

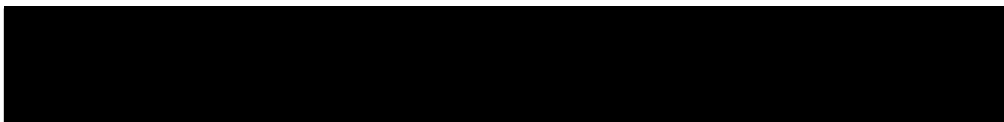
*Heritage of Western Australia Act 1990*  
Section 29

**HERITAGE AGREEMENT**

**between**

**HERITAGE COUNCIL OF WESTERN AUSTRALIA**

**and**



**in respect of**

**BLOCK ONE**  
**a portion of**  
**MIDLAND RAILWAY WORKSHOPS**

(HCWA Place No. 3273)

## TABLE OF CONTENTS

<b>Part 1</b>	<b>Definitions &amp; Interpretation</b>	
1.1	Definitions	Page 3
1.2	Interpretation	Page 5
<b>Part 2</b>	<b>Commencement, Duration and Scope of this Agreement</b>	
2.1	Commencement and duration of this Agreement	Page 5
2.2	Scope of this Agreement	Page 5
<b>Part 3</b>	<b>Development, Conservation and Interpretation</b>	
3.1	Conservation Plan	Page 6
3.2	Conservation Works	Page 6
3.3	Development	Page 6
3.4	Interpretation Concepts Plan	Page 6
3.5	Interpretation Works	Page 6
3.6	Maintenance	Page 7
3.7	Conservation Consultant	Page 7
3.8	Reporting	Page 7
3.9	Insurance	Page 8
3.10	Compliance with Statutes	Page 8
<b>Part 4</b>	<b>Council's Rights of Entry and Powers of Inspection</b>	
4.1	Council's rights of entry and powers of inspection	Page 8
<b>Part 5</b>	<b>Default</b>	
5.1	Events of default	Page 9
5.2	Rights and remedies of Council	Page 9
5.3	Land and Place at risk of Owner	Page 9
5.4	Interest on overdue money	Page 9
<b>Part 6</b>	<b>Notices</b>	
6.1	Form of notices	Page 10
6.2	Address for notices	Page 10
<b>Part 7</b>	<b>General</b>	
7.1	Variation to be in writing	Page 11
7.2	Governing Law	Page 11
7.3	Further assurances	Page 11
7.4	Extension of time by Council	Page 11
7.5	Costs	Page 11
<b>The Schedule</b>		Page 12
<b>Signatures</b>		Page 13
<b>Certification</b>		Page 14
<b>Annexures</b>		Page 15

# HERITAGE AGREEMENT

## Block One Midland Railway Workshops Yelverton Drive Midland

THIS AGREEMENT is made between the following parties:

1. **HERITAGE COUNCIL OF WESTERN AUSTRALIA** a corporate body established pursuant to the *Heritage of Western Australia Act 1990*, of 491 Wellington Street, Perth, Western Australia 6000 (the "Council"); and
2. [REDACTED] a corporate body established pursuant to the [REDACTED] of [REDACTED] (the "Owner").

### RECITALS:

- A. The Council's objects are to identify, conserve and, where appropriate, enhance those places which are of significance to the cultural heritage of Western Australia; facilitate development that is in harmony with the cultural heritage; and promote public awareness and knowledge of Western Australia's cultural heritage.
- B. The Owner is the Registered Proprietor of the Land.
- C. The Place has been identified as being of cultural significance, and was entered in the Register of Heritage Places on a permanent basis pursuant to the Act on 10 June 2008.
- D. The Council and the Owner wish to enter this Agreement to provide for the conservation of the Place so as to retain its cultural heritage significance for present and future generations.

### AGREEMENT:

The Parties agree with each other as follows:

## PART 1 DEFINITIONS & INTERPRETATION

### 1.1 Definitions

In this Agreement, unless the contrary intention appears:

"Act" means the *Heritage of Western Australia Act (WA) 1990*;

"Agreement" means this Agreement as it may from time to time be varied as permitted by its terms;

"Conservation Plan" means the Conservation Plan in respect of the Place described in Item 5 of the Schedule, as may from time to time be varied with the prior written approval of the Council;

"Conservation Policy" means the policy specified in Item 3 of the Schedule;

"Conservation Works" means the works specified in Item 6 of the Schedule;

**“Construction Completion Date”** means, in the case of **Conservation Works**, the date noted for each item of works specified in Item 6 of the Schedule

**“Damage”** means losses, costs, damages, liabilities, expenses, actions, suits or claims of any kind;

**“Development”** means the development or use of the Place, including:

- (a) any demolition, erection, construction, alteration of or addition to any building or structure on the Land;
- (b) the carrying out on the Land of any excavation or other works;
- (c) any act or thing that is likely to change the character of the Place or the external appearance of any building;
- (d) any act or thing that would constitute an irreversible alteration of the Significant Fabric; and
- (e) a material change in the Use of the Place;

**“Development Approval”** means an approval granted by the Metropolitan Redevelopment Authority pursuant to Section 66(2)(b) of the *Metropolitan Redevelopment Authority Act 2011*;

**“Effective Date”** means the date on which this Agreement is certified by the Minister pursuant to Section 32(1) of the Act;

**“Event of Default”** is defined in clause 5.1;

**“Fabric”** means all the physical material of the Place including, but not limited to:

- (a) components, fixtures, contents and objects, including those that are temporarily removed for repair, safekeeping, exhibition or other purposes;
- (b) building interiors, sub-surface remains and excavated material; and
- (c) natural material such as the landform, vegetation, streams, soil and rock.

**“Interpretation Concepts Plan”** means the Interpretation Concepts Plan in respect of the Place described in Item 8 of the Schedule, as may from time to time be varied with the prior written approval of the Council;

**“Interpretation Works”** means the activities described in Item 9 of the Schedule.

**“Interpretive Features”** means the physical features created and installed as a result of the Interpretation Works.

**“Land”** means the land described in Item 4 of the Schedule;

**“Maintenance”** means the continuous protective care of the Significant Fabric as specified in Item 7 of the Schedule and the continuous protective care of Interpretive Features;

**“Minister”** means the Minister responsible for the administration of the Act;

**“Owner”** means:

- (a) subject to clause 2.2(d), [REDACTED] for so long as [REDACTED] is the registered proprietor of the Land; and
- (b) the Owner or Owners of the Land from time to time, as the expression “owner” is defined in the Act;

**“Place”** means the place described in Item 1 of the Schedule;

**“Register”** means the Register of Heritage Places as defined in the Act;

**“Significant Fabric”** means the elements of Fabric specified in Item 2 of the Schedule, as may be amended from time to time by written agreement of the parties; and

“Use” means the functions of the Place as well as the activities and practices that may occur at the Place.

## **1.2 Interpretation**

In this Agreement, unless the contrary intention appears:

- (a) a reference to any statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws varying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute;
- (b) a covenant or agreement by more than one person binds, and is enforceable against, those persons jointly and each of them severally;
- (c) no rule of construction applies to the disadvantage of a party on the basis that the party was responsible for drafting this Agreement or any part of it;
- (d) a reference to this Agreement or any other document or instrument includes the Agreement, document or instrument (as the case may be) as varied or replaced, notwithstanding any change in the identity of the parties;
- (e) a reference to the Owner doing or refraining from doing anything includes a reference to the Owner causing a person to do, or causing a person to refrain from doing, that thing (as the case may be);
- (f) a reference to any thing is a reference to the whole and each part of it; and
- (g) words and phrases having defined meanings in the Act, unless otherwise defined in this Agreement, have the meanings so defined in the Act.

## **PART 2**

### **COMMENCEMENT, DURATION AND SCOPE OF THIS AGREEMENT**

#### **2.1 Commencement and Duration of this Agreement**

- (a) This Agreement is made pursuant to Section 29 of the Act and is conditional upon the Minister
  - (i) being satisfied that this Agreement is necessary for the purposes of, and complies with, the Act; and
  - (ii) certifying that fact upon each executed copy of this Agreement.
- (b) This Agreement commences on the Effective Date and shall be of permanent effect unless terminated with the written consent of the Council.

#### **2.2 Scope of this Agreement**

- (a) This Agreement:
  - (i) applies to the Land and the Place;
  - (ii) binds the Land and the Place; and
  - (iii) binds the Owner.
- (b) All of the obligations of the Owner under this Agreement dealing with development or use of the Land or any part of the Land or the conservation or care of any building, natural feature or other object on the Land are covenants made pursuant to section 29(10) of the Act and are intended to run with the Land.

- (c) The rights and obligations of the Owner under this Agreement are not assignable by the Owner without the prior written consent of the Council, which consent shall not be unreasonably withheld.
- (d) Subject to clause 2.2(e), on the person who is at the time the Owner (“**Outgoing Owner**”) transferring the whole of that person's interest in the Place to another person, the Outgoing Owner is released from all personal liability under this Agreement. For the avoidance of doubt, this clause 2.2(d) operates only to release the Outgoing Owner personally and does not release, vary or otherwise affect the obligations of the Owner under, or in connection with, this Agreement.
- (e) The provisions of clause 2.2(d) will not apply in respect of any liability or claim which arose prior to the date of registration of the transfer of the whole of the interest of the Outgoing Owner to another person.

### **PART 3 DEVELOPMENT, CONSERVATION AND INTERPRETATION**

#### **3.1 Conservation Plan**

The parties acknowledge that the Conservation Plan is the primary guiding document for the conservation and future use of the Place and should be read in conjunction with this Agreement as an essential reference document. For the avoidance of doubt, all express obligations on the Owner in this Agreement which are derived from the Conservation Plan are described in the Annexures.

#### **3.2 Conservation Works**

The Owner must undertake the conservation of the Place in accordance with the Conservation Policy and is required to carry out the Conservation Works, by the Construction Completion Date. All such works must be referred to the Council for advice prior to the works actually being undertaken.

#### **3.3 Development**

Unless approved in advance in writing by the Council, the Owner shall not:

- (a) carry out any Development;
- (b) without prejudice to the generality of clause 3.3(a), do or permit to be done anything on or in relation to the Place which adversely affects the cultural heritage significance or characteristics of the Place; or
- (c) sub-divide or make application to sub-divide the Land.

#### **3.4 Interpretation Concepts Plan**

The parties acknowledge that the Interpretation Concepts Plan is the primary guiding document for the interpretation of the Place and should be read in conjunction with this Agreement as an essential reference document. For the avoidance of doubt, all express obligations on the Owner in this Agreement which are derived from the Interpretation Concepts Plan are described in the Annexures.

#### **3.5 Interpretation Works**

- (a) The Owner will undertake the interpretation of the Place in accordance with the Interpretation Plan and will carry out the Interpretation Works.
- (b) Prior to the Owner undertaking Interpretation Works, the specific design, content, materials and placement of the resulting Interpretive Features

must be referred to the Council for approval. It is assumed by the parties that this will occur as part of the planning approval process.

- (c) Fabrication and installation of Interpretive Features shall be completed no later than the date agreed to by the Council and the Owner.

### **3.6 Maintenance**

The Owner shall ensure that

- (a) the Significant Fabric, as restored and adapted with the approval of the Council, is kept in a proper, safe and sound standard of repair and condition in all respects, in accordance with the Conservation Policy; and
- (b) Interpretive Features fabricated and installed with the approval of the Council, are kept in a proper, safe and sound standard of repair and condition in all respects.

### **3.7 Conservation Consultant**

The Owner must appoint a consultant approved in advance in writing by the Council to supervise the Conservation Works, Interpretation Works and any Development of the Place or other action which requires the approval of the Council under clause 3.3.

### **3.8 Reporting**

- (a) All reports required in this clause shall be prepared on behalf of the Owner by the consultant appointed pursuant to clause 3.7, or such other person with the necessary skills approved in writing in advance by the Council.
- (b) The Owner must ensure that a proper, detailed and comprehensive written report describing the completed Conservation Works is provided within 30 days after the Construction Completion Date.
- (c) The Owner must ensure that a proper, detailed and comprehensive written report is provided to the Council within 60 days after receipt of a written request from the Council for a report describing
  - (i) all Development, Conservation Works, Interpretation Works and Maintenance activities which the Owner has undertaken pursuant to this agreement since the later of the Effective Date or the date of any previous report;
  - (ii) the condition of the Significant Fabric at the time of the report; and
  - (iii) any other matters regarding the conservation of the Place as specified in the written request;provided that no more than one such report shall be required within any 12-month period.
- (d) In the event that the Council requires further information, detail, explanation or other clarification beyond that provided in a submitted report, the Council will notify the Owner in writing of the particular information required and the time in which the Owner is to provide that information, which shall not be less than 30 days from the date of receipt of the written notice from the Council.
- (e) The Owner's failure to provide any report or additional information required under this Clause 3.8 shall constitute an Event of Default.

### **3.9 Insurance**

- (a) The Owner will maintain an insurance policy with a reputable insurance company approved in advance in writing by the Council, sufficient to enable full and proper replacement, reinstatement or restoration of the Significant Fabric in the case of damage or destruction and provide a copy of such a policy and a Certificate of Currency to the Council. In the event of damage or destruction the Owner shall, using monies recovered from its insurance policy and its own monies, fully and properly replace, reinstate or restore the destroyed or damaged fabric.
- (b) In the event of a dispute between the parties as to whether replacement, reinstatement or restoration of the Significant Fabric is practical and feasible, following an occurrence of damage to or destruction of the Place, prior to seeking any legal remedies the parties will attempt to resolve the dispute through good faith negotiation and, if necessary, informal mediation facilitated by a neutral mediator acceptable to all parties to the dispute. The parties will each bear their own costs associated with any such negotiation or informal mediation.

### **3.10 Compliance with Statutes**

The provisions of this Agreement are in addition to the Act and any other written laws and nothing in this Agreement removes, limits or modifies the obligations on the Owner to comply with all relevant statutory and other requirements in connection with the Development of the Land, Conservation or Maintenance of the Place and/or installation or Maintenance of Interpretive Features, and the Owner is responsible for ascertaining the need for and obtaining all approvals, consents, licences and permits required for Development of the Land, Conservation or Maintenance of the Place and/or installation or Maintenance of Interpretive Features, including planning approvals and building permits, from all relevant bodies and authorities including the local authority.

## **PART 4 COUNCIL'S RIGHTS OF ENTRY AND POWERS OF INSPECTION**

### **4.1 Council's rights of entry and powers of inspection**

- (a) Subject to clause 4.1(b) the Council shall, through its nominated representative or nominated officer from time to time, have the power to enter the Place at reasonable times, and on reasonable prior notice, for any purpose related to the provisions of this Agreement, including without limitation to inspect the Place with a view to ensuring compliance with the provisions of this Agreement.
- (b) Subject to clause 4.1(c), the Council will comply with any reasonable requirement imposed by the Owner for the purpose of exercising the rights of the Council under clause 4.1(a).
- (c) The Owner must do all things necessary to enable the Council to exercise its rights of inspection as set out in clause 4.1(a), including without limitation, ensuring that reasonable access is provided to all parts of the Place and ensuring access to and use of any facility at the Place which is necessary to facilitate inspection.



## **PART 5 DEFAULT**

### **5.1 Events of default**

An Event of Default occurs if:

- (a) the Owner is in breach of, or does not comply with, any of its obligations under this Agreement and the breach or non-compliance continues for 30 business days, or such longer period as is reasonable for rectification having regard to the nature of the breach or non-compliance, after receipt of written notice from the Council to effect compliance; or
- (b) the Owner repudiates or commits a fundamental breach of this Agreement.

### **5.2 Rights and remedies of Council**

In the event any Event of Default occurs, the Council shall be entitled to exercise any one or more of the following powers:

- (a) through its agents, contractors or employees enter the Place and take such actions as are in the Council's opinion necessary to rectify the Event of Default (including attending to any construction or other works) together with or separately from;
- (b) any rights and remedies which may be available to the Council at law or in equity, including applying to the court for an order for specific performance, together with or separately from;
- (c) the rights, powers and remedies available to the Council under the Act,

and nothing in this Agreement limits or prejudices or shall hinder the exercise by the Council or the Minister or any other person of any of the rights, powers or remedies available to the Council, the Minister or that person under the Act if an Event of Default occurs, or any other event occurs which is a breach of any provision of the Act.

### **5.3 Land and Place at risk of Owner**

- (a) The Land and the Place shall remain at the risk of the Owner in all respects, notwithstanding any provisions in this Agreement dealing with the Development or maintenance of the Land or the Place. Without limitation, all Development and maintenance of the Land or the Place shall be conducted entirely at the risk of the Owner and the Owner shall, subject to clause 5.3(b), indemnify and keep indemnified and save harmless the Council, the Minister, the State of Western Australia and any of their respective servants or agents (each an '**Indemnified Party**') against all Damage incurred or suffered by any of them arising from or in connection with the Development, maintenance or occupation of the Land or the Place by the Owner or any person acting through, on behalf of, or under the direction of the Owner.
- (b) The indemnity provided by the Owner in clause 5.3(a) shall be reduced proportionately to the extent that it can be shown any Damage has been caused by a negligent or deliberately malicious act or omission by an Indemnified Party.

### **5.4 Interest on overdue money**

If the Owner becomes liable to pay any amount of money to the Council pursuant to this Agreement or arising from any matter the subject of this Agreement, the Owner shall pay to the Council interest on that amount from and including the due

date for payment of the amount to but excluding the actual date of payment of that amount. The interest is to be paid on demand by the Council, is to be calculated on daily balances, and is to be at the rate then payable on judgment debts pursuant to the provisions of the *Supreme Court Act (WA) 1935*.

## PART 6 NOTICES

### 6.1 Form of notices

Any notice, report or other communication which must be given, served or made under or in connection with this Agreement:

- (a) must be in writing in order to be valid;
- (b) is sufficient if executed by the Party giving, serving or making the notice, or if executed on such Party's behalf by any officer, director, attorney or solicitor having the authority to so act for such Party;
- (c) is sufficient, in the case of the Owner's obligations under clause 3.8, if executed by the relevant consultant appointed pursuant to clause 3.7;
- (d) will be deemed to have been duly served, given or made in relation to a person if it is delivered or posted by prepaid post to the address, or sent by facsimile or sent by email to the address of that person identified in clause 6.2 or at such other address or number as is notified in writing by that person to the other Parties from time to time; and
- (e) will be deemed to be served, given or made:
  - (i) if delivered by hand, on delivery;
  - (ii) if sent by prepaid post, on the second day after the date of posting;
  - (iii) if sent by facsimile, on receipt of a transmission report confirming successful transmission; and
  - (iv) if sent by email, on receipt of confirmation of successful delivery.

### 6.2 Address for notices

The details of each Party for the purposes of giving notice are as follows:

- (a) the **Council**: Heritage Council of Western Australia  
PO Box 7479  
Cloisters Square PO WA 6850  
Phone: (08) 6552 4000 Fax: (08) 6552 4001  
Email: info@stateheritage.wa.gov.au  
ATTENTION: Manager, Development Referrals

- (b) the **Owner**: [REDACTED]

Phone: (08) [REDACTED] Fax: (08) [REDACTED]  
Email: <email address>  
ATTENTION: <name or title of individual>

**PART 7  
GENERAL**

**7.1 Variation to be in writing**

No variation of this Agreement will be effective unless in writing and executed by the Council and the Owner.

**7.2 Governing Law**

This Agreement is governed by the Laws of the State of Western Australia and the parties submit to the jurisdiction of that State.

**7.3 Further assurances**

Each party shall do all things and execute all further documents as are necessary to give full effect to this Agreement.

**7.4 Extension of time by Council**

The Council may, at the Council's discretion and by written notice to the Owner, extend any time period for performance by the Owner of any of its obligations under this Agreement.

**7.5 Costs**

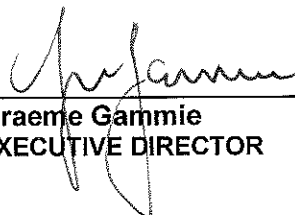
- (a) The Owner shall pay or reimburse the Council on demand for all costs and expenses incurred by the Council in relation to:
  - (i) the exercise or enforcement by the Council of any right, power or remedy under this Agreement, at law, in equity or otherwise; and
  - (ii) any act or omission by the Owner causing Damage to the Council, including (without limitation) the Council's legal costs and expenses.
- (b) Each party shall pay all its own legal costs and expenses in relation to the preparation, execution and stamping of this Agreement.

## THE SCHEDULE

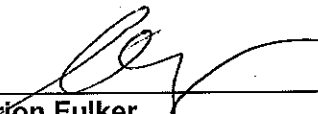
- Item 1: Place**  
Block One, a portion of *Midland Railway Workshops* (HCWA Place No. 3273), located at Yelverton Drive, Midland, and consists of:
- (a) the Land;
  - (b) all buildings, structures and works on the Land from time to time;
  - (c) significant machinery and objects identified in Annexure D; and
  - (d) any thing in connection with the Land, entered or deemed to be entered in the Register.
- Item 2: Significant Fabric**  
The Significant Fabric includes the elements specified in Section 7 of the Conservation Plan, "Levels of Significance", at pages 103-107, and the items of significant machinery and objects identified in Annexure D.
- Item 3: Conservation Policy**  
The Conservation Policy is described in Sections 8 and 9 of the Conservation Plan, "Policy Development" and "Conservation Policy", respectively, at pages 108-134.
- Item 4: Land**  
Lot 746 on Deposited Plan 70650 being the whole of the land contained in Certificate of Title Volume 2792 Folio 212.
- Item 5: Conservation Plan**  
*Midland Railway Workshops Block One (Building 47) Conservation Plan* prepared by Hocking Planning and Architecture (July 2011).
- Item 6: Conservation Works**  
The schedule of works described in Annexure A.
- Item 7: Maintenance**  
The schedule of maintenance activities described in Annexure B.
- Item 8: Interpretation Concepts Plan**  
*Midland Railway Workshops: Interpretation Concepts Plan* prepared by Stephen Carrick Architects Pty Ltd et al (August 2012).
- Item 9: Interpretation Works**  
The Interpretation Works described in Annexure C.

**EXECUTED AS A DEED**

THE COMMON SEAL of the HERITAGE COUNCIL OF WESTERN AUSTRALIA is affixed by authority of its Board in the presence of:

  
\_\_\_\_\_  
Graeme Gammie  
EXECUTIVE DIRECTOR



  
\_\_\_\_\_  
Marion Fulker  
CHAIRPERSON

21/3/13  
Date signed

3/4/13  
Date signed

THE COMMON SEAL of \_\_\_\_\_  
\_\_\_\_\_ is affixed by authority of its Board in the presence of:



\_\_\_\_\_  
Office held

\_\_\_\_\_  
Office held

\_\_\_\_\_  
Name of authorised person

\_\_\_\_\_  
Name of authorised person

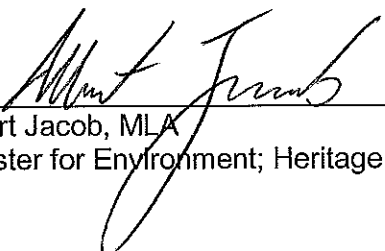
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Date signed

\_\_\_\_\_  
Date signed

**CERTIFICATE UNDER SECTION 32  
OF THE HERITAGE OF WESTERN AUSTRALIA ACT (WA) 1990**

I, the Hon. Albert Jacob, MLA, Minister for Environment; Heritage, hereby certify that this Agreement is necessary for the purposes of, and complies with, the *Heritage of Western Australia Act (WA) 1990*.

Dated the 17<sup>th</sup> day of April 2013.

  
\_\_\_\_\_  
Albert Jacob, MLA  
Minister for Environment; Heritage

## **Annexure A**

### **Conservation Works**

The following list of Conservation Works is based on Section 10 of the Conservation Plan, at pages 137 to 139.

#### **Works (to be completed within the period noted for each activity)**

1. Repair, de-scale, and rustproof external wall mounted machinery items. (Within five years of the Effective Date)
2. Retain existing railway lines and retain and fill or cover inspection pits below railway lines as development progresses within the building. (Within five years of Development Approval involving the relevant fabric)
3. Remove intrusive door and window opening in fills. Reconstruct as necessary. (Within five years of Development Approval involving the relevant fabric)
4. Make all floors and floor pits safe for public access in accordance with staging of development within the building. (Within five years of Development Approval involving the relevant fabric)
5. Investigate cracking at parapet level, where there is a marked reduction in wall thickness, and any other brickwork defects; stitch, repair and repoint as necessary. (Within 10 years of the Effective Date)
6. Test walls for salt residues and other contaminants. Remove by poultising or other approved method, to reduce damage to exposed faces of existing brickwork. (Within 10 years of the Effective Date)

## **Annexure B**

### **Maintenance**

The Programme below is derived from the Maintenance Program in Section 10 of the Conservation Plan at pages 135-136 and will form part of the maintenance regime for this place. The programme will be the responsibility of the Owner or the Owner's nominee. Should the property be sold the new proprietor shall nominate the person responsible for carrying out this maintenance schedule. The Heritage Council of Western Australia should be notified of any change of the person responsible.

This schedule is concerned with the significant heritage fabric and the presentation of the place. It does not aim to cover all the statutory requirements concerning plant and machinery. The required inspection of these items should form part of a broader more comprehensive schedule prepared by the proprietor or building manager.

This schedule should be regarded as provisional and should be adapted by mutual agreement to suit circumstance and experience. This schedule should be regarded as a minimum standard. The schedule should be adhered to in any period where the place is wholly or partially unoccupied.

It is not envisaged that structural monitoring of the building will be required. However, assessment and monitoring of internal and external wall and ceiling mounted and fixed machinery and plant will need to be undertaken regularly.

Should the place be subject to damage by fire, infestation, seismic or building activity or alteration of the foundation, an inspection of the building frame and affixed machinery by a qualified structural engineer will be required and any recommendations implemented.

#### **Periodic Maintenance Schedule**

- Assess structural integrity of external and internal wall-mounted machinery and attend to minor defects
- Report any defects, including broken windows and glazing and hardware, leaks in the roof, fallen or dislodged pieces of masonry, wood dust from termites etc.
- Check all fire fighting equipment and detection devices are in operational order and ensure all points of egress remain clear
- Check electrical systems, fittings and switchboards for safety reasons and attend to minor faults
- Check all plumbing services for leaks
- Check doors and windows hardware
- Inspect for termites and other potentially damaging pests; treat as necessary.
- Monitor metal window frames for rust; repair or construct damaged frames; rust proof frames as necessary.

#### **Annual Maintenance Schedule**

- Inspect exterior painted joinery and paint finishes for deterioration and repaint as necessary.
- Inspect roof cladding, flashings and rainwater goods, repair as necessary. Ensure that all gutters and downpipes are free of debris and flow freely.
- Inspect for rising damp or water penetration and repair immediately as necessary.
- Inspect structure for cracks and signs of movement and other failure and monitor.
- Rod all rainwater and soil drainage systems.
- Monitor internal and external signage and fixings for damage to significant fabric



## **Annexure C**

### **Interpretation Works**

Interpretation Works are described generally in the *Midland Railway Workshops Interpretation Concepts Plan* (August 2012) and the *Midland Railway Workshops Report on Machinery and Equipment Nodes for Interpretation* (2012), and shall be designed with the approval of the Council in consultation with the Metropolitan Redevelopment Authority (MRA) and fabricated and installed to the satisfaction of the Council.

Interpretation outcomes and objectives should be determined as new development and adaptive reuse is being planned for within the building, as well as inform design outcomes and be integrated into the staging of the new development. Proposals will align with the Interpretation Principles and relate to the endorsed central theme and sub-themes for the Workshops as set out in the Interpretation Concepts Plan. Designs will be based on the selection presented in the Design Concepts included in Interpretation Concepts Plan.

In addition to the interpretation required on extant fabric, machinery and associated equipment and fixtures, a minimum of 2 additional interpretive proposals need to be included in any new development that are derived from the suite of options included in the Design Concepts. Variations or alternatives to these established design concepts will be considered by mutual agreement as long as they still meet the Interpretation Principles, and relate to the endorsed themes and function and stories of the building.

The following specific works relate to interpretation requirements and outcomes for Block One as identified in the Section 10 of the Conservation Plan, at pages 137 to 139; the *Midland Railway Workshops Interpretation Concepts Plan* (2012) and the *Midland Railway Workshops Report on Machinery and Equipment Nodes for Interpretation* (2012).

#### **Works (to be completed within five years of Development Approval involving the relevant fabric)**

1. Fix securely and protect and conserve existing internal and external signs to be retained for interpretation.
2. Rationalise and remove redundant internal and external fittings and fixtures and make good revealed fabric
3. Document extant timber floor and under-floor extraction system in Bay 4 to facilitate interpretation of its fabric, layout and function as development progresses in the building.
4. Remove machinery and equipment not to be retained in the building and relocate any machinery identified for relocation within the building into appropriate node or other location.
5. Undertake conservation assessment of all machinery and equipment to be retained to ensure appropriate works are carried out and items are made safe for public viewing and traffic.
6. Check for termites and other pests, and make good timber tool and machinery cupboards to be retained.

## **Annexure D**

### **Significant Machinery and Objects**

Machinery, equipment and associated items that contribute to the cultural heritage significance of the Place and are to be retained are identified in the attached Table and Plan *Midland Railway Workshops: Block 1 Machinery and Equipment to be Retained* (February 2013).

MIDLAND RAILWAY WORKSHOPS: BLOCK 1  
MACHINERY AND EQUIPMENT TO BE RETAINED

Plant No	Machine Name	Current Location	Node	Proposed Lot Location	Future Location	Comment
307	Robinson of Rochdale PEDESTAL GRINDER	Bay 4 Columns 0-1	1B - Saw Doctor	Strata Lot 3	Retain in-situ	
327	J. A. Fay 4-SPINDLE BORING MACHINE and Rail Trolleys and Cupboard	Bay 4 Columns 7-8	1A - Wood Mill	Strata Lot 3	Retain in-situ	Remnant trolley line and 2 associated rail trolleys (also numbered #327) and cupboard to be kept with machine for interpretation
343	"Stuart Bell" MOTORISED BAND-SAW FILER	Bay 4 Columns 0-1	1B - Saw Doctor	Strata Lot 3	Retain in-situ	
349	TENONING MACHINE	Bay 4 Columns 3-4	1A - Wood Mill	Strata Lot 3	Retain in-situ	
1015	Robinson of Rochdale 4-SIDE PLANER/MOULDER	Bay 4 Columns 18-19	1A - Wood Mill	Strata Lot 2	Retain in-situ	
1169	Wadkin WOOD LATHE	Bay 4 Columns 7-8	1A - Wood Mill	Strata Lot 3	Retain in-situ	
2272	BUTT WELDER for BAND-SAW BLADES	Bay 4 Columns 0-1	1B - Saw Doctor	Strata Lot 3	Retain in-situ	
2323	Pickles -Ransome HORIZONTAL MORTICING M/C	Bay 4 Columns 7-8	1A - Wood Mill	Strata Lot 3	Retain in-situ	
2343	Pickles -Ransome 4-SIDE PLANER/ MOULDER and Cupboard	Bay 4 Columns 21-25	1A - Wood Mill	Strata Lot 2	Retain in-situ	Associated cupboard against south wall to be retained with machine for interpretation
2791	Loroch SAW SETTING & SHARPENING MACHINE	Bay 4 Columns 0-1	1B - Saw Doctor	Strata Lot 3	Retain in-situ	
3069	Lotze GULLETTING MACHINE	Bay 4 Columns 0-1	1B - Saw Doctor	Strata Lot 3	Retain in-situ	
3097	Saturn TOOL & CUTTER	Bay 4 Columns 0-1	1B - Saw Doctor	Strata Lot 3	Retain in-situ	
8140	Saw Doctor's EQUIPMENT ON SMALL WORKBENCH	Bay 4 Columns 0-1	1B - Saw Doctor	Strata Lot 3	Retain in-situ	
9070	White-Paisley machine	Bay 4 Columns 0-1	1B - Saw Doctor	Strata Lot 3	Retain in-situ	

MIDLAND RAILWAY WORKSHOPS: BLOCK 1  
MACHINERY AND EQUIPMENT TO BE RETAINED

Plant No	Machine Name	Current Location	Node	Proposed Lot Location	Future Location	Comment
<b>Machinery and Equipment to Retain In Situ or Relocate within Node</b>						
323	Robinson of Rochdale CIRCULAR SAW	Bay 4 Columns 18-19	1A - Wood Mill	Strata Lot 2	Retain in-situ or relocate within Node 1A	Has associated tool shelf between Columns 15-16 to be kept with machine if relocated. Could be partnered with 1704B - refer <i>below</i>
329	J. A. Fay 4-Column Fret Saw (or JIGSAW)	Bay 4	1A - Wood Mill	Strata Lot 3	Retain in-situ or relocate within Node 1A	
352	J. A Fay & Egan DISC/SPINDLE SANDER	Bay 4	1A - Wood Mill	Strata Lot 3	Retain in-situ or relocate within Node 1A	
1021	Robinson of Rochdale CUTTER GRINDER	Bay 4	1B - Saw Doctor	Strata Lot 3	Retain in-situ or relocate within Node 1B	
1161	Wadkin SAW FILING & SETTING MACHINE	Bay 4	1B - Saw Doctor	Strata Lot 3	Retain in-situ or relocate within Node 1B	
1704 (B)	Tangye SPACE HEATING STOVE	Bay 4	1A - Wood Mill	Strata Lot 2	Retain in-situ or relocate within Node 1A	
1706	Tangye SPACE HEATING STOVE	Bay 4	1A - Wood Mill	Strata Lot 3	Retain in-situ or relocate within Node 1A	
1936	WAGR made 8 -HEAD DRILLING MACHINE	Bay 4	1A - Wood Mill	Strata Lot 2	Retain in-situ or relocate within Node 1A	
2282	Wadkin SURFACE GRINDER	Bay 4	1B - Saw Doctor	Strata Lot 3	Retain in-situ or relocate within Node 1B	
2283	Wadkin TOOL & CUTTER GRINDER	Bay 4	1B - Saw Doctor	Strata Lot 3	Retain in-situ or relocate within Node 1B	

MIDLAND RAILWAY WORKSHOPS: BLOCK 1  
MACHINERY AND EQUIPMENT TO BE RETAINED

2324	White VERTICAL MORTICING MACHINE	Bay 4	1A - Wood Mill	Strata Lot 3	Retain in-situ or relocate within Node 1A
2358	White 5-WHEEL GRINDER for TOOL SHARPENING	Bay 4	1A - Wood Mill	Strata Lot 3	Retain in-situ or relocate within Node 1A
3217	Volmer MANUAL BRAZING MACHINE	Bay 4	1B - Saw Doctor	Strata Lot 3	Retain in-situ or relocate within Node 1B
3454	GMR GRINDER	Bay 4	1B - Saw Doctor	Strata Lot 3	Retain in-situ or relocate within Node 1B
3455	Foley T. C. TIPPED SAW-BLADE SETTER	Bay 4	1B - Saw Doctor	Strata Lot 3	Retain in-situ or relocate within Node 1B
8137	WOODEN SAW VYCE (SHORT)	Bay 4	1B - Saw Doctor	Strata Lot 3	Retain in-situ or relocate within Node 1B
8138	WOODEN SAW VYCE (LONG)	Bay 4	1B - Saw Doctor	Strata Lot 3	Retain in-situ or relocate within Node 1B
8139	LONG BALANCE ARM	Bay 4	1B - Saw Doctor	Strata Lot 3	Retain in-situ or relocate within Node 1B
8141	SHAPER BLADES in FITTED WOODEN CUPBOARD	Bay 4	1B - Saw Doctor	Strata Lot 3	Retain in-situ or relocate within Node 1B

MIDLAND RAILWAY WORKSHOPS: BLOCK 1  
MACHINERY AND EQUIPMENT TO BE RETAINED

Plant No	Machine Name	Current Location	Mode	Proposed Lot Location	Future Location	Comment
1016	Sturtevant CENTRIFUGAL DRIVE FAN & MOTOR	Bay 4 Internal/External	1C - Dust Extraction	Strata Lot 3 & Common Property	Retain in-situ	Accessed via door on south wall to semi-basement additions
1016A	Sturtevant FAN CUPBOARD	External -south	1C - Dust Extraction	Strata Lot 2 & Common Property	Retain in-situ	Located external on south-facing wall along Woodmill Lane
1022	Sturtevant CENTRIFUGAL DRIVE FAN & MOTOR	Bay 4 Internal/External	1C - Dust Extraction	Strata Lot 3 & Common Property	Retain in-situ	Accessed via door on south wall to semi-basement additions
1965	Sturtevant DUST EXTRACTION FAN	Bay 4 Column 25	1C - Dust Extraction	Strata Lot 1 & 2	Retain in-situ	Upper Level below trusses
2367	SAWDUST COLLECTION 'CYCLONES' x 2	External -south wall Columns 19-26	1C - Dust Extraction	Common Property	Retain in-situ	2 parts located external on south-facing wall along Woodmill Lane
8011	Mather & Platt/Grinell SPRINKLER SYSTEM	Bay 4 Column 10 on south wall	1A - Wood Mill	Strata Lot 3	Retain in-situ	Will need to be presented so as to make obvious it is a decommissioned sprinkler system
8012B	TROLLEY LINE TURNABLES x 2	Bay 4 Columns 26-27 & 10-11	1A - Wood Mill	Common Property	Retain in-situ	Embedded in ground
8021	UNDER-FLOOR DUST EXTRACTION SYSTEM	Bay 4 Columns 1-9	1C - Dust Extraction	Strata Lot 3	Retain in-situ	Surface expression of timber planking and metal/timber hoods to be interpreted
8029D	LINESHAFT REMNANTS (Bolt Holes & Bracket)	Bay 4	1A - Wood Mill	Strata Lot 3	Retain in-situ	Upper Level below trusses
8142B	FLOOR STUDS for Measuring Band-Saw Blades	Bay 4 Columns 0-1	1B - Saw Doctor	Strata Lot 3	Retain in-situ	Small steel tags nailed into cement floor
8190A	Kinnear STEEL-SLAT ROLLER SHUTTER DOOR	Bay 4 Column 3-4 south wall	1A - Wood Mill	Strata Lot 3	Retain in-situ	Also recommended to be retained in Conservation Plan (Hocking, 2011) as last remaining original roller door in Block 1.

MIDLAND RAILWAY WORKSHOPS: BLOCK 1  
MACHINERY AND EQUIPMENT TO BE RETAINED

Plant No.	Machine Name	Current Location	Node	Proposed Lot Location	Future Location	Comment
<b>Small and/or moveable items to be retained in/returned to the building and/or in a node</b>						
327	RAIL TROLLEYS X 2	Bay 4	1A - Wood Mill	Strata Lot 3	Retain with Machine #327 in-situ	To be presented/displayed on remnant trolley line associated with #327
8092	3-LEGGED CAST-IRON STAND	Bay 4	1A - Wood Mill	Strata Lot 3	Retain with Machine #1169 in-situ	To be presented/displayed near to #1169
8097	Long handled CARPENTER'S CLAMPS	Guard House storage	1A - Wood Mill	Strata Lot 2 or 3	Node 1A - Wood Mill	To be returned to Block 1 for display within Node 1A after redevelopment
8142A	SET of ROLLERS used to hold Band Saw Blades	Bay 4	1B - Saw Doctor	Strata Lot 3	Retain in-situ	
8145	HAND PALLETS/STRETCHERS	Block 3	1A - Wood Mill	Strata Lot 2 or 3	Node 1A - Wood Mill	To be returned to Block 1 for display within Node 1A after redevelopment Conservation required.
8149	WOODWORKING POSTERS	Bay 4	1B - Saw Doctor	Strata Lot 3	1B - Saw Doctor	Duplicates to be made from originals for display and originals stored in repository for safe-keeping
MT861	Westcrane OVERHEAD GANTRY CRANE	Bay 1 Column 9	n/a	Strata Lot 3	West end between Columns 0-1	
MT801	OVERHEAD GANTRY CRANE	Bay 2 Column 9	n/a	Strata Lot 3	West end between Columns 0-1	
MT805	Eilbeck OVERHEAD GANTRY CRANE	Bay 3 Column 10	n/a	Common Property	Western Accessway	

