

COPY

HERITAGE COUNCIL OF WESTERN AUSTRALIA

and



HERITAGE AGREEMENT

**The Residency,
Cnr Marine Terrace and Cunningham Street,
Geraldton**

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EXEMPT from W.A. Stamp Duty

S18(1) Heritage of Western Australia Act 1990

for Commissioner of State Revenue

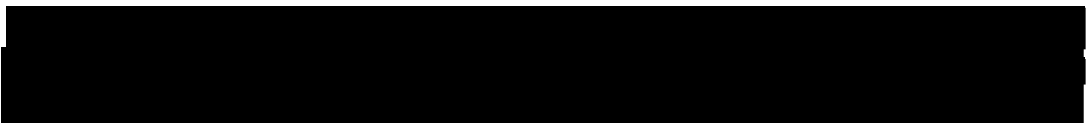
HERITAGE AGREEMENT

**The Residency,
Cnr Marine Terrace and Cunningham Street,
Geraldton**

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THIS AGREEMENT is made on the *25th* day of *MAY* 2006 between the following parties:

1. **HERITAGE COUNCIL OF WESTERN AUSTRALIA** a corporate body established pursuant to the *Heritage of Western Australia Act 1990*, of 108 Adelaide Terrace, East Perth, Western Australia 6004 (the "Council"); and

2. 

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 State of Western Australia, acting through the Minister for Lands, intends to transfer the Land to the Owner under section 75 of the *Land Administration Act 1997* subject to the execution of this Agreement.
- 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 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:

- (a) in the case of "Essential Works – Immediate Action" as described in the Conservation Works, as soon as practicable after the Effective Date of this Agreement but not later than 31 December 2006; and
- (b) in the case of "Essential Works – Medium Term Action" as described in the Conservation Works, the date within 2 years after the Effective Date of this Agreement but not later than 31 December 2008;
- (c) in the case of "Essential Works – Long Term Action" as described in the Conservation Works, the date within 5 to 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 of the Place 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 4 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), [REDACTED]
[REDACTED] for so long as [REDACTED]
[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 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.
- (f) The Owner agrees that in the event the Land is converted from Crown land to freehold land, and the Owner becomes the registered proprietor of that freehold land, all undertakings, covenants and agreements of the Owner in this Agreement will be deemed to be repeated immediately after it becomes the registered proprietor.

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 "Optional Works – 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 "Optional Works - 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:

- (i) 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 "Essential Works – Immediate Action" as described in the Conservation Works are completed;
- (ii) not later than 30 days after the "Essential Works – Medium Term Action" as described in the Conservation Works are completed; and
- (iii) not later than 30 days after the "Essential Works – Long Term Action" as described in the 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 non-compliance, 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

6.1 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 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:

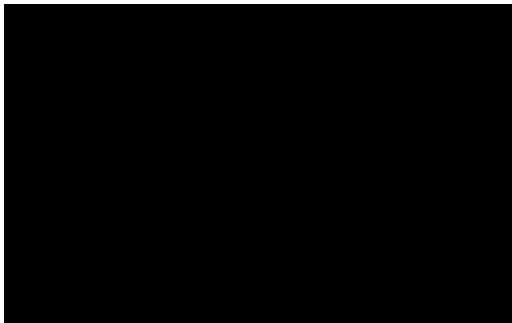
- (a) the **Council**:

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

The Residency, Geraldton, which is situated at cnr Marine Terrace and Cunningham Street, Geraldton and consists of:

- (a) the Land;
- (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

Geraldton Lot 3052 on Deposited Plan 193355, being the whole of the land comprised in Crown Land Title Volume *[not issued yet]* Folio *[not issued yet]*.

Item 5: Conservation Plan

The Residency, Geraldton - Conservation Plan prepared by Considine & Griffiths Architects Pty Ltd for the Department of Contract and Management Services, September 1997.

Item 6: Conservation Works

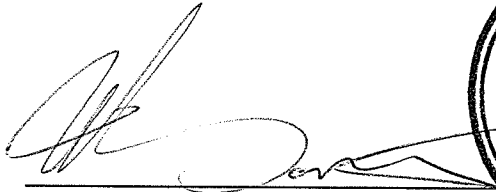
The schedule of works described in Annexure C.

Item 7: Maintenance


The schedule of maintenance activities described in Annexure D.

EXECUTED AS A DEED

THE COMMON SEAL of HERITAGE COUNCIL OF WESTERN AUSTRALIA is affixed in the presence of:


Signature of authorised person




Signature of authorised person

DIRECTOR
Office held

CHAIRMAN
Office held

IAN BAXTER
Name of authorised person

GERALD GAUNTLETT
Name of authorised person

THE COMMON SEAL of [REDACTED] is affixed in the presence of:

[REDACTED]
Signature of authorised person

[REDACTED]
Signature of authorised person

[REDACTED]
Office held

[REDACTED]
Office held

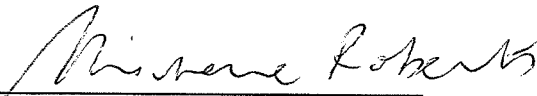
[REDACTED]
Name of authorised person

[REDACTED]
Name of authorised person

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

I, The Hon. Michelle Roberts, MLA, Minister for Housing and Works; Consumer Protection; Heritage; Land Information, hereby certify that this Agreement is necessary for the purposes of, and complies with, the *Heritage of Western Australia Act (WA) 1990*.

Dated the 25th day of May 2006.



Minister for Housing and Works; Consumer Protection;
Heritage; Land Information

Annexure A

Significant Fabric

Extract taken from *Part 4 Statement of Significance and Part 5 Graded Zones and Elements of Significance* in the Conservation Plan and the Heritage Council of Western Australia's *Register Entry and Assessment Documentation* for Data Base no. 3715.



REGISTER OF HERITAGE PLACES

Permanent Entry

1. DATA BASE No. 3715
2. NAME *Geraldton Residency* (1862, 1897, 1948/9, 1959)
FORMER NAME Geraldton and Districts Maternity Hospital
PRESENT NAME Geraldton Community Centre
3. LOCATION cnr Marine Terrace & Cunningham Street, Geraldton
4. DESCRIPTION OF PLACE INCLUDED IN THIS ENTRY
Geraldton Lots 85, 86 and 93, being Crown Reserve 18800 and being the whole of the land comprised in Crown Land Record Volume 3037 Folio 300.
5. LOCAL GOVERNMENT AREA City of Geraldton
6. OWNER [REDACTED]
7. HERITAGE LISTINGS

Register of Heritage Places:	Interim Entry	09/01/1998
	Permanent Entry	07/04/1998
National Trust Classification:		-----
Town Planning Scheme:	Class 'C' building	May 1977
Municipal Inventory:		-----
Register of the National Estate:		-----
8. CONSERVATION ORDER

9. HERITAGE AGREEMENT

10. STATEMENT OF SIGNIFICANCE
Geraldton Residency, a substantial Old Colonial Georgian, single-storey limestone house and office built for the local Resident Magistrate, later a maternity hospital and in 1997 a community centre, has cultural heritage significance for the following reasons:

the place illustrates the early development of the Champion Bay settlement which later became Geraldton, and more specifically, the workings of the government infrastructure in colonial Geraldton and the Victoria District.

The place also illustrates the social position and way of life of an important official in the colonial government of Western Australia; the place has historical and social value originally as the administrative focus of Geraldton and the Victoria District before the advent of representative government, later as a community-sponsored maternity hospital with associations with the State's women's movement, and now as a community centre associated with the Geraldton Cultural Trust, a long-established local association;

the place is rare as one of the first substantial government buildings to be constructed at the Champion Bay settlement, one of the few buildings remaining in Geraldton from this period and one of only a handful of residency buildings in Western Australia surviving from the colonial era; and,

the place is a well composed Old Colonial Georgian building sited on a slight rise in a large walled garden and is a landmark in Geraldton.

The tin sheds and car park on the site are considered intrusive.



REGISTER OF HERITAGE PLACES - ASSESSMENT DOCUMENTATION

11. ASSESSMENT OF CULTURAL HERITAGE SIGNIFICANCE

The criteria adopted by the Heritage Council in November, 1996 have been used to determine the cultural heritage significance of the place.

11.1 AESTHETIC VALUE*

Geraldton Residency has aesthetic value for the Geraldton community as a well-composed Old Colonial Georgian building set in a large walled garden on rising ground above Marine Terrace. (Criterion 1.1)

Though the original sweeping ocean vista from *Geraldton Residency* has been partly obscured, the position of the place on rising ground, and its contrast with the surrounding higher density housing stock and light industrial buildings, gives it a landmark quality. (Criterion 1.3)

Geraldton Residency is one of the most important components of a late 19th and early 20th century precinct of predominantly residential building stock south of Cathedral Avenue which has withstood recent modernisation of the city centre. (Criterion 1.4)

11.2. HISTORIC VALUE

As one of a small group of surviving buildings from the mid-19th century in the town, *Geraldton Residency* illustrates the early development of the Champion Bay settlement which later became Geraldton, and more specifically, the workings of the government infrastructure in colonial Geraldton and the Victoria District. (Criterion 2.1)

Geraldton Residency demonstrates the social position and way of life of an important official in the colonial government of Western Australia. (Criterion 2.2)

Through its role between 1861 and 1904 as the seat of local government in the Victoria District and home of the Resident Magistrate, *Geraldton Residency* helped to secure, and now provides tangible evidence of, the growing importance of the early Geraldton settlement as a regional centre and port. (Criterion 2.2)

* For consistency, all references to architectural style are taken from Apperly, R., Irving, R., Reynolds, P., *A Pictorial Guide to Identifying Australian Architecture: Styles and Terms from 1788 to the Present* Angus & Robertson, North Ryde, 1989.

As the first and only maternity hospital in the district which was funded, organised and run by the community, predominantly by women, *Geraldton Residency* is closely associated with the development of the region's health care between 1925 and 1962 and with the rise of the women's movement throughout the State. (Criterion 2.2)

Geraldton Residency is associated with the Royal Engineers and is part of the design and drafting work produced under the leadership of Henderson and Manning for the colonial government and the convict establishment in Western Australia. (Criterion 2.3)

Geraldton Residency is associated with a sequence of Resident Magistrates, all of whom were influential in the development of the district and the State and held several posts of importance in the colonial government, and some of whom had explored land previously unoccupied by Europeans. (Criterion 2.3)

Geraldton Residency is associated with several prominent local people who lobbied for and established the place as a district maternity home. (Criterion 2.3)

Geraldton Residency is associated with the Geraldton Cultural Trust, a local organisation with a long history of fostering art and cultural activities in Geraldton. (Criterion 2.3)

11. 3. SCIENTIFIC VALUE

11. 4. SOCIAL VALUE

As the administrative focus of Geraldton and the Victoria District for many years, *Geraldton Residency* is valued locally for its social and cultural associations. (Criterion 4.1)

As a central health facility for the region, *Geraldton Residency* has social value for generations of local people who were born at the place, and is also valued by the community who lobbied for the hospital, funded its conversion and ran it until it was taken over by the Department of Health. (Criterion 4.1)

Geraldton Residency is valued by the community for its current contribution to the recreational, educational and social life of Geraldton and for its associations with the Geraldton Cultural Trust, an organisation originally established as the Geraldton Working Men's Society (later the Geraldton Mechanics' Institute) in 1868. (Criterion 4.1)

Geraldton Residency demonstrates a sense of place by being prominent in location and is a memory trigger for generations of residents who have had associations with it. (Criterion 4.2)

12. DEGREE OF SIGNIFICANCE

12.1. RARITY

Geraldton Residency is was one of the first substantial government buildings to be constructed at the Champion Bay settlement and is one of the few mid-19th century buildings to remain from this period. (Criterion 5.1)

Geraldton Residency is one of only a handful of residency buildings in Western Australia surviving from the colonial period when resident magistrates were responsible for local government as well as the judicial concerns of the district. (Criterion 5.2)

12.2 REPRESENTATIVENESS

Although there was no standard plan for the construction of residencies in Western Australia, *Geraldton Residency* has similarities with other buildings designed by the Royal Engineers, particularly the Albany Superintendent's Residence (later the Albany Residency). (Criterion 6.1)

12.3 CONDITION

The condition of the elements of the *Geraldton Residency* ranges from very poor to good.

12.4 INTEGRITY

No longer used for its original purpose, *Geraldton Residency* has a low degree of integrity.

12.5 AUTHENTICITY

The removal of some original fabric from *Geraldton Residency* has compromised the authenticity of the place. Nevertheless, much of the original fabric has survived, apart from roof cladding, demolished chimneys, an altered verandah line and the removal of some internal fittings. As such, the place demonstrates a moderate to high degree of authenticity.

13. SUPPORTING EVIDENCE

Attached are key sections of the supporting evidence prepared by Considine and Griffiths, Architects, with Dorothy Erickson: 'The Residency Geraldton: Heritage Assessment' (prepared for the Department of Contract and Management Services, January 1997).

13.1 DOCUMENTARY EVIDENCE

For a discussion of the documentary evidence refer to Considine and Griffiths, Architects, with Dorothy Erickson: 'The Residency Geraldton: Heritage Assessment' (prepared for the Department of Contract and Management Services, January 1997).

13.2 PHYSICAL EVIDENCE

For a discussion of the physical evidence refer to Considine and Griffiths, Architects, with Dorothy Erickson: 'The Residency Geraldton: Heritage Assessment' (prepared for the Department of Contract and Management Services, January 1997).

13.3 REFERENCES

Considine and Griffiths, Architects, with Dorothy Erickson: 'The Residency Geraldton: Heritage Assessment' (prepared for the Department of Contract and Management Services, January 1997).

13.4 FURTHER RESEARCH

3.7 REPRESENTATIVENESS

The documentary evidence suggests that there was not a standard plan or type for the residences of resident magistrates but that they varied depending upon where they were built, what materials and craftsmen were available, the perceived wealth of the district and the era in which they were designed. Because of the wide variations in this type of building, the Residency is not representative of a type or class. However, the place does have similarities with other buildings designed by the Royal Engineers, notably the Albany Superintendent's Residence (later the Albany Residency).

As a maternity hospital, the place was very similar to the cottage hospitals built in country towns throughout the state. However, unlike these purpose built hospitals, the Geraldton and District Maternity Hospital adapted an earlier domestic building to its needs. It is therefore not typical of a standard country cottage hospital.

(Criteria 6.1)

3.8 CONCLUSION

The discussion above sought to clarify and analyse the documentary, oral and physical evidence and assess the significance of the place in terms of the Heritage Council of Western Australia's Criteria for Entry in the Register of Heritage Places (1991). The discussion of significance reveals that the extent of significant features is greater in scope than the existing heritage citations and the scope of the documentation on the Register of the Heritage Council of Western Australia. Using the evidence and discussion, it is possible to formulate statements of significance.

townscape of Geraldton by its landmark quality on Marine Terrace and is a significant element in the precinct of late nineteenth and early twentieth century housing stock south of Cathedral Avenue. (Criteria 1.3, 4.1) The classification of the Residency by the National Trust in 1970 and its inclusion in the highest level of the City of Geraldton's Municipal Inventory is an indication of the importance of the place to the community. (Criteria 4.2)

The Residency also has some importance to the community for aesthetic reasons. It is a well composed Old Colonial Georgian building sited on slight rise in a large walled garden. The removal of intrusive additions that obscure the original fabric will greatly improve the aesthetic importance of this place. (Criteria 1.1, 4.1)

Secondary Significance

The Residency has secondary importance as the maternity hospital for the district from 1925 - 1962. The place has particular historic and social importance in Geraldton and the surrounding district as the only community organised, funded and run hospital. (Criteria 2.2, 4.1) It also has rarity value as a place that was organised and run predominantly by women, for women. (Criteria 5.1 & 5.2) The place is also associated with the rise of the women's movement throughout the state. (Criteria 2.2, 4.1)

The Residency is associated with Frank Green, Mrs Haxton Grant and Mrs Sharpe who lobbied for and established the Geraldton and District Maternity Home and with the matrons and staff who cared for the women of Geraldton. (Criteria 2.3)

Tertiary Significance

The place has some social importance as a community recreation centre and in its current association with an historic local social institution, the Geraldton Cultural Trust. (Criteria 2.3, 4.1)

4.3 CONCLUSION

The Residency is of Considerable Significance and its conservation is important to Geraldton and to the State of Western Australia. We recommend that it is submitted to the Heritage Council for consideration for inclusion in the Register of Heritage Places.

5.2.2 Zones of Considerable Significance

Exterior All external stone walls constructed 1861-1862.

Interior All rooms that formed part of the original concept of the place as the Residency.

Rooms 1, 2, 13, 14, 15, 18, 21, 22, 23, and 29.

These rooms have remained reasonably intact.

Rooms 3, 4, 5, 6, 9 and part of room 7.

While these rooms have been modified, they are still fairly intact and modifications can be easily reversed. Important as part of the whole.

5.2.3 Zones of Some Significance

Site Remnants of the lawns that surrounded the building.

Exterior All surviving verandahs.

Even though the verandah roof and floor have been modified, the plan geometry and function of these verandahs are still important. Any future modification of this fabric would need careful consideration and guidance so as not to diminish the significance of the place as a whole.

All external stone walls constructed 1862-1904.

Enclosed verandah rooms 11, 12 and service rooms 16, 17 & 25.

Interior Rooms 11 and 12.

5.2.4 Zones of Little Significance

Exterior The walls of the external laundry (room 28) and the rendered brick wall enclosing the courtyard.

The timber stud & fibro walls to room 8 and part room 7

Interior Rooms 8, 28 and part of room 7.

Rooms 16, 17 and 25.

While the shells of these rooms have some significance, the interiors have been modified so that the original concept can not be observed.

Enclosed verandah rooms 10, 20, 24, 26 and 30.

While these rooms are intrusive, the verandah into which they have been built has some significance. Any modifications to existing fabric would need careful consideration and guidance so as not to diminish the significance of the place as a whole.

5.2.5 Intrusive Zones

Exterior Stud walls enclosing verandah rooms 10, 20, 24, 26 & 30 and room 27.

The 1959 additions.

Room 19, Former matron's flat and Room 31, the solarium.

Interior Rooms 19, 27 and 31.

FIGURE 21 Grading Zones of Significance.
SITE PLAN

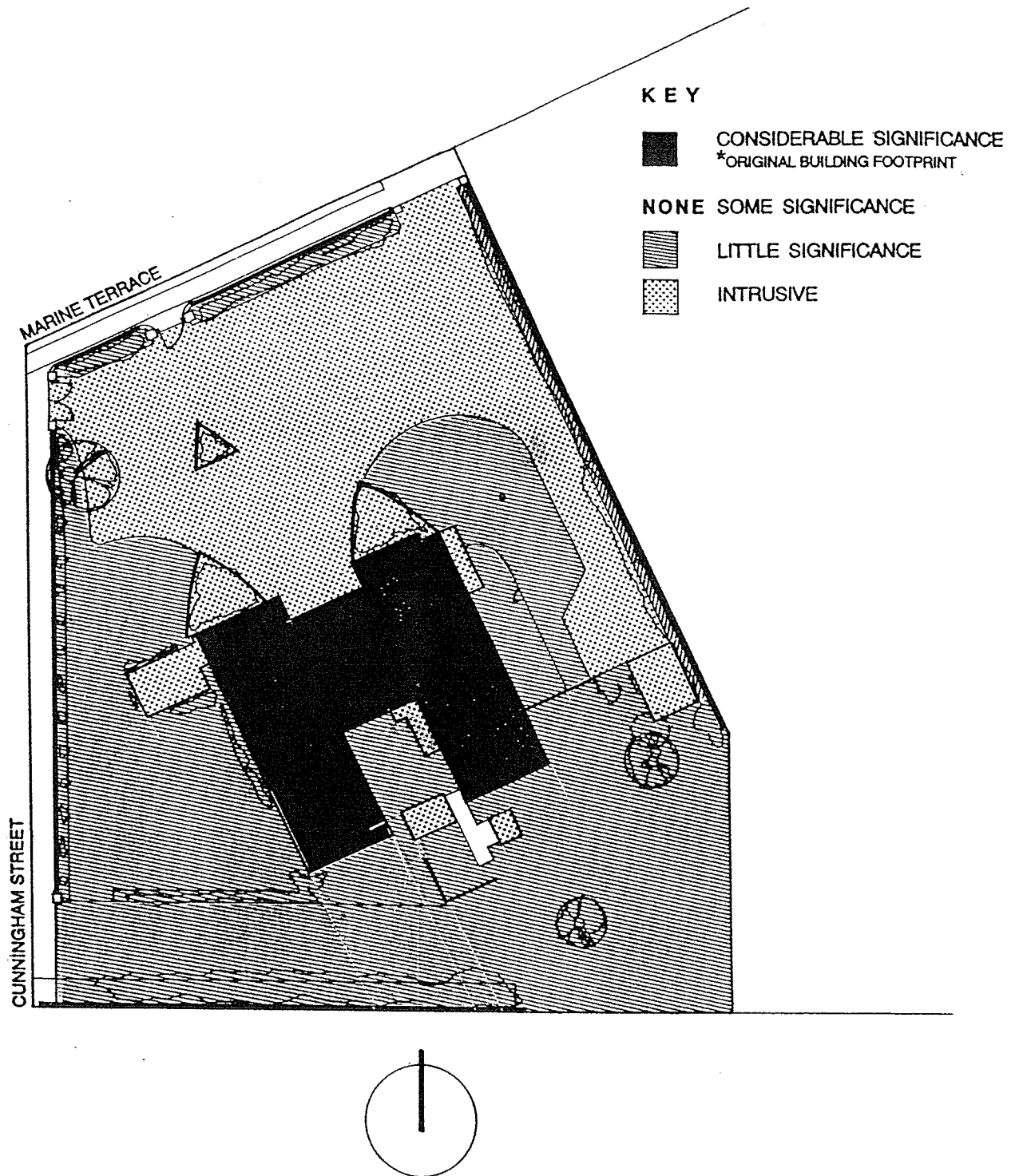
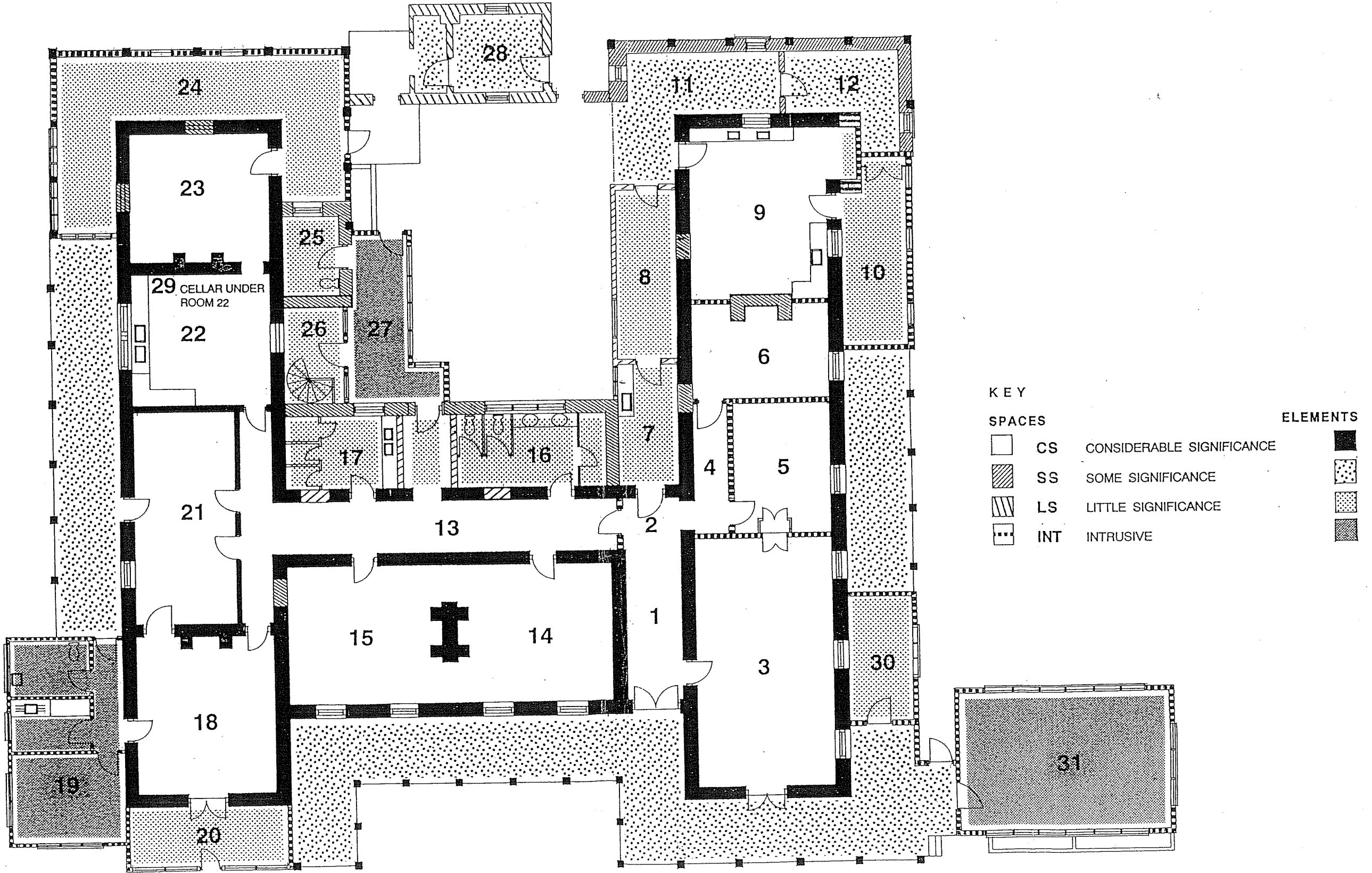


FIGURE 22

THE RESIDENCY, GERALDTON
 GRADING: ZONES OF SIGNIFICANCE
 FLOOR PLAN *NOT TO SCALE



5.3 ELEMENTS OF SIGNIFICANCE

See Figures 23, 24, 25 and 26 which indicate the grading of significance of the elements of the building fabric. It is important to read these figures in conjunction with FIGURES 17, 18 and 19 which describe the development sequence of the fabric

5.3.1 Elements of Exceptional Significance

There are no elements of Exceptional Significance.

5.3.2 Elements of Considerable Significance

Site	Stone perimeter wall.
	Remnants of grass lawn.
	Remnants of gravel access paths.
	Remnants of stone outbuildings
Exterior	Face stonework - unpainted
	Roof (not including verandah) geometry
	Chimneys
	Timber wall plates - evidence of earlier verandah
	6 pane double hung sash windows
	Front doors - pair of 5 pane, 1 panel doors and fanlight
	Former office door - 9 pane 1 panel door
	4 panel external doors
	Surviving verandah posts - both free-standing and those incorporated into enclosed verandahs
	Timber verandah floors
	Only to room 7 and part of room 8
	Metal under floor vents
Interior	4 panel internal doors
	T&G timber floors
	Rooms 1, 2, 3, 4, 5, 6, 7, 8, 13, 14,15, 18, 21, 22 and 23.
	230mm and 250mm timber skirtings
	Rooms 1, 14, 15 and 18
	To the stone walls of rooms 2, 3, 4, 5,6 and 13

Internal stone walls

Lath and plaster ceilings

Rooms 1, 4, 5 and 6

Remnants of original hardware - e.g. rimlocks

Moulded architraves

Timber fireplace surrounds

Rooms 14, 15 and 23.

Pressed metal wall vents

Cellar Rendered stone walls - internal

Evidence of lath and plaster ceiling

Ventilation openings

10 pane casement window - opening bricked up behind

5.3.3 Elements of Some Significance

Site Norfolk Island pines to street verge

Ti-tree hedges to north boundary.

Exterior Stonework infill between verandah posts
Rooms 11 and 12

Face stonework to room 25 and remnants of stonework to rooms 16 and 17

Evidence of earlier St Andrew's cross balustrading to verandah posts.

Interior Remnants of internal stone walls and fireplaces to rooms 6 and 9.

2 pane, 2 panel timber doors.
Modified from original 4 panel doors.

Evidence of brick paving to rooms 11 and 12.

Federal butler bell system

5.3.4 Elements of Little Significance

Site	<p>Corrugated fibro sheet fences to the rear of the site</p> <p>Japanese pepper trees</p> <p>Planting adjacent to the caretaker's flat</p> <p>Low planting adjacent to stone perimeter walls</p>
Exterior	<p>Stud walls with fibro cladding constructed between existing verandah posts</p> <p>Replacement timber verandah posts</p> <p>Timber casement windows and louvre windows.</p> <p>Pair of 4 pane doors to rooms 3 and 20.</p> <p>Internal flush doors.</p> <p>Replacement S.S. door and window hardware</p> <p>Plain timber architraves with splayed edge</p> <p>Timber bargeboards and fascias</p> <p>Quad gutters and round p.g.i downpipes</p>
Interior	<p>Fibrous plaster ceilings with cove cornices.</p> <p>Fibro ceilings with cove cornices or fibro battens</p> <p>Concrete floor to former kitchen</p> <p>Stud framed plaster board walls with 70mm skirtings.</p> <p>120mm rectangular timber skirtings</p> <p>Quarter round skirtings</p> <p>150mm tile skirting to Room 22.</p> <p>G.P.O.s and switches</p> <p>Built-in kitchen cupboards, shelves etc.</p>
Former Laundry Room 28	<p>Rendered brick walls with corrugated iron roof, grano floor and fibro ceiling. 4 pane double hung sash windows and T&G door. Evidence of earlier copper.</p>
Cellar Room 29	<p>Brick paved floor, wicket gate door and steel and timber spiral staircase.</p>

5.3.5 Intrusive Elements

Site	Bitumen carpark
	Metal gates to stone perimeter wall
	Pine pole lined garden beds and planters
Exterior	Concrete roof tiles to main roof and verandah
	Geometry of verandah roof
	Sheerline gutters and rectangular downpipes
	Cement render patching to stone walls
	fixed pane aluminium windows
	Grano and concrete floors to verandahs
	Stud walls enclosing verandah rooms.
	Paint and plaster to face stone walls
	Weatherboard walls with brick foundations. Top hung timber sashes and 1 pane T&G door To the former solarium (room 31) and Matron's Flat (room 19).
Interior	Partition wall and door to room 2.
	Terrazzo floors with terrazzo cove skirtings Rooms 16, 17 and 26
	Cupboard to partition wall between rooms 3 and 5
	Hood and brick fireplace to former kitchen, room 9.
	Timber panel to double hung sash window, room 9.
	Lighting
	Internal signage
	Loose furniture

5.4 CONCLUSION

This schedule demonstrates that while the remaining building has retained much of its original fabric, it has also suffered the accretions of several refurbishment campaigns and adaptations to new uses.

FIGURE 23 Grading of Significance of the Elements of the Built Fabric.
SITE PLAN

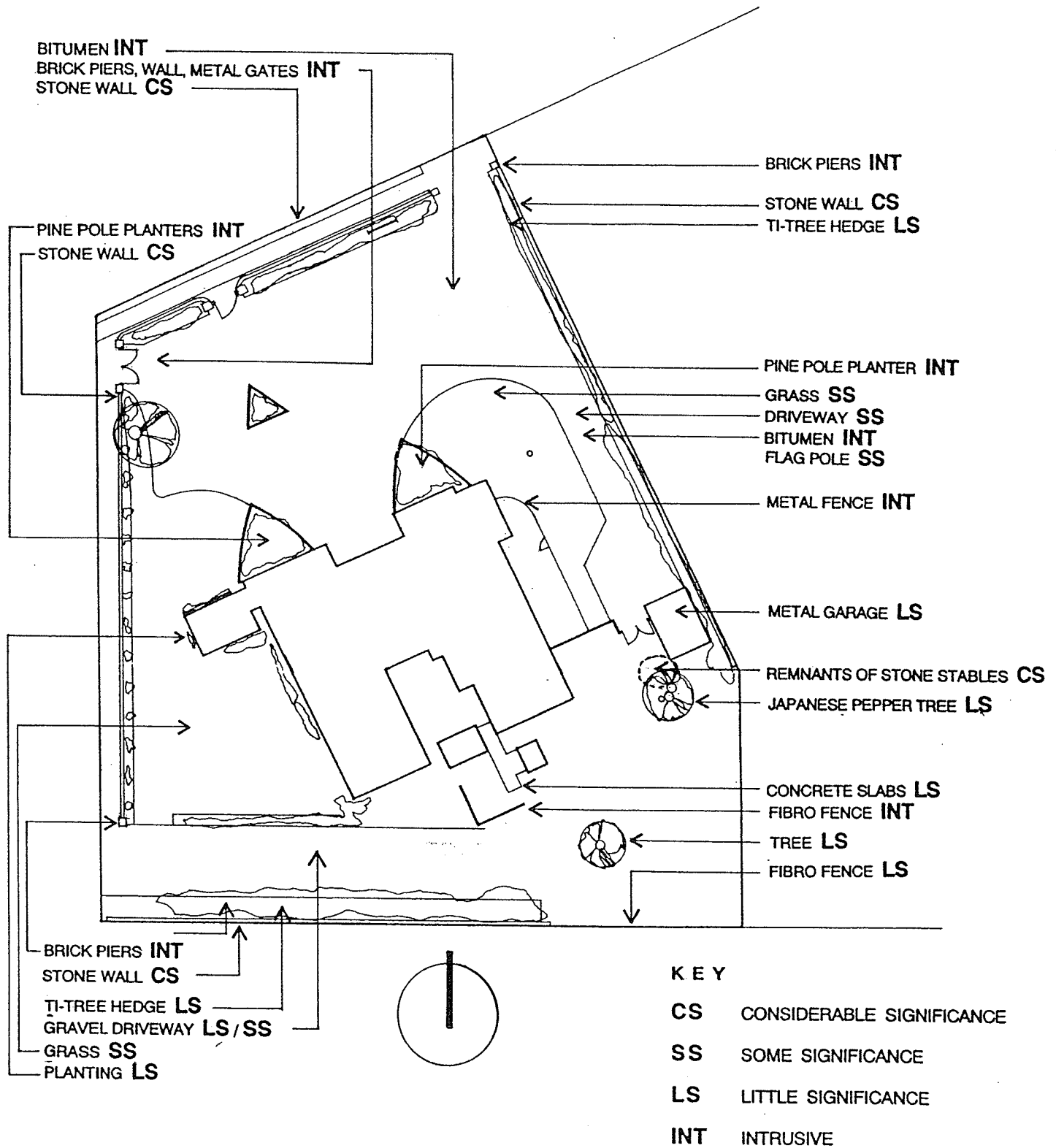


FIGURE 24

THE RESIDENCY, GERALDTON
GRADING: ELEMENTS OF SIGNIFICANCE
FLOOR PLAN *NOT TO SCALE

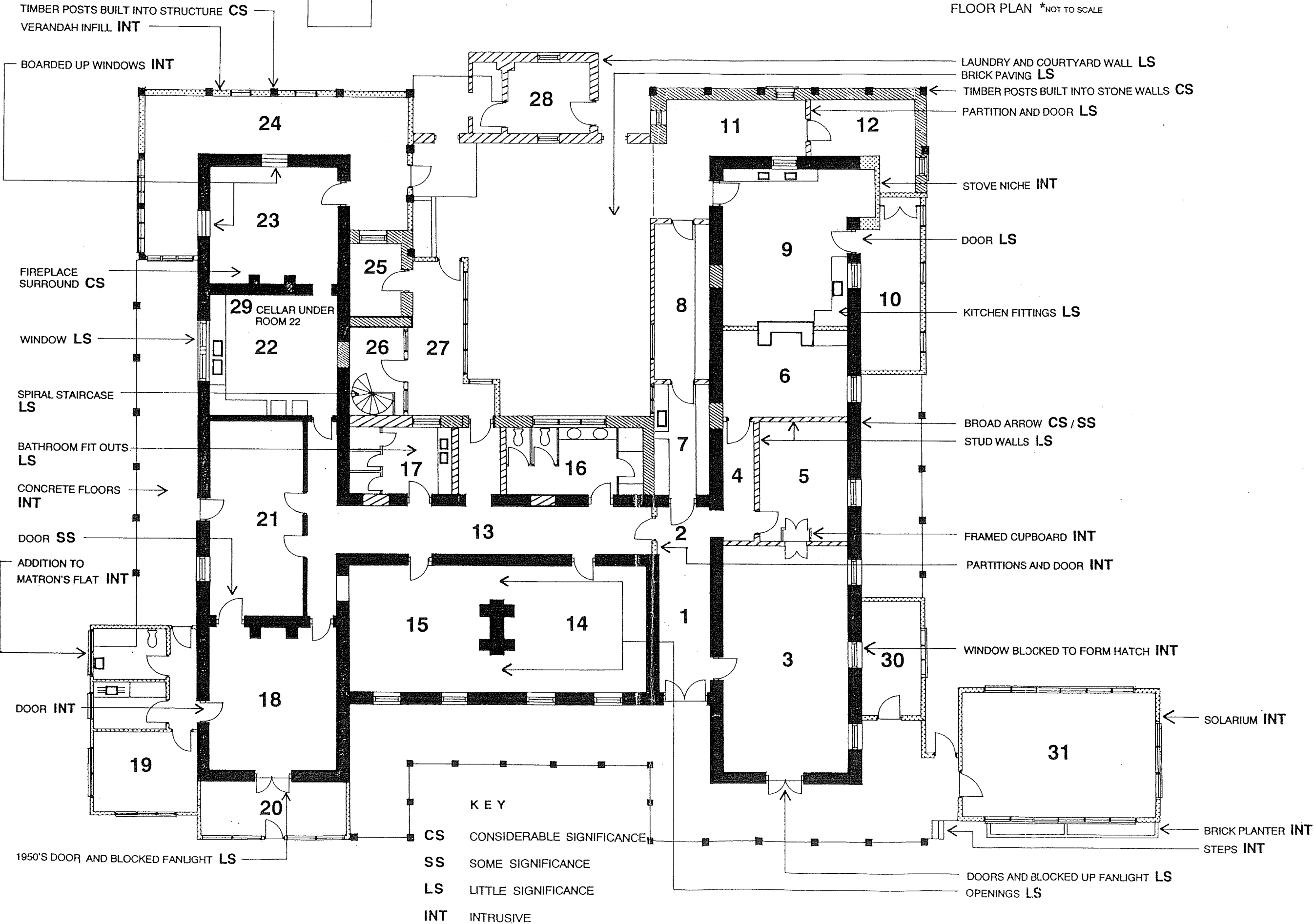
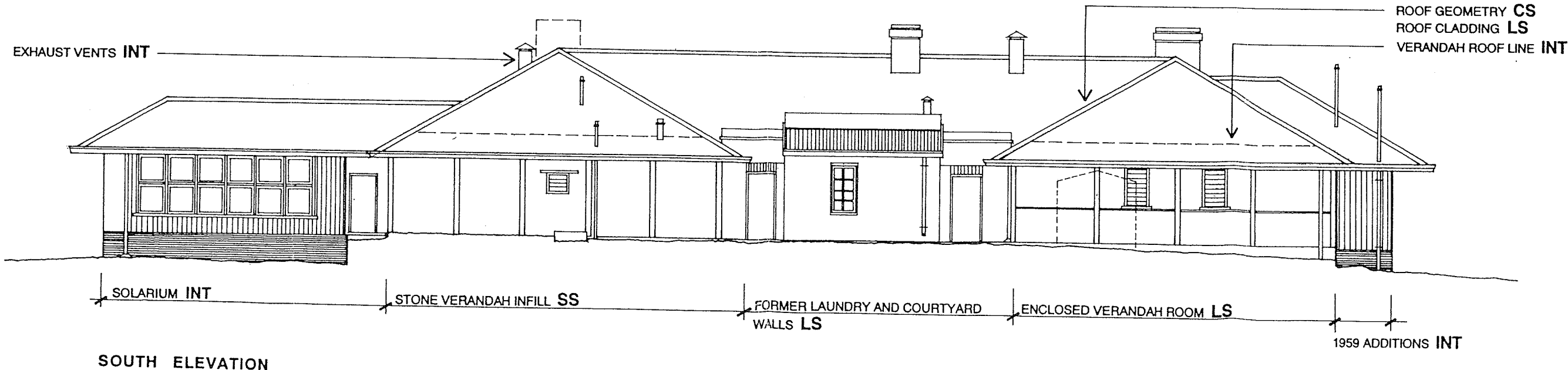
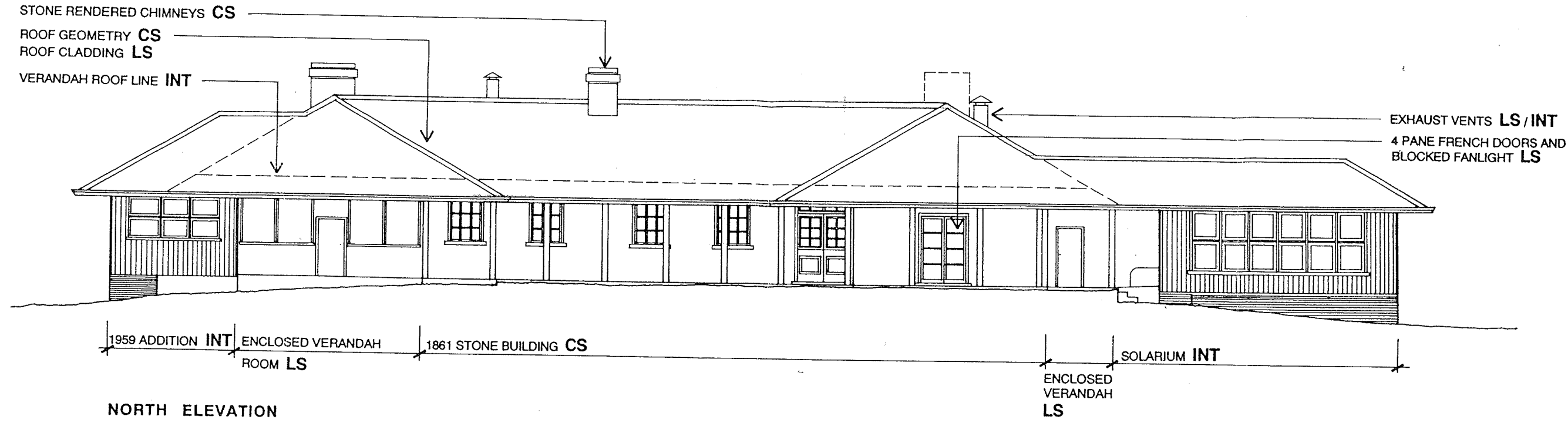


FIGURE 25

THE RESIDENCY, GERALDTON
GRADING: ELEMENTS OF SIGNIFICANCE
ELEVATIONS *NOT TO SCALE

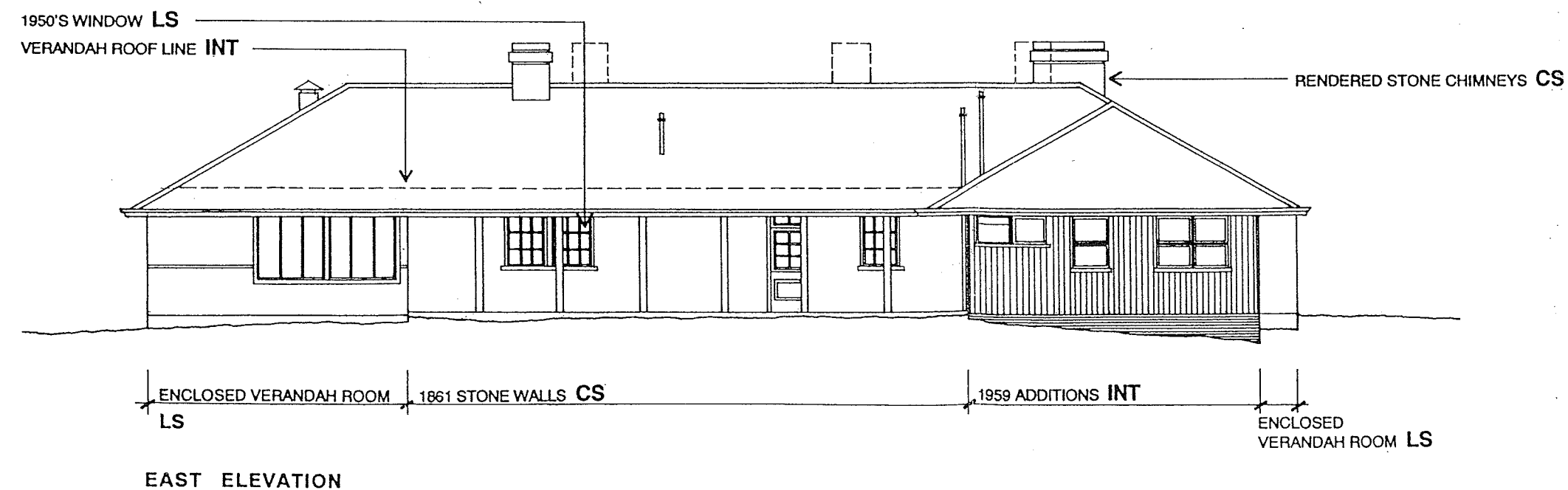
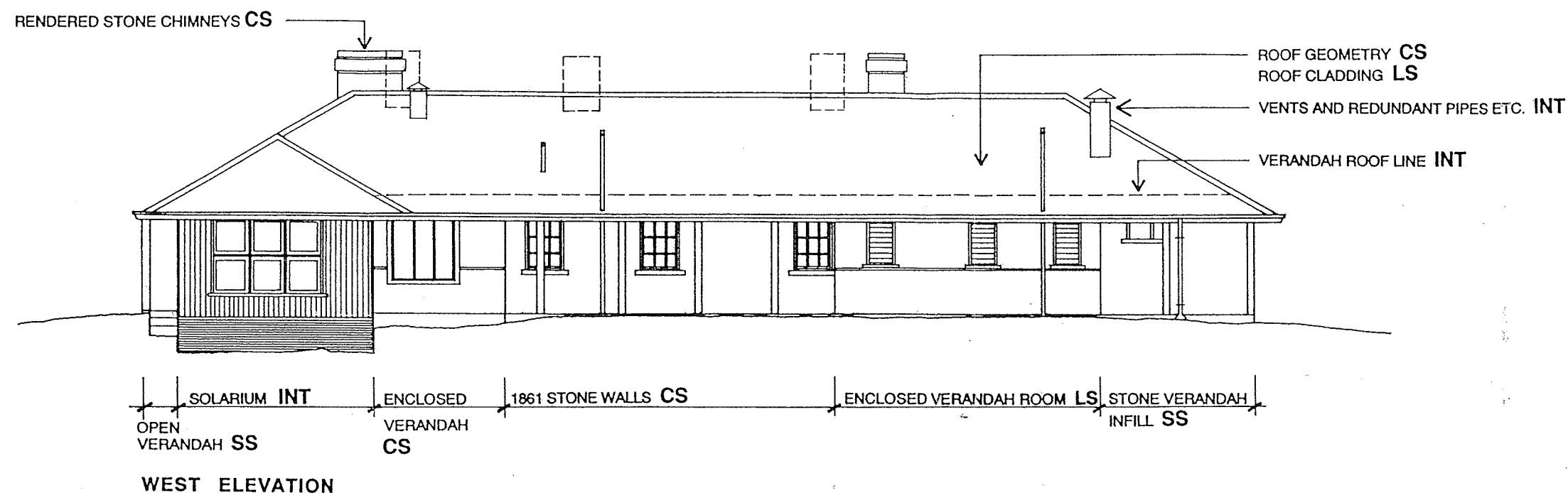


KEY

CS	CONSIDERABLE SIGNIFICANCE
SS	SOME SIGNIFICANCE
LS	LITTLE SIGNIFICANCE
INT	INTRUSIVE

FIGURE 26

THE RESIDENCY, GERALDTON
GRADING: ELEMENTS OF SIGNIFICANCE
ELEVATIONS *NOT TO SCALE



KEY	
CS	CONSIDERABLE SIGNIFICANCE
SS	SOME SIGNIFICANCE
LS	LITTLE SIGNIFICANCE
INT	INTRUSIVE

Annexure B

Conservation Policy

Extract taken from *Part 6 Conservation Policy and Part 7 Policy Implementation* in the Conservation Plan.

6.0 CONSERVATION POLICY

6.1 INTRODUCTION

The documentary and physical evidence was prepared for a discussion of significance to allow a Statement of Significance to be drawn up for the Residency. This statement confirms the importance of the place and supports its future inclusion on the Heritage Council of Western Australia's Register of Heritage Places. Based on this Statement of Significance and the identification of Zones of Significance in the preceding section, the Conservation Policy section seeks to define the extent to which it is necessary to retain and conserve the remaining fabric to maintain the cultural heritage values identified in the assessment part of this report.

This section sets down policies that are designed to assist in retaining the significance of the place, recognising both its cultural heritage significance and the need for it to accommodate new uses. The policies derive from the cultural heritage significance of the place, from its physical condition, external requirements, consideration of the owners requirements, a discussion of compatible uses and any other issues that may impact upon the conservation of the heritage values of the place.

6.2 POLICIES ARISING OUT OF THE CULTURAL SIGNIFICANCE OF THE PLACE

6.2.1 Procedural Constraints Arising out of the Burra Charter

Given the cultural heritage significance of the Residency, expressed through the Statements of Significance and the consequent importance of its conservation:-

1. *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.⁸⁰*
2. *Future conservation of the Residency 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.⁸¹*

⁸⁰ ICOMOS Burra Charter, Article 2.

⁸¹ *ibid.* Article 3

The most important elements of the remaining fabric relate to the scheme that was constructed in 1861. The place has undergone several campaigns of refurbishment, and some elements, which while not part of the most significant fabric, have a sufficient degree of significance to warrant consideration for retention in their own right. (4.2 Secondary Significance).

Much of the work performed to adapt the building to its later uses are of little significance or intrusive and should be dealt with accordingly as the opportunity to do so arises. There would appear to be some conflict in this statement with Article 5 of the Burra Charter, but the elements concerned have been identified in section 5 of this report and this policy clarifies these issues in 6.2.4 below.

3. ***Conservation of the Residency should take into consideration all aspects of its cultural heritage significance without unwarranted emphasis on any one aspect at the expense of others.⁸² 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.***
4. ***The conservation of the Residency requires the maintenance of an appropriate visual setting and no new construction, demolition or modification which would adversely affect the setting should be allowed.⁸³***
5. ***The removal of significant contents which form part of the cultural significance (e.g. original cabinets in original locations) 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.⁸⁴***
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.⁸⁵***

⁸² *ibid.* Article 5

⁸³ *ibid.* Article 8

⁸⁴ *ibid.* Article 10

⁸⁵ *ibid.* Article 27

6.2.2 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 6.2.1 above.

7. The buildings, elements and spaces 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 spaces and fabric of individual significance identified in section 5 of this report and these policies 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 6.2.4 in particular). 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. (refer 4.2 Significance)

8. Those factors which 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 6.2.4 below.

9. All works which 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).

The Burra Charter and its guidelines should be used in determining the acceptability of adaptive uses and in the undertaking of works, where specific policies in this report do not cover a particular circumstance or action. The critical test should be that the adaptation should not detract from the cultural significance of the place. (Burra Charter Articles 8, 20, 21, 24)

6.2.3 Opportunities Arising out of the Statement of Significance

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

Examples of such opportunities include the reconstruction of the verandah roofs and floors, the reinstatement of the roof finish and chimneys, reinstatement of the former stone internal walls and fireplaces, the reconstruction of the steps and lightwell from the cellar and other details. The former primary openings to the external walls may be reopened and or interpreted as openings. There is sufficient documentary evidence for all these opportunities to be addressed in the appropriate manner, either by reconstruction or interpretation.

11. The opportunity exists for removal of intrusive elements to reveal significant fabric.

Examples are the removal of the 1960s weatherboard and brick foundation additions (room 19 and 31); the stud framed, fibro clad rooms constructed on the verandahs; and various intrusive fixtures and fittings. Intrusive services may be removed and alternative systems installed.

12. The opportunity exists to investigate and reinstate previous decorative finishes.

Examples are the research of exterior joinery colours, metal work colours and interior colours by means of paint scrapes or microscopic study. The execution of colour scrapes may be interpreted by reinstating original room colours or by leaving the investigative "paint ladders"⁸⁶ exposed and redecorating the rest of the room to suit its current use. Either strategy may be appropriate according to circumstances.

6.2.4 Policies Arising out from the Graded Zones of Significance

Zones of exceptional significance

There are no zones of exceptional significance.

⁸⁶ A paint ladder is a progressive series of paint scrapes that reveal the sequence of paint colours used at a particular location.

Zones of considerable significance

- 13. The fabric of spaces or elements of considerable significance should be preserved, restored or reconstructed as appropriate.***

Reconstruction is desirable providing sufficient detailed information is available. Adaptation is acceptable to the extent of installing reversible small fixtures, services and partitions, providing this does not affect any external or internal fabric which is of exceptional or considerable significance. No significant fabric should be removed or action taken to confuse the sense of the space. Structural adaptation is generally unacceptable, however minor structural adaptation may be considered if it is in keeping with the overall aims of the conservation policy and has a minimal impact on the significant fabric.

Landscape elements should not be removed without due consideration of their heritage values. Where removal of significant trees is necessary due to their condition replacement plantings of the same species should be made.

There should be no work in areas of open space which will adversely affect the setting of the place or obscure important views to and from the site.

Zones of some significance

- 14. 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. New or different finishes are acceptable, provided these do not obscure or damage the important evidence of significant finishes.

Landscape elements should not be removed without due consideration of their heritage values. Where removal of significant trees is necessary due to their condition replacement plantings of the same species should be made.

There should be no work in areas of open space which will adversely affect the setting of the place or obscure important views to and from the site.

Zones of little significance

- 15. 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 do not detract from the significance of the adjoining spaces or elements. Before removal, ensure that a comprehensive photographic and written record is completed.

Intrusive zones

- 16. Intrusive spaces or elements have been identified as detracting from the significance of the place and their removal and or replacement with more appropriate detailing should be encouraged.***

Any proposed removal needs to be assessed against other considerations such as functional and economic before implementation. Before removal/demolition ensure that a comprehensive photographic and written record is completed.

6.2.5 Policies Related to the Physical Setting

Landscape Issues within the Study Boundary

- 17. The site should be landscaped in a manner that assists in interpreting important demolished building and site treatments based on the documentary evidence and archaeological evidence.***

If any landscaping of the site is to be undertaken, there is an opportunity to interpret the stables, cisterns and water tanks and original site treatments such as paths and driveways. The treatments could be subtle with accompanying signage to assist in their interpretation. Any major landscape planning or works should be preceded by archaeological investigations, which may provide information for future interpretation in the landscape.

Impact of the Setting and Surrounding Development

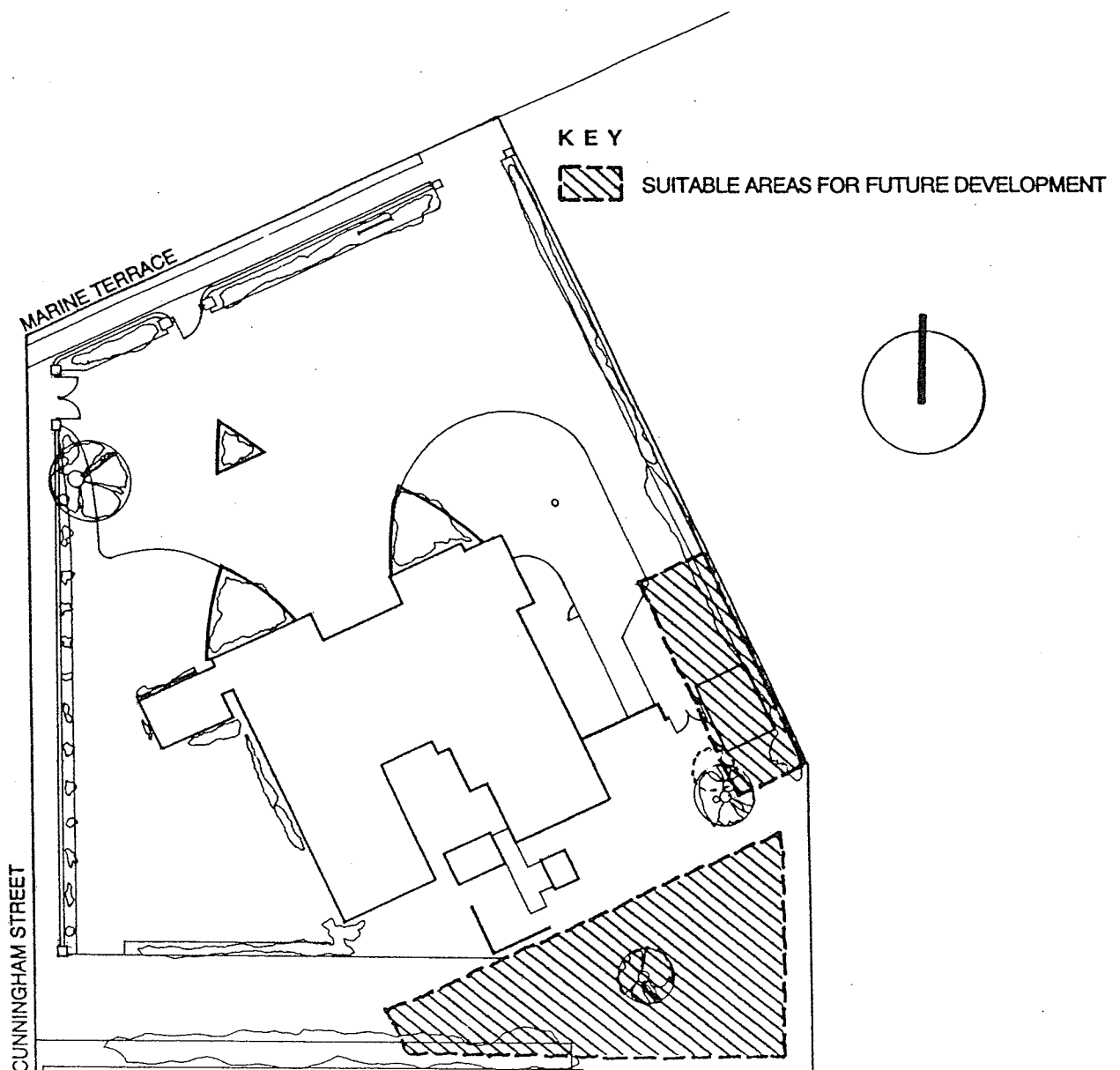
- 18. Any future development of the site should have due cognisance of the heritage values of the Residency and the visual impact on it.***

Control needs to be exerted over future structures, alterations to existing structures, pavement finishes, planting, telephone kiosks, lighting, seating and other furniture in general and signage to limit the profusion of clutter that detracts from the aesthetic significance and visual presentation of the place. Important vistas both from and to the place should be maintained.

- 19. Surrounding development within the site must be subject to controls to ensure that the significance of the Residency is not diminished.**

Control of development and redevelopment is required to conserve the setting and context of the Residency and to permit future interpretation of the place as well as the general level of amenity in the environs. If the place is included in the Heritage Council's Register of Heritage Places, proposed developments will be subject to the advice of the Heritage Council of Western Australia and the controls of The Heritage of Western Australia Act (1990). In the meantime, the City of Geraldton has a strong role to play through the development approval process in controlling surrounding development. See Figure 27.

Figure 27 Future Development



6.2.6 Interpretation

20. The place is of such importance that some form of interpretation programme should be undertaken and an interpretation plan prepared.

This interpretation should allow the visitor to understand the site, its phases of development and its importance to Western Australia and the Geraldton area. Advice should be sought from professional staff with appropriate skills and should include a variety of means, such as publications, fixed displays and explanatory plaques.

21. Interpretation of the Residency and any conservation processes should be accessible to visitors. Interpretative material should be professionally designed and manufactured based on the documentary and physical evidence.

Apart from a small heritage trail plaque, there is currently no interpretation of the Residency. Possible opportunities for interpretation are :

- signage describing conservation works in progress
- signage or displays in important rooms with public access
- external signage with public access at all times

22. A free pamphlet should be available for all visitors that briefly addresses the history of the site as well the exhibits.

It is important that all visitors have access to interpretative material that is useful and instructive during the visit and may be perused at a later date. Currently a small pamphlet outlining the history of the place and that of the Geraldton Cultural Trust, is available in the library. The information in this pamphlet could be expanded and illustrated with information from the documentary evidence collected for this conservation plan.

23. Permanent interpretation of the significant elements should be sited in selected locations .

This strategy gives the opportunity for additional passive or interactive interpretation in the relevant location. Interpretation in important rooms with public access could include more in-depth discussions of social history issues such as the development of the district, the role of the resident magistrate and women's health and childbirth and information about people connected with the place such as the architect, the resident magistrates and the matrons and staff of the maternity home.

6.3 POLICIES ARISING FROM THE PHYSICAL CONDITION OF THE PLACE

24. All works identified as Urgent in 6.8 : RECOMMENDED CONSERVATION WORKS should be attended to as a matter of priority and certainly within a year and those identified as Essential should be attended to within a two year time frame. Further detail of the extent of work can be found in the Inspection Schedules in Appendix One.

Whilst there were no identified areas of immediate concern, the works noted as urgent should be attended to prevent further (possibly costly) deterioration of the fabric identified or adjacent materials. Examples of this kind include the deterioration of some stone walls due to damp ingress, and termite infestation and damage.

25. A report should be commissioned from a structural engineer with heritage experience. Areas of concern such as the roof should be subject to a detailed inspection.

Structural problems identified in the engineer's report should be subject to a detailed inspection and appropriate remedial action.

Particular attention should be paid to the roof structure which has deflected under the loading of the concrete tiles. The tiles should be replaced by either corrugated galvanised iron or sheoak shingles. Prior to re-loading the roof with cladding, all framing should be checked by an engineer.

26. 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 annually, or more regularly if infestation becomes apparent and the effectiveness of eradication is in doubt. 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.

Evidence of termite infestation has recently been discovered in the floors of rooms 6, 7 and 8, and further investigations may reveal other affected areas. All infestations must be treated as soon as possible. To reduce the risk of further infestations, the accreted ground levels under all timber floors should be reduced. Also any softwood, chipboard or other composite timber products prone to termite attack that are adjacent to timber which has been graded as being of considerable or some significance should be removed for the protection of important fabric.

- 27. All hazardous materials (e.g. 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. Particular care should be taken with any fibro sheeting installed in the building before the 1980s which may contain asbestos. Hazardous materials were not observed in other locations although caution should be exercised where doubt exists.

- 28. Regular maintenance and repair of the elements of the Residency should be carried out having due regard to the significance of the fabric and this conservation policy.***

- 29. 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, particularly where replacement work is involved.***

- 30. 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.***

6.4 EXTERNAL REQUIREMENTS

6.4.1 Current Heritage Listings

The Statement of Significance suggests that previous assessments of the Residency have underestimated its cultural heritage significance. Though classified by the National Trust in 1970, it is not included in the Register of the National Estate or the Heritage Council's Register of Heritage Places.

The Residency has been listed as a historic place in the City of Geraldton's Town Planning Scheme and has been categorised as a place of the highest level of significance in the Geraldton Municipal Inventory. Inclusion in these local government documents affords the place a degree of protection by constraining development.

Further protection of the place would be obtained by its inclusion on the Heritage Council's Register of Heritage Places. Inclusion on this register would require any development, as defined by the Heritage of Western Australia Act 1990, to be referred to the Heritage Council for its advice.

While the Residency is owned by the Government of Western Australia, referral would be carried out by the responsible agency, the Department of Land Administration, but in the event of the disposal of the place, referral would usually be done by the local planning authority. Direct advice may also be sought by the property owners. The responsible government agency or local planning authority must not give an approval for works or development that is in conflict with this advice.

In consequence of the inclusion of a place on the Register of Heritage Places, the Heritage Council in respect of the place:

- (a) Has the power to enter into, implement and enforce Heritage Agreements (S.8.b)
- (b) May arrange assistance for the conservation of the place. (S.8.c)
- (c) May assist in negotiation with authorities. (S.8.d)
- (d) May enforce orders made under Part 6 of the Act. (S.8.k)
- (e) May waive certain decisions. (S.34)
- (f) May use its power for remission of certain payments or recover remitted monies under certain circumstances. (S.36 and S.37)
- (g) May obtain waivers in respect of written laws that might impede proper conservation. (S.38)
- (h) May issue conservation orders to protect the place, or issue restoration orders. (S.59 and S.62)
- (i) May institute proceedings for contraventions of the Act under Part 4 of the Act. (S.66 - 70)
- (j) May inspect the premises or place under Part 6. (S.71 - 72)
- (k) Will require all applications made under the Town Planning and Development Act, Local Government Act, Strata Titles Act or their prescribed applications to be referred to the Council for its advice prior to reaching a decision on that approval. (Part 8).

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 heritage values might otherwise be compromised.

31. The significance of the Residency warrants protection under the Heritage of Western Australia Act, 1990. To be afforded protection under this act, the Residency should be referred to the Heritage Council of Western Australia to be assessed for entry onto the Register of Heritage Places.

6.4.2 Statutory Requirements

32. The provisions of the Geraldton Town Planning Scheme, Building Code of Australia and Health Act apply, as with any public building, however, the Heritage Council may support the waiving or easing of requirements where important conservation objectives might be achieved by doing so and health and safety will not be compromised.

When a place is included on the Register of Heritage Places, the Heritage Council has the power to assist as outlined in 6.4.1 above.

33. 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.

6.5 REQUIREMENTS AND RESOURCES OF THE CLIENT, OWNER, OCCUPANTS AND OR USERS

6.5.1 Constraints and Opportunities Arising from the Requirements, Resources and Expectations of the Client.

The present owner, the Department of Land Administration (DOLA), wish to dispose of this property.

34. In the event of disposal, the Residency must be referred to the Heritage Council under the Government Heritage Property Disposal Process.

In 1995, DOLA, sought to have the cultural heritage significance of the place assessed. The assessment, completed by Considine and Griffiths Architects in January 1997, found the place to be of Considerable Significance. As a consequence of this assessment, the Department of Contract and Management Services, on behalf of DOLA, commissioned this conservation plan.

This plan was commissioned to recommend the on-going conservation measures necessary to ensure the future of the place and the retention of its significance. A Heritage Agreement should be entered into to ensure that all future owners are bound to observe the recommendations of this conservation plan.

35. In the event of the disposal of the Residency, a Heritage Agreement should be entered into to bind the owners in succession and to tie the conservation plan to the agreement.

The place is currently leased to the Geraldton Cultural Trust who have expressed their interest in acquiring and conserving the property. At present the building houses a library, exhibition space and the meeting rooms of a wide variety of interest groups. As the following policies under 6.6 Compatible Use clearly indicate, most but not all of the current uses are fitting for the components of the place. It is important that all future uses of the place meet the constraints relating to the gradings of significance together with the requirements for the stated uses of the spaces.

36. The Heritage Agreement must ensure that future uses of the place meet the requirements of the conservation plan.

6.5.2 Possible Community Attitudes and Expectations Regarding the Place.

37. The Residency must continue to demonstrate its worth to the community as an historic place by its continued conservation and maintenance together with good presentation and the provision of suitable interpretation.

It is highly likely that the wider community has a some regard for the place and has expectations regarding its conservation, maintenance, presentation and interpretation.

6.5.3 Social, Religious or Other Cultural Constraints.

38. 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.

There is no suggestion of any constraints pertaining to access due to cultural constraints.

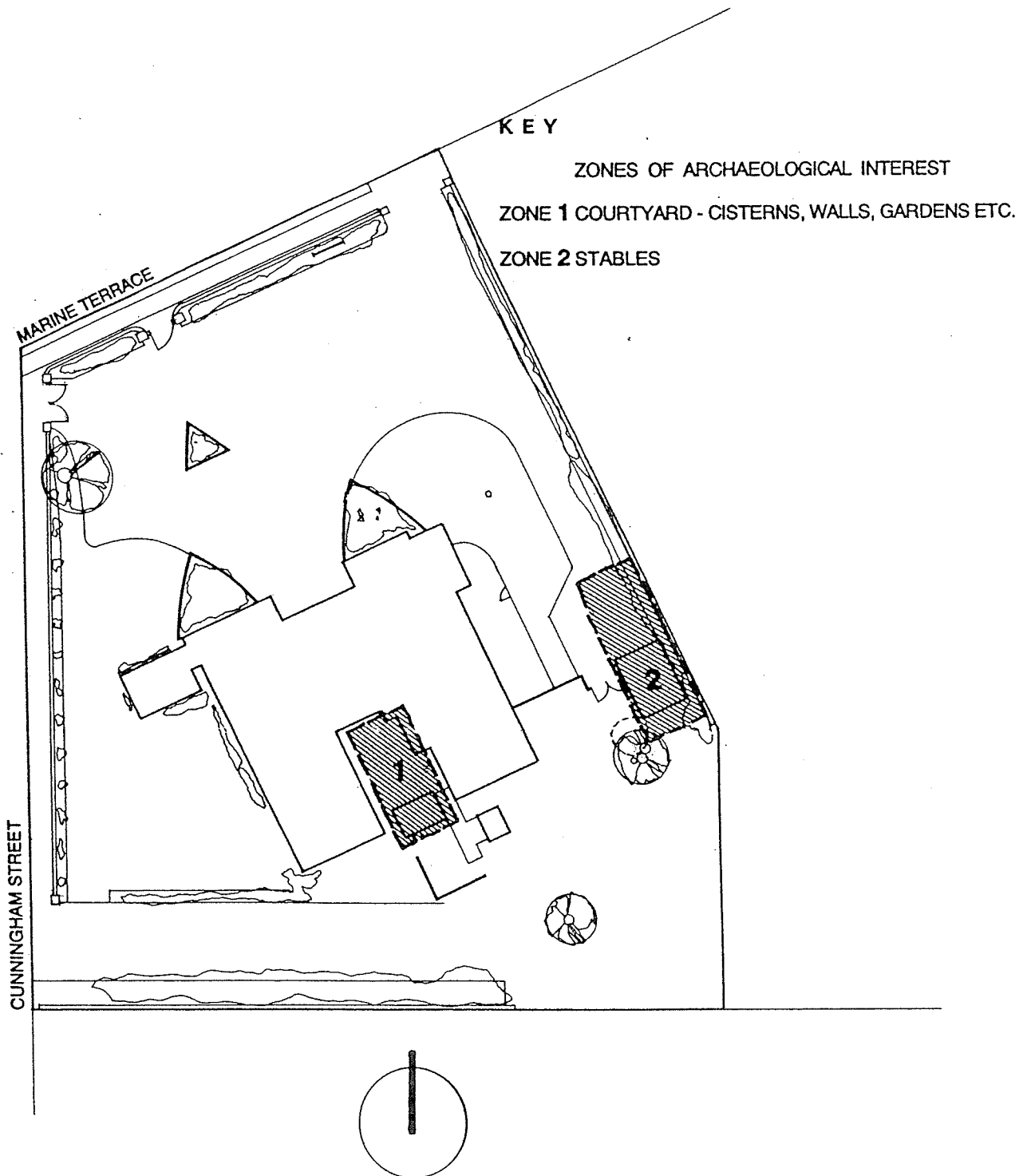
6.5.4 Opportunities for investigation

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

It is important that any 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, is not to be carried out without a well founded purpose, is not to be carried out by inexperienced people without experienced people in attendance and should be professionally

documented and recorded by an experienced historical archaeologist. Specific budget allocations can be made at the time projects are planned, where opportunities for investigation may arise. These costs should be considered part of the project cost.

FIGURE 28 Zones of Archaeological Interest.



6.6 COMPATIBLE USE

Refer to Burra Charter Article 1 definition 1.10 and the Graded Zones of Significance and 6.2.3 above to determine compatible uses for the place and its spaces.

- 40. Future uses of the Residency must be compatible with the place and its cultural significance. Compatible uses are those that would require no change to significant fabric or changes which are substantially reversible.***
- 41. All future uses must retain the open volumes of major spaces, require no adaptation that will adversely impact upon the significant fabric and should continue to allow public access to as many of the spaces as possible.***

The preferred uses for the principal spaces of the Residency is that they be retained for public display purposes or public use of some description.

- 42. Uses that have the potential to allow further reconstruction of missing elements or removal of intrusive fabric should be encouraged and explored.***

For example uses that would necessitate the removal of the stud walls in the former dining room (rooms 4, 5 and 6), the reinstatement of the dividing wall in room 21 or removal of the rooms built into the verandah and other intrusive structures. (rooms 10, 19, 20, 24, 26, 27, 30 and 31)

6.7 ADAPTATIONS

Where Adaptations are necessary to suit the existing building to compatible uses, refer to Burra Charter Article 1 definition 1.10 and the Graded Zones of Significance and 6.2.3 above.

- 43. Any Adaptations required to suit a particular part of the place for alternative uses must pay due regard to the policies outlined in this conservation plan, especially those that rank the significance of fabric and spaces. Adaptations should cause the least disruption possible to significant spaces and fabric.***
- 44. All adaptations must be distinguishable from existing fabric.***
- 45. The introduction of services should be handled in a manner that causes the 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 should, if possible, not be introduced into the Residency.***

6.8 RECORDS

46. Complete records of the place should be collected, accessioned and appropriately stored at the place by the owners assist with detailed conservation of the place. Storage facilities should be to archival standards and documents should not be removed except for supervised copying purposes.

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

If the owners or their lessees are of the view that the proper conditions for the storage of records cannot be provided, records could be deposited with a recognised repository such as the City of Geraldton Library or the Public Records Office.

6.9 RECOMMENDED CONSERVATION WORKS

If the place is entered onto the Heritage Council's Register of Heritage Places, all proposed works are subject to the advice of the Heritage Council of Western Australia and is subject to the controls of The Heritage of Western Australia Act (1990).

47. Carry out all urgent works within a one year time span.

Urgent Works

- Commission structural engineers report for entire building.
Particular attention to be paid to the deformation of the roof structure and evaluating its lifespan with the current tile roof cladding.
- Repair timber verandah posts.
Conserve timber posts built into stone and fibro verandah enclosures.
Repair the ends of freestanding timber posts.
- Clean out under floor cavity and reduce ground levels to original level.
The cleaning out of the floor cavity should be supervised by an archaeologist.
- Repair all termite damage and treat all timber for termites.
- Replace rainwater goods that have rusted through.
Use pgi ogee profile gutters and pgi round downpipes.

48. Carry out all High Priority works within a two year time span.

High Priority Works

EXTERIOR

Roof

- Roof structure

Carry out repairs described in a commissioned structural engineers report.

- Roof cladding

Remove existing roof tiles and reclad roof. The documentary evidence strongly suggests that the replacement roof should be galvabond corrugated iron or sheoak shingles. See also the remarks on verandah roofs below.

Verandahs

- Rainwater goods and timber bargeboards

New gutters should be plain galvanised iron ogee profile gutters with a scotia bead under, new downpipes should be round p.g.i. and new bargeboards should be dressed timber sections to match the documentary evidence.

- Reinstall original verandah profile

While reinstalling the original verandah profile is not essential work, it is logical to carry it out when the main roof is being reclad and its structure repaired and when work has to be carried out to the verandah to repair the posts, replace the rainwater goods etc. and to remove concrete paving directly adjacent to stone walls.

Modifications to the verandah will directly affect all enclosed verandah rooms.

Rooms 8, 11, 12 and 25, constructed prior to 1953 when the verandah roof was changed, will require a small amount of work to remove the alterations made at that time (e.g. Room 25 - brickwork used to extend height of stone wall up to new verandah height will need to be removed)

Rooms 10, 20 and 24 and the link to room 31, all constructed after 1953, will need to be removed - they could be modified but as they are graded intrusive, they should be removed when the opportunity arises.

Room 19 should be removed to reinstate the missing section of verandah.

Reduction of ground levels

- Reduce the height of the verandah floors to below that of the underfloor vents.
- Reduce ground levels to entire perimeter of building.
- Reduce the height of the paving and garden beds in the courtyard.
- Reduce height of paving courtyard - re-lay paving to falls to soakwell.

Stonework

- Repair local sections of deterioration, consolidate and replace stones as appropriate, remove organic matter and salts and repoint where necessary.
Remove insitu concrete, brick paving and bitumen abutting limestone walls and introduce ventilation strips against walls.

Renders

Remove all cement renders and cement render patching to stonework and repair stonework as necessary and repatch with appropriate lime based renders.

- **Woodwork**

Repair existing timber windows and doors replacing deteriorating timber and returning them to an operational state.

- **Glazing**

Replace broken glass throughout and re-putty windows where required. Retain all original glass, except where it is no longer serviceable.

- **Painting**

Repaint all previously painted surfaces that were originally painted. Investigate the substrate of stonework that was not originally intended to be painted and if feasible remove paint. Do not paint surfaces previously intended to be unpainted. Precede painting work by detailed investigation for original materials and colours.

INTERIOR

- **Timber floors**

Check for termites in timber, repair all termite damage and treat for termites.

Remove any chipboard sheets laid on to earlier timber floors.

Remove floor coverings if no longer required, clean off boards, repair to match existing and treat with mop oil.

- **Roof Spaces**

Clean out roof spaces

- **Ceilings**

Stabilise and re-bond remaining lath and plaster ceilings as required.

- **Cellar**

Treat damp problem, remove all cement based renders from walls, repair stonework and patch with lime based renders, limewash.

49. Carry out Medium Term Conservation Works within a five year time frame.

Medium Term Conservation Works

EXTERIOR

- **Setting**

Design and implement a landscape scheme that takes into account archaeological and interpretation opportunities, including the investigation and implementation processes themselves.

This scheme should address the removal of the bitumen carpark and the creation of a new gravel carpark located in a less intrusive way and designed to minimise wasted area and water runoff problems.

- **Stone perimeter wall**

Remove all cement based render patching, repair stonework and patch with limebased renders.

Remove metal gates and reinstate earlier timber gates. (See photograph 2)

INTERIOR

- **Previous Openings**

Conserve evidence of previous openings and reinstate previous openings where possible. For example remove hatch and reinstate window to room 3.

Remove boarding to windows in rooms 9 and 23.

- **Recently removed walls**

Consider replacing the wall that previously divided room 21 into two.

- **Recent stud framed dividing walls**

Consider removing the stud walls which divide rooms 4,5 and 6.

Consider removing the stud walls that divide rooms 3 and 5 and rooms 6 and 9 and reinstating plastered stone walls.

- **Reinstate the cellar light**

Remove the brick work behind the window frame, part of the floor to room 26 and the fill under it and reinstate the stone steps.

- **Staircase**

When the cellar light is reinstated, consider reconstruction of the original stair arrangements in part of room 17 and 26. A more easily negotiated internal stair will make the cellar a more useable space.

- **Woodwork**

Reinstate any missing trims, skirtings, architraves, moulds and the like.

Reinstate missing doors, architraves and fireplace surrounds to documentary and physical evidence.

- **Hardware**

Conserve and service remaining significant hardware and replace intrusive items

- **Painting**

Carry out paint colour investigations and either reinstate or interpret colours.

- **Lighting**

When replacements are considered, consider lighting types that are appropriate and inconspicuous such as simple pendant lights with glass bowls or chinamen's hats. Replace all fluorescent tube lights and spotlights.

Additional light for display or interpretation should be simple, modern fittings using the smallest size and number of fittings compatible with achieving the required lighting levels.

50. Carry out Long Term Conservation Works within a ten year period.

Long Term Works

EXTERIOR

- Reinstall missing chimneys
- Remove any remaining intrusive verandah rooms

INTERIOR

- **Ceilings**

Reinstall lath and plaster ceilings or if this is not possible, flush plasterboard ceilings with no cornices and no ceiling vents.

- Refurbish toilets in rooms 17 and 16.
- Refurbish kitchen, remove intrusive hood and stove recess.

6.10 CONCLUSION

This chapter outlined policies for the conservation of the place and underpins a strategy for implementation, which follows.

7.0 POLICY IMPLEMENTATION

7.1 INTRODUCTION

This section is concerned with implementation of the conservation policies elucidated in Section 6. 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, 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.

7.2 RESPONSIBILITIES FOR IMPLEMENTING POLICIES

The owner of the Residency has responsibility for and control of the site and is best placed to play the primary role in the conservation of the place and manage the place for the enjoyment of the community.

7.2.1 Primary Responsibility

The current owners of the place, the Department of Land Administration should retain responsibility for the adoption and implementation of the conservation plan.

It is important to draw on appropriate skills to ensure appropriate decision making. It is therefore desirable that the owner is guided by expert advice, when appropriate. 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.

7.2.2 Future Disposal of the Property

In the event of the disposal of the place, DOLA is responsible for ensuring that the requirements of the Government Heritage Disposal Process are met and that the place is adequately protected to guarantee that the significance of the place is maintained.

Prior to its disposal the Residency should be nominated for inclusion in the Heritage Council's Register of Heritage Places. Inclusion on this register would provide a broad-based control under the Heritage of Western Australia Act, 1990.

An additional layer of protection can be provided by the inclusion of a heritage agreement as a condition of sale. The agreement should precisely reflect the heritage requirements and constraints as well provide time scales for the completion of necessary conservation works. The same conditions should apply to future leases. The Heritage Council has developed several model heritage agreements, which may be of use to this application.

The disposal, if it proceeds should take place in such a manner that potential purchasers are fully aware of their responsibilities under the Heritage of Western Australia Act, 1990 and the requirements of this conservation plan.

7.2.2³ Responsibility Following the Future Disposal of the Property

Following its disposal, the conservation of the place will become the responsibility of the new owner.

7.2.3 Responsible Officer

A responsible person through whom all management and works decisions should pass should be chosen by the owners. All major decisions must be resolved by reference to the conservation plan and with appropriate professional conservation advice. The responsible person 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.

7.2.4 Responsibilities in Relation to Policies

While the owner should retain the primary responsibility in relation to the policies, the implementation of policies day by day will need to be delegated or will be jointly the responsibility of one or more other parties; relevant policy section numbers are bracketed.

All Parties

- Procedural constraints arising out of the Burra Charter (6.2.1)
- Procedural constraints arising out of the Statement of Significance (6.2.2)
- Policies arising out from the graded zones of significance (6.2.4)

Owner, Professional Conservation Advisers, Local Planning Authority and Government Agencies

- Policies related to the physical setting (6.2.5)
- Policies relating to external requirements (6.4)

Owner and Professional Conservation Advisers

- Opportunities arising out of the Statement of Significance (6.2.3)
- Interpretation (6.2.6)
- Policies arising from the physical condition of the place (6.3)
- Policies relating to community attitudes, expectations, social religious or Other cultural constraints (6.5.2 & 6.5.3)
- Compatible use (6.6)

Owner

- Complete documentation (6.7)
- Review this conservation plan at the expiry of five years after its publication in the year 2002.

7.3 TIMEFRAME FOR THE IMPLEMENTATION OF RECOMMENDED CONSERVATION WORKS

The timeframe in relation to policies varies. The following classes of policy should be achieved within the specified timeframes :

- | | |
|----------------------------------|------------|
| • Urgent Works | One year |
| • High Priority Works | Two years |
| • Medium Term Conservation Works | Five years |
| • Long Term Conservation Works | Ten years |

Works outlined in 6.9 Recommended Conservation Policies

7.4 SPECIFIC PROCESSES FOR IMPLEMENTATION OF POLICIES

The conservation plan should be adopted by the Department of Lands Administration as the fundamental tool for conservation of the place.

Through a heritage agreement, owners in succession should be bound the conservation plan and its revisions.

The recommended management structure and routines should be put into place to ensure that the Residency 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 and updating and improving it progressively.
- Interpretation of the place.
- Control over uses.
- Control of future development.
- Adoption of a financial plan that takes into account 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 lease arrangements or temporary use licences, if contemplated, recognise the need to conserve the place and that 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 Residency's financial systems.

Develop annual maintenance, conservation, and improvement programmes and seek out relevant funding programmes, donations, sponsorship and the like. Ensure that sponsor requirements do not conflict with conservation objectives and the requirements for proper presentation of the place.

Annexure C

Conservation Works

The Residency, Geraldton, Schedule of Conservation Works March 2006 prepared by Philip Griffiths Architects.

THE RESIDENCY, GERALDTON, SCHEDULE OF CONSERVATION WORKS

March 2006.

Essential Works-Immediate Action to be completed by 31 December 2006

- In association with the implementation of stormwater drainage and sewage work, reduce ground levels in the vicinity of stone walls to near original levels. Determine original levels by excavating adjacent to walls. Fully reveal under floor vents. Replace missing and badly damaged vent grilles to match existing.
- Carefully remove cement renders, loose material and bottom section of plaster on internal walls affected by rising damp, install damp proof course (either injected, anode, or electro-osmotic damp protection if damp persists), allow walls to dry and then reinstate finishes, skirtings and the like and re-paint walls.
- Remove loose material to basement walls, install anode or electro-osmotic damp protection if damp persists and then repair stonework when walls have dried. Finish walls to match existing and apply limewash.
- Commission structural engineers report for entire building, paying particular attention to the deformation of the roof structure and evaluating its life span with the current tile roof cladding.

Essential Works-Medium Term Action to be completed by 31 December 2008

EXTERIOR

Roof

- Roof structure
Carry out repairs described in a commissioned structural engineer's report.
- Roof cladding
Remove existing roof tiles and re-clad roof, when present roofing is no longer serviceable. The documentary evidence strongly suggests that the replacement roof should be galvabond (Z600) corrugated iron or sheoak shingles. See also the remarks on verandah roofs below.

Verandahs

- Rainwater goods and timber bargeboards
New gutters should be plain galvanized iron ogee profile gutters with a scotia bead under, new downpipes should be round p.g.i. and new bargeboards should be dressed timber sections to match the documentary evidence.
- Repair timber verandah posts and piece in bottoms as required, replace post only if beyond repair. Replace steel poles with stop chamfered timber posts to match existing.
- Reinstate original verandah profile.

While reinstating the original verandah profile is not essential work, it is logical to carry it out when the main roof is being re-clad and its structure repaired and when work has to be carried out to the verandah to repair the posts, replace the rainwater goods etc. and to remove concrete paving directly adjacent to stone walls and create a breathing strip along walls. (If timber verandahs are reinstated this strategy need not be implemented)

Modifications to the verandah will directly affect all enclosed verandah rooms and consideration should be given to removing them.

Rooms 8, 11, 12 and 25, constructed prior to 1953 when the verandah roof was changed, will require a small amount of work to remove the alterations made at that time (e.g. Room 25 - brickwork used to extend height of stone wall up to new verandah height will need to be removed) Alternatively, these rooms may be removed.

Rooms 10, 20 and 24 and the link to room 31, all constructed after 1953, will need to be removed - they could be modified but as they are graded intrusive, they should be removed when the opportunity arises. While it remains useful, room 31 may be retained. Room 30 should be removed if no longer required.

Room 19 should be removed to reinstate the missing section of verandah when removal is practical.

Reduction of ground levels and termite protection

- Reduce the height of the verandah floors to below that of the underfloor vents, if possible. In the meantime, cut breathing strips in the concrete to allow stonework to breath, as noted above.
- Reduce the height of the paving and garden beds in the courtyard to below the vent level and ensure that courtyard drains effectively.

(See also remarks on the reduction of ground levels in floor cavities below.)

Install perimeter termite protection system such as Exterra or Centricom.

Stonework

- Repair local sections of deterioration, consolidate and replace stones as appropriate, remove organic matter and salts and re-point where necessary.

Remove insitu concrete, brick paving and bitumen abutting limestone walls and introduce ventilation strips against walls.

Renders

Remove all cement rich renders and cement rich render patching to stonework and repair stonework as necessary and re-patch with appropriate lime based renders. Where possible all renders should be removed from external walls.

- **Woodwork**

Repair existing timber windows and doors replacing deteriorating timber and returning them to an operational state.

- **Glazing**

Replace broken glass throughout and re-putty windows where required. Retain all original glass, except where it is no longer serviceable.

- **Painting**

Repaint all previously painted surfaces that were originally painted where the paint systems are breaking down. Investigate the substrate of stonework that was not originally intended to be painted, and if feasible remove paint. Do not paint surfaces previously intended to be unpainted. Precede painting work by detailed investigation for original materials and colours.

INTERIOR

- **Timber floors**

Clean out under floor cavity and reduce ground levels to original level. (The cleaning out of the floor cavity should be supervised by an archaeologist.). Before carrying out this task, carry out a local investigation and determine the original form of construction and the likely reduced levels.

Repair all termite damage and treat all timber for termites. Repair stump/piers and wedge up timbers tight.

Remove any chipboard sheets laid on top of earlier timber floors.

Remove floor coverings if no longer required, clean off boards, repair to match existing and treat with mop oil.

- **Roof Spaces**

Clean out roof spaces.

- **Ceilings**

Stabilize and re-bond remaining lath and plaster ceilings as required.

Essential Works - Long Term to be completed within 5 – 10 years after commencement of Heritage Agreement

EXTERIOR

- **Setting**

Design and implement a landscape scheme that takes into account archaeological and interpretation opportunities, including the investigation and implementation processes themselves.

This scheme should address the removal of the bitumen carpark and the creation of a new gravel carpark located in a less intrusive way and designed to minimize wasted area and water runoff problems.

- **Stone perimeter wall**

Remove all cement based render patching, repair stonework and patch with lime based renders.

Remove metal gates, as these are damaging the stone in the gate piers, and reinstate earlier timber gates. (See photograph 2 in Conservation Plan 1997)

INTERIOR

- **Previous Openings**

Conserve evidence of previous openings and reinstate previous openings where possible. For example remove hatch and reinstate window to room 3.

Remove boarding to windows in rooms 9 and 23.

- **Significant removed walls**

Consider replacing the wall that previously divided room 21 into two.

- **Added stud framed dividing walls**

Consider removing the stud walls, which divide rooms 4,5 and 6.

Consider removing the stud walls that divide rooms 3 and 5 and rooms 6 and 9 and reinstating plastered stone walls.

- **Reinstate the cellar light**

Remove the brickwork behind the window frame, part of the floor to room 26 and then fill under it and reinstate the stone steps.

- **Staircase**

When the cellar light is reinstated, consider reconstruction of the original stair arrangements in part of room 17 and 26. A more easily negotiated internal stair will make the cellar a more useable space.

- **Woodwork**

Reinstate any missing trims, skirtings, architraves, moulds and the like.

Reinstate missing doors, architraves and fireplace surrounds to documentary and physical evidence, and open up fireplaces to reveal fireboxes. Replace flush panel doors in original door openings with four panel doors to match existing.

Replace concrete lintel to room 9 door and repair reveals.

Conserve and service remaining significant hardware and replace intrusive items.

- **Painting**

Carry out paint colour investigations and either reinstate or interpret colours.

- **Lighting**

When replacements are considered, consider lighting types that are appropriate and inconspicuous such as simple pendant lights with glass bowls or chinamen's hats. Replace all fluorescent tube lights and spotlights.

Additional light for display or interpretation should be simple, modern fittings using the smallest size and number of fittings compatible with achieving the required lighting levels.

- Remove all unwanted kitchen fittings and associated tiling.
- **Room air conditioners**
- Remove all window mounted room air conditioners as soon as practicable and make good openings.

Redundant service pipes

- Remove redundant service pipes throughout.

Optional Works-Long Term to be carried out if resources become available

EXTERIOR

- Reinstate missing chimneys
- Remove any remaining intrusive verandah rooms
- Consider reinstating timber verandahs.
- Consider removing internal concrete floors where possible and reinstating timber floors.

INTERIOR

- **Ceilings**

Reinstate lath and plaster ceilings or if this is not possible, flush plasterglass ceilings with no cornices and no ceiling vents.

- Refurbish toilets in rooms 17 and 16.
- Refurbish kitchen, remove intrusive hood and stove recess.
- Consider a less conspicuous location for main switchboard when a replacement is required.
- To assist with management and rapid access in the case of emergency, consider the installation of a master key system.
- Consider using lime based paints on plastered walls internally, per the original and early paint systems.

Asbestos Cement

Asbestos cement was noted in a number of locations. While it is not being disturbed it may remain. Removal must take place in accordance with Government regulations

Archaeology

The responsibility for archaeology should be limited to areas that are likely to be disturbed by works. For example construction over the stables site. Archaeological investigation and recording is all that is required, plus some interpretation of what was found during investigations. We do not see this as an onerous burden and would probably consist of a visit by an archaeologist before works commence, and a possible monitoring role during excavation.

Annexure D

Maintenance

Extract taken from *Appendix Two, Provisional Periodic Inspection Schedule* in the Conservation Plan.

APPENDIX TWO
PROVISIONAL PERIODIC INSPECTION SCHEDULE

PROVISIONAL PERIODIC INSPECTION SCHEDULE

The following schedule has been devised to become a part of the maintenance regime which will be the responsibility of the current owner, the Department of Land Administration, until the sale of the property when it shall become the responsibility of the purchaser.

This schedule should be regarded as provisional and should be adapted to suit changing circumstances. It should also be regarded as the minimum standard.

EVERY WEEK

External lighting
Internal lighting
Security system
Grounds - generally for tidiness and the collection of noxious or dangerous debris.
Public access at entries to ensure public liability obligations are fulfilled.

EVERY FORTNIGHT

General tidiness and presentation

EVERY MONTH

Lavatories and basins for public use; check operation

EVERY QUARTER

Gutters, downpipes and sumps
Monitor damp in generally and in known problem spots
Monitor any water penetration and attend immediately
Monitor walls and lath and plaster ceilings for cracking

ANNUALLY

Termite inspection and repair of damaged materials
Roof inspection and repair
Joinery and hardware operation
Paint systems externally
Sewerage and drainage system
Floor finishes
Paving surfaces
structural timbers
Garden areas for seasonal and replacement planting
Fences

BI-ANNUALLY

Internal walls and ceilings for cracking and paint system performance

NOTE

Any urgent works or major maintenance items discovered during the periodic inspections should be referred to a architect with heritage experience for advice before any work commences.