

# AGENDA

TORRES STRAIT ISLAND REGIONAL COUNCIL

July 2022

Tuesday 19<sup>th</sup> July 2022, 9:40am – 5:00pm

Wednesday 20<sup>th</sup> July 2022, 9:00am – 5:00pm

Video Conference

## **COUNCIL ORDINARY MEETING**

**Tuesday, 19<sup>th</sup> July 2022**

### **Agenda Items:**

1. 9:40am – 9:45am Welcome and Opening Remarks
2. 9:45am – 9:50am Apologies
3. 9:50am – 9:55am Declaration of Conflict of Interest (COI) (Prescribed and Declarable)
4. 9:55am – 10:00am Confirmation of Previous Council Ordinary Meeting Minutes
  - 28<sup>th</sup> and 29<sup>th</sup> June 2022
5. 10:00am – 10:05am Confirmation of Previous Council Special Meeting Minutes
  - 23<sup>rd</sup> June 2022
6. 10:05am – 10:10am Confirmation of Housing and Safe and Healthy Communities Committee Minutes
  - 20<sup>th</sup> June 2022

### **MORNING TEA 10:10AM – 10:30AM**

7. 10:30am – 10:45am Outstanding Council Ordinary Meeting Action Items
8. 10:45am – 11:05am CORPORATE – Funding Acquisition Report
9. 11:05am – 11:25am CORPORATE – Community Grants Program – July 2022
10. 11:25am – 11:50am CORPORATE – Operational Plan 2021-22 Q4 Update
11. 11:50am – 12:10pm CORPORATE – Operational Plan 2022-2023
12. 12:10pm – 12:30pm LEGAL – Delegations Update: RTRA, WSSR, PHIC

### **LUNCH 12:30pm – 1:30pm**

13. 1:30pm – 1:50pm FINANCE – Policy Matter – Procurement & Ethical Sourcing Policy for Review
14. 1:50pm – 2:10pm FINANCE – Contractual Matter – Sole Suppliers
15. 2:10pm – 2:30pm COMMUNITY SERVICES – Deed of Variation (Department of Education) Childcare
16. 2:30pm – 2:30pm COUNCIL MOVES INTO CLOSED BUSINESS
17. 2:30pm – 3:00pm BUILDING – CB – BSU Update

### **AFTERNOON TEA 3:00PM – 3:20pm**

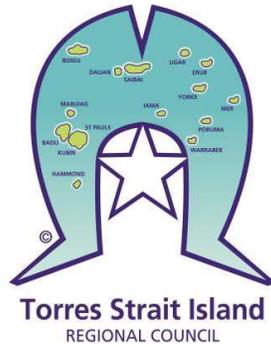
18. 3:20pm – 3:40pm BUILDING – CB – Contractual Matter – Lot 55 Army Street, Boigu
19. 3:40pm – 4:10pm FINANCE – CB – Financial Dashboard Report – June 2022
20. 4:10pm – 4:30pm FINANCE – CB – Ged Erub – Utilities & Other Charges Relief
21. 4:30pm – 4:50pm ENGINEERING – CB – Fuel Improvement Program Status Update Report
22. 4:50pm – 4:50pm COUNCIL MOVES OUT OF CLOSED BUSINESS AND RESUMES IN OPEN BUSINESS
23. 4:50pm – 5:00pm Closing Remarks and Prayer

## **COUNCIL ORDINARY MEETING**

**Wednesday, 20<sup>th</sup> July 2022**

### **Agenda Items:**

24. 9:00am – 9:10am Welcome and opening prayer.
25. 9:10am – 10:00am **Deputation 1** | LGAQ – President - Mr Mark Jamieson and CEO - Ms Allison Smith
- MORNING TEA 10:00am – 10:20am**
26. 10:20am – 10:20am COUNCIL MOVES INTO CLOSED BUSINESS
27. 10:20am – 10:40am ENGINEERING – CB – Fuel Price Review – Late
28. 10:40am – 11:00am ENGINEERING – CB – Funding Matter – Community Fuel Resource Upgrade 2022/24 LGGSP
29. 11:00am – 11:00am COUNCIL MOVES OUT OF CLOSED BUSINESS AND RESUMES IN OPEN BUSINESS
30. 11:20am – 11:25am FINANCE – Adoption of Water Utility Charges for the 2022/23 Financial Year
31. 11:25am – 11:30am FINANCE – Adoption of Sewerage Utility Charges for the 2022/23 Financial Year
32. 11:30am – 11:35am FINANCE – Adoption of Waste Management Utility Charges for the 2022/23 Financial Year
33. 11:35am – 11:40am FINANCE – Statement of Estimated Financial Position for the 2021/22 Financial Year
34. 11:40am – 12:10pm FINANCE – Adoption of Original Budget 2022/23
35. 12:10pm – 12:20pm Business Arising from Information Reports
36. 12:20pm – 12:25pm Next Council Meeting Date – 24<sup>th</sup> and 25<sup>th</sup> August 2022 – Masig
37. 12:25pm – 12:55pm Strategic Matters
38. 12:55pm – 1:00pm Closing Remarks and Prayer



# Draft Minutes

TORRES STRAIT ISLAND REGIONAL COUNCIL

June 2022

Tuesday 28<sup>th</sup> June 2022, 10:30am – 1:52pm  
Wednesday 29<sup>th</sup> June 2022, 9:10am – 3:24pm

Video Conference

## **COUNCIL ORDINARY MEETING**

**Tuesday, 28<sup>th</sup> June 2022**

### **PRESENT:**

Cr Phillemon Mosby, Mayor  
Cr Torenzo Elisala, Division 2 – Dauan  
Cr Conwell Tabuai, Division 3 – Saibai  
Cr Keith Fell, Division 4 – Mabuia  
Cr Lama Trinkoon, Division 6 – Kubin (Arkai), Mua Island  
Cr John Levi, Division 7 – Wug (St Pauls), Mua Island  
Cr Seriako Dorante, Division 8 – Kirriiri (Hammond)  
Cr Getano Lui Jnr, Deputy Mayor, Division 9 – Iama (Yam)  
Cr Francis Pearson, Division 11 – Poruma (Coconut)  
Cr Hilda Mosby, Division 12 – Masig (Yorke)  
Cr Rocky Stephen, Division 13 – Ugar (Stephen)  
Cr Aven Noah, Division 15 – Mer (Murray)

### **STAFF:**

Mr James William, Chief Executive Officer (CEO)  
Ms Hollie Faithfull, Executive Director, Financial Services (EDFS)  
Mr David Baldwin, Executive Director, Engineering Services (EDES)  
Mr Dawson Sailor, Head of Community Services (HOCS)  
Ms Megan Barrett, Executive Director, Corporate Services (EDCS)  
Mr Peter Krebs, Manager Legal Services (MLS)  
Mr Jacob Matysek, Executive Assistant to the Mayor (EA)  
Ms May Mosby, Acting Secretariat Officer (ASO)

### **APOLOGIES:**

Cr Dimas Toby, Division 1 – Boigu  
Cr Laurie Nona, Division 5 – Badu  
Cr Kabay Tamu, Division 10 – Warraber (Sue)  
Cr Jimmy Gela, Division 14 – Erub (Darnley)

## **COUNCIL ORDINARY MEETING**

**Tuesday, 28<sup>th</sup> June 2022**

### **Agenda Items:**

1. **10:30am – 10:35am** **Welcome and Opening Remarks**

Mayor Mosby convened the Council Ordinary Meeting for the month of June and welcomed Councillors and Staff again and completed a roll call to establish a quorum. Mayor Mosby also acknowledged and welcomed back Cr Aven Noah.

10:30am – Ms Hollie Faithfull, Executive Director Financial Services left the meeting.

2. **10:35am – 10:40am** **Apologies**

- Cr Kabay Tamu, Division 10 - Warraber – attending GBK meeting
- Cr Dimas Toby, Division 1 – Boigu – attending GBK meeting
- Cr Jimmy Gela, Division 14 – Erub – attending GBK meeting

It is noted that although the Councillors absences have been tabled, under the current policy guidelines, sitting fees will not be paid.

**RESOLUTION:**

*Moved: Cr Aven Noah, Second: Cr John Levi*

**That Council accepts the apologies of Cr Kabay Tamu, Cr Dimas Toby and Cr Jimmy Gela for the June 2022 Ordinary meeting.**

**MOTION CARRIED UNANIMOUS**

3. **10:40am – 10:45am** **Declaration of Conflict of Interest (COI) (Prescribed and Declarable)**

No declarations were made by Councillors. Mayor Mosby encouraged Councillors to make a declaration at any time during the meeting.

4. **10:45am – 10:50am** **Confirmation of Previous Council Ordinary Meeting Minutes – Day 1**

- 16<sup>th</sup> May 2022

**RESOLUTION:**

*Moved: Cr Francis Pearson; Second: Cr Conwell Tabuai*

**That Council resolves to accept the minutes of the Ordinary Meeting held on 16<sup>th</sup> May 2022, to be a true and accurate account of that meeting.**

**MOTION CARRIED UNANIMOUS**

**Day 2**

- 17<sup>th</sup> May 2022

**RESOLUTION:**

*Moved: Cr John Levi; Second: Cr Seriako Dorante*

**That Council resolves to accept the minutes of the Ordinary Meeting held on 17<sup>th</sup> May 2022, to be a true and accurate account of that meeting.**

**MOTION CARRIED UNANIMOUS**

Cr Seriako Dorante asked to amend the Waste Management matters raised in his business arising from the Information Reports to add lighting of fire with the burning of council rubbish at the tip site.

5. **10:50am – 10:55am** **Confirmation of Previous SARG Committee Minutes**

- 14<sup>th</sup> June 2022

**RESOLUTION:**

*Moved: Cr Francis Pearson; Second: Cr Rocky Stephen*

**That Council resolves to accept the minutes of the Strategic Advisory Reference Group (SARG) held on 14<sup>th</sup> June 2022, to be a true and accurate account of that meeting.**

**MOTION CARRIED UNANIMOUS**

6. **10:55am – 11:00am** **Confirmation of Previous Governance and Leadership Committee Minutes**

- 13<sup>th</sup> June 2022

**RESOLUTION:**

*Moved: Cr Getano Lui; Second: Cr Lama Trinkoon*

**That Council resolves to accept the minutes of the Governance and Leadership Committee Meeting held on 13<sup>th</sup> June 2022, to be a true and accurate account of that meeting.**

**MOTION CARRIED UNANIMOUS**

11:00am – Mr David Baldwin, Executive Director Engineering Services left the meeting.

11:03am – Mr David Baldwin re-joined the meeting.

Cr Getano Lui spoke on the cultural recruitment topic that was discussed at the Governance and Leadership committee meeting.

Cr Keith Fell requested an IT person be present at July's OM at Mabuia.

7. **11:00am – 11:10am** **Outstanding Council Ordinary Meeting Action Items**

11:06am - Mr David Baldwin left the meeting

Leading Executive Staff provided an update on their action items from May's meeting.

8. **11:10am – 11:20am** **COMMUNITIES – Funding Agreement - Forward Remote Capital Agreement**

Mr Dawson Sailor, Head of Community Services spoke to the report in regards to a funding agreement between Council and the Department of Communities, Housing & Digital Economy in addressing housing needs in remote Indigenous communities.

10:12am – Mr David Baldwin re-joined the meeting

11:13am - Ms Hollie Faithfull re-joined the meeting

**RESOLUTION:**

*Move: Cr Aven Noah; Second: Cr Conwell Tabuai*

Council resolves to:

- Enter into the proposed funding agreement, administered by The Department of Communities, Housing & Digital Economy in relation to the Forward Remote Capital Program for the total grant sum of \$14,427,863 (incl. GST).

and

- Delegate authority to the Chief Executive Officer under the provisions of the *Local Government Act 2009*:
  - power to make, amend or discharge the funding agreement; and
  - power to negotiate, finalise and execute any and all matters associated with or in relation to this funding agreement including without limitation any options and/or variations.

**MOTION CARRIED UNANIMOUS**

9. **11:20am – 11:39am** **COMMUNITIES – Funding Agreement – Torres Strait Islander Public Health Program**

Mr Dawson Sailor, Head of Community Services spoke to the report with regards to a Service Agreement to Council for a further 3 years funding for the Environmental Health Program.

**RESOLUTION:**

*Move: Cr Keith Fell; Second: Cr Torenzo Elisala*

Council resolves to:

- Enter into the proposed funding agreement, administered by Queensland Health in relation to the Torres Strait Islander Public Health Program for the total grant sum of \$13,323,268 (excl.GST).

and

- Delegate authority to the Chief Executive Officer under the provisions of the *Local Government Act 2009*:
  - power to make, amend or discharge the funding agreement; and
  - power to negotiate, finalise and execute any and all matters associated with or in relation to this funding agreement including without limitation any options and/or variations.

**MOTION CARRIED UNANIMOUS**

10. **11:39am – 11:42am** **FINANCE – Policy Matter – Financial Policy Review**

Ms Hollie Faithfull, Executive Director Financial Services spoke to the report in regards to reviewing statutory policies that are required to be amended each financial year and updated.

**RESOLUTION:**

*Move: Cr Getano Lui; Second: Cr Rocky Stephen*

Council resolves to:

1. amend and adopt the Torres Strait Island Regional Council's:

- Investment Policy;
- Debt Policy;
- Revenue Policy;
- Fiscal Governance Policy;
- Entertainment and Hospitality Policy (**with the exception of amending the Authorising Officers for the Civic Duties to the CEO and the Mayor**);
- Audit Policy
- Asset Management Policy

previously adopted by Council, in the terms presented to Council at today's Ordinary Meeting.

**MOTION CARRIED UNANIMOUS**

**11:39am – 11:43am** **CORPORATE – Funding Acquisition Report**

Ms Megan Barrett, Executive Director Corporate Services spoke to the report. The report provides an update and summary of Council's recent grant acquisition activities for the month of May 2022.

**RESOLUTION:**

*Move: Cr Aven Noah; Second: Cr Conwell Tabuai*

That Council resolves to note this report and its content.

**MOTION CARRIED UNANIMOUS**

11. **11:43am – 12:05pm** **CORPORATE – Community Grant Program – June 2022**

Ms Megan Barrett, Executive Director Corporate Services spoke to the report on the following Community Grants Applications for the month of June:

**Community Entity:**

**Full Gospel Church – Erub Island**

**RESOLUTION:**

*Move: Cr Lama Trinkoon; Second: Cr Conwell Tabuai*

Council resolves to allocate Community Grants Program funding to the following applicant in accordance with the Community Grants Policy:

- **Full Gospel Church for the eligible amount of \$2000.00 exclusive of GST, as per submitted application.**

**MOTION CARRIED UNANIMOUS**

**Individual Applicant:**

**Anthony David – lama**

**Application not supported due to exhausted community grants funds for lama. Cr Getano Lui requested that the resolution be removed.**

Ms Megan Barrett advised that the application of Anthony David was not put forward for approval rather that it has been registered as noted in the report however will note Cr Lui's concern. Megan has noted that the application by Anthony David will be removed from this resolution.

11:59am – Mr Peter Krebs, Manager Legal Services left the meeting

12:00pm – Mr Peter Krebs re-joined the meeting

**LUNCH 12:05pm – 1:05pm**

**12. 1:05pm – 1:14pm**

**CORPORATE – Policy Matter – Meeting Policies**

Ms Megan Barrett, Executive Director Corporate Services spoke to the report regarding changes to be made to Council's Meeting Procedure Policy and the Standing Orders Policy.

Cr Getano Lui raised concerns around the policies of Ailan Kustom not recognised and fully interpreted in the recommendation.

**AMENDED RESOLUTION:**

*Move: Cr Getano Lui; Second: Cr Francis Pearson*

To ensure Council's commitment to Ailan Kustom, that Council resolves to:

1. amend and endorse the Torres Strait Island Regional Council's Meeting Procedure Policy and Standing Orders Policy previously endorsed by Council at its Ordinary Meeting on 17 November 2020 in the terms presented to Council  
and
2. delegate authority to the Chief Executive Officer in accordance with the *Local Government Act 2009* to exercise the functions and powers assigned to the Chief Executive Officer under the amended and endorsed policies, including the power to make any further minor administrative amendments to the policy as they arise.

**MOTION CARRIED UNANIMOUS**

**13. 1:14pm – 1:16pm**

**CORPORATE – Council Policies – People and Wellbeing Policy**

Ms Megan Barrett, Executive Director Corporate Services spoke to the report in regards to revising of the People and Wellbeing Policy.

**RESOLUTION:**

*Move: Cr Aven Noah; Secvond Cr Lama Trinkoon*

That Council adopts the revised People and Wellbeing Policy.

**MOTION CARRIED UNANIMOUS**

**14. 1:16pm – 1:19pm**

**CORPORATE – Policy Matter – Investigation Policy**

Ms Megan Barrett, Executive Director Corporate Services spoke to the report.

**RESOLUTION:**

*Move: Cr Francis Pearson; Second: Cr John Levi*

That Council resolves to:

1. amend the Torres Strait Island Regional Council's Investigation Policy previously endorsed by Council at its Ordinary Meeting on 20 July 2021 in the terms presented to Council at today's Ordinary Meeting and endorse the same  
and
2. delegate authority to the Chief Executive Officer in accordance with the *Local Government Act 2009* to exercise the functions and powers assigned to the Chief Executive Officer under the amended and endorsed policy, including the power to make any further minor administrative amendments to the policy as they arise.

**MOTION CARRIED UNANIMOUS**

15. 1:19pm – 1:27pm **CORPORATE – Policy Matter – Councillor Remuneration, Reimbursement and Facilities Provision Policy**

Ms Megan Barrett, Executive Director Corporate Services spoke to the report.

**RESOLUTION:**

*Move: Cr Aven Noah; Second: Cr Rocky Stephen*

That Council resolves to:

1. amend and endorse the Torres Strait Island Regional Council's Councillor Remuneration, Reimbursement and Facilities Provision Policy, previously endorsed by Council at its Ordinary Meeting on 30 June 2021, in the terms presented to Council and
2. delegate authority to the Chief Executive Officer in accordance with the *Local Government Act 2009* to exercise the functions and powers assigned to the Chief Executive Officer under the amended and endorsed policy, including the power to make any further minor administrative amendments to the policy as they arise.

**MOTION CARRIED UNANIMOUS**

16. 1:27pm – 1:31pm **CORPORATE – Policy Matter – Support Policies**

Ms Megan Barrett, Executive Director Corporate Services spoke to the report.

**RESOLUTION:**

*Move: Cr Francis Pearson; Second: Cr Rocky Stephen*

That Council resolves to:

1. amend and endorse the Torres Strait Island Regional Council's *Acceptable Request and Communication Protocol Policy* previously endorsed by Council at its Ordinary Meeting on 8 December 2020 in the terms presented to Council and
2. delegate authority to the Chief Executive Officer in accordance with the *Local Government Act 2009* to exercise the functions and powers assigned to the Chief Executive Officer under the amended and endorsed policies, including the power to make any further minor administrative amendments to the policy as they arise.

**MOTION CARRIED UNANIMOUS**

17. 1:31pm – 1:33pm **CORPORATE – Change of August 2022 OM meeting dates**

Ms Megan Barrett, Executive Director Corporate Services spoke to the report in regards to amending the dates of the August 2022 Council meeting to Wednesday, 24<sup>th</sup> August and Thursday, 25<sup>th</sup> August 2022 to mark the 85<sup>th</sup> anniversary of the First Island Councillors Conference on Masig (Yorke) Island.

**RESOLUTION:**

*Move: Cr Rocky Stephen; Second: Cr Lama Trinkoon*

Council resolves to change the dates for the August 2022 Ordinary Meeting of Council from Tuesday 16 August 2022 and Wednesday 17 August 2022 to Wednesday 24 August and Thursday 25 August 2022.

**MOTION CARRIED UNANIMOUS**

18. 1:33pm – 1:37pm **CORPORATE – Queensland Local Government Mutual Liability Membership Renewal 2022-2023**

Ms Megan Barrett, Executive Director Corporate Services spoke to the report and Ms Hollie Faithfull, Executive Director Financial Services spoke to the report on the Assets.

1:34pm – Mayor Mosby left the meeting

1:35pm – Mayor Mosby re-joined the meeting

**RESOLUTION:**

*Move: Cr Aven Noah; Second: Cr Francis Pearson*

**Council resolves to**

- Renew membership of Queensland Local Government Mutual (LGM Liability) per invoice 092-104930 and correspondence dated 1 June 2022, effective from 30 June 2022, for the amount of \$224,775.94 (excluding GST) and
- Delegate authority to the Chief Executive Officer in accordance with the *Local Government Act 2009*:
  - o power to approve, finalise and execute all matters associated with or in relation to Queensland Local Government Mutual membership including without limitation any options and/or variations.

**MOTION CARRIED UNANIMOUS**

19. **1:37pm – 1:44pm**

**FINANCE – 2021/2022 Asset Desktop Indexation Results**

Ms Hollie Faithfull, Executive Director Financial Services spoke to the report.

1:38pm - David Baldwin, Executive Director Engineering Services joined the meeting

**RESOLUTION:**

*Move: Cr Francis Pearson; Second: Cr Aven Noah*

Council resolves to:

- a) note the percentage increase movements from the asset desktop indexation review conducted by Jones Lang Lasalle; and
- b) delegate the authority to the Chief Executive Officer in accordance with the Local Government Act 2009 to finalise the 2021/2022 asset desktop indexation review including but not limited to applying the indexation percentages identified

**MOTION CARRIED UNANIMOUS**

20. **1:44pm – 1:48pm**

**FINANCE – Auditor-General's Observation Report on the Interim audit for the year ending 30 June 2022**

Ms Hollie Faithfull, Executive Director Financial Services spoke to the report.

**RESOLUTION:**

*Move: Cr Francis Pearson; Second: Cr Aven Noah*

That Council note the Auditor-General's Observation Report on the interim audit for the year ending 30 June 2022.

**MOTION CARRIED UNANIMOUS**

**Apology – Cr Laurie Nona (Sorry Business)**

- Cr Laurie Nona, Division 5 – Badu

**RESOLUTION:**

*Move: Cr Conwell Tabuai; Second: Cr Torenzo Elisala*

That Council accept the apology of Cr Laurie Nona of the June 2022 Ordinary Meeting.

**MOTION CARRIED UNANIMOUS**

**Apology – Cr Rocky Stephen (Sorry Business) – 29<sup>th</sup> June 2022**

- Cr Rocky Stephen, Division 13 – Ugar

**RESOLUTION:**

*Move: Cr Conwell Tabuai; Second: Cr Aven Noah*

That Council accept the apology of Cr Rocky Stephen for Day 2 of June 2022 Ordinary Meeting.

**MOTION CARRIED UNANIMOUS**

21. 1:48pm – 1:52pm Closing Remarks and Prayer

Mayor Mosby thanked Councillors and Staff for their attendance at today's meeting and invited Deputy Mayor, Cr Getano Lui to close the meeting in prayer.

**MEETING ADJOURNED – 1:52PM**

**COUNCIL ORDINARY MEETING – Day 2**  
**Tuesday, 29<sup>th</sup> June 2022**

**PRESENT:**

Cr Phillemon Mosby, Mayor  
Cr Torenzo Elisala, Division 2 – Dauan  
Cr Conwell Tabuai, Division 3 – Saibai  
Cr Keith Fell, Division 4 – Mabuia  
Cr Lama Trinkoon, Division 6 – Kubin (Arkai), Mua Island  
Cr John Levi, Division 7 – Wug (St Pauls), Mua Island  
Cr Seriako Dorante, Division 8 – Kirriri (Hammond)  
Cr Getano Lui Jnr, Deputy Mayor, Division 9 – Iama (Yam)  
Cr Francis Pearson, Division 11 – Poruma (Coconut)  
Cr Hilda Mosby, Division 12 – Masig (Yorke)  
Cr Aven Noah, Division 15 – Mer (Murray)

**STAFF:**

Mr James William, Chief Executive Officer (CEO)  
Ms Hollie Faithfull, Executive Director, Financial Services (EDFS)  
Mr David Baldwin, Executive Director, Engineering Services (EDES)  
Mr Dawson Sailor, Head of Community Services (HOCS)  
Mr Peter Krebs, Manager Legal Services (MLS)  
Mr Jacob Matysek, Executive Assistant to the Mayor (EA)  
Ms May Mosby, Acting Secretariat Officer (ASO)

**APOLOGIES:**

Cr Dimas Toby, Division 1 – Boigu  
Cr Laurie Nona, Division 5 – Badu  
Cr Kabay Tamu, Division 10 – Warraber (Sue)  
Cr Rocky Stephen, Division 13 – Ugar (Stephen)  
Cr Jimmy Gela, Division 14 – Erub (Darnley)  
Ms Megan Barrett, Executive Director Corporate Services

**COUNCIL ORDINARY MEETING – Day 2**  
**Wednesday 29<sup>th</sup> June 2022**

**22. 9:10am – 9:12am                      Welcome and opening prayer**

Mayor Mosby welcomed everyone to the second day of Council's Ordinary Meeting and completed a roll call to establish a quorum. Mayor Mosby opened the meeting in a word of prayer.

**23. 9:12am – 9:15am                      COUNCIL MOVES INTO CLOSED BUSINESS**

9:15am – Chief Executive Officer joined the meeting.

9:15am – Ms Hollie Faithfull, Executive Director Financial Services left the meeting

9:17am – Ms Hollie Faithfull re-joined the meeting

**RESOLUTION:**

*Move: Cr Aven Noah; Second: Cr Francis Pearson*

That in accordance with Section 254J of the *Local Government Regulation 2012* (Qld) it is resolved for the meeting to go into closed business to discuss matters of the following nature:

(c) local government budget.

(e) legal advice obtained by the local government or legal proceedings involving the local government.

(g) negotiations relating to a commercial matter involving the local government for which a public discussion would be likely to prejudice the interests of the local government.

**MOTION CARRIED UNANIMOUS**

- 24. **BUILDING – CB – Contractual Matter – 13 Map Street, Mabuig**
- 25. **BUILDING – CB – Contractual Matter – 6 Charlies Road, Yorke**
- 26. **BUILDING – CB – Contractual Matter – 104 Gibuma Street, Boigu**
- 27. **BUILDING – CB – BSU Update**
- 28. **FINANCE – CB – Financial Dashboard Report – May 2022**
- 29. **ENGINEERING – CB – Fuel Improvement Program Status Update Report**
- 30. **ENGINEERING – CB – Approve variation to Global Synthetic PO# PEN0005954**
- 31. **ENGINEERING – CB – Approve variation to MAL Engineering PO# PEN0005764**
- 32. **ENGINEERING – CB – Approve amendments to PO#PEN0006150 TSIRC 2021 – 344 Marine Infrastructure Assessment and Upgrade Study**
- 33. **ENGINEERING – CB – Award Tender No. TSIRC 2021-356 DFRA Works (Badu Island)**
- 34. **LEGAL – CB – Vehicle Leasing Agreement – Late**
- 35. **FINANCE – CB – Contract Award – Mer Rural Transaction Centre Demolition**

9:22am – Cr Conwell Tabuai joined the meeting

9:28am – Mr James William, Chief Executive Officer left the meeting

9:30am – Mr James William rejoined the meeting

9:29am – Mayor Mosby left the meeting

9:30am – Mayor Mosby rejoined the meeting

**MORNING TEA 10:20am – 10:43am**

**3:20pm – 3:20pm                      COUNCIL MOVES OUT OF CLOSED BUSINESS AND RESUMES IN OPEN BUSINESS**

**RESOLUTION:**

*Moved: Cr Seriako Dorante; Second: Cr Torenzo Elisala*

**That Council resolves to move out of closed business and resume in open business.**

**MOTION CARRIED UNANIMOUS**

**Resolutions and minutes for noting following closed business:**

24. **11:02am – 11:12am** **BUILDING – CB – Contractual Matter – 13 Map Street Mabuiaq**

**RESOLUTION:**

*Move: Cr Francis Pearson; Second: Cr Torenzo Elisala*

Council resolves to:

1. Submit a tender to the Queensland State Government through the Department of Energy and Public Works- QBuild to carry out various upgrade works at 13 Map Street, Mabuiaq Island (QBFNQ0612UP1) with a tender price of \$316,751.68 excl of GST and
2. delegate to the Chief Executive Officer's submit the tender, enter into contracts, negotiate, finalise and execute any and all matters in relation to this tender.

**MOTION CARRIED UNANIMOUS**

25. **11:12am – 11:22am** **BUILDING – CB – Contractual Matter – 6 Charlies Road, Yorke**

**RESOLUTION:**

*Move: Cr Francis Pearson; Second: Cr Conwell Tabuai*

Council resolves to:

1. Submit a tender to the Queensland State Government through the Department of Housing and Public Works to carry out various upgrade works at 26 Charlies Road, Yorke Island (QBFNQ0613UP1) with a tender price of \$391,886.01 excl of GST and
2. delegate to the Chief Executive Officer's submit the tender, enter into contracts, negotiate, finalise and execute any and all matters in relation to this tender.

**MOTION CARRIED  
AGAINST: Cr Hilda Mosby**

26. **11:22am – 11:26am** **BUILDING – CB – Contractual Matter – 104 Gibuma Street, Boigu**

**RESOLUTION:**

*Move: Cr Conwell Tabuai; Second: Cr Francis Pearson*

Council resolves to:

1. Submit a tender to the Queensland State Government through the Department of Housing and Public Works to carry out various upgrade works at 104 Gibuma Street, Boigu Island (BASFNQ0483BLD3) with a tender price of \$393,974.10 excl of GST and
2. delegate to the Chief Executive Officer's submit the tender, enter into contracts, negotiate, finalise and execute any and all matters in relation to this tender.

**MOTION CARRIED UNANIMOUS**

27. **11:26am – 11:52am** **BUILDING – CB – BSU Update**

**RESOLUTION:**

*Move: Cr John Levi; Second: Cr Lama Trinkoon*

That the Building Services Report for May is noted for the Council Ordinary meeting.

**MOTION CARRIED UNANIMOUS**

- 11:30am – Cr Torenzo Elisala left the meeting  
12:15pm – Cr Torenzo Elisala rejoined the meeting  
11:48am – Cr Francis Pearson left the meeting  
12:30pm – Cr Francis Pearson rejoined the meeting

28. **11:52am – 12:17pm** **FINANCE – CB – Financial Dashboard Report – May 2022**

- 11:53am – Mayor Mosby left the meeting  
11:54am – Mayor Mosby returned to the meeting

**RESOLUTION:**

*Move: Cr Aven Noah; Second: Cr Conwell Tabuai*

That Council receive and endorse the monthly financial statements attached to the officer's report for the 2021-22 year to date, for the period ended 31 May 2022, as required under Section 204 *Local Government Regulation 2012*.

**MOTION CARRIED UNANIMOUS**

29. **9:15am – 9:34am** **ENGINEERING – CB – Fuel Improvement Program Status Update Report**

**RESOLUTION:**

*Move: Cr John Levi; Second: Cr Keith Fell*

That Council notes the report

**MOTION CARRIED UNANIMOUS**

30. **9:34am – 9:45am** **ENGINEERING– CB – Approve variation to Global Synthetic PO #PEN0005954**

**RESOLUTION:**

*Move: Cr Aven Noah; Second: Cr Francis Pearson*

Council resolves:

- Approve variation to Purchase Order PEN0005954 up to the amount of \$247,850.24 excl.  
And
- Pursuant to section 257 of the *Local Government Act 2009*, to delegate to the Chief Executive Officer:
  - o power to make, amend or discharge the Purchase Order PEN0005954; and
  - o power to negotiate, finalise and execute all matters associated with or in relation to this project and contract including without limitation any options and/or variations.

**MOTION CARRIED UNANIMOUS**

9:40am – Cr Lama Trinkoon joined the meeting.

31. **9:45am – 9:54am** **ENGINEERING – CB – Approve variation to MAL Engineering PO#PEN0005764**

**RESOLUTION:**

*Move: Cr Keith Fell; Second: Cr John Levi*

Council resolves t:

- Approve variation to MAL Engineering up to the amount of \$345,000.00 excluding GST.  
and
- Pursuant to section 257 of the *Local Government Act 2009*, to delegate to the Chief Executiv Officer:
  - o power to make, amend or discharge the Purchase Order PEN0005764; and
  - o power to negotiate, finalise and execute all matters associated with or in relation to this project and contract including without limitation any options and/or variations.

**MOTION CARRIED UNANIMOUS**

9:49am – Cr Francis Pearson left the meeting.

9:51am Cr Francis Pearson rejoined the meeting.

32. **9:54am – 10:20am** **ENGINEERING – CB – Approve amendments to PO# PEN0006150 – TSIRC 2021 - 344 Marine Infrastructure Assessment and Upgrade Study**

9:58am – Cr Torenzo Elisala joined the meeting.

**RESOLUTION:**

*Move: Cr Torenzo Elisala; Second: Cr Francis Pearson*

That Council resolves to:

- Approve variation to Purchase Order PEN0006150 to Haskoning Australia Pty Ltd up to the amount of \$320,577.00 (ex GST), accounting for variation of additional works.  
And,
- Delegate power to the Chief Executive Officer, pursuant to section 257 of the *Local Government Act 2009* to:
  - o power to make, amend or discharge the Purchase Order PEN0006150; and
  - o Negotiate, finalise, and execute all matters associated with or in relation to this project, funding and contract including without limitation any options and/or variations as per Council's Procurement and Ethical Sourcing policy.

**MOTION CARRIED UNANIMOUS**

10:20am - Cr Seriako Dorante left the meeting due to another commitment.

11:15am – Cr Seriako Dorante returned: 11:15am.

33. **10:43am – 11:02am** **ENGINEERING – CB – Award Tender No. TSIRC 2021-356 DFRA Works (Badu Island)**

**RESOLUTION:**

*Move: Cr Getano Lui; Second: Cr Aven Noah*

That Council resolves to:

- Subject to funding approvals and finalisation, award the Tender No. TSIRC 2021-356 – Badu Island DRFA Works, Separable Portions A and B, to McMahon Services Pty Ltd for an amount of up to \$1,587,439.84 excl. GST.  
And
- Delegate power to the Chief Executive Officer, pursuant to section 257 of the *Local Government Act 2009* to negotiate, finalise, and execute all matters associated with or in relation to this project and contract including without limitations to any options and/or variations as per Council's procurement and ethical sourcing policy.

**MOTION CARRIED  
AGAINST: Cr Keith Fell**

11:01am – Cr Francis Pearson left the meeting

11:03am – Cr Francis Pearson re-joined the meeting

34. **12:26pm – 3:00pm** **LEGAL – CB – Vehicle Leasing Agreement – Late**

12:37pm – for minute taking purposes, Staff were asked to leave the meeting for closed Council session.

**RESOLUTION:**

*Move: Cr Torenzo Elisala; Second: Cr Conwell Tabuai*

It is recommended that Council resolve:

1. To enter into a Master Lease Agreement (**Master Lease**) with SG Fleet, for the provision of vehicles, plant and equipment to Council;
2. To delegate to the Mayor the power to:
  - a. negotiate, make, sign, amend or discharge the Master Lease;
  - b. negotiate, make, sign, amend or discharge a lease pursuant to the Master Lease for the CEO's vehicle;
3. To delegate to the CEO, the power to negotiate, make, sign, amend or discharge a lease pursuant to the Master Lease for any vehicle, plant and equipment other than the CEO's vehicle.

**MOTION CARRIED UNANIMOUS**

35. 12:18pm – 12:30pm FINANCE – CB - Contract Award – Mer Rural Transaction Centre Demolition

**RESOLUTION:**

*Move: Cr Aven Noah Second: Cr John Levi*

Council resolves to

- Award contract 2022\_15\_121542 – Mer Rural Transaction Centre (RTC) Demolition to Paul Ware Constructions Pty Ltd for the amount of \$ 467,700.00 excluding GST.
- and
- Delegate authority to the Chief Executive Officer in accordance with the *Local Government Act 2009*:
    - power to make, amend or discharge the Standard Terms and Conditions – Work Order; and
    - power to negotiate, finalise and execute any and all matters associated with or in relation to this project and contract including without limitation any options and/or variations.

**MOTION CARRIED UNANIMOUS**

For minute taking purposes, acknowledgement and gratitude were given to the Cowley family.

**LUNCH 12:38pm – 2:29pm**

36. 2:29pm – 2:32pm FINANCE – 2022-23 Register of Fees and Charges

Ms Hollie Faithfull, Executive Director Financial Services spoke to the report in regards to Council's register of fees and charges to be adopted for 2022-2023 Financial Year.

**RESOLUTION:**

*Move: Cr Francis Pearson; Second: Cr Aven Noah*

- I. That Council resolves to:
- a. pursuant to Section 97(1) of the Local Government Act 2009, fix the cost-recovery fees set out in the attached 2022/23 Fees and Charges Schedule;
  - b. fix all other fees and charges set out in the attached 2022/23 Fees and Charges Schedule;
  - c. adopt the 2022/23 Fees and Charges Schedule;

**MOTION CARRIED UNANIMOUS**

37. 2:32pm – 2:36pm CORPORATE - Torres Cape Indigenous Alliance Membership - Late

Mr James William, Chief Executive Officer spoke to the report with regards to re-joining TCICA.

**RESOLUTION:**

*Move: Cr Tabuai; Second; Cr Elisala*

It is recommended Council resolves to:

1. Re-join the Torres Cape Indigenous Council Alliance (TCICA) Inc in accordance with the *Local Government Act 2009* (Qld), *Local Government Regulation 2012* (Qld) and both the Torres Cape Indigenous Council Alliance (TCICA) Inc Rules and Charter.
2. Pursuant to Section 236, of the *Local Government Act 2009* (Qld), delegate to the CEO the power to negotiate, make, sign, amend or discharge any agreement with Torres Cape Indigenous Council Alliance Inc and to make payment of the appropriate annual contribution fee and any other future recurring fees within delegation.

**MOTION CARRIED UNANIMOUS**

38. 2:36pm – 2:36pm Business Arising from Information Reports

Mayor Mosby gave an opportunity for Councillors to raise any matters in the Information Reports.

39. 2:37pm – 2.37pm Next Council Meeting Date – 19<sup>th</sup> and 20<sup>th</sup> July 2022 – Mabuiaq

40. 2:38pm – 3:20pm Strategic Matters

**August 23 Celebrations – Masig:**

Mayor Mosby advised the Council meeting scheduled to mark the 85<sup>th</sup> Annivesary of the First Council will still going ahead at Masig.

The Chief Executive Offier provided an update on the planning of the celebrations and of Ministers able to attend. CEO advised that to run the event we need the support of TSRA.

**Cr Aven Noah:**

Brought to the attention of TSIRC a letter sent from the Mabo family to him and various local organisation requesting that consent must be obtained from the family before entering the resting place of the late Eddie Koiki Mabo. This applies to all staff, visitors and contractors. Cr Aven Noah to forward the email to the Manager Legal Services, Mr Peter Krebs to provide further advice on the matter.

**Cr Seriako Dorante:**

Asked to be provided with an update on the engineering position on Hammond. Mr David Baldwin, Executive Director Engineering Services advised that the matter has been referred to the Chief Executive Officer and that CEO will provide an update to Cr Dorante.

**ACTION: That the Chief Executive Officer provide an update to Cr Dorante as an organisational matter approach.**

**Cr Getano Lui:**

Expanding the role and responsibilities of Divisional Managers due to lack of accountability.

**Cr Keith Fell:**

Raised issues that were discussed recently in the Housing and Safe and Healthy Communities Committee to be put forward at the next Ordinary Meeting. Issues discussed were around food security and the committee has asked that we extend an invitation to CEQ to do a presentation to the full Council to look at what their plans are moving forward with the high cost of living. Another issue flagged were face to face opportunities on other communities.

Final matter of discussions were priority issues for each standing committee to bring a paper to the Ordinary Meeting. The Chairs can present the papers under discussions of priority topics. identify through the full Council of the priority subjects and important issues we talk about and deliver the paper to the full council including executives sitting on those portfolios.

Hammond Island Health Centre – supporting Cr Dorante getting a health centre on Hammond. Hoping to continue to push as an ongoing agenda item.

41. 3:20pm – 3:24pm Closing Remarks and Prayer

Mayor Mosby thanked Councillors and Executive Staff for their support, leadership, participation and engagement over the last two days and asked everyone to be upstanding and invited Cr Keith Fell to close the meeting in a word of prayer.

**MEETING CLOSED – 3:24PM**

.....  
Mr James William  
Chief Executive Officer  
Torres Strait Island Regional Council  
Date:

.....  
Cr Phillemon Mosby  
Mayor  
Torres Strait Island Regional Council  
Date:



# Draft Minutes

TORRES STRAIT ISLAND REGIONAL COUNCIL

## SPECIAL MEETING

June 2022

Thursday, 23<sup>rd</sup> June 2022, 3:09pm – 3:46pm

Video Conference

**COUNCIL SPECIAL MEETING**  
**Thursday 23<sup>rd</sup> June 2022**

**PRESENT**

Cr Phillemon Mosby, Mayor  
Cr Torenzo Elisala Division 2, Dauan  
Cr Conwell Tabuai, Division 3, Saibai  
Cr Keith Fell, Division 4, Mabuiag  
Cr Laurie Nona, Division 5, Badu  
Cr Lama Trinkoon, Division 6, Kubin  
Cr John Levi, Division 7, Wug (St Pauls), Mua Island  
Cr Seriako Dorante, Division 8, Hammond  
Cr Kabay Tamu, Division 10, Warraber  
Cr Francis Pearson, Division 11, Poruma (Coconut)  
Cr Rocky Stephen, Division 13, Ugar

**STAFF:**

Mr James William, Chief Executive Officer (CEO)  
Mr Peter Krebs – Manager Legal Services (MLS)  
Mr Dawson Sailor, Head of Community Services  
Mrs Ursula Nai, Senior Executive Assistant to the CEO (SEA)  
Mr Jacob Matysek, Executive Assistant to the Mayor (EA)  
Ms May Mosby, Acting Secretariat Officer (aSO)

**APOLOGIES**

Ms Hollie Faithfull, Executive Director Financial Services (EDFS)  
Cr Dimas Toby, Division 1, Boigu  
Cr Jimmy Gela, Division 14, Erub (Darnley)  
Mr David Baldwin, Executive Director Engineering Services (EDES)  
Ms Megan Barrett – Executive Director Corporate Services (EDCS)  
Cr Getano Lui, Deputy Mayor, Division 9, Iama (Yam)

**COUNCIL ORDINARY MEETING**

**Thursday 23<sup>rd</sup> June 2022**

**Agenda Items:**

1. **3:09pm – 3:10pm**                      **Welcome and Opening Remarks**

Mayor Mosby welcomed Councillors and Staff to the meeting and acknowledged:

- Our Heavenly Father for his awesome wisdom, knowledge and understanding
- Elders' past, present and emerging and Traditional Owners across the length and breadth of Zenadth Kes including from all offices we are dialling in from
- Families in mourning, especially remembering the families at Top Western of Boigu.

Mayor Mosby invited Cr Keith Fell to open the meeting in a word of prayer.

2. **3:10pm – 3:10pm**                      **Apologies**

**RESOLUTION:**

*Moved: Cr Torenzo Elisala; Second: Cr Lama Trinkoon*

**That Council accepts the apologies of Cr Dimas Toby; Cr Jimmy Gela and Deputy Mayor, Cr Getano Lui for June's 2022 Special Meeting.**

**MOTION CARRIED UNANIMOUS**

3. **3:10pm – 3:11pm**                      **Declaration of Conflict of Interest (COI) (Prescribed and Declarable**

No declarations were made by Councillors. Mayor Mosby encouraged Councillors to make a declaration at any time during the meeting.

4. **3:11pm – 3:11pm**                      **COUNCIL MOVE INTO CLOSED BUSINESS**

**RESOLUTION:**

*Moved: Cr Francis Pearson; Second: Cr Lama Trinkoon*

**That in accordance with Section 254J of the Local Government Regulation 2012 (Qld) it is resolved for the meeting to go into closed business to discuss matters of the following nature:**

- (e) legal advice obtained by the local government or legal proceeding involving the local government.
- (g) negotiations relating to a commercial matter involving the local government for which a public discussion would be likely to prejudice the interests of the local government.

**MOTION CARRIED UNANIMOUS**

- CEO – CB – Interchange Agreement with Department of Energy And Public Works

3:23pm - Cr Kabay Tamu left the meeting.

6. **3:23pm – 3:23pm** **COUNCIL MOVE OUT OF CLOSED BUSINESS AND RESUMES IN OPEN BUSINESS**

**RESOLUTION:**

*Moved: Cr Keith Fell; Second: Cr Francis Pearson*

**That Council resolves to move out of closed business and resume in open business.**

**MOTION CARRIED UNANIMOUS**

**Resolution and minutes for noting following closed business**

5, **CEO – CB – Interchange Agreement with Department of Energy and Public Works**

**Resolution:**

*Move: Cr Keith Fell; Second: Cr John Levi*

It is recommended that Council resolve:

1. To enter into an interchange agreement pursuant to Section 184 of the *Public Service Act 2008*(Qld) with the Department of Energy and Public Works; and
2. Pursuant to Sections 236 and 257 of the *Local Government Act 2009* (Qld), to delegate to the CEO the power to negotiate, make, sign, amend or discharge an interchange agreement without limitation.

**MOTION CARRIED UNANIMOUS**

7. **3:23pm – 3:45pm** **COMMUNITY - Department of Health Deed of Variation**

Dawson spoke to the report. The purpose of the report is to seek Council resolution to execute funding agreement 4-7SY55KL with Department of Health for 2022-23 financial year. The Agreement allows continuation of Home and Community Care (HACC) services in Councils' local government area.

3:30pm – Cr Nona joined the meeting.

3:34pm – Cr Tabuai joined the meeting

**RESOLUTION:**

*Move: Cr Keith Fell; Second: Cr Francis Pearson*

Council resolves to

- Approve Deed of Variation 4-7SY55KL with Department of Health and
- Delegate authority to the Chief Executive Officer under the provisions of the *Local Government Act 2009*:
  - power to make, amend or charge the funding agreement; and
  - power to negotiate, finalise and executive any and all matters associated in relation to this funding agreement, without limitation any options and/or variations.

**MOTION CARRIED UNANIMOUS**

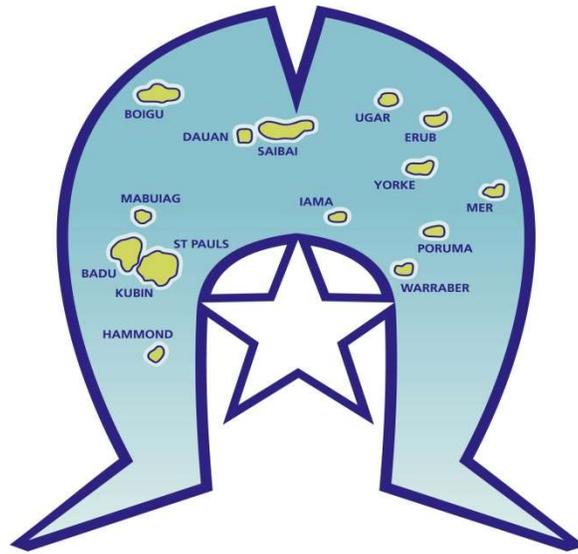
8. **3:45pm – 3:46pm**                      **Closing Remarks and Prayer**

Mayor Mosby thanked Councillors and Staff for their time and attendance at the Special Meeting and invited Cr John Levi to close the meeting in a word of prayer.

**MEETING CLOSED - 3:46PM**

.....  
Mr James William  
Chief Executive Officer  
Torres Strait Island Regional Council  
Date:

.....  
Cr Phillemon Mosby  
Mayor  
Torres Strait Island Regional Council  
Date:



**Torres Strait Island**  
REGIONAL COUNCIL

# Draft Minutes

HOUSING AND SAFE AND HEALTHY COMMUNITIES  
COMMITTEE

Date: Monday, 20<sup>th</sup> June 2022

Time: 10:04am to 12:01pm

Venue: Video Conference

**PRESENT:**

Cr Keith Fell – Chair – Division 4, Mabuiag  
Cr John Levi – Division 7, St Paul's  
Cr Francis Pearson – Division 11, Poruma

**STAFF:**

Mr Peter Krebs, Manager Legal Services  
Mr Dawson Sailor, Head of Community Services  
Ms May Mosby, Acting Secretariat Officer

**APOLOGIES:**

Nil

**1. Welcome (Chair)**

Cr Keith Fell welcomed everyone to the meeting and invited Cr John Levi to open the meeting in a word of prayer. Cr Keith Fell also acknowledged our Heavenly father first and foremost and our TO's including ourselves that are sitting in communities and those on the mainland.

**2. Opening Prayer**

Cr John Levi opened the meeting in a word of prayer at 10:04am.

**3. Apologies**

Nil

**4. Declaration of Conflict of Interest (COI) (Prescribed and Declarable)**

No Declarations made.

**5. Noting of previous Ratified Minutes – Housing and Safe and Healthy Communities**

- 3<sup>rd</sup> February 2022 (Ratified at February's 2022 Ordinary Meeting)

**RESOLUTION:**

*Moved: Cr John Levi; Second: Cr Francis Pearson*

**That the Committee notes the Minutes of the meeting held on 3<sup>rd</sup> February 2022 as true and accurate account of that meeting.**

**MOTION CARRIED UNANIMOUS**

**6. Action Items List**

Cr Keith Fell spoke on the outstanding action items register and brought up the following:

**Lighting situation in Cr Levi's division:**

Cr Levi advised that at the budget meeting in Cairns, \$250k was captured for lighting so there is some movement in that space which he is happy about as this is not only a hazard to the horses but also to the general community when they are out and about at night.

**Caravans:**

Update on the caravans. This was brought up in February. Where that is at? Dawson to provide an update once he comes online.

Cr Fell advised he had a conversation with Dawson previously on how we can get our concerns as a committee up to the full council around important issues that are raised in in the committee meetings, concerns such as the lighting issue in all communities more so, St Paul's because of horses and because of the general public not having enough lighting at night walking around the community.

Cr Fell feels that when matters are raised, they are not put as priority. He has suggested that matters of concerns of priority are raised by the committee be put on paper and present directly to the full council and that he would present as Chair with the Committee's support.

10:10am – Mr Dawson Sailor, Head of Community Services joined the meeting.

Dawson advised he is of the same view as what has been discussed to escalate the issues and maintain the importance of those issues.

### **Housing:**

Cr Fell asked about inventory of Housing where all the asbestos and vacant homes, where the Katter leases are in particular at Mer and asked Dawson to follow up. Dawson advised that this was passed on to the Manager Housing at the time back in February however the Manager Housing left in March.

Dawson further stated that in the new financial year one of operational objects for the Housing Team is to fill those vacant properties. Need to map out across the region where those vacant properties are whether they are social or private homes.

**ACTION: That the Head of Community Services follow up with the Housing team regarding an inventory of vacant and asbestos homes across the region.**

### **Healthy Lifestyle Officers:**

Cr Fell spoke to this topic regarding the Healthy Lifestyle Officers. As at the end of June, the Healthy Lifestyle Officers will go back to working 20 hours a fortnight again which is not helping our communities keeping healthy and active. How do we deal with this moving forward? We need to source funding to keep our HLO's on and the hours they need to be working to keep our communities active and healthy. The programs they run within the school, after school, holiday programs, 4 hours a day is not enough.

Dawson advised the HLO's hours of work are 14 hours a week Monday to Thursday but can spread out their hours which will start again on the 1<sup>st</sup> of July. Their funding comes from National Indigenous Australians Agency (NIAA) and NIAA have extended the agreement to another 12 months from July this year to June 2023 next year hence the importance of them running programs on the island to justify more funding for them. Going into the new financial year we will need to look at doing programs differently and how we roll out the programs instead of continually doing the same programs.

Cr Levi suggested options of a set recurrently funded program through TSRA similar to Rangers.

### **Terms of Reference:**

Cr Fell spoke on this topic to look at the important priorities that we discuss in our committee meetings and take those dot points, put on paper and present to full councils. For example, houses which sits in the Terms of Reference, so it feeds from the committee to the executive to full Council.

**7. Standing Agenda Item:**

Head of Community Services - Housing Authority (verbal)  
Mr Dawson Sailor, Head of Community Services spoke to this topic.

**8. Native Title – Verbal**

Cr Fell spoke to this topic and advised the reason for putting this on the agenda is that Native Title has been identified in our corporate plan of 2020-2025 and will come up in housing moving forward hence the reason for having the Manager Legal Services attend today for his advice on the matter. Native title is creating a barrier for works to go forward with engineering and housing due to native title issues.

Peter advised he contacted John Conroy to talk about the 14-15m social housing project and invite him to attend the committee meeting today but he has extended his apologies as he was flying up to Thursday Island. Peter spoke further on the topic. To alleviate overcrowding extensions or plugins are often used in social houses, they are the easiest ones to get through native title as most of the islands now have their own regional infrastructure ILUA in place, and to comply with the Native Title Act is to issue a final project notice and that's it. There's no avenue to oppose it, however, if we want to build a completely new house this will require a social housing ILUA to negotiate.

Further discussions took place on this topic.

**9. Housing (14.3m) – Verbal**

Cr Fell enquired as to where we're at with this matter.  
Dawson advised that Council will get the funding agreement in June's OM to accept the funding agreement. Initial project planning were underway but consultation with councillors will need to occur again by BSU and Housing team to reconfirm allocations.

**10. Katter Leases – Verbal**

Cr Keith Fell invited Mr Peter Krebs, Manager Legal Services to speak on this topic.  
Peter advised that, to date, there are 42 entitlements to a Katter lease that are still being processed. The Katter lease program is going to be finalised by June 2023. The reason being that DATSIP trying its best to resolve all outstanding Katter leases.  
Also with the Katter leases are the home ownership programs. When people get the Katter lease granted, they get the house for free as well but to note, in 5 years' time everybody who has a house will not be able to use a blue phone for maintenance, rather it would be their responsibility.

Further discussions took place on this topic.

**ACTION: That the Head of Community Services to create a paper to go for full council with all these key priorities for the July or August OM.**

**ACTION:** That the Head of Community Services to send out action items to Committee to initiate at the next OM.

**11. Animal Management – Verbal**

Mr Dawson Sailor spoke further on this topic regarding animal management. At the last OM and Council Workshop there were a lot of concerns put across by Councillors regarding dog control issues. Suggestions were put forward by councillors to address the issues. Dawson had a one on one with the Manager of Environment and Health, Mr Ewan Gunn in Cairns following the workshop.

The Environmental Health Workers were in Cairns recently for a workshop on healthy housing projects, looked at waste management. Had some Divisional Engineering Officers attend the workshop. All round productive conversations were had around their roles and responsibilities. Concerns around animal management were raised. Dawson advised that himself and Ewan are to catch up with the Senior Environmental Health Workers this week to unpack some of the plans moving forward about addressing animal management and increasing our visibility in each Division by getting the EHW to work together with the Divisional Manager (DM) and Councillor to have an information session. Horse management were brought up as well as a hot topic.

The two Environmental Health Workers on St Paul's, Stephanie Pabai and Ezra Kris, will put together some information together and have a community information session and provide feedback back to Ewan and Dawson. Dawson and Ewan have also reached out to TSRA for funding in the new year and the CEO's meeting with the Dept of Environment and Science. Ewan will put together a letter outlining the issues with horse management for them to fund a program.

**ACTION:** Head of Community Services to pursue potential funding for feral horses and provide update to Cr Levi and Committee.

**ACTION:** Head of Community Services to keep Committee updated on progress of refreshed Animal Management program.

**12. Healthy Community (HLO's) – Verbal**

Discussed earlier in Agenda Item 6

**13. Food Security – Verbal**

Cr Keith Fell spoke on this topic regarding food prices.

Suggested that we invite CEQ to come and talk to council to talk about food security into the future. Spoken to Fred Gela about this and suggested they do a presentation to council what their mitigations are on keeping the prices down on food.

**ACTION:** That the committee invite CEQ to present to July Council Ordinary Meeting in relation to food security moving forward.

**14. Hammond Health Centre – Verbal**

Cr Fell spoke to this topic and asked Manager Legal Services to provide an update on the advice from Cr Seriako Dorante.

Mr Peter Krebs, Manager Legal Services advised that he has not received any response since sending the letter to the Minister. This topic came about after a deputation on Hammond Island last year. A letter was done asking for an IBIS store and Health Centre on Hammond however no response had been received.

**ACTION: Manager Legal Services to follow up and provide feedback to Cr Seriako Dorante at the June or July Ordinary Meeting regarding Hammond Health Centre.**

Cr Fell asked to keep this matter as a Standing Agenda Item to keep our fingers on the pulse.

**ACTION: That Head of Community Services to raise this matter at the Executive Leadership Team meeting.**

**15. General/ Other Business (on notice)**

Cr Keith Fell:

- Propose reconfigure face to face Ordinary meetings for Committee. Face to face for in depth conversations on issues relating to each committee.
- Look at the Terms of Reference. Brainstorming these ideas of how we can move Katter leases forward or support animal management and native title and what the terms of reference would look like. Have that conversation around at next year's budget.
- Push that service audit of the region we really need to identify what's working in those social services areas and why if not working.

Cr John Levi:

- Also raised the Terms of Reference.

**16. Next meeting date**

8<sup>th</sup> September 2022

**17. Closing Prayer**

Cr Keith Fell thanked the Committee Members and administration staff for their attendance and invited Cr Francis Pearson to close the meeting in a word of prayer

**MEETING CLOSED - 12:01PM**

.....  
Mr James William  
Chief Executive Officer  
Torres Strait Island Regional Council  
Date:

.....  
Cr Phillemon Mosby  
Mayor  
Torres Strait Island Regional Council  
Date:

**STATEGIC AND OPERATIONAL ACTIONS FROM ORDINARY MEETING AND EXECUTIVE - PLUS OPERATIONAL ACTIONS ONLY FROM SARG TO BE INPUT ONTO THIS DOCUMENT #85075**

Date	Month of Meeting	Year	Type of Meeting	Community	Agenda Report	Action	Lead Officer	Advisory Officer	Budget	PI	Lead Officer Comments	ETA
28	June	2022	Ordinary	VC	CORPORATE - Policy Matter - Councillor Remuneration, Reimbursement and Facilities Provision Policy	That the Chief Executive Officer write to the Local Government Remuneration Tribunal to advocate for increase remuneration for Councillors.	Chief Executive Officer				In progress	
28	June	2022	Ordinary	VC	Review of Draft Minutes of Day 2 Ordinary Meeting - 17 May 2022	Secretariat to add lighting of fire and burning of rubbish at the tip site in Cr Dorante's Business arising matters.	Secretariat				Draft OM Minutes of Day 2 Ordinary Meeting on 17th May 2022 amended. Completed	



# TORRES STRAIT ISLAND REGIONAL COUNCIL

## AGENDA REPORT

<b>ORDINARY MEETING:</b>	July 2022
<b>DATE:</b>	19 <sup>th</sup> & 20 <sup>th</sup> July 2022
<b>ITEM:</b>	Agenda Report
<b>SUBJECT:</b>	Funding Acquisition Report
<b>AUTHOR:</b>	Melissa Wright - Acting Manager Enterprise Development & Delivery

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### **Recommendation:**

That Council resolves to note this report and its content.

### **Executive Summary:**

This report provides an update on and summary of Council's recent grant acquisition activities.

### **New Agreements/Variations:**

The following is a list of all new agreements and/or variations that were executed during the month of June 2022 within the Chief Executive Officer's financial delegation limit of \$1,000,000 as per Council's Strategic External Grant Funding Policy:

- Department of Health  
Aged Care Services  
\$439,579.86
- Torres Strait Regional Authority  
Dauan Island Multipurpose Court Project  
\$600,254.67
- Department of Infrastructure, Transport, Regional Development and Communications  
Local Roads and Community Infrastructure  
\$388,576
- Queensland Reconstruction Authority  
Get Ready Queensland Program  
\$10,000
- Department of Veterans Affairs  
Anzac Memorial Board – Erub Island  
\$10,000
- National Indigenous Australians Agency (NIAA)  
Safety & Wellbeing Program 22/23  
\$350,000
- Local Fare Scheme

The following is a list of all new agreements that were executed during the month of June 2022, that were outside the Chief Executive Officer's financial delegation limit of \$1,000,000 but had received formal resolution through a Council Ordinary Meeting.

- Department of Communities, Housing and Digital Economy  
Forward Remote Capital Program  
Value \$14,427,863 (incl. GST)
- Queensland Health  
Torres Strait Islander Public Health Program  
Value \$13,323,268 (excl. GST)

### Current Application Status Report:

The following table highlights all funding applied for during this financial year, including details on their outcomes and a status report on all unsuccessful and long-term pending applications. Please note, the reporting period is for the fiscal year to align with Council's budget and projected forecasts.

Funding Stream	Value	Project Details	Date of Application	Outcome	Current Status Report
<i>Reporting period - 1 July 2021 – 30 June 2022</i>					
<i>Department of Education – Community Child Care Funding</i>	<i>\$95,000</i>	<i>Additional sustainability funding for the Aragon Child Care Centre</i>	<i>June 2022</i>	<i>Successful</i>	
<i>Department of Health – Aged Care Services</i>	<i>\$439,579.86</i>	<i>Continuation of Aged Care Services</i>	<i>June 2022</i>	<i>Successful</i>	
<i>Building our Regions Round 6 – Warraber Sewer Replacement – Formal Application</i>	<i>\$1,875,000</i>	<i>Replacement of sewer Pumpstation 1 on Warraber Island</i>	<i>17<sup>th</sup> May 2022</i>	<i>Pending</i>	<i>The outcome of this funding is expected by August 2022</i>
<i>Building our Regions Round 6 – Badu &amp; Mabuig Water Network Management – Formal Application</i>	<i>\$280,000</i>	<i>Implementation of smartmeters and additional valving into water network</i>	<i>17<sup>th</sup> May 2022</i>	<i>Pending</i>	<i>The outcome of this funding is expected by August 2022</i>
<i>Building our Regions Round 6 – Badu Reservoir Main – formal Application</i>	<i>\$500,000</i>	<i>Construction of a new section of water main from the reservoir to the town network – Badu</i>	<i>17<sup>th</sup> May 2022</i>	<i>Pending</i>	<i>The outcome of this funding is expected by August 2022</i>
<i>Qld Resilience &amp; Risk Reduction Fund – Formal Application</i>	<i>\$290,000</i>	<i>Employment of a Coastal Hazard Resilience Officer</i>	<i>16<sup>th</sup> May 2022</i>	<i>Pending</i>	<i>The outcome of this funding is expected by August 2022</i>

Funding Stream	Value	Project Details	Date of Application	Outcome	Current Status Report
TSRA – Dauan Island Multipurpose Court	\$600,254.67	Additional funding request to complete the Dauan Island Multipurpose Court Project, jointly funded by Sport & Rec	May 2022	Successful	
Enhancing Local Government Biosecurity Capacity in FNQ	\$115,000	Sustainability Biosecurity Project – Employment of 2 FTE Sustainability Biosecurity Officers to implement the Waste and Material Biosecurity Management Plan	14 <sup>th</sup> May 2022	Pending	The outcome of this funding is expected by August 2022
Department of Education – Community Child Care Funding	\$555,000	Continuation of funding for both Aragon Child Care and Hammond After School Care	April 2022	Successful	
ATSI Transport Infrastructure Development Scheme	\$280,000	Erub Island Aerodrome Safety Improvement Project	April 2022	Successful	
TSRA – Tourism Officer and Events Coordinator	\$862,500	Application for continuation of funding to support the Tourism Officer and Events Coordinator positions	29 <sup>th</sup> April 2022	Unsuccessful	Refer to Feedback Table below
National Indigenous Australian's Agency	\$350,000	Application for continuation of funding to support the Healthy Lifestyle Officers –1 year program extension.	April 2022	Successful	
Queensland Health – ATSI Public Health Program	\$13,323,268	Application for continuation of funding to continue Environmental Health Program	April 2022	Successful	
Department of Sport & Rec	\$225,000	Application for continuation of funding to deliver the Sport & Rec program	April 2022	Successful	
University of Sydney	\$55,000	Service Learning in Indigenous Communities (SLIC) Program	22 <sup>nd</sup> March 2022	Successful	
Local Government Grants and Subsidies Program	\$1,200,000	Fuel infrastructure upgrade for Poruma, Hammond and Dauan Islands	18 <sup>th</sup> March 2022	Successful	
Local Government Grants and Subsidies Program	\$497,192	Upgrade of internet infrastructure from copper to satellite.	18 <sup>th</sup> March 2022	Unsuccessful	Due to a heavily oversubscribed program only our 1 <sup>st</sup> preference was successful.

Funding Stream	Value	Project Details	Date of Application	Outcome	Current Status Report
Remote Aerodrome Upgrade Programme	\$2,154,557	Upgrade of the York Island Aerodrome helicopter designated apron area†	17 <sup>th</sup> March 2022	Pending	The outcome of this funding is expected by August 2022
DESE – Community Child Care Funding	\$18,000	Structural Report and QS Completed for the Aragon Child Care Centre Building	16 <sup>th</sup> February 2022	Successful	
Qld Resilience & Risk Reduction Fund – EOI	\$295,000	HF Radio Network Expansion	21 <sup>st</sup> February 2022	Unsuccessful	Due to a heavily oversubscribed program, only our 1 <sup>st</sup> preference was selected to proceed to a formal application stage.
Qld Resilience & Risk Reduction Fund – EOI	\$2,000,000	Purchase and installation of backup generators for disaster coordination centres	18 <sup>th</sup> February 2022	Unsuccessful	
Qld Resilience & Risk Reduction Fund - EOI	\$265,000	Employment of a Coastal Hazard Resilience Officer	18 <sup>th</sup> February 2022	Invited to submit a formal application	
Saluting Their Service Commemorative Grant	\$10,000	Installation of a Defence Force Memorial on Erub Island	9 <sup>th</sup> February 2022	Successful	
Regional & Remote Recycling Modernisation Fund	\$517,550	Development and implementation of a pilot program on Warraber Island to effectively manage recyclable materials and reduce landfill.	25 <sup>th</sup> January 2022	Pending	The outcome of this funding is expected by June 2022
QRA – Disaster Recovery Funding Arrangements - #21	\$1,541,588.54	Reconstruction of essential public assets, Tropical Low 24-30 January 2021 event. DRFA Various Islands.	December	Successful	
Building our Regions Round 6 – Reservoir Roads Design	\$275,000	Development of detailed engineering plans for all-weather access roads to reservoirs at Hammond, Badu, Mabuig, lama and Mer	21 <sup>st</sup> December 2021	Unsuccessful	
Building our Regions Round 6 – lama Drinking Water Lagoon Study	\$175,000	Feasibility study for new water storage lagoon on lama Island	21 <sup>st</sup> December 2021	Successful	
Building our Regions Round 6 – St Pauls Ladyhill Rd Drainage Design	\$85,000	Detailed drainage design and engineering report for Ladyhill Road on St Pauls	21 <sup>st</sup> December 2021	Successful	

<b>Funding Stream</b>	<b>Value</b>	<b>Project Details</b>	<b>Date of Application</b>	<b>Outcome</b>	<b>Current Status Report</b>
<i>Building our Regions Round 6 – Warraber Sewer Replacement -EOI</i>	<i>\$1,875,000</i>	<i>Replacement of sewer Pumpstation 1 on Warraber Island</i>	<i>23<sup>rd</sup> November 2021</i>	<i>Invited to submit a formal application</i>	
<i>Building our Regions Round 6 – Badu Reservoir Main – EOI</i>	<i>\$350,000</i>	<i>Construction of a new section of water main from the reservoir to the town network – Badu</i>	<i>23<sup>rd</sup> November 2021</i>	<i>Invited to submit a formal application</i>	
<i>Building our Regions Round 6 – Badu &amp; Mabuig Water Network Management – EOI</i>	<i>\$280,000</i>	<i>Implementation of smartmeters and additional valving into water network</i>	<i>23<sup>rd</sup> November 2021</i>	<i>Invited to submit a formal application</i>	
<i>QRA – Disaster Recovery Funding Arrangements - #16</i>	<i>\$2,241,893.17</i>	<i>Reconstruction of essential public assets, Tropical Low 24-30 January 2021 event. Badu Island</i>	<i>November 2021</i>	<i>Successful</i>	
<i>QRA – Disaster Recovery Funding Arrangements - #18</i>	<i>\$740,652.25</i>	<i>Reconstruction of essential public assets, Tropical Low 24-30 January 2021 event. Hammond Island</i>	<i>November 2021</i>	<i>Successful</i>	
<i>QRA – Disaster Recovery Funding Arrangements - #19</i>	<i>\$209,551.66</i>	<i>Reconstruction of essential public assets, Tropical Low 24-30 January 2021 event. Ugar Island.</i>	<i>November 2021</i>	<i>Successful</i>	
<i>QRA – Disaster Recovery Funding Arrangements - #17</i>	<i>\$2,992,809.20</i>	<i>Reconstruction of essential public assets, Tropical Low 24-30 January 2021 event. Various Roads.</i>	<i>November 2021</i>	<i>Successful</i>	
<i>LRCI Phase 3</i>	<i>\$388,576</i>	<i>Upgrade of Dauan Helipad Road</i>	<i>22<sup>nd</sup> November 2021</i>	<i>Successful</i>	
<i>State Government Financial Aid</i>	<i>\$7,393,000</i>	<i>Recurring annual funding to assist local governments with operational costs</i>	<i>N/A</i>	<i>N/A</i>	
<i>Revenue Replacement Program</i>	<i>\$546,200</i>	<i>Recurring annual funding for Indigenous Councils that handed over profitable liquor licences</i>	<i>N/A</i>	<i>N/A</i>	

Funding Stream	Value	Project Details	Date of Application	Outcome	Current Status Report
LGAQ QCoast2100 2.0	\$247,500	Funding to complete phases 6-8 of the Coastal Hazard Adaption Strategy	5 <sup>th</sup> November 2021	Successful	
Indigenous Language Grants	\$20,000	Development of Environmental Health Material and other Community Messages using Torres Strait Language. The media will include posters, prints, and videography.	15 <sup>th</sup> October 2021	Unsuccessful	
Queensland Reconstruction Authority - #20	\$67,554	Design of Dauan Island Western Reservoir Road.	August 21	Successful	
State Library of Qld	\$17,000	Extension of funding for a further one-year period.	5 <sup>th</sup> July 21	Successful	
Department of Housing and Public Works	\$14,427,863	Housing Improvement Plan	Sept 21	Successful	
Dept. Sport & Rec	\$225,000	Funding to increase HLO's hours to deliver a fitness program under the direction of a qualified Personal Trainer	July 21	Successful	

<b>Total Amount Applied for between 1 July 2021 and 30 June 2022</b>
<b>\$55,837,098.40</b>

<b>Total Amount Successful between 1 July 2021 and 30 June 2022</b>	
Building Services	\$15,028,117.70
Engineering	\$10,170,124.80
Community Services	\$15,312,847.90
Business Services	\$7,393,000.00
Executive	\$546,200.00
<b>Combined Total</b>	<b>\$48,450,290.40</b>

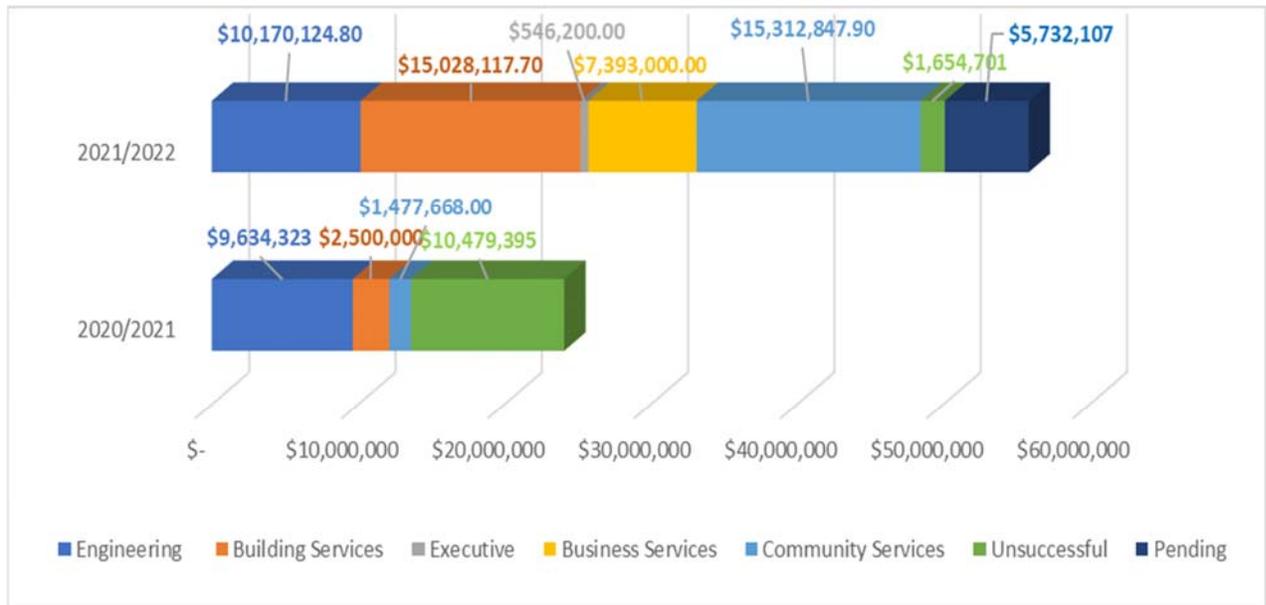
**Feedback Received on Unsuccessful Applications:**

The below table provides a summary on the feedback received for unsuccessful funding notifications during the reporting period.

Project	Value	Date	Feedback Received
Tourism Officer & Events Coordinator	\$862,500	26 <sup>th</sup> May 2022	Feedback received from the TSRA on their decision to end the Tourism Officer and Events Coordinator Funding was that the program had been funded for over 5 years, and there had not been sufficient progress throughout this period to warrant a continuation. The TSRA did acknowledge that the current Tourism Officer and Events Coordinators were a pleasure to work with and were starting to achieve results, however this was not enough to continue such a substantial investment.

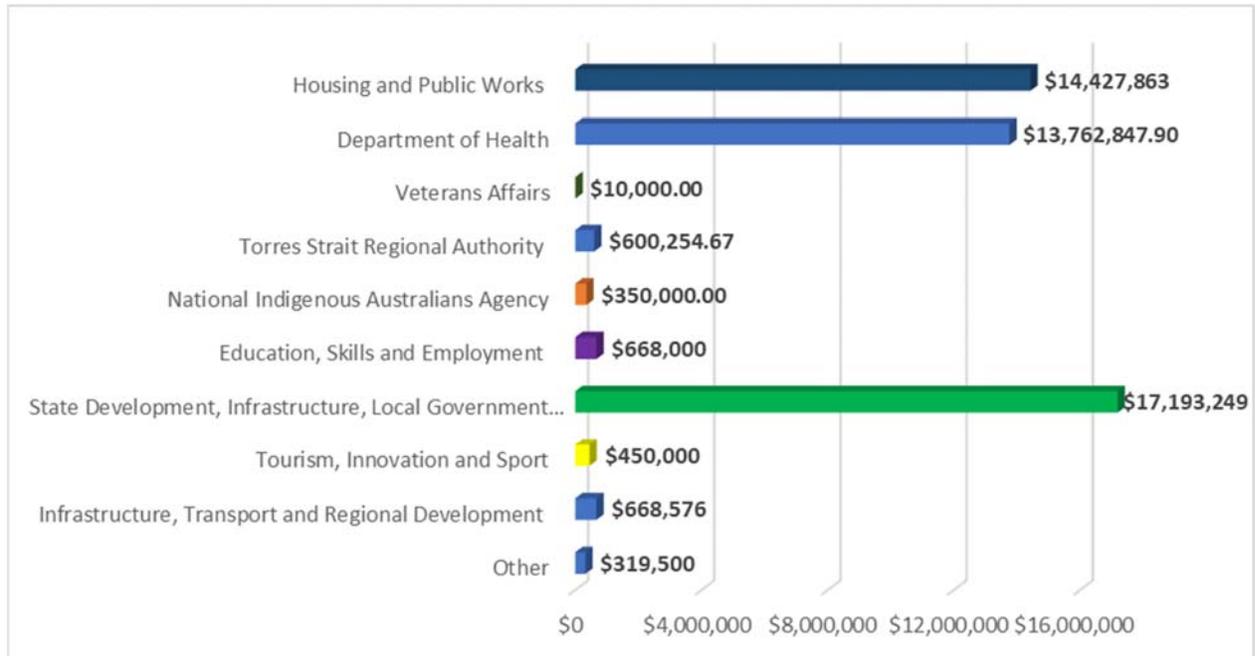
**Historical Funding Comparison:**

The following graph provides a historical comparison of total funding applied for during each financial year, with a breakdown of funding received per internal department, including the value of pending and unsuccessful applications.



### Breakup of Funding Per Portfolio:

The following graph is a breakdown of successful funding received to date per ministerial portfolio.



### Councillor's Top 5 Priorities Status:

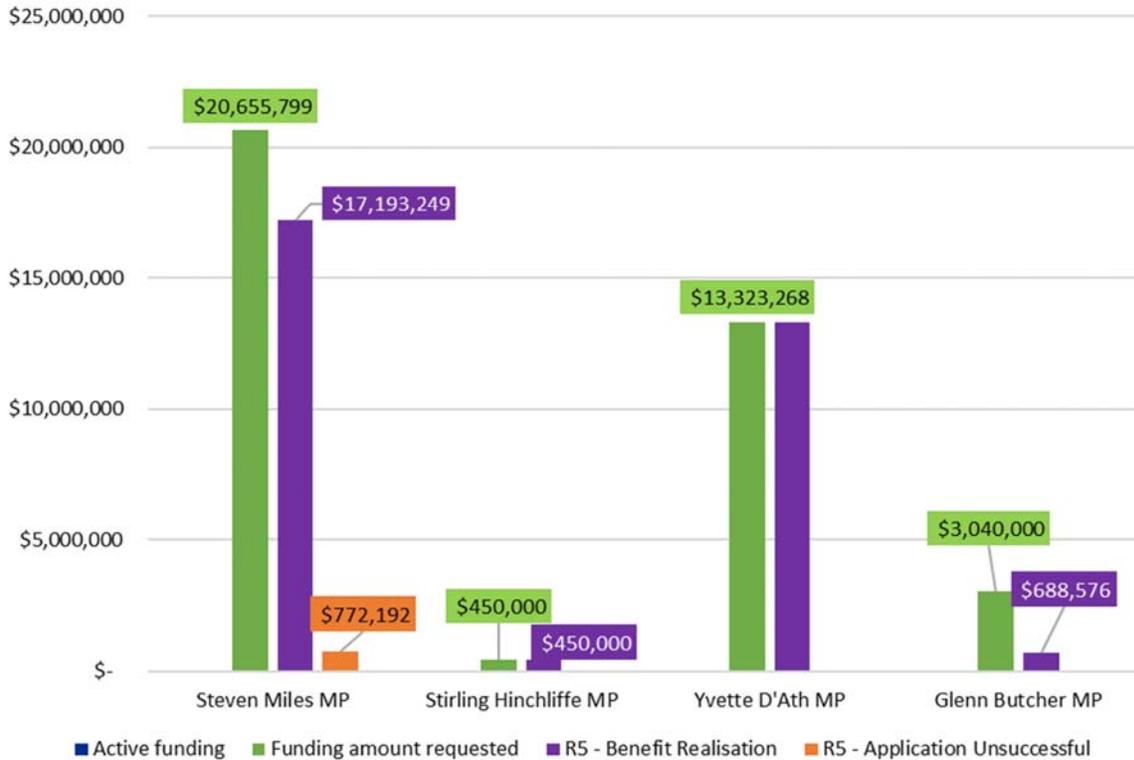
The following table provides an update on the current status of Councillor Top 5 Priority projects. Out of 75 identified projects there are currently 16 projects that have either been completed or are in the process of being completed, and a further 1 project that is in initial application stages. All remaining projects will continue to be matched against potential funding opportunities as they arise.

Priority List	Number of Initiatives	Total Value	%Total	R1 - Identified	R2 - Qualified	R3 - BSA Review	R4 - Submitted	R5 - Benefit Realisation
Priority 1	15	\$22,393,800.00	29%	8	3	0	0	4
Priority 2	15	\$23,071,857.00	30%	10	2	0	0	3
Priority 3	15	\$8,658,857.00	11%	6	4	0	0	5
Priority 4	15	\$11,622,000.00	15%	11	2	0	0	0
Priority 5	15	\$11,467,718.00	15%	9	1	0	0	4
<b>Total</b>	<b>75</b>	<b>\$77,214,232.00</b>	<b>100%</b>	<b>44</b>	<b>12</b>	<b>0</b>	<b>0</b>	<b>16</b>

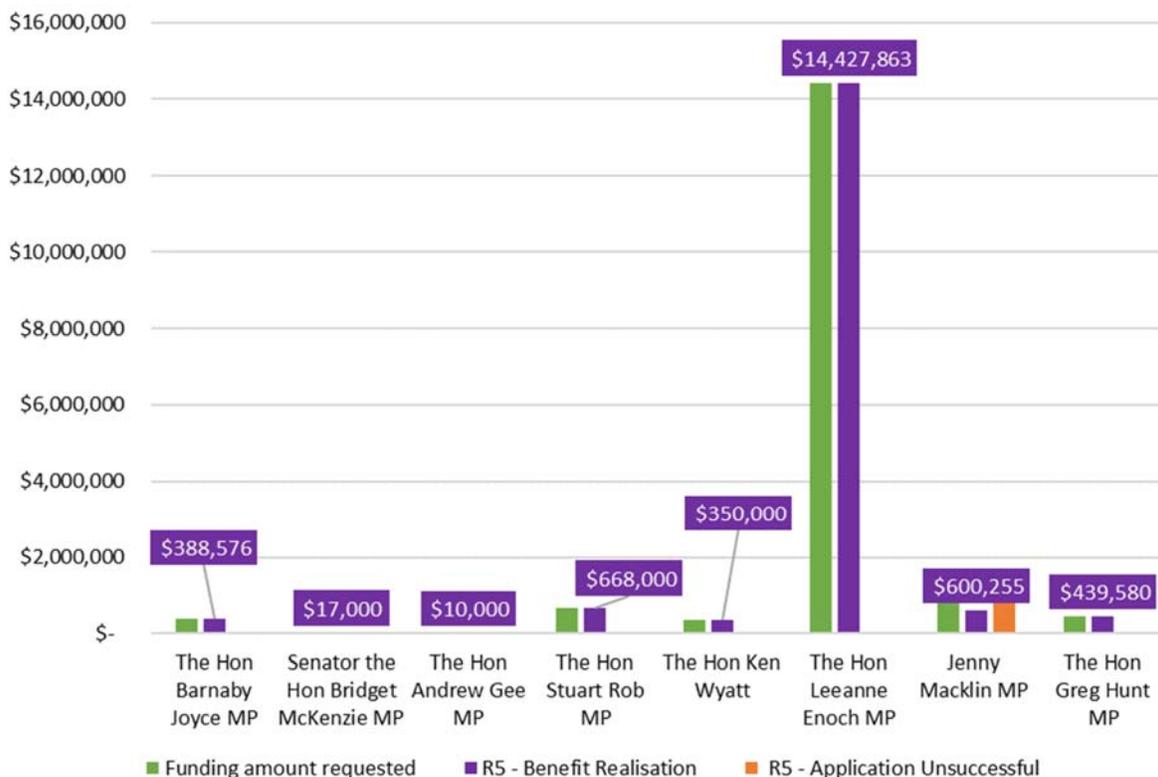
### Funding Agency Portfolio Breakdown:

The Funding Agency Portfolio breakdowns show the total value of active funding, requested funding, and successful and unsuccessful applications per State (below) and Federal (overleaf) Ministerial.

#### Funding Agency Portfolio (active funding only) by State



#### Funding Agency Portfolio (active funding only) by Federal

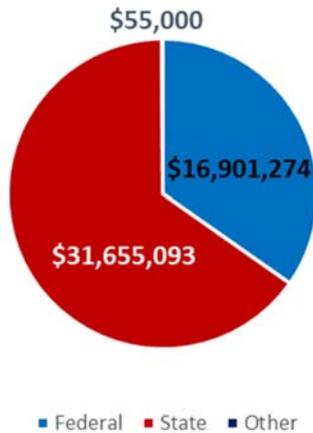


### Value of Applications by Stage:

The two pie charts displayed below outline the total amount of successful funding broken down into State and Federal Portfolio's (Graph 1) and the total value of funding applications submitted versus the total value of successful applications.

**Graph 1**

Successful Funding Only (Federal vs State)



**Graph 2**

Submitted - Benefit Realisation



### Links to Strategic Plans:

- Corporate Plan 2020-2025:
  - People - Outcome 4: We are a transparent, open and engaging Council.
  - Sustainability - Outcome 8: We manage Council affairs responsibly to the benefit of our communities.
- Operational Plan 2022-2022:
  - Objective 11: Further develop a good governance and risk culture across Council.

### Statutory Requirements:

- *Local Government Act 2009*
- *Local Government Regulation 2012*

### Conclusion:

That Council resolves to note and provide any necessary feedback to this report.

**Recommended:**  
Peter Krebs  
Acting Executive Director of Corporate  
Services

**Approved:**  
James William  
Chief Executive Officer



# TORRES STRAIT ISLAND REGIONAL COUNCIL

## AGENDA REPORT

<b>ORDINARY MEETING:</b>	July 2022
<b>DATE:</b>	19 <sup>th</sup> – 20 <sup>th</sup> July 2022
<b>ITEM:</b>	Agenda Item for Resolution by Council
<b>SUBJECT:</b>	Community Grants Program Allocation – July 2022
<b>AUTHOR:</b>	Katherine Epsseg, Customer Services Officer, Enterprise Development and Delivery Team – Corporate Services

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### Recommendation:

Council resolves to allocate Community Grants Program funding to the following applicants in accordance with the Community Grants Policy:

- Community Entities eligible the maximum threshold of \$10,000:
  - Badu Western United JRL Team for the eligible amount of \$1,782.00 exclusive of GST, as per the submitted application.
  - Muiyngu Koekaper Dance Team for the eligible amount of \$10,000.00 exclusive of GST, as per the submitted application.
  - Saibai Western United JRL Team for the eligible amount of \$6,346.00 exclusive of GST, as per the submitted application.
  - U18's Men's Rugby League – Surumau Gladiators for the eligible amount of \$5,000.00 exclusive of GST, as per the submitted application.
  - U12's Rugby League – Surumau Gladiators for the eligible amount of \$2,000.00 exclusive of GST, as per the submitted application.
  - Mabuiag U12's Western United JRL Team for the eligible amount of \$5,676.00 exclusive of GST, as per the submitted application.
  - Erub Snipers Dart Team for the eligible amount of \$3,000.00 exclusive of GST, as per the submitted application.
  - P&C Association – Poruma Campus for the eligible amount of \$5,000.00 exclusive of GST, as per the submitted application.
  - Poruma Dart Team for the eligible amount of \$4,100.00 exclusive of GST, as per the submitted application.
  - Dauan Island Youth Group for the eligible amount of \$10,000.00 exclusive of GST, as per the submitted application.
  
- Individual applicants eligible for the maximum threshold of \$2,500:
  - Mary Lowatta (Mura Kosker Masig) for the eligible amount of \$500.00 exclusive of GST, as per the submitted application.
  - Bob Modee for the eligible amount of \$2,500.00 exclusive of GST, as per the submitted application.

- David Bosun (Kubin U12's Western United JRL Team) for the eligible amount of \$2,500.00 exclusive of GST, as per the submitted application.
- Yoshira Newie (St Paul's U12's Western United JRL Team) for the eligible amount of \$2,500.00 exclusive of GST, as per the submitted application.
- Nadai Fell-Mau (Dauan U12's Western United JRL Team) for the eligible amount of \$2,500.00 exclusive of GST, as per the submitted application.

*Due to an administrative error, the Regional Grant applications received for Round 3 of the 2021/22 financial year were not passed during the June Council meeting, and as such have been resubmitted for consideration.*

Council resolves to allocate Regional Grants Program funding under Round 3 of the 2021/22 financial year to the following applicants in accordance with the Community Grants Policy:

- Church of the Rock Ministry for the eligible amount of \$2,500.00 exclusive of GST, as per the submitted application.
- Mabuiag U12's Western United JRL Team for the eligible amount of \$2,500.00 exclusive of GST, as per the submitted application.
- New Day Torres Strait Islander Corporation for the eligible amount of \$2,500.00 exclusive of GST, as per the submitted application.

### **Executive Summary:**

In line with Council's Community Grants Policy, endorsed by Council at the December 2021 Ordinary Meeting, and further advice provided by MacDonnells Law, Community Grant applications must be decided upon, on one occasion at any time during the month.

### **Community Grants Background:**

During the month of June, fifteen (15) Community Grant applications meeting the eligibility requirements were received by the application deadline.

An assessment based on eligibility criteria was conducted by Council officers in accordance with the Community Grant Policy. An acknowledgement of each application being received and assessed as compliant was issued to each applicant.

The fifteen (15) applications which met eligibility requirements are:

<b>Community Entity Applicants</b>	<b>Amount Requested</b>	<b>Project/Event</b>	<b>Amount Supported by Councillor</b>	<b>Location</b>
Badu U12's Western united JRL Team	\$1,782.00	Contributions towards travel costs associated with participating in the 2022 Country Challenge Week on Thursday Island, 22-25/07/2022	\$1,782.00 supported by Cr Nona	Badu

Muiyngu Koekaper Dance Team	\$10,000.00	Contributions towards costs associated with participating in the 2022 Winds of Zenadth Kes Cultural Festival on Thursday Island, 13-16-09/2022	\$6,000.00 supported by Cr Tabuai & declared COI.	Saibai
Saibai U12's Western United JRL Team	\$6,346.00	Contributions towards costs associated with participating in the 2022 Country Challenge Week on Thursday Island, 23/07/2022	\$6,346.00 supported by Cr Tabuai	Saibai
U18's Men's Rugby League – Surumau Gladiators	\$5,000.00	Contribution towards costs associated with participating in the 2022 Bindal All Blacks Carnival in Townsville, 30/09-03-10/2022	\$5,000.00 supported by Cr Tamu & declared COI.	Warraber
U12's Rugby League – Surumau Gladiators	\$2,000.00	Contributions towards costs associated with participating in the 2022 Country Challenge Week on Thursday Island, 23-24/07/2022	\$2,000.00 supported by Cr Tamu & declared COI.	Warraber
Mabuiag U12's Western United JRL Team	\$5,676.00	Contributions towards costs associated with participating in the 2022 Country Challenge Week on Thursday Island, 22-24/07/2022	\$5,000.00 supported by Cr Fell	Mabuiag
Erub Snipers Dart Team	\$3,000.00	Contribution towards travel costs associated with participating in the Torres Strait Dart Tournament 2022 on St Paul's – Mua Island, 01-03/09/2022	\$3,000.00 supported by Cr Gela	Erub
P&C Association – Poruma Campus	\$5,000.00	Contribution towards costs associated with celebrating the 100 Years of Education on Poruma Island, 26-28/08/2022	\$5,000.00 supported by Cr Pearson	Poruma
Poruma Dart Team	\$4,100.00	Contribution towards travel costs associated with participating in the Torres Strait Dart Tournament 2022 on St Paul's – Mua Island, 01-03/09/2022	\$4,100.00 supported by Cr Pearson	Poruma
Dauan Island Youth Group	\$10,000.00	Contribution towards costs associated with hosting the 2023 Dauan Touch Carnival on Dauan Island, 04-08/01/2023	\$10,000.00 supported by Cr Elisala	Dauan

Individual Applicants	Amount Requested	Project/Event	Amount Supported by Councillor	Location
Mura Kosker Masig – Mary Lowatta	\$500.00	Contribution towards catering costs associated with celebrating the 2022 NAIDOC celebration on Yorke Island, 28-29/07/2022	\$500.00 supported by Cr Mosby	Yorke
Bob Modee	\$2,500.00	Contribution towards costs associated with participating in the (6 months) Recycle Right Programme on Ugar Island, 01/08-01/01/2023	Awaiting Cr Stephen's response.	Ugar
David Bosun (Kubin U12's Western United JRL Team)	\$2,500.00	Contributions towards costs associated with participating in the 2022 Country Challenge Week on Thursday Island, 22-23/07/2022	\$2,500.00 supported by Cr Trinkoon	Kubin
Yoshira Newie (St Paul's U12's Western United JRL Team)	\$2,500.00	Contributions towards travel costs associated with participating in the 2022 Country Challenge Week on Thursday Island, 22-24/07/2022	\$2,500.00 supported by Cr Levi	St Paul's
Nadai Fell-Mau (Dauan's U12's Western United JRL Team)	\$2,500.00	Contributions towards travel costs associated with participating in the 2022 Country Challenge Week on Thursday Island, 22-24/07/2022	\$2,500.00 supported by Cr Elisala	Dauan

### Out of Cycle – Community Grants Background:

In line with Council's Community Grants Policy, Council recognises that there may be occasions where urgent assessment of Community Grants is required. This is particularly in relation to emergent projects and/or extenuating circumstances. Such requests will be assessed by the Enterprise Development and Delivery Team, at request of the Chief Executive Officer, for eligibility and finally approved or rejected by the Mayor or delegate Councillor and Chief Executive Officer based on assessment.

For this month's reporting period, seven (7) Out of Cycle Community Grants application were approved, and are detailed as follows:

<b>Applicants</b>	<b>Amount Requested</b>	<b>Out of Cycle Project/Event</b>	<b>Amount approved by CEO</b>	<b>Location</b>
Solema Luffman CG2022-105	\$2,468.09	Contribution towards costs associated with hosting the July OM on Mabuiag Island, 19-20/07/2022. As the proposed event is scheduled for 19-20 July 2022, which does not coincide with the approval timelines, a resolution was requested as a matter of urgency, to enable this application to be considered as out-of-cycle application.	\$2,468.09	Mabuiag
Kailag Enterprises CG2022-104	\$10,000.00 Mayor's community grants allocation.	Contribution towards costs associated with the TSIRC August 23 <sup>rd</sup> Celebration on Yorke Island. As the proposed event is scheduled for 23/08/2022, which does not coincide with the EOFY approval timelines, a resolution was requested as a matter of urgency, to enable this application to be considered as out-of-cycle application.	\$10,000.00	Yorke
Masigalgal Registered Native Title Body Corporate	\$10,000.00 Mayor's community grants allocation.	Contribution towards costs associated with the TSIRC August 23 <sup>rd</sup> Celebration on Yorke Island. As the proposed event is scheduled for 23/08/2022, which does not coincide with the EOFY approval timelines, a resolution was requested as a matter of urgency, to enable this application to be considered as out-of-cycle application.	\$10,000.00	Yorke
Gibson Mipari	\$57.14	Donation of \$57.14 towards TSIRC BSU charter associated with participating in the 2022 Schoolboy Championship in Brisbane, 03/07/2022. Due to limited availability of flights/charters from Erub to Horn, a resolution was requested as a matter of urgency, to enable this application to be considered as out-of-cycle application. This application was approved to allow the applicant to board the BSU's charter from Erub to Horn, 10am 29/06/2022.	\$57.14	Erub
Dauan Island Youth Group CG2022-100	\$2,074.00	Contributions towards travel costs associated with hosting the 2022 Volleyball Fundraiser Competition on Dauan Island. As the proposed event is scheduled for 08-10 July 2022, which does not coincide with the July approval timelines, a resolution was requested as a matter of urgency, to	\$2,074.00	Dauan

		enable this application to be considered as out-of-cycle application.		
Dauan Work Group Committee CG2022-099/101	\$5,216.76	Contributions towards travel costs associated with hosting the 2022 Volleyball Fundraiser Competition on Dauan Island. As the proposed event is scheduled for 08-10 July 2022, which does not coincide with the July approval timelines, a resolution was requested as a matter of urgency, to enable this application to be considered as out-of-cycle application.	\$5,216.76	Dauan
	\$316.76		\$316.76	

**Regional Grants Background:**

In line with Council’s Community Grants Policy, eligible Regional Grants applications are submitted during three (3) funding rounds per financial year. The three applications mentioned below were submitted during the final funding round of the 2021/2022 financial year for Council’s determination at the June OM. These applications were missed due to an error in the June Recommendations of the Council Report - which led to the applications being excluded from Council’s resolutions.

As advised by Legal Services, these missed applications will be tabled at the July OM for Council’s determination.

Applicants	Amount Requested	Regional Project/Event	Final funding round threshold.	Location
Church of the Rock Ministry	\$4,000.00	Contribution towards travel costs associated with attending the National Women’s Conference on Iama Island, 05-07/08/2022.	\$2,500.00	Boigu
Mabuiag Western United U12’s JRL Team	\$3,000.00	Contribution towards costs associated with participating in the 2022 Country Challenge Week on Thursday Island, 22-24/07/2022.	\$2,500.00	Mabuiag
New Day Torres Strait Islander Corporation	\$15,120.00	Contribution towards costs associated with participating in the Kulkalgaw Kulkalgaw Ya recording (3 months) project on Poruma Island,	\$2,500.00	Poruma

## Funeral Donations Background:

In line with Council's Community Grants Policy, applications for funeral grants may be made at any time throughout the financial year. Funeral Donation and Funeral Travel Assistance applications are assessed by Council Officers according to the eligibility criteria and endorsed by the Chief Executive Officer for the maximum threshold of \$5,000.00, per community – per funeral.

These applications will be determined by the Chief Executive Officer having regard to the recommendations of the Divisional Councillor, and approvals from the Executive Directors of Building and Community Services, Financials Services, and Corporate Services.

The following table refers to all funeral grants that were received during this reporting period:

- Seven (7) applications were received and approved.

Applicants	Amount Requested	Description	Amount Approved	Location
Stanley Marama	\$4,010.55	Contribution towards funeral related costs for the Late Mrs Raba Jobi of Boigu Island, 23/06/2022. This application was approved to cover the remaining catering and funeral expenses in preparation to the final farewell of Mrs Raba Jobi.	\$4,010.55	Boigu
Larissa Bani	\$2,386.00	Contribution towards travel-related costs associated with attending a funeral on Boigu Island, 23/06/2022. This application was approved to cover the travel expenses of the immediate family members to travel from Horn Island to Boigu Island, 19/06/2022.	\$2,386.00	Boigu
Manino Nona	\$2,000.00	Contribution towards funeral related costs associated with assisting the Nona family of Badu Island with the funeral expenses of the Late Ms Naila Nona. This application was supported through divisional contributions to cover the funeral expenses.	\$2,750.00 in contributions from four (4) divisions.	Badu
Victor Morris	\$10,000.00	Contribution towards funeral related costs associated with assisting the Morris family with the funeral expenses of the Late Mrs Jannie Morris of Ugar Island. This application was approved by the Mayor due to special circumstances qualifying it for the support of \$10,000.00.	\$10,000.00 approved by the Mayor.	Ugar

Josie Nawia	\$2,000.00	Contribution towards travel costs associated with attending a funeral in Brisbane, 30/06/2022. This application was approved to cover the travel expenses of the applicant and her partner from Cairns to Brisbane, 28/06/2022.	\$2,000.00	Kubin Community, Mua Island.
Rita Dorante	\$2,200.00	Contributions towards travel related costs associated with attending a funeral on Badu Island, 08/07/2022. This application was approved to cover the travel expenses of the applicant and five (5) immediate family members from Horn Island to Badu Island, 08/07/2022.	\$2,200.00	Hammond
Sheena Billy	\$1,236.16	Contributions towards travel related costs associated with attending a funeral in Cairns, 08/07/2022. This application was approved to cover the travel expenses of the applicant and one (1) other family member from Yorke Island to Cairns,	\$1,236.16	Yorke

### In-Kind Assistance Background:

In line with Council's Community Grants Policy, applications for In-Kind Assistance can be made at any time for the use of Council's facilities and/or assets through waiver of fees for the purposes of the project and/or activity. Reasonable applications will be determined by the Chief Executive Officer having regard to the recommendations of the Divisional Councillor, and approvals from the Executive Directors of Building and Community Services, Engineering Services, Financial Services, and Corporate Services.

Approved In-Kind Assistance applications do not impact divisional budget allocations. In-Kind Assistance will be reported as part of Council's contributions made to the community.

The following table highlights the approved In-Kind Assistance applications received for this month's reporting period.

Applicant	Description	Division	Waiver of Fees
Gladys Doolah	Hire of Erub's Pool Vehicle for catering purposes relating to the Coming of the Light Celebrations, 30/06-06/07/2022.	Erub	\$912.00
Helga Nona	Hire of Warraber's Sports Stadium to host the U18's Football Team Fundraiser, 07/07/2022.	Warraber	\$450.00

**Links to Strategic Plans:**

These projects strategically align to specific delivery objectives under the People and Prosperity pillar of Council’s Corporate Plan.

**Finance & Risk:**

No financial risk identified as the allocation is within existing Community Grants budget.

**Sustainability:**

N/A

**Statutory Requirements:**

*Local Government Act 2009*

**Conclusion:**

That Council resolves to provide Community Grant support to the eligible applicants in accordance with the Community Grants policy.



**Recommended:**  
Peter Krebs  
Acting Executive Director,  
Corporate Services



**Approved:**  
James William  
Chief Executive Officer

**Attachment:** Fund Balances

**Attachment: Fund Balances (after payment of funeral donations approved during July)**

<b>Division</b>	<b>Councillor</b>	<b>Budget</b>	<b>Less approved funding</b>	<b>Closing Balance</b>
Boigu	Cr. Toby	\$25,000.00	\$0.00	\$25,000.00
Hammond	Cr. Dorante	\$25,000.00	\$2,200.00	\$22,800.00
St Pauls	Cr. Levi	\$25,000.00	\$0.00	\$25,000.00
Ugar	Cr. Stephen	\$25,000.00	\$0.00	\$25,000.00
Badu	Cr. Nona	\$25,000.00	\$0.00	\$25,000.00
Dauan	Cr. Elisala	\$25,000.00	\$0.00	\$25,000.00
Erub	Cr. Gela	\$25,000.00	\$0.00	\$25,000.00
Iama	Cr. Lui	\$25,000.00	\$0.00	\$25,000.00
Kubin	Cr. Trinkoon	\$25,000.00	\$0.00	\$25,000.00
Mabuiag	Cr. Fell	\$25,000.00	\$0.00	\$25,000.00
Mer	Cr. Noah	\$25,000.00	\$0.00	\$25,000.00
Poruma	Cr. Pearson	\$25,000.00	\$0.00	\$25,000.00
Saibai	Cr. Tabuai	\$25,000.00	\$0.00	\$25,000.00
Warraber	Cr. Tamu	\$25,000.00	\$0.00	\$25,000.00
Yorke	Cr. Mosby	\$25,000.00	\$1,236.16	\$23,763.84
Mayor	Cr. Mosby	\$30,000.00	\$0.00	\$30,000.00
Regional Grant		\$50,000.00	\$0.00	\$50,000.00
		<b>\$455,000.00</b>	<b>\$3,436.16</b>	<b>\$451,563.84</b>



CG2022-001

## Community Grants Application Form

Applicant Details	
<b>Applicant Type</b>	
<input type="checkbox"/> Individual	<input checked="" type="checkbox"/> Community Entity
<b>Applicant Details</b>	
Individual or Community Entity Name (eg, sports team, church group):	Poruma Dart Team
<b>Contact Details</b>	
Street Address:	56 Mimia Street, Poruma Island qld 4875
Phone No.:	0419351725
Email Address:	
Community Entity Contact Name:	George Sam
Role of Contact:	Team Captain
<b>Eligibility - Please tick Yes or No to the following questions:</b>	
Is the individual / entity based within the boundaries of Torres Strait Island Regional Council?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Does the individual / entity carry on activities for a public purpose?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Is the individual / entity's primary objective directed at not making a profit?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Has the individual / entity breached a rental agreement, a childcare agreement or an agreed current payment plan with Council?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Is the entity a registered political party?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Has the individual / entity obtained any permits required to undertake the project/activity. (e.g. Prescribed Activity Permit for the operation of temporary entertainment or holding of a public place activity) (attach relevant permits)?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Has the individual / entity provided an acquittal declaration for all previous grants received?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
<b>Project/Activity Details</b>	
<b>Name of project/activity:</b> Torres Strait Darts Tournament 2022	(Provide copies of event flyers)
<b>Location of project/activity:</b> St Paul Community	



<b>Start Date:</b> 01st September 2022	<b>End Date:</b> 03rd September 2022
(Must be after Council's next Ordinary Meeting)	
<b>Is a Prescribed Activity Permit required for this project?</b>	
<input type="checkbox"/> Yes – please include copy of approved permit / permit application.	
<input checked="" type="checkbox"/> No	
<b>Grant sought from Council</b>	
<input checked="" type="checkbox"/> Financial Assistance: \$ 4100	(please provide quotes)
Being for the purchase of: Cape Air Transport	
<input type="checkbox"/> In-Kind Assistance - relates to the waiver of fees associated with the use of Council facilities (hire of Council car, Community hall, etc). <i>Please complete a "Community Grants - In-kind" Application Form</i>	
<input type="checkbox"/> Prescribed Activity Permit fees – request to waiver permit fees falls under In-kind Assistance. <i>Please complete a "Community Grants - In-kind" Application Form</i>	
<b>Please provide evidence of your fundraising efforts</b>	
Fundraise/Contribute \$2500	
<b>Why is this project needed, and what benefits will it bring to the community?</b>	
Engage with other Island Community and build stronger Relationship	
(attach letters of support from elders etc)	
<b>Payment - Purchase Order Details</b>	
<i>All payments will be made directly to relevant supplier/s:</i>	
Options for payment are:	<input checked="" type="checkbox"/> Purchase Order <input type="checkbox"/> Auspice Entity
<b>Purchase Order Details</b>	
<b>Supplier</b>	<b>Amount</b>
<b>Auspice Entity Details</b>	
(letter of support must be attached)	
Auspice Name:	
Street Address:	
Phone No.:	
Email Address:	
Contact Name:	
ABN:	

## Agreement and Signature

I, the undersigned, certify that:

- To the best of my knowledge, the information given in this document is true and accurate.
- I have read and understood the Grants and Donations Procedure provided with this application and I agree to abide by the conditions of the grant as set out in the procedure.
- I understand that if Torres Strait Island Regional Council approves the grant, I will be bound by the contents of this application, to carry out the project as described in this application.

Name (printed): George Sam

Signature: 

Date: 13/05/2022

Position in Community/Auspice Entity (if applicable): Police Liaison Officer

### INFORMATION PRIVACY STATEMENT

Your Personal Information is protected by law and can only be released to someone else where authorised by law or where you give your permission. Council is collecting your personal information contained in this document for the purpose of assessment, administration and evaluation. This collection of Personal Information is authorised by law under the Information Privacy Act 2009. It is Council's usual practice that the Personal Information contained in this document is disclosed to Council's external auditors and published on Council's website and in Council's Annual Financial Statements as part of compliance with the Local Government Regulation 2012. By signing this declaration you consent to such disclosure and publication.

## Katherine Epsag

**From:** Cr. Francis Pearson  
**Sent:** Monday, 11 July 2022 2:03 PM  
**To:** Community Grants  
**Subject:** RE: URGENT - FOR YOUR SUPPORT: Community Grants - July Council Meeting

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

Afternoon Katherine  
Application for both events is approved.  
Cr Pearson

Cr. Francis Pearson | Councillor - Division 11 - Poruma  
Member: Housing and Safe and Healthy Communities Committee

Torres Strait Island Regional Council



Phone: 07 4083 2703 Mobile: 0437 448 594  
Email: [Cr.Francis.Pearson@tsirc.qld.gov.au](mailto:Cr.Francis.Pearson@tsirc.qld.gov.au)  
Address: TSIRC, Poruma (Coconut) Island, QLD 4875  
Website: [www.tsirc.qld.gov.au](http://www.tsirc.qld.gov.au)

Find us on:   

\*\*\*\*\*  
*This email and any attachments are confidential and are only to be read by the addressee as they may contain legally privileged information. If you are not the addressee indicated in this message (or responsible for delivery of such message to the addressee), you should destroy this message immediately and kindly notify the sender by return email.*  
\*\*\*\*\*

**From:** Community Grants <[Community.Grants@tsirc.qld.gov.au](mailto:Community.Grants@tsirc.qld.gov.au)>  
**Sent:** Monday, 11 July 2022 11:48 AM  
**To:** Cr. Francis Pearson <[Cr.Francis.Pearson@tsirc.qld.gov.au](mailto:Cr.Francis.Pearson@tsirc.qld.gov.au)>  
**Cc:** Mokathani Lui <[Mokathani.Lui@tsirc.qld.gov.au](mailto:Mokathani.Lui@tsirc.qld.gov.au)>  
**Subject:** URGENT - FOR YOUR SUPPORT: Community Grants - July Council Meeting  
**Importance:** High

Good morning Cr. Pearson,

Please find **Community Grants** applications attached for your endorsement:

Application Number	Applicant	Project	Division	Requested Amount
CG2023-014	P&C Association – Poruma Campus	Contribution towards costs associated with celebrating the 100 Years of Education on Poruma Island, 26-28/08/2022	Poruma	\$5,000.00
CG2023-001	Poruma Dart Team	Contribution towards travel costs associated with participating in the Torres Strait Darts Tournament, St Paul's Community - Mua Island, 01-03/09/2022	Poruma	\$4,100.00

Please advise if you support these applications.

Current balance for Poruma Community is \$25,000.00

Please advise if you require any further information.

Kind regards,  
Katherine Epsseg

**Community Grants**

Torres Strait Island Regional Council



**Torres Strait Island**  
REGIONAL COUNCIL

Phone: 07 4034 5700  
Email: [Community.Grants@tsirc.qld.gov.au](mailto:Community.Grants@tsirc.qld.gov.au)  
Address: [Level 3, 111 - 115 Grafton Street, Cairns, Queensland 4870](#)  
Website: [www.tsirc.qld.gov.au](http://www.tsirc.qld.gov.au)

Find us on:   

\*\*\*\*\*  
*This email and any attachments are confidential and are only to be read by the addressee as they may contain legally privileged information. If you are not the addressee indicated in this message (or responsible for delivery of such message to the addressee), you should destroy this message immediately and kindly notify the sender by return email.*  
\*\*\*\*\*



# Cape Air Transport

Affordable & Reliable Single & Twin Engine Aircraft Charter

Your Safety is our Priority

Email: [info@capeairtransport.com](mailto:info@capeairtransport.com)

Bookings: Phone: 0740 903 661, Accounts: 07 40172 308

Operations Mobile: 0407595004

## QUOTE

<b>Customer Name:</b>	<b>CASH ACCOUNT</b>	Contact	GEORGE SAM
<b>Quote No:</b>	<b>CQ026930</b>	Contact Phone:	0436 340 556 / 0419351725
<b>Quote Date:</b>	12/05/2022	Flight Cost:	2050.00
<b>Aircraft:</b>	Twin Engine	Passenger Tax:	.00
<b>Flight Date:</b>	31/08/2022	<b>Total Cost:</b>	<b>2050.00 incl GST</b>
<b>Your Reference:</b>	26930		

If you are Pre-Paying your flight please advise Operations, and use the quote number as your reference number

BANK ACCOUNT DETAILS: A/C NAME: MCGILVRAY AVIATION BSB: 633-000 A/C NO: 157483892

**Passengers are to be at the airport ready for flight 30 minutes before departure. If passengers are not at the airport at the time of departure it is at the discretion of Cape Air Transport to travel without that passengers.**

### Schedule and Maximum Payloads.

<b>COCONUT - KUBIN</b>	<b>Departing</b>	<b>12:00</b>	<b>Arriving</b>	<b>12:28</b>
<b>Maximum Payload This Sector</b>	607kg			

<b>Passengers</b>	<b>Weight</b>	<b>Baggage</b>
2 ADULT	100Kg	10Kg
3 ADULT	100Kg	10Kg
4 ADULT	100Kg	10Kg
1 ADULT	100Kg	10Kg

## NOTES

1/4

### Terms & Conditions

- Passengers are to be at the airport ready for flight 30 minutes before departure.
- If passengers are not at the airport at the time of departure it is at the discretion of Cape Air Transport to travel without that passengers.
- A quote is NOT a confirmed booking and is valid for 7 days. Should you wish to receive a quote and book your charter at the same time please advise the staff.
- Quotes include passenger tax for the number of passengers advised, arriving and departing Horn. At any time should the numbers change the passenger tax will be altered accordingly. Passenger tax is paid for all passengers 3 years of age and over. Passenger tax is a tax imposed by Torres Shire Council.
- All private bookings to be paid for by cash, credit card or bank transfer must pay a 10% deposit at the time of booking, to confirm the charter. This is a non-refundable deposit. Full payment must be made 36 hours prior to departure. Should payment not be received 36 hours in advance your booking will automatically be cancelled. When making payment directly into the bank please ensure that you use your quote number as the reference.



## Cape Air Transport

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Bookings: Phone: 0740 903 661, Accounts: 07 40172 306

Operations Mobile: 0407595004

- All payments made by card will incur a 1.5% fee
- Cape Air Transport is a Charter Business. The person booking the flight is responsible for the full payment of the flight.
- Purchase Orders must be received for the flight booking 36 hours prior to departure, unless preapproved.
- If a charter is cancelled on the day of travel a 100% cancellation fee may be incurred at the discretion of Cape Air Transport.
- If a charter is cancelled up to 24 Hours before the day of travel a 100% cancellation fee may be incurred at the discretion of Cape Air Transport.
- If a charter is cancelled up to 48 Hours before the day of travel a 75% cancellation fee may be incurred at the discretion of Cape Air Transport.
- If a charter is cancelled up to 72 Hours before the day of travel a 50% cancellation fee may be incurred at the discretion of Cape Air Transport.
- If a charter is booked and passengers do not show for a flight, a 100% cancellation fee will be incurred
- Cape Air Transport will not be responsible for the offloading of passengers or baggage if the weights are incorrectly advised and the aircraft is overweight. Safety is our first concern.
- Weather conditions will affect fuel load, which in turn will affect the maximum weight limit for passengers and baggage. Should the weather conditions reduce the payload of the aircraft, it will be at the discretion of Pilot. Cape Air Transport will not be responsible if any baggage or passengers need to be offloaded.
- In the event of multiple charters booked by the customer for the same time & destinations, Cape Air Transport reserves the right to move customers onto different aircraft to manage aircraft weight & balance requirements. Luggage may also be moved onto another aircraft in this case.
- All flights are subject to weather conditions and are at the pilot's discretion. The decision to cancel or delay a flight is not taken lightly. Your safety is our number 1 priority.
- If it is assessed that the weather may prohibit the flight, cause diversions en-route or prevent the aircraft from reaching its destination, where possible, Cape Air Transport will advise the client ahead of time. On the day of travel, should the client choose to continue with the flight, and not fulfil the quoted route, due to weather, the client will be charged the fees incurred by Cape Air Transport.



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Bookings: Phone: 0740 903 661, Accounts: 07 40172 308

Operations Mobile: 0407595004

## QUOTE

<b>Customer Name:</b>	<b>CASH ACCOUNT</b>	<b>Contact</b>	<b>GEORGE SAM</b>
<b>Quote No:</b>	<b>CQ026933</b>	<b>Contact Phone:</b>	<b>0436 340 556 / 0419351725</b>
<b>Quote Date:</b>	<b>12/05/2022</b>	<b>Flight Cost:</b>	<b>2050.00</b>
<b>Aircraft:</b>	<b>Twin Engine</b>	<b>Passenger Tax:</b>	<b>.00</b>
<b>Flight Date:</b>	<b>04/09/2022</b>	<b>Total Cost:</b>	<b>2050.00 incl GST</b>
<b>Your Reference:</b>	<b>26930</b>		

If you are Pre-Paying your flight please advise Operations, and use the quote number as your reference number

**BANK ACCOUNT DETAILS: A/C NAME: MCGILVRAY AVIATION BSB: 633-000 A/C NO: 157483892**

**Passengers are to be at the airport ready for flight 30 minutes before departure. If passengers are not at the airport at the time of departure it is at the discretion of Cape Air Transport to travel without that passengers.**

### Schedule and Maximum Payloads.

<b>KUBIN - COCONUT</b>	<b>Departing</b>	<b>12:00</b>	<b>Arriving</b>	<b>12:28</b>
<b>Maximum Payload This Sector</b>	<b>582kg</b>			

<b>Passengers</b>	<b>Weight</b>	<b>Baggage</b>
2 ADULT	100Kg	10Kg
3 ADULT	100Kg	10Kg
4 ADULT	100Kg	10Kg
1 ADULT	100Kg	10Kg

## NOTES

4/4

Terms & Conditions

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- A quote is NOT a confirmed booking and is valid for 7 days. Should you wish to receive a quote and book your charter at the same time please advise the staff.
- Quotes include passenger tax for the number of passengers advised, arriving and departing Horn. At any time should the numbers change the passenger tax will be altered accordingly. Passenger tax is paid for all passengers 3 years of age and over. Passenger tax is a tax imposed by Torres Shire Council.
- All private bookings to be paid for by cash, credit card or bank transfer must pay a 10% deposit at the time of booking, to confirm the charter. This is a non-refundable deposit. Full payment must be made 36 hours prior to departure. Should payment not be received 36 hours in advance your booking with automatically be cancelled. When making payment directly into the bank please ensure that you use your quote number as the reference.



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Email: [info@capeairtransport.com](mailto:info@capeairtransport.com)

Bookings: Phone: 0740 903 661, Accounts: 07 40172 306

Operations Mobile: 0407595004

- All payments made by card will incur a 1.5% fee
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- If a charter is cancelled up to 24 Hours before the day of travel a 100% cancellation fee may be incurred at the discretion of Cape Air Transport.
- If a charter is cancelled up to 48 Hours before the day of travel a 75% cancellation fee may be incurred at the discretion of Cape Air Transport.
- If a charter is cancelled up to 72 Hours before the day of travel a 50% cancellation fee may be incurred at the discretion of Cape Air Transport.
- If a charter is booked and passengers do not show for a flight, a 100% cancellation fee will be incurred
- Cape Air Transport will not be responsible for the offloading of passengers or baggage if the weights are incorrectly advised and the aircraft is overweight. Safety is our first concern.
- Weather conditions will affect fuel load, which in turn will affect the maximum weight limit for passengers and baggage. Should the weather conditions reduce the payload of the aircraft, it will be at the discretion of Pilot. Cape Air Transport will not be responsible if any baggage or passengers need to be offloaded.
- In the event of multiple charters booked by the customer for the same time & destinations, Cape Air Transport reserves the right to move customers onto different aircraft to manage aircraft weight & balance requirements. Luggage may also be moved onto another aircraft in this case.
- All flights are subject to weather conditions and are at the pilot's discretion. The decision to cancel or delay a flight is not taken lightly. Your safety is our number 1 priority.
- If it is assessed that the weather may prohibit the flight, cause diversions en-route or prevent the aircraft from reaching its destination, where possible, Cape Air Transport will advise the client ahead of time. On the day of travel, should the client choose to continue with the flight, and not fulfil the quoted route, due to weather, the client will be charged the fees incurred by Cape Air Transport.

**Torres Strait Youth & Recreational Sporting Association**



**Torres Strait Darts Tournament 2022**



**Ladies & Men's Separate Competition**

**WHERE: ST PAULS COMMUNITY**

**WHEN: Thursday 1<sup>st</sup> – SAT 3<sup>rd</sup> September**

**PRIZE MONEY: SUBJECT TO NUMBER OF TEAMS NOMINATED**

**Trophies: Best Male Team in the Torres Strait  
Best Female Team in the Torres Strait  
MVP: Male & Female  
Best Male Player in the Torres Strait  
Best Female Player in the Torres Strait**



**NOM/FEE'S: Teams: \$200.00  
Singles: \$20.00**



**NOM/CLOSE: FRIDAY 19<sup>th</sup> August @ 5pm**



**Contact Person: Keith Fell - 0458 696 682 (M)**

**Email: [cr.keith.fell@tsirc.qld.gov.au](mailto:cr.keith.fell@tsirc.qld.gov.au)**



CG2022-002

## Community Grants Application Form

Applicant Details	
<b>Applicant Type</b>	
<input type="checkbox"/> Individual	<input checked="" type="checkbox"/> Community Entity
<b>Applicant Details</b>	
Individual or Community Entity Name (eg, sports team, church group):	Under 18 Mens Rugby League. Summa Gladiators
<b>Contact Details</b>	
Street Address:	James Street Warraber Island.
Phone No.:	0457025864.
Email Address:	clara-tamu@yahoo.com.au
Community Entity Contact Name:	Summa Gladiators
Role of Contact:	
Eligibility - Please tick Yes or No to the following questions:	
Is the individual / entity based within the boundaries of Torres Strait Island Regional Council?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Does the individual / entity carry on activities for a public purpose?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Is the individual / entity's primary objective directed at not making a profit?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Has the individual / entity breached a rental agreement, a childcare agreement or an agreed current payment plan with Council?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Is the entity a registered political party?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Has the individual / entity obtained any permits required to undertake the project/activity. (e.g. Prescribed Activity Permit for the operation of temporary entertainment or holding of a public place activity) (attach relevant permits)?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Has the individual / entity provided an acquittal declaration for all previous grants received? <i>recieved 06/07/2022</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Project/Activity Details	
Name of project/activity:	Binal All Blacks <i>Comud</i> <small>(provide copies of event flyers)</small>
Location of project/activity:	Townsville



Start Date: 30th September End Date: 3rd October  
(Must be after Council's next Ordinary Meeting)

**Is a Prescribed Activity Permit required for this project?**

- Yes – please include copy of approved permit / permit application.  
 No

**Grant sought from Council**

Financial Assistance: \$5000. (please provide quotes)

Being for the purchase of: Travel Accommodation

In-Kind Assistance - relates to the waiver of fees associated with the use of Council facilities (hire of Council car, Community hall, etc).

*Please complete a "Community Grants - In-kind" Application Form*

Prescribed Activity Permit fees – request to waiver permit fees falls under In-kind Assistance.

*Please complete a "Community Grants - In-kind" Application Form*

**Please provide evidence of your fundraising efforts**

Currently doing fundraising

**Why is this project needed, and what benefits will it bring to the community?**

Opportunity for our youth to participate as a community and engage with youth currently not attending school. (attach letters of support from elders etc)

**Payment - Purchase Order Details**

All payments will be made directly to relevant supplier/s:

Options for payment are:  Purchase Order  Auspice Entity

**Purchase Order Details**

Supplier	Amount

**Auspice Entity Details**

(letter of support must be attached)

Auspice Name: Surumau Gladiators Football Club  
 Street Address: 64 James Street Warraber Island  
 Phone No.: 0457025864  
 Email Address: clara.tamu@yahoo.com.au  
 Contact Name: Clara Tamu  
 ABN: \_\_\_\_\_

## Agreement and Signature

I, the undersigned, certify that:

- To the best of my knowledge, the information given in this document is true and accurate.
- I have read and understood the Grants and Donations Procedure provided with this application and I agree to abide by the conditions of the grant as set out in the procedure.
- I understand that if Torres Strait Island Regional Council approves the grant, I will be bound by the contents of this application, to carry out the project as described in this application.

Name (printed): Edward Mari

Signature:



Date: 27/05/22

Position in Community/Auspice Entity (if applicable):

### INFORMATION PRIVACY STATEMENT

Your Personal Information is protected by law and can only be released to someone else where authorised by law or where you give your permission. Council is collecting your personal information contained in this document for the purpose of assessment, administration and evaluation. This collection of Personal Information is authorised by law under the Information Privacy Act 2009. It is Council's usual practice that the Personal Information contained in this document is disclosed to Council's external auditors and published on Council's website and in Council's Annual Financial Statements as part of compliance with the Local Government Regulation 2012. By signing this declaration you consent to such disclosure and publication.

## Katherine Epseg

---

**From:** Cr. Kabay Tamu  
**Sent:** Thursday, 7 July 2022 4:42 PM  
**To:** Community Grants  
**Cc:** Olive Lui  
**Subject:** Re: URGENT - FOR YOUR SUPPORT: Community Grants - July Council Meeting

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

Kapu kut,

Support both applications but also would like to declare my COI for both as being heavily involved in both and as the founder of the Surumau Gladiators Football Club and Director of the Surumau Gladiators Football Club TSI Corporation.

ESO,

Cr. Kabay Tamu | Councillor - Division 10 - Warraber  
Member: Climate Change Adaptation and Environment Committee

Torres Strait Island Regional Council



Phone: 07 4083 2552 Mobile: 0474 954 462  
Email: [Cr.Kabay.Tamu@tsirc.qld.gov.au](mailto:Cr.Kabay.Tamu@tsirc.qld.gov.au)  
Address: TSIRC, Warraber (Sue) Island, QLD 4875  
Website: [www.tsirc.qld.gov.au](http://www.tsirc.qld.gov.au)  
Find us on:   

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---

**From:** Community Grants <[Community.Grants@tsirc.qld.gov.au](mailto:Community.Grants@tsirc.qld.gov.au)>  
**Sent:** Thursday, July 7, 2022 4:25:48 PM  
**To:** Cr. Kabay Tamu <[Cr.Kabay.Tamu@tsirc.qld.gov.au](mailto:Cr.Kabay.Tamu@tsirc.qld.gov.au)>  
**Cc:** Olive Lui <[Olive.Lui@tsirc.qld.gov.au](mailto:Olive.Lui@tsirc.qld.gov.au)>  
**Subject:** URGENT - FOR YOUR SUPPORT: Community Grants - July Council Meeting

Good afternoon Cr. Tamu,

Please find **Community Grants** applications attached for your endorsement:

Application Number	Applicant	Project	Division	Requested Amount
CG2022-002	U18's Men's Rugby League - Surumau Gladiators	Contribution towards costs associated with attending the 2022 Bindal All Blacks Carnival in Townsville, 30/09-03/10/2022	Warraber	\$5,000.00
CG2022-003	Under 12's Rugby League - Surumau Gladiators	Contribution towards costs associated with participating in the 2022 Country Challenge Week on Thursday Island, 23-24/07/2022	Warraber	\$2,000.00

Please advise if you support these applications.

Current balance for Warraber Community is \$25,00.00

Please advise if you require any further information.

Kind regards,  
Katherine Epsseg

**Community Grants**

Torres Strait Island Regional Council



Phone: 07 4034 5700

Email: [Community.Grants@tsirc.qld.gov.au](mailto:Community.Grants@tsirc.qld.gov.au)

Address: [Level 3, 111 - 115 Grafton Street, Cairns, Queensland 4870](#)

Website: [www.tsirc.qld.gov.au](http://www.tsirc.qld.gov.au)

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## Katherine Epsag

---

**From:** Clara Tamu <clara.tamu@yahoo.com.au>  
**Sent:** Thursday, 26 May 2022 3:47 PM  
**To:** Clara Tamu  
**Subject:** Note from Clara Tamu to your Facebook Page Bindal Sharks All Blacks Rugby League Carnival.

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---



 Bindal Sharks All Blacks

Home

Events

Reviews

Video



## Bindal Sharks All Blacks R League Carnival

3d · 

**Bindal Sharks All  
Carnival  
Under 18's Confirm  
2022**

Sent from Yahoo Mail on Android

# **DETOURS** TOWNSVILLE

4 Jackson St, Garbutt TOWNSVILLE 4814

Phone: (07) 4728 5311

Email: [detourcoachesv@gmail.com](mailto:detourcoachesv@gmail.com)

Fax: (07) 4728 9611

ABN: 99 010 397 396

Hi Clara,

Thank you for your recent enquiry, please see below quote for your upcoming coach transport.

## **28 September 2022**

Pick up: 08:00 Odyssey Bus Stop

Pick up: 11:00 Kern Bros Drive Football

Pick up: 13:00 Odyssey Bus Stop

Pick up: 16:00 Kern Bros Drive Football

To: Kern Bros Drive Football

To: Odyssey Bus Stop

To: Kern Bros Drive Football

To: Odyssey Bus Stop

**DETOURS** TOWNSVILLE

## **29 September 2022**

Pick up: 08:00 Odyssey Bus Stop

Pick up: 11:00 Kern Bros Drive Football

Pick up: 13:00 Odyssey Bus Stop

Pick up: 16:00 Kern Bros Drive Football

To: Kern Bros Drive Football

To: Odyssey Bus Stop

To: Kern Bros Drive Football

To: Odyssey Bus Stop

## **30 September 2022**

Pick up: 08:00 Odyssey Bus Stop

Pick up: 11:00 Kern Bros Drive Football

Pick up: 13:00 Odyssey Bus Stop

Pick up: 16:00 Kern Bros Drive Football

To: Kern Bros Drive Football

To: Odyssey Bus Stop

To: Kern Bros Drive Football

To: Odyssey Bus Stop

**DETOURS** TOWNSVILLE

**01 October 2022**

Pick up: 08:00 Odyssey Bus Stop  
Pick up: 11:00 Kern Bros Drive Football  
Pick up: 13:00 Odyssey Bus Stop  
Pick up: 16:00 Kern Bros Drive Football

To: Kern Bros Drive Football  
To: Odyssey Bus Stop  
To: Kern Bros Drive Football  
To: Odyssey Bus Stop

**02 October 2022**

Pick up: 08:00 Odyssey Bus Stop  
Pick up: 11:00 Kern Bros Drive Football  
Pick up: 13:00 Odyssey Bus Stop  
Pick up: 16:00 Kern Bros Drive Football

To: Kern Bros Drive Football  
To: Odyssey Bus Stop  
To: Kern Bros Drive Football  
To: Odyssey Bus Stop

Coach: 1 x 45 seater coach  
Cost: \$5240 total

If there is anything else we can help with or you wish to book, please feel free to contact us.



Thanks Clara,

Thanking you  
DETOURS TEAM



**SHOREDRIVE**

117 THE STRAND

TOWNSVILLE

QLD 4810

Phone: 07 4721 1619

Mobile: 0400 225 654

reservations@shoredrive.com.au

ABN: 65 636 949 767

GUEST RESERVATION CONFIRMATION

**Dear Clara Tamu,**

**Thank you for your reservation at Shoredrive Motel**

**Your reservation details are confirmed as follows:**

**NAME:** Clara Tamu  
**CONFIRMATION NO:** 65523  
**ARRIVAL:** Wednesday, 28 September 2022  
**DEPARTURE:** Monday, 3 October 2022  
**ROOM TYPE:**  
**TARIFF:** 1,920.00 per night

**CANCELLATION POLICY:** If cancelled or modified up to 2 days before date of arrival, no fee will be charged. If cancelled or modified later, or in the case of a no show, the total price of the reservation will be charged.

We will contact you on the day of arrival to confirm your arrival time. Should we be unable to talk to you prior to 5.00pm we will process payment on your supplied card. Should we be unable to take payment your booking will be automatically cancelled at 5.00pm on the day of arrival.

**DEPOSIT POLICY:** The price of the full stay will be charged to your attached card within 48 hours prior to the day of arrival. If arriving outside of reception opening hours your card will be charged as part of our after hours check in process.

**Restaurant** - Shorehouse Restaurant located at the front of the property is available for dining, bookings are essential. Please book early to avoid disappointment. If they can't fit you in, try their takeaway options!

Operating Hours

Mon - Thurs 5pm till late

Fri - Sun 12pm till late

**If you have any further questions, please do not hesitate to contact us on  
0747716851**

**We look forward to welcoming you on 28 Sep 2022.**

**Warm Regards,**

**Management and Staff**

## Katherine Epseg

---

**From:** Samantha Collings <samantha.collings@skytrans.com.au>  
**Sent:** Wednesday, 11 May 2022 12:36 PM  
**To:** Clara Tamu  
**Subject:** Re: Re LFS

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---

Hey Clara,

I am aloud to quote the current prices but would need to be paid before the 1<sup>st</sup> of July.

Warraber to Cairns LFS is \$628 return per person  
Warraber to Horn LFS is \$228 return per person

\*Cairns flights only on Monday, Thursday and Friday. If looking at Qantas recommend fly off on PM flight, and fly back on AM. Just allow us enough time to fit in Warraber flights.

Kind Regards,  
Samantha Collings  
Horn Island Base Manager  
Skytrans Airlines | West Wing Aviation  
[samantha.collings@skytrans.com.au](mailto:samantha.collings@skytrans.com.au)



---

**From:** Clara Tamu <Clara.Tamu@health.qld.gov.au>  
**Date:** Tuesday, 10 May 2022 at 10:48 am  
**To:** Samantha Collings <samantha.collings@skytrans.com.au>  
**Subject:** Re LFS

Hi Samantha,

Could you please get me a quote LFS flights from Warraber to Cairns or Townsville if you. Hopefully 20 or less pax.

28<sup>th</sup> September from Warraber to Cairns or Townsville  
3<sup>rd</sup> October from Townsville to Warraber or  
4<sup>th</sup> October from Cairns to Warraber

Thanks much appreciated

Clara Tamu  
Health Centre Manager

Warraber Island Primary Health Care Centre  
Torres Strait–Northern Peninsula Hospital and Health Service | Queensland Government  
Warraber Island, Qld 4875  
t. 07 4090 1403 (direct)  
t. 07 4090 1400 (clinic)  
e. [Clara.Tamu@health.qld.gov.au](mailto:Clara.Tamu@health.qld.gov.au) | [www.torres-north.health.qld.gov.au](http://www.torres-north.health.qld.gov.au)

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CG2022-003

## Community Grants Application Form

Applicant Details	
<b>Applicant Type</b>	
<input type="checkbox"/> Individual	<input checked="" type="checkbox"/> Community Entity
<b>Applicant Details</b>	
Individual or Community Entity Name (eg, sports team, church group):	Under 12's Rugby League. Surumau Gladiators
<b>Contact Details</b>	
Street Address:	James Street Warraber Island.
Phone No.:	0457 025 864.
Email Address:	Clara.tamu@yahoo.com.au.
Community Entity Contact Name:	Clara Tamu.
Role of Contact:	Organiser
<b>Eligibility - Please tick Yes or No to the following questions:</b>	
Is the individual / entity based within the boundaries of Torres Strait Island Regional Council?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Does the individual / entity carry on activities for a public purpose?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Is the individual / entity's primary objective directed at not making a profit?	Yes <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/>
Has the individual / entity breached a rental agreement, a childcare agreement or an agreed current payment plan with Council?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Is the entity a registered political party?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Has the individual / entity obtained any permits required to undertake the project/activity. (e.g. Prescribed Activity Permit for the operation of temporary entertainment or holding of a public place activity) (attach relevant permits)?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Has the individual / entity provided an acquittal declaration for all previous grants received? <i>received 06/07/2022</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
<b>Project/Activity Details</b>	
Name of project/activity:	(Provide copies of event flyers)
Under 12's mixed Rugby League Competition	
Location of project/activity:	Thursday Island July 23/7/22.



Start Date: 23/07/22 End Date: 29/07/22  
(Must be after Council's next Ordinary Meeting)

**Is a Prescribed Activity Permit required for this project?**  
 Yes – please include copy of approved permit / permit application.  
 No

**Grant sought from Council**

Financial Assistance: \$2000. (please provide quotes)

Being for the purchase of: Flights and Accommodation

In-Kind Assistance - relates to the waiver of fees associated with the use of Council facilities (hire of Council car, Community hall, etc).  
*Please complete a "Community Grants - In-kind" Application Form*

Prescribed Activity Permit fees – request to waiver permit fees falls under In-kind Assistance.  
*Please complete a "Community Grants - In-kind" Application Form*

**Please provide evidence of your fundraising efforts**

Parents are contributing

**Why is this project needed, and what benefits will it bring to the community?**

Opportunity for our children to participate in Rugby League. (attach letters of support from elders etc)

**Payment - Purchase Order Details** All payments will be made directly to relevant supplier/s.

Options for payment are:  Purchase Order  Auspice Entity

**Purchase Order Details**

Supplier	Amount

**Auspice Entity Details** (letter of support must be attached)

Auspice Name: Suruman Gladiators  
 Street Address: 64 James Street Warraber.  
 Phone No.: 04 57 025 864.  
 Email Address: clara.tamu@yahoo.com.au  
 Contact Name: Clara.tamu.  
 ABN: \_\_\_\_\_

## Agreement and Signature

I, the undersigned, certify that:

- To the best of my knowledge, the information given in this document is true and accurate.
- I have read and understood the Grants and Donations Procedure provided with this application and I agree to abide by the conditions of the grant as set out in the procedure.
- I understand that if Torres Strait Island Regional Council approves the grant, I will be bound by the contents of this application, to carry out the project as described in this application.

Name (printed):

Edward Marri

Signature:



Date: 27/05/22

Position in Community/Auspice Entity (if applicable):

### INFORMATION PRIVACY STATEMENT

Your Personal Information is protected by law and can only be released to someone else where authorised by law or where you give your permission. Council is collecting your personal information contained in this document for the purpose of assessment, administration and evaluation. This collection of Personal Information is authorised by law under the Information Privacy Act 2009. It is Council's usual practice that the Personal Information contained in this document is disclosed to Council's external auditors and published on Council's website and in Council's Annual Financial Statements as part of compliance with the Local Government Regulation 2012. By signing this declaration you consent to such disclosure and publication.

## Katherine Epseg

---

**From:** Cr. Kabay Tamu  
**Sent:** Thursday, 7 July 2022 4:42 PM  
**To:** Community Grants  
**Cc:** Olive Lui  
**Subject:** Re: URGENT - FOR YOUR SUPPORT: Community Grants - July Council Meeting

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

Kapu kut,

Support both applications but also would like to declare my COI for both as being heavily involved in both and as the founder of the Surumau Gladiators Football Club and Director of the Surumau Gladiators Football Club TSI Corporation.

ESO,

Cr. Kabay Tamu | Councillor - Division 10 - Warraber

Member: Climate Change Adaptation and Environment Committee

Torres Strait Island Regional Council



Phone: 07 4083 2552 Mobile: 0474 954 462  
Email: [Cr.Kabay.Tamu@tsirc.qld.gov.au](mailto:Cr.Kabay.Tamu@tsirc.qld.gov.au)  
Address: TSIRC, Warraber (Sue) Island, QLD 4875  
Website: [www.tsirc.qld.gov.au](http://www.tsirc.qld.gov.au)  
Find us on:   

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---

**From:** Community Grants <[Community.Grants@tsirc.qld.gov.au](mailto:Community.Grants@tsirc.qld.gov.au)>  
**Sent:** Thursday, July 7, 2022 4:25:48 PM  
**To:** Cr. Kabay Tamu <[Cr.Kabay.Tamu@tsirc.qld.gov.au](mailto:Cr.Kabay.Tamu@tsirc.qld.gov.au)>  
**Cc:** Olive Lui <[Olive.Lui@tsirc.qld.gov.au](mailto:Olive.Lui@tsirc.qld.gov.au)>  
**Subject:** URGENT - FOR YOUR SUPPORT: Community Grants - July Council Meeting

Good afternoon Cr. Tamu,

Please find **Community Grants** applications attached for your endorsement:

Application Number	Applicant	Project	Division	Requested Amount
CG2022-002	U18's Men's Rugby League - Surumau Gladiators	Contribution towards costs associated with attending the 2022 Bindal All Blacks Carnival in Townsville, 30/09-03/10/2022	Warraber	\$5,000.00
CG2022-003	Under 12's Rugby League - Surumau Gladiators	Contribution towards costs associated with participating in the 2022 Country Challenge Week on Thursday Island, 23-24/07/2022	Warraber	\$2,000.00

Please advise if you support these applications.

Current balance for Warraber Community is \$25,00.00

Please advise if you require any further information.

Kind regards,  
Katherine Epseg

**Community Grants**

Torres Strait Island Regional Council



Phone: 07 4034 5700

Email: [Community.Grants@tsirc.qld.gov.au](mailto:Community.Grants@tsirc.qld.gov.au)

Address: [Level 3, 111 - 115 Grafton Street, Cairns, Queensland 4870](#)

Website: [www.tsirc.qld.gov.au](http://www.tsirc.qld.gov.au)

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Skytrans Pty Ltd  
PO Box 140  
Stratford QLD 4870  
074046 2457  
ar@skytrans.com.au  
www.skytrans.com.au  
ABN 84 100 751 139

**Tax Invoice**  
**S16908**



INVOICE TO  
Torres Strait Island Regional  
Council  
Po Box 7532  
Cairns QLD 4870

DATE 26/05/2022	PLEASE PAY AUD 2,964.00	DUE DATE 09/06/2022
--------------------	----------------------------	------------------------

DATE	DESCRIPTION	GST	AMOUNT	RATE
	SYU-HID-SYU x 13 LFS July 2022	GST	2,964.00	228.00
		INCLUDES GST TOTAL		269.45
		TOTAL		2,964.00
		TOTAL DUE	<b>AUD 2,964.00</b>	

THANK YOU.

PLEASE SEND YOUR REMITTANCE ADVICE TO  
ar@skytrans.com.au and quote the invoice number.

Account Name: Skytrans Pty Ltd

BSB: 014 730

Acc: 151135383

**Katherine Epsog**

---

**From:** Jumula Dubbins Hostel <jdubbins.hostel@ahl.gov.au>  
**Sent:** Tuesday, 24 May 2022 11:47 AM  
**To:** Clara Tamu  
**Cc:** Jumula Dubbins Hostel  
**Subject:** RE: Re Booking [SEC=OFFICIAL]

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---

## OFFICIAL

Good morning,

reservation confirmed for 21 – 24 July 2022.

Total cost of tariff is \$672.00

The group booking consists of 3 of our family rooms with 3 students and 1 staff member in Rooms 1 and 2 and in Room 3 there will be 2 students and 2 staff members.

Please advise if any of the children and accompanying adults have any known allergies to food so we can have our cook know in advance.

We look forward to having you here.

Kind regards,

**Zhane Mairu | Assistant Hostel Manager | Jumula Dubbins Hostel | Aboriginal Hostels Limited**  
W 07 3151 4710 | M 0491 220 627 | 60 Victoria Parade, Thursday Island 4875 | [www.ahl.gov.au](http://www.ahl.gov.au)



Aboriginal Hostels Limited acknowledges and pays respect to the past, present and future Traditional Custodians and Elders of this nation and the continuation of cultural, spiritual and educational practices of Aboriginal and Torres Strait Islander peoples.

**From:** Clara Tamu <Clara.Tamu@health.qld.gov.au>  
**Sent:** Tuesday, 24 May 2022 11:01 AM  
**To:** Jumula Dubbins Hostel <jdubbins.hostel@ahl.gov.au>  
**Subject:** RE: Re Booking [SEC=OFFICIAL]

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---

Good Morning,

Please book the following guests.

In 21<sup>st</sup> July  
Out 24<sup>th</sup> July

Brian Pearson  
Imani Kepa  
Jophina Harry  
Ezekiel Mari  
Joel Billy-Daniels  
Jacinta Mari  
Tyrique Mooka  
Bryden Misick

**Adults**

Tony Harry  
Patricia Harry  
Kabay Tamu  
Lavinian Mabo

**From:** Jumula Dubbins Hostel <[jdubbins.hostel@ahl.gov.au](mailto:jdubbins.hostel@ahl.gov.au)>  
**Sent:** Monday, 23 May 2022 4:13 PM  
**To:** Clara Tamu <[Clara.Tamu@health.qld.gov.au](mailto:Clara.Tamu@health.qld.gov.au)>  
**Subject:** RE: Re Booking [SEC=OFFICIAL]

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---

## OFFICIAL

Good afternoon,

We do have availability for the dates requested.  
Could you please provide names of all persons included in the booking.  
We have three family rooms available (12 beds) if you would like for us to confirm.

Children aged 2-15 tariff is \$10 night  
Adults \$36 night

Regards,

**Zhane Mairu | Assistant Hostel Manager | Jumula Dubbins Hostel | Aboriginal Hostels Limited**  
W 07 3151 4710 | M 0491 220 627 | 60 Victoria Parade, Thursday Island 4875 | [www.ahl.gov.au](http://www.ahl.gov.au)



Aboriginal Hostels Limited acknowledges and pays respect to the past, present and future Traditional Custodians and Elders of this nation and the continuation of cultural, spiritual and educational practices of Aboriginal and Torres Strait Islander peoples.

**From:** Clara Tamu <Clara.Tamu@health.qld.gov.au>  
**Sent:** Monday, 23 May 2022 3:27 PM  
**To:** Jumula Dubbins Hostel <jdubbins.hostel@ahl.gov.au>  
**Subject:** Re Booking

CAUTION: This email came from an external party. If you do not know the sender or were not expecting this email, please do NOT click any links or open any attachments.

Good Afternoon,

Could I please book a room for 4 adults and 8 children for the 21<sup>st</sup> or 22<sup>nd</sup> July to the 24<sup>th</sup> July 2022.

Thanks

**Clara Tamu**  
Health Centre Manager  
Warraber Island Primary Health Care Centre  
Torres Strait–Northern Peninsula Hospital and Health Service | Queensland Government  
Warraber Island, Qld 4875  
t. 07 4090 1403 (direct)  
t. 07 4090 1400 (clinic)  
e. [Clara.Tamu@health.qld.gov.au](mailto:Clara.Tamu@health.qld.gov.au) | [www.torres-north.health.qld.gov.au](http://www.torres-north.health.qld.gov.au)

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CG2023-004

## Community Grants Application Form

### Applicant Details

#### Applicant Type

Individual

Community Entity

#### Applicant Details

Individual or  
Community Entity  
Name (eg, sports team,  
church group):

Western United Junior Rugby League Team

#### Contact Details

Street Address: 71 New Village Street, Mabuiag Island

Phone No.: 0455842280

Email Address: saintiew@hotmail.com

Community Entity Contact Name: Saintie Joe

Role of Contact:

Team Manager

### Eligibility - Please tick Yes or No to the following questions:

Is the individual / entity based within the boundaries of Torres Strait Island Regional Council?

Yes  No

Does the individual / entity carry on activities for a public purpose?

Yes  No

Is the individual / entity's primary objective directed at not making a profit?

Yes  No

Has the individual / entity breached a rental agreement, a childcare agreement or an agreed current payment plan with Council?

Yes  No

Is the entity a registered political party?

Yes  No

Has the individual / entity obtained any permits required to undertake the project/activity. (e.g. Prescribed Activity Permit for the operation of temporary entertainment or holding of a public place activity) (attach relevant permits)?

Yes  No

Has the individual / entity provided an acquittal declaration for all previous grants received?

Yes  No

### Project/Activity Details

Name of project/activity:

(Provide copies of event flyers)

Western United Rugby League Team attending County Challenge Round

Location of project/activity:

Thursday Island



Start Date: 22/07/22

End Date: 24/07/2022

(Must be after Council's next Ordinary Meeting)

**Is a Prescribed Activity Permit required for this project?**

- Yes – please include copy of approved permit / permit application  
 No

**Grant sought from Council**

Financial Assistance: \$ 8176.00 (please provide quotes)

Being for:

In-Kind Assistance: \$ (please provide dates)

Being for:

Prescribed Activity Permit fees: \$ (please provide dates)

Being for:

**Please provide evidence of your fundraising efforts:**

Flyer attached.

**Why is this project needed, and what benefits will it bring to the community?**

Encourage healthy lifestyle for our kids, boost interaction, build confidence and maintain relationships

(attach letters of support from elders etc)

**Payment - Purchase Order Details**

All payments will be made directly to relevant supplier/s:

Options for payment are:

- Purchase Order  Auspice Entity

**Purchase Order Details**

Supplier	Amount
Cape Air Transport	\$ 5676.00
IBIS \$2000	
TI Bulk Meats \$500.00	

**Auspice Entity Details** (letter of support must be attached)

Street Address:

Phone No.:

Email Address:

Contact Name:

ABN:

## Agreement and Signature

I, the undersigned, certify that:

- To the best of my knowledge, the information given in this document is true and accurate.
- I have read and understood the Grants and Donations Procedure provided with this application and I agree to abide by the conditions of the grant as set out in the procedure.
- I understand that if Torres Strait Island Regional Council approves the grant, I will be bound by the contents of this application, to carry out the project as described in this application.

Name (printed): Saintie Joe

Signature:



Date: 02/06/2022

Position in Community/Auspice Entity (if applicable):

### INFORMATION PRIVACY STATEMENT

Your Personal Information is protected by law and can only be released to someone else where authorised by law or where you give your permission. Council is collecting your personal information contained in this document for the purpose of assessment, administration and evaluation. This collection of Personal Information is authorised by law under the Information Privacy Act 2009. It is Council's usual practice that the Personal Information contained in this document is disclosed to Council's external auditors and published on Council's website and in Council's Annual Financial Statements as part of compliance with the Local Government Regulation 2012. By signing this declaration you consent to such disclosure and publication.

## Katherine Epsseg

**From:** Cr. Keith Fell  
**Sent:** Monday, 11 July 2022 12:56 PM  
**To:** Community Grants  
**Cc:** Solema Luffman; Saintie... Personal  
**Subject:** Re: URGENT - FOR YOUR SUPPORT: Community Grants - July Council Meeting  
**Attachments:** CG2023-004 Mabuiaq Western United JRL Team.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

Thanks Katherine,  
All is well...

I've spoken to Saintie about it and informed her I support the application to the value of \$5000.

Eso,  
Cr. Fell

Sent from my iPhone

Cr. Keith Fell | Councillor - Division 4 - Mabuiaq  
Chair: Housing and Safe and Healthy Communities Committee

Torres Strait Island Regional Council



Phone: 07 4083 2504 Mobile: 0458 696 682  
Email: [Cr.Keith.Fell@tsirc.qld.gov.au](mailto:Cr.Keith.Fell@tsirc.qld.gov.au)  
Address: TSIRC, Mabuiaq Island, QLD 4875  
Website: [www.tsirc.qld.gov.au](http://www.tsirc.qld.gov.au)  
Find us on:   

\*\*\*\*\*  
*This email and any attachments are confidential and are only to be read by the addressee as they may contain legally privileged information. If you are not the addressee indicated in this message (or responsible for delivery of such message to the addressee), you should destroy this message immediately and kindly notify the sender by return email.*  
\*\*\*\*\*

On 11 Jul 2022, at 12:38 pm, Community Grants <[Community.Grants@tsirc.qld.gov.au](mailto:Community.Grants@tsirc.qld.gov.au)> wrote:

Good Day Cr. Fell,

Please find a **Community Grants** application attached for your endorsement:

Application Number	Applicant	Project	Division	Re AI
CG2023-004	Mabuiaq U12's Western United JRL Team	Contributions towards costs associated with participating in the 2022 Country Challenge Week on Thursday Island, 22-24/07/2022	Mabuiaq	

**Please note:** The Mabuiaq U12's Western United JRL Team also submitted a Regional Grants application that was meant to be tabled at the June OM. Unfortunately, I had made a mistake on my June Council Report which led to the Regional Grants applications being missed for Council's determination. The application was included in the report but was not included in the recommendation. I have advised the applicant, Saintie Joe and it was recommended that the

amount requested from the Regional Grants application be added onto this community grants application as it is for the same Country Challenge Week on Thursday Island. This brings the total requested to **\$8,176.00**.

My sincere apologies for my mistakes and the unnecessary delays it has caused – we are working closely to ensure that this is avoided in the future. If you would like to discuss this further, I can be contacted on 4034 5767.

Current balance for Mabuia Community is \$25,000.00

Please advise if you support this application.

Please advise if you require any further information.

Kind regards,  
Katherine Epsig

**Community Grants**

Torres Strait Island Regional Council



Phone: 07 4034 5700  
Email: [Community.Grants@tsirc.qld.gov.au](mailto:Community.Grants@tsirc.qld.gov.au)  
Address: Level 3, 111 - 115 Grafton Street, Cairns, Queensland 4870  
Website: [www.tsirc.qld.gov.au](http://www.tsirc.qld.gov.au)  
Find us on:



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\*\*\*\*\*



# FUNDRAISING NOTICE

Our 10s and U12s will be selling raffle tickets  
fundraise for their travel into TI to compete at  
RUGBY LEAGUE COUNTRY WEEK CHALLENGE

**Tickets are \$5 each**

**4 PRIZES TO BE WON!!!**

- #1 Cake Mixer*
- #2 Meat box worth \$130*
- #3 20L Unleaded fuel*
- #4 \$30 credit*

Please see Maryann Whap  
for more information



# Cape Air Transport

Affordable & Reliable Single & Twin Engine Aircraft Charter

Your Safety is our Priority

Email: [info@capeairtransport.com](mailto:info@capeairtransport.com)

Bookings: Phone: 0740 903 661, Accounts: 07 40172 308

Operations Mobile: 0407595004

## QUOTE

Customer Name:	CASH ACCOUNT	Contact	SAINTIE JOE
Quote No:	CQ027713	Contact Phone:	0455842280 / No
Quote Date:	14/06/2022	Flight Cost:	Landline
Aircraft:	Twin Engine	Passenger Tax:	1323.00
Flight Date:	24/07/2022	Total Cost:	96.00
Your Reference:	27710		<b>1419.00 incl GST</b>

If you are Pre-Paying your flight please advise Operations, and use the quote number as your reference number

BANK ACCOUNT DETAILS: A/C NAME: MCGILVRAY AVIATION BSB: 633-000 A/C NO: 157483892

**Passengers are to be at the airport ready for flight 30 minutes before departure. If passengers are not at the airport at the time of departure it is at the discretion of Cape Air Transport to travel without that passengers.**

### Schedule and Maximum Payloads.

<b>HORN IS - MABUIAG</b>	<b>Departing</b>	<b>14:00</b>	<b>Arriving</b>	<b>14:22</b>
<b>Maximum Payload This Sector</b>	<b>594kg</b>			

Passengers	Weight	Baggage
1 CHILD	40Kg	10Kg
2 CHILD	40Kg	10Kg
3 CHILD	40Kg	10Kg
4 CHILD	40Kg	10Kg
5 CHILD	50Kg	10Kg
INFANT 1	10Kg	10Kg
1 ADULT	100Kg	10Kg

## NOTES

4/4

### Terms & Conditions

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Operations Mobile: 0407595004

## QUOTE

Customer Name:	CASH ACCOUNT	Contact	SAINTIE JOE
Quote No:	CQ027712	Contact Phone:	0455842280 / No
Quote Date:	14/06/2022	Flight Cost:	Landline
Aircraft:	Twin Engine	Passenger Tax:	1323.00
Flight Date:	24/07/2022	Total Cost:	96.00
Your Reference:	27710		<b>1419.00 incl GST</b>

If you are Pre-Paying your flight please advise Operations, and use the quote number as your reference number

BANK ACCOUNT DETAILS: A/C NAME: MCGILVRAY AVIATION BSB: 633-000 A/C NO: 157483892

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Passengers	Weight	Baggage
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3/4

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Operations Mobile: 0407595004

## QUOTE

<b>Customer Name:</b>	<b>CASH ACCOUNT</b>	Contact	SAINTIE JOE
			0455842280 / No
<b>Quote No:</b>	<b>CQ027711</b>	Contact Phone:	Landline
<b>Quote Date:</b>	14/06/2022	Flight Cost:	1323.00
<b>Aircraft:</b>	Twin Engine	Passenger Tax:	96.00
<b>Flight Date:</b>	22/07/2022	<b>Total Cost:</b>	<b>1419.00 incl GST</b>
<b>Your Reference:</b>	27710		

If you are Pre-Paying your flight please advise Operations, and use the quote number as your reference number

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### Schedule and Maximum Payloads.

<b>MABUIAG - HORN IS</b>	<b>Departing</b>	09:45	<b>Arriving</b>	10:07
<b>Maximum Payload This Sector</b>	627kg			

Passengers	Weight	Baggage
1 CHILD	40Kg	10Kg
2 CHILD	40Kg	10Kg
3 CHILD	40Kg	10Kg
4 CHILD	40Kg	10Kg
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2/4

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Operations Mobile: 0407595004

## QUOTE

Customer Name:	CASH ACCOUNT	Contact	SAINTIE JOE
Quote No:	CQ027710	Contact Phone:	0455842280 / No
Quote Date:	14/06/2022	Flight Cost:	Landline
Aircraft:	Twin Engine	Passenger Tax:	1323.00
Flight Date:	22/07/2022	Total Cost:	96.00
Your Reference:	27710		<b>1419.00 incl GST</b>

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<b>Maximum Payload This Sector</b>	<b>627kg</b>			

Passengers	Weight	Baggage
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1/4

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CG2022-005

# Community Grants Application Form

Applicant Details	
<b>Applicant Type</b>	
<input type="checkbox"/> Individual	<input checked="" type="checkbox"/> Community Entity
<b>Applicant Details</b>	
Individual or Community Entity Name (eg, sports team, church group):	Mura Kosker masig
<b>Contact Details</b>	
Street Address:	46 LOWATTA ROAD
Phone No.:	0436 371 793
Email Address:	MASIG@MURAKOSKER.ORG.AU
Community Entity Contact Name:	MARY LOWATTA
Role of Contact:	
Eligibility - Please tick Yes or No to the following questions:	
Is the individual / entity based within the boundaries of Torres Strait Island Regional Council?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Does the individual / entity carry on activities for a public purpose?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Is the individual / entity's primary objective directed at not making a profit?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Has the individual / entity breached a rental agreement, a childcare agreement or an agreed current payment plan with Council?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Is the entity a registered political party?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Has the individual / entity obtained any permits required to undertake the project/activity. (e.g. Prescribed Activity Permit for the operation of temporary entertainment or holding of a public place activity) (attach relevant permits)?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Has the individual / entity provided an acquittal declaration for all previous grants received?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Project/Activity Details	
Name of project/activity:	NAIDOC CELEBRATION (Provide copies of event flyers)
	MASIG
Location of project/activity:	MASIG



Start Date: 28 JULY 2022 End Date: 29 JULY 2022  
(Must be after Council's next Ordinary Meeting)

Is a Prescribed Activity Permit required for this project?

- Yes – please include copy of approved permit / permit application.  
 No

**Grant sought from Council**

Financial Assistance: \$500.00 (please provide quotes)

Being for the purchase of: Food for the celebration

In-Kind Assistance - relates to the waiver of fees associated with the use of Council facilities (hire of Council car, Community hall, etc).

Please complete a "Community Grants - In-kind" Application Form

Prescribed Activity Permit fees – request to waiver permit fees falls under In-kind Assistance.

Please complete a "Community Grants - In-kind" Application Form

**Please provide evidence of your fundraising efforts**

**Why is this project needed, and what benefits will it bring to the community?**

(attach letters of support from elders etc)

**Payment - Purchase Order Details**

All payments will be made directly to relevant supplier/s.

Options for payment are:  Purchase Order  Auspice Entity

**Purchase Order Details**

Supplier	Amount
Ibis Masig	\$500

**Auspice Entity Details**

(letter of support must be attached)

Auspice Name:

Street Address:

Phone No.:

Email Address:

Contact Name:

ABN:

## Agreement and Signature

I, the undersigned, certify that:

- To the best of my knowledge, the information given in this document is true and accurate.
- I have read and understood the Grants and Donations Procedure provided with this application and I agree to abide by the conditions of the grant as set out in the procedure.
- I understand that if Torres Strait Island Regional Council approves the grant, I will be bound by the contents of this application, to carry out the project as described in this application.

Name (printed): MARY LOWATTA

Signature: *Mary Lowatta*

Date: 26/05/20

Position in Community/Auspice Entity (if applicable):

### INFORMATION PRIVACY STATEMENT

Your Personal Information is protected by law and can only be released to someone else where authorised by law or where you give your permission. Council is collecting your personal information contained in this document for the purpose of assessment, administration and evaluation. This collection of Personal Information is authorised by law under the Information Privacy Act 2009. It is Council's usual practice that the Personal Information contained in this document is disclosed to Council's external auditors and published on Council's website and in Council's Annual Financial Statements as part of compliance with the Local Government Regulation 2012. By signing this declaration you consent to such disclosure and publication.

**Katherine Epseg**

---

**From:** Cr. Hilda Mosby  
**Sent:** Thursday, 7 July 2022 4:44 PM  
**To:** Community Grants  
**Cc:** Gikana Mosby; Selivyna Messa  
**Subject:** Re: URGENT - FOR YOUR SUPPORT: Community Grants - July Council Meeting

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

Kapu.kut team

Yes, I am supporting this application.

Thanks

Cr. Hilda Mosby | Councillor - Division 12 - Masig  
Chair: Climate Change Adaptation and Environment Committee

Torres Strait Island Regional Council



Phone: 07 4083 2751 Mobile: 0474 983 655  
Email: [Cr.Hilda.Mosby@tsirc.qld.gov.au](mailto:Cr.Hilda.Mosby@tsirc.qld.gov.au)  
Address: TSIRC, Masig (Yorke) Island, QLD 4875  
Website: [www.tsirc.qld.gov.au](http://www.tsirc.qld.gov.au)  
Find us on:   

\*\*\*\*\*  
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\*\*\*\*\*

---

**From:** Community Grants <Community.Grants@tsirc.qld.gov.au>  
**Sent:** Thursday, July 7, 2022 4:35:09 PM  
**To:** Cr. Hilda Mosby <Cr.Hilda.Mosby@tsirc.qld.gov.au>  
**Cc:** Gikana Mosby <Gikana.Mosby@tsirc.qld.gov.au>; Selivyna Messa <Selivyna.Messa@tsirc.qld.gov.au>  
**Subject:** URGENT - FOR YOUR SUPPORT: Community Grants - July Council Meeting

Good afternoon Cr. Mosby,

Please find a **Community Grants** application attached for your endorsement:

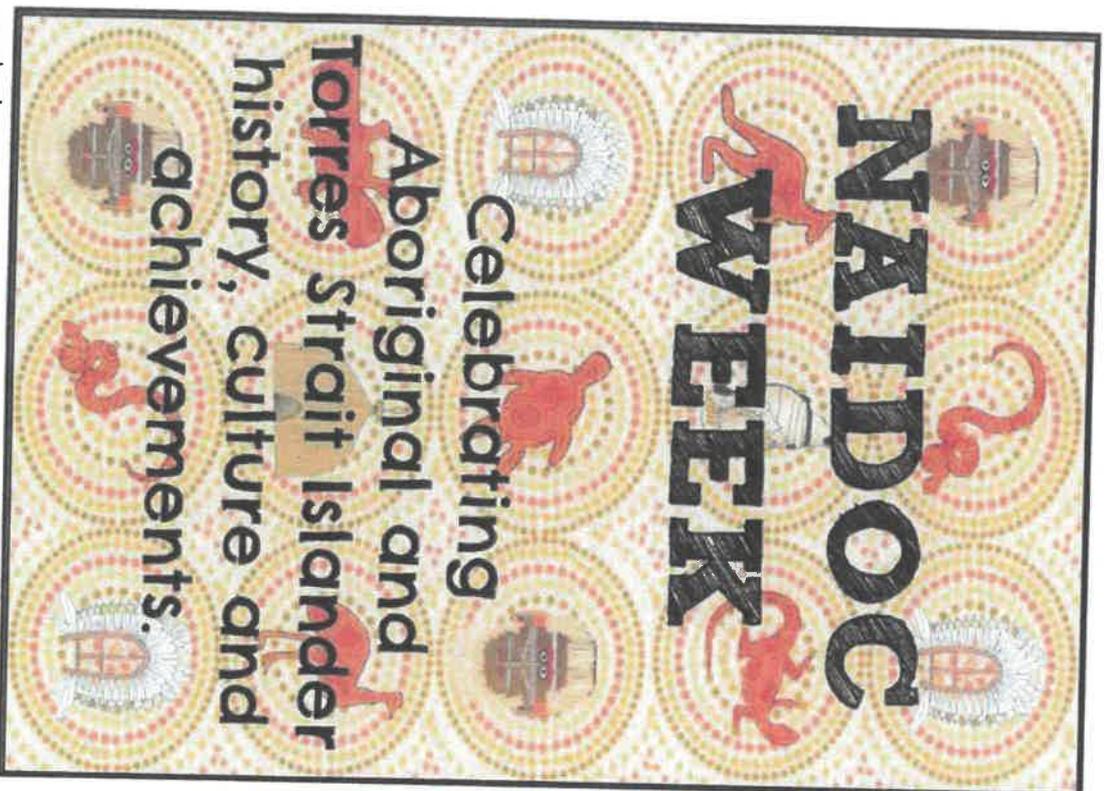
Application Number	Applicant	Project	Division	Requested Amount
CG2022-005	Mura Kosker Masig – Mary Lowatta	Contribution towards catering costs associated with participating in the 2022 NAIDOC Celebration on Yorke Island, 28-29/07/2022	Yorke	\$500.00

Please advise if you support this application.

Current balance for Yorke Community is \$23,763.84

Please advise if you require any further information.





## NAIDOC CELEBRATION

Thursday 28<sup>th</sup> July, 2022

Start Time: 10:00 am - Open Prayer

Activities - Recycling, Weaving, Tie-dye, Face painting, Games.

Light refreshments will provide during the day!

Finish Time: 2:00 pm

Friday 29<sup>th</sup> July, 2022

Start Time: 9:00

March from school to centre village.

Speeches

Entertainment & Light Refreshments

Activities

Teaching & Preparing food for Community feast together.

Finish time: 11:30 pm - Closing prayer to end the celebration!



CG2022- 006

## Community Grants Application Form

Applicant Details	
<b>Applicant Type</b>	
<input type="checkbox"/> Individual	<input checked="" type="checkbox"/> Community Entity
<b>Applicant Details</b>	
Individual or Community Entity Name (eg. sports team, church group):	Under 12's Western United JRL Team
<b>Contact Details</b>	
Street Address:	66 Main Road, Saibai Island
Phone No.:	0488769154
Email Address:	Kinau.Akiba@tsirc.qld.gov.au
Community Entity Contact Name:	Kinau Akiba
Role of Contact:	HLO
<b>Eligibility - Please tick Yes or No to the following questions:</b>	
Is the individual / entity based within the boundaries of Torres Strait Island Regional Council?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Does the individual / entity carry on activities for a public purpose?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Is the individual / entity's primary objective directed at not making a profit?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Has the individual / entity breached a rental agreement, a childcare agreement or an agreed current payment plan with Council?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Is the entity a registered political party?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Has the individual / entity obtained any permits required to undertake the project/activity. (e.g. Prescribed Activity Permit for the operation of temporary entertainment or holding of a public place activity) (attach relevant permits)?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Has the individual / entity provided an acquittal declaration for all previous grants received?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
<b>Project/Activity Details</b>	
Name of project/activity:	Under 12's Western United JRL Team. (Provide copies of event flyers)
Location of project/activity:	Thursday Island.



Start Date: 22/07/2022 End Date: 24/07/2022

(Must be after Council's next Ordinary Meeting)

Is a Prescribed Activity Permit required for this project?

- Yes - please include copy of approved permit / permit application.
No

Grant sought from Council

Financial Assistance: \$ 6346 (please provide quotes)

Being for the purchase of: Travel and accommodation expenses

In-Kind Assistance - relates to the waiver of fees associated with the use of Council facilities (hire of Council car, Community hall, etc).

Please complete a "Community Grants - In-kind" Application Form

Prescribed Activity Permit fees - request to waiver permit fees falls under In-kind Assistance.

Please complete a "Community Grants - In-kind" Application Form

Please provide evidence of your fundraising efforts

Why is this project needed, and what benefits will it bring to the community?

Support the students of Saibai Island to be successful in the future. (attach letters of support from elders etc)

Payment - Purchase Order Details

All payments will be made directly to relevant supplier/s:

Options for payment are: Purchase Order Auspice Entity

Purchase Order Details

Table with 2 columns: Supplier, Amount. Rows include Cape Air Transport (\$4492) and Gateway Torres Strait Resort (\$1854).

Auspice Entity Details

(letter of support must be attached)

Auspice Name:

Street Address:

Phone No.:

Email Address:

Contact Name:

ABN:

### Agreement and Signature

I, the undersigned, certify that:

- To the best of my knowledge, the information given in this document is true and accurate.
- I have read and understood the Grants and Donations Procedure provided with this application and I agree to abide by the conditions of the grant as set out in the procedure.
- I understand that if Torres Strait Island Regional Council approves the grant, I will be bound by the contents of this application, to carry out the project as described in this application.

Name (printed): KINAU AKIBA

Signature: 

Date: 2/06/22

Position in Community/Auspice Entity (if applicable): H.L.O

#### INFORMATION PRIVACY STATEMENT

Your Personal Information is protected by law and can only be released to someone else where authorised by law or where you give your permission. Council is collecting your personal information contained in this document for the purpose of assessment, administration and evaluation. This collection of Personal Information is authorised by law under the Information Privacy Act 2009. It is Council's usual practice that the Personal Information contained in this document is disclosed to Council's external auditors and published on Council's website and in Council's Annual Financial Statements as part of compliance with the Local Government Regulation 2012. By signing this declaration you consent to such disclosure and publication.

## Gateway Torres Strait Resort

Gateway Reception <info@torresstrait.com.au>

Wed 1/06/2022 12:21 PM

To: km\_akiba@hotmail.com <km\_akiba@hotmail.com>

Dear,

Thank you for your enquiry. I've included information about our accommodation and rates. For the booking, thanks for providing credit card details for my further handling.

### Gateway Torres Strait Resort

Single room (double bed): \$189/night

Double/twin share: \$219/night

Triple share: \$249/night

Quad share: \$279/night

5 share: \$309/night

**ALL Gateway packages come with complimentary:**

1. Breakfast
2. Airport/wharf pick up/drop off
3. Entry to museum

### **Cancellation or No Show**

Please note cancellation made in less than 24 hours prior to arrival or 'no show' will incur 100% charge.

Thank you!

Best regards,

Honey

### **Gateway Torres Strait Resort**

24 Outie Street, Horn Island QLD 4875

P.O. Box 6, Horn Island QLD 4875

### **Elikiam Holiday Park**

1 Miskin St, Horn Island QLD 4875

PH: 0740692222 | Fax: 0740692211 | E: [info@torresstrait.com.au](mailto:info@torresstrait.com.au) | W: [www.torresstrait.com.au](http://www.torresstrait.com.au)



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# Cape Air Transport

Affordable & Reliable Single & Twin Engine Aircraft Charter  
Your Safety is our Priority

Email: [info@capeairtransport.com](mailto:info@capeairtransport.com)

Bookings: Phone: 0740 903 661, Accounts: 07 40172 308

Operations Mobile: 0407595004

## QUOTE

<b>Customer Name:</b>	<b>CASH ACCOUNT</b>	<b>Contact</b>	<b>MICHAEL RICHARDS</b>
<b>Quote No:</b>	<b>CQ027078</b>	<b>Contact Phone:</b>	<b>No Mobile / No Landline</b>
<b>Quote Date:</b>	<b>19/05/2022</b>	<b>Flight Cost:</b>	<b>2216.00</b>
<b>Aircraft:</b>	<b>Twin Engine</b>	<b>Passenger Tax:</b>	<b>30.00</b>
<b>Flight Date:</b>	<b>22/07/2022</b>	<b>Total Cost:</b>	<b>2246.00 incl GST</b>
<b>Your Reference:</b>	<b>27078</b>		

If you are Pre-Paying your flight please advise Operations, and use the quote number as your reference number

**BANK ACCOUNT DETAILS: A/C NAME: MCGILVRAY AVIATION BSB: 633-000 A/C NO: 157483892**

**Passengers are to be at the airport ready for flight 30 minutes before departure. If passengers are not at the airport at the time of departure it is at the discretion of Cape Air Transport to travel without that passengers.**

### Schedule and Maximum Payloads.

<b>SAIBAI - HORN IS</b>	<b>Departing</b>	<b>09:00</b>	<b>Arriving</b>	<b>09:39</b>
<b>Maximum Payload This Sector</b>	<b>623kg</b>			

<b>Passengers</b>	<b>Weight</b>	<b>Baggage</b>
<b>1 ADULT</b>	<b>100Kg</b>	<b>10Kg</b>
<b>6 CHILD</b>	<b>50Kg</b>	<b>10Kg</b>

## NOTES

1/2

7 Passengers dependent on weights

### Terms & Conditions

- Passengers are to be at the airport ready for flight 30 minutes before departure.
- If passengers are not at the airport at the time of departure it is at the discretion of Cape Air Transport to travel without that passengers.
- A quote is NOT a confirmed booking and is valid for 7 days. Should you wish to receive a quote and book your charter at the same time please advise the staff.
- Quotes include passenger tax for the number of passengers advised, arriving and departing Horn. At any time should the numbers change the passenger tax will be altered accordingly. Passenger tax is paid for all passengers 3 years of age and over. Passenger tax is a tax imposed by Torres Shire Council.
- All private bookings to be paid for by cash, credit card or bank transfer must pay a 10% deposit at the time of booking, to confirm the charter. This is a non-refundable deposit. Full payment must be made 36 hours prior to departure. Should payment not be received 36 hours in advance your booking will automatically be cancelled. When making payment directly into the bank please ensure that you use your quote number as the reference.



## Cape Air Transport

Affordable & Reliable Single & Twin Engine Aircraft Charter  
Your Safety is our Priority

Email: [info@capeairtransport.com](mailto:info@capeairtransport.com)

Bookings: Phone: 0740 903 661, Accounts: 07 40172 306

Operations Mobile: 0407595004

- All payments made by card will incur a 1.5% fee
- Cape Air Transport is a Charter Business. The person booking the flight is responsible for the full payment of the flight.
- Purchase Orders must be received for the flight booking 36 hours prior to departure, unless preapproved.
- If a charter is cancelled on the day of travel a 100% cancellation fee may be incurred at the discretion of Cape Air Transport.
- If a charter is cancelled up to 24 Hours before the day of travel a 100% cancellation fee may be incurred at the discretion of Cape Air Transport.
- If a charter is cancelled up to 48 Hours before the day of travel a 75% cancellation fee may be incurred at the discretion of Cape Air Transport.
- If a charter is cancelled up to 72 Hours before the day of travel a 50% cancellation fee may be incurred at the discretion of Cape Air Transport.
- If a charter is booked and passengers do not show for a flight, a 100% cancellation fee will be incurred
- Cape Air Transport will not be responsible for the offloading of passengers or baggage if the weights are incorrectly advised and the aircraft is overweight. Safety is our first concern.
- Weather conditions will affect fuel load, which in turn will affect the maximum weight limit for passengers and baggage. Should the weather conditions reduce the payload of the aircraft, it will be at the discretion of Pilot. Cape Air Transport will not be responsible if any baggage or passengers need to be offloaded.
- In the event of multiple charters booked by the customer for the same time & destinations, Cape Air Transport reserves the right to move customers onto different aircraft to manage aircraft weight & balance requirements. Luggage may also be moved onto another aircraft in this case.
- All flights are subject to weather conditions and are at the pilot's discretion. The decision to cancel or delay a flight is not taken lightly. Your safety is our number 1 priority.
- If it is assessed that the weather may prohibit the flight, cause diversions en-route or prevent the aircraft from reaching its destination, where possible, Cape Air Transport will advise the client ahead of time. On the day of travel, should the client choose to continue with the flight, and not fulfil the quoted route, due to weather, the client will be charged the fees incurred by Cape Air Transport.



KADHEGO NGURPAY LAG  
SAIBAI ISLAND CAMPUS

Kadhego Ngurpay Lag  
Tagai State College – Saibai Island Campus

Phone: (07) 4214 8222  
Fax: (07) 4069 4047  
Email: the.principal@saibaislass.eq.edu.au



Campus Address:  
5 School Road Saibai Island, QLD, 4875

"NAVIGATING YUMI TO A SUCCESSFUL FUTURE" - TAGAI STATE COLLEGE

02 June 2022

To Whom It May Concern;

**RE: Junior Rugby League – Thursday Island Carnival (Saibai Island Students)**

I am writing a letter of support for the students who have been selected to attend the Junior Rugby League Carnival on Thursday Island on 23 July 2022.

The students selected are;

- Ricky Aniba
- Dora Wosomo
- Pricilla Dau
- Djiana Dau
- Robinson Waia
- Mainie Tabuai
- Ezekiel Namabai

These students were selected to be part of the initial Rugby trip to Mabuiag Island based on their attendance, dedication to behaviour improvement and work ethic in class. These students have continued to show considerable gains in all these areas and reflect the values of Kadhego Ngurpay Lag.

To support their training and attendance, the school welcomes these students to train after school hours on the school oval with adult supervision and is able to support the attendance of Teacher Aides to support coaching during these afternoon training sessions. This can be arranged through the TSIRC HLO for Saibai Island and the Teacher Aides directly.

We believe that this is a fantastic opportunity for children to compete and be exposed to great opportunities.

If you require anything further, please don't hesitate to contact me directly on 0457 126 275.

Yours in Education,

Michael Richards  
Head of Campus  
Kadhego Ngurpay Lag  
Tagai State College – Saibai Island Campus

"NAVIGATING YUMI TO A SUCCESSFUL FUTURE" - TAGAI

PROUD | RESPECTFUL  
RESPONSIBLE | SAFE



**Katherine Epseg**

---

**From:** Cr. Conwell Tabuai  
**Sent:** Friday, 8 July 2022 1:39 PM  
**To:** Community Grants  
**Cc:** Tina Tabuai  
**Subject:** Re: URGENT - FOR YOUR SUPPORT: Community Grants - July Council Meeting

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

Good afternoon,

For the first application of the children's football trip on behalf of the division 3 I would like to support by donating the full amount of their financial assistance.

For the second application for the dance team due to my conflict of interest I am a dancer participating in the upcoming cultural festival held on Thursday Island, however I would like to show support in donations \$6000.00 this will show that the dance team must show some commitment to meet the required amount shown in the application requested.

Please do not hesitate to contact me for further clarity. Esso

Kind regards

Cr. Conwell Tabuai | Councillor - Division 3 - Saibai  
Member: Economic Growth Committee

Torres Strait Island Regional Council



Phone: 07 4083 2801 Mobile: 0474 926 820  
Email: [Cr.Conwell.Tabuai@tsirc.qld.gov.au](mailto:Cr.Conwell.Tabuai@tsirc.qld.gov.au)  
Address: TSIRC, Saibai Island, QLD 4875  
Website: [www.tsirc.qld.gov.au](http://www.tsirc.qld.gov.au)

Find us on:   

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---

**From:** Community Grants <Community.Grants@tsirc.qld.gov.au>  
**Sent:** Thursday, July 7, 2022 4:52:23 PM  
**To:** Cr. Conwell Tabuai <Cr.Conwell.Tabuai@tsirc.qld.gov.au>  
**Cc:** Tina Tabuai <Tina.Tabuai@tsirc.qld.gov.au>  
**Subject:** URGENT - FOR YOUR SUPPORT: Community Grants - July Council Meeting

Good afternoon Cr. Tabuai,

Please find a **Community Grants** applications attached for your endorsement:

Application Number	Applicant	Project	Division	Request Amount
--------------------	-----------	---------	----------	----------------

CG2023-007	Muiyngu Koekaper Dance Team	Contribution towards costs associated with participating in the 2022 Winds of Zenadth Kes Cultural Festival on Thursday Island, 13-16/09/2022	Saibai	\$10,000.00
CG2023-006	Saibai Western United JRL Team	Contribution towards costs associated with participating in the 2022 County Challenge Week on Thursday Island, 23/07/2022	Saibai	\$6,346.00

Please advise if you support these applications.

Current balance for Saibai Community is \$25,000.00

Please advise if you require any further information.

Kind regards,  
Katherine Epsog

**Community Grants**

Torres Strait Island Regional Council



Phone: 07 4034 5700  
 Email: [Community.Grants@tsirc.qld.gov.au](mailto:Community.Grants@tsirc.qld.gov.au)  
 Address: [Level 3, 111 - 115 Grafton Street, Cairns, Queensland 4870](#)  
 Website: [www.tsirc.qld.gov.au](http://www.tsirc.qld.gov.au)  
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 \*\*\*\*\*



CG2022- 007

## Community Grants Application Form

Applicant Details	
<b>Applicant Type</b>	
<input type="checkbox"/> Individual	<input checked="" type="checkbox"/> Community Entity
<b>Applicant Details</b>	
Individual or Community Entity Name (eg, sports team, church group):	Muyngu Koekaper
<b>Contact Details</b>	
Street Address:	Lot 20 hospital Drive, Saibai Island
Phone No.:	04 678 29551
Email Address:	parialawara@gmail.com
Community Entity Contact Name:	Muyngu Koekaper
Role of Contact:	Member
Eligibility - Please tick Yes or No to the following questions:	
Is the individual / entity based within the boundaries of Torres Strait Island Regional Council?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Does the individual / entity carry on activities for a public purpose?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Is the individual / entity's primary objective directed at not making a profit?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Has the individual / entity breached a rental agreement, a childcare agreement or an agreed current payment plan with Council?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Is the entity a registered political party?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Has the individual / entity obtained any permits required to undertake the project/activity. (e.g. Prescribed Activity Permit for the operation of temporary entertainment or holding of a public place activity) (attach relevant permits)?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Has the individual / entity provided an acquittal declaration for all previous grants received?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Project/Activity Details	
Name of project/activity:	(Provide copies of event flyers)
Muyngu Koekaper	
Location of project/activity:	
SAIBAI ISLAND	



Start Date: 13/09/2022  
(Must be after Council's next Ordinary Meeting)

End Date: 16/09/2022

Is a Prescribed Activity Permit required for this project?

- Yes – please include copy of approved permit / permit application  
 No

**Grant sought from Council**

Financial Assistance: \$ 10,000 (please provide quotes)

Being for: Accommodation and dancing supplies

In-Kind Assistance: \$ (please provide dates)

Being for:

Prescribed Activity Permit fees: \$ (please provide dates)

Being for:

**Please provide evidence of your fundraising efforts:**

**Why is this project needed, and what benefits will it bring to the community?**

(attach letters of support from elders etc)

**Payment - Purchase Order Details**

*All payments will be made directly to relevant supplier/s*

Options for payment are:

- Purchase Order  Auspice Entity

**Purchase Order Details**

Supplier	Amount
Yumpla Fabric	\$2182.20
Tropic City: \$3674. Ti Motel: \$5,500	

**Auspice Entity Details** (letter of support must be attached)

Street Address:

Phone No.:

Email Address:

Contact Name:

ABN:

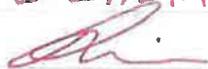
## Agreement and Signature

I, the undersigned, certify that:

- To the best of my knowledge, the information given in this document is true and accurate.
- I have read and understood the Grants and Donations Procedure provided with this application and I agree to abide by the conditions of the grant as set out in the procedure.
- I understand that if Torres Strait Island Regional Council approves the grant, I will be bound by the contents of this application, to carry out the project as described in this application.

Name (printed): JEHEMESS WAIA

Signature:



Date: 17/05/22

Position in Community/Auspice Entity (if applicable):

### INFORMATION PRIVACY STATEMENT

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**Katherine Epsog**

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**Follow Up Flag:** Follow up  
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Good afternoon,

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Please do not hesitate to contact me for further clarity. Esso

Kind regards

Cr. Conwell Tabuai | Councillor - Division 3 - Saibai  
Member: Economic Growth Committee

Torres Strait Island Regional Council



Phone: 07 4083 2801 Mobile: 0474 926 820  
Email: [Cr.Conwell.Tabuai@tsirc.qld.gov.au](mailto:Cr.Conwell.Tabuai@tsirc.qld.gov.au)  
Address: TSIRC, Saibai Island, QLD 4875  
Website: [www.tsirc.qld.gov.au](http://www.tsirc.qld.gov.au)  
Find us on:   

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**Cc:** Tina Tabuai <Tina.Tabuai@tsirc.qld.gov.au>  
**Subject:** URGENT - FOR YOUR SUPPORT: Community Grants - July Council Meeting

Good afternoon Cr. Tabuai,

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Application Number	Applicant	Project	Division	Requester Amount
--------------------	-----------	---------	----------	------------------

CG2023-007	Muiyngu Koekaper Dance Team	Contribution towards costs associated with participating in the 2022 Winds of Zenadth'Kes Cultural Festival on Thursday Island, 13-16/09/2022	Saibai	\$10,000.
CG2023-006	Saibai Western United JRL Team	Contribution towards costs associated with participating in the 2022 County Challenge Week on Thursday Island, 23/07/2022	Saibai	\$6,346.0

Please advise if you support these applications.

Current balance for Saibai Community is \$25,000.00

Please advise if you require any further information.

Kind regards,  
Katherine Epsag

### Community Grants

Torres Strait Island Regional Council



Phone: 07 4034 5700

Email: [Community.Grants@tsirc.qld.gov.au](mailto:Community.Grants@tsirc.qld.gov.au)

Address: [Level 3, 111 - 115 Grafton Street, Cairns, Queensland 4870](#)

Website: [www.tsirc.qld.gov.au](http://www.tsirc.qld.gov.au)

Find us on:   

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 \*\*\*\*\*

Dear Sir/Madam

Muiyngu Koekaper Dance Team (MKDT) is the community traditional dance team of Saibai Island. The island is situated to the extreme northern boundaries of Australia. Saibai has a fluctuating population for about 500 people. Our geographical location, whilst isolating us from regional/municipal amenities, has afforded us a sanctuary to 'keep our home fire burning'.

Established in 1989 during the early Torres Strait Festivals, Muiyngu Koekaper quickly became the identity of Saibai, through its vibrant and pulsatingly fast form of rhythmic traditional dancing. Its establishment was a recognition to ensure the maintenance and survival of our history, language, methods of expression and way of thinking. The literal translation of the name 'Muiyngu Koekaper', is 'ambers of the fire'. By dancing and singing, we are educating all, and especially our young, about all that is 'Saibai'. In turn, endeavouring to 'keep our home fire burning'.

Muiyngu Koekaper has a very well-travelled history. Having been invited to perform at local, regional, national and international events/festivals. From the Torres Strait Festivals to Cairns Indigenous Art Fair to the Melanesian Festival (Port Moresby), MKDT has been a proud and professional ambassador. Having endured a generational turn over of personnel, MKDT is once again ready to reconnect with audiences and continue the work of sharing and teaching about all that is 'Saibai'.

At present, MKDT is active locally in the school, volunteering valuable time to teach our next about their identity using the tools of song and dance. We are now ready to display the new generation of talent, modernised choreography/compositions of our dances.

We are seeking funding to do this at the 2022 Winds of Zenadth Kes Cultural Festival in September. We are asking for financial support on, but not limited to the following:

- Accommodation for our Elders in the Community for Ladies and Mans singer
- Material for the Ladies Singer and Ladies Dancer
- Dance Team Uniform shirts

Thanking you sincerely, in advance for your consideration. We look forward to hearing favourably. If you require further information/clarification, please do not hesitate to contact the named, on numbers provided.

**Contact details**

Muingu Koekaper Dance Team Member

Jehemess Waia

Lot 20 Hospital Drive, Saibai Island. QLD 4875.

Mobile: 0467829551

Email Address: [parialawaia@gmail.com](mailto:parialawaia@gmail.com)



**YUMPLA FABRICS**

**EST. 2018**

Tax Invoice Updated

**\$2,182.20**

Overdue since 23 May 2022

[Pay Invoice](#)

**Invoice #000198**

24 May 2022

**Customer**

MUYNGU KOEKAPER DANCE TEAM SAIBAI ISLAND

MUYNGU KOEKAPER DANCE TEAM

[ntabu0@eq.edu.au](mailto:ntabu0@eq.edu.au)

0448 303 063

9 MAIN ROAD

SAIBAI ISLAND QLD 4875

**Additional Recipients**

[nctab22@gmail.com](mailto:nctab22@gmail.com)

**Message**

We eso (thank you) for your business.

**Invoice summary**

<b>Payment</b> <i>with Discount</i>	<b>\$2,025.00</b>
<b>Aust Post</b> (\$26.20 ea.) x 6 <i>5kg weight</i>	<b>\$157.20</b>
Subtotal	\$2,182.20
<b>Total Due</b>	<b>\$2,182.20</b>

No GST has been charged.

**Yumpla Fabrics**

[yumplafabrics@gmail.com](mailto:yumplafabrics@gmail.com)

0435 749 997

ABN 60 754 762 361

Please contact Yumpla Fabrics about its privacy practices.





1 Evergreen Street  
Clifton Beach

Phone 07 4055 3295  
Fax 07 4055 3069  
Email sales@tropicshirts.com  
A R N 63 257 712 197

## Quotation

Date : 19/05/2022

Quotation Number : 00001701

**Bill To:**

MUYNGU KOEKAPER  
SAIBAI ISLAND QLD 4875  
07 4083 2801 Mobile: 0474 926 820

**Ship To:**

MUYNGU KOEKAPER  
SAIBAI ISLAND QLD 4875  
07 4083 2801 Mobile: 0474 926 820

QTY	Description	Price	GST	Line Total	Code
	50 SHIRTS for SAIBAI DANCE TEAM				
50	50 SUBLIMATED POLO SHIRTS with POCKET in 100% QUICK DRY POLYESTER 145g SIZES AVAILABLE: S, M, L, XL, XXL, 3XL, 4XL, 5XL	\$55.00	\$275.00	\$3,025.00	GST
1	Create Digital Artwork as per your attachment	\$500.00	\$50.00	\$550.00	GST
1	Freight via SEASWIFT to SAIBAI ISLAND	\$90.00	\$9.00	\$99.00	GST
<p><b>Our Terms are we will require a 50% deposit before we start your order and the balance on completion.</b></p>					

**Bank Details**  
Commonwealth Bank  
BSB : 064 836  
A/C : 100 40391

Please use quotation number or name as reference to allow correct allocation of your payment.

<b>GST</b>	<b>\$334.00</b>	<b>GST</b>
<b>Invoice Total</b>	<b>\$3,674.00</b>	
<b>Paid to</b>	<b>\$0.00</b>	
<b>Total</b>	<b>\$3,674.00</b>	



<b>Arrival Date</b>	Monday, 12 September 2022
<b>Departure Date</b>	Saturday, 17 September 2022
<b>Number of Nights</b>	5
<b>Adults</b>	10
<b>Children</b>	0

---

<b>Total Amount</b>	5,500.00
<b>Deposit Paid</b>	0.00
<b>Balance</b>	5,500.00

Prices are in AUD

Thank you for choosing to stay with us. We hope to make your time with us enjoyable. If you need to make any changes to your reservation, please let us know.

Thank you,

**TI Motel Team**

---

**Terms & Conditions:**

Check out time is 10.00 am. Check in after 1.00pm. After 5.00pm please contact office 40692815. Baggage storage is available on request.

We ask all guests to conserve water and electricity. Please notify on-site reception staff if anything needs to be attended.

Rooms are serviced every day where possible Monday-Saturday.

TI Motel reserves the right to ask any person to leave the premises and cancel accommodation immediately for any of the following reasons:

Drunk and disorderly, under the influence of illicit drugs, excessive noise including music, disturbing or harassing other guests, mistreatment of property, allowing unauthorised persons entering property, exceeding maximum persons in the room.

**Payment Policy :**

Full payment for length of stay to be settled prior or upon arrival unless an account holder or previously arranged. Any damage or theft of property or excess cleaning charges will be allocated to credit/debit card presented. Direct deposit payments to TI Motel via

NAB 084-472 Account number 473162253      Remittance to [admin@timotel.com.au](mailto:admin@timotel.com.au)

**Cancellation Policy:** Any cancellations within 48 hours of check in will result in the required payment of one night accommodation. Cancelling during stay will incur 2 nights charge

**Pet Policy:** NO Pets allowed, Guide dogs accepted





CG2022- 008

## Community Grants Application Form

Applicant Details	
<b>Applicant Type</b>	
<input type="checkbox"/> Individual	<input checked="" type="checkbox"/> Community Entity
<b>Applicant Details</b>	
Individual or Community Entity Name (eg, sports team, church group):	Sandra Baira Healthy Lifetsyle Officer Badu Island Division 5 <i>Badu Western United Junior Rugby League team</i>
<b>Contact Details</b>	
Street Address:	201 Nona Street, Badu Island, Qld 4875
Phone No.:	0740832110/ 0740832100
Email Address:	sandra.baira@tsirc.qld.gov.au
Community Entity Contact Name:	Sandra Baira
Role of Contact:	Healthy Lifestyle Officer
<b>Eligibility - Please tick Yes or No to the following questions:</b>	
Is the individual / entity based within the boundaries of Torres Strait Island Regional Council?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Does the individual / entity carry on activities for a public purpose?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Is the individual / entity's primary objective directed at not making a profit?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Has the individual / entity breached a rental agreement, a childcare agreement or an agreed current payment plan with Council?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Is the entity a registered political party?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Has the individual / entity obtained any permits required to undertake the project/activity. (e.g. Prescribed Activity Permit for the operation of temporary entertainment or holding of a public place activity) (attach relevant permits)?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Has the individual / entity provided an acquittal declaration for all previous grants received?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
<b>Project/Activity Details</b>	
<b>Name of project/activity:</b>	(Provide copies of event flyers)
Western United JRL	
<b>Location of project/activity:</b>	
Thursday Island	



<b>Start Date:</b>	<b>End Date:</b>
(Must be after Council's next Ordinary Meeting)	
<b>Is a Prescribed Activity Permit required for this project?</b>	
<input type="checkbox"/> Yes – please include copy of approved permit / permit application.	
<input checked="" type="checkbox"/> No	
<b>Grant sought from Council</b>	
<input checked="" type="checkbox"/> Financial Assistance: \$ 1782.00 (please provide quotes)	
Being for the purchase of: Flights (return) BDD- HID	
<input type="checkbox"/> In-Kind Assistance - relates to the waiver of fees associated with the use of Council facilities (hire of Council car, Community hall, etc). <i>Please complete a "Community Grants - In-kind" Application Form</i>	
<input type="checkbox"/> Prescribed Activity Permit fees – request to waiver permit fees falls under In-kind Assistance. <i>Please complete a "Community Grants - In-kind" Application Form</i>	
<b>Please provide evidence of your fundraising efforts</b>	
No Fundraising at this moment, Fundraising yet to be confirmed.	
<b>Why is this project needed, and what benefits will it bring to the community?</b>	
Improve fitness and curically develop social skills including tolerance, leadership, determination and team work.	
(attach letters of support from elders etc)	
<b>Payment - Purchase Order Details</b> <small>All payments will be made directly to relevant supplier/s</small>	
Options for payment are:	<input checked="" type="checkbox"/> Purchase Order <input type="checkbox"/> Auspice Entity
<b>Purchase Order Details</b>	
<b>Supplier</b>	<b>Amount</b>
Skytrans	\$1782.00
<b>Auspice Entity Details</b> (letter of support must be attached)	
Auspice Name:	
Street Address:	
Phone No.:	
Email Address:	
Contact Name:	
ABN:	_____

## Agreement and Signature

I, the undersigned, certify that:

- To the best of my knowledge, the information given in this document is true and accurate.
- I have read and understood the Grants and Donations Procedure provided with this application and I agree to abide by the conditions of the grant as set out in the procedure.
- I understand that if Torres Strait Island Regional Council approves the grant, I will be bound by the contents of this application, to carry out the project as described in this application.

Name (printed): Sandra Baira

Signature: *cassandra Baira*

Date: 06/06/2022

Position in Community/Auspice Entity (if applicable): Healthy Lifestyle Officer

### INFORMATION PRIVACY STATEMENT

Your Personal Information is protected by law and can only be released to someone else where authorised by law or where you give your permission. Council is collecting your personal information contained in this document for the purpose of assessment, administration and evaluation. This collection of Personal Information is authorised by law under the Information Privacy Act 2009. It is Council's usual practice that the Personal Information contained in this document is disclosed to Council's external auditors and published on Council's website and in Council's Annual Financial Statements as part of compliance with the Local Government Regulation 2012. By signing this declaration you consent to such disclosure and publication.

## Katherine Epseg

**From:** Cr. Laurie Nona  
**Sent:** Saturday, 9 July 2022 9:15 AM  
**To:** Community Grants  
**Cc:** Clara Bowie  
**Subject:** Re: URGENT - FOR YOUR SUPPORT: Community Grants - July Council Meeting  
**Attachments:** CG2023-008 Badu Western United JLR Team.pdf; CG2023-016 Argun Warriors Rugby League.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

Goday

This request is supported.

Sent from my iPhone

Cr. Laurie Nona | Councillor - Division 5 - Badu  
Member: Culture, Arts, Land and Heritage Committee

Torres Strait Island Regional Council



Phone: 0437 495 688 Mobile: 0437 495 688

Email: [Cr.Laurie.Nona@tsirc.qld.gov.au](mailto:Cr.Laurie.Nona@tsirc.qld.gov.au)

Address: TSIRC, Badu Island, QLD 4875

Website: [www.tsirc.qld.gov.au](http://www.tsirc.qld.gov.au)

Find us on:   

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\*\*\*\*\*

On 7 Jul 2022, at 5:06 pm, Community Grants <Community.Grants@tsirc.qld.gov.au> wrote:

Good afternoon Cr. Nona,

Please find **Community Grants** applications attached for your endorsement:

Application Number	Applicant	Project	Division	Re A
CG2023-016	Argun Warriors Rugby League	Contribution towards costs associated with participating in the 2022 Dan Ropeyarn Cup in Bamaga, 28-30/10/2022	Badu	\$:
CG2023-008	Badu Western United JLR Team	Contribution towards costs associated with participating in the 2022 Country Challenge Week on Thursday Island, 22-25/07/2022	Badu	

Please advise if you support these applications.

Current balance for Badu Community is \$25,000.00

Please advise if you require any further information.

Kind regards,  
Katherine Epsseg

**Community Grants**

Torres Strait Island Regional Council



Phone: 07 4034 5700  
Email: [Community.Grants@tsirc.qld.gov.au](mailto:Community.Grants@tsirc.qld.gov.au)  
Address: [Level 3, 111 - 115 Grafton Street, Cairns, Queensland 4870](#)  
Website: [www.tsirc.qld.gov.au](http://www.tsirc.qld.gov.au)  
Find us on:



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## Katherine Epseg

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**From:** Skytrans Info <info@skytrans.com.au>  
**Sent:** Monday, 6 June 2022 2:12 PM  
**To:** Dilly Matasia  
**Cc:** Sandra Baira  
**Subject:** Re: quote- BDD to Horn (return) 22/07/21-25/07/21 LFS Rates

**\*\* CAUTION \*\* - EXTERNAL EMAIL**

**DO NOT** reply, click on links (including email addresses) or open attachments unless you have verified the sender and know the content is safe.

If in any doubt, delete the message or call IT Services for assistance.

Hi Dilly,

Good Day!

Here's the flight details:

22 JULY 2022 15:30 BADU - 16:10 HORN

25 JULY 2022 15:00 HORN - 15:20 BADU

**TOTAL FLIGHT COSTS FOR 9 PASSENGERS UNDER LOCAL FARE: \$1,782.00 (per passenger \$198.00)**

Let me know if we can proceed with the booking.

Kind regards,  
Jome Brown  
SkyTrans Reservations  
Phone: 1300 759 872  
Fax: 07 4035 9057  
PO box 140, Stratford 4870  
Email: [info@skytrans.com.au](mailto:info@skytrans.com.au)



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**From:** Dilly Matasia <Dilly.Matasia@tsirc.qld.gov.au>  
**Sent:** Monday, June 6, 2022 1:35 PM  
**To:** Skytrans Info <info@skytrans.com.au>  
**Cc:** Sandra Baira <Sandra.Baira@tsirc.qld.gov.au>  
**Subject:** Fwd: quote- BDD to Horn (return) 22/07/21-25/07/21 LFS Rates  
Good afternoon Skytrans,

Please see attached request for quote for the below passengers.

Kind regards

Dilly Matasia | Administration Officer - BSU (Badu)

Torres Strait Island Regional Council



Phone: 07 4083 2105  
Email: [Dilly.Matasia@tsirc.qld.gov.au](mailto:Dilly.Matasia@tsirc.qld.gov.au)  
Address: TSIRC, Badu Island, QLD 4875  
Website: [www.tsirc.qld.gov.au](http://www.tsirc.qld.gov.au)  
Find us on:   

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**From:** Sandra Baira <[Sandra.Baira@tsirc.qld.gov.au](mailto:Sandra.Baira@tsirc.qld.gov.au)>  
**Sent:** Wednesday, 1 June 2022 2:52 PM  
**To:** 'info@skytrans.com' <[info@skytrans.com](mailto:info@skytrans.com)>  
**Cc:** 'cjahmat@yahoo.com.au' <[cjahmat@yahoo.com.au](mailto:cjahmat@yahoo.com.au)>  
**Subject:** quote- BDD to Horn (return) 22/07/21-25/07/21 LFS Rates

Good Afternoon,

Could I please get quotes and availability for the below passengers for Local Fare Scheme please ?

- Miss Alice Hosea- BDD/0456
- Miss Tiffany Nona- BDD/0422
- Miss Timena Nona-Ahmat – BDD/0886
- Miss Lenora Matasia-Baira – BDD/051
- Mr Frank Kebisu – BDD/036
- Mr De'Aundre Yorkston – BDD/083
- Mr Silas Baira – BDD/0425
- Mr Peo Blanket Jnr – BDD/228
- Cassandra Baira – BDD/211

There will also be one more adult but will Confirm once I have a name.

Depart Badu Island to Horn Island on the 22<sup>nd</sup> July 2022

Depart Horn Island to Badu Island on the 25<sup>th</sup> July 2022.

Kind Regards

Cassandra Baira

**TSIRC Office Closure Notice**

*Please be advised that all Torres Strait Island Regional Council offices will be closed on the 30/05/2022, the 31/05/2022 and the 03/06/2022. Normal operating times will resume on the 06/06/2022.*

Sandra Baira | Healthy Lifestyle Officer

Torres Strait Island Regional Council



Phone: 07 4083 2110  
Email: [Sandra.Baira@tsirc.qld.gov.au](mailto:Sandra.Baira@tsirc.qld.gov.au)  
Address: TSIRC, Badu Island, QLD 4875  
Website: [www.tsirc.qld.gov.au](http://www.tsirc.qld.gov.au)  
Find us on:   

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CG2022- 009

## Community Grants Application Form

Applicant Details	
<b>Applicant Type</b>	
<input checked="" type="checkbox"/> Individual	<input type="checkbox"/> Community Entity
<b>Applicant Details</b>	
Individual or Community Entity Name (eg, sports team, church group):	Yoshira Newie (St Pauls Western United U12 RL)
<b>Contact Details</b>	
Street Address:	ST PAULS COMMUNITY
Phone No.:	04 36 112 429
Email Address:	yoshira.newie88@hotmail.com
Community Entity Contact Name:	
Role of Contact:	
<b>Eligibility - Please tick Yes or No to the following questions:</b>	
Is the individual / entity based within the boundaries of Torres Strait Island Regional Council?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does the individual / entity carry on activities for a public purpose?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Is the individual / entity's primary objective directed at not making a profit?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Has the individual / entity breached a rental agreement, a childcare agreement or an agreed current payment plan with Council?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Is the entity a registered political party?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Has the individual / entity obtained any permits required to undertake the project/activity. (e.g. Prescribed Activity Permit for the operation of temporary entertainment or holding of a public place activity) (attach relevant permits)?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Has the individual / entity provided an acquittal declaration for all previous grants received?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
<b>Project/Activity Details</b>	
Name of project/activity:	2022- COUNTRY WEEK JULY 23RD 2022 (Provide copies of event flyers)
Location of project/activity:	THURSDAY ISLAND JULY 23RD 2022



Start Date: 22/07/2022 End Date: 24/07/2022  
(Must be after Council's next Ordinary Meeting)

Is a Prescribed Activity Permit required for this project?

- Yes – please include copy of approved permit / permit application  
 No

**Grant sought from Council**

Financial Assistance: \$ 2,200.00. (please provide quotes)

Being for: QUOTE - RETURN CHARTER  
KUBIN - HORN - KUBIN (22ND JULY - 24TH JULY)

In-Kind Assistance: \$ (please provide dates)

Being for:

Prescribed Activity Permit fees: \$ (please provide dates)

Being for:

**Please provide evidence of your fundraising efforts:**

**Why is this project needed, and what benefits will it bring to the community?**

NEXT GENERATION, STAR FOR RUGBY LEAGUE

(attach letters of support from elders etc)

**Payment - Purchase Order Details**

All payments will be made directly to relevant supplier/s:

Options for payment are:

- Purchase Order  Auspice Entity

**Purchase Order Details**

Supplier	Amount
CAPE AIR TRANSPORT (AIRLINE)	\$2,026.00

**Auspice Entity Details (letter of support must be attached)**

Street Address:

Phone No.:

Email Address:

Contact Name:

ABN:

### Agreement and Signature

I, the undersigned, certify that:

- To the best of my knowledge, the information given in this document is true and accurate.
- I have read and understood the Grants and Donations Procedure provided with this application and I agree to abide by the conditions of the grant as set out in the procedure.
- I understand that if Torres Strait Island Regional Council approves the grant, I will be bound by the contents of this application, to carry out the project as described in this application.

Name (printed): Yoshira Newie

Signature: 

Date: 08/06/2022

Position in Community/Auspice Entity (if applicable):

### INFORMATION PRIVACY STATEMENT

Your Personal Information is protected by law and can only be released to someone else where authorised by law or where you give your permission. Council is collecting your personal information contained in this document for the purpose of assessment, administration and evaluation. This collection of Personal Information is authorised by law under the Information Privacy Act 2009. It is Council's usual practice that the Personal Information contained in this document is disclosed to Council's external auditors and published on Council's website and in Council's Annual Financial Statements as part of compliance with the Local Government Regulation 2012. By signing this declaration you consent to such disclosure and publication.

## Katherine Epsag

**From:** Cr. John Levi  
**Sent:** Monday, 11 July 2022 11:57 AM  
**To:** Community Grants  
**Cc:** Peli Ware  
**Subject:** Re: URGENT - FOR YOUR SUPPORT: Community Grants - July Council Meeting

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

Hi team application supported...

**Cr. John Levi | Councillor - Division 7 - St. Pauls**  
**Member: Housing and Safe and Healthy Communities Committee**

Torres Strait Island Regional Council



Phone: 07 4083 2901 Mobile: 0437 423 102  
Email: [Cr.John.Levi@tsirc.qld.gov.au](mailto:Cr.John.Levi@tsirc.qld.gov.au)  
Address: TSIRC, Moa (St Pauls) Island, QLD 4875  
Website: [www.tsirc.qld.gov.au](http://www.tsirc.qld.gov.au)  
Find us on:   

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**From:** Community Grants <Community.Grants@tsirc.qld.gov.au>  
**Sent:** Monday, July 11, 2022 11:50:51 AM  
**To:** Cr. John Levi <Cr.John.Levi@tsirc.qld.gov.au>  
**Cc:** Peli Ware <Peli.Ware@tsirc.qld.gov.au>  
**Subject:** URGENT - FOR YOUR SUPPORT: Community Grants - July Council Meeting

Good morning Cr. Levi,

Please find a **Community Grants** application attached for your endorsement:

Application Number	Applicant	Project	Division	Requested Amount
CG2023-009	Yoshira Newie (St Paul's U12's Western united JRL Team)	Contributions towards travel costs associated with participating in the 2022 Country Challenge Week on Thursday Island, 22-24/07/2022	St Paul's	\$2,200.00

Please advise if you support this application.

Current balance for St Paul's Community is \$25,000.00

Please advise if you require any further information.

Kind regards,  
Katherine Epsag

**Community Grants**

Torres Strait Island Regional Council



Phone: 07 4034 5700

Email: [Community.Grants@tsirc.qld.gov.au](mailto:Community.Grants@tsirc.qld.gov.au)

Address: [Level 3, 111 - 115 Grafton Street, Cairns, Queensland 4870](#)

Website: [www.tsirc.qld.gov.au](http://www.tsirc.qld.gov.au)

Find us on:   

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# Cape Air Transport

Affordable & Reliable Single & Twin Engine Aircraft Charter  
Your Safety is our Priority

Email: [info@capeairtransport.com](mailto:info@capeairtransport.com)

Bookings: Phone: 0740 903 661, Accounts: 07 40172 308

Operations Mobile: 0407595004

## QUOTE

Customer Name:	TSIRC	Contact	YOSHIRA NEWIE
			0427 924 349 / 4083
Quote No:	CQ027573	Contact Phone:	2903
Quote Date:	08/06/2022	Flight Cost:	917.00
Aircraft:	Twin Engine	Passenger Tax:	96.00
Flight Date:	24/07/2022	Total Cost:	1013.00 Incl GST
Your Reference:	27571		

If you are Pre-Paying your flight please advise Operations, and use the quote number as your reference number

BANK ACCOUNT DETAILS: A/C NAME: MCGILVRAY AVIATION BSB: 633-000 A/C NO: 157483892

Passengers are to be at the airport ready for flight 30 minutes before departure. If passengers are not at the airport at the time of departure it is at the discretion of Cape Air Transport to travel without that passengers.

### Schedule and Maximum Payloads.

<b>HORN IS - KUBIN</b>	<b>Departing</b>	09:00	<b>Arriving</b>	09:14
<b>Maximum Payload This Sector</b>	608kg			

Passengers	Weight	Baggage
WAGIE WARE	69Kg	10Kg
CHRISTOPHER WARE	45Kg	10Kg
ZEPHANIA KRIS	58Kg	10Kg
RAYCNA KRIS	52Kg	10Kg
AHMANE WAPAU	42Kg	10Kg
VAUGHAN WAPAU	104Kg	10Kg

## NOTES

3/4

### Terms & Conditions

- Passengers are to be at the airport ready for flight 30 minutes before departure.
- If passengers are not at the airport at the time of departure it is at the discretion of Cape Air Transport to travel without that passengers.
- A quote is NOT a confirmed booking and is valid for 7 days. Should you wish to receive a quote and book your charter at the same time please advise the staff.
- Quotes include passenger tax for the number of passengers advised, arriving and departing Horn. At any time should the numbers change the passenger tax will be altered accordingly. Passenger tax is paid for all passengers 3 years of age and over. Passenger tax is a tax imposed by Torres Shire Council.
- All private bookings to be paid for by cash, credit card or bank transfer must pay a 10% deposit at the time of booking, to confirm the charter. This is a non-refundable deposit. Full payment must be made 36 hours prior to



## Cape Air Transport

Affordable & Reliable Single & Twin Engine Aircraft Charter

Your Safety is our Priority

Email: [info@capeairtransport.com](mailto:info@capeairtransport.com)

Bookings: Phone: 0740 503 661, Accounts: 07 40172 306

Operations Mobile: 0407595004

departure. Should payment not be received 36 hours in advance your booking will automatically be cancelled. When making payment directly into the bank please ensure that you use your quote number as the reference.

- All payments made by card will incur a 1.5% fee
- Cape Air Transport is a Charter Business. The person booking the flight is responsible for the full payment of the flight.
- Purchase Orders must be received for the flight booking 36 hours prior to departure, unless preapproved.
- If a charter is cancelled on the day of travel a 100% cancellation fee may be incurred at the discretion of Cape Air Transport.
- If a charter is cancelled up to 24 Hours before the day of travel a 100% cancellation fee may be incurred at the discretion of Cape Air Transport.
- If a charter is cancelled up to 48 Hours before the day of travel a 75% cancellation fee may be incurred at the discretion of Cape Air Transport.
- If a charter is cancelled up to 72 Hours before the day of travel a 50% cancellation fee may be incurred at the discretion of Cape Air Transport.
- If a charter is booked and passengers do not show for a flight, a 100% cancellation fee will be incurred
- Cape Air Transport will not be responsible for the offloading of passengers or baggage if the weights are incorrectly advised and the aircraft is overweight. Safety is our first concern.
- Weather conditions will affect fuel load, which in turn will affect the maximum weight limit for passengers and baggage. Should the weather conditions reduce the payload of the aircraft, it will be at the discretion of Pilot. Cape Air Transport will not be responsible if any baggage or passengers need to be offloaded.
- In the event of multiple charters booked by the customer for the same time & destinations, Cape Air Transport reserves the right to move customers onto different aircraft to manage aircraft weight & balance requirements. Luggage may also be moved onto another aircraft in this case.
- All flights are subject to weather conditions and are at the pilot's discretion. The decision to cancel or delay a flight is not taken lightly. Your safety is our number 1 priority.
- If it is assessed that the weather may prohibit the flight, cause diversions en-route or prevent the aircraft from reaching its destination, where possible, Cape Air Transport will advise the client ahead of time. On the day of travel, should the client choose to continue with the flight, and not fulfil the quoted route, due to weather, the client will be charged the fees incurred by Cape Air Transport.



# Cape Air Transport

Affordable & Reliable Single & Twin Engine Aircraft Charter

Your Safety is our Priority

Email: [info@capeairtransport.com](mailto:info@capeairtransport.com)

Bookings: Phone: 0740 903 661, Accounts: 07 40172 308

Operations Mobile: 0407595004

## QUOTE

Customer Name:	TSIRC	Contact	YOSHIRA NEWIE
Quote No:	CQ027571	Contact Phone:	0427 924 349 / 4083
Quote Date:	08/06/2022	Flight Cost:	2903
Aircraft:	Twin Engine	Passenger Tax:	917.00
Flight Date:	22/07/2022	Total Cost:	96.00
Your Reference:	27571		1013.00 incl GST

If you are Pre-Paying your flight please advise Operations, and use the quote number as your reference number

BANK ACCOUNT DETAILS: A/C NAME: MCGILVRAY AVIATION BSB: 633-000 A/C NO: 157483892

Passengers are to be at the airport ready for flight 30 minutes before departure. If passengers are not at the airport at the time of departure it is at the discretion of Cape Air Transport to travel without that passengers.

### Schedule and Maximum Payloads.

KUBIN - HORN IS	Departing	09:30	Arriving	09:44
Maximum Payload This Sector	630kg			

Passengers	Weight	Baggage
WAGIE WARE	69Kg	10Kg
CHRISTOPHER WARE	45Kg	10Kg
ZEPHANIA KRIS	58Kg	10Kg
RAYCNA KRIS	52Kg	10Kg
AHMANE WAPAU	42Kg	10Kg
VAUGHAN WAPAU	104Kg	10Kg

## NOTES

1/4

### Terms & Conditions

- Passengers are to be at the airport ready for flight 30 minutes before departure.
- If passengers are not at the airport at the time of departure it is at the discretion of Cape Air Transport to travel without that passengers.
- A quote is NOT a confirmed booking and is valid for 7 days. Should you wish to receive a quote and book your charter at the same time please advise the staff.
- Quotes include passenger tax for the number of passengers advised, arriving and departing Horn. At any time should the numbers change the passenger tax will be altered accordingly. Passenger tax is paid for all passengers 3 years of age and over. Passenger tax is a tax imposed by Torres Shire Council.
- All private bookings to be paid for by cash, credit card or bank transfer must pay a 10% deposit at the time of booking, to confirm the charter. This is a non-refundable deposit. Full payment must be made 36 hours prior to



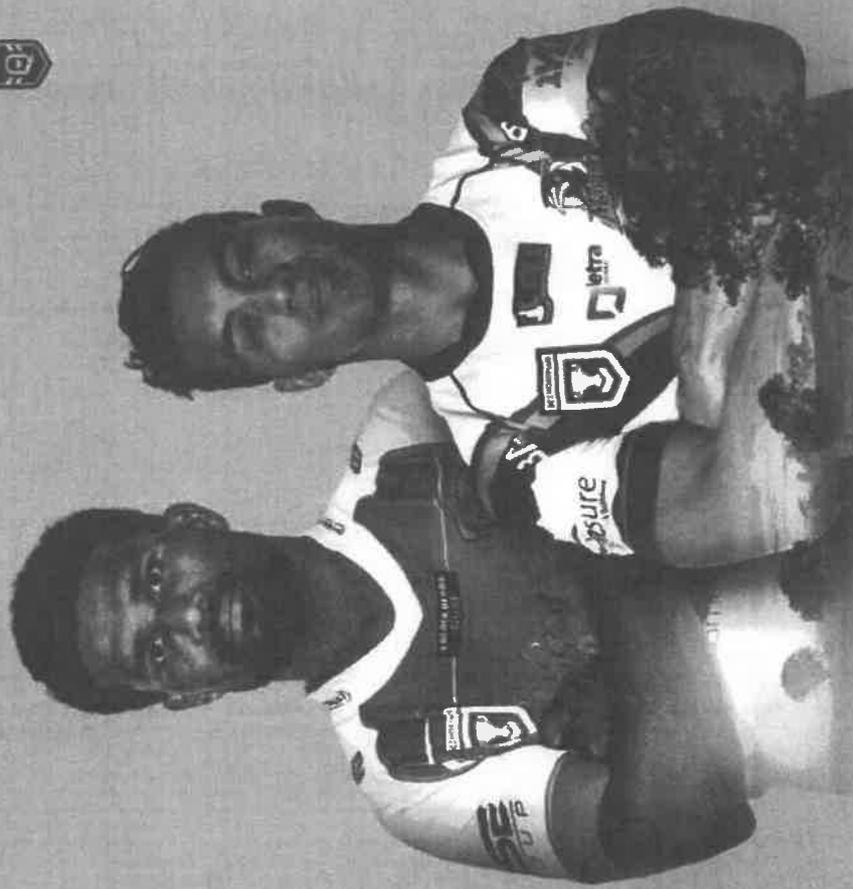
## Cape Air Transport

Affordable & Reliable Single & Twin Engine Aircraft Charter  
Your Safety is our Priority  
Email: [info@capeairtransport.com](mailto:info@capeairtransport.com)  
Bookings: Phone: 0740 903 661, Accounts: 07 40172 806  
Operations Mobile: 0407595004

departure. Should payment not be received 36 hours in advance your booking will automatically be cancelled. When making payment directly into the bank please ensure that you use your quote number as the reference.

- All payments made by card will incur a 1.5% fee
- Cape Air Transport is a Charter Business. The person booking the flight is responsible for the full payment of the flight.
- Purchase Orders must be received for the flight booking 36 hours prior to departure, unless preapproved.
- If a charter is cancelled on the day of travel a 100% cancellation fee may be incurred at the discretion of Cape Air Transport.
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- If a charter is cancelled up to 72 Hours before the day of travel a 50% cancellation fee may be incurred at the discretion of Cape Air Transport.
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Activate! Queensland  
**COUNTRY  
WEEK**



**HOSTPLUS  
CUP**

**PRIDE V MAGPIES**  
THURSDAY ISLAND - JULY 23



CG2023-010

## Community Grants Application Form

Applicant Details	
<b>Applicant Type</b>	
<input type="checkbox"/> Individual	<input checked="" type="checkbox"/> Community Entity
<b>Applicant Details</b>	
Individual or Community Entity Name (eg, sports team, church group):	SPORTS TEAM: ERUB SNIPERS DART TEAM
<b>Contact Details</b>	
Street Address:	1 MAIN STREET, ERUB ISLAND
Phone No.:	0475 616 949
Email Address:	dasha.dulah@gmail.com
Community Entity Contact Name:	JOSHUA THAIDAY
Role of Contact:	MANAGER
<b>Eligibility - Please tick Yes or No to the following questions:</b>	
Is the individual / entity based within the boundaries of Torres Strait Island Regional Council?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Does the individual / entity carry on activities for a public purpose?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Is the individual / entity's primary objective directed at not making a profit?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Has the individual / entity breached a rental agreement, a childcare agreement or an agreed current payment plan with Council?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Is the entity a registered political party?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Has the individual / entity obtained any permits required to undertake the project/activity. (e.g. Prescribed Activity Permit for the operation of temporary entertainment or holding of a public place activity) (attach relevant permits)?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Has the individual / entity provided an acquittal declaration for all previous grants received?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
<b>Project/Activity Details</b>	
Name of project/activity:	(Provide copies of event flyers)
TORRES STRAIT DART TOURNAMENT 1 <sup>ST</sup> - 3 <sup>RD</sup> SEPTEMBER 2022	
Location of project/activity:	ST PAULS COMMUNITY, MOA ISLAND



Start Date: 1-09-2022      End Date: 3-09-2022  
 (Must be after Council's next Ordinary Meeting)

Is a Prescribed Activity Permit required for this project?  
 Yes – please include copy of approved permit / permit application.  
 No

**Grant sought from Council**

Financial Assistance: \$ 3000 (please provide quotes)

Being for the purchase of: CAPE AIR TRANSPORT CHARTER  
 FROM ERUB-KUBIN-ERUB

In-Kind Assistance - relates to the waiver of fees associated with the use of Council facilities (hire of Council car, Community hall, etc).  
 Please complete a "Community Grants - In-kind" Application Form

Prescribed Activity Permit fees – request to waiver permit fees falls under In-kind Assistance.  
 Please complete a "Community Grants - In-kind" Application Form

**Please provide evidence of your fundraising efforts**

CATERING FOR MEETINGS AND EVENTS - \$1920  
 FUNDRAISING AND PLAYERS CONTRIBUTION - \$580

**Why is this project needed, and what benefits will it bring to the community?**

Dart Team to participate in Torres Strait Dart Tournament  
 1st - 3rd September 2022 at Moa Island (attach letters of support from elders etc)

**Payment - Purchase Order Details** All payments will be made directly to relevant supplier/s:

Options for payment are:  Purchase Order       Auspice Entity

**Purchase Order Details**

Supplier	Amount
Cape Air Transport (\$209)	\$3000.00
	* applicant will cover \$209

**Auspice Entity Details** (letter of support must be attached)

Auspice Name: \_\_\_\_\_  
 Street Address: \_\_\_\_\_  
 Phone No.: \_\_\_\_\_  
 Email Address: \_\_\_\_\_  
 Contact Name: \_\_\_\_\_  
 ABN: \_\_\_\_\_

## Agreement and Signature

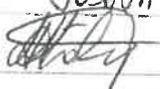
I, the undersigned, certify that:

- To the best of my knowledge, the information given in this document is true and accurate.
- I have read and understood the Grants and Donations Procedure provided with this application and I agree to abide by the conditions of the grant as set out in the procedure.
- I understand that if Torres Strait Island Regional Council approves the grant, I will be bound by the contents of this application, to carry out the project as described in this application.

Name (printed):

JOSHUA THANDAY

Signature:



Date: 09.06.22

Position in Community/Auspice Entity (if applicable):

### INFORMATION PRIVACY STATEMENT

Your Personal Information is protected by law and can only be released to someone else where authorised by law or where you give your permission. Council is collecting your personal information contained in this document for the purpose of assessment, administration and evaluation. This collection of Personal Information is authorised by law under the Information Privacy Act 2009. It is Council's usual practice that the Personal Information contained in this document is disclosed to Council's external auditors and published on Council's website and in Council's Annual Financial Statements as part of compliance with the Local Government Regulation 2012. By signing this declaration you consent to such disclosure and publication.



Please advise if you require any further information.

Kind regards,  
Katherine Epseg

### Community Grants

Torres Strait Island Regional Council



Phone: 07 4034 5700

Email: [Community.Grants@tsirc.qld.gov.au](mailto:Community.Grants@tsirc.qld.gov.au)

Address: [Level 3, 111 - 115 Grafton Street, Cairns, Queensland 4870](#)

Website: [www.tsirc.qld.gov.au](http://www.tsirc.qld.gov.au)

Find us on:   

\*\*\*\*\*  
*This email and any attachments are confidential and are only to be read by the addressee as they may contain legally privileged information. If you are not the addressee indicated in this message (or responsible for delivery of such message to the addressee), you should destroy this message immediately and kindly notify the sender by return email.*  
\*\*\*\*\*

Joshua Thaiday

Email: [karemkorsor@hotmail.com](mailto:karemkorsor@hotmail.com)

Mobile: 0475616949

To Whom It May Concern;

I am writing to see if you would be interested in sponsoring our dart team, The Erub Snipers. This team will be one of the first teams representing Erub in a Darts competition since the 90s.

Last year I competed in the Torres Strait Darts Tournament 2021 which was held on Badu Island, however I played for Central Storms (Warraber) and we were placed Second in the overall Competition. I believe that our team Erub Snipers have what it takes to win the Torres Strait Darts Tournament 2022.

The Torres Strait Darts Tournament 2022 will be held on St. Paul's Community from the 1<sup>st</sup> - 3<sup>rd</sup> September 2022. Please find attached quotes for return travel costs from Erub to Kubin, your financial support will be greatly appreciated.

If you have any questions or concerns , I can be contacted on the above details.

I will await your response

A handwritten signature in black ink, appearing to read 'Joshua Thaiday', written over a horizontal line.

Mr Joshua Thaiday



# Cape Air Transport

Affordable & Reliable Single & Twin Engine Aircraft Charter

Your Safety is our Priority

Email: [info@capeairtransport.com](mailto:info@capeairtransport.com)

Bookings: Phone: 0740 903 661, Accounts: 07 40172 308

Operations Mobile: 0407595004

## QUOTE

<b>Customer Name:</b>	<b>CASH ACCOUNT</b>	<b>Contact</b>	Gladys Doolah
			0447 479 866 / No
<b>Quote No:</b>	<b>CQ026894</b>	<b>Contact Phone:</b>	Landline
<b>Quote Date:</b>	<b>12/05/2022</b>	<b>Flight Cost:</b>	3209.00
<b>Aircraft:</b>	<b>Twin Engine</b>	<b>Passenger Tax:</b>	.00
<b>Flight Date:</b>	<b>31/08/2022</b>	<b>Total Cost:</b>	<b>3209.00 incl GST</b>
<b>Your Reference:</b>	<b>26894</b>		<i>* \$209 covered by applicant.</i>

If you are Pre-Paying your flight please advise Operations, and use the quote number as your reference number

BANK ACCOUNT DETAILS: A/C NAME: McGILVRAY AVIATION BSB: 633-000 A/C NO: 157483892

**Passengers are to be at the airport ready for flight 30 minutes before departure. If passengers are not at the airport at the time of departure it is at the discretion of Cape Air Transport to travel without that passengers.**

### Schedule and Maximum Payloads.

<b>DARNLEY - KUBIN</b>	<b>Departing</b>	10:00	<b>Arriving</b>	10:50
<b>Maximum Payload This Sector</b>	607kg			

Passengers	Weight	Baggage
JULIA THAIDAY	68Kg	10Kg
WARREN SAILOR	72Kg	10Kg
Joshua Thaiday	105Kg	10Kg
CHARLES THAIDAY	107Kg	10Kg
JIMMY THAIDAY	93Kg	10Kg
Gladys Doolah	100Kg	10Kg

## NOTES

1/2

### Terms & Conditions

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Bookings: Phone: 0740 903 661, Accounts: 07 40172 306

Operations Mobile: 0407595004

departure. Should payment not be received 36 hours in advance your booking will automatically be cancelled. When making payment directly into the bank please ensure that you use your quote number as the reference.

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## QUOTE

<b>Customer Name:</b>	<b>CASH ACCOUNT</b>	Contact	Gladys Doolah
			0447 479 866 / No
<b>Quote No:</b>	<b>CQ026895</b>	Contact Phone:	Landline
<b>Quote Date:</b>	<b>12/05/2022</b>	Flight Cost:	3209.00
<b>Aircraft:</b>	<b>Twin Engine</b>	Passenger Tax:	.00
<b>Flight Date:</b>	<b>06/09/2022</b>	<b>Total Cost:</b>	<b>3209.00 incl GST</b>
<b>Your Reference:</b>	<b>26894</b>		

If you are Pre-Paying your flight please advise Operations, and use the quote number as your reference number

BANK ACCOUNT DETAILS: A/C NAME: McGILVRAY AVIATION BSB: 633-000 A/C NO: 157483892

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### Schedule and Maximum Payloads.

<b>KUBIN - DARNLEY</b>	<b>Departing</b>	<b>09:30</b>	<b>Arriving</b>	<b>10:20</b>
<b>Maximum Payload This Sector</b>	<b>628kg</b>			

<b>Passengers</b>	<b>Weight</b>	<b>Baggage</b>
JULIA THAIDAY	68Kg	10Kg
WARREN SAILOR	72Kg	10Kg
Joshua Thaiday	105Kg	10Kg
CHARLES THAIDAY	107Kg	10Kg
JIMMY THAIDAY	93Kg	10Kg
Gladys Doolah	100Kg	10Kg

\* charter covered by the dart team.

## NOTES

2/2

### Terms & Conditions

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CG2023-011

## Community Grants Application Form

Applicant Details	
<b>Applicant Type</b>	
<input checked="" type="checkbox"/> Individual	<input type="checkbox"/> Community Entity
<b>Applicant Details</b>	
Individual or Community Entity Name (eg, sports team, church group):	WESTERN UNITED - UNDER 12'S RUGBY LEAGUE David BOSUN
<b>Contact Details</b>	
Street Address:	KUBIN COMMUNITY, MOA ISLAND
Phone No.:	40 832 401
Email Address:	david.bosun@tsirc.qld.gov.au
Community Entity Contact Name:	
Role of Contact:	
<b>Eligibility - Please tick Yes or No to the following questions:</b>	
Is the individual / entity based within the boundaries of Torres Strait Island Regional Council?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Does the individual / entity carry on activities for a public purpose?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Is the individual / entity's primary objective directed at not making a profit?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Has the individual / entity breached a rental agreement, a childcare agreement or an agreed current payment plan with Council?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Is the entity a registered political party?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Has the individual / entity obtained any permits required to undertake the project/activity. (e.g. Prescribed Activity Permit for the operation of temporary entertainment or holding of a public place activity) (attach relevant permits)?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Has the individual / entity provided an acquittal declaration for all previous grants received?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
<b>Project/Activity Details</b>	
Name of project/activity:	COUNTRY WEEK (Provide copies of event flyers)
	JULY 23RD 2022 (SEE ATTACHED FLYER)
Location of project/activity:	THURSDAY ISLAND
	KEN, BROWN, OVAL



Start Date: 22.07.2022 End Date: 23.07.2022  
(Must be after Council's next Ordinary Meeting)

Is a Prescribed Activity Permit required for this project?  
 Yes – please include copy of approved permit / permit application  
 No

**Grant sought from Council**

Financial Assistance: \$ 2736.00 (please provide quotes)

Being for: RETURN CHARTER- KUBIN TO HORN ISLAND  
(FRIDAY) 22ND JULY - 24TH JULY 2022 (SUNDAY)

In-Kind Assistance: \$ (please provide dates)

Being for:

Prescribed Activity Permit fees: \$ (please provide dates)

Being for:

**Please provide evidence of your fundraising efforts:**

**Why is this project needed, and what benefits will it bring to the community?**

EDUCATE FUTURE GENERATION, WITH NEW SKILLS IN RUGBY LEAGUE  
(attach letters of support from elders etc)

**Payment - Purchase Order Details** All payments will be made directly to relevant supplier/s:

Options for payment are:

Purchase Order  Auspice Entity

**Purchase Order Details**

Supplier	Amount
CAT AIRLINE / WONGAI MOTEL (ACCOMMODATION)	\$ 2516.00
REBELS TOURS (TRANSPORT)	\$ 220.00

**Auspice Entity Details** (letter of support must be attached)

Street Address:  
Phone No.:  
Email Address:  
Contact Name:  
ABN:

### Agreement and Signature

I, the undersigned, certify that:

- To the best of my knowledge, the information given in this document is true and accurate.
- I have read and understood the Grants and Donations Procedure provided with this application and I agree to abide by the conditions of the grant as set out in the procedure.
- I understand that if Torres Strait Island Regional Council approves the grant, I will be bound by the contents of this application, to carry out the project as described in this application.

Name (printed):

David Bøsun

Signature:

*David Bøsun*

Date:

9/06/2022

Position in Community/Auspice Entity (if applicable):

### INFORMATION PRIVACY STATEMENT

Your Personal Information is protected by law and can only be released to someone else where authorised by law or where you give your permission. Council is collecting your personal information contained in this document for the purpose of assessment, administration and evaluation. This collection of Personal Information is authorised by law under the Information Privacy Act 2009. It is Council's usual practice that the Personal Information contained in this document is disclosed to Council's external auditors and published on Council's website and in Council's Annual Financial Statements as part of compliance with the Local Government Regulation 2012. By signing this declaration you consent to such disclosure and publication.

## Katherine Epseg

---

**From:** Cr. Lama Trinkoon  
**Sent:** Monday, 11 July 2022 12:22 PM  
**To:** Community Grants  
**Cc:** Peli Ware  
**Subject:** Re: URGENT - FOR YOUR SUPPORT: Community Grants - July Council Meeting

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

Good day community grants

Supported : Western United U12 Rugby League

Regards

Cr. Lama Trinkoon | Councillor - Division 6 - Kubin  
Member: Governance and Leadership Committee

Torres Strait Island Regional Council



Phone: 07 4083 2403 Mobile: 0474 919 083

Email: [Cr.Lama.Trinkoon@tsirc.qld.gov.au](mailto:Cr.Lama.Trinkoon@tsirc.qld.gov.au)

Address: TSIRC, Kubin (Moa) Island, QLD 4875

Website: [www.tsirc.qld.gov.au](http://www.tsirc.qld.gov.au)

Find us on:   

\*\*\*\*\*  
*This email and any attachments are confidential and are only to be read by the addressee as they may contain legally privileged information. If you are not the addressee indicated in this message (or responsible for delivery of such message to the addressee), you should destroy this message immediately and kindly notify the sender by return email.*  
\*\*\*\*\*

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**From:** Community Grants <[Community.Grants@tsirc.qld.gov.au](mailto:Community.Grants@tsirc.qld.gov.au)>  
**Sent:** Monday, July 11, 2022 11:52:33 AM  
**To:** Cr. Lama Trinkoon <[Cr.Lama.Trinkoon@tsirc.qld.gov.au](mailto:Cr.Lama.Trinkoon@tsirc.qld.gov.au)>  
**Cc:** Peli Ware <[Peli.Ware@tsirc.qld.gov.au](mailto:Peli.Ware@tsirc.qld.gov.au)>  
**Subject:** URGENT - FOR YOUR SUPPORT: Community Grants - July Council Meeting

Good morning Cr. Trinkoon,

Please find a **Community Grants** application attached for your endorsement:

Application Number	Applicant	Project	Division	Requested Amount
CG2023-011	David Bosun (Kubin U12's Western United JRL Team)	Contributions towards costs associated with participating in the 2022 Country Challenge Week on Thursday Island, 22-23/07/2022	Kubin	\$2,736.00

Please advise if you support this application.

Current balance for Kubin Community is \$25,000.00

Please advise if you require any further information.

Kind regards,  
Katherine Eseg

**Community Grants**

Torres Strait Island Regional Council



Phone: 07 4034 5700  
Email: [Community.Grants@tsirc.qld.gov.au](mailto:Community.Grants@tsirc.qld.gov.au)  
Address: [Level 3, 111 - 115 Grafton Street, Cairns, Queensland 4870](#)  
Website: [www.tsirc.qld.gov.au](http://www.tsirc.qld.gov.au)

Find us on:   

**Torres Strait Island**  
COUNCIL

\*\*\*\*\*  
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\*\*\*\*\*



# Cape Air Transport

Affordable & Reliable Single & Twin Engine Aircraft Charter  
Your Safety is our Priority

Email: [info@capeairtransport.com](mailto:info@capeairtransport.com)

Bookings: Phone: 0740 903 661, Accounts: 07 40172 308

Operations Mobile: 0407595004

## QUOTE

<b>Customer Name:</b>	<b>TSIRC</b>	<b>Contact</b>	<b>YOSHIRA NEWIE</b>
<b>Quote No:</b>	<b>CQ027574</b>	<b>Contact Phone:</b>	<b>0427 924 349 / 4083</b>
<b>Quote Date:</b>	<b>08/06/2022</b>	<b>Flight Cost:</b>	<b>2903</b>
<b>Aircraft:</b>	<b>Twin Engine</b>	<b>Passenger Tax:</b>	<b>917.00</b>
<b>Flight Date:</b>	<b>22/07/2022</b>	<b>Total Cost:</b>	<b>96.00</b>
<b>Your Reference:</b>	<b>27571</b>		<b>1013.00 incl GST</b>

If you are Pre-Paying your flight please advise Operations, and use the quote number as your reference number

**BANK ACCOUNT DETAILS: A/C NAME: MCGILVRAY AVIATION BSB: 633-000 A/C NO: 157483892**

**Passengers are to be at the airport ready for flight 30 minutes before departure. If passengers are not at the airport at the time of departure it is at the discretion of Cape Air Transport to travel without that passengers.**

### Schedule and Maximum Payloads.

<b>HORN IS - KUBIN</b>	<b>Departing</b>	<b>10:30</b>	<b>Arriving</b>	<b>10:44</b>
<b>Maximum Payload This Sector</b>	<b>608kg</b>			

<b>Passengers</b>	<b>Weight</b>	<b>Baggage</b>
ELDRINA WARRIA	95Kg	10Kg
RASHID BAIRA BOSUN	62Kg	10Kg
WHITNEY AHMAT	64Kg	10Kg
SAMSON WARRIA	32Kg	10Kg
TONI SAVAGE	34Kg	10Kg
DAVID BOSUN	126Kg	10Kg

## NOTES

4/4

### Terms & Conditions

- Passengers are to be at the airport ready for flight 30 minutes before departure.
- If passengers are not at the airport at the time of departure it is at the discretion of Cape Air Transport to travel without that passengers.
- A quote is NOT a confirmed booking and is valid for 7 days. Should you wish to receive a quote and book your charter at the same time please advise the staff.
- Quotes include passenger tax for the number of passengers advised, arriving and departing Horn. At any time should the numbers change the passenger tax will be altered accordingly. Passenger tax is paid for all passengers 3 years of age and over. Passenger tax is a tax imposed by Torres Shire Council.
- All private bookings to be paid for by cash, credit card or bank transfer must pay a 10% deposit at the time of booking, to confirm the charter. This is a non-refundable deposit. Full payment must be made 36 hours prior to



# Cape Air Transport

Affordable & Reliable Single & Twin Engine Aircraft Charter

Your Safety is our Priority

Email: [info@capeairtransport.com](mailto:info@capeairtransport.com)

Bookings: Phone: 0740 903 661, Accounts: 07 40172 308

Operations Mobile: 0407595004

## QUOTE

Customer Name:	TSIRC	Contact	YOSHIRA NEWIE
Quote No:	CQ027572	Contact Phone:	0427 924 349 / 4083
Quote Date:	08/06/2022	Flight Cost:	2903
Aircraft:	Twin Engine	Passenger Tax:	917.00
Flight Date:	22/07/2022	Total Cost:	96.00
Your Reference:	27571		1013.00 Incl GST

If you are Pre-Paying your flight please advise Operations, and use the quote number as your reference number

BANK ACCOUNT DETAILS: A/C NAME: MCGILVRAY AVIATION BSB: 633-000 A/C NO: 157483892

Passengers are to be at the airport ready for flight 30 minutes before departure. If passengers are not at the airport at the time of departure it is at the discretion of Cape Air Transport to travel without that passengers.

### Schedule and Maximum Payloads.

KUBIN - HORN IS	Departing	09:30	Arriving	09:44
Maximum Payload This Sector	630kg			

Passengers	Weight	Baggage
ELDRINA WARRIA	95Kg	10Kg
RASHID BAIRA BOSUN	62Kg	10Kg
WHITNEY AHMAT	64Kg	10Kg
SAMSON WARRIA	32Kg	10Kg
TONI SAVAGE	34Kg	10Kg
DAVID BOSUN	126Kg	10Kg

## NOTES

2/4

### Terms & Conditions

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- All private bookings to be paid for by cash, credit card or bank transfer must pay a 10% deposit at the time of booking, to confirm the charter. This is a non-refundable deposit. Full payment must be made 36 hours prior to



P 07 4069 1586  
M 0499 994 524  
TEXT ONLY to mobile



LOYALTY & WEEKLY TICKETS ARE: E info@rebeltours.com.au

for individual community members only

For Businesses or Government /Independent Organisations please contact the office for pre-paid & account pricing

### TI Ferry and Airport Bus

	One way	Return
Adult	\$ 30.00	\$ 50.00
Child	\$ 15.00	\$ 30.00
Family	\$ 80.00 \$10 / extra child	\$ 110.00 \$20 / extra child
Loyalty (10 Trips) Adult	\$ 95.00	

### Rebel Welcome Booking

TI to Airport and return - no luggage / same day return

Adult  
Child  
Family 2ad, 2ch (4-11years)

	Return Only
Adult	\$ 35.00
Child	\$ 17.50
Family 2ad, 2ch (4-11years)	\$ 80.00 \$10 / extra child

### TI Wharf to HI Wharf

Adult  
Child  
Family 2ad, 2ch (4-11years)  
Loyalty Card (10 Trips) - Adult  
Loyalty Card (10 Trips) - Adult including Tamwoy, Rosehill, Aplin drop off  
Loyalty Card (10 Trips) - Child  
Loyalty Card (10 Trips) - Child including Tamwoy, Rosehill, Aplin drop off  
Water Taxi between 08:00 - 18:00

	One Way	Return
Adult	\$ 12.00	\$ 18.00
Child	\$ 6.00	\$ 9.00
Family 2ad, 2ch (4-11years)	\$ 30.00 \$3 / extra child	\$ 45.00 \$5 / extra child
Loyalty Card (10 Trips) - Adult	\$ 85.00	
Loyalty Card (10 Trips) - Adult including Tamwoy, Rosehill, Aplin drop off	\$ 125.00	
Loyalty Card (10 Trips) - Child	\$ 40.00	
Loyalty Card (10 Trips) - Child including Tamwoy, Rosehill, Aplin drop off	\$ 80.00	
Water Taxi between 08:00 - 18:00	\$ 175.00 up to 3 passengers -quote will be given for more than 3 passengers, or out of hours	

\*\*WATER TAXI price differs out of these hours AND on Weekends\*\*

### Horn Island Bus - Airport / Village

Adult  
Child  
Family

	One Way	Return
Adult	\$ 18.00	\$ 36.00
Child	\$ 9.00	\$ 25.00
Family	\$ 40.00 \$5 / extra child	\$ 65.00 \$8 / extra child

### Hammond Island

Adult  
Child  
Pensioner  
Loyalty Card (10 trips)  
Water Taxi to TI between 08:00 - 17:30

	One Way	Return
Adult	\$ 16.00	\$ 30.00
Child	\$ 10.00	\$ 20.00
Pensioner	\$ 10.00	\$ 20.00
Loyalty Card (10 trips)	\$ 90.00	
Water Taxi to TI between 08:00 - 17:30	\$ 175.00 ill be given for more than 3 passengers, or out of hours	

\*\*WATER TAXI price differs out of these hours AND on Weekends\*\*

\*\*\$4 surcharge for Ferry only passengers for drop off/ pick up to Tamwoy/Rosehill/Aplin

**\*\*Minimum chg \$16.00 for ferry/drop off to Tamwoy/Rosehill/Aplin incl children unaccompanied**

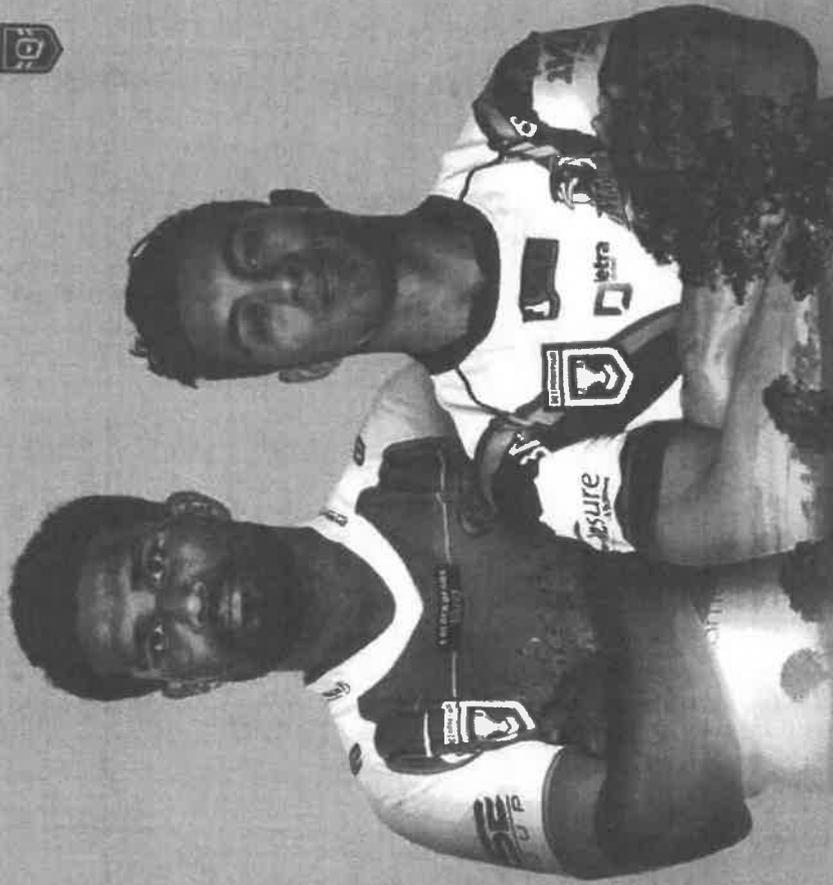
All credit card / EFTPOS payments attract a 3% surcharge

Family is 2 Adults and 2 Children (5-11 years old)

Child is 5 - 11 years old (under 5 years Free on all services)

Water Taxi's outside the specified times are available on request and will be quoted at the time

Activate! Queensland  
**COUNTRY  
WEEK**



**PRIDE v MAGPIES**  
THURSDAY ISLAND - JULY 23





CG2022 - 012

## Community Grants Application Form

Applicant Details	
<b>Applicant Type</b>	
<input type="checkbox"/> Individual	<input checked="" type="checkbox"/> Community Entity
<b>Applicant Details</b>	
Individual or Community Entity Name (eg, sports team, church group):	Dauan Island Youth Group
<b>Contact Details</b>	
Street Address:	Main Road Dauan Island
Phone No.:	0436120311
Email Address:	geraldineasela@gmail.com
Community Entity Contact Name:	Geraldine Asela
Role of Contact:	Youth Leader
<b>Eligibility - Please tick Yes or No to the following questions:</b>	
Is the individual / entity based within the boundaries of Torres Strait Island Regional Council?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Does the individual / entity carry on activities for a public purpose?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Is the individual / entity's primary objective directed at not making a profit?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Has the individual / entity breached a rental agreement, a childcare agreement or an agreed current payment plan with Council?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Is the entity a registered political party?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Has the individual / entity obtained any permits required to undertake the project/activity. (e.g. Prescribed Activity Permit for the operation of temporary entertainment or holding of a public place activity) (attach relevant permits)?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Has the individual / entity provided an acquittal declaration for all previous grants received?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
<b>Project/Activity Details</b>	
Name of project/activity:	(Provide copies of event flyers)
Dauan Island Touch Carnival	
Location of project/activity:	Dauan Island



<b>Start Date:</b> <u>January 4<sup>th</sup> 2023</u> <small>(Must be after Council's next Ordinary Meeting)</small>	<b>End Date:</b> <u>January 8<sup>th</sup> 2023</u>
<b>Is a Prescribed Activity Permit required for this project?</b>	
<input type="checkbox"/> Yes – please include copy of approved permit / permit application.	
<input checked="" type="checkbox"/> No	
<b>Grant sought from Council</b>	
<input checked="" type="checkbox"/> Financial Assistance: \$ _____ <small>(please provide quotes)</small>	
<b>Being for the purchase of:</b>	
<input checked="" type="checkbox"/> In-Kind Assistance - relates to the waiver of fees associated with the use of Council facilities (hire of Council car, Community hall, etc). <i>Please complete a "Community Grants - In-kind" Application Form</i>	
<input type="checkbox"/> Prescribed Activity Permit fees – request to waiver permit fees falls under In-kind Assistance. <i>Please complete a "Community Grants - In-kind" Application Form</i>	
<b>Please provide evidence of your fundraising efforts</b>	
<b>Why is this project needed, and what benefits will it bring to the community?</b>	
  <div style="text-align: right;"><small>(attach letters of support from elders etc)</small></div>	
<b>Payment - Purchase Order Details</b> <span style="float: right;"><small>All payments will be made directly to relevant supplier/s:</small></span>	
Options for payment are: <input checked="" type="checkbox"/> Purchase Order <input type="checkbox"/> Auspice Entity	
<b>Purchase Order Details</b>	
<b>Supplier</b>	<b>Amount</b>
<b>Auspice Entity Details</b> <span style="float: right;"><small>(letter of support must be attached)</small></span>	
Auspice Name:	
Street Address:	
Phone No.:	
Email Address:	
Contact Name:	
ABN:	_____

### Agreement and Signature

I, the undersigned, certify that:

- To the best of my knowledge, the information given in this document is true and accurate.
- I have read and understood the Grants and Donations Procedure provided with this application and I agree to abide by the conditions of the grant as set out in the procedure.
- I understand that if Torres Strait Island Regional Council approves the grant, I will be bound by the contents of this application, to carry out the project as described in this application.

Name (printed): Geraldine Asela

Signature: 

Date: 26/4/22

✓ Position in Community/Auspice Entity (if applicable): Youth Group Leader

### INFORMATION PRIVACY STATEMENT

Your Personal Information is protected by law and can only be released to someone else where authorised by law or where you give your permission. Council is collecting your personal information contained in this document for the purpose of assessment, administration and evaluation. This collection of Personal Information is authorised by law under the Information Privacy Act 2009. It is Council's usual practice that the Personal Information contained in this document is disclosed to Council's external auditors and published on Council's website and in Council's Annual Financial Statements as part of compliance with the Local Government Regulation 2012. By signing this declaration you consent to such disclosure and publication.

## Katherine Epseg

**From:** Cr. Torenzo Elisala  
**Sent:** Monday, 11 July 2022 3:26 PM  
**To:** Community Grants  
**Cc:** Mabel Mau  
**Subject:** Re: URGENT - FOR YOUR SUPPORT: Community Grants - July Council Meeting

Supported.

Cr. Torenzo Elisala | Councillor – Division 2 – Dauan  
Member: Culture, Arts, Land and Heritage Committee

Torres Strait Island Regional Council



Phone: 07 4083 2205 Mobile: 0437 514 033

Email: [Cr.Torenzo.Elisala@tsirc.qld.gov.au](mailto:Cr.Torenzo.Elisala@tsirc.qld.gov.au)

Address: TSIRC, Dauan Island, QLD 4875

Website: [www.tsirc.qld.gov.au](http://www.tsirc.qld.gov.au)

Find us on:   

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**From:** Community Grants <[Community.Grants@tsirc.qld.gov.au](mailto:Community.Grants@tsirc.qld.gov.au)>  
**Sent:** Monday, July 11, 2022 11:44:32 AM  
**To:** Cr. Torenzo Elisala <[Cr.Torenzo.Elisala@tsirc.qld.gov.au](mailto:Cr.Torenzo.Elisala@tsirc.qld.gov.au)>  
**Cc:** Mabel Mau <[mabel.mau@tsirc.qld.gov.au](mailto:mabel.mau@tsirc.qld.gov.au)>  
**Subject:** URGENT - FOR YOUR SUPPORT: Community Grants - July Council Meeting

Good morning Cr. Elisala,

Please find **Community Grants** applications attached for your endorsement:

Application Number	Applicant	Project	Division	Requested Amount
CG2023-018	Nadai Fell-Mau (Dauan U12's Western United JRL Team)	Contribution towards travel costs associated with attending the 2022 Country Challenge Week on Thursday Island, 22-24/07/2022	Dauan	\$2,500.00
CG2023-012	Dauan Island Youth Group	Contribution towards costs associated with hosting the 2023 Touch Carnival on Dauan Island, 04-08/01/2023	Dauan	\$10,000.00

Please advise if you support these applications.

Current balance for Dauan Community is \$25,000.00

Please advise if you require any further information.

Kind regards,  
Katherine Epseg

**Community Grants**

Torres Strait Island Regional Council



Phone: 07 4034 5700

Email: [Community.Grants@tsirc.qld.gov.au](mailto:Community.Grants@tsirc.qld.gov.au)

Address: [Level 3, 111 - 115 Grafton Street, Cairns, Queensland 4870](#)

Website: [www.tsirc.qld.gov.au](http://www.tsirc.qld.gov.au)

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\*\*\*\*\*

## How events can be 'Benefit' for Communities.

- \* Bringing communities together
  - involvement + engagement are keys to the success of any event and an organized event
  - such event can help to facilitate local awareness.
- \* Raising the profile area
  -
- \* Through giving back
- \* Small event, Big Impact
- \*

Our vision is a simple one; enhance the experience and grow the sport. Like any structure, it starts with a strong foundation and a strong foundation will facilitate and enable growth.

### **VISION and MISSION**

Dauan Island youth groups vision and mission is to maximise participation of Touch Football in the region, through the development of players, coaches, referees and volunteers.

### **VALUES**

Leadership to support and guide innovative and accountable practices

Integrity to support and guide fair, honest and ethical practices

Professionalism to support and guide respectful and efficient practices

Diversity to support and guide flexible, equitable and inclusive practices

Excellence to support and guide high achievement, improvement and best practices.

### **CONSEQUENCES**

Providing administrative support and guidance for affiliate organisations

Developing sustainable practices for the sport in the region

Collaborating with partners, neighbouring Communities and members to provide overall strategic direction and management procedures

Growing participation

Providing pathways for all, from grassroots to elite.

### **OBJECTIVES**

Maximise player participation at junior and senior levels

Develop the professional knowledge of players, coaches, referees and volunteers by running workshops and training camps

Develop the skills of players, coaches, referees and volunteers by running and participating in high level competitions and events

Create strategic alliances with partners and external organisations to benefit the sport

## Quotes

IBIS: \$ 2,500

T.1 Bulk Meat: \$ 1,500



Reference Direct Deposit with  
Invoice/Order Number **00056531**

Struddys Apparel Co Pty Ltd  
t/a Struddys Sports

82 Bryants Road  
Loganholme QLD 4129

Phone: 07 3209 6100  
Fax: 07 3209 6144  
wholesale@struddys.com.au

A.B.N. 97 010 396 513

**Quote 00056531**

Bill To:  
ABN  
Team Shirts

Ship To:

Geraldine  
geraldine.asela@gmail.com  
4875, DAUAN ISLAND, QLD

Customer PO#:	SHIP VIA	REQUIRED DATE	TERMS	DATE	PG.	
Geraldine - Singlets			C.O.D.	27/04/2022	Page 1 of 1	
QTY.	ITEM NO.	DESCRIPTION	PRICE	UNIT	DISC %	EXTENDED PRICE
100	FZ124PS	Performance Sublimated Singlet	\$33.00			\$3,300.00

SALE AMT. \$3,300.00  
 FREIGHT \$150.00 GST  
 GST \$345.00  
 TOTAL AMT. \$3,795.00  
 PAID TO DATE \$0.00  
**BALANCE DUE \$3,795.00**

SALESPERSON Damian Howells

**PAYMENT OPTIONS:**  
**Direct Deposit:** National Australia Bank BSB: 084-917 Acc.No: 861804764  
 Prior to Struddys despatching your goods, we need you to Email accounts@struddys.com.au and you Sales Rep your bank receipt.

**Cheque:** Post your cheque to Struddys Sport, 82 Bryants Road LOGANHOLME QLD 4129

**Credit Card:** Email us your Credit Card Number, expiry date, Full Name on Card, & 3 digit verification code on back of card.

**\*TITLE TO THESE GOODS DOES NOT PASS UNTIL THIS INVOICE IS PAID IN FULL**



Panipan Designs Yesterday  
to me ▾



Hi Geraldine

You're looking at approximately \$680 plus freight \$60 via postage for hand carved custom made trophy.

Maximum size is approximately 30cm x 65cm.

Thank you,

Regina Turner  
Panipan Designs  
0488 035 478

---

On 17 Apr 2022, at 2:04 am, Geraldine Asela  
<[geraldineasela@gmail.com](mailto:geraldineasela@gmail.com)> wrote:

Show quoted text





# THURSDAY ISLAND BETTA HOME LIVING

80-82 DOUGLAS STREET  
 THURSDAY ISLAND QLD 4875  
 Ph: 07 4069 1118  
 ABN: 42060262890  
 Email: remittances@ceqld.org.au

**Quotation No : 40012002728**

**Charge To**

**Deliver To**

GERALDINE ASELA  
 DAUAN

GERALDINE ASELA  
 DAUAN

Bus Ph	Home Ph	Fax No	Mobile	Ref No	ABN	Job No	Taken By

Date	Time	Account	Salesperson	Customer Order	Comments	Date Read	Terminal	Page
19-04-22	01:31pm	40000004133	495 Millie Gei			19-04-22	TILL2	1 of 1

Item Code	Model No	Description	Qty	Unit Price	Total Inc
678955	AM4042	TECHBRANDS MEGAPHONE PA 30W W/ SIREN	1	69.95	69.95

<b>Total EX GST :</b>	<b>\$ 63.59</b>
<b>Total Inc GST (\$6.36) :</b>	<b>\$ 69.95</b>

Whilst risk in the goods shall pass on delivery to the buyer - legal and equitable title shall remain with the vendor until payment in full for all debts accrued or owed to the vendor is made

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Rhondavid Pty Ltd ABN 47 063 247 638

T/As FERNANDEZ MUSIC CENTRE

43 Sheridan Street

CAIRNS Q 4870

Ph: 4051 8519 Fax: 4051 2979

# Estimate

DATE	ESTIMATE NO.
19-Apr-2022	22901

NAME / ADDRESS
Geraldine Asela Dauan Island

ITEM	DESCRIPTION	QTY	COST	TAX	TAX AMT	TOTAL
Sales	PA System to suit Sport Carnival, Touch Carnivals and Music Sound		<u>3,350.00</u>	GST	304.55	3,350.00
	1 x Behringer PMP1680 powered mixer					
	2 x Peavey PVX15 speakers					
	2 x Speaker stands					
	1 x Wharfedale PM 05 Hand held microphone with cord					
	1 x Wharfedale Aeroline Hand held cordless microphone system					
	2 x 10 metre speaker cables					
	1 x Bluetooth reciever					
	1 x Aux cord					
Del	Delivery Charges via Seaswift		<u>645.00</u>	GST	58.64	645.00
GST 363.19;				<b>Subtotal</b>		\$3,631.81
TAX SUMMARY				<b>Tax</b>		\$363.19
				<b>TOTAL</b>		\$3,995.00



INTERSPORT Cairns Superstore

ABN: 77160284240

Tenancy 19 58-80 Kenny St, Portsmith QLD 4870

Ph: 07 4031 1333, Fax: 07 4031 1322, Email: cairns@intersport.com.au

**QUOTE 22-00010579**

Sales Person: Tom S

Date: 19 Apr 2022

CUSTOMER DETAILS	
Billing	Delivery
Torres Strait Island Regional Account Lot 12 Francis Road Hammond Island Qld 4875	P:07 40345700  Account#: WI-818918

**Order Comments**

Thank you for shopping with us and we hope to see you again soon.  
Don't forget to become a member for a 10% discount.  
T & C's apply.

DESCRIPTION:	QTY:	UNIT PRICE: (INC TAX)	TOTAL: (EX TAX)	TOTAL: (INC TAX)
<b>Steeden NRL Mighty Touch Trainer Senior</b> (ID: 143315, 9312555246552, 16854-Snr-YEL) Colour: Yellow / Size: N/A	4	\$29.99	\$109.05	\$119.96
<b>Steeden Screwball Paintball</b> (ID: 675772, 9312555369039, 27491-5) Colour: N/A / Size: 5	4	\$29.99	\$109.05	\$119.96
<b>Steeden Classic Trainer</b> (ID: 675770, 9312555380263, 17105-Multi-Mini) Colour: Multi / Size: Mini	4	\$24.99	\$90.87	\$99.96
<b>Steeden Intersport Classic Trainer</b> (ID: 157720, 9312555270724, 18616) Colour: White / Size: 5	4	\$19.99	\$72.69	\$79.96
<b>Regent 12 Bottle Carrier (750 ml)</b> (ID: 689519, 5679, 5679) Colour: N/A / Size: N/A	2	\$39.99	\$72.71	\$79.98
<b>Acme Whistles 2000 Tornado Peeless</b> (ID: 125936, 717668120000, H2ACME2000.BLK.FF) Colour: Black / Size: N/A	8	\$11.99	\$87.20	\$95.92
<b>Patrick Netball Timer</b> (ID: 223619, 9330176007840, NPTA) Colour: White / Size: N/A	2	\$39.99	\$72.71	\$79.98
<b>Parick 9cm Flexi Dome Set of 10</b> (ID: 171540, 9330176055469, SCDFF1006) Colour: Yellow / Size: N/A	5	\$14.99	\$68.14	\$74.95
<b>Gray-Nicolls Deluxe Scoreboard</b> (ID: 245377, 9312555234262, 16937) Colour: N/A / Size: N/A	1	\$229.00	\$208.18	\$229.00
<b>Steeden Hand Pump 14 inch</b> (ID: 129248, 9312555092104, 12431) Colour: N/A / Size: N/A	2	\$17.99	\$32.71	\$35.98
<b>Patrick Pump Action Air Horn</b> (ID: 172006, 9330176053274, SCAHPA) Colour: N/A / Size: N/A	3	\$29.99	\$81.79	\$89.97
<b>Steeden Mesh Ball Bag</b> (ID: 243584, 9312555250306, 17371) Colour: White / Size: N/A	1	\$9.99	\$9.08	\$9.99
<b>Steeden Megaphone with Siren</b> (ID: 170311, 9312555278454, 19043) Colour: N/A / Size: N/A	1	\$149.00	\$135.45	\$149.00
<b>Patrick Linesman Flags - Velcro Style</b> (ID: 598503, 9330176061644, SORLFV) Colour: N/A / Size: N/A	4	\$29.99	\$109.05	\$119.96



INTERSPORT Cairns Superstore  
 ABN: 77160284240  
 Tenancy 19 58-80 Kenny St, Portsmith QLD 4870  
 Ph: 07 4031 1333, Fax: 07 4031 1322, Email: cairns@intersport.com.au

**QUOTE 22-00010579**

Sales Person: Tom S  
 Date: 19 Apr 2022

DESCRIPTION:	QTY:	UNIT PRICE: (INC TAX)	TOTAL: (EX TAX)	TOTAL: (INC TAX)
		Freight:	\$0.00	\$0.00

**OUR DIRECT DEPOSIT DETAILS:**

ACC Name: Far Northern Sportscene  
 BSB: 124100  
 ACC: 90523237

<b>TOTAL ITEMS:</b>	45	<b>GRAND TOTAL:</b>	\$1,258.68	\$1,384.57
		<b>TOTAL PAID:</b>		\$0.00
		<b>ROUNDING:</b>		\$0.00
		<b>TOTAL DISCOUNT:</b>		DISC: \$20.00 (1.4%)
		<b>TOTAL GST:</b>		\$125.89
		<b>BALANCE DUE:</b>		<b>\$1,384.57</b>

# recognizeme™

Trophies and Medals

QUOTE

Quote Date	19-Apr-22
Invoice Value	\$2,134.39

**DUAN ISLAND TOUCH CARNIVAL**

Attn Gerakline Asela

Ph (07) 3715 5812

admin@recognizeme.com.au

(Robard Trust ABN 59 124 246 643 Trading as Recognizeme BN21983987)

Item	Details	Quantity	Unit Price	GST	Total
ME301G	MEDALLION GOLD	36	5.25	\$0.53	\$207.90
ME301S	MEDALLION SILVER	36	5.25	\$0.53	\$207.90
KK1	RIBBON BLUE	36	0.81	\$0.08	\$31.88
KK2	RIBBON RED	36	0.81	\$0.08	\$31.88
A1904B	BEST SPORTSMANSHIP AWARD	3	26.88	\$2.69	\$88.70
31339D	ROOKIE JNR BOYS & GIRLS	1	33.71	\$3.37	\$37.08
29713D	ROOKIE MENS	1	42.46	\$4.25	\$46.70
29712D	ROOKIE WOMENS	1	42.46	\$4.25	\$46.70
LR039C	BEST & FAIREST JNR BOYS & GIRLS	1	28.81	\$2.88	\$31.69
14513D	BEST & FAIREST MENS	1	46.66	\$4.67	\$51.32
14512D	BEST & FAIREST WOMENS	1	46.66	\$4.67	\$51.32
31739D	TOP TRY SCORER JNR BOYS & GIRLS	3	31.96	\$3.20	\$105.45
31213D	PLAYER OF THE CARNVAL JNR BOYS	1	45.61	\$4.56	\$50.17
31213E	PLAYER OF THE CARNIVAL MENS	1	59.96	\$6.00	\$65.95
31212E	PLAYER OF THE CARNIVAL WOMENS	1	59.96	\$6.00	\$65.95
29113D	MVP JNR BOYS & GIRLS	1	41.23	\$4.12	\$45.35
29113E	MVP MENS	1	52.96	\$5.30	\$58.25
29112E	MVP WOMENS	1	52.96	\$5.30	\$58.25
C9156 M	PERPETUAL CUP	3	192.50	\$19.25	\$635.25
Delivery	Including freight from Cairns to Duan Island By Seaswift	1	\$197.00	\$19.70	\$216.70

In stock currently  
Pricing valid 30 days

Net Total	\$1,940.35
GST	\$194.04
Total	\$2,134.39

**PAYMENT TERMS**

Payment of this Invoice by EFT to be confirmed Prior to Shipment  
(No Separate Statement Issued)  
Please include invoice no. as reference

Acct Name	Recognizeme
BSB	064 433
Acct No.	1100 6146

Goods remain the property of Recognizeme until fully paid for.  
Payment is available by Credit card; 2 % Surcharge will be added.  
Credit Terms May be Offered to Customers by Mutual Agreement.



**COLJONES**  
Everything you need is  
Right Here

**COMMUNITY ENTERPRISE QUEENSLAND**  
82 - 84 DOUGLAS ST  
THURSDAY ISLAND QLD  
ABN 42060262890

Delivery Note :

Customer:  
CUSTOMER QUOTE  
THURSDAY ISLAND QLD 4875

Delivery Address:  
CUSTOMER QUOTE  
THURSDAY ISLAND QLD 4875

Customer Account: 5302  
Order Number:  
Terms: \$10

**Quotation**  
Invoice Date : 19/04/2022  
Invoice Number: Q0000007157  
Page 1 of 1  
All prices are shown Excluding GST

Invoice Date : 19/04/2022		Invoice Number: Q0000007157		COMMUNITY ENTERPRISE QUEENSLAND		Page 1 of 1	
Supplier Code	Description	Quantity Ordered	Unit Price	Unit Discount	Unit Net Price	Unit GST	Extended Price
4607R	HOME MARKERS	9	2.72	.00	2.72	2.45	24.46
0240	REGENT STOPWATCH 0240	4	18.17	.00	18.17	7.27	72.69
71030	REGENT CHROME WHISTLE WITH LANYARD	10	7.26	.00	7.26	7.26	72.64
11790	NB-DUAL ACTION PUMP BINCH	4	18.17	.00	18.17	7.27	72.69
17105-FP-5	ST-CLASSIC TRAINER FLURO PINK SZ 5	2	22.72	.00	22.72	4.54	45.44
17105-FY-5	ST-CLASSIC TRAINER FLURO YELLOW SZ 5	2	22.72	.00	22.72	4.54	45.44
17105-FO-5	ST-CLASSIC TRAINER FLURO ORANGE SZ 5	4	22.72	.00	22.72	9.09	90.87

<b>Total Lines :</b>	7	<b>Total Items:</b>	35	<b>Non Taxable Amount</b>	
				<b>Taxable Amount</b>	GST 42.42
				<b>Total Inc GST</b>	466.65

All prices shown exclude any applicable tax unless otherwise indicated

*Not gonna use this...  
attached only for proof*

Support Us

# FOOD SELLING

## FUNDRAISER EVENT

ALL MONEY RAISED TOWARDS DAUAN  
ISLAND TOUCH CARNIVAL 2022

28-29  
APRIL

2023

Vehue  
IBIS FRONT

\* Thursday Fundraising sold 20x  
takeaway containers and raised  
\$341.80 cash including donations  
from community.

\* Friday Fundraising raised \$215.00  
including donations

# DAUAN ISLAND TOUGH CARNIVAL

*Meeting*

.....  
COME ALONG & HAVE YOUR SAY  
.....

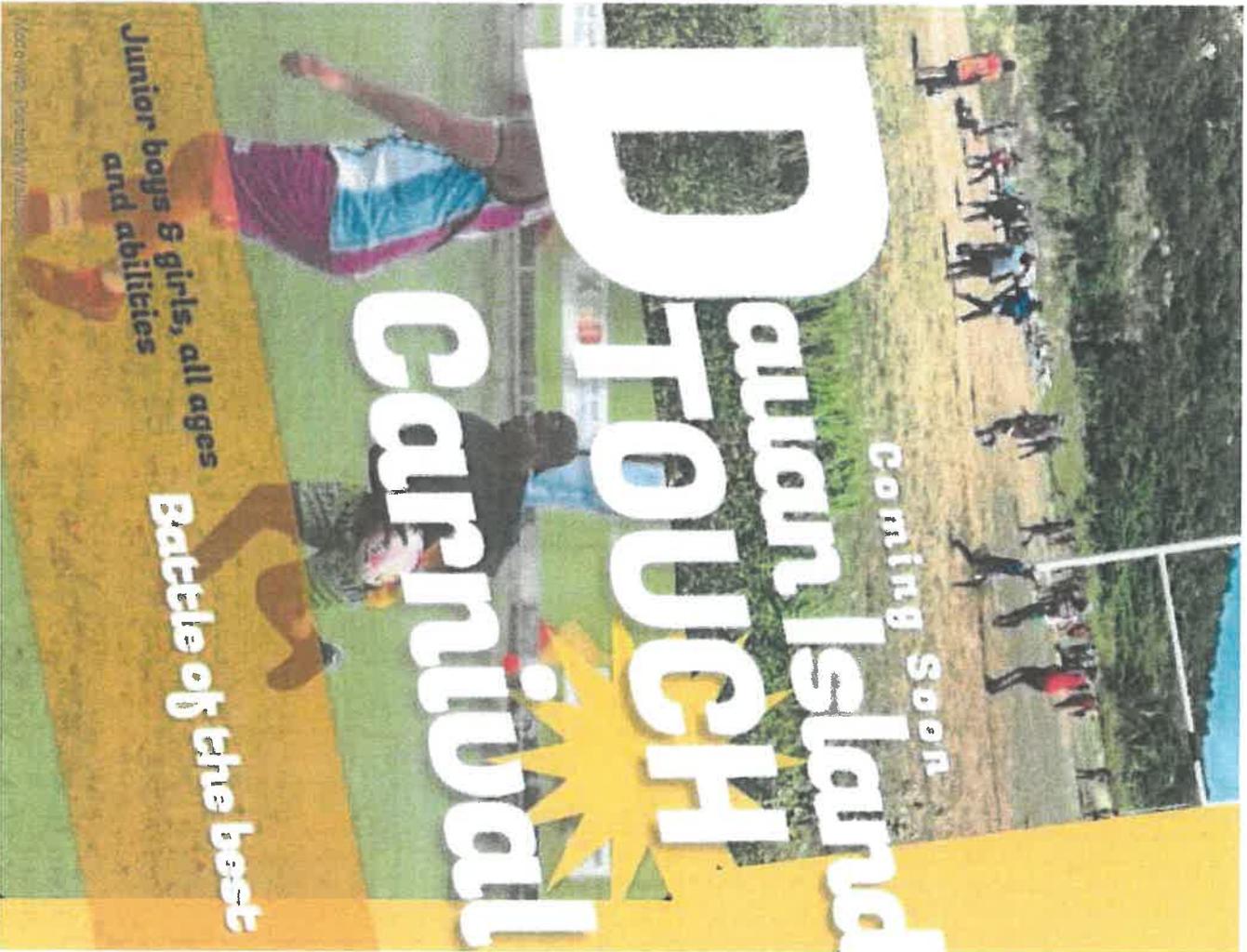
**22** APRIL  
2022

*Vehave*  
DHOEYAMU

\* Next meeting May 7<sup>th</sup> 2022

\* Agenda:

- Minutes from first meeting
- Follow - ups
- Feed back
- Open discussion
- meeting close



Coming Soon

# Davao Island TOUCH Carnival

Junior boys & girls, all ages  
and abilities

Battle of the best

Photo: www.royalphoto.com



## Application for Freight Assistance/Sponsorship

Sea Swift encourages and supports projects, activities and events which strengthen the communities we service. Sea Swift considers applications from not for profit community organisations and causes which focus on initiatives in the following areas:

1. **Arts & Cultural Events**
  - Sea Swift respects the importance of cultural and artistic expression as being part of a community's identity and heritage which is to be celebrated now and passed down to future generations.
2. **Environmental Conservation**
  - Sea Swift supports groups which place the same importance on looking after the environment as we do.
3. **Community Wellbeing**
  - Sea Swift is a strong advocate for programs which supports disadvantaged community members and/or the youth. The youth are our future and Sea Swift is committed to assisting the growth of this cohort wherever possible.
4. **Community Enterprise**
  - Sea Swift is committed to encouraging and supporting community enterprise especially when it is getting up and running.
5. **Community Events**
  - Sea Swift understands the importance of sporting and social events as crucial to the fabric of the community and its identity.

### Applicant details

Application Contact:	Geraldine Asela
Organisation:	Dauan Island Youth Group
Phone Number:	0436120311
Mobile Number:	0436120311
Email:	geraldineasela@gmail.com
Origin:	
Destination:	
Date Required:	
Please Provide a Full list of Freight to Travel:	To be confirmed
Estimate value of assistance (\$):	
Which area/s does your application fall into: (Select multiple if relevant)	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input checked="" type="checkbox"/> 5
Explain what the application is for specifically?	Sponsorship
What assistance are you looking for specifically?	Sponsor trophies & Carnival Shirts
How do you propose to recognise Sea Swift's assistance:	Major Sponsor

## Terms & Conditions

The applicant understands that should this application be successful, any freight carried will travel under our normal Terms & Conditions as found on the back of our consignment note and via our website [www.seaswift.com.au](http://www.seaswift.com.au). Any losses or damages will not be covered by Sea Swift and it is Sea Swift's advice that private transit insurance be taken out. It is the applicant's responsibility to ensure they have adequate cover through their insurer or broker. Sea Swift will require you to sign a waiver for all freight.

Sea Swift receives a high volume of freight assistance requests every year and whilst it is not possible to support every application, Sea Swift provides special attention to those requests which fall under the five areas listed and especially those which 1: cover multiple areas, 2: have a large benefit to the community and 3: recognise Sea Swift's input.

Sea Swift will contact you at all stages of the process (If approved) to ensure everything is prepared and delivered from both parties. If the measurements of the goods received vary to the measurements on the approved application, Sea Swift reserves the right to charge freight costs and/or decline the sponsorship costs.

Sea Swift will respond to your request within 14 days from the end of the week that it is received.

## Acceptance

I, Geraldine of Dauan Island am authorised to submit this application and act as the primary contact. In this capacity I understand and agree to the losses/damages/waiver requirements, Sea Swift's views when deciding upon applications and Sea Swift's Terms & Conditions. I also agree to be bound by any and all details contained within this application should this application be successful.

Signature of applicant: 

Email application to: [freightassistance@seaswift.com.au](mailto:freightassistance@seaswift.com.au)

For Sea Swift Office Use Only		
Application Outcome:		
Amount Granted:		
Representative Responsible:		
Checklist:		
Communicated to Applicant	<input type="checkbox"/> Y   <input type="checkbox"/> N	Date:
Stage 1 (Planning)	<input type="checkbox"/> Y   <input type="checkbox"/> N	Date:
Stage 2 (Delivery)	<input type="checkbox"/> Y   <input type="checkbox"/> N	Date:
Stage 3 (Completion)	<input type="checkbox"/> Y   <input type="checkbox"/> N	Date:



CG2023-014

# Community Grants Application Form

## Applicant Details

### Applicant Type

Individual

Community Entity

### Applicant Details

Individual or

Community Entity

Name (eg, sports team, church group):

Parents & Citizen Association  
Poruma Campus

### Contact Details

Street Address:

1 Olandi Street

Phone No.:

0740694209

Email Address:

porumapc@gmail.com

Community

Entity Contact

Name:

Alison Sailor

Role of Contact:

Vice President

## Eligibility - Please tick Yes or No to the following questions:

Is the individual / entity based within the boundaries of Torres Strait Island Regional Council?

Yes  No

Does the individual / entity carry on activities for a public purpose?

Yes  No

Is the individual / entity's primary objective directed at not making a profit?

Yes  No

Has the individual / entity breached a rental agreement, a childcare agreement or an agreed current payment plan with Council?

Yes  No

Is the entity a registered political party?

Yes  No

Has the individual / entity obtained any permits required to undertake the project/activity. (e.g. Prescribed Activity Permit for the operation of temporary entertainment or holding of a public place activity) (attach relevant permits)?

Yes  No

Has the individual / entity provided an acquittal declaration for all previous grants received?

Yes  No

## Project/Activity Details

Name of project/activity:

(Provide copies of event flyers)

100 years Poruma Campus

Location of project/activity:

Poruma Island



Start Date: 26/8/22

End Date: 28/8/22

(Must be after Council's next Ordinary Meeting)

Is a Prescribed Activity Permit required for this project?

- Yes – please include copy of approved permit / permit application.
- No

Grant sought from Council

Financial Assistance: \$ 5000 (please provide quotes)

Being for the purchase of: Flags, Merchandise, shirts, food

In-Kind Assistance - relates to the waiver of fees associated with the use of Council facilities (hire of Council car, Community hall, etc).

Please complete a "Community Grants - In-kind" Application Form

Prescribed Activity Permit fees – request to waiver permit fees falls under In-kind Assistance.

Please complete a "Community Grants - In-kind" Application Form

Please provide evidence of your fundraising efforts

15,000

Why is this project needed, and what benefits will it bring to the community?

This is a once in a life time opportunity to celebrate a century of education (attach letters of support from elders etc) on Poruma

Payment - Purchase Order Details

All payments will be made directly to relevant supplier/s

Options for payment are:  Purchase Order  Auspice Entity

Purchase Order Details

Supplier

Amount

Auspice Entity Details 10868

(letter of support must be attached)

Auspice Name: Tagai State Colleges - Poruma Campus

Street Address:

Phone No.: (07) 4069 0130

Email Address:

Contact Name:

ABN: \_\_\_\_\_

## Agreement and Signature

I, the undersigned, certify that:

- To the best of my knowledge, the information given in this document is true and accurate.
- I have read and understood the Grants and Donations Procedure provided with this application and I agree to abide by the conditions of the grant as set out in the procedure.
- I understand that if Torres Strait Island Regional Council approves the grant, I will be bound by the contents of this application, to carry out the project as described in this application.

Name (printed): *Alison Sailor*

Signature: 

Date:

Position in Community/Auspice Entity (if applicable): *Vice President*

### INFORMATION PRIVACY STATEMENT

Your Personal Information is protected by law and can only be released to someone else where authorised by law or where you give your permission. Council is collecting your personal information contained in this document for the purpose of assessment, administration and evaluation. This collection of Personal Information is authorised by law under the Information Privacy Act 2009. It is Council's usual practice that the Personal Information contained in this document is disclosed to Council's external auditors and published on Council's website and in Council's Annual Financial Statements as part of compliance with the Local Government Regulation 2012. By signing this declaration you consent to such disclosure and publication.

## Katherine Epsag

**From:** Cr. Francis Pearson  
**Sent:** Monday, 11 July 2022 2:03 PM  
**To:** Community Grants  
**Subject:** RE: URGENT - FOR YOUR SUPPORT: Community Grants - July Council Meeting

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

Afternoon Katherine

Application for both events is approved.  
Cr Pearson

Cr. Francis Pearson | Councillor - Division 11 - Poruma  
Member: Housing and Safe and Healthy Communities Committee

Torres Strait Island Regional Council



Phone: 07 4083 2703 Mobile: 0437 448 594  
Email: [Cr.Francis.Pearson@tsirc.qld.gov.au](mailto:Cr.Francis.Pearson@tsirc.qld.gov.au)  
Address: TSIRC, Poruma (Coconut) Island, QLD 4875  
Website: [www.tsirc.qld.gov.au](http://www.tsirc.qld.gov.au)  
Find us on:   

\*\*\*\*\*  
*This email and any attachments are confidential and are only to be read by the addressee as they may contain legally privileged information. If you are not the addressee indicated in this message (or responsible for delivery of such message to the addressee), you should destroy this message immediately and kindly notify the sender by return email.*  
\*\*\*\*\*

**From:** Community Grants <Community.Grants@tsirc.qld.gov.au>  
**Sent:** Monday, 11 July 2022 11:48 AM  
**To:** Cr. Francis Pearson <Cr.Francis.Pearson@tsirc.qld.gov.au>  
**Cc:** Mokathani Lui <Mokathani.Lui@tsirc.qld.gov.au>  
**Subject:** URGENT - FOR YOUR SUPPORT: Community Grants - July Council Meeting  
**Importance:** High

Good morning Cr. Pearson,

Please find **Community Grants** applications attached for your endorsement:

Application Number	Applicant	Project	Division	Requested Amount
CG2023-014	P&C Association – Poruma Campus	Contribution towards costs associated with celebrating the 100 Years of Education on Poruma Island, 26-28/08/2022	Poruma	\$5,000.00
CG2023-001	Poruma Dart Team	Contribution towards travel costs associated with participating in the Torres Strait Darts Tournament, St Paul's Community - Mua Island, 01-03/09/2022	Poruma	\$4,100.00

Please advise if you support these applications.

Current balance for Poruma Community is \$25,000.00

Please advise if you require any further information.

Kind regards,  
Katherine Epseg

**Community Grants**

Torres Strait Island Regional Council



Phone: 07 4034 5700

Email: [Community.Grants@tsirc.qld.gov.au](mailto:Community.Grants@tsirc.qld.gov.au)

Address: [Level 3, 111 - 115 Grafton Street, Cairns, Queensland 4870](#)

Website: [www.tsirc.qld.gov.au](http://www.tsirc.qld.gov.au)

Find us on:   

\*\*\*\*\*  
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\*\*\*\*\*

## Why is this project need and what benefits will it bring to the community?

I Eldridge Mosby elder of Poruma Community and a long serving Teacher who have recently retired in the Education Department; expresses my view on why it is important to celebrate 100<sup>th</sup> year Anniversary of the establishment of Education on Poruma Island 1922 - 2022.

It is very important to showcase and celebrate where education has begun to where it is now, giving opportunity for those who are still alive to see the system of education development throughout time. The changes in resources, teaching materials, curriculums, and technology. And how our Torres Strait culture, language and way of life is being integrated in the curriculum, where has back then it was not possible.

Departments have changed also from the Department of Native Affairs to DAIA and all other departments to now what we have Education Queensland. Indigenous teachers have access to standard and current information for the learning. behaviour, disability, movement needs of children. What we didn't know then we have come to understand now and continue to develop and learn throughout time.

This celebration is giving history, acknowledging the strength of those who have stood in the gap and fought and who continue to make a difference in the lives of our younger ones. This celebration reconnection families to this place Poruma who have moved bringing untold stories of life before time. Those who came through as teachers who have developed lifelong friends and families with the people of Poruma Island.

I believe this will be of great benefit and more so kindle what might have extinguished throughout time.

Please consider my letter of support.

Sincerely,



Mr Eldridge Mosby  
Poruma Communtiy Elder

**HERE IS AN APPROX PRICE for Centenary Shirts:**

KIDS SIZES: 10, 12, 14,.....\$77.00 Per shirt

ADULT SIZES: S, M, L, XL, XXL, 3XL, 4XL, 5XL.....\$88.00 Per shirt

**(This price includes NEW ARTWORK & GST)**

I look forward to your reply.

**Charlie**

**Tropic City Shirts**

**1 Evergreen Street,**

**Clifton Beach, QLD. 4879**

**[charlie@tropicshirts.com](mailto:charlie@tropicshirts.com)**

**Ph: 07 4055 3295**

**Fax:07 4055 3069**

**[www.tropicshirts.com](http://www.tropicshirts.com)**

**[www.facebook.com/tropiccity](http://www.facebook.com/tropiccity)**





**PORUMA NGURPAY LAG CORDIALLY  
INVITES YOU TO CELEBRATE 100 YEARS  
WITH US**

*on 26th - 28th August  
2022*



**Contact: [tmcke57@eq.edu.au](mailto:tmcke57@eq.edu.au)**

**ph 07 40694209**

**for details**

23<sup>rd</sup> May 2022

Tagai State College

**MEDIUM FEATHER BANNER (3.5m Tall) SLIM (650mm wide)**

**Description:** Digitally printed made to order knitted polyester  
Hemmed and sewn with a canvas sleeve for the pole.

Artwork supplied to our specifications, or we can create for you from logo supplied in EPS or PDF formats. Template available to send.

**Size:** 650 x 3000mm (flag image size)  
6500 x 3500mm (flag and base overall size)

Quantity:	x 1	x 2	x 4	x 5	x 8
Flag Cost Each:	\$215	\$160	\$145	\$125	\$90
FP183 Poles Each:	\$95	\$90	\$85	\$80	\$70
FP174 Cross Base Each:	\$90	\$85	\$80	\$75	\$70
FP175 Spike Each:	\$65	\$60	\$55	\$50	\$45

**Carry Bag:** Free

**Artwork:** Basic artwork layout from logo supplied is \$60  
If multiple designs are required, pricing to be quoted.  
We charge a design layout, then a small fee to create the banners based on the preferred design. All designs are sent via email first.

**Delivery/GST:** All costs are plus GST and delivery.

**Turnaround:** Allow up to 10 working days from approval of proof for delivery.  
Shorter lead times are available and may incur additional charges.

If you have any questions please do not hesitate to contact myself. Thanks.

Kind regards,

Bek Bell

Senior Account Manager

# My Cart

**Options**  
Product Details



**Crosby Soft-Touch Bright Colors Ballpoint Pen with Black Ink Full Colour Print**

Quantity: 75 [Remove](#)

Selected Options: +

[Edit quantity](#)



[Edit](#)

Item Total: **\$243.38**

**Options**  
Product Details



**Urban Coffee Cup**

Quantity: 40 [Remove](#)

Selected Options: +

[Edit quantity](#)



[Edit](#)

Item Total: **\$310.83**

**Options**  
Product Details



**Trends Enduro Sports Towel**

Quantity: 30 [Remove](#)

Selected Options: +

[Edit quantity](#)



[Edit](#)

Item Total: **\$320.32**

**Options**  
Product Details



**Personalised Mugs**

Quantity: 50 [Remove](#)

Selected Options: +



[Edit](#)

[Edit options](#)

Item Total: **\$746.90** ~~\$874.75~~

**You're getting a great deal - \$174.75 saved**

**Saved up to 50% on selected products** **\$374.75**

**Product Subtotal** **\$1,245.08**

Have a code? [v](#)

[Checkout](#)

Continue Shopping

Your order qualifies for free Standard delivery (\$75.00 minimum)

**HERE IS AN APPROX PRICE for Centenary Shirts:**

KIDS SIZES: 10, 12, 14,.....\$77.00 Per shirt

ADULT SIZES: S, M, L, XL, XXL, 3XL, 4XL, 5XL.....\$88.00 Per shirt

**(This price includes NEW ARTWORK & GST)**

I look forward to your reply.

**Charlie**

**Tropic City Shirts**

**1 Evergreen Street,**

**Clifton Beach, QLD. 4879**

**[charlie@tropicshirts.com](mailto:charlie@tropicshirts.com)**

**Ph: 07 4055 3295**

**Fax:07 4055 3069**

**[www.tropicshirts.com](http://www.tropicshirts.com)**

**[www.facebook.com/tropiccity](http://www.facebook.com/tropiccity)**





1 Evergreen Street  
Clifton Beach

Phone 07 4055 3295  
Fax 07 4055 3069  
Email sales@tropicshirts.com  
A B N 63 257 712 197

## Quotation

Date : 23/06/2022

Quotation Number : 00001749

**Bill To:**

TAGAI - Poruma Island Campus  
Poruma Island  
Via Thursday Island  
Torres Strait QLD 4875  
4069 4209

**Ship To:**

TAGAI - Poruma Island Campus  
PORUMA ISLAND  
QLD. 4875  
Ph: 4069 4209  
COCONUT ISLAND Qld 4875

QTY	Description	Price	GST	Line Total	Code
80	80 x 100th Anniversary polos Poruma Ngurpay Lag Sublimated polos with new design. This price includes artwork and set up costs.	\$80.00	\$640.00	\$7,040.00	GST
1	Courier fee to Seaswift Freight to be on Seaswift account 1209. Order to be recieved by 26th August.	\$25.00	\$2.50	\$27.50	GST

**Our Terms are we will require a 50% deposit before we start your order and the balance on completion.**

**Bank Details**  
Commonwealth Bank  
BSB : 064 836  
A/C : 100 40391

Please use quotation number or name as reference to allow correct allocation of your payment.

GST	\$642.50	GST
Invoice Total	\$7,067.50	
Paid to	\$0.00	
<b>Total</b>	<b>\$7,067.50</b>	

**Katherine Epseg**

---

**From:** Cr. Francis Pearson  
**Sent:** Thursday, 23 June 2022 6:04 PM  
**To:** Mokathani Lui; Community Grants  
**Subject:** Re: Poruma P&C Community Grant Application - \$5000.00 Event Date: 26th to 28th August 2022

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

**Applications is approved**

**Cr. Francis Pearson | Councillor - Division 11 - Poruma**  
**Member: Housing and Safe and Healthy Communities Committee**

Torres Strait Island Regional Council

 Phone: 07 4083 2703 Mobile: 0437 448 594  
Email: [Cr.Francis.Pearson@tsirc.qld.gov.au](mailto:Cr.Francis.Pearson@tsirc.qld.gov.au)  
Address: TSIRC, Poruma (Coconut) Island, QLD 4875  
Website: [www.tsirc.qld.gov.au](http://www.tsirc.qld.gov.au)  
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\*\*\*\*\*

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**From:** Mokathani Lui <[Mokathani.Lui@tsirc.qld.gov.au](mailto:Mokathani.Lui@tsirc.qld.gov.au)>  
**Sent:** Thursday, June 23, 2022 4:44:28 PM  
**To:** Community Grants <[Community.Grants@tsirc.qld.gov.au](mailto:Community.Grants@tsirc.qld.gov.au)>  
**Cc:** Cr. Francis Pearson <[Cr.Francis.Pearson@tsirc.qld.gov.au](mailto:Cr.Francis.Pearson@tsirc.qld.gov.au)>  
**Subject:** Poruma P&C Community Grant Application - \$5000.00 Event Date: 26th to 28th August 2022

Hi,  
Attached is the community application for processing.

I have included Cr Pearson in this email for his information and support.

**Mokathani Lui | Regional Manager | Poruma | Warraber | Ugar | Iama | Masig**

Torres Strait Island Regional Council

 Phone: 07 4083 2713 Mobile: 0428 127 605  
Email: [Mokathani.Lui@tsirc.qld.gov.au](mailto:Mokathani.Lui@tsirc.qld.gov.au)  
Address: TSIRC, Poruma (Coconut) Island, QLD 4875  
Website: [www.tsirc.qld.gov.au](http://www.tsirc.qld.gov.au)  
Find us on:   

\*\*\*\*\*  
*This email and any attachments are confidential and are only to be read by the addressee as they may contain legally privileged information. If you are not the addressee indicated in this message (or responsible for delivery of such message to the addressee), you should destroy this message immediately and kindly notify the sender by return email.*  
\*\*\*\*\*



CG2023-015

# Community Grants Application Form

## Applicant Details

**Applicant Type**  
 Individual  Community Entity

**Applicant Details**  
Individual or Community Entity Name (eg, sports team, church group): BOB MADEE

**Contact Details**  
Street Address: LOT 2 RANDALL ST, UGAR ISLAND  
Phone No.: 0740 83 2455  
Email Address: bob.madee@tsirc.qld.gov.au.  
Community Entity Contact Name: BOB MADEE  
Role of Contact: SEHW

**Eligibility - Please tick Yes or No to the following questions:**

Is the individual / entity based within the boundaries of Torres Strait Island Regional Council?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Does the individual / entity carry on activities for a public purpose?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Is the individual / entity's primary objective directed at not making a profit?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Has the individual / entity breached a rental agreement, a childcare agreement or an agreed current payment plan with Council?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Is the entity a registered political party?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Has the individual / entity obtained any permits required to undertake the project/activity. (e.g. Prescribed Activity Permit for the operation of temporary entertainment or holding of a public place activity) (attach relevant permits)?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Has the individual / entity provided an acquittal declaration for all previous grants received?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

## Project/Activity Details

Name of project/activity: RECYCLE RIGTH PROGRAMME. (Provide copies of event flyers)

Location of project/activity: COMMUNITY (UGAR).



Start Date: AUGUST 2022  
(Must be after Council's next Ordinary Meeting)

End Date: JANUARY 2023. (6 months)

Is a Prescribed Activity Permit required for this project?

- Yes – please include copy of approved permit / permit application.
- No

**Grant sought from Council**

Financial Assistance: \$ 2,500.00 (please provide quotes)

Being for the purchase of: Recycle Right Programme → Wheelie Bins → Colour Coordinated, Bulk Bags for Keydele.

In-Kind Assistance - relates to the waiver of fees associated with the use of Council facilities (hire of Council car, Community hall, etc).  
*Please complete a "Community Grants - In-kind" Application Form*

Prescribed Activity Permit fees – request to waiver permit fees falls under In-kind Assistance.  
*Please complete a "Community Grants - In-kind" Application Form*

**Please provide evidence of your fundraising efforts**

**Why is this project needed, and what benefits will it bring to the community?**

IS TO Reduce the amount of waste/Rubbish that going into our landfill.  
(attach letters of support from elders etc)

**Payment - Purchase Order Details**

All payments will be made directly to relevant supplier/s:

Options for payment are:  Purchase Order  Auspice Entity

**Purchase Order Details**

Supplier	Amount

**Auspice Entity Details**

(letter of support must be attached)

Auspice Name: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
Phone No.: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
ABN: \_\_\_\_\_

## Agreement and Signature

I, the undersigned, certify that:

- To the best of my knowledge, the information given in this document is true and accurate.
- I have read and understood the Grants and Donations Procedure provided with this application and I agree to abide by the conditions of the grant as set out in the procedure.
- I understand that if Torres Strait Island Regional Council approves the grant, I will be bound by the contents of this application, to carry out the project as described in this application.

Name (printed): **BOB MCDEE**

Signature: 

Date: **23/06/22.**

Position in Community/Auspice Entity (if applicable): **SEHW.**

### INFORMATION PRIVACY STATEMENT

Your Personal Information is protected by law and can only be released to someone else where authorised by law or where you give your permission. Council is collecting your personal information contained in this document for the purpose of assessment, administration and evaluation. This collection of Personal Information is authorised by law under the Information Privacy Act 2009. It is Council's usual practice that the Personal Information contained in this document is disclosed to Council's external auditors and published on Council's website and in Council's Annual Financial Statements as part of compliance with the Local Government Regulation 2012. By signing this declaration you consent to such disclosure and publication.

## Katherine Epseg

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**From:** Cr. Rocky Stephen  
**Sent:** Tuesday, 12 July 2022 11:57 AM  
**To:** Community Grants  
**Cc:** Akausher Savage  
**Subject:** RE: URGENT - FOR YOUR SUPPORT: Community Grants - July Council Meeting

Katherine,

Thanks for your email correspondence which has been noted. The application submitted for funding is a very good project for the Community of Ugar.

I support the application for \$2,500.00 towards this project.

Regards,

Cr. Rocky Stephen | Councillor - Division 13 - Ugar  
Chair: Economic Growth Committee

Torres Strait Island Regional Council



Phone: 07 4083 2452 Mobile: 0400 733 188  
Email: [Cr.Rocky.Stephen@tsirc.qld.gov.au](mailto:Cr.Rocky.Stephen@tsirc.qld.gov.au)  
Address: TSIRC, Ugar (Stephen) Island, QLD 4875  
Website: [www.tsirc.qld.gov.au](http://www.tsirc.qld.gov.au)  
Find us on:   

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\*\*\*\*\*

**From:** Community Grants <[Community.Grants@tsirc.qld.gov.au](mailto:Community.Grants@tsirc.qld.gov.au)>  
**Sent:** Monday, 11 July 2022 11:54 AM  
**To:** Cr. Rocky Stephen <[Cr.Rocky.Stephen@tsirc.qld.gov.au](mailto:Cr.Rocky.Stephen@tsirc.qld.gov.au)>  
**Cc:** Akausher Savage <[akausher.savage@tsirc.qld.gov.au](mailto:akausher.savage@tsirc.qld.gov.au)>  
**Subject:** URGENT - FOR YOUR SUPPORT: Community Grants - July Council Meeting  
**Importance:** High

Good morning Cr. Stephen,

Please find a **Community Grants** application attached for your endorsement:

Application Number	Applicant	Project	Division	Requested Amount
CG2023-015	Bob Modee	Contributions towards costs associated with participating in the (6 months) Recycle Right Programme on Ugar Island, 01/08-01/01/2023	Ugar	\$2,500.00

Please advise if you support this application.

Current balance for Ugar Community is \$25,000.00

Please advise if you require any further information.

Kind regards,  
Katherine Epsag

**Community Grants**

Torres Strait Island Regional Council



Phone: 07 4034 5700  
Email: [Community.Grants@tsirc.qld.gov.au](mailto:Community.Grants@tsirc.qld.gov.au)  
Address: [Level 3, 111 - 115 Grafton Street, Cairns, Queensland 4870](#)  
Website: [www.tsirc.qld.gov.au](http://www.tsirc.qld.gov.au)  
Find us on:   

**Torres Strait Island**  
REGIONAL COUNCIL

\*\*\*\*\*  
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\*\*\*\*\*



Bunnings Group Ltd (Australia)  
ABN 26 008 672 179

Cairns Central Warehouse  
71-83 Kenny Street  
Portsmith NQ 4870  
Phone 07 4040 2800

## Quotation

Customer: TORRES STRAIT ISLAND REG COUNC  
PO BOX 7532  
4870 Cairns QLD 4870

Date: 11/07/2022

Delivery Address: \*\*  
Stephens Island QLD 4875

Contact:  
Phone:

Delivery Instructions: Via Seaswift

Delivery Date: 29/07/2022 ANYTIME  
Bunnings

We have pleasure in submitting our Quotation No: 312290286 for the following job:

Job Address:

Summary	Amt Excl Gst	GST Payable	Amt Incl Gst
AS PER SCHEDULE			
200 PAINT AND CLEANING	2,579.49	257.95	2,837.44
OTHER	50.00	5.00	55.00
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.	<b>Total</b>	<b>\$262.95</b>	<b>\$2,892.44</b>

\*\*\* Quote Valid until 10-AUG-2022 \*\*\*

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

Ked 339975

Tel No: 07 4040 2800

### 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.
- 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: 312290286

Customer: TORRES STRAIT ISLAND REG COUNC  
 PO BOX 7532  
 4870 Cairns QLD 4870

Date: 11/07/2022

Delivery Address: \*\*  
 Stephens Island QLD 4875 Stephens Island QLD 4875

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	4520188	BIN WHEELIE HANDY++240L GREEN 07510	16	Each	120.05	1,920.73	192.07	2,112.80
2	0167390	BIN WHEELIE SPARE PART HANDY++240L LID YELLOW 02742	16	Each	41.17	658.76	65.88	724.64
3	9920160	UTE DELIVERY++SAME DAY	1	Each	50.00	50.00	5.00	55.00
<b>GRAND TOTAL</b>			<b>33</b>			<b>2,629.49</b>	<b>262.95</b>	<b>2,892.44</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 quote 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.



CG2023 - 018

# Community Grants Application Form

## Applicant Details

### Applicant Type

Individual

Community Entity

### Applicant Details

Individual or Community Entity Name (eg, sports team, church group):

NADAI FELL-MAU  
WESTERN UNITED U10'S & U12'S  
RUGBY LEAGUE COUNTRY WEEK CHALLENGE

### Contact Details

Street Address:

LOT 50 MAIN RD DAVAN ISLAND QLD 4875

Phone No.:

0473932357

Email Address:

fell-mau72@yahoo.com

Community Entity Contact Name:

ANNETTE FELL

Role of Contact:

PARENT - SUPPORTER

## Eligibility - Please tick Yes or No to the following questions:

Is the individual / entity based within the boundaries of Torres Strait Island Regional Council? Yes  No

Does the individual / entity carry on activities for a public purpose? Yes  No

Is the individual / entity's primary objective directed at not making a profit? Yes  No

Has the individual / entity breached a rental agreement, a childcare agreement or an agreed current payment plan with Council? Yes  No

Is the entity a registered political party? Yes  No

Has the individual / entity obtained any permits required to undertake the project/activity. (e.g. Prescribed Activity Permit for the operation of temporary entertainment or holding of a public place activity) (attach relevant permits)? Yes  No

Has the individual / entity provided an acquittal declaration for all previous grants received? Yes  No

## Project/Activity Details

Name of project/activity: WESTERN UNITED U10'S & U12'S (Provide copies of event flyers)

RUGBY LEAGUE COUNTRY WEEK CHALLENGE

Location of project/activity:

THURSDAY ISLAND



Start Date: 22-07-22

End Date: 24-07-22

(Must be after Council's next Ordinary Meeting)

Is a Prescribed Activity Permit required for this project?

- Yes – please include copy of approved permit / permit application.
- No

**Grant sought from Council**

Financial Assistance: \$ 2,500

(please provide quotes)

Being for the purchase of: TRAVEL

In-Kind Assistance - relates to the waiver of fees associated with the use of Council facilities (hire of Council car, Community hall, etc).  
Please complete a "Community Grants - In-kind" Application Form

Prescribed Activity Permit fees – request to waiver permit fees falls under In-kind Assistance.  
Please complete a "Community Grants - In-kind" Application Form

**Please provide evidence of your fundraising efforts**

**Why is this project needed, and what benefits will it bring to the community?**

MY SON <sup>AND FEW OTHERS ARE</sup> REPRESENTING THEIR COMMUNITY OF  
DAVAN <sup>ISLAND</sup> IN RUGBY LEAGUE.

(attach letters of support from elders etc)

**Payment - Purchase Order Details**

All payments will be made directly to relevant supplier/s.

Options for payment are:  Purchase Order  Auspice Entity

**Purchase Order Details**

Supplier	Amount
----------	--------

**Auspice Entity Details**

(letter of support must be attached)

Auspice Name:  
 Street Address:  
 Phone No.:  
 Email Address:  
 Contact Name:  
 ABN:

## Agreement and Signature

I, the undersigned, certify that:

- To the best of my knowledge, the information given in this document is true and accurate.
- I have read and understood the Grants and Donations Procedure provided with this application and I agree to abide by the conditions of the grant as set out in the procedure.
- I understand that if Torres Strait Island Regional Council approves the grant, I will be bound by the contents of this application, to carry out the project as described in this application.

Name (printed): ANNETTE FELL

Signature: *AFell*

Date: 24-06-22

Position in Community/Auspice Entity (if applicable):

### INFORMATION PRIVACY STATEMENT

Your Personal Information is protected by law and can only be released to someone else where authorised by law or where you give your permission. Council is collecting your personal information contained in this document for the purpose of assessment, administration and evaluation. This collection of Personal Information is authorised by law under the Information Privacy Act 2009. It is Council's usual practice that the Personal Information contained in this document is disclosed to Council's external auditors and published on Council's website and in Council's Annual Financial Statements as part of compliance with the Local Government Regulation 2012. By signing this declaration you consent to such disclosure and publication.

## Katherine Epsseg

---

**From:** Cr. Torenzo Elisala  
**Sent:** Monday, 11 July 2022 3:26 PM  
**To:** Community Grants  
**Cc:** Mabel Mau  
**Subject:** Re: URGENT - FOR YOUR SUPPORT: Community Grants - July Council Meeting

Supported.

Cr. Torenzo Elisala | Councillor - Division 2 - Dauan  
Member: Culture, Arts, Land and Heritage Committee

Torres Strait Island Regional Council



Phone: 07 4083 2205 Mobile: 0437 514 033

Email: [Cr.Torenzo.Elisala@tsirc.qld.gov.au](mailto:Cr.Torenzo.Elisala@tsirc.qld.gov.au)

Address: TSIRC, Dauan Island, QLD 4875

Website: [www.tsirc.qld.gov.au](http://www.tsirc.qld.gov.au)

Find us on:   

\*\*\*\*\*  
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**From:** Community Grants <[Community.Grants@tsirc.qld.gov.au](mailto:Community.Grants@tsirc.qld.gov.au)>  
**Sent:** Monday, July 11, 2022 11:44:32 AM  
**To:** Cr. Torenzo Elisala <[Cr.Torenzo.Elisala@tsirc.qld.gov.au](mailto:Cr.Torenzo.Elisala@tsirc.qld.gov.au)>  
**Cc:** Mabel Mau <[mabel.mau@tsirc.qld.gov.au](mailto:mabel.mau@tsirc.qld.gov.au)>  
**Subject:** URGENT - FOR YOUR SUPPORT: Community Grants - July Council Meeting

Good morning Cr. Elisala,

Please find **Community Grants** applications attached for your endorsement:

Application Number	Applicant	Project	Division	Requested Amount
CG2023-018	Nadai Fell-Mau (Dauan U12's Western United JRL Team)	Contribution towards travel costs associated with attending the 2022 Country Challenge Week on Thursday Island, 22-24/07/2022	Dauan	\$2,500.00
CG2023-012	Dauan Island Youth Group	Contribution towards costs associated with hosting the 2023 Touch Carnival on Dauan Island, 04-08/01/2023	Dauan	\$10,000.00

Please advise if you support these applications.

Current balance for Dauan Community is \$25,000.00

Please advise if you require any further information.

Kind regards,  
Katherine Epsseg

## Community Grants

Torres Strait Island Regional Council



Phone: 07 4034 5700

Email: [Community.Grants@tsirc.qld.gov.au](mailto:Community.Grants@tsirc.qld.gov.au)

Address: [Level 3, 111 - 115 Grafton Street, Cairns, Queensland 4870](#)

Website: [www.tsirc.qld.gov.au](http://www.tsirc.qld.gov.au)

Find us on:   

Torres Strait Island  
PILING BICHNI

\*\*\*\*\*  
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\*\*\*\*\*

## Roniella Harry

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**From:** Ronniella Harry <ronniellah@gmail.com>  
**Sent:** Friday, 24 June 2022 11:50 AM  
**To:** Roniella Harry  
**Subject:** Fwd: Western United 10s and 12s Squad

This email originated from outside Queensland Health. DO NOT click on any links or open attachments unless you recognise the sender and know the content is safe.

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----- Forwarded message -----

**From:** Geraldine Asela <geraldineasela@gmail.com>  
**Date:** Fri, 13 May 2022, 11:13 am  
**Subject:** Fwd: Western United 10s and 12s Squad  
**To:** <ronniellah@gmail.com>

Good morning,

As per conversation see attachment

Esso

----- Forwarded message -----

**From:** Saintie Joe <saintiew@hotmail.com>  
**Date:** Fri, 13 May 2022, 9:23 am  
**Subject:** Western United 10s and 12s Squad  
**To:** aneriiza\_pearlz86@live.com <aneriiza\_pearlz86@live.com>, david.bosun <David.Bosun@tsirc.qld.gov.au>, Cr. Torenzo Elisala <Cr.Torenzo.Elisala@tsirc.qld.gov.au>, geraldineasela@gmail.com <geraldineasela@gmail.com>, Sandra Baira <Sandra.Baira@tsirc.qld.gov.au>, David Bosun <davidozabosun@hotmail.com>, Sam Joe <samsjoe@hotmail.com>, Larissa Bani <Larissa.Bani@tsirc.qld.gov.au>, Tigi Bani <tigi.bani@tsirc.qld.gov.au>  
**Cc:** Terry Abednego <t.abednego@qrl.com.au>

Good morning team,

Firstly I apologies for how brief this message is 😊 Below is our Western United U10s and U12s squad.

Please inform their parents that were selected to play at the Rugby League Country Week Challenge on Thursday Island . The game will be held on Saturday 23<sup>rd</sup> July. We will need to organise a teams/zoom meeting to catch up in the near future to discuss travel and accommodation etc. As I have briefly discussed with some of you, we will all need to work together to make this happen for this kids.

Under 10s

1 Daniel Kris

- 2 Yohan Gamia
- 3 Armyni Tamwoy
- 4 Robert Amber
- 5 Zephania Kris
- 6 Ahmane Wapau
- 7 Fred Warria
- 8 Ray Asela
- 9 Nadai Fell-Mau
- 10 Robinson Wala
- 11 Dijana Waia
- 12 Pricilla Dau
- 13 Frank Kebisu
- 14 Peo Blanket
- 15 Silas Bairā
- 16 Kidden Repu
- 17 Sha-Mena Mooka
- 18 Aliyana Harry
- 19 Samson Warria

#### Under 12s

- 1 Locklin Misi
- 2 Johnathan Whap
- 3 Judith Kris
- 4 Dezarae Williams
- 5 Christopher Ware
- 6 Racyna Binawel
- 7 Arashi Bosun-Baira
- 8 Panaweni Wosomo - Mooka
- 9 Alyson Elisala
- 10 Ricky Aniba
- 11 Ezekial Namaibai
- 12 Dora Wosomo
- 13 Maine Tabuai
- 14 De Aundre Yorkston
- 15 Timena Nona-Ahmat
- 16 Lenora Matasia-Baira
- 17 Tiffany Nona
- 18 Alice Hosea
- 19 An-Tonis Savage
- 20 Vincent Pearson

Aunty Pearl, I have received your message to provide a letter to support the players' Torres Shire grant funding application. I haven't written one as yet, but if any of you are able to write this letter please let me know. Otherwise I'll write one and distribute to you all in the coming days.

And also just thought I'd mention that my best contact at the moment is email.

If anyone has email address for Uncle Kaltie Tabuai, could you please forward this email to him.

Thanks and regards,

Sent from Mail for Windows



# TORRES STRAIT ISLAND REGIONAL COUNCIL

## COUNCIL REPORT

**ORDINARY MEETING:** July 2022

**DATE:** 19-20 July 2022

**ITEM:** Agenda Item for Noting by Council

**SUBJECT:** Operational Plan 2021-22 Q4 Update

**AUTHOR:** Mette Nordling, Manager of Governance and Compliance

**Recommendation:**

Council resolves to note the Operational Plan 2021-22 Quarter 4 Update.

**Background:**

Pursuant to Section 174 of the *Local Government Regulation 2012*, Council adopted its Operational Plan for the 2021/22 period, during its Ordinary Meeting on 20 July 2021.

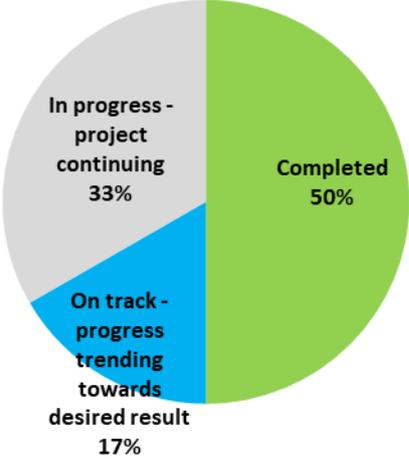
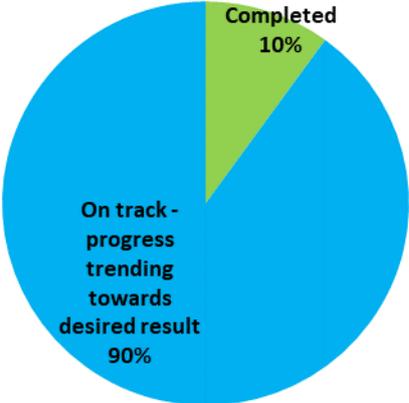
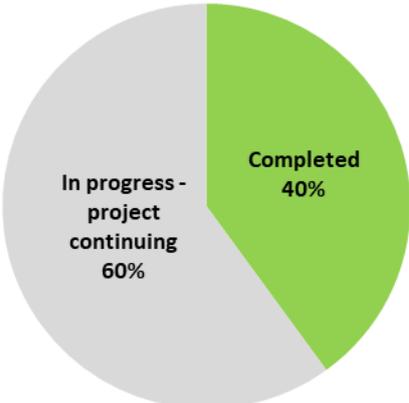
The Operational Plan is structured around Council’s corporate structure as at 20 July 2021, which was updated and endorsed to that shown below in the same meeting:

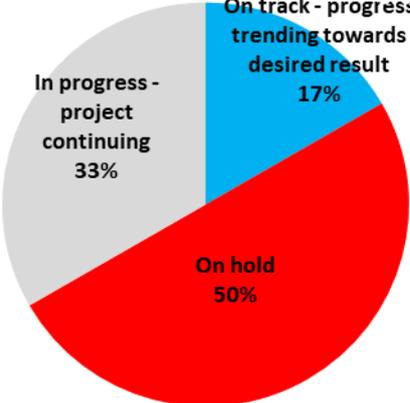
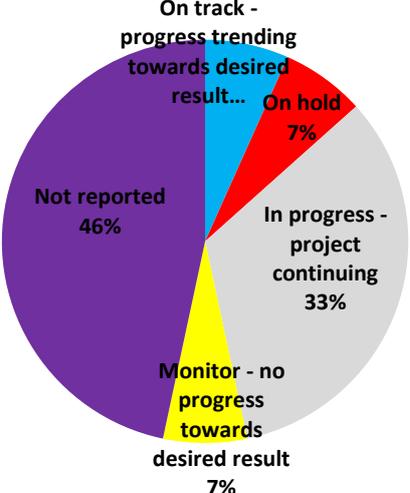


Each of the 60 objectives listed in the Operational Plan, link back to a relevant *Strategic Delivery Pillar* of Council’s current Corporate Plan 2020-25; these pillars are as follows:

	People	<p>Outcome 1: We preserve cultural heritage, history and place.</p> <p>Outcome 2: Our communities are safe, healthy and active.</p> <p>Outcome 3: We ensure accessibility to community support services.</p> <p>Outcome 4: We are a transparent, open and engaging council.</p>
	Sustainability	<p>Outcome 5: We plan effectively for the future of our individual communities and region.</p> <p>Outcome 6: Our communities remain resilient to the effects of climate change and natural disasters.</p> <p>Outcome 7: Our communities are consulted around liveable places, aligned to lifestyle and environmental suitability.</p> <p>Outcome 8: We manage council affairs responsibly to the benefit of our communities.</p> <p>Outcome 9: We actively reduce our environmental footprint and manage our resources sustainably.</p>
	Prosperity	<p>Outcome 10: We advocate and foster regional prosperity through enterprise development.</p> <p>Outcome 11: We invest in the retention of key skills within our region.</p> <p>Outcome 12: We bring opportunity to our region and put our culture on the world stage.</p>

**Operational Plan Progress:**  
 Council's Operational Plan 2020-21 Q4 Dashboard is as follows:

Department:	Total Objectives:	Progress								
 <p>Business Services</p>	6	 <table border="1"> <caption>Business Services Progress</caption> <thead> <tr> <th>Category</th> <th>Percentage</th> </tr> </thead> <tbody> <tr> <td>Completed</td> <td>50%</td> </tr> <tr> <td>On track - progress trending towards desired result</td> <td>17%</td> </tr> <tr> <td>In progress - project continuing</td> <td>33%</td> </tr> </tbody> </table>	Category	Percentage	Completed	50%	On track - progress trending towards desired result	17%	In progress - project continuing	33%
Category	Percentage									
Completed	50%									
On track - progress trending towards desired result	17%									
In progress - project continuing	33%									
 <p>Engineering Services</p>	10	 <table border="1"> <caption>Engineering Services Progress</caption> <thead> <tr> <th>Category</th> <th>Percentage</th> </tr> </thead> <tbody> <tr> <td>On track - progress trending towards desired result</td> <td>90%</td> </tr> <tr> <td>Completed</td> <td>10%</td> </tr> </tbody> </table>	Category	Percentage	On track - progress trending towards desired result	90%	Completed	10%		
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 <p>Building Services</p>	5	 <table border="1"> <caption>Building Services Progress</caption> <thead> <tr> <th>Category</th> <th>Percentage</th> </tr> </thead> <tbody> <tr> <td>In progress - project continuing</td> <td>60%</td> </tr> <tr> <td>Completed</td> <td>40%</td> </tr> </tbody> </table>	Category	Percentage	In progress - project continuing	60%	Completed	40%		
Category	Percentage									
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 <p>Community Services</p>	<p>18</p>	 <table border="1"> <thead> <tr> <th>Category</th> <th>Percentage</th> </tr> </thead> <tbody> <tr> <td>Completed</td> <td>34%</td> </tr> <tr> <td>On track - progress trending towards desired result...</td> <td>22%</td> </tr> <tr> <td>In progress - project continuing</td> <td>11%</td> </tr> <tr> <td>On hold</td> <td>11%</td> </tr> </tbody> </table>	Category	Percentage	Completed	34%	On track - progress trending towards desired result...	22%	In progress - project continuing	11%	On hold	11%		
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On hold	50%													
In progress - project continuing	33%													
On track - progress trending towards desired result	17%													
 <p>Corporate Services</p>	<p>16*</p>	 <table border="1"> <thead> <tr> <th>Category</th> <th>Percentage</th> </tr> </thead> <tbody> <tr> <td>Not reported</td> <td>46%</td> </tr> <tr> <td>In progress - project continuing</td> <td>33%</td> </tr> <tr> <td>On track - progress trending towards desired result...</td> <td>7%</td> </tr> <tr> <td>Monitor - no progress towards desired result</td> <td>7%</td> </tr> <tr> <td>On hold</td> <td>7%</td> </tr> </tbody> </table>	Category	Percentage	Not reported	46%	In progress - project continuing	33%	On track - progress trending towards desired result...	7%	Monitor - no progress towards desired result	7%	On hold	7%
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Monitor - no progress towards desired result	7%													
On hold	7%													

\* Due to recent staff changes, the People and Wellbeing objectives, have not been reported for this period.

**Statutory Requirements:**

*Local Government Act 2009 (Qld)*

*Local Government Regulation 2012 (Qld)*

**Conclusion:**

That Council notes the Operational Plan 2021-22 Quarter 4 Update.



**Endorsed:**

Mette Nordling

Manager Governance and Compliance



**Recommended:**

Peter Krebs

A/Executive Director Corporate Services



**Approved:**

James William

Chief Executive Officer

**Attachments:**

- Table providing breakdown of objectives, progress, and comments
- Operational Plan 2021-22

Objective number	Annual Plan Item	Delivery target	Responsible function	Q4 update	Q4 notes	Integration with Corporate Plan 20-25
	<b>TSIRC Operational Plan 201/22</b>					
	<b>Business Services</b>					
1	Automation of fees & charges platform.	Successful implementation of platform in time for FY23 budget	Financial Services	Complete		Sustainability
2	Streamline Council's budget and financial statement process aligned to legislated time frames.	Successfully meet Budget Review 21/22 - December 2021 Successfully meet Original Budget 22/23 - June 2022 Statements should be adopted prior to mandated date and be free from material error or misstatement.	Financial Services	On track - progress trending towards desired result	Original budget is on track to be adopted at the July Council meeting	Sustainability
3	Migration of all business units to CI Anywhere and implementation of financial performance dashboard capability.	Development of implementation plan and gain roll-out approval. • Successful scoping of CI Anywhere dashboard capabilities and implementation roadmap identified.	Financial Services	Complete	Roadmap finalised and with Executives for signoff before moving to the next stage which has been incorporated in 22/23 operational plan.	Sustainability
4	Deliver end of month continuous improvement program to further drive Council's financial maturity.	All monthly reports to Council submitted by due date. • Implementation of standard checklist for end of month processes which are routinely completed in a timely manner.	Financial Services	In progress - project continuing	TechOne consultants came onsite to provide payroll training and find efficiencies in current processes. Waiting for final report and recommendations. Most efficiencies will be made once the payroll module has moved to CIA. Testing has commenced for capitalisation of BSU works which will allow billing against a capital task and remove the need for multiple journals by multiple functions. Review of report by TechOne to be done to prioritise suggested process improvements.	Sustainability
5	Deliver asset management enhancement strategy and system upgrade delivery roadmap.	Strategy complete & roadmap identified.	Asset Management	Complete	Roadmap completed, Configuration workshops beginning July 2022	Sustainability
5a		Full Implementation of LocalBuy NextGen & reporting suite Further evolve Council's procurement procedures & policies	Procurement	In progress - project continuing	Local Buy NexGen program is ready to be rolled out for employee use. There have been delays due to staff movements. Draft Procurement Policy has been submitted to stakeholders to provide feedback with responses received. Second review to be undertaken based on feedback before it is taken to the Economic Growth Committee, SARG then Council for adoption. Draft procedures are ready for review.	Sustainability
	<b>Engineering Services</b>					
6	Streetlight defect audit completed, and fee proposal obtained from Ergon to undertake rectification works.	Audit completed.	Engineering	Complete	Street light audit has been completed and fee proposal have been obtained from Ergon to undertake rectification of streetlights. Funding opportunities are being explored to fund the rectifications works.	People
7	Coastal inundation mitigation: Coastal Hazard Adaptation Strategy (CHAS). • Department of Seniors, Disability Services and Aboriginal and Torres Strait Islander Partnerships Master planning. • Seawalls Program works for Boigu, Poruma, Iama, Warraber & Masig Communities.	CHAS Stage 4. Seawalls program on schedule.	Engineering	In progress - project continuing	TSIRC has been successful in securing funding from LGAQ for completion of remaining phases 6-8 of the CHAS. and have engage Alluvium Consulting to undertake the remaining stages (6-8) including additional community engagement activities.	Sustainability
8	Access projects delivery: • Dauan helipad road upgrade. • Saibai airport road upgrade - design. • Poruma airport access road - design. • Dauan western reservoir - design. • Badu wells access road culvert reconstruction.	All capital works completed prior to end of financial year.	Engineering	In progress - project continuing	Access projects delivery: • Dauan helipad road upgrade - on hold due to funding availability • Saibai airport road upgrade design - completed • Poruma airport access road design - completed • Dauan western reservoir design - completed • Badu wells access road culvert reconstruction - Tender awarded	Sustainability
9	Water and waste water: • Saibai STP upgrade. • Badu & Iama SPS upgrades • SCADA Upgrade for Sewer Pump Stations at Masig, Poruma, Warraber & Mabuiag.	All capital works completed prior to end of financial year.	Engineering	In progress - project continuing	- Saibai STP Upgrade achieved Practical Completion. - Badu and Iama SPS Upgrades - completed. - SCADA Upgrade projects on multiple islands in final stages of commissioning.	Sustainability
10	Ugar channel dredging study & scoping.	Study and scoping works delivered.	Engineering	In progress - project continuing	Detailed design has been completed for the project. Ecological assessment and survey of proposed dredge disposal sites is outstanding. EoT has been submitted and project likely to be completed by Q2 of the 2022/23 FY.	Sustainability

Objective number	Annual Plan Item	Delivery target	Responsible function	Q4 update	Q4 notes	Integration with Corporate Plan 20-25
11	<p>Access projects scoping:</p> <ul style="list-style-type: none"> <li>Marine infrastructure scoping and condition assessment.</li> <li>Regional airstrip condition assessment.</li> <li>Dauan pontoon upgrade - design.</li> <li>Mer airport fencing upgrade.</li> <li>Boigu airport apron upgrade -Design.</li> <li>Badu, Kubin, St. Pauls and Masig finger jetty repairs.</li> <li>Airport/helipad mangrove clearing - Mabuiaig &amp; lama.</li> </ul>	Studies and design work complete.	Engineering	In progress - project continuing	<p>Access projects scoping:</p> <ul style="list-style-type: none"> <li>Marine infrastructure scoping and condition assessment - Final Stages of Commissioning</li> <li>Regional airstrip condition assessment - completed</li> <li>Dauan pontoon upgrade - design - completed</li> <li>Mer airport fencing upgrade - completed</li> <li>Boigu airport apron upgrade design - completed</li> <li>Badu, Kubin, St. Pauls and Masig finger jetty repairs - completed</li> <li>Airport/helipad mangrove clearing - Mabuiaig &amp; lama - rollover to 2022/23 FY</li> </ul>	Sustainability
12	Climate Risk Management Strategy.	Strategy drafted.	Engineering	In progress - project continuing	Climate Risk Strategy is being developed and forecasted to roll over into 2022/23 FY.	Sustainability
13	<p>Disaster management program:</p> <ul style="list-style-type: none"> <li>Separation of Torres Strait Local Disaster Management Group (LDMG).</li> <li>Annual update of Community Disaster Management Plans.</li> <li>Set up and coordination of Local Disaster Management Group (LDMG).</li> </ul>	New Local Disaster Management Group (LDMG) model established and operational readiness achieved.	Engineering	In progress - project continuing	Annual update of the Community Disaster Management Plans have been completed. Council have prepared an Implementation Plan for the separation of the current TS LDMG to form TSIRC LDMG, with a plan for this to come into effect by June 2022, subject to relevant Ministerial approval. Letter outlining TSIRC's intent to separate from combined TSLDMG has been sent to relevant Ministers in December 2022 with no formal response to date.	Sustainability
14	<p>Waste management:</p> <ul style="list-style-type: none"> <li>Local Government Association Queensland Regional Waste Strategy.</li> <li>Metal Waste Legacy Stockpile Clean-up Project.</li> </ul>	Regional Waste Strategy completed. Initial clean up completed.	Engineering	In progress - project continuing	<ul style="list-style-type: none"> <li>TSIRC's Legacy Metal Waste Project is currently underway with contractor mobilized to site in March 2022. EoT for the ICCIP funding has been approved until 31 December 2022 in line with Project delivery schedule.</li> <li>Hammond &amp; Kubin have been completed to date with contractor mobilizing to St Pauls in June 2022.</li> </ul>	Sustainability
15	<p>Water projects:</p> <ul style="list-style-type: none"> <li>Dauan rising main and well refurbishment.</li> <li>Indigenous Councils Critical Infrastructure Program (ICCIP) – water project - critical infrastructure/legislative compliance upgrades.</li> <li>De-sludge lagoons - Badu, Kubin, St Pauls.</li> <li>Lagoon cover replacement - Boigu, Warraber, Masig.</li> <li>Rising main and reservoir upgrade - lama, Kubin, Mabuiaig, St Pauls.</li> </ul>	All capital works completed prior to end of financial year.	Engineering	In progress - project continuing	Lagoon cover replacement and lagoon desludging works are being progressively rolled out across the region. Rising main and reservoir upgrades are being performed progressively. Multiple ICCIP projects have been completed, in progress and/or have had scope changes due to budget shortfalls etc. All projects are on track for completion by 30 June 2022. Multiple ICCIP funded Water and Wastewater projects have received funding extension until 31 December 2022 and are in line to be completed within funding extension timeframes.	Sustainability
<b>Building Services</b>						
16	Delivery of fuel bowser program.	Program scope identified and commencement of works.	Building Services	In progress - project continuing	<p>W4QLD funding</p> <p>Boigu is in Design completed and currently under Project Sponsors review for approval to proceed to Tender phase.</p> <p>Mabuiaig is in Design completed and currently under Project Sponsors review for approval to proceed to Tender phase.</p> <p>Erub is in Design completed and currently under Project Sponsors review for approval to proceed to Tender phase.</p> <p>Federal Funded with COF contribution</p> <p>Ugar is in Design completed and currently under Project Sponsors review for approval to proceed to Tender phase.</p> <p>Mer is in Design completed and currently under Project Sponsors review for approval to proceed to Tender phase.</p> <p>Building Our Regions</p> <p>Saibai Work in Progress with completion scheduled for end of June.</p>	Sustainability
17	Delivery of capital works program.	Building Services Unit engaged internally to undertake.	Building Services	In progress - project continuing	<p>Plug In program have had needs changes on designated properties, that has caused delays for redesigns, lot adjustments, approvals, variations, budget adjustments. Separating Plug IN programs into their individual funding types</p> <p>* QBuild - 1 OK, 1 lot change, 1 design adjustment. Works in progress currently @ approx 25%</p> <p>*Community Grant Funding - 3 of the 5 had Lot changes due to change in identified needs of tenants, 1 of lot changes is Work In Progress @ lama approx 40% complete, 1 is complete on Mabuiaig which was an underbuild (was not a Lot Change), 1 @ Dauan is not a lot change scheduled commencement approx end July. Saibai &amp; Hammond both Lot changes current being work through for approvals.</p>	Sustainability

Objective number	Annual Plan Item	Delivery target	Responsible function	Q4 update	Q4 notes	Integration with Corporate Plan 20-25
18	Partnering with agencies to look at alternative materials that are more sustainable such as replacing laminex benchtops with stainless steel.	Alternative materials identified.	Building Services	In progress - project continuing	Building Services has commenced discussions with leading building Material suppliers to obtain recommendations on construction material improvements that will directly assist with increasing the building usable lifecycle. The material specifications are being forwarded to Building Services to commence the establishment of TSIRC Building Services Material specifications. The 2 Key areas focus for commencement are * external paint type (to better protect the building materials underneath). * Steel structural post protection out of ground	Sustainability
19	Build new tropical house design on St Pauls.	House completed within specified time frames.	Building Services	Complete		Sustainability
20	Procure system along with Pro Est fully integrated and all Building Services Unit staff trained.	All staff trained and Procure running by December 2022.	Building Services	Complete		Sustainability
<b>Community Services</b>						
21	Tenancy management program: • Develop and deliver programs to clients in support of sustaining long term tenancy. • Provide awareness of general tenancy agreement for clients to strengthen relationships between TSIRC and communities.	Successfully deliver Awareness of Landlord and Tenants Responsibility Program to all communities.	Housing Services	In progress - project continuing	Community consultations has not occurred in the reporting period due to post-covid19 priorities and change in key staffing. The objective is vital to achieve clear understanding of service provisions and responsibilities, therefore carried forward to 22/23 year.	Sustainability
22	Complete housing needs assessment with relevant stakeholders ensuring appropriate housing modifications are completed.	Successful assessments completed in all communities.	Housing Services	On track - progress trending towards desired result	OT assessments are continued to be reviewed and approved by the Manager of Community Services/ HACC Program Mary Gela to ensure that all disability modifications are suited to the needs of the tenants that are being identified with Modification needs. Managers Housing and Aged Care are discussing needs with key Building Services Unit Managers so that clients needs are prioritised for completion. Further work to continue in 22/23 under the Safe, Healthy Housing Project that Housing team will be part of driving.	Sustainability
23	Develop a Community focus group to address complex housing situations, provide appropriate recommendations, including future housing design and construction quality in conjunction with Building Services Unit.	Successfully conducted focus groups, recommendations drafted.	Housing Services	In progress - project continuing	Development of Community Focus Group was not completed. This item will continue in 22/23 however rebranded and included as part of the Safe, Healthy Housing Program.	Sustainability
24	Increase rental collection rates.	Achieve a reduction in debt from 20/21 to 21/22.	Housing Services	In progress - project continuing	Top 500 Debtors Report and PAST Accounts are currently being reviewed by the Senior Housing Team members and will be completed by 30th of June 2022 to table at next meeting with the Debt Recovery Team which consists of Finance Debtors Team, BSA and Executive Director of Financial Services to implement systems to improve in recuperating in the outstanding and problematic debts that are affecting the Council financially.	Sustainability
25	Undertake regional tenancy management study.	Delivery of study and recommendations.	Housing Services	Complete	The objective has not progressed, primarily due to Housing Authority plans currently on hold until further direction of management. Item will be revisited.	Sustainability
26	Advocate for the establishment of localised small businesses in communities to provide support services for consumers with a disability.	NDIS representation in region.	Community Services	On track - progress trending towards desired result	Regional workshops were conducted by NDIS on Thursday Island and NPA to support local businesses and individuals interested in becoming local service providers to gain a greater understanding of what legislative requirements and systems are required to register as a service provider. PWC have been engaged to deliver virtual NDIS sessions on becoming a service provider, flyers for the information sessions will be sent out in July 2022 and distributed to communities.	Sustainability
27	Review and streamline referral process for respite care in partnership with QLD Health and regional residential care providers.	Completion of review, recommendations presented.	Community Services	Complete	Manager CS met with TCHHS to clarify process for engagement of regional respite care for consumers residing in TSIRC electorate. TCHHS will promote service and process through their ACAT assessment team to raise awareness across the Torres Strait. Manager CS will link families to the ACAT team and provide support where a requests for respite is received to ensure consumers and families needs are accommodated.	People

Objective number	Annual Plan Item	Delivery target	Responsible function	Q4 update	Q4 notes	Integration with Corporate Plan 20-25
28	Work collaboratively with Council's Housing Department, Department of Communities, Housing and Digital Economy and Qld Health occupational therapists to streamline the process for undertaking home modifications to enhance in-home safety and address accessibility.	Process streamlined and implemented.	Community Services	Complete	Aged Care Services, Housing Services, CHDE OT and TCHHS OT's continually work together to ensure OT reviews are conducted in a timely manner to support consumers needs for improved in-home safety. Alternative review systems have been identified to aid with in-home assessments where a physical assessment cannot be undertaken due to travel restrictions or staff shortages. Further investigations is still required to assess the timeframe for the delivery of home modifications by Building Services once a request has been endorsed by TSIRC and approved by CHDE for delivery, to improve delivery times and reduce unnecessary delays.	Sustainability
29	Improve the delivery of and access to childcare services.	Meeting KPIs of funding agreements. Increased enrolment.	Community Services	On track - progress trending towards desired result	Child Care teams on Badu and Hammond along with Manager CS have been working with Council's internal auditor to review and identify areas for improvement in Child Care operations. Service staff have discussed and are planning towards hosting open days to entice family's to visit the centre and participate in activities to provide them with an opportunity to speak to staff about the service and the programs offered, to support working families and children's care and learning and development. Service staff will also use these opportunities to discuss any perceived challenges with family's and provide assistance where requested.	People
30	Advocate the Queensland Government to identify childcare options for the region.	Queensland Government Commence process of identifying childcare options.	Community Services	On track - progress trending towards desired result	Manager CS has been in discussions with the Department of Education and Play Matters to establish Playgroups in each community where there is no alternative Child Care service, as a short term solution for Child Care. Further work still needs to be undertaken to review existing vacant facilities, qualified people residing in the TSIRC region and associated costs in setting up small Child Care services based on the 0-4 years Census data for communities.	People
31	Development and implementation of compliance and enforcement program (Local Laws - Authorised Officers).	Successful implementation and delivery and 100% compliance.	Environmental Health	On track - progress trending towards desired result	2 new EHW have been trained, and a supporting role established.  infringements referred to SPER	People
32	Delivery of Environmental Health and Animal Management Program.	Program delivered on time and within budget.	Environmental Health	On track - progress trending towards desired	final report required to be submitted.	Sustainability
33	Develop and implement 12 weeks Keriba Way co-design program.	Signed Service agreement.	Health & Wellbeing	On hold	Project on hold due to change in workforce and the skillset necessary to ensure successful delivery.	People
34	Health and wellbeing program: • Secure funding for employment and delivery of Health and wellbeing program. • Delivery of KPIs identified in signed service agreement.	Signed service agreement. Meeting set in signed service agreement KPIs.	Health & Wellbeing	Complete	Funding Agents have agreed on a time to meet and discuss best approach going forward to recurrently fund the program but also through one funder to reduce the reporting expectations. To ensure this item is completed, it is included in 22/23 objectives.	People
35	Develop and implement annual events planner to increase engagement and visibility of Council at divisional level through partnering with stakeholders.	Facilitation of events in accordance with annual plan.	Visitor Operations & Events	Complete	Calendar was developed and launched with Divisional Administration to ensure planning at Divisional level. Unfortunately this did not get up to the wider-organisation. Event planning at Division did occur by divisional admin teams. Regional Events such as Mabo Day and 50th Anniversary of Coming of the Light was successfully delivered and increased TSIRCS presence to external bodies.	People
36	Indigenous Knowledge Centres (IKC): • Develop and implement 2021-22 IKC strategy. • Delivery of core IKC programs: - First 5 Forever program. - Public/Community Library program.	Strategy developed and implemented. Successful delivery of IKC core programs.	Health & Wellbeing	Complete	IKCs F5F programs completed in Divisions and reporting as part of contractual obligations. IKC Coordinators received refresher training and confident in program delivery. IKC Strategy not developed due to key staff changes, however will be revisited in 22/23 year.	People
37	Implement standard admin processes including guides and templates across 15 Divisions in line with audit requirement.	All divisional admin staff and offices utilising same processes.	Divisional Administration	On hold	Project carried forward to 22/23, HoCS implementing closer monitoring of this process as it forms part of overall department reform.	Sustainability
38	Lead implementation of the Visitor Management Strategy, including visitor entry and exit, accommodation, and travel.	Successful implementation of process and roadmap.	Visitor Operations & Events	In progress - project continuing	Objective will be ongoing in 22/23 due to staff changes and closer monitoring.	Prosperity
	 Corporate Affairs					

Objective number	Annual Plan Item	Delivery target	Responsible function	Q4 update	Q4 notes	Integration with Corporate Plan 20-25
39	Develop Council's first Reconciliation Action Plan.	Scoping and research. Reconciliation Action Plan developed.	People & Wellbeing	On track - progress trending towards desired	First draft completed	Prosperity
40	Scoping of formal name change proposal and delivery of implementation road map. Change to Local Government Area boundary review.	Undertake risk and cost analysis. Collect and analyse data from community consultation/ surveys.	Governance and Risk	On hold	Additional resources required to undertake the work required	People
41	Evolve Council's community information & engagement channels.	Obtain project funding & commence digital noticeboard project. Community feedback/training sessions delivered.	Enterprise Development & Delivery	On hold	This project has not qualified for funding opportunities to date. Will continue to monitor available funding for a potential match.	People
42	Further develop a good governance and risk culture across Council.	Delivery of Corporate Governance Framework incl. Governance, Risk, Fraud & Ethics awareness programs. Incident reporting implemented. Evolve Council's Business Continuity Plan model, awareness, core team training & tools. Website phase 2 implementation successfully delivered.	Governance and Risk	In progress - project continuing	*Framework not progressed due to lack of resources/awaiting recruitment and direction from ELT *An e-learning Fraud Awareness module has been trialed by a selection of employees. *Incident reporting happens via Mango. *Training materials for the next BCP mock scenario have been finalized – awaiting a suitable training date from the Executive. *Website design mock-ups received and review of current website underway	Sustainability
43	Delivery of Council's Enterprise Development Strategy, identifying key sector opportunities.	Successful delivery of strategy. Community consultation completed.	Enterprise Development & Delivery	On hold	Funding needs to be confirmed before project can recommence.	Prosperity
44	Evolve employee information & engagement channels.	Successful implementation of internal digital noticeboards. Implementation and further development of Council's employee Intranet - phase 2 and 3.	Creative Services	In progress - project continuing	*All equipment has been purchased and is currently in transit. *Project on hold due to lack of resources/awaiting recruitment	Sustainability
<b>Corporate Services</b>						
45	Support for the development of regional governance framework.	Support provided as required.	Legal Services	On hold	It has been raised with council that to properly implement this project, a designated project officer will have to be appointed to carry out community consultations and stakeholder engagements and other duties which will be labor intensive. Correspondence from the Deputy Premier Steven Miles MP outlined issues that need to be addressed before there can be any government support. Direction is being sought from Council to approve this process.	People
46	Assist in the effective management of DOGIT Land as a Trustee.	Trustee requirements delivered accordingly.	Legal Services	In progress - project continuing	Undocumented commercial land occupation project: current priorities are CEQ, AMSA and Tagai. May Council workshop session provided Council with an update on the Ahwang appeal and proposed amendments to the Trustee Policy. The Trustee Policy review has been referred to the CALH Committee for further consideration.	Sustainability
47	Change to Local Government Area boundary review.		Legal Services			People
48	Saibai land transfer & Ugar Land Transfer: To facilitate the progression of transfer of Deeds of Grant in Trust from Council to community-based entity that has been fully endorsed by the community to be the trustee.	Progress of Ugar land transfer and Saibai land transfer with stakeholders.	Legal Services	Monitor - no progress towards desired result	Correspondence sent to State Minister Stewart raising Councils concerns regarding proper consultation and arrangements both pre and post transfer of the DOGIT. There is no indication that the transfers will be complete by July 2022. GBK has taken over from the TSRA NTO the function of facilitation of the project.	Sustainability
49	Landing Holding Act (LHA) Katter Lease Resolution (OP).	Reduction in number of outstanding LHA lease entitlements.	Legal Services	In progress - project continuing	Information Report provided to Council in May. For TSIRC DOGIT communities there are 40 unresolved LHA entitlements. ATSIP has completed engagement and referred the remaining entitlements to Department of Resources for resolution from 1 July 2022. Resources is continuing to notify Legal Services, TSIRC housing department and the relevant island Councillors of entitlement surrenders and proposed LHA lease grants. This project will continue in FY22/23.	Sustainability
50	Template execution for (Regional) Infrastructure & Housing Indigenous Land Use Agreement (ILUA): To develop an ILUA for each division of the electorate to cover all frequently used Future Acts under the Native Title Act 1993 (Cth) and maximise expediency in Native Title validation.	Remaining communities completed.	Legal Services	On track - progress trending towards desired result	The Mer and Poruma ILUA is still awaiting execution by the PBC's before referral to the National Native Title Tribunal and registration. GBK is providing Native Title Service to the PBC's in this matter.	Sustainability

Objective number	Annual Plan Item	Delivery target	Responsible function	Q4 update	Q4 notes	Integration with Corporate Plan 20-25
51	Create working group to develop collateral in collaboration with Torres Strait Regional Authority, Department of Seniors, Disability Services and Aboriginal and Torres Strait Islander Partnerships and NAB - for home ownership options.	Information delivered to communities about home ownership options. Trustee Policy updated. Existing applications for home-ownership leases progressed.	Legal Services	In progress - project continuing	May Council workshop session provided Council with an update on the Ahwang appeal and proposed amendments to the Trustee Policy. The Trustee Policy review has been referred to the CALH Committee for further consideration. Home-ownership project will progress once the Trustee Policy has been reviewed.	Sustainability
52	Refresh Council's Transitional Action Plan (TAP).	Consultant brief developed and consultant engaged. Refresh of TAP commenced.	People & Wellbeing			Sustainability
53	Work, Health and Safety (WHS): • Increase WHS support & representative footprint within region. • Health and Safety Representative elections to be conducted.	Health and Safety Representative elected for each community, trained and WHS Committee established and operational.	People & Wellbeing			Sustainability
54	Conduct workshops in region to raise awareness of recruitment processes and other People and Wellbeing operations.	Workshops conducted in all communities by end of financial year.	People & Wellbeing			Sustainability
55	Implementation of Council's Diversity & Inclusion Policy.	Diversity and Inclusion Policy implemented across Council.	People & Wellbeing			Prosperity
56	Roll-out and Implementation of certified agreement.	CA rolled out, position descriptions fully reviewed and reclassified.	People & Wellbeing			Sustainability
57	Review and evaluate learning & development strategy.	Learning and Development strategy reviewed, and evaluation conducted by June 2022.	People & Wellbeing			Prosperity
58	Grow Council's existing apprenticeship program.	Increase in number of trainees employed.	People & Wellbeing			Prosperity
59	Develop regional disaster and alternative communication capabilities.	Deliver scope and pilot implementation roadmap.	Information Technology Services	In progress - project continuing	Waiting on the outcome of the funding application for the satellite services to upgrade the network in readiness for the removal of copper based services by Telstra. Notification of applications were expected in early May 2022, but as yet, still no indication.  Looking to implement Adapt S1 portion of the project once approval is granted by CEO as funds are already available.	Sustainability
60	Develop strategic IT program focusing on regional frontline capability and security.	Successful engagement of consultant and delivery of regionally appropriate strategy. Strategy endorsed by key stakeholder groups.	Information Technology Services	In progress - project continuing	Waiting on the outcome of the funding application for the satellite services to upgrade the network in readiness for the removal of copper based services by Telstra. Notification of applications were expected in early May 2022, but as yet, still no indication.  Looking to implement Adapt S1 portion of the project once approval is granted by CEO as funds are already available.	Prosperity



# TORRES STRAIT ISLAND REGIONAL COUNCIL

## COUNCIL REPORT

<b>ORDINARY MEETING:</b>	July 2022
<b>DATE:</b>	19-20 July 2022
<b>ITEM:</b>	Agenda Item for Resolution
<b>SUBJECT:</b>	Operational Plan 2022-23
<b>AUTHOR:</b>	Mette Nordling, Manager of Governance and Compliance

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### **Recommendation:**

That Council resolve to:

1. endorse the Operational Plan for the 2022-23 financial year, in accordance with Section 174 of the *Local Government Regulation 2012*  
and
2. delegate authority to the Chief Executive Officer in accordance with the *Local Government Act 2009* to make any further minor administrative amendments to the Operational Plan as they arise.

### **Executive Summary:**

Pursuant to both the *Local Government Act 2009*, and the *Local Government Regulation 2012*, Council has prepared an annual Operational Plan in alignment with the Corporate Plan 2020-2025.

The annual Operational Plan will outline Council's performance and progress against the objectives set forth in the Corporate Plan and will be reported on quarterly by the relevant Department of Council. Council may, by resolution, amend its annual Operational Plan at any time before the end of the financial year. Both the Elected Members and Officers of Council must discharge their responsibilities in a way that is consistent with both the Annual Operational Plan and the current Corporate Plan.

### **Background:**

Council adopted its Corporate Plan 2020-2025 in 2019 with Council's first Operational Plan developed from this being the 2019/20 Operational Plan. This year's plan is the fourth Operational Plan with only one remaining from the current Corporate Plan.

### **Comment:**

Preparation of the Operational Plan started in early March with a workshop with officers nominated by each Executive Director. This workshop provided an overview of where an Operational Plan sits within Council's Governance framework, how it interacts with the Corporate Plan, and the operational planning cycle as a whole. The workshop also discussed, how to set the objectives and allocate resources, the need to set performance indicators, and methods of control. This workshop occurred shortly before the budget process commenced, to ensure that managers were equipped to set the Operational Plan objectives and make informed budget submissions.

The Operational Plan is structured around Council's corporate structure as at 1 July 2022, which was endorsed by Council on 20 July 2021:



### Links to Strategic Plans:

Each of the 51 objectives listed in the Operational Plan, link back to a relevant Strategic Delivery Pillar of Council's current Corporate Plan 2020-25; these pillars are as follows:

	People	<p>Outcome 1: We preserve cultural heritage, history and place.</p> <p>Outcome 2: Our communities are safe, healthy and active.</p> <p>Outcome 3: We ensure accessibility to community support services.</p> <p>Outcome 4: We are a transparent, open and engaging council.</p>
	Sustainability	<p>Outcome 5: We plan effectively for the future of our individual communities and region.</p> <p>Outcome 6: Our communities remain resilient to the effects of climate change and natural disasters.</p> <p>Outcome 7: Our communities are consulted around liveable places, aligned to lifestyle and environmental suitability.</p> <p>Outcome 8: We manage council affairs responsibly to the benefit of our communities.</p> <p>Outcome 9: We actively reduce our environmental footprint and manage our resources sustainably.</p>
	Prosperity	<p>Outcome 10: We advocate and foster regional prosperity through enterprise development.</p> <p>Outcome 11: We invest in the retention of key skills within our region.</p> <p>Outcome 12: We bring opportunity to our region and put our culture on the world stage.</p>

### Consultation:

- Council
- All Council departments

### Risk:

#### Financial:

The Operational Plan has been developed in conjunction with the development of the annual budget to ensure activities recorded in the plan have been appropriately funded where required.

### Statutory Requirements:

*Local Government Act 2009*

*Local Government Regulation 2012*

**Conclusion:**

That Council resolves to endorse the Operational Plan for the 2021-22 financial year and delegate authority to the Chief Executive Officer to make any further minor administrative amendments as they arise.



**Author:**

Mette Nordling  
Manager, Governance and Compliance



**Recommended:**

Peter Krebs  
A/Executive Director Corporate Services



**Approved:**

James William  
Chief Executive Officer

**Attachments:**

Operational Plan 2022-23

## Financial Services

No	Objective	Corp. Plan	Function	Timeline	Delivery/Target
1	Focus on financial sustainability projects and plan to optimise measurement and reliable reporting for better analysis of performance and to inform better decision-making in the future.		Financial Services	Q1-Q4	<ul style="list-style-type: none"> <li>Develop a framework to support and enhance Council's financial sustainability.</li> </ul>
2	Continue to streamline Council's budget and financial statement process within legislated time frames.		Financial Services	Q1-Q4	<ul style="list-style-type: none"> <li>Successfully meet Original Budget 22/23 – July 2022.</li> <li>Successfully meet Budget Review 22/23 - December 2022.</li> <li>Statements should be adopted prior to mandated date and be free from material error or misstatement.</li> </ul>
3	Migration to Ci Anywhere and implementation of dashboard capability based on approved roadmap		Financial Services	Q1-Q4	<ul style="list-style-type: none"> <li>Successful migration of modules based on approved roadmap</li> </ul>
4	Deliver end of month continuous improvement program to further drive Council's financial maturity.		Financial Services	Q1-Q4	<ul style="list-style-type: none"> <li>Review and implementation of a standard EOM process within TechOne with automation of processes where possible:                             <ul style="list-style-type: none"> <li>- balance sheet reconciliations within T1</li> <li>- prepayment automated through the AP process</li> <li>- accruals processed via an ETL or other automated process</li> </ul> </li> </ul>
5	Deliver asset management enhancement strategy and system upgrade based on approved roadmap.		Financial Services	Q1-Q4	<ul style="list-style-type: none"> <li>Successful migration of modules and enhancement of system functionality based on approved roadmap</li> </ul>
6	Deliver the Comprehensive Asset Revaluation program		Financial Services	Q1-Q4	<ul style="list-style-type: none"> <li>Audit Committee and External Audit sign off.</li> </ul>
7	Further develop a good compliance, governance and risk culture across procurement activities in Council via training our people.		Financial Services	Q1-Q4	<ul style="list-style-type: none"> <li>Procurement training package rolled out across Council.</li> </ul>

## Engineering Services

No	Objective	Corp. Plan	Function	Timeline	Delivery/Target
8	Streetlight defect audit completed, and fee proposal obtained from Ergon to undertake rectification works.		Engineering	Q1-Q4	<ul style="list-style-type: none"> <li>Undertake rectification works to extent possible – subject to 22/23 budget adoption</li> <li>Obtain external funding to undertake additional rectification works</li> </ul>
9	Coastal inundation mitigation: <ul style="list-style-type: none"> <li>Coastal Hazard Adaptation Strategy (CHAS).</li> <li>Department of Seniors, Disability Services and Aboriginal and Torres Strait Islander Partnerships Master planning.</li> <li>Seawalls Program works for Boigu, Poruma, Iama, Warraber &amp; Masig Communities.</li> </ul>		Engineering	Q1-Q4	<ul style="list-style-type: none"> <li>CHAS - 100% completed</li> <li>Poruma completed. Works commence on Masig, Warraber &amp; Iama in line funding agreement (PIP)</li> <li>Inclusion of CHAS coastal mapping to the Master Planning and/or Planning Scheme revisions.</li> </ul>
10	Access projects delivery: <ul style="list-style-type: none"> <li>Dauan reservoir access road upgrade.</li> <li>Badu wells access road culvert reconstruction.</li> <li>Various Island road restoration works eligible for funding under QRA - DFRA program.</li> <li>Marine Infrastructure Initiatives Project (make safe works from the Marine Audit Report funded by TSRA).</li> <li>Ugar marine all tides access/dredging study, design and tender documentation</li> <li>Erub Airstrip Fencing Works.</li> <li>Iama, Boigu, Masig, Mabuig &amp; Mer Aerodrome Mangrove clearing.</li> <li>Dauan Helipad Road Construction..</li> </ul>		Engineering	Q1-Q4	<ul style="list-style-type: none"> <li>ALL construction works completed prior to EOFY.</li> <li>Ugar marine All Tides access and other marine reports completed prior to EOFY.</li> <li>Dauan Helipad Road subject to additional funding confirmation.</li> </ul>

No	Objective	Corp. Plan	Function	Timeline	Delivery/Target
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## Engineering Services

11	<p>Waste Management:</p> <ul style="list-style-type: none"> <li>• Metal Waste Legacy Stockpile Clean-up project.</li> <li>• Warraber Resource Recovery Station.</li> </ul>		Engineering	Q1-Q4	<ul style="list-style-type: none"> <li>• Clean-up Project Completed by 31/12/2022</li> <li>• Recovery Station by 30/6/23 (subject to funding outcome)</li> </ul>
12	<p>Water Services:</p> <ul style="list-style-type: none"> <li>• Indigenous Councils Critical Infrastructure Program – remaining water projects.</li> <li>• Iama Water Storage Options Study.</li> </ul>		Engineering	Q1-Q3	<ul style="list-style-type: none"> <li>• All ICCIP Projects completed by 31/12/2022.</li> <li>• Iama Study complete by 31/3/22.</li> </ul>
13	<p>Fleet Management:</p> <ul style="list-style-type: none"> <li>• Capital Maintenance Program</li> <li>• Maintenance Program</li> </ul>		Engineering	Q1-Q4	<ul style="list-style-type: none"> <li>• Complete upgrades in accordance with approved budget and approved Asset Management Plan</li> <li>• Finalise review and implementation of internal cost allocation</li> <li>• Review and implement revised operating model</li> <li>• Complete tender and implement long term contract for maintenance services</li> </ul>
14	<p>Fuel Management:</p> <ul style="list-style-type: none"> <li>• Operations Improvements</li> <li>• Operating Model Review</li> </ul>		Engineering	Q1-Q4	<ul style="list-style-type: none"> <li>• Complete the ongoing remediation of the bulk fuel facilities</li> <li>• Complete assessment of the upgrade program</li> <li>• Complete tender and implement long term preventative maintenance program</li> <li>• Finalise review and implementation of the revised operating model</li> </ul>
15	<p>Disaster Management:</p> <ul style="list-style-type: none"> <li>• Separation of Torres Strait Local Disaster Management Group (TSLDMG)</li> <li>• Annual.</li> <li>• Annual update of Community Disaster Management Plans.</li> <li>• Set up and coordination of Local Disaster Management Group (LDMG).</li> </ul>		Engineering	Q1-Q4	<ul style="list-style-type: none"> <li>• Separation of TS LDMG completed by EOFY and standalone TSIRC LDMG established</li> <li>• ALL disaster management plans reviewed and updated.</li> </ul>

## Building Services

No	Objective	Corp. Plan	Function	Timeline	Delivery/Target
15	Timely and effective delivery of Housing Upgrade and Maintenance Programs meeting agreed Key Performance Indicators.		Building Services	Q1-Q4	<ul style="list-style-type: none"> <li>• Successful completion of prior years works</li> <li>• Delivery of program for current year 2022/2023</li> </ul>
16	Delivery of projects relating to W4Q and other programs engaged by and on behalf of Council's functional departments		Building Services	Q1-Q4	<ul style="list-style-type: none"> <li>• Successful delivery of program for current year 2022/2023</li> </ul>

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## Community Services

No	Objective	Corp. Plan	Function	Timeline	Delivery/Target
17	<p>Tenancy management program:</p> <ul style="list-style-type: none"> <li>Investigate and appropriately address long term vacant properties Communities.</li> <li>Provide awareness of general tenancy agreement for clients to strengthen relationships between TSIRC and communities.</li> </ul>		Housing	Q1-Q4	<ul style="list-style-type: none"> <li>Increased client awareness and relationships strengthened</li> </ul>
18	<ul style="list-style-type: none"> <li>Development and implementation of plan for Community focus group.</li> <li>Collaborate and active participation in Healthy Housing Working Group</li> </ul>		Housing	Q1-Q4	<ul style="list-style-type: none"> <li>Plan implemented</li> </ul>
19	<ul style="list-style-type: none"> <li>Secure recurrent funding for employment of HLOs and continued delivery of Health and wellbeing program</li> <li>Develop and implement an enhanced reporting regime.</li> </ul>		Health and Wellbeing	Q1-Q4	<ul style="list-style-type: none"> <li>Funding secured and reporting regime implemented</li> </ul>
20	<p>IKC Strategy - development and implementation of strategy 2022-2023 to deliver programs in accordance with funding objectives that is culturally respectful to our communities</p>		Health and Wellbeing	Q1-Q4	<ul style="list-style-type: none"> <li>Strategy developed and implemented</li> </ul>

No	Objective	Corp. Plan	Function	Timeline	Delivery/Target
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## Community Services

21	Implement findings of Internal Audit in Aged Care services to meet regulatory compliance. Adherence to Funding objectives and conditions		Aged Care	Q1-Q4	<ul style="list-style-type: none"> <li>Regulatory compliance met</li> </ul>
22	Implement findings of Internal Audit in Childcare centres to meet regulatory compliance. Adherence to funding objective sand conditions.		Child Care	Q1-Q4	<ul style="list-style-type: none"> <li>Regulatory compliance met</li> </ul>
23	Active involvement with Biosecurity program   Waste Management Strategy   Healthy Housing Working Group to represent and advocate environment and health matters of our Region.		Environmental Health	Q1-Q4	<ul style="list-style-type: none"> <li>Active involvement and progress secured</li> </ul>
24	In accordance with Service Agreement, enhance delivery of Animal Management Program through consultation with communities and appropriate stakeholder groups to raise awareness and meet compliance.		Environmental Health	Q1-Q4	<ul style="list-style-type: none"> <li>Animal Management Program delivered and meeting compliance</li> </ul>
25	<ul style="list-style-type: none"> <li>Divisional Managers workshop</li> <li>Undertake review of service delivery gaps and cost analysis of existing non-core council services including opportunity to increase revenue</li> </ul>		Divisional Admin	Q1-Q4	<ul style="list-style-type: none"> <li>Review and analyses undertaken, and workshop delivered</li> </ul>
26	<ul style="list-style-type: none"> <li>Enhance Visitor portal dashboard to include reporting capabilities</li> <li>Investigate potential to digitise border permit system</li> </ul>		Visitor Management	Q1-Q4	<ul style="list-style-type: none"> <li>Reporting capability delivered</li> </ul>
27	Work collaboratively with internal/external stakeholders to increase Council's presence at events at Community and Regional level (Events Coordinator)		Visitor Management	Q1-Q4	<ul style="list-style-type: none"> <li>Increased Council presence at events</li> </ul>

## Corporate Affairs

No	Objective	Corp. Plan	Function	Timeline	Delivery/Target
28	Further develop Council's community information & engagement channels		Enterprise Development & Delivery	Q1-Q4	<ul style="list-style-type: none"> <li>Obtain project funding &amp; commence digital noticeboard project</li> </ul>
29	Delivery of Council's Enterprise Development Strategy, identifying key sector opportunities.		Enterprise Development & Delivery	Q1-Q2	<ul style="list-style-type: none"> <li>Successful delivery of strategy</li> </ul>
30	Community Access Business Case - Saibai, Dauan, Ugar		Enterprise Development & Delivery	Q1-Q2	<ul style="list-style-type: none"> <li>Successful delivery of Business Case</li> </ul>
31	Conduct Community Consultation with focus groups to enable development of Corporate Plan		Governance	Q3-Q4	<ul style="list-style-type: none"> <li>Successful completion of community consultation for new Corporate Plan</li> </ul>
32	Further develop employee engagement channels.		Governance	Q1-Q4	<ul style="list-style-type: none"> <li>Successful delivery of Council's employee intranet phase 2 and 3</li> </ul>

## Corporate Affairs

No	Objective	Corp. Plan	Function	Timeline	Delivery/Target
33	Scoping of formal name change/boundary change/regional governance proposal and delivery of implementation road map. (in conjunction with Legal Services)		Governance & Legal	Q1-Q4	<ul style="list-style-type: none"> <li>• Risk analysis undertaken</li> <li>• Cost analysis undertaken</li> <li>• Data collected and analysed</li> <li>• Implementation road map developed</li> </ul>
34	Further develop a good governance culture across Council.		Governance	Q1-Q4	<ul style="list-style-type: none"> <li>• Delivery of Corporate Governance Framework incl Governance awareness programs.</li> <li>• Website design and implementation successfully delivered.</li> <li>• Corporate Identity further developed and implemented</li> </ul>
35	Climate Risk Management Strategy		Risk	Q1-Q4	<ul style="list-style-type: none"> <li>• Integration of Climate Change Risk into Planning and Reporting</li> </ul>
36	Further develop a good risk culture across Council.		Risk	Q1-Q4	<ul style="list-style-type: none"> <li>• Events Risk Management Framework</li> <li>• Risk Management Training</li> <li>• Implement Fraud and Corruption Control Plan</li> </ul>
37	Further develop a good risk culture across Council.		Risk	Q1-Q4	<ul style="list-style-type: none"> <li>• Business Continuity Planning - Test and Train</li> </ul>

## Corporate Services

No	Objective	Corp. Plan	Function	Timeline	Delivery/Target
38	Cultural Protocol for Communities		Legal Services	Q1-Q4	<ul style="list-style-type: none"> <li>Full implementation of protocol</li> </ul>
39	Saibai land transfer & Ugar Land Transfer: To facilitate the progression of transfer of Deeds of Grant in Trust from Council to community-based entity that has been fully endorsed by the community to be the trustee.		Legal Services	Q1-Q4	<ul style="list-style-type: none"> <li>Successful transfer of DOGITs</li> </ul>
40	Landing Holding Act (LHA) Katter Lease Resolution (OP).		Legal Services	Q1-Q4	<ul style="list-style-type: none"> <li>Successful resolution of all outstanding LHA entitlements</li> </ul>
41	Finalise and executive Regional ILUA for Mer and Poruma		People & Wellbeing	Q1-Q2	<ul style="list-style-type: none"> <li>Successful registration of Regional ILUA for Mer and Poruma</li> </ul>
42	Create working group to develop collateral in collaboration with Torres Strait Regional Authority, Department of Seniors, Disability Services and Aboriginal and Torres Strait Islander Partnerships and NAB - for home ownership options.		People & Wellbeing	Q1-Q4	<ul style="list-style-type: none"> <li>Working group established</li> </ul>
43	Assist in the effective management of DOGIT Land as a Trustee		People & Wellbeing	Q1-Q4	<ul style="list-style-type: none"> <li>DOGIT leases being granted according to legal requirements</li> </ul>
44	Evolve Council's Enterprise Divestment Strategy (aligned to Enterprise Development Strategy)		People & Wellbeing	Q1-Q4	<ul style="list-style-type: none"> <li>Businesses divested from Council to community organisations</li> </ul>

## Corporate Services

No	Objective	Corp. Plan	Function	Timeline	Delivery/Target
45	Refresh Council's Transitional Action Plan (TAP).		People & Wellbeing	Q1-Q4	<ul style="list-style-type: none"> <li>TAP refreshed, new approach and model agreed upon</li> </ul>
46	Continue working and developing HSRs to promote good health & safety practices across the organisation. Hold 1 year anniversary workshop to update and review impact of HSRs		People & Wellbeing	Q1-Q4	<ul style="list-style-type: none"> <li>HSRs competent in execution of HSR duties</li> </ul>
47	Review Recruitment Procedure; Conduct workshops in region to raise awareness of recruitment processes and other People and Wellbeing operations. (suspended during Q3/4 of 2021/22 due to COVID)		People & Wellbeing	Q1-Q4	<ul style="list-style-type: none"> <li>Review of procedure complete and implemented. Workshops conducted on majority of Divisions and Cairns office</li> </ul>
48	Review and evaluate learning & development strategy.		People & Wellbeing	Q1-Q4	<ul style="list-style-type: none"> <li>Review complete</li> </ul>

## Corporate Services

No	Objective	Corp. Plan	Function	Timeline	Delivery/Target
49	Work with NBN Co. to provide community WiFi to all divisions. To date, NBN Co. have offered free installations and service (for an undermined time) for Hammond, Masig, Erub and Kubin (these sites were chosen randomly by NBN Co.) Will continue to work with NBN Co. to push for the remaining communities to also receive the free installation and service		Information Technology Services	Q1-Q4	<ul style="list-style-type: none"> <li>Completion of community WiFi made available to all divisions by end of FY 2025</li> </ul>
50	Further develop Whispir to provide emergency information / notifications to community members. Investigating cost of licensing required to cater for the number of contacts entered into the contact list.		Information Technology Services	Q1-Q4	<ul style="list-style-type: none"> <li>Whispir further developed and implemented</li> </ul>
50	Implement satellite network connectivity with 4G failover to all divisions providing a more robust and faster connectivity solution to divisional offices with increased network security via enhanced firewall services and mobile device management		Information Technology Services	Q1-Q4	<ul style="list-style-type: none"> <li>Robust and faster connectively solution implemented</li> </ul>



# TORRES STRAIT ISLAND REGIONAL COUNCIL

## AGENDA REPORT

<b>MEETING:</b>	July 2022
<b>DATE:</b>	19–20 July 2022
<b>ITEM:</b>	Agenda Item for Resolution
<b>SUBJECT:</b>	Delegations Update: RTRA, WSSR, PHIC
<b>AUTHOR:</b>	Julia Maurus, Senior Legal Officer

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### Recommendation:

That under section 257 of the *Local Government Act 2009*, Council delegate to the Chief Executive Officer the exercise of powers under the *Residential Tenancies and Rooming Accommodation Act 2008* ("RTRA"), the *Water Supply (Safety and Reliability) Act 2008* ("WSSR"), and the *Public Health (Infection Control for Personal Appearance Services) Act 2003* (Qld) ("PHIC") and these powers must be exercised subject to Ailan Kastom and any limitations contained in Schedule 2 of the attached Instruments of Delegation.

<b>Statutory Instrument:</b>	<b>The powers delegated are contained in Schedule 1 of the Instrument of Delegation attached to this report as:</b>
Residential Tenancies and Rooming Accommodation Act 2008 ("RTRA")	Attachment 1
Water Supply (Safety and Reliability) Act 2008 ("WSSR")	Attachment 2
Public Health (Infection Control for Personal Appearance Services) Act 2003 (Qld) ("PHIC")	Attachment 3

### Executive Summary:

This report presents statutory powers for endorsement of updated Council delegations to the CEO. Council previously directed Legal Services to put proposed delegations update through the Governance and Leadership Standing Committee prior to tabling them with Council, whilst ensuring statutory compliance. The Committee endorsed these updates at its meeting on 13 June 2022.

### Background:

#### Delegation of statutory power from Council to CEO

1. The powers of Local Government are exercised through its officers, with the principal officer being the Chief Executive Officer. Instruments of Delegation allow certain Local Government powers to be exercised by appropriately qualified local government employees to ensure operational efficiency.
2. Council may only exercise those powers delegated to it by State legislation. The Chief Executive Officer may only exercise those powers given to him directly or delegated to him by

Council. Local Government employees may only exercise those powers delegated to them by the Chief Executive Officer.

3. An update of Instruments of Delegations must occur regularly (at least annually) to ensure exercise of powers according to law.
4. As part of its retainer arrangement with MacDonnells Law, TSIRC subscribes to a monthly delegations update service provided by MacDonnells Law. This service allows new and amended statutory powers to be presented to Council on a monthly basis for adoption, to ensure that TSIRC's delegations instruments are always up-to-date.
5. Following Council resolution at the February 2021 Ordinary Meeting, all local government delegations and trustee delegations were brought up-to-date to meet legislative changes as advised through the MacDonnells Law subscription service.
6. The individual instruments of delegation have been updated to reflect Council resolutions to date and have been uploaded to Council's intranet for staff reference.

### **Status of sub-delegations (CEO to employee or contractor) and appointment of authorised persons**

7. An Instrument of Delegations from CEO to COO was approved by CEO on 21 November 2018 because a review was required following Council's corporate restructure.
8. The current Instrument of Delegations of CEO 2018 was approved by the CEO on 22 August 2019 and includes powers sub-delegated to appropriately qualified local government employees.
9. The sub-delegations register requires updating, both to reflect legislative changes and to reflect changes to Council's corporate structure. Council adoption is not required for sub-delegations.
10. Manager Legal Services has reviewed the statutory delegation instruments with the A/ED Corporate Services against the new (FY21/22) corporate structure and it is proposed that the CEO subdelegate as follows:
  - a. Subdelegate to the ED Engineering matters relating to plumbing and drainage, water supply and regulation, transport, road use management and heavy vehicles.
  - b. Subdelegate to the ED Corporate matters relating to planning, public records, Queensland Heritage, complaints (except CCC matters), Right to Information and Information Privacy.
  - c. Subdelegate to the ED Engineer AND/OR ED Community & Building matters relating to coastal protection and management, environmental protection, waste reduction and recycling.
  - d. Subdelegate to the ED Community & Building matters relating to housing regulation, residential tenancies, building industry, animal care and protection, biosecurity, food safety, public health, state penalties enforcement registry, liquor and tobacco and other smoking products.
  - e. Do not subdelegate matters relating to cultural heritage, acquisition of land, mineral resources, land interests and land titles, disaster management, fire and emergency services, industrial relations, work health and safety, CCC complaints and public interest disclosures (whistle-blowing).
  - f. For the statutory powers under the *Local Government Act* and *Local Government Regulation*:
    - i. complaints management: subdelegate to ED Corporate (except CCC matters, which will not be subdelegated)
    - ii. roads and infrastructure, drainage: subdelegate to ED Engineering
    - iii. rates and charges, financial accounting, community grants, lost and stolen property procedure: subdelegate to ED Finance

- iv. land record: subdelegate to ED Finance (because Assets manages the land record and Assets team falls in Finance)
  - v. employee matters: subdelegate to ED Corporate
  - vi. enforcement, local laws and investigations: ED Community & Building
  - vii. legal representation: subdelegate to ED Corporate, Manager Legal Services, Senior Legal Officer, and (for Housing matters) ED Community & Building and Manager Housing
  - viii. tenders and contracting procedures: subdelegate to ED Finance
  - ix. signing a document on Council's behalf: subdelegate to all EDs, plus functional managers within their delegated areas of responsibility and financial delegations
11. Updated sub-delegations instruments are currently being prepared for review by the A/CEO.
  12. Authorised Persons have been appointed under the *Local Government Act 2009* following training undertaken in 2020 and 2021.

**Comment:**

13. The statutory instruments attached as Attachments 1 – 3 are statutory delegations requiring Council review, and have been drafted from the MacDonnells Law documents so that each statutory instrument is a separate document. This covers 3 different statutory instruments.
14. The *Residential Tenancies and Rooming Accommodation Act 2008* (Qld) ("RTRA") was amended by the *Housing Legislation Amendment Bill 2021*. The changes were made on 20 October 2021. A number of amendments commenced on assent with remainder to commence on a date to be proclaimed. The *Housing Legislation Amendment Act 2021* has affixed 1 October 2022 as the date for those provisions to commence.
15. MacDonnells Law has advised that the *Housing Legislation Amendment Bill 2021* generally preserves the matters prescribed through the *Residential Tenancies and Rooming Accommodation Act 2008* (Qld) ("RTRA") with some minor changes including the following:
  - a. Support tenants and residents to enforce their existing rights by removing the ability for lessors and providers to end tenancies without grounds;
  - b. Provide an expanded suite of additional approved reasons for lessors/providers and tenants/residents to end a tenancy;
  - c. Ensure all Queensland rental properties are safe, secure, and functional by prescribing minimum housing standards and introducing compliance mechanisms to strengthen the ability to enforce these standards;
  - d. Strengthen rental law protections for people experiencing domestic and family violence; and
  - e. Support parties to residential leases reach agreement about renting with pets.
16. Council previously delegated all powers under the RTRA to the CEO on 23 February 2021.
17. The proposed updated Instrument of Delegation for the RTRA is included as **Attachment 1**.
18. The *Water Supply (Safety and Reliability) Act 2008* (Qld) ("WSSR") was amended by the *Resources and Other Legislation Amendment Act 2021*. The changes were made on 20 October 2021.
19. MacDonnells Law has advised that the *Resources and Other Legislation Amendment Act 2021* removes the current requirement for water service providers to make publicly available highly sensitive cyber security information and reporting metrics.
20. This law reform requires a new Instrument of Delegations.
21. Council previously delegated all powers under the WSSR to the CEO on 23 February 2021.

22. The proposed updated Instrument of Delegation for the WSSR is included as **Attachment 2**.
23. The *Public Health (Infection Control for Personal Appearance Services) Act 2003* (Qld) (“PHIC”) has been amended by the *Health and Other Legislation Amendment Bill 2021*. The changes were made to improve the operation of the Act in relation to the restoration and renewal of business licences. These changes are to commence on proclamation.
24. Council previously delegated all powers under the PHIC to the CEO on 18 March 2021.
25. The proposed updated Instrument of Delegation for the PHIC is included as **Attachment 3**.
26. The proposed delegations have been reviewed by Senior Legal Officer as per the usual practice:
  - a. Powers that Council previously declined to delegate have not been recommended for delegation.
  - b. Powers that MacDonnells Law recommends not be delegated have not been recommended for delegation.
  - c. Powers not recommended for delegation are marked “N/A” in the delegations document.
  - d. All conditions included in previous delegations have been carried over.
  - e. Conditions imposed on all delegations have been updated to state that whilst exercising a power, the delegate must (not “may”) take into account Ailan Kastom. Ailan Kastom is defined in section 6 of the *Torres Strait Islander Land Act 1991* (Qld). Section 9(3) of the *Local Government Act 2009* states “may take into account” and therefore makes this discretionary; however, Council instructed that the delegate must take Ailan Kastom into account.
27. For continued operational efficiency and statutory compliance in all Departments, the delegations update should be submitted to Council for adoption.
28. The new Instruments of Delegations are recommended for Council endorsement.
29. There are no trustee powers in the proposed Instruments of Delegations.

## **Considerations**

### Risk Management

MacDonnells Law has identified a significant risk of non-compliance if Council's delegations are not updated. This is because without up-to-date delegations, the CEO and Council staff are more likely to make decisions without the necessary delegated authority; those decisions are invalid and could be challenged.

For continued operational efficiency and statutory compliance in all Departments, the delegations update should be submitted to Council for adoption.

### Council Finance

No finance implications.

## **Consultation:**

- MacDonnells Law
- Governance and Leadership Standing Committee (13 June 2022)
- Audit Committee

## Links to Strategic Plans:

TSIRC Corporate Plan 2020–2025

Delivery Pillar: People

Outcome 4: We are a transparent, open and engaging council.

Delivery Pillar: Sustainability

Outcome 8: We manage council affairs responsibly for the benefit of our communities

## Statutory Requirements:

*Local Government Act 2009*

*Local Government Regulation 2012*

*Environmental Protection Regulation 2019*

*Torres Strait Islander Land Act 1991*

## Meaning of “Ailan Kastom”/Island custom

Ailan Kastom is defined in the *Torres Strait Islander Land Act*, section 6, which is pasted below.

# Torres Strait Islander Land Act 1991

## Section 6

### Meaning of Island custom

Island custom, known in the Torres Strait as Ailan Kastom, is the body of customs, traditions, observances and beliefs of Torres Strait Islanders generally or of a particular group of Torres Strait Islanders, and includes any such customs, traditions, observances and beliefs relating to particular persons, areas, objects or relationships.

The Audit Committee raised a query: *What is the effect of Ailan Kastom on delegations?*

Manager Legal Services advised as follows:

Each delegate is required to take into account Ailan Kastom when exercising statutory powers. Many delegates have a limited understanding of traditional island law and custom (sometimes limited to the cultural awareness training that is delivered as part of employee induction). In practice, I think the requirement is for delegates to be aware of the cultural context of their decision-making and to seek guidance when the proposed exercise of statutory power may relate to Ailan Kastom. For example, Council specifically queried delegations relating to controlling beach access. If the delegate proposed to close access to a beach (or for that matter take any action relating to control over land), taking into account Ailan Kastom would mean that the delegate would need to communicate (at minimum, in an emergency situation) or consult with the Councillor to ensure that the proposed exercise of statutory power takes into account Ailan Kastom.

## Conclusion:

That under section 257 of the *Local Government Act 2009*, Council delegate to the Chief Executive Officer the exercise of powers under the *Residential Tenancies and Rooming Accommodation Act 2008* ("RTRA"), the *Water Supply (Safety and Reliability) Act 2008* ("WSSR"), and the *Public Health (Infection Control for Personal Appearance Services) Act 2003* (Qld) ("PHIC"), and these powers must be exercised subject to Ailan Kastom and any limitations contained in Schedule 2 of the attached corresponding Instrument of Delegation.



### Recommended:

Peter Krebs

A/Executive Director, Corporate Services



### Endorsed:

James William

Chief Executive Officer

# **INSTRUMENT OF DELEGATION**

## **Torres Strait Island Regional Council** ***Residential Tenancies and Rooming Accommodation Act 2008 ("RTRA")***

Under section 257 of the *Local Government Act 2009*, Torres Strait Island Regional Council resolves to delegate the exercise of the powers contained in Schedule 1 to the Chief Executive Officer.

These powers must be exercised subject to the limitations contained in Schedule 2.

All prior resolutions delegating the same powers to the Chief Executive Officer are repealed.

**Residential Tenancies and Rooming Accommodation Act 2008 ("RTRA")****CHAPTER 2 – RESIDENTIAL TENANCY AGREEMENTS AND ROOMING ACCOMMODATION AGREEMENTS****Part 1 – Agreements****Division 1 – Residential tenancy agreements****Subdivision 1 – General principles**

Entity power given to	Section of RTRA	Description
Lessor <sup>1</sup>	62(1)	Power to give a document prepared for section 61 to the tenant for signing on or before the day the tenant occupies the premises under the agreement.
Lessor	62(3)	Power to sign the document referred to in section 61 and return a copy signed by both parties to the tenant.
Lessor	64(3)	Power to form the reasonable belief that a tenant has contravened section 62(2) and, in that case, to apply to a tribunal for an order requiring the tenant to sign the relevant document and return it by a stated day.

**Subdivision 2 – Associated documents**

Entity power given to	Section of RTRA	Description
Lessor	65(2)	Power to prepare in the approved form, sign and give a copy to the tenant a condition report on or before the day the tenant occupies the premises under the residential tenancy agreement. <sup>2</sup>
Lessor / Agent	66(2)(a)	Power to sign the copy of the condition report at the end of tenancy.
Lessor / Agent	66(3)(b)	Power to, if the lessor or agent does agree with the report, show the parts of the report the lessor or agent disagrees with by marking the copy in an appropriate way.
Lessor / Agent	66(3)(c)	Power to, if the tenant has given a forwarding address to the lessor or agent, make a copy of the report and return it to the tenant at the address.
Lessor	67(1)	Power to give an information statement in the approved form to the tenant.
Lessor	68(2)	Power to give a copy of park rules to the tenant and, if a park rule is changed, a copy of the rule as changed.
Lessor	69	In the specified circumstances, power to give the tenant a copy of relevant by-laws when giving the written agreement to the tenant for signing.

<sup>1</sup> A lessor is the person who gives the right to occupy residential premises under a residential tenancy agreement: section 8(1) of the *Residential Tenancies and Rooming Accommodation Act 2008*.

<sup>2</sup> Note: This amendment commences on 1 October 2022.

## Division 2 – Rooming accommodation agreements

### Subdivision 1 – General provisions

Entity power given to	Section of RTRA	Description
Provider <sup>3</sup>	77(4)(h)	Power to sign a rooming accommodation agreement.
Provider	78(1)	Power to give a document prepared for section 77 to the resident on or before the day the resident occupies the room in rental premises under the agreement.
Provider	78(2)	Power to, within 3 days after receiving the document signed by the resident, sign the document and return a copy signed by both parties to the resident.

### Subdivision 2 – Associated documents

Entity power given to	Section of RTRA	Description
Provider <sup>4</sup>	81(1)(b)	Power to prepare in the approved form, sign and give a copy to the resident a condition report on or before the day the resident occupies a room in the rental premises under the rooming accommodation agreement. <sup>5</sup>

## Part 2 – Rent

### Division 1 – Residential tenancy agreements

Entity power given to	Section of RTRA	Description
Lessor	88(3)	Power to sign a receipt for payment.
Lessor	88(5)	Power to make a written record of payment and to give a copy of the record to the tenant.
Lessor	91(2)	Power to give a written notice of proposal to increase rent to the tenant, in the specified way.
Lessor	97(3)	In the specified circumstances, the power to apply to a tribunal to make an order about the payment of an amount by or to a tenant.

### Division 2 – Rooming accommodation agreements

Entity power given to	Section of RTRA	Description
Provider	98(3)(a)	Power to give a written notice to the resident about the approved way to pay rent.
Provider	98(3)(b)	Power to agree, in writing, with the resident to payments of rent being made in the way stated.
Provider	99(2)(a)	Power to: (a) give a written notice to the resident that gives the resident a choice of at least two other approved ways for payment of rent under section 98(4)(a) to (f); and (b) advises the resident of the costs associated with the approved way offered in the specified circumstances.

<sup>3</sup> A provider is a provider under a rooming accommodation agreement.

<sup>4</sup> A provider is a provider under a rooming accommodation agreement.

<sup>5</sup> Note: This amendment commences on 1 October 2022.

Provider	102(3)	Power to sign a receipt of payment.
Provider	105(2) <sup>6</sup>	Power to give a resident a written notice stating the amount of increased rent and the day by which the rent is payable.
Provider	106(2)	Power to agree with the resident, the rent payable under the agreement decreases by the amount and from the time agreed.
Provider	106(3)	Power to, if agreement with the tenant can't be reached, apply to a tribunal for an order decreasing the rent, by a stated amount from a stated time.
Provider	107(2)	Power to agree with the resident to a reduction in rent for the period of the absence.
Provider	109(3)	Power to apply to a tribunal to make an order about the payment of an amount by or to the resident.

### Part 3 – Rental bonds

#### Division 2 – Payments to authority

Entity power given to	Section of RTRA	Description
Person	116(1)(a)	Power to pay the rental bond to the authority.
Person	116(1)(b)	Power to give the authority a notice, in an approved form, about a rental bond.
Lessor	117(2)(a)	In the specified circumstances, the power to pay the instalment to authority.
Lessor	117(2)(b)	In the specified circumstances, the power to give the authority a notice, in the approved form, about the instalments.
Lessor	117(3)(a)	In the specified circumstances, the power to pay the instalments received by the lessor or agent to the authority.
Lessor	117(3)(b)	In the specified circumstances, the power to give the authority a notice, in the approved form, about instalments.
Provider	118(2)(a)	In the specified circumstances, the power to pay the instalments to the authority.
Provider	118(2)(b)	In the specified circumstances, the power to give the authority a notice, in the approved form, about instalments.
Provider	118(3)(a)	In the specified circumstances, the power to pay to the authority the instalments received by the provider or agent.
Provider	118(3)(b)	In the specified circumstances, the power to give the authority a notice, in the approved form, about instalments.
Provider	118(4)(a)(i)	In the specified circumstances, the power to pay to the authority the instalments received by the provider or agent.
Provider	118(4)(a)(ii)	In the specified circumstances, the power to give the authority a notice, in the approved form, about instalments.
Provider	118(4)(b)(i)	In the specified circumstances, the power to pay the instalment to the authority within 10 days after receiving it.
Provider	118(4)(b)(ii)	In the specified circumstances, the power to give the authority a notice, in the approved form, about instalments.

<sup>6</sup> Note: This amendment commences on 1 October 2022.

### Division 3 – Payments by authority

#### *Subdivision 4 – General process for payment of rental bond if interested persons for the payment*

Entity power given to	Section of RTRA	Description
Interested Person	136A(2)	In the specified circumstances, power to make a dispute resolution request to the authority about the payment.
Interested Person	136B(2)	Power to apply to the tribunal for an order about the payment of a rental bond.
Interested Person	136C(2)	In the specified circumstances, power to make a written request to the authority for an extension of the claim period of up to 3 days.

### Division 4 – Enforcement provisions

Entity power given to	Section of RTRA	Description
Person	145(1)	Power to give a receipt for a rental bond.
Person	145(2)(b)	Power to sign a receipt for a rental bond.

### Division 6 – Miscellaneous

Entity power given to	Section of RTRA	Description
Lessor / Provider	154(b)	Power to give a written notice to the tenant or resident to increase a rental bond. <sup>7</sup>
Lessor / Provider <sup>8</sup>	155(3)	In the specified circumstances, the power to apply to a tribunal to make an order declaring an amount is or is not a rental bond.

## Part 4 – Key and holding deposits for residential tenancies

### Division 2 – Holding deposits

Entity power given to	Section of RTRA	Description
Person	160(1)	Power to give a receipt for a holding deposit.

## Part 5 – Outgoings of lessor or provider

### Division 1 – Residential tenancy agreements

#### *Subdivision 2 – Service charges*

Entity power given to	Section of RTRA	Description
Lessor	168(3)(a)	Power to agree with the tenant on an amount as reflecting the amount of rent attributable to the service or facility.
Lessor	168(4)	Power to give the tenant a written statement showing each service or facility for which an amount of rent is attributable and the amount attributed.

<sup>7</sup> Note: This amendment commences on 1 October 2022.

<sup>8</sup> Note: This amendment commences on 1 October 2022.

## CHAPTER 3 – RIGHTS AND OBLIGATIONS OF PARTIES FOR RESIDENTIAL TENANCIES

### Part 1A<sup>9</sup> – Pets

#### Division 2 – Keeping pets and other animals at premises

Entity power given to	Section of RTRA	Description
Lessor	184B(1)	Power to approve the keeping of a pet or other animal at the premises.

### Part 3 – Lessors' right of entry

Entity power given to	Section of RTRA	Description
Lessor	192(1)	In the specified circumstances, the power to enter the premises.
Lessor	193(1)(a)	In the specified circumstances, the power to give a notice of proposed entry to the tenant.
Lessor	195(1)(b)	Power to make an agreement with the tenant that the lessor may enter premises on a Sunday or public holiday or on another day after 6.00 pm or before 8.00 am.
Lessor	195(5)	Power to agree a time for entry of premises under section 192(1)(j) with the tenant.
Lessor	197(1)(a)	In the specified circumstances, the power to give a notice to leave the premises to the tenant.
Lessor	198(1)(a)	In the specified circumstances, power to give a tenant a notice of the lessors' intention to sell the premises.
Lessor	203	Power to obtain the tenants written consent to use a photo or other image of something belonging to the tenant in an advertisement for the premises.

### Part 5 – The dwelling

#### Division 2 – Locks and keys

Entity power given to	Section of RTRA	Description
Lessor	211(1)	In the specific circumstances, power to change the lock at the premises.
Lessor	211(1)(c)	Power to form a belief on reasonable grounds that it is necessary to change the lock at a premises because of an emergency.
Lessor	211(3)(c)	Power to enter into an agreement with the tenant under which the tenant or lessor agrees not to be given a key.

#### Division 3 – Damage and repairs

Entity power given to	Section of RTRA	Description
Lessor	216(1)(a)	Power to nominate a person to act for the lessor in arranging for emergency repairs, or emergency repairs of a particular type, to be made of the premises or inclusions.

<sup>9</sup> Note: This part commences on 1 October 2022.

Lessor	216(1)(b)	Power to nominate a person to make emergency repairs, or emergency repairs of a particular type, of the premises or inclusions.
Lessor	216(2)	Power to give a written notice to the tenant of a nominated repairer.
Lessor	220(2)	In the specified circumstances, the power to apply to a tribunal for an order about the reimbursement or payment for emergency repairs.
Lessor	221B(1)	Power to apply to the tribunal for an extension of time to comply with a repair order. <sup>10</sup>

## **Part 6 – Additional provisions for moveable dwelling premises**

### **Division 2 – Relocation**

<b>Entity power given to</b>	<b>Section of RTRA</b>	<b>Description</b>
Lessor	223	Power to give a notice to the tenant requiring the tenant to relocate to another site in the moveable dwelling park within a stated period.

### **Division 3 – Park rules**

<b>Entity power given to</b>	<b>Section of RTRA</b>	<b>Description</b>
Park Owner	229(1)(b)	In the specified circumstances, power to give a notice of proposal to each resident and any person who becomes a resident before the objection closing day of a proposed change of a park rule.
Park Owner	233(2)	Power to apply to a tribunal for an order declaring a proposal about a change of park rule to be reasonable or unreasonable.

## **Part 7 – Change of lessor or tenant**

### **Division 1 – Transfer or subletting by tenant**

<b>Entity power given to</b>	<b>Section of RTRA</b>	<b>Description</b>
Lessor	237(2)	Power to agree with the tenant, in writing, of the transfer or subletting of a tenant's interests under an agreement.
Lessor	238(2)(a)	Power to agree in writing to the transfer or subletting of a tenant's interests under an agreement.

### **Division 2 – Transfer by lessor**

<b>Entity power given to</b>	<b>Section of RTRA</b>	<b>Description</b>
Lessor	242(1)(a)	In the specified circumstances, the power to give a written notice of tenancy to a buyer.
Lessor	242(1)(b)	In the specified circumstances, the power to give a written notice of transfer to the tenant.

<sup>10</sup> Note: This section commences on 1 October 2022.

## CHAPTER 4 – RIGHTS AND OBLIGATIONS OF PARTIES FOR ROOMING ACCOMMODATION

### Part 1 – Rights and obligations generally

Entity power given to	Section of RTRA	Description
Provider	248(1)	In the specified circumstances, the power to give a written notice to the resident of address for service stating the specified information.
Provider	248(2)	In the specified circumstances, the power to give a written notice of change to the resident, within 14 days after the change.
Provider	255(1)	Power to give an agreement to the attaching of a fixture, or making of a structural change, in writing and stating the specified information.

### Part 2 – Entry to residents' rooms

Entity power given to	Section of RTRA	Description
Provider	257(1)	Power to agree with the resident for the provider to enter the resident's room for any reason.
Provider	259(2)	Power to give a written notice of proposed entry to a resident.
Provider	259(4)	Power to give a written notice of proposed entry to the agent to whom the resident normally pays rent.

### Part 3 – House rules

#### Division 2 – Rule changes

Entity power given to	Section of RTRA	Description
Provider	270(1)	In the specified circumstances, the power to give a written notice to each resident of rule change for rental premises, setting out the specified information.
Provider	271	In the specified circumstances, the power to give a written notice to a resident to whom a notice under section 270 have been given of a withdrawal of a proposed rule change.
Provider	272(4)(b)	Power to give a written notice to each resident if the provider receives objections to the proposed rule change, stating the specified information.
Provider	273(2)	Power to apply to a tribunal for an order declaring a proposed change to be reasonable.
Provider	273(7)	Power to give a written notice of the decision of the tribunal about a proposed rule change to each resident of the rental premises.
Provider	274(7)	Power to give a written notice of the decision of a tribunal to each resident of the rental premises about an existing rule.

## CHAPTER 5 – ENDING OF AGREEMENTS

### Part 1 – Ending of residential tenancy agreements

#### Division 1 – General

Entity power given to	Section of RTRA	Description
Lessor	277(a)	Power to agree, in a separate written agreement, to end the residential tenancy agreement with the tenant.

#### Division 2 – Action by lessor

##### *Subdivision 1 – Notices to remedy breach given by lessor*

Entity power given to	Section of RTRA	Description
Lessor	280(1)	Power to form a belief on reasonable grounds that: (a) the rent payable under an agreement has remained unpaid in breach of the agreement for at least 7 days; or (b) the tenant has breached another term of the agreement and the breach has not been remedied.
Lessor	280(2)	Power to give a notice to the tenant requiring the tenant remedy the breach within the allowed remedy period.

##### *Subdivision 2 – Notices to leave premises given by lessor*

Entity power given to	Section of RTRA	Description
Lessor	281(1)	Power to give a notice to leave the premises because the tenant has failed to comply with a notice to remedy breach, within the allowed remedy period.
Lessor	282(1)	Power to give a notice to leave the premises to the tenant because the tenant has failed to comply with an order of a tribunal.
Lessor	283(2)	Power to give a notice to leave to the tenant because the tenant has failed to comply within the required period, with a notice to relocate.
Lessor	284(1)	Power to give a notice to leave to the tenant because the premises have been destroyed or otherwise in the specified circumstances
Lessor	285(2)	Power to give a notice to leave to the tenant because the park has become an unfit place in which to live in a moveable dwelling.
Lessor	286(1)	Power to give a notice to a tenant to leave the premises because: (a) the lessor is preparing to sell the premises and the preparation requires the premises to be vacant; or (b) the lessor has entered into a contract to sell the premises with vacant possession. <sup>11</sup>
Lessor	287(2)	Power to give a notice to leave the premises to the tenant because the park premises is to change use other than as a moveable dwelling park, or otherwise the park is to be closed.

<sup>11</sup> Note: This section commences on 1 October 2022.

Lessor	288(1)	In the specified circumstances, the power to give a notice to a tenant if the tenant's employment ends or entitlement to occupy under employment ends.
Lessor	289(2)	Power to give a notice to leave to the premises if the tenant's entitlement to supported accommodation ends.
Lessor / Community Housing Provider	290A(1)	Power to give a notice to leave the premises to the tenant because of a serious breach or otherwise in the specified circumstances.
Lessor	290B(1)	Power to give a notice to leave the premises to the tenant if the premises are required for use under a program administered by the State under an Act. <sup>12</sup>
Lessor	290C(1)	Power to give a notice to leave the premises to the tenant if the lessor requires the premise to be vacant for a planned demolition or redevelopment. <sup>13</sup>
Lessor	290D(1)	Power to give a notice to leave the premises to the tenant if: <ul style="list-style-type: none"> <li>(a) the premises requires significant repairs or the lessor intends to carry out significant renovations to the premises; and</li> <li>(b) the repairs or renovations cannot be safely carried out while the tenant occupies the premise.<sup>14</sup></li> </ul>
Lessor	290E(1)	Power to give a notice to leave the premises to the tenant if: <ul style="list-style-type: none"> <li>(a) the lessor requires the premises for a use other than residential tenancy; or</li> <li>(b) the lessor will require the premises for the other use for a period of at least 6 months.<sup>15</sup></li> </ul>
Lessor	290F(2)	Power to give a notice to leave the premises to the tenant if the tenant stops being a student. <sup>16</sup>
Lessor	290(G)(1)	Power to give a notice to leave the premises to the tenant if the lessor, or the lessor's immediate family, needs to occupy the premises. <sup>17</sup>
Lessor	291(1)	Power to give a notice to leave the premises to the tenant if the residential tenancy agreement is a fixed term agreement and the notice relates to the end of the agreement. <sup>18</sup>

### ***Subdivision 3 – Applications for termination by lessor***

<b>Entity power given to</b>	<b>Section of RTRA</b>	<b>Description</b>
Lessor	294(1)	In the specified circumstances, the power to apply to a tribunal for a termination order.
Lessor	295(1)	Power to apply to a tribunal for a termination order because the lessor would suffer excessive hardship, if the agreement were not terminated.
Lessor (but does not include a Community Housing Provider)	296(1)	Power to apply to a tribunal for a termination order because the tenant has intentionally or recklessly caused serious damage to the premises or injury to a specified person.

<sup>12</sup> Note: This section commences on 1 October 2022.

<sup>13</sup> Note: This section commences on 1 October 2022.

<sup>14</sup> Note: This section commences on 1 October 2022.

<sup>15</sup> Note: This section commences on 1 October 2022.

<sup>16</sup> Note: This section commences on 1 October 2022.

<sup>17</sup> Note: This section commences on 1 October 2022.

<sup>18</sup> Note: This section commences on 1 October 2022.

Lessor / Community Housing Provider	296A(1)	Power to apply to a tribunal for termination for damage or injury in public or community housing in the specified circumstances.
Lessor (but does not include a Community Housing Provider)	297(1)	In the specified circumstances, the power to apply to a tribunal for a termination order for tenant's objectionable behaviour.
Lessor / Community Housing Provider	297A(1)	In the specified circumstances, the power to apply to a tribunal for a termination order for objectionable behaviour in public or community housing.
Lessor	297B(1)	Power to form a belief on reasonable grounds that the tenant, an occupant, a guest of the tenant or a personal allowed on the premise by the tenant has: <ul style="list-style-type: none"> <li>(a) used the premises or property adjoining or adjacent to the premises (including any property that is available for use by the tenant in common with others) for an illegal activity; or</li> <li>(b) intentionally or recklessly: <ul style="list-style-type: none"> <li>(i) destroyed or seriously damaged a part of the premises; or</li> <li>(ii) endangered another person in the premises or person occupying, or allowed on, premises nearby; or</li> <li>(iii) interfered significantly with the reasonable peace, comfort or privacy of another tenant or another tenant's appropriate use of the other tenant's property.<sup>19</sup></li> </ul> </li> </ul>
Lessor	297B(1)	In the specified circumstances, power to apply for a termination order.
Lessor	297B(3)	Power to form a belief on reasonable grounds that premises or property has been used for an illegal activity whether or not anyone has been convicted or found guilty of an offence in relation to the activity. <sup>20</sup>
Lessor	298(2)	Power to apply to a tribunal for a termination order because the lessor and tenant are incompatible in a way that makes it desirable in the interests of both parties for the agreement to end.
Lessor	299(2)	Power to apply to a tribunal for a termination order for repeated breaches by the tenant.
Lessor	300(1)(b)	Power to form a belief on reasonable grounds that a tenant is likely to cause further damage or injury for which a termination order may be sought.
Lessor	300(2)	Power to apply to a tribunal for an order to restrain a tenant from causing further damage or injury.

***Subdivision 2 – Notices of intention to leave premises given by tenant***

Entity power given to	Section of RTRA	Description
Lessor	308H(2)	In the specified circumstances, power to apply to the tribunal for an order settling aside the notice.

<sup>19</sup> Note: This section commences on 1 October 2022.

<sup>20</sup> Note: This section commences on 1 October 2022.

#### Division 4A – Death of sole tenant

Entity power given to	Section of RTRA	Description
Lessor	324A(1)(b)	Power to give the tenant's personal representative or relative written notice that the agreement ends because of the tenant's death.

#### Division 5 – Procedural requirements for action taken by lessor or tenant

Entity power given to	Section of RTRA	Description
Lessor	325(2)(a)	Power to sign a notice to remedy breach.
Lessor	326(1)(b)	Power to sign a notice to leave premises.
Lessor	333(1)	Power to withdraw a notice to leave for an unremedied breach, if the tenant remedies the breach.
Lessor	333(2)(b)	Power to give a written notice of withdrawal to the tenant.
Lessor	335(1)	In the specified circumstances, the power to make an application to the tribunal for a termination order.

#### Division 8 – Abandonment

Entity power given to	Section of RTRA	Description
Lessor	355(1)	Power to form a belief on reasonable grounds that a tenant has abandoned the premises and to give a notice to the tenant terminating the agreement.
Lessor	357(1)	Power to form a belief on reasonable grounds that the tenant has abandoned premises and to apply to a tribunal for an order under this section.
Lessor	359(1)	In the specified circumstances, the power to apply to a tribunal for an order for compensation.

#### Division 10 – Goods and documents left behind on premises

Entity power given to	Section of RTRA	Description
Former Lessor	363(2)	In the specified circumstances, the power to sell goods left on premises or to dispose of them and to form a reasonable belief on the grounds set out in that section.
Former Lessor	363(4)	Power to sell goods that are not reclaimed in the circumstances in that subsection.

### Part 2 – Ending of rooming accommodation agreements

#### Division 1 – General

Entity power given to	Section of RTRA	Description
Provider	366(a)	In the specified circumstances, the power to enter into an agreement with the resident to end the rooming accommodation agreement.

Provider	366(b)	Power to give the resident a notice requiring the resident to leave the rental premises.
Provider	366(c)	Power to give a notice under this part terminating the agreement.

## **Division 2 – Action by provider**

### ***Subdivision 1 – Notices to remedy breach given by provider***

<b>Entity power given to</b>	<b>Section of RTRA</b>	<b>Description</b>
Provider	368(1)	Power to form a reasonable belief that a resident has breached a rooming accommodation agreement and that the breach has not been remedied.
Provider	368(2)	Power to give a resident a notice requiring a resident to remedy the breach.
Provider	368(3)(d)	Power to sign a notice.
Provider	368(4)	Power to form a reasonable belief of the steps necessary to remedy a breach or to avoid a further breach of a rooming accommodation agreement.

### ***Subdivision 2 – Notices to leave given by provider***

<b>Entity power given to</b>	<b>Section of RTRA</b>	<b>Description</b>
Provider	369(1)	In the specified circumstances, the power to give a resident a notice requiring the resident to leave the premises.
Provider	369(2)(d)	Power to sign a notice.
Provider	369(5)	Power to withdraw a notice at any time before a resident leaves.
Provider	370(1)	In the specified circumstances, the power to give a resident a written notice requiring the resident to leave the rental premises if the provider reasonably believes the circumstances of that subsection exist.
Provider	370(2)(b)	Power to sign a notice.
Provider	371	Power to give a resident a notice requiring the resident to leave premises in the circumstances prescribed in that subsection.
Provider	371(3)(d)	Power to sign the notice.
Provider	371A(2)	Power to give a resident a notice requiring the resident to leave the rental premises. <sup>21</sup>
Provider	371B(1)	Power to give a resident a notice requiring the resident to leave the rental premises if the provider requires the premises to be vacant for planned demolition or redevelopment. <sup>22</sup>
Provider	371C(1)	In specified circumstances, power to give a resident a notice requiring the resident to leave the premises. <sup>23</sup>
Provider	371D(1)	In the specified circumstances, power to give a resident a notice requiring the resident to leave the rental premises.

<sup>21</sup> Note: This section commences on 1 October 2022.

<sup>22</sup> Note: This section commences on 1 October 2022.

<sup>23</sup> Note: This section commences on 1 October 2022.

Provider	371E(2)	Power to give the resident a notice requiring the resident to leave the rental premises if the resident stops being a student.
Provider	372(2)	Power to give the resident a notice requiring the resident to leave the rental premises at the end of the rooming accommodation agreement. <sup>24</sup>
Provider	374(1)	In the specified circumstances, the power to give a notice to a resident requiring the resident to leave the rental premises.
Provider	374(2)(d)	Power to sign the notice.
Provider	375(2)	In the specified circumstances, the power to use reasonable and necessary force to remove a resident and the resident's property from rental premises.
Provider	375(4)	Power, for the purpose of exercising a power under subsection (2), to enter a resident's room.

## **Division 2 – Action by provider**

### ***Subdivision 3 – Applications for termination by provider***

<b>Entity power given to</b>	<b>Section of RTRA</b>	<b>Description</b>
Provider	376(2)	Power to apply to a tribunal for a termination order.
Provider	377(1)	Power to apply to a tribunal for an order terminating a fixed term agreement on the grounds of excessive hardship if the agreement were not terminated.

## **Division 3 – Action by resident**

### ***Subdivision 2A – Domestic violence***

<b>Entity power given to</b>	<b>Section of RTRA</b>	<b>Description</b>
Provider	381E(3)	Power to give a notice stating the matter the matters in subparagraphs (a) to (c).
Provider	381H(2)	Power to apply to the tribunal for an order setting aside the notice because it does not comply with section 381B.

## **Division 4A – Death of sole resident**

<b>Entity power given to</b>	<b>Section of RTRA</b>	<b>Description</b>
Provider	387A(1)(b)	Power to give the resident's personal representative or relative written notice that the agreement rooming accommodation agreement ends.

## **Division 5 – Procedural requirements and orders of tribunal**

<b>Entity power given to</b>	<b>Section of RTRA</b>	<b>Description</b>
Provider	388(1)	In the specified circumstances, the power to apply to a tribunal for a termination order.
Provider	393(2)	Power to form a reasonable belief that property is perishable or of market value less than the amount prescribed under

<sup>24</sup> Note: This amendment commences on 1 October 2022.

		regulation, or, the storage of goods would be unhealthy or unsafe.
Provider	393(5)	Power to form a reasonable belief that the market value of property is less than the amount prescribed under a regulation and donate the property to a charity instead of selling it under subsection (4)(b).
Provider	395(3)	Power to make an application to the public trustee to pay an amount to the provider from the unclaimed monies fund kept under the <i>Public Trustee Act 1978</i> .

## CHAPTER 6 – DISPUTE RESOLUTION

### Part 1 – Conciliation process for residential tenancy disputes and rooming accommodation disputes

#### Division 3 – Starting the conciliation process

Entity power given to	Section of RTRA	Description
Lessor	402(1)	Power to make a request to the authority to try to resolve a tenancy dispute.
Lessor	402(2)	Power to make a request to the authority to try to resolve a rooming accommodation dispute.

#### Division 4 – Conduct of conciliation process

Entity power given to	Section of RTRA	Description
Parties to Dispute	405(1)	Power to conduct the parties' case on own behalf.
Parties to Dispute	405(2)	In the specified circumstances, the power to represent the party in the conciliation process.
Parties to Dispute	408(2)	Power to agree with another party in dispute to resolve the dispute.

#### Division 5 – Withdrawal of disputes

Entity power given to	Section of RTRA	Description
Party in Dispute	410(1)	Power to give a written notice to an authority withdrawing a dispute resolution request.

### Part 2 - Application to tribunals

#### Division 3 – General powers of tribunals

Entity power given to	Section of RTRA	Description
Person	418(1)	In the specified circumstances, the power to apply to a tribunal for an order.
Lessor / Provider	419(1)	In the specified circumstances, the power to apply to a tribunal for an order it considers appropriate to resolve general disputes between lessors and tenants or providers and residents.
Lessor	419(2)	Power to apply to a tribunal for an order about a breach of agreement

Lessor	424(1)	In the specified circumstances, the power to apply to a tribunal for an order about tenants' notices.
Lessor / Provider	429(1)	In the specified circumstances, the power to apply to the tribunal for an order to resolve a dispute.

### CHAPTER 8 – CAUSING NUISANCE IN MOVEABLE DWELLING PARKS

Entity power given to	Section of RTRA	Description
Owner of a moveable dwelling park	455(1)	Power to apply to a tribunal for an order excluding a person from the park because of the person's behaviour in the park.
Owner of a moveable dwelling park	455(3)	In the specified circumstances, the power to give a written notice of application to a person.

### CHAPTER 13A – MATTERS RELATING TO PARTICULAR LEASES BY THE STATE AND COMMUNITY HOUSING PROVIDERS

Entity power given to	Section of RTRA	Description
Lessor / Community Housing Provider	527D(1)	In the specified circumstances, the power to give a written notice to a tenant to require the tenant to give a written undertaking.
Lessor / Community Housing Provider	527D(4)	In the specified circumstances, the power to enter into an acceptable behaviour agreement with a tenant.
Lessor / Community Housing Provider	527E(1)	In the specified circumstances, the power to apply to the tribunal for a termination order.

## **LIMITATIONS TO THE EXERCISE OF POWER**

1. Where Council in its budget or by resolution allocates an amount for the expenditure of Council funds in relation to a particular matter, in exercising delegated power in relation to that matter, the delegate will only commit Council to reasonably foreseeable expenditure up to the amount allocated.
2. The delegate will not exercise any delegated power in relation to a matter which, to the delegate's knowledge, adversely affects, or is likely to adversely affect, Council's relations with the public at large.
3. The delegate will not exercise any delegated power contrary to a resolution or other decision of Council (including a policy decision relating to the matter).
4. The delegate will not exercise any delegated power in a manner, or which has the foreseeable effect, of being contrary to an adopted Council policy or procedure.
5. The delegate will only exercise a delegated power under this resolution in a manner which complies with the requirements of Council's Planning Scheme, and any exercise of power which involves a departure from or variation of those requirements will only be undertaken by Council.
6. The delegate will not exercise any delegated power which cannot lawfully be the subject of delegation by Council.

[2021 10 20 - RTRA - Delegation Instrument]

### **Conditions imposed on all Delegations**

1. Delegated powers must be read in the context of other powers and subject to conditions stipulated therein;
2. Delegated powers must be exercised consistently with the provisions of Local Government Acts or Regulations, Council Policies and Procedure, Local Laws and Subordinate Local Laws;
3. Any decisions must be made within the financial delegation of the delegate;
4. The delegate shall not give Council opinions and if opinions are to be provided, may only provide personal opinions of the delegate, not in an official capacity as an employee of the Council;
5. Delegated powers only apply to the delegate to the extent that they relate to a delegate's scope of duties as particularised in the Position Description pertaining to that delegate, or as otherwise approved in writing by the CEO or by Council Policy;
6. A delegate may not sub-delegate a power provided for in this Register to a subordinate staff member without the express written consent of the Chief Executive Officer or under a Policy or Procedure adopted by Council;
7. Any power that is not delegable under a Local Government Act or Regulation, shall not be delegable under this instrument;
8. All delegations are subject to conditions imposed in the original delegation to CEO contained in the Instrument of Delegations of Local Government;

9. Whilst exercising a power, the delegate must take into account Ailan Kastom as defined in section 6 of the *Torres Strait Islander Land Act 1991* (Qld); and
10. All Powers delegated to the Chief Executive Officer in this Instrument shall be subject to prior Council consultation where exercise of such Power in all reasonable likelihood shall:
  - 
  - a. impact on land and/or sea; and/or
  - b. involve payment of compensation regarding land; and/or
  - c. require a budget amendment.



# DELEGABLE POWERS UNDER THE RESIDENTIAL TENANCIES AND ROOMING ACCOMMODATION ACT 2008 ("RTRA")

## CHAPTER 2 – RESIDENTIAL TENANCY AGREEMENTS AND ROOMING ACCOMMODATION AGREEMENTS

### Part 1 – Agreements

#### Division 1 – Residential tenancy agreements

##### *Subdivision 1 – General principles*

Entity power given to	Section of RTRA	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Lessor <sup>25</sup>	62(1)	Power to give a document prepared for section 61 to the tenant for signing on or before the day the tenant occupies the premises under the agreement.				
Lessor	62(3)	Power to sign the document referred to in section 61 and return a copy signed by both parties to the tenant.				This must be done within 14 days from the receipt of the signed documents.
Lessor	64(3)	Power to form the reasonable belief that a tenant has contravened section 62(2) and, in that case, to apply to a tribunal for an order requiring the tenant to sign the relevant document and return it by a stated day.				

<sup>25</sup> A lessor is the person who gives the right to occupy residential premises under a residential tenancy agreement: section 8(1) of the *Residential Tenancies and Rooming Accommodation Act 2008*.

**Subdivision 2 – Associated documents**

Entity power given to	Section of RTRA	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Lessor	65(2)	Power to prepare in the approved form, sign and give a copy to the tenant a condition report on or before the day the tenant occupies the premises under the residential tenancy agreement. <sup>26</sup>				
Lessor / Agent	66(2)(a)	Power to sign the copy of the condition report at the end of tenancy.				Must be completed within 3 business days after receiving a copy of the report under section 66(1) from the tenant.
Lessor / Agent	66(3)(b)	Power to, if the lessor or agent does agree with the report, show the parts of the report the lessor or agent disagrees with by marking the copy in an appropriate way.				Must be completed within 3 business days after receiving a copy of the report under section 66(1) from the tenant.
Lessor / Agent	66(3)(c)	Power to, if the tenant has given a forwarding address to the lessor or agent, make a copy of the report and return it to the tenant at the address.				Must be completed within 3 business days after receiving a copy of the report under section 66(1) from the tenant.
Lessor	67(1)	Power to give an information statement in the approved form to the tenant.				
Lessor	68(2)	Power to give a copy of park rules to the tenant and, if a park rule is changed, a copy of the rule as changed.				

<sup>26</sup> Note: This amendment commences on 1 October 2022.

Lessor	69	In the specified circumstances, power to give the tenant a copy of relevant by-laws when giving the written agreement to the tenant for signing.				
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**Division 2 – Rooming accommodation agreements**

***Subdivision 1 – General provisions***

Entity power given to	Section of RTRA	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Provider <sup>27</sup>	77(4)(h)	Power to sign a rooming accommodation agreement.				
Provider	78(1)	Power to give a document prepared for section 77 to the resident on or before the day the resident occupies the room in rental premises under the agreement.				
Provider	78(2)	Power to, within 3 days after receiving the document signed by the resident, sign the document and return a copy signed by both parties to the resident.				

***Subdivision 2 – Associated documents***

Entity power given to	Section of RTRA	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Provider <sup>28</sup>	81(1)(b)	Power to prepare in the approved form, sign and give a copy to the resident a condition report on or before the day the resident occupies a room in the rental premises				

<sup>27</sup> A provider is a provider under a rooming accommodation agreement.

<sup>28</sup> A provider is a provider under a rooming accommodation agreement.

		under the rooming accommodation agreement. <sup>29</sup>				
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**Part 2 – Rent**

**Division 1 – Residential tenancy agreements**

Entity power given to	Section of RTRA	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Lessor	88(3)	Power to sign a receipt for payment.				
Lessor	88(5)	Power to make a written record of payment and to give a copy of the record to the tenant.				
Lessor	91(2)	Power to give a written notice of proposal to increase rent to the tenant, in the specified way.				
Lessor	97(3)	In the specified circumstances, the power to apply to a tribunal to make an order about the payment of an amount by or to a tenant.				

**Division 2 – Rooming accommodation agreements**

Entity power given to	Section of RTRA	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Provider	98(3)(a)	Power to give a written notice to the resident about the approved way to pay rent.				
Provider	98(3)(b)	Power to agree, in writing, with the resident to payments of rent being made in the way stated.				
Provider	99(2)(a)	Power to:				

<sup>29</sup> Note: This amendment commences on 1 October 2022.

		(a) give a written notice to the resident that gives the resident a choice of at least two other approved ways for payment of rent under section 98(4)(a) to (f); and  (b) advises the resident of the costs associated with the approved way offered in the specified circumstances.				
Provider	102(3)	Power to sign a receipt of payment.				
Provider	105(2) <sup>30</sup>	Power to give a resident a written notice stating the amount of increased rent and the day by which the rent is payable.				The day for which the increase in rent is payable must be not earlier than 4 weeks.
Provider	106(2)	Power to agree with the resident, the rent payable under the agreement decreases by the amount and from the time agreed.				
Provider	106(3)	Power to, if agreement with the tenant can't be reached, apply to a tribunal for an order decreasing the rent, by a stated amount from a stated time.				
Provider	107(2)	Power to agree with the resident to a reduction in rent for the period of the absence.				
Provider	109(3)	Power to apply to a tribunal to make an order about the payment of an amount by or to the resident.				

<sup>30</sup> Note: This amendment commences on 1 October 2022.

**Part 3 – Rental bonds**

**Division 2 – Payments to authority**

<b>Entity power given to</b>	<b>Section of RTRA</b>	<b>Description</b>	<b>Delegation to the CEO / Date of Resolution</b>	<b>Sub-Delegation to Officers</b>	<b>Date of Sub-Delegation</b>	<b>Limitations and Conditions</b>
Person	116(1)(a)	Power to pay the rental bond to the authority.				This payment must be made within 10 days from receiving the rental bond.
Person	116(1)(b)	Power to give the authority a notice, in an approved form, about a rental bond.				This payment must be made within 10 days from receiving the rental bond.
Lessor	117(2)(a)	In the specified circumstances, the power to pay the instalment to authority.				This notice must be given within 10 days from receiving the last instalment.
Lessor	117(2)(b)	In the specified circumstances, the power to give the authority a notice, in the approved form, about the instalments.				This notice must be given within 10 days from receiving the last instalment.
Lessor	117(3)(a)	In the specified circumstances, the power to pay the instalments received by the lessor or agent to the authority.				This notice must be given within 10 days after ending the agreement.
Lessor	117(3)(b)	In the specified circumstances, the power to give the authority a notice, in the approved form, about instalments.				This notice must be given within 10 days after ending the agreement.
Provider	118(2)(a)	In the specified circumstances, the power to pay the instalments to the authority.				This notice must be given within 10 days from receiving the last instalment.

Provider	118(2)(b)	In the specified circumstances, the power to give the authority a notice, in the approved form, about instalments.				This notice must be given within 10 days from receiving the last instalment.
Provider	118(3)(a)	In the specified circumstances, the power to pay to the authority the instalments received by the provider or agent.				This notice must be given within 10 days after ending the agreement.
Provider	118(3)(b)	In the specified circumstances, the power to give the authority a notice, in the approved form, about instalments.				This notice must be given within 10 days after ending the agreement.
Provider	118(4)(a)(i)	In the specified circumstances, the power to pay to the authority the instalments received by the provider or agent.				This payment must be made within the timeframe specified.
Provider	118(4)(a)(ii)	In the specified circumstances, the power to give the authority a notice, in the approved form, about instalments.				This payment must be made within the timeframe specified.
Provider	118(4)(b)(i)	In the specified circumstances, the power to pay the instalment to the authority within 10 days after receiving it.				
Provider	118(4)(b)(ii)	In the specified circumstances, the power to give the authority a notice, in the approved form, about instalments.				

**Division 3 – Payments by authority**

***Subdivision 4 – General process for payment of rental bond if interested persons for the payment***

Entity power given to	Section of RTRA	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Interested Person	136A(2)	In the specified circumstances, power to make a dispute resolution request to the authority about the payment.				The request must be made within the specified timeframe.
Interested Person	136B(2)	Power to apply to the tribunal for an order about the payment of a rental bond.				The application must be made within the specified timeframe.
Interested Person	136C(2)	In the specified circumstances, power to make a written request to the authority for an extension of the claim period of up to 3 days.				The request must be made within the specified timeframe.

**Division 4 – Enforcement provisions**

Entity power given to	Section of RTRA	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Person	145(1)	Power to give a receipt for a rental bond.				
Person	145(2)(b)	Power to sign a receipt for a rental bond.				

### Division 6 – Miscellaneous

Entity power given to	Section of RTRA	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Lessor / Provider	154(b)	Power to give a written notice to the tenant or resident to increase a rental bond. <sup>31</sup>				
Lessor / Provider <sup>32</sup>	155(3)	In the specified circumstances, the power to apply to a tribunal to make an order declaring an amount is or is not a rental bond.				The application must be made within the specified timeframe.

### Part 4 – Key and holding deposits for residential tenancies

#### Division 2 – Holding deposits

Entity power given to	Section of RTRA	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Person	160(1)	Power to give a receipt for a holding deposit.				

### Part 5 – Outgoings of lessor or provider

#### Division 1 – Residential tenancy agreements

##### Subdivision 2 – Service charges

Entity power given to	Section of RTRA	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Lessor	168(3)(a)	Power to agree with the tenant on an amount as reflecting the amount of rent attributable to the service or facility.				

<sup>31</sup> Note: This amendment commences on 1 October 2022.

<sup>32</sup> Note: This amendment commences on 1 October 2022.

Lessor	168(4)	Power to give the tenant a written statement showing each service or facility for which an amount of rent is attributable and the amount attributed.				
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## CHAPTER 3 – RIGHTS AND OBLIGATIONS OF PARTIES FOR RESIDENTIAL TENANCIES

### Part 1A<sup>33</sup> – Pets

#### Division 2 – Keeping pets and other animals at premises

Entity power given to	Section of RTRA	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Lessor	184B(1)	Power to approve the keeping of a pet or other animal at the premises.				

### Part 3 – Lessors' right of entry

Entity power given to	Section of RTRA	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Lessor	192(1)	In the specified circumstances, the power to enter the premises.				
Lessor	193(1)(a)	In the specified circumstances, the power to give a notice of proposed entry to the tenant.				The notice must be in the approved form and given in the specified timeframe.
Lessor	195(1)(b)	Power to make an agreement with the tenant that the lessor may enter premises on a				

<sup>33</sup> Note: This part commences on 1 October 2022.

		Sunday or public holiday or on another day after 6.00 pm or before 8.00 am.				
Lessor	195(5)	Power to agree a time for entry of premises under section 192(1)(j) with the tenant.				
Lessor	197(1)(a)	In the specified circumstances, the power to give a notice to leave the premises to the tenant.				
Lessor	198(1)(a)	In the specified circumstances, power to give a tenant a notice of the lessors' intention to sell the premises.				
Lessor	203	Power to obtain the tenants written consent to use a photo or other image of something belonging to the tenant in an advertisement for the premises.				

## Part 5 – The dwelling

### Division 2 – Locks and keys

Entity power given to	Section of RTRA	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Lessor	211(1)	In the specific circumstances, power to change the lock at the premises.				
Lessor	211(1)(c)	Power to form a belief on reasonable grounds that it is necessary to change the lock at a premises because of an emergency.				
Lessor	211(3)(c)	Power to enter into an agreement with the tenant under which the tenant or lessor agrees not to be given a key.				

### Division 3 – Damage and repairs

Entity power given to	Section of RTRA	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Lessor	216(1)(a)	Power to nominate a person to act for the lessor in arranging for emergency repairs, or emergency repairs of a particular type, to be made of the premises or inclusions.				
Lessor	216(1)(b)	Power to nominate a person to make emergency repairs, or emergency repairs of a particular type, of the premises or inclusions.				
Lessor	216(2)	Power to give a written notice to the tenant of a nominated repairer.				
Lessor	220(2)	In the specified circumstances, the power to apply to a tribunal for an order about the reimbursement or payment for emergency repairs.				
Lessor	221B(1)	Power to apply to the tribunal for an extension of time to comply with a repair order. <sup>34</sup>				

### Part 6 – Additional provisions for moveable dwelling premises

#### Division 2 – Relocation

Entity power given to	Section of RTRA	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Lessor	223	Power to give a notice to the tenant requiring the tenant to relocate to another site in the				

<sup>34</sup> Note: This section commences on 1 October 2022.

		moveable dwelling park within a stated period.				
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### Division 3 – Park rules

Entity power given to	Section of RTRA	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Park Owner	229(1)(b)	In the specified circumstances, power to give a notice of proposal to each resident and any person who becomes a resident before the objection closing day of a proposed change of a park rule.				
Park Owner	233(2)	Power to apply to a tribunal for an order declaring a proposal about a change of park rule to be reasonable or unreasonable.				

## Part 7 – Change of lessor or tenant

### Division 1 – Transfer or subletting by tenant

Entity power given to	Section of RTRA	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Lessor	237(2)	Power to agree with the tenant, in writing, of the transfer or subletting of a tenant's interests under an agreement.				
Lessor	238(2)(a)	Power to agree in writing to the transfer or subletting of a tenant's interests under an agreement.				

### Division 2 – Transfer by lessor

Entity power given to	Section of RTRA	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Lessor	242(1)(a)	In the specified circumstances, the power to give a written notice of tenancy to a buyer.				
Lessor	242(1)(b)	In the specified circumstances, the power to give a written notice of transfer to the tenant.				

## CHAPTER 4 – RIGHTS AND OBLIGATIONS OF PARTIES FOR ROOMING ACCOMMODATION

### Part 1 – Rights and obligations generally

Entity power given to	Section of RTRA	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Provider	248(1)	In the specified circumstances, the power to give a written notice to the resident of address for service stating the specified information.				
Provider	248(2)	In the specified circumstances, the power to give a written notice of change to the resident, within 14 days after the change.				
Provider	255(1)	Power to give an agreement to the attaching of a fixture, or making of a structural change, in writing and stating the specified information.				

**Part 2 – Entry to residents' rooms**

Entity power given to	Section of RTRA	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Provider	257(1)	Power to agree with the resident for the provider to enter the resident's room for any reason.				
Provider	259(2)	Power to give a written notice of proposed entry to a resident.				This notice must be given at least 24 hours before entry.
Provider	259(4)	Power to give a written notice of proposed entry to the agent to whom the resident normally pays rent.				This notice must be given at least 24 hours before entry.

**Part 3 – House rules**

**Division 2 – Rule changes**

Entity power given to	Section of RTRA	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Provider	270(1)	In the specified circumstances, the power to give a written notice to each resident of rule change for rental premises, setting out the specified information.				
Provider	271	In the specified circumstances, the power to give a written notice to a resident to whom a notice under section 270 have been given of a withdrawal of a proposed rule change.				
Provider	272(4)(b)	Power to give a written notice to each resident if the provider receives objections to the proposed rule change, stating the specified information.				

Provider	273(2)	Power to apply to a tribunal for an order declaring a proposed change to be reasonable.				
Provider	273(7)	Power to give a written notice of the decision of the tribunal about a proposed rule change to each resident of the rental premises.				
Provider	274(7)	Power to give a written notice of the decision of a tribunal to each resident of the rental premises about an existing rule.				

## CHAPTER 5 – ENDING OF AGREEMENTS

### Part 1 – Ending of residential tenancy agreements

#### Division 1 – General

Entity power given to	Section of RTRA	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Lessor	277(a)	Power to agree, in a separate written agreement, to end the residential tenancy agreement with the tenant.				

#### Division 2 – Action by lessor

##### *Subdivision 1 – Notices to remedy breach given by lessor*

Entity power given to	Section of RTRA	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Lessor	280(1)	Power to form a belief on reasonable grounds that: (a) the rent payable under an agreement has remained unpaid in				

		breach of the agreement for at least 7 days; or (b) the tenant has breached another term of the agreement and the breach has not been remedied.				
Lessor	280(2)	Power to give a notice to the tenant requiring the tenant remedy the breach within the allowed remedy period.				

***Subdivision 2 – Notices to leave premises given by lessor***

<b>Entity power given to</b>	<b>Section of RTRA</b>	<b>Description</b>	<b>Delegation to the CEO / Date of Resolution</b>	<b>Sub-Delegation to Officers</b>	<b>Date of Sub-Delegation</b>	<b>Limitations and Conditions</b>
Lessor	281(1)	Power to give a notice to leave the premises because the tenant has failed to comply with a notice to remedy breach, within the allowed remedy period.				
Lessor	282(1)	Power to give a notice to leave the premises to the tenant because the tenant has failed to comply with an order of a tribunal.				
Lessor	283(2)	Power to give a notice to leave to the tenant because the tenant has failed to comply within the required period, with a notice to relocate.				
Lessor	284(1)	Power to give a notice to leave to the tenant because the premises have been destroyed or otherwise in the specified circumstances				
Lessor	285(2)	Power to give a notice to leave to the tenant because the park has become an unfit place in which to live in a moveable dwelling.				
Lessor	286(1)	Power to give a notice to a tenant to leave the premises because:				

		(a) the lessor is preparing to sell the premises and the preparation requires the premises to be vacant; or (b) the lessor has entered into a contract to sell the premises with vacant possession. <sup>35</sup>				
Lessor	287(2)	Power to give a notice to leave the premises to the tenant because the park premises is to change use other than as a moveable dwelling park, or otherwise the park is to be closed.				
Lessor	288(1)	In the specified circumstances, the power to give a notice to a tenant if the tenant's employment ends or entitlement to occupy under employment ends.				
Lessor	289(2)	Power to give a notice to leave to the premises if the tenant's entitlement to supported accommodation ends.				
Lessor / Community Housing Provider	290A(1)	Power to give a notice to leave the premises to the tenant because of a serious breach or otherwise in the specified circumstances.				
Lessor	290B(1)	Power to give a notice to leave the premises to the tenant if the premises are required for use under a program administered by the State under an Act. <sup>36</sup>				
Lessor	290C(1)	Power to give a notice to leave the premises to the tenant if the lessor requires the premise to be vacant for a planned demolition or redevelopment. <sup>37</sup>				

<sup>35</sup> Note: This section commences on 1 October 2022.

<sup>36</sup> Note: This section commences on 1 October 2022.

<sup>37</sup> Note: This section commences on 1 October 2022.

Lessor	290D(1)	Power to give a notice to leave the premises to the tenant if: (a) the premises requires significant repairs or the lessor intends to carry out significant renovations to the premises; and (b) the repairs or renovations cannot be safely carried out while the tenant occupies the premise. <sup>38</sup>				
Lessor	290E(1)	Power to give a notice to leave the premises to the tenant if: (a) the lessor requires the premises for a use other than residential tenancy; or (b) the lessor will require the premises for the other use for a period of at least 6 months. <sup>39</sup>				
Lessor	290F(2)	Power to give a notice of leave the premises to the tenant if the tenant stops being a student. <sup>40</sup>				
Lessor	290(G)(1)	Power to give a notice to leave the premises to the tenant if the lessor, or the lessor's immediate family, needs to occupy the premises. <sup>41</sup>				
Lessor	291(1)	Power to give a notice to leave the premises to the tenant if the residential tenancy agreement is a fixed term agreement and the notice relates to the end of the agreement. <sup>42</sup>				

<sup>38</sup> Note: This section commences on 1 October 2022.

<sup>39</sup> Note: This section commences on 1 October 2022.

<sup>40</sup> Note: This section commences on 1 October 2022.

<sup>41</sup> Note: This section commences on 1 October 2022.

<sup>42</sup> Note: This section commences on 1 October 2022.

**Subdivision 3 – Applications for termination by lessor**

Entity power given to	Section of RTRA	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Lessor	294(1)	In the specified circumstances, the power to apply to a tribunal for a termination order.				
Lessor	295(1)	Power to apply to a tribunal for a termination order because the lessor would suffer excessive hardship, if the agreement were not terminated.				
Lessor (but does not include a Community Housing Provider)	296(1)	Power to apply to a tribunal for a termination order because the tenant has intentionally or recklessly caused serious damage to the premises or injury to a specified person.				
Lessor / Community Housing Provider	296A(1)	Power to apply to a tribunal for termination for damage or injury in public or community housing in the specified circumstances.				
Lessor (but does not include a Community Housing Provider)	297(1)	In the specified circumstances, the power to apply to a tribunal for a termination order for tenant's objectionable behaviour.				
Lessor / Community Housing Provider	297A(1)	In the specified circumstances, the power to apply to a tribunal for a termination order for objectionable behaviour in public or community housing.				
Lessor	297B(1)	Power to form a belief on reasonable grounds that the tenant, an occupant, a				

		<p>guest of the tenant or a personal allowed on the premise by the tenant has:</p> <ul style="list-style-type: none"> <li>(a) used the premises or property adjoining or adjacent to the premises (including any property that is available for use by the tenant in common with others) for an illegal activity; or</li> <li>(b) intentionally or recklessly: <ul style="list-style-type: none"> <li>(i) destroyed or seriously damaged a part of the premises; or</li> <li>(ii) endangered another person in the premises or person occupying, or allowed on, premises nearby; or</li> <li>(iii) interfered significantly with the reasonable peace, comfort or privacy of another tenant or another tenant's appropriate use of the other tenant's property.<sup>43</sup></li> </ul> </li> </ul>				
Lessor	297B(1)	In the specified circumstances, power to apply for a termination order.				
Lessor	297B(3)	Power to form a belief on reasonable grounds that premises or property has been used for an illegal activity whether or not anyone has been convicted or found guilty of an offence in relation to the activity. <sup>44</sup>				
Lessor	298(2)	Power to apply to a tribunal for a termination order because the lessor and tenant are incompatible in a way that makes it desirable in the interests of both parties for the agreement to end.				

<sup>43</sup> Note: This section commences on 1 October 2022.

<sup>44</sup> Note: This section commences on 1 October 2022.

Lessor	299(2)	Power to apply to a tribunal for a termination order for repeated breaches by the tenant.				
Lessor	300(1)(b)	Power to form a belief on reasonable grounds that a tenant is likely to cause further damage or injury for which a termination order may be sought.				
Lessor	300(2)	Power to apply to a tribunal for an order to restrain a tenant from causing further damage or injury.				

***Subdivision 2 – Notices of intention to leave premises given by tenant***

Entity power given to	Section of RTRA	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Lessor	308H(2)	In the specified circumstances, power to apply to the tribunal for an order settling aside the notice.				

**Division 4A – Death of sole tenant**

Entity power given to	Section of RTRA	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Lessor	324A(1)(b)	Power to give the tenant's personal representative or relative written notice that the agreement ends because of the tenant's death.				

**Division 5 – Procedural requirements for action taken by lessor or tenant**

Entity power given to	Section of RTRA	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Lessor	325(2)(a)	Power to sign a notice to remedy breach.				
Lessor	326(1)(b)	Power to sign a notice to leave premises.				
Lessor	333(1)	Power to withdraw a notice to leave for an unremedied breach, if the tenant remedies the breach.				
Lessor	333(2)(b)	Power to give a written notice of withdrawal to the tenant.				
Lessor	335(1)	In the specified circumstances, the power to make an application to the tribunal for a termination order.				

**Division 8 – Abandonment**

Entity power given to	Section of RTRA	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Lessor	355(1)	Power to form a belief on reasonable grounds that a tenant has abandoned the premises and to give a notice to the tenant terminating the agreement.				
Lessor	357(1)	Power to form a belief on reasonable grounds that the tenant has abandoned premises and to apply to a tribunal for an order under this section.				
Lessor	359(1)	In the specified circumstances, the power to apply to a tribunal for an order for compensation.				

**Division 10 – Goods and documents left behind on premises**

Entity power given to	Section of RTRA	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Former Lessor	363(2)	In the specified circumstances, the power to sell goods left on premises or to dispose of them and to form a reasonable belief on the grounds set out in that section.				
Former Lessor	363(4)	Power to sell goods that are not reclaimed in the circumstances in that subsection.				

**Part 2 – Ending of rooming accommodation agreements**

**Division 1 – General**

Entity power given to	Section of RTRA	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Provider	366(a)	In the specified circumstances, the power to enter into an agreement with the resident to end the rooming accommodation agreement.				
Provider	366(b)	Power to give the resident a notice requiring the resident to leave the rental premises.				
Provider	366(c)	Power to give a notice under this part terminating the agreement.				

**Division 2 – Action by provider**

***Subdivision 1 – Notices to remedy breach given by provider***

Entity power given to	Section of RTRA	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Provider	368(1)	Power to form a reasonable belief that a resident has breached a rooming accommodation agreement and that the breach has not been remedied.				
Provider	368(2)	Power to give a resident a notice requiring a resident to remedy the breach.				
Provider	368(3)(d)	Power to sign a notice.				
Provider	368(4)	Power to form a reasonable belief of the steps necessary to remedy a breach or to avoid a further breach of a rooming accommodation agreement.				

***Subdivision 2 – Notices to leave given by provider***

Entity power given to	Section of RTRA	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Provider	369(1)	In the specified circumstances, the power to give a resident a notice requiring the resident to leave the premises.				
Provider	369(2)(d)	Power to sign a notice.				
Provider	369(5)	Power to withdraw a notice at any time before a resident leaves.				
Provider	370(1)	In the specified circumstances, the power to give a resident a written notice requiring the resident to leave the rental premises if the				

		provider reasonably believes the circumstances of that subsection exist.				
Provider	370(2)(b)	Power to sign a notice.				
Provider	371	Power to give a resident a notice requiring the resident to leave premises in the circumstances prescribed in that subsection.				
Provider	371(3)(d)	Power to sign the notice.				
Provider	371A(2)	Power to give a resident a notice requiring the resident to leave the rental premises. <sup>45</sup>				
Provider	371B(1)	Power to give a resident a notice requiring the resident to leave the rental premises if the provider requires the premises to be vacant for planned demolition or redevelopment. <sup>46</sup>				
Provider	371C(1)	In specified circumstances, power to give a resident a notice requiring the resident to leave the premises. <sup>47</sup>				
Provider	371D(1)	In the specified circumstances, power to give a resident a notice requiring the resident to leave the rental premises.				
Provider	371E(2)	Power to give the resident a notice requiring the resident to leave the rental premises if the resident stops being a student.				
Provider	372(2)	Power to give the resident a notice requiring the resident to leave the rental premises at the end of the rooming accommodation agreement. <sup>48</sup>				

<sup>45</sup> Note: This section commences on 1 October 2022.

<sup>46</sup> Note: This section commences on 1 October 2022.

<sup>47</sup> Note: This section commences on 1 October 2022.

<sup>48</sup> Note: This amendment commences on 1 October 2022.

Provider	374(1)	In the specified circumstances, the power to give a notice to a resident requiring the resident to leave the rental premises.				
Provider	374(2)(d)	Power to sign the notice.				
Provider	375(2)	In the specified circumstances, the power to use reasonable and necessary force to remove a resident and the resident's property from rental premises.				
Provider	375(4)	Power, for the purpose of exercising a power under subsection (2), to enter a resident's room.				

### **Division 2 – Action by provider**

#### ***Subdivision 3 – Applications for termination by provider***

<b>Entity power given to</b>	<b>Section of RTRA</b>	<b>Description</b>	<b>Delegation to the CEO / Date of Resolution</b>	<b>Sub-Delegation to Officers</b>	<b>Date of Sub-Delegation</b>	<b>Limitations and Conditions</b>
Provider	376(2)	Power to apply to a tribunal for a termination order.				
Provider	377(1)	Power to apply to a tribunal for an order terminating a fixed term agreement on the grounds of excessive hardship if the agreement were not terminated.				

### **Division 3 – Action by resident**

#### ***Subdivision 2A – Domestic violence***

<b>Entity power given to</b>	<b>Section of RTRA</b>	<b>Description</b>	<b>Delegation to the CEO / Date of Resolution</b>	<b>Sub-Delegation to Officers</b>	<b>Date of Sub-Delegation</b>	<b>Limitations and Conditions</b>
Provider	381E(3)	Power to give a notice stating the matter the matters in sub-paragraphs (a) to (c).				

Provider	381H(2)	Power to apply to the tribunal for an order setting aside the notice because it does not comply with section 381B.				
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#### Division 4A – Death of sole resident

Entity power given to	Section of RTRA	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Provider	387A(1)(b)	Power to give the resident's personal representative or relative written notice that the agreement rooming accommodation agreement ends.				

#### Division 5 – Procedural requirements and orders of tribunal

Entity power given to	Section of RTRA	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Provider	388(1)	In the specified circumstances, the power to apply to a tribunal for a termination order.				
Provider	393(2)	Power to form a reasonable belief that property is perishable or of market value less than the amount prescribed under regulation, or, the storage of goods would be unhealthy or unsafe.				
Provider	393(5)	Power to form a reasonable belief that the market value of property is less than the amount prescribed under a regulation and donate the property to a charity instead of selling it under subsection (4)(b).				
Provider	395(3)	Power to make an application to the public trustee to pay an amount to the provider				

		from the unclaimed monies fund kept under the <i>Public Trustee Act 1978</i> .				
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## CHAPTER 6 – DISPUTE RESOLUTION

### Part 1 – Conciliation process for residential tenancy disputes and rooming accommodation disputes

#### Division 3 – Starting the conciliation process

Entity power given to	Section of RTRA	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Lessor	402(1)	Power to make a request to the authority to try to resolve a tenancy dispute.				
Lessor	402(2)	Power to make a request to the authority to try to resolve a rooming accommodation dispute.				

#### Division 4 – Conduct of conciliation process

Entity power given to	Section of RTRA	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Parties to Dispute	405(1)	Power to conduct the parties' case on own behalf.				
Parties to Dispute	405(2)	In the specified circumstances, the power to represent the party in the conciliation process.				
Parties to Dispute	408(2)	Power to agree with another party in dispute to resolve the dispute.				

### Division 5 – Withdrawal of disputes

Entity power given to	Section of RTRA	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Party in Dispute	410(1)	Power to give a written notice to an authority withdrawing a dispute resolution request.				

### Part 2 - Application to tribunals

#### Division 3 – General powers of tribunals

Entity power given to	Section of RTRA	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Person	418(1)	In the specified circumstances, the power to apply to a tribunal for an order.				
Lessor / Provider	419(1)	In the specified circumstances, the power to apply to a tribunal for an order it considers appropriate to resolve general disputes between lessors and tenants or providers and residents.				
Lessor	419(2)	Power to apply to a tribunal for an order about a breach of agreement				
Lessor	424(1)	In the specified circumstances, the power to apply to a tribunal for an order about tenants' notices.				
Lessor / Provider	429(1)	In the specified circumstances, the power to apply to the tribunal for an order to resolve a dispute.				

**CHAPTER 8 – CAUSING NUISANCE IN MOVEABLE DWELLING PARKS**

Entity power given to	Section of RTRA	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Owner of a moveable dwelling park	455(1)	Power to apply to a tribunal for an order excluding a person from the park because of the person's behaviour in the park.				
Owner of a moveable dwelling park	455(3)	In the specified circumstances, the power to give a written notice of application to a person.				

**CHAPTER 13A – MATTERS RELATING TO PARTICULAR LEASES BY THE STATE AND COMMUNITY HOUSING PROVIDERS**

Entity power given to	Section of RTRA	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Lessor / Community Housing Provider	527D(1)	In the specified circumstances, the power to give a written notice to a tenant to require the tenant to give a written undertaking.				
Lessor / Community Housing Provider	527D(4)	In the specified circumstances, the power to enter into an acceptable behaviour agreement with a tenant.				
Lessor / Community Housing Provider	527E(1)	In the specified circumstances, the power to apply to the tribunal for a termination order.				

[2021 10 20 - RTRA - Delegation Table]



**Position:** Insert Position

**Position Code:** Insert Position Code

## POWERS SUB-DELEGATED

### *Residential Tenancies and Rooming Accommodation Act 2008 ("RTRA")*

#### CHAPTER 2 – RESIDENTIAL TENANCY AGREEMENTS AND ROOMING ACCOMMODATION AGREEMENTS

##### Part 1 –

##### Agreements

##### Division 1 – Residential tenancy agreements

##### *Subdivision 1 – General principles*

Entity power given to	Section of RTRA	Description
Lessor <sup>49</sup>	62(1)	Power to give a document prepared for section 61 to the tenant for signing on or before the day the tenant occupies the premises under the agreement.
Lessor	62(3)	Power to sign the document referred to in section 61 and return a copy signed by both parties to the tenant.
Lessor	64(3)	Power to form the reasonable belief that a tenant has contravened section 62(2) and, in that case, to apply to a tribunal for an order requiring the tenant to sign the relevant document and return it by a stated day.

##### *Subdivision 2 – Associated documents*

Entity power given to	Section of RTRA	Description
Lessor	65(2)	Power to prepare in the approved form, sign and give a copy to the tenant a condition report on or before the day the tenant occupies the premises under the residential tenancy agreement. <sup>50</sup>
Lessor / Agent	66(2)(a)	Power to sign the copy of the condition report at the end of tenancy.
Lessor / Agent	66(3)(b)	Power to, if the lessor or agent does agree with the report, show the parts of the report the lessor or agent disagrees with by marking the copy in an appropriate way.
Lessor / Agent	66(3)(c)	Power to, if the tenant has given a forwarding address to the lessor or agent, make a copy of the report and return it to the tenant at the address.
Lessor	67(1)	Power to give an information statement in the approved form to the tenant.
Lessor	68(2)	Power to give a copy of park rules to the tenant and, if a park rule is changed, a copy of the rule as changed.
Lessor	69	In the specified circumstances, power to give the tenant a copy of relevant by-laws when giving the written agreement to the tenant for signing.

<sup>49</sup> A lessor is the person who gives the right to occupy residential premises under a residential tenancy agreement: section 8(1) of the *Residential Tenancies and Rooming Accommodation Act 2008*.

<sup>50</sup> Note: This amendment commences on 1 October 2022.

## Division 2 – Rooming accommodation agreements

### Subdivision 1 – General provisions

Entity power given to	Section of RTRA	Description
Provider <sup>51</sup>	77(4)(h)	Power to sign a rooming accommodation agreement.
Provider	78(1)	Power to give a document prepared for section 77 to the resident on or before the day the resident occupies the room in rental premises under the agreement.
Provider	78(2)	Power to, within 3 days after receiving the document signed by the resident, sign the document and return a copy signed by both parties to the resident.

### Subdivision 2 – Associated documents

Entity power given to	Section of RTRA	Description
Provider <sup>52</sup>	81(1)(b)	Power to prepare in the approved form, sign and give a copy to the resident a condition report on or before the day the resident occupies a room in the rental premises under the rooming accommodation agreement. <sup>53</sup>

## Part 2 – Rent

### Division 1 – Residential tenancy agreements

Entity power given to	Section of RTRA	Description
Lessor	88(3)	Power to sign a receipt for payment.
Lessor	88(5)	Power to make a written record of payment and to give a copy of the record to the tenant.
Lessor	91(2)	Power to give a written notice of proposal to increase rent to the tenant, in the specified way.
Lessor	97(3)	In the specified circumstances, the power to apply to a tribunal to make an order about the payment of an amount by or to a tenant.

### Division 2 – Rooming accommodation agreements

Entity power given to	Section of RTRA	Description
Provider	98(3)(a)	Power to give a written notice to the resident about the approved way to pay rent.
Provider	98(3)(b)	Power to agree, in writing, with the resident to payments of rent being made in the way stated.
Provider	99(2)(a)	Power to: (a) give a written notice to the resident that gives the resident a choice of at least two other approved ways for payment of rent under section 98(4)(a) to (f); and

<sup>51</sup> A provider is a provider under a rooming accommodation agreement.

<sup>52</sup> A provider is a provider under a rooming accommodation agreement.

<sup>53</sup> Note: This amendment commences on 1 October 2022.

		(b) advises the resident of the costs associated with the approved way offered in the specified circumstances.
Provider	102(3)	Power to sign a receipt of payment.
Provider	105(2) <sup>54</sup>	Power to give a resident a written notice stating the amount of increased rent and the day by which the rent is payable.
Provider	106(2)	Power to agree with the resident, the rent payable under the agreement decreases by the amount and from the time agreed.
Provider	106(3)	Power to, if agreement with the tenant can't be reached, apply to a tribunal for an order decreasing the rent, by a stated amount from a stated time.
Provider	107(2)	Power to agree with the resident to a reduction in rent for the period of the absence.
Provider	109(3)	Power to apply to a tribunal to make an order about the payment of an amount by or to the resident.

### Part 3 –

### Rental bonds

#### Division 2 – Payments to authority

Entity power given to	Section of RTRA	Description
Person	116(1)(a)	Power to pay the rental bond to the authority.
Person	116(1)(b)	Power to give the authority a notice, in an approved form, about a rental bond.
Lessor	117(2)(a)	In the specified circumstances, the power to pay the instalment to authority.
Lessor	117(2)(b)	In the specified circumstances, the power to give the authority a notice, in the approved form, about the instalments.
Lessor	117(3)(a)	In the specified circumstances, the power to pay the instalments received by the lessor or agent to the authority.
Lessor	117(3)(b)	In the specified circumstances, the power to give the authority a notice, in the approved form, about instalments.
Provider	118(2)(a)	In the specified circumstances, the power to pay the instalments to the authority.
Provider	118(2)(b)	In the specified circumstances, the power to give the authority a notice, in the approved form, about instalments.
Provider	118(3)(a)	In the specified circumstances, the power to pay to the authority the instalments received by the provider or agent.
Provider	118(3)(b)	In the specified circumstances, the power to give the authority a notice, in the approved form, about instalments.
Provider	118(4)(a)(i)	In the specified circumstances, the power to pay to the authority the instalments received by the provider or agent.
Provider	118(4)(a)(ii)	In the specified circumstances, the power to give the authority a notice, in the approved form, about instalments.
Provider	118(4)(b)(i)	In the specified circumstances, the power to pay the instalment to the authority within 10 days after receiving it.
Provider	118(4)(b)(ii)	In the specified circumstances, the power to give the authority a notice, in the approved form, about instalments.

<sup>54</sup> Note: This amendment commences on 1 October 2022.

### Division 3 – Payments by authority

#### *Subdivision 4 – General process for payment of rental bond if interested persons for the payment*

Entity power given to	Section of RTRA	Description
Interested Person	136A(2)	In the specified circumstances, power to make a dispute resolution request to the authority about the payment.
Interested Person	136B(2)	Power to apply to the tribunal for an order about the payment of a rental bond.
Interested Person	136C(2)	In the specified circumstances, power to make a written request to the authority for an extension of the claim period of up to 3 days.

### Division 4 – Enforcement provisions

Entity power given to	Section of RTRA	Description
Person	145(1)	Power to give a receipt for a rental bond.
Person	145(2)(b)	Power to sign a receipt for a rental bond.

### Division 6 – Miscellaneous

Entity power given to	Section of RTRA	Description
Lessor / Provider	154(b)	Power to give a written notice to the tenant or resident to increase a rental bond. <sup>55</sup>
Lessor / Provider <sup>56</sup>	155(3)	In the specified circumstances, the power to apply to a tribunal to make an order declaring an amount is or is not a rental bond.

## Part 4 – Key and holding deposits for residential tenancies

### Division 2 – Holding deposits

Entity power given to	Section of RTRA	Description
Person	160(1)	Power to give a receipt for a holding deposit.

## Part 5 – Outgoings of lessor or provider

### Division 1 – Residential tenancy agreements

#### *Subdivision 2 – Service charges*

Entity power given to	Section of RTRA	Description
Lessor	168(3)(a)	Power to agree with the tenant on an amount as reflecting the amount of rent attributable to the service or facility.
Lessor	168(4)	Power to give the tenant a written statement showing each service or facility for which an amount of rent is attributable and the amount attributed.

<sup>55</sup> Note: This amendment commences on 1 October 2022.

<sup>56</sup> Note: This amendment commences on 1 October 2022.

## CHAPTER 3 – RIGHTS AND OBLIGATIONS OF PARTIES FOR RESIDENTIAL TENANCIES

### Part 1A<sup>57</sup> – Pets

#### Division 2 – Keeping pets and other animals at premises

Entity power given to	Section of RTRA	Description
Lessor	184B(1)	Power to approve the keeping of a pet or other animal at the premises.

### Part 3 – Lessors' right of entry

Entity power given to	Section of RTRA	Description
Lessor	192(1)	In the specified circumstances, the power to enter the premises.
Lessor	193(1)(a)	In the specified circumstances, the power to give a notice of proposed entry to the tenant.
Lessor	195(1)(b)	Power to make an agreement with the tenant that the lessor may enter premises on a Sunday or public holiday or on another day after 6.00 pm or before 8.00 am.
Lessor	195(5)	Power to agree a time for entry of premises under section 192(1)(j) with the tenant.
Lessor	197(1)(a)	In the specified circumstances, the power to give a notice to leave the premises to the tenant.
Lessor	198(1)(a)	In the specified circumstances, power to give a tenant a notice of the lessors' intention to sell the premises.
Lessor	203	Power to obtain the tenants written consent to use a photo or other image of something belonging to the tenant in an advertisement for the premises.

### Part 5 – The dwelling

#### Division 2 – Locks and keys

Entity power given to	Section of RTRA	Description
Lessor	211(1)	In the specific circumstances, power to change the lock at the premises.
Lessor	211(1)(c)	Power to form a belief on reasonable grounds that it is necessary to change the lock at a premises because of an emergency.
Lessor	211(3)(c)	Power to enter into an agreement with the tenant under which the tenant or lessor agrees not to be given a key.

#### Division 3 – Damage and repairs

Entity power given to	Section of RTRA	Description
Lessor	216(1)(a)	Power to nominate a person to act for the lessor in arranging for emergency repairs, or emergency repairs of a particular type, to be made of the premises or inclusions.

<sup>57</sup> Note: This part commences on 1 October 2022.

Lessor	216(1)(b)	Power to nominate a person to make emergency repairs, or emergency repairs of a particular type, of the premises or inclusions.
Lessor	216(2)	Power to give a written notice to the tenant of a nominated repairer.
Lessor	220(2)	In the specified circumstances, the power to apply to a tribunal for an order about the reimbursement or payment for emergency repairs.
Lessor	221B(1)	Power to apply to the tribunal for an extension of time to comply with a repair order. <sup>58</sup>

## Part 6 – Additional provisions for moveable dwelling premises

### Division 2 – Relocation

Entity power given to	Section of RTRA	Description
Lessor	223	Power to give a notice to the tenant requiring the tenant to relocate to another site in the moveable dwelling park within a stated period.

### Division 3 – Park rules

Entity power given to	Section of RTRA	Description
Park Owner	229(1)(b)	In the specified circumstances, power to give a notice of proposal to each resident and any person who becomes a resident before the objection closing day of a proposed change of a park rule.
Park Owner	233(2)	Power to apply to a tribunal for an order declaring a proposal about a change of park rule to be reasonable or unreasonable.

## Part 7 – Change of lessor or tenant

### Division 1 – Transfer or subletting by tenant

Entity power given to	Section of RTRA	Description
Lessor	237(2)	Power to agree with the tenant, in writing, of the transfer or subletting of a tenant's interests under an agreement.
Lessor	238(2)(a)	Power to agree in writing to the transfer or subletting of a tenant's interests under an agreement.

### Division 2 – Transfer by lessor

Entity power given to	Section of RTRA	Description
Lessor	242(1)(a)	In the specified circumstances, the power to give a written notice of tenancy to a buyer.
Lessor	242(1)(b)	In the specified circumstances, the power to give a written notice of transfer to the tenant.

<sup>58</sup> Note: This section commences on 1 October 2022.

## CHAPTER 4 – RIGHTS AND OBLIGATIONS OF PARTIES FOR ROOMING ACCOMMODATION

### Part 1 – Rights and obligations generally

Entity power given to	Section of RTRA	Description
Provider	248(1)	In the specified circumstances, the power to give a written notice to the resident of address for service stating the specified information.
Provider	248(2)	In the specified circumstances, the power to give a written notice of change to the resident, within 14 days after the change.
Provider	255(1)	Power to give an agreement to the attaching of a fixture, or making of a structural change, in writing and stating the specified information.

### Part 2 – Entry to residents' rooms

Entity power given to	Section of RTRA	Description
Provider	257(1)	Power to agree with the resident for the provider to enter the resident's room for any reason.
Provider	259(2)	Power to give a written notice of proposed entry to a resident.
Provider	259(4)	Power to give a written notice of proposed entry to the agent to whom the resident normally pays rent.

### Part 3 – House rules

#### Division 2 – Rule changes

Entity power given to	Section of RTRA	Description
Provider	270(1)	In the specified circumstances, the power to give a written notice to each resident of rule change for rental premises, setting out the specified information.
Provider	271	In the specified circumstances, the power to give a written notice to a resident to whom a notice under section 270 have been given of a withdrawal of a proposed rule change.
Provider	272(4)(b)	Power to give a written notice to each resident if the provider receives objections to the proposed rule change, stating the specified information.
Provider	273(2)	Power to apply to a tribunal for an order declaring a proposed change to be reasonable.
Provider	273(7)	Power to give a written notice of the decision of the tribunal about a proposed rule change to each resident of the rental premises.
Provider	274(7)	Power to give a written notice of the decision of a tribunal to each resident of the rental premises about an existing rule.

## CHAPTER 5 – ENDING OF AGREEMENTS

### Part 1 – Ending of residential tenancy agreements

#### Division 1 – General

Entity power given to	Section of RTRA	Description
Lessor	277(a)	Power to agree, in a separate written agreement, to end the residential tenancy agreement with the tenant.

#### Division 2 – Action by lessor

##### *Subdivision 1 – Notices to remedy breach given by lessor*

Entity power given to	Section of RTRA	Description
Lessor	280(1)	Power to form a belief on reasonable grounds that: <ul style="list-style-type: none"> <li>(a) the rent payable under an agreement has remained unpaid in breach of the agreement for at least 7 days; or</li> <li>(b) the tenant has breached another term of the agreement and the breach has not been remedied.</li> </ul>
Lessor	280(2)	Power to give a notice to the tenant requiring the tenant remedy the breach within the allowed remedy period.

##### *Subdivision 2 – Notices to leave premises given by lessor*

Entity power given to	Section of RTRA	Description
Lessor	281(1)	Power to give a notice to leave the premises because the tenant has failed to comply with a notice to remedy breach, within the allowed remedy period.
Lessor	282(1)	Power to give a notice to leave the premises to the tenant because the tenant has failed to comply with an order of a tribunal.
Lessor	283(2)	Power to give a notice to leave to the tenant because the tenant has failed to comply within the required period, with a notice to relocate.
Lessor	284(1)	Power to give a notice to leave to the tenant because the premises have been destroyed or otherwise in the specified circumstances
Lessor	285(2)	Power to give a notice to leave to the tenant because the park has become an unfit place in which to live in a moveable dwelling.
Lessor	286(1)	Power to give a notice to a tenant to leave the premises because: <ul style="list-style-type: none"> <li>(a) the lessor is preparing to sell the premises and the preparation requires the premises to be vacant; or</li> <li>(b) the lessor has entered into a contract to sell the premises with vacant possession.<sup>59</sup></li> </ul>
Lessor	287(2)	Power to give a notice to leave the premises to the tenant because the park premises is to change use other than as a moveable dwelling park, or otherwise the park is to be closed.

<sup>59</sup> Note: This section commences on 1 October 2022.

Lessor	288(1)	In the specified circumstances, the power to give a notice to a tenant if the tenant's employment ends or entitlement to occupy under employment ends.
Lessor	289(2)	Power to give a notice to leave to the premises if the tenant's entitlement to supported accommodation ends.
Lessor / Community Housing Provider	290A(1)	Power to give a notice to leave the premises to the tenant because of a serious breach or otherwise in the specified circumstances.
Lessor	290B(1)	Power to give a notice to leave the premises to the tenant if the premises are required for use under a program administered by the State under an Act. <sup>60</sup>
Lessor	290C(1)	Power to give a notice to leave the premises to the tenant if the lessor requires the premise to be vacant for a planned demolition or redevelopment. <sup>61</sup>
Lessor	290D(1)	Power to give a notice to leave the premises to the tenant if: <ul style="list-style-type: none"> <li>(a) the premises requires significant repairs or the lessor intends to carry out significant renovations to the premises; and</li> <li>(b) the repairs or renovations cannot be safely carried out while the tenant occupies the premise.<sup>62</sup></li> </ul>
Lessor	290E(1)	Power to give a notice to leave the premises to the tenant if: <ul style="list-style-type: none"> <li>(a) the lessor requires the premises for a use other than residential tenancy; or</li> <li>(b) the lessor will require the premises for the other use for a period of at least 6 months.<sup>63</sup></li> </ul>
Lessor	290F(2)	Power to give a notice to leave the premises to the tenant if the tenant stops being a student. <sup>64</sup>
Lessor	290(G)(1)	Power to give a notice to leave the premises to the tenant if the lessor, or the lessor's immediate family, needs to occupy the premises. <sup>65</sup>
Lessor	291(1)	Power to give a notice to leave the premises to the tenant if the residential tenancy agreement is a fixed term agreement and the notice relates to the end of the agreement. <sup>66</sup>

### ***Subdivision 3 – Applications for termination by lessor***

<b>Entity power given to</b>	<b>Section of RTRA</b>	<b>Description</b>
Lessor	294(1)	In the specified circumstances, the power to apply to a tribunal for a termination order.
Lessor	295(1)	Power to apply to a tribunal for a termination order because the lessor would suffer excessive hardship, if the agreement were not terminated.
Lessor (but does not include a Community Housing Provider)	296(1)	Power to apply to a tribunal for a termination order because the tenant has intentionally or recklessly caused serious damage to the premises or injury to a specified person.

<sup>60</sup> Note: This section commences on 1 October 2022.

<sup>61</sup> Note: This section commences on 1 October 2022.

<sup>62</sup> Note: This section commences on 1 October 2022.

<sup>63</sup> Note: This section commences on 1 October 2022.

<sup>64</sup> Note: This section commences on 1 October 2022.

<sup>65</sup> Note: This section commences on 1 October 2022.

<sup>66</sup> Note: This section commences on 1 October 2022.

Lessor / Community Housing Provider	296A(1)	Power to apply to a tribunal for termination for damage or injury in public or community housing in the specified circumstances.
Lessor (but does not include a Community Housing Provider)	297(1)	In the specified circumstances, the power to apply to a tribunal for a termination order for tenant's objectionable behaviour.
Lessor / Community Housing Provider	297A(1)	In the specified circumstances, the power to apply to a tribunal for a termination order for objectionable behaviour in public or community housing.
Lessor	297B(1)	Power to form a belief on reasonable grounds that the tenant, an occupant, a guest of the tenant or a personal allowed on the premise by the tenant has: <ul style="list-style-type: none"> <li>(a) used the premises or property adjoining or adjacent to the premises (including any property that is available for use by the tenant in common with others) for an illegal activity; or</li> <li>(b) intentionally or recklessly: <ul style="list-style-type: none"> <li>(i) destroyed or seriously damaged a part of the premises; or</li> <li>(ii) endangered another person in the premises or person occupying, or allowed on, premises nearby; or</li> <li>(iii) interfered significantly with the reasonable peace, comfort or privacy of another tenant or another tenant's appropriate use of the other tenant's property.<sup>67</sup></li> </ul> </li> </ul>
Lessor	297B(1)	In the specified circumstances, power to apply for a termination order.
Lessor	297B(3)	Power to form a belief on reasonable grounds that premises or property has been used for an illegal activity whether or not anyone has been convicted or found guilty of an offence in relation to the activity. <sup>68</sup>
Lessor	298(2)	Power to apply to a tribunal for a termination order because the lessor and tenant are incompatible in a way that makes it desirable in the interests of both parties for the agreement to end.
Lessor	299(2)	Power to apply to a tribunal for a termination order for repeated breaches by the tenant.
Lessor	300(1)(b)	Power to form a belief on reasonable grounds that a tenant is likely to cause further damage or injury for which a termination order may be sought.
Lessor	300(2)	Power to apply to a tribunal for an order to restrain a tenant from causing further damage or injury.

***Subdivision 2 – Notices of intention to leave premises given by tenant***

Entity power given to	Section of RTRA	Description
Lessor	308H(2)	In the specified circumstances, power to apply to the tribunal for an order settling aside the notice.

<sup>67</sup> Note: This section commences on 1 October 2022.

<sup>68</sup> Note: This section commences on 1 October 2022.

#### Division 4A – Death of sole tenant

Entity power given to	Section of RTRA	Description
Lessor	324A(1)(b)	Power to give the tenant's personal representative or relative written notice that the agreement ends because of the tenant's death.

#### Division 5 – Procedural requirements for action taken by lessor or tenant

Entity power given to	Section of RTRA	Description
Lessor	325(2)(a)	Power to sign a notice to remedy breach.
Lessor	326(1)(b)	Power to sign a notice to leave premises.
Lessor	333(1)	Power to withdraw a notice to leave for an unremedied breach, if the tenant remedies the breach.
Lessor	333(2)(b)	Power to give a written notice of withdrawal to the tenant.
Lessor	335(1)	In the specified circumstances, the power to make an application to the tribunal for a termination order.

#### Division 8 – Abandonment

Entity power given to	Section of RTRA	Description
Lessor	355(1)	Power to form a belief on reasonable grounds that a tenant has abandoned the premises and to give a notice to the tenant terminating the agreement.
Lessor	357(1)	Power to form a belief on reasonable grounds that the tenant has abandoned premises and to apply to a tribunal for an order under this section.
Lessor	359(1)	In the specified circumstances, the power to apply to a tribunal for an order for compensation.

#### Division 10 – Goods and documents left behind on premises

Entity power given to	Section of RTRA	Description
Former Lessor	363(2)	In the specified circumstances, the power to sell goods left on premises or to dispose of them and to form a reasonable belief on the grounds set out in that section.
Former Lessor	363(4)	Power to sell goods that are not reclaimed in the circumstances in that subsection.

### Part 2 – Ending of rooming accommodation agreements

#### Division 1 – General

Entity power given to	Section of RTRA	Description
Provider	366(a)	In the specified circumstances, the power to enter into an agreement with the resident to end the rooming accommodation agreement.

Provider	366(b)	Power to give the resident a notice requiring the resident to leave the rental premises.
Provider	366(c)	Power to give a notice under this part terminating the agreement.

## **Division 2 – Action by provider**

### ***Subdivision 1 – Notices to remedy breach given by provider***

<b>Entity power given to</b>	<b>Section of RTRA</b>	<b>Description</b>
Provider	368(1)	Power to form a reasonable belief that a resident has breached a rooming accommodation agreement and that the breach has not been remedied.
Provider	368(2)	Power to give a resident a notice requiring a resident to remedy the breach.
Provider	368(3)(d)	Power to sign a notice.
Provider	368(4)	Power to form a reasonable belief of the steps necessary to remedy a breach or to avoid a further breach of a rooming accommodation agreement.

### ***Subdivision 2 – Notices to leave given by provider***

<b>Entity power given to</b>	<b>Section of RTRA</b>	<b>Description</b>
Provider	369(1)	In the specified circumstances, the power to give a resident a notice requiring the resident to leave the premises.
Provider	369(2)(d)	Power to sign a notice.
Provider	369(5)	Power to withdraw a notice at any time before a resident leaves.
Provider	370(1)	In the specified circumstances, the power to give a resident a written notice requiring the resident to leave the rental premises if the provider reasonably believes the circumstances of that subsection exist.
Provider	370(2)(b)	Power to sign a notice.
Provider	371	Power to give a resident a notice requiring the resident to leave premises in the circumstances prescribed in that subsection.
Provider	371(3)(d)	Power to sign the notice.
Provider	371A(2)	Power to give a resident a notice requiring the resident to leave the rental premises. <sup>69</sup>
Provider	371B(1)	Power to give a resident a notice requiring the resident to leave the rental premises if the provider requires the premises to be vacant for planned demolition or redevelopment. <sup>70</sup>
Provider	371C(1)	In specified circumstances, power to give a resident a notice requiring the resident to leave the premises. <sup>71</sup>
Provider	371D(1)	In the specified circumstances, power to give a resident a notice requiring the resident to leave the rental premises.

<sup>69</sup> Note: This section commences on 1 October 2022.

<sup>70</sup> Note: This section commences on 1 October 2022.

<sup>71</sup> Note: This section commences on 1 October 2022.

Provider	371E(2)	Power to give the resident a notice requiring the resident to leave the rental premises if the resident stops being a student.
Provider	372(2)	Power to give the resident a notice requiring the resident to leave the rental premises at the end of the rooming accommodation agreement. <sup>72</sup>
Provider	374(1)	In the specified circumstances, the power to give a notice to a resident requiring the resident to leave the rental premises.
Provider	374(2)(d)	Power to sign the notice.
Provider	375(2)	In the specified circumstances, the power to use reasonable and necessary force to remove a resident and the resident's property from rental premises.
Provider	375(4)	Power, for the purpose of exercising a power under subsection (2), to enter a resident's room.

## **Division 2 – Action by provider**

### ***Subdivision 3 – Applications for termination by provider***

<b>Entity power given to</b>	<b>Section of RTRA</b>	<b>Description</b>
Provider	376(2)	Power to apply to a tribunal for a termination order.
Provider	377(1)	Power to apply to a tribunal for an order terminating a fixed term agreement on the grounds of excessive hardship if the agreement were not terminated.

## **Division 3 – Action by resident**

### ***Subdivision 2A – Domestic violence***

<b>Entity power given to</b>	<b>Section of RTRA</b>	<b>Description</b>
Provider	381E(3)	Power to give a notice stating the matter the matters in subparagraphs (a) to (c).
Provider	381H(2)	Power to apply to the tribunal for an order setting aside the notice because it does not comply with section 381B.

## **Division 4A – Death of sole resident**

<b>Entity power given to</b>	<b>Section of RTRA</b>	<b>Description</b>
Provider	387A(1)(b)	Power to give the resident's personal representative or relative written notice that the agreement rooming accommodation agreement ends.

## **Division 5 – Procedural requirements and orders of tribunal**

<b>Entity power given to</b>	<b>Section of RTRA</b>	<b>Description</b>
Provider	388(1)	In the specified circumstances, the power to apply to a tribunal for a termination order.
Provider	393(2)	Power to form a reasonable belief that property is perishable or of market value less than the amount prescribed under

<sup>72</sup> Note: This amendment commences on 1 October 2022.

		regulation, or, the storage of goods would be unhealthy or unsafe.
Provider	393(5)	Power to form a reasonable belief that the market value of property is less than the amount prescribed under a regulation and donate the property to a charity instead of selling it under subsection (4)(b).
Provider	395(3)	Power to make an application to the public trustee to pay an amount to the provider from the unclaimed monies fund kept under the <i>Public Trustee Act 1978</i> .

## CHAPTER 6 – DISPUTE RESOLUTION

### Part 1 – Conciliation process for residential tenancy disputes and rooming accommodation disputes

#### Division 3 – Starting the conciliation process

Entity power given to	Section of RTRA	Description
Lessor	402(1)	Power to make a request to the authority to try to resolve a tenancy dispute.
Lessor	402(2)	Power to make a request to the authority to try to resolve a rooming accommodation dispute.

#### Division 4 – Conduct of conciliation process

Entity power given to	Section of RTRA	Description
Parties to Dispute	405(1)	Power to conduct the parties' case on own behalf.
Parties to Dispute	405(2)	In the specified circumstances, the power to represent the party in the conciliation process.
Parties to Dispute	408(2)	Power to agree with another party in dispute to resolve the dispute.

#### Division 5 – Withdrawal of disputes

Entity power given to	Section of RTRA	Description
Party in Dispute	410(1)	Power to give a written notice to an authority withdrawing a dispute resolution request.

### Part 2 - Application to tribunals

#### Division 3 – General powers of tribunals

Entity power given to	Section of RTRA	Description
Person	418(1)	In the specified circumstances, the power to apply to a tribunal for an order.
Lessor / Provider	419(1)	In the specified circumstances, the power to apply to a tribunal for an order it considers appropriate to resolve general disputes between lessors and tenants or providers and residents.
Lessor	419(2)	Power to apply to a tribunal for an order about a breach of agreement

Lessor	424(1)	In the specified circumstances, the power to apply to a tribunal for an order about tenants' notices.
Lessor / Provider	429(1)	In the specified circumstances, the power to apply to the tribunal for an order to resolve a dispute.

### CHAPTER 8 – CAUSING NUISANCE IN MOVEABLE DWELLING PARKS

Entity power given to	Section of RTRA	Description
Owner of a moveable dwelling park	455(1)	Power to apply to a tribunal for an order excluding a person from the park because of the person's behaviour in the park.
Owner of a moveable dwelling park	455(3)	In the specified circumstances, the power to give a written notice of application to a person.

### CHAPTER 13A – MATTERS RELATING TO PARTICULAR LEASES BY THE STATE AND COMMUNITY HOUSING PROVIDERS

Entity power given to	Section of RTRA	Description
Lessor / Community Housing Provider	527D(1)	In the specified circumstances, the power to give a written notice to a tenant to require the tenant to give a written undertaking.
Lessor / Community Housing Provider	527D(4)	In the specified circumstances, the power to enter into an acceptable behaviour agreement with a tenant.
Lessor / Community Housing Provider	527E(1)	In the specified circumstances, the power to apply to the tribunal for a termination order.

## LIMITATIONS TO THE EXERCISE OF POWER

7. Where Council in its budget or by resolution allocates an amount for the expenditure of Council funds in relation to a particular matter, in exercising delegated power in relation to that matter, the delegate will only commit Council to reasonably foreseeable expenditure up to the amount allocated.
8. The delegate will not exercise any delegated power in relation to a matter which, to the delegate's knowledge, adversely affects, or is likely to adversely affect, Council's relations with the public at large.
9. The delegate will not exercise any delegated power contrary to a resolution or other decision of Council (including a policy decision relating to the matter).
10. The delegate will not exercise any delegated power in a manner, or which has the foreseeable effect, of being contrary to an adopted Council policy or procedure.
11. The delegate will only exercise a delegated power under this resolution in a manner which complies with the requirements of Council's Planning Scheme, and any exercise of power which involves a departure from or variation of those requirements will only be undertaken by Council.
12. The delegate will not exercise any delegated power which cannot lawfully be the subject of delegation by Council.

[2021 10 20 - RTRA - Sub-Delegation Instrument]

### Conditions imposed on all Delegations

1. Delegated powers must be read in the context of other powers and subject to conditions stipulated therein;
2. Delegated powers must be exercised consistently with the provisions of Local Government Acts or Regulations, Council Policies and Procedure, Local Laws and Subordinate Local Laws;
3. Any decisions must be made within the financial delegation of the delegate;
4. The delegate shall not give Council opinions and if opinions are to be provided, may only provide personal opinions of the delegate, not in an official capacity as an employee of the Council;
5. Delegated powers only apply to the delegate to the extent that they relate to a delegate's scope of duties as particularised in the Position Description pertaining to that delegate, or as otherwise approved in writing by the CEO or by Council Policy;
6. A delegate may not sub-delegate a power provided for in this Register to a subordinate staff member without the express written consent of the Chief Executive Officer or under a Policy or Procedure adopted by Council;
7. Any power that is not delegable under a Local Government Act or Regulation, shall not be delegable under this instrument;
8. All delegations are subject to conditions imposed in the original delegation to CEO contained in the Instrument of Delegations of Local Government;

9. Whilst exercising a power, the delegate must take into account Ailan Kastom as defined in section 6 of the *Torres Strait Islander Land Act 1991* (Qld); and
10. All Powers delegated to the Chief Executive Officer in this Instrument shall be subject to prior Council consultation where exercise of such Power in all reasonable likelihood shall:
  - 
  - a. impact on land and/or sea; and/or
  - b. involve payment of compensation regarding land; and/or
  - c. require a budget amendment.

# **INSTRUMENT OF DELEGATION**

## **Torres Strait Island Regional Council** ***Water Supply (Safety and Reliability) Act 2008 ("WSSR")***

Under section 257 of the *Local Government Act 2009*, Torres Strait Island Regional Council resolves to delegate the exercise of the powers contained in Schedule 1 to the Chief Executive Officer.

These powers must be exercised subject to the limitations contained in Schedule 2.

All prior resolutions delegating the same powers to the Chief Executive Officer are repealed.

**Water Supply (Safety and Reliability) Act 2008 ("WSSR")****CHAPTER 2 – INFRASTRUCTURE AND SERVICE****Part 3 – Service providers****Division 1 – Regulation of service providers****Subdivision 1 – Application for registration**

Entity power given to	Section of WSSR	Description
Service Provider	20(1)	Power to apply for registration as a service provider.
Relevant Infrastructure Owner	21(1)(c)(ii)	Power to give written consent.

**Subdivision 2 – Changing registration details**

Entity power given to	Section of WSSR	Description
Water Service Provider	23(1)	Power to apply to change the service provider's details of registration in the service provider register.
Water Service Provider	23A(2)	In the specified circumstances, power to give the regulator notice of the change in the approved form.

**Subdivision 3 – Transferring registration**

Entity power given to	Section of WSSR	Description
Current Infrastructure Owner	25A(1)	In the specified circumstances, power to give the regulator notice (the <b>transfer notice</b> ) of the proposed transfer.

**Subdivision 4 – Cancelling registration other than for transfer**

Entity power given to	Section of WSSR	Description
Water Service Provider	26(2)	Power to give notice of the possible stoppage.
Water Service Provider	26(8)	In the specified circumstances, power to give notice of the stoppage.
Water Service Provider	28(1)	In the specified circumstances, power to apply to the regulator to have the provider's registration cancelled.
Water Service Provider	28(4)(b)	In the specified circumstances, power to verify information included in the application, or the additional information provided under section 28(4)(a), by statutory declaration.

### Division 2 – General powers of service providers and authorised persons

Entity power given to	Section of WSSR	Description
Water Service Provider	33(2)	In the specified circumstances, power to give a person a notice asking the person stated in the notice, why the person's unauthorised connection should not be disconnected.
Water Service Provider	33(4)	In the specified circumstances, power to be satisfied regarding whether an unauthorised connection should be disconnected.
Water Service Provider	34(2)	In the specified circumstances, power to give an owner a notice to do work within a reasonable time stated in the notice, to: <ul style="list-style-type: none"> <li>(a) rectify the equipment; or</li> <li>(b) remove the vegetation or other thing.</li> </ul>
Water Service Provider	35(1)	Power to decide the position of a meter on infrastructure supplying water to premises, and to approve the installation of that meter in the position decided.
Water Service Provider	36(2)(b)	In the specified circumstances, power to give an occupier at least 14 days notice of the entry and the purpose of the entry.
Water Service Provider	36(2)(c)	In the specified circumstances, the power to decide that urgent action needs to be taken to protect the service providers infrastructure at the place.

### Division 3 – Power to restrict water supply

Entity power given to	Section of WSSR	Description
Water Service Provider <u>outside the SEQ Region</u>	41(1) <sup>1</sup>	Power to consider it necessary, to restrict: <ul style="list-style-type: none"> <li>(a) the volume of water taken by or supplied to a customer or type of customer; or</li> <li>(b) the hours when water may be used on premises for stated purposes; or</li> <li>(c) the way water may be used on premises.</li> </ul>
Water Service Provider	41(3)	Power to apply a restriction imposed under section 41(1) to water taken from a rainwater tank connected to the service provider's reticulated supply.
Water Service Provider	43(1)	Power to give notice of a service provider water restriction to anyone affected by it in the way you consider appropriate having regard to the circumstances in which the service provider water restriction is imposed.
Water Service Provider	44(1)	Power to shut off a water supply to premises for a time reasonably necessary for work to be performed on the service provider's infrastructure, including a property service.
Water Service Provider	44(2)	In the specified circumstances, power to give to anyone likely to be affected by shutting off the water supply at least 48 hours notice of the intention to shut off the water supply, advising the reasons for shutting it off, and for how long it will be shut off.
Water Service Provider	44(3)	In the specified circumstances, power to shut off water supply, without notice, if there is: <ul style="list-style-type: none"> <li>(a) a serious risk to public health;</li> </ul>

<sup>1</sup> The power to impose such a restriction is only available if it is made under one of the circumstances specified in Section 41(2).

		(b) a likelihood of serious injury to persons or damage to property; or (c) another emergency.
Water Service Provider	44(4)	In the specified circumstances power to give, to anyone likely to be affected by the action: (a) notice of the action; and (b) the reasons for the action; and (c) if the action is continuing when the notice is given - notice about how long the action will continue.

#### Division 4 – Authorised persons

Entity power given to	Section of WSSR	Description
Service Provider	45(1)	Power to appoint a person to be an authorised person if: (a) satisfied the person has the necessary expertise or experience to be an authorised person; or (b) the person has satisfactorily finished training approved by the service provider.
Service Provider	45(2)	Power to be satisfied that the person: (a) can perform the functions of an authorised person safely; and (b) can, while performing those functions, mitigate any risks to public health and safety.

#### Division 6 – Water efficiency management plans

Entity power given to	Section of WSSR	Description
Water Service Provider	52(2)	Upon written direction of the Chief Executive, under section 52(1) power to give a customer, or type of customer, a written notice: (a) to prepare a plan (a <b><i>water efficiency management plan</i></b> ); and (b) to give it to the water service provider within the reasonable time stated by the Chief Executive.
Water Service Provider	52(3)(a)	In the specified circumstances, power to give a customer, or type of customer, a written notice, to prepare a plan (also a <b><i>water efficiency management plan</i></b> ).
Water Service Provider	52(3)(b)	Power to decide the reasonable period within which the customer, or type of customer, must provide the plan (also a <b><i>water efficiency management plan</i></b> ).
Water Service Provider	54(1)	For deciding whether or not to approve a water efficiency management plan, power to require the customer to give additional information about the plan within a reasonable period.
Water Service Provider	54(2)	Power to approve, with or without conditions, or refuse to approve a water efficiency management plan: (1) if additional information is not required – within 60 business days after receiving the plan; or (2) if additional information is required – within 60 business days of when the information is received or should have been given, whichever is earlier.

Water Service Provider	54(3)	In the specified circumstances, power to give the customer an information notice.
Water Service Provider	54(5)	Power to extend the period of 20 business days mentioned in section 54(4).
Water Service Provider	57(2)	Upon the direction of the Chief Executive, power to give a customer, or type of customer, a written notice requiring the customer to: <ul style="list-style-type: none"> <li>(a) amend an approved water efficiency management plan and give it to the water service provider within the reasonable time stated by the Chief Executive; or</li> <li>(b) prepare a new water efficiency management plan and give it to the water service provider within the reasonable time stated by the Chief Executive.</li> </ul>
Water Service Provider	58(1)	Power to be satisfied that: <ul style="list-style-type: none"> <li>(a) for a customer, or a type of customer, production output or water consumption has increased significantly; or</li> <li>(b) the cost effectiveness of implementing an approved water efficiency management plan is likely to have changed significantly; or</li> <li>(c) there is or there is likely to be a severe water supply shortage.</li> </ul>
Water Service Provider	58(2)	Subject to being satisfied under section 58(1), power to give the customer a written notice requiring the customer to: <ul style="list-style-type: none"> <li>(a) amend the plan and give it to the water service provider within the reasonable time stated by the water service provider; or</li> <li>(b) prepared a new water efficiency management plan and give it to the water service provider within the reasonable time stated by the water service provider.</li> </ul>
Water Service Provider	59(2)	Power to decide a request from a customer under section 59(1).
Water Service Provider	60(1)	Power to be satisfied or reasonably believe that a customer to whom an approved water efficiency management plan applies has not complied with the plan.
Water Service Provider	60(2)	In the specified circumstances, power to give the customer a notice, requiring the customer to comply with the plan within the reasonable time stated in the notice.
Water Service Provider	61(1)	Power to ensure a customer to whom an approved water efficiency management plan applies reviews the plan when the water service provider considers it appropriate.

**Part 4 –**

**Service providers obligations**

**Division 1 – Drinking water quality management**

***Subdivision 2 – Drinking water quality management plans***

<b>Entity power given to</b>	<b>Section of WSSR</b>	<b>Description</b>
Drinking Water Service Provider	95(1)	Power to apply to the regulator for approval of a drinking water quality management plan.
Drinking Water Service Provider	99A(1)	In certain circumstances, power to agree with the regulator to amend the providers approved drinking water quality management plan.

Drinking Water Service Provider	100(2)	Power to apply to the regulator for approval of a proposed amended drinking water quality management plan.
Drinking Water Service Provider	102(2)	Power to inform the regulator of noncompliance and the circumstances that gave rise to the noncompliance.
Drinking Water Service Provider	102(3)	Power to give the regulator notice of the following in the approved form: (a) the noncompliance and the circumstances that gave rise to the noncompliance; (b) any action taken, or to be taken, by the provider to correct the noncompliance; and (c) the measures the provider will take to prevent the noncompliance in the future.
Drinking Water Service Provider	102A(2)	In the specified circumstances, power to immediately inform the regulator of the prescribed incident.
Drinking Water Service Provider	102A(3)	In the specified circumstances, power to give the regulator notice of the following in the approved form: (a) the prescribed incident and the circumstances that gave rise to the incident; (b) any action taken, or to be taken, by the provider relating to the prescribed incident; and (c) the measures the provider will take to prevent the prescribed incident happening again in the future.
Drinking Water Service Provider	103(2)	Power to give a notice to the owner of water storage or other infrastructure to ask the owner to give the drinking water service provider information reasonably requested about the quality of water in the water storage or infrastructure.
Service Provider	107(2)(b)	In the specified circumstances, power to apply to the regulator for approval of an amended plan.
Service provider	109(1)	Power to sign a statutory declaration on behalf of the service provider.

### Division 3 – Customer service standards

Entity power given to	Section of WSSR	Description
Service Provider	115(3)	Power to consider submissions made to the provider about the proposed customer service standard.

### Division 5 – Reporting for particular financial years

Entity power given to	Section of WSSR	Description
Service Provider	142(2)(a)	Power to prepare a drinking water quality management plan report.
Service Provider	142(2)(b)	Power to give the regulator a copy of the drinking water quality management plan report.
Relevant infrastructure owner	142C(2)	In the specified circumstances, power to provide written agreement to a drinking water quality management plan report.

### Division 6 – Water for fire fighting

Entity power given to	Section of WSSR	Description
Service Provider	145(1)	Power to permit a person to take water from a fire fighting system or a service provider's hydrant.

### Part 5 – Service areas

#### Division 3 – Access to services in service areas

Entity power given to	Section of WSSR	Description
Service Provider	166(3)	In the specified circumstances, power to impose conditions on the installation of water storage tanks and pumps.

#### Division 4 – Connecting to particular registered services

Entity power given to	Section of WSSR	Description
Service Provider	167(2)	In the specified circumstances, power to advise an owner of any work that is considered reasonably necessary to be carried out on premises and any reasonable connection fee to enable the premises to be connected to the infrastructure.
Service Provider	168(1)	Power to, by notice given to the owner of premises in the service area, require the owner to carry out works for connecting the premises to a registered service.
Service Provider	168(2)(c)	In the specified circumstances, power to agree to an extension of the period within which the work must be completed.

#### Division 5 – Restricting domestic water supply

Entity power given to	Section of WSSR	Description
Service Provider	169(1)	Power to give a notice to an owner or occupier of domestic premises not to contravene a restriction or to pay a rate or charge for a service.
Service Provider	169(2)	Power to decide the minimum level of water necessary for the health and sanitation purposes of the owner or occupier.

### Part 6 – Trade waste and seepage water approvals

Entity power given to	Section of WSSR	Description
Sewerage Service Provider	180(1)	In the specified circumstances, power to give a person: <ul style="list-style-type: none"> <li>(a) an approval to discharge trade waste (a <b>trade waste approval</b>) into Council's sewerage infrastructure; and</li> <li>(b) an approval to discharge seepage water (a <b>seepage water approval</b>) into Council's sewerage infrastructure.</li> </ul>
Sewerage Service Provider	180(3)	Power to consider the effect of the proposed discharge on any existing or potential re-use of waste water or sludge.
Sewerage Service Provider	180(4)	Power to be satisfied: <ul style="list-style-type: none"> <li>(a) having regard to the amount, type and strength of the proposed discharge, the discharge will not harm the</li> </ul>

		sewerage or the health and safety of anyone working on the sewerage; and (b) the sewage treatment plant to treat the discharge is capable of treating the discharge to an acceptable standard.
Sewerage Service Provider	180(5)	In the specified circumstances, power to be satisfied the proposed discharge into the sewerage is consistent with the plan.
Sewerage Service Provider	181(1)	Power to give a trade waste approval or seepage water approval on conditions.
Sewerage Service Provider	182	Power to suspend or cancel a trade waste approval or a seepage water approval (the <b>proposed action</b> ) if satisfied any of the specified circumstances applies.
Sewerage Service Provider	183(1)	In the specified circumstances, power to give an approval holder a show cause notice about the proposed action.
Sewerage Service Provider	183(2)	Power to consider submissions made in response to a show cause notice, to be satisfied the proposed action should be taken, and then to: (a) if the proposed action was to suspend the approval for a stated period - suspend the approval for not longer the proposed suspension period; or (b) if the proposed action was to cancel the approval - either cancel the approval or suspend it for a period.
Sewerage Service Provider	183(3)	In the specified circumstances, power to give the approval holder an information notice about the decision.
Sewerage Service Provider	183(4)	Power to consider any submissions and, if not satisfied the proposed action should be taken, the power to give the approval holder a notice about the decision.
Sewerage Service Provider	184(1)	In the specified circumstances, power to suspend or cancel an approval without giving a show cause notice, if further action is considered necessary: (a) in the interests of public health or safety; or (b) to prevent environmental harm; or (c) to prevent damage to Council's sewerage system.
Sewerage Service Provider	184(2)	In the specified circumstances, power to cancel a trade waste approval given by the sewerage service provider.
Sewerage Service Provider	184(3)	In the specified circumstances, power to give the approval holder an information notice about the action.
Sewerage Service Provider	185(2)	Power to give a notice to the approval holder to amend a trade waste approval to ensure that it is consistent with conditions mentioned in section 185(1)(a).

## Part 7 – Offences

Entity power given to	Section of WSSR	Description
Service Provider	191	Power to give written consent to a person connecting to, or disconnecting from, the service provider's infrastructure.
Service Provider	192(1)	Power to give written consent to a person interfering with a service provider's infrastructure.
Service Provider	192(2)	Power to give written consent to a person building over, interfering with access to, increasing or reducing the cover over, or changing the surface of land in any way causing ponding of

		water over an access chamber for, a service provider's infrastructure.
Service Provider	193(3)	Power to give written consent to a person discharging water from an ornamental pond, a swimming pool or the filtration system of a swimming pool into a service provider's infrastructure.
Service Provider	195(1)	Power to give written approval to a person taking water from a service provider's infrastructure.
Service Provider	195(2)	In the specified circumstances, power to give written approval to a person taking water from a supply pipe on premises for use off the premises.

## CHAPTER 3 – RECYCLED WATER MANAGEMENT

### Part 1A – Recycled water schemes

#### Division 1 – Registration

Entity power given to	Section of WSSR	Description
Relevant entity for a recycled water scheme	196AA(1)	Power to apply for registration of the scheme.

#### Division 2 – Changing registration details

Entity power given to	Section of WSSR	Description
Relevant entity for a recycled water scheme which is registered under Chapter 3, Part 1A, Division 2	196AD(1)	Power to apply to change the details of the registration recorded in the register.
Relevant entity for a recycled water scheme which is registered under Chapter 3, Part 1A, Division 2	196AE(1)	Power to apply to cancel the registration if the recycled water is no longer supplied under the scheme.

### Part 2 – Recycled water management planning

Entity power given to	Section of WSSR	Description
Recycled Water Provider	202(1)	Power to apply to the regulator for approval of a recycled water management plan.
Recycled Water Provider	203(1)(b)	Power to sign a statutory declaration verifying the information included in the plan, or any additional information given under section 203(1)(a).
Recycled Water Provider	208(2)	Power to give regulator notice of a stoppage or proposed stoppage of the production or supply of recycled water, in accordance with the circumstances of that section.
Recycled Water Provider	208(5)	Power to, as soon as practicable, give the regulator notice of the stoppage or proposed stoppage of the production or supply

		of recycled water under a scheme and otherwise in the circumstances of that section.
Recycled Water Provider	209(1)	Power to obtain the regulator's agreement to amend the recycled water management plan for the scheme.
Recycled Water Provider	212(2)	Power to apply to the regulator for approval of the proposed amended recycled water management plan.
Recycled Water Provider	212(3)	Power to exercise the delegable powers (if any) contained in sections 202(2), (3) and (4), and sections 203 to 208 as if a reference in the sections to: (a) the recycled water management plan were a reference to the amended recycled water management plan; and (b) the plan were a reference to the amended plan.
Relevant entity for the recycled water scheme	215(1)	If a recycled water management plan has been suspended, power to apply to the regulator for an approval to resume supply of recycled water under the scheme.
Recycled Water Provider	215(3)	Power to exercise the delegable powers (if any) contained in sections 203 and 204 as if a reference in the sections to: (a) the recycled water management plan were a reference to the suspended recycled water management plan; and (b) the plan were a reference to the suspended plan.
Recycled Water Provider	215(7)	Power to exercise the delegable powers (if any) contained in sections 202(2), (3) and (4), and sections 203 to 208 as if a reference in the sections to: (a) the recycled water management plan were a reference to the amended recycled water management plan; and (b) the plan were a reference to the amended plan.

### **Part 3 – Notice about permanently stopping supply of recycled water**

<b>Entity power given to</b>	<b>Section of WSSR</b>	<b>Description</b>
Recycled Water Provider	230(2)	Power to give a notice to the regulator of a proposed stoppage at least 30 days before the supply of recycled water is stopped.
Relevant entity for the critical recycled water scheme (if relevant)	230(4)	Power to give the regulator notice of the proposed stoppage at least 60 days before supply of the recycled water is stopped.
Relevant entity for the critical recycled water scheme (if relevant)	230(6)(b)	Power to sign a statutory declaration verifying the information included in the notice, or any additional information given under section 230(6)(a).
Recycled Water Provider	230(9)	Power to give the regulator notice of a stoppage of recycled water under recycled water scheme within 5 days after the supply stops.

### **Part 4 – Validation Programs**

**[This part applies to a recycled water scheme if recycled water is proposed to be supplied under the scheme to augment a supply of drinking water.]**

<b>Entity power given to</b>	<b>Section of WSSR</b>	<b>Description</b>
Recycled Water Provider	237(1)	Power to apply to the regulator for approval of a validation program.

Relevant entity for the critical recycled water scheme (if relevant)	238(1)(b)	Power to sign a statutory declaration verifying the information included in the program, or any additional information given under section 238(1)(a).
Relevant Entity	242(2)	Power to apply to the regulator for approval of the proposed amended validation program.
Recycled Water Provider	242(3)	Power to exercise the delegable powers (if any) contained in sections 237(2) and sections 238 to 241 as if a reference in the sections to: (a) the validation program were a reference to the amended validation program; and (b) the program were a reference to the amended program.

## Part 6 – Reviews and audits of recycled water management plans

Entity power given to	Section of WSSR	Description
Recycled Water Provider	259(2)(b)	In the specified circumstances, power to apply to the regulator for approval of the amended plan.
Scheme Manager	259(4)	In the specified circumstances, power to apply to the regulator for approval of the amended recycled water management plan for the scheme.
Recycled Water Provider	259(6)	Power to exercise the delegable powers (if any) contained in sections 202(2), (3) and (4), and sections 203 to 208 as if a reference in the sections to: (a) the recycled water management plan were a reference to the amended recycled water management plan; and (b) the plan were a reference to the amended plan.

## Part 7 – Reporting requirements

### Division 4 – Connecting to registered services

Entity power given to	Section of WSSR	Description
Alerting entity	270(2)	In the specified circumstances, power to immediately inform the regulator and, if another entity is the responsible entity for the noncompliance, the responsible entity, of the noncompliance and the circumstances that gave rise to the noncompliance.
Responsible entity for the non-compliance	270(4)	Power to give the regulator notice of the following: (a) the noncompliance and the circumstances that gave rise to the noncompliance; (b) any action taken, or to be taken, by the entity to correct the noncompliance; and (c) the measures the entity will take to prevent the noncompliance in the future.
Alerting entity	271(2)	In the specified circumstances, power to immediately inform the regulator and, if another entity is the responsible entity for prescribed incident, the responsible entity, of the prescribed incident.
Alerting entity	271(4)	In the specified circumstances, power to give the regulator notice of: (a) the prescribed incident and the circumstances that gave rise to the prescribed incident;

		(b) any action taken, or to be taken, by the entity relating to the prescribed incident; and (c) the measures the entity will take to prevent the prescribed incident happening again in the future.
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**Part 8 – Declaration of critical recycled water schemes**

Entity power given to	Section of WSSR	Description
Entity to whom a notice of the regulator's intention to make a decision	303(4)(e)	Power to give the regulator a notice about who the provider and entities agree is the scheme manager.
Relevant entity for a critical recycled water scheme	306(1)	Power to considers the scheme should not be a critical recycled water scheme, and to ask the regulator to review the making of the declaration.
Recycled water providers / entity declared to be part of the scheme	307(2)	In the specified circumstances, power to give the regulator notice of who is the scheme manager.

**Part 10 – Miscellaneous**

Entity power given to	Section of WSSR	Description
Scheme manager for a multiple-entity recycled water scheme	333(2)	In the specified circumstances, power to, by notice, require a recycled water provider or other declared entity for the scheme to give the scheme manager, within a stated reasonable period, information the scheme manager reasonably requires to comply with the scheme manager's obligations under this Act.

**CHAPTER 4 – REFERABLE DAMS AND FLOOD AND DROUGHT MITIGATION**

**Part 1 – Referrable dams**

**Division 2A – Emergency action planning and reporting**

***Subdivision 1 – Preliminary***

Entity power given to	Section of WSSR	Description
Owner of a referable dam	352F	Power to prepare an emergency action plan for a dam under subdivision 3 and to give it to the Chief Executive for approval.

***Subdivision 3 – Preparation of emergency actions plans***

Entity power given to	Section of WSSR	Description
Local Government	352HB(1)	Power to assess and decide whether the emergency action plan is consistent with its disaster management plan.
Local Government	352HB(2)	Power to consult with its local group for the plan.

### **Subdivision 6 – Reviewing emergency action plans**

<b>Entity power given to</b>	<b>Section of WSSR</b>	<b>Description</b>
Owner of a referable dam	352O(2)(c)(ii)	Power to give an emergency action plan for a dam to the Chief Executive.
Owner of a referable dam	352P	The power, before 1 October each year to: <ul style="list-style-type: none"> <li>(a) review the approved emergency action plan for the dam; and</li> <li>(b) give to the Chief Executive: <ul style="list-style-type: none"> <li>(i) a notice stating whether or not the owner proposes an amendment to the plan because of the review; and</li> <li>(ii) if the owner proposes an amendment – a copy of the plan including the proposed amendment.</li> </ul> </li> </ul>

### **Subdivision 7 – Amending emergency action plans**

<b>Entity power given to</b>	<b>Section of WSSR</b>	<b>Description</b>
Owner of a referable dam	352Q(1)	Power to ask the Chief Executive to amend the approved emergency action plan for the dam to: <ul style="list-style-type: none"> <li>1.1 correct a minor error; or</li> <li>1.2 make another change that is not a change of substance.</li> </ul>

### **Subdivision 9 – Emergency event reporting**

<b>Entity power given to</b>	<b>Section of WSSR</b>	<b>Description</b>
Owner of referable dam	352T(2)	Power to prepare a report (an <b>emergency event report</b> ) and to give it to the Chief Executive.
Owner of referable dam	352T(2)(a)	Power to consider when the dam hazard giving rise to the event is no longer a material risk to persons or property.
Owner of referable dam	352T(2)(b)	Power to agree a further period in writing with the Chief Executive.
Owner of referable dam	352U(3)	Power to prepare a report (an <b>emergency event interim report</b> ) and to give it to the Chief Executive officer in accordance with section 352U(2).

### **Division 3 – Safety conditions for existing referable dams**

<b>Entity power given to</b>	<b>Section of WSSR</b>	<b>Description</b>
Owner of a referable dam	354(3)(b)	Power to agree with the Chief Executive, an extended period for deciding safety conditions.

### **Subdivision 2 – Chief Executive may give direction or take action about failure of dam**

<b>Entity power given to</b>	<b>Section of WSSR</b>	<b>Description</b>
Owner of land on which a dam is situated / operator of a dam	359(3)	Power to comply with a notice issued under section 359(1).

Owner of land on which a dam is situated / operator of a dam	359(4)	Power to give to the Chief Executive officer, a notice that the person intends to remove the dam.
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**Part 2 – Flood mitigation manuals and reporting**

**Division 2 – Preparation of flood mitigation manuals**

Entity power given to	Section of WSSR	Description
Owner of a referable dam	371C	Power to prepare a flood mitigation manual for a dam under division 2 and to give it to the minister for approval.

**Division 3 – Approving flood mitigation manuals**

Entity power given to	Section of WSSR	Description
Owner of a referable dam	371H(2)	Power to prepare a new flood mitigation manual and give it to the minister in compliance with a notice given under section 371H.

**Division 4 – Amending and reviewing flood mitigation manuals**

Entity power given to	Section of WSSR	Description
Owner of a referable dam	372(2)	Power to amend a flood mitigation manual for a dam in compliance with a notice issued under section 372(1).
Owner of a referable dam	373	Power to: <ul style="list-style-type: none"> <li>(a) review and, if necessary, update a flood mitigation manual; and</li> <li>(b) give a copy of it to the minister for the minister's approval under division 3.</li> </ul>

**Division 5 – Renewing flood mitigation manuals**

Entity power given to	Section of WSSR	Description
Owner of a referable dam	374(2)	Power to prepare a new flood mitigation manual for a dam and give it to the minister for approval.

**Division 6 – Annual preparedness report**

Entity power given to	Section of WSSR	Description
Owner of a referable dam	375	Power to after 1 August and before 1 September each year: <ul style="list-style-type: none"> <li>(a) prepare a report (an annual preparedness report) under division 6 about the level of preparedness of the dam for a flood event under a flood mitigation manual; and</li> <li>(b) give the report to the Chief Executive.</li> </ul>

### Division 8 – Authorising alternative operational procedures

Entity power given to	Section of WSSR	Description
Owner of a referable dam	378	Power to reasonably consider that: (a) an operational strategy under a flood mitigation manual for a dam does not provide or adequately provide for the flood event; (b) to achieve an objective under the flood mitigation manual and to respond effectively to a flood event that is necessary to: (i) disregard an operational procedure under the manual (the <b>existing procedure</b> ); and (ii) observe a different operational procedure (the <b>alternative procedure</b> ).
Owner of a referable dam	379(1)	Power to give the Chief Executive the information referred to in that section (the <b>authorisation request information</b> ).
Owner of a referable dam	379(2)	Power to give the Chief Executive the authorisation to request information orally.
Owner of a referable dam	379(3)	Power to give the authorisation request information in writing as soon as practicable after giving the Chief Executive the information orally.
Owner of a referable dam	381(1)	Power to make reasonable efforts to contact the Chief Executive to give the Chief Executive the authorisation request information for the alternative procedure.
Owner of a referable dam	381(4)	Power to, as soon as practicable after failing to contact, or losing contact with, the Chief Executive, record the authorisation request information in writing and give it to the Chief Executive.
Owner of a referable dam	381(6)	Power to form the reasonable belief that the Chief Executive is no longer able to respond to the owner for the purpose of subsection (2).

### Division 9 – Flood event reporting

Entity power given to	Section of WSSR	Description
Owner of a referable dam	383(2)	Power to prepare a report (a <b>flood event report</b> ) under division 9 and give it to the Chief Executive.
Owner of a referable dam	383(2)(b)	Power to agree to a further period in writing with the Chief Executive.
Owner of a referable dam	384(3)	Power to comply with a notice given to the owner of the dam under section 384(2).

### Part 4 – Reducing full supply level for safety purposes

Entity power given to	Section of WSSR	Description
Dam Owner	399B(1)	Power to form the belief, based on the advice of a registered professional engineer, that there is an unacceptable risk of a failure of a dam if it operates at the full supply level stated in the resource operations licence for the dam.
Owner	399B(2)	Power to reduce the full supply level of the dam to the level (the <b>reduced full supply level</b> ) that lowers the risk of a failure of

		the dam to a level acceptable to the owner, having regard to the advice of the registered professional engineer.
Owner	399B(4)	Power to consider and include in a notice: 1.1 the reasons why it is necessary to operate the dam at the reduced full supply level; and 1.2 the period for which it is necessary to operate the dam at the reduced supply level.
Owner	399C(3)(a)	Power to decide and include in a report when the owner intends to allow the dam to return to the full supply level stated in the resource operations licence for the dam.
Service Provider	399C(3)(b)	Power to consider and decide and include in a report: i. the impacts the reduced full supply level has had on the provider's customers since its reduction; ii. the likely future impacts on customers for the period for which the provider proposes to keep the dam at a reduced full supply level; and iii. the impacts the reduced full supply level has had or is likely to have on achieving the water plan outcomes for a water plan under the Water Act.

## CHAPTER 5 – INVESTIGATIONS AND ENFORCEMENT MATTERS

### Part 5A – Particular provisions to monitor relevant service providers

#### Division 2 – Improvement plans

Entity power given to	Section of WSSR	Description
Service Provider	446(2)	Power to make an improvement plan.
Service Provider	447	Power to make an improvement plan.

### Part 8 – Notices of cost recovery

#### Division 1 – Show cause notices

Entity power given to	Section of WSSR	Description
Person given a show cause notice, or a copy of a show cause notice	463(1)(d)	Power to make submissions about the show cause notice.

### Part 9 – Enforcement proceeding

Entity power given to	Section of WSSR	Description
Service Provider	475(2)(b) and (c)	Power to start a proceeding for a stated provision.
Service Provider	475(5)	Power to give the Chief Executive notice of the proceeding.
Service Provider	476(1)	Power to commence a proceeding for an enforcement order on behalf of the service provider.

## CHAPTER 6 – OFFENCES, EVIDENTIARY MATTERS AND LEGAL PROCEEDINGS

### Part 3 – Legal proceedings for offences

Entity power given to	Section of WSSR	Description
Person / Service Provider	496	Power to give notice to the Chief Executive of a proceeding.
Person	498(1)	Power to commence a proceeding on behalf of the service provider.

## CHAPTER 7 – REVIEWS, APPEALS AND ARBITRATION

### Part 1 – Preliminary

Entity power given to	Section of WSSR	Description
Interested person for an original decision	512(1)	Power to apply for an internal review of an original decision.
Recipient of a submitter notice	513(3)	Power to make written submissions on the internal review application to the reviewer.

### Part 3 – Appeals and external reviews

Entity power given to	Section of WSSR	Description
Interested person who applied for an internal review of the original decision	517(1)	Power to appeal against or apply for an external review of the review decision under this section.

### Part 4 – Arbitration

Entity power given to	Section of WSSR	Description
Interested person who applied an internal review of the original decision	524(2)	Power to, if dissatisfied with a decision, give the authority under the <i>Queensland Competition Authority Act 1997</i> a notice (a <b>dispute notice</b> ) applying for arbitration on the decision.
Application for arbitration	524A(2)	Power to apply for a stay of a review decision to a Court with jurisdiction to hear the proceeding.
Interested person who gave dispute notice	526	Power to withdraw the dispute notice at any time before the authority makes its decision on the dispute.

**CHAPTER 8 – MISCELLANEOUS**

**Part 2 – Relationship with Planning Act**

<b>Entity power given to</b>	<b>Section of WSSR</b>	<b>Description</b>
Person	562(2)	Power to appeal against a decision about the application to the Land Court.

**Part 3 – Other miscellaneous provisions**

<b>Entity power given to</b>	<b>Section of WSSR</b>	<b>Description</b>
Water Service Provider	573	Power to make guidelines to provide guidance to persons about preparing a water efficiency management plan.
Water Service Provider	575(2)(a)	Power to consider that the information in the document is cybersecurity information.
Water Service Provider	575(2A)	Power to consider whether it is appropriate to keep a copy of the document available for inspection by the public at other places.
Water Service Provider	575A(2)	Power to consider that information in the document is cybersecurity information.

**CHAPTER 10 – OTHER TRANSITIONAL PROVISIONS**

**Part 8 – Transitional provisions for *Electricity and Other Legislation Amendment Act 2014***

<b>Entity power given to</b>	<b>Section of WSSR</b>	<b>Description</b>
Administering Authority	670(2)	Power to amend the CSG environmental authority to include public health conditions.
Administering Authority	670(3)	Power to consider an amendment necessary or desirable.
Administering Authority	671(2)	Power to amend the CSG environmental authority to include public health conditions.
Administering Authority	671(3)(a)	Power to consider the amendment necessary or desirable.

## **LIMITATIONS TO THE EXERCISE OF POWER**

2. Where Council in its budget or by resolution allocates an amount for the expenditure of Council funds in relation to a particular matter, in exercising delegated power in relation to that matter, the delegate will only commit Council to reasonably foreseeable expenditure up to the amount allocated.
3. The delegate will not exercise any delegated power in relation to a matter which, to the delegate's knowledge, adversely affects, or is likely to adversely affect, Council's relations with the public at large.
4. The delegate will not exercise any delegated power contrary to a resolution or other decision of Council (including a policy decision relating to the matter).
5. The delegate will not exercise any delegated power in a manner, or which has the foreseeable effect, of being contrary to an adopted Council policy or procedure.
6. The delegate will only exercise a delegated power under this resolution in a manner which complies with the requirements of Council's Planning Scheme, and any exercise of power which involves a departure from or variation of those requirements will only be undertaken by Council.
7. The delegate will not exercise any delegated power which cannot lawfully be the subject of delegation by Council.

[2021 10 20 - WSSR - Delegation Instrument]

### **Conditions imposed on all Delegations**

1. Delegated powers must be read in the context of other powers and subject to conditions stipulated therein;
2. Delegated powers must be exercised consistently with the provisions of Local Government Acts or Regulations, Council Policies and Procedure, Local Laws and Subordinate Local Laws;
3. Any decisions must be made within the financial delegation of the delegate;
4. The delegate shall not give Council opinions and if opinions are to be provided, may only provide personal opinions of the delegate, not in an official capacity as an employee of the Council;
5. Delegated powers only apply to the delegate to the extent that they relate to a delegate's scope of duties as particularised in the Position Description pertaining to that delegate, or as otherwise approved in writing by the CEO or by Council Policy;
6. A delegate may not sub-delegate a power provided for in this Register to a subordinate staff member without the express written consent of the Chief Executive Officer or under a Policy or Procedure adopted by Council;
7. Any power that is not delegable under a Local Government Act or Regulation, shall not be delegable under this instrument;
8. All delegations are subject to conditions imposed in the original delegation to CEO contained in the Instrument of Delegations of Local Government;

9. Whilst exercising a power, the delegate must take into account Ailan Kastom as defined in section 6 of the *Torres Strait Islander Land Act 1991* (Qld); and
10. All Powers delegated to the Chief Executive Officer in this Instrument shall be subject to prior Council consultation where exercise of such Power in all reasonable likelihood shall:
  - 
  - a. impact on land and/or sea; and/or
  - b. involve payment of compensation regarding land; and/or
  - c. require a budget amendment.

# DELEGABLE POWERS UNDER THE WATER SUPPLY (SAFETY AND RELIABILITY) ACT 2008 ("WSSR")

## CHAPTER 2 – INFRASTRUCTURE AND SERVICE

### Part 3 – Service providers

#### Division 1 – Regulation of service providers

##### *Subdivision 1 – Application for registration*

Entity power given to	Section of WSSR	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Service Provider	20(1)	Power to apply for registration as a service provider.				
Relevant Infrastructure Owner	21(1)(c)(ii)	Power to give written consent.				

##### *Subdivision 2 – Changing registration details*

Entity power given to	Section of WSSR	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Water Service Provider	23(1)	Power to apply to change the service provider's details of registration in the service provider register.				
Water Service Provider	23A(2)	In the specified circumstances, power to give the regulator notice of the change in the approved form.				

**Subdivision 3 – Transferring registration**

Entity power given to	Section of WSSR	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Current Infrastructure Owner	25A(1)	In the specified circumstances, power to give the regulator notice (the <b>transfer notice</b> ) of the proposed transfer.				

**Subdivision 4 – Cancelling registration other than for transfer**

Entity power given to	Section of WSSR	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Water Service Provider	26(2)	Power to give notice of the possible stoppage.				
Water Service Provider	26(8)	In the specified circumstances, power to give notice of the stoppage.				
Water Service Provider	28(1)	In the specified circumstances, power to apply to the regulator to have the provider's registration cancelled.				
Water Service Provider	28(4)(b)	In the specified circumstances, power to verify information included in the application, or the additional information provided under section 28(4)(a), by statutory declaration.				

**Division 2 – General powers of service providers  
and authorised persons**

<b>Entity power given to</b>	<b>Section of WSSR</b>	<b>Description</b>	<b>Delegation to the CEO / Date of Resolution</b>	<b>Sub-Delegation to Officers</b>	<b>Date of Sub-Delegation</b>	<b>Limitations and Conditions</b>
Water Service Provider	33(2)	In the specified circumstances, power to give a person a notice asking the person stated in the notice, why the person's unauthorised connection should not be disconnected.				
Water Service Provider	33(4)	In the specified circumstances, power to be satisfied regarding whether an unauthorised connection should be disconnected.				
Water Service Provider	34(2)	In the specified circumstances, power to give an owner a notice to do work within a reasonable time stated in the notice, to: (a) rectify the equipment; or (b) remove the vegetation or other thing.				
Water Service Provider	35(1)	Power to decide the position of a meter on infrastructure supplying water to premises, and to approve the installation of that meter in the position decided.				
Water Service Provider	36(2)(b)	In the specified circumstances, power to give an occupier at least 14 days notice of the entry and the purpose of the entry.				
Water Service Provider	36(2)(c)	In the specified circumstances, the power to decide that urgent action needs to be taken to protect the service providers infrastructure at the place.				

### Division 3 – Power to restrict water supply

Entity power given to	Section of WSSR	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Water Service Provider <u>outside the SEQ Region</u>	41(1) <sup>2</sup>	Power to consider it necessary, to restrict: (a) the volume of water taken by or supplied to a customer or type of customer; or (b) the hours when water may be used on premises for stated purposes; or (c) the way water may be used on premises.				
Water Service Provider	41(3)	Power to apply a restriction imposed under section 41(1) to water taken from a rainwater tank connected to the service provider's reticulated supply.				
Water Service Provider	43(1)	Power to give notice of a service provider water restriction to anyone affected by it in the way you consider appropriate having regard to the circumstances in which the service provider water restriction is imposed.				
Water Service Provider	44(1)	Power to shut off a water supply to premises for a time reasonably necessary for work to be performed on the service provider's infrastructure, including a property service.				
Water Service Provider	44(2)	In the specified circumstances, power to give to anyone likely to be affected by shutting off the water supply at least 48 hours notice of the intention to shut off the water supply, advising the reasons for shutting it off, and for how long it will be shut off.				

<sup>2</sup> The power to impose such a restriction is only available if is made under one of the circumstances specified in Section 41(2).

Water Service Provider	44(3)	In the specified circumstances, power to shut off water supply, without notice, if there is: (a) a serious risk to public health; (b) a likelihood of serious injury to persons or damage to property; or (c) another emergency.				
Water Service Provider	44(4)	In the specified circumstances power to give, to anyone likely to be affected by the action: (a) notice of the action; and (b) the reasons for the action; and (c) if the action is continuing when the notice is given - notice about how long the action will continue.				

#### Division 4 – Authorised persons

Entity power given to	Section of WSSR	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Service Provider	45(1)	Power to appoint a person to be an authorised person if: (a) satisfied the person has the necessary expertise or experience to be an authorised person; or (b) the person has satisfactorily finished training approved by the service provider.				
Service Provider	45(2)	Power to be satisfied that the person: (a) can perform the functions of an authorised person safely; and (b) can, while performing those functions, mitigate any risks to public health and safety.				

### Division 6 – Water efficiency management plans

Entity power given to	Section of WSSR	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Water Service Provider	52(2)	Upon written direction of the Chief Executive, under section 52(1) power to give a customer, or type of customer, a written notice: (a) to prepare a plan (a <b>water efficiency management plan</b> ); and (b) to give it to the water service provider within the reasonable time stated by the Chief Executive.				
Water Service Provider	52(3)(a)	In the specified circumstances, power to give a customer, or type of customer, a written notice, to prepare a plan (also a <b>water efficiency management plan</b> ).				
Water Service Provider	52(3)(b)	Power to decide the reasonable period within which the customer, or type of customer, must provide the plan (also a <b>water efficiency management plan</b> ).				
Water Service Provider	54(1)	For deciding whether or not to approve a water efficiency management plan, power to require the customer to give additional information about the plan within a reasonable period.				
Water Service Provider	54(2)	Power to approve, with or without conditions, or refuse to approve a water efficiency management plan: (1) if additional information is not required – within 60 business days after receiving the plan; or (2) if additional information is required – within 60 business days of when the information is received or should				

		have been given, whichever is earlier.				
Water Service Provider	54(3)	In the specified circumstances, power to give the customer an information notice.				
Water Service Provider	54(5)	Power to extend the period of 20 business days mentioned in section 54(4).				
Water Service Provider	57(2)	Upon the direction of the Chief Executive, power to give a customer, or type of customer, a written notice requiring the customer to: <ul style="list-style-type: none"> <li>(a) amend an approved water efficiency management plan and give it to the water service provider within the reasonable time stated by the Chief Executive; or</li> <li>(b) prepare a new water efficiency management plan and give it to the water service provider within the reasonable time stated by the Chief Executive.</li> </ul>				
Water Service Provider	58(1)	Power to be satisfied that: <ul style="list-style-type: none"> <li>(a) for a customer, or a type of customer, production output or water consumption has increased significantly; or</li> <li>(b) the cost effectiveness of implementing an approved water efficiency management plan is likely to have changed significantly; or</li> <li>(c) there is or there is likely to be a severe water supply shortage.</li> </ul>				
Water Service Provider	58(2)	Subject to being satisfied under section 58(1), power to give the customer a written notice requiring the customer to:				

		(a) amend the plan and give it to the water service provider within the reasonable time stated by the water service provider; or (b) prepared a new water efficiency management plan and give it to the water service provider within the reasonable time stated by the water service provider.				
Water Service Provider	59(2)	Power to decide a request from a customer under section 59(1).				
Water Service Provider	60(1)	Power to be satisfied or reasonably believe that a customer to whom an approved water efficiency management plan applies has not complied with the plan.				
Water Service Provider	60(2)	In the specified circumstances, power to give the customer a notice, requiring the customer to comply with the plan within the reasonable time stated in the notice.				
Water Service Provider	61(1)	Power to ensure a customer to whom an approved water efficiency management plan applies reviews the plan when the water service provider considers it appropriate.				

**Part 4 – Service providers obligations**  
**Division 1 – Drinking water quality management**  
***Subdivision 2 – Drinking water quality management plans***

Entity power given to	Section of WSSR	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Drinking Water	95(1)	Power to apply to the regulator for approval of a drinking water quality management plan.				

Service Provider						
Drinking Water Service Provider	99A(1)	In certain circumstances, power to agree with the regulator to amend the providers approved drinking water quality management plan.				
Drinking Water Service Provider	100(2)	Power to apply to the regulator for approval of a proposed amended drinking water quality management plan.				
Drinking Water Service Provider	102(2)	Power to inform the regulator of noncompliance and the circumstances that gave rise to the noncompliance.				
Drinking Water Service Provider	102(3)	Power to give the regulator notice of the following in the approved form: (a) the noncompliance and the circumstances that gave rise to the noncompliance; (b) any action taken, or to be taken, by the provider to correct the noncompliance; and (c) the measures the provider will take to prevent the noncompliance in the future.				
Drinking Water Service Provider	102A(2)	In the specified circumstances, power to immediately inform the regulator of the prescribed incident.				
Drinking Water Service Provider	102A(3)	In the specified circumstances, power to give the regulator notice of the following in the approved form: (a) the prescribed incident and the circumstances that gave rise to the incident;				

		(b) any action taken, or to be taken, by the provider relating to the prescribed incident; and (c) the measures the provider will take to prevent the prescribed incident happening again in the future.				
Drinking Water Service Provider	103(2)	Power to give a notice to the owner of water storage or other infrastructure to ask the owner to give the drinking water service provider information reasonably requested about the quality of water in the water storage or infrastructure.				
Service Provider	107(2)(b)	In the specified circumstances, power to apply to the regulator for approval of an amended plan.				
Service provider	109(1)	Power to sign a statutory declaration on behalf of the service provider.				

### Division 3 – Customer service standards

Entity power given to	Section of WSSR	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Service Provider	115(3)	Power to consider submissions made to the provider about the proposed customer service standard.				

### Division 5 – Reporting for particular financial years

Entity power given to	Section of WSSR	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Service Provider	142(2)(a)	Power to prepare a drinking water quality management plan report.				

Service Provider	142(2)(b)	Power to give the regulator a copy of the drinking water quality management plan report.				
Relevant infrastructure owner	142C(2)	In the specified circumstances, power to provide written agreement to a drinking water quality management plan report.				

### Division 6 – Water for fire fighting

Entity power given to	Section of WSSR	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Service Provider	145(1)	Power to permit a person to take water from a fire fighting system or a service provider's hydrant.				

## Part 5 – Service areas

### Division 3 – Access to services in service areas

Entity power given to	Section of WSSR	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Service Provider	166(3)	In the specified circumstances, power to impose conditions on the installation of water storage tanks and pumps.				

### Division 4 – Connecting to particular registered services

Entity power given to	Section of WSSR	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Service Provider	167(2)	In the specified circumstances, power to advise an owner of any work that is considered reasonably necessary to be				

		carried out on premises and any reasonable connection fee to enable the premises to be connected to the infrastructure.				
Service Provider	168(1)	Power to, by notice given to the owner of premises in the service area, require the owner to carry out works for connecting the premises to a registered service.				
Service Provider	168(2)(c)	In the specified circumstances, power to agree to an extension of the period within which the work must be completed.				

#### Division 5 – Restricting domestic water supply

Entity power given to	Section of WSSR	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Service Provider	169(1)	Power to give a notice to an owner or occupier of domestic premises not to contravene a restriction or to pay a rate or charge for a service.				
Service Provider	169(2)	Power to decide the minimum level of water necessary for the health and sanitation purposes of the owner or occupier.				

#### Part 6 – Trade waste and seepage water approvals

Entity power given to	Section of WSSR	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Sewerage Service Provider	180(1)	In the specified circumstances, power to give a person: (a) an approval to discharge trade waste (a <b>trade waste approval</b> ) into Council's sewerage infrastructure; and				

		(b) an approval to discharge seepage water (a <b>seepage water approval</b> ) into Council's sewerage infrastructure.				
Sewerage Service Provider	180(3)	Power to consider the effect of the proposed discharge on any existing or potential re-use of waste water or sludge.				
Sewerage Service Provider	180(4)	Power to be satisfied: (a) having regard to the amount, type and strength of the proposed discharge, the discharge will not harm the sewerage or the health and safety of anyone working on the sewerage; and (b) the sewage treatment plant to treat the discharge is capable of treating the discharge to an acceptable standard.				
Sewerage Service Provider	180(5)	In the specified circumstances, power to be satisfied the proposed discharge into the sewerage is consistent with the plan.				
Sewerage Service Provider	181(1)	Power to give a trade waste approval or seepage water approval on conditions.				
Sewerage Service Provider	182	Power to suspend or cancel a trade waste approval or a seepage water approval (the <b>proposed action</b> ) if satisfied any of the specified circumstances applies.				
Sewerage Service Provider	183(1)	In the specified circumstances, power to give an approval holder a show cause notice about the proposed action.				
Sewerage Service Provider	183(2)	Power to consider submissions made in response to a show cause notice, to be satisfied the proposed action should be taken, and then to:				

		<p>(a) if the proposed action was to suspend the approval for a stated period - suspend the approval for not longer the proposed suspension period; or</p> <p>(b) if the proposed action was to cancel the approval - either cancel the approval or suspend it for a period.</p>				
Sewerage Service Provider	183(3)	In the specified circumstances, power to give the approval holder an information notice about the decision.				
Sewerage Service Provider	183(4)	Power to consider any submissions and, if not satisfied the proposed action should be taken, the power to give the approval holder a notice about the decision.				
Sewerage Service Provider	184(1)	<p>In the specified circumstances, power to suspend or cancel an approval without giving a show cause notice, if further action is considered necessary:</p> <p>(a) in the interests of public health or safety; or</p> <p>(b) to prevent environmental harm; or</p> <p>(c) to prevent damage to Council's sewerage system.</p>				
Sewerage Service Provider	184(2)	In the specified circumstances, power to cancel a trade waste approval given by the sewerage service provider.				
Sewerage Service Provider	184(3)	In the specified circumstances, power to give the approval holder an information notice about the action.				
Sewerage Service Provider	185(2)	Power to give a notice to the approval holder to amend a trade waste approval to ensure that it is consistent with conditions mentioned in section 185(1)(a).				

**Part 7 – Offences**

<b>Entity power given to</b>	<b>Section of WSSR</b>	<b>Description</b>	<b>Delegation to the CEO / Date of Resolution</b>	<b>Sub-Delegation to Officers</b>	<b>Date of Sub-Delegation</b>	<b>Limitations and Conditions</b>
Service Provider	191	Power to give written consent to a person connecting to, or disconnecting from, the service provider's infrastructure.				
Service Provider	192(1)	Power to give written consent to a person interfering with a service provider's infrastructure.				
Service Provider	192(2)	Power to give written consent to a person building over, interfering with access to, increasing or reducing the cover over, or changing the surface of land in any way causing ponding of water over an access chamber for, a service provider's infrastructure.				
Service Provider	193(3)	Power to give written consent to a person discharging water from an ornamental pond, a swimming pool or the filtration system of a swimming pool into a service provider's infrastructure.				
Service Provider	195(1)	Power to give written approval to a person taking water from a service provider's infrastructure.				
Service Provider	195(2)	In the specified circumstances, power to give written approval to a person taking water from a supply pipe on premises for use off the premises.				

## CHAPTER 3 – RECYCLED WATER MANAGEMENT

### Part 1A – Recycled water schemes

#### Division 1 – Registration

Entity power given to	Section of WSSR	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Relevant entity for a recycled water scheme	196AA(1)	Power to apply for registration of the scheme.				

#### Division 2 – Changing registration details

Entity power given to	Section of WSSR	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Relevant entity for a recycled water scheme which is registered under Chapter 3, Part 1A, Division 2	196AD(1)	Power to apply to change the details of the registration recorded in the register.				
Relevant entity for a recycled water scheme which is	196AE(1)	Power to apply to cancel the registration if the recycled water is no longer supplied under the scheme.				

registered under Chapter 3, Part 1A, Division 2						
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**Part 2 – Recycled water management planning**

Entity power given to	Section of WSSR	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Recycled Water Provider	202(1)	Power to apply to the regulator for approval of a recycled water management plan.				
Recycled Water Provider	203(1)(b)	Power to sign a statutory declaration verifying the information included in the plan, or any additional information given under section 203(1)(a).				
Recycled Water Provider	208(2)	Power to give regulator notice of a stoppage or proposed stoppage of the production or supply of recycled water, in accordance with the circumstances of that section.				
Recycled Water Provider	208(5)	Power to, as soon as practicable, give the regulator notice of the stoppage or proposed stoppage of the production or supply of recycled water under a scheme and otherwise in the circumstances of that section.				
Recycled Water Provider	209(1)	Power to obtain the regulator's agreement to amend the recycled water management plan for the scheme.				
Recycled Water Provider	212(2)	Power to apply to the regulator for approval of the proposed amended recycled water management plan.				

Recycled Water Provider	212(3)	Power to exercise the delegable powers (if any) contained in sections 202(2), (3) and (4), and sections 203 to 208 as if a reference in the sections to: (a) the recycled water management plan were a reference to the amended recycled water management plan; and (b) the plan were a reference to the amended plan.				
Relevant entity for the recycled water scheme	215(1)	If a recycled water management plan has been suspended, power to apply to the regulator for an approval to resume supply of recycled water under the scheme.				
Recycled Water Provider	215(3)	Power to exercise the delegable powers (if any) contained in sections 203 and 204 as if a reference in the sections to: (a) the recycled water management plan were a reference to the suspended recycled water management plan; and (b) the plan were a reference to the suspended plan.				
Recycled Water Provider	215(7)	Power to exercise the delegable powers (if any) contained in sections 202(2), (3) and (4), and sections 203 to 208 as if a reference in the sections to: (a) the recycled water management plan were a reference to the amended recycled water management plan; and (b) the plan were a reference to the amended plan.				

**Part 3 – Notice about permanently stopping supply of recycled water**

Entity power given to	Section of WSSR	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Recycled Water Provider	230(2)	Power to give a notice to the regulator of a proposed stoppage at least 30 days before the supply of recycled water is stopped.				
Relevant entity for the critical recycled water scheme (if relevant)	230(4)	Power to give the regulator notice of the proposed stoppage at least 60 days before supply of the recycled water is stopped.				
Relevant entity for the critical recycled water scheme (if relevant)	230(6)(b)	Power to sign a statutory declaration verifying the information included in the notice, or any additional information given under section 230(6)(a).				
Recycled Water Provider	230(9)	Power to give the regulator notice of a stoppage of recycled water under recycled water scheme within 5 days after the supply stops.				

**Part 4 – Validation Programs**

[This part applies to a recycled water scheme if recycled water is proposed to be supplied under the scheme to augment a supply of drinking water.]

Entity power given to	Section of WSSR	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Recycled Water Provider	237(1)	Power to apply to the regulator for approval of a validation program.				
Relevant entity for the critical recycled water scheme (if relevant)	238(1)(b)	Power to sign a statutory declaration verifying the information included in the program, or any additional information given under section 238(1)(a).				
Relevant Entity	242(2)	Power to apply to the regulator for approval of the proposed amended validation program.				
Recycled Water Provider	242(3)	Power to exercise the delegable powers (if any) contained in sections 237(2) and sections 238 to 241 as if a reference in the sections to:  (a) the validation program were a reference to the amended validation program; and  (b) the program were a reference to the amended program.				

**Part 6 – Reviews and audits of recycled water management plans**

Entity power given to	Section of WSSR	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Recycled Water Provider	259(2)(b)	In the specified circumstances, power to apply to the regulator for approval of the amended plan.				
Scheme Manager	259(4)	In the specified circumstances, power to apply to the regulator for approval of the amended recycled water management plan for the scheme.				
Recycled Water Provider	259(6)	Power to exercise the delegable powers (if any) contained in sections 202(2), (3) and (4), and sections 203 to 208 as if a reference in the sections to: (a) the recycled water management plan were a reference to the amended recycled water management plan; and (b) the plan were a reference to the amended plan.				

**Part 7 – Reporting requirements**

**Division 4 – Connecting to registered services**

Entity power given to	Section of WSSR	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Alerting entity	270(2)	In the specified circumstances, power to immediately inform the regulator and, if another entity is the responsible entity for the noncompliance, the responsible entity, of the				

		noncompliance and the circumstances that gave rise to the noncompliance.				
Responsible entity for the non-compliance	270(4)	Power to give the regulator notice of the following: (a) the noncompliance and the circumstances that gave rise to the noncompliance; (b) any action taken, or to be taken, by the entity to correct the noncompliance; and (c) the measures the entity will take to prevent the noncompliance in the future.				
Alerting entity	271(2)	In the specified circumstances, power to immediately inform the regulator and, if another entity is the responsible entity for prescribed incident, the responsible entity, of the prescribed incident.				
Alerting entity	271(4)	In the specified circumstances, power to give the regulator notice of: (a) the prescribed incident and the circumstances that gave rise to the prescribed incident; (b) any action taken, or to be taken, by the entity relating to the prescribed incident; and (c) the measures the entity will take to prevent the prescribed incident happening again in the future.				

**Part 8 – Declaration of critical recycled water schemes**

Entity power given to	Section of WSSR	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Entity to whom a notice of the regulator's intention to make a decision	303(4)(e)	Power to give the regulator a notice about who the provider and entities agree is the scheme manager.				
Relevant entity for a critical recycled water scheme	306(1)	Power to considers the scheme should not be a critical recycled water scheme, and to ask the regulator to review the making of the declaration.				
Recycled water providers / entity declared to be part of the scheme	307(2)	In the specified circumstances, power to give the regulator notice of who is the scheme manager.				

**Part 10 – Miscellaneous**

Entity power given to	Section of WSSR	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Scheme manager for a multiple-entity recycled	333(2)	In the specified circumstances, power to, by notice, require a recycled water provider or other declared entity for the scheme to give the scheme manager, within a stated reasonable period, information the scheme manager reasonably requires to comply with				

water scheme		the scheme manager's obligations under this Act.				
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## CHAPTER 4 – REFERABLE DAMS AND FLOOD AND DROUGHT MITIGATION

### Part 1 – Referrable dams

#### Division 2A – Emergency action planning and reporting

##### *Subdivision 1 – Preliminary*

Entity power given to	Section of WSSR	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Owner of a referable dam	352F	Power to prepare an emergency action plan for a dam under subdivision 3 and to give it to the Chief Executive for approval.				

##### *Subdivision 3 – Preparation of emergency actions plans*

Entity power given to	Section of WSSR	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Local Government	352HB(1)	Power to assess and decide whether the emergency action plan is consistent with its disaster management plan.				
Local Government	352HB(2)	Power to consult with its local group for the plan.				

**Subdivision 6 – Reviewing emergency action plans**

Entity power given to	Section of WSSR	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Owner of a referable dam	352O(2)(c)(ii)	Power to give an emergency action plan for a dam to the Chief Executive.				
Owner of a referable dam	352P	The power, before 1 October each year to: (a) review the approved emergency action plan for the dam; and (b) give to the Chief Executive: (i) a notice stating whether or not the owner proposes an amendment to the plan because of the review; and (ii) if the owner proposes an amendment – a copy of the plan including the proposed amendment.				

**Subdivision 7 – Amending emergency action plans**

Entity power given to	Section of WSSR	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Owner of a referable dam	352Q(1)	Power to ask the Chief Executive to amend the approved emergency action plan for the dam to: 7.1 correct a minor error; or 7.2 make another change that is not a change of substance.				

**Subdivision 9 – Emergency event reporting**

Entity power given to	Section of WSSR	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Owner of referable dam	352T(2)	Power to prepare a report (an <b>emergency event report</b> ) and to give it to the Chief Executive.				
Owner of referable dam	352T(2)(a)	Power to consider when the dam hazard giving rise to the event is no longer a material risk to persons or property.				
Owner of referable dam	352T(2)(b)	Power to agree a further period in writing with the Chief Executive.				
Owner of referable dam	352U(3)	Power to prepare a report (an <b>emergency event interim report</b> ) and to give it to the Chief Executive officer in accordance with section 352U(2).				

**Division 3 – Safety conditions for existing referable dams**

Entity power given to	Section of WSSR	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Owner of a referable dam	354(3)(b)	Power to agree with the Chief Executive, an extended period for deciding safety conditions.				

**Subdivision 2 – Chief Executive may give direction or take action about failure of dam**

Entity power given to	Section of WSSR	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Owner of land on which a dam is situated / operator of a dam	359(3)	Power to comply with a notice issued under section 359(1).				
Owner of land on which a dam is situated / operator of a dam	359(4)	Power to give to the Chief Executive officer, a notice that the person intends to remove the dam.				

**Part 2 – Flood mitigation manuals and reporting**  
**Division 2 – Preparation of flood mitigation manuals**

Entity power given to	Section of WSSR	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Owner of a referable dam	371C	Power to prepare a flood mitigation manual for a dam under division 2 and to give it to the minister for approval.				

### Division 3 – Approving flood mitigation manuals

Entity power given to	Section of WSSR	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Owner of a referable dam	371H(2)	Power to prepare a new flood mitigation manual and give it to the minister in compliance with a notice given under section 371H.				

### Division 4 – Amending and reviewing flood mitigation manuals

Entity power given to	Section of WSSR	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Owner of a referable dam	372(2)	Power to amend a flood mitigation manual for a dam in compliance with a notice issued under section 372(1).				
Owner of a referable dam	373	Power to: (a) review and, if necessary, update a flood mitigation manual; and (b) give a copy of it to the minister for the minister's approval under division 3.				

### Division 5 – Renewing flood mitigation manuals

Entity power given to	Section of WSSR	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Owner of a referable dam	374(2)	Power to prepare a new flood mitigation manual for a dam and give it to the minister for approval.				

### Division 6 – Annual preparedness report

Entity power given to	Section of WSSR	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Owner of a referable dam	375	<p>Power to after 1 August and before 1 September each year:</p> <p>(a) prepare a report (an annual preparedness report) under division 6 about the level of preparedness of the dam for a flood event under a flood mitigation manual; and</p> <p>(b) give the report to the Chief Executive.</p>				

### Division 8 – Authorising alternative operational procedures

Entity power given to	Section of WSSR	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Owner of a referable dam	378	<p>Power to reasonably consider that:</p> <p>(a) an operational strategy under a flood mitigation manual for a dam does not provide or adequately provide for the flood event;</p> <p>(b) to achieve an objective under the flood mitigation manual and to respond effectively to a flood event that is necessary to:</p> <p>(i) disregard an operational procedure under the manual (the <b>existing procedure</b>); and</p>				

		(ii) observe a different operational procedure (the <b>alternative procedure</b> ).				
Owner of a referable dam	379(1)	Power to give the Chief Executive the information referred to in that section (the <b>authorisation request information</b> ).				
Owner of a referable dam	379(2)	Power to give the Chief Executive the authorisation to request information orally.				
Owner of a referable dam	379(3)	Power to give the authorisation request information in writing as soon as practicable after giving the Chief Executive the information orally.				
Owner of a referable dam	381(1)	Power to make reasonable efforts to contact the Chief Executive to give the Chief Executive the authorisation request information for the alternative procedure.				
Owner of a referable dam	381(4)	Power to, as soon as practicable after failing to contact, or losing contact with, the Chief Executive, record the authorisation request information in writing and give it to the Chief Executive.				
Owner of a referable dam	381(6)	Power to form the reasonable belief that the Chief Executive is no longer able to respond to the owner for the purpose of subsection (2).				

### Division 9 – Flood event reporting

Entity power given to	Section of WSSR	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Owner of a referable dam	383(2)	Power to prepare a report (a <b>flood event report</b> ) under division 9 and give it to the Chief Executive.				

Owner of a referable dam	383(2)(b)	Power to agree to a further period in writing with the Chief Executive.				
Owner of a referable dam	384(3)	Power to comply with a notice given to the owner of the dam under section 384(2).				

#### Part 4 – Reducing full supply level for safety purposes

Entity power given to	Section of WSSR	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Dam Owner	399B(1)	Power to form the belief, based on the advice of a registered professional engineer, that there is an unacceptable risk of a failure of a dam if it operates at the full supply level stated in the resource operations licence for the dam.				
Owner	399B(2)	Power to reduce the full supply level of the dam to the level (the <b>reduced full supply level</b> ) that lowers the risk of a failure of the dam to a level acceptable to the owner, having regard to the advice of the registered professional engineer.				
Owner	399B(4)	Power to consider and include in a notice: 7.3 the reasons why it is necessary to operate the dam at the reduced full supply level; and 7.4 the period for which it is necessary to operate the dam at the reduced supply level.				
Owner	399C(3)(a)	Power to decide and include in a report when the owner intends to allow the dam to return to the full supply level stated in the resource operations licence for the dam.				
Service Provider	399C(3)(b)	Power to consider and decide and include in a report:				

		<ul style="list-style-type: none"> <li>i. the impacts the reduced full supply level has had on the provider's customers since its reduction;</li> <li>ii. the likely future impacts on customers for the period for which the provider proposes to keep the dam at a reduced full supply level; and</li> <li>iii. the impacts the reduced full supply level has had or is likely to have on achieving the water plan outcomes for a water plan under the Water Act.</li> </ul>				
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**CHAPTER 5 – INVESTIGATIONS AND ENFORCEMENT MATTERS**

**Part 5A – Particular provisions to monitor relevant service providers**

**Division 2 – Improvement plans**

Entity power given to	Section of WSSR	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Service Provider	446(2)	Power to make an improvement plan.				
Service Provider	447	Power to make an improvement plan.				

**Part 8 – Notices of cost recovery**

**Division 1 – Show cause notices**

Entity power given to	Section of WSSR	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Person given a show cause	463(1)(d)	Power to make submissions about the show cause notice.				

notice, or a copy of a show cause notice						
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**Part 9 – Enforcement proceeding**

Entity power given to	Section of WSSR	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Service Provider	475(2)(b) and (c)	Power to start a proceeding for a stated provision.				
Service Provider	475(5)	Power to give the Chief Executive notice of the proceeding.				
Service Provider	476(1)	Power to commence a proceeding for an enforcement order on behalf of the service provider.				

**CHAPTER 6 – OFFENCES, EVIDENTIARY MATTERS AND LEGAL PROCEEDINGS**

**Part 3 – Legal proceedings for offences**

Entity power given to	Section of WSSR	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Person / Service Provider	496	Power to give notice to the Chief Executive of a proceeding.				
Person	498(1)	Power to commence a proceeding on behalf of the service provider.				

## CHAPTER 7 – REVIEWS, APPEALS AND ARBITRATION

### Part 1 – Preliminary

Entity power given to	Section of WSSR	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Interested person for an original decision	512(1)	Power to apply for an internal review of an original decision.				
Recipient of a submitter notice	513(3)	Power to make written submissions on the internal review application to the reviewer.				

### Part 3 – Appeals and external reviews

Entity power given to	Section of WSSR	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Interested person who applied for an internal review of the original decision	517(1)	Power to appeal against or apply for an external review of the review decision under this section.				

### Part 4 – Arbitration

Entity power given to	Section of WSSR	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Interested person who applied an	524(2)	Power to, if dissatisfied with a decision, give the authority under the <i>Queensland Competition Authority Act 1997</i> a notice (a				

internal review of the original decision		<b>dispute notice</b> ) applying for arbitration on the decision.				
Application for arbitration	524A(2)	Power to apply for a stay of a review decision to a Court with jurisdiction to hear the proceeding.				
Interested person who gave dispute notice	526	Power to withdraw the dispute notice at any time before the authority makes its decision on the dispute.				

## CHAPTER 8 – MISCELLANEOUS

### Part 2 – Relationship with Planning Act

Entity power given to	Section of WSSR	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Person	562(2)	Power to appeal against a decision about the application to the Land Court.				

### Part 3 – Other miscellaneous provisions

Entity power given to	Section of WSSR	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Water Service Provider	573	Power to make guidelines to provide guidance to persons about preparing a water efficiency management plan.				
Water Service Provider	575(2)(a)	Power to consider that the information in the document is cybersecurity information.				

Water Service Provider	575(2A)	Power to consider whether it is appropriate to keep a copy of the document available for inspection by the public at other places.				
Water Service Provider	575A(2)	Power to consider that information in the document is cybersecurity information.				

## CHAPTER 10 – OTHER TRANSITIONAL PROVISIONS

### Part 8 – Transitional provisions for *Electricity and Other Legislation Amendment Act 2014*

Entity power given to	Section of WSSR	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Administering Authority	670(2)	Power to amend the CSG environmental authority to include public health conditions.				
Administering Authority	670(3)	Power to consider an amendment necessary or desirable.				
Administering Authority	671(2)	Power to amend the CSG environmental authority to include public health conditions.				
Administering Authority	671(3)(a)	Power to consider the amendment necessary or desirable.				

[2021 10 20 - WSSR - Delegation Table]



**Position:** Insert Position

**Position Code:** Insert Position Code

## POWERS SUB-DELEGATED

### *Water Supply (Safety and Reliability) Act 2008 ("WSSR")*

#### CHAPTER 2 – INFRASTRUCTURE AND SERVICE

##### Part 3 – Service providers

##### Division 1 – Regulation of service providers

##### *Subdivision 1 – Application for registration*

Entity power given to	Section of WSSR	Description
Service Provider	20(1)	Power to apply for registration as a service provider.
Relevant Infrastructure Owner	21(1)(c)(ii)	Power to give written consent.

##### *Subdivision 2 – Changing registration details*

Entity power given to	Section of WSSR	Description
Water Service Provider	23(1)	Power to apply to change the service provider's details of registration in the service provider register.
Water Service Provider	23A(2)	In the specified circumstances, power to give the regulator notice of the change in the approved form.

##### *Subdivision 3 – Transferring registration*

Entity power given to	Section of WSSR	Description
Current Infrastructure Owner	25A(1)	In the specified circumstances, power to give the regulator notice (the <b>transfer notice</b> ) of the proposed transfer.

##### *Subdivision 4 – Cancelling registration other than for transfer*

Entity power given to	Section of WSSR	Description
Water Service Provider	26(2)	Power to give notice of the possible stoppage.
Water Service Provider	26(8)	In the specified circumstances, power to give notice of the stoppage.
Water Service Provider	28(1)	In the specified circumstances, power to apply to the regulator to have the provider's registration cancelled.
Water Service Provider	28(4)(b)	In the specified circumstances, power to verify information included in the application, or the additional information provided under section 28(4)(a), by statutory declaration.

### Division 2 – General powers of service providers and authorised persons

Entity power given to	Section of WSSR	Description
Water Service Provider	33(2)	In the specified circumstances, power to give a person a notice asking the person stated in the notice, why the person's unauthorised connection should not be disconnected.
Water Service Provider	33(4)	In the specified circumstances, power to be satisfied regarding whether an unauthorised connection should be disconnected.
Water Service Provider	34(2)	In the specified circumstances, power to give an owner a notice to do work within a reasonable time stated in the notice, to: <ul style="list-style-type: none"> <li>(a) rectify the equipment; or</li> <li>(b) remove the vegetation or other thing.</li> </ul>
Water Service Provider	35(1)	Power to decide the position of a meter on infrastructure supplying water to premises, and to approve the installation of that meter in the position decided.
Water Service Provider	36(2)(b)	In the specified circumstances, power to give an occupier at least 14 days notice of the entry and the purpose of the entry.
Water Service Provider	36(2)(c)	In the specified circumstances, the power to decide that urgent action needs to be taken to protect the service providers infrastructure at the place.

### Division 3 – Power to restrict water supply

Entity power given to	Section of WSSR	Description
Water Service Provider <u>outside the SEQ Region</u>	41(1) <sup>3</sup>	Power to consider it necessary, to restrict: <ul style="list-style-type: none"> <li>(a) the volume of water taken by or supplied to a customer or type of customer; or</li> <li>(b) the hours when water may be used on premises for stated purposes; or</li> <li>(c) the way water may be used on premises.</li> </ul>
Water Service Provider	41(3)	Power to apply a restriction imposed under section 41(1) to water taken from a rainwater tank connected to the service provider's reticulated supply.
Water Service Provider	43(1)	Power to give notice of a service provider water restriction to anyone affected by it in the way you consider appropriate having regard to the circumstances in which the service provider water restriction is imposed.
Water Service Provider	44(1)	Power to shut off a water supply to premises for a time reasonably necessary for work to be performed on the service provider's infrastructure, including a property service.
Water Service Provider	44(2)	In the specified circumstances, power to give to anyone likely to be affected by shutting off the water supply at least 48 hours notice of the intention to shut off the water supply, advising the reasons for shutting it off, and for how long it will be shut off.
Water Service Provider	44(3)	In the specified circumstances, power to shut off water supply, without notice, if there is: <ul style="list-style-type: none"> <li>(a) a serious risk to public health;</li> </ul>

<sup>3</sup> The power to impose such a restriction is only available if it is made under one of the circumstances specified in Section 41(2).

		(b) a likelihood of serious injury to persons or damage to property; or (c) another emergency.
Water Service Provider	44(4)	In the specified circumstances power to give, to anyone likely to be affected by the action: (a) notice of the action; and (b) the reasons for the action; and (c) if the action is continuing when the notice is given - notice about how long the action will continue.

#### Division 4 – Authorised persons

Entity power given to	Section of WSSR	Description
Service Provider	45(1)	Power to appoint a person to be an authorised person if: (a) satisfied the person has the necessary expertise or experience to be an authorised person; or (b) the person has satisfactorily finished training approved by the service provider.
Service Provider	45(2)	Power to be satisfied that the person: (a) can perform the functions of an authorised person safely; and (b) can, while performing those functions, mitigate any risks to public health and safety.

#### Division 6 – Water efficiency management plans

Entity power given to	Section of WSSR	Description
Water Service Provider	52(2)	Upon written direction of the Chief Executive, under section 52(1) power to give a customer, or type of customer, a written notice: (a) to prepare a plan (a <b>water efficiency management plan</b> ); and (b) to give it to the water service provider within the reasonable time stated by the Chief Executive.
Water Service Provider	52(3)(a)	In the specified circumstances, power to give a customer, or type of customer, a written notice, to prepare a plan (also a <b>water efficiency management plan</b> ).
Water Service Provider	52(3)(b)	Power to decide the reasonable period within which the customer, or type of customer, must provide the plan (also a <b>water efficiency management plan</b> ).
Water Service Provider	54(1)	For deciding whether or not to approve a water efficiency management plan, power to require the customer to give additional information about the plan within a reasonable period.
Water Service Provider	54(2)	Power to approve, with or without conditions, or refuse to approve a water efficiency management plan: (1) if additional information is not required – within 60 business days after receiving the plan; or (2) if additional information is required – within 60 business days of when the information is received or should have been given, whichever is earlier.

Water Service Provider	54(3)	In the specified circumstances, power to give the customer an information notice.
Water Service Provider	54(5)	Power to extend the period of 20 business days mentioned in section 54(4).
Water Service Provider	57(2)	Upon the direction of the Chief Executive, power to give a customer, or type of customer, a written notice requiring the customer to: <ul style="list-style-type: none"> <li>(a) amend an approved water efficiency management plan and give it to the water service provider within the reasonable time stated by the Chief Executive; or</li> <li>(b) prepare a new water efficiency management plan and give it to the water service provider within the reasonable time stated by the Chief Executive.</li> </ul>
Water Service Provider	58(1)	Power to be satisfied that: <ul style="list-style-type: none"> <li>(a) for a customer, or a type of customer, production output or water consumption has increased significantly; or</li> <li>(b) the cost effectiveness of implementing an approved water efficiency management plan is likely to have changed significantly; or</li> <li>(c) there is or there is likely to be a severe water supply shortage.</li> </ul>
Water Service Provider	58(2)	Subject to being satisfied under section 58(1), power to give the customer a written notice requiring the customer to: <ul style="list-style-type: none"> <li>(a) amend the plan and give it to the water service provider within the reasonable time stated by the water service provider; or</li> <li>(b) prepared a new water efficiency management plan and give it to the water service provider within the reasonable time stated by the water service provider.</li> </ul>
Water Service Provider	59(2)	Power to decide a request from a customer under section 59(1).
Water Service Provider	60(1)	Power to be satisfied or reasonably believe that a customer to whom an approved water efficiency management plan applies has not complied with the plan.
Water Service Provider	60(2)	In the specified circumstances, power to give the customer a notice, requiring the customer to comply with the plan within the reasonable time stated in the notice.
Water Service Provider	61(1)	Power to ensure a customer to whom an approved water efficiency management plan applies reviews the plan when the water service provider considers it appropriate.

**Part 4 –**

**Service providers obligations**

**Division 1 – Drinking water quality management**

***Subdivision 2 – Drinking water quality management plans***

<b>Entity power given to</b>	<b>Section of WSSR</b>	<b>Description</b>
Drinking Water Service Provider	95(1)	Power to apply to the regulator for approval of a drinking water quality management plan.
Drinking Water Service Provider	99A(1)	In certain circumstances, power to agree with the regulator to amend the providers approved drinking water quality management plan.

Drinking Water Service Provider	100(2)	Power to apply to the regulator for approval of a proposed amended drinking water quality management plan.
Drinking Water Service Provider	102(2)	Power to inform the regulator of noncompliance and the circumstances that gave rise to the noncompliance.
Drinking Water Service Provider	102(3)	Power to give the regulator notice of the following in the approved form: (a) the noncompliance and the circumstances that gave rise to the noncompliance; (b) any action taken, or to be taken, by the provider to correct the noncompliance; and (c) the measures the provider will take to prevent the noncompliance in the future.
Drinking Water Service Provider	102A(2)	In the specified circumstances, power to immediately inform the regulator of the prescribed incident.
Drinking Water Service Provider	102A(3)	In the specified circumstances, power to give the regulator notice of the following in the approved form: (a) the prescribed incident and the circumstances that gave rise to the incident; (b) any action taken, or to be taken, by the provider relating to the prescribed incident; and (c) the measures the provider will take to prevent the prescribed incident happening again in the future.
Drinking Water Service Provider	103(2)	Power to give a notice to the owner of water storage or other infrastructure to ask the owner to give the drinking water service provider information reasonably requested about the quality of water in the water storage or infrastructure.
Service Provider	107(2)(b)	In the specified circumstances, power to apply to the regulator for approval of an amended plan.
Service provider	109(1)	Power to sign a statutory declaration on behalf of the service provider.

### Division 3 – Customer service standards

Entity power given to	Section of WSSR	Description
Service Provider	115(3)	Power to consider submissions made to the provider about the proposed customer service standard.

### Division 5 – Reporting for particular financial years

Entity power given to	Section of WSSR	Description
Service Provider	142(2)(a)	Power to prepare a drinking water quality management plan report.
Service Provider	142(2)(b)	Power to give the regulator a copy of the drinking water quality management plan report.
Relevant infrastructure owner	142C(2)	In the specified circumstances, power to provide written agreement to a drinking water quality management plan report.

### Division 6 – Water for fire fighting

Entity power given to	Section of WSSR	Description
Service Provider	145(1)	Power to permit a person to take water from a fire fighting system or a service provider's hydrant.

### Part 5 – Service areas

#### Division 3 – Access to services in service areas

Entity power given to	Section of WSSR	Description
Service Provider	166(3)	In the specified circumstances, power to impose conditions on the installation of water storage tanks and pumps.

#### Division 4 – Connecting to particular registered services

Entity power given to	Section of WSSR	Description
Service Provider	167(2)	In the specified circumstances, power to advise an owner of any work that is considered reasonably necessary to be carried out on premises and any reasonable connection fee to enable the premises to be connected to the infrastructure.
Service Provider	168(1)	Power to, by notice given to the owner of premises in the service area, require the owner to carry out works for connecting the premises to a registered service.
Service Provider	168(2)(c)	In the specified circumstances, power to agree to an extension of the period within which the work must be completed.

#### Division 5 – Restricting domestic water supply

Entity power given to	Section of WSSR	Description
Service Provider	169(1)	Power to give a notice to an owner or occupier of domestic premises not to contravene a restriction or to pay a rate or charge for a service.
Service Provider	169(2)	Power to decide the minimum level of water necessary for the health and sanitation purposes of the owner or occupier.

### Part 6 – Trade waste and seepage water approvals

Entity power given to	Section of WSSR	Description
Sewerage Service Provider	180(1)	In the specified circumstances, power to give a person: <ul style="list-style-type: none"> <li>(a) an approval to discharge trade waste (a <b>trade waste approval</b>) into Council's sewerage infrastructure; and</li> <li>(b) an approval to discharge seepage water (a <b>seepage water approval</b>) into Council's sewerage infrastructure.</li> </ul>
Sewerage Service Provider	180(3)	Power to consider the effect of the proposed discharge on any existing or potential re-use of waste water or sludge.
Sewerage Service Provider	180(4)	Power to be satisfied: <ul style="list-style-type: none"> <li>(a) having regard to the amount, type and strength of the proposed discharge, the discharge will not harm the</li> </ul>

		sewerage or the health and safety of anyone working on the sewerage; and (b) the sewage treatment plant to treat the discharge is capable of treating the discharge to an acceptable standard.
Sewerage Service Provider	180(5)	In the specified circumstances, power to be satisfied the proposed discharge into the sewerage is consistent with the plan.
Sewerage Service Provider	181(1)	Power to give a trade waste approval or seepage water approval on conditions.
Sewerage Service Provider	182	Power to suspend or cancel a trade waste approval or a seepage water approval (the <b>proposed action</b> ) if satisfied any of the specified circumstances applies.
Sewerage Service Provider	183(1)	In the specified circumstances, power to give an approval holder a show cause notice about the proposed action.
Sewerage Service Provider	183(2)	Power to consider submissions made in response to a show cause notice, to be satisfied the proposed action should be taken, and then to: (a) if the proposed action was to suspend the approval for a stated period - suspend the approval for not longer the proposed suspension period; or (b) if the proposed action was to cancel the approval - either cancel the approval or suspend it for a period.
Sewerage Service Provider	183(3)	In the specified circumstances, power to give the approval holder an information notice about the decision.
Sewerage Service Provider	183(4)	Power to consider any submissions and, if not satisfied the proposed action should be taken, the power to give the approval holder a notice about the decision.
Sewerage Service Provider	184(1)	In the specified circumstances, power to suspend or cancel an approval without giving a show cause notice, if further action is considered necessary: (a) in the interests of public health or safety; or (b) to prevent environmental harm; or (c) to prevent damage to Council's sewerage system.
Sewerage Service Provider	184(2)	In the specified circumstances, power to cancel a trade waste approval given by the sewerage service provider.
Sewerage Service Provider	184(3)	In the specified circumstances, power to give the approval holder an information notice about the action.
Sewerage Service Provider	185(2)	Power to give a notice to the approval holder to amend a trade waste approval to ensure that it is consistent with conditions mentioned in section 185(1)(a).

## Part 7 – Offences

Entity power given to	Section of WSSR	Description
Service Provider	191	Power to give written consent to a person connecting to, or disconnecting from, the service provider's infrastructure.
Service Provider	192(1)	Power to give written consent to a person interfering with a service provider's infrastructure.
Service Provider	192(2)	Power to give written consent to a person building over, interfering with access to, increasing or reducing the cover over, or changing the surface of land in any way causing ponding of

		water over an access chamber for, a service provider's infrastructure.
Service Provider	193(3)	Power to give written consent to a person discharging water from an ornamental pond, a swimming pool or the filtration system of a swimming pool into a service provider's infrastructure.
Service Provider	195(1)	Power to give written approval to a person taking water from a service provider's infrastructure.
Service Provider	195(2)	In the specified circumstances, power to give written approval to a person taking water from a supply pipe on premises for use off the premises.

## CHAPTER 3 – RECYCLED WATER MANAGEMENT

### Part 1A – Recycled water schemes

#### Division 1 – Registration

Entity power given to	Section of WSSR	Description
Relevant entity for a recycled water scheme	196AA(1)	Power to apply for registration of the scheme.

#### Division 2 – Changing registration details

Entity power given to	Section of WSSR	Description
Relevant entity for a recycled water scheme which is registered under Chapter 3, Part 1A, Division 2	196AD(1)	Power to apply to change the details of the registration recorded in the register.
Relevant entity for a recycled water scheme which is registered under Chapter 3, Part 1A, Division 2	196AE(1)	Power to apply to cancel the registration if the recycled water is no longer supplied under the scheme.

### Part 2 – Recycled water management planning

Entity power given to	Section of WSSR	Description
Recycled Water Provider	202(1)	Power to apply to the regulator for approval of a recycled water management plan.
Recycled Water Provider	203(1)(b)	Power to sign a statutory declaration verifying the information included in the plan, or any additional information given under section 203(1)(a).
Recycled Water Provider	208(2)	Power to give regulator notice of a stoppage or proposed stoppage of the production or supply of recycled water, in accordance with the circumstances of that section.
Recycled Water Provider	208(5)	Power to, as soon as practicable, give the regulator notice of the stoppage or proposed stoppage of the production or supply

		of recycled water under a scheme and otherwise in the circumstances of that section.
Recycled Water Provider	209(1)	Power to obtain the regulator's agreement to amend the recycled water management plan for the scheme.
Recycled Water Provider	212(2)	Power to apply to the regulator for approval of the proposed amended recycled water management plan.
Recycled Water Provider	212(3)	Power to exercise the delegable powers (if any) contained in sections 202(2), (3) and (4), and sections 203 to 208 as if a reference in the sections to: (a) the recycled water management plan were a reference to the amended recycled water management plan; and (b) the plan were a reference to the amended plan.
Relevant entity for the recycled water scheme	215(1)	If a recycled water management plan has been suspended, power to apply to the regulator for an approval to resume supply of recycled water under the scheme.
Recycled Water Provider	215(3)	Power to exercise the delegable powers (if any) contained in sections 203 and 204 as if a reference in the sections to: (a) the recycled water management plan were a reference to the suspended recycled water management plan; and (b) the plan were a reference to the suspended plan.
Recycled Water Provider	215(7)	Power to exercise the delegable powers (if any) contained in sections 202(2), (3) and (4), and sections 203 to 208 as if a reference in the sections to: (a) the recycled water management plan were a reference to the amended recycled water management plan; and (b) the plan were a reference to the amended plan.

### **Part 3 – Notice about permanently stopping supply of recycled water**

<b>Entity power given to</b>	<b>Section of WSSR</b>	<b>Description</b>
Recycled Water Provider	230(2)	Power to give a notice to the regulator of a proposed stoppage at least 30 days before the supply of recycled water is stopped.
Relevant entity for the critical recycled water scheme (if relevant)	230(4)	Power to give the regulator notice of the proposed stoppage at least 60 days before supply of the recycled water is stopped.
Relevant entity for the critical recycled water scheme (if relevant)	230(6)(b)	Power to sign a statutory declaration verifying the information included in the notice, or any additional information given under section 230(6)(a).
Recycled Water Provider	230(9)	Power to give the regulator notice of a stoppage of recycled water under recycled water scheme within 5 days after the supply stops.

### **Part 4 – Validation Programs**

**[This part applies to a recycled water scheme if recycled water is proposed to be supplied under the scheme to augment a supply of drinking water.]**

<b>Entity power given to</b>	<b>Section of WSSR</b>	<b>Description</b>
Recycled Water Provider	237(1)	Power to apply to the regulator for approval of a validation program.

Relevant entity for the critical recycled water scheme (if relevant)	238(1)(b)	Power to sign a statutory declaration verifying the information included in the program, or any additional information given under section 238(1)(a).
Relevant Entity	242(2)	Power to apply to the regulator for approval of the proposed amended validation program.
Recycled Water Provider	242(3)	Power to exercise the delegable powers (if any) contained in sections 237(2) and sections 238 to 241 as if a reference in the sections to: (a) the validation program were a reference to the amended validation program; and (b) the program were a reference to the amended program.

## Part 6 – Reviews and audits of recycled water management plans

Entity power given to	Section of WSSR	Description
Recycled Water Provider	259(2)(b)	In the specified circumstances, power to apply to the regulator for approval of the amended plan.
Scheme Manager	259(4)	In the specified circumstances, power to apply to the regulator for approval of the amended recycled water management plan for the scheme.
Recycled Water Provider	259(6)	Power to exercise the delegable powers (if any) contained in sections 202(2), (3) and (4), and sections 203 to 208 as if a reference in the sections to: (a) the recycled water management plan were a reference to the amended recycled water management plan; and (b) the plan were a reference to the amended plan.

## Part 7 – Reporting requirements

### Division 4 – Connecting to registered services

Entity power given to	Section of WSSR	Description
Alerting entity	270(2)	In the specified circumstances, power to immediately inform the regulator and, if another entity is the responsible entity for the noncompliance, the responsible entity, of the noncompliance and the circumstances that gave rise to the noncompliance.
Responsible entity for the non-compliance	270(4)	Power to give the regulator notice of the following: (a) the noncompliance and the circumstances that gave rise to the noncompliance; (b) any action taken, or to be taken, by the entity to correct the noncompliance; and (c) the measures the entity will take to prevent the noncompliance in the future.
Alerting entity	271(2)	In the specified circumstances, power to immediately inform the regulator and, if another entity is the responsible entity for prescribed incident, the responsible entity, of the prescribed incident.
Alerting entity	271(4)	In the specified circumstances, power to give the regulator notice of: (a) the prescribed incident and the circumstances that gave rise to the prescribed incident;

		(b) any action taken, or to be taken, by the entity relating to the prescribed incident; and (c) the measures the entity will take to prevent the prescribed incident happening again in the future.
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**Part 8 – Declaration of critical recycled water schemes**

Entity power given to	Section of WSSR	Description
Entity to whom a notice of the regulator's intention to make a decision	303(4)(e)	Power to give the regulator a notice about who the provider and entities agree is the scheme manager.
Relevant entity for a critical recycled water scheme	306(1)	Power to considers the scheme should not be a critical recycled water scheme, and to ask the regulator to review the making of the declaration.
Recycled water providers / entity declared to be part of the scheme	307(2)	In the specified circumstances, power to give the regulator notice of who is the scheme manager.

**Part 10 – Miscellaneous**

Entity power given to	Section of WSSR	Description
Scheme manager for a multiple-entity recycled water scheme	333(2)	In the specified circumstances, power to, by notice, require a recycled water provider or other declared entity for the scheme to give the scheme manager, within a stated reasonable period, information the scheme manager reasonably requires to comply with the scheme manager's obligations under this Act.

**CHAPTER 4 – REFERABLE DAMS AND FLOOD AND DROUGHT MITIGATION**

**Part 1 – Referrable dams**

**Division 2A – Emergency action planning and reporting**

***Subdivision 1 – Preliminary***

Entity power given to	Section of WSSR	Description
Owner of a referable dam	352F	Power to prepare an emergency action plan for a dam under subdivision 3 and to give it to the Chief Executive for approval.

***Subdivision 3 – Preparation of emergency actions plans***

Entity power given to	Section of WSSR	Description
Local Government	352HB(1)	Power to assess and decide whether the emergency action plan is consistent with its disaster management plan.
Local Government	352HB(2)	Power to consult with its local group for the plan.

### **Subdivision 6 – Reviewing emergency action plans**

<b>Entity power given to</b>	<b>Section of WSSR</b>	<b>Description</b>
Owner of a referable dam	352O(2)(c)(ii)	Power to give an emergency action plan for a dam to the Chief Executive.
Owner of a referable dam	352P	The power, before 1 October each year to: <ul style="list-style-type: none"> <li>(a) review the approved emergency action plan for the dam; and</li> <li>(b) give to the Chief Executive: <ul style="list-style-type: none"> <li>(i) a notice stating whether or not the owner proposes an amendment to the plan because of the review; and</li> <li>(ii) if the owner proposes an amendment – a copy of the plan including the proposed amendment.</li> </ul> </li> </ul>

### **Subdivision 7 – Amending emergency action plans**

<b>Entity power given to</b>	<b>Section of WSSR</b>	<b>Description</b>
Owner of a referable dam	352Q(1)	Power to ask the Chief Executive to amend the approved emergency action plan for the dam to: <ul style="list-style-type: none"> <li>7.5 correct a minor error; or</li> <li>7.6 make another change that is not a change of substance.</li> </ul>

### **Subdivision 9 – Emergency event reporting**

<b>Entity power given to</b>	<b>Section of WSSR</b>	<b>Description</b>
Owner of referable dam	352T(2)	Power to prepare a report (an <b>emergency event report</b> ) and to give it to the Chief Executive.
Owner of referable dam	352T(2)(a)	Power to consider when the dam hazard giving rise to the event is no longer a material risk to persons or property.
Owner of referable dam	352T(2)(b)	Power to agree a further period in writing with the Chief Executive.
Owner of referable dam	352U(3)	Power to prepare a report (an <b>emergency event interim report</b> ) and to give it to the Chief Executive officer in accordance with section 352U(2).

### **Division 3 – Safety conditions for existing referable dams**

<b>Entity power given to</b>	<b>Section of WSSR</b>	<b>Description</b>
Owner of a referable dam	354(3)(b)	Power to agree with the Chief Executive, an extended period for deciding safety conditions.

### **Subdivision 2 – Chief Executive may give direction or take action about failure of dam**

<b>Entity power given to</b>	<b>Section of WSSR</b>	<b>Description</b>
Owner of land on which a dam is situated / operator of a dam	359(3)	Power to comply with a notice issued under section 359(1).

Owner of land on which a dam is situated / operator of a dam	359(4)	Power to give to the Chief Executive officer, a notice that the person intends to remove the dam.
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## Part 2 – Flood mitigation manuals and reporting

### Division 2 – Preparation of flood mitigation manuals

Entity power given to	Section of WSSR	Description
Owner of a referable dam	371C	Power to prepare a flood mitigation manual for a dam under division 2 and to give it to the minister for approval.

### Division 3 – Approving flood mitigation manuals

Entity power given to	Section of WSSR	Description
Owner of a referable dam	371H(2)	Power to prepare a new flood mitigation manual and give it to the minister in compliance with a notice given under section 371H.

### Division 4 – Amending and reviewing flood mitigation manuals

Entity power given to	Section of WSSR	Description
Owner of a referable dam	372(2)	Power to amend a flood mitigation manual for a dam in compliance with a notice issued under section 372(1).
Owner of a referable dam	373	Power to: <ul style="list-style-type: none"> <li>(a) review and, if necessary, update a flood mitigation manual; and</li> <li>(b) give a copy of it to the minister for the minister's approval under division 3.</li> </ul>

### Division 5 – Renewing flood mitigation manuals

Entity power given to	Section of WSSR	Description
Owner of a referable dam	374(2)	Power to prepare a new flood mitigation manual for a dam and give it to the minister for approval.

### Division 6 – Annual preparedness report

Entity power given to	Section of WSSR	Description
Owner of a referable dam	375	Power to after 1 August and before 1 September each year: <ul style="list-style-type: none"> <li>(a) prepare a report (an annual preparedness report) under division 6 about the level of preparedness of the dam for a flood event under a flood mitigation manual; and</li> <li>(b) give the report to the Chief Executive.</li> </ul>

### Division 8 – Authorising alternative operational procedures

Entity power given to	Section of WSSR	Description
Owner of a referable dam	378	Power to reasonably consider that: (a) an operational strategy under a flood mitigation manual for a dam does not provide or adequately provide for the flood event; (b) to achieve an objective under the flood mitigation manual and to respond effectively to a flood event that is necessary to: (i) disregard an operational procedure under the manual (the <b>existing procedure</b> ); and (ii) observe a different operational procedure (the <b>alternative procedure</b> ).
Owner of a referable dam	379(1)	Power to give the Chief Executive the information referred to in that section (the <b>authorisation request information</b> ).
Owner of a referable dam	379(2)	Power to give the Chief Executive the authorisation to request information orally.
Owner of a referable dam	379(3)	Power to give the authorisation request information in writing as soon as practicable after giving the Chief Executive the information orally.
Owner of a referable dam	381(1)	Power to make reasonable efforts to contact the Chief Executive to give the Chief Executive the authorisation request information for the alternative procedure.
Owner of a referable dam	381(4)	Power to, as soon as practicable after failing to contact, or losing contact with, the Chief Executive, record the authorisation request information in writing and give it to the Chief Executive.
Owner of a referable dam	381(6)	Power to form the reasonable belief that the Chief Executive is no longer able to respond to the owner for the purpose of subsection (2).

### Division 9 – Flood event reporting

Entity power given to	Section of WSSR	Description
Owner of a referable dam	383(2)	Power to prepare a report (a <b>flood event report</b> ) under division 9 and give it to the Chief Executive.
Owner of a referable dam	383(2)(b)	Power to agree to a further period in writing with the Chief Executive.
Owner of a referable dam	384(3)	Power to comply with a notice given to the owner of the dam under section 384(2).

### Part 4 – Reducing full supply level for safety purposes

Entity power given to	Section of WSSR	Description
Dam Owner	399B(1)	Power to form the belief, based on the advice of a registered professional engineer, that there is an unacceptable risk of a failure of a dam if it operates at the full supply level stated in the resource operations licence for the dam.
Owner	399B(2)	Power to reduce the full supply level of the dam to the level (the <b>reduced full supply level</b> ) that lowers the risk of a failure of

		the dam to a level acceptable to the owner, having regard to the advice of the registered professional engineer.
Owner	399B(4)	Power to consider and include in a notice: 7.7 the reasons why it is necessary to operate the dam at the reduced full supply level; and 7.8 the period for which it is necessary to operate the dam at the reduced supply level.
Owner	399C(3)(a)	Power to decide and include in a report when the owner intends to allow the dam to return to the full supply level stated in the resource operations licence for the dam.
Service Provider	399C(3)(b)	Power to consider and decide and include in a report: i. the impacts the reduced full supply level has had on the provider's customers since its reduction; ii. the likely future impacts on customers for the period for which the provider proposes to keep the dam at a reduced full supply level; and iii. the impacts the reduced full supply level has had or is likely to have on achieving the water plan outcomes for a water plan under the Water Act.

## CHAPTER 5 – INVESTIGATIONS AND ENFORCEMENT MATTERS

### Part 5A – Particular provisions to monitor relevant service providers

#### Division 2 – Improvement plans

Entity power given to	Section of WSSR	Description
Service Provider	446(2)	Power to make an improvement plan.
Service Provider	447	Power to make an improvement plan.

### Part 8 – Notices of cost recovery

#### Division 1 – Show cause notices

Entity power given to	Section of WSSR	Description
Person given a show cause notice, or a copy of a show cause notice	463(1)(d)	Power to make submissions about the show cause notice.

### Part 9 – Enforcement proceeding

Entity power given to	Section of WSSR	Description
Service Provider	475(2)(b) and (c)	Power to start a proceeding for a stated provision.
Service Provider	475(5)	Power to give the Chief Executive notice of the proceeding.
Service Provider	476(1)	Power to commence a proceeding for an enforcement order on behalf of the service provider.

## CHAPTER 6 – OFFENCES, EVIDENTIARY MATTERS AND LEGAL PROCEEDINGS

### Part 3 – Legal proceedings for offences

Entity power given to	Section of WSSR	Description
Person / Service Provider	496	Power to give notice to the Chief Executive of a proceeding.
Person	498(1)	Power to commence a proceeding on behalf of the service provider.

## CHAPTER 7 – REVIEWS, APPEALS AND ARBITRATION

### Part 1 – Preliminary

Entity power given to	Section of WSSR	Description
Interested person for an original decision	512(1)	Power to apply for an internal review of an original decision.
Recipient of a submitter notice	513(3)	Power to make written submissions on the internal review application to the reviewer.

### Part 3 – Appeals and external reviews

Entity power given to	Section of WSSR	Description
Interested person who applied for an internal review of the original decision	517(1)	Power to appeal against or apply for an external review of the review decision under this section.

### Part 4 – Arbitration

Entity power given to	Section of WSSR	Description
Interested person who applied an internal review of the original decision	524(2)	Power to, if dissatisfied with a decision, give the authority under the <i>Queensland Competition Authority Act 1997</i> a notice (a <b>dispute notice</b> ) applying for arbitration on the decision.
Application for arbitration	524A(2)	Power to apply for a stay of a review decision to a Court with jurisdiction to hear the proceeding.
Interested person who gave dispute notice	526	Power to withdraw the dispute notice at any time before the authority makes its decision on the dispute.

## CHAPTER 8 – MISCELLANEOUS

### Part 2 – Relationship with Planning Act

Entity power given to	Section of WSSR	Description
Person	562(2)	Power to appeal against a decision about the application to the Land Court.

### Part 3 – Other miscellaneous provisions

Entity power given to	Section of WSSR	Description
Water Service Provider	573	Power to make guidelines to provide guidance to persons about preparing a water efficiency management plan.
Water Service Provider	575(2)(a)	Power to consider that the information in the document is cybersecurity information.
Water Service Provider	575(2A)	Power to consider whether it is appropriate to keep a copy of the document available for inspection by the public at other places.
Water Service Provider	575A(2)	Power to consider that information in the document is cybersecurity information.

## CHAPTER 10 – OTHER TRANSITIONAL PROVISIONS

### Part 8 – Transitional provisions for *Electricity and Other Legislation Amendment Act 2014*

Entity power given to	Section of WSSR	Description
Administering Authority	670(2)	Power to amend the CSG environmental authority to include public health conditions.
Administering Authority	670(3)	Power to consider an amendment necessary or desirable.
Administering Authority	671(2)	Power to amend the CSG environmental authority to include public health conditions.
Administering Authority	671(3)(a)	Power to consider the amendment necessary or desirable.

## **LIMITATIONS TO THE EXERCISE OF POWER**

8. Where Council in its budget or by resolution allocates an amount for the expenditure of Council funds in relation to a particular matter, in exercising delegated power in relation to that matter, the delegate will only commit Council to reasonably foreseeable expenditure up to the amount allocated.
9. The delegate will not exercise any delegated power in relation to a matter which, to the delegate's knowledge, adversely affects, or is likely to adversely affect, Council's relations with the public at large.
10. The delegate will not exercise any delegated power contrary to a resolution or other decision of Council (including a policy decision relating to the matter).
11. The delegate will not exercise any delegated power in a manner, or which has the foreseeable effect, of being contrary to an adopted Council policy or procedure.
12. The delegate will only exercise a delegated power under this resolution in a manner which complies with the requirements of Council's Planning Scheme, and any exercise of power which involves a departure from or variation of those requirements will only be undertaken by Council.
13. The delegate will not exercise any delegated power which cannot lawfully be the subject of delegation by Council.

[2021 10 20 - WSSR - Sub-Delegation Instrument]

### **Conditions imposed on all Delegations**

1. Delegated powers must be read in the context of other powers and subject to conditions stipulated therein;
2. Delegated powers must be exercised consistently with the provisions of Local Government Acts or Regulations, Council Policies and Procedure, Local Laws and Subordinate Local Laws;
3. Any decisions must be made within the financial delegation of the delegate;
4. The delegate shall not give Council opinions and if opinions are to be provided, may only provide personal opinions of the delegate, not in an official capacity as an employee of the Council;
5. Delegated powers only apply to the delegate to the extent that they relate to a delegate's scope of duties as particularised in the Position Description pertaining to that delegate, or as otherwise approved in writing by the CEO or by Council Policy;
6. A delegate may not sub-delegate a power provided for in this Register to a subordinate staff member without the express written consent of the Chief Executive Officer or under a Policy or Procedure adopted by Council;
7. Any power that is not delegable under a Local Government Act or Regulation, shall not be delegable under this instrument;
8. All delegations are subject to conditions imposed in the original delegation to CEO contained in the Instrument of Delegations of Local Government;

9. Whilst exercising a power, the delegate must take into account Ailan Kastom as defined in section 6 of the *Torres Strait Islander Land Act 1991* (Qld); and
10. All Powers delegated to the Chief Executive Officer in this Instrument shall be subject to prior Council consultation where exercise of such Power in all reasonable likelihood shall:
  - 
  - a. impact on land and/or sea; and/or
  - b. involve payment of compensation regarding land; and/or
  - c. require a budget amendment.

# **INSTRUMENT OF DELEGATION**

## **Torres Strait Island Regional Council** ***Public Health (Infection Control for Personal Appearance Services) Act 2003*** ***("PHIC")***

Under section 257 of the *Local Government Act 2009*, Torres Strait Island Regional Council resolves to delegate the exercise of the powers contained in Schedule 1 to the Chief Executive Officer.

These powers must be exercised subject to the limitations contained in Schedule 2.

All prior resolutions delegating the same powers to the Chief Executive Officer are repealed.

**Public Health (Infection Control for Personal Appearance Services) Act 2003  
("PHIC")**

**Part 4 – Licences to carry on business providing higher risk personal appearance services**

**Division 1 – Applications for and issue of licences**

<b>Entity power given to</b>	<b>Section of PHIC</b>	<b>Description</b>
Local Government	33	Power to consider an application for a licence and either grant, or refuse to grant, the application.
Local Government	34	In the specified circumstances, the power to grant an application for a licence only if satisfied.
Local Government	35(1)	Power to have regard to the specified matters in deciding whether a person is a suitable person to hold a licence.
Local Government	36	In deciding whether premises at which higher risk personal appearance services are to be provided are suitable for providing the services, the power to have regard to the specified matters.
Local Government	37(1)	In the specified circumstances, the power to: <ul style="list-style-type: none"> <li>(a) make inquiries to decide the suitability of: <ul style="list-style-type: none"> <li>(i) the applicant to hold a licence; and</li> <li>(ii) the premises for providing higher risk personal appearance services; and</li> </ul> </li> <li>(b) by notice given to the applicant, require the applicant to give you within the reasonable time of at least 40 days stated in the notice, further information or a document you reasonably require to decide the application.</li> </ul>
Local Government	38(1)	In the specified circumstances, the power to: <ul style="list-style-type: none"> <li>(a) issue a licence to the applicant; and</li> <li>(b) advise the applicant where a copy of the infection control guidelines may be obtained.</li> </ul>
Local Government	38(2)	In the specified circumstances, the power to immediately give the applicant an information notice for the decision.
Local Government	38(3)	In the specified circumstances, the power to immediately give the applicant an information notice for the decision.
Local Government	39(4)	In the specified circumstances, the power to give an information notice to an applicant for the decision.
Local Government	40(2)	Power to decide an earlier date a licence ends.
Local Government	41(1)(c)	Power to impose other reasonable conditions you consider appropriate to give effect to the PHIC by stating the conditions in the licence.
Local Government	41(2)(b)	Power to consider another time, in which you may impose conditions under section 41(1)(c) of the PHIC, is necessary to minimise the infection risk associated with the provision of higher risk personal appearance services under a licensee's licence.
Local Government	41(3)	In the specified circumstances, the power to immediately give a licensee an information notice for the decision.

## Division 2 – Renewal of licences

Entity power given to	Section of PHIC	Description
Local Government	44(4)	Power to consider an application for renewal of a licence and renew, or refuse to renew, a licence.
Local Government	44(5)	In the specified circumstances, the power to have regard to the specified matters.
Local Government	44(6)	In the specified circumstances, the power to immediately give the licensee an information notice for the decision.
Local Government	44(7)	In the specified circumstances, the power to immediately give the licensee an information notice for the decision.
Local Government	45(1)	In the specified circumstances, the power to, by notice given to the licensee, require the licensee to give you, within a reasonable period of at least 40 days stated in the notice, further information or a document you reasonably require to decide the application.
Local Government	46A(4) <sup>1</sup>	Power to consider an application.
Local Government	46A(4) <sup>2</sup>	Power to decide to: (a) restore the licence; or (b) restore the licence subject to conditions; or (c) refuse to restore the licence.
Local Government	46A(5) <sup>3</sup>	In the specific circumstances, the power to have regard to the specified matters.
Local Government	46A(6) <sup>4</sup>	In the specified circumstances, power to give the applicant notice of the decision.
Local Government	46A(7) <sup>5</sup>	In the specified circumstances, the power to immediately give the applicant an information notice.
Local Government	46B(1) <sup>6</sup>	In the specified circumstances, the power to, by notice given to the applicant, require the licensee to give you, within a reasonable period of at least 40 days stated in the notice, further information or a document you reasonably require to decide the application.

## Division 3 – Amendment of licences

Entity power given to	Section of PHIC	Description
Local Government	47(3)	Power to consider an application for an amendment of a licence and amend, or refuse to amend, the licence.
Local Government	47(4)	In the specified circumstances, the power to amend a licence by changing the location of the premises, or adding additional premises, from which the licensee proposes to carry on business providing higher risk personal appearance services.

<sup>1</sup> Note: This section commences on a date to be proclaimed.

<sup>2</sup> Note: This section commences on a date to be proclaimed.

<sup>3</sup> Note: This section commences on a date to be proclaimed.

<sup>4</sup> Note: This section commences on a date to be proclaimed.

<sup>5</sup> Note: This section commences on a date to be proclaimed.

<sup>6</sup> Note: This section commences on a date to be proclaimed.

Local Government	47(5)	In the specified circumstances, the power to amend the licence only if satisfied on reasonable grounds that the premises comply with the requirements of the PHIC.
Local Government	47(6)	In the specified circumstances, the power to immediately give the licensee an information notice for the decision.
Local Government	47(7)	In the specified circumstances, the power to immediately give the licensee an information notice for the decision.
Local Government	48(1)	In the specified circumstances, the power to, by notice given to a licensee, require the licensee to give you, within a reasonable period of at least 40 days stated in the notice, further information or a document you reasonably require to decide the application.

#### Division 4 – Transfer of licences

Entity power given to	Section of PHIC	Description
Local Government	49(3)	Power to consider an application for transfer of a licence and either grant, or refuse to grant, the application.
Local Government	49(4)	Power to grant an application for transfer of a licence only if satisfied of the specified criteria.
Local Government	49(5)	In the specified circumstances, the power to, in relation to the proposed transferee, have regard to the matters to which a local government may have regard in deciding whether a person is a suitable person to hold a licence and whether the premises are suitable for providing higher risk personal appearance services.
Local Government	49(6)	In the specified circumstances, the power to immediately give the licensee an information notice for the decision.
Local Government	49(7)	In the specified circumstances, the power to immediately give a transferee an information notice for the decision.
Local Government	50(1)	In the specified circumstances, the power to, by notice given to a licensee, require the licensee to give you, within a reasonable period of at least 40 days stated in the notice, further information or a document you reasonably require to decide the application.

#### Division 5 – Suspension or cancellation of licences

Entity power given to	Section of PHIC	Description
Local Government	51(2)	In the specified circumstances, the power to have regard to the matters to which a local government may have regard in deciding whether a proposed licensee is a suitable person to hold a licence.
Local Government	52(1)	Power to form the belief a ground exists to suspend or cancel a licence.
Local Government	52(2)	In the specified circumstances, the power to give a licensee a notice under section 52 of the PHIC (a <b>show cause notice</b> ).
Local Government	53(2)	Power to consider all representations (the <b>accepted representations</b> ) made by a licensee under section 53(1) of the PHIC.
Local Government	54(1)	In the specified circumstances, the power to form the belief that a ground no longer exists to suspend or cancel a licence.

Local Government	54(3)	In the specified circumstances, the power to give a licensee notice that no further action is to be taken about a show cause notice.
Local Government	55(1)	In the specified circumstances, the power to form a belief that: (a) a ground still exists to suspend or cancel a licence; and (b) a suspension or cancellation of the licence is warranted.
Local Government	55(3)	In the specified circumstances, the power to: (a) suspend a licence for not longer than the stated period — if the proposed action stated in the show cause notice was to suspend the licence for a stated period; or (b) either cancel a licence or suspend a licence for a period — if the proposed action stated in the show cause notice was to cancel the licence.
Local Government	55(4)	In the specified circumstances, the power to immediately give an information notice for the decision made under section 55(3) of the PHIC to a licensee.
Local Government	56(1)	Power to suspend a licence immediately if you form the belief that: (a) a ground exists to suspend or cancel the licence; and (b) it is necessary to suspend the licence immediately because there is an immediate and serious risk of infection to the licensee's clients.
Local Government	56(2)(a)	Power to effect the suspension by giving an information notice to a licensee about the decision to suspend the licensee's licence together with a show cause notice.
Local Government	56(2)(c)(i)	Power to cancel the remaining period of a suspension.

### Division 6 – Other provisions about licences

Entity power given to	Section of PHIC	Description
Local Government	62(1)	Power to consider an application for replacement of a licence and either grant, or refuse to grant, the application.
Local Government	62(2)	Power to grant an application for replacement of a licence if satisfied the licence has been destroyed, lost or stolen, or damaged in a way to require its replacement.
Local Government	62(3)	In the specified circumstances, the power to, as soon as practicable, issue another licence to the applicant to replace the damaged, destroyed, lost or stolen licence.
Local Government	62(4)	In the specified circumstances, the power to immediately give the applicant an information notice for the decision.

### Part 5 – Mobile higher risk personal appearance services

Entity power given to	Section of PHIC	Description
Second Local Government	65(2)€	In the specified circumstances, the power to request other information reasonably required to ensure the licensee and operator will take reasonable precautions and care to minimise the risk of infection in providing the higher risk personal appearance service.

Second Local Government	65(3)	In the specified circumstances, the power to agree to a lesser period for notification under section 65(2) of the PHIC.
Second Local Government	68(1)(b)	In the specified circumstances, the power to consider that a licensee or operator has done or omitted to do something that, if done or omitted to be done in the first local government area, would be a contravention of the conditions of the licensee's licence.
Second Local Government	68(2)	In the specified circumstances, the power to advise the first local government of the thing done or omitted to be done.
First Local Government	68(2)	In the specified circumstance, the power to notify the first local government of the thing done or omitted to be done in section 68(1).

**Part 6 – Investigation and enforcement**  
**Division 1 – Authorised persons**

Entity power given to	Section of PHIC	Description
Local Government	70(1)	Power to appoint any of the following persons as authorised persons for the local government and its area: (a) employees of the local government; (b) if another local government consents — employees of the other local government; (c) other persons under contract to the local government.
Local Government	70(1)	In the specified circumstances, the power to consent to an employee of the local government being appointed as an authorised person for another local government under the PHIC.
Local Government	70(2)	Power to be satisfied that a person is qualified for appointment because the person has the necessary expertise or experience to be an authorised person.
Local Government	72(1)	Power to impose conditions on how an authorised person holds office in: (a) the authorised person's instrument of appointment; or (b) a signed notice given to the authorised person.

**Division 3 – Monitoring compliance**

Entity power given to	Section of PHIC	Description
Local Government	105(1)	Power to monitor compliance with the PHIC Act by having authorised persons inspect places of business in the local government's area.
Local Government	105(2)	Power to recover monitoring costs by charging business proprietors reasonable fees for inspections carried out.

**Part 7 – Reviews**  
**Division 1 – Internal review of decisions**

Entity power given to	Section of PHIC	Description
Local Government	121(2)	Power to, at any time, extend the time for applying for a review.

Local Government	122(1)	In the specified circumstance, the power to make a further decision (the <b>review decision</b> ) to: (a) confirm the original decision; or (b) amend the original decision; or (c) (substitute another decision for the original decision.
Local Government	122(2)	Power to immediately give the applicant notice of the review decision (the <b>review notice</b> ).

**Part 8 – Legal proceedings**

**Division 3 – Proceedings**

Entity power given to	Section of PHIC	Description
Local Government	140(1)	In the specified circumstances, the power to consider appropriate how a forfeited thing is to be dealt with.
Local Government	140(2)	In the specified circumstances, the power to destroy a forfeited thing.

**Part 9 – Miscellaneous**

Entity power given to	Section of PHIC	Description
Local Government	147	Power to approve forms for use under the PHIC.

**Part 10 – Transitional**

Entity power given to	Section of PHIC	Description
Local Government	153(3)	In the specified circumstances, the power to: (a) assess the suitability of an applicant and premises under the PHIC; and (b) for that purpose make inquiries and require further information or a document under section 37 of the PHIC.
Local Government	154(3)	In the specified circumstances, the power to: (a) assess the suitability of an applicant and premises under the PHIC; and (a) for that purpose make inquiries and require further information or a document under section 45 of the PHIC.
Local Government	155(2)	In the specified circumstances, the power to issue a single licence to cover all the premises.

## **LIMITATIONS TO THE EXERCISE OF POWER**

1. Where Council in its budget or by resolution allocates an amount for the expenditure of Council funds in relation to a particular matter, in exercising delegated power in relation to that matter, the delegate will only commit Council to reasonably foreseeable expenditure up to the amount allocated.
2. The delegate will not exercise any delegated power in relation to a matter which, to the delegate's knowledge, adversely affects, or is likely to adversely affect, Council's relations with the public at large.
3. The delegate will not exercise any delegated power contrary to a resolution or other decision of Council (including a policy decision relating to the matter).
4. The delegate will not exercise any delegated power in a manner, or which has the foreseeable effect, of being contrary to an adopted Council policy or procedure.
5. The delegate will only exercise a delegated power under this resolution in a manner which complies with the requirements of Council's Planning Scheme, and any exercise of power which involves a departure from or variation of those requirements will only be undertaken by Council.
6. The delegate will not exercise any delegated power which cannot lawfully be the subject of delegation by Council.

[2021 09 27 - PHIC - Delegation Instrument]

### **Conditions imposed on all Delegations**

1. Delegated powers must be read in the context of other powers and subject to conditions stipulated therein;
2. Delegated powers must be exercised consistently with the provisions of Local Government Acts or Regulations, Council Policies and Procedure, Local Laws and Subordinate Local Laws;
3. Any decisions must be made within the financial delegation of the delegate;
4. The delegate shall not give Council opinions and if opinions are to be provided, may only provide personal opinions of the delegate, not in an official capacity as an employee of the Council;
5. Delegated powers only apply to the delegate to the extent that they relate to a delegate's scope of duties as particularised in the Position Description pertaining to that delegate, or as otherwise approved in writing by the CEO or by Council Policy;
6. A delegate may not sub-delegate a power provided for in this Register to a subordinate staff member without the express written consent of the Chief Executive Officer or under a Policy or Procedure adopted by Council;
7. Any power that is not delegable under a Local Government Act or Regulation, shall not be delegable under this instrument;
8. All delegations are subject to conditions imposed in the original delegation to CEO contained in the Instrument of Delegations of Local Government;

9. Whilst exercising a power, the delegate must take into account Ailan Kastom as defined in section 6 of the *Torres Strait Islander Land Act 1991* (Qld); and
10. All Powers delegated to the Chief Executive Officer in this Instrument shall be subject to prior Council consultation where exercise of such Power in all reasonable likelihood shall:
  - 
  - a. impact on land and/or sea; and/or
  - b. involve payment of compensation regarding land; and/or
  - c. require a budget amendment.

# DELEGABLE POWERS UNDER THE PUBLIC HEALTH (INFECTION CONTROL FOR PERSONAL APPEARANCE SERVICES) ACT 2003 ("PHIC")

## Part 4 – Licences to carry on business providing higher risk personal appearance services

### Division 1 – Applications for and issue of licences

Entity power given to	Section of PHIC	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Local Government	33	Power to consider an application for a licence and either grant, or refuse to grant, the application.				
Local Government	34	In the specified circumstances, the power to grant an application for a licence only if satisfied.				
Local Government	35(1)	Power to have regard to the specified matters in deciding whether a person is a suitable person to hold a licence.				
Local Government	36	In deciding whether premises at which higher risk personal appearance services are to be provided are suitable for providing the services, the power to have regard to the specified matters.				
Local Government	37(1)	In the specified circumstances, the power to: (a) make inquiries to decide the suitability of: (i) the applicant to hold a licence; and				

		<p>(ii) the premises for providing higher risk personal appearance services; and</p> <p>(b) by notice given to the applicant, require the applicant to give you within the reasonable time of at least 40 days stated in the notice, further information or a document you reasonably require to decide the application.</p>				
Local Government	38(1)	In the specified circumstances, the power to: <p>(a) issue a licence to the applicant; and</p> <p>(b) advise the applicant where a copy of the infection control guidelines may be obtained.</p>				
Local Government	38(2)	In the specified circumstances, the power to immediately give the applicant an information notice for the decision.				
Local Government	38(3)	In the specified circumstances, the power to immediately give the applicant an information notice for the decision.				
Local Government	39(4)	In the specified circumstances, the power to give an information notice to an applicant for the decision.				
Local Government	40(2)	Power to decide an earlier date a licence ends.				
Local Government	41(1)(c)	Power to impose other reasonable conditions you consider appropriate to give effect to the PHIC by stating the conditions in the licence.				
Local Government	41(2)(b)	Power to consider another time, in which you may impose conditions under section 41(1)(c) of the PHIC, is necessary to minimise the infection risk associated with the provision of higher risk personal				

		appearance services under a licensee's licence.				
Local Government	41(3)	In the specified circumstances, the power to immediately give a licensee an information notice for the decision.				

### Division 2 – Renewal of licences

Entity power given to	Section of PHIC	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Local Government	44(4)	Power to consider an application for renewal of a licence and renew, or refuse to renew, a licence.				
Local Government	44(5)	In the specified circumstances, the power to have regard to the specified matters.				
Local Government	44(6)	In the specified circumstances, the power to immediately give the licensee an information notice for the decision.				
Local Government	44(7)	In the specified circumstances, the power to immediately give the licensee an information notice for the decision.				
Local Government	45(1)	In the specified circumstances, the power to, by notice given to the licensee, require the licensee to give you, within a reasonable period of at least 40 days stated in the notice, further information or a document you reasonably require to decide the application.				
Local Government	46A(4) <sup>7</sup>	Power to consider an application.				

<sup>7</sup> Note: This section commences on a date to be proclaimed.

Local Government	46A(4) <sup>8</sup>	Power to decide to: (a) restore the licence; or (b) restore the licence subject to conditions; or (c) refuse to restore the licence.				
Local Government	46A(5) <sup>9</sup>	In the specific circumstances, the power to have regard to the specified matters.				
Local Government	46A(6) <sup>10</sup>	In the specified circumstances, power to give the applicant notice of the decision.				
Local Government	46A(7) <sup>11</sup>	In the specified circumstances, the power to immediately give the applicant an information notice.				
Local Government	46B(1) <sup>12</sup>	In the specified circumstances, the power to, by notice given to the applicant, require the licensee to give you, within a reasonable period of at least 40 days stated in the notice, further information or a document you reasonably require to decide the application.				

### Division 3 – Amendment of licences

Entity power given to	Section of PHIC	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Local Government	47(3)	Power to consider an application for an amendment of a licence and amend, or refuse to amend, the licence.				
Local Government	47(4)	In the specified circumstances, the power to amend a licence by changing the location of				

<sup>8</sup> Note: This section commences on a date to be proclaimed.

<sup>9</sup> Note: This section commences on a date to be proclaimed.

<sup>10</sup> Note: This section commences on a date to be proclaimed.

<sup>11</sup> Note: This section commences on a date to be proclaimed.

<sup>12</sup> Note: This section commences on a date to be proclaimed.

		the premises, or adding additional premises, from which the licensee proposes to carry on business providing higher risk personal appearance services.				
Local Government	47(5)	In the specified circumstances, the power to amend the licence only if satisfied on reasonable grounds that the premises comply with the requirements of the PHIC.				
Local Government	47(6)	In the specified circumstances, the power to immediately give the licensee an information notice for the decision.				
Local Government	47(7)	In the specified circumstances, the power to immediately give the licensee an information notice for the decision.				
Local Government	48(1)	In the specified circumstances, the power to, by notice given to a licensee, require the licensee to give you, within a reasonable period of at least 40 days stated in the notice, further information or a document you reasonably require to decide the application.				

#### Division 4 – Transfer of licences

Entity power given to	Section of PHIC	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Local Government	49(3)	Power to consider an application for transfer of a licence and either grant, or refuse to grant, the application.				
Local Government	49(4)	Power to grant an application for transfer of a licence only if satisfied of the specified criteria.				
Local Government	49(5)	In the specified circumstances, the power to, in relation to the proposed transferee, have regard to the matters to which a local				

		government may have regard in deciding whether a person is a suitable person to hold a licence and whether the premises are suitable for providing higher risk personal appearance services.				
Local Government	49(6)	In the specified circumstances, the power to immediately give the licensee an information notice for the decision.				
Local Government	49(7)	In the specified circumstances, the power to immediately give a transferee an information notice for the decision.				
Local Government	50(1)	In the specified circumstances, the power to, by notice given to a licensee, require the licensee to give you, within a reasonable period of at least 40 days stated in the notice, further information or a document you reasonably require to decide the application.				

#### Division 5 – Suspension or cancellation of licences

Entity power given to	Section of PHIC	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Local Government	51(2)	In the specified circumstances, the power to have regard to the matters to which a local government may have regard in deciding whether a proposed licensee is a suitable person to hold a licence.				
Local Government	52(1)	IPower to form the belief a ground exists to suspend or cancel a licence.				
Local Government	52(2)	In the specified circumstances, the power to give a licensee a notice under section 52 of the PHIC (a <b>show cause notice</b> ).				

Local Government	53(2)	Power to consider all representations (the <b>accepted representations</b> ) made by a licensee under section 53(1) of the PHIC.				
Local Government	54(1)	In the specified circumstances, the power to form the belief that a ground no longer exists to suspend or cancel a licence.				
Local Government	54(3)	In the specified circumstances, the power to give a licensee notice that no further action is to be taken about a show cause notice.				
Local Government	55(1)	In the specified circumstances, the power to form a belief that: (a) a ground still exists to suspend or cancel a licence; and (b) a suspension or cancellation of the licence is warranted.				
Local Government	55(3)	In the specified circumstances, the power to: (a) suspend a licence for not longer than the stated period — if the proposed action stated in the show cause notice was to suspend the licence for a stated period; or (b) either cancel a licence or suspend a licence for a period — if the proposed action stated in the show cause notice was to cancel the licence.				
Local Government	55(4)	In the specified circumstances, the power to immediately give an information notice for the decision made under section 55(3) of the PHIC to a licensee.				
Local Government	56(1)	Power to suspend a licence immediately if you form the belief that: (a) a ground exists to suspend or cancel the licence; and				

		(b) it is necessary to suspend the licence immediately because there is an immediate and serious risk of infection to the licensee's clients.				
Local Government	56(2)(a)	Power to effect the suspension by giving an information notice to a licensee about the decision to suspend the licensee's licence together with a show cause notice.				
Local Government	56(2)(c)(i)	Power to cancel the remaining period of a suspension.				

### Division 6 – Other provisions about licences

Entity power given to	Section of PHIC	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Local Government	62(1)	Power to consider an application for replacement of a licence and either grant, or refuse to grant, the application.				
Local Government	62(2)	Power to grant an application for replacement of a licence if satisfied the licence has been destroyed, lost or stolen, or damaged in a way to require its replacement.				
Local Government	62(3)	In the specified circumstances, the power to, as soon as practicable, issue another licence to the applicant to replace the damaged, destroyed, lost or stolen licence.				
Local Government	62(4)	In the specified circumstances, the power to immediately give the applicant an information notice for the decision.				

**Part 5 – Mobile higher risk personal appearance services**

Entity power given to	Section of PHIC	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Second Local Government	65(2)€	In the specified circumstances, the power to request other information reasonably required to ensure the licensee and operator will take reasonable precautions and care to minimise the risk of infection in providing the higher risk personal appearance service.				
Second Local Government	65(3)	In the specified circumstances, the power to agree to a lesser period for notification under section 65(2) of the PHIC.				
Second Local Government	68(1)(b)	In the specified circumstances, the power to consider that a licensee or operator has done or omitted to do something that, if done or omitted to be done in the first local government area, would be a contravention of the conditions of the licensee's licence.				
Second Local Government	68(2)	In the specified circumstances, the power to advise the first local government of the thing done or omitted to be done.				
First Local Government	68(2)	In the specified circumstance, the power to notify the first local government of the thing done or omitted to be done in section 68(1).				

**Part 6 – Investigation and enforcement**

**Division 1 – Authorised persons**

Entity power given to	Section of PHIC	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Local Government	70(1)	Power to appoint any of the following persons as authorised persons for the local government and its area: (a) employees of the local government; (b) if another local government consents — employees of the other local government; (c) other persons under contract to the local government.				
Local Government	70(1)	In the specified circumstances, the power to consent to an employee of the local government being appointed as an authorised person for another local government under the PHIC.				
Local Government	70(2)	Power to be satisfied that a person is qualified for appointment because the person has the necessary expertise or experience to be an authorised person.				
Local Government	72(1)	Power to impose conditions on how an authorised person holds office in: (a) the authorised person’s instrument of appointment; or (b) a signed notice given to the authorised person.				

### Division 3 – Monitoring compliance

Entity power given to	Section of PHIC	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Local Government	105(1)	Power to monitor compliance with the PHIC Act by having authorised persons inspect places of business in the local government's area.				
Local Government	105(2)	Power to recover monitoring costs by charging business proprietors reasonable fees for inspections carried out.				

### Part 7 – Reviews

#### Division 1 – Internal review of decisions

Entity power given to	Section of PHIC	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Local Government	121(2)	Power to, at any time, extend the time for applying for a review.				
Local Government	122(1)	In the specified circumstance, the power to make a further decision (the <b>review decision</b> ) to: (a) confirm the original decision; or (b) amend the original decision; or (c) (substitute another decision for the original decision.				
Local Government	122(2)	Power to immediately give the applicant notice of the review decision (the <b>review notice</b> ).				

**Part 8 – Legal proceedings**

**Division 3 – Proceedings**

Entity power given to	Section of PHIC	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Local Government	140(1)	In the specified circumstances, the power to consider appropriate how a forfeited thing is to be dealt with.				
Local Government	140(2)	In the specified circumstances, the power to destroy a forfeited thing.				

**Part 9 – Miscellaneous**

Entity power given to	Section of PHIC	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Local Government	147	Power to approve forms for use under the PHIC.				

**Part 10 – Transitional**

Entity power given to	Section of PHIC	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Local Government	153(3)	In the specified circumstances, the power to: (a) assess the suitability of an applicant and premises under the PHIC; and (b) for that purpose make inquiries and require further information or a document under section 37 of the PHIC.				
Local Government	154(3)	In the specified circumstances, the power to: (a) assess the suitability of an applicant and premises under the PHIC; and				

		(a) for that purpose make inquiries and require further information or a document under section 45 of the PHIC.				
Local Government	155(2)	In the specified circumstances, the power to issue a single licence to cover all the premises.				

[2021 09 27 - PHIC - Delegation Table]



**Position:** Insert Position

**Position Code:** Insert Position Code

## POWERS SUB-DELEGATED

### *Public Health (Infection Control for Personal Appearance Services) Act 2003* (*"PHIC"*)

**Part 4 – Licences to carry on business providing higher risk personal appearance services**

**Division 1 – Applications for and issue of licences**

Entity power given to	Section of PHIC	Description
Local Government	33	Power to consider an application for a licence and either grant, or refuse to grant, the application.
Local Government	34	In the specified circumstances, the power to grant an application for a licence only if satisfied.
Local Government	35(1)	Power to have regard to the specified matters in deciding whether a person is a suitable person to hold a licence.
Local Government	36	In deciding whether premises at which higher risk personal appearance services are to be provided are suitable for providing the services, the power to have regard to the specified matters.
Local Government	37(1)	In the specified circumstances, the power to: <ul style="list-style-type: none"> <li>(a) make inquiries to decide the suitability of: <ul style="list-style-type: none"> <li>(i) the applicant to hold a licence; and</li> <li>(ii) the premises for providing higher risk personal appearance services; and</li> </ul> </li> <li>(b) by notice given to the applicant, require the applicant to give you within the reasonable time of at least 40 days stated in the notice, further information or a document you reasonably require to decide the application.</li> </ul>
Local Government	38(1)	In the specified circumstances, the power to: <ul style="list-style-type: none"> <li>(a) issue a licence to the applicant; and</li> <li>(b) advise the applicant where a copy of the infection control guidelines may be obtained.</li> </ul>
Local Government	38(2)	In the specified circumstances, the power to immediately give the applicant an information notice for the decision.
Local Government	38(3)	In the specified circumstances, the power to immediately give the applicant an information notice for the decision.
Local Government	39(4)	In the specified circumstances, the power to give an information notice to an applicant for the decision.
Local Government	40(2)	Power to decide an earlier date a licence ends.
Local Government	41(1)(c)	Power to impose other reasonable conditions you consider appropriate to give effect to the PHIC by stating the conditions in the licence.
Local Government	41(2)(b)	Power to consider another time, in which you may impose conditions under section 41(1)(c) of the PHIC, is necessary to minimise the infection risk associated with the provision of higher risk personal appearance services under a licensee's licence.

Local Government	41(3)	In the specified circumstances, the power to immediately give a licensee an information notice for the decision.
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### Division 2 – Renewal of licences

Entity power given to	Section of PHIC	Description
Local Government	44(4)	Power to consider an application for renewal of a licence and renew, or refuse to renew, a licence.
Local Government	44(5)	In the specified circumstances, the power to have regard to the specified matters.
Local Government	44(6)	In the specified circumstances, the power to immediately give the licensee an information notice for the decision.
Local Government	44(7)	In the specified circumstances, the power to immediately give the licensee an information notice for the decision.
Local Government	45(1)	In the specified circumstances, the power to, by notice given to the licensee, require the licensee to give you, within a reasonable period of at least 40 days stated in the notice, further information or a document you reasonably require to decide the application.
Local Government	46A(4) <sup>13</sup>	Power to consider an application.
Local Government	46A(4) <sup>14</sup>	Power to decide to: (a) restore the licence; or (b) restore the licence subject to conditions; or (c) refuse to restore the licence.
Local Government	46A(5) <sup>15</sup>	In the specific circumstances, the power to have regard to the specified matters.
Local Government	46A(6) <sup>16</sup>	In the specified circumstances, power to give the applicant notice of the decision.
Local Government	46A(7) <sup>17</sup>	In the specified circumstances, the power to immediately give the applicant an information notice.
Local Government	46B(1) <sup>18</sup>	In the specified circumstances, the power to, by notice given to the applicant, require the licensee to give you, within a reasonable period of at least 40 days stated in the notice, further information or a document you reasonably require to decide the application.

### Division 3 – Amendment of licences

Entity power given to	Section of PHIC	Description
Local Government	47(3)	Power to consider an application for an amendment of a licence and amend, or refuse to amend, the licence.
Local Government	47(4)	In the specified circumstances, the power to amend a licence by changing the location of the premises, or adding additional premises, from which the licensee proposes to carry on business providing higher risk personal appearance services.

<sup>13</sup> Note: This section commences on a date to be proclaimed.

<sup>14</sup> Note: This section commences on a date to be proclaimed.

<sup>15</sup> Note: This section commences on a date to be proclaimed.

<sup>16</sup> Note: This section commences on a date to be proclaimed.

<sup>17</sup> Note: This section commences on a date to be proclaimed.

<sup>18</sup> Note: This section commences on a date to be proclaimed.

Local Government	47(5)	In the specified circumstances, the power to amend the licence only if satisfied on reasonable grounds that the premises comply with the requirements of the PHIC.
Local Government	47(6)	In the specified circumstances, the power to immediately give the licensee an information notice for the decision.
Local Government	47(7)	In the specified circumstances, the power to immediately give the licensee an information notice for the decision.
Local Government	48(1)	In the specified circumstances, the power to, by notice given to a licensee, require the licensee to give you, within a reasonable period of at least 40 days stated in the notice, further information or a document you reasonably require to decide the application.

#### Division 4 – Transfer of licences

Entity power given to	Section of PHIC	Description
Local Government	49(3)	Power to consider an application for transfer of a licence and either grant, or refuse to grant, the application.
Local Government	49(4)	Power to grant an application for transfer of a licence only if satisfied of the specified criteria.
Local Government	49(5)	In the specified circumstances, the power to, in relation to the proposed transferee, have regard to the matters to which a local government may have regard in deciding whether a person is a suitable person to hold a licence and whether the premises are suitable for providing higher risk personal appearance services.
Local Government	49(6)	In the specified circumstances, the power to immediately give the licensee an information notice for the decision.
Local Government	49(7)	In the specified circumstances, the power to immediately give a transferee an information notice for the decision.
Local Government	50(1)	In the specified circumstances, the power to, by notice given to a licensee, require the licensee to give you, within a reasonable period of at least 40 days stated in the notice, further information or a document you reasonably require to decide the application.

#### Division 5 – Suspension or cancellation of licences

Entity power given to	Section of PHIC	Description
Local Government	51(2)	In the specified circumstances, the power to have regard to the matters to which a local government may have regard in deciding whether a proposed licensee is a suitable person to hold a licence.
Local Government	52(1)	Power to form the belief a ground exists to suspend or cancel a licence.
Local Government	52(2)	In the specified circumstances, the power to give a licensee a notice under section 52 of the PHIC (a <b>show cause notice</b> ).
Local Government	53(2)	Power to consider all representations (the <b>accepted representations</b> ) made by a licensee under section 53(1) of the PHIC.
Local Government	54(1)	In the specified circumstances, the power to form the belief that a ground no longer exists to suspend or cancel a licence.

Local Government	54(3)	In the specified circumstances, the power to give a licensee notice that no further action is to be taken about a show cause notice.
Local Government	55(1)	In the specified circumstances, the power to form a belief that: (a) a ground still exists to suspend or cancel a licence; and (b) a suspension or cancellation of the licence is warranted.
Local Government	55(3)	In the specified circumstances, the power to: (a) suspend a licence for not longer than the stated period — if the proposed action stated in the show cause notice was to suspend the licence for a stated period; or (b) either cancel a licence or suspend a licence for a period — if the proposed action stated in the show cause notice was to cancel the licence.
Local Government	55(4)	In the specified circumstances, the power to immediately give an information notice for the decision made under section 55(3) of the PHIC to a licensee.
Local Government	56(1)	Power to suspend a licence immediately if you form the belief that: (a) a ground exists to suspend or cancel the licence; and (b) it is necessary to suspend the licence immediately because there is an immediate and serious risk of infection to the licensee's clients.
Local Government	56(2)(a)	Power to effect the suspension by giving an information notice to a licensee about the decision to suspend the licensee's licence together with a show cause notice.
Local Government	56(2)(c)(i)	Power to cancel the remaining period of a suspension.

### Division 6 – Other provisions about licences

Entity power given to	Section of PHIC	Description
Local Government	62(1)	Power to consider an application for replacement of a licence and either grant, or refuse to grant, the application.
Local Government	62(2)	Power to grant an application for replacement of a licence if satisfied the licence has been destroyed, lost or stolen, or damaged in a way to require its replacement.
Local Government	62(3)	In the specified circumstances, the power to, as soon as practicable, issue another licence to the applicant to replace the damaged, destroyed, lost or stolen licence.
Local Government	62(4)	In the specified circumstances, the power to immediately give the applicant an information notice for the decision.

### Part 5 – Mobile higher risk personal appearance services

Entity power given to	Section of PHIC	Description
Second Local Government	65(2)€	In the specified circumstances, the power to request other information reasonably required to ensure the licensee and operator will take reasonable precautions and care to minimise the risk of infection in providing the higher risk personal appearance service.

Second Local Government	65(3)	In the specified circumstances, the power to agree to a lesser period for notification under section 65(2) of the PHIC.
Second Local Government	68(1)(b)	In the specified circumstances, the power to consider that a licensee or operator has done or omitted to do something that, if done or omitted to be done in the first local government area, would be a contravention of the conditions of the licensee's licence.
Second Local Government	68(2)	In the specified circumstances, the power to advise the first local government of the thing done or omitted to be done.
First Local Government	68(2)	In the specified circumstance, the power to notify the first local government of the thing done or omitted to be done in section 68(1).

**Part 6 – Investigation and enforcement**  
**Division 1 – Authorised persons**

Entity power given to	Section of PHIC	Description
Local Government	70(1)	Power to appoint any of the following persons as authorised persons for the local government and its area: (a) employees of the local government; (b) if another local government consents — employees of the other local government; (c) other persons under contract to the local government.
Local Government	70(1)	In the specified circumstances, the power to consent to an employee of the local government being appointed as an authorised person for another local government under the PHIC.
Local Government	70(2)	Power to be satisfied that a person is qualified for appointment because the person has the necessary expertise or experience to be an authorised person.
Local Government	72(1)	Power to impose conditions on how an authorised person holds office in: (a) the authorised person's instrument of appointment; or (b) a signed notice given to the authorised person.

**Division 3 – Monitoring compliance**

Entity power given to	Section of PHIC	Description
Local Government	105(1)	Power to monitor compliance with the PHIC Act by having authorised persons inspect places of business in the local government's area.
Local Government	105(2)	Power to recover monitoring costs by charging business proprietors reasonable fees for inspections carried out.

**Part 7 – Reviews**  
**Division 1 – Internal review of decisions**

Entity power given to	Section of PHIC	Description
Local Government	121(2)	Power to, at any time, extend the time for applying for a review.

Local Government	122(1)	In the specified circumstance, the power to make a further decision (the <b>review decision</b> ) to: (a) confirm the original decision; or (b) amend the original decision; or (c) (substitute another decision for the original decision.
Local Government	122(2)	Power to immediately give the applicant notice of the review decision (the <b>review notice</b> ).

**Part 8 – Legal proceedings**

**Division 3 – Proceedings**

Entity power given to	Section of PHIC	Description
Local Government	140(1)	In the specified circumstances, the power to consider appropriate how a forfeited thing is to be dealt with.
Local Government	140(2)	In the specified circumstances, the power to destroy a forfeited thing.

**Part 9 – Miscellaneous**

Entity power given to	Section of PHIC	Description
Local Government	147	Power to approve forms for use under the PHIC.

**Part 10 – Transitional**

Entity power given to	Section of PHIC	Description
Local Government	153(3)	In the specified circumstances, the power to: (a) assess the suitability of an applicant and premises under the PHIC; and (b) for that purpose make inquiries and require further information or a document under section 37 of the PHIC.
Local Government	154(3)	In the specified circumstances, the power to: (a) assess the suitability of an applicant and premises under the PHIC; and (a) for that purpose make inquiries and require further information or a document under section 45 of the PHIC.
Local Government	155(2)	In the specified circumstances, the power to issue a single licence to cover all the premises.

## LIMITATIONS TO THE EXERCISE OF POWER

7. Where Council in its budget or by resolution allocates an amount for the expenditure of Council funds in relation to a particular matter, in exercising delegated power in relation to that matter, the delegate will only commit Council to reasonably foreseeable expenditure up to the amount allocated.
8. The delegate will not exercise any delegated power in relation to a matter which, to the delegate's knowledge, adversely affects, or is likely to adversely affect, Council's relations with the public at large.
9. The delegate will not exercise any delegated power contrary to a resolution or other decision of Council (including a policy decision relating to the matter).
10. The delegate will not exercise any delegated power in a manner, or which has the foreseeable effect, of being contrary to an adopted Council policy or procedure.
11. The delegate will only exercise a delegated power under this resolution in a manner which complies with the requirements of Council's Planning Scheme, and any exercise of power which involves a departure from or variation of those requirements will only be undertaken by Council.
12. The delegate will not exercise any delegated power which cannot lawfully be the subject of delegation by Council.

[2021 09 27 - PHIC - Sub-Delegation Instrument]

### Conditions imposed on all Delegations

1. Delegated powers must be read in the context of other powers and subject to conditions stipulated therein;
2. Delegated powers must be exercised consistently with the provisions of Local Government Acts or Regulations, Council Policies and Procedure, Local Laws and Subordinate Local Laws;
3. Any decisions must be made within the financial delegation of the delegate;
4. The delegate shall not give Council opinions and if opinions are to be provided, may only provide personal opinions of the delegate, not in an official capacity as an employee of the Council;
5. Delegated powers only apply to the delegate to the extent that they relate to a delegate's scope of duties as particularised in the Position Description pertaining to that delegate, or as otherwise approved in writing by the CEO or by Council Policy;
6. A delegate may not sub-delegate a power provided for in this Register to a subordinate staff member without the express written consent of the Chief Executive Officer or under a Policy or Procedure adopted by Council;
7. Any power that is not delegable under a Local Government Act or Regulation, shall not be delegable under this instrument;
8. All delegations are subject to conditions imposed in the original delegation to CEO contained in the Instrument of Delegations of Local Government;

9. Whilst exercising a power, the delegate must take into account Ailan Kastom as defined in section 6 of the *Torres Strait Islander Land Act 1991* (Qld); and
10. All Powers delegated to the Chief Executive Officer in this Instrument shall be subject to prior Council consultation where exercise of such Power in all reasonable likelihood shall:
  - 
  - a. impact on land and/or sea; and/or
  - b. involve payment of compensation regarding land; and/or
  - c. require a budget amendment.



# TORRES STRAIT ISLAND REGIONAL COUNCIL COUNCIL REPORT

<b>ORDINARY MEETING:</b>	July 2022
<b>DATE:</b>	19 & 20 July 2022
<b>ITEM:</b>	Agenda Item for Resolution by Council
<b>SUBJECT:</b>	Policy Matter – Procurement & Ethical Sourcing Policy for review
<b>AUTHOR:</b>	Nicola Daniels, Head of Financial Services

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## **Recommendation:**

Council resolves:

1. To adopt the Procurement & Ethical Sourcing Policy in the form attached;
2. Pursuant to sections 236 and 257 of the Local Government Act 2009 (Qld), to delegate to the Chief Executive Officer (CEO) the power to:
  - a) Enter into, negotiate, make, sign, amend or discharge contracts or sub-delegate such powers up to a value of \$200,000 (ex. GST), subject to the limitations provided for in the Procurement & Ethical Sourcing Policy; and
  - b) Enter into, negotiate, make, sign, amend or discharge contracts or sub-delegate such powers for recurring operational expenditure, subject to the limitations provided for in the Procurement & Ethical Sourcing Policy.

## **Executive Summary:**

Section 198 of the Local Government Regulation 2012 imposes upon Council the obligation of adopting a Procurement Policy and reviewing this policy annually. This statutory policy was previously endorsed in June 2021 with an annual review date of June 2022.

Council officers are proposing a further review date occur by 31 October 2022 with the purpose of some material changes to provide a fairer framework that promotes indigenous organisations or provides more social or environmental benefits to Torres Strait Communities and allowing sufficient time to for all the appropriate stakeholders to have input before the final report is put to Council.

## **Background:**

Council's current Procurement and Ethical Sourcing Policy aims to provide a procurement framework which is open and transparent and provides value for money in compliance with section 198 of the Local Government Regulation 2012. However regular monitoring and review of policies is necessary to reflect legislative changes and to continuously improve Council governance.

It is required to be reviewed annually. No material changes have presently been proposed although it is proposed that consultation about further material changes be undertaken and the Policy be further reviewed by 31 October 2022.

## **Comment:**

Policies to be endorsed are listed in the table below with a summary of changes.

Policy	Changes
Procurement and Ethical Sourcing Policy	<ul style="list-style-type: none"> <li>• Review Date</li> <li>• Position Title amendments</li> <li>• Inclusion of previous council resolution regarding QBuild contracts for upgrades and homeownership work</li> </ul>

**Consultation:**

Key personnel from internal functions:

- Financial Services
- MacDonnells Law

**Links to Strategic Plans:**

This Policy strategically aligns to specific delivery objectives under all 3 pillars of Council's Corporate Plan, being *People, Sustainability and Prosperity*.

**Risk:**

The Procurement and Ethical Sourcing Policy ensures that all legislative requirements are fulfilled and that best practice procurement activities are implemented to mitigate risk to Council and to ensure best possible procurement outcomes to the organisation.

**Statutory Requirements:**

*Local Government Act 2009*

*Local Government Regulation 2012*

**Conclusion:**

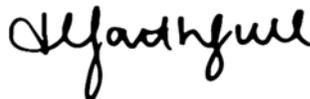
Council resolves:

1. To adopt the Procurement & Ethical Sourcing Policy in the form attached;
2. Pursuant to sections 236 and 257 of the Local Government Act 2009 (Qld), to delegate to the Chief Executive Officer (CEO) the power to:
  - a) Enter into, negotiate, make, sign, amend or discharge contracts or sub-delegate such powers up to a value of \$200,000 (ex. GST), subject to the limitations provided for in the Procurement & Ethical Sourcing Policy; and
  - b) Enter into, negotiate, make, sign, amend or discharge contracts or sub-delegate such powers for recurring operational expenditure, subject to the limitations provided for in the Procurement & Ethical Sourcing Policy.



**Endorsed:**

Nicola Daniels  
Head of Financial Services



**Recommended:**

Hollie Faithfull  
Executive Director Financial Services



**Approved:**

James William  
Chief Executive Officer

**Attachments:**

The following polices have been attached. Only tracked changes that are significant or that Council officers would like Council to pay specific attention to, have been kept.

- Procurement and Ethical Sourcing Policy

# Procurement and Ethical Sourcing Policy

<b>Responsible Manager:</b>	Executive Director Financial Services
<b>Head of power:</b>	<i>Local Government Act 2009</i> <i>Local Government Regulation 2012</i>
<b>Authorised by:</b>	Council
<b>Authorised on:</b>	xx July 2022
<b>Implemented from:</b>	July 2022
<b>Last reviewed:</b>	July 2022
<b>Review history:</b>	2012, 2013, 2014, 2017, 2018, 2019, 2020, 2021
<b>To be reviewed:</b>	<del>June 2023</del> <u>31 October 2022</u>
<b>Corporate Plan:</b>	People, Sustainability and Prosperity

## **1. Purpose**

This policy aims to provide Torres Strait Island Regional Council with a procurement framework which is open and transparent and provides value for money in compliance with Section 198 of the *Local Government Regulation 2012*.

The Council is committed to better target their procurement activities to ensure local Indigenous businesses have equitable access to the procurement opportunities that exist within Council and deliver improved economic, environmental and social outcomes for the Torres Strait region holistically.

## **2. Application**

This policy applies to all Council procurement activities.

## **3. Legislation**

All Council procurement must be carried out in compliance with the *Local Government Act 2009* and the *Local Government Regulation 2012*.

## **4. Procurement**

Procurement means to purchase, hire, lease, rental, exchange or any other commercial transaction involving the outlay of funds in return for the provision of goods, equipment and or services. The purchase of goods, works, or services shall not be broken down into unreasonable components or reduced order quantities in order to avoid the necessity to comply with the dollar limit requirements under this Policy.

## **5. Sustainable and Social Procurement**

### **Torres Strait Islander and Social Procurement**

Council is committed to the development of local Torres Strait Islander businesses and social procurement, a strategic approach to meeting social objectives through procurement and contracting, and in particular facilitating employment opportunities to communities within Council's jurisdiction and the Torres Strait region.

Torres Strait Islander and social procurement delivers benefits to Council including:

- Developing and attracting Torres Strait Islander businesses and social enterprises;
- Encouraging local businesses to include Torres Strait Islander, social or community objectives into daily business practices;
- Promoting employment opportunities and inclusive and accessible work environments for young people or older persons who are unemployed and people with disabilities;
- Building the skills, knowledge and ability of not-for-profit community groups to enable them to access funds and expand services.

Council intends to use a portion of its annual procurement spend to engage suppliers that provide a direct benefit to the communities within Council's jurisdiction and the Torres Strait region, including offering quoting opportunities directly to Torres Strait Islander businesses, social enterprises and social benefit suppliers.

## **Sustainable Procurement**

Council is committed to protecting the environment and doing business with ethical and socially responsible suppliers and procuring goods and services that achieve sustainability outcomes such as those that have a reduced negative impact on the environment and/or an improved social outcome. When procuring goods and services, Council will consider:

- Strategies to avoid unnecessary consumption and manage demand;
- Minimising environmental impacts over the whole-of-life of the goods and /or services;
  - Products that are durable and long lasting e.g. avoiding or reducing disposable products and single use plastics;
  - Products that consume less energy, fuel or water in their operation;
- Supplier's socially responsible practices; and
- Value for money over the whole-of-life of the goods and/or services, rather than just initial cost.

Torres Strait Islander, social and sustainable procurement must be conducted in line with consideration to the sound contracting principles and other legislative requirements.

## **6. Provisions**

### **Objectives**

Council's procurement activities aim to achieve beneficial outcomes by:

- Promoting value for money with probity and accountability;
- Advancing Council's economic, social and environmental policies;
- Providing reasonable opportunity for local Indigenous businesses to supply to Council;
- Promoting compliance with relevant legislation; and
- Promoting continuous improvement and best practice in procurement activities.

### **Responsibility**

Council officers are required to:

- Adhere to the sound contracting principles as stipulated in the *Local Government Act 2009*;
- Preserve Council's integrity in the procurement process to ensure that council acts beyond reproach in all dealings; and
- Obtain best value whole of life costs.

During the entire procurement process, any officers who intend to have any input or influence should ensure they have read Council's Code of Conduct as well as the supporting documents to this Policy.

All officers involved in procurement and contracting activity must comply with the following interlinked principles and objectives of probity:

- Use of a competitive process;
- Fairness and impartiality;
- Transparency of process;
- Independence through effective management of conflicts of interest;
- Accountability of process; and
- Security and confidentiality of information and materials.

Officers participating in procurement and contracting activities must comply with the requirements of Council's Code of Conduct, and the supporting documents to this Procurement Policy and must:

- Notify the Strategic Sourcing Manager immediately they become aware of any conflict of interest (perceived, potential or actual);
- Not accept gifts from parties related to any procurement or contracting activity; and
- Action the pre and post offer declarations of conflict of interest and confidentiality as applicable.

Councillors and staff must ensure that they do not participate in any action, which may be deemed to be:

- Canvassing by any party with a material interest in the procurement; or
- Releasing commercial in confidence information; or
- Collusion - i.e. collaboration between parties involved in the procurement process.

Any approach or known evidence of canvassing, breach of confidentiality or collusion must be reported to the Chief Executive Officer.

## **7. Sound Contracting Principles**

Council officers must have regard to the sound contracting principles set out in section 104(3) of the *Local Government Act 2009*:

- a) value for money;
- b) open and effective competition;
- c) the development of competitive local business and industry;
- d) environmental protection;
- e) ethical behaviour and fair dealing.

### **Value for money**

The objective of the value for money principles is to ensure that all procurement and contracting activities represent the best return and performance for money spent from a whole-of-life cost perspective to assist Council to effectively and efficiently use public money.

Value for money should not be limited to price alone. In assessing value for money, officers must consider:

- The contribution to the advancement of Council priorities and vision, including buying from local Torres Strait Island businesses and organisations as first preference, community and social benefits, and suitability considerations consistent with and supporting the strategic direction of the Corporate Plan;
- Factors such as fit for purpose, innovation, maintenance and support, relevant experience and performance, availability and suitability of staff, plant and equipment, application of relevant and sound systems of operational management, risk, legal and reputation exposure and business continuity; and
- Cost related factors including whole-of-life costs, transactional costs and risk exposure associated with the acquisition, use, administration, holding, maintenance and disposal of the goods and/or services.

As the application of the value for money principle may not necessarily favour the lowest price, contracting decisions must substantiate how application of the principles ensures council is receiving the most advantageous outcome for our community.

### **Open and effective competition**

Procurement processes must be open and transparent to suppliers and the public and result in effective competition in the provision of all goods and services. Council must give fair and equitable consideration to all prospective suppliers.

### **Development of competitive local business and industry**

Council will proactively support local Torres Strait Islander owned businesses, organisations and industry to provide jobs within Council's jurisdiction, and the greater Torres Strait region, in recognition of the economic and social benefits that this brings. When applying these principles Council will:

- Buy from local Torres Strait Islander businesses and organisations as first preference;
- Reserve the right to invite only local Torres Strait Islander owned businesses, organisations and industry to quote for appropriate contracts; and
- Include a statement in its invitation to quote/tender documentation that Council, through this policy, encourages the development of competitive local Torres Strait Islander businesses, organisations and industry.

A local supplier means a supplier that maintains a workforce whose usual place of residency is located within Council's jurisdiction and/or the Torres Strait region. If a capable local supplier does not exist within the Torres Strait region, the area should be extended to include the Cape York and Cairns region and then extended progressively to Queensland, then Australia until a suitable supplier is identified.

### **Environmental protection**

The objective of the principle of environmental protection is to maintain commitment to long-term ecological sustainability through procurement and contracting activities that conserve resources, save energy, minimise waste, protect human health and maintain environmental quality and safety.

In undertaking procurement activities council will endeavour to:

- Promote the procurement of environmentally friendly goods and services that satisfy the value for money criteria;
- Foster the development of products and processes of low environmental and climatic impact;
- Provide an example to business, industry and the community by promoting the use of climatically and environmentally friendly goods and services;
- Ensure suppliers clean up construction sites and remove all plant and equipment from islands; and
- Encourage environmentally responsible activities.

### **Ethical behaviour and fair dealing**

Council officers must behave with impartiality, fairness, independence, openness, integrity and professionalism in their discussions and negotiations with suppliers and their representatives.

It is the responsibility of Council officers to report any actual, potential or perceived conflict of interest to their branch manager prior to and during any business dealings.

## 8. Budgetary Provisions

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.

## 9. Procurement Guidelines

### Procurement Thresholds

Value threshold (GST excl.)	RFQ Documentation
Under \$2,000	1 written quote
\$2,000 to \$14,999	2 written quotes
\$15,000 to under \$200,000	3 written quotes
≥ \$200,000	Public tender

When seeking quotations, officers should consider the likelihood of exceeding the value thresholds listed above in a financial year. If there is a risk that these limits will be exceeded, then the appropriate number of quotes or a public tender should be sought. All thresholds are cumulative thresholds. If the anticipated value of goods or services of a similar nature procured from the same supplier exceeds \$200,000 in a financial year, or over the proposed term of the contractual arrangement, then a public tender is required.

## 10. Exemptions to Procurement Guidelines

Legislation obligates Council to utilise a public tender process (or a closed tender process if an expression of interest has first been called to shortlist tenderers) before making a contract for the carrying out of work, or the supply of goods and services involving a value of \$200,000 or more, unless there is a legislative exemption.

Council officers must follow the procurement guidelines unless they utilise a legislative exemption. Exemptions are provided for under sections 229-235 of the *Local Government Regulation 2012*. These exemptions are:

- A quote or tender consideration plan
- A contractor on an approved contractor list
- A supplier on a register of pre-qualified suppliers
- A supplier on a preferred supplier arrangement
- A supplier on another LGA arrangement, e.g. LGAQ (LocalBuy).

Further exemptions exist if:

- Council resolves (Council resolution obtained) it is satisfied that there is only one supplier who is reasonably available (sole suppliers); or
- Council resolves that, because of the specialised or confidential nature of the services that are sought, it would be impractical or disadvantageous for the local government to invite quotes or tender; or
- A genuine emergency exists; or
- The contract is for the purchase of goods and is made by public auction; or
- The contract is for the purchase of second-hand goods; or
- The contract is made with, or under an arrangement with, a government agency e.g. Queensland State Government arrangements.

Refer to sections 230-235 of the *Local Government Regulation 2012* for further details on the above exemptions.

### **Register of Pre-qualified Suppliers (ROPS)**

Council may establish a ROPS for carrying out of works, goods, services or ICT, by inviting public tenders. Suppliers must submit a tender response and if successful following the evaluation process, suppliers are appointed to the ROPS for a term of up to three years. Once the ROPS is established, further quotes or cost estimates from selected suppliers are required to ensure value for money.

### **Preferred Supplier Arrangement (PSA)**

Council can establish a PSA where better value for money can be obtained by aggregating the demand for goods and services. Council must invite public tenders and evaluate submissions from suppliers in order for suppliers to be successfully appointed to the PSA. Prices or a schedule of rates are usually fixed for the duration of the arrangement.

### **Sole Suppliers**

Where the required goods or services are available only from one original source or available from only one stockist, agent or supplier with relative ease of accessibility to Council, the supply of those goods and or services can be applied for under a sole supplier arrangement via Council resolution.

Procurement provides a report on an annual basis listing all proposed sole supplier arrangements, for the financial year, for adoption by Council. A report is presented to Council bi-annually listing expenditure on sole suppliers.

### **Emergencies**

In recognition that full compliance with existing Council procurement procedures may not support Council's needs during a critical or emergency incident, an alternative procurement process may operate during the incident. This alternative process aims to accommodate urgent Council needs, while ensuring that the procurement process adopted is reasonable and conducted with appropriate consideration of standard procurement principles.

Any emergency procurement must be authorised by the Chief Executive Officer, once a critical or emergency incident has been declared. Such incidents are:

- A state of disaster declared under the *Disaster Management Act 2003*, or any other emergency declaration made by the State's Premier under an enactment;
- Any incident declared by the Chief Executive Officer where the safety or security of any person or property associated with the Council is threatened; and
- An external incident to which the Chief Executive Officer has authorised the provision of urgent support.

Once the immediacy of the incident has passed, purchase orders must be raised to record the expenditure in the same way as they would have been in normal circumstances.

As soon as practical upon cessation of the emergency, a report must be presented to Council to authorise the unapproved expenditure, where this expenditure exceeds delegation, and the methodology by which it was incurred. The Council Resolution must define the genuine emergency situation (such as natural disaster), as well as delegate authority.

## **11. Financial Delegation**

The Chief Executive Officer has procurement authority of \$200,000. Any amount greater than this requires Council approval.

The Chief Executive Officer further has delegation to issue requests for quotes and tenders for any project up to any amount.

Other officers may only incur expenditure on behalf of Council if:

- The officer has been granted the financial delegation by the Chief Executive Officer and this delegation has been recorded in the Register of Financial Delegations, and
- The expenditure is provided for in Council's budget, and
- The officer has received training in Council's procurement systems and procedures, or
- There is a disaster/genuine emergency.

No officer, except the Chief Executive Officer may have procurement delegation exceeding \$200,000.

The Chief Executive Officer must approve all financial delegations by recording them in a register of financial delegations to enable procurement activities to occur.

Appendix 1 lists the delegations for all management positions.

## **12. Variations to Purchases**

For the purposes of this policy, variation refers solely to a financial deviation from original contract value. The contract can be a Council purchase order or agreement signed by a delegated Council officer with an external service provider/organisation. Other variations such as non-financial scope changes, extension of time etc are to be managed by delegated Council officers.

Variation procedures are as follows:

- Each variation can only be approved by an officer up to their authorised contractual and financial delegation;
- All variations are to be approved in writing;
- Each variation requires an additional line item on the original purchase order stating the scope and cost.

Manager Responsible for Review:

Executive Director Financial  
Services

**Adoption:** xx July 2022  
**Due for Revision:** 30 June 2023

James William  
Chief Executive Officer

## Appendix 1 – Financial and Contractual Delegations

Officers may incur expenditure on behalf of Council but only if the expenditure is provided for in Council’s budget the officer’s position has been delegated the power to enter into contracts up to an amount not less than the amount of the expenditure proposed to be incurred.

Each delegation to an officer of the power to enter into contract must be delegated by the Chief Executive Officer.

The delegation is a positional delegation and remains in force unless revoked by the Chief Executive Officer.

Any officer incurring expenditure on behalf of Council must do so in accordance with any constraints imposed by Council or the Chief Executive Officer.

Position	Delegation (ex GST)
Chief Executive Officer	\$200,000
<u>Chief Executive Officer Building Services relating to QBuild contracts for upgrades and homeownership works only</u>	\$350,000
<u>Executive Director / Director</u> <del>Chief Engineer</del>	<u>\$50,000</u>
Head of Department and Functional Manager	\$35,000
Regional Manager	\$25,000
Regional Building Supervisor	\$25,000
Senior Executive Assistant to <del>Mayor and</del> CEO <u>Executive Assistant to Mayor</u>	\$25,000
Divisional Manager	\$10,000
Other officers where financial delegation is considered an operational requirement, CEO discretion	\$10,000

Council further delegate to the Chief Executive Officer the authority to negotiate, finalise and execute recurring operational expenditure, that are within the adopted budget. These include rent on leased Council premises, Council rates, electricity, telephone, freight, fuel, vehicle registration and others, regardless of whether the value of the expenditure is more or less than \$200,000.



# TORRES STRAIT ISLAND REGIONAL COUNCIL COUNCIL REPORT

<b>ORDINARY MEETING:</b>	July 2022
<b>DATE:</b>	19 & 20 July 2022
<b>ITEM:</b>	Agenda Item for Resolution by Council
<b>SUBJECT:</b>	Contractual Matter - Sole Suppliers
<b>AUTHOR:</b>	Nicola Daniels, Head of Financial Services

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## **Recommendation:**

That Council resolves:

1. In accordance with Regulations 235(a) and 235(b) of the *Local Government Regulation 2012*, that no quotes or tenders need to be sought prior to procuring goods and services from the suppliers listed in Attachment A because Council is satisfied those suppliers are either:
  - a. the only suppliers reasonably available; or
  - b. it would be impracticable or disadvantageous for Council to invite quotes or tenders because of the specialised or confidential nature of the services offered by those suppliers.
2. To adopt the Register in Attachment A.
3. To delegate power to the Chief Executive Officer pursuant to Sections 236 and 257 of the *Local Government Act 2009* to enter into, negotiate, make, sign, amend or discharge contracts with suppliers on the Sole Supplier Register without seeking quotes or tenders or sub-delegate such powers, subject to the limitations provided for in the Procurement & Ethical Sourcing Policy.
4. To note Attachment B.

## **Executive Summary:**

It has become a practice for a number of local governments to consider and if appropriate adopt a Sole Suppliers Register each year.

Council's Procurement and Ethical Sourcing Policy contemplates such Register and provides that:

1. A report will be provided to Council on an annual basis listing all proposed sole suppliers' arrangements, for the financial year, for adoption by Council;
2. A report will be presented to Council bi-annually listing Council's expenditure on each of those sole suppliers.

Council's Sole Supplier Register was last reviewed in June 2021 and was due for renewal in June 2022. After review by relevant stakeholders, the Register has been amended to add two suppliers and remove three suppliers.

## **Background:**

It is a requirement of the *Local Government Regulation 2012* and Council's Procurement and Ethical Sourcing Policy to invite written quotations or tenders in certain circumstances.

Regulations 235(a) and 235(b) of the *Local Government Regulation 2012* allow Council to procure goods and services without obtaining written quotations or tenders if Council resolves that either:

1. Pursuant to Regulation 235(a) of the Local Government Regulation, there is only one supplier who is reasonably available; or
2. Pursuant to Regulation 235(b) that because of the specialised or confidential nature of their services, it would be impracticable or disadvantageous for Council to invite quotes or tenders.

It has become a practice for a number of local governments to consider and if appropriate adopt a Sole Supplier Register each year.

**Comment:**

- Council officers have canvassed relevant stakeholders and now present for Council's consideration and adoption, if appropriate, Council's Sole Supplier Register at Attachment A.
- Council officers have also prepared and now present Council's expenditure on each of those sole suppliers for noting at Attachment B.

**Considerations**

Risk Management

Permitting Council officers to enter into contracts without first inviting written quotes or tenders removes one of the internal controls Council could otherwise expect to assist it in minimising opportunities for misappropriation, fraud, favouritism, ensuring competitiveness, limiting complaints etc.

This risk needs to be balanced against the practicality of procuring goods and services in circumstances where there may be limited suppliers or specialised services required.

The financial risk to Council is mitigated by Council officers having assessed these products as being suitable products and the suppliers as being the only reasonable option from which Council can obtain the relevant goods and services.

Pricing will also be regularly benchmarked against comparable products or suppliers to ensure commercial competitiveness.

The ongoing review of who is a sole supplier will ensure that responsible financial and professional practises are utilised to maintain a sustainable framework within procurement across Council. It also ensures that Council provides sound governance and economic management in monitoring these suppliers and the marketplace.

Council Finance

Despite the risks above, there are no direct financial implications that arise from this recommendation.

**Consultation:**

Internal Council Departments

MacDonnell Law

### **Links to Strategic Plans:**

This project strategically aligns to specific delivery objectives under the Sustainability pillar of Council's Corporate Plan.

### **Statutory Requirements:**

*Local Government Act 2009*

*Local Government Regulation 2012*

### **Conclusion:**

That Council resolves:

5. In accordance with Regulations 235(a) and 235(b) of the *Local Government Regulation 2012*, that no quotes or tenders need to be sought prior to procuring goods and services from the suppliers listed in Attachment A because Council is satisfied those suppliers are either:
  - c. the only suppliers reasonably available; or
  - d. it would be impracticable or disadvantageous for Council to invite quotes or tenders because of the specialised or confidential nature of the services offered by those suppliers.
6. To adopt the Register in Attachment A.
7. To delegate power to the Chief Executive Officer pursuant to Sections 236 and 257 of the *Local Government Act 2009* to enter into, negotiate, make, sign, amend or discharge contracts with suppliers on the Sole Supplier Register without seeking quotes or tenders or sub-delegate such powers, subject to the limitations provided for in the Procurement & Ethical Sourcing Policy.
8. To note Attachment B.



**Recommended:**

Nicola Daniels  
Head of Financial Services



**Endorsed**

Hollie Faithfull  
Executive Director, Financial Services



**Approved:**

James William  
Chief Executive Officer

### **Attachments**

Attachment A: Sole supplier register

Attachment B: Sole supplier annual spend

## ATTACHMENT A

Supplier	Product/Service	Justification for Sole Supplier Status
Adobe	Acrobat Pro DC and Creative Cloud Suite	Only supplier available for pdf documents used by Council
Avdata	Data reporting and billing services to airports across Australia to enable collection of landing fees.	Only supplier available to run service in the region
Avionics Airfield Lighting	Only company in Australia who provides the required goods and services	Only supplier able to provide the specific goods and services required
Badu Island Foundation	Accommodation and supply of gas - Badu	Only supplier of goods and services on Badu
Cairns Security Monitoring	Security services in Grafton St.	Supplier nominated by Landlord
CodeTwo Exchange Rules Pro	Email and email signature management software	Supplier of the software in use, no other options for support and maintenance
Endeavour Foundation	Secure document destruction for on-site blue bins	Only blue bin collection service available
Ergon Energy	Electricity, Power Cards, Maintenance to power lines	Only provider available
Independent Aviation Pty Ltd	Supply of Air Transport Services	Only provider available
Island & Cape	Fuel - Badu	Only provider on Badu
Kailag Enterprises (Lowatta Lodge)	Accommodation - Masig	Only provider on Masig
M & M Mini Mart	Groceries - Hammond	Only provider on Hammond
Mer Gedkem Le	Accommodation - Mer	Only provider on Mer
Miradore	Mobile Device Management software	Supplier of the software in use, no other options for support and maintenance
Practical Plus	Payroll system maintenance	Supplier of the software in use, no other options for support and maintenance
Procore and ProEst	Construction and project management system	Supplier of the software in use, no other options for support and maintenance
Smartsheet	Collaboration and Work / Project Management application (online forms etc)	supplier of the software used by Council and contains historical data, no other options for support and maintenance
St Pauls Lodge	Accommodation - St Pauls	Only provider on St. Pauls
TAFE Queensland North	Training providers	Only supplier able to provide certain training (apprentices and certificates)
TCMStrata	Body Corporate Management for Thursday Island Office, 2/46 Victoria PDE.	Determined by Body Corporate of property
TeamViewer	Remote Administration Tool	supplier of the software used by Council and contains historical data, no other options for support and maintenance

<b>Supplier</b>	<b>Product/Service</b>	<b>Justification for Sole Supplier Status</b>
Tom Cowles Locksmith	Only locksmith in the Torres Strait	Only provider in the region. Have on file the registered lock structures for TSIRC Fuel Depots
Torres Strait Funerals	Only funeral director in the Torres Strait	Only provider in the region
Whispir	Cloud-based communication platform used in emergency situations to broadcast messages via SMS and email.	supplier of the software, no other options for support and maintenance
<b>ADDITIONS TO SOLE SUPPLIER REGISTER</b>		
Protrain	On ground Pest Management Training	Only TO that travels to TS and conducts PMT training
Talent Propeller	Online Recruitment Service	Supplier of the software in use, no other options for support and maintenance
<b>REMOVED FROM SOLE SUPPLIER REGISTER</b>		
Mr Gabriel Bani	Consultation service for name change	Services no longer required
TechnologyOne	Council's core enterprise suite (document management and financial management)	On local buy for specified products / services
Telstra	Telecommunications provider	On local buy for specified products / services

**ATTACHMENT B**

Annual spend by supplier for sole suppliers endorsed in June 2022

<b>Supplier</b>	<b>Product/Service</b>	<b>Annual spend</b>
Adobe	Acrobat Pro DC and Creative Cloud Suite	4,337.94
Avdata	Data reporting and billing services to airports across Australia to enable collection of landing fees.	5,663.91
Avionics Airfield Lighting	Only company in Australia who provides the required goods and services	114,877.21
Badu Island Foundation	Accommodation and supply of gas - Badu	29,959.63
Cairns Security Monitoring	Security services in Grafton St.	5,216.00
CodeTwo Exchange Rules Pro	Email and email signature management software	2,949.04
Endeavour Foundation	Secure document destruction for on-site blue bins	2,380.50
Ergon Energy	Electricity, Power Cards, Maintenance to power lines	1,649,659.25
Independent Aviation Pty Ltd	Supply of Air Transport Services	22,211.09
Island & Cape	Fuel - Badu	84,001.86
Kailag Enterprises (Lowatta Lodge)	Accommodation - Masig	33,043.63
M & M Mini Mart	Groceries - Hammond	228.59
Mer Gedkem Le	Accommodation - Mer	125,477.27
Miradore	Mobile Device Management software	7,520.11
Mr Gabriel Bani	Consultation service for name change	-
Practical Plus	Payroll system maintenance	-
Procure and ProEst	Construction and project management system	67,768.32
Smartsheet	Collaboration and Work / Project Management application (online forms etc)	18,700.20
St Pauls Lodge	Accommodation - St Pauls	32,863.64
TAFE Queensland North	Training providers	2,446.40
TCMStrata	Body Corporate Management for Thursday Island Office, 2/46 Victoria PDE.	105,637.52
TeamViewer	Remote Administration Tool	3,226.04
TechnologyOne	Council's core enterprise suite (document management and financial management)	319,481.90
Telstra	Telecommunications provider	1,025,191.27
Tom Cowles Locksmith	Only locksmith in the Torres Strait	8,211.47
Torres Strait Funerals	Only funeral director in the Torres Strait	-
Whispir	Cloud-based communication platform used in emergency situations to broadcast messages via SMS and email.	-



# TORRES STRAIT ISLAND REGIONAL COUNCIL

## AGENDA REPORT

<b>ORDINARY MEETING:</b>	July 2022
<b>DATE:</b>	19 – 20 July 2022
<b>ITEM:</b>	Agenda Item for Resolution by Council
<b>SUBJECT:</b>	Deed of Variation – Department of Education
<b>AUTHOR:</b>	Dawson Sailor, Head of Community Services

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### **Resolution:**

Council resolves to

- Approve Deed of Variation No.7 with Department of Education  
and
- Delegate authority to the Chief Executive Officer under the provisions of the *Local Government Act 2009*:
  - power to make, amend or charge the funding agreement; and
  - power to negotiate, finalise and executive any and all matters associated in relation to this funding agreement, without limitation any options and/or variations.

### **Executive Summary:**

The purpose of this report formally seeks Council resolution and enter into agreement with Department of Education in accordance with the terms outlined in Deed of Variation No. 7 funding agreement for 2022-23 financial year.

In accordance with Councils Strategic External Grant Funding Policy "*Formal Council resolution is required prior to the execution of grant funding agreements for amounts over \$1,000,000,000.*"

The Agreement allows continuation of services in Aragon Child Care and also Hammond Island Outside School Hours Care (OSHC).

### **Background:**

The Commonwealth Department of Education provides grant funding for Council to deliver child care (Badu) and after school care services (Hammond).

As outlined in June's 2022 Report, Aragon Child Care provides services to 44 enrolled participants and Hammond Outside School Care has 11 kids enrolled and accessing services.

The funding supports operational costs such as salaries and on-costs; running costs of the building and also as the field is heavily regulated, necessary licences for the centres and it's workforce.

### **Funding background**

On 3<sup>rd</sup> July 2018, the Commonwealth Govt through Department of Education and TSIRC entered into a Grant Agreement to fund delivery of Child Care and OSHC services under the Community Child Care Fund Restricted Grants to 30<sup>th</sup> June 2023. Total value of the Agreement is \$3,943,479.00 excluding GST and apportioned across the financial years.

In accordance with the agreement, both parties agree to execute variation of deed each financial year. This Variation of Deed (attached) commits Council for the final year of Agreement (2022-23).

Total value of the Variation of Deed 2022-23 is \$650,000 to continue service delivery. A breakdown of the 2022-23 Funding is outlined below in Table 1.

Table 1:

Service Name	Total Funding 2022-23
Aragun Child Care Centre	\$500,000-00
Hammond Island Outside School Hours	\$150,000-00
<b>Total</b>	<b>\$650,000-00</b>

**Comment:**

Nil

**Considerations**

Risk Management

Day to day risks are managed by Director and Educators in the Centres while Manager of Community Services and Head of Dept manages overall operational and strategic risks which are detailed in Councils Riskware.

In terms of Risk for this grant, it is a final year of a 4 year funding round. Risk is limited, however it is managements responsibility to advocate for recurrent and increased funding for the service.

Council Finance

Council contributes own sourced funds to cover deficit. This is outlined in budget adoption for Council in July 2022 Ordinary meeting.

**Consultation:**

- Department of Education
- Manager Community Services
- Grant Team, Enterprise Development
- Business Services Accountant

**Links to Strategic Plans:**

Outcome 3: We ensure accessibility to community support services

- 3.2 Delivery of childcare support models in partnership with the community.

**Statutory Requirements:**

*Local Government Act 2009*

*Local Government Regulation 2012*

**Conclusion:**

That Council resolves to approve and delegate authority to the Chief Executive Officer in accordance with the *Local Government Act 2009* to execute any and all matters associated with or in relation to this funding agreement.



**Endorsed:**

Dawson Sailor  
Head of Community Services



**Recommended:**

James William  
Chief Executive Officer





# TORRES STRAIT ISLAND REGIONAL COUNCIL COUNCIL REPORT

<b>ORDINARY MEETING:</b>	July 2022
<b>DATE:</b>	19 & 20 July 2022
<b>ITEM:</b>	Agenda Item for Resolution by Council
<b>SUBJECT:</b>	Adoption of Water Utility Charges for the 2022/23 Financial Year
<b>AUTHOR:</b>	Hollie Faithfull, Executive Director Financial Services

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## **Recommendation:**

1. Council resolves that pursuant to Section 94 of the *Local Government Act 2009* (Qld) and Regulation 99 of the *Local Government Regulation 2012* (Qld), Council make and levy water utility charges for the supply of water services by Council for the 2022/2023 financial year as follows:

### Residential:

- (a) An annual access charge of \$218 per building (noting there may be more than one building on each property) shall be applied and levied in equal half-yearly instalments to land that is occupied and used solely for residential purposes (excluding residential land the subject of a 40-year lease to the State Government);

### Mixed Use:

- (b) An annual access charge of \$1,090.50 per building (noting there may be more than one building on each property) shall be applied and levied in equal half-yearly instalments to land that is used, in part, for residential purposes and used, in part, for commercial/industrial purposes, including, but not limited to guest houses, motels, home-run businesses and tourist facilities and including whether owned by Council or owned by the occupant as a private property or Katter Lease.
- (c) In respect of all such properties and/or premises classified as mixed use at which a water meter is installed on the water service connection to such property and/or premises, water use shall be charged at the rate of \$1.50 per kilolitre for all water passing through the water meter within the water year.

### Commercial:

- (d) An annual access charge of \$2,181 per building (noting there may be more than one building on each property) shall be applied and levied in equal half-yearly instalments to land that is occupied and used for commercial/industrial purposes, including, but not limited to:
  - i. guest houses, hotels, motels;
  - ii. shops, tourist facilities, arts and culture activities;
  - iii. land used by government or utility (telecommunications, electricity);
  - iv. providers to aid in the delivery of commercial and/or government services. i.e. Education, Health, Customs, etc; or
  - v. all other land not categorised as residential or mixed use

- (e) In respect of all such properties and/or premises classified as commercial at which a water meter is installed on the water service connection to such property and/or premises, water use shall be charged at the rate of \$3 per kilolitre for all water passing through the water meter within the water year.
2. Council resolves, pursuant to Regulation 102 of the *Local Government Regulation 2012* (Qld) that a water meter will be taken to be read on a particular day (nominated day) if the water meter is read at anytime within 2 weeks before the nominated day or 2 weeks after the nominated day.

**Executive Summary:**

This report provides the details of the water utility access and usage charges for the 2022/23 financial year which have both increased 5% (rounded to the nearest 50 cents) respectively, as part of the formulation of the 2022/23 original budget.

**Comment:**

- Each year, as part of the adoption of the Annual Budget, Council is required to adopt the water utility charges with the differential rating categories under which rates and charges will be levied for the financial year.

**Consultation:**

Key personnel from internal functions and external organisations:

- Financial Services
- Engineering Services
- MacDonnell Law

**Risk Management:**

There are no specific risk management issues to consider when adopting the water utility charges.

**Council Finances**

The 2022-2023 budget, rating resolutions and related policies provide financial resources for Council for the coming financial year.

**Statutory Requirements:**

*Local Government Act 2009*

*Local Government Regulation 2012*

**Conclusion:**

Adoption of utility charges are in accordance with sections 94 of the *Local Government Act 2009* and chapter 4, part 7 of the *Local Government Regulation 2012*.



**Recommended:**

Nicola Daniels  
Head of Financial Services



**Endorsed:**

Hollie Faithfull  
Executive Director Financial Services



**Approved:**

James William  
Chief Executive Officer



# TORRES STRAIT ISLAND REGIONAL COUNCIL COUNCIL REPORT

<b>ORDINARY MEETING:</b>	July 2022
<b>DATE:</b>	19 & 20 July 2022
<b>ITEM:</b>	Agenda Item for Resolution by Council
<b>SUBJECT:</b>	Adoption of Sewerage Utility Charges for the 2022/23 Financial Year
<b>AUTHOR:</b>	Hollie Faithfull, Executive Director Financial Services

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## **Recommendation:**

1. Council resolves that pursuant to Section 94 of the Local Government Act 2009 (Qld) and Regulation 99 of the Local Government Regulation 2012 (Qld), Council make and levy sewerage utility charges, for the supply of sewerage services by the Council for the 2022/2023 financial year as follows:

### Residential:

- (a) An annual access charge of \$261.00 per building (noting there may be more than one building on each property) shall be applied and levied in equal half-yearly instalments to land that is occupied and used solely for residential purposes (excluding residential land the subject of a 40-year lease to the State Government);

### Mixed Use:

- (b) An annual access charge of \$1,305.00 per water closet (being a single pedestal, 1.3 meters of urinal or 1-3 wall hung urinals) shall be applied and levied in equal half-yearly instalments to land that is used, in part, for residential purposes and used, in part, for commercial/industrial purposes, including, but not limited to guest houses, motels, home-run businesses and tourist facilities and including whether owned by Council or owned by the occupant as a private property or Katter Lease.

### Commercial:

- (c) An annual access charge of \$2,610.00 per water closet (being a single pedestal, 1.3 meters of urinal or 1-3 wall hung urinals) shall be applied and levied in equal half-yearly instalments to land that is occupied and used for commercial/industrial purposes, including, but not limited to:
  - (i) guest houses, hotels, motels;
  - (ii) shops, tourist facilities, arts and culture activities;
  - (iii) land used by government or utility (telecommunications, electricity);
  - (iv) providers to aid in the delivery of commercial and/or government services. i.e. Education, Health, Customs, etc; or
  - (v) all other land not categorised as residential or mixed use.

**Executive Summary:**

This report provides the details of the sewerage utility charges that will be levied for the 2022/23 financial year. A 5% increase (rounded to the nearest 50 cents) has been applied, as part of the formulation of the 2022/23 original budget.

**Comment:**

- Each year, as part of the adoption of the Annual Budget, Council is required to adopt the sewerage utility charges with the differential rating categories under which rates and charges will be levied for the financial year.

**Consultation:**

Key personnel from internal functions and external organisations:

- Financial Services
- Engineering Services
- MacDonnell Law

**Risk Management:**

There are no specific risk management issues to consider when adopting the sewerage utility charges.

**Council Finances**

The 2022-2023 budget, rating resolutions and related policies provide financial resources for Council for the coming financial year.

**Statutory Requirements:**

*Local Government Act 2009*

*Local Government Regulation 2012*

**Conclusion:**

Adoption of utility charges are in accordance with sections 94 of the *Local Government Act 2009* and section 99 of the *Local Government Regulation 2012*.

**Recommended:**

Nicola Daniels  
Head of Financial Services

**Endorsed:**

Hollie Faithfull  
Executive Director Financial Services

**Approved:**

James William  
Chief Executive Officer



# TORRES STRAIT ISLAND REGIONAL COUNCIL COUNCIL REPORT

<b>ORDINARY MEETING:</b>	July 2022
<b>DATE:</b>	19 & 20 July 2022
<b>ITEM:</b>	Agenda Item for Resolution by Council
<b>SUBJECT:</b>	Adoption of Waste Management Utility Charges for the 2022/23 Financial Year
<b>AUTHOR:</b>	Hollie Faithfull, Executive Director Financial Services

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## **Recommendation:**

1. Council resolves that pursuant to Section 94 of the *Local Government Act 2009* (Qld) and Regulation 99 of the *Local Government Regulation 2012* (Qld), Council make and levy waste management utility charges, for the supply of waste management services by the Council for the 2022/2023 financial year as follows:

### Residential:

- (a) An annual access charge of \$145.00 per building (noting there may be more than one building on each property) shall be applied and levied in equal half-yearly instalments to land that is occupied and used solely for residential purposes (excluding residential land the subject of a 40-year lease to the State Government);

### Mixed Use:

- (b) An access charge of \$725.00 per building (noting there may be more than one building on each property) shall be applied and levied in equal half-yearly instalments to land that is used, in part, for residential purposes and used, in part, for commercial/industrial purposes, including, but not limited to guest houses, motels, home-run businesses and tourist facilities and including whether owned by Council or owned by the occupant as a private property or Katter Lease.

### Commercial:

- (c) An access charge of \$1,449.50 per building (noting there may be more than one building on each property) shall be applied and levied in equal half-yearly instalments to land that is occupied and used for commercial/industrial purposes, including, but not limited to:
  - (i) guest houses, hotels, motels;
  - (ii) shops, tourist facilities, arts and culture activities;
  - (iii) land used by government or utility (telecommunications, electricity);
  - (iv) providers to aid in the delivery of commercial and/or government services. i.e. Education, Health, Customs, etc; or
  - (v) all other land not categorised as residential or mixed use.

**Executive Summary:**

This report provides the details of the waste management utility charges that will be levied for the 2022/23 financial year. A 5% increase (rounded to the nearest 50 cents) has been applied, as part of the formulation of the 2022/23 original budget.

**Comment:**

- Each year, as part of the adoption of the Annual Budget, Council is required to adopt the waste management utility charges with the differential rating categories under which rates and charges will be levied for the financial year.

**Consultation:**

Key personnel from internal functions and external organisations:

- Financial Services
- Engineering Services
- MacDonnell Law

**Risk Management:**

There are no specific risk management issues to consider when adopting the waste management utility charges.

**Council Finances**

The 2022-2023 budget, rating resolutions and related policies provide financial resources for Council for the coming financial year.

**Statutory Requirements:**

*Local Government Act 2009*

*Local Government Regulation 2012*

**Conclusion:**

Adoption of waste management utility charges are in accordance with sections 94 of the *Local Government Act 2009* and chapter 4, part 7 of the *Local Government Regulation 2012*.



**Recommended:**

Nicola Daniels  
Head of Financial Services



**Endorsed:**

Hollie Faithfull  
Executive Director Financial Services



**Approved:**

James William  
Chief Executive Officer



# TORRES STRAIT ISLAND REGIONAL COUNCIL

## AGENDA REPORT

<b>ORDINARY MEETING:</b>	July 2022
<b>DATE:</b>	19 & 20 July 2022
<b>ITEM:</b>	Agenda Item for Resolution by Council
<b>SUBJECT:</b>	2021/22 Estimated Statement of Financial Position
<b>AUTHOR:</b>	Nicola Daniels, Head of Financial Services

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### **Recommendation:**

That Council note the Estimated Statement of Financial Position in accordance with section 205 of the *Local Government Regulation 2012*.

### **Executive Summary:**

This report provides a comparison of the Statement of Financial Operations and Financial Position between the 2021/22 budget adopted December 2021 and the 2021/22 forecast.

### **Background:**

Pursuant to section 205 of the *Local Government Regulation 2012*;

- (1) The chief executive officer must present the local government's annual budget meeting with a statement of estimated financial position.
- (2) A statement of estimated financial position is a document stating the financial operations, and financial position, of the local government for the previous financial year.

### **Officer Comment:**

The Estimated Statement of Financial Position is based upon Council's actual result for the period 1 July 2021 to 30 June 2022 and has been adjusted for estimated end of year transactions / adjustments that are expected to be processed prior to finalisation of the accounts and submission to audit.

The net operating result forecast for 2021/22 is a deficit of \$29.4 million compared to a budget surplus of \$20.8 million. The main reason for this variance relates to capital works that have been pushed out to future financial years, which has meant a delay in the anticipated receipt of funding. Additional factors include loss on revaluation of 40-year leases due to an increase in interest rates and loss on disposal of assets as social housing properties have been disposed from Council's asset register upon granting of valid lease entitlement under the Land Holding Act.

Numerous drivers have affected Council operations during the financial year. Inflationary pressures are impacting not only Council but the whole of Australia (rising energy prices, global supply chain disruptions and labour shortages) sending the cost of goods and services higher than anticipated. Along with the recent spate of severe flooding, sharp rise in cash rates and an increase in award wages of 4.6% by the Fair Work Commission it remains to be seen how long it will take for the economy to stabilise. Future forecasting reliability is affected by the ongoing uncertainty.

A financial report that includes a comparison of budget to actual results year to date at a consolidated and department level, is provided monthly at the ordinary council meeting. This report includes comments on material variances.

**Consultation:**

Financial Services Department

**Links to Strategic Plans:**

Corporate Plan 2020-2025

- Sustainability
- Prosperity

**Statutory Requirements:**

*Local Government Act 2009*

*Local Government Regulation 2012*

**Recommendation:**

That Council note the Estimated Statement of Financial Position in accordance with section 205 of the *Local Government Regulation 2012*.



**Recommended:**

Nicola Daniels  
Head of Financial Services



**Endorsed:**

Hollie Faithfull  
Executive Director, Financial Services



**Approved:**

James William  
Chief Executive Officer

**Attachments:**

1. Estimated Statement of Financial Position



**Torres Strait Island Regional Council**  
**Estimated Statement of Financial Position**  
For the year ended 30 June 2022

# Torres Strait Island Regional Council

## Statement of Financial Operations

For the period July 2021 to June 2022

	Budget 30 June 2022 \$'000	Estimated 30 June 2022 \$'000	Variance \$'000	Variance %
<b>Revenue</b>				
<b>Recurrent revenue:</b>				
Net rates and utility charges	1,607	1,518	(90)	-5.58%
Fees and charges	4,571	4,773	202	4.41%
Sales - contract and recoverable works	21,205	17,026	(4,179)	-19.71%
Sales - other	1,352	2,784	1,433	105.99%
Grants, subsidies, contributions and donations	30,349	29,309	(1,040)	-3.43%
Interest received	195	189	(6)	-3.24%
Rental income	5,028	4,768	(260)	-5.17%
Other recurrent income	1,883	(1,358)	(3,241)	-172.11%
<b>Total recurrent revenue</b>	<b>66,191</b>	<b>59,009</b>	<b>(7,181)</b>	<b>-10.85%</b>
<b>Capital revenue:</b>				
Government subsidies and grants	73,648	29,605	(44,044)	-59.80%
<b>Total capital revenue</b>	<b>73,648</b>	<b>29,605 -</b>	<b>44,044</b>	<b>-59.80%</b>
<b>Total income</b>	<b>139,839</b>	<b>88,614 -</b>	<b>51,225</b>	<b>-36.63%</b>
<b>Expenses</b>				
<b>Recurrent expenses:</b>				
Employee benefits	28,975	26,507	2,468	8.52%
Materials and services	41,053	37,094	3,959	9.64%
Depreciation and amortisation	46,709	47,365	(656)	-1.41%
Finance costs	767	759	8	0.99%
<b>Total recurrent expenses</b>	<b>117,504</b>	<b>111,726</b>	<b>5,779</b>	<b>4.92%</b>
<b>Capital expenses:</b>				
Other capital expenses	1,500	6,256	(4,756)	-317.09%
<b>Total capital expenses</b>	<b>1,500</b>	<b>6,256</b>	<b>(4,756)</b>	<b>-317.09%</b>
<b>Total expenses</b>	<b>119,004</b>	<b>117,982</b>	<b>1,022</b>	<b>0.86%</b>
<b>Net operating surplus/(deficit) exc capital and depreciation</b>	<b>(4,604)</b>	<b>(5,351)</b>	<b>(747)</b>	<b>16.22%</b>
<b>Net operating surplus/(deficit) inc depreciation</b>	<b>(51,313)</b>	<b>(52,716)</b>	<b>(1,403)</b>	<b>2.73%</b>
<b>Net result attributable to Council</b>	<b>20,835</b>	<b>(29,368)</b>	<b>(50,203)</b>	<b>-240.96%</b>

# Torres Strait Island Regional Council

## Statement of Financial Position

For the period July 2021 to June 2022

	Budget 30 June 2021 \$'000	Estimated 30 June 2021 \$'000	Variance \$'000	Variance %
<b>Current assets</b>				
Cash assets and cash equivalents	39,434	33,325 -	6,109	-15.49%
Inventories	258	258	0	0.01%
Receivables	508	7,367	6,859	1350.67%
Prepayments	225	260	35	15.40%
Other current assets	8,164	8,438	274	3.35%
<b>Total current assets</b>	<b>48,589</b>	<b>49,647</b>	<b>1,058</b>	<b>2.18%</b>
<b>Non-current assets</b>				
Property, plant and equipment	929,921	994,918	64,997	6.99%
Other non-current assets	13,842	12,309 -	1,532	-11.07%
<b>Total non-current assets</b>	<b>943,762</b>	<b>1,007,227</b>	<b>63,465</b>	<b>-4.08%</b>
<b>Total assets</b>	<b>992,352</b>	<b>1,056,874</b>	<b>64,523</b>	<b>-1.90%</b>
<b>Current liabilities</b>				
Trade and other payables	2,171	6,379	4,209	193.88%
Other current liabilities	21,954	12,832 -	9,122	-41.55%
Provisions	6,955	7,122	167	0.00%
<b>Total current liabilities</b>	<b>31,080</b>	<b>26,333 -</b>	<b>4,746</b>	<b>152.33%</b>
<b>Non-current liabilities</b>				
Other non-current liabilities	61	1,297	1,236	2026.49%
Provisions	4,707	4,607 -	100	-2.12%
<b>Total non-current liabilities</b>	<b>4,768</b>	<b>5,904</b>	<b>1,136</b>	<b>-2.12%</b>
<b>Total liabilities</b>	<b>35,847</b>	<b>32,237 -</b>	<b>3,611</b>	<b>150.20%</b>
<b>Net community assets</b>	<b>956,504</b>	<b>1,024,638</b>	<b>68,133</b>	<b>-152.11%</b>
<b>Community equity</b>				
Asset revaluation reserve	514,581	627,272	112,691	21.90%
Retained surplus (deficiency)	441,923	397,366 -	44,558	-10.08%
<b>Total community equity</b>	<b>956,504</b>	<b>1,024,638</b>	<b>68,133</b>	<b>11.82%</b>



# TORRES STRAIT ISLAND REGIONAL COUNCIL

## COUNCIL REPORT

<b>ORDINARY MEETING:</b>	July 2022
<b>DATE:</b>	19 & 20 July 2022
<b>ITEM:</b>	Agenda Item for Resolution by Council
<b>SUBJECT:</b>	2022/2023 Original Budget
<b>AUTHOR:</b>	Hollie Faithfull, Executive Director Financial Services

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### **RECOMMENDATIONS**

- I. That council adopts in accordance with sections 169 and 170 of the *Local Government Regulation 2012*, Council's Budget for the 2022/2023 financial year, incorporating:
  - (i) The statements of financial position;
  - (ii) The statements of cashflow;
  - (iii) The statements of income and expenditure;
  - (iv) The statements of changes in equity;
  - (v) The long-term financial forecast;
  - (vi) The revenue statement;
  - (vii) The revenue policy (adopted by Council resolution on 28 June 2022);
  - (viii) The relevant measures of financial sustainability;
  - (ix) The total value of the change, expressed as a percentage, in the rates and utility charges levied for the financial year compared with the rates and utility charges levied in the previous budget; and
  - (x) Capital Budget.

## **EXECUTIVE SUMMARY**

Council's Annual Budget for 2022/2023 is presented for adoption by Council. The Annual Budget is developed in accordance with the *Local Government Act 2009* (LGA) and *Local Government Regulation 2012* (LGR).

Council is forecasting an operating deficit before depreciation of \$9.6M for the 2022/2023 financial year and a capital works program of \$45.5M.

## **BACKGROUND**

### **Budget Financial Statements**

Section 170 of the *Local Government Regulation 2012* requires Council to adopt, by resolution, a budget for each financial year. Section 169 of the *Local Government Regulation 2012* requires that the budget include the following:

- Financial statements for the financial year for which the budget is prepared and the next two financial years; and
- A long-term financial forecast, revenue statement and revenue policy; and
- Measures of financial sustainability for the financial year for which the budget is prepared and the next nine financial years; and
- The total value of the change, expressed as a percentage, in the rates and utility charges levied for the financial year compared with the rates and utility charges levied in the previous budget.

Section 169 of the *Local Government Regulation 2012* stipulates that the budget be consistent with the following Council documents:

- Five Year Corporate Plan
- Annual Operational Plan

### **Revenue Statement**

Each year, as part of the adoption of the Annual Budget, Council is required to adopt a Revenue Statement which sets out the differential rating categories under which rates will be levied for the year and utility charges for 2022/2023.

## **COMMENT**

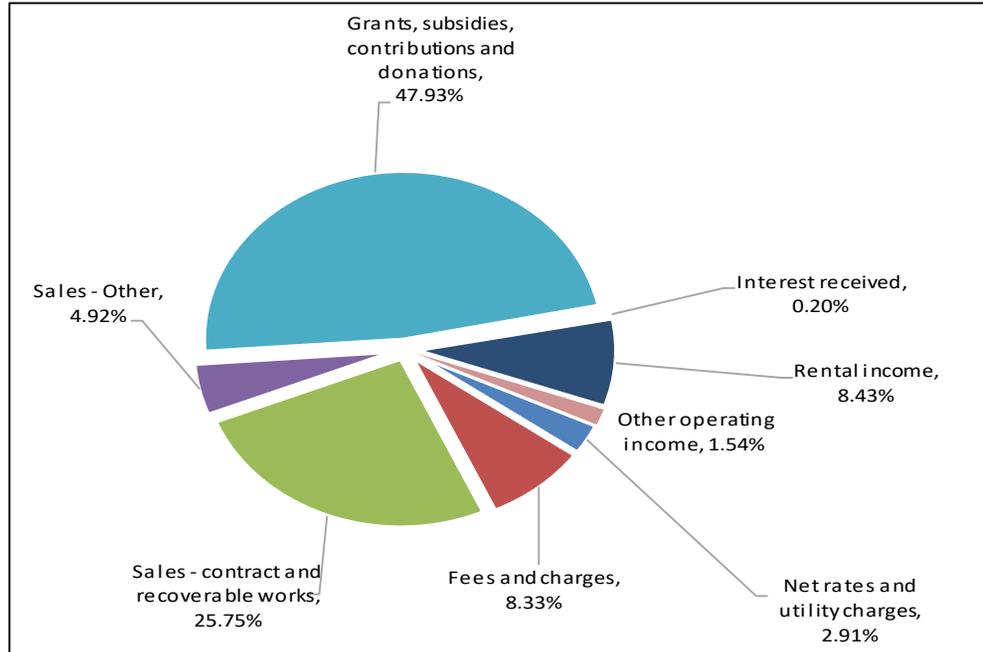
The budget has been formulated from analysing current operating activities and reviewing all grant funding agreements.

## CONSOLIDATED PERFORMANCE

### Operating Revenue

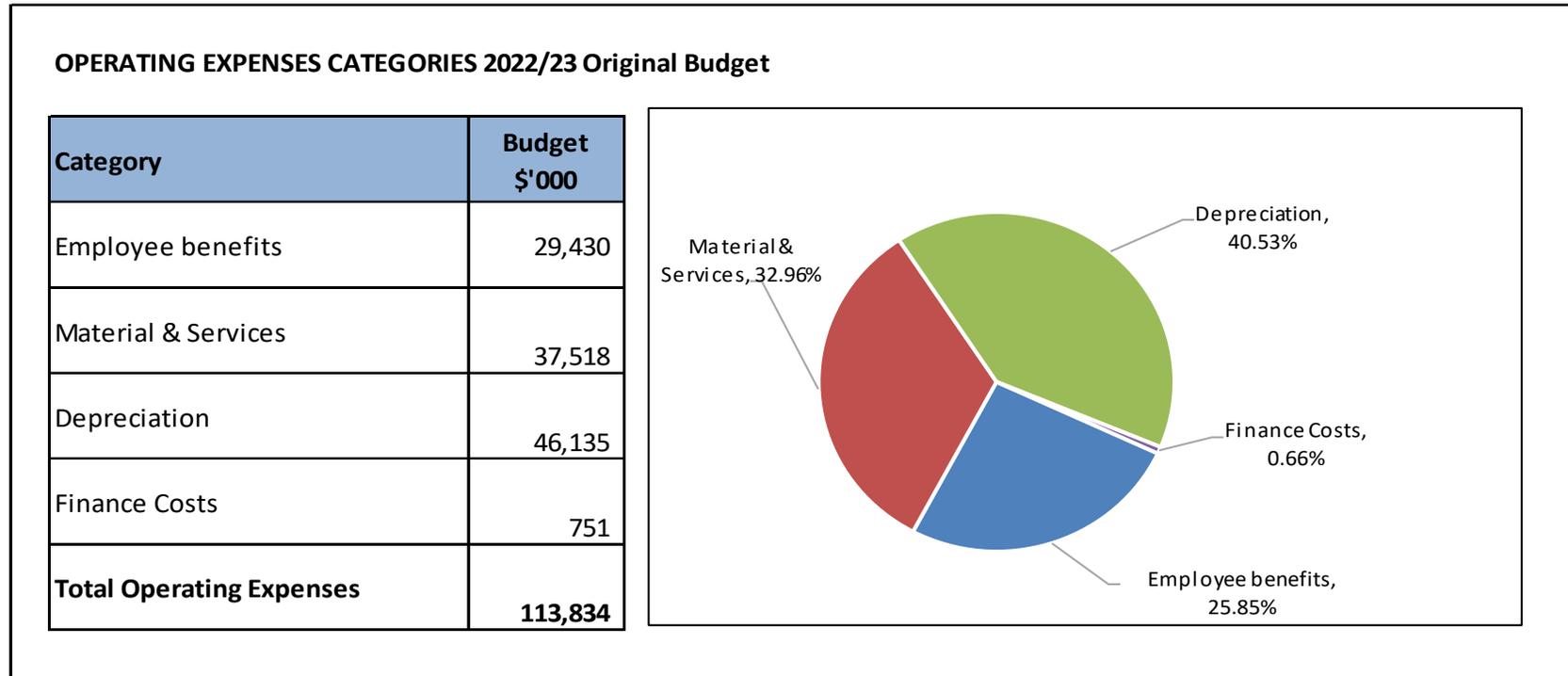
**OPERATING REVENUE CATEGORIES 2022/23 Original Budget**

Category	Budget \$'000
Net rates and utility charges	1,688
Fees and charges	4,837
Sales - contract & recoverable works	14,949
Sales - Other	2,858
Grants, subsidies, contributions and donations	27,829
Interest received	118
Rental income	4,897
Other operating income	892
<b>Total Operating Revenue</b>	<b>58,067</b>



Sales contracts and recoverable works along with grants, subsidies, contributions, and donations continue to be the major source of income for Council at 25.75% and 47.93% of total operating revenue respectively.

## Operating Expenditure



Materials and services together with employee benefits comprise 58.81% of the Council's forecast total operating expenditure. Council is responsible for the provision of water and waste services maintenance, community, sport and cultural services and infrastructure for the community.

In addition to these expenses, depreciation makes up 40.53% of Council's planned expenditure. Depreciation represents an allocation of the use, or wear and tear of an asset over its expected useful life. It is impacted by the age, condition, pattern of use and disposal of existing assets, as well as the purchase and construction of new asset

## 2022/2023 ORIGINAL BUDGET AT A GLANCE

Statement of Income and Expenditure	
Operating Revenue	58,066,912
Operating Expenses(Excl Depn)	67,698,636
Net Operating Result(exc Depn)	(9,631,724)
Depreciation	46,135,129
Capital Revenue	43,793,283
Capital Expenses	2,500,000
Net Result	(14,473,570)
Capital Expenditure (\$'000)	
Capital Works Program	45,454,337

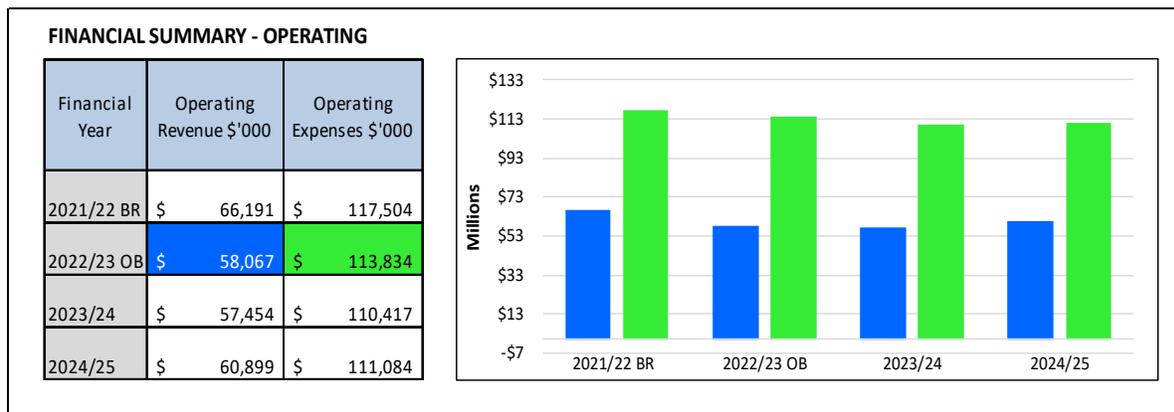
### Operating Capability

Councils budgeted Operating Capability (before depreciation) is budgeted as a deficit of \$9,631,724 for 2022/2023 financial year. Impacting the 2022/2023 budget was the significant advance payment of the Financial Assistance Grant which was received in the 2021/2022 financial year which related to the 2022/2023 financial year.

Over the next 12 months, Council will heavily focus on several financial sustainability initiatives which includes but not limited to review of subsidies provided to the community, review of services, funding opportunities, revenue opportunities and cost saving measures in the aim to reduce Council's operating deficit.

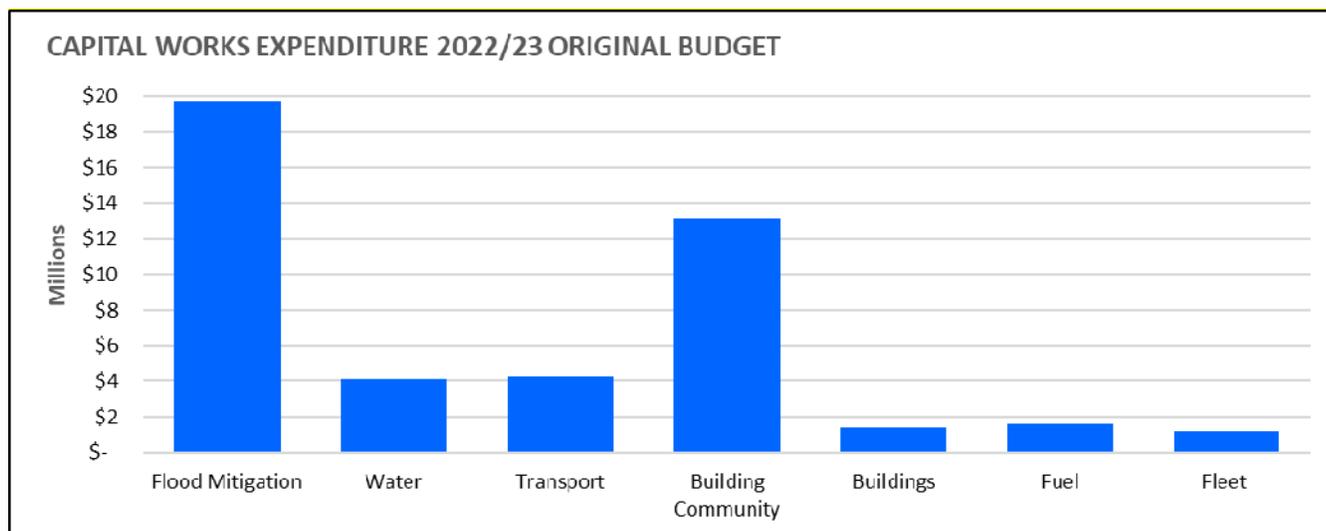
Total budgeted depreciation expense for 2022/2023 Original Budget is forecast to be \$46,135,129. The Operating Capability (after depreciation and before capital items) is a consolidated budgeted deficit position of \$55,766,853.

The graph below summaries the estimated operating revenue and expenditure (including depreciation) for the previous financial year and the next three.



## **Capital Budget**

The Capital Expenditure Budget for 2022/2023 Original Budget totals \$45.45M. Council will utilise a combination of revenue, capital grants and capital contributions to fund Council's capital budget. The following table provides a breakdown of the proposed capital works for the 2022/2023 year by asset category.



Council capital revenue for 2022/2023 is budgeted to be \$43.8M.

## **LINKS WITH STRATEGIC PLANS**

The budget has been developed in accordance with Council's Operational and Corporate Plans.

## **STATUTORY REQUIREMENTS**

This report and its recommendations are consistent with the following legislative provisions:

Local Government Act 2009  
Local Government Regulation 2012

## **CONSULTATION**

There has been significant consultation on the framing of the 2022/2023 Original Budget including internal meetings/workshops with Executives and Managers coupled with liaison with external funding agencies and lobbying government departments to secure funding commitments. Additionally, workshops were held with Councillors, representing the interests of the community, and Executive Officers throughout the budget process.

## **CONCLUSION**

The 2022/23 Budget including the Long-Term Financial Forecast and Register of Fees and Charges have been prepared in accordance with the aforementioned legislative requirements and are recommended for adoption.



***Recommended***

***Hollie Faithfull***  
**Executive Director**  
**Financial Services**



***Approved***

***James Williams***  
**Chief Executive Officer**

## **ATTACHMENTS:**

### ***Attached for Council endorsement:***

#### **Model 1 – Same Service Level – Continuing Internal Tenancy Management – Confirmed sources of capital funding only.**

- *Statement of Financial Position;*
- *Statement of Cash Flow;*
- *Statement of Income and Expenditure;*
- *Statement of Changes in Equity;*
- *Long Term Financial Forecast;*
- *Revenue Statement*
- *Revenue Policy (adopted by Council resolution on 28 June 2022);*
- *The relevant measures of financial sustainability;*
- *The total value of the change, expressed as a percentage, in the rates and utility charges levied for the financial year compared with the rates and utility charges levied in the previous budget;*
- *Capital Budget;*

# Torres Strait Island Regional Council

## Statement of Financial Position

For the period July 2022 to June 2025

### Model 1 - Same Service Level - Continuing Internal Tenancy Management - Confirmed sources of capital funding only

	Budget Review 30 June 2022 \$'000	Original Budget 30 June 2023 \$'000	Forecast 30 June 2024 \$'000	Forecast 30 June 2025 \$'000
<b>Current assets</b>				
Cash assets and cash equivalents	33,340	23,014	16,920	13,445
Inventories	258	258	258	258
Receivables	508	536	551	571
Prepayments	225	225	225	225
Other current assets	8,164	8,164	8,164	8,164
<b>Total current assets</b>	<b>42,495</b>	<b>32,197</b>	<b>26,119</b>	<b>22,663</b>
<b>Non-current assets</b>				
Property, plant and equipment	929,921	925,740	884,530	843,465
Intangible assets	-	-	-	-
Capital works in progress	-	-	-	-
Other non-current assets	13,842	13,842	13,842	13,842
<b>Total non-current assets</b>	<b>943,762</b>	<b>939,582</b>	<b>898,372</b>	<b>857,306</b>
<b>Total assets</b>	<b>986,258</b>	<b>971,778</b>	<b>924,491</b>	<b>879,969</b>
<b>Current liabilities</b>				
Overdraft	-	-	-	-
Trade and other payables	2,171	2,165	1,160	1,197
Borrowings	-	-	-	-
Other current liabilities	21,954	21,954	21,954	21,954
Provisions	6,955	-	-	-
<b>Total current liabilities</b>	<b>31,080</b>	<b>24,119</b>	<b>23,114</b>	<b>23,151</b>
<b>Non-current liabilities</b>				
Loans	-	-	-	-
Other non-current liabilities	61	61	61	61
Provisions	4,707	11,662	11,662	11,662
<b>Total non-current liabilities</b>	<b>4,768</b>	<b>11,723</b>	<b>11,723</b>	<b>11,723</b>
<b>Total liabilities</b>	<b>35,847</b>	<b>35,842</b>	<b>34,836</b>	<b>34,874</b>
<b>Net community assets</b>	<b>950,410</b>	<b>935,937</b>	<b>889,654</b>	<b>845,096</b>
<b>Community equity</b>				
Asset revaluation reserve	514,581	514,581	514,581	514,581
Retained surplus (deficiency)	435,829	421,356	375,073	330,515
<b>Total community equity</b>	<b>950,410</b>	<b>935,937</b>	<b>889,654</b>	<b>845,096</b>

# Torres Strait Island Regional Council

## Statement of Cashflow

For the period July 2022 to June 2025

### Model 1 - Same Service Level - Continuing Internal Tenancy Management - Confirmed sources of capital funding only

	Budget Review 30 June 2022 \$'000	Original Budget 30 June 2023 \$'000	Forecast 30 June 2024 \$'000	Forecast 30 June 2025 \$'000
<b>Cash flows from operating activities:</b>				
Receipts from customers	33,539	25,195	25,955	27,819
Receipt from rental income	5,028	4,897	5,053	5,204
Payment to suppliers and employees	(78,826)	(67,704)	(65,151)	(66,136)
	(40,259)	(37,613)	(34,144)	(33,113)
Interest received	195	118	115	85
Non-capital grants and contributions	30,349	27,829	26,316	27,771
Finance costs	(1)	-	-	-
<b>Net cash inflow (outflow) from operating activities</b>	<b>(9,716)</b>	<b>(9,666)</b>	<b>(7,713)</b>	<b>(5,257)</b>
<b>Cash flows from investing activities:</b>				
Payments for property, plant and equipment	(77,735)	(45,454)	(5,062)	(3,966)
Payments for intangible assets	-	-	-	-
Proceeds from sale of property, plant and equipment	-	-	-	-
Subsidies, donations and contributions for new capital expenditure	73,648	43,793	6,681	5,747
Other	2,000	1,000	-	-
<b>Net cash inflow (outflow) from investing activities</b>	<b>(2,087)</b>	<b>(661)</b>	<b>1,620</b>	<b>1,782</b>
<b>Cash flows from financing activities</b>				
Repayment of borrowings	(36)	-	-	-
Other	-	-	-	-
<b>Net cash inflow (outflow) from financing activities</b>	<b>(36)</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Net increase (decrease) in cash held</b>	<b>(11,839)</b>	<b>(10,327)</b>	<b>(6,093)</b>	<b>(3,475)</b>
Cash at beginning of reporting period	45,180	33,340	23,014	16,921
<b>Cash at end of reporting period</b>	<b>33,340</b>	<b>23,014</b>	<b>16,921</b>	<b>13,445</b>
<b>QTC recommended working capital</b>	<b>17,699</b>	<b>16,925</b>	<b>16,037</b>	<b>16,543</b>
<b>Variance</b>	<b>15,642</b>	<b>6,089</b>	<b>884</b>	<b>(3,098)</b>

# Torres Strait Island Regional Council

## Statement of Income and Expenditure

For the period July 2022 to June 2025

### Model 1 - Same Service Level - Continuing Internal Tenancy Management - Confirmed sources of capital funding only

	Budget Review 30 June 2022 \$'000	Original Budget 30 June 2023 \$'000	Forecast 30 June 2024 \$'000	Forecast 30 June 2025 \$'000
<b>Revenue</b>				
<b>Recurrent revenue:</b>				
Net rates and utility charges	1,607	1,688	1,772	1,861
Fees and charges	4,576	4,837	4,962	5,090
Sales - contract and recoverable works	21,205	14,949	15,468	17,015
Sales - other	1,310	2,858	2,943	3,032
Grants, subsidies, contributions and donations	30,349	27,829	26,316	27,771
Interest received	195	118	115	85
Rental income	5,023	4,897	5,044	5,195
Other recurrent income	1,925	892	833	849
<b>Total recurrent revenue</b>	<b>66,191</b>	<b>58,067</b>	<b>57,454</b>	<b>60,899</b>
<b>Capital revenue:</b>				
Government subsidies and grants	73,648	43,793	6,681	5,747
Capital contribution	-	-	-	-
Developer contributions	-	-	-	-
<b>Total capital revenue</b>	<b>73,648</b>	<b>43,793</b>	<b>6,681</b>	<b>5,747</b>
<b>Total income</b>	<b>139,839</b>	<b>101,860</b>	<b>64,135</b>	<b>66,646</b>
<b>Expenses</b>				
<b>Recurrent expenses:</b>				
Employee benefits	28,975	29,430	30,324	31,210
Materials and services	41,053	37,518	33,071	34,212
Depreciation and amortisation	46,709	46,135	46,271	45,031
Finance costs	767	751	751	751
<b>Total recurrent expenses</b>	<b>117,504</b>	<b>113,834</b>	<b>110,417</b>	<b>111,204</b>
<b>Capital expenses:</b>				
Other capital expenses	1,500	2,500	-	-
<b>Total capital expenses</b>	<b>1,500</b>	<b>2,500</b>	<b>-</b>	<b>-</b>
<b>Total expenses</b>	<b>119,004</b>	<b>116,334</b>	<b>110,417</b>	<b>111,204</b>
<b>Net operating surplus/(deficit) exc capital and depreciation</b>	<b>(4,604)</b>	<b>(9,632)</b>	<b>(6,693)</b>	<b>(5,275)</b>
<b>Net operating surplus/(deficit) inc depreciation</b>	<b>(51,313)</b>	<b>(55,767)</b>	<b>(52,964)</b>	<b>(50,306)</b>
<b>Net result attributable to Council</b>	<b>20,835</b>	<b>(14,474)</b>	<b>(46,282)</b>	<b>(44,559)</b>

# Torres Strait Island Regional Council

## Statement of Changes in Equity

For the period July 2022 to June 2025

**Model 1 - Same Service Level - Continuing Internal Tenancy Management - Confirmed sources of capital funding only**

	Total \$'000	Retained surplus \$'000	Asset revaluation reserve \$'000	Other reserves \$'000
<b>Balance at 30 Jun 2022 Budget review</b>	<b>950,410</b>	<b>435,829</b>	<b>514,581</b>	-
Net result for the period	(14,474)	(14,474)	-	-
Transfers to reserves	-	-	-	-
Transfers from reserves	-	-	-	-
Asset revaluation adjustment	-	-	-	-
<b>Balance at 30 Jun 2023 Original Budget</b>	<b>935,937</b>	<b>421,356</b>	<b>514,581</b>	-
Net result for the period	(46,282)	(46,282)	-	-
Transfers to reserves	-	-	-	-
Transfers from reserves	-	-	-	-
Asset revaluation adjustment	-	-	-	-
<b>Balance at 30 Jun 2024 Forecast</b>	<b>889,654</b>	<b>375,073</b>	<b>514,581</b>	-
Net result for the period	(44,559)	(44,559)	-	-
Transfers to reserves	-	-	-	-
Transfers from reserves	-	-	-	-
Asset revaluation adjustment	-	-	-	-
<b>Balance at 30 Jun 2025 Forecast</b>	<b>845,096</b>	<b>330,515</b>	<b>514,581</b>	-

# Torres Strait Island Regional Council

## Statement of Financial Position

For the period July 2022 to June 2032

### Model 1 - Same Service Level - Continuing Internal Tenancy Management - Confirmed sources of capital funding only

	Budget Review 30 June 2022 \$'000	Original Budget 30 June 2023 \$'000	Forecast 30 June 2024 \$'000	Forecast 30 June 2025 \$'000	Forecast 30 June 2026 \$'000	Forecast 30 June 2027 \$'000	Forecast 30 June 2028 \$'000	Forecast 30 June 2029 \$'000	Forecast 30 June 2030 \$'000	Forecast 30 June 2031 \$'000	Forecast 30 June 2032 \$'000
<b>Current assets</b>											
Cash assets and cash equivalents	33,340	23,014	16,920	13,445	10,438	7,376	4,576	1,916	-	-	-
Inventories	258	258	258	258	258	258	258	258	258	258	258
Receivables	508	536	551	571	589	608	626	649	670	692	713
Prepayments	225	225	225	225	225	225	225	225	225	225	225
Other current assets	8,164	8,164	8,164	8,164	8,164	8,164	8,164	8,164	8,164	8,164	8,164
<b>Total current assets</b>	<b>42,495</b>	<b>32,197</b>	<b>26,119</b>	<b>22,663</b>	<b>19,674</b>	<b>16,631</b>	<b>13,850</b>	<b>11,212</b>	<b>9,317</b>	<b>9,340</b>	<b>9,360</b>
<b>Non-current assets</b>											
Property, plant and equipment	929,921	925,740	884,530	843,465	806,681	770,078	735,661	707,010	677,983	651,450	630,411
Intangible assets	-	-	-	-	-	-	-	-	-	-	-
Capital works in progress	-	-	-	-	-	-	-	-	-	-	-
Other non-current assets	13,842	13,842	13,842	13,842	13,842	13,842	13,842	13,842	13,842	13,842	13,842
<b>Total non-current assets</b>	<b>943,762</b>	<b>939,582</b>	<b>898,372</b>	<b>857,306</b>	<b>820,522</b>	<b>783,920</b>	<b>749,503</b>	<b>720,851</b>	<b>691,824</b>	<b>665,292</b>	<b>644,253</b>
<b>Total assets</b>	<b>986,258</b>	<b>971,778</b>	<b>924,491</b>	<b>879,969</b>	<b>840,196</b>	<b>800,551</b>	<b>763,353</b>	<b>732,063</b>	<b>701,142</b>	<b>674,631</b>	<b>653,613</b>
<b>Current liabilities</b>											
Overdraft	-	-	-	-	-	-	-	-	436	2,455	4,272
Trade and other payables	2,171	2,165	1,160	1,197	1,232	1,268	1,302	1,343	1,383	1,423	1,461
Borrowings	-	-	-	-	-	-	-	-	-	-	-
Other current liabilities	21,954	21,954	21,954	21,954	21,954	21,954	21,954	21,954	21,954	21,954	21,954
Provisions	6,955	-	-	-	-	-	-	-	-	-	-
<b>Total current liabilities</b>	<b>31,080</b>	<b>24,119</b>	<b>23,114</b>	<b>23,151</b>	<b>23,186</b>	<b>23,222</b>	<b>23,256</b>	<b>23,297</b>	<b>23,772</b>	<b>25,831</b>	<b>27,686</b>
<b>Non-current liabilities</b>											
Loans	-	-	-	-	-	-	-	-	-	-	-
Other non-current liabilities	61	61	61	61	61	61	61	61	61	61	61
Provisions	4,707	11,662	11,662	11,662	11,662	11,662	11,662	11,662	11,662	11,662	11,662
<b>Total non-current liabilities</b>	<b>4,768</b>	<b>11,723</b>	<b>11,723</b>	<b>11,723</b>	<b>11,723</b>	<b>11,723</b>	<b>11,723</b>	<b>11,723</b>	<b>11,723</b>	<b>11,723</b>	<b>11,723</b>
<b>Total liabilities</b>	<b>35,847</b>	<b>35,842</b>	<b>34,836</b>	<b>34,874</b>	<b>34,909</b>	<b>34,945</b>	<b>34,978</b>	<b>35,020</b>	<b>35,495</b>	<b>37,554</b>	<b>39,409</b>
<b>Net community assets</b>	<b>950,410</b>	<b>935,937</b>	<b>889,654</b>	<b>845,096</b>	<b>805,288</b>	<b>765,606</b>	<b>728,375</b>	<b>697,043</b>	<b>665,647</b>	<b>637,077</b>	<b>614,204</b>
<b>Community equity</b>											
Asset revaluation reserve	514,581	514,581	514,581	514,581	517,071	517,071	517,071	520,062	520,062	520,062	523,593
Retained surplus (deficiency)	435,829	421,356	375,073	330,515	288,216	248,535	211,303	176,982	145,585	117,016	90,612
<b>Total community equity</b>	<b>950,410</b>	<b>935,937</b>	<b>889,654</b>	<b>845,096</b>	<b>805,288</b>	<b>765,606</b>	<b>728,375</b>	<b>697,043</b>	<b>665,647</b>	<b>637,077</b>	<b>614,204</b>

# Torres Strait Island Regional Council

## Statement of Cashflow

For the period July 2022 to June 2032

**Model 1 - Same Service Level - Continuing Internal Tenancy Management - Confirmed sources of capital funding only**  
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	Budget Review 30 June 2022 \$'000	Original Budget 30 June 2023 \$'000	Forecast 30 June 2024 \$'000	Forecast 30 June 2025 \$'000	Forecast 30 June 2026 \$'000	Forecast 30 June 2027 \$'000	Forecast 30 June 2028 \$'000	Forecast 30 June 2029 \$'000	Forecast 30 June 2030 \$'000	Forecast 30 June 2031 \$'000	Forecast 30 June 2032 \$'000
<b>Cash flows from operating activities:</b>											
Receipts from customers	33,539	25,195	25,955	27,819	29,434	30,692	32,009	33,382	34,823	36,328	37,905
Receipt from rental income	5,028	4,897	5,053	5,204	5,361	5,521	5,687	5,858	6,033	6,214	6,401
Payment to suppliers and employees	(78,826)	(67,704)	(65,151)	(66,136)	(68,432)	(70,845)	(73,037)	(75,446)	(77,791)	(80,210)	(82,869)
	(40,259)	(37,613)	(34,144)	(33,113)	(33,637)	(34,631)	(35,340)	(36,206)	(36,935)	(37,668)	(38,563)
Interest received	195	118	115	85	67	53	40	28	17	0	(20)
Non-capital grants and contributions	30,349	27,829	26,316	27,771	28,603	29,459	30,341	31,249	32,184	33,148	34,140
Finance costs	(1)	-	-	-	-	-	-	-	-	-	-
<b>Net cash inflow (outflow) from operating activities</b>	<b>(9,716)</b>	<b>(9,666)</b>	<b>(7,713)</b>	<b>(5,257)</b>	<b>(4,967)</b>	<b>(5,120)</b>	<b>(4,960)</b>	<b>(4,929)</b>	<b>(4,734)</b>	<b>(4,520)</b>	<b>(4,444)</b>
<b>Cash flows from investing activities:</b>											
Payments for property, plant and equipment	(77,735)	(45,454)	(5,062)	(3,966)	(4,362)	(4,580)	(4,809)	(5,050)	(5,302)	(5,567)	(5,846)
Payments for intangible assets	-	-	-	-	-	-	-	-	-	-	-
Proceeds from sale of property, plant and equipment	-	-	-	-	-	-	-	-	-	-	-
Subsidies, donations and contributions for new capital expenditure	73,648	43,793	6,681	5,747	6,322	6,638	6,970	7,318	7,684	8,069	8,472
Other	2,000	1,000	-	-	-	-	-	-	-	-	-
<b>Net cash inflow (outflow) from investing activities</b>	<b>(2,087)</b>	<b>(661)</b>	<b>1,620</b>	<b>1,782</b>	<b>1,960</b>	<b>2,058</b>	<b>2,161</b>	<b>2,269</b>	<b>2,382</b>	<b>2,501</b>	<b>2,626</b>
<b>Cash flows from financing activities</b>											
Repayment of borrowings	(36)	-	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-	-	-
<b>Net cash inflow (outflow) from financing activities</b>	<b>(36)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Net increase (decrease) in cash held</b>	<b>(11,839)</b>	<b>(10,327)</b>	<b>(6,093)</b>	<b>(3,475)</b>	<b>(3,007)</b>	<b>(3,062)</b>	<b>(2,799)</b>	<b>(2,660)</b>	<b>(2,352)</b>	<b>(2,019)</b>	<b>(1,817)</b>
Cash at beginning of reporting period	45,180	33,340	23,014	16,921	13,445	10,438	7,376	4,577	1,916	(435)	(2,454)
<b>Cash at end of reporting period *</b>	<b>33,340</b>	<b>23,014</b>	<b>16,921</b>	<b>13,445</b>	<b>10,438</b>	<b>7,376</b>	<b>4,577</b>	<b>1,916</b>	<b>(435)</b>	<b>(2,454)</b>	<b>(4,271)</b>
<b>QTC recommended working capital</b>	<b>17,699</b>	<b>16,925</b>	<b>16,037</b>	<b>16,543</b>	<b>17,117</b>	<b>17,720</b>	<b>18,268</b>	<b>18,872</b>	<b>19,458</b>	<b>20,065</b>	<b>20,732</b>
<b>Variance</b>	<b>15,642</b>	<b>6,089</b>	<b>884</b>	<b>(3,098)</b>	<b>(6,679)</b>	<b>(10,344)</b>	<b>(13,691)</b>	<b>(16,955)</b>	<b>(19,893)</b>	<b>(22,519)</b>	<b>(25,003)</b>

\* Actual Balance as at 30 June 2022

# Torres Strait Island Regional Council

## Statement of Income and Expenditure

For the period July 2022 to June 2032

### Model 1 - Same Service Level - Continuing Internal Tenancy Management - Confirmed sources of capital funding only

	Budget Review 30 June 2022 \$'000	Original Budget 30 June 2023 \$'000	Forecast 30 June 2024 \$'000	Forecast 30 June 2025 \$'000	Forecast 30 June 2026 \$'000	Forecast 30 June 2027 \$'000	Forecast 30 June 2028 \$'000	Forecast 30 June 2029 \$'000	Forecast 30 June 2030 \$'000	Forecast 30 June 2031 \$'000	Forecast 30 June 2032 \$'000
<b>Revenue</b>											
<b>Recurrent revenue:</b>											
Net rates and utility charges	1,607	1,688	1,772	1,861	1,954	2,052	2,154	2,262	2,375	2,494	2,619
Fees and charges	4,576	4,837	4,962	5,090	5,222	5,357	5,496	5,639	5,786	5,936	6,091
Sales - contract and recoverable works	21,205	14,949	15,468	17,015	18,297	19,212	20,173	21,181	22,240	23,352	24,520
Sales - other	1,310	2,858	2,943	3,032	3,123	3,216	3,313	3,412	3,514	3,620	3,728
Grants, subsidies, contributions and donations	30,349	27,829	26,316	27,771	28,603	29,459	30,341	31,249	32,184	33,148	34,140
Interest received	195	118	115	85	67	53	40	28	18	9	-
Rental income	5,023	4,897	5,044	5,195	5,351	5,511	5,677	5,847	6,023	6,203	6,389
Other recurrent income	1,925	892	833	849	866	884	902	920	939	959	979
<b>Total recurrent revenue</b>	<b>66,191</b>	<b>58,067</b>	<b>57,454</b>	<b>60,899</b>	<b>63,483</b>	<b>65,744</b>	<b>68,095</b>	<b>70,539</b>	<b>73,079</b>	<b>75,721</b>	<b>78,466</b>
<b>Capital revenue:</b>											
Government subsidies and grants	73,648	43,793	6,681	5,747	6,322	6,638	6,970	7,318	7,684	8,069	8,472
Capital contribution	-	-	-	-	-	-	-	-	-	-	-
Developer contributions	-	-	-	-	-	-	-	-	-	-	-
<b>Total capital revenue</b>	<b>73,648</b>	<b>43,793</b>	<b>6,681</b>	<b>5,747</b>	<b>6,322</b>	<b>6,638</b>	<b>6,970</b>	<b>7,318</b>	<b>7,684</b>	<b>8,069</b>	<b>8,472</b>
<b>Total income</b>	<b>139,839</b>	<b>101,860</b>	<b>64,135</b>	<b>66,646</b>	<b>69,805</b>	<b>72,382</b>	<b>75,065</b>	<b>77,857</b>	<b>80,764</b>	<b>83,789</b>	<b>86,938</b>
<b>Expenses</b>											
<b>Recurrent expenses:</b>											
Employee benefits	28,975	29,430	30,324	31,210	32,123	33,062	34,028	35,023	36,047	37,101	38,186
Materials and services	41,053	37,518	33,071	34,212	35,593	37,068	38,291	39,713	41,032	42,399	43,969
Depreciation and amortisation	46,709	46,135	46,271	45,031	43,637	41,183	39,226	36,691	34,329	32,099	30,416
Finance costs	767	751	751	751	751	751	751	751	752	759	771
<b>Total recurrent expenses</b>	<b>117,504</b>	<b>113,834</b>	<b>110,417</b>	<b>111,204</b>	<b>112,103</b>	<b>112,063</b>	<b>112,297</b>	<b>112,179</b>	<b>112,161</b>	<b>112,359</b>	<b>113,342</b>
<b>Capital expenses:</b>											
Other capital expenses	1,500	2,500	-	-	-	-	-	-	-	-	-
<b>Total capital expenses</b>	<b>1,500</b>	<b>2,500</b>	<b>-</b>								
<b>Total expenses</b>	<b>119,004</b>	<b>116,334</b>	<b>110,417</b>	<b>111,204</b>	<b>112,103</b>	<b>112,063</b>	<b>112,297</b>	<b>112,179</b>	<b>112,161</b>	<b>112,359</b>	<b>113,342</b>
<b>Net operating surplus/(deficit) exc capital and depreciation</b>	<b>(4,604)</b>	<b>(9,632)</b>	<b>(6,693)</b>	<b>(5,275)</b>	<b>(4,984)</b>	<b>(5,137)</b>	<b>(4,975)</b>	<b>(4,948)</b>	<b>(4,752)</b>	<b>(4,538)</b>	<b>(4,460)</b>
<b>Net operating surplus/(deficit) inc depreciation</b>	<b>(51,313)</b>	<b>(55,767)</b>	<b>(52,964)</b>	<b>(50,306)</b>	<b>(48,620)</b>	<b>(46,319)</b>	<b>(44,202)</b>	<b>(41,640)</b>	<b>(39,081)</b>	<b>(36,638)</b>	<b>(34,876)</b>
<b>Net result attributable to Council</b>	<b>20,835</b>	<b>(14,474)</b>	<b>(46,282)</b>	<b>(44,559)</b>	<b>(42,298)</b>	<b>(39,681)</b>	<b>(37,232)</b>	<b>(34,321)</b>	<b>(31,397)</b>	<b>(28,569)</b>	<b>(26,404)</b>

# Torres Strait Island Regional Council

## Statement of Changes in Equity

For the period July 2022 to June 2032

**Model 1 - Same Service Level - Continuing Internal Tenancy Management - Confirmed sources of capital funding only**

	Total \$'000	Retained surplus \$'000	Asset revaluation reserve \$'000	Other reserves \$'000
<b>Balance at 30 Jun 2022 Budget review</b>	<b>950,410</b>	<b>435,829</b>	<b>514,581</b>	<b>-</b>
Net result for the period	(14,474)	(14,474)	-	-
Transfers to reserves	-	-	-	-
Transfers from reserves	-	-	-	-
Asset revaluation adjustment	-	-	-	-
<b>Balance at 30 Jun 2023 Original Budget</b>	<b>935,937</b>	<b>421,356</b>	<b>514,581</b>	<b>-</b>
Net result for the period	(46,282)	(46,282)	-	-
Transfers to reserves	-	-	-	-
Transfers from reserves	-	-	-	-
Asset revaluation adjustment	-	-	-	-
<b>Balance at 30 Jun 2024 Forecast</b>	<b>889,654</b>	<b>375,073</b>	<b>514,581</b>	<b>-</b>
Net result for the period	(44,559)	(44,559)	-	-
Transfers to reserves	-	-	-	-
Transfers from reserves	-	-	-	-
Asset revaluation adjustment	-	-	-	-
<b>Balance at 30 Jun 2025 Forecast</b>	<b>845,096</b>	<b>330,515</b>	<b>514,581</b>	<b>-</b>
Net result for the period	(42,298)	(42,298)	-	-
Transfers to reserves	-	-	-	-
Transfers from reserves	-	-	-	-
Asset revaluation adjustment	2,490	-	-	2,490
<b>Balance at 30 Jun 2026 Forecast</b>	<b>805,288</b>	<b>288,216</b>	<b>514,581</b>	<b>2,490</b>
Net result for the period	(39,681)	(39,681)	-	-
Transfers to reserves	-	-	-	-
Transfers from reserves	-	-	-	-
Asset revaluation adjustment	-	-	-	-
<b>Balance at 30 Jun 2027 Forecast</b>	<b>765,606</b>	<b>248,535</b>	<b>514,581</b>	<b>2,490</b>
Net result for the period	(37,232)	(37,232)	-	-
Transfers to reserves	-	-	-	-
Transfers from reserves	-	-	-	-
Asset revaluation adjustment	-	-	-	-
<b>Balance at 30 Jun 2028 Forecast</b>	<b>728,375</b>	<b>211,303</b>	<b>514,581</b>	<b>2,490</b>
Net result for the period	(34,321)	(34,321)	-	-
Transfers to reserves	-	-	-	-
Transfers from reserves	-	-	-	-
Asset revaluation adjustment	2,990	-	-	2,990
<b>Balance at 30 Jun 2029 Forecast</b>	<b>697,043</b>	<b>176,982</b>	<b>514,581</b>	<b>5,481</b>
Net result for the period	(31,397)	(31,397)	-	-
Transfers to reserves	-	-	-	-
Transfers from reserves	-	-	-	-
Asset revaluation adjustment	-	-	-	-
<b>Balance at 30 Jun 2030 Forecast</b>	<b>665,647</b>	<b>145,585</b>	<b>514,581</b>	<b>5,481</b>
Net result for the period	(28,569)	(28,569)	-	-
Transfers to reserves	-	-	-	-
Transfers from reserves	-	-	-	-
Asset revaluation adjustment	-	-	-	-
<b>Balance at 30 Jun 2031 Forecast</b>	<b>637,077</b>	<b>117,016</b>	<b>514,581</b>	<b>5,481</b>
Net result for the period	(26,404)	(26,404)	-	-
Transfers to reserves	-	-	-	-
Transfers from reserves	-	-	-	-
Asset revaluation adjustment	3,531	-	-	3,531
<b>Balance at 30 Jun 2032 Forecast</b>	<b>614,204</b>	<b>90,612</b>	<b>514,581</b>	<b>9,012</b>

# Revenue Statement for the 2022/2023 Financial Year

<b>Responsible Manager</b>	Executive Director, Financial Services
<b>Head of power</b>	<i>Local Government Act 2009</i> <i>Local Government Regulation 2012</i>
<b>Authorised by</b>	Torres Strait island Regional Council
<b>Authorised on</b>	<b>TBC</b> July 2022
<b>Implemented from</b>	1 July 2022
<b>Last reviewed</b>	June 2022
<b>Review history</b>	2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021
<b>To be reviewed on</b>	30 June 2023
<b>Corporate Plan</b>	Sustainability

## **Introduction**

This revenue statement is prepared in accordance with section 104 of the *Local Government Act 2009* and sections 169(2)(b) and 172 of the *Local Government Regulation 2012 (LGR)*.

### **Differential General Rates – Section 172(1)(a) of the LGR**

Council does not levy differential general rates.

### **Special rates or charges for joint government activity – Section 172(1)(b) of the LGR**

Council does not levy special rates or charges for a joint government activity.

Council has leased the properties listed below to the Queensland State Government for a period of 40 years for the operation of State Government facilities. Council receives a set annual contractual payment for each dwelling or site subject to the lease arrangements in lieu of charging special rates or charges.

- 51 properties on Moa Island (Kubin)
- 9 properties on Saibai Island
- 7 properties on Mabuiag Island
- 10 properties on Boigu Island
- 8 properties on Warraber Island
- 5 properties on Poruma Island
- 21 properties on Hammond Island
- 10 properties on Mer Island
- 19 properties on Badu Island
- 25 properties on Moa Island (St Paul's)
- 7 properties on Erub Island
- 10 properties on Masig Island
- 6 properties on Iama Island
- 2 properties on Ugar Island
- 3 properties on Dauan Island

### **Cost-recovery fees – Section 172(1)(c) of the LGR**

Cost-recovery fees are fixed to cover the costs, including allocated administrative costs, of each cost-recovery process. These fees will not be set at more than the cost to Council for providing the service or taking the action for which the fee is charged.

The user-pays principle is to be applied in setting the fees unless the imposition of the fee is contrary to its express social, economic, environmental and other corporate goals of Council. This is considered to be the most equitable and effective revenue approach and is founded on the basis that the Region's rating base cannot subsidise the specific users or clients of Council's regulatory products and services.

All cost-recovery fees set by Council are included in the Fees and Charges Register which is open for inspection at Council offices or on its website.

## **Council business activities – Section 172(1)(d) of the LGR**

Council conducts business activities and charges business activity fees for services and facilities it provides on this basis. Business activity fees are charged where Council provides a service and the party receiving the service can elect whether or not to avail itself of the service. Business activity fees are a class of charge, which are purely commercial in application and are usually subject to the Commonwealth's Goods and Services Tax. The criteria Council uses to determine business activity fees is a combination of Council's costs to provide the service, what Council considers to be an appropriate mark up where appropriate, and the market for these types of services generally.

Business activity fees include but are not limited to rents, plant hire, private works and hire of facilities as contained in Council's Register of Fees & Charges.

Council may decide to provide subsidised services in certain instances to various disadvantaged groups and may relax or reduce user fees in those cases. Decisions to subsidise these community groups will be explicit both in terms of the groups to be subsidised and the level of subsidy to be provided.

## **Outline of measures adopted by Council for raising revenue – Section 172(2)(a)(i) of the LGR**

### ***Utility Charges – Overview***

Section 94(b)(ii) of the *Local Government Act 2009* provides the power for Council to levy utility charges. Utility charges are service charges relating to the provision of water, sewerage and waste management services. For avoidance of doubt utility charges are not levied on vacant land. The service charges for water, sewerage and waste as detailed below are differentiated having regard to whether they fall under the service charge category of either residential, mixed-use or commercial. Those terms are further defined in the following table:

<b>SERVICE CHARGE CATEGORY</b>	<b>DESCRIPTION</b>
<b>Residential</b>	Land that is occupied and used solely for residential purposes (excluding residential land the subject of a 40-year lease to the State Government).
<b>Mixed-Use</b>	Land that is used, in part, for residential purposes and used, in part, for commercial/industrial purposes, including, but not limited to: guest houses, motels, home-run businesses and tourist facilities.  This category includes residential properties that:  a) are owned by Council where the tenant is running a business from home; or b) are owned by the occupant as a private property, a Katter Lease and includes private property where the owner/lessee is operating a business.
<b>Commercial</b>	Land that is occupied and used for commercial/industrial purposes, including, but not limited to:

SERVICE CHARGE CATEGORY	DESCRIPTION
	<ul style="list-style-type: none"> <li>• guest houses, hotels, motels;</li> <li>• shops, tourist facilities, arts and culture activities;</li> <li>• land used by government or utility (telecommunications, electricity); providers to aid in the delivery of commercial and/or government services. i.e., Education, Health, Customs, etc; or</li> <li>• all other land not categorised as residential or mixed use.</li> </ul>

### **Exemptions**

Churches are exempt from utility charges.

There are no other exemptions from utility charges.

### **Water Charges**

All properties receiving water from a reticulated Council supplied water scheme shall be levied the following charges:

- A Water Access Charge per building (noting there may be more than one Building on each property), to be levied in equal half-yearly instalments.
- A Volumetric Water Charge for water usage received by the property to be levied annually.

Water Service Charges	Access Charge per year	Basis of Access Charge	Volumetric Charge	Basis of Volumetric Charge
<b>Residential</b>	\$218.00	Per Building (noting there may be more than one Building on each property)	\$0.00Kl	Per Property
<b>Mixed-Use</b>	\$1,090.50	Per Building (noting there may be more than one Building on each property)	\$1.50Kl	Per Property
<b>Commercial</b>	\$2,181.00	Per Building (noting there may be more than one Building on each property)	\$3.00Kl	Per Property

## **Sewerage Charges**

All properties receiving sewerage services from a Council supplied network shall be levied a Sewerage Access Charge to be levied in equal half-yearly instalments as set out below.

<b>Sewerage Service Charges</b>	<b>Access Charge per year</b>	<b>Basis of Charge</b>
<b>Residential</b>	\$261.00	Per Building (noting there may be more than one Building on each property)
<b>Mixed-Use</b>	\$1,305.00	Per Water Closet (WC). WC is equivalent to: <ul style="list-style-type: none"><li>• A single pedestal; or</li><li>• 1.3 meters of urinal; or</li><li>• One (1) to Three (3) wall hung urinals</li></ul>
<b>Commercial</b>	\$2,610.00	Per Water Closet (WC). WC is equivalent to: <ul style="list-style-type: none"><li>• A single pedestal; or</li><li>• 1.3 meters of urinal; or</li><li>• One (1) to Three (3) wall hung urinals</li></ul>

## **Waste Management Charges**

All properties receiving waste management services from Council shall be levied a Waste Management Service Charge per property to be levied in equal half-yearly instalments as set out below.

<b>Waste Management Service Charges</b>	<b>Access Charge per year</b>	<b>Basis of Charge</b>
<b>Residential</b>	\$145.00	Per Building (noting there may be more than one Building on each property)
<b>Mixed-Use</b>	\$725.00	Per Building (noting there may be more than one Building on each property)
<b>Commercial</b>	\$1,449.50	Per Building (noting there may be more than one Building on each property)

## **Concessions – Section 172(2)(a)(ii) of the LGR**

Chapter 4, Part 10 of the *Local Government Regulation 2012* enables Council to grant concessions for rates or charges. Whether Council elects to grant a concession in respect of an application for a concession for rates or charges will be at Council's discretion and an application may be made to Council on one or more of the following grounds:

1. the land is owned or occupied by a pensioner;
2. the land is owned by:
  - a. an entity whose objects do not include making a profit; or
  - b. an entity that provides assistance or encouragement for arts or cultural development;
3. the payment of the rates or charges will cause hardship to the land owner;
4. the concession will encourage the economic development of all or part of the local government area;
5. the concession will encourage land that is of cultural, environmental, historic, heritage or scientific significance to the local government area to be preserved, restored or maintained;
6. the land is used exclusively for the purpose of a single dwelling house or farming and could be used for another purpose, including, for example, a commercial or industrial purpose;
7. the land is subject to a GHG tenure, mining tenement or petroleum tenure; or
8. the land is part of a parcel of land (a parcel) that has been subdivided and:
  - a. the person who subdivided the parcel is the owner of the land; and
  - b. the land is not developed land.

To be considered for a concession, eligible individuals/organisations are required to submit a letter to Council detailing the individual's/organisation's eligibility to be considered for the concession and the grounds and basis for requesting the concession.

Concessions will be at the discretion of Council and granted by way of Council resolution upon Council being satisfied of the individual's/organisation's eligibility. Any concession granted by Council may be subject to conditions imposed by Council at its discretion.

### ***Pensioners***

Eligible pensioners may be able to receive from the Queensland State Government a subsidy of 20 per cent (up to a maximum amount of \$200 each year) of the gross rates and charges levied by Council.

Further information may be obtained from the Queensland State Government website at <https://www.qld.gov.au/community/cost-of-living-support/rates-subsidy>.

Where the State Government subsidy applies the Council will upon proof of eligibility deduct the appropriate amount off the rate notice and claim re-imburement from the State Government.

### **Limitation on Increases in Service Charges – Section 172(2)(b) of the LGR**

Council has not made a resolution limiting an increase of rates and charges for the 2022/2023 financial year.

## **Other Matters**

### ***Issue of rate notices***

Council intends to issue rate notices as follows:

- Rate notices relating to Water Access, Sewerage Access and Waste Management Service Charges will be issued in equal half-yearly instalments in the 2<sup>nd</sup> and 4<sup>th</sup> quarter of the financial year
- Rate notices relating to Water Usage Notices will be issued annually in the 3<sup>rd</sup> quarter of the financial year.

Note that the timeframes for issuing rate notices are indicative only and may be subject to change without notice in line with Council's operational requirements.

The due date for payment is thirty-one (31) days from the date of issue of the rate notice.

Manager Responsible for Review:

Executive Director, Financial Services

Adopted:

Due for revision: 30/06/2023

Chief Executive Officer

# Revenue Policy

<b>Responsible Manager</b>	Executive Director, Financial Services
<b>Head of power</b>	<i>Local Government Act 2009</i> <i>Local Government Regulation 2012</i>
<b>Authorised by</b>	Council
<b>Authorised on</b>	xx June 2022
<b>Implemented from</b>	1 July 2022
<b>Last reviewed</b>	2022
<b>Review history</b>	2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021
<b>To be reviewed in</b>	June 2023
<b>Corporate Plan</b>	People, Sustainability and Prosperity

## 1. Purpose

The purpose of this policy is to provide details of the principles applied by Torres Strait Island Regional Council (**Council**) when:

- a) Making and levying rates and charges; and
- b) Granting concessions for rates and charges; and
- c) The purpose of concessions; and
- d) Recovering overdue rates and charges; and
- e) Cost recovery methods; and
- f) Infrastructure charges for a new development

## 2. Application

This policy applies to Council and associated enterprises (if any).

## 3. Legislation/Policies

This policy is established with reference to obligations specified in the *Local Government Act 2009* and the *Local Government Regulation 2012 (LGR)*, including Section 193 of the LGR.

## 4. Provisions

### **Making and Levying rates and charges – Section 193(1)(a)(i) of the LGR**

In levying rates and charges the following principles will be applied:

- Consider the level of revenue that can be achieved from direct user charges, grants and subsidies, contributions and other sources;
- Consider the cost of maintaining existing facilities and necessary services and the need for additional facilities and services;
- Make clear what is the Council's and each ratepayer's responsibility ;
- Timing of any rates and charges to ensure a sustainable cash flow for the operation of Council and to spread the burden to the ratepayer over the financial year;
- Equity through flexible payment arrangements for ratepayers with a lower capacity to pay;
- Transparency in the making of rates and charges;
- Making the system for paying rates and charges simple and inexpensive to administer;
- Equity by taking account of the different levels of capacity to pay within the local community;
- Flexibility to take account of changes to the local economy;
- Council will consider National Competition Policy when considering utility charges;
- Council may consider levying special and separate rates and charges where appropriate, to recover the cost associated with a particular service, project or facility that provides direct or additional benefit to the ratepayers or class of ratepayers.

### **Granting Concessions for rates and charges – Section 193(1)(a)(ii) of the LGR**

In considering the application of concessions, Council will comply with Chapter 4, Part 10 of the LGR and be guided by the principles of:

- Equity by having regard to the different levels of capacity to pay within the local community;
- The same treatment of ratepayers with similar circumstances;
- Transparency by making clear the requirements necessary to receive concessions;
- Flexibility to allow Council to respond to local economic issues.

### **The purpose of concessions – Section 193(1)(b) of the LGR**

Council will support community objectives through the application of concessions to:

- Reduce the financial burden of rates and charges payable by pensioners;
- Support the community activities of not-for-profit organisations and support their economic development;
- Provide assistance to ratepayers suffering genuine financial hardship;
- Encourage the economic development of all or part of the local government area.

### **Recovering overdue rates and charges – Section 193(1)(a)(iii) of the LGR**

Council will exercise its recovery powers in order to reduce the overall burden on ratepayers. It will be guided by the principles of:

- Transparency by making clear the obligations of ratepayers and the processes used by Council in assisting them to meet their financial obligations;
- Making the processes used to recover outstanding rates and charges clear, simple to administer and cost effective;
- Capacity to pay in determining appropriate arrangements for different sectors of the community;
- Equity by having regard to providing the same treatment for ratepayers with similar circumstances;
- Flexibility by responding where necessary to changes in the local economy;
- Council may charge interest on overdue rates and charges;
- Council's Debt Recovery Procedure PR-PO4-7 sets out the detail of the processes used to recover outstanding rates and charges.

### **Cost recovery methods – Section 193(1)(a)(iv) of the LGR**

Section 97 of the *Local Government Act 2009* allows Council to set cost-recovery fees. Cost-recovery fees are fixed to cover the costs, including allocated administrative costs of each cost-recovery regime. These fees will not be set at more than the cost to Council for providing the service or taking the action for which the fee is charged. The user-pays principle is applied in setting the fees unless the imposition of the fee is contrary to its express social, economic, environmental and other corporate goals.

This is considered to be the most equitable and effective revenue approach and is founded on the basis that the Region's rating base cannot subsidise the specific users or clients of Council's regulatory products and services.

All cost-recovery fees set by Council are included in the Fees and Charges Register which is open for inspection at Council offices or on its website.

### **Infrastructure charges for a new development – Section 193(1)(c) of the LGR**

Council does not presently impose charges for development. If charges are imposed, it is expected that developers will contribute significantly to the physical and infrastructure costs of the new development.

Manager Responsible for Review:

Executive Director, Financial Services

Adopted: xx/07/2022

Due for revision: 30/06/2022

Chief Executive Officer

# Torres Strait Island Regional Council

## Statement of Key Sustainability Ratios

For the period July 2022 to June 2032

### Model 1 - Same Service Level - Continuing Internal Tenancy Management - Confirmed sources of capital funding only

	Budget Review 30 June 2022 \$'000	Original Budget 30 June 2023 \$'000	Forecast 30 June 2024 \$'000	Forecast 30 June 2025 \$'000	Forecast 30 June 2026 \$'000	Forecast 30 June 2027 \$'000	Forecast 30 June 2028 \$'000	Forecast 30 June 2029 \$'000	Forecast 30 June 2030 \$'000	Forecast 30 June 2031 \$'000	Forecast 30 June 2032 \$'000
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#### 1 Operating Surplus Ratio

(Net Operating Surplus / Total Operating Revenue) (%)	(78)%	(96)%	(92)%	(82)%	(76)%	(70)%	(65)%	(59)%	(54)%	(48)%	(44)%
(Net Operating Surplus / (Total Operating Revenue - Depreciation Expense on Community Housing) (%)	(49)%	(63)%	(60)%	(52)%	(48)%	(44)%	(42)%	(39)%	(36)%	(33)%	(30)%

#### Target is between 0% and 10% (on average over the long-term)

This is an indicator of the extent to which revenues raised cover operational expenses or are available for capital funding purposes.

The percentage indicates the percentage increase in Operating Revenue needed to break-even

A negative ratio result indicates that Council is expecting to not generate sufficient revenue to cover operating expenses (including depreciation) or fund from own sources capital items.

This ratio includes Depreciation Expense of \$46.1M for the 22/23 financial year and projected \$46.2M for the 23/24 financial year.

A secondary Operating Surplus Ratio has been calculated removing depreciation expenses on community housing. A improvement on average of 24% can be seen in Council's Operating Surplus Ratio with the removal of Community Housing depreciation which accounts for approximately \$18.9M in 22/23 and \$18.6M in 23/24

#### 2 Net Financial Asset / Liability Ratio

((Total Liabilities - Current Assets) / Total Operating Revenue)	(10)%	6%	15%	20%	24%	28%	31%	34%	36%	37%	38%
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#### Target is <60% (on average over the long-term)

This is an indicator of the extent to which net financial liabilities can be serviced/repaid from operating revenues.

A negative indicator is favourable as it is below the target of 60%

The negative indicators show that Council has more current assets than liabilities as a percentage of Total Operating Revenue

#### 3 Asset Sustainability Ratio

(Capital Expenditure on the Replacement of Assets (renewals) / Depreciation Expense)	127%	6%	0%	0%	0%	0%	0%	0%	0%	0%	0%
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#### Target is >90% (on average over the long-term)

This is the extent to which assets are being replaced as they reach the end of their useful life.

Council is dependent on State and Federal funding for renewal of infrastructure assets. Timing of renewal programs do not always coincide with the annual allocation of depreciation.

# Torres Strait Island Regional Council

## Rates and Utility charges

For the period July 2022 to June 2025

### Model 1 - Same Service Level - Continuing Internal Tenancy Management - Confirmed sources of capital funding only

	Budget Review 30 June 2022 \$'000	Original Budget 30 June 2023 \$'000	Forecast 30 June 2024 \$'000	Forecast 30 June 2025 \$'000
<b>Rates and utility charges</b>				
General rates	-	-	-	-
Separate rates	-	-	-	-
Levies	59	61	64	68
Water	425	430	451	474
Sewerage	915	983	1,032	1,084
Waste management	208	214	225	236
Other rates and utilities revenue	-	-	-	-
<b>Total rates and utility charge revenue</b>	<b>1,607</b>	<b>1,688</b>	<b>1,772</b>	<b>1,861</b>

	Budget Review 30 June 2022 \$'000	Original Budget 30 June 2023 \$'000	Variance \$'000	Variance %
<b>Rates and utility charges - value of change</b>				
Gross rates and utility charges	1,607	1,688	81	5%

Summary 2022/23 Budget

Department	Task Description	CAPITAL EXPENDITURE			CAPITAL REVENUE								
		(OB 22/23) F/Cast Spend ITD as at EOFY 21/22	(OB 22/23) F/Cast Spend 2022/23	(OB 22/23) F/Cast Spend 2023/24 & Onwards	(OB 22/23) Total F/Cast Spend Life of Project	(OB 22/23) COF Inception to EOFY 21/22	(OB 22/23) FUNDER Inception to EOFY 21/22	(OB 22/23) COF utilised 22/23 \$	(OB 22/23) FUNDER utilised 22/23 \$	(OB 22/23) COF utilised 23/24 & onwards \$	(OB 22/23) FUNDER utilised 23/24 & onwards \$	(OB 22/23) Project Life COF \$	(OB 22/23) Project Life FUNDER \$
Engineering	ICCIP Water	22,566,291	4,089,889	-	26,656,180	-	22,566,291	-	4,089,889	-	-	-	26,656,180
Engineering	HF Radio Network Update	-	45,000	-	45,000	-	-	45,000	-	-	-	45,000	-
Engineering	Warraber Seawall Stage 2	100,000.00	6,900,000	-	7,000,000	-	100,000	-	6,900,000	-	-	-	7,000,000
Engineering	Masig Seawall Stage 2	100,000.00	5,900,000	-	6,000,000	-	100,000	-	5,900,000	-	-	-	6,000,000
Engineering	Iama Seawall Stage 2	100,000.00	6,900,000	-	7,000,000	-	100,000	-	6,900,000	-	-	-	7,000,000
Engineering	Marine Infrastructure Initiatives TSRA	500,000.00	3,220,000	-	3,720,000	-	500,000	-	3,220,000	-	-	-	3,720,000
Engineering	Remote Airstrip Upgrade Program (RAUP) Masig	-	697,919	1,456,638	2,154,557	-	-	-	697,919	-	1,456,638	-	2,154,557
Engineering	Erub Aerodrome Safety Improvements	-	280,000	-	280,000	-	-	-	280,000	-	-	-	280,000
Engineering	Engineering Emergent Cap Wks - Water (22/23)	-	70,000	-	70,000	-	-	70,000	-	-	-	70,000	-
Engineering	Engineering Emergent Cap Wks - Sewer (22/23)	-	30,000	-	30,000	-	-	30,000	-	-	-	30,000	-
Engineering	Engineering Emergent Cap Wks - Trans (22/23)	-	20,000	-	20,000	-	-	20,000	-	-	-	20,000	-
Assets	Building Corporate WHS Emergency Tasks 22/23	-	300,000	-	300,000	-	-	300,000	-	-	-	300,000	-
Assets	Building Corporate leased and Licenced Assets 22/23	-	200,000	-	200,000	-	-	200,000	-	-	-	200,000	-
Assets	Building Corporate Council Owned Funds (General) 22/23	-	340,000	-	340,000	-	-	340,000	-	-	-	340,000	-
Assets	Defence Force Memorial Board Erub	-	10,000	-	10,000	-	-	10,000	-	-	-	10,000	-
Assets/BSU	Boigu Contractor Donga	-	50,000	-	50,000	-	-	50,000	-	-	-	50,000	-
Assets/BSU	Kubin BSU House	-	30,000	-	30,000	-	-	30,000	-	-	-	30,000	-
Assets/BSU	Iama BSU Units	-	20,000	-	20,000	-	-	20,000	-	-	-	20,000	-
Assets/BSU	Masig BSU house	-	60,000	-	60,000	-	-	60,000	-	-	-	60,000	-
Housing/BSU	Housing Investment Program	-	9,181,367	-	9,181,367	-	-	9,181,367	-	-	-	9,181,367	-
Housing/BSU	Building Services 22/23 for Housing	-	3,629,541	-	3,629,541	-	-	3,629,541	-	-	-	3,629,541	-
Housing/BSU	Community Housing Program Plug-Ins with HPW. Amount reflects second and third instalments	1,497,327	213,904	-	1,711,231	-	1,497,327	-	213,904.00	-	-	-	1,711,231
ICT	Satellite Services Network Upgrade	-	430,000	-	430,000	-	-	430,000	-	-	-	430,000	-
Fuel	Mer Fuel Facility COF	150,000.00	422,717	-	572,717	150,000	-	422,717	-	-	-	572,717	-
Fuel	Community Fuel Resource Upgrade	-	1,200,000	-	1,200,000	-	-	60,000	1,140,000	-	-	60,000	1,140,000
Fleet	Garbage Trucks	-	900,000	-	900,000	-	-	900,000	-	-	-	900,000	-
Fleet	Heavy Plant (Yellow)	-	200,000	-	200,000	-	-	200,000	-	-	-	200,000	-
Fleet	Motor Vehicles	-	114,000	-	114,000	-	-	114,000	-	-	-	114,000	-
<b>Total</b>		<b>25,013,618</b>	<b>45,454,337</b>	<b>1,456,638</b>	<b>71,924,593</b>	<b>150,000</b>	<b>24,863,618</b>	<b>3,291,717</b>	<b>43,793,284</b>	<b>-</b>	<b>1,456,638</b>	<b>3,441,717</b>	<b>70,113,540</b>