

Aper Alwerrkngge

Current State

March 2017

Legal and Legislative



Housing



Infrastructure



Economic Opportunity



Governance



Legend

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



Details

Region	Alice Springs
Lease	Special Purpose Lease 459 (in perpetuity)
Purpose	Aboriginal Communal Living

Governance Structure

- Original leaseholder:** Aper-Alwerrkngge Association Incorporated
- Current Leaseholder:** Territory Housing
- Tenancy:** Zodiac Business Services
- Maintenance:** Panel of Contractors
- Service Delivery:** Tangentyere Council Incorporated

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 Housing Maintenance Cost
\$598,324

Infrastructure

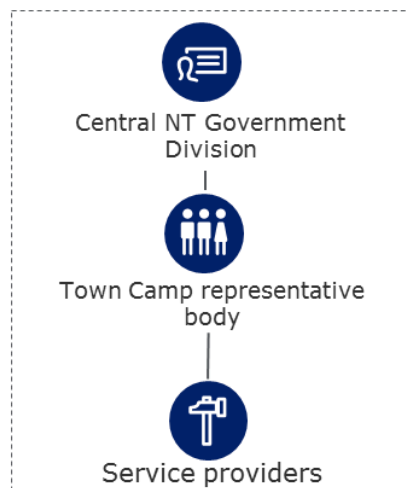


Deferred Maintenance Costs
\$23,000



Cost to meet Design standard
\$680,000

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.

Aper Alwerrkngge (Palmers)

Executive Summary

Land	Special Purposes Lease 459 in perpetuity owned by Aper-Alwerrkngge Association Incorporated
Service Provider	Tangentyere Council Incorporated
Findings	<ul style="list-style-type: none"> • There is limited capacity of the lease holder to drive change which is impeding 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 • Very little support is afforded to Aboriginal Associations under the Associations Act (NT) • Currently the municipal infrastructure at Palmers community is generally in either good or very good condition with the exception of the sewerage infrastructure which is in an overall poor condition • The sewer and water networks do not comply with relevant standards • 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 are \$23,000 • Estimated costs of infrastructure upgrades required to meet current design standards is circa \$680,000 • The houses in Aper Alwerrkngge were of an average to very good condition but the cleanliness of the properties presents a serious concern from a health and wellbeing perspective • Estimated cost of deferred housing maintenance is \$598,000 • Some economic development opportunities exist • There is currently no established pathways to private investment • There is currently no established pathway to home ownership • This governance structure is characterised by confusion and unnecessary complication which impedes development
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 works required can be found in the works section below • 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) • 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 • Stronger governance structures should lay the foundation for allocated responsibilities and support Town Camps to undertake a defined and co-ordinated pathways to economic development and home ownership

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- 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
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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 of the Town Camp, 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.

A workshop was held in the Tangentyere Board Room on 21/2/17 with Board Members and interested Town Camp residents, between 11:00am and 1:00pm. Approximately 9 Town Camp communities were represented. The same format was used as has been used throughout the Visioning process. Information was gathered about Place, Space, Interface, and from this Visions were extracted. The discussion was robust and more people participated than in the initial meeting, though it is obvious that some people are accepted as being able to speak up while others are there in support or just to listen.

Place

Alice Springs Town Campers are proud of who they are and the struggle they are involved in to be recognised as an important part of the Alice Springs community. They recognise that not everyone understands their struggle or their pride in who they are, including other Aboriginal people in Alice Springs. They say people are always looking at what is wrong with Town Camps and fail to see the strength and bonds that have been forged through years of struggle. They say they struggled for years to create their living spaces, through gaining leases and forming Housing Associations under the Tangentyere umbrella, and to maintain their control over how these Town Camps were run. They tell us that a report just prior to the Intervention assessed them against 10 standards that had been established as benchmarks of housing performance. They say they scored above the National average on 7 of these and were at the average on one and only failed to meet these benchmarks on two. They say they can't understand the logic of, in their words, "collapsing a successful housing management program" and replacing it with a system that has not produced anywhere near the same outcomes over the past 10 years.

In their view, all the current difficulties are a direct result of the Federal Government decision to remove their control over the leases as part of the Emergency Response (the Intervention). They say this meant that their previous slow, but gradual growth in managing their living spaces, was removed for a political decision that has not benefited them in any way. Prior to the forced relinquishment of their leases to the Commonwealth, they say they managed difficult residents, using trespass notices. The process was that the relevant housing association would come together, usually with the tenant, and see if it was possible for them to change their behaviour. If the tenant was willing to make changes, no eviction. If the tenant was unable to change they made a collective decision, and the offending tenant was issued with a trespass notice. The Town Campers say it worked well.

The Town Campers at the workshop were concerned at the means used, during the Emergency Response, to “coerce” Town Camp Presidents to convince their community to accept a lease and in their words, “betray their identity as Town Campers”. They see this as indicative of the way Government deals with them, and are keen to have a relationship where Town Campers are part of the solution, not the problem. There has been a great deal of research done over the past 20 years into various aspects of Town Camp management, and Tangentyere have been willing to share this research with the Review Team.

Local control over tenancy placement was an important issue for workshop participants. They say in the past they knew everyone who was living in their Town Camp community, but since the Intervention they have no idea who is in each house. They say this is also a problem for Police and Housing Safety Officers, who come into their community looking for people, and wake people up in the middle of the night by banging on their doors and windows. They want to see proper Tenancy Register so that outsiders, who need to see people, know where to go, and show some respect to other tenants. They believe the answer to this lies in developing Town Camp based Safety Officers, under the direction of local Housing Associations. There was concern expressed about the current policy of placing people who have no affiliation with the Town Camp community, into housing based on their place on the list. They say in Hidden Valley particularly this has turned a formerly well-managed community into a place with many social problems.

Space

As in all the other Town Camps R & M was a major issue, but for slightly different reasons. Participants say that they had a very solid tenancy management program, with a high incidence of rent collection prior to the Intervention. As with all Aboriginal Housing Associations they were constantly having to impress on people the importance of paying rent. They say they had the ability to trespass someone if they were too far in arrears. After the Intervention, they say they lost this ability. Tangentyere was responsible for R & M in those days and they were much more responsive, because you could just go and talk to someone. They say the current system locks them out. They have no relationship with the current service provider, and in fact say they feel unwelcome in their office. They see the company car drive around but they never stop, and they are strangers to them. The general view was that the condition of housing has declined since the Intervention.

There was some discussion about housing suitability, and there was general agreement of the need for a more diverse housing stock, that recognised the needs of aged and disabled people, and young families. There was little support for single men’s accommodation which they saw as causing more problems than it would solve. There were no real issues with design, though the need to provide shelter for families was raised. The participants said that under the Intervention there was an agreement that a temporary accommodation facility would be developed on the Northern side of Alice Springs, and on the Southern side. Aboriginal Hostels would be the managers of these facilities. Participants said the Southern facility was built, but not the Northern one. They say it works well, is always full, but the other facility needs to be built, and possibly one each on the Western and Eastern side. It is a recognised fact that when Aboriginal people are camping temporarily in an urban space, they prefer to camp in a geographic alignment with their country.

There was strong resistance to talking about Town Camp housing as Public Housing. Participants say they live in Aboriginal Housing, which is not the same

as Public Housing and has different rules that apply, such as affiliation to place. Some people thought the “Room to Breathe” initiative would work for them, and they felt that generally Town Camp residents were denied many of the programs available to other home occupiers because they lived in Town Camps. Yard maintenance was an issue, even though two of the participants were regarded as having houses with amazing gardens. They say in the old days Tangentyere helped with yard maintenance as part of their general community works program under CDEP. They say the new arrangements are that the NTG will maintain the area outside the yard, but not the area inside the fence. This is the tenants’ responsibility. In fact, they say with SIHIP, individual houses now have enormous yards, they believe, to cut back on the responsibilities of the municipal service providers. They say some houses have yards of around 3000 sq. metres. This is not seen as positive.

Interface

Alice Springs Town Camp residents have the same basic needs as other Town Camp residents throughout the Northern Territory for food, entertainment, and the basics of life. In Alice Springs that means, depending on location and need, people will use local major grocery chains, as well as smaller strategically located neighbourhood stores. They are an important client for these smaller stores, as their purchases generally are immediate need, e.g. Take away food, alcohol, etc. With an unknown number of people living in Town Camps or using Town Camps as their base, it is difficult to estimate their economic contribution to the town.

The participants were strong in their views that Town Camp residents are actively employed across the Alice Springs economy. Some people are employed as NTG or Aust. Govt staff, others work for the various NGOs who are providing services, and a significant number work for local Aboriginal organisations. All of these people are making a contribution. The Town Campers also make a significant contribution through their own organisation, Tangentyere Council. When Town Campers talk about their struggle for recognition the use a term they wanted me to include in their vision, “Handing on the Passion”. Tangentyere has been a constant voice for Aboriginal Town Campers for 40 years. During that time, it has offended or upset most Governments and service organisations. As an organisation, it is the one constant in Town Campers ongoing struggle, and they want it to have a greater say on their behalf about their future.

Tangentyere Board members and other Town Camp residents at the workshop just want to regain what they believe they lost with the Intervention, control over the Town Camp communities, and the delivery of services into these places. They firmly believe they can do a better job than anyone has been doing over the past 10 years.

Visions

The primary visions are:

- Participants want control of their Town Camp communities given back to them at a community level, but also at an organisational level. One is through the leases, the other through the delivery of services;
- They want to create safer communities through the development and resourcing of Town Camp based Community Safety Officers, with similar powers to Housing Safety Officers;

- They want more resources provided to create more achievable and sustainable employment and economic pathways. They believe Tangentyere Employment Services is the organisation to achieve this;
- They want more input into the decisions that are made to terminate people off the Community Development Program. They say you are 14 times more likely to be terminated if you are an Aboriginal person in the Alice Springs region than anywhere else in Australia;
- They want a proper tenancy register so that service providers, particularly the Police have an accurate up-to-date tenancy map;
- In the past Tangentyere Council carried Insurance coverage to cope with forced entry by others and vandalism. Though expensive it recognised that tenants are not always able to control what is done to their house. The policy was expensive, but is recognised as “a good idea” by participants.

Land Tenure, Leasing and Legislation

Owner	Aper-Alwerrkng Association Incorporated
Location	4 Basso Road, Stuart
Land	Lot 5180 Town of Alice Springs; CUFT Vol 747 Fol 786
Type of Tenure	Special Purpose Lease 459 (in perpetuity)
Commencement date SPL/CL	30 January 1979
Lease Purpose	Aboriginal Communal Living
Planning scheme zone	CL (Community Living)

Summary of Land Dealing Documents

1. Special Purpose Lease 459

Search certificate lists the following dealings:

- Underlease to Northern Territory of Australia – expiring 02/12/2012 (Date Registered: 9 June 2010, Dealing No. 728335)
- Sublease to Executive Director of Township Leasing – expiring 02 December 2049 (Date Registered: 9 June 2010, Dealing No. 728335)

The following reservations are listed:

- A right of entry in favour of the Minister to enter and inspect the land
- All minerals and mineral substances in or on the leased land including ores and substances
- A power of resumption
- A right of entry and inspection for the purposes of providing and maintaining water, sewer, electricity and other services

Provisions include the payment of annual rent and all rent due when demanded by the Minister; The lease is granted under and subject to the Special Purposes Leases Act and the Regulations.

Lessee covenants include: duty to pay rent annually in advance; use of the land only for the purposes for which it is leased (Aboriginal Communal Living); payment of all rates and taxes; compliance with all regulations pursuant to the Act; Commencement of erecting improvements on the lease land by 1 September 1979; submission of detailed plans for the development of the site to the Planning Branch of the Department of Lands and Housing; dust suppression and drained for stormwater to the satisfaction of the Minister; all internal roads and pathways be well drained and all weather construction; no building or structure or vehicle be within 8 meters of any road frontage; all water and sewerage works be carried out in accordance with standards required by the Local Authority; adequate firefighting equipment be provided on site and easily accessible; amenities on site for separate use by males and females; electrical reticulation conform at all times with the appropriate by-laws.

2. Lease (Date of Lease: 3 December 2009, Date Lodged: 8 June 2010, Date Registered: 9 June 2010, Dealing No. 728335)

Sublease for Lot 5180 Town of Alice Springs (Volume 622, Folio 260, and Plan S78/058). Aper-Alwerrkng Association Incorporated (Owner/Sub-Lessor) grants an interest in the whole of the land for an annual rent of \$1.00 (\$1.10 with GST), if demanded, to the Executive Director of Township (EDTL) (Tenant/Sub-Lessee) Leasing as Joint Tenants/Tenants in Common (Shareholding) with a sublease term from 3 December 2009 to 2 December 2049 with no right of renewal. The parties agree to negotiate in good faith the renewal of this sublease not later than 20 years before the end of the term. If the Sublessee overholds the Living Area without objection by the Sublessor, the term of the lease will change to a six month lease term with the same terms and conditions in this sublease. The sublease will automatically end if the Lease ends for any reason.

The conditions and covenants implied by Sections 117 and 199 *Law of Property Act* shall not apply to this lease.

Transition from existing arrangements

Tenants have the right to continue to occupy and use the land and improvements on it subject to the terms of this sublease (Tenant's Right of Occupation) and rents are payable to the Sublessee.

Consultative Forum

The parties agree to a Consultative Forum for the Alice Springs Living Area Subleases. The Consultative Forum facilitates communication and discuss land use and other issues arising from the performance of the Alice Springs Living Area Subleases with regard to the interests of the Alice Springs Living Area Association and other legitimate community interests; and performs other functions agreed by parties. The Sublessee is required to consult with the Consultative Forum and have regards for any recommendations regarding future development, housing management agreements, Living Area Underleases, material contracts and other matters related to the administration of the subleased area.

Advisory Housing Forum

The parties agree to an Advisory Housing Forum for the Alice Springs Living Area Subleases to facilitate communication between the Commonwealth of Australia, the Territory and Tangentyere Council in relation to tenancy management issues in the subleased Alice Springs Living Areas. The Advisory Housing Forum does not meet the power to bind the parties to the sublease.

Sublessee covenants include:

- a. To pay rent, rates (including outgoings), taxes and charges (including services charges), insurance (including improvements and public risk)
 - b. To comply with applicable laws, government agency notices and/or planning scheme requirements
 - c. To comply with lease terms and conditions
 - d. To use land for intended lease purposes, including development of the Living Area for the benefit of current and future residents
 - e. To indemnify Sublessor against all actions, claims, losses, demands, damages from damage or loss of property; and the death or injury to any person in the Living Area
 - f. To release the Sublessor of all claims, liabilities, actions, suites, demands, costs and expenses from loss or damage to any personal property in the Living Area; death or injury of any person in any part of the Living Area and an act or omission of the Sublessor or its agent in the Living Area; and failure of any of the services
 - g. To return the Living Area to the Sublessor at the expiration, surrender or earlier determination of the Sublessee's occupation in a condition consistent with its obligations under the sublease
 - h. To novate and/or assign Living Area, service or maintenance agreements or other agreements, Housing Management agreements, licences and underleases at the expiration, surrender or earlier determination to the Sublessor
 - i. To facilitate the grant of tenancy agreement to the person holding the Tenant's Right of Occupation
 - j. To permit service providers to continue to occupy and use the land, and make improvements on it subject to the terms of this sublease and rent is payable to the Sublessee
 - k. Enable Living Area Underlessees, Licensees and persons holding rights of occupation to enjoy and exercise their rights, title and other interests under their underleases, licences and rights of occupation
 - l. Provide access to premises and shall not interfere with the enjoyment and rights of Underlessees, licensees and persons holding rights of occupation
 - m. Provide reasonable access to provide community services, Tangentyere Council to complete initial upgrade works, municipal service provides, postal service providers but shall not interfere with the enjoyment and rights of underlessees, licensees and persons holding rights of occupation
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- n. Provide Sublessor right to reasonably access the Living area to carry out investigations for breach of sublease terms, covenants and conditions
- o. Maintain, repair or replace any existing improvement, if the lease requires, and new improvements
- p. To pay the Sublessor, upon demand for all works carried out by the Sublessor where the Sublessee has failed to carry out works under its sublease obligations
- q. To grant Sublessor ownership of Sublessee improvements at the expiry of the lease term for consideration of \$1, if demanded by Sublessee
- r. To ensure that there is a Housing Management Agreement to provide housing services to Aboriginals in the Living Area and each agreement includes a clause requiring the Housing Authority to consult with the Sublessor regarding housing and tenancy management policies and procedures (not less than every 6 months)
- s. Notify the public (in the local newspaper, national newspaper and other media) of a proposal to enter into a Housing Management Agreement during the 10th, 20th and 30th years of this sublease
- t. To grant the Sublessor with a Living Area Underlease of vacant land in the living area
- u. To not grant a Living Area Underlease over a Housing Area without consent of the Territory
- v. To continue its obligations and liabilities under this Sublease after the granting of a Living Area Underlease or Living Area Licence
- w. To amend or terminate any Housing Management Agreement, Living Area Underlease or Living Area Licence not granted in accordance with its Sublease if directed by the Sublessor
- x. Develop guidelines (Home Ownership Guidelines) to enable Aboriginal people to acquire long-term secure tenure to individual houses and related land

Sublessor covenants include:

- a. Enable Living Area Underlessees, Licensees and persons holding rights of occupation to enjoy and exercise their rights, title and other interests under their underleases, licences and rights of occupation
- b. Provide access to premises and shall not interfere with the enjoyment and rights of underlessees, licensees and persons holding rights of occupation
- c. Provide reasonable access to provide community services, Tangentyere Council to complete initial upgrade works, municipal service providers, postal service providers but shall not interfere with the enjoyment and rights of underlessees, licensees and persons holding rights of occupation
- d. Allow Sublessee to alter, remove or demolish existing improvements
- e. Reserving the right to carry out any works for existing improvements to comply with applicable law, planning scheme or requirements that are not the responsibility of Sublessee or where the Sublessee fails to comply with requirements
- f. Allow Sublessee to erect, install, alter, remove, refurbish and demolish Sublessee improvements that are compliant with applicable building codes, environmental health standards and the National Indigenous Housing Guide
- g. Allow Sublessee to maintain ownership of its improvements and services during the lease term
- h. Allow the Sublessee to grant a Living Area Underleases, including a Living Area Underlease of Community Land to the Association, as long as it is compliance with conditions in Section 10.6 of this Sublease
- i. Allow the Sublessee to consider a request for a Living Area Underlease from a person other than the Sublessor or its nominee
- j. Develop guidelines (Home Ownership Guidelines) to enable Aboriginal people to acquire long-term secure tenure to individual houses and related land
- k. To provide quiet enjoyment of the premises
- l. To produce all necessary certificates requested by Sublessee

The sublease includes terms and conditions relating to Northern Territory, Department of Families, Housing Community Services and Indigenous Affairs of the Commonwealth of Australia

Blank Non Lapsing Caveat and General Consent forms are attached to the sublease

A letter from the Minister for Planning and Lands, dated 29 July 2009, is attached to the Sublease consenting to the registration of Special Purposes Lease 459 for Aboriginal communal purposes for Lot 5180 Town of Alice Springs.

3. Sublease (Date of Sublease: 3 December 2009, Date Lodged: 9 June 2010, Date Registered: 9 June 2010, Dealing No. 728355)

Executive Director of Township Leasing (Underlessor) grants an underlease (Housing Management Agreement) to Northern Territory of Australia (Underlessee) for Lot 5180 Town of Alice Springs (Volume 747, Folio 786, and Plan S78/058) from 3 December 2009 to 2 December 2012 in consideration for \$1 (\$1.10 with GST), if demanded, with no right of renewal. If the Underlessee overholds the Living Area without objection by the Underlessor, the term of the lease will change to a monthly lease term with the same terms and conditions in this sublease. The Underlease will automatically end if the sublease ends for any reason.

The conditions and covenants implied by Sections 117 and 199 *Law of Property Act* shall not apply to this lease.

Underlessee covenants include:

- a. Enable Underlessor to provide services to, on, over, through or under the Living Area (with not less than 14 days' notice of works or grant of licences) and carry on improvement works
 - b. To comply with Lease and Sublease terms and conditions
 - c. To maintain insurance cover for improvements \$10,000,000 for destruction or damage and \$2,000,000 for contingencies for any one occurrence) and public liability, including personal injury and loss destruction or damage to any property (not less than \$20,000,000 for any one occurrence)
 - d. To pay rent, rates (including outgoings), taxes and charges (including services charges), insurance (including improvements and public risk)
 - e. To comply with applicable laws, government agency notices and/or planning scheme requirements
 - f. To comply with lease terms and conditions
 - g. To use land for intended lease purposes
 - h. To indemnify Underlessor against all actions, claims, losses, demands, damages from damage or loss of property; and the death or injury to any person in the Living Area
 - i. To release the Underlessor of all claims, liabilities, actions, suites, demands, costs and expenses from loss or damage to any personal property in the Living Area; death or injury of any person in any part of the Living Area and an act or omission of the Underlessor or its agent in the Living Area; and failure of any of the services
 - j. To return the Living Area to the Underlessor at the expiration, surrender or earlier determination of the Underlessee's occupation in a condition consistent with its obligations under the sublease
 - k. To novate and/or assign Living Area, service or maintenance agreements or other agreements, Housing Management agreements, licences, underleases and improvements at the expiration, surrender or earlier determination to the Underlessor
 - l. To facilitate the grant of tenancy agreement to the person holding the Tenant's Right of Occupation
 - m. To permit service providers to continue to occupy and use the land, and make improvements on it subject to the terms of this underlease
 - n. Provide access (including Underlessor, Sublessor and Lessor) to premises and shall not interfere with the enjoyment and rights of underlessees, licensees and persons holding rights of occupation
 - o. Provide reasonable access to provide community services, Tangentyere Council to complete initial upgrade works, municipal service provides, postal service providers but shall not interfere with the enjoyment and rights of underlessees, licensees and persons holding rights of occupation
 - p. Provide Underlessor right to reasonably access the Living area to carry out investigations for breach of sublease terms, covenants and conditions
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- q. Maintain, repair or replace any existing improvement, if the underlease requires, and new improvements
- r. To pay the Underlessor, upon demand for all works carried out by Underlessor where the Underlessee has failed to carry out works under its sublease obligations
- s. To amend or terminate any Housing Management Agreement, Living Area Underlease or Living Area Licence not granted in accordance with its Underlease if directed by the Underlessor
- t. To acknowledge that the Underlessor may grant an underlease of community land

Underlessor covenants include:

- a. Ensure that arrangements and procedures are in place to minimise any disruption to the Underlessee's use of the land during the undertaking of works
- b. Pay rent, licence fees or other monies under or in connection with the Tenant's Right of Occupation are payable to the Underlessee
- c. To allow the Underlessee to grant land licences
- d. Enable Living Area Underlessees, Licensees and persons holding rights of occupation to enjoy and exercise their rights, title and other interests under their underleases, licences and rights of occupation
- e. To allow Underlessee to grant Tenancy Agreements, underleases and land licences with Underlessor's prior written consent
- f. Provide access to premises and shall not interfere with the enjoyment and rights of underlessees, licensees and persons holding rights of occupation
- g. Provide reasonable access to provide community services, Tangentyere Council to complete initial upgrade works, municipal service providers, postal service providers but shall not interfere with the enjoyment and rights of underlessees, licensees and persons holding rights of occupation
- h. Allow Underlessor to alter, remove or demolish existing improvements
- i. Reserving the right to carry out any works for existing improvements to comply with applicable law, planning scheme or requirements that are not the responsibility of Sublessee or where the Underlessee fails to comply with requirements
- j. Allow Underlessee to maintain ownership of its improvements and services during the lease term
- k. To allow Underlessor grant a Living Area Underleases, including a Living Area Underlease of Community Land to the Association, Tenancy Agreements and land licences. Prior written consent is only required from Underlessor for community land
- l. Develop guidelines (Home Ownership Guidelines) to enable Aboriginal people to acquire long-term secure tenure to individual houses and related land
- m. To provide quiet enjoyment of the premises
- n. To produce all necessary certificates requested by Underlessee

A letter from the Minister for Planning and Lands, dated 29 July 2009, provides consent to the registration of the underleases over the leases for Special Purpose Lease 493, 412, 550, 543, 536, 438, 426, 459, 409, 450, 554, 473 and Crown Lease Perpetual 1111 and 1112, as an aboriginal settlement, residential housing, communal living, camping and ancillary uses.

4. Unregistered Housing Lease Concerning the Alice Springs Town Camps

The NTA grants to the Chief Executive Officer (Housing) ('CEOH') an underlease of parts of the land comprising 16 of the Alice Springs Town Camps in consideration of \$1.00 rent payable on demand. The Housing Lease commences and expires/terminates on the same dates as the Sublease from EDTL to NTA.

The CEOH must:

- Pay all rates, charges and taxes in respect of the premises;
- Pay for all electricity, water and gas consumed or used on the premises;
- Comply with the Sublease between the EDTL and NTA;

- Only use the premises for purposes consistent with permitted use defined in the subleases between EDTL and NTA – i.e. consistent with the purposes of the SPL/CL and for the purposes of provision of community or public housing services and related infrastructure.

The CEOH may:

- transfer, sublet or assign the sublease; and
- tenant, sublet or underlease in accordance with the permitted use.

5. Unregistered Public Housing Tenancy Agreements – Fixed Term Tenancy

All tenants of the CEOH public housing must enter into this agreement which is in accordance with the *Residential Tenancies Act* (NT) and *Housing Act* (NT).

The agreement includes usual tenancy provisions including:

- Paying rent (which may be adjusted by CEOH);
- Paying a bond;
- Providing information in relation to identity;
- Only using premises for residential purposes; and
- Obligations in relation to maintenance and use of the premises.

However, specific to public housing the agreement also provides:

- CEOH powers to require the tenant to enter into an Acceptable Behaviour Agreement in accordance with the *Housing Act*;
- Public Housing Officers will monitor and control the premises; and
- The tenant must disclose the recognised occupiers of the premises.

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 the 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 Living. 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.

Special Purposes Leases Act (NT)

Legislative impediments; and

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.

<p>Suggested amendments</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 Crown Lands Act (NT).</p> <p>Planning Act (NT)</p> <p>Any proposed development on the land must comply with the Planning Act, Regulations 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 Native Title Act 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>Applies to the tenancy agreements between CEO (Housing) and residents of public housing on the Town Camp.</p> <p>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).</p> <p>Housing Act (NT)</p> <p>Applies to the tenancy agreements between CEO (Housing) and residents of public housing on the Town Camp.</p>
<p>Relevant legislation for lease holder</p>	<p><i>Associations Act (NT)</i></p>
<p>Level of support provided to lease holder and suggested amendments</p>	<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>

Municipal and essential infrastructure

Summary

The Aper Alwerrkngge (or Palmers) community is located north of Alice Springs. The community consists of six residential dwellings, which are serviced by a single 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 Palmers community is generally in either good or very good condition with the exception of the sewerage infrastructure which is 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 and sewage pump station do not comply with relevant standards. The sewer network has sufficient capacity for the current number of houses. It is recommended that the pump station is decommissioned and replaced with a new gravity main to the town sewer off Basso Road.

The water network does not comply as the DN100 water mains is undersized by relevant standards. Furthermore, the capacity of the existing water main is insufficient. 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.

The community structures at Palmers include a basketball court, BBQ area and playground. All were in good or very good condition.

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 fixed telecommunications line on application to an appropriate NBN access provider.

Sewerage infrastructure condition



Water infrastructure condition



Road infrastructure 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 Aper Alwerrknge (Palmers) community:

Sewerage

- Decommission and remove existing pump station
- Install new gravity main to connect to the town sewer off Basso Road.

Water supply

- Repair existing air valve
- Repaint one fire hydrant
- Install up to six new residential lot water meters
- Replace water main with DN150 PVC, approximately 200 m
- Install new DN150 water meter at community boundary
- Install one new fire hydrant

Roadworks

- Repair 45 m of edge breaks
- Fill and reseal one large pothole
- Clean entrance sign
- 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

- Construct kerbs and gutters, side entry pits, and underground drainage.

Community structures

- General clean of playground/BBQ area/basketball court
- Install net on basketball ring
- Contract a BBQ technician to ensure BBQ is in working order, if not conduct necessary repairs to make it operational

Electrical services

- Replace two 70W street lights.
- Replace one underground pillar
- Install new street lighting - approximately 5 poles

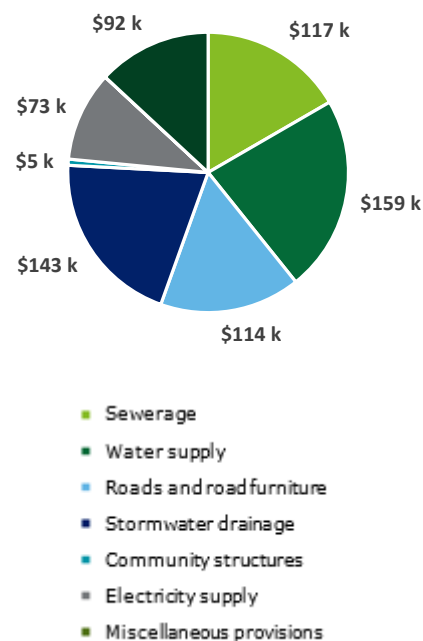
Communications

- 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, are inclusive of GST, and include a location factor for Town Camps outside of Darwin.

Infrastructure	Maintenance of existing infrastructure	Upgrades to meet current design
Sewerage	\$ 0	\$ 117,000
Water supply	\$ 2,000	\$ 157,000
Roadworks	\$ 4,000	\$ 110,000
Stormwater drainage	\$ 0	\$ 143,000
Community structures	\$ 5,000	\$ 0
Electrical	\$ 1,000	\$ 72,000
Communications	\$ 0	\$ 0
Miscellaneous provisions	\$ 11,000	\$ 81,000
Total (including GST)	\$ 23,000	\$ 680,000
Grand total	\$ 703,000	



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

Aper Alwerrkngge was surveyed on the 16th of January 2017 and on the 14th of March 2017. Of the 7 funded dwellings¹ identified by the client, 7 were identified on site.

Current state of play

Housing summary and condition

The housing stock is 10 to 20 years old. 29% were considered to be in a very good condition and 71% in an average condition. These ratings do not take into account the cleanliness of the residences and does not mean they comply with the Residential Tenancies Act. Majority of the houses are of ground level blockwork construction with sheet metal roofing.

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 Aper Alwerrkngge 1 was identified as having a non-serviceable smoke alarms.

Flooding

Anecdotally, none of the houses were said to flood.

Visitors

Of the dwellings to which we were permitted access, only 1 had visitors. This residence had 4 visitors in a 3-bedroom home with 4 permanent residents, resulting in 2.7 people per room and 8 people per toilet and bathroom. This would increase strain on amenities.

Overcrowding

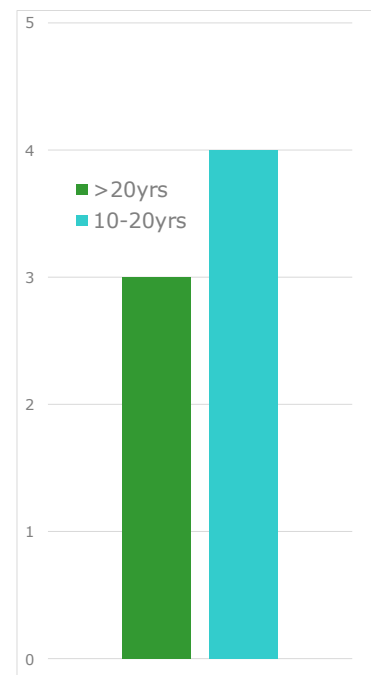
The surveys revealed that overcrowding is a result of transient populations and not the permanent residents that exist within the Town Camp.

Amenities

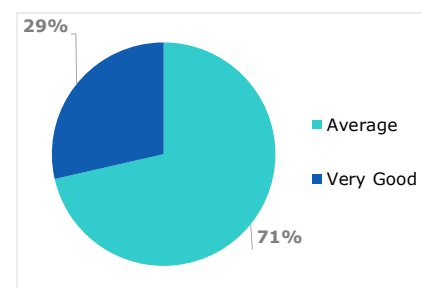
The data analysis of the community shows that on average there were 1.1 resident per bedroom and 2.5 per toilet. Of the individual houses surveyed, the maximum recorded occupancy was 2 people per room however, during periods of high visitation these values would differ.

Disabilities

Of the residents recorded, 1 was noted to have a disability. 2 houses had ramps including the house that accommodated the disabled tenant. 3 houses had appropriate grab rails in the wet areas.



Aper Alwerrkngge - Age of Housing Stock



Aper Alwerrkngge - Condition Summary

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

Asbestos

3 of the houses are reported to be over 20 years old. The inspections did not reveal an indication of asbestos, however the age of the housing makes its presence possible.

Security

Of the houses we gained access to, all had serviceable doors and windows. The houses in Aper Alwerrkngge were surrounded by fences that were generally found to be in an average condition.

Recommended Works

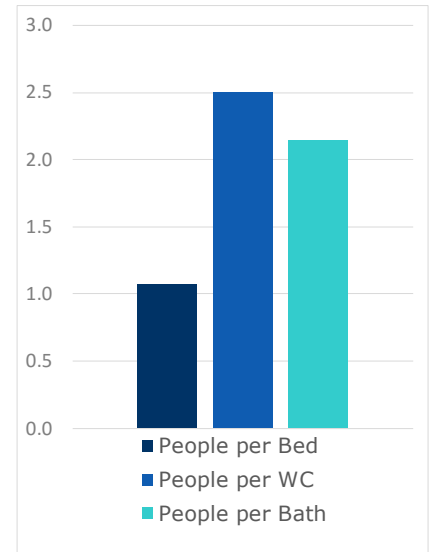
The houses in Aper Alwerrkngge were of average to very good condition. The cleanliness of the properties presents a serious concern from a health and wellbeing perspective. It is proposed that all existing housing stock be refurbished or renovated to meet the standards of the Residential Tenancy Act. Once the houses have been brought to meet the 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 Aper Alwerrkngge to meet the standards of the Residential Tenancy Act, is \$598,324. 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.



Aper Alwerrkngge - Amenities

Economic development

Social issues and themes voiced by residents	<ul style="list-style-type: none"> • Lease & Governance details are confusing and hard to understand for residents • Slow response to repairs and maintenance needs • Sentiments by residents of broken promises
Economic Development Opportunities	<p>Future economic development opportunities are most likely to be tied to the delivery of services to the Town Camp. This presents an opportunity to engage local residents in the journey down a pathway of economic participation. To do this it is recommended that funding provided to service providers and contractors be contingent upon the employment of local residents with set parameters that impart lasting skills.</p> <p>This pathway has the potential to build the capacity of Town Camp residents leading to pooled employment services, individual employment and finally the development of indigenous business.</p> <p>Alice Springs Towns Camps currently have the opportunity for pooled employment services as well as individual employment. In several cases instances of these are already occurring. The limitations on consultation in Alice Springs has restricted the analysis of these options in detail.</p> <p>For detailed rationale and recommendations see the Economic Development section of the report.</p>
Economic Aspirations	<p>Workshop participants voiced their desire for a local Aboriginal organisation controlled by the residents to take over the lease.</p> <p>Workshop participants want a housing program that is locally based and employs local residents.</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 finance and investment opportunities can be pursued.</p> <p>The Aper Alwerrkngge Town Camp currently does not meet the criteria for private investment opportunities into housing or infrastructure. The leasing structure provides no certainty of ownership and difficulties in collecting 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 is changes that impact upon the above criteria.</p>
Home Ownership Opportunities	<p>Currently, there is no pathway to home ownership for residents within Aper Alwerrkngge Town Camp. The land and leasing structure makes it difficult 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 consideration and recommendations regarding the leasing structure see the Land Tenure, Leasing and Legislation summary above.</p> <p>Aside from the leasing structure there are a range of economic constraints that confirms the absence of a pathway to home ownership for Town Camp residents. Limited contributions from residents, limited control over tenancies provides very little incentive for anyone to buy a house within a Town Camp. Ultimately this has resulted in no active market for Town Camps houses which further dis-incentivises any 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>The current governance structure within Aper Alwerrkngne Town Camp begins with the original leaseholder the Aper-Alwerrkngne Association Incorporated. This association has entered into a sublease with the Executive Director of Townships Leasing (EDTL). The EDTL then underleases the Town Camp on a month to month basis to the Northern Territory of Australia. Parcels of land are then underleased again to the Chief Executive Officer (CEO) of Housing who in turn outsources tenancy management functions to Zodiac Business Services. Repairs and maintenance as the responsibility of the CEO Housing is outsourced to panel of contractors including Ingkerreke Commercial, S&R Building and Construction, SDA & Co Pty Ltd and Tangentyere Construction.</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>Payments for service delivery to the Town Camp are incorporated in the rental payments made by residents. Rental payment amounts are determined based on the market rent for the property. Residents than pay proportion of this market rent depending on their personal circumstances. Payments are typically arranged as automatic deductions in consultation with Zodiac Business Services.²</p> <p>For the financial year to date the Aper Alwerrkngne Town Camp is paying all of the total rent charged to Town Camp residents.³</p>
<p>Essential Services Payment Arrangements</p>	<p>Aper Alwerrkngne Town Camp essential services are delivered by Tangentyere Council Incorporated who receive funding through an agreement with the Department of Housing and Community Development. The Department collects contributions for essential services (rates, water and sewerage) as part of resident’s wider payments of rent. The residents pay for the power they use.⁴</p>

² This information was provided in consultation with Zodiac Business Services and the Department of Housing and Community Development

³ This information was provided by the Department of Housing and Community Development

⁴ This information was provided in consultation with Zodiac Business Services and the Department of Housing and Community Development

Ewyenper Atwatye

Current State

March 2017

Legal and Legislative



Housing



Infrastructure



Economic Opportunity



Governance



Legend

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



Details

Region	Alice Springs
Lease	Special Purpose Lease 473 (in perpetuity)
Purpose	Aboriginal Communal Living

Governance Structure

- Original leaseholder:** Ewyenper-Atwatye Association Incorporated
- Current Leaseholder:** Territory Housing
- Tenancy:** Zodiac Business Services
- Maintenance:** Panel of Contractors
- Service Delivery:** Tangentyere Council Incorporated

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 lease type and purpose to enable wider uses of the land

Housing



Number of replacement houses



Cost of replacement houses
\$0



Deferred housing Maintenance Cost
\$4.64m

Infrastructure

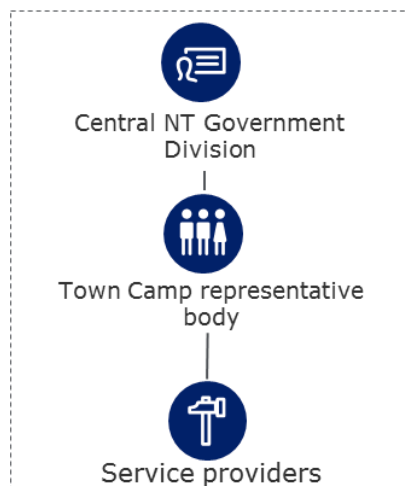


Deferred Maintenance Costs
\$107,000



Cost to meet Design standard
\$104,000

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.

Ewyenper Atwatye (Hidden Valley)

Executive summary

Land	Special Purposes Lease 473 in perpetuity owned by Ewyenper-Atwatye Association Incorporated
Service Provider	Tangentyere Council Incorporated
Findings	<ul style="list-style-type: none"> • There is limited capacity of the lease holder to drive change which is impeding 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 • Very little support is afforded to Aboriginal Associations under the Associations Act (NT) • Currently the municipal infrastructure at Hidden Valley is generally in either good or very good condition • 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 are \$107,000 • Estimated costs of infrastructure upgrades required to meet current design standards is circa \$104,000 • The houses in Ewyenper Atwatye were in poor to excellent condition. The cleanliness of the properties presents a serious concern from a health and wellbeing perspective • Estimated cost of deferred housing maintenance is \$4.64 million • Some economic development opportunities exist • There is currently no established pathways to private investment • There is currently no established pathway to home ownership • This governance structure is characterised by confusion and unnecessary complication which impedes development
Recommendations	<ul style="list-style-type: none"> • The purpose of the lease should 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 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) • Stronger governance structures should lay the foundation for allocated responsibilities and support Town Camps to undertake a defined and co-ordinated 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 of the Town Camp, 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.

A workshop was held in the Tangentyere Board Room on 21/2/17 with Board Members and interested Town Camp residents, between 1100 and 1300. Approximately 9 Town Camp communities were represented. The same format was used as has been used throughout the Visioning process. Information was gathered about Place, Space, Interface, and from this Visions were extracted. The discussion was robust and more people participated than in the initial meeting, though it is obvious that some people are accepted as being able to speak up while others are there in support or just to listen. CCC appreciates the input and respect shown throughout the workshop.

Place

Alice Springs Town Campers are proud of who they are and the struggle they are involved in to be recognised as an important part of the Alice Springs community. They recognise that not everyone understands their struggle or their pride in who they are, including other Aboriginal people in Alice Springs. They say people are always looking at what is wrong with Town Camps and fail to see the strength and bonds that have been forged through years of struggle. They say they struggled for years to create their living spaces, through gaining leases and forming Housing Associations under the Tangentyere umbrella, and to maintain their control over how these Town Camps were run. They tell me that a report just prior to the Intervention assessed them against 10 standards that had been established as benchmarks of housing performance. They say they scored above the National average on 7 of these and were at the average on one and only failed to meet these benchmarks on two. They say they can't understand the logic of, in their words, "collapsing a successful housing management program" and replacing it with a system that has not produced anywhere near the same outcomes over the past 10 years.

In their view, all the current difficulties are a direct result of the Federal Government decision to remove their control over the leases as part of the Emergency Response (the Intervention). They say this meant that their previous slow, but gradual growth in managing their living spaces, was removed for a political decision that has not benefited them in any way. Prior to the forced relinquishment of their leases to the Commonwealth, they say they managed difficult residents, using trespass notices. The process was that the relevant housing association would come together, usually with the tenant, and see if it was possible for them to change their behaviour. If the tenant was willing to make changes, no eviction. If the tenant was unable to change they made a collective decision, and the offending tenant was issued with a trespass notice. The Town Campers say it worked well.

The Town Campers at the workshop were concerned at the means used, during the Emergency Response, to “coerce” Town Camp Presidents to convince their community to accept a lease and in their words, “betray their identity as Town Campers”. They see this as indicative of the way Government deals with them, and are keen to have a relationship where Town Campers are part of the solution, not the problem. There has been a great deal of research done over the past 20 years into various aspects of Town Camp management, and Tangentyere have been willing to share this research with the Review Team.

Local control over tenancy placement was an important issue for workshop participants. They say in the past they knew everyone who was living in their Town Camp community, but since the Intervention they have no idea who is in each house. They say this is also a problem for Police and Housing Safety Officers, who come into their community looking for people, and wake people up in the middle of the night by banging on their doors and windows. They want to see proper Tenancy Register so that outsiders, who need to see people, know where to go, and show some respect to other tenants. They believe the answer to this lies in developing Town Camp based Safety Officers, under the direction of local Housing Associations. There was concern expressed about the current policy of placing people who have no affiliation with the Town Camp community, into housing based on their place on the list. They say in Hidden Valley particularly this has turned a formerly well-managed community into a place with many social problems.

Space

As in all the other Town Camps R & M was a major issue, but for slightly different reasons. Participants say that they had a very solid tenancy management program, with a high incidence of rent collection prior to the Intervention. As with all Aboriginal Housing Associations they were constantly having to impress on people the importance of paying rent. They say they had the ability to trespass someone if they were too far in arrears. After the Intervention, they say they lost this ability. Tangentyere was responsible for R & M in those days and they were much more responsive, because you could just go and talk to someone. They say the current system locks them out. They have no relationship with the current service provider, and in fact say they feel unwelcome in their office. They see the company car drive around but they never stop, and they are strangers to them. The general view was that the condition of housing has declined since the Intervention.

There was some discussion about housing suitability, and there was general agreement of the need for a more diverse housing stock, that recognised the needs of aged and disabled people, and young families. There was little support for single men’s accommodation which they saw as causing more problems than it would solve. There were no real issues with design, though the need to provide shelter for families was raised. The participants said that under the Intervention there was an agreement that a temporary accommodation facility would be developed on the Northern side of Alice Springs, and on the Southern side. Aboriginal Hostels would be the managers of these facilities. Participants said the Southern facility was built, but not the Northern one. They say it works well, is always full, but the other facility needs to be built, and possibly one each on the Western and Eastern side. It is a recognised fact that when Aboriginal people are camping temporarily in an urban space, they prefer to camp in a geographic alignment with their country.

There was strong resistance to talking about Town Camp housing as Public Housing. Participants say they live in Aboriginal Housing, which is not the same

as Public Housing and has different rules that apply, such as affiliation to place. Some people thought the "Room to Breathe" initiative would work for them, and they felt that generally Town Camp residents were denied many of the programs available to other home occupiers because they lived in Town Camps. Yard maintenance was an issue, even though two of the participants were regarded as having houses with amazing gardens. They say in the old days Tangentyere helped with yard maintenance as part of their general community works program under CDEP. They say the new arrangements are that the NTG will maintain the area outside the yard, but not the area inside the fence. This is the tenants' responsibility. In fact, they say with SIHIP, individual houses now have enormous yards, they believe, to cut back on the responsibilities of the municipal service providers. They say some houses have yards of around 3000 sq. metres. This is not seen as positive.

Interface

Alice Springs Town Camp residents have the same basic needs as other Town Camp residents throughout the Northern Territory for food, entertainment, and the basics of life. In Alice Springs that means, depending on location and need, people will use local major grocery chains, as well as smaller strategically located neighbourhood stores. They are an important client for these smaller stores, as their purchases generally are immediate need, e.g. Take away food, alcohol, etc. With an unknown number of people living in Town Camps or using Town Camps as their base, it is difficult to estimate their economic contribution to the town. If we were to take an estimate from the data available, of about 3000 people being Town Campers either permanently or occasionally, and conservatively half of these are adults, then 1500 people with a disposable income of \$370 per week suggests that they inject over \$500,000 per week into the local economy. This is not insignificant. Is this their only contribution?

The participants were strong in their views that Town Camp residents are actively employed across the Alice Springs economy. Some people are employed as NTG or Aust. Govt staff, others work for the various NGOs who are providing services, and a significant number work for local Aboriginal organisations. All of these people are making a contribution. The Town Campers also make a significant contribution through their own organisation, Tangentyere Council. When Town Campers talk about their struggle for recognition the use a term they wanted me to include in their vision, "Handing on the Passion". Tangentyere has been a constant voice for Aboriginal Town Campers for 40 years. During that time, it has offended or upset most Governments and service organisations. As an organisation, it is the one constant in Town Campers ongoing struggle, and they want it to have a greater say on their behalf about their future.

Tangentyere Board members and other Town Camp residents at the workshop just want to regain what they believe they lost with the Intervention, control over the Town Camp communities, and the delivery of services into these places. They firmly believe they can do a better job than anyone has been doing over the past 10 years.

Visions

The primary visions are:

- Participants want control of their Town Camp communities given back to them at a community level, but also at an organisational level. One is through the leases, the other through the delivery of services;

- They want to create safer communities through the development and resourcing of Town Camp based Community Safety Officers, with similar powers to Housing Safety Officers;
- They want more resources provided to create more achievable and sustainable employment and economic pathways. They believe Tangentyere Employment Services is the organisation to achieve this;
- They want more input into the decisions that are made to terminate people off the Community Development Program. They say you are 14 times more likely to be terminated if you are an Aboriginal person in the Alice Springs region than anywhere else in Australia;
- They want a proper tenancy register so that service providers, particularly the Police have an accurate up-to-date tenancy map;
- In the past Tangentyere Council carried Insurance coverage to cope with forced entry by others and vandalism. Though expensive it recognised that tenants are not always able to control what is done to their house. The policy was expensive, but is recognised as “a good idea” by participants;

Land Tenure, Leasing and Legislation

Owner	Ewyenper-Atwatye Association Incorporated
Location	Sadadeen
Land	Lot 5189 Town of Alice Springs; CUFT Vol 747 Fol 782
Type of Tenure	Special Purpose Lease 473 (in perpetuity)
Commencement date SPL/CL	14 February 1980
SPL/CL Purpose	Aboriginal Communal Living
Planning scheme zone	CL (Community Living)
Summary of Land Dealing Documents	<p>1. Crown Lease in Perpetuity 473</p> <p>Search certificate lists the following dealings:</p> <ul style="list-style-type: none"> • Underlease to Northern Territory of Australia (Date Registered: 9 June 2010; Expiry Date: 2 December 2012; Dealing No. 728147) • Sublease to Executive Director of Township Leasing (Date Registered: 9 June 2010; Expiry Date: 2 December 2049; Dealing No. 728317) • No easements found <p>The following reservations are listed:</p> <ol style="list-style-type: none"> a. Right of entry in favour of the Minister for the purposes of inspection of the leased land b. All minerals and mineral substances together with the right to authorise any persons to enter upon to land to mine, work or remove them c. Power of resumption d. Right of entry and inspection for the purposes of providing and maintaining water, sewer, electricity and other services. <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; fulfil all improvement obligations per the timeframes and dates stipulated; right of entry and obligations; lodgement of plans with the Department of Lands prior to commencement of development; No building or structure be situated within 8 meters of road frontage; water and sewer works be carried out in accordance with standards set by the local authority; adequate firefighting equipment be provided on site; no buildings to be constructed more than 1-storey in height above the ground; amenities and facilities be available for both men and women separately.</p> <p>2. Lease (Date of Lease: 3 December 2009, Date Lodged: 8 June 2010, Date Registered: 9 June 2010, Dealing No. 728317)</p> <p>Ewyenper-Atwatye Association Incorporated (Owner/Sub-Lessor) grants a sublease for the whole of the land for an annual rent of \$1.00 (\$1.10 with GST), if demanded, to the Executive Director of Township (EDTL) (Tenant/Sub-Lessee). Sublease term from 3 December 2009 to 2 December 2049 with no right of renewal. The parties agree to negotiate in good faith the renewal of this sublease not later than 20 years before the end of the term. If the Sublessee overholds the Living Area without objection by the Sublessor, the term of the lease will change to a six month lease term with the same terms and conditions in this sublease. The sublease will automatically end if the Lease ends for any reason.</p>

The conditions and covenants implied by Sections 117 and 199 *Law of Property Act* shall not apply to this lease.

Transition from existing arrangements

Tenants have the right to continue to occupy and use the land and improvements on it subject to the terms of this sublease (Tenant's Right of Occupation) and rents are payable to the Sublessee.

Consultative Forum

The parties agree to a Consultative Forum for the Alice Springs Living Area Subleases. The Consultative Forum facilitates communication and discuss land use and other issues arising from the performance of the Alice Springs Living Area Subleases with regard to the interests of the Alice Springs Living Area Association and other legitimate community interests; and performs other functions agreed by parties. The Sublessee is required to consult with the Consultative Forum and have regards for any recommendations regarding future development, housing management agreements, Living Area Underleases, material contracts and other matters related to the administration of the subleased area.

Advisory Housing Forum

The parties agree to an Advisory Housing Forum for the Alice Springs Living Area Subleases to facilitate communication between the Commonwealth of Australia, the Territory and Tangentyere Council in relation to tenancy management issues in the subleased Alice Springs Living Areas. The Advisory Housing Forum does not meet the power to bind the parties to the sublease.

Sublessee covenants include:

- a. To pay rent, rates (including outgoings), taxes and charges (including services charges), insurance (including improvements and public risk)
- b. To comply with applicable laws, government agency notices and/or planning scheme requirements
- c. To comply with lease terms and conditions
- d. To use land for intended lease purposes, including development of the Living Area for the benefit of current and future residents
- e. To indemnify Sublessor against all actions, claims, losses, demands, damages from damage or loss of property; and the death of injury to any person in the Living Area
- f. To release the Sublessor of all claims, liabilities, actions, suites, demands, costs and expenses from loss or damage to any personal property in the Living Area; death or injury of any person in any part of the Living Area and an act or omission of the Sublessor or its agent in the Living Area; and failure of any of the services
- g. To return the Living Area to the Sublessor at the expiration, surrender or earlier determination of the Sublessee's occupation in a condition consistent with its obligations under the sublease
- h. To novate and/or assign Living Area, service or maintenance agreements or other agreements, Housing Management agreements, licences and underleases at the expiration, surrender or earlier determination to the Sublessor
- i. To facilitate the grant of tenancy agreement to the person holding the Tenant's Right of Occupation
- j. To permit service providers to continue to occupy and use the land, and make improvements on it subject to the terms of this sublease and rent is payable to the Sublessee
- k. Enable Living Area Underlessees, Licensees and persons holding rights of occupation to enjoy and exercise their rights, title and other interests under their underleases, licences and rights of occupation
- l. Provide access to premises and shall not interfere with the enjoyment and rights of Underlessees, licensees and persons holding rights of occupation
- m. Provide reasonable access to provide community services, Tangentyere Council to complete initial upgrade works, municipal service provides, postal service providers but shall not interfere with the enjoyment and rights of underlessees, licensees and persons holding rights of occupation

- n. Provide Sublessor right to reasonably access the Living area to carry out investigations for breach of sublease terms, covenants and conditions
- o. Maintain, repair or replace any existing improvement, if the lease requires, and new improvements
- p. To pay the Sublessor, upon demand for all works carried out by the Sublessor where the Sublessee has failed to carry out works under its sublease obligations
- q. To grant Sublessor ownership of Sublessee improvements at the expiry of the lease term for consideration of \$1, if demanded by Sublessee
- r. To ensure that there is a Housing Management Agreement to provide housing services to Aboriginals in the Living Area and each agreement includes a clause requiring the Housing Authority to consult with the Sublessor regarding housing and tenancy management policies and procedures (not less than every 6 months)
- s. Notify the public (in the local newspaper, national newspaper and other media) of a proposal to enter into a Housing Management Agreement during the 10th, 20th and 30th years of this sublease
- t. To grant the Sublessor with a Living Area Underlease of vacant land in the living area
- u. To not grant a Living Area Underlease over a Housing Area without consent of the Territory
- v. To continue its obligations and liabilities under this Sublease after the granting of a Living Area Underlease or Living Area Licence
- w. To amend or terminate any Housing Management Agreement, Living Area Underlease or Living Area Licence not granted in accordance with its Sublease if directed by the Sublessor
- x. Develop guidelines (Home Ownership Guidelines) to enable Aboriginal people to acquire long-term secure tenure to individual houses and related land

Sublessor covenants include:

- a. Enable Living Area Underlessees, Licensees and persons holding rights of occupation to enjoy and exercise their rights, title and other interests under their underleases, licences and rights of occupation
 - b. Provide access to premises and shall not interfere with the enjoyment and rights of underlessees, licensees and persons holding rights of occupation
 - c. Provide reasonable access to provide community services, Tangentyere Council to complete initial upgrade works, municipal service providers, postal service providers but shall not interfere with the enjoyment and rights of underlessees, licensees and persons holding rights of occupation
 - d. Allow Sublessee to alter, remove or demolish existing improvements
 - e. Reserving the right to carry out any works for existing improvements to comply with applicable law, planning scheme or requirements that are not the responsibility of Sublessee or where the Sublessee fails to comply with requirements
 - f. Allow Sublessee to erect, install, alter, remove, refurbish and demolish Sublessee improvements that are compliant with applicable building codes, environmental health standards and the National Indigenous Housing Guide
 - g. Allow Sublessee to maintain ownership of its improvements and services during the lease term
 - h. Allow the Sublessee to grant a Living Area Underleases, including a Living Area Underlease of Community Land to the Association, as long as it is compliance with conditions in Section 10.6 of this Sublease
 - i. Allow the Sublessee to consider a request for a Living Area Underlease from a person other than the Sublessor or its nominee
 - j. Develop guidelines (Home Ownership Guidelines) to enable Aboriginal people to acquire long-term secure tenure to individual houses and related land
 - k. To provide quiet enjoyment of the premises
 - l. To produce all necessary certificates requested by Sublessee
-

The sublease includes terms and conditions relating to Northern Territory, Department of Families, Housing Community Services and Indigenous Affairs of the Commonwealth of Australia.

Blank Non Lapsing Caveat and General Consent forms are attached to the sublease.

A letter from the Minister for Planning and Lands, dated 29 July 2009, is attached to the Sublease consenting to the registration of Special Purposes Lease 473 for Aboriginal communal living area purposes for Lot 5189 Town of Alice Springs.

3. Sublease (Date of Sublease: 3 December 2009, Date Lodged: 9 June 2010, Date Registered: 9 June 2010, Dealing No. 728347)

Executive Director of Township Leasing (Underlessor) grants an underlease (Housing Management Agreement) to Northern Territory of Australia (Underlessee) for Lot 5189 Town of Alice Springs (Volume 747, Folio 782, and Plan S79/070) from 3 December 2009 to 2 December 2012 in consideration for \$1 (\$1.10 with GST), if demanded, with no right of renewal. If the Underlessee overholds the Living Area without objection by the Underlessor, the term of the lease will change to a monthly lease term with the same terms and conditions in this sublease. The Underlease will automatically end if the sublease ends for any reason.

The conditions and covenants implied by Sections 117 and 199 *Law of Property Act* shall not apply to this lease.

Underlessee covenants include:

- a. Enable Underlessor to provide services to, on, over, through or under the Living Area (with not less than 14 days' notice of works or grant of licences) and carry on improvement works
 - b. To comply with Lease and Sublease terms and conditions
 - c. To maintain insurance cover for improvements \$10,000,000 for destruction or damage and \$2,000,000 for contingencies for any one occurrence) and public liability, including personal injury and loss destruction or damage to any property (not less than \$20,000,000 for any one occurrence)
 - d. To pay rent, rates (including outgoings), taxes and charges (including services charges), insurance (including improvements and public risk)
 - e. To comply with applicable laws, government agency notices and/or planning scheme requirements
 - f. To comply with lease terms and conditions
 - g. To use land for intended lease purposes
 - h. To indemnify Underlessor against all actions, claims, losses, demands, damages from damage or loss of property; and the death or injury to any person in the Living Area
 - i. To release the Underlessor of all claims, liabilities, actions, suites, demands, costs and expenses from loss or damage to any personal property in the Living Area; death or injury of any person in any part of the Living Area and an act or omission of the Underlessor or its agent in the Living Area; and failure of any of the services
 - j. To return the Living Area to the Underlessor at the expiration, surrender or earlier determination of the Underlessee's occupation in a condition consistent with its obligations under the sublease
 - k. To novate and/or assign Living Area, service or maintenance agreements or other agreements, Housing Management agreements, licences, underleases and improvements at the expiration, surrender or earlier determination to the Underlessor
 - l. To facilitate the grant of tenancy agreement to the person holding the Tenant's Right of Occupation
 - m. To permit service providers to continue to occupy and use the land, and make improvements on it subject to the terms of this underlease
 - n. Provide access (including Underlessor, Sublessor and Lessor) to premises and shall not interfere with the enjoyment and rights of underlessees, licensees and persons holding rights of occupation
-

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- o. Provide reasonable access to provide community services, Tangentyere Council to complete initial upgrade works, municipal service providers, postal service providers but shall not interfere with the enjoyment and rights of underlessees, licensees and persons holding rights of occupation
 - p. Provide Underlessor right to reasonably access the Living area to carry out investigations for breach of sublease terms, covenants and conditions
 - q. Maintain, repair or replace any existing improvement, if the underlease requires, and new improvements
 - r. To pay the Underlessor, upon demand for all works carried out by Underlessor where the Underlessee has failed to carry out works under its sublease obligations
 - s. To amend or terminate any Housing Management Agreement, Living Area Underlease or Living Area Licence not granted in accordance with its Underlease if directed by the Underlessor
 - t. To acknowledge that the Underlessor may grant an underlease of community land

Underlessor covenants include:

- a. Ensure that arrangements and procedures are in place to minimise any disruption to the Underlessee's use of the land during the undertaking of works
- b. Pay rent, licence fees or other monies under or in connection with the Tenant's Right of Occupation are payable to the Underlessee
- c. To allow the Underlessee to grant land licences
- d. Enable Living Area Underlessees, Licensees and persons holding rights of occupation to enjoy and exercise their rights, title and other interests under their underleases, licences and rights of occupation
- e. To allow Underlessee to grant Tenancy Agreements, underleases and land licences with Underlessor's prior written consent
- f. Provide access to premises and shall not interfere with the enjoyment and rights of underlessees, licensees and persons holding rights of occupation
- g. Provide reasonable access to provide community services, Tangentyere Council to complete initial upgrade works, municipal service providers, postal service providers but shall not interfere with the enjoyment and rights of underlessees, licensees and persons holding rights of occupation
- h. Allow Underlessor to alter, remove or demolish existing improvements
- i. Reserving the right to carry out any works for existing improvements to comply with applicable law, planning scheme or requirements that are not the responsibility of Sublessee or where the Underlessee fails to comply with requirements
- j. Allow Underlessee to maintain ownership of its improvements and services during the lease term
- k. To allow Underlessor grant a Living Area Underleases, including a Living Area Underlease of Community Land to the Association, Tenancy Agreements and land licences. Prior written consent is only required from Underlessor for community land
- l. Develop guidelines (Home Ownership Guidelines) to enable Aboriginal people to acquire long-term secure tenure to individual houses and related land
- m. To provide quiet enjoyment of the premises
- n. To produce all necessary certificates requested by Underlessee

A letter from the Minister for Planning and Lands, dated 29 July 2009, provides consent to the registration of the underleases over the leases for Special Purpose Lease 493, 412, 550, 543, 536, 438, 426, 459, 409, 450, 554, 473 and Crown Lease Perpetual 1111 and 1112, as an aboriginal settlement, residential housing, communal living, camping and ancillary uses.

4. Unregistered Housing Lease Concerning the Alice Springs Town Camps

The NTA grants to the Chief Executive Officer (Housing) ('CEOH') an underlease of parts of the land comprising 16 of the Alice Springs Town Camps in consideration of \$1.00 rent

payable on demand. The Housing Lease commences and expires/terminates on the same dates as the Sublease from EDTL to NTA.

The CEOH must:

- Pay all rates, charges and taxes in respect of the premises;
- Pay for all electricity, water and gas consumed or used on the premises;
- Comply with the Sublease between the EDTL and NTA;
- Only use the premises for purposes consistent with permitted use defined in the subleases between EDTL and NTA – i.e. consistent with the purposes of the SPL/CL and for the purposes of provision of community or public housing services and related infrastructure.

The CEOH may:

- transfer, sublet or assign the sublease; and
- tenant, sublet or underlease in accordance with the permitted use.

5. Unregistered Public Housing Tenancy Agreements – Fixed Term Tenancy

All tenants of the CEOH public housing must enter into this agreement which is in accordance with the *Residential Tenancies Act (NT)* and *Housing Act (NT)*.

The agreement includes usual tenancy provisions including:

- Paying rent (which may be adjusted by CEOH);
- Paying a bond;
- Providing information in relation to identity;
- Only using premises for residential purposes; and
- Obligations in relation to maintenance and use of the premises.

However, specific to public housing the agreement also provides:

- CEOH powers to require the tenant to enter into an Acceptable Behaviour Agreement in accordance with the *Housing Act*;
- Public Housing Officers will monitor and control the premises; and
- The tenant must disclose the recognised occupiers of the premises.

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 Living. Recommend this be amended, if required, to the purpose consistent with the proposed use of the land.

<p>Relevant legislation for land dealings;</p> <p>Legislative impediments; and</p> <p>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> <p>Residential Tenancies Act (NT)</p> <p>Applies to the tenancy agreements between CEO (Housing) and residents of public housing on the Town Camp.</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 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).</p> <p>Housing Act (NT)</p> <p>Applies to the tenancy agreements between CEO (Housing) and residents of public housing on the Town Camp.</p>
<p>Relevant legislation for lease holder</p>	<p><i>Associations Act</i> (NT)</p>
<p>Level of support provided to lease holder and suggested amendments</p>	<p>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.</p> <p>Recommend transfer to incorporation under the <i>Corporations (Aboriginal and Torres Strait Islander) Act 2006</i> (Cth).</p>

Municipal and essential infrastructure

Summary

The Ewyenper Atwatye (or Hidden Valley) community is located east of Alice Springs. The community consists of 47 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 Hidden Valley is generally in either good or very good condition since it has recently been upgraded. There were also some very poorly rated assets for water infrastructure, community structures and electrical infrastructure. 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 complies with relevant standards, however there are no easements over the existing infrastructure. The sewer network has sufficient capacity for the current number of houses. No upgrades are recommended for the current use.

The DN150 PVC water main complies with relevant standards and the capacity of the existing water reticulation is sufficient. The community is viewed overall as a large single lot and so it is proposed to have the water usage measured accordingly. In order to measure the water usage as a single lot, a bulk water meter is recommended be installed, along with associated works to create a single supply point to the community. 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.

The road and stormwater drainage network also complies with relevant standards, however it should be noted that the recent upgrades have not been approved by Alice Springs Town Council.

The community structures at Hidden Valley include a BBQ area and playground in very good condition, and a second playground in very poor condition due to broken equipment. General repairs and maintenance are required.

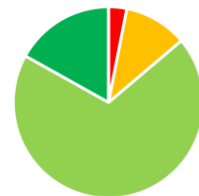
The electrical network generally complies with relevant standards and practices for private infrastructure but not with PWC standards. The calculated maximum demand is within the total capacity of the substation on site. It is recommended that the site infrastructure be upgraded to PWC standards.

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.

Sewerage infrastructure condition



Water infrastructure condition



Road infrastructure condition



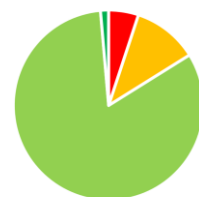
Stormwater drainage condition



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 Hidden Valley community:

Sewerage

- No immediate maintenance works or upgrades required.

Water supply

- Clear dirt from covering fire hydrant
- Repaint eight fire hydrant
- Replace two existing residential water meters
- Repair bent pipes connecting to four water meters
- Install three new residential water meters
- Install new bulk water meter at community boundary
- Disconnect secondary supply point and extend dead ends to create looped mains

Roadworks

- General clean of 1000 m of pavement including kerbs, gutters and road reserve
- Replace one sign
- Repair surface failure of localised 1 m² patch
- Repair 75 m² of cracking
- Repair 10 m of edge breaks

Stormwater drainage

- Clear blockages from three side entry pits (between 10 and 20% blocked)
- Clear blockages from five culvert headwalls (currently blocked up to 80%)

Community structures

- Repaint one playground
- Rebuild one playground
- Install shade cloth over one of the playgrounds
- General clean and maintenance of both playground areas and BBQ area
- Repair BBQ

Electrical services

- Replace eight 150W street lights
- Replace three switchboards inside the metering panel
- Replace two switchboards associated to dwellings

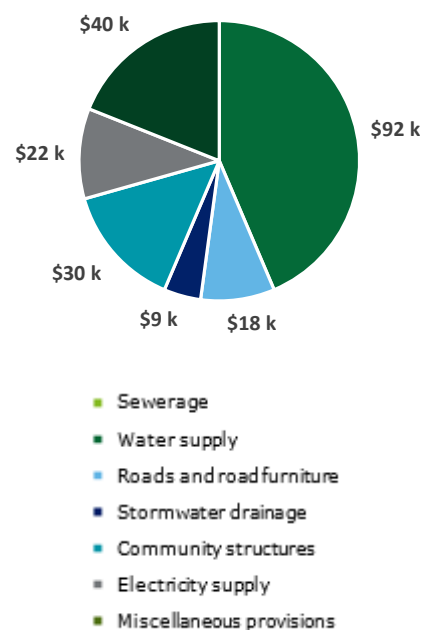
Communications

- No works are required because NBN is available to residents via 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, are inclusive of GST, and include a location factor for Town Camps outside of Darwin.

Infrastructure	Maintenance of existing infrastructure	Upgrades to meet current design
Sewerage	\$ 0	\$ 0
Water supply	\$ 8,000	\$ 84,000
Roadworks	\$ 18,000	\$ 0
Stormwater drainage	\$ 9,000	\$ 0
Community structures	\$ 30,000	\$ 0
Electrical	\$ 22,000	\$ 0
Communications	\$ 0	\$ 0
Miscellaneous provisions	\$ 20,000	\$ 20,000
Total (including GST)	\$ 107,000	\$ 104,000
Grand total	\$ 211,000	



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

Ewyenper Atwatye was surveyed on the 18th, 20th and 23rd January 2017. Additional surveys were also completed on the 14th and 15th of March 2017. All of the 48 funded dwellings⁵ identified by the client were identified on site.

Current state of play

Housing summary and condition

The age of the housing stock ranges from new through to over 20 years old. Majority fall under the 10-20 years category. 27% were considered to be in very good condition, whilst 58% were considered to be in average condition. The remaining 15% was in excellent or poor condition. These ratings do not take into account the cleanliness of the residences and does not mean they comply with the Residential Tenancies Act.

The majority of the houses were of ground level masonry with sheet metal roofing.

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 Ewyenper Atwatye, 12 were identified as having a non-serviceable smoke alarm.

Flooding

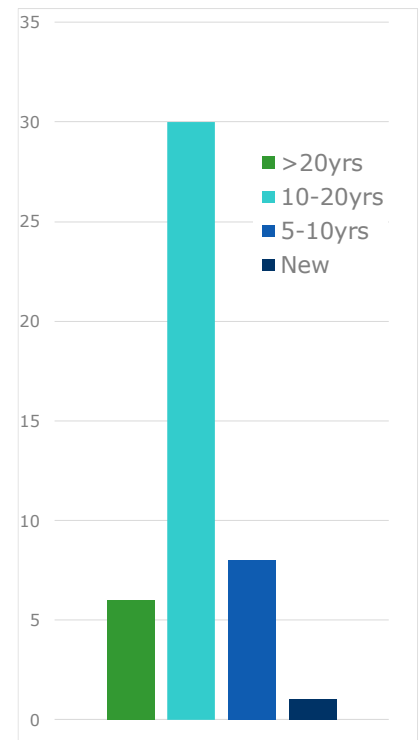
Anecdotally, 3 of the houses were said to flood.

Visitors

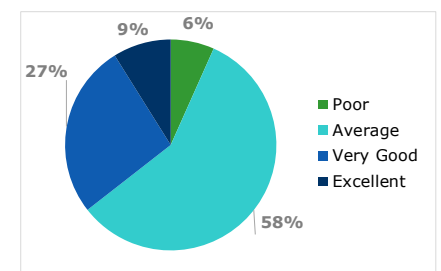
The dwellings to which we were permitted access had visitors ranging from 2 to 18. The residence with 18 visitors was a 3-bedroom home with 7 permanent residents, resulting in 8.3 people per room.

Overcrowding

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



Ewyenper Atwatye - Age of Housing Stock



Ewyenper Atwatye - Condition Summary

⁵ A list of funded dwellings, provided by the client, has been included in the appendices.

Amenities

The data analysis of the community shows that on average there were 1.2 residents per bedroom and 3.1 per toilet. During periods of high visitation these values would differ.

Disabilities

Of the residents recorded, 3 were listed as having disabilities. 13 houses were identified as having appropriate grab rails in the wet areas and 2 houses had an access ramp. The house that contained a resident in a wheelchair did not have ramps.

Asbestos

As majority of the houses were reported to be between 10-20 years old, the presence of asbestos is unlikely. Of the houses examined internally, none were listed as likely to contain asbestos.

Security

Of the houses we gained access to, 6 were identified as having non-serviceable doors. 1 houses had a non serviceable window. The houses in Ewyenper Atwatye were surrounded by fences that ranged from poor to excellent condition.

Recommended Works

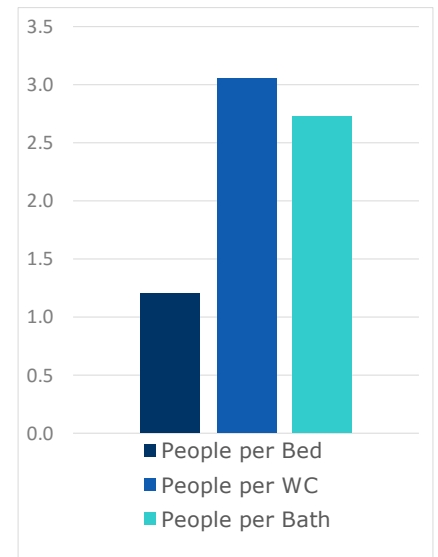
The houses in Ewyenper Atwatye were in poor to excellent condition. The cleanliness of the properties presents a serious concern from a health and wellbeing perspective. It is proposed that all existing housing stock be refurbished or renovated to meet the standards of the Residential Tenancy Act. Once the houses have been brought to meet the 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 Ewyenper Atwatye to meet the standards of the Residential Tenancy Act, is \$4,636,649. 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 reseedents.

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.



Ewyenper Atwatye - Amenities

Economic development

<p>Social issues and themes voiced by residents</p>	<ul style="list-style-type: none"> • Lease & Governance details are confusing and hard to understand for residents • Slow response to repairs and maintenance needs • Sentiments by residents of broken promises
<p>Economic Development Opportunities</p>	<p>Future economic development opportunities are most likely to be tied to the delivery of services to the Town Camp. This presents an opportunity to engage local residents in the journey down a pathway of economic participation. To do this it is recommended that funding provided to service providers and contractors be contingent upon the employment of local residents with set parameters that impart lasting skills.</p> <p>This pathway has the potential to build the capacity of Town Camp residents leading to pooled employment services, individual employment and finally the development of indigenous business.</p> <p>Alice Springs Towns Camps currently have the opportunity for pooled employment services as well as individual employment. In several cases instances of these are already occurring. The limitations on consultation in Alice Springs has restricted the analysis of these options in detail.</p> <p>For detailed rationale and recommendations see the Economic Development section of the report.</p>
<p>Economic Aspirations</p>	<p>Workshop participants voiced their desire for a local Aboriginal organisation controlled by the residents to take over the lease.</p> <p>Workshop participants want a housing program that is locally based and employs local residents.</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 finance and investment opportunities can be pursued.</p> <p>The Ewyenper Atwatye Town Camp currently does not meet the criteria for private investment opportunities into housing or infrastructure. The leasing structure provides no certainty of ownership and difficulties in collecting 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 is changes that impact upon the above criteria.</p>
<p>Home Ownership Opportunities</p>	<p>Currently, there is no pathway to home ownership for residents within Ewyenper Atwatye Town Camp. The land and leasing structure makes it difficult 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 consideration and recommendations regarding the leasing structure see the Land Tenure, Leasing and Legislation summary above.</p> <p>Aside from the leasing structure there are a range of economic constraints that confirms the absence of a pathway to home ownership for Town Camp residents. Limited contributions from residents, limited control over tenancies provides very little incentive for anyone to buy a house within a Town Camp. Ultimately this has resulted in no active market for Town Camps houses which further dis-incentivises any 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>The current governance structure within Ewyenper Atwatye Town Camp begins with the original leaseholder Ewyenper-Atwatye Association Incorporated. This association has entered into a sublease with the Executive Director of Townships Leasing (EDTL). The EDTL then underleases the Town Camp on a month to month basis to the Northern Territory of Australia. Parcels of land are then underleased again to the Chief Executive Officer (CEO) of Housing who in turn outsources tenancy management functions to Zodiac Business Services. Repairs and maintenance as the responsibility of the CEO Housing is outsourced to panel of contractors including Ingkerreke Commercial, S&R Building and Construction, SDA & Co Pty Ltd and Tangentyere Construction.</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>Payments for service delivery to the Town Camp are incorporated in the rental payments made by residents. Rental payment amounts are determined based on the market rent for the property. Residents than pay proportion of this market rent depending on their personal circumstances. Payments are typically arranged as automatic deductions in consultation with Zodiac Business Services.⁶</p> <p>For the financial year to date the Ewyenper Atwatye Town Camp is paying approximately 99% of the total rent charged to Town Camp residents.⁷</p>
<p>Essential Services Payment Arrangements</p>	<p>Ewyenper Atwatye Town Camp’s essential services are delivered by Tangentyere Council Incorporated who receive funding through an agreement with the Department of Housing and Community Development. The Department collects contributions for essential services (rates, water and sewerage) as part of resident’s wider payments of rent. The residents pay for the power they use.⁸</p>

⁶ This information was provided in consultation with Zodiac Business Services and the Department of Housing and Community Development

⁷ This information was provided by the Department of Housing and Community Development

⁸ This information was provided in consultation with Zodiac Business Services and the Department of Housing and Community Development

Bassos

Current State

March 2017



Details

Region	Alice Springs
Lease	Special Purpose Lease 554 (in perpetuity)
Purpose	Aboriginal Communal Living, Craft Complex and Ancillary Service

Governance Structure

- Original leaseholder:** Mount Nancy Housing Association Incorporated
- Current Leaseholder:** Territory Housing
- Tenancy:** Zodiac Business Services
- Maintenance:** Panel of Contractors
- Service Delivery:** Tangentyere Council Incorporated

Current number of Houses x 2

Number of residents per room x 1.5

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 0

Number of replacement houses



Cost of replacement houses
\$0



Deferred housing Maintenance Cost
\$281,923

Infrastructure

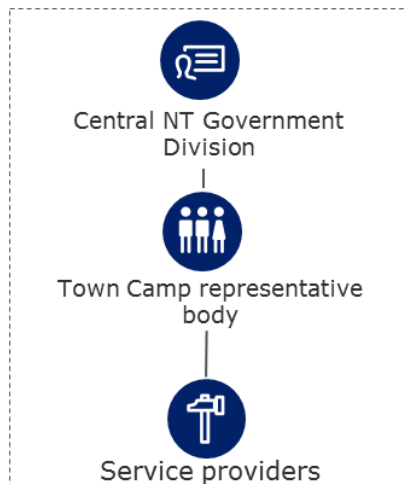


Deferred Maintenance Costs
\$49,000



Cost to meet Design standard
\$2.50m

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.

Bassos

Executive summary

Land	Special Purposes Lease 554 in perpetuity owned by Mount Nancy Housing Association Incorporated
Service Provider	Tangentyere Council Incorporated
Findings	<ul style="list-style-type: none"> • There is limited capacity of the lease holder to drive change which is impeding 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 • Very little support is afforded to Aboriginal Associations under the Associations Act (NT) • Currently the municipal infrastructure at Bassos is generally in either good or very good condition • The sewer network does not comply with relevant standards as the community is not connected to town sewer and is currently using septic tanks • The water main is non-compliant with relevant standards is recommended to be upgraded • 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 are \$49,000 • Estimated costs of infrastructure upgrades required to meet current design standards is circa \$2.5 million • The houses in Bassos are in a poor and very good condition, although the cleanliness of the properties presents a serious concern from a health and wellbeing perspective • Estimated cost of deferred housing maintenance is \$281,923 • Some economic development opportunities exist • There is currently no established pathways to private investment • There is currently no established pathway to home ownership • This governance structure is characterised by confusion and unnecessary complication which impedes development
Recommendations	<ul style="list-style-type: none"> • The purpose of the lease should 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 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)

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- Stronger governance structures should lay the foundation for allocated responsibilities and support Town Camps to undertake a defined and co-ordinated 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.
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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 of the Town Camp, 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.

A workshop was held in the Tangentyere Board Room on 21/2/17 with Board Members and interested Town Camp residents, between 1100 and 1300. Approximately 9 Town Camp communities were represented. The same format was used as has been used throughout the Visioning process. Information was gathered about Place, Space, Interface, and from this Visions were extracted. The discussion was robust and more people participated than in the initial meeting, though it is obvious that some people are accepted as being able to speak up while others are there in support or just to listen. CCC appreciates the input and respect shown throughout the workshop.

Place

Alice Springs Town Campers are proud of who they are and the struggle they are involved in to be recognised as an important part of the Alice Springs community. They recognise that not everyone understands their struggle or their pride in who they are, including other Aboriginal people in Alice Springs. They say people are always looking at what is wrong with Town Camps and fail to see the strength and bonds that have been forged through years of struggle. They say they struggled for years to create their living spaces, through gaining leases and forming Housing Associations under the Tangentyere umbrella, and to maintain their control over how these Town Camps were run. They tell me that a report just prior to the Intervention assessed them against 10 standards that had been established as benchmarks of housing performance. They say they scored above the National average on 7 of these and were at the average on one and only failed to meet these benchmarks on two. They say they can't understand the logic of, in their words, "collapsing a successful housing management program" and replacing it with a system that has not produced anywhere near the same outcomes over the past 10 years.

In their view, all the current difficulties are a direct result of the Federal Government decision to remove their control over the leases as part of the Emergency Response (the Intervention). They say this meant that their previous slow, but gradual growth in managing their living spaces, was removed for a political decision that has not benefited them in any way. Prior to the forced relinquishment of their leases to the Commonwealth, they say they managed difficult residents, using trespass notices. The process was that the relevant housing association would come together, usually with the tenant, and see if it was possible for them to change their behaviour. If the tenant was willing to make changes, no eviction. If the tenant was unable to change they made a collective decision, and the offending tenant was issued with a trespass notice. The Town Campers say it worked well.

The Town Campers at the workshop were concerned at the means used, during the Emergency Response, to "coerce" Town Camp Presidents to convince their community to accept a lease and in their words, "betray their identity as Town Campers". They see this as indicative of the way Government deals with them, and are keen to have a relationship where Town Campers are part of the solution, not the problem. There has been a great deal of research done over

the past 20 years into various aspects of Town Camp management, and Tangentyere have been willing to share this research with the Review Team.

Local control over tenancy placement was an important issue for workshop participants. They say in the past they knew everyone who was living in their Town Camp community, but since the Intervention they have no idea who is in each house. They say this is also a problem for Police and Housing Safety Officers, who come into their community looking for people, and wake people up in the middle of the night by banging on their doors and windows. They want to see proper Tenancy Register so that outsiders, who need to see people, know where to go, and show some respect to other tenants. They believe the answer to this lies in developing Town Camp based Safety Officers, under the direction of local Housing Associations. There was concern expressed about the current policy of placing people who have no affiliation with the Town Camp community, into housing based on their place on the list. They say in Hidden Valley particularly this has turned a formerly well-managed community into a place with many social problems.

Space

As in all the other Town Camps R & M was a major issue, but for slightly different reasons. Participants say that they had a very solid tenancy management program, with a high incidence of rent collection prior to the Intervention. As with all Aboriginal Housing Associations they were constantly having to impress on people the importance of paying rent. They say they had the ability to trespass someone if they were too far in arrears. After the Intervention, they say they lost this ability. Tangentyere was responsible for R & M in those days and they were much more responsive, because you could just go and talk to someone. They say the current system locks them out. They have no relationship with the current service provider, and in fact say they feel unwelcome in their office. They see the company car drive around but they never stop, and they are strangers to them. The general view was that the condition of housing has declined since the Intervention.

There was some discussion about housing suitability, and there was general agreement of the need for a more diverse housing stock, that recognised the needs of aged and disabled people, and young families. There was little support for single men's accommodation which they saw as causing more problems than it would solve. There were no real issues with design, though the need to provide shelter for families was raised. The participants said that under the Intervention there was an agreement that a temporary accommodation facility would be developed on the Northern side of Alice Springs, and on the Southern side. Aboriginal Hostels would be the managers of these facilities. Participants said the Southern facility was built, but not the Northern one. They say it works well, is always full, but the other facility needs to be built, and possibly one each on the Western and Eastern side. It is a recognised fact that when Aboriginal people are camping temporarily in an urban space, they prefer to camp in a geographic alignment with their country.

There was strong resistance to talking about Town Camp housing as Public Housing. Participants say they live in Aboriginal Housing, which is not the same as Public Housing and has different rules that apply, such as affiliation to place. Some people thought the "Room to Breathe" initiative would work for them, and they felt that generally Town Camp residents were denied many of the programs available to other home occupiers because they lived in Town Camps. Yard maintenance was an issue, even though two of the participants were regarded as having houses with amazing gardens. They say in the old days Tangentyere

helped with yard maintenance as part of their general community works program under CDEP. They say the new arrangements are that the NTG will maintain the area outside the yard, but not the area inside the fence. This is the tenants' responsibility. In fact, they say with SIHIP, individual houses now have enormous yards, they believe, to cut back on the responsibilities of the municipal service providers. They say some houses have yards of around 3000 sq. metres. This is not seen as positive.

Interface

Alice Springs Town Camp residents have the same basic needs as other Town Camp residents throughout the Northern Territory for food, entertainment, and the basics of life. In Alice Springs that means, depending on location and need, people will use local major grocery chains, as well as smaller strategically located neighbourhood stores. They are an important client for these smaller stores, as their purchases generally are immediate need, e.g. Take away food, alcohol, etc. With an unknown number of people living in Town Camps or using Town Camps as their base, it is difficult to estimate their economic contribution to the town. If we were to take an estimate from the data available, of about 3000 people being Town Campers either permanently or occasionally, and conservatively half of these are adults, then 1500 people with a disposable income of \$370 per week suggests that they inject over \$500,000 per week into the local economy. This is not insignificant. Is this their only contribution?

The participants were strong in their views that Town Camp residents are actively employed across the Alice Springs economy. Some people are employed as NTG or Aust. Govt staff, others work for the various NGOs who are providing services, and a significant number work for local Aboriginal organisations. All of these people are making a contribution. The Town Campers also make a significant contribution through their own organisation, Tangentyere Council. When Town Campers talk about their struggle for recognition they use a term they wanted me to include in their vision, "Handing on the Passion". Tangentyere has been a constant voice for Aboriginal Town Campers for 40 years. During that time, it has offended or upset most Governments and service organisations. As an organisation, it is the one constant in Town Campers ongoing struggle, and they want it to have a greater say on their behalf about their future.

Tangentyere Board members and other Town Camp residents at the workshop just want to regain what they believe they lost with the Intervention, control over the Town Camp communities, and the delivery of services into these places. They firmly believe they can do a better job than anyone has been doing over the past 10 years.

Visions

The primary visions are:

- Participants want control of their Town Camp communities given back to them at a community level, but also at an organisational level. One is through the leases, the other through the delivery of services;
- They want to create safer communities through the development and resourcing of Town Camp based Community Safety Officers, with similar powers to Housing Safety Officers;
- They want more resources provided to create more achievable and sustainable employment and economic pathways. They believe Tangentyere Employment Services is the organisation to achieve this;

- They want more input into the decisions that are made to terminate people off the Community Development Program. They say you are 14 times more likely to be terminated if you are an Aboriginal person in the Alice Springs region than anywhere else in Australia;
- They want a proper tenancy register so that service providers, particularly the Police have an accurate up-to-date tenancy map;
- In the past Tangentyere Council carried Insurance coverage to cope with forced entry by others and vandalism. Though expensive it recognised that tenants are not always able to control what is done to their house. The policy was expensive, but is recognised as “a good idea” by participants;

Land Tenure, Leasing and Legislation

Owner	Mt. Nancy Housing Association Incorporated
Location	Scobie Road, Stuart
Land	Lot 5123 Town of Alice Springs; CUFT Vol 766 Fol 108
Type of Tenure	Special Purpose Lease 554 (in perpetuity)
Commencement date SPL/CL	1 July 1981
SPL/CL Purpose	Aboriginal Communal Living, Craft Complex and Ancillary
Planning scheme zone	CL (Community Living)
Summary of Land Dealing Documents	<p>1. Special Purposes Lease 554</p> <p>Search certificate lists the following dealings:</p> <ul style="list-style-type: none"> • Sublease to Executive Director of Township Leasing – expiring 02/12/2049 (Registered 09/05/2012; Dealing No. 771210) • Access easement granted over lot(s) 5774 (Registered 14/05/1986; Dealing No. 175107) <p>The following reservations are listed:</p> <ul style="list-style-type: none"> • A right of entry in favour of the Minister to enter and inspect the land • All minerals and mineral substances in or on the leased land including ores and substances • A power of resumption • A right of entry and inspection for the purposes of providing and maintaining water, sewer, electricity and other services <p>Provisions include the payment of annual rent and all rent due when demanded by the Minister; The lease is granted under and subject to the Special Purposes Leases Act and the Regulations.</p> <p>Lessee covenants include: duty to pay rent annually in advance; use of the land only for the purposes for which it is leased (Aboriginal Communal Living, Craft Complex and Ancillary); payment of all rates and taxes; compliance with all regulations pursuant to the Act; that all development will be in accordance with any planning instrument under the Planning Act affecting the land.</p> <p>2. Lease (Date of Lease: 3 December 2009, Date Lodged: 9 May 2012, Date Registered: 9 May 2012, Dealing No. 771210)</p> <p>Mount Nancy Housing Association Incorporated (Owner/Sub-Lessor) grants sublease for the whole of the land for an annual rent of \$1.00 (\$1.10 with GST), if demanded, to the Executive Director of Township (EDTL) (Tenant/Sub-Lessee) with a sublease term from 3 December 2009 to 2 December 2049 with no right of renewal. The parties agree to negotiate in good faith the renewal of this sublease not later than 20 years before the end of the term. If the Sublessee overholds the Living Area without objection by the Sublessor, the term of the lease will change to a six month lease term with the same terms and conditions in this sublease. The sublease will automatically end if the Lease ends for any reason.</p> <p>The conditions and covenants implied by Sections 117 and 199 <i>Law of Property Act</i> shall not apply to this lease.</p> <p>Transition from existing arrangements</p> <p>Tenants have the right to continue to occupy and use the land and improvements on it subject to the terms of this sublease (Tenant’s Right of Occupation) and rents are payable to the Sublessee.</p>

Consultative Forum

The parties agree to a Consultative Forum for the Alice Springs Living Area Subleases. The Consultative Forum facilitates communication and discuss land use and other issues arising from the performance of the Alice Springs Living Area Subleases with regard to the interests of the Alice Springs Living Area Association and other legitimate community interests; and performs other functions agreed by parties. The Sublessee is required to consult with the Consultative Forum and have regards for any recommendations regarding future development, housing management agreements, Living Area Underleases, material contracts and other matters related to the administration of the subleased area.

Advisory Housing Forum

The parties agree to an Advisory Housing Forum for the Alice Springs Living Area Subleases to facilitate communication between the Commonwealth of Australia, the Territory and Tangentyere Council in relation to tenancy management issues in the subleased Alice Springs Living Areas. The Advisory Housing Forum does not meet the power to bind the parties to the sublease.

Sublessee covenants include:

- a. To pay rent, rates (including outgoings), taxes and charges (including services charges), insurance (including improvements and public risk)
 - b. To comply with applicable laws, government agency notices and/or planning scheme requirements
 - c. To comply with lease terms and conditions
 - d. To use land for intended lease purposes, including development of the Living Area for the benefit of current and future residents
 - e. To indemnify Sublessor against all actions, claims, losses, demands, damages from damage or loss of property; and the death or injury to any person in the Living Area
 - f. To release the Sublessor of all claims, liabilities, actions, suites, demands, costs and expenses from loss or damage to any personal property in the Living Area; death or injury of any person in any part of the Living Area and an act or omission of the Sublessor or its agent in the Living Area; and failure of any of the services
 - g. To return the Living Area to the Sublessor at the expiration, surrender or earlier determination of the Sublessee's occupation in a condition consistent with its obligations under the sublease
 - h. To novate and/or assign Living Area, service or maintenance agreements or other agreements, Housing Management agreements, licences and underleases at the expiration, surrender or earlier determination to the Sublessor
 - i. To facilitate the grant of tenancy agreement to the person holding the Tenant's Right of Occupation
 - j. To permit service providers to continue to occupy and use the land, and make improvements on it subject to the terms of this sublease and rent is payable to the Sublessee
 - k. Enable Living Area Underlessees, Licensees and persons holding rights of occupation to enjoy and exercise their rights, title and other interests under their underleases, licences and rights of occupation
 - l. Provide access to premises and shall not interfere with the enjoyment and rights of Underlessees, licensees and persons holding rights of occupation
 - m. Provide reasonable access to provide community services, Tangentyere Council to complete initial upgrade works, municipal service providers, postal service providers but shall not interfere with the enjoyment and rights of underlessees, licensees and persons holding rights of occupation
 - n. Provide Sublessor right to reasonably access the Living area to carry out investigations for breach of sublease terms, covenants and conditions
 - o. Maintain, repair or replace any existing improvement, if the lease requires, and new improvements
 - p. To pay the Sublessor, upon demand for all works carried out by the Sublessor where the Sublessee has failed to carry out works under its sublease obligations
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- q. To grant Sublessor ownership of Sublessee improvements at the expiry of the lease term for consideration of \$1, if demanded by Sublessee
- r. To ensure that there is a Housing Management Agreement to provide housing services to Aboriginals in the Living Area and each agreement includes a clause requiring the Housing Authority to consult with the Sublessor regarding housing and tenancy management policies and procedures (not less than every 6 months)
- s. Notify the public (in the local newspaper, national newspaper and other media) of a proposal to enter into a Housing Management Agreement during the 10th, 20th and 30th years of this sublease
- t. To grant the Sublessor with a Living Area Underlease of vacant land in the living area
- u. To not grant a Living Area Underlease over a Housing Area without consent of the Territory
- v. To continue its obligations and liabilities under this Sublease after the granting of a Living Area Underlease or Living Area Licence
- w. To amend or terminate any Housing Management Agreement, Living Area Underlease or Living Area Licence not granted in accordance with its Sublease if directed by the Sublessor
- x. Develop guidelines (Home Ownership Guidelines) to enable Aboriginal people to acquire long-term secure tenure to individual houses and related land

Sublessor covenants include:

- a. Enable Living Area Underlessees, Licensees and persons holding rights of occupation to enjoy and exercise their rights, title and other interests under their underleases, licences and rights of occupation
- b. Provide access to premises and shall not interfere with the enjoyment and rights of underlessees, licensees and persons holding rights of occupation
- c. Provide reasonable access to provide community services, Tangentyere Council to complete initial upgrade works, municipal service providers, postal service providers but shall not interfere with the enjoyment and rights of underlessees, licensees and persons holding rights of occupation
- d. Allow Sublessee to alter, remove or demolish existing improvements
- e. Reserving the right to carry out any works for existing improvements to comply with applicable law, planning scheme or requirements that are not the responsibility of Sublessee or where the Sublessee fails to comply with requirements
- f. Allow Sublessee to erect, install, alter, remove, refurbish and demolish Sublessee improvements that are compliant with applicable building codes, environmental health standards and the National Indigenous Housing Guide
- g. Allow Sublessee to maintain ownership of its improvements and services during the lease term
- h. Allow the Sublessee to grant a Living Area Underleases, including a Living Area Underlease of Community Land to the Association, as long as it is compliance with conditions in Section 10.6 of this Sublease
- i. Allow the Sublessee to consider a request for a Living Area Underlease from a person other than the Sublessor or its nominee
- j. Develop guidelines (Home Ownership Guidelines) to enable Aboriginal people to acquire long-term secure tenure to individual houses and related land
- k. To provide quiet enjoyment of the premises
- l. To produce all necessary certificates requested by Sublessee

The sublease includes terms and conditions relating to Northern Territory, Department of Families, Housing Community Services and Indigenous Affairs of the Commonwealth of Australia

Blank Non Lapsing Caveat and General Consent forms are attached to the sublease

A letter from the Minister for Planning and Lands, dated 29 July 2009, is attached to the Sublease consenting to the registration of Special Purposes Lease 554 for Aboriginal communal purposes for Lot 5123 Town of Alice Springs.

3. Unregistered Sublease

Executive Director of Township Leasing (Underlessor) grants an underlease (Housing Management Agreement) to Northern Territory of Australia (Underlessee) for the whole parcel from 3 December 2009 to 2 December 2012 in consideration for \$1 (\$1.10 with GST), if demanded, with no right of renewal. If the Underlessee overholds the Living Area without objection by the Underlessor, the term of the lease will change to a monthly lease term with the same terms and conditions in this sublease. The Underlease will automatically end if the sublease ends for any reason.

The conditions and covenants implied by Sections 117 and 199 *Law of Property Act* shall not apply to this lease.

Underlessee covenants include:

- a. Enable Underlessor to provide services to, on, over, through or under the Living Area (with not less than 14 days' notice of works or grant of licences) and carry on improvement works
 - b. To comply with Lease and Sublease terms and conditions
 - c. To maintain insurance cover for improvements \$10,000,000 for destruction or damage and \$2,000,000 for contingencies for any one occurrence) and public liability, including personal injury and loss destruction or damage to any property (not less than \$20,000,000 for any one occurrence)
 - d. To pay rent, rates (including outgoings), taxes and charges (including services charges), insurance (including improvements and public risk)
 - e. To comply with applicable laws, government agency notices and/or planning scheme requirements
 - f. To comply with lease terms and conditions
 - g. To use land for intended lease purposes
 - h. To indemnify Underlessor against all actions, claims, losses, demands, damages from damage or loss of property; and the death or injury to any person in the Living Area
 - i. To release the Underlessor of all claims, liabilities, actions, suites, demands, costs and expenses from loss or damage to any personal property in the Living Area; death or injury of any person in any part of the Living Area and an act or omission of the Underlessor or its agent in the Living Area; and failure of any of the services
 - j. To return the Living Area to the Underlessor at the expiration, surrender or earlier determination of the Underlessee's occupation in a condition consistent with its obligations under the sublease
 - k. To novate and/or assign Living Area, service or maintenance agreements or other agreements, Housing Management agreements, licences, underleases and improvements at the expiration, surrender or earlier determination to the Underlessor
 - l. To facilitate the grant of tenancy agreement to the person holding the Tenant's Right of Occupation
 - m. To permit service providers to continue to occupy and use the land, and make improvements on it subject to the terms of this underlease
 - n. Provide access (including Underlessor, Sublessor and Lessor) to premises and shall not interfere with the enjoyment and rights of underlessees, licensees and persons holding rights of occupation
 - o. Provide reasonable access to provide community services, Tangentyere Council to complete initial upgrade works, municipal service provides, postal service providers but shall not interfere with the enjoyment and rights of underlessees, licensees and persons holding rights of occupation
 - p. Provide Underlessor right to reasonably access the Living area to carry out investigations for breach of sublease terms, covenants and conditions
 - q. Maintain, repair or replace any existing improvement, if the underlease requires, and new improvements
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- r. To pay the Underlessor, upon demand for all works carried out by Underlessor where the Underlessee has failed to carry out works under its sublease obligations
 - s. To amend or terminate any Housing Management Agreement, Living Area Underlease or Living Area Licence not granted in accordance with its Underlease if directed by the Underlessor
 - t. To acknowledge that the Underlessor may grant an underlease of community land

Underlessor covenants include:

- a. Ensure that arrangements and procedures are in place to minimise any disruption to the Underlessee's use of the land during the undertaking of works
- b. Pay rent, licence fees or other monies under or in connection with the Tenant's Right of Occupation are payable to the Underlessee
- c. To allow the Underlessee to grant land licences
- d. Enable Living Area Underlessees, Licensees and persons holding rights of occupation to enjoy and exercise their rights, title and other interests under their underleases, licences and rights of occupation
- e. To allow Underlessee to grant Tenancy Agreements, underleases and land licences with Underlessor's prior written consent
- f. Provide access to premises and shall not interfere with the enjoyment and rights of underlessees, licensees and persons holding rights of occupation
- g. Provide reasonable access to provide community services, Tangentyere Council to complete initial upgrade works, municipal service providers, postal service providers but shall not interfere with the enjoyment and rights of underlessees, licensees and persons holding rights of occupation
- h. Allow Underlessor to alter, remove or demolish existing improvements
- i. Reserving the right to carry out any works for existing improvements to comply with applicable law, planning scheme or requirements that are not the responsibility of Sublessee or where the Underlessee fails to comply with requirements
- j. Allow Underlessee to maintain ownership of its improvements and services during the lease term
- k. To allow Underlessor grant a Living Area Underleases, including a Living Area Underlease of Community Land to the Association, Tenancy Agreements and land licences. Prior written consent is only required from Underlessor for community land
- l. Develop guidelines (Home Ownership Guidelines) to enable Aboriginal people to acquire long-term secure tenure to individual houses and related land
- m. To provide quiet enjoyment of the premises
- n. To produce all necessary certificates requested by Underlessee

A letter from the Minister for Planning and Lands, dated 29 July 2009, provides consent to the registration of the underleases over the leases for Special Purpose Lease 493, 412, 550, 543, 536, 438, 426, 459, 409, 450, 554, 473 and Crown Lease Perpetual 1111 and 1112, as an aboriginal settlement, residential housing, communal living, camping and ancillary uses.

4. Unregistered Housing Lease Concerning the Alice Springs Town Camps

The NTA grants to the Chief Executive Officer (Housing) ('CEOH') an underlease of parts of the land comprising 16 of the Alice Springs Town Camps in consideration of \$1.00 rent payable on demand. The Housing Lease commences and expires/terminates on the same dates as the Sublease from EDTL to NTA.

The CEOH must:

- Pay all rates, charges and taxes in respect of the premises;
- Pay for all electricity, water and gas consumed or used on the premises;
- Comply with the Sublease between the EDTL and NTA;
- Only use the premises for purposes consistent with permitted use defined in the subleases between EDTL and NTA – i.e. consistent with the purposes of the SPL/CL and for the purposes of provision of community or public housing services and related

infrastructure.

The CEOH may:

- transfer, sublet or assign the sublease; and
- tenant, sublet or underlease in accordance with the permitted use.

5. Unregistered Public Housing Tenancy Agreements – Fixed Term Tenancy

All tenants of the CEOH public housing must enter into this agreement which is in accordance with the *Residential Tenancies Act (NT)* and *Housing Act (NT)*.

The agreement includes usual tenancy provisions including:

- Paying rent (which may be adjusted by CEOH);
- Paying a bond;
- Providing information in relation to identity;
- Only using premises for residential purposes; and
- Obligations in relation to maintenance and use of the premises.

However, specific to public housing the agreement also provides:

- CEOH powers to require the tenant to enter into an Acceptable Behaviour Agreement in accordance with the *Housing Act*;
- Public Housing Officers will monitor and control the premises; and
- The tenant must disclose the recognised occupiers of the premises.

6. Memorandum of Grant of Easement for Right of Way (Lodgement Date: 12 May 1986, Dealing No. 175107)

A grant of easement for right of way, as described in the attached from the Conservation Land Corporation (the Grantor) to the Aboriginal Development Commission (the Grantee). The Grantor grants the Grantee, its successors, servants and licences to pass and repass over the servient land (Lot 5774 Town of Alice Springs Volume 198, Folio 40, Crown Lease Perpetual No. 445) shown in blue on the attached map S81/30B (the roadway) for the use and enjoyment of the dominant land (Lot 5123 Town of Alice Springs, Volume 192, Folio 46, Special Purpose Lease No. 554). The Grantor and its successors, and owners of the servient land have the right to erect, renew and maintain a gate or gates across the roadway at the boundary between the dominant land and servient land (including fittings and fixtures), leaving a space for sufficient unrestricted access. The Grantee and Grantor, and their successors, will contribute to the cost (fair proportion) of keeping the roadway in repair. The easement recognizes encumbrances on the servient land, an electronic communications and water supply easement required by the Northern Territory.

A letter from the Northern Territory of Australia Department of Lands, not dated, referring to a duplicate of Crown Lease Perpetual No. 445, Lot 5774 Town of Alice Springs (also noting that the property was previously unalienated Crown Land).

A Title Production Unit Action Sheet (Instrument No. 175107, Vol. 192, and Fol. 46) is attached to the Memorandum of Grant of Easement, which provides drafters and endorsers' instructions.

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	<p>Purpose of SPL is limited to Aboriginal Communal Living, Craft Complex and Ancillary. Recommend this be amended, if required, to the purpose consistent with the proposed use of the land.</p> <p>The subleases to EDTL and consequently NTA then CEOH, limit the SPL/CL holder's ability to deal with and control the land. Recommend the subleases be surrendered or terminated where possible. If not surrendered or terminated, any economic development or home ownership plans would need to operate within the scope of those subleases.</p>
Relevant legislation for land dealings;	Associations Act (NT) Dealing 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) Section 9A – prohibition on subdivision. Recommend Act be amended to remove prohibition.
Suggested amendments	<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 Crown Lands Act (NT).</p> <p>Planning Act (NT)</p> <p>Any proposed development on the land must comply with the Planning Act, Regulations 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 Native Title Act 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>Applies to the tenancy agreements between CEO (Housing) and residents of public housing on the Town Camp.</p> <p>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</p>

(i.e. landlord's obligation to repair, payment of rates and taxes, payment in advance and payment of a premium).

Housing Act (NT)

Applies to the tenancy agreements between CEO (Housing) and residents of public housing on the Town Camp.

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 Itwiyethwenge (Bassos) community is located just north of the Alice Springs CBD. The community consists of two 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 Bassos is generally in either good or 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 as the community is not connected to town sewer and is currently using septic tanks. The capacity of the septic tanks was not assessed. It is recommended that DN150 PVC reticulation main is installed with house connections and connected to the pump station (or new gravity main) at Mount Nancy.

The external water main, which is understood to be dedicated to servicing Bassos Town Camp is a single feed DN100 AC pipe with a single fire hydrant located at the end of the pipeline. This water main is non-compliant with relevant standards is recommended to be upgraded. The upgrades include replacing the existing above ground fire hydrant and replacing the DN100 AC pipe with DN150 PVC. The internal water supply infrastructure is minimal. There are no water mains within the community, only the connection between the house and external water main. The internal network has sufficient capacity for the existing infrastructure. No upgrades are currently required to the internal water infrastructure.

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 Bassos include a basketball court, BBQ area and shaded sitting area. All were assessed in good or very good condition and only minor maintenance works are 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.

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

Water infrastructure condition



Road infrastructure condition



Community structure condition



Electrical infrastructure condition



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

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 Bassos community:

Sewerage

- Construct approximately 550 m of gravity main, new housing connections, manholes, and connection to the existing pump station on Basso Road.

Water supply

- Replace existing pipe with DN150 PVC, approximately 450 m
- Replace above ground fire hydrant with below ground fire hydrant

Roadworks

- Regrade Scobie Road to repair the surface failure occurring
- New culvert/bridge arrangement over the creek
- 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

- Construct kerb and gutters, side entry pits, and underground drainage.

Community structures

- Paint basketball 'key' lines
- Install basketball net
- Cleaning of basketball court, BBQ area and shaded sitting area to remove rubbish

Electrical services

- Install new street lighting - approximately 10 poles

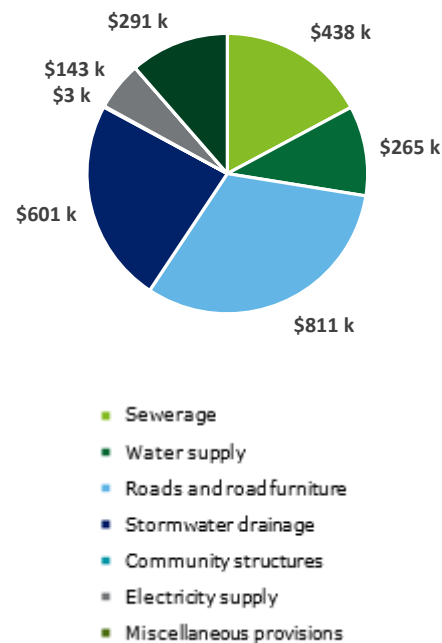
Communications

- 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 estimates take into account a 30% contingency, are inclusive of GST, and include a location factor for Town Camps outside of Darwin.

Infrastructure	Maintenance of existing infrastructure	Upgrades to meet current design
Sewerage	\$ 0	\$ 438,000
Water supply	\$ 0	\$ 265,000
Roadworks	\$ 32,000	\$ 779,000
Stormwater drainage	\$ 0	\$ 601,000
Community structures	\$ 3,000	\$ 0
Electrical	\$ 0	\$ 143,000
Communications	\$ 0	\$ 0
Miscellaneous provisions	\$ 14,000	\$ 277,000
Total (including GST)	\$ 49,000	\$ 2,503,000
Grand total	\$ 2,552,000	



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

Bassos was surveyed on the 16th of January 2017 and on the 14th of March 2017. Both of the 2 funded dwellings⁹ identified by the client were identified on site.

Current state of play

Housing summary and condition

The age of housing stock is 10 to over 20 years old. 50% were in a very good condition and 50% were in a very poor condition. This rating does not take into account the cleanliness of the residences and does not mean they comply with the Residential Tenancies Act. The houses are of ground level masonry construction with sheet metal roofing or concrete roofing.

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 Bassos, none were identified as having non-serviceable smoke alarms.

Flooding

Anecdotally, none of the houses were said to flood.

Visitors

Of the dwellings to which we were permitted access, 1 had 6 visitors. The residence with 6 visitors was a 2-bedroom home with 3 permanent residents, resulting in 4.5 people per room and 9 people per toilet which would present significant strain on the amenities.

Overcrowding

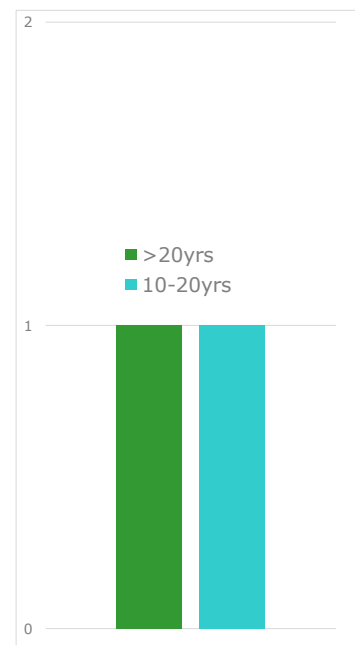
The surveys revealed that overcrowding is a result of transient populations and not the permanent residents that exist within the Town Camp.

Amenities

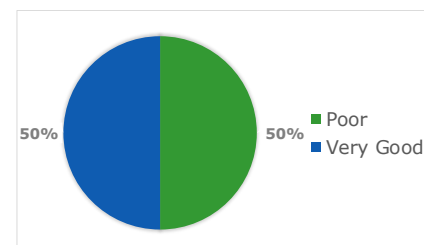
The data analysis of the community shows that on average there were 1.5 residents per bedroom and 3 per toilet. During periods of high visitation these values would differ.

Disabilities

Of the residents recorded, none had disabilities. No houses in Bassos were identified as having access ramps or appropriate grab rails in the wet areas.



Bassos - Age of Housing Stock



Bassos - Condition Summary

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

Asbestos

Of the 2 houses examined internally, 1 was listed as likely to contain asbestos. This material is considered safe if it is not interrupted.

Security

Both houses had serviceable doors and windows. One of the houses in Bassos was surrounded by a fence that were in average condition.

Recommended Works

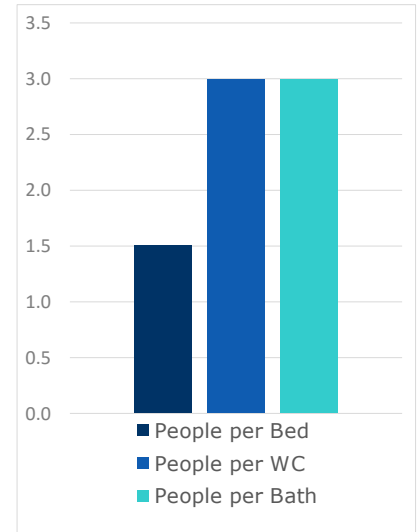
The condition of houses in Bassos are of a poor to very good standard. The cleanliness of the properties presents a serious concern from a health and wellbeing perspective. It is proposed that all existing housing stock be refurbished or renovated to meet the standards of the Residential Tenancy Act. Once the houses have been brought to meet the 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 Bassos to meet the standards of the Residential Tenancy Act, is \$281,923. 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.



Bassos - Amenities

Economic development

Social issues and themes voiced by residents	<ul style="list-style-type: none"> • Lease & Governance details are confusing and hard to understand for residents • Slow response to repairs and maintenance needs • Sentiments by residents of broken promises
Economic Development Opportunities	<p>Future economic development opportunities are most likely to be tied to the delivery of services to the Town Camp. This presents an opportunity to engage local residents in the journey down a pathway of economic participation. To do this it is recommended that funding provided to service providers and contractors be contingent upon the employment of local residents with set parameters that impart lasting skills.</p> <p>This pathway has the potential to build the capacity of Town Camp residents leading to pooled employment services, individual employment and finally the development of indigenous business.</p> <p>Alice Springs Towns Camps currently have the opportunity for pooled employment services as well as individual employment. In several cases instances of these are already occurring. The limitations on consultation in Alice Springs has restricted the analysis of these options in detail.</p> <p>For detailed rationale and recommendations see the Economic Development section of the report.</p>
Economic Aspirations	<p>Workshop participants voiced their desire for a local Aboriginal organisation controlled by the residents to take over the lease.</p> <p>Workshop participants want a housing program that is locally based and employs local residents.</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 finance and investment opportunities can be pursued.</p> <p>The Bassos Town Camp currently does not meet the criteria for private investment opportunities into housing or infrastructure. The leasing structure provides no certainty of ownership and difficulties in collecting 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 is changes that impact upon the above criteria.</p>
Home Ownership Opportunities	<p>Currently, there is no pathway to home ownership for residents within Bassos Town Camp. The land and leasing structure makes it difficult 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 consideration and recommendations regarding the leasing structure see the Land Tenure, Leasing and Legislation summary above.</p> <p>Aside from the leasing structure there are a range of economic constraints that confirms the absence of a pathway to home ownership for Town Camp residents. Limited contributions from residents, limited control over tenancies provides very little incentive for anyone to buy a house within a Town Camp. Ultimately this has resulted in no active market for Town Camps houses which further dis-incentivises any investment. For specific consideration of establishing a pathway to home ownership see the Economic Development section of the report.</p>

Governance

Governance Structure

The current governance structure within Bassos Town Camp begins with the original leaseholder Mount Nancy Housing Association Incorporated. This association has entered into a sublease with the Executive Director of Townships Leasing (EDTL). The EDTL then underleases the Town Camp on a month to month basis to the Northern Territory of Australia. Parcels of land are then underleased again to the Chief Executive Officer (CEO) of Housing who in turn outsources tenancy management functions to Zodiac Business Services. Repairs and maintenance as the responsibility of the CEO Housing is outsourced to panel of contractors including Ingkerreke Commercial, S&R Building and Construction, SDA & Co Pty Ltd and Tangentyere Construction.

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

Payments for service delivery to the Town Camp are incorporated in the rental payments made by residents. Rental payment amounts are determined based on the market rent for the property. Residents than pay proportion of this market rent depending on their personal circumstances. Payments are typically arranged as automatic deductions in consultation with Zodiac Business Services.¹⁰

For the financial year to date the Bassos Town Camp is paying all of the total rent charged to Town Camp residents.¹¹

Essential Services Payment Arrangements

Bassos Town Camp essential services are delivered by Tangentyere Council Incorporated who receive funding through an agreement with the Department of Housing and Community Development. The Department collects contributions for essential services (rates, water and sewerage) as part of resident's wider payments of rent. The residents pay for the power they use.¹²

¹⁰ This information was provided in consultation with Zodiac Business Services and the Department of Housing and Community Development

¹¹ This information was provided by the Department of Housing and Community Development

¹² This information was provided in consultation with Zodiac Business Services and the Department of Housing and Community Development

Karnte

Current State

March 2017

Legal and Legislative



Housing



Infrastructure



Economic Opportunity



Governance



Legend

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



Details

Region	Alice Springs
Lease	Crown Lease in Perpetuity 1111
Purpose	Aboriginal Residential Housing Area

Governance Structure

- Original leaseholder:** Karnte Aboriginal Corporation
- Current Leaseholder:** Territory Housing
- Tenancy:** Zodiac Business Services
- Maintenance:** Panel of Contractors
- Service Delivery:** Tangentyere Council Incorporated

Current number of Houses

x 19

Number of residents per room

x 1.7

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 housing Maintenance Cost
\$1.51m

Infrastructure

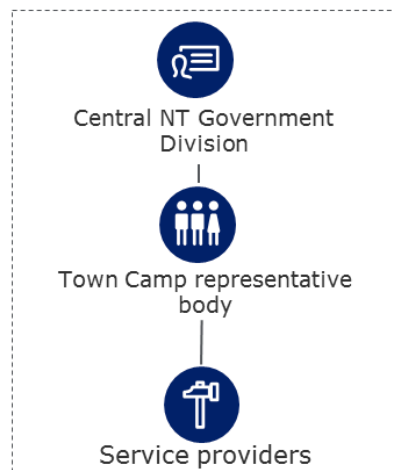


Deferred Maintenance Costs
\$26,000



Cost to meet Design standard
\$3.01m

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.

Karnte

Executive summary

Land	Crown Lease in Perpetuity 1111 owned by Karnte Aboriginal Corporation
Service Provider	Tangentyere Council Incorporated
Findings	<ul style="list-style-type: none"> • There is limited capacity of the lease holder to drive change which is impeding 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 Aboriginal Residential Housing Area • Currently the municipal infrastructure at Karnte is generally in either good or very good condition • The sewer network does not comply with relevant standards as the pipework is undersized • The DN150 PVC water main complies with relevant standards and the capacity of the existing water reticulation is sufficient • 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 are \$26,000 • Estimated costs of infrastructure upgrades required to meet current design standards is circa \$3.01 million • The condition of most houses in Karnte are considered average, they require significant upgrades and the hygiene and cleanliness of the properties presents a serious concern from a health and wellbeing perspective • Estimated cost of deferred housing maintenance is \$1.51 million • Some economic development opportunities exist • There is currently no established pathways to private investment • There is currently no established pathway to home ownership • This governance structure is characterised by confusion and unnecessary complication which impedes development
Recommendations	<ul style="list-style-type: none"> • The purpose of the lease should 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 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) • Stronger governance structures should lay the foundation for allocated responsibilities and support Town Camps to undertake a defined and co-ordinated 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 of the Town Camp, 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.

A workshop was held in the Tangentyere Board Room on 21/2/17 with Board Members and interested Town Camp residents, between 1100 and 1300. Approximately 9 Town Camp communities were represented. The same format was used as has been used throughout the Visioning process. Information was gathered about Place, Space, Interface, and from this Visions were extracted. The discussion was robust and more people participated than in the initial meeting, though it is obvious that some people are accepted as being able to speak up while others are there in support or just to listen. CCC appreciates the input and respect shown throughout the workshop.

Place

Alice Springs Town Campers are proud of who they are and the struggle they are involved in to be recognised as an important part of the Alice Springs community. They recognise that not everyone understands their struggle or their pride in who they are, including other Aboriginal people in Alice Springs. They say people are always looking at what is wrong with Town Camps and fail to see the strength and bonds that have been forged through years of struggle. They say they struggled for years to create their living spaces, through gaining leases and forming Housing Associations under the Tangentyere umbrella, and to maintain their control over how these Town Camps were run. They tell me that a report just prior to the Intervention assessed them against 10 standards that had been established as benchmarks of housing performance. They say they scored above the National average on 7 of these and were at the average on one and only failed to meet these benchmarks on two. They say they can't understand the logic of, in their words, "collapsing a successful housing management program" and replacing it with a system that has not produced anywhere near the same outcomes over the past 10 years.

In their view, all the current difficulties are a direct result of the Federal Government decision to remove their control over the leases as part of the Emergency Response (the Intervention). They say this meant that their previous slow, but gradual growth in managing their living spaces, was removed for a political decision that has not benefited them in any way. Prior to the forced relinquishment of their leases to the Commonwealth, they say they managed difficult residents, using trespass notices. The process was that the relevant housing association would come together, usually with the tenant, and see if it was possible for them to change their behaviour. If the tenant was willing to make changes, no eviction. If the tenant was unable to change they made a collective decision, and the offending tenant was issued with a trespass notice. The Town Campers say it worked well.

The Town Campers at the workshop were concerned at the means used, during the Emergency Response, to “coerce” Town Camp Presidents to convince their community to accept a lease and in their words, “betray their identity as Town Campers”. They see this as indicative of the way Government deals with them, and are keen to have a relationship where Town Campers are part of the solution, not the problem. There has been a great deal of research done over the past 20 years into various aspects of Town Camp management, and Tangentyere have been willing to share this research with the Review Team.

Local control over tenancy placement was an important issue for workshop participants. They say in the past they knew everyone who was living in their Town Camp community, but since the Intervention they have no idea who is in each house. They say this is also a problem for Police and Housing Safety Officers, who come into their community looking for people, and wake people up in the middle of the night by banging on their doors and windows. They want to see proper Tenancy Register so that outsiders, who need to see people, know where to go, and show some respect to other tenants. They believe the answer to this lies in developing Town Camp based Safety Officers, under the direction of local Housing Associations. There was concern expressed about the current policy of placing people who have no affiliation with the Town Camp community, into housing based on their place on the list. They say in Hidden Valley particularly this has turned a formerly well-managed community into a place with many social problems.

Space

As in all the other Town Camps R & M was a major issue, but for slightly different reasons. Participants say that they had a very solid tenancy management program, with a high incidence of rent collection prior to the Intervention. As with all Aboriginal Housing Associations they were constantly having to impress on people the importance of paying rent. They say they had the ability to trespass someone if they were too far in arrears. After the Intervention, they say they lost this ability. Tangentyere was responsible for R & M in those days and they were much more responsive, because you could just go and talk to someone. They say the current system locks them out. They have no relationship with the current service provider, and in fact say they feel unwelcome in their office. They see the company car drive around but they never stop, and they are strangers to them. The general view was that the condition of housing has declined since the Intervention.

There was some discussion about housing suitability, and there was general agreement of the need for a more diverse housing stock, that recognised the needs of aged and disabled people, and young families. There was little support for single men’s accommodation which they saw as causing more problems than it would solve. There were no real issues with design, though the need to provide shelter for families was raised. The participants said that under the Intervention there was an agreement that a temporary accommodation facility would be developed on the Northern side of Alice Springs, and on the Southern side. Aboriginal Hostels would be the managers of these facilities. Participants said the Southern facility was built, but not the Northern one. They say it works well, is always full, but the other facility needs to be built, and possibly one each on the Western and Eastern side. It is a recognised fact that when Aboriginal people are camping temporarily in an urban space, they prefer to camp in a geographic alignment with their country.

There was strong resistance to talking about Town Camp housing as Public Housing. Participants say they live in Aboriginal Housing, which is not the same

as Public Housing and has different rules that apply, such as affiliation to place. Some people thought the “Room to Breathe” initiative would work for them, and they felt that generally Town Camp residents were denied many of the programs available to other home occupiers because they lived in Town Camps. Yard maintenance was an issue, even though two of the participants were regarded as having houses with amazing gardens. They say in the old days Tangentyere helped with yard maintenance as part of their general community works program under CDEP. They say the new arrangements are that the NTG will maintain the area outside the yard, but not the area inside the fence. This is the tenants’ responsibility. In fact, they say with SIHIP, individual houses now have enormous yards, they believe, to cut back on the responsibilities of the municipal service providers. They say some houses have yards of around 3000 sq. metres. This is not seen as positive.

Interface

Alice Springs Town Camp residents have the same basic needs as other Town Camp residents throughout the Northern Territory for food, entertainment, and the basics of life. In Alice Springs that means, depending on location and need, people will use local major grocery chains, as well as smaller strategically located neighbourhood stores. They are an important client for these smaller stores, as their purchases generally are immediate need, e.g. Take away food, alcohol, etc. With an unknown number of people living in Town Camps or using Town Camps as their base, it is difficult to estimate their economic contribution to the town. If we were to take an estimate from the data available, of about 3000 people being Town Campers either permanently or occasionally, and conservatively half of these are adults, then 1500 people with a disposable income of \$370 per week suggests that they inject over \$500,000 per week into the local economy. This is not insignificant. Is this their only contribution?

The participants were strong in their views that Town Camp residents are actively employed across the Alice Springs economy. Some people are employed as NTG or Aust. Govt staff, others work for the various NGOs who are providing services, and a significant number work for local Aboriginal organisations. All of these people are making a contribution. The Town Campers also make a significant contribution through their own organisation, Tangentyere Council. When Town Campers talk about their struggle for recognition the use a term they wanted me to include in their vision, “Handing on the Passion”. Tangentyere has been a constant voice for Aboriginal Town Campers for 40 years. During that time, it has offended or upset most Governments and service organisations. As an organisation, it is the one constant in Town Campers ongoing struggle, and they want it to have a greater say on their behalf about their future.

Tangentyere Board members and other Town Camp residents at the workshop just want to regain what they believe they lost with the Intervention, control over the Town Camp communities, and the delivery of services into these places. They firmly believe they can do a better job than anyone has been doing over the past 10 years.

Visions

The primary visions are:

- Participants want control of their Town Camp communities given back to them at a community level, but also at an organisational level. One is through the leases, the other through the delivery of services;

- They want to create safer communities through the development and resourcing of Town Camp based Community Safety Officers, with similar powers to Housing Safety Officers;
- They want more resources provided to create more achievable and sustainable employment and economic pathways. They believe Tangentyere Employment Services is the organisation to achieve this;
- They want more input into the decisions that are made to terminate people off the Community Development Program. They say you are 14 times more likely to be terminated if you are an Aboriginal person in the Alice Springs region than anywhere else in Australia;
- They want a proper tenancy register so that service providers, particularly the Police have an accurate up-to-date tenancy map;
- In the past Tangentyere Council carried Insurance coverage to cope with forced entry by others and vandalism. Though expensive it recognised that tenants are not always able to control what is done to their house. The policy was expensive, but is recognised as “a good idea” by participants;

Land Tenure, Leasing and Legislation

Owner	Karnte Aboriginal Corporation
Location	165 Karnte Road, Arumbera, Alice Springs
Land	Lot 7850, Town of Alice Springs; CUFT Vol 747 Fol 788
Type of Tenure	Crown Lease in Perpetuity 1111 (in perpetuity)
Commencement date SPL/CL	22 January 1993
SPL/CL Purpose	Aboriginal Residential Housing Area
Planning scheme zone	CL (Community Living)

Summary of Land Dealing Documents

1. Crown Lease in Perpetuity 1111

Search certificate lists the following dealings:

- Underlease to Northern Territory of Australia – Expiring 02/12/2012 (Date Registered: 09/09/2010; Dealing No. 728360)
- Sublease to Executive Director of Township Leasing – expiring 02/12/2049 (Date Registered: 09/06/2010; Dealing No. 728337)

The following reservations are listed:

- All reservations and rights to which this grant is made subject to the Crown Lands Act. Provisions include purpose of lease, payment of annual rent, lease forfeiture at 6 months overdue rent payments, Minister’s absolute discretion with respect to land improvements, actions in accordance with sections 58 and 59 of the Crown Lands Act.

Lease Conditions include:

- Land not to be used for a purpose other than the lease purpose
- Lessee to pay rates and taxes in respect to the leased land
- Rent paid annually in advance
- Lessee to maintain and repair all boundary fencing
- Lessee to keep in repair all buildings and improvements on the leased land
- Lessee to maintain all car parking areas
- The Lessee will maintain the cleanliness of the land to the satisfaction of the Minister
- The Lessee acknowledges that the Northern Territory Government is not obliged to provide services that are not available at the Lease boundary

2. Lease (Date of Lease: 3 December 2009, Date Lodged: 8 June 2010, Date Registered: 9 June 2010, Dealing No. 728337)

Karnte Aboriginal Corporation (Owner/Sub-Lessor) grants a sublease for the whole of the land for an annual rent of \$1.00 (\$1.10 with GST), if demanded, to the Executive Director of Township (EDTL) (Tenant/Sub-Lessee). Sublease term from 3 December 2009 to 2 December 2049 with no right of renewal. The parties agree to negotiate in good faith the renewal of this sublease not later than 20 years before the end of the term. If the Sublessee overholds the Living Area without objection by the Sublessor, the term of the lease will change to a six month lease term with the same terms and conditions in this sublease. The sublease will automatically end if the Lease ends for any reason.

Sections 117 and 199 *Law of Property Act* shall not apply to this lease.

Transition from existing arrangements

Tenants have the right to continue to occupy and use the land and improvements on it subject to the terms of this sublease (Tenant's Right of Occupation) and rents are payable to the Sublessee.

Consultative Forum

The parties agree to a Consultative Forum for the Alice Springs Living Area Subleases. The Consultative Forum facilitates communication and discuss land use and other issues arising from the performance of the Alice Springs Living Area Subleases with regard to the interests of the Alice Springs Living Area Association and other legitimate community interests; and performs other functions agreed by parties. The Sublessee is required to consult with the Consultative Forum and have regards for any recommendations regarding future development, housing management agreements, Living Area Underleases, material contracts and other matters related to the administration of the subleased area.

Advisory Housing Forum

The parties agree to an Advisory Housing Forum for the Alice Springs Living Area Subleases to facilitate communication between the Commonwealth of Australia, the Territory and Tangentyere Council in relation to tenancy management issues in the subleased Alice Springs Living Areas. The Advisory Housing Forum does not meet the power to bind the parties to the sublease.

Sublessee covenants include:

- a. To pay rent, rates (including outgoings), taxes and charges (including services charges), insurance (including improvements and public risk)
 - b. To comply with applicable laws, government agency notices and/or planning scheme requirements
 - c. To comply with lease terms and conditions
 - d. To use land for intended lease purposes, including development of the Living Area for the benefit of current and future residents
 - e. To indemnify Sublessor against all actions, claims, losses, demands, damages from damage or loss of property; and the death or injury to any person in the Living Area
 - f. To release the Sublessor of all claims, liabilities, actions, suites, demands, costs and expenses from loss or damage to any personal property in the Living Area; death or injury of any person in any part of the Living Area and an act or omission of the Sublessor or its agent in the Living Area; and failure of any of the services
 - g. To return the Living Area to the Sublessor at the expiration, surrender or earlier determination of the Sublessee's occupation in a condition consistent with its obligations under the sublease
 - h. To novate and/or assign Living Area, service or maintenance agreements or other agreements, Housing Management agreements, licences and underleases at the expiration, surrender or earlier determination to the Sublessor
 - i. To facilitate the grant of tenancy agreement to the person holding the Tenant's Right of Occupation
 - j. To permit service providers to continue to occupy and use the land, and make improvements on it subject to the terms of this sublease and rent is payable to the Sublessee
 - k. Enable Living Area Underlessees, Licensees and persons holding rights of occupation to enjoy and exercise their rights, title and other interests under their underleases, licences and rights of occupation
 - l. Provide access to premises and shall not interfere with the enjoyment and rights of Underlessees, licensees and persons holding rights of occupation
 - m. Provide reasonable access to provide community services, Tangentyere Council to complete initial upgrade works, municipal service providers, postal service providers but shall not interfere with the enjoyment and rights of underlessees, licensees and persons holding rights of occupation
 - n. Provide Sublessor right to reasonably access the Living area to carry out investigations for breach of sublease terms, covenants and conditions
 - o. Maintain, repair or replace any existing improvement, if the lease requires, and new improvements
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- p. To pay the Sublessor, upon demand for all works carried out by the Sublessor where the Sublessee has failed to carry out works under its sublease obligations
 - q. To grant Sublessor ownership of Sublessee improvements at the expiry of the lease term for consideration of \$1, if demanded by Sublessee
 - r. To ensure that there is a Housing Management Agreement to provide housing services to Aboriginals in the Living Area and each agreement includes a clause requiring the Housing Authority to consult with the Sublessor regarding housing and tenancy management policies and procedures (not less than every 6 months)
 - s. Notify the public (in the local newspaper, national newspaper and other media) of a proposal to enter into a Housing Management Agreement during the 10th, 20th and 30th years of this sublease
 - t. To grant the Sublessor with a Living Area Underlease of vacant land in the living area
 - u. To not grant a Living Area Underlease over a Housing Area without consent of the Territory
 - v. To continue its obligations and liabilities under this Sublease after the granting of a Living Area Underlease or Living Area Licence
 - w. To amend or terminate any Housing Management Agreement, Living Area Underlease or Living Area Licence not granted in accordance with its Sublease if directed by the Sublessor
 - x. Develop guidelines (Home Ownership Guidelines) to enable Aboriginal people to acquire long-term secure tenure to individual houses and related land

Sublessor covenants include:

- a. Enable Living Area Underlessees, Licensees and persons holding rights of occupation to enjoy and exercise their rights, title and other interests under their underleases, licences and rights of occupation
- b. Provide access to premises and shall not interfere with the enjoyment and rights of underlessees, licensees and persons holding rights of occupation
- c. Provide reasonable access to provide community services, Tangentyere Council to complete initial upgrade works, municipal service providers, postal service providers but shall not interfere with the enjoyment and rights of underlessees, licensees and persons holding rights of occupation
- d. Allow Sublessee to alter, remove or demolish existing improvements
- e. Reserving the right to carry out any works for existing improvements to comply with applicable law, planning scheme or requirements that are not the responsibility of Sublessee or where the Sublessee fails to comply with requirements
- f. Allow Sublessee to erect, install, alter, remove, refurbish and demolish Sublessee improvements that are compliant with applicable building codes, environmental health standards and the National Indigenous Housing Guide
- g. Allow Sublessee to maintain ownership of its improvements and services during the lease term
- h. Allow the Sublessee to grant a Living Area Underleases, including a Living Area Underlease of Community Land to the Association, as long as it is compliance with conditions in Section 10.6 of this Sublease
- i. Allow the Sublessee to consider a request for a Living Area Underlease from a person other than the Sublessor or its nominee
- j. Develop guidelines (Home Ownership Guidelines) to enable Aboriginal people to acquire long-term secure tenure to individual houses and related land
- k. To provide quiet enjoyment of the premises
- l. To produce all necessary certificates requested by Sublessee

The sublease includes terms and conditions relating to Northern Territory, Department of Families, Housing Community Services and Indigenous Affairs of the Commonwealth of Australia

Blank Non Lapsing Caveat and General Consent forms are attached to the sublease

A letter from the Minister for Planning and Lands, dated 29 July 2009, is attached to the Sublease consenting to the registration of Crown Lease in Perpetuity 1111 for Aboriginal residential living and ancillary purposes for Lot 7850 Town of Alice Springs.

3. Sublease (Date of Sublease: 3 December 2009, Date Lodged: 9 June 2010, Date Registered: 9 June 2010, Dealing No. 728360)

Executive Director of Township Leasing (Underlessor) grants an underlease (Housing Management Agreement) to Northern Territory of Australia (Underlessee) for the whole parcel from 3 December 2009 to 2 December 2012 in consideration for \$1 (\$1.10 with GST), if demanded, with no right of renewal. Consent required from the Minister for Planning and Lands. If the Underlessee overholds the Living Area without objection by the Underlessor, the term of the lease will change to a monthly lease term with the same terms and conditions in this sublease. The Underlease will automatically end if the sublease ends for any reason.

The conditions and covenants implied by Sections 117 and 199 *Law of Property Act* shall not apply to this lease.

Underlessee covenants include:

- a. Enable Underlessor to provide services to, on, over, through or under the Living Area (with not less than 14 days' notice of works or grant of licences) and carry on improvement works
- b. To comply with Lease and Sublease terms and conditions
- c. To maintain insurance cover for improvements \$10,000,000 for destruction or damage and \$2,000,000 for contingencies for any one occurrence) and public liability, including personal injury and loss destruction or damage to any property (not less than \$20,000,000 for any one occurrence)
- d. To pay rent, rates (including outgoings), taxes and charges (including services charges), insurance (including improvements and public risk)
- e. To comply with applicable laws, government agency notices and/or planning scheme requirements
- f. To comply with lease terms and conditions
- g. To use land for intended lease purposes
- h. To indemnify Underlessor against all actions, claims, losses, demands, damages from damage or loss of property; and the death of injury to any person in the Living Area
- i. To release the Underlessor of all claims, liabilities, actions, suites, demands, costs and expenses from loss or damage to any personal property in the Living Area; death or injury of any person in any part of the Living Area and an act or omission of the Underlessor or its agent in the Living Area; and failure of any of the services
- j. To return the Living Area to the Underlessor at the expiration, surrender or earlier determination of the Underlessee's occupation in a condition consistent with its obligations under the sublease
- k. To novate and/or assign Living Area, service or maintenance agreements or other agreements, Housing Management agreements, licences, underleases and improvements at the expiration, surrender or earlier determination to the Underlessor
- l. To facilitate the grant of tenancy agreement to the person holding the Tenant's Right of Occupation
- m. To permit service providers to continue to occupy and use the land, and make improvements on it subject to the terms of this underlease
- n. Provide access (including Underlessor, Sublessor and Lessor) to premises and shall not interfere with the enjoyment and rights of underlessees, licensees and persons holding rights of occupation
- o. Provide reasonable access to provide community services, Tangentyere Council to complete initial upgrade works, municipal service provides, postal service providers but shall not interfere with the enjoyment and rights of underlessees, licensees and persons holding rights of occupation
- p. Provide Underlessor right to reasonably access the Living area to carry out investigations for breach of sublease terms, covenants and conditions

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- q. Maintain, repair or replace any existing improvement, if the underlease requires, and new improvements
 - r. To pay the Underlessor, upon demand for all works carried out by Underlessor where the Underlessee has failed to carry out works under its sublease obligations
 - s. To amend or terminate any Housing Management Agreement, Living Area Underlease or Living Area Licence not granted in accordance with its Underlease if directed by the Underlessor
 - t. To acknowledge that the Underlessor may grant an underlease of community land

Underlessor covenants include:

- a. Ensure that arrangements and procedures are in place to minimise any disruption to the Underlessee's use of the land during the undertaking of works
- b. Pay rent, licence fees or other monies under or in connection with the Tenant's Right of Occupation are payable to the Underlessee
- c. To allow the Underlessee to grant land licences
- d. Enable Living Area Underlessees, Licensees and persons holding rights of occupation to enjoy and exercise their rights, title and other interests under their underleases, licences and rights of occupation
- e. To allow Underlessee to grant Tenancy Agreements, underleases and land licences with Underlessor's prior written consent
- f. Provide access to premises and shall not interfere with the enjoyment and rights of underlessees, licensees and persons holding rights of occupation
- g. Provide reasonable access to provide community services, Tangentyere Council to complete initial upgrade works, municipal service providers, postal service providers but shall not interfere with the enjoyment and rights of underlessees, licensees and persons holding rights of occupation
- h. Allow Underlessor to alter, remove or demolish existing improvements
- i. Reserving the right to carry out any works for existing improvements to comply with applicable law, planning scheme or requirements that are not the responsibility of Sublessee or where the Underlessee fails to comply with requirements
- j. Allow Underlessee to maintain ownership of its improvements and services during the lease term
- k. To allow Underlessor grant a Living Area Underleases, including a Living Area Underlease of Community Land to the Association, Tenancy Agreements and land licences. Prior written consent is only required from Underlessor for community land
- l. Develop guidelines (Home Ownership Guidelines) to enable Aboriginal people to acquire long-term secure tenure to individual houses and related land
- m. To provide quiet enjoyment of the premises
- n. To produce all necessary certificates requested by Underlessee

A letter from the Minister for Planning and Lands, dated 29 July 2009, provides consent to the registration of the underleases over the leases for Special Purpose Lease 493, 412, 550, 543, 536, 438, 426, 459, 409, 450, 554, 473 and Crown Lease Perpetual 1111 and 1112, as an aboriginal settlement, residential housing, communal living, camping and ancillary uses.

4. Unregistered Housing Lease Concerning the Alice Springs Town Camps

The NTA grants to the Chief Executive Officer (Housing) ('CEOH') an underlease of parts of the land comprising 16 of the Alice Springs Town Camps in consideration of \$1.00 rent payable on demand. The Housing Lease commences and expires/terminates on the same dates as the Sublease from EDTL to NTA.

The CEOH must:

- Pay all rates, charges and taxes in respect of the premises;
- Pay for all electricity, water and gas consumed or used on the premises;
- Comply with the Sublease between the EDTL and NTA;

- Only use the premises for purposes consistent with permitted use defined in the subleases between EDTL and NTA – i.e. consistent with the purposes of the SPL/CL and for the purposes of provision of community or public housing services and related infrastructure.

The CEOH may:

- transfer, sublet or assign the sublease; and
- tenant, sublet or underlease in accordance with the permitted use.

5. Unregistered Public Housing Tenancy Agreements – Fixed Term Tenancy

All tenants of the CEOH public housing must enter into this agreement which is in accordance with the *Residential Tenancies Act* (NT) and *Housing Act* (NT).

The agreement includes usual tenancy provisions including:

- Paying rent (which may be adjusted by CEOH);
- Paying a bond;
- Providing information in relation to identity;
- Only using premises for residential purposes; and
- Obligations in relation to maintenance and use of the premises.

However, specific to public housing the agreement also provides:

- CEOH powers to require the tenant to enter into an Acceptable Behaviour Agreement in accordance with the *Housing Act*;
- Public Housing Officers will monitor and control the premises; and
- The tenant must disclose the recognised occupiers of the premises.

<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 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 Residential Housing Area. Recommend this be amended, if required, to the purpose consistent with the proposed use of the land.</p>
<p>Relevant legislation for land dealings;</p> <p>Legislative impediments; and</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>Suggested amendments</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> <p>Residential Tenancies Act (NT)</p> <p>Applies to the tenancy agreements between CEO (Housing) and residents of public housing on the Town Camp.</p> <p>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).</p> <p>Housing Act (NT)</p> <p>Applies to the tenancy agreements between CEO (Housing) and residents of public housing on the Town Camp.</p>
<p>Relevant legislation for lease holder</p>	<p><i>Corporations (Aboriginal and Torres Strait Islander) Act 2006 (Cth)</i></p>
<p>Level of support provided to lease holder and suggested amendments</p>	<p>The Office of the Registrar of Indigenous Corporations provides considerable support for Aboriginal corporations including but not limited to training, assistance in preparing the rule book, pro bono legal services, fact sheets, guides, templates, in person assistance with the community and recruitment assistance.</p>

Municipal and essential infrastructure: – Aurecon

Summary

The Karnte community is located south of Alice Springs. The community consists of 19 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 Karnte is generally in either good or very good condition. The water and electrical infrastructure has recently been upgraded. 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 pipework is undersized. The pump station generally complies with relevant standards however emergency overflow storage is required. The existing network has sufficient capacity for the current number of houses. It is recommended that the network is upgraded to DN150 PVC with new connections to houses and the pump station, and emergency overflow storage is added to the pump station.

The DN150 PVC water main complies with relevant standards and the capacity of the existing water reticulation is sufficient. The community is viewed overall as a large single lot and so it is proposed to have the water usage measured accordingly. In order to measure the water usage as a single lot, a bulk water meter is recommended be installed, along with associated works to create a single supply point to the community. 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 Karnte included a playground and basketball court in good and very good condition, respectively. Only minor maintenance works are 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.

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 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 Karnte community:

Sewerage

- Upgrade sewer network to DN150 PVC with new housing connections, new manholes and connection to the existing pump station. Approximately 650 m required.
- Construct overflow storage

Water supply

- Clear dirt from one fire hydrants
- Repaint one fire hydrants
- Install five residential lot water meters
- Install new bulk water meter at community boundary
- Disconnect secondary supply point and extend mains to create looping

Roadworks

- General clean of 590 m of road and road reserve to remove any rubbish or glass.
- 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

- Construct kerb and gutters, side entry pits, and underground drainage.

Community structures

- Paint 'key' lines on basketball court
- General clean of basketball court area and playground to ensure all rubbish and glass is removed

Electrical services

- Replace one 70W street light
- Replace one switchboard inside the metering panel
- Install new street lighting - approximately 35 poles

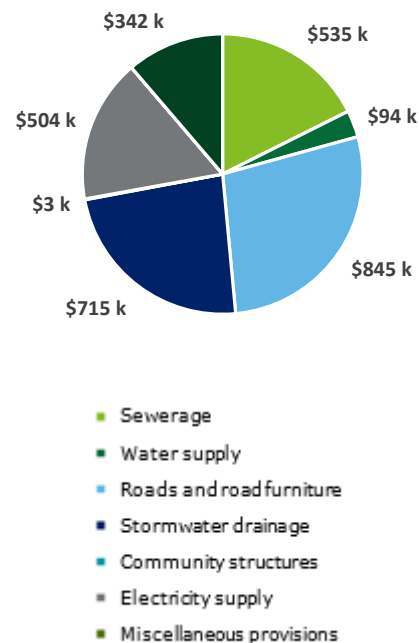
Communications

- 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, are inclusive of GST, and include a location factor for Town Camps outside of Darwin.

Infrastructure	Maintenance of existing infrastructure	Upgrades to meet current design
Sewerage	\$ 0	\$ 535,000
Water supply	\$ 1,000	\$ 93,000
Roadworks	\$ 8,000	\$ 837,000
Stormwater drainage	\$ 0	\$ 715,000
Community structures	\$ 3,000	\$ 0
Electrical	\$ 3,000	\$ 501,000
Communications	\$ 0	\$ 0
Miscellaneous provisions	\$ 11,000	\$ 331,000
Total (including GST)	\$ 26,000	\$ 3,012,000
Grand total	\$ 3,038,000	



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

Karnte was surveyed on the 19th, 20th and 24th of January 2017 and again on the 14th, 15th and 16th of March 2017. All of the 19 funded dwellings¹³ identified by the client, were identified on site. Surveys were completed for 19 houses.

Current state of play

Housing summary and condition

The age of housing stock varies between 5 - 10 years old to over 20 years old. Houses ranged from an average to excellent condition. 44% of houses were in an average condition and 39% were in a very good condition. However, this rating does not take into account the cleanliness of the residences and does not mean they comply with the Residential Tenancies Act. 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 Karnte, 3 were identified as having non-serviceable smoke alarms.

Flooding

Anecdotally, none of the houses are said to flood.

Visitors

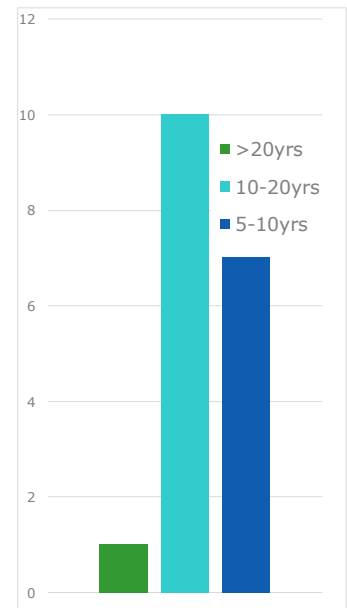
Of the dwellings to which we were permitted access only a 2 had visitors ranging from 3 to 4 people. The residence with 4 visitors was a 2-bedroom home with 6 permanent residents, resulting in 5 people per room and 10 people per toilet. These volumes increase the strain on amenities.

Overcrowding

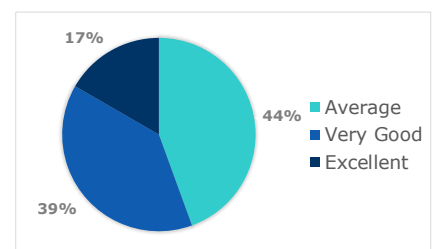
The surveys revealed that overcrowding is a result of transient populations and not the permanent residents that exist within the Town Camp.

Amenities

The data analysis of the community shows that on average there are 1 residents per bedroom and 2 per toilet. The individual house analysis shows a maximum recorded occupancy of 5 people per room and 10 people per toilet. Whilst the figures shown on the average occupancy are reasonable, the maximum occupancy reveals a significant strain on amenities.



Karnte - Age of Housing Stock



Karnte - Condition Summary

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

Disabilities

Of the residents recorded, 1 was identified as having a disability. This resident lived in a house with having appropriate grab rails in the wet areas and 1 ramp was identified.

Asbestos

Only 1 house was reported to be over 20 years old, thus the presence of asbestos is likely. This material is considered safe if it is not disturbed.

Security

Of the houses we gained access to, 4 did not have serviceable doors. All house in Karnte had serviceable windows. All the houses were surrounded by fences that varied in condition.

Recommended Works

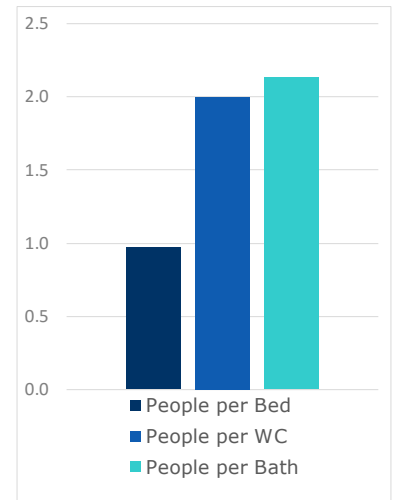
Although the condition of most houses in Karnte are considered average, they require significant upgrades. The hygiene and cleanliness of the properties presents a serious concern from a health and wellbeing perspective. It is proposed that all existing housing stock be refurbished or renovated to meet the standards of the Residential Tenancy Act. Once the houses have been brought to the 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 Karnte to meet the standards of the Residential Tenancy Act, is \$1,513,113. 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.



Karnte - Amenities

Economic development

Social issues and themes voiced by residents	<ul style="list-style-type: none"> • Lease & Governance details are confusing and hard to understand for residents • Slow response to repairs and maintenance needs • Sentiments by residents of broken promises
Economic Development Opportunities	<p>Future economic development opportunities are most likely to be tied to the delivery of services to the Town Camp. This presents an opportunity to engage local residents in the journey down a pathway of economic participation. To do this it is recommended that funding provided to service providers and contractors be contingent upon the employment of local residents with set parameters that impart lasting skills.</p> <p>This pathway has the potential to build the capacity of Town Camp residents leading to pooled employment services, individual employment and finally the development of indigenous business.</p> <p>Alice Springs Towns Camps currently have the opportunity for pooled employment services as well as individual employment. In several cases instances of these are already occurring. The limitations on consultation in Alice Springs has restricted the analysis of these options in detail.</p> <p>For detailed rationale and recommendations see the Economic Development section of the report.</p>
Economic Aspirations	<p>Workshop participants voiced their desire for a local Aboriginal organisation controlled by the residents to take over the lease.</p> <p>Workshop participants want a housing program that is locally based and employs local residents.</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 finance and investment opportunities can be pursued.</p> <p>The Karnte Town Camp currently does not meet the criteria for private investment opportunities into housing or infrastructure. The leasing structure provides no certainty of ownership and difficulties in collecting 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 is changes that impact upon the above criteria.</p>
Home Ownership Opportunities	<p>Currently, there is no pathway to home ownership for residents within Karnte Town Camp. The land and leasing structure makes it difficult 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 consideration and recommendations regarding the leasing structure see the Land Tenure, Leasing and Legislation summary above.</p> <p>Aside from the leasing structure there are a range of economic constraints that confirms the absence of a pathway to home ownership for Town Camp residents. Limited contributions from residents, limited control over tenancies provides very little incentive for anyone to buy a house within a Town Camp. Ultimately this has resulted in no active market for Town Camps houses which further dis-incentivises any investment. For specific consideration of establishing a pathway to home ownership see the Economic Development section of the report.</p>

Governance

Governance Structure

The current governance structure within Karnte Town Camp begins with the original leaseholder Karnte Aboriginal Corporation. This Corporation has entered into a sublease with the Executive Director of Townships Leasing (EDTL). The EDTL then underleases the Town Camp on a month to month basis to the Northern Territory of Australia. Parcels of land are then underleased again to the Chief Executive Officer (CEO) of Housing who in turn outsources tenancy management functions to Zodiac Business Services. Repairs and maintenance as the responsibility of the CEO Housing is outsourced to panel of contractors including Ingkerreke Commercial, S&R Building and Construction, SDA & Co Pty Ltd and Tangentyere Construction.

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

Payments for service delivery to the Town Camp are incorporated in the rental payments made by residents. Rental payment amounts are determined based on the market rent for the property. Residents then pay proportion of this market rent depending on their personal circumstances. Payments are typically arranged as automatic deductions in consultation with Zodiac Business Services.¹⁴

For the financial year to date the Karnte Town Camp is paying all of the total rent charged to Town Camp residents.¹⁵

Essential Services Payment Arrangements

Karnte Town Camp essential services are delivered by Tangentyere Council Incorporated who receive funding through an agreement with the Department of Housing and Community Development. The Department collects contributions for essential services (rates, water and sewerage) as part of resident's wider payments of rent. The residents pay for the power they use.¹⁶

¹⁴ This information was provided in consultation with Zodiac Business Services and the Department of Housing and Community Development

¹⁵ This information was provided by the Department of Housing and Community Development

¹⁶ This information was provided in consultation with Zodiac Business Services and the Department of Housing and Community Development

Yarrenty Altere

Current State

March 2017

Legal and Legislative



Housing



Infrastructure



Economic Opportunity



Governance



Legend

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



Details

Region	Alice Springs
Lease	Special Purposes Lease 536 (in perpetuity)
Purpose	Aboriginal Communal Living

Governance Structure

- Original leaseholder:** Yarrenty-Arterre Association Incorporated
- Current Leaseholder:** Territory Housing
- Tenancy:** Zodiac Business Services
- Maintenance:** Panel of Contractors
- Service Delivery:** Tangentyere Council Incorporated

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 housing Maintenance Cost
\$2.69m

Infrastructure

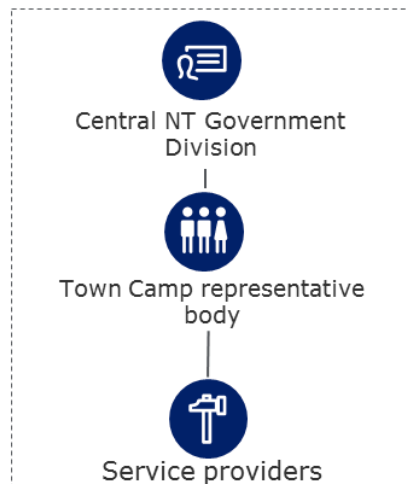


Deferred Maintenance Costs
\$99,000



Cost to meet Design standard
\$39,000

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.

Yarrenty Altere (Larapinta Valley)

Executive summary

Land	Special Purposes Lease 536 in perpetuity owned by Yarrenty-Artere Association Incorporated
Service Provider	Tangentyere Council Incorporated
Findings	<ul style="list-style-type: none"> • There is limited capacity of the lease holder to drive change which is impeding 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 • Very little support is afforded to Aboriginal Associations under the Associations Act (NT) • Currently the municipal infrastructure at Larapinta Valley is generally in either good or very good condition • The sewer network complies with relevant standards and has sufficient capacity for the current number of houses • The DN150 PVC water main complies with relevant standards and the capacity of the existing water reticulation is sufficient • 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 are \$99,000 • Estimated costs of infrastructure upgrades required to meet current design standards is circa \$39,000 • The housing condition in Yarrenty Alterre varied from poor to excellent standards • The cleanliness of the properties presents a serious concern from a health and wellbeing perspective • Estimated cost of deferred housing maintenance is \$2.69 million • Some economic development opportunities exist • There is currently no established pathways to private investment • There is currently no established pathway to home ownership • This governance structure is characterised by confusion and unnecessary complication which impedes development
Recommendations	<ul style="list-style-type: none"> • The purpose of the lease should 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)

-
- Stronger governance structures should lay the foundation for allocated responsibilities and support Town Camps to undertake a defined and co-ordinated 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 of the Town Camp, 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.

A workshop was held in the Tangentyere Board Room on 21/2/17 with Board Members and interested Town Camp residents, between 1100 and 1300. Approximately 9 Town Camp communities were represented. The same format was used as has been used throughout the Visioning process. Information was gathered about Place, Space, Interface, and from this Visions were extracted. The discussion was robust and more people participated than in the initial meeting, though it is obvious that some people are accepted as being able to speak up while others are there in support or just to listen. CCC appreciates the input and respect shown throughout the workshop.

Place

Alice Springs Town Campers are proud of who they are and the struggle they are involved in to be recognised as an important part of the Alice Springs community. They recognise that not everyone understands their struggle or their pride in who they are, including other Aboriginal people in Alice Springs. They say people are always looking at what is wrong with Town Camps and fail to see the strength and bonds that have been forged through years of struggle. They say they struggled for years to create their living spaces, through gaining leases and forming Housing Associations under the Tangentyere umbrella, and to maintain their control over how these Town Camps were run. They tell me that a report just prior to the Intervention assessed them against 10 standards that had been established as benchmarks of housing performance. They say they scored above the National average on 7 of these and were at the average on one and only failed to meet these benchmarks on two. They say they can't understand the logic of, in their words, "collapsing a successful housing management program" and replacing it with a system that has not produced anywhere near the same outcomes over the past 10 years.

In their view, all the current difficulties are a direct result of the Federal Government decision to remove their control over the leases as part of the Emergency Response (the Intervention). They say this meant that their previous slow, but gradual growth in managing their living spaces, was removed for a political decision that has not benefited them in any way. Prior to the forced relinquishment of their leases to the Commonwealth, they say they managed difficult residents, using trespass notices. The process was that the relevant housing association would come together, usually with the tenant, and see if it was possible for them to change their behaviour. If the tenant was willing to make changes, no eviction. If the tenant was unable to change they made a collective decision, and the offending tenant was issued with a trespass notice. The Town Campers say it worked well.

The Town Campers at the workshop were concerned at the means used, during the Emergency Response, to "coerce" Town Camp Presidents to convince their community to accept a lease and in their words, "betray their identity as Town Campers". They see this as indicative of the way Government deals with them, and are keen to have a relationship where Town Campers are part of the solution, not the problem. There has been a great deal of research done over the past 20 years into various aspects of Town Camp management, and Tangentyere have been willing to share this research with the Review Team.

Local control over tenancy placement was an important issue for workshop participants. They say in the past they knew everyone who was living in their Town Camp community, but since the Intervention they have no idea who is in each house. They say this is also a problem for Police and Housing Safety Officers, who come into their community looking for people, and wake people up in the middle of the night by banging on their doors and windows. They want to see proper Tenancy Register so that outsiders, who need to see people, know where to go, and show some respect to other tenants. They believe the answer to this lies in developing Town Camp based Safety Officers, under the direction of local Housing Associations. There was concern expressed about the current policy of placing people who have no affiliation with the Town Camp community, into housing based on their place on the list. They say in Hidden Valley particularly this has turned a formerly well-managed community into a place with many social problems.

Space

As in all the other Town Camps R & M was a major issue, but for slightly different reasons. Participants say that they had a very solid tenancy management program, with a high incidence of rent collection prior to the Intervention. As with all Aboriginal Housing Associations they were constantly having to impress on people the importance of paying rent. They say they had the ability to trespass someone if they were too far in arrears. After the Intervention, they say they lost this ability. Tangentyere was responsible for R & M in those days and they were much more responsive, because you could just go and talk to someone. They say the current system locks them out. They have no relationship with the current service provider, and in fact say they feel unwelcome in their office. They see the company car drive around but they never stop, and they are strangers to them. The general view was that the condition of housing has declined since the Intervention.

There was some discussion about housing suitability, and there was general agreement of the need for a more diverse housing stock, that recognised the needs of aged and disabled people, and young families. There was little support for single men's accommodation which they saw as causing more problems than it would solve. There were no real issues with design, though the need to provide shelter for families was raised. The participants said that under the Intervention there was an agreement that a temporary accommodation facility would be developed on the Northern side of Alice Springs, and on the Southern side. Aboriginal Hostels would be the managers of these facilities. Participants said the Southern facility was built, but not the Northern one. They say it works well, is always full, but the other facility needs to be built, and possibly one each on the Western and Eastern side. It is a recognised fact that when Aboriginal people are camping temporarily in an urban space, they prefer to camp in a geographic alignment with their country.

There was strong resistance to talking about Town Camp housing as Public Housing. Participants say they live in Aboriginal Housing, which is not the same as Public Housing and has different rules that apply, such as affiliation to place. Some people thought the "Room to Breathe" initiative would work for them, and they felt that generally Town Camp residents were denied many of the programs available to other home occupiers because they lived in Town Camps. Yard maintenance was an issue, even though two of the participants were regarded as having houses with amazing gardens. They say in the old days Tangentyere helped with yard maintenance as part of their general community works program under CDEP. They say the new arrangements are that the NTG will maintain the area outside the yard, but not the area inside the fence. This is the

tenants' responsibility. In fact, they say with SIHIP, individual houses now have enormous yards, they believe, to cut back on the responsibilities of the municipal service providers. They say some houses have yards of around 3000 sq. metres. This is not seen as positive.

Interface

Alice Springs Town Camp residents have the same basic needs as other Town Camp residents throughout the Northern Territory for food, entertainment, and the basics of life. In Alice Springs that means, depending on location and need, people will use local major grocery chains, as well as smaller strategically located neighbourhood stores. They are an important client for these smaller stores, as their purchases generally are immediate need, e.g. Take away food, alcohol, etc. With an unknown number of people living in Town Camps or using Town Camps as their base, it is difficult to estimate their economic contribution to the town. If we were to take an estimate from the data available, of about 3000 people being Town Campers either permanently or occasionally, and conservatively half of these are adults, then 1500 people with a disposable income of \$370 per week suggests that they inject over \$500,000 per week into the local economy. This is not insignificant. Is this their only contribution?

The participants were strong in their views that Town Camp residents are actively employed across the Alice Springs economy. Some people are employed as NTG or Aust. Govt staff, others work for the various NGOs who are providing services, and a significant number work for local Aboriginal organisations. All of these people are making a contribution. The Town Campers also make a significant contribution through their own organisation, Tangentyere Council. When Town Campers talk about their struggle for recognition they use a term they wanted me to include in their vision, "Handing on the Passion". Tangentyere has been a constant voice for Aboriginal Town Campers for 40 years. During that time, it has offended or upset most Governments and service organisations. As an organisation, it is the one constant in Town Campers ongoing struggle, and they want it to have a greater say on their behalf about their future.

Tangentyere Board members and other Town Camp residents at the workshop just want to regain what they believe they lost with the Intervention, control over the Town Camp communities, and the delivery of services into these places. They firmly believe they can do a better job than anyone has been doing over the past 10 years.

Visions

The primary visions are:

- Participants want control of their Town Camp communities given back to them at a community level, but also at an organisational level. One is through the leases, the other through the delivery of services;
- They want to create safer communities through the development and resourcing of Town Camp based Community Safety Officers, with similar powers to Housing Safety Officers;
- They want more resources provided to create more achievable and sustainable employment and economic pathways. They believe Tangentyere Employment Services is the organisation to achieve this;
- They want more input into the decisions that are made to terminate people off the Community Development Program. They say you are 14 times more likely to be terminated if you are an Aboriginal person in the Alice Springs region than anywhere else in Australia;

- They want a proper tenancy register so that service providers, particularly the Police have an accurate up-to-date tenancy map;
- In the past Tangentyere Council carried Insurance coverage to cope with forced entry by others and vandalism. Though expensive it recognised that tenants are not always able to control what is done to their house. The policy was expensive, but is recognised as “a good idea” by participants;

Land Tenure, Leasing and Legislation

Owner	Yarrenyty-Arltere Association Incorporated
Location	52 Blain Street, Flynn, Alice Springs
Land	Lot 5195, Town of Alice Springs; CUFT Vol 754 Fol 134
Type of Tenure	Special Purposes Lease 536 (in perpetuity)
Commencement date SPL/CL	27 January 1981
SPL/CL Purpose	Aboriginal Communal Living
Planning scheme zone	CL (Community Living)
Other notes re land	Notice of Lien G & J Dona Sales Pty Ltd – registered 29.06.1992
Summary of Land Dealing Documents	<p>1. Special Purposes Lease 536</p> <p>Search certificate lists the following dealings:</p> <ul style="list-style-type: none"> • Notice of Lien – G & J Dona Sales Pty Ltd (Date Registered: 29/06/1992; Dealing No. 266839) <p>The following reservations are listed:</p> <ol style="list-style-type: none"> a. A right of entry and inspection in favour of the Minister, or an officer authorised in writing by the Minister b. All minerals and mineral substance sin or on the leased land c. A power of resumption d. 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>Lease provisions include the payment of annual rent, a right of the Lessee to surrender the Lease, additional payment for rent more than 3 months in arrears, lease granted subject to the Special Purposes Leases Act and Regulations.</p> <p>Lessee Covenants include that the lessee will pay rent annually in advance; that the land only be used for the lease purpose; that the lessee will pay all rates and taxes which may become due; the Lessee will observe and comply with the Regulations; the Lessee will undertake such land development by the dates specified; the Lessee will submit sketch plans for developments to be undertaken; that the leased land will be dust suppressed and drained for stormwater; all internal roads and pathways be well drained and of good all weather condition; No building, structure or vehicle be within 8 meters of any road frontage; Adequate firefighting equipment be provided on site; no buildings or structure to be constructed more than one storey above ground level; Adequate facilities be available on site for males and females separately.</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</p>

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 Living. 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

Special Purposes Leases Act (NT)

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.
- 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)

The Native Title Act 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.

Residential Tenancies Act (NT)

Applies to the tenancy agreements between CEO (Housing) and residents of public housing on the Town Camp.

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).

Housing Act (NT)

Applies to the tenancy agreements between CEO (Housing) and residents of public housing on the Town Camp.

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 Yarrantly Altere (or Larapinta Valley) community is located west of Alice Springs. The community consists of 34 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 Larapinta Valley is generally in either good or very good condition since it has recently been upgraded. 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 complies with relevant standards and has sufficient capacity for the current number of houses. No upgrades are recommended.

The DN150 PVC water main complies with relevant standards and the capacity of the existing water reticulation is sufficient. In order to measure the water usage as a single lot, a bulk water meter is recommended be installed, along with associated works to create a single supply point to the community. 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.

The road and stormwater drainage network also complies with relevant standards, however it should be noted that the recent upgrades have not been approved by Alice Springs Town Council.

The community structures included bubblers, playgrounds, tables and chairs, and a basketball court. The condition of these were mostly good or very good, however one bubbler was not working and was therefore in very poor condition. Minor maintenance works are 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.

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



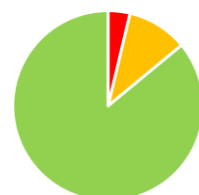
Stormwater drainage condition



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 Yarrenty Altere (Larapinta Valley) community:

Sewerage

- No upgrades required

Water supply

- Replace two taps
- Clear rubbish and overgrown grass from two residential water meters
- Replace one water meter handle
- Clear loose soil from covering eight fire hydrants
- Repaint three fire hydrants
- Install six additional residential lot water meters

Roadworks

- Clean road network with a street sweeper
- Replace one sign
- Seal the carpark

Stormwater drainage

- Clear blockages from three culverts (up to 50% blocked)
- Clear blockages from six side entry pits (up to 30% blocked)
- Clear blockages from one letterbox pit (40% blocked)

Community structures

- Conduct maintenance on one of the water bubblers to identify and fix the issue that's stopping it from working
- Install shade structure over one of the playgrounds
- Paint 'key' lines on basketball court
- Install net on basketball ring
- General clean of all community areas to remove graffiti, rubbish and any glass.

Electrical services

- Replace four street lights 70W and seven street lights 150W
- Replace five switchboards inside the metering panel

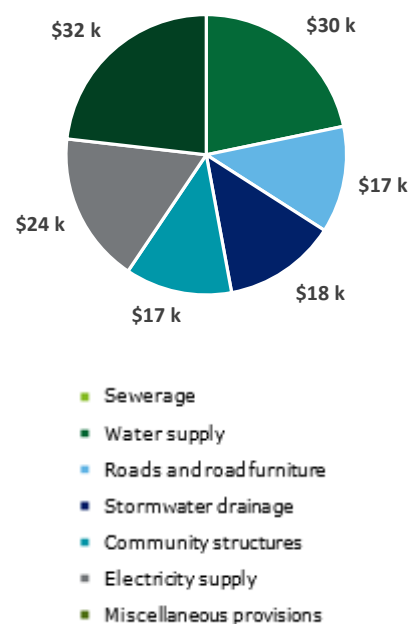
Communications

- 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, are inclusive of GST, and include a location factor for Town Camps outside of Darwin.

Infrastructure	Maintenance of existing infrastructure	Upgrades to meet current design
Sewerage	\$ 0	\$ 0
Water supply	\$ 4,000	\$ 26,000
Roadworks	\$ 17,000	\$ 0
Stormwater drainage	\$ 18,000	\$ 0
Community structures	\$ 17,000	\$ 0
Electrical	\$ 24,000	\$ 0
Communications	\$ 0	\$ 0
Miscellaneous provisions	\$ 19,000	\$ 13,000
Total (including GST)	\$ 99,000	\$ 39,000
Grand total	\$ 138,000	



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

Yarrenty Alterre was surveyed on the 18th, 23rd and 24th of January 2017, and again on the 14th and 16th of March 2017. All of the 34 funded dwellings¹⁷ identified by the client, were identified on site.

Current state of play

Housing summary and condition

The age of housing stock in Yarrenty Alterre varies from new through to over 20 years old. The majority of the housing stock was identified as 10-20 years old. 49% were considered to be in very good condition and 45% were considered average. This rating does not take into account the cleanliness of the residences and does not mean they comply with the Residential Tenancies Act. The majority of the houses are of ground level masonry construction with sheet metal roofing.

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 Yarrenty Alterre, 5 were identified as having non-serviceable smoke alarms.

Flooding

Anecdotally, 2 of the houses in Yarrenty Alterre are said to flood.

Visitors

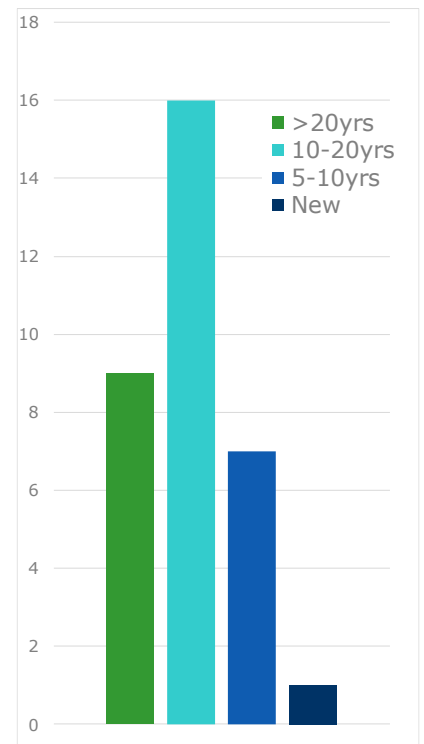
Of the dwellings to which we were permitted access, the number of visitors ranged from 2 to 5. The residence with 5 visitors was 3-bedroom home with 5 permanent residents, resulting in 3.3 people per room and 10 per toilet. This would place significant strain on amenities.

Overcrowding

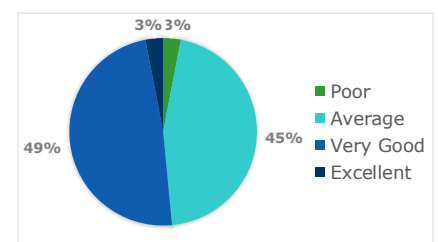
The surveys revealed that overcrowding is a result of transient populations and not the permanent residents that exist within the Town Camp.

Amenities

The data analysis of the community shows that on average there are 0.9 residents per bedroom and 2.1 per toilet. These are considered reasonable however, during periods of high visitation these values would differ.



Yarrenty Alterre - Age of Housing Stock



Yarrenty Alterre - Condition Summary

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

Disabilities

Of the residents recorded, 1 was identified as having disabilities. This resident lived in a house with grab rails but no ramps. 2 houses in Yarrenty Alterre had ramps and 12 had grab rails in wet areas.

Asbestos

Of the house we gained access to, 5 were reported to be over 20 years old and the presence of asbestos is likely. This material is considered safe if it is not disturbed.

Security

2 of the houses we gained access to did not have function locks. The majority of houses in Yarrenty Alterre were surrounded by fences and most were in good condition.

Recommended Works

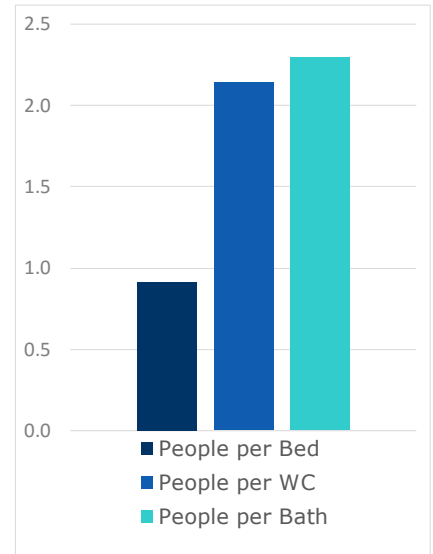
The housing condition in Yarrenty Alterre varied from poor to excellent standards. The cleanliness of the properties presents a serious concern from a health and wellbeing perspective. It is proposed that all existing housing stock be refurbished or renovated to meet the standards of the Residential Tenancy Act. Once the houses have been brought to the 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 Yarrenty Alterre to meet the standards of the Residential Tenancy Act, is \$2,690,766. 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.



Yarrenty Alterre - Amenities

Economic development

<p>Social issues and themes voiced by residents</p>	<ul style="list-style-type: none"> • Lease & Governance details are confusing and hard to understand for residents • Slow response to repairs and maintenance needs • Sentiments by residents of broken promises
<p>Economic Development Opportunities</p>	<p>Future economic development opportunities are most likely to be tied to the delivery of services to the Town Camp. This presents an opportunity to engage local residents in the journey down a pathway of economic participation. To do this it is recommended that funding provided to service providers and contractors be contingent upon the employment of local residents with set parameters that impart lasting skills.</p> <p>This pathway has the potential to build the capacity of Town Camp residents leading to pooled employment services, individual employment and finally the development of indigenous business.</p> <p>Alice Springs Towns Camps currently have the opportunity for pooled employment services as well as individual employment. In several cases instances of these are already occurring. The limitations on consultation in Alice Springs has restricted the analysis of these options in detail.</p> <p>For detailed rationale and recommendations see the Economic Development section of the report.</p>
<p>Economic Aspirations</p>	<p>Workshop participants voiced their desire for a local Aboriginal organisation controlled by the residents to take over the lease.</p> <p>Workshop participants want a housing program that is locally based and employs local residents.</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 finance and investment opportunities can be pursued.</p> <p>The Yarrenty Alterre Town Camp currently does not meet the criteria for private investment opportunities into housing or infrastructure. The leasing structure provides no certainty of ownership and difficulties in collecting 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 is changes that impact upon the above criteria.</p>
<p>Home Ownership Opportunities</p>	<p>Currently, there is no pathway to home ownership for residents within Yarrenty Alterre Town Camp. The land and leasing structure makes it difficult 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 consideration and recommendations regarding the leasing structure see the Land Tenure, Leasing and Legislation summary above.</p> <p>Aside from the leasing structure there are a range of economic constraints that confirms the absence of a pathway to home ownership for Town Camp residents. Limited contributions from residents, limited control over tenancies provides very little incentive for anyone to buy a house within a Town Camp. Ultimately this has resulted in no active market for Town Camps houses which further dis-incentivises any investment. For specific consideration of establishing a pathway to home ownership see the Economic Development section of the report.</p>

Governance

Governance Structure

The current governance structure within Yarrenty Alterre Town Camp begins with the original leaseholder Yarrenty-Arltere Association Incorporated. This association has entered into a sublease with the Executive Director of Townships Leasing (EDTL). The EDTL then underleases the Town Camp on a month to month basis to the Northern Territory of Australia. Parcels of land are then underleased again to the Chief Executive Officer (CEO) of Housing who in turn outsources tenancy management functions to Zodiac Business Services. Repairs and maintenance as the responsibility of the CEO Housing is outsourced to panel of contractors including Ingkerreke Commercial, S&R Building and Construction, SDA & Co Pty Ltd and Tangentyere Construction.

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

Payments for service delivery to the Town Camp are incorporated in the rental payments made by residents. Rental payment amounts are determined based on the market rent for the property. Residents than pay proportion of this market rent depending on their personal circumstances. Payments are typically arranged as automatic deductions in consultation with Zodiac Business Services.¹⁸

For the financial year to date the Yarrenty Alterre Town Camp is paying all of the total rent charged to Town Camp residents.¹⁹

Essential Services Payment Arrangements

Yarrenty Alterre Town Camp essential services are delivered by Tangentyere Council Incorporated who receive funding through an agreement with the Department of Housing and Community Development. The Department collects contributions for essential services (rates, water and sewerage) as part of resident's wider payments of rent. The residents pay for the power they use.²⁰

¹⁸ This information was provided in consultation with Zodiac Business Services and the Department of Housing and Community Development

¹⁹ This information was provided by the Department of Housing and Community Development

²⁰ This information was provided in consultation with Zodiac Business Services and the Department of Housing and Community Development

Mpwetyerre

Current State

March 2017



Details

Region	Alice Springs
Lease	Special Purposes Lease 543 (in perpetuity)
Purpose	Aboriginal Communal Living

Governance Structure

- Original leaseholder:** Mpwetyerre Aboriginal Corporation
- Current Leaseholder:** Territory Housing
- Tenancy:** Zodiac Business Services
- Maintenance:** Panel of Contractors
- Service Delivery:** Tangentyere Council Incorporated

Current number of Houses x 6

Number of residents per room x 0.7
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 0

Number of replacement houses

Cost of replacement houses
\$0

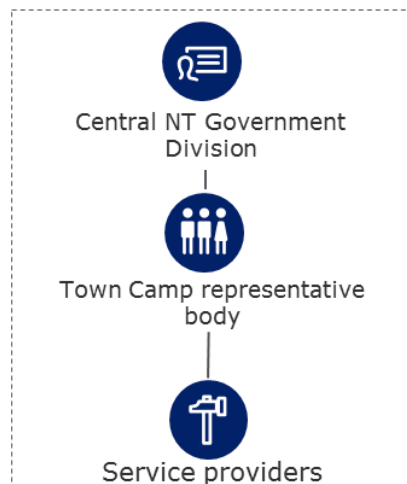
Deferred housing Maintenance Cost
\$618,968

Infrastructure

Deferred Maintenance Costs
\$46,000

Cost to meet Design standard
\$1.28m

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.

Mpwetyerre (Abbotts)

Executive summary

Land	Special Purposes Lease 543 in perpetuity owned by Mpwetyerre Aboriginal Corporation
Service Provider	Tangentyere Council Incorporated
Findings	<ul style="list-style-type: none"> • There is limited capacity of the lease holder to drive change which is impeding 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 Abbotts varies from poor to very good condition • The sewer network does not comply with relevant standards due to the size and alignment of the existing network • The water network does not comply with relevant standards • 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 are \$46,000 • Estimated costs of infrastructure upgrades required to meet current design standards is circa \$1.28 million • The housing condition in Mpwetyerre varied from very poor to very good standards • The cleanliness of the properties presents a serious concern from a health and wellbeing perspective • Some economic development opportunities exist • Estimated cost of deferred housing maintenance is \$618,968 • There is currently no established pathways to private investment • There is currently no established pathway to home ownership • This governance structure is characterised by confusion and unnecessary complication which impedes development
Recommendations	<ul style="list-style-type: none"> • The purpose of the lease should 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 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) • Stronger governance structures should lay the foundation for allocated responsibilities and support Town Camps to undertake a defined and co-ordinated 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 of the Town Camp, 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.

A workshop was held in the Tangentyere Board Room on 21/2/17 with Board Members and interested Town Camp residents, between 1100 and 1300. Approximately 9 Town Camp communities were represented. The same format was used as has been used throughout the Visioning process. Information was gathered about Place, Space, Interface, and from this Visions were extracted. The discussion was robust and more people participated than in the initial meeting, though it is obvious that some people are accepted as being able to speak up while others are there in support or just to listen. CCC appreciates the input and respect shown throughout the workshop.

Place

Alice Springs Town Campers are proud of who they are and the struggle they are involved in to be recognised as an important part of the Alice Springs community. They recognise that not everyone understands their struggle or their pride in who they are, including other Aboriginal people in Alice Springs. They say people are always looking at what is wrong with Town Camps and fail to see the strength and bonds that have been forged through years of struggle. They say they struggled for years to create their living spaces, through gaining leases and forming Housing Associations under the Tangentyere umbrella, and to maintain their control over how these Town Camps were run. They tell me that a report just prior to the Intervention assessed them against 10 standards that had been established as benchmarks of housing performance. They say they scored above the National average on 7 of these and were at the average on one and only failed to meet these benchmarks on two. They say they can't understand the logic of, in their words, "collapsing a successful housing management program" and replacing it with a system that has not produced anywhere near the same outcomes over the past 10 years.

In their view, all the current difficulties are a direct result of the Federal Government decision to remove their control over the leases as part of the Emergency Response (the Intervention). They say this meant that their previous slow, but gradual growth in managing their living spaces, was removed for a political decision that has not benefited them in any way. Prior to the forced relinquishment of their leases to the Commonwealth, they say they managed difficult residents, using trespass notices. The process was that the relevant housing association would come together, usually with the tenant, and see if it was possible for them to change their behaviour. If the tenant was willing to make changes, no eviction. If the tenant was unable to change they made a collective decision, and the offending tenant was issued with a trespass notice. The Town Campers say it worked well.

The Town Campers at the workshop were concerned at the means used, during the Emergency Response, to "coerce" Town Camp Presidents to convince their community to accept a lease and in their words, "betray their identity as Town Campers". They see this as indicative of the way Government deals with them, and are keen to have a relationship where Town Campers are part of the solution, not the problem. There has been a great deal of research done over

the past 20 years into various aspects of Town Camp management, and Tangentyere have been willing to share this research with the Review Team.

Local control over tenancy placement was an important issue for workshop participants. They say in the past they knew everyone who was living in their Town Camp community, but since the Intervention they have no idea who is in each house. They say this is also a problem for Police and Housing Safety Officers, who come into their community looking for people, and wake people up in the middle of the night by banging on their doors and windows. They want to see proper Tenancy Register so that outsiders, who need to see people, know where to go, and show some respect to other tenants. They believe the answer to this lies in developing Town Camp based Safety Officers, under the direction of local Housing Associations. There was concern expressed about the current policy of placing people who have no affiliation with the Town Camp community, into housing based on their place on the list. They say in Hidden Valley particularly this has turned a formerly well-managed community into a place with many social problems.

Space

As in all the other Town Camps R & M was a major issue, but for slightly different reasons. Participants say that they had a very solid tenancy management program, with a high incidence of rent collection prior to the Intervention. As with all Aboriginal Housing Associations they were constantly having to impress on people the importance of paying rent. They say they had the ability to trespass someone if they were too far in arrears. After the Intervention, they say they lost this ability. Tangentyere was responsible for R & M in those days and they were much more responsive, because you could just go and talk to someone. They say the current system locks them out. They have no relationship with the current service provider, and in fact say they feel unwelcome in their office. They see the company car drive around but they never stop, and they are strangers to them. The general view was that the condition of housing has declined since the Intervention.

There was some discussion about housing suitability, and there was general agreement of the need for a more diverse housing stock, that recognised the needs of aged and disabled people, and young families. There was little support for single men's accommodation which they saw as causing more problems than it would solve. There were no real issues with design, though the need to provide shelter for families was raised. The participants said that under the Intervention there was an agreement that a temporary accommodation facility would be developed on the Northern side of Alice Springs, and on the Southern side. Aboriginal Hostels would be the managers of these facilities. Participants said the Southern facility was built, but not the Northern one. They say it works well, is always full, but the other facility needs to be built, and possibly one each on the Western and Eastern side. It is a recognised fact that when Aboriginal people are camping temporarily in an urban space, they prefer to camp in a geographic alignment with their country.

There was strong resistance to talking about Town Camp housing as Public Housing. Participants say they live in Aboriginal Housing, which is not the same as Public Housing and has different rules that apply, such as affiliation to place. Some people thought the "Room to Breathe" initiative would work for them, and they felt that generally Town Camp residents were denied many of the programs available to other home occupiers because they lived in Town Camps. Yard maintenance was an issue, even though two of the participants were regarded as having houses with amazing gardens. They say in the old days Tangentyere

helped with yard maintenance as part of their general community works program under CDEP. They say the new arrangements are that the NTG will maintain the area outside the yard, but not the area inside the fence. This is the tenants' responsibility. In fact, they say with SIHIP, individual houses now have enormous yards, they believe, to cut back on the responsibilities of the municipal service providers. They say some houses have yards of around 3000 sq. metres. This is not seen as positive.

Interface

Alice Springs Town Camp residents have the same basic needs as other Town Camp residents throughout the Northern Territory for food, entertainment, and the basics of life. In Alice Springs that means, depending on location and need, people will use local major grocery chains, as well as smaller strategically located neighbourhood stores. They are an important client for these smaller stores, as their purchases generally are immediate need, e.g. Take away food, alcohol, etc. With an unknown number of people living in Town Camps or using Town Camps as their base, it is difficult to estimate their economic contribution to the town. If we were to take an estimate from the data available, of about 3000 people being Town Campers either permanently or occasionally, and conservatively half of these are adults, then 1500 people with a disposable income of \$370 per week suggests that they inject over \$500,000 per week into the local economy. This is not insignificant. Is this their only contribution?

The participants were strong in their views that Town Camp residents are actively employed across the Alice Springs economy. Some people are employed as NTG or Aust. Govt staff, others work for the various NGOs who are providing services, and a significant number work for local Aboriginal organisations. All of these people are making a contribution. The Town Campers also make a significant contribution through their own organisation, Tangentyere Council. When Town Campers talk about their struggle for recognition they use a term they wanted me to include in their vision, "Handing on the Passion". Tangentyere has been a constant voice for Aboriginal Town Campers for 40 years. During that time, it has offended or upset most Governments and service organisations. As an organisation, it is the one constant in Town Campers ongoing struggle, and they want it to have a greater say on their behalf about their future.

Tangentyere Board members and other Town Camp residents at the workshop just want to regain what they believe they lost with the Intervention, control over the Town Camp communities, and the delivery of services into these places. They firmly believe they can do a better job than anyone has been doing over the past 10 years.

Visions

The primary visions are:

- Participants want control of their Town Camp communities given back to them at a community level, but also at an organisational level. One is through the leases, the other through the delivery of services;
- They want to create safer communities through the development and resourcing of Town Camp based Community Safety Officers, with similar powers to Housing Safety Officers;
- They want more resources provided to create more achievable and sustainable employment and economic pathways. They believe Tangentyere Employment Services is the organisation to achieve this;

- They want more input into the decisions that are made to terminate people off the Community Development Program. They say you are 14 times more likely to be terminated if you are an Aboriginal person in the Alice Springs region than anywhere else in Australia;
- They want a proper tenancy register so that service providers, particularly the Police have an accurate up-to-date tenancy map;
- In the past Tangentyere Council carried Insurance coverage to cope with forced entry by others and vandalism. Though expensive it recognised that tenants are not always able to control what is done to their house. The policy was expensive, but is recognised as “a good idea” by participants;

Land Tenure, Leasing and Legislation

Owner	Mpwetyerre Aboriginal Corporation
Location	21 South Terrace, The Gap
Land	Lot 2664 Town of Alice Springs; CUFT Vol 747 Fol 780
Type of Tenure	Special Purposes Lease 543 (in perpetuity)
Commencement date SPL/CL	3 April 1981
SPL/CL Purpose	Aboriginal Communal Living
Planning scheme zone	MD (Multiple Dwelling Residential)
Summary of Land Dealing Documents	<p>1. Special Purposes Lease 543 (Date Registered: 9 June 2010; Commencement Date: 3 April 1981; Expiry Date: In Perpetuity; Volume 747, Folio 780)</p> <p>Search certificate lists the following dealings:</p> <ul style="list-style-type: none"> • Underlease to Northern Territory of Australia – expiring 02/12/2012 (Date Registered: 09/06/2010; Dealing No. 728258) • Sublease to Executive Director of Township Leasing – expiring 02/12/2049 (Date Registered: 09/06/2010; Dealing No. 728258) <p>The following reservations are listed:</p> <ul style="list-style-type: none"> • A right of entry in favour of the Minister, or an officer authorised in writing by the Minister • All minerals and mineral substances on or in the land • A power of resumption • A right of entry and inspection for the purposes of providing and maintaining water, sewer and electricity services <p>Listed provisions include the Lessee to pay and yield an annual rental fee if and when demanded by the Minister, a right of surrender in favour of the Lessee, additional rent fees to be paid when payment becomes more than 3 months overdue, lease granted subject to the Special Purposes Leases Act and Regulations.</p> <p>Lessee Covenants include the Lessee will pay the annual rent in advance; The Lessee will use the land only for the purposes for which it is leased; That the lessee will pay all rates and taxes which may become due; Lessee to observe and comply with the Regulations and Legislation; Lessee to perform improvements to the land as listed and by the dates listed; the Lessee to submit detailed sketch plans for the development of the site to the Planning Branch of the Department of Lands; leased land to be dust suppressed and drained for stormwater; all internal roads and pathways will be drained and of good all weather construction; no building or structure to be satiated within 8 meters of any road frontage; that adequate firefighting equipment be available on site; no building or structure to be constructed more than 1 storey above ground level; minimum number of facilities be provided for both males and females separately.</p> <p>2. Lease (Date of Lease: 3 December 2009, Date Lodged: 8 June 2010, Date Registered: 9 June 2010, Dealing No. 728258)</p> <p>Mpwetyerre Aboriginal Corporation (Owner/Sub-Lessor) grants a sublease for the whole of the land for an annual rent of \$1.00 (\$1.10 with GST), if demanded, to the Executive Director of Township (EDTL) (Tenant/Sub-Lessee). Leasing as Joint Tenants/Tenants in Common (Shareholding) with a sublease term from 3 December 2009 to 2 December 2049 with no right of renewal. The parties agree to negotiate in good faith the renewal of this sublease not later than 20 years before the end of the term. If the Sublessee overholds the Living Area without objection by the Sublessor, the term of the lease will change to a six</p>

month lease term with the same terms and conditions in this sublease. The sublease will automatically end if the Lease ends for any reason.

Sections 117 and 199 *Law of Property Act* shall not apply to this lease.

Transition from existing arrangements

Tenants have the right to continue to occupy and use the land and improvements on it subject to the terms of this sublease (Tenant's Right of Occupation) and rents are payable to the Sublessee.

Consultative Forum

The parties agree to a Consultative Forum for the Alice Springs Living Area Subleases. The Consultative Forum facilitates communication and discuss land use and other issues arising from the performance of the Alice Springs Living Area Subleases with regard to the interests of the Alice Springs Living Area Association and other legitimate community interests; and performs other functions agreed by parties. The Sublessee is required to consult with the Consultative Forum and have regards for any recommendations regarding future development, housing management agreements, Living Area Underleases, material contracts and other matters related to the administration of the subleased area.

Advisory Housing Forum

The parties agree to an Advisory Housing Forum for the Alice Springs Living Area Subleases to facilitate communication between the Commonwealth of Australia, the Territory and Tangentyere Council in relation to tenancy management issues in the subleased Alice Springs Living Areas. The Advisory Housing Forum does not meet the power to bind the parties to the sublease.

Sublessee covenants include:

- a. To pay rent, rates (including outgoings), taxes and charges (including services charges), insurance (including improvements and public risk)
- b. To comply with applicable laws, government agency notices and/or planning scheme requirements
- c. To comply with lease terms and conditions
- d. To use land for intended lease purposes, including development of the Living Area for the benefit of current and future residents
- e. To indemnify Sublessor against all actions, claims, losses, demands, damages from damage or loss of property; and the death or injury to any person in the Living Area
- f. To release the Sublessor of all claims, liabilities, actions, suites, demands, costs and expenses from loss or damage to any personal property in the Living Area; death or injury of any person in any part of the Living Area and an act or omission of the Sublessor or its agent in the Living Area; and failure of any of the services
- g. To return the Living Area to the Sublessor at the expiration, surrender or earlier determination of the Sublessee's occupation in a condition consistent with its obligations under the sublease
- h. To novate and/or assign Living Area, service or maintenance agreements or other agreements, Housing Management agreements, licences and underleases at the expiration, surrender or earlier determination to the Sublessor
- i. To facilitate the grant of tenancy agreement to the person holding the Tenant's Right of Occupation
- j. To permit service providers to continue to occupy and use the land, and make improvements on it subject to the terms of this sublease and rent is payable to the Sublessee
- k. Enable Living Area Underlessees, Licensees and persons holding rights of occupation to enjoy and exercise their rights, title and other interests under their underleases, licences and rights of occupation
- l. Provide access to premises and shall not interfere with the enjoyment and rights of Underlessees, licensees and persons holding rights of occupation
- m. Provide reasonable access to provide community services, Tangentyere Council to complete initial upgrade works, municipal service providers, postal service providers but shall not interfere with the enjoyment and rights of underlessees, licensees and persons holding rights of occupation

- n. Provide Sublessor right to reasonably access the Living area to carry out investigations for breach of sublease terms, covenants and conditions
- o. Maintain, repair or replace any existing improvement, if the lease requires, and new improvements
- p. To pay the Sublessor, upon demand for all works carried out by the Sublessor where the Sublessee has failed to carry out works under its sublease obligations
- q. To grant Sublessor ownership of Sublessee improvements at the expiry of the lease term for consideration of \$1, if demanded by Sublessee
- r. To ensure that there is a Housing Management Agreement to provide housing services to Aboriginals in the Living Area and each agreement includes a clause requiring the Housing Authority to consult with the Sublessor regarding housing and tenancy management policies and procedures (not less than every 6 months)
- s. Notify the public (in the local newspaper, national newspaper and other media) of a proposal to enter into a Housing Management Agreement during the 10th, 20th and 30th years of this sublease
- t. To grant the Sublessor with a Living Area Underlease of vacant land in the living area
- u. To not grant a Living Area Underlease over a Housing Area without consent of the Territory
- v. To continue its obligations and liabilities under this Sublease after the granting of a Living Area Underlease or Living Area Licence
- w. To amend or terminate any Housing Management Agreement, Living Area Underlease or Living Area Licence not granted in accordance with its Sublease if directed by the Sublessor
- x. Develop guidelines (Home Ownership Guidelines) to enable Aboriginal people to acquire long-term secure tenure to individual houses and related land

Sublessor covenants include:

- a. Enable Living Area Underlessees, Licensees and persons holding rights of occupation to enjoy and exercise their rights, title and other interests under their underleases, licences and rights of occupation
 - b. Provide access to premises and shall not interfere with the enjoyment and rights of underlessees, licensees and persons holding rights of occupation
 - c. Provide reasonable access to provide community services, Tangentyere Council to complete initial upgrade works, municipal service providers, postal service providers but shall not interfere with the enjoyment and rights of underlessees, licensees and persons holding rights of occupation
 - d. Allow Sublessee to alter, remove or demolish existing improvements
 - e. Reserving the right to carry out any works for existing improvements to comply with applicable law, planning scheme or requirements that are not the responsibility of Sublessee or where the Sublessee fails to comply with requirements
 - f. Allow Sublessee to erect, install, alter, remove, refurbish and demolish Sublessee improvements that are compliant with applicable building codes, environmental health standards and the National Indigenous Housing Guide
 - g. Allow Sublessee to maintain ownership of its improvements and services during the lease term
 - h. Allow the Sublessee to grant a Living Area Underleases, including a Living Area Underlease of Community Land to the Association, as long as it is compliance with conditions in Section 10.6 of this Sublease
 - i. Allow the Sublessee to consider a request for a Living Area Underlease from a person other than the Sublessor or its nominee
 - j. Develop guidelines (Home Ownership Guidelines) to enable Aboriginal people to acquire long-term secure tenure to individual houses and related land
 - k. To provide quiet enjoyment of the premises
 - l. To produce all necessary certificates requested by Sublessee
-

The sublease includes terms and conditions relating to Northern Territory, Department of Families, Housing Community Services and Indigenous Affairs of the Commonwealth of Australia

Blank Non Lapsing Caveat and General Consent forms are attached to the sublease

A letter from the Minister for Planning and Lands, dated 29 July 2009, is attached to the Sublease consenting to the registration of Special Purposes Lease 543 for Aboriginal communal living purposes for Lot 2664 Town of Alice Springs.

3. Sublease (Date of Sublease: 3 December 2009, Date Lodged: 9 June 2010, Date Registered: 9 June 2010, Dealing No. 728339)

Executive Director of Township Leasing (Underlessor) grants an underlease (Housing Management Agreement) to Northern Territory of Australia (Underlessee) for the whole parcel from 3 December 2009 to 2 December 2012 in consideration for \$1 (\$1.10 with GST), if demanded, with no right of renewal. Consent required from the Minister for Planning and Lands. If the Underlessee overholds the Living Area without objection by the Underlessor, the term of the lease will change to a monthly lease term with the same terms and conditions in this sublease. The Underlease will automatically end if the sublease ends for any reason.

The conditions and covenants implied by Sections 117 and 199 *Law of Property Act* shall not apply to this lease.

Underlessee covenants include:

- a. Enable Underlessor to provide services to, on, over, through or under the Living Area (with not less than 14 days' notice of works or grant of licences) and carry on improvement works
- b. To comply with Lease and Sublease terms and conditions
- c. To maintain insurance cover for improvements \$10,000,000 for destruction or damage and \$2,000,000 for contingencies for any one occurrence) and public liability, including personal injury and loss destruction or damage to any property (not less than \$20,000,000 for any one occurrence)
- d. To pay rent, rates (including outgoings), taxes and charges (including services charges), insurance (including improvements and public risk)
- e. To comply with applicable laws, government agency notices and/or planning scheme requirements
- f. To comply with lease terms and conditions
- g. To use land for intended lease purposes
- h. To indemnify Underlessor against all actions, claims, losses, demands, damages from damage or loss of property; and the death of injury to any person in the Living Area
- i. To release the Underlessor of all claims, liabilities, actions, suites, demands, costs and expenses from loss or damage to any personal property in the Living Area; death or injury of any person in any part of the Living Area and an act or omission of the Underlessor or its agent in the Living Area; and failure of any of the services
- j. To return the Living Area to the Underlessor at the expiration, surrender or earlier determination of the Underlessee's occupation in a condition consistent with its obligations under the sublease
- k. To novate and/or assign Living Area, service or maintenance agreements or other agreements, Housing Management agreements, licences, underleases and improvements at the expiration, surrender or earlier determination to the Underlessor
- l. To facilitate the grant of tenancy agreement to the person holding the Tenant's Right of Occupation
- m. To permit service providers to continue to occupy and use the land, and make improvements on it subject to the terms of this underlease
- n. Provide access (including Underlessor, Sublessor and Lessor) to premises and shall not interfere with the enjoyment and rights of underlessees, licensees and persons holding rights of occupation
- o. Provide reasonable access to provide community services, Tangentyere Council to complete initial upgrade works, municipal service providers, postal service providers but

shall not interfere with the enjoyment and rights of underlessees, licensees and persons holding rights of occupation

- p. Provide Underlessor right to reasonably access the Living area to carry out investigations for breach of sublease terms, covenants and conditions
- q. Maintain, repair or replace any existing improvement, if the underlease requires, and new improvements
- r. To pay the Underlessor, upon demand for all works carried out by Underlessor where the Underlessee has failed to carry out works under its sublease obligations
- s. To amend or terminate any Housing Management Agreement, Living Area Underlease or Living Area Licence not granted in accordance with its Underlease if directed by the Underlessor
- t. To acknowledge that the Underlessor may grant an underlease of community land

Underlessor covenants include:

- a. Ensure that arrangements and procedures are in place to minimise any disruption to the Underlessee's use of the land during the undertaking of works
- b. Pay rent, licence fees or other monies under or in connection with the Tenant's Right of Occupation are payable to the Underlessee
- c. To allow the Underlessee to grant land licences
- d. Enable Living Area Underlessees, Licensees and persons holding rights of occupation to enjoy and exercise their rights, title and other interests under their underleases, licences and rights of occupation
- e. To allow Underlessee to grant Tenancy Agreements, underleases and land licences with Underlessor's prior written consent
- f. Provide access to premises and shall not interfere with the enjoyment and rights of underlessees, licensees and persons holding rights of occupation
- g. Provide reasonable access to provide community services, Tangentyere Council to complete initial upgrade works, municipal service providers, postal service providers but shall not interfere with the enjoyment and rights of underlessees, licensees and persons holding rights of occupation
- h. Allow Underlessor to alter, remove or demolish existing improvements
- i. Reserving the right to carry out any works for existing improvements to comply with applicable law, planning scheme or requirements that are not the responsibility of Sublessee or where the Underlessee fails to comply with requirements
- j. Allow Underlessee to maintain ownership of its improvements and services during the lease term
- k. To allow Underlessor grant a Living Area Underleases, including a Living Area Underlease of Community Land to the Association, Tenancy Agreements and land licences. Prior written consent is only required from Underlessor for community land
- l. Develop guidelines (Home Ownership Guidelines) to enable Aboriginal people to acquire long-term secure tenure to individual houses and related land
- m. To provide quiet enjoyment of the premises
- n. To produce all necessary certificates requested by Underlessee

A letter from the Minister for Planning and Lands, dated 29 July 2009, provides consent to the registration of the underleases over the leases for Special Purpose Lease 493, 412, 550, 543, 536, 438, 426, 459, 409, 450, 554, 473 and Crown Lease Perpetual 1111 and 1112, as an aboriginal settlement, residential housing, communal living, camping and ancillary uses.

4. Unregistered Housing Lease Concerning the Alice Springs Town Camps

The NTA grants to the Chief Executive Officer (Housing) ('CEOH') an underlease of parts of the land comprising 16 of the Alice Springs Town Camps in consideration of \$1.00 rent payable on demand. The Housing Lease commences and expires/terminates on the same dates as the Sublease from EDTL to NTA.

The CEOH must:

- Pay all rates, charges and taxes in respect of the premises;
- Pay for all electricity, water and gas consumed or used on the premises;
- Comply with the Sublease between the EDTL and NTA;
- Only use the premises for purposes consistent with permitted used defined in the subleases between EDTL and NTA – i.e. consistent with the purposes of the SPL/CL and for the purposes of provision of community or public housing services and related infrastructure.

The CEOH may:

- transfer, sublet or assign the sublease; and
- tenant, sublet or underlease in accordance with the permitted use.

5. Unregistered Public Housing Tenancy Agreements – Fixed Term Tenancy

All tenants of the CEOH public housing must enter into this agreement which is in accordance with the *Residential Tenancies Act* (NT) and *Housing Act* (NT).

The agreement includes usual tenancy provisions including:

- Paying rent (which may be adjusted by CEOH);
- Paying a bond;
- Providing information in relation to identity;
- Only using premises for residential purposes; and
- Obligations in relation to maintenance and use of the premises.

However, specific to public housing the agreement also provides:

- CEOH powers to require the tenant to enter into an Acceptable Behaviour Agreement in accordance with the *Housing Act*;
- Public Housing Officers will monitor and control the premises; and
- The tenant must disclose the recognised occupiers of the premises.

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 Living. Recommend this be amended, if required, to the purpose consistent with the proposed use of the land.

Relevant legislation for land dealings;

Special Purposes Leases Act (NT)

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

<p>Legislative impediments; and Suggested amendments</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), Regulations and NT Planning Scheme</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 Multiple Dwelling Residential zone are:</p> <p>The primary purpose of Zone MD is to provide for a range of housing options to a maximum height of two storeys above ground level.</p> <p>The scale, character and architectural style of infill development should be compatible with the streetscape and surrounding development.</p> <p>A single dwelling on a lot less than 600m² should be integrated in terms of design and site layout with adjacent development and street infrastructure.</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>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>Applies to the tenancy agreements between CEO (Housing) and residents of public housing on the Town Camp.</p> <p>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).</p> <p>Housing Act (NT)</p> <p>Applies to the tenancy agreements between CEO (Housing) and residents of public housing on the Town Camp.</p>
<p>Relevant legislation for lease holder</p>	<p><i>Corporations (Aboriginal and Torres Strait Islander) Act 2006</i> (Cth)</p>
<p>Level of support provided to lease holder and suggested amendments</p>	<p>The Office of the Registrar of Indigenous Corporations provides considerable support for Aboriginal corporations including but not limited to training, assistance in preparing the rule book, pro bono legal services, fact sheets, guides, templates, in person assistance with the community and recruitment assistance.</p>

Municipal and essential infrastructure

Summary

The Mpwetyerre (or Abbots) community is located south of Alice Springs CBD. The community consists of six residential dwellings, which are serviced by a 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 Abbots community varies in condition. The water supply and road infrastructure is in poor and very poor condition, while the sewerage infrastructure is in good condition, and the stormwater drainage is generally 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 due to the size and alignment of the existing network. The sewer network has sufficient capacity for the current number of houses, however it is recommended that the network is upgraded to a DN150 PVC reticulation main as per relevant standards.

The water network does not comply with relevant standards. It is recommended that the network is upgraded to a DN150 PVC looped main with a new bulk water meters at the boundary of the community, to measure water usage for the entire community. The capacity of the existing water main is sufficient for the current number of houses.

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 Abbots included a BBQ area, basketball court and playground which were all in good or very good condition.

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 fixed telecommunications line on application to an appropriate NBN access provider.

Sewerage infrastructure condition



Water infrastructure condition



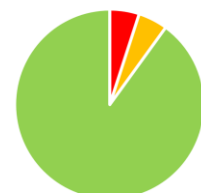
Road infrastructure condition



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 Mpwetyerre (Abbotts) community:

Sewerage

- Construct new DN150 PVC reticulation main – approximately 150 m

Water supply

- Replace the two broken taps
- Install four new residential lot meters
- Remove existing fire hydrant
- Install new fire hydrant
- Install DN150 looped main, approximately 250 m
- Install new DN150 water meters

Roadworks

- Fill and reseal one pothole
- Repair 80 m of edge breaks
- Repair 20 m² of surface cracking
- General clean of 220 m of pavement and 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

- Construct kerb and gutters, side entry pits, and underground drainage.

Community structures

- Paint 'key' lines on basketball court
- Install net on basketball ring
- General clean of all community structures and surrounding areas to ensure all rubbish, graffiti and glass is removed

Electrical services

- Replace one prepaid digital meter
- Replace one switchboard inside the metering panel
- Install new street lighting - approximately 11 poles

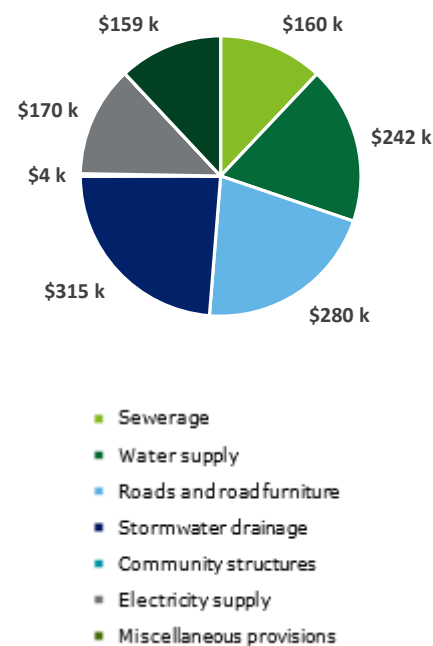
Communications

- 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 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, are inclusive of GST, and include a location factor for Town Camps outside of Darwin.

Infrastructure	Maintenance of existing infrastructure	Upgrades to meet current design
Sewerage	\$ 0	\$ 160,000
Water supply	\$ 3,000	\$ 239,000
Roadworks	\$ 13,000	\$ 267,000
Stormwater drainage	\$ 0	\$ 315,000
Community structures	\$ 4,000	\$ 0
Electrical	\$ 13,000	\$ 157,000
Communications	\$ 0	\$ 0
Miscellaneous provisions	\$ 13,000	\$ 146,000
Total (including GST)	\$ 46,000	\$ 1,284,000
Grand total	\$ 1,330,000	



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

Mpwetyerre was surveyed on the 22nd of November 2016, the 19th of January 2017, and on the 14th and 15th of March 2017. All of the 6 funded dwellings²¹ identified by the client were identified on site.

Current state of play

Housing summary and condition

The age of the housing stock varied from 5-10 years to over 20 years old. The condition of housing was evenly spread, 17% was considered to be in very poor condition, 33% was considered to be in average condition. This rating does not take into account the cleanliness of the residences and does not mean they comply with the Residential Tenancies Act. The houses are of ground level masonry construction with sheet metal roofing.

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 Mpwetyerre, 1 was identified as having a non-serviceable smoke alarm.

Flooding

Anecdotally, 1 of the houses in Mpwetyerre are said to flood.

Visitors

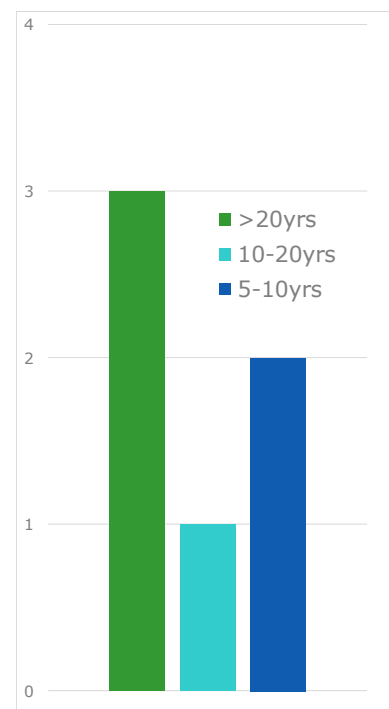
Of the dwellings to which we were permitted access, the number of visitors ranged from 2 to 10. The residence with 10 visitors was 4-bedroom home with 2 permanent residents, resulting in 3 people per room and 12 per toilet. These volumes increase the strain on amenities.

Overcrowding

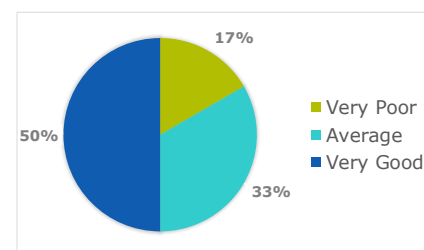
The surveys revealed that overcrowding is a result of transient populations and not the permanent residents that exist within the Town Camp.

Amenities

The data analysis of the community shows that on average there are 0.7 residents per bedroom and 2.6 per toilet. During periods of high visitation these values would differ.



Mpwetyerre - Age of Housing Stock



Mpwetyerre - Condition Summary

²¹ A list of funded dwellings, provided by the client, has been included in the appendices.

Disabilities

Of the residents recorded, none were identified as having disabilities. 2 house were identified as having appropriate grab rails in wet areas. No ramps were identified in the community.

Asbestos

No houses were specifically identified as likely to contain asbestors but as several dwellings are over 20 years old the presence of asbestos is possible in these dwellings.

Security

2 of the houses we gained access to had non-serviceable doors, and 2 houses had non-serviceable windows. The majority of houses in Mpwetyerre were surrounded by fences of varying conditions.

Recommended Works

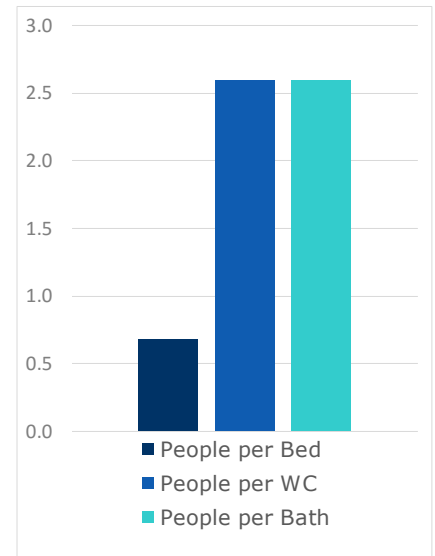
The housing condition in Mpwetyerre varied from average to very good standards. The cleanliness of the properties presents as serious concern from a health and wellbeing perspective. It is proposed that all existing housing stock be refurbished or renovated to meet the standards of the Residential Tenancy Act. Once the houses have been brought to the 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 Mpwetyerre to meet the standards of the Residential Tenancy Act, is \$618,968. 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.



Mpwetyerre - Amenities

Economic development

<p>Social issues and themes voiced by residents</p>	<ul style="list-style-type: none"> • Lease & Governance details are confusing and hard to understand for residents • Slow response to repairs and maintenance needs • Sentiments by residents of broken promises
<p>Economic Development Opportunities</p>	<p>Future economic development opportunities are most likely to be tied to the delivery of services to the Town Camp. This presents an opportunity to engage local residents in the journey down a pathway of economic participation. To do this it is recommended that funding provided to service providers and contractors be contingent upon the employment of local residents with set parameters that impart lasting skills.</p> <p>This pathway has the potential to build the capacity of Town Camp residents leading to pooled employment services, individual employment and finally the development of indigenous business.</p> <p>Alice Springs Towns Camps currently have the opportunity for pooled employment services as well as individual employment. In several cases instances of these are already occurring. The limitations on consultation in Alice Springs has restricted the analysis of these options in detail.</p> <p>For detailed rationale and recommendations see the Economic Development section of the report.</p>
<p>Economic Aspirations</p>	<p>Workshop participants voiced their desire for a local Aboriginal organisation controlled by the residents to take over the lease.</p> <p>Workshop participants want a housing program that is locally based and employs local residents.</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 finance and investment opportunities can be pursued.</p> <p>The Mpwetyerre Town Camp currently does not meet the criteria for private investment opportunities into housing or infrastructure. The leasing structure provides no certainty of ownership and difficulties in collecting 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 is changes that impact upon the above criteria.</p>
<p>Home Ownership Opportunities</p>	<p>Currently, there is no pathway to home ownership for residents within Mpwetyerre Town Camp. The land and leasing structure makes it difficult 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 consideration and recommendations regarding the leasing structure see the Land Tenure, Leasing and Legislation summary above.</p> <p>Aside from the leasing structure there are a range of economic constraints that confirms the absence of a pathway to home ownership for Town Camp residents. Limited contributions from residents, limited control over tenancies provides very little incentive for anyone to buy a house within a Town Camp. Ultimately this has resulted in no active market for Town Camps houses which further dis-incentivises any investment. For specific consideration of establishing a pathway to home ownership see the Economic Development section of the report.</p>

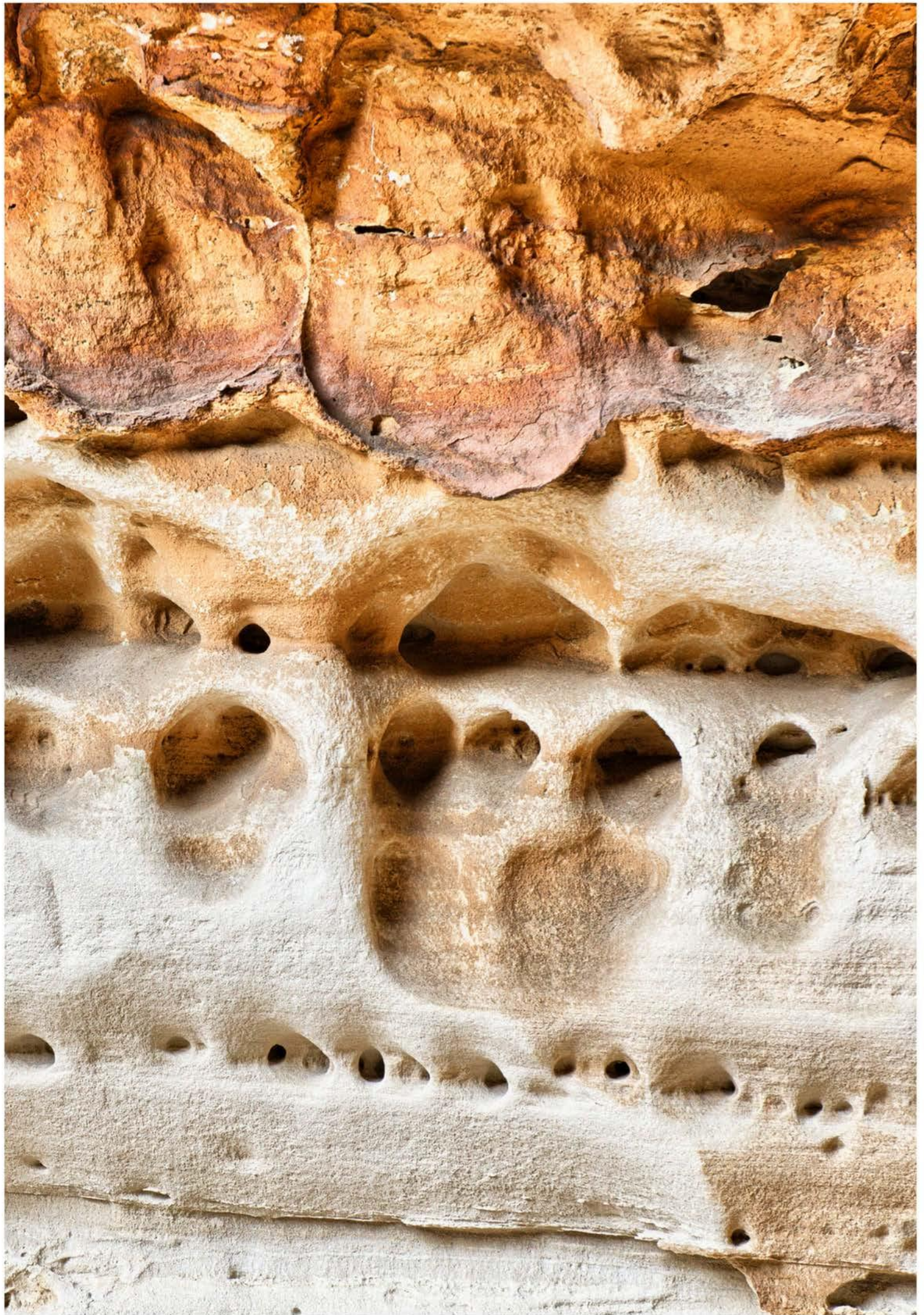
Governance

Governance Structure	<p>The current governance structure within Mpwetyerre Town Camp begins with the original leaseholder Mpwetyerre Aboriginal Corporation. This Corporation has entered into a sublease with the Executive Director of Townships Leasing (EDTL). The EDTL then underleases the Town Camp on a month to month basis to the Northern Territory of Australia. Parcels of land are then underleased again to the Chief Executive Officer (CEO) of Housing who in turn outsources tenancy management functions to Zodiac Business Services. Repairs and maintenance as the responsibility of the CEO Housing is outsourced to panel of contractors including Ingkerreke Commercial, S&R Building and Construction, SDA & Co Pty Ltd and Tangentyere Construction.</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>
Service Delivery Payment Arrangements	<p>Payments for service delivery to the Town Camp are incorporated in the rental payments made by residents. Rental payment amounts are determined based on the market rent for the property. Residents than pay proportion of this market rent depending on their personal circumstances. Payments are typically arranged as automatic deductions in consultation with Zodiac Business Services.²²</p> <p>For the financial year to date the Mpwetyerre Town Camp is paying approximately 94% of the total rent charged to Town Camp residents.²³</p>
Essential Services Payment Arrangements	<p>Mpwetyerre Town Camp essential services are delivered by Tangentyere Council Incorporated who receive funding through an agreement with the Department of Housing and Community Development. The Department collects contributions for essential services (rates, water and sewerage) as part of resident’s wider payments of rent. The residents pay for the power they use.²⁴</p>

²² This information was provided in consultation with Zodiac Business Services and the Department of Housing and Community Development

²³ This information was provided by the Department of Housing and Community Development

²⁴ This information was provided in consultation with Zodiac Business Services and the Department of Housing and Community Development



Mt Nancy

Current State

March 2017

Legend

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

Legal and Legislative



Housing



Infrastructure



Economic Opportunity



Governance



Details

Region Alice Springs
 Lease Special Purposes Lease 543 (in perpetuity)
 Purpose Aboriginal Communal Living

Governance Structure

- Original leaseholder:** Mount Nancy Housing Association Incorporated
- Current Leaseholder:** Territory Housing
- Tenancy:** Zodiac Business Services
- Maintenance:** Panel of Contractors
- Service Delivery:** Tangentyere Council Incorporated

Current number of Houses

x 11

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 0

Number of replacement houses



Cost of replacement houses
\$0



Deferred Maintenance Cost
\$1.09m

Infrastructure

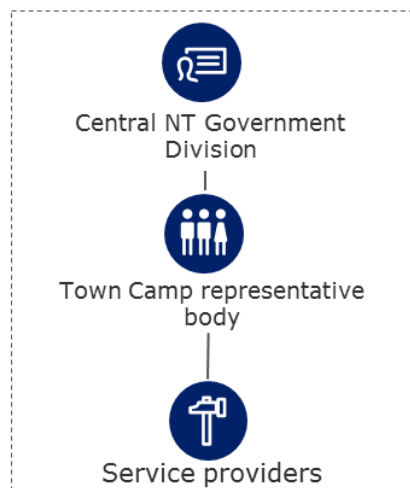


Deferred Maintenance Costs
\$69,000



Cost to meet Design standard
\$2.37m

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.

Mt Nancy

Executive summary

Land	Special Purposes Lease 409 in perpetuity owned by Mount Nancy Housing Association Incorporated
Service Provider	Tangentyere Council Incorporated
Findings	<ul style="list-style-type: none"> • There is limited capacity of the lease holder to drive change which is impeding 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 • Very little support is provided to Aboriginal Associations under the Associations Act (NT) • Currently the municipal infrastructure at Mount Nancy is generally in good condition • The sewer network generally complies with relevant standards, however the location and size of the existing pipework could not be confirmed • The water network does not comply as the DN100 water mains is undersized by relevant standards • 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 are \$69,000 • Estimated costs of infrastructure upgrades required to meet current design standards is circa \$2.37 million • The houses in Mt Nancy were of an average and very good condition • The cleanliness of the properties presents a serious concern from a health and wellbeing perspective • Estimated cost of deferred housing maintenance is \$1.09 million • Some economic development opportunities exist • There is currently no established pathways to private investment • There is currently no established pathway to home ownership • This governance structure is characterised by confusion and unnecessary complication which impedes development
Recommendations	<ul style="list-style-type: none"> • The purpose of the lease should 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 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)

-
- Stronger governance structures should lay the foundation for allocated responsibilities and support Town Camps to undertake a defined and co-ordinated 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 of the Town Camp, 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.

A workshop was held in the Tangentyere Board Room on 21/2/17 with Board Members and interested Town Camp residents, between 1100 and 1300. Approximately 9 Town Camp communities were represented. The same format was used as has been used throughout the Visioning process. Information was gathered about Place, Space, Interface, and from this Visions were extracted. The discussion was robust and more people participated than in the initial meeting, though it is obvious that some people are accepted as being able to speak up while others are there in support or just to listen. CCC appreciates the input and respect shown throughout the workshop.

Place

Alice Springs Town Campers are proud of who they are and the struggle they are involved in to be recognised as an important part of the Alice Springs community. They recognise that not everyone understands their struggle or their pride in who they are, including other Aboriginal people in Alice Springs. They say people are always looking at what is wrong with Town Camps and fail to see the strength and bonds that have been forged through years of struggle. They say they struggled for years to create their living spaces, through gaining leases and forming Housing Associations under the Tangentyere umbrella, and to maintain their control over how these Town Camps were run. They tell me that a report just prior to the Intervention assessed them against 10 standards that had been established as benchmarks of housing performance. They say they scored above the National average on 7 of these and were at the average on one and only failed to meet these benchmarks on two. They say they can't understand the logic of, in their words, "collapsing a successful housing management program" and replacing it with a system that has not produced anywhere near the same outcomes over the past 10 years.

In their view, all the current difficulties are a direct result of the Federal Government decision to remove their control over the leases as part of the Emergency Response (the Intervention). They say this meant that their previous slow, but gradual growth in managing their living spaces, was removed for a political decision that has not benefited them in any way. Prior to the forced relinquishment of their leases to the Commonwealth, they say they managed difficult residents, using trespass notices. The process was that the relevant housing association would come together, usually with the tenant, and see if it was possible for them to change their behaviour. If the tenant was willing to make changes, no eviction. If the tenant was unable to change they made a collective decision, and the offending tenant was issued with a trespass notice. The Town Campers say it worked well.

The Town Campers at the workshop were concerned at the means used, during the Emergency Response, to "coerce" Town Camp Presidents to convince their community to accept a lease and in their words, "betray their identity as Town Campers". They see this as indicative of the way Government deals with them, and are keen to have a relationship where Town Campers are part of the solution, not the problem. There has been a great deal of research done over

the past 20 years into various aspects of Town Camp management, and Tangentyere have been willing to share this research with the Review Team.

Local control over tenancy placement was an important issue for workshop participants. They say in the past they knew everyone who was living in their Town Camp community, but since the Intervention they have no idea who is in each house. They say this is also a problem for Police and Housing Safety Officers, who come into their community looking for people, and wake people up in the middle of the night by banging on their doors and windows. They want to see proper Tenancy Register so that outsiders, who need to see people, know where to go, and show some respect to other tenants. They believe the answer to this lies in developing Town Camp based Safety Officers, under the direction of local Housing Associations. There was concern expressed about the current policy of placing people who have no affiliation with the Town Camp community, into housing based on their place on the list. They say in Hidden Valley particularly this has turned a formerly well-managed community into a place with many social problems.

Space

As in all the other Town Camps R & M was a major issue, but for slightly different reasons. Participants say that they had a very solid tenancy management program, with a high incidence of rent collection prior to the Intervention. As with all Aboriginal Housing Associations they were constantly having to impress on people the importance of paying rent. They say they had the ability to trespass someone if they were too far in arrears. After the Intervention, they say they lost this ability. Tangentyere was responsible for R & M in those days and they were much more responsive, because you could just go and talk to someone. They say the current system locks them out. They have no relationship with the current service provider, and in fact say they feel unwelcome in their office. They see the company car drive around but they never stop, and they are strangers to them. The general view was that the condition of housing has declined since the Intervention.

There was some discussion about housing suitability, and there was general agreement of the need for a more diverse housing stock, that recognised the needs of aged and disabled people, and young families. There was little support for single men's accommodation which they saw as causing more problems than it would solve. There were no real issues with design, though the need to provide shelter for families was raised. The participants said that under the Intervention there was an agreement that a temporary accommodation facility would be developed on the Northern side of Alice Springs, and on the Southern side. Aboriginal Hostels would be the managers of these facilities. Participants said the Southern facility was built, but not the Northern one. They say it works well, is always full, but the other facility needs to be built, and possibly one each on the Western and Eastern side. It is a recognised fact that when Aboriginal people are camping temporarily in an urban space, they prefer to camp in a geographic alignment with their country.

There was strong resistance to talking about Town Camp housing as Public Housing. Participants say they live in Aboriginal Housing, which is not the same as Public Housing and has different rules that apply, such as affiliation to place. Some people thought the "Room to Breathe" initiative would work for them, and they felt that generally Town Camp residents were denied many of the programs available to other home occupiers because they lived in Town Camps. Yard maintenance was an issue, even though two of the participants were regarded as having houses with amazing gardens. They say in the old days Tangentyere

helped with yard maintenance as part of their general community works program under CDEP. They say the new arrangements are that the NTG will maintain the area outside the yard, but not the area inside the fence. This is the tenants' responsibility. In fact, they say with SIHIP, individual houses now have enormous yards, they believe, to cut back on the responsibilities of the municipal service providers. They say some houses have yards of around 3000 sq. metres. This is not seen as positive.

Interface

Alice Springs Town Camp residents have the same basic needs as other Town Camp residents throughout the Northern Territory for food, entertainment, and the basics of life. In Alice Springs that means, depending on location and need, people will use local major grocery chains, as well as smaller strategically located neighbourhood stores. They are an important client for these smaller stores, as their purchases generally are immediate need, e.g. Take away food, alcohol, etc. With an unknown number of people living in Town Camps or using Town Camps as their base, it is difficult to estimate their economic contribution to the town. If we were to take an estimate from the data available, of about 3000 people being Town Campers either permanently or occasionally, and conservatively half of these are adults, then 1500 people with a disposable income of \$370 per week suggests that they inject over \$500,000 per week into the local economy. This is not insignificant. Is this their only contribution?

The participants were strong in their views that Town Camp residents are actively employed across the Alice Springs economy. Some people are employed Government staff, others work for the various NGOs who are providing services, and a significant number work for local Aboriginal organisations. All of these people are making a contribution. The Town Campers also make a significant contribution through their own organisation, Tangentyere Council. When Town Campers talk about their struggle for recognition the use a term they wanted me to include in their vision, "Handing on the Passion". Tangentyere has been a constant voice for Aboriginal Town Campers for 40 years. During that time, it has offended or upset most Governments and service organisations. As an organisation, it is the one constant in Town Campers ongoing struggle, and they want it to have a greater say on their behalf about their future.

Tangentyere Board members and other Town Camp residents at the workshop just want to regain what they believe they lost with the Intervention, control over the Town Camp communities, and the delivery of services into these places. They firmly believe they can do a better job than anyone has been doing over the past 10 years.

Visions

The primary visions are:

- Participants want control of their Town Camp communities given back to them at a community level, but also at an organisational level. One is through the leases, the other through the delivery of services;
- They want to create safer communities through the development and resourcing of Town Camp based Community Safety Officers, with similar powers to Housing Safety Officers;
- They want more resources provided to create more achievable and sustainable employment and economic pathways. They believe Tangentyere Employment Services is the organisation to achieve this;
- They want more input into the decisions that are made to terminate people off the Community Development Program. They say you are 14 times more

likely to be terminated if you are an Aboriginal person in the Alice Springs region than anywhere else in Australia;

- They want a proper tenancy register so that service providers, particularly the Police have an accurate up-to-date tenancy map;
- In the past Tangentyere Council carried Insurance coverage to cope with forced entry by others and vandalism. Though expensive it recognised that tenants are not always able to control what is done to their house. The policy was expensive, but is recognised as “a good idea” by participants;

Land Tenure, Leasing and Legislation

Owner	Mount Nancy Housing Association Incorporated
Location	1 Basso Road, Stuart
Land	Lot 5135 Town of Alice Springs; CUFT Vol 753 Fol 920
Type of Tenure	Special Purposes Lease 409 (in perpetuity)
Commencement date SPL/CL	23 August 1976
SPL/CL Purpose	Establishment, Development and maintaining a communal settlement for the use of Mount Nancy Housing Association
Planning scheme zone	CL (Community Living)
Summary of Land Dealing Documents	<p>1. Special Purposes Lease 409</p> <p>Search certificate lists the following dealings:</p> <ul style="list-style-type: none"> • Sublease to Executive Director of Township Leasing – expiring 02/12/2049 (Date Registered: 18/11/2011; Dealing No. 760281) <p>The following reservations are listed:</p> <ol style="list-style-type: none"> a. A right of entry in favour of the Minister, or an officer authorised in writing by the Minister b. All minerals and mineral substances on or in the leased land c. A power of resumption d. 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 payment of annual rent, a right of the Lessee to surrender the lease, additional payment should rent payments fall more than 3 months in arrears, Lessee compliance with the Special Purposes Leases Act and Regulations.</p> <p>Lessee Covenants include that the Lessee will be rent annually in advance; land to be used for lease purpose only; Lessee to pay rates and taxes which may become due; Lessee to undertake and commence improvements suitable for the purposes of the lease on the leased lands with the consent of the Minister; leased land to be dust suppressed and storm water drained; all internal roads and pathways will be of good all-weather construction; no building, structure or vehicle to be situated within 7 and 8/10 meters of the boundary of the land fronting Sturt Highway; disposal and treatment of sewerage to be in accordance with directions given by the Director of Health; development of any camping or caravan area be subject to the conditions and approval of facilities then currently applying; that the lessee submit plans for the development of the site to the Planning Branch of the Department of lands and Housing for approval prior to commencement of development.</p> <p>2. Lease (Date of Lease: 3 December 2009, Date Lodged: 17 November 2011, Date Registered: 9 June 2010, Dealing No. 760281)</p> <p>Mount Nancy Housing Association Incorporated (Owner/Sub-Lessor) grants a sublease for the whole of the land for an annual rent of \$1.00 (\$1.10 with GST), if demanded, to the Executive Director of Township (EDTL) (Tenant/Sub-Lessee). Sublease term from 3 December 2009 to 2 December 2049 with no right of renewal. The parties agree to negotiate in good faith the renewal of this sublease not later than 20 years before the end of the term. If the Sublessee overholds the Living Area without objection by the Sublessor, the term of the lease will change to a six month lease term with the same terms and conditions in this sublease. The sublease will automatically end if the Lease ends for any reason.</p>

Sublease does not specific if Sections 117 and 199 *Law of Property Act* shall or shall not apply to this lease.

Transition from existing arrangements

Tenants have the right to continue to occupy and use the land and improvements on it subject to the terms of this sublease (Tenant's Right of Occupation) and rents are payable to the Sublessee.

Consultative Forum

The parties agree to a Consultative Forum for the Alice Springs Living Area Subleases. The Consultative Forum facilitates communication and discuss land use and other issues arising from the performance of the Alice Springs Living Area Subleases with regard to the interests of the Alice Springs Living Area Association and other legitimate community interests; and performs other functions agreed by parties. The Sublessee is required to consult with the Consultative Forum and have regards for any recommendations regarding future development, housing management agreements, Living Area Underleases, material contracts and other matters related to the administration of the subleased area.

Advisory Housing Forum

The parties agree to an Advisory Housing Forum for the Alice Springs Living Area Subleases to facilitate communication between the Commonwealth of Australia, the Territory and Tangentyere Council in relation to tenancy management issues in the subleased Alice Springs Living Areas. The Advisory Housing Forum does not meet the power to bind the parties to the sublease.

Sublessee covenants include:

- a. To pay rent, rates (including outgoings), taxes and charges (including services charges), insurance (including improvements and public risk)
 - b. To comply with applicable laws, government agency notices and/or planning scheme requirements
 - c. To comply with lease terms and conditions
 - d. To use land for intended lease purposes, including development of the Living Area for the benefit of current and future residents
 - e. To indemnify Sublessor against all actions, claims, losses, demands, damages from damage or loss of property; and the death of injury to any person in the Living Area
 - f. To release the Sublessor of all claims, liabilities, actions, suites, demands, costs and expenses from loss or damage to any personal property in the Living Area; death or injury of any person in any part of the Living Area and an act or omission of the Sublessor or its agent in the Living Area; and failure of any of the services
 - g. To return the Living Area to the Sublessor at the expiration, surrender or earlier determination of the Sublessee's occupation in a condition consistent with its obligations under the sublease
 - h. To novate and/or assign Living Area, service or maintenance agreements or other agreements, Housing Management agreements, licences and underleases at the expiration, surrender or earlier determination to the Sublessor
 - i. To facilitate the grant of tenancy agreement to the person holding the Tenant's Right of Occupation
 - j. To permit service providers to continue to occupy and use the land, and make improvements on it subject to the terms of this sublease and rent is payable to the Sublessee
 - k. Enable Living Area Underlessees, Licensees and persons holding rights of occupation to enjoy and exercise their rights, title and other interests under their underleases, licences and rights of occupation
 - l. Provide access to premises and shall not interfere with the enjoyment and rights of Underlessees, licensees and persons holding rights of occupation
 - m. Provide reasonable access to provide community services, Tangentyere Council to complete initial upgrade works, municipal service provides, postal service providers but shall not interfere with the enjoyment and rights of underlessees, licensees and persons holding rights of occupation
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- n. Provide Sublessor right to reasonably access the Living area to carry out investigations for breach of sublease terms, covenants and conditions
- o. Maintain, repair or replace any existing improvement, if the lease requires, and new improvements
- p. To pay the Sublessor, upon demand for all works carried out by the Sublessor where the Sublessee has failed to carry out works under its sublease obligations
- q. To grant Sublessor ownership of Sublessee improvements at the expiry of the lease term for consideration of \$1, if demanded by Sublessee
- r. To ensure that there is a Housing Management Agreement to provide housing services to Aboriginals in the Living Area and each agreement includes a clause requiring the Housing Authority to consult with the Sublessor regarding housing and tenancy management policies and procedures (not less than every 6 months)
- s. Notify the public (in the local newspaper, national newspaper and other media) of a proposal to enter into a Housing Management Agreement during the 10th, 20th and 30th years of this sublease
- t. To grant the Sublessor with a Living Area Underlease of vacant land in the living area
- u. To not grant a Living Area Underlease over a Housing Area without consent of the Territory
- v. To continue its obligations and liabilities under this Sublease after the granting of a Living Area Underlease or Living Area Licence
- w. To amend or terminate any Housing Management Agreement, Living Area Underlease or Living Area Licence not granted in accordance with its Sublease if directed by the Sublessor
- x. Develop guidelines (Home Ownership Guidelines) to enable Aboriginal people to acquire long-term secure tenure to individual houses and related land

Sublessor covenants include:

- a. Enable Living Area Underlessees, Licensees and persons holding rights of occupation to enjoy and exercise their rights, title and other interests under their underleases, licences and rights of occupation
- b. Provide access to premises and shall not interfere with the enjoyment and rights of underlessees, licensees and persons holding rights of occupation
- c. Provide reasonable access to provide community services, Tangentyere Council to complete initial upgrade works, municipal service providers, postal service providers but shall not interfere with the enjoyment and rights of underlessees, licensees and persons holding rights of occupation
- d. Allow Sublessee to alter, remove or demolish existing improvements
- e. Reserving the right to carry out any works for existing improvements to comply with applicable law, planning scheme or requirements that are not the responsibility of Sublessee or where the Sublessee fails to comply with requirements
- f. Allow Sublessee to erect, install, alter, remove, refurbish and demolish Sublessee improvements that are compliant with applicable building codes, environmental health standards and the National Indigenous Housing Guide
- g. Allow Sublessee to maintain ownership of its improvements and services during the lease term
- h. Allow the Sublessee to grant a Living Area Underleases, including a Living Area Underlease of Community Land to the Association, as long as it is compliance with conditions in Section 10.6 of this Sublease
- i. Allow the Sublessee to consider a request for a Living Area Underlease from a person other than the Sublessor or its nominee
- j. Develop guidelines (Home Ownership Guidelines) to enable Aboriginal people to acquire long-term secure tenure to individual houses and related land
- k. To provide quiet enjoyment of the premises
- l. To produce all necessary certificates requested by Sublessee

The sublease includes terms and conditions relating to Northern Territory, Department of

Families, Housing Community Services and Indigenous Affairs of the Commonwealth of Australia

Blank Non Lapsing Caveat and General Consent forms are attached to the sublease

A letter from the Minister for Planning and Lands, dated 29 July 2009, is attached to the Sublease consenting to the registration of Special Purposes Lease 409 for communal settlement purposes for Lot 5135 Town of Alice Springs.

3. Unregistered Sublease

Executive Director of Township Leasing (Underlessor) grants an underlease (Housing Management Agreement) to Northern Territory of Australia (Underlessee) for the whole parcel from 3 December 2009 to 2 December 2012 in consideration for \$1 (\$1.10 with GST), if demanded, with no right of renewal. Consent required from the Minister for Planning and Lands. If the Underlessee overholds the Living Area without objection by the Underlessor, the term of the lease will change to a monthly lease term with the same terms and conditions in this sublease. The Underlease will automatically end if the sublease ends for any reason.

The conditions and covenants implied by Sections 117 and 199 *Law of Property Act* shall not apply to this lease.

Underlessee covenants include:

- a. Enable Underlessor to provide services to, on, over, through or under the Living Area (with not less than 14 days' notice of works or grant of licences) and carry on improvement works
- b. To comply with Lease and Sublease terms and conditions
- c. To maintain insurance cover for improvements \$10,000,000 for destruction or damage and \$2,000,000 for contingencies for any one occurrence) and public liability, including personal injury and loss destruction or damage to any property (not less than \$20,000,000 for any one occurrence)
- d. To pay rent, rates (including outgoings), taxes and charges (including services charges), insurance (including improvements and public risk)
- e. To comply with applicable laws, government agency notices and/or planning scheme requirements
- f. To comply with lease terms and conditions
- g. To use land for intended lease purposes
- h. To indemnify Underlessor against all actions, claims, losses, demands, damages from damage or loss of property; and the death or injury to any person in the Living Area
- i. To release the Underlessor of all claims, liabilities, actions, suites, demands, costs and expenses from loss or damage to any personal property in the Living Area; death or injury of any person in any part of the Living Area and an act or omission of the Underlessor or its agent in the Living Area; and failure of any of the services
- j. To return the Living Area to the Underlessor at the expiration, surrender or earlier determination of the Underlessee's occupation in a condition consistent with its obligations under the sublease
- k. To novate and/or assign Living Area, service or maintenance agreements or other agreements, Housing Management agreements, licences, underleases and improvements at the expiration, surrender or earlier determination to the Underlessor
- l. To facilitate the grant of tenancy agreement to the person holding the Tenant's Right of Occupation
- m. To permit service providers to continue to occupy and use the land, and make improvements on it subject to the terms of this underlease
- n. Provide access (including Underlessor, Sublessor and Lessor) to premises and shall not interfere with the enjoyment and rights of underlessees, licensees and persons holding rights of occupation
- o. Provide reasonable access to provide community services, Tangentyere Council to complete initial upgrade works, municipal service providers, postal service providers but shall not interfere with the enjoyment and rights of underlessees, licensees and persons holding rights of occupation

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- p. Provide Underlessor right to reasonably access the Living area to carry out investigations for breach of sublease terms, covenants and conditions
 - q. Maintain, repair or replace any existing improvement, if the underlease requires, and new improvements
 - r. To pay the Underlessor, upon demand for all works carried out by Underlessor where the Underlessee has failed to carry out works under its sublease obligations
 - s. To amend or terminate any Housing Management Agreement, Living Area Underlease or Living Area Licence not granted in accordance with its Underlease if directed by the Underlessor
 - t. To acknowledge that the Underlessor may grant an underlease of community land

Underlessor covenants include:

- a. Ensure that arrangements and procedures are in place to minimise any disruption to the Underlessee's use of the land during the undertaking of works
- b. Pay rent, licence fees or other monies under or in connection with the Tenant's Right of Occupation are payable to the Underlessee
- c. To allow the Underlessee to grant land licences
- d. Enable Living Area Underlessees, Licensees and persons holding rights of occupation to enjoy and exercise their rights, title and other interests under their underleases, licences and rights of occupation
- e. To allow Underlessee to grant Tenancy Agreements, underleases and land licences with Underlessor's prior written consent
- f. Provide access to premises and shall not interfere with the enjoyment and rights of underlessees, licensees and persons holding rights of occupation
- g. Provide reasonable access to provide community services, Tangentyere Council to complete initial upgrade works, municipal service providers, postal service providers but shall not interfere with the enjoyment and rights of underlessees, licensees and persons holding rights of occupation
- h. Allow Underlessor to alter, remove or demolish existing improvements
- i. Reserving the right to carry out any works for existing improvements to comply with applicable law, planning scheme or requirements that are not the responsibility of Sublessee or where the Underlessee fails to comply with requirements
- j. Allow Underlessee to maintain ownership of its improvements and services during the lease term
- k. To allow Underlessor grant a Living Area Underleases, including a Living Area Underlease of Community Land to the Association, Tenancy Agreements and land licences. Prior written consent is only required from Underlessor for community land
- l. Develop guidelines (Home Ownership Guidelines) to enable Aboriginal people to acquire long-term secure tenure to individual houses and related land
- m. To provide quiet enjoyment of the premises
- n. To produce all necessary certificates requested by Underlessee

A letter from the Minister for Planning and Lands, dated 29 July 2009, provides consent to the registration of the underleases over the leases for Special Purpose Lease 493, 412, 550, 543, 536, 438, 426, 459, 409, 450, 554, 473 and Crown Lease Perpetual 1111 and 1112, as an aboriginal settlement, residential housing, communal living, camping and ancillary uses.

4. Unregistered Housing Lease Concerning the Alice Springs Town Camps

The NTA grants to the Chief Executive Officer (Housing) ('CEOH') an underlease of parts of the land comprising 16 of the Alice Springs Town Camps in consideration of \$1.00 rent payable on demand. The Housing Lease commences and expires/terminates on the same dates as the Sublease from EDTL to NTA.

The CEOH must:

- Pay all rates, charges and taxes in respect of the premises;

- Pay for all electricity, water and gas consumed or used on the premises;
- Comply with the Sublease between the EDTL and NTA;
- Only use the premises for purposes consistent with permitted use defined in the subleases between EDTL and NTA – i.e. consistent with the purposes of the SPL/CL and for the purposes of provision of community or public housing services and related infrastructure.

The CEOH may:

- transfer, sublet or assign the sublease; and
- tenant, sublet or underlease in accordance with the permitted use.

5. Unregistered Public Housing Tenancy Agreements – Fixed Term Tenancy

All tenants of the CEOH public housing must enter into this agreement which is in accordance with the *Residential Tenancies Act (NT)* and *Housing Act (NT)*.

The agreement includes usual tenancy provisions including:

- Paying rent (which may be adjusted by CEOH);
- Paying a bond;
- Providing information in relation to identity;
- Only using premises for residential purposes; and
- Obligations in relation to maintenance and use of the premises.
- However, specific to public housing the agreement also provides:
 - CEOH powers to require the tenant to enter into an Acceptable Behaviour Agreement in accordance with the *Housing Act*;
 - Public Housing Officers will monitor and control the premises; and
 - The tenant must disclose the recognised occupiers of the premises.

<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 Establishment, Development and maintaining a communal settlement for the use of Mount Nancy Housing Association. 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><i>Special Purposes Leases Act (NT)</i></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>

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.
- 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)

The *Native Title Act* 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.

Residential Tenancies Act (NT)

Applies to the tenancy agreements between CEO (Housing) and residents of public housing on the Town Camp.

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).

Housing Act (NT)

Applies to the tenancy agreements between CEO (Housing) and residents of public housing on the Town Camp.

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: – Aurecon

Summary

The Mount Nancy community is located north of Alice Springs. The community consists of 12 residential dwellings, which are serviced by a 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 Mount Nancy is generally 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 sewer network generally complies with relevant standards, however the location and size of the existing pipework could not be confirmed. The sewer network has sufficient capacity for the current number of houses. It is recommended that the sewage pump station is decommissioned and a new gravity main is installed to transfer flows to a nearby pump station which is owned and maintained by Power and Water Corporation.

The water network does not comply as the DN100 water mains is undersized by relevant standards. Furthermore, the capacity of the existing water main is insufficient. 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.

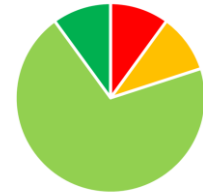
It is recommended that the roads are upgraded to two lane roads with footpaths and stormwater drainage, including kerbs and gutters, side entry pits, underground pipes, and culverts where required.

The community structures at Mount Nancy include bubblers, playgrounds, a BBQ area and a basketball court with varying condition ratings. Minor maintenance 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 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

Sewerage infrastructure condition



Water infrastructure condition



Road infrastructure condition



Community structure condition



Electrical infrastructure condition



Very poor Poor Good Very good Excellent

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 Mount Nancy (Nyewente) community:

Sewerage

- Upgrade one manhole
- Remove existing pump station
- Install new gravity main to North Edge Pumping Station – approximately 700 m

Water supply

- Relocate existing residential water meter
- Install additional 10 residential water meters
- Install new DN150 looped main, approximately 750 m
- Replace existing bulk water meters with new DN150 water meters on new water main
- Install five new fire hydrants

Roadworks

- Repair 100 m² of surface cracking
- Repair 35 m of edge breaks
- General clean of 320 m of pavement and road reserve
- Replace one sign
- 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

- Construct kerb and gutters, side entry pits, and underground drainage.

Community structures

- Paint 'key' lines on basketball court
- Repair bubbler
- General clean of all community structures and surrounding areas to ensure areas are free of rubbish, graffiti and broken glass
- Fix large tear in shade sail covering the playground
- Replace equipment in playground
- Install seats on swing set within playground

Electrical services

- Replace one street lights 70W
- Replace two switchboards
- Install new street lighting - approximately 16 poles

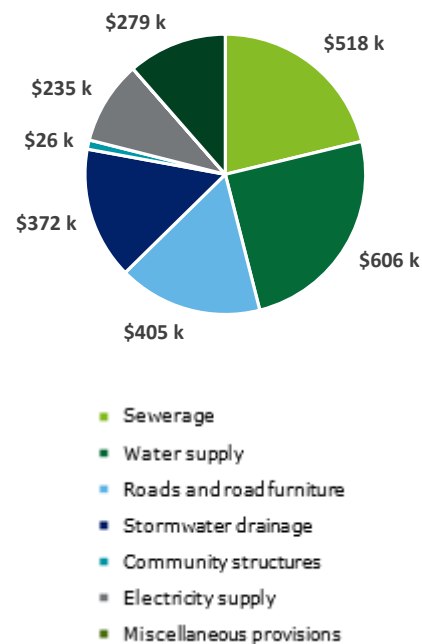
Communications

- 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 estimates take into account a 30% contingency, are inclusive of GST, and include a location factor for Town Camps outside of Darwin.

Infrastructure	Maintenance of existing infrastructure	Upgrades to meet current design
Sewerage	\$ 3,000	\$ 515,000
Water supply	\$ 3,000	\$ 603,000
Roadworks	\$ 15,000	\$ 390,000
Stormwater drainage	\$ 0	\$ 372,000
Community structures	\$ 26,000	\$ 0
Electrical	\$ 6,000	\$ 229,000
Communications	\$ 0	\$ 0
Miscellaneous provisions	\$ 16,000	\$ 263,000
Total (including GST)	\$ 69,000	\$ 2,372,000
Grand total	\$ 2,441,000	



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

Mt Nancy was surveyed on the 16th and 23th of January 2017, and on the 13th and 14th of March 2017. All the 11 funded dwellings²⁵ identified by the client were identified on site and 10 surveys were recorded.

Current state of play

Housing summary and condition

The age of housing stock varies from 10-20 years old to over 20 years old. 10% of the houses were considered to be in very good condition and the remaining 90% was considered to be in average condition. This rating does not take into account the cleanliness of the residences and does not mean they comply with the Residential Tenancies Act. The houses are of ground level masonry construction with sheet metal or concrete roofing.

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 Mt Nancy, none were identified as having non serviceable smoke alarms.

Flooding

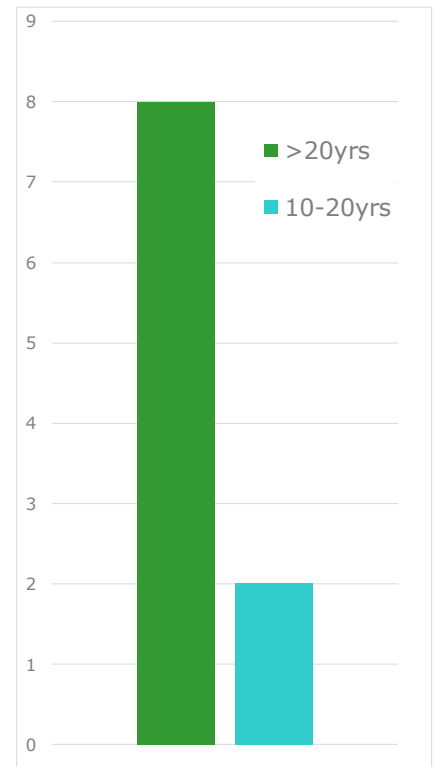
Anecdotally, one of the houses was said to flood.

Visitors

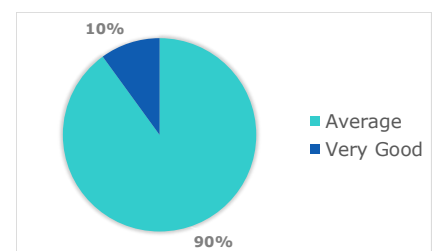
Of the dwellings to which we were permitted access several had visitors. 1 dwelling had 4 visitors and 2 residences had 3 visitors. The residence with 4 visitors was a 2 bedroom house with 5 permanent residents resulting in 4.5 people per room and 9 people per toilet. This would place significant strain 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.



Mount Nancy - Age of Housing Stock



Mount Nancy - Condition Summary

²⁵ A list of funded dwellings, provided by the client, has been included in the appendices.

Amenities

The data analysis of the community shows that on average there were 1.4 residents per bedroom and 3.1 per toilet. During periods of high visitation these values would differ.

Disabilities

Of the residents recorded, 1 was listed as having a disability. The house accommodating the disabled resident was identified as having appropriate grab rails in the wet areas. No ramps were identified in Mt Nancy.

Asbestos

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

Security

Of the houses we gained access to, 1 did not have serviceable doors and none were identified as having non-serviceable windows. The houses in Mt Nancy were surrounded by fences that ranged from in condition.

Recommended Works

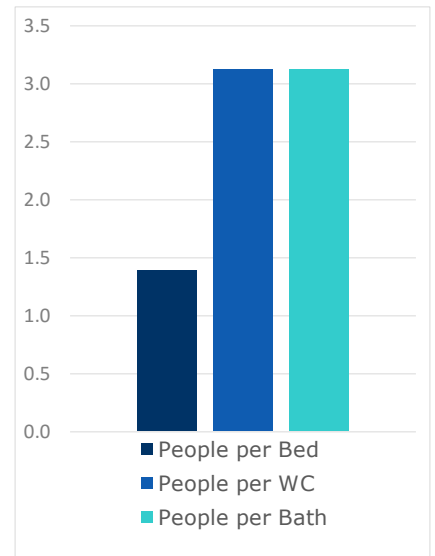
The houses in Mt Nancy were of very good to average condition. The cleanliness of the properties presents a serious concern from a health and wellbeing perspective. It is proposed that all existing housing stock be refurbished or renovated to meet the standards of the Residential Tenancy Act. Once the houses have been brought to the 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 Mt Nancy to meet the standards of the Residential Tenancy Act, is \$1,093,840. 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.



Mount Nancy - Amenities

Economic development

Social issues and themes voiced by residents	<ul style="list-style-type: none"> • Lease & Governance details are confusing and hard to understand for residents • Slow response to repairs and maintenance needs • Sentiments by residents of broken promises
Economic Development Opportunities	<p>Future economic development opportunities are most likely to be tied to the delivery of services to the Town Camp. This presents an opportunity to engage local residents in the journey down a pathway of economic participation. To do this it is recommended that funding provided to service providers and contractors be contingent upon the employment of local residents with set parameters that impart lasting skills.</p> <p>This pathway has the potential to build the capacity of Town Camp residents leading to pooled employment services, individual employment and finally the development of indigenous business.</p> <p>Alice Springs Towns Camps currently have the opportunity for pooled employment services as well as individual employment. In several cases instances of these are already occurring. The limitations on consultation in Alice Springs has restricted the analysis of these options in detail.</p> <p>For detailed rationale and recommendations see the Economic Development section of the report.</p>
Economic Aspirations	<p>Workshop participants voiced their desire for a local Aboriginal organisation controlled by the residents to take over the lease.</p> <p>Workshop participants want a housing program that is locally based and employs local residents.</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 finance and investment opportunities can be pursued.</p> <p>The Mt Nancy Town Camp currently does not meet the criteria for private investment opportunities into housing or infrastructure. The leasing structure provides no certainty of ownership and difficulties in collecting 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 is changes that impact upon the above criteria.</p>
Home Ownership Opportunities	<p>Currently, there is no pathway to home ownership for residents within Mt Nancy Town Camp. The land and leasing structure makes it difficult 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 consideration and recommendations regarding the leasing structure see the Land Tenure, Leasing and Legislation summary above.</p> <p>Aside from the leasing structure there are a range of economic constraints that confirms the absence of a pathway to home ownership for Town Camp residents. Limited contributions from residents, limited control over tenancies provides very little incentive for anyone to buy a house within a Town Camp. Ultimately this has resulted in no active market for Town Camps houses which further dis-incentivises any investment. For specific consideration of establishing a pathway to home ownership see the Economic Development section of the report.</p>

Governance

Governance Structure

The current governance structure within Mt Nancy Town Camp begins with the original leaseholder Mount Nancy Housing Association Incorporated. This association has entered into a sublease with the Executive Director of Townships Leasing (EDTL). The EDTL then underleases the Town Camp on a month to month basis to the Northern Territory of Australia. Parcels of land are then underleased again to the Chief Executive Officer (CEO) of Housing who in turn outsources tenancy management functions to Zodiac Business Services. Repairs and maintenance as the responsibility of the CEO Housing is outsourced to panel of contractors including Ingkerreke Commercial, S&R Building and Construction, SDA & Co Pty Ltd and Tangentyere Construction.

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

Payments for service delivery to the Town Camp are incorporated in the rental payments made by residents. Rental payment amounts are determined based on the market rent for the property. Residents than pay proportion of this market rent depending on their personal circumstances. Payments are typically arranged as automatic deductions in consultation with Zodiac Business Services.²⁶

For the financial year to date the Mt Nancy Town Camp is paying all of the total rent charged to Town Camp residents.²⁷

Essential Services Payment Arrangements

Mt Nancy Town Camp essential services are delivered by Tangentyere Council Incorporated who receive funding through an agreement with the Department of Housing and Community Development. The Department collects contributions for essential services (rates, water and sewerage) as part of resident's wider payments of rent. The residents pay for the power they use.²⁸

²⁶ This information was provided in consultation with Zodiac Business Services and the Department of Housing and Community Development

²⁷ This information was provided by the Department of Housing and Community Development

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