as in force at 1 January 2011, or such other meaning as is agreed between the parties. |
| Waste | means any waste material generated by the Lessee including refuse, garbage, oil, chemicals and all other waste material. |

- 1.2. In this Lease, unless a contrary intention appears:
- a. a reference to an Item is a reference to an Item in Schedule 1;
 - b. a reference to a Schedule is a reference to a Schedule to this Lease;
 - c. words in the singular include the plural and vice versa;
 - d. words importing one gender includes the other gender; and
 - e. the terms "Land Trust", "Land Council" and "Lessee" include their respective successors in title.
 - f. a reference to any agency or body, if that agency or body ceases to exist or is reconstituted, renamed or replaced or has its powers or functions removed (defunct body), means the agency or body which performs most closely the functions of the defunct body.

2. Grant of Lease

- 2.1. In consideration of the Rent and the Lessee's covenants, the Land Trust leases to the Lessee the Land, and grants to the Lessee the rights specified in Item 2, for the Term.
- 2.2. The Land Trust reserves to itself the rights specified in Item 3.

3. Rent

- 3.1. The Lessee must, during the Term, pay to the Land Council the Rent in the manner specified in Item 8.
- 3.2. On each anniversary of the Commencement Date during the Term (except for any such anniversary in relation to which a revaluation occurs under clause 3.3), the Rent will increase by the amount or percentage specified in Item 9.
- 3.3. Either party may adjust the Rent on each Revaluation Date as follows:
 - a. not more than 12 months before and not less than 3 months before the relevant Revaluation Date, a party may notify the other party in writing of its wish to adjust the Rent;
 - b. once a Revaluation Notice has been issued, the Land Trust and the Lessee must meet to adjust the Rent (based on the percentage amount set out in column 5 of Schedule 4 of the revaluation of the Unimproved Capital Value of the Land) and the manner in which it is to be paid (including both the period of payment, and whether it is paid in advance or arrears);
 - c. if the Land Trust and the Lessee agree an adjusted Rent amount as set out in clause 3.3.b on or before 2 months prior to the relevant Revaluation Date, then on and from the relevant Revaluation Date, that agreed Rent and manner of payment will apply;
 - d. if the Land Trust and the Lessee are unable to agree on an adjusted Rent amount as set out in clause 3.3.b on or before 2 months prior to the relevant Revaluation Date, either party may request the Northern Territory Valuer-General to determine the Unimproved Capital Value of the Land and the Rent (based on the percentage amount set out in column 5 of Schedule 4 of the revalued Unimproved Capital Value of the Land) to apply on and from the relevant Revaluation Date;
 - e. subject to 3.3 f., the Land Trust may also, at its own cost, request an independent valuer to determine the Unimproved Capital Value of the Land and Rent (based on the revalued Unimproved Capital Value of the Land) to apply from the relevant Revaluation Date;

- f. the Land Trust and the Lessee must both agree on:
 - A. the independent valuer who is engaged to determine the Unimproved Capital Value in accordance with clause 3.3.f; and
 - B. the terms of reference on which that independent valuer is to be engaged,and should the Land Trust and the Lessee be unable to agree on the matters set out in clauses 3.3.f.A and 3.3.f.B, then the terms of clause 16 will apply;
- g. valuation of the land must be determined on the basis that the lots are unimproved and on the terms and conditions of this Lease.
- h. if the Rent determined in accordance with clauses 3.3.d and 3.3.e is less than the Rent applicable for the preceding year, the Rent will remain the same as was applicable in the preceding year (as adjusted in accordance with clause 3.2);
- i. the costs of the Northern Territory Valuer-General must be borne by the Lessee and Lessor equally.
- j. If, for any reason, the office of the Northern Territory Valuer-General does not exist or ceases to exist during the Term, the parties agree that the Australian Valuation Office will carry out the role of the Northern Territory Valuer-General under this Lease.

4. Rates, charges and taxes

- 4.1. The Lessee must pay all rates, charges and taxes in respect of the Land and any building located upon the Land.
- 4.2. The Land Trust must promptly forward any notices in respect of rates, charges or taxes in relation to the Land to the Lessee.
- 4.3. Nothing in clause 4.1 prevents the Lessee from recovering rates, charges and taxes from any sublessee.

5. Utilities and other charges

- 5.1. The Lessee must pay for all electricity, water and gas consumed or used by the Lessee on the Land, and any other charges specified in Item 10.
- 5.2. Nothing in clause 5.1 prevents the Lessee from passing liability for the consumption of electricity, water or gas, or other charges to a sublessee.

6. Land Council's approval

- 6.1. For the purposes of clauses 7.2, 13.1 and 14.2, the Lessee acknowledges that the Land Council may be required to consult and undertake a consultation process before being in a position to provide approval and for the purpose of determining if the Land Council has delayed in providing approval under this Lease, this process will be taken into account.

7. Improvements

- 7.1. All buildings, infrastructure and other improvements which are on the Land at the Commencement Date are the property of the Land Trust.
- 7.2. The Lessee must not construct, place, extend, make external additions to, replace or remove any buildings, infrastructure or other structures on the Land without the express written approval of the Land Council, which approval must not be unreasonably withheld or delayed. For the avoidance of doubt, it would be unreasonable to refuse consent under this clause if the construction is consistent with the Purpose and Permitted Use and the Lessee has complied with the Planning Scheme, the terms of this Lease, and all applicable laws.
- 7.3. Having regard to the condition of the buildings, infrastructure and other improvements and the Land at the Commencement Date, the Lessee is responsible for the maintenance and repair of any buildings, infrastructure and other improvements it constructs or places on the Land in accordance with clause 7.2 and of all buildings, infrastructure and other improvements referred to in clause 7.1 during the Term subject to its normal policies as to maintenance, repair and replacement of remote infrastructure.
- 7.4. Any reference to infrastructure in this clause 7 does not include infrastructure that is owned by or is the responsibility of a third party service provider and which is listed in Item 15.

8. Yield up

- 8.1. On the expiry or earlier termination of the Lease (including termination as a result of the Lessee's default), all buildings, infrastructure or other improvements which the Lessee constructed on the Land after the Commencement Date will become the property of the Land Trust.
- 8.2. The Lessee may remove any buildings, infrastructure or improvements that it constructed after the Commencement Date from the Land prior to the expiration or earlier termination of this Lease provided that such removal can be effected without causing

any substantial damage to the Land and the Lessee will make good any damage caused by such removal.

- 8.3. The Lessee must, having regard to the condition of the Land at the Commencement Date, throughout the Term keep, and at the termination of this Lease, yield up the Land in a clean and tidy condition in accordance with its normal policies as to maintenance, repair and replacement of remote infrastructure, subject to fair wear and tear.
- 8.4. The Lessee may at or prior to the expiration of this Lease remove from the Land any plant, equipment, machinery, furniture or other chattels which are not fixtures that were brought on to the Land by the Lessee on or after the Commencement Date but the Lessee must not, in carrying out such removal, do any damage to the Land or fixtures thereon and must make good any damage which the Lessee causes in carrying out such removal.

9. Land Trust's rights of entry

- 9.1. The Land Trust or its nominee may, at reasonable times and on giving reasonable written notice to the Lessee, enter the Land for the purpose of inspecting the state of repair of the Land.
- 9.2. In an emergency, the Land Trust or its nominee may at any time, without giving notice if that is impracticable, enter the Land unaccompanied for the purpose of ascertaining and, if found necessary, remedying the cause of the emergency and the Land Trust must in all such cases promptly inform the Lessee in writing of the entry.
- 9.3. In exercising its rights of entry under this clause, the Land Trust must cause no undue interference to the occupation, use or enjoyment of the Land by the Lessee, and as soon as practicable, make good any damage caused to the Land or the Lessee by exercise of those rights.
- 9.4. Any access by the Land Trust or its nominee under this Lease is subject to the Lessee's reasonable security requirements.

10. Requirements of authorities

- 10.1. The Lessee must comply with all statutes, ordinances, regulations and by-laws relating to the use of the Land by the Lessee but only to the extent that the Lessee is bound to comply.
- 10.2. Subject to clause 10.1, the Land Trust must comply with all statutes, ordinances, regulations and by-laws applicable to the Land.

11. Lessee to insure

- 11.1. During the Term the Lessee must maintain insurance in respect of:

- a. public liability for not less than the sum specified in Item 13;
 - b. loss of or damage to the buildings and all other improvements on the Land erected by or on behalf of the Lessee for their full reinstatement value; and
 - c. workers compensation, as required by law.
- 11.2. The Lessee must, if required by the Land Trust, produce for inspection by the Land Trust reasonable proof of the existence of any insurance policy effected for the purposes of this clause and reasonable evidence of its renewal.
- 11.3. If the Lessee is self-insured with respect to the Land, it is not obliged to take out separate policies of insurance to satisfy its obligations under clause 11.1 or comply with clause 11.2.

12. Indemnity

- 12.1. The Lessee must indemnify the Land Trust and the Land Council from and against all claims, liabilities, costs (on a solicitor and client basis), losses and expenses for which the Land Trust becomes liable or incurs and which arise from:
- a. the negligent use or misuse by the Lessee of the Land; and
 - b. loss, damage or injury to property or to a person within or outside the Land to the extent caused or contributed to by the negligent act or omission of the Lessee in connection with the Lessee's use of the Land; and
 - c. any breach of this lease by the Lessee.
- 12.2. The Lessee's liability to indemnify the Land Trust and the Land Council will be reduced proportionally to the extent that the negligence of the Land Trust or the Land Council contributed to such liability.

13. Use of Land

- 13.1. The Lessee must not use the Land for any purpose other than the Permitted Use or for any purpose that is not reasonably incidental to the Permitted Use without the written consent of the Land Council, such consent not to be unreasonably withheld or delayed.
- 13.2. The Land Trust acknowledges that at the Commencement Date of this Lease, the Lessee's Purpose as set out at Item 6 of Schedule 1 and Schedule 4 is not a Commercial Purpose and, subject to a change to the Lessee's Purpose, clause 13.4 and 13.5 will not apply to this Lease.

- 13.3. The parties agree that, despite any other provision of this Lease, the Lessee must not use the Land for a Commercial Purpose, except with the Land Council's written consent.
- 13.4. Subject to clause 13.2, if:
- a. the Land Trust determines that any part of the Land is capable of being used for a Commercial Purpose; and
 - b. such use does not have a material impact on the Lessee's use of the Land in accordance with the Purpose,
- then the Land Trust may request in writing that the Lessee excise the relevant area from the Land.
- 13.5. The Lessee must not unreasonably refuse to excise the part of the Land referred to in clause 13.4.

14. Assignment and subletting

- 14.1. The Land Trust and the Land Council consent:
- a. to the Lessee transferring, subletting or assigning this Lease (whether in respect of the whole or part of the Premises) to a Northern Territory Entity; and
 - b. to the Lessee granting licences, tenancy agreements or rights of access from time to time provided they are consistent with the Permitted Use.
- 14.2. In relation to a transfer, sublet or assignment to which clause 14.1 does not apply, the Lessee acknowledges that, subject to clause 14.4, it must not transfer its interest in this Lease or grant an interest in the Land to another person unless it has first obtained the written consent of the Land Council such consent not to be unreasonably withheld or delayed.
- 14.3. Subject to clause 14.1 and 14.4, the Lessee acknowledges that any purported transfer of its interest in this Lease without the written consent of the Land Council will be invalid.
- 14.4. Any direct or indirect change in the beneficial ownership of the Lessee's shares or membership (if applicable) which amounts to a change in the effective control of the Lessee will be treated as an assignment of this Lease and requires the prior written consent of the Land Council such consent not to be unreasonably withheld.

15. Quiet enjoyment

- 15.1. The Land Trust covenants with the Lessee that the Lessee may peaceably hold and enjoy the Land during the Term without any interruption or disturbance from the Land Trust or any person lawfully claiming through or under the Land Trust.

16. Dispute resolution

- 16.1. The parties agree that a dispute arising under this Lease will be dealt with as follows:
- a. the party claiming that there is a dispute will give the other party a notice setting out the nature of the dispute;
 - b. within 7 Business Days after receipt of that notice each party will nominate a representative;
 - c. the representatives will try to settle the dispute by direct negotiation between them;
 - d. failing settlement within a further 14 Business Days, the parties may agree to refer the dispute to an independent third person with power:
 - A. to intervene and direct some form of resolution, in which case the parties will be bound by that resolution; or
 - B. to mediate and recommend some form of non-binding resolution;
 - e. the parties will cooperate fully with any process instigated under this clause 16.1.d in order to achieve a speedy resolution; and
 - f. if a resolution is not reached within a further 28 Business Days, either party may commence legal proceedings or exercise any other rights it may have under or in respect of this Lease.
- 16.2. Subject to clause 20.3.b each party will bear its own costs of complying with this clause 16, and the parties must bear equally the cost of any third person engaged under clause 16.1.d.
- 16.3. This clause 16 does not apply to legal proceedings by either party seeking urgent interlocutory relief nor to recovery of Rent payable under this Lease.

17. Termination

- 17.1. The Lessee defaults under this Lease if:
- a. the Rent is unpaid after it becomes due and the Lessee fails to pay the Rent within 60 days after the receipt of a notice from the Land Trust which sets out the failure to pay and demands payment; or
 - b. the Lessee:
 - A. is properly required by the Land Council by notice to carry out repairs or maintenance and the Lessee fails to carry out those repairs or maintenance within 60 days after receipt of that notice or to proceed diligently to complete them; or

- B. fails to otherwise perform or observe a provision of this Lease and that failure is not capable of remedy, or is capable of remedy but continues for not less than 60 days after the Land Trust gives notice to the Lessee to remedy that failure; or
 - C. abandons the Land, or ceases using the Land for the Purpose for a period exceeding 30 days; or
 - D. an administrator, receiver, manager or controller is appointed to the Lessee or a resolution is passed or proceedings are commenced for the winding up of the Lessee.
- 17.2. Subject to any requirements under law, if the Lessee defaults, the Land Trust may do one or more of the following without affecting any pre-existing rights of a party:
- a. re-enter and take possession of the Land;
 - b. by notice to the Lessee, terminate this Lease; and
 - c. exercise any of its other legal rights.
- 17.3. The Land Trust defaults under this Lease if the Land Trust fails to perform or observe a provision of this Lease and that failure is not capable of remedy, or is capable of remedy but continues for not less than 60 days after the Lessee gives notice to the Land Trust to remedy that failure.
- 17.4. If the Land Trust defaults, the Lessee may do either one or both of the following without affecting any pre-existing rights of a party:
- a. by notice to the Land Trust, terminate this Lease; and
 - b. exercise any of its other legal rights.
- 17.5. The Lessee may terminate this Lease at any time by giving not less than three months' written notice to the Land Trust.

18. Further Term

- 18.1. If:
- a. a Further Term is set out in Item 14; and
 - b. the Lessee wishes to lease the Land for the Further Term commencing upon the expiration of the period set out in Item 5; and
 - c. the Lessee gives notice to the Land Trust of that wish not less than 6 months prior to the expiration of the period set out in Item 5; and

d. the Lessee is not then in default of this Lease for the purposes of clause 17,

then the term of this Lease will be extended for the Further Term, commencing upon the expiration of the period set out in Item 5 and this Lease will be amended so that:

e. the Rent for the first rent period of the Further Term is agreed between the parties or, failing agreement within 3 months after the commencement of the Further Term, determined as if the commencement date of the Further Term was a Review Date; and

f. this clause 18 will be omitted.

19. Holding over

19.1. Subject to clause 19.2, where the Lessee continues in occupation of the Land after the expiration of the Term without any demand for possession having been made by the Land Trust, the Lessee is deemed to be holding the Land under a monthly tenancy determinable upon 3 month's notice (which notice may expire at any time) being given by either party to the other, at the same Rent and upon and subject to the same terms as are contained in this Lease so far as they can be applied to a monthly tenancy.

19.2. Clause 19.1 will not apply to the extent such continued occupation would create an offence under section 63(1) of the Planning Act.

20. Costs of Lease and Registration

20.1. The parties must each bear their own costs of and incidental to the negotiation, settlement, preparation and execution of this Lease.

20.2. The Lessee will pay any stamp duty payable in respect of or in connection with this Lease.

20.3. The Lessee shall pay the reasonable costs of the Land Trust and the Land Council in relation to:

a. reasonable costs of surveying and planning in relation to this Lease to the extent it is necessary and agreed between the parties prior to the Land Trust and the Land Council incurring any such costs; and

b. costs incurred by the Land Trust or Land Council, including legal costs, arising from or in connection with the Lessee's breach of a term of this Lease.

21. Notices

21.1. Any notice, demand, consent or other communication required to be given or served under the Lease is duly given to or served on:

- a. the Land Trust or the Land Council, if in writing signed by or on behalf of the Lessee's Representative and delivered by hand or sent by prepaid post or facsimile transmission addressed to the Land Trust's Representative or the Land Council's Representative in accordance with Item 11 or to such other address as may be notified by the Land Trust or the Land Council to the Lessee from time to time; and
- b. the Lessee, if in writing signed by the Land Trust's Representative or the Land Council's Representative and delivered by hand or sent by prepaid post or by facsimile transmission addressed to the Lessee's Representative in accordance with Item 12 or to such other address as may be notified by the Lessee to the Land Trust and the Land Council from time to time.

22. Goods and Services Tax

- 22.1. For the purposes of this clause:
 - a. **GST Act** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
 - b. **adjustment event, adjustment note, GST, input tax credit and taxable supply** have the meanings given to those terms in the GST Act.
- 22.2. Unless otherwise stated, all amounts payable by one party to the other party under this Lease are exclusive of GST.
- 22.3. A recipient of a taxable supply made under this Lease must pay to the supplier an amount equivalent to any GST paid or payable by the supplier in respect of the taxable supply, subject to the supplier issuing a valid tax invoice in accordance with the GST Act to the recipient.
- 22.4. A party's obligation to reimburse the other party for an amount paid or payable to a third party includes GST on the amount paid or payable to the third party, except to the extent that the party being reimbursed is entitled to claim an input tax credit for that GST.
- 22.5. Each party must issue an adjustment note to the other party as soon as it becomes aware of an adjustment event relating to a taxable supply by it under this Lease.

23. Interest

- 23.1. In the event that any amount required to be paid by one party to another party pursuant to this Lease is not paid by the date such payment is due, interest may, at the option of the party entitled to receive the payment, accrue on such outstanding amount at the Default Rate and such interest will:

- a. be a debt due by the defaulting party to the non-defaulting party;
- b. accrue from the due date for payment until the date that payment is made in full; and
- c. accrue daily and be capitalised at the end of each calendar month.

24. Extractive Minerals

- 24.1. The Lessee acknowledges and agrees that for the purposes of this Lease it will not excavate or remove from the Land or any other land vested in the Land Trust any earth, stone, clay, sand or gravel for construction or upgrade works within the Land without entering into a separate agreement with the Land Trust and the Land Council permitting it to do so.

25. Environmental Protection

- 25.1. The Lessee shall not, and must ensure that its employees, servants and agents do not, dispose of any Waste on the Land or on any other area in such a way as it may leak, wash or be blown or otherwise enter into any watercourse or the sea.
- 25.2. The Lessee shall at all times endeavour to overcome and minimise any deleterious effects upon the environment arising from its use of the Land and shall reasonably rehabilitate all areas affected directly or indirectly by the use of the Land (subject to clause 8).
- 25.3. The Lessee shall store and keep all Waste in proper containers and shall dispose of all refuse regularly and hygienically.
- 25.4. The Land Trust reserves the right to impose such other conditions as are reasonable for the purposes of environmental protection, including but not limited to preventing the spread of exotic or noxious flora and fauna.

26. Nuisance

- 26.1. The Lessee shall not, and must ensure that its employees, servants and agents do not, carry on upon the Land or any part of the Land, any noisome, dangerous or offensive trade, business, process or activity which may become a nuisance to the Land Trust or persons living in the vicinity of the Land.

27. Sacred Sites and Sacred Objects

- 27.1. The Lessee must, prior to commencing the demolition or construction of any building, infrastructure or other structures on the Land, request from and receive an authority certificate from the Aboriginal Areas Protection Authority in relation to any Sacred Sites

or Sacred Objects on or near the land and must comply with the conditions set out in that authority certificate.

- 27.2. The Lessee must at all times and shall procure that its employees, servants and agents shall at all times respect and observe all due solemnity and deference in respect of Sacred Sites and Sacred Objects and the Lessee shall take all reasonable action requested by the Land Council to ensure the protection of Sacred Sites and Sacred Objects which might be in any way affected by the Lessee's operations under this Lease.

28. Native Title

- 28.1. The parties acknowledge that this Lease is not intended to extinguish any native title as may exist in relation to the Land immediately before the Commencement Date.

29. Employment

- 29.1. The Lessee must use its reasonable endeavours to maximise employment, training and business opportunities for Aboriginal people, including where the supply of goods or services is required by the Lessee in relation to the Land, the Lessee must use its best endeavours to ensure maximum use of Aboriginal sub-contractors where goods or services available from them are competitive as to price, continuity or certainty of supply, timing, quality and standard of skill as those available elsewhere or acceptable to the Lessee, and provided that this does not require the Lessee to act contrary to any laws or guidelines relating to procurement of goods and services.

30. Liquor and Drugs

- 30.1. The Lessee will ensure that its employees, servants and agents are informed that they must not take onto the Land or any other land vested in the Land Trust or sell for consumption on the Land or any other land vested in the Land Trust any:

- a. kava;
- b. liquor, that is, a beverage that contains more than 1.15% by volume of ethyl alcohol; or
- c. drug, the possession, consumption, sale or supply of which is prohibited or restricted under any statute; or
- d. any other substance that could reasonably be considered as likely to be abused;

unless such use is permitted under the law.

31. Planning and Survey

- 31.1. In the event that this Lease constitutes a sub-division for the purposes of the *Planning Act (NT)* and *Land Title Act (NT)*, the Lessee accepts the obligation to pursue at its own cost all necessary planning applications.
- 31.2. The Land Trust hereby authorises the Lessee to make a subdivision application pursuant to the *Planning Act (NT)* and *Land Title Act (NT)* and will provide all necessary consents and complete, amend and execute any documentation and produce the certificates of title for the Land at the Land Titles Office to achieve this.
- 31.3. If the Lessee is required to submit any application in accordance with any laws, including (without limitation) the *Planning Act (NT)* in respect of works specified under this Lease, the Land Trust and Land Council must do whatever is reasonable and necessary on its part to assist the Lessee to obtain all necessary approvals which may include signing applications for development consent.

32. Extension of Term

- 32.1. The Lessee must obtain as soon as reasonably practicable after the Commencement Date and at its sole cost:
- a. a Plan of Survey of the Premises;
 - b. the approval of the Surveyor-General to the Plan of Survey of the Premises under section 49(3) of the *Licensed Surveyors Act*; and
 - c. such approvals and consents as may be required in respect of a Subdivision that would arise from the creation of a lease of the Premises for a period of more than 12 years.
- 32.2. The Land Trust must do all things and sign all documents necessary for the Lessee to fulfil the requirements set out in clause 32.1, including providing to the Lessee, on or before the Commencement Date, a letter in such form as the Lessee reasonably requires, authorising the Lessee to apply to the Development Consent Authority for consent to subdivide the Land in accordance with a Plan of Survey by the creation of a lease of the Premises for a period of more than 12 years.
- 32.3. Upon the Lessee fulfilling the requirements set out in clause 32.1:
- a. the Lessee must immediately inform the Land Council in writing, and provide the Land Council with a copy of the approved Plan of Survey;
 - b. the term of this Lease will automatically be increased to 40 years;

- c. the plan attached to this lease at Schedule 5 will be replaced with the approved Plan of Survey;
 - d. the parties will execute and the Lessee will register a Land Titles Office Form 33 – Notice of Extension of Lease, within 30 days of the written notice provided under clause 32.3.a.
- 32.4. If an extension of the Term of this Lease as provided for in clause 32.2 is not permitted at law (or if the extension of the Term in the manner provided for in clause 32.2 is not capable of being accepted for registration), then upon the Lessee fulfilling the requirements under clause 32.1:
- a. the Lessee must surrender this Lease; and
 - b. the parties must enter into a new lease on identical terms to this Lease except:
 - A. the term will be 40 years from the Commencement Date; and
 - B. this clause 32 will be deleted; and
 - C. the plan attached to this lease at Schedule 5 will be replaced with the approved Plan of Survey.

33. Confidentiality

- 33.1. Subject to clauses 33.2 to 33.3, the Receiving Party must:
- a. keep the Confidential Information confidential and not directly or indirectly disclose, divulge or communicate any Confidential Information to, or otherwise place any Confidential Information at the disposal of, any other person without the prior written approval of the Disclosing Party;
 - b. take all reasonable steps to secure and keep secure all Confidential Information coming into its possession or control; and
 - c. only use the Confidential Information for the purposes of performing, and to the extent necessary to perform, its obligations under this Lease.
- 33.2. The obligations of confidentiality under clause 33 do not apply to:
- a. any Confidential Information that:
 - A. is disclosed to the Receiving Party by a Third Party entitled to do so, whether before or after the date of this Lease;
 - B. was already lawfully in the Receiving Party's possession when it was given to the Receiving Party and was not

otherwise acquired from the Disclosing Party directly or indirectly; or

C. is generally available to the public at the date of this Lease or subsequently becomes so available other than by reason of a breach of this Lease; and

b. any disclosure of Confidential Information by the Receiving Party that is necessary to comply with any court order or law, if, to the extent practicable and as soon as reasonably possible, the Receiving Party:

A. notifies the Disclosing Party of the proposed disclosure;

B. consults with the Disclosing Party as to its content; and

C. uses reasonable endeavours to comply with any reasonable request by the Disclosing Party concerning the proposed disclosure.

33.3. Subject to the later provisions of this clause 33, a Receiving Party may disclose Confidential Information to any employee, agent, contractor, officer, professional adviser, banker, auditor or other consultant of the Receiving Party (each a **Recipient**) only if the disclosure is made to the Recipient strictly on a "need to know basis" and, prior to the disclosure:

a. the Receiving Party notifies the Recipient of the confidential nature of the Confidential Information to be disclosed; and

b. either:

A. the Recipient is subject to a professional duty to maintain the Confidential Information; or

B. the Recipient undertakes to the Receiving Party (for the benefit of the Disclosing Party) to be bound by the obligations in this clause 33 as if the Recipient were the Receiving Party in relation to the Confidential Information to be disclosed to the Recipient.

34. Land Council Role

34.1. The Land Trust agrees that any act, matter or thing required or permitted to be done by the Land Trust under or otherwise in relation to this Lease may be done by the Land Council on behalf of and in the name of the Land Trust and all rights and entitlements of the Land Trust under or concerning this Lease shall be exercisable by the Land Council on behalf of and in the name of the Land Trust, including the service of notices and the commencement and defence of legal proceedings in relation to or concerning this Lease and appoints the Land Council as its agent.

35. General

- 35.1. This Lease will be governed by the law of the Northern Territory of Australia.
- 35.2. This Lease may be executed in a number of counterparts. All counterparts taken together constitute this Lease.
- 35.3. This Lease may be varied only by a further written document signed by all parties.
- 35.4. A breach or any right arising from a breach of this Lease is not waived by any failure to or delay in the exercise, or partial exercise, of that right of election or any other right.
- 35.5. Waiver of a breach or of any right of election arising from a breach of this Lease must be in writing and signed by the party granting the waiver.
- 35.6. Any provision of this Lease which is prohibited or unenforceable in any jurisdiction will be ineffective in that jurisdiction to the extent of the prohibition or unenforceability. This will not invalidate the remaining provisions of this Lease nor affect the validity or enforceability of the provision in any other jurisdiction.
- 35.7. The rights, powers and remedies provided to a party under this Lease are in addition to and do not exclude or limit any right, power or remedy provided by the law or equity or any agreement.
- 35.8. In addition to this clause 35, the following clauses survive the expiration or earlier determination of this Lease: clauses 6, 8, 12, 16, 19, 20.1, 22, 23, 25.2, 27, 28, 33 and 34.

SCHEDULE 1. - PARTICULARS

| | |
|------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>1. Land</p> | <p>The land identified in the plan attached at Schedule 5.</p> |
| <p>2. Rights granted to Lessee</p> | <p>The right to use any other land vested in the Land Trust for access to the Land and normal use and enjoyment of the Land and any building upon it (including provision of any services).</p> |
| <p>3. Rights reserved to Land Trust</p> | <p>The right to pass or run water, air, electricity, sewerage, drainage, gas and other substances through pipes, wires, tubes, conduits, ducts and cables running through the Land. All right, title and interest in any extractive minerals (including without limitation any earth, stone, clay, sand or gravel) found in or on the Land.</p> |
| <p>4. Commencement Date</p> | <p>1 July 2014</p> |
| <p>5. Term of Lease</p> | <p>12 years subject to clause 32</p> |
| <p>6. Purpose</p> | <p>The purposes specified in the table at Schedule 4 of this Lease and other uses reasonably incidental to those purposes.</p> |
| <p>7. Permitted Use</p> | <p>a. The use and occupation of the Land for the Purpose; b. The use and occupation of buildings or infrastructure on the Land for the Purpose; c. The construction of buildings and infrastructure on the Land for the Purpose as approved in accordance with clause 7.2; d. Alteration, extension, restoration, refurbishment or fitting out of buildings or infrastructure on the land for the Purpose; as approved in accordance with clause 7.2; e. The maintenance, repair, modification, improvement, replacement and removal of</p> |

| | |
|-------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | <p>buildings and infrastructure on the Land for the Purpose as approved in accordance with clause 7.2;</p> <p>f. Landscaping and clearing of the Land for the Purpose as approved in accordance with clause 7.2; and</p> <p>g. The right to provide services to the Land for the Purpose in accordance with clause 7.2.</p> |
| 8. Manner of payment of Rent | Annually, in advance |
| 9. Rent Increase | <p>An increase in an amount calculated as follows:</p> $X = \frac{(A \times B)}{C}$ <p>Where:</p> <p>X - is the increased amount;</p> <p>A – is the current amount;</p> <p>B – is the Consumer Price Index – All Groups Darwin published for the quarter immediately prior to the latest anniversary of the Commencement Date; and</p> <p>C – is the Consumer Price Index – All Groups Darwin published for the quarter immediately prior to the preceding anniversary of the Commencement Date,</p> <p>Provided that if X is calculated to be less than A, then there will be no change to the current amount.</p> |

| | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 10. Other costs payable by the Lessee pursuant to clause 5. | Not Applicable |
| 11. Land Trust's Representative and address for service of notices. Land Council's Representative and address for service of notices | c/- Chief Executive Officer Northern Land Council 45 Mitchell Street Darwin NT 0800 or to such other address as advised in writing from time to time Fax (08) 8920 5251 |
| 12. Lessee's Representative and address for service of notices | Chief Executive Officer West Daly Regional Council PO Box 2047 PARAP NT 0804 |
| 13. Public liability insurance amount | \$20,000,000 |
| 14. Further Term | Nil |
| 15. Third Party Service Provider Infrastructure | None identified |
| 16. Revaluation Date | Means each fifth anniversary of the Commencement Date during the Term. |

SCHEDULE 2. - LAND COUNCIL'S DIRECTION

The Northern Land Council directs the Port Keats/Daly River Aboriginal Land Trust to execute this Lease.

The common seal of the Northern Land Council was hereunto affixed by authority of resolution of the said Land Council in the presence of:



B Motlop
Witness

S. J. J.
Signature of Chairman

BRONWYN MOTLOP
Print name

SAMUEL BUSH-BANASI
Print full name of Chairman

LEGAL SECRETARY
Qualification

[Signature]
Signature of Executive Member

45 MITCHELL ST, DARWIN
Address/phone NT 0800
08 89205126

WAYNE WAUCHOPE
Print full name of Executive Member

[Signature]
Signature of Executive Member

RAYMOND HECTOR
Print full name of Executive Member

SCHEDULE 3. - MINISTER'S CONSENT



MINISTER FOR INDIGENOUS AFFAIRS

Reference: MS16-001559

Mr Joe Morrison
Chief Executive Officer
Northern Land Council
GPO Box 1222
DARWIN NT 0801

Dear Mr Morrison 

Thank you for your letter of 1 September 2015 seeking consent and approval under the *Aboriginal Land Rights (Northern Territory) Act* for the grant of a lease to the West Daly Regional Council in respect of land and infrastructure assets in the community of Peppinenarti. The relevant land was identified in Schedules 4 and 5 of the draft lease provided with that correspondence. I apologise for the delay in responding.

I am satisfied the Northern Land Council has complied with the provisions of sections 19(5) and 23(3) of the *Aboriginal Land Rights (Northern Territory) Act 1976*.

I have given my consent, under subsection 19(8) of the *Aboriginal Land Rights (Northern Territory) Act 1976*, to the West Daly Regional Council transferring its interest in the lease, or granting to another person an interest dependent upon its interest, in a manner consistent with the relevant provisions of the lease.

I have also given my approval under subsection 27(3) of the *Aboriginal Land Rights (Northern Territory) Act 1976* for the Daly River/Port Keats Aboriginal Land Trust and the Northern Land Council to enter into a contract (lease) with the West Daly Regional Council which may involve the receipt of an amount exceeding \$1 million over the term of the lease.

I previously wrote to you requesting your assistance to ensure that the distribution of income derived from land use agreements does not adversely impact on school attendance and that future requests for Ministerial consent take these matters into consideration. I remain strongly of the view there are distribution practices within the scope of Northern Land Council influence that can be altered to better support improvements in school attendance in your region.

Your letter acknowledged the concerns I have about the timing of income distributions. You advised the Northern Land Council does not currently hold any instructions concerning the distribution of rent received under this lease and that you will be addressing this matter in separate correspondence to me.

I ask that you ensure issues about the timing of income distributions are brought to the attention of traditional Aboriginal owners when they are consulted about distribution instructions and the Northern Land Council provides me with advice on the outcomes.

Thank you again for writing.

Yours sincerely

A handwritten signature in black ink, appearing to read 'Nigel Scullion', with a long horizontal flourish extending to the right.

NIGEL SCULLION

6/5/2016

SCHEDULE 4. – PURPOSE, UCV AND RENT

| Lot | Purpose | UCV at 1 July 2012 | % of UCV | Rent at Commencement Date (adjusted for CPI) |
|------------|--------------------------------------------|---------------------------|-----------------|-----------------------------------------------------|
| 13 | Office Space | \$26,250 | 10% | \$2,817 |
| 14 | Housing | \$21,000 | 7% | \$1,578 |
| 16 | Council Office | \$21,000 | 10% | \$2,254 |
| 21 | Civil Workshop | \$52,000 | 10% | \$5,582 |
| 29 | Broadcasting and Radio Communications | \$21,000 | 10% | \$2,254 |
| 75 | Aged Care | \$52,000 | 10% | \$5,582 |
| 76 | Housing | \$21,000 | 7% | \$1,578 |
| 81 | Visiting Officers Quarters | \$52,000 | 7% | \$3,907 |
| 90 | Swimming Pool | \$21,000 | 10% | \$2,254 |
| | Total Rent payable under this Lease | | | \$27,806 |

SCHEDULE 5. – PLAN



Executed by the parties as an Agreement:

The common seal of the Port Keats/Daly River Aboriginal Land Trust was hereto affixed by a member of staff of the Northern Land Council with the written authority of the Chair and two members of that Land Trust in the presence of :



B Motlop
Witness

Signature of Chair

Bronwyn Motlop
Print name

Print full name of Chair

LEGAL SECRETARY
Qualification

Signature of Member

45 MITCHELL ST, DARWIN NT
Address/phone 0800
08 8920526

Print full name of Member

Signature of Member

Print full name of Member

Authority of Daly River/Port Keats Aboriginal Land Trust to apply the Common Seal of the Land Trust to various Land Use Agreements

Pursuant to the directions of the Northern Land Council made under resolutions of the Council dated 16 June 2015 the Daly River/Port Keats Aboriginal Land Trust authorizes the Chairman or staff member of the Northern Land Council to apply the common seal of the Land Trust to the following instruments:

- 1 Land Use Agreement – West Daly Regional Council – Daly River/Port Keats Aboriginal Land Trust – Palumpa/ Nganmariyanga – to surrender a lease to Palumpa Station Pty Ltd over Lot 30 and to grant a lease to West Daly Regional Council over Lot 30 for a Community Meeting Centre, Lot 34 for a Multi-Purpose Centre, Lots 35, 43 and 58 for Housing, Lot 108 for a Council Office, Lot 109 for Depot Yard and visiting Officers Quarters and Lot 119 for a Dump;
- 2 Land Use Agreement – West Daly Regional Council – Daly River/Port Keats Aboriginal Land Trust – Palumpa – a licence to maintain over the oval at Lot 99 and the cemetery at Lot 117;
- 3 Land Use Agreement – West Daly Regional Council – Daly River/Port Keats Aboriginal Land Trust – Peppimenarti – a lease over Lot 13 for Office Space, Lots 14 and 76 for Housing, Lot 16 for a Council Office, Lot 21 for a Civil Workshop, Lot 29 for Broadcasting and Radio Communications, Lot 75 for Aged Care, Lot 81 for Visiting Officers Quarters and Lot 90 for a Swimming Pool;
- 4 Land Use Agreement – West Daly Regional Council – Daly River/Port Keats Aboriginal Land Trust – Peppimenarti – a licence to maintain over the oval at Lot 87 and the cemetery on an unmarked Lot;
- 5 Land Use Agreement – West Daly Regional Council - Daly River/Port Keats Aboriginal Land Trust – Wadeye – a lease over Lot 349 for a Mechanical Workshop and Office Space, Lots 363, 372, 380, 382, 384, 391, 392, Unit 3/404, 459, Unit 2/497, 499, 500, 602, 606, 609, 791 for Housing, Lot 368 for Visiting Officer's Quarters, Lot 369 for a Museum and Office Space, Lot 376 for a Civil Works Shed, Lot 460 for a Sports and Recreation Centre, Lot 463 for a Council Office, Lot 471 for a Storage Shed and Housing, Lot 487 for Aged Care – Housing, Lot 562 for a Pool, Lot 793 for a Storage Yard and an unmarked area for a Dump; and
- 6 Land Use Agreement – West Daly Regional – Council Daly River/Port Keats Aboriginal Land Trust – Wadeye – a licence to maintain over the ovals at Lots 768 and 796.

Signed by trustees of the Daly River/Port Keats Aboriginal Land Trust.



Thaddeus Darting
(sign above)

MARTIN MULLUMBUK
(sign above)

Damen Turnock
(sign above)

Thaddeus Darting Martin Mullumbuk

Damen Turnock

(Print full name and date)

(Print full name and date)

(Print full name and date)

28 Oct 2015

8 OCT 2015

8 OCT 2015

Executed for and on behalf of the
West Daly Regional Council by:



Signature

Glenda Teede

Print full name

Chief Executive Officer

Position

In the presence of a qualified
witness:



Signature

Print full name Rose Lara Watts

Legal Practitioner
HWL Ebsworth Lawyers

Level 9, Mitchell Centre
Qualification 59 Mitchell Street, Darwin NT 0800

08 8943 0400

Address/phone

The common seal of the Northern Land Council was hereunto affixed by authority of resolution of the said Land Council in the presence of:



B Motlop
Witness signature

BRONWYN MOTLOP
Witness print name

LEGAL SECRETARY
Position

S/III
Signature of Chairman

SAMUEL BUSH-BANASI
Name of Chairman (print)

[Signature]
Executive Member

WAYNE WAUCHOPE
Name of Executive Member (print)

[Signature]
Executive Member

RAYMOND AECTOR
Name of Executive Member (print)

ATTACHMENT

2

SECTION 19 ALRA LEASE

Daly River/Port Keats Aboriginal Land Trust

Land Trust

and

West Daly Regional Council

Lessee

and

Northern Land Council

Land Council

Palumpa

CONTENTS

| | | |
|------------|----------------------------------------|-----------|
| 1. | Definitions and Interpretation | 1 |
| 2. | Grant of Lease | 5 |
| 3. | Rent | 5 |
| 4. | Rates, charges and taxes | 6 |
| 5. | Utilities and other charges | 6 |
| 6. | Land Council's approval | 7 |
| 7. | Improvements | 7 |
| 8. | Yield up | 7 |
| 9. | Land Trust's rights of entry | 8 |
| 10. | Requirements of authorities | 8 |
| 11. | Lessee to insure | 8 |
| 12. | Indemnity | 9 |
| 13. | Use of Land | 9 |
| 14. | Assignment and subletting | 10 |
| 15. | Quiet enjoyment | 10 |
| 16. | Dispute resolution | 11 |
| 17. | Termination | 11 |
| 18. | Further Term | 12 |
| 19. | Holding over | 13 |
| 20. | Costs of Lease and Registration | 13 |
| 21. | Notices | 13 |
| 22. | Goods and Services Tax | 14 |
| 23. | Interest | 14 |
| 24. | Extractive Minerals | 15 |
| 25. | Environmental Protection | 15 |
| 26. | Nuisance | 15 |

| | | |
|--------------------|----------------------------------------|-----------|
| 27. | Sacred Sites and Sacred Objects | 15 |
| 28. | Native Title | 16 |
| 29. | Employment | 16 |
| 30. | Liquor and Drugs | 16 |
| 31. | Planning and Survey | 17 |
| 32. | Extension of Term | 17 |
| 33. | Confidentiality | 18 |
| 34. | Land Council Role | 19 |
| 35. | General | 20 |
| Schedule 1. | - Particulars | 21 |
| Schedule 2. | - Land Council's Direction | 24 |
| Schedule 3. | - Minister's consent | 25 |
| Schedule 4. | - Purpose, UCV and Rent | 26 |
| Schedule 5. | - Plan | 27 |

DATE

This Lease is dated

20 June 2016

PARTIES

This Lease is made between and binds the following parties:

- 1. **Daly River/Port Keats Aboriginal Land Trust** of c/- the Northern Land Council, 45 Mitchell Street, Darwin NT 0801 (**Land Trust**)
- 2. **West Daly Regional Council (Lessee)**
- 3. **Northern Land Council** an Aboriginal Land Council established under the *Aboriginal Land Rights (Northern Territory) Act 1976* (Cth) of 45 Mitchell Street Darwin NT 0800 (**Land Council**)

CONTEXT

This Lease is made in the following context:

- A. The Land is vested in the Land Trust.
- B. The Land Trust wishes to grant to the Lessee a lease of the Land for the Permitted Use.
- C. Subsection 19(4A) of the Act permits the Land Trust, in certain circumstances, to grant an estate or interest in land vested in it to any person for any purpose.
- D. The Land Council has given a direction under subsection 19(4A) of the Act to the Land Trust to grant the Lease.
- E. The Lessee wishes to accept the grant of a lease of the Land for the Permitted Use.
- F. Where required, the Minister has given written consent to the grant of this lease under subsection 19(4A) and subsection 27(3) of the Act, and to the granting of subleases and other rights under subsection 19(8) of the Act, such form of consent being set out in Schedule 3;

1. Definitions and Interpretation

1.1. Unless the contrary intention appears, a term in bold type has the meaning shown opposite it:

| | |
|-----------------------------|------------------------------------------------------------------------------|
| Aboriginal | has the meaning given in the Act. |
| Aboriginal tradition | has the meaning given in the Act. |
| Act | means the <i>Aboriginal Land Rights (Northern Territory) Act 1976</i> (Cth). |

| | |
|---------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Business Day | means a day that is not a Saturday, Sunday or a public holiday in the Northern Territory. |
| Commencement Date | means the date specified in Item 4. |
| Commercial Purpose | means a purpose which involves promoting, advertising, selling, having sold or otherwise disposing of or gaining a commercial return from a product or service, excluding recovering costs for the provision of government services in accordance with government policy by charging a fee for service; |
| Confidential Information | means: <ul style="list-style-type: none"> a. Information that at the time of disclosure by a Disclosing Party is identified to the Receiving Party as being confidential; and/or b. all other Information belonging or relating to a Disclosing Party, or any Related Entity of that Disclosing Party, that is not generally available to the public at the time of disclosure other than by reason of a breach of this Lease; and/or c. which the Receiving Party knows, or ought reasonably to be expected to know, is confidential to that Disclosing Party. |
| Default Rate | means the monthly average yield of 90-day bank accepted bills published by the Reserve Bank of Australia on 1 June each year (the 90-Day Bank Bill Rate) or in the event that the 90-Day Bank Bill Rate is suspended or discontinued, the index benchmark that most nearly reflects the method of calculating the 90-Day Bank Bill Rate. |
| Disclosing Party | means the party to whom Information belongs or relates. |
| Further Term | means the period specified in Item 14. |
| Information | means any information, whether oral, graphic, electronic, written or in any other form, including: <ul style="list-style-type: none"> a. forms, memoranda, letters, specifications, processes, procedures, statements, |

| | |
|----------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | <p>research and development information, know-how, designs, plans, photographs, microfiche, business records, notes, accounting procedures or financial information, names and details of agents, employee details, reports, drawings and data;</p> <p>b. copies and extracts made of or from that information and data, whether translated from the original form, recompiled, partially copied, modified, updated or otherwise altered; and</p> <p>c. samples or specimens (if any) disclosed either before or after execution of this Lease.</p> |
| Land | means the land described in Item 1 and includes the buildings and other improvements on the land. |
| Land Council | means the Northern Land Council established under the Act. |
| Lease | means this lease, including the context, the Schedule and any Annexures. |
| Lessee's Representative | means the person for the time being performing the duties and functions of the office or person specified in Item 12. |
| Minister | means the minister responsible for administering the <i>Aboriginal Land Rights (Northern Territory) Act 1976</i> (Cth). |
| Northern Territory Entity | means the Northern Territory of Australia, a statutory body, statutory authority or government owned corporation of, or entity controlled by, the Northern Territory of Australia. |
| Permitted Use | means the permitted use described in Item 7. |
| Plan of Survey | means a plan of survey that fulfils the criteria set out in section 49(3) of the <i>Licensed Surveyors Act</i> |
| Purpose | means the purpose described in Item 6. |
| Receiving Party | means the party to whom Information belonging or relating to a Disclosing Party is disclosed or who possesses or otherwise acquires Information belonging or relating to a Disclosing Party. |

| | |
|---------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Rent | means the amount specified at "Total Rent payable under this Lease" in Schedule 4, as adjusted in accordance with this Lease. |
| Revaluation Notice | means a notice served by the Land Trust in accordance with clause 3.3.a. |
| Revaluation Date | means each revaluation date specified in Item 16. |
| Sacred Object | means an object which is sacred or otherwise significant to any traditional Aboriginal owner according to Aboriginal tradition. |
| Sacred Site | has the meaning given to it in the Act. |
| Subdivision | has the meaning give to that term in section 5 of the <i>Planning Act</i> |
| Term | means the period specified in Item 5 together with the Further Term, if applicable, unless this Lease is earlier terminated. |
| Third Party | means a party other than a party to this Lease. |
| Unimproved Capital Value | has the meaning given to that term in the <i>Valuation of Land Act (NT)</i> as in force at 1 January 2011, or such other meaning as is agreed between the parties. |
| Waste | means any waste material generated by the Lessee including refuse, garbage, oil, chemicals and all other waste material. |

- 1.2. In this Lease, unless a contrary intention appears:
- a. a reference to an Item is a reference to an Item in Schedule 1;
 - b. a reference to a Schedule is a reference to a Schedule to this Lease;
 - c. words in the singular include the plural and vice versa;
 - d. words importing one gender includes the other gender; and
 - e. the terms "Land Trust", "Land Council" and "Lessee" include their respective successors in title.
 - f. a reference to any agency or body, if that agency or body ceases to exist or is reconstituted, renamed or replaced or has its powers or functions removed (defunct body), means the agency or body which performs most closely the functions of the defunct body.

2. Grant of Lease

- 2.1. In consideration of the Rent and the Lessee's covenants, the Land Trust leases to the Lessee the Land, and grants to the Lessee the rights specified in Item 2, for the Term.
- 2.2. The Land Trust reserves to itself the rights specified in Item 3.

3. Rent

- 3.1. The Lessee must, during the Term, pay to the Land Council the Rent in the manner specified in Item 8.
- 3.2. On each anniversary of the Commencement Date during the Term (except for any such anniversary in relation to which a revaluation occurs under clause 3.3), the Rent will increase by the amount or percentage specified in Item 9.
- 3.3. Either party may adjust the Rent on each Revaluation Date as follows:
- a. not more than 12 months before and not less than 3 months before the relevant Revaluation Date, a party may notify the other party in writing of its wish to adjust the Rent;
 - b. once a Revaluation Notice has been issued, the Land Trust and the Lessee must meet to adjust the Rent (based on the percentage amount set out in column 5 of Schedule 4 of the revaluation of the Unimproved Capital Value of the Land) and the manner in which it is to be paid (including both the period of payment, and whether it is paid in advance or arrears);
 - c. if the Land Trust and the Lessee agree an adjusted Rent amount as set out in clause 3.3.b on or before 2 months prior to the relevant Revaluation Date, then on and from the relevant Revaluation Date, that agreed Rent and manner of payment will apply;
 - d. if the Land Trust and the Lessee are unable to agree on an adjusted Rent amount as set out in clause 3.3.b on or before 2 months prior to the relevant Revaluation Date, either party may request the Northern Territory Valuer-General to determine the Unimproved Capital Value of the Land and the Rent (based on the percentage amount set out in column 5 of Schedule 4 of the revalued Unimproved Capital Value of the Land) to apply on and from the relevant Revaluation Date;
 - e. subject to 3.3 f., the Land Trust may also, at its own cost, request an independent valuer to determine the Unimproved Capital Value of the Land and Rent (based on the revalued Unimproved Capital Value of the Land) to apply from the relevant Revaluation Date;

- f. the Land Trust and the Lessee must both agree on:
 - A. the independent valuer who is engaged to determine the Unimproved Capital Value in accordance with clause 3.3.f; and
 - B. the terms of reference on which that independent valuer is to be engaged,

and should the Land Trust and the Lessee be unable to agree on the matters set out in clauses 3.3.f.A and 3.3.f.B, then the terms of clause 16 will apply;
- g. valuation of the land must be determined on the basis that the lots are unimproved and on the terms and conditions of this Lease.
- h. if the Rent determined in accordance with clauses 3.3.d and 3.3.e is less than the Rent applicable for the preceding year, the Rent will remain the same as was applicable in the preceding year (as adjusted in accordance with clause 3.2);
- i. the costs of the Northern Territory Valuer-General must be borne by the Lessee and Lessor equally.
- j. If, for any reason, the office of the Northern Territory Valuer-General does not exist or ceases to exist during the Term, the parties agree that the Australian Valuation Office will carry out the role of the Northern Territory Valuer-General under this Lease.

4. Rates, charges and taxes

- 4.1. The Lessee must pay all rates, charges and taxes in respect of the Land and any building located upon the Land.
- 4.2. The Land Trust must promptly forward any notices in respect of rates, charges or taxes in relation to the Land to the Lessee.
- 4.3. Nothing in clause 4.1 prevents the Lessee from recovering rates, charges and taxes from any sublessee.

5. Utilities and other charges

- 5.1. The Lessee must pay for all electricity, water and gas consumed or used by the Lessee on the Land, and any other charges specified in Item 10.
- 5.2. Nothing in clause 5.1 prevents the Lessee from passing liability for the consumption of electricity, water or gas, or other charges to a sublessee.

6. Land Council's approval

- 6.1. For the purposes of clauses 7.2, 13.1 and 14.2, the Lessee acknowledges that the Land Council may be required to consult and undertake a consultation process before being in a position to provide approval and for the purpose of determining if the Land Council has delayed in providing approval under this Lease, this process will be taken into account.

7. Improvements

- 7.1. All buildings, infrastructure and other improvements which are on the Land at the Commencement Date are the property of the Land Trust.
- 7.2. The Lessee must not construct, place, extend, make external additions to, replace or remove any buildings, infrastructure or other structures on the Land without the express written approval of the Land Council, which approval must not be unreasonably withheld or delayed. For the avoidance of doubt, it would be unreasonable to refuse consent under this clause if the construction is consistent with the Purpose and Permitted Use and the Lessee has complied with the Planning Scheme, the terms of this Lease, and all applicable laws.
- 7.3. Having regard to the condition of the buildings, infrastructure and other improvements and the Land at the Commencement Date, the Lessee is responsible for the maintenance and repair of any buildings, infrastructure and other improvements it constructs or places on the Land in accordance with clause 7.2 and of all buildings, infrastructure and other improvements referred to in clause 7.1 during the Term subject to its normal policies as to maintenance, repair and replacement of remote infrastructure.
- 7.4. Any reference to infrastructure in this clause 7 does not include infrastructure that is owned by or is the responsibility of a third party service provider and which is listed in Item 15.

8. Yield up

- 8.1. On the expiry or earlier termination of the Lease (including termination as a result of the Lessee's default), all buildings, infrastructure or other improvements which the Lessee constructed on the Land after the Commencement Date will become the property of the Land Trust.
- 8.2. The Lessee may remove any buildings, infrastructure or improvements that it constructed after the Commencement Date from the Land prior to the expiration or earlier termination of this Lease provided that such removal can be effected without causing

any substantial damage to the Land and the Lessee will make good any damage caused by such removal.

- 8.3. The Lessee must, having regard to the condition of the Land at the Commencement Date, throughout the Term keep, and at the termination of this Lease, yield up the Land in a clean and tidy condition in accordance with its normal policies as to maintenance, repair and replacement of remote infrastructure, subject to fair wear and tear.
- 8.4. The Lessee may at or prior to the expiration of this Lease remove from the Land any plant, equipment, machinery, furniture or other chattels which are not fixtures that were brought on to the Land by the Lessee on or after the Commencement Date but the Lessee must not, in carrying out such removal, do any damage to the Land or fixtures thereon and must make good any damage which the Lessee causes in carrying out such removal.

9. Land Trust's rights of entry

- 9.1. The Land Trust or its nominee may, at reasonable times and on giving reasonable written notice to the Lessee, enter the Land for the purpose of inspecting the state of repair of the Land.
- 9.2. In an emergency, the Land Trust or its nominee may at any time, without giving notice if that is impracticable, enter the Land unaccompanied for the purpose of ascertaining and, if found necessary, remedying the cause of the emergency and the Land Trust must in all such cases promptly inform the Lessee in writing of the entry.
- 9.3. In exercising its rights of entry under this clause, the Land Trust must cause no undue interference to the occupation, use or enjoyment of the Land by the Lessee, and as soon as practicable, make good any damage caused to the Land or the Lessee by exercise of those rights.
- 9.4. Any access by the Land Trust or its nominee under this Lease is subject to the Lessee's reasonable security requirements.

10. Requirements of authorities

- 10.1. The Lessee must comply with all statutes, ordinances, regulations and by-laws relating to the use of the Land by the Lessee but only to the extent that the Lessee is bound to comply.
- 10.2. Subject to clause 10.1, the Land Trust must comply with all statutes, ordinances, regulations and by-laws applicable to the Land.

11. Lessee to insure

- 11.1. During the Term the Lessee must maintain insurance in respect of:

- a. public liability for not less than the sum specified in Item 13;
 - b. loss of or damage to the buildings and all other improvements on the Land erected by or on behalf of the Lessee for their full reinstatement value; and
 - c. workers compensation, as required by law.
- 11.2. The Lessee must, if required by the Land Trust, produce for inspection by the Land Trust reasonable proof of the existence of any insurance policy effected for the purposes of this clause and reasonable evidence of its renewal.
- 11.3. If the Lessee is self-insured with respect to the Land, it is not obliged to take out separate policies of insurance to satisfy its obligations under clause 11.1 or comply with clause 11.2.

12. Indemnity

- 12.1. The Lessee must indemnify the Land Trust and the Land Council from and against all claims, liabilities, costs (on a solicitor and client basis), losses and expenses for which the Land Trust becomes liable or incurs and which arise from:
- a. the negligent use or misuse by the Lessee of the Land; and
 - b. loss, damage or injury to property or to a person within or outside the Land to the extent caused or contributed to by the negligent act or omission of the Lessee in connection with the Lessee's use of the Land; and
 - c. any breach of this lease by the Lessee.
- 12.2. The Lessee's liability to indemnify the Land Trust and the Land Council will be reduced proportionally to the extent that the negligence of the Land Trust or the Land Council contributed to such liability.

13. Use of Land

- 13.1. The Lessee must not use the Land for any purpose other than the Permitted Use or for any purpose that is not reasonably incidental to the Permitted Use without the written consent of the Land Council, such consent not to be unreasonably withheld or delayed.
- 13.2. The Land Trust acknowledges that at the Commencement Date of this Lease, the Lessee's Purpose as set out at Item 6 of Schedule 1 and Schedule 4 is not a Commercial Purpose and, subject to a change to the Lessee's Purpose, clause 13.4 and 13.5 will not apply to this Lease.

- 13.3. The parties agree that, despite any other provision of this Lease, the Lessee must not use the Land for a Commercial Purpose, except with the Land Council's written consent.
- 13.4. Subject to clause 13.2, if:
- a. the Land Trust determines that any part of the Land is capable of being used for a Commercial Purpose; and
 - b. such use does not have a material impact on the Lessee's use of the Land in accordance with the Purpose,
- then the Land Trust may request in writing that the Lessee excise the relevant area from the Land.
- 13.5. The Lessee must not unreasonably refuse to excise the part of the Land referred to in clause 13.4.

14. Assignment and subletting

- 14.1. The Land Trust and the Land Council consent:
- a. to the Lessee transferring, subletting or assigning this Lease (whether in respect of the whole or part of the Premises) to a Northern Territory Entity; and
 - b. to the Lessee granting licences, tenancy agreements or rights of access from time to time provided they are consistent with the Permitted Use.
- 14.2. In relation to a transfer, sublet or assignment to which clause 14.1 does not apply, the Lessee acknowledges that, subject to clause 14.4, it must not transfer its interest in this Lease or grant an interest in the Land to another person unless it has first obtained the written consent of the Land Council such consent not to be unreasonably withheld or delayed.
- 14.3. Subject to clause 14.1 and 14.4, the Lessee acknowledges that any purported transfer of its interest in this Lease without the written consent of the Land Council will be invalid.
- 14.4. Any direct or indirect change in the beneficial ownership of the Lessee's shares or membership (if applicable) which amounts to a change in the effective control of the Lessee will be treated as an assignment of this Lease and requires the prior written consent of the Land Council such consent not to be unreasonably withheld.

15. Quiet enjoyment

- 15.1. The Land Trust covenants with the Lessee that the Lessee may peaceably hold and enjoy the Land during the Term without any interruption or disturbance from the Land Trust or any person lawfully claiming through or under the Land Trust.

16. Dispute resolution

- 16.1. The parties agree that a dispute arising under this Lease will be dealt with as follows:
- a. the party claiming that there is a dispute will give the other party a notice setting out the nature of the dispute;
 - b. within 7 Business Days after receipt of that notice each party will nominate a representative;
 - c. the representatives will try to settle the dispute by direct negotiation between them;
 - d. failing settlement within a further 14 Business Days, the parties may agree to refer the dispute to an independent third person with power:
 - A. to intervene and direct some form of resolution, in which case the parties will be bound by that resolution; or
 - B. to mediate and recommend some form of non-binding resolution;
 - e. the parties will cooperate fully with any process instigated under this clause 16.1.d in order to achieve a speedy resolution; and
 - f. if a resolution is not reached within a further 28 Business Days, either party may commence legal proceedings or exercise any other rights it may have under or in respect of this Lease.
- 16.2. Subject to clause 20.3.b each party will bear its own costs of complying with this clause 16, and the parties must bear equally the cost of any third person engaged under clause 16.1.d.
- 16.3. This clause 16 does not apply to legal proceedings by either party seeking urgent interlocutory relief nor to recovery of Rent payable under this Lease.

17. Termination

- 17.1. The Lessee defaults under this Lease if:
- a. the Rent is unpaid after it becomes due and the Lessee fails to pay the Rent within 60 days after the receipt of a notice from the Land Trust which sets out the failure to pay and demands payment; or
 - b. the Lessee:
 - A. is properly required by the Land Council by notice to carry out repairs or maintenance and the Lessee fails to carry out those repairs or maintenance within 60 days after receipt of that notice or to proceed diligently to complete them; or

- B. fails to otherwise perform or observe a provision of this Lease and that failure is not capable of remedy, or is capable of remedy but continues for not less than 60 days after the Land Trust gives notice to the Lessee to remedy that failure; or
 - C. abandons the Land, or ceases using the Land for the Purpose for a period exceeding 30 days; or
 - D. an administrator, receiver, manager or controller is appointed to the Lessee or a resolution is passed or proceedings are commenced for the winding up of the Lessee.
- 17.2. Subject to any requirements under law, if the Lessee defaults, the Land Trust may do one or more of the following without affecting any pre-existing rights of a party:
- a. re-enter and take possession of the Land;
 - b. by notice to the Lessee, terminate this Lease; and
 - c. exercise any of its other legal rights.
- 17.3. The Land Trust defaults under this Lease if the Land Trust fails to perform or observe a provision of this Lease and that failure is not capable of remedy, or is capable of remedy but continues for not less than 60 days after the Lessee gives notice to the Land Trust to remedy that failure.
- 17.4. If the Land Trust defaults, the Lessee may do either one or both of the following without affecting any pre-existing rights of a party:
- a. by notice to the Land Trust, terminate this Lease; and
 - b. exercise any of its other legal rights.
- 17.5. The Lessee may terminate this Lease at any time by giving not less than three months' written notice to the Land Trust.

18. Further Term

- 18.1. If:
- a. a Further Term is set out in Item 14; and
 - b. the Lessee wishes to lease the Land for the Further Term commencing upon the expiration of the period set out in Item 5; and
 - c. the Lessee gives notice to the Land Trust of that wish not less than 6 months prior to the expiration of the period set out in Item 5; and

d. the Lessee is not then in default of this Lease for the purposes of clause 17,

then the term of this Lease will be extended for the Further Term, commencing upon the expiration of the period set out in Item 5 and this Lease will be amended so that:

e. the Rent for the first rent period of the Further Term is agreed between the parties or, failing agreement within 3 months after the commencement of the Further Term, determined as if the commencement date of the Further Term was a Review Date; and

f. this clause 18 will be omitted.

19. Holding over

19.1. Subject to clause 19.2, where the Lessee continues in occupation of the Land after the expiration of the Term without any demand for possession having been made by the Land Trust, the Lessee is deemed to be holding the Land under a monthly tenancy determinable upon 3 month's notice (which notice may expire at any time) being given by either party to the other, at the same Rent and upon and subject to the same terms as are contained in this Lease so far as they can be applied to a monthly tenancy.

19.2. Clause 19.1 will not apply to the extent such continued occupation would create an offence under section 63(1) of the Planning Act.

20. Costs of Lease and Registration

20.1. The parties must each bear their own costs of and incidental to the negotiation, settlement, preparation and execution of this Lease.

20.2. The Lessee will pay any stamp duty payable in respect of or in connection with this Lease.

20.3. The Lessee shall pay the reasonable costs of the Land Trust and the Land Council in relation to:

a. reasonable costs of surveying and planning in relation to this Lease to the extent it is necessary and agreed between the parties prior to the Land Trust and the Land Council incurring any such costs; and

b. costs incurred by the Land Trust or Land Council, including legal costs, arising from or in connection with the Lessee's breach of a term of this Lease.

21. Notices

21.1. Any notice, demand, consent or other communication required to be given or served under the Lease is duly given to or served on:

- a. the Land Trust or the Land Council, if in writing signed by or on behalf of the Lessee's Representative and delivered by hand or sent by prepaid post or facsimile transmission addressed to the Land Trust's Representative or the Land Council's Representative in accordance with Item 11 or to such other address as may be notified by the Land Trust or the Land Council to the Lessee from time to time; and
- b. the Lessee, if in writing signed by the Land Trust's Representative or the Land Council's Representative and delivered by hand or sent by prepaid post or by facsimile transmission addressed to the Lessee's Representative in accordance with Item 12 or to such other address as may be notified by the Lessee to the Land Trust and the Land Council from time to time.

22. Goods and Services Tax

- 22.1. For the purposes of this clause:
 - a. **GST Act** means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*; and
 - b. **adjustment event, adjustment note, GST, input tax credit and taxable supply** have the meanings given to those terms in the GST Act.
- 22.2. Unless otherwise stated, all amounts payable by one party to the other party under this Lease are exclusive of GST.
- 22.3. A recipient of a taxable supply made under this Lease must pay to the supplier an amount equivalent to any GST paid or payable by the supplier in respect of the taxable supply, subject to the supplier issuing a valid tax invoice in accordance with the GST Act to the recipient.
- 22.4. A party's obligation to reimburse the other party for an amount paid or payable to a third party includes GST on the amount paid or payable to the third party, except to the extent that the party being reimbursed is entitled to claim an input tax credit for that GST.
- 22.5. Each party must issue an adjustment note to the other party as soon as it becomes aware of an adjustment event relating to a taxable supply by it under this Lease.

23. Interest

- 23.1. In the event that any amount required to be paid by one party to another party pursuant to this Lease is not paid by the date such payment is due, interest may, at the option of the party entitled to receive the payment, accrue on such outstanding amount at the Default Rate and such interest will:

- a. be a debt due by the defaulting party to the non-defaulting party;
- b. accrue from the due date for payment until the date that payment is made in full; and
- c. accrue daily and be capitalised at the end of each calendar month.

24. Extractive Minerals

- 24.1. The Lessee acknowledges and agrees that for the purposes of this Lease it will not excavate or remove from the Land or any other land vested in the Land Trust any earth, stone, clay, sand or gravel for construction or upgrade works within the Land without entering into a separate agreement with the Land Trust and the Land Council permitting it to do so.

25. Environmental Protection

- 25.1. The Lessee shall not, and must ensure that its employees, servants and agents do not, dispose of any Waste on the Land or on any other area in such a way as it may leak, wash or be blown or otherwise enter into any watercourse or the sea.
- 25.2. The Lessee shall at all times endeavour to overcome and minimise any deleterious effects upon the environment arising from its use of the Land and shall reasonably rehabilitate all areas affected directly or indirectly by the use of the Land (subject to clause 8).
- 25.3. The Lessee shall store and keep all Waste in proper containers and shall dispose of all refuse regularly and hygienically.
- 25.4. The Land Trust reserves the right to impose such other conditions as are reasonable for the purposes of environmental protection, including but not limited to preventing the spread of exotic or noxious flora and fauna.

26. Nuisance

- 26.1. The Lessee shall not, and must ensure that its employees, servants and agents do not, carry on upon the Land or any part of the Land, any noisome, dangerous or offensive trade, business, process or activity which may become a nuisance to the Land Trust or persons living in the vicinity of the Land.

27. Sacred Sites and Sacred Objects

- 27.1. The Lessee must, prior to commencing the demolition or construction of any building, infrastructure or other structures on the Land, request from and receive an authority certificate from the Aboriginal Areas Protection Authority in relation to any Sacred Sites

or Sacred Objects on or near the land and must comply with the conditions set out in that authority certificate.

- 27.2. The Lessee must at all times and shall procure that its employees, servants and agents shall at all times respect and observe all due solemnity and deference in respect of Sacred Sites and Sacred Objects and the Lessee shall take all reasonable action requested by the Land Council to ensure the protection of Sacred Sites and Sacred Objects which might be in any way affected by the Lessee's operations under this Lease.

28. Native Title

- 28.1. The parties acknowledge that this Lease is not intended to extinguish any native title as may exist in relation to the Land immediately before the Commencement Date.

29. Employment

- 29.1. The Lessee must use its reasonable endeavours to maximise employment, training and business opportunities for Aboriginal people, including where the supply of goods or services is required by the Lessee in relation to the Land, the Lessee must use its best endeavours to ensure maximum use of Aboriginal sub-contractors where goods or services available from them are competitive as to price, continuity or certainty of supply, timing, quality and standard of skill as those available elsewhere or acceptable to the Lessee, and provided that this does not require the Lessee to act contrary to any laws or guidelines relating to procurement of goods and services.

30. Liquor and Drugs

- 30.1. The Lessee will ensure that its employees, servants and agents are informed that they must not take onto the Land or any other land vested in the Land Trust or sell for consumption on the Land or any other land vested in the Land Trust any:

- a. kava;
- b. liquor, that is, a beverage that contains more than 1.15% by volume of ethyl alcohol; or
- c. drug, the possession, consumption, sale or supply of which is prohibited or restricted under any statute; or
- d. any other substance that could reasonably be considered as likely to be abused;

unless such use is permitted under the law.

31. Planning and Survey

- 31.1. In the event that this Lease constitutes a sub-division for the purposes of the *Planning Act (NT)* and *Land Title Act (NT)*, the Lessee accepts the obligation to pursue at its own cost all necessary planning applications.
- 31.2. The Land Trust hereby authorises the Lessee to make a subdivision application pursuant to the *Planning Act (NT)* and *Land Title Act (NT)* and will provide all necessary consents and complete, amend and execute any documentation and produce the certificates of title for the Land at the Land Titles Office to achieve this.
- 31.3. If the Lessee is required to submit any application in accordance with any laws, including (without limitation) the *Planning Act (NT)* in respect of works specified under this Lease, the Land Trust and Land Council must do whatever is reasonable and necessary on its part to assist the Lessee to obtain all necessary approvals which may include signing applications for development consent.

32. Extension of Term

- 32.1. The Lessee must obtain as soon as reasonably practicable after the Commencement Date and at its sole cost:
- a. a Plan of Survey of the Premises;
 - b. the approval of the Surveyor-General to the Plan of Survey of the Premises under section 49(3) of the *Licensed Surveyors Act*; and
 - c. such approvals and consents as may be required in respect of a Subdivision that would arise from the creation of a lease of the Premises for a period of more than 12 years.
- 32.2. The Land Trust must do all things and sign all documents necessary for the Lessee to fulfil the requirements set out in clause 32.1, including providing to the Lessee, on or before the Commencement Date, a letter in such form as the Lessee reasonably requires, authorising the Lessee to apply to the Development Consent Authority for consent to subdivide the Land in accordance with a Plan of Survey by the creation of a lease of the Premises for a period of more than 12 years.
- 32.3. Upon the Lessee fulfilling the requirements set out in clause 32.1:
- a. the Lessee must immediately inform the Land Council in writing, and provide the Land Council with a copy of the approved Plan of Survey;
 - b. the term of this Lease will automatically be increased to 40 years;

- c. the plan attached to this lease at Schedule 5 will be replaced with the approved Plan of Survey;
- d. the parties will execute and the Lessee will register a Land Titles Office Form 33 – Notice of Extension of Lease, within 30 days of the written notice provided under clause 32.3.a.

32.4. If an extension of the Term of this Lease as provided for in clause 32.2 is not permitted at law (or if the extension of the Term in the manner provided for in clause 32.2 is not capable of being accepted for registration), then upon the Lessee fulfilling the requirements under clause 32.1:

- a. the Lessee must surrender this Lease; and
- b. the parties must enter into a new lease on identical terms to this Lease except:
 - A. the term will be 40 years from the Commencement Date; and
 - B. this clause 32 will be deleted; and
 - C. the plan attached to this lease at Schedule 5 will be replaced with the approved Plan of Survey.

33. Confidentiality

33.1. Subject to clauses 33.2 to 33.3, the Receiving Party must:

- a. keep the Confidential Information confidential and not directly or indirectly disclose, divulge or communicate any Confidential Information to, or otherwise place any Confidential Information at the disposal of, any other person without the prior written approval of the Disclosing Party;
- b. take all reasonable steps to secure and keep secure all Confidential Information coming into its possession or control; and
- c. only use the Confidential Information for the purposes of performing, and to the extent necessary to perform, its obligations under this Lease.

33.2. The obligations of confidentiality under clause 33 do not apply to:

- a. any Confidential Information that:
 - A. is disclosed to the Receiving Party by a Third Party entitled to do so, whether before or after the date of this Lease;
 - B. was already lawfully in the Receiving Party's possession when it was given to the Receiving Party and was not

otherwise acquired from the Disclosing Party directly or indirectly; or

C. is generally available to the public at the date of this Lease or subsequently becomes so available other than by reason of a breach of this Lease; and

b. any disclosure of Confidential Information by the Receiving Party that is necessary to comply with any court order or law, if, to the extent practicable and as soon as reasonably possible, the Receiving Party:

A. notifies the Disclosing Party of the proposed disclosure;

B. consults with the Disclosing Party as to its content; and

C. uses reasonable endeavours to comply with any reasonable request by the Disclosing Party concerning the proposed disclosure.

33.3. Subject to the later provisions of this clause 33, a Receiving Party may disclose Confidential Information to any employee, agent, contractor, officer, professional adviser, banker, auditor or other consultant of the Receiving Party (each a **Recipient**) only if the disclosure is made to the Recipient strictly on a "need to know basis" and, prior to the disclosure:

a. the Receiving Party notifies the Recipient of the confidential nature of the Confidential Information to be disclosed; and

b. either:

A. the Recipient is subject to a professional duty to maintain the Confidential Information; or

B. the Recipient undertakes to the Receiving Party (for the benefit of the Disclosing Party) to be bound by the obligations in this clause 33 as if the Recipient were the Receiving Party in relation to the Confidential Information to be disclosed to the Recipient.

34. Land Council Role

34.1. The Land Trust agrees that any act, matter or thing required or permitted to be done by the Land Trust under or otherwise in relation to this Lease may be done by the Land Council on behalf of and in the name of the Land Trust and all rights and entitlements of the Land Trust under or concerning this Lease shall be exercisable by the Land Council on behalf of and in the name of the Land Trust, including the service of notices and the commencement and defence of legal proceedings in relation to or concerning this Lease and appoints the Land Council as its agent.

35. General

- 35.1. This Lease will be governed by the law of the Northern Territory of Australia.
- 35.2. This Lease may be executed in a number of counterparts. All counterparts taken together constitute this Lease.
- 35.3. This Lease may be varied only by a further written document signed by all parties.
- 35.4. A breach or any right arising from a breach of this Lease is not waived by any failure to or delay in the exercise, or partial exercise, of that right of election or any other right.
- 35.5. Waiver of a breach or of any right of election arising from a breach of this Lease must be in writing and signed by the party granting the waiver.
- 35.6. Any provision of this Lease which is prohibited or unenforceable in any jurisdiction will be ineffective in that jurisdiction to the extent of the prohibition or unenforceability. This will not invalidate the remaining provisions of this Lease nor affect the validity or enforceability of the provision in any other jurisdiction.
- 35.7. The rights, powers and remedies provided to a party under this Lease are in addition to and do not exclude or limit any right, power or remedy provided by the law or equity or any agreement.
- 35.8. In addition to this clause 35, the following clauses survive the expiration or earlier determination of this Lease: clauses 6, 8, 12, 16, 19, 20.1, 22, 23, 25.2, 27, 28, 33 and 34.

SCHEDULE 1. - PARTICULARS

| | |
|-----------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. Land | The land identified in the plan attached at Schedule 5. |
| 2. Rights granted to Lessee | The right to use any other land vested in the Land Trust for access to the Land and normal use and enjoyment of the Land and any building upon it (including provision of any services). |
| 3. Rights reserved to Land Trust | <p>The right to pass or run water, air, electricity, sewerage, drainage, gas and other substances through pipes, wires, tubes, conduits, ducts and cables running through the Land.</p> <p>All right, title and interest in any extractive minerals (including without limitation any earth, stone, clay, sand or gravel) found in or on the Land.</p> |
| 4. Commencement Date | 1 July 2014 |
| 5. Term of Lease | 12 years subject to clause 32 |
| 6. Purpose | The purposes specified in the table at Schedule 4 of this Lease and other uses reasonably incidental to those purposes. |
| 7. Permitted Use | <ol style="list-style-type: none">a. The use and occupation of the Land for the Purpose;b. The use and occupation of buildings or infrastructure on the Land for the Purpose;c. The construction of buildings and infrastructure on the Land for the Purpose as approved in accordance with clause 7.2;d. Alteration, extension, restoration, refurbishment or fitting out of buildings or infrastructure on the land for the Purpose; as approved in accordance with clause 7.2;e. The maintenance, repair, modification, improvement, replacement and removal of |

| | |
|-------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | <p>buildings and infrastructure on the Land for the Purpose as approved in accordance with clause 7.2;</p> <p>f. Landscaping and clearing of the Land for the Purpose as approved in accordance with clause 7.2; and</p> <p>g. The right to provide services to the Land for the Purpose in accordance with clause 7.2.</p> |
| 8. Manner of payment of Rent | Annually, in advance |
| 9. Rent Increase | <p>An increase in an amount calculated as follows:</p> $X = \frac{(A \times B)}{C}$ <p>Where:</p> <p>X - is the increased amount;</p> <p>A – is the current amount;</p> <p>B – is the Consumer Price Index – All Groups Darwin published for the quarter immediately prior to the latest anniversary of the Commencement Date; and</p> <p>C – is the Consumer Price Index – All Groups Darwin published for the quarter immediately prior to the preceding anniversary of the Commencement Date,</p> <p>Provided that if X is calculated to be less than A, then there will be no change to the current amount.</p> |

| | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 10. Other costs payable by the Lessee pursuant to clause 5. | Not Applicable |
| 11. Land Trust's Representative and address for service of notices. Land Council's Representative and address for service of notices | c/- Chief Executive Officer Northern Land Council 45 Mitchell Street Darwin NT 0800 or to such other address as advised in writing from time to time Fax (08) 8920 5251 |
| 12. Lessee's Representative and address for service of notices | Chief Executive Officer West Daly Regional Council PO Box 2047 PARAP NT 0804 |
| 13. Public liability insurance amount | \$20,000,000 |
| 14. Further Term | Nil |
| 15. Third Party Service Provider Infrastructure | None identified |
| 16. Revaluation Date | Means each fifth anniversary of the Commencement Date during the Term. |

SCHEDULE 2. - LAND COUNCIL'S DIRECTION

The Northern Land Council directs the Port Keats/Daly River Aboriginal Land Trust to execute this Lease.

The common seal of the Northern Land Council was hereunto affixed by authority of resolution of the said Land Council in the presence of:



B Motlop

Witness

BRONWYN MOTLOP

Print name

LEGAL SECRETARY

Qualification

45 MITCHELL ST, DARWIN

Address/phone *NT 0800*
08 89205126

S. Bush-Banas

Signature of Chairman

SAMUEL BUSH-BANASI

Print full name of Chairman

[Signature]

Signature of Executive Member

WAYNE WAUCHOPE

Print full name of Executive Member

[Signature]

Signature of Executive Member

RAYMOND HECTOR

Print full name of Executive Member

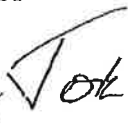
SCHEDULE 3. - MINISTER'S CONSENT



MINISTER FOR INDIGENOUS AFFAIRS

Reference: MS-001563

Mr Joe Morrison
Chief Executive Officer
Northern Land Council
GPO Box 1222
DARWIN NT 0801

Dear Mr Morrison 

Thank you for your letter of 1 September 2015 seeking consent and approval under the *Aboriginal Land Rights (Northern Territory) Act* for the grant of a lease to the West Daly Regional Council in respect of land and infrastructure assets in the community of Palumpa. The relevant land was identified in Schedules 4 and 5 of the draft lease provided with that correspondence. I apologise for the delay in responding.

I am satisfied the Northern Land Council has complied with the provisions of sections 19(5) and 23(3) of the *Aboriginal Land Rights (Northern Territory) Act 1976*.

I have given my consent, under subsection 19(8) of the *Aboriginal Land Rights (Northern Territory) Act 1976*, to the West Daly Regional Council transferring its interest in the lease, or granting to another person an interest dependent upon its interest, in a manner consistent with the relevant provisions of the lease.

I have also given my approval under subsection 27(3) of the *Aboriginal Land Rights (Northern Territory) Act 1976* for the Daly River/Port Keats Aboriginal Land Trust and the Northern Land Council to enter into a contract (lease) with the West Daly Regional Council which may involve the receipt of an amount exceeding \$1 million over the term of the lease.

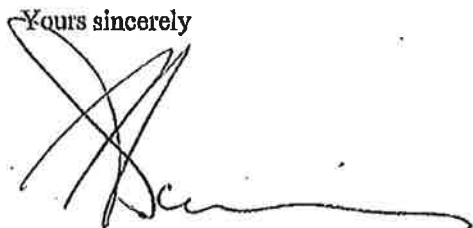
I previously wrote to you requesting your assistance to ensure that the distribution of income derived from land use agreements does not adversely impact on school attendance and that future requests for Ministerial consent take these matters into consideration. I remain strongly of the view there are distribution practices within the scope of Northern Land Council influence that can be altered to better support improvements in school attendance in your region.

Your letter acknowledged the concerns I have about the timing of income distributions. You advised the Northern Land Council does not currently hold any instructions concerning the distribution of rent received under this lease and that you will be addressing this matter in separate correspondence to me.

I ask that you ensure issues about the timing of income distributions are brought to the attention of traditional Aboriginal owners when they are consulted about distribution instructions and the Northern Land Council provides me with advice of the outcomes.

Thank you again for writing.

Yours sincerely

A handwritten signature in black ink, appearing to read 'Nigel Scullion', with a long horizontal flourish extending to the right.

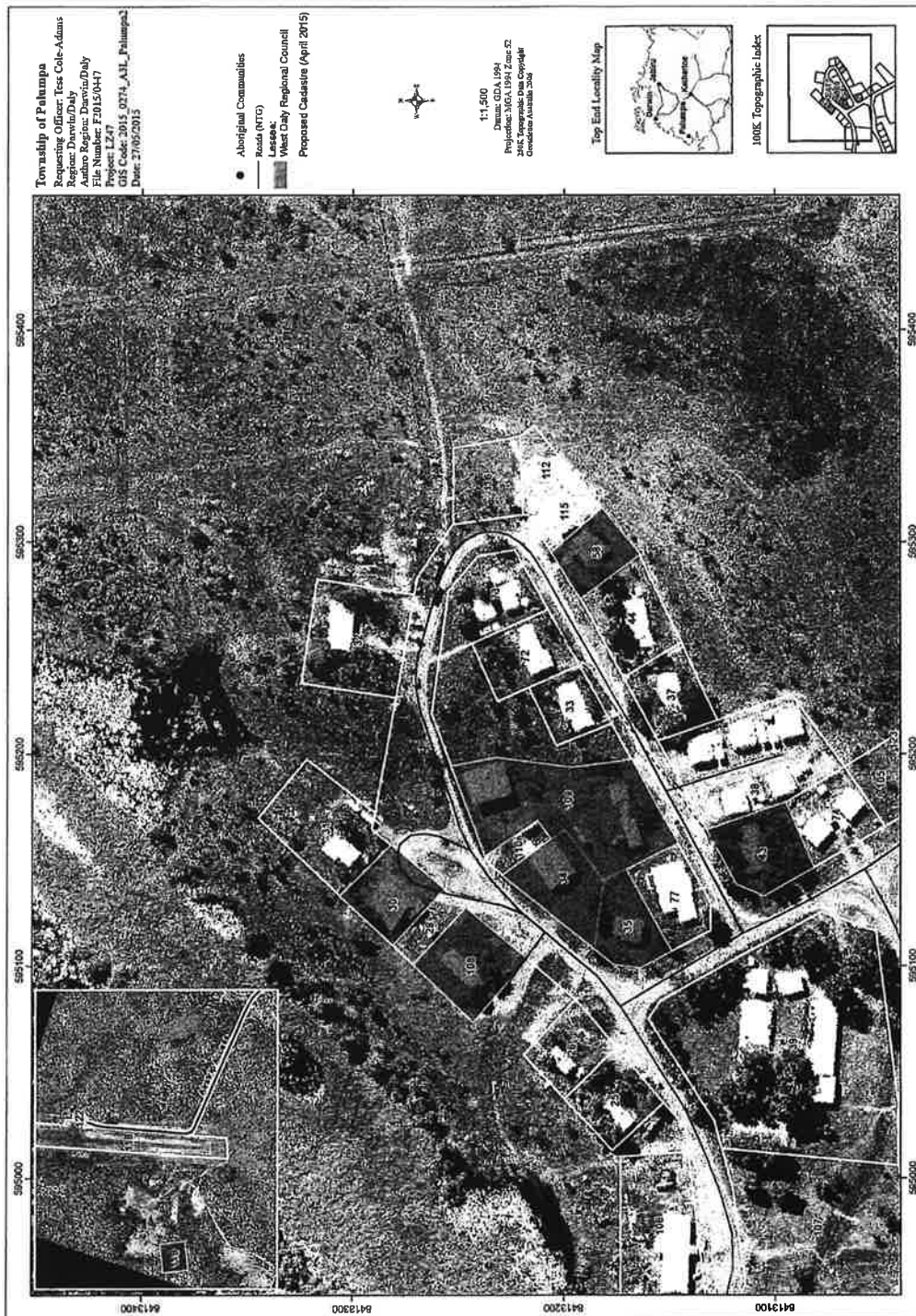
NIGEL SCULLION

6/5/2016

SCHEDULE 4. – PURPOSE, UCV AND RENT

| Lot | Purpose | UCV at 1 July 2012 | %of UCV | Rent at Commencement Date (adjusted for CPI) |
|------------|--------------------------------------------|---------------------------|----------------|-----------------------------------------------------|
| 30 | Community Meeting Centre | \$18,000 | 10% | \$1,932 |
| 34 | Multi-Purpose Centre | \$26,250 | 10% | \$2,817 |
| 35 | Housing | \$18,000 | 7% | \$1,352 |
| 43 | Housing | \$21,000 | 7% | \$1,578 |
| 58 | Housing | \$26,250 | 7% | \$1,972 |
| 108 | Council Office | \$26,250 | 10% | \$2,817 |
| 109 | Depot Yard and VOQ | \$30,000 | 10% | \$3,220 |
| 119 | Dump | \$150,000 | 10% | \$15,000 |
| | Total Rent payable under this Lease | | | \$30,688 |

SCHEDULE 5. – PLAN



Executed by the parties as an Agreement:

The common seal of the Port Keats/Daly River Aboriginal Land Trust was hereto affixed by a member of staff of the Northern Land Council with the written authority of the Chair and two members of that Land Trust in the presence of :



B. M. O'Kop
Witness

Signature of Chair

Brown M O'Kop
Print name

Print full name of Chair

LEGAL SECRETARY
Qualification

Signature of Member

45 MITCHELL ST, DARWIN
Address/phone NT 0800
08 89205126.

Print full name of Member

Signature of Member

Print full name of Member

Authority of Daly River/Port Keats Aboriginal Land Trust to apply the Common Seal of the Land Trust to various Land Use Agreements

Pursuant to the directions of the Northern Land Council made under resolutions of the Council dated 16 June 2015 the Daly River/Port Keats Aboriginal Land Trust authorizes the Chairman or staff member of the Northern Land Council to apply the common seal of the Land Trust to the following instruments:

- 1 Land Use Agreement – West Daly Regional Council – Daly River/Port Keats Aboriginal Land Trust – Palumpa/ Nganmarriyanga – to surrender a lease to Palumpa Station Pty Ltd over Lot 30 and to grant a lease to West Daly Regional Council over Lot 30 for a Community Meeting Centre, Lot 34 for a Multi-Purpose Centre, Lots 35, 43 and 58 for Housing, Lot 108 for a Council Office, Lot 109 for Depot Yard and visiting Officers Quarters and Lot 119 for a Dump;
- 2 Land Use Agreement – West Daly Regional Council – Daly River/Port Keats Aboriginal Land Trust – Palumpa – a licence to maintain over the oval at Lot 99 and the cemetery at Lot 117;
- 3 Land Use Agreement – West Daly Regional Council – Daly River/Port Keats Aboriginal Land Trust – Peppimenarti – a lease over Lot 13 for Office Space, Lots 14 and 76 for Housing, Lot 16 for a Council Office, Lot 21 for a Civil Workshop, Lot 29 for Broadcasting and Radio Communications, Lot 75 for Aged Care, Lot 81 for Visiting Officers Quarters and Lot 90 for a Swimming Pool;
- 4 Land Use Agreement – West Daly Regional Council – Daly River/Port Keats Aboriginal Land Trust – Peppimenarti – a licence to maintain over the oval at Lot 87 and the cemetery on an unmarked Lot;
- 5 Land Use Agreement – West Daly Regional Council - Daly River/Port Keats Aboriginal Land Trust – Wadeye – a lease over Lot 349 for a Mechanical Workshop and Office Space, Lots 363, 372, 380, 382, 384, 391, 392, Unit 3/404, 459, Unit 2/497, 499, 500, 602, 606, 609, 791 for Housing, Lot 368 for Visiting Officer's Quarters, Lot 369 for a Museum and Office Space, Lot 376 for a Civil Works Shed, Lot 460 for a Sports and Recreation Centre, Lot 463 for a Council Office, Lot 471 for a Storage Shed and Housing, Lot 487 for Aged Care – Housing, Lot 562 for a Pool, Lot 793 for a Storage Yard and an unmarked area for a Dump; and
- 6 Land Use Agreement – West Daly Regional – Council Daly River/Port Keats Aboriginal Land Trust – Wadeye – a licence to maintain over the ovals at Lots 768 and 796.

Signed by trustees of the Daly River/Port Keats Aboriginal Land Trust.



Thaddeus Darting
(sign above)

MARTIN MULLUMBE
(sign above)

Damon Turnock
(sign above)

Thaddeus Darting Martin Mullumbuk

Damon Turnock

(Print full name and date)

(Print full name and date)

(Print full name and date)

28 Oct 2015

8 OCT 2015

8 OCT 2015

Executed for and on behalf of the
West Daly Regional Council by:



Signature

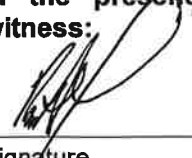
Glenda Teede

Print full name

Chief Executive Officer

Position

In the presence of a qualified
witness:



Signature

Print full name Rose Lara Watts
Legal Practitioner
HWL Ebsworth Lawyers
Level 9, Mitchell Centre
59 Mitchell Street, Darwin NT 0800
Qualification 08 8943 0400

Address/phone

The common seal of the Northern Land Council was hereunto affixed by authority of resolution of the said Land Council in the presence of:



B Motlop
Witness signature

[Signature]
Signature of Chairman

BRONWYN MOTLOP
Witness print name

SAMUEL BUSH-BLANASI
Name of Chairman (print)

LEGAL SECRETARY
Position

[Signature]
Executive Member

WAYNE WAUCHOPE
Name of Executive Member (print)

[Signature]
Executive Member

RAYMOND HECTOR
Name of Executive Member (print)

ATTACHMENT

3

SECTION 19 ALRA LEASE

Daly River/Port Keats Aboriginal Land Trust

Land Trust

and

West Daly Regional Council

Lessee

and

Northern Land Council

Land Council

Wadeye

CONTENTS

| | | |
|------------|----------------------------------------|-----------|
| 1. | Definitions and Interpretation | 1 |
| 2. | Grant of Lease | 5 |
| 3. | Rent | 5 |
| 4. | Rates, charges and taxes | 6 |
| 5. | Utilities and other charges | 6 |
| 6. | Land Council's approval | 7 |
| 7. | Improvements | 7 |
| 8. | Yield up | 7 |
| 9. | Land Trust's rights of entry | 8 |
| 10. | Requirements of authorities | 8 |
| 11. | Lessee to insure | 8 |
| 12. | Indemnity | 9 |
| 13. | Use of Land | 9 |
| 14. | Assignment and subletting | 10 |
| 15. | Quiet enjoyment | 10 |
| 16. | Dispute resolution | 11 |
| 17. | Termination | 11 |
| 18. | Further Term | 12 |
| 19. | Holding over | 13 |
| 20. | Costs of Lease and Registration | 13 |
| 21. | Notices | 13 |
| 22. | Goods and Services Tax | 14 |
| 23. | Interest | 14 |
| 24. | Extractive Minerals | 15 |
| 25. | Environmental Protection | 15 |
| 26. | Nuisance | 15 |

| | | |
|--------------------|----------------------------------------|-----------|
| 27. | Sacred Sites and Sacred Objects | 15 |
| 28. | Native Title | 16 |
| 29. | Employment | 16 |
| 30. | Liquor and Drugs | 16 |
| 31. | Planning and Survey | 17 |
| 32. | Extension of Term | 17 |
| 33. | Confidentiality | 18 |
| 34. | Land Council Role | 19 |
| 35. | General | 20 |
| Schedule 1. | – Particulars | 21 |
| Schedule 2. | – Land Council's Direction | 24 |
| Schedule 3. | – Minister's consent | 25 |
| Schedule 4. | – Purpose, UCV and Rent | 26 |
| Schedule 5. | – Plan | 28 |

DATE

This Lease is dated

20 June 2016

PARTIES

This Lease is made between and binds the following parties:

1. **Daly River/Port Keats Aboriginal Land Trust** of c/- the Northern Land Council, 45 Mitchell Street, Darwin NT 0801 (**Land Trust**)
2. **West Daly Regional Council (Lessee)**
3. **Northern Land Council** an Aboriginal Land Council established under the *Aboriginal Land Rights (Northern Territory) Act 1976 (Cth)* of 45 Mitchell Street Darwin NT 0800 (**Land Council**)

CONTEXT

This Lease is made in the following context:

- A. The Land is vested in the Land Trust.
- B. The Land Trust wishes to grant to the Lessee a lease of the Land for the Permitted Use.
- C. Subsection 19(4A) of the Act permits the Land Trust, in certain circumstances, to grant an estate or interest in land vested in it to any person for any purpose.
- D. The Land Council has given a direction under subsection 19(4A) of the Act to the Land Trust to grant the Lease.
- E. The Lessee wishes to accept the grant of a lease of the Land for the Permitted Use.
- F. Where required, the Minister has given written consent to the grant of this lease under subsection 19(4A) and subsection 27(3) of the Act, and to the granting of subleases and other rights under subsection 19(8) of the Act, such form of consent being set out in Schedule 3;

1. Definitions and Interpretation

- 1.1. Unless the contrary intention appears, a term in bold type has the meaning shown opposite it:

| | |
|-----------------------------|-------------------------------------------------------------------------------|
| Aboriginal | has the meaning given in the Act. |
| Aboriginal tradition | has the meaning given in the Act. |
| Act | means the <i>Aboriginal Land Rights (Northern Territory) Act 1976 (Cth)</i> . |

| | |
|---------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Business Day | means a day that is not a Saturday, Sunday or a public holiday in the Northern Territory. |
| Commencement Date | means the date specified in Item 4. |
| Commercial Purpose | means a purpose which involves promoting, advertising, selling, having sold or otherwise disposing of or gaining a commercial return from a product or service, excluding recovering costs for the provision of government services in accordance with government policy by charging a fee for service; |
| Confidential Information | means: <ul style="list-style-type: none"> a. Information that at the time of disclosure by a Disclosing Party is identified to the Receiving Party as being confidential; and/or b. all other Information belonging or relating to a Disclosing Party, or any Related Entity of that Disclosing Party, that is not generally available to the public at the time of disclosure other than by reason of a breach of this Lease; and/or c. which the Receiving Party knows, or ought reasonably to be expected to know, is confidential to that Disclosing Party. |
| Default Rate | means the monthly average yield of 90-day bank accepted bills published by the Reserve Bank of Australia on 1 June each year (the 90-Day Bank Bill Rate) or in the event that the 90-Day Bank Bill Rate is suspended or discontinued, the index benchmark that most nearly reflects the method of calculating the 90-Day Bank Bill Rate. |
| Disclosing Party | means the party to whom Information belongs or relates. |
| Further Term | means the period specified in Item 14. |
| Information | means any information, whether oral, graphic, electronic, written or in any other form, including: <ul style="list-style-type: none"> a. forms, memoranda, letters, specifications, processes, procedures, statements, |

| | |
|----------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | <p>research and development information, know-how, designs, plans, photographs, microfiche, business records, notes, accounting procedures or financial information, names and details of agents, employee details, reports, drawings and data;</p> <p>b. copies and extracts made of or from that information and data, whether translated from the original form, recompiled, partially copied, modified, updated or otherwise altered; and</p> <p>c. samples or specimens (if any) disclosed either before or after execution of this Lease.</p> |
| Land | means the land described in Item 1 and includes the buildings and other improvements on the land. |
| Land Council | means the Northern Land Council established under the Act. |
| Lease | means this lease, including the context, the Schedule and any Annexures. |
| Lessee's Representative | means the person for the time being performing the duties and functions of the office or person specified in Item 12. |
| Minister | means the minister responsible for administering the <i>Aboriginal Land Rights (Northern Territory) Act 1976 (Cth)</i> . |
| Northern Territory Entity | means the Northern Territory of Australia, a statutory body, statutory authority or government owned corporation of, or entity controlled by, the Northern Territory of Australia. |
| Permitted Use | means the permitted use described in Item 7. |
| Plan of Survey | means a plan of survey that fulfils the criteria set out in section 49(3) of the <i>Licensed Surveyors Act</i> |
| Purpose | means the purpose described in Item 6. |
| Receiving Party | means the party to whom Information belonging or relating to a Disclosing Party is disclosed or who possesses or otherwise acquires Information belonging or relating to a Disclosing Party. |

| | |
|---------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Rent | means the amount specified at "Total Rent payable under this Lease" in Schedule 4, as adjusted in accordance with this Lease. |
| Revaluation Notice | means a notice served by the Land Trust in accordance with clause 3.3.a. |
| Revaluation Date | means each revaluation date specified in Item 16. |
| Sacred Object | means an object which is sacred or otherwise significant to any traditional Aboriginal owner according to Aboriginal tradition. |
| Sacred Site | has the meaning given to it in the Act. |
| Subdivision | has the meaning give to that term in section 5 of the <i>Planning Act</i> |
| Term | means the period specified in Item 5 together with the Further Term, if applicable, unless this Lease is earlier terminated. |
| Third Party | means a party other than a party to this Lease. |
| Unimproved Capital Value | has the meaning given to that term in the <i>Valuation of Land Act (NT)</i> as in force at 1 January 2011, or such other meaning as is agreed between the parties. |
| Waste | means any waste material generated by the Lessee including refuse, garbage, oil, chemicals and all other waste material. |

- 1.2. In this Lease, unless a contrary intention appears:
- a. a reference to an Item is a reference to an Item in Schedule 1;
 - b. a reference to a Schedule is a reference to a Schedule to this Lease;
 - c. words in the singular include the plural and vice versa;
 - d. words importing one gender includes the other gender; and
 - e. the terms "Land Trust", "Land Council" and "Lessee" include their respective successors in title.
 - f. a reference to any agency or body, if that agency or body ceases to exist or is reconstituted, renamed or replaced or has its powers or functions removed (defunct body), means the agency or body which performs most closely the functions of the defunct body.

2. Grant of Lease

- 2.1. In consideration of the Rent and the Lessee's covenants, the Land Trust leases to the Lessee the Land, and grants to the Lessee the rights specified in Item 2, for the Term.
- 2.2. The Land Trust reserves to itself the rights specified in Item 3.

3. Rent

- 3.1. The Lessee must, during the Term, pay to the Land Council the Rent in the manner specified in Item 8.
- 3.2. On each anniversary of the Commencement Date during the Term (except for any such anniversary in relation to which a revaluation occurs under clause 3.3), the Rent will increase by the amount or percentage specified in Item 9.
- 3.3. Either party may adjust the Rent on each Revaluation Date as follows:
 - a. not more than 12 months before and not less than 3 months before the relevant Revaluation Date, a party may notify the other party in writing of its wish to adjust the Rent;
 - b. once a Revaluation Notice has been issued, the Land Trust and the Lessee must meet to adjust the Rent (based on the percentage amount set out in column 5 of Schedule 4 of the revaluation of the Unimproved Capital Value of the Land) and the manner in which it is to be paid (including both the period of payment, and whether it is paid in advance or arrears);
 - c. if the Land Trust and the Lessee agree an adjusted Rent amount as set out in clause 3.3.b on or before 2 months prior to the relevant Revaluation Date, then on and from the relevant Revaluation Date, that agreed Rent and manner of payment will apply;
 - d. if the Land Trust and the Lessee are unable to agree on an adjusted Rent amount as set out in clause 3.3.b on or before 2 months prior to the relevant Revaluation Date, either party may request the Northern Territory Valuer-General to determine the Unimproved Capital Value of the Land and the Rent (based on the percentage amount set out in column 5 of Schedule 4 of the revalued Unimproved Capital Value of the Land) to apply on and from the relevant Revaluation Date;
 - e. subject to 3.3 f., the Land Trust may also, at its own cost, request an independent valuer to determine the Unimproved Capital Value of the Land and Rent (based on the revalued Unimproved Capital Value of the Land) to apply from the relevant Revaluation Date;

- f. the Land Trust and the Lessee must both agree on:
 - A. the independent valuer who is engaged to determine the Unimproved Capital Value in accordance with clause 3.3.f; and
 - B. the terms of reference on which that independent valuer is to be engaged,

and should the Land Trust and the Lessee be unable to agree on the matters set out in clauses 3.3.f.A and 3.3.f.B, then the terms of clause 16 will apply;
- g. valuation of the land must be determined on the basis that the lots are unimproved and on the terms and conditions of this Lease.
- h. if the Rent determined in accordance with clauses 3.3.d and 3.3.e is less than the Rent applicable for the preceding year, the Rent will remain the same as was applicable in the preceding year (as adjusted in accordance with clause 3.2);
- i. the costs of the Northern Territory Valuer-General must be borne by the Lessee and Lessor equally.
- j. If, for any reason, the office of the Northern Territory Valuer-General does not exist or ceases to exist during the Term, the parties agree that the Australian Valuation Office will carry out the role of the Northern Territory Valuer-General under this Lease.

4. Rates, charges and taxes

- 4.1. The Lessee must pay all rates, charges and taxes in respect of the Land and any building located upon the Land.
- 4.2. The Land Trust must promptly forward any notices in respect of rates, charges or taxes in relation to the Land to the Lessee.
- 4.3. Nothing in clause 4.1 prevents the Lessee from recovering rates, charges and taxes from any sublessee.

5. Utilities and other charges

- 5.1. The Lessee must pay for all electricity, water and gas consumed or used by the Lessee on the Land, and any other charges specified in Item 10.
- 5.2. Nothing in clause 5.1 prevents the Lessee from passing liability for the consumption of electricity, water or gas, or other charges to a sublessee.

6. Land Council's approval

- 6.1. For the purposes of clauses 7.2, 13.1 and 14.2, the Lessee acknowledges that the Land Council may be required to consult and undertake a consultation process before being in a position to provide approval and for the purpose of determining if the Land Council has delayed in providing approval under this Lease, this process will be taken into account.

7. Improvements

- 7.1. All buildings, infrastructure and other improvements which are on the Land at the Commencement Date are the property of the Land Trust.
- 7.2. The Lessee must not construct, place, extend, make external additions to, replace or remove any buildings, infrastructure or other structures on the Land without the express written approval of the Land Council, which approval must not be unreasonably withheld or delayed. For the avoidance of doubt, it would be unreasonable to refuse consent under this clause if the construction is consistent with the Purpose and Permitted Use and the Lessee has complied with the Planning Scheme, the terms of this Lease, and all applicable laws.
- 7.3. Having regard to the condition of the buildings, infrastructure and other improvements and the Land at the Commencement Date, the Lessee is responsible for the maintenance and repair of any buildings, infrastructure and other improvements it constructs or places on the Land in accordance with clause 7.2 and of all buildings, infrastructure and other improvements referred to in clause 7.1 during the Term subject to its normal policies as to maintenance, repair and replacement of remote infrastructure.
- 7.4. Any reference to infrastructure in this clause 7 does not include infrastructure that is owned by or is the responsibility of a third party service provider and which is listed in Item 15.

8. Yield up

- 8.1. On the expiry or earlier termination of the Lease (including termination as a result of the Lessee's default), all buildings, infrastructure or other improvements which the Lessee constructed on the Land after the Commencement Date will become the property of the Land Trust.
- 8.2. The Lessee may remove any buildings, infrastructure or improvements that it constructed after the Commencement Date from the Land prior to the expiration or earlier termination of this Lease provided that such removal can be effected without causing

6. Land Council's approval

- 6.1. For the purposes of clauses 7.2, 13.1 and 14.2, the Lessee acknowledges that the Land Council may be required to consult and undertake a consultation process before being in a position to provide approval and for the purpose of determining if the Land Council has delayed in providing approval under this Lease, this process will be taken into account.

7. Improvements

- 7.1. All buildings, infrastructure and other improvements which are on the Land at the Commencement Date are the property of the Land Trust.
- 7.2. The Lessee must not construct, place, extend, make external additions to, replace or remove any buildings, infrastructure or other structures on the Land without the express written approval of the Land Council, which approval must not be unreasonably withheld or delayed. For the avoidance of doubt, it would be unreasonable to refuse consent under this clause if the construction is consistent with the Purpose and Permitted Use and the Lessee has complied with the Planning Scheme, the terms of this Lease, and all applicable laws.
- 7.3. Having regard to the condition of the buildings, infrastructure and other improvements and the Land at the Commencement Date, the Lessee is responsible for the maintenance and repair of any buildings, infrastructure and other improvements it constructs or places on the Land in accordance with clause 7.2 and of all buildings, infrastructure and other improvements referred to in clause 7.1 during the Term subject to its normal policies as to maintenance, repair and replacement of remote infrastructure.
- 7.4. Any reference to infrastructure in this clause 7 does not include infrastructure that is owned by or is the responsibility of a third party service provider and which is listed in Item 15.

8. Yield up

- 8.1. On the expiry or earlier termination of the Lease (including termination as a result of the Lessee's default), all buildings, infrastructure or other improvements which the Lessee constructed on the Land after the Commencement Date will become the property of the Land Trust.
- 8.2. The Lessee may remove any buildings, infrastructure or improvements that it constructed after the Commencement Date from the Land prior to the expiration or earlier termination of this Lease provided that such removal can be effected without causing

any substantial damage to the Land and the Lessee will make good any damage caused by such removal.

8.3. The Lessee must, having regard to the condition of the Land at the Commencement Date, throughout the Term keep, and at the termination of this Lease, yield up the Land in a clean and tidy condition in accordance with its normal policies as to maintenance, repair and replacement of remote infrastructure, subject to fair wear and tear.

8.4. The Lessee may at or prior to the expiration of this Lease remove from the Land any plant, equipment, machinery, furniture or other chattels which are not fixtures that were brought on to the Land by the Lessee on or after the Commencement Date but the Lessee must not, in carrying out such removal, do any damage to the Land or fixtures thereon and must make good any damage which the Lessee causes in carrying out such removal.

9. Land Trust's rights of entry

9.1. The Land Trust or its nominee may, at reasonable times and on giving reasonable written notice to the Lessee, enter the Land for the purpose of inspecting the state of repair of the Land.

9.2. In an emergency, the Land Trust or its nominee may at any time, without giving notice if that is impracticable, enter the Land unaccompanied for the purpose of ascertaining and, if found necessary, remedying the cause of the emergency and the Land Trust must in all such cases promptly inform the Lessee in writing of the entry.

9.3. In exercising its rights of entry under this clause, the Land Trust must cause no undue interference to the occupation, use or enjoyment of the Land by the Lessee, and as soon as practicable, make good any damage caused to the Land or the Lessee by exercise of those rights.

9.4. Any access by the Land Trust or its nominee under this Lease is subject to the Lessee's reasonable security requirements.

10. Requirements of authorities

10.1. The Lessee must comply with all statutes, ordinances, regulations and by-laws relating to the use of the Land by the Lessee but only to the extent that the Lessee is bound to comply.

10.2. Subject to clause 10.1, the Land Trust must comply with all statutes, ordinances, regulations and by-laws applicable to the Land.

11. Lessee to insure

11.1. During the Term the Lessee must maintain insurance in respect of:

- a. public liability for not less than the sum specified in Item 13;
 - b. loss of or damage to the buildings and all other improvements on the Land erected by or on behalf of the Lessee for their full reinstatement value; and
 - c. workers compensation, as required by law.
- 11.2. The Lessee must, if required by the Land Trust, produce for inspection by the Land Trust reasonable proof of the existence of any insurance policy effected for the purposes of this clause and reasonable evidence of its renewal.
- 11.3. If the Lessee is self-insured with respect to the Land, it is not obliged to take out separate policies of insurance to satisfy its obligations under clause 11.1 or comply with clause 11.2.

12. Indemnity

- 12.1. The Lessee must indemnify the Land Trust and the Land Council from and against all claims, liabilities, costs (on a solicitor and client basis), losses and expenses for which the Land Trust becomes liable or incurs and which arise from:
- a. the negligent use or misuse by the Lessee of the Land; and
 - b. loss, damage or injury to property or to a person within or outside the Land to the extent caused or contributed to by the negligent act or omission of the Lessee in connection with the Lessee's use of the Land; and
 - c. any breach of this lease by the Lessee.
- 12.2. The Lessee's liability to indemnify the Land Trust and the Land Council will be reduced proportionally to the extent that the negligence of the Land Trust or the Land Council contributed to such liability.

13. Use of Land

- 13.1. The Lessee must not use the Land for any purpose other than the Permitted Use or for any purpose that is not reasonably incidental to the Permitted Use without the written consent of the Land Council, such consent not to be unreasonably withheld or delayed.
- 13.2. The Land Trust acknowledges that at the Commencement Date of this Lease, the Lessee's Purpose as set out at Item 6 of Schedule 1 and Schedule 4 is not a Commercial Purpose and, subject to a change to the Lessee's Purpose, clause 13.4 and 13.5 will not apply to this Lease.

- 13.3. The parties agree that, despite any other provision of this Lease, the Lessee must not use the Land for a Commercial Purpose, except with the Land Council's written consent.
- 13.4. Subject to clause 13.2,if:
- a. the Land Trust determines that any part of the Land is capable of being used for a Commercial Purpose; and
 - b. such use does not have a material impact on the Lessee's use of the Land in accordance with the Purpose,
- then the Land Trust may request in writing that the Lessee excise the relevant area from the Land.
- 13.5. The Lessee must not unreasonably refuse to excise the part of the Land referred to in clause 13.4.

14. Assignment and subletting

- 14.1. The Land Trust and the Land Council consent:
- a. to the Lessee transferring, subletting or assigning this Lease (whether in respect of the whole of part of the Premises) to a Northern Territory Entity; and
 - b. to the Lessee granting licences, tenancy agreements or rights of access from time to time provided they are consistent with the Permitted Use.
- 14.2. In relation to a transfer, sublet or assignment to which clause 14.1 does not apply, the Lessee acknowledges that, subject to clause 14.4, it must not transfer its interest in this Lease or grant an interest in the Land to another person unless it has first obtained the written consent of the Land Council such consent not to be unreasonably withheld or delayed.
- 14.3. Subject to clause 14.1 and 14.4, the Lessee acknowledges that any purported transfer of its interest in this Lease without the written consent of the Land Council will be invalid.
- 14.4. Any direct or indirect change in the beneficial ownership of the Lessee's shares or membership (if applicable) which amounts to a change in the effective control of the Lessee will be treated as an assignment of this Lease and requires the prior written consent of the Land Council such consent not to be unreasonably withheld.

15. Quiet enjoyment

- 15.1. The Land Trust covenants with the Lessee that the Lessee may peaceably hold and enjoy the Land during the Term without any interruption or disturbance from the Land Trust or any person lawfully claiming through or under the Land Trust.

16. Dispute resolution

- 16.1. The parties agree that a dispute arising under this Lease will be dealt with as follows:
- a. the party claiming that there is a dispute will give the other party a notice setting out the nature of the dispute;
 - b. within 7 Business Days after receipt of that notice each party will nominate a representative;
 - c. the representatives will try to settle the dispute by direct negotiation between them;
 - d. failing settlement within a further 14 Business Days, the parties may agree to refer the dispute to an independent third person with power:
 - A. to intervene and direct some form of resolution, in which case the parties will be bound by that resolution; or
 - B. to mediate and recommend some form of non-binding resolution;
 - e. the parties will cooperate fully with any process instigated under this clause 16.1.d in order to achieve a speedy resolution; and
 - f. if a resolution is not reached within a further 28 Business Days, either party may commence legal proceedings or exercise any other rights it may have under or in respect of this Lease.
- 16.2. Subject to clause 20.3.b each party will bear its own costs of complying with this clause 16, and the parties must bear equally the cost of any third person engaged under clause 16.1.d.
- 16.3. This clause 16 does not apply to legal proceedings by either party seeking urgent interlocutory relief nor to recovery of Rent payable under this Lease.

17. Termination

- 17.1. The Lessee defaults under this Lease if:
- a. the Rent is unpaid after it becomes due and the Lessee fails to pay the Rent within 60 days after the receipt of a notice from the Land Trust which sets out the failure to pay and demands payment; or
 - b. the Lessee:
 - A. is properly required by the Land Council by notice to carry out repairs or maintenance and the Lessee fails to carry out those repairs or maintenance within 60 days after receipt of that notice or to proceed diligently to complete them; or

- B. fails to otherwise perform or observe a provision of this Lease and that failure is not capable of remedy, or is capable of remedy but continues for not less than 60 days after the Land Trust gives notice to the Lessee to remedy that failure; or
 - C. abandons the Land, or ceases using the Land for the Purpose for a period exceeding 30 days; or
 - D. an administrator, receiver, manager or controller is appointed to the Lessee or a resolution is passed or proceedings are commenced for the winding up of the Lessee.
- 17.2. Subject to any requirements under law, if the Lessee defaults, the Land Trust may do one or more of the following without affecting any pre-existing rights of a party:
- a. re-enter and take possession of the Land;
 - b. by notice to the Lessee, terminate this Lease; and
 - c. exercise any of its other legal rights.
- 17.3. The Land Trust defaults under this Lease if the Land Trust fails to perform or observe a provision of this Lease and that failure is not capable of remedy, or is capable of remedy but continues for not less than 60 days after the Lessee gives notice to the Land Trust to remedy that failure.
- 17.4. If the Land Trust defaults, the Lessee may do either one or both of the following without affecting any pre-existing rights of a party:
- a. by notice to the Land Trust, terminate this Lease; and
 - b. exercise any of its other legal rights.
- 17.5. The Lessee may terminate this Lease at any time by giving not less than three months' written notice to the Land Trust.

18. Further Term

- 18.1. If:
- a. a Further Term is set out in Item 14; and
 - b. the Lessee wishes to lease the Land for the Further Term commencing upon the expiration of the period set out in Item 5; and
 - c. the Lessee gives notice to the Land Trust of that wish not less than 6 months prior to the expiration of the period set out in Item 5; and

- d. the Lessee is not then in default of this Lease for the purposes of clause 17,

then the term of this Lease will be extended for the Further Term, commencing upon the expiration of the period set out in Item 5 and this Lease will be amended so that:

- e. the Rent for the first rent period of the Further Term is agreed between the parties or, failing agreement within 3 months after the commencement of the Further Term, determined as if the commencement date of the Further Term was a Review Date; and
- f. this clause 18 will be omitted.

19. Holding over

- 19.1. Subject to clause 19.2, where the Lessee continues in occupation of the Land after the expiration of the Term without any demand for possession having been made by the Land Trust, the Lessee is deemed to be holding the Land under a monthly tenancy determinable upon 3 month's notice (which notice may expire at any time) being given by either party to the other, at the same Rent and upon and subject to the same terms as are contained in this Lease so far as they can be applied to a monthly tenancy.
- 19.2. Clause 19.1 will not apply to the extent such continued occupation would create an offence under section 63(1) of the Planning Act.

20. Costs of Lease and Registration

- 20.1. The parties must each bear their own costs of and incidental to the negotiation, settlement, preparation and execution of this Lease.
- 20.2. The Lessee will pay any stamp duty payable in respect of or in connection with this Lease.
- 20.3. The Lessee shall pay the reasonable costs of the Land Trust and the Land Council in relation to:
 - a. reasonable costs of surveying and planning in relation to this Lease to the extent it is necessary and agreed between the parties prior to the Land Trust and the Land Council incurring any such costs; and
 - b. costs incurred by the Land Trust or Land Council, including legal costs, arising from or in connection with the Lessee's breach of a term of this Lease.

21. Notices

- 21.1. Any notice, demand, consent or other communication required to be given or served under the Lease is duly given to or served on:

- a. the Land Trust or the Land Council, if in writing signed by or on behalf of the Lessee's Representative and delivered by hand or sent by prepaid post or facsimile transmission addressed to the Land Trust's Representative or the Land Council's Representative in accordance with Item 11 or to such other address as may be notified by the Land Trust or the Land Council to the Lessee from time to time; and
- b. the Lessee, if in writing signed by the Land Trust's Representative or the Land Council's Representative and delivered by hand or sent by prepaid post or by facsimile transmission addressed to the Lessee's Representative in accordance with Item 12 or to such other address as may be notified by the Lessee to the Land Trust and the Land Council from time to time.

22. Goods and Services Tax

- 22.1. For the purposes of this clause:
 - a. **GST Act** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
 - b. **adjustment event, adjustment note, GST, input tax credit and taxable supply** have the meanings given to those terms in the GST Act.
- 22.2. Unless otherwise stated, all amounts payable by one party to the other party under this Lease are exclusive of GST.
- 22.3. A recipient of a taxable supply made under this Lease must pay to the supplier an amount equivalent to any GST paid or payable by the supplier in respect of the taxable supply, subject to the supplier issuing a valid tax invoice in accordance with the GST Act to the recipient.
- 22.4. A party's obligation to reimburse the other party for an amount paid or payable to a third party includes GST on the amount paid or payable to the third party, except to the extent that the party being reimbursed is entitled to claim an input tax credit for that GST.
- 22.5. Each party must issue an adjustment note to the other party as soon as it becomes aware of an adjustment event relating to a taxable supply by it under this Lease.

23. Interest

- 23.1. In the event that any amount required to be paid by one party to another party pursuant to this Lease is not paid by the date such payment is due, interest may, at the option of the party entitled to receive the payment, accrue on such outstanding amount at the Default Rate and such interest will:

- a. be a debt due by the defaulting party to the non-defaulting party;
- b. accrue from the due date for payment until the date that payment is made in full; and
- c. accrue daily and be capitalised at the end of each calendar month.

24. Extractive Minerals

- 24.1. The Lessee acknowledges and agrees that for the purposes of this Lease it will not excavate or remove from the Land or any other land vested in the Land Trust any earth, stone, clay, sand or gravel for construction or upgrade works within the Land without entering into a separate agreement with the Land Trust and the Land Council permitting it to do so.

25. Environmental Protection

- 25.1. The Lessee shall not, and must ensure that its employees, servants and agents do not, dispose of any Waste on the Land or on any other area in such a way as it may leak, wash or be blown or otherwise enter into any watercourse or the sea.
- 25.2. The Lessee shall at all times endeavour to overcome and minimise any deleterious effects upon the environment arising from its use of the Land and shall reasonably rehabilitate all areas affected directly or indirectly by the use of the Land (subject to clause 8).
- 25.3. The Lessee shall store and keep all Waste in proper containers and shall dispose of all refuse regularly and hygienically.
- 25.4. The Land Trust reserves the right to impose such other conditions as are reasonable for the purposes of environmental protection, including but not limited to preventing the spread of exotic or noxious flora and fauna.

26. Nuisance

- 26.1. The Lessee shall not, and must ensure that its employees, servants and agents do not, carry on upon the Land or any part of the Land, any noisome, dangerous or offensive trade, business, process or activity which may become a nuisance to the Land Trust or persons living in the vicinity of the Land.

27. Sacred Sites and Sacred Objects

- 27.1. The Lessee must, prior to commencing the demolition or construction of any building, infrastructure or other structures on the Land, request from and receive an authority certificate from the Aboriginal Areas Protection Authority in relation to any Sacred Sites

or Sacred Objects on or near the land and must comply with the conditions set out in that authority certificate.

- 27.2. The Lessee must at all times and shall procure that its employees, servants and agents shall at all times respect and observe all due solemnity and deference in respect of Sacred Sites and Sacred Objects and the Lessee shall take all reasonable action requested by the Land Council to ensure the protection of Sacred Sites and Sacred Objects which might be in any way affected by the Lessee's operations under this Lease.

28. Native Title

- 28.1. The parties acknowledge that this Lease is not intended to extinguish any native title as may exist in relation to the Land immediately before the Commencement Date.

29. Employment

- 29.1. The Lessee must use its reasonable endeavours to maximise employment, training and business opportunities for Aboriginal people, including where the supply of goods or services is required by the Lessee in relation to the Land, the Lessee must use its best endeavours to ensure maximum use of Aboriginal sub-contractors where goods or services available from them are competitive as to price, continuity or certainty of supply, timing, quality and standard of skill as those available elsewhere or acceptable to the Lessee, and provided that this does not require the Lessee to act contrary to any laws or guidelines relating to procurement of goods and services.

30. Liquor and Drugs

- 30.1. The Lessee will ensure that its employees, servants and agents are informed that they must not take onto the Land or any other land vested in the Land Trust or sell for consumption on the Land or any other land vested in the Land Trust any:

- a. kava;
- b. liquor, that is, a beverage that contains more than 1.15% by volume of ethyl alcohol; or
- c. drug, the possession, consumption, sale or supply of which is prohibited or restricted under any statute; or
- d. any other substance that could reasonably be considered as likely to be abused;

unless such use is permitted under the law.

31. Planning and Survey

- 31.1. In the event that this Lease constitutes a sub-division for the purposes of the *Planning Act (NT)* and *Land Title Act (NT)*, the Lessee accepts the obligation to pursue at its own cost all necessary planning applications.
- 31.2. The Land Trust hereby authorises the Lessee to make a subdivision application pursuant to the *Planning Act (NT)* and *Land Title Act (NT)* and will provide all necessary consents and complete, amend and execute any documentation and produce the certificates of title for the Land at the Land Titles Office to achieve this.
- 31.3. If the Lessee is required to submit any application in accordance with any laws, including (without limitation) the *Planning Act (NT)* in respect of works specified under this Lease, the Land Trust and Land Council must do whatever is reasonable and necessary on its part to assist the Lessee to obtain all necessary approvals which may include signing applications for development consent.

32. Extension of Term

- 32.1. The Lessee must obtain as soon as reasonably practicable after the Commencement Date and at its sole cost:
- a. a Plan of Survey of the Premises;
 - b. the approval of the Surveyor-General to the Plan of Survey of the Premises under section 49(3) of the *Licensed Surveyors Act*; and
 - c. such approvals and consents as may be required in respect of a Subdivision that would arise from the creation of a lease of the Premises for a period of more than 12 years.
- 32.2. The Land Trust must do all things and sign all documents necessary for the Lessee to fulfil the requirements set out in clause 32.1, including providing to the Lessee, on or before the Commencement Date, a letter in such form as the Lessee reasonably requires, authorising the Lessee to apply to the Development Consent Authority for consent to subdivide the Land in accordance with a Plan of Survey by the creation of a lease of the Premises for a period of more than 12 years.
- 32.3. Upon the Lessee fulfilling the requirements set out in clause 32.1:
- a. the Lessee must immediately inform the Land Council in writing, and provide the Land Council with a copy of the approved Plan of Survey;
 - b. the term of this Lease will automatically be increased to 40 years;

- c. the plan attached to this lease at Schedule 5 will be replaced with the approved Plan of Survey;
 - d. the parties will execute and the Lessee will register a Land Titles Office Form 33 – Notice of Extension of Lease, within 30 days of the written notice provided under clause 32.3.a.
- 32.4. If an extension of the Term of this Lease as provided for in clause 32.2 is not permitted at law (or if the extension of the Term in the manner provided for in clause 32.2 is not capable of being accepted for registration), then upon the Lessee fulfilling the requirements under clause 32.1:
- a. the Lessee must surrender this Lease; and
 - b. the parties must enter into a new lease on identical terms to this Lease except:
 - A. the term will be 40 years from the Commencement Date; and
 - B. this clause 32 will be deleted; and
 - C. the plan attached to this lease at Schedule 5 will be replaced with the approved Plan of Survey.

33. Confidentiality

- 33.1. Subject to clauses 33.2 to 33.3, the Receiving Party must:
- a. keep the Confidential Information confidential and not directly or indirectly disclose, divulge or communicate any Confidential Information to, or otherwise place any Confidential Information at the disposal of, any other person without the prior written approval of the Disclosing Party;
 - b. take all reasonable steps to secure and keep secure all Confidential Information coming into its possession or control; and
 - c. only use the Confidential Information for the purposes of performing, and to the extent necessary to perform, its obligations under this Lease.
- 33.2. The obligations of confidentiality under clause 33 do not apply to:
- a. any Confidential Information that:
 - A. is disclosed to the Receiving Party by a Third Party entitled to do so, whether before or after the date of this Lease;
 - B. was already lawfully in the Receiving Party's possession when it was given to the Receiving Party and was not

otherwise acquired from the Disclosing Party directly or indirectly; or

C. is generally available to the public at the date of this Lease or subsequently becomes so available other than by reason of a breach of this Lease; and

b. any disclosure of Confidential Information by the Receiving Party that is necessary to comply with any court order or law, if, to the extent practicable and as soon as reasonably possible, the Receiving Party:

A. notifies the Disclosing Party of the proposed disclosure;

B. consults with the Disclosing Party as to its content; and

C. uses reasonable endeavours to comply with any reasonable request by the Disclosing Party concerning the proposed disclosure.

33.3. Subject to the later provisions of this clause 33, a Receiving Party may disclose Confidential Information to any employee, agent, contractor, officer, professional adviser, banker, auditor or other consultant of the Receiving Party (each a **Recipient**) only if the disclosure is made to the Recipient strictly on a "need to know basis" and, prior to the disclosure:

a. the Receiving Party notifies the Recipient of the confidential nature of the Confidential Information to be disclosed; and

b. either:

A. the Recipient is subject to a professional duty to maintain the Confidential Information; or

B. the Recipient undertakes to the Receiving Party (for the benefit of the Disclosing Party) to be bound by the obligations in this clause 33 as if the Recipient were the Receiving Party in relation to the Confidential Information to be disclosed to the Recipient.

34. Land Council Role

34.1. The Land Trust agrees that any act, matter or thing required or permitted to be done by the Land Trust under or otherwise in relation to this Lease may be done by the Land Council on behalf of and in the name of the Land Trust and all rights and entitlements of the Land Trust under or concerning this Lease shall be exercisable by the Land Council on behalf of and in the name of the Land Trust, including the service of notices and the commencement and defence of legal proceedings in relation to or concerning this Lease and appoints the Land Council as its agent.

35. General

- 35.1. This Lease will be governed by the law of the Northern Territory of Australia.
- 35.2. This Lease may be executed in a number of counterparts. All counterparts taken together constitute this Lease.
- 35.3. This Lease may be varied only by a further written document signed by all parties.
- 35.4. A breach or any right arising from a breach of this Lease is not waived by any failure to or delay in the exercise, or partial exercise, of that right of election or any other right.
- 35.5. Waiver of a breach or of any right of election arising from a breach of this Lease must be in writing and signed by the party granting the waiver.
- 35.6. Any provision of this Lease which is prohibited or unenforceable in any jurisdiction will be ineffective in that jurisdiction to the extent of the prohibition or unenforceability. This will not invalidate the remaining provisions of this Lease nor affect the validity or enforceability of the provision in any other jurisdiction.
- 35.7. The rights, powers and remedies provided to a party under this Lease are in addition to and do not exclude or limit any right, power or remedy provided by the law or equity or any agreement.
- 35.8. In addition to this clause 35, the following clauses survive the expiration or earlier determination of this Lease: clauses 6, 8, 12, 16, 19, 20.1, 22, 23, 25.2, 27, 28, 33 and 34.

SCHEDULE 1. - PARTICULARS

| | |
|------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>1. Land</p> | <p>The land identified in the plan attached at Schedule 5.</p> |
| <p>2. Rights granted to Lessee</p> | <p>The right to use any other land vested in the Land Trust for access to the Land and normal use and enjoyment of the Land and any building upon it (including provision of any services).</p> |
| <p>3. Rights reserved to Land Trust</p> | <p>The right to pass or run water, air, electricity, sewerage, drainage, gas and other substances through pipes, wires, tubes, conduits, ducts and cables running through the Land.</p> <p>All right, title and interest in any extractive minerals (including without limitation any earth, stone, clay, sand or gravel) found in or on the Land.</p> |
| <p>4. Commencement Date</p> | <p>1 July 2014</p> |
| <p>5. Term of Lease</p> | <p>12 years subject to clause 32</p> |
| <p>6. Purpose</p> | <p>The purposes specified in the table at Schedule 4 of this Lease and other uses reasonably incidental to those purposes.</p> |
| <p>7. Permitted Use</p> | <p>a. The use and occupation of the Land for the Purpose;</p> <p>b. The use and occupation of buildings or infrastructure on the Land for the Purpose;</p> <p>c. The construction of buildings and infrastructure on the Land for the Purpose as approved in accordance with clause 7.2;</p> <p>d. Alteration, extension, restoration, refurbishment or fitting out of buildings or infrastructure on the land for the Purpose; as approved in accordance with clause 7.2;</p> <p>e. The maintenance, repair, modification, improvement, replacement and removal of</p> |

| | |
|-------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | <p>buildings and infrastructure on the Land for the Purpose as approved in accordance with clause 7.2;</p> <p>f. Landscaping and clearing of the Land for the Purpose as approved in accordance with clause 7.2; and</p> <p>g. The right to provide services to the Land for the Purpose in accordance with clause 7.2.</p> |
| 8. Manner of payment of Rent | Annually, in advance |
| 9. Rent Increase | <p>An increase in an amount calculated as follows:</p> $X = \frac{(A \times B)}{C}$ <p>Where:</p> <p>X - is the increased amount;</p> <p>A – is the current amount;</p> <p>B – is the Consumer Price Index – All Groups Darwin published for the quarter immediately prior to the latest anniversary of the Commencement Date; and</p> <p>C – is the Consumer Price Index – All Groups Darwin published for the quarter immediately prior to the preceding anniversary of the Commencement Date,</p> <p>Provided that if X is calculated to be less than A, then there will be no change to the current amount.</p> |

| | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>10. Other costs payable by the Lessee pursuant to clause 5.</p> | <p>Not Applicable</p> |
| <p>11. Land Trust's Representative and address for service of notices.</p> <p>Land Council's Representative and address for service of notices</p> | <p>c/- Chief Executive Officer Northern Land Council 45 Mitchell Street Darwin NT 0800 or to such other address as advised in writing from time to time Fax (08) 8920 5251</p> |
| <p>12. Lessee's Representative and address for service of notices</p> | <p>Chief Executive Officer West Daly Regional Council PO Box 2047 PARAP NT 0804</p> |
| <p>13. Public liability insurance amount</p> | <p>\$20,000,000</p> |
| <p>14. Further Term</p> | <p>Nil</p> |
| <p>15. Third Party Service Provider Infrastructure</p> | <p>None identified</p> |
| <p>16. Revaluation Date</p> | <p>Means each fifth anniversary of the Commencement Date during the Term.</p> |

SCHEDULE 2. - LAND COUNCIL'S DIRECTION

The Northern Land Council directs the Port Keats/Daly River Aboriginal Land Trust to execute this Lease.

The common seal of the Northern Land Council was hereunto affixed by authority of resolution of the said Land Council in the presence of:



B Motlop
Witness

[Signature]
Signature of Chairman

Bronwyn Motlop
Print name

Samuel Bush-Banas
Print full name of Chairman

LEGAL SECRETARY
Qualification

[Signature]
Signature of Executive Member

45 MITCHELL ST, DARWIN
Address/phone NT 0800
08 89205126

WAYNE WAUCHOPE
Print full name of Executive Member

[Signature]
Signature of Executive Member

RAYMOND AECOR
Print full name of Executive Member

SCHEDULE 3. - MINISTER'S CONSENT



MINISTER FOR INDIGENOUS AFFAIRS

Reference: MS16-001564

Mr Joe Morrison
Chief Executive Officer
Northern Land Council
GPO Box 1222
DARWIN NT 0801

Dear Mr Morrison *Joe*

Thank you for your letter of 1 September 2015 seeking consent and approval under the *Aboriginal Land Rights (Northern Territory) Act* (Land Rights Act) for the grant of a lease described under Schedules 4 and 5 of the draft lease, to the West Daly Regional Council in respect of land and infrastructure assets in the community of Wadeye. I apologise for the delay I responding.

I am satisfied the Northern Land Council has complied with the provisions of sections 19(5) and 23(3) of the Land Rights Act.

I have given my consent, under subsection 19(8) of the Land Rights Act, to the West Daly Regional Council transferring its interest in the lease, or granting to another person an interest dependent upon its interest, in a manner consistent with the relevant provisions of the lease.

I have also given my approval under subsection 27(3) of the Land Rights Act for the Daly River/Port Keats Aboriginal Land Trust and the Northern Land Council to enter into a contract (lease) with the West Daly Regional Council which may involve the receipt of an amount exceeding \$1 million over the term of the lease.

I previously wrote to you requesting your assistance to ensure that the distribution of income derived from land use agreements does not adversely impact on school attendance and that future requests for Ministerial consent take these matters into consideration. I remain strongly of the view there are distribution practices within the scope of Northern Land Council influence that can be altered to better support improvements in school attendance in your region.

Your letter acknowledged the concerns I have about the timing of income distributions. You advised the Northern Land Council does not currently hold any instructions concerning the distribution of rent received under this lease and that you will be addressing this matter in separate correspondence to me.

I ask that you ensure issues about the timing of income distributions are brought to the attention of traditional Aboriginal owners when they are consulted about distribution instructions and the Northern Land Council provides me with advice on the outcomes.

Thank you again for writing.

Yours sincerely

A handwritten signature in black ink, appearing to read 'Nigel Scullion', with a long horizontal flourish extending to the right.

NIGEL SCULLION

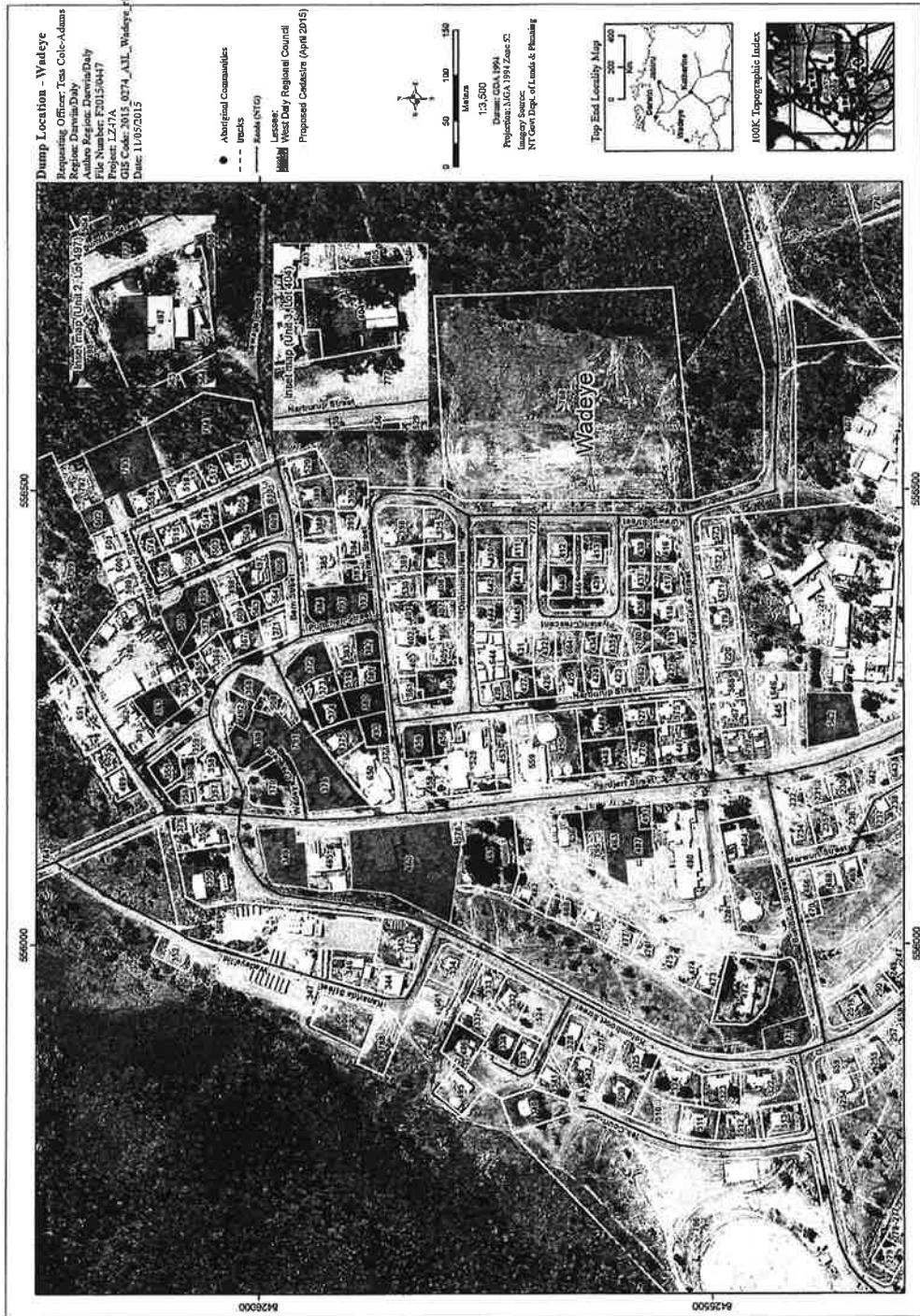
6/5/2016

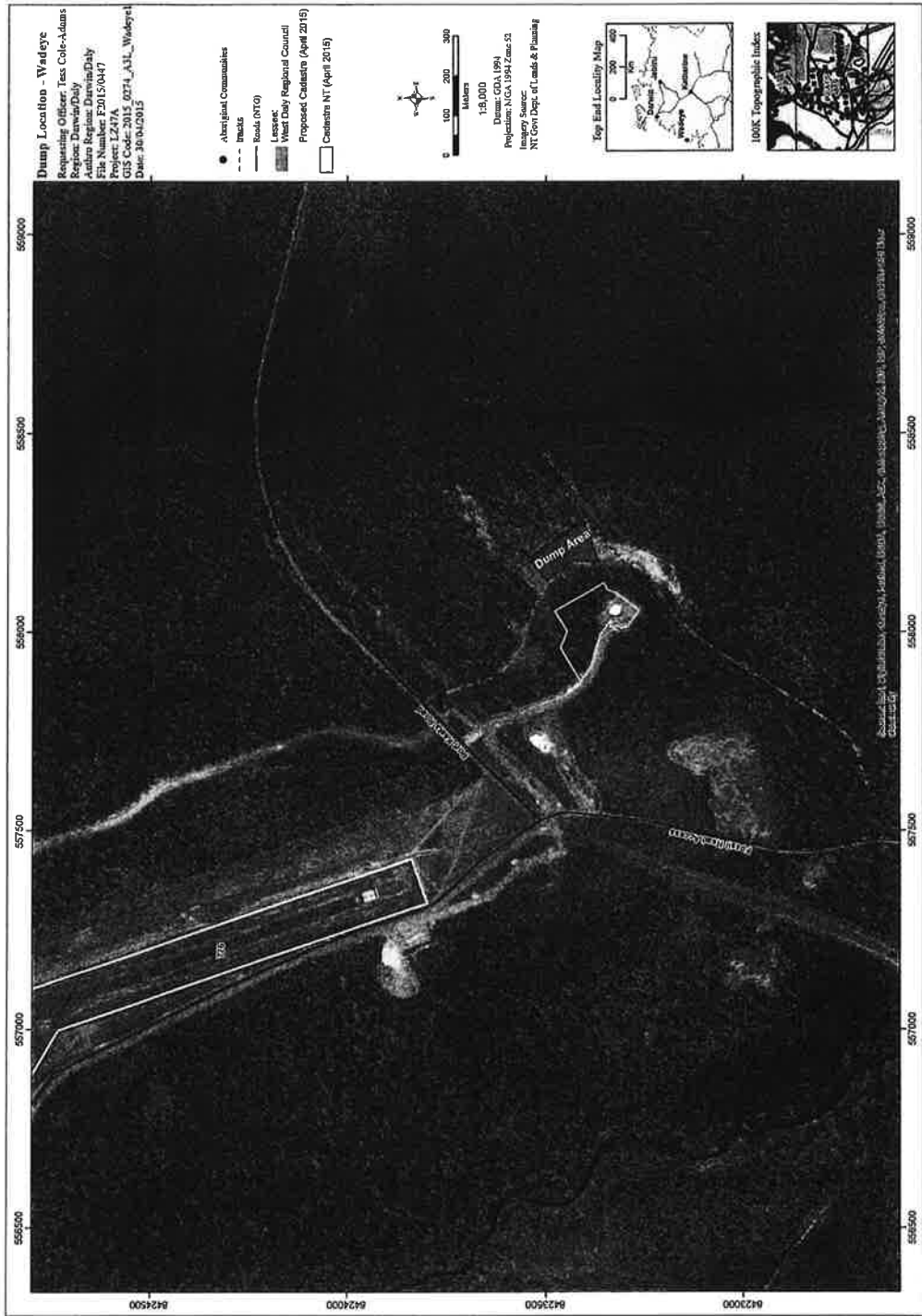
SCHEDULE 4. – PURPOSE, UCV AND RENT

| Lot | Purpose | UCV at 1 July 2012 | %of UCV | Rent at Commencement Date (adjusted for CPI) |
|-----------------|--------------------------------------------|---------------------------|----------------|-----------------------------------------------------|
| 349 | Mechanical Workshop and Office Space | \$67,000 | 10% | \$7,500 |
| 363 | Housing | \$70,000 | 7% | \$5,260 |
| 368 | Visiting Officers Quarters | \$48,000 | 7% | \$3,606 |
| 369 | Museum and Office Space | \$67,500 | 10% | \$7,246 |
| 372 | Housing | \$70,000 | 7% | \$5,260 |
| 376 | Civil works shed | \$90,000 | 10% | \$9,661 |
| 380 | Housing | \$70,000 | 7% | \$5,260 |
| 382 | Housing | \$48,000 | 7% | \$3,606 |
| 384 | Housing | \$56,000 | 7% | \$4,208 |
| 391 | Housing | \$56,000 | 7% | \$4,208 |
| 392 | Housing | \$48,000 | 7% | \$3,606 |
| 404 (Unit 3) | Housing | \$70,000 | 7% | \$1,315 |
| 459 | Housing | \$56,000 | 7% | \$4,208 |
| 460 | Sports, Recreation and Night Patrol Centre | \$161,000 | 10% | \$17,283 |
| 463 | Council Office | \$77,000 | 10% | \$8,265 |
| 471 | Storage Shed and | \$70,000 | 10% | \$5,260 |

| | | | | |
|-----------------|------------------------------------------------|-----------|-----|------------------|
| | Housing | | | |
| 487 | Aged Care – Housing | \$51,000 | 7% | \$3,832 |
| 497 (Unit 2) | Housing | \$70,000 | 7% | \$2,630 |
| 499 | Housing | \$48,000 | 7% | \$3,606 |
| 500 | Housing | \$70,000 | 7% | \$5,260 |
| 562 | Pool | \$67,000 | 10% | \$7,192 |
| 602 | Housing | \$48,000 | 7% | \$3,606 |
| 606 | Housing | \$48,000 | 7% | \$3,606 |
| 609 | Housing | \$48,000 | 7% | \$3,606 |
| 791 | Housing | \$48,000 | 7% | \$3,606 |
| 793 | Storage Yard | \$103,000 | 10% | \$11,056 |
| N/A | Dump | \$200,000 | 10% | \$20,000 |
| | Total Rent payable under this Lease | | | \$163,752 |

SCHEDULE 5. – PLAN





Executed by the parties as an Agreement:

The common seal of the Port Keats/Daly River Aboriginal Land Trust was hereto affixed by a member of staff of the Northern Land Council with the written authority of the Chair and two members of that Land Trust in the presence of :



B Motlop
Witness

Signature of Chair

Bronwyn Motlop
Print name

Print full name of Chair

LEGAL SECRETARY
Qualification

Signature of Member

45 MITCHELL ST, DARWIN
Address/phone NT 0800
08 89205726

Print full name of Member

Signature of Member

Print full name of Member

Authority of Daly River/Port Keats Aboriginal Land Trust to apply the Common Seal of the Land Trust to various Land Use Agreements

Pursuant to the directions of the Northern Land Council made under resolutions of the Council dated 16 June 2015 the Daly River/Port Keats Aboriginal Land Trust authorizes the Chairman or staff member of the Northern Land Council to apply the common seal of the Land Trust to the following instruments:

- 1 Land Use Agreement – West Daly Regional Council – Daly River/Port Keats Aboriginal Land Trust – Palumpa/ Nganmariyanga – to surrender a lease to Palumpa Station Pty Ltd over Lot 30 and to grant a lease to West Daly Regional Council over Lot 30 for a Community Meeting Centre, Lot 34 for a Multi-Purpose Centre, Lots 35, 43 and 58 for Housing, Lot 108 for a Council Office, Lot 109 for Depot Yard and visiting Officers Quarters and Lot 119 for a Dump;
- 2 Land Use Agreement – West Daly Regional Council – Daly River/Port Keats Aboriginal Land Trust – Palumpa – a licence to maintain over the oval at Lot 99 and the cemetery at Lot 117;
- 3 Land Use Agreement – West Daly Regional Council – Daly River/Port Keats Aboriginal Land Trust – Peppimenarti – a lease over Lot 13 for Office Space, Lots 14 and 76 for Housing, Lot 16 for a Council Office, Lot 21 for a Civil Workshop, Lot 29 for Broadcasting and Radio Communications, Lot 75 for Aged Care, Lot 81 for Visiting Officers Quarters and Lot 90 for a Swimming Pool;
- 4 Land Use Agreement – West Daly Regional Council – Daly River/Port Keats Aboriginal Land Trust – Peppimenarti – a licence to maintain over the oval at Lot 87 and the cemetery on an unmarked Lot;
- 5 Land Use Agreement – West Daly Regional Council - Daly River/Port Keats Aboriginal Land Trust – Wadeye – a lease over Lot 349 for a Mechanical Workshop and Office Space, Lots 363, 372, 380, 382, 384, 391, 392, Unit 3/404, 459, Unit 2/497, 499, 500, 602, 606, 609, 791 for Housing, Lot 368 for Visiting Officer's Quarters, Lot 369 for a Museum and Office Space, Lot 376 for a Civil Works Shed, Lot 460 for a Sports and Recreation Centre, Lot 463 for a Council Office, Lot 471 for a Storage Shed and Housing, Lot 487 for Aged Care – Housing, Lot 562 for a Pool, Lot 793 for a Storage Yard and an unmarked area for a Dump; and
- 6 Land Use Agreement – West Daly Regional – Council Daly River/Port Keats Aboriginal Land Trust – Wadeye – a licence to maintain over the ovals at Lots 768 and 796.

Signed by trustees of the Daly River/Port Keats Aboriginal Land Trust.



J. Dartinga
(sign above)

MARTIN McNamee
(sign above)

Darren Tomack
(sign above)

Therese Darting Martin McNamee

Darren Tomack

(Print full name and date)

(Print full name and date)

(Print full name and date)

28 Oct 2015

8 OCT 2015

8 OCT 2015

Executed for and on behalf of the
West Daly Regional Council by:



Signature

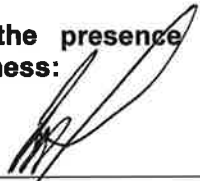
Glenda Teede

Print full name

Chief Executive Officer

Position

In the presence of a qualified
witness:



Signature

Print full name

Rose Lara Watts
Legal Practitioner

HWL Ebsworth Lawyers

Qualification Level 9, Mitchell Centre

59 Mitchell Street, Darwin NT 0800
08 8943 0400

Address/phone

The common seal of the Northern Land Council was hereunto affixed by authority of resolution of the said Land Council in the presence of:



B Motrop
Witness signature

S. J. J.
Signature of Chairman

Bronwyn Motrop
Witness print name

SAMUEL BUSH-BLANAIS
Name of Chairman (print)

LEGAL SECRETARY
Position

[Signature]
Executive Member

WAYNE WAUCHOPE
Name of Executive Member (print)

[Signature]
Executive Member

RAYMOND HECTOR
Name of Executive Member (print)

ATTACHMENT

4



Northern Land Council

ABN 56 327 515 336

Address all correspondence to:
CHAIRMAN
GPO Box 1222
DARWIN NT 0801

45 Mitchell Street, Darwin NT 0800
Phone: (08) 8920 5100
Fax: (08) 8945 2633
Free Call: 1800 645 299

4

25 November 2016

Ref: F2016/0207-02

Ramesh Pudasaini
Acting Chief Executive Officer
West Daly Regional Council
PO Box 2047
PARAP NT 0804

By email: Ramesh.Pudasaini@councilbiz.com.au

Dear Ramesh

WEST DALY REGIONAL COUNCIL - OUTSTANDING RENT - LEASES OF VARIOUS LOTS AT PALUMPA, PEPPIMENARTI AND WADEYE

I refer to your letter of 24 October 2016 requesting a payment plan for outstanding monies owed to the Daly River/Port Keats Aboriginal Land Trust for leases in favour of West Daly Regional Council (WDRC) over various lots in Palumpa, Peppimenarti and Wadeye.

I understand that WDRC propose to pay backdated rent for the 2014/2015 and 2015/2016 periods (being rent that accumulated prior to the execution of the leases) over a period of five years and to pay rent for the 2016/2017 period in quarterly instalments.

With respect to backdated rent, I advise that the Northern Land Council (NLC) will consult with traditional owners regarding your proposed payment plan at consultations in 2017.

With respect to rent for the 2016/2017 period, I advise that this rent must be paid pursuant to clause 3.1 of each lease and, accordingly, failure to pay the full annual rental in advance may constitute a breach of your agreement.

I note that I have been corresponding with WDRC's legal representative Rose Watts on these leases and you may wish to forward this correspondence to her.

Please contact me on (08) 8920 5201 if you have any questions.

Yours faithfully

Tess Cole-Adams
Solicitor

| Katherine | Jabiru | Nhulunbuy | Borroloola | Ngukurr | Tennant Creek | Timber Creek |
|---------------------------------------------------------------------------|-----------------------------------------------------------------------|---------------------------------------------------------------------------|----------------------------------------------------------------------------|----------------------------------------------------------------------------|------------------------------------------------------------------------------|------------------------------------------------------------------------------|
| P.O. Box 396 Katherine NT 0851 Ph(08) 8972 2894 Fx(08) 8972 2190 | P.O. Box 18 JABIRU NT 0886 Ph(08) 8979 2410 Fx(08) 8979 2650 | P.O. Box 820 Nhulunbuy NT 0881 Ph(08) 8987 2602 Fx(08) 8987 1334 | P.O. Box 453 Borroloola NT 0854 Ph(08) 8975 8848 Fx(08) 8975 8745 | P.M.B. 85 via Katherine NT 0851 Ph(08) 8975 4755 Fx(08) 8975 4601 | P.O. Box 55 Tennant Creek NT 0861 Ph(08) 8962 3729 Fx(08) 8962 1636 | 43 WILSON ST Timber Creek NT 0852 Ph(08) 8975 0789 Fx(08) 8975 0664 |



Tax Invoice

DALY RIVER/PORT KEATS ABORIGINAL LAND TRUST

ABN

75 482 485 318

Attn: Chief Executive Officer
West Daly Regional Council
P O Box 2047
PARAP, NT 0804

RECEIVED
19 SEP 2016
BY:

Number: ROY7199
Date: 13/09/2016
Page: 1

ABN : 25 966 579 574

NORTHERN LAND COUNCIL
PO Box 1222
DARWIN NT 0801
Ph: 08 89205 100
Fax: 08 89457 946

| | | |
|----------------------------|----------------------|----------------------------|
| Customer No. WEST03 | Terms Code 30 | Due Date 13/10/2016 |
|----------------------------|----------------------|----------------------------|

| Description/Comments | Amount |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| Lot 30 Palumpa - Community Meeting Centre: Annual Rent for the period 1 July 2016 to 30 June 2017 = \$1,935.57 + CPI = \$1,935.57 x 108.3 (Jun16) \ 108.3 (Jun15) = \$1,935.57 | 1,935.57 |
| Lot 34 Palumpa - Multi-Purpose Centre: Annual Rent for the period 1 July 2016 to 30 June 2017 = \$2,822.21 + CPI = \$2,822.21 x 108.3 (Jun16) \ 108.3 (Jun15) = \$2,822.21 | 2,822.21 |
| Lot 35 Palumpa - Housing: Annual Rent for the period 1 July 2016 to 30 June 2017 = \$1,354.50 + CPI = \$1,354.50 x 108.3 (Jun16) \ 108.3 (Jun15) = \$1,354.50 | 1,354.50 |
| Lot 43 Palumpa - Housing: Annual Rent for the period 1 July 2016 to 30 June 2017 = \$1,580.92 + CPI = \$1,580.92 x 108.3 (Jun16) \ 108.3 (Jun15) = \$1,580.92 | 1,580.92 |
| Lot 58 Palumpa - Housing: Annual Rent for the period 1 July 2016 to 30 June 2017 = \$1,975.65 + CPI = \$1,975.65 x 108.3 (Jun16) \ 108.3 (Jun15) = \$1,975.65 | 1,975.65 |
| Lot 108 Palumpa - Council Office: Annual Rent for the period 1 July 2016 to 30 June 2017 = \$2,822.21 + CPI = \$2,822.21 x 108.3 (Jun16) \ 108.3 (Jun15) = \$2,822.21 | 2,822.21 |
| Lot 109 Palumpa - Depot Yard & VOQ: Annual Rent for the period 1 July 2016 to 30 June 2017 = \$3,225.96 + CPI = \$3,225.96 x 108.3 (Jun16) \ 108.3 (Jun15) = \$3,225.96 | 3,225.96 |
| Lot 119 Palumpa - Dump: Annual Rent for the period 1 July 2016 to 30 June 2017 = \$15,027.75 + CPI = \$15,027.75 x 108.3 (Jun16) \ 108.3 (Jun15) = \$15,027.75 | 15,027.75 |

700 AD 101 73344

| |
|------------------------|
| AUTHORISED FOR PAYMENT |
| NAME: |
| DATE: |
| SIGNATURE: |

Please deposit payment to:
NLC Royalites Trust Account
NAB: BSB 085 933 ACC: 169 709 437

| | |
|------------------------------|-----------|
| Subtotal before taxes | 30,744.77 |
| Total taxes | 3,074.49 |
| Total amount | 33,819.26 |
| Payment received | 0.00 |
| Amount due | 33,819.26 |



Tax Invoice

DALY RIVER/PORT KEATS ABORIGINAL LAND TRUST

75 482 485 318

ABN

Attn: Chief Executive Officer
 West Daly Regional Council
 P O Box 2047
 PARAP, NT 0804

ABN: 25 966 579 574

RECEIVED
 19 SEP 2016
 BY:

Number: ROY7202
 Date: 13/09/2016
 Page: 1

NORTHERN LAND COUNCIL
 PO Box 1222
 DARWIN NT 0801
 Ph: 08 89205 100
 Fax: 08 89457 946

| | | | | | |
|--------------|--------|------------|----|----------|------------|
| Customer No. | WEST03 | Terms Code | 30 | Due Date | 13/10/2016 |
|--------------|--------|------------|----|----------|------------|

| Description/Comments | Amount |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| Lot 13 Peppimenarti - Office Space: Annual Rent for the period 1 July 2016 to 30 June 2017 = \$2,822.21 + CPI = \$2,822.21 x 108.3 (Jun16) \ 108.3 (Jun15) = \$2,822.21 | 2,822.21 |
| Lot 14 Peppimenarti - Housing: Annual Rent for the period 1 July 2016 to 30 June 2017 = \$1,580.92 + CPI = \$1,580.92 x 108.3 (Jun16) \ 108.3 (Jun15) = \$1,580.92 | 1,580.92 |
| Lot 16 Peppimenarti - Council Office: Annual Rent for the period 1 July 2016 to 30 June 2017 = \$2,258.17 + CPI = \$2,258.17 x 108.3 (Jun16) \ 108.3 (Jun15) = \$2,258.17 | 2,258.17 |
| Lot 21 Peppimenarti - Civil Workshop: Annual Rent for the period 1 July 2016 to 30 June 2017 = \$5,592.33 + CPI = \$5,592.33 x 108.3 (Jun16) \ 108.3 (Jun15) = \$5,592.33 | 5,592.33 |
| Lot 29 Peppimenarti - Broadcasting & Radio Communications: Annual Rent for the period 1 July 2016 to 30 June 2017 = \$2,258.17 + CPI = \$2,258.17 x 108.3 (Jun16) \ 108.3 (Jun15) = \$2,258.17 | 2,258.17 |
| Lot 75 Peppimenarti - Aged Care: Annual Rent for the period 1 July 2016 to 30 June 2017 = \$5,592.33 + CPI = \$5,592.33 x 108.3 (Jun16) \ 108.3 (Jun15) = \$5,592.33 | 5,592.33 |
| Lot 76 Peppimenarti - Housing: Annual Rent for the period 1 July 2016 to 30 June 2017 = \$1,580.92 + CPI = \$1,580.92 x 108.3 (Jun16) \ 108.3 (Jun15) = \$1,580.92 | 1,580.92 |
| Lot 81 Peppimenarti - Visiting Officers' Quarters: Annual Rent for the period 1 July 2016 to 30 June 2017 = \$3,914.23 + CPI = \$3,914.23 x 108.3 (Jun16) \ 108.3 (Jun15) = \$3,914.23 | 3,914.23 |
| Lot 90 Peppimenarti - Swimming Pool: Annual Rent for the period 1 July 2016 to 30 June 2017 = \$2,258.17 + CPI = \$2,258.17 x 108.3 (Jun16) \ 108.3 (Jun15) = \$2,258.17 | 2,258.17 |

700 AD 101 78944

| | |
|------------------------|--|
| AUTHORISED FOR PAYMENT | |
| NAME: | |
| DATE: | |
| SIGNATURE: | |

Please deposit payment to:
 NLC Royalites Trust Account
 NAB: BSB 085 933 ACC: 169 709 437

| | |
|-----------------------|------------------|
| Subtotal before taxes | 27,857.45 |
| Total taxes | 2,785.74 |
| Total amount | 30,643.19 |
| Payment received | 0.00 |
| Amount due | 30,643.19 |

**Tax Invoice****DALY RIVER/PORT KEATS ABORIGINAL LAND TRUST**

ABN

75 482 485 318

Attn: Chief Executive Officer
West Daly Regional Council
P O Box 2047
PARAP, NT 0804 .

ABN : 25 966 579 574

Number: ROY7208
Date: 15/09/2016
Page: 2

NORTHERN LAND COUNCIL
PO Box 1222
DARWIN NT 0801
Ph: 08 89205 100
Fax: 08 89457 946

| | | | | | |
|--------------|--------|------------|----|----------|------------|
| Customer No. | WEST03 | Terms Code | 30 | Due Date | 15/10/2016 |
|--------------|--------|------------|----|----------|------------|

| Description/Comments | Amount |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| Lot 459 Wadeye - Housing: Annual Rent for the period 1 July 2016 to 30 June 2017 = \$4,215.79 + CPI = \$4,215.79 x 108.3 (Jun16) \ 108.3 (Jun15) = \$4,215.79 | 4,215.79 |
| Lot 460 Wadeye - Sports, Recreation & Night Patrol Centre: Annual Rent for the period 1 July 2016 to 30 June 2017 = \$17,314.98 + CPI = \$17,314.98 x 108.3 (Jun16) \ 108.3 (Jun15) = \$17,314.98 | 17,314.98 |
| Lot 463 Wadeye - Council Office: Annual Rent for the period 1 July 2016 to 30 June 2017 = \$8,280.29 + CPI = \$8,280.29 x 108.3 (Jun16) \ 108.3 (Jun15) = \$8,280.29 | 8,280.29 |
| Lot 471 Wadeye - Storage Shed & Housing: Annual Rent for the period 1 July 2016 to 30 June 2017 = \$5,269.73 + CPI = \$5,269.73 x 108.3 (Jun16) \ 108.3 (Jun15) = \$5,269.73 | 5,269.73 |
| Lot 487 Wadeye - Aged Care Housing: Annual Rent for the period 1 July 2016 to 30 June 2017 = \$3,839.09 + CPI = \$3,839.09 x 108.3 (Jun16) \ 108.3 (Jun15) = \$3,839.09 | 3,839.09 |
| Unit 2, Lot 497 Wadeye - Housing: Annual Rent for the period 1 July 2016 to 30 June 2017 = \$2,634.87 + CPI = \$2,634.87 x 108.3 (Jun16) \ 108.3 (Jun15) = \$2,634.87 | 2,634.87 |
| Lot 499 Wadeye - Housing: Annual Rent for the period 1 July 2016 to 30 June 2017 = \$3,612.67 + CPI = \$3,612.67 x 108.3 (Jun16) \ 108.3 (Jun15) = \$3,612.67 | 3,612.67 |
| Lot 500 Wadeye - Housing: Annual Rent for the period 1 July 2016 to 30 June 2017 = \$5,269.73 + CPI = \$5,269.73 x 108.3 (Jun16) \ 108.3 (Jun15) = \$5,269.73 | 5,269.73 |
| Lot 562 Wadeye - Pool: Annual Rent for the period 1 July 2016 to 30 June 2017 = \$7,205.31 + CPI = \$7,205.31 x 108.3 (Jun16) \ 108.3 (Jun15) = \$7,205.31 | 7,205.31 |
| Lot 602 Wadeye - Housing: Annual Rent for the period 1 July 2016 to 30 June 2017 = \$3,612.67 + CPI = \$3,612.67 x 108.3 (Jun16) \ 108.3 (Jun15) = \$3,612.67 | 3,612.67 |
| Lot 606 Wadeye - Housing: Annual Rent for the period 1 July 2016 to 30 June 2017 = \$3,612.67 + CPI = \$3,612.67 x 108.3 (Jun16) \ 108.3 (Jun15) = \$3,612.67 | 3,612.67 |
| Lot 609 Wadeye - Housing: Annual Rent for the period 1 July 2016 to 30 June 2017 = \$3,612.67 + CPI = \$3,612.67 x 108.3 (Jun16) \ 108.3 (Jun15) = \$3,612.67 | 3,612.67 |

Continued on next page..



Tax Invoice

DALY RIVER/PORT KEATS ABORIGINAL LAND TRUST

75 482 485 318

ABN

Attn: Chief Executive Officer
West Daly Regional Council
P O Box 2047
PARAP, NT 0804

RECEIVED
21 SEP 2016
BY: _____

Number: ROY7206
Date: 15/09/2016
Page: 1

NORTHERN LAND COUNCIL
PO Box 1222
DARWIN NT 0801
Ph: 08 89205 100
Fax: 08 89457 946

ABN: 25 966 579 574

| | | |
|----------------------------|----------------------|----------------------------|
| Customer No. WEST03 | Terms Code 30 | Due Date 15/10/2016 |
|----------------------------|----------------------|----------------------------|

| Description/Comments | Amount |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| Lot 349 Wadeye - Mechanical Workshop & Office Space: Annual Rent for the period 1 July 2016 to 30 June 2017 = \$7,513.88 + CPI = \$7,513.88 x 108.3 (Jun16) \ 108.3 (Jun15) = \$7,513.88 | 7,513.88 |
| Lot 363 Wadeye - Housing: Annual Rent for the period 1 July 2016 to 30 June 2017 = \$5,269.73 + CPI = \$5,269.73 x 108.3 (Jun16) \ 108.3 (Jun15) = \$5,269.73 | 5,269.73 |
| Lot 368 Wadeye - Visiting Officers' Quarters: Annual Rent for the period 1 July 2016 to 30 June 2017 = \$3,612.67 + CPI = \$3,612.67 x 108.3 (Jun16) \ 108.3 (Jun15) = \$3,612.67 | 3,612.67 |
| Lot 369 Wadeye - Museum & Office Space: Annual Rent for the period 1 July 2016 to 30 June 2017 = \$7,259.41 + CPI = \$7,259.41 x 108.3 (Jun16) \ 108.3 (Jun15) = \$7,259.41 | 7,259.41 |
| Lot 372 Wadeye - Housing: Annual Rent for the period 1 July 2016 to 30 June 2017 = \$5,269.73 + CPI = \$5,269.73 x 108.3 (Jun16) \ 108.3 (Jun15) = \$5,269.73 | 5,269.73 |
| Lot 376 Wadeye - Civil Works Shed: Annual Rent for the period 1 July 2016 to 30 June 2017 = \$9,678.87 + CPI = \$9,678.87 x 108.3 (Jun16) \ 108.3 (Jun15) = \$9,678.87 | 9,678.87 |
| Lot 380 Wadeye - Housing: Annual Rent for the period 1 July 2016 to 30 June 2017 = \$5,269.73 + CPI = \$5,269.73 x 108.3 (Jun16) \ 108.3 (Jun15) = \$5,269.73 | 5,269.73 |
| Lot 382 Wadeye - Housing: Annual Rent for the period 1 July 2016 to 30 June 2017 = \$3,612.67 + CPI = \$3,612.67 x 108.3 (Jun16) \ 108.3 (Jun15) = \$3,612.67 | 3,612.67 |
| Lot 384 Wadeye - Housing: Annual Rent for the period 1 July 2016 to 30 June 2017 = \$4,215.79 + CPI = \$4,215.79 x 108.3 (Jun16) \ 108.3 (Jun15) = \$4,215.79 | 4,215.79 |
| Lot 391 Wadeye - Housing: Annual Rent for the period 1 July 2016 to 30 June 2017 = \$4,215.79 + CPI = \$4,215.79 x 108.3 (Jun16) \ 108.3 (Jun15) = \$4,215.79 | 4,215.79 |
| Lot 392 Wadeye - Housing: Annual Rent for the period 1 July 2016 to 30 June 2017 = \$3,612.67 + CPI = \$3,612.67 x 108.3 (Jun16) \ 108.3 (Jun15) = \$3,612.67 | 3,612.67 |
| Unit 3, Lot 404 Wadeye - Housing: Annual Rent for the period 1 July 2016 to 30 June 2017 = \$1,317.43 + CPI = \$1,317.43 x 108.3 (Jun16) \ 108.3 (Jun15) = \$1,317.43 | 1,317.43 |

Continued on next page..



Tax Invoice

DALY RIVER/PORT KEATS ABORIGINAL LAND TRUST

ABN

75 482 485 318

Attn: Chief Executive Officer
 West Daly Regional Council
 P O Box 2047
 PARAP, NT 0804
 ABN : 25 966 579 574

Number: ROY7206
 Date: 15/09/2016
 Page: 3

NORTHERN LAND COUNCIL
 PO Box 1222
 DARWIN NT 0801
 Ph: 08 89205 100
 Fax: 08 89457 946

| | | | | | |
|--------------|--------|------------|----|----------|------------|
| Customer No. | WEST03 | Terms Code | 30 | Due Date | 15/10/2016 |
|--------------|--------|------------|----|----------|------------|

| Description/Comments | Amount |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| Lot 791 Wadeye - Housing: Annual Rent for the period 1 July 2016 to 30 June 2017 = \$3,612.67 + CPI = \$3,612.67 x 108.3 (Jun16) \ 108.3 (Jun15) = \$3,612.67 | 3,612.67 |
| Lot 793 Wadeye - Storage Yard: Annual Rent for the period 1 July 2016 to 30 June 2017 = \$11,076.46 + CPI = \$11,076.46 x 108.3 (Jun16) \ 108.3 (Jun15) = \$11,076.46 | 11,076.46 |
| Wadeye Dump: Annual Rent for the period 1 July 2016 to 30 June 2017 = \$20,037.00 + CPI = \$20,037.00 x 108.3 (Jun16) \ 108.3 (Jun15) = \$20,037.00 | 20,037.00 |

700 AD 101 73344
 AUTHORIZED FOR PAYMENT
 NAME:
 DATE:
 SIGNATURE:

Please deposit payment to:
 NLC Royalites Trust Account
 NAB: BSB 085 933 ACC: 169 709 437

| | |
|-----------------------|-------------------|
| Subtotal before taxes | 164,054.97 |
| Total taxes | 16,405.52 |
| Total amount | 180,460.49 |
| Payment received | 0.00 |
| Amount due | 180,460.49 |