

**AMENDED MOTION**

That Council PROVIDES in principle support towards the proposed 2023/2024 Shire of Denmark Events Program and associated budget allocations for:

1. Seniors Week Luncheon (\$5,000);
2. International Day of People with Disability (IDPwD) (\$1,000);
3. Christmas Pageant (\$10,000).

CARRIED: 7/1 Res: 130423

*Pursuant to Council Policy P040134 all Councillors' votes on the above resolution are recorded as follows;*

*FOR: Cr Gearon, Cr Gibson, Cr Campbell, Cr Clarke, Cr Ormsby and Cr Lewis.*

*AGAINST: Cr Devenport.*

**REASONS FOR CHANGE**

The Council’s preference was to discuss the Australia Day Festival, Youth Festival and Volunteer Appreciation Function during the budget process, believing that it was premature to discuss these events at this time.

**9.3 CHIEF EXECUTIVE OFFICER**

**9.3.1 KWOORABUP NATURE SCHOOL PROPOSAL**

<b>File Ref:</b>	LEA.41
<b>Applicant / Proponent:</b>	Kwoorabup Nature School
<b>Subject Land / Locality:</b>	No.2 (Lot 952) Inlet Drive. Reserve 30277
<b>Disclosure of Officer Interest:</b>	Nil
<b>Date:</b>	3 April 2023
<b>Author:</b>	David King, Deputy Chief Executive Officer Claire Thompson, Governance Co-ordinator
<b>Authorising Officer:</b>	David Schober, Chief Executive Officer
	9.3.1a – Kwoorabup Nature School Proposal (2023)
	9.3.1b – 2014 Concept Plan
	9.3.1c – 2019 Concept Plan
<b>Attachments:</b>	9.3.1d – Stakeholder Submissions
	9.3.1e – Rural and Residential property within 5km of the Denmark Townsite
	9.3.1f – Schedule of Shire Leases

**IN BRIEF**

- The Kwoorabup Nature School (KNS) (formerly the Spirit of Play) is requesting an extension of their lease area and a new 21-year lease. The proposal is provided in Attachment 9.3.1a.
- The proposed expansion area would incorporate the existing area leased to the Denmark Lions Club Inc. (Lions).

- Council needs to consider and determine the long-term use of the reserve and whether the school's proposal is aligned with that use.

## **RECOMMENDATION**

That Council:

1. PROVIDE in principle support for the expansion of the Kwoorabup Nature School on Reserve 30277.
2. ADVISE the Kwoorabup Nature School that the proposed concept plan as attached in 9.3.1a is not accepted.
3. REQUEST the Chief Executive Officer to engage key stakeholders in developing a revised concept plan and considers the following:
  - a) Enhancement of the key railway reserve aspects including, but not limited to, the relocation of the Station Masters House to its original position and the restoration of the Ash Pit (including carriage) and the Turntable.
  - b) Minimal fencing, especially around heritage features such as the Old Post Office building.
  - c) Removal of the 'Public Shared Use Area' from any new lease and improving public access to that area.
  - d) Installation of appropriate interpretative signage of heritage assets.
  - e) Relocation of the Station Masters House to its original location in adjacent Reserve 46242.
  - f) Relocation of the shed within the current Lions lease area to the adjacent Reserve 46242.
4. ADVERTISE a revised concept plan for public consultation and present back to Council, with any submissions received.

## **LOCATION**

1. The KNS occupy a portion of Lot 952 on Deposited Plan 39348, located at 2 Inlet Drive, Denmark.
2. The Denmark Machinery Restoration Group (DMRG), Mens Shed, and the Lions currently occupy leased areas on the reserve, as delineated in Figure 1.
3. The Bibbulmun Track and the Heritage Rail Trail also pass through the reserve and are popular with local bushwalkers and the like.

### **Figure 1 – Site Context**





**BACKGROUND**

4. The KNS has leased a portion of Reserve 30277 since 2003. The initial lease was for five (5) years.
5. At its meeting held on 24 June 2008, Council approved a new lease for a period of five (5) years (Resolution No. 130608), which resulted in a new expiration date of 2013.
6. At its meeting held on 25 September 2012, Council approved an extension to the lease area to incorporate an approved additional storage building, existing septic tanks and adequate area for sufficient soft fall sand under the swing set (Resolution No. 160912).
7. In 2013, under clause 4.6 (Further Term) of the Lease, the Lessee exercised their option for a further five (5) year term by written request to the Chief Executive Officer. A new valuation was undertaken in October 2013, which formed the basis of their annual lease fee from 1 December 2013 to 30 November 2018.
8. At its meeting held on 27 May 2014, Council adopted the Denmark Historic Railway Precinct Concept Plan with respect to Reserve No. 30277 (Resolution No. 240514). Part 6 of the resolution stated,
 

"Advise the Spirit of Play that it has amended the plan such that the label of the building that they currently lease is titled "Old Post Office Building" so as to provide clarity that it is Council's view that an expanded community school at the site is not a long term complementary use at the Heritage Precinct."

See Attachment 9.3.1b for the adopted Concept Plan (2014).
9. At its meeting held on 22 March 2016, Council approved the addition of a temporary classroom which involved an extension of the lease area (Resolution No. 160316). This resulted in a relative increase in the annual lease fee, based on the 2013 valuation.

10. In 2017, the KNS approached Council advising that whilst they had identified an appropriate alternative site for the school, they would require a 12-month extension to give them sufficient time to relocate to the new site. At its meeting on 18 July 2017, Council granted permission for the KNS to continue occupying the Leased Premises as a monthly tenant until 21 December 2019 (Resolution No. 120717).
11. In February 2019, the Council agreed to allow the KNS to extend their lease area, grant the school a new 15 year lease and amend the Denmark Historical Railway Station Precinct Concept Plan ('Concept Plan') to include reference to the school's lease area on the reserve. Due to concerns raised by the other lessees of the portions of the reserve and the Denmark Historical Society, the KNS provided a compromise to the other lessees by agreeing to do some 'Common Area Works'. The Amended Concept Plan is provided as Attachment 9.3.1c.
12. 'Common Area Works' is defined in the lease as:
  - a) Relocation of access road from Inlet Drive;
  - b) Construction of car parking surrounding Lions Lair;
  - c) Construction of car parking adjacent to Crellin Street and a culvert to allow vehicle access;
  - d) Any servicing requirements as a result of school activities; and
  - e) Including any ancillary works required to undertake or complete such works.
13. It was also agreed at the time to include a 'Public Shared Use Area' that incorporated the historical turntable and ash pit. Item 9 of the Schedule states that 'any works undertaken on Reserve 30277 must be consistent with the adopted [Concept Plan] and be sympathetic to the heritage of the precinct. Any works or modifications to the historical relics at the site must be undertaken in liaison with the Denmark Historical Society'.
14. Item 10.2 of the Lease Schedule requires the lessee to 'fund the agreed costs of construction / installation of nature play areas and refurbishment of the Historical Turntable and the Ash Pit in the Public Shared Use Area'. The common area works were completed relatively quickly after the new lease commenced; however, the historical relics are yet to be refurbished or interpretative signage installed.

## **DISCUSSION / OFFICER COMMENTS**

### The Proposal

15. The KNS has requested an extension to their lease area to allow them to expand to 160 students by 2027. The expansion would enable space for an additional four classrooms and a number of other infrastructure supports, such as ablutions and play spaces. In addition, the school has also requested a new 21-year lease. This would also enable them to apply for a grant to partially fund the building cost of any new classrooms. The full proposal is included in Attachment 9.3.1a.
16. The proposed expansion area would encapsulate the current area leased to the Denmark Lions Club ('Lions'). As with the other reserve leaseholders, specific feedback was sought from the Lions and has been included in the consultation section of this report and attached (see Attachment 9.3.1d).

### Denmark Lions Club Lease

17. While the Lions have advised that they have been an occupant at the site for 20 years, the Shire only formally entered into a lease with the Lions in 2007. A new 10-year lease was executed in 2012. The lease is consistent with other leases to community groups, the annual rent being \$1.00, and the rates, to date, have been waived by Council. The lease expired on 31 August 2022, around the same time the Shire was made aware of the KNS's proposal. The Lions have been occupying the site as a monthly tenant.
18. The KNS have indicated that they would be prepared to enter into a shared-use agreement with the Lions and cover any outgoings such as gas, water, electricity and waste disposal. The KNS would also permit other community groups to use the building outside of school hours.
19. The KNS has advised that they are happy to explore other working arrangements with the Lions as some of their facilities may be more practical to their needs. For example, the KNS would support Lions use of the Post Office building to provide a more open and flexible space for meetings, gatherings and memorabilia displays.
20. The shed adjacent to the Station Masters House is used by the Lions to store equipment that they use for charity work and to comply with their obligations under a Service Agreement with the Shire to maintain a portion of the Denmark Cemetery.
21. The Lions have indicated that proposed shared-use agreements would not suit their operations. This is primarily due to the Lions use of the building and its facilities (showers and kitchen) at many different times during the week as they undertake their various community volunteer works. The Lions' have expressed their views that this is incompatible with school use due to children occupying the building for most of the week.
22. Officers have explored a number of alternative solutions to replicate the existing situation but there does not appear to be any that would meet the Club's current service level in terms of functionality.
23. Should the Council agree to accommodate the KNS's proposal, the Lions have requested that:
  - The Station Masters house and workshop/shed be relocated to a suitable location on the reserve; and
  - All associated costs be covered by the Shire and the KNS, including, but not limited to, all utility services, sewage, stormwater etc.

### Alternative School Sites

24. Under Town Planning Scheme No. 3 (TPS3), a school is considered under the land use definition for 'Education Establishment', which is a discretionary land use in the 'Residential' and 'Rural' zones.
25. Provided issues of land area, access and bushfire safety are accounted for, there would appear to be many options for the existing school to relocate to without necessitating a rezoning. Attachment 9.3.1e shows the land parcels that could be considered without a rezoning.
26. As no rezoning is required for land indicated in attachment 9.3.1e, the development application would be considered under Council's discretion and not subject to the West Australian Planning Commission approval processes.

27. The development would be assessed against State Guidelines for new schools. These guidelines are primarily for greenfield structure planning, and relaxations can be considered at the local government's discretion where appropriate.
28. KNS cite numerous financial constraints for development on an alternate site. These are:
  - The school has invested close to \$2M into the current site.
  - A new site development is likely to cost between \$4-5M at today's construction costs.
  - Development on a new site is unachievable within 5-10 years, even with assistance from capital works grants and loans.

#### Leasing of Crown Land across the Denmark Municipality

29. A schedule of Shire leases is provided as Attachment 9.3.1f.
30. Not including the Peaceful Bay leasehold area, the Shire has 43 leases, of which 28 are non-commercial (peppercorn) and leased at \$1 per year or \$5 per year in one instance.
31. The 28 non-commercial leases are for community groups that either manage and maintain a Council building, provide a service to the community, or are member-based clubs.
32. The Shire has 14 commercial leases; 3 of these leases are on freehold land, with the remaining 11 on Crown reserves.
33. Several of these leases, particularly the caravan parks and fishing leases, are located on reserves that would be considered as having high public value if they were not privatised.
34. As with the community leases, it is argued that there are instances where Council have determined that the public benefit of leasing Crown Land outweighs the public benefit of open access.

#### European Heritage Implications

35. Council's long-stated intention for this reservation is as a heritage precinct.
36. The Council's adopted Municipal Heritage Inventory (MHI) includes the following Place Records which relate to the reserve;
  - Railway Precinct (including the Bridge, Ashpit and Turntable);
  - Denmark River Railway Bridge;
  - Old Post Office (currently in the Spirit of Play lease area);
  - Station Master House (current Lions Lair); and
  - Old Railway Station (former Bowling Club on Reserve 20403).
37. Heritage management principles would encourage the adaptive reuse of heritage buildings to ensure that the built fabric is actively managed over time.
38. Adaptive reuse of the main heritage buildings on the reserve is already occurring with the Lions tenure within the Station Masters House, and the Old Post Office, located within the school's lease area. The proposal does not improve or detract from adaptive reuse principles.
39. Adaptive reuse principles preserve historical assets. However, they do not necessarily provide interpretation or enhance areas external to the asset being 'reused'. If the ultimate intention of the site is to retain heritage assets and retain public access, then the allocation



of large portions of the site for privatisation and/or fencing of the heritage assets does not meet this intention.

40. Figure 2 shows the reserve and provides a comparison between 1962 and 2022. Aside from the addition of numerous new buildings, none of which add any historical value to the reserve, the original position of the Old Station Masters House can be seen in the NW corner of the adjoining reserve (No. 46242).

**Figure 2 – Ariel photography 1962 and 2022**



41. It is the view of officers that the site is already limited in delivering precinct-wide heritage values due to the existence of several new buildings on the site, including the Mens Shed, the Denmark Machinery Restoration Group Shed, ancillary outbuildings, school classrooms and associated play areas.
42. It could also be argued that the location of the Old Post Office building and the Station Masters House, not being in their original locations, detract from the 'railway' heritage precinct values.
43. It is noted that some of the heritage elements of the 2019 Concept Plan have been installed by the other stakeholders/leaseholders, including a section of a railway line that has been rebuilt in accordance with the 2019 Concept Plan and as far as possible in alignment with the location of the original railway line.
44. It is noted that the KNS proposal does not adversely impact the 2019 Concept Plan with regard to the specific improvements to heritage relics on the site.

#### Future Use of the Reserve

45. A key consideration is the suitability and appropriateness of an independent (private) school using public Crown Land, particularly given this specific reserve's heritage value.

46. The Reserve purpose registered on the title is for Heritage, Recreational and Community purposes.
47. In the broad sense, Denmark has a competitive advantage over other country towns in the range of schooling options available; this helps to attract and retain families in the district. Therefore, encouraging and facilitating the retention of an existing primary school in the district could be seen as a community purpose. This is in alignment with the Ministerial approval for the current KNS lease.
48. The adopted planning framework for the reserve, including Strategy, Scheme and Denmark Historical Railway Station Precinct Concept Plan, all recognise the site as a parks and recreation reserve and a heritage precinct. The existing primary school is small-scale (and approved as a temporary land use) and uses existing heritage-listed buildings and transportable classroom buildings. If the school is to be expanded and made a permanent land use, the planning framework should be adjusted to suit.
49. Council has considered and approved a small-scale primary school on the eastern portion of Reserve 30277 for many years. At the current scale, parking, access, bushfire management requirements and the necessary standards for effluent disposal and potable water have all been met. There appears to be no technical reason to prevent the school from expanding, and officers see no fatal flaws in meeting the required standards.
50. The precedent of a school site on the reserve already exists to some extent, as the KNS currently holds a 15-year lease for a portion of the reserve and has been permitted to operate from the site, albeit in a smaller scale, since 2003.
51. The current proposal differs from the above in that if Council grants KNS a new 21-year lease and permits the lease area requested, the inference will be that the KNS will have long-term tenure and the ability to develop a full build-out to accommodate a single-stream private primary school.
52. The current proposal, including exclusive lease and shared space, equates to approximately 20% of the total reserve by area. Noting that large portions of the reserve are heavily vegetated, officers estimate that the proposal equates to around 40% of the cleared areas of the reserve.

#### **CONSULTATION AND EXTERNAL ADVICE**

53. Initial comments have been sought from the other lessees of portions of the reserve; being the Denmark Men's Shed, the Denmark Machinery Restoration Group and the Denmark Lions Club. In addition, the Denmark Historical Society was asked for comment. Their comments are attached (see Attachment 9.3.1d).
54. In addition, the Shire has received 22 independent submissions from community members who have heard about the KNS's proposal. Officers recommend that if the Council wish to entertain the school's expansion, the Concept Plan should be reviewed and be the subject of broader consultation. Should this occur, these additional submissions will be incorporated within that process.

**STATUTORY / LEGAL IMPLICATIONS**Local Government Act 1995 & Regulations

55. Section 3.58 – requires local governments to comply with disposal provisions, including advertising and calling for submissions.
56. Regulation 30(2)(b)(i) excludes disposals of land to a body, 'the objects of which are ... educational ...'.

Land Administration Act 1997

57. The Shire of Denmark has a Management Order for Reserve 30277 and the power to lease for up to 21 years. The designated purpose of the reserve is 'Historical Precinct, Recreation and Community Purposes'.
58. Section 18 – any use of Crown Land requires approval from the Minister.
59. An extension of the lease area and/or a variation to the term of a lease, would require a new lease, in accordance with Landgate Guidelines.

Town Planning Scheme No. 3

60. Town Planning Scheme No.3 designates the entire reserve as 'Parks and Recreation'.
61. Council is required to have 'due regard' to this designation, but this designation does not prevent Council from considering a school in this local scheme reservation.

**STRATEGIC / POLICY IMPLICATIONS**Existing Concept Plan

62. The original (2014) and amended Concept Plan (2019) are provided in Attachment 9.3.1b and Attachment 9.3.1c and were both the subject of extensive stakeholder and public / community consultation.
63. The proposal departs physically from the existing concept plan in the following ways:
  - The Lions exclusive lease of the Station Masters House and surrounds are removed.
  - An increase in the school lease area of 3,120sqm, encompassing the existing Lions lease area.
  - A new, expanded car park to the east of the existing Lions lease is proposed.
  - The shed currently within the Lions Club lease is to be relocated to the new car park.
  - The installation of new classrooms along the south of the proposed new lease area boundary (adjacent to DMRG lease).
  - The installation of a nature play feature within the new lease area.
  - The installation of a hard court within the new lease area.
64. Officers believe it pertinent that if the Council consider amending the Concept Plan, then broad community consultation needs to be undertaken regarding the proposed amendments to find a mutually agreeable solution where possible.

**FINANCIAL IMPLICATIONS**

- 65. The KNS pay commercial rent for the leased premises. As of 2022/23 the amount payable is \$17,930 (ex GST). CPI is applied yearly, and the next market valuation is due in 2024. The school is exempt from paying rates [s 6.26(2)(f) of the Local Government Act 1995].
- 66. An expansion to the lease area would, in theory, generate more income for the Shire. Officers would recommend that any change to the leased area and term be subject to a new independent valuation.
- 67. Officers expect a revised lease value to be approximately double the existing lease as the additional area and built structures are comparable to the status quo.
- 68. The requested new lease term and area would require a new lease document.

**OTHER IMPLICATIONS**

**Environmental**

- 69. There are no known significant environmental implications relating to the report or officer recommendation. Any environmental considerations as a result of a future Concept Plan, lease or Development Application will be considered at that time.

**Economic**

- 70. There are no known significant economic implications relating to the report or officer recommendation.

**Social**

- 71. There are no known significant social considerations relating to the report or officer recommendation.

**RISK MANAGEMENT**

- 72. Risk Table

Risk	Risk based on history and with existing controls			Proposed Treatment/Control
	Likelihood	Consequence	Risk Rating	
<b>Reputational:</b> There is a risk that whatever decision the Council make, it will likely attract media attention, giving that the proposal has already been reported on in the media, including the views of the school and the Lions, and independent submissions received to date are divided on the issue.	4	3	12 (High)	Ensure appropriate consultation for any changes to the adopted concept plan.



## CONCLUSION

73. Fundamentally, it is officer's view that unless the status quo is to remain, further consultation with the wider community is required. This is primarily due to the fact that the current proposal deviates from a concept plan that underwent significant community consultation and is only four (4) years old. In addition, it has long been implied that the school was to be a temporary land use, and this proposal is a significant deviation from that.
74. The proposal will significantly impact the Lions and the way in which they currently operate. Whilst the Lions would have to adjust their current practises, it is not inconceivable that they could utilise other Shire assets.
75. While there are considerations concerning the impact on the Lions, officers consider that the overriding consideration is the suitability of using Crown Land, of historical significance, for an independent school.
76. As discussed, this precedent has already been made to some extent, although the current proposal differs from the status quo in that the KNS will have long-term tenure with the development of a full build-out to accommodate a single stream Primary School.
77. Whilst there are a number of potential alternative sites close to, or within, the Denmark Townsite, it is argued by KNS, and taken at face value by officers, that the KNS would not be in a financial position to relocate due to the costs of land acquisition and capital infrastructure requirements.
78. KNS has also been clear that with the current proposal, that they wish to progress with capital improvements to facilitate a single-stream school as soon as possible, realising the community benefit sooner (by 2027) than otherwise would (if at all) if they had to relocate.
79. The question of the 'privatisation' of a reserve has also been discussed. It is noted that in Denmark, and typically more widely across regional Western Australia, Crown land is routinely leased for community and commercial use. In this case, officers view that the potential impacts on the heritage value of the reserve, and public access to the proposed lease site, do not clearly outweigh the community's value in providing alternative education options.
80. However, it is also officers view that the school's proposal does not provide a balanced approach to managing the reserve's heritage aspects.
81. For these reasons, it is recommended that the proposal be supported in principle and be the subject of broad consultation that can provide community input into any proposed amendments to the Concept Plan, and find a mutually agreeable solution where possible.
82. The following should be considered in the discussion:
  - Enhancement of the key Railway Reserve aspects including, but not limited to, the relocation of the Station Masters House to its original position and the restoration of the Ash Pit (including carriage) and the Turntable.
  - Minimal fencing, especially around heritage features such as the Old Post Office building.

- Removing the 'Public Shared Use Area' from any new lease and improving public access to that area.
- Installation of appropriate interpretative signage of heritage assets.
- Relocation of the Station Masters House to its original location in adjacent Reserve 46242.
- Relocation of the shed within the current Lions lease area to the adjacent Reserve 46242.

83. The school have indicated that for them to apply for the current round of external Commonwealth funding, a 20-year lease would need to be in place and signed by 30 June 2023. Given the high public interest in the reserve, the school and the proposal, the recommendation would not support this timeframe.

### **VOTING REQUIREMENTS**

84. Simple majority.

#### **OFFICER RECOMMENDATION**

**ITEM 9.3.1**

That Council:

1. PROVIDE in principle support for the expansion of the Kwoorabup Nature School on Reserve 30277.
2. ADVISE the Kwoorabup Nature School that the proposed concept plan as attached in 9.3.1a is not accepted.
3. REQUEST the Chief Executive Officer to engage key stakeholders in developing a revised concept plan and considers the following:
  - a) Enhancement of the key railway reserve aspects including, but not limited to, the relocation of the Station Masters House to its original position and the restoration of the Ash Pit (including carriage) and the Turntable.
  - b) Minimal fencing, especially around heritage features such as the Old Post Office building.
  - c) Removal of the 'Public Shared Use Area' from any new lease and improving public access to that area.
  - d) Installation of appropriate interpretative signage of heritage assets.
  - e) Relocation of the Station Masters House to its original location in adjacent Reserve 46242.
  - f) Relocation of the shed within the current Lions lease area to the adjacent Reserve 46242.
4. ADVERTISE a revised concept plan for public consultation and present back to Council, with any submissions received.

**COUNCIL RESOLUTION**

ITEM 9.3.1

MOVED: CR LEWIS

SECONDED: CR CLARKE

That Council:

1. ENDORSE the expanded lease areas for the Kwoorabup Nature School such that:
  - a) The lease areas and shared areas are in accordance with Attachment 9.3.1a, subject to the existing shed being relocated at the School’s cost.
  - b) Development of the lease area shall be in accordance with a revised concept plan to be adopted by Council, following actions in part 3 and 4 of this resolution.
2. REQUEST the Chief Executive Officer to:
  - a) Obtain, at the Kwoorabup Natures School’s cost, a commercial valuation for the proposed lease.
  - b) Draft a lease in accordance with (1) above and advertise for public comment for no less than 14 days.
  - c) Provide a report back to council to consider submissions and a draft lease.
  - d) Advise the Lions club of the implications to their existing lease.
3. REQUEST the Chief Executive Officer to engage key stakeholders in developing a revised concept plan that considers the following:
  - a) Enhancement of the key railway reserve aspects including, but not limited to, the restoration of the Ash Pit (including carriage) and the Turntable.
  - b) Minimisation of any fencing, especially around heritage features such as the Old Post Office building and the Stationmasters House.
  - c) Appropriate locations of the new infrastructure and buildings.
  - d) Installation of appropriate interpretative signage of heritage assets.
4. ADVERTISE a revised concept plan for public consultation and present back to Council, with any submissions received.
5. REQUEST the Chief Executive Officer to work with the Lions Club to facilitate solutions to replace their current lease.

CARRIED: 8/1

Res: 060423

*Pursuant to Council Policy P040134 all Councillors’ votes on the above resolution are recorded as follows;*

*FOR: Cr Campbell, Cr Clarke, Cr Gibson, Cr Gearon, Cr Ormsby, Cr Devenport, Cr Carman and Cr Lewis.*

*AGAINST: Cr Phillips.*

**CORRECTION TO MINUTES.**  
Pursuant to Council Resolution No. 080523

REASON FOR CHANGE

To facilitate the lease for the School in a timely manner to meet funding deadlines.



17 August 2022

David Schober  
Chief Executive Officer  
Shire of Denmark

Dear David,

## **LETTER OF INTENT - FUTURE SCHOOL EXPANSION PLANS AND REQUEST TO EXTEND LEASE AREA**

### **1. Summary of school's current position and request of Shire:**

At Kwoorabup Nature School (formerly Spirit of Play Community School), our intent is to create a vibrant educational ecosystem and to make a positive contribution to the broader Denmark community.

Kwoorabup has experienced unprecedented growth in the past 18 months. With 37.7% growth from 2021 to date, coupled with the strong interest in our school locally and beyond, we anticipate that this growth will continue. Our healthy waiting list for the coming years demonstrates that this growth is likely to continue, and be sustained, for the mid-to long term.

Over the past few years, and in line with this growth, we have been enhancing our governance and continuous improvement standards. This is now represented by a diverse and skilled School Council and an excellent School Principal. Through our governance process and strategic planning, we have clearly identified the need to expand the school with some determined boundaries that sit within our school philosophy, purpose and values.

The School is currently seeking solutions which will allow our campus to expand in size to meet this increased demand whilst continuing to provide an intimate, connected campus which fosters a strong sense of community and peer learning that is in keeping with our mission. Our internal analysis and best practice research indicates that 160 students is the upper limit that our school can support while still achieving our mission and delivering optimal outcomes for our students. Therefore, to meet this increasing capacity, we have projected that we will require an additional 4 classrooms by 2027 and a number of other infrastructure supports to enable this student population lift, such as ablutions and play space. This is not feasible within the area under our current lease. We are looking for solutions which will allow us to increase the area under our lease to accommodate our growing numbers.

Given that the School and the Shire have not been able to identify any unallocated land to which we could move our School to at the end of our current lease, the fit for purpose status of our existing site, and lastly, recognising the significant capital infrastructure that Kwoorabup have invested in this site, we state that we would like to retain this site for perpetuity and prepare for the requisite growth required to serve a student population of 160 students, in partnership with the Shire, our neighbours and the broader Denmark Community.

To resolve our growing pains in the short term, and as flagged to the Shire in our meeting on 28th July 2022, we are interested in using the area currently leased to the Lions Club including the Station Master's House adjacent to our lease, as this is currently underutilised. If given opportunity we would use this building as a Kindergarten, noting that it has been used for this purpose historically, and with some minor improvements would meet our needs perfectly.

In November 2021 and July 2022 the school wrote to the Lions Club with a request to utilise the Old Station Master's House 2-4 days per week, including an offer to pay the Lions Club for the use of the building. We are meeting with the Lions in early September to see if there is a possibility to come to a mutually agreeable shared use arrangement, and would like to also present our proposal to the Shire as the leaseholder of the reserve area.

If the Lions Club and the Shire are amenable, we would like to propose an arrangement where our activities could be incorporated into a shared use agreement or lease of the Station Master's House, or alternatively, exclusive use of the Station Master's House and shared use of the Old Post Office building - please see section on '**Benefits to the Lions Club**' below on page 5 for detail.

## **2. Staged development proposal:**

**2023:** The School would like to utilise the Station Masters House for our Kindergarten and Playgroup on three to four days a week. To ensure the safety of the children, and to meet registration requirements, the school would look to fence and gate the grassed area of the Station Masters house and upgrade the kitchen facilities within the building in order to make it a safe space for small children. Garden beds and a sandpit would also complement the existing landscaping. This would enable the building to also be utilised by the broader community for parent/family groups, playgroups, visiting child health specialists etc.

**2024:** In order to have an additional two classrooms built for 2025, building would need to commence in 2024. The preferred option to place our school in an ideal position would be to complete our first build in an extended lease area to the south of our current site, where we understand there is a limited amount of unallocated land which may be available to build on in the future.

The exact location would need to be negotiated and our preference will be outlined in a masterplan which will be submitted to the Shire in the next quarter. Additional considerations such as access, fencing and car parking will also be addressed in this document.

**2026:** In order to have an additional classroom built for 2027, building works would need to commence in 2026. We intend to demolish our temporary classroom that was built in 2016 and replace it with two permanent classrooms on a similar footprint.

A full masterplan for the school's expansion 2023-2027, developed with all due consultation, will be presented to the Shire in the second (financial) quarter of 2022 and will provide exact proposal details.

### 3. History of the School's lease area on Reserve 3027

- 1991-2002:** Department of Education leases the Old Post Office for their Kindergarten class.
- 2003:** Spirit of Play commences lease (5 year) at the Old Post Office.
- 2006:** Approval granted for extension of lease by further 5 years.
- 2008:** Extension of lease by further 5 years (2013 end date).
- 2012:** Extension of School's lease area to include small outbuilding and septic tanks granted.
- 2012:** Shire commences consultation with community groups to create heritage precinct on reserve 3027 and name the precinct "Denmark Railway Station No.3 Reserve".
- 2013:** Extension of School's lease by 5 years to December 2018 by written request to the CEO.
- 2013:** In November, Spirit requested a further extension of our lease area to cater for School expansion.
- 2014:** At the May 27th Meeting, the Shire Council adopted the Heritage Precinct concept plan, but specifically removed Spirit of Play from the Plan as an amendment to the report.
- 2014:** The School was advised that their lease would be terminated in 2018 and began a comprehensive search to find a new site, not wanting to move but effectively forced out.
- 2016:** In March, the Shire Council approved an extension of the School's lease area as well as the construction of a classroom. A second classroom was approved in October of this year.
- 2016:** The School began extensive negotiations with Heath Development to purchase a site within their proposed development.
- 2017:** In July, a year's extension of the lease was granted to December 2019, on the basis that the School was actively engaged in seeking an alternative site.
- 2017:** In November the Heath Development housing proposal collapsed and the School was without an alternative site.
- 2018:** The School requested a 21 year lease and extension of their lease area by 2000sqm to accommodate a split class Kindergarten to Year 6 Primary School at the current site.
- 2019:** Denmark Shire approved the lease extension and a 15 year lease to the School.
- 2020:** The School completes significant works at the site including a power upgrade for all users of the reserve, a new cross over onto Inlet Drive, upgraded car parking areas off Crellin St (for School parents and staff) and off Inlet Drive (for the Lions Club) as well as classrooms, an office and multipurpose building.
- 2022:** The School experiences significant demand and growth (37.5%) and decides to follow a single stream class model with a maximum of 160 students.

The Reserve (known as *Railway Station No. 3 Reserve Heritage Precinct*) is also important to other leaseholders and community groups including the Denmark Lions Club, Denmark Machinery Restoration Group, Denmark Men's Shed, Denmark Historical Society and South Coast Bushcare.

As raised with the Shire in 2018 the school plans to remain at our current site due to a range of factors including the significant advantages of this location for our place-based education style, being located on the confluence of trails, close to town and on the river. We have also invested a considerable amount of financial resources into the site on the understanding that this was a permanent location for our school, as communicated to the Shire and the other stakeholders when re-negotiating our lease in August 2018:

*Spirit of Play is seeking a permanent solution for the school and the Railway Station No. 3 Reserve Heritage Precinct. .... The School Council has explicitly told stakeholders, the Shire CEO and Council members; that the school is seeking to stay at the site and would prefer a 21 year lease. As discussed during our briefing with the Shire CEO (23 May 2018 ) this has been updated in our Strategic Plan and*

*forms the sole focus of our school in ensuring its future. Moving to another school site is not being considered by the School Council. Letter to Shire CEO dated 8.8.18; tabled at Shire Council Meeting dated 18.9.18*

We are also very aware from our past discussions with the Shire that there are no other feasible locations which could be options for the school's expansion.

#### **4. Benefits to the Community of Denmark**

It is the School's belief that our continued and expanded presence within the Shire and at Reserve 3027 brings a range of benefits to the broader Denmark community and the adjacent stakeholders of the reserve.

We have identified five key areas where we see our strategic growth aligning with the following objectives from the Shire of Denmark's *Strategic Community Plan : Denmark 2027*

*E 1.1 To have a stable and locally supported business community that embraces innovation, creativity, resourcefulness and originality*

*E 1.2 To be a vibrant and unique tourist destination, that celebrates our natural and historical assets*

*E 1.3 To have diverse education and employment opportunities*

*B 3.2 To have community assets that are flexible, adaptable and of high quality to meet the purpose and needs of multiple users*

*N 2.1 To preserve and protect the natural environment*

*C 4.3 To create a community that nurtures and integrates natural, cultural and historical values*

*C 4.4 To recognise and respect our local heritage and Aboriginal history*

##### **Area One: Providing a unique educational experience**

**SCP Objectives met: E 1.3; C 4.3; C 4.4**

As the first Nature School in Western Australia, our school is working to deliver world class holistic education grounded in cutting-edge educational research. The Shire of Denmark tends to attract a demographic of 'treechangers' who are environmentally conscious and seeking a lifestyle in a beautiful environment. Our school is extremely attractive to these families who are looking for something different for their children.

As time goes on and our reputation builds both nationally and now even internationally we have many families contacting us and asking how they can find a place to live in this town in order to come to our school. One of the major draw cards is our Inquiry approach to learning which is recognised around the world as a fantastic way to develop children's critical and creative thinking skills.

Another important aspect of our school is our focus on explicitly teaching Noongar culture and language, and developing a place-based education offering that draws explicitly on Denmark's natural, cultural and historical values.

As we expand our community, it is important to note our financial contribution in the broader Denmark community is also growing through ongoing and expanding employment and purchases of business services.

## **Area Two: Contribution to financial sustainability of the Shire**

### **SCP Objectives met: E1.1; E1.3**

Our School is a significant employer of local residents, with an expenditure of approximately \$1 million for wages in 2022 which is projected to double by 2027. Almost all of our staff members reside within the Shire of Denmark and the majority of these funds will be circulated within the local community and at local businesses.

Furthermore, the school has strong financial connections with other Denmark businesses through our 'buy local' policy such as both supermarkets, both hardware stores, and many of the cafes and catering businesses.

As a leaseholder with the Shire, we currently contribute approx \$18,000 p.a. in rent and rates and have an expectation that this will proportionally increase with an additional lease area.

## **Area three: Benefits to the Lions Club and other community groups:**

### **SCP Objectives met: B 3.2; C 4.3**

The School believes that our vibrant parent community and enthusiastic staff can help bring to life the many projects and priorities held dear by the Lions Club. As a larger organisation we can provide access to volunteer labour, potential new members within our community, a shared approach to fundraising and assistance with grant application amongst other possibilities. We are motivated to support the Lions to work with our students on community projects, allowing multiple generations to work and learn together.

We are really excited about the possibilities that such a partnership could open up and we hope that the Lions can see some of the benefits for their club also.

We understand that a shared lease arrangement may at first not appear to be a benefit to the Lions Club members, and that specifically having the Station Master's House permanently set up as a classroom may make it less amenable to their usage.

We are happy to explore other working arrangements with the Lions Club as some of our current facilities may be more practical to their needs. For example, we would support their use of the Post Office building to provide a more open and flexible space for meetings and gatherings.

The Post Office also has the advantage of a second entrance to the building in proximity to the heritage assets, and disabled parking bays nearby. Given the size of this building the Lions' pennants and other memorabilia could be permanently displayed, which would have the additional benefit of inspiring our students and families to learn more about the endeavours of the Lions Club. We are also fortunate to have storage areas in the building that could be made available to the Lions on request.

To support the Lions Club and potentially other community groups the School would allow gas, water and electricity to be utilised free of charge, and we would cover the commercial rent and rubbish rates to the Shire. This would apply to the use of either the Station Master's House or the Old Post Office Building, if we are able to retain the head lease on the respective properties.



We would also welcome other community groups such as the Embroiders' club who currently use the Station Masters house once a fortnight, and the Denmark Historical Society. Legislation does not require Working With Children Checks for any of these visitors unless they are directly undertaking child-related work with our students.

**Area Four: Compatibility with Heritage Precinct Priorities:**

**SCP Objectives met: E 1.2; B 3.2; C 4.3; C 4.4**

*"People usually think of the word 'heritage' as relating only to old things. One difference between History and the Heritage Inventory is that the Inventory can also reflect buildings and sites associated with present day activities in the area. The everyday events of today become the history of tomorrow."* Shire of Denmark Municipal Heritage Inventory pp 1

We note that the Railway Heritage Precinct reserve has been used for educational purposes since 1987 when Denmark Primary School's Kindergarten operated from the Post Office Building, and our school has continued this historical legacy with our lease commencing in 2003.

Furthermore the Station Master's House is listed in the Municipal Heritage Inventory (MHI) as having exceptional historical value partially because of its former use as a Kindergarten, and our school's proposed use of the building would 'reinforce the significance of this place' as outlined in the MHI.

*The [Station Masters House] retained its historical significance when it became the Denmark Kindergarten in 1963 and played a key role in the early childhood education of many Denmark residents.* Shire of Denmark Municipal Heritage Inventory pp 290

We are also actively engaging with the Denmark Historical Society to work out a collective vision for our shared lease area at the northern end of the Precinct where heritage assets are located. As specified in our lease agreement we would like to place interpretive signage detailing the history (both of the area and the specific assets) into the space, and also to look at rejuvenating some of the assets such as the turntable and ash pit areas. We envision a joint Lotterywest grant application with the Shire and the Historical Society as means to fund such a project.

It is probably also important to note that the School has an open door policy for visitors to the site and we welcome the use of the grounds by visitors and other groups outside of school hours. Indeed, our playgrounds are well used by visiting children on the weekends and during school holidays. We envisage that the addition of extra nature play elements into the precinct will add to the amenities for tourists and other visitors to the site. One suggestion would be the creation of an informational gazebo and bike shelter in the shared use area adjacent to the heritage assets that could be utilised by school children and also other visitors.

**Area Five: Environmental benefits**

**SCP Objectives met: N 2.1; C 4.3**

As a Nature School one of our primary areas of focus is educating our learners to connect with and take care of our local environment, and our belief is that by opening our doors for more learners we will be able to

increase the numbers of environmental leaders of the future, something that our town, culture and world will benefit from.

We are also very excited to continue the revegetation and environmental care of the precinct and adjoining reserves that we have been undertaking with South Coast Bushcare and the Shire. It has been heartening to see the return of rare species such as the Striated Pardalote which recently nested in the restored creek area.

Our children take much pride in seeing the growth of the seedlings they have planted and monitoring the return of ecosystem health to the area. We would love to take on custodianship for a larger portion of the precinct and continue to enhance the environmental and aesthetic values of the area, in partnership with other precinct residents and interested parties.

Yours sincerely,



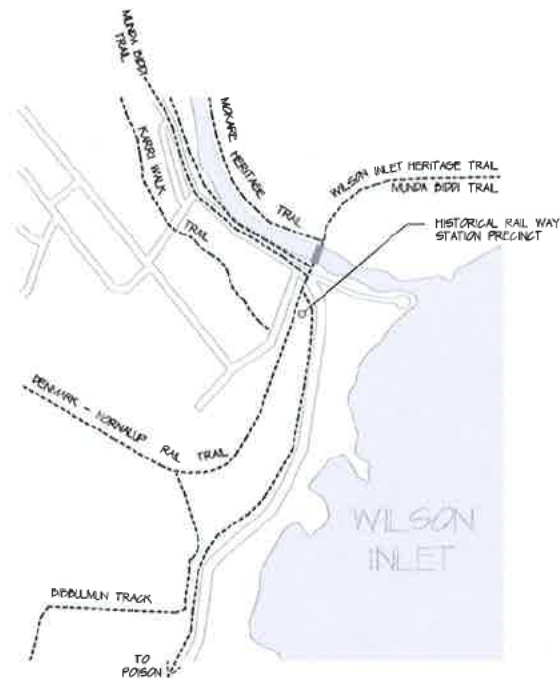
Andrea Gaynor

Chairperson  
Kwoorabup Nature School









LOCATION PLAN & TRAIL MAP  
NTS



TIMBER EXPORT



TIMBER LOGGING



WORKMAN & HORSES



DENMARK 1900



DENMARK RAILWAY STATION



DENMARK RAILWAY STATION 1989



REMNANT RAILWAY RAMPS & BRIDGE PIERS

### DENMARK RAILWAY STATION PRECINCT

THE FORMER DENMARK RAILWAY STATION WITH ITS RAILWAY LINES LEADING TO ALBANY AND NORMALUP FORMS AN IMPORTANT PART OF DENMARK'S HISTORICAL HERITAGE. IT PLAYED A LEADING REGIONAL ROLE IN THE DEVELOPMENT OF THE TIMBER INDUSTRY AND IT WAS A VITAL PART IN PEOPLE'S LIVES UNTIL ITS FINAL CLOSURE IN 1987. THIS CONCEPT PLAN PORTRAYS THIS RICH AND INTERESTING HISTORY THROUGH THE DEVELOPMENT OF THE FOLLOWING ELEMENTS.

- A LANDSCAPED PARK ADJACENT TO THE EXISTING MACHINERY SHED WITH EXHIBITION SPACES FOR HISTORICAL MACHINERY AND ARTIFACTS
- THE RELOCATION OF THE OLD RAILWAY STATION BUILDING TO THE SOUTH WEST OF THE PRECINCT WITH AN OPTION FOR COMMUNITY USE
- THE DEVELOPMENT OF A NATURE PLAY SPACE WITH PICNIC FACILITIES ALONG HOLLINGS ROAD
- THE DEVELOPMENT OF AN HISTORICAL INTERPRETATION SYSTEM THROUGHOUT THE RAILWAY STATION PRECINCT AND EXTENDING ALONG THE HERITAGE RAILWAY TRAIL

**TRAIL HUB**  
THIS AREA HAS A NATURAL CONVERGENCE OF WALKING, CYCLING AND BRIDLE TRAILS, WHICH ADDS SIGNIFICANTLY TO THE LIFESTYLE AND RECREATIONAL VALUE OF THE AREA. THIS CONNECTIVITY IS A GREAT ASSET FOR THE FACILITY.

**LANDSCAPE**  
PLANTINGS WITHIN THE PRECINCT ARE TO BE INDIGENOUS SPECIES WITH AN EMPHASIS ON COLOURFUL WILDFLOWERS WHICH WOULD BE AT THEIR BEST IN SPRING. INDIGENOUS COLOURFUL WILDFLOWERS AND SMALL SHRUBS INCLUDE: *Acacia saligna*, *Banksia aquifolium*, *Banksia grandis*, *Chenopodium spicatum*, *Hebe tripartita*, *Hibiscus speciosus*, *Kanarrua coccinea*, *Lechenaultia alba*, *Oxylobium capillatum* and *Tymelium hortlandum*. FEATURE TREES WITHIN THE PRECINCT COULD BE *Corymbia toliata* KNOWN FOR ITS SPECTACULAR RED BLOSSOMS OVER THE SUMMER MONTHS. THE VIEWING PLAY TOWERS LOCATED WITHIN THE PRECINCT COULD FEATURE INDIGENOUS CLIMBING PLANTS SUCH AS *Clematis pubescens* (OLD MAN'S BEARD) AND *Harbinia comptoniana* (NATIVE WISTERIA) WHICH FLOWER IN SPRING. CONSIDER FORMATION OF A FRIENDS OF DENMARK HISTORICAL RAILWAY STATION PRECINCT TO TACKLE THE REMOVAL OF WEEDY SPECIES IN PARTICULAR *Rubus perfoliatus* WHICH ARE CURRENTLY DOMINATING THE VEGETATION ALONG THE HERITAGE RAILWAY TRAIL. SUCH A GROUP COULD ALSO BE INVOLVED IN REVEGETATING THE EXISTING CREEK BED WITH RUBUS AND SEDGES AND THE ESTABLISHMENT OF BUFFER AND SCREEN PLANTINGS WITHIN THE PRECINCT.

**HISTORICAL INTERPRETATION FOR CHILDREN**  
CHILDREN ARE NATURALLY HIGHLY INTERESTED IN THEIR SURROUNDING WORLD AND LOVE DISCOVERING AND LEARNING ABOUT ITS HISTORY. THEREFORE THE HISTORICAL INTERPRETATION IN PLAY AREAS WILL BE CHILD SENSITIVE, INTERACTIVE AND FOLLOW THE TOUCH AND FEEL BASED LEARNING THROUGH PLAY PHILOSOPHY. THE DELIVERY OF HISTORICAL FACTS TO CHILDREN IN PLAY AREAS COULD BE ACHIEVED THROUGH SCULPTURES, HISTORICAL MACHINERY & STRUCTURES AS WELL AS THE USE OF MATERIALS & TEXTURES REFLECTING UPON THE LIFE DURING THE 19TH & 20TH CENTURY IN DENMARK. AT THE MILLAR'S TIMBER MILLS, THE TRAIN STATION AND THE TIMBER LOGGING AREAS, MACHINERY AND TOOLS LOCATED IN PLAYSPACES SHOULD BE MADE ACCESSIBLE FOR EXPLORATION, ADVENTURES, LEARNING & PLAY.

**NATURE PLAY**  
NATURE PLAY IS A WORLD WIDE MOVEMENT TO IMPROVE CHILDREN'S PLAY OPPORTUNITIES AND TO DEVELOP STIMULATING PLAY ENVIRONMENTS FOR CHILDREN.

NATURE PLAY IS BASED ON RESEARCH INTO CHILD HEALTH AND WELLBEING, WHICH HAS REVEALED THAT A VARIETY OF FACTORS SUCH AS URBAN SPRAWL, STANDARDIZATION OF PARKS AND PLAYGROUNDS, DIMINISHING CONTACT WITH NATURE AS WELL AS THE INCREASE OF COMPUTER BASED ACTIVITIES MAY HAVE CAUSED PROBLEMS AND DEVIATIONS (SUCH AS OBESITY, SEDENTARY BEHAVIOUR AND DEPRESSION) FOR SOME CHILDREN WHILE GROWING UP DUE TO LACK OF STIMULATION, LACK OF UNSTRUCTURED PLAY AND LACK OF PHYSICAL ACTIVITIES.

**THE VALUE OF NATURAL PLAYSPACES**  
RESEARCH HAS ALSO SHOWN THAT UNSTRUCTURED PLAY IN NATURAL OR SEMI-NATURAL ENVIRONMENTS ENHANCE CHILDREN'S DEVELOPMENT, INTEREST, IMAGINATION AND CONNECTION WITH NATURE. NATURAL SPACES ALSO SPONTANEOUSLY STIMULATE HIGH LEVELS OF PHYSICALLY ACTIVE PLAY IN CHILDREN AND IT ALSO INCREASED THE LEVEL OF SOCIAL INTERACTION, COOPERATION AND ACCEPTANCE IN BETWEEN CHILDREN.

**NATURAL PLAY ENVIRONMENTS**  
NATURAL ENVIRONMENTS ARE DYNAMIC, CONSTANTLY CHANGING IN SPACE AND TIME AND CONSISTS OF A VARIETY OF HIGHLY COMPLEX HABITATS. THESE SPACES OFFER CHILDREN A MULTIPLICITY OF ENCOUNTERS AND REMIANS, A DIVERSITY OF TOPOGRAPHY, TEXTURES AND A VARIETY OF CHILD-SIZED SPACES, HIDEAWAYS AND HOLES TO EXPLORE AND INHABIT.



PRECINCT PLAN  
SCALE 1:1000







LEGEND

- OPEN LANDSCAPE
- PARK LANDSCAPE
- FOREST LANDSCAPE
- EXIST. BUILDING
- EXIST. LEASE & RESERVE BOUNDARIES
- PROPOSED LEASE & RESERVE BOUNDARIES
- PEDESTRIAN TIMBER BRIDGE
- NEW BUILDING & RELOCATION OF HISTORICAL BUILDINGS
- INDICATIVE MACHINERY EXHIBITION AREA
- VIEWING PLAY TOWER
- RAILWAY CAR ON RAILS PLAY FEATURE
- HISTORICAL INTERPRETATION POINTS





## DENMARK RAILWAY STATION PRECINCT

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- \* A LANDSCAPED PARK ADJACENT TO THE EXISTING MACHINERY SHED WITH EXHIBITION SPACES FOR HISTORICAL MACHINERY AND ARTIFACTS.
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- \* THE DEVELOPMENT OF A NATURE PLAY SPACES WITH PICNIC FACILITIES.
- \* THE DEVELOPMENT OF AN HISTORICAL INTERPRETATION SYSTEM THROUGHOUT THE RAILWAY STATION PRECINCT AND EXTENDING ALONG THE HERITAGE RAILWAY TRAIL.



TIMBER EXPORT



TIMBER LOGGING



WORKMAN & HORSES



DENMARK 1900



DENMARK RAILWAY STATION



DENMARK STATION 1929



DENMARK RAILWAY STATION 1950



REMNANT RAILWAY RAMPS & BRIDGES



### TRAIL HUB

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CONSIDER FORMATION OF A 'FRIENDS OF DENMARK HISTORICAL RAILWAY STATION PRECINCT' TO TACKLE THE REMOVAL OF WEEDY SPECIES IN PARTICULAR *Robina pseudoacacia* WHICH ARE CURRENTLY DOMINATING THE VEGETATION ALONG THE HERITAGE RAILWAY TRAIL. SUCH A GROUP COULD ALSO BE INVOLVED IN REVEGETATING THE EXISTING CREEK BED WITH RUSHES AND SEDGES AND THE ESTABLISHMENT OF BUFFER AND SCREEN PLANTINGS WITHIN THE PRECINCT.

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### THE VALUE OF NATURAL PLAYSPACES

RESEARCH HAS ALSO SHOWN THAT UNSTRUCTURED PLAY IN NATURAL OR SEMI-NATURAL ENVIRONMENTS ENHANCE CHILDREN'S DEVELOPMENT, INTEREST, IMAGINATION AND CONNECTION WITH NATURE. NATURAL SPACES ALSO SPONTANEOUSLY STIMULATE HIGH LEVELS OF PHYSICALLY ACTIVE PLAY IN CHILDREN AND INCREASE THE LEVEL OF SOCIAL INTERACTION, COOPERATION AND ACCEPTANCE BETWEEN CHILDREN.

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ADOPTED BY COUNCIL 19 FEBRUARY 2019 / RESOLUTION NO. 230219

**b e i m i r**  
building design

9 Bell Road, William Bay, WA, 6333  
dm.beimir@gmail.com +61 424506929

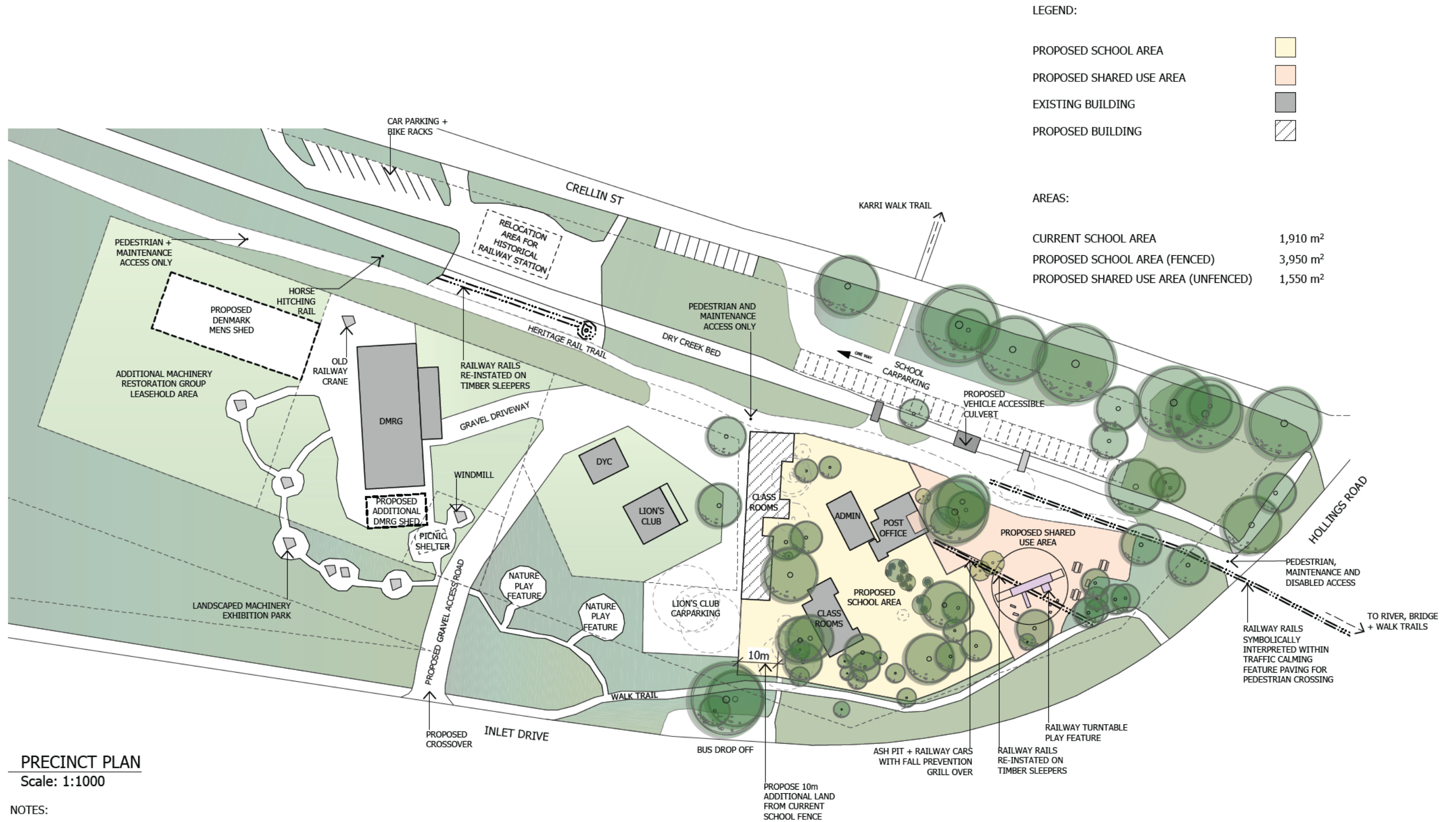
CLIENT:  
SPIRIT OF PLAY  
COMMUNITY SCHOOL

PROJECT STAGE:  
DENMARK HISTORICAL RAILWAY STATION PRECINCT  
SPIRIT OF PLAY LEASE EXPANSION CONCEPT

DATE:  
9/4/19

SHEET 01 / 02:  
PRECINCT CONCEPT





LEGEND:

- PROPOSED SCHOOL AREA
- PROPOSED SHARED USE AREA
- EXISTING BUILDING
- PROPOSED BUILDING

AREAS:

CURRENT SCHOOL AREA	1,910 m <sup>2</sup>
PROPOSED SCHOOL AREA (FENCED)	3,950 m <sup>2</sup>
PROPOSED SHARED USE AREA (UNFENCED)	1,550 m <sup>2</sup>

**PRECINCT PLAN**  
Scale: 1:1000

NOTES:

- \* SCHOOL SITE MASTERPLAN STILL AT CONCEPT STAGE. ALL PROPOSED STRUCTURES, TREE REMOVALS, LANDSCAPING ETC TO BE CONFIRMED.
- \* SPIRIT OF PLAY COMMUNITY SCHOOL'S VISION, DEVELOPMENT + USE OF THE SITE IS IN KEEPING WITH THE SHIRE APPROVED PRECINCT CONCEPT. THE PROPOSED LEASE EXPANSION WILL STILL ALLOW FOR THE VAST MAJORITY OF THE PRECINCT TO BE DEVELOPED AS PER THE APPROVED MASTERPLAN.

**ADOPTED BY COUNCIL 19 FEBRUARY 2019 / RESOLUTION NO. 230219**

Attention CEO David Schober  
Shire of Denmark  
WA 6333

1<sup>st</sup> December 2022

Dear David

At a recent meeting at McLean Park between yourself and three Lions members you requested information from the Lions membership regarding their stance on the proposed changes at the #3 Railway Heritage Precinct.

At our most recent meeting a resolution was passed to inform you and the councillors of the following.

Denmark Lions Club is a vibrant part of the Denmark community whose primary objective is to serve our community. We are coming up to our 50th year anniversary which is an impressive track record for continuous community service. Our club is fortunate to have a growing membership which is unusual in these times.

If changes to this precinct go ahead they will significantly impact our operations, buildings and leased area that we have maintained and kept in excellent condition for the past 20 years. We would also like to bring to the council's attention that the building we currently occupy is a Heritage building. It was originally the Station Masters House. Due to our diligence and dedication the building is one of best maintained heritage buildings in the shire.

Our buildings have been continuously utilised by Lions members and other community groups on a continued basis for the past 20 years. Our members strongly believe that there should be no further school expansion on the number 3 Railway Heritage Precinct.

Please see attached addendum for additions and improvements on the existing building and lease area.

#### DENMARK LIONS CLUB REQUEST THE FOLLOWING

1. Lions Club members request a renewed 21 year lease of our existing premises.
2. The number 3 Railway Heritage concept plan and the lease area of the Kwoorabup Nature School remains unchanged.

However, if the council decides to change the present leased area the Lions Club now occupy. We request the following

1. The Station Masters house and workshop/shed be relocated to a suitable location on the number 3 Railway Heritage Reserve.
2. All costs for relocation to be covered by the Shire and the Kwoorabup Nature School including but not limited to, all utility services, sewage, stormwater etc.

We look forward to an early favourable outcome to the options raised.

Yours sincerely,



President of Denmark Lions.

18 April 2023 - Attachment 9.3.1d



Subject: Addendum re shire

Addendum to Denmark Lions letter to Shire of Denmark

IMPROVEMENTS AND MAINTENANCE TO STATION MASTERS HOUSE # 3 Railway Way Heritage Precinct Dated 1/12/2022, fully funded by Denmark Lions and approved by the Shire Denmark.

Purchased and constructed by Denmark Lions 2 Bay lockup general purpose shed and workshop with concrete floor.

Installed power and lighting to workshop shed.

Installed new mens bathroom with wash basin toilet and shower and cupboards for cleaning equipment.

Modified ladies toilet with new basin, taps, mirror and storage cupboard.

Installed electric hot water system.

Replaced all galvanised piping with copper piping through out the building.

Installed new kitchen with stainless steel sink, electric hot plates and oven.

Installed space gas heater in central area with gas bottles, regulator and security cage.

Installed ramp for disability access at the building entrance.

Purchased and installed defibrillator for public use.

Installed security lighting around the building for defibrillator access.

Replaced damaged roof and flashings. (After storm damage)

Installed concrete pavers in high use areas around the building.

Painted building interior.

Removed all old light fittings and replaced with energy efficient lighting fixtures.

Sanded and varnished internal timber flooring.

Annually pressure washed outside of the building and cleaned all gutters prior to the fire season.

20 years maintenance of the grounds , mowing, edging, weeding and removal of debris from building surrounds.

Maintained a high standard of cleaning to both interior and external areas of the building.

# THE LAIR

Home of the Denmark Lions Club  
Officially Opened on 12 April 2003

By

**Cr Colleen Donnelly**  
**Shire President**

**Denmark Lions Club Members**

M Pope (President) B Bayley C Parr J Whitlock A Fraser N Burney B Wallace  
B Cooper J Watson W Farquharson T Farrall H McFadyen D Matthews

## LIONSVILLE DENMARK INC.

Administration Centre  
officially opened on 30th January 2009 by  
The Honourable Terry Redman MLA  
Member for Blackwood-Stirling









## DENMARK MACHINERY RESTORATION GROUP INC

PO Box 1133  
DENMARK WA 6333  
ABN: 16 485 179 577

20 March 2023

Your ref: A3140 / OCR23283426

David King  
Acting Chief Executive Officer  
Shire of Denmark  
953 South Coast Highway  
DENMARK WA 6333

Email via: [claire.thompson@denmark.wa.gov.au](mailto:claire.thompson@denmark.wa.gov.au)

Dear David

### **Denmark Heritage Railway Station No. 3 Reserve**

In response to your letter of the 24 February, 2023.

When we met on Tuesday 7 February 2023 to discuss the Denmark Machinery Restoration Group's ("DMRG") future Lease, we saw that the major issue arising was the possible loss of the Lion's Lair Lease (the old Denmark Station Master's building) to the Kwoorabup Nature School ("KNS") - the rights and wrongs of this action we shall leave to others. As the second most-impacted group within the Heritage Precinct after the Lions, we would be seriously affected by the proposed changes. DMRG works with and is supportive of the Lions Club, which considering its history is, we feel, an important part of the Denmark Heritage Railway Station Precinct currently zoned for Heritage, Recreational and Community use.

Below is a quote from the Concept Plan of 2018/2019, adopted by Denmark Council on the 19 February 2019 / Resolution No. 230219:

#### ***"Denmark Railway Station Precinct***

*The former Denmark Railway Station with its railway lines leading to Albany and Nornalup is an important part of Denmark's historical heritage. It played a leading regional role in the development of the timber industry and it was a vital part in people's lives until its final closure in 1957. This Concept Plan portrays this rich and interesting history through the development of the following elements:*



- *A landscaped park adjacent to the existing machinery shed with exhibition spaces for historical machinery and artefacts;*
- *The relocation of the old railway station building to the south-west of the precinct with an option for community use;*
- *The development of a (sic) nature play spaces with picnic facilities;*
- *The development of an historical interpretation system throughout the Railway Station Precinct and extending along the Heritage Railway Trail.”*

Viewing the proposed Concept Plan to be put forward to Council by the KNS has upset, angered and confused many of our members. DMRG is also fortunate to sit within the grounds of the Denmark Heritage Railway Station Precinct. We have been and continue endeavouring to restore and respect the history of Denmark within our Trackside Museum together with the Blacksmith’s Forge and Shearing Stand. We have realigned and extended the railway line to embrace the Men’s Shed perimeter and are collaborating on the construction of a representative Station Platform. A 15 metre wooden Railway Signal is to be erected and DMRG members have feelers out to acquire further related artefacts.

Looking to the future, the DMRG see an opportunity to develop the grassed area of the Precinct into a “Village Green” concept to include the old Denmark Station Master’s building. This plan could include the 360 degrees spinning of the building or adding a rear veranda so that it faces the Green. Also for consideration, the Old Denmark Post Office currently used by the school could also be relocated to the Green, thus freeing up a site for further KNS development within their current Lease and allowing the public to have easy access to this historical building. Perhaps even relocate other buildings of historical significance to Denmark such as the Old Police Station (Denmark Historical Museum) which could expand its operations into say the Old Denmark Post Office.

Denmark Machinery Restoration Group members have no issues with the Kwoorabup Nature School as it currently exists. However, we consider that the almost doubling of its Lease area would be detrimental to growth of the Heritage Precinct. The large classrooms as indicated on the southern boundary on the Concept Plan swallow up most of any potential Village Green space and the access road proposed for members to access the Museum removes the rest, to say nothing of our commemorative trees which have been planted.

**It must be noted that the Concept Plan as presented is not to scale.** The DMRG Museum extends closer to the Lions’ existing southern boundary.

***Appendix 1:*** *Background is a composite of two drone photos taken from 120 metres on Sunday 26 February 2023. Blue line overlay is copied from proposal.*

We feel that the irony of this proposed expansion is that the only two historic buildings on the precinct would be swallowed up within the KNS grounds.

There are many other issues and questions we have with the proposed Concept Plan. Our current access road has been removed, the unwanted former Denmark Yacht Club shed



(now utilised by the Lions) has apparently been “dumped” on the DMRG’s current Visitor Parking location. Sewerage and other services we will leave for another time.

We ask that you please register DMRG’s strong objection to this radical expansion of the KNS Lease. Our members feel it would kill the spirit and future of a precious Heritage Precinct. “Heritage, Recreation and Community” are seemingly considered to be the right of the Kwoorabup Nature School only, rather than the neighbouring Lessees and overall Denmark Community.

Finally, we have had the pleasure of meeting yourself and Claire at the Trackside Museum for discussions and to show you around. We would like to extend an invitation to the Council Members also, to a tour of the Trackside Museum and facilities at their convenience, and would appreciate discussing further.

Kind regards



Roy Mercer  
**President**  
**Denmark Machinery Restoration Group**



**Appendix 1: Background is a composite of two drone photos taken from 120 metres on Sunday 26 February 2023. Blue line overlay is copied from proposal.**







## DENMARK Men's Shed

Denmark Men's Shed Inc  
PO Box 780, Denmark WA 6333  
2D Inlet Drive Denmark  
[president@denmarkmenshed.com.au](mailto:president@denmarkmenshed.com.au)  
0407 995 081

07 March 2023

David King  
Acting Chief Executive Officer  
Shire of Denmark  
[enquiries@denmark.wa.gov.au](mailto:enquiries@denmark.wa.gov.au)  
[David.King@denmark.wa.gov.au](mailto:David.King@denmark.wa.gov.au)

Dear David

**RE: 3140/OCR23283427 HERITAGE RILWAY STATION No.3 RESERVE 2 INLET DRIVE, DENMARK**

Thankyou for your letter of 24<sup>th</sup> February and apologise for mix up with our contact details.

We have several concerns with the proposal submitted by the Kwoorabup Nature School. We have not been approached by the school and the proposal map is incorrect and out of scale.

Firstly the note that the Heritage Trail be restricted to pedestrian traffic is incongruous with the whole purpose of the trail. If horses and bikes were prevented from passing the school they would have to exit and re-enter through our lease which will present traffic problems and undermine our security.

It is also essential that the trail is maintained as trafficable as according to our lease and building permit we have to use that as our emergency egress.

It is also noted that New proposed lease is about twice the size of the existing Lions Lease.

The Denmark Men's Shed, in conjunction with the Machinery Restoration Group (DMRG) and the Historical Society have embarked upon a programme to emphasize the historical heritage of the site.

The railway line has been moved back to its original position and will be enhanced with Buffers and crossing Hardware and a railway siding may be incorporated.

A post and rail fence and gates, made with material salvaged from the Sleeman River Bridge, is in the process of being constructed. Information signs showing the historical aspects of the site have been made and will be installed behind the fence.

A Brief has been issued calling for Expressions of Interest to prepare 5 large murals to be attached the shed wall, behind the fence, depicting cultural and historical aspects of the site and the region.

It is anticipated that apart from enhancing the façade of shed it will become a place for locals to visit and a tourist stop, tying in with the DMRG Museum, a Village Green concept and future Railway Station as per Council Resolution 230219.

Care, Respect, Dignity & Fellowship



On behalf of the Members of the Denmark Men's Shed and Denmark Women's Shed (110)

Mal Dickie  
President  
Denmark Men's Shed Inc.  
0407 995 081  
PO Box 780  
2D Inlet Drive Denmark WA



Care, Respect, Dignity &  
Fellowship



# Denmark Historical Society Inc

PO Box 54 Denmark WA 6333

Email: [info@denmarkhistoricalsocietywa.org.au](mailto:info@denmarkhistoricalsocietywa.org.au)

Web: [www.denmarkhistoricalsocietywa.org](http://www.denmarkhistoricalsocietywa.org)

Attn

Mr David King

Acting Chief Executive Officer

Shire of Denmark

PO Box 183 Denmark 6333

27/03/2023

Dear Mr King,

**Re: your letter of the 24<sup>th</sup> February 2023:**

**This is The Denmark Historical Society's (DHS) response to the proposal for Kwoorabup Nature School to extend their lease area at Denmark Heritage Railway Station No 3 Reserve to include the Old Station Master's House.**

The Kwoorabup Nature School (KNS) has requested the Council to allow it to:

1. Take over the use of Station Master's House currently used by Denmark Lions Club as their headquarters and
2. Increase the area of land leased by the school by almost 100%.

**The Denmark Historical Society opposes both requests by the KNS.**

In 2018/19 the DHS argued against the Denmark Shire Council extending the lease for the school to 15 years and a 75% increase in land area it leased. At that time the school was known as The Spirit of Play (SoP).

At that time we argued that:

1. The Shire Council's intention was clearly to develop the site as a historical precinct and the plan adopted in 2014 by the Council does not include the SoP.
2. The precinct is the site of the 3<sup>rd</sup> Denmark railway station and yards and is of considerable historical significance, as the railways played a vital part in the development and survival of the town.
3. The Precinct contains the most significant remaining railway relics (the Ash Pit, the Turntable and the Station Master's house.). It is also the current site of the old Denmark Post Office. The School now occupies the Post Office, with its collection of historical photos and encroaches on the turntable and ashpit as they are part of the so called "shared space" shared by the School and the community. This effectively makes these relics unavailable during school hours and hence devalues their potential attraction as a tourist attraction.

**With respect to the current proposal for a further extension of the KNS grounds to include the Station Master's House the DHS makes the following points:**

1. The reasons we objected to the 2019 lease extension apply to the to KNS's 2023 application to further expand its footprint in the area. The current proposal to take over the Station Master's House and its surrounds just adds to the destruction of the area's heritage value.
2. It also deprives one of Denmark's most valuable charitable organisations, The Lions Club of Denmark, of its home of many years. The DHS has been supported by Lions as have many other Denmark organisations and residents.
3. The management of the area is vested in the Denmark Shire for purposes of Historical Precinct, Recreational and Community use. Schools rightly have a different separate vestment. The School Council has argued that a School on the site is not incompatible with the site's historical value, however the KNS has no intrinsic heritage value and simply disrupts an area of historical significance.
4. The DHS argues that the KHS, while purporting to support the site's history has not done anything practical to support their words. When the Denmark Shire Council voted to extend the Spirit of Play Lease in 2019 the motion passed included the following conditions:  
*(c) the Lessee will fund the agreed costs of construction / installation of nature play areas and refurbishment of the Historical Turntable and the Ash Pit in the Public Shared Use Area;* (extract from Denmark Shire Council Meeting 19<sup>th</sup> February 2019)  
Four years on and none of this has happened. There was supposed to be collaboration between the School and the DHS, but the DHS has never been approached by the School. It was not until the Chair of the DHS realised that the current Chair of the KNS council was a professional historian, and approached her on the subject of the ashpit and turntable, that any dialog was set up.
5. The DHS has never seen a copy of the 2019 Spirit of Play lease and would be interested to know if the above conditions (c) were included in the lease, as they should have been
6. The DHS is concerned that this current expansion on the current site will not be the last request from the KNS for more space on the current site.  
At the time of the new lease in 2019, the Shire's intention was for the School to move to a more appropriate site.  
*"Advise the Spirit of Play that it has amended the plan such that the label of the building that they currently lease is titled "Old Post Office Building" so as to provide clarity that it is Council's view that an expanded community school at the site is not a long term complementary use at the Heritage Precinct."* (extract from Shire Minutes 18 September 2018).  
It was also the School's purported intention to move. The School also assured the Shire that they believed that the School would need no further expansion on their current site.  
*The Spirit of Play have advised that even if they find another site now, it could take up to two years for them to go through the processes required in order to relocate. At this stage, the School is seeking to achieve a long-term stable outcome which means requesting Council to allow them to remain at their current site.*  
*The School is seeking a 21 year lease (preferably) and additional lease area, including an area of shared use, so that they can build two new classrooms and continue to offer an alternative education model for Denmark. Spirit of Play has advised that a lease term of less than 10 years would leave the school in a non-viable position and they would most likely cease operation. The maximum number of students they are aiming for is 92* (extract from Shire Minutes 18 September 2018)  
However, in an email receive by the DHS Chair from the KHS Council Chair it was stated that

*“we have found that our school needs to grow to support the town's growth, and for its own social sustainability.”*

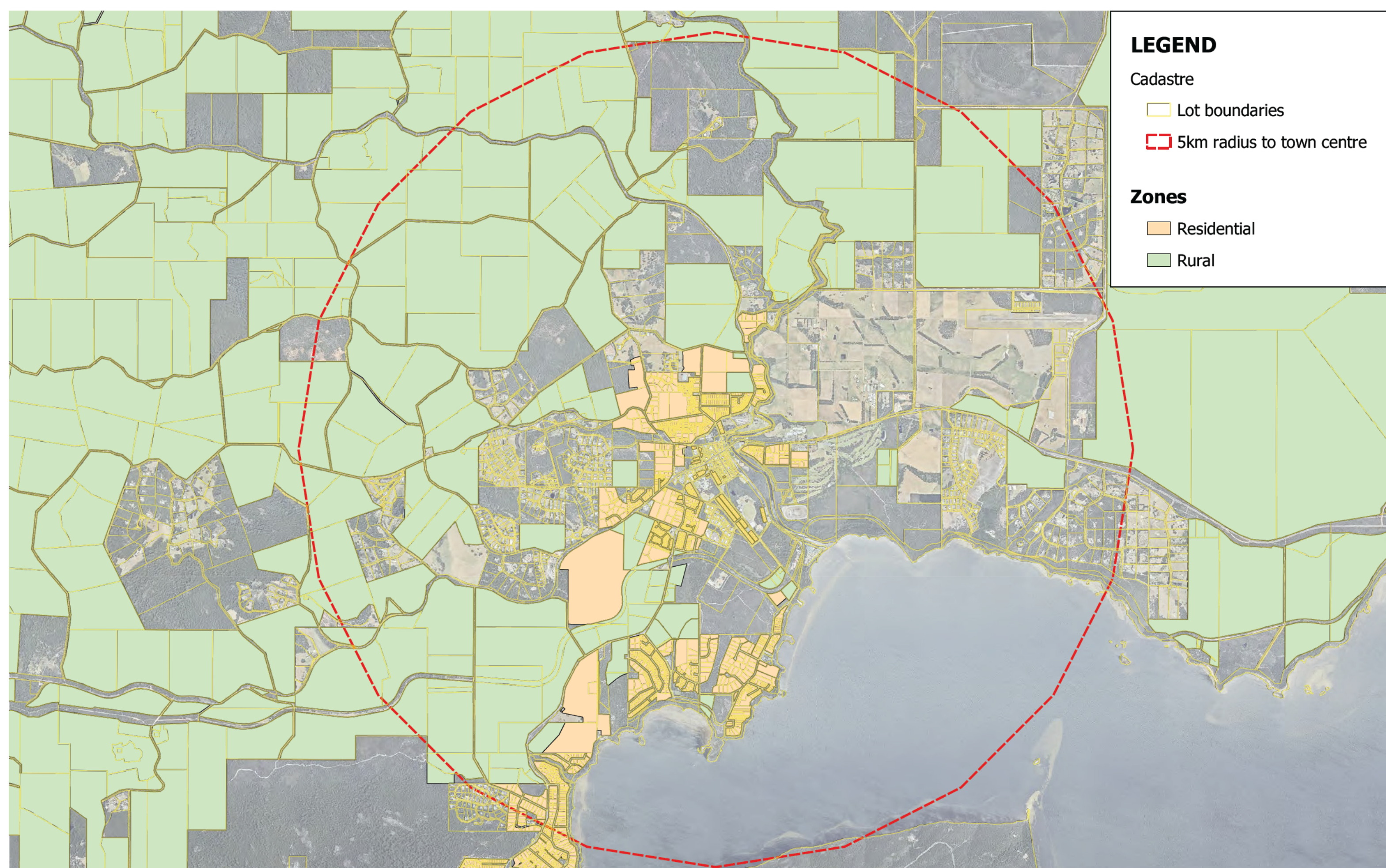
7. Planning for School Development is important and we support the KHS's right to change its plans, but it needs to be persuaded to take a less ad hoc approach and a much longer term view than it currently does. If, like the Denmark Steiner School already has, it decides that it needs to include a high school then incremental increases on the current site will be a disaster both for the School and the Shire. The current expansion plan has already induced considerable resentment in town because of the issues it has produced for the Lion's Club, and further expansion would create more.

The DHS believes the KHS should work with the Shire to find an appropriate site to develop a new School with adequate room for expansion. The Shire also needs to decide the long-term fate of the reserve. The DHS believes that the remaining relics, particularly the turntable, which is the last of its kind in Western Australia, are worth preserving. Clearly the Shire currently does not have sufficient funds to properly develop the site as a historical precinct. However, it should look back to its original 2014 plan and work towards getting State Government funding to make it happen as has happened with the rebuilding of the Railway Round House in Collie.

Ashleigh Murch  
Chairperson  
Denmark Historical Society



CC: Hon John Carey, Minister for Housing, Lands, Homelessness and Local Government  
Hon David Templeman, Minister for Culture, Arts, Sport, Recreation, International Education and Heritage





**LEGEND**

Cadastral

-  Lot boundaries
-  5km radius to town centre

**Zones**

-  Residential
-  Rural



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 Digital Cadastral Data Supplied by the Western Australian Land Information Authority.



SCALE 1:40,000	
SHEET 1 of 1	SIZE A3
DATE 27/02/23	

<b>Rural and Residential zoned land within 5km of Denmark Town Centre</b>
CLIENT Shire of Denmark



Name	Property Description	Reserve No.	Term	Commerical Rent
Peaceful Bay Sea Rescue Group	Sites 401 & 402 on Reserve 24510 Old Peaceful Bay Road Peaceful Bay A3104	24510	21 years	×
Denmark Machinery Restoration Group	Portion of Reserve 30277 (Portion of 952 Crellin Street Denmark A3140	30277	5 years + 5	×
Denmark Occasional Daycare Centre Inc. & Denmark Playgroup	Whole of Reserve 37516, Lot 500 South Coast Highway Denmark	37516	3 years	×
Denmark Pistol Club	Whole of Reserve 36044, Hay Location 7441 No. 223 Churchill Road Denmark	36044	21 years	×
Denmark Country Club	Reserve 22886 No. 925 South Coast Highway Denmark	22886	21 years + 14	×
Denmark Boating and Angling Club & Denmark Sea Rescue Group Inc	Reserve 24913 No. 891B (Part Lot 556) Ocean Beach Road	24913	21 years	×
Denmark Arts Council	Portion of Reserve 45623, No. 2 (Lot 1093) Scotsdale Road Denmark	45623	5 years	×
	& Portion of No. 2 (Lot 228 Portion of Reserve 18587) Strickland Street, Denmark	Freehold		×
Denmark Boating and Angling Club	Portion of Reserve 20928, Parry Road, Parryville	20928		×
	Portion of Reserve 36578 Parry Road, Parryville	36578	10 years	×
The Returned & Services League of Australia WA Branch Inc.	Whole of Reserve 23631, No. 54 (Lot 40) Strickland Street Denmark	23631	21 years	×
Peaceful Bay Progress Association Inc.	Portions of Reserve 24510, Lease of Sites 300 & 302, Peaceful Bay	24510	5 years	×
Nornalup Residents and Ratepayers Association	Portion of Reserve 17937, No. 3 (Lot 2368) Riverside Drive, Nornalup	17937	21 years	×
Returned & Services League Peaceful Bay Sub-Branch	Reserve 24510, No. 28 (Lease of whole Site 400) First Avenue, Peaceful Bay	24510	5 years	×
Kentdale Community Hall Committee Inc.	Reserve 27490 No. 518 (Lease of Part Lot 300) Parker Road, Kentdale	27490	21 years	×
Green Skills Inc.	No. 46 (Part Lot 326) McIntosh Road, Denmark	23067	10 years	×
Tingledale Hall Committee Inc.	Reserve 19264, No. 976 (Part Lot 2381) Valley of the Giants Road, Tingledale (A5594)	19264	21 years	×
Parry's Beach Volunteer Management Committee	Reserve 19925, No. 2830 (Part Lot 5393) South Coast Highway, William Bay (A5592) Parry's Community Hall	19925	21 years	×
Denmark Riverside Club Inc.	Portion of Reserve 20403, Lot 1110 on Deposited Plan 28861, No. 3 Morgan Road 39066) Denmark	20403	21 years	×
	Portion of Reserve 39066, Lot 1002 on Deposited Plan 215923,	39066		×
Denmark Community Resource Centre Inc.	Portion of No. 2 (Lot 228) Strickland Street, Denmark	18587	5 years	×
Denmark Historical Society	Reserve No. 42278, No. 16 (Lot 1021) Mitchell Street, Denmark	42278	21 years	×
Lions Club of Denmark Inc.	Part Reserve 30277 No. 2 (Lease of Part Lot 952) Inlet Drive, Denmark	30277	10 years	×
Scout Association of Australia	No. 53 (Lease of Part Lot 1087) Brazier Street, Denmark	15513	21 years	×
Denmark Equestrian Management Group Inc.	Reserve 39067, No. 73 (Lease of Whole Lot 1004) Beveridge Road, Denmark	39067	21 years	×
Denmark Surf Lifesaving Club Inc.	No. 891A (Lease of Part Lot 556) Ocean Beach Road, Ocean Beach	24913	21 years	×
Denmark Cottage Crafts Inc.	No. 5 (Lease of Part Lot 41 ) Mitchell Street, Denmark	26026	10 years	×
Denmark Men's Shed Inc.	Portion of Reserve 30277 (Portion of 952 Crellin Street Denmark A3140	30277	21 years	×
Denmark Surf Lifesaving Club Inc.	Portion of Lot 556 on Deposited Plan 71707	24913	5 years	×
Denmark Woodturners Inc.	Portion of Lot 501 on Deposited Plan 61023	48198	4 months, 15 days	×
Denmark Chamber of Commerce	Portion of Lot 501 on Deposited Plan 61023	48198	3 years	×
Denmark Rivermouth Caravan Park	No. 1 (Lot 1084) Inlet Drive, Denmark	46241	21 years	✓
Les Pinniger (Parrys Fishing Camp)	Portion of Reserve 20928 being Part Lot 304 Parry Beach Fishing Camp	20928	10 years	✓
Denmark Haulage	Portion of Lot 300, No. 13 Denmark-Mount Barker Road	Freehold	3 years	✓
Telstra Corporation (Golden Hill Exchange Site)	No. 4 (Lot 1) Nekele Road, Denmark	Telstra Corporation	21 years	✓
Vancouver Waste Services t/as Soil Solutions	Portion of Lot 300 on Deposited Plan 46811 No. 13 Denmark-Mount Barker Road	Freehold	3 years	✓

J R Higgs	Denmark Airport Hangar Lease No. 2 HLS2 East River Road, Hay	41390	10 years	✓
J M & M E King	Denmark Airport Hangar Lease No. 3 HLS3 East River Road, Hay	41390	10 years	✓
R Phillis	Denmark Airport Hangar Lease No. 5 HLS5 East River Road, Hay	41390	10 years	✓
ML, JF & RL Phillips (Peaceful Bay Caravan Park)	Sites 305 & 306 on Deposited Plan 220017	24510	21 years	✓
Mining Tenement M70/1038 - Lime Quarry	Reserve 46273 - Lime Quarry Loc 7836 Ocean Beach Road Denmark	46273	21 years	✓
KNS	No. 2 (Lease of Part Lot 952) Inlet Drive, Denmark (A5598)	30277	15 years	✓
Telstra Corporation Ltd	No. 466 (Loc 8171) Ocean Beach Road, Denmark	46764	10 years	✓
Bevans WA Pty Ltd	Reserve 24510, No. 37 (Lot 303) Old Peaceful Bay Road Peaceful Bay	24510	5 years	✓
Denmark Concrete Pty Ltd	Portion of Lot 300 on Deposited Plan 46811 (cnr South Coast Highway and Denmark-Mount Barker Road)	Freehold	3 years	✓

# Lease of Portion of Reserve 30277, Lot 952 (No. 2) Crellin Street, Denmark

Shire of Denmark

Spirit Of Play Community School T/As  
Kwoorabup Nature School



McLEODS

Lawyers

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Ref: RA:DEN:43333



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# Details

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## Parties

### Shire of Denmark

Of PO Box 183, Denmark, Western Australia  
(Lessor)

### Spirit Of Play Community School T/As Kwoorabup Nature School (ABN 88 445 425 948)

Registration No. A1004939E  
of Old Post Office Building, Inlet Drive, Denmark, Western Australia  
(Lessee)

## Background

- A The Lessor is the management body of the Land under the Management Order.
- B Under the Management Order, the Lessor has the power to lease the Land for any term not exceeding 21 years, subject to the approval of the Minister for Lands being first obtained.
- C The Lessor has agreed, subject to the prior approval of the Minister for Lands, to grant the Lessee a lease of the portion of the Land, more particularly the Premises, on the terms and conditions contained within this agreement.

## Agreed terms

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### 1. Definitions

In this Lease, unless otherwise required by the context or subject matter:

**Amounts Payable** means the Rent and any other money payable by the Lessee under this Lease;

**Authorised Person** means:

- (a) an agent, employee, licensee or invitee of the Lessor; and
- (b) any person visiting the Premises with the express or implied consent of any person mentioned in paragraph (a);

**CEO** means the Chief Executive Officer for the time being of the Lessor or any person appointed by the Chief Executive Officer to perform any of her or his functions under this Lease;

**Commencement Date** means the date of commencement of the Term specified in **Item 4** of the Schedule;

**Common Areas** means all those areas of the Land not leased to any lessee but made available from time to time by the Lessor for use by the tenants and visitors to the Land in common with



each other including the Car Park, footpaths, accessways, roads, entrances, stairs, playground, toilets and washrooms;

**Contaminated Sites Act** means the *Contaminated Sites Act 2003 (WA)*;

**CPI** means the Consumer Price Index (All Groups) Perth number published from time to time by the Australian Bureau of Statistics;

**DEC** means the Department of Environment and Conservation of Western Australia;

**Denmark Heritage Railway Station Precinct Concept Plan** means the Denmark Heritage Railway Station Precinct Concept Plan for Reserve 30277 adopted by the Lessor;

**Environmental Contamination** has the same meaning as the word “contaminated” in the Contaminated Sites Act;

**EPA** means the Environment Protection Agency of Western Australia;

**Encumbrance** means a mortgage, charge, lien, pledge, easement, restrictive covenant, writ, warrant or caveat and the claim stated in the caveat or anything described as an encumbrance on the Crown Land Title for the Land;

**Further Term** means each further term specified in **Item 3** of the Schedule;

**Good Repair** means good and substantial tenantable repair and in clean, good working order and condition;

**Historical Relics** means any item, property, structure or thing which are of historical significance including but not limited to, the Turntable, the Ash Pit, the Old Post Office and the Station Masters House;

**Interest Rate** means the rate at the time the payment falls due being 2% greater than the Lessor’s general overdraft rate on borrowings from its bankers on amounts not exceeding \$100,000.00;

**Land** means the land described at **Item 1** of the Schedule;

**Lease** means this deed as supplemented, amended or varied from time to time;

**Lessee’s Agents** includes:

- (a) the sublessees, employees, agents, contractors, invitees and licensees of the Lessee; and
- (b) any person on the Leased Premises by the authority of a person specified in paragraph (a);

**Lessee’s Covenants** means the covenants, agreements and obligations set out or implied in this Lease or imposed by law to be performed and observed by any person other than the Lessor;

**Lessee’s Property** includes the School Buildings and all other associated improvements on the Premises and any other property of the Lessee;

**Lessor’s Covenants** means the covenants, agreements and obligations set out or implied in this Lease, or imposed by law to be observed and performed by the Lessor;

**Lessor’s Fixtures and Fittings** are outlined in **Annexure 2** of this Lease;

**Management Order** means the Management Order made under section 46 of the *Land Administration Act 1997*, under which the Land was vested in the Lessor to be held for the purpose of “*Historical Precinct, Recreation and Community Purposes*”;

**Notice** means each notice, demand, consent or authority given or made to any person under this Lease;

**Old Post Office** means the old post office building located on the Premises;

**Other Tenants** means the Lessors other tenant or tenants currently occupying the Land;

**Party** means the Lessor or the Lessee according to the context;

**Permitted Purpose** means the purpose set out in **Item 7** of the Schedule;

**Public Shared Use Area** means the public shared use area shown on the plan annexed hereto as **Annexure 1**;

**Premises** means the premises described at **Item 1** of the Schedule;

**Rent** means the rent specified in **Item 5** of the Schedule;

**Reserve** means Reserve 30277;

**Schedule** means the Schedule to this Lease;

**School Buildings** means all buildings and improvements constructed or installed on the Premises by the Lessee or at the request of the Lessee, except the Old Post Office or the Station Masters House;

**Station Masters House** means that structure located on the Land described and identified as “Station Masters House” by the Lessor;

**Term** means the term of years specified in **Item 2** of the Schedule and any Further Term; and

**Termination** means expiry by effluxion of time or sooner determination of the Term or any period of holding over.

## 2. Interpretation

In this Lease, unless expressed to the contrary:

- (a) words importing:
  - (i) the singular includes the plural and vice versa; and
  - (ii) a gender or genders include each other gender;
- (b) if a word or phrase is assigned a particular meaning, other grammatical forms of that word or phrase have a corresponding meaning;
- (c) a reference to:
  - (i) a natural person includes a body corporate or local government;
  - (ii) a body corporate or local government includes a natural person;



- (iii) a professional body includes a successor to or substitute for that body;
- (iv) a Party includes its legal personal representatives, successors and assigns and if a Party comprises two or more persons, the legal personal representatives, successors and assigns of each of those persons;
- (v) a statute, includes an ordinance, code, regulation, award, town planning scheme, regulation, local law, by-law, requisition, order or other statutory instruments made under any of them and a reference to any of them, whether or not by name, includes any amendments to, re-enactments of or replacements of any of them from time to time in force;
- (vi) a right includes a benefit, remedy, discretion, authority or power;
- (vii) an obligation includes a warranty or representation and a reference to a failure to observe or perform an obligation includes a breach of warranty or representation;
- (viii) this Lease or provisions of this Lease or any other deed, agreement, instrument or contract includes a reference to:
  - (A) both express and implied provisions; and
  - (B) that other deed, agreement, instrument or contract as varied, supplemented, replaced or amended;
- (ix) writing includes any mode of representing or reproducing words in tangible and permanently visible form and includes facsimile transmissions;
- (x) any thing (including, without limitation, any amount) is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them; and
- (xi) a subparagraph, paragraph, subclause, clause, Item, Schedule or Annexure is a reference to, respectively, a subparagraph, paragraph, subclause, clause, Item, Schedule or Annexure of this Lease;
- (d) the covenants and obligations on the part of the Lessee not to do or omit to do any act or thing include:
  - (i) covenants not to permit that act or thing to be done or omitted to be done by a Lessee's Agent; and
  - (ii) a covenant to take all reasonable steps to ensure that that act or thing is not done or omitted to be done;
- (e) the meaning of general words or phrases is not limited by specific examples introduced by 'including', 'for example' or similar expressions; and
- (f) if a Party comprises two or more persons, the covenants and agreements on their part bind them and must be observed and performed by them jointly and each of them severally, and may be enforced against any one or more of them.

### 3. Minister for Lands Consent

This Lease is subject to and conditional on the prior approval of the Minister for Lands under the *Land Administration Act 1997*. A copy of the Minister for Lands consent is annexed hereto as **Annexure 2**.

## 4. Grant of lease

The Lessor, subject to **clause 3** of this Lease, leases to the Lessee the Premises for the Term subject to:

- (a) all Encumbrances and any reservations;
- (b) the payment of the Amounts Payable; and
- (c) the performance and observance of the Lessee's Covenants,

together with the non-exclusive right for the Lessee and the Lessee's Agents to use the Common Areas for the purpose for which they are intended.

## 5. Quiet enjoyment

Except as provided in the Lease, for so long as the Lessor is the management body of the Premises under a management order, and subject to the performance and observance of the Lessee's Covenants the Lessee may quietly hold and enjoy the Premises during the Term without any interruption or disturbance from the Lessor or persons lawfully claiming through or under the Lessor.

## 6. Rent and other payments

The Lessee covenants with the Lessor:

### 6.1 Rent

To pay to the Lessor the Rent in the manner set out at **Item 5** of the Schedule on and from the Commencement Date clear of any deductions.

### 6.2 Outgoings

- (1) To pay to the Lessor or to such person as the Lessor may from time to time direct punctually all the following outgoings or charges, assessed or incurred in respect of the Premises and Common Areas:
  - (a) local government rates, specified area rates, taxes, service and other charges and including but not limited to rubbish collection charges and the emergency services levy;
  - (b) water, drainage and sewerage rates, charges for disposal of stormwater, meter rent and excess water charges;
  - (c) telephone, electricity, gas and other power and light charges including but not limited to meter rents and the cost of installation of any meter, wiring, internet connections or telephone connection;
  - (d) land tax and metropolitan regional improvement tax on a single ownership basis; and
  - (e) any other consumption charge or cost, statutory impost or other obligation incurred or payable by reason of the Lessee's use and occupation of the Premises.
- (2) If the Premises are not separately charged or assessed the Lessee will pay to the Lessor a proportionate part of any charges or assessments referred to in **clause 6.2(1)** being the proportion that the Premises bears to the total area of the land or premises included in the charge or assessment.

### 6.3 Interest

Without affecting the rights, power and remedies of the Lessor under this Lease, to pay to the Lessor interest on demand on any Amounts Payable which are unpaid for 7 days computed from the due date for payment until payment is made and any interest payable under this paragraph will be charged at the Interest Rate.

### 6.4 Costs

- (1) To pay to the Lessor on demand:
  - (a) all duty, fines and penalties payable under the *Duties Act 2008* and other statutory duties or taxes payable on or in connection with this Lease;
  - (b) all registration fees in connection with this Lease; and
  - (c) all legal costs of and incidental to the instructions for the preparation, execution and stamping of this Lease and all copies.
- (2) To pay to the Lessor all costs, legal fees, disbursements and payments incurred by or for which the Lessor is liable in connection with or incidental to:
  - (a) the Amounts Payable or obtaining or attempting to obtain payment of the Amounts Payable under this Lease;
  - (b) any breach of covenant by the Lessee or the Lessee's Agents;
  - (c) the preparation and service of a notice under Section 81 of the *Property Law Act 1969* requiring the Lessee to remedy a breach even though forfeiture for the breach may be avoided in a manner other than by relief granted by a Court;
  - (d) any work done at the Lessee's request which the Lessor is not responsible for under the terms of this Lease; and
  - (e) any action or proceedings arising out of or incidental to any matters referred to in this **clause 6.4** or any matter arising out of this Lease.

### 6.5 Accrual of amounts payable

Amounts Payable accrue on a daily basis.

## 7. Rent Review

### 7.1 Rent to be Reviewed

The Rent will be reviewed on and from each Rent Review Date to determine the Rent to be paid by the Lessee until the next Rent Review Date.

### 7.2 Methods of Review

The review will be either based on CPI or a Market Review. The basis for each rent review is as identified for each Rent Review Date in **Item 6** of the Schedule.

### 7.3 CPI Review

A rent review based on CPI will increase the amount of Rent payable during the immediately preceding period by the percentage of any increase in CPI having regard to the quarterly CPI published immediately prior to the later of the Commencement Date or the last Rent Review Date



as the case may be and the quarterly CPI published immediately prior to the relevant Rent Review Date. If there is a decrease in CPI having regard to the relevant CPI publications the Rent payable from the relevant Rent Review Date will be the same as the Rent payable during the immediately preceding period. Should the CPI be discontinued or suspended at any time or its method of computation substantially altered, the parties shall endeavour to agree upon the substitution of the CPI with an equivalent index, or failing agreement by the parties, the substitution shall be made by a Valuer appointed in accordance with **clause 7.4**.

#### **7.4 Market Rent Review**

- (1) A rent review based on market rent will establish the current market rent for the Premises (which will not be less than the Rent payable in the period immediately preceding the Rent Review Date) by agreement between the parties and failing agreement, will be determined in accordance with the following provisions.
- (2) If agreement as to the substitution of the CPI with an equivalent index for the Premises is not reached at least one (1) month prior to the relevant Rent Review Date then the current market rent for the Premises will be determined at the expense of the Lessee by a valuer (**Valuer**) licensed under the *Land Valuers Licensing Act 1978*, to be appointed, at the request of either party, by the President for the time being of the Australian Property Institute (Western Australian Division) (or if such body no longer exists, such other body which is then substantially performing the functions performed at the Commencement Date by that Institute).
- (3) The Valuer will act as an expert and not as an arbitrator and his or her decision will be final and binding on the parties. The parties will be entitled to make submissions to the Valuer.
- (4) In this **clause 7**, “current market rent” means the rent obtainable for the Premises in a free and open market if the Premises was unoccupied and offered for rental for the use for which the Premises is permitted pursuant to this Lease and on the same terms and conditions contained in this Lease, BUT will not include:
  - (a) any improvements made or effected to the Premises by the Lessee; and
  - (b) any rent free periods, discounts or other rental concessions.

#### **7.5 Rent will not decrease**

Notwithstanding the provisions in this clause, the Rent payable from any Rent Review based on CPI Review will not be less than the Rent payable in the period immediately preceding such Rent Review Date.

#### **7.6 Lessor’s right to review**

The Lessor may institute a rent review notwithstanding the Rent Review Date has passed and the Lessor did not institute a rent review on or prior to that Rent Review Date, and in which case the Rent agreed or determined shall date back to and be payable from the Rent Review Date for which such review is made.

### **8. Insurance**

#### **8.1 Insurance required**

The Lessee must effect and maintain with insurers approved by the Lessor (noting the Lessor’s and the Lessee’s respective rights and interest in the Premises) for the time being:

- (a) adequate public liability insurance for a sum not less than the sum set out at **Item 8** of the Schedule in respect of any one claim or such greater amount as the Lessor may from time to time reasonably require;
- (b) insurance against all risks as the Lessor may require, of all plate glass windows, doors and display show cases forming part of or within the Premises for a sum which is not less than its full insurable value;
- (c) insurance to cover the Lessee's fixtures, fittings, equipment and stock against loss or damage by fire, fusion, smoke, lightning, flood, storm, tempest, earthquake, sprinkler leakage, water damage and other usual risks against which a Lessee can and does ordinarily insure in their full replacement value, and loss from theft or burglary;
- (d) employers' indemnity insurance including workers' compensation insurance in respect of all employees of the Lessee employed in, about or on the Premises; and
- (e) any other policy of insurance which the Lessor may reasonably require or specify from time to time.

## **8.2 Building Insurance for School Buildings to be effected by Lessee**

The Lessee shall effect and keep effected insurance to the full insurable value on a replacement or reinstatement value basis of the School Buildings on the Premises against damage arising from fire, tempest, storm, earthquake, explosion, aircraft, or other aerial device including items dropped from any device, riot, commotion, flood, lightning, act of God, fusion, smoke, rainwater, leakage, impact by vehicle, machinery breakdown and malicious acts or omissions and other standard insurable risks.

## **8.3 Building Insurance for Old Post Office to be effected by Lessor**

The Lessor shall effect and keep effected insurance to the full insurable value on a replacement or reinstatement value basis of the Old Post Office on the Premises against damage arising from fire, tempest, storm, earthquake, explosion, aircraft, or other aerial device including items dropped from any device, riot, commotion, flood, lightning, act of God, fusion, smoke, rainwater, leakage, impact by vehicle, machinery breakdown and malicious acts or omissions and other standard insurable risks.

## **8.4 Details and receipts**

In respect of the insurances required by **clause 8.1** the Lessee must:

- (a) if requested by the Lessor, upon renewal of any insurance policy immediately forward to the Lessor copies of Certificates of Currency and details of the insurances as held by the Lessee;
- (b) if requested by the Lessor, promptly pay all premiums and produce to the Lessor each policy or certificate of currency and each receipt for premiums or certificate of currency issued by the insurers; and
- (c) notify the Lessor immediately:
  - (i) when an event occurs which gives rise or might give rise to a claim under or which could prejudice a policy of insurance; or
  - (ii) when a policy of insurance is cancelled.



## **8.5 Lessee May be Required to Pay Excess on Insurances**

The Lessee AGREES with the Lessor that it shall be responsible to pay any excess payable in connection with the insurances referred to in **clause 8.1** and **clause 8.2**.

## **8.6 Not to invalidate**

The Lessee must not do or omit to do any act or thing or bring or keep anything on the Premises which might:

- (a) render any insurance effected under **clause 8.1**, **clause 8.2** and **clause 8.3** on the Premises, or any adjoining premises, void or voidable; or
- (b) cause the rate of a premium to be increased for the Premises or any adjoining premises (except insofar as an approved development may lead to an increased premium).

## **8.7 Report**

Each Party must report to the other promptly in writing and in an emergency verbally:

- (a) any damage to the Premises of which they are or might be aware; and
- (b) any circumstances of which they are aware and which are likely to be a danger or cause any damage or danger to the Premises or to any person in or on the Premises.

## **8.8 Settlement of claim**

The Lessor may, but the Lessee may not without prior written consent of the Lessor, settle or compromise any claims under any policy of insurance required by **clauses 8.1(a)** and **(b)** and **clause 8.3**.

## **8.9 Lessor as attorney**

In relation to any insurances required by **clauses 8.1(a)** and **(b)** and **clause 8.3**, the Lessee irrevocably appoints the Lessor as the Lessee's attorney during the Term:

- (a) in respect to all matters and questions which may arise in relation to the insurance;
- (b) with full power to demand, sue for and recover and receive from any insurance company or society or person liable to pay the insurance money as are payable for the risks covered by the insurance ;
- (c) to give good and effectual receipts and discharges for the insurance; and
- (d) to settle, adjust, arbitrate and compromise all claims and demands and generally to exercise all powers of absolute owner.

# **9. Indemnity**

## **9.1 Lessee responsibilities**

- (1) The Lessee is subject to the same responsibilities relating to persons and property to which the Lessee would be subject if during the Term the Lessee were the owner and occupier of the freehold of the Premises.
- (2) The Lessee is responsible and liable for all acts or omissions of the Lessee's Agents on the Premises and for any breach by them of any covenants or terms in this Lease required to be performed or complied with by the Lessee.

## 9.2 Indemnity

(1) The Lessee indemnifies, and shall keep indemnified, the Lessor and the Minister for Lands from and against all actions, claims, costs, proceedings, suits and demands whatsoever which may at any time be incurred or suffered by the Lessor or the Minister for Lands, or brought, maintained or made against the Lessor, in respect of:

- (a) any loss whatsoever (including loss of use);
- (b) injury or damage of, or to, any kind of property or thing; and
- (c) the death of, or injury suffered by, any person,

caused by, contributed to, or arising out of, or in connection with, whether directly or indirectly:

- (i) the use or occupation of the Premises or Common Areas by the Lessee or the Lessee's Agents;
- (ii) any work carried out by or on behalf of the Lessee or Common Areas on the Premises;
- (iii) the Lessee's activities, operations or business on, or other use of any kind of, the Premises;
- (iv) the presence of any Contamination, Pollution or Environmental Harm in on or under the Premises or adjoining land caused or contributed to by the act, neglect or omission of the Lessee or the Lessee's Agents;
- (v) any default by the Lessee in the due and punctual performance, observance and compliance with any of the Lessee's covenants or obligations under this Lease; or
- (vi) an act or omission of the Lessee.

## 9.3 Obligations Continuing

The obligations of the Lessee under this clause:

- (a) are unaffected by the obligation of the Lessee to take out insurance, and the obligations of the Lessee to indemnify are paramount, however if insurance money is received by the Lessor for any of the obligations set out in this clause then the Lessee's obligations under **clause 9.2** will be reduced by the extent of such payment.
- (b) continue after the expiration or earlier determination of this Lease in respect of any act, deed, matter or thing occurring or arising as a result of an event which occurs before the expiration or earlier determination of this Lease.

## 9.4 No indemnity for Lessor's negligence

The parties agree that nothing in this clause shall require the Lessee to indemnify the Lessor, its officers, servants, or agents against any loss, damage, expense, action or claim arising out of a negligent or wrongful act or omission of the Lessor, or its servants, agents, contractors or invitees.

## 9.5 Release

(1) The Lessee:

- (a) agrees to occupy and use the Premises at the risk of the Lessee; and

- (b) releases to the full extent permitted by law, the Lessor and the Minister for Lands from:
- (i) any liability which may arise in respect of any accident or damage to property, the death of any person, injury to any person, or illness suffered by any person, occurring on the Premises or arising from the Lessee's use or occupation of the Premises by;
  - (ii) loss of or damage to the Premises or personal property of the Lessee; and
  - (iii) all claims, actions, loss, damage, liability, costs and expenses arising from or connected with (directly or indirectly) the presence of any Contamination, Pollution or Environmental Harm in, on or under the Premises or surrounding area

except to the extent that such loss or damage arises out of a negligent or wrongful act or omission of the Lessor, or its servants, agents, contractors or invitees.

- (2) The release by the Lessee continues after the expiration or earlier determination of this Lease in respect of any act, deed, matter or thing occurring or arising as a result of an event which occurs before the expiration or earlier determination of this Lease.

## 10. Limit of Lessor's liability

### 10.1 No liability for loss on Premises

The Lessor will not be liable for loss, damage or injury to any person or property in or about the Premises however occurring.

### 10.2 Limit on liability for breach of Lessor's covenants

- (1) The Lessor is only liable for breaches of the Lessor's Covenants set out in this Lease which occur while the Lessor is the management body for the Land.
- (2) The Lessor will not be liable for any failure to perform and observe any of the Lessor's Covenants due to any cause beyond the Lessor's control.

## 11. Maintenance, repair and cleaning

### 11.1 Generally

- (1) The Lessee agrees during the Term and for so long as the Lessee remains in possession or occupation of the Premises to maintain, replace, repair, clean and keep the Premises (which for the avoidance of doubt includes the Lessor's Fixtures and Fittings) and Appurtenances in Good Repair having regard to the age of the Premises at the Commencement Date provided that this subclause shall not impose on the Lessee any obligation:
  - (a) to carry out repairs or replacement that are necessary as a result of fair and reasonable wear and tear, except when such repair or replacement is necessary because of any act or omission of or on the part of the Lessee (or its servants, agents, contractors or invitees), or the Lessor's insurances are invalidated by any act, neglect or default by the Lessee (or its servants, agents, contractors or invitees); and
  - (b) in respect of any structural maintenance, replacement or repair except when such maintenance, repair or replacement is necessary because of any act or omission of or on the part of the Lessee (or its servants, agents, contractors or invitees), or by the Lessee's particular use or occupancy of the Premises.

- (2) The Lessee must at all times comply with any heritage requirements and all reasonable conditions that may be imposed by the Lessor from time to time in relation to the Lessee's maintenance of the Premises.
- (3) In discharging the obligations imposed on the Lessee under this subclause, the Lessee shall where maintaining, replacing, repairing or cleaning:
- (a) any electrical fittings and fixtures;
  - (b) any plumbing;
  - (c) any air-conditioning fittings and fixtures;
  - (d) any gas fittings and fixtures,
- in or on the Premises use only licensed trades persons, or such trades persons as may be approved by the Lessor and notified to the Lessee, which approval shall not be unreasonably withheld.
- (4) The Lessee must take such reasonable action as is necessary to:
- (a) prevent, if it has occurred as a result of the Lessee's use of the Premises; and
  - (b) rectify or otherwise ameliorate,
- the effects of erosion, drift or movement of sand, soil, dust or water on or from the Premises.

## 11.2 Heritage Acknowledgments

The Lessee acknowledges that the Premises:

- (a) are subject to the heritage listings in **Item 10** of the Schedule;
- (b) any works, any development or alteration to the Premises must be in accordance with any applicable heritage requirements and any conservation plan/s; and
- (c) any development application requires advertising in accordance with the provisions of the Shire of Denmark Town Planning Scheme No.3.

## 11.3 Cleaning

The Lessee must at all times keep the Premises clean, tidy, unobstructed and free from dirt and rubbish.

## 11.4 Repair

Unless such damage is the Lessor's responsibility pursuant to the terms of the Lease, the Lessee must promptly repair at its own expense to the satisfaction of the Lessor, any damage to the Premises, regardless of how the damage is caused and replace any of the Lessor's fixtures and fittings which are or which become damaged.



### **11.5 Responsibility for Securing the Premises**

The Lessee must ensure the Premises, including Lessor's and Lessee's fixtures and fittings, are appropriately secured at all times.

### **11.6 Maintain surroundings**

- (1) The Lessee must regularly inspect and maintain in good condition any part of the Premises which surrounds any buildings, including but not limited to any flora, gardens, lawns, shrubs, hedges and trees.
- (2) The Lessee agrees that any pruning of trees must be undertaken by a qualified tree surgeon or suitably qualified contractor.
- (3) If any flora, trees or lawn dies the Lessee must replace the flora, trees or lawn at its own expense.
- (4) The Lessee must plant and care for such trees on the Premises as the Lessor may from time to time reasonably require.
- (5) The Lessee may not remove any trees, shrubs or hedges without first consulting with and obtaining the approval of the Lessor, except where necessary for urgent safety reasons.

### **11.7 Lessor's Fixtures and Fittings**

The Lessee covenants and agrees that the Lessor's Fixtures and Fittings will remain the property of the Lessor and must not be removed from the Premises at any time.

### **11.8 Pest control**

The Lessee must keep the Premises free of any pests and vermin and the cost of extermination will be borne by the Lessee.

### **11.9 Painting and Decorate**

- (1) The Lessee must on or before each repainting date as stated in **Item 9** of the Schedule paint with at least 2 coats of paint those parts of the Old Post Office and the Station Masters House internally and externally.
- (2) All painting carried out under this **clause 11.9** must be carried out by a registered painting contractor; and the registered painting contractor or other person engaged by the Lessee to paint the Premises must:
  - (a) do so in a proper manner using good quality materials;
  - (b) have the colour and quality of the materials for the Old Post Office and the Station Masters House approved in writing by the Lessor and the Denmark Historical Society before the work commences;
  - (c) comply with all reasonable directions given or requests made by the Lessor; and
  - (d) be finished in a proper and workmanlike manner.
- (3) The Lessee must at all times keep the walls and ceilings clean and washed to the satisfaction of the health authorities and the Lessor.



## 11.10 Drains

- (1) The Lessee must keep and maintain the waste pipes drains and conduits originating in the Premises or connected thereto in a clean clear and free flowing condition and must pay to the Lessor upon demand the cost to the Lessor of clearing any blockage which may occur in such waste pipes, drains and conduits between the external boundaries of the Premises and the point of entry thereof into any trunk drain unless such blockage has been caused without neglect or default on the part of the Lessee.
- (2) The Lessee must not permit the drains, toilets, grease traps (if any) and other sanitary appliances on the Premises to be used for any purpose other than that for which they were constructed and must not allow any foreign matter or substance to be thrown therein.

## 12. Use

### 12.1 Restrictions on use

#### (1) Generally

The Lessee must not and must not suffer or permit a person to:

- (a) use the Premises or any part of it for any purpose other than the Permitted Purpose; or
- (b) use the Premises for any purpose which is not permitted under any local or town planning scheme, local laws, acts, statutes or any law relating to health.

#### (2) No offensive or illegal acts

The Lessee must not and must not suffer or permit a person to do or carry out on the Premises any harmful, offensive or illegal act, matter or thing.

#### (3) No nuisance

The Lessee must not and must not suffer or permit a person to do or carry out on the Premises any thing which causes a nuisance, damage or disturbance to the Lessor or to owners or occupiers of adjoining properties.

#### (4) No dangerous substances

The Lessee must not and must not suffer or permit a person to store any dangerous compound or substance on or in the Premises, otherwise than in accordance with the following provisions:

- (a) any such storage must comply with all relevant statutory provisions;
- (b) all applications for the approval or renewal of any licence necessary for such storage must be first referred to the Lessor;
- (c) the Lessor may within its absolute discretion refuse to allow the storage of any particular dangerous compound or substance on the Premises; and
- (d) upon the request of the Lessor, the Lessee will provide a list of all dangerous compounds or substances stored on the Premises.

#### (5) No harm or stress

The Lessee must not and must not suffer or permit a person to do any act or thing which might result in excessive stress or harm to any part of the Premises.

**(6) No signs**

The Lessee must not and must not suffer or permit a person to display from or affix any signs, notices or advertisements on:

- (a) the Old Post Office, without the prior written consent of the Lessor;
- (b) the Station Masters House, without the prior written consent of the Lessor; and
- (c) any other building or improvement on the Premises, unless the sign directly relates to school operations and/or educational programs.

**(7) No smoking**

The Lessee must not suffer or permit a person to smoke inside any building or other enclosed area on the Premises.

**(8) Consumption of alcohol**

The Lessee covenants and agrees:

- (a) not to use or allow the Premises to be used for the consumption or sale of alcohol without first obtaining the written consent of the Lessor, and the Lessor shall determine any such application in its absolute discretion; and
- (b) that it shall not make an application for a licence or permit under *the Liquor Control Act 1988* (or any other relevant written laws that may be in force from time to time) for the Premises, without first obtaining the written consent of the Lessor.

**(9) Removal of rubbish**

The Lessee must keep the Premises free from dirt and rubbish and to store and keep all trade waste and garbage in proper receptacles.

**(10) No pollution**

The Lessee must do all things necessary to prevent pollution or contamination of the Premises by garbage, refuse, waste matter, oil and other pollutants.

**(11) No Animals**

The Lessee must not keep on or bring into the Premises any live animal or bird, other than:

- (a) any animal or bird related to curriculum delivery; and
- (b) domesticated animals (excluding cats) which are suitably restrained and confined to designated areas.

**(12) Non-Indigenous Plants**

The Lessee must not plant in or otherwise introduce to the Premises any exotic plant or any plant not indigenous to the locality of the Premises, without the Lessor's prior written consent, unless such plant is related to curriculum delivery or a school program and is adequately confined to prevent spreading risk of invasive non-indigenous plants.

**12.2 No warranty**

The Lessor gives no warranty:

- (a) as to the use to which the Premises may be put; or
- (b) that the Lessor will issue any consents, approvals, authorities, permits or licences required by the Lessee under any statute for its use of the Premises.

### **12.3 Lessee to Observe Copyright**

In the event that the Lessee or any person sub-leasing, hiring, or in temporary occupation of the Premises provides, contracts for, or arranges for the performance, exhibition or display of any music or work of art the copyright of which is not vested in the Lessee or that person, the Lessee shall ensure that all obligations in regard to payment of copyright or licensing fees with the owner or licensor of the copyright are met before any such performance, exhibition or display is held.

### **12.4 Premises Subject to Restriction**

The Lessee accepts the Premises for the Term subject to any existing prohibition or restriction on the use of the Premises.

### **12.5 Indemnity for Costs**

The Lessee indemnifies the Lessor against any claims or demands for all costs, on a solicitor client basis, reasonably incurred by the Lessor by reason of any claim in relation to any matters set out in this **clause 12**.

## **13. Common Areas**

### **13.1 Lessee's covenants and acknowledgements**

- (1) The Lessee may use the Common Areas in common with the Other Tenants.
- (2) The Lessee shall not use the Common Areas, or any facility, item of plant and equipment or Lessor's fixture for a purpose other than that for which was designed or for which it is designated by the Lessor.
- (3) The Lessee shall not do or omit to do any act or thing which might cause or allow the Common Areas:
  - (a) to deteriorate or become impaired except for fair wear and tear;
  - (b) to be in a condition other than a good and sanitary condition; or
  - (c) to be obstructed, except where the Lessor has approved any temporary obstruction in writing to enable the Lessee to carry out any approved works or improvements.

### **13.2 Lessor's reservations**

The Lessor may cancel, suspend, vary or restrict the Lessee's rights in relation to the Common Areas:

- (a) to enable work to be carried out; or
- (b) to comply with the law or with the Lessor's obligations to any third party;

but in so doing, the Lessor must not prevent access to the Premises or otherwise materially impair the Lessee's use and enjoyment of the Premises during the Lessee's normal hours of use of the Premises.

### 13.3 Lessee to comply with Lessor's directions

The Lessee must:

- (a) comply with and observe the reasonable requirements of the Lessor in relation to the use, maintenance and handling of the plant and equipment or any amenity or facility; and
- (b) not do anything which might interfere with or impair the efficient operation of the plant and equipment or any amenity or facility, unless as otherwise agreed between the parties.

### 13.4 Comply with Rules and Regulations in relation to Common Areas

The Lessee must comply with all rules and regulations made by the Lessor with respect to the Common Areas provided that such rules and regulations are not inconsistent with the express terms of this Lease.

### 13.5 Damage to Common Areas

The Lessee must make good any breakage defect or damage to the Common Areas or to any other part of the Land or any appurtenance or equipment of facility therein caused by want of care misuse or abuse on the part of the Lessee or the Lessee's Agents or by any breach of this Lease by the Lessee.

## 14. Minimise nuisance to neighbours

- (1) The Lessee must take all reasonable action to minimise and prevent disruption, nuisance and disturbance to surrounding residential premises and Other Tenants, particularly during and following social events held at the Premises.
- (2) The Lessee must comply with all reasonable conditions and directions that may be imposed by the Lessor from time to time in relation to the minimisation and prevention of disruption, nuisance and disturbance to surrounding residential premises and Other Tenants.

## 15. Alterations

### 15.1 Restriction

- (1) Unless otherwise provided by this Lease, the Lessee must not:
  - (a) make or allow to be made any alteration, addition or improvements to or demolish any part of the Premises; or
  - (b) subject to the performance of the Lessee's obligations in **clause 11**, remove any flora or fauna, alter or cut down any flora, or sell, remove or otherwise dispose of any flora, sand, gravel, timber or other materials from the Premises,

without the prior written consent from the Lessor and any other person from whom consent is required under this Lease and any consent required under statute in force from time to time, including but not limited to the planning approval of the Lessor under a local or town planning scheme of the Lessor and the consent of the Heritage Council.

### 15.2 Consent

- (1) If the Lessor and any other person whose consent is required under this Lease or at law consents to any matter referred to in **clause 15.1** the Lessor may:
  - (a) consent subject to conditions; and



- (i) require that work be carried out in accordance with plans and specifications approved by the Lessor or any other person giving consent; and
  - (ii) require that any alteration be carried out to the satisfaction of the Lessor under the supervision of an engineer or other consultant; and
- (b) if the Lessor consents to any matter referred to in **clause 15.1**:
- (i) the Lessor gives no warranty that the Lessor will issue any consents, approvals, authorities, permits or policies under any statute for such matters; and
  - (ii) the Lessee must apply for and obtain all such consent approvals, authorities, permits or policies as are required at law before undertaking any alterations, additions, improvements or demolitions.

### **15.3 Cost of Works**

All works undertaken under this **clause 15** will be carried out at the Lessee's expense.

### **15.4 Conditions**

If any of the consents given by the Lessor or other persons whose consent is required under this Lease or at law require other works to be done by the Lessee as a condition of giving consent, then the Lessee must at the option of the Lessor either:

- (a) carry out those other works at the Lessee's expense; or
- (b) permit the Lessor to carry out those other works at the Lessee's expense, in accordance with the Lessor's requirements.

### **15.5 Compliance with Plans**

The Lessee acknowledges that:

- (a) it shall not carry out any works on the Premises without first obtaining the consent of the Lessor to such works; and
- (b) any works approved by the Lessor on the Premises shall be carried out in accordance with plans or requirements or other restraints which relate to the Premises.

## **16. Lessor's right of entry**

### **16.1 Entry on Reasonable Notice**

The Lessee must permit entry by the Lessor or any Authorised Person onto the Premises without notice in the case of an emergency, and otherwise upon reasonable notice:

- (a) (i) at all reasonable times;
  - (ii) with or without workmen and others; and
  - (iii) with or without plant, equipment, machinery and materials;
- (b) for each of the following purposes:
- (i) to inspect the state of repair of the Premises and to ensure compliance with the terms of this Lease;



- (ii) to carry out any survey or works which the Lessor considers necessary, however the Lessor will not be liable to the Lessee for any compensation for such survey or works provided they are carried out in a manner which causes as little inconvenience as is reasonably possible to the Lessee;
- (iii) to comply with the Lessor's Covenants or to comply with any notice or order of any authority in respect of the Premises for which the Lessor is liable; and
- (iv) to do all matters or things to rectify any breach by the Lessee of any term of this Lease but the Lessor is under no obligation to rectify any breach and any rectification under this **clause 16.1(b)(iv)** is without prejudice to the Lessor's other rights, remedies or powers under this Lease.

## 16.2 Costs of Rectifying Breach

All costs and expenses incurred by the Lessor as a result of any breach referred to at **clause 16.1(b)(iv)** together with any interest payable on such sums will be a debt due to the Lessor and payable to the Lessor by the Lessee on demand.

## 17. Statutory obligations and notices

### 17.1 Comply with Statutes

The Lessee must:

- (a) comply promptly with all statutes and local laws from time to time in force relating to the Premises, including without limitation all relevant laws relating to occupational health and safety and the health and safety of all persons entering upon the Premises;;
- (b) apply for, obtain and maintain in force all consents, approvals, authorities, licences and permits required under any statute for the use of the Premises specified at **clause 12**;
- (c) ensure that all obligations in regard to payment for copyright or licensing fees are paid to the appropriate person for all performances, exhibitions or displays held on the Premises; and
- (d) comply promptly with all orders, notices, requisitions or directions of any competent authority relating to the Premises or to the business the Lessee carries on at the Premises.

### 17.2 Indemnity if Lessee Fails to Comply

The Lessee indemnifies the Lessor and the Minister for Lands against:

- (a) failing to perform, discharge or execute any of the items referred to in **clause 17.1**; and
- (b) any claims, demands, costs or other payments of or incidental to any of the items referred to in **clause 17.1**.

## 18. Report to Lessor

The Lessee must immediately report to the Lessor:

- (a) any act of vandalism or any incident which occurs on or near the Premises which involves or is likely to involve a breach of the peace or become the subject of a report or complaint to the police and of which the Lessee becomes aware;

- (b) any occurrence or circumstances in or near the Premises of which it becomes aware, which might reasonably be expected to cause, in or on the Premises, pollution of the environment; and
- (c) all notices, orders and summonses received by the Lessee and which affect the Premises and immediately deliver them to the Lessor.

## 19. Termination and Default

### 19.1 Events of Default

A default occurs if:

- (a) the Lessee is in breach of any of the Lessee's Covenants for 28 days after a Notice has been given to the Lessee to rectify the breach or to pay compensation in money;
- (b) the association is wound up whether voluntarily or otherwise;
- (c) the Lessee passes a special resolution under the *Associations Incorporation Act 1997* altering its rules of association in a way that makes its objects or purposes inconsistent with the use permitted by this Lease;
- (d) a mortgagee takes possession of the property of the Lessee under this Lease;
- (e) any execution or similar process is made against the Premises on the Lessee's property;
- (f) the Premises are vacated, or otherwise not used, in the Lessor's reasonable opinion, for the Permitted Purpose for six month period; or
- (g) a person other than the Lessee or a permitted sublessee or assignee is in occupation or possession of the Premises or in receipt of a rent and profits.

### 19.2 Forfeiture

On the occurrence of any of the events of default specified in **clause 19.1** the Lessor may:

- (a) without notice or demand at any time enter the Premises and on re-entry the Term will immediately determine;
- (b) by notice to the Lessee determine this Lease and from the date of giving such notice this Lease will be absolutely determined; and
- (c) by notice to the Lessee elect to convert the unexpired portion of the Term into a tenancy from month to month when this Lease will be determined as from the giving of the notice and until the tenancy is determined the Lessee will hold the Premises from the Lessor as a tenant from month to month under **clause 20**,

but without affecting the right of action or other remedy which the Lessor has in respect of any other breach by the Lessee of the Lessee's Covenants or releasing the Lessee from liability in respect of the Lessee's Covenants.

### 19.3 Lessor may remedy breach

If the Lessee:

- (a) fails or neglects to pay the Amounts Payable by the Lessee under this Lease; or
- (b) does or fails to do anything which constitutes a breach of the Lessee's Covenants,

then, after the Lessor has given to the Lessee notice of the breach and the Lessee has failed to rectify the breach within a reasonable time, the Lessor may without affecting any right, remedy or power arising from that default pay the money due or do or cease the doing of the breach as if it were the Lessee and the Lessee must pay to the Lessor on demand the Lessor's cost and expenses of remedying each breach or default.

#### **19.4 Acceptance of Amount Payable By Lessor**

Demand for or acceptance of the Amounts Payable by the Lessor after an event of default has occurred will not affect the exercise by the Lessor of the rights and powers conferred on the Lessor by the terms of the Lease or at law and will not operate as an election by the Lessor to exercise or not to exercise any right or power.

#### **19.5 Essential Terms**

Each of the Lessee's Covenants in **clauses 6** (Rent and Other Payments), **8** (Insurance), **9** (Indemnity), **11** (Maintenance, Repair and Cleaning), **12** (Use), **24** (Assignment, Subletting and Charging) and **30** (Goods and Services Tax), is an essential term of this Lease but this clause **19.5** does not mean or imply that there are no other essential terms in this Lease.

#### **19.6 Breach of Essential Terms**

If the Lessee breaches an essential term of this Lease then, in addition to any other remedy or entitlement of the Lessor:

- (a) the Lessee must compensate the Lessor for the loss or damage suffered by reason of the breach of that essential term;
- (b) the Lessor will be entitled to recover damages against the Lessee in respect of the breach of an essential term; and
- (c) the Lessee covenants with the Lessor that if the Term is determined:
  - (i) for breach of an essential term or the acceptance by the Lessor of a repudiation of this Lease by the Lessee; or
  - (ii) following the failure by the Lessee to comply with any notice given to the Lessee to remedy any default,

the Lessee must pay to the Lessor on demand the total of the Amounts Payable under this Lease which would have been payable by the Lessee for the unexpired balance of the Term as if the Term had expired by effluxion of time together with the losses incurred or reasonably expected to be incurred by the Lessor as a result of the early determination including but not limited to the costs of re-letting or attempting to re-let the Premises;

- (d) the Lessee agrees that the covenant set out in this **clause 19.6(c)** will survive termination or any deemed surrender at law of the estate granted by this Lease;
- (e) the Lessee may deduct from the amounts referred to at **clause 19.6(c)** the Rent and other money which the Lessor reasonably expects to obtain by re-letting the Premises between the date of Termination and the date on which the Term would have expired by effluxion of time; and
- (f) the Lessor must take reasonable steps to mitigate its losses and endeavour to re-let the Premises at a reasonable rent and on reasonable terms but the Lessor is not required to offer or accept rent or terms which are the same or similar to the rent or terms contained or implied in this Lease.



## 20. Damage or destruction of Premises

### 20.1 Abatement of Rent

If the Premises are at any time during the Term, without neglect or default of the Lessee, destroyed or damaged by fire or other risk covered by insurance so as to render the same unfit for the occupation and use of the Lessee, then the Rent or a proportionate part thereof (according to the nature and extent of the damage) shall abate until the Premises have been rebuilt or made fit for the occupation and use of the Lessee.

### 20.2 Dispute as to Abatement of Rent

Any dispute arising in relation to the abatement of rent pursuant to **clause 20.1** shall be referred to arbitration under the provisions of the *Commercial Arbitration Act 2012* and the full Rent must be paid without any deduction or abatement until the date of the arbitrator's award whereupon the Lessor will refund to the Lessee any Rent which according to the award appears to have been overpaid.

### 20.3 Total Damage or Destruction

If the premises are at any time during the Term destroyed or damaged to an extent as to be wholly unfit for the occupation and use of the Lessee, either party may by notice in writing delivered to the other party within sixty (60) days of such occurrence, elect to cancel and terminate this Lease. The Term will terminate upon such notice being given and the Lessee must vacate the Premises and surrender the same to the Lessor, but such termination will be without prejudice to the Lessor's rights in respect of any antecedent breach of this Lease.

## 21. Holding over

If the Lessee remains in possession of the Premises after the expiry of the Term with the consent of the Lessor, the Lessee will be a monthly tenant of the Lessor at a rent equivalent to one twelfth of the Rent for the period immediately preceding expiry of the Term and otherwise on the same terms and conditions of this Lease provided that all consents required under this Lease or at law have been obtained to the Lessee being in possession of the Premises as a monthly tenant.

## 22. Obligations on Termination

### 22.1 Restore premises

Prior to Termination, the Lessee at the Lessee's expense must restore the Premises to a condition consistent with the observance and performance by the Lessee of the Lessee's Covenants under this Lease fair wear and tear excepted.

### 22.2 Peacefully surrender

On Termination the Lessee must:

- (a) peacefully surrender and yield up to the Lessor the Premises in a condition consistent with the observance and performance of the Lessee's Covenants under this Lease; and
- (b) surrender to the Lessor all keys and security access devices and combination for locks providing an access to or within the Premises held by the Lessee whether or not provided by the Lessor.



### **22.3 Remove property prior to termination**

Prior to Termination, unless otherwise mutually agreed between the parties, the Lessee must remove from the Premises all of the Lessee's Property and promptly make good, to the satisfaction of the Lessor, any damage caused by the removal.

### **22.4 Lessor can remove Lessee's property on re-entry**

If the Lessee fails to remove any such fixtures or fittings and any other chattels, stock or goods belonging to the Lessee in accordance with **clause 22.3** within fourteen (14) days from the determination of the Term, the Lessor may at its option:

- (a) cause any such fixtures or fittings to be removed and stored at the cost of the Lessee and any such damage to be made good and any such alterations to be so re-altered and may recover the costs thereof from the Lessee as a liquidated debt payable on demand; or
- (b) elect to treat any such fixtures or fittings and any other chattels, stock or goods of the Lessee to be deemed abandoned by the Lessee and such property shall then be and become the property of the Lessor absolutely.

### **22.5 Obligations to Continue**

The Lessee's obligations under this clause will survive termination.

## **23. Casual Hire of Premises**

### **23.1 Casual Hire**

- (1) The Lessee may hire out the Premises or any part thereof on a casual basis only provided:
  - (a) such use is consistent at all times with the Permitted Purpose;
  - (b) the Lessee ensures any hirer complies strictly with the relevant terms of this Lease; and
  - (c) the Lessee obtains the prior written consent for any hire arrangements, which consent may be withheld by the Lessor in its absolute discretion. Consent shall not be required for casual hire where it relates to an event which is not more than 24 hours in duration provided that the event:
    - (i) does not adversely impact neighbouring properties;
    - (ii) does not adversely impact traffic within the immediate vicinity of the Premises;
    - (iii) does not adversely impact parking within the immediate vicinity of the Premises; and
    - (iv) does not exceed more than 100 patrons in attendance;
    - (v) is contained within the Premises area; and
    - (vi) complies with statutory requirements;

and the Lessee provides prior written notice to the Lessor of the 24-hour casual hire event. The Lessor retains its authority to provide and the Lessee agrees to comply with any reasonable direction, including a direction to stop or vacate the casual hire at any time where it causes nuisance or adversely impacts on neighbouring properties.

- (2) For the purposes of this Lease, “casual hire” means any hire of the Premises by the Lessee to a third party for a period of no more than 48 hours in any calendar month and does not include any formal transfer, assignment or sublease of the Premises.

### **23.2 Lessee remains responsible for Premises at all times**

The Lessee ACKNOWLEDGES that at all times, including when the Premises are hired to a third party, it remains responsible for the Premises, including without limitation any damage that may be caused or occurs during any hire period.

## **24. Assignment, Subletting and Charging**

### **24.1 No assignment or sub-letting without consent**

The Lessee must not assign the leasehold estate in the Premises nor Sub-let, part with possession, or dispose of the Premises or any part of the Premises without the prior written consent of the Lessor and any other persons whose consent is required under the terms of this Lease or at law.

### **24.2 Lessor’s Consent to Assignment and Sub-letting**

Provided all parties whose consent is required, under this Lease or at law, to an assignment or Sub-letting, give their consent and any assignment or sublease is for a purpose consistent with the use of the Premises permitted by this Lease then the Lessor may not unreasonably withhold its consent to the assignment or Sub-letting of the leasehold estate created by this Lease if:

- (a) the proposed assignee or sublessee is a respectable and responsible person of good financial standing capable of continuing the permitted use for non-profit making community purposes;
- (b) all Amounts Payable due and payable have been paid and there is no existing unremedied breach, whether notified to the Lessee or not, of any of the Lessee’s Covenants;
- (c) the Lessee procures the execution by:
  - (i) the proposed assignee of a deed of assignment; or
  - (ii) the proposed sublessee of a deed of sublease,to which the Lessor is a party and which deed is prepared and completed by the Lessor’s solicitors; and
- (d) the assignment contains a covenant by the assignee or sublessee with the Lessor to pay all Amounts Payable and to perform and observe all the Lessee’s Covenants.

### **24.3 Consents of Assignee Supplementary**

The covenants and agreements on the part of any assignee will be supplementary to the Lessee’s Covenants and will not release the assigning lessee from the Lessee’s Covenants.

### **24.4 Property Law Act 1969**

Sections 80 and 82 of the *Property Law Act 1969* are excluded.

### **24.5 Costs for assignment and sub-letting**

If the Lessee wishes to assign or sub-let the leasehold estate created by this Lease the Lessee must pay all reasonable professional and other costs, charges and expenses, incurred by the Lessor or other person whose consent is required under this Lease, of and incidental to:

- (a) the enquiries made by or on behalf of the Lessor as to the respectability, responsibility and financial standing of each proposed assignee or sublessee;
  - (b) any consents required under this Lease or at law; and
  - (c) all other matters relating to the proposed assignment or sub-letting,
- whether or not the assignment or Sub-letting proceeds.

#### **24.6 No mortgage or charge**

The Lessee must not mortgage nor charge the Premises without the prior written consent of the Lessor and the Minister for Lands.

### **25. Disputes**

#### **25.1 Referral of Dispute: Phase 1**

Except as otherwise provided any dispute arising out of this Lease is to be referred in the first instance in writing to the Lessor's Representative as nominated in writing by the Lessor from time to time (**the Lessor's Representative**) who shall convene a meeting within 10 days of receipt of such notice from the Lessee or such other period of time as is agreed to by the parties between the Lessor's Representative and an officer of the Lessee for the purpose of resolving the dispute (**the Original Meeting**).

#### **25.2 Referral of Dispute: Phase 2**

In the event the dispute is not resolved in accordance with **clause 25.1** of this Lease then the dispute shall be referred in writing to the CEO of the Lessor who shall convene a meeting within 10 days of the Original Meeting or such other date as is agreed to by the parties between the CEO and the President of the Lessee for the purpose of resolving the dispute.

#### **25.3 Appointment of Arbitrator: Phase 3**

In the event the dispute is not resolved in accordance with **clause 25.2** of this Lease then the dispute shall be determined by a single arbitrator under the provisions of the *Commercial Arbitration Act 1985* (as amended from time to time) and the Lessor and the Lessee may each be represented by a legal practitioner.

#### **25.4 Payment of Amounts Payable to Date of Award**

The Lessee must pay the Amounts Payable without deduction to the date of the award of the Arbitrator or the date of an agreement between the Parties whichever event is the earlier, and if any money paid by the Lessee is not required to be paid within the terms of the award of the Arbitrator or by agreement between the Lessor and the Lessee then the Lessor will refund to the Lessee the monies paid.

### **26. Prior notice of proposal to change rules**

The Lessee agrees that it will not change its rules of association under the *Associations Incorporations Act 1987* without notifying the Lessor of its intention to make such a change prior to consideration of the required special resolution.

### **27. Provision of information**

The Lessee agrees to provide to the Lessor upon request:



- (a) a copy of the Lessee's audited annual statement of accounts for each year;
- (b) advice of any changes in its office holders during the Term; and
- (c) any information reasonably required by the Lessor.

## 28. Right to terminate upon notice

- (1) Notwithstanding any other provision of this Lease, the Parties agree that either party may terminate this Lease for any reason upon two year written notice to the other party.
- (2) If this Lease is terminated in accordance with this clause, **clause 22** will apply.

## 29. No absolute Caveat or Other Interest

### 29.1 No absolute caveat or other interest

The Lessee nor any person on behalf of the Lessee must not lodge at Landgate any absolute caveat or any other interest including any lease, sublease, mortgage, charge over the Land or Premises or part thereof, without the prior written consent of the Lessor and the Minister for Lands.

### 29.2 Registration of Lease

This Lease is to be registered on the title to the Land at the Lessee's cost. The Lessor must do everything required of the Lessor to enable this Lease to be registered as soon as reasonably possible after the Commencement Date.

### 29.3 CEO & Lessor as attorney

In consideration of the Lessor having granted this Lease to the Lessee, the Lessee irrevocably appoints the Lessor and the CEO of the Lessor jointly and severally:

- (a) for the Term of this Lease;
- (b) for any holding over under this Lease; and
- (c) for a period of 6 months after Termination,

to be the agent and attorney of the Lessee in its name and on its behalf to sign and lodge at Landgate:

- (d) a withdrawal of any absolute caveat lodged by or on behalf of the Lessee;
- (e) a withdrawal of any caveat lodged by or on behalf of the Lessee and not withdrawn on Termination; and
- (f) a surrender of the estate granted by this Lease,

and the costs of withdrawing any caveat or surrendering this Lease (including the Lessor's solicitor's costs and registration fees) will be borne by the Lessee.

### 29.4 Ratification

The Lessee undertakes to ratify all the acts performed by or caused to be performed by the Lessor, its agent or attorney under this clause.



## 29.5 Indemnity

The Lessee indemnifies the Lessor against:

- (a) any loss arising directly from any act done under this clause, and
- (b) all costs and expenses incurred in connection with the performance of any act by the attorney on behalf of the Lessee under this clause.

## 30. Goods and services tax

### 30.1 Definitions

The following definitions apply for the purpose of this clause:

- (a) **Act** means the Commonwealth's *A New Tax System (Goods and Services Tax) Act 1999* and associated Acts and subsidiary legislation;
- (b) **Consideration** means the Amounts Payable or any other money payable to the Lessor under this Lease, but does not include the amount of the GST which may apply to the Amounts Payable or other money payable under the Act;
- (c) **GST** means a tax under the Act levied on a Supply including but not limited to the Amounts Payable or other money payable to the Lessor for goods or services or property or any other thing under this Lease; and
- (d) **Supply** means a good or service or any other thing supplied by the Lessor under this Lease and includes but is not limited to a grant of a right to possession of the Premises.

### 30.2 Lessee to pay GST

- (1) The Consideration will be increased by the amount of the GST, if any, which the Lessor is required under the Act to pay on any Supply made under this Lease.
- (2) The Lessee must pay any increase referred to at **clause 30.2(1)** whether it is the Lessee or any other person who takes the benefit of any Supply.
- (3) The Lessee must pay the amount of the GST to the Lessor at the same time and in the same manner as the Lessee is required to pay the Consideration under this Lease.

### 30.3 Consideration in Kind

If consideration in kind is accepted by the Lessor for any Supply made under this Lease, the GST amount payable to the Lessor under **clause 30.2(2)** in respect of the consideration in kind will be calculated by using the prevailing market value of the consideration in kind as determined by the Lessor.

### 30.4 No Contribution from Lessor

If the Lessee is required under this Lease to make any payment of money or give other consideration to a third party for outgoings, goods, services and benefits of any kind, the Lessee is not entitled to any contribution from the Lessor for any GST payable by it to any person.

### 30.5 Statement of GST paid is Conclusive

A written statement given to the Lessee by the Lessor of the amount of the GST that the Lessor pays or is liable to pay or account for is conclusive as between the Parties except in the case of an obvious error.

## **30.6 Tax Invoices**

For each payment by the Lessee under this clause the Lessor agrees to promptly deliver to the Lessee, as required under the Act, tax invoices and adjustment notes in a form which complies with the Act, so as to enable the Lessee to claim input tax credits or decreasing adjustments for Supplies.

## **30.7 Reciprocity**

If the Lessee furnishes any Supplies to the Lessor under this Lease, then the requirements set out in this clause with respect to the Lessee will apply to the Lessor with the necessary changes.

## **31. No Fetter**

Notwithstanding any other provision of this Lease, the Parties acknowledge that the Lessor is a local government established by the *Local Government Act 1995*, and in that capacity, the Lessor may be obliged to determine applications for consents, approvals, authorities, licences and permits having regard to any Written Law governing such applications including matters required to be taken into consideration and formal processes to be undertaken, and the Lessor shall not be taken to be in default under this Lease by performing its statutory obligations or exercising its statutory discretions, nor shall any provision of this Lease fetter the Lessor in performing its statutory obligations or exercising any discretion.

## **32. Commercial Tenancy Act**

If at any time and for so long as the *Commercial Tenancy (Retail Shops) Agreements Act 1985* applies to this Lease and a provision of that Act conflicts with a provision of this Lease, then each conflicting provision of this Lease is deemed to be amended to the extent necessary to comply with that Act.

## **33. Acts by agents**

All acts and things which the Lessor is required to do under this Lease may be done by the Lessor, the CEO, an officer or the agent, solicitor, contractor or employee of the Lessor.

## **34. Statutory powers**

The powers conferred on the Lessor by or under any statutes for the time being in force are, except to the extent that they are inconsistent with the terms and provisions expressed in this Lease, in addition to the powers conferred on the Lessor in this Lease.

## **35. Notice**

### **35.1 Form of delivery**

A Notice to a Party must be in writing and may be given or made:

- (a) by delivery to the Party personally; or
- (b) by addressing it to the Party and leaving it at or posting it by registered post to the address of the Party appearing in this Lease or any other address nominated by a Party by Notice to the other.

### **35.2 Service of notice**

A Notice to a Party is deemed to be given or made:

- (a) if by personal delivery, when delivered;
- (b) if by leaving the Notice at an address specified in **clause 35.1(b)**, at the time of leaving the Notice, provided the Notice is left during normal business hours; and
- (c) if by post to an address specified in **clause 35.1(b)**, on the seventh business day following the date of posting of the Notice.

### **35.3 Signing of notice**

A Notice to a Party may be signed:

- (a) if given by an individual, by the person giving the Notice;
- (b) if given by a corporation, by a director, secretary or manager of that corporation;
- (c) if given by a local government, by the CEO;
- (d) if given by an association incorporated under the *Associations Incorporation Act 1987*, by any person authorised to do so by the board or committee of management of the association; or
- (e) by a solicitor or other agent of the individual, corporation, local government or association giving the Notice.

## **36. Severance**

If any part of this Lease is or becomes void or unenforceable, that part is or will be severed from this Lease to the intent that all parts that are not or do not become void or unenforceable remain in full force and effect and are unaffected by that severance.

## **37. Variation**

This Lease may be varied only by deed executed by the parties subject to such consents as are required by this Lease or at law.

## **38. Moratorium**

The provisions of a statute which would but for this clause extend or postpone the date of payment of money, reduce the rate of interest or abrogate, nullify, postpone or otherwise affect the terms of this Lease do not, to the fullest extent permitted by law, apply to limit the terms of this Lease.

## **39. Further assurance**

The Parties must execute and do all acts and things necessary or desirable to implement and give full effect to the terms of this Lease.

## **40. Payment of money**

Any Amounts Payable to the Lessor under this Lease must be paid to the Lessor at the address of the Lessor referred to in the Lease or as otherwise directed by the Lessor by Notice from time to time.

## 41. Waiver

### 41.1 No general waiver

Failure to exercise or delay in exercising any right, power or privilege in this Lease by a Party does not operate as a waiver of that right, power or privilege.

### 41.2 Partial exercise of right power or privilege

A single or partial exercise of any right, power or privilege does not preclude any other or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.

## 42. Additional Terms Covenants and Conditions

Each of the terms, covenants and conditions (if any) specified in **Item 11** of the Schedule are part of this Lease and are binding on the Lessor and the Lessee as if incorporated into the body of this Lease.

## 43. Governing law

This Lease is governed by and is to be interpreted in accordance with the laws of Western Australia and, where applicable, the laws of the Commonwealth of Australia.



# Schedule

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## Item 1 Land and Premises

### Land

Reserve 30277 more particularly described as Lot 952 on Deposited Plan 39348 being the whole of the land comprised in Certificate of Title Volume LR3128 Folio 653.

### Premises

The portion of the Land depicted as 'School Area' (comprising an area of 6,520sqm) and 'Public Shared Use Area' (comprising an area of 150sqm) on the plan annexed hereto as **Annexure 1**, including all buildings, structures, alterations, additions and improvements on that part of the Land, or erected on that part of the Land during the Term.

## Item 2 Term

21 years commencing on the Commencement Date and expiring on [insert date].

## Item 3 Further Term

Nil.

## Item 4 Commencement Date

The date at which Minister for Lands consent is obtained.

## Item 5 Rent

[Insert rent] per annum plus GST per annum plus GST payable in advance by equal quarterly instalments.

## Item 6 Rent Review

### Market Review

Market reviews are to be undertaken every five years during the Term (including any Further Terms and any period of holding over, if applicable) on the anniversary of the Commencement Date.

### CPI Review

CPI reviews are to be undertaken upon each anniversary of the Commencement Date for each year of the Term (including any Further Terms and any period of holding over, if applicable), except for years for which a market review is required pursuant to the provisions of this clause.

## Item 7 Permitted purpose

School/Educational facility for children, occasional community events and uses reasonably ancillary thereto.

## Item 8 Public liability insurance

Twenty million dollars (\$20,000,000.00).

## Item 9 Repainting Dates

At the expiration of the Term of this Lease.

## Item 10 Heritage Requirements

Any works undertaken on the Land must be consistent with the adopted Denmark Heritage Railway Station Precinct Concept Plan and be sympathetic to the heritage of the precinct. Any works or modifications to the Historical Relics at the site must be undertaken in liaison with the Denmark Historical Society and the Lessor.

## Item 11 Additional terms and covenants

### 11.1 Public Shared Use Area

- (1) The Lessee must during the Term and for so long as the Lessee remains in possession or occupation of the Premises:
  - (a) at its cost, maintain, replace, repair, clean and keep the Shared Use Public Area or any appurtenance or equipment of facility therein in Good Repair to the satisfaction of the Lessor;
  - (b) at all times comply with any heritage requirements and all conditions that may be imposed by the Lessor from time to time in relation to the Lessee's maintenance of the Shared Use Public Area; and
  - (c) at its cost, erect clear signage on Public Shared Use Area and the Old Post Office stating that those areas are for public access.
- (2) The Lessee shall not erect any fence upon or along the boundary of the Public Shared Use Area and shall ensure that the Public Shared Use Area and the Historical Relics therein are at all times remains open and freely accessible for use by the public.

### 11.2 Funding of Works and Improvements

- (1) The Lessee and the Lessor agree that:
  - (a) the Lessee will fund the agreed costs of construction/installation of the proposed nature play areas on the Land, interpretive signage and refurbishment of the Historical Turntable and the Ash Pit in the Public Shared Use Area (**Works**);
  - (b) the Lessee will submit detailed plans and specifications for the Works including costs and an implementation timeline to the Lessor by no later than **[insert date]** for the Lessor's approval (**Plans**);
  - (c) the Lessor may require, at its full discretion, the Plans to be re-submitted with amendments prior to the issue of a written approval to commence the Works (**Approval**);
  - (d) the Works shall be carried out in accordance with the plans and specification approved by the Lessor and shall be completed to the Lessor's satisfaction in consultation with the Denmark Historical Society to ensure that the Works will retain and enhance the integrity of the Historical Relics; and

- (e) the Works must be completed within two years from the issue of the Approval, unless otherwise agreed to between the parties.

### 11.3 Shed

(1) The Lessee agrees with the Lessor:

- (a) that the shed situated on the Premises adjacent to the Station Masters House (**Shed**) shall, at all times during the Term, remain accessible to, and for the sole use by the Lessor, or other persons authorised by the Lessor to use the Shed;
- (b) to relocate the Shed within 12 months from the Commencement Date, at its full cost, to a location approved by the Lessor and that location shall be:
  - (i) within the Reserve; and
  - (ii) consistent with the Denmark Heritage Railway Station Precinct Concept Plan.

# Signing page

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EXECUTED

2023

**THE COMMON SEAL** of **SHIRE OF DENMARK** was hereunto affixed in the presence of:

\_\_\_\_\_  
President

\_\_\_\_\_  
(Print Full Name)

\_\_\_\_\_  
Chief Executive Officer

\_\_\_\_\_  
(Print Full Name)

**THE COMMON SEAL** of **Spirit Of Play Community School T/As Kwoorabup Nature School** was hereunto affixed pursuant to the constitution of the Lessee in the presence of each of the undersigned each of whom hereby declares by the execution of this document that he or she holds the office in the Lessee indicated under his or her name-

\_\_\_\_\_  
Office Holder Sign

\_\_\_\_\_  
Office Holder Sign

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Address:

\_\_\_\_\_  
Address:

\_\_\_\_\_  
Office Held:

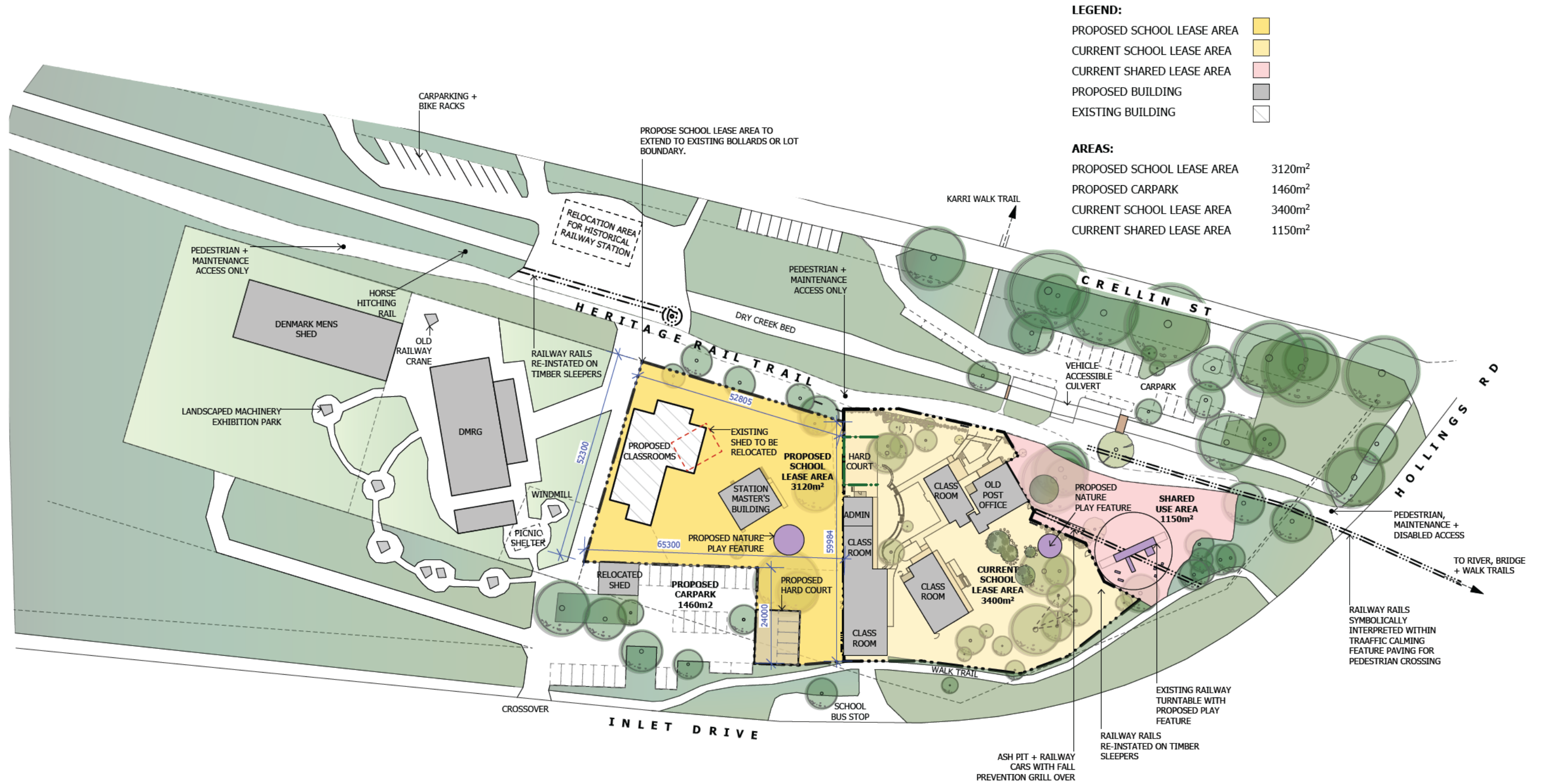
\_\_\_\_\_  
Office Held:



# Annexure 1 – Sketch of Premises

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DRAFT



## PRECINCT PLAN

Scale: 1:1000

### NOTES:

- PROPOSED SCHOOL LEASE AREA + CARPARK AT CONCEPT STAGE. SITE HAS NOT BEEN SURVEYED BY A LICENCED SURVEYOR. ALL DIMENSIONS, PROPOSED STRUCTURES + LANDSCAPING TO BE CONFIRMED.
- KWOORABUP NATURE SCHOOL'S VISION, DEVELOPMENT + USE OF THE SITE IS IN KEEPING WITH THE SHIRE APPROVED PRECINCT CONCEPT.

## Annexure 2 – Lessor’s Fixtures and Fittings

Lessor’s Fixtures and Fittings means all fixtures, fittings and equipment installed in or provided to the Premises by the Lessor at the Commencement Date or at any time during the Term, including but not limited to those items listed below:

- Old Post Office building
- Historical Turntable
- Ash Pit
- Station Masters House
- Shed

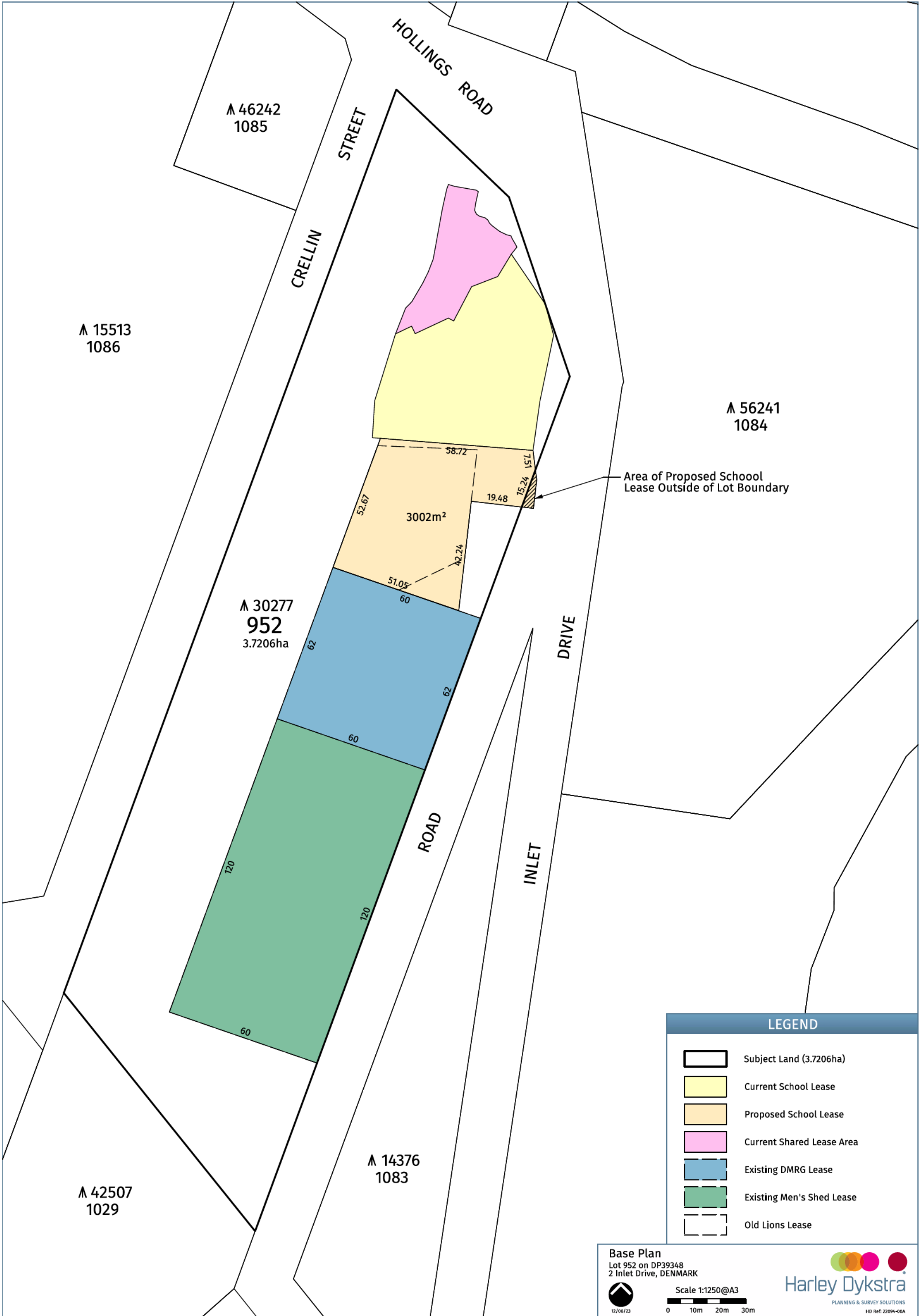
DRAFT

# Annexure 3 – Consent

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DRAFT





▲ 15513  
1086

▲ 46242  
1085

▲ 56241  
1084

▲ 30277  
**952**  
3.7206ha

▲ 14376  
1083

▲ 42507  
1029

CRELLIN  
STREET

HOLLINGS  
ROAD

DRIVE




INLET

ROAD

Area of Proposed School  
Lease Outside of Lot Boundary

3002m<sup>2</sup>

**LEGEND**

-  Subject Land (3.7206ha)
-  Current School Lease
-  Proposed School Lease
-  Current Shared Lease Area
-  Existing DMRG Lease
-  Existing Men's Shed Lease
-  Old Lions Lease

Base Plan  
Lot 952 on DP39348  
2 Inlet Drive, DENMARK



Scale 1:1250@A3  
0 10m 20m 30m

**From:** [Spirit of Play School Council](#)  
**To:** [Claire Thompson](#)  
**Cc:** [Joanna Griffith](#); [Zoe Car](#)  
**Subject:** ICR23685803 - Kwoorabup nature school draft lease  
**Date:** Friday, 16 June 2023 2:23:20 PM

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Hi Claire,

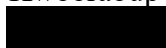
Thanks for the chat just now. As discussed, management and the expansion subcommittee of Council at KNS have carefully considered the draft lease and think that overall the provisions are fair and reasonable. However, we are keen to perform works on the heritage assets that are integrated with the revised precinct concept plan and hopefully the development of a heritage trail on the site. This will involve an extended process of public consultation followed by applications for grant funding from a range of sources (for example Lotterywest, Heritage Council, Foundation for Rural and Regional Renewal, etc), likely involving extended timeframes.

We are keen to commence work on the heritage assets, and have already reached out to Ashleigh Murch to get a sense of the Denmark Historical Society's expectations for refurbishment and interpretation. Having done so, we feel that rather than rushing to undertake the minimum of conservation and interpretation work within a two-year timeframe, the community would be better served by integrating these works with a broader (and longer) process of consultation and renewal involving the reserve more broadly. We suggest that five years would be a reasonable expectation for this work, with the proviso that there be no penalty for delays beyond our control if we can demonstrate significant progress toward completion.

Thanks again for all of your work on this matter and please do let me know if I can provide any further information.

Warm regards,

Andrea  
Chair  
Kwoorabup Nature School Council



**From:** [Shire of Denmark - Enquiries](#)  
**To:** [Claire Thompson](#)  
**Subject:** FW: Kwoorabup Nature School  
**Date:** Friday, 23 June 2023 5:02:20 PM

---

Kind regards,

[REDACTED]

Records Officer

Shire of Denmark, PO Box 183, Denmark WA 6333

P 9848 0350

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Disclaimer:

This email and any attachments are proprietary, may be confidential and intended solely for the use of the individual to whom the email is addressed. Any views or opinions are those of the author and do not necessarily reflect or represent those of the Shire of Denmark. If you have received this email in error, please let the sender know immediately and delete it from your system. Personal information contained in communications with us is subject to our Privacy Policy.

-----Original Message-----

From: [REDACTED]  
Sent: Friday, 23 June 2023 2:27 PM  
To: Shire of Denmark - Enquiries <[enquiries@denmark.wa.gov.au](mailto:enquiries@denmark.wa.gov.au)>  
Subject: Kwoorabup Nature School

I would like to give some feedback about the proposed lease for the KNS I have no objection to KNS pursuing nature based education but the decision to grant a 21 year lease to operate on this block is just wrong This block has historic sites and value and is not suitable for a school The treatment of the Lions Club during this process is nothing short of disgusting They are a valued service club in the Denmark Shire and have been performing service activities for many years The KNS by their own admission and documentation said they only wanted temporary access to the site We now see that those statements were just plain lies The statement of growing to an enrolment of 160 has no concrete backing and is another lie The plan at the conclusion of the draft lease creates more questions than it answers It in parts does not distinguish between proposed and existing components For instance is the bus pickup/drop off bay proposed or existing In over 40 years involved with schools and building schools we were never allowed to operate schools by the local govt without a proper bus stop !

KNS does not have one

The plan also does not show area required as a lay down zone during construction....this would seriously impact DMRG and their activities What about the memorial trees planted by the DMRG for deceased members ?

For councillors to go against the recommendation of its officers and the wishes of a large proportion of ratepayers is incredulous [REDACTED] Sent from my iPhone

**From:** [David Schober](#)  
**To:** [Claire Thompson](#); [David King](#)  
**Subject:** ICR23283262 - FW: Lease - Kwoorabup Nature School  
**Date:** Tuesday, 14 February 2023 4:34:07 PM

---

Copying you both in.

Claire, I have not sent to Records.

Thanks

---

**From:** [REDACTED]  
**Sent:** Tuesday, 14 February 2023 2:04 PM  
**To:** Councillor Ceinwen Gearon <cr.gearon@denmark.wa.gov.au>; Councillor Kingsley Gibson <Cr.Gibson@denmark.wa.gov.au>; Councillor Clare Campbell <cr.campbell@denmark.wa.gov.au>; Councillor Donna Carman <cr.carman@denmark.wa.gov.au>; Councillor Jan Lewis <cr.lewis@denmark.wa.gov.au>; Councillor Janine Phillips <CR.Phillips@denmark.wa.gov.au>  
**Cc:** David Schober <David.Schober@denmark.wa.gov.au>  
**Subject:** Lease - Kwoorabup Nature School

Dear Councillors

I write in response to media focus on what I believe is a request before Council (or its officers) to expand the area under lease currently provided to Kwoorabup Nature School.

I am a resident and ratepayer in Denmark, and am not affiliated with either the Lions Club (although I value what they do) or the Kwoorabup Nature School (although I hear good things about it). I work as a community and economic development practitioner.

I believe this is the first time I have ever written to the Council on a matter of concern.

My concern with what I understand of this matter relates entirely to the question of equity.

Media reporting appears to have pitched the 'worthiness' of one party against another, however I believe this misses the key issue at hand. It is my firm belief that the decision model that Council employs to determine this issue, *should apply no weight whatsoever* to the merit of each of the parties. To me that is asking and addressing the wrong question.

The property in question is public land and established as a heritage park for public benefit. The key question, in my view, is whether leasing public land to a commercial venture – effectively 'privatising' it, is in the best interest of the entire community.

If the Council determines that there is no loss of benefit to the public by leasing the park to a commercial venture (also accounting for the impact of the change on other groups already using the space) then the *secondary question* then relates to the merits of providing the lease to the enterprise, as compared to the benefits of leasing the same building to other commercial enterprises (such as family daycare).

That is, the lease to the enterprise should be considered only once the question of 'privatisation of public assets' has been considered, and then it should be a fair consideration in light of alternatives.

In letters to the press the enterprise has articulated arguments based upon the length of time it has been at the existing site and the investment it has already made there, together with the opportunity for economic development it provides through attracting new students. To me these arguments highlight the impact of the decision that Council is being asked to make today. The decision that Council has to make is likely to have impacts for Councillors in many years, in the same way that you are being asked to allow expansion on public land because Councillors 20 years ago provided the initial lease. Please consider carefully!

The press has quoted the enterprise as noting that the current lease is on commercial terms and that the enterprise has sought to relocate to other sites on a number of occasions but hasn't been able to achieve this. Representatives of the enterprise have noted the economic development impact it believes it is making. Perhaps a better outcome could be achieved for the whole community if efforts were spent assisting the enterprise to find a suitable permanent site, perhaps utilising the economic development incentives that are available to commercial enterprises such as REDS if that argument



is supported by evidence? I note that there is land for sale just down the road, of significant size, and no doubt there are others.

As an equity matter, I also have concerns that allowing the further expansion onto public land could inadvertently result in the Council providing a 'subsidy' to the financial viability of one school compared to another (i.e. inadvertently playing favourites). I reiterate again that I hear only good things about the school and my comments should in no way be interpreted as a criticism of the school itself. However, I note that Council has only recently resolved to assist the Steiner school with its expansion efforts – another non-public school in Denmark. In this case, the school is purchasing public land and is required to do so at full commercial rates. I have no knowledge of these transactions other than what has been reported in the media, but I'm concerned as to the apparent unequal treatment.

In summary, I urge you to not be distracted by your desire to support education in Denmark. That is not the question at hand.

The question at hand is really whether public land ought to be leased to private enterprise, at the expense of public access.

It is my personal view that it would be a long term, irreversible mistake to allow further inroads into the site by the enterprise. This would have the long-term impact of privatising the site, and adds a layer of judgement around the worthiness of one applicant over another from a social perspective (older people vs children) that I don't believe the Council is qualified to make on residents behalf. It would also preference one private school over another.

I encourage the Council to instead treat public land as a rare and valuable asset for the benefit of all.

All our schools add value and we are lucky that we have such a choice. I encourage the Council to direct some resources to providing support to the school to work through planning issues for alternative permanent sites that the school could purchase.

Kind regards,

[Redacted signature block]

Denmark Primary School Board  
Mitchell Street  
Denmark WA 6333

23 February 2023

The Councillors  
Shire of Denmark  
Denmark WA 6333

Dear Denmark Shire Councillors

**Re: Proposed expansion of Kwoorabup Nature School**

I write on behalf of the Denmark Primary School Board in relation to the proposed extension of Kwoorabup Nature School.

It has come to the Board's attention that one of the reasons that may have been presented for the proposed Kwoorabup Nature School extension is that there is limited primary education capacity in Denmark. We, the Denmark Primary School Board, wish to ensure the Councillors have correct and accurate information.

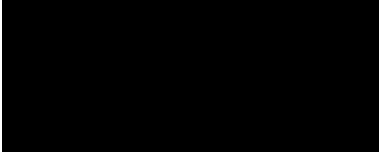
When considering this proposal, we think it necessary that the Councillors are aware of the following:

- Denmark Primary school has the capacity for more enrolments.
- In 2023 we are enjoying smaller class sizes, and have the following availability before requiring additional resourcing:
  - Kindy and Pre-primary - 10 places
  - Years 1 to 3 - 25 places
  - Years 4 to 6 - 53 places
- Denmark Primary School offers a free, high-quality education which is open to all children in our community
- As the school site historically was a district high school, there are currently themed rooms which can be used as additional classrooms when required.
- Denmark Primary is on a 6-hectare site which has large play areas, including three separate ovals, play areas and play equipment suitable to each year group, a nature playground, a "loose parts" play set up and equipment, and a significant area of native bushlands. A portion of the Kindy/Pre-primary play area protrudes into the bush area so our younger students can enjoy nature play in genuine Australian bushlands, in a safe environment
- Denmark Primary uses evidence-based programs for optimum student learning and wellbeing. In particular, the school uses a play based intentional teaching approach in kindy and pre-primary
- Denmark Primary has a team of highly qualified and experienced teachers along with a complement of skilled Education Assistants
- Students in Years 1 to 6 enjoy specialist teaching in Science, Music, Art and Sport in purpose-built classrooms/areas. We also have a well-resourced Library.

Kwoorabup Nature School is a private enterprise seeking assistance from local government. If the Shire approve the Kwoorabup Nature School expansion this may have a negative impact on the Denmark Primary School roll. If this is the case, this will mean reduced resourcing will be provided by the WA Education Department, which will impact the educational programs and opportunities that can be offered free, at the point of need, to all Denmark's children.

Please feel free to contact me if you would like further information or clarification.

Yours sincerely



Kelly Howard  
Denmark Primary School Board Chair

**From:** [Claire Thompson](#)  
**To:** [Shire of Denmark - Enquiries](#)  
**Subject:** ICR23383619 - FW: Kwoorabup Nature School  
**Date:** Tuesday, 7 March 2023 11:10:37 AM

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For inward correspondence. Thanks.

---

**From:** [REDACTED]  
**Sent:** Tuesday, March 7, 2023 8:08 AM  
**To:** Claire Thompson <claire.thompson@denmark.wa.gov.au>  
**Subject:** Kwoorabup Nature School

Dear Council

I am opposed to this development to the Historic Precinct.

I am unable to determine who runs this school or who owns it. Therefore there appears to be a lack of accountability. It also appears that council made a decision some time ago that this school is a temporary arrangement.

It is in a low lying area with no sewerage facilities.

I strongly urge council to not allow a private enterprise to take control of this much loved historic area to the detriment of the residents and visitors.

Regards

[REDACTED]  
[REDACTED]



██████████  
██████████  
Denmark WA 6333

5/3/2023

CEO, David King, and Shire Councillors  
Shire of Denmark

**SUBMISSION OPPOSING THE EXPANSION OF THE KWOORABUP NATURE SCHOOL.**

Dear David & Councillors

The Kwoorabup Nature School (KNS), which is a private business, has requested a large extension to their current lease within the Denmark Historical Railway Precinct (DHRP) to significantly expand the school. If granted, this would cancel the current Lion's lease.

We strongly oppose this proposal for the reasons listed below.

1. The Denmark Historical Railway Precinct (DHRP) is arguably the most historical site in Denmark. It has been recognised and classified as such by the Shire. It is public land that should not be used by a private business.
2. The old Post Office and the Station Masters House are important historical buildings that must be preserved and open to the public.
3. The railway turntable is an unusual and rare historical piece of machinery that should be restored for public display as a part of the DHRP.
4. The Denmark Men's Shed, Denmark Machinery Restoration Group, and the Lions are all community organisations located within the DHRP. The DMRG operates the "Trackside Museum" and has installed railway track. It is understood that the three organisations have a common interest in developing the precinct to promote its railway heritage as a tourism attraction.
5. The KNS was granted a temporary lease in 2014 to allow them to operate as a small startup school until they and the Shire could identify a suitable permanent location for them.
6. The KNS has since then expanded the school with little obvious attempt to move to such a new location. The Shire has failed to act on this. The Steiner School is an example of what the KNS should be doing – building a new school on privately purchased land in a suitable location.
7. Granting of an expanded lease to the KNS would compound the failings of the Shire and permanently cripple the DHRP.
8. The proposed cancelling of the Lion's lease is unacceptable. The Lions have done, and still do, tremendous work for Denmark and should not be treated in this way.

Yours Sincerely

██████████

**From:** [Claire Thompson](#)  
**To:** [Shire of Denmark - Enquiries](#)  
**Subject:** ICR23383625 - FW: Kwoorabup Nature School  
**Date:** Tuesday, 7 March 2023 4:12:32 PM

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For inward correspondence. Thanks.

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**From:** [REDACTED]  
**Sent:** Tuesday, March 7, 2023 3:48 PM  
**To:** Claire Thompson <claire.thompson@denmark.wa.gov.au>  
**Subject:** Kwoorabup Nature School

Dear Claire,

As an active member of the Denmark Machinery Restoration Group which is also on the heritage rail precinct i am not against any school expansion but not on a heritage site. Especially a private business which has already taken over one heritage building and blocked visitors from any access. As a group we have been in discussions with other groups about restoring the rail turntable & other projects to enhance this area. Esperance has built a pioneer village using old buildings and feel this could be done on this site. If any expansion of the school goes ahead any plans to develop the site would not be possible. I would not like to see the history of Denmark lost.

Regards,

[REDACTED]



ICR23383646	
Denmark	
08 MAR 2023	
GC	✓

The Acting CEO  
 Denmark Shire Council  
 953 South Coast Highway  
 Denmark WA 6333

5<sup>th</sup> March 2023

Dear Mr King,

We wish to register our opposition to the proposal by the Kwoorabup Nature School to take over the Lease of the Lions Lair.

It appears the school board have not taken a long term view in their planning. They are aiming to expand their numbers and the site they are on is not suitable for that. If they go ahead with this current proposal then what next? What other facilities will be taken over by their expansion in the future?

They need to find a far more suitable school site for an expanding school.

Please do not allow any further use or expansion as this site was a supposed to be an Historical Precinct.

Although we do not reside in Denmark, (only about 3 Kms from the boundary to Albany), [redacted] is still a rate payer and was born in the town many years ago and we hold a very strong interest in the history of the town.



Copy to Ms Jane Kelsbie MP



# LIONS DISTRICT 201W2

Postal address: 11 GLEN EAGLES GROVE  
WEST BUSSELTON WA 6280



To Whom May Concern

My name is Ted Watts and I am the current District Governor for 201W2. The Denmark Lions Club fall within my jurisdiction.

I wish to offer my support for the Lions Club of Denmark and the lease over the property that they are currently using and have been for a number of years.

The Denmark Lions Club has been part of the Denmark community for over 50 years. In this time, they have made a substantial contribution to the local community. Just to give you an idea of what has been given back to the Denmark Community. The current members have 169 years of service to your community, with past members bringing this up by another 222 years. If each of these years are added together and those members only served the community for 5 hours per month at a rate of \$40.00 per hour that would account to \$938,400.00, that is nearly a million dollars of assistance that the Lions Club of Denmark have given to your community.

They are big supporters of the Black Dog ride and Black Dog Institute Australia supporting men of all ages around mental health.

Bush Fire relief by offering financial assistance for those who lost their homes. Also, paying for substantial infrastructure for one family so they could remain living on their property.

They sponsor two High School students to go on the Leeuwin each year to enhance their skills. The Leeuwin Adventure Sailing Boat is a well-documented youth development program.

Dementia Support to the local community. They financially assist this group to ensure that they can continue the support that this group offers around early onset Dementia.

A joint project with the Department of Housing to start and for some years, run Lionsville Denmark Units.



Portable Hear Monitor for Denmark Hospital

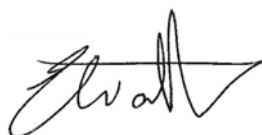
Community Service award at the primary school and high school.

For 20 years the Denmark Lions have had this property on a peppercorn lease, until recently where their lease has become month to month, they have carried out all maintenance of the building and maintained the grounds to a very high standard. Locally I have been told that this property is one of the highest maintained properties in the area. Even the painting of the building, was shared with the shire with Denmark Lions painting the inside, with the Shire painting the outside.

The members of the club are very distressed by this process, and I urge the council to consider in their deliberations that this may just be a building to the Shire Council but it is the Lions of Denmark's it is home.

The Lions Club of Denmark work extremely hard to support their local community. I would love to now see this reciprocated by the Community supporting their local Lions club.

Regards



DG Ted Watts  
201W2 District Governor  
Mob: 0428 581 631  
Emails: DG.W2@lions.org.au  
lion\_ted\_watts@westnet.com.au

Lions Helping the Community, the Community Helping Lions



LEA.41/A3140

ICR23383648	
Shire of Denmark	
08 MAR 2023	
GC	<input checked="" type="checkbox"/>



The Acting CEO, David King  
Shire of Denmark  
South Coast Highway  
DENMARK WA 6333

Dear Mr King,

I am concerned about what is happening at the No. 3 Railway precinct and the expansion of the school in the heritage precinct. Schools should be buying their own land and not relying on council to provide it for them.

My family came to Denmark in 1923 as Group Settlers. This railway line was put in place in 1929 because of Group Settlement and its history needs to be recognised.

I am not critical of the school as such but believe that this site is not appropriate.

To throw the Lions Club out after they offered 2 days a week in their building and that didn't suit the school is awful as in no way does a school do for the community like the Lions Club.

This is a heritage precinct and should be maintained as such which will not happen if the school remains on this site which is their obvious intention.

The Historical Society has access to a model of the station and hundreds of photos of the building of the rail line and Group Settlement which would be a fantastic tourist attraction in the old Post Office.

Yours sincerely,



LEA.41/A3140

ICP23383650
Shire of Denmark
08 MAR 2023
GC ✓



HAY Denmark 6333

7 March 2023

C.E.O.

Shire of Denmark

Dear David

**Re: Lease in violation of LPS - Shire of Denmark - Planned eviction of community groups from Heritage Precinct.**

We currently have a private school operating on a reserve vested as a Historical Precinct for Recreation and Community use. Over the past two decades they have been requested, several times, to find a new location but each time Council has shown leniency and offered extensions while they find another site.

They are now seeking transfer of the lease from a community group which is compliant with the zoning to a private school that is non compliant (from Denmark Lions to Kwoorabup Nature School)

On the last occasion of the school's lease renewal, after a last minute collapse of an opportunity to relocate, the Council were very generous and allowed them a 15 year extension. This was to enable the school to find another site but with no penalty should they vacate the lease early.

They were also allowed to extend their boundary into the adjoining lease held by the Lions Club. As part of this concession, allowing them to build classrooms, they were to provide car parking to replace the area lost.

We now have the situation where after requesting four days a week access to Lions' Lair they were offered two as other community groups used the building. Unhappy with the answer the private school approached the Council and proposed that the lease should be taken from the Lions and given to them.

Why is this necessary? Because the school continues to advertise for enrolments and is taking new admissions. Originally there were only around 30 children until additional buildings were added. They are not content to remain as they are but wish to expand to cater for 160 children.

If the proposal is accepted by Councillors the community will lose out. The Historic Precinct will have the locomotive turntable, Old Post Office and Station Masters house locked up in their lease and occupation. Out of the community's reach.

Over the past decade several community groups have been working toward fulfilling the potential of the Historic Precinct. Further advancement of that dream will be thwarted by the expansion of a private school. With the Denmark Machinery Restoration Group built "Trackside Museum" and return of a section of railway line they and the Denmark Mens Shed wish to enhance the precinct further. To do this would include restoring the turntable<sup>1</sup> to original condition, expand the current



historic photo exhibition<sup>2</sup> on the verandah of the Old Post Office to the interior and add railway memorabilia to the display.

We have also been offered a large scale model of the Denmark Railway Station as it looked circa the mid 1950's.<sup>3</sup> The working model of the station requires some area for installation and it would be housed in the Old Post Office as the centrepiece of the revitalised Historic Precinct.

After the line was closed the state government presented Albany and Denmark Councils with two options. They could a) leave the reserves intact or b) allow the property owners to freehold the sections that passed through their land. Albany decided on option b) while Denmark had the foresight to take option a). They stated it was an opportunity for tourism in the future.

We are in that future: Even left with the schools current lease community groups must bide their time to enhance the precinct. With expansion of the private school to the Lions Club lease will remove the longer term option of developing the historic precinct.

The school will never leave and smaller community groups will suffer in that event. The town will miss out on a better presentation of the town and district history in a precinct set aside for that purpose.

<sup>1</sup> DMRG has found the original curved line for the turntable and has it in storage.

<sup>2</sup> Bert Saw took hundreds of photographs of the district in the first half of the 20th Century. The Denmark Historical Society holds the glass plates and would assist by printing and providing copies of the railway construction of the Denmark stage of the Big Brook to Denmark Railway. The enhanced display would also house photographs of the establishment of the Denmark area's Group Settlement Scheme.

<sup>3</sup> A short video of the Denmark Railway Station model in operation <https://www.youtube.com/watch?v=9mEAXoUUMC0> produced by PR Art Services. Peter Rudendyke made the video and also painted the backdrop for the station model.





Kwoorabup Nature School plan overlaid on an aerial photograph showing the closeness of their planned building to other lease holders. It means the 'village green' space between the "Trackside Museum" and current buildings is significantly reduced. It will also necessitate a new driveway taking up space in that area.



Background is a composite of two photos taken from 120 metres on Sunday 26 Feb 2023  
Blue line overlay is copied from proposal

[REDACTED]  
DENMARK WA 6333

1CR23383659	
Shire of Denmark	
08 MAR 2023	
GC	<input checked="" type="checkbox"/>
	<input type="checkbox"/>
	<input type="checkbox"/>
	<input type="checkbox"/>
	<input type="checkbox"/>

The Acting CEO, David King  
Shire of Denmark  
South Coast Highway  
DENMARK WA 6333

Dear David,

My family came to Denmark around 1908 so have been here for a very long time. I am concerned about what is happening at the No. 3 Railway precinct and the expansion of the school in the heritage precinct.

Denmark doesn't have a lot of historical areas and this one is very important as the Machinery Restoration Group and the Historical Society have been trying to preserve and promote the town's heritage in this area.

This is a heritage precinct not an education precinct. The railway in its time was a lifeline for Denmark and is important to Denmark, history and heritage. It brought families to Denmark and surrounding districts as part of the Group Settlement Scheme. It also brought soldier settlers after the war, to farm in the Shire. It was also important for bringing livestock, livestock feed, building materials, rural supplies and general stores requirements. It transferred timber, livestock, fruit, vegetables, fish and butterfat out of Denmark. It was also a way for local residents to get to and from Albany.

In the school grounds there are two historical items that are the only reminder of the No3 railway precinct.

Item 1. The ash pit used for removing the ash from the steam locomotive boiler.

Item 2. The turntable which was used to change the direction of the locomotive travel and I believe is quite a rare one in Australia.

Both these items can be accessed from the rail trail but are discouraged by the school. People interested in heritage like to wander through these sites at a leisurely pace observing displays and plaques and not be confronted by fences and restricted areas.

The stories going around town, one councillor has a child going to this school and another has grandchildren attending. Let's hear the truth!

Second story is that the CEO of the Shire was asked not to make anything public until everything was finalised. Let's hear the truth!

The Bibbulmun track passes the front door of the old Post Office. Which part of what is the school? This should not be closed off or rerouted.

Expanding to approximately 160 students and only using composting toilets in a sensitive sewerage area Where does the existing composting get disposed of and where will the extra volume of sewerage get disposed of?

There is only 1 Fire Hydrant servicing the area which the DMRG paid for after their floor area exceeded a certain square meterage. The hydrant was fitted to a main with a minimum diameter for a fire hydrant. A main upgrade would be required.

After the parking area was upgraded to accommodate the school, the local Bingo Group stopped using the Lions Lair because it was too difficult for the elderly and disabled to access the Lair because parents/staff parked in the disabled bays.

In summing up the Nature School should do what the Steiner School has done and purchase their own site. The Steiner School are negotiating to purchase adjoining land for expansion. The Nature school should not try coming through the back door and force out a community group who do a lot of good work and other community groups who also use the Lair and will become homeless. There is a public school in Denmark providing schooling to Year 12. If parents want alternative schooling they should also assist with funding a suitable site. They should not be asking for the

railway heritage precinct site which is owned by the community. This is not a good site for a school because a school in a public area is not a good mix.

I urge Councillors to seriously consider this expansion because it is a sensitive proposal which will affect many people and Community Groups.

Remember you have a vote now, Electors have a vote at the Annual Council elections!

Yours sincerely,



**From:** [Claire Thompson](#)  
**To:** [Shire of Denmark - Enquiries](#)  
**Subject:** ICR23383850 - FW: Koorabup Nature School  
**Date:** Thursday, 16 March 2023 11:04:54 AM

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For inward correspondence. Thanks.

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**From:** [REDACTED]  
**Sent:** Friday, March 3, 2023 9:56 AM  
**To:** Claire Thompson <claire.thompson@denmark.wa.gov.au>; David King <David.King@denmark.wa.gov.au>  
**Subject:** Koorabup Nature School

Dear David and Claire

Here is my submission on the Koorabup nature school proposal for your ongoing assessment.

## KOORABUP NATURE SCHOOL SUBMISSION

### SUMMARY

**IF THE KOORABUP NATURE SCHOOL WISHES TO EXPAND BEYOND ITS PRESENT BOUNDARY IT IS ONLY FAIR AND EQUITABLE TO ALL INVOLVED THAT IT RELOCATE TO PRIVATE LAND**

### ZONING AND LAND USE

The land on which the Koorabup Nature School (KNS) sits is public land. It does not belong to the Shire but to the State of WA. It is designated as a heritage area and not zoned for educational use.

As such it should not have a private school on it. The school impinges not only upon the land but also upon the heritage infrastructure. It is supposed that the turntable, ash pit and outside display at the post office are freely available for public visits but this is not the case. Visitors are discouraged for fear of being accused of loitering near a children's school.

### PRECEDENT

Recently 30 old people were displaced from the gym because the Shire was not prepared to allow a private operator to rent exclusive access to a public facility for 3 hours a week. The service provided, the people it was provide to and all submissions supporting the health and social advantages of physiotherapy rehabilitation were not taken into consideration. **The only issue considered was exclusive access for a private entity to a public space.**

Following the same set of Shire criteria, the school's business model, tax status, operations and clients are not relevant to the matter. **Only the exclusive long term access of a private entity to a public space should be considered.**



#### PRACTICAL HEALTH CONSIDERATIONS

The school has no access to sewerage facilities and depends on composting toilets. Any expansion in pupil numbers will make this problem worse. If an individual or developer submitted plans to build houses on this land with only composting toilets, it would have no hope of approval.

#### EQUITY AND FAIRNESS

The nature school wishes to expand by subsuming a significant parcel of Crown land, fencing it off and building on it. By direct comparison the Steiner school also wishes to expand and install extra buildings and classrooms. The difference is that the Steiner school will quite rightly have to pay a legitimate market price of \$900,000 to obtain the land. By contrast the KNS expects to be handed not only the Lions building but the public land around it, to the exclusion of the public, for a relatively small rent increase. This is neither fair, equitable or in the interests of the wider Denmark community or the general public.

LEA.41 A3140

ICR23883919	
Shire of Denmark	
21 MAR 2023	

  
Denmark WA 6333

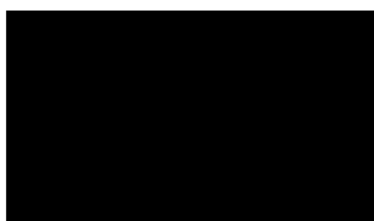
The Chief Executive Officer  
Shire of Denmark  
P.O. Box 183  
Denmark WA 6333

Dear Sir,

I am writing to voice my concerns over the lease to the Kwoorabup Nature School in the grounds of the historical precinct. The Lions (who have contributed so much to the Denmark community over many years), as well as other Denmark clubs, have seemingly been relegated to the position of having no relevance while a privately owned school takes precedence.

I have attached the page in the Denmark Bulletin (February 23 - March 8, 2023) that actually informed me of the dilemma the Lions and other clubs in Denmark are facing and explains exactly why the lease should revert fully back to the Lions (not a privately owned school). Thank you.

Yours faithfully



  
17th March, 2023





## Denmark Lions Club – 50 years of continuing community service. Lease under threat from takeover by private school.

### Projects Club has been involved in since 1974:

- Establishment of Lionsville and 40 years of management. The Lionsville complex had 26 aged pensioner accommodation units which provided affordable accommodation for Denmark's pensioners.
- Supported yacht club.
- Old Hospital grounds garden.
- Hospital and Blue Wren Lodge comforts.
- St John Ambulance stretcher.
- Mt Lindsey clean-up.
- Tidy Towns clean-up.
- Save Sight and Glaucoma Clinic.
- New Years Eve balls.
- Youth exchange.
- Sponsored establishment of Rocky Gully Lions Club.
- High School Community Service Award.
- Establishment of Waterfall Park.
- Establishment of kindergarten garden.
- Football ground duties.
- Lions Lookout Ocean Beach.
- Hut on Bibbulmun Walk Track.

- Wood collecting and raffles for charitable causes.
- Cemetery maintenance including lawn mowing for 20 years.
- Fundraising for hospital equipment, including portable heart monitor.
- Fundraising for Silver Chain equipment.
- Work on band shell on river.
- Garden bag round operated for 20 years for people who could not take green waste to tip. Aid to Elderly.
- Cyclone Alby clean-up.
- Organising Kwoorabup Carnival.
- Erected two buildings for Horsepower (Riding for Disabled).
- St John patient transfer room at Denmark Airport.
- Bushfire victim relief.
- Sponsorship of Denmark youth on Leeuwin Sail Training Ship.
- Sponsorship of Denmark youth on Outward Bound Training.
- Fundraising for Royal Flying Doctor Service.

- Fundraising for Alzheimer Research Foundation.
- Fundraising for Lions Cancer Institute.
- Fundraising for Crawford Lodge, accommodation for country cancer patients.
- Supported Black Dog Ride in efforts to raise funds for mental health.
- Installed GPS enabled defibrillator outside Lair for public use.
- Presented Denmark High School with chess boards and timer clocks.
- Financially supported CRC Food Bank, Denmark CWA and Denmark Animal Carers.
- Lions provided mobile Eye Institute testing and skin cancer checks in Denmark.

Community Resource Centre manager Petra Thompson receives a \$1000 cheque from Lions Club members Belinda Rowland and Martin Holland to help the CRC's Homeless Project.



Warrick Gates and Bev Seeney with the Black Dog Ride award presented to the Denmark Lions Club for their ongoing support.



- Two previous Councils have made it clear that the Kwoorabup School tenure at the Historical Precinct is temporary and it is not a suitable site for a school. These resolutions date back to 2014.
- The school site is in a fire prone area.
- The school is also in a sewer sensitive area that doesn't have access to a sewer main. Presently the school has a mix of composting toilets and a septic system. The school intends to expand up to 160 students with more staff. If anyone else wanted to build in an area like this it would not be permitted. The Shire of Denmark does not accept composting effluent from toilets at their waste facility.
- The school is a private institution with a current student enrolment of approximately 90 students plus teachers with expectations of



- increasing to 160 students plus teachers. It is not up to the ratepayers of Denmark through the council to provide public land to promote the schools expansion with the loss of a heritage building used by a hardworking, well-respected community group.
- The Denmark Lions Club building, the old Station Masters House, is listed as an exceptional historical building on the

- Denmark Municipal Heritage Inventory. Denmark Lions have maintained the building for the past 20 years. It is considered one of the best kept buildings fully utilised by Lions and other community groups.
- Present user groups are Black Dog Ride, Denmark Embroidery Group (15 years), a violin music teacher, the Denmark Yacht Club, Denmark Crafty Quilters from June 2023 and Saturday morning dance lessons. The remainder of available time is taken up by Denmark Lions whilst doing community projects, using the workshop they have constructed.
- Denmark Lions Club is passionate about keeping the Railway Reserve Precinct as a Historical Precinct which has significant tourism potential.
- The Denmark Shire has already spent considerable money, time and effort formulating a concept plan for this area passed by Council in 2014.

**Denmark Lions would appreciate any community support.**

No donated funds have been used to pay for this advertisement.



**From:** [REDACTED]  
**To:** [Shire of Denmark - Enquiries](#)  
**Cc:** [Jane.Kelsbie@mp.wa.gov.au](mailto:Jane.Kelsbie@mp.wa.gov.au)  
**Subject:** ICR23484171 - Attn All Councillors: Kwoorabup Nature School Expansion Proposal  
**Date:** Monday, 3 April 2023 12:48:36 PM

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Kaya Denmark Shire Councillors,

I wanted to offer my reflections and support for the proposal for the expansion of the Kwoorabup Nature School (to be debated at the 18th April 2023 Council Meeting).

### **Understanding the Issue**

I understand that there appears to be a tension between the appropriate support and recognition for our Lions Club (and their use of facilities) and the Kwoorabup Nature School's need for more space as demand for student places rises.

Firstly; I want to thank the Lions Club for the great work that they do in the community. Country towns thrive on volunteerism and an inclusive sense of community, and the Lions Club has many runs on the board of delivering just that. I don't believe that anyone wants to see the Club disadvantaged, or diminished in any way moving forward.

From what I understand of the request from Kwoorabup Nature School, there is the desire to utilise the same building that the Lions Club currently rents for classroom space. There was one period of time where the room is currently used during class hours (that the school has offered to accommodate) and the rest of the time the Lions Club would still be able to use the room at their normally scheduled times. I also believe that the Kwoorabup Nature School (whilst making significant use of the current facilities, which personally I love to see heritage spaces being brought into the consciousness of young people) is happy to collaborate and share the reserve with other community organisations. After all; Kwoorabup Nature School is a not-for-profit registered charity and a community organisation in its own right. I believe that the school has also contributed significant investments into maintaining and revitalising the spaces at the reserve, and bringing community in to utilise those spaces.

Apart from perhaps a feeling of a lack of recognition for the work the Lions Club does, I am not aware of any actual or logistical barriers to this space being shared.

### **Our Personal Experience**

A bit about us; we moved to Denmark in [REDACTED] 2021 from [REDACTED] to be closer to my parents in [REDACTED], and to raise my (now [REDACTED] year old) in the beautiful Great Southern. The presence of Kwoorabup Nature School (then: Spirit of Play) as an option for my child (a school that follows the WA Curriculum, but provides strengths-based learning opportunities embedded in nature and natural settings) was a key consideration in deciding to move here. We confirmed my kid's place whilst in [REDACTED] before making the move. We are now into just over 1 year of purchasing our first home here in Denmark, and have no intention of moving anywhere else.

After two years of lockdown in [REDACTED], my child has some anxiety of crowded spaces, loud noises, and is working through some sensory processing issues. I cannot imagine a more supportive, proactive, and safe space for my child to thrive than what he has received in care at Kwoorabup Nature School in his last year and 1 term there.

I'm also aware of the rapid growth of families and the number of school aged children in



the region. The current offerings of Denmark Primary School, the Steiner School, and Kwoorabup Nature School allow not only for the accommodation of expanded numbers of school aged children (noting that the Steiner School is now expanding into high school years) but for a diversity of learning modes and styles. This has been so important for our family.

The school's location with access to natural spaces and trails, as well as being close to town for cycling/walking is a huge advantage to model sustainable living practices and connection with place to our children. This really is a fantastic location for the school.

### **Conclusion**

Thanks so much for reading this far, and for your stewardship at the Shire. **In summary, I would like to lend my support as a rate paying resident of Denmark/Kwoorabup to the proposal to expand the Kwoorabup Nature School's lease and access to facilities.**

Yours truly, and for community,



**From:** [REDACTED]  
**To:** [Shire of Denmark - Enquiries](#)  
**Subject:** ICR23484173 - Kwoorabup Nature School - Lease Extension Support  
**Date:** Monday, 3 April 2023 1:56:09 PM

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Dear Councillors

I am writing to give my support for Kwoorabup Nature School's request to extend their lease area and tenure.

I grew up in a similar town to Denmark, on the Mid North Coast [REDACTED]. Growing up and being educated in nature led me into a career path as an [REDACTED]. I now work for the State Government regulating industry, ensuring human health and the environment is protected for future generations. I'm sure many of the kids at Kwoorabup Nature School will follow in my footsteps one day!

The location of the school and the immediate access to the river and inlet is part of its success and is instrumental in delivering its nature-based curriculum. The school, curriculum and the location was the main reason that our family moved to Denmark and the Great Southern Region. My two girls [REDACTED] thoroughly enjoyed their first term at Kwoorabup Nature School. They are thriving learning and playing in the natural bush setting.

I understand that the school plans to invest significantly to improve the area if granted the lease extension. Improvement in nature play elements, revegetation and care for the landscape and buildings will benefit the whole community including other community groups.

As a not-for-profit community organisation, the school promotes collaboration and a sense of shared community. I support the collaborative approach the school has taken with Lion's club to seek a solution that works for both parties, and strongly detest the actions of some of the Lions Club members confronting families, both at the school and in the community.

Withstanding the above, I support the school's decision to continue to allow the Lion's club to retain usage of the Station Master's Building outside of school hours if the lease extension is granted. I would also like to see both parties work collaborative together to enhance the area. Just imagine what could be possible if both shared a future vision for the area.

I hope the councillors take full consideration of these points and the value of the school to Denmark families and the broader community when making their decision on the lease extension.

Kind Regards

[REDACTED]

**From:** [REDACTED]  
**To:** [Shire of Denmark - Enquiries](#)  
**Subject:** ICR23484202 - Kwoorabup Nature School  
**Date:** Monday, 3 April 2023 4:53:07 PM

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Dear Councillors

I am writing to give my support for Kwoorabup Nature School's request to extend their lease area and tenure.

We moved to Denmark because of its beauty and natural way of life. Our Daughter, her Partner and their children – our grandchildren soon followed. One of the reasons they followed us to Denmark was the opportunity to be able to send their children to a wonderful nature based school which is what Kwoorabup Nature school is all about. The location of the school makes it extra special with the access to the river and Karri forests and the inlet and we have watched the school grow into its surroundings beautifully. The children are all extremely happy in this location as most of them have been coming here since kindy and wholly associate this parcel of land as their safe space and their space for learning.

There is an increasing demand for nature-based learning not only here in Denmark but nationally and internationally as well. The School's unprecedented growth is in part due to this demand and the fact that it is highly regarded for its progressive approach to learning in and with nature. It is part of what has attracted our family to this school.

Situated amongst the karri forest with adjacent access to the river and inlet, the School's location is foundational to its success in delivering its nature-based curriculum. This location was a key feature for our family in deciding where to send our children.

We understand that the School plans to invest significantly to improve the area if granted the lease extension. Improvement in nature play elements, revegetation and care for the landscape and buildings will benefit the whole community including other community groups.

As a not-for-profit community organisation, the school promotes collaboration and a sense of shared community. I support the collaborative approach the school has taken with Lion's club to seek a solution that works for both parties.

In the spirit of collaboration and community-focus, We also support the School's decision to continue to allow the Lion's club to retain usage of the Station Master's Building outside of school hours if the lease extension is granted.

Sharing the use of the Station Master's Building during non-overlapping hours seems to be an outcome that meets the objectives of both parties with only minor inconveniences.

We hope the councillors take full consideration of these points and the value of the school to Denmark families and the broader community when making their decision on the lease extension.

Sincerely,

[REDACTED]

**From:** [REDACTED]  
**To:** [Shire of Denmark - Enquiries](#)  
**Subject:** ICR23484207 - KNS and Old Postmasters Building  
**Date:** Tuesday, 4 April 2023 8:40:56 AM

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Dear Councillors

I am writing in support of Kwoorabup Nature School's request to extend their lease area and tenure.

My family and I moved to Denmark in 2019, in order for my oldest child to start at High School, and my youngest to take up a position at KNS.

I understand the shire is constantly under pressure to return value to the community and keep rates down, often with some overlap with people that want free access to the Old Postmasters building. Having KNS pay a commercial rent on the property surely goes a way towards that.

Lions also claim that they need the building to do their "good works" at the cemetery but perhaps if they can't schedule around free, but no longer exclusive access, the contract could go back to the community and provide local employment? After all, there is nearly any other help they can provide if they really want.

Additionally the benefit of time in nature for everyone is being better quantified; <https://www.theguardian.com/environment/2023/apr/04/prescribed-time-in-nature-linked-to-improvements-in-anxiety-depression-and-blood-pressure> so who better to enjoy those benefits than the kids?

There is an increasing demand for nature-based learning not only here in Denmark but nationally and internationally as well. The School's unprecedented growth is in part due to this demand and the fact that it is highly regarded for its progressive approach to learning in and with nature. It is part of what has attracted our family to this school.

Situated amongst the karri forest with adjacent access to the river and inlet, the School's location is foundational to its success in delivering its nature-based curriculum. This location was a key feature for our family in deciding where to send our children.

We understand that the School plans to invest significantly to improve the area if granted the lease extension. Improvement in nature play elements, revegetation and care for the landscape and buildings will benefit the whole community including other community groups.

As a not-for-profit community organisation, the school promotes collaboration and a sense of shared community. I support the collaborative approach the school has taken with Lion's club to seek a solution that works for both parties.

In the spirit of collaboration and community-focus, I also support the School's decision to continue to allow the Lion's club to retain usage of the Station Master's Building outside of school hours if the lease extension is granted.

Sharing the use of the Station Master's Building during non-overlapping hours seems to be an outcome that meets the objectives of both parties with only minor inconveniences.

We hope the councillors take full consideration of these points and the value of the school



to Denmark families and the broader community when making their decision on the lease extension.

Sincerely,

A solid black rectangular box used to redact the signature of the sender.

**From:** [REDACTED]  
**To:** [Shire of Denmark - Enquiries](#)  
**Subject:** ICR23484230 - Kwoorabup Nature School  
**Date:** Tuesday, 4 April 2023 2:41:35 PM

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Dear Councillors

I am writing to give my support for Kwoorabup Nature School's request to extend their lease area and tenure.

I have two children [REDACTED]. I moved to Denmark for work in January 2021 but I did not want to send my children to the local public primary school as I prefer evidenced nature-based learning. I was thrilled to find out that Spirit of Play (now KNS) offered this and have similar learning styles and values to my children's previous school of [REDACTED] Community School in Perth ([REDACTED] is the patron). Similarly to [REDACTED], KNS also follows the WA Curriculum. I became interested in this style of learning from my interest in Scandinavian Forest Schools and their international acclaim.

The School's location is foundational to its success in delivering its nature-based curriculum with easy access to the karri forest, river and inlet which is an integral part of their learning. In addition to the method of teaching, this location was another key feature for our family in deciding where to send our children.

We understand that the School plans to invest significantly to improve the area if granted the lease extension. Improvement in nature play elements, revegetation and care for the landscape and buildings will benefit the whole community including other community groups.

As a not-for-profit community organisation, the school promotes collaboration and a sense of shared community. I support the collaborative approach the school has taken with Lion's club to seek a solution that works for both parties.

In the spirit of collaboration and community-focus, I also support the School's decision to continue to allow the Lion's club to retain usage of the Station Master's Building outside of school hours if the lease extension is granted.

Sharing the use of the Station Master's Building during non-overlapping hours seems to be an outcome that meets the objectives of both parties with only minor

inconveniences.

We hope the councillors take full consideration of these points and the value of the school to Denmark families and the broader community when making their decision on the lease extension.

**From:** [REDACTED]  
**To:** [Shire of Denmark - Enquiries](#)  
**Subject:** ICR23484232 - Kwoorabup Nature School lease application  
**Date:** Tuesday, 4 April 2023 2:59:13 PM

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Hi Councillors

I'm writing to register my support for the Kwoorabup Nature School's application for a lease extension.

[REDACTED] our daughters are at the school, and our son will also attend when he's old enough. We moved to Denmark mid-2021, with our eldest daughter attending Denmark Primary School for [REDACTED]

Although the primary school teachers were wonderful, we quickly came to the view that they were under too much pressure with too many children - particularly in the younger classes. The environment there did not suit our daughter and we were very grateful to have the option of sending her to Kwoorabup with its calmer, and cutting-edge, approach to schooling.

[REDACTED] our daughters are thriving at the school. It is a fantastic learning environment, surrounded by the bush and river and a short walk or ride into town. The teachers and administrators are great people and dedicated educators - it is clear in everything they do, as I'm sure you've come to appreciate as well.

The school is everything that we envisaged we could provide for our kids when making the decision to move to Denmark.

I grew up in a small coastal town in [REDACTED]. My primary school had 30 kids when I began in prep, and over 100 when I left for high school in grade 6. This is the nature of schools, especially in beautiful towns that continue to grow.

I'm giving you all of this context with a view that you truly weigh up the scale of the decision in front of you.

One the one hand, there is a school that will continue to grow by virtue of being a great school in a great and growing town. Local and state governments must always place such essential services at the centre of what you do. These schools demand planning certainty outside of the increasingly negative and fractious public debate. From my reading of the council's previous decisions, this certainty was given as part of the current long term lease.

[REDACTED]

I've been fortunate to be involved with many of the community groups around Denmark in the past 18 months doing fantastic work that is totally aligned with the town ethos. I'm on the board of the [REDACTED], have worked with the [REDACTED], am getting involved with [REDACTED], have helped establish [REDACTED] and am beginning to support the committee for [REDACTED]. These are the groups you should be encouraging (which you are) [REDACTED]

We've all had decades of experience of local Lions Clubs. In my memory, they were generous, civic minded, communitarians. [REDACTED]

[REDACTED]

[REDACTED]

Putting aside all of this, as a ratepayer, I would much prefer the council receive the \$15 - 20k a year to put into public services and infrastructure, rather than give it directly to a small group of people. They need to run a huge number of raffles to even get close to the public subsidy they're receiving from us.



The school community is a big part of the voting base of the town, a rough calculation including extended families puts the school community at 10 - 20% of Denmark. I'm sure you're aware of this. It is also a professional, organised community.

[REDACTED]

[REDACTED] I trust the council will make a decision in the best interests of the town [REDACTED].

Thanks  
[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]

4 April 2023

Denmark Shire Council

enquiries@denmark.wa.gov.au

For the attention of all Shire Councillors

Dear Councillors

I am writing to express my support for Koorabup Nature School's proposal to extend their lease area and tenure.

I grew up in Denmark and chose to return to Denmark to raise my own children here. A big part of that decision was for my children to be able to attend a nature based learning school. My children attended [REDACTED] primary school until last year and this year we have chosen to change them to Koorabup Nature School after hearing a lot of positive feedback within the community about the growth and expansion of the school to include up to Year 6. The location by the river, surrounded by trees and walking trails is such a perfect place for the children to be able to spend time by the river and exploring the natural environment and is a key factor in the school being able to deliver it's nature based curriculum. My children particularly love walk-about days and spending their days learning outside in nature.

The school's community values and inclusive philosophy are an integral part of their view to expansion for their school. As a not-for-profit community organisation the school promotes collaboration which I support in the school's approach with the neighbouring Lion's club in seeking a best possible outcome for both parties in the use of the proposed lease expansion for the schools future proposed growth. I understand the school plans to invest in improving the area if successfully granted the lease extension. Improving the nature play elements and revegetation and landscape and buildings will be of great benefit to the community as a whole including other community groups.

I am in support of the schools decision to continue to allow the Lion's club to retain the use of the Station Master's Building outside of school hours and in the spirit of collaboration and to minimise disruption to each party involved seems to be and outcome that would meet the individual needs and a positive outcome for both parties involved.

I hope the councillors will take into consideration each of these points and the value of the school to the local community and for their current and future students and the positive impact this would have not only on the schools community and families but also the broader community when making their decision on the lease extension.

Yours sincerely

[REDACTED]

**From:** [REDACTED]  
**To:** [Shire of Denmark - Enquiries](#)  
**Subject:** ICR23484244 - Kwoorabup Nature School  
**Date:** Wednesday, 5 April 2023 7:27:23 AM

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Dear Denmark Shire Council

I write to express my infinite support for everything that Kwoorabup Nature School currently provides and represents.

To create, manage, lead and grow a school such as Kwoorabup Nature School takes extraordinary bravery, authentic passion and significant educational expertise. The school's philosophy is steeped in both empathy and evidence. Research keeps showing the benefits for children of developing emotional intelligence, creativity, immersion in nature, inquiry based learning...all the things this school does whilst collaterally tracking the Australian curriculum. It's no easy feat to teach in this multi-dimensional way and I am so grateful for the teachers that provide these gifts to our children.

In 2020, we emptied out our house of 20 years, sold our business and left our family to literally move across the continent for our children to attend Kwoorabup Nature School. The logistics and emotions of moving were not easy but once we had discovered and researched Kwoorabup Nature School (then known as Spirit of Play), it was clear cut for us that it was the school for our family. Our daughters have thrived and as parents, we have felt completely embraced by the School community.

The location of the school is integral to the essence of the school. The surrounding bush, the River, "Sparksville" - the setting of the school embodies the school's philosophy of weaving nature, history and culture into learnings. This site's natural and historical features are pivotal for allowing the deep connections for not only the children, but the entire school community, to the land.

I sincerely hope that Council will approve the School's request for a lease extension so that the School can continue to offer extraordinary educational opportunities for Denmark children.

Kind regards

[REDACTED]

**From:** [REDACTED]  
**To:** [Shire of Denmark - Enquiries](#)  
**Subject:** ICR23484248 -  
**Date:** Wednesday, 5 April 2023 11:07:28 AM

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Good Morning,

I wish to address the councillors and shire regarding the current request for expansion for Kwoorabup Nature School.

I am a parent of [REDACTED] boys who began their education at Kwoorabup Nature School in 2022, and it has been nothing short of extraordinary.

The education they are providing is leading the way for education all over Australia and needs to be recognised for just how special it is.

This school has shown its incredible ability in working with the curriculum in a child led based way to fast track my children's academic abilities. They supported my children after [REDACTED] years of Home-schooling to step back into the system with deep encouragement and a focus on creating a love for learning. This enabled my children to come leaps and bounds rather than feeling 'behind' and therefore having related confidence struggles.

But it doesn't stop there. This school is not just about the incredible ability to support our children academically and teach them a love for learning in a foundational way that will set them up for life, but it also teaches so many other skills that society is really missing these days.

The school is deeply focused on community within the school and the wider community. It is focused on caring for others and caring for the land in any way we can. It focuses on such a vital part of education that has been missing for far too long... respect and learnings of our Indigenous Culture.

The seasonal festivals we have feel like we have stepped back in time into the villages people used to live in where our whole school community feels like family. It is the most beautiful and loved experience of the school.

But there is still more. This school has a level of care and love for their families like I have never seen or experienced before.

I wanted to share my recent experience to highlight what I mean by this.

[REDACTED]

I contacted the school to let them know what was going on and was flooded with support and kindness from the teachers.

I received multiple emails from my childrens teachers reassuring me that my children back home were being supported, checking in on how we were travelling. [REDACTED]

[REDACTED]

I was then contacted by our class rep, who had been notified by the school that we may



need support. [REDACTED]

[REDACTED] I can't even explain how the SCHOOL made this incredibly scary time for us, manageable.

Why does the above support the expansion of the school?

Because this school is far more than a school. It is the most special place in Denmark that is going to teach us all a deep love and kindness for one another, for the land, for learning and for our self.

The more people that can be touched by this school, it's values and the people working here...the better.

Please grant this extra space, you won't regret it.

Kind Regards,  
[REDACTED]

**From:** [Claire Thompson](#)  
**To:** [Claire Thompson](#)  
**Subject:** FW: ICR23484249 - Kwoorabup Nature School  
**Date:** Friday, 23 June 2023 12:34:05 PM

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**From:** [REDACTED]  
**Sent:** Wednesday, April 5, 2023 11:37 AM  
**To:** Shire of Denmark - Enquiries <enquiries@denmark.wa.gov.au>  
**Subject:** ICR23484249 - Kwoorabup Nature School

**To whom it may concern - Councilors / Executive of Denmark Shire Council**

I'm writing to show my full support for expansion of Kwoorabup Nature School - increasing its leased area and tenure

I liken the approach of the school's philosophy to that of the Scandinavian model. It's an evidence-based, non-denominational, nature-based model providing a very important option for people seeking this sort of education. As a broad spectrum of parents (including tradesmen, doctors, entrepreneurs, lawyers and musicians) choose this school for their children, it's an important addition to the community of schools here at Denmark. Truth be told, it was one of the main reasons we moved here. Being a nature-based school, it sits in true symbiosis with that of the larger Denmark community.

Whilst I went to public schools and was immersed in educational theory supporting the public school system (having a father who was a passionate High School department head / marking the then HSC), Kwoorabup provides a more affordable alternative that is very different to the "normal" private school (to call it private isn't representative of the school's "not for profit" status).

We understand that the School plans to invest significantly to improve the area if granted the lease extension. Improvement in nature play elements, revegetation and care for the landscape and buildings will benefit the whole community including other community groups.

As a not-for-profit community organisation, the school promotes collaboration and a sense of shared community. I support the collaborative approach the school has taken with Lion's Club to seek a solution that works for both parties.

In the spirit of collaboration and community-focus, I also support the School's decision to continue to allow the Lion's Club to retain usage of the Station Master's Building outside of school hours if the lease extension is granted.

Sharing the use of the Station Master's Building during non-overlapping hours seems to be an outcome that meets the objectives of both parties with only minor inconveniences.

We hope the Councillors take full consideration of these points and the value of the school to Denmark families and the broader community when making their decision on the lease extension.

Sincerely,

Kind Regards,

[Redacted signature block]

**From:** [REDACTED]  
**To:** [Shire of Denmark - Enquiries](#)  
**Subject:** ICR23484251 - I am writing to give my support for Kwoorabup Nature School's request to extend their lease area and tenure.  
**Date:** Wednesday, 5 April 2023 11:52:14 AM

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Dear Councillors

I am writing to give my support for Kwoorabup Nature School's request to extend their lease area and tenure.

Last year we visited our son and family in Denmark. We were very fortunate to visit the school on several occasions, we met the principal and many teachers. I am a retired Head Teacher with 37 year's experience. I was very impressed with the school's philosophy. It is unique in a very special environment with an enthusiastic dedicated staff. We became aware of the progressive nature of the school which employs up to date student centred approach. They are leaders in education. We are aware of 2 similar schools in Sydney (Kinma and Yanginanook). Our grandchildren attended Kinma. Both schools are very popular and we are aware of many children who attended these schools becoming leaders in our community

There is an increasing demand for nature-based learning not only here in Denmark but nationally and internationally as well. The School's unprecedented growth is in part due to this demand and the fact that it is highly regarded for its progressive approach to learning in and with nature. It is part of what has attracted our family to this school.

Situated amongst the karri forest with adjacent access to the river and inlet, the School's location is foundational to its success in delivering its nature-based curriculum. This location was a key feature for our family in deciding where to send our children.

We understand that the School plans to invest significantly to improve the area if granted the lease extension. Improvement in nature play elements, revegetation and care for the landscape and buildings will benefit the whole community including other community groups.

As a not-for-profit community organisation, the school promotes collaboration and a sense of shared community. I support the collaborative approach the school has taken with Lion's club to seek a solution that works for both parties.



In the spirit of collaboration and community-focus, I also support the School's decision to continue to allow the Lion's club to retain usage of the Station Master's Building outside of school hours if the lease extension is granted.

Sharing the use of the Station Master's Building during non-overlapping hours seems to be an outcome that meets the objectives of both parties with only minor inconveniences.

We hope the councillors take full consideration of these points and the value of the school to Denmark families and the broader community when making their decision on the lease extension.

Sincerely,


**From:** [REDACTED]  
**To:** [Shire of Denmark - Enquiries](#)  
**Subject:** ICR23484252 - Kwoorabup Nature School (please distribute to all Councillors)  
**Date:** Wednesday, 5 April 2023 11:59:23 AM

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Dear Councillors

I am writing to give my support for Kwoorabup Nature School's request to extend their lease area and tenure.

Both my kids have attended this school over the last 4 years starting from kindy ages. After travelling half of Australia and doing lots of research into schooling, Kwoorabup was a major reason for our family to move to Denmark.

A few key features of the school that helped us decide on the move:

- nature based curriculum
- it's location amongst the karri forest, river, inlet and many bush trails (amazing for walk about learning days)
- is a not for profit community organisation.

Granting the lease extension will not only allow the school to grow and support our kids future learning, it will also be supporting the wider community through the families that wish to be in Denmark because of the school and also its plans to invest in improving the area collaboratively.

Please consider the value of the lease extension to the kids, the Denmark families and what it will bring to the community.

Kind regards,

[REDACTED]

Sent from my Galaxy

April 6, 2023

Dear Councillors.

I am writing to express my support for Kwoorabup Nature School's request to extend their lease area and tenure.

As a parent of a pre-primary student at the School [REDACTED], I am fortunate to observe the positive impact the School has on my child, his peers and other children of the School. The School's nature-based approach to learning and emphasis on physical and emotional wellbeing is fostering a strong respect for the natural world, Aboriginal cultural, and local community amongst the students and helping them to build emotional resilience and empathy.

Over the past two years, I have observed my son develop a sense of kindness, caring and thirst for learning that brings my partner and I immense happiness and pride as parents. Our son is excited for every new day and refuses to miss a day at school. Many of the parents I talk to express similar experiences and believe strongly in the School's philosophy and approach to learning.

There is an increasing demand for nature-based learning in Australia and beyond. Kwoorabup Nature School is one of the first nature-based learning schools in Western Australia and is highly regarded for its progressive approach to learning. At the same time, Denmark is experiencing increased growth as many young families choose to move here, in part for the beautiful natural assets the town possesses. For these reasons, the School is experiencing increased demand and the wait list for enrolments continues to grow.

To meet this increased demand, the School is proposing to extend their lease area and increase their student body to 160 students. This proposed extension would see the School taking over the lease of over the Station Master's Building and this has, no doubt, caused some anxiety amongst the Lion's club and other community members.

As someone who has spent their career [REDACTED] and worked extensively with non-profit community groups, I understand the anxiety the proposed lease extension creates for the Lion's club and others. The Lion's club is a long-standing community service organisation in Denmark that provides valuable contributions to the community.

As a community member, I do not want to see the Lion's club negatively impacted by the lease extension and many of the KNS parents that I talk to feel the same. We value the School and want to see it continue to thrive and keep up with current demand, but we also recognise the tremendous value that the Lion's club brings to the community.

For this reason, the School has been advocating for a co-location solution which would continue to allow the Lion's club to use the Station Master's Building, free of charge, during non-school hours. In sharing the use of the building during non-conflicting times, the objectives of both parties can be met with only minor inconveniences.

In the spirit of collaboration and community, I support this approach and I encourage councillors to do the same.

Please give full consideration of Kwoorabup Nature School's proposal to extend their lease and support the principal of co-location for the School and the Lion's club at Station Master's Building.

Sincerely,

  
[REDACTED]

31 Inlet Drive, Denmark WA 6333.  
mlwysong@gmail.com





1CR2348422	
City of Denmark	
13 APR 2023	

LEA-41  
 Mrs Beth Franz OAM

Denmark SHire's Honorary Freeman

Denmark WA  
 6-4-2023

To All Councillors, CEO and Staff  
 of  
 The Denmark SHire Council.

The Historical Precinct of which the "Lions Den" is part of, was set aside by the Council of the time, as "An Historical Area for Buildings and Volunteer Groups be able to have their buildings and area for their activities and Meeting Places.

The area itself is an historical site of the Denmark Railway, and includes where the "Turn around" machine eg:- Engine would be driven onto turn table, this would turn and the Engine would be pointing in the right direction to return to Albany.

The first building on site I am pretty sure was the Old Post Office. This was transported as is on a truck. I think the "Lions Den" was next.

The School now occupying the Old Post Office was granted permission by the SHire Council of that time to start using the building on a temporary basis until they could find a permanent property to extend in the future.

for more building.

Sadly another Council granted permission for the school to build more rooms, this permission should never been given, and now the school is acting on the Principal of the Old saying "Possession is nine parts of the law" Completely forgetting the Original Area was to be an Historical Precinct.

The Lions Club is a "Service Club" and has supplied a financially made possible for the Community of Denmark in many areas where help is needed.

Councillors & employees of the Sire should do some study into the Original Areas and decisions originally for the use of this area, and then it would realize that to grant permission for the Schools request should be No!

The groups already these eq: lions & Machinery Restoration Group etc, must not be Invaded by an ever encroaching Private Business and then the "Old Post Office building" can again be used by local groups as an Historical area.

The School which is a Private Concern should invest in their own Private Property.

Yours Truly. Beth Fray O.A.M.  
A long time resident who is still donating her time & energy into our great Community.

**From:** [REDACTED]  
**To:** [Shire of Denmark - Enquiries](#)  
**Cc:** [Councillor Ceinwen Gearon](#); [Councillor Kingsley Gibson](#); [Councillor Clare Campbell](#); [Councillor Donna Carman](#); [Councillor Jan Lewis](#); [Councillor Janine Phillips](#); [Councillor Jackie Ormsby](#); [Councillor Nathan Devenport](#); [Councillor Donald Clarke](#)  
**Subject:** ICR23484476 - Kwoorabup Nature School's request to extend their lease.  
**Date:** Tuesday, 18 April 2023 3:20:12 PM

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Dear Councillors,

I am the parent of 2 students at Kwoorabup Nature School, our son is in the year 1 Class and has been attending Kwoorabup nature School for 18 months, and our daughter is enrolled in the Play Group Program and enrolled for Kindy 2024.

I am writing to give my support for Kwoorabup Nature School's request to extend their lease area and tenure.

We moved to Denmark in September 2021, we knew of the school at the time and came down to explore the area and planned to do a tour of the school. Fortunately for us, The [REDACTED] also for sale and within riding distance to the school, we were looking for a way to make a living in the area, be part of a thriving local community and have the opportunity to send our children to Kwoorabup Nature school. We purchased [REDACTED], [REDACTED] business at the same time, and have been busy renovating and tidying up [REDACTED] while our children have had the opportunity to attend and be part of the thriving community at the school. Since we took over the [REDACTED] after 12 months of hard work, the [REDACTED] has increased significantly, and we are getting amazing feedback [REDACTED] about the work we have done [REDACTED].

We came from [REDACTED] North of Perth, and have been part of the growing nature based education community in Perth before we moved down here. The demand for nature-based learning for young families is hard to ignore, not only here in Denmark but nationally and internationally as well.

It's no surprise to us that the school is experiencing some amazing growth, as it was the school that was a major drawcard for moving our family down here, furthermore we had friends with their families who have also followed suit and moved down specifically for the schooling opportunity as well.

The location of the school is such a huge part of what makes the school so special and the children so engaged with the river, the forest, the local fauna and flora and is integral in building their growing stewardship and connection to this beautiful part of the world. The location of the School is such an asset and was actually one of the the key elements that drew us to the school itself. We were walking along the Karri Trail one day before we moved down and quite literally walked into the school, we had heard and read about what the school had to offer and once we saw where it was located and the opportunity that the location in itself, created for the students, it was hard to think about sending our Children anywhere else. That afternoon we enrolled our son, booked a tour and started looking to purchase [REDACTED].

So we wholeheartedly agree on the following:

We understand that the School plans to invest significantly to improve the area if granted the



lease extension. Improvement in nature play elements, revegetation and care for the landscape and buildings will benefit the whole community including other community groups.

As a not-for-profit community organisation, the school promotes collaboration and a sense of shared community. I support the collaborative approach the school has taken with Lion's club to seek a solution that works for both parties.

In the spirit of collaboration and community-focus, I also support the School's decision to continue to allow the Lion's club to retain usage of the Station Master's Building outside of school hours if the lease extension is granted.

Sharing the use of the Station Master's Building during non-overlapping hours seems to be an outcome that meets the objectives of both parties with only minor inconveniences.

We hope the councillors take full consideration of these points and the value of the school to Denmark families and the broader community when making their decision on the lease extension.

Sincerely,

[Redacted signature]

Parent and newcomer to Denmark.

[Redacted line]

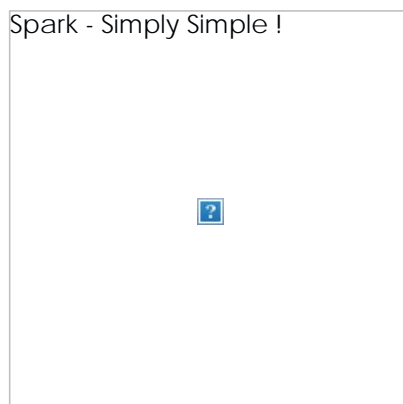
[Redacted line]

[Redacted line]

[Redacted line]

**From:** [Shire of Denmark](#)  
**To:** [Shire of Denmark - Enquiries](#)  
**Subject:** ICR23584828 - New Form From Website Shire of Denmark  
**Date:** Sunday, 7 May 2023 12:40:32 PM

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The following form was filled out on the Shire of Denmark website.

## Customer Enquiry Form

**Name**

[REDACTED]

**Email Address**

[REDACTED]

**Phone Number**

[REDACTED]

**Comments**

I would like to ask the CEO (and request a timely response) as to why the school presently located on community land at the rivermouth (known as the heritage precinct) should be considered for preferential treatment with respect to the lease hold land it now occupies.

It is a commercial entity and operates in competition with the Steiner School so it should be placed on an even pedestal with the Steiner. ie purchase its own land and make its own way in the commercial world. Community facilities should be used for the betterment of the community, not for the commercial gain of others at the expense of existing community groups.

This school has clearly been on notice for many years that its lease was not going to be in perpetuity.

It is a disgrace that the shire should consider extending this lease any longer let alone extending the area under the lease.

Further, any person driving along Inlet Drive may even consider that the existing facilities the school has developed on the site look like a disgrace and belong in the back streets of a third world community.

They clearly have no feeling for the "heritage" nature of the location.

**Submitted:**

7/05/2023 12:40:18 PM

**IP:**

[REDACTED]

Thursday, 22 June 2023

David King  
Acting Chief Executive Officer  
Shire of Denmark  
Denmark WA 6333

Dear David King

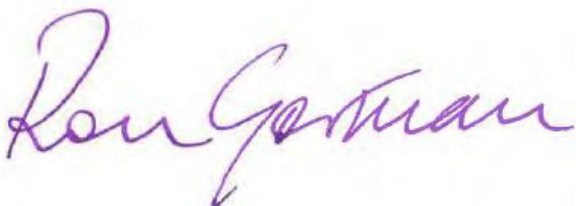
I write in support of Kwoorabup Nature School (Kwoorabup).

Kwoorabup has established itself as a thriving primary school in the Denmark Shire/Council. It offers families in the Greater Denmark district a unique primary schooling experience which focuses on nature pedagogy at its core. The school offers all children the Western Australian Curriculum and the Early Years Learning Framework as the basis of a rich learning and teaching environment.

Kwoorabup is currently in a phase of expansion that will establish itself as a school of choice for parents in the greater Denmark area. The social and economic benefits to the community will be substantial and ongoing.

I fully support the endeavours of Kwoorabup Nature School and would be happy to testify further to its significance in the broader educational community in Western Australia.

Yours sincerely

A handwritten signature in purple ink that reads "Ron Gorman".

(Mr) Ron Gorman  
**DEPUTY DIRECTOR**

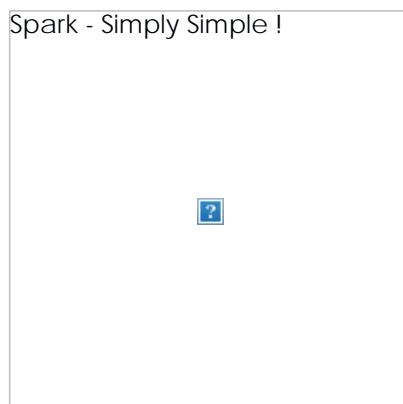


**Association of Independent Schools  
of Western Australia**

Suite 3, 41 Walters Drive, Osborne Park WA 6017  
PO Box 1817, Osborne Park DC WA 6916  
(08) 9441 1600 | [info@ais.wa.edu.au](mailto:info@ais.wa.edu.au) | [www.ais.wa.edu.au](http://www.ais.wa.edu.au)

**From:** [Shire of Denmark](#)  
**To:** [Denmark Shire Enquiries](#)  
**Subject:** ISUB2322528 - New Form From Website Shire of Denmark  
**Date:** Friday, 24 February 2023 9:38:57 AM

---



The following form was filled out on the Shire of Denmark website.

## Customer Enquiry Form

**Name**

[REDACTED]

**Email Address**

[REDACTED]

**Phone Number**

[REDACTED]

**Comments**

I would just to like to comment on the Application for extending the Private School on the corner of Inlet Drive. I am totally against it. I drive past the school at various times during the day to get into town. When children are being dropped off by the school bus, the bus just pulls off the road on the corner. It leaves a blind spot for other drivers even though they are travelling at 40klms to see children disembarking the bus and being aware where they are. Classes going out on walking excursions crossing the road in big groups on the corner is just waiting for a nasty accident to happen. The school needs to relocate to a more suitable location, the area was never prepared to deal with such a large influx of people. I have nothing against the school itself I enjoy seeing the children enjoying this way of teaching but it certainly should not be where it is.

**Submitted:**

24/02/2023 9:38:45 AM

**IP:**

[REDACTED]

**Reference Id:**

[REDACTED]





**Cc:** [Denmark Shire Enquiries; David King](#)  
**Subject:** ISUB2322531 - Re: Lions Lair  
**Date:** Saturday, 25 February 2023 7:01:14 PM

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[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[image001.png](#)



[Redacted]

[Redacted]

[Redacted]

On 25 Feb 2023, at 4:03 pm, [Redacted] > wrote:

I would like to register my opposition to the Kwoorabup Nature Schools proposal to take over the lease of the Lions Lair. While I appreciate that the school provides a valuable alternative school for Denmark and serves the children in its care very well, I am concerned that the School Board don't appear to take a long term view in their planning. Only a few years ago, they fought for and obtained a 15 year lease. Now it seems that the site is not fit for their purpose, plans for expansion, extra enrolments not taken into account when the lease was renewed. If the school is allowed to go ahead with this proposition, what next? In a few years time, where next?

The Board is apparently unable to find any suitable site in Denmark. It seems to me that the Board may be reluctant to put themselves out in searching for and facilitating a new school site. Rather than taking an easy short term fix to their problem, the school needs to take a long term view and be pro active in seeking out a suitable site and applying to the Shire and State Planning for the necessary approval.

Please do not allow further school expansion on this site. If the current premises don't allow for expansion of numbers then so be it, don't expand.

Yours sincerely,



Get [Outlook for iO](#)

LEA-40

2817 Scotsdale Road  
KORDABUP WA 6333

The Acting CEO, David King  
Shire of Denmark  
South Coast Highway  
DENMARK WA 6333

Dear David,

My family and I came to Denmark in 1955.

I am concerned about what is happening at the No. 3 Railway precinct and the expansion of the school in the heritage precinct. Schools should be buying their own land and not relying on council to provide it for them.

I am not critical of the school as such but believe that this site is not appropriate and they should find somewhere else as was their initial agreement with the Shire.

To throw the Lions Club out after they offered 2 days a week and that didn't suit the school is appalling as in no way does a school do for the community like the Lions Club.

This is a heritage precinct and should be maintained as such which will not happen if the school remains on this site which is their obvious intention when you see their plans for putting more buildings on the Lions lease.

Yours sincerely  
[Redacted Signature]

15482332538	
Shire of Denmark	
13 MAR 2023	
DLED	✓
CEO (60)	✓

**From:** [Claire Thompson](#)  
**To:** [Shire of Denmark - Enquiries](#)  
**Subject:** ISUB2332539 - FW: My Submission  
**Date:** Tuesday, 14 March 2023 4:27:45 PM  
**Attachments:** [Venus.jpg](#)  
[Village Green.pdf](#)

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For inward correspondence.

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**From:** [REDACTED]  
**Sent:** Sunday, March 12, 2023 4:39 PM  
**To:** Claire Thompson <claire.thompson@denmark.wa.gov.au>  
**Subject:** My Submission

Hi Claire,

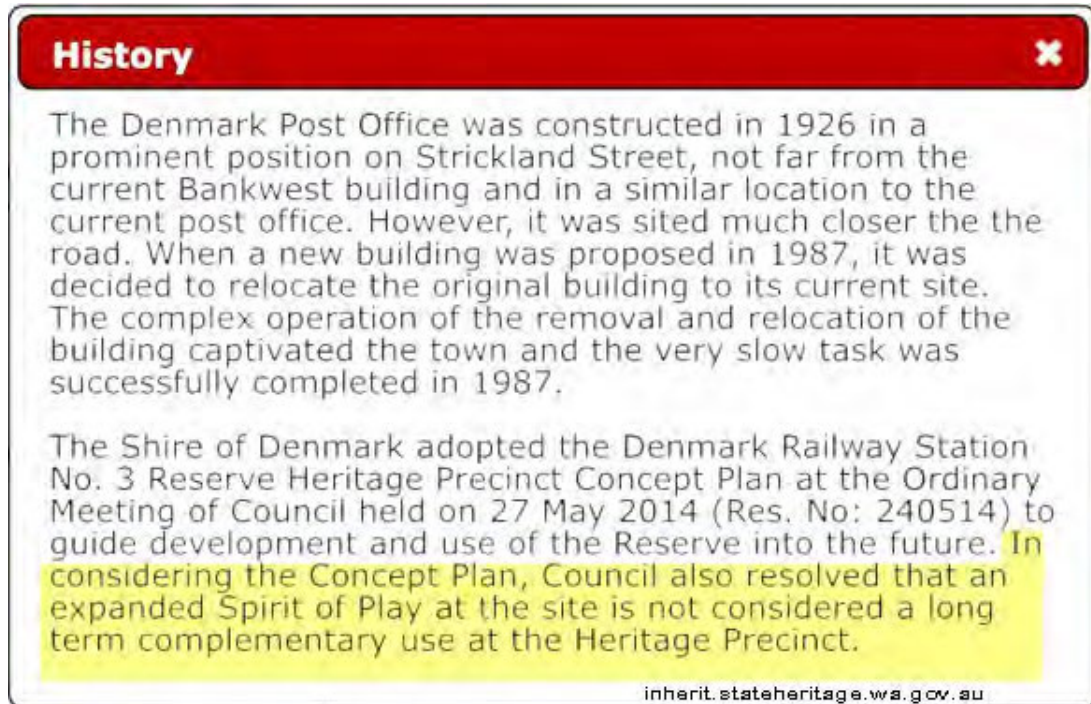
Please forgive me if you've already seen this, but I can't find any indication on my old Mac that I've sent it, and Martin tells me that you acknowledged his email, so I'm making sure it has made it to your computer. I've put a bit of work into this!

With all the negativity that is going around I thought a bit of positive thinking might be in order. This is my suggestion of what could be done with the Denmark Railway Heritage Precinct.

[REDACTED]

But I am haunted by the thought of what could be meant by the label 'Play Feature' that the Kwoorabup School put on the Locomotive Turntable. The thought of this noble piece of machinery being converted into a cutesy Disneyfied playground toy sickens me. To anyone with an Engineering background that is the ultimate example of Cultural Insensitivity. Equivalent of putting a funny moustache on the Venus de Milo!





If only the Council had stuck to its guns!

There is still time to save the **Denmark Railway Station No.3 Reserve Heritage Precinct** from a tragic desecration.

My vision for the site is to firstly develop the entrance. It is too easy to drive past and not notice it. A proper macadamised driveway with white concrete curbing would be a good start. And have it continued on inside; the current dirt and gravel track is a mucky mud lake in winter.

The driveway should be flanked with eye catching items. The Men's Shed guys might want to erect the symbolic Blue Tree on their side, and DMRG could contribute something mechanical. [REDACTED]

To me the most important element is that the entry would flow directly into our 'Village Green' – a tempting attraction, especially if is allowed to be of a good size and ringed with historic buildings. Turning the Stationmaster's House around to face the Green and repositioning it would be a good start. The Old Post Office would make an ideal companion. (and of course they should both be returned to Community use.)

I'm sure the DMRG Shed will blend in here, it already has a blacksmith's Forge which opens toward the Green and its broad verandah is perfect for displaying vintage machines. And of course it is also the Trackside Museum, full of historic interest. The magnificent Oak tree closes the circle perfectly. [REDACTED]

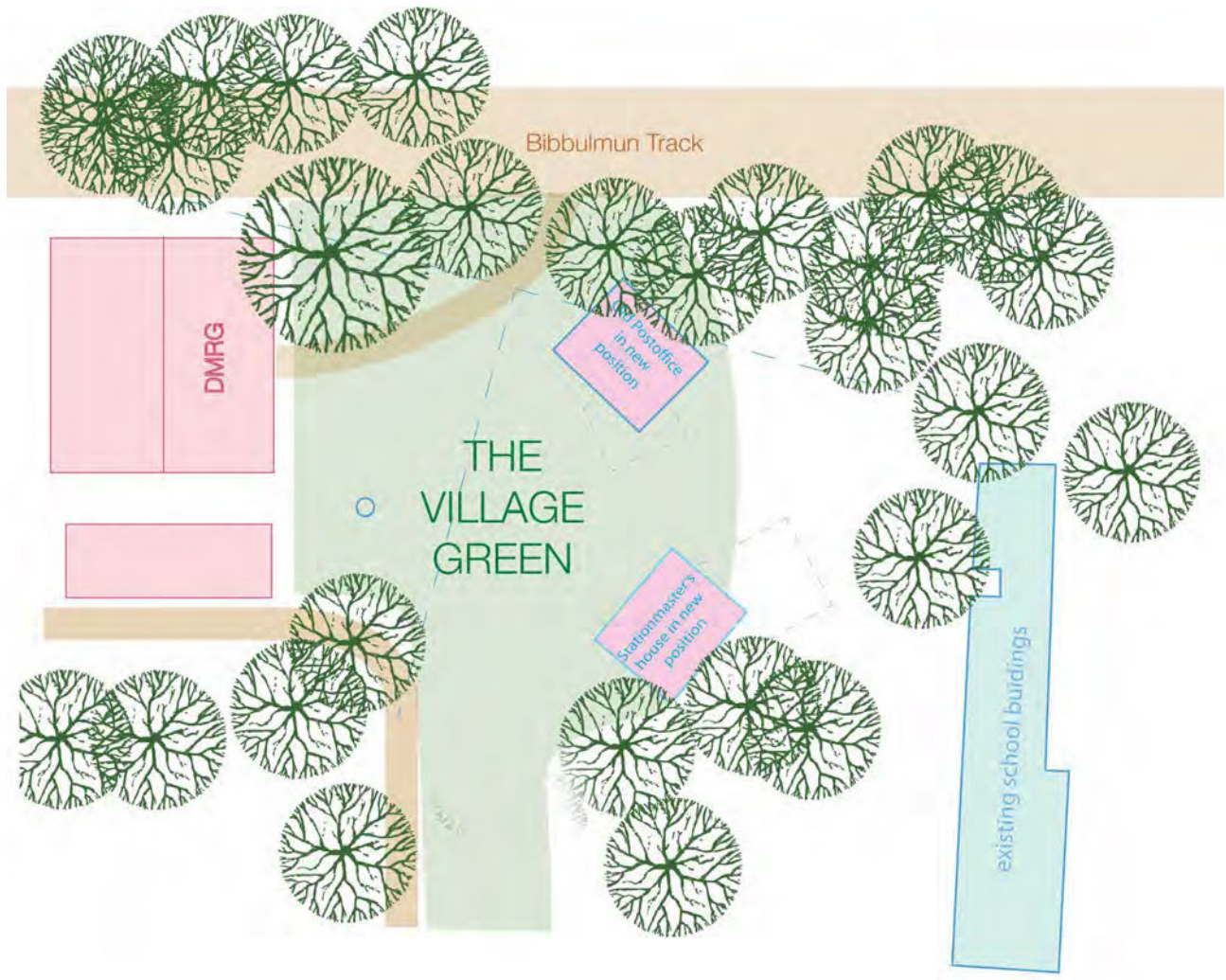
Beyond the Green lies the Railway, marked by strategically place historic railway items - a couple of tall signals and antique crane for example. And there are many opportunities for interactive displays along the Bibbulmun Track. There could be provision for 'pop-up' occasional vendor stands among the shady trees.

In short, the Village Green concept will give the Precinct a central green heart, from which other heritage items can flow.

All this is possible, *but not if the Kwoorabup Nature School is allowed to build classrooms right across the green!*

[REDACTED]  
6th March 2023

Re: Denmark Railway Station No.3 Reserve Heritage Precinct Future Development



A Possible Design for a Village Green at Denmark Railway Station No.3 Reserve Heritage Precinct

**From:** [REDACTED]  
**To:** [Shire of Denmark - Enquiries](#)  
**Subject:** ISUB2362566 - Kwoorabup Nature School Draft Lease  
**Date:** Saturday, 10 June 2023 9:26:43 AM

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Dear Shire Councillors,

My wife and I have read the proposed draft lease for the expansion of Kwoorabup Nature School and find it to be fully acceptable.

In disclosure, we are both in our 70s and are friends with many members of the Lions and also involved with the school via our daughter who teaches there.

On our regular walks past the historical precinct area, we always enjoy the sound of happy children and their teachers bringing the area to life, rather than it being a stale precinct of limited activity with only a small number of retirees using the area.

[REDACTED]

Please stand firm against the oncoming Facebook campaign.

[REDACTED]

--

[REDACTED]

**From:** [REDACTED]  
**To:** [Shire of Denmark - Enquiries](#)  
**Subject:** ISUB2362567 - Lions Lair  
**Date:** Sunday, 11 June 2023 3:27:10 PM

---

With public comment now being asked in relation to the proposed 21yr lease of the Station Master's house to Kwoorabup Nature School, I wish to express my disappointment at events to date. The consequences of previous poor decisions by the shire have contributed to the current issue.

The initial temporary locating of the Spirit of Play should have been just that, temporary. The Historical Precinct has now become an educational precinct due to lease extensions and expansion of the school. The school changed its name but the problem remains the same. The school is in the wrong location.

The Lair is suitable short period use but not suitable as a classroom. It lacks insulation, the toilet is inadequate and as a listed heritage building it needs special approvals to be modified.

The history of 50 years occupation by Lions in the Historical Precinct has been ignored in favour of the school. [REDACTED]  
[REDACTED] my support is for the Lions.

[REDACTED]



**From:** [REDACTED]  
**To:** [Shire of Denmark - Enquiries](#)  
**Subject:** ISUB2362569 - Comment on Proposed Lease to KNS  
**Date:** Monday, 12 June 2023 8:56:59 AM

---

Councillors,

I DO NOT support the Council assisting Kwoorabup Nature School to seek public funds to expand a private school on land that is zoned for community use by way of offering a 21 year lease to the Station Masters House and shed that is currently leased and the 20 year home of the Denmark Lions.

I DO NOT support the decision of Council to transfer the lease of the Station Masters House and shed, currently leased to Denmark Lions, effectively ending their 20 year tenure to 'the Lair' to the Kwoorabup Nature School effectively leaving Denmark Lions homeless and other groups on the site vulnerable to the school's proposed expansion.

I DO SUPPORT the removal from the site the Station Masters House and shed to be relocated to its original site at the corner of Crellin Street and Hollings Road at a cost to be met by the Kwoorabup Nature School.

I DO NOT SUPPORT a 21 year Lease to the Kwoorabup Nature School (private school) on land zoned for community use.

Aside from Cr Phillips, to me, for the remainder of you, [REDACTED]  
[REDACTED] I will be contacting Minister Carey directly on this matter.

[REDACTED]



Denmark WA 6333

The Chief Executive Officer

Shire of Denmark

PO Box 183

Denmark WA 6333

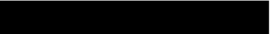
Dear Sir,

Kwoorabup Nature School (KNS) Lease

Ref: Shire of Denmark council minutes, April 18<sup>th</sup> 2023

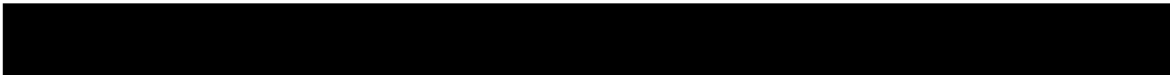
ISUB2362570	
Shire of Denmark	
09 JUN 2023	
GC	✓

I am concerned and quite appalled that the Shire councilors have, in principle, supported the lease extension sought by the above school on a designated community area. I know of no-one who is against the school in Denmark, but there are many who think that it is definitely in the wrong place.

The school has been operating on that site for many years, with the complete knowledge and understanding that it was on a temporary lease. It now appears to have  the Shire into providing it with an enlarged area and on a longer lease; which I now feel will be used to further entrench it on the site and will be used to seek a permanent allocation of the land for its private development.

It is a private school and as such, it should be planning and preparing itself for a private facility on its own land – not on public community and heritage zoned land. Such planning seems to have been non-existent thus far in the school's development.

Why not allow it to use some of the land along East River Rd presently under offer to the Steiner School? Here the two schools could develop alongside each other and perhaps even develop and share some facilities.



Yours faithfully,



8<sup>th</sup> June 2023

Denmark Shire

[enquiries@denmark.wa.gov.au](mailto:enquiries@denmark.wa.gov.au).

13 June 2023

Re: Public comment – Lease agreement on the Kwoorabup Nature School Lease

I object to the Proposed Lease Agreement for Kwoorabup Nature School and the current Councils decision to evict the Lions from the “Old Station Masters House”.

The Council current decision has totally disregarded the huge contribution the Lions has made and continues to make to the social fabric of Denmark Community. They have occupied the Station Masters House for the past 20 years using this as a base for their work in the community.

The Councils current decision reneges on the Denmark Shires commitment to the community to develop a Historical Precient at this site for all the community on what is Public Land. All of this reserve should be accessible to the public at all times and should remain so.

**The current Council by not renewing the Lion’s lease, diminishes all the years the Lions have contributed to this community and sends a very concerning message that the Lions are irrelevant in today’s Denmark.**

██████████

██████████

██

████████████████████

**From:** [REDACTED]  
**To:** [Shire of Denmark - Enquiries](#)  
**Subject:** ISUB2362573 - Kwoorabup Private School v Lions  
**Date:** Tuesday, 13 June 2023 3:11:37 PM

---

To whom it may concern

I DO NOT support the Council assisting Kwoorabup Nature School to seek public funds to expand a private school on land that is zoned for community use by way of offering a 21 year lease to the Station Masters House and shed that is currently leased and the 20 year home of the Denmark Lions.

I DO NOT support the decision of Council to transfer the lease of the Station Masters House and shed, currently leased to Denmark Lions, effectively ending their 20 year tenure to 'the Lair' to the Kwoorabup Nature School effectively leaving Denmark Lions homeless and other groups on the site vulnerable to the school's proposed expansion.

I DO SUPPORT the removal from the site the Station Masters House and shed to be relocated to its original site at the corner of Crellin Street and Hollings Road at a cost to be met by the Kwoorabup Nature School.

I DO NOT SUPPORT a 21 year Lease to the Kwoorabup Nature School (private school) on land zoned for community use.

Regards,

[REDACTED]



**From:** [REDACTED]  
**To:** [Shire of Denmark - Enquiries](#)  
**Subject:** ISUB2362575 - Submission - Kwoorabup Nature School Draft Lease  
**Date:** Tuesday, 13 June 2023 10:12:15 PM

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To Whom It May Concern,

I am deeply disturbed with the decision the Council has made for the extended lease to the Kwoorabup Nature School at the Heritage Precinct.

I do not support the Council assisting a private school to expand on land that is zoned for community use or any rezoning of this land for the benefit of Kwoorabup Nature School or any other educational use.

I do not support a 21 year lease being granted to the Kwoorabup Nature School and for the expansion to the Station Masters House and shed. This would leave other not for profit and charity groups, including the Lions Club, vulnerable with no where to go.

The Lions Club are renowned world wide for their community work, and their contribution to this town, over many years, is admirable.

I do support the removal of the Stations Masters House and shed to be relocated to it's original site on Crenlin St and Hollings Rd. The cost of this removal should be met by the Kwoorabup Nature School.

[REDACTED]

Sent with [Proton Mail](#) secure email.

**From:** [REDACTED]  
**To:** [Shire of Denmark - Enquiries](#)  
**Subject:** ISUB2362577 - Support of Kwoorabup Nature School  
**Date:** Wednesday, 14 June 2023 12:28:42 PM

---

To whom it may concern,

As local residents and parents to a child who attends KNS we fully support the lease over the extended area, including the Old Station Master's House, being granted to KNS on the terms proposed.

We are so grateful to see this expansion as the school is sustainably growing to support local families and their children.

It truly is a beautiful school, we are blessed to have such a choice in Denmark.

I know that being a Nature School and with their strong ethos around the environment and nature all decisions will be done with care.

Kind regards

[REDACTED]

Sent from my iPhone

**From:** [REDACTED]  
**To:** [Shire of Denmark - Enquiries](#)  
**Subject:** ISUB2362578 - Kwoorabup Lease Extension - Comment Period Response  
**Date:** Wednesday, 14 June 2023 12:43:32 PM  
**Attachments:** [image366960.jpg](#)

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Dear Councillors

I am writing to give my support for that draft Kwoorabup Nature School's lease to be granted on the terms proposed.

The improvement in heritage aspects, accessibility, nature play elements, revegetation and care for the surrounding area will benefit Denmark community and community groups.

I support the collaborative approach the school has taken with Lions club to seek a solution that works for both parties and have been saddened by the actions of some of the Lions Club members [REDACTED] [REDACTED] [REDACTED]. Notwithstanding the actions of Lion's members, I support the Kwoorabup Nature School relocating the Lions Club shed, restoring the historical turntable and ash pit and continuing to work together as one community.

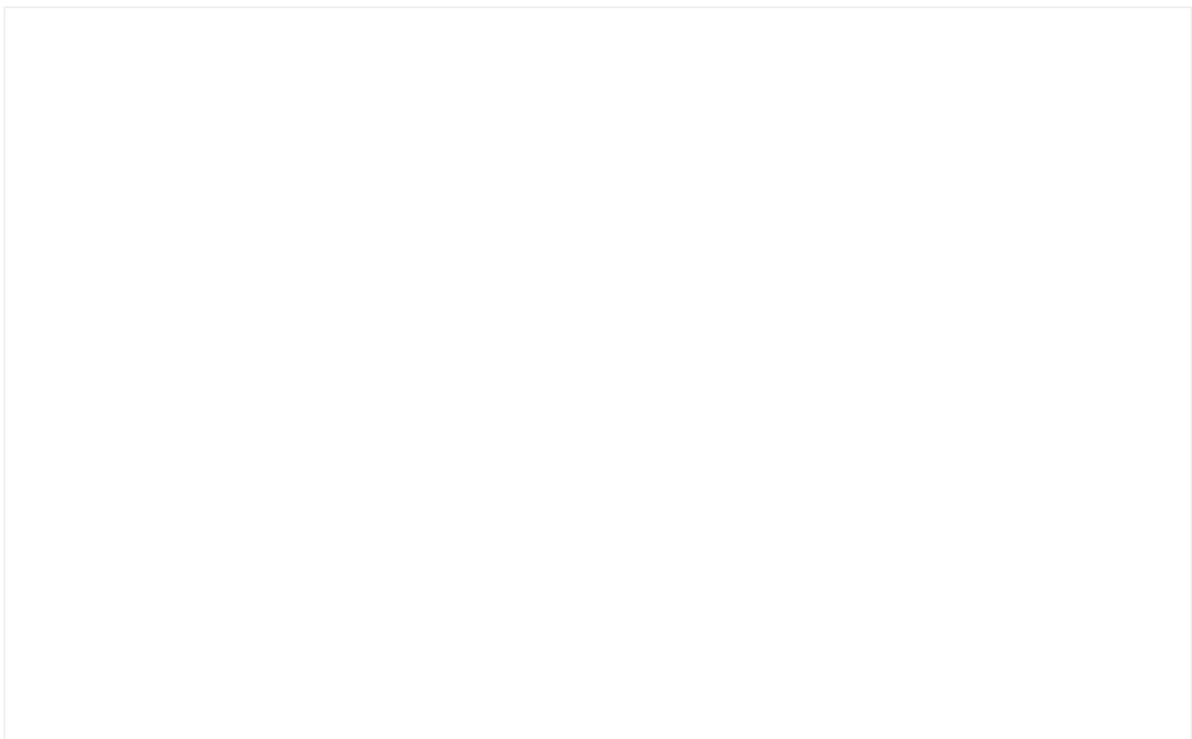
I hope the councillors take full consideration of these points and the value of the school to Denmark families and the broader community and grant the final lease in accordance with the terms proposed.

Kind Regards

[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]



**From:** [REDACTED]  
**To:** [Shire of Denmark - Enquiries](#)  
**Subject:** ISUB2362579 - KNS extension  
**Date:** Wednesday, 14 June 2023 2:21:40 PM

---

To whom this may concern,

We are emailing you to express our full support of Kwoorabup Nature School being granted the lease over the extended area, including the Old Station Master's House, and the terms proposed.

We feel very grateful to have such an incredible school for our children & community and this opportunity to expand for future sustainable growth and generations.

With thanks & Kind Regards,

[REDACTED]

**RE : Submission AGAINST the lease renewal of Kwoorabup Nature School**

As a long term ratepayer and contributor to the community in this Shire for over 40 years, I am totally disgusted at this proposal by the Shire of Denmark, to give a 21 year lease to a private school. What on earth are the councillors and Shire doing, supporting a private entity like this? And setting a planning precedent supporting a private school in an area not designated for this use.

This area was designated as a historical area, to be preserved for the community, not for a private school.

The way the Denmark Lions Club has been treated is abhorrent, and they should be given free reign over the building they have upkeep and occupied over the years. They contribute much more to the whole community than this very small private school does.

To give a lease for 21 years,(far too long) for a meagre sum of \$29,000/per annum, is a slap in the face to ratepayers. And to allow further development of this area, ie, more ugly classrooms, which is not in keeping with the area's designated use.

I think this private school should be made to seek their own land and build their school there, as have the Steiner school.

In the 1980's, the Denmark Playgroup **raised their own funds** and built a playgroup on the highway for the whole of community use, in an area designated for this use.

So why can't this private school do the same – purchase their own area-especially a private school with so few pupils. It's hardly a mainstream school, catering only for a select few, who, for whatever reason, don't attend the other schools available in town.

I go past this area every day and often see rubbish blowing around, either from the school's bins, as the lids are open or from the site. The site looks very messy and unkempt, with regular random additions occurring (eg the wooden arch at the gate), that are not in keeping with this area. There is more debris on the walk/bike path, which is becoming more of a hazard for community members to negotiate. The car traffic, entrances, exits & parking from this school is also a problem, especially as they are situated on a hazardous bend in the road.

This lease should ONLY be given for a minimum of 3-5 years for a cost of \$50,000/pa and the school be asked to seek their own private land on which to build their school, within that time frame.

Regards

14/06/2023



**From:** [REDACTED]  
**To:** [Shire of Denmark - Enquiries](#)  
**Subject:** ISUB2362581 - Objection to the removal of the Denmark Lions from their current location (Station Masters House)  
**Date:** Thursday, 15 June 2023 9:41:16 AM

---

I object to the above plan to remove the Denmark Lions from the Station Masters House and the possible relocation of the buildings. I find this ruling completely un-Australian as it will lead to the demotivation of this wonderful group and a cherished bit of the remaining Australian spirit we have in Denmark. They are our " Modern Day Diggers" and should be just appreciated and supported and not pushed around!

I do not support the rezoning of the above land from community use and I do not support the lease transfer of this site from the Denmark Lions to the Kwoorabup Nature School

Yours Truly

[REDACTED]

To  
Shire of Denmark  
Acting CEO  
Sth Coast Hwy  
Denmark WA 6333

15/06/2023

**Objection towards a 21 years lease offer for the Kwoorabup Nature School**

This 21 years lease offer is not in the interest for most of the Denmark community.

This is a very important public land in our Denmark history. It should be there for everyone not for a private school.

The Lions club has done amazing community work over many years. Don't kick them out  
Now they are going to loose everything including the shed.

[REDACTED]

One of the Kwoorabup statements:

“One of the first things children learn in the world is how to share – let them show you how”

Maybe school's staff should go back and learn a bit more about sharing instead of overtaking.

Regards

[REDACTED]

[REDACTED] Denmark WA 6333

**From:** [REDACTED]  
**To:** [Shire of Denmark - Enquiries](#)  
**Subject:** ISUB2362585 - Kwoorabup Nature School Lease  
**Date:** Friday, 16 June 2023 12:19:21 PM

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To whom it may concern,

I DO NOT support the Council assisting Kwoorabup Nature School to seek public funds to expand a private school on land that is zoned for community use by way of offering a 21 year lease of the Station Masters House and shed that is currently leased and the 20 year home of the Denmark Lions.

The school has had plenty of time to find an alternative site. This should have been done when the student numbers were small and not waited until it had more students to run crying to the shire for more area.

This area used to be a lovely historical site and should have remained as such. Having a school situated there has and will continue to degrade the site.

Regards,

[REDACTED]

**From:** [REDACTED]  
**To:** [Shire of Denmark - Enquiries](#)  
**Subject:** ISUB2362586 - Kwoorabup school lease: 30277, Lot 952 (No. 2)  
**Date:** Friday, 16 June 2023 12:20:06 PM

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Hello

I am writing to lodge my support for the approval of the proposed Kwoorabup Nature School lease extension to include 30277, Lot 952 (No. 2).

It is an important step for both the school and the town to provide families with a selection of high quality primary school options for their children. This is particularly the case given the likelihood of substantial population growth in Australia over the coming 10 - 20 years, which will impact Denmark as well.

Thanks

[REDACTED]

**From:** [REDACTED]  
**To:** [Shire of Denmark - Enquiries](#)  
**Subject:** ISUB2362587 - Kwoorabup nature school lease  
**Date:** Friday, 16 June 2023 12:25:04 PM

---

To whom this may concern

We are opposing the idea of having a school taking over the lions building there is absolutely no way this should have got to this stage!!

As a resident here for more than 25 years my husband and I have been amazed at how it even got to the stage . We've slowly watched changes as add ons have been happening extra class room etc etc, It's a historical building site that needs to remain in its heritage state should have not got to this and wonder how the counsellor's have been allowed!!

I believe there needs to be a better option to class the children in a much better safe area than on a busy corner very congested area opposite a busy caravan park

Our regards

[REDACTED]

Denmark 6333

Sent from my iPhone



**From:** [REDACTED]  
**To:** [Shire of Denmark - Enquiries](#)  
**Subject:** ISUB2362588 - Kwoorabup School Draft Lease  
**Date:** Friday, 16 June 2023 12:33:05 PM

---

David King and Councillors,

The initial temporary lease by school was up to 12 months maximum.

I wish to express my disappointment and disgust at the Denmark Shire Councillors decision to allow a school to push their way in by building permanent buildings when if any they should have been temporary.

The Denmark Lions have been treated very badly. That a group such as Lions who have done so much for this town have been shoved out for no good reason is appalling.

The school should have been advised by Shire that like any other business they should seek to obtain/purchase a site that is suitable for a school.

The lease agreement needs to cease immediately.

Denmark Lions need to have full control of all their buildings and area.

Please acknowledge receipt if this email.

Kind regards,

[REDACTED] Denmark.

Ratepayer.

Sent from my iPad

**From:** [REDACTED]  
**To:** [Shire of Denmark - Enquiries](#)  
**Subject:** ISUB2362589 - Care & Consideration is a community responsibility  
**Date:** Sunday, 18 June 2023 4:53:05 PM

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To All Councillors

18<sup>th</sup> June, 2023

I very strongly and adamantly DO NOT support the decision of the Denmark Council to transfer the lease of the Station Masters House and shed, currently leased to Denmark Lions, effectively ending their 20 year tenure to 'the Lair' to a private school - Kwoorabup Nature School which will effectively be leaving Denmark Lions Club homeless and other groups on the site vulnerable to the school's proposed expansion.

How on earth and in common sense could a small group of supposedly caring members of a community have such total disregard for a long standing volunteer group is beyond understanding and shows a massive lack of regard for a very supportive group of the wider community ??

How did these people get on this council??

Lions Club and its members have not been given any say or consideration and it certainly appears there is a lot of stealth and manipulation of land being used in planning, unethically.

This manipulation and lack of fairness has been noted far and wide, the decisions of this Council are being closely watched, the general public and members of this large community need to be alerted by the uncaring decisions of a few and extremely upsetting to say the least for those that hold Denmark in high regard.

This kind of action can not be allowed to go unchallenged or unquestioned, media in all areas should be informed.

With regards

[REDACTED]

Sent from [Mail](#) for Windows

**From:** [REDACTED]  
**To:** [Shire of Denmark - Enquiries](#)  
**Subject:** ISUB2362590 - Kwoorabup Nature School - Extended Lease Plan  
**Date:** Friday, 16 June 2023 8:30:21 PM

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Would like to provide our families support for the extended plan, which includes the Old Station Master's House, being granted to Kwoorabup Nature School.

[REDACTED]

Sent from [Outlook for Android](#)

**From:** [REDACTED]  
**To:** [Shire of Denmark - Enquiries](#)  
**Subject:** ISUB2362592 - Out for Comment: Kwoorabup Nature School Lease  
**Date:** Saturday, 17 June 2023 12:45:31 PM

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Attn: Shire Councillors

WITHOUT PREDJUDICE

To whom it may concern,

I have been using the Lion's Lair for a few years, twice a week at times - for 1:1 music and dance lessons and my own choreographic and movement practice. If the building is transformed into a classroom, with furniture and accessories, uses of that room are then limited to that purpose and not suitable for any open space needs.

I am bitterly disappointed to be losing this resource at this time, when the influx of new residents means more pressure on all venues and costs of renting a venue rising.

That you, as a council, are prepared to discard a whole community group of people who do good work and contribute to the community, is dismal. The retirees of this town make up a significant portion of our community and dismissing their needs and contribution will lead to division and a lack of involvement of our older residents.

Kwoorabup Nature school has had ups and downs in numbers consistently over the years. Yes, there has been an increase in the number of Denmark residents, but not necessarily the number of residences, or increased capacity of infrastructure to support this growth. How is the shire council planning to accommodate all these extra families in the future?

I understand that the school intends to increase their numbers to 160. In my experience, students in the independent school system have higher absenteeism and more changes in schooling - alternating between different schools and home-schooling. The changeable nature of this population cannot be ignored; the effect being difficulty in realistic planning for future needs.

The school has had opportunities to find another site - I was involved with the school as a parent at this time and reported on a number of properties for the school council. My feeling is that the intention to move the entire school was not strong enough.

The potential increase in revenue from rental income is the only benefit to the Shire that I can see. As an employer, the Kwoorabup nature school pays 20% below award rate, with an expectation of increased hours and insecure employment agreements, renewed yearly; with a change in principal every 3 years. I taught at the school [REDACTED]. As a result of covid and employment conditions, I now work at an Albany school, with better conditions and pay. I feel this employer takes advantage of the lack of employment opportunities in this small community and could do better to support and contribute to the community as a whole.

Many thanks for considering my concerns,

[REDACTED]  
Resident and Rate-payer of Denmark

**From:** [REDACTED]  
**To:** [Shire of Denmark - Enquiries](#)  
**Subject:** ISUB2362593 - Kwoorabup nature school lease feedback  
**Date:** Monday, 19 June 2023 11:10:12 AM

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Dear councillors,

I am writing to give my feedback regarding the proposed lease extension for Kwoorabup Nature School. I would like to highlight that I do not have a child enrolled at the school and consider myself an equal supporter of all schools in Denmark, as well as someone who values the broad range of volunteer organisations within the town.

Taking a big picture view, I think the proposal is reasonable. The school is a strong attractant for young families moving to the region. Given Denmark is an aging town, I think it would be foolish to lose the opportunity to grow and invest in the younger population of Denmark. This has potential to increase economic potential and the labour pool in the town. The school is also a significant employer and economic contributor in and of itself. The school pays commercial rent and I see no clear or justifiable reason why they should be restricted in growth.

I am also aware that the school is attracting significant positive interest nationally and internationally and this should be supported and championed as a strength of our town.

I am disappointed that other community groups do not see the obvious opportunities for partnership and growth by sharing the site.

Kind regards,

[REDACTED]





19 June 2023

To: Acting CEO David King [enquiries@denmark.wa.gov.au](mailto:enquiries@denmark.wa.gov.au)

Hon. John Carey BA MLA, Minister for Housing; Lands; Homelessness; Local Government  
[Minister.Carey@dpc.wa.gov.au](mailto:Minister.Carey@dpc.wa.gov.au)

CC: Jane Kelsbie MLA Member for Warren-Blackwood [Jane.Kelsbie@mp.wa.gov.au](mailto:Jane.Kelsbie@mp.wa.gov.au)

Claire Comrie, Chief of Staff, Minister for Housing; Lands; Homelessness; Local Government  
[claire.comrie@dpc.wa.gov.au](mailto:claire.comrie@dpc.wa.gov.au)

Dear Sir/Madam

We have been staunch supporters of the Denmark Lions club for the past 17 years. Their commitment to our community is invaluable and the quiet work they do with our youth is life-changing for many families.

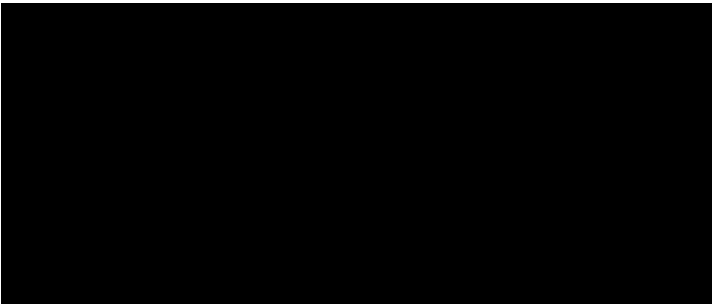
To see the Denmark Council choose to support a private enterprise over this long-standing, dedicated and selfless community group this is unfathomable.

To be clear;

WE DO NOT support the Denmark Council assisting Kwoorabup Nature School to seek public funds to expand a private school on land that is zoned for community use by way of offering a 21 year Lease of the Station Masters House and shed that is currently leased and the 20 year home of the Denmark Lions.

WE DO NOT support the removal from the site the Station Masters House and shed to be relocated to its original site at the corner of Crellin street and Hollings Road at a cost to the Kwoorabup Nature School.

WE DO NOT SUPPORT a 21 year Lease to the Kwoorabup Nature School (or any school or private enterprise) currently on land zoned for community use OR any rezoning to support the use of this land for Kwoorabup Nature School or any future school.



**From:** [REDACTED]  
**To:** [Shire of Denmark - Enquiries](#)  
**Subject:** ISUB2362596 - Kwoorabup Nature School lease  
**Date:** Monday, 19 June 2023 1:35:21 PM

---

Dear Shire councillors and executive

I would like to record my personal support for the decision to extend the Kwoorabup Nature School lease area and tenure.

As a long standing member of the Kwoorabup School community I have been witness to its growth from a tiny single room pre-school to the thriving organisation it is today.

Much of the school's success has been related to the authentic engagement that students hold with the natural treasures that surround them on a daily basis.

This school has organically grown from its location, and much like the Karri trees that surround it, the rhythms and focus of the curriculum have been shaped by the weather patterns and seasonal changes that are only found here, on the banks of the river as it widens into the inlet.

This school is uniquely Denmark, a home grown example of what our community can achieve when provided with the right support and enough space to grow.

I commend the Shire councillors for their courage in making the decision to support the schools growth in this location, and having trust in the schools commitment to working with the other stakeholders and tenants of the reserve in restoring and enhancing the heritage assets.

I am very much looking forward to seeing what will develop in this location as a result of the collaboration of all these people who are so passionate about our heritage, environment and community.

--

[REDACTED]

[REDACTED]

[REDACTED]

**From:** [REDACTED]  
**To:** [Shire of Denmark - Enquiries](#)  
**Subject:** ISUB2362597 - Submission - Support of KNS lease over extended area  
**Date:** Monday, 19 June 2023 1:44:35 PM

---

Hi Shire and Council,

Please take this email as my support for the lease over the extended area including the Old Station Master's House, being granted to KNS on the terms proposed.

We are grateful the Shire and Council has recognised the opportunity for sustainable growth, and the flow on positive impacts to the wider community, including hundreds of local families, children and extended family members.

Thank you,

[REDACTED]

[REDACTED] Denmark WA 6333

**From:** [REDACTED]  
**To:** [Shire of Denmark - Enquiries](#)  
**Cc:** [Claire Thompson](#)  
**Subject:** ISUB2362601 - Kwoorabup nature school lease submission  
**Date:** Monday, 19 June 2023 3:58:01 PM  
**Attachments:** [Screenshot\\_20230616-170450\\_Gallery.jpg](#)

---

This submission is to request that the "Public Shared Area" be excised from the lease and all references to it be deleted from the lease document, other than the requirement to clean it up and refurbish the damage due to previous neglect by the school.

There is potential to develop the railway heritage aspects already begun by the Denmark Machinery Restoration Group to make the precinct into a first class tourist attraction along a railway line stretching from the turntable to the men's shed.

The school has publicly stated that they will be in a position to return one of the heritage buildings to the Shire in 2025. This would have to be the Post Office since the stationmaster's house will be a kindergarten in the centre of the proposed school lease. The post office building can then be used as a genuine public space as part of the heritage display.

If the area continues as a playground there will be no incentive to invest time, money or effort into making it into a tourist attraction.

Up until now the sharing concept has not worked because the public are understandably wary of being in a school playground and have on occasion been warned off by school staff.

This will not change unless the school's involvement in the area is removed and the school premises fenced off from it.

It is unlikely that the Shire would tolerate 160 children climbing on the tree top walk five days a week. The heritage infrastructure and the area's use as a playground are incompatible.

The school administrators have repeatedly expressed their willingness to be good neighbours with the other tenants (Apart from the Lions) and with the Denmark community in general. This is an opportunity to show that their desire for cooperation is genuine.



[REDACTED]

Sent from my Galaxy







**From:**   
 [Shire of Denmark - Enquiries](#)  
**Cc:** [Claire Thompson](#)  
**Subject:** ISUB2362601 - Kwoorabup nature school lease submission  
**Date:** Monday, 19 June 2023 3:58:01 PM  
**Attachments:** [Screenshot\\_20230616-170450\\_Gallery.jpg](#)

---

This submission is to request that the "Public Shared Area" be excised from the lease and all references to it be deleted from the lease document, other than the requirement to clean it up and refurbish the damage due to previous neglect by the school.

There is potential to develop the railway heritage aspects already begun by the Denmark Machinery Restoration Group to make the precinct into a first class tourist attraction along a railway line stretching from the turntable to the men's shed.

The school has publicly stated that they will be in a position to return one of the heritage buildings to the Shire in 2025. This would have to be the Post Office since the stationmaster's house will be a kindergarten in the centre of the proposed school lease. The post office building can then be used as a genuine public space as part of the heritage display.

If the area continues as a playground there will be no incentive to invest time, money or effort into making it into a tourist attraction.

Up until now the sharing concept has not worked because the public are understandably wary of being in a school playground and have on occasion been warned off by school staff.

This will not change unless the school's involvement in the area is removed and the school premises fenced off from it.

It is unlikely that the Shire would tolerate 160 children climbing on the tree top walk five days a week. The heritage infrastructure and the area's use as a playground are incompatible.

The school administrators have repeatedly expressed their willingness to be good neighbours with the other tenants (Apart from the Lions) and with the Denmark community in general. This is an opportunity to show that their desire for cooperation is genuine.



Sent from my Galaxy

  
Denmark WA 6333

19<sup>th</sup> June 2023

CEO, David King, and Shire Councillors  
Shire of Denmark

**Kwoorabup Nature School lease submission.**

Dear David & Councillors

The council has recently approved a large extension to Kwoorabup Nature School (KNS)'s lease within the Denmark Historical Railway Precinct (DHRP). Submissions have been requested regarding this lease.

The Denmark Historical Railway Precinct (DHRP) is one of the most historical sites in Denmark. It has been recognised and classified as such by the Shire and is public land. It is important that it be preserved and made into a viable tourist attraction.

The main request of this submission is that the "Public Shared Area" containing the turntable, ash pit shown in pink, plus the old Post office in the attached plan be excised from the lease. It is understood that the school has stated that they will return one of the two heritage buildings to the Shire in 2025. This would be the Post Office since the stationmaster's house will be in the centre of the proposed school lease. The Post Office building can then be used as a focal point of the Historical Railway Precinct and developed into a mini-Museum or similar.

The Denmark Men's Shed (DMS) and the Denmark Machinery Restoration Group (DMRG) have already been working on developing the precinct to promote its railway heritage as a tourism attraction. Railway track and a station platform have been built. They are keen to formulate plans for the restoration of the turntable/ash pit area, however, using this "Public Shared Area" area as a children's playground is incompatible with its use by the public, and any attempted restoration/ development by the DMRG and DMS

Excise these areas from the lease!

Yours Sincerely




**From:** [REDACTED]  
**To:** [Shire of Denmark - Enquiries](#)  
**Subject:** ISUB2362603 - Public comment Kwoorabup school lease  
**Date:** Monday, 19 June 2023 6:06:10 PM

---

Re: Public comment – Lease agreement on the Kwoorabup Nature School Lease  
I object to the Proposed Lease Agreement for Kwoorabup Nature School and the current Councils decision to evict the Lions from the “Old Station Masters House”.  
The Council current decision has totally disregarded the huge contribution the Lions has made and continues to make to the social fabric of Denmark Community. They have occupied the Station Masters House for the past 20 years using this as a base for their work in the community.

The Councils current decision reneges on the Denmark Shires commitment to the community to develop a Historical Prescient at this site for all the community on what is Public Land. All of this reserve should be accessible to the public at all times and should remain so.

The current Council by not renewing the Lion’s lease, diminishes all the years the Lions have contributed to this community and sends a very concerning message that the Lions are irrelevant in today’s Denmark.

[REDACTED]  
19/06/2023  
[REDACTED]

**From:** [REDACTED]  
**To:** [Shire of Denmark - Enquiries](#)  
**Subject:** ISUB2362604 - proposed lease extension for Kwoorabup Nature School Denmark  
**Date:** Monday, 19 June 2023 7:43:03 PM

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Dear Sir/Madam

I would like to submit my support for the above Lease extension.

I support the lease over the extended area, including the Old Station Master's House, being granted to Kwoorabup Nature School on the terms proposed.

My grandchildren have attended this school for the past 3 years and I am very grateful that we have this opportunity for sustainable growth.

This school provides a wonderful, caring, relaxed environment for the students to learn and play in.

This school is a credit to our community.

Thankyou

Regards

[REDACTED]

[REDACTED] Denmark.

Sent from [Mail](#) for Windows



**From:** [REDACTED]  
**To:** [Shire of Denmark - Enquiries](#)  
**Subject:** ISUB2362605 - proposed lease extension for Kwoorabup Nature School Denmark  
**Date:** Monday, 19 June 2023 7:52:19 PM

---

Dear Sir/Madam

I would like to submit my support for the above Lease extension.

I support the lease over the extended area, including the Old Station Master's House, being granted to Kwoorabup Nature School on the terms proposed.

My grandchildren have attended this school for the past 3 years and I am very grateful that we have this opportunity for sustainable growth.

This school provides a wonderful, caring, relaxed environment for the students to learn and play in.

This school is a credit to our community.

Thankyou

Regards

[REDACTED]

[REDACTED] Denmark



Virus-free. [www.avast.com](http://www.avast.com)

**From:** [REDACTED]  
**To:** [Shire of Denmark - Enquiries](#)  
**Subject:** ISUB2362606 - Kwoorabup Nature School/ Historical Site  
**Date:** Monday, 19 June 2023 9:15:31 PM

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To Denmark Councilors

Hi my name is [REDACTED]. I have lived in Denmark for nearly 40yrs.

While I believe Kwoorabup Nature School to be a wonderful school I strongly am against them Settling on the historical site.

Reserve 30277-lot 952, deposit plan 39348 certificate of title LR3128 folio 655  
Under the management order made under section 46 of the land administration Act, 1997, under which The land was vested in the Lesson to be held for the purpose of historical precinct, recreation and community purpose.

This site should be left to reflect the history of our town. History of all towns, countries and cultures should be respected and preserved.  
That's why in 1997 it was preserved to be a historical precinct. Which I feel it should stay.

The turntable (The only one in western Australia dating back to 1897 if not, Australia ) the ash pit, the station Masters house, the old post office (which was donated by Mary Rose, who was a resident of Denmark)ect.

All these things will be lost to the community as education sites and public cannot mix on the same ground. There are too many rules and regulations these days to allow that for safety reasons. As for children playing on things like the turntable, [REDACTED]. A lot of volunteer time and effort has gone into the preserving of these things. This site also sits on a busy road with children running around everywhere. How long before it's fenced off and the public can't get in

Also growing school will need more buildings. So what's next the man shed.  
This site should be preserved for the public and the historical society also community groups like the lions who have been in this town doing good for over 50 years. They have spent 20 years on this site. There are so many projects in this town that the lions have given their time too, take the time to go out and have a look. apart from their firewood collection, looking after the elderly and the cemetery ect. There are other groups that use this site too. Denmark embroiderers, Violin teacher, Dance lessons, Black Dog ride

I feel the school has had plenty of time to organise a new site, There have been plenty of them on the market and it's time for them to move forward.

Yours faithfully  
[REDACTED]

**From:** [REDACTED]  
**To:** [Shire of Denmark - Enquiries](#)  
**Subject:** ISUB2362607 - KWOORABUP NATURE SCHOOL  
**Date:** Tuesday, 20 June 2023 6:04:20 AM

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I DO NOT support the Council assisting Kwoorabup Nature School to seek public funds to expand a private school on land that is zoned for community use by way of offering a 21-year lease of the Station master's House and shed that is currently leased and the 20-year home of the Denmark Lions.

I I DO NOT support the Council assisting Kwoorabup Nature School to seek public funds to expand a private school on land that is zoned for community use and is located in an environmentally sensitive area.

I DO NOT SUPPORT the ongoing use of a public space for a private enterprise.  
KWOORABUP NATURE SCHOOL should be required to adhere to the intent of their original lease and only remain on the site as temporary location while purchasing land more fit for their purpose.

I DO NOT support the decision of Council to transfer the lease of the Station master's House and shed, currently leased to Denmark Lions, effectively ending their 20-year tenure to 'the Lair' to the Kwoorabup Nature School effectively leaving Denmark Lions homeless and other groups on the site vulnerable to the school's proposed expansion.

I DO NOT SUPPORT a 21-year Lease to the Kwoorabup Nature School (private school) currently on land zoned for community use OR any rezoning to support the use of this land for Kwoorabup Nature School or any future school use.

I DO SUPPORT the removal from the site the Station master's House and shed to be relocated to its original site at the corner of Crellin Street and Hollings Road at a cost to be met by the Kwoorabup Nature School.

[REDACTED]

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**From:** [REDACTED]  
**To:** [Shire of Denmark - Enquiries](#)  
**Subject:** ISUB2362608 - Support for Kwoorabup Nature School lease  
**Date:** Tuesday, 20 June 2023 10:23:14 AM

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Dear Denmark Shire Council

I write to express my infinite support for everything that Kwoorabup Nature School currently provides and represents.

I specifically write to show my support for the proposed lease over the extended area, including the Old Station Master's House, being granted on the terms the school has proposed.

To create, manage, lead and grow a school such as Kwoorabup Nature School takes extraordinary bravery, authentic passion and significant educational expertise. The school's philosophy is steeped in both empathy and evidence. Research keeps showing the benefits for children of developing emotional intelligence, creativity, immersion in nature, inquiry based learning...all the things this school does whilst collaterally tracking the Australian curriculum. It's no easy feat to teach in this multi-dimensional way and I am so grateful for the teachers that provide these gifts to our children.

In 2020, we emptied out our house of 20 years, sold our business and left our family to literally move across the continent for our children to attend Kwoorabup Nature School. The logistics and emotions of moving were not easy but once we had discovered and researched Kwoorabup Nature School (then known as Spirit of Play), it was clear cut for us that it was the school for our family. Our daughters have thrived and as parents, we have felt completely embraced by the School community.

The location of the school is integral to the essence of the school. The surrounding bush, the River, "Sparksville" - the setting of the school embodies the school's philosophy of weaving nature, history and culture into learnings. This site's natural and historical features are pivotal for allowing the deep connections for not only the children, but the entire school community, to the land.

I sincerely hope that Council will approve the School's request for a lease extension so that the School can continue to offer extraordinary educational opportunities for Denmark children.

Kind regards

[REDACTED]

Sent from my iPhone

JSUB 2362609	
20 JUN 2023	
GC	



Denmark WA 6333

The Chief Executive Officer  
 Shire of Denmark  
 Denmark WA 6333

Dear Sir,

Re: Community input regarding the proposed Kwoorabup Nature School (KNS) Lease

I would like to register my strongest possible opposition to the "in principle" agreement the Denmark Shire has accepted regarding the extension (both time and area) of the lease for the above school.

The lease area is a valuable community asset now being used by several important and functional community groups and the whole of this reserve should be available for widespread community access, as originally proposed when the reserve was designated as a historical precinct.

The KNS has been operating in the reserve area under a temporary lease which has been extended several times to the exclusion of general community members from portions of the reserve. The school has grown beyond its original concept with a stated aim to continue this growth. It is essential that the school now faces up to its responsibilities and continues its next phase of growth on its own land – not public community land. Planning for this expansion on private land should have been part of the school's business plan from the start.

From the time the school was first established, it was known that the lease was a short term agreement – both by the school and the general community. It is totally unacceptable that the school operators now seem to believe that the school has some long term (leading to permanent?) right to this public asset.

The school is a private educational institution and should accept its responsibility to provide the facilities to continue its function as such; not rely on exclusive use of public and community land.

For the Shire to now extend the lease area and displace the Lions Club and other community groups from accessing their public facilities is a travesty. It reflects very poorly on the Shire's attitude towards the general community of Denmark.

I know of no-one who is against the school in Denmark, but there are many who think, as I do, that it is definitely in the wrong place.

Why not allow it to use some of the land along East River Rd presently under offer to the Steiner School? Here the two schools could develop alongside each other and perhaps even develop and share some facilities.

Yours faithfully,





**From:** [REDACTED]  
**To:** [Shire of Denmark - Enquiries](#)  
**Subject:** ISUB2362610 - Kwoorabup Nature School lease extension  
**Date:** Tuesday, 20 June 2023 2:12:16 PM

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Hello

I am writing to support the proposal of the lease extension sought by Kwoorabup Nature School.

As a qualified teacher, I admire the ethos and model of the School and believe they add a meaningful and progressive educational option for Denmark families.

The location of the school allows it to make the most of its proximity to the forest, river, inlet and heritage trails as it educates students about local flora and fauna, instills an appreciation for the history of the first Australians, town and region while connecting them with the broader community.

This school is an asset to Denmark that embodies many values of the wider community and should be supported as it grows in a responsible and sustainable manner.

Regards

[REDACTED]

**From:** [REDACTED]  
**To:** [Shire of Denmark - Enquiries](#)  
**Subject:** ISUB2362611 - Support for the Expansion of the Kwoorabup Nature School Lease  
**Date:** Tuesday, 20 June 2023 3:19:18 PM

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Kaya Denmark Council,

I wanted to offer my reflections and support for the proposal for the expansion of the Kwoorabup Nature School (which has been distributed for public consultation after the 18th April 2023 Council Meeting).

### Understanding the Issue

I understand that there appears to be a tension between the appropriate support and recognition for our Lions Club (and their use of facilities) and the Kwoorabup Nature School's need for more space as demand for student places rises.

Firstly; I want to thank the Lions Club for the great work that they do in the community. Country towns thrive on volunteerism and an inclusive sense of community, and the Lions Club has many runs on the board of delivering just that. I don't believe that anyone wants to see the Club disadvantaged, or diminished in any way moving forward.

From what I understand of the request from Kwoorabup Nature School, there is the desire to utilise the same building that the Lions Club currently rents for classroom space. There was one period of time where the room is currently used during class hours (that the school has offered to accommodate) and the rest of the time the Lions Club would still be able to use the room at their normally scheduled times. I also believe that the Kwoorabup Nature School (whilst making significant use of the current facilities, which personally I love to see heritage spaces being brought into the consciousness of young people) is happy to collaborate and share the reserve with other community organisations. After all; Kwoorabup Nature School is a not-for-profit registered charity and a community organisation in its own right. I believe that the school has also contributed significant investments into maintaining and revitalising the spaces at the reserve, and bringing community in to utilise those spaces.

Apart from perhaps a feeling of a lack of recognition for the work the Lions Club does, I am not aware of any actual or logistical barriers to this space being shared.

### Our Personal Experience

A bit about us; we moved to Denmark in [REDACTED] 2021 from [REDACTED] to be closer to my parents in [REDACTED], and to raise my (now nearly 6 year old) in the beautiful Great Southern. The presence of Kwoorabup Nature School (then: Spirit of Play) as an option for my child (a school that follows the WA Curriculum, but provides strengths-based learning opportunities embedded in nature and natural settings) was a key consideration in deciding to move here. We confirmed my kid's place whilst in Melbourne before making the move. We are now into just over 1 year of purchasing our first home here in Denmark, and have no intention of moving anywhere else.

After two years of lockdown in Melbourne, my child has some anxiety of crowded spaces, loud noises, and is working through some sensory processing issues. I cannot imagine a more supportive, proactive, and safe space for my child to thrive than what he has received in care at Kwoorabup Nature School in his last year and 1 term there.

I'm also aware of the rapid growth of families and the number of school aged children in the region. The current offerings of Denmark Primary School, the Steiner School, and Kwoorabup Nature School allow not only for the accommodation of expanded numbers of school aged children (noting that the Steiner School is now expanding into high school years) but for a diversity of learning modes and styles. This has been so important for our family.

The school's location with access to natural spaces and trails, as well as being close to town for cycling/walking is a huge advantage to model sustainable living practices and connection with place to our children. This really is a fantastic location for the school.

#### Conclusion

Thanks so much for reading this far, and for your stewardship at the Shire. In summary, I would like to lend my support as a rate paying resident of Denmark/Kwoorabup to the proposal to expand the Kwoorabup Nature School's lease and access to facilities.

Yours truly, and for community,



**From:** [REDACTED]  
**To:** [Shire of Denmark - Enquiries](#)  
**Subject:** ISUB2362612 - Support of lease for Kwoorabup Nature School  
**Date:** Tuesday, 20 June 2023 4:12:06 PM

---

Dear Denmark Shire President and Councillors,

Please register my **support for the acceptance** of the draft lease for Kwoorabup Nature School over the extended area including the Old Station Masters house.

I see it as great step of forward thinking for the council to push forward and accept the lease. For many years the area has been used for education purposes, seeing the kids on walkabout in the early years is one of the reasons we send our kids to the school, our eldest has been there since playgroup, he celebrated his 1st Birthday there (he is now 8), he loves that school with a passion.

The surrounds of the school are perfect, and the space is fully utilised which is so important. We can see how the next generation are learning to have a better understanding and knowledge of the historical value of the area and the importance of caring for country.

The collaboration with the Noongar elders, and the understanding and respect of country builds a new history for Denmark upon the old.

Yours Faithfully

[REDACTED]

[REDACTED]

Mob: 0488 752 561

**From:** [REDACTED]  
**To:** [Shire of Denmark - Enquiries](#)  
**Subject:** ISUB2362613 - Kwoorabup Nature School  
**Date:** Tuesday, 20 June 2023 5:59:29 PM

---

To Denmark Shire,

I am writing to express my support for the lease of Kwoorabup Nature School over the extended area including the Old Station Masters house on the terms the school has proposed.

My two children have been attending the nature school since the beginning of the year and in that time they have learnt so much about the history of the local area.

They deeply respect and care for the land and want contribute to a healthy future of this environment.

This opportunity will provide sustainable growth for the school and have a big positive impact on the future of our community and environment of Denmark.

Regards,

[REDACTED]

Sent from my iPhone



**From:** [REDACTED]  
**To:** [Shire of Denmark - Enquiries](#)  
**Subject:** ISUB2362614 - Kwoorabup Nature School Expansion  
**Date:** Tuesday, 20 June 2023 7:02:36 PM

---

Good Evening,

Hi I'm [REDACTED] and I'm writing as a local resident in the Denmark shire to show my support for the Kwoorabup Nature Schools expansion.

I believe that growing and nurturing the children and their environment within this school will be a blessing for this town for years to come.

Warm regards,

[REDACTED]

Sent from my iPhone

**From:** [REDACTED]  
**To:** [Shire of Denmark - Enquiries](#)  
**Subject:** ISUB2362616 - Kwoorabup School expansion  
**Date:** Wednesday, 21 June 2023 1:54:28 PM

---

Hi Shire and Council,

Please take this email as my support for the lease over the extended area including the Old Station Master's House, being granted to KNS on the terms proposed.

We are grateful the Shire and Council has recognised the opportunity for sustainable growth, and the flow on positive impacts to the wider community, including hundreds of local families, children and extended family members.

Kind regards,

[REDACTED]

**From:** [REDACTED]  
**To:** [Shire of Denmark - Enquiries](#)  
**Subject:** ISUB2362617 - Draft Kwoorabup Nature School Lease submission  
**Date:** Wednesday, 21 June 2023 4:13:34 PM

---

Thank you for giving the opportunity to comment on the draft lease.

I will not comment on the substantive issue of whether the lease should be entered into (since this decision has already been made by the councillors without giving the public the opportunity be involved) except to congratulate the employees of Denmark Shire for the quality of their recommendation to Council. As with other recommendations on recent issues I have read, I thought the recommendation was balanced and well considered.

As for the draft lease, my concern is with the Heritage Rail Trail. I make the following observations:

1/ Annexure 1 - Sketch of Premises includes references to “Pedestrian + maintenance access only” and “Pedestrian, maintenance + disabled access”. The Heritage Rail Trail is not part of the area subject to the lease and I do not think there should be any explicit or implied restriction on the use of the Heritage Rail Trail included in the lease document. The Heritage Rail Trail is currently used by walkers, cyclists, horse riders and vehicles for maintenance, emergencies etc. I do hope that this small section of the Heritage Rail Trail is not going to be treated differently to the rest of it.

2/ The Heritage Rail Trail in the area by the “Shared Use Area” is currently used by the school as a play ground and is sometimes effectively blocked by their activities and bits of wood etc that they put there. I do not think the Heritage Rail Trail should be used as part of the school's play ground and the lease should specifically state this.

3/ Whilst not entirely relevant to the draft lease, I note that the Heritage Rail Trail is almost blocked adjacent to the “Shared Use Area” by some large shrubs which I believe to be *Melaleuca nesophila* (Showy Honey-Myrtle). This species does not naturally occur in Denmark Shire (refer to Florabase profile for the species <https://florabase.dpaw.wa.gov.au/browse/profile/5943>) so the shrubs have presumably been planted at some point and are now rather overgrown - it is a commonly cultivated species. This exacerbates the use by the school of the area as a playground. I suggest that consideration is given to either removing or at least heavily pruning these shrubs.

Regards  
[REDACTED]

**From:** [REDACTED]  
**To:** [Shire of Denmark - Enquiries](#)  
**Subject:** ISUB2362618 - Kwoorabup Nature School  
**Date:** Wednesday, 21 June 2023 8:16:02 PM

---

Hello

I support the expansion of Kwoorabup Nature School.

Warmly

[REDACTED]

Sent from my Galaxy

**From:** [REDACTED]  
**To:** [Shire of Denmark - Enquiries](#)  
**Subject:** ISUB2362619 - Support the expansion of KNS lease area  
**Date:** Wednesday, 21 June 2023 8:24:06 PM

---

Dear Councillors

I am writing to give my support for Kwoorabup Nature School's extended lease area and the draft lease.

Our family is deeply honoured to be a part of this school, giving our children such a unique education opportunity that we didn't know was possible until we started learning about the school. This school is a huge part of the reason we moved here.

There is an increasing demand for nature-based learning not only here in Denmark but nationally and internationally as well. We couldn't believe there was one down south when we started looking, originally thinking we would have to end up in QLD to find anything similar.

The location of the school is a key feature for this school to succeed as a nature school and our family in deciding where to send our children.

As a not-for-profit community organisation, the school promotes collaboration and a sense of shared community.

Sincerely,  
[REDACTED]



**From:** [REDACTED]  
**To:** [Shire of Denmark - Enquiries](#)  
**Subject:** ISUB2362620 -  
**Date:** Wednesday, 21 June 2023 8:52:14 PM

---

I am writing to inform that I support the expansion of the Kwoorabup Nature School lease are, and the draft lease.

Kind regards,

[REDACTED]

**From:** [REDACTED]  
**To:** [Shire of Denmark - Enquiries](#)  
**Subject:** ISUB2362621 - Kwoorabup Nature School expansion  
**Date:** Wednesday, 21 June 2023 8:26:57 PM

---

Hi,

I support the expansion of the Kwoorabup Nature School lease area, and the draft lease.  
This school is a really special part of what makes Denmark a wonderful community to bring our kids up in.

Thanks

[REDACTED]

**From:** [REDACTED]  
**To:** [Shire of Denmark - Enquiries](#)  
**Subject:** ISUB2362622 - Support of kwoorabup expansion  
**Date:** Thursday, 22 June 2023 10:06:53 AM

---

> Hi There,

>

> Just sending through my support of the kwoorabup school expansion. I feel this school offers such an important contribution to our community. My son attends the school and he is learning to take care of his local environment and learning about native flora and fauna.

>

> The children that attend the school are learning to make valuable contributions to their local community. By expanding the school you are allowing more families to be a part of this.

>

> Warm Regards,

> [REDACTED]

>

> [REDACTED]

ISUB2362623

Shire of Denmark

22 JUN 2023

GC



We, the undersigned, Support The Denmark Lions Club In Their Efforts to retain the Historic Old Stationmaster's House For Their Clubhouse

Name (Please Print)	
ROBIN MOIR	
Bob MOIR	
BOB SEENEY	
TONY FARRAGE	
M. Kelly.	
TEARL LUKEY	
BRETT LUKEY	
KEITH MALCOLM	
SUSAN MALCOLM	
ROBERT MULLISAN	
KAREN GREGORY	
BARRY REDFERN	
Penny Morse	
Judy Boardman	
DAMIAN FRENCH	
Sally Ingham	
CAROL ALMOND	
Alana Lector	
Catherine Burges	
Shari Bolitho	
JACQUELINE LEE	
G. Veat	
B. Nicholls	
R. Ashton	
A. NICHOLLS.	

**We, the undersigned, Support The Denmark Lions Club In Their Efforts to retain the Historic Old  
Stationmaster's House For Their Clubhouse**

Name (Please Print)	
W BRIGGS	
E WALES	
N. HOWELLS	
C DONOVAN	
ASH MURCH	
ERICA MERCER	
MAC DICKIE	
R. Thom	
H. SCANLAN	
STUART YOUNG	
JASNA CUNIC	
STUART BURNFIELD	
GEORGE BURNFIELD	
STAN MARSH	
Kaege White	
Genny White	
ALAN DAVIS	
CANDY DAVIS	
Josh Edmonds	
Ben Farrell	
Margaret Redman	
Naomi De Hert	
Joeri De Hert	
E. PROBST	
K. HUSKING	



**We, the undersigned, Support The Denmark Lions Club In Their Efforts to retain the Historic Old  
Stationmaster's House For Their Clubhouse**

Name (Please Print)	Address (Please Print)	Signature
BERT LINDEN		
Olivia LINDEN		
JANE WADCOCK		
LIND PAULL		
JANE HOLLAND		
PETER PAULL		
Glenda Cooper		
GRAEME BAIN		
Marilyn JOHNS		
Dennis Tapley		
GARY GREEN		
MAUREEN COWDRIE		
<del>NORMAN LOTTON</del>		
<del>BOB WADCOCK</del>		
Hazel Moon		
JEAN BUCKLAND		
JOAN BEVERLEY		
Josephine Brasbait		
SHIRLEY INGLE		
Judy Wilson		
Linda Whitlock		
Juliet Crist		
Sandi Kerr		
<del>JOAN WADCOCK</del>		
B CARLUCCI		

**We, the undersigned, Support The Denmark Lions Club In Their Efforts to retain the Historic Old  
Stationmaster's House For Their Clubhouse**

Name (Please Print)	Address (Please Print)	Signature
DOUG DAVIES		
BOB McGINNESS		
GILL MUMFAY		
Ingrid Jansen - Neel D. Van der		
ROB ORWAY		
Lynn Wilson		
FARQUHAR		
A. Millar		
Sharon Hayes		
Brian Wolfenden		
Aly J. Warburton		
W. G. ...		
IAN MURPHY		
CHRIS MORISON		
Gunn Peterson		
SARAH DUFFIN		
Peter ...		
MARION MARSHALL		
GRIFF ...		
apt. ...		
Skye Gaudet		
Wombat Pierce		
John ...		
KEVIN ...		


**We, the undersigned, Support The Denmark Lions Club In Their Efforts to retain the Historic Old  
Stationmaster's House For Their Clubhouse**

Name (Please Print)	Address (Please Print)	Signature
John Hosking		
LYELL EDWARDS		
MEGAN OAKLEY		
SUZANNE BRENZI		
CHERYL MENESEH		
DES BRENNAN		
VIRGINIA "		
STAN MARCH		
DAWN Stanley		
BRIAN DAVIS		
BARRY NASH		
Peter McRae		
MARINUS Van Vliet		
Jan Hardwick		
Jan Hardwick		
Deby Ravenhill		
Levan Ravenhill		
van Pattinson		
Paul MUGGERIDGE		
Clifford Greenhalgh		
DAVE VERBAKE		
WILL FARQUHARSON		
Meredith Brennan		
Jonathan Campbell-Jarrett		
PAM READ		

We, the undersigned, Support The Denmark Lions Club In Their Efforts to retain the Historic Old Stationmaster's House For Their Clubhouse

Name (Please Print)	Address (Please Print)	Signature
Ryan Christophers		
<del>Rob Dunn</del>		
Karen Short		
TRACEY THOMPSON		
Heather LENTON		
JUDY SARASS		
F. Schlynn		
<del>W. Poole</del>		
CHRISTINA WILK		
+ Nash		
Susan Levin		
Lukas Dodd		
Kelly Howard		
Sue Fire		
Kathery Ross		
Theresa Hughes		
JULIE BENSON		
Elima Sykes		
<del>W. Poole</del>		
Tony Ryan		
W. Hugh Winer		
N. SUMNER		
Tam Osborne		
Steve Hawks		

**We, the undersigned, Support The Denmark Lions Club In Their Efforts to retain the Historic Old  
Stationmaster's House For Their Clubhouse**

Name (Please Print)	Address (Please Print)	City, State, Zip
G. LAWRENCE		P
Dennis Stetton		
Gene Skene		
Van Peacock		



**We, the undersigned, Support The Denmark Lions Club In Their Efforts to retain the Historic Old  
Stationmaster's House For Their Clubhouse**

Name (Please Print)	Address (Please Print)	Signature
S. Donofrio	[REDACTED]	[REDACTED]
R. O'Brien	[REDACTED]	[REDACTED]
T. Gavin	[REDACTED]	[REDACTED]
M. DAVIES	[REDACTED]	[REDACTED]
P. A. CARISE	[REDACTED]	[REDACTED]
T. R. SMITH	[REDACTED]	[REDACTED]
D. W. [unclear]	[REDACTED]	[REDACTED]
Rodney Ross	[REDACTED]	[REDACTED]
L. SPRIGES	[REDACTED]	[REDACTED]
[unclear]	[REDACTED]	[REDACTED]

We, the undersigned, Support The Denmark Lions Club In Their Efforts to retain the Historic Old Stationmaster's House For Their Clubhouse

Name (Please Print)	Address (Please Print)	Signature
Glen Dwyer		
Karen Winer		
KEVIN NADDIASSON		
GARY BURFORD		
John Lang		
Msackly		
BRUCE PAINALE		
ALEX WILLIAMS		
MICHELLE E WOODLAND		
ROB MCCORMACK		
P. Frank		
B. Hughes		
Amoyte		
N. Kincaid		
Keeper White		
Keeper White		
TRAVON GRAYMAN		
Diana Rowland		
Jim Hoene		
William Neill		
ANN SOHNS		
PETE HANLEY		
MIKE ATKINSON		
Christine Archer		
STEVEN BLAKE		

**We, the undersigned, Support The Denmark Lions Club In Their Efforts to retain the Historic Old  
Stationmaster's House For Their Clubhouse**

Name (Please Print)	Address (Please Print)	Signature
Jennie Shenton		
ROSIE PHILLIPS		
MIKE BUCETA		
Annette Stock		
LEW PALSON		
Leander Schaeber		
Nicole Logan		
S. Hawthorn		
Midansley		
CAMILIA A. MORA.		
GEORGE FRANK		
RACHEL WILLIAMS		
BARBARA MARSHALL		
ANDREW GIBSON		
RICHARD RICKETS		
Jenny Whishaw		
Ronnie Thomas		
ANDREW THOMAS		
Sue Young		
Edna Young		
Jemma French		
D. French		
Pauline Pollard		
D. Hay.		

We, the undersigned, Support The Denmark Lions Club In Their Efforts to retain the Historic Old Stationmaster's House For Their Clubhouse



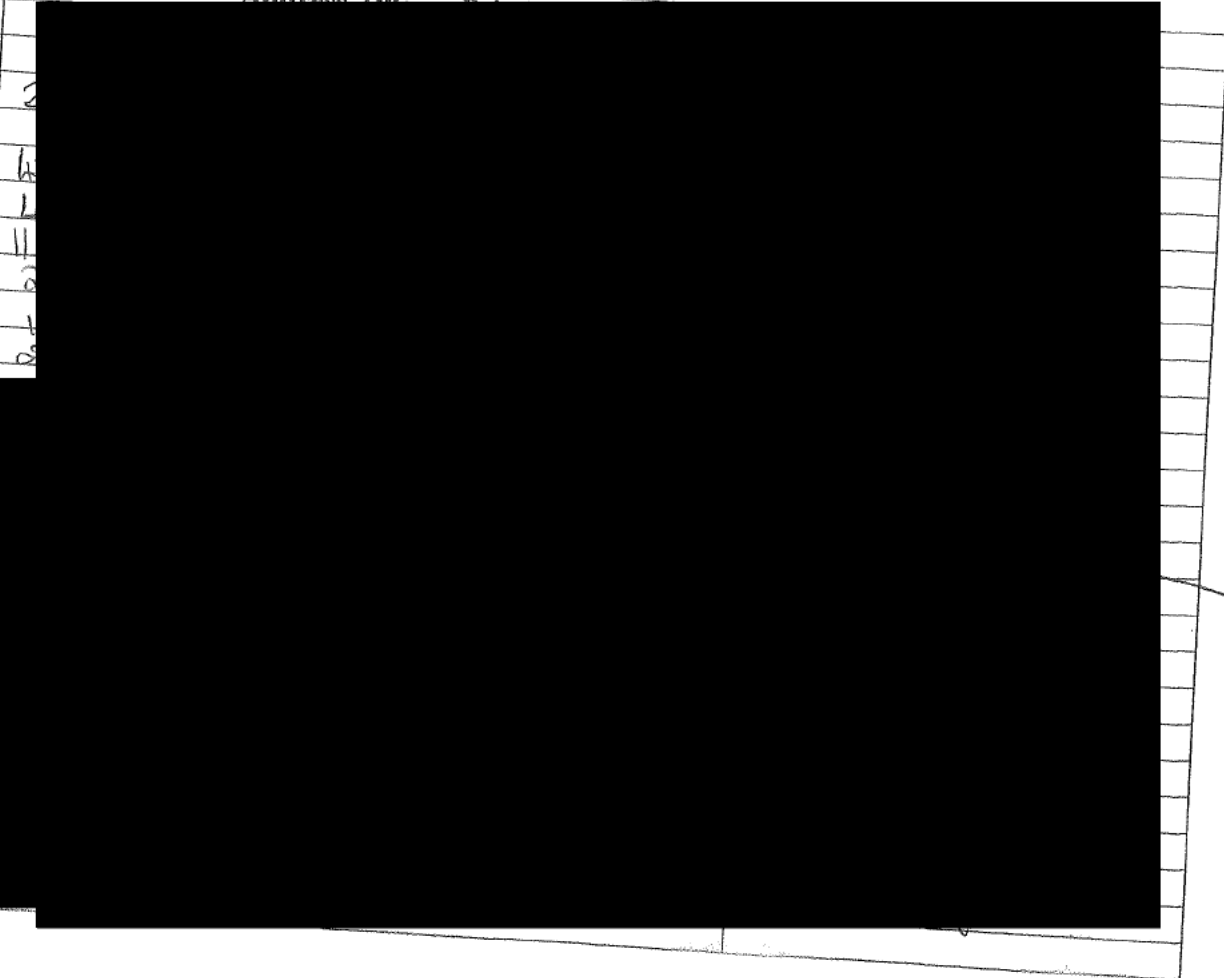
Name (Please Print)	Address (Please Print)	Signature
Emily Marney		
Casson Gardner		
Maia J Day		
J. Wightman		
G. Chaffley		
P. Stasup 12		
Jed Kelly		
GEOFF BOWLEY		
M. M. M. M.		
Steve Han		
TERRY ROMAN		
Kim Burke		
Francis Collins		
Ann Russell		
STUART JOHNSON		
ROBERT SMITH		
N. Shaw		
L. R. Bellas		
Tracey Sell		
John Egan		
Ange White		

**We, the undersigned, Support The Denmark Lions Club In Their Efforts to retain the Historic Old  
Stationmaster's House For Their Clubhouse**

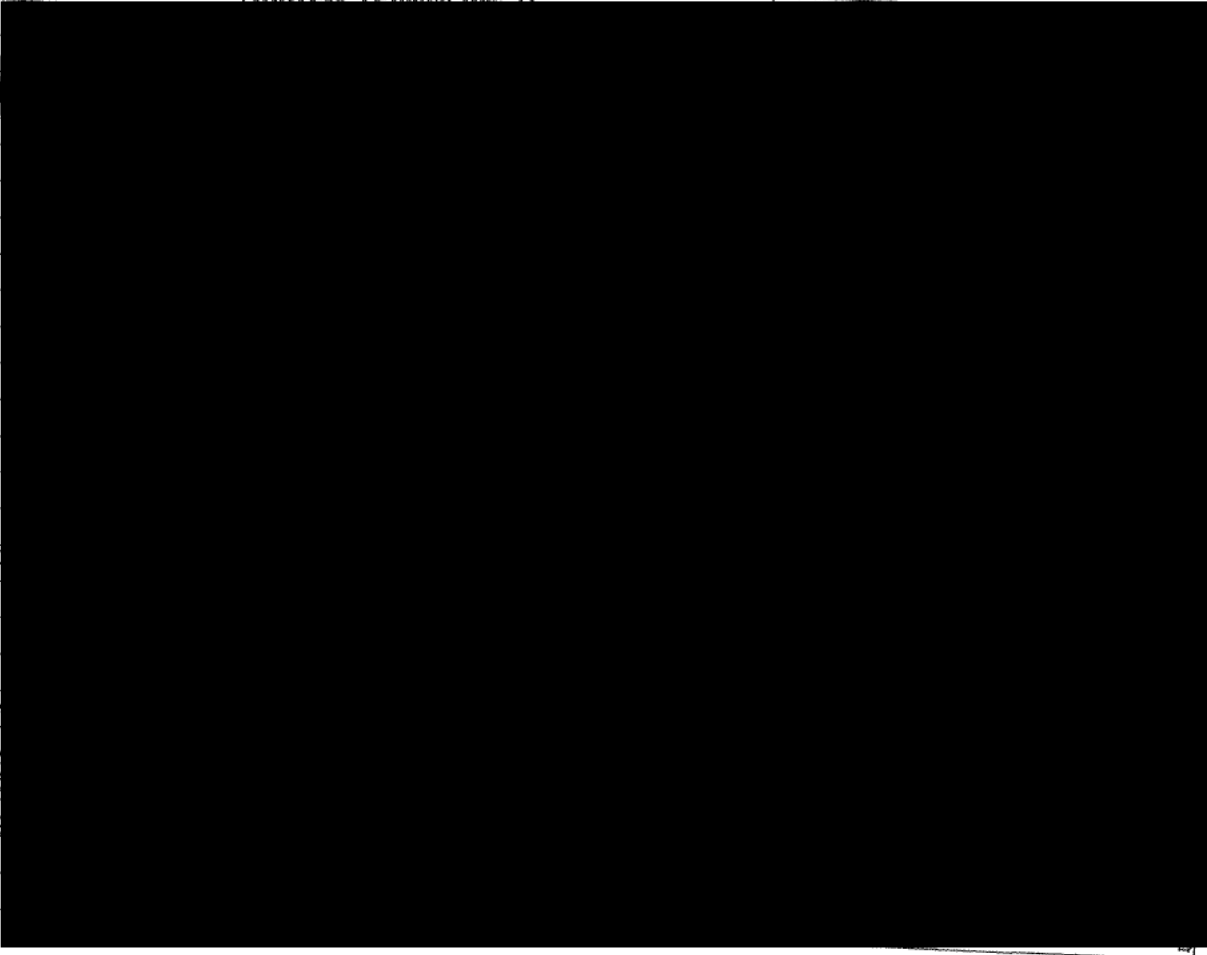
Name (Please Print)	Address (Please Print)	
MELANIE REES		
Kris Oardner		
ROB SEMINARA		
IAN HARDWICK		
OWYN WANKEN		
DUDRAN PARCER		
Robert Parslow		
Sandra Parslow		
Judy Campbell		
Gerota Wilson		
Jay Boukay		
Helen Webster		
Rose Cervich		
Jim Shain		
Rosemary Rayley		
IRENE WILLIAMS		
ISABEL KIRKENDRY		
SUE RECHMEYER		
JIM CURRIB		
DAVID BYERS		
FRANK MAHONY		
BETTY JEFFS		
ROSEMARY HUGHES		
MARGARET PIERONI		
Marian Darnis		



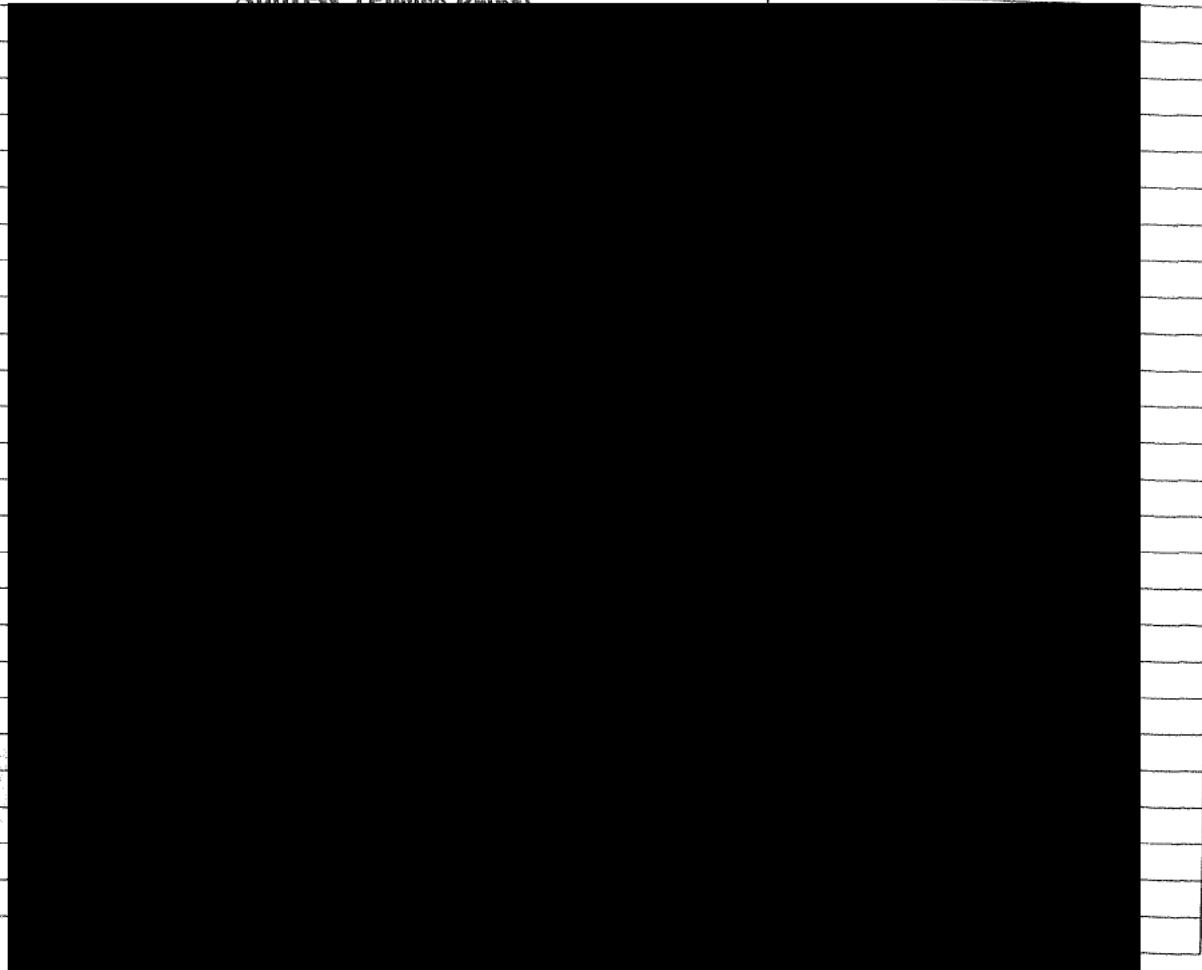
We, the undersigned, Support The Denmark Lions Club In Their Efforts to retain the Historic Old Stationmaster's House For Their Clubhouse

Name (Please Print)	Address (Please Print)
Kim BARROW	
ALBERT ANTHONY Wilson	
ROBIN MOIR	
MONIQUE DEMARCO	
Leisha DAVIS	
Kem Symon	
Mady Bond	
Mickelle Randle	
Mary Caulfield	
Aileen Candler	
Robin Nicholls	
Kelly Robson	
Dotis Atkins	
SARAH SPENCER	
SHELLEY NOTTLE	
MARG BATT	
Anne Holt	
Kersty Clark	
LINDA PAUL	
Kaege White	
Helen White	
Rosemary Lowe	
ANDY SHERIDAN	

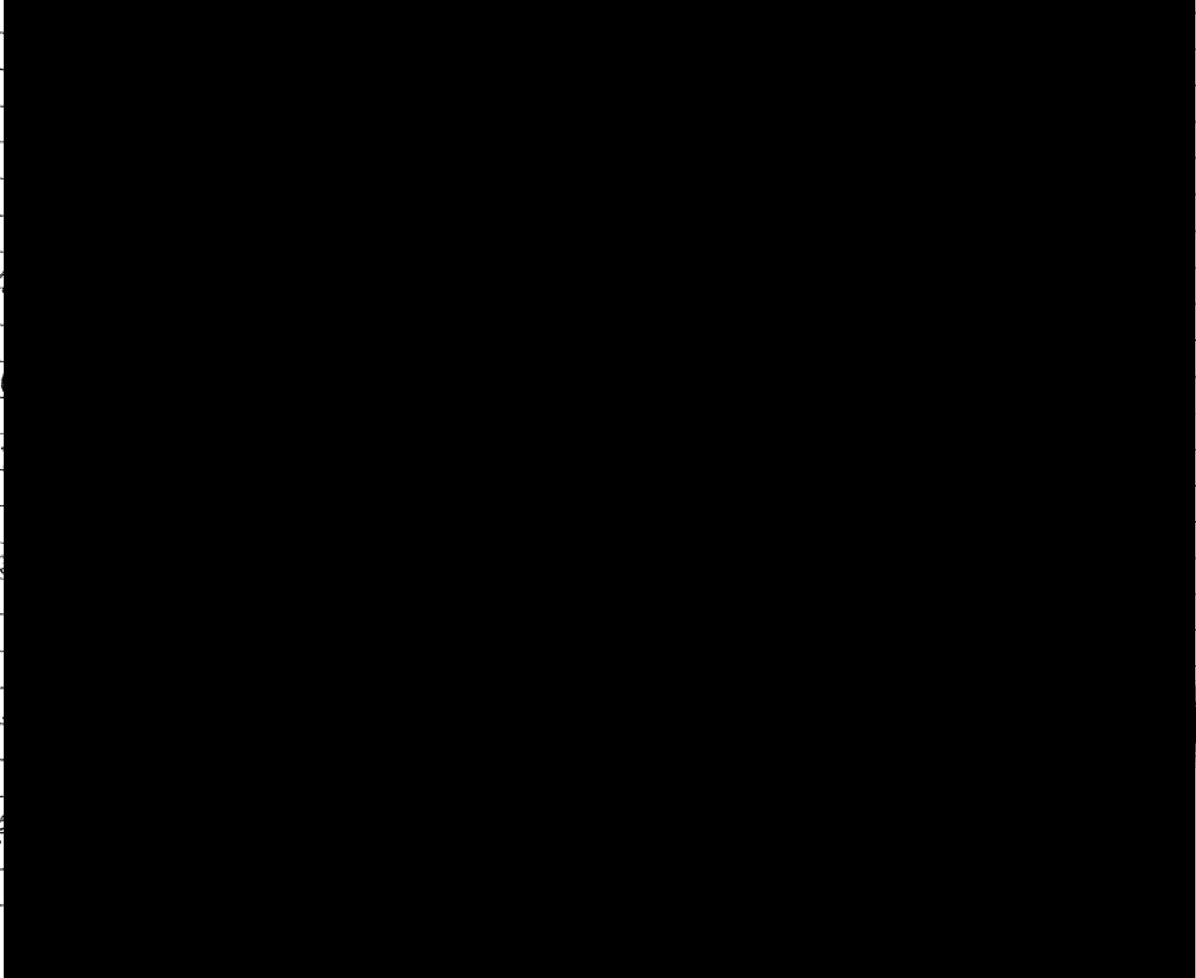
We, the undersigned, Support The Denmark Lions Club In Their Efforts to retain the Historic Old Stationmaster's House For Their Clubhouse

Name (Please Print)	Address (Please Print)
MIKE SOHNSON	
Sue Franz	
KIWE CARTWRIGHT	
Michael Cartwright	
KEN RICHARDS	
ALAN McDONALD	
HARRY WHITE	
PETE MATHUR	
Leif Madson	
GERTHA GRENKHALGT	
BRUCE GRIEVE	
BILLY ROBERTS	
GLEN GALLISKY	
Roger Swadlow	
KARL RICHARDSON	
GODFREY HILL	
IAN HARDMICK	
PETER DEAN	
ROY ALYMOND	
Lindsey Heymans	
Rob Woods	
Kevin Masia	
FRANK NASH	
WAYNE BRIDGEMAN	

We, the undersigned, Support The Denmark Lions Club In Their Efforts to retain the Historic Old Stationmaster's House For Their Clubhouse

Name (Please Print)	Address (Please Print)
JEFF JENMNS	
MELOANIE WORBURTON	
Will Woodley	
M. Symon	
MARGARET JONES	
M. BATT	
R. Coleridge	
Carl Dusen berg	
Paul Alexander	
Rachel Angelini	
Gwen Rynald	
CHRIS ANNE	
Liz Rose	
J. White	
J. WATTO	
Kirk	
J. McDONALD	
J. RICKETTS	
K. Williams	
W. Arthur SATTON	
Haylee Dodson	
Lois Rowland	
Joseph - Lampell - Jarrett	
O. WAKKA	
Z. RAVENHILL	

We, the undersigned, Support The Denmark Lions Club In Their Efforts to retain the Historic Old Stationmaster's House For Their Clubhouse


Name (Please Print)	Address (Please Print)
Heather Heskett	
Clare Warburton	
Nathan Warburton	
TREVOR BROWN	
NEWE HESTER	
RAY	
Rosemary	
Christine Weston	
P. Hillman	
STILL CROW	
M. Seeger	
D COLLINS	
N ATKINS	
A CLARKE	
M Marshall	
Viv Waddington	
CHLOE COPPIN	
NEB HENDERSON	
Don Cresswell	
Chris Buckley	
Kenn NAYDA	
MARGARET KENFREY	
Yvonne Quinn	
PETER WRIGHTSON	
LESLEY HOWELL	

We, the undersigned, Support The Denmark Lions Club In Their Efforts to retain the Historic Old Stationmaster's House For Their Clubhouse

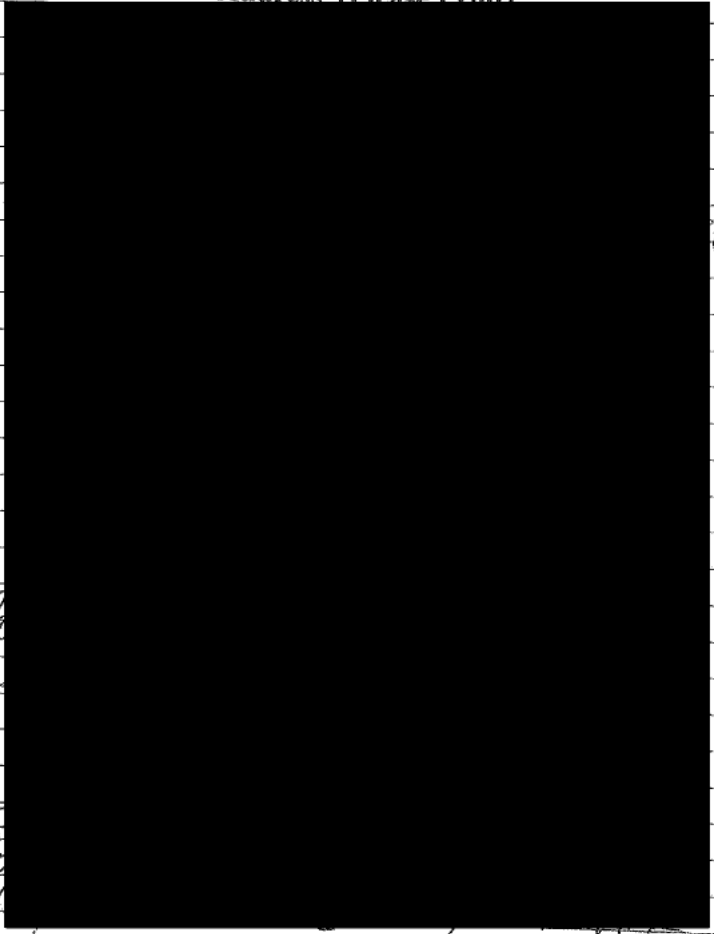
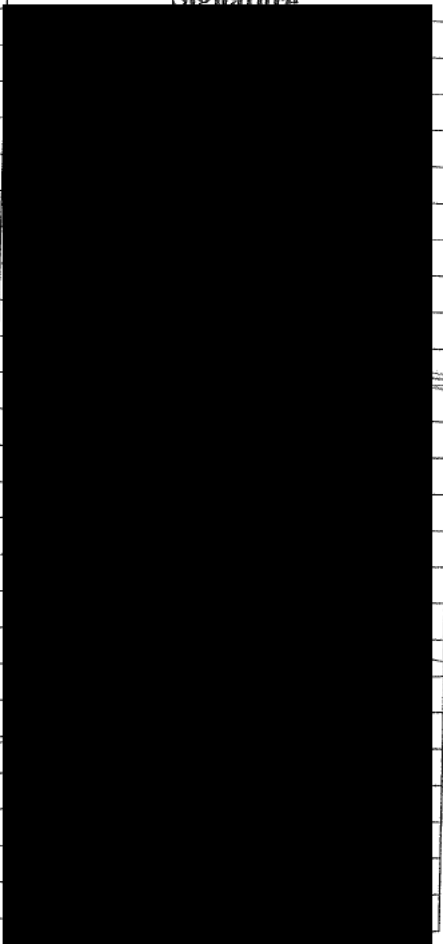
Name (Please Print)	Address (Please Print)
C. HORNBY	
S. Sims	
C. PEGRUM	
Jan Hardesick	
Brian Davie	
Tina Neumann	
Clare Jones	
D. MacMASTER	
C. SIMLAR	
J. BURKE	
E. Bucknole	
RUTH PRICE	
Raye Murray	
W. BOGARD	
H. Middleton	
A. SUMMER	
L. ION	
J. Edwards	
DOUG BEAD	
C. DRONING	
N. Whitey	
Margaret Cookes	
John Stokes	
AYN LALOR	



We, the undersigned, Support The Denmark Lions Club In Their Efforts to retain the Historic Old Stationmaster's House For Their Clubhouse

Name (Please Print)	Signature
SAM GROSS	
MARY JANE ...	
VIRGINIA LONGLEY	
C. KNUCKLEY	
GAVIN BUTLER	
R. NEALE	
L. GUNSTON	
M. OWEN	
C. G. MUMFAS	
MERV HOCKLEY	
CHRISTIE THIRP	
Fiona Douglas	
<del>...</del>	
PAUL MINDCELL	
<del>...</del>	
LISA K	
GILBERT WRIGHTSON	
T R TREASURE	
A. LOGAN	
JOHN M. PETERSON	
ROSEMARY M. PETERSON	
KATHA HART	
SALLY BUCKLEY	
Jean V. Leat	
Megan Belcher	

We, the undersigned, Support The Denmark Lions Club In Their Efforts to retain the Historic Old Stationmaster's House For Their Clubhouse

Name (Please Print)	Address (Please Print)	Signature
W. Carlisle		
J. Curran		
Joe IS		
E. C. Jensen		
D. Wisset		
D. Edro		
A. Engstrom		
DADID PRICE		
Karen Ahlman		
Geneva Fort		
Holly FENCIVA		
VAL ALEXANDER		
CHRIS RANWALL		
Julie Bennett		
Rosemary Payne		
ALVIN BATE		
Jim Cranny		
ROB HUNTER		
Joni Reed		
Thomas Van Vleet		
Roy White		
Harvey White		
ALVIN COPPING		
VALE WATHER		
TREVA WACHLIN		

**We, the undersigned, Support The Denmark Lions Club In Their Efforts to retain the Historic Old Stationmaster's House For Their Clubhouse**

Name (Please Print)	Address (Please Print)	Signature
Don Atkinson		
Rimberny Milne-Fowler		
Rosalie Plozza		
Irevaan Mielie		
R. Creech		
J. Baker		
S. Blythe		
P. Liebrecht		
S. Marsch		
Fred Knight		
Keith Swanv		
Lyn MacLeod		
LEL BAINES		
Sarah Davern		
William Hunter		
Russ Lyon		
NORM GILES		
PAT RICKETTS		
Renee Watkins		
JOE WARD		
JESSIE MACIVER		
SHIRLEY MCBSEI		
Maureen Pedmore		
JOHN MAREY		
45 WATSON ST DENMARK		

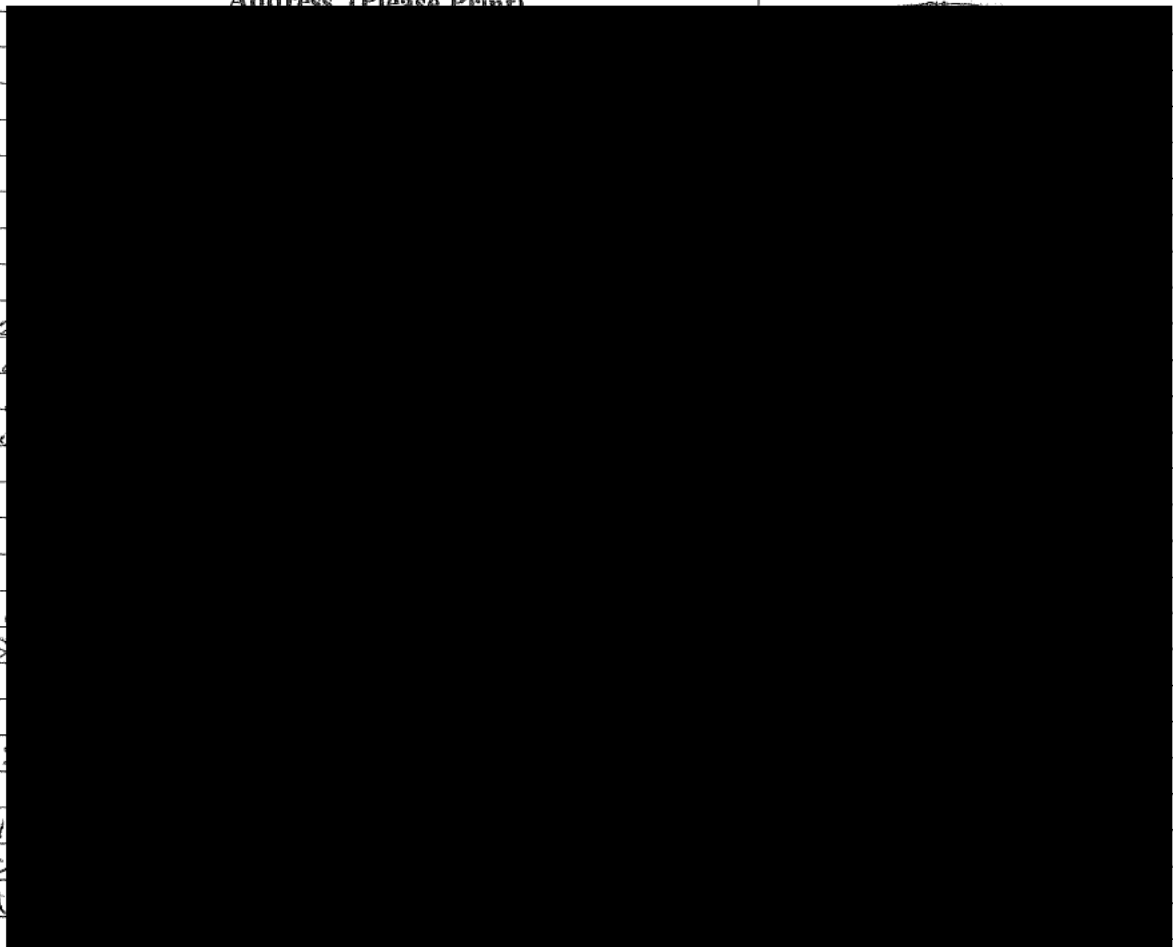
We, the undersigned, Support The Denmark Lions Club In Their Efforts to retain the Historic Old Stationmaster's House For Their Clubhouse

Name (Please Print)	Address (Please Print)	Signed
BERT NICHOLLS.		
KEN SWAN		
SHANE WOODS		
Sally Woods		
Matt Winter		
Becky Winter		
Louana Winter		
M. O'Connell		
Rose Williamson		
Theo Anastassiou.		
Dean Cospin		
Will FARQUHARSON		
BRIAN REDFERN		
Maggie Mayton.		
Rhonda Williams		
SUSAN HAWSON		
LUBA RICKETTS		
TOMMY RICKFETTS		
SALLY SEMINARA		
JAMIE BUCK		
VALERIE MATIFER		
FRANZ JABER		
DOENE MONTANUS.		

We, the undersigned, Support The Denmark Lions Club In Their Efforts to retain the Historic Old Stationmaster's House For Their Clubhouse

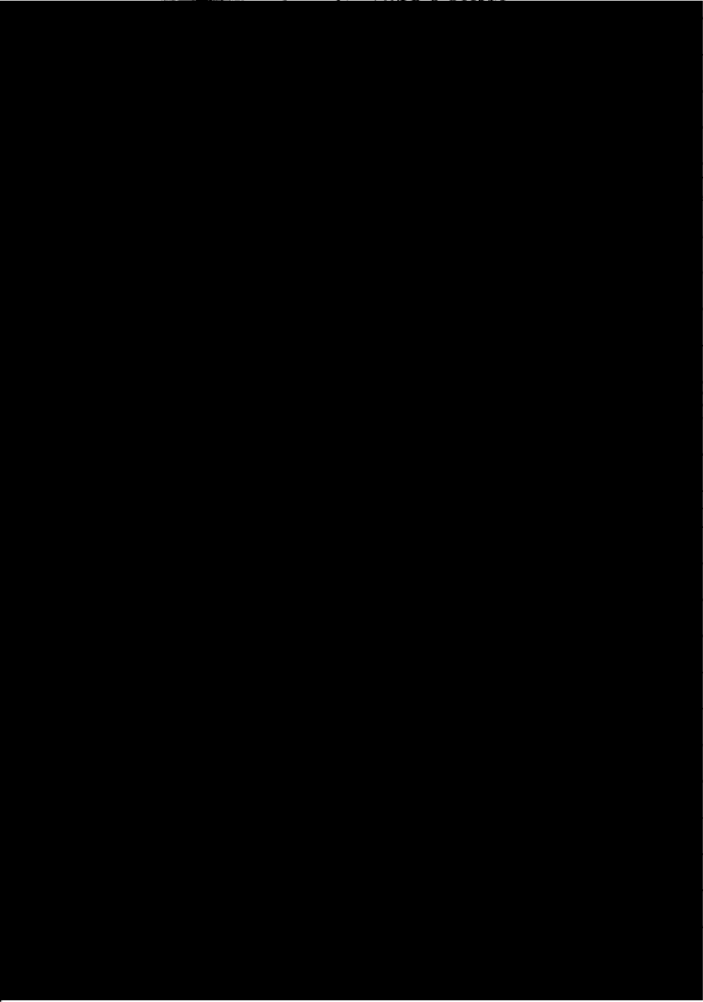
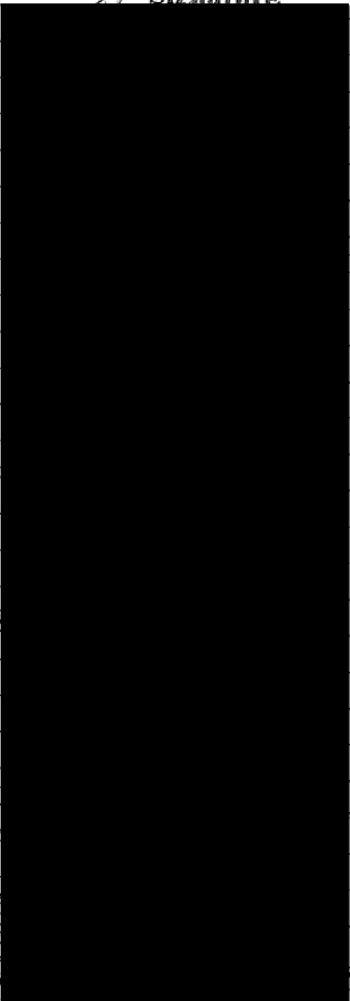
Name (Please Print)	Address (Please Print)	Signature
Valerie BRILL		
ELIZABETH SANDERSON		
Isobel Wilson		
KERRY MILLER		
Diana Procter		
Jenny WHISHAW		
Morrie Lamer		
SHEILA BLUNTI		
ELSPETH WEATHERSTONE		
MARY COPPING		
<del>Brenda Turner</del>		
Julie Naydn		
KEVIN Naydn		
KEN RICHARDS		
CARMEL STOTT		
VICKI LUMIA		
PETER LUMIA		
Rosemary Thorn		
Sue Allan		
Bob Allan		
Val Ball		
GRANT Ball		
Steve Hawks		
Kerry Clark		

We, the undersigned, Support The Denmark Lions Club In Their Efforts to retain the Historic Old Stationmaster's House For Their Clubhouse

Name (Please Print)	Address (Please Print)
Glenice Smith	
PAM THORNTON	
<del>CHERRY CAMPBELL</del>	
<del>Ernie Jenny Marden</del>	
James Dandley	
Stuart M. Dandley	
JEMMA SMITHERS	
RONDA THOMAS	
ROS CLATES	
TRALEY BARTON	
BARRY BARTON	
PETER & ANNE WINCH	
SIM & MERIDA CARRIE	
ROSS MCGUINNESS	
BEV MCGUINNESS	
Joy Hawes	
Julie Willek	
Debra Willek	
JAMIE FALLS	
JULIA PETERS	
Ed Wierzbinski	
S WIEROBIES	
Jenny Patterson	
RAY PATTERSON	
Marg Warner	



We, the undersigned, Support The Denmark Lions Club In Their Efforts to retain the Historic Old Stationmaster's House For Their Clubhouse

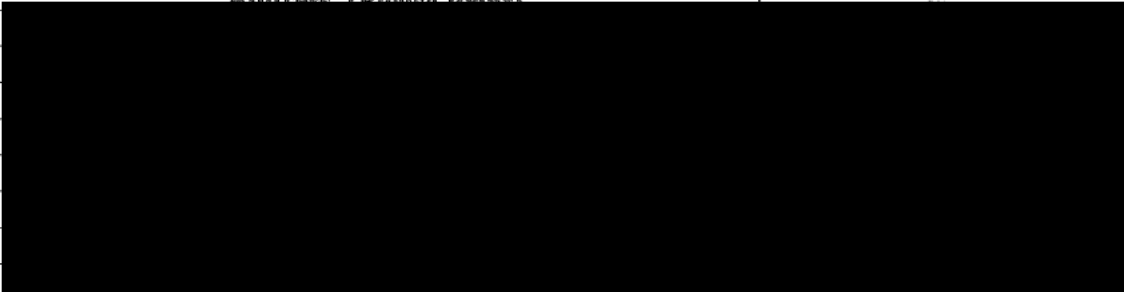
Name (Please Print)	Address (Please Print)	Signature
GRAHAM BARTON		
JOHN ISACSE		
PAVE BUTLER		
LUCY SHARDLOW		
Pat Jones		
WYNNE TEMPLETON		
RENE HOGREN		
Shavelle Turner		
AKI OXAMOTO		
Renee Johnson		
JENNY BARRON		
TRAVIS WILSON		
PATRICIA MCCANN		
Gene Gurrone		
KEVINA RICHARDSON		
ALL SPEAR		
W. DEWITT		
Jim Kintz		
PAUL GATH		
MIKE BENTLEY		
Brenton Gough		
DEBORAH EBBETT		
N. CAIN		
A. G. CLAW		
PAT PATTINSON		
RICHARD PATTINSON		
DAVE VERBAKE		

P.T.O


We, the undersigned, Support The Denmark Lions Club In Their Efforts to retain the Historic Old Stationmaster's House For Their Clubhouse

Name (Please Print)	Address (Please Print)	Signature
sallie Hosking	[REDACTED]	[REDACTED]
MURRAY BOLITHO	[REDACTED]	[REDACTED]

**We, the undersigned, Support The Denmark Lions Club In Their Efforts to retain the Historic Old  
Stationmaster's House For Their Clubhouse**

Name (Please Print)	Address (Please Print)	
LEANNE MIFFLIN		
Beth Franz		
TYLONE KENNEDY		
ANNETTE CLARK		
DENNIS CLARK		
JUDY BARFETT		
CAVIN BUTLER		

**We, the undersigned, Support The Denmark Lions Club In Their Efforts to retain the Historic Old  
Stationmaster's House For Their Clubhouse**

Name (Please Print) /	Address (Please Print)
C. JOHNS	
D. PESQUIS	
P. SOTT	
M. LUBIANA	
A. COSTE	
L. FOSTER	
J. NEEDERMAN.	
PAT. SACCO	
STEVEN HEYMANS	

Submission to Denmark Shire Council

ISUB2362624
<i>Shire of Denmark</i>
22 JUN 2023
GC ✓

21st June 2023

Kwoorabup Nature School Draft Lease comment.



WA 6333

Councillors, I have been a resident and rate payer of Denmark for over 30 years. I am also volunteer in a number of community groups and organisations.

I believe that Councillors had an ulterior motive in limiting the timeframe for Public Comment of the proposed Kwoorabup Nature School lease to only two weeks. I believe Councillors are rushing this process through because they have no intention in hearing what those against the proposal have to say. I believe that the Councillors pushing this draft lease through have absolutely no regard for the history and heritage of the Shire of Denmark or for the majority of the Denmark community.

I DO NOT support the Council assisting Kwoorabup Nature School to seek public funds to expand a private school on land that is zoned for community use by way of offering a 21 year lease of the Station Masters House and shed that is currently leased and the 20 year home of the Denmark Lions.

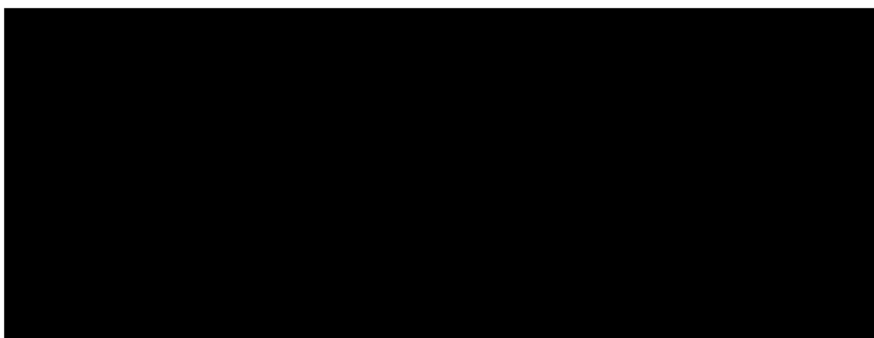
I DO NOT support the decision of Council to transfer the lease of the Station Masters House and shed, currently leased to Denmark Lions, effectively ending their 20 year tenure to 'the Lair' to the Kwoorabup Nature School effectively leaving Denmark Lions homeless and other groups on the site vulnerable to the school's proposed expansion.

I DO SUPPORT the removal from the site the Station Masters House and shed to be relocated to its original site at the corner of Crellin Street and Hollings Road at a cost to be met by the Kwoorabup Nature School.

I DO NOT support a 21 year Lease to the Kwoorabup Nature School (private school) currently on land zoned for community use OR any rezoning to support the use of this land for Kwoorabup Nature School or any future school use.

I DO NOT SUPPORT any further expansion of the Kwoorabup Nature Schools site. I believe that Council should do everything possible to assist this private school to find an alternative site. Also, the school have a very poor record of even maintaining the very buildings that they have at present.

I sincerely hope that the proposed Kwoorabup Nature School lease is rejected by Council at the Special Council meeting of Tuesday 27th of June.



Submission to Denmark Shire Council  
Kwoorabup Nature School Draft Lease comment.

ISUB2362625	
Shire of Denmark	
22 JUN 2023	
GC	/

21st June 2023

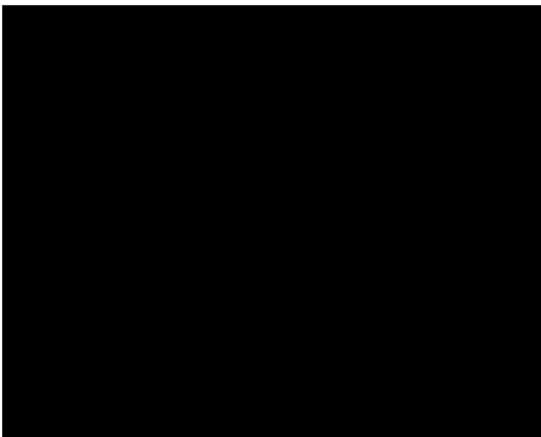
WA 6333

Councillors, I'm a long time resident and rate payer of Denmark and a volunteer in a number of community groups and organisations. I find that Alternate Motion put by Councillor Lewis abhorrent and believe that the Council and School Board have treated the Denmark Lions Club members and Community users of the Station Masters House with contempt.

The only compromise in this situation would have been adopting the CEO's original Officer recommendation to move the Station Masters House to its original location. I believe that the wider community share my sentiments. I also believe that two weeks Public Comment is inadequate for a decision on a Reserve as important as this one and is a means of minimising true Public Comment and Awareness.

I do not support any further expansion of the Kwoorabup Nature Schools Lease. I believe that Council should do everything possible to assist this Private School to find an alternative site. Also, the School have a poor record of maintaining the very buildings and the grounds that they have at present.

I sincerely hope that the proposed Kwoorabup Nature School Lease is rejected by Council at the Special Council meeting of Tuesday 27th of June.





Denmark Shire Council  
953 South Coast Hwy,  
Denmark, WA 6333

To The Denmark Shire Councillors,

I am writing to express our families support of the expansion and extension of the Kwoorabup nature school lease area.

Our children [REDACTED] and [REDACTED] shifted from Denmark Primary School to the nature school in 2023. The school offers a great alternative education for primary school aged children. We have witnessed our son being far more engaged and self-motivated from the inquiry based learning approach used at the school. The children can engage in practical and community-based projects, which has increased our son [REDACTED] engagement at school.

Another key driver for our family to shift over to Kwoorabup Nature School was the fact that the school is far more embracing of multiculturalism. The school is very accepting of different cultures, our family has been invited into the school to share information on my husband's [REDACTED] heritage. These experiences in a small town have enabled our family to feel far more welcome and celebrated in this small community.

Our family feels that the Denmark Shire Council should support school's expansion on the Inlet Drive site. Currently the school occupies just 2570 sqm of land. By increasing the size of the school's facilities to 6520 sqm we feel that the children to gain more play space and additional indoor learning spaces to accommodate for the growing numbers at the school. Currently the outdoor play area at the school is relatively limited and the children would benefit from more varied nature play areas.

We also feel that given our very positive experience at the school, it would be great for the school to be expanded, enabling more families to engage in this contemporary and innovative approach to learning.

Kind Regards

[REDACTED]

[REDACTED]

Denmark, WA 6333

**From:** [REDACTED]  
**To:** [Shire of Denmark - Enquiries](#)  
**Subject:** ISUB2362636 - Kwoorabup Nature School  
**Date:** Friday, 23 June 2023 8:32:33 AM

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To the CEO of the Denmark Shire

We would like to express our strong support for the extension of the lease hold to the Kwoorabup Nature School including the Old Station Masters House.

The school has clearly demonstrated its willingness to share and accommodate the current groups using these buildings.

The Kwoorabup school has proven to be an important and integral part of the Denmark community.

Yours sincerely [REDACTED]

Sent from my iPad

**From:** [REDACTED]  
**To:** [Shire of Denmark - Enquiries](#)  
**Subject:** ISUB2362638 -  
**Date:** Friday, 23 June 2023 10:41:19 AM

---

Good Morning,

I just wanted to touch base in regards to the lease expansion for Kwoorabup Nature School.

I was unsure of what to say that could show my support in a way that made you see just how magical this school is and how important it is that they are supported by the local council and community, so I decided to share a thank you I sent to the school this morning for a recent festival. I hope that by you reading this thank you, you can feel the effect the school has on its community.

Please see below:

This week I really wanted to bring in morning tea to say a HUGE thank you for the incredible Makuru Festival.

Unfortunately I have had a challenging week in my personal life and just have not had the capacity for anything, let alone a giving act of kindness but I couldn't finish the term without something, so my words below will have to be enough this time.

I was only briefly at the Early Childhood Makuru festival due to sick children but the brief moments I was there I saw what I saw at the whole school event also.

The look in the teachers and staff eyes will be one of the things etched into my memories forever. There was such deep passion and focus to ensure that the evenings were everything the children and families could of imagined. You could see in your eyes the work that had gone into these few hours. The planning, the designing, the hearing of the children's needs and wants for the festival. You could see the challenges you faced of the weather in which we were celebrating, you could see the worry and concern you had for the setup remaining intact for the events. You could see the dedication, the determination, the words, the thoughts, the emotions you had felt to get to that moment. And above all else, you could see the excitement, the wonder, the awe, the pride of such an event coming together. As I say you could see all these things in your eyes, what's more is what you could feel.

I felt in my heart a pure love, a warmth, a caring, a sense of purpose that these festivals are so much more than just that. They are a recognition of land, of what we were not taught as children, as what we are still learning we can honour and embrace. These festivals are intertwining the most incredible ripple effect into the world that is creating world change. And by golly, should you all be acknowledged for the astounding work, hours, efforts and emotions that go into it.

Thank you, thank you, thank you.

Another incredible term from a magical place in my heart!

All my love and gratitude,

[REDACTED]

Thank you for your consideration in supporting our beautiful school.

**From:** [REDACTED]  
**To:** [Shire of Denmark - Enquiries](#)  
**Subject:** ISUB2362640 - Kwoorabup Nature school expansion support  
**Date:** Friday, 23 June 2023 11:40:25 AM

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Good Morning,

I am writing to express my unanimous support for the proposed expansion of Kwoorabup Nature School.

We moved to the wonderful Denmark in [REDACTED] and have enjoyed every minute of resetting our lives and hearts here.

We are fortunate that 2 of our 3 daughters attend Kwoorabup Nature School and have witnessed them flourish in their learnings, confidence, love and respect of nature and community this semester. What this school provides to children, families and community is crucial for society today and should be valued, supported and respected well into the future.

I attended the council meeting earlier this term in support of the school and was saddened to learn of the ill-feelings, untruths and lack of respect and support for what is such an incredible, invaluable resource for not only our children of the future but the Denmark community at large. A big part of making a colossal shift for our family from the Eastern states to Denmark WA, was the level community support, collaboration and unity that we had witnessed when visiting Denmark and is played out everyday in schools, community groups and people.

Please take this letter of support into consideration when making a decision for these little peoples future and the longevity of this amazing school. We may not have as much time, loud voice or people power to show our passion, but we are oh so dedicated to continuing to support the wonderful people and leaders at Kwoorabup nature school, so this amazing gift to children is continued well into the future

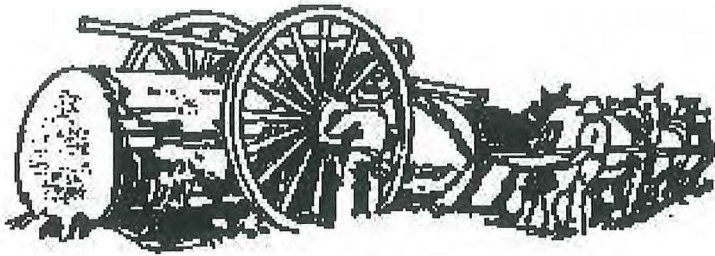
Many Thanks,

[REDACTED]

WA 6333

Sent from my iPhone

Sent from my iPhone


**Denmark Historical Society Inc.**

PO Box 54  
DENMARK WA 6333

Email: [history@denmarkwa.com.au](mailto:history@denmarkwa.com.au)  
Web: [www.denmarkwa.com.au/his](http://www.denmarkwa.com.au/his)

ABN: 16 855 799 149

ISUB2362641	
Shire of Denmark	
23 JUN 2023	
GC	/

Mr David King Acting CEO  
Shire of Denmark  
South Coast Highway  
DENMARK WA 6333

**Re: No 3 Railway Heritage Precinct**

Dear David,

The Denmark Historical Society firmly disapproves of the expansion of the Kwoorabup Community School into the Rail Heritage Precinct.

This is the only Heritage Precinct in the Shire and should be maintained as such.

The school has been requested on many occasions to relocate but this has not been followed up upon by the Shire.

The old Post Office has not been looked after properly since the Education Department vacated it in 2002 and the person who donated it would be devastated to see its deterioration.

DMRG have located the circular rail lines and have been seeking finance to restore the turntable which is quite unique and the school has done nothing about restoration even though they volunteered to do so.

Other Shires value heritage precincts and we are extremely disappointed that our Shire does not.

Yours sincerely

*Bev McGuinness*

Mrs Bev McGuinness  
Chairperson  
21 June 2023

LEA-41

SUB2362642	
Shire of Denmark	
23 JUN 2023	
GC	✓



DENMARK WA 6333

C.E.O.  
Shire of Denmark

Re. Denmark No.3 Railway Station Historic Precinct

The planned lease expansion for the KNS will severely limit the use of the Historic Precinct as a community asset. The presence of the school restricts plans for the development and enhancement of the sites historic features.

The turntable is of state as well as local significance and should be the centre piece of emphasising the role played by the railway in the districts development. As the only manned station it played a vital role in the development of the Group Settlement Scheme.

Should the Council persist with the expansion they should ensure the current shared use area is returned to full public access along with the Post Office building. This would allow the area to be more open to the public and the building to house a display of the railway and group settlement projects. It would give descendants of Group Settlers a focal point to visit as the station was the first point of contact for their families on their arrival in Denmark in the 1920's.

Since 2019 local groups have had the capacity to stage a worthwhile exhibition but have been held back by the lack of real access to develop an exhibition.

Yours faithfully



22 June 2023



**From:** [Shire of Denmark - Enquiries](#)  
**To:** [Claire Thompson](#)  
**Subject:** FW: Kwoorabup Nature School Lease - Public Consultation  
**Date:** Friday, 23 June 2023 5:02:12 PM  
**Attachments:** [image001.png](#)

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Kind regards,

[REDACTED]

Records Officer  
Shire of Denmark, PO Box 183, Denmark WA 6333  
P 9848 0350

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**From:** [REDACTED]  
**Sent:** Friday, 23 June 2023 2:27 PM  
**To:** Shire of Denmark - Enquiries <enquiries@denmark.wa.gov.au>  
**Subject:** Kwoorabup Nature School Lease - Public Consultation

To the Council,

My name is [REDACTED] and I am the father of [REDACTED] who attends Kwoorabup Nature School (KNS). My son began in kindergarden at the school in 2018. We were drawn to the ethos of Spirit of Play (as it was then known) and in particular, its location, which perfectly complemented its teachings of Noongar culture, seasons and its walkabout program. To say my son loves his school would be an understatement and he could not imagine moving to another school. For the last two and a half years I have also sat on the KNS council as the [REDACTED]. In this time, I have been amazed by the school's values towards

community, nature and nurturing good relationships. I can honestly say that KNS has always approached situations with collaboration and sharing in mind.

I am writing today in full support of the new proposed lease for Kwoorabup Nature School. The school is a great fit in the area as was already agreed upon by council at its ordinary meeting in April. KNS is raising the next generation of young people who care deeply for the local community, the land and the history of the area. I know the school teaches a lot of local history to the students and visits the other groups in the precinct, which I hear the children love. I also know that the Denmark Lion's group have been invited by the school to stay where they are and have not been asked to move.

I understand the heritage precinct was created on the reserve in 2014 with the sole focus on rail. It was sad to see the other histories of Denmark not included as part of the precinct. In particular the educational history of the site and some of the buildings was not mentioned at all. The Station Masters house for example, after the rail line was closed, became the town's kindergarden in 1963 and the building was in use until 2006 when it was moved to its current site. Its single longest use was for education. Denmark's own MHI states "the building retained its historical significance when it became the Denmark Kindergarten in 1963 and played a key role in the early childhood education of many Denmark residents".

Similarly, the Old Post Office became the kindergarden for the inlet area when it was moved to its current site in 1987. It was leased by the Department of Education until 2002 for this purpose and education continued from 2003 when Spirit of Play was given a lease there which is still ongoing. Prior to the adoption of the Heritage Precinct plan in 2014, the Old Post Office had enjoyed nearly 30 years of use as an educational centre for local children in its current position.

I respect the history of the area and would love to see the heritage items restored and spaces created for the public to enjoy. I believe most people in Denmark would be in agreeance to this. I also believe the educational history of both buildings mentioned is significant, the buildings play a big part in the history of this town. Educational history seems important to this town as I notice many historic school site signs posted around the shire. I support enhancement of the heritage precinct, though it should include all histories: Noongar, Millars era, Railway, Educational and the Environmental movements in Denmark. History should not be exclusive but inclusive, and on this I fully believe that an educational centre in the historical precinct, especially a Nature School in Denmark, is an entirely appropriate fit in the historical precinct.

I believe Kwoorabup Nature School is committed to the area, its history, and working with the other stakeholders on the reserve to enhance the reserve and make it enjoyable to all the residents of Denmark and visitors to the town. The school, with its youthful exuberance, is in a great position to drive the work needed once a whole area consultation is completed with the shire and council's approval.

Thanks for considering the lease and I hope we can all move forward together.

Regards

[REDACTED]

[REDACTED]

21/6/2023

To Denmark shire Council,

Thank you for supporting our school and being a great council.

I love my school because of the amazing festivals.

We have been inquiring into the history of Denmark and the Heritage Precinct. I think it is interesting that our school has Menang Connection (Za'ria palm) ☺

From 

Kwoorabup Nature School

To Denmark shire Council,  
Thank you for supporting our school.  
I love my school because we have  
walk about and I think it will make  
it even more fun with the new land.

We have been inquiring into the  
history of Denmark and the Heritage  
Precinct. I think it is interesting that  
it once had a railway running through it  
and that somebody chose to build a school  
here.

From

Kwoora bup Na Nore School.

to Denmark shire Council,

Thank you for supporting our school  
and taking care of our land.

I Love my school because you are a  
good shire.



507



To Denmark Shire Council  
Thank you for supporting  
our school and being

A great Council

I love my school  
because of all the fun

festivals we have.

We have been inquiring  
into the history of  
Denmark and the

Heritage precinct I  
think it is interesting  
that turntable?

from 

Kwoorabup Nature  
School

20/6/2023

To Denmark Shire Council,


Thank you for supporting our school and managing our community and our town for years.

I love the school that I go to because it's unique and educational in a different way that is very creative

We have been inquiring into the history of Denmark and the Heritage Precinct. I think it is interesting that

we have reused the Post Office as a classroom.

p.s. I want to use the turntable again!

- From 

Kwoorabup Nature School



20.6.23

To Denmark Shire Council

Thank You for supporting our school and all the  
Management you do for this town. I love my school  
because it is near the river and it is in the bush and I can play with my  
friends. We have been inquiring into the  
history of Denmark and the Heritage Precinct. I think it is interesting  
that the railway came through here, also the turn table and ash pit

From

Kwoorabup Nature School





20/5/23

To Denmark Shire Council,  
Thank you for supporting our  
school. I love my school & help  
it to grow in a by bush and we spend  
a day a week on our walkabout.  
We have been inquiring into the  
history of Denmark and the Heritage  
projects. I think it is interesting  
that the Nymbolle and School  
want to make the timber  
work again.

Kwooragup Nature School



Thank you for supporting our school,  
 I Love my School because I like waikab  
 , festivals and interesting learning.  
 We have been inquiring into the history of  
 Larrak and the Heritage Precinct. I think it  
 is interesting that the railway came down here.

from [Redacted]

Kwoorabup Nature School



20/6/23

To Denmark Shire Council,  
Thank you for supporting  
our school and helping our  
community.

What I love about my  
school is that it is  
in the bush and that  
it is educational.

We have been inquiring into  
the history of Denmark  
and the Heritage Precinct.  
I think it is interesting  
that the railway came  
through our school.

From 

kwoorabup Nature School  
p.s.s. I would like to get  
the turn table work again





To Denmark shire Council,  
Thank you for supporting and Being  
a grate council. I Love my school because  
we have festivals to selebrate each new  
year. We have been inquiring into the  
his-ory of Denmark and the heritage  
Precinct. I think it is interesting that  
the railway came right through here back  
in the day. ☺

From:

Kwoorabup Nature School



21-6-23

To denmark ~~shire Council~~  
Thank you for Supporting our  
us School. But thank you for Leting  
Be a School. I love my  
School because of festivals  
and the people. We have been  
Inquiring into the history of  
denmark and the heritage.

20.6.2023

To Denmark Shire Council

Thank you for supporting our school and this amazing town. I love my school because we learn so much nature. We have been inquiring into the history of Denmark and the Heritage Precinct. I think it is interesting that the rail way went through here

From [redacted]  
Kwoorabup Nature School.



# DRAFT KWOORABUP NATURE SCHOOL (KNS) LEASE

SUBMISSION FROM [REDACTED]

## 1) Shared Use Area must be relinquished from the current KNS lease, and returned to genuine Public Use

- a) The Precinct Plan at *Annexure 1 – Sketch of Premises*, shows this area. Clause 13.1 is especially relevant:
- (1) The Shared Use Area has very recently (Sat 17 June) been used comprehensively by the KNS, with apparently students' work clearly evident, covering a large part of this area, rendering it marginally accessible & possibly unsafe to the public, given the activity left in place. Photos are attached which were taken just after 9:30am Sat 17 June show this.
  - (2) Restoration of the remaining historical relics, including turntable, ash pit, and rail carriage, must be done to properly preserve these objects still in place from the precinct's original rail use. It would be both impractical and inhibiting to then provide for anything but clear access to the public, and for no school activity to be anything other than that leaving no trace (as would be for the public).

## 2) KNS Lease area must not be any further increased in the precinct

- i) This latest in the series of KNS lease expansions (from it first, and subsequently, being temporary) must be the last. The school's further incremental expansion is incompatible with the precinct's historical importance being preserved and enhanced. It inevitably threatens the Denmark Machinery Restoration Group's lease area, and that volunteer group's continued operation as the prime community organisation capable of contributing very significant precinct restoration, enhancement and maintenance work (at likely minimal future labour cost).
- ii) It's further very questionable that the school should continue to occupy the precinct. The incompatibility with its heritage purpose, the finite limit to any further lease expansion, and (sadly), that public access to the heritage area cannot eliminate possible visitation by those with malicious intent towards children.
- iii) That is already rendered a possibility with the proximity of the Denmark to Nornalup Rail Trail, the Bibbulman Trail, the Munda Bididi Trail, and other public use of these roads, tracks and paths so close by. Security fencing appropriate to robust protection of the school against such a risk would also be incompatible to the heritage purpose of and public/tourist access to the precinct. Councillors should (re)evaluate this risk given their continued support of this location for the school.
- iv) I am (of course) assuming that a comprehensive risk assessment (initiated by Councillors and to Australian Standards) for the school's continued occupation of the current area has been completed, hazards identified, and mitigation action already taken – and that it is publicly available for scrutiny.
  - (1) It will also obviously fully comply with the WA Occupational Safety & Health Act and Regulations.

## 3) Denmark Lions must retain continued access to & use of the Station Master's House

- a) The [KNS Parent Handbook](#) includes (on page 2):
- (1) Learning together
    - (i) We value the inclusive, collaborative and respectful relationships that connect our students, school, and wider community.
  - (2) These relate to the core values that we teach our students across the school:
    - (i) Care for Self, Care for Others, Care for Environment
  - (3) The KNS (and by their endorsement, Councillors') cavalier eviction treatment of the Lions with respect to Lion's restoration and continued use of the Station Master's House reflects very poor observance of these espoused values. This does not wring well, modelling this behaviour to the school's students, and it creates precedent which current and future Councillors may find very difficult to counter, should a less benign party choose to cite it in future contention for land use and access.
  - (4) The Lions must be treated with respect, like any other volunteer community organisation, and accommodated without penalty to their cause.

**4) Turntable must be preserved**

- i) The Denmark Historical Society can attest to the historical and engineering significance of the turntable, thoroughly justifying its preservation and restoration. I don't believe the school and its supporters are aware of this to the extent deserved.
- ii) The turntable is NOT included in the Draft Lease Definitions, and should be, as must all significant heritage items in the precinct. The draft lease document is deficient in this respect.

██████████

(Signature available if required)

██████████ WA 6333

██████████









June 23, 2023

Dear Councillors.

I am writing to express my support for Kwoorabup Nature School's expanded lease, including the Old Station Master's House, on the terms proposed and as accepted by Council earlier this year.

As a parent of a pre-primary student at the School and an active member of the school council, I have had the privilege of witnessing firsthand the positive impact that Kwoorabup Nature School has had on my child, his peers, and other children within the School community. The School's nature-based approach to learning, coupled with its emphasis on physical and emotional well-being, has fostered a profound respect for the natural world, Aboriginal culture, and the local community among the students. It has also helped them develop emotional resilience and empathy.

Over the past two years, I have witnessed my son's remarkable growth in kindness, care, and his insatiable thirst for knowledge. As parents, my partner and I take immense happiness and pride in our son's enthusiasm for each new day at school. When I speak with other parents, I find that many share similar experiences and hold strong beliefs in the School's philosophy and approach to education.

The demand for nature-based learning is on the rise in Australia and beyond. Kwoorabup Nature School stands out as one of the pioneering institutions of nature-based learning in Western Australia, earning high regard for its progressive educational approach. Concurrently, Denmark is experiencing growth as more young families choose to relocate here, partly due to the town's beautiful natural assets. Consequently, the School is faced with increasing demand, and the waitlist for enrolments continues to grow.

To accommodate this growing demand, the School has proposed to increase their lease which will allow them to expand their student body to accommodate 160 students. This proposal has been accepted by Council, but this has raised concerns among the Lion's Club, other heritage precinct users, and the broader community for a variety of reasons.

As someone who has worked extensively with non-profit community groups, I empathize with the anxiety that the proposed lease extension may cause for the Lion's Club and others. The Lion's Club has been a longstanding community service organization in Denmark, providing invaluable contributions to the community.

As an engaged member of the community, I wholeheartedly share the sentiment that the Lion's Club should not bear any undue negative impacts due to the lease extension. Many parents associated with Kwoorabup Nature School share this view. While we deeply value the School and wish to see it thrive and meet the current demand, we also recognize the tremendous value that the Lion's Club brings to our community.

To address this concern, the School has been actively advocating for a co-location solution, allowing the Lion's Club to continue utilizing the Station Master's Building free of charge during non-school hours. By effectively sharing the building, with non-conflicting schedules, both parties can achieve their respective objectives with minimal inconvenience. In the spirit of collaboration and community, I support this proposed approach.

I urge council to continue to support the School's lease and proposed terms while working with all parties in the heritage precinct to facilitate the best outcome for everyone. By embracing this solution, we can ensure that Kwoorabup Nature School, the Lion's Club and other heritage precinct users continue to thrive while fostering harmonious and mutually beneficial relationships for all parties.

Thank you for your attention to this matter.

Sincerely,



██████████  
██████████ Denmark WA 6333.  
██████████