AGENDA

ORDINARY COUNCIL MEETING

THURSDAY, 26 MAY 2022

Notice is given that the next Ordinary Council Meeting of Tiwi Islands Regional Council will be held on:

- Thursday, 26 May 2022 at
- Pirlangimpi (Garden Point)
- Commencing at 10:00am

Your attendance at the meeting will be appreciated.

Valerie Rowland
Chief Executive Officer

AGENDA

1 WELCOME & APOLOGIES

1.1 Welcome
- 1.1.1 Opening of Meeting
- 1.1.2 CEO welcome to Councillors & guests

1.2 Present

1.3 Apologies

1.4 Leave of Absence

1.5 Declaration of Interest of Members or Staff

Section 73 of the Northern Territory *Local Government Act* states**:**

Section 73 Conflict of interest

(1) A member has a ***conflict of interest*** in a question arising for decision by the council, local board or council committee if the member or an associate of the member has a personal or financial interest in how the question is decided.

(2) This section does not apply if the interest is:

(a) an interest in a question about the level of allowances or expenses to be set for members; or

(b) an interest that the member or associate shares in common with the general public or a substantial section of the public; or

(c) an interest as an elector or ratepayer that the member or associate shares in common with other electors or ratepayers; or

(d) an interest that the member or an associate has in a non-profit body or association; or

(e) an interest of the member or an associate:

(i) in appointment or nomination for appointment to a body with predominantly charitable objects; or

(ii) in payment or reimbursement of membership fees, or expenses related to membership, in such a body; or

(f) an interest so remote or insignificant that it could not reasonably be regarded as likely to influence a decision.

Section 74 Disclosure of interest

(1) As soon as practicable after a member becomes aware of a conflict of interest in a question that has arisen or is about to arise before the council, local board or council committee, the member must disclose the personal or financial interest that gives rise to the conflict (the ***relevant interest***):

(a) at a meeting of the council, local board or council committee; and

(b) to the CEO.

(2) The CEO must record the disclosure in a register of interests kept for the purpose.

Section 12 of the Northern Territory Local Government (Administration) Regulations states:

Section 12 Contents of register of interests

The register of interests to be kept under section 74(2) of the Act must contain:

(a) the name of the member making the disclosure; and

(b) the nature of the interest that gives rise to the conflict of interest; and

(c) the nature of the question on which the conflict of interest arises.

Does any Councillor of Senior Officer have any conflicts of interest to declare at this point of procedings?

1.6 Confirmation of Previous Minutes
Ordinary Meeting - 21 April 2022 1

2 GENERAL BUSINESS

Nil

3 VISITORS AND PRESENTATIONS

Nil

4 CORRESPONDENCE

Nil

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7 BUSINESS ARISING

Nil

MINUTES OF THE ORDINARY COUNCIL MEETING HELD IN THE WURRUMIYANGA (BATHURST ISLAND) ON THURSDAY, 21 APRIL 2022 AT 10:00AM

1 Welcome & Apologies

1.1 Welcome

The meeting opened at 10:30am
The Mayor welcomed councillors and guests.

1.2 Present

COUNCILLORS	
Mayor Pirrawayingi	Pirlangimpi Ward
Deputy Mayor Leslie Tungutalum	Wurrumiyanga Ward via teleconference
Councillor Stanley Tipiloura	Wurrumiyanga Ward
Councillor Jennifer Clancy	Wurrumiyanga Ward
Councillor Francis Xavier Kurrupuwu	Wurrumiyanga Ward
Councillor Luke Tipuamantumirri	Wurrumiyanga Ward
Councillor Jeffrey Ullungura	Milikapiti Ward
Councillor Pius Tipungwuti	Milikapiti Ward via teleconference
Councillor Lynette De Santis	Milikapiti Ward via teleconference
STAFF	
Valerie Rowland	Chief Executive Officer
Bala Donepudi	Chief Financial Officer
Bill Toy	Manager Community Engagement via teleconference
Helen Daiyi	Governance & Compliance Coordinator
GUESTS	
Marion Scrymgour	Federal Labor Candidate for Lingiari
Senator Malarndirri McCarthy	ALP Senator for NT
Senator Jenny McAllister	ALP Senator for NSW

Minuter:
Helen Daiyi (Governance & Compliance Coordinator)

1.3 Apologies

Apologies from members who were absent from the meeting

Councillor Therese Bourke	Pirlangimpi Ward
Councillor Gideon Pangiraminni	Pirlangimpi Ward
Councillor Peter Kantilla	Wurrumiyanga Ward

RECOMMENDATION

That members

1. **Accept the acknowledgement from the members that they were unable to attend the meeting.**

2. **Approve the applications from the members for leave of absence from the meeting.**

ACTION:

Resolution to be passed at next OCM 26th May 2022

1.4 Leave of Absence

Nil

1.5 Declaration of Interest of Members or Staff

1.6 Confirmation of Previous Minutes

Ordinary Meeting - 31 March 2022

31 **RESOLUTION**

Moved: *Luke Tipuamantumirri*
Seconded: *Francis Xavier Kurrupuwu*

That the minutes of the Ordinary Meeting on 31 March 2022 as circulated, be confirmed as a true and correct record of that meeting.

CARRIED

2 GENERAL BUSINESS

Nil

3 VISITORS AND PRESENTATIONS

Marion Scrymgour	Federal Labor Candidate for Lingiari
Senator Malarndirri McCarthy	ALP Senator for NT
Senator Jenny McAllister	ALP Senator for NSW

Presented to Council at 11:55pm

4 CORRESPONDENCE

Nil

5 REPORTS FOR DECISION

5.1 COUNCIL ENDORSEMENT OF THE FIRST REVIEW OF THE BUDGET FOR THE FINANCIAL YEAR 2021

32 **RESOLUTION**
Moved: *Jennifer Clancy*
Seconded: *Francis Xavier Kurrupuwu*

That Council approve the second amended budget for 2021-22

CARRIED

5.2 PROPOSED LEVEL OF RATES INCREASE 2022/2023

33 **RESOLUTION**
Moved: *Jennifer Clancy*
Seconded: *Luke Tipuamantumirri*

That Council adopt a level of rate increase it deems appropriate for 2022/23 Budget.

CARRIED

5.1 WURRUMIYANGA LOCAL AUTHORITY RESOLUTION ITEMS

34 **RESOLUTION**
Moved: *Luke Tipuamantumirri*
Seconded: *Jennifer Clancy*

That Council note all resolution items passed at the Wurrumiyanga Local Authority held on Wednesday 20th April 2022 and approve/ do not approve the following resolution items:

1. **That the Wurrumiyanga Local Authority approve for CatholicCare NT (CCNT) to use the Wurrumiyanga Recreation Hall free of charge.**

2. **That the Wurrumiyanga Local Authority approves for an extra $20,000 of local authority funds to be allocated to fund the employment of the Tiwi Project Officer position at the museum**

CARRIED

6 REPORTS FOR INFORMATION

6.1 CHIEF EXECUTIVE OFICER'S REPORT

35 **RESOLUTION**
Moved: *Stanley Tipiloura*
Seconded: *Lynette DeSantis*

That Council receive and note this report 242872 for information.

CARRIED

6.2 INFRASTRUCTURE REPORT END OF MONTH FOR MARCH 2022

36 **RESOLUTION**
Moved: *Pirrawayingi P*
Seconded: *Luke Tipuamantumirri*

That Council receive and note this report 243278 for information.

CARRIED

6.3 BOATSHED PAYMENTS FOR FERRY

37 **RESOLUTION**
Moved: *Francis Xavier Kurrupuwu*
Seconded: *Luke Tipuamantumirri*

That Council receive and note this report 243282 for information.

CARRIED

6.4 EOM REPORT COMMUNITY ENGAGEMENT FOR MARCH 2022

38 **RESOLUTION**
Moved: *Jeffrey Ullungura*
Seconded: *Stanley Tipiloura*

That Council receive and note this report as information.

CARRIED

6.5 FINANCE END OF MONTH REPORT – MARCH 2022

39 **RESOLUTION**
Moved: *Jennifer Clancy*
Seconded: *Francis Xavier Kurrupuwu*

That Council notes and accepts the Finance Report for the reporting period to 31 March 2022

CARRIED

6.6 TIRC COUNCILLORS MEETING ATTENDANCE REGISTER FOR 2021/2022

RECOMMENDATION:

That the Council note the updated meeting attendance register for 2021/2022

6.1 TIRC - AERODROME MANUAL

40 **RESOLUTION**
Moved: *Stanley Tipiloura*
Seconded: *Lynette DeSantis*

That Council received and note this report 243325 for information

CARRIED

7 BUSINESS ARISING

Nil

8 Next Meeting

Thursday, 26 May 2022

9 Closure

The meeting closed at 3:12pm.

8 NEXT MEETING

Thursday, 23 June 2022

9 CLOSURE

Meeting closed at…….

REPORTS FOR DECISION

ITEM NUMBER 5.1
TITLE Councilbiz Fees
REFERENCE 243546
AUTHOR Valerie Rowland, Chief Executive Officer

Tiwi Islands Regional Council is an Executive Board Member of Councilbiz. Councilbiz has provided vital support at an operational level for fee for services in areas of Rates and Payroll to ensure the best services outcome is being met operationally.

BACKGROUND

Councilbiz has created a stronger working relationship with Council providing services in payroll and Rates.

The role and support offered by Councilbiz under the leadership of Greg Troughton has strived to ensure TIRC and other regional council have the capacity to manage the ever changes in Telecommunication, assigning a dedicated officer to work with Finance on the Declarations of Rates to all our paying clients to ensuring that Council is meeting financial management compliance and regulations.

ISSUES/OPTIONS/CONSEQUENCES

Council has overall suffered a loss in staffing numbers which has caused the lack of experience and skills as a distribution point in Rates.

In payroll has one dedicated staff member and the support provided by Councilbiz has ensured payroll process are being adhered to for both staff and Councilors.

CONSULTATION & TIMING

Nil

RECOMMENDATION:

That Council recommends to approve fees as required to assist with the ongoing ICT assistance and support in areas of the Rates and Payroll

ATTACHMENTS:

There are no attachments for this report.

REPORTS FOR DECISION

ITEM NUMBER	5.2
TITLE	Proposal to Support TIRC to update and refresh the strategic and operational risk registers
REFERENCE	243578
AUTHOR	Valerie Rowland, Chief Executive Officer

In August 2021 KMPG engaged as a consultant to assist TIRC in the development of a Risk Management Framework to provide guidance on operational and non-operational functions across TIRC.
The proposal is to assistance management in both operational and non-operational areas in finalising the operational risk register and refreshing the strategic risk register for Council.

BACKGROUND

The purpose of the proposal is to assistance the CEO and all managers in both operational and non-operational functions across Council to manage risk before it becomes a major concern.
One of the risks identified conducted in 2014, Compliance Review Report, Tiwi Island Regional Council was the standards of financial management such as procurement processes were carried out.

ISSUES/OPTIONS/CONSEQUENCES

The concern for Council is the staff turnover across Council where those employees with qualifications in finance for example contract management, project officer and others delivering services. Many of the resignations received have cited family reasons with some moving interstate.
There is a risk to Council in regards to loss of skills, overspending or funds are no longer been approved to Council due to lack of services.
Attached are costs associated for services to be provided by KPMG.

CONSULTATION & TIMING

OCM 26 May 2022.

RECOMMENDATION:

That Council **approves/not approve** the proposed services of KPMG to update and refresh the strategic and operational risk registers.

ATTACHMENTS:

1 TIRC-Risk Register Review-06052022.pdf
2 Appendix 1-KPMG Terms and Conditions of Business.pdf

Advisory
18 Smith Street
Darwin NT 0800

ABN: 51 194 660 183
Telephone: 08 8982 9000

Attention: Valerie Rowland
Chief Executive Officer
Tiwi Islands Regional Council
By email

Contact Dave Howie
0448 913 075

6 May 2022

Dear Valerie

Proposal to support Tiwi Island Regional Council to update and refresh the strategic and operational risk registers

Thank you for the opportunity to provide the Tiwi Island Regional Council (the Council) with advisory services (**Engagement**) to support the Council in the further maturity of its strategic and operational risk at the Council.

This letter (**Engagement Letter**), together with KPMG's Terms and Conditions of Business, as attached in Appendix 1 (**Terms**), confirms our understanding of the services to be provided (**Services**) and the terms of the Engagement.

Please indicate your acceptance of the terms by signing the acknowledgement at the end of the Engagement Letter and returning the signed Engagement Letter to me.

1. Background

KPMG has supported the Council with developing its strategic risk register originally in February 2020, and then a refresh in August 2021. At the completion of the refresh in August 2021, we supported the next steps through providing a draft set of operational area risk registers for the Council to complete. Council is now seeking support on progressing next steps of risk management.

2. Scope

The purpose of the Engagement is to assist you with finalising the operational risk register and refreshing the strategic risk register for the Council.

The scope of the Engagement is agreed as follows:

i. Whole of Council Risk Register Update: Conduct consultations and refresh the existing whole of council strategic risk register last updated in August 2021. Update for any new risks and any further development of the controls in place to manage each risk. A refreshed risk register will then be prepared for presentation to the Audit Committee.

ii. Area Risk Registers: Facilitate the completion of the six area risk registers (Airport Operations, Inter-Island Ferry Operations, Infrastructure Asset Management, Human Resources, Workplace Health & Safety, Finance, Community Services). This will include completion of existing control information and any control improvement

KPMG, an Australian partnership and a member firm of the KPMG network of independent member firms affiliated with KPMG International Cooperative ("KPMG International"), a Swiss entity.

opportunities. Each area risk register will be presented to the Audit Committee on a rotational basis by the Manager overseeing each area and the CEO.

iii. Training: Deliver a one hour workshop to line managers and the executive on practical tips for embedding 'good risk culture' at the Council.

(collectively, **Scope**).

3. Deliverable/s

The deliverable/s for the Engagement will consist of the following, as requested by you:

- A non-branded updated strategic risk register summarising the assessment framework; strategic risks, risk ratings; and
- A non-branded area risk register (for each area) summarising the key risks (what must go right), controls and improvement opportunities;
- A non-branded training workshop of one hour – slides will be available to Council.

(collectively, **Deliverables**).

A draft of the Deliverables will be provided to you for review and comment prior to final delivery.

4. Use of Deliverable/s

The Deliverables provided to you, as part of the Engagement, are solely for the purpose set out in the *Scope* Section of the Engagement Letter.

4.1. Non-KPMG branded deliverables

The above *Deliverables* Section specifies that a non-KPMG branded deliverable will be provided under the Engagement. When a deliverable is non-KPMG branded (i.e. with your branding applied, or prepared on plain paper, and without reference to KPMG), then subject to clause 6.2 of the Terms, once it has been provided to you in final form, it becomes your internal working document, for which you are responsible. Accordingly, you may alter, amend or provide it to third parties as you consider appropriate, provided that it does not contain any reference to us and does not include the KPMG logo. Further, you must not make any express or implied, written or verbal, reference to us in relation to the deliverable.

5. Timetable

The anticipated timetable for the Engagement is as follows:

Milestone	Estimated Timing
Strategic Risk Update – consultations	Week 1
Area Risk Register – consultations & deliverable development	Week 1-3
Draft deliverables issued and promulgated	Week 4-6
Final deliverables issued	Week 6

You will be provided with periodic updates on the progress of the Engagement as necessary. In conducting the Engagement, we shall use all reasonable endeavours to meet the anticipated timetable and, if required, we will advise you of any milestones of the Engagement that we feel are at risk of not being met.

6. Engagement team

Our proposed team will consist of KPMG professionals with the appropriate knowledge and experience in the subject matter.

Dave Howie, Partner, will serve as the overall Engagement Partner and will lead the delivery of the Engagement with the support of **Preena Johnson**, Manager.

We will draw upon additional KPMG resources as considered appropriate.

7. Professional fees, expenses and invoicing

7.1. Fees

Our Fees with respect to the engagement will be based on time and materials capped at $5,500 (excluding GST) applying the following hourly rates (excluding GST):

- Dave Howie - Partner $375
- Preena Johnson – Manager $275
- Senior Consultant $190
- Consultant $100

In arriving at this budget, to work within your budgetary constraints, we have waived our Technology & Administration Charge of 3.5%.

7.2. Expenses

Please note that any Expenses incurred as part of our work will be re-charged on the basis of costs incurred. It is not expected that travel to the Tiwi Islands will be required.

7.3. Invoices

An invoice for 50% of the fee will be issued at the half way point of the engagement, with a final instalment for 50% being issued at the delivery of the final deliverables.

8. Terms

As noted, the Terms are attached in Appendix 1 and form part of, and should be read in conjunction with, the Engagement Letter.

9. General Matters

We look forward to the continuation of our association with you and welcome the opportunity to provide you with any additional services that you may require in the future.

Please contact us if you require clarification of the above matters.

Yours sincerely

Dave Howie
Partner

Enclosures:
Appendix 1: KPMG Terms and Conditions of Business

Acknowledgment

The terms of the Engagement, as provided in the above Engagement Letter and the attached Terms, are understood and accepted for and on behalf of Tiwi Islands Regional Council, for whom I am duly authorised.

Signed: .....

Name: .....

Position: .....

Date: .....

Appendix 1

KPMG Terms and Conditions of Business

See separate document.

KPMG

KPMG Terms and Conditions of Business

Appendix 1
1 July 2021

1. Introduction

1.1. This Agreement governs the provision of the Services.

1.2. You can accept this Agreement as described in our engagement letter, or by continuing to instruct us in relation to the Services. This Agreement applies to all Services, including those provided prior to such acceptance.

2. Our Services

2.1. We may engage Assisting Parties to assist us in performing the Services.

2.2. Unless expressly specified in the engagement letter, the Services are not performed in accordance with any auditing, review or assurance standards, and the use of the terms "audit", "assurance", "review" or similar in any materials, including the engagement letter or any Deliverable, or in any other form, whether express or implied, written or verbal, is not intended to suggest otherwise. The Services do not include the provision of legal advice or services.

2.3. We may provide services to persons whose interests compete or conflict with yours, provided that where we determine that the provision of such services gives rise to a specific and direct conflict of interest we will put in place appropriate ethical dividers.

3. Information and access provided by you

3.1. You agree to promptly provide us and any Assisting Parties with all relevant assistance, information, access to personnel, systems, technology, equipment and other materials, as well as safe access to premises, reasonably required by us to provide the Services.

3.2. We will rely on the accuracy and completeness of Your Materials and we will not verify it. You must notify us in writing of any changes to Your Materials that may affect our Services.

3.3. In providing the Services, we will only be regarded as having or knowing information provided to or known by the Personnel providing the Services. This is the case even if other Personnel have separately been provided with or know additional information.

3.4. We may Use information obtained in performing the Services:

a) for Business Purposes, provided that any output is anonymised or aggregated so that no Personal Information or information relating specifically to you is reasonably identifiable; and

b) in order to identify and mitigate any quality, conduct or risk management issue.

3.5. We will store information obtained in performing the Services in accordance with our policy set out at www.kpmg.com/au/3Pcloudproviders.

4. Use of our Services

4.1. Any Deliverable is for your sole use and benefit and may only be used for the purposes set out in this Agreement or otherwise agreed by us in writing. Subject to clauses 6.2 and 6.3, you may not provide any Deliverable to a third party, or use our name, logo or trademarks in any marketing, promotional material or other publication, unless required by law or with our prior written consent.

4.2. We will not update the Deliverables after we have delivered them in final form, and will not be responsible for any changes you make to them without our prior written consent.

4.3. You are responsible and accountable for managing your business and affairs and deciding what to do after receiving the Services, including whether to implement our advice or recommendations and complying with laws and regulations that affect you.

5. Our fees

5.1. You agree to pay:

a) our fees as set out in the engagement letter and any reasonable expenses incurred in connection with the Services;

b) our technology and administration charge (being 3.5% of our fees); and

c) where applicable, compliance charges as detailed in clause 5.4.

5.2. Our fees, expenses and charges are exclusive of GST (unless stated otherwise). In addition to the amount payable, you must pay us any GST applicable to any Taxable Supplies we make, and we will provide you with tax invoices for those supplies.

5.3. You agree to pay our fees, expenses and charges, plus any applicable GST, within 14 days from the date of issue of our invoice.

5.4. If we are required by law or by reason of any judicial, regulatory, professional or administrative process to produce documents, provide information or give evidence in connection with the Services, or if we determine it is necessary to investigate any matter disclosed to us as an Eligible Recipient, you agree to:

a) pay for the time spent by us at our then-current rates, and any expenses incurred by us, in complying with that requirement, except where a claim or regulatory action is against us; and

b) promptly cooperate with us, including providing any consent, to the extent necessary for us to comply with that requirement.

6. Confidentiality and IP

6.1. Each party will keep the other's Confidential Information confidential and use it only for the purposes permitted in this Agreement, including performing or receiving the Services. Each party will protect the other's Confidential Information as it would protect its own, using at least a reasonable standard of care.

6.2. Each party may disclose the other's Confidential Information:

a) to its legal advisers and external auditors;

b) where we are the recipient of the Confidential Information:

i. to any Assisting Party;

ii. to our insurers, professional advisers or financiers;

iii. to the extent necessary for us or Personnel to comply with applicable professional and ethical standards or codes, or where we are required to do so by a regulatory or disciplinary body; or

iv. in accordance with clause 3.4;

c) to the extent required by law; or

d) with the prior written consent of the disclosing party.

Except for disclosure under paragraphs (b)(iii), (b)(iv) or (c), the recipient must ensure that any person to whom it makes a disclosure is required to keep the Confidential Information confidential on substantially the same basis as this clause 6.

6.3. Notwithstanding any other provision of this Agreement, where the Services are tax services and either:

a) you are:

i. an entity that is registered with the United States Securities and Exchange Commission (an **SEC Registrant**); or

ii. an affiliate of an SEC Registrant,

that is audited by a Member Firm; or

b) the Services involve providing advice on a transaction or event, the consequences of which may be reflected on a US tax return,

you may disclose to any third party any part of the Deliverables that relate to the tax treatment and structure of any transaction to which the Services relate (**Tax Deliverables**).

6.4. Where clause 6.3 is applicable:

a) you must promptly notify us of who the Tax Deliverables have been disclosed to and any confidentiality conditions imposed at any time in relation to those Tax Deliverables; and

b) if you disclose any Tax Deliverables to any third party you must (where legally permissible to do so and prior to disclosing any Tax Deliverables) notify the recipient in writing and obtain the recipient's written acknowledgement that the recipient may not: (i) rely upon the Tax Deliverables; and (ii) hold Member Firms liable for any liability arising in connection with the Services. You must promptly provide us with a copy of the written acknowledgement.

6.5. We may use and disclose:

a) knowledge, experience and skills of general application gained through the provision of the Services: and

b) your name, contact details, logo and a description of the Services for marketing purposes.

6.6. We own our internal working documents and we or our licensors own, or have appropriate rights relating to, all intellectual property rights in the Services. We grant you a non-exclusive, non-transferable, royalty-free licence to use the Deliverables as described in clause 4.1.

6.7. This Agreement does not affect the ownership of any intellectual property rights in Your Materials. You grant us a non-exclusive, non-transferable, royalty-free licence to Use Your Materials as described in this Agreement, including to provide the Services. You must ensure Use of Your Materials in accordance with this Agreement does not infringe the rights of any third party.

7. Privacy

7.1. We may Use (including disclosing to persons located outside Australia) Personal Information as set out in our privacy policy at www.kpmg.com.au.

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7.2. You agree to provide all necessary notifications and obtain any necessary permissions or consents in connection with our Use of Personal Information or Confidential Information as contemplated by this Agreement.

8. Liability

8.1. Where any scheme approved under professional standards legislation applies to any Services, our liability in relation to the Services to which the scheme applies is limited in accordance with the scheme.

8.2. Where clause 8.1 does not apply, to the extent permitted by law our maximum aggregate liability is limited to the lesser of 10 times the fees paid by you for the Services or $20 million.

8.3. To the extent permitted by law, we are not liable for any: (a) indirect or consequential loss or damage; or (b) loss of or damage to business, goodwill, or reputation; loss of revenue or profits; loss of, damage to, or unauthorised access to data; or business interruption.

8.4. If a guarantee or other provision is implied or imposed by law in connection with the Services or this Agreement, and we are permitted to do so, our liability for breach of that guarantee or other provision is limited to one or more of the following at our option:

a) in the case of goods: the replacement or repair of the goods or the supply of equivalent goods; or the payment of the cost of replacing or repairing the goods or acquiring equivalent goods; and

b) in the case of services: the re-supply of the services; or the payment of the cost of having services re-supplied.

8.5. This clause 8 applies to any claim or liability in connection with the Services or this Agreement, regardless of the basis on which it arises, whether in contract, tort (including negligence), under statute or otherwise.

8.6. You agree not to bring any claim against any Member Firms (other than us) or Personnel in connection with any Services they perform which fail to meet the requirements of the Agreement. You acknowledge that damages are unlikely to be an adequate remedy for your breach of this clause 8.6, and we may enforce this clause 8.6 on behalf of other Member Firms and Personnel.

9. Suspension and termination

9.1. We may suspend the Services for so long as: any fees payable by you are overdue; you fail to provide us with assistance, information or access required under clause 3; or there is a dispute the subject of clause 10.

9.2. Either party may terminate this Agreement immediately by written notice to the other if: the other materially breaches this Agreement and fails to remedy that breach on 14 days' notice; the other becomes insolvent; or the Services are suspended for more than 21 days under clause 9.1.

9.3. We may also terminate this Agreement immediately by written notice if, in our reasonable opinion, our provision of Services:

a) does or would breach or is inconsistent with any applicable laws, regulations, professional or ethical standards or codes or internal directions or policies (including any requirements relating to independence);

b) has the potential to bring us into disrepute; or

c) may expose Personnel to unreasonable physical or personal risk.

9.4. Termination does not affect any accrued rights of either party, including your obligation to pay our fees, expenses and charges for work performed up to the effective date of termination.

10. Dispute Resolution

10.1. If any dispute arises in connection with this Agreement or Services (**Dispute**):

a) the party raising the Dispute must notify the other party of the Dispute, with sufficient detail to enable the dispute to be considered (**Dispute Notice**); and

b) the parties must engage in confidential senior level negotiations with a view to resolving the Dispute.

10.2. If a Dispute has not been resolved within 14 days after the Dispute Notice is given, the parties agree to refer the Dispute to mediation, as soon as practicable, in accordance with such rules as the parties may agree, or failing such agreement, as specified by the President of the Law Society of New South Wales.

10.3. If a Dispute has not been resolved following mediation, the Dispute must be referred to arbitration conducted in English, in Sydney and in accordance with the ACICA Arbitration Rules. The number of arbitrators will be one if the amount in Dispute is under $10 million or three if the amount in Dispute is $10 million or more.

10.4. In making an award in the arbitration, the tribunal must:

a) determine the rights and liabilities of the parties in the same way as if Proportionate Liability Legislation applied to each claim in the arbitration, irrespective of whether or not the tribunal is otherwise bound or entitled to apply Proportionate Liability Legislation and whether or not the claim is an apportionable claim under Proportionate Liability Legislation;

b) in so doing, have regard to the comparative responsibility of the parties to the arbitration and of any concurrent wrongdoer who is not a party to the arbitration; and

c) give full effect to this clause notwithstanding any provisions in Proportionate Liability Legislation which express a contrary intention or which are inconsistent with this clause, and notwithstanding the inability of the parties in the arbitration to join any concurrent wrongdoers in the arbitration.

It is the intent of this clause to apply proportionate liability to all claims within the arbitration, even if they would not be subject to proportionate liability if made in court.

10.5. No court proceedings may be commenced in relation to a Dispute other than in accordance with section 34A of the *Commercial Arbitration Act 2010* (NSW) or to seek Urgent Relief.

11. Collaboration Tools

11.1. In connection with the supply of the Services, we may offer access to third party tools such as collaboration, data visualization and online reporting tools (**Tools**), some of which may be hosted offshore. Unless we provide Tool-specific terms and conditions, where we grant you access to a Tool the terms set out at www.kpmg.com/au/collabtools-terms apply, and you agree to comply with those terms. We may change those terms by providing you 30 days' notice, or such shorter period as we may reasonably require. If you do not accept those changes you must cease using the Tools.

12. General

12.1. This Agreement is governed by the laws of New South Wales and subject to clause 10 the parties unconditionally submit to the exclusive jurisdiction of the courts sitting in New South Wales.

12.2. This Agreement does not limit or exclude any liability of a party that cannot be excluded or limited by law.

12.3. Subject to clause 12.2 this Agreement constitutes the entire agreement between the parties regarding the provision of the Services, and supersedes all previous agreements or understandings relating to the Services. Subject to clause 11, no variation of this Agreement is effective unless agreed by the parties in writing.

12.4. If there is any inconsistency between these terms and the engagement letter provided with these terms, the engagement letter prevails.

12.5. Clauses 3.4, 4, 5, 6, 7, 8, 9.4, 10, 11, 12 and 13 survive termination or expiry of this Agreement, together with any other clause which by its nature is intended to do so.

12.6. Any term of this Agreement which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity or enforceability of the remainder of this Agreement or term is not affected.

12.7. Neither party will be liable for any failure to perform its obligations (other than an obligation to pay) under this Agreement to the extent that performance is delayed, prevented, restricted or interfered with for any reason beyond the reasonable control of that party.

12.8. Nothing in this Agreement is intended to constitute a fiduciary relationship, relationship of employment, or an agency, partnership, franchise or trust.

12.9. A reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it.

12.10. The term "including" is not a term of limitation.

12.11. We:

a) will perform the Services in accordance with our Human Rights Policy, available at www.kpmg.com.au;

b) are undertaking an ongoing process to identify Modern Slavery risks in our operations and supply chain; and

c) will report on the Modern Slavery risks in our operations and supply chain in our annual modern slavery statement, in accordance with our obligations under the Modern Slavery Act.

12.12. The supply of the Services may involve us receiving a percentage-based referral fee or value added commission.

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13. Definitions

Agreement means these terms and the engagement letter provided with these terms.

Assisting Parties means (i) Member Firms; and (ii) our third party contractors and suppliers, including cloud computing providers; those who assist us in performing the Services; and those engaged to facilitate and support Member Firms' businesses.

Business Purposes means to enable Member Firms, including with the assistance of Assisting Parties: (i) to provide and enhance services and deliverables to clients (including you); (ii) to develop thought-leadership, expertise and know-how; and (iii) to derive non-attributable insights and provide benchmarking services.

Confidential Information means information disclosed in connection with this Agreement which by its nature is confidential, is designated as confidential, or which the recipient knows or reasonably ought to know is confidential, but does not include information that is in the public domain without a breach of confidence, is obtained from a third party without an obligation of confidence, or is independently developed without breach of this Agreement.

Deliverable means any advice, recommendation, information or other deliverable made available to you in any form, whether electronic, digital, hard copy or otherwise (including any draft).

Eligible Recipient has the meaning given to that term in the *Corporations Act 2001* (Cth) and the *Taxation Administration Act 1953* (Cth).

Entity means an organisation of any nature (whether incorporated or not) including any partnership or company.

KPMG Global Organisation means, as applicable, any or all of: KPMG International Limited (an English company limited by guarantee); KPMG International Services Limited (an English company limited by guarantee); KPMG International Cooperative (a Swiss entity); and their respective subsidiaries.

Member Firms means us, KPMG Global Organisation, and any Entities that are: (i) members of KPMG Global Organisation (**Members**); (ii) parties to a participation agreement which permit it to be part of the KPMG network (**Sublicensees**); or (iii) directly or indirectly, wholly or dominantly owned or controlled by any Member, Sublicensee or KPMG Global Organisation.

Modern Slavery means conduct defined as "modern slavery" in the Modern Slavery Act.

Modern Slavery Act means the *Modern Slavery Act 2018* (Cth).

Personal Information has the meaning given to that term in the *Privacy Act 1988* (Cth).

Personnel means the partners, officers, employees, contractors, secondees and agents of us and our Assisting Parties.

Proportionate Liability Legislation means any legislative provisions relating to proportionate liability which are applicable to a claim, which would be applicable to the claim if it were made in a court, or which would be applicable to the claim if it were an apportionable claim.

Services means the services and Deliverables that we provide to you in connection with the engagement letter.

Taxable Supplies has the meaning given to that term in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Urgent Relief means urgent injunctive, interlocutory or declaratory relief in respect of a Dispute or the enforcement of a payment due under this Agreement.

Use means collect, use, access, modify, transfer, sublicence and disclose.

We, us (or derivatives) means the KPMG contracting party identified in the engagement letter, except in clauses 3.4, 5.4, 6.5, 8.1, 8.2, 8.3, 8.4 and 9.3(b) where they mean Member Firms.

Your Materials means any information, materials, systems, technology or equipment provided or made available to us by you or by third parties on your behalf in the performance of the Services.

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REPORTS FOR DECISION

ITEM NUMBER	5.3
TITLE	Tiwi Islands Regional Council Aerodrome Manual
REFERENCE	243584
AUTHOR	Valerie Rowland, Chief Executive Officer

The purpose of the report is to describe how work undertaken across all three aerodromes is managed in compliance with the Civil Aviation Safety Regulations 1998 (CASRs), and associated Part 139 (Aerodromes) Manual of Standards 2019 (Part 139 MOS)

BACKGROUND

Individual Manual of Standards 2019 are now implemented for Bathurst, Milikapiti and Pirlangimpi Aerodromes.

The deadline was 13 May to certification of all three (3) aerodromes. Is Council had missed the 13 May deadline, all three (3) aerodromes would have been shut down due to non-certification.

The Manual of Standards will be referenced, as a guide for the management, operations and maintenance of each aerodromes.

The manual does not include the Tiwi Islands Regional Council specific Safe Work Procedures (SWP) or AMS Safe Work Method Standards (SWMS) of Standard Operating Procedures (SOP).

Each manual standards are stored and maintained by individual aerodromes by operators in their own systems.

ISSUES/OPTIONS/CONSEQUENCES

Nil

CONSULTATION & TIMING

Due to COVID teleconferences held with DIPL, CASA and AMS as part of the certification and manuals.

Copy of the each manuals have been forwarded to Tiwi Land Council on behalf of the Tiwi Aboriginal Land Trust for their information.

RECOMMENDATION:

That Council endorses the three (3) aerodrome manuals. Manuals for Bathurst Island Milikapiti and Pirlangimpi.

ATTACHMENTS:

There are no attachments for this report.

REPORTS FOR DECISION

ITEM NUMBER	5.4
TITLE	Waste Management New Asset Purchase
REFERENCE	243606
AUTHOR	David Ciosmak, Town Services Manager

SUMMARY

Waste Management and Recycling has been a focal point for Council for the past two (2) years, as a measure in tackling illegal dumping at all Council's waste sites across the Tiwi Islands. The waste sites are Wurrumiyanga, Milikapiti and Pirlangimpi in addition the six (6) homeland residents to assist in managing their small waste sites at respective homelands/outstations.

BACKGROUND

To date since receiving the first Waste funding, the following has been actioned, which has supported by these funds:-

- Consultants BelRose Consultancy and LGANT Meredith Newall.
- Waste Management Working Group
- Procedural Plans for both Pirlangimpi and Milikapiti
- Land Fill Procedure – For staff
- Ongoing communication with NTEPA who issued a Determination Order for all three (3) waste sites and many hours of work has been dedicated to address NTEPA Declaration Notices.
- Employed another operator at Wurrumiyanga waste site and will then work on other sites at Milikapiti and Pirlangimpi
- Council resolution of Closing Times and the changes in place for all waste sites.

Council recently recruited another operator to assist the current operator, who recently got injured changing grader tyres.

The expectation of the new operator is to complete the fence and gates as well as tidy up the gravel pit to the standard required by NTEPA.

A container to be based on site at the Wurrumiyanga waste site, making a more permanent presence during the day. Having a Council employee present will enable us to continue to work with community about illegal dumping, the by-laws in place and importantly the need to protect the environment and country.

ISSUES/OPTIONS/CONSEQUENCES

The best option for Council in particular for Wurrumiyanga is to purchase dedicated machinery to bolster the work carried out at Wurrumiyanga waste site. The new machinery with dedicated funding will bolster Council Civil fleet in the new financial year.

Currently there are no dedicated machinery in waste management and at times work has not been completed due to other priority arising such as road works.

For example the excavator is old and used for various civil work, the most recent the removal of mahogany stumps at the Wurrumiyanga airport. The Workshop is carrying out repairs to the best of their ability. Council has not been in a position to replace a replacement.

CONSULTATION & TIMING

Workshop mechanic and support crew.

RECOMMENDATION:

That Council pass a Resolution for the Waste and Resource Management Grant or approximately $151,000 be utilized to purchase of new tipper truck and bulldozer Dedicated for the Waste Management and Recycling Program at Wurrumiyanga.

ATTACHMENTS:
1 Isuzu N series.pdf
2 Isuzu NLR tipper.pdf
3 Isuzu NPR.pdf
4 victory quote.pdf

trucksales Buy New Truck Showroom Sell My Truck News & Reviews Help & Our sites Sign In Join

2013 Isuzu N Series

Private Used - Northern Territory

+ 5 more

$65,000*

Excl. Govt. Charges

Tipper	94,200 km	Manual	7,500 kg / 11,000 kg
Category	Odometer	Transmission	GVM/GCM

Ask the seller a question

Send John a message

Is this still available?

Full Name

Email

Phone No. Postcode

My contact details Edit

✓ Fill in this form for me next time

Please view the Carsales Network Personal Information Collection Statement.
By clicking the send enquiry button you acknowledge that you have read and agree to abide by the Carsales Network Terms and Conditions and Privacy Policy.
If you tick 'Contact me about finance', you consent to Carsales providing your information to Stratton Finance who may contact you directly. Carsales and the dealer may receive a commission from any finance obtained through this enquiry.

Send Enquiry

Comment

2013 Isuzu NPR 400 White Tipper

Excellent condition and ready to work.
Drop Side Tipper body
Lockable toolbox below tray
Airconditiong, Power Steering, Power windows, Central Locking
Only owner and very well looked after
Only 94,200 km travel
Read more

Overview

Details Specifications Expand All

Network ID	SSE-AD-7490991
Item	2013 Isuzu N Series
Badge	NPR 400
Item Condition	Excellent
Price	$65,000* Excl. Govt. Charges
Sub-Category	Tipper
Odometer	94,200 km
Drive	4x2
Colour	White
Engine Power	155 HP

Call the seller

Seller's phone number

View

John is the seller

See seller's trucksales profile

Coconut Grove, NT 0810

Engine Make	Isuzu
Transmission	Manual
Wheelbase	3365
GVM	7,500 kg
GCM	11,000 kg
Last Modified	08/04/2022

trucksales Buy New Truck Showroom Sell My Truck News & Reviews Help & Our sites Sign In Join

Ask the seller a question
Enter your details below
is this still available?
Full Name
Email
Phone No. Postcode
My contact details Edit
Fill in this form for me next time
Send Enquiry

Call the seller
Seller's phone number
View
John is the seller
See seller's trucksales profile
Coconut Grove, NT 0810

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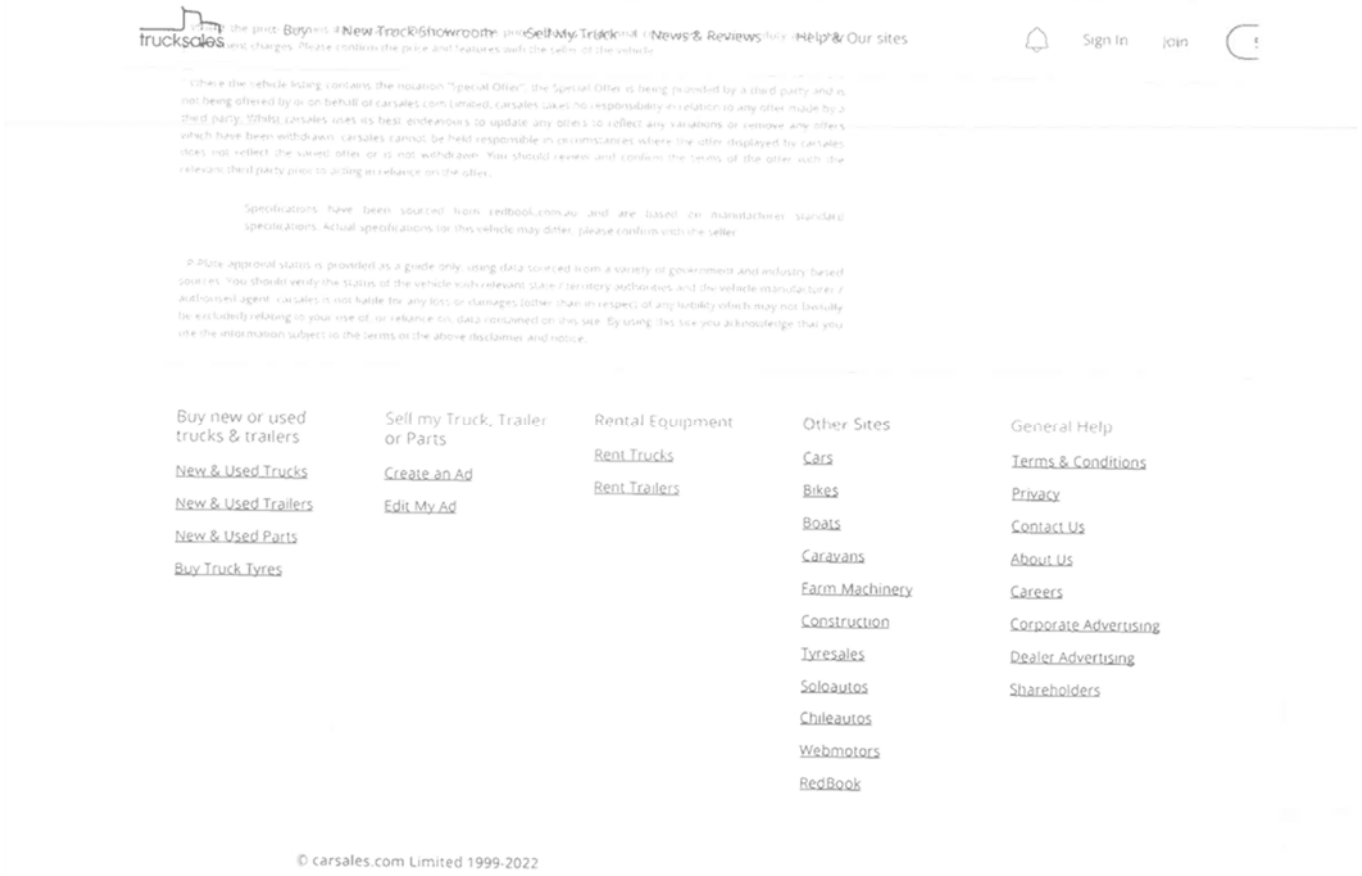
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Specifications have been sourced from redbook.com.au and are based on manufacturers' standard specifications. Actual specifications for this vehicle may differ. Please confirm with the seller.
P Plate approval status is provided as a guide only, using data sourced from a variety of government and industry based sources. You should verify the status of the vehicle with relevant state / territory authorities and the vehicle manufacturer / authorised agent. carsales is not liable for any loss or damages (other than in respect of any liability which may not lawfully be excluded) relating to your use of, or reliance on, data contained on this site. By using this site you acknowledge that you use the information subject to the terms of the above disclaimer and notice.
Buy new or used trucks & trailers
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New & Used Trailers
New & Used Parts
Buy Truck Tyres
Sell my Truck, Trailer or Parts
Create an Ad
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Rent Trailers
Other Sites
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Farm Machinery
Construction
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machines u

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Buy Hire Hot Deals

2016 Isuzu NLR 55/45-150 – Genuine Tipper

ARNCLIFFE, NSW

Follow this Ad

www.machines4u.com.au

Negotiable

$45,445 AUD ($49,990 Inc. GST)

Confirm with seller if additional costs apply

Instant Transport Estimate.

FREIGHTLANCER
A loadshift Company

Choose from 6000+ carriers ready to transport it where and when you need.

Pickup Arncliffe 2205

Dropoff Enter postcode

Get Instant Transport Quote

Specifications

Condition:	Used
Category:	Tipper Trucks
Make:	ISUZU
Year:	2016
GCM:	8000 kg GCM
Engine Power (hp):	150
Vehicle Features:	Air Conditioning
Fuel Type:	Diesel
Gross Vehicle Mass (kg):	5500 kg GVM
kms:	152093 kms
Sellers stock ID:	UT10020

Suttons Trucks
ARNCLIFFE

Member Since: May 2021 ● Gold Member

Listings: 8

Description

2016 Isuzu NLR 55/45-150 – Genuine Tipper
Truck Specs:
- 5 Speed Manual Transmission
- 3.0 L, 4 Cylinder Turbo Diesel
- GVM: 5,500 Kg (Optional: 4,500 Kg)
- GCM: 8,000 Kg (Optional: 7,000 Kg)
- Power: 150 HP / 110 kW 2,800 RPM
- Torque: 375 Nm / 277 lb. ft 1,600 – 2,800 RPM

Body Spec:

www.machines4u.com.au

- Fitted with a Genuine Shinmaywa Tipper Body – 3050mm L x 1780mm W x 370mm H (Internal)
- All Steel Body with Drop Sides
- Auto Release Two-Way Tailgate
- Shovel Rack
- Rope Rails
- Non-Slip Side Steps
- 20 Second Raise and Lower Time
- 2.0m³ Cubic Volume
- 3.2mm Thick Deck Plate
- 2.3mm Thick Side, Front and Tail Plate

Standard Features:

- Emissions: Euro V / ADR 80/03
- Meets EEV Emissions Standard
- Driver and Passenger Airbag with Seatbelt Pretensioner
- ECE-R29 Compliant Cab
- Anti-Lock Braking System (ABS)
- Stability Control System (IESC)
- Anti-Skid Regulator (ASR)
- Hill Assist
- Electric Mirrors
- Cruise Control
- Independent Front Coil Suspension
- Cornering Lamps

Price includes 3 months registration
(Ex. Govt. Charges)

Contact:
Robert James (Sales Manager)

Share this listing

Facebook Twitter Email Copy Link

Seller Details

Suttons Trucks
ARNCLIFFE

Sutton Trucks Arncliffe

● Gold | Member Since: May 2021

Suttons Trucks stock and service the full range of Isuzu Trucks, DAF & Kenworth. Flexible finance packages are available.

View (8) Listings

Trading Hours

www.machines4u.com.au

machines u

Buy Search 52,250 Listings.. Search

Buy Hire Hot Deals

2011 ISUZU NPR 300 - Tipper Trucks - Medium

ACACIA RIDGE, QLD

Follow this Ad

$50,818 AUD ($55,900 Inc. GST)

Confirm with seller if additional costs apply

www.machines4u.com.au

Instant Transport Estimate.

FREIGHTLANCER
A nadshift Company

Choose from 6000+ carriers ready to transport it where and when you need.

Pickup Acacia Ridge 4110

Dropoff Enter postcode

Get Instant Transport Quote

Specifications

Condition:	Used
Category:	Tipper Trucks
Make:	ISUZU
Model:	NPR
Year:	2011
kms:	236620 kms
Sellers stock ID:	6474ABS01

EAST COAST TRUCK & BUS SALES

Member Since: Dec 2014 ● Silver Member

Listings: 49

Description

Axel Configuration: 4x2
Fuel Type: D
Reg: Available - POA
GVM: 10000
GCM: 6500
Air Conditioning: yes
Description: *** 2011 ISUZU NPR 300 *** EX QLD GOV'T *** CAR OR TRUCK LICENCE TIPPER ***
--- Fitted with a 3450mm L x 2170mm W Heavy Duty Alloy Dropside Tipper, Large Toolbox Fitted
--- Ball & Pintle Hook Towbar with 3,500kg Towing Capacity
--- 6,500 GVM, 10,000 GCM - 3960kg Tare Weight
--- 6 Speed Manual Gearbox, 4 Cylinder Turbo Diesel Engine, 155HP
--- Airconditioning, Power Steering, Power Windows, Central Locking
--- We Can Deliver Anywhere in Australia POA
--- Please Confirm all Specifications Prior to Purchase
- PD Fee - $485 - Includes Modplate/s, Jack, Tools, Tare Slip, COI/RWC
ALL PRICING INCLUDES GST
QLD DRIVE AWAY, INCLUDING 6 MONTHS REGO, $59,397
About the dealership
Proudly supplying Australia since 1989
Australian Family owned and operated business
FINANCE tailored to your needs
Insurance to suit your business requirements
Mechanical Workshop on site for all your vehicle maintenance

www.machines4u.com.au

Australia Wide Delivery
Paint and Panel Facilities to ensure your vehicle is presented to the highest possible standard
Fully Qualified Engineering Department to customise your vehicle to suit any requirements
Conveniently Located Only 20min south of Brisbane CBD and 40 minutes north of the Gold Coast
Confidence and Peace of Mind. Our Commitment to you!

Share this listing

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Seller Details

East Coast Truck & Bus Sales

● Silver | Member Since: Dec 2014

Family owned and operated since 1989. At East Coast Truck & Bus Sales we are extremely proud to supply customers all over Australia with the right vehicles for thei
Read More

View (49) Listings

Trading Hours

Visit Showroom

www.machines4u.com.au

1 England St

Dandenong Sth VIC 3175

PH: 03)9706 5266 or 1300 SAFELIFT
www.safeliftsolutions.com.au

Safelift Solutions

A.B.N. 40 787 959 969

Quote

Invoice No. 00014356

Bill To:	Ship To:
TIWI ISLANDS COUNCIL NT TIWI ISLANDS NT 0822	TIWI ISLANDS COUNCIL NT TIWI ISLANDS NT 0822

Sales Person	Your P.O No.	Ship Via	COD	Prepaid	Ship Date	Terms	Date
						Net 30th after EOM	14/04/2022

QTY	ITEM NO.	DESCRIPTION	PRICE	UNIT	DISC %	TOTAL
1	STOCK 1262 / VL360E	NEW 10/21 VICTORY VL360E WHEEL LOADER. 125HP DIESEL ENGINE. POWERSHIFT TRANS. A/C CABIN. HYD QUICK HITCH. 4in1 BUCKET. PALLET FORK ATTACHMENT & SPARE WHEEL. SERIAL No: 636149 ENGINE No: 6P21L074248	$75,900.00			$75,900.00
1	FREIGHT	AT COST TO CLIENT				

Comment:

12 MONTHS PARTS ONLY WARRANTY

Sale Amount:	$75,900.00
Freight:	$0.00 GST
GST:	$6,900.00
Total:	$75,900.00
Paid Today:	$0.00
Balance Due:	**$75,900.00**

Banking Details:

Bank: NAB
Account Name : LLIANELLI ASSET GROWTH P/L T/ AS SAFELIFT SOLUTIONS
BSB: 083 337
A/C: 598663190

Cheques Payable to:

LLIANELLI ASSET GROWTH P/L T/AS SAFELIFT SOLUTIONS

Late payment of this invoice may incure a late payment fee of 5% of invoice value per month.
Title to items on this invoice remain with Safe Lift Solutions until this invoice is paid in full.
Safe Lift Solutions reserves the right to remove items from site if this invoice is not paid by the due date.

REPORTS FOR DECISION

ITEM NUMBER	5.5
TITLE	Payroll and Rates Support - Councilbiz
REFERENCE	243617
AUTHOR	Valerie Rowland, Chief Executive Officer

TIRC is an Executive Board Member of Councilbiz as a shareholder with regular Board meeting attendances.

Support assistance from Councilbiz to TIRC.

BACKGROUND

At recent Executive Board Meeting with TIRC is a current Board Member, assistance has been offered to assist with changes such as ICT upgrades and migrating to Council, strengthening ICT systems for all Council, including ongoing support to the Rates and Payroll.

ISSUES/OPTIONS/CONSEQUENCES

The option is to access the support offered to Council by Councilbiz staff at the Wurrumiyanga will offer much needed face to face support and assistance to all staff who work on Tech1.

Councilbiz CEO has agreed to attend the next OCM and discuss the work of Councilbiz and how TIRC and Councilbiz can work together to avoid any losses or pressures on managers due to staff not being available.

CONSULTATION & TIMING

On 23 May, Councilbiz met with CEO; CFO and HR Manager to discuss a way forward to assist in Payroll and Rates due to staff shortages. It was agreed that Wendy Beard from Councilbiz will work with both Finance and HR on the Rates and Payroll.

Councilbiz CEO will attend the next Ordinary Council Meeting to meet Councilors, replacing Brendan Dowd. The meeting will be an opportunity to explain further the training offered by Councilbiz on the migration into Cloud and what it means for Tech1 and staff.

RECOMMENDATION:

That Council approve/not approve the support offered by Councilbiz as an interim measure for Rates and Payroll.

ATTACHMENTS:

There are no attachments for this report.

REPORTS FOR DECISION

ITEM NUMBER	5.6
TITLE	New Rental Agreement for Council houses
REFERENCE	243630
AUTHOR	Harsha Wijesinghe, Manager Organisational Development and Change

SUMMARY

This is a new lease / rental agreement for the council housing rented to council employees and others.

BACKGROUND

The need for a new rental agreement arose due to the fact that the prior agreement included errors and could be legally contested. Our council's corporate law company (Minter Ellison) has drafted this agreement on our behalf.

ISSUES/OPTIONS/CONSEQUENCES

The consequences are the legal implication can face due to the some issues were in the existing agreement. The consequences are the legal implications that may arise as a result of some issues in the exiting agreement.

CONSULTATION & TIMING

This was widely discussed even when the previous GM infrastructure was present. The council has requested that our corporate lawyer, Minter Ellison, draught a new agreement.

On 26-05-2022 Ordinary Council Meeting, Pirlangimpi.

RECOMMENDATION:

That Council approve/do not approve to adopt the new rental agreement

ATTACHMENTS:

1 TIRC resedential tenancy agreement.pdf 19 Pages

Residential tenancy agreement

Instructions:

- Please complete all highlighted parts for each new tenancy agreement.

MinterEllison.

ME_196233949_1

Residential tenancy agreement

—

TIWI ISLANDS REGIONAL COUNCIL (**Council**)

#Full name of employee# (**Employee**)

—

MinterEllison.

Residential tenancy agreement

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Signing page 19

MinterEllison.

Details

Date

Parties

Name	TIWI ISLANDS REGIONAL COUNCIL
Short form name	**Council**
Notice details	# employer address#

Name	**# Full name of employee#**
Short form name	**Employee**
Notice details	# employee address#

Background

A Council is entitled to occupy and possess the Property.

B The Employee is employed by #full name of employer#.

C As a term of the Employee's employment with Council the Employee is permitted to occupy the Property on the terms and conditions set out in this Agreement.

MinterEllison.

Agreed terms

1. Definitions and interpretation

1.1 Definitions

In this Agreement, unless inconsistent with the context or subject matter, the following terms shall have the following meanings:

Agreement means this agreement and includes all schedules to this Agreement.

Head Lease means the formal agreement between Council and the Traditional Owners.

Property means the residential property recorded in Schedule 1 together with the use of the grounds, stairs, passageways and lifts for access deemed as common property together with Council and the other Tenants and occupiers of the Property and all other authorised persons.

Rent means the amount recorded in Schedule 4

Property Condition Report means the report set out in Schedule 3.

Schedule means a Schedule to this Agreement.

1.2 Interpretation

In this Agreement:

(a) headings are for convenience only and do not affect interpretation;

and unless the context otherwise requires:

(b) words denoting the singular number include the plural and vice versa, and words denoting any gender include all genders;

(c) the expression '**person**' includes an individual, the estate of an individual, a body politic, a corporation and a statutory or other authority or association (incorporated or unincorporated) and where a person is referred to as the trustee of any trust or Completion the reference is to that person in that capacity;

(d) references to a clause, recital, subclause, or schedule is a reference to a clause, recital, subclause, or schedule in or to this Agreement;

(e) references to any party to this Agreement shall mean and include a reference to that party, his successors or personal representatives (as the case may be) and permitted assigns;

(f) references to 'the Law' are a reference to the *Residential Tenancies Act 1999* as amended from time to time and includes any other legislation governing residential tenancies in the Northern Territory of Australia whether enacted in addition to or to replace the *Residential Tenancies Act 1999*.

(g) reference to any legislation or statute shall include a reference to any amendment, re-enactment, variation or extension thereof or statutory provision substituted therefore;

(h) where any word or phrase is given a defined meaning, any other part of speech or grammatical form in respect of that word or phrase has a corresponding meaning;

(i) if a covenant, undertaking, representation, warranty, indemnity or agreement is made or given by two or more parties, that covenant, undertaking, representation, warranty, indemnity or agreement is made or given and binds those parties jointly and severally;

(j) if a party comprises two or more persons, a covenant, undertaking, representation, warranty, indemnity or agreement made or given by that party binds those persons jointly and severally;

(k) the word 'includes' in any form is not a word of limitation;

(l) references to payments to any party to this Agreement will be construed to include payments to another person upon the direction of such party;

(m) all payments to be made under this Agreement must be made by unendorsed bank cheque or other immediately available funds and in Australian currency; and

(n) if a day for payment under this Agreement falls on a day that is not a Business Day, the payment is due on the next Business Day.

2. Grant and Commencement

(a) Council grants to the Employee an exclusive Tenancy of the Property on the terms and conditions set out in this Agreement.

(b) This Tenancy will commence on the date stipulated in Schedule 1 and will end as specified in this Agreement or by the Law, or such earlier date as agreed in writing by both parties.

3. Employee Covenants

During the term of this Tenancy, the Employee agrees that he will:

(a) pay the Rent duly and punctually without any variation or deduction whatsoever in the manner set out in Schedule 4 or in such other manner as council may direct in writing.

(b) keep the Property and furniture (if provided) in a clean and sanitary condition and free from dirt, mould, oils, grease, insects and vermin.

(c) pay all charges for:

(i) Electricity;

(ii) Telephone;

(iii) Gas (and to ensure that the gas bottle is full at the end of the term of this Tenancy);

(iv) Cable Television (if approved); and

(v) Furniture hire (if any).

(d) Ensure that the power and telephone services are connected in the Employee's name at the commencement of this Tenancy.

(e) Ensure that the Employee knows how to operate all equipment and appliances, including the cleaning of air-conditioner filters.

(f) Not put any nails, screws, tape, blue tack, stickers or any other fasteners into any of the walls, floors, doors, ceilings or timbers of the Property without Council's consent in writing.

(g) Not use the drains, toilets or other apparatus for any purpose other than for which they were constructed and not to deposit rubbish or other unsuitable matter therein. The Employee agrees to pay the cost of repairs of any damage or blockage resulting from such misuse.

(h) Pay the cost of replacement of any broken or cracked glass caused by the wilful neglect, negligent conduct or accidental damage by the Employee or other persons in the Property with his consent.

(i) Not tamper with, change or add any locks or have keys cut (including gate keys) without the consent of Council or in the case of an alteration to or the addition of a lock or security device, without giving Council a key to the lock or security device as soon as practicable after the alteration or addition. Any replacement of keys or changes to locks resulting from the loss of keys or changing of locks by the Employee will be paid for by the Employee.

(j) Not make or permit to be made any alterations or additions to the Property without the written consent of Council which may be given or refused in Council's absolute discretion and upon such terms as Council thinks fit.

(k) Replace immediately any damage caused to the Property and/or furniture (if provided) by wilful, accidental or negligent conduct of the Employee or persons coming into or upon the property with their consent.

(l) Notify Council of any accident, damage or defect, or the need for any repairs and maintenance to the Property and/or furniture (if provided) as soon as practicable after the Employee becomes aware of the accident, damage or defect or the need for repairs or maintenance, other than damage of the trivial kind. With the exception of emergencies, all maintenance items and repairs must be advised in writing to Council. Consent to the repair of any damage may be given or refused in Council's absolute discretion and upon such terms as Council thinks is in the best interest in maintaining the financial and visual viability of the Property

(m) Pay upon request the account incurred in respect of any repairs carried out to the Property and/or furniture (if provided) which is due to the Employee's misuse or negligence of the Property or furniture, or to the removal or installation of a fixture by the Employee.

(n) Maintain and replace electric light globes, tubes and starters.

(o) Not interfere with any plant or equipment forming part of the Property.

(p) Use the Property solely for private residential purposes and not for any other purpose without the written consent of Council.

(q) Not create or suffer to be done anything that might render void or voidable or otherwise prejudice any insurance on the property or cause any premiums on the Property to be increased.

(r) Pay Council on demand all sums paid by Council by way of increased insurance premiums due to a breach of clause (q) by the Employee.

(s) Indemnify Council against:

(i) Any injury, loss or damage which may be caused to the Property;

(ii) The death or injury of the Employee, the members of their family or household, their guests and invitees; and/or

(iii) Loss of or damage to the Employee's property or the property of other persons

resulting from the use or misuse of the Property by the Employee or other persons on the Property with their consent, except to the extent that the unlawful or negligent act or omission of Council has contributed to such injury, death, loss or damage.

(t) Place all household rubbish and recyclables in wheelie bins or receptacles that are provided for such purpose and ensure the collection of rubbish and recyclables from the Property on a weekly basis.

(u) Not allow the storing on the Property of any items Council believes is unsightly or not appropriate to be kept on the Property. Rubbish bins must be left empty at the end of the term of this Tenancy and in a sanitary condition.

(v) Not:

(i) Keep any animals or birds including reptiles and mammals upon the Property;

(ii) Erect or affix any television antenna upon the Property;

(iii) Display any placard advertisement sign letters or design in or upon the exterior of the Property;

(iv) Hang or place clothes or other articles on the outside of the Property except in the areas provided;

(v) Plant trees or shrubs upon the Property;

(vi) Place any flower box or pot plants on any windowsill or balustrade of the balcony or passageway of the Property or on any common area;

(vii) Allow any damage or staining to be caused to the Property by fridges or pot plants;

(viii) Park any vehicle upon the Property other than on the space allotted (if any); or

(ix) Place any obstruction of any description in the yard space,

without the written consent of Council

(w) Not use the Property for any illegal purpose.

(x) Not Smoke in the premises.

(y) Not cause a nuisance or annoyance to occupiers of adjourning properties.

(z) Not cause or permit ongoing or repeated interference with the reasonable peace or privacy of another person in the immediate vicinity of the Property.

(aa) Maintain the garden and lawns of the Property in good order at all times including regular pruning and watering during the term of this Tenancy and agrees to leave the Property in the same condition at the end of this Tenancy as it was at the commencement of this Tenancy.

(bb) Regularly clean and balance any pool or spa on the Property and ensure all filtration equipment is regularly cleaned and the water is kept in a clean and balanced condition at all times, and to provide a written report at the end of the term of this Tenancy from a recognised pool contractor giving proof that the water is balanced and filtration equipment is clean and in working condition.

(cc) Authorise Council to arrange the maintenance of the gardens, grounds or swimming pool at the Employee's expense if the Employee is unable or unwilling to.

(dd) Not damage or remove flowers, shrubs, palms or trees or cause any damage to the garden or lawns on the Property.

(ee) Not use leaves, palm fronds or any other matter as mulch unless authorised by Council.

(ff) Remove all garden refuse including leaves and palm fronds from the Property on a regular basis and at the end of the term of this Tenancy.

(gg) Not damage the common property where the Property is a unit within the meaning of the *Unit Titles Act* or the *Unit Titles Scheme Act*, or forms part of a building or a group of buildings.

(hh) Keep paths and driveways and paved areas clean and free from mould.

(ii) Allow Council at all reasonable times to enter the Property:

(i) to inspect and view the state of repair of the Property;

(ii) in the event the Employee has given notice to Council or the Employee's employment has been terminated by Council to show the Property to prospective Employees, or prospective purchasers; and

(iii) with workmen to carry out repairs to the Property, or to meet the requirement of any Public Authority in respect of the Property.

Provided that:

(iv) Council may enter the Property at any time if they believe on reasonable grounds that the well-being of the Employee requires it or that the entry is necessary to protect the Property from imminent or further significant damage; and

(v) if access for the purposes of carrying our repairs and maintenance is denied or delayed, the Employee will be held responsible for any further damage.

(jj) Make proper and adequate provision for the security of the Property where the property is left unoccupied for any period in excess of two days.

(kk) Notify Council before leaving the Property unoccupied for more than 30 days and will make proper and adequate provision for the security of the Property during the period the

property is unoccupied. The Employee expressly acknowledges that where the Property is left unoccupied for more than 30 days, Council may, at their discretion, either:

(i) Take further measures to secure the property at the Employee's cost (which may include engaging third parties) if Council is not satisfied the Employee has made proper and adequate provision to secure the Property; or

(ii) Terminate the Tenancy on two days' notice under section 86 of the Act if Council believes, given the remote location of the Property and the high risk of vandalism to vacant properties in the area, that the continued occupation of the premises by the Employee is a threat to the safety of the Property.

(ll) In the event damage occurs to the Property as a result of the Property being left unoccupied, the Employee will be prima facie responsible for the costs of repairing the damage unless the damage to the property was caused by either:

(i) the committing of a criminal act by a person other than the Employee or the Employee's servants, agents or any other person in or on the Property with the Employee's consent; or

(ii) an Act of god;

and provided the Employee has:

(iii) complied with the notice and security provisions of clause 3(jj) of this Agreement; and

(iv) reported any damage caused by a criminal act to the relevant authorities.

In the event the Employee is responsible for repairing the damage and the Employees fails to attend to the repairs within a reasonable time of the damage occurring, the Employee further acknowledges that, in accordance with clause 5(g) of this Agreement, Council has the ability to deduct from any wages or salary owing to the Employee (including any accrued leave and other entitlements) the costs of repairing that damage.

(mm) If damage to the property has occurred as described in clauses 3(kk)(i) or 3(kk)(ii) of this Agreement and the Employee has complied with the provisions clauses 3(kk)(iii) and 3(kk)(iv) of this Agreement then Council shall be liable for the costs associated with rectifying the damages to the property only, provided that Council may decide, in its absolute discretion, not to rectify the damage if it considers that is not in the best interests of maintaining the financial and visual viability of the Property. The Employee further expressly agrees that Council's liability under this sub-clause does not extend to damage to the Employee's personal items.

(nn) Upon the termination of the Tenancy, quietly yield up to Council possession of the Property by securely locking up the Property, ensuring the Property is in the same condition as described in the Property Condition Report (attached to this Agreement as Schedule 3), reasonable wear and tear accepted, and returning all keys to Council. The Employee remains in possession of the Property until all keys have been returned to Council.

(oo) Not assign or sub-let the Employee's interest in this Tenancy or otherwise part with possession of the Property.

(pp) Not install or erect a swimming pool (as defined in the *Swimming Pool Fencing Act 2002* (NT)) without the written consent of Council. When seeking the written consent of Council the Employee must include confirmation that the swimming pool is registered with the Authority under the said Act. If this condition is breached, Council may terminate this Tenancy and the Employee indemnifies Council for any loss or damages however arising including any financial loss that Council may suffer for non-compliance with the said Act.

(qq) Ensure that the Property is occupied only by those persons named in Schedule 1.

3.2 Warranty

The Employee warrants that the Employee has not knowingly given any false information about the Employee's identity which is material to Council's decision to grant this tenancy to the Employee, and the Employee agrees that where information is required to be given by the

Employee to Council in relation to this Tenancy Agreement under the Law, the Employee will not knowingly give false information.

3.3 Repairs by Employee

If the Employee is permitted to make repairs to the Property in accordance with section 60 of the Law, the Employee must take all reasonable steps to engage the nominated repairer named in Schedule 1 to make the permitted repairs.

4. Council's obligations

During the term of this Tenancy, Council will:

(a) Provide vacant possession of the Property to the Employee upon the commencement of this Tenancy

(b) Provide and maintain the locks and other security devices that are necessary to ensure the Property is reasonably secure.

(c) Not alter or remove a lock or security device on the Property or add a lock or security device to the Property without either:

(i) the consent of the Employee;

(ii) or, in the case of an alteration to or the addition of a lock or security device, without providing the Employee with a key to the lock or security device as soon as practicable after the alteration or addition.

(d) Pay all rates and taxes in respect of the Property.

(e) Provide and maintain the Property in good and tenantable repair and fit for human habitation subject to the obligations of the Employee under this Tenancy and having regard to the age, character and prospective life of the Property.

(f) Subject always to clause 6 of this Agreement, ensure that while the Employee pays the Rent and performs and observes the covenants and agreements of the Agreement, the Employee shall peaceably hold and enjoy the Property without any interruption by Council or any person claiming through or under Council or with a superior title to Council's title.

(g) Not cause an interference with the reasonable peace or privacy of the Employee in the Employee's use of the Property.

(h) Comply with all lawful requirements in regard to health and safety standards with respect to the Property.

(i) Ensure that there is no legal impediment to prevent the Employee from occupying the Property as a place of residence during the term of this Tenancy.

5. Mutual Covenants

(a) The Employee's right to occupy the Property is at all times subject to:

(i) the Employee being offered accommodation as a term of their employment with Council's; and

(ii) the Employee being employed by Council.

If at any time the Employee loses their entitlement to accommodation as a term of their employment (ie demotion of the Employee) then Council may terminate this Tenancy on 42 days written notice to the Employee.

(b) Council may by written notice in accordance with the Law, also terminate this Tenancy if:

(i) Council has terminated, or purported to terminate, the employment of the Employee; and

(ii) Council has notified the Employee of the termination of the Employee's employment.

(c) The time and date specified in the notice for the purposes of clause 5(b) is not to be sooner than:

(i) If the employment of the Employee was terminated for breach of the Employee's employment agreement - 2 days after the notice is given; or

(ii) In any other case - 14 days after the notice is given or, if a period for notice of termination of the employment agreement is specified in the Employee's conditions of employment, the end of that period.

(d) If the Employee wishes to vacate the Property at any time prior to the termination of the Employee's employment with Council the Employee must first give to the Council not less than two weeks' notice in writing of his intention to do so. If the Employee fails to give the Council the requisite two weeks' notice of his intention to vacate the Property, the Employee will pay the Council the Rent until the Council is able to re-let the Property, but the Employee shall not be liable to pay any more than two weeks Rent.

(e) If the Employer requires the Property for any reason whatsoever, the Employer can terminate this Tenancy on 14 days' notice to the Employee on the proviso that the Employer rehouse the Employee in alternative accommodation and enter into a new Tenancy with the Employee in respect of that alternative property on the same terms contained herein.

(f) The Council may increase the Rent payable under this Agreement to ensure that the Rent payable by the Employee is an accurate reflection of the outgoings associated with the Property, provided:

(i) Council has the power to do so under the terms of the Head Lease;

(ii) Such Rent does not exceed the current market rental of the Property; and

(iii) Council has first given the Employee at least 30 days written notice of the amount of the increase and the date from which the increase is to take effect. An increase in Rent may not occur earlier than six months after this Agreement commences or earlier than six months since the previous increase in relation to one or more of the same Employees and the same Property. If the Rent payable under this Agreement is increased in accordance with this clause, than the terms of this Agreement are varied accordingly.

(g) If the Property or furnishings are destroyed or damaged (with the exception of fair wear and tear) by the Employee, his servants, agents or any other person in the Property with his consent, or the Property or furnishings have been destroyed or damaged as a result of the Property being left unoccupied and the Employee is responsible for the costs of repairing that damage pursuant to this Agreement, and the damage to the Property has not been rectified by the Employee on the termination of this Tenancy, the Employee expressly agrees that Council can deduct from any wages or salary owing to the Employee (including any accrued leave and other entitlements) the costs of repairing that damage. If the Employee's wages or salary (including any accrued leave and other entitlements) is not sufficient to cover the costs of repairing the damage to the property, Council is entitled to recover from the Employee the balance outstanding.

(h) If the Property is wholly destroyed or damaged from any cause other than the act or default of the Employee, his servants, agents or any other person in the Property with his consent, so as to render the Property or a substantial part of it unfit for occupation, Council will use their best endeavours to rehouse the Employee in suitable alternative accommodation. If this is not possible, this Tenancy will terminate.

(i) The Council shall have the right to make such rules and regulations as in the Council judgment may from time to time be needful for the safety care and cleanliness of the Property and for the preservation of good order therein, but that such rules and regulations shall not bind the Employee until made known to them in writing and shall not be inconsistent with the Employee's rights under this Tenancy.

(j) If the Employee fails to perform or observe any obligation contained in this Agreement, the Council may terminate this Tenancy in accordance with the Law.

(k) At the commencement of the Tenancy, Council and the Employee will complete the Property Condition Report in Schedule 3 in accordance with the Law.

(l) The parties acknowledge they have each read and understood the Explanatory Notes and Privacy Act Notice set out in Schedule 2.

(m) If there are additional costs identified in the final tenancy inspection, the Employee will be liable for these costs. The Employee expressly agrees that Council can deduct from any wages or salary owing to the Employee (including any accrued leave and other entitlements) the costs of the additional items. If the Employee's wages or salary (including any accrued leave and other entitlements) is not sufficient to cover the costs of repairing the damage to the property, Council is entitled to recover from the Employee the balance outstanding.

(n) If the Employee fails to perform or observe instruction from Council in regards to mowing or cleaning requirements at the Property, Council will issue one (1) written warning requiring the works to be completed by a specific date (being not less than 7 days from the date of the notice). If the works are not completed by this date, Council will engage a contractor to perform the works and the Employee shall be liable for the costs of engaging the contractor to perform the works.

6. Head Lease

6.1 Employee Covenants

(a) The Employee covenants to:

(i) Assume the burden of all of the obligations of Council under the Head Lease as these apply to the use of the Property;

(ii) Comply with the provisions of the Head Lease; and

(iii) Indemnify and at all times keep indemnified Council from all losses, claims, damages and liabilities arising from or in respect of any breach of the Head Lease caused directly or indirectly by the Employee or his servants, agents or any other person in the Property with his consent.

(b) The Employee must permit any person who has an estate or interest in the Property superior to or concurrent with the Council to exercise Council's rights under this Tenancy. Any such person must comply with the obligations imposed on Council under this Tenancy.

(c) A breach or non-observance or non-compliance by the Employee of any of the provisions of the Head Lease shall constitute a breach of the provisions of this Tenancy and shall entitle Council to take action for breach of this Tenancy and at law.

(d) Where the Employee is required to obtain Council's approval or consent, the Employee shall in addition obtain approval or consent as may be required under the Head Lease.

(e) In the event of any inconsistency between the provisions of the Head Lease and this Tenancy then the provisions of the Head Lease shall prevail to the extent of any such inconsistency.

(f) Subject to the Law, in the event that the Head Lease is lawfully terminated prior to the expiry date of this Tenancy or is not extended, then this Tenancy will be immediately terminated and the Employee will have no right to exercise any option to renew the term of this Tenancy and shall make no claim or take no action against Council for costs damages or otherwise, arising in any way as a result of the earlier determination of this Tenancy.

6.2 Change of Landlord

If another person becomes entitled to receive the Rent payable by the Employee under this Tenancy, the Council is released from any obligation under this Tenancy arising after that other person acquires the Council's interest in this Agreement and the Employee at Council's cost must enter into such covenants with the other person as Council reasonably requires.

7. General

7.1 Form and service of notices

A notice, consent or approval:

(a) must be in writing;

(b) where service is to be effected on Council's the notice, consent or approval must be delivered or sent by certified mail or registered mail to Council's address specified in Schedule 1; and

(c) where service is to be effected on the Employee, the notice, consent or approval must be delivered or sent by certified mail or registered mail to the Employee's address specified in Schedule 1.

7.2 Persons to give notices

A notice, consent or approval to be given by Council under this Agreement may only be given by the Executive Committee of Council (comprising the Chief Executive Officer and Directors) or the Building Infrastructure Manager.

7.3 Approvals

If this Agreement says that approval or consent must be obtained, then:

(a) it must be obtained before the act or thing is done;

(b) Council must not unreasonably withhold its consent or approval unless this Agreement expressly says otherwise; and

(c) Council may provide such consent or approval within or without conditions in its absolute discretion unless otherwise specifically provided.

7.4 Prior breaches

Expiry or termination of this Agreement does not affect any rights in connection with a breach of this Agreement before or after then.

7.5 Whole agreement

The Employee and Council agree that the terms contained in this Agreement, comprise the whole agreement between the Employee and Council.

7.6 Time of the essence

Time shall be of the essence in all respects of this Agreement.

7.7 Indemnities

(a) Each indemnity in this Agreement is a continuing obligation, separate and independent from the other obligations of the parties, and survives termination, completion or expiration of this Agreement.

(b) It is not necessary for a party to incur expense or to make any payment before enforcing a right of indemnity conferred by this Agreement.

7.8 Severance

(a) If a clause or a part of a clause can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable or valid, it must be read in the latter way.

(b) If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part of a clause is to be treated as removed from this Agreement, but the rest of this Agreement is not affected.

7.9 Counterparts

(a) This Agreement may be executed in any number of counterparts and by the parties on separate counterparts. Each counterpart constitutes an original of this Agreement, all of which together constitute one agreement.

(b) A party who has executed a counterpart of this Agreement may exchange that counterpart with another party by faxing the counterpart executed by it to the other party and, on request by that other party, will thereafter promptly deliver by hand or post to that other party the executed counterpart exchanged by facsimile. Delay or failure by that party to deliver a counterpart of this Agreement executed by it will not affect the validity of this Agreement.

7.10 Governing Law

This Agreement is governed by the laws of the Northern Territory of Australia.

MinterEllison.

Schedule 1 - Details of tenancy

1.1 Address of property (clause 2(b)

[Add address]

1.2 Commencement date (clause 2(b))

[Commencement date]

1.3 The property is to be occupied by the following person/s (clause 2(b))

[Name]	[relationship (if any)]
[Name]	[relationship (if any)]

1.4 Council's address for service (clause 7.1(b))

[Add address]

Facsimile no: [6b. employer fax no.]

1.5 Employee's address for service (if different from the address of the Property) clause 7.1(c)

[Add address]

Email: [employee email]

1.6 Nominated Repairers - As per section 62 of the Law 'Employee to use Clause 3.3 - Nominated repairer'

Electrician:	Council Repairs and Maintenance Department
Plumber:	Council Repairs and Maintenance Department
Other:	Council Repairs and Maintenance Department

MinterEllison.

Schedule 2 - Explanatory notes & privacy notice (clause 5(k))

Explanatory Notes

(a) This Agreement is a legally binding contract between you and Council for the term stated or any extension.

(b) You are responsible for informing Council in writing of repairs and/or maintenance required and Council must attend to your notice in accordance with the Law.

(c) Except in the case of emergencies, Council must have your permission to enter the Property to carry our inspections, repairs and maintenance or to show the Property to prospective purchasers and Employees. You must not obstruct their access by unreasonably refusing them entry.

(d) GST does not apply to Rent paid on Residential Tenancies.

(e) The *Swimming Pool Fencing Act 2002* (NT) which came into operation on 1 January 2003 requires that in most cases, a swimming pool must be registered. The definition of swimming pool in the Act is very broad and can include portable or inflatable pools as well as portable spas. In order for a swimming pool to be registered, the pool must comply with the requirements of the Act and that may include proper pool fencing (even if the pool or spa is of a portable or inflatable nature).

Privacy Act 1988 - Collection Notice

The personal information you provide in this Agreement is necessary for Council to verify your identity and to manage the tenancy. Personal information about you collected in this agreement and during the course of the tenancy may be disclosed to other parties as permitted by the *Privacy Act 1988* including to property agents and operators of tenancy reference databases as well as tradespeople, owners' corporations, government and statutory bodies and to third parties as required by law. If you fail to comply with your obligations under this Agreement, that fact may also be disclosed to the other parties involved. Council will only disclose information in this way to other parties as required to perform their duties under this Agreement, to achieve the purposes specified above or as otherwise allowed under the *Privacy Act 1988*. If you would like to contact Council or access the personal information Council holds you can do so by contacting Council at the address and contact numbers contained in this Agreement. If the personal information Council requests is not provided Council may not be able to proceed with the Tenancy.

I hereby declare that I have read and understood the above Explanatory Notes:

Dated:

Signed by the **Employee**

Employee's signature

Print name in full

MinterEllison.

Schedule 3 - Property condition report (clause 5(i))

MinterEllison.

Schedule 4 - Payroll deduction authority

To Accounts:

I _____

Print name in full

of (Name of Dept) _____

Print in full

hereby authorise my employer, Council to deduct the sum of $ [Amount] ([amount in words]) fortnightly from my wages or salary in payment of the rent due in respect of the Property provided to me by my employer Council under this Residential Tenancy Agreement.

If the Property or furnishings are destroyed or damaged by myself or my servants, agents or any other person in the Property with my consent, or the Property or furnishings have been destroyed or damaged as a result of the Property being left unoccupied, and the damage to the Property has not been rectified by me on the termination of this Tenancy, I further authorise my employer Council to deduct from my wages or salary (including any accrued leave and other entitlements) the costs of repairing that damage, and any additional cleaning or mowing costs that are identified in the final inspection.

Signed

_____ _____

#2. Full name of employee# Date

MinterEllison.

Signing page

EXECUTED as an agreement.

Executed by **Tiwi Islands Regional Council** in accordance with in accordance with the *Local Government Act 2019* (NT) by

Authorised signatory

Name of signatory (print)

Signed by **#full name of employee#** in the presence of

Signature of witness

Signature of #full name of employee#

Name of witness (print)

REPORTS FOR DECISION

ITEM NUMBER	5.7
TITLE	Policy Review – Procurement Policy
REFERENCE	243635
AUTHOR	Valerie Rowland, Chief Executive Officer

SUMMARY

The council is being presented with one policy for review, comment, amendment where appropriate and adoption if accepted

BACKGROUND

The council has a suite of approved policies that guide its operations .These policies are reviewed on regular basis to ensure that they remain relevant and up to date.

ISSUES/OPTIONS/CONSEQUENCES

The following polies have been reviewed by the council personnel and are now presented to council for its consideration:

- Procurement Policy

RECOMMENDATION:

That Council adopt and approve the following attached policy manual:

- **Procurement Policy**

ATTACHMENTS:

1 Policy 37 - Procurement Policy (draft).pdf 18 Pages

Tiwi Islands Regional Council

Title: **Procurement Policy**
Policy No: 37
Adopted By: Council
Next Review Date: March 2025
Responsibility: Chief Executive Officer
InfoXpert Document Number 207418

Version	Decision Number	Adoption Date	History
1	Resolution 8 of 12-08-17	12 September 2017	Original
1.1		12 September 2017	Includes comments from DHCD

Objectives

The aim of this policy is to establish a framework to ensure that council achieves the best procurement outcomes by:

- Promoting value for money with integrity, transparency and accountability;
- Reducing the risk for fraud or error in procurement activities;
- Being undertaken in accordance with Tiwi Islands Regional council's strategic plan;
- Providing reasonable opportunity for competitive local businesses that comply with relevant legislation to supply council;
- Promoting compliance with relevant legislation and regulations; and
- Promoting awareness among the council Elected Members, Local Authority Members and council employees regarding their role, responsibility and authority.

Scope & Applicability

This policy applies to the procurement of all materials, equipment, assets and related services, construction contracts and service contracts including consultancy services. The policy represents all the procedures, practices, systems, documents and organisational structures implemented by council to manage its procurement activities, improve efficiency and reduce risks in the procurement process.

All Elected Members, Local Authority Members and council employees engaged in procurement or who have responsibility for procurement decisions must comply with this

Tiwi Islands Regional Council

policy. It is the responsibility of council officers involved in procurement to understand the meaning of this policy.

Council Elected Members, Local Authority Members and council employees are required to:

- Act, and be seen to act, properly and in accordance with the requirements of the law, the Local Government Act and all corresponding regulations;
- Abide by council's Code of Conduct, Financial Delegations and all applicable policies and instructions; and
- Preserve council's integrity to ensure that council may be seen to have acted beyond reproach in all procurement dealings.

All relevant communication undertaken in the procurement process must be recorded in the council's financial system or electronic records system.

Any case where expenditure is incurred due to malpractice, deceptive conduct or carelessness is to be brought to the attention of a Manager, the CFO or the CEO and to a full meeting of the council either an ordinary council meeting or special meeting.

Procurement Principles

Value for Money

Value for Money is the core principle of the procurement process to ensure the best available procurement outcome is achieved. Value for money involves comparing the benefits against the whole of life costs and includes evaluation of both price and non-price factors. Whole-of-life cost is the total cost incurred in buying, owning, using, maintaining and disposing goods or discontinuing services.

Council will evaluate whole of life costs as well as relevant qualitative factors such as past performance, capacity and capability, indigenous participation, quality and environmental and social factors to ensure the best value for money is obtained.

Open and effective competition

Procurement processes will be open and result in effective competition in the provision of goods and services. TIRC will achieve this by:

- Ensuring all procurement procedures and processes are transparent.
- Giving fair and equitable consideration to all suppliers without any bias or prejudice.

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- Allowing suppliers, the opportunity to do business with council and encouraging competition among suppliers by inviting suppliers to quote or tender in order to assess value for money; and
- Ensuring fair and equitable assessment of all quotations and tenders.

Ethical behaviour

The principle of probity and ethical behaviour governs the conduct of all procurement processes. Council officers involved in procurement must comply with the standards of integrity, impartiality, fairness, openness, and professional conduct. Council officers must:

- Deal fairly, impartially, and consistently with all suppliers;
- All tender and purchasing information is to be considered confidential and is not to be released to others except to the extent of information issued by public notice. Where information has been provided to the council on a confidential basis it should be treated as commercial-in-confidence and restricted to persons concerned with the specific purchase or contracts;
- Declare any potential conflict of interest prior to the commencement of a procurement activity and withdraw from any procurement activity where it has been deemed that a perceived or actual conflict of interest exists;
- Not take part in misleading or deceptive conduct;
- Not compromise the council's standing or the integrity of its purchasing activities through the acceptance of gifts (other than gifts of a token kind, or moderate acts of hospitality); and
- Ensure that the procurement is documented appropriately and retained to demonstrate compliance with the procurement policy and relevant laws.

Encouragement of the development of competitive local business and industry

Council encourages the development of competitive local businesses. Where price, performance, quality, suitability, and other evaluation criteria are comparable, the following areas may be weighted up to a value of 20 – 30% in evaluating quotations and tenders:

- Creation of local employment opportunities; readily available goods, services, and support; more convenient communications for contract management; and Economic growth within a defined region.

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Environmental and Social implications

Council will consider the environmental and social implications of procurement. Goods and services that have better environmental and social outcomes will be preferred providing the costs are reasonable and within budget.

Contractors

Contractors must comply with applicable legislation and policies regarding WH&S and environmental protection.

Procurement Procedures

The detailed procedures listed in this procurement policy will guide council Elected Members, Local Authority Members, and employees in the conduct of procurement duties.

Purchase Orders

A Purchase Order is council's official document to confirm the contractual relationship between council and suppliers. Purchase orders are to be issued for all purchases (with exemptions for credit card purchases per delegated authority) from council's financial system. Purchase orders will only be issued after the quotation or tender procedures have been completed. Purchase requisitions are created by a requesting officer in the council's financial system and then authorised in compliance with council's financial delegations policy to become an official purchase order. Approved purchase orders are attached with the supplier invoice and quotation or tender information within council's financial system.

The limitations below refer to the total cost of the purchase and not to individual line items. Officers must not split a purchase into a number of requisitions, or reduce order quantities, to avoid compliance with the dollar limit requirements specified in this policy. Contracts that span more than one financial year are treated as separate non-contiguous amounts for the purposes of determining the quotation or tender requirements.

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Procurement classifications

Purchases less than $10,000	Direct Procurement
Purchases over $10,000 but not more than $100,000	Three written quotations to be obtained Or Public quotations Or Tender
Purchases over $100,000 but not more than $150,000	Public quotations Or Tender
Purchase over $150,000	Tender

Purchases under $10,000

Goods or services may be purchased without quotations if the total value of the item is below $10,000 (including GST) and the council Officer is compliant with the policy objectives. Procurement must be in accordance with the adopted annual budget or a council resolution. Requests for items not within the approved budget must be referred to the CEO.

An approved purchase order is to be attached with the supplier invoice within the council's financial system, following the procurement procedures detailed at the end of this document.

An Asset Registration form is to be completed for Portable and Attractive Assets valued between $300 - $5,000 and Assets valued above $5,000.

Purchases between $10,000 and $100,000

Council policy requires written quotations before making a contract for the supply of goods and services between $10,000 and $100,000 (including GST). Written quotations must be sought from three suppliers to assess the best outcome. If it is not practicable to obtain quotations from 3 possible suppliers, the council must obtain as many as practicable and must record in writing its reasons for not obtaining the 3 quotations.

Under regulation 35 of the *Local Government (General) Regulation 2021*, alternatively, public quotation can be obtained where the cost of supply is $10,000 but not more than $100,000 (including GST).

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Alternatively, the council elects to obtain tenders where the cost of supply is over $10,000 but not more than $100,000 (including GST).

Procurement must be in accordance with the adopted annual budget, or a council resolution and sufficient funds must be available to meet the full cost of the proposed procurement. Requests for items not within the approved budget must be referred to the CEO.

All the quotations documentation is to be attached with the approved purchase order and supplier invoice within the council's financial system, following the procurement procedures detailed at the end of this document. An Asset Registration form is to be completed for Assets valued above $5,000.

Purchases over $100,000 but not more than $150,000

Public quotation must be obtained where the cost of supply is over $100,000 but not more than $150,000 (including GST).

The council must make a public request for quotations from suppliers by notice:

(i) in relation to a council– published in a newspaper circulating in the council's area and by notice on the council's website; or

Alternatively, the council elects to obtain tenders where the cost of supply is over $100,000 but not more than $150,000 (including GST).

Purchase over $150,000

The council must first call for tenders where the cost of supply may or will exceed $150,000 (including GST). Tenders will be called by public notice published in a newspaper circulating in the council's area and on the council's website. The public notice will identify:

- A description of the supply;
- Where tender documentation can be obtained from;
- Name and contact details of the contact person;
- The tender closing date and time; and
- That notice of the successful tender will be published on the council's website.

Tenders will be lodged through the council's electronic tender system or submission into the council's tender box.

(a) A tender received in response to the notice must be assessed:
(i) for the council – by a panel that includes at least 3 members of the staff of the council or another council or the staff of a local government subsidiary;

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(b) The panel is to be convened by the CEO or chief executive and has the following functions:

(i) to consider the tenders received in response to the notice;
(ii) to provide a report, in writing, to the CEO or chief executive in relation to the tenders.

(c) The CEO or chief executive may not be a member of a panel the CEO or chief executive has convened under subregulation (6) of *the Local Government (General) Regulations 2021*.

(d) The CEO or chief executive must provide the report from the panel to the council under subregulation (6) of *the Local Government (General) Regulations 2021*.

(e) The council may only accept a tender for the provision of supplies:

(i) from among those that submitted tenders; and
(ii) after receiving the report from the CEO or chief executive under subregulation (8) of *the Local Government (General) Regulations 2021*.

(f) If the council accepts a tender for the provision of supplies to the council, it must:

(i) accept the tender by written notice to the person who submitted the successful tender; and
(ii) give notice of the successful tender:

- in writing to each other person who submitted a tender; and
- by publishing the notice on the council's website.

(g) In terms of addressing the successful tender by notice, it must include:

(i) the name of the supplier who submitted the successful tender; and
(ii) the supplies to be provided; and
(iii) the tender price.

Where a contract is to be awarded in response to a tender for an amount exceeding $150,000 council must approve the recommendation to enter into the contract through a resolution passed at a general or special council meeting.

Obtaining and keeping of quotations and tenders

A council must:

(a) obtain all quotations and tenders received in writing; and

(b) keep the quotations and tenders in an electronic form in the council's record management system.

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If council resolves not to award a contract through a resolution passed at a general or special council meeting the council may resolve to:

- Postpone the proposal to enter into contract;
- Cancel the proposal to enter into contract; or
- Call for a new tender based on the same or varied terms and conditions.

Quotations and tenders not required in certain circumstances

(1) A quotation or tender is not required for the provision of a supply consisting of, or related to, any of the following:

(a) the purchase of land, including the leasing or licensing of land;

(b) a contract for legal services;

(c) the acquisition of insurance entered into through a broker;

(d) the renewal of an existing licence;

(e) education or training in relation to existing equipment, licences, qualifications or software from a supplier endorsed by the supplier of the equipment, licence, qualification or software;

(f) a telecommunications service if:

(i) the supply is ancillary to an existing telecommunications services; and
(ii) the council believes on reasonable grounds that it is necessary to obtain the supply from the supplier of the existing service;

(g) recovery work during or immediately after a natural disaster and the council believes on reasonable grounds that it is necessary to obtain the supply from a particular supplier;

(h) the acquisition of a supply from a supplier if the council or local government subsidiary believes on reasonable grounds that it is unlikely that there is more than one supplier of the supply;

(i) the acquisition of a supply from a supplier if a Commonwealth or Territory funding agreement entered into by the council states that a particular supplier is to provide the supply;

(j) the acquisition of a supply from a particular supplier that is the only feasible option because of an event that caused major disruption to the council.

(k) the acquisition of a supply where:

(i) obtaining a quotation or tender for the supply would cause major operational inconvenience or have other serious consequences of a similar nature for the council; and

(ii) the council has not had prior opportunity to obtain a quotation or tender for the supply;

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(l) In accordance with a contract variation mentioned in regulation 42(4) of the *Local Government (General) Regulations 2021*

(2) If a council obtains any supply mentioned in subregulation (1), excluding the supply mentioned in subregulation (1)(a), (b), (c) or (l) of the *Local Government (General) Regulations 2021*, the council must record the following information in relation to the provision of the supply:

(a) the name of the supplier;

(b) the supply provided;

(c) the cost of the supply;

(d) the applicable provision of subregulation (1), of the *Local Government (General) Regulations 2021* relating to the provision of the supply;

(e) if the supply is mentioned in subregulation (1)(f) or (g) of the *Local Government (General) Regulations 2021*– the reason that the council believed on reasonable grounds that it was necessary to obtain the supplies from the particular supplier;

(f) if the supply is mentioned in subregulation (1)(h) of the *Local Government (General) Regulations 2021*– the reason that the council believed on reasonable grounds that it was unlikely that there was more than one supplier of the supply;

(g) a description of the circumstances relevant to the provision of the supply;

(h) any other information relevant to the provision of the supply.

(3) If council obtains any supply mentioned in subregulation (1), excluding the supply mentioned in *Local Government Regulations 2021,* subregulation (1)(a), (b), (c) or (l), and the cost of the supply is more than $100 000, the council must publish a notice on the council's website specifying the following information in relation to the provision of the supply:

(a) the name of the supplier;

(b) the supply provided;

(c) the cost of the supply;

(d) the applicable provision of subregulation (1) relating to the provision of the supply.

Quotations and tenders not required in relation to particular entities

(1) Subject to any contrary direction by the council, a quotation or tender is not required if the supply is to be obtained:

(a) from the Territory, the Commonwealth, a State or another Territory; or

(b) under a contract to which the Territory, the Commonwealth, a State or another Territory is a party and the council is a beneficiary to the contract; or

(c) from another council; or

(d) for a local government subsidiary – from a constituent council of the local government subsidiary; or

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(e) for a constituent council of a local government subsidiary – from the local government subsidiary; or

(f) under a contract that is facilitated by a procurement entity.

(2) The CEO of the Agency may approve, with or without conditions, an entity to be a procurement entity.

(3) The list of procurement entities approved by the CEO of the Agency must be published on the Agency's website.

Obtaining and keeping of quotations and tenders
A council must:

a) obtain all quotations and tenders received under this Subdivision in writing; and

b) keep the quotations and tenders in an electronic form in the council's record management system.

Collective procurement

A procurement group of two or more entities (a council; a local government subsidiary; LGANT) that propose to obtain supplies may form a group (a procurement group) to act collectively for the purpose of obtaining the supplies

Collective procurement agreement, see regulation 45(2) of the *Local Government (General) Regulations 2021*

Entity means the council

Procurement group, see regulation 45(1) of the *Local Government (General) Regulations 2021;*

Tender committee, means the committee provided for in the collective procurement agreement under regulation 46(1)(e) of the *Local Government (General) Regulations 2021*

Collective procurement comprises of

(1) Two or more entities that propose to obtain supplies may form a group (a procurement group) to act collectively for the purpose of obtaining the supplies.

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(2) Before commencing to act as a procurement group, the entities in the group must enter into a written agreement (a collective procurement agreement) setting out the arrangements for the collective procurement by the group.

(3) If a procurement group complies with this Subdivision in relation to obtaining supplies, a council that is in the group is not required to separately comply with Subdivision 1 in relation to obtaining those.

Collective procurement agreement

(1) A collective procurement agreement must set out:

(a) the entities that constitute the group; and
(b) the supplies that are to be obtained; and
(c) which of the entities in the group is to be the lead entity for the group; and
(d) any matters required for regulation 47(2)(b); and

(e) for regulation 47(3) of the *Local Government (General) Regulations 2021* – the individuals who are to constitute the group's tender committee and the entity the individuals represent; and

(f) the decision making process for acceptance of quotations or tenders for the group; and

(g) how administrative and other expenditure associated with the collective procurement are to be allocated between the members of the group; and

(h) the process for settling disputes between the entities in the group about the collective procurement; and

(i) the process by which the agreement may be terminated.

Examples for subregulation (1)(f)
Whether the decision to accept a quotation for the group is to be made by the lead entity on behalf of the group, by unanimous agreement of all entities in the group, by majority vote of the entities in the group, or in some other way.

(2) For subregulation (1)(e):

a) the committee must include at least 3 people representing at least one entity each, with each entity represented; and

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b) a member of the committee may be identified by name or as the person from time to time holding or occupying a named office, designation or position.

Note for subregulation (2)(a)
An individual may represent more than one entity.

(3) A copy of the collective procurement agreement must be made available to a prospective supplier on request.

Collective procurement procedure

See regulation 47 of the *Local Government (General) Regulations 2021*.

Legislation and Reference

All Council purchases and procurement activities will be carried out in compliance with:

Competition and Consumer Act 2010

Local Government Act 2019

Local Government (General) Regulations 2021

Tiwi Islands Regional Council 013 Financial Delegations Policy, and

Tiwi Islands Regional Council 031 Code of Conduct Policy

Procurement Procedures

A. Procurement $0 - $10,000 GST Inclusive

1. Check if proposed purchase is within the approved budget. Items not within the approved budget must be referred to the CEO.

2. If a new supplier, a new supplier form is to be completed and forwarded to accounts payable to be set up in the financial system.

3. In the financial system, a requesting officer generates a purchase requisition and attaches supporting documentation to the purchase requisition.

4. The purchase requisition is forwarded to the authorising officer per the financial delegations policy for approval to become an official purchase order.

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5. Issue the purchase order to the supplier.

6. Accounts payable receive the supplier's tax invoice and check the purchase order number is listed on supplier's tax invoice.

7. Accounts payable forward the invoice and approved purchase order within the financial system to an appropriate officer to confirm goods/ services have been received. The officer can either approve or reject receipt of the goods/ services within the financial system.

8. Accounts Payable action payment of fully approved invoices.

9. An Asset Registration form is to be completed for:

   - Portable and Attractive Assets valued from $300 - $5,000.

   - Assets valued above $5,000.

10. If the new asset is replacing a registered asset that will be disposed, complete an Asset Disposal Form and arrange appropriate disposal of the old asset.

B. Procurement $10,000 - $100,000 GST Inclusive

1. Check if the proposed purchase is within the approved budget, is there sufficient funding available and the purchase is aligned with the Council's Strategic Plan. Items not within the approved budget must be referred to the CEO.

2. Obtain 3 written quotes from potential suppliers.

3. Evaluate the written quotes using appropriate weighted criteria to assess the best value using the Purchasing Quotation.

4. If it is not practicable to obtain quotations from 3 possible suppliers, the council must obtain as many as practicable and must record in writing its reasons for not obtaining the 3 quotations.

5. If a new supplier, a new supplier form is to be completed and forwarded to Accounts Payable to be set up in the financial system.

6. In the financial system, a requesting officer generates a purchase requisition and attaches supporting documentation to the purchase requisition.

7. The purchase requisition is forwarded to the authorising officer per the Financial Delegations Policy for approval to become an official purchase order.

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8. Issue the purchase order to supplier.

9. Accounts payable receive the supplier's tax invoice and check the purchase order number is listed on supplier's tax invoice.

10. Accounts payable forward the invoice and approved purchase order within the financial system to an appropriate officer to confirm goods / services have been received. The officer can either approve or reject receipt of the goods / services within the financial system.

11. Accounts payable action payment of fully approved invoices.

12. An Asset Registration form is to be completed for Assets valued over $5,000.

13. If the new asset is replacing a registered asset that will be disposed, complete an Asset Disposal Form and arrange appropriate disposal of the old asset.

C. Procurement over $100,000 but not more than $150,000 GST Inclusive

1. Check if the proposed purchase is within the approved budget, there is sufficient funding available and the purchase is aligned with the Council's Strategic Plan. Items not within the approved budget must be referred to the CEO.

2. Initiate new program (Action SDC) in financial system, if appropriate.

3. If works / supply are of a technical nature draft the Scope of Work and required specifications with Infrastructure.

4. Public quotation can be obtained where the cost of supply is over $100,000 but not more than $150,000 (including GST). Seeking the public quotation, the council must make a public request for quotations from suppliers by notice:

    (i) in relation to a council– published in a newspaper circulating in the council's area and by notice on the council's website.

5. Alternatively, the council elects to obtain tenders where the cost of supply is over $100,000 but not more than $150,000 (including GST).

6. Prepare the Request for Tender Documentation and detail technical specifications and any weighted assessment criteria that suppliers will need to address.

7. Advertisements to be placed in a newspaper circulating in the council's area. Tenders will be called by public notice and identify: a description of the supply; where tender documentation can be obtained from; name and contact details of the contact person;

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the tender closing date and time; and that notice of the successful tender will be published on the council's website.

8. Tenders will be lodged through the council's electronic tender system or submission into the council's tender box.

9. A tender received in response to the notice must be assessed:

a) for the council – by a panel that includes at least 3 members of the staff of the council or another council or the staff of a local government subsidiary.

10. The panel is to be convened by the CEO or chief executive with appropriate skills and has the following functions:

a) to consider the tenders received in response to the notice;
b) to provide a report, in writing, to the CEO or chief executive in relation to the tenders.

11. Addenda (if required) to be addressed while the tender is open.

12. On receipt of tenders, Tender Committee members are to immediately declare any Conflict of Interest prior to evaluation and the member is to be removed from the panel.

13. Tenders received are to be opened as soon as practicable after the closing date, either by the Council or by the Tender Committee.

14. Tender Committee members to review tenders as individuals prior to meeting as an assessment panel to jointly consider the submitted tenders.

15. Meeting to be chaired by a Committee Member or an Independent. Evaluate the tenders using the weighted criteria to assess the best value. Determine overall ranking and justification for successful and unsuccessful tenderers discussed.

16. Evaluation report detailing recommendations to be forwarded to the CEO to decide when the report will be discussed, at the next ordinary council meeting or a special meeting.

17. Council Resolution passed endorsing preferred supplier and timeframe.

18. Notify successful tenderer in writing. Arrange for contract to be signed by both parties.

19. Notify unsuccessful tenderers in writing – do not disclose any commercial or intellectual property of the winning tenderer, rather provide a brief comment such as indigenous participation too low, pricing not competitive, compliance with requirements insufficient.

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20. Details of successful tenderer, the supplies to be provided and the tender price are to be published on the council website.

21. If a new supplier, a new supplier form is to be completed and forwarded to Accounts Payable to be set up in the financial system.

22. In the financial system, a requesting officer generates a purchase requisition and attaches all supporting documentation to the purchase requisition. As a minimum, this will be the tender advertisement, tender conditions, all tender responses received, the tender assessment report, and council resolution.

23. The purchase requisition is forwarded to the authorising officer per the financial delegations policy for approval to become an official purchase order.

24. Issue the Purchase order to Supplier.

25. Accounts Payable receive the supplier's tax invoice and check the Purchase order number is listed on Supplier's tax invoice.

26. Accounts Payable forward the invoice and approved purchase order within the financial system to an appropriate officer to confirm goods/ services have been received. The officer can either approve or reject receipt within the financial system.

27. Accounts Payable action payment of fully approved invoices

28. If the tender was for purchase of an asset, complete an Asset Registration form.

29. If the new asset is replacing a registered asset that will be disposed, complete an Asset Disposal Form and arrange appropriate disposal of the old asset.

30. If the tender was for a service contract, review performance from initiation to completion of contract and address any performance issues.

31. Close Out and Performance Review.

D. Procurement over $150,000 GST Inclusive

1. The council must first call for tenders.

2. Prepare the Request for Tender Documentation and detail technical specifications and any weighted assessment criteria that suppliers will need to address.

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3. Advertisements to be placed in a newspaper circulating in the council's area. Tenders will be called by public notice and identify: a description of the supply; where tender documentation can be obtained from; name and contact details of the contact person; the tender closing date and time; and that notice of the successful tender will be published on the council's website.

4. Tenders will be lodged through the council's electronic tender system or submission into the council's tender box.

5. A tender received in response to the notice must be assessed:

a) for the council – by a panel that includes at least 3 members of the staff of the council or another council or the staff of a local government subsidiary.

6. The panel is to be convened by the CEO or chief executive with appropriate skills and has the following functions:
a) to consider the tenders received in response to the notice;
b) to provide a report, in writing, to the CEO or chief executive in relation to the tenders.

7. Addenda (if required) to be addressed while the tender is open.

8. On receipt of tenders, Tender Committee members are to immediately declare any Conflict of Interest prior to evaluation and the member is to be removed from the panel.

9. Tenders received are to be opened as soon as practicable after the closing date, either by the council or by the Tender Committee.

10. Tender Panel members to review tenders as individuals prior to meeting as an assessment panel to jointly consider the submitted tenders.

11. Meeting to be chaired by a Committee Member or an Independent. Evaluate the tenders using the weighted criteria to assess the best value. Determine overall ranking and justification for successful and unsuccessful tenderers discussed.

12. Evaluation report detailing recommendations to be forwarded to the CEO to decide when the report will be discussed, at the next ordinary council meeting or a special meeting.

13. Council Resolution passed endorsing preferred supplier and timeframe.

14. Notify successful tenderer in writing. Arrange for contract to be signed by both parties.

15. Notify unsuccessful tenderers in writing – do not disclose any commercial or intellectual property of the winning tenderer, rather provide a brief comment such as indigenous

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participation too low, pricing not competitive, compliance with requirements insufficient.

16. Details of successful tenderer, the supplies to be provided and the tender price are to be published on the council website.

17. If a new supplier, a new supplier form is to be completed and forwarded to Accounts Payable to be set up in the financial system.

18. In the financial system, a requesting officer generates a purchase requisition and attaches all supporting documentation to the purchase requisition. As a minimum, this will be the tender advertisement, tender conditions, all tender responses received, the tender assessment report, and council resolution.

19. The purchase requisition is forwarded to the authorising officer per the financial delegations policy for approval to become an official purchase order.

20. Issue the Purchase order to Supplier.

21. Accounts Payable receive the supplier's tax invoice and check the Purchase order number is listed on Supplier's tax invoice.

22. Accounts Payable forward the invoice and approved purchase order within the financial system to an appropriate officer to confirm goods/ services have been received. The officer can either approve or reject receipt within the financial system.

23. Accounts Payable action payment of fully approved invoices

24. If the tender was for purchase of an asset, complete an Asset Registration form.

25. If the new asset is replacing a registered asset that will be disposed, complete an Asset Disposal Form and arrange appropriate disposal of the old asset.

26. If the tender was for a service contract, review performance from initiation to completion of contract and address any performance issues.

27. Close Out and Performance Review.

REPORTS FOR INFORMATION

ITEM NUMBER	6.1
TITLE	Chief Executive Officer's Report
REFERENCE	243358
AUTHOR	Valerie Rowland, Chief Executive Officer

Monthly updates from Managers reporting to the CEO on operational matters.

BACKGROUND

Firstly, my respects to elders past and present, as well as acknowledging all new emerging leaders, young and old.

Disappointingly all our communities have experienced a number of break ins from young people. The most concerning when these break-ins do occur is the malicious damage and a trail of destruction that is left behind. It is also unfair for grandparents in many instances who are expected to stand up and just being grandparents causes much distress and it borders on elder abuse. We need to be better in protecting our old people.

Council has sought the assistance of the Tiwi Land Council Grants Officer to apply for solar street lighting for all three communities. The current contract coordinator is on study leave returning in June, when the leave without pay expires. To many the workload in Infrastructure in financial management, a part time project officer has been recruited to work with management in both Town Services and Fleet. Fortunately, the new employee is keen to be based at Wurrumiyanga, which is great.

Gambling is still a concern due to the rubbish outside of a busy thoroughfare. A Community Public Meeting on 22 April. The agenda of discussion was to raise concerns on the recent sexual assault of a nurse; Bingo nights; Night Patrol and Police.

TIRC highlighted at the meeting the security of the Night Patrol team working at night needs to be of high priority, and no staff will be working at 2-3am in the morning picking up kids. This is a role of the parents. Council supports to meet with the NUA Board to talk about the Bingo Nights and to explore an earlier closing period. Deputy Chair, Jan Johnson indicated NUA can look at this and invited Council to the next NUA Board Meeting.

The police endorsed the work of the Night Patrol team, indicating at the community meeting their roles and how much police welcomed their support and assistance. An email received from OIC Ben Higgins again highlighting the police gratitude for the strong working partnership between the Wurrumiyanga Police Stations and TIRC Night Patrol and Community Safety.

The Waste site at Wurrumiyanga has had a lot of work carried out including the gravel pit at the back. An area that has caused much concern for the Council. The waste site work is an ongoing project and a commitment made by the Council to protection the environment, there always liaising with the land council, LGANT Environmental Officer and NTEPA.

The Tiwi Islands Football League Grand Final on the 7 May, has seen a large movement of passengers across the Strait. The female crew have done extremely

well since their role at the Boatshed with consistent work attendance. My office has been updated from their lien manager as he is confident by June 2022 all 4 crew members will be qualified and Council sees this is only the beginning is the employment to build the Council's capacity into the future.

The Management Administration has commenced working on a draft 2022/2023 Annual Plan and Budget and confident a final draft copy to be provided to the Department for feedback before final print.

Meetings

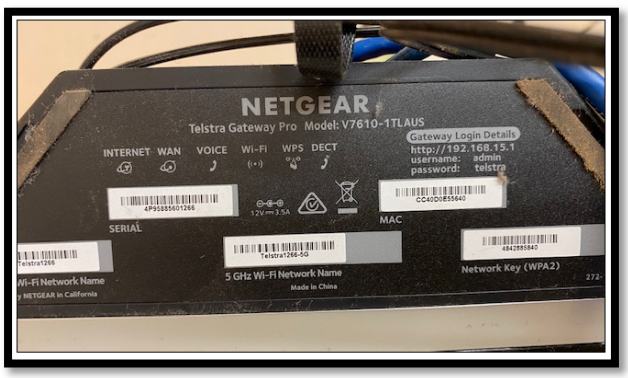
- 04/04 to 08/04 - Annual Leave
- 11/04 Management Meeting
- 13/04 Executive Leadership Group Meeting
- 14/04 CouncilBiz Board Meeting
- 19/04 Monthly Meeting with OTL
- 20/04 Wurrumiyanga Local Authority
- 21/04 Ordinary Council Meeting
- 22/04 Community Public Meeting – Wurrumiyanga
- 24/04 Community Meeting - DNA
- 26/04 Top End Regional Coordination Committee
- 27/04 OTL Meeting
- 28/04 NIAA Meeting

ICT

As the Executive Assistant to the CEO I would like to take this opportunity to thank the Elective Members, CEO Valerie Rowland and all the Council staff for their support throughout the years. I will take with me a lot of happy times and sad memories, this is not good bye but farewell and I hope you see family in Darwin one day. My last working day is Friday, 6 May 2022. The Administration Officer will continue to support the CEO and the Governance team in my absent.

The Pirlangimpi Office continues to have issues with the landlines and no internet connection. Telstra will review the situation as soon as possible.

Blake Gilmore Enterprise Account Executive Telstra advised Council that the Net Gear Telstra Pro model V7610-1TLAUS device is not a Telstra device so the device will need to be replaced under the new CouncilBiz consolidation.



Human Services Monthly Report for April 2022

Highlights

- Two (2) terminations were processed during April 2022.
- Six (6) employees were appointed during April 2022.
- Staff turnover rate was 3% percent.
- Note that the graphs and data below from 01st April 2022 to 30th April 2022.

Charts

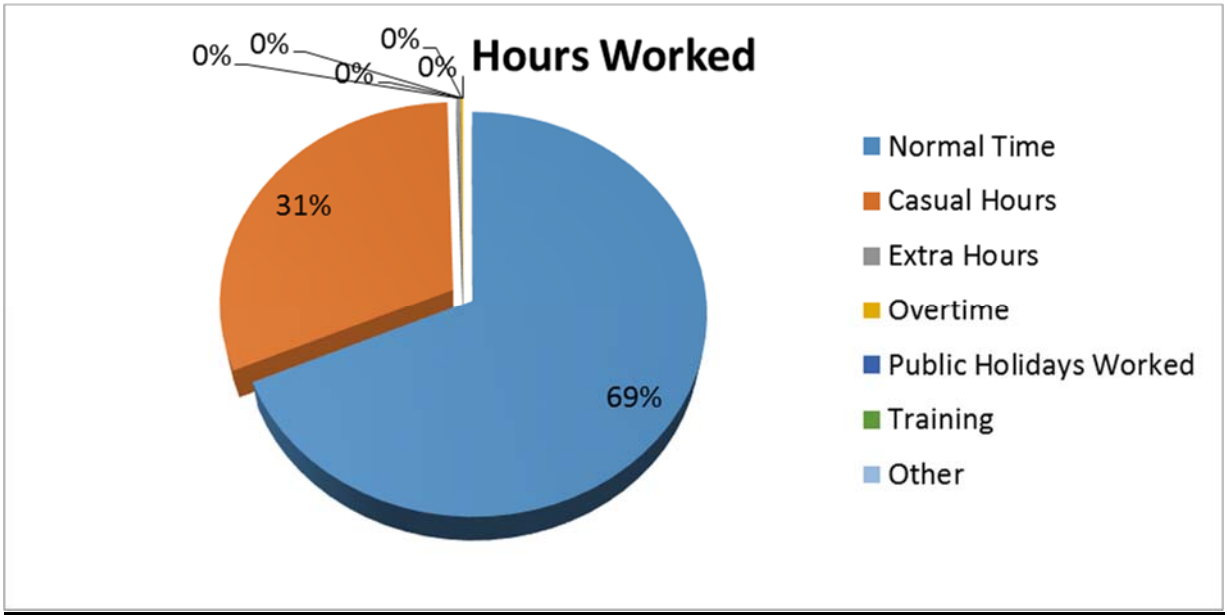


Chart 1: Hours worked as percentage 01st April 2022 to 30th April 2022

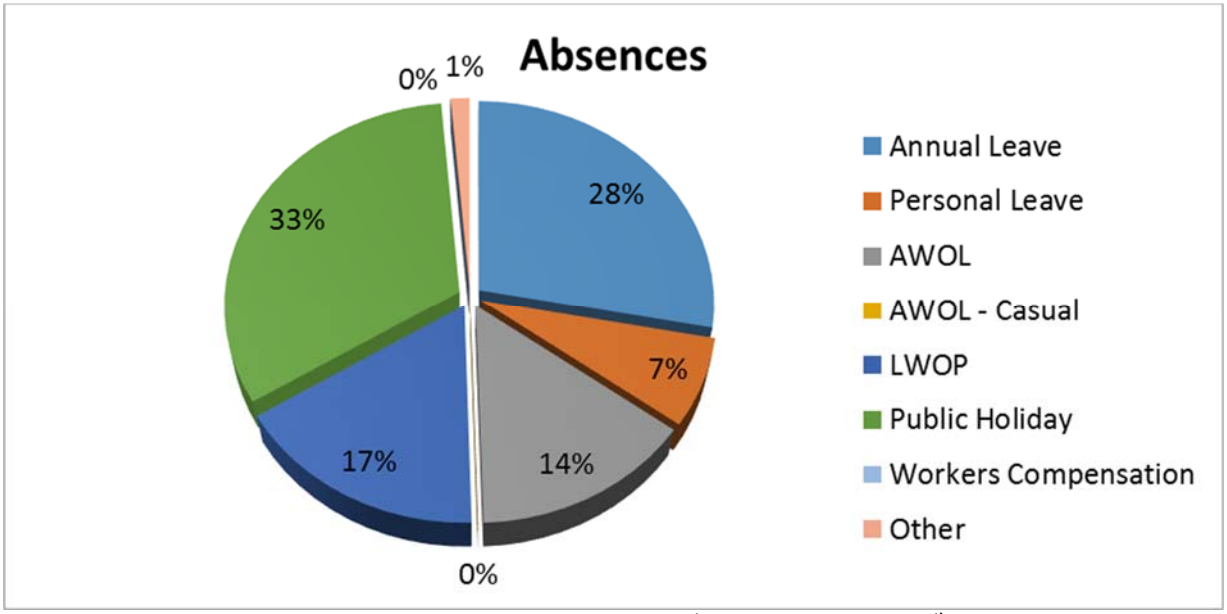


Chart 2: Hours worked as percentage 01st April 2022 to 30th April 2022

Hours Worked

Description	PPE 10th April 2022	% of Total	PPE 24th April 2022	% of Total	Variance	Variance %
Normal Time	3,597	58%	3,028	49%	-569	-16%
Casual Hours	1,565	25%	1,468	24%	-96	-6%
Extra Hours	23	0%	7	0%	-16	-69%
Overtime	10	0%	5	0%	-5	-50%
Public Holidays Worked	0	0%	0	0%	0	0%
Training	0	0%	0	0%	0	0%
Annual Leave	516	8%	254	4%	-261	-51%
Personal Leave	79	1%	115	2%	+36	+45%
AWOL	224	4%	174	3%	-49	-22%
AWOL-Casual	0	0%	0	0%	0	0%
LWOP	240	4%	217	3%	-24	-10%
Public Holiday	0	0%	893	14%	+893	+100%
Workers Compensation	0	0%	0	0%	0	0%

Table 1: Monthly Comparisons – Raw Hours and Percentages

Charts

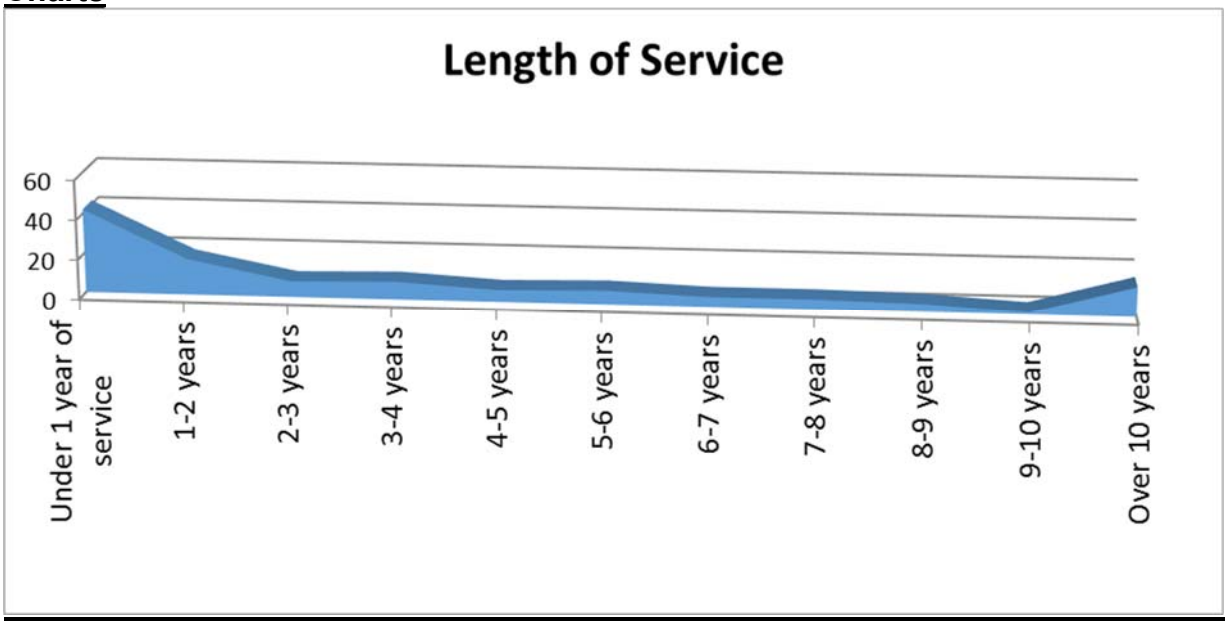


Chart 3: Length of Services

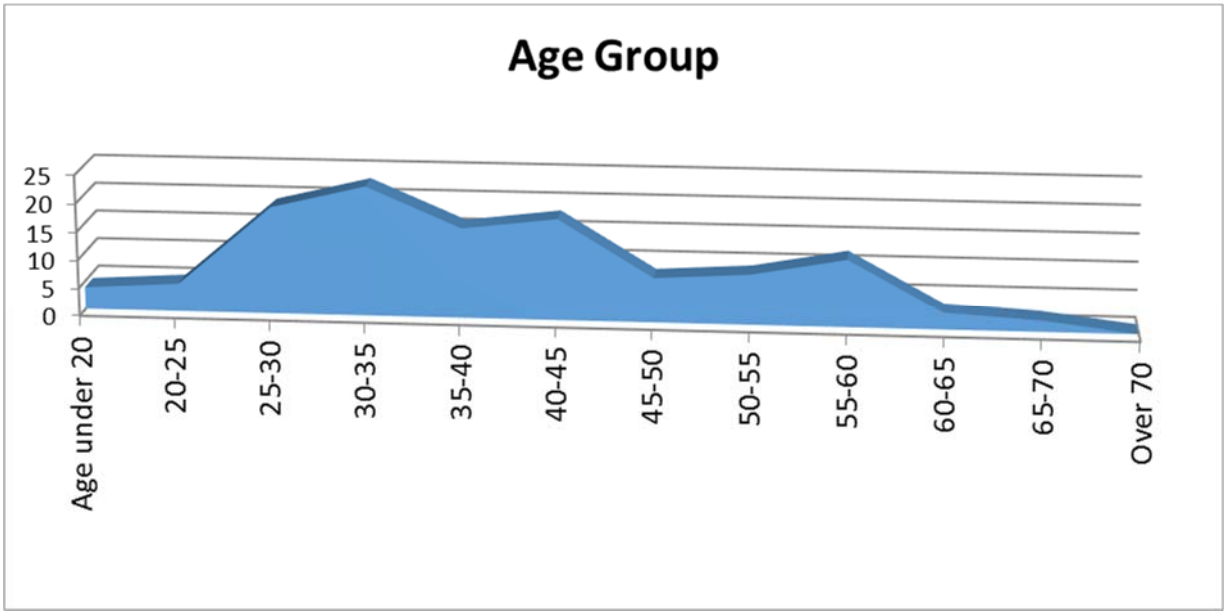


Chart 4: Distribution of Ages

Demographics

Description	Wurr.	Pirl.	Mili.	Dar.	Total	%
Male	50	13	16	4	83	69%
Female	23	8	7	0	38	31%
ATSI	66	20	17	2	105	87%
NON-ATSI	7	0	4	5	16	13%
Full Time	29	10	10	4	53	44%
Part Time	2	7	7	0	16	13%
Casual	41	4	6	1	52	43%
Age under 20	4	0	0	0	4	3%
20-25	3	1	1	0	6	4%
25-30	10	4	4	1	19	16%
30-35	13	5	4	1	23	19%
35-40	12	0	3	1	17	13%
40-45	10	5	2	1	18	15%
45-50	7	0	1	0	8	7%
50-55	2	3	4	0	9	8%
55-60	8	3	1	0	13	10%
60-65	1	0	2	0	3	3%
65-70	1	0	1	0	2	2%
< 1 year of service	38	3	3	1	43	37%
1-2 years	11	2	3	2	18	14%
2-3 years	7	1	0	0	8	7%
3-4 years	3	3	2	1	9	8%
4-5 years	3	1	1	1	6	5%
5-6 years	3	2	2	0	7	6%
6-7 years	3	0	2	0	5	4%
7-8 years	1	2	2	0	5	4%
8-9 years	1	0	3	0	4	3%
9-10 years	0	1	0	0	1	1%
Over 10 years	3	6	6	0	15	13%
Total Employees	73	20	23	5	121	100%

Table 2: Monthly Demographics **–** April 2022

Annual Leave Liability

As of the 30th April 2022, the council's annual leave liability is for 9,899 hours totalling $431,050. The annual leave liability amount includes 17.5% leave loading.

New Hires

Position	Date Hired	Directorate	Employment Type
Town Services Officer (P)	11-Apr-22	Infrastructure	Casual
Youth Diversion Coordinator (W)	04-Apr-22	Communities	Fixed
Cleaner (W)	11-Apr-22	CEO	Casual
Town Services Officer (W)	11-Apr-22	Infrastructure	Casual
Project Officer – Infrastructure (D)	11-Apr-22	Finance	Casual
Town Services Officer (W)	25-Apr-22	Infrastructure	Casual
Town Services Officer (P)	11-Apr-22	Infrastructure	Casual

Terminations

Position	Termination Date	Directorate	Reason / Emp Type
Outstations Coordinator	15 April 2022	Infrastructure	Resigned
Town Services Officer (W)	01 April 2022	Infrastructure	Terminated

Records Management EoM Report April 2022

BACKGROUND

General Business for the month

To provide support to all program areas with records keeping and to provide the support in the administration of the TIRC electronic records and document management system, as required. It is critically important that Managers in each work areas, upload documents, including work related emails and texts on the system, MagiQ.

To avoid non-compliance Records and Information Support is every council staff business to get the upload documents or at a computer correct, ensuring appropriate maintenance of active and archived records are in place in diligent manner. Records Management and Information Support is available to support and work closely with staff that are struggling to upload corporate documents.

Events
None

Human Resources
All matters including:

- Incidents: none
- Training: Nil

Archive boxes

As of 01 April 2022, there have been 408 boxes securely stored at Iron Mountain facility, 10 Olive Place, Holtze NT 0829.

There was no storage activity recorded since 2017 and no records were found when the last box sent to Iron Mounting facility.

Wurrumiyanga, Pirlangimpi and Milikapiti have also stored the boxes in their possession but they are not in the secured facility like in the Iron Mountain storage in Darwin. It is recommended to count the boxes and check the condition of the boxes which were stored in Wurrumiyanga, Pirlangimpi and Milikapiti.

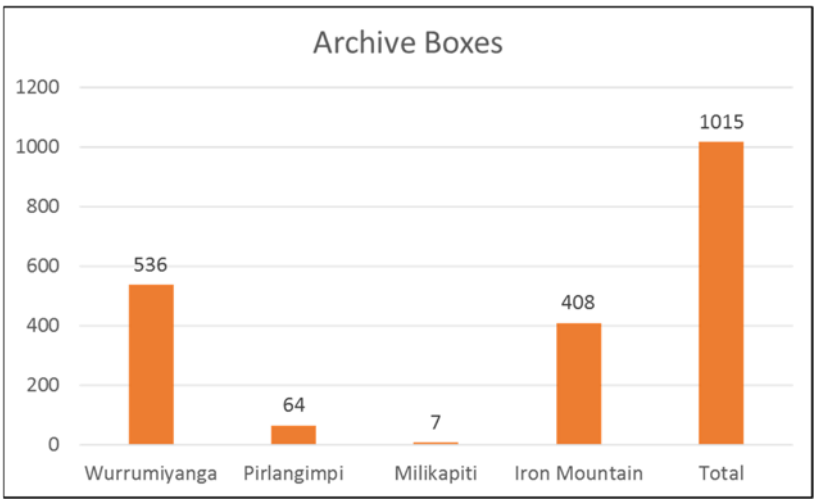


Chart 5: Archive Boxes

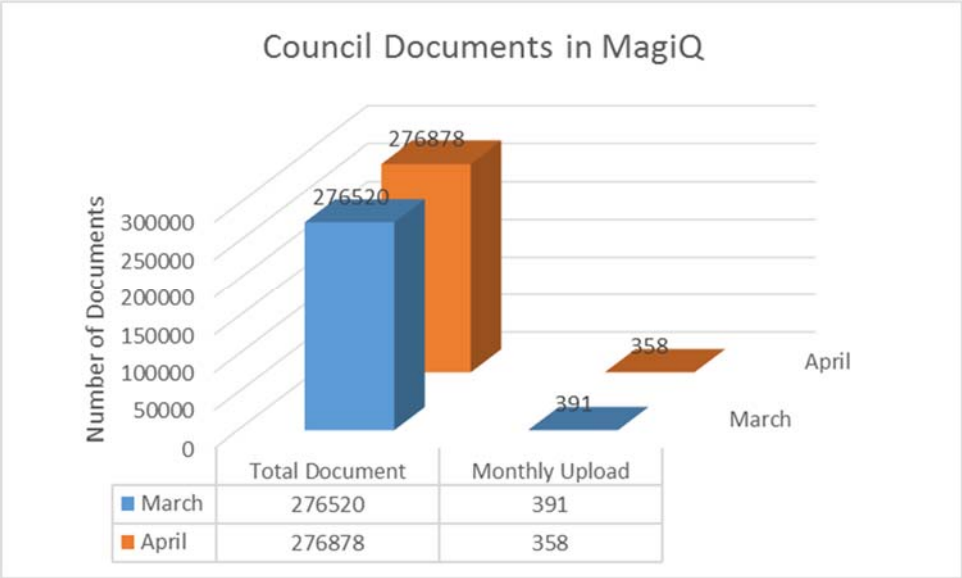


Chart 6: Documents in MagiQ in April 2022

RECOMMENDATION:

That Council receive and note this report 243358 for information.

ATTACHMENTS:

REPORTS FOR INFORMATION

ITEM NUMBER	6.2
TITLE	Infrastructure Report End of Month for April 2022
REFERENCE	243547
AUTHOR	David Ciosmak, Town Services Manager

Highlights:

- Temporary waste site almost finished

1. Town Services - Wurrumiyanga

1.1 Community/cultural commitments

Town Services, Civil Works and Outstation crews assisted with various community events providing:

- Chairs
- Additional wheelie bins
- Litter cleaning
- Vegetation clearing

TIRC continues to show a strong presence at community/cultural events.

1.2 Training

1. **First Aid Training –**. There are a considerable number of staff that require their First Aid Certificate
2. **Additional Training –** All current staff are being assessed for future training which will upskill them in their roles. This will include first aid, driver's licenses, ARO and coxswain tickets.

1.3 Parks and Gardens

- Council responsible areas maintained accordingly with a focus on the main street into town.
- Hard rubbish around the community removed prior to mowing verge.
- Slashing of drains, parks and several houses to assist older people in the community.

1.4 Waste Management (Town Services + Civil Works)

1.4.1 Sucker Machine

- The sucker trailer is currently awaiting a new engine.
- Areas with high public traffic over night are prioritized to maintain clean streets and public spaces
- The main focus will rubbish and street cleaning in preparation for the TIFL Grand Final

1.4.2 Garbage Truck

- Community bins emptied twice per week
- Preventative maintenance routinely conducted on Wednesdays, referencing a strategically designed check list
- Each pick-up location/area documented in checkpoint form to ensure all scheduled bins are collected
- The truck has been running consistently this month but staffing is an issue due to requiring a HR license.

1.4.3 Wheelie Bins

- Bins have been ordered and will arrive very soon.
- Lid and wheel repairs will be done once the spare parts arrive.

1.4.4 Recycling

Freight assistance sponsorship established between Auriga Barge and TIRC for all recycle streams travelling to Darwin.

1.4.4.1 10c Recycling Facility

- A recycling facility licensed for the 10c container deposit scheme (CDS) would likely be financially feasible, based on estimated input potential from retail in Wurrumiyanga
- The facility would provide indirect savings, by reducing labour spent on litter cleaning
- TIRC is seeking funding for the building of a specific waste transfer shed where the can crushers can be permanently housed.

1.4.4.2 Other Recycling

- 44 x 200L drums (empty) have been palletized. Disposal options being investigated
- Chemical drums (i.e. 20L) are being compiled and sent back to Darwin for safe disposal via the 'Drum Muster' program
- E-Waste disposal options are being investigated with NTRS. Downstream issues in the E-Waste sector are causing problems with recycling.

1.4.4.3 Landfill

- Significant work has been carried out to move waste from the quarry site to the dump site.
- The implementation of skip bins has proven to be effective in collecting waste when the garbage truck has been off the road.
- Gates have been installed at the tip. Fencing has started with posts being installed.
- Council is looking into the removal of car bodies by crushing and then removal off the islands.
-

1.5 Swimming Pool

- The pool has not been operational for quite some time.

1. Future works

   Figleaf pools have attended the site and given an estimation for pool repairs and up grading the filtration system. Significant excavation is required under the pool which will need to be filled with cement before fibre glassing can start.

2. Inter-Island Ferry (Boat Shed)

- Employment of the first ever female boatshed employees.
- Ferry maintenance – Ferry is due to come out of water for servicing.
- Paid weekend operations have resumed as per TIFL schedule requirements.
- Inter-Island Ferry Coordinator has been performing above his duties.
- Staff issues are a constant problem for the male staff. The female staff have expressed interest in full time work once they complete their coxswain training.

3. Aerodrome

- Daily inspections conducted with no major issues identified
- Slashing and mowing within the fence perimeter 100% complete
- Slashing on both approaches complete and around secondary windsock
- Tree clearing is almost complete with all stumps removed and ground remediation only being required.

4. Civil Works

4.1 Routine town maintenance

- Potholes repairs have been put on hold as we consider options for funding to re sheet asphalt in the problem areas.
- Landfill operations routinely conducted weekly using the D6 Bull dozer.
- Hard rubbish removal ongoing.
- Cat IT28G loader has a blown engine, awaiting options from fleet manager as this is vital for the dry season.

4.2 Routine regional maintenance

- Grading has been conducted between township and landfill to account for high traffic and to reduce damage to garbage truck.

4.3 Landfill

- Work conducted daily to consolidate waste.
- Fencing and building up of area for new container will start in two weeks.
- D6 Dozer earthworks ongoing to reconfigure the landfill and consolidate dumping area.

4.4 Projects

- R2R funding
- Wurrumiyanga pool. Obtaining quotes for resurfacing and filtration system.

5.1 Milikapiti Town Services and Civil Works

This report illustrates the business unit Infrastructure - Town Services/Civil Works including maintenance of public parks, gardens, and drainage, waste collection and management, funerals and servicing of public toilets in the community.

BACKGROUND

This report is for the Month of March 2022

WASTE COLLECTION AND MANAGEMENT:

- Waste collected twice a week Tuesday &Friday between the hours of 8am to 12pm
- General community litter hand picked up by Town Services in garbage bags twice a week.
- General household rubbish left outside of front of houses for pickups with trailer.

- Drain ways cleaned and rubbish removed from inside.
- Tree removed from side of the road near the local Park ground and taken to the waste.

AIRPORT

Inspections – Field Checklist:

Inspections are carried out every morning by Romel Siplon Serviceability Inspection Field checklist sent to Project Manager and Finance at the end of Month.

Monthly Reporting Register:

Sent to Project Manager and Finance at the end of Month – Romel, Austin and Gladys.

Maintenance:

Airport aprons slashed, mowed and whipper snip around gables and lights.

TOWN/ROAD WORKS:

- Rubbish collection walk through main areas, with garbage bags twice a week. Garbage Bags and Ute Tiwi 15 taken to the Tip.
- Old items/rubbish outside people houses taken to the Tip. Done with Ute Tiwi 15 and trailer.
- Unable to fill up airport tank with water truck for public toilet use at the airport due to Water Truck not working. Done with water truck/workers both Civil and Town Services.
- Patch roads and gutters around community. Done with Backhoe, Bobcat and workers.
- Push Rubbish in Tip with Loader. Done with Loader.
- Clean Workshop take rubbish to Tip. Done with Bobcat and Tip Truck.
- Helped Mechanic whenever he needed help with anything within the workshop or outside the workplace. 2 Town Services workers.
- Remove trees on main roads from Community to the Tip. Workers and Bobcat.
- Empty fuel tanks taken to the Barge Landing with Mechanic if needed help. Tip truck and Loader.
- Barge pick-ups. Ute and trailer TIRC assets Tip Truck and Loader.
- Support to family funerals. Town Services and civil workers.
- Supported civil works on roads when they needed help and in around the community. Most of workers and help each other out.
- Clean Town Services Shed and remove old items to the tip. Tip Truck/Bobcat and Loader.
- Clean gutters and flattened rough surfaces. Done with Bobcat/Tip Truck and Town Services/Civil workers
- Back fill barge landing road end of bitumen with gravel/soil. Done with Bobcat/Grader 130

- Baulker bags filled with rubbish taken to tip and return empty. Done with Ute Tiwi 15.
- Mow and cut around community and public areas sections. 2 Ride on Mowers 2 Mini Slashers.
- Whipper snip main areas of the community. 3 whipper Snippers.
- Remove old tyres from workshop and metal scraps taken to Tip. Done with Tip Truck 2 workers.

CIVIL WORKS

- Help Town Services with rubbish collection. Done with garbage bags and vehicle Tiwi 15.
- Clean drain ways with Town Services crew in community. Done with Loader/Bobcat and Tip truck.
- Remove old stuff from houses and take to the Tip. Done with Ute and Tip Truck.
- Help with Town Services crew doing General Waste Disposals driving. Rubbish Truck.
- Grade and patch road Barge Landing. Grader 130.
- Grade farm road and dump road. Grader 130.

6.1 PIRLANGIMPI TOWN SERVICES AND CIVIL

6.2 WASTE COLLECTION AND MANAGEMENT:

- Waste collected twice a week Tuesday &Friday between the hours of 8am to 12pm
- General community litter hand picked up by Town Services in garbage bags twice a week.
- Drain ways cleaned and rubbish removed from inside.
- Fleet Manager looking at options for replacement body for garbage truck due to significant rust.

6.3 TOWN/ROAD WORKS

- Mowing of community areas
- Collection of freight from airport and barge
- Cleanup of rubbish from shop and high traffic areas

6.5 CIVIL WORKS

- There was some grading and road clearing on road to the dump.
- Assist Town Services due to weather on occasions.
- Civil works coordinator has been on AL for two weeks.

7.1 OUTSTATIONS

7.1 Ranku

- Currently one house occupied at Ranku.

Power

- No issues reported this month.

Slashing/Mowing

- Slashing and Mowing has been completed

Water

- No unplanned outages

HMS (Housing Maintenance Services)

- No report

7.1.1 Paru

Power

- No outages

Slashing/Mowing

- Mowing completed.

Water

- No water outages

HMS (Housing Maintenance Services)

- No report

7.1.2 Mile

Power

- No outages

Slashing/Mowing

- Slashing and mowing completed

Water

- Two water leaks have been repaired.

HMS (Housing Maintenance Services)

- No report

7.1.3 Pitjamirra

Power

- No outages

Slashing/Mowing

- Slashing and mowing completed

Water

- No outages

HMS (Housing Maintenance Services)

- Replacement of roofing 100 % complete

Future Projects

- Upgrade of solar power system – requires further scoping of works.

7.1.4 Takapimiliyi

Power

- No outages

Slashing/Mowing

- Up to date

Water

- No outages

HMS (Housing Maintenance Services)

- Plumbing and electrical work to be conducted when on next visit

Future Projects

- Graded fire breaks (MES)
- Grade access roads (MES)

7.1.5 Condor Point

Power

- No outages

Slashing/Mowing

- Slashing to be scheduled. Weather and roads permitting

Water

- No outages to report

Future Projects

- Grade access track (MES)
- Graded Fire Break (MES)
- Rodent & Pest control (HMS)
- Solar inspection (MES)
- Repairs to Infrastructure (HEA)

RECOMMENDATION:

That Council receive and note this report 243278 for information.

ATTACHMENTS:

REPORTS FOR INFORMATION

ITEM NUMBER	6.3
TITLE	TIRC Councillors Meeting Attendance Register
REFERENCE	243550
AUTHOR	Helen Daiyi, Governance & Compliance Manager

SUMMARY
As an ongoing record keeping requirement, members will be provided with an updated meeting attendance listing at the beginning of each meeting. Member's attendance is based on the official minutes of each Local Authority, Ordinary and Special Council meetings.

BACKGROUND
An important element of good governance and meeting procedures, is an up-to-date attendance register. The attached document has been put together for all of the Local Authority, Ordinary and Special Council meetings for 2022.

Standard procedure will be for the Chairperson to review this listing at the commencement of each meeting and to follow up any previous non-attendance / s with members.
These attendance records will be included into each year's Tiwi Islands Regional Council Annual Report.

ISSUES/OPTIONS/CONSEQUENCES

CONSULTATION & TIMING

RECOMMENDATION:

That Council note this report for information

ATTACHMENTS:
1 TIRC Crs Register 2021-2022.pdf 2 Pages

TIRC Councillors 2020 & 2021 Ordinary Meeting Attendance Register

Attendance Register prior to Local Government Election 28th August 2021

2021		2021						
Ordinary Council Meeting		**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**
COUNCILLOR	**WARD**	**29 ORD W**	**24 ORD P**	**24 ORD M**	**28 ORD W**	**26 ORD P**	**23 ORD M**	**28 ORD W**
1. Leslie Tungatulum	Bathurst Is	Y	Y	Y	Y	Y	Y	Y
2. Kevin Doolan	Bathurst Is	A	Y	Y	A	A	A	A
3. Francisco Babui	Bathurst Is	A	Y	Y	Y	Y	Y	A
4. Wesley Kerinaiua	Bathurst Is	Y	A	Y	X	X	X	X
5. Valentine Intalui	Bathurst Is	Y	Y	A	Y	Y	Y	Y
6. Jennifer Clancy	Bathurst Is	A	Y	A	Y	Y	A	A
7. Mary Dunn	Pirlangimpi	Y	Y	Y	Y	Y	Y	Y
8. Therese Bourke	Pirlangimpi	Y	Y	Y	Y	Y	Y	Y
9. Osmond Pangiraminni	Pirlangimpi	A	Y	Y	Y	Y	Y	Y
10. Lynette De Santis	Milikapiti	Y	Y	A	Y	Y	A	Y
11. Pius Tipungwuti	Milikapiti	Y	Y	Y	Y	Y	A	A
12. Connell Tipiloura	Milikapiti	Y	Y	Y	Y	Y	Y	Y

Attachment 1

TIRC Councillors 2020 & 2021 Ordinary Meeting Attendance Register

Attendance Register post-election

2021/2022		2021				2022			
Ordinary Council Meeting		**Sep**	**Oct**	**Nov**	**Dec**	**Feb**	**Feb**	**Mar**	**Apr**
COUNCILLOR	**WARD**	**22 ORD W**	**27 ORD W**	**22 ORD P**	**15 ORD M**	**17 ORD W**	**28 ORD P**	**31 ORD M**	**21 ORD W**
Mayor Pirrawayingi	Pirlangimpi Ward	Y	Y	A	Y	Y	Y	A	Y
Deputy Mayor Leslie Tungutalum	Bathurst Ward	Y	Y	Y	Y	Y	Y	A	Y
Jennifer Clancy	Bathurst Ward	Y	Y	A	Y	Y	Y	A	Y
Peter Kantilla	Bathurst Ward	Y	Y	A	Y	X	X	X	X
Stanley Tipiloura	Bathurst Ward	Y	A	Y	A	A	X	Y	Y
Francis Xavier Kurrupuwu	Bathurst Ward	Y	Y	Y	Y	Y	Y	Y	Y
Luke Tipuamantumirri	Bathurst Ward	Y	Y	A	Y	Y	Y	Y	Y
Joseph Pangiraminni	Pirlangimpi Ward	Y	A	Y	Y	Y	Y	Y	A
Therese Bourke	Pirlangimpi Ward	Y	A	Y	A	Y	Y	Y	A
Lynette De Santis	Milikapiti Ward	Y	A	Y	Y	Y	Y	A	Y
Pius Tipungwuti	Milikapiti Ward	Y	Y	Y	Y	Y	Y	Y	Y
Jeffrey Ullungura	Milikapiti Ward	Y	Y	Y	Y	A	Y	A	Y

**August OCM cancelled due to clashes with mobile polling. Compliant within the LG Act 2019.*

Attachment 1

REPORTS FOR INFORMATION

ITEM NUMBER	6.4
TITLE	Town Services Council Report
REFERENCE	243561
AUTHOR	David Ciosmak, Manager Fleet and Building Services

Town Services Manager reports to the CEO as direct line manager. Each month a report for information tabled informing elected Members across operational areas in the Interisland Ferry Services, Waste Management and Recycling, Cemeteries, Airports x 3, Homeland communities.

BACKGROUND

Highlights:

- ANZAC day dawn service ceremony was conducted and received great feedback.
- A promotion of a Tiwi crew member as a team leader with a strong work ethic and attendance to work every day.
- A successful recruitment of the Works Coordinator at Wurrumiyanga

1. Town Services - Wurrumiyanga

1.1 Community/cultural commitments

Town Services, Civil Works and Outstation crews assisted with various community events providing:

- Chairs/tables and BBQ's
- Additional wheelie bins
- Litter cleaning conducted everyday
- Vegetation clearing for upcoming dry season

TIRC continues to show a strong presence at community/cultural events.

1.2 Training

1. **First Aid Training –**. There are a considerable number of staff that require their First Aid Certificate. Boatshed staff are booked in for early May.
2. **Additional Training –** All current staff are being assessed for future training which will upskill them in their roles. This will include first aid, drivers licenses, ARO and coxswain tickets.

1.4 Parks and Gardens

- Council responsible areas maintained accordingly with a focus on the main street into town.
- Hard rubbish around the community removed prior to mowing verge.
- Slashing of drains, parks and several houses to assist older people in the community.
- A significant effort is being made in preparation for TIFL grand final

1.5 Waste Management (Town Services + Civil Works)

1.5.1 Sucker Machine

- The sucker trailer is still awaiting a new engine.
- Areas with high public traffic over night are prioritised to maintain clean streets and public spaces

- The main focus will rubbish and street cleaning in preparation for the TIFL Grand Final

1.5.2 Garbage Truck

- Community bins emptied twice per week
- Preventative maintenance routinely conducted on Wednesdays, referencing a strategically designed check list
- Each pick-up location/area documented in checkpoint form to ensure all scheduled bins are collected
- The truck has been running consistently this month and we have recruited a former driver who makes sure all bins are collected.

1.5.3 Wheelie Bins

- Bins have arrived and will be replaced as they are paid for while others will be repaired with spare parts.

1.5.4 Recycling

Freight assistance sponsorship established between Auriga Barge and TIRC for all recycle streams travelling to Darwin. At this stage the main waste sites are the priority.

1.5.4.1 10c Recycling Facility

- A recycling facility licensed for the 10c container deposit scheme (CDS) would likely be financially feasible, based on estimated input potential from retail in Wurrumiyanga
- The facility would provide indirect savings, by reducing labour spent on litter cleaning
- TIRC is seeking funding for the building of a specific waste transfer shed where the can crushers can be permanently housed.

1.5.4.2 Other Recycling

- 44 x 200L drums (empty) have been palletized. Disposal options being investigated
- Chemical drums (i.e. 20L) are being compiled and sent back to Darwin for safe disposal via the ‘Drum Muster’ program
- E-Waste disposal options are being investigated with NTRS. Downstream issues in the E-Waste sector are causing problems with recycling

1.5.5 Landfill

- Significant work has been carried out to move waste from the quarry site to the dump site.
- An external contractor has pushed new dumping areas and will clean up the old waste area as needed.
- The implementation of skip bins has proven to be effective in collecting waste when the garbage truck has been off the road however the truck is currently down awaiting parts.
- Gates have been installed at the tip. Fencing has started with posts being installed.
- Council is looking into the removal of car bodies by crushing and then removal off the islands.

1.6 Swimming Pool

- The pool has not been operational for quite some time.

1.6.1 Future works

Figleaf pools have attended the site and given an estimation for pool repairs and up grading the filtration system. Significant excavation is required under the pool which will need to be filled with cement before fibre glassing can start.

The next option is obtaining quotes to build a cement pool on site. The funding options for this are looking good.

2. Inter-Island Ferry (Boat Shed)

- Employment of the first ever female boatshed employees.
- Ferry maintenance – Ferry has been serviced last week.
- Paid weekend operations have finished as TIFL has ended.
- Inter-Island Ferry Coordinator has been performing above his duties.
- Staff issues are a constant problem for the male staff. The female staff have expressed interest in full time work once they complete their coxswain training.

3. Aerodrome

- Daily inspections conducted with no major issues identified
- Slashing and mowing within the fence perimeter 100% complete
- Slashing on both approaches complete and around secondary windsock
- Tree clearing is almost complete.

4. Civil Works

4.1 Routine town maintenance

- Potholes repairs have been put on hold as we consider options for funding to re sheet asphalt in the problem areas.
- Landfill operations routinely conducted weekly using the D6 Bull dozer.
- Hard rubbish removal ongoing.
- Cat IT28G loader has a blown engine, awaiting options from fleet manager as this is vital for the dry season.

4.2 Routine regional maintenance

- Grading has been conducted between township and landfill to account for high traffic and to reduce damage to garbage truck.
- Grading of main roads has started by an external contractor who will also assist the Tiwi workers to complete it much quicker.

4.3 Landfill

- Work conducted daily to consolidate waste.
- Fencing and building up of area for new container has started but requires more materials.
- D6 Dozer earthworks ongoing to reconfigure the landfill and consolidate dumping area.

4.4 Projects

- R2R funding – Currently completing work on Melville island.
- Wurrumiyanga pool. Obtaining quotes for resurfacing and filtration system.

5.1 Milikapiti Town Services and Civil Works

This report illustrates the business unit Infrastructure - Town Services/Civil Works including maintenance of public parks, gardens, and drainage, waste collection and management, funerals and servicing of public toilets in the community.

BACKGROUND

This report is for the Month of April 2022

WASTE COLLECTION AND MANAGEMENT:

- Waste collected twice a week Tuesday &Friday between the hours of 8am to 12pm
- General community litter hand picked up by Town Services in garbage bags twice a week.
- General household rubbish left outside of front of houses for pick ups with trailer.
- Drain ways cleaned and rubbish removed from inside.
- Tree removed from side of the road near the local Park ground and taken to the waste.

AIRPORT

Inspections – Field Checklist:
Inspections are carried out every morning by Romel Siplon Serviceability Inspection Field checklist sent to Project Manager and Finance at the end of Month.
Monthly Reporting Register:
Sent to Project Manager and Finance at the end of Month – Romel, Austin and Gladys.
Maintenance:
Airport aprons slashed, mowed and whipper snip around gables and lights.

TOWN/ROAD WORKS:

- Rubbish collection walk through main areas, with garbage bags twice a week. Garbage Bags and Ute Tiwi 15 taken to the Tip.
- Old items/rubbish outside people houses taken to the Tip. Done with Ute Tiwi 15 and trailer.
- Unable to fill up airport tank with water truck for public toilet use at the airport due to Water Truck not working. Done with water truck/workers both Civil and Town Services.
- Patch roads and gutters around community. Done with Backhoe, Bobcat and workers.
- Push Rubbish in Tip with Loader. Done with Loader.
- Clean Workshop take rubbish to Tip. Done with Bobcat and Tip Truck.
- Helped Mechanic whenever he needed help with anything within the workshop or outside the workplace. 2 Town Services workers.
- Remove trees on main roads from Community to the Tip. Workers and Bobcat.
- Empty fuel tanks taken to the Barge Landing with Mechanic if needed help. Tip truck and Loader.
- Barge pick-ups. Ute and trailer TIRC assets Tip Truck and Loader.
- Support to family funerals. Town Services and civil workers.
- Supported civil works on roads when they needed help and in around the community. Most of workers and help each other out.
- Clean Town Services Shed and remove old items to the tip. Tip Truck/Bobcat and Loader.
- Clean gutters and flattened rough surfaces. Done with Bobcat/Tip Truck and Town Services/Civil workers
- Back fill barge landing road end of bitumen with gravel/soil. Done with Bobcat/Grader 130
- Baulker bags filled with rubbish taken to tip and return empty. Done with Ute Tiwi 15.

- Mow and cut around community and public areas sections. 2 Ride on Mowers 2 Mini Slashers.
- Whipper snip main areas of the community. 3 whipper Snippers.
- Remove old tyres from workshop and metal scraps taken to Tip. Done with Tip Truck 2 workers.

CIVIL WORKS

- Help Town Services with rubbish collection. Done with garbage bags and vehicle Tiwi 15.
- Clean drain ways with Town Services crew in community. Done with Loader/Bobcat and Tip truck.
- Remove old stuff from houses and take to the Tip. Done with Ute and Tip Truck.
- Help with Town Services crew doing General Waste Disposals driving. Rubbish Truck.
- Grade and patch road Barge Landing. Grader 130.
- Grade farm road and dump road. Grader 130.

6.1 PIRLANGIMPI TOWN SERVICES AND CIVIL

6.2 WASTE COLLECTION AND MANAGEMENT:

- Waste collected twice a week Tuesday &Friday between the hours of 8am to 12pm
- General community litter hand picked up by Town Services in garbage bags twice a week.
- Drain ways cleaned and rubbish removed from inside.
- Fleet Manager looking at options for replacement body for garbage truck due to significant rust.

6.3 TOWN/ROAD WORKS

- Mowing of community areas
- Collection of freight from airport and barge
- Cleanup of rubbish from shop and high traffic areas

6.5 CIVIL WORKS

- There was some grading and road clearing on road to the dump.
- Grading of Paru road and 3 ways to Milikapiti road.

7.1 OUTSTATIONS

7.2 Ranku

- Currently one house occupied at Ranku.

Power

- No issues reported this month.

Slashing/Mowing

- Slashing and Mowing has been completed

Water

- No unplanned outages

HMS (Housing Maintenance Services)

- No report

7.2 Paru

Power

- No outages

Slashing/Mowing

- Mowing completed.

Water
- No water outages

HMS (Housing Maintenance Services)
- No report

7.3 4-Mile

Power
- No outages

Slashing/Mowing
- Slashing and mowing completed

Water
- Two water leaks have been repaired.

HMS (Housing Maintenance Services)
- No report

7.4 Pitjamirri

Power
- No outages

Slashing/Mowing
- Slashing and mowing completed

Water
- No outages

HMS (Housing Maintenance Services)
- Replacement of roofing 100 % complete

Future Projects
- Upgrade of solar power system – Funding application has been submitted.

7.5 Takapimiliyi

Power
- No outages

Slashing/Mowing
- Up to date

Water
- No outages

HMS (Housing Maintenance Services)
- Plumbing and electrical work to be conducted when on next visit

Future Projects
- Graded fire breaks (MES)
- Grade access roads (MES)

7.6 Condor Point

Power
- No outages

Slashing/Mowing
- Slashing to be scheduled. Weather and roads permitting

Water
- No outages to report

Future Projects
- Grade access track (MES)
- Graded Fire Break (MES)
- Rodent & Pest control (HMS)
- Solar inspection (MES)

- Repairs to Infrastructure (HEA)

ISSUES/OPTIONS/CONSEQUENCES

Ongoing inconsistent attendance at work causing extra workload for those who are always present.

CONSULTATION & TIMING
nil

RECOMMENDATION:

That Council notes this report for information

ATTACHMENTS:
There are no attachments for this report.

REPORTS FOR INFORMATION

ITEM NUMBER 6.5
TITLE Draft 2022/2023 Regional Plan and Budget
REFERENCE 243585
AUTHOR Valerie Rowland, Chief Executive Officer

This report includes the draft 2022/2023 TIRC Regional Plan and Budget which is being prepared for the financial year ahead.

TIRC is required to develop a Regional Plan under the Local Government Act Part 35 page 24.

BACKGROUND

The Regional Plan has been developed with consultation across Tiwi Islands Regional Council, operational and non-operational areas. The final version will be submitted to the Northern Territory Government by 30 June 2022.

ISSUES/OPTIONS/CONSEQUENCES

This is a legal requirement for all Councils to submit a plan for each financial year.

CONSULTATION & TIMING

Reports tabled at each Local Authority Committee Meetings address TIRC Service Deliveries and their priorities for each Directorate:-

Wurrumiyanga Local Authority	16 February 2022
Milikapiti Local Authority	30 March 2022
Pirlangimpi Local Authority	25 May 2022

Notification of timeframes	Due Dates
Draft Plan & Budget to Council for approval for 21 days consultation Councillors Allowance Report Local Authority Sitting Fees Report	26 May 2022
Publish on Council website and NT News once approval from Council the draft Plan and Budget	29 May
Submit to ARMC for comments	1 June
Public Consultation closed	
Finalise draft for print for OCM	
Finance Plan and Budget for review at June OCM A- For Adoption	
Submit to the Department Submit to the Minister Public on Website Advertised in NT News Print and Distribute to each offices	

RECOMMENDATION:

That Council

1. Approves the Draft TIRC Regional Plan and Budget 2022/2023; and
2. Approve CEO to publicly advertise the draft Plan and Budget for public comment twenty one (21 days) via the Council website and NT News

ATTACHMENTS:
There are no attachments for this report.

REPORTS FOR INFORMATION

ITEM NUMBER	6.6
TITLE	Local Decision Making Research Summary
REFERENCE	243599
AUTHOR	Valerie Rowland, Chief Executive Officer

NT Government has engaged Nous Consultancy to meet with key stakeholders across the Tiwi Islands in regards to the Local Decision Making model for the Tiwi Islands.

BACKGROUND
The purpose of the summary is to provide information to key stakeholders, ie TIRC and how we can collaborate together in relation to Local Decision Making. The collaboration forum would be the Tiwi Leaders Forum.

ISSUES/OPTIONS/CONSEQUENCES

Nil
CONSULTATION & TIMING

17/05/2022 met with CEO TIRC

RECOMMENDATION:

That Council endorse/not endorse the Local Decision Making Research Summary and invite to the next Ordinary Council Meeting or the Local Authority Committee Meeting.

ATTACHMENTS:
1 Updated Tiwi Islands Local Decision Making Research findings.pdf

Tiwi Islands Local Decision Making | Research Summary

13 December 2021

nous

PURPOSE OF THIS DOCUMENT

This research summary aims to provide information on the key stakeholders in the Tiwi Islands and how they collaborate with each other to make key decisions.

The document brings together information from:

- Government websites
- Literature
- Preliminary interviews

The emerging findings have gaps. These, in addition to the findings, will be filled and refined by key stakeholders in Tiwi.

PLEASE BE WARNED - There may be images of Aboriginal persons now resting in the Dreaming

Tiwi Islands Local Decision Making Project Context

Nous Group (Nous) was engaged by the Department of Chief Minister and Cabinet (the Department) to work with elders and key stakeholders to map current decision-making processes in the Tiwi Islands.

Local decision-making is a strategic priority for the NT Government. This is a 10-year plan that involves providing opportunities to transfer government service delivery to Aboriginal Territorians and organisations, as determined by individual communities. This also includes supporting self determination.

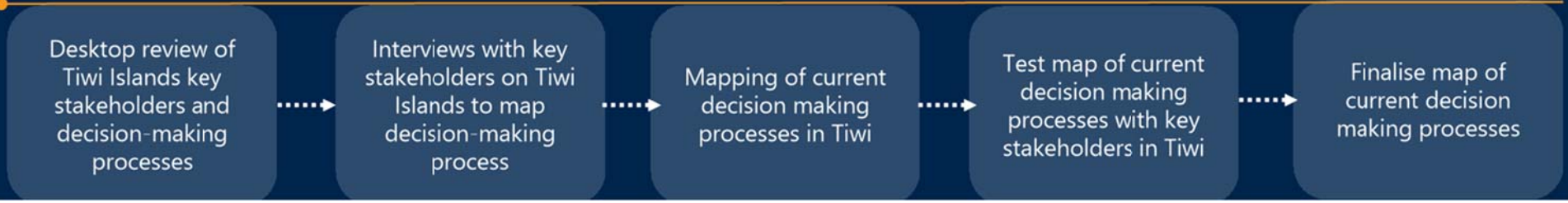
As a first step in this process and recognising that the Tiwi Islands has a sophisticated decision-making and governance structure, this project aims to answer the following questions:

- **What are the current decision-making approaches?**
- **How should government engage with current decision-making approaches?**
- **How should government work with Tiwi Islands in the future?**

The key stakeholders involved include the Skin Groups, Tiwi Land Council, Tiwi Regional Council, Office of Township Leasing and the Eight Land-Owning Family Groups.

PROJECT PROCESS

Nous, in collaboration with Maralampuwi Kurrupuwu, will map out the decision-making process with key stakeholders in Tiwi. The process involved is outlined below.



Overview of the Tiwi Islands

nous

The Tiwi Islands is unique

The Tiwi Islands, otherwise known as *Ratuati Irara* in Tiwi which means 'two islands', is made up of Bathurst and Melville islands and nine smaller and empty islands.

The Tiwi people have occupied Tiwi Islands for at least 40,000 years and do not consider themselves to be Aboriginal. Instead, they view themselves as 'Tiwi people' and different from Aboriginal people on mainland Australia.

The main clan groups are Mantiyupwi, Munupi, Yimpinari, Malawu, Wulirankuwu, Wurrankuwu, Mirrikawuyanga and Tikalaru.

Most residents on Tiwi (89%) are Tiwi people and the majority live in Wurrumiyanga on Bathurst Island. They speak the local language Tiwi, and the younger population also speak English.

KEY STAKEHOLDERS	
Clan Groups	Skin Groups
Tiwi Regional Council	Office of Township Leasing
Tiwi Land Council	Eight Land-Owning Family Groups

KEY INDUSTRIES	
Tourism	Forestry
Aquaculture	

Major Communities

Wurrumiyanga (Bathurst Island)

- 2016 Census population – 1,837
- Median age - 29
- Median household income - $759

Milikapiti (Melville Island)

- 2016 Census population - 471
- Median age - 28
- Median household income - $820

Pirlangimpi (Melville Island)

- 2016 Census population - 436
- Median age - 34
- Median household income - $630

Northern Territory

- Median age - 32
- Median household income - $1,983

Regional Council Wards and Map of Eight Land-Owning Family Groups

In addition to the three major communities, the Tiwi Islands is made up of three Regional Council Wards (Bathurst Island Ward, Pirlangimpi Ward and Milikapiti Ward) and eight land-owning family groups which are detailed on the map below.

Key stakeholders

Tiwi Skin Group System (Yiminga)

ROLE

On the Tiwi Islands, Tiwi people inherit their Skin Group from their mother. There are 4 Skin Groups and within each one, there are sub-Skin Groups.[1] These Skin Groups prove the 'line of life' through the marriage line and includes totem, songs, dance, dreaming place, ceremony and relationships.

This structured system has been in place for thousands of years and provides rules on where to live on land, how to behave with others, how to behave within families, how to behave within the community and the order in which to participate in collective decision-making practices.[2] It essentially creates culture.

Skin cultural elders are seen as key contact points and have a central role in mediating Skin Group related issues within the community.[1] Women also have a strong voice within the Skin Group system and are respected leaders.

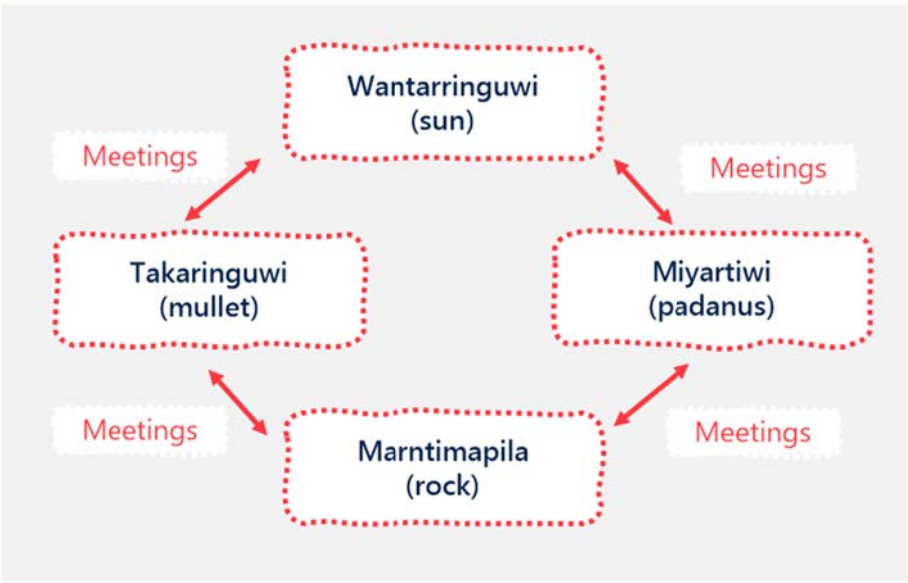
Elders within all Skin Groups are concerned about loss of culture among the younger generation.[3] Though western influence has played a major role in this, elders are attempting to converge the Tiwi Skin Group System with positive western processes to enhance and strengthen the community in the future.

Tiwi elders are working to build youth leadership to keep Skin Group culture strong, ensure knowledge transfer and minimise anti-social behaviours.

KEY STAKEHOLDERS

Clan Groups	Office of Township Leasing
Tiwi Regional Council	Tiwi Regional Council
Tiwi Land Council	

STRUCTURE



- The Skin Groups have specific relationships to each other, referred to as a circle, that establishes boundaries and responsibilities. This is a core part of the belief system and it creates a community of people.
- Relationships between groups moving clockwise or anticlockwise around the structure is allowed. However, relationships that cross the circle are not allowed.
- All Skin Groups have periodic meetings with other Skin Groups individually. The Skin Groups that meet together are detailed above. As an example, Wantarringuwi does not meet with Mantimapila and Miyartiwi does not meet with Takaringuwi.
- Concerns about the community and possible solutions are discussed within these meetings.

1. *Rossingh, B., 2014, Tiwi Islands Skin Group project, available from: https://tiwilandcouncil.com/documents/Uploads/Tiwi%20Skin%20Group%20Project_CDU_%202014lr.pdf*
2. *Northern Institute, Charles Darwin University and Australian Red Cross, 2016, Helping & caring, not only our family, available from: https://www.cdu.edu.au/sites/default/files/the-northern-institute/arc_ntvolservices_reportlr_dpg_final_4.pdf*
3. *Ford L., et al., 2021, Collaborative Research into Contemporary Indigenous Governance, available from: https://ris.cdu.edu.au/ws/portalfiles/portal/45847061/ch22.pdf*

Tiwi Land Council

ROLE

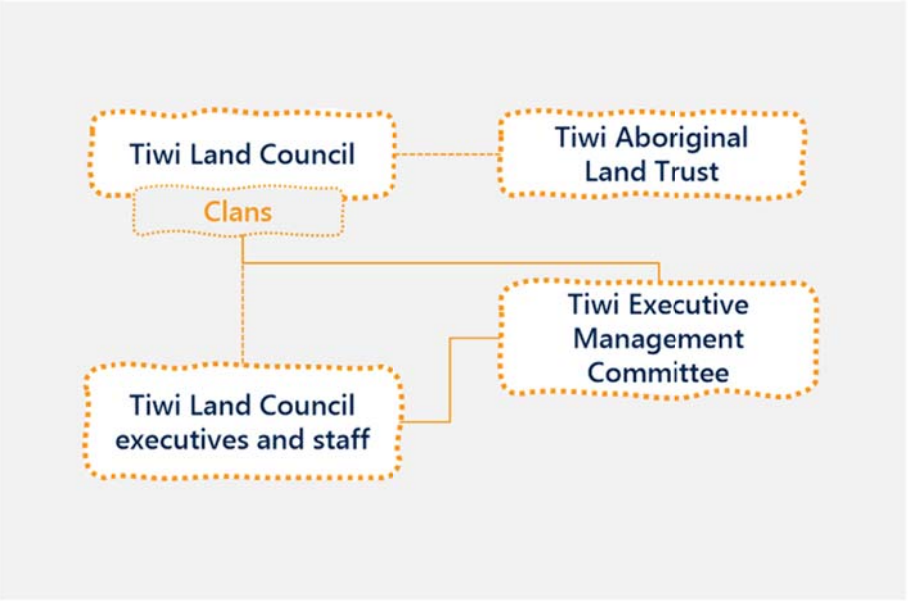
The Tiwi Land Council represents all Tiwi people in the protection of land, sea and the environment. It supports sustainable economic development to improve Tiwi people's lives through employment, income, education and health opportunities.[5]

The Tiwi Land Council is the only body with the authority to direct and administer the Tiwi Aboriginal Land Trust under the Aboriginal Land Rights (Northern Territory) Act 1976.[6]

The key responsibilities of the Tiwi Land Council is to:

- Consult Traditional Owners and other Tiwi people
- Protect the rights and interests of Traditional Owners and other Tiwi people in terms of how their land is managed and used
- Negotiate the use of Aboriginal freehold land
- Assist Tiwi people with commercial activity
- Resolve disputes regarding land
- Assist Tiwi people in protecting sacred sites

STRUCTURE



- The Tiwi Land Council consists of 32 members
- Each of the main eight clans have 4 members within Land Council. One member from each clan is also a Trustee member of the Tiwi Aboriginal Land Trust
- The Tiwi Executive Management Committee is responsible for operational matters and meets more than 20 times a year
- The Tiwi Land Council meets six times a year and is responsible for making strategic decisions

KEY STAKEHOLDERS

Skin Groups	Eight land-owning family groups
Clan Groups	NT Government
Tiwi Aboriginal Land Trust	Commonwealth Government
Tiwi Regional Council	Office of Township leasing

5. *Tiwi Land Council, 2021, TLC History, available from: https://tiwilandcouncil.com/index.cfm?fuseaction=page&p=177&l=2&id=57&smid=109*
6. *Northern Land Council, Land rights, available from: https://www.nlc.org.au/our-land-sea/land-and-sea-rights*

Eight Land-Owning Family Groups

ROLE

The Tiwi Islands consists of eight land-owning family groups where children inherit their land, dance and totem from their father.

The eight land-owning family groups are:[4]

- Jikilaruwu
- Wurankuwu
- Malawu
- Mantiyupwi
- Munupi
- Wulirankuwu
- Marrikawuyanga
- Yimpinari

The Tiwi Land Council encouraged all land-owning family groups to create companies to develop economic opportunities within their land. Most land-owning family groups have formed a proprietary company and/or trust. These companies have employed directors and employees who operate separate to the Tiwi Land Council. This aligns with the Tiwi Land Council's vision for landowners to take control of their future.

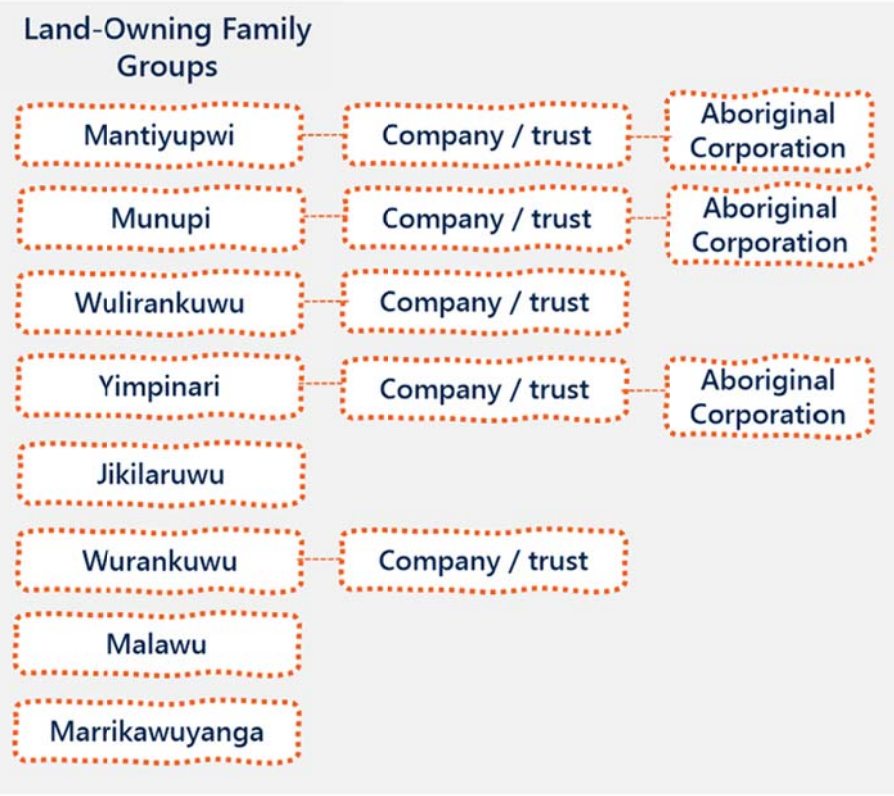
The land-owning family groups now operate many major enterprises and businesses within Tiwi, this includes:

- Tiwi Enterprises Ltd – owned by all eight land-owning family groups
- Tiwi Resources – owned by all eight land-owning family groups
- Tiwi Plantation Corporation – owned by al eight land-owning family groups

KEY STAKEHOLDERS

Skin Groups	Clan Groups
Tiwi Regional Council	Office of Township leasing
Tiwi Land Council	

STRUCTURE



- All land-owning family groups are part of the Tiwi Aboriginal Land Trust.
- Wulinrankuwu is in the process of developing an Aboriginal Corporation.
- All land-owning family groups, apart from Jikilaruwu, have the same name as a clan group and are linked.

4. Tiwi Land Council, 2021, Tiwi Landowning Group Organisations, available from: https://tiwilandcouncil.com/index.cfm?fuseaction=page&p=210&l=2&id=65&smid=146

Tiwi Regional Council

ROLE

The Tiwi Islands Regional Council is the local government representative body that covers Bathurst Island, Melville Island, the communities of Wurrumiyanga, Wurankuwu, Milikapiti (Snake Bay) and Pirlangimpi (Garden Point), as well as other small outstations.

The Regional Council is made up of three wards to ensure equal representation of key communities. Councilors are elected from each ward to form the Regional Council, in addition to the Mayor and Deputy Mayor. The three ward are:

- Bathurst Ward
- Pirlangimpi Ward
- Milikapiti Ward

The Regional Council's vision is 'service for a Tiwi future' and its mission is to represent the Tiwi community by:[7]

- Being an advocate to other levels of government
- Facilitating activity in partnership with others
- Delivering services that meet the Tiwi community's needs
- Providing leadership to the Tiwi community
- Complying with all obligations prescribed by legislation

KEY STAKEHOLDERS

Skin Groups	Eight land-owning family groups
Clan Groups	NT Government
Tiwi Aboriginal Land Trust	Commonwealth Government
Tiwi Land Council	Office of Township leasing

STRUCTURE

- Representatives on the Regional Council are elected by residents and tax payers within the three wards. There are currently 12 councillors and this includes the Mayor and Deputy Mayor.
- The current Mayor is from the Pirlangimpi Ward and the current Deputy Mayor is from the Bathurst ward.
- Local Authorities are a forum where community issues, concerns and ideas are raised with the Council. There is one within each main community (Wurrumiyanga, Pirlangimpi and Milikapiti).
- Members of the Local Authorities also include representatives from the Skin Groups who provide a cultural link to local decision making.
- The Skin Groups also feed into the Council through combining relevant notes from Skin Group meetings that detail key concerns and recommended solutions. These notes are then sent to the Council for consideration and action.

7. Tiwi Regional Council, 2021, Tiwi Islands Regional Council Regional Plan and Budget 2021/2022, available from:https://tiwiislands.org.au/uploads/pdfs/TIRC_Regional_Plan2021-2022.pdf

Office of Township Leasing

ROLE

The Executive Director of Township Leasing was established under the Aboriginal Land Rights (Northern Territory) Act 1976 and is responsible for managing township leases over Aboriginal communities.[8]

Traditional Owners lease land for up to 99 years to the Executive Director who then sub-leases to members of the community. Traditional owners negotiate the terms of the Township Lease with help from the Tiwi Land Council.

The Office of Township Leasing supports the Executive Director in managing the township leases and collects rents from sub-leases on behalf of the Traditional Owners. In addition, they actively promote opportunities for economic development and 'home ownership' in Tiwi Islands.[9]

The Executive Director currently holds four township leases in Tiwi:

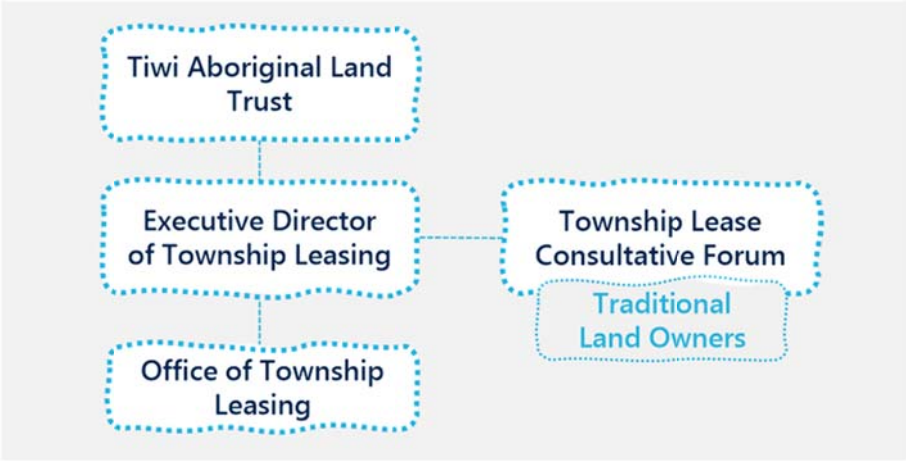
- Wurrumiyanga (Nguiu) on Bathurst Island
- Wurankuwu (Ranku) on Bathurst Island
- Milikapiti (Snake Bay) on Melville Island
- Pirlangimpi on Melville Island

The township lease over Pirlangimpi on Melville Island may overtime be transferred to a Community Entity which is where a local Aboriginal organisation (called a 'Community Entity') takes over the management of the lease.

KEY STAKEHOLDERS

Skin Groups	Eight land-owning family groups
Clan Groups	NT Government
Tiwi Aboriginal Land Trust	Commonwealth Government
Tiwi Land Council	Tiwi Regional Council

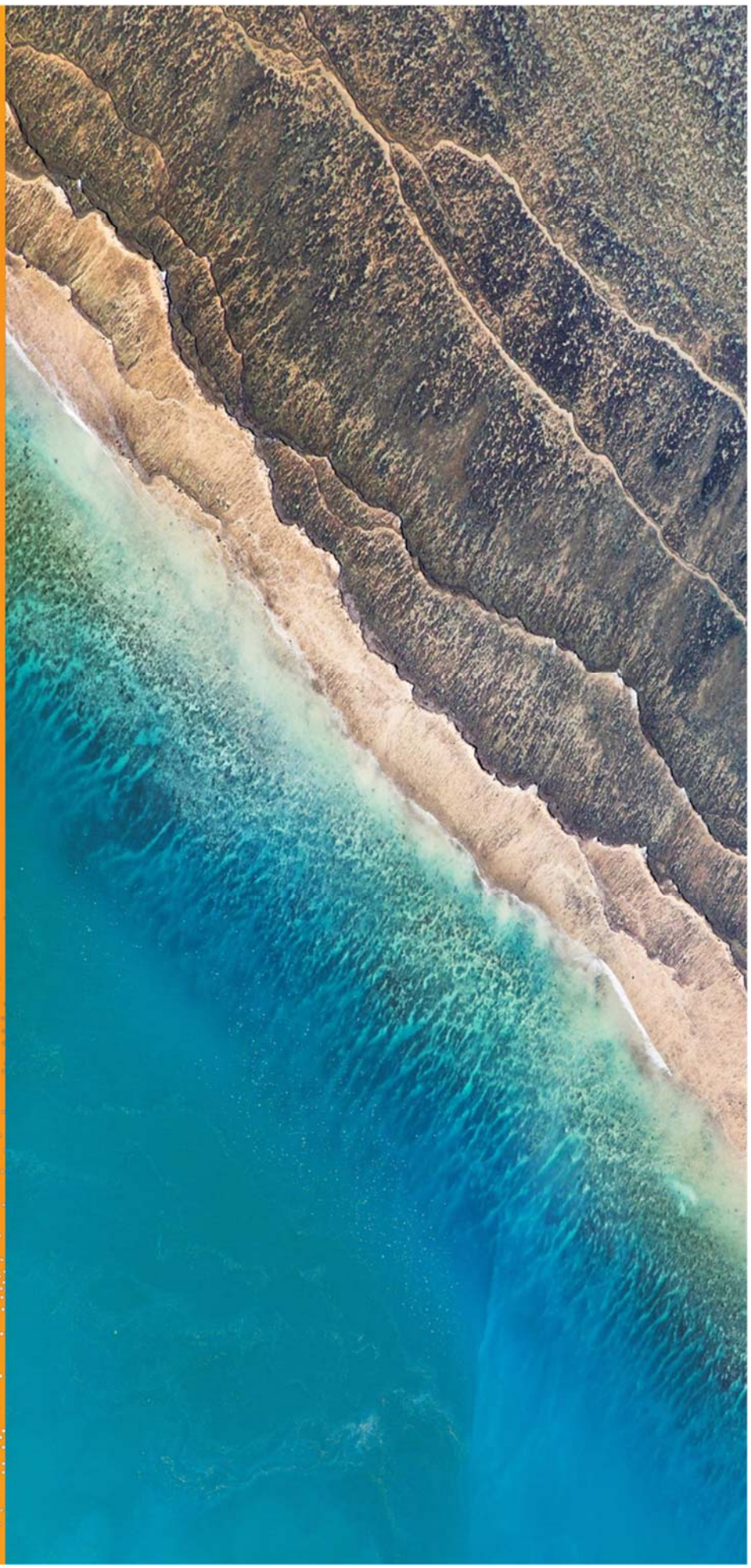
STRUCTURE



- The Executive Director seeks advice from the Township Lease Consultative Forum, especially in relation to important development and changes in land use. After consultation with the forum, the Executive Director makes the final decision.
- Members of the Consultative Forum are established at the commencement of the Township Lease and is made up of Traditional Owners within the Township.
- The Consultative Forum meets regularly with the Executive Director to talk about a range of issues, such as:
  - land management and planning in the township
  - applications for new developments
  - the terms and conditions of commercial sub-leases
  - how the Township Lease is working
  - local economic development opportunities

8. Australian Government, 2021, Office of Township Leasing, available from: https://www.otl.gov.au/
9. UNSW, 2014, What is Township Leasing?, available from: http://www.ilc.unsw.edu.au/sites/ilc.unsw.edu.au/files/articles/ILC%20TownshipLEASING%200714.pdf

Stakeholder Relationship Mapping



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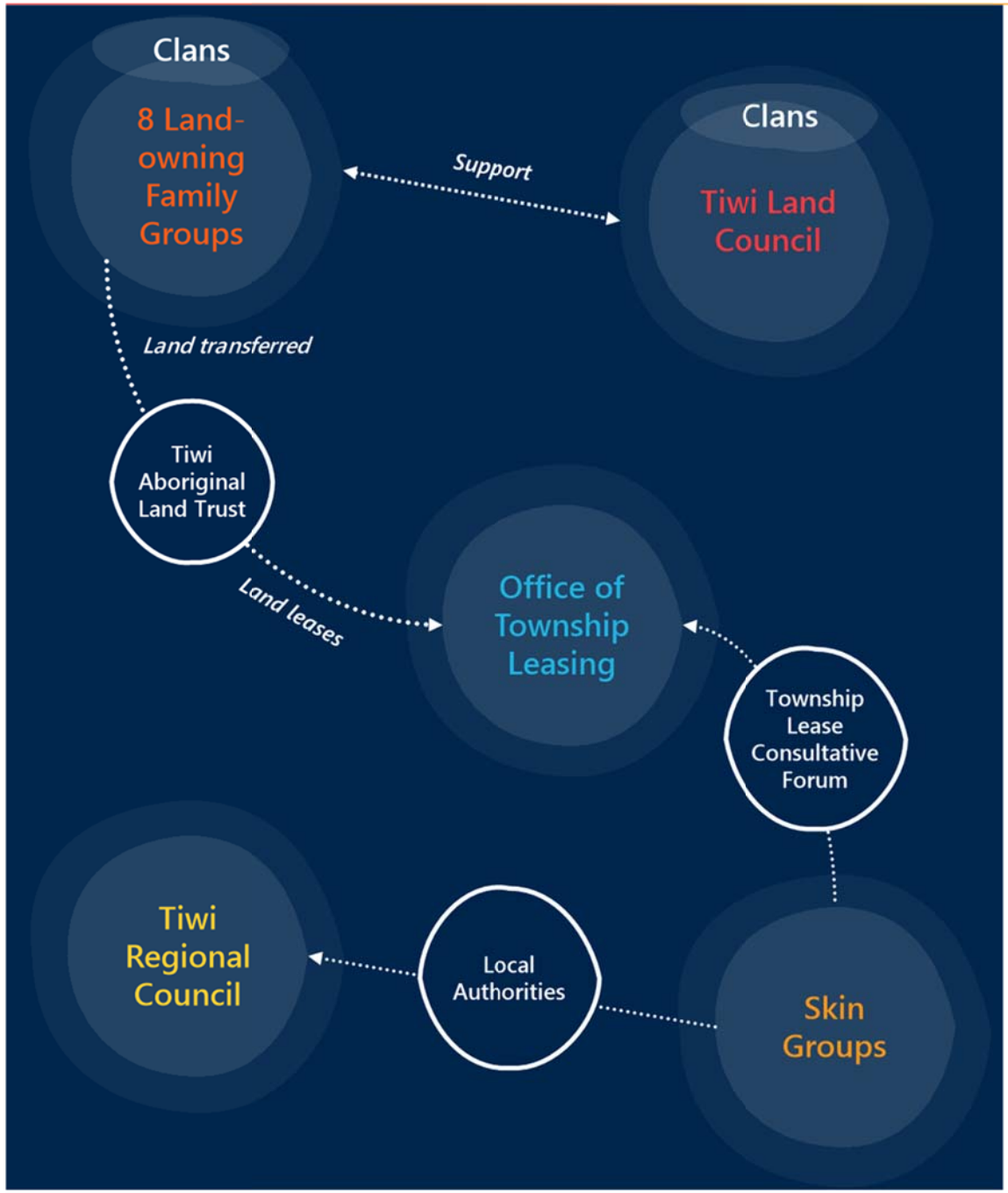

8 Land-owning Family Groups

- Tiwi Enterprises Ltd services:
  - Vehicle hire
  - Yard Maintenance Services
  - Milikapiti Workshop
  - Management of the Mantiyupwi Motel and Contractor Camps
  - Maintenance Services
  - Tiwi Civil (machinery services)
  - Tuparipiya Bus Service
  - Milikapiti Farm and Nursery
  - Freight Facility
  - Airport agency services
  - Sealink Passenger Ferry-agency services
- Tiwi Resources activities:
  - Mining, carbon and ranges
- Tiwi Plantation Corporation

Tiwi Land Council

Responsibilities:

- Consult Traditional Owners and other Tiwi people
- Protect the rights and interests of Traditional Owners and other Tiwi people in terms of how their land is managed and used
- Negotiate the use of Aboriginal freehold land through leasing and licensing arrangements
- Assist Tiwi people with commercial and economic development activity
- Resolve disputes regarding land
- Assist Tiwi people in protecting Sacred Sites

Tiwi Regional Council

Services:

- Sport & Recreation
- Cemetery maintenance
- Road maintenance
- Waste management
- Animal health
- Community events
- Outstation management
- Building management of government assets

Office of Township Leasing

The Executive Director of Township Leasing works in partnership over:

- Wurrumiyanga (Nguiu) on Bathurst Island
- Wurankuwu (Ranku) on Bathurst Island
- Milikapiti (Snake Bay) on Melville Island
- Pirlangimpi on Melville Island

This diagram will be updated and expanded on in collaboration with key stakeholders in Tiwi

Attachment 1

Example of community local decision making

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Tiwi College Local Decision Making

Tiwi Leaders were frustrated by the poor academic outcomes from schools in the early 2000's and wanted their children and grandchildren to receive a better education than they did. To address this, they decided to build their own secondary school.

The Tiwi Education Board (TEB) is the Tiwi Land-owners' policy making body for primary and secondary education. It is made up of ten senior Tiwi men and women who represent all skins groups and have a passion for children and education.

The TEB was established in February 2006, two years after a Committee of the Tiwi Land Council (TLC) was created to look into the feasibility of Tiwi people managing their own secondary school.

The feasibility study found that a Tiwi-owned secondary school would be practical, and initially recommended that the new school be built just outside of Wurrumiyanga on Bathurst Island. However, the Tiwi Leaders and the TLC chose to build the school on Melville Island, away from distractions found in the larger communities.

The TEB and TLC leaders successfully gained funding to build the Tiwi College from the Federal Government's Aboriginal Benefit Account and from Tiwi-owned businesses (operated by some of the eight land-owning groups). The Mantiyupwi land-owning group provided land for the Tiwi College.

The Tiwi College opened in 2008 and was operated by the Northern Territory Christian Schools Association until 2010 when the TEB took over full management and operations.

Outcomes

- Enrolment has steadily increased from 40 students in 2006 to 135 students in 2020.[10]
- Attendance rate is high at 80%, which greater than the 64% average of Aboriginal remote communities.[11]
- The introduction of the Tiwi Academy, which is a program that uses sport to engage kids at school, has led to increased leadership qualities, self discipline and improved emotional well-being in students.[1]

10. Tiwi Land Council, 2020, Annual Report 2019-2020, available from: https://www.tiwilandcouncil.com/documents/uploads/Annual%20Report%202019-2020.pdf
11. Department of Education, 2020, School Attendance Rates, available from: https://education.nt.gov.au/__data/assets/pdf_file/0006/1006719/enrolment-and-attendance-2020-table-3.pdf
12. Tiwi Academy, 2020, Tiwi Academy, available from: http://66.226.155.36/ta.php

nous

About Nous

Nous Group is an international management consultancy operating across Australia and New Zealand, the UK, Ireland and Canada.

For over 20 years we have been partnering with leaders to shape world-class businesses, effective governments and empowered communities.

450 PEOPLE

50 PRINCIPALS

5 COUNTRIES

REPORTS FOR INFORMATION

ITEM NUMBER 6.7
TITLE Finance End of Month Report – Apr 2022
REFERENCE 243628
AUTHOR Bala Donepudi, Chief Financial Officer

Statement of Financial Performance
for the period ended 30 April 2022

Income	Year to Date				Full Year
	Actual	Budget	Variance*	%	Budget
61 - Income Rates and Charges	2,952,553	2,460,385	492,168	20%	2,952,462
62 - Income Council Fees and Charges	1,167,331	1,259,679	(92,349)	-7%	1,511,615
63 - Income Operating Grants Subsidies	7,201,536	8,314,971	(1,113,435)	-13%	9,977,965
64 - Income Investments	4	0	4	0%	0
66 - Income Reimbursements and Others	35,251	25,696	9,555	37%	30,835
67 - Income Agency and Commercial Serv	611,733	784,542	(172,808)	-22%	941,450
69 - Income Sale of Assets	32,400	50,000	(17,600)	100%	60,000
Total Operating Revenue	**12,000,809**	**12,895,273**	**(894,464)**	**-7%**	**15,474,327**
Expenditure					
71 - Employee Expenses	4,989,615	5,565,022	575,406	10%	6,688,253
72 - Contract and Material Expenses	2,784,747	5,227,059	2,442,313	47%	6,272,471
73 - Finance Expenses	4,198	5,075	877	17%	6,090
74 - Communication Expenses	299,099	436,889	137,790	32%	524,266
75 - Asset Expense	1,679,409	1,701,521	22,112	1%	2,041,825
79 - Miscellaneous Expenses	1,024,700	1,281,297	256,597	20%	1,537,556
Total Operating Expenditure	**10,781,769**	**14,216,862**	**3,435,094**	**24%**	**17,070,461**
Allocations	**(0)**				
Net Surplus/(Deficit)	**1,219,040**	**(1,321,590)**	**2,540,630**	**192%**	**(1,596,134)**
Adjust for Capital and Depreciation					
Less: Capital Expense	244,039	840,696	596,656	71%	1,008,835
Add back: Depreciation expense	1,604,217	1,701,521	(97,304)	-6%	2,041,825
Net Cash Surplus/(Deficit)	**2,579,218**	**(460,765)**	**3,039,983**	**660%**	**(563,144)**
Restricted Cash Carried Forward	1,309,678	472,876	836,802	177%	567,451
Total Surplus/(Deficit)	**3,888,896**	**12,111**	**3,876,785**	**-32010%**	**4,307**
Represented by:					
Tied Funding Surplus/(Deficit)	2,779,475	4,499	2,774,976	61681%	(45,561)
Untied Funding Surplus/(Deficit)	1,109,417	7,612	1,101,805	14475%	48,165

Statement of Financial Position **as at 30th April 2022**	**Amount** **$**
Current Assets	
Current Operating accounts & Cash on Hand	5,467,093
Trade and Other Receivables	549,388
Debtors	163,917
Inventory	79,370
Prepayments	42,082
Total Current Assets	**6,301,849**
Current Liabilities	
Trade and Other Payables	327,405
Creditors	388,430
Current Provisions	864,357
Other Current Liabilities	89,069
Unexpended Grant Liability	525,162
Total Current Liabilities	**2,194,423**
Net Current Assets	**4,107,426**
Non Current Assets	
Buildings Prescribed	14,197,108
Infrastructure Prescribed	1,631,662
Plant	996,612
Furniture	0
Equipment	313,093
Motor Vehicles	521,725
Work in Progress	55,332
Other Non Current Assets	3,511,546
Total Non Current Assets	**21,227,078**
Non Current Liabilities	
Non Current Provisions	223,646
Non Current Borrowings	630,001
Non Current Lease Liabilities	2,952,896
Total Non Current Liabilities	**3,806,543**
Net Assets	**21,527,961**
Equity	
Accumulated Surplus/(Deficit)	6,910,274
Asset Revaluation Reserve	13,253,309
Election Reserve	2,479
Asset Replacement Reserve	142,863
Current Year Surplus/(Deficit)	1,219,036
Total Equity	**21,527,961**

Current Operating Accounts & Cash on Hand

Account Balances as at 30st April 2022:

	$
Operating Account	38,037
Trust Account	4,112,617
Christmas Saving Account	34,059
NIAA Bank Account	1,365,843
Cash Deposit Account (credit cards)	50,000
Cash on hand	700
	5,601,262

The actual money in the bank is more than Book balance due to receipts to be processed.

Cash Funding Type Split

	$
Tied Funding	2,662,865
Untied Funding	2,938,397
	5,601,262

Ageing Receivables

The outstanding Debtors owed to Council at the end of April 2022 total $ 104,699.69 .The ageing of the outstanding receivables balances is as follows:

Description	Outstanding	Current	>30days	>60days	>90days	Future
Debtors	104,699.69	26,422.77	11,618	500	66,159.04	0

The total Rates & Charges Outstanding at the end of April 2022 is $ 432,331.50 of this $240,339.54 relates to the 2021-22 financial year.

Description	Outstanding	2021-22	Previous Years
Rates & Charges	$ 432,331.50	$ 240,339.54	$ 191,991.96

Ageing Payables

The outstanding amounts owed by Council to Creditors at the end of April 2022 total $ 389,402.79 the aging of the outstanding balance is as follows:

Outstanding	Current	>30days	>60days	>90days	Future
389,402.79	113,129.32	177,070.62	40,403.70	58,799.15	0

Statement of Financial Performance
for the period ended 31 March 2022

Income	Year to Date				Full Year	
	Actual	Budget	Variance*	%	Budget	
61 - Income Rates and Charges	2,952,553	2,214,347	738,207	33%	2,952,462	2021/22 Rates Run Completed
62 - Income Council Fees and Charges	1,120,654	1,271,888	(151,234)	-12%	1,695,850	Unfavourable variance due to Lower Airport landing fees and Ferry Income
63 - Income Operating Grants Subsidies	5,789,797	6,113,969	(324,173)	-5%	8,151,959	Community safety Grant yet to be released
66 - Income Reimbursements and Others	34,557	7,489	27,068	361%	9,986	
67 - Income Agency and Commercial Serv	565,776	715,987	(150,211)	-21%	954,650	Under recipt of Income from workshop & Fuel sales
69 - Income Sale of Assets	32,400	3,750	28,650	100%	5,000	
Total Operating Revenue	**10,495,737**	**10,327,430**	**168,307**	**2%**	**13,769,907**	
Expenditure						
71 - Employee Expenses	4,538,001	5,037,966	499,965	10%	6,723,235	Underspend in wages community safety & Corporate services.
72 - Contract and Material Expenses	2,392,032	3,657,992	1,265,960	35%	4,877,323	Underspend in Material due to underspen in following projects R2R ,LAPF,ABA Homelands & Pirlangimpi Pool
73 - Finance Expenses	3,718	5,740	2,022	35%	7,654	
74 - Communication Expenses	231,731	277,027	45,296	16%	369,369	
75 - Asset Expense	1,433,946	1,531,369	97,423	6%	2,041,825	
79 - Miscellaneous Expenses	903,941	1,157,140	253,199	22%	1,542,853	Insurance Payament less the budget and Underspend on member costs.
Total Operating Expenditure	**9,503,370**	**11,667,235**	**2,163,865**	**19%**	**15,562,259**	
Allocations	**(0)**					
Net Surplus/(Deficit)	**992,368**	**(1,339,804)**	**2,332,172**	**174%**	**(1,792,352)**	
Adjust for Capital and Depreciation						
Less: Capital Expense	244,009	750,978	506,969	68%	1,001,304	
Add back: Depreciation expense	1,429,900	1,531,369	(101,469)	-7%	2,041,825	
Net Cash Surplus/(Deficit)	**2,178,259**	**(559,414)**	**2,737,673**	**489%**	**(751,831)**	
Restricted Cash Carried Forward	1,309,678	566,385	743,293	131%	755,180	
Total Surplus/(Deficit)	**3,487,937**	**6,971**	**3,480,966**	**-49933%**	**3,349**	
Represented by:						
Tied Funding Surplus/(Deficit)	2,824,038	(48,291)	2,872,328	-5948%	(66,334)	
Untied Funding Surplus/(Deficit)	663,900	55,261	608,638	1101%	69,683	

Council's Payment and Reporting Obligations:

Fringe benefits Tax: Council's 2022 Fringe benefits tax return is lodged before the Deadline of 21st May 2022.The Tax Return is under processing by the tax office.

Insurance: Council Insurance policy is procured the insurance broker JLT. The policy coverage starts from 1st July 2021 to 30th June 2022. JLT send the invoices on the periodic basis .Payments are made to JLT upon the receipt of the invoices. There are no outstanding invoices.

Superannuation: Council Superannuation is paid on a quarterly basis .Third Quarter superannuation Payment of 2021-22 financial year is being progressed

PAYG: The tax Withheld from the staff salaries is remitted to the tax office on a weekly basis .All the payments are up to date.

Business Activity Statements (BAS) : We are up to date will all the lodgement of the council business activity statements .The Mar -2022 BAS lodgement is complete and working on March-22 BAS

CONSULTATION AND TIMING

Section 8 of the Local Government Accounting Regulations 2014 outlines the requirements for financial reporting to Council. In particular it states that the actual income and expenditure for the commencement of the financial year to the end of the previous month should be reported plus a statement of the debts owed to the Council.

Part 8 Financial reports to council

18 Financial reports to council

(1) The CEO must, in each month, present before a meeting of the council a report, in a form approved by the council, setting out:

(a) The actual income and expenditure of the council for the period from the commencement of the financial year up to the end of the previous month; and

(b) The forecast income and expenditure for the whole of the financial year.

(2) The report must include:

(a) Details of all cash and investments held by the council (including money held in trust); and

(b) A statement on the debts owed to the council including the aggregate amount owed under each category with a general indication of the age of the debts; and

(c) Other information required by the council.

(3) If a council does not hold a meeting in a particular month, the report is to be laid before the council committee performing the council's financial functions for the particular month.

RECOMMENDATION:

That Council notes and accepts the Finance Report for the reporting period to 30 April 2022

ATTACHMENTS:

1 Cash Flow.pdf 1 Page

Cash Flow

as at 30 Apr 2022

Description	Opening	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Adj	Closing	YTD	%
Cash Accounts																	
Cash at Bank Operational General	42,498	173,887	(415,014)	251,760	38,728	(10,039)	(77,182)	(93,629)	(172,032)	343,972	(180,450)	-	-	-	(97,501)	(140,000)	(329%)
Cash at Bank Trust General	3,617,768	(343,432)	(324,720)	(499,851)	2,452,758	159,850	(821,432)	519,583	(480,375)	(773,527)	605,995	-	-	-	4,112,617	494,849	14%
PMC Bank ACCOUNT	1,438,733	(5)	(5)	(263,412)	97,381	(5)	(5)	(5)	(5)	(5)	93,179	-	-	-	1,365,843	(72,891)	(5%)
Staff Christmas Savings Account	100,320	(5)	38,405	(5)	41,655	(5)	(180,365)	7,980	(5)	26,090	(5)	-	-	-	34,059	(66,261)	(66%)
Cash on Hand Pirlangimpi	100	-	-	-	-	(100)	-	-	-	-	-	-	-	-	-	(100)	(100%)
Cash on hand Nguiu	974	-	-	-	-	204	-	-	-	-	-	-	-	-	1,178	204	21%
Cash Deposit account (Credit cards)	50,898	-	-	-	-	-	-	-	-	-	-	-	-	-	50,898	-	0%
Total Cash Accounts	5,251,291	(169,555)	(701,334)	(511,509)	2,630,522	149,905	(1,078,983)	433,928	(652,418)	(403,471)	518,718	-	-	-	5,467,093	215,802	4%
Operating Activities																	
Receipts	-	2,483,053	304,637	666,376	3,611,943	915,847	183,808	1,071,834	511,186	454,582	1,663,329	-	-	-	11,866,595	11,866,595	
Income Rates and Charges	-	780	17,073	260,175	2,318,088	82,376	2,767	780	780	20,609	111,385	-	-	-	2,814,814	2,814,814	
Income Council Fees and Charges	-	156,450	177,286	63,888	193,413	125,252	98,182	90,262	52,195	164,598	45,804	-	-	-	1,167,331	1,167,331	
Income Operating Grants Subsidie	-	2,325,045	469,717	139,249	927,411	594,942	4,727	976,522	203,184	149,000	1,411,740	-	-	-	7,201,536	7,201,536	
Income Investments	-	-	-	-	1	-	-	1	-	-	1	-	-	-	4	4	
Other Operating Receipts	-	778	(363,769)	203,064	173,029	113,277	82,462	4,269	255,027	120,375	94,399	-	-	-	682,911	682,911	
Other Operating Receipts	-	-	4,330	-	-	-	(4,330)	-	-	-	-	-	-	-	-	-	
Payments	-	2,531,427	1,051,446	1,316,297	945,058	734,646	1,251,081	672,724	1,261,782	817,495	1,144,611	-	-	-	11,726,567	11,726,567	
Employee Expenses	-	506,659	504,677	457,389	574,656	480,644	399,070	656,160	465,812	492,323	452,227	-	-	-	4,989,615	4,989,615	
Contract and Material Expenses	-	462,100	175,448	583,828	307,204	83,638	372,543	(158,950)	476,089	130,237	644,034	-	-	-	3,076,171	3,076,171	
Finance Expenses	-	733	181	473	441	433	390	392	329	346	480	-	-	-	4,198	4,198	
Other Operating Payments	-	1,534,571	341,759	253,842	47,467	167,407	389,203	172,755	312,464	190,526	47,670	-	-	-	3,457,664	3,457,664	
Other Operating Payments	-	6,891	13,116	6,248	5,258	(36)	10,717	-	-	-	-	-	-	-	42,195	42,195	
Other Operating Payments	-	20,472	16,265	14,517	10,032	2,560	79,158	2,367	7,089	4,064	200	-	-	-	156,724	156,724	
Total Operating Activities	-	(48,374)	(746,809)	(649,921)	2,666,885	181,200	(1,067,273)	399,110	(750,596)	(362,913)	518,718	-	-	-	140,027	140,027	
Investing Activities																	
Receipts	-	-	32,034	364	-	3	-	-	-	-	-	-	-	-	32,400	32,400	
Proceeds from Sale of Assets	-	-	32,034	364	-	3	-	-	-	-	-	-	-	-	32,400	32,400	
Payments	-	30,103	2,068	(62,479)	36,363	31,298	11,710	(34,818)	(98,178)	30,558	-	-	-	-	(53,375)	(53,375)	
Purchase of Assets	-	30,103	2,068	(62,479)	36,363	31,298	11,710	(34,818)	(98,178)	30,558	-	-	-	-	(53,375)	(53,375)	
Total Investing Activities	-	(30,103)	29,966	62,843	(36,363)	(31,296)	(11,710)	34,818	98,178	(30,558)	-	-	-	-	85,775	85,775	
Financing Activities																	
Receipts	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Borrowings	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Payments	-	-	-	-	-	-	-	-	-	10,000	-	-	-	-	10,000	10,000	
Repayment of Borrowings	-	-	-	-	-	-	-	-	-	10,000	-	-	-	-	10,000	10,000	
Total Financing Activities	-	-	-	-	-	-	-	-	-	(10,000)	-	-	-	-	(10,000)	(10,000)	
Net Increase or (Decrease) in Cash Held	-	(78,477)	(716,843)	(587,078)	2,630,522	149,905	(1,078,983)	433,928	(652,418)	(403,471)	518,718	-	-	-	215,802	215,802	
Accumulated Cash Balance	5,251,291	5,081,736	4,380,401	3,868,892	6,499,414	6,649,319	5,570,335	6,004,263	5,351,846	4,948,375	5,467,093	-	-	-	5,467,093	215,802	

Printed by DONEPUDIBA, 22-May-2022, 16:32:23h

Attachment 1

REPORTS FOR INFORMATION

ITEM NUMBER	6.8
TITLE	Rates Certificate in Terms of Regulation 24(1) of the Local Government Accounting Regulations.
REFERENCE	243629
AUTHOR	Valerie Rowland, Chief Executive Officer

SUMMARY

This report is for Council to receive and note the Certificate in Terms of Regulation 24(1) of the Local Government (Accounting) Regulations.

BACKGROUND

It is a requirement of the Local Government (Accounting) Regulations for the Chief Executive Officer to certify that the assessment record is a comprehensive record of all rateable land within the Council area. This certificate must be undertaken before Council approves the budget.

GENERAL

It should be noted that the Chief Executive Officer has signed this certificate before this Meeting and evidence of this will be tabled with Council on the day of the meeting.

CONSULTATION & TIMING

Nil

RECOMMENDATION:

1. **That Council notes report number entitled Rates Certificate in Terms of Regulation 24 (1) of the Local Government (Accounting) Regulations as signed by the Chief Executive Officer be received and noted.**

2. **That Council endorse Attachment A Rates Certificate signed by the Chief Executive Officer.**

ATTACHMENTS:

There are no attachments for this report.

REPORTS FOR INFORMATION

ITEM NUMBER	6.9
TITLE	EoM report Community Engagement April 2022
REFERENCE	243634
AUTHOR	Bill Toy, GM Community Engagement

SUMMARY

This report illustrates the business within units including; Youth Diversion, Sports and Recreation, Libraries, Community Safety, Centrelink, Broadcasting, Animal Management, By laws and Administration

BACKGROUND

This report is for the month of April 2022

Manager Community Engagement

General Business for the month

- LGANT, Connectivity in Communities Upgrades planned for May 2022
- Induction for Youth Diversion Coordinator
- Territory Families Youth Diversion Monthly Data and Client Updates
- NT Police YDU, Case Management, Conferences and Assessments
- Remote Sports Statistical reports submitted
- Services Australia Monthly Statistical report
- Wurrumiyanga Police, Youth Diversion Conferences
- Milikapiti Police Youth concerns at Milikapiti
- Services Australia Cashless Debit Cards
- NTG Remote Sports Monthly Service Delivery Review
- Attended Wurrumiyanga Local Authority meeting
- Attended April Ordinary Council Meeting
- TELSTRA, 4G connectivity at Centrelink offices, completed late April.
- Manager Organisational development, Recruitment and Variations to Employment, Community Safety, Wurrumiyanga and Milikapiti and Youth Diversion
- NT Police Milikapiti Police houses carports and sheds, OTL, AAPA and PAWA.
- NIAA, Business plans for 2020/2021 underspends, Approvals received
- TFHC, Youth Diversion Quarterly review,
- Services Australia Connectivity issues Upgraded during April
- ARK Animal Hospital Vet Visit, May 2022
- AMRRIC and Steven Cutter, Emergency Big Bash Vet visit at Wurrumiyanga.
- Aboriginal Areas Protection Authority, Milikapiti Water Park
- Power and Water Milikapiti Water Park
- Unique Concrete Constructions Milikapiti Water Park
- Office of Township Leasing, TIRC projects, Milikapiti Water Park, Pirlangimpi Basketball Court and Community Safety Lockable Garage at Wurrumiyanga
- Catholic Care, AOD and Anger Management workshops

Administration

MILIKAPITI

Milikapiti Administration service provide office and customer services to external clients in Darwin and support to Tiwi Islands Regional Council Internal Business Units and Elected Members.

General Business for the month

- **Hours of Operation:** 8:00am – 4:36pm.
  Australia Post mail collected daily

- **Meeting Room Hire:** None for this reporting period
- **Facility Hire:** None for this reporting period
- **Finance**
  Sales Transactions entered in Corporate Services Tiwi Accounts spreadsheet.
  Eftpos receipts and Cumulative Totals emailed to Accounts Receivable at end of day.
  Request to Invoice Customer, Quotes and Purchase Orders sent to Finance within a 24 hour turnaround or better.
  Cash Reconciliation form completed at end of every month.

  IWO: All Internal work orders for the month sent to Senior Finance Officer.

- **Human Resources**
  All matters including:
- **Attendance**: Good
- **Incidents:** Incident Report Form HR034 – 01/4/2022. Emailed to HR 06/4/2022
- **Recruitment:** None for this reporting period
- **Training:** None for this reporting period
- **Other:**
  7/4/2022 National Public Map –Completed
  The National Public Toilet Map - https://toiletmap.gov.au - a project of the National Continence Management Strategy,.
  21/4 - HR re: Declaration of Interest Form – Councillor. Completed and emailed.
  21/4 – Governance re: Councillor Phone Policy. Completed and emailed.
  26/4 – HR re: Covid 19 – TIRC staff 5 positive cases.

- **Stakeholder Engagement/Meeting**
  11/4 - Management Meeting
  21/4 - Governance - Ordinary Council Meeting

ISSUES/OPTIONS/CONSEQUENCES

COVID-19 Hygiene Plans continue to be applied, hand sanitisers and wipes available for customers, and facilities cleaned before and after use

PIRLANGIMPI

Pirlangimpi Administration provides services to external clients as well as support to Internal Business Units, Elected Members and the Local Authority

General Business for the month

- **Hours of Operation:**

  Nil hours closed
- **Meeting Room Hire:**
  - Territory Housing for HRG Meeting on 13th April
  - TITEB for White Card Training on 26th to 29th April
- **Finance:** Nil
- **Australia Post**: Nil

Human Resources
All matters including:

- **Incidents:** Nil
- **Recruitment**: Still in Process
- **Training:** Nil

Events

-

Stakeholder Engagement/Meetings:

- Managers and Coordinators Meeting on the 11th April

ISSUES/OPTIONS/CONSEQUENCES
COVID-19 Hygiene Plans continue to be applied, hand sanitisers and wipes available for customers, and facilities cleaned before and after use

Centrelink

BACKGROUND
Centrelink Agent Offices at Pirlangimpi and Milikapiti opened for assistance and support to all community members with Centrelink issues including Family payments, Age pensions, Disability support payments, Job search allowances and Study payments for youth. Offices in both communities are open to the public from 8:00am to 4:00pm Monday to Friday.

General Business for the month
Centrelink offices in Milikapiti and Pirlangimpi remained open throughout April apart from two days due to Sorry Business. Clients continue to make use of the Self Help Computers, phones or assistance provided by the Specified Personnel. .Computer and Accessibility Upgrades have been completed.

Stakeholder Engagement/Meetings
Daily phone calls between Specified Personnel and Services Australia

ISSUES/OPTIONS/CONSEQUENCES
COVID-19 Hygiene Plans continue to be applied, hand sanitisers and wipes available for customers, and facilities cleaned before and after use

Broadcasting

BACKGROUND
The Indigenous Broadcasting National Jobs program provide local broadcasting in local languages, communicating locally based service messages in regard to Health, Education, Local government and Cultural information.

General Business for the month
Community Safety and Covid related messages including reminders of day to day, current restrictions or Emergency Response Directions have been broadcasted over the Radio to keep everyone informed. Radio room to be relocated to the Recreation Hall during June 2022

Human Resources
All matters including:
Incidents: Nil
Recruitment: Wurrumiyanga broadcaster position currently vacant.
Leave: Nil
Training: Nil this month

Stakeholder Engagement:
TEABBA Financial Expenditure reports
Radio Re – Location

Youth Diversion

General Business for the month
Youth Diversion Coordinator commenced working on April 4th and is based at Wurrumiyanga. TIRC youth diversion are currently case managing 9 clients across both islands. Client updates and Monthly Data Reports updated and submitted to TFHC. Client updates provided to NT Police Youth Diversion Unit. Manager participated in Quarterly review meeting. Two Assessments and eight Family Conferences completed with NT Police YDU and clients families. Clients are fulfilling their obligations to the program with the assistance of the Youth Diversion Coordinator.

Human Resources
All matters including:

- Incidents: Nil reported for the month
- Recruitment: Nil
- Training: - Nil this month

Stakeholder Engagement/Meetings
Ben Higgins NT Police
Jo Huyben, Bonita Boucicault Territory Families
NT Police Youth Diversion Unit
Natalie Watts NT Police
Wayne Bayliss

Remote Sports

BACKGROUND
To provide opportunities for all men, women and children, to participate and achieve within their chosen Sport or Recreational activity.

General Business for the month
TIRC Sport and Recreation continue to deliver the NTG Funded Remote Sports program by providing structured activities for people wishing to participate in Team Sports Remote Sports officers have been opening the recreation halls in Milikapiti and Pirlangimpi communities, Wurrumiyanga sports are currently being conducted in open areas around the community. Youth Diversion clients continue to assist with delivery.

Human Resources
All matters including:
Incidents: Nil this month
Recruitment: Nil this month
Training: Nil this month

Stakeholder Engagement / Meetings:
Nil this month

ISSUES/OPTIONS/CONSEQUENCES
COVID-19 Hygiene Plans continue to be applied, hand sanitisers and wipes available for customers, and facilities cleaned before and after use

Community Safety

Background

The Tiwi Islands Community Safety Service assists communities in taking responsibility. For the prevention of anti – social, harmful, destructive and illegal behaviours by offering Community patrolling and safe transport to protect vulnerable people. The number one Priority for Community Safety teams is to ensure children out at night (after 9.00pm) can Get a ride home or to a safe place which hopefully helps with school attendance. Community Safety also assists with mediations, follow up on incidents reported and work with other agencies, providers and Stakeholders.

General Business for the month

Unfortunately break and enter incidents in all three communities is continuing, Milikapiti community taking affirmative action to put an end to those issues. Unfortunately the number of children out at night continues to be a problem, many children are refusing a lift home. Wurrumiyanga team has been working through to sometimes four in the morning. Vehicle replacement commenced for damaged vehicle written off. Coordinator and Patroller positions to be re-advertised, successful applicants to start late May

Human Resources

All matters including:

- Incidents: Nil
- Recruitment: Coordinator (Wurrumiyanga) Patrollers Wurrumiyanga and Milikapiti
- Training: - Nil this month

Events:

Nil for this month

Stakeholder Engagement/Meetings:

Manager / Coordinator and Staff Meetings
Milikapiti NT Police
Lynette DeSantis TIRC
MACCST Meeting

ISSUES/OPTIONS/CONSEQUENCES

COVID-19 Hygiene Plans continue to be applied, hand sanitisers and wipes available for customers, and facilities cleaned before and after use

RECOMMENDATION:

That Council receive and note this report as information.

ATTACHMENTS:

There are no attachments for this report.