



**Victoria Daly**  
REGIONAL COUNCIL

# **AGENDA**

**BULLA LOCAL AUTHORITY MEETING  
TO BE HELD ON TUESDAY 16 MAY 2023  
AT 10:30 AM  
AT THE BULLA COUNCIL OFFICE  
VDRC OFFICE**



## VICTORIA DALY REGIONAL COUNCIL DISCLAIMER

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

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Brian Hylands  
**Chief Executive Officer**



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## **1. Meeting Opening**

## **2. Welcome**

## **3. Attendance and Apologies**

### **3.1. Attendees**

### **3.2. Apologies and Absentees**

Nil

## **4. Disclosure of Interest**

## **5. Resignations, Terminations and Nominations**

### **5.1. Resignations**

Nil

### **5.2. Terminations**

Nil

### **5.3. Nominations**

Nil

## **6. Presentations and Training**

### **6.1. Local Authority Training - Understanding Conflicts of Interest**

**Report Type** Local Authority Reports

#### **Attachments**

1. Understanding Conflicts of Interest for Local Authorities [**6.1.1** - 17 pages]

Department of THE CHIEF MINISTER & CABINET

# Understanding conflicts of interest

Local Authority Member course 2022/23



# Course overview



1. What is a conflict of interest?
2. Understand when conflicts of interest happen.
3. How and when to disclose a conflict of interest
4. How to manage a conflict of interest and where to find support

# What is a conflict of interest?

A conflict of interest is when you or someone close to you, or an organisation that you are involved in, might benefit from a decision due to your role as a local authority member.

The benefit could be money, work or other things.



# 1. What is a conflict of interest?

Someone close to you might include a family member or relative, roommate, friend, business partner or business relationship (like a company you regularly do business with).

If you have a conflict of interest it may effect your decision and others may think that the decision is biased.

**Always ask if you're unsure.**





# 1. What is a conflict of interest?

## This can include:

- involvement in an organisation that deals with the council or does work for the council
- any benefits, concessions or discounts that you receive that may effect your work on the Local Authority
- gifts received that may influence your decision making
- interests in land,, housing, services or infrastructure that may be subject to council decisions



## 2. How do I identify a conflict of interest?

It is your responsibility to check through all of the agenda items before the meeting, and ask yourself if you have a conflict of interest.

**It is important to speak up if you think you might have a conflict of interest.**



## 2.1. Example of a conflict of interest

Bernie is an LA member. He also runs a gardening business. The council wants to employ someone to do mowing and maintenance of the oval and park in your community and asks for quotes for the work. Bernie submits a quote to do the job.

The LA is going to recommend to the council that work in the community should be conducted by local people if possible.

Bernie has a conflict of interest because his business might benefit from the recommendation to employ local people.

Bernie should leave the meeting when the LA is discussing the recommendation.

After the LA have made a decision, Bernie can return to the meeting. He must not make comments or ask questions about their decision, as the LA may not have agreed on the recommendation yet and have moved to the next agenda item. Bernie see what happened from the meeting minutes.



## 2.2. Example of Conflict of interest

Mary is an LA member. The council needs to decide which roads to improve this year and have asked the LA for their priorities. One of the roads to be considered is the road to Mary's family's outstation. Mary has a **conflict of interest** because the road would provide a benefit to her family.

However, if the road also serviced *other* outstations or other parts of the community then Mary **does not** have a conflict of interest because the road will also benefit the wider community and not just Mary's family.



## 2.3. Example of conflict of interest

Angela is a member of the land council and the LA. The council are considering negotiating an agreement with the land council so that empty land in the LA area can be used for a park. The council has asked the LA for their recommendation.

Although everyone might think this is a good idea and would benefit the community, Angela has a conflict of interest and has to leave the room when the matter is being discussed at the LA because she might be seen as representing the land council in discussions.



### 3. Will others think it is a conflict of interest?



**Sometimes, you might not have an actual conflict of interest, but other people may think it is (reasonably, of course).**

This is called a ‘perceived conflict of interest’ and is just as significant as having an actual conflict of interest.

### 3. Perceived conflict of interest



For example, your cousin might be seeking a contract with council to provide skip bins and remove waste in your community.

You might not get any benefit, but people in the community might think that you potentially influenced the decision.

In this situation, it is always safest to declare a conflict of interest and leave the room when the Local Authority meeting is considering this item.

## 4. What should I do if I have a conflict of interest?

**Don't be embarrassed if you have a conflict of interest.**

Local Authority members have good connections with the community, families who live in the area, and in surrounding communities, and are involved in sports clubs and other organisations, so conflicts of interest often arise.





## 4. What should I do if I have a conflict of interest?

**As soon as you become aware of a conflict you should declare it.**

You can declare it before the meeting or at the start of a meeting.

If you don't realise you have a conflict until later in the meeting, you need to declare as soon as you realise.

When the item comes up for discussion you must leave the room. When the discussion has finished, you may re-enter the room.

Remember - you cannot take part in any decision making about that item.



## 5. What happens if I don't disclose the conflict of interest?



**Local Authority members have a duty to declare a conflict of interest.**

**Not disclosing a conflict of interest is an offence under the *Local Government Act 2019*.**

It may also be improper conduct under the *Independent Commissioner Against Corruption Act*.

If you do not disclose a conflict of interest or do not leave the meeting room, any decisions made by council on the LA recommendation can be questioned by a court and overturned or cancelled.

## 5. What happens if I don't disclose the conflict of interest?

**Your reputation in the community may be damaged if you are seen to be getting benefits for yourself, your family, friends or business partners because of your role as a LA member.**

It is always safest to declare a conflict of interest and to not participate in the LA's discussion or decision.

This will help to ensure that LA recommendations are made in the best interests of the whole community.



## 6. When it's not a conflict of interest

**In some circumstances you do not have a conflict of interest if the interest is shared with other people in the community.**

For example, the LA might recommend to council that the community footy oval is upgraded, or to put in new street lighting.

While you might get a benefit, these situations are not conflicts of interest, as the interest is shared with others in the community.



## 7. Who can I talk to?

If you are unsure about whether you have a conflict of interest, you can talk with your Chair or the CEO.

If you think another member has a conflict of interest you should talk to the Chair.

It's important to ask questions and speak up so you know your responsibilities as a LA member.





## **7. Confirmation of Minutes**

### **7.1. Bulla Local Authority held on 21 February 2023**

#### **Recommendation**

That the minutes of the Bulla Local Authority held on 21 February 2023 be taken as read and be accepted as a true record of the meeting.

#### **Attachments**

1. 20230221 BLA MIN unconfirmed [7.1.1 - 6 pages]



**Victoria Daly**  
REGIONAL COUNCIL

# MINUTES

**BULLA LOCAL AUTHORITY MEETING  
HELD ON TUESDAY 21 FEBRUARY 2023  
AT 10:30 AM  
AT THE BULLA COUNCIL OFFICE  
VDRC Office**



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Brian Hylands  
Chief Executive Officer





## 1. MEETING OPENING

*The meeting commenced at 10:50am*

## 2. WELCOME

Chairperson welcomed members and visitors to the meeting.

## 3. ATTENDANCE AND APOLOGIES

### 3.1. Attendees

#### MEMBERS

Chairperson	Shadrack Retchford
Member	Penny Archie
Member	Stan Retchford
Member	Duncan Bero
Member	Joseph Archie
Member	Nicholas Laurie

#### STAFF

Chief Executive Officer	Brian Hylands
Council Operations Manager	Paul Buckley
Council Operations Assistant Manager	Renee Croton
Director of Council Operations	Matthew Cheminant
Manager of Executive Services	Michelle Griffin
PR and Communications Officer	Maggie Coggan
Team Leader Aged Care Timber Creek	Erica Lee Chew

#### GUESTS

Australian Electoral Commission	Maryanne Valley
Health Care Coordinator, Katherine West Health	Katherine Drummond

### 3.2. Apologies and Absentees

Apologies: Cr Shirley Garlett

Leave of Absence: Nil

## 4. DISCLOSURE OF INTEREST

There were no declarations of interest at this meeting.



**Victoria Daly**  
REGIONAL COUNCIL

MINUTES  
Bulla Local Authority Meeting Tuesday 21 February 2023

## 5. RESIGNATIONS, TERMINATIONS AND NOMINATIONS

### 5.1. Resignations

Nil

### 5.2. Terminations

Nil

### 5.3. Nominations

Nil

## 6. PRESENTATIONS AND TRAINING

### 6.1. Australian Electoral Commission - Indigenous Electoral Participation Program

The Chairperson thanked Maryanne Valley for speaking to the local authority.

***Stan Retchford and Nicholas Laurie joined the meeting at 11:08am.***

### 6.2. Local Authority Training - Roles and Responsibilities

The Chairperson thanked Michelle Griffin for the presentation on local authority roles and responsibilities.

### 6.3. Aged Care Verbal Update

The Chairperson thanked Erica Lee Chew for speaking with the local authority about aged care service delivery.

## 7. CONFIRMATION OF MINUTES

### 7.1. Bulla Local Authority meeting held on 15 November 2022

**BLA-2023/1 Resolution: Carried (Joseph Archie/Nicholas Laurie)**

That the minutes of the Bulla Local Authority meeting held on 15 November 2022 be taken as read and be accepted as a true record of the meeting.

## 8. COUNCIL RESPONSE TO PREVIOUS MINUTES

### 8.1. Council Response to Previous Minutes

The Bulla Local Authority received and noted the feedback from Council.



## 9. REPORTS

### 9.1 Council Operations Manager Report

The Bulla Local Authority received and noted the Council Operations Manager report.

### 9.2. Finance Report for six months period ending 31st December 2022

The Bulla Local Authority received and noted the finance report.

### 9.3. Local Authority Project Funding Update

#### **BLA-2023/2 Resolution: Carried (Nicholas Laurie/Stan Retchford)**

- A. That the Local Authority Project Funding Update is received and noted; and
- B. That the Bulla Local Authority requests Council approval to commit **\$6,500** of Local Authority Project Funding to the purchase of event equipment including marquee, tables, and chairs.

### 9.4. Action Items

Bulla Local Authority received and noted the action items update.

### 9.5. Service Delivery

The Bulla Local Authority received and noted the service delivery report.

## 10. QUESTIONS FROM THE PUBLIC

Nil

## 11. GENERAL BUSINESS

### 11.1 Street lights

Action: An audit of streetlights in Bulla is required to ascertain which lights require maintenance. Night patrol will be requested to conduct the audit and information to be relayed to NWA.

### 11.2 Local Authority Review Group

Victoria Daly Regional Council CEO Brian Hylands update the local authority on the Local Authority Review Reference Group of which himself and Mayor B. Pedwell are



members. The local authority were asked if they wish to provide feedback on how local authorities currently function.

### **11.3 Environmental Protection Agency**

Mr. Hylands provided update to the local authority regarding waste management and informed them that the EPA will be invited to attend the May local authority meetings.

## **12. NEXT MEETING**

The next Meeting of Bulla Local Authority will be held on Tuesday, 16 May 2023.

***Meeting closed at 12:10pm.***

unconfirmed



## 8. Council Response to Previous Minutes

### 8.1. Feedback from Council

**Report Type** Local Authority Reports  
**Department** Chief Executive Office  
**Prepared by** Manager of Executive Services

#### **Purpose**

The purpose of this report is to provide feedback to the Bulla Local Authority from the relevant Ordinary Council meeting.

#### **Recommendations**

- A. That the Bulla Local Authority receive and note the feedback from Council

#### **Feedback**

At the meeting held on Tuesday, 28 February 2023, Council received the minutes of the Bulla Local Authority meeting held on 21 February 2023. Council endorsed the minutes and all resolutions as per the table below:

#### **OCM-2023/32 Resolution: Carried (Mayor Brian Pedwell/Deputy Mayor Andrew McTaggart)**

- A. That the minutes of the Bulla Local Authority meeting held on 21 February 2023 be adopted as a resolution of Ordinary Council.
- B. That Council endorses resolution **BLA-2023/2** to commit \$6,500 of Local Authority Project Funding to the purchase of event equipment including marquee, tables, and chairs.

#### **Council officer conflict of interest declaration**

We the Author and Approving Officer declare we do not have a conflict of interest in relation to this matter.

#### **Attachments**

Nil



## **9. Correspondence**

### **9.1. Correspondence**

#### **Recommendation**

That the following in-coming Correspondence be noted.

1. Digital Connectivity Project [**9.1.1** - 2 pages]



DCP@dss.gov.au

# Northern Territory Digital Connectivity Project



## Project Overview

- ▶ The Digital Connectivity Project will provide communities with greater access to healthcare, employment opportunities, education, government and online services, entertainment and social connections.

The Digital Connectivity Project (DCP) is delivering a connectivity trial in regional and remote Northern Territory regions. The project aligns and supports digital inclusion reforms, including the Closing the Gap initiative and the Indigenous Digital Inclusion Plan. The project has identified a number of remote locations where mobile and internet services are non-existent or of substandard quality.

Extensive research demonstrates that regional and remote communities face a number of barriers creating further digital exclusion. These include:

- 1 Access
- 2 Affordability
- 3 Digital ability

*(Reference: 2018 Regional Telecommunications Review)*

DCP will provide greater access to critical infrastructure and support, including digital and financial literacy training, helping communities to overcome the barriers they face today.

## Our Partnerships

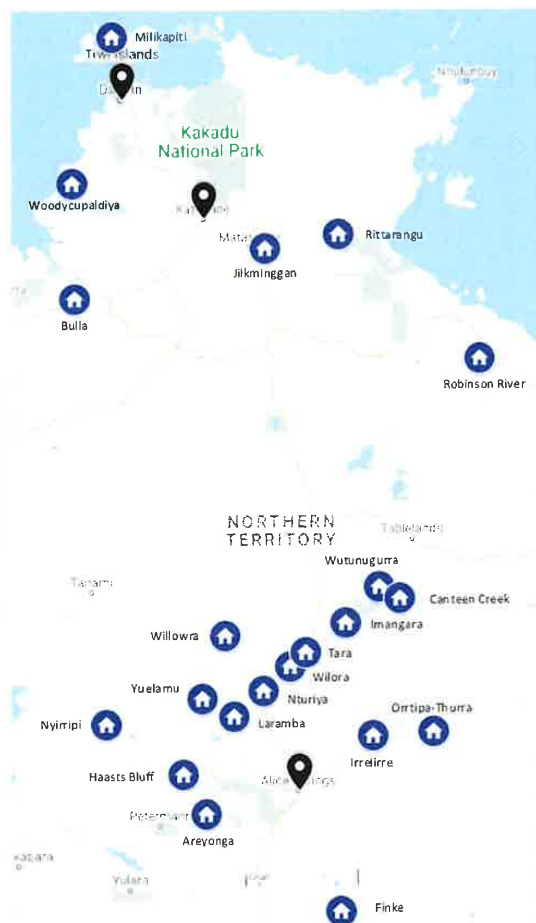
- ▶ DCP will leverage partnerships to seek input, advice, alignment and guidance to ensure best practice, proven tactics and lessons learnt are built into engagement.

The project is currently seeking to establish partnerships across the following stakeholders:

- Northern Territory Government
- Remote communities/end users
- Community Councils
- Department of Social Services
- National Indigenous Australians Agency
- Services Australia
- Department of Infrastructure, Transport, Regional Development, Communications and the Arts
- Department of Prime Minister and Cabinet

## Communities

- ▶ 21 communities in scope.



Nominated communities may be subject to change as a result of advice and accessibility.  
Blue icons highlight communities in scope.  
Black icons highlight the proximity to larger regions and the black icons are not included in the scope of the project.



## Engagement Principles

- ▶ Indigenous engagement will be critical to the success of the project.

In alignment with the recognition that self-determination is a fundamental concept outlined by the Closing the Gap agreement. The project has identified the following principles:

**1** Project objectives are communicated with a clear process to achieve them.

**2** Project goals are mutually agreed and beneficial for remote communities.

**3** Engagement will leverage existing trusted relationships and working channels, only creating new approaches where necessary.

**4** Engagement involves consultation and shared decision making, ensuring decisions on engagement are driven from the ground up.

**5** Engagement respects community priorities, processes and timeframes and builds trusted relationships.

## Solution Design

- ▶ A tailored solution is required to ensure it supports high availability, accessibility and community preferences.

Work has occurred to determine suitable and available technologies for delivery within project constraints.

The project is looking at suitable technology for primary and secondary connectivity in each of the communities. Helping communities to remain connected during outages. A tailored approach will also investigate power redundancy for the connectivity.

Industry technical specialists will be engaged to provide information that could alter or add to these defined technologies.

## Digital Literacy Support

In addition to the mobile and Wi-Fi connectivity, DCP will be supporting communities with a place-based digital literacy program, the program will be tailored based on community engagement to support the specific needs/ barriers for each community. The intention of the program is to ensure communities are supported to safely access online information and services.

### COVID

Current COVID restrictions impose exclusion zones for a number of communities where vaccination rates are low, making them difficult to access and this has the potential to cause delays.

## Contact

Please get in touch with the DCP team if you require further information or alternatively if you can provide further insights or support:

[DCP@dss.gov.au](mailto:DCP@dss.gov.au)





## 10. Reports

### 10.1.1. Council Operations Manager Report

**Report Type** Council Operations Manager Report  
Community Report For Information

**Department** Council Operations

**Prepared by** Council Operations Manager, Timber Creek

---

#### **Purpose**

To update Council on the Council Operations Manager Report activities.

#### **Recommendations**

- A. That the Council Operations Manager Report report is received and noted

#### **Regional Plan**

##### ***Goal 1: Quality Leadership***

1.1 - Ensure effective community leadership and representation to Council of local issues through Local Authority Committees

##### ***Goal 4: Liveability***

4.3 Facilitate the provision of services which improve residents' lives

#### **Events and Activities**

No events at this time.

#### **Community Events**

No events at this time.

#### **Local Authority Meetings**

16<sup>th</sup> May. 10:30am.

#### **Vacant Positions (VDRC in Community)**

CDP vacancies available.

#### **Maintenance Buildings and Fixed Assets**

CDP have taken over the building in Bulla community. This will facilitate Aged Care, NDIS, Night Patrol while CDP operate out of this building daily.

#### **Plant and Equipment**

No new plant or equipment.

#### **Regional Plan Project Priorities**

Bulla local authority requests the council to advocate with stakeholders on their behalf for a playground extension.



Bulla local authority request the council to advocate with stakeholders on their behalf for a shed to store the Mower.

We have quotes for the 4 new street signs. Now waiting for the quotation to install before proceeding.

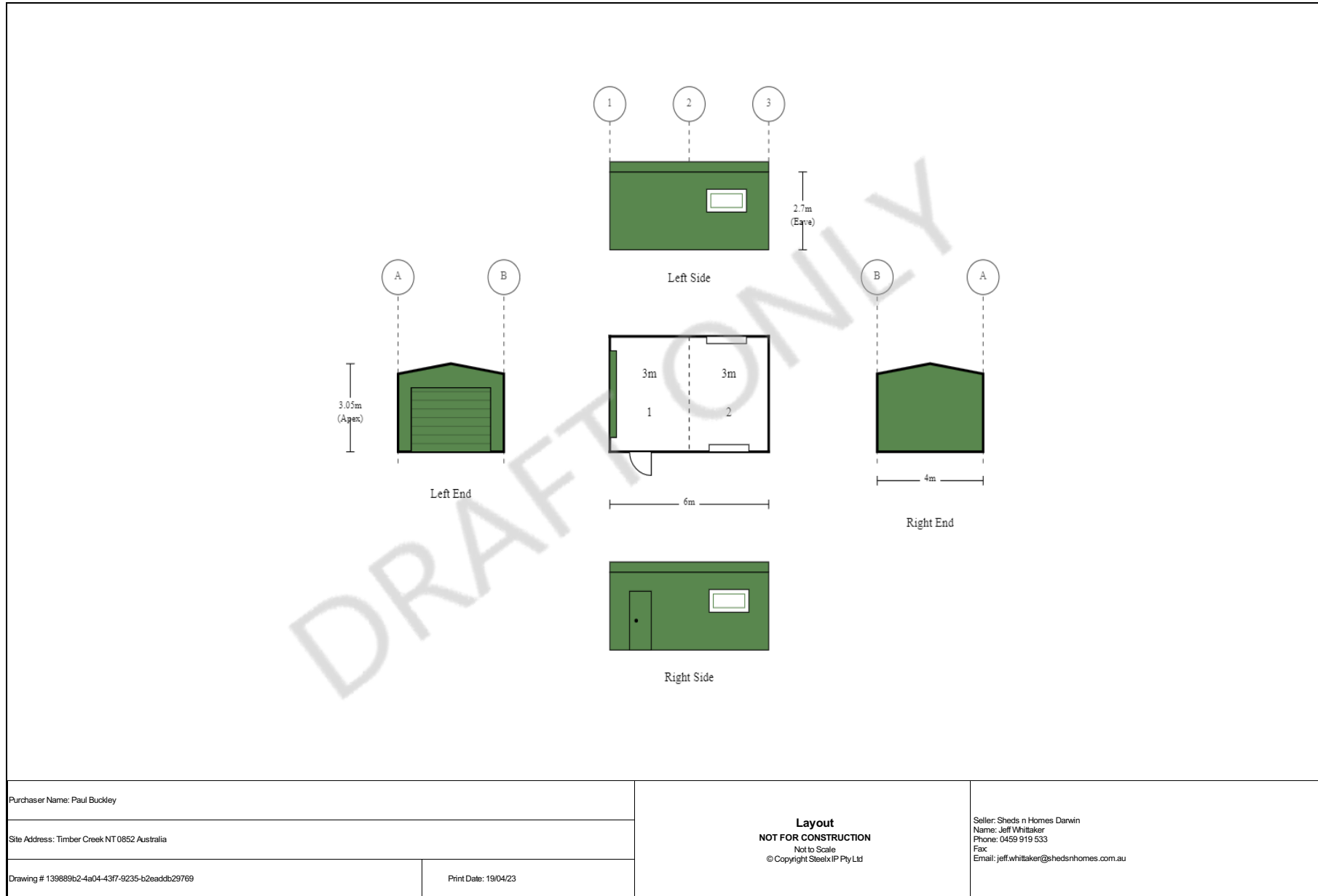
The council has endorsed the resolution BLA-2023/2 to commit the funds for purchase of event equipment for functions in the Bulla community.

### **Council officer conflict of interest declaration**

We the Author and Approving Officer declare we do not have a conflict of interest in relation to this matter.

### **Attachments**

1. Design Layout Draft - Bulla Community Timber Creek [**10.1.1.1** - 1 page]
2. Q VIC DALY 468089 [**10.1.1.2** - 1 page]
3. hardy landscaping quote bulla 270423 [**10.1.1.3** - 2 pages]
4. 20230427 143620 [**10.1.1.4** - 1 page]
5. 20230427 143703 [**10.1.1.5** - 1 page]
6. 20230427 143841 [**10.1.1.6** - 1 page]
7. Quote 313810490 [**10.1.1.7** - 4 pages]



QUOTATION #: 468089



Victoria Daly Regional Council  
PO BOX 19  
KATHERINE 0851 NT

Phone: 0408360256  
Fax:  
Email: Paul.Buckley@vicdaly.nt.gov.au

A.B.N. 78 115 924 939  
PO Box 39944, Winnellie. NT 0820  
7 Brooker St Winnellie NT 0820  
Ph: 08 8947 0733 Fax: 08 8947 0713

Website www.norsign.com.au

Contact: Murray Jackman

Date: 20/04/2023

Attention: PAUL

**PRICE REMAINS VALID FOR 30 DAYS FROM DATE OF QUOTATION**

QTY	ITEM NO.	DESCRIPTION	UNIT	PRICE
3	G5-NT	150MM EXTRUSION Juluma Street. Jangala Street. Jimija Street.	\$71.50	\$214.50
1	G6-NT	200MM EXTRUSION School > WHITE ON BLUE	\$84.15	\$84.15
3	AL16	BRACKET S/T PLATE C/W NUT BOLT 150EXT	\$8.30	\$24.90
1	AL18	S/PLATE BRACKET C/W NUT BOLT 200EXT	\$10.50	\$10.50
<b>SUBTOTAL</b>				<b>\$334.05</b>
<b>GST</b>				<b>\$33.41</b>
<b>TOTAL</b>				<b>\$367.46</b>

**FULL PAYMENT REQUIRED FOR NON ACCOUNT CUSTOMERS PRIOR TO COMMENCEMENT OF ORDER - NON STOCK ITEMS CANNOT BE RETURNED OR CANCELLED AFTER THE ORDER IS PLACED**

All amounts in relation to this invoice are payable to Timelio Pty Ltd (ACN 169 389 771) in the following way:  
 • By EFT to Account Holder Timelio Pty Ltd BSB 333 039 Account no. 555 837 779  
 • Bank name: Bank of Melbourne SWIFT/BIC code: SGBLAU2S Branch address: Level 2, 525 Collins Street Melbourne Vic 3000  
 • Account holder: Timelio Pty Ltd Address: Level 39, 55 Collins Street, Melbourne, VIC 3000  
 Please state the invoice number(s) being paid on your remittance advice which can be emailed to accounts@traffictld.com.au



**All account holders terms are strictly 30 days nett.**

**Please sign and return if you wish to proceed with this quote:**

..... Date.....



## QUOTATION

VICTORIA DALY COUNCIL  
Timber Creek  
Northern Territory 0852  
Australia

**Site**  
BULLA COMMUNITY

**Reference**  
PLAYGROUND

**Date**  
10 March 2023

**Expiry Date**  
09 April 2023

**Quotation**  
QU-0974

**ABN**  
11004693770

Hardy Landscaping (NT) Pty Ltd  
0408 083 383  
info@hardylandscaping.com.au  
2 Jensen St  
PARAP NT 0820  
AUSTRALIA

### **SCOPE OF WORKS**

Supply and install OMNITECH EQUIPMENT. One of the following units:

- 225: Robing,
- 226: Sage,
- 405: Cameron.

Works include:

- freight,
- excavate and dispose of existing spoil
- install nominated playground equipment,
- install certified softfall sand,
- general tidy and demobilisation,
- provide handover and maintenance documentation.

Works exclude (if required):

- temporary fencing (to be supplied by council),
- cable location/ground scan,
- independent playground audit,
- tip fees for spoil,
- drainage,
- kerb/edging
- relocation of underground services,
- rock excavation,
- 240V electrical works,
- plumbing works,
- irrigation repairs,
- top soil and turf (or seed) to finish around new playground,
- shade sail/s.

All relevant Australian Playground Standards will be met. They are:

- AS 4685:2021 Part 1-6
- AS 4685.11:2021
- AS 4685:0:2017
- AS 4422:2016

Certification and handover documents provided upon completion of works.

Expected manufacturing times are 8 weeks. This will be confirmed upon acceptance of quote.

Description	Quantity	Unit Price	Amount
225: ROBIN	1	67,526.00	67,526.00
226: SAGE			
ABX1009: ACTIVITY BOX 1009			
405: CAMERON	0	68,138.00	0.00
ABX1007: ACTIVITY BOX 1007	0	48,466.00	0.00
		Subtotal	67,526.00
		Total GST	6,752.60
		<b>Total AUD</b>	<b>74,278.60</b>

Terms

Quotation valid for 30 days.

A 50% deposit is required upon acceptance of quote. The balance is due upon handover/completion of installation. Hardy Landscaping (NT) Pty Ltd shall have and maintain title over all goods and materials until full payment has been made.

If any vandalism or theft occurs during the project, repairs and replacement will be at the expense of the client.

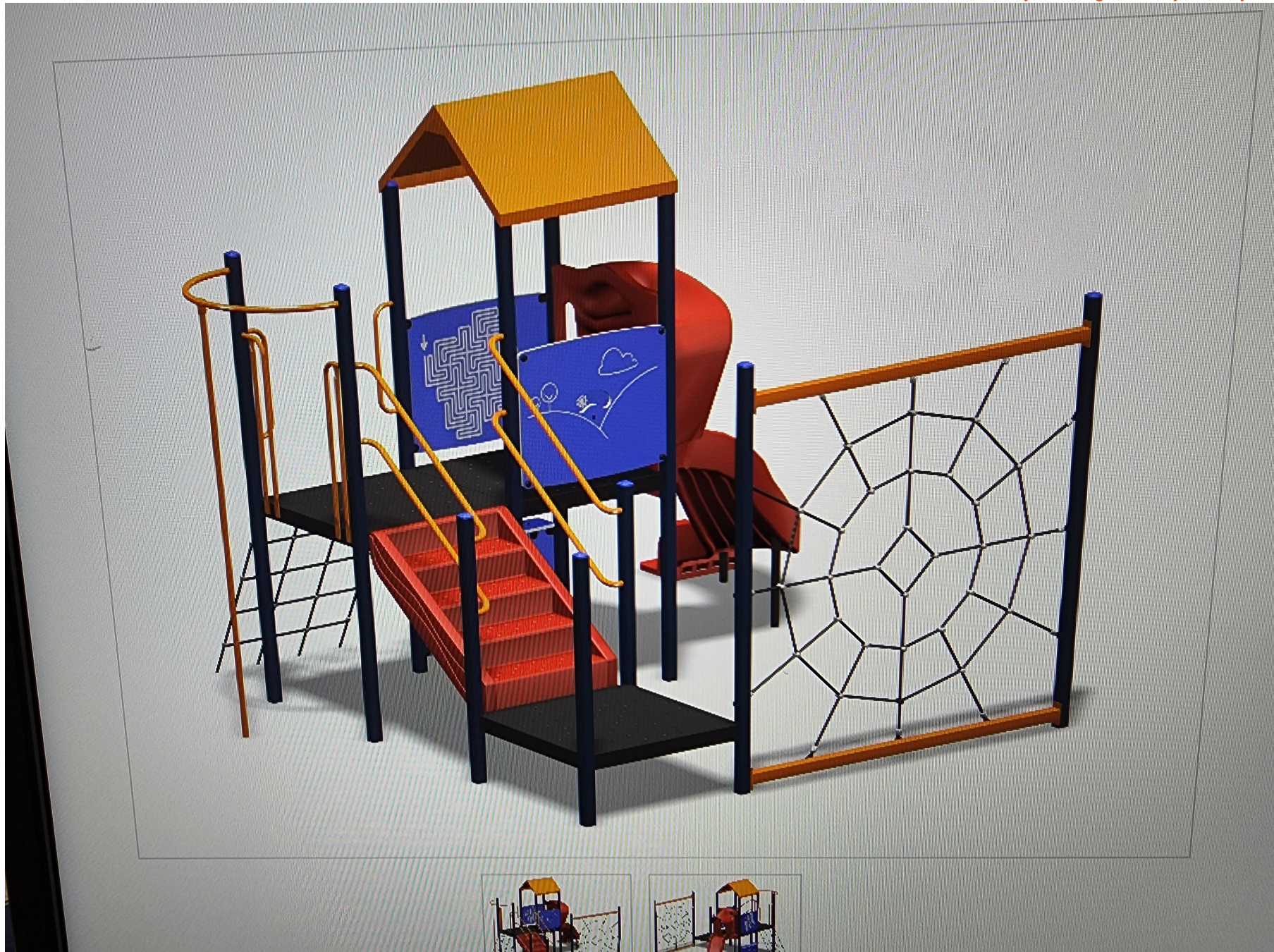
Bank Details

BANK: ANZ

Account Name: Hardy Landscaping

BSB: 015901

Account Number: 191184366











Bunnings Group Ltd (Australia)  
ABN 26 008 672 179

Palmerston Warehouse  
6 Pierssene Road  
Palmerston NT 0830  
Phone 08 7972 5900

### Quotation

Customer: VICTORIA DALY REGIONAL COUNCIL  
PO BOX 19  
Katherine NT 0851

Date: 13/12/2022

Delivery Address: Lot 55 Moule Street  
Pine Creek NT 0847  
Contact: Renee Croton  
Phone: 0438468056

Delivery Instructions: Via Nighthawk

Delivery Date: 16/12/2022 COU  
Courier

We have pleasure in submitting our Quotation No: 313810490 for the following job:

Job Address:

Summary	Amt Excl Gst	GST Payable	Amt Incl Gst
AS PER SCHEDULE			
200 OUTDOOR LIVING	5,450.90	545.10	5,996.00
OTHER	0.01	0.00	0.01
Total	\$5,450.91	\$545.10	\$5,996.01

Prices in this quotation are valid for a period of 30 days from the date of the Quotation, after which Bunnings will requote if required.

\*\*\* Quote Valid until **12-JAN-2023** \*\*\*

For further enquiries concerning this Quotation would you please contact our representative.

Annika 116165

Tel No: 08 7972 5900

#### IMPORTANT NOTES

- Bunnings takes all reasonable care in preparing quotations and orders but is unable to accept any responsibility for any errors or omissions in its quotation or in the plans, drawings, or specifications you provide to us for the purpose of quoting. It is your responsibility to carefully check and confirm all items, quantities, and measurements before placing an order. Where Bunnings accepts any order placed, unless specifically agreed otherwise, it does so on the basis that you bear full responsibility for ensuring the accuracy of all items, quantities and measurements and that they comply with any plans, drawings or other specifications provided.
- Any purchase order or customer terms provided when accepting a Bunnings quote will not apply. Bunnings accepts your order on the basis of Bunnings' standard terms and conditions of supply.
- The construction industry is currently experiencing industry wide product shortages, in particular timber, and there may be some delay or difficulties in fulfilling orders. Bunnings will contact you if the shortages or delays will affect your order. Bunnings may be able to offer a replacement product or alternative sized or graded timber which may be at more cost to you, which you can accept or decline.
- Hardwood Species will be supplied at Bunnings discretion unless otherwise requested. Note: To ensure correct pricing, it is important to state the Quotation number when ordering.

**Subject to Bunnings Standard Terms & Conditions of Supply as set out in this Quotation.**

**\* This Quotation is strictly confidential \***



Bunnings Group Ltd (Australia)  
ABN 26 008 672 179

### Quotation Schedule

Quotation No: 313810490

Customer: VICTORIA DALY REGIONAL COUNCIL  
PO BOX 19  
Katherine NT 0851

Date: 13/12/2022

Delivery Address: Lot 55 Moule Street  
Pine Creek NT 0847 Pine Creek NT 0847

Job Number:

Job Address:

Line	Item Number	Item Description	METRE or QTY	M3 or UNIT	RATE EXC GST	AMT EXCL GST	GST PAYABLE	AMT INCL GST
1	3192213	TABLE BLOW MOULD LIFETIME++6FT BI-FOLD 80531^ <i>Need to order</i>	5	Each	57.27	286.36	28.64	315.00
2	3191231	CHAIR ALUMINIUM MARQUEE++BISTRO POLISH FINISH 1102210B^ <i>Need to order</i>	50	Each	50.21	2,510.45	251.05	2,761.50
3	3192495	CHAIR POLYETHYLENE LIFETIME++STACKING CHAIR 80641^ <i>Need to order</i>	50	Each	53.08	2,654.09	265.41	2,919.50
4	9920050	TRANSPORT CHARGE++SINGLE DELIVERY - NO CHARGE	1	Each	0.01	0.01	0.00	0.01
<b>GRAND TOTAL</b>			<b>106</b>			<b>5,450.91</b>	<b>545.10</b>	<b>5,996.01</b>

Subject to Bunnings Standard Terms & Conditions of Supply as set out in this Quotation.

\* This quote is strictly confidential \*

## Bunnings Standard Terms and Conditions of Supply

**Bunnings is pleased to supply you with goods on the basis of the following:**

### **1.Quotes, Estimates and Orders**

Unless the quotation/estimate specifies otherwise, it is valid for 30 days and for the full quantity only. The quote/estimate supersedes all previous quotes/estimates. If you wish to change your order or product specifications before delivery a requote will be provided. Subject to availability of the Goods, we will be bound to supply you the Goods when Bunnings accepts your order (but not before), and you will then be bound to pay for them. Deliveries or collection of Goods beyond 30 days of Bunnings accepting your order may be subject to price increases in accordance with these terms and conditions of supply. Online orders will be regarded as accepted once payment has been processed and you have received an email order confirmation from us. All orders accepted by Bunnings will be pursuant to these terms, unless agreed or advised otherwise.

### **2.Payment**

**In-store purchases:** For retail customers (i.e. you do not have an account with Bunnings), the following require payment in full when you place your order: purchases under \$500; direct deliveries from our suppliers; specially ordered and custom-made products; and delivery services. Purchases over \$500 require a deposit of \$500 when you place the order, and the balance is payable before the Goods are collected or delivered. Personal cheques are not accepted for amounts equal to, or greater than \$10,000.

If you are a commercial customer (i.e. you have a cash or credit account with Bunnings) then terms and conditions of the applicable account apply in addition to these terms and conditions of supply. PowerPass terms and conditions of use apply to customers with PowerPass, in addition to these terms and conditions. Short payment of any invoice is not permitted.

**Online purchases** (from the Bunnings website): You must pay for all online purchases at the time of online checkout, prior to order confirmation, in accordance with one of the payment methods offered on the Bunnings website.

### **3.Delivery (if applicable)**

We will advise you when your Goods are available at our premises for you to collect. Where Bunnings is delivering your Goods to you, we will usually deliver them within 30 days of us accepting the order, except where we agree or advise you otherwise. If delivery is offered by Bunnings, a charge for delivery to your home or premises will apply. Bunnings will give you an estimated delivery date/time in good faith but, subject to any rights you have under Australian Consumer Law, we are unable to accept liability for delay in delivering the goods which is beyond our reasonable control (e.g. if stock is unavailable), except to the extent that any loss or damage is directly attributable to our negligence, wrongful act or wilful misconduct.

You must ensure there is clear and safe access for delivery. Please ensure there is a person present at the delivery premises who is authorised by you to accept delivery. If there is not, unless you have explicitly advised us not to leave the Goods, we will leave the Goods at your premises if we consider it is safe and appropriate to do so. If the delivery contractor arrives at the agreed time but is unable to deliver the Goods or considers that it is unsafe or inappropriate to do so, you may be required to pay for re-delivery later. Some Goods may require extra delivery personnel which may incur an additional charge.

We will deposit your Goods at ground level at the delivery premises unless you have arranged otherwise with us. The Goods are at your risk after delivery. For commercial customers, to the extent permissible at law, including the Australian Consumer Law, liability for damage to any property occurring in the course of delivery, except to the extent that any loss or damage is directly attributable to our negligence, wrongful act or wilful misconduct, will not be accepted.

### **4.Abandoned Goods**

If you are a commercial customer and fail to collect or call up delivery of your order as agreed or within a reasonable time afterwards, then, subject to applicable laws, Bunnings may invoice you any amounts owing for the Goods, where Bunnings is not reasonably able to return the Goods to stock and resell them. The order will be deemed fulfilled once invoiced or cancelled when returned to stock. Invoiced orders will be available for collection, or delivery by arrangement, for 30 days from invoicing your account. If you do not collect or arrange delivery of the goods within that period, to the extent permitted by law, Bunnings will treat the Goods as abandoned / uncollected goods and may take whatever action it deems necessary to dispose of the Goods, for which Bunnings will bear no liability to you whatsoever.

### **5.Collection**

If Goods are being collected, please collect them within 10 days (commercial customers) or 30 days (retail customers) after we inform you that they are ready for collection. We may need to verify your identity upon collection. If you do not collect the Goods within the applicable time period, then unless you make arrangements with us for late collection (which, for commercial customers may be subject to price increases if the date for collection is beyond 30 days of the date of acceptance of your order), we will assume you have cancelled your order. This means we may re-sell the Goods and you may forfeit any deposit or payment you have made. Where we are unable to re-sell the Goods, such as for specially ordered or custom-made Goods, we will invoice you for payment in full if not collected within the timeframes set out above, unless otherwise agreed.

### **6.Warranties**

In addition to manufacturers' guarantees on selected products, if you are a consumer within the meaning of Australian Consumer Law, Bunnings provides additional warranties in accordance with Australian Consumer Law. Consumers are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. Consumers are also entitled to have the goods repaired or replaced if the Goods fail to be of acceptable quality and the failure does not amount to a major failure. All other warranties and representations are excluded, except those that are non-excludable in law, including Australian Consumer Law. Subject to Australian Consumer Law, where Goods supplied are not of a kind ordinarily acquired for personal, domestic or household use, our liability is limited to refunding the price or replacing or repairing the Goods (at our option) and we exclude liability for indirect or consequential loss (indirect, special, consequential or exemplary damages or losses, including loss of opportunity, revenue, profit, contract, goodwill and loss arising from business interruption, e.g. contractor time on site). Bunnings will not be liable for damage, loss or injury suffered as a result of any person failing to follow instructions relating to the Goods, modifying them, failing to appropriately maintain or store them or using them for an unintended purpose. To assist us in resolving any problems you may experience, please inspect the Goods upon taking delivery and report any shortage, discrepancy, defect, wrong specification or similar problem to us as soon as you become aware of it, and for commercial customers within 7 days of delivery (otherwise, subject to Australian Consumer Law we may not be liable for that problem later).

### **7.Cancellation & Returns**

We will endeavour to assist you if you wish to cancel your order or return Goods unused - please see the returns policy on our website. Change of mind is not available for purchase of commercial quantities. Some Goods, including specially ordered and custom made Goods are non-returnable unless a warranty or guarantee is breached (further information can be found on [www.bunnings.com.au/returns](http://www.bunnings.com.au/returns)). Subject to Australian Consumer Law, customers may be required to pay for loss we incur as a result (for example, handling/transport costs or any re-stocking fee charged by our supplier).

We reserve the right to cancel any order (in full or part) where: (i) you are in breach of your payment obligations to Bunnings; (ii) Bunnings reasonably suspects that you are purchasing Goods for the purposes of resale or resupply; (iii) Bunnings becomes aware after order confirmation of shortages, delays or that the good is out of stock or not reasonably available from Bunnings' suppliers at the required delivery time or for the quoted price; (iv) you fail to collect or call up delivery of your order as agreed or make alternative arrangements acceptable to Bunnings; (v) collection of the goods does not occur within 10 days of notification that they are available for collection or delivery does not occur within 30 days of acceptance of an order by Bunnings and no alternative arrangement has been agreed (other than where directly attributable to our negligence, wrongful act or wilful misconduct) or (vi) there has been a genuine pricing or product description error by Bunnings or its supplier. We will refund any amount already paid in respect of any cancelled order, other than where the order is a special order or custom made good which cannot reasonably be resold, or the order is cancelled because you failed to collect it or call it up for delivery on or by the agreed delivery date and Bunnings is not reasonably able to return the Goods to stock or resell them, (and in the case of part cancellation of an order, we will refund the amount paid that relates to the cancelled portion of the order).

**8.Privacy**

Bunnings collects your personal information here to allow us to supply you with goods or services. We will not use or disclose your personal information for any other purpose. Our Privacy Policy can be found on [www.bunnings.com.au/privacy-policy](http://www.bunnings.com.au/privacy-policy). By placing an order with us, you consent to us providing your name, contact details and delivery address to third parties (including our suppliers or delivery contractors) for the purpose of fulfilling and delivering your order. If you have any questions, email us at [privacy@bunnings.com.au](mailto:privacy@bunnings.com.au).

**9.Third Party Installation**

Where you arrange for a third party to install Goods supplied by us, you must contract separately with that third party. Bunnings will not be liable for any installation services provided by a third party.

**10.GST**

If goods are being exported out of Australia and you can confirm that this will be within 70 days of purchase, then GST on the goods will not be charged. Account Customers will be required to provide the relevant export documentation, i.e. Bill of Lading and customs clearance documentation, within 70 days of purchase for this to be valid. If you do not provide the relevant documentation within this time frame, then GST on the purchase will be charged to your account.

**11.Entire agreement**

These terms and conditions, together with Bunnings policies available on its website (including its returns and refunds policy), apply to the exclusion of all other terms and conditions, including any terms and conditions contained in any purchase order or other document provided by you, the customer. In the event of any inconsistency between those documents, these terms and conditions will take precedence. Where Bunnings accepts your order, it does so on the basis of these terms and conditions and any clarifications, such as inclusions and exclusions, included in its quote, unless expressly provided otherwise in writing.

**12.Errors or omissions**

Bunnings takes all reasonable care in preparing quotations and orders but is unable to accept any responsibility for any errors or omissions, in its quotation or in the plans, drawings or specifications you provide to us for the purpose of quoting. It is your responsibility to carefully check and confirm all items, quantities and measurements before placing an order. Where Bunnings accepts any order placed, unless specifically agreed otherwise, it does so on the basis that you bear full responsibility for ensuring the accuracy of all items, quantities and measurements and that they comply with any plans, drawings or other specifications provided.

**13.Pricing Increases**

Where delivery or collection of goods in an accepted order by a commercial customer does not take place within 30 days of acceptance of that order (other than where directly attributable to our negligence, wrongful act or wilful misconduct), or where later delivery or collection dates beyond 30 days from the date of acceptance of an order are required by the customer, Bunnings reserves the right to reprice the goods prior to delivery and provide a replacement quotation to the customer which the customer may accept or reject.



### 10.2.1. Bulla Finance Report

**Report Type** Finance Report  
**Department** **Corporate Services**  
**Prepared by** **Senior Accountant**

#### **Recommendations**

- A. That the Bulla Local Authority receive and note the finance report.

#### **Regional Plan**

##### ***Goal 1: Quality Leadership***

- 1.3 - Comply with all statutory, regulatory and reporting requirements

#### **Council officer conflict of interest declaration**

We the Author and Approving Officer declare we do not have a conflict of interest in relation to this matter.

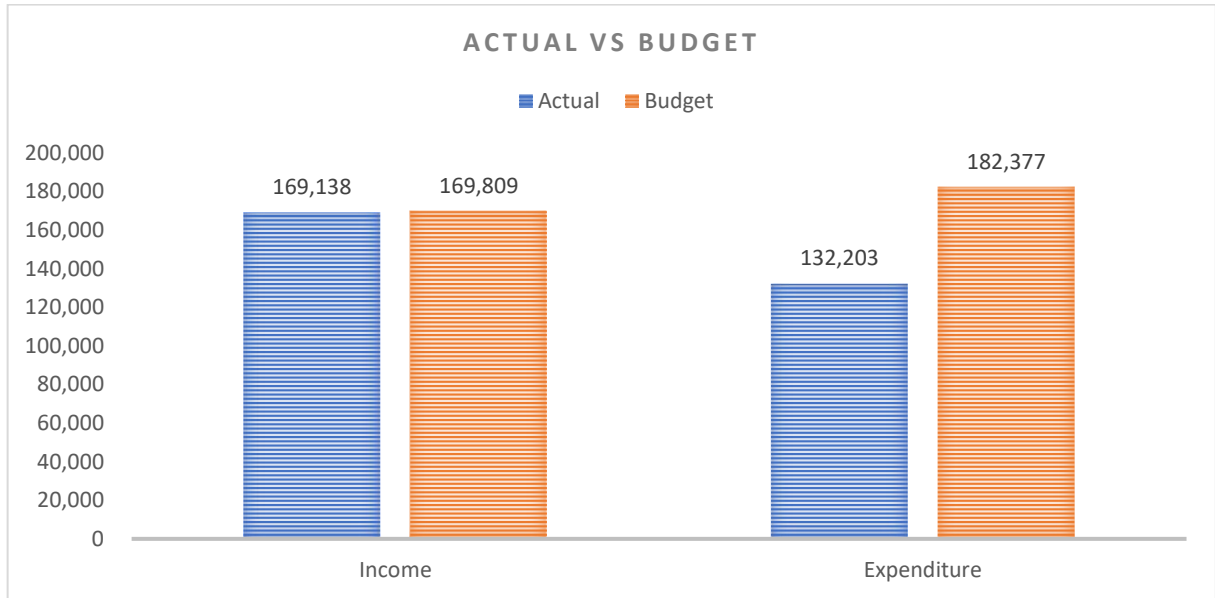
#### **Attachments**

1. Actual v Budget for Bulla Local Authority as of 31 March 2023- Financial Report  
[10.2.1.1 - 2 pages]

**Actual v Budget for Bulla Local Authority as of 31 March 2023**

<b>OPERATING INCOME</b>	YTD Actuals \$	YTD Budget \$	YTD Variance \$	Comments
Rates	-	-	-	
Charges	-	-	-	
Fees and Charges	3,781	4,453	-672	NDIS income received to date is less than projected
Operating Grants and Subsidies	165,040	165,040	-	
Commercial and Other Income	316	316	0	
<b>TOTAL OPERATING INCOME</b>	<b>169,138</b>	<b>169,809</b>	<b>-671</b>	
<b>OPERATING EXPENDITURE</b>				
Employee Expenses	123,476	170,390	-46,915	underspent is due to vacant positions in Bulla
Materials and Contracts	5,484	8,389	-2,905	Variance is due to underspends on contractors' labour and plumbing
Elected Member Allowances	-	-	-	
Elected Member Expenses	-	-	-	
Council Committee & LA Allowances	2,202	2,375	-172	
Council Committee & LA Expenses	369	550	-182	
Depreciation, Amortisation and Impairment	-	-	-	
Other Expenses	-	-	-	
Allocations	673	673	-	
<b>TOTAL OPERATING EXPENDITURE</b>	<b>132,203</b>	<b>182,377</b>	<b>-50,174</b>	
<b>OPERATING SURPLUS / DEFICIT</b>	<b>36,935</b>	<b>-12,568</b>	<b>49,503</b>	

The fixed asset purchased to date was a new mower costing \$6500. LA funds funded it.







## 10.2.2. Bulla - Projects Report

**Report Type** Local Authority Reports  
**Department** Chief Executive Office  
**Prepared by** Manager of Executive Services

### Purpose

The purpose of this report is to provide an update on the Local Authority Project Funding (LAPF) that has been spent or committed, and to provide an overview of funds available for future projects.

### Recommendations

- A. That the Bulla - Projects Report report is received and noted
- B. That the Bulla Local Authority consider projects for investigation

### Local Authority Project Funding (LAPF)

#### ***Funds Spent financial year***

\$3,360 of LAPF has been spent this financial year

#### ***Funds Committed***

\$12,860 of LAPF is committed to projects.

#### ***Funds Available***

\$68,654 of LAPF is available for future projects

The Bulla Local Authority is encouraged to discuss and consider suitable projects to be funded with the remaining LAPF.

### Council officer conflict of interest declaration

We the Author and Approving Officer declare we do not have a conflict of interest in relation to this matter.

### Attachments

1. Bulla Projects as of 31 March 2023 [10.2.2.1 - 1 page]

**Local Authority projects-Bulla**

Fund Carried forward from last financial year.	62,114
Grant expected to be received this financial year.	19,400
	81,514
Amount spent on project this financial year 2022-23	-6,360
Funds committed but not yet spent	-6,500
	68,654

Project Name	Resolution	Fund allocated to projects	Amount spent to date	Remaining funds available	Status
Mower for Bulla Community		6360	6,360	-	Completed
Marquees, Tables and Chairs	BLA-2023-2	6500	-	6,500	
		<b>12,860</b>	<b>6,360</b>	<b>6,500</b>	



### 10.3.1. Bulla Action Items

**Report Type** Local Authority Reports  
**Department** Chief Executive Office  
**Prepared by** Manager of Executive Services

#### **Purpose**

To provide an update on Bulla Local Authority action items.

#### **Recommendations**

A. That the Bulla Local Authority receive and note the action items update.

#### **Council officer conflict of interest declaration**

We the Author and Approving Officer declare we do not have a conflict of interest in relation to this matter.

#### **Attachments**

1. 20230516 Action Items Report BLA 1 [10.3.1.1 - 2 pages]

## ACTION REGISTER

Bulla Local Authority – May 2023



**Victoria Daly**  
REGIONAL COUNCIL

MEETING DATE	ITEM	ACTION REQUIRED	ASSIGNED DEPARTMENT	ACTION TAKEN	STATUS
16 August 2022	Aged Care Update	Request a visit from Aged Care to the next Bulla LA meeting	Council Operations	<i>Aged Care staff scheduled to attend Bulla Local Authority meeting on 21 February to provide an overview of available services.</i>	Completed
16 August 2022 & 21 February 2023	Marquee and Chairs	Source quotes for marquee and chairs to be used for Bulla events. <b>Resolution BLA-2023/2</b> That the Bulla Local Authority requests Council approval to commit \$6,500 of Local Authority Project Funding to the purchase of event equipment including marquee, tables, and chairs. <b>(Endorsed by Council OCM-2023/32)</b>	Council Operations	<i>Quote submitted to BLA on 21 February in 'Local Authority Project Funding Report'. Resolution has been endorsed by Council.</i>  <b>COM to arrange purchasing of goods.</b>	In progress
16 August 2022	Playground	Paul Buckley to source quotes for playground upgrade.	Council Operations	<i>Quotes submitted in COM report</i>	In progress
Resolution passed: 16 November 2021  Action raised: 16 August 2022	Street signs	That quotes for street signs, brackets, poles, and premiss be purchased in preparation for street sign installation up to \$5000. <b>[Resolution 1611202106]</b>  Paul Buckley to source an itemised quote for street signs.	Council Operations	<i>Paul emailed DIPL on 12 December 2022 seeking contact person for identified project. Contact details received and shortly after floods occurred. Quotes submitted in COM report. \$3,686 spent, \$1,314 remaining.</i>	In progress
15 November 2022	Cement slab for mower	Paul Buckley to source quotes for a cement slab and shed to house the mower and gazebo, chairs, and table with 3 keys available to Bulla LA members for access	Council Operations	<i>Quote requested. Awaiting response.</i>	Awaiting external response
21 February 2023	Streetlight Audit	Action: An audit of streetlights in Bulla is required to ascertain which lights require maintenance. Night patrol will be requested to conduct the audit and information to be relayed to NWA.	Council Operations	<i>COM to provide an update</i>	Not started



### 10.4.1. Electing a Chairperson

**Report Type** Local Authority Reports  
**Department** Chief Executive Office  
**Prepared by** Manager of Executive Services

#### **Purpose**

For the Bulla Local Authority (BLA) to undertake a secret ballot for the position of Chairperson and Deputy Chairperson.

#### **Recommendations**

- A. That the report Electing a Chairperson is received and noted
- B. That the Bulla Local Authority nominates a Chairperson for a period of twelve months.
- C. That the Bulla Local Authority undertake a secret ballot for the position of Chairperson and Deputy Chairperson
- D. That the Bulla Local Authority appoint [name] as Chairperson for a period of twelve months.
- E. That the Bulla Local Authority appoint [name] as Deputy Chairperson for a period of twelve months.

#### **Background**

At the Bulla meeting held on 22 March 2022, Shadrack Retchford was elected as Chairperson and Duncan Bero was elected as Deputy Chairperson.

The positions of Chairperson and Deputy Chairperson are due for reappointment. All BLA members can nominate themselves or be nominated for these positions. This includes members who have previously been Chairperson or Deputy Chairperson. Each nomination requires a mover and seconder to become a valid nomination.

The Chairperson is a position that requires dedication and commitment. The Chairperson receives an increased sitting fee amount, and their duties include:

- Checking there is a quorum
- Declaring the meeting open and closed
- Receiving and noting apologies
- Working with the CEO or Council staff to set the agenda
- Announcing agenda items
- Keeping the meeting on track
- Ensuring members are compliant with the Code of Conduct



### **Training Opportunity**

On 24 May 2023, the Department of the Chief Minister and Cabinet will be providing Chairperson training for Mayor's and Local Authority Chair's. Local Authority Chairs will have the opportunity to travel to Katherine to partake in the training.

Any newly appointed members to these positions will commence their duties from the next meeting, this being scheduled for 15 August 2023.

### **Policy implications**

The election of the Chairperson and Deputy Chairperson is conducted according to the Local Authority Policy.

#### ***Local Authority Policy LGP026***

*2.4.11 Each Local Authority must appoint a Chairperson for a period of no less than six (6) months and no more than twelve (12) months by resolution of the Local Authority.*

*2.4.12 It is up to each Local Authority to decide if they wish to appoint a Deputy Chairperson.*

### **Council officer conflict of interest declaration**

We, the Author, and Approving Officer, declare we do not have a conflict of interest in relation to this matter.

### **Attachments**

Nil



## **11. Questions from the Public**

## **12. General Business**

## **13. Next Meeting**

The next Meeting of Bulla Local Authority will be held 15 August.