



12 May 2005

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Kumbutjil Association Inc
16 Dinah Beach Road
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Attention

David Timber

Dear David

RELATIONSHIP WITH YILLI RREUNG HOUSING ABORIGINAL CORPORATION ("YRHAC")

We have been instructed by YRHAC in relation to concerns held about the contents of the Kumbutjil Association's One Mile Dam ("OMD") community website ("Website").

Specifically, our client wishes to express its disappointment at the false information being displayed on the Website in relation to YRHAC, and to request it be removed or corrected.

In its current form, the information referred to below is both misleading and disparaging, and our client requests an apology be published on the Website in relation to any harm that might have already been done.

Website Homepage

On the Website homepage the following text appears:

Kumbutjil Association's caution vindicated

The **Kumbutjil Association** were told by **Yilli Housing** (December, 2004) that the **Aboriginal Development Foundation (ADF)** had relinquished the One Mile Dam lease.

However the lease (we learned on the 7th of February, 2005 from another source) is still held by the ADF.



Yilli Housing fabricated this 'lease development' so we would sign a service level agreement with them.

ADF - Yilli Housing and government plans for OMD

Previously Yilli Housing were unable to do maintenance of 'houses' at OMD, due to the ADF holding the lease, so obviously Yilli Housing could not enter any such agreement without the ADF's consent...

...a consent that would have extended to concealing the lease's true status from the Kumbutjil Association.

The Clare Martin government was well aware of our 'vote of no confidence' and intent to take possession of the lease. (September 12, 2004) - Still no reply.

We met with Yilli Housing on the 31st of December, 2004 - a time when most people are enjoying the Christmas break. We thought this conscientious behaviour on Yilli's part was due to an urge to help the people of OMD community, not to deceive them.

Our client contends that this information is false. A true account of events is as follows:

In December 2004, our client was informed by Tony Beckitt the Indigenous Housing Authority for the Northern Territory ("IHANT") that it was the Aboriginal Development Foundation's ("ADF") intention to surrender the OMD lease back to the Northern Territory Government.

Subsequently, Tony Beckitt further advised our client that the suggestion that the OMD lease was to be surrendered was retracted by ADF.

In communicating this information to you, our client was simply passing on the information received from IHANT, and played no role in its creation. To the extent the information was misleading, this was not intended by our client.

In any event:

1. Our client never represented to you that the OMD lease was transferred, or was going to be transferred to Kumbutjil Association Inc; and
2. Our client plays no part in the decision making processes of ADF with respect to the OMD lease, or any other; and
3. Any surrender of any ADF lease would be back to the lessor of that land, which is the Northern Territory Government in this case, and not necessarily the residents on the land.

The assertion that our client fabricated the lease surrender so that a service level agreement would be signed is false. Please retract the statement.

The service level agreement was executed with ADF in relation to the OMD community, and several others. It is in relation to all IHANT funded program activities.

By way of further explanation, in order for our client to carry out maintenance work on the dwellings at OMD, ADF as the leaseholder must first have executed a service level agreement. As a result of no previous rent being paid by the inhabitants of OMD, once this occurred the money provided by IHANT for maintenance projects was then made available, and was completely used for urgent electrical repairs on the OMD community. Those issues are now resolved.

Payment for use of Excess Water.

The Website asserts that our client is attempting to charge for excess water usage for the period prior to it being engaged to provide services to OMD. This is incorrect.

Prior to the execution of the service level agreement, our client had no involvement with repair and maintenance to housing at the OMD community. (The municipal services provided by YRHAC were pursuant to Commonwealth Government funding programmes, and not related to repairing the houses.) Any issues relating to excess water usage are then between ADF and the Kumbutjil Association.

Since the execution of the service level agreement with ADF, our client has been engaged to provide repair and maintenance services to the OMD community, and at the same time has been actively assisting in educating residents about the costs of using water.

Going forward, our client is intending to implement a user pays system accordance with the ATSIC Community Housing and Infrastructure Programme Policy ("CHIPP") 2002-5 which sets out that users of municipal services should pay for such usage. In accordance with the scheme created by the CHIPP programme, individual houses will be charged a small amount for excess water usage payable with the rent.

Based on the previous year's consumption, the predicted excess water usage charge payable this year is a total of \$8,000.00. When divided between all users at OMD community, it equates to an additional charge of \$30 per week per household.

We reiterate again that this payment requirement is in relation to the current and ongoing usage, not for previous periods.

Living in Third World Squalor - Email

Finally, it is disappointing to see that there has been a breach of confidence committed by the placement of an email from the General



Manager of our client, John-Nai-Smith to ATSIC Regional Council Chair Kimberley Hunter on the Website. The information contained in the email is confidential in nature, and should not be published.

We request the email immediately be removed from the Website.

Protocol

Following the publication of each of the above described matters on the Website, it is clear that a set of communications protocols are required between Kumbutjil Association Inc and our client so that everyone understands what information exchanged can be used for, and how it can be disseminated and displayed.

Our client is committed to forging closer relationships with the people of OMD, and considers establishing such protocols a critical part of the process. Please make contact with John Nai-Smith to start the process. In the meantime, please direct all correspondence in relation to the Website issues raised in this letter to this office.

Apology

As raised above, the instances described in this letter have caused hurt to our client. Our client is deeply concerned that this should be halted immediately, and that an apology should be published on the Website correcting any false perceptions that may have been caused.

We look forward to being advised that the same has occurred.

Yours faithfully
CRIDLANDS

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