

Manabadurma

Current State

March 2017

Legal and Legislative



Housing



Infrastructure



Economic Opportunity



Governance



Legend

- Excellent
- Very Good
- Good
- Poor
- Very poor



Details

Region Jabiru
 Lease Estate in Fee Simple
 Purpose N/A

Governance Structure

- Owner:** Director of National Parks
- Maintenance:** Warnbi Aboriginal Corporation
- Service Delivery:** Warnbi Aboriginal Corporation

Current number of Houses



x 12

Number of residents per room



x 2.7

Recommendations

Legal and Legislative

Estate in Fee - No need to change

Housing



x 0

Number of replacement houses



Cost of replacement houses
\$0



Deferred Maintenance Cost
\$1.94m

Infrastructure

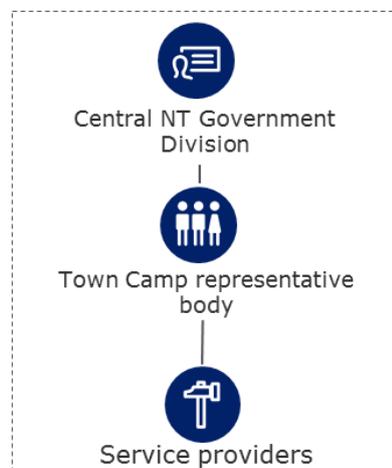


Deferred Maintenance Costs
\$166,000



Cost to meet Design standard
\$4.95m

Governance



Economic development opportunities

Important to Note: This lease is due to expire in January 2021 and the Traditional Owners have advised they will not support a further extension of this lease.

Costing estimates are a preliminary estimate only. Actual prices may be different to those used to prepare estimates. There is no guarantee that the works can or will be undertaken at the estimated price. Housing and Infrastructure colour indicators are based on the average condition of the assets assessed and does not take into account the cost to meet infrastructure design standards.

Manabadurma

Executive summary

Land	Estate in Fee Simple owned by the Director of National Parks
Service Provider	Warnbi Aboriginal Corporation
Findings	<ul style="list-style-type: none"> • This lease is due to expire in January 2021 • The Traditional Owners have advised they will not support a further extension of the lease • The Traditional Owners have indicated that they wish those who are currently living there be moved off their land • Currently the municipal infrastructure at Manabadurma is generally in poor condition, except for the electrical infrastructure which was in good condition • The capacity of the sewer or water network could not be assessed due to insufficient information, however it is assumed to be non-compliant to relevant standards • The electrical network generally complies with relevant standards and practices for private infrastructure but not with PWC standards • Estimated maintenance costs required for existing infrastructure is circa \$166,000 • Estimated costs of infrastructure upgrades required to meet current design standards is circa \$4.94 million • The houses in Manabadurma are of average and poor condition, and the cleanliness of the properties presents as serious concern from a health and wellbeing perspective • The estimated cost to upgrade the current housing assets in Manabadurma to meet the standards of the Residential Tenancy Act, is \$1,944,777 • There is quite a strong local governance through Gundjeihmi Aboriginal Corporation, although they do not provide services or tenancy management. • There is limited economic opportunity • There is no pathway to home ownership
Recommendations	<ul style="list-style-type: none"> • A Central NT Government Division should be established to assist Town Camps to take steps to improving living standards including the support of residents in transition • Over the next five years the people at Manabadurma need to be assisted with moving back to their lands or major urban areas • Minimal resources only should be spent at the Town Camp to ensure people are safe and well as this transition process takes place

Resident consultation and visioning statement

This is a summary of the outcome of the consultation process with local residents about the place, space and interface, including the resident's vision for the Town Camp. This is a direct community narrative, completed in the Town Camps visioning process which does not necessarily reflect the technical and governance data captured in this report.

Place

Manabadurma is located within the Jabiru Town Lease on the far side of the artificial lake at Jabiru. The Jabiru Town Lease forms part of the larger lease known as the RDA (Ranger Declared Area), which underpins the continued operation of the ERA/Rio Tinto Ranger Uranium Mine. This lease is due to expire in January 2021 and the Traditional Owners have advised they will not support a further extension of this lease, a position supported by Rio Tinto.

Manabadurma started life in 1978 as "Lake Camp" and was initially occupied by one small family group who moved between Jabiru and Mudginberri (Madjinbardi) outstation. They lived in very basic conditions though in 1980 one of the families built a timber A frame with an elevated floor that allowed smudge fires underneath to manage the mosquitoes. The attraction for the early residents was the availability of alcohol in a raw mining town. The newly constituted NT Government in 1978 was convinced on advice from some "experts" that Aboriginal people would not camp in the Jabiru Town lease and a Town Camp would not develop. Within 12 months of the retail facilities becoming established people were living back from the freshwater artificial lake and the current houses are still in the same general area.

While a number of the women in the old Lake Camp, and now in Manabadurma, gained work in Jabiru, there is no one currently among the male residents that is working at the mine or any of the other organisations in town. The camp economy is welfare based, and a number of the services that work in the community are dependent on either Government funding or Philanthropic funding. The organisation that provides services to Manabadurma is Warnbi Aboriginal Corporation, and they do not gain sufficient funding from rent to maintain any services in the community at all, though they receive funding to provide a repairs and maintenance service. They say they are keen to maintain their relationship with the residents but are well aware of the negative views that the Gundjeihmi Aboriginal Corporation, the Traditional Owners organisation, has in relation about the continuing presence of the Town Camp on their traditional lands.

The residents do not seem to be aware of the negative views about their continued occupation of Mirrar traditional lands. They like living where they are and have developed an attachment to the area based on length of stay and a desire for the services Jabiru offers them. The people who live there permanently originally come from Gunbalanyah community or Manmoyi outstation and on occasions their relatives will stay for varying periods, often causing issues with drunkenness and fighting. Gundjeihmi Aboriginal Corporation is of the view they should return to their communities of origin and they say they have been given instructions by the Mirrar people to make sure their views are heard. This view has not always been expressed by Gundjeihmi Aboriginal Corporation, and previous management provided support for the residents at Manabadurma, and introduced them to the award winning architects who built their homes, Troppo Architects.

Like all Town Camp communities, residents want a range of municipal services including better roads and drainage, better lighting, etc. but given the views of Gundjeihmi Aboriginal Corporation and the Mirrar people it seems unwise to raise residents' expectations about having a long-term occupation of their current homes.

Space

The homes at Manabadurma have a range of repairs and maintenance needs but they are in remarkably good condition, and this is probably due to the design and construction, and the extensive consultation that took place when the houses were built. They do demonstrate that purpose built housing has a longer life than shelf sourced housing. They have survived the usage they have been subjected to with a minimalist repairs and maintenance program, and apart from cosmetic issues, they still seem structurally sound. Residents would like additional housing, because there is no room for families to continue to live together as they get older, but otherwise their aspirations are fairly simple.

The current house design does not lend itself to adding additional bedrooms, and given the resistance of the Mirrar to the continued occupation of their traditional lands by outsiders, who have traditional lands of their own to occupy, continued capital works at this site will need to be carefully considered.

Interface

The Manabadurma Town Camp sits in a very sensitive area of Kakadu National Park. It only came into existence because of the creation of Jabiru, the support town for the Ranger Uranium Mine. It was not a planned development but was left alone, because there was no clear understanding of who the occupants were in relation to land ownership and the Mirrar people did not have their own organisation to speak on their behalf. 30 years on the political climate in the area has changed significantly. The Gundjeihmi Aboriginal Corporation, tested by high level disputes with ERA, the mine operators, has become a powerful organisation with a solid board and proven governance. Their recent applications in relation to Native Title, and rights to speak in relation to what takes place on their traditional lands, has seen them develop clear views about what will happen when the current lease expires in January 2021.

The current lease that allows Jabiru and the Mine to exist will not be renewed. The lease requires ERA to rehabilitate the area, including the township, back to its natural state. If followed to the letter that would mean that all infrastructure that was built by the mine operators will need to be bulldozed and presumably disposed of in the current open-cut pit. Gundjeihmi Aboriginal Corporation has indicated they are in negotiations with ERA and the Australian Government as to how Jabiru and its surrounds might look post-mining. There is still a need for some infrastructure to support the International tourist market that flows through Kakadu. There is also an opportunity for the Gundjeihmi Aboriginal Corporation to develop some economic returns once any infrastructure that remains comes under their control. Manabadurma does not form any part of the forward vision that the Mirrar people have for their traditional lands post-mining.

The residents are currently consumers of service and dependent on welfare payments. They make little contribution to the local economy and have not, over the 30 years of the mine's operation, benefited significantly through active participation. It is unlikely they will do so as the mine moves through to the rehabilitation stage that is due to be completed in 2026, unless significant training and employment support is provided to them, and the relevant

stakeholders make their active participation a requirement moving forward. Given the Mirrar peoples' feelings in this matter this is highly unlikely.

Visions

The future for Manabadurma looks bleak. Once the lease expires in January 2021, the Gundjeihmi Aboriginal Corporation has said they will remove all residents and demolish the housing that is there. The township of Jabiru is likely to reduce greatly in size and will lose many of the services it currently has. Shops are closing already as the town moves to a more fly-in fly-out structure. The Crocodile Hotel will remain as the Gundjeihmi Aboriginal Corporation is the owner of the asset. Currently people from Manabadurma can consume alcohol there. The reduction in services will negate the attraction for living "off their own country", and the Mirrar say they want them to go home as they are not welcome on the country.

Over the next 5 years the people at Manabadurma need to be assisted to transition back to their own lands or to major urban areas if that is their wish. Minimal resources only should be spent at the Town Camp to ensure people are safe and well as this transition process takes place.

Land Tenure, Leasing and Legislation

Owner	Director of National Parks
Location	54 Lakeside Drive, Jabiru
Land	Lot 2317 Town of Jabiru; CUFT Vol 705 Fol 712
Type of Tenure	Estate in Fee Simple
Commencement date SPL/CL	N/A
SPL/CL Purpose	N/A
Details of Tenure	N/A
Planning scheme zone	MZ (Multi Zone) including areas of Recreation and Future Use
Summary of Land Dealing Documents	<p>1. Search Certificate (Date Registered 20 October 2006; Volume 705, Folio 712) Search certificate lists the following dealings:</p> <ul style="list-style-type: none"> – Request to issue Certificate as to Title (Date Registered: 20 October 2006, Dealing No.: 626737) – Sublease to Jabiru Town Council – expiring 30 June 2021 (Date Registered: 20 October 2006, Dealing No. 626675) – Lease to Jabiru Town Development Authority – expiring 1 July 2021 (Date Registered: 19 April 1982, Dealing No. 112372) <p>2. Request to Issue Certificate as to Title (Date Lodged: 19 October 2006, Registered on 20 October 2006, Dealing No.: 626737) Request for a Certificate as to Title to be issued for Lot 2317 Town of Jabiru (Volume 705, Folio 712, and Plan LTO 82/070A).</p> <p>3. Sublease for Lease 112372 (Date Lodged: 19 October 2006, Date Registered: 20 October 2006, Dealing No.: 626675) Sublease for various lots, including Lot 2317 Town of Jabiru (Volume 705, Folio 712, and Plan LTO 82/070A). Jabiru Town Development Authority (owner of the lease) grants Jabiru Town Council (tenant) a sublease for a 20 year period from 1 July 2001 to 30 June 2021 (with a renewal period of 40 years) for an interest in the whole of the land for an unspecified market rent. The renewal option is subject to renewal or extension of the Head Lease and tenant’s observation and performance of all covenants.</p> <p>The sublease terminates immediately upon termination of the Head Lease and no compensation is payable by the owner to the tenant. If the Tenant, with consent of the owner, holds over the land after the term expiration, extension or renewal the tenancy is month to month on sublease terms</p> <p>Reservations include the right to install, maintain, use repair, alter and replace pipes, ducts, conduits and wires and to pass and run air, electricity, telephone, cables, drainage, sewerage, gas, water, heat and oil through pipes, ducts, conduits and wires, and enter on the land for those purposes.</p> <p>Jabiru Town Council (tenant) covenants must be complied with and include:</p> <ol style="list-style-type: none"> a. No assignment of sublease or land without the owner or head lessor’s written consent. Owner may require tenant to pay the Owner’s legal costs related to providing consent and may require the assignee or sub-lessee a covenant to be responsible for the performance and observation of all of the Tennant’s covenants and agreements b. To keep, repair and maintain the land and all associated additions in good and tenantable repair c. Allow owner and head lessor or its agents to enter upon and view the condition of the land at all reasonable times and with notice to make repairs, alterations and remodel

- d. To comply with all applicable statutes, planning instruments and plans, including the Kakadu National Park Plan of Management
- e. To pay all municipal rates, taxes and levies; electricity, as, water, sewerage, garbage collection rates and other utility charges, and reimburse owner for payment of those charges immediately upon demand
- f. To pay all telephone, electricity, power and gas charges and reimburse owner for payment of those charges immediately upon demand
- g. To keep land clean and of good appearance at all times
- h. To permit owner or its agents or prospective purchasers to view the land during the one calendar month immediately preceding the Sublease termination
- i. To perform and observe covenants and conditions of the Tenant under the Head Lease
- j. To meet and discuss with owner and Northern Territory regarding voluntary rehabilitation under clause 10 of the Head Lease and the cost sharing, and not unreasonably withhold concurrence
- k. To meet and discuss with the owner and the Northern Territory regarding compulsory rehabilitation under clause 10 of the Head Lease and cost sharing
- l. To keep in full force and effect a policy of public risk insurance for the land and the business(s) carried on in the Land (not less than ten million dollars)
- m. To take out and maintain business insurance in accordance with the Work Health Act for business conducted on the land during the sublease term
- n. To insure and keep insured all permitted additions and fixtures to the land carried out by the Tenant against loss or damage by fire, lightning, flood, storm, tempest, explosion and other usual and necessary risks
- o. To comply with Insurance Council of Australia requirements, and applicable statutes, regulations and ordinances

Jabiru Town Development Authority (owner of the lease) has the following obligations under the sublease:

- a. To provide tenant with quiet enjoyment of the land throughout the term or any extension or renewal
- b. Provide tenant a copy of any notice received by the owner under clause 8 or subclause 28(1) of the Head Lease within 14 days of its receipt

The owner may, upon default:

- a. Take action for the recovery of possession of land; and
- b. To recover from the tenant any arrears of outgoings or other moneys owing pursuant to the terms covenants and conditions of the sublease

Sublease excludes the application of any moratorium or other Act that extends sublease terms, reduces or postpones rent payment or affects the performance of covenants, conditions and stipulations on the part of the Tenant or provides compensation, rights and privileges in favour of the Tenant at the expense of the Owner to the fullest extent provided by the law.

4. Memorandum of Lease (Date of Lease: 24 June 1981, Dealing No.: 112372)

Grant of lease from the Director of National Parks and Wildlife (Owner/Lessor) to the Jabiru Town Development Authority (Lessee) for land described in Schedule 1 and 2 of the lease within Kakadu National Park from 1 July 1981 to 1 July 2021 for an annual rent of \$1, if and when demanded. The lease contains a 40 year option for lease renewal. If the Lessee holds over the lease, with permission of the Lessor, after expiration of the lease, the tenancy is a month to month on the same terms and conditions contained in the lease.

The Lessee must pay all rates, taxes or other outgoings regarding the leased land

The lease allows the Jabiru Town Development Authority (Lessee) to do the following:

- a. Use the land for the purposes of the Town and performing its functions under the Development Act in relation to the Town

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- b. Sublease any portion of the land, which is subject to the terms and conditions of the lease and other terms consistent with the lease
 - c. Licence any person or allow any person to enter upon or use the land subject to the lease terms and other consistent terms
 - d. To use the land in conformity with applicable legislation, plans and other applicable laws
 - e. To assign the lease in the event that the Territory establishes municipal authority or established successor to the Lessee for the Town but may not assign the lease to any other person without prior written consent of the Lessor
 - f. To suggest amendments to the Lessor regarding the Plan of Management that are related to the Town or Town Plan amendments
 - g. To seek agreement with the Lessor if an amendment is contemplated by the Lessor to the Plan of Management related to the town or a Town Plan amendment before the Lessor commences action under the *Parke Act* regarding the amendment

The lease allows the Director of National Parks and Wildlife (owner of the lease/Lessor) to :

- a. To provide tenant with quiet enjoyment of the land throughout the term or any extension or renewal
 - b. To grant to the lessee licences over the land for constructing roads and related works, discharge of water, sewerage and water supply facilities, electricity and telecommunication facilities
 - c. To grant a licence over a part of the land adjoining the Town that is necessary or convenient for establishment and development of the town or to be used as a recreational area by residents of the town
 - d. To grant a licence over the proposed recreational area and the site of the proposed access road
 - e. To construct or cause to be constructed drainage, sewerage, water supply facilities, electricity and telecommunication facilities to service land in the park other than the demised land contingent upon consultation with the Lessee and agreement on the site where construction will occur and connection points
 - f. Entry on the land to ensure that all covenants under the lease have been performed and viewing the state of repair and condition of buildings, structures or other improvements
 - g. Issue written notices to Lessee for failure to perform its obligations, including first and second notices
 - h. Perform and carry out works, as necessary, to remedy the failure to perform obligation within 21 days of issuance of the second written notice and request reimbursement from the Lessee
 - i. To request Lessee to rehabilitate of land (e.g. refilling, compaction of excavated land, re-grassing, soil stabilisation, planting of trees and shrubs etc.) subject to a Licence granted under Part III of the Lease (Licences), disturbed by construction works and upon termination of the lease within a reasonable time
 - j. To require fixtures to remain the property of the Lessee, and its sublessees or licences
 - k. To require Lessee, sublessee or any other person with permission of the Lessee to keep the all buildings, structures and other improvements in good repair, order and condition
 - l. To require Lessee to keep the land in a clean and sanitary condition
 - m. To require the Lessee to comply with and require all persons performing construction works on the land to comply with the provisions of the JS1 Specification for Environmental Restrictions and General Site Rules; JS2 Specification for clearing; the Jabiru Town Development Environment Protection Program; and any amendments to the documents agreed by the Lessee and Lessor
 - n. To require the Lessee to maintain a fire service during the currency of the lease and to report any fire in the Town that may spread beyond the demised land or damage or endanger the Park and cause the fire service to make reports to the Director (Lessor)
 - o. To require the Lessee to ensure that no animal other than a controlled dog enters or remains on the demised land
 - p. To require the Lessee to advise the Lessor of any licence or sub lease granted by it within 21 days of the grant
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- q. To terminate the lease if rents reserved or any part thereof remain unpaid for a period of 30 days after demand of payment; if the Lessee defaults in the performance or observation of any lease term or condition or 21 days after the first notice; or the expiry of three months after the date of the first written notice
- r. To re-enter the land, repossess and enjoy the land after the lease is terminated
- s. To require the Lessee to give notice to the Lessor on becoming aware of a force majeure event affecting its ability to observe any term or condition of the lease

The lease has attached Environmental Prescriptions for the clearing of vegetation, roadworks, borrow pits, other earthworks, surveying and geotechnical investigations, re-grassing of all earthwork areas, other soil conservation measures, construction village and service trades areas, movement of vehicles and machinery, public health, sanitary landfill area, wastewater treatment works and effluent disposal, disposal of noxious wastes, handling of noxious chemicals and disposal of noxious wastes, industrial area, fire management, plant nursery, introduced plants and animals, environmental monitoring, regulatory; JS-1 Specification for Environmental Restrictions and General Site Rules; JS2 Specification for Clearing; Environmental Protection Program

Level of Understanding	N/A
Compliance with lease conditions and legislation	N/A
Impediments in lease conditions and suggested amendments	N/A
Relevant legislation for land dealings; Legislative impediments; and Suggested amendments	<p><i>Aboriginal Land Rights (Northern Territory) Act and Native Title Act</i></p> <p>The Commonwealth settled the long-standing Native Title Claim for the Jabiru Town by making express provision for it in the ALRA by amendment of in 2009, to be granted as Aboriginal freehold to the Kakadu Aboriginal Land Trust.</p> <p>The Commonwealth’s rights and the current land interests are to be protected by ensuring that the grant of land is conditional upon 99 year lease-backs being entered into. Under the ALRA, different parts of the land are going to be scheduled as Category A, B or C. The lease-back party may change dependent on that categorisation and can include lease-back to an Aboriginal Corporation, the Director of National Parks and the NT Government. Alternatively, the whole of the land can be leased back to the Director of National Parks.</p> <p>As yet, no land has been categorised into the Category A, B, or C designations as contemplated and we assume that negotiations in that respect are ongoing.</p> <p>What occurs in this regard is material to this review given the impact the designations could potentially have on the Jabiru Town Camp. Provided the land on which the Town Camp is situated is protected under any lease-back arrangements, there should be no concerns. However, this means that the residents of the Town Camp will always be subject to the conditions of those arrangements, as it will have no underlying ownership rights in respect of the land. The Town Camp tenure should be formalised by a sublease to an Aboriginal corporation established to protect the interests of the Town Camp residents.</p> <p><i>Planning Act (NT)</i></p> <p>Any proposed development on the land must comply with the <i>Planning Act, Regulations</i> and the Jabiru Town Plan.</p> <p>The Jabiru Town Plan provides the uses permitted with consent for the relevant zones.</p> <p>An application for the re-zoning of the land may be required where any potential development on the land is not consistent with these zone purposes.</p> <p><i>Residential Tenancies Act (NT)</i></p>

Whilst not relevant to the current land dealings, if any form of long term residential leasing is considered akin to 'home ownership' then that form of leasing may require exemption from the *Residential Tenancies Act (NT)* if the legislative provisions are found to be at odds with the proposed long term leasing model (i.e. landlord's obligation to repair, payment of rates and taxes, payment in advance and payment of a premium).

Relevant legislation for lease holder N/A

Level of support provided to lease holder and suggested amendments N/A

Municipal and essential infrastructure

About Transition: Minimal resources should be spent until transition.

Summary

The Manabadurma community is located in Jabiru, NT. The community consists of 12 residential dwellings, which are serviced by an informal road, sewer, water and electricity.

The status of the municipal infrastructure and services, being the sewerage, water supply, roads and road furniture, stormwater drainage, community structures, electrical supply and communication services were assessed in late 2016. No intrusive excavations or potholing of buried services were undertaken within the community. The condition of the above ground/visible services were assessed against a standardised rating, categorised as being in very poor, poor, good, very good or excellent condition.

Currently the municipal infrastructure at Manabadurma is generally in poor condition, except for the electrical infrastructure which was in good condition. A summary of the recommended maintenance works required can be found in the following section.

A desktop study was undertaken to assess the capacity of the existing infrastructure and to determine whether it meets current relevant requirements and standards. This assessment was based on available drawings and the condition assessments from the site inspections.

The capacity of the sewer or water network could not be assessed due to insufficient information, however it is assumed to be non-compliant to relevant standards. It is recommended that the networks are upgraded to meet relevant standards and to ensure sufficient capacity.

It is recommended that the roads are upgraded to two lane roads with footpaths and stormwater drainage, including kerbs and gutters, side entry pits, underground pipes, and culverts where required.

The community structures in Manabadurma consisted of a BBQ area and a playground, both of which were in poor condition and require general maintenance and tidying up.

The electrical network generally complies with relevant standards and practices for private infrastructure but not with PWC standards. The calculated maximum demand is within the total capacity of the substation on site. It is recommended that the site infrastructure be upgraded to PWC standards and that new street lighting is installed.

Details of communications infrastructure are held by Telstra and were not provided for this report. The NBN rollout map confirms that NBN is available to residents via satellite on application to an appropriate NBN access provider.

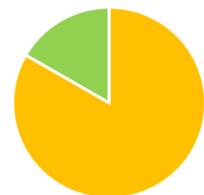
As no new developments are currently planned for the community, there are no additional upgrades for any type of infrastructure required to cater for future demand.

These recommendations are based on the site inspections and available data at the time. Further investigations/studies may be required for the engineering design of the upgrades. A detailed report can be found in Appendix B.

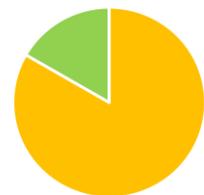
Sewerage infrastructure condition



Water infrastructure condition



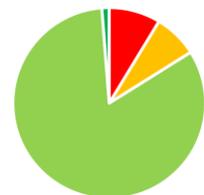
Road infrastructure condition



Community structure condition



Electrical infrastructure condition



■ Very poor ■ Poor ■ Good ■ Very good ■ Excellent

Recommended works

The lease is due to expire in January 2021 and the Traditional Owners have advised they will not support a further extension of this lease. Thus upgrades are not recommended unless changes to the lease term are made.

The following works, including maintenance to the existing infrastructure and upgrades to comply with relevant standards, would be required for the Manabadurma Town Camp.

Sewerage

- Install approximately 400 m of DN150 PVC reticulation main, including connection to existing trunk main

Water supply

- Clear debris from five existing lot water meters
- Install DN150 PVC looped main, approximately 2000 m
- Three fire hydrants
- DN150 bulk water meter connecting to new water main
- Install additional six residential lot meters

Roadworks

- Repair approximately 12 potholes
- Repair 35 m of edge breaks
- Reseal approximately 365 m² of road to repair deformation
- General tidy up of approximately 435 m of road reserve
- It is recommended that the road is upgraded to a two lane network with all appropriate road furniture, line marking, kerbs, footpaths, etc.

Stormwater drainage

- It is recommended that underground stormwater drainage, including kerbs and gutters, and side entry pits are constructed to reduce flooding and ponding issues within Manabadurma community.

Community structures

- Replace playground
- Install new shade structure over the playground
- Landscape maintenance around the BBQ area and playground
- Repair BBQ

Electrical services

- Replace three switchboards inside the metering panel
- Replace two switchboards associated to dwellings
- Install new street lighting - approximately 26 poles

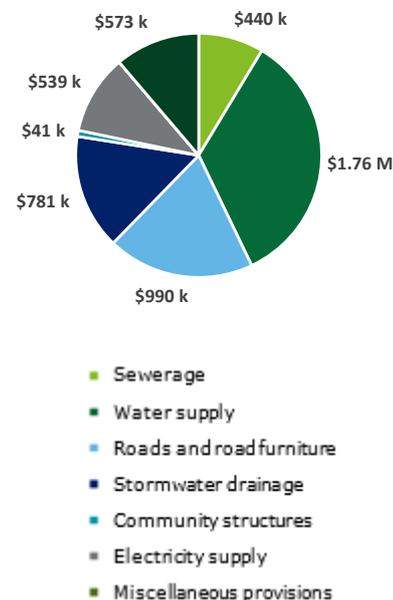
Communications

- No works are required because NBN is available to residents via satellite on application to an appropriate NBN access provider.

Cost estimates

The table below shows a summary of the cost estimates to undertake the maintenance required to fix the existing infrastructure, and to upgrade the existing network to meet current design standards. The estimates take into account a 30% contingency and are inclusive of GST.

Infrastructure	Maintenance of existing infrastructure	Upgrades to meet current design
Sewerage	\$ 0	\$ 440,000
Water supply	\$ 2,000	\$ 1,756,000
Roadworks	\$ 107,000	\$ 883,000
Stormwater drainage	\$ 0	\$ 781,000
Community structures	\$ 9,000	\$ 32,000
Electrical	\$ 18,000	\$ 521,000
Communications	\$ 0	\$ 0
Miscellaneous provisions	\$ 30,000	\$ 543,000
Total (including GST)	\$ 166,000	\$ 4,956,000
Grand total	\$ 5,122,000	



The cost estimates are a preliminary estimate only. Since Aurecon has no control over the cost of labour, materials, equipment or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Aurecon cannot guarantee actual costs will not vary from these estimates.

Housing

About Transition: Minimal resources should be spent until transition. Note that upgrade of existing house should be done but it is not recommended to build new houses.

Introduction

Manabadurma was surveyed between the 15th of November 2016. Whilst 10 funded dwellings¹ were identified by the client, 12 were identified on site.

Current state of play

Housing summary and condition

All housing stock was over 20 years old. 83% were considered of average condition. This rating does not take into account the cleanliness of the residences and it doesn't mean they comply with the residential tenancy act. All of the houses are of steel frame, tin clad-construction built on concrete slabs with sheet metal roofing material. All are individual detached dwellings.

Urgent and immediate issues

Refer to the individual housing reports in the appendices for evident WHS or OHS issues and urgent and immediate repair issues. When urgent and immediate issues were identified during an inspection, tenants were advised to raise the issues with the relevant service provider.

Hygiene and cleanliness of the residences were identified as a significant issue in the inspected houses. The conditions are unsanitary and are likely to manifest in any number of health problems.

Smoke alarms

Of the houses surveyed internally in Manabadurma, 4 were identified as having non-serviceable smoke alarms.

Flooding

Anecdotally none of the houses in Manabadurma are said to flood.

Visitors

Of the dwellings to which we were permitted to access, none had visitors.

Overcrowding

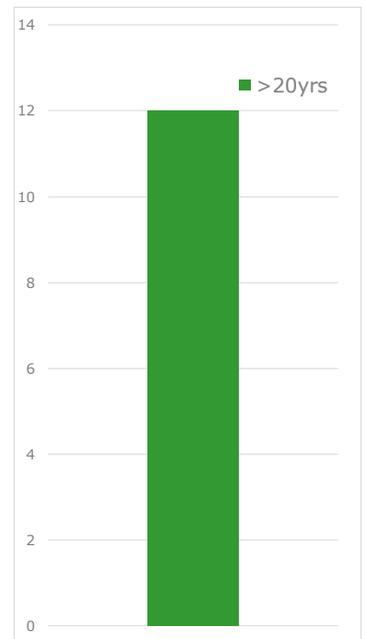
The surveys revealed that overcrowding is an issue as more than 2 adult residents occupy each bedroom.

Amenities

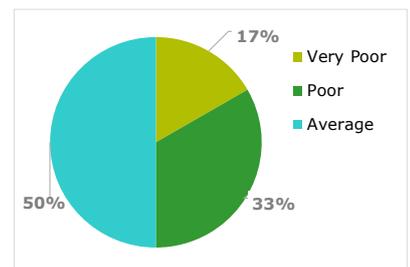
A snap shot of the community shows that on average there is 2.7 residents per bedroom and 5.3 per toilet. Individual houses analysis shows a maximum recorded occupancy of 3 people per room and maximum of 9 people per toilet. These conditions create significant strain on amenities.

Disabilities

Of the residents recorded, 1 was listed as having a disability. 2 house were recorded as having a ramp and 2 were identified with grab rails.



Manabadurma – Age of Housing Stock



Manabadurma - Condition Summary

¹ A list of funded dwellings, provided by the client, has been included in the appendices.

Asbestos

As the houses were reported to be over 20 years old, the presence of asbestos is likely. 10 houses were identified as likely to have asbestos. This material is considered safe if it is not disturbed.

Security

Of the houses we gained access to, 2 did not have serviceable doors and 8 did not have serviceable windows. All of the houses had fences that range from very poor to average condition.

Recommended Works

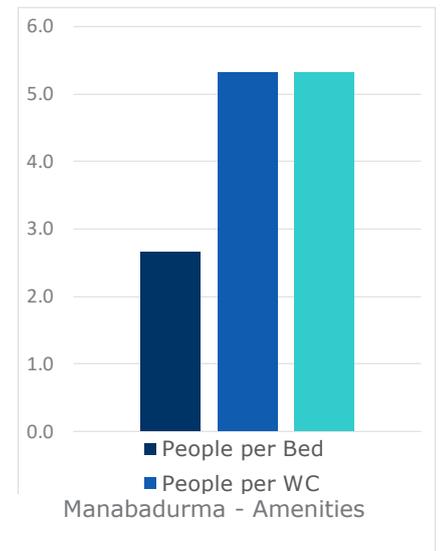
Although the houses in Manabadurma are of very poor to average condition and the cleanliness of the properties presents as serious concern from a health and wellbeing perspective.

The estimated cost to upgrade the current housing assets in Manabadurma to meet the standards of the Residential Tenancy Act, is \$1,944,777. This includes margins, adjustments and GST. Refer to Appendix C for the complete costing report. The lease is due to expire in January 2021 and the Traditional Owners have advised they will not support a further extension of this lease. Thus upgrades are not recommended unless changes to the lease term are made.

Asbestos recommendations

We highly recommend that a specific asbestos inspections be performed to ensure the safety of residents.

For future works or maintenance contractors should be made aware there is a likely presence of asbestos before commencing any works to residences that were constructed prior to it being banned for use in the building industry. Contractors should refer to the HOW TO MANAGE AND CONTROL ASBESTOS IN THE WORKPLACE Code of Practice published by Safe work Australia. It is recommended that the materials be identified and houses labelled with appropriate warnings, as occupants and trespassers of the dwellings have been engaged in destructive activities that have disturbed the materials such as pulling down ceiling linings and pulling up asbestos floor tiles.



Economic development

Social issues and themes voiced by residents	This lease is due to expire in January 2021 and the Traditional Owners have advised they will not support a further extension of this lease. Residents will need to be assisted to transition back to their own lands or to major urban areas. Resources should be spent to ensure people are safe as this process takes place. Due to the impending closure of this Town Camp and out of respect to the residents there a visioning process was not undertaken for Manabadurma Town Camp.
Economic Development Opportunities	N/A
Economic Aspirations	N/A
Investment Opportunities	N/A
Home Ownership Opportunities	N/A

Governance

Governance Structure	The current governance structure is: the Original Lease holder is the Director of National Parks who leased the Town Camp area to the Jabiru Town Development Authority. A further sublease was made to the Jabiru Town Council. These leases all expire in 2021. The Warnbi Aboriginal Corporation provides services to the Manabadurma Town Camp.
Service Delivery Payment Arrangements	<p>There is an informal lease agreement between residents and Warnbi. There is no official paperwork for this agreement.²</p> <p>Warnbi receives funding of \$2,800 per house per annum which goes towards the maintenance of the houses. Rent that is collected is based the number of adults, and is around \$30 per person per week. This rent is a flat rate and is not affected by income.³</p> <p>All rent is paid via Centrelink deductions directly to Warnbi. Warnbi does not own any of the houses, they only manage the properties through maintenance and collecting rent.</p>
Essential Services Payment Arrangements	N/A

² This information was provided in consultation with Warnbi Aboriginal Corporation

³ This information was provided in consultation with Warnbi Aboriginal Corporation

Bagot

Current State

March 2017

Legal and Legislative



Housing



Infrastructure



Economic Opportunity



Governance



Legend

- Excellent
- Very Good
- Good
- Poor
- Very poor



Details

Region	Darwin
Lease	Crown Lease in Perpetuity 840
Purpose	Aboriginal living and ancillary

Governance Structure

- Leaseholder:** Bagot Community Incorporated (in Administration)
- Tenancy:** Yilli Rreung Housing Aboriginal Corporation
- Maintenance:** Yilli Rreung Housing Aboriginal Corporation
- Service Delivery:** Yilli Rreung Housing Aboriginal Corporation

Current number of Houses



Number of residents per room



Recommendations

Legal and Legislative

Empower Town Camp residents by modifying the current lease type and purpose to enable wider uses of the land

Housing



Number of replacement houses



Cost of replacement houses
\$0



Deferred Maintenance Cost
\$6.04m

Infrastructure

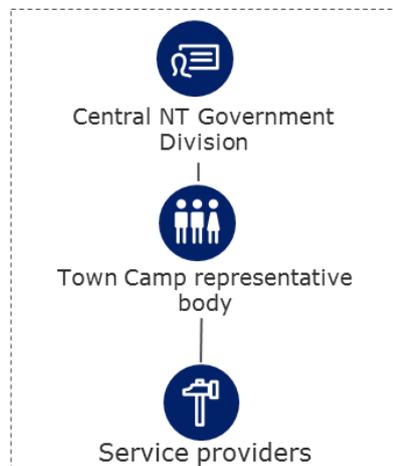


Deferred Maintenance Costs
\$134,000



Cost to meet Design standard
\$4.61m

Governance



Economic development opportunities

- Town Camp Services
- Pooled Employment Services
- Individual Employment
- Indigenous Business

Costing estimates are a preliminary estimate only. Actual prices may be different to those used to prepare estimates. There is no guarantee that the works can or will be undertaken at the estimated price. Housing and Infrastructure colour indicators are based on the average condition of the assets assessed and does not take into account the cost to meet infrastructure design standards.

Bagot

Executive summary

Land	Crown Lease in Perpetuity 840 owned by The Bagot Community Inc.
Service Provider	Yilli Rreung Housing Aboriginal Corporation
Findings	<ul style="list-style-type: none"> • The leaseholder is currently in administration, as such the lease rests with the administrator • There is limited ability for the leaseholder to drive change • Very little support is afforded to Aboriginal Associations incorporated under the Associations Act (NT) • The sewer network generally does not comply with relevant standards as the pipe size is too small • The water network does not comply with relevant standards due to undersized pipes • The electrical network generally complies with relevant standards and practices for private infrastructure but not with PWC standards. • Estimated maintenance costs required for existing infrastructure is circa \$134,000 • Estimated costs of infrastructure upgrades required to meet current design standards is circa \$4.61 million • 18% of houses in Bagot were considered below average the cleanliness of all of the properties presents a serious concern from a health and wellbeing perspective • The estimated cost to upgrade the current housing assets in Bagot to meet the standards of the Residential Tenancy Act, is \$6.04 million • Economic development opportunities are extensive • Most respondents appear to align with Western aspirations of housing and employment opportunities • Private investment opportunities are highly likely • There are no pathway for home ownership due to land and leasing requirements
Recommendations	<ul style="list-style-type: none"> • A summary of the recommended infrastructure maintenance works required can be found in works section below • Undertake a review of the Crown Lands Act (NT) to remove ambiguity and facilitate streamlined processes for ministerial consent • All existing housing stock should be refurbished or renovated to meet the standards of the Residential Tenancy Act • Tenancy and asset maintenance plans should be developed and implemented to improve asset durability and to decrease maintenance costs • To address limited governance, it is recommended that both a Central NT Government Division and Town Camp regional body be created. The regional body should be representative of the Town Camps residents and Incorporated under the Corporations (Aboriginal and Torres Strait Islander) Act 2006 (Cth) • Stronger governance structures should lay the foundation for allocated responsibilities and support Town Camps to undertake a defined and coordinated pathways to economic development and home ownership • Funding and private development contracts should include enforceable training and Indigenous employment clauses with set parameters to impart lasting skills onto local residents • Invest in public housing in areas with the economic capacity to support to the development of residents in transition.

Resident consultation and visioning statement

This is a summary of the outcome of the consultation process with local residents about the place, space and interface, including the resident's vision for the Town Camp. This is a direct community narrative, completed in the Town Camps visioning process which does not necessarily reflect the technical and governance data captured in this report.

Place

Bagot Aboriginal Reserve (as it was known) was established in 1938 as the result of governmental pressure to relocate the Kahlin Compound to make way for a new hospital. Natural disaster struck early in 1937 destroying Kahlin compound making it an imperative for the new Aboriginal reserve to be established. Late in 1937 on the recommendation by local government authorities, the Commonwealth Government of Australia compulsorily acquired a parcel of land for an Aboriginal reserve, on land north of the Ludmilla Creek comprising approximately 149 hectares. Adjoining this parcel was a section of crown land comprising 151 hectares also identified and considered as suitable for Aboriginal occupation as it provided direct access to intertidal zones for food foraging, fishing, direct access to the sea and had proximity to centres of ceremonial significance. Therefore, Bagot Aboriginal Reserve originally comprised 300 hectares.

With the onset of WWII, Bagot Aboriginal Reserve was reclaimed by the Australian Army for the purpose of a hospital. The residents of Bagot were removed to a site in Berrimah previously used as a RAAF camp, and to the Aboriginal settlement of Belyuen on the Cox Peninsula. A number of respondents indicated they spent time at the Berrimah compound, whilst others mentioned they knew of other residents of the community who also spent time at Berrimah. Given the living conditions experienced during that time, many of the older respondents understand that Bagot offers their best opportunities for a community based future, appropriate housing and job opportunities and that of their children and grandchildren's future. At the cessation of WWII, Bagot Reserve returned to use as an Aboriginal reserve. Over a period of several years after the war, previous residents were returned to Bagot reserve albeit in a manner following official policy requiring the separation of full blooded and half caste Aboriginals.

1948 marked the beginning of the excising of reserve land with the construction of Rita Dixon Home on a sub leased 8-hectare parcel of land, and in 1959 a further resumption of 4 hectares, facilitated the construction of Bagot Road to provide suitable access to suburbs becoming established north of Bagot reserve. The result of such planning decisions, in due course, reduced Bagot reserve to a portion of land constricted by expanding roadways, and newly established residential subdivisions to service Darwin's expanding urban growth. Ultimately, setting in place the future direction of Bagot Reserve which saw, over a period of years, representations and iterations of proposals finally resulting with the revocation of all but 23 hectares of Bagot Reserve in 1964.

A further consequence of these same planning decisions reduced Bagot reserve to land suitable for the development of housing and related activities only. Access to the intertidal zones for fishing and foraging and other ceremonial activities had now disappeared, though many people still use the inter-tidal zones and creeks as fishing and foraging locations, supporting the broader government policy to normalise Aboriginal activities. This policy, ultimately,

appears to have had a lasting outcome as most respondents appear to align with more normalised western aspirations of housing, and employment opportunities as their relationship to Bagot, rather than a connection to land driven by ancestral or cultural contexts. At the same time, they like living in a “village” type community and list more cultural activities and people having more respect for their elders and their culture as improvements they would like to see. Bagot community is a classic example of generational transition.

In the time period preceding the current administration, by Meertens Chartered Accountants, Bagot community, its stakeholders and other interested parties undertook strategic planning, driven by lengthy community consultation and engagement, with the resultant master planning and implementation planning documents being widely supported. Further to this, current respondents’ feedback appears to continue to broadly support these aspirational documents and clearly indicates that the urban location of Bagot community to not be disadvantageous. Rather there is the realisation by both young and old generations that Bagot community could ultimately develop into a safe village environment, supporting current and future generations to remain connected to this community, and for visitors to respect the rules and uphold the wishes of the community with appropriate behaviour and paying their way.

Space

The current housing stock, within Bagot community, constructed of brick and galvanised iron or tiled roofs, were initially built in the early 1960’s through to the 1970’s. In keeping with the broader government policy of assimilation of Aboriginals into the wider community and the pursuit of reducing the size of Bagot community for the purpose of residential subdivision, brick walled and iron roofed housing stock originally constructed reflected the style of dwellings constructed outside of the community. Prior to this, when the purpose of the reserve was to separate Aboriginals from the wider community, permanent dwellings were generally comprised of lined timber framed walls and iron roofing on concrete slab floors. Given the age of most dwellings, it is not surprising most are in generally poor condition throughout, although we have noticed there are several exceptions to this.

Due to harsh climatic conditions experienced in Darwin, including severe storms and cyclones, there is an expectation that housing of this age, particularly with its relative position in terms of saltwater carry from the nearby harbour during storms and strong North Westerly winds, will have nearly reached its economic lifespan. That means that the managers of Bagot housing stock will increasingly face expensive preventative maintenance and repair costs. Even if this factor is set aside, the condition of most of the housing inspected reflects the effects of an inadequate or poorly resourced repair and maintenance regime, vermin damage, and years of wear and tear from being inappropriately lived in due to past/present issues of overcrowding due to long stay visitors, or the issue of housing not reflecting the social and cultural needs of the particular residents.

Respondents’ feedback reflects a broad range of experiences and expectations in regards to their housing. Ranging from a traditional view of the function of housing providing safety and protection from the seasonal factors of weather, to that of not feeling safe in the house because of door locks not working properly, or the desire of additional bedrooms to adequately cope with the current family structure. Yilli Rreung Housing Aboriginal Corporation (Yilli Housing) are faced with the difficult task of managing both the housing stock and the expectations of the tenants and their perceived right for improved housing quality. This perception is further discordant with the behaviour of, at times, a significant

proportion of tenants who have either damaged dwellings, not controlled visitation numbers, or haven't made payments for rent or water, ultimately resulting in the governing Bagot community body moving into administration for outstanding debts to 3rd parties.

As a result of this administration, policies relating to payment of power and water charges, rent, unruly or disruptive behaviour, tenants evictions are now enforceable by Yilli Housing. Respondents feedback and conversations with community members indicate the implementation of such policies are generally well received and understood as necessary in order for the community to move forward with master planning strategies other related lifestyle and cultural opportunities. A number of residents indicated they were aware of the Yilli policy of attending first and foremost to those tenants who were up to date on the rental commitments. Current overcrowding appears limited, and reflects a lack of culturally appropriate housing options, rather than an issue of unchecked family visitors. Consequently, respondents' feedback indicates community members don't consider overcrowding an issue.

Interface

Bagot Community's interface with its immediate locale and the greater Darwin community has been shaped by numerous government planning and social policy decisions since its original form and function of 1938. Currently the 23 hectares is held under a Crown Lease in Perpetuity in the name of Bagot Community Incorporated. Because of its location, and the recognition by Bagot Community Council, prior to being placed under Administration, and Yilli Housing management that there were opportunities to make Bagot more independent of Public funding. Bagot Community has the enviable position of numerous suitor's keen to partner with them for the purpose of redevelopment opportunities. In the years preceding the current administration, which was entered into October 2015 by Meertens Chartered Accountants, Bagot community, its stakeholders and other interested parties undertook strategic planning, driven by lengthy community consultation and engagement. In doing so, this process and subsequent agreement and support for its implementation, by community members, has been legitimised by Meertens as the documents broadly shape the basis for business and social strategies for Bagot Community to address their past financial failings, and set the path for wide-ranging progress addressing housing, health, cultural and employment objectives.

In this sense, Bagot community currently enjoys a fortunate geographical interface with its immediate locale, given it has a wide and absolute frontage to Bagot Road which has attracted the attention of several national chain supermarkets interested in anchoring a commercial shopping centre within the community. But as so often is the case, commercial opportunities require the managing of conflicting consequences. One such consequence is the probability of an alcohol outlet being included within the development. A number of respondents indicated their opposition, given the firsthand experience of the effects of readily available alcohol within the community, and it being counter to the community's push for a safe village environment.

Given the current upheaval of the Bagot Community governing body, as a result of entering administration, there is a realisation by a core of long term residents of the community that impediments, faced as a result of myriad of clans present within the community, that decision making driven by the administrators on matters which have been difficult to agree upon will be finalised. This issue of multiple clans should not really be a consideration. Most of them have no traditional rights or responsibilities for the land on which the community sits.

They have chosen to relocate and part of that transition is that their voice will be heard through a democratic process.

Vision

As would be expected of a community which has undergone considerable strategic master planning, visions for Bagot community, as reflected by respondents and numerous conversations with a range of community members and stakeholders, appear to support and align with the goals and aspirations as set out in such planning documents.

It should be noted that at a respondents' level, matters of housing maintenance, security and well-being were commonly voiced, indicating, as would be expected, fundamental issues of shelter, safety and health are paramount and represent a daily consideration for a significant number of respondents. At a collective community level, the community remains aligned with, supports, and retains a sense of ownership of, the projected outcomes outlined in the Master Plan prepared in 2012 which will help shape housing options, employment opportunities, health and wellbeing considerations, regardless of the matter of the current Administration process. As mentioned previously within this document, there is a perception among many in the community that the Meertens administration has a silver lining, in that it will be an enabler for decision making on matters which have been an impediment to progress to date, and will permit the active implementation of the Bagot Community visions.

Land Tenure, Leasing and Legislation

Owner	The Bagot Community Inc.
Location	133 Bagot Road, Ludmilla, Darwin
Land	Lot 4806 Town of Darwin; CUFT Vol 485 Fol 135
Type of Tenure	Crown Lease in Perpetuity 840
Commencement date SPL/CL	24 February 1989
SPL/CL Purpose	Aboriginal living and ancillary
Planning scheme zone	CL (Community Living)
Summary of Land Dealing Documents	<p>1. Crown Lease in Perpetuity 840</p> <p>Search certificate lists the following dealings/notes:</p> <ul style="list-style-type: none"> • Drainage Easement to Northern Territory of Australia • Sewerage Easement to Power and Water Authority • Electricity supply Easement to Power and Water Authority • Statutory Notice – Prescribed Property (Date Registered: 9 August 1996, Dealing No.: 357782) • Native Title does not exist on this parcel (Federal Court Determination 17.05.2006) • Significant Tree on Site • National Trust Significant Place (unverified) <p>The following reservations are listed:</p> <ol style="list-style-type: none"> a. Reservation of right of entry and inspection b. Reservation of all minerals, mineral substances and ores in or under the land including gems, stones, sands, valuable earths and fossil fuels c. Reservation of power of resumption <p>Provisions include purpose of lease, annual rent, forfeiture liabilities, compliance with covenants and conditions, right to surrender lease, improvement rights and compensation.</p> <p>Lessee covenants include duty to pay rent, rates and taxes for leased land; use land for intended purposes specified in the lease; maintain and repair improvements; compliance with applicable legislation and approved plans and specifications; keeping premises clean and free of weeds, debris, rubbish, insects and offensive matter; reimburse the Northern Territory for carrying out conditions of the lease where Lessee fails observe and carry out or to cause to be observed or carried out the conditions of the lease.</p> <p>2. Memorandum for Purposes of Statutory Restrictions Notice (Date Lodged and Registered: 9 August 1996, Dealing No. 357782)</p> <p>Provides notice of statutory authority restriction per s 26A (Prescribed Property) <i>Associations Incorporation Act</i> for Lot 4806 Town of Darwin (CUCL Volume 201, Folio 051, Plan S88/33).</p>
Level of Understanding	<p>Owner – rights and responsibilities</p> <p>There is a general level of understanding by the SPL/CL holders, but during consultations it was found that in many cases there was inactivity by the SPL/CL holder and/or there was limited capacity of the SPL/CL holder to drive change. This was found to be the main impediment to community development rather than any lack of understanding of rights and responsibilities as a SPL/CL holder.</p>

	<p>Residents – understanding of lease arrangement</p> <p>The level of understanding of residents was disparate – ranging from some having a sound understanding of the leasing arrangements and their rights/responsibilities, to others with a complete lack of understanding (for example, thinking they owned they house they lived in or considered that service providers were landlords with a right to deal with their tenancy of the house).</p>
<p>Compliance with lease conditions and legislation</p>	<p>There is no compliance monitoring undertaken in respect of Town Camp CLs, so compliance with conditions are unknown.</p>
<p>Impediments in lease conditions and suggested amendments</p>	<p>Purpose of CL is limited to Aboriginal living and ancillary. Recommend this be amended, if required, to the purpose consistent with the proposed use of the land.</p>
<p>Relevant legislation for land dealings; Legislative impediments; and Suggested amendments</p>	<p>Associations Act (NT)</p> <p>Dealings with prescribed property require Ministerial consent. Recommend a streamlined/fast-track process for consent to ensure minimal delays to land dealings.</p> <p>Crown Lands Act (NT)</p> <p>Sections 42 & 44 – Any subdivision would need to comply with the requirements set out in these sections. Recommend review of these sections to ensure references to <i>Planning Act</i> are correct and there is no ambiguity as to the operation of each section.</p> <p>Section 46 – dealings with the land require the Minister’s consent, which must be applied for in writing to the Minister. Recommend a streamlined/fast-track process for consent to ensure minimal delays to land dealings.</p> <p>Planning Act (NT)</p> <p>Any proposed development on the land must comply with the <i>Planning Act, Regulations</i> and NT Planning Scheme.</p> <p>The zoning rules for Community Living zone are:</p> <ul style="list-style-type: none"> • The primary purpose of Zone CL is to provide for community living. • Residential accommodation may be temporary or permanent. • There may be non-residential facilities for the social, cultural and recreational needs of residents. <p>An application for the re-zoning of the land may be required where any potential development on the land is not consistent with these zone purposes.</p> <p>Stronger Futures in the Northern Territory Act 2012 (Cth)</p> <p>Section 34 – gives the Commonwealth broad powers to amend NT legislation relevant to Town Camps land, land dealings planning and infrastructure. Ideally, this section would be removed, however as this is Commonwealth legislation any changes are not at the NT Government’s discretion.</p> <p>Native Title Act 1993 (Cth)</p> <p>Native Title has been found to not exist over this parcel of land.</p> <p>Residential Tenancies Act (NT)</p> <p>Whilst not relevant to the current land dealings, if any form of long term residential leasing is considered akin to ‘home ownership’ then that form of leasing may require exemption from the <i>Residential Tenancies Act (NT)</i> if the legislative provisions are found to be at odds with the proposed long term leasing model (i.e. landlord’s obligation to repair, payment of rates and taxes, payment in advance and payment of a premium).</p>
<p>Relevant legislation for lease holder</p>	<p><i>Associations Act (NT)</i></p>

**Level of support
provided to lease
holder and
suggested
amendments**

No specific support for Aboriginal associations is provided by the Department of Business/Licensing NT and very limited support is provided in general to incorporated associations.

Recommend transfer to incorporation under the Corporations (Aboriginal and Torres Strait Islander) Act 2006 (Cth).

Municipal and essential infrastructure

Summary

The Bagot community is located north of the Darwin CBD along Bagot Road. The community consists of 56 residential dwellings, which are serviced by a formal two lane road, sewer, water and electricity.

The status of the municipal infrastructure and services, being the sewerage, water supply, roads and road furniture, stormwater drainage, community structures, electrical supply and communication services were assessed in late 2016. No intrusive excavations or potholing of buried services were undertaken within the community. The condition of the above ground/visible services were assessed against a standardised rating, categorised as being in very poor, poor, good, very good or excellent condition.

Currently the municipal infrastructure at Bagot is generally in good condition with the exception of the accessible sewerage infrastructure which was in very good condition and the community structures which were in poor condition. A summary of the recommended maintenance works required can be found in the following section.

A desktop study was undertaken to assess the capacity of the existing infrastructure and to determine whether it meets current relevant requirements and standards. This assessment was based on available drawings and the condition assessments from the site inspections.

The sewer network generally does not comply with relevant standards as the pipe size is too small. The sewer network has sufficient capacity for the current number of houses, however it is recommended that the network is upgraded to DN150 PVC with new housing connections, manholes and connection to the external network.

The water network does not comply with relevant standards due to undersized pipes. It is recommended that the water reticulation is upgraded to DN150 PVC with network looping incorporated. Water usage is proposed to be measured with a bulk water meter located at the community boundary. Additionally, residential lot water meters should be installed on the connection to each dwelling which will assist with bill distribution to residents and identifying any leaks in the internal network.

The roads and stormwater drainage infrastructure within Bagot are generally meeting relevant standards. No major upgrades are recommended for this infrastructure.

The community structures within Bagot community consisted of a playground in poor condition, and a basketball court in good condition. Minor maintenance and a generally tidy up are recommended for both areas.

The electrical network generally complies with relevant standards and practices for private infrastructure but not with PWC standards. The calculated maximum demand is within the total capacity of the substation on site. It is recommended that the site infrastructure be upgraded to PWC standards.

Details of communications infrastructure are held by Telstra and were not provided for this report. The NBN rollout map confirms that NBN is available to residents via fixed telecommunications line on application to an appropriate NBN access provider.

Sewerage infrastructure condition



Water infrastructure condition



Road infrastructure condition



Stormwater drainage condition



Community structure condition



Electrical infrastructure condition



Very poor Poor Good Very good Excellent

As no new developments are currently planned for the community, there are no additional upgrades for any type of infrastructure required to cater for future demand.

These recommendations are based on the site inspections and available data at the time. Further investigations/studies may be required for the engineering design of the upgrades. A detailed report can be found in Appendix B.

Recommended works

The following works, including maintenance to the existing infrastructure and upgrades to comply with relevant standards, are recommended for Bagot community;

Sewerage

- Concrete patching on existing manhole
- Upgrade sewer network (approximately 2500 m) to DN150 PVC with new manholes, housing connections and connections to external network.

Water supply

- Replace network with DN150 looped mains, approximately 3000 m (assumed to be made up of three separate looped main, each with a new bulk water meter
- Replace 11 fire hydrants with screw down fire hydrants
- Install up to 54 residential lot water meters

Road and road furniture

- Replace two speed bump signs
- Replace two custom "Welcome to Bagot Community" signs
- Repair two potholes
- General tidy up of road
- General tidy up of foot paths
- Reseal carpark pavement

Stormwater drainage

- Clean out swale and reshape batters
- Replace one side entry pit
- Clear blockages from eight side entry pits
- Replace two side entry pit concrete lids
- Tidy up of the two side entry pits

Community structures

- Repaint the playground equipment
- Install a new shade cloth over the playground
- Repair holes in basketball court shade cloth
- Repair playground fence
- Repair basketball court fence

- General tidy up (remove weeds, rubbish, dirt, etc.) from both the playground and the basketball court

Electrical services

- Replace one prepaid digital meter
- Replace ten switchboards inside the metering panel
- Replace four switchboards associated to dwellings

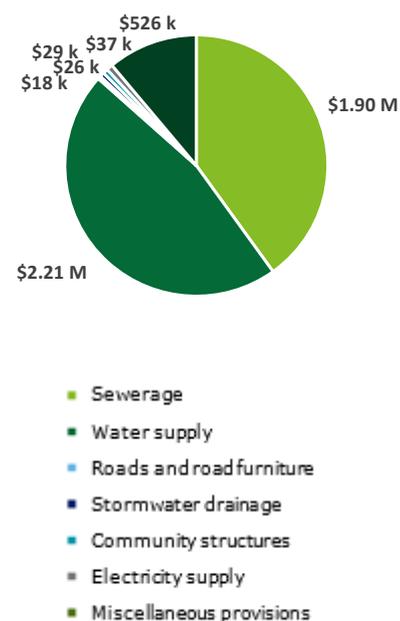
Communications

- No works are required because NBN is available to residents via satellite on application to an appropriate NBN access provider.

Cost estimates

The table below shows a summary of the cost estimates to undertake the maintenance required to fix the existing infrastructure, and to upgrade the existing network to meet current design standards. The estimates take into account a 30% contingency and are inclusive of GST.

Infrastructure	Maintenance of existing infrastructure	Upgrades to meet current design
Sewerage	\$ 1,000	\$ 1,902,000
Water supply	\$ 0	\$ 2,209,000
Roadworks	\$ 18,000	\$ 0
Stormwater drainage	\$ 26,000	\$ 0
Community structures	\$ 29,000	\$ 0
Electrical	\$ 37,000	\$ 0
Communications	\$ 0	\$ 0
Miscellaneous provisions	\$ 23,000	\$ 503,000
Total (including GST)	\$ 134,000	\$ 4,614,000
Grand total	\$ 4,748,000	



The cost estimates are a preliminary estimate only. Since Aurecon has no control over the cost of labour, materials, equipment or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Aurecon cannot guarantee actual costs will not vary from these estimates.

Housing

Introduction

Bagot was surveyed between the 7th and the 18th of November 2016. All of the 55 funded dwellings⁴ identified by the client were identified on site.

Current state of play

Housing summary and condition

The housing stock is aging with the majority over 20 years old. 55% of houses were considered to be of an average condition. However, this rating does not take into account the cleanliness of the residences and it doesn't mean they comply with the residential tenancy act. The majority of the houses have been constructed in blockwork on a concrete slab with sheet metal roofing material.

Urgent and immediate issues

Refer to the individual housing reports in the appendices for evident WHS or OHS issues and urgent and immediate repair issues. When urgent and immediate issues were identified during an inspection, tenants were advised to raise the issues with the relevant service provider.

Hygiene and cleanliness of the residences were identified as a significant issue in the inspected houses. The conditions are unsanitary and are likely to manifest in any number of health problems.

Smoke alarms

Of the houses surveyed internally in Bagot, 16 were identified as having non-serviceable smoke alarms.

Flooding

Anecdotally only 3 of the houses in Bagot are said to flood.

Visitors

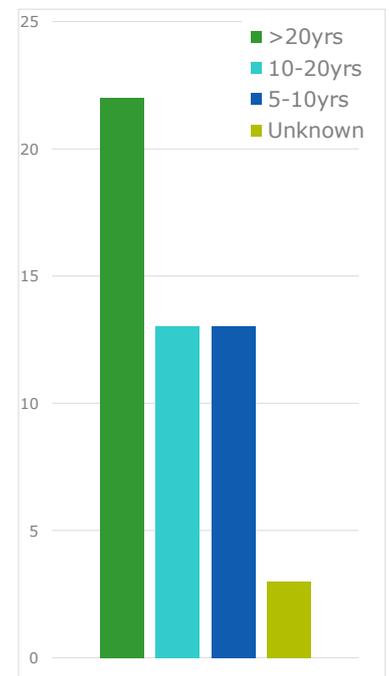
Of the dwellings to which we were permitted to access, 9 had visitors staying ranging from 1 to 6 visitors. The house with 6 visitors had 5 permanent residents therefore 11 people in a three-bedroom house with 1 toilet. This would result in significant strain on the amenities.

Amenities

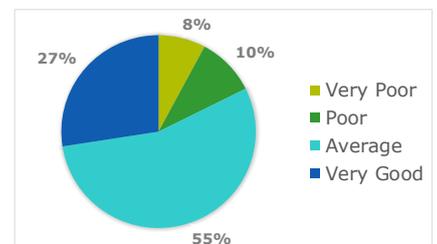
A snap shot of the community shows that on average there are 1.3 residents per bedroom and 3.1 per toilet. The maximum recorded occupancy was 3 people per room and 9 people per toilet.

Overcrowding

The surveys revealed that overcrowding is a result of transient populations and not the permanent residents that exist within the Town Camp.



Bagot - Age of Housing Stock



Bagot - Condition Summary

⁴ A list of funded dwellings, provided by the client, has been included in the appendices.

Disabilities

Of the residents 4 were recorded as having disabilities. Of those with disabilities 3 lived in the same house. 6 houses were identified as having appropriate grab rails in the wet areas and 2 ramps were identified.

Asbestos

As many of houses were reported to be over 20 years old the presence of asbestos is likely. Of the houses examined, 6 were listed as likely to contain asbestos. This material is considered safe if it is not disturbed.

Security

Of the houses we gained access to, 12 did not have lockable doors and 15 did not have lockable windows. The majority of houses in Bagot were surrounded by a fence and most were in a reasonable condition.

Recommended Works

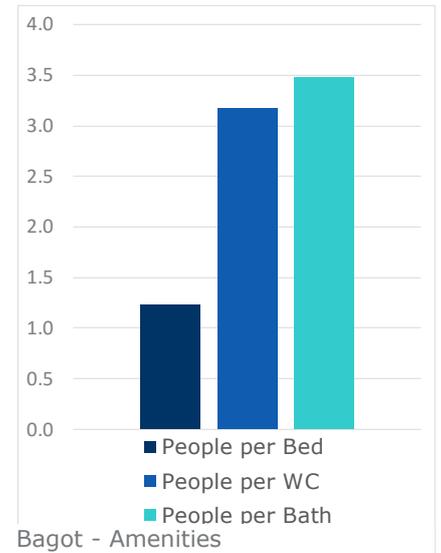
Although only 18% of houses in Bagot were considered below average the cleanliness of all of the properties presents a serious concern from a health and wellbeing perspective. It is proposed that all existing housing stock be refurbished or renovated to meet the standards of the Residential Tenancy Act. Once the houses have been brought to standards a maintenance plan needs to be implemented to prevent the standards from dropping below an acceptable limit.

The estimated cost to upgrade the current housing assets in Bagot to meet the standards of the Residential Tenancy Act, is \$6,041,068. This includes margins, adjustments and GST. Refer to Appendix C for the complete costing report.

Asbestos recommendations

We highly recommend that a specific asbestos inspections be performed to ensure the safety of residents.

For future works or maintenance contractors should be made aware there is a likely presence of asbestos before commencing any works to residences that were constructed prior to it being banned for use in the building industry. Contractors should refer to the HOW TO MANAGE AND CONTROL ASBESTOS IN THE WORKPLACE Code of Practice published by Safe work Australia. It is recommended that the materials be identified and houses labelled with appropriate warnings, as occupants and trespassers of the dwellings have been engaged in destructive activities that have disturbed the materials such as pulling down ceiling linings and pulling up asbestos floor tiles.



Economic development

Social issues and themes voiced by residents

- Residents don't want to move
- Lease held by an administrator
- Unwilling to pay rent
- Houses in poor condition
- Slow response to repairs and maintenance
- Drinking and violence
- Transient visitors

Economic Development Opportunities

There are a large amount of economic opportunities for the Bagot community. Due to the central location of the community in Darwin there are opportunities for Town Camp services, pooled employment services, individual employment and Indigenous businesses. Residents are taking advantage of these opportunities. There needs to be support and training to both Indigenous employees and non-Indigenous employers to ensure lasting transition into employment.

There are many options for the Bagot community due to the commercial value of the land in Darwin. For example, opportunities for supermarket chains are well developed, but it is essential that these development opportunities are contingent upon the development of the Aboriginal people.

In order to develop more comprehensive employment opportunities we recommend that funding and private development contracts should include enforceable training and Indigenous employment clauses with set parameters to impart lasting skills onto local residents.

For detailed rationale and recommendations see the Economic Development section of the report.

Economic Aspirations

Most respondents appear to align with Western aspirations of housing and employment opportunities. In 2012, community stakeholders and other interested parties undertook strategic planning and a vision for the development of the community. This vision encompasses sustainable integration into the wider Darwin community. This vision continues to be widely supported by Bagot's residents.

Investment Opportunities

Any private investment requires certain criteria to be filled before investment opportunities will realistically be pursued. This criteria includes:

- Certainty of ownership
- Commercially viable income streams
- Active market for any equity interests

When the above criteria is satisfied financial institutions and investors are in a position to provide financial and investment opportunities.

The Bagot community currently does not meet the criteria for private investment opportunities into housing or infrastructure. The land and leasing structure provides no certainty of ownership. The difficulties in obtaining contributions from residents' means that potential income streams are not commercially viable. The leasing structure also makes active markets for any equity interest highly unlikely. The positioning of the Bagot community means that there is likely interest in purchasing the land if the leasing structure allowed it.

It is unlikely that there will be private sector investment until there are changes that impact upon the above criteria.

Home Ownership Opportunities

Currently, there are no pathways to home ownership for residents within Bagot community. The land and leasing structure makes it challenging for even the most informed organisations to successfully secure subleasing let alone individual residents. Further there are a number of additional considerations that need to be made prior to any lease amendment. For specific considerations and recommendations regarding the leasing structure refer to the Land Tenure, Leasing and Legislation summary above.

Aside from the leasing structure there are a range of economic constraints that further restrict a pathway to home ownership for residents. Within Town Camps there is limited financial

contributions by residents and limited control over tenancies. This provides minimal incentive to invest or purchase a house and as such results in there being no active market for Town Camps, which further dis-incentivises investment. For specific consideration of establishing a pathway to home ownership see the Economic Development section of the report.

Governance

Governance Structure

The current governance structure is characterised by uncertainty as the Bagot Community Incorporated (the original leaseholder) is under administration. Meertens accountants have been charged with this responsibility which appears to have centralised the decision making function. No other leases exist in relation to the Bagot Community. Funding is provided by the Northern Territory Government to Yilli Rreung Housing Aboriginal Corporation for the provision of essential services and repairs and maintenance to the Town Camps. The governance structure does not afford residents the ability to control their own space and the assets located within the Town Camp.

This governance structure is characterised by confusion and unnecessary complication that does not afford residents the ability to control their own space and the assets located within the Town Camp. It is recommended that the leasing structure be simplified by empowering Town Camps residents to take control of their own space through the formulation of a regional body representative of the Town Camps residents. This can enable the design and implementation of sustainable maintenance programs.

It would then be appropriate for this regional body to use the funding to employ service providers that provide tenancy management, repairs, maintenance, municipal services and essential services. All of the governance and service providers need to have a clear connection to the local communities in order for them to be effective.

It is recommended there is the creation of a Central NT Government Division which assists with advice and the distribution of government funding to the regional body. The Central Division would provide support, oversight and governance for the regional body.

For detailed rationale and recommendations see the Governance section of the report.

Service Delivery Payment Arrangements

Yilli Rreung Housing Aboriginal Corporation acts as the property manager for the administrator and enters into tenancy agreements with Town Camp residents. The administrator is currently acting in the capacity of the landlord as no party has taken over the lease. Yilli Rreung has no authority or legal basis to evict residents for breaches of the tenancy agreements.

Yilli Rreung Housing Aboriginal Corporation issues rental statements to residents on a per house basis every 6 months, on request or whenever a tenant is in arrears.⁵

Payments for rent are made primarily through Centrelink payments (approximately 80% of tenants pay via this method).⁶ In other cases rent can be collected via cash payments, EFT payments, basic card payments and direct deposit.

Overall approximately 75% of tenants are currently contributing to the fees that are being charged. This is often 5 or 6 people contributing per house.⁷

Essential Services Payment Arrangements

All houses serviced by Yilli Rreung Housing Aboriginal Corporation have power card meters that allow residents to pay directly for the power they use. Water costs are included in the resident's fortnightly rental payments. The municipal and essential services grant covers the remainder of water and sewerage costs.⁸

⁵ This information was provided in consultation with the Chief Executive Officer of Yilli Rreung Housing Aboriginal Corporation

⁶ This information was provided in consultation with the Chief Executive Officer of Yilli Rreung Housing Aboriginal Corporation

⁷ This information was provided in consultation with the Chief Executive Officer of Yilli Rreung Housing Aboriginal Corporation

⁸ This information was provided in consultation with the Chief Executive Officer of Yilli Rreung Housing Aboriginal Corporation

Kulaluk

Current State

March 2017

Legal and Legislative



Housing



Infrastructure



Economic Opportunity



Governance



Legend

- Excellent
- Very Good
- Good
- Poor
- Very poor



Details

Region	Darwin
Lease	Crown Lease in perpetuity 671
Purpose	Purposes consistent with zoning of the land

Governance Structure

- Leaseholder:** Gwalwa Daraniki Association Incorporated
- Tenancy :** Yilli Rreung Housing Aboriginal Corporation
- Maintenance:** Yilli Rreung Housing Aboriginal Corporation
- Service Delivery:** Yilli Rreung Housing Aboriginal Corporation

Current number of Houses



Number of residents per room



Recommendations

Legal and Legislative

Empower Town Camp residents by modifying the current lease type and purpose to enable wider uses of the land

Housing



Number of replacement houses



Cost of replacement houses
\$0



Deferred Maintenance Cost
\$1.89m

Infrastructure

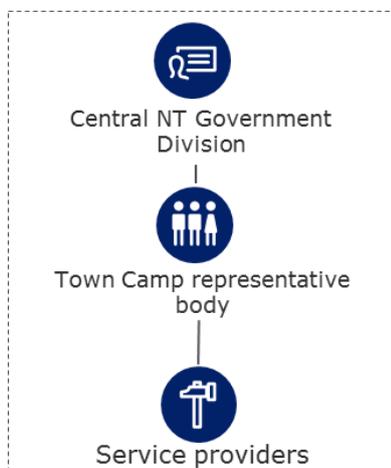


Deferred Maintenance Costs
\$479,000



Cost to meet Design standard
\$2.96m

Governance



Economic development opportunities

- Town Camp Services
- Pooled Employment Services
- Individual Employment
- Indigenous Business

Costing estimates are a preliminary estimate only. Actual prices may be different to those used to prepare estimates. There is no guarantee that the works can or will be undertaken at the estimated price. Housing and Infrastructure colour indicators are based on the average condition of the assets assessed and does not take into account the cost to meet infrastructure design standards.

Kulaluk

Executive summary

Land	Crown Lease in Perpetuity 671 owned by Gwalwa Daraniki Association Inc.
Service Provider	Yilli Rreung Housing Aboriginal Corporation
Findings	<ul style="list-style-type: none"> • There is strong involvement by the Gwalwa Daraniki Association in the development of the land and lease • There is no compliance monitoring undertaken in respect of Town Camp crown leases • Very little support is afforded to Aboriginal Associations incorporated under the Associations Act (NT) • Currently the municipal infrastructure at Kulaluk is generally in good condition, except for the accessible sewerage infrastructure which was in very good condition • The sewer network generally does not comply with relevant standards, however the capacity is sufficient • The water network does not comply with relevant standards as the diameter of the water main is too small • The electrical network generally complies with relevant standards and practices for private infrastructure but not with PWC standards • Estimated maintenance costs required for existing infrastructure is circa \$479,000 • Estimated costs of infrastructure upgrades required to meet current design standards is circa \$2.96 million • 79% of the houses are of average and very good condition and 21% are considered poor and very poor, however cleanliness of the properties presents as a serious concern from a health and wellbeing perspective • The estimated cost to upgrade the current housing assets in Kalaluk to meet the standards of the Residential Tenancy Act, is \$1.89 million • Economic development opportunities are extensive, but are restricted due to the location of the land near the airport • The community's economic aspirations are primarily driven by the Gwalwa Daraniki Association Incorporated who seek to leverage the strength of their lease holdings to underpin an income stream for the community • There is a strong local governance structure through Gwalwa Daraniki Association, with Yilli Rreung Housing Aboriginal Corporation as the service provider • Potential for strong economic development opportunity exists • There is currently no established pathway to home ownership
Recommendations	<ul style="list-style-type: none"> • The purpose of the lease be amended, to allow wider uses of the land • A summary of the recommended maintenance works required can be found in the works section below • Undertake a review of the Crown Lands Act (NT) to remove ambiguity and facilitate streamlined processes for ministerial consent • All existing housing stock should be refurbished or renovated to meet the standards of the Residential Tenancy Act. • Funding and private development contracts should include enforceable training and Indigenous employment clauses with set parameters to impart lasting skills onto local residents • To address limited governance, it is recommended that both a Central NT Government Division and Town Camp regional body be created. The regional body should be representative of the Town Camps residents and Incorporated under the Corporations (Aboriginal and Torres Strait Islander) Act 2006 (Cth)

-
- Stronger governance structures should lay the foundation for allocated responsibilities and support Town Camps to undertake a defined and coordinated pathways to economic development and home ownership
 - Invest in public housing in areas with the economic capacity to support to the development of residents in transition
-

Resident consultation and visioning statement

This is a summary of the outcome of the consultation process with local residents about the place, space and interface, including the resident's vision for the Town Camp. This is a direct community narrative, completed in the Town Camps visioning process which does not necessarily reflect the technical and governance data captured in this report.

Place

Kulaluk retains a unique place in the history of Indigenous land rights within Darwin. In the late 1960s and early 1970s a number of important National events encouraged local Aboriginal people to campaign for greater recognition of their cultural disconnection to country. Kulaluk evolved as the focus of this action.

Born from a combination of dramatic actions comprising; public demonstrations, including a number of violent protests resulting in criminal charges being laid, and road blockages, the Aboriginal people of Darwin and their local supporters demanded that the plight of the Traditional Owners of Darwin be recognised. It is also the story of an Indigenous family group who, by the early 1970's, were considered the last of the Larrakia people still living on traditional lands in Darwin. Their extended families resided across Darwin harbour, at Belyuen, moving back and forth between the two locations.

The original camp of Kulaluk, located south east of what was then the Paspalis' drive-in theatre (now redeveloped, separately, as a residential subdivision known as Sunset Cove and a Woolworths anchored shopping centre) was situated on a portion of land approximately 1.7 hectares in size comprising a waterhole of special significance to a small group of Larrakia Aboriginal people. The land was intended for residential and foraging purposes. The land in question was already being accessed by people from Bagot and had several small transient campsites along the small tidal creek that is bridged by Dick Ward Drive, and at the mouth of Ludmilla Creek.

The Kulaluk Special Purpose Lease that was granted to Gwalwa Daraniki Association, stretches along the coastline from Nightcliff to Fannie Bay, bordered by Fitzer Drive, Bagot and Totem Roads, dissected by Dick Ward Drive. Much of the lease was considered to offer little value because of tidal inundation, though it allows the current residents to hunt and fish along the intertidal zone. The majority of the non-tidal affected land was in the flight path for Darwin Airport and as such was considered to have little value. With changing attitudes to development under flight paths some areas, are now considered to have the potential for both residential and commercial development. This is reflected by various commercial ventures and proposed developments which include; several iterations of the Evan Lynn/Hans Voss led mixed use marina; commercial and residential proposals, land fill storage; light industrial subdivision; and prawn or mud crab farms.

There are two groups at Kulaluk: those who live within the original camp site and those who live at Minmarama located within the major portion of the Kulaluk Lease closer to Bagot Community. The residents at Kulaluk are mostly members of the [redacted] some from the Tiwi Islands where the family has strong family ties. The residents at Minmarama are more diverse. The [redacted] women central to the early fight for land, has lived on the Kulaluk lease since its

creation. [REDACTED] is a strong vocal woman who has worked for the residents through the [REDACTED] for more than [REDACTED]. She has been a strong advocate for economic development on the lease and has come under some criticism for her independent views. There is a strong desire among the members of Gwalwa Daraniki Association to hold their rights against all those people who, over the years, have tried to gain hold of the Kulaluk lease. When the lease was originally granted it had a cultural value, and a historical value, but in the past 40 years it has developed a significant financial value and an opportunity for Gwalwa Daraniki Association to become an independent Aboriginal organisation. Some of those who were involved in the original fight for Kulaluk do not support any development on the land.

The community has a basketball court that was constructed over 20 years ago and no money has been spent on it since. The fence needs fixing, it needs a shade cloth over it so that people can use it during the day, even for community meetings, and it needs proper lights so that it can be used at night. The community generally needs better lighting. The roads are broken up and it is dangerous walking around at night.

One of the observations from long-term residents is how much the beach has changed over the years. There is almost no sand at all now and the mangroves have taken over making access difficult. People remember walking along the beach "in the old days" but say you can't do that now.

Space

Given that Kulaluk community, located close to the original fresh water spring, has for a long time been associated with the [REDACTED] it is not surprising to currently find that the housing allocation continues to be overseen by them. Priority is given to family members but also to those who have cared for community elders who have resided there over the years. Minmarama Park, also controlled through Gwalwa Daraniki Association, exists to offer the opportunity to eligible Aboriginal people who aren't otherwise close family relations, the opportunity to access public housing in an alternative living space. This component of the Kulaluk residential portfolio appears to follow the more traditional governance structure of property management, which is undertaken by Yilli Rreung Housing Aboriginal Corporation (Yilli Housing).

The stock of housing at Kulaluk, much of which was constructed in the early 1980's and added to in the 1990's, is generally in poor condition throughout. Reflective of an under-resourced repair and maintenance regime; coastal location with years of salt spray driven by wet season storms; and past questionable decision making by Darwin City Council around storm water drainage in which the stormwater flow from higher surrounding suburbs were allowed to discharge across the Kulaluk lease without adequate drainage, has resulted in housing that shows severe signs of subsiding foundations and water inundation during heavy rains resulting in potentially irreparable damage. The major problems were poor water pressure, faulty wiring and ceiling fans not working, leaking roofs, broken fences and out of control weeds. One resident reported a strong chlorine smell in the water with white flakes floating in it. She says she was sick after drinking water from the tap. Some of the houses are in such poor condition that renovation may not be viable. They may need demolition and a rebuild on the lot. Most of the houses though probably structurally sound were internally almost impossible to clean and maintain, and according to residents, made life hard.

Accordingly, the current housing management organisation, Yilli Housing, are faced with increasingly expensive maintenance costs. Often Yilli Housing are accused of being too slow to respond to requests for maintenance citing lack of funds. A common refrain is “we call Yilli but they say they don’t have the money to fix things”. Our conversations with community members regarding this matter anecdotally indicates rental arrears strongly correlates with the time period taken to address maintenance matters. We do note, however, that dangerous or sanitary matters are dealt with in a timely manner. Current overcrowding appears to be a matter of a lack of appropriate housing options, rather than an issue of unchecked family visitors, and is currently not considered an issue as in recent times family or visitors have regularly been moved on.

Overcrowding due to particular seasonal activities or cultural factors are the exception. [REDACTED] through the force of her personality, seems able to prevent overcrowding issues spiralling out of control. Though she has strong views about what should happen at Kulaluk these views are driven by a very strong emotional and cultural attachment to place and space.

Interface

The opportunities of Kulaluk’s urban location appear to be being squandered from a mainstream perspective. Proximity to amenities and services means that residents can access alcohol and drugs easily, and some do. With a high percentage of residents not employed full-time, and relying on some form of welfare assistance, those who are employed indicate they work for businesses within the immediate locale, and a further limited number are completing short study courses to assist with potential employment opportunities. During community consultations, it has been observed that many of the residents, however, are adept to walking in two worlds.

Over the years, [REDACTED] developed an extensive network of business people that are keen to work with Gwalwa Daraniki Association, and over decades has sought guidance and counsel from politicians of the day and their advisors, with mixed results. She assures us that such representations will continue as she is keenly aware of the dynamics of the major stakeholders which effect positive change, or otherwise, for her community.

Past endeavours, by Gwalwa Daraniki Association, to enhance Indigenous employment opportunities for community members includes commercial ventures with a local Indigenous man to part lease the Kulaluk SPL to develop a prawn farm, and an agreement with Fisheries to trial growing of mud crabs within the inter tidal zone of the lease in partnership with Tropical Aquaculture Australia. Neither venture was successful. The first was a matter of inadequate pond size and poor management. The second also suffered from a lack of room to expand as well as poor funding delivery, the declaration of a Mangrove Conservation Zone over the inter tidal area of the part lease soon after commencement of the businesses, and the requirement by Government funding bodies that local residents from Minmarama and Kulaluk were to be employed on CDEP (working for the dole).

Most residents indicate a variety of shopping is undertaken within the Nightcliff locale, particularly from the Woolworths shopping complex, with some residents indicating Casuarina Shopping Centre and Bunnings as additional destinations. None of the residents have taken the opportunity the weekly Nightcliff Markets might offer for a small business opportunity and none of the respondents new anyone from Kulaluk that had a legitimate business. One resident new an Aboriginal person who had his own business. Shifting patterns of benefit

payments whether it be 'work for the dole' programmes or other welfare arrangements have served to confuse recipients, often leaving them discouraged. This coupled with poor housing options, and the ever-present issue of substance misuse, has resulted in a high degree of collective apathy and mistrust within the community about interaction with the wider mainstream culture. The combined efforts of both vocal and visible leadership efforts over an extended period of time, by the community matriarch, is reflected in the acknowledgement by the community of her leadership.

Vision

Given their perception of the historically unsatisfactory relationships with various NTG and Commonwealth service agencies it is not surprising that there is a strong desire to disconnect from the control of "government" and to go it alone. The current community management does not see Yilli Housing as the solution to their housing problems. The current leadership of the Kulaluk community, sees their future lies in achieving their goals of financial and social sustainability by leveraging the strength of their lease holdings to underpin an income stream for the community and thus reduce its dependency on welfare. This long term strategic business plan appears to be soundly based provided applications for lease variations are granted.

Gwalwa Daraniki Association has Commercial In Confidence plans that they are happy to communicate with the team but not to release for this project.

Given the recent period of its futures' uncertainty is passing, a myriad of challenges now face the Gwalwa Daraniki Association as it puts in place administrative and governance frameworks in order to secure external stakeholder financial interest. Furthermore, balancing the short-term goal of major investment to increase housing stock, improving housing quality and community amenity with creating sustainable long term employment, cultural and lifestyle opportunities both within the community and beyond its boundaries is going to require the community to understand the vision of the current leadership and support changes by being active contributors.

The primary vision at Kulaluk is for new houses to reduce the overcrowding, but more importantly to relocate people who are currently living in houses that appear to detrimental to their health and well-being. The available space is limited and will need to consider the tidal surges that may occur in a major storm event. Many of the residents asked for elevated homes so this might help deal with issues of temporary inundation. In the current community living space there is room for about 10 houses/dwellings but most of the available space is not serviced. The area under consideration by the community used to be a salt water swamp filled at high tide or during previous flood events. A rise in sea level may see this area become water logged and unsuitable for housing development.

Land Tenure, Leasing and Legislation

Owner	Gwalwa Daraniki Association Inc.
Location	213 Dick Ward Drive, Ludmilla, Darwin
Land	Lot 5182 Town of Darwin and Lot 8630 Town of Nightcliff; CUFT Vol 812 Fol 452
Type of Tenure	Crown Lease in Perpetuity 671
Commencement date SPL/CL	27 August 1987
SPL/CL Purpose	Consistent with the zoning of the land
Planning scheme zone	MZ (Multi Zone) including areas of CN (Conservation), RD (Restricted Development), CL (Community Living), SD37 (Specific Use 37), SD44 (Specific Use 44), PS (Public Open Space)

Summary of Land Dealing Documents

1. Crown Lease in Perpetuity 671

Search certificate lists the following dealings:

- Notice of commencement of proceedings by the Caveator (871757) (Date Registered: 5 October 2016, Dealing No.: 876452)
- Lapsing Caveat ECPH Pty Ltd - Part - expiring 06 October 2016 (Date Registered: 6 July 2016, Dealing No.: 871757)
- Overriding Statutory Charge City of Darwin - pursuant to Section 170 of the Local Government Act (Date Registered: 13 November 2015, Dealing No.: 859560)
- Caveat Citiland Corporation Pty Ltd (Date Registered: 1 September 2015, Dealing No.: 855536)
- Caveat Gwelo Investments Pty Ltd (Date Registered: 9 March 2009, Dealing No.: 694568)
- Right of Way Easement granted to the proprietor(s) of lot(s) 4940 (Date Registered: 11 July 2008, Dealing No.: 677102)
- Right of Way Easement granted to the proprietor(s) of lot(s) 4940 (Date Registered: 11 July 2008, Dealing No.: 677100)
- Sewerage Easement granted to the proprietor(s) of lot(s) 4940 (Date Registered: 11 July 2008, Dealing No.: 677101)
- Electricity supply Easement to Power and Water Corporation (Date Registered: 10 December 2008, Dealing No.: 661730)
- Statutory Notice - Prescribed Property (Date Registered: 16 September 1996, Dealing No.: 360053)
- Under-lease to McDonalds Properties (Australia) P/I - part - expiring 6 July 2094 (345691) (Date Registered: 17 January 1996, Dealing No.: 345692)
- Sub-lease to Vysrose Pty. Ltd. - part - expiring 7 July 2094 (Date Registered: 17 January 1996, Dealing No.: 345691)
- Electricity supply easement to Power and Water Authority (Date Registered: 23 March 1990, Dealing No.: 229354)

The following reservations are listed:

- a. Reservation of right of entry and inspection
- b. Reservation of all minerals, mineral substances and ores in or under the land including gems, stones, sands, valuable earths and fossil fuels
- c. Reservation of power of resumption

Provisions include purpose of lease, annual rent, forfeiture liabilities, compliance with covenants and conditions, right to surrender lease, improvement rights and compensation.

Lessee covenants include duty to pay rent, rates and taxes for leased land; use land for intended purposes specified in the lease; maintain and repair improvements; right of entry and obligations; maintain land tidy and clean, and compliance with applicable legislation and approved plans and specifications.

2. Non Lapsing Caveat (Date Lodged: 9 March 2009, Registration Date: 9 March 2009, Dealing No. 694568)

Documents the caveator's claim (Gwelo Investments Pty Ltd) in Lot 5182 Town of Darwin from plan(s) S 77/093B and Lot 8630 Town of Nightcliff from plan(s) S 77/093A (Volume 727, Folio 022) and forbids the registration of any dealing affecting that estate or interest to the extent of the prohibition and during the specified period. The estate or interest claimed is an absolute (extent of prohibition) equitable interest in the land in respect to that part of the land hatched in black on the attached plan (comprising proposed lease areas A, B and C) as the grantee of exclusive rights pursuant to an agreement between Gwelo Investments Pty Ltd. (Caveator) and Gwalwa Daraniki Association Inc. (Owners/Registered Proprietor).

Includes attachment letter from the Delegate Register-General, Northern Territory Department of Justice notifying parties of the lodgement of the caveat.

3. General Consent (Seal Date: 3 March 2009, Dealing No. 694568) (Attachment to Item 2 above)

General consent for the registration of the non-lapsing Caveat, dated 9 March 2009, for Lot 5182 Town of Darwin from plan(s) S 77/093B and Lot 8630 Town of Nightcliff from plan(s) S 77/093A (Volume 727, Folio 022) from Gwalwa Daraniki Association Inc.

4. Non Lapsing Caveat (Date Lodged: 1 September 2015, Registration Date: 1 September 2015, Dealing No. 855536)

Documents the caveator's claim (Citiland Corporation Pty Ltd) in Lot 5182 Town of Darwin from plan(s) S 77/093B and Lot 8630 Town of Nightcliff from plan(s) S 77/093A (Volume 727, Folio 022) and forbids the registration of any dealing affecting that estate or interest to the extent of the prohibition and during the specified period. The estate or interest claimed is an absolute (extent of prohibition) equitable interest as sublessee over that part of the land marked as Lot 1, 2, 3, 4 and 5 over Lot 5182 and hatched in the annexed plans as the sublessee under an unregistered sublease between the Caveator (Citiland Corporation Pty Ltd) and Owner (Gwalwa Daraniki Association Inc.) dated 20 October 2014.

Includes attachment letter from the Delegate Register-General, Northern Territory Department of Justice notifying parties of the lodgement of the caveat (No. 855536).

5. General Consent (Seal Date: 27 August 2015, Dealing No. 855536) (Attachment to Item 4 above)

General consent for the registration of the non-lapsing Caveat, dated 24 August 2015, for Lot 5182 Town of Darwin from plan S77/093B, from Gwalwa Daraniki Association.

6. Application to Register Statutory Charge (Date Lodged: 13 November 2015, Date Registered: 13 November 2015, Dealing No. 859560)

Registration for statutory charge for Lot 5182 Town of Darwin from plans S77/093B and Lot 8630 Town of Nightcliff from plans S77/093A (Volume 727, Folio 022). The City of Darwin (Applicant) is entitled to an Overriding Statutory Charge pursuant to Section 170 of the Local Government Act

Includes attachment letter from the Delegate Register-General, Northern Territory Department of the Attorney-General and Justice notifying parties of the lodgement of the caveat (No. 855536).

7. Lapsing Caveat (Date Lodged: 6 July 2016, Registration Date: 6 July 2016, Dealing No. 871757)

Documents the caveator's claim (ECPH Pty Ltd) in Lot 5182 Town of Darwin from plan(s) S 77/093B and Lot 8630 Town of Nightcliff from plan(s) S 77/093A (Volume 727, Folio 022) and forbids the registration of any dealing affecting that estate or interest to the extent of the prohibition and during the specified period. The estate or interest claimed is an

absolute (extent of prohibition) interest as sublessee in the land over that part of the land as shown in the attached plan and hatched in red as the sublessee under an instrument of agreement dated 1 March 2016 between the Caveator (Gwalwa Daraniki Association Inc.) and Owner (Gwalwa Daraniki Association Inc.) and other parties (Gwelo Investments Pty Limited, Citiland Corporation Pty Ltd, McDonalds Properties (Australia) and Citiland Corporation Pty Ltd – Formerly Vyrose Pty Ltd.)

Includes attachment letter from the Delegate Register-General, Northern Territory Department of the Attorney-General and Justice notifying parties of the lodgement of the caveat (No. 871757).

8. Notice of Commencement of Proceedings by Caveator (Date Lodged: 5 October 2016, Registration Date: 5 October 2016, Dealing No. 876452)

Provides notification to the Registrar-General that the Caveator (ECPH Pty Ltd) does not want the caveat (Caveat No. 871757) to lapse and proceedings have started to establish the interest claimed under the contract. The Caveatee is Gwalwa Daraniki Association Inc. and the proceedings are for a writ filed in the Supreme Court of Northern Territory of Australia claiming relief of specific performance of agreement to sublease in relation to the land subject of the caveat.

Includes a copy of the Writ (No. 96 of 2016, 21646274) filed in the Supreme Court of Northern Territory of Australia on 4 October 2016 by Plaintiff (ECPH Pty Ltd, as Trustee for EP Unit Trust) against Defendant (Gwalwa Daraniki Association Inc.).

9. Memorandum for Purposes of Statutory Restrictions Notice (Date Lodged: 16 September 1996, Date Registered: 16 September 1996, Dealing No. 360053)

Provides notice of statutory authority restriction per s 26A (Prescribed Property) *Associations Incorporation Act* for Lot 5182 Town of Darwin from plan(s) S 77/093B and Lot 8630 Town of Nightcliff from plan(s) S 77/093A (Volume 454, Folio 100).

10. Memorandum of Grant of Electricity Easement (Seal Date: 19 March 1990, Date Lodged: 20 March 1990, Dealing No. 229354)

Documents the grant of an electricity easement on Lots 5182 Town of Darwin and Lot 8630 Town of Nightcliff (Book of Leases Register Book, Volume 200, Folio 13) from the Gwalwa Daraniki Association Inc. to the Power and Water Authority under Section 36D Crown Lands Act. The electricity easement grants a full free and unrestricted right and liberty for the Power and Water Authority and its agents, contractors, servants and workmen to break the surface of dig open up and use the portion of the land specified in the annexed plan (easement coloured in blue) for the purpose of laying down, erecting, fixing, taking up, removing, repairing, relaying, examining electrical works and/or using and maintaining electrical works for the electrical energy distribution.

11. Creation of Easement in Gross (Lodgement Date: 7 December 2007; Registered on 10 December 2007, Dealing No. 661730) (Attachment to Item 10 above)

Grants an electricity easement for Lots 5182 Town of Darwin and Lot 8630 Town of Nightcliff (Volume 454, Folio 100) from Gwalwa Daraniki Association Inc. (Owner) to the Power and Water Corporation for the electricity supply easement as marked on Drawing No. 07143/01.

Includes a notification letter of consent for the registration of the electricity supply easement from the Northern Territory Government Department of Planning and Infrastructure, dated 17 October 2007.

12. Creation of Easement of Sewerage Easement (Lodgement Date: 11 July 2008; Registration Date: 11 July 2008, Dealing No. 677101)

Grants a sewerage easement, as described in the attached conditions of easement shown in blue and hatched on the annexed plan S94/204. The land burdened by the easement is Lot 5182 Town of Darwin from plan(s) S 77/093B and Lot 8630 Town of Nightcliff from plan(s) S 77/093A (CUFT Volume 790, Folio 207) and Gwalwa Daraniki Association Incorporated is the owner burdened by the easement. The land receiving the benefit of the easement is Lot 4940 Town of Darwin from plan(s) B000555 (CUFT Volume 687, Folio 282) and the Latterly Pty Ltd is the land owner receiving the easement benefit.

Conditions of the easement include:

- Grantor and/or Citiland, at its own cost and expense, increase the facility capacity, alter or configure facilities as they deem appropriate
- Use and allow others to use the facilities under specified conditions
- Grantee will keep repair and maintain sewerage pumping station and rising forming part of the facilities under certain conditions
- Citiland will keep repair and maintain the sewerage pipes on the easement at all times in good and substantial repair subject to obligation of grantee and other users
- Cost repair contributions and maintenance agreements or determined by a suitably qualified expert
- Conditions of appointing an experts, cost sharing and expert decisions binding
- McDonald's shall not be required to meet any cost of repairs and maintenance relating to blockage of sewerage pipes of certain parts of the Facilities and at certain connection points

Includes a notification Letter from the Northern Territory Government Department of Planning and Infrastructure, dated 9 May 2008 consenting to the registration of the easements against Crown Lease in Perpetuity No. 671.

**13. General Consent (Execution Date: 10 June 2008, Dealing No. 677101)
(Attachment to Item 12 above)**

General consent for the creation of a sewage easement, dated 11 April 2008, for Lot 5182 Town of Darwin from plan S77/093B (CUFT Volume 454, Folio 100), From the Northern Territory of Australia to Gwalwa Daraniki Association Inc.

**14. General Consent (Execution Date: 7 July 2008, Dealing No. 677101)
(Attachment to Item 12 above)**

General consent for the creation of a sewage easement for Lot 5182 Town of Darwin from plan S77/093B (CUFT Volume 454, Folio 100), From the Citiland Corporation Pty Ltd under Caveat No. 347476 to Gwalwa Daraniki Association Inc.

**15. Creation of Right of Way Easement (Lodgement Date: 11 July 2008;
Registration Date: 11 July 2008, Dealing No. 677102)**

Grants a right of way easement, as described in the attached conditions of easement over the area shown in green and hatched on the plan S94/204 annexed hereto and marked with the letter A. The land burdened by the easement is Lot 5182 Town of Darwin from plan(s) S 77/093B and Lot 8630 Town of Nightcliff from plan(s) S 77/093A (CUFT Volume 720, Folio 207) and Gwalwa Daraniki Association Incorporated is the owner burdened by the easement. The land receiving the benefit of the easement is Lot 4940 Town of Darwin from plan(s) B000555 (CUFT Volume 687, Folio 282) and the Latterly Pty Ltd is the land owner receiving the easement benefit.

Conditions of the easement include:

- Grantee will keep repair and maintain the easement area in good and substantial repair and to Northern Territory of Australia standards during the currency of the easement
- Grantee can upgrade the road in the easement area with prior written consent of the Grantor and Citiland and provision of work and schedule details
- Development easement area conditions, including road access, usage, location, cost-sharing and use of altered easement area, grant of right of way area over Bagot Slip Lane and Grantor application for a separate allotment number for easement area subject to certain conditions

Includes a notification Letter from the Northern Territory Government Department of Planning and Infrastructure, dated 9 May 2008 consenting to the registration of the easements on Lot 5182:

- a. Fitzer Drive Right of Way
- b. Bagot Road Right of Way
- c. Sewage Easement

**16. General Consent (Execution Date: 7 July 2008, Dealing No. 677102)
(Attachment to Item 15 above)**

General consent to the registration of the creation of Bagot Road Right of Way easement for Lot 5182 Town of Darwin from plan S77/093B (CUFT Volume 454, Folio 100), from the Citiland Corporation Pty Ltd under Caveat No. 347476 to Gwalwa Daraniki Association Inc. and Latterly Pty Ltd.

**17. Creation of Right of Way Easement (Lodgement Date: 11 July 2008;
Registration Date: 11 July 2008, Dealing No. 677100)**

Grants a right of way easement, as described in the attached conditions of easement over the area shown in red and hatched on annexed plan S94/204. The land burdened by the easement is Lot 5182 Town of Darwin from plan(s) S 77/093B and Lot 8630 Town of Nightcliff from plan(s) S 77/093A (CUFT Volume 720, Folio 207) and Gwalwa Daraniki Association Incorporated is the owner burdened by the easement. The land receiving the benefit of the easement is Lot 4940 Town of Darwin from plan(s) B000555 (CUFT Volume 687, Folio 282) and the Latterly Pty Ltd is the land owner receiving the easement benefit.

Conditions of the easement include:

- Grantor and/or Citiland shall use and allow others to use the Easement Area (including but not limited to tenants, Sublessees or Underlessees of any part of the burdened land) subject to certain conditions. These conditions include obtaining prior written consent for upgrades and road relocation restrictions)
- The Grantee will keep repair and maintain the Easement Area at all times in good and substantial repair subject to obligations of McDonalds and Citiland cost contributions
- Grantor may apply for and obtain a separate allotment number for the Easement Area or an area which includes the Easement Area subject to easement registration and unaffected rights and obligations by the creation of new separate allotments

Includes a notification Letter from the Northern Territory Government Department of Planning and Infrastructure, dated 9 May 2008 consenting to the registration of the easements on Lot 5182:

- a. Fitzer Drive Right of Way
- b. Bagot Road Right of Way
- c. Sewage Easement

**18. General Consent (Execution Date: 10 June 2008, Dealing No. 677100)
(Attachment to Item 17 above)**

General consent to the registration of the creation of Fitzer Drive Right of Way Easement, dated 11 April 2008, for Lot 5182 Town of Darwin from plan S77/093B (CUFT Volume 454, Folio 100), from the Northern Territory of Australia under Drainage Easement (Northern Territory of Australia) to Gwalwa Daraniki Association Inc. and Latterly Pty Ltd.

Land Title Act Registrar-General's Directions Northern Territory of Australia General Consent (Execution Date: 7 July 2008, Dealing No. 677100) (Attachment to Item 17 above)

19. General consent to the registration of the creation of Fitzer Drive Right of Way easement for Lot 5182 Town of Darwin from plan S77/093B (CUFT Volume 454, Folio 100), from the Citiland Corporation Pty Ltd (formerly Vysrose Pty Ltd) under Caveat No. 347476 to Gwalwa Daraniki Association Inc. and Latterly Pty Ltd.

Includes a notification Letter from the Northern Territory Government Department of Planning and Infrastructure, dated 9 May 2008 consenting to the registration of the easements on Lot 5182:

- a. Fitzer Drive Right of Way
 - b. Bagot Road Right of Way
 - c. Sewage Easement
-

20. Memorandum of Sublease (Common Seal Date: 8 July 1994, Date Lodged: 9 October 1996, Registration Date: 17 January 1996, Dealing No.: 345691)

Sublease for Lot 5182 Town of Darwin from plan(s) S 77/093B and Lot 8630 Town of Nightcliff from plan(s) S 77/093A (Head Lease, Crown Lease Perpetual No. 671, Register Book of Crown Leases Volume 200, Folio 13) from Gwalwa Daranki Association Inc. (Lessor) to Vysrose Pty Ltd (Lessee) for a term of 99 years (8 July 1994 to 7 July 2094) for an annual rent of \$10,000.00 (made in four quarterly payments of \$2,500.00). The head lease and sublease are subject to encumbrances, liens and interests in the Memorandum of Encumbrances. The Memorandum of Encumbrances includes any easement rights, powers or privileges for drainage, electricity supply, pedestrian access, sewerage, water supply required by the Northern Territory of Australia.

Lessee's covenants include:

- a. To pay all rent, rates, charges, costs, interest on overdue moneys, and taxes for the premises and any building located on the premises, which may be recovered from Underlessee or Licensee
- b. Not to assign transfer, demise, sublet or dispose of Lessee's rights or interests without written consent of the Lessor, which shall not be unreasonably withheld
- c. Not to use the premises for any purpose other than for a dine-in and takeaway restaurant with a drive-through facility
- d. To keep and maintain the premises, all buildings, structures, improvements, drains, pipes, sanitary and water apparatus, alterations or additions in good and tenantable repair
- e. To keep premises in a thoroughly clean tidy and sanitary state
- f. Permit Lessor, his agents, contractors and/or workmen to enter the premises at all reasonable times and with reasonable notice to view the condition of the premises
- g. To comply with and observe all statutes, ordinances, regulations, notices, orders and by-laws at the Lessee's expense
- h. To comply with all the Lessee's covenants contained in the Head Lease
- i. Not to act, omit, permit or damage the premises to cause the Lessor to become liable for payment of any penalty damages, costs, charges or expenses (including damage to property, death or injury) and to keep the Lessor indemnified against all such liabilities
- j. To indemnify the Lessor against water damage
- k. To obtain the Northern Territory of Australia's (NT) consent, where required; and permit the NT to exercise applicable and lawful rights and obligations
- l. The Lessor covenants the following:
- m. To assign to the Lessee any right or entitlement to compensation for improvements from the Northern Territory
- n. To peaceably hold and enjoy the premises during the sublease term without any interruption from the Lessor or any person lawfully claiming under or in trust for it
- o. To do all acts necessary to keep the Head Lease active and in force at all times during the term and to indemnify the Lessee and hold it harmless against any and all loss or damage it may suffer from termination or surrender of the Head Lease (Subject to clause A14)
- p. To permit Lessee to remove any fixtures or fitting, installed by the Lessee, at any time prior to the expiration of the term or any extension or renewal subject to minimising and repairing damage to the satisfaction of the Lessor or its Architects and payment of fees by the Lessee
- q. To provide premise access to the Lessee, his agents, servants, customers, invitees and other authorised person during business hours

Lessee and Lessor mutual covenants include:

- a. Entitlement to institute proceedings for rental and interest in arrears (14 days after) and damages when in default, in breach of covenants and failure to remedy a breach within a reasonable period after service if written notice upon the Lessee

- b. Lessor shall not have any right to terminate Sublease or to re-enter the premises in the event of default
- c. To negate and exclude, to the fullest extent possible, any amendments, repeals, replacement or substituted Acts and/or provisions of s 124 and 125 *Real Property Act*
- d. Upon expiration of the term, extension or renewal, a monthly tenancy is applicable with the same rental rate applied under the term and may expire the monthly tenancy with one month's written notice
- e. To review rent annually and nine years (from the date of the commencement term)
- f. To provide Lessee with a written offer of first right of refusal if Lessor wishes to lease the premises to any person other than Lessee at any time during the period of one year after from the expiration of the term
- g. Lessee shall maintain, and pay premiums, a public risk (occupiers liability) insurance policy (not less than \$5,000,000.00) for the premises during the sublease term

21. Memorandum of Underlease (Date Lodged: 9 January 1996, Registered on: 1 January 1996, Dealing No.: 345692)

Vysrose Pty Ltd and Gwalwa Daraniki Association Inc. (Under Lessors) grant an Underlease (under Sublease No. 34591) to McDonalds Properties (Australia) Pty Ltd (Under Lessor) in Lot 5182 Town of Darwin from plan(s) S 77/093B from 8 July 1994 to 6 July 2094 for a lump sum of \$240,000.00 for the first ten years and an annual rent of \$20,000 thereafter. The Underlease is subject to encumbrances, liens and interests specified in the attached Memorandum of Encumbrances. The Memorandum of Encumbrances includes any easement rights, powers or privileges for drainage, electricity supply, pedestrian access, sewerage, water supply required by the Northern Territory of Australia.

The Under-Lessee's covenants are the same as the Lessee's covenants in the Sublease (see item 20 above and substitute references to sublease with Under Lease, and Lessee with Under-Lessee), with the exception of additional covenants identified below:

- a. To keep the premises open for carrying on business of the Under-Lessee during usual business hours and use its best endeavours to develop, extend and improve the business and not to damage, injure the connections or goodwill of the business
- b. To promptly repair or replace all broken, cracked or damaged glass in or about the premises and its own expense.

The Under-Lessor's covenants are the same as the Lessor's covenants in the Sublease (see item 20 above and substitute references to sublease with Under Lease and Lessor with Under-Lessor), with the exception of additional covenants identified below:

- a. To provide written notice to the Under-Lessee, upon expiration or termination of the Under-Lease, that it requires removal of the Under-Lessee's fixtures, fittings or improvements and Under-Lessee shall remove items within 28 days of receipt of the written notice
- b. To remove, sell, dump, give away or otherwise dispose of all good, fixtures, fittings or improvement left on the premises upon Under-Lessor's possession of the premises without any liability to the Under-Lessee and at the expense of the Under-Lessee

The Under-Lessor and Under-Lessee's mutual covenants include:

- a. Under-Lessor may terminate the Under-Lease, without prejudice to any other remedy, right or power, if rent is arrears for 14 days and has not been remedied within 28 days after service of written notice to Under-Lessee
- b. To negate and exclude, to the fullest extent possible, any amendments, repeals, replacement or substituted Acts and/or provisions of s 124 and 125 *Real Property Act*
- c. No waiver by Under-Lessor of any breach or non-observance by the Under-Lessee of any covenants, conditions or agreements, and not construed as a general waiver
- d. To provide 28 days for any Notice to Quit for the premises given by the Under-Lessor to the Under-Lessee
- e. Under-Lessor is entitled terminate the Under-Lease and to take action against the Under-Lessee for damages for conduct, default and non-compliance with the Under-Lease

- f. Under-Lessor has a right to remedy at any time without notice any default by the Under-Lessee under the Under-Lease and costs and expenses incurred by the Under-Lessor shall be paid by the Under-Lessor as liquidated debt
- g. Upon expiration of the term, extension or renewal, a monthly tenancy is applicable with the same rental rate applied under the term and may expire the monthly tenancy with one month's written notice
- h. Under-Lessor may require, as one of the conditions of giving its consent and securing its interests for assignment or transfer of the Under-Lease, that the assignee or transferee appoint the Under-Lessor, its successors or assigns, substitutes to be the attorney or the Under-Lessee (at the expense of the Under-Lessee) to remedy any breach or non-compliance by the Under-Lessee
- i. To review rent 11 years from the date of the commencement term and every subsequent year of the term thereafter
- j. Under-Lessee shall maintain, and pay premiums, a public risk (occupiers liability) insurance policy (not less than \$5,000,000.00) for the premises during the sublease term
- k. A policy of insurance against loss or damage by fire, storm or tempest, earthquake or malicious damage or accidental breakage of glass and other usual risks for buildings or other improvements on the premises must held in the name of the Under-Lessor and Under-Lessee, which will be paid by the Under-Lessee
- l. To allow Under-Lessor to make rules and regulations needed for safety, care and cleanliness that are not inconsistent with rights of the Under-Lessee under the Under-Lease and failure of Under-Lessee to observe rules and regulations shall constitute a breach of terms
- m. Observe limited times for performance
- n. All notices, approvals, consent, demands or other communications shall be required or permitted under the Under-Lease shall be in writing and personally served or by prepaid certified post

Level of Understanding

Owner – rights and responsibilities

There is a general level of understanding by the SPL/CL holders, but during consultations it was found that in many cases there was inactivity by the SPL/CL holder and/or there was limited capacity of the SPL/CL holder to drive change. This was found to be the main impediment to community development rather than any lack of understanding of rights and responsibilities as a SPL/CL holder.

Residents – understanding of lease arrangement

The level of understanding of residents was disparate – ranging from some having a sound understanding of the leasing arrangements and their rights/responsibilities, to others with a complete lack of understanding (for example, thinking they owned they house they lived in or considered that service providers were landlords with a right to deal with their tenancy of the house).

Compliance with lease conditions and legislation

There is no compliance monitoring undertaken in respect of Town Camp CLs, so compliance with conditions are unknown.

Impediments in lease conditions and suggested amendments

Purpose of CL is limited to 'Purposes consistent with the zoning of the land'. No amendments required.

Relevant legislation for land dealings;

Associations Act (NT)

Dealings with prescribed property require Ministerial consent. Recommend a streamlined/fast-track process for consent to ensure minimal delays to land dealings.

Legislative impediments; and

Crown Lands Act (NT)

Suggested amendments

Sections 42 & 44 – Any subdivision would need to comply with the requirements set out in these sections. Recommend review of these sections to ensure references to *Planning Act* are correct and there is no ambiguity as to the operation of each section.

Section 46 – dealings with the land require the Minister’s consent, which must be applied for in writing to the Minister. Recommend a streamlined/fast-track process for consent to ensure minimal delays to land dealings.

Planning Act (NT)

Any proposed development on the land must comply with the *Planning Act, Regulations* and NT Planning Scheme.

The zoning rules for Conservation are:

- The primary purpose of Zone CN is to conserve and protect the flora, fauna and character of natural areas.
- Development is to be sensitive to the natural features and habitats of the zone and be so sited and operated as to have minimal impact on the environment.

The zoning rules for Restricted Development are:

- The purpose of Zone RD is to restrict development near an airport.
- The intention is to:
 - ensure development does not prejudice the safety and efficiency of an airport;
 - limit the number of people who reside or work in the area; and
 - retain the non-urban character of the land.

The zoning rules for Community Living zone are:

- The primary purpose of Zone CL is to provide for community living.
- Residential accommodation may be temporary or permanent.
- There may be non-residential facilities for the social, cultural and recreational needs of residents.

The zoning rules for Special Use 37 are:

- The purpose of this zone is to provide for development that:
 - preserves the amenity of adjoining residential areas;
 - minimises the negative impacts of being exposed to aircraft noise; and
 - preserves the safety and maintains the curfew free operation of the Darwin International Airport.
- SD37 is divided into areas marked A & B with different rules provided for each area – see Schedule 1 of the NT Planning Scheme for full details.

The zoning rules for Special Use 44 are:

- The purpose of this zone is to provide for light industrial development that addresses:
 - the effects of primary storm surge; and
 - preserves the safety and maintains the curfew free operation of the Darwin International Airport.
- SD44 provides other specific planning requirements in respect of uses and development – see Schedule 1 of the NT Planning Scheme for full details.

The zoning rules for Public Open Space are:

- The primary purpose of Zone PS is to provide public areas for recreational activity.
- Development should be limited to that which is for public use and enjoyment consistent with the recreational opportunities of the land and which has minimal adverse impact (if any) on adjoining or nearby property.

An application for the re-zoning of the land may be required where any potential development on the land is not consistent with these zone purposes.

Stronger Futures in the Northern Territory Act 2012 (Cth)

Section 34 – gives the Commonwealth broad powers to amend NT legislation relevant to Town Camps land, land dealings planning and infrastructure. Ideally, this section would be removed, however as this is Commonwealth legislation any changes are not at the NT Government’s discretion.

Native Title Act 1993 (Cth)

Native Title has been found to not exist over this parcel of land.

Residential Tenancies Act (NT)

Whilst not relevant to the current land dealings, if any form of long term residential leasing is considered akin to ‘home ownership’ then that form of leasing may require exemption from the *Residential Tenancies Act* (NT) if the legislative provisions are found to be at odds with the proposed long term leasing model (i.e. landlord’s obligation to repair, payment of rates and taxes, payment in advance and payment of a premium).

Relevant legislation for lease holder

Associations Act (NT)

Level of support provided to lease holder and suggested amendments

No specific support for Aboriginal associations is provided by the Department of Business/Licensing NT and very limited support is provided in general to incorporated associations.

Recommend transfer to incorporation under the Corporations (Aboriginal and Torres Strait Islander) Act 2006 (Cth).

Municipal and essential infrastructure

Summary

The Kulaluk community is located north of Darwin CBD. The community consists of 19 residential dwellings, which are serviced by a formal sealed lane road, sewer, water and electricity.

The status of the municipal infrastructure and services, being the sewerage, water supply, roads and road furniture, stormwater drainage, community structures, electrical supply and communication services were assessed in late 2016. No intrusive excavations or potholing of buried services were undertaken within the community. The condition of the above ground/visible services were assessed against a standardised rating, categorised as being in very poor, poor, good, very good or excellent condition.

Currently the municipal infrastructure at Kulaluk is generally in good condition, except for the accessible sewerage infrastructure which was in very good condition. A summary of the recommended maintenance works required can be found in the following section.

A desktop study was undertaken to assess the capacity of the existing infrastructure and to determine whether it meets current relevant requirements and standards. This assessment was based on available drawings and the condition assessments from the site inspections.

The sewer network generally does not comply with relevant standards, however the capacity is sufficient. It is recommended that the network is upgraded to a DN150 PVC, to comply with relevant standards.

The water network does not comply with relevant standards as the diameter of the water main is too small. Furthermore, the capacity of the existing water main is insufficient. It is recommended that the network is upgraded to a DN150 PVC water main, to comply with relevant standards. Water usage is proposed to be measured with a bulk water meter located at the community boundary. Additionally, residential lot water meters should be installed on the connection to each dwelling which will assist with bill distribution to residents and identifying any leaks in the internal network.

It is recommended that the roads are upgraded to two lane roads with footpaths and stormwater drainage, including kerbs and gutters, side entry pits, underground pipes, and culverts where required.

The community structures in Kulaluk consisted of a playground and basketball court, both of which were in good condition and only require minor maintenance and tidying up.

The electrical network generally complies with relevant standards and practices for private infrastructure but not with PWC standards. The calculated maximum demand exceeds the total capacity of the substation on site however, Power and Water Corporation have determined that the actual load on the transformers is acceptable. It is recommended that the site infrastructure be upgraded to PWC standards and that new street lighting is installed.

Details of communications infrastructure are held by Telstra and were not provided for this report. The NBN rollout map confirms that NBN is available to residents via fixed telecommunications line on application to an appropriate NBN access provider.

Sewerage infrastructure condition



Water infrastructure condition



Road infrastructure condition



Stormwater drainage condition



Community structure condition



Electrical infrastructure condition



■ Very poor ■ Poor ■ Good ■ Very good ■ Excellent

As no new developments are currently planned for the community, there are no additional upgrades for any type of infrastructure required to cater for future demand.

These recommendations are based on the site inspections and available data at the time. Further investigations/studies may be required for the engineering design of the upgrades. A detailed report can be found in Appendix B.

Recommended works

The following works, including maintenance to the existing infrastructure and upgrades to comply with relevant standards, are recommended for Kulaluk community;

Sewerage

- Replace sewer network with DN150 PVC reticulation main, including house connections, manholes and connection to existing town sewer

Water supply

- DN150 PVC pipe for water main, approximately 1100 m
- New DN150 bulk meter at community boundary
- Installation of 19 residential lot meters
- Install new fire hydrants, approximately three

Roadworks

- Replace one 40 km/hr sign and post
- Clean one sign
- Repair edge break and shoulder
- Reseal three roads - approximately 1920 m²
- Fill and reseal – three potholes
- Repair cracks
- General tidy up of roads – approximately 560 m
- It is recommended that the road is upgraded to a two lane network with all appropriate road furniture, line marking, kerbs, footpaths, etc.

Stormwater drainage

- Remove debris from swale
- Remove debris from culverts and headwalls
- Install guard rails above the culverts for road safety
- It is recommended that underground stormwater drainage, including kerbs and gutters, and side entry pits are constructed to reduce flooding and ponding issues within the community.

Community structures

- Repaint areas of faded paint and graffiti on playground
- Repair tears in shade structure
- Remove rubbish and weeds around playground and basketball court
- Landscape maintenance

Electrical services

- Replace four 80W street lights
- Replace two switchboards inside the metering panel
- Install new street lighting - approximately 42 poles
- Since the load on the transformer exceeds 85% it is recommended that power monitoring be undertaken to allow PWC to determine, by assessment, whether the transformer needs to be upgraded or not.

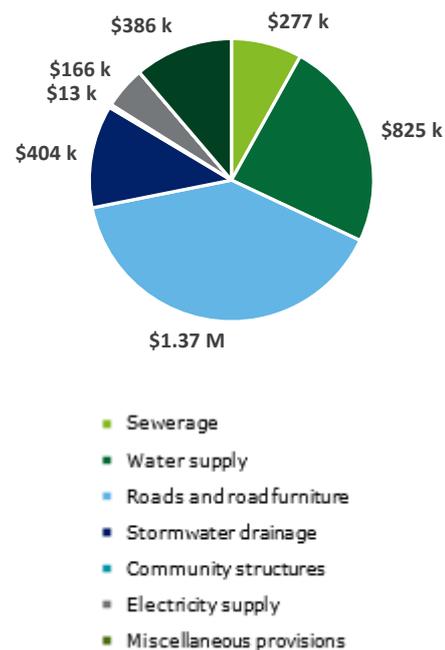
Communications

- No works are required because NBN is available to residents via fixed telecommunications line on application to an appropriate NBN access provider.

Cost estimates

The table below shows a summary of the cost estimates to undertake the maintenance required to fix the existing infrastructure, and to upgrade the existing network to meet current design standards. The estimates take into account a 30% contingency and are inclusive of GST.

Infrastructure	Maintenance of existing infrastructure	Upgrades to meet current design
Sewerage	\$ 0	\$ 277,000
Water supply	\$ 0	\$ 825,000
Roadworks	\$ 353,000	\$ 1,019,000
Stormwater drainage	\$ 16,000	\$ 388,000
Community structures	\$ 13,000	\$ 0
Electrical	\$ 37,000	\$ 129,000
Communications	\$ 0	\$ 0
Miscellaneous provisions	\$ 60,000	\$ 326,000
Total (including GST)	\$ 479,000	\$ 2,964,000
Grand total	\$ 3,443,000	



The cost estimates are a preliminary estimate only. Since Aurecon has no control over the cost of labour, materials, equipment or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Aurecon cannot guarantee actual costs will not vary from these estimates.

Housing

Introduction

Kulaluk was surveyed on the 7th and 8th of November 2016. All 19 funded dwellings⁹ identified by the client were identified on site. 14 houses were surveyed.

Current state of play

Housing summary and condition

The housing stock varied in age from 5 to over 20 years old. While 43% of the houses were considered a very good standard, 57% were considered average and below. This rating does not take into account the cleanliness of the residences and it doesn't mean they comply with the residential tenancy act. The 5 of the houses have been constructed in blockwork. The other houses are framed structures on a concrete slab with sheet metal roofing material.

Urgent and immediate issues

Refer to the individual housing reports in the appendices for evident WHS or OHS issues and urgent and immediate repair issues. When urgent and immediate issues were identified during an inspection, tenants were advised to raise the issues with the relevant service provider.

Hygiene and cleanliness of the residences were identified as a significant issue in the inspected houses. The conditions are unsanitary and are likely to manifest in any number of health problems.

Smoke alarms

Of the houses surveyed internally in Kulaluk, 4 were identified as having non-serviceable smoke alarms.

Flooding

Anecdotally none of the houses in Kulaluk are said to flood.

Visitors

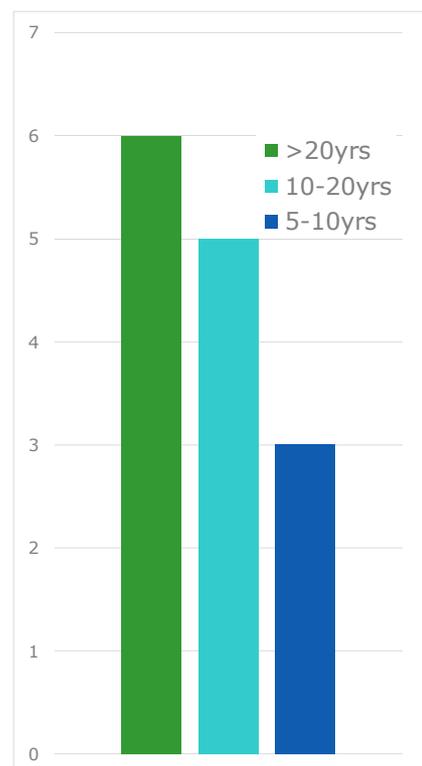
Of the dwellings to which we were permitted to access, 4 had a range of 1 to 5 visitors. The residence with 5 visitors was a 1-bedroom home with 1 permanent resident, resulting in 6 people per room and 6 people per toilet which would present significant strain on the amenities.

Overcrowding

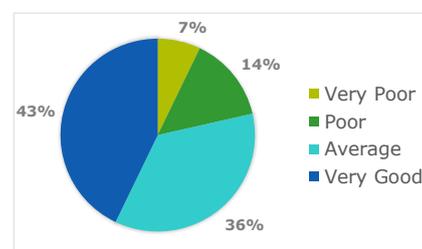
The surveys revealed that overcrowding is a result of transient populations and not the permanent residents that exist within the Town Camp.

Amenities

A snap shot of the community shows that on average there is 1.2 residents per bedroom and 2.1 per toilet. The Individual house analysis shows a maximum recorded occupancy of 3 people per room and maximum of 3 people per toilet. These would generally be considered suitable however during periods of high visitation these values would differ.



Kulaluk – Age of Housing



Kulaluk – Condition summary

⁹ A list of funded dwellings, provided by the client, has been included in the appendices.

Disabilities

Of the residents recorded, 3 were listed as having disabilities living in 3 separate houses. Only 1 of the houses was recorded as having a ramp and 1 also had grab rails.

Asbestos

As some of houses were reported to be over 20 years old the presence of asbestos is likely.

Security

Of the houses we gained access to, 4 of the houses did not have serviceable doors and 7 did not have serviceable windows. 7 of the houses at Kulaluk had fences that range from very poor to good condition.

Recommended Works

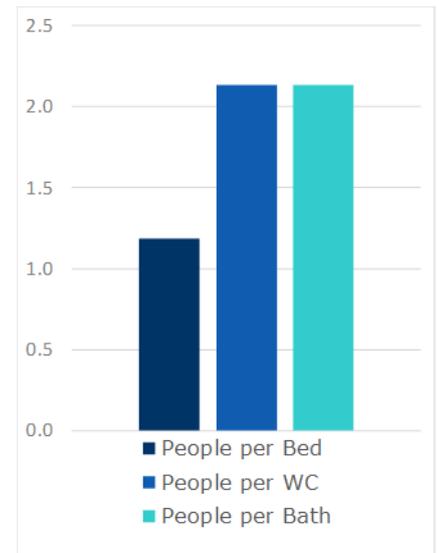
Although 79% of the houses in Kulaluk are of average and very good condition the cleanliness of the properties presents as a serious concern from a health and wellbeing perspective. 21% are considered very poor and poor and it is proposed that all existing housing stock be refurbished or renovated to meet the standards of the Residential Tenancy Act. Once the houses have been brought to standards a maintenance plan needs to be implemented to prevent the standards from dropping below an acceptable limit.

The estimated cost to upgrade the current housing assets in Kalaluk to meet the standards of the Residential Tenancy Act, is \$1,894,321. This includes margins, adjustments and GST. Refer to Appendix C for the complete costing report.

Asbestos recommendations

We highly recommend that a specific asbestos inspections be performed to ensure the safety of residents.

For future works or maintenance contractors should be made aware there is a likely presence of asbestos before commencing any works to residences that were constructed prior to it being banned for use in the building industry. Contractors should refer to the HOW TO MANAGE AND CONTROL ASBESTOS IN THE WORKPLACE Code of Practice published by Safe work Australia. It is recommended that the materials be identified and houses labelled with appropriate warnings, as occupants and trespassers of the dwellings have been engaged in destructive activities that have disturbed the materials such as pulling down ceiling linings and pulling up asbestos floor tiles.



Kulaluk - Amenities

Economic development

Social issues and themes voiced by residents	<ul style="list-style-type: none"> • Housing in poor condition including structural issues • Drinking and violence • Substance abuse • Overcrowding • Slow response to repairs and maintenance • Welfare dependent community
Economic Development Opportunities	<p>There are extensive economic opportunities. The central location of the Kulaluk Town Camp in Darwin means there are a wide variety of employment opportunities for Town Camps residents. Gwalwa Daraniki Association Incorporated subleases a parcel of land for the operation of a McDonald’s restaurant. However there are currently no Town Camp residents employed in this enterprise. There needs to be support and training to both Indigenous employees and non-Indigenous employers to ensure lasting transition into employment.</p> <p>There are potential opportunities for entry level employment to Kulaluk through employment at Woolworths and McDonald’s.</p> <p>Future development opportunities have been discussed with the Gwalwa Daraniki Association Incorporated.</p> <p>In order to develop more comprehensive employment opportunities we recommend that funding agreements and private development contracts should include enforceable training and Indigenous employment clauses with set parameters to impart lasting skills onto local residents.</p> <p>For detailed rationale and recommendations see the Economic Development section of the report.</p>
Economic Aspirations	<p>The community’s economic aspirations are primarily driven by the Gwalwa Daraniki Association Incorporated who are driven to leverage the strength of their lease holdings to underpin an income stream for the community and thus reduce dependency on welfare.</p>
Investment Opportunities	<p>Any private investment requires certain criteria to be filled before investment opportunities will realistically be pursued. This criteria includes:</p> <ul style="list-style-type: none"> • Certainty of ownership • Commercially viable income streams • Active market for any equity interests <p>When the above criteria is satisfied financial institutions and investors are in a position to provide financial and investment opportunities.</p> <p>The Kulaluk Town Camp does not fulfill this criteria, in principle due to the current leasing arrangements. The McDonald’s restaurant does show that it is possible to navigate the current leasing structure however the inherent difficulty in doing so it likely to deter future investment opportunity.</p>
Home Ownership Opportunities	<p>Currently, there are no pathways to home ownership for residents within Kulaluk. The land and leasing structure makes it challenging for even the most informed organisations to successfully secure subleasing let alone individual residents. Further there are a number of additional considerations that need to be made prior to any lease amendment. For specific considerations and recommendations regarding the leasing structure refer to the Land Tenure, Leasing and Legislation summary above.</p> <p>Aside from the leasing structure there are a range of economic constraints that further restrict a pathway to home ownership for residents. Within Town Camps there is limited financial contributions by residents and limited control over tenancies. This provides minimal incentive to invest or purchase a house and has resulted in there being no active market for Town Camps, which further dis-incentivises investment. For specific consideration of establishing a pathway to home ownership see the Economic Development section of the report.</p>

Governance

<p>Governance Structure</p>	<p>There is a strong local governance by the leaseholder Gwalwa Daraniki Association Incorporation who have strong visions for the lease. While the strong governance has assisted in developing commercial connections there are still quite a number of issues with the participation of residents and the quality of housing.</p> <p>Yilli Rreung Housing Aboriginal Corporation currently provides tenancy management and repairs and maintenance to the Town Camp.</p> <p>This governance structure is characterised by confusion and unnecessary complication that does not afford residents the ability to control their own space and the assets located within the Town Camp. It is recommended that the leasing structure be simplified by empowering Town Camps residents to take control of their own space through the formulation of a regional body representative of the Town Camps residents. This can enable the design and implementation of sustainable maintenance programs.</p> <p>It would then be appropriate for this regional body to use the funding to employ service providers that provide tenancy management, repairs, maintenance, municipal services and essential services. All of the governance and service providers need to have a clear connection to the local communities in order for them to be effective.</p> <p>It is recommended there is the creation of a Central NT Government Division which assists with advice and the distribution of government funding to the regional body. The Central Division would provide support, oversight and governance for the regional body.</p> <p>For detailed rationale and recommendations see the Governance section of the report.</p>
<p>Service Delivery Payment Arrangements</p>	<p>Yilli Rreung Housing Aboriginal Corporation acts as the property manager and enters into tenancy agreements with Town Camp residents. Yilli Rreung has no authority or legal basis to evict residents for breaches of the tenancy agreements.</p> <p>Yilli Rreung Housing Aboriginal Corporation issues rental statements to residents on a per house basis every 6 months, on request or when tenant is in arrears.¹⁰</p> <p>Payments of rent are made primarily through Centrelink deductions (approximately 80% of tenants pay via this method). In other cases rent can be collected via cash payments, EFT payments, basic card payments and direct deposit.</p> <p>Yilli Rreung Housing Aboriginal Corporation struggles to get contributions from the Kulaluk Town Camp. Rental arrears are substantially higher for Kulaluk than other Town Camps where Yilli Rreung acts as the service provider.</p>
<p>Essential Services Payment Arrangements</p>	<p>All houses serviced by Yilli Rreung Housing Aboriginal Corporation have power card meters that allow residents to pay directly for the power the use.¹¹ Water costs are included in the resident's fortnightly rental payments. The municipal and essential services grant covers the remainder of water and sewerage costs.¹²</p>

¹⁰ This information was provided in consultation with the Chief Executive Officer of Yilli Rreung Housing Aboriginal Corporation

¹¹ This information was provided in consultation with the Chief Executive Officer of Yilli Rreung Housing Aboriginal Corporation

¹² This information was provided in consultation with the Chief Executive Officer of Yilli Rreung Housing Aboriginal Corporation

Minmarama Park

Current State

March 2017

Legal and Legislative



Housing



Infrastructure



Economic Opportunity



Governance



Legend

- Excellent
- Very Good
- Good
- Poor
- Very poor



Details

Region	Darwin
Lease	Crown Lease in perpetuity 671
Purpose	Purposes consistent with zoning of the land

Governance Structure

- Leaseholder:** Gwalwa Daraniki Association Incorporated
- Tenancy :** Yilli Rreung Housing Aboriginal Corporation
- Maintenance:** Yilli Rreung Housing Aboriginal Corporation
- Service Delivery:** Yilli Rreung Housing Aboriginal Corporation

Current number of Houses



Number of residents per room



Recommendations

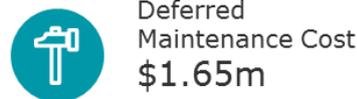
Legal and Legislative

Empower Town Camp residents by modifying the current lease type and purpose to enable wider uses of the land

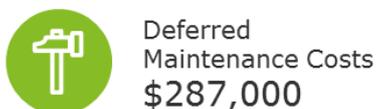
Housing



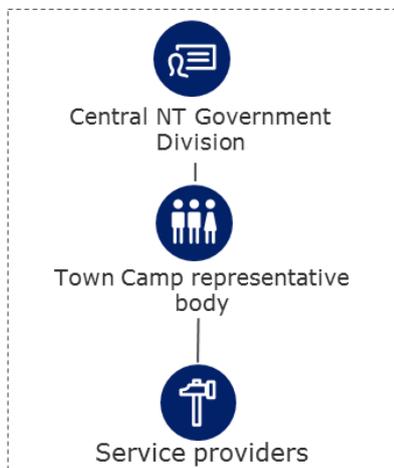
Number of replacement houses



Infrastructure



Governance



Economic development opportunities

- Town Camp Services
- Pooled Employment Services
- Individual Employment
- Indigenous Business

Costing estimates are a preliminary estimate only. Actual prices may be different to those used to prepare estimates. There is no guarantee that the works can or will be undertaken at the estimated price. Housing and Infrastructure colour indicators are based on the average condition of the assets assessed and does not take into account the cost to meet infrastructure design standards.

Minmarama Park

Executive summary

Land	Crown Lease in Perpetuity 671 owned by Gwalwa Daraniki Association Inc.
Service Provider	Yilli Rreung Housing Aboriginal Corporation
Findings	<ul style="list-style-type: none"> • There is strong involvement by the Gwalwa Daraniki Association in the development of the land and lease • There is no compliance monitoring undertaken in respect of Town Camp crown leases • Very little support is afforded to Aboriginal Associations incorporated under the Associations Act (NT) • Currently the municipal infrastructure at Minmarama Park is generally in either good or very good condition with the exception of the roads which are in an overall poor condition • The sewer network does not comply with relevant standards as the sewer main is undersized • The water network does not comply with relevant standards as sections of the looped network are undersized • The electrical network generally complies with relevant standards and practices for private infrastructure but not with PWC standards • Estimated deferred maintenance costs required for existing infrastructure is circa \$287,000 • Estimated costs of infrastructure upgrades required to meet current design standards is circa \$5.41 million • 12% of houses were considered below average and the cleanliness of the properties presents as serious concern from a health and wellbeing perspective • The estimated cost to upgrade the current housing assets in Minmarama Park to meet the standards of the Residential Tenancy Act, is \$1.64 million • The community’s economic aspirations are primarily driven by the Gwalwa Daraniki Association Incorporated who are aiming to leverage the strength of their lease holdings to underpin an income stream for the community and thus reduce dependency on welfare • There is a strong local governance structure through Gwalwa Daraniki Association, with Yilli Rreung Housing Aboriginal Corporation as the service provider. • There is currently no established pathway to homeownership
Recommendations	<ul style="list-style-type: none"> • The purpose of the lease be amended, to allow wider uses of the land • A summary of the recommended maintenance works required can be found in the works section below • Undertake a review of the Crown Lands Act (NT) to remove ambiguity and facilitate streamlined processes for ministerial consent • All existing housing stock should be refurbished or renovated to meet the standards of the Residential Tenancy Act • Tenancy and asset maintenance plans should be developed and implemented to improve asset durability and to decrease maintenance costs • To address limited governance, it is recommended that both a Central NT Government Division and Town Camp regional body be created. The regional body should be representative of the Town Camps residents and Incorporated under the Corporations (Aboriginal and Torres Strait Islander) Act 2006 (Cth)

-
- Stronger governance structures should lay the foundation for allocated responsibilities and support Town Camps to undertake a defined and coordinated pathways to economic development and home ownership
 - Funding and private development contracts should include enforceable training and Indigenous employment clauses with set parameters to impart lasting skills onto local residents
 - Invest in public housing in areas with the economic capacity to support to the development of residents in transition
-

Resident consultation and visioning statement

This is a summary of the outcome of the consultation process with local residents about the place, space and interface, including the resident's vision for the Town Camp. This is a direct community narrative, completed in the Town Camps visioning process which does not necessarily reflect the technical and governance data captured in this report.

Place

There are two distinct community groups within the Kulaluk Special Purpose Lease; those who live within the original camp site situated on a portion of land approximately 1.7 hectares in size comprising a waterhole of special significance, located south east of what was then the Paspalis' drive-in theatre, and those who live at Minmarama Park located within the major portion of the Kulaluk Lease closer to Bagot Community.

Originally the site of the Darwin City Council operated land fill dump during the early 1970's, subsequent questions of rehabilitation of the old dump were asked during the 1975 Kulaluk land claim hearings by the Interim Aboriginal Land Commissioner Judge Dick Ward. The location of the current Minmarama Park site was initially earmarked as the site for redevelopment of several sporting fields. These plans were abandoned, replaced with the intention to redevelop to a 'transients' camp upon remediation of the site in the mid 1980's. At the time it was used by various groups who had temporary camps in the mangroves and along the saltwater creek that is bridged by Dick Ward Drive. Faced with vocal community opposition based on the grounds of antisocial behaviour, health and litter issues these plans were abandoned. Once remediation was undertaken by way of capping the site with tonnes of clean fill in order to build up the site, construction of the first of three stages of what is now Minmarama Park began. Stage 1 commenced in 1987, Stage 2 in 1998 and the final stage in 2003.

The Kulaluk Special Purpose Lease that was granted to Gwalwa Daraniki Association, stretches along the coastline from Nightcliff to Fannie Bay, bordered by Fitzner Drive, Bagot and Totem Roads, dissected by Dick Ward Drive. Much of the lease was considered to offer little value due to tidal inundation, cyclone and storm surge zones and the restriction of certain forms of development due to the Darwin airport flight path restrictions though it allows the current residents to hunt and fish along the intertidal zone. The Minmarama Park Community was a signatory to the Kulaluk and Minmarama Park Shared Responsibility Agreement, as at January 2005, for the purpose of 'Developing a Mud-Crab Business'. Some of the workers on this project lived at Minmarama and worked on the project as CDEP (working for the dole) participants for 2 years. Other areas of the lease, have potential for either residential or commercial development. While Minmarama residents will have the opportunity to participate in any commercial development on the site they are not decision makers. They do not speak for Kulaluk.

The [redacted] who has lived on the Kulaluk lease since its creation, is the primary decision maker and nothing can happen at Minmarama without approval by Gwalwa Daraniki Association which will be influenced [redacted] opinion. She has been a strong advocate for economic development on the lease and has come under some criticism for her independent views. In the past there have been attempts by Minmarama residents to gain control of Gwalwa Daraniki Association through becoming members and voting as a block to change the current leadership. There is a strong desire among the members of Gwalwa Daraniki Association to hold their

rights against all those people who, over the years, have tried to gain hold of the Kulaluk lease. When the lease was originally granted it had a cultural value, and a historical value, but in the past 40 years it has developed a significant financial value and an opportunity for Gwalwa Daraniki Association to become an independent Aboriginal organisation. Some of those who were involved in the original fight for Kulaluk actively agitate against any development on the land. Minmarama residents need to be careful how they express their views while they are tenants of the Gwalwa Dariniki Association.

The current community design seems to be what most people want. There are issues around how the community might be improved that will be discussed in the Visions section. One of the major attractions for the people resident at Minmarama is the access it allows them to the tidal zone, the salt water creek and the mouth of Leanyer Creek. Many of the residents see themselves as Saltwater people and supplement their diet with seafood as well as using fishing and hunting as a recreational activity.

There is a strong desire to improve the place but not lose the current feel of being an Aboriginal place. Many of the aspirations that residents have for Minmarama are probably based on their experiences living in remote communities. There is a strong desire to be more inwardly rather than outwardly focussed. People working at Minmarama for the community on their CDP responsibilities is one aspect of this. Though embedded in Darwin they see themselves as separate and seem to want to stay that way.

Space

Minmarama Park, controlled through Gwalwa Daraniki Association, exists to offer the opportunity to eligible Aboriginal people for public housing. This component of the Kulaluk residential portfolio appears to adhere to the more traditional governance structure of property management, which is undertaken by Yilli Rreung Housing Aboriginal Corporation (Yilli Housing).

The stock of housing at Minmarama Park, much of which was constructed in the late 1980's and added to in the early 1990's and finally in the early 2000's is generally in poor condition throughout. Several houses have been condemned and demolished to date. Reflective of an inadequate repair and maintenance regime, coastal location and past questionable decision making by Darwin City Council around rehabilitation of the site from a land fill, there are instances of subsiding foundations and structural cracks in a number of houses within the community. Accordingly, the current housing management organisation, Yilli Housing, are faced with increasingly expensive maintenance costs. Yilli Housing are accused of being too slow to respond to requests for maintenance citing lack of funds. We do note, however, that dangerous or sanitary matters are dealt with appropriately.

Currently, the instances of overcrowding appear to be a matter of a lack of alternative housing options rather than an issue of unchecked family visitors and is currently not considered an issue. In recent times family or visitors who overstay their welcome are regularly moved on with Yilli Housing being proactive in this community. Overcrowding due to particular seasonal activities or cultural factors are the exception. Festival times, Darwin Show, sporting events and school holidays are peak periods for overcrowding.

A high percentage of residents indicated that improving the amenity of their community and enhancing their sense of place to be a high priority. Communal and vegetable gardens, a community hall to be used for a local playgroup as

well as a youth centre and community activity centre, increased playground facilities and relocating or upgrading the current playground including some form of non-flammable shading, dedicated mini sports oval, improved amenity of basketball court are mentioned often. Infrastructure such as additional street lighting to enhance night-time safety, sealed roads and improved drainage to reduce mosquito breeding collectively support the feedback, from the community engagement, that Minmarama Park is a community which will benefit from upgrades to housing and services/amenities. This is a group of residents who want to feel like a community.

Interface

Given the higher instance of active employment by residents than that observed at the Kulaluk community, Minmarama Park's urban location appears to support a stronger sense of personal direction for many residents. With a high percentage of residents specifying prevalent mode of transport is by car and active job skills securing current employment opportunities, there are many instances of resident's adept to walking in two worlds.

Most residents indicate a variety of shopping is undertaken within the Nightcliff Woolworths shopping complex and surrounding northern suburb locales including Casuarina Shopping Centre. Those who lack transport are adept at using public transport to get around town.

Over the years, [redacted] has advocated with local businesses particularly the Ludmilla McDonalds franchisee to improve the job opportunities. It was part of the original lease that local Aboriginal people, members of the Gwalwa Dariniki Association, would be offered training and employment at the franchise. The franchisee only paid lip service to this condition until the lease was due for renegotiation when he made more of an effort. During this period some members of Minmarama gained employment at the store but at the moment no-one from Minmarama works in the business. [redacted] determined that any future development on the Kulaluk lease will have enforceable training and employment clauses.

Past endeavours, by Gwalwa Daraniki Association, to enhance Indigenous employment opportunities for community members including commercial ventures with a local Indigenous man to sub lease the Kulaluk SPL to develop a prawn farm, and an agreement with Fisheries to trial growing of mud crabs within the inter tidal zone of the lease. Neither venture was successful given a Mangrove Conservation Zone was declared over the inter tidal area of the part lease soon after commencement of the businesses, and the local residents from Minmarama and Kulaluk were working for CDEP (the dole). Minmarama residents generally upheld their end of the bargain in this venture despite being the only people on the project not receiving wages.

Shifting patterns of benefit payments whether it be 'work for the dole' programmes or other welfare arrangements have served to confuse recipients often leaving them discouraged. This coupled with poor housing options and the ever-present issue of substance misuse continually challenges residents in resisting collective apathy within the community. The leadership efforts, by the community [redacted] is not widely recognised by many of the residents, reflecting that most residents are [redacted] and the physical disconnect of the two housing community's results in communication with [redacted] to be one of chasing up Yilli Housing regarding repairs and maintenance.

Vision

Given the nature of Minmarama Park and Kulaluk housing communities existing on the same lease, the strategic visioning direction as set out in the business plan for the Kulaluk SPL is hard to ignore as consultation with [REDACTED] clearly indicates locations for residential and commercial development.

Should the strategy of leveraging lease holdings for commercial development be successful in providing an income stream for Gwalwa Daraniki Association and employment opportunities for Indigenous residents, then Minmarama Park should benefit accordingly.

The collective aspirations of community and sense of place appear strong at Minmarama Park and are such that should Gwalwa Daraniki Association be successful in implementing the business model of Indigenous self-determination, consultation responses indicate residents will stay connected to their community.

Most of the aspirations are in regard to the space in which people are living (their houses) and the place in which they are living (Minmarama):

- Better designed, constructed and maintained housing was the major aspiration. As one resident said "I just want a proper house that I can raise my children in".
- I want a house where the electricity works, the roof doesn't leak, the toilet works and the white ants don't eat everything.
- Residents wanted proper internal laundries.
- More taps around the house.
- Proper fences and gates that can be locked.
- Verandas around the house.
- Improved play facilities for children.
- Better roads.
- Better street lighting.
- A proper pedestrian crossing at the entrance so women and children don't get run over by cars speeding past the community on Dick Ward Drive.
- Expansion and upgrading of the basketball court.
- Development of a mini oval so the kids can play football and have a safe place to play.
- Development of a small community hall to be used for play group activities, youth activities, community events.
- There is some additional un-serviced land within the current community to build another 4 or 5 homes but after that there will need to be some major reclamation work.

Land Tenure, Leasing and Legislation – (table below is a duplicate from Kulauk Town Camp)

Town Camp Kulaluk and Minmarama Park

Owner	Gwalwa Daraniki Association Inc.
Location	213 Dick Ward Drive, Ludmilla, Darwin
Land	Lot 5182 Town of Darwin and Lot 8630 Town of Nightcliff; CUFT Vol 812 Fol 452
Type of Tenure	Crown Lease in Perpetuity 671
Commencement date SPL/CL	27 August 1987
SPL/CL Purpose	Consistent with the zoning of the land
Planning scheme zone	MZ (Multi Zone) including areas of CN (Conservation), RD (Restricted Development), CL (Community Living), SD37 (Specific Use 37), SD44 (Specific Use 44), PS (Public Open Space)
Summary of Land Dealing Documents	<p>1. Crown Lease in Perpetuity 671</p> <p>Search certificate lists the following dealings:</p> <ul style="list-style-type: none"> • Notice of commencement of proceedings by the Caveator (871757) (Date Registered: 5 October 2016, Dealing No.: 876452) • Lapsing Caveat ECPH Pty Ltd - Part - expiring 06 October 2016 (Date Registered: 6 July 2016, Dealing No.: 871757) • Overriding Statutory Charge City of Darwin - pursuant to Section 170 of the Local Government Act (Date Registered: 13 November 2015, Dealing No.: 859560) • Caveat Citiland Corporation Pty Ltd (Date Registered: 1 September 2015, Dealing No.: 855536) • Caveat Gwelo Investments Pty Ltd (Date Registered: 9 March 2009, Dealing No.: 694568) • Right of Way Easement granted to the proprietor(s) of lot(s) 4940 (Date Registered: 11 July 2008, Dealing No.: 677102) • Right of Way Easement granted to the proprietor(s) of lot(s) 4940 (Date Registered: 11 July 2008, Dealing No.: 677100) • Sewerage Easement granted to the proprietor(s) of lot(s) 4940 (Date Registered: 11 July 2008, Dealing No.: 677101) • Electricity supply Easement to Power and Water Corporation (Date Registered: 10 December 2008, Dealing No.: 661730) • Statutory Notice - Prescribed Property (Date Registered: 16 September 1996, Dealing No.: 360053) • Under-lease to McDonalds Properties (Australia) P/I - part - expiring 6 July 2094 (345691) (Date Registered: 17 January 1996, Dealing No.: 345692) • Sub-lease to Vysrose Pty. Ltd. - part - expiring 7 July 2094 (Date Registered: 17 January 1996, Dealing No.: 345691) • Electricity supply easement to Power and Water Authority (Date Registered: 23 March 1990, Dealing No.: 229354) <p>The following reservations are listed:</p> <ol style="list-style-type: none"> a. Reservation of right of entry and inspection b. Reservation of all minerals, mineral substances and ores in or under the land including gems, stones, sands, valuable earths and fossil fuels

Town Camp Kulaluk and Minmarama Park

c. Reservation of power of resumption

Provisions include purpose of lease, annual rent, forfeiture liabilities, compliance with covenants and conditions, right to surrender lease, improvement rights and compensation.

Lessee covenants include duty to pay rent, rates and taxes for leased land; use land for intended purposes specified in the lease; maintain and repair improvements; right of entry and obligations; maintain land tidy and clean, and compliance with applicable legislation and approved plans and specifications.

2. Non Lapsing Caveat (Date Lodged: 9 March 2009, Registration Date: 9 March 2009, Dealing No. 694568)

Documents the caveator's claim (Gwelo Investments Pty Ltd) in Lot 5182 Town of Darwin from plan(s) S 77/093B and Lot 8630 Town of Nightcliff from plan(s) S 77/093A (Volume 727, Folio 022) and forbids the registration of any dealing affecting that estate or interest to the extent of the prohibition and during the specified period. The estate or interest claimed is an absolute (extent of prohibition) equitable interest in the land in respect to that part of the land hatched in black on the attached plan (comprising proposed lease areas A, B and C) as the grantee of exclusive rights pursuant to an agreement between Gwelo Investments Pty Ltd. (Caveator) and Gwalwa Daraniki Association Inc. (Owners/Registered Proprietor).

Includes attachment letter from the Delegate Register-General, Northern Territory Department of Justice notifying parties of the lodgement of the caveat.

3. General Consent (Seal Date: 3 March 2009, Dealing No. 694568) (Attachment to Item 2 above)

General consent for the registration of the non-lapsing Caveat, dated 9 March 2009, for Lot 5182 Town of Darwin from plan(s) S 77/093B and Lot 8630 Town of Nightcliff from plan(s) S 77/093A (Volume 727, Folio 022) from Gwalwa Daraniki Association Inc.

4. Non Lapsing Caveat (Date Lodged: 1 September 2015, Registration Date: 1 September 2015, Dealing No. 855536)

Documents the caveator's claim (Citiland Corporation Pty Ltd) in Lot 5182 Town of Darwin from plan(s) S 77/093B and Lot 8630 Town of Nightcliff from plan(s) S 77/093A (Volume 727, Folio 022) and forbids the registration of any dealing affecting that estate or interest to the extent of the prohibition and during the specified period. The estate or interest claimed is an absolute (extent of prohibition) equitable interest as sublessee over that part of the land marked as Lot 1, 2, 3, 4 and 5 over Lot 5182 and hatched in the annexed plans as the sublessee under an unregistered sublease between the Caveator (Citiland Corporation Pty Ltd) and Owner (Gwalwa Daraniki Association Inc.) dated 20 October 2014.

Includes attachment letter from the Delegate Register-General, Northern Territory Department of Justice notifying parties of the lodgement of the caveat (No. 855536).

5. General Consent (Seal Date: 27 August 2015, Dealing No. 855536) (Attachment to Item 4 above)

General consent for the registration of the non-lapsing Caveat, dated 24 August 2015, for Lot 5182 Town of Darwin from plan S77/093B, from Gwalwa Daraniki Association.

6. Application to Register Statutory Charge (Date Lodged: 13 November 2015, Date Registered: 13 November 2015, Dealing No. 859560)

Registration for statutory charge for Lot 5182 Town of Darwin from plans S77/093B and Lot 8630 Town of Nightcliff from plans S77/093A (Volume 727, Folio 022). The City of Darwin (Applicant) is entitled to an Overriding Statutory Charge pursuant to Section 170 of the Local Government Act

Includes attachment letter from the Delegate Register-General, Northern Territory Department of the Attorney-General and Justice notifying parties of the lodgement of the caveat (No. 855536).

7. Lapsing Caveat (Date Lodged: 6 July 2016, Registration Date: 6 July 2016, Dealing No. 871757)

Town Camp Kulaluk and Minmarama Park

Documents the caveator's claim (ECPH Pty Ltd) in Lot 5182 Town of Darwin from plan(s) S 77/093B and Lot 8630 Town of Nightcliff from plan(s) S 77/093A (Volume 727, Folio 022) and forbids the registration of any dealing affecting that estate or interest to the extent of the prohibition and during the specified period. The estate or interest claimed is an absolute (extent of prohibition) interest as sublessee in the land over that part of the land as shown in the attached plan and hatched in red as the sublessee under an instrument of agreement dated 1 March 2016 between the Caveator (Gwalwa Daraniki Association Inc.) and Owner (Gwalwa Daraniki Association Inc.) and other parties (Gwelo Investments Pty Limited, Citiland Corporation Pty Ltd, McDonalds Properties (Australia) and Citiland Corporation Pty Ltd – Formerly Vyrose Pty Ltd.)

Includes attachment letter from the Delegate Register-General, Northern Territory Department of the Attorney-General and Justice notifying parties of the lodgement of the caveat (No. 871757).

8. Notice of Commencement of Proceedings by Caveator (Date Lodged: 5 October 2016, Registration Date: 5 October 2016, Dealing No. 876452)

Provides notification to the Registrar-General that the Caveator (ECPH Pty Ltd) does not want the caveat (Caveat No. 871757) to lapse and proceedings have started to establish the interest claimed under the contract. The Caveatee is Gwalwa Daraniki Association Inc. and the proceedings are for a writ filed in the Supreme Court of Northern Territory of Australia claiming relief of specific performance of agreement to sublease in relation to the land subject of the caveat.

Includes a copy of the Writ (No. 96 of 2016, 21646274) filed in the Supreme Court of Northern Territory of Australia on 4 October 2016 by Plaintiff (ECPH Pty Ltd, as Trustee for EP Unit Trust) against Defendant (Gwalwa Daraniki Association Inc.).

9. Memorandum for Purposes of Statutory Restrictions Notice (Date Lodged: 16 September 1996, Date Registered: 16 September 1996, Dealing No. 360053)

Provides notice of statutory authority restriction per s 26A (Prescribed Property) *Associations Incorporation Act* for Lot 5182 Town of Darwin from plan(s) S 77/093B and Lot 8630 Town of Nightcliff from plan(s) S 77/093A (Volume 454, Folio 100).

10. Memorandum of Grant of Electricity Easement (Seal Date: 19 March 1990, Date Lodged: 20 March 1990, Dealing No. 229354)

Documents the grant of an electricity easement on Lots 5182 Town of Darwin and Lot 8630 Town of Nightcliff (Book of Leases Register Book, Volume 200, Folio 13) from the Gwalwa Daraniki Association Inc. to the Power and Water Authority under Section 36D Crown Lands Act. The electricity easement grants a full free and unrestricted right and liberty for the Power and Water Authority and its agents, contractors, servants and workmen to break the surface of dig open up and use the portion of the land specified in the annexed plan (easement coloured in blue) for the purpose of laying down, erecting, fixing, taking up, removing, repairing, relaying, examining electrical works and/or using and maintaining electrical works for the electrical energy distribution.

11. Creation of Easement in Gross (Lodgement Date: 7 December 2007; Registered on 10 December 2007, Dealing No. 661730) (Attachment to Item 10 above)

Grants an electricity easement for Lots 5182 Town of Darwin and Lot 8630 Town of Nightcliff (Volume 454, Folio 100) from Gwalwa Daraniki Association Inc. (Owner) to the Power and Water Corporation for the electricity supply easement as marked on Drawing No. 07143/01.

Includes a notification letter of consent for the registration of the electricity supply easement from the Northern Territory Government Department of Planning and Infrastructure, dated 17 October 2007.

12. Creation of Easement of Sewerage Easement (Lodgement Date: 11 July 2008; Registration Date: 11 July 2008, Dealing No. 677101)

Grants a sewerage easement, as described in the attached conditions of easement shown in blue and hatched on the annexed plan S94/204. The land burdened by the easement is Lot 5182 Town of Darwin from plan(s) S 77/093B and Lot 8630 Town of Nightcliff from plan(s) S 77/093A (CUFT Volume 790, Folio 207) and Gwalwa Daraniki Association

Town Camp Kulaluk and Minmarama Park

Incorporated is the owner burdened by the easement. The land receiving the benefit of the easement is Lot 4940 Town of Darwin from plan(s) B000555 (CUFT Volume 687, Folio 282) and the Latterly Pty Ltd is the land owner receiving the easement benefit.

Conditions of the easement include:

- Grantor and/or Citiland, at its own cost and expense, increase the facility capacity, alter or configure facilities as they deem appropriate
- Use and allow others to use the facilities under specified conditions
- Grantee will keep repair and maintain sewerage pumping station and rising forming part of the facilities under certain conditions
- Citiland will keep repair and maintain the sewerage pipes on the easement at all times in good and substantial repair subject to obligation of grantee and other users
- Cost repair contributions and maintenance agreements or determined by a suitably qualified expert
- Conditions of appointing an experts, cost sharing and expert decisions binding
- McDonald's shall not be required to meet any cost of repairs and maintenance relating to blockage of sewerage pipes of certain parts of the Facilities and at certain connection points

Includes a notification Letter from the Northern Territory Government Department of Planning and Infrastructure, dated 9 May 2008 consenting to the registration of the easements against Crown Lease in Perpetuity No. 671.

**13. General Consent (Execution Date: 10 June 2008, Dealing No. 677101)
(Attachment to Item 12 above)**

General consent for the creation of a sewage easement, dated 11 April 2008, for Lot 5182 Town of Darwin from plan S77/093B (CUFT Volume 454, Folio 100), From the Northern Territory of Australia to Gwalwa Daraniki Association Inc.

**14. General Consent (Execution Date: 7 July 2008, Dealing No. 677101)
(Attachment to Item 12 above)**

General consent for the creation of a sewage easement for Lot 5182 Town of Darwin from plan S77/093B (CUFT Volume 454, Folio 100), From the Citiland Corporation Pty Ltd under Caveat No. 347476 to Gwalwa Daraniki Association Inc.

**15. Creation of Right of Way Easement (Lodgement Date: 11 July 2008;
Registration Date: 11 July 2008, Dealing No. 677102)**

Grants a right of way easement, as described in the attached conditions of easement over the area shown in green and hatched on the plan S94/204 annexed hereto and marked with the letter A. The land burdened by the easement is Lot 5182 Town of Darwin from plan(s) S 77/093B and Lot 8630 Town of Nightcliff from plan(s) S 77/093A (CUFT Volume 720, Folio 207) and Gwalwa Daraniki Association Incorporated is the owner burdened by the easement. The land receiving the benefit of the easement is Lot 4940 Town of Darwin from plan(s) B000555 (CUFT Volume 687, Folio 282) and the Latterly Pty Ltd is the land owner receiving the easement benefit.

Conditions of the easement include:

- Grantee will keep repair and maintain the easement area in good and substantial repair and to Northern Territory of Australia standards during the currency of the easement
 - Grantee can upgrade the road in the easement area with prior written consent of the Grantor and Citiland and provision of work and schedule details
 - Development easement area conditions, including road access, usage, location, cost-sharing and use of altered easement area, grant of right of way area over Bagot Slip Lane and Grantor application for a separate allotment number for easement area subject to certain conditions
-

Town Camp Kulaluk and Minmarama Park

Includes a notification Letter from the Northern Territory Government Department of Planning and Infrastructure, dated 9 May 2008 consenting to the registration of the easements on Lot 5182:

- a. Fitzer Drive Right of Way
- b. Bagot Road Right of Way
- c. Sewage Easement

**16. General Consent (Execution Date: 7 July 2008, Dealing No. 677102)
(Attachment to Item 15 above)**

General consent to the registration of the creation of Bagot Road Right of Way easement for Lot 5182 Town of Darwin from plan S77/093B (CUFT Volume 454, Folio 100), from the Citiland Corporation Pty Ltd under Caveat No. 347476 to Gwalwa Daraniki Association Inc. and Latterly Pty Ltd.

**17. Creation of Right of Way Easement (Lodgement Date: 11 July 2008;
Registration Date: 11 July 2008, Dealing No. 677100)**

Grants a right of way easement, as described in the attached conditions of easement over the area shown in red and hatched on annexed plan S94/204. The land burdened by the easement is Lot 5182 Town of Darwin from plan(s) S 77/093B and Lot 8630 Town of Nightcliff from plan(s) S 77/093A (CUFT Volume 720, Folio 207) and Gwalwa Daraniki Association Incorporated is the owner burdened by the easement. The land receiving the benefit of the easement is Lot 4940 Town of Darwin from plan(s) B000555 (CUFT Volume 687, Folio 282) and the Latterly Pty Ltd is the land owner receiving the easement benefit.

Conditions of the easement include:

- Grantor and/or Citiland shall use and allow others to use the Easement Area (including but not limited to tenants, Sublessees or Underlessees of any part of the burdened land) subject to certain conditions. These conditions include obtaining prior written consent for upgrades and road relocation restrictions)
- The Grantee will keep repair and maintain the Easement Area at all times in good and substantial repair subject to obligations of McDonalds and Citiland cost contributions
- Grantor may apply for and obtain a separate allotment number for the Easement Area or an area which includes the Easement Area subject to easement registration and unaffected rights and obligations by the creation of new separate allotments

Includes a notification Letter from the Northern Territory Government Department of Planning and Infrastructure, dated 9 May 2008 consenting to the registration of the easements on Lot 5182:

- a. Fitzer Drive Right of Way
- b. Bagot Road Right of Way
- c. Sewage Easement

**18. General Consent (Execution Date: 10 June 2008, Dealing No. 677100)
(Attachment to Item 17 above)**

General consent to the registration of the creation of Fitzer Drive Right of Way Easement, dated 11 April 2008, for Lot 5182 Town of Darwin from plan S77/093B (CUFT Volume 454, Folio 100), from the Northern Territory of Australia under Drainage Easement (Northern Territory of Australia) to Gwalwa Daraniki Association Inc. and Latterly Pty Ltd.

Land Title Act Registrar-General's Directions Northern Territory of Australia General Consent (Execution Date: 7 July 2008, Dealing No. 677100) (Attachment to Item 17 above)

19. General consent to the registration of the creation of Fitzer Drive Right of Way easement for Lot 5182 Town of Darwin from plan S77/093B (CUFT Volume 454, Folio 100), from the Citiland Corporation Pty Ltd (formerly Vysrose Pty Ltd) under Caveat No. 347476 to Gwalwa Daraniki Association Inc. and Latterly Pty Ltd.

Town Camp Kulaluk and Minmarama Park

Includes a notification Letter from the Northern Territory Government Department of Planning and Infrastructure, dated 9 May 2008 consenting to the registration of the easements on Lot 5182:

- a. Fitzer Drive Right of Way
- b. Bagot Road Right of Way
- c. Sewage Easement

20. Memorandum of Sublease (Common Seal Date: 8 July 1994, Date Lodged: 9 October 1996, Registration Date: 17 January 1996, Dealing No.: 345691)

Sublease for Lot 5182 Town of Darwin from plan(s) S 77/093B and Lot 8630 Town of Nightcliff from plan(s) S 77/093A (Head Lease, Crown Lease Perpetual No. 671, Register Book of Crown Leases Volume 200, Folio 13) from Gwalwa Daranki Association Inc. (Lessor) to Vysrose Pty Ltd (Lessee) for a term of 99 years (8 July 1994 to 7 July 2094) for an annual rent of \$10,000.00 (made in four quarterly payments of \$2,500.00). The head lease and sublease are subject to encumbrances, liens and interests in the Memorandum of Encumbrances. The Memorandum of Encumbrances includes any easement rights, powers or privileges for drainage, electricity supply, pedestrian access, sewerage, water supply required by the Northern Territory of Australia.

Lessee's covenants include:

- a. To pay all rent, rates, charges, costs, interest on overdue moneys, and taxes for the premises and any building located on the premises, which may be recovered from Underlessee or Licensee
 - b. Not to assign transfer, demise, sublet or dispose of Lessee's rights or interests without written consent of the Lessor, which shall not be unreasonably withheld
 - c. Not to use the premises for any purpose other than for a dine-in and takeaway restaurant with a drive-through facility
 - d. To keep and maintain the premises, all buildings, structures, improvements, drains, pipes, sanitary and water apparatus, alterations or additions in good and tenable repair
 - e. To keep premises in a thoroughly clean tidy and sanitary state
 - f. Permit Lessor, his agents, contractors and/or workmen to enter the premises at all reasonable times and with reasonable notice to view the condition of the premises
 - g. To comply with and observe all statutes, ordinances, regulations, notices, orders and by-laws at the Lessee's expense
 - h. To comply with all the Lessee's covenants contained in the Head Lease
 - i. Not to act, omit, permit or damage the premises to cause the Lessor to become liable for payment of any penalty damages, costs, charges or expenses (including damage to property, death or injury) and to keep the Lessor indemnified against all such liabilities
 - j. To indemnify the Lessor against water damage
 - k. To obtain the Northern Territory of Australia's (NT) consent, where required; and permit the NT to exercise applicable and lawful rights and obligations
 - l. The Lessor covenants the following:
 - m. To assign to the Lessee any right or entitlement to compensation for improvements from the Northern Territory
 - n. To peaceably hold and enjoy the premises during the sublease term without any interruption from the Lessor or any person lawfully claiming under or in trust for it
 - o. To do all acts necessary to keep the Head Lease active and in force at all times during the term and to indemnify the Lessee and hold it harmless against any and all loss or damage it may suffer from termination or surrender of the Head Lease (Subject to clause A14)
 - p. To permit Lessee to remove any fixtures or fitting, installed by the Lessee, at any time prior to the expiration of the term or any extension or renewal subject to minimising
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Town Camp Kulaluk and Minmarama Park

and repairing damage to the satisfaction of the Lessor or its Architects and payment of fees by the Lessee

- q. To provide premise access to the Lessee, his agents, servants, customers, invitees and other authorised person during business hours

Lessee and Lessor mutual covenants include:

- a. Entitlement to institute proceedings for rental and interest in arrears (14 days after) and damages when in default, in breach of covenants and failure to remedy a breach within a reasonable period after service if written notice upon the Lessee
- b. Lessor shall not have any right to terminate Sublease or to re-enter the premises in the event of default
- c. To negate and exclude, to the fullest extent possible, any amendments, repeals, replacement or substituted Acts and/or provisions of s 124 and 125 *Real Property Act*
- d. Upon expiration of the term, extension or renewal, a monthly tenancy is applicable with the same rental rate applied under the term and may expire the monthly tenancy with one month's written notice
- e. To review rent annually and nine years (from the date of the commencement term)
- f. To provide Lessee with a written offer of first right of refusal if Lessor wishes to lease the premises to any person other than Lessee at any time during the period of one year after from the expiration of the term
- g. Lessee shall maintain, and pay premiums, a public risk (occupiers liability) insurance policy (not less than \$5,000,000.00) for the premises during the sublease term

21. Memorandum of Underlease (Date Lodged: 9 January 1996, Registered on: 1 January 1996, Dealing No.: 345692)

Vysrose Pty Ltd and Gwalwa Daraniki Association Inc. (Under Lessors) grant an Underlease (under Sublease No. 34591) to McDonalds Properties (Australia) Pty Ltd (Under Lessor) in Lot 5182 Town of Darwin from plan(s) S 77/093B from 8 July 1994 to 6 July 2094 for a lump sum of \$240,000.00 for the first ten years and an annual rent of \$20,000 thereafter. The Underlease is subject to encumbrances, liens and interests specified in the attached Memorandum of Encumbrances. The Memorandum of Encumbrances includes any easement rights, powers or privileges for drainage, electricity supply, pedestrian access, sewerage, water supply required by the Northern Territory of Australia.

The Under-Lessee's covenants are the same as the Lessee's covenants in the Sublease (see item 20 above and substitute references to sublease with Under Lease, and Lessee with Under-Lessee), with the exception of additional covenants identified below:

- a. To keep the premises open for carrying on business of the Under-Lessee during usual business hours and use its best endeavours to develop, extend and improve the business and not to damage, injure the connections or goodwill of the business
- b. To promptly repair or replace all broken, cracked or damaged glass in or about the premises and its own expense.

The Under-Lessor's covenants are the same as the Lessor's covenants in the Sublease (see item 20 above and substitute references to sublease with Under Lease and Lessor with Under-Lessor), with the exception of additional covenants identified below:

- a. To provide written notice to the Under-Lessee, upon expiration or termination of the Under-Lease, that it requires removal of the Under-Lessee's fixtures, fittings or improvements and Under- Lessee shall remove items within 28 days of receipt of the written notice
- b. To remove, sell, dump, give away or otherwise dispose of all good, fixtures, fittings or improvement left on the premises upon Under-Lessor's possession of the premises without any liability to the Under-Lessee and at the expense of the Under-Lessee

The Under-Lessor and Under-Lessee's mutual covenants include:

Town Camp Kulaluk and Minmarama Park

- a. Under-Lessor may terminate the Under-Lease, without prejudice to any other remedy, right or power, if rent is arrears for 14 days and has not been remedied within 28 days after service of written notice to Under-Lessee
- b. To negate and exclude, to the fullest extent possible, any amendments, repeals, replacement or substituted Acts and/or provisions of s 124 and 125 *Real Property Act*
- c. No waiver by Under-Lessor of any breach or non-observance by the Under-Lessee of any covenants, conditions or agreements, and not construed as a general waiver
- d. To provide 28 days for any Notice to Quit for the premises given by the Under-Lessor to the Under-Lessee
- e. Under-Lessor is entitled terminate the Under-Lease and to take action against the Under-Lessee for damages for conduct, default and non-compliance with the Under-Lease
- f. Under-Lessor has a right to remedy at any time without notice any default by the Under-Lessee under the Under-Lease and costs and expenses incurred by the Under-Lessor shall be paid by the Under-Lessor as liquidated debt
- g. Upon expiration of the term, extension or renewal, a monthly tenancy is applicable with the same rental rate applied under the term and may expire the monthly tenancy with one month's written notice
- h. Under-Lessor may require, as one of the conditions of giving its consent and securing its interests for assignment or transfer of the Under-Lease, that the assignee or transferee appoint the Under-Lessor, its successors or assigns, substitutes to be the attorney or the Under-Lessee (at the expense of the Under-Lessee) to remedy any breach or non-compliance by the Under-Lessee
- i. To review rent 11 years from the date of the commencement term and every subsequent year of the term thereafter
- j. Under-Lessee shall maintain, and pay premiums, a public risk (occupiers liability) insurance policy (not less than \$5,000,000.00) for the premises during the sublease term
- k. A policy of insurance against loss or damage by fire, storm or tempest, earthquake or malicious damage or accidental breakage of glass and other usual risks for buildings or other improvements on the premises must held in the name of the Under-Lessor and Under-Lessee, which will be paid by the Under-Lessee
- l. To allow Under-Lessor to make rules and regulations needed for safety, care and cleanliness that are not inconsistent with rights of the Under-Lessee under the Under-Lease and failure of Under-Lessee to observe rules and regulations shall constitute a breach of terms
- m. Observe limited times for performance
- n. All notices, approvals, consent, demands or other communications shall be required or permitted under the Under-Lease shall be in writing and personally served or by prepaid certified post

Level of Understanding

Owner – rights and responsibilities

There is a general level of understanding by the SPL/CL holders, but during consultations it was found that in many cases there was inactivity by the SPL/CL holder and/or there was limited capacity of the SPL/CL holder to drive change. This was found to be the main impediment to community development rather than any lack of understanding of rights and responsibilities as a SPL/CL holder.

Residents – understanding of lease arrangement

The level of understanding of residents was disparate – ranging from some having a sound understanding of the leasing arrangements and their rights/responsibilities, to others with a complete lack of understanding (for example, thinking they owned their house they lived in or considered that service providers were landlords with a right to deal with their tenancy of the house).

Town Camp Kulaluk and Minmarama Park

Compliance with lease conditions and legislation	There is no compliance monitoring undertaken in respect of Town Camp CLs, so compliance with conditions are unknown.
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Impediments in lease conditions and suggested amendments	Purpose of CL is limited to 'Purposes consistent with the zoning of the land'. No amendments required.
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Relevant legislation for land dealings; Legislative impediments; and Suggested amendments	<p>Associations Act (NT)</p> <p>Dealings with prescribed property require Ministerial consent. Recommend a streamlined/fast-track process for consent to ensure minimal delays to land dealings.</p> <p>Crown Lands Act (NT)</p> <p>Sections 42 & 44 – Any subdivision would need to comply with the requirements set out in these sections. Recommend review of these sections to ensure references to <i>Planning Act</i> are correct and there is no ambiguity as to the operation of each section.</p> <p>Section 46 – dealings with the land require the Minister’s consent, which must be applied for in writing to the Minister. Recommend a streamlined/fast-track process for consent to ensure minimal delays to land dealings.</p> <p>Planning Act (NT)</p> <p>Any proposed development on the land must comply with the <i>Planning Act, Regulations</i> and NT Planning Scheme.</p> <p>The zoning rules for Conservation are:</p> <ul style="list-style-type: none"> • The primary purpose of Zone CN is to conserve and protect the flora, fauna and character of natural areas. • Development is to be sensitive to the natural features and habitats of the zone and be so sited and operated as to have minimal impact on the environment. <p>The zoning rules for Restricted Development are:</p> <ul style="list-style-type: none"> • The purpose of Zone RD is to restrict development near an airport. • The intention is to: <ul style="list-style-type: none"> – ensure development does not prejudice the safety and efficiency of an airport; – limit the number of people who reside or work in the area; and – retain the non-urban character of the land. <p>The zoning rules for Community Living zone are:</p> <ul style="list-style-type: none"> • The primary purpose of Zone CL is to provide for community living. • Residential accommodation may be temporary or permanent. • There may be non-residential facilities for the social, cultural and recreational needs of residents. <p>The zoning rules for Special Use 37 are:</p> <ul style="list-style-type: none"> • The purpose of this zone is to provide for development that: <ul style="list-style-type: none"> – preserves the amenity of adjoining residential areas; – minimises the negative impacts of being exposed to aircraft noise; and – preserves the safety and maintains the curfew free operation of the Darwin International Airport. – SD37 is divided into areas marked A & B with different rules provided for each area <ul style="list-style-type: none"> – see Schedule 1 of the NT Planning Scheme for full details.
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Town Camp Kulaluk and Minmarama Park

The zoning rules for Special Use 44 are:

- The purpose of this zone is to provide for light industrial development that addresses:
 - the effects of primary storm surge; and
 - preserves the safety and maintains the curfew free operation of the Darwin International Airport.
- SD44 provides other specific planning requirements in respect of uses and development – see Schedule 1 of the NT Planning Scheme for full details.

The zoning rules for Public Open Space are:

- The primary purpose of Zone PS is to provide public areas for recreational activity.
- Development should be limited to that which is for public use and enjoyment consistent with the recreational opportunities of the land and which has minimal adverse impact (if any) on adjoining or nearby property.

An application for the re-zoning of the land may be required where any potential development on the land is not consistent with these zone purposes.

Stronger Futures in the Northern Territory Act 2012 (Cth)

Section 34 – gives the Commonwealth broad powers to amend NT legislation relevant to Town Camps land, land dealings planning and infrastructure. Ideally, this section would be removed, however as this is Commonwealth legislation any changes are not at the NT Government’s discretion.

Native Title Act 1993 (Cth)

Native Title has been found to not exist over this parcel of land.

Residential Tenancies Act (NT)

Whilst not relevant to the current land dealings, if any form of long term residential leasing is considered akin to ‘home ownership’ then that form of leasing may require exemption from the *Residential Tenancies Act* (NT) if the legislative provisions are found to be at odds with the proposed long term leasing model (i.e. landlord’s obligation to repair, payment of rates and taxes, payment in advance and payment of a premium).

Relevant legislation for lease holder

Associations Act (NT)

Level of support provided to lease holder and suggested amendments

No specific support for Aboriginal associations is provided by the Department of Business/Licencing NT and very limited support is provided in general to incorporated associations.

Recommend transfer to incorporation under the *Corporations (Aboriginal and Torres Strait Islander) Act 2006 (Cth)*.

Municipal and essential infrastructure

Summary

The Minmarama Park community is located north of Darwin CBD off Dick Ward Drive. The community consists of 24 residential dwellings, which are serviced by an informal road, sewer, water and electricity.

The status of the municipal infrastructure and services, being the sewerage, water supply, roads and road furniture, stormwater drainage, community structures, electrical supply and communication services were assessed in late 2016. No intrusive excavations or potholing of buried services were undertaken within the community. The condition of the above ground/visible services were assessed against a standardised rating, categorised as being in very poor, poor, good, very good or excellent condition.

Currently the municipal infrastructure at Minmarama Park is generally in either good or very good condition with the exception of the roads which are in an overall poor condition. A summary of the recommended maintenance works required can be found in the following section.

A desktop study was undertaken to assess the capacity of the existing infrastructure and to determine whether it meets current relevant requirements and standards. This assessment was based on available drawings and the condition assessments from the site inspections.

The sewer network does not comply with relevant standards as the sewer main is undersized. Although, the capacity of the sewer main is sufficient for the current use. It is recommended that the sewer network is upgraded to a DN150 PVC reticulation main. The sewage pump station could not be assessed as there was no available information.

The water network does not comply with relevant standards as sections of the looped network are undersized. The capacity of the existing water main is sufficient for the current number of houses. There are currently no fire hydrants within the community. Upgrades to a DN150 looped main is recommended with new fire hydrants to be installed on the upgraded network. Water usage is proposed to be measured with a bulk water meter located at the community boundary. Additionally, residential lot water meters should be installed on the connection to each dwelling which will assist with bill distribution to residents and identifying any leaks in the internal network.

It is recommended that the roads are upgraded to two lane roads with footpaths and stormwater drainage, including kerbs and gutters, side entry pits, underground pipes, and culverts where required.

The community structures in Kulaluk consisted of a playground and basketball court, both of which were in good condition and require minor maintenance and tidying up.

The electrical network generally complies with relevant standards and practices for private infrastructure but not with PWC standards. The calculated maximum demand exceeds the total capacity of the substation on site however, Power and Water Corporation have determined that the actual load on the transformers is acceptable. It is recommended that the site infrastructure be upgraded to PWC standards and that new street lighting is installed.

Sewerage infrastructure condition



Water infrastructure condition



Road infrastructure condition



Stormwater drainage condition



Community structure condition



Electrical infrastructure condition



Very poor Poor Good Very good Excellent

Details of communications infrastructure are held by Telstra and were not provided for this report. The NBN rollout map confirms that NBN is available to residents via fixed telecommunications line on application to an appropriate NBN access provider.

As no new developments are currently planned for the community, there are no additional upgrades for any type of infrastructure required to cater for future demand.

These recommendations are based on the site inspections and available data at the time. Further investigations/studies may be required for the engineering design of the upgrades. A detailed report can be found in Appendix B.

Recommended works

The following works, including maintenance to the existing infrastructure and upgrades to comply with relevant standards, are recommended for Minmarama Park community:

Sewerage

- Install new reticulation main DN150 PVC, including new house connections, manholes and connection to sewage pump station

Water supply

- Replace broken tap
- Install new DN150 PVC looped mains, approximately 1200 m
- Install new DN150 bulk water meters on each looped main
- Install new fire hydrants (cost estimates based on six fire hydrants)
- Install up to 20 residential lot water meters

Roadworks

- Clean existing sign entrance sign of graffiti
- Total reseal of approximately 120 m of road $\approx 480 \text{ m}^2$
- Repair approximately 50 potholes throughout community
- General tidy up of approximately 940 m of road
- Repair 590 m of edge breaks
- Repair approximately 30 m^2 of surface cracking including crocodile cracks
- It is recommended that the road is upgraded to a two lane network with all appropriate road furniture, line marking, kerbs, footpaths, etc.

Stormwater drainage

- It is recommended that underground stormwater drainage, including kerb and gutter and side entry pits are constructed to reduce flooding and ponding issues within Minmarama Park.

Community structures

- Replace entire shade cloth on playground
- Install nets on basketball rims
- Landscape maintenance around both the basketball court and the playground

Electrical services

- Replace eight street lights 80W
- Replace metering switchboard (multiple)
- Replace four switchboards inside the metering panel
- Replace two switchboards associated to dwellings
- Install new street lighting - approximately 52 poles
- Since the load on the transformer exceeds 85% it is recommended that power monitoring be undertaken to allow PWC to determine, by assessment, whether the transformer needs to be upgraded or not

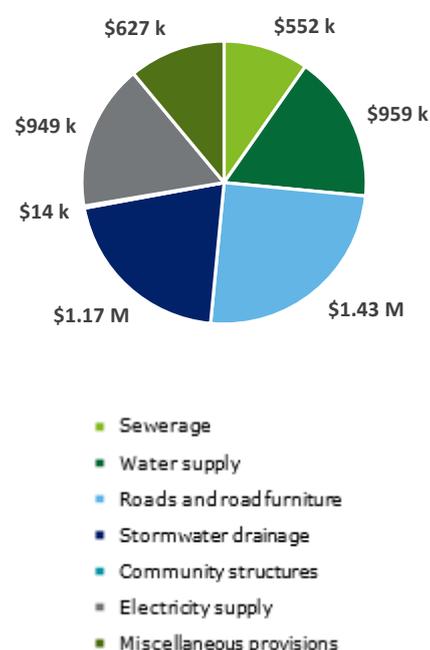
Communications

- No works are required because NBN is available to residents via fixed telecommunications line on application to an appropriate NBN access provider.

Cost estimates

The table below shows a summary of the cost estimates to undertake the maintenance required to fix the existing infrastructure, and to upgrade the existing network to meet current design standards. The estimates take into account a 30% contingency and are inclusive of GST.

Infrastructure	Maintenance of existing infrastructure	Upgrades to meet current design
Sewerage	\$ 0	\$ 552,000
Water supply	\$ 1,000	\$ 958,000
Roadworks	\$ 173,000	\$ 1,252,000
Stormwater drainage	\$ 0	\$ 1,173,000
Community structures	\$ 14,000	\$ 0
Electrical	\$ 60,000	\$ 889,000
Communications	\$ 0	\$ 0
Miscellaneous provisions	\$ 39,000	\$ 588,000
Total (including GST)	\$ 287,000	\$ 5,412,000
Grand total	\$ 5,699,000	



The cost estimates are a preliminary estimate only. Actual prices may be different to those used to prepare the estimates. Aurecon does not guarantee that the works can or will be undertaken at the estimated price. A breakdown of the cost estimates can be supplied. Note also that a location factor has been applied to Town Camps outside of Darwin.

Housing

Introduction

Minmarama Park was surveyed on the 9th of November 2016. All of the 24 funded dwellings¹³ identified by the client were identified on site. 24 houses were surveyed.

Current state of play

Housing summary and condition

All housing stock was over 20 years old. 50% were considered in a very good standard whilst remainder were considered average and below. This rating does not take into account the cleanliness of the residences and it doesn't mean they comply with the residential tenancy act. Majority of houses have been constructed in blockwork or brick on a concrete slab with sheet metal roofing material.

Urgent and immediate issues

Refer to the individual housing reports in the appendices for evident WHS or OHS issues and urgent and immediate repair issues. When urgent and immediate issues were identified during an inspection, tenants were advised to raise the issues with the relevant service provider.

Hygiene and cleanliness of the residences were identified as a significant issue in the inspected houses. The conditions are unsanitary and are likely to manifest in any number of health problems.

Smoke alarms

Of the houses surveyed internally in Minmarama, 8 were identified as having non-serviceable smoke alarms.

Flooding

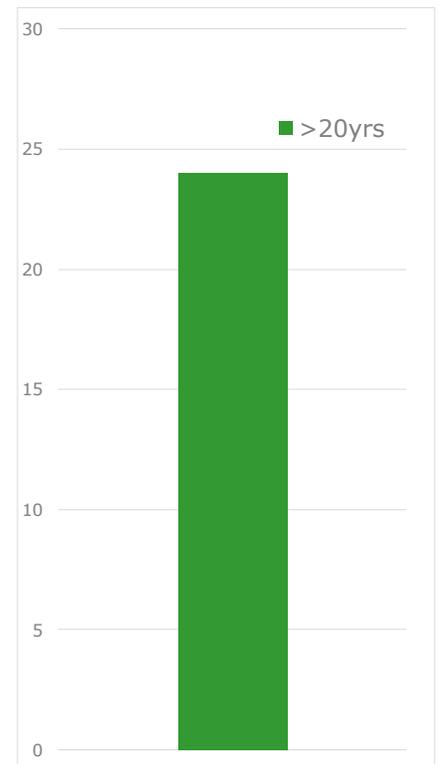
Anecdotally 1 house in Minmarama is said to flood.

Visitors

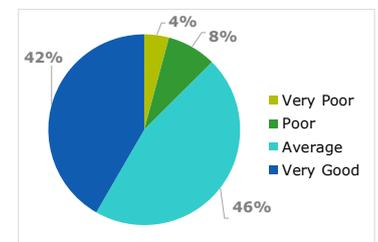
Of the dwellings to which we were permitted to access, 6 had a range of 1 to 3 visitors. The residence with 3 visitors was a 2-bedroom home with 5 permanent residents, resulting in 4 people per room and 8 people per toilet which would present significant strain on the amenities.

Overcrowding

The surveys revealed that overcrowding is a result of transient populations and not the permanent residents that exist within the Town Camp.



Minmarama Park - Age of housing Stock



Minmarama Park - Condition Summary

¹³ A list of funded dwellings, provided by the client, has been included in the appendices.

Amenities

A snap shot of the community shows that on average there is 1.6 residents per bedroom and 3.7 per toilet. The individual house analysis shows a maximum recorded occupancy of 3 people per room and maximum of 6 people per toilet. These would generally be considered suitable however during periods of high visitation these values would differ.

Disabilities

Of the residents recorded, 3 were listed as having disabilities and lived in separate houses which were not equipped with ramps or grab rails. Only 1 house was recorded as having a ramp and grab rails but this did not contain a disabled resident.

Asbestos

As the houses were reported to be over 20 years old, the presence of asbestos is likely.

Security

Of the houses we gained access to 2 did not have serviceable doors and 7 did not have serviceable windows. Many of the houses had fences that range from very poor to very good condition.

Recommended Works

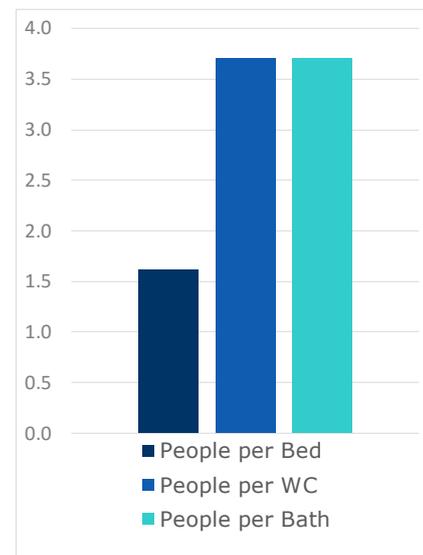
Although the houses in Minmarama are of a varied condition and only 12% of properties were considered below average the cleanliness of the properties presents as serious concern from a health and wellbeing perspective. It is proposed that all existing housing stock be refurbished or renovated to meet the standards of the Residential Tenancy Act. Once the houses have been brought to standards a maintenance plan needs to be implemented to prevent the standards from dropping below the acceptable limit.

The estimated cost to upgrade the current housing assets in Minmarama to meet the standards of the Residential Tenancy Act, is \$1,647,923. This includes margins, adjustments and GST. Refer to Appendix C for the complete costing report.

Asbestos recommendations

We highly recommend that a specific asbestos inspections be performed to ensure the safety of residents.

For future works or maintenance contractors should be made aware there is a likely presence of asbestos before commencing any works to residences that were constructed prior to it being banned for use in the building industry. Contractors should refer to the HOW TO MANAGE AND CONTROL ASBESTOS IN THE WORKPLACE Code of Practice published by Safe work Australia. It is recommended that the materials be identified and houses labelled with appropriate warnings, as occupants and trespassers of the dwellings have been engaged in destructive activities that have disturbed the materials such as pulling down ceiling linings and pulling up asbestos floor tiles.



Minmarama Park - Amenities

Economic development

Social issues and themes voiced by residents	<ul style="list-style-type: none"> • Poor condition of houses (some demolished) • Overcrowding • Slow response to repairs and maintenance • Residents don't want to move • Welfare dependent community
Economic Development Opportunities	<p>The central location of the Minmarama Park Town Camp in Darwin means there are a wide variety of employment opportunities for Town Camps residents.</p> <p>Residents have suggested the participation in the Nightcliff markets to sell arts and crafts to the public. There are serious potential opportunities for entry level employment through employment at Woolworths and McDonald's. Minmarama Park typically has higher levels of employment than Kalaluk.</p> <p>The Minmarama Park Town Camp is a successful example of the use of Town Camps land to provide financial benefits for the leaseholder and the Town Camps residents. Gwalwa Daraniki Association Incorporated subleases parcels of land for the operation a McDonald's restaurant. However, there are currently no Town Camp residents employed in this enterprise. There needs to be support and training to both Indigenous employees and non-Indigenous employers to ensure lasting transition into employment.</p> <p>In order to develop more comprehensive employment opportunities we recommend that funding and private development contracts should include enforceable training and Indigenous employment clauses with set parameters to impart lasting skills onto local residents.</p> <p>For detailed rationale and recommendations see the Economic Development section of the report.</p>
Economic Aspirations	<p>The Town Camps economic aspirations are primarily driven by the Gwalwa Daraniki Association Incorporated who are driven to leverage the strength of their lease holdings to underpin an income stream for the community and thus reduce dependency on welfare. The residents believe that should Gwalwa Daraniki Association Incorporated vision become a reality the residents should benefit accordingly.</p>
Investment Opportunities	<p>Any private investment requires certain criteria to be filled before investment opportunities will realistically be pursued. This criteria includes:</p> <ul style="list-style-type: none"> • Certainty of ownership • Commercially viable income streams • Active market for any equity interests <p>When the above criteria is satisfied financial institutions and investors are in a position to provide financial and investment opportunities.</p> <p>The Minmarama community does not fulfil this criteria, in principle due to the current leasing arrangements. The McDonald's restaurant does show that it is possible to navigate the current leasing structure however the inherent difficulty in doing so it likely to deter future investment opportunity.</p>
Home Ownership Opportunities	<p>Currently, there are no pathways to home ownership for residents within Minmarama Park. The land and leasing structure makes it challenging for even the most informed organisations to successfully secure subleasing let alone individual residents. Further there are a number of additional considerations that need to be made prior to any lease amendment. For specific considerations and recommendations regarding the leasing structure refer to the Land tenure, Leasing and Legislation summary above.</p> <p>Aside from the leasing structure there are a range of economic constraints that further restrict a pathway to home ownership for residents. Within Town Camps there is limited financial contributions by residents and limited control over tenancies. This provides minimal incentive to invest or purchase a house and there is no active market for houses in Town</p>

Camps, which further dis-incentivises investment. For specific consideration of establishing a pathway to home ownership see the Economic Development section of the report.

Governance

Governance Structure

There is a strong local governance by the leaseholder Gwalwa Daraniki Association Incorporation who have strong visions for the lease. While the strong governance has assisted in developing commercial connections there are still quite a number of issues with the participation of residents and the quality of housing.

Yilli Rreung Housing Aboriginal Corporation currently provides tenancy management and repairs and maintenance to the Town Camp.

This governance structure is characterised by confusion and unnecessary complication that does not afford residents the ability to control their own space and the assets located within the Town Camp. It is recommended that the leasing structure be simplified by empowering Town Camps residents to take control of their own space through the formulation of a regional body representative of the Town Camps residents. This can enable the design and implementation of sustainable maintenance programs.

It would then be appropriate for this regional body to use the funding to employ service providers that provide tenancy management, repairs, maintenance, municipal services and essential services. All of the governance and service providers need to have a clear connection to the local communities in order for them to be effective.

It is recommended there is the creation of a Central NT Government Division which assists with advice and the distribution of government funding to the regional body. The Central Division would provide support, oversight and governance for the regional body.

For detailed rationale and recommendations see the Governance section of the report.

Service Delivery Payment Arrangements

Yilli Rreung Housing Aboriginal Corporation acts as the property manager enters into tenancy agreements with Town Camp residents.¹⁴ Yilli Rreung has no authority or legal basis to evict residents for breaches of the tenancy agreements. This authority now vests in the administration.

Yilli Rreung Housing Aboriginal Corporation issues rental statements to residents on a per house basis every 6 months, on request or whenever a tenant is in arrears.

Payments of rent are made primarily through centrelink deductions (approximately 80% of tenants pay via this method). In other cases rent can be collected via cash payments, EFT payments, basic card payments and direct deposit.

Overall approximately 75% of tenants are currently contributing to the fees that are being charged. This is often 5 or 6 people contributing per house.¹⁵

Essential Services Payment Arrangements

All houses serviced by Yilli Rreung Housing Aboriginal Corporation have power card meters that allow residents to pay directly for the power the use.¹⁶ Water costs are included in the resident's fortnightly rental payments. The municipal and essential services grant covers the remainder of water and sewerage costs.

¹⁴ This information was provided in consultation with the Chief Executive Officer of Yilli Rreung Housing Aboriginal Corporation

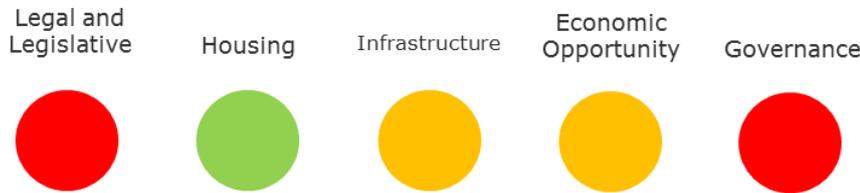
¹⁵ This information was provided in consultation with the Chief Executive Officer of Yilli Rreung Housing Aboriginal Corporation

¹⁶ This information was provided in consultation with the Chief Executive Officer of Yilli Rreung Housing Aboriginal Corporation

Knuckey Lagoon

Current State

March 2017



Details

Region	Darwin
Lease	Special Purposes Lease 463 (in perpetuity)
Purpose	Special Community Development

Governance Structure

- Leaseholder:** Aboriginal Development Foundation Incorporated
- Tenancy:** Yilli Rreung Housing Aboriginal Corporation
- Maintenance:** Yilli Rreung Housing Aboriginal Corporation
- Service Delivery:** Yilli Rreung Housing Aboriginal Corporation

Current number of Houses x 18

Number of residents per room x 1.4

Average number permanent residents per room not including visitors

Recommendations

Legal and Legislative

Empower Town Camp residents by modifying the current lease type and purpose to enable wider uses of the land

Housing

x 2

Number of replacement houses



Cost of replacement houses
\$1.32m



Deferred Maintenance Cost
\$1.82m

Infrastructure

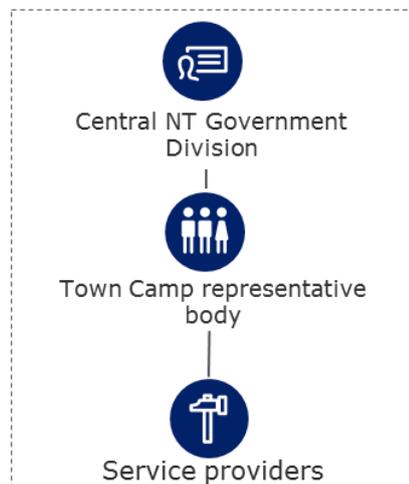


Deferred Maintenance Costs
\$598,000



Cost to meet Design standard
\$7.61m

Governance



Economic development opportunities

- Town Camp Services
- Pooled Employment Services
- Individual Employment
- Indigenous Business

Costing estimates are a preliminary estimate only. Actual prices may be different to those used to prepare estimates. There is no guarantee that the works can or will be undertaken at the estimated price. Housing and Infrastructure colour indicators are based on the average condition of the assets assessed and does not take into account the cost to meet infrastructure design standards.

Knuckey Lagoon

Executive summary

Land	Special Purposes Lease 463 in perpetuity owned by Aboriginal Development Foundation Incorporated
Service Provider	Yilli Rreung Housing Aboriginal Corporation
Findings	<ul style="list-style-type: none"> • There is no compliance monitoring undertaken in respect of Town Camp special purpose leases • The purpose of the special purpose lease restricts the use of land to a Communal Settlement • Currently the municipal infrastructure does not comply with council standards. • Estimated deferred maintenance costs required for existing infrastructure is circa \$598,000 • Estimated costs of infrastructure upgrades required to meet current design standards is circa \$7.61 million • Houses in Knuckey Lagoon range from poor to very good condition however the cleanliness of the properties presents a serious concern from a health and wellbeing perspective • The estimated cost to upgrade the current housing assets in Knuckey Lagoon to meet the standards of the Residential Tenancy Act, is \$1.82 million • Two additional houses are proposed for Knuckey Lagoon to account for permanent residents, at the cost of \$1.32 million • Economic opportunities are extensive due to the Town Camps location • Overall there is little desire from residents to engage in economic participation • There is currently no established pathway to home ownership
Recommendations	<ul style="list-style-type: none"> • The purpose of the lease be amended, to allow wider uses of the land • The Special Purposes Leases Act should be amended to remove prohibition on subdivision • A process should exist for streamlined ministerial consent for dealings with the land • A summary of the recommended infrastructure maintenance works required can be found in the Municipal and essential infrastructure section • All existing housing stock should be refurbished or renovated to meet the standards of the Residential Tenancy Act • 2 additional houses should be provided for permanent residents for an estimated cost of \$1.32 million • Tenancy and asset maintenance plans should be developed and implemented to improve asset durability and to decrease maintenance costs • To address limited governance, it is recommended that both a Central NT Government Division and Town Camp regional body be created. The regional body should be representative of the Town Camps residents and Incorporated under the Corporations (Aboriginal and Torres Strait Islander) Act 2006 (Cth) • Stronger governance structures should lay the foundation for allocated responsibilities and support Town Camps to undertake a defined and coordinated pathways to economic development and home ownership • Funding and private development contracts should include enforceable training and Indigenous employment clauses with set parameters to impart lasting skills onto local residents • Invest in public housing in areas with the economic capacity to support to the development of residents in transition

Resident consultation and visioning statement

This is a summary of the outcome of the consultation process with local residents about the place, space and interface, including the resident's vision for the Town Camp. This is a direct community narrative, completed in the Town Camps visioning process which does not necessarily reflect the technical and governance data captured in this report.

Place

Knuckey Lagoons, or Milgarri as it is known to some Aboriginal people, is located on the Northern side (outbound) on the Stuart Highway, just past the Berrimah Crossing. It forms part of a permanent string of waterholes that used to cover much of what is now the airport, and areas that have now been reclaimed and built on. A local family told a story of their great uncle/grandfather who was speared to death at Knuckey Lagoons in the early 1900s in a dispute over a woman, so occupancy goes back at least 100 years. The current site however was probably developed by Aboriginal people who were attached to the abattoirs that were located at Berrimah. Old timers say that some work was available on the killing floor for Aboriginal men and scrap meat was given as wages and fed their families.

What impact the Second World War had on the people living at Knuckey Lagoons is unknown but it is highly likely they were moved south to Pine Creek and Mataranka like everyone else. At the end of the war however, Aboriginal people were returned to Darwin and accommodated at the old RAAF Base at Berrimah for a number of years. Some residents say their families lived there. In 1951 some of the residents at the Berrimah Compound took industrial action over wages and conditions and were either Gaoled or expelled from Darwin. By 1953 all Aboriginal people were relocated to a renovated Bagot Reserve where the new Welfare Protection provisions were imposed rigorously. Not all people were willing to live under these conditions and they took to the bush around Berrimah to renew their pre-war lives.

By the mid-1960s the relationship with the abattoirs was no longer as strong, and people were labouring around town and living off their kin who came into Darwin from cattle stations for short bursts of intense drinking. Darwin had begun to expand and Berrimah was developing as a trucking stop and also has a liquor outlet. Knuckey Lagoons was in a very desperate situation with high levels of violence and people living in sub-standard temporary dwellings, car bodies, humpies, etc. It was at this time that the Aboriginal Development Foundation (ADF) was created to provide a level of service and stability that had not been present previously.

ADF set about acquiring a lease over the land on which the Knuckey people were living, and along with other Darwin Town Camps, these leases were granted in the late 1970s. Construction of housing then began, and following the pervading thoughts of the day ADF set out to build a village environment. That meant that municipal services were minimal, with unsealed roads, no curbing and minimal drainage, external ablutions. There was a strong belief that Aboriginal housing should be culturally appropriate, but no-one actually knew what that meant. It was also believed that there was a low point and a high point in terms of design, and material cost, and the housing at Knuckey, which was intended to be at the low point, reflected that. The assumption was that residents would transition into eventually living in mainstream housing suburbs. The demise of ADF as the primary service provider has meant that the long-term transitional process was

interrupted, and with little investment in assisting people manage their communal and personal space the management situation at Knuckey has become difficult.

Responding to questions about space residents indicated that liked living at Knuckey and want the situation there to be improved. They like the village atmosphere but are really concerned about the drunkenness and violence that they feel has become worse because of a lack of proper selection of tenants by Yilli. The community is split into three factions at the moment and this reflects the housing clusters.

- One group which considers it has the longest residence, and therefore some legitimacy to make decisions, is situated at the southern corner of the lease. Their leadership potential has been recognised and the male attended an Aboriginal Leadership Program, conducted by the Department of Prime Minister in Cabinet, with the male leader from Palmerston Indigenous Village;
- The second group which consists primarily of Warlpiri people does not accept that this group has any authority and there have been a number of violent and life-threatening incidents between this group and group one. This group is considered to be very heavy drinkers by others in the community;
- The third group are made up of people from all over the coast of Arnhem Land and their last residence was the long grass. They were looking for a more stable living place and they also are struggling with substance misuse and occasional violence.

The low standard of the municipal infrastructure does not help the situation and the visions the respondents have made reflect this. The current housing is also well past its use by date, with people having taken over even the former meeting and barbeque area, which is roofed but has no walls, as permanent living space.

Space

The housing at Knuckey Lagoons is similar in design and construction as the houses at Palmerston Indigenous Village, both being constructed by ADF, and are similarly referred to by residents and various media representatives as Chicken coops. They are not suitable for permanent living and have been used far beyond their expectation. They were built utilising basic materials; concrete floors, steel frame, corrugated iron sheeting, and steel mesh. Materials such as this have a limited life under fairly static conditions. Used as they have been, to house large numbers of people over a period of 30 years, with limited maintenance, it is not surprising that they are seen by most people including the residents as substandard housing.

Residents want more from their housing generally but particularly they want the chicken coops to be demolished and replaced by modern housing. What this housing might look like is a matter that needs extensive consultation. There is no doubt that the Town Camp communities are still places of transition. The current conflicts that are occurring are examples of people transitioning at different stages, without any support over how they might settle into an already established community. This reflects similar challenges to placing people without little understanding of public tenancy into a well-established urban area. Some of the respondents are well into transition, but do not necessarily want to relocate into a Darwin or Palmerston urban setting. They like the rural feel, the village feel, of where they are, they just don't like the houses they are living in or the lack of control they have over who moves in.

The types of responses people made as to what sort of a house do you like, or how do you think your house might look, indicate that people want living spaces they can control better. They want locks on their doors, separated living and sleeping spaces, they want proper storage and stoves in the kitchen. Some residents would like to see an internal laundry, and all wanted their electrical fixtures and fittings to be working properly. The infestations of rats and ants has meant that much of the wiring has been damaged and needs replacement. Decisions will also have to be made about what happens to the old structures if and when new houses are built. Experience has shown that no matter how rudimentary the dwelling might be if someone vacates it someone else will move in. This indicates a need for some form of emergency or temporary housing, especially during the rainy season.

The criticisms of Yilli Housing, though not wide-spread, do suggest that some residents are looking for more structure in the way their housing is being managed. Some have no interest at all and would resent paying any rent or contribution at all. Their limited incomes either get spent on alcohol and cigarettes, or are shared widely across a network of relations. The current state of housing makes any attempt to establish a regulated housing tenancy management system extremely difficult.

Interface

The Knuckey Lagoons community though located in a high growth area, are not participating in the economy around them. The majority of people are on some form of welfare benefit and are consumers rather than generators. They shop mostly at Palmerston but do purchase some supplies in the Berrimah area. There is a stated desire to be able to use the CDP program (Work for the Dole) to provide work around the community for residents to work on their own projects, but not much desire to go out into the mainstream workforce. People talked about more training, and they have developed a Strategic Plan in 2009 that has the potential to be used to move the community toward achieving their aspirations. This Plan was developed with Ironbark Aboriginal Corporation a local Indigenous provider of Employment and Economic Services and set the following tasks around employment and training:

- Identify employment opportunities
- Pre-employment courses
- Skill assessment
- Media Centre Project
- Mentoring
- Youth employment and training

Vision

There was a range of other areas addressed in the Strategic Plan

- Education
- Culture
- Housing
- Infrastructure
- Economic Development

- Leadership

There has obviously been significant work done on developing a Strategic Plan for Milgarri. It has all the important Action Areas, has set Tasks, assigned Responsibility, and provided a time-frame which is very "flexible". From talking to residents however the ACES could find no-one who knew what had been achieved or how anything was measured. There appears to be no Monitoring and Evaluation, so the whole exercise becomes meaningless. Once again it is a small resource allocation with no follow-up. For the people who participated in the Planning process, the lack of progress or clarity must be frustrating and de-energising.

For respondents in this review their visions were more concrete. E.g.

- We want the community to be more like the town;
- Better roads, curbing and drainage;
- There is interest in building a Media Centre/Hub using local community labour wherever possible;
- They want a better Police presence and a quicker response time;
- Develop a cultural centre where we can make and sell Arts and Crafts;
- They want fencing to make their yards safer and more secure;
- They want decent housing where they can feel safe and secure.

How these visions might be achieved is beyond their current experience to imagine. They like working with Yilli Rreung Housing and see them as an organisation that, within the resource limits it has, tries hard to provide a culturally relevant service and to support local aspiration. They know, though find it hard to accept, that things must change and they must change as well. They have identified areas on the lease where new housing might go, as they accept that the community will grow as housing conditions improve. They want a properly managed tenancy program to ensure that any new tenants will fit into the community.

Land Tenure, Leasing and Legislation

Owner	Aboriginal Development Foundation Incorporated
Location	30 Lagoon Road, Knuckey Lagoon, Darwin
Land	Portion 2232 Hundred of Bagot; CUFT Vol 159 Fol 068
Type of Tenure	Special Purpose Lease 463 (in perpetuity)
Commencement date SPL/CL	1 June 1979
SPL/CL Purpose	Special Community Development
Planning scheme zone	CP (Community Purpose)
Summary of Land Dealing Documents	<p>1. Special Purposes Lease 463</p> <p>Search certificate lists the following dealings:</p> <ul style="list-style-type: none"> • Easement: Power line Easement to Power and Water Authority • Statutory Notice – Prescribed Property – Section 26 Associations Incorporation Act (Date Registered: 10 October 1996, Dealing No.: 361641) • Sublease to Sub-lease to Council for Aboriginal Alcohol Program Services Inc. - part - expiring 02 March 2004 (Date Registered 3 June 1992, Dealing No.: 265500) • Water supply easement to Power and Water Authority (Date Registered 24 December 1982, Dealing No.: 121114) <p>Grant of a special purpose lease for Portion 2232 Hundred of Bagot from plan(s) S 79/065 (20 hectares 5600 m²) from the Minister for Lands and Housing to the Aboriginal Development Foundation Inc. in perpetuity for an annual rent of 10 cents, if and when demanded by the Minister (and subject to re-appraisal), with the following reservations:</p> <ul style="list-style-type: none"> • A right of entry and inspection on and/or part of leased land and improvements in favour of the Minister, or officer authorised in writing, at all reasonable times and in any reasonable manner • All minerals and mineral substances in or on leased land and right to authorise any persons entering upon the land to mine, work for, win, recover and remove them or any of them and to do all things necessary or convenient for those purposes • A power of resumption • A right of entry and inspection for the purposes of providing and maintaining water, sewer, electricity and other services on the leased land or on other lands <p>Provisions include purpose of lease, annual rent, late rental fees, forfeiture liabilities, compliance with covenants and conditions and right to surrender lease.</p> <p>Lessee covenants include duty to pay rent, rates and taxes for leased land; use land for intended purposes specified in the lease (Special Community Development); construction of improvements (including fencing, landscaping); provide a vehicle inspection of fire break track; not use pesticides and/or chemical fertilizers on the land; prohibit hunting or killing of wildlife; consult with relevant government departments to identify local water and septic tank development restrictions; non-removal and destruction of mature trees except per development plan approval; submission of dimensioned sketch plans for landscaping to the Planning Branch prior to submission of building plans for building approval; remove any existing structures on the land that do not have building authority approval by 1 January 1980</p> <p>The following encumbrances are included in the special purpose lease:</p>

- As to the land hatched blue on the said plan; any easements, rights, powers or privileges for the purpose of powerline and water main required by the Northern Territory of Australia

2. Memorandum for Purposes of Statutory Restrictions Notice (Date Lodged and Registered: 10 October 1996, Dealing No. 361645)

Provides notice of statutory authority restriction per s 26A (Prescribed Property) *Associations Incorporation Act* for Hundred of Bagot Portion 2232 from plan(s) S79/065 (CUCL Volume 159, Folio 068).

3. Memorandum of Grant of Water Main Easement (Lodgement Date: 22 December 1982; Dealing No. 121114)

Grants an water main easement to the Northern Territory of Australia, including a full and free right to and every person authorised by it, to access the land, drain water (rain, storm, spring, soakage or seepage water) through and across the land shown as coloured blue on the map of the land annexed to the agreement (Survey Plan S79/65) together with the right to use any line of pipes already laid within the servient tenement in Portion 2232 Hundred of Bagot comprised in Special Purpose Lease 463 (Volume 159, Folio 68).

Encumbrances include any easements, rights, powers or privileges for the purpose of powerline required by the Northern Territory of Australia.

4. Memorandum of Sublease Lease (Date of Lease: 3 March 1992, Date Lodged and Registered: 3 June 1992, Dealing No.: 265500)

Grant of sublease from the Aboriginal Development Foundation Association (Lessor) to Council for Aboriginal Alcohol Program Services Incorporated (Lessee) for Hundred of Bagot Portion 2232 (Volume 159, Folio 068) for 12 years for an annual rent of \$2,500.00. Rent is reviewed annually from the commencement date. Upon expiration of the sublease, the term is month to month with conditions of the sublease remaining the same and can be terminated with one month prior written notice. Failure to deliver possession of the premises after termination in the lease requires the Lessee to pay damages at a rate double the calendar monthly rental.

The grant of the sublease is subject to the written approval of the Minister of Lands and until such approval is granted, the Lessee can occupy the premises as a licensee only at a monthly licence fee equal to the rental fee in this sublease. Upon refusal of the sublease by the Minister of Lands, the Lessee is entitled to enter the premises for a period of 60 days after the refusal to dismantle and remove any and all fixtures, fitting, plant equipment and building materials

Prior encumbrances and interests include power and water main easements in favour of Northern Territory of Australia.

The Lessee must pay all rates, taxes or other outgoings regarding the leased land

The Lessee covenants to do the following:

- a. To pay rent, rates, charges and increases in charges to the Lessor or its duly authorised agents
- b. Use the land for the purposes substance misuse training, treatment and residential facilities
- c. To keep premises and immediate surroundings clean
- d. To comply with statutes, regulations, ordinances and by-laws, and pay associated penalties
- e. Shall not knowingly or suffer to be done anything that may prejudice or invalidate any insurance policies, and refund any increase premiums
- f. Shall not engage in annoying or injurious conduct; store or use chemical, inflammable liquids, acetylene gas or alcohol, explosive oils, compounds or substances in the premises with written consent of the Lessor
- g. Shall keep animals and pets under effective control and not cause undue disturbance to other occupants
- h. Take proper precautions to keep the premises free of rodents and vermin

- i. Provide written notice to Lessor and public authorities of any infectious illness; and notices from any statutory public or municipal authority regarding the premises
- j. Pay Lessors legal costs, expenses and stamp duty related to the preparation, registration, renewal consents, subletting, surrender and termination of the sublease
- k. Shall not assign or sublet without prior written consent of the Lessor
- l. To maintain a policy of public risk insurance for the premises and business carried on in the premises in the amount of \$2,000,000.00
- m. To indemnify Lessor from claims, demands, writs, summons, actions, suites, proceedings, judgments, orders, decrees, damages, costs, losses and expenses for damages caused by Lessee, Lessee's employees or visitors
- n. To not possess or act in a matter that may increase insurance premiums paid by the Lessor without written consent, and pay the increased insurance premium
- o. To comply with insurance requirements and be responsible for any damages cause by non-compliance
- p. To not hold Lessor responsible for injury, loss or damage suffered or sustained to any property or any person in or about the premises, except where it is cause be the negligence, deliberate acts or omissions of the Lessors, its servants or agents
- q. To indemnify the Lessor from and against all actions, claims, demands, losses, damages, costs and expenses arising from negligence, misuse, abuse by Lessee or any servant, agent, sub-tenant or any other person claiming through or under the Lessee; overflow or leakage of water into or from the premises; loss, damage or injury caused by any act, omission, neglect or default of by and/or the use of the premises by Lessee or any servant, agent, sub-tenant, contractors, subcontractors or invitees
- r. To keep the premises free and clear of liens, charges or encumbrances, other than those created by the Lessor or its successors in title
- s. Upon notice of Lessor, remove fittings, fixtures, plant equipment, shop fittings, stock-in-trade or other articles brought thereon by the Lessee
- t. In the event of compulsory acquisition of the premises or any part thereof, the Lessee shall not claim any compensation from the Lessor
- u. To consult with the Lessor in relation to the design and construction of any improvements proposed to the erected on the premises

The Lessor agrees to the following covenants:

- a. To provide tenant with quiet enjoyment of the land throughout the sublease term
- b. To pay rates and taxes assessed on or in respects of the premises that are not required to be paid by the Lessee

The sublease also addresses terms and conditions of default and termination in section 11 of the sublease.

Includes a notification letter from the Northern Territory of Australia Department of Lands and Housing (Dated 13 February 1992) of consent to the Sublease of Special Purposes Lease No. 463.

Level of Understanding

Owner – rights and responsibilities

There is a general level of understanding by the SPL/CL holders, but during consultations it was found that in many cases there was inactivity by the SPL/CL holder and/or there was limited capacity of the SPL/CL holder to drive change. This was found to be the main impediment to community development rather than any lack of understanding of rights and responsibilities as a SPL/CL holder.

Residents – understanding of lease arrangement

The level of understanding of residents was disparate – ranging from some having a sound understanding of the leasing arrangements and their rights/responsibilities, to others with a complete lack of understanding (for example, thinking they owned they house they lived in or considered that service providers were landlords with a right to deal with their tenancy of the house).

Compliance with lease conditions and legislation	There is no compliance monitoring undertaken in respect of Town Camp SPLs, so compliance with conditions are unknown.
Impediments in lease conditions and suggested amendments	Purpose of SPL is limited to Special Community Development. Recommend this be amended, if required, to the purpose consistent with the proposed use of the land.
Relevant legislation for land dealings; Legislative impediments; and Suggested amendments	<p>Associations Act (NT)</p> <p>Dealings with prescribed property require Ministerial consent. Recommend a streamlined/fast-track process for consent to ensure minimal delays to land dealings.</p> <p>Special Purposes Leases Act (NT)</p> <p>Section 9A – prohibition on subdivision. Recommend Act be amended to remove prohibition.</p> <p>Section 6(1) – dealings with the land require the Minister’s consent. Recommend a streamlined/fast-track process for consent to ensure minimal delays to land dealings.</p> <p>Recommend that the provisions of the Act are amended to reflect the same rights and obligations as crown lease holders have under the <i>Crown Lands Act</i> (NT).</p> <p>Planning Act (NT)</p> <p>Any proposed development on the land must comply with the <i>Planning Act, Regulations</i> and NT Planning Scheme.</p> <p>The zoning rules for Community Purposes are:</p> <ul style="list-style-type: none"> • The primary purpose of Zone CP is to provide for community services and facilities, whether publicly or privately owned or operated, including facilities for civic and government administration. • Design is expected to incorporate landscaping that will enhance the visual appearance of the development. The development of residential accommodation is to only be in association with and ancillary to the primary use of the land. <p>An application for the re-zoning of the land may be required where any potential development on the land is not consistent with these zone purposes.</p> <p>Stronger Futures in the Northern Territory Act 2012 (Cth)</p> <p>Section 34 – gives the Commonwealth broad powers to amend NT legislation relevant to Town Camps land, land dealings planning and infrastructure. Ideally, this section would be removed, however as this is Commonwealth legislation any changes are not at the NT Government’s discretion.</p> <p>Native Title Act 1993 (Cth)</p> <p>The <i>Native Title Act</i> is potentially relevant if section 47A applies to enliven any extinguishment of native title rights where the area is held expressly for the benefit of Aboriginal peoples and one or members of the claimant group occupy the area. Any potential native title rights and interests will need to be considered in greater depth prior to any prospective variations to the underlying tenure.</p> <p>Residential Tenancies Act (NT)</p> <p>Whilst not relevant to the current land dealings, if any form of long term residential leasing is considered akin to ‘home ownership’ then that form of leasing may require exemption from the <i>Residential Tenancies Act</i> (NT) if the legislative provisions are found to be at odds with the proposed long term leasing model (i.e. landlord’s obligation to repair, payment of rates and taxes, payment in advance and payment of a premium).</p>
Relevant legislation for lease holder	<i>Associations Act (NT)</i>

Level of support provided to lease holder and suggested amendments

No specific support for Aboriginal associations is provided by the Department of Business/Licencing NT and very limited support is provided in general to incorporated associations.

Recommend transfer to incorporation under the Corporations (Aboriginal and Torres Strait Islander) Act 2006 (Cth).

Municipal and essential infrastructure

Summary

The Knuckey Lagoon community is located east of Darwin CBD. The community consists of 19 buildings (including some non-residential dwellings), which are serviced by sealed and unsealed roads, sewer (septic tanks), water and electricity.

The status of the municipal infrastructure and services, being the sewerage, water supply, roads and road furniture, stormwater drainage, community structures, electrical supply and communication services were assessed in late 2016. No intrusive excavations or potholing of buried services were undertaken within the community. The condition of the above ground/visible services were assessed against a standardised rating, categorised as being in very poor, poor, good, very good or excellent condition.

Currently the municipal infrastructure at Knuckey Lagoon is generally in poor condition. The power and water infrastructure is generally in good condition, however the sewerage infrastructure and community structures are in very poor condition and the roads are in poor condition. A summary of the recommended maintenance works required can be found in the following section.

A desktop study was undertaken to assess the capacity of the existing infrastructure and to determine whether it meets current relevant requirements and standards. This assessment was based on available drawings and the condition assessments from the site inspections.

The sewer network does not comply with relevant standards since septic tanks are currently being used and the community is not connected to the town sewer. A new sewer network should be installed including a rising main, gravity main, a pump station, house connections, and all associated works. The existing septic tanks should also be decommissioned and removed.

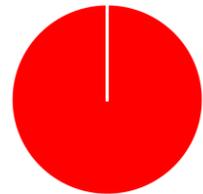
The water network generally does not comply with relevant standards as the diameter of the water main is too small. The capacity of the existing water main is not sufficient. It is recommended that the network is upgraded to a DN150 PVC looped water main. Water usage is proposed to be measured with a bulk water meter located at the community boundary. Additionally, residential lot water meters should be installed on the connection to each dwelling which will assist with bill distribution to residents and identifying any leaks in the internal network.

It is recommended that the roads are upgraded to two lane roads with footpaths and stormwater drainage, including kerbs and gutters, side entry pits, underground pipes, and culverts where required. A number of houses are currently not serviced by a formal road so it is recommended that a new road is built to provide access to all existing dwellings.

There was one area that appeared to be where a playground had been in the past. It is recommended that a playground is constructed in this area.

The electrical network generally complies with relevant standards and practices for private infrastructure but not with PWC standards. The calculated future maximum demand is within the total capacity of the substation on site. It is recommended that the site infrastructure be upgraded to PWC standards and that new street lighting is installed.

Sewerage infrastructure condition



Water infrastructure condition



Road infrastructure condition



Community structure condition



Electrical infrastructure condition



■ Very poor ■ Poor ■ Good ■ Very good ■ Excellent

Details of communications infrastructure are held by Telstra and were not provided for this report. The NBN rollout map confirms that NBN is available to residents via fixed telecommunications line on application to an appropriate NBN access provider.

The future demand analysis showed that two additional houses are required to provide permanent accommodation for residents that are currently living in non-house dwellings. The location of the two new houses is assumed to be close to the existing houses within the Town Camp, such that significant extensions of the services would not be required. The additional houses will require connections to sewerage, water supply and to the electrical network.

These recommendations are based on the site inspections and available data at the time. Further investigations/studies may be required for the engineering design of the upgrades. A detailed report can be found in Appendix B.

Recommended works

The following works, including maintenance to the existing infrastructure and upgrades to comply with relevant standards, are recommended for Knuckey Lagoon community;

Sewerage

- Requires full sewerage upgrade including:
- 800 m of rising main
- 650 m of gravity main
- Pump station
- House connections, manholes and other associated works
- Removal of septic tanks

Water supply

- Install new DN150 water main, approximately 1800
- Install new bulk water meter at community boundary
- Install up to 19 new residential lot meters
- Repaint one fire hydrant and clear debris from surrounding area
- Install three new fire hydrants

Road and road furniture

- Replace one traffic speed sign
- Clean three signs to erase graffiti
- General tidy up of road reserve approximately 920 m
- Fill and reseal approximately 10 potholes
- Repair edge breaks approximately 235 m
- Crack sealing 65 m²
- Construct new section of road to service houses in east section of Town Camp. Approximately 300 m required, however this will require further engineering design.

- It is recommended that the road is upgraded to a two lane network with all appropriate road furniture, line marking, kerbs, footpaths, etc.

Stormwater drainage

- Install new underground drainage network, including kerbs and gutters, side entry pits, headwalls and culverts and open drains as required.

Community structures

- Build new playground in what appears to be the location of a previous playground.
- Investigate the existing shade structure framework and if viable install new shade sail on it.
- Clearing and grubbing around playground.
- Installation of appropriate playground flooring for long term use.

Electrical services

- Replace three 70W street lights
- Replace 1x100kVA transformer
- Replace two electrical pit covers
- Replace one prepaid digital meter
- Replace twelve switchboards inside the metering panel
- Replace four switchboards associated to dwellings
- Install street lighting- approximately 71 poles

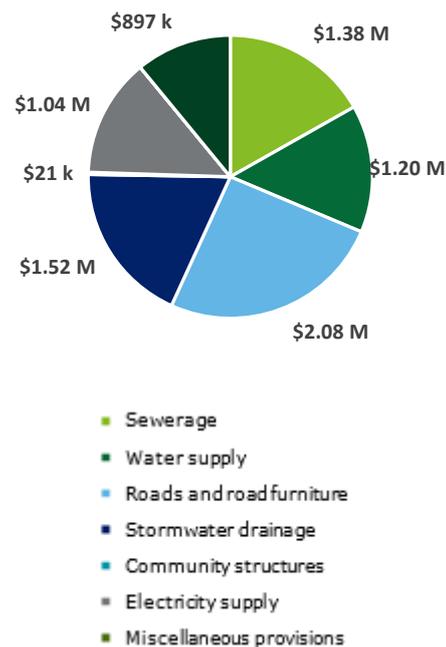
Communications

- No works are required because NBN is available to residents via fixed telecommunications line on application to an appropriate NBN access provider.

Cost estimates

The table below shows a summary of the cost estimates to undertake the maintenance required to fix the existing infrastructure, and to upgrade the existing network to meet current design standards. The costs associated with assessing the electrical network for the future number of houses has been incorporated in the upgrades to meet current design cost estimate. The estimates take into account a 30% contingency and are inclusive of GST.

Infrastructure	Maintenance of existing infrastructure	Upgrades to meet current design
Sewerage	\$ 0	\$ 1,379,000
Water supply	\$ 1,000	\$ 1,195,000
Roadworks	\$ 410,000	\$ 1,680,000
Stormwater drainage	\$ 0	\$ 1,516,000
Community structures	\$ 3,000	\$ 18,000
Electrical	\$ 111,000	\$ 1,003,000
Communications	\$ 0	\$ 0
Miscellaneous provisions	\$ 73,000	\$ 824,000
Total (including GST)	\$ 598,000	\$ 7,615,000
Grand total	\$ 8,213,000	



The cost estimates are a preliminary estimate only. Since Aurecon has no control over the cost of labour, materials, equipment or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Aurecon cannot guarantee actual costs will not vary from these estimates.

Housing

Introduction

Knuckey Lagoon was surveyed on the 18th of November 2016. While 18 funded dwellings¹⁷ were identified by the client, all 18 houses were identified on site. Although some residents were not home, 13 of the structures were surveyed internally and externally. 1 house was surveyed externally.

Current state of play

Housing summary and condition

The housing stock is aging with majority over 20 years old. 57% of the houses were considered to be of an average condition and 29% were considered in very good condition. This rating does not take into account the cleanliness of the residences and it doesn't mean they comply with the residential tenancy act. 5 of the houses have been constructed in blockwork. The other houses are framed structures on a concrete slab with sheet metal roofing material.

Urgent and immediate issues

Refer to the individual housing reports in the appendices for evident WHS or OHS issues and urgent and immediate repair issues. When urgent and immediate issues were identified during an inspection, tenants were advised to raise the issues with the relevant service provider.

Hygiene and cleanliness of the residences were identified as a significant issue in the inspected houses. The conditions are unsanitary and are likely to manifest in any number of health problems.

Smoke alarms

Of the houses surveyed internally in Knuckey Lagoon 2 were identified as having non-serviceable smoke alarms.

Flooding

Anecdotally 10 of the houses in Knuckey Lagoon are said to flood.

Visitors

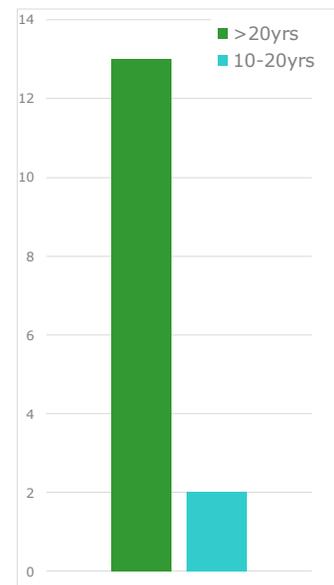
Of the dwellings to which we were permitted to access only a few had visitors ranging from 1 to 4 visitors. A residence with 5 visitors was a 3-bedroom home with 4 permanent residents, resulting in 3 people per room and 9 people per toilet which would present significant strain on the amenities. The office and the art centre had 10 and 15 people living in them respectively. These buildings did not have the appropriate amenities to accommodate the volume of people residing in them.

Overcrowding

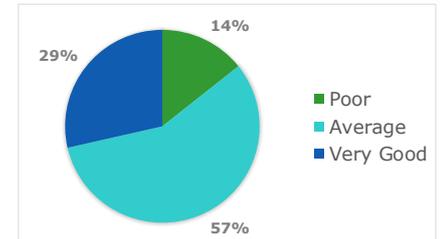
The surveys revealed that overcrowding is a result of transient populations and not the permanent residents that exist within the Town Camp.

Amenities

A snap shot of the community shows that on average there are 1.4 residents per bedroom and 3.9 per toilet. Individual houses analysis shows a maximum recorded occupancy of 2 people per room and maximum of 4 people per toilet.



Knuckey Lagoon – Age of Housing Stock



Knuckey Lagoon - Condition Summary

¹⁷ A list of funded dwellings, provided by the client, has been included in the appendices.

These would generally be considered suitable however during periods of high visitation these values would differ.

Disabilities

Of the residents recorded 3 were listed as having disabilities living in 2 houses. No houses were recorded as having grab rails and one house in the community had a ramp.

Asbestos

As many of houses were reported to be over 20 years old the presence of asbestos is likely.

Security

Of the houses we gained access to, 7 did not have serviceable doors and 5 did not have serviceable windows. 6 of the houses in Knuckey Lagoon were surrounded by a fence and most were in an average condition.

Recommended Works

Although the houses in Knuckey Lagoon range from poor to very good condition the cleanliness of the properties presents a serious concern from a health and wellbeing perspective. It is proposed that all existing housing stock be refurbished or renovated to meet the standards of the Residential Tenancy Act. Once the houses have been brought to standards a maintenance plan needs to be implemented to prevent the standards from dropping below an acceptable limit.

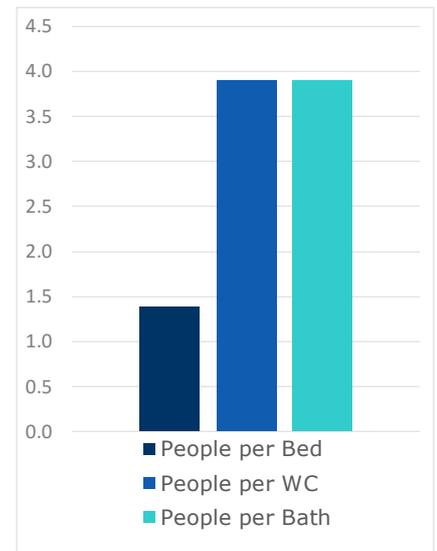
The estimated cost to upgrade the current housing assets in Knuckey Lagoon to meet the standards of the Residential Tenancy Act, is \$1,823,982. This includes margins, adjustments and GST. Refer to Appendix C for the complete costing report.

It has been identified that, in addition to the current housing stock, 2 additional new houses are required to accommodate the permanent Town Camp residents. The estimated cost for the new houses is \$1,320,304.

Asbestos recommendations

We highly recommend that a specific asbestos inspections be performed to ensure the safety of residents.

For future works or maintenance contractors should be made aware there is a likely presence of asbestos before commencing any works to residences that were constructed prior to it being banned for use in the building industry. Contractors should refer to the HOW TO MANAGE AND CONTROL ASBESTOS IN THE WORKPLACE Code of Practice published by Safe work Australia. It is recommended that the materials be identified and houses labelled with appropriate warnings, as occupants and trespassers of the dwellings have been engaged in destructive activities that have disturbed the materials such as pulling down ceiling linings and pulling up asbestos floor tiles.



Knuckey Lagoon - Amenities

Economic development

<p>Social issues and themes voiced by residents</p>	<ul style="list-style-type: none"> • Houses are in poor condition • Drinking and violence • Overcrowding • Substance abuse • Welfare dependent community • Multiple cultural groups
<p>Economic Development Opportunities</p>	<p>There is extensive economic opportunity at Knuckey Lagoon due to its location within the Darwin township. A strategic plan was developed in 2009 with a local Indigenous provider of Employment and Economic Services, however there has been little follow up or measurable outcomes. There needs to be support and training to both Indigenous employees and non-Indigenous employers to ensure lasting transition into employment.</p> <p>The proximity of Knuckey Lagoon to a wide variety of employment present an opportunity for future employment prospects. There appears to be a good relationship with Yilli Rreung Housing Aboriginal Corporation which has the potential to present pathways to economic integration with the appropriate long term investment and support. There needs to be support and training to both Indigenous employees and non-Indigenous employers to ensure lasting transition into employment.</p> <p>In order to develop more comprehensive employment opportunities we recommend that funding and private development contracts should include enforceable training and Indigenous employment clauses with set parameters to impart lasting skills onto local residents.</p> <p>For detailed rationale and recommendations see the Economic Development section of the report.</p>
<p>Economic Aspirations</p>	<p>The residents of Knuckey lagoon are in different stages of transition. Overall there is little desire from residents to engage in economic participation. Residents have expressed desires for a locally run cultural centre to sell arts and crafts to the public. Furthermore several residents desired the employment of Town Camps residents to provide service delivery.</p> <p>The lease is held by Aboriginal Development Foundation (ADF) who are seen by residents as an absent landlord. The Town Camps service provider Yilli Rreung Housing Aboriginal Corporation is looking to take over the lease with the intention of building affordable housing in Knuckey Lagoon.</p>
<p>Investment Opportunities</p>	<p>Any private investment requires certain criteria to be filled before investment opportunities will realistically be pursued. This criteria includes:</p> <ul style="list-style-type: none"> • Certainty of ownership • Commercially viable income streams • Active market for any equity interests <p>When the above criteria is satisfied financial institutions and investors are in a position to provide financial and investment opportunities.</p> <p>The Knuckey Lagoon Town Camp currently does not meet the criteria for private investment opportunities into housing or infrastructure. The land and leasing structure provides no certainty of ownership. The difficulties in obtaining contributions from residents' means that potential income streams are not commercially viable. The leasing structure also makes active markets for any equity interest highly unlikely.</p> <p>It is unlikely that there will be private sector investment until there are changes that impact upon the above criteria.</p>
<p>Home Ownership Opportunities</p>	<p>Currently, there are no pathways to home ownership for residents within Knuckey Lagoon. Yilli Rreung Housing Aboriginal Corporation has outlined a parcelling land into individual lots for Town Camps residents but this has not occurred.</p> <p>Currently the land and leasing structure makes it challenging for even the most informed organisations to successfully secure subleasing let alone individual residents. Further there</p>

are a number of additional considerations that need to be made prior to any lease amendments. For specific considerations and recommendations regarding the leasing structure refer to the Land Tenure, Leasing and Legislation summary above.

Aside from the leasing structure there are a range of economic constraints that further restrict a pathway to home ownership for residents. Within Town Camps there is limited financial contributions by residents and limited control over tenancies. This provides minimal incentives to invest or purchase a house and as such results in there being no active market for Town Camps houses, which further dis-incentivises investment. For specific consideration of establishing a pathway to home ownership see the Economic Development section of the report.

Governance

Governance Structure The governance structure is shrouded in uncertainty. The original leaseholder the Aboriginal Development Foundation Incorporated is often viewed as an absent landlord which has increased the demand on Yilli Rreung Housing Aboriginal Corporation from a variety of stakeholders. This is also blurring the lines of responsibility and making decision making difficult. No other lease currently exists in relation to the land. Funding is provided by the Northern Territory Government to Yilli Rreung Housing Aboriginal Corporation for the provision of essential services and repairs and maintenance to the Town Camps.

This governance structure is characterised by confusion and unnecessary complication that does not afford residents the ability to control their own space and the assets located within the Town Camp. It is recommended that the leasing structure be simplified by empowering Town Camps residents to take control of their own space through the formulation of a regional body representative of the Town Camps residents. This can enable the design and implementation of sustainable maintenance programs.

It would then be appropriate for this regional body to use the funding to employ service providers that provide tenancy management, repairs, maintenance, municipal services and essential services. All of the governance and service providers need to have a clear connection to the local communities in order for them to be effective.

It is recommended there is the creation of a Central NT Government Division which assists with advice and the distribution of government funding to the regional body. The Central Division would provide support, oversight and governance for the regional body.

For detailed rationale and recommendations see the Governance section of the report.

Service Delivery Payment Arrangements

Yilli Rreung Housing Aboriginal Corporation acts as the property manager and enters into tenancy agreements with Town Camp residents.¹⁸ Yilli Rreung has no authority or legal basis to evict residents for breaches of the tenancy agreements. This authority rests with the leaseholder

Yilli Rreung Housing Aboriginal Corporation issues rental statements to residents on a per house basis, every 6 months, on request or whenever the tenant is in arrears.¹⁹

Payments of rent are made primarily through Centrelink deductions (approximately 80% of tenants pay via this method). In other cases rent can be collected via cash payments, EFT payments, basic card payments and direct deposit.

Overall approximately 75% of tenants are currently contributing to the fees that are being charged. This is often 5 or 6 people contributing per house.²⁰

Essential Services Payment Arrangements

All houses serviced by Yilli Rreung Housing Aboriginal Corporation have power card meters that allow residents to pay directly for the power they use.²¹ Water costs are included in the resident's fortnightly rental payments. The municipal and essential services grant covers the remainder of water and sewerage costs.

¹⁸ This information was provided in consultation with the Chief Executive Officer of Yilli Rreung Housing Aboriginal Corporation

¹⁹ This information was provided in consultation with the Chief Executive Officer of Yilli Rreung Housing Aboriginal Corporation

²⁰ This information was provided in consultation with the Chief Executive Officer of Yilli Rreung Housing Aboriginal Corporation

²¹ This information was provided in consultation with the Chief Executive Officer of Yilli Rreung Housing Aboriginal Corporation

Palmerston Town Camp

Current State

March 2017

Legend

- Excellent
- Very Good
- Good
- Poor
- Very poor

Legal and Legislative



Housing



Infrastructure



Economic Opportunity



Governance



Details

Region Darwin
Lease Special Purposes Lease 578 (in perpetuity)
Purpose Aboriginal Communal Living

Governance Structure

- Leaseholder:** Aboriginal Development Foundation Incorporated
- Tenancy:** Yilli Rreung Housing Aboriginal Corporation
- Maintenance:** Yilli Rreung Housing Aboriginal Corporation
- Service Delivery:** Yilli Rreung Housing Aboriginal Corporation

Current number of Houses



Number of residents per room



Average number permanent residents per room not including visitors

Recommendations

Legal and Legislative

Empower Town Camp residents by modifying the current lease type and purpose to enable wider uses of the land

Housing



Number of replacement houses



Cost of replacement houses
\$0



Deferred Maintenance Cost
\$752,581

Infrastructure

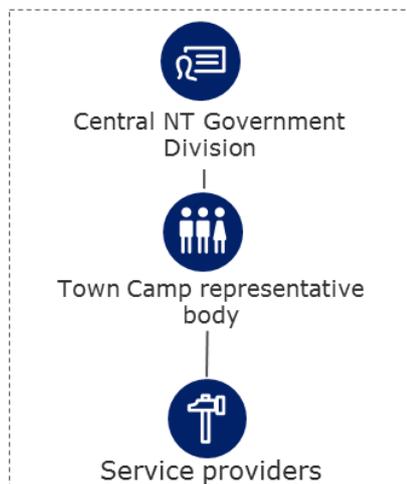


Deferred Maintenance Costs
\$118,000



Cost to meet Design standard
\$1.59m

Governance



Economic development opportunities



Town Camp Services



Pooled Employment Services



Individual Employment



Indigenous Business

Costing estimates are a preliminary estimate only. Actual prices may be different to those used to prepare estimates. There is no guarantee that the works can or will be undertaken at the estimated price. Housing and Infrastructure colour indicators are based on the average condition of the assets assessed and does not take into account the cost to meet infrastructure design standards.

Palmerston Town Camp

Executive summary

Land	Special Purposes Lease 578 in perpetuity owned by Aboriginal Development Foundation Incorporated
Service Provider	Yilli Rreung Housing Aboriginal Corporation
Findings	<ul style="list-style-type: none"> • There is no compliance monitoring undertaken in respect of Town Camp special purpose leases • The purpose of the special purpose lease restricts the use of land to a Communal Settlement • Currently the municipal infrastructure at Palmerston is generally in a good condition. • The water and electrical network does not comply with relevant standards • Estimated maintenance costs required for existing infrastructure is circa \$118,000 • Estimated costs of infrastructure upgrades required to meet current design standards is circa \$1.59 million • Majority of housing stock was over 20 years old with 56% of housing considered average and below • The estimated cost to upgrade the current housing assets to meet the standards of the Residential Tenancy Act, is \$752 thousand • Economic development opportunities are extensive due to the Town Camps location • Overall there is little desire for residents to go out into the mainstream workforce • There is limited local governance representative of the Town Camps residents • There is currently no established pathway to home ownership
Recommendations	<ul style="list-style-type: none"> • The purpose of the lease be amended, to allow wider uses of the land • The Special Purposes Leases Act should be amended to remove prohibition on subdivision • A process should exist for streamlined ministerial consent for dealings with the land • A summary of the recommended maintenance works required can be found in the works section below • All existing housing stock should be refurbished or renovated to meet the standards of the Residential Tenancy Act. • Tenancy and asset maintenance plans should be developed and implemented to improve asset durability and to decrease maintenance costs • To address limited governance, it is recommended that both a Central NT Government Division and Town Camp regional body be created. The regional body should be representative of the Town Camps residents and Incorporated under the Corporations (Aboriginal and Torres Strait Islander) Act 2006 (Cth) • Funding and private development contracts should include enforceable training and Indigenous employment clauses with set parameters to impart lasting skills onto local residents • Invest in public housing in areas with the economic capacity to support to the development of residents in transition

Resident consultation and visioning statement

This is a summary of the outcome of the consultation process with local residents about the place, space and interface, including the resident's vision for the Town Camp. This is a direct community narrative, completed in the Town Camps visioning process which does not necessarily reflect the technical and governance data captured in this report.

Place

Palmerston Indigenous Village (PIV) is located partially in the Litchfield Shire and partly in the Palmerston Council town boundary. The land is held in a Special Purpose Lease by the Aboriginal Development Foundation (ADF), an organisation which was instrumental in the early transition of the site from a very basic squalid camp to the Aboriginal urban living space it is today. At the time of ADF's involvement the conditions in which people were living were extremely poor. The camp which was known either as 15 Mile or Pine Forest had probably been occupied since the late 1950s. The establishment of a forestry industry, with plantations in the Howard Springs area, on the Tiwi Islands, on the Coburg Peninsular and at Maningrida, required the engagement of Aboriginal people in these areas as labourers and mill workers. The Headquarters for the Forestry Department was at Howard Springs. Aboriginal people who had a connection to the forestry industry began camping in the area near 15 Mile Creek whenever they came to town. This camp existed in a precarious state for 20 years until ADF formalised its existence through a SPL granted in the early 1980s. It has existed in its current substandard condition for over 30 years.

The first residents in the camp tended to be people from Maningrida and Coburg Peninsular who had difficulties with alcohol. Even though some families lived there, sexual abuse of young girls was ongoing and eventually a number of young girls were removed by Welfare Authorities. The intervention by ADF provided an opportunity for some pressure to be brought to bear on Government to address what had become an unsustainable and disgraceful situation. As with all ADF dwellings the initial houses were rudimentary steel framed corrugated iron sheds with mesh walls in many cases and these are still lived in 30 years on. The tenants describe them as chicken coops. Despite the sub-standard living conditions however, the people tend to be both attached too and proud of their status as PIV residents.

There are a number of advantages to living at PIV. The residents are close to the Palmerston shopping hub, the Health precinct, and Public Transport, so shopping and being seen by a doctor are not a major journey. There is a bus stop outside the village on the Stuart Highway and residents can often be seen waiting for Taxi buses or private and public transport. The village backs on to a significant area of natural bushland, at the moment, and this has always been used as a buffer. The realignment of the Stuart Highway has increased the visibility but an earthen mound provides some privacy. The construction of the new Palmerston Hospital and other development in the area, such as the VIVO bus terminal, may put pressure on the community by increasing the level of public scrutiny.

There are of course disadvantages living so close to liquor outlets, and being identified as a location where Aboriginal people can find refuge or be offloaded when they cause trouble in Palmerston and have no fixed place of abode. Residents complained about the level of drunkenness and violence, caused they say mostly by outsiders, and a community leader complained that Police often

drop Palmerston troublemakers on the edge of the community to get them out of Palmerston. The lack of involvement by the Litchfield Shire Council (50% of the lease is within their boundary) and the minimal involvement by Palmerston Council (50% of the lease is within their boundary), means that the community does not receive the same level of services that other residents in these local government areas do. Neither do they pay rates, and as ADF is currently not responding to requests for discussions, the issue about whether anyone collects rates is unresolved.

ADF, though the holder of the lease on which Palmerston Indigenous Village is located, is no longer involved with day to day management of any of the Town Camp communities whose leases they hold. Housing and municipal services are now being undertaken by Yilli Rreung Housing, an Aboriginal organisation who provide similar services into all the Darwin Town Camp communities and into Amangal at Adelaide River. Though Yilli Rreung, in their submission to the Inquiry into Housing and Maintenance on Town Camps, present a positive view of the services they provide, this is not supported by residents' responses to questions about timeliness of requests for repairs. Yilli is in a difficult position and inherited a difficult environment in which to operate.

- It has no authority to operate, beyond a willingness by the tenants to accept them as the service provider, demonstrated by leases which have doubtful legality
- The Town Camp communities have had a chequered history in relation to paying rent and the housing stock Yilli inherited requires much more of an investment than rent and any current government subsidy can provide, if it is to be brought up to some minimum standard
- The tenants have little understanding of their responsibilities in living in public housing
- The tenants are wanting a better standard of housing than they currently have, and Yilli's view in their submission that only a small percentage of houses are in poor condition with most being in fair condition is not the view of the residents.

Space

The houses at PIV are of mixed construction, with most being constructed from masonry blocks and the remaining 5 that were built in the ADF days, being of steel frame, corrugated iron and with steel mesh external walls. These are referred to by residents, and in various newspaper articles that over the past couple of years have directed a National focus on PIV and One Mile Dam Town Camp communities, as "chicken coops". The houses generally are in need of major renovation. Some of the work that needs to be done is cosmetic, painting, kitchen cupboards, floor coverings, etc., and some structural. The houses for example have kitchens but lack stoves. They only have bench-top cooking, and many residents say that want a proper stove. The original ADF houses reflect the particular view at the time, not necessarily incorrect, of Town Camps being places of transition. The management of ADF often expressed the view that long-term residence in a Town Camp was not what people should aspire too, and that the intention of the housing model was to prepare people for transition into mainstream Public Housing. The model was poorly applied, under resourced, and not maintained long enough for it to have any chance of success.

Aboriginal housing, in both remote areas and Town Camps, has always been subject to the current housing policy of the Government of the day, and at

various times in the past 50 years this policy has not aligned with the policy and long-term strategy of the on the ground Housing provider, usually an Aboriginal organisation. In Palmerston Indigenous Village and Knuckey Lagoons in particular, ADF was proud of the houses they built and how much they had improved the lives of residents. They were only the beginning of a process however, but poor governance, changing policy, and criticism by other organisations, saw funding to ADF cut and the transitional building program ceased. The temporary houses become permanent and have been lived in for 30 years, well beyond any expectation that ADF had. The challenge for PIV is to be able to take some control over how housing is delivered and managed into their community. This would align with their goals in the Shared Responsibility Agreement they signed in 2016. If, as they say, they are not happy with the current housing model then they need to step up and become more active participants in the process.

Interface

At the moment most of the residents are on full-time welfare benefits and do not participate actively in either the Palmerston or Greater Darwin economies. They are the recipients of a number of services from Aboriginal organisations, and even the Palmerston Council operates an animal management program that focuses on dogs. Various crisis intervention organisations also provide services. PIV entered into a Shared Responsibility Agreement (SRA) with the Federal Government (Department of the Prime Minister in Cabinet) that they were told would deliver housing and general living improvements into their community. The document has no action plans, time lines, or resources allocated to it, and is in reality a series of "motherhood" statements that will not provide the community with any means of achieving the aspirations it identifies. The document is an exact replica of a document developed for Amangal community at Adelaide River. Documents such as these that supposedly will produce concrete outcomes, but have no mechanisms to do so, are part of the reason Aboriginal people have little faith in the Government's stated intentions of delivering any outcomes to them.

PIV is a classic example of a disempowered community waiting for someone to come and save them. The main decision maker in the community was identified for, and completed, an Aboriginal Community Leadership Program funded by the Department of the Prime Minister in Cabinet. The main decision maker at Knuckey Lagoons also completed this training. While it has increased their sense of their own personal importance, it has also increased their stress levels as there appear to be no structured mentor program, or support framework, to help them work on implementing change. If these men have the capacity to drive change then they need the support to do so, otherwise all that has happened is that their level of helplessness is enhanced.

Vision

The visions of the residents at PIV, as in most Town Camp communities are simple. They want a proper house to live in that will provide safety and security and allow them to have some control over how the house is managed. Some of the residents, especially the small leadership cohort has had the opportunity to explore what else might be possible. Without clear strategies to achieve goals however they just become day dreams. The SRA has set some aspirational goals that could be worked on and made more concrete and realistically achievable. These are:

- Support pathways that build capacity and increase access to real jobs and business opportunities.

- Support pathways that sustain school attendance, improve educational performance and build capacity to move into higher education.
- Support pathways that embrace the richness, strength, pride, respect and responsibility for culture to maintain safety, wellbeing, balance and harmony
- Support pathways that build capacity to responsibly manage our affairs and communicate our local voice, opinions and aspirations.
- Support pathways that build capacity and maximise our participation in the improvement and sustainability of our modern-world community infrastructure.

For respondents in this review their visions were more concrete. E.g.

- We want the community to be more like the town and maybe have a shop that employs local people or an Arts Hub
- They want a better Police presence and a quicker response time
- They have no storage in their houses and a small garden shed would be good
- The power boxes are dangerous because the children play with them
- For employment they think they could be trained as fruit pickers
- Develop a cultural centre where we can make and sell Arts and Crafts
- They want fencing to make their yards safer and more secure
- The community needs better roads, curbing, street lighting, and speed bumps to slow drivers down
- Revamp infrastructure, maybe a community hall or a media hub.
- Yilli should screen people properly before they give them a house in our community to make sure they are not going to cause trouble.

Land Tenure, Leasing and Legislation

Owner	Aboriginal Development Foundation Incorporated
Location	71 Howard Springs Road, Johnston, Darwin
Land	Lot 1168 Town of Palmerston; CUFT Vol 194 Fol 074
Type of Tenure	Special Purpose Lease 578 (in perpetuity)
Commencement date SPL/CL	29 August 1983
SPL/CL Purpose	Aboriginal Communal Living
Planning scheme zone	CL (Community Living)
Summary of Land Dealing Documents	<p>1. Special Purposes Lease 578</p> <p>Search certificate lists the following dealings:</p> <ul style="list-style-type: none"> • Easement: Power line Easement to Power and Water Authority • Statutory Notice – Prescribed Property – Section 26A Associations Incorporation Act (Date Registered: 10 October 1996, Dealing No.: 361644) <p>Grant of a special purpose lease for Lot 1168 Town of Palmerston (8 hectares 4000 m²) from the Minister for Lands and Housing to the Aboriginal Development Foundation Inc. in perpetuity for an annual rent of 10 cents, if and when demanded by the Minister with the following reservations:</p> <ul style="list-style-type: none"> • A right of entry and inspection on and/or part of leased land and improvements in favour of the Minister, or officer authorised in writing, at all reasonable times and in any reasonable manner • All minerals and mineral substances in or on leased land and right to authorise any persons entering upon the land to mine, work for, win, recover and remove them or any of them and to do all things necessary or convenient for those purposes • A power of resumption • A right of entry and inspection for the purposes of providing and maintaining water, sewer, electricity and other services on the leased land or on other lands <p>Provisions include purpose of lease, annual rent, late rental fees, forfeiture liabilities, compliance with covenants and conditions and right to surrender lease.</p> <p>Lessee covenants include duty to pay rent, rates and taxes for leased land; use land for intended purposes specified in the lease; construction of improvements; provide landscaping and screening to the frontage to the proposed Stuart Highway; non-removal and destruction of mature trees except per development plan approval; provide and maintain (to specified standards) facilities for every two community shelters; maintain and repair improvements, buildings and erections; and compliance with applicable legislation, regulation and approved plans and specifications.</p> <p>The following encumbrances are referred to:</p> <ul style="list-style-type: none"> • Any easements, rights, powers or privileges for the purpose of powerline required by the Northern Territory of Australia <p>2. Memorandum for Purposes of Statutory Restrictions Notice (Date Lodged: 10 October 1996, Dealing No. 361644)</p> <p>Provides notice of statutory authority restriction per s 26A (Prescribed Property) <i>Associations Incorporation Act</i> for Lot 1168 Town of Palmerston (Volume 194, Folio 074, Plan S83/113).</p>

<p>Level of Understanding</p>	<p>Owner – rights and responsibilities</p> <p>There is a general level of understanding by the SPL/CL holders, but during consultations it was found that in many cases there was inactivity by the SPL/CL holder and/or there was limited capacity of the SPL/CL holder to drive change. This was found to be the main impediment to community development rather than any lack of understanding of rights and responsibilities as a SPL/CL holder.</p> <p>Residents – understanding of lease arrangement</p> <p>The level of understanding of residents was disparate – ranging from some having a sound understanding of the leasing arrangements and their rights/responsibilities, to others with a complete lack of understanding (for example, thinking they owned they house they lived in or considered that service providers were landlords with a right to deal with their tenancy of the house).</p>
<p>Compliance with lease conditions and legislation</p>	<p>There is no compliance monitoring undertaken in respect of Town Camp SPLs, so compliance with conditions are unknown.</p>
<p>Impediments in lease conditions and suggested amendments</p>	<p>Purpose of SPL is limited to Aboriginal Communal Living. Recommend this be amended, if required, to the purpose consistent with the proposed use of the land.</p>
<p>Relevant legislation for land dealings; Legislative impediments; and Suggested amendments</p>	<p>Associations Act (NT)</p> <p>Dealings with prescribed property require Ministerial consent. Recommend a streamlined/fast-track process for consent to ensure minimal delays to land dealings.</p> <p>Special Purposes Leases Act (NT)</p> <p>Section 9A – prohibition on subdivision. Recommend Act be amended to remove prohibition.</p> <p>Section 6(1) – dealings with the land require the Minister’s consent. Recommend a streamlined/fast-track process for consent to ensure minimal delays to land dealings.</p> <p>Recommend that the provisions of the Act are amended to reflect the same rights and obligations as crown lease holders have under the <i>Crown Lands Act</i> (NT).</p> <p>Planning Act (NT)</p> <p>Any proposed development on the land must comply with the <i>Planning Act, Regulations</i> and NT Planning Scheme.</p> <p>The zoning rules for Community Living zone are:</p> <ul style="list-style-type: none"> • The primary purpose of Zone CL is to provide for community living. • Residential accommodation may be temporary or permanent. • There may be non-residential facilities for the social, cultural and recreational needs of residents. <p>An application for the re-zoning of the land may be required where any potential development on the land is not consistent with these zone purposes.</p> <p>Stronger Futures in the Northern Territory Act 2012 (Cth)</p> <p>Section 34 – gives the Commonwealth broad powers to amend NT legislation relevant to Town Camps land, land dealings planning and infrastructure. Ideally, this section would be removed, however as this is Commonwealth legislation any changes are not at the NT Government’s discretion.</p> <p>Native Title Act 1993 (Cth)</p> <p>The <i>Native Title Act</i> is potentially relevant if section 47A applies to enliven any extinguishment of native title rights where the area is held expressly for the benefit of Aboriginal peoples and one or members of the claimant group occupy the area. Any potential native title rights and interests will need to be considered in greater depth prior to any prospective variations to the underlying tenure.</p>

Residential Tenancies Act (NT)

Whilst not relevant to the current land dealings, if any form of long term residential leasing is considered akin to 'home ownership' then that form of leasing may require exemption from the *Residential Tenancies Act (NT)* if the legislative provisions are found to be at odds with the proposed long term leasing model (i.e. landlord's obligation to repair, payment of rates and taxes, payment in advance and payment of a premium).

Relevant legislation for lease holder *Associations Act (NT)*

Level of support provided to lease holder and suggested amendments No specific support for Aboriginal associations is provided by the Department of Business/Licensing NT and very limited support is provided in general to incorporated associations.
Recommend transfer to incorporation under the Corporations (Aboriginal and Torres Strait Islander) Act 2006 (Cth).

Municipal and essential infrastructure

Summary

The Palmerston Indigenous Village (or Palmerston Town Camp) community is located south-east of Darwin CBD. The community consists of 17 dwellings, which are serviced by a formal two lane road, sewer, water and electricity.

The status of the municipal infrastructure and services, being the sewerage, water supply, roads and road furniture, stormwater drainage, community structures, electrical supply and communication services were assessed in late 2016. No intrusive excavations or potholing of buried services were undertaken within the community. The condition of the above ground/visible services were assessed against a standardised rating, categorised as being in very poor, poor, good, very good or excellent condition.

Currently the municipal infrastructure at Palmerston Town Camp is generally in good condition, however the accessible water infrastructure and community structures were generally in a poor condition. A summary of the recommended maintenance works required can be found in the following section.

A desktop study was undertaken to assess the capacity of the existing infrastructure and to determine whether it meets current relevant requirements and standards. This assessment was based on available drawings and the condition assessments from the site inspections.

The sewer network generally complies with relevant standards however the network is not connected to the town sewer. The sewer network has sufficient capacity for the current number of houses. A new internal DN150 PVC gravity main, pump station and rising main connected to the external town sewer are recommended to comply with relevant standards and ensure sufficient capacity.

The water network generally complies with relevant standards and has sufficient capacity. It is recommended that a dead end in the network is upgraded by extending with DN150 PVC to reconnect with the water mains creating a loop rather than a dead end. Water usage is proposed to be measured with a bulk water meter located at the community boundary. Additionally, residential lot water meters should be located on the connection to each dwelling which will assist with bill distribution to residents and identifying any leaks in the internal network.

It is recommended that the roads are upgraded to two lane roads with footpaths and stormwater drainage, including kerbs and gutters, side entry pits, underground pipes, and culverts where required.

The community structures at Palmerston Indigenous Village included a basketball court in good condition, and a playground in poor condition. Some minor maintenance and upgrades works are recommended.

The electrical network generally complies with relevant standards and practices for private infrastructure but not with PWC standards. The calculated maximum demand is within the total capacity of the substation on site. It is recommended that the site infrastructure be upgraded to PWC standards.

Details of communications infrastructure are held by Telstra and were not provided for this report. The NBN rollout map confirms that NBN is available to residents via fixed telecommunications line on application to an appropriate NBN access provider.

Sewerage infrastructure condition



Water infrastructure condition



Road infrastructure condition



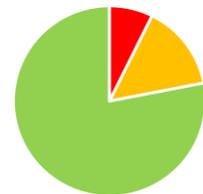
Stormwater drainage condition



Community structure condition



Electrical infrastructure condition



Very poor Poor Good Very good Excellent

As no new developments are currently planned for the community, there are no additional upgrades for any type of infrastructure required to cater for future demand.

These recommendations are based on the site inspections and available data at the time. Further investigations/studies may be required for the engineering design of the upgrades. A detailed report can be found in Appendix B.

Recommended works

The following works, including maintenance to the existing infrastructure and upgrades to comply with relevant standards, are recommended for Palmerston Town Camp:

Sewerage

- 1200 m of DN150 PVC rising main
- New sewage pump station

Water supply

- Replace seven taps
- Extend water main with DN150 PVC creating a loop. Approximately 150m
- Install bulk water meter at community boundary
- Install up to 15 new residential lot water meters

Roadworks

- General clean of 390 m of road reserve
- Repair 10 m² of cracks on pavement surface
- Repair 30 m of edge breaks
- Cleaning of 390 m of kerbs
- It is recommended that the road is upgraded to a two lane network with all appropriate road furniture, line marking, kerbs, footpaths, etc.

Stormwater drainage

- Two side entry pits are unblocked (currently blocked 90 – 100%)
- Seven side entry pits are unblocked (currently blocked 10 – 40%)

Community structures

- Repaint areas of faded paint and graffiti on playground
- Repaint basketball court lines
- General clean of playground and basketball court
- Shade structure over the existing playground
- Install nets on basketball rims
- Landscape maintenance of both basketball court and playground.

Electrical services

- Replace three 80W street lights.
- Replace three switchboards inside the metering panel
- Replace two switchboards associated to dwellings

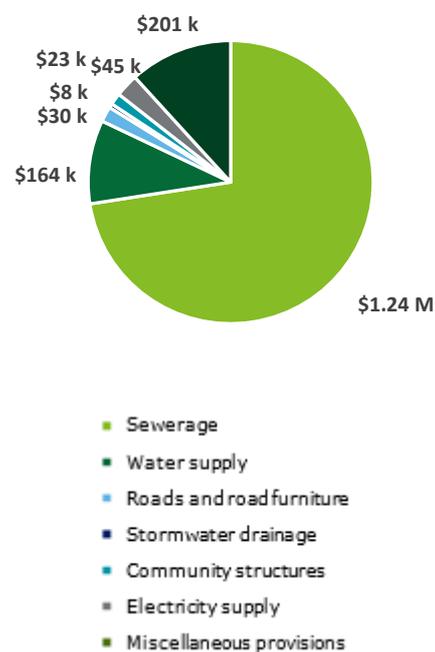
Communications

- No works are required because NBN is available to residents via fixed telecommunications line on application to an appropriate NBN access provider.

Cost estimates

The table below shows a summary of the cost estimates to undertake the maintenance required to fix the existing infrastructure, and to upgrade the existing network to meet current design standards. The estimates take into account a 30% contingency and are inclusive of GST.

Infrastructure	Maintenance of existing infrastructure	Upgrades to meet current design
Sewerage	\$ 0	\$ 1,244,000
Water supply	\$ 2,000	\$ 162,000
Roadworks	\$ 30,000	\$ 0
Stormwater drainage	\$ 8,000	\$ 0
Community structures	\$ 12,000	\$ 11,000
Electrical	\$ 45,000	\$ 0
Communications	\$ 0	\$ 0
Miscellaneous provisions	\$ 21,000	\$ 180,000
Total (including GST)	\$ 118,000	\$ 1,597,000
Grand total	\$ 1,715,000	



The cost estimates are a preliminary estimate only. Since Aurecon has no control over the cost of labour, materials, equipment or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Aurecon cannot guarantee actual costs will not vary from these estimates.

Housing

Introduction

Palmerston Town Camp was surveyed on the 11th of November 2016. Of the 20 funded dwellings²² identified by the client, 17 were identified on site. 16 houses were surveyed.

Current state of play

Housing summary and condition

Majority of housing stock was over 20 years old. 38% were considered a very good standard and 6% were excellent whilst 25% was considered very poor. This rating does not take into account the cleanliness of the residences and it doesn't mean they comply with the residential tenancy act. Approximately half the houses have been constructed in blockwork whilst the other half are steel framed tin structures. All are individual detached dwellings built on a concrete slab with sheet metal roofing material.

Urgent and immediate issues

Refer to the individual housing reports in the appendices for evident WHS or OHS issues and urgent and immediate repair issues. When urgent and immediate issues were identified during an inspection, tenants were advised to raise the issues with the relevant service provider.

Hygiene and cleanliness of the residences were identified as a significant issue in the inspected houses. The conditions are unsanitary and are likely to manifest in any number of health problems.

Smoke alarms

Of the houses surveyed internally in Palmerston, 3 were identified as having non-serviceable smoke alarms.

Flooding

Anecdotally none of the houses in Palmerston are said to flood.

Visitors

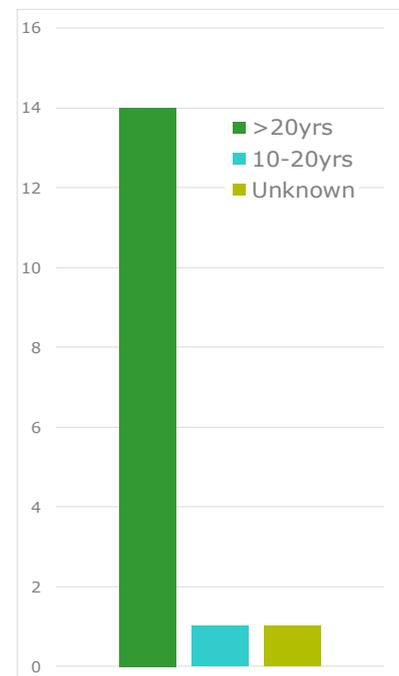
Of the dwellings to which we were permitted to access, 5 had visitors ranging from 4 to 10 persons. The residence with 10 visitors was a 3-bedroom home with 4 permanent residents, resulting in 4.7 people per room and 7 people per toilet which would present significant strain on the amenities.

Amenities

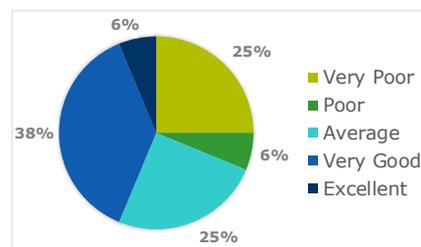
A snap shot of the community shows that on average there is 1.6 residents per bedroom and 3.0 per toilet. Individual houses analysis shows a maximum recorded occupancy of 4 people per room and maximum of 4 people per toilet. These would generally be considered suitable however, during periods of high visitation these values would differ.

Disabilities

Of the residents recorded, 1 was listed as having disabilities and lived in a house which was not equipped with ramps or grab rails. 6 houses were recorded to have grab rails in wet areas whilst only 2 ramps were identified in the Town Camp.



Palmerston Town Camp – Age of Houses



Palmerston Town Camp - Condition Summary

²² A list of funded dwellings, provided by the client, has been included in the appendices.

Asbestos

Although all of the houses in Palmerston Town Camp are believed to be over 20 years old, and this would indicate a higher likelihood of asbestos, our reporting on site considered the presence of asbestos to be unlikely due to the construction materials that have been used.

Security

Of the houses we gained access to 1 did not have serviceable windows.

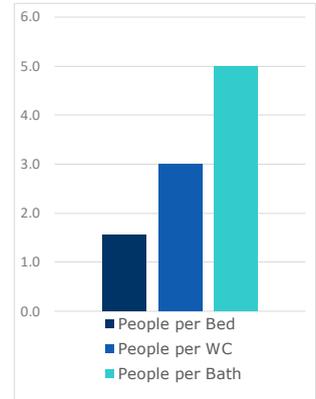
Recommended Works

The houses in Palmerston Town Camp are of a varied condition ranging from very poor to excellent. The cleanliness of the properties presents as serious concern from a health and wellbeing perspective. It is proposed that all existing housing stock be refurbished or renovated to meet the standards of the Residential Tenancy Act. Once the houses have been brought to standards a maintenance plan needs to be implemented to prevent the standards from dropping below the acceptable limit. The estimated cost to upgrade the current housing assets in Palmerston Town Camp to meet the standards of the Residential Tenancy Act, is \$752,581. This includes margins, adjustments and GST. Refer to Appendix C for the complete costing report.

Asbestos recommendations

We highly recommend that a specific asbestos inspections be performed to ensure the safety of residents.

For future works or maintenance contractors should be made aware there is a likely presence of asbestos before commencing any works to residences that were constructed prior to it being banned for use in the building industry. Contractors should refer to the HOW TO MANAGE AND CONTROL ASBESTOS IN THE WORKPLACE Code of Practice published by Safe work Australia. It is recommended that the materials be identified and houses labelled with appropriate warnings, as occupants and trespassers of the dwellings have been engaged in destructive activities that have disturbed the materials such as pulling down ceiling linings and pulling up asbestos floor tiles.



Palmerston Town Camp - Amenities

Economic development

Social issues and themes voiced by residents

- Unwilling to pay rent
- Poor condition of houses
- Residents don't want to move
- Drinking and violence
- Child discipline
- Welfare dependent community
- Need for proper tenancy programs

Economic Development Opportunities

There is extensive economic opportunities due to the proximity of Palmerston Town Camp to the rapidly growing city of Palmerston. The involvement of local residents in service delivery appears to be the primary opportunity for the economic development of Palmerston Town Camp. The residents have expressed desires to be trained as fruit pickers and operate a local arts store. There needs to be support and training to both Indigenous employees and non-Indigenous employers to ensure lasting transition into employment.

In order to develop more comprehensive employment opportunities we recommend that funding and private development contracts should include enforceable training and Indigenous employment clauses with set parameters to impart lasting skills onto local residents.

For detailed rationale and recommendations see the Economic Development section of the report.

Economic Aspirations

Overall there is little desire for residents to go out into the mainstream workforce. The lease holder, Aboriginal Development Foundation are seen as an absent landlord and has limited aspirations for economic development. Yilli Rreung Housing Aboriginal Corp has expressed interest in taking over the lease.

Investment Opportunities

Any private investment requires certain criteria to be filled before investment opportunities will realistically be pursued. This criteria includes:

- Certainty of ownership
- Commercially viable income streams
- Active market for any equity interests

When the above criteria is satisfied financial institutions and investors are in a position to provide financial and investment opportunities.

The Palmerston Town Camp currently does not meet the criteria for private investment opportunities into housing or infrastructure. The land and leasing structure provides no certainty of ownership. The difficulties in obtaining contributions from residents' means that potential income streams are not commercially viable. The leasing structure also makes active markets for any equity interest highly unlikely. Although due to the Town Camps location there would probably be significant interest in investment there.

It is unlikely that there will be private sector investment until there are changes that impact upon the above criteria.

Home Ownership Opportunities

Currently, there are no pathways to home ownership for residents within Palmerston Town Camp. The land and leasing structure makes it challenging for even the most informed organisations to successfully secure subleasing let alone individual residents. Further there are a number of additional considerations that need to be made prior to any lease amendment. For specific considerations and recommendations regarding the leasing structure refer to the Land Tenure, Leasing and Legislation summary above.

Aside from the leasing structure there are a range of economic constraints that further restrict a pathway to home ownership for residents. Within Town Camps there is limited financial contributions by residents and limited control over tenancies. This provides minimal incentive to invest or purchase a house and as such results in there being no active market for Town Camps houses, which further dis-incentivises investment. For specific consideration

of establishing a pathway to home ownership see the Economic Development section of the report.

Governance

Governance Structure

The governance structure characterised by uncertainty.

The original leaseholder is the Aboriginal Development Foundation Incorporated. No other leases exist in relation to the land. Yilli Rreung Housing Aboriginal Corporation is currently the property service provider, although it currently has no formal authority to operate in Palmerston.

This governance structure is characterised by confusion and unnecessary complication that does not afford residents the ability to control their own space and the assets located within the Town Camp. It is recommended that the leasing structure be simplified by empowering Town Camps residents to take control of their own space through the formulation of a regional body representative of the Town Camps residents. This can enable the design and implementation of sustainable maintenance programs.

It would then be appropriate for this regional body to use the funding to employ service providers that provide tenancy management, repairs, maintenance, municipal services and essential services. All of the governance and service providers need to have a clear connection to the local communities in order for them to be effective.

It is recommended there is the creation of a Central NT Government Division which assists with advice and the distribution of government funding to the regional body. The Central Division would provide support, oversight and governance for the regional body.

For detailed rationale and recommendations see the Governance section of the report.

Service Delivery Payment Arrangements

Yilli Rreung Housing Aboriginal Corporation acts as the property manager and enters into tenancy agreements with Town Camp residents. Yilli Rreung has no authority or legal basis to evict residents for breaches of the tenancy agreements. This authority rests with the leaseholder.

Yilli Rreung Housing Aboriginal Corporation issues rental statements to residents on a per house basis every 6 months, on request or whenever a tenant is in arrears.²³

Payments of rent are made primarily through Centrelink deductions (approximately 80% of tenants pay via this method). In other cases rent can be collected via cash payments, EFT payments, basic card payments and direct deposit.

Overall approximately 75% of tenants are currently contributing to the fees that are being charged. This is often 5 or 6 people contributing per house.²⁴

Essential Services Payment Arrangements

All houses serviced by Yilli Rreung Housing Aboriginal Corporation have power card meters that allow residents to pay directly for the power they use.²⁵ Water costs are included in the resident's fortnightly rental payments. The municipal and essential services grant covers the remainder of water and sewerage costs.

²³ This information was provided in consultation with the Chief Executive Officer of Yilli Rreung Housing Aboriginal Corporation

²⁴ This information was provided in consultation with the Chief Executive Officer of Yilli Rreung Housing Aboriginal Corporation

²⁵ This information was provided in consultation with the Chief Executive Officer of Yilli Rreung Housing Aboriginal Corporation

Railway Dam

Current State

March 2017

Legal and Legislative



Housing



Infrastructure



Economic Opportunity



Governance



Legend

- Excellent
- Very Good
- Good
- Poor
- Very poor



Details

Region	Darwin
Lease	Special Purposes Lease 454 (in perpetuity)
Purpose	Aboriginal Camping Area and Ancillary

Governance Structure

- Leaseholder:** Aboriginal Development Foundation Incorporated
- Tenancy:** Yilli Rreung Housing Aboriginal Corporation
- Maintenance:** Yilli Rreung Housing Aboriginal Corporation
- Service Delivery:** Yilli Rreung Housing Aboriginal Corporation

Current number of Houses x 6

Number of residents per room x 1.8

Recommendations

Legal and Legislative

Empower Town Camp residents by modifying the current lease type and purpose to enable wider uses of the land

Housing

x 0

Number of replacement houses



Cost of replacement houses
\$0



Deferred Maintenance Cost
\$1.24m

Infrastructure

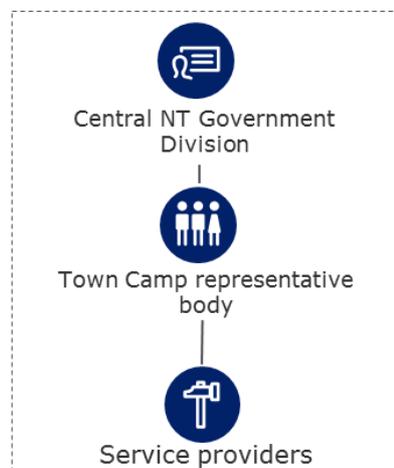


Deferred Maintenance Costs
\$264,000



Cost to meet Design standard
\$1.36m

Governance



Economic development opportunities

- Town Camp Services
- Individual Employment
- Indigenous Business

Costing estimates are a preliminary estimate only. Actual prices may be different to those used to prepare estimates. There is no guarantee that the works can or will be undertaken at the estimated price. Housing and Infrastructure colour indicators are based on the average condition of the assets assessed and does not take into account the cost to meet infrastructure design standards.

Railway Dam

Executive summary

Land	Special Purposes Lease 454 in perpetuity owned by Aboriginal Development Foundation Incorporated
Service Provider	Yilli Rreung Housing Aboriginal Corporation
Findings	<ul style="list-style-type: none"> • There is no compliance monitoring undertaken in respect of Town Camp special purpose leases • The purpose of the special purpose lease restricts the use of land to a Communal Settlement • Currently the municipal infrastructure at Railway Dam is generally in either good or very good condition with the exception of the stormwater drainage and accessible water infrastructure which are in an overall poor condition • The sewer network does not comply with relevant standards, so it is recommended that a reticulation main through the camp is constructed and connected to the DN450 trunk main • The water network does not comply with relevant standards and has insufficient capacity for the current demand • The electrical network generally complies with relevant standards and practices for private infrastructure but not with PWC standards • Estimated deferred maintenance costs required for existing infrastructure is circa \$264,000 • Estimated costs of infrastructure upgrades required to meet current design standards is circa \$1.36 million • The houses in Railway Dam are of very poor and average condition • Estimated cost of deferred housing maintenance is \$1.23 million • Economic opportunities are extensive due to the Town Camp’s location • There is limited local governance • It is highly likely that there would be private investment in the area • There is no established pathway to home ownership
Recommendations	<ul style="list-style-type: none"> • The purpose of the lease be amended, to allow wider uses of the land • A process should exist for streamlined ministerial consent for dealings with the land • A summary of the recommended maintenance works required can be found in the works section below • Tenancy and asset maintenance plans should be developed and implemented to improve asset durability and to decrease maintenance costs • To address limited governance, it is recommended that both a Central NT Government Division and Town Camp regional body be created. The regional body should be representative of the Town Camps residents and Incorporated under the Corporations (Aboriginal and Torres Strait Islander) Act 2006 (Cth) • Funding and private development contracts should include enforceable training and Indigenous employment clauses with set parameters to impart lasting skills onto local residents • Invest in public housing in areas with the economic capacity to support to the development of residents in transition

Resident consultation and visioning statement

This is a summary of the outcome of the consultation process with local residents about the place, space and interface, including the resident's vision for the Town Camp. This is a direct community narrative, completed in the Town Camps visioning process which does not necessarily reflect the technical and governance data captured in this report.

Place

Railway Dam or One Mile Dam is located in Stuart Park at the base of the sandstone ridge that overlooks the Darwin harbour at France Bay. Its location and attraction are based on several different things. The site is the location of a permanent spring that was known to Larrakia and provided a camping place for them for many years, pre-colonisation. It is listed with the Aboriginal Areas Protection Authority (Site 5073-115 One Mile Dam (AAPA)). Residents say the actual site is a spring upstream from the dam. In the 1890s the spring, or an area close to it, was excavated and enlarged to provide a permanent water supply for the developing railway system that was being constructed to link Darwin with the south. The area was isolated from Darwin and surrounded by mangroves. The Dinah Beach area was used by local professional fisherman and for many years, during the 1960s, a local Aboriginal fisherman maintained a fish trap in the area with the help of Aboriginal men from the Tiwi Islands.

During the Second World War, it is rumoured the Dam was used by submarines as a watering point. After the Second World War the site above Railway Dam was developed as a Fuel Tank Farm, until it was relocated in 2005 and redeveloped as a high-end residential unit housing estate. Over an extended period the area around Railway Dam, Frances Bay and Dinah Beach was used by Aboriginal people as a transient camping place, particularly during the dry season. As this area became more developed the pressures on people camping outside the Railway lease increased and the living conditions inside the community came under more public scrutiny.

In the early 1970s a concerted campaign was mounted to gain some legal status for people camping in Darwin but particularly in the area of Railway Dam. The Northern Land Council and Larrakia elders supported the campaign and eventually a Special Purpose Lease was granted in Perpetuity to the Aboriginal Development Foundation (ADF) who were established as the service provider for a number of Darwin Town Camp communities. Over the years services improved but the houses at Railway Dam were still only basic; corrugated structures and sheds. 40 years later nothing has changed. The residents of Railway Dam tend to originally come from the Daly River, Port Keats and Belyuen. The itinerants who use the community as emergency accommodation (believed to be up to 3,500 people per year), come from many places and cultures but there is a large number of Torres Strait Islanders who seek refuge there.

During the planning and development stages of the relocation of the Tank Farm it was proposed to relocate the Aboriginal community at One Mile and develop the area as park land. This was not a new idea and has been a constant threat to the ongoing viability of One Mile since the early 1970s. The issue of the long-term existence of Railway Dam continues to be stress for residents and community managers. The death of [REDACTED] and spokesman for the Railway Dam community, has left a void in the social structure of the community. [REDACTED] both trying to hold the community together and have long-term visions for what needs to happen. Most

of the residents are transient and struggling with substance misuse issues and have little interest in future planning.

Despite some of the challenging issues at Railway Dam, [REDACTED] want to remain and continue to make their home there. She has raised her children there and now is raising her grandchild there as well. She is concerned about her inability to manage who comes and goes. She has no idea who the next taxi will drop off. She is concerned about her grandchild and feels if the community was more stable, with more houses, and more families, it would be a good thing. Other members of her family say they are well aware of the ongoing proposals to relocate the community and say they will resist such moves.

There are inundation issues as a result of current works taking place adjacent to the Railway Dam lease. The adjoining block is now noticeably higher, and run-off, which flows into a drainage ditch, often overflows onto the lease causing problems.

Space

The houses at Railway Dam are at best rudimentary. The main houses are of galvanised steel construction with corrugated iron sheeting and not all walls are internally lined. They have power and ceiling fans and semi-attached ablutions. Only one is being officially occupied, as in paying rent to Yilli Housing. Two other houses of similar design were locked and disconnected from services because Yilli was unable to get the tenants to pay rent. These houses have since been broken into and people are living in them without any services. No-one has yet checked to see what conditions these structures are in. They may still be liveable, though of a sub-standard construction, but may not meet current building regulations for health and safety.

The only recognisable "house", [REDACTED] has reached the end of its life. It is nearly 40 years old and was only built to provide bridging accommodation until properly designed and constructed housing could become a reality. That has never happened. The conditions in these dwellings are best described as squalid and a clear threat to residents' health and well-being.

Interface

Railway Dam is in both a fortunate and unfortunate position. Fortunate because it is close to Darwin CBD and all its attractions and services. These include Centrelink, Banks, Danila Dilba Aboriginal Medical Service, Northern Land Council, and many others. There is also a range of retail outlets as well as a number of charitable NGOs that provide support and free meals. All of these services are within walking distance but taxis are used widely. Unfortunate because there is easy access to alcohol and also people quite happy to carry people and their grog into the community for a price.

Most difficult however is the encroaching residential development on the community. Darwin appears to have an insatiable appetite for housing with a sea view. As the surrounding available freehold land has been developed to meet a desire for apartments and units close to the harbour, and the developing Wharf Precinct, there is growing pressure on the Northern Territory Government to relocate the Railway Camp community. Various Darwin Plans have suggested the area be developed as public parkland to improve the living experience of the many people who now live in residential developments skirting the lease. When [REDACTED] alive his energy and commitment to Railway Dam ensured that

any attempt to remove the community would be resisted strongly. [REDACTED] has once again placed the community in a vulnerable decision.

The uncertainty surrounding the long term existence of Railway Dam as Aboriginal living space and as a refuge for the homeless has had some disastrous consequences for those who call it home. There has been no support provided by the Aboriginal Development Foundation, the lease holder, for many years. The Larrakia, through their corporate organisations, provide no support for the residents, unlike those who supported the case in the 1970s through to the late 1990s. The question to be asked is whether the current dysfunctional state of Railway Dam is a function of the people who live there, or whether the conditions in which they are living are the cause of the dysfunction.

Vision

The visions of the people currently living at Railway Dam are fairly simple and limited. Limited mostly by the years of disappointment they have had with the constant struggle they have endured to survive. Simple because they are just wanting to have a safe and secure place to live. The choice now is whether the authorities take the opportunity to try and relocate the people while there is a lack of leadership, or whether they acknowledge the vision of [REDACTED] and develop the lease as a proper living place for a limited number of Aboriginal people in quality housing.

The [REDACTED] are keen to see housing built on the NE side of the dam, opposite to where they are currently located. The simple outcome for the permanent residents would be the construction of a simple quality home that has the same facilities as all the other houses around them.

Land Tenure, Leasing and Legislation

Town Camp Railway Dam (1 Mile)

Owner	Aboriginal Development Foundation Incorporated
Location	16 Dinah Beach Road, Darwin City
Land	Lot 5027 Town of Darwin; CUFT Vol 157 Fol 040
Type of Tenure	Special Purpose Lease 454 (in perpetuity)
Commencement date SPL/CL	12 December 1978
SPL/CL Purpose	Aboriginal Camping Area and Ancillary
Planning scheme zone	CL (Community Living)
Other notes re land	Sewerage Easement to Power and Water Authority Electricity supply Easement to Power and Water Authority Statutory Notice Prescribed Property – registered 10.10.1996
Summary of Land Dealing Documents	<p>1. Special Purposes Lease 454</p> <p>Search certificate lists the following dealings:</p> <ul style="list-style-type: none"> • Easement: Sewerage Easement to Power and Water Authority • Easement: Electricity supply Easement to Power and Water Authority • Statutory Notice – Prescribed Property – Sec 26A Associations Incorporation Act (Date Registered: 10 October 1996, Dealing No.: 361645) <p>Grant of a special purpose lease for Lot 5027 Town of Darwin (3 hectares 1200 m²) from the Minister for Lands and Housing to the Aboriginal Development Foundation Inc. in perpetuity for an annual rent of 10 cents, if and when demanded by the Minister (and subject to re-appraisal), with the following reservations:</p> <ul style="list-style-type: none"> • A right of entry and inspection on and/or part of leased land and improvements in favour of the Minister, or officer authorised in writing, at all reasonable times and in any reasonable manner • All minerals and mineral substances in or on leased land and right to authorise any persons entering upon the land to mine, work for, win, recover and remove them or any of them and to do all things necessary or convenient for those purposes • A power of resumption • A right of entry and inspection for the purposes of providing and maintaining water, sewer, electricity and other services on the leased land or on other lands <p>Provisions include purpose of lease, annual rent, late rental fees, forfeiture liabilities, compliance with covenants and conditions and right to surrender lease.</p> <p>Lessee covenants include duty to pay rent, rates and taxes for leased land; use land for intended purposes specified in the lease; construction of improvements (including fencing, landscaping); non-removal and destruction of mature trees except per development plan approval; maintenance of the water body, Railway Dam and existing creeks; seek advice of the Soil Conservation Unit of the Wildlife and Parks Commission in maintaining the environmental character of the leased land; submission of dimensioned sketch plans for site development to the Planning Branch prior to submission of building plans for building approval; remove any existing structures on the land that do not have building authority approval by 1 August 1979; construct no more than once driveway entrance that will not exceed more than six metres in length and not closer than three metres to any site boundary; formalise vehicular access and restricted vehicular movement on the site by 1 February 1980; maintain and repair improvements and infrastructure; right of entry and</p>

Town Camp Railway Dam (1 Mile)

obligations; and compliance with applicable legislation, regulation and approved plans and specifications.

The following easements are included in the special purpose lease:

- Easement: Sewerage Easement to Power and Water Authority
- Easement: Electricity supply Easement to Power and Water Authority

2. Memorandum for Purposes of Statutory Restrictions Notice (Date Lodged: 10 October 1996, Dealing No. 361645)

Provides notice of statutory authority restriction per s 26A (Prescribed Property) *Associations Incorporation Act* for Lot 5027 Town of Darwin (Volume 157, Folio 040, Plan S75/116).

Level of Understanding

Owner – rights and responsibilities

There is a general level of understanding by the SPL/CL holders, but during consultations it was found that in many cases there was inactivity by the SPL/CL holder and/or there was limited capacity of the SPL/CL holder to drive change. This was found to be the main impediment to community development rather than any lack of understanding of rights and responsibilities as a SPL/CL holder.

Residents – understanding of lease arrangement

The level of understanding of residents was disparate – ranging from some having a sound understanding of the leasing arrangements and their rights/responsibilities, to others with a complete lack of understanding (for example, thinking they owned they house they lived in or considered that service providers were landlords with a right to deal with their tenancy of the house).

Compliance with lease conditions and legislation

There is no compliance monitoring undertaken in respect of Town Camp SPLs, so compliance with conditions are unknown.

Impediments in lease conditions and suggested amendments

Purpose of SPL is limited to Aboriginal Camping Area and Ancillary. Recommend this be amended, if required, to the purpose consistent with the proposed use of the land.

Relevant legislation for land dealings;

Associations Act (NT)

Dealings with prescribed property require Ministerial consent. Recommend a streamlined/fast-track process for consent to ensure minimal delays to land dealings.

Legislative impediments; and

Special Purposes Leases Act (NT)

Suggested amendments

Section 9A – prohibition on subdivision. Recommend Act be amended to remove prohibition.

Section 6(1) – dealings with the land require the Minister’s consent. Recommend a streamlined/fast-track process for consent to ensure minimal delays to land dealings.

Recommend that the provisions of the Act are amended to reflect the same rights and obligations as crown lease holders have under the *Crown Lands Act* (NT).

Planning Act (NT)

Any proposed development on the land must comply with the *Planning Act, Regulations* and NT Planning Scheme.

The zoning rules for Community Living zone are:

- The primary purpose of Zone CL is to provide for community living.
 - Residential accommodation may be temporary or permanent.
-

Town Camp Railway Dam (1 Mile)

- There may be non-residential facilities for the social, cultural and recreational needs of residents.

An application for the re-zoning of the land may be required where any potential development on the land is not consistent with these zone purposes.

Stronger Futures in the Northern Territory Act 2012 (Cth)

Section 34 – gives the Commonwealth broad powers to amend NT legislation relevant to Town Camps land, land dealings planning and infrastructure. Ideally, this section would be removed, however as this is Commonwealth legislation any changes are not at the NT Government’s discretion.

Native Title Act 1993 (Cth)

Native Title has been found to not exist over this parcel of land.

Residential Tenancies Act (NT)

Whilst not relevant to the current land dealings, if any form of long term residential leasing is considered akin to ‘home ownership’ then that form of leasing may require exemption from the *Residential Tenancies Act (NT)* if the legislative provisions are found to be at odds with the proposed long term leasing model (i.e. landlord’s obligation to repair, payment of rates and taxes, payment in advance and payment of a premium).

Relevant legislation for lease holder *Associations Act (NT)*

Level of support provided to lease holder and suggested amendments No specific support for Aboriginal associations is provided by the Department of Business/Licencing NT and very limited support is provided in general to incorporated associations.
 Recommend transfer to incorporation under the *Corporations (Aboriginal and Torres Strait Islander) Act 2006 (Cth)*.

Municipal and essential infrastructure

Summary

The Railway Dam (or One Mile Dam) community is located north-east of Darwin CBD. The community consists of nine dwellings, which are serviced by a formal road, sewer, water and electricity.

The status of the municipal infrastructure and services, being the sewerage, water supply, roads and road furniture, stormwater drainage, community structures, electrical supply and communication services were assessed in late 2016. No intrusive excavations or potholing of buried services were undertaken within the community. The condition of the above ground/visible services were assessed against a standardised rating, categorised as being in very poor, poor, good, very good or excellent condition.

Currently the municipal infrastructure at Railway Dam is generally in either good or very good condition with the exception of the stormwater drainage and accessible water infrastructure which are in an overall poor condition. A summary of the recommended maintenance works required can be found in the following section.

A desktop study was undertaken to assess the capacity of the existing infrastructure and to determine whether it meets current relevant requirements and standards. This assessment was based on available drawings and the condition assessments from the site inspections.

The sewer network does not comply with relevant standards, so it is recommended that a reticulation main through the camp is constructed and connected to the DN450 trunk main.

The water network does not comply with relevant standards and has insufficient capacity for the current demand. It is recommended that upgrades are undertaken to construct a DN150 PVC looped network with a new bulk water meter at the boundary of the community. New fire hydrants are also recommended. Additionally, residential lot water meters should be located at property boundaries on the connection to each dwelling which will assist with bill distribution to residents and identifying any leaks in the internal network.

It is recommended that the roads are upgraded to two lane roads with footpaths and stormwater drainage, including kerbs and gutters, side entry pits, underground pipes, and culverts where required.

There were no community structures such as playgrounds at Railway Dam.

The electrical network generally complies with relevant standards and practices for private infrastructure but not with PWC standards. The calculated future maximum demand is within the total capacity of the substation on site. It is recommended that the site infrastructure be upgraded to PWC standards and that new street lighting is installed.

Details of communications infrastructure are held by Telstra and were not provided for this report. The NBN rollout map confirms that NBN is available to residents via fixed telecommunications line on application to an appropriate NBN access provider.

The future demand analysis showed that two additional houses are required to provide permanent accommodation for residents that are currently living in non-

Sewerage infrastructure condition



Water infrastructure condition



Road infrastructure condition



Stormwater drainage condition



Electrical infrastructure condition



■ Very poor ■ Poor ■ Good ■ Very good ■ Excellent

house dwellings. The location of the two new houses is assumed to be close to the existing houses within the Town Camp, such that significant extensions of the services would not be required. The additional houses will require connections to sewerage, water supply and to the electrical network.

These recommendations are based on the site inspections and available data at the time. Further investigations/studies may be required for the engineering design of the upgrades. A detailed report can be found in Appendix B.

Recommended works

The following works, including maintenance to the existing infrastructure and upgrades to comply with relevant standards, are recommended for Railway Dam (One Mile Dam) community:

Sewerage

- New DN150 PVC reticulation main and associated works

Water supply

- Clear overgrown grass from existing water meter cage
- Replace two taps
- Install looped DN150 PVC water main, approximately 450 m
- Install new bulk water meters DN150 at community boundary
- Relocate seven water meters to property boundaries
- Install up to three residential lot water meter.
- Install fire hydrants, approximately two

Roadworks

- Clean entrance sign
- Repair five potholes
- Repaint speed bump
- Repair 20 m of edge breaks
- Repair approximately 60 m² of pavement cracks
- General tidy up of approximately 200 m of road
- It is recommended that the road is upgraded to a two lane network with all appropriate road furniture, line marking, kerbs, footpaths, etc.

Stormwater drainage

- Remove debris and dead vegetation from within swales and culverts
- Reshape batter and invert level to ensure stormwater can freely flow away
- Install kerbs and gutters, side entry pits, and underground drainage

Community structures

- No upgrades required

Electrical services

- Replace one 80W street light
- Install new street lighting - approximately 11 poles

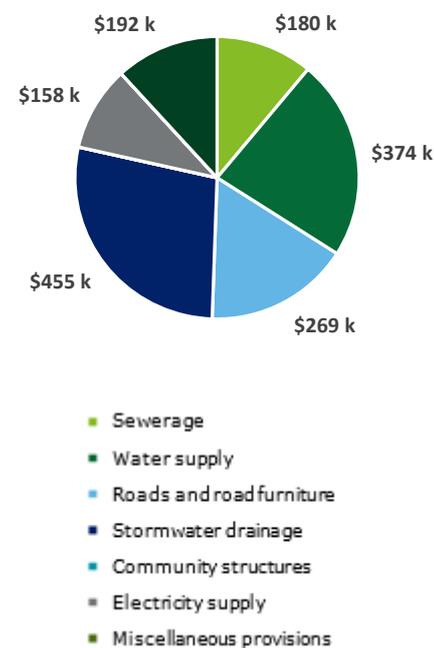
Communications

- No works are required because NBN is available to residents via fixed telecommunications line on application to an appropriate NBN access provider.

Cost estimates

The below shows a summary of the cost estimates to undertake the maintenance required to fix the existing infrastructure, and to upgrade the existing network to meet current design standards. The estimates take into account a 30% contingency and are inclusive of GST.

Infrastructure	Maintenance of existing infrastructure	Upgrades to meet current design
Sewerage	\$ 0	\$ 180,000
Water supply	\$ 1,000	\$ 373,000
Roadworks	\$ 13,000	\$ 256,000
Stormwater drainage	\$ 212,000	\$ 243,000
Community structures	\$ 0	\$ 0
Electrical	\$ 1,000	\$ 157,000
Communications	\$ 0	\$ 0
Miscellaneous provisions	\$ 37,000	\$ 155,000
Total (including GST)	\$ 264,000	\$ 1,364,000
Grand total	\$ 1,628,000	



The cost estimates are a preliminary estimate only. Since Aurecon has no control over the cost of labour, materials, equipment or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Aurecon cannot guarantee actual costs will not vary from these estimates.

Housing

Introduction

Railway Dam was surveyed on the 9th of November 2016. Although 5 funded dwellings²⁶ were identified by the client, 6 houses were identified on site. 6 surveys were recorded.

Current state of play

Housing summary and condition

All housing stock was over 20 years old. 83% were considered a very poor standard whilst the remaining 17% were considered average. This rating does not take into account the cleanliness of the residences and it doesn't mean they comply with the residential tenancy act. 1 house is of steel frame, tin clad, slab on ground construction with sheet metal roofing. The other house is also of steel frame tin construction however all other elements are not accounted for. Both are individual detached structures.

Urgent and immediate issues

Refer to the individual housing reports in the appendices for evident WHS or OHS issues and urgent and immediate repair issues. When urgent and immediate issues were identified during an inspection, tenants were advised to raise the issues with the relevant service provider.

Hygiene and cleanliness of the residences were identified as a significant issue in the inspected houses. The conditions are unsanitary and are likely to manifest in any number of health problems.

Smoke alarms

Of the houses surveyed internally in Railway Dam, 1 was identified as having non-serviceable smoke alarms.

Flooding

Anecdotally none of the houses in Railway Dam are said to flood.

Visitors

Of the dwellings to which we were permitted to access, none had visitors. 2 shelters on site, not considered residences, had 10 and 7 people living in them. There was also a shed with a visitor living in it. As these visitors are not staying in the houses, they are reducing the potential strain on the amenities.

Amenities

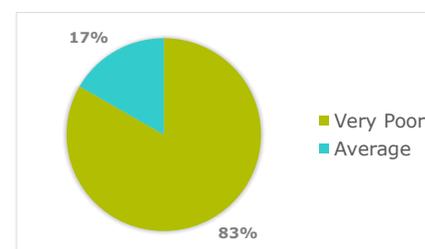
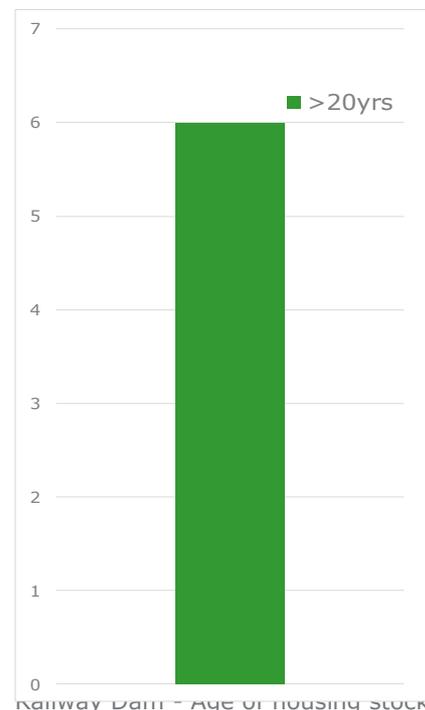
As only 2 houses were able to be accessed internally, the amenity summary does not provide a clear view of Railway Dam. The 2 houses accessed internally had 3-bedrooms and 3 and 4 residents per toilet.

Disabilities

Of the residents recorded, 2 were listed as having disabilities and lived in the same house. None of the houses were recorded as having a ramp or grab rails.

Asbestos

Although all of the houses in Railway Dam are believed to be over 20 years old, and this would indicate a higher likelihood of asbestos, our reporting on site



²⁶ A list of funded dwellings, provided by the client, has been included in the appendices.

considered the presence of asbestos to be unlikely due to the construction materials that have been used.

Security

Of the houses we gained access to, both had serviceable doors and windows. None of the houses had fences.

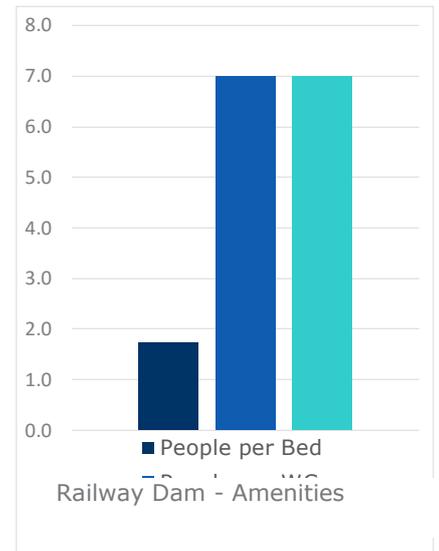
Recommended Works

The houses in Railway Dam are of very poor and average condition. The cleanliness of the properties presents as serious concern from a health and wellbeing perspective. It is proposed that all existing housing stock be refurbished or renovated to meet the standards of the Residential Tenancy Act. Once the houses have been brought to standards a maintenance plan needs to be implemented to prevent the standards from dropping below the acceptable limit. The estimated cost to upgrade the current housing assets in Railway Dam to meet the standards of the Residential Tenancy Act, is \$1,237,774. This includes margins, adjustments and GST. Refer to Appendix C for the complete costing report.

Asbestos recommendations

We highly recommend that a specific asbestos inspections be performed to ensure the safety of residents.

For future works or maintenance contractors should be made aware there is a likely presence of asbestos before commencing any works to residences that were constructed prior to it being banned for use in the building industry. Contractors should refer to the HOW TO MANAGE AND CONTROL ASBESTOS IN THE WORKPLACE Code of Practice published by Safe work Australia. It is recommended that the materials be identified and houses labelled with appropriate warnings, as occupants and trespassers of the dwellings have been engaged in destructive activities that have disturbed the materials such as pulling down ceiling linings and pulling up asbestos floor tiles.



Economic development

Social issues and themes voiced by residents

- Unwilling to pay rent (2 houses locked and disconnected)
- Poor condition of housing
- Residents don't want to move
- Substance abuse
- Transient (up to 3500 per year) residents
- Broken promises
- Overcrowding
- Drinking and violence
- Unable to manage tenancy arrangements.

Economic Development Opportunities

There are extensive economic opportunities due to the Town Camps location. But this is restricted by the transient nature of the residents that live there.

Railway dam is close to the Darwin CBD and is near a residential development. The camp is close to a range of retail outlets as well as a number of charitable non-government Organisations that provide support and free meals. The location of the Town Camp provides permanent residents with a host of potential economic opportunities. There needs to be support and training to both Indigenous employees and non-Indigenous employers to ensure lasting transition into employment.

In order to develop more comprehensive employment opportunities we recommend that funding and private development contracts should include enforceable training and Indigenous employment clauses with set parameters to impart lasting skills onto local residents.

For detailed rationale and recommendations see the Economic Development section of the report.

Economic Aspirations

There are limited permanent residents at Railway Dam. She will resist proposals to relocate but would like the authority to manage who stays at the camp.

Investment Opportunities

Any private investment requires certain criteria to be filled before investment opportunities will realistically be pursued. This criteria includes:

- Certainty of ownership
- Commercially viable income streams
- Active market for any equity interests

When the above criteria is satisfied financial institutions and investors are in a position to provide financial and investment opportunities.

The Railway Dam currently does not meet the criteria for private investment opportunities into housing or infrastructure. The land and leasing structure provides no certainty of ownership. The difficulties in obtaining contributions from residents' means that potential income streams are not commercially viable. The leasing structure also makes active markets for any equity interest highly unlikely. There is likely interest in investment due to the location of Railway Dam.

It is unlikely that there will be private sector investment until there are changes that impact upon the above criteria.

Home Ownership Opportunities

Currently, there are no pathways to home ownership for residents within Railway Dam Town Camp. The land and leasing structure makes it challenging for even the most informed organisations to successfully secure subleasing let alone individual residents. Further there are a number of additional considerations that need to be made prior to any lease amendment—For specific considerations and recommendations regarding the leasing structure refer to the Land Tenure, Leasing and Legislation summary above.

Aside from the leasing structure there are a range of economic constraints that further restrict a pathway to home ownership for residents. Within Town Camps there is limited financial contributions by residents and limited control over tenancies. This provides minimal

incentive to invest or purchase a house and as such results in there being no active market for Town Camps, which further dis-incentivises investment. For specific consideration of establishing a pathway to home ownership see the Economic Development section of the report.

Governance

Governance Structure The governance structure is restricted due to limited involvement of the leaseholder. This has meant that there is no enforcement with regard to tenancy management. Railway Dam is dominated by a transient population. As such it is difficult to establish a stable governance at the Town Camp.

The current understanding of the governance structure is: the lease is held by the Aboriginal Development Foundation Incorporated and no other leases exist in relation to Railway Dam. Funding is provided by the Northern Territory Government to Yilli Rreung Housing Aboriginal Corporation for the provision of essential services and repairs and maintenance to the Town Camps.

This governance structure is characterised by confusion and unnecessary complication that does not afford residents the ability to control their own space and the assets located within the Town Camp. It is recommended that the leasing structure be simplified by empowering Town Camps residents to take control of their own space through the formulation of a regional body representative of the Town Camps residents. This can enable the design and implementation of sustainable maintenance programs.

It would then be appropriate for this regional body to use the funding to employ service providers that provide tenancy management, repairs, maintenance, municipal services and essential services. All of the governance and service providers need to have a clear connection to the local communities in order for them to be effective.

It is recommended there is the creation of a Central NT Government Division which assists with advice and the distribution of government funding to the regional body. The Central Division would provide support, oversight and governance for the regional body.

For detailed rationale and recommendations see the Governance section of the report.

Service Delivery Payment Arrangements

Yilli Rreung Housing Aboriginal Corporation acts as the property manager for the administrator and enters into tenancy agreements with Town Camp residents. Yilli Rreung has no authority or legal basis to evict residents for breaches of the tenancy agreements. This authority now vests in the administration.

Yilli Rreung Housing Aboriginal Corporation issues rental statements to residents on a per house basis every 6 months, on request or whenever a tenant is in arrears.²⁷

Payments of rent are made primarily through Centrelink deductions (approximately 80% of tenants pay via this method). In other cases rent can be collected via cash payments, EFT payments, basic card payments and direct deposit.

Overall approximately 75% of tenants are currently contributing to the fees that are being charged. This is often 5 or 6 people contributing per house.

Essential Services Payment Arrangements

All houses serviced by Yilli Rreung Housing Aboriginal Corporation have power card meters that allow residents to pay directly for the power they use.²⁸ Water costs are included in the resident's fortnightly rental payments. The municipal and essential services grant covers the remainder of water and sewerage costs.²⁹

²⁷ This information was provided in consultation with the Chief Executive Officer of Yilli Rreung Housing Aboriginal Corporation

²⁸ This information was provided in consultation with the Chief Executive Officer of Yilli Rreung Housing Aboriginal Corporation

²⁹ This information was provided in consultation with the Chief Executive Officer of Yilli Rreung Housing Aboriginal Corporation

Amangal

Current State

March 2017

Legal and Legislative

Housing

Infrastructure

Economic Opportunity

Governance



Legend

- Excellent
- Very Good
- Good
- Poor
- Very poor



Details

Region	Adelaide River
Lease	Special Purposes Lease 453 (in perpetuity)
Purpose	Aboriginal Communal Purposes

Current number of Houses



Governance Structure

- Leaseholder:** Aboriginal Development Foundation Incorporated
- Tenancy:** Yilli Rreung Housing Aboriginal Corporation
- Maintenance:** Yilli Rreung Housing Aboriginal Corporation
- Service Delivery:** Yilli Rreung Housing Aboriginal Corporation

Number of residents per room



Average number permanent residents per room not including visitors

Recommendations

Legal and Legislative

Empower Town Camp residents by modifying the current lease type and purpose to enable wider uses of the land

Housing



Number of replacement houses

Cost of replacement houses
\$0

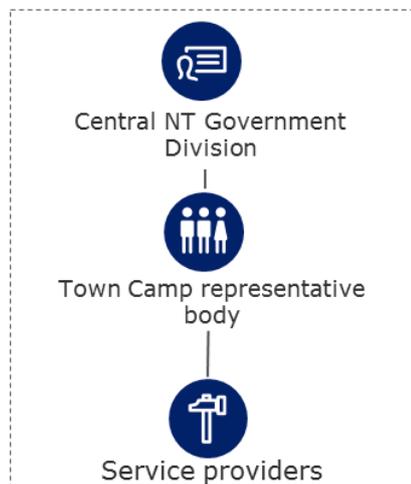
Deferred Maintenance Cost
\$2.06m

Infrastructure

Deferred Maintenance Costs
\$735,000

Cost to meet Design standard
\$6.22m

Governance



Economic development opportunities

- Town Camp Services
- Pooled Employment Services
- Individual Employment
- Indigenous Business

Costing estimates are a preliminary estimate only. Actual prices may be different to those used to prepare estimates. There is no guarantee that the works can or will be undertaken at the estimated price. Housing and Infrastructure colour indicators are based on the average condition of the assets assessed and does not take into account the cost to meet infrastructure design standards.

Amangal

Executive summary

Land	Special Purposes Lease 453 in perpetuity owned by Aboriginal Development Foundation Incorporated
Service Provider	Yilli Rreung Housing Aboriginal Corporation
Findings	<ul style="list-style-type: none"> • There is limited capacity of the lease holder to drive change which is impeding development • The lease is held by the Aboriginal Development Foundation Incorporated who have limited aspirations for economic development • There is no compliance monitoring undertaken in respect of Town Camp special purpose leases • The purpose of the special purpose lease restricts the use of land to a Communal settlement • Currently the municipal infrastructure at Amangal is generally in good condition • The sewer network does not comply with relevant standards since the system consists of septic tanks and is not connected to the town sewer • The water network does not comply with relevant standards as water main is too small and currently has a dead end • The electrical network generally complies with relevant standards and practices for private infrastructure but not with PWC standards. Estimated deferred maintenance costs required for existing infrastructure is circa \$735,000 • Estimated costs of infrastructure upgrades required to meet current design standards is circa \$6.22 million • The houses in Amangal are of average and very good condition however the cleanliness of the properties presents as a serious concern from a health and wellbeing perspective • The estimated cost to upgrade the current housing assets in Amangal to meet the standards of the Residential Tenancy Act, is \$2.06 million • Economic opportunities are extensive due to the Town Camp location • There is currently no established pathway to home ownership
Recommendations	<ul style="list-style-type: none"> • The purpose of the lease be amended, to allow wider uses of the land • The Special Purposes Leases Act should be amended to remove prohibition on subdivision • A process should exist for streamlined ministerial consent for dealings with the land • A summary of the recommended infrastructure maintenance works required can be found in works required section below • Tenancy and asset maintenance plans should be developed and implemented to improve asset durability and to decrease maintenance costs • To address limited governance, it is recommended that both a Central NT Government Division and Town Camp regional body be created. The regional body should be representative of the Town Camps residents and Incorporated under the Corporations (Aboriginal and Torres Strait Islander) Act 2006 (Cth) • Stronger governance structures should lay the foundation for allocated responsibilities and support Town Camps to undertake a defined and coordinated pathways to economic development and home ownership • Funding and private development contracts should include enforceable training and Indigenous employment clauses with set parameters to impart lasting skills onto local residents • Invest in public housing in areas with the economic capacity to support to the development of residents in transition

Resident consultation and visioning statement

This is a summary of the outcome of the consultation process with local residents about the place, space and interface, including the resident's vision for the Town Camp. This is a direct community narrative, completed in the Town Camps visioning process which does not necessarily reflect the technical and governance data captured in this report.

Place

In 1993, under the Aboriginal Land Rights (Northern Territory) Act 1976, the Finnis River Aboriginal Land Trust was granted, as acknowledgement of elders' knowledge and attachment to land. This recognition of connection and commitment to country by the Waray and Kungarakan Traditional Owners reflected their long-term efforts undertaking custodial responsibilities and obligations within their country.

Amangal, otherwise known as the Adelaide River Town Camp, is situated on a Special Purpose Lease adjacent to the Township of Adelaide River. This is the location where some Traditional Owners have chosen to live; other Traditional Owners remain on land within the trust. The lease comprises an irregular shaped parcel of land, generally bordered by the North Australian Railway corridor, Adelaide River, a public utility land easement and the southernmost parcel of the Finnis River Aboriginal Land Trust.

Conversations with Traditional Owners, indicate that the camp was not always located at its current site, and certainly was not as permanent in nature as the present camp. There were thought to be periods of time in which Town Camps may have been located to the northern side of Adelaide River. Conversations were not conclusive as to whether these Town Camp locations were always on country, although indications are they have always have been in close proximity to the Adelaide River Township.

Currently, the Special Purpose Lease (SPL) upon which Amangal is located, is held by the Aboriginal Development Foundation (ADF). There is a desire by the current Traditional Owners to claim the lease from ADF who are seen as an absent landlord. Yilli Rreung Housing has also sought control of this lease through negotiations with ADF.

There is a current stumbling block to this matter, however, which needs to be resolved. Traditional elders have requested the Northern Land Council (NLC) revisit recent anthropological findings which imply several Indigenous families have been recognised as having rights over areas of the land trust, a claim which other Traditional Owners dispute. Given the role of the NLC under the Act, several Traditional Owners are wary that such findings will permit Indigenous claimants to benefit from the already established Finnis River Aboriginal Land Trust, and will not move to claim the leasehold of the Town Camp until the matter is resolved. Conversations with Traditional Owners indicate anthropological work will be undertaken early in January 2017. The importance of such work is reflected by the Traditional Owners' hesitation in recent times to undertake commercial ventures given the implications of an outcome considered adverse.

The geographical location of Amangal, with its proximity to the natural resources of Adelaide River, with its myriad of freshwater billabongs, rivers, paperbark swamps, rainforests, salt and freshwater country of the traditional lands of its

peoples, provides a noticeable connection to country by a large percentage of respondents, who indicate the activities offering traditional life experiences such as fishing, hunting, bush tucker foraging and swimming as being good about the community.

We note the [redacted] of Traditional Owners are in the majority within the Town Camp. As a result a high percentage of respondents reflected that the Town Camp represents theirs and their families' future. Furthermore, the 2016 [redacted] was seen by a majority of respondents as having had a significant impact upon the community. It appears to have crystallised, for family and community members, the correlation between poor living conditions and ill health. This impact has affected the community, variously, as noted with high levels of community apathy, lack of interest for community programmes possibly due to the absence of strong local leadership, as revealed in conversations with [redacted] [redacted] who has been active within the community for several years.

Traditional Owners' connection to their country frames decision making so as to honour their elders. Given the geographical location of Amangal to Finnis River Aboriginal Land Trust, the surrounding range of significant natural resources, critical infrastructure and centres of population, Traditional Owners are attempting to advance the potential of their traditional lands with appropriate strategic culturally sensitive and sustainable commercial activities to support the goals of self-determination. The nature of collective land ownership, however, means that any commercial enterprises will have to have benefit for all land owners, not just the proponents of the business.

Space

As noted previously, the strength of having rights to ancestral lands legally recognised and the dominance of a singular family presence, means that the community of Amangal appears stable, promoting a heightened sense of community identity. As reflected by the high percentage [redacted] present within Amangal, continued growth appears to be dependent upon the long-term nature of respondents' time within the community, i.e. how long they stay, and whether there is sufficient housing to accommodate younger family members.

Most of the housing stock at Amangal was constructed in the early 1970's and added to in an ad-hoc manner since. No new houses have been constructed in the last 15 years. Houses generally are in poor condition throughout. This is probably reflective of an inadequate or poorly resourced repair and maintenance regime, damage sustained during instances of flooding of Adelaide River, vermin damage and years of wear and tear. As a result of its poor condition most of the housing stock increasingly faces expensive preventative maintenance and repair costs.

Property management, which is undertaken by Yilli Rreung Housing Aboriginal Corporation (Yilli Housing) is seen, conclusively, as problematic for a number of reasons; time taken to attend to requests for maintenance or repairs, requests for work not being undertaken. In addition community upkeep, such as mowing and trimming, is seen as having taken jobs from residents (who have the means to complete such work due to a 2014 grant which provided a tractor, associated farm/garden equipment and a shed to house all equipment). The slow response to maintenance and repair requests appears to follow a trend similarly witnessed in other Town Camps. Unsafe, dangerous or sanitary matters are dealt with in a

relative timely manner with Yilli Housing often citing lack of funds to complete any substantive maintenance or upkeep for the community.

Most respondents' desire additional housing to be provided but any such housing not to take the form of housing found within the township. Respondents indicated extra bedrooms and/or renovations/repairs to rectify matters of wear and tear or damage would be appreciated. Numerous respondents indicate they would like to see the concreting of dirt driveways and the construction of yard fencing, This further reinforces the perception of the housing stock being considered as owned rather than leased. Current overcrowding appears limited and reflects a lack of culturally appropriate housing options rather than an issue of unchecked family visitors. Currently the community does not consider overcrowding an issue.

Sense of community is reinforced with suggestions of amenity improvements including; pool, community store, community vegetable garden, mixed-use sporting facilities, improved street lighting throughout for safety and a community bus.

Interface

Proximity to Adelaide River Township means that residents can access a range of amenities and services easily. Given that more than half of the respondents indicated that at least one person was actively employed within each dwelling, the overall picture still reflects a high instance of unemployment and thus reliance upon welfare assistance. Those who are employed indicate they work for businesses within the locale, undertaking work such as road works, mine maintenance, employment supervision and childcare work.

Almost all respondents indicate travelling to Palmerston/Darwin for the purchase of weekly groceries and other items not able to be readily purchased locally. Such visits are normally coordinated amongst a number of community members who often make the trip by car collectively. Conversations with community members indicate it is common practice to bulk purchase a week supply of groceries and related perishables. This may, in turn, have adverse nutrition and food hygiene implications as there may be an over reliance on purchasing food items which can withstand travel times without the need of refrigeration. This may preclude food items requiring constant temperature control without starting to spoil or foods that will have reduced fridge life if allowed to warm. It is not clear as to what implications these purchasing patterns have on interactions with the general population of Adelaide River Township. It is highly likely only minor purchases as well as fuel, alcohol and cigarettes will be purchased locally.

Traditional Owners understand that creating sustainable long term employment, cultural and lifestyle opportunities for residents within the community requires administrative and governance frameworks in place to secure external financial resources. Conversations with Traditional Owners indicate that at the general meeting of the Amangal Aboriginal Corporation, to be held before the end 2016, an effort would be made to reinvigorate the corporation in order to secure the rubbish removal and lawn mowing contracts from 3rd parties currently completing such work. In doing so the Corporation will address the Key Result Area of Jobs, Land & the Economy goals of the Amangal Aboriginal Community Strategic Plan 2017-2021, which is to 'support pathways that build capacity and increase access to real jobs and business opportunities'.

Vision

Traditional Owners' connection to their country frames decision making for the community of Amangal. Given the geographical proximity of the traditional lands and the clear connection to country by a large percentage of respondents, the community understands the approach by Traditional Owners to advance the potential of their traditional lands with appropriate strategic culturally sensitive and sustainable commercial activities. Future development of Amangal community, consistent with the Amangal Aboriginal Community Strategic Plan 2017-2021, appears to support respondents' feedback that they desire changes to their community which reflects a culture that is underpinned by strong family ties, and respects and understands their traditional lands.

Once additional anthropological work has been completed and resolved, Traditional Owners indicate that commercial activities to support community goals of; an increase of culturally appropriate housing, employment prospects; resident health and welfare should be actively pursued. At the time of undertaking this review, steps to reinstate administrative and governance requirements utilising the current corporation body were being undertaken. There has been a compelling correlation between the [redacted] and the current levels of community apathy. It appears as if the [redacted] [redacted] With a culturally appropriate passing of time since the community death, the imminent anthropological research and the recent efforts to reinvigorate the community corporation should establish a strong base from which to guide community efforts which underpin sustainable employment, cultural and housing options.

There are recent cases in which Traditional Owners have entered into commercial agreements with 3rd parties to undertake work both on and off traditional lands ranging from weed and mine site management, plant production for land revegetation, and municipal duties which should be further developed. Furthermore, there are culturally significant and appropriate prospects to explore commercial business opportunities of eco and cultural tourism including bush tucker foraging, retail nursery and culture induction. Conversations with Traditional Owners and community members also indicate fabric artworks sold at the local dry season markets (already begun), fruit & vegetable production, magpie goose production and can recycling as options to generate income.

Land Tenure, Leasing and Legislation

Town Camp Amangal (Adelaide River Town Camp)

Owner	Aboriginal Development Foundation (correct entity name is Aboriginal Development Foundation Incorporated, but that is not registered on title)
Location	12 Dorat Road, Adelaide River
Land	Section 124 Hundred of Playford; CUFT Vol 798 Fol 707
Type of underlying tenure	Special Purpose Lease 453 (in perpetuity)
Commencement date of SPL/CL	21 November 1978
SPL/CL Purpose	Aboriginal Communal Purposes
Planning scheme zone	No zone
Summary of land dealings	<p>1. Special Purposes Lease 453</p> <p>Search certificate notes the following easements:</p> <ul style="list-style-type: none"> • Water supply easement to Power and Water Authority • Power line easement to Power and Water Authority • Access easement pursuant to s 14A and varied by s 14B of the AustraAsia Railway (Special Provisions) Act (Date Registered: 14 December 2005 and Dealing No. 598632) • Statutory Notice of Prescribed Property – s 26A Association Incorporation Act (Date Registered: 10 October 1996, Dealing No. 361642) <p>Grants a special purpose lease to Wairia Association (now transferred to Aboriginal Development Foundation) for an annual rent of \$300 subject to re-appraisal with the following reservations (no lease term specified):</p> <ul style="list-style-type: none"> • A right of entry to inspect the leased land or any part of it and any improvements on it; • A right to all minerals and mineral substances in or on the leased land; • A power of resumption; and • A right of entry and inspection for the purposes of providing and maintaining essential services. <p>Lessee covenants included in the special purpose lease include duty to pay rent, rates and taxes for leased land; use land for intended purposes specified in the lease; implement infrastructure; restrict development to property footprint and observe boundary/buffer setback restrictions; comply with applicable legislation; and obtain development approvals.</p> <p>2. Miscellaneous Application (Date Lodged: 14 December 2014, Dealing No. 598632)</p> <p>Records an access easement (Registration No. 598632) pursuant to s 14A and varied by s 14B AustralAsia Railway (Special Provisions) Act on:</p> <ul style="list-style-type: none"> • Lot 124 volume 179 folio 064, Playford (different from above: Volume 798 Folio 707) • Lot 198 volume 635 folio 663, Adelaide River, Plain 597/193A <p>3. Memorandum for Purposes of Statutory Restrictions Notice (Date Lodged: 10 October 1996, Dealing No. 361642)</p>

Town Camp Amangal (Adelaide River Town Camp)

Provides notice of statutory authority restriction per s 26A (Prescribed Property) Associations Incorporation Act for Section 124 Hundred Playford (Volume 179, Folio 064, which is different from above: Volume 798 Folio 707). Requires Ministerial consent for disposal of, charge or dealing for the prescribed property.

Level of Understanding

Owner – rights and responsibilities

There is a general level of understanding by the SPL/CL holders, but during consultations it was found that in many cases there was inactivity by the SPL/CL holder and/or there was limited capacity of the SPL/CL holder to drive change. This was found to be the main impediment to community development rather than any lack of understanding of rights and responsibilities as a SPL/CL holder.

Residents – understanding of lease arrangement

The level of understanding of residents was disparate – ranging from some having a sound understanding of the leasing arrangements and their rights/responsibilities, to others with a complete lack of understanding (for example, thinking they owned they house they lived in or considered that service providers were landlords with a right to deal with their tenancy of the house).

Compliance with lease conditions and legislation

There is no compliance monitoring undertaken in respect of Town Camp SPLs, so compliance with conditions are unknown.

Impediments in lease conditions and suggested amendments

Purpose of SPL is limited to Aboriginal Communal Purposes. Recommend this be amended, if required, to the purpose consistent with the proposed use of the land.

Relevant legislation for land dealings

Associations Act (NT) and Regulations
Special Purposes Leases Act (NT) and Regulations
Planning Act (NT) and Regulations, Northern Territory Planning Scheme
Stronger Futures in the Northern Territory Act 2012 (Cth)

Legislative impediments for land dealings and suggested amendments

Associations Act (NT)

Prescribed property requires Ministerial consent. Recommend a streamlined/fast-track process for consent to ensure minimal delays to land dealings.

Special Purposes Leases Act (NT)

Section 9A – prohibition on subdivision. Recommend Act be amended to remove prohibition.

Section 6(1) – any sublease, transfer, mortgage or surrender requires the Minister’s consent. Recommend a streamlined/fast-track process for consent to ensure minimal delays to land dealings.

Recommend that the provisions of the Act are amended to reflect the same rights and obligations as crown lease holders have under the *Crown Lands Act* (NT).

Planning Act (NT)

Unzoned land is not subject to land use controls under the *Planning Act* other than for:

- Clearing of native vegetation in excess of 1 ha; or
- Subdivision or consolidation of the land.

So the *Planning Act, Regulations* and the NT Planning Scheme will still apply in respect of potential subdivision of the land (in the event the subdivision prohibition under *Special Purposes Leases Act* (NT) is removed).

Town Camp Amangal (Adelaide River Town Camp)

Stronger Futures in the Northern Territory Act 2012 (Cth)

Section 34 – gives the Commonwealth broad powers to amend NT legislation relevant to Town Camps land, land dealings, planning and infrastructure. Ideally, this section would be removed, however as this is Commonwealth legislation any changes are not at the NT Government’s discretion.

Residential Tenancies Act (NT)

Whilst not relevant to the current land dealings, if any form of long term residential leasing is considered akin to ‘home ownership’ then that form of leasing may require exemption from the Residential Tenancies Act (NT) if the legislative provisions are found to be at odds with the proposed long term leasing model (i.e. landlord’s obligation to repair, payment of rates and taxes, payment in advance and payment of a premium).

Relevant legislation for lease holder	<i>Associations Act (NT)</i>
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Level of support provided to lease holder and suggested amendments	<p>No specific support for Aboriginal associations is provided by the Department of Business/Licensing NT and very limited support is provided in general to incorporated associations.</p> <p>Recommend transfer to incorporation under the Corporations (<i>Aboriginal and Torres Strait Islander</i>) Act 2006 (Cth).</p>
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Municipal and essential infrastructure

Summary

The Amangal community is located south of Adelaide River, NT. The community consists of nine residential dwellings, which are serviced by a road, sewer (septic tanks), water and electricity.

The status of the municipal infrastructure and services, being the sewerage, water supply, roads and road furniture, stormwater drainage, community structures, electrical supply and communication services were assessed in late 2016. No intrusive excavations or potholing of buried services were undertaken within the community. The condition of the above ground/visible services were assessed against a standardised rating, categorised as being in very poor, poor, good, very good or excellent condition.

Currently the municipal infrastructure at Amangal is generally in good condition. The accessible power and water infrastructure were in good condition, while the road infrastructure was generally in very poor condition, and the drainage also in poor condition. The community structures were assessed in very good condition. A summary of the recommended maintenance works required can be found in the following section.

A desktop study was undertaken to assess the capacity of the existing infrastructure and to determine whether it meets current relevant requirements and standards. This assessment was based on available drawings and the condition assessments from the site inspections.

The sewer network does not comply with relevant standards since the system consists of septic tanks and is not connected to the town sewer. It is recommended that further investigations are undertaken to determine if the town sewer and sewage ponds have sufficient capacity for the additional loads from Amangal, or if a dedicated rising main and pump station is required. Cost estimates have included a new reticulation main, rising main, and sewage pump station.

The water network does not comply with relevant standards as water main is too small and currently has a dead end. The capacity of the existing water main is insufficient. It is recommended that the network is upgraded to a looped DN150 PVC water main to comply with relevant standards. Water usage is proposed to be measured with a bulk water meter located at the community boundary. Additionally, residential lot water meters should be installed on the connection to each dwelling which will assist with bill distribution to residents and identifying any leaks in the internal network.

It is recommended that the roads are upgraded to two lane roads with footpaths and stormwater drainage, including kerbs and gutters, side entry pits, underground pipes, and culverts where required.

There was one playground inspected at Amangal, which was in very good condition, although a new shade cloth is required.

The electrical network generally complies with relevant standards and practices for private infrastructure but not with PWC standards. The calculated maximum demand is within the total capacity of the substation on site. It is recommended that the site infrastructure be upgraded to PWC standards and that new street lighting is installed.

Water infrastructure condition



Road infrastructure condition



Stormwater drainage condition



Community structure condition



Electrical infrastructure condition



■ Very poor ■ Poor ■ Good ■ Very good ■ Excellent

Details of communications infrastructure are held by Telstra and were not provided for this report. The NBN rollout map confirms that NBN is available to residents via satellite on application to an appropriate NBN access provider.

As no new developments are currently planned for the community, there are no additional upgrades for any type of infrastructure required to cater for future demand.

These recommendations are based on the site inspections and available data at the time. Further investigations/studies may be required for the engineering design of the upgrades. A detailed report can be found in Appendix B.

Recommended works

The following works, including maintenance to the existing infrastructure and upgrades to comply with relevant standards, are recommended for Amangal:

Sewerage

- DN150 PVC reticulation main with sewage pump station and DN150 PVC rising main

Water supply

- Clear cage of debris and repair minor leak on water meters
- Install new looped DN150 PVC looped water main, approximately 1500 m
- Install new DN150 bulk water meter
- Relocate eight water meters to property boundaries
- Repaint two fire hydrants
- Install three new fire hydrants

Roadworks

- A new custom entrance sign to the community
- Add eight new standard road signs (i.e. give way/speed restriction signs)
- Reseal 400 m of road, approximately 2850 m² including reshaping the shoulders
- Repair 100 m² of pavement cracks
- Repair 375 m of edge breaks
- General tidy of 1 km of road, including removing graffiti from pavement
- Add line marking to the road for increased safety approximately 1 km
- It is recommended that the road is upgraded to a two lane network with all appropriate road furniture, line marking, kerbs, footpaths, etc.

Stormwater drainage

- Reshape and remediate batters and invert level of swales. This may include protection in the form of dumped rock or gabion rock baskets to reduce the velocity of water and the impacts of scour and erosion.
- Clear blockages from two RCPs. These works may also require reshaping and remediating the swales to avoid the culvert filling with sediment again.

Community structures

- Install new shade cloth

Electrical services

- Replace one 80 W street light
- Replace one multiple metering switchboard
- Replace one switchboard inside the metering panel
- Install new street lighting - approximately 48 poles

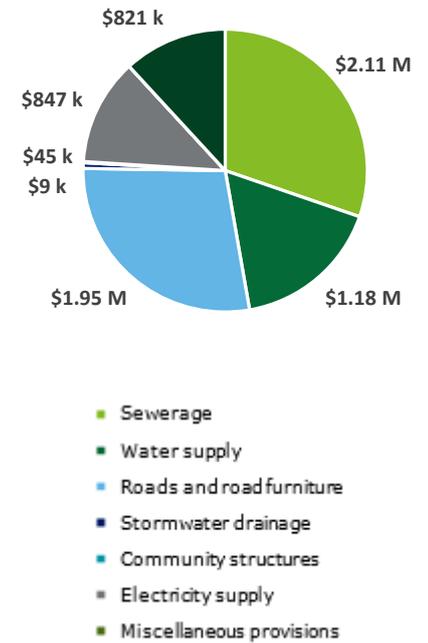
Communications

- No works are required because NBN is available to residents via satellite on application to an appropriate NBN access provider.

Cost estimates

The table below shows a summary of the cost estimates to undertake the maintenance required to fix the existing infrastructure, and to upgrade the existing network to meet current design standards. The estimates take into account a 30% contingency and are inclusive of GST.

Infrastructure	Maintenance of existing infrastructure	Upgrades to meet current design
Sewerage	\$ 0	\$ 2,107,000
Water supply	\$ 5,000	\$ 1,175,000
Roadworks	\$ 564,000	\$ 1,383,000
Stormwater drainage	\$ 45,000	\$ 0
Community structures	\$ 9,000	\$ 0
Electrical	\$ 23,000	\$ 824,000
Communications	\$ 0	\$ 0
Miscellaneous provisions	\$ 89,000	\$ 732,000
Total (including GST)	\$ 735,000	\$ 6,221,000
Grand total	\$ 6,956,000	



The cost estimates are a preliminary estimate only. Since Aurecon has no control over the cost of labour, materials, equipment or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Aurecon cannot guarantee actual costs will not vary from these estimates.

Housing

Introduction

Amangal was surveyed on the 17th of November 2016. All of the 9 funded dwellings³⁰ identified by the client were identified on site. Several residents were not home and 2 refused to allow access. All houses were surveyed completed externally and 4 were surveyed both internally and externally.

Current state of play

Housing summary and condition

The housing stock is aging with all houses believed to be older than 20 years. 78% of houses were considered to be of an average condition. However, this rating does not take into account the cleanliness of the residences and it doesn't mean they comply with the residential tenancy act. The majority of the houses are steel framed construction clad in metal sheeting on a concrete slab with sheet metal roofing. There are also a couple of houses constructed in blockwork.

Urgent and immediate issues

Refer to the individual housing reports in the appendices for evident WHS or OHS issues and urgent and immediate repair issues. When urgent and immediate issues were identified during an inspection, tenants were advised to raise the issues with the relevant service provider.

Hygiene and cleanliness of the residences were identified as a significant issue in the inspected houses. The conditions are unsanitary and are likely to manifest in any number of health problems.

Smoke alarms

Of the houses surveyed internally in Amangal, 1 was identified as having a non-serviceable smoke alarm.

Flooding

Anecdotally 5 of the houses in Amangal are said to flood.

Visitors

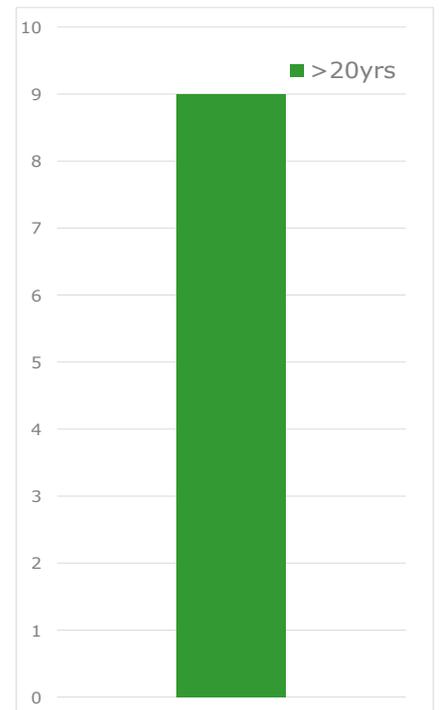
Of the dwellings to which we were permitted to access. One had 3 visitors and another had 7. The residence with 7 visitors was a 4-bedroom home with 6 permanent residents, resulting in 3.25 people per room and 6.5 people per toilet which would present significant strain on the amenities.

Overcrowding

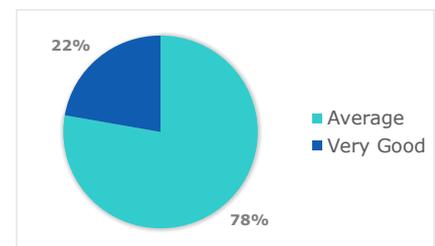
The surveys revealed that overcrowding is a result of transient populations and not the permanent residents that exist within the Town Camp.

Amenities

A snap shot of the community shows that on average there are 1.1 residents per bedroom and 2 per toilet. Individual houses analysis shows a maximum recorded occupancy of 1.5 people per room and maximum of 4 people per toilet. These would generally be considered suitable however during periods of high visitation these values would differ.



Amangal - Age of housing Stock



Amangal - Condition Summary

Amangal - Amenities

³⁰ A list of funded dwellings, provided by the client, has been included in the appendices.

Disabilities

Of the residents recorded in Amangal none identified themselves as having disabilities. 2 of the houses were recorded as having both grab rails and ramps.

Asbestos

Although all of the houses in Amangal are believed to be over 20 years old, and this would indicate a higher likelihood of asbestos, our reporting on site considered the presence of asbestos to be unlikely due to the construction materials that have been used.

Security

Of the houses we gained access to, 1 did not have serviceable doors and another 1 did not have serviceable windows. The houses in Amangal were not surrounded by fencing.

Recommended Works

Although the houses in Amangal are of average and good condition the cleanliness of the properties presents as a serious concern from a health and wellbeing perspective. It is proposed that all existing housing stock be refurbished or renovated to meet the standards of the Residential Tenancy Act. Once the houses have been brought to standards a maintenance plan needs to be implemented to prevent the standards from dropping below an acceptable limit.

The estimated cost to upgrade the current housing assets in Amangal to meet the standards of the Residential Tenancy Act, is \$2,060,897. This includes margins, adjustments and GST. Refer to Appendix C for the complete costing report.

Asbestos recommendations

We highly recommend that a specific asbestos inspections be performed to ensure the safety of residents.

For future works or maintenance contractors should be made aware there is a likely presence of asbestos before commencing any works to residences that were constructed prior to it being banned for use in the building industry. Contractors should refer to the HOW TO MANAGE AND CONTROL ASBESTOS IN THE WORKPLACE Code of Practice published by Safe work Australia. It is recommended that the materials be identified and houses labelled with appropriate warnings, as occupants and trespassers of the dwellings have been engaged in destructive activities that have disturbed the materials such as pulling down ceiling linings and pulling up asbestos floor tiles.

Economic development

<p>Social issues and themes voiced by residents</p>	<ul style="list-style-type: none"> • Poor housing condition • Slow response to repairs and maintenance
<p>Economic Development Opportunities</p>	<p>There are a number of economic opportunities at Amangal. It is estimated that at least one resident per house is employed with local businesses including road works, mine maintenance and childcare. An economic opportunity exists for residents to take part in a landscaping and/or fruit and vegetable production. A grant provided in 2014 has already provided residents with landscaping equipment including a tractor and associated garden equipment.</p> <p>Additional commercial opportunities for eco and cultural tourism including bush tucker foraging and culture induction could be explored. Potential economic opportunities need to be nurtured and given the proper long term support. However it should also be noted that the dispute of land rights and associated anthropological work could have impacts for commercial ventures. There needs to be support and training to both Indigenous employees and non-Indigenous employers to ensure lasting transition into employment.</p> <p>In order to develop more comprehensive employment opportunities we recommend that funding and private development contracts should include enforceable training and Indigenous employment clauses with set parameters to impart lasting skills onto local residents. Engaging residents in delivering Town Camps services is the first step to engaging the Town Camps as a whole in active employment.</p> <p>For detailed rationale and recommendations see the Economic Development section of the report.</p>
<p>Economic Aspirations</p>	<p>The lease is held by the Aboriginal Development Foundation Incorporated who have limited aspirations for economic development. The aspirations of residents appears to be higher than other Town Camps with a higher proportion of residents in active employment and many ideas being voiced for economic development options.</p>
<p>Investment Opportunities</p>	<p>Any private investment requires certain criteria to be filled before investment opportunities will realistically be pursued. This criteria includes:</p> <ul style="list-style-type: none"> • Certainty of ownership • Commercially viable income streams • Active market for any equity interests <p>When the above criteria is satisfied financial institutions and investors are in a position to provide financial and investment opportunities.</p> <p>The Amangal Town Camps currently does not meet the criteria for private investment opportunities into housing or infrastructure. The land and leasing structure provides no certainty of ownership. The difficulties in obtaining contributions from residents' means that potential income streams are not commercially viable. The leasing structure also makes active markets for any equity interest highly unlikely.</p> <p>It is unlikely that there will be private sector investment until there are changes that impact upon the above criteria.</p>
<p>Home Ownership Opportunities</p>	<p>Currently, there are no pathways to home ownership for residents within Amangal. The land and leasing structure makes it challenging for even the most informed organisations to successfully secure subleasing let alone individual residents. Further there are a number of additional considerations that need to be made prior to any lease amendment. For specific considerations and recommendations regarding the leasing structure refer to the Land Tenure, Leasing and Legislation summary above.</p> <p>Aside from the leasing structure there are a range of economic constraints that further restrict a pathway to home ownership for residents. Within Town Camps there is limited financial contributions by residents and limited control over tenancies. This provides minimal incentive to invest or purchase a house and as such results in there being no active market for Town Camps, which further dis-incentivises investment. For specific consideration of establishing a pathway to home ownership see the Economic Development section of the report.</p>

Governance

Governance Structure

The governance structure is restricted due to limited involvement of the leaseholder. This has meant that there is no enforcement with regard to tenancy management. Yilli Rreung Housing Aboriginal Corporation is contracted as the service provider and also tenancy manager

The current understanding of the governance structure is: the lease is held by the Aboriginal Development Foundation Incorporated and no other leases exist in relation to Amangal. Funding is provided by the Northern Territory Government to Yilli Rreung Housing Aboriginal Corporation for the provision of essential services, repairs and maintenance to the Town Camps.

This governance structure is characterised by confusion and unnecessary complication that does not afford residents the ability to control their own space and the assets located within the Town Camp. It is recommended that the leasing structure be simplified by empowering Town Camps residents to take control of their own space through the formulation of a regional body representative of the Town Camps residents. This can enable the design and implementation of sustainable maintenance programs.

It would then be appropriate for this regional body to use the funding to employ service providers that provide tenancy management, repairs, maintenance, municipal services and essential services. All of the governance and service providers need to have a clear connection to the local communities in order for them to be effective.

It is recommended there is the creation of a Central NT Government Division which assists with advice and the distribution of government funding to the regional body. The Central Division would provide support, oversight and governance for the regional body.

For detailed rationale and recommendations see the Governance section of the report.

Service Delivery Payment Arrangements

Yilli Rreung Housing Aboriginal Corporation acts as the Tenancy manager enters into tenancy agreements with Town Camp residents.³¹ Yilli Rreung has no authority or legal basis to evict residents for breaches of the tenancy agreements. This authority rests with the landlord

Yilli Rreung Housing Aboriginal Corporation issues rental statements to residents on a per house basis every 6 months, on request or whenever a tenant is in arrears.³²

Payments for rent are made primarily through Centrelink payments (approximately 80% of tenants pay via this method).³³ In other cases rent can be collected via cash payments, EFT payments, basic card payments and direct deposit.

Overall approximately 75% of tenants are currently contributing to the fees that are being charged. This is often 5 or 6 people contributing per house.³⁴

Essential Services Payment Arrangements

All houses serviced by Yilli Rreung Housing Aboriginal Corporation have power card meters that allow residents to pay directly for the power the use.³⁵ Water costs are included in the resident's fortnightly rental payments. The municipal and essential services grant covers the remainder of water and sewerage costs.³⁶

³¹ This information was provided in consultation with the Chief Executive Officer of Yilli Rreung Housing Aboriginal Corporation

³² This information was provided in consultation with the Chief Executive Officer of Yilli Rreung Housing Aboriginal Corporation

³³ This information was provided in consultation with the Chief Executive Officer of Yilli Rreung Housing Aboriginal Corporation

³⁴ This information was provided in consultation with the Chief Executive Officer of Yilli Rreung Housing Aboriginal Corporation

³⁵ This information was provided in consultation with the Chief Executive Officer of Yilli Rreung Housing Aboriginal Corporation

³⁶ This information was provided in consultation with the Chief Executive Officer of Yilli Rreung Housing Aboriginal Corporation