

CONFIDENTIAL

CABINET DECISION

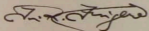
NO. 485

Submission No.: 421

Title: ALLIGATOR RIVER URANIUM DEVELOPMENTS

Cabinet noted the progress report and approved:

- (a) the forwarding of the proposed financial agreement, as amended, by the definition of "expenditure" to cover reimbursement for environmental services to the Commonwealth;
- (b) legislation for a Statutory Authority be drafted along the lines at Attachment (B) and be introduced during the November Sittings;
- (c) officers to continue to negotiate with Commonwealth officials on the basis that the Commonwealth reimburse the Northern Territory for all costs associated with uranium development.



(M.R. FINGER),
Secretary to Cabinet.

8.11.78.

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THE NORTHERN TERRITORY OF AUSTRALIA

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Copy No. 1

FOR CABINET

SUBMISSION No. 421

Title:	Alligator Rivers Uranium Developments
Cabinet Member	Paul Everingham
Purpose:	To inform Cabinet of progress in relation to uranium developments and to seek approval of proposed - <ul style="list-style-type: none"> . financial Agreement with Commonwealth for reimbursement of costs of environmental monitoring; and . legislation for statutory authority to construct regional town.
Relation to existing policy:	Cabinet Decisions No. 342 of 5 July 379 of 15 August 443 of 5 October
Timing/ legislative priority:	It is proposed to admit the legislation during the November sittings of the Legislative Assembly, subject to satisfactory financial arrangements being negotiated with the Commonwealth.
Announcement of decision, tabling, etc.:	No announcements are proposed at this stage.
Action required before announcement:	Agreement with the Commonwealth.
Staffing implications, numbers and costs, etc.:	The authority will require only a small staff, costs of which will be recouped.
Total cost:	Proposed that all costs be recouped from the Commonwealth and the mining companies.

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ALLIGATOR RIVERS URANIUM DEVELOPMENTS

Comment by
Director of
Finance:

The Northern Territory Government will receive financial benefits as a result of uranium and directly relating to :-

- (i) the tax sharing formula
- (ii) the royalty payments
- (iii) payroll tax and other State-like receipts

However, receipt of these benefits, must not be offset against the related N.T. costs of uranium developments. These benefits are to be compensation for the Northern Territory being denied the right to set and receive full royalties on uranium production, and is the "consideration" for agreeing to forgo the right to impose a special stamp duty on uranium mining agreements.

Approved/Not Approved

Signed:

Date:

To remove all possible doubt, the definition of "Expenditure" on page 3 of Attachment A should be reworded and replaced by the following:- "expenditure" means the expenditure incurred by the Northern Territory in respect to the provision of Environmental Regulatory Services in accord with this agreement and in an approved programme other than out of advances made by the Commonwealth and shall take into account monies recovered or recoverable in relation to that expenditure by the Northern Territory subsequent to incurring that expenditure".

Comment by
Public Service
Commissioner:

Attachment A provides for full Commonwealth reimbursement for the regulatory services and this agreement will now form the basis for the Commonwealth/Northern Territory agreement for expenditures other than on the environmental impact of uranium, including the township.

The question of full Commonwealth funding is the fundamental issue still outstanding. Once this principle is agreed to by the Commonwealth the remaining outstanding issues will fall into place. The Commonwealth will be anxious to settle these arrangements quickly so that construction can commence. For its part, the Northern Territory Government should not agree to any ~~Approved/Not Approved~~ these financial arrangements are satisfactorily resolved.

Signed:

Date:

Subject to the amendment to the definition of "expenditure", the recommendations are supported.


A. B. ASHBY
Under Treasurer

7/11/78

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ALLIGATOR RIVERS URANIUM DEVELOPMENTS

Comment by
Director of
Finance:

Approved/Not Approved

Signed:

Date:

Comment by
Public Service
Commissioner:

No objection to the recommendations.
Any staff for the Authority will be outside Public Service Act.
N.T. Government employees would be granted leave without pay to take up duty with the Authority however legislation dealing with staffing should be cleared by this Office to ensure adequate protections.

Approved/Not Approved

XXXXXXXXXXXXXXXX

Glen Gaskill
G. GASKILL
For Public Service Commissioner
7 November 1978

Signed:

Date:

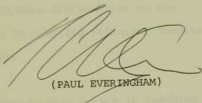


CHIEF MINISTER

DARWIN

6 November 1978

I approve that Cabinet Submission No. 421 entitled Alligator Rivers Uranium Developments be put before Cabinet on 8 November 1978.



(PAUL EVERINGHAM)

C O N F I D E N T I A L

ALLIGATOR RIVERS URANIUM DEVELOPMENTS

PROGRESS REPORT - 3 NOVEMBER 1978

Financial Arrangements for Environmental Monitoring

Discussions have been held with Commonwealth officials to develop a government to government Agreement, pursuant to paragraph 67 of the Financial Arrangements for Self-government, to cover reimbursement to the Northern Territory for services carried out on the Commonwealth's behalf in relation to uranium mining. It was intended to develop a blanket type of Agreement which would cover all aspects of developments arising from uranium but it became apparent -

- . there were considerable difficulties on the Commonwealth side in covering different complexities of various aspects;
- . there could be considerable delays in reaching agreement on such a document;
- . the Ranger decision seemed to be delayed indefinitely at the time;
- . there was an urgent need for Commonwealth agreement on reimbursement for programmes related to environmental monitoring to commence this Wet Season.

Therefore it was imperative that an initial Agreement be developed relating only to environmental regulatory aspects and a copy of a suggested draft is at Attachment 'A'.

C O N F I D E N T I A L

.../2

2. Negotiations by the Supervising Scientist and the Department of Environment, Housing & Community Development with the Department of Transport & Works (Water & Sewerage Division), Department of Mines & Energy and Territory Parks & Wildlife Commission (Soil Conservation Section) are close to finality for programmes for the 1978/79 year, including work already carried out since 1 July.

3. The next round of urgent negotiations which are necessary concern those regulatory services provided by the Department of Mines and Energy which are not environmental in nature nor come within the province of the Supervising Scientist.

4. There is also a need to cover reimbursement of housing requirements, both in Darwin and at Jabiru (see para 11 below).

Construction Authority

5. As a result of further discussions with the Commonwealth and the Ranger Companies, legislation has been developed for a Statutory Authority to construct the town. Necessary instructions and notes are shown at Attachment 'B'.

6. It can be seen that the Authority is suggested as having quite wide powers not only to construct the town but to run normal municipal services. This is intended to be an interim arrangement until future legislation is developed for some form of local government. Members of the Authority would be equal numbers from the N.T. Government and the mining companies, with Government having the controlling vote. At this stage it is not known whether the Commonwealth will

request membership. This aspect and other related matters are being reviewed by the Uranium Task Group and a Cabinet Submission covering uranium reimbursement issues is being prepared.

7. The Authority is seen to obtain its capital funds through loans, with Commonwealth guarantee, which would be recouped by premiums on sub leases of land.

8. I have considered the ministerial responsibility for the administrative arrangements, and for the time being wish to retain this in my own portfolio.

Financial Arrangements for New Town

9. As foreshadowed in Cabinet Submission No. 443, further talks have been held with Commonwealth officials concerning Commonwealth reimbursement of costs associated with the town, but agreement has not yet been reached. As prescribed in Submission No. 379 the Minister for the Northern Territory had proposed to me in a letter of 7 July the following arrangement:

- . The town would be financed, developed and operated by a corporate body comprising the N.T. Government and the mining companies (initially Ranger).
- . Cost of basic infrastructure and utilities would be met by premiums on sub-leases of land on a user basis. (As a user this would cost the N.T. Government some \$6m.)

- . The N.T. Government would meet full cost of education, health and law facilities with provision for reimbursement by the Commonwealth for net expenditure incurred. (These costs would be some \$12m - 15m. The question as to what constitutes net expenditure is a contentious issue at this stage at officer level.)

- . The N.T. Government and the various Companies would each be responsible for the construction cost of its own houses and other facilities. (Government costs could be about \$9m.)

- 10. Our officials have been taking the line that no costs whatsoever should be inflicted on the N.T. Budget as a result of developments relating to uranium. It was pointed out that -

- . Paragraph 67 of the Financial Arrangements was quite specific on this matter.

- . The Territory Government had no involvement in the location of the town, the restrictions placed on its design and size because of its location in a Commonwealth National Park, and indeed at this stage very little say in the town plan.

- . The Commonwealth will receive huge revenues from uranium both through taxes as a Government and, in the case of Ranger, through profits as a miner. The Territory's receipt of 1 $\frac{1}{2}$ % equivalent royalty

will be modest in comparison and in any case is not intended to be spent specifically on matters relating to uranium.

11. The only concession which could be admitted was that possible reimbursement of housing costs could be modified to take into account revenue from rental.

12. At this stage a definitive Commonwealth response has not been received although there were suggestions that the N.T. Government should supply these services as part of its normal state-type function without special purpose grants. As indicated above, this was rejected.

13. I understand that the Commonwealth considered several options for constructing the town before presenting the proposal in para 9 above. It could well be that we might have to refute my previous acceptance of the proposal - "in principle, subject to financial arrangements" - and suggest to the Commonwealth that the mining companies build the town and we stand back.

Town Plan

14. The Design Study Final Report has been received from the Director of National Parks and Wildlife and his consultants. Departments have been circularised and comments are being received. The Report covers the requirements for a population of 3,500, with some limited capacity for expansion.

15. The Director has promised full consultation with all interested N.T. agencies, the N.L.C. and the mining companies before this town plan is finally adopted in his plan of management for the National Park. He has been reluctant to enter into such widespread discussions until the Ranger negotiations are completed.

Co-ordination

16. The Departments of Treasury and Law have been closely involved in all the negotiations to date. Copies of a draft of this Submission were circulated to all Departments but there was insufficient time to receive and incorporate comments before this Submission was lodged.

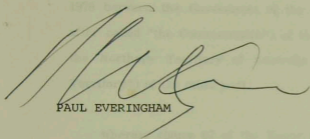
Recommendation

17. It is recommended that Cabinet note the above progress report and approve that -

- (a) I forward the proposed Financial Agreement to cover reimbursement for environmental services as shown at Attachment 'A' to the Commonwealth;
- (b) legislation for a statutory authority be drafted along the lines shown at Attachment 'B' and be introduced into the November sittings;

.../7

- (c) officers continue to negotiate with Commonwealth officials on the basis that the Commonwealth reimburse the Northern Territory for all costs associated with uranium development in the Territory.



PAUL EVERINGHAM

N.T. 1ST DRAFTDATED

1978.

This agreement (to be called the "Alligator Rivers Region (Environmental Regulatory Services) Reimbursement Agreement" made the day of 1978 between the Government of the Commonwealth of Australia (hereafter called "the Commonwealth") of the one part and the Government of the Northern Territory of Australia (hereafter called "the Northern Territory") of the other part.

Whereas clause 67 of the Memorandum of Understanding in respect of Financial Arrangements between the Commonwealth and a Self-Governing Northern Territory provides as follows:-

"67. In addition, the Commonwealth undertakes to reimburse the Northern Territory Government for additional capital or other expenditure, arising from the proposed uranium developments, to the extent that such expenditure is incurred by the Northern Territory Government in accordance with prior specific arrangements agreed between the two Governments."

And whereas it is agreed between the parties hereto that it is in the public interest that the laws of the Commonwealth and of the Northern Territory applicable to the proposed uranium developments in the Region be observed and enforced to ensure the minimization of any harmful environmental effects arising from uranium developments in the Region.

And whereas the parties hereto have also agreed that the laws of the Northern Territory should, to the greatest extent possible, and consistent with any relevant laws of the Commonwealth be applied in the Region to all matters relating to the arrangements for the administration, supervision, monitoring and control of the effects of the proposed uranium developments and the protection of the environment.

And whereas the Northern Territory has agreed to undertake a regular review of the laws of the Northern Territory applicable to the proposed uranium developments and to consult with the Commonwealth in relation to such a review.

And whereas the parties hereto have further agreed where appropriate to make the maximum use practicable of the Departments, authorities and officers of the Northern Territory for the purpose of providing environmental regulatory services applicable to the proposed uranium developments, whether on an agency basis or otherwise.

And whereas the parties hereto enter into this Agreement to give effect to clause 67 of the Memorandum of Understanding.

Now it is Hereby Agreed as follows:-

1. In this Agreement, unless the contrary intention appears -
 "approved programme" means a programme agreed under
 Clauses 3 or 4 between the Commonwealth Minister and the
 Northern Territory Minister;

"clause" means a clause of this Agreement;

"Commonwealth" means the Commonwealth of Australia.

"Commonwealth Minister" means the Minister of State for the Commonwealth for the time being responsible, or primarily responsible, for the Commonwealth's role in environmental protection;

"expenditure" means the expenditure incurred by the Northern Territory in respect to the provision of Environmental Regulatory Services in accord with this agreement and in an approved programme and shall take into account monies recovered by the Northern Territory subsequent to incurring that expenditure other than by reimbursement by the Commonwealth.

"financial year" means a financial year commencing from and including the first day of July in any year or such other period as is mutually agreed;

"Memorandum of Understanding" means the Memorandum of Understanding in respect of Financial Arrangements between the Commonwealth and a Self-Governing Northern Territory coming into force on 1 July 1978;

"Minister for Finance" means the Northern Territory of Australia established by the Northern Territory (Self-Government) Act 1978;

"Region" means the Alligator Rivers Region as defined in the Environment Protection (Alligator Rivers Region) Act 1978;

"Territory Minister" means the Minister of the Northern Territory Government for the time being responsible for the Territory's role in relation to environmental protection;

"uranium" means uranium or other prescribed substances within the meaning of the Atomic Energy Act 1953 and regulations under that Act as in force from time to time;

"uranium developments" means all developments directly or indirectly relating to or in connexion with or incidental to or resulting from the mining (whether by underground or surface working) or recovery of uranium in the Region, and includes the milling, refining, treatment and processing of uranium and the handling, transportation, storage and disposal of uranium, and the regulation and monitoring of those developments, whether occurring within the Region or otherwise.

2. The Commonwealth agrees that it shall in accordance with this Agreement reimburse the Northern Territory for expenditure incurred under an approved programme for that financial year from and including 1 July 1978 arising from the proposed uranium developments.

3. (a) In advance of each financial year after the financial year 1978/79 during the term of this Agreement a programme or programmes in respect of the next following financial year or years will be jointly developed for the purpose of providing the proposed environmental regulatory services by the Northern Territory covered by this Agreement.

(b) A programme negotiated under paragraph (a) shall become an approved programme when agreed between the Territory Minister and the Commonwealth Minister.

4. (a) For the financial year 1978/79 a programme will be developed jointly for the purpose of providing the proposed environmental regulatory services by the Northern Territory covered by this Agreement.

(b) A programme negotiated under paragraph (a) shall become an approved programme when agreed between the Territory Minister and the Commonwealth Minister.

- (c) A programme in accordance with paragraph (a) may include provision for works and services already performed by the Northern Territory prior to agreement being reached on the programme.
5. An approved programme agreed in accordance with clauses 3 or 4 hereof may contain provisions relating to:
- (a) the inspection of;
 - (b) the supervision of;
 - (c) the regulation of;
 - (d) the enforcement of Commonwealth and Territory laws applicable in respect of;
and
 - (e) other matters relating to the assessment, monitoring and control of the environmental impact of,
uranium developments in the Region.
6. The Territory Minister or the Commonwealth Minister may, by written notice to the other, request a review at any time of an approved programme or any part thereof, and the parties to the approved programme may, by agreement in writing, amend or vary it and any such amendment shall be deemed to be a part of the approved programme.

7. An approved programme shall identify the estimated cost to the Northern Territory of carrying out the items specified in the programme which would be subject to reimbursement pursuant to clause 2.
8. The Territory Minister shall, upon the written request of the Commonwealth Minister, provide to that Minister any information that is reasonable to require in relation to an approved programme.
9. The quantum of the liability of the Commonwealth to reimburse the Northern Territory under clause 2 hereof shall be in an amount equal to the expenditure incurred by the Northern Territory during a financial year in accordance with any approved programme for that financial year.
10. The Northern Territory shall submit to the Commonwealth as soon as practicable after the end of a financial year a statement of expenditure for that financial year, audited by the Auditor-General for the Northern Territory in accordance with a form approved by the Minister for Finance and accompanied by a certificate of the Auditor General of the Northern Territory certifying that in his opinion the amounts shown in the statement have been expended in accordance with the approved programme for the financial year.

11. (a) The Northern Territory may make a written request to the Commonwealth for payment of quarterly or such other advances, as specified in an approved programme, to the Northern Territory on account of the Commonwealth's liability to reimburse the Northern Territory under this Agreement.
- (b) Upon a request under paragraph (a), the parties hereto shall make best endeavours to promptly reach agreement on the amounts and timing of the advances.
- (c) Upon agreement being reached as to the amount of the advance, the Commonwealth shall be liable to pay that amount to the Northern Territory in accordance with that Agreement.
- (d) The liability of the Commonwealth to reimburse the Northern Territory under this Agreement in respect of a financial year shall be reduced by the total of the advances made by the Commonwealth to the Northern Territory pursuant to this clause in respect of that financial year.
- (e) If the total of the advances made by the Commonwealth to the Northern Territory pursuant to this clause in respect of a financial year exceeds the liability of the Commonwealth to reimburse the Northern Territory under

this Agreement in respect of that financial year the excess may, at the direction of the Minister for Finance, be deemed to be an advance in respect of the next succeeding financial year or it shall be a debt repayable by the Northern Territory to the Commonwealth on written demand.

12. Where the Northern Territory has given written notice to the Commonwealth of its proposal to carry out works in accordance with this agreement at least 7 days before those works are carried out (or such lesser period, if any, as is agreed) and the Commonwealth has not, within a further period of 7 days after receipt of that notice by the Northern Territory, objected in writing to the Northern Territory as to the proposal to carry out those works, the Commonwealth shall reimburse the Northern Territory for the expenditure incurred in carrying out those works, those works not being in accordance with an approved programme being as a direct result of any act, omission, or event not reasonably within the control of the Northern Territory, its servants, agents and contractors, such as by Act of God or Queen's enemies.
13. This Agreement shall continue in force during the continuance of clause 67 of the Memorandum of Understanding unless both parties to this agreement agree to cancel or extend the period of this agreement.

14. Subject to this agreement, any notice or other document required or permitted to be given or served under this Agreement may be signed by the Commonwealth or a Northern Territory Minister or a person authorized to sign on their behalf (as the case may be) and may be given or served by delivering it personally to the person to whom it is addressed or by sending it by pre-paid post, telex or otherwise at his office address in the Australian Capital Territory or in the Northern Territory (as the case may be).
15. The Commonwealth undertakes in due course to seek the approval of the Commonwealth Parliament to the appropriation of moneys necessary to enable the Commonwealth to comply with this Agreement and the Territory undertakes to use its best endeavours to carry out an approved programme.

Signed for and on behalf)
)
of the Commonwealth by)

Signed for and on behalf)
)
of the Northern Territory by)

REDRAFT OF PROPOSALS

JABIRU TOWN DEVELOPMENT AUTHORITY

The legislation should be divided into parts -

- I Preliminary
- II Jabiru Town Development Authority
- III Functions and Powers of Authority
- IV Finance
- V Miscellaneous

I PRELIMINARY

1. The legislation should be known as the Jabiru Town Development Authority Act.
2. Legislation to commence upon notice in the Gazette.
3. Definition required for the following:-

"participating body" means a body which the minister directs by notice in the Gazette to be a participating body for the purposes of this Act.

In making a direction the Minister should have regard to the rights and interests of mining interests in the area.

"principal representative member" means that person nominated by a participating body to be the principal member of that participating body.

Other definitions as required.

II JABIRU TOWN DEVELOPMENT AUTHORITY.

- 4.(1) The legislation should establish the Jabiru Town Development Authority.
- (2) The authority to be
- (a) a body corporate with perpetual succession
 - (b) to have a common seal; and
 - (c) capable, in corporate name, of acquiring, holding and disposing real, leasehold and personal property and of suing and being sued.
- (3) Judicial notice to be taken of the authorities seal.
- 5.(1) Provision should be made that the authority have a Chairman and up to six other members.
- (2) The Chairman is to be a member of the Public Service.
- (3) Of the 6 other members participating bodies should have a right to nominate a principal representative member and 2 other members (for explanation see note).

Note:

It is envisaged that if bodies other than the Ranger Consortium developed uranium interests after negotiation with the N.L.C. and the Commonwealth the make up of Authority ^{could} ~~would likely~~ be -

- Chairman
- 3 other N.T. Government appoints.
- 1 Ranger representative
- 1 Noranda representative
- 1 Pan Continental representative

In other words, only the principal representative member would be appointed. This would give the N.T. a controlling interest but would not need to be spelt out in the legislation.

However in the initial stages, as Ranger may be the only participating body it may be in the best interests of the Authority that more than 1 Ranger representative be on the Authority. This would be covered by the provision allowing for the appointment of 2 other members (see 6). Of course there would be a corresponding number of N.T. Government appointments. As all participating bodies will be entitled to at least 1 member (the principal representative member) at a later stage to avoid the difficulties of each participating body wanting the same number of members as Ranger originally had the following provision is needed.

- (4) A provision that a principal representative member of a participating body shall be appointed by the Minister whereas the appointment of members other than the ~~permanent~~ ^{principal representative} member is discretionary (see provision re termination).

Note:

In the early stages the Authority might be made up as follows -

Chairman

3 N.T. Government appointments

Ranger principal member

2 other Ranger members.

- (5) All appointments to be made by the Minister.
- (6) Authority to be able to exercise its powers and functions when the Chairman, a ^{principal representative} permanent member and one other member are appointed and vacancies in membership not to be a restriction in the exercise of functions and powers.
6. No Period of appointment is required.
7. A member other than a public servant or a company nominee to receive remuneration as determined by the Administrator.

Note:

This provision may never be operative but does leave open the option to appoint an outside person to the authority.

8. A member may resign by notice in writing to the minister.
- 9.(1) A member other than the Chairman may, with the approval of the minister, appoint a person to be a deputy and may terminate the appointment at any time.
- (2) When the deputy attends a meeting he should be deemed to be the member.
- (3) Provision for resignation by notice in writing to the appointing member and not effective until notice is given.

Note:

See S.23. D.R.C. Act.

10. A provision that where a participating body, by resolution, recommends to the minister that the appointment of a principal representative member be terminated, the minister shall terminate the appointment. Principal representative members could not be removed for other reasons except -
- (a) misbehaviour or physical or mental incapacity
 - (b) absence from three consecutive meetings
 - (c) bankruptcy, insolvency
 - (d) failure to disclose interests.

Note:

As this section would apply to only principal members the Minister through his powers under the Interpretation Act would be in a position to terminate automatically all other members including other members, not being the principal member, nominated by the participating bodies (e.g. appointment of additional Ranger reps. could be terminated when companies like Pan Continental get the go ahead and want a principal member on the Authority). Such action would keep the authority at a reasonable size.

11. Normal provisions for the disclosure of interests. In the case of the reps. of participating body they may naturally have some interest. It may be necessary

that they merely disclose their interest before a matter is discussed and if the Authority decides they should refrain from any decision taken on that matter they shall so refrain.

- 12.(1) Meetings to be held as decided by the authority but the interval between meetings should not exceed three months.
- (2) The minister may direct that the Chairman convene a meeting as it is had been decided by the authority, and in accordance with the directions of the minister. No meeting should be convened under this provision unless 7 days notice has been given by the Chairman.
- (3) Decisions to be determined by a majority and in the event of equality the Chairman to have the casting vote.
- (4) The authority to determine the procedure of meetings.
- (5) Records of meetings to be kept.

III FUNCTIONS AND POWERS OF THE AUTHORITY.

13. The functions should be wide an encompass local authority type functions as well as development stages.
 - (1) The primary function should be the construction, development, establishment, operation, control, protection management and maintenance of a town.
 - (2) The authority should furnish the N.T. Government through the minister advice with respect to matters relating to the expenditure of public and private moneys in connection with the development of the town site.

- (3) Without limiting the generality functions include the functions a council may perform under section 210 of the Local Government Ordinance as directed by the minister by notice in the Gazette.

Note:

You may consider this provision to be more a powers type matter. It is also essential that the Authority have power to levy charges.

- (4) To do all things necessary on commencement for the carrying out of the functions and the exercise of its powers and such other things related thereto as the minister may direct from time to time by notice in the Gazette.

14.(1) The authority to have power to do all things necessary or convenient to be done for or in connection with or incidental to the performance of its functions and exercise of its powers.

- (2) Without limiting (1) to have power to —

(a) acquire, hold, take and lease, sub-lease, mortgage or otherwise dispose of real or personal property, rights, privileges, permits, licences and authorities;

(b) include the powers, as directed by the minister by notice in the Gazette of a Council in accordance with provision of Part XV of the Local Government Ordinance;

(c) include the power to make by-laws of Council as directed by the minister by notice in the Gazette in accordance with the provisions of Part XVII of the Local Government Ordinance. You may consider this should be more a general power to make by-laws in accordance with functions and powers. (You may also consider S.30 of the Queensland Local Government Act;)

(d) to do anything incidental to its powers.

15. In the exercise of functions and powers the authority to be at the direction of the minister.

Note: The Ranger consortium has suggested a provision that in exercising its functions and powers the Authority act in the interests of the good government of the area.

IV FINANCE.

16. (a) The moneys of the authority to consist of all moneys received in accordance with powers and functions including moneys advanced by the Treasurer.
- (b) Moneys may be expended in accordance with the performance of functions and powers.
- (c) A provision to provide that the Authority is a non-profit making body and the whole of the expenditure is to be balanced against the revenue.

V MISCELLANEOUS.

- 17.(1) The authority have ability to employ a General Manager and other staff on terms and conditions it thinks fit.
- (2) Authority to comply with directions of the minister as to terms and conditions.
- (3) Authority may engage consultants and contractors and make arrangements to be provided with technical and scientific advice and the performance of works.
18. Public servants should retain normal rights etc.
- 19.(1) The authority may delegate in relation to any particular matter or class of matters, or to any particular place, by writing under its seal, delegate to a person all or any of its powers under the Act (except the power of delegation) so that the delegated powers may be exercised by the delegate with respect to the matter or class of matters, or to the place, specified in the instrument of delegation.
- (2) The power should not prevent the exercise of the power by the Authority.
- 20.(1) All Territory laws to apply in the area.
- (2)(a) Treasurer may by notice in the Gazette exempt the authority from compliance with Treasury Regulations.
- (b) The Treasurer would not exercise his powers under this provision unless the Authority had first laid

down procedures in relation to tenders that are acceptable to the Treasurer.

- (3) In relation to application of laws of the Territory persons who are entitled to be in the townsite shall be deemed to ~~be~~^{be} members of the "public" for the purpose of those laws.
22. The authority should have the power to enter on and occupy land after appropriate notice in accordance with performance of its functions and powers (see S.19 and S.20 Snowy Mountains.)
23. The Administrator to have power to make regulations.

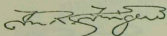
CONFIDENTIALCABINET DECISIONNO. 342

Submission No.: 296

Title: ALLIGATOR RIVERS REGIONAL TOWNSHIP

Cabinet decided that the Controller, Special Development Projects be requested to submit, within 28 days, a revised report incorporating consideration of the following points:

- (a) local communities should be given representation on the corporate body (that is representation outside of the mining companies and the N.T. Government).
- (b) to avoid a situation similar to Gove (hostel accommodation only) consideration should be given to the cost of building single officers' flats. It was noted that at Gove all houses for the company employees were air-conditioned while those for Government employees were not air-conditioned.
- (c) the cost of houses suitable for accommodation of married couples or for 2 or 3 single officers on a share basis should be researched.
- (d) the need for Government storage suitable for equipment etc. should be considered.
- (e) more than one oval would be needed for a population of 3,500.
- (f) arrangements for service of "fringe-camp" areas.
- (g) construction workers' accommodation area could be converted into caravan park after finalisation of construction work.
- (h) possibility that population could grow beyond the 3,500 mark.


(M.R. PINGER),
Secretary to Cabinet.

5 July 1978

CONFIDENTIAL

CONFIDENTIALCABINET DECISIONNO. 379

Submission No.: 326

Title: ALLIGATOR RIVERS REGIONAL TOWN

Cabinet -

- (a) noted the report on the regional town at Attachment A to the Submission and directed the following Departments to advise -
- (i) Housing Commission/Public Service Commissioner to develop policy regarding Government accommodation and standards, and provision of Commonwealth accommodation in the town;
 - (ii) Industrial Development in consultation with the Territory Parks and Wildlife Commission, to develop policies regarding provision of tourist facilities in the region;
 - (iii) Law to examine the situation of the Town Planning Ordinance in regard to the town;
 - (iv) Law to develop possible terms for a head lease for the town;
- (b) endorsed the proposed town plan arrangement subject to discussions on detail to be held between interested parties, with possibly minor amendments;
- (c) approved a letter to the Director of National Parks and Wildlife requesting a meeting to discuss not only the town plan, but the terms for the head lease for the town and proposed park management controls including tourism. There should be provision for direct discussions by the Department of Mines and Energy on those aspects of the plan of management directly relating to mining development, including future exploration;
- (d) endorsed the concept of a Statutory Authority (under Northern Territory Legislation) to construct the town, and requested the Department of Law to draft, as a matter of urgency, guidelines for the legislation in consultation with other appropriate departments. This will enable the initiative to be taken in discussions to be held with the mining companies in formulating heads of agreement;

M.R. Finger
(M.R. FINGER),
Secretary to Cabinet.

15.8.78

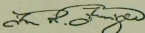
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CONFIDENTIALCABINET DECISIONNC. 3792.

Submission No.: 326

Title: ALLIGATOR RIVERS REGIONAL TOWN

- (e) approved in principle the concept of management of the town through an elected advisory body, leading eventually to some form of local or community government; and
- (f) endorsed action seeking representation of the Northern Territory Government at all negotiations on Northern Territory aspects of uranium mining in the Territory.



(M.R. FINGER),
Secretary to Cabinet.

15.8.78

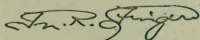
CONFIDENTIAL

CONFIDENTIALCABINET DECISIONNC. 443

Submission No.: 383

Title: ALLIGATOR RIVERS REGIONAL TOWN -
PROGRESS REPORT

Cabinet noted the report and agreed that officer level discussions with the Commonwealth continue without any commitment.



(M.R. FINGER),
Secretary to Cabinet.

5.10.78

CONFIDENTIAL

SECRETARY TO CABINET CHIEF MINISTER

DATE: 6/11/78

FROM: A. MUNRO

REF:

RE: CABINET SUBMISSION - ALLIGATOR RIVER URANIUM DEVELOPMENTS

LATE SUBMISSION

The attached Cabinet Submission has been presented for circulation to Cabinet Ministers.

- 1) For your clearance, please.
- 2) The submission - for your signature please
- 3) Clearance to put this late submission before Cabinet on 8 November 78.

M. Holden
for (A. MUNRO)

Approved for circulation.

(T.C. LOVEGROVE)
A/Secretary to Cabinet

[Handwritten Signature]
7/11/78