

# HERITAGE COUNCIL OF WESTERN AUSTRALIA

and

# HERITAGE AGREEMENT

Toodyay Fire Station, 105 - 107 Stirling Terrace, Toodyay

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# HERITAGE AGREEMENT

# Toodyay Fire Station, 105 – 107 Stirling Terrace, Toodyay



THIS AGREEMENT is made on the 31st day of OCTOBER 2005 between the following parties:

- HERITAGE COUNCIL OF WESTERN AUSTRALIA a corporate body established pursuant to the Heritage of Western Australia Act (WA) 1990, of 108 Adelaide Terrace, East Perth, Western Australia 6004 (the "Council"); and
- of 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; to facilitate development that is in harmony with cultural heritage values; and to 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 is entered in the Register of Heritage Places on a permanent basis pursuant to the Act.
- 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 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:

"this 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 4 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:

- (a) in the case of "Immediate Action" as described in the Conservation Works, the date within 2 years after the Effective Date of this Agreement; and
- (b) in the case of "Medium Term Action" as described in the Conservation Works, the date within 5 years after the Effective Date of this Agreement;
- (c) in the case of "Long Term Action" as described in the Conservation Works, the date within 5-10 years after the Effective Date of this Agreement;

#### "Construction Period" means:

- (a) the period commencing on the Effective Date and expiring on the relevant Construction Completion Date; or
- (b) any longer period agreed between the Council and the Owner in writing;

"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;

"Effective Date" means the date on which this Agreement is sealed by the Council;

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

"Land" means the land described in Item 3 of the Schedule;

"Maintenance" means the continuous protective care of the Significant Fabric as specified in Item 7 of the Schedule;

"Minister" means the Minister responsible for the administration of the Act;

#### "Owner" means:

- (a) subject to clause 2.2(d),
  , for so long as 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 and has the same meaning as in the Act;

"Significant Fabric" means those parts of the Fabric specified in Item 2 of the Schedule;

"Use" means the functions of the Place as well as the activities and practices that may occur at the Place;

and

words and expressions having defined meanings in the Act, unless otherwise defined in this clause, have the meanings so defined in the Act.

#### 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 rules of construction apply to the disadvantage of a party on the basis that that party was responsible for the preparation of 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); and
- (f) a reference to any thing is a reference to the whole and each part of it.

# PART 2 COMMENCEMENT, DURATION AND SCOPE OF THIS AGREEMENT

## 2.1 Commencement and Duration of this Agreement

Subject to the provisions of this Agreement, this Agreement commences on the Effective Date and shall be of permanent effect unless terminated with the prior 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 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 AND CONSERVATION

#### 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

- (a) Subject to clause 3.2(b), 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.
- (b) The Council and the Owner acknowledge that those Conservation Works described as "Medium Term Action" and "Long Term Action" are desirable actions that would benefit the ongoing conservation of the Place, although the Council agrees that the Owner is not under any obligation pursuant to this Agreement to carry out the "Medium Term Action" and "Long Term Action" Conservation Works.

## 3.3 Development

The Owner shall not:

- (a) carry out any Development; or
- (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;

except as permitted by clause 3.2 or as otherwise approved in advance in writing by the Council.

#### 3.4 Maintenance

- (a) The Owner shall ensure that 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.
- (b) Without limitation to clause 3.4(a), the Owner shall undertake the Maintenance.

#### 3.5 Conservation Consultant

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

# 3.6 Reporting

## (a) Reports to be Prepared by Consultant

All reports required in this clause 3.6 shall be in writing and prepared on behalf of the Owner by the consultant appointed pursuant to clause 3.5, or such other person with the necessary skills and experience that is approved in writing by the Council.

## (b) Reports to be Acceptable to Council

- (i) The Council shall consider all reports provided to it under this clause 3.6 and provide written notice to the Owner within 21 days of receipt of the report, indicating whether the report is acceptable or whether the report requires further information, detail, explanation or such other clarification as is reasonably required by the Council.
- (ii) In the event that the Council requires further information, detail, explanation or other clarification, the Owner shall ensure that a revised report is provided within 21 days of receipt of written notice from the Council, or within such other reasonable period nominated in writing by the Council.

#### (c) Annual Reports

The Owner must ensure that a proper, detailed and comprehensive written report is provided to the Council on a date which is 12 months after the Effective Date, and thereafter on every anniversary of the Effective Date during the currency of the Agreement. The report must set out the following information:

- the Maintenance and other activities which the Owner has undertaken pursuant to clause 3.4 since the Effective Date, or the date of the previous report, as the case may be;
- (ii) the Conservation Works which the Owner has undertaken since the Effective Date or the date of the previous report, as the case may be;
- (iii) the Development and other activities which the Owner has undertaken, if any, pursuant to clause 3.3 since the Effective Date, or the date of the previous report, as the case may be; and
- (iv) the condition and state of the Significant Fabric at the time of writing the report.

# (d) Reports on Conservation Works

The Owner must ensure that a proper, detailed and comprehensive written report which sets out the Conservation Works that have been undertaken since the date of any report provided pursuant to clause 3.6(c) is provided on the following dates:

- (i) not later than 30 days after the "Immediate Action" Conservation Works are completed;
- (ii) not later than 30 days after the "Medium Term Action" Conservation Works are completed; and
- (iii) not later than 30 days after the "Long Term Action" Conservation Works are completed.

#### 3.7 Insurance

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.

# 3.8 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, and the Owner is responsible for obtaining all approvals consents and licences required for Development of the Land, including planning approvals and building licences, 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

- (a) An Event of Default occurs if:
  - (i) 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 days, or such longer period as is reasonable for rectification having regard to the nature of the breach or noncompliance, after receipt of written notice from the Council to effect compliance; or
  - (ii) 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 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 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

- 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;
  - is sufficient if executed by the Party giving, serving or making the notice or on its behalf by any attorney, director or secretary, or solicitor of such Party;
  - (c) is sufficient, in the case of the Owner's obligations under clause 3.5, if executed by the relevant consultant appointed pursuant to clause 3.4;
  - (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 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) in the case of prepaid post on the second day after the date of posting;
    - (ii) in the case of facsimile on receipt of a transmission report confirming successful transmission;
    - (iii) in the case of email on receipt of a delivery confirmation confirming successful delivery; and
    - (iv) (in the case of delivery by hand) on delivery.
- 6.2 The details of each Party for the purposes of giving notice are as follows:
  - (a) the Council:

Heritage Council of Western Australia PO Box 6201 East Perth WA 6892

Attention: Manager, Conservation & Assessment

Phone: (08) 9221 4177 Fax: (08) 9221 4151 (b) the **Owner**:



### 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 the Council's costs and expenses 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

Toodyay Fire Station, which is situated at 105 – 107 Stirling Terrace, Toodyay and consists of:

- (a) the Land described in Item 4;
- (b) all buildings, structures and works on the Land from time to time; and
- (c) any thing in connection with the Land, entered or deemed to be entered in the Register.

Item 2:

Significant Fabric

The Significant Fabric is described in Annexure A.

Item 3:

**Conservation Policy** 

The Conservation Policy is described in Annexure B.

Item 4:

Land

Lot 211 on Deposited Plan 30381, being the whole of the land comprised in Certificate of Title Volume 880 Folio 86.

Item 5:

Conservation Plan

Toodyay Fire Station – Conservation Plan prepared by Considine and Griffiths Architects Pty Ltd for the Fire and Rescue Service of Western Australia, April 1999.

Item 6:

**Conservation Works** 

The schedule of works described in Annexure C.

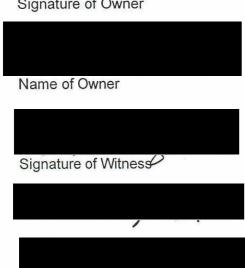
Item 7:

Maintenance

The schedule of maintenance activities described in Annexure D.



### **EXECUTED AS A DEED**



Name and Address of Witness

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

I, The Hon. Francis Logan, MLA, Minister for Housing & Works; Heritage; Assisting in Planning & Infrastructure, hereby certify that this Agreement is necessary for the purposes of, and complies with, the *Heritage of Western Australia Act (WA)* 1990.

Dated the NINGH

day of NOUSTBOR

2005.

Minister for Housing & Works; Heritage; Assisting in Planning & Infrastructure

# Annexure A

# Significant Fabric

Taken from Part 6 Graded Zones and Elements of Significance in Conservation Plan.

# 6.0 GRADED ZONES AND ELEMENTS OF SIGNIFICANCE

#### 6.1 GENERALLY

Toodyay Fire Station has been assessed as a place of some significance and has been recognised by the local government as having such value in their Municipal Inventory. It is on the Fire and Emergency Sevices Authority of Western Australia Heritage Inventory and it is listed on the National Trust of Western Australia's Inventory of Significant Buildings of the 1930s in Western Australia. It is recommended that the place be included in the Register of Heritage Places; see Figure 13 for recommended curtilage. In so far as it is possible, this section endeavours to consider the place and its constituent parts for the purposes of grading zones and elements of significance.

For the purposes of informing conservation policy, the elements of the *Toodyay Fire Station* have been graded into levels of significance using the terms and definitions listed below:

#### EXCEPTIONAL SIGNIFICANCE (ES)

Items of exceptional significance would warrant inclusion on any register of heritage places; conservation essential.

# CONSIDERABLE SIGNIFICANCE (CS)

Items of considerable significance would warrant inclusion on any register of places of significance; conservation highly recommended.

#### SOME SIGNIFICANCE (SS)

This is the threshold for entry onto the Heritage Council's (WA) Register of Heritage Places, The Australian Heritage Commission's Register of the National Estate, or the National Trust of Australia (WA) Classified List. These areas are extremely important in terms of the place and should be conserved if the place is to retain its meaning and significance; conservation recommended.

#### LITTLE SIGNIFICANCE (LS)

This category can include additions and alterations made to accommodate changing requirements. They tend to be expedient and ephemeral, and their impact upon the place ranges from neutral to moderately intrusive. Where necessary, they can be altered for adaptive or other conservation works; conservation not essential.

#### INTRUSIVE (I)

This rank includes items which, in their present form, have an adverse affect upon the significance of the place. These elements should be removed when the opportunity arises, or when the element is no longer required, unless their removal is identified as an urgent matter.

The purpose of establishing zones of significance is to relate appropriate conservation policies to them.

#### 6.2 ZONES OF SIGNIFICANCE

The context of the *Toodyay Fire Station* has not altered significantly during the period since its construction; consequently its relationship with the main street, Stirling Terrace, remains intact. The few changes to the setting have been the upgrading of existing facilities and an improvement to the road and pavement. The immediate buildings were all in existence at the time of its construction. The principal changes have been the removal of the appliances to the western side of the building to a new addition, the extension of the bathroom and original appliance room's reuse as a training centre.

## **Exceptional Significance**

There are no zones of exceptional significance.

# Considerable Significance

There are no zones of considerable significance.

# Some Significance (Threshold for inclusion in the Register of Heritage Places)

The Fire Station in its street setting.

### Little Significance

1986 appliance room.

#### Intrusive

The Colorbond shed and barbecue area.

#### 6.3 ELEMENTS OF SIGNIFICANCE

#### **Exceptional Significance**

There are no elements of exceptional significance.

#### Considerable Significance

There are no elements of considerable significance.

# Some Significance

The brick facade of the building and the original corrugated sheet walls to the rear, along with the floor and roof structures. The front ramp and its retaining walls. The jarrah awning windows and fittings, and the four panel doors display the joinery techniques of the period. Fences, path to the east of the building, and externally mounted siren. The Honour Boards and any other movable sentimental pieces that relate directly to the Toodyay Fire Station.

#### Little Significance

Roller doors, flush doors, switches and GPOs, fibre board walls, current radio mast cove cornices, galvanised corrugated iron shed to rear and its component paths.

#### Intrusive

Concrete floors and tiling, vinyl floor finishes, aluminium doors, roller doors, and windows, Colorbond shed, stone retaining wall and steps, brick paving to the front of the building and barbecue.

#### 6.4 CONCLUSION

The schedules in the appendix and the above summary demonstrate that the majority of zones and elements of *Toodyay Fire Station* have some significance and a high degree of authenticity. The elements of little significance have been executed in a sympathetic manner using materials and techniques that both identify themselves as later work, and remain in keeping with the original fabric. The intrusive elements should be removed when possible or when no longer required.

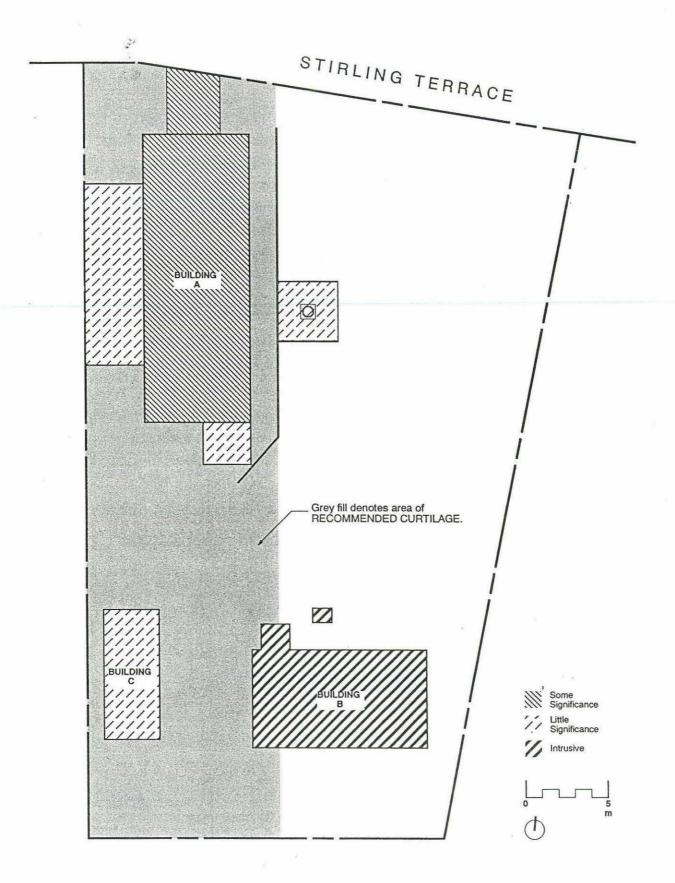


Figure 13 Drawing S3. Toodyay Fire Station. Recommended Curtilage and Zones of Significance. Considine and Griffiths, January 1999.

# Annexure B

# **Conservation Policy**

Taken from Part 7 Conservation Policy and Part 8 Policy Implementation in Conservation Plan.

## 7.0 CONSERVATION POLICY

#### 7.1 INTRODUCTION

The Statement of Significance confirms that the place is of some significance and supports inclusion of the place in the Heritage Council of Western Australia's Register of Heritage Places. Based on the Statement of Significance and the identification of zones and elements of significance, the Conservation Policy section seeks to define the extent to which it is necessary to retain, reveal and conserve the remaining fabric in order to maintain the identified cultural heritage values.

### 7.1.1 MAJOR ISSUES IN THE POLICIES

The policies derive from the cultural heritage significance of the place, its physical condition, external requirements, consideration of the owner's requirements, a discussion of compatible uses and any other issues that may impact upon the conservation of the heritage values of the place. The policies also contemplate future change.

#### 7.1.2 KEY POLICY STATEMENTS

Toodyay Fire Station is a place of some cultural heritage significance. It follows that it requires protection and careful conservation to conserve all its heritage values. It has survived since 1938 with little diminution of its authentic fabric or setting.

The building retains a high degree of authenticity and should therefore be treated with great care. That the remaining evidence is so complete is more good fortune than the result of a deliberate minimal maintenance program. With the recognition of its significance, the consistent use of professional advice will be extremely important in properly conserving and regularly maintaining the building in order to conserve its heritage value. Advice should be sought from recognised conservation professionals. It is very important to do as much as necessary and as little as possible to the building to conserve the fabric, important physical evidence and patina of the fire station.

#### Key Policies

A. Conserve the significant elements of the original fire station within its streetscape context. Further development on the remainder of the site is acceptable, but must retain the cultural heritage significance of the place.

- B. The key elements of significant fabric of the fire station must be preserved. In particular, the exterior and the interior elements of the main appliance room (A01).
- C. While it is preferable that contents that form part of the cultural significance remain insitu, they may be in the event of the Fire & Rescue Services being relocated.
- 7.2 POLICIES ARISING FROM THE CULTURAL SIGNIFICANCE OF THE PLACE

# 7.2.1 PROCEDURAL CONSTRAINTS ARISING OUT OF THE BURRA CHARTER

Given the acknowledged cultural heritage significance of *Toodyay Fire Station*, expressed through the Statements of Significance, identified in the Zones and Elements of Significance and the consequent importance of its conservation, the following policies from the *Australia ICOMOS Burra Charter* are recommended: -

- Future conservation must be focused on the retention of the cultural heritage significance of the place and must include the provision for its security, its maintenance and its future.<sup>100</sup>
- 2. Future conservation of Toodyay Fire Station should be based on respect for the existing significant fabric and should involve the least possible physical intervention in the significant fabric and not distort the evidence provided by the fabric.<sup>101</sup>
- 3. Conservation of Toodyay Fire Station should take into consideration all aspects of its cultural heritage significance without unwarranted emphasis on any one aspect at the expense of others.<sup>102</sup>
- 4. The conservation of Toodyay Fire Station requires the maintenance of an appropriate visual setting and no new construction, demolition or modification should be allowed which would adversely affect the setting. 103 See recommended curtilage in Figure 13.

<sup>100</sup> ICOMOS Burra Charter, Article 2.

ibid. Article 3

ibid. Article 5

ibid. Article 8

5. The removal of significant contents that form part of the cultural significance is unacceptable unless it is the sole means of ensuring their security and preservation. Such items must be returned should changes in circumstances make this practicable.<sup>104</sup>

6. Conservation practices associated with the conservation process must be carried out under appropriately qualified professional direction, preferably under the direction of an architect with suitable qualifications and experience in conservation works.<sup>105</sup>

ibid. Article 10

ibid. Article 27

# 7.2.2 PROCEDURAL CONSTRAINTS ARISING OUT OF THE STATEMENT OF SIGNIFICANCE

The following parameters are stated as guiding principles upon which the conservation policy and plan has been developed in addition to the requirements outlined in 7.2.1 above.

7. The buildings, elements and zones identified as being of significance should be conserved in accordance with the conservation policy set out in this study.

Conservation policies have been drawn up for zones and elements of all levels of significance, as identified in Section 6, and they should be followed when works are proposed and undertaken in the future. These policies relate to all processes of conservation for any intended use (refer 7.2.4 below). Essential repair and maintenance works have been identified and are summarised in this report and detailed in the inspection schedules. Reference should be made to the gradings of significance in determining the scope and extent of any proposed works.

8. Those factors that have been identified in the statements of significance as contributing to the significance of the place must form the basis of conservation of the place.

In proposing any conservation works, consideration must be given to the likely impact of the proposals on the cultural significance of the place, as identified in the Statement of Significance. Refer also to 7.2.4 below.

 All works that may have an impact on the Cultural Significance of the place must be carried out with regard to the principles of the Australia ICOMOS Charter for the Conservation of Places of Cultural Significance (The Burra Charter).

Refer to policies 1 - 6: Procedural Constraints Arising out of the Burra Charter

10. All periods of construction (including significant fittings) should be respected and any proposed works considered with regard to the documentary and physical evidence. Due regard should be given to the relative significance of each of the major component parts.

The most important elements of the remaining building relate to the original use of the building as a fire station. As the documentary and physical evidence demonstrates, the surviving buildings have not undergone major refurbishment or reconstruction only minor alterations and adaptations, with the exception of the rescue trailer garage. The garage is utilitarian in nature and has low aesthetic value. 7.2.4 below clarifies the degree of significance required to warrant the retention and conservation of elements that were not part of the original and most significant construction campaign.

# 7.2.3 OPPORTUNITIES ARISING OUT OF THE STATEMENT OF SIGNIFICANCE

11. The opportunity for reconstruction of missing elements should be realised, where possible, where clear evidence exists to enable this to be accurately undertaken, provided there are relevant skills available to implement such proposals.

Opportunities for interpreting or reinstating missing elements may become apparent during investigative works carried out as a part of conservation works or as further documentary evidence is discovered. For example the reinstatement of the original pattern front doors would enhance the reading of the original section of the building.

12. The opportunity for removal of intrusive elements should be realised, where possible, to reveal significant fabric.

For example, the opportunity exists to remove concrete floors to the rear of the station and for the removal of 1986 appliance space, later sheds, barbecue, brick paving and the like, if they are no longer required.

13. The opportunity to investigate and reinstate previous decorative finishes should be realised, where possible.

For example, the opportunity exists to research early exterior and interior paint colours by means of paint scrapes or microscopic study. The execution of colour scrapes may be interpreted by returning the rooms to their original colours or by means of interpretative panels which expose 'paint ladders' but allows the rest of the room to be decorated to suit its current use. Either strategy may be appropriate according to circumstance. The removal of the paint from the external brickwork and plaque, together with the reinstatement of the original render colour would be beneficial in terms of treatment of finishes.

1

A 'paint ladder' is a progressive series of paint scrapes that reveal the sequence of paint colours used at a particular location

# 7.2.4 POLICIES ARISING OUT FROM THE GRADED ZONES OF SIGNIFICANCE

Refer to sections 6.2 and 6.3.

## Zones Of Exceptional Significance

14. The fabric of spaces or elements of exceptional significance should be preserved or restored in such a way as to demonstrate their significance.

There are no zones of exceptional significance.

### Zones of Considerable Significance

15. The significant fabric of spaces or elements of considerable significance should be preserved, restored or reconstructed as appropriate. Reconstruction is desirable provided sufficient detailed information is available.

There are no zones of considerable significance.

#### Zones of Some Significance

16. The fabric of spaces or elements of some significance should be preserved, restored or reconstructed as appropriate.

Adaptation is acceptable to the extent of installing reversible small fixtures, services and partitions, providing this does not affect the external or internal appearance of the building. Discrete structural additions and openings can be made and new or different finishes are acceptable, provided these do not obscure or damage the important evidence of significant materials and finishes or compromise future conservation works. Any alterations to the building fabric should be documented.

## Zones of Little Significance

17. The fabric of spaces or elements of little significance may be retained or removed depending on the future use requirements.

Care should be taken to ensure that any such works to zones or elements of Little Significance do not detract from the significance of the adjoining spaces or elements. Before removal, ensure that a comprehensive photographic and written record of the element to be removed is completed.

#### Intrusive Zones

18. Intrusive spaces or elements that have been identified as detracting from the significance of the place should be removed and or replaced with more appropriate detailing as the opportunities to do so arise.

Any proposed removal needs to be assessed against other considerations, such as function and economics, before implementation. Before removal/demolition ensure that a comprehensive photographic and written record of the element to be removed is completed.

#### 7.2.5 INTERPRETATION

19. In its current state, Toodyay Fire Station is a readily interpreted building. Central to this is the retention of its signage 'FIRE STATION' and the plaque from the opening ceremony. Any new signage, such as a brief history of the Fire Station, must be visually accessible to the public at all times. It should be professionally prepared.

Interpretative material such as external signage at the property boundary would be sufficient if the place is not to be made accessible to the public. Removing the paint from the plaque would make it more legible and allow the plaque to be a part of the interpretation.

Should the fire station cease to be an operational entity, signage may be required to clarify that this is the historic firestation and that the operational service has been relocated. The sign could include address and contact details of the operational service.

20. Interpretative signage describing conservation works in progress should be provided where the works are publicly funded.

Funds for interpretive material describing conservation works in progress should be allocated as a part of budgeting for works where these works are publicly funded through Lotteries Commission, Heritage Council or other conservation funding, should conservation works receive such funding. Under the current ownership regime, funding would not be available and will not be available from these sources until ownership passes from the public authority or the Crown to a private owner or community ownership.

21. Permanent interpretation of significant elements and rooms should be sited in selected locations if the place is made available for public access.

This strategy gives the opportunity for additional passive or interactive interpretation in relevant locations. Should the place be acquired for a purpose where public access is encouraged, such interpretation will be relevant.

22. Interpretative material should be professionally designed and manufactured and should be based upon documentary, physical and archaeological evidence.

If public access is allowed and interpretation becomes an important part of the presentation of the place, it is important that it is done at professional level.

From documentary evidence, it is clear that there are no other buildings on the site, and that any archaeological material is likely to be in the form of archaeological scatters.

23. Interpretation should link Toodyay Fire Station to other related sites, together with the early development of the district.

Where stories can be linked, it is beneficial, adding interest to the interpretation of the place and to develop the relationship and possibly visitation of related places. The Shire should be involved in the interpretation. The extent of this should be in assisting in telling the story of the context of the development of the district and the interrelation of *Toodyay Fire Station* to other important heritage sites in the Shire. Interpretation should also link the station into the story of the development of the service across the State.

- 7.3 POLICIES ARISING FROM THE PHYSICAL CONDITION OF THE PLACE
  - 24. Pest control inspections should be implemented on a regular basis and any treatment required should be executed within the recommended time frames.

Such inspections are required to maintain the fabric of the building and should be undertaken regularly. Particular attention should be paid to ensuring that voids are not infected with vermin and that termite or other wood boring insects are not present in timber.

25. All hazardous materials (eg. Asbestos) must be handled with due care and attention and in accordance with Government Standards and Worksafe regulations.

This is necessary to comply with legal requirements and general good practice standards for the health and safety of employees and tradesmen. Some walls and ceilings contain asbestos and should be treated with care when being removed. The roof sheeting contains asbestos.

- 26. Regular maintenance and repair of the elements of Toodyay Fire Station should continue to be carried out having due regard to the significance of the fabric and this conservation policy.
- 27. A maintenance plan should be devised that sets out a programme of regular inspections, maintenance and repair works. The plan should include specific direction on the manner in which work is to be undertaken, in particular where replacement work is involved.

This plan should be drawn up after *Toodyay Fire Station* has passed to its new owners and should be professionally prepared and take into account the resources of the owner and the relative importance of the various tasks. The inspections should be based on the provisional periodical inspection schedule suggested in Appendix ii.

28. Large maintenance programmes that are likely to involve works that may impinge on heritage values should be undertaken by a suitably qualified and experienced Conservation Architect who may engage specialist conservators as required.

#### 7.4 EXTERNAL REQUIREMENTS

# 7.4.1 CURRENT HERITAGE LISTINGS

Vyonne Geneve listed *Toodyay Fire Station* on the inventory of Significant Buildings of the 1930s in Western Australia in 1994 for the National Trust of WA as part of a National Estate Grants Program.

In the Fire and Emergency Sevices Authority of Western Australia Heritage Inventory: Summary of Findings by Green and Williams (1997) *Toodyay Fire Station* 

is one of seventeen sites listed as eligible for entry in the Register of Heritage Places.

It is listed on the Shire of Toodyay Municipal Inventory of Heritage Places, reference number 60, August 1998, with a management category level of 3, which recommends retention and conservation.

#### 7.4.2 STATUTORY REQUIREMENTS

29. The provisions of the Toodyay Town Planning Scheme, Building Code of Australia and Health Act apply, as with any building.

Should the Heritage Council of Western Australia register the building, this will impact upon its development. Unlike other acts and regulatory devices, the Heritage of Western Australia Act 1990 binds the Crown. Where compliance with a regulation or by-law would compromise the heritage value of the building the Heritage Council's advice should be sought. The Heritage Council may be able to assist in relaxing conditions where it is sufficiently important to do so.

30. Attention is drawn to the requirements of the Aboriginal Heritage Act 1972-80 and the need for notification of materials that are discovered that come under the control of the Act.

There is no evidence to suggest any significance to aboriginal people, but that does not preclude the necessity to abide by the act in the event of material of significance to aboriginal people being discovered on the site.

- 7.5 REQUIREMENTS AND RESOURCES OF THE CLIENT, OWNER, OCCUPANTS AND OR USERS
- 7.5.1 CONSTRAINTS AND OPPORTUNITIES ARISING FROM THE REQUIREMENTS, RESOURCES AND EXPECTATIONS OF THE CLIENT.

The present owner of *Toodyay Fire Station* is the Fire and Emergency Sevices Authority of Western Australia. It is intending to dispose of the property on the open market as part of the first stage of the Government Heritage Property Disposal Policy process. The land upon which the significant elements stand may be subject to a heritage agreement binding the future owner to the conservation of the place to acceptable standards and requiring the completion of identified urgent works within a specific timeframe. The Heritage Council will decide whether or not a Heritage

Agreement is necessary to ensure the conservation of the place. It is a recommendation of this conservation plan that a heritage agreement be prepared.

31. A Heritage Agreement is recommended prior to disposal, which commits future owner/s in perpetuity to the conservation of the place and to undertaking specified works within a timeframe.

Toodyay Fire Station will be subject to the Government Heritage Property Disposal Policy process. The Fire and Rescue Service as part of the process will be required to refer Toodyay Fire Station to the Heritage Council for its advice, and the Heritage Council will ultimately decide whether or not a Heritage Agreement is warranted. The Heritage Agreement should be primarily concerned about the conservation of the significant area of the site; that is the area or curtilage recommended for inclusion in the Register of Heritage Places. If registered, the Heritage Council will use this Conservation Plan to assess work proposals.

32. When seeking to adapt a particular part of the place for alternative uses, the owner/s must have due regard to the policies outlined in this conservation plan, make the adaptations distinguishable and cause the least disruption to the significant spaces and fabric. The introduction of services should be handled in a manner that causes least disruption of the spaces and fabric. Services should generally be left exposed and chasing and cutting avoided. Air conditioning is likely to be the most intrusive service and could be introduced into new ceilings without disrupting the original fabric.

# 7.5.2 POSSIBLE COMMUNITY ATTITUDES AND EXPECTATIONS REGARDING THE PLACE.

There is a community expectation that the place will be conserved and its inclusion on heritage lists suggests this is a view that has some community support.

- 33. Toodyay Fire Station must be conserved to meet with community expectations. This would be achieved by its continued conservation, maintenance and presentation and suitable interpretation.
- 7.5.3 SOCIAL, RELIGIOUS OR OTHER CULTURAL CONSTRAINTS.
  - 34. While the documentary evidence does not suggest that there are social, religious or other constraints applicable to access or

investigation of the place, any new evidence that may come to light through further documentary or physical evidence should be treated on its merits and balanced with Statements of Significance.

Refer also to Policy 36 and the explanatory notes.

#### 7.5.4 OPPORTUNITIES FOR INVESTIGATION.

35. Opportunities for investigation of the place should be realised when possible to gain a better understanding of the place, its development and construction and for the purposes of diagnosis, conservation and interpretation.

It is important that investigations should be relevant to the conservation and interpretation of the place. Investigative works should be carried out in locations where there is little possibility of adversely impacting on conspicuous, significant locations. It is not to be carried out without a well founded purpose or by inexperienced people without experienced people in attendance and should be professionally documented and recorded. Where archaeological investigations are required, these must be carried out under the supervision of an experienced historical archaeologist. Specific budget allocations can be made at the time when projects are planned which will present suitable opportunities for investigation. These costs should be considered part of the project cost.

There is no reason to believe that more archaeological study is necessary beyond the archaeological work already completed for diagnostic purposes in the course of conservation. Development may unearth unexpected material, which may be studied to determine if further research is necessary.

#### 7.6 COMPATIBLE USE

The present use of *Toodyay Fire Station* is compatible with conserving the significance of the place, however the disposal of the building by the Fire and Rescue Service warrants the consideration of compatible future uses.

36. Compatible uses should require minimal impact or involve no changes to culturally significant fabric that are not substantially reversible.

Refer to Burra Charter Article 1 definition 1.10 and the Graded Zones of Significance and 7.2.4 above.

37. All future uses must retain the open volumes of major spaces and require no adaptation that will adversely impact upon the significant fabric. Public access to as many of the spaces as possible should be allowed, if the place is to be made available by the owner for public access.

Public access to *Toodyay Fire Station* would be desirable but is not essential. The place could also be used as a public hall or by a commercial organisation for office use, or any residential purpose that requires little or no adaptation to the original section of the building.

38. Uses that have the potential to allow further reconstruction of missing elements should be encouraged and explored.

Most compatible uses have the potential to accommodate this objective and to achieve some worthwhile reconstruction.

### 7.7 RECORDS

It is essential that those responsible for future planning and conservation works have access to all available material pertaining to the development and evolution of the place so that informed decisions may be made which are consistent with the cultural heritage values of the place. This material should be used in tandem with the Conservation Plan. The gathering of further material is encouraged.

39. Complete records of the place should be collected, accessioned and stored by the owner or lodged with the Shire of Toodyay and/or the Heritage Council of Western Australia to assist with the detailed conservation of the place. Storage should be to archival standards and documents should not be removed except for supervised copying purposes.

### 8.0 POLICY IMPLEMENTATION

#### 8.1 INTRODUCTION

This section is concerned with implementation of the conservation policies outlined in Section 7. It is intended to identify those who should be responsible for the implementation of the various policies, when various policies should be implemented and indicate how the policies might best be implemented to ensure the maintenance of the cultural significance of the place. Those responsible shall ensure that the fabric is properly cared for, adequate financial provision is made for care and maintenance, and adequate interpretation for the understanding of the place is maintained.

#### 8.2 RESPONSIBILITY FOR IMPLEMENTING POLICIES

#### 8.2.1 PRIMARY RESPONSIBILITY

The Fire and Emergency Sevices Authority of Western Australia currently has the official responsibility for the place. However, it is clear that the owner intends to dispose of the property and so will pass this responsibility to a third party. Conservation of the place will be effected by ensuring that the place is put onto the Register of Heritage Places on a permanent basis and that a Heritage Agreement is put in place and that entry into the agreement is a condition of sale. The Heritage Agreement should be drawn up with the Heritage Council of Western Australia and should include reference to this conservation plan.

Once sold to a third party, that party will have prime responsibility. All works on the significant elements of the place must be referred via the Shire of Toodyay to the Heritage Council of Western Australia for its advice.

It is important to draw on appropriate skills to ensure correct decisions are made in matters of conservation and development. It is therefore desirable that the owner is guided by expert advice. A broad range of skills is necessary to ensure that management is effective, and that the plan is realised and periodically reviewed in the light of experience and developments. Architects, archaeologists and other professional disciplines skilled in conservation are well placed to offer specialised advice and a specialist consultant could be appointed to assist with annual inspections and with the implementation of works.

#### 8.2.2 RESPONSIBLE OFFICER

Should an organization or public authority acquire the property an officer should be appointed to be the responsible person through whom all management and works decisions should pass. All major decisions must be resolved by reference to the conservation plan and with appropriate professional conservation advice. The officer should seek to acquire sufficient heritage skills to recognise when conservation issues are involved, seek appropriate professional heritage advice in a timely manner, ensure that the conservation plan regimes are being observed and obtain appropriate approvals.

#### 8.2.3 RESPONSIBILITIES IN RELATION TO POLICIES

The new owner should retain the primary responsibility for the place with assistance from others. Below is an outline of the responsibilities of the various parties involved with the complex.

#### **All Parties**

- Procedural constraints arising out of the Burra Charter (7.2.1)
- Procedural constraints arising out of the Statement of Significance (7.2.2)
- Policies arising out from the graded zones of significance (7.2.4)

The Owner, Shire of Toodyay, Professional Conservation Advisers, and Government Agencies

- Policies related to the physical setting (7.2.5)
- Policies relating to external requirements (7.4)

The Owner, Shire of Toodyay, and Professional Conservation Advisers

- Opportunities arising out of the Statement of Significance (72.3)
- Interpretation (7.2.6)
- Policies arising from the physical condition of the place (7.3)
- Policies relating to community attitudes, expectations, social religious or other cultural constraints (7.5.2 & 3)
- Compatible use (7.6)

#### The Owner

- Complete documentation (7.7)
- · Management of the contents of the place.
- · Interpretation.

### 8.3 TIMEFRAME FOR IMPLEMENTATION OF POLICIES

The time frame in relation to policies varies. The following classes of policy should be achieved within the specified time frames:

- · Carry out urgent maintenance and conservation now.
- · Carry out immediate conservation works within two years.
- · Carry out medium term conservation actions within five years.
- · Carry out long term conservation action within ten years.
- Review this conservation plan at the expiry of five years after its publication in the year 2004 or after completion of major conservation works, which ever is the earliest.

#### 8.4 SPECIFIC PROCESSES FOR IMPLEMENTATION OF POLICIES

The conservation plan should be endorsed by the Fire and Rescue Service as the fundamental tool for the conservation of the place.

The recommended management structure and routines should be put into place to ensure that the place is properly conserved and that the routines outlined in this document are implemented in a rigorous manner. The objectives of management are primarily:

- Conservation of the context.
- Conservation of the significant fabric and spaces.
- Setting in place an inspection regime which is progressively updated and improved
- · Interpretation of the place.
- Control over uses.

- · Control of future development.
- Adoption of a financial plan that takes into account the conservation policies and recommended time frames for implementation.
- · Maintenance of viability.
- · Commitment to on-going upkeep and maintenance.
- Promotion of the asset to ensure its highest and best use within the terms of the conservation policies.
- Ensure any future sale or lease arrangements or temporary use licenses, if contemplated, recognise the need to conserve the place and those lessees have a basic appreciation of the importance of conservation.
- Adopt a financial model that accounts for outgoings, routine day-to-day maintenance, cyclical maintenance, and a sinking fund for longer-term works or an equivalent model that suits the owners financial systems and resources.
- Develop annual maintenance, conservation, and improvement programmes and seek out relevant funding programmes, donations, sponsorship and the like.

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# Annexure C

# Maintenance

Taken from Appendix II: Provisional Periodic Inspection Table in Conservation Plan.

# APPENDIX II: PROVISIONAL PERIODIC INSPECTION SCHEDULE

The following schedule has been devised to become part of the maintenance regime which will be the responsibility of nominated person or position as suggested in the implementation strategy. This schedule is intended to address the cultural heritage aspects of the fabric and its presentation and does not discuss statutory requirements with respect to plant and machinery, all of which are part of the wider picture that make up the whole of the inspection regime. The schedule should be regarded as provisional, be adapted to suit circumstances, and be augmented by experience. It should also be regarded as a minimum standard.

**EVERY WEEK** 

**EVERY FORTNIGHT** 

**EVERY MONTH** 

### **EVERY QUARTER**

Gutters and downpipes

Monitor cracking

Monitor damp generally and particularly known problem spots

Paint systems internally in public areas for touching up

Monitor any water penetration and attend immediately

Gutters and roof plumbing

#### ANNUALLY

Termite inspection and treatment

Roof inspection and repair

Joinery and hardware operation

Paint systems externally

Sewerage system and drainage system

Floor finishes

Paving surfaces

Structural timbers

#### **BI-ANNUALLY**

Internal walls and ceilings for cracking and paint system performance

Floor finishes

Roof structure inspection to monitor performance of timbers

# Annexure D

# **Conservation Works**

Taken from part 7.8 Recommended Conservation Works in Conservation Plan.

# 7.8 RECOMMENDED CONSERVATION WORKS

As the place is entered on the Heritage Council's Register of Heritage Places, all proposed works are subject to the advice of the Heritage Council and the controls of the Heritage of Western Australia Act, 1990.

Urgent Works-Action to be taken as soon as possible.

There are no urgent works.

Essential Works-Works to be undertaken within two years

- Encapsulate asbestos roofing if it is suitable for treatment (as an interim solution)
   or replace with fibre cement equivalent if it is not.
- Remove paint to facade and restore brickwork and render.
- Repoint and repair flashings to chimneys.
- Create easily accessible termite inspection traps in all timber floors and clean out all floor cavities.
- Remove paint from plaque.

#### Desirable Works-Medium Term

- Remove roller door and reinstate timber doors.
- · Reveal all windows.
- · Remove vinyl floor coverings and restore timber floor.
- Reinstate fireplaces to working order.
- Prepare paint scrapes to exterior and interior walls and joinery and redecorate only those rooms that are in need of re-decoration.
- Repaint and restore joinery.
- Reinstate original paint colours.
- Remove brick paving.
- Introduce appropriate interpretation of Toodyay Fire Station.

#### Optional Works-Long Term

Some of these tasks may be undertaken when the existing materials or fabric require substantial repair or replacement.

- Reinstate wall between A-03 and A-04.
- Replace inappropriate windows and doors, in particular, those made from aluminium.
- · Remove 1986 appliance room.