



# **MEETING OF COUNCIL**

**WEDNESDAY, 24 MARCH 2021**

9:30am till 12:00noon

Held at 3, 4 Albatross Street, Winnellie

This meeting is open to the public excluding confidential Council business.

Agenda available by the 19<sup>th</sup> March 2021, please contact Manager Corporate on <mailto:info@westdaly.nt.gov.au> or phone: 08 8901 3920

## **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.

## AGENDA

### West Daly Regional Council Meeting

Wednesday 24 June 2021 at 9:30am

**WEST DALY REGIONAL COUNCIL REGIONAL OFFICE**  
**3, 4 Albatross Street, Winnellie**

Present

Apologies

Disclosure of interest – Councillors and Staff

Confirmation of Minutes

*Council Meeting - 24 February 2021 ..... 3*

Call for Items of General Business

Reports to Council

- 1 Lead in time about the Voice - short presentation.....9
- 2 Financial Report - February 2021.....10
- 3 Local Authority Minutes and Recommendations to Council.....41
- 4 Healthy Lifestyle Grant for Healthy Lifestyle Projects .....55
- 5 2021 Schedule of Meetings and Events.....69
- 6 Licence to Maintain - Lot 88 Peppimenarti (Sporting Hub) .....81
- 7 Licence to Maintain - Lot 97 Peppimenarti.....86

General Business

Confidential

- 8 Financial Risks to WDRC associated with VDRC resigning from CouncilBIZ  
*The report will be dealt with under Section 65(2) (ciii) of the Local Government Act 2008 and Regulation 8 of the Local Government (Administration) Regulations 2008. It contains information that would, if publicly disclosed, be likely to prejudice the interests of council or some other person.*
- 9 Audit Timeline & Audit Engagement letter - 2020/21  
*The report will be dealt with under Section 65(2) (f) of the Local Government Act 2008 and Regulation 8 of the Local Government (Administration) Regulations 2008. It contains Under Part 4 of the Local Government Regulations 8 (c) (i) "cause commercial prejudice to or confer an unfair commercial advantage on any person".*

MINUTES OF THE COUNCIL MEETING HELD AT 3, 4 ALBATROSS  
STREET, WINNELLIE ON WEDNESDAY, 24 FEBRUARY 2021 AT  
9:30AM

---

Mayor Wilson declared the meeting open at 9:52am and welcomed all in attendance.

**PRESENT**

John Wilson	Mayor
Wally Minjin	Councillor
Ralph Narburup	Councillor
Mark Martin	Councillor

Staff	
Matthew Eastham	Chief Executive Officer
Peter Holt	Deputy Chief Executive Officer
Rebecca Purser	Manager Corporate
Ramesh Pudasaini	Senior Financial Consultant
Kristine Matienzo	Manager Grants

**APOLOGIES AND LEAVE OF ABSENCE**

**Motion:**

**That the Council accepts the apology from Deputy Mayor Sams and notes that Councillor Mark Tunmuck-Smith is absent.**

Moved: Cr. Narburup  
Seconded: Cr. Minjin  
Resolution: Unanimously

**DISCLOSURES OF INTEREST – COUNCILLORS AND STAFF**

There were no declarations of interest at this Council Meeting.

**CONFIRMATION OF MINUTES**

**Minutes of the Council Meeting held on 28 January 2021**

**013/2021 Motion:**

**That the minutes be taken as read and be accepted as a true record of the Meeting.**

Moved: Cr. Narburup  
Seconded: Cr. Minjin  
Resolution: Unanimously

**Minutes of the Special Council Meeting held on 29 January 2021**

**014/2021 Motion:**

**That the minutes be taken as read and be accepted as a true record**

**of the Meeting.**

Moved: Mayor Wilson  
Seconded: Cr. Minjin  
Resolution: Unanimously

**CALL FOR ITEMS OF GENERAL BUSINESS**

Nil

**REPORTS**

**1) Chief Executive Officer's Report**

CEO and Deputy CEO spoke to the written report. Matters to note:

- 2021 Elections
  - LGANT to provide promotional material for nominations and elections.
- Swimming Pool Wadeye
  - BBRF application to upgrade Wadeye Swimming Pool. Exemption may be required for co-contribution through BBRF due to financial impact on WDRC.
  - Kardu Diminin have written to NLC requesting that they waive the s.19 Lease fee currently payable by WDRC.
- Roads
  - LGANT co-ordinating meeting with WDRC, DIPL, NTG re current status and shared information moving forward.
  - Future planning/engineering plans required for any future major road works required.
- Homelands
  - Nathan Evans from the Homelands Unit of Department of Chief Minister to be invited to attend the Ordinary Council Meeting in April in Wadeye.
- General Discussion:
  - Contractors on Homelands
    - Procurement Officer to attach Policy GOV16 – Community Permits (Contractors and Staff) when sending Purchase Orders.

015/2021 **Motion:**

**1. That Council receives and notes the Chief Executive Officer's report.**

Moved: Cr. Martin  
Seconded: Cr. Minjin  
Resolution: Unanimously

**2) Financial Report - January 2021**

Senior Financial Officer spoke to the written report.

016/2021 **Motion:**



**1. That Council receives and notes the Financial Report for January 2021.**

Moved: Cr. Narburup  
Seconded: Cr. Martin  
Resolution: Unanimously

**3) HR/WH&S Update**

Manager Corporate spoke to the written report.

**017/2021 Motion:**

**1. That Council receives and notes the HR/WH&S update.**

Moved: Cr. Narburup  
Seconded: Cr. Minjin  
Resolution: Unanimously

11:35am – Mayor Wilson closed the meeting for morning tea break  
12:00noon – Mayor Wilson reconvened the meeting

**4) Disaster Recovery Funding Arrangements (DRFA)**

**018/2021 Motion:**

**That Council accepts and approves the standardised approach for the provision of funding to local government Councils for eligible expenditure on disaster related events from Local Government and Community Development Division of the Department of The Chief Minister and Cabinet.**

Moved: Cr. Narburup  
Seconded: Cr. Minjin  
Resolution: Unanimously

**5) Variation to Community Sport Infrastructure Grant Agreement – Project CSI021522018 – Peppimenarti Football Oval Irrigation and Softball Oval Improvements**

**019/2021 Motion:**

**That Council accepts and approves the variation to Community Sport Infrastructure Grant Agreement between the Department of Infrastructure, Transport, Regional Development and Communications and West Daly Regional Council.**

Moved: Cr. Martin  
Seconded: Cr. Narburup  
Resolution: Unanimously

**6) Building Better Regions Fund (BBRF) - Round 5 - Infrastructure Projects Stream**

- Stakeholder meetings to be arranged to discuss the ongoing support for

the operational costs (including staff) for the swimming pool.

020/2021 **Motion:**

- 1. That Council supports the commitment to submit the application for the construction of a new swimming pool in Wadeye.**

Moved: Cr. Martin

Seconded: Cr. Narburup

Resolution: Unanimously

## **7) Wadeye Community Service Manager Report**

CSM Wadeye spoke to the written report.

Matters to note:

- CDP will assist with mowing residential lawns if a member of the household is registered with CDP.
- Heavy machinery should not be used during the wet season due to risk of machinery becoming bogged.
- CNP to communicate clearly with community members who require assistance from night patrol when requesting they sign COVID-19 document – i.e.: what they are signing and why.

021/2021 **Motion:**

- 1. That Council receives and notes the Community Services Manager's report for Wadeye**

Moved: Cr. Martin

Seconded: Cr. Minjin

Resolution: Unanimously

12:50pm – Mayor Wilson closed the meeting for lunch

1:20pm – Mayor Wilson resumed the meeting.

## **8) Community Services Manager Report For Nganmarriyanga & Peppimenarti**

CSM Nganmarriyanga spoke to the written report.

Matters to note:

- Ablution blocks for both communities are an operational matter and the management team is to determine the best course of action.

022/2021 **Motion:**

- 1. That Council receives and notes the Community Services Managers report from Nganmarriyanga.**

Moved: Cr. Minjin

Seconded: Cr. Martin

Resolution: Unanimously

**9) LGANT - Call for Nominations - Place Names Committee**

Deputy Sams be asked if he wishes to nominate.

**023/2021 Motion:**

- 1. That should Deputy Sams not wish to nominate as a representative for the Place Name Committee, then Council advise LGANT that they will not be nominating a representative at this time.**

Moved: Cr. Minjin

Seconded: Cr. Narburup

Resolution: Unanimously

**10) LGANT - Call for Nominations - Local Government Training and Learning Strategy Committee (TALSC)**

**024/2021 Motion:**

**That Council CEO will make a recommendation for a staff member to nominate as a representative of the Local Government Training and Learning Strategy Committee.**

Moved: Cr. Narburup

Seconded: Cr. Martin

Resolution: Unanimously

**GENERAL BUSINESS**

Nil

**DECISION TO MOVE TO CLOSED SESSION**

**RECOMMENDATION:**

Members of the press and public be excluded from the meeting of the Closed Session and access to the correspondence and reports relating to the items considered during the course of the Closed Session be withheld. This action is taken in accordance with Section 65(2) of the *Local Government Act* as the items lists come within the following provisions:-

- 11 Tender Committee Report - Homelands Solar Power Supply and Installation - *The report will be dealt with under Section 65(2) (f) of the Local Government Act 2008 and Regulation 8 of the Local Government (Administration) Regulations 2008. It contains Under Part 4 of the Local Government Regulations 8 (c) (i) "cause commercial prejudice to or confer an unfair commercial advantage on any person".***
- 12 Wadeye Community Bus Tender - *The report will be dealt with under Section 65(2) (f) of the Local Government Act 2008 and Regulation 8 of the Local Government (Administration) Regulations 2008. It contains Under Part 4 of the Local Government Regulations 8 (c) (i) "cause commercial prejudice to or confer an unfair commercial advantage on any person".***

The meeting closed at 2:50pm.

THIS PAGE AND THE PRECEEDING 4 PAGES ARE THE MINUTES OF THE Meeting of Council HELD ON Wednesday, 24 February 2021 AND CONFIRMED .

Unconfirmed



## WEST DALY REGIONAL COUNCIL

### FOR THE COUNCIL MEETING OF 24 MARCH 2021

#### Report for Agenda Item No 1

**Prepared by** Rebecca Purser, Manager Corporate

#### **Lead in time about the Voice - short presentation**

**Daryl Ella-Ritchie** | Adviser  
Top End West | Top End and Tiwi Islands Region | Central Division  
National Indigenous Australians Agency  
w. [niaa.gov.au](http://niaa.gov.au) w. [indigenous.gov.au](http://indigenous.gov.au)

Presentation is for Information purposes only – no resolution required.

#### **Attachments**

There are no attachments for this report.

## WEST DALY REGIONAL COUNCIL

### FOR THE COUNCIL MEETING OF 24 MARCH 2021

#### Report for Agenda Item No 2

Prepared by **Ramesh Pudasaini, Senior Financial Consultant**

#### Financial Report - February 2021

#### Purpose

To provide financial information for the month of February 2021 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.

#### Financial Overview

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

	Feb-21	Jan-21	Variance	
<b>Current Assets</b>				
Cash in Bank	7,440,003	7,601,466	(161,463)	Decreased
Receivable	341,418	550,287	(208,869)	Decreased
<b>Current Liabilities</b>				
Staff Liability	288,898	272,893	16,005	Increased
Trade & Other Liability	4,445,886	4,216,953	228,933	Increased
Unspent Grants (tied fund)	3,207,967	3,310,675	(102,708)	Decreased
PO Commitment (tied fund)	460,678	465,708	(5,030)	Decreased

Bank Balance - total \$7.4M, \$5.0M is in short-term deposit and \$2.4M in operating account, a decrease of \$150K during the month.

The cash ratio is 1.95 for February 2021.

Accounts Payable: Employee - \$289K, Supplier's Payable - \$6K, Unspent Grants - \$117K and Others - \$108K (retention liability - \$82K, rental bond - \$17K, Others - \$9K), Total Accounts Payable (Current) - \$520K

Non-Current Lease Liability - \$4.2M (Section 19 and other operating lease recognition due to AASB 16).

Accounts Receivable: Trade - \$81K, Rates - \$65K, Accrued Income - \$5K, Inventory - \$169K, Prepayments - \$29K, Others - \$25K and Provision for Doubtful Debts - (\$34K); Total Accounts Receivable - \$341K, balances are regularly monitored for timely collection.

Current year unspent tied fund is \$3.7M.

Financial Snapshot	Feb-21	Monthly Average	Jan-21	Monthly Average	Variance	
Income	12,154,577	1,519,322	12,021,705	1,717,386	132,872	Increased
<b>Expenses (excluding Internal)</b>						
Expenses - Staff	2,473,332	309,167	2,119,703	302,815	353,630	Increased
Expenses - Councillors	176,682	22,085	159,415	22,774	17,267	Increased
Expenses - Others	4,548,124	568,516	4,393,367	627,624	154,757	Increased

Total income is \$12.1M, Tied Income is \$6.4M and Untied Income is \$5.4M.

Non Current Assets	Fair Value	Acc. Dep	Net Value
Road Infrastructures	3,377,270	2,024,685	1,352,585
Plant & Equipment	2,451,447	1,455,682	995,765
Structures	96,151	82,865	13,286
Furniture & Fittings	85,213	85,213	0
Motor Vehicle	1,321,666	814,127	507,539
Site Improvements	116,891	25,271	91,620
Right-of-Use Asset**	4,232,244	310,152	3,922,092
<b>Total</b>	<b>11,680,882</b>	<b>4,797,995</b>	<b>6,882,887</b>

\*\*new asset category as per AASB16

Total expenses is \$7.2M, includes employee expense of \$2.5M and Councillor's expense of \$176K, operating expense is \$4.1M and depreciation (unfunded) is \$411K for month of February 2021.

### **Cash and Short Term Deposits**

Cash at bank in operating account at the end of February 2021 was \$2.4M.

\$5.0M deposited in short term deposit for higher interest rate.

Product	Actual Balance	Available Balance	Interest Rate	Maturity
Fixed Term Deposit	\$1,000,000.00	\$0.00	0.22%	5/07/2021
Fixed Term Deposit	\$1,000,000.00	\$0.00	0.24%	11/06/2021
Fixed Term Deposit	\$1,000,000.00	\$0.00	0.28%	25/05/2021
Fixed Term Deposit	\$1,000,000.00	\$0.00	0.46%	19/04/2021
Fixed Term Deposit	\$1,000,000.00	\$0.00	0.50%	29/03/2021

### **Current Ratio**

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

#### **Current Ratio - February 2021**

**1.95**

<b>Current Assets</b>		<b>Current Liabilities</b>	
Cash in Bank	7,440,003	Payables - Trades	5,731
Less: Grants to be refunded	117,211	Payables - Others	108,118
	<b>7,322,792</b>	Grants in advance	0
Receivable	311,954	Commitments	460,678
Prepayments	29,464		
Less:		Unspent Tied Grants	3,207,967
Staff Liability	288,898	(Agency & Core)	
	<b>7,375,312</b>		<b>3,782,494</b>

#### **Current Ratio - January 2021**

**2.01**

<b>Current Assets</b>		<b>Current Liabilities</b>	
Cash in Bank	7,601,466	Payables - Trades	(20,716)
Less: Grants to be refunded	117,211	Payables - Others	103,366
	<b>7,484,255</b>	Grants in advance	0
Receivable	513,330	Commitments	465,708
Prepayments	36,957		
Less:		Unspent Tied Grants	3,310,675
Staff Liability	272,893	(Agency & Core)	
	<b>7,761,649</b>		<b>3,859,033</b>

#### **Receivables**

Total receivable amount at the month end of February 2021 is \$341K.

<b>Receivable</b>	<b>Feb-21</b>	<b>Jan-21</b>
Receivables - P & R Rates	65,471	164,013
Receivables - Trade	80,800	161,920
Provision for Doubtful Debts	(33,791)	(33,791)
Accrued Income	5,572	5,168
Inventory	168,994	173,022
Receivables - Others	24,908	42,998
Prepayments	29,464	36,957
<b>Total</b>	<b>341,418</b>	<b>550,287</b>

#### **Trade Receivables Age Analysis**

The table below compares aged analysis of current, 30 days, 60 days and 90 days for the month of February 2021.



<b>Trade Debtor's Account - Age Analysis</b>	<b>Feb-21</b>	<b>Jan-21</b>
Unapplied (yet to reconcile)	(3,406)	0
Current	21,676	6,344
Over 30 days	4,296	21,481
Over 60 days	9,586	10,963
Over 90 days	48,648	123,132
<b>Total</b>	<b>80,800</b>	<b>161,920</b>

### **Rates**

<b>Rate Payer</b>	<b>FY 18/19</b>	<b>FY 19/20</b>	<b>FY 20/21</b>	<b>Total</b>
Kardu Diminin Corporation Ltd	0	107	3,049	3,156
Mutchirr Corporation Limited	0	52	1,959	2,011
Palngun Wurnangat Aboriginal Corporation	0	939	35,309	36,248
Peppimenarti Club Association	1,460	10,419	12,177	24,056
<b>Total</b>	<b>1,460</b>	<b>11,518</b>	<b>52,493</b>	<b>65,471</b>

### **Payables**

As at end of February 2021, total payable amount outstanding is \$4.7M, the detailed breakdown listed below:

<b>Payables</b>	<b>Feb-21</b>	<b>Jan-21</b>
Payables - Employees (Leave Provision)	288,898	272,893
Payables - Trade	5,731	(20,716)
Lease Liability*	4,214,826	4,017,092
Payables - Unspent Grants	117,211	117,211
Payables - Others	108,118	103,366
<b>Total</b>	<b>4,734,784</b>	<b>4,489,846</b>

*\*New liability category in relation to AASB16*

### **Trade Payables Age Analysis**

The table below compares aged analysis of current, over 30 days, 60 days and 90 days for the month of February 2021.

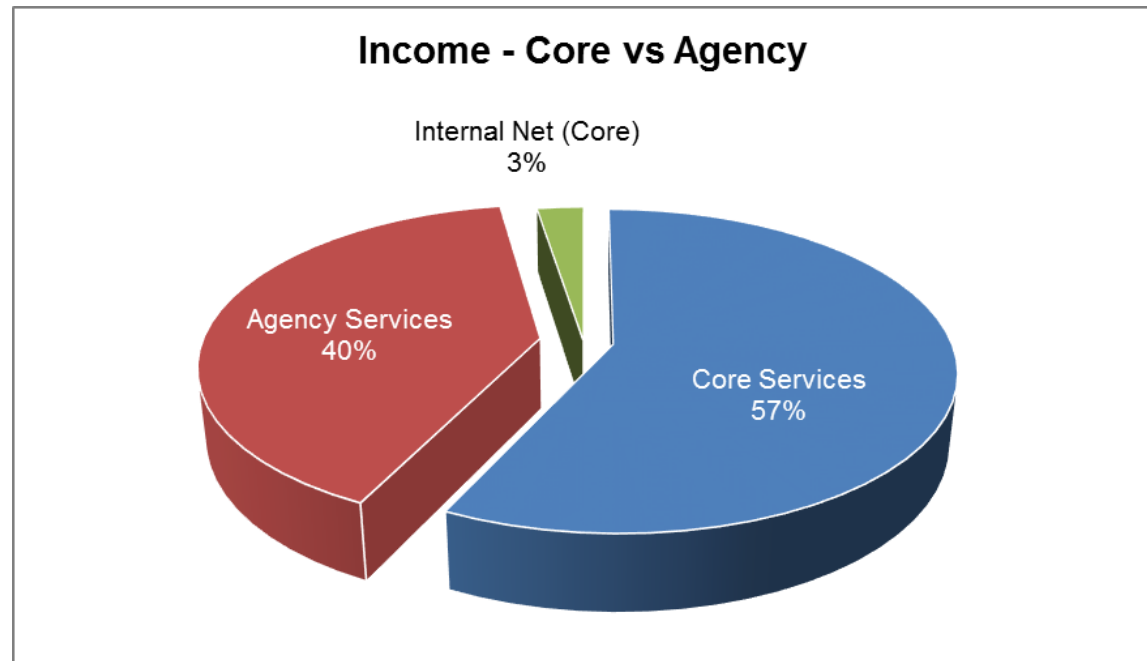
<b>Creditor's Account - Age Analysis</b>	<b>Feb-21</b>	<b>Jan-21</b>
Unapplied (yet to reconcile)**	(24,496)	(24,496)
Current	29,990	2,081
Over 30 days	-	1,699
Over 60 days	-	-
Over 90 days	237	-
<b>Total</b>	<b>5,731</b>	<b>(20,716)</b>

*\*\*Unapplied credit mainly pertains to PowerWater credit for Lot 460 Wadeye.*

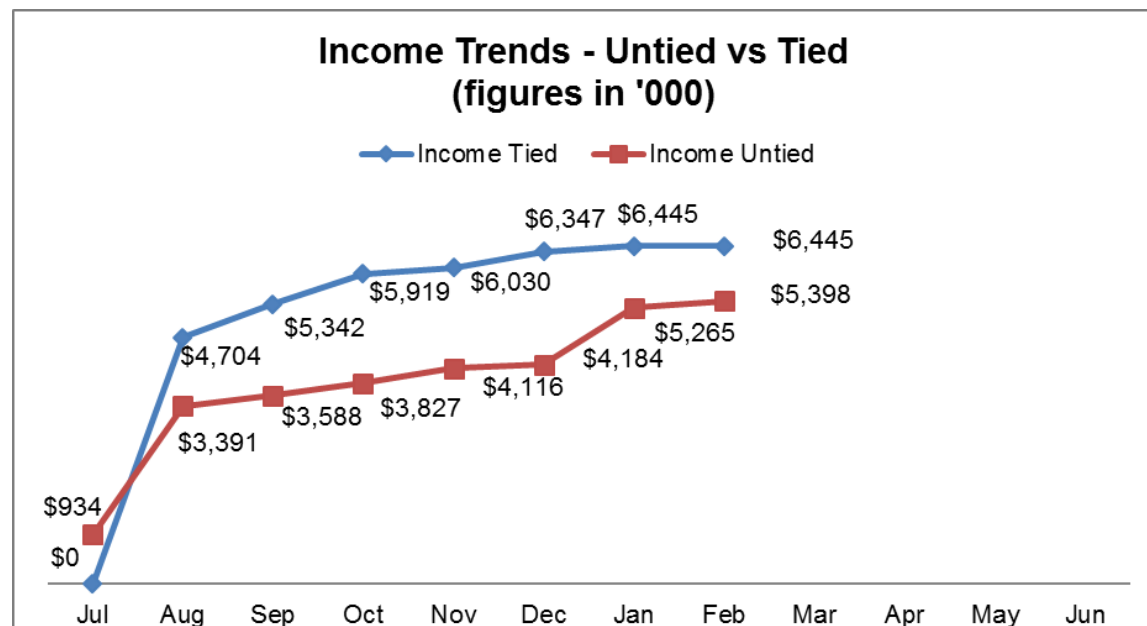
## Summary of Revenue & Expenditure

### Revenue

In total, Council received \$12.1M in revenue. For Core services, Council received \$6.9M and for Agency services, Council received \$4.9M and Council generate internally allocated income of \$312K.

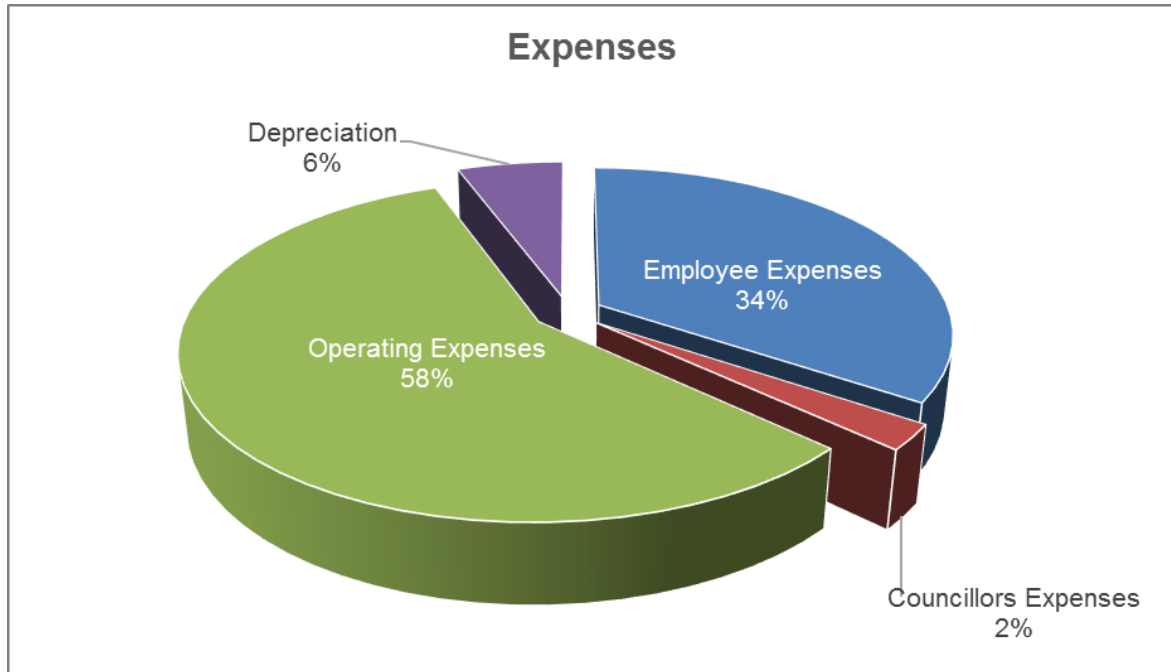


### Income - Tied/Untied

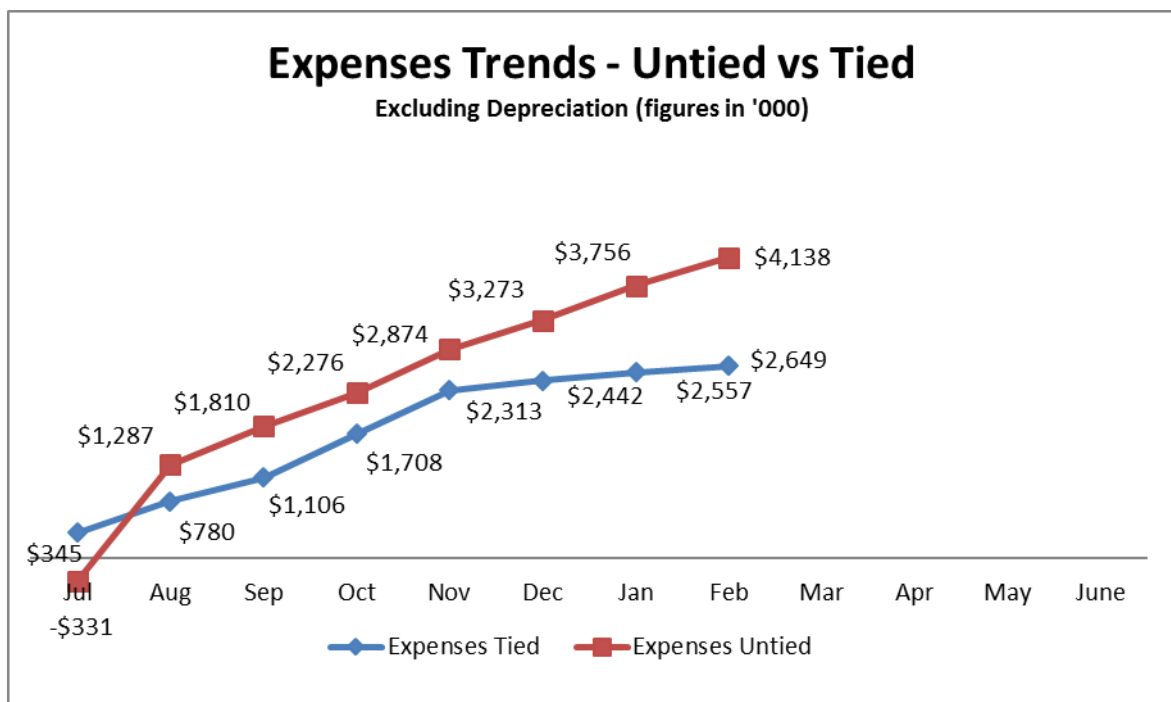


## Expenses

Council spent \$7.2M as at end of February 2021. Council spent \$2.5M for employees, \$176K for Councillors expenses, \$4.1M for operations and \$411K for unfunded depreciation expenses.

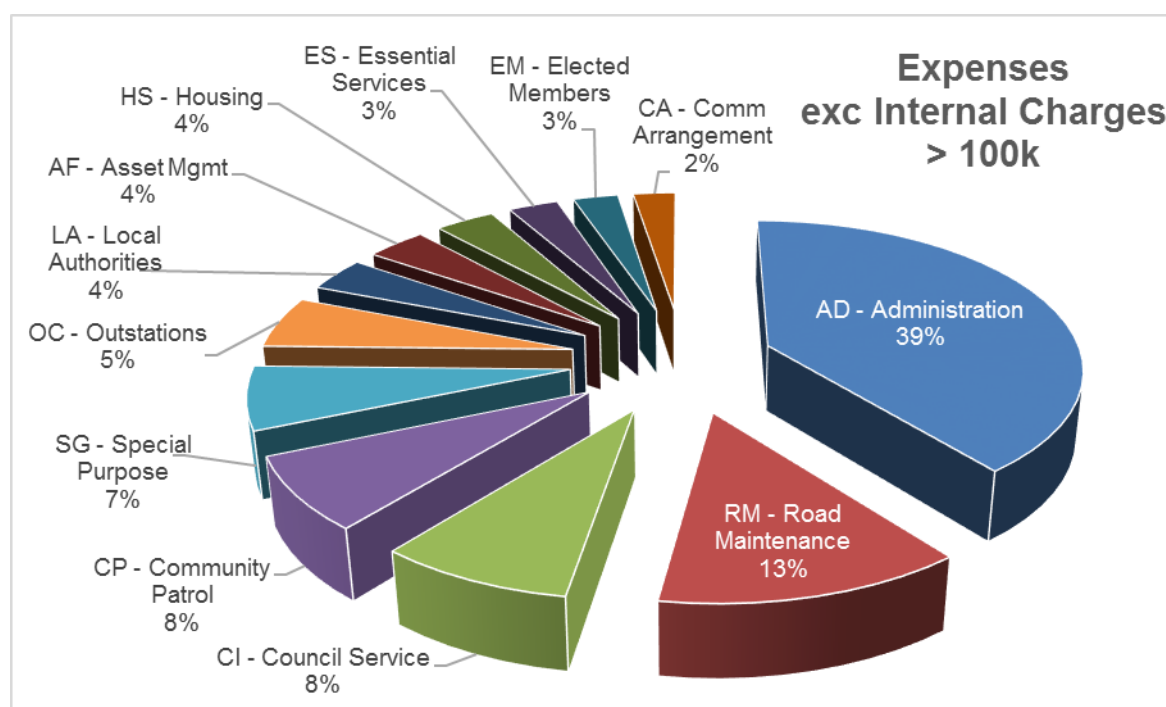


## Expenses - Tied/Untied



### **Expenses by Program (excluding depreciation)**

<b>Program</b>	<b>Amount</b>
AD - Administration	2,562,101
RM - Road Maintenance	855,168
CI - Council Service	545,033
CP - Community Patrol	504,665
SG - Special Purpose	439,077
OC - Outstations	361,348
LA - Local Authorities	237,660
AF - Asset Mgmt	235,874
HS - Housing	233,285
ES - Essential Services	194,709
EM - Elected Members	176,682
CA - Comm Arrangement	165,013
PG - Parks & Gardens	77,941
PL - Pools	70,340
LI - Libraries	65,654
CZ - Capital Purchase	37,646
WM - Waste Mgmt	16,704
WS - WH&S	7,908
<b>Total</b>	<b>6,786,808</b>



## Internal Reallocation

Program	Actual	Commitments	Total Actual	Annual Budget	Funds Available
<a href="#">AD - Administration</a>	67,962	0	67,962	333,866	265,904
<a href="#">AF - Asset Managemen</a>	(397,200)	0	(397,200)	(786,850)	(389,650)
<a href="#">CA - Commercial Arra</a>	118,423	11,507	129,930	407,400	277,470
<a href="#">CI - Council Service</a>	215,280	0	215,280	279,000	63,720
<a href="#">CP - Community Patro</a>	86,640	0	86,640	95,700	9,060
<a href="#">EM - Elected Members</a>	23,040	0	23,040	22,950	(90)
<a href="#">ES - Essential Servi</a>	6,800	0	6,800	0	(6,800)
<a href="#">HS - Housing - Staff</a>	(589,120)	0	(589,120)	(987,950)	(398,830)
<a href="#">LI - Libraries</a>	12,000	0	12,000	32,000	20,000
<a href="#">PL - Pools</a>	6,400	0	6,400	750	(5,650)
<a href="#">SG - Special Purpose</a>	22,160	0	22,160	31,104	8,944
<a href="#">WM - Waste Managemen</a>	115,680	0	115,680	187,000	71,320
	(311,935)	11,507	(300,428)	(385,030)	(84,602)

## Local Authority

Location	Income relates 18/19	Income relates 19/20	Income 20/21	Expenses	Commitment	Balance from 18/19	Total Balance
300 - Nganmarriyanga	62,270	46,976	56,700	(18,585)	(38,798)	4,887	108,563
400 - Peppimenarti	0	7,824	25,800	(2,906)	0	0	30,718
700 - Wadeye	360,221	374,089	383,200	(234,395)	(140,744)	(14,918)	742,371
<b>Total</b>	<b>422,491</b>	<b>428,889</b>	<b>465,700</b>	<b>(255,886)</b>	<b>(179,542)</b>	<b>(10,031)</b>	<b>881,652</b>

## Outstations

Remediated Fund	Actual	Commitments	Total Actual	Annual Budget	Funds Available
<a href="#">767 - Solar Power Upq</a>	(290,467)	0	(290,467)	0	290,467
<a href="#">398 - Solar Upgrade</a>	(88,500)	0	(88,500)	0	88,500
<a href="#">222 - Homelands Assis</a>	(56,167)	56,167	0	0	
<a href="#">746 - Ablution Block</a>	(44,219)	0	(44,219)	0	44,219
<a href="#">379 - Water Dosing St</a>	(20,192)	0	(20,192)	0	20,192
<a href="#">743 - Fossil Head Pow</a>	(18,666)	0	(18,666)	0	18,666
<a href="#">763 - Deleye New Ablu</a>	(8,500)	0	(8,500)	0	8,500
<a href="#">745 - Uminyuluk Sewer</a>	(1,500)	0	(1,500)	0	1,500
<a href="#">762 - Mob Booster Sys</a>	(1,232)	0	(1,232)	0	1,232
<a href="#">747 - Grading of inte</a>	(776)	0	(776)	0	776
<a href="#">764 - Mulinqi New Abl</a>	(525)	0	(525)	0	525
<a href="#">380 - Drill New Bore</a>	2,950	0	2,950	0	(2,950)
<a href="#">720 - NT Jobs Package</a>	30,693	0	30,693	0	(30,693)
	(497,100)	56,167	(440,933)	0	440,933

**704 - NTG - Municipal Essential Services Funding (MES)**

Code	Debit	Credit	Commitments	Balance	Location Name
310	454,248	546,837	117	- 92,472	Nama
320	543,342	616,644	65	- 73,237	Wudapuli
330	363,009	430,073	1,054	- 66,010	Nemarluk
340	326,833	379,517	7,065	- 45,619	Merrepen
410	179,466	205,642	4,632	- 21,544	Deleye
420	122,929	148,251	172	- 25,150	Uminyuluk
430	129,911	147,318	-	- 17,407	Mulingi
450	110,156	110,724	-	- 568	Perrederr
460	9,016	9,016	-	-	Sabina
470	56,849	54,974	-	- 1,875	Wudaduk
710	227,463	239,091	1,749	- 9,879	Fossil Head
720	174,364	187,247	989	- 11,894	Kuy
730	236,843	280,547	1,947	- 41,757	Old Mission
740	27,267	27,267	-	-	Redcliffe
<b>Grand Total</b>	<b>2,961,696</b>	<b>3,383,148</b>	<b>17,790</b>	<b>- 403,662</b>	

**705 - NTG - Housing Maintenance Services (HMS)**

Code	Debit	Credit	Commitments	Balance	Location Name
310	11,639.0	10,465.0	-	1,174.0	Nama
320	65,105.0	69,989.0	-	- 4,884.0	Wudapuli
330	139,136.0	160,153.0	-	- 21,017.0	Nemarluk
340	139,361	156,011	-	- 16,650	Merrepen
410	75,218	87,064	-	- 11,846	Deleye
415	28,175	28,175	-	-	House 5 Deleye
420	56,980	63,157	1,800	- 4,377	Uminyuluk
430	52,084	59,212	-	- 7,128	Mulingi
450	38,327	45,684	-	- 7,357	Perrederr
460	3,648	3,715	-	- 67	Sabina
470	20,251	20,251	-	-	Wudaduk
710	90,273	96,417	-	- 6,144	Fossil Head
720	71,085	77,026	-	- 5,941	Kuy
730	80,899	89,798	-	- 8,899	Old Mission
740	18,898	11,398	-	- 7,500	Redcliffe
<b>Grand Total</b>	<b>891,079</b>	<b>978,515</b>	<b>1,800</b>	<b>- 85,636</b>	

**725 - NTG - Homelands Extra Allowance (HEA)**

Code	Debit	Credit	Commitments	Balance	Location Name
324	8,000	8,000	-	-	House 4 Wudapuli
330	3,358	3,358	-	-	Nemarluk
331	39,600	39,600	-	-	House 1 Nemarluk
332	23,300	23,600	-	- 300	House 2 Nemarluk
333	15,600	15,600	-	-	House 3 Nemarluk
334	29,200	29,200	-	-	House 4 Nemarluk
335	29,200	29,200	-	-	House 5 Nemarluk
336	39,600	39,600	-	-	House 6 Nemarluk
340	1,295	3,358	-	- 2,063	Merrepen
341	15,600	15,600	-	-	House 1 Merrepen
342	30,665	31,600	-	- 935	House 2 Merrepen
343	23,289	23,600	-	- 311	House 3 Merrepen
344	30,576	33,600	-	- 3,024	House 4 Merrepen
345	18,000	18,000	-	-	House 5 Merrepen
346	33,308	33,600	-	- 292	House 6 Merrepen
347	33,247	33,600	-	- 353	House 7 Merrepen
410	560	560	-	-	Deleye
412	18,000	18,000	-	-	House 2 Deleye
413	11,950	14,000	-	- 2,050	House 3 Deleye
414	39,600	39,600	-	-	House 4 Deleye
415	24,000	24,000	-	-	House 5 Deleye
420	1,119	1,119	-	-	Uminyuluk
421	39,332	39,600	-	- 268	House 1 Uminyuluk
422	39,600	39,600	-	-	House 2 Uminyuluk
430	1,120	1,120	-	-	Mulingi
431	39,600	39,600	-	-	House 1 Mulingi
432	39,600	39,600	-	-	House 2 Mulingi
451	8,000	8,000	-	-	House 1 Perrederr
454	11,700	14,000	-	- 2,300	House 4 Perrederr
456	13,700	14,000	-	- 300	House 6 Perrederr
458	8,000	8,000	-	-	House 8 Perrederr
471	8,000	8,000	-	-	House 1 Wudakuk
710	2,162	2,239	-	- 77	Fossil Head
711	15,600	15,600	-	-	House 1 Fossil Head
712	22,945	23,600	-	- 655	House 2 Fossil Head
713	27,567	29,600	-	- 2,033	House 3 Fossil Head
714	15,600	15,600	-	-	House 4 Fossil Head
720	1,119	1,119	-	-	Kuy
721	15,600	15,600	-	-	House 1 Kuy
725	8,000	8,000	-	-	House 5 Kuy
727	23,400	23,600	-	- 200	House 7 Kuy
730	224	1,119	-	- 895	Old Mission
731	24,000	24,000	-	-	House 1 Old Mission
732	31,771	31,600	-	171	House 2 Old Mission
734	39,557	39,600	-	- 43	House 4 Old Mission
741	13,149	14,000	-	- 851	House 1 Redcliffe
<b>Grand Total</b>	<b>918,413</b>	<b>935,192</b>	<b>-</b>	<b>- 16,779</b>	

24 Mar 2021

## Council Variance Analysis - Income

Fund Source/ Program	Program Description	Total Actual Income	Total Budgeted Income	Income Variance	% Variance	Explanation
<b>Council Funds - Tied</b>						
CA	Commercial Arrangement	12,662	0	12,662	100.0%	New grant for R&M Papangala project from NLC. 85% of grant received during the period.
HS	Housing	402	0	402	100.0%	Income rollforward from FY2019/20
RM	Road Maintenance	802,000	1,377,106	(575,106)	-41.8%	Timing difference in receipt of R2R grant (\$173K); Expected grant for LRCI not yet received (\$402K).
SG	Special Purpose	733,556	733,555	0	0.0%	
	<i>Council funds tied sub-total</i>	<i>1,548,619</i>	<i>2,110,661</i>	<i>(562,042)</i>		
<b>Council Funds - Untied</b>						
AD	Administration	2,595,484	2,317,717	277,767	12.0%	Income received as expected; Variance pertain to rollforward fund from prior year.
AF	Asset Management	(10,391)	0	(10,391)	-100.0%	Loss on disposal of garbage truck via auction
CA	Commercial Arrangement	556,285	514,833	41,452	8.1%	Airport fees received are higher than expected. 2% increase in rent and lease charges during the year, as well as new lease agreements entered into for Lots 404/3, 459/1 and 459/2 Wadeye.
CF	Council Fund	830,670	871,735	(41,065)	-4.7%	Income received as expected
CI	Council Service	1,964	0	1,964	100.0%	Income from hire of council asset
HS	Housing	12,173	10,667	1,506	14.1%	New employees hired during the year rent Council housing
PG	Parks and Gardens	7,164	0	7,164	100.0%	One off services provided by parks and gardens staff.
PL	Pools	0	10,000	(10,000)	-100.0%	Pool maintenance agreement ongoing negotiation
RM	Road Maintenance	868,663	868,663	0	0.0%	
WM	Waste Management	535,799	544,000	(8,201)	-1.5%	Income received as expected
	<i>Council funds untied sub-total</i>	<i>5,397,811</i>	<i>5,137,615</i>	<i>260,196</i>		
	<b>Council funds sub-total</b>	<b>6,946,430</b>	<b>7,248,276</b>	<b>(301,846)</b>		
<b>Agency Funds - Tied</b>						
CP	Community Patrol	911,681	1,079,139	(167,458)	-15.5%	Timing difference in receipt of current year grants.
CZ	Capital Purchase	1,050,893	1,000,000	50,893	5.1%	Income variance pertains to grant rolled forward from prior year.
ES	Essential Services	142,211	74,401	67,810	91.1%	Only 30% of expected income received as at period end. Remaining current year income pertain to grant rolled forward from prior year - however, on hold pending advice from Department.
LA	Local Authorities	1,317,080	1,317,080	0	0.0%	
LI	Libraries	119,924	120,526	(602)	-0.5%	Income received as expected
OC	Outstations	1,354,423	1,263,464	90,959	7.2%	Income variance pertains to grant rolled forward from prior year.
VC	Vacation Care	0	54,782	(54,782)	-100.0%	No grants received as yet
	<i>Agency funds sub-total</i>	<i>4,896,212</i>	<i>4,909,392</i>	<i>(13,180)</i>		
<b>Total before Internals and Depreciation</b>		<b>11,842,642</b>	<b>12,157,668</b>	<b>(315,026)</b>		



## Council Variance Analysis - Expenses

Fund Source/ Program	Program Description	Total Actual Expenses	Total Budgeted Expenses	Expenses Variance	% Variance	Explanation
<b>Council Funds - Tied</b>						
HS	Housing	402	0	402	100.0%	Minor over budget from prior year committed expenses.
RM	Road Maintenance	812,270	1,205,964	(393,694)	-32.6%	• LRIC (RM220) - committed expenses yet to be invoiced from supplier and lower than budgeted;
SG	Special Purpose	439,077	461,183	(22,106)	-4.8%	Expense incurred as expected
	<i>Council funds tied sub-total</i>	<i>1,251,749</i>	<i>1,667,147</i>	<i>(415,398)</i>		
<b>Council Funds - Untied</b>						
AD	Administration	2,562,103	2,592,994	(30,890)	-1.2%	Expense incurred as expected
AF	Asset Management	647,204	1,319,887	(672,682)	-51.0%	Decrease is mainly due to prior year write off of all Council buildings and majority of its structure and site improvements in relation to the adoption of new accounting standard, AASB16, not currently reflected in budget (\$592K).
CA	Commercial Arrangement	165,013	234,629	(69,616)	-29.7%	Savings from payroll and timing difference on receipt of supplier invoices
CI	Council Service	545,033	673,691	(128,658)	-19.1%	Savings from having lesser number of extra meetings and professional development activities.
EM	Elected Members	176,682	213,278	(36,596)	-17.2%	Excess paid in relation to insurance claim for Lot 391 and 392 Wadeye (\$50K). Increased repairs and maintenance done in housing units in Wadeye.
HS	Housing	232,883	89,333	143,550	160.7%	Expenses incurred as expected
PG	Parks and Gardens	77,941	80,100	(2,160)	-2.7%	Savings from having no payroll expenses.
PL	Pools	70,340	107,408	(37,068)	-34.5%	Delay in completion of activities
RM	Road Maintenance	42,898	114,952	(72,054)	-62.7%	Delay in completion of activities
WM	Waste Management	16,704	31,506	(14,802)	-47.0%	Delay in completion of activities
WS	Work Health and Safety	7,908	20,167	(12,259)	-60.8%	Delay in completion of activities
	<i>Council funds untied sub-total</i>	<i>4,544,709</i>	<i>5,477,945</i>	<i>(933,236)</i>		
	<b>Council funds sub-total</b>	<b>5,796,457</b>	<b>7,145,091</b>	<b>(1,348,634)</b>		
<b>Agency Funds - Tied</b>						
CP	Community Patrol	504,665	815,847	(311,182)	-38.1%	Reduction in Community Patrol staff and activities due to community unrest
CZ	Capital Purchases	37,646	500,000	(462,354)	-92.5%	Consulting services with Tonkin Consulting still ongoing and awaiting receipt of supplier invoices
ES	Essential Services	194,709	97,293	97,416	100.1%	FY2019/20 closing balance not approved for rollforward to current year, awaiting advise from Department (\$117K); current year salaries and wages incurred is lower than budgeted
LA	Local Authorities	232,816	878,054	(645,238)	-73.5%	Committed expenses not yet invoiced by supplier.
LI	Libraries	65,654	65,116	538	0.8%	Expenses incurred as expected
OC	Outstations	361,348	598,768	(237,420)	-39.7%	Timing difference of supplier invoices
VC	Vacation Care	0	36,521	(36,521)	-100.0%	Project not yet started
	<i>Agency funds tied sub-total</i>	<i>1,396,837</i>	<i>2,991,600</i>	<i>(1,594,763)</i>		
<b>Agency Funds - Untied</b>						
LA	Local Authorities	4,844	6,392	(1,548)	-24.2%	Peppimenarti LA only had one payment during the year.
	<i>Agency funds untied sub-total</i>	<i>4,844</i>	<i>6,392</i>	<i>(1,548)</i>		
	<b>Agency funds sub-total</b>	<b>1,401,681</b>	<b>2,997,991</b>	<b>(1,596,310)</b>		
<b>Total before Internals and Depreciation</b>		<b>7,198,139</b>	<b>10,143,083</b>	<b>(2,944,944)</b>	<b>-29.0%</b>	

## Income by Location

Location	Actual	Commitments	Total Actual	Annual Budget	Funds Available
<a href="#">200 - Darwin Office</a>	(684,054)	0	(684,054)	(579,262)	104,792
<a href="#">300 - Nganmamyanqa</a>	(1,572,228)	(4,784)	(1,577,012)	(2,012,229)	(435,217)
<a href="#">400 - Peppimenarti</a>	(1,620,764)	(1,818)	(1,622,583)	(1,687,225)	(64,643)
<a href="#">700 - Wadeye</a>	(7,965,595)	(80,886)	(8,046,482)	(9,325,522)	(1,279,040)
<a href="#">999 - Suspense Locati</a>	0	0	0	0	
	(11,842,642)	(87,489)	(11,930,131)	(13,604,238)	(1,674,107)

## Expenses by Location

Location	Actual	Commitments	Total Actual	Annual Budget	Funds Available
<a href="#">200 - Darwin Office</a>	500,432	28,361	528,793	579,262	50,469
<a href="#">300 - Nganmamyanqa</a>	976,105	55,639	1,031,744	2,035,680	1,003,936
<a href="#">400 - Peppimenarti</a>	720,005	140,760	860,765	1,710,676	849,911
<a href="#">700 - Wadeye</a>	5,001,597	543,076	5,544,673	10,915,385	5,370,713
<a href="#">999 - Suspense Locati</a>	0	0	0	0	
	7,198,139	767,836	7,965,975	15,241,003	7,275,028

## Tied Program - Financial Position

Program	Actual	Commitments	Total Actual	Annual Budget	Funds Available
<a href="#">AG - Aged Care Serv</a>	(5,800)	0	(5,800)	0	5,800
<a href="#">CA - Commercial Arra</a>	(12,662)	0	(12,662)	0	12,662
<a href="#">CP - Community Patro</a>	(265,480)	8,159	(257,321)	1	257,322
<a href="#">CZ - Capital P/P</a>	(1,013,247)	38,910	(974,337)	0	974,337
<a href="#">ES - Essential Servi</a>	59,298	0	59,298	0	(59,298)
<a href="#">HS - Housing - Staff</a>	0	0	0	0	
<a href="#">LA - Local Authoriti</a>	(1,066,039)	179,307	(886,732)	0	886,732
<a href="#">LI - Libraries</a>	(42,270)	3,911	(38,359)	0	38,359
<a href="#">OC - Outstations and</a>	(993,076)	0	(993,076)	0	993,076
<a href="#">RM - Road Maintenanc</a>	10,271	588,065	598,335	0	(598,335)
<a href="#">SG - Special Purpose</a>	(286,674)	128,543	(158,131)	0	158,131
<a href="#">VC - Vacation Care</a>	0	0	0	0	
	(3,615,678)	946,894	(2,668,785)	1	2,668,785

ES – Funding agency is still deciding on c/f figures of \$117,000

RM – Budget yet to update

## Untied Program - Financial Position with Depreciation

Program	Actual	Commitments	Total Actual	Annual Budget	Funds Available
<a href="#">AD - Administration</a>	84,212	269,072	353,284	970,068	616,784
<a href="#">AF - Asset Managemen</a>	475,910	16,779	492,688	1,357,980	865,292
<a href="#">BS - Balance Sheet</a>	917,941	105,000	1,022,941	(1,485,803)	(2,508,744)
<a href="#">CA - Commercial Arra</a>	(245,762)	(41,121)	(286,883)	(59,890)	226,993
<a href="#">CF - Council Fund</a>	(830,670)	0	(830,670)	(871,735)	(41,065)
<a href="#">CI - Council Service</a>	758,349	0	758,349	1,308,828	550,478
<a href="#">EM - Elected Members</a>	199,722	3,132	202,854	342,867	140,013
<a href="#">HS - Housing - Staff</a>	(346,085)	0	(346,085)	(869,950)	(523,865)
<a href="#">LA - Local Authoriti</a>	4,844	235	5,079	9,950	4,871
<a href="#">PG - Parks and Garde</a>	73,934	12,850	86,784	120,150	33,366
<a href="#">PL - Pools</a>	76,740	5,941	82,680	153,260	70,580
<a href="#">RM - Road Maintenan</a>	(825,765)	18,274	(807,491)	(696,235)	111,256
<a href="#">WM - Waste Managemen</a>	(403,415)	2,038	(401,377)	(309,741)	91,636
<a href="#">WS - Work Health and</a>	7,908	4,293	12,201	30,250	18,049
	(52,138)	396,492	344,354	(1)	(344,355)

## Untied Program - Financial Position without Depreciation

Program	Actual	Commitments	Total Actual	Annual Budget	Funds Available
<a href="#">AD - Administration</a>	84,212	269,072	353,284	970,068	616,784
<a href="#">AF - Asset Managemen</a>	64,579	16,779	81,358	(249,010)	(330,368)
<a href="#">BS - Balance Sheet</a>	917,941	105,000	1,022,941	(1,485,803)	(2,508,744)
<a href="#">CA - Commercial Arra</a>	(245,762)	(41,121)	(286,883)	(59,890)	226,993
<a href="#">CF - Council Fund</a>	(830,670)	0	(830,670)	(871,735)	(41,065)
<a href="#">CI - Council Service</a>	758,349	0	758,349	1,308,828	550,478
<a href="#">EM - Elected Members</a>	199,722	3,132	202,854	342,867	140,013
<a href="#">HS - Housing - Staff</a>	(346,085)	0	(346,085)	(869,950)	(523,865)
<a href="#">LA - Local Authoriti</a>	4,844	235	5,079	9,950	4,871
<a href="#">PG - Parks and Garde</a>	73,934	12,850	86,784	120,150	33,366
<a href="#">PL - Pools</a>	76,740	5,941	82,680	153,260	70,580
<a href="#">RM - Road Maintenan</a>	(825,765)	18,274	(807,491)	(696,235)	111,256
<a href="#">WM - Waste Managemen</a>	(403,415)	2,038	(401,377)	(309,741)	91,636
<a href="#">WS - Work Health and</a>	7,908	4,293	12,201	30,250	18,049
	(463,469)	396,492	(66,976)	(1,606,991)	(1,540,014)

## Tied Fund - Financial Position

Fund	Actual	Commitments	Total Actual	Annual Budget	Funds Available
<a href="#">202 - Papangala Proje</a>	(12,662)	0	(12,662)	0	12,662
<a href="#">210 - WM Upgrade</a>	(1,012,354)	38,910	(973,444)	0	973,444
<a href="#">215 - Purchase of New</a>	0	0	0	0	
<a href="#">217 - Alcohol Drugs Y</a>	(9,691)	9,691	0	0	
<a href="#">219 - SCALE 19-20</a>	(29,953)	29,850	(103)	0	103
<a href="#">220 - LRCI</a>	1,117	230,780	231,897	0	(231,897)
<a href="#">221 - CNP Booster</a>	(51,316)	1,364	(49,953)	0	49,953
<a href="#">222 - Homelands Assis</a>	(56,167)	0	(56,167)	0	56,167
<a href="#">223 - Aust Day Brand</a>	0	0	0	0	
<a href="#">224 - BBQ Trailer FRRR</a>	(9,068)	8,296	(772)	0	772
<a href="#">379 - Water Dosing St</a>	(20,192)	0	(20,192)	0	20,192
<a href="#">385 - Animal Manageme</a>	1,745	0	1,745	0	(1,745)
<a href="#">390 - Strategic Local</a>	0	0	0	0	
<a href="#">391 - Solar L n Bolla</a>	6,280	0	6,280	0	(6,280)
<a href="#">398 - Solar Upgrade</a>	(88,500)	0	(88,500)	0	88,500
<a href="#">404 - Peppi Softball</a>	(147,790)	80,705	(67,085)	0	67,085
<a href="#">405 - Softball-Nganma</a>	(7,407)	0	(7,407)	0	7,407
<a href="#">704 - NTG MES Funding</a>	(421,452)	0	(421,452)	0	421,452
<a href="#">705 - NTG HMS</a>	(87,436)	0	(87,436)	0	87,436
<a href="#">709 - NTG Libraries</a>	(42,270)	3,911	(38,359)	0	38,359
<a href="#">720 - NT Jobs Package</a>	59,298	0	59,298	0	(59,298)
<a href="#">722 - NTG Local Autho</a>	(1,066,039)	179,307	(886,732)	0	886,732
<a href="#">725 - Homelands Extra</a>	(16,780)	0	(16,780)	0	16,780
<a href="#">731 - Wad SL Upq</a>	0	0	0	0	
<a href="#">736 - Township Bus Se</a>	(14,173)	0	(14,173)	0	14,173
<a href="#">743 - Fossil Head Pow</a>	(666)	0	(666)	0	666
<a href="#">745 - Uminyuluk Sewer</a>	(1,500)	0	(1,500)	0	1,500
<a href="#">746 - Ablution Block</a>	(8,160)	0	(8,160)	0	8,160
<a href="#">755 - Merrepen Solar</a>	(893)	0	(893)	0	893
<a href="#">762 - Mob Booster Sys</a>	(1,232)	0	(1,232)	0	1,232
<a href="#">764 - Mulingi New Abl</a>	(525)	0	(525)	0	525
<a href="#">765 - Ablution x3</a>	(57,290)	0	(57,290)	0	57,290
<a href="#">766 - Upgrade to Ligh</a>	0	0	0	0	
<a href="#">767 - Solar Power Upq</a>	(290,467)	0	(290,467)	0	290,467
<a href="#">804 - AuGov Flexi Age</a>	(5,800)	0	(5,800)	0	5,800
<a href="#">806 - Comm Night Pat</a>	(214,164)	6,795	(207,369)	1	207,369
<a href="#">808 - BBF - WVC</a>	0	0	0	0	
<a href="#">811 - AG Roads to Rec</a>	2,873	357,285	360,158	0	(360,158)
<a href="#">820 - NAIDOC</a>	105	0	105	0	(105)
<a href="#">827 - Australia Day C</a>	(13,152)	0	(13,152)	0	13,152
	(3,615,678)	946,894	(2,668,785)	1	2,668,785

## Untied Fund - Financial Position

Fund	Actual	Commitments	Total Actual	Annual Budget	Funds Available
<a href="#">000 - Balance Sheet</a>	917,941	105,000	1,022,941	(1,485,803)	(2,508,744)
<a href="#">101 - Gen Operating</a>	915,872	332,614	1,248,485	3,481,881	2,233,396
<a href="#">201 - Airport Maint</a>	(90,435)	23,272	(67,163)	(179,900)	(112,737)
<a href="#">203 - Aust Post</a>	(10,589)	0	(10,589)	(16,500)	(5,911)
<a href="#">204 - Centrelink</a>	(26,800)	0	(26,800)	0	26,800
<a href="#">205 - Mech Workshops</a>	69,348	47	69,395	258,400	189,005
<a href="#">206 - Accomodation</a>	8,456	125	8,581	65,859	57,278
<a href="#">207 - Comm Buildings</a>	(195,743)	(64,565)	(260,308)	(187,750)	72,558
<a href="#">703 - NTG Ind Dev Job</a>	(296,000)	0	(296,000)	(592,000)	(296,000)
<a href="#">719 - NTG - FAA Gen P</a>	(1,344,189)	0	(1,344,189)	(1,344,189)	
	(52,138)	396,492	344,354	(1)	(344,355)

### Recommendation

1. That Council receives and notes the Financial Report for February 2021.

### Attachments

- 1 Trial Balance - Feb 2021.pdf
- 2 Snapshot - Financial Report - Feb 2021.pdf



## West Daly Regional Council

### Trial Balance

As at 28th February 2021

Description	Closing Balances 28th February 2021
<b>BALANCE SHEET</b>	
<b>Current Assets</b>	
11110 - Cash at Bank Operational	70,405
11130 - Cash at Bank High Interest Savings	2,368,598
11210 - Petty Cash - Cash on Hand	1,000
12110 - Cash & Bank Term Deposit	5,000,000
13110 - Receivables P&R Rates General	46,868
13140 - Receivables P&R Waste Collection General	18,603
13210 - Receivables CONTROL ACCOUNT	80,800
13220 - Receivables (Contra) Doubtful Debts Provision	(33,791)
13230 - Receivables Accrued Income	5,572
13240 - Receivables GST PAID	20,268
13270 - Receivables Rental Bond	0
13280 - Receivables Others	4,000
14120 - Inventory - Fuel and Oil General	50,942
14125 - Inventory - Workshop	118,052
15100 - Prepayments - Workers Compensation	19,214
15180 - Prepayments - Fringe Benefits Tax	10,250
19100 - Power Water On charge	640
19210 - Asset Disposal Clearing Account	0
<b>Total Current Assets</b>	<b>7,781,422</b>
<b>Non Current Assets</b>	
36210 - Acquisition of Buildings	0
36220 - Accumulated Depreciation of Buildings	0
36310 - Acquisition of Road Infrastructure	3,377,270
36320 - Accumulated Depreciation of Road Infrastructure	(2,024,685)
36410 - Acquisition of Plant & Equipment	2,451,447
36420 - Accumulated Depreciation of Plant & Equipment	(1,455,682)
36510 - Acquisition of Structures	96,151
36520 - Accumulated Depreciation of Structures	(82,865)
36610 - Acquisition of Furniture, Fittings & Office Equip	85,213
36620 - Accum Depreciation of Furniture, Fittings & Office Equip	(85,213)
36710 - Acquisition of Motor Vehicles	1,321,666
36720 - Accumulated Depreciation of Motor Vehicles	(814,127)
36810 - Acquisition of Site Improvements	116,891
36820 - Accumulated Depreciation of Site Improvements	(25,271)
36900 - Right-of-Use Asset	4,232,244
36910 - Accumulated Depreciation of Right-Of-Use Assets	(310,152)
37310 - WIP Road Infrastructure - Additions current year	0
37410 - WIP Plant & Equipment - Additions Current year	(0)
37610 - WIP Furn, Fittings & Office Equip - Additions current year	0
37710 - WIP Motor Vehicles - Additions Current year	(0)
37810 - WIP Site Improvements - Additions Current Year	0
<b>Total Non Current Assets</b>	<b>6,882,887</b>
<b>TOTAL ASSETS</b>	<b>14,664,308</b>
<b>Current Liabilities</b>	
22210 - Payables CONTROL ACCOUNT	(5,731)
22220 - Payables Accrued Expenditure	0



## West Daly Regional Council

### Trial Balance

As at 28th February 2021

Description	Closing Balances 28th February 2021
22230 - Payables PAYG WITHHELD	0
22240 - Payables GST COLLECTED	(4,225)
22250 - Payables Withholding Tax	0
22270 - Payables Rental Bonds	(16,800)
22280 - Payables Others	(7,050)
22285 - Credit Card Clearing Account	(1,154)
22300 - Council Rates Received in Advance	0
22310 - Retention Liability	(81,883)
23120 - Current Provisions Employees Annual Leave	(171,316)
23130 - Current Provisions Employees Long Service Leave	(70,086)
23131 - Current Provisions Time Off in Lieu	0
23910 - Unexpended Grants to be Repaid	(117,211)
26220 - Outstation Sub Ledger Control Account	0
26410 - Grants Received in Advance	0
26430 - Unearned Revenue	0
27110 - Purchase Card Sub Ledger	2,404
27140 - Workers Compensation Clearing	590
<b>Total Current Liabilities</b>	<b>(472,463)</b>
<b>Non Current Liabilities</b>	
43130 - Non-Current Provision Employee Long Service Leave	(47,496)
44900 - Lease Liability	(4,214,826)
<b>Total Non Current Liabilities</b>	<b>(4,262,322)</b>
<b>TOTAL LIABILITIES</b>	<b>(4,734,784)</b>
<b>NET ASSETS</b>	<b>9,929,524</b>
<b>Equity</b>	
51110 - Accumulated Surplus Deficit	(8,640,902)
Retain Earning Adjustment - PY Unspent grants	3,667,817
Unspent Grants - Current	(4,956,439)
<b>Total Equity</b>	<b>(9,929,524)</b>
<b>TOTAL EQUITY</b>	<b>(9,929,524)</b>
<b>REVENUE AND EXPENDITURE</b>	
<b>Revenue</b>	
61110 - Garbage General	(533,617)
61130 - Agency Income	(10,589)
61140 - Council Rates	(830,670)
61160 - Rent Employee Housing	(12,173)
61170 - Rent and Leases Property	(195,379)
61180 - Fuel Rebate Income	(9,417)
61200 - Hire of Council Assets	(19,215)
61210 - Interest Received	(22,086)
61900 - Rates and Fees CLEARING	0
62100 - NTG - Operational Grants	(2,738,279)
62110 - NTG - Special Purpose Grants (Operational)	(1,004,172)
62200 - Aust Gov - Operational Grants	(1,728,971)





## West Daly Regional Council

### Trial Balance

As at 28th February 2021

Description	Closing Balances 28th February 2021
62210 - Aust Gov - Capital Grants	(505,097)
62400 - Grant Income Other	(193,164)
63100 - Period Contracts - Airports	(61,098)
63110 - Period Contracts - Other	(93,117)
63130 - Landing Fee Income	(120,784)
63200 - Commercial Services Income	(78,186)
63300 - Fuel Sales - Diesel / ULP (to 3rd party customers)	(218)
63500 - Other Current Income	(28,983)
67140 - Profit / Loss on Disposal of Plant & Equipment	10,391
67150 - Profit / Loss on Disposal of Structures	0
67180 - Profit / Loss on Disposal of Site Improvements	0
68940 - Grant Income Opening Balance Brought Forward (Cr)	(3,667,817)
<b>TOTAL REVENUE</b>	<b>(11,842,642)</b>

#### Expenditure

71110 - Salary Normal	1,522,184
71120 - Salary Overtime	19,426
71130 - Salary Allowances	87,760
71140 - Sick Leave	41,032
71150 - Other Leave	7,797
71170 - Workers Compensation	49,580
71210 - Travel Allowance - Meals and Incidentals	14,471
71220 - Travel Allowance - Mileage	467
71230 - Accommodation	13,886
71240 - Fares - Air/Road	8,692
71250 - Taxi/Hire Car/Fares	297
71410 - Superannuation	163,905
71510 - Annual Leave	177,932
71520 - Long Service Leave	20,658
71531 - TOIL	506
71540 - Office Uniforms	1,608
71550 - Personal Protective Equipment	10,482
71560 - Recruitment & Relocation	30,708
71570 - Training	5,564
71575 - Screening and License Checks	720
71585 - Counselling and Rehabilitation	1,832
71600 - Office Amenities	6,923
71601 - Outsourced Services	286,904
72100 - Councillors Electoral Allowances	130,143
72110 - Councillors Extra Meeting Allowances	8,321
72210 - Councillors Travel Allowance - Meals and Incidentals	13,848
72230 - Councillors Accommodation	12,497
72240 - Councillors Fares Air / Road	9,422
73115 - Administration Fees	265,121
73120 - Advertising	5,886
73125 - Calling of tenders & quotes, analysis, evaln & award	2,233
73130 - Audit Expenses (external)	23,461
73140 - Levy, Fees and Charges	14,085
73150 - Cleaning Products and Contractors	18,939
73160 - Conferences, Seminars and Ceremonies	545





## West Daly Regional Council

### Trial Balance

As at 28th February 2021

Description	Closing Balances 28th February 2021
73180 - Audit and Risk Management Committee	719
73200 - Consulting Fees	87,613
73220 - Council Contributions	578
73230 - Utilities - Electricity	34,380
73240 - Utilities - Water & Sewerage	81,079
73260 - Hire of Plant, Equipment and Motor Vehicles	62,817
73290 - Licenses and Registrations - MV & PE	30,738
73300 - General Expenses	2,485
73321 - Health and Safety Expenses	9,536
73330 - Catering - Council, Committees, Seminars	2,748
73332 - Consumable Items	32,510
73340 - Operating Leases MV, Plant & Equipment	1,269
73343 - Operating Leases Office Equipment	4,162
73344 - Operating Leases Property	(15,283)
73350 - Printing, Postage (stamps) & Stationery	10,060
73400 - Subscriptions and Memberships	21,676
73420 - Accommodation (not employees or councillors)	44
73450 - Street Light Maintenance	2,019
73460 - Street Light Electricity Payments	10,182
73511 - Freight Expenses	38,907
73531 - Fuel Diesel /ULP	77,372
73540 - Insurance Premiums	488,629
73541 - Insurance Excess/Payout Expense - Others	50,000
73542 - Insurance Excess/Payout Expense - MV/ P&E	909
73800 - Contractors Materials and Labour	1,351,544
73830 - Repairs & Maintenance Plant (Small Plant Items)	34,578
73831 - Repairs & Maint MV & PE - Tyres	15,925
73832 - Repairs & Maint MV & PE - Servicing	25,632
73833 - Repairs & Maint MV & PE - Others	113,390
73834 - Repairs & Maintenance Roads	29,825
73836 - Repairs & Maintenance Buildings	275,795
73841 - Contractors Electrical	25,791
73842 - Contractors Plumbing/Gas	18,773
74110 - Depreciation - Building	0
74120 - Depreciation - Road Infrastructure	82,675
74130 - Depreciation - Plant & Equipment	217,995
74140 - Depreciation - Structures	7,485
74150 - Depreciation - Furniture, Fittings & Office Equip	325
74160 - Depreciation - Motor Vehicles	92,603
74170 - Depreciation - Site Improvements	10,247
74200 - Depreciation - ROU Assets	147,911
74330 - Asset Write Off - Plant & Equipment	17,900
74340 - Asset Write Off - Structures	0
74370 - Asset Write Off - Site Improvements	0
74600 - ICT Phone/Fax/Internet	123,857
74610 - ICT Satellite Telephone	15,740
74620 - ICT Mobile/ Modem Telephone	9,801
74630 - ICT Consultants / Service Providers	149,571
74650 - ICT Hardware < \$5,000	11,886
74740 - Materials Road base/Gravel	7,741
74760 - Materials Furniture & Office Equipment	12,456
74770 - Materials Tools	12,773

Report\_REPORT\_VDS CONSOLIDATED TB

Page 4 of 5



## West Daly Regional Council

### Trial Balance

As at 28th February 2021

Description	Closing Balances 28th February 2021
74780 - Materials Minor Assets < \$5,000	18,465
74781 - Outstation Assets - P& E	13,859
74782 - Minor Assets Replacement < \$5,000	3,090
74790 - Sports Equipment - Inc Uniforms, trophies etc	0
79000 - Small Balances Written Off	(1)
79020 - Committee Sitting Fees	4,779
79050 - Grants Returned - Unexpended	117,211
79070 - Doubtful Debts	16,503
79080 - Write Off Expenses (Other than Assets)	1,033
79090 - Interest on Lease Liability	197,998
<b>TOTAL EXPENDITURE</b>	<b>7,198,139</b>
<b>Reallocations'</b>	
91140 - Materials & Services Recovery	(49,065)
91210 - Plant and Vehicle Cost Alloc	397,200
91220 - Property Lease Cost Allocation	589,120
91500 - Cost Recovery	2,250
91510 - Plant and Vehicle Cost Recovery	(397,200)
91520 - Property Lease Cost Recovery	(589,120)
91910 - Administration Fees Cost Allocation	(265,121)
<b>TOTAL REALLOCATIONS</b>	<b>(311,935)</b>
<b>NET (SURPLUS)/DEFECIT</b>	<b>(4,956,439)</b>



FINANCIAL MANAGEMENT REPORT  
For the period ended 28 February 2021

## Snapshot - Financial Report





<b>Total Revenue</b> <b>\$ 11.8M</b> <small>Tied \$6.4M Untied \$5.4M</small>	<b>Current Ratio</b> <b>1.95</b>	<b>Total Cash at Bank</b> <b>\$ 7.4M</b> <small>Investments \$5M</small>
<b>Total Expenditures</b> <b>\$ 6.8M</b> <small>Tied \$2.6M Untied \$4.1M</small>	<b>Unspent Tied Funds</b> <b>\$ 3.2M</b>	<b>Current Assets</b> <b>\$ 7.8M</b>
<b>Local Authority</b> <b>\$ 881K</b>	<b>New Assets and Additions</b> <b>\$ 391K</b>	<b>Current Liabilities</b> <b>\$ 4.1M</b>

WDRC Financial Management Report Feb2021

## Actual vs Budget by Reporting Group

Account Category	Actual YTD	Budget YTD	Variance	%	Annual Budget	Progress
61 - Rates and Annual Charges	1,633,827	1,933,723	(299,896)	(16%)	2,050,056	80%
62 - Grants and Subsidies	6,169,684	6,628,048	(458,364)	(7%)	7,689,118	80%
63 - Other Current Income	382,386	440,833	(58,447)	(13%)	710,000	54%
67 - Loss on Disposal of Property Plant & Equipment	(10,391)	-	(10,391)	(100%)	-	(100%)
68 - Allocation Transfers / Adjustments	3,667,817	3,155,064	512,753	16%	3,155,064	100%
<b>Total Operational Revenue</b>	<b>11,843,323</b>	<b>12,157,668</b>	<b>(314,345)</b>	<b>(3%)</b>	<b>13,604,238</b>	<b>87%</b>
71 - Employees	2,473,332	3,044,999	(571,667)	(19%)	4,640,817	53%
72 - Councilors	174,231	194,245	(20,014)	(10%)	291,367	60%
73 - Materials and Contracts	3,256,670	5,428,592	(2,171,922)	(40%)	8,119,697	40%
74 - Depreciation/Other Expenses	966,381	1,469,581	(513,200)	(35%)	2,180,621	44%
79 - Other Expenses	337,523	5,667	331,856	5856%	8,500	100%
91 - ReAllocated Expenses	(311,935)	(256,687)	(55,248)	22%	(385,030)	81%
<b>Total Operational Expenditure</b>	<b>6,886,203</b>	<b>9,886,397</b>	<b>(3,000,194)</b>	<b>(30%)</b>	<b>14,855,972</b>	<b>46%</b>
<b>Total Operational Surplus</b>	<b>4,957,120</b>	<b>2,271,271</b>	<b>2,685,849</b>	<b>118%</b>	<b>(1,251,734)</b>	<b>(396%)</b>
37 - Works in Progress	-	234,068	(234,068)	(100%)	234,068	0%
54 - Asset Replacement Reserve	-	2,037,203	(2,037,203)	(100%)	1,485,803	0%
<b>Total Capital Surplus</b>	<b>-</b>	<b>2,271,271</b>	<b>(2,271,271)</b>	<b>(100%)</b>	<b>1,719,871</b>	<b>0%</b>

Legend:





 Unfavourable variance over \$25,000  
 Unfavourable variance under \$25,000  
 Favourable variance  
 Variance over \$250,000

WDRC Financial Management Report Feb2021

## Actual vs Budget - Tied Funds

Account Category	Actual YTD	Budget YTD	Variance	%	Annual Budget	Progress
61 - Rates and Annual Charges	-	-	-	0%	-	0%
62 - Grants and Subsidies	3,604,294	4,692,269	(1,087,975)	(23%)	5,083,049	71%
63 - Other Current Income	-	-	-	0%	-	0%
67 - Loss on Disposal of Property Plant & Equipment	-	-	-	0%	-	0%
68 - Allocation Transfers / Adjustments	2,840,537	2,327,784	512,753	22%	2,327,784	100%
<b>Total Tied Revenue</b>	<b>6,444,831</b>	<b>7,020,053</b>	<b>(575,222)</b>	<b>(8%)</b>	<b>7,410,833</b>	<b>87%</b>
71 - Employees	540,494	819,897	(279,403)	(34%)	1,250,741	43%
72 - Councilors	-	-	-	0%	-	0%
73 - Materials and Contracts	1,941,884	3,827,682	(1,885,798)	(49%)	5,915,471	33%
74 - Depreciation/Other Expenses	49,619	11,167	38,452	344%	16,750	100%
79 - Other Expenses	117,211	-	117,211	100%	-	100%
91 - ReAllocated Expenses	127,600	105,869	21,731	21%	158,804	80%
<b>Total Tied Expenditure</b>	<b>2,776,808</b>	<b>4,764,615</b>	<b>(1,987,807)</b>	<b>(42%)</b>	<b>7,341,766</b>	<b>38%</b>
<b>Total Tied Surplus</b>	<b>3,668,023</b>	<b>2,255,438</b>	<b>1,412,585</b>	<b>63%</b>	<b>69,067</b>	<b>100%</b>



Legend:

 Unfavourable variance over \$25,000  
 Unfavourable variance under \$25,000  
 Favourable variance  
 Variance over \$250,000





WDRC Financial Management Report Feb2021



## Actual vs Budget - United Funds

Account Category	Actual YTD	Budget YTD	Variance	%		Annual Budget	Progress
61 - Rates and Annual Charges	1,633,827	1,933,723	(299,896)	(16%)		2,050,056	80%
62 - Grants and Subsidies	2,565,390	1,935,779	629,611	33%		2,606,069	98%
63 - Other Current Income	382,386	440,833	(58,447)	(13%)		710,000	54%
67 - Loss on Disposal of Property/Plant & Equipment	(10,391)	-	(10,391)	(100%)		-	(100%)
68 - Allocation Transfers / Adjustments	827,280	827,280	-	0%		827,280	100%
<b>Total United Revenue</b>	<b>5,398,492</b>	<b>5,137,615</b>	<b>260,877</b>	<b>5%</b>		<b>6,193,405</b>	<b>87%</b>
71 - Employees	1,932,838	2,225,101	(292,263)	(13%)		3,390,076	57%
72 - Councilors	174,231	194,245	(20,014)	(10%)		291,367	60%
73 - Materials and Contracts	1,314,786	1,600,909	(286,123)	(18%)		2,204,226	60%
74 - Depreciation/Other Expenses	906,762	1,458,414	(551,652)	(38%)		2,163,871	42%
79 - Other Expenses	220,312	5,667	214,645	3788%		8,500	100%
91 - ReAllocated Expenses	(439,535)	(362,556)	(76,979)	21%		(543,834)	81%
<b>Total United Expenditure</b>	<b>4,109,394</b>	<b>5,121,780</b>	<b>(1,012,386)</b>	<b>(20%)</b>		<b>7,514,206</b>	<b>55%</b>
<b>Total United Surplus</b>	<b>1,289,098</b>	<b>15,835</b>	<b>1,273,263</b>	<b>8041%</b>		<b>(1,320,801)</b>	<b>(98%)</b>

Legend:

 Unfavourable variance over \$25,000  
 Unfavourable variance under \$25,000  
 Favourable variance  
 Variance over \$250,000

## Local Authority

Location	Income FY8/19	Income FY19/20	Income FY20/21	Expenses	Commitments	Balance from 18/19	Total Balance
300 - Ngannarriyanga	62,270	46,976	56,700	(18,585)	(38,798)	4,887	108,563
400 - Peppimenarti	0	7,824	25,800	(2,906)	0	0	30,718
700 - Wadeye	360,221	374,089	383,200	(234,395)	(140,744)	(14,918)	742,371
<b>Total</b>	<b>422,491</b>	<b>428,889</b>	<b>465,700</b>	<b>(255,886)</b>	<b>(179,542)</b>	<b>(10,031)</b>	<b>881,652</b>



## Net Current Assets

	Feb-21	Jan-21	Variance
<b>Current Assets</b>			
Cash in Bank	7,440,003	7,601,466	(161,463) Decreased
Receivable	341,418	550,287	(208,869) Decreased
<b>Total</b>	<b>7,781,421</b>	<b>8,151,753</b>	<b>(370,332)</b>
<b>Current Liabilities</b>			
Staff Liability	288,898	272,893	16,005 Increased
Trade & Other Liabilities	231,060	199,861	31,199 Increased
Unspent Grants (tied fund)	3,207,967	3,310,675	(102,708) Decreased
PO Commitment (tied fund)	460,678	465,708	(5,030) Decreased
<b>Total</b>	<b>4,188,603</b>	<b>4,249,137</b>	<b>(60,534)</b>
<b>Net Current Assets</b>	<b>3,592,818</b>	<b>3,902,616</b>	<b>(309,798)</b>

WDRC Financial Management Report Feb2021

Cash at Bank

	Feb-21	Jan-21	Variance	
Cash at Bank Operational	70,405	182,252	(111,847)	Decreased
Cash at Bank Trust	2,368,598	2,418,214	(49,616)	Decreased
Cash Investment - Fixed Term	5,000,000	5,000,000	-	-
Cash on Hand Petty Cash	1,000	1,000	-	-
Total	5,001,000	5,001,000	-	

Term Deposit Details

Product	Actual Balance	Available Balance	Interest Rate	Maturity
Fixed Term Deposit	\$1,000,000.00	\$0.00	0.22%	5/07/2021
Fixed Term Deposit	\$1,000,000.00	\$0.00	0.24%	11/06/2021
Fixed Term Deposit	\$1,000,000.00	\$0.00	0.28%	25/05/2021
Fixed Term Deposit	\$1,000,000.00	\$0.00	0.46%	19/04/2021
Fixed Term Deposit	\$1,000,000.00	\$0.00	0.50%	29/03/2021

## Current Ratio

*“How much dollars we have for every dollar we owe?”*

Current Assets		Current Liabilities	
Cash in Bank	7,440,003	Payables - Trades	5,731
Less: Grants to be refunded	117,211	Payables - Others	108,118
	<b>7,322,792</b>	Grants in advance	0
Receivable	311,954	Commitments	460,678
Prepayments	29,464		
Less:		Unspent Tied Grants	3,207,967
Staff Liability	288,898	(Agency & Core)	
	<b>7,375,312</b>		<b>3,782,494</b>

**1.95**

### Current Ratio for FY2020/21

Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21
1.40	1.60	2.23	2.07	1.94	1.97	1.84	2.01	1.95				

## New Assets and Additions for FY2020/21

Asset Number	Description	Location	Commission Date	Amount
<b>New Assets</b>				
MV-000070	Toyota Hilux CE02WV	Wadeye	1/07/2020	\$ 40,560
MV-000071	Toyota Landcruiser CE15XA	Wadeye	15/07/2020	55,105
MV-000072	Toyota Landcruiser Wagon GX CE30VT	Wadeye	11/02/2021	88,982
PE-000145	550L Poly Water Tank	Peppimenarti	15/07/2020	5,500
PE-000146	Thermal Fogger	Wadeye	9/11/2020	9,917
PE-000147	Portable LED Screen Trailer Display	Ngamariyanga	1/01/2021	77,690
PE-000148	Kubota Front End Loader/Tractor CE28LA	Peppimenarti	1/01/2021	60,700
SI-000047	Shed Kit	Ngamariyanga	1/08/2020	44,318
				<b>382,772</b>
<b>Addition to Existing Assets</b>				
PE-000105	CAT 232B2 Skidsteer	Wadeye	1/09/2015	8,309
				<b>8,309</b>
				<b>Total Assets Commissioned \$ 391,081</b>

## **WEST DALY REGIONAL COUNCIL**

### **FOR THE COUNCIL MEETING OF 24 MARCH 2021**

#### **Report for Agenda Item No 3**

**Prepared by**                      **Rebecca Purser, Manager Corporate**

#### **Local Authority Minutes and Recommendations to Council**

##### **Purpose**

As per Local Authority Guideline 8, Part 17, a Regional Council must consider the minutes of the Local Authority Meetings.

Council must also consider and approve any recommendations made by the Local Authority and Council's decision regarding recommendations is to be reported back to the Local Authority at its next meeting.

##### **Background**

Attached are the Local Authority Minutes for:

- a. Tuesday 9 March – Nganmarriyanga LA
- b. Wednesday 10 March - Wadeye LA (Provisional Meeting Minutes)

Peppimenarti LA did not meeting quorum and the meeting did not proceed.

##### **Impact for Council**

Compliance with legislation and guidelines.

##### **Recommendation**

- 1. That Council receives and notes the Local Authority Minutes for Nganmarriyanga and Wadeye for 9 and 10 March 2021 respectively.**

- 2. That Council approves the following Local Authority Recommendations:**

##### **WADEYE:**

- a) to allocate an amount up to \$80,000 for the purchase of three new zero turn mowers for Wadeye**

- b) to allocate an amount up to \$20,000 for the cemetery fence at**

**Manthathpe.**

- c) to allocate an amount up to \$8,000 for the purchase and installation of a cool water bubbler at councils office
- d) to allocate an amount up to \$1,600 to purchase 700 personal water bottles.
- e) to allocate an amount of \$300,000 as co-contribution to support the Council's submission to the Building Better Regions fund for the replacement of the Wadeye Swimming Pool

**NGANMARRIYANGA**

- a) the resignation of Jill Wodidj
- b) for Lorraine Kerringbo to be appointed as a Local Authority Member for Nganmarriyanga.
- c) to allocate an amount of \$28,000 for playground equipment and shade structure.

**Attachments**

- 1 Nganmarriyanga Minutes
- 2 Wadeye Minutes



MINUTES OF THE MEETING HELD IN THE NGANMARRIYANGA  
MEETING ROOM ON TUESDAY, 9 MARCH 2021 AT 10:00AM

### **WELCOME AND MEETING ARRANGEMENTS**

Chairperson Amy Narburup declared the meeting open at 10:27am and welcomed all in attendance.

### **ATTENDANCE AND APOLOGIES**

#### **Attendance**

Chairperson	Amy Narburup
Local Authority Member	John Paul Wodidj
Local Authority Member	Warren Wodidj
Local Authority Member	Jeff Wodidj
Local Authority Member	Alec Jacky
Local Authority Member	Sandra Jacky
Local Authority Member	Roger Wodidj
Local Authority Member	Jimmy Murielle
Councillor	Ralph Narburup

#### **Apologies**

Local Authority Member	Andrea Cameron
Local Authority Member	Moses Wodidj
Local Authority Member	Jack Wodidj
Mayor	John Wilson

#### **Staff**

Chief Executive Officer	Matthew Eastham
Deputy CEO	Peter Holt
Manager Corporate	Rebecca Purser
Civil Services Supervisor	Damian Blair

#### **Guests**

Mick Dodson	NT Treaty Commissioner
Steve Rossingh	NT Treaty Commission
Sandra De Santis	NT Treaty Commission
Aneurin Townsend	Department of Chief Minister

### **Motion:**

- 1. That the Local Authority notes and accepts the apologies received from Andrea Cameron, Moses Wodidj, Jack Wodidj and John Wilson.**
- 2. That the Local Authority notes the resignation received from Jill Wodidj.**

Moved: Alec Jacky

Seconded: Jimmy Muriel

Carried: Unanimously

**CONFIRMATION OF MINUTES**

**Minutes of the Palumpa Local Authority Meeting held on 8 December 2020**

001/2021 **Motion:**

**That the minutes be taken as read and be accepted as a true record of the Meeting.**

Moved: Alec Jacky  
Seconded: Cr. Narburup  
Resolution: Unanimously

**Guest Presentations:-****Australia Bureau of Statistics - Presentation**

ABS have commenced recruitment of over 300 Census remote area team roles across Australia to work on the upcoming Census.

The teams will comprise Remote Area Management Team Leaders and Remote Area Management Team Members that will expand in size in the lead up to Census.

Both roles have responsibility for ensuring that people in remote and very remote areas are counted in the Census, including in Aboriginal and Torres Strait Islander communities and homelands.

Team leaders will be responsible for the recruitment and management of remote field staff, and along with the Team members will work with local Community Field Officers to provide assistance and support to communities and households to participate, and follow up on households that have not completed their Census.

ABS is currently focused on recruiting candidates within the local area that have strong connections to remote communities and families.

Temporary contracts are available and range in remuneration between \$36.90 - \$48.30 per hour.

No motion required – presentation was for information purposes only.

**REPORTS****1) Chief Executive Officer's Report**

The CEO provided a verbal update to Local Authority Members.

002/2021 **Motion:**

**1. That the Local Authority receives and notes the CEO's report.**

Moved: Jeff Wodidj  
Seconded: Jimmy Murielle  
Resolution: Unanimously

**2) Ordinary Council Meeting Minutes**

003/2021 **Motion:**



**1. That the Local Authority receives and notes the Ordinary Council Meeting Minutes dated 16 December 2020.**

Moved: Sandra Jacky  
 Seconded: John Paul Wodidj  
 Resolution: Unanimously

**3) Attendance Records**

Verbal nomination received from Lorraine Kerringbo.

Noted resignation received on behalf of Jill Wodidj.

**004/2021 Motion:**

**1. That the Local Authority receives and notes the attendance records update.**

**2. That the Local Authority makes recommendation to Council for Lorraine Kerringbo to be appointed as a Local Authority Member for Nganmarriyanga.**

Moved: Warren Wodidj  
 Seconded: Jeff Wodidj  
 Resolution: Unanimously

**4) Hearing for Learning - Presentation Menzies School of Health**

Corporate Manager presented on behalf of Menzies

The Hearing for Learning Initiative is an innovative community-based approach founded on evidence-based research by Menzies School of Health Research Ear Program in Indigenous ear health. The primary objectives are to develop, implement and evaluate the Initiative's model of enhanced ear health care and hearing support, delivered by newly funded positions for local community members (40 Ear Health Facilitators) across 20 communities for up to 4 years.

Wadeye and Palumpa have been selected as one of the next 4 communities to receive paid on-country Ear Health Facilitated training from April 2021. The training duration is 6-weeks, and is facilitated in 2-week blocks between Monday-Friday. The training will be delivered on-country in Wadeye and Palumpa by a Clinical Research Training Officer and Community Liaison Officer from the Menzies Hearing For Learning Team. There are up to 5 training places within this program. The training is also paid at an hourly rate with lunch provided.

At the completion of the training program, 1 or 2 new Ear Health Facilitator positions will be available in Palumpa and Wadeye for the trainees to apply for, and selection for the roles is the decision of a Community Reference Group within each community. The Community Reference Group will be made up of 3 local elders, and at least 1 the Health Clinic Staff, and 1 representative from the School.

The trainees who participate in the program need to;

- Be Aboriginal and local to Palumpa/Wadeye
- Speak local language
- Have reading and writing skills in English
- Be able to acquire an Ochre Card
- Be willing to obtain a National Police Clearance

**005/2021 Motion:**

**1. That the Local Authority supports the continuation of the Hearing for Learning Initiative.**

Moved: John Paul Wodidj  
Seconded: Jimmy Murielle  
Resolution: Unanimously

**5) CSM Report - Nganmarriyanga**

**006/2021 Motion:**

**1. That the Local Authority receives and notes the Community Services Manager's report.**

Moved: Jeff Wodidj  
Seconded: Sandra Jacky  
Resolution: Unanimously

**6) Finance Report - February 2021**

**007/2021 Recommendation**

**1. That the Local Authority receives and notes the financial information provided by Council for period ending February 2021.**

Moved: John Paul Wodidj  
Seconded: Alec Jacky  
Resolution: Unanimously

**7) Supply and Installation of Shade Structure and Seating at the Cemetery**

LA members stated concern over people climbing onto the roof of the shade structure. Plans including protective barriers to be presented to LA at its next meeting

**0088/2021 Recommendation**

**1. That the Local Authority requests a detailed drawing of the Shade Structure to be presented to LA members.**

Moved: John Paul Wodidj  
Seconded: Jimmy Murielle  
Resolution: Unanimously

**8) Supply of Playground Equipment**

Fencing options will be presented to LA members at it's next meeting.

**0099/2021 Recommendation**

**1. That the Local Authority recommends to Council that the amount of \$28,000 be approved for playground equipment and the shade structure.**

Moved: Jeff Wodidj  
 Seconded: Alec Jacky  
 Resolution: Unanimously

**9) Street Naming**

Deferred – further consultation required

**10) Protection of Burial Site Behind Lot 41 and 42**

Deferred – full fencing project scope required.

**11) Regional Plan 2021/22**

**1. That the Local Authority considers Local Authority Projects to include in the Regional Plan.**

010/202

1

Moved: Cr. Wodidj  
 Seconded: Cr. Wodidj  
 Resolution: Unanimously

**GUEST SPEAKERS**

**NT Treaty Commissioner - Presentation**

NT Treaty Commissioner, Professor Mick Dodson AM advised that his job is to write a Final Report to the Chief Minister by March 2022 on how treaties between Aboriginal Territorians and the NT Government could be made.

- The Treaty Commission released a detailed Discussion Paper in June 2020 that proposes a framework for future Treaty Negotiations. The Discussion Paper also details how modern treaties are working in Canada and New Zealand and the legal issues that affect Treaties in the NT.
- The Discussion Paper proposes a framework that could lead to Treaties between the NT Government (NTG) and individual First Nation Governments. For example: the NTG and the Yolngu Nation Government, the NTG and the Walpiri First Nation Government; or the NTG and the Arrernte First Nation Government, etc.
- The Discussion Paper noted a few other key points:
  - The key objective of Treaties must be to achieve real change and substantive long term benefits for Aboriginal people in the NT;
  - It will take a long time to negotiate each Treaty – approximately 20 years;
  - All parties need to be “treaty ready” before treaties can be negotiated;
  - Treaties must be negotiated in good faith and with equality of standing;
  - Treaties should not be “full and final” settlements like Land Claims or Native Title Agreements. They should be “living” documents;
  - The rights contained in the United Nations Declaration on the Rights of Indigenous Peoples should be the minimum standard for NT Treaties;
  - Truth telling is an important part of treaty making and should start now.

No motion required – presentation was for information purposes only.

**NEXT MEETING** - Tuesday 4 May 2021 at 9:30am

**MEETING CLOSE** The meeting closed at 12:30pm.

THIS PAGE AND THE PRECEEDING 5 PAGES ARE THE MINUTES OF THE Meeting of  
Palumpa Local Authority HELD ON Tuesday, 9 March 2021 AND CONFIRMED \_\_\_\_\_ .

Unconfirmed



MINUTES OF THE PROVISIONAL MEETING HELD IN THE  
WADEYE MEETING ROOM ON  
WEDNESDAY, 10 MARCH 2021 AT 10:00AM

**Guideline 8**

*"Provisional meeting means, at the time and place set for a local authority meeting when a quorum has not been established, number of members (appointed or elected) present is one third or more of the number of appointed members for the local authority."*

**WELCOME AND MEETING ARRANGEMENTS**

Chairperson Leon Melpi declared the provisional meeting open at 10:19am and welcomed all in attendance.

**ATTENDANCE AND APOLOGIES**

**Attendance**

Chairperson	Leon Melpi
Councillor	Wally Minjin
Local Authority Member	Damien Tunmuck
Local Authority Member	Timothy Dumoo
Local Authority Member	Wilfred Harris
Local Authority Member	Ken James

**Apologies**

Local Authority Member	Cyril Ninnal
Local Authority Member	Mark Ninnal
Mayor	John Wilson
Deputy Mayor	Terry Sams
Councillor	Mark Martin
Councillor	Mark Tunmuck-Smith

**Staff**

Chief Executive Officer	Matthew Eastham
Deputy CEO	Peter Holt
Manager Corporate	Rebecca Purser
Community Services Manager	Troy Pollard

**Guests**

Jenny Jenkins	Hearing for Learning, Menzies School of Education
Neville Khan	Australian Bureau of Statistics
Piers Peters-Snow	Australian Bureau of Statistics
Mick Dodson	NT Treaty Commissioner
Steve Rossingh	NT Treaty Commission
Sandra De Santis	NT Treaty Commission
Aneurin Townsend	Department of Chief Minister

**Motion:**

**That the Local Authority notes and accepts the apologies received**

from Cyril Ninnal, Mark Ninal, John Wilson, Terry Sams, Mark Martin and Mark Tunmuck-Smith.

Moved: Wilfred Harris  
 Seconded: Cr. Minjin  
 Resolution: Unanimously

#### **CONFIRMATION OF MINUTES**

**Minutes of the Wadeye Local Authority Provisional Meeting held on 9 December 2020**

001/2021 **Motion:**

**That the provisional minutes be taken as read and be accepted as a true record of the Meeting.**

Moved: Wilfred Harris  
 Seconded: Cr. Minjin  
 Resolution: Unanimously

#### **Guest Presentations:-**

##### **Hearing for Learning - Presentation by Menzies School of Health**

The Hearing for Learning Initiative is an innovative community-based approach founded on evidence-based research by Menzies School of Health Research Ear Program in Indigenous ear health. The primary objectives are to develop, implement and evaluate the Initiative's model of enhanced ear health care and hearing support, delivered by newly funded positions for local community members (40 Ear Health Facilitators) across 20 communities for up to 4 years.

Wadeye and Palumpa have been selected as one of the next 4 communities to receive paid on-country Ear Health Facilitated training from April 2021. The training duration is 6-weeks, and is facilitated in 2-week blocks between Monday-Friday. The training will be delivered on-country in Wadeye and Palumpa by a Clinical Research Training Officer and Community Liaison Officer from the Menzies Hearing For Learning Team. There are up to 5 training places within this program. The training is also paid at an hourly rate with lunch provided.

At the completion of the training program, 1 or 2 new Ear Health Facilitator positions will be available in Palumpa and Wadeye for the trainees to apply for, and selection for the roles is the decision of a Community Reference Group within each community. The Community Reference Group will be made up of 3 local elders, and at least 1 the Health Clinic Staff, and 1 representative from the School.

The trainees who participate in the program need to;

- Be Aboriginal and local to Palumpa/Wadeye
- Speak local language
- Have reading and writing skills in English
- Be able to acquire an Ochre Card
- Be willing to obtain a National Police Clearance

002/2021 **Motion:**

**1. That the Local Authority supports the continuation of the Hearing for Learning Initiative.**

Moved: Cr. Minjin  
 Seconded: Wilfred Harris  
 Resolution: Unanimously

### **Australia Bureau of Statistics - Presentation**

ABS have commenced recruitment of over 300 Census remote area team roles across Australia to work on the upcoming Census.

The teams will comprise Remote Area Management Team Leaders and Remote Area Management Team Members that will expand in size in the lead up to Census.

Both roles have responsibility for ensuring that people in remote and very remote areas are counted in the Census, including in Aboriginal and Torres Strait Islander communities and homelands.

Team leaders will be responsible for the recruitment and management of remote field staff, and along with the Team members will work with local Community Field Officers to provide assistance and support to communities and households to participate, and follow up on households that have not completed their Census.

ABS is currently focused on recruiting candidates within the local area that have strong connections to remote communities and families.

Temporary contracts are available and range in remuneration between \$36.90 - \$48.30 per hour.

No motion required – presentation was for information purposes only.

### **NT Treaty Commissioner - Presentation**

NT Treaty Commissioner, Professor Mick Dodson AM advised that his job is to write a Final Report to the Chief Minister by March 2022 on how treaties between Aboriginal Territorians and the NT Government could be made.

- The Treaty Commission released a detailed Discussion Paper in June 2020 that proposes a framework for future Treaty Negotiations. The Discussion Paper also details how modern treaties are working in Canada and New Zealand and the legal issues that affect Treaties in the NT.
- The Discussion Paper proposes a framework that could lead to Treaties between the NT Government (NTG) and individual First Nation Governments. For example: the NTG and the Yolngu Nation Government, the NTG and the Walpiri First Nation Government; or the NTG and the Arrernte First Nation Government, etc.
- The Discussion Paper noted a few other key points:
  - The key objective of Treaties must be to achieve real change and substantive long term benefits for Aboriginal people in the NT;
  - It will take a long time to negotiate each Treaty – approximately 20 years;
  - All parties need to be “treaty ready” before treaties can be negotiated;
  - Treaties must be negotiated in good faith and with equality of standing;
  - Treaties should not be “full and final” settlements like Land Claims or Native Title Agreements. They should be “living” documents;
  - The rights contained in the United Nations Declaration on the Rights of Indigenous Peoples should be the minimum standard for NT Treaties;
  - Truth telling is an important part of treaty making and should start now.

No motion required – presentation was for information purposes only.



**REPORTS****1) Chief Executive Officer's Report**

CEO provided LA members with a brief introduction of himself.

DCEO provided update on the community bus and that delivery is expected in approximately 4 months.

003/2021 **Motion:**

**1. That the Local Authority receives and notes the CEO's report.**

Moved: Cr. Minjin

Seconded: Timothy Dumoo

Resolution: Unanimously

**2) Ordinary Council Meeting Minutes re: LA Recommendations to Council**

004/2021 **Motion:**

**1. That the Local Authority receives and notes the Ordinary Council Meeting Minutes dated 16 December 2020.**

Moved: Ken James

Seconded: Damien Tunmuck

Resolution: Unanimously

**3) Attendance Records**

005/2021 **Motion:**

**1. That the Local Authority receives and notes the attendance records update.**

Moved: Cr. Minjin

Seconded: Wilfred Harris

Resolution: Unanimously

**5) Community Service Manager's Report – Wadeye**

Matters to Note:

- Council will be undertaking a full review of its waste management
- The Men's Shed is able to assist with the manufacturing of the bin stands.

006/2021 **Motion:**

**1. That Local Authority received and notes the Wadeye Community Services Manager's Report**



2. Local Authority makes recommendation to council to allocate an amount up to \$80,000 for the purchase of three new zero turn mowers for Wadeye
3. Local Authority makes recommendation to council to allocate an amount up to \$20,000 for the cemetery fence at Manthathpe

Moved: Wilfred Harris  
Seconded: Ken James  
Resolution: Unanimously

**6) Finance Report - February 2021**

DCEO advised that the next finance report to Local Authority will include detailed Local Authority Project Funding breakdown.

007/2021 **Motion:**

1. That the local authority receives and notes financial information provided by Council for period ending February 2021.

Moved: Wilfred Harris  
Seconded: Ken James  
Resolution: Unanimously

**7) Regional Plan 2021/22**

008/2021 **Motion:**

1. That the Local Authority considers Local Authority Projects to include in the Regional Plan.

Moved: Cr. Minjin  
Seconded: Timothy Dumoo  
Resolution: Unanimously

**LATE ITEMS**

**1) Healthy Lifestyle Project – Water Bubbler**

009/2021 **Motion:**

1. That That Local Authority accepts the Wadeye community service Managers Report
2. Local Authority makes recommendation to council to allocate an amount up to \$8,000 for the purchase and installation of a cool water bubbler at councils office
3. Local Authority makes recommendation to council allocate an amount up to \$1,600 to purchase 700 personal water bottles.

Moved: Ken James  
Seconded: Wilfred Harris  
Resolution: Unanimously

**2) Wadeye Swimming Pool**

010/2021 **Motion:**

**That the Wadeye Local Authority makes recommendation to Council for the allocation of an amount of \$300,000 as co-contribution to support the Council's submission to the Building Better Regions fund for the replacement of the Wadeye Swimming Pool.**

Moved: Ken James  
Seconded: Wilfred Harris  
Resolution: Unanimously

**NEXT MEETING** Wednesday 5 May 2021

**MEETING CLOSE** Chairperson Melpi closed the meeting at 12:40pm

THIS PAGE AND THE PRECEEDING 5 PAGES ARE THE MINUTES OF THE Meeting of Wadeye Local Authority HELD ON Wednesday, 10 March 2021 AND CONFIRMED .



## **WEST DALY REGIONAL COUNCIL**

### **FOR THE COUNCIL MEETING OF 24 MARCH 2021**

#### **Report for Agenda Item No 4**

**Prepared by Kristine Matienzo, Grants Manager**

#### **Healthy Lifestyle Grant for Healthy Lifestyle Projects**

##### **Purpose**

To present to Council successful grant application with Department of Health under the Healthy Lifestyle Grant for Healthy Lifestyle Projects.

To present to Council Short Form Grant Agreement for acceptance, approval and affix the common seal between the Northern Territory of Australia, care of its agency Department of Health and West Daly Regional Council.

##### **Background**

The Department of Health is pleased to offer funding of \$18,110 ex GST for the following:

Installation of water bubbler in Peppimenarti - \$5,000 ex GST

Installation of water bubbler in Nganmarriyanga - \$5,000 ex GST

Installation of water bubbler in Wadeye - \$5,000 ex GST

Water bottles to be provided to community residents and school children in Peppimenarti and Nganmarriyanga - \$3,110

Total Funding provided: \$18,110.00

##### **Impact for Council**

Wadeye's water bubbler cost amounts to \$11,400. At Wadeye Local Authority meeting on the 10<sup>th</sup> of March, 2021 the Local Authority makes recommendation to Council to allocate an amount up to \$8,000 for the purchase and installation of a cool water bubbler at Council office. Resolution 009/2021

Water bottles have been decided to be provided to Wadeye community as well.

At Wadeye Local Authority meeting on the 10<sup>th</sup> of March, the Local Authority makes recommendation to Council to allocate an amount up to \$1,600 to purchase 700 water bottles. Resolution 009/2021

**Recommendation**

1. That Council accepts the grant funding of \$18,110 and approves the use of the common seal on the Short Form Grant Agreement for Healthy Lifestyle Grant from the Department of Health.

**Attachments**

- 1 Grant outcome
- 2 Short Form Agreement



Department of HEALTH

Level 8  
Manunda Place  
38 Cavenagh St, Darwin, NT, 0800

Postal address  
GPO Box 40596  
Casuarina, NT, 0811

E [HPSCorrespondence.DOH@nt.gov.au](mailto:HPSCorrespondence.DOH@nt.gov.au)

T 08 89227 539

File reference  
EDOC2020/36293

Mr Steve Horton  
A/Chief Executive Officer  
West Daly Regional Council  
Via email: [ceo@westdaly.nt.gov.au](mailto:ceo@westdaly.nt.gov.au)

Dear Mr Horton

**Re: Healthy Lifestyle Grants outcome**

I am pleased to inform you that the Department of Health has finalised the assessment of the Northern Territory Government's Healthy Lifestyle Grant applications for 2020-2021.

The Department of Health received an excellent response with 23 applications, of which 13 were from Local Government Councils across the Territory.

The Grants Assessment Panel, with representation from Local Government and Community Development and Health System Policy and Strategy, deliberated and made recommendations for 11 applications to be funded up to \$30,000.

I am pleased to inform you that the following initiative from West Daly Regional Council has been supported:

- Create health promoting environments by providing access to clean drinking water at selected key community meeting points.

The Department of Health will contact you to discuss the funding agreement and the terms and conditions of the grant.

If you require further information in the interim, please contact Anshul Kaul, Senior Policy officer, Health Improvement via email on [anshul.kaul@nt.gov.au](mailto:anshul.kaul@nt.gov.au)

Yours sincerely

A handwritten signature in black ink, appearing to read "mckay", written in a cursive style.

Michelle McKay  
Acting Deputy Chief Executive  
23 February 2021

# Northern Territory of Australia

## Short Form Grant Agreement: Healthy Lifestyle Grant For Healthy Lifestyle Projects

### DETAILS

<b>Grant Activity</b>	Install new water bubblers in Wadeye, Peppimenarti and Nganmarriyanga.		
<b>Us, We, Our (the Territory)</b>	Northern Territory of Australia, care of its agency <b>Department of Health</b> ABN 84085734992		
<b>Our Contact Details</b>	Contact name	Anshul Kaul	
	Contact person position	Senior Policy Officer	
	Postal Address	PO Box 40596, Casuarina, NT 0811	
	Telephone	08 8985 8026	
	Email	<a href="mailto:HealthPromotionNT.DoH@nt.gov.au">HealthPromotionNT.DoH@nt.gov.au</a>	
<b>You, Your, the Recipient)</b>	West Daly Regional Council (ABN25966579574)		
	<b>Registered (or required to be registered) for GST</b>	Yes	
<b>Your Contact Details</b>	Contact name	Kristine Matienzo	
	Contact person position	Grants Manager	
	Postal Address	GPO Box 36294, Winnellie NT 0821	
	Telephone	08 7922 6404	
	Email	<a href="mailto:grants@westdaly.nt.gov.au">grants@westdaly.nt.gov.au</a>	
<b>Bank Account details for payment of Grant</b>	Account Name	West Daly Regional Council	
	Bank	Commonwealth Bank of Australia	
	Account Number	11026791	BSB Code 065 901
<b>Grant Purpose</b>	<p><b>Purpose of the Grant Activity:</b></p> <p>Council plans to install new water bubblers in Wadeye, Peppimenarti and Nganmarriyanga. For Wadeye and Peppimenarti, it will be installed outside the Council office and in Nganmarriyanga in front of Council Centrelink office for community residents to have access to a clean and safe drinking water.</p> <p>Council also plans to provide water bottles to community residents and school children to increase water consumption and create health promoting environments in places where people from our communities spend their time.</p> <p><b>Objectives of the Grant Activity:</b></p>		

	Provide a basic necessity (water), promote healthy lifestyle, to increase consumption of water, create health promoting environments where people from communities spend their time. <b>Detailed Description of the Grant Activity:</b> Provide a basic necessity (water), promote healthy lifestyle, to increase consumption of water, create health promoting environments where people from communities spend their time. <b>Conduct of the Grant Activity:</b> The service will maintain a smoke free policy to enclosed buildings and vehicles. The service will only endorse/provide healthy eating options. Acquittals and project report at the end of the project.						
<b>Grant</b>	<b>Grant Amount</b>		<b>GST Amount</b> (if applicable)				
	\$# exclusive of GST \$18,110.00		<input type="checkbox"/> No GST payable <input checked="" type="checkbox"/> GST Amount \$ <b>1811</b>				
	<a href="https://ntgcentral.nt.gov.au/ntg-tools-services/money-and-finance/financial-management/treasury-circulars/tax">https://ntgcentral.nt.gov.au/ntg-tools-services/money-and-finance/financial-management/treasury-circulars/tax</a>						
<b>Payment Requirements</b>	The Grant will be paid in accordance with the following table, provided that you are compliant with this Agreement.						
	<b>Pmt No.</b>	<b>Requirement</b>	<b>Anticipated Date</b>	<b>Payment Amount (excl GST)</b>	<b>GST Amount</b> (if applicable or N/A)		
	1.	Both parties sign this Agreement	26/2/2021	18,110.00			
	2.						
<b>Reporting Requirements</b>	<b>Requirement</b>				<b>Due Date</b>		
	1. Project report achievement against objectives, activities, performance measures Final acquittal						
<b>Acquittal Requirements</b>	<b>Requirement</b>				<b>Due Date</b>		
	1. Completed and certified Final Acquittal Form (at Schedule.						
<b>Grant Period</b>	1 July 2020 to 30 June 2022						
<b>Special Conditions:</b>	Nil						

## TERMS AND CONDITIONS

### 1. Interpretation and Definitions

- 1.1 A word or phrase in this Agreement that is capitalised is a reference to that word or phrase in the first column of the Details at the start of this Agreement, or as otherwise defined in these terms.
- 1.2 No rules of construction apply to the disadvantage of a party on the basis that that party was responsible for the preparation of this document or any part of it.

1.3 The word “including” is not a word of limitation.

**2. Acknowledgments**

2.1 You acknowledge:

- (a) and agree that this Agreement is, and is intended to be, legally binding;
- (b) your failure to comply with this Agreement may be taken into consideration in any future grant applications and may result in you being excluded from consideration for subsequent or other funding;
- (c) where you have an Australian Business Number (ABN), details of this grant may be provided by us to the Australian Taxation Office;
- (d) and agree we may do anything in connection with this Agreement that may be required for compliance with our public accountability responsibilities, including legislative obligations under privacy and freedom of information laws and the *Independent Commissioner Against Corruption Act 2017* (NT) (“**ICAC Act**”); and
- (e) you are a “public body” for the purposes of the ICAC Act with respect to the Grant and you are subject to mandatory obligations under that Act to report suspected improper conduct.

**3. Special Conditions and Additional Conditions**

3.1 You must comply with the Special Conditions (if any) and the Additional Conditions to the extent they have application to you or the Grant Activity.

3.2 To the extent of any inconsistency between the documents or parts comprising this Agreement, then the following order of precedence will apply:

- (a) the Special Conditions;
- (b) the Additional Conditions;
- (c) these terms and conditions;
- (d) the Details; and
- (e) any other document incorporated by reference.

**4. Grant of funding**

4.1 We agree to pay you the Grant subject to the terms and conditions set out in this Agreement.

4.2 We will pay the Grant to you in accordance with the Payment Requirements by electronic funds transfer to your Bank Account provided that we have received a tax compliant invoice or, where we issue a recipient created tax invoice, we have issued that invoice.

4.3 The Grant must be held only in an account in your name at a bank, credit union or building society that is registered in Australia.

**5. Use of the Grant**

5.1 You must use the Grant (including any interest earned on the Grant) within the Grant Period (or such other period as is agreed to be us in writing) for the Grant Purpose and for no other purpose (unless and until a variation is approved by us in writing).

5.2 During the Grant Period, you may request a variation of the Grant Purpose, which request must be in writing, providing reasons for the proposed change and (if applicable) providing a budget for the varied purpose. Approval will be at our discretion and must be in writing.

**6. Conduct of the Grant Activity**

6.1 You must:

- (a) carry out the Grant Purpose, including all tasks, activities, any project plan, budget and/or performance measures, and in a manner that meets the objectives;
- (b) carry out the Grant Activity diligently, effectively, in a professional manner to accepted industry standards, in accordance with this Agreement and consistent with the representations made in your grant application/proposal;
- (c) adequately resource the Grant Activity with appropriately qualified, competent, experienced and skilled personnel;
- (d) promptly comply with all of our reasonable requests or directions in respect of the Grant Activity;



- (e) if required by us, keep us fully informed as to the progress of the Grant Activity and the expenditure of the Grant; and
- (f) promptly advise us in writing of any relevant matters which might affect your ability to deliver or complete the Grant Activity or to meet any of your obligations under this Agreement.

**7. Acknowledgement of Grant**

- 7.1 You agree to acknowledge our contribution to the Grant Activity in all promotional, advertising or other publications (such as annual reports, newsletters, websites) by using our “Proudly supported by” logo.
- 7.2 We will provide you with the current version of the logo.
- 7.3 The logo must be reproduced only in the format provided and of equal size and prominence to your logo.
- 7.4 We reserve the right to limit and withdraw the use of our name and logo by you.

**8. Records, Reporting, Acquittal and Audit**

- 8.1 You must keep accurate financial records relating to the Grant so that at all times the use of the Grant is identifiable, ascertainable and substantiated.
- 8.2 You must comply with all Reporting Requirements and Acquittal Requirements by the specified Due Dates.
- 8.3 You authorise us to inspect and audit all of your records in connection with this Agreement and you agree to fully cooperate with us in that regard.
- 8.4 You authorise us to publish or otherwise report on the outcome of the Grant Activity.

**9. Withholding funding**

- 9.1 If in our reasonable opinion you have not complied with this Agreement in any material way we may, by notifying you in writing, withhold payment of all or any part of the Grant.

**10. Unspent, Misused or Unacquitted Grant**

- 10.1 If the Grant, or part of it, is not spent on the earlier of:
  - (a) the end of the Grant Period (and we have not agreed a variation); or
  - (b) termination of this Agreement,you must promptly return that part of the Grant that has not been spent to us.
- 10.2 If at any time we form the reasonable opinion that the Grant, or a part of it, has not been used in accordance with this Agreement or has not been acquitted by you to our reasonable satisfaction, then you must repay the Grant, or any part of it, as we require in any written notice we give you.

**11. Conflict of Interest**

- 11.1 For the purpose of this Agreement, “**Conflict**” means any matter, circumstance, interest, activity or other matter in connection with you, or your officers, employees, subcontractors, agents, advisors, volunteers and other personnel and their related entities, such as parent or subsidiary companies, directors, managers or other persons in a position of influence and their close relatives, which may or may reasonably be perceived to impair you or your personnel’s ability to carry out any responsibilities or obligations under this Agreement diligently, independently and impartially.
- 11.2 You warrant that, at the date of signing this Agreement, to the best of your knowledge no Conflict exists or is likely to arise in connection with this Agreement.
- 11.3 If during the performance of this Agreement you become aware of a Conflict, you must immediately notify us and the steps you propose to take to resolve or deal with the Conflict. We may suspend your delivery of the Grant Activity and your use of the Grant until such time as the Conflict is resolved to our satisfaction.

**12. Insurance**

- 12.1 You must hold and maintain insurance policies in amounts sufficient to insure for your risks and liabilities in connection with this Agreement (such as public liability, accident or injury to your volunteers and employees, plant and equipment, motor vehicle, loss, damage or theft of assets, travel) and provide us with written proof from your insurers when requested.
- 12.2 You are responsible for determining what types and levels of insurance are required to cover the Grant Activity and comply with this clause.

**13. Risk & Indemnity**

- 13.1 You agree to deliver each Grant Activity at your own risk and we are not liable:

- (a) to you or your personnel for any loss or damage you suffer or the injury or death of any person, howsoever occasioned; or
  - (b) for the actual cost of the Grant Activity being greater than anticipated.
- 13.2 You indemnify us against all claims, proceedings or actions whatsoever brought or made against us and all losses, damages, costs or expenses we may sustain or incur howsoever arising, whether directly or indirectly in connection with this Agreement, except to the extent caused or contributed to by our negligent act or omission.

#### **14. GST**

- 14.1 Any term used in this clause that is referred to in *A New Tax System (Goods and Services Tax) Act 1999* (Cwth) will have the meaning which it has in that Act.
- 14.2 You must pay all taxes, duties and government charges imposed or levied in connection with the performance of this Agreement, except as provided by this clause.
- 14.3 The Grant Amount is GST exclusive.
- 14.4 If you are not registered for GST, you warrant that you are not required to be registered for GST, and you must not charge GST.
- 14.5 If you are registered for GST or are required to be registered for GST and the Grant Amount is being provided in return for a Taxable Supply, we will pay you the GST Amount on provision of a tax invoice by you or a recipient created tax invoice ("RCTI") by us.
- 14.6 The parties acknowledge and agree that, prior to the Supplier (you) providing the Recipient (us) with a tax invoice for a supply as described in clause 0, we may (at our discretion) issue you with a RCTI and/or adjustment note in respect of the supply on the following terms and conditions, or otherwise in a format set out by the Australian Taxation Office:
- (a) both parties acknowledge that they are registered for GST when the RCTI is issued and the RCTI must show your Australian Business Number ("ABN");
  - (b) you agree that we can issue tax invoices in respect of the supply within 28 days from the date of determining the value of the supply;
  - (c) you will not issue tax invoices in respect of the supply;
  - (d) you will notify us if you cease to be registered for GST purposes.
- 14.7 If the GST Amount differs from the amount of GST paid or payable, we must issue an appropriate recipient created adjustment note and pay you or you must pay us, as the case may be, any difference within 14 days.
- 14.8 No party may claim or retain from the other party any amount in relation to a supply made under this Agreement for which the first party can obtain an input tax credit or decreasing adjustment.
- 14.9 If you become registered for GST or become required to be registered for GST, or you cease to be registered for GST, you must notify us within 7 days.

#### **15. Intellectual Property**

- 15.1 Intellectual property in material created by or on your behalf in the course of, or for the purpose of, the Grant Activity ("**Agreement Material**") vests in you.
- 15.2 You grant us a perpetual, irrevocable, royalty-free, non-exclusive licence to use, adapt, communicate, publish, reproduce, and sub-licence Agreement Material (including material that is incorporated in or supplied with that Agreement Material) for our governmental purposes.
- 15.3 Where the Agreement Material is a work that is primarily created for aesthetic appeal or artistic expression, the licence in clause 0 is limited to use promoting the purpose of the Grant Activity or promoting the Northern Territory Government or the Northern Territory.

#### **16. Confidential Information and Privacy**

- 16.1 The parties will not disclose each other's information that is marked as or is agreed to be confidential, or which should reasonably be assumed to be confidential, without prior written consent of the party whose information is to be disclosed unless required or permitted by law.
- 16.2 You agree to deal with all 'personal information' (as defined in the *Information Act 2002* (NT)) in connection with the Grant Activity in a manner that is consistent the Information Privacy Principles set out in that Act as if you were a public sector organisation.

#### **17. Notices**

- 17.1 All communications required to be given in writing in this Agreement must be given by registered post or by email to the relevant party's Contact Details. A communication sent by:
- (a) prepaid post is taken to be received on the 3<sup>rd</sup> business day after posting; and
  - (b) email is taken to have been received at 9.00 a.m. on the following business day, subject to no automated notification having been sent advising that the email was not delivered or the addressee is "out of office" or similar.
- 18. Debt Due and Payable**
- 18.1 Without prejudice to any of our other rights under this Agreement, we may recover any amounts that you owe to us under this Agreement as a debt due and payable to us by you upon demand or set off the amount against future payments under this or any other agreement with you.
- 19. Intervening Event**
- 19.1 You must notify us if you are unable to perform any part of your obligations under this Agreement due to a circumstance or event which could not reasonably have been foreseen by you and is caused by circumstances beyond your reasonable control (but does not include circumstances caused by acts or omissions of you, your officers, employees, subcontractors or agents) ("**Intervening Event**").
- 19.2 In the event of an Intervening Event, your performance under this Agreement and our obligation to pay shall be suspended for the period that the event continues and you will have a reasonable extension of time for performance of your obligations in the circumstances.
- 20. Disputes:**
- 20.1 The parties agree not to initiate legal proceedings in relation to a dispute unless they have first tried and failed to resolve the dispute by negotiation and mediation. The procedure for dispute resolution does not apply to action relating to termination or urgent litigation or where a party unreasonably fails to participate in negotiation or mediation.
- 21. Termination**
- 21.1 We may immediately terminate this Agreement by written notice to you if in our reasonable opinion:
- (a) you are no longer able or willing to complete the Grant Activity;
  - (b) you have a Conflict that cannot be resolved to our satisfaction or remains unresolved after a reasonable period of time;
  - (c) information provided to us by you contained materially incorrect, false or misleading information;
  - (d) you breach or otherwise fail to comply with this Agreement and you fail to remedy that breach within the period specified in our notice to you;
  - (e) an Intervening Event continues for more than 30 consecutive days; or
  - (f) you are insolvent or become subject to any form of external administration,
- and clause 0 will apply.
- 22. General**
- 22.1 Survival: The expiry or earlier termination of this Agreement does not affect the continued operation of a clause that expressly or by its nature survives the termination or expiry of this Agreement.
- 22.2 No assignment: This Agreement is not assignable or transferrable without our written consent.
- 22.3 Variation: This Agreement may only be varied by an agreement in writing between the parties.
- 22.4 Warranties: You warrant that you are properly established and constituted at law and you have the power and authority to enter into this Agreement.
- 22.5 Compliance with laws: You agree to comply with all laws relevant to the Grant Activity and your obligations under this Agreement.
- 22.6 Entire Agreement: This Agreement constitutes the entire agreement between the parties in respect of the Grant.
- 22.7 Severance: If a court determines that a word, phrase, sentence, paragraph or provision in this Agreement is unenforceable, illegal or void then the rest of this Agreement continues in effect as if the invalid part were excluded.
- 22.8 Waiver: A waiver by a party of any right under this Agreement, including a failure to enforce an obligation or exercise a right, is not, and will not be deemed to be, a waiver of any other right of that party under this Agreement.

- 22.9 Governing law: This Agreement will be governed by and construed in accordance with the laws of the Northern Territory. The parties submit to the non-exclusive jurisdiction of the courts of the Northern Territory.
- 22.10 Execution: The parties agree that this Agreement may be executed in any number of counterparts, which may be signed using a digital signature and may be given to the other party by electronic means. Each signed counterpart when read together will be deemed to form one binding Agreement.
- 22.11 Legal costs: Each party must pay their own legal costs of and incidental to the preparation, negotiation and execution of this Agreement.

## EXECUTION PAGE

You agree that, before executing this Agreement you have read and understood all of the terms and conditions of this Agreement, you are fully aware of your rights, duties and obligations under this Agreement, and the persons signing are fully authorised to execute this Agreement to legally bind the Recipient.

### Executed as an Agreement.

SIGNED by .....

(print name of delegate) for and on behalf of the **NORTHERN**

**TERRITORY OF AUSTRALIA** pursuant to a delegation under the  
*Contracts Act 1978* in the presence of:

.....

(Signature of Delegate)

Date: ..... / ..... / 20.....

.....  
 (Signature of Witness)

.....  
 (Name of Witness)

### The COMMON SEAL of WEST DALY REGIONAL COUNCIL

was hereto affixed in accordance with SECTION 28 of the Local Government Act 2008 on the \_\_\_\_\_ day of \_\_\_\_\_ 2021

in the presence of

Signature of Chief Executive Officer

Signature of Council member

Matthew Eastham

Print name of Chief Executive Officer

Print name of Council member

Drafting note: These Additional Conditions are standard and are not to be amended or removed other than by Special Condition. Note that they are drafted to 'turn on' when the circumstances dictate (i.e. there is no need to delete them if they are not relevant to the Grant Activity, as they will simply have no application).

## Additional Conditions

### 1. Subcontracting and Buy Local

- 1.1. If you engage subcontractors to carry out the Grant Activity (or any part of it) you must:
- (a) use your reasonable endeavours to engage enterprises operating in the Northern Territory, that have a permanent presence in the Northern Territory, and employ Northern Territory residents ("**Territory Enterprises**");
  - (b) conduct an appropriate competitive process inviting Territory Enterprises (and any other enterprises) to submit quotes or tenders, having due regard to probity;
  - (c) avoid conflicts of interest; and
  - (d) encourage subcontractors to engage Territory Enterprises to carry out subcontract work associated with the Grant Activity,
- and, if required by us, you must provide us with details of your compliance with this clause.
- 1.2. Subcontracting does not relieve you of any obligation or liability under this Agreement.
- 1.3. If you have not paid a subcontractor for its completed work on the Grant Activity, we may, in our absolute discretion, directly pay the subcontractor on your behalf and you will owe that amount to us.

### 2. Capital and Minor Works

- 2.1. This clause applies where the Grant Activity involves the acquisition, construction or improvement of structural assets or equipment, including building and construction of new facilities, extension to or upgrading of existing facilities, the purchasing, installation or upgrading of equipment, fixtures and fittings, general repairs and maintenance on existing facilities, equipment, fixtures and fittings ("**Works**").
- 2.2. You must:
- (a) ensure the Works are completed by the end of the Grant Period;
  - (b) ensure the Works are carried out diligently, effectively, in a proper and workmanlike manner, and in accordance with all applicable laws and Australian Standards;
  - (c) only engage contractors who are appropriately qualified, skilled and experienced;
  - (d) unless you have our prior written consent, only engage contractors and personnel with respect to the Works that do not have a Conflict; and
  - (e) ensure that you, your employees and your contractors, comply with all requirements of the work health and safety legislation applicable to such Works, including legislation relating to asbestos.
- 2.3. You warrant that:
- (a) you have the right to undertake the Works at the site at which the Works will be carried out, and you have obtained any consents, approvals, agreements, authorisations or permissions of the owner and/or lessee of that site; and
  - (b) the site at which the Works will be carried out is, and will at all times be, fit for the purposes of carrying out the Grant Activity and the Works.

### 3. Registered Training Organisations

- 3.1. If you are a registered training organisation, you must maintain registration in accordance with, and comply with the requirements of, the *National Vocational Education and Training Regulator Act 2011* (Cth) and the VET Quality Framework.

### 4. Auspiced bodies

- 4.1. If you are the administering body of the Grant for another organisation (such as an unincorporated association):
- (a) prior to disbursing the Grant Amount to that organisation, you must first ensure we are aware of, and have agreed to, your grant administration arrangement for that organisation; and
  - (b) you are not relieved of any of your obligations under this Agreement.

**5. Assets**

- 5.1. For the purpose of this clause, “**Asset**” means any item of property that has been created, acquired or leased wholly or in part with the Grant Amount, or that we otherwise provide to you for a Grant Activity, but does not include consumable items.
- 5.2. You must first obtain our written consent before using the Grant Amount to acquire an Asset valued at \$10,000 or more. Our consent is already granted for any Asset expressly described in the Details.
- 5.3. The Asset must be used primarily for the Grant Activity and you must:
  - (a) own the Asset in your name and, if the Asset is capable of being registered, register it in your own name;
  - (b) hold the Asset securely and safeguard it against theft, loss, damage and unauthorised use;
  - (c) maintain the Asset in good working order; and
  - (d) maintain, and provided to us on request, a register of Assets including date of acquisition, price, description and location.
- 5.4. You must seek our prior written consent before disposing of an Asset and we may direct you to sell for the best price reasonably obtainable (and retain for an approved purpose, or pay to us, some or all of the sale price) or otherwise dispose of the Asset, including transferring the Asset to a third party.
- 5.5. If you dispose of an Asset without our prior written consent, we may by written notice require you to repay that part of the Grant Amount we contributed to the acquisition cost of the Asset.

# Northern Territory of Australia

## Declaration and Final Acquittal Form

### Section A: Project Details

**For:** Healthy Lifestyle Projects

**Recipient:** West Daly Regional Council

**Grant Period:** 01 July 2020 – 31 June 2022

**Grant:** Healthy Lifestyle Grant

### Section B: Declaration

1. I **[insert full name of Duly Authorised Officer 1]** and **[insert full name of Duly Authorised Officer 2]** certify, and solemnly and sincerely declare, that:
  - (a) the Recipient has met the performance measures, and has achieved the outcomes and outputs set out in the Grant Purpose;
  - (b) the Recipient has expended the total Grant on the Grant Activity in accordance with the terms and conditions of the Grant Agreement with the Northern Territory of Australia;
  - (c) the Recipient has recorded and retained original invoices and receipts with respect to the Grant; and
  - (d) the Recipient has completed and submitted to the Territory the Reports, Acquittals and proof of expenditure required under the Grant Agreement.
2. We each acknowledge that the Territory may audit the organisation to verify the accuracy of the information contained in this document.
3. We each warrant that we are authorised by and are signing for and on behalf of the Recipient.
4. We each declare the information contained in this document is true and correct and acknowledge that it is an offence to make a declaration that is false in any material particular under the *Oaths, Affidavits and Declarations Act 2010*.

This declaration is made at **[insert the place where the declaration is being made, e.g. Darwin]**.

Duly Authorised Officer 1		Duly Authorised Officer 2	
<b>Name:</b>		<b>Name:</b>	
<b>Title:</b>		<b>Title:</b>	
<b>Signature:</b>		<b>Signature:</b>	
<b>Date:</b>	..... / ..... / 20 .....	<b>Date:</b>	..... / ..... / 20 .....



## WEST DALY REGIONAL COUNCIL

### FOR THE COUNCIL MEETING OF 24 MARCH 2021

#### Report for Agenda Item No 5

Prepared by **Rebecca Purser, Manager Corporate**

#### **2021 Schedule of Meetings and Events**

##### **Purpose**

To discuss upcoming meetings and events and to reschedule those which conflict with other Local Government meetings and events.

##### **Background**

In November 2020 Council approved the attached schedule of meetings and dates.

With the onset of the new year, there are some events which now clash with the previously set meeting dates.

##### **Impact for Council**

Compliance with Council Policy EM04 – Council Meeting Procedures

##### **Recommendation**

##### **1. That Council notes the following changes:**

- .
- .
- .
- .

##### **Attachments**

- 1** 2021 Calendar of Meetings
- 2** EM04\_Council Meeting Procedures

## 2021 Calendar for West Daly Regional Council

### January

Mon Tue Wed Thu Fri Sat Sun

				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
1 – New Years 26 – Australia Day				28 – OCM Darwin Urban – 29 Teachers Start		

### February

Mon Tue Wed Thu Fri Sat Sun

1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
Urban 1 – Students Start 24 – OCM Darwin			Remote 1 – Teachers Start 2 – Students Start			

### March

Mon Tue Wed Thu Fri Sat Sun

1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31	9 – LA Palumpa/Peppi 10 – LA Wadeye 24 – OCM (Darwin)			

### April

Mon Tue Wed Thu Fri Sat Sun

			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		
2 – Good Friday 5 – Easter Monday				21 – OCM Wadeye 26 – ANZAC Day holiday		

### May

Mon Tue Wed Thu Fri Sat Sun

					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31	3 – May Day 19 – OCM Darwin					

### June

Mon Tue Wed Thu Fri Sat Sun

	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				
14 – Queens Birthday 16 – OCM Palumpa 23 – ARMC Darwin						

### July

Mon Tue Wed Thu Fri Sat Sun

			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	
23 – Darwin Show Day 16 – Nominations Open 27 – Close of Electoral Role 28 – OCM Peppimenarti 19 – Teachers start 20 – Students start						

### August

Mon Tue Wed Thu Fri Sat Sun

						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31	2 – Picnic Day 5 – Close of Nominations (12noon) 10 – LA Palumpa/Peppimenarti 11 – LA Wadeye and Early Voting Starts 25 – OCM (Darwin) 28 – Election Day				

### September

Mon Tue Wed Thu Fri Sat Sun

		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			
22 – OCM Wadeye						

### October

Mon Tue Wed Thu Fri Sat Sun

				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
5 – LA Meeting Palumpa and Peppimenarti 6 – LA Meeting Wadeye 13 – ARMC – Darwin 19 – NTG Elected Member Training Darwin 20 – OCM Darwin						

### November

Mon Tue Wed Thu Fri Sat Sun

1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					
17 – OCM Darwin						

### December

Mon Tue Wed Thu Fri Sat Sun

		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		
15 – OCM Darwin 16 – Urban students finish 17 – Remote students finish 25 – Christmas Day 26 – Boxing Day 27 – Christmas Day holiday 28 – Boxing Day holiday						

School day	Urban School ONLY	Non-school day	Remote School ONLY	Public Holiday (*Regional observance)
Pay Week	OCM	Local Authority	ARMC	Elected Member Training – NTG
2021 NT Council Elections Key Dates				

OCM Commence – 9.30am. Palumpa LA Commence – 9.30am. Peppimenarti LA Commence 1.30pm. Wadeye LA Commence – 10am.

Policy Name	Council Meeting Procedures
Policy Type	Elected Members
Policy Number	EM04
Version	2
Approval Date	January 2019
Renewal Date	January 2022



<b>Policy Number</b>	<b>EM04</b>
<b>Policy Name</b>	<b>Council Meeting Procedures</b>

## SUMMARY

The Meeting Procedures Policy has been developed to provide a structure for the orderly and efficient proceedings of meetings. West Daly Regional Council acts as a representative, informed and responsible decision maker in the interests of its constituencies and to exercise and perform its powers and functions of Local Government as assigned under the *Local Government Act*.

## BACKGROUND

This policy applies to all Council, Finance and Audit Committee meetings. For Local Authority meetings refer to Policy: GOV10\_Local Authority Policy.

## POLICY STATEMENT

### MEETING ATTENDANCE

- I. Elected Members are expected to attend every Ordinary Council meeting. If they are unable to attend, they should send an apology no later than 24 hours before the scheduled commencement of the meeting and explain why they are unable to attend the meeting. Such apologies may be provided to the Mayor, Chief Executive Officer or to the Community Services Manager (CSM) in the home community of the Elected Member.
- II. In accordance with the *Local Government Act*, if an Elected Member is absent, without permission of the Council, from two (2) consecutive meetings of Council, then it is considered that the Elected Member ceases to hold office. An acceptable apology must be provided to Council prior to a meeting to obtain permission from Council to be absent from a meeting.
- III. Elected Members may attend Ordinary, Special or Committee meetings by technological means (such as audio or audio-conferencing or video-conferencing facilities) where these means are available and by giving

Darwin Office

Unit 1/70 Cavenagh Street, Darwin NT 0800 | GPO Box 3775, Darwin NT 0801 | Ph: 08 7922 6403

Email [info@westdaly.nt.gov.au](mailto:info@westdaly.nt.gov.au) | [www.westdaly.nt.gov.au](http://www.westdaly.nt.gov.au) | ABN: 25 966 579 574

reasonable notice to the CEO or the Community Services Manager. This procedure satisfies the requirements of the *Local Government Act*.

#### SCHEDULE OF MEETINGS

- I. The dates, times and places of all Ordinary Council meetings and Committee meetings will be determined annually in advance by Council, normally at its last meeting before the end of the financial year. The schedule will be provided to all Elected Members and displayed on Council's website and constitutes notice of those meetings in compliance with the *Local Government Act*, in a year of a general election of Council, Council shall establish meeting dates and times for the remainder of the calendar year at the first Ordinary Council meeting following the general election.
- II. Ordinary Council meetings are scheduled every month.
- III. Council may resolve to change the date and time of any scheduled Ordinary Council meeting in circumstances where it would be inappropriate to conduct the meeting such as when prior knowledge indicates that a quorum is unattainable.

#### PUBLIC ATTENDANCE

- I. All Ordinary meetings of Council will be open to the public except for those closed sessions where confidential matters are discussed.
- II. A member of the public attending an Ordinary or Special meeting of Council must not take part, or attempt to take part, in the proceedings of a meeting unless invited to do so by the Chairperson.
- III. As a matter of protocol any visitor at a meeting for another Local Government, Territory, State or Federal jurisdiction, whether formal or informal, will be acknowledged and introduced to Council at the beginning of the meeting.
- IV. A deputation wishing to attend and be heard at a meeting must apply to the CEO no less than five (5) working days before that meeting. The application must state the reasons for wishing to attend and be heard. The CEO on receiving the request must inform the Mayor of the intention. The Mayor will decide if the deputation will be heard and advise the CEO accordingly. If the deputation is to be heard, the CEO shall indicate a suitable time of the agenda. Any speaker from the deputation addressing Council must be temperate in speech and manner and must not use insulting or offensive language.
- V. The Chairperson may halt an address by a person in a deputation if the Chairperson is satisfied the purpose of the deputation has been sufficiently explained or the person is severe in speech or manner or uses insulting or offensive language.

---

Darwin Office

Unit 1/70 Cavenagh Street, Darwin NT 0800 | GPO Box 3775, Darwin NT 0801 | Ph: 08 7922 6403

Email [info@westdaly.nt.gov.au](mailto:info@westdaly.nt.gov.au) | [www.westdaly.nt.gov.au](http://www.westdaly.nt.gov.au) | ABN: 25 966 579 574

- VI. Each Ordinary meeting of Council will include a period where members of the public may ask questions of the meeting. The Chairperson may invite questions, submissions or comments from members of the public at the meeting however is not obliged to do so.
- VII. If the Chairperson feels that a question, comment or statement from a member of the public at a meeting of Council is offensive, irrelevant, culturally inappropriate, and unduly long or deals with a confidential matter, the Chairperson may rule the matter out of order and proceed to deal with or proceed to the next item of business.

#### CHAIRPERSON

At all Ordinary meetings of Council, the Mayor will chair the meeting or, if the Mayor is absent for any reason, the Deputy Mayor will preside. In the event that neither the Mayor or the Deputy Mayor are available to chair the meeting, a Chairperson, for that meeting only, will be from an Elected Member who is in attendance.

#### AGENDAS AND MINUTES

- I. The order of business for an Ordinary meeting of Council shall be (as follows or as the Council from time to time may determine).
  - a. Formal opening of the meeting by the Mayor;
  - b. Persons Present;
  - c. Apologies and Leave of Absence;
  - d. Disclosures of Interest;
  - e. Confirmation of Minutes from previous ordinary and special meetings;
  - f. Minutes from Audit Committee meetings;
  - g. Minutes from the Local Authority Meetings;
  - h. Incoming and Outgoing Correspondence;
  - i. Chief Executive Officer report
  - j. Managers Reports from each community;
  - k. Financial Report;
  - l. Call for items of General Business;
  - m. Closed Session for Confidential Items;
  - n. Next Meeting details;
  - o. Close of meeting.
- II. The Agenda (and any attachments) for an Ordinary meeting will be circulated to all Elected Members and available on the Council's website at least three (3) working days prior to the scheduled meeting of the Council.
- III. In the case of a Special Meeting then the Agenda (and any attachments) will be circulated to all Elected Members and available on Council's website no less than (4) hours prior to the scheduled time of the meeting.
- IV. All meetings will be minuted with the draft minutes being uploaded onto Council's website no later than ten (10) days following the date of the meeting.

---

Darwin Office

Unit 1/70 Cavenagh Street, Darwin NT 0800 | GPO Box 3775, Darwin NT 0801 | Ph: 08 7922 6403

Email [info@westdaly.nt.gov.au](mailto:info@westdaly.nt.gov.au) | [www.westdaly.nt.gov.au](http://www.westdaly.nt.gov.au) | ABN: 25 966 579 574

Such draft minutes will have been checked by the CEO for accuracy and must clearly bear the watermark "unconfirmed".

- V. All Council minutes are to be available for downloading from the website or for reading at any Council office.
- VI. The Confidential agenda and minutes will be restricted to Elected Members, the CEO and Council's Management Team.
- VII. An Elected Member may give written notice of at least ten (10) working days to the CEO of a motion to be considered at the next Council meeting. The CEO will include this item on the relevant agenda.

#### MOTIONS, DEBATES, RESOLUTIONS AND VOTING PROCEDURES

- I. All motions must have a mover and a seconder to allow debate. If a motion has no seconder, it will be recorded in the minutes as having lapsed. Debate can only proceed on the basis of a motion being formally accepted by the Chairperson. Notwithstanding, a mover of a motion or an amendment to a motion, may speak in support of the motion or amendment before it is seconded.
- II. Where an Elected Member has given due notice of an intended motion under Clause 22 and for whatever reason, that Elected Member is not in attendance at the meeting, the motion may be:
  - a. Moved by another member at the meeting; or
  - b. Deferred to the next Ordinary Meeting of Council.
- III. Debate on any motion on the floor will commence with the Chairperson asking for, and allowing, any Elected Member to speak for or against the motion. Debate will continue until all elected Members that wish to speak for or against the matter have been heard.
- IV. An Elected Member speaking for or against the motion, must confine his or her remarks to the matter under consideration.
- V. When a motion has been moved and seconded but not put to the vote, it becomes the property of the meeting and may not be withdrawn without the consent of the Councillors present.
- VI. An Elected Member may move an amendment to a motion so long as the amendment still relates to the motion. Any amendment must not negate the intent of the original motion. For example: If Council X and Councillor Y moved a motion for a Council to have a community swimming pool closed, an amendment that specifically stated the swimming pool was to remain open could not be moved, although an amendment that the pool be closed only on certain days could be allowed for debate.

---

Darwin Office

Unit 1/70 Cavenagh Street, Darwin NT 0800 | GPO Box 3775, Darwin NT 0801 | Ph: 08 7922 6403

Email [info@westdaly.nt.gov.au](mailto:info@westdaly.nt.gov.au) | [www.westdaly.nt.gov.au](http://www.westdaly.nt.gov.au) | ABN: 25 966 579 574



- VII. An Elected Member who moves or seconds a motion shall not propose or second an amendment to the motion.
- VIII. The Chairperson shall rule on any proposed amendment and may reject any amendment to the motion that attempts to negate the original motion or replace the original motion.
- IX. Only one amendment to a motion can be dealt with at any one time. Once an amendment has been moved, no further amendment can be considered until that amendment is disposed of, either because it lapses for want of a seconder, or is seconded and put to the vote.
- X. Council must dispose of any amendment motion that has been formally moved and seconded, before it deals with the original motion.
- XI. If an amendment to a motion is lost, further amendments may be considered until a motion is carried (be it the original motion or a variation of it).
- XII. The Chairperson of a meeting may impose a time limit on any speeches in support or against a motion.
- XIII. Once all debate on a motion is concluded, but before the motion is put to the vote, the mover of the original motion has a right of reply and may speak of all observations made in reference to the motion.
- XIV. If the Chairperson decides that any motion, amendment or other matter (including a matter he or she considers to be objectionable) is out of order, it must be rejected and not be considered further.
- XV. The Chairperson of a meeting has the right to conclude debate on a motion if he or she considers there has been sufficient debate on the topic. Similarly, an Elected Member wishing to end the debate and have voting concluded on the original motion, may move that "the motion be now put". If a seconder concurs with the motion to have the original/amended motion put to the vote, and Councillors present agree, then the motion that "the motion be now put" is voted upon and, if passed, then the Chairperson is to seek an immediate vote on the original motion.
- XVI. A Councillor can move a motion to have debate on a matter deferred to the next Council meeting and have the meeting move to the next item of business:
  - a. If the motion is carried, the CEO must ensure the matter is included in the agenda for the next meeting; or
  - b. If the motion is lost, the Chairperson must not accept a similar motion within 30 minutes after the motion was lost.
- XVII. The Chairperson may move or second motions as well as take part in a discussion upon any motion or business before the meeting and when doing so shall adhere to the general procedures for motions.

---

Darwin Office

Unit 1/70 Cavenagh Street, Darwin NT 0800 | GPO Box 3775, Darwin NT 0801 | Ph: 08 7922 6403

Email [info@westdaly.nt.gov.au](mailto:info@westdaly.nt.gov.au) | [www.westdaly.nt.gov.au](http://www.westdaly.nt.gov.au) | ABN: 25 966 579 574

- XVIII. A resolution passed by Council may only be altered or negated within three (3) months of its adoption, by a further motion which must have the support of at least three (3) Elected Members. This further motion is known as a Rescission Motion and recorded separately in the minutes.

#### MEETING BEHAVIOUR AND RULES OF CONDUCT

- I. If the Chairperson indicates an intention to speak to a matter under consideration, any Councillor speaking, or proposing to speak to the debate, must be silent until the Chairperson has been heard.
- II. Elected Members must address other Elected Members and Council employees properly and courteously at meetings and may not make inappropriate personal remarks or suggest improper motives about any other Elected Member or Council employee at a meeting.
- III. An Elected Member may ask a question at a meeting for reply by another Member or Council employee. The Chairperson will accord such time as necessary for the response. A question raised during a meeting shall be asked categorically and without argument and no discussion shall be permitted at the meeting in relation to the reply or a refusal to reply.
- IV. An Elected Member or Council employee of whom a question is asked may request that the question be taken on notice until the next meeting.
- V. All Elected Members shall, at all times during a meeting, address and refer to another Member or Council employee by the Member's or Employee's official title or designation.
- VI. At all times the Chairperson must maintain order within the meeting and call upon any Councillor present to come to order if considered necessary. A Councillor who considers that another Councillor is out of order may also request the Chairperson to maintain order. This includes the right of the Chairperson to ask an Elected Member to resume their seat and cease talking if, in the Chairperson's opinion, that the Elected Member is out of order, is overly loud and abusive or is being offensive.
- VII. Any call for order must be dealt with immediately, without further discussion, in accordance with Council's Code of Conduct. Where a Councillor calls for order, the Chairperson must rule on the call by determining whether the comments made by any Councillor are out of order or not.
- VIII. Where the Chairperson rules that a Councillor is out of order on more than three (3) occasions at a meeting, he or she will request the Councillor to leave the meeting.
- IX. An Elected Member is guilty of an act of disorder if, at a meeting:
- X. The Elected Member is in breach of the *Local Government Act* and *Regulations* or this policy;

---

Darwin Office

Unit 1/70 Cavenagh Street, Darwin NT 0800 | GPO Box 3775, Darwin NT 0801 | Ph: 08 7922 6403

Email [info@westdaly.nt.gov.au](mailto:info@westdaly.nt.gov.au) | [www.westdaly.nt.gov.au](http://www.westdaly.nt.gov.au) | ABN: 25 966 579 574



- a. The Elected Member uses language that, according to common usage, would be considered disorderly or offensive.
  - b. The Elected Member is dressed and/or conducts themselves in a manner or uses an expression inconsistent with good order and decorum, or
  - c. The Elected Member says or does anything calculated to bring Council into public disrepute or contempt.
- XI. If two or more Elected Members speak at the same time, the Chairperson will decide the order of speaking.
- XII. At all times during a meeting, the Chairperson has the right to demand that any person present (member of the public, Council employee or Elected Member) leave the meeting for a specific or indefinite time if, in the Chairperson's opinion, that person is out of order, is overly loud, abusive or is being offensive.
- XIII. The Chairperson may, when disorder arises at a meeting, adjourn the meeting without notice for 15 minutes and quit the Chair. On resumption of any meeting adjourned for disorder, the Chairperson shall immediately move a motion, which does not require a mover or a seconder and which shall be put without debate, to determine whether the meeting is to proceed. Where the motion is lost, the Chairperson shall declare the meeting closed.
- XIV. Members of the public and any Council employees may be asked to leave a meeting when Council is dealing with matters defined as "confidential" under the *Local Government (Administration)*.
- XV. The meeting should formally resolve to move into "Confidential Matters" and similarly formally resolve to move out of "Confidential Matters" and revert to the Ordinary meeting. Such resolutions and times of passing are to be recorded in the minutes.

#### VOTING

- I. At all meetings, every Elected Member present shall vote when a motion is put except where the Act requires otherwise provides. If any Elected Member who is required to vote at the meeting fails to do so, the Chairperson shall call upon the Member to vote.
- II. At any meeting where there is an equal division of votes upon any motion, the Chairperson may cast a second vote\*. This is known as a "casting vote".

\*NOTE: The determination by Council on whether the Chair can have a casting vote can only be made at the first meeting following a general election and cannot be changed during the term of the Council (refer *Local Government Act* section).

- III. The Chairperson shall, in taking the vote on any motion or amendment, put the question first in the affirmative and then in the negative. The Chairperson may do so as often as is necessary to determine the majority.

---

Darwin Office

Unit 1/70 Cavenagh Street, Darwin NT 0800 | GPO Box 3775, Darwin NT 0801 | Ph: 08 7922 6403

Email [info@westdaly.nt.gov.au](mailto:info@westdaly.nt.gov.au) | [www.westdaly.nt.gov.au](http://www.westdaly.nt.gov.au) | ABN: 25 966 579 574

- IV. Voting shall be by a show of hands except where the Chairperson considers a secret ballot is required, such as filling the office of Mayor and Deputy Mayor or Committee appointments, or where an Elected Member is prevented by a physical disability when a separate system of voting may be agreed upon. Where voting is unanimous, this is to be reflected in the meeting minutes.

#### COMMITTEE MEETINGS

- I. Committees of Council shall follow the same procedures as provided for other Council meetings unless the committee resolves otherwise.
- II. Minutes of committee meeting shall be included in the agenda of the following Council meeting as a recommendation for Council to adopt in whole, or part, or be simply noted with no further action required.

#### LOCAL AUTHORITY MEETINGS

- I. The minutes of all Local Authority meetings held in the period since the previous Council meeting shall be tabled and any recommendations or observations duly noted and actioned. Where a decision is made based on the comments/recommendations of a Local Authority, details of the decision shall be transmitted to the next meeting of that Local Authority.
- II. The Mayor is ex officio a member of all Local Authorities within Council's boundaries.
- III. Each Local Authority Chairperson is considered the meeting Chairperson for their Local Authority meetings.
- IV. Local Authorities shall hold at least 4 (four) meetings annually but no more than 6 (six).
- V. The Council Services Manager shall provide secretarial services to the Local Authority in their community and an Action Items register will be maintained by Council.

#### **TERMINOLOGY AND REFERENCES**

This policy applies to all Council, Finance and Audit Committee meetings.

**Agenda** - means a list of items for consideration at the meeting together with reports and other attachments relating to those items.

**Amendment** - means a motion that is seeking to amend or alter an existing motion.

**Casting Vote** – means a vote that may be exercised by the Mayor/Chairperson in the event of a tied vote.

---

Darwin Office

Unit 1/70 Cavenagh Street, Darwin NT 0800 | GPO Box 3775, Darwin NT 0801 | Ph: 08 7922 6403

Email [info@westdaly.nt.gov.au](mailto:info@westdaly.nt.gov.au) | [www.westdaly.nt.gov.au](http://www.westdaly.nt.gov.au) | ABN: 25 966 579 574

**Chairperson** - means the person who is presiding over an official meeting of Council.

**CEO** – means the Chief Executive Officer of West Daly Regional Council.

**Committee** – means the Committee established by the Council.

**Confidential Session** – is a meeting of Council or a Committee from which the media and the public has been excluded by a resolution carried in accordance with the Local Government (Administration) Regulations.

**Councillor** - means the elected member of the West Daly Regional Council.

**Deputy Mayor** – means the Deputy Mayor of the West Daly Regional Council.

**Ex Officio** - refers to a right, because of the office held, of a person to attend a meeting. For example, the Mayor has the right to attend, and be a member of, every Local Authority within the region of West Daly Regional Council.

**Mayor** – means the Mayor of the West Daly Regional Council.

**Meeting Room** - means any location inside the doors of the room being used for the meeting but does not include any area set aside for the public, media representatives or guests.

**Minutes** - means the record of the proceedings of any meeting of the Council and its committees.

**Motion** - is a formal proposal for the meeting to consider. In most cases it requests a mover and a seconder before it can be officially debated.

**Mover** - is a person at a meeting who initiates the motion.

**Notice of Motion** - is the provision of advice of intention to seek movement of a particular motion at a specified meeting. Notices of Motion are to be in writing and specify the wording of the foreshadowed motion.

**Ordinary Meeting of Council** – refers to publically scheduled meetings of Council as specified in the *Local Government Act*.

**Point of Order** - is taken when an Elected Member official draws the attention of the chairman of the meeting to an alleged irregularity.

**Put to the Vote** - means the act of the Chairperson of a meeting in formally seeking participants views on a particular motion in order that Council, as a whole, can determine its policy or decision on a particular matter.

**Quorum** – is the minimum number of members needed to be present to constitute a valid meeting of Council. The *Local Government Act* states “A quorum at a meeting of a council consists of a majority of the council’s members”. If there are six (6) Elected Members, including the Mayor, a quorum of an ordinary meeting of Council would be 4 being 50% (3) + 1.

**Record** - means a document including any written or printed material or object that is or has been made or received in the course of official duties by a Councillor or an employee of the Council and, in particular, includes the minutes of meetings of the Council or Committee of the Council.

---

Darwin Office

Unit 1/70 Cavenagh Street, Darwin NT 0800 | GPO Box 3775, Darwin NT 0801 | Ph: 08 7922 6403

Email [info@westdaly.nt.gov.au](mailto:info@westdaly.nt.gov.au) | [www.westdaly.nt.gov.au](http://www.westdaly.nt.gov.au) | ABN: 25 966 579 574

**Resolution** – is a motion that has been passed by a majority of Councillors at the meeting. While in practice it means the 'council decision', the word 'resolution' also indicates the process by which the decision was made.

#### REFERENCES

*Local Government Act (Administration)*

#### FURTHER INFORMATION:

*Chief Executive Officer*

---

Darwin Office

Unit 1/70 Cavenagh Street, Darwin NT 0800 | GPO Box 3775, Darwin NT 0801 | Ph: 08 7922 6403

Email [info@westdaly.nt.gov.au](mailto:info@westdaly.nt.gov.au) | [www.westdaly.nt.gov.au](http://www.westdaly.nt.gov.au) | ABN: 25 966 579 574

## WEST DALY REGIONAL COUNCIL

### FOR THE COUNCIL MEETING OF 24 MARCH 2021

#### Report for Agenda Item No 6

**Prepared by** Rebecca Purser, Manager Corporate

#### **Licence to Maintain - Lot 88 Peppimenarti (Sporting Hub)**

##### **Purpose**

To seek Council's approval to apply the common seal on License to Maintain for Lot 88 Peppimenarti.

##### **Background**

In December 2019, Council submitted an expression of interest to NLC for a Licence to Maintain over Lot 88 Peppimenarti.

NLC have approved Council's application and a copy of the LTM is tabled for Council's consideration.

Particulars of the Lease are as per attached Schedule 1.

With regards to the later additional request to have the boundary expanded to allow for the football oval to be relocated, NLC advised on 22 July 2020 that:

*"NLC will consult traditional owners about the WDRC proposal to expand Lot 88 to enable a second oval to be relocated closer to the sporting hub."*

*Subject to traditional owner consent to the expanded licence area, WDRC will need to liaise with NTG Land Tenure Unit to have the additional land surveyed and rezoned."*

*Survey and rezoning of land is not something NLC is able to provide advice on, however should consent from traditional owners be provided, a letter of comfort will be sent to WDRC to be provided to lands and planning to support the survey / rezoning."*

Council will now need to liaise with NTG Land Tenure Unit to have the additional land surveyed and rezoned as per the land highlighted in blue on the attached Schedule 3.

##### **Impact for Council**

Financial impact of \$1.00 per annum + additional insurance for public liability.

**Recommendation**

- 1. That Council approves the use of the Common Seal to be applied to the Licence to Maintain over Lot 88 Peppimenarti between the Daly River/Port Keats Aboriginal Land Trust, West Daly Regional Council and Northern Land Council**

**Attachments**

- 1** Schedule 1 and 3 of LTM - Lot 88 Peppimenarti

**SCHEDULE 1. PARTICULARS**

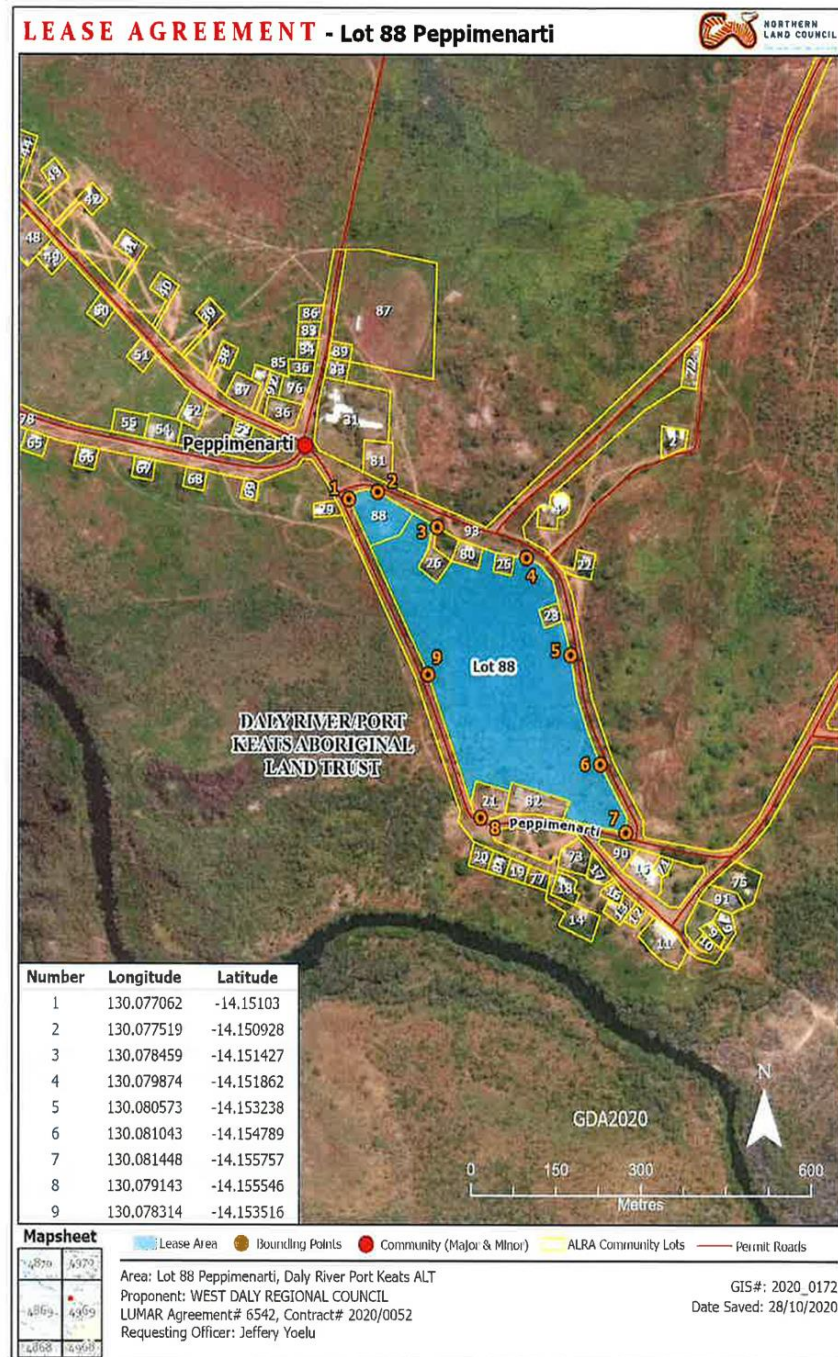
<b>1. Land</b>	Lot 88 at Peppimenarti as depicted on the Map at Schedule 3.
<b>2. Rights granted to Licensee</b>	The right to access the Land via established routes of direct access and to use the Land and any building upon it for the Purpose.
<b>3. Rights reserved to Land Trust</b>	The right to grant any estate, interest or licence in, or other right in respect of, or permit or authorize the doing of any activity including the construction of any building on any part of the Land, provided such estate, interest, licence, right or activity is not inconsistent with the grant of rights under this Licence.
<b>4. Commencement Date</b>	Upon execution of the agreement by all parties.
<b>5. Term of Licence</b>	12 years.
<b>6. Licence Fee</b>	\$ 1.00 per annum.
<b>7. Manner of payment of Licence Fee</b>	If and when demanded by the Land Council in writing.
<b>8. Other costs payable by the Licensee</b>	Not Applicable.
<b>9. Land Trust's Representative and address for service of notices.</b>	C/O Chief Executive Officer Northern Land Council 45 Mitchell Street DARWIN NT 0800
<b>10. Licensee's Representative and address for service of notices</b>	C/O Chief Executive Officer West Daly Regional Council PO Box 36294 WINELLIE NT 0821
<b>11. Land Council's Representative and address for</b>	Chief Executive Officer Northern Land Council 45 Mitchell Street



	<b>service notices of</b>	DARWIN NT 0800
<b>12.</b>	<b>Public liability insurance amount</b>	\$20,000,000.00.
<b>13.</b>	<b>Further Term</b>	Nil.
<b>14.</b>	<b>Permits</b>	Not Applicable.
<b>15.</b>	<b>Township</b>	Peppimenarti.
<b>16.</b>	<b>Purpose</b>	To maintain a Sporting Hub (Basketball Court, Oval and BMX Track).
<b>17.</b>	<b>Permitted Use</b>	<ul style="list-style-type: none"> <li>a. the construction of buildings and infrastructure on the Land for the Purpose as approved in accordance with clause 6;</li> <li>b. alteration, extension, restoration, refurbishment or fitting out of buildings or infrastructure on the Land for the Purpose as approved in accordance with clause 6;</li> <li>c. the use of the Land for the Purpose;</li> <li>d. the use of buildings or infrastructure on the Land for the Purpose;</li> <li>e. the maintenance, repair, modification, improvement, replacement and removal of buildings and infrastructure on the Land for the Purpose as approved in accordance with clause 6;</li> <li>f. landscaping and clearing of the Land for the Purpose as approved in accordance with clause 6; and</li> <li>g. the right to provide services to the Land for the Purpose.</li> </ul>



## SCHEDULE 3. LAND





## WEST DALY REGIONAL COUNCIL

### FOR THE COUNCIL MEETING OF 24 MARCH 2021

#### Report for Agenda Item No 7

**Prepared by** Rebecca Purser, Manager Corporate

#### **Licence to Maintain - Lot 97 Peppimenarti**

##### **Purpose**

To seek Council's approval to apply the common seal on License to Maintain for Lot 97 Peppimenarti.

##### **Background**

In December 2019, Council submitted an expression of interest to NLC for a Licence to Maintain over Lot 88 Peppimenarti.

NLC have approved Council's application and a copy of the LTM is tabled for Council's consideration.

Particulars of the Lease are as per attached Schedule 1.

The Traditional Owners provided consent to a smaller area of lot 97 than that sought by the WDRC, to include the softball oval only (refer to Schedule 3 attached)

##### **Impact for Council**

Financial impact of \$1.00 per annum + additional insurance for public liability.

##### **Recommendation**

- 1. That Council approves the use of the Common Seal to be applied to the Licence to Maintain over Lot 97 Peppimenarti between the Daly River/Port Keats Aboriginal Land Trust, West Daly Regional Council and Northern Land Council**

##### **Attachments**

- 1** Schedule 1 and 3 - LTM Lot 97 Peppimenarti



**SCHEDULE 1. PARTICULARS**

<b>1. Land</b>	Lot 97 at Peppimenarti as depicted on the Map at Schedule 3.
<b>2. Rights granted to Licensee</b>	The right to access the Land via established routes of direct access and to use the Land and any building upon it for the Purpose.
<b>3. Rights reserved to Land Trust</b>	The right to grant any estate, interest or licence in, or other right in respect of, or permit or authorize the doing of any activity including the construction of any building on any part of the Land, provided such estate, interest, licence, right or activity is not inconsistent with the grant of rights under this Licence.
<b>4. Commencement Date</b>	Upon execution of the agreement by all parties.
<b>5. Term of Licence</b>	12 years.
<b>6. Licence Fee</b>	\$ 1.00 per annum.
<b>7. Manner of payment of Licence Fee</b>	If and when demanded by the Land Council in writing.
<b>8. Other costs payable by the Licensee</b>	Not Applicable.
<b>9. Land Trust's Representative and address for service of notices.</b>	C/O Chief Executive Officer Northern Land Council 45 Mitchell Street DARWIN NT 0800
<b>10. Licensee's Representative and address for service of notices</b>	C/O Chief Executive Officer West Daly Regional Council PO Box 36294 WINELLIE NT 0821
<b>11. Land Council's Representative and address for</b>	Chief Executive Officer Northern Land Council 45 Mitchell Street

<b>service notices</b>	<b>of</b> DARWIN NT 0800
<b>12. Public liability insurance amount</b>	\$20,000,000.00.
<b>13. Further Term</b>	Nil.
<b>14. Permits</b>	Not Applicable.
<b>15. Township</b>	Peppimenarti.
<b>16. Purpose</b>	To maintain a Softball Oval.
<b>17. Permitted Use</b>	<ul style="list-style-type: none"> <li>a. the construction of buildings and infrastructure on the Land for the Purpose as approved in accordance with clause 6;</li> <li>b. alteration, extension, restoration, refurbishment or fitting out of buildings or infrastructure on the Land for the Purpose as approved in accordance with clause 6;</li> <li>c. the use of the Land for the Purpose;</li> <li>d. the use of buildings or infrastructure on the Land for the Purpose;</li> <li>e. the maintenance, repair, modification, improvement, replacement and removal of buildings and infrastructure on the Land for the Purpose as approved in accordance with clause 6;</li> <li>f. landscaping and clearing of the Land for the Purpose as approved in accordance with clause 6; and</li> <li>g. the right to provide services to the Land for the Purpose.</li> </ul>



SCHEDULE 3. LAND



Section 19 ALRA licence  
Lot 97 Peppimenarti