

SydneyStrataReport

property strata inspections

0478 151999 | (02) 80114701 | servicedesk@stratareport.net.au | www.stratareport.net.au



STRATA REPORT

Client	Infinity Property Agents
Address of property	Unit 93/94-116 Culloden Road, Marsfield, NSW.
Lot	89
Strata Plan	SP 55170
Name of Strata Management Co.	Dynamic Property Agents
Telephone Number of Strata Agent	9267 6334
Report Date	15 September 2022

General Information

Owner's Name	Q. Shen & F. Shen
Unit Entitlement.	2
Total Unit Entitlement.	306

Levy Contributions

Administration Fund contribution.	\$826.80
Capital Works Fund contribution.	\$493.02
Gas charge.	\$151.67
Are There any Special Levies?	No on records presented.
Admin. Fund Balance Approx.	\$43,849.44
Capital Works Fund Balance.	\$814,635.32

Insurances

Building Insurance	Yes
Sum Insured	\$68,450,000.00
Insurance Company	Comsure Insurance.
Due Date	31 May 2023
Fire Safety Report ?	N/A
Certificate Date.	N/A
Pet Friendly?	Owners corporation permission needed.

Meetings

Annual General Meeting 3 March 2018	Administration Fund set at \$511,355.00 p.a.
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	<p>Capital Works Fund set at \$232,673.37 p.a. Building insurance continued, Dynamic Property Services appointed as strata managers, All other matters were meeting formalities and general maintenance as per the scan below, no major works tabled. Meeting closed.</p>
<p>Annual General Meeting 30 March 2019</p>	<p>Administration Fund set at \$526,695.64 p.a. Capital Works Fund set at \$239,653.00 p.a. Building insurance continued, All required window locks were installed, All other matters were meeting formalities, installations and general maintenance as per the scan below, no major works tabled. Meeting closed.</p>
<p>Strata Committee Meeting 22 April 2020</p> <p>Strata Committee Meeting 8 October 2020</p> <p>Annual General Meeting 8 December 2020</p>	<p>Building management contract renewed, Meeting closed.</p> <p>General maintenance and ongoings are recorded as per the attachment below.</p> <p>Administration Fund set at \$440,000.00 p.a. Capital Works Fund set at \$63,110.30 p.a. Building insurance continued, All other matters were meeting formalities and general maintenance as per the scan below, no major works tabled. Meeting closed.</p>
<p>Annual General Meeting 2021</p> <p>Strata Committee Meeting 21 July 2021</p> <p>Strata Committee Meeting 25 November 2021</p>	<p>Not held due to the COVID issue.</p> <p>General maintenance and ongoings are recorded as per the attachment below.</p> <p>Various approvals including installation of air conditioning and general maintenance is recorded.</p> <p>General maintenance and ongoings are recorded as per the attachment below.</p>
<p>Annual General Meeting 31 March 2022</p>	<p>Administration Fund set at \$506,000.00 p.a.</p>

<p>Strata Committee Meeting 9 June 2022</p>	<p>Capital Works Fund set at \$63,100.00 p.a. Building insurance continued, All other matters were meeting formalities and general maintenance as per the scan below, no major works tabled. Strata Committee Meeting: Meeting formalities recorded only. Meeting closed.</p> <p>General maintenance and bylaw breaches recorded only as per the attachment below. Meeting closed.</p>
<p>Other comments.</p>	<p>This report is to be taken in context and in conjunction with the scans below. The current set of bylaws are in the contract of sale as required, the set attached may not be up to date as strata management have their own set of records.</p>

Owner Ledger

Start Date: 01/09/2020

End Date: 30/09/2024

Owners: One only

Level 27, 66-68 Goulburn Street
SYDNEY NSW 2000
T 02 9267 6334
E enquiries@dynamicproperty.com.au
ABN 67 002 006 760

*Liability Limited by a scheme approved
under Professional Standards Legislation*

The Owners - Strata Plan No 55170

Marsfield Gardens, 94-116 Culloden Rd, MARSFIELD NSW 2122

Lot 89 Unit 93 Q Shen, K Lee & F Shen

UE / AE: 2.00 / 306.00

Levies

Levy no.	Due date	Frequency	Details	Admin Fund		Capital Works Fund		Interest paid	Discount	Levy type	Status	Group
				Due	Paid	Due	Paid					
			Balance brought forward	0.00		0.00						
1	01/11/2020	Quarterly	Quarterly Admin/Capital Works Levy	860.61	860.61	391.59	391.59	0.00	0.00%	Standard	Normal	None
2	01/11/2020	Quarterly	By-Law Gas Charge	195.62	195.62	0.00	0.00	0.00	0.00%	Standard	Normal	None
3	01/02/2021	Quarterly	Quarterly Admin/Capital Works Levy	671.73	671.73	564.00	564.00	0.00	0.00%	Standard	Normal	None
4	01/02/2021	Quarterly	By-Law Gas Charge	137.02	137.02	0.00	0.00	0.00	0.00%	Standard	Normal	None
5	01/05/2021	Quarterly	Quarterly Admin/Capital Works Levy	671.73	671.73	564.00	564.00	0.00	0.00%	Standard	Normal	None
6	01/05/2021	Quarterly	By-Law Gas Charge	137.02	137.02	0.00	0.00	0.00	0.00%	Standard	Normal	None
7	01/08/2021	Quarterly	Quarterly Admin/Capital Works Levy	671.73	671.73	564.00	564.00	0.00	0.00%	Standard	Normal	None
8	01/08/2021	Quarterly	By-Law Gas Charge	137.02	137.02	0.00	0.00	0.00	0.00%	Standard	Normal	None
9	01/11/2021	Quarterly	Quarterly Admin/Capital Works Levy	718.95	718.95	520.89	520.89	0.00	0.00%	Standard	Normal	None
10	01/11/2021	Quarterly	By-Law Gas Charge	151.67	151.67	0.00	0.00	0.00	0.00%	Standard	Normal	None
11	25/11/2021	Once-off	Lot 89 (Unit 93) - 1 x Abloy Key	200.00	200.00	0.00	0.00	0.00		Owner Invoice	Normal	None
12	01/02/2022	Quarterly	Quarterly Admin/Capital Works Levy	718.95	718.95	520.89	520.89	0.00	0.00%	Standard	Normal	None
13	01/02/2022	Quarterly	By-Law Gas Charge	151.67	151.67	0.00	0.00	0.00	0.00%	Standard	Normal	None
14	01/05/2022	Quarterly	Quarterly Admin/Capital Works Levy	934.64	934.64	465.14	465.14	0.00	0.00%	Standard	Normal	None
15	01/05/2022	Quarterly	By-Law Gas Charge	151.67	151.67	0.00	0.00	0.00	0.00%	Standard	Normal	None
16	01/08/2022	Quarterly	Quarterly Admin/Capital Works Levy	934.64	934.64	465.14	465.14	0.00	0.00%	Standard	Normal	None
17	01/08/2022	Quarterly	By-Law Gas Charge	151.67	151.67	0.00	0.00	0.00	0.00%	Standard	Normal	None
18	01/11/2022	Quarterly	Quarterly Admin/Capital Works Levy	826.80	826.80	493.02	493.02	0.00	0.00%	Standard	Normal	None

The Owners - Strata Plan No 55170

Marsfield Gardens, 94-116 Culloden Rd, MARSFIELD NSW 2122

Lot 89 Unit 93 Q Shen, K Lee & F Shen

UE / AE: 2.00 / 306.00

19	01/11/2022	Quarterly	By-Law Gas Charge	151.67	151.67	0.00	0.00	0.00	0.00%	Standard	Normal	None
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Current position: Unallocated prepayments \$79.96

Levy arrears & owner invoices due \$0.00

Interest on levy arrears \$0.00

Receipts

Date	Receipt no.	Subtype	Status	Source	Admin Fund		Capital Works Fund		Unallocated	Total amount	Cheque no.	Levy no.
					Paid	Interest	Paid	Interest	Paid			
21/10/2020	14663	Receipt	Banked		1,056.23	0.00	391.59	0.00	0.00	1,447.82		1, 2
21/01/2021	14804	Receipt	Banked		808.75	0.00	564.00	0.00	0.00	1,372.75		3, 4
22/04/2021	14944	Receipt	Banked		808.75	0.00	564.00	0.00	0.00	1,372.75		5, 6
23/08/2021	15185	Receipt	Banked		808.75	0.00	564.00	0.00	0.00	1,372.75		7, 8
27/10/2021	15261	Receipt	Banked		870.62	0.00	520.89	0.00	0.00	1,391.51		9, 10
25/01/2022	15401	Receipt	Banked		1,070.62	0.00	520.89	0.00	0.00	1,591.51		11, 12, 13
29/04/2022	15558	Receipt	Banked		1,086.31	0.00	465.14	0.00	0.00	1,551.45		14, 15
29/06/2022	15650	Receipt	Banked		1,086.31	0.00	465.14	0.00	0.00	1,551.45		16, 17
03/08/2022	15752	Receipt	Banked		978.47	0.00	493.02	0.00	79.96	1,551.45		18, 19

INTERIM REPORTS

for the financial year to 30/09/2022

Strata Plan 55170

**Marsfield Gardens, 94-116 Culloden Rd, MARSFIELD NSW
2122**

Manager: Tiffany Burn

Balance Sheet

Income & Expenditure Statement

Balance Sheet

As at 13/09/2022

The Owners - Strata Plan No 55170

Marsfield Gardens, 94-116 Culloden Rd, MARSFIELD
NSW 2122

Current period

Owners' funds

Opening Balance--Admin	(3,632.95)
Operating Surplus/Deficit--Admin	47,482.39
	43,849.44
Opening Balance--Capital Works	670,033.88
Operating Surplus/Deficit--Capital Works	144,602.00
	814,635.88
Net owners' funds	\$858,485.32

Represented by:

Assets

Cash at Bank	408,757.32
Investments	475,463.73
Receivable--Levies	19,580.11
Receivable--Owners	859.82
Receivable--Sundry Debtor--Admin	1,580.40
Total assets	906,241.38

Less liabilities

Creditor--GST	10,341.56
Deposits Received--Keys--Admin	35,640.00
Prepaid Levies	1,694.54
Prepaid Levies--Unallocated	79.96
Total liabilities	47,756.06

Net assets

\$858,485.32

Income & Expenditure Statement for the financial year-to-date 01/11/2021 to 13/09/2022

The Owners - Strata Plan No 55170

Marsfield Gardens, 94-116 Culloden Rd, MARSFIELD
NSW 2122

Administrative Fund

	Current period 01/11/2021-13/09/2022	Annual budget 01/11/2021-31/10/2022	Previous year 01/11/2020-31/10/2021
Revenue			
Certificate & Search Fees	342.00	0.00	420.00
Interest on Arrears--Admin	799.07	0.00	1,171.76
Interest on Investments--Admin	107.19	0.00	57.07
Levies Due--Admin	459,997.32	460,000.00	399,996.90
Recoveries	57,373.00	57,372.00	57,372.98
Recovery--Legal Fees	1,957.31	1,500.00	3,127.80
<i>Total revenue</i>	<u>520,575.89</u>	<u>518,872.00</u>	<u>462,146.51</u>
Less expenses			
Administration-Application Fee	516.82	450.00	450.00
Administration-Audit Fees	470.00	460.00	460.00
Administration-Capital Works Fund Forecast	0.00	0.00	2,278.64
Administration-Income Tax	(2,931.70)	2,697.00	2,697.00
Administration-Legal Costs	440.00	0.00	0.00
Administration-Petty Cash Expense	1,700.80	2,000.00	1,439.94
Administration-Professional Services	3,905.00	0.00	0.00
Administration-WH & S Report	0.00	0.00	1,500.00
Consulting-Fees	797.27	0.00	0.00
Insurance-Premium	69,358.75	66,336.95	60,306.32
Insurance-Valuation	420.00	0.00	740.00
Maintenance-Facilities-Gym	1,055.00	2,000.00	1,590.00
Maintenance-Facilities-Pool/Spa/Sauna	10,656.86	10,500.00	10,527.43
Maintenance-Fire Services	8,006.03	13,500.00	7,789.68
Maintenance-Garage Doors	5,049.99	3,000.00	2,559.10
Maintenance-Pest Control	4,500.91	4,500.00	4,220.00
Maintenance-Security Equipment	1,165.83	4,000.00	4,650.00
Management-Additional Fees	7,308.81	15,000.00	6,760.12
Management-Certificate Search Fees	202.00	0.00	420.00
Management-Combined fee	954.55	0.00	0.00
Management-Debt Recovery Fee	2,799.03	3,000.00	3,234.20
Management-Investment Account Mgmt	158.18	200.00	157.37
Management-Management Fee	29,936.62	40,069.32	36,363.96
Management-On Site-Management	65,374.50	97,500.00	89,529.00
Management-On Site-Office Expenses	3,048.00	3,500.00	4,699.20
Management-Repair Co-ordination	0.00	0.00	148.81
Repairs-Electrical	3,483.00	4,000.00	3,899.00
Repairs-Fire-Equipment	0.00	2,000.00	1,849.30

Administrative Fund

	Current period	Annual budget	Previous year
	01/11/2021-13/09/2022	01/11/2021-31/10/2022	01/11/2020-31/10/2021
Repairs-General	14,262.38	11,000.00	14,165.54
Repairs-Gutters & Downpipes	0.00	5,000.00	0.00
Repairs-Plumbing	23,671.93	10,000.00	7,738.39
Services-Cleaning-Carpet	830.00	2,000.00	2,080.00
Services-Cleaning-Contract	46,684.73	100,000.00	56,916.26
Services-Grounds-Contract	31,440.72	0.00	44,538.74
Telephone-General	693.51	1,000.00	869.50
Utilities-Electricity	31,627.76	40,000.00	42,773.53
Utilities-Gas	70,779.92	60,000.00	65,550.38
Utilities-Gas B	1,615.48	0.00	0.00
Utilities-Water Use	33,110.82	50,000.00	53,618.44
<i>Total expenses</i>	473,093.50	553,713.27	536,519.85
Surplus/Deficit	47,482.39	(34,841.27)	(74,373.34)
Opening balance	(3,632.95)	(3,632.95)	70,740.39
Closing balance	\$43,849.44	-\$38,474.22	-\$3,632.95

Capital Works Fund

	Current period	Annual budget	Previous year
	01/11/2021-13/09/2022	01/11/2021-31/10/2022	01/11/2020-31/10/2021
Revenue			
Interest on Arrears--Capital Works	464.23	0.00	745.63
Interest on Investments--Capital Works	1,601.13	0.00	2,169.95
Levies Due--Capital Works	274,296.52	274,297.04	289,808.33
<i>Total revenue</i>	<u>276,361.88</u>	<u>274,297.04</u>	<u>292,723.91</u>
Less expenses			
Consulting-Engineer	0.00	10,000.00	3,225.00
Consulting-Fees	3,950.00	0.00	0.00
Maintenance-Facilities-Pool/Spa/Sauna	0.00	15,000.00	0.00
Maintenance-Facilities-Tennis	0.00	25,000.00	0.00
Replacements/New-Driveways & Paths	0.00	60,000.00	0.00
Replacements/New-Electrical	6,458.00	50,000.00	22,661.00
Replacements/New-Facilities	0.00	0.00	1,340.91
Replacements/New-Fire-Equipment	12,144.42	15,000.00	9,699.28
Replacements/New-Floor Coverings	1,818.18	5,000.00	0.00
Replacements/New-Garage Doors	0.00	5,000.00	2,189.55
Replacements/New-General	61,346.10	55,000.00	51,344.73
Replacements/New-Painting	24,900.00	30,000.00	0.00
Replacements/New-Plumbing	0.00	20,000.00	7,168.50
Replacements/New-Plumbing-Hot Water System	0.00	10,000.00	0.00
Replacements/New-Pool-Spa-Gym	0.00	15,000.00	2,062.73
Replacements/New-Roof	7,400.00	20,000.00	6,008.00
Replacements/New-Security Equipment	9,881.82	20,000.00	26,453.00
Replacements/New-Windows	0.00	4,000.00	1,318.18
Services-Grounds-Tree Lopping/Removal	3,861.36	10,000.00	8,050.00
<i>Total expenses</i>	<u>131,759.88</u>	<u>369,000.00</u>	<u>141,520.88</u>
Surplus/Deficit	<u>144,602.00</u>	<u>(94,702.96)</u>	<u>151,203.03</u>
Opening balance	670,033.88	670,033.88	518,830.85
Closing balance	<u>\$814,635.88</u>	<u>\$575,330.92</u>	<u>\$670,033.88</u>



Level 33, 101 Miller Street
North Sydney NSW 2060

PO BOX 500, North Sydney NSW 2059

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	HU0023029
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	31/05/2022 to 31/05/2023 at 4:00pm
The Insured	THE OWNERS - STRATA PLAN 55170
Situation	94-116 CULLODEN ROAD MARSFIELD NSW 2122

Policies Selected

Policy 1 – Insured Property

Building: \$68,450,000

Common Area Contents: \$684,500

Loss of Rent & Temporary Accommodation (total payable): \$10,267,500

Policy 2 – Liability to Others

Sum Insured: \$50,000,000

Policy 3 – Voluntary Workers

Death: \$300,000

Total Disablement: \$3,000 per week

Policy 4 – Workers Compensation

Not Available

Policy 5 – Fidelity Guarantee

Sum Insured: \$250,000

Policy 6 – Office Bearers' Legal Liability

Sum Insured: \$20,000,000

Policy 7 – Machinery Breakdown

Sum Insured: \$10,000

Policy 8 – Catastrophe Insurance

Sum Insured: \$20,535,000

Extended Cover - Loss of Rent & Temporary Accommodation: \$3,080,250

Escalation in Cost of Temporary Accommodation: \$1,026,750

Cost of Removal, Storage and Evacuation: \$1,026,750

Policy 9 – Government Audit Costs and Legal Expenses

Government Audit Costs: \$25,000

Appeal expenses – common property health & safety breaches: \$100,000

Legal Defence Expenses: \$100,000

Policy 10 – Lot owners' fixtures and improvements (per lot)

Sum Insured: \$250,000

Flood Cover is included.

CommunitySure Endorsement

CHU advises that, in line with our underwriting guidelines and your disclosed information and / or your request, the following policy condition applies to the above policy. This policy condition should be read in conjunction with, and as forming part of, your existing policy wording.

Special Benefit 7 of Policy 1 – Insured Property is hereby deleted and replaced with the following:

Fusion of motors

We will pay up to \$10,000 for the cost of repairing or replacing an electric motor forming part of Your Insured Property damaged by Fusion.

If the motor forms part of a sealed unit We will also pay for the cost of replacing gas.

If the motor in a sealed unit cannot be repaired or replaced because of the unit's inability to use a different type of refrigerant (a new gas as required by regulation) or parts are no longer available then We will only pay the cost that would have been incurred in repairing a sealed unit in an equivalent modern day appliance. If an equivalent modern day appliance is not available, then one as close as possibly equivalent will be the basis of any claim.

We will not pay for:

- a. motors under a guarantee or warranty or maintenance agreement;
- b. other parts of any electrical appliance nor for any software;
- c. lighting or heating elements, fuses, protective devices or switches;
- d. contact at which sparking or arcing occurs in ordinary working

How We will settle Your Fusion claim

We will at Our option repair or replace the Insured Property or pay for the cost of same to a condition equal to but not better or more extensive than its condition immediately before the Fusion. We will not make any deduction for Depreciation in respect of parts replaced. We will not pay for the cost of any alterations, additions, improvements, modifications or overhauls.

Where components or manufacturers' specifications are no longer available due to obsolescence, the basis of settlement will be the cost of providing alternative suitable components equal to but not better or more extensive than the original component being substituted.

Special Benefit 8 of Policy 1 – Insured Property is hereby deleted and replaced with the following:

Environmental improvements

If Damage to Your Insured Property is admitted as a claim under Policy 1 – Insured Property and the cost to rebuild, replace or repair the Damaged portion is more than ten percent (10%) of what the cost would have been had Your Insured Property been totally destroyed We will, in addition to the cost of environmental improvements claimable under Policy 1 – Insured Property, also pay up to \$20,000 for the cost of additional environmental improvements not previously installed such as rainwater tanks, solar energy and grey water recycling systems.

Special Benefit 12 of Policy 1 – Insured Property is hereby deleted and replaced with the following:

Keys, lock replacement

We will pay up to \$10,000 for the reasonable costs You necessarily incur in:

- a. re-keying or re-coding locks together with replacement keys; or
- b. replacing locks with locks of a similar type and quality if they cannot be re-keyed or re-coded;

If the keys to Your Insured Property are stolen as a consequence of forcible entry into or out of:

- i. any building forming part of such property;
- ii. the premises of a keyholder; or
- iii. during the hold-up of a person who normally has the keys in their possession. We will not pay if there are reasonable grounds to believe the keys or codes have been stolen or duplicated by any occupant or previous occupant of Your Insured Property, or by their family or friends.

We will not pay if there are reasonable grounds to believe the keys or codes have been stolen or duplicated by any occupant or previous occupant of Your Insured Property, or by their family or friends.

Special Benefit 13 of Policy 1 – Insured Property is hereby deleted and replaced with the following:

Landscaping

We will pay the lesser of one percent (1%) of the Building Sum Insured under Policy 1 – Insured Property or \$100,000, for the reasonable costs You or a Lot Owner necessarily incur in replacing or repairing Damaged trees, shrubs, plants, lawns or rockwork at Your Situation lost or damaged by an Event claimable under Policy 1 – Insured Property.

For fallen trees or branches that have caused Damage to Your Insured Property, We will pay up to \$50,000 for the reasonable professional costs You necessarily incur for their removal and disposal.

We will not pay for removal or disposal of trees or branches that have fallen and not Damaged Your Insured Property.

Special Benefit 24 of Policy 1 – Insured Property is hereby deleted and replaced with the following:

Water removal from basement

We will pay up to \$5,000 for the reasonable costs You necessarily incur in removing water from the basement or undercroft area of Your Insured Property if such inundation is directly caused by Storm or Rainwater.

We will not pay if the inundation is caused by any other Event that is not claimable under Policy 1 – Insured Property.

The Table of Benefits in Policy 3 – Voluntary Workers is replaced by

Insured Event	Benefit
1. Death	\$300,000
2. Total and irrecoverable loss of all sight in both eyes	\$300,000
3. Total and permanent loss of the use of both hands or of the use of both feet or the use of one hand and one foot	\$300,000
4. Total and permanent loss of the use of one hand or of the use of one foot	\$150,000
5. Total and irrecoverable loss of all sight in one eye	\$150,000

6.a.	Total Disablement from engaging in or attending to usual profession, business or occupation in respect of each week of Total Disablement up to a maximum of 104 weeks. The maximum benefit per week is:	\$3,000
6.b.	Partial Disablement from engaging in or attending to usual profession, business or occupation in respect of each week of Partial Disablement up to a maximum of 104 weeks. The maximum benefit per week is:	\$1,500
7.	The reasonable cost of domestic assistance certified by a qualified medical practitioner that a Voluntary Worker is totally disabled from performing his/her usual profession, business, occupation or usual household activities – in respect of each week of disablement a weekly benefit not exceeding \$750 up to a maximum of:	\$7,500
8.	The reasonable cost of travel expenses necessarily incurred at the time of, or subsequent to, the sustaining of bodily injury to obtain medical treatment – up to a maximum of:	\$3,000
9.	The reasonable cost of home tutorial expenses if the Voluntary Worker is a full time student – in respect of each week of Total Disablement a weekly benefit not exceeding \$375 up to a maximum of:	\$3,750
10.	The reasonable cost of burial or cremation of a Voluntary up to a maximum of:	\$7,500

Other than as set out above, the terms, conditions, exclusions and limitations contained in Your Policy remain unaltered.

Date Printed

27/05/2022

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

Fire Safety Statement

Part 9 of the Environmental Planning and Assessment Regulation 2000



Please note:

Information to assist building owners to complete each section of the statement is provided on pages 3, 4 and 5.

Section 1: Type of statement

This is (mark applicable box): ☒ an annual fire safety statement (complete the declaration at Section 8 of this form)
☐ a supplementary fire safety statement (complete the declaration at Section 9 of this form)

Section 2: Description of the building or part of the building

This statement applies to: ☒ the whole building ☐ part of the building

Address

94-116 CULLODEN ROAD MARSFIELD 2122

Lot No. (if known)	DP/SP (if known)	Building name (if applicable)
	SP 55170	

Provide a brief description of the building or part (building use, number of storeys, construction type etc)

2 STOREYS ABOVE GROUND, RESIDENTIAL

Section 3: Name and address of the owner(s) of the building or part of the building

Name

The Owners – Strata Plan 55170

Address

C/- Dynamic Property Services, Level 25/66 Goulburn Street, Sydney NSW 2000

Section 4: Fire safety measures

Fire safety measure	Minimum standard of performance	Date(s) assessed	APFS *
Portable fire extinguishers	AS 2444 -2001	4.5.2021	F052446A
Fire hose reels	AS 2441-1988	4.5.2021	F052446A
Fire hydrant system	AS 2419.1-1994	4.5.2021	F052446A
Fire sprinkler system	AS 2118.1	4.5.2021	F014680A
Fire stopping	AS 1530.4	5.6.2021	F052446A
Paths of travel	EPA regulation 80 GJ	5.6.2021	F052446A
Warning and operational signs	EPA regulation 80 GG	5.6.2021	F052446A
Smoke alarms	AS 3786 -1993	5.6.2021	F052446A
Fire doors	AS 1905.1-1997	5.6.2021	F052446A
Emergency Lights	AS 2293.1	01/06/2021	F052433A
Exit Signs	AS 2293.1	01/06/2021	F052433A
Fire Alarm Monitoring Communication Link	AS 4428.6-1997, AS 1670.3-2004	08-07-2021	F020912A

* See notes on page 4 about how to correctly identify an accredited practitioner (fire safety) (APFS).

Section 5: Inspection of fire exits and paths of travel to fire exits (Part 9 Division 7)

94-116 CULLODEN ROAD MARSFIELD 2122

Fire Safety Statement

Part 9 of the Environmental Planning and Assessment Regulation 2000



Part of the building inspected	Date(s) inspected	APFS *
WHOLE	5.6.2021	F052446A

* See notes on page 4 about how to correctly identify an accredited practitioner (fire safety) (APFS).

Section 6: Name and contact details of each accredited practitioner (fire safety) (APFS)

Full name	Phone	Email	Accreditation No.*	Signature
Tim Steain	9638 0587	afss@extinguisherservices.com	F052446A	
Joey Wanstall	02 9674 4811	Joey@celticfire.com.au	F014680A	
Sean Eric Joseph	0296661555	sjoseph@romteckgrid.com.au	F020912A	
Jason Micallef	1300135194	info@cjmelectrical.com.au	F052433A	

* Where applicable – see notes on page 4 for further information.

Section 7: Name and contact details of the person issuing this statement

Full name	
Tiffany Burn	
Organisation (if applicable)	Title/Position (if applicable)
Dynamic Property Services	Licensed Strata Managing Agent
Phone	Email
02 9267 6334	Tiffany.Burn@dynamicproperty.com.au

The person issuing the statement must not be an APFS listed in section 6 or their employer/employee or direct associate.

Section 8: Annual fire safety statement declaration

I, Tiffany Burn (insert full name) being the: ☐ owner ☒ owner's agent

declare that:

- each essential fire safety measure specified in this statement has been assessed by an accredited practitioner (fire safety) and was found, when it was assessed, to be capable of performing:
 - in the case of an essential fire safety measure applicable by virtue of a fire safety schedule, to a standard no less than that specified in the schedule, or
 - in the case of an essential fire safety measure applicable otherwise than by virtue of a fire safety schedule, to a standard no less than that to which the measure was originally designed and implemented, and
- the building has been inspected by an accredited practitioner (fire safety) and was found, when it was inspected, to be in a condition that did not disclose any grounds for a prosecution under Division 7 of Part 9 of the Regulation.

Owner/Agent Signature	Date issued
	30/07/2021

Section 9: Supplementary fire safety statement declaration

I, Click here (insert full name) being the: ☐ owner ☐ owner's agent

declare that each critical fire safety measure specified in the statement has been assessed by an accredited practitioner (fire safety) and was found, when it was assessed, to be capable of performing to at least the standard required by the current fire safety schedule for the building for which this statement is issued.

Owner/Agent Signature	Date issued

Fire Safety Statement

Information to help building owners complete the Fire Safety Statement form



Note:

A current fire safety schedule for the building must be attached to the statement in accordance with the Regulation.

Fire Safety Statement

Information to help building owners complete the Fire Safety Statement form



Please note:

The following information has been provided to help building owners complete the fire safety statement template and does not comprise part of the form. The following pages do not have to be displayed in the building and need not be submitted to the local council and the Commissioner of Fire and Rescue NSW.

General

- Please print in CAPITAL LETTERS and complete all relevant sections in full.
- A reference to 'the Regulation' is a reference to the *Environmental Planning and Assessment Regulation 2000*.
- An 'APFS' is an accredited practitioner (fire safety) as defined in clause 3 of the Regulation.
- The completed fire safety statement form must be submitted to both the local council and Fire and Rescue NSW.
- Please contact your local council for further information about how to submit the completed statement.
- Completed statements can be emailed to Fire and Rescue NSW at afss@fire.nsw.gov.au. Alternately, statements can be posted to Fire and Rescue NSW, Locked Bag 12, Greenacre NSW 2190. For further information about this process, please visit the 'Lodge a fire safety statement' page at www.fire.nsw.gov.au.
- As soon as practicable after issuing the fire safety statement, the building owner must display a copy (together with a copy of the current fire safety schedule) in a prominent location within the building.
- Further information about building fire safety is available on the 'Fire safety' page of the Department's website at www.planning.nsw.gov.au.

Section 1: Type of statement

- Mark the applicable box to identify if the statement being issued is an annual fire safety statement or a supplementary fire safety statement.
- An annual fire safety statement is issued under clause 175 of the Regulation and relates to each essential fire safety measure that applies to the building.
- A supplementary fire safety statement is issued under clause 178 of the Regulation and relates to each critical fire safety measure that applies to the building.

Section 2: Description of the building or part of the building

- Mark the applicable box to identify whether the statement relates to the whole building or part of the building.
- In addition to the address and other property identifiers, a brief description of the building or part is to be provided. This could include the use(s) of the building (e.g. retail, offices, residential, assembly, carparking), number of storeys (above and/or below ground), construction type or other relevant information.
- If the description relates to part of a building, the location of the part should be included in the description.

Section 3: Name and address of the owner(s) of the building or part of the building

- Provide the name and address of each owner of the building or part of the building.
- The owner of the building or part of the building could include individuals, a company, or an owner's corporation.

Section 4: Fire safety measures

- The purpose of this section is to identify all of the fire safety measures that apply to a building or part of a building.
- Fire safety measures include both essential fire safety measures and critical fire safety measures. They include items such as portable fire extinguishers, fire hydrants, fire sprinklers, fire detection and alarm systems and lightweight construction.
- Essential fire safety measures are those fire safety measures which are assessed on an annual basis, while critical fire safety measures are those which are required to be assessed at more regular intervals (as detailed on the fire safety schedule). These terms are defined in clause 165 of the Regulation.
- For annual fire safety statements, the table in section 4 must list each of the essential fire safety measures that apply to the building or part of the building and the relevant standard of performance. The date(s) on which these measures were assessed and inspected must be within the 3 months prior to the date the annual fire safety statement is issued.

- For supplementary fire safety statements, the table in section 4 must list each of the relevant critical fire safety measures that apply to the building or part and the relevant standard of performance. The date(s) on which these measures were assessed and inspected must be within 1 month prior to the date the supplementary fire safety statement is issued.
- The accreditation number of the APFS who assessed a fire safety measure listed in section 4 must be nominated against the relevant measure(s) in the column titled 'APFS'. If the APFS is not required to hold accreditation, the name of the APFS must be listed. Further information relating to the accreditation of practitioners is provided at section 6.

Section 5: Inspection of fire exits and paths of travel to fire exits (Part 9 Division 7)

- This section applies only to an annual fire safety statement.
- The purpose of this section is to identify that an APFS has inspected the fire exits, fire safety notices, doors relating to fire exits and paths of travel to fire exits in the building or part of the building and found there has been no breach of Division 7 of Part 9 of the Regulation.
- The table in section 5 must detail the parts of the building that were inspected. The date(s) of the inspection(s) must be within the 3 months prior to the date the annual fire safety statement is issued.
- The accreditation number of the APFS who inspected the whole or part of the building listed in section 5 must be nominated against the relevant part in the column titled 'APFS'. Further information relating to the accreditation of practitioners is provided at section 6.

Section 6: Name and contact details of each accredited practitioner (fire safety) (APFS)

- An APFS is a person engaged by the building owner(s) to undertake the assessment of fire safety measures in section 4 and the inspection of the buildings exit systems in section 5 (for an annual fire safety statement).
- The purpose of this section is to record the name and contact details of each APFS who assessed a fire safety measure listed in section 4 or inspected the building or part of the building as specified in section 5.
- Each APFS listed in the table must also sign the fire safety statement. Alternatively, an APFS could provide the building owner or agent with a separate signed document to endorse the relevant part of the fire safety statement.
- The first industry accreditation scheme for APFS has been approved by the NSW Government.
- From July 1 2020, a building owner must select an APFS from a register of accredited practitioners. The accreditation number of each relevant APFS must be listed on the form.
- If the building owner has determined the competence of the APFS because the Commissioner for Fair Trading is satisfied there are no practitioners accredited under an industry approved accreditation scheme to assess a specific fire safety measure and has authorised the owner to do so, there is no requirement to include an accreditation number on the form.
- Further information about the approved industry accreditation schemes can be found on the 'Fire safety practitioners' page of the NSW Fair Trading website at www.fairtrading.nsw.gov.au.

Section 7: Name and contact details of the person issuing the statement

- The purpose of this section of the form is to detail the name and contact details of the person who is issuing the statement i.e. the person who completes and signs section 8 or section 9 of the form. This could be the owner(s) of the building or a nominated agent of the owner(s).
- Where a person issues the statement on behalf of an organisation (as the owner of the building), the name of the organisation and the title/position of the person must be provided. The person issuing the statement as a representative of the organisation must have the appropriate authority to do so.
- Where a person issues the statement on behalf of the owner(s) (as the owner's agent), this person must have the appropriate authority from the building owner(s) to undertake this function.
- In the case of a building with multiple owners, one owner may issue the statement, however each of the other owners must authorise the owner who issues the statement to act as their agent.
- The person issuing the statement must not be an APFS who is listed in section 6 or their employer/employee or direct associate. This recognises the different roles and responsibilities for building owner(s) and the APFS in the fire safety statement process. This is important because the Regulation makes building owners responsible for declaring that fire safety measures have been assessed and the building inspected (for the purposes of section 5) by an APFS. This ensures that building owners, who are ultimately responsible, remain engaged in the fire safety statement process.
- In addition, only the building owner(s) can determine that a person is competent to perform the fire safety assessment functions where there is no person who holds accreditation. The building owner(s) are also responsible

for ensuring that essential fire safety measures are maintained in accordance with clause 182 of the Regulation. An agent cannot be made responsible for these requirements.

Section 8: Annual fire safety statement declaration

- The person completing this section is the person who is issuing the annual fire safety statement in accordance with clause 175 of the Regulation and is the same person as detailed in section 7. The person issuing the statement must identify if they are the owner or the owner's agent.
- In issuing the statement, the building owner or agent is not declaring that each fire safety measure meets the minimum standard of performance, but rather that each fire safety measure has been assessed, and was found by an APFS to be capable of performing to that standard, as listed in section 4. In performing this function, the building owner or owner's agent could obtain documentation from each APFS to verify that the standard of performance has been met, prior to completing the form and issuing the statement.
- The person who issues the statement by completing section 8 or section 9 of the form must not be an APFS who was involved in the assessment of any of the fire safety measures, or inspection of the building for the purposes of the statement, or their employer/employee or direct associate. This is to ensure that building owners, who are ultimately responsible, remain engaged in the fire safety statement process.

Section 9: Supplementary fire safety declaration

- The person completing this section is the person who is issuing the supplementary fire safety statement in accordance with clause 178 of the Regulation and is the same person as detailed in section 7. The person issuing the statement must identify if they are the owner or the owner's agent.
- The information provided above in relation to section 8 on what the owner is declaring also applies to a supplementary fire safety statement.

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Section 11: Fire Safety Schedule

SCHEDULE OF ESSENTIAL OR CRITICAL FIRE SAFETY MEASURES

The following items shall be certified

94-116 CULLODEN ROAD MARSFIELD 2122

FIRE SAFETY SCHEDULE

Fire Safety Measure	Minimum Standard of Performance
PORTABLE FIRE EXTINGUISHERS	AS 2444 -2001
FIRE HOSE REELS	AS 2441-1988
FIRE HYDRANT SYSTEM	AS 2419.1-1994
FIRE SPRINKLER SYSTEM	AS 2118.1
FIRE STOPPING	AS 1530.4
PATHS OF TRAVEL	EPA REGULATION 80 GJ
WARNING AND OPERATIONAL SIGNS	EPA REGULATION 80 GG
SMOKE ALARMS	AS 3786 -1993
FIRE DOORS	AS 1905.1-1997

SP 55170

**MINUTES OF THE ANNUAL GENERAL MEETING
STRATA PLAN 55170
MARSFIELD GARDENS | 94-116 CULLODEN ROAD, MARSFIELD**

**DATE, PLACE & TIME
OF MEETING:**

The Annual General Meeting of The Owners - Strata Plan No. **55170** was held on **Saturday 3 March 2018** in **the Gym** at **94-116 Culloden Road, Marsfield**. The meeting commenced at **9.40am**.

PRESENT:

M Matanovic (Lot 5)
X Zhuang (Lot 6)
Y Zhang (Lot 8)
S Lim & P Tan (Lot 16)
H Tsai (Lot 18)
S Yep (Lot 23)
M Choy & P Lam (Lot 26)
R Liu (Lot 27)
S Russo & D Barter (Lot 34)
M Cavanagh (Lot 36)
M Huang (Lot 39)
D Howard (Lot 43)
J Travers (Lot 44)
G Lim (Lot 49)
W Qian (Lot 54)
K Lou (Lot 60)
K Yu (Lot 61)
M Chan (Lot 65)
L Baker (Lot 68)
K Atkinson (Lot 70)
M Panetta (Lot 74)
H Cho & C Lim (Lot 76)
A Borrott (Lot 81)
K Jones (Lot 83)
L Guo (Lot 87)
S & L Macris (Lot 88)
V Hacobian (Lot 93)

A Chung (Lot 105)
M Israel (Lot 109)
T Tsang (Lot 115)
K Dugan (Lot 118)
S Chin (Lot 122)
J Prideaux (Lot 131)

PRESENT BY PROXY:

A Mirzaiani (Lot 1) to F Mirzaiani
L Tam (Lot 3) to Y Zhang
L Kang & H Kuang (Lot 4) to X Zhuang
L Lee (Lot 9) to L Guo
X Chen & L Shi (Lot 10) to Y Zhang
L Fu-Chan (Lot 12) to K Jones
A Chaddha & S Tomar (Lot 13) to L Macris
D Monaghan & Y Bi (Lot 14) to F Mirzaiani
J Wu (Lot 15) to K Jones
H Cheung (Lot 17) to J Prideaux
D Yu (Lot 19) to X Zhuang
C Dunning (Lot 22) to L Macris
A Lum (Lot 24) to M Huang
W Chan (Lot 32) to M Huang
W & E Le (Lot 33) to M Huang
W Lam (Lot 35) to F Mirzaiani
P Arnold (Lot 37) to M Harotoonian
D Na (Lot 38) to M Huang
N Chen (Lot 40) to M Huang
T & W Chan (Lot 42) to R Liu
H Kim & H Heo (Lot 46) to L Macris
Y Zhang (Lot 53) to R Liu
N Claase (Lot 55) to L Guo
Y Wang & B Hu (Lot 56) to L Guo
C Chow (Lot 59) to K Jones
Y Seto (Lot 62) to S Chin
G Cheung (Lot 64) to J Prideaux
P Chin (Lot 71) to K Jones
R Deldio (Lot 72) to L Macris
R & J Valdez (Lot 73) to R Liu
B & L So (Lot 75) to K Jones
T Leung & S Li (Lot 84) to K Jones
K Yuan & Y Zhong (Lot 85) to S Russo
L Liao (Lot 94) to R Israel
S & M David (Lot 95) to X Zhuang
Q Mao & X Chen (Lot 96) to L Macris
G Wu (Lot 97) to L Guo
S Dai & T Wei (Lot 98) to K Atkinson
L Chen (Lot 99) to X Zhuang
W Lin (Lot 100) to K Jones
J & K Mckee (Lot 101) to K Atkinson
C Wong (Lot 102) to J Prideaux
O Jang (Lot 104) to S Russo
Fe Hsu (Lot 106) to K Yu
E Chan (Lot 107) to M Israel
L & L Chan (Lot 111) to S Russo
J Wee & C Lin (Lot 113) to S Macris
L Lee (Lot 119) to L Macris

S Ho & Y Lau (Lot 120) to M Israel
W Lam (Lot 124) to M Israel
Y & L Lau (Lot 126) to K Atkinson
M Li (Lot 128) to Y Zhang

IN ATTENDANCE: R Fothergill, M McAviney and S Jedda (Dynamic Property Services)

CHAIRPERSON: R Fothergill (by invitation)

INELIGIBLE PROXIES: Lots 2, 7, 20, 25, 41, 86, 108, 127

UNUSED PROXIES (DUE TO QUOTA RESTRICTIONS) Nil

APOLOGIES: Nil

At the commencement of the Annual General Meeting, the Strata Committee Chairperson; Karen Jones, provided a summary of the strata committee for the outgoing year.

1. MINUTES:

That the minutes of the last General Meeting of the Owners Corporation, held on Saturday 11 February 2017, be confirmed as a true record of the proceedings of that meeting.

CARRIED

2. STRATA COMMITTEE REPORT:

That the Strata Committee report be tabled.

3. ACCOUNTING RECORDS AND BUDGET:

3.1 That the audited financial statements including the statement of key financial information for the period 1 November 2016 to 31 October 2017 be tabled and adopted, plus supplementary accounts for the period to 31 January 2018 be adopted.

CARRIED

3.2 That estimated receipts and payments (budget) for the Administrative Fund and the Capital Works Fund be tabled and adopted.

CARRIED

4. CONTRIBUTIONS:

A Poll was requested in relation to the following motion;

4.1 That contributions to the Administrative Fund (including Gas levy) are estimated in accordance with Section 79 (1) of the Act and determined in accordance with Section 81 (1) of the Act at \$464,868.18 plus GST in instalments set out in the table below:

Instalment	Due date	Administrative	GST	Total
1 (already invoiced)	01 November 2017	\$113,636.36	\$11,363.64	\$125,000.00
2 (already invoiced)	01 February 2018	\$113,636.36	\$11,363.64	\$125,000.00
3	01 May 2018	\$118,797.73	\$11,879.77	\$130,677.50
4	01 August 2018	\$118,797.73	\$11,879.77	\$130,677.50
TOTALS		\$464,868.18	\$46,486.82	\$511,355.00

Instalment	Due date	Gas levy (Administrative Fund)	GST	Total
1 (already invoiced)	01 November 2017	\$17,500.00	\$1,750.00	\$19,250.00
2 (already invoiced)	01 February 2018	\$17,500.00	\$1,750.00	\$19,250.00
3	01 May 2018	\$19,500.00	\$1,950.00	\$21,450.00
4	01 August 2018	\$19,500.00	\$1,950.00	\$21,450.00
TOTALS		\$74,000.00	\$7,400.00	\$81,400.00

Total Unit Entitlements (UE) of votes cast on this motion were 137.
Unit Entitlements Votes cast against the Motion were 71 (34.13%).

Note: As not more than 50% of the Unit Entitlements were cast against the motion, the motion was CARRIED.

CARRIED

A Poll was requested in relation to the following motion;

- 4.2 That contributions to the Capital Works Fund are estimated in accordance with Section 79 (2) of the Act and determined in accordance with Section 81 (1) of the Act at \$211,521.25 plus GST in instalments set out in the table below:

Instalment	Due date	Capital Works	GST	Total
1 (already invoiced)	01 November 2017	\$57,272.73	\$5,727.27	\$63,000.00
2 (already invoiced)	01 February 2018	\$57,272.73	\$5,727.27	\$63,000.00
3	01 May 2018	\$48,487.90	\$4,848.79	\$53,336.69
4	01 August 2018	\$48,487.90	\$4,848.79	\$53,336.69
TOTALS		\$211,521.25	\$21,152.12	\$232,673.37

Total Unit Entitlements (UE) of votes cast on this motion were 137.
Unit Entitlements Votes cast against the Motion were 71 (34.13%).

Note: As not more than 50% of the Unit Entitlements were cast against the motion, the motion was CARRIED.

CARRIED

A Poll was requested in relation to the following motion;

- 4.3 That the Administrative Fund and Capital Works Fund contributions be continued at quarterly intervals commencing on 1 November 2018 until further determined:

Administrative Fund

Due date	Amount excl. GST	GST	Amount incl. GST
01 November 2018	\$116,217.05	\$11,621.70	\$127,838.75

Gas levy (Administrative Fund)

Due date	Amount excl. GST	GST	Amount incl. GST
01 November 2018	\$18,500.00	\$1,800.00	\$20,350.00

Capital Works Fund

Due date	Amount excl. GST	GST	Amount incl. GST
01 November 2018	\$52,880.31	\$5,288.03	\$58,168.34

Total Unit Entitlements (UE) of votes cast on this motion were 137.
Unit Entitlements Votes cast against the Motion were 71 (34.13%).

Note: As not more than 50% of the Unit Entitlements were cast against the motion, the motion was CARRIED.

CARRIED

5. ANNUAL FIRE SAFETY STATEMENT:

5.1 That the Owners Corporation considers the Annual Fire Safety Statement and noted that the 2018 statement is due to be submitted on 30 June.

CARRIED

5.2 That the Owners Corporation authorise the Strata Managing Agent, Building Manager or Strata Committee to sign such documents as may be necessary in relation to the lodgement of the next Annual Fire Safety Statement (completed by a competent fire safety practitioner in accordance with the Environmental Planning and Assessment Amendment (Fire Safety and Building Certification) Regulation 2017). This includes, but is not limited to executing the Annual Fire Safety Statement and any other associated documents specific to Council requirements and includes affixing the common seal of the Owners Corporation in accordance with Section 273 of the Act if required.

CARRIED

6. INSURANCE:

6.1 That the Owners Corporation confirm that the following insurance policies are confirmed as being currently in place:

Current Insurance Details

INSURANCE CO.	TYPE OF POLICY	POLICY NO.	COVER	EXCESS	DUE DATE
CHU Underwriting Agencies Pty Ltd	Building	HU0023029	\$57,924,000	\$500.00	31/05/2018
	Loss of Rent/Temporary Accommodation		\$8,688,600	\$500.00	
	Common Area Contents		\$579,240	\$500.00	
	Legal Liability		\$50,000,000	\$0.00	
	Fidelity Guarantee		\$250,000	\$0.00	
	Office Bearers Liability		\$20,000,000	\$0.00	
	Voluntary Workers		\$300,000/3,000	\$0.00	
	Catastrophe Cover		\$17,377,200	\$0.00	
	Extended Cover – Rent/Temp Accommodation		\$2,606,580	\$0.00	
	Escalation in Cost of Temp Accommodation		\$868,860	\$0.00	
	Cost of storage & evacuation		\$868,860	\$0.00	
	Government Audit Costs		\$25,000	\$0.00	
	Appeal Expenses – Common Property Health & Safety		\$100,000	\$0.00	
	Legal Defence Expenses		\$50,000	\$1,000	
	Lot Owner's Fixtures & Improvements (per lot)		\$250,000	\$0.00	
	Flood		Included	\$1,000	

Date on which the premium was last paid: 30 May 2017

CARRIED

6.2 That the insurances of the Owners Corporation be varied at the insurer's suggested values.

CARRIED

(Additional Insurances)

6.3 That the insurances of the Owners Corporation be extended to include additional optional insurances not mentioned in the table above.

CARRIED

(Workers Compensation Insurance)

6.4 That the Owners Corporation confirm that it:

- i) does NOT employ workers with annual wages exceeding \$7,500 and therefore will not require workers compensation insurance for the coming year

CARRIED

7. COMMISSIONS AND TRAINING SERVICES:

That the Owners Corporation note a report by the Strata Managing Agent, in the agenda explanatory note, in regards to the commissions that have been paid and training services received in the last year and those commissions likely to be paid and training services provided to the Strata Managing Agent in the coming year.

CARRIED

8. VALUATION:

A Poll was requested in relation to the following motion;

8.1 That the property of the Strata Scheme be re-valued for insurance purposes, with the last valuation being undertaken on 31 May 2017.

Total Unit Entitlements (UE) of votes cast on this motion were 137.

Unit Entitlements Votes cast against the Motion were 71 (34.13%).

Note: As not more than 50% of the Unit Entitlements were cast against the motion, the motion was CARRIED.

CARRIED

A Poll was requested in relation to the following motion;

8.2 That, in the case where a valuation for insurance purposes is obtained, Dynamic Property Services be instructed to update the sum insured pursuant to the valuation received (noting that the valuation amount may be greater or less than the existing sum insured).

Total Unit Entitlements (UE) of votes cast on this motion were 137.

Unit Entitlements Votes cast against the Motion were 71 (34.13%).

Note: As not more than 50% of the Unit Entitlements were cast against the motion, the motion was CARRIED.

CARRIED

9. AUDITOR:

That an auditor be appointed for the Owners Corporation for the period 1 November 2017 to 30 October 2018 and the Strata Committee be delegated the authority to appoint the auditor.

CARRIED

10. CAPITAL WORKS FUND PLAN:

That the Owners Corporation review the Capital Works Fund analysis prepared by Sinking Fund Plans (Aust) Pty Limited in November 2013.

CARRIED

The Owners Corporation resolved to delegate to the Strata Committee the responsibility to appoint a consultant to obtain an updated Capital Works Fund analysis.

11. EXPENDITURE LIMITES AND RESTRICTED MATTERS:

11.1 That the restriction in Section 102 of the *Act*, the Strata Committee be limited from spending more than 10% over any single budget item be removed.

CARRIED

11.2 That pursuant to Section 102 of the *Act*, the Strata Committee be restricted to spending not greater than 10% above the amount determined for the total of budget expenditure.

CARRIED

11.3 That there be no additional restrictions placed on the Strata Committee other than those currently imposed by Section 36 (3) of the *Act*.

CARRIED

12. SAFETY AUDIT REPORT AND ASBESTOS SURVEY:

12.1 That the Owners Corporation review the Safety Audit report prepared by Leary & Partners on 31 August 2011 and acknowledge that all items have been completed.

CARRIED

12.2 That the Owners Corporation appoint a consultant to undertake an asbestos survey and that survey include the inspection of the common property roof cavity for the existence of loose-fill asbestos insulation (including the establishment of an asbestos register and management plan if asbestos is found in the scheme).

CARRIED

The Owners Corporation resolved to delegate to the Strata Committee the responsibility to appoint a consultant to obtain an asbestos register, as there is currently no register in place.

13. ENGAGEMENT OF CONTRACTORS:

That the Owners Corporation acknowledges that the Strata Managing Agent will not issue a Work Order or engage any contractors for the provision of any goods or services, unless they have complied with the minimum requirements set out in the table below.

Minimum requirements (as aligned to the recommended criteria as advised by Safe Work Australia)	<ul style="list-style-type: none">• Must be registered as a business for tax purposes in Australia• Must have a minimum \$20 million Public & Product Liability Insurance (in respect of each and every occurrence and unlimited in aggregate for any one period of cover)• Must have a minimum \$1 million Professional Indemnity Insurance (where applicable)• Must have Statutory Workers Compensation Insurance for all employees or Personal and Accident Insurance as a Sole Trader• Must hold all licences as relevant to services provided• Must have an established Quality Management system (Consultants only)• Must have an established Health & Safety Management system• Must accept PICA Terms and Conditions of engagement and Business Code of Conduct.
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Definitions:	<ul style="list-style-type: none"> • Contractor: means a person or organisation that is engaged, on a temporary basis, to undertake a particular task and includes consultants who provide recommendations and/or specialist professional advice. • Work Order: means a written order providing specific or blanket authorisation to a contractor to proceed with the provision of specific goods or services without further instructions.
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CARRIED

14. WINDOW LOCKS/SAFETY DEVICES:

14.1 That the Owners – Strata Plan No 55170, subject to window locks/safety devices being required to be installed, ratify the approval of the quotation from CWS (Child Safe Strata Windows) dated 20 November 2017 for the installation of the required window locks/safety devices within the lots and on common property in the sum of up to \$13,246.00 plus GST.

CARRIED

15. LEVY COLLECTION PROCEDURES:

That the Owners - Strata Plan No 55170, for the purpose of collecting levy contributions, interest and recovery costs thereon and pursuant to the *Act* (including Section 103 of the *Act*), authorise the Strata Managing Agent and/or the Strata Committee to do any of the following:

- a. Levy Recovery Step 1: issue a reminder levy notice 35 days after the levy due date;
- b. Levy Recovery Step 2: issue 1st levy recovery letter 60 days after the levy due date;
- c. Levy Recovery Step 3: issue 2nd levy recovery letter 90 days after the levy due date;
- d. Levy Recovery Step 4: 111 days after the original date the levy was due, and where the debt is in excess of \$750.00, appoint the services of a debt collection agency, obtain legal advice and/or retain legal representation of solicitors, barristers and/or experts on behalf of The Owners – Strata Plan No 55170 to issue a letter of demand and/or to commence, pursue, continue or defend any court, tribunal or any other proceedings against any lot owner, mortgagee in possession and/or former lot owner in relation to all matters arising out of the recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs;
- e. Approve Payment Plans generally or for specific lot owners;
- f. Enforce any judgment obtained in the collection of levy contributions including commencing and maintaining bankruptcy or winding up proceedings;
- g. Filing an appeal or defending an appeal against any judgment concerning the collection of levy contributions; and,
- h. Liaise, instruct and prepare all matters with the Owners Corporation's debt collection agents, lawyers and/or experts in relation to any levy recovery proceedings.

CARRIED

16. STRATA COMMITTEE:

16.1 That written and oral nominations be received at this meeting for election to the Strata Committee.

CARRIED

Nominations received were as follows:

Nominee	Nominee's Lot	Nominated By Lot	Method Of Nomination	Method Of Acceptance
Dean Howard Co-owner	43	nominated by lot 43 Miriam Howard Co-owner	Written	Verbal
Jia Wang Non-owner		nominated by lot 54 Wenan Qian Sole owner	Written	Verbal
Lyndall Macris Co-owner	88	nominated by lot 88 Stavros Macris Co-owner	Written	Verbal
Samantha Yep Co-owner	23	nominated by lot 23 Jerome Yep Co-owner	Written	Verbal
Frida Mirzaiani Non-owner		nominated by lot 1 Ani Mirzaiani Sole owner	Written	Verbal
Mark Israel Sole owner	109	self nominated	Verbal	Verbal
Li Guo Sole owner	87	Self-nominated	Verbal	Verbal
Rong Liu Co-owner	27	nominated by lot 42 Tongfei Jiang Sole owner	Verbal	Verbal
Julie Prideaux Sole owner	131	Self-nominated	Verbal	Verbal
Siu Hang Chin Sole owner	122	Self-nominated	Verbal	Verbal
Poh Hua Tan Co-owner	16	Nominated by lot 16 Seng Heng Lim Co-owner	Verbal	Verbal
Jason Travers Sole owner	44	Self-nominated	Verbal	Verbal
Maria Huang Sole owner	39	Self-nominated	Verbal	Verbal
Kirsten Atkinson Sole owner	70	Self-nominated	Verbal	Verbal
Karen Jones Sole owner	83	Self-nominated	Verbal	Verbal

16.2 That candidates for election to the Strata Committee disclose any "connections" with the original owner (developer) or Building Manager in accordance with the Act.

NOTED that NO candidate for election to the Strata Committee disclosed any "connections" with the original owner (developer) or Building Manager in accordance with the Act.

16.3 That the number of members of the Strata Committee be nine (9).

CARRIED

16.4 In accordance with clause 14(3) of Schedule 1 and Regulations 4(b) and 10 of the Act, as the number of candidate exceeds the number of members decided, a ballot was held and the following members were elected:

Poh Hua Tan (Lot 16)
 Maria Huang (Lot 39)
 Dean Howard (Lot 43)
 Jason Travers (Lot 44)
 Kirsten Atkinson (Lot 70)

Karen Jones (Lot 83)
Lyndall Macris (Lot 88)
Mark Israel (Lot 109)
Julie Prideaux (Lot 131)

CARRIED

17. ENHANCEMENT OF SECURITY SYSTEM:

That pursuant to section 108 of the Strata Schemes Management Act 2015, The Owners – Strata Plan 55170 **specially resolves** to approve the enhancement of the security system and addition of approximately 8 security cameras, in the estimated sum of \$20,000 plus GST, and delegate the function to the strata committee of entering into any necessary contracts to have these works undertaken with an appropriate contractor.

Total Unit Entitlements (UE) of votes cast on this motion were 131.

Total Unit Entitlements (UE) of votes abstaining on this motion were 2.

Unit Entitlements(UE) votes cast against the Motion were 75 (36.06%).

NOT CARRIED

Note: As more than 25% of the Unit Entitlements were cast against the motion, it was NOT SPECIALLY RESOLVED.

18. CONFIRMATION OF BY-LAW REVIEW AND OUTCOME:

That the Owners Corporation confirms that the Strata Committee has reviewed the current by-laws of the scheme and endorses the committee's recommendation that the by-laws include amendments or additions on the following matters:

- Amendment to By-Law 32 – Recovery of Costs
- Addition of By-Law 48 – Building Works
- Amendment to By-Law 22 – Gas Charges
- Addition of By-law 49 – Rules

and, these recommended changes be put to the Annual General Meeting of the Owners Corporation under motions 19, 20, 21 and 22 of this agenda.

CARRIED

19. AMENDMENT BY-LAW 32 – RECOVERY OF COSTS:

That it be **specially resolved** pursuant to Sections 141 and 143 of the Strata Schemes Management Act 2015 that the By Laws that apply to the strata scheme be amended as follows:

By-law 32 – Recovery of costs (damage to common property)

(1) In this by-law:

"Appliances" means all appliances, devices and machines at a relevant Lot, including but not limited to hot water tanks, hot water heaters, dishwashers, baths and all electrical appliances, **toilets and taps**, whether or not owned by an Owner or Occupier.

Total Unit Entitlements (UE) of votes cast on this motion were 164.

Total Unit Entitlements (UE) of votes abstaining on this motion were 43.

Unit Entitlements(UE) votes cast against the Motion were Nil (0%).

CARRIED

Note: As not more than 25% of the Unit Entitlements were cast against the motion, it was SPECIALLY RESOLVED.

20. BY-LAW 48 – BUILDING WORKS:

- 20.1 The owners corporation **SPECIALLY RESOLVES** to authorise the Authorised Owner to take such action the subject of section 108(1) of the Strata Schemes Management Act 2015 as required to carry out the Permitted Works subject to and in accordance with the Conditions, the ongoing maintenance of which is to be the responsibility of the Authorised Owner.

Total Unit Entitlements (UE) of votes cast on this motion were 184.

Total Unit Entitlements (UE) of votes abstaining on this motion were 22.

Unit Entitlements(UE) votes cast against the Motion were 2 (0.96%).

CARRIED

Note: As not more than 25% of the Unit Entitlements were cast against the motion, it was SPECIALLY RESOLVED.

Prior to the motion being formally considered, the following amendment to the by-law was proposed as an addition:

1.10 *The conditions within this by-law must be in accordance with the registered by-laws 20, 21, 29 and 36.*

On being put to the vote, the amendments and motion were **carried**.

- 20.2 Upon the amended motion becoming the motion, the owners corporation **SPECIALLY RESOLVES** to make a by-law to which Division 3 of Part 7 of the Strata Schemes Management Act 2015 applies in the form of the Proposed By-Law and to complete, affix the seal to and lodge in the Registrar-General's office notification of the same in the form approved under the Real Property Act 1900 as contemplated by section 141(2)(a) of the Strata Schemes Management Act 2015.

By-law 48– Building Works

1 Approval of work

1.1 Work

Subject to the conditions herein the Authorised Owner may carry out and keep the Permitted Work.

1.2 Exclusive use

Subject to the conditions herein the Authorised Owner has exclusive use of the Exclusive Use Area.

1.3 Building Works

In respect of Building Works that the Authorised Owner is required or permitted to carry out under this by-law:

- (a) the Authorised Owner must comply, and those Building Works must comply, with the Building Works Conditions; and
- (b) those Building Works must be undertaken in accordance with, and comply with, any applicable provisions of the Scope of Works.

1.4 Ongoing maintenance and use

The Authorised Owner, at their own cost:

- (a) is responsible for the ongoing proper maintenance of, and keeping in a state of good and serviceable repair, the Exclusive Use Area, and must do any Building Works necessary to effect the same;

- (b) must renew and replace any fixtures or fittings comprised in the Exclusive Use Area, and must do any Building Works necessary to effect the same;
- (c) must ensure that the Exclusive Use Area is used in accordance with and continues to comply with the requirements hereof and any applicable law or Approval; and
- (d) must ensure that the Exclusive Use Area is kept clean and tidy at all times and free from hazards posing a risk of injury or death to persons or damage to property.

1.5 Access

The Authorised Owner must provide the owners corporation with access to the Authorised Lot and the Exclusive Use Area for the purpose of monitoring or enforcing compliance herewith (or if the Authorised Owner is not also the occupier of the Authorised Lot, the Authorised Owner must do all things within their power to procure such access) as follows:

- (a) during a period where Building Works are being carried out, within 24 hours of a request by the owners corporation; or
- (b) in any other case, to the extent otherwise required by law.

1.6 Indemnity

The Authorised Owner will indemnify the owners corporation immediately on demand for any damage, cost, loss, claim, demand, suit or liability howsoever incurred by or brought against the owners corporation in connection with Building Works (or their use) or the use of the Exclusive Use Area.

1.7 Default

If the Authorised Owner fails to comply with any obligation hereunder the owners corporation may carry out that obligation and recover the cost of so doing from the Authorised Owner.

1.8 Scope of Works

Any provisions set out in the Scope of Works have effect as if they were provisions hereof. To the extent that any provision in the Scope of Works is inconsistent with any other provision hereof, the provision in the Scope of Works prevails to the extent of that inconsistency.

1.9 Application

Before commencing Permitted Work hereunder, the Authorised Owner (or a person claiming to be an Authorised Owner) ("**Applicant**") must provide to the strata committee of the owners corporation a notice in the form at Annexure C setting out the following:

- (a) A description of the proposed work including drawings, plans and specifications sufficiently clear and detailed to allow the strata committee to determine whether, in its view, the proposed work is Permitted Work hereunder.
- (b) Evidence, to the reasonable satisfaction of the strata committee, that the other provisions hereof applying to the proposed work are or would be complied with.
- (c) Evidence, to the reasonable satisfaction of the strata committee, that the Applicant is an Authorised Owner hereunder, and that the Applicant has (or will) comply with the obligations they have (or will have) hereunder in respect of the proposed work.

- (d) Their irrevocable and unconditional consent to the making of a by-law by the owners corporation after completion of the proposed Works substantially in the form of the by-law set out in Annexure D to this By-Law.

The owners corporation may, at its discretion, elect to charge a fee to the Applicant in connection with the giving of a notice under this clause in an amount determined by the strata committee (acting reasonably) from time to time, in which case the Applicant must, immediately upon demand, pay that fee.

1.10 Conditions

The conditions within this by-law must be in accordance with the building's registered by-laws 20, 21, 29 and 36.

2 Methods and procedures

2.1 Approvals

In relation to any right granted to a person hereunder, that person must:

- (a) obtain all necessary Approvals (and ensure that all necessary Approvals are obtained) in relation to anything done or omitted to be done by them in the exercise of that right;
- (b) provide a copy of any such Approvals to the owners corporation;
- (c) in the event that such an Approval is required by law (or under the terms of an Approval) to be obtained before doing (or omitting to do) anything, supply a copy of that Approval to the owners corporation before doing (or omitting to do) that thing; and
- (d) provide a copy to the owners corporation of any certificate or document evidencing compliance with such an Approval, being a certificate or document required by law or under the terms of such an Approval to be obtained or provided.

2.2 Consent

Despite anything herein the owners corporation is not required to provide its consent as may be required by any Authority in connection with the exercise by a person of a right granted hereunder, without limitation including by affixing its seal by way of consent to any application to a relevant consent authority for development consent, a construction certificate or a complying development certificate as contemplated by the Environmental Planning and Assessment Act 1979.

2.3 Bond

Where a person is required under a provision hereof to pay a bond to secure compliance with an obligation, except to the extent that provision requires otherwise, that bond:

- (a) is an amount in Australian currency as otherwise provided herein, or in the absence of such provision:
 - (i) as reasonably determined from time to time by the owners corporation; or
 - (ii) in the absence of such a determination, the amount of \$500;
- (b) is payable to the owners corporation prior to the secured obligation arising and, if the owners corporation reasonably directs, in the manner so directed by it from time to time;
- (c) may be applied by the owners corporation against any liability or debt of that person to the owners corporation, including without limitation a debt

arising under section 120 of the Management Act in connection with a failure to carry out work required to be carried out by that person in respect of the secured obligation; and

- (d) must be returned by the owners corporation to that person after the expiry of 1 month following the satisfaction or ending of the secured obligation, less any amount deducted by the owners corporation in accordance herewith.

2.4 Acting through others

Except as otherwise provided herein, a person may exercise a right granted to them hereunder, or meet an obligation imposed upon them hereunder, by their servants, agents, or contractors, however that person:

- (a) will not by reason only of so doing be released from that obligation, or release that right; and
- (b) is liable for the acts or omissions of those servants, agents or contractors as fully as if they were those servants, agents or contractors and those acts or omissions were theirs.

2.5 Liability for occupiers and invitees

Except as otherwise provided herein:

- (a) An owner or occupier of a lot must ensure, and must use their best endeavours to ensure, that their invitees, agents, contractors or employees (and, in the case of an owner, any occupier of their lot) comply with any obligations that they have hereunder, or (so far as those obligations are capable of such application) which they would have if those persons were owners or occupiers of lots.
- (b) An owner or occupier of a lot is liable for the acts or omissions of their invitees in breach hereof (and, in the case of an owner, any occupier of their lot) as fully as if those persons were that owner or occupier and those acts or omissions were theirs.

2.6 Exercise of care, skill and compliance with law

Except as otherwise provided herein, a person must, in exercising a right granted to them hereunder, or in meeting an obligation imposed on them hereunder:

- (a) exercise due care and skill; and
- (b) do so in accordance with any applicable law.

2.7 Obligation to do work to remedy breach

An owner or occupier of a lot is required to do any work necessary to remediate any breach by them hereof, including without limitation work to:

- (a) comply with the obligation breached;
- (b) repair any damage caused to the property;
- (c) clean any rubbish, dirt, debris, or staining caused to the property;
- (d) rectify any fault, malfunction or defect caused to any system, service, appliance or apparatus in the property; and
- (e) remediate a breach or non-compliance with any applicable law or the requirements of any Authority affecting the property and caused by that breach.

For the purposes of this clause 2.7 a reference to property includes the common property or personal property vested in the owners corporation.

2.8 Conditions attaching to remedial work

An owner or occupier of a lot who is required to do work under clause 2.7 must, except as may be provided otherwise herein:

- (a) prior to undertaking such work, and upon completion of the work, notify the owners corporation in writing;
- (b) ensure that such work is done within 1 week from the breach requiring remediation, except to the extent otherwise provided herein;
- (c) ensure that such work is done:
 - (i) in accordance with any applicable law and any other applicable requirement hereof; and
 - (ii) in a proper and workmanlike manner and exercising due care and skill.

Note. *If an owner or occupier of a lot fails to do work hereunder the owners corporation may by law be entitled to do that work and recover the cost from that owner or occupier, or any person who becomes the owner of their lot.*

2.9 Power to carry out work and recover costs

Within the meaning of section 120 of the Management Act, if:

- (a) work is required to be carried out by an owner or occupier of a lot under a term or condition hereof; and
- (b) that owner or occupier fails to carry out that work;

then the owners corporation may carry out that work and may recover the cost of carrying out that work from that owner or occupier, or any person who, after the work is carried out, becomes the owner of the lot.

2.10 Application of the Civil Liability Act 2002

- (a) Owners and occupiers of lots acknowledge and agree that:
 - (i) the provisions hereof make express provision for their rights, obligations and liabilities hereunder with respect to all matters to which the Civil Liability Act 2002 applies as contemplated by section 3A(2) of that act; and
 - (ii) to the extent permitted by law, that act does not apply in connection with those rights, obligations and liabilities.
- (b) Any provision hereof that is prevented by Part 2 of the Civil Liability Act 2002 is severed to the extent so prevented.

2.11 Recovery of amounts

Any amount due to the owners corporation in connection herewith is recoverable by the owners corporation as a debt and:

- (a) bears interest as if it was a contribution unpaid by the owner (or, if the liable person is not an owner of a lot, as if they were such an owner); and
- (b) may be recovered by the owners corporation as if it was a contribution unpaid by the owner (or, if the liable person is not an owner of a lot, as if they were such an owner), including as to:
 - (i) any interest payable; and
 - (ii) the expenses of the owners corporation incurred in recovering those amounts.

Note. *The vote of an owner of a lot at a general meeting of the owners corporation may not count by law unless payment has been made before that meeting of amounts recoverable from the owner in connection herewith.*

2.12 Alteration of building affecting lot boundary

An owner of a lot must comply with any obligation they may have under section 19 of the Development Act in respect of the strata scheme from time to time.

3 Definitions and interpretation

3.1 Interpretation

Except to the extent the context otherwise requires, or as is otherwise expressly provided, herein:

- (a) the terms "herein", "hereunder", "hereof" and "herewith" mean, respectively, in, under, of and with this by-law;
- (b) the singular includes the plural and vice versa;
- (c) headings, notes, explanatory notes and similar do not form part of these by-laws and do not affect the operation of these by-laws;
- (d) a reference to a document, includes any amendment, replacement or novation of it;
- (e) where any word or phrase is given a definite meaning, any part of speech or other grammatical form of the word or phrase has a corresponding meaning;
- (f) any reference to legislation includes any amending or replacing legislation;
- (g) where words "includes", "including", "such as", "like", "for example" or similar are used, they are to be read as if immediately followed by the words "without limitation";
- (h) where no time is specified for compliance with an obligation, that obligation must be complied with within a reasonable time;
- (i) any reference to legislation includes any subordinate legislation or other instrument created thereunder;
- (j) where two or more persons share a right or obligation hereunder, that right may be exercised, and that obligation must be met, jointly and severally;
- (k) where an obligation is imposed on a "person" hereunder, "person" does not include the owners corporation unless expressly provided otherwise; and
- (l) a term defined in the Management Act or Development Act will have the same meaning.

3.2 Functions of the owners corporation

- (a) Without limiting its other functions, the owners corporation has the functions necessary for it to discharge the duties imposed on it, and exercise the powers and authorities conferred on it hereby.
- (b) No provision hereof that grants a right or remedy to the owners corporation limits or restricts any other right or remedy of the owners corporation arising under any other provision of the by-laws of the strata scheme or otherwise at law.

3.3 Severability

- (a) To the extent that any term herein is inconsistent with the Management Act or any other Act or law it is to be severed and the remaining terms herein will be read and be enforceable as if so consistent.

- (b) To the extent that any term herein is inconsistent with another by-law of the strata scheme, the provisions herein prevail to the extent of that inconsistency.

3.4 Definitions

Except to the extent the context otherwise requires, or as is otherwise expressly provided, herein:

Approval means:

- (a) an approval or certificate as may be required by law (or under the terms of an Approval) to be obtained from or provided by an Authority;
- (b) a development consent or complying development certificate within the meaning of the Environmental Planning and Assessment Act 1979;
- (c) a "Part 4A certificate" within the meaning of section 109C of the Environmental Planning and Assessment Act 1979;
- (d) any order, direction or other requirement given or made by an Authority;
- (e) an order made under Division 2A or Division 3 of Part 6 of the Environmental Planning and Assessment Act 1979; and
- (f) an order made under Part 2 or Part 5 of Chapter 7 of the Local Government Act 1993;

Authorised Lot means each lot in the strata scheme severally;

Authorised Owner means the following owners (and, within the 2 years following the making hereof, only the following owners in respect of whose lot written consent was provided—whether by that owner or a former owner—to the making hereof):

- (a) the owner of an Authorised Lot, but only in relation to the Authorised Lot owned by that Owner;
- (b) where there is more than one owner of that Authorised Lot, means those owners jointly and severally, but only in relation to that Authorised Lot; and
- (c) where there is more than one Authorised Lot owned by that owner or owners, means that owner or those owners (joint and severally) in respect of each such Authorised Lot severally;

Authority means:

- (a) any Commonwealth, state or local government, semi-government, statutory, public or other body or person (or body or person otherwise authorised by law) having jurisdiction;
- (b) a consent authority or principal certifying authority within the meaning of the Environmental Planning and Assessment Act 1979;
- (c) the council having the relevant regulatory functions under Chapter 7 of the Local Government Act 1993; and
- (d) an authorised fire officer within the meaning of section 121ZC of the Environmental Planning and Assessment Act 1979;

Building Works Conditions means the provisions of Annexure A;

Building Works has the meaning given to it in the Building Works Conditions;

common property means the common property in the strata scheme;

Development Act means the Strata Schemes Development Act 2015;

Exclusive Use Area means:

- (a) those parts of the common property which are occupied by the Permitted Works (once complete); and
- (b) any part of the common property that is, as a result of the Permitted Works (once complete) altering the effective physical boundaries of the premises the subject of the Authorised Lot:
 - (i) only accessible from within that premises; or
 - (ii) enclosed within the effective physical boundaries of that premises;
 and includes a reference to any common property the ongoing maintenance of which is to be the responsibility of the Authorised Owner in accordance with the Resolution;

Management Act means the Strata Schemes Management Act 2015;

occupier means:

- (a) the occupier of a lot, but only in relation to the lot occupied by that occupier;
- (b) where there is more than one occupier of that lot, means those occupiers jointly and severally, but only in relation to that lot; and
- (c) where there is more than one lot occupied by that occupier or occupiers, means that occupier or those occupiers (joint and severally) in respect of each such lot severally;

owner means:

- (a) the owner of a lot, but only in relation to the lot owned by that owner;
- (b) where there is more than one owner of that lot, means those owners jointly and severally, but only in relation to that lot; and
- (c) where there is more than one lot owned by that owner or owners, means that owner or those owners (joint and severally) in respect of each such lot severally;

owners corporation means the owners corporation created on registration of the strata plan;

Permitted Work means Building Works as set out in the Scope of Works.

Resolution means the special resolution of the owners corporation to authorise the Authorised Owner to take such action the subject of section 108(1) of the Management Act as required to carry out works subject to and in accordance herewith, the ongoing maintenance of which is to be the responsibility of the Authorised Owner;

Scope of Works means the Scope of Works in Annexure B;

strata plan means strata plan number 55170; and

strata scheme means the strata scheme relating to the strata plan.

Total Unit Entitlements (UE) of votes cast on this motion were 184.

Total Unit Entitlements (UE) of votes abstaining on this motion were 22.

Unit Entitlements(UE) votes cast against the Motion were 2 (0.96%).

CARRIED

Note: As not more than 25% of the Unit Entitlements were cast against the motion, it was SPECIALLY RESOLVED.

21. AMENDMENT BY-LAW 22 – GAS CHARGES:

That it be **specialy resolved** pursuant to Sections 141 and 143 of the Strata Schemes Management Act 2015 that the By Laws that apply to the strata scheme be amended as follows:

By-law 22 – Gas charges

A. DEFINITIONS

i) The following terms are defined to mean:

“Townhouse Owners” means each of the Owners or Occupiers of Lots 1 – 27, **118 and 127-131 inclusive**.

“Unit Owners” means each of the Owners or Occupiers of Lots **32 - 117 and 119 – 126** inclusive.

Total Unit Entitlements (UE) of votes cast on this motion were 177.

Total Unit Entitlements (UE) of votes abstaining on this motion were 31.

Unit Entitlements(UE) votes cast against the Motion were Nil (0%).

CARRIED

Note: As not more than 25% of the Unit Entitlements were cast against the motion, it was SPECIALLY RESOLVED.

22. BY-LAW 49 – RULES:

THAT the owners corporation **SPECIALY RESOLVES** pursuant to sections 110, 141 and 142 of the *Strata Schemes Management Act 2015* to make an additional by-law in the following terms:

By-Law 49 – Rules

- (1) The Strata Committee may make Rules about the security, control, management, operation, use and enjoyment of the Building. Rules must comply with and be consistent with the by-laws and the Act.
- (2) The Strata Committee may add to, delete or change the Rules at anytime.
- (3) An Owner or Occupier must comply with the Rules.
- (4) If a Rule is inconsistent with a by-law or the Act, the by-laws or Act prevails to the extent of the inconsistency.
- (5) Any Owner or Occupier may obtain a copy of the current Rules on reasonable notice from the Strata Manager.

Total Unit Entitlements (UE) of votes cast on this motion were 159.

Total Unit Entitlements (UE) of votes abstaining on this motion were 43.

Unit Entitlements(UE) votes cast against the Motion were 6 (2.88%).

CARRIED

Note: As not more than 25% of the Unit Entitlements were cast against the motion, it was SPECIALLY RESOLVED.

23. BY-LAW 50 | LOT 13 – INSERTION OF CORE HOLE:

The Owners – Strata Plan No. 55170 resolves by **special resolution** pursuant to:

- 23.1 Section 108 of the Strata Schemes Management Act 2015, that authorises the Owner to add to or alter the common property within the strata scheme in accordance with the conditions outlined below.

Total Unit Entitlements (UE) of votes cast on this motion were 167.

Total Unit Entitlements (UE) of votes abstaining on this motion were 37.

Unit Entitlements(UE) votes cast against the Motion were 4 (1.92%).

CARRIED

Note: As not more than 25% of the Unit Entitlements were cast against the motion, it was SPECIALLY RESOLVED.

- 23.2 Section 141 and 142 of the Strata Schemes Management Act 2015, that authorises the Owners Corporation to change the by-laws for The Owners – Strata Plan No. 55170 for the benefit of the Owner, from time to time, of Lot 13 to add a new common property rights by-law as set out below; and

Total Unit Entitlements (UE) of votes cast on this motion were 167.

Total Unit Entitlements (UE) of votes abstaining on this motion were 37.

Unit Entitlements(UE) votes cast against the Motion were 4 (1.92%).

CARRIED

Note: As not more than 25% of the Unit Entitlements were cast against the motion, it was SPECIALLY RESOLVED.

- 23.3 RESOLVES pursuant to section 273 of the Strata Schemes Management Act 2015, that the Strata Managing Agent be authorised to affix the seal and register this by-law on behalf of the Owners Corporation.

By-law No. 50 | Lot 13 - Insertion of Core Hole

Scope of By-law

- 1) This by-law grants the Owner special privileges subject to the provisions of this by-law.
- 2) The Owners Corporation consents to the grant of special privileges.
- 3) To the extent of any inconsistency with previous by-laws and any common property memorandum, this by-law prevails.

Definitions

- 4) In this by-law:
 - a) **Act** means the *Strata Schemes Management Act 2015* (NSW).
 - b) **Owner** means the owner or owners of lot 13 from time to time in Strata Plan No. 55170.
 - c) **Special privileges** means the rights to carry out and maintain the works that alter and add to the common property (**Works**) including:
 - i) Drilling a core hole from the centre point of the garage ceiling through to the kitchen area of Lot 13; and
 - ii) works ancillary and necessary for the Works including preparation finishing, and sealing.

Conditions for the Works

- 5) The Owner must ensure that the Works are in keeping with the overall appearance of the building.

- 6) The Owner obtains the requisite approval for the Works under the *Environmental Planning and Assessment Act 1979 (NSW)* and any other relevant statutory authority as required at the time of carrying out the Works.
- 7) The Owner provides the Owners Corporation with any documents relating to the Works upon its reasonable request at the time of carrying out the Works.
- 8) The Owner warrants that the Works comply with requisite building standards set out in the National Construction Code and Building Code of Australia (as applicable), current at the time of carrying out the Works.
- 9) The Works are completed by duly licensed and insured contractors, in a proper and workmanlike manner.
- 10) The Works are carried out at times suitable to the Owners Corporation, or in accordance with Local Government requirements.
- 11) The Owner complies with the reasonable requests of the Owners Corporation for access and egress to the building in respect of the carrying out of the Works by their contractors.
- 12) The Owner uses their reasonable endeavours to conduct the Works at the suitable times, as determined by clause 10, and to reduce the impact of noise, dust and debris resulting from the Works.
- 13) The Owner warrants that the Works will not affect the structural integrity of the building, nor any existing fire safety measures that are the responsibility of the Owners Corporation.
- 14) The Owner warrants that the Works, should they affect any waterproofing in the building, will be sealed to preserve the integrity of the existing waterproofing using techniques pursuant to clause 8.

Liability for Maintenance and Repair

- 15) The Owner must, at their cost, maintain and keep the Works in a state of good and serviceable repair.
- 16) The Owner is liable for maintaining and keeping the Works in a state of good and serviceable repair.
- 17) If the Works are required to be removed or replaced in full or in part, the Owner is responsible for that replacement or removal.
- 18) For the avoidance of doubt, the Owners Corporation determines, pursuant to section 108 of the Act, that the Owner is responsible for the ongoing maintenance of the Works, including upkeep and any necessary renewal.

Indemnity

- 19) The Owner indemnifies the Owners Corporation against:
 - a) legal liability, loss, claim or proceedings for injury, loss or damage to the common property as a direct result of the Works; and
 - b) Amounts payable for increased fire safety or local authority compliance as a direct result of the Works.
- 20) The Owners Corporation reserves its rights to pursue the Owner to enforce its indemnity.

Breach of By-law

- 21) The Owners Corporation reserves the right to remediate a breach of this by-law by repairing or replacing the Works, or recovering any loss from the Owner, should that breach not be rectified within a reasonable time after the Owners Corporation has notified the Owner in writing to rectify the breach.
- 22) The Owner must pay the costs associated with the making of this by-law.

Total Unit Entitlements (UE) of votes cast on this motion were 167.

Total Unit Entitlements (UE) of votes abstaining on this motion were 37.

Unit Entitlements(UE) votes cast against the Motion were 4 (1.92%).

CARRIED

Note: As not more than 25% of the Unit Entitlements were cast against the motion, it was SPECIALLY RESOLVED.

24. BY-LAW 51 – LOT 72 FLOORING WORKS:

24.1 That the Owners – Strata Plan No 55170 **specialy resolve** pursuant to Sections 110 and 142 of the *Strata Schemes Management Act 2015* and By-Law 29 to make a by-law in the following terms:

By-Law 51 – Lot 72 Flooring Works

The provisions of By-law No 29 are adopted for the purposes of this by-law as if fully set out herein with the exception of the amendment or the definition of "Lot" as follows:

"Lot" means lot 72 in the Strata Scheme

Total Unit Entitlements (UE) of votes cast on this motion were 171.

Total Unit Entitlements (UE) of votes abstaining on this motion were 35.

Unit Entitlements(UE) votes cast against the Motion were 2 (0.96%).

CARRIED

Note: As not more than 25% of the Unit Entitlements were cast against the motion, it was SPECIALLY RESOLVED.

25. BY-LAW 52 – LOT 34 FLOORING WORKS:

25.1 That the Owners – Strata Plan No 55170 **specialy resolve** pursuant to Sections 110 and 142 of the *Strata Schemes Management Act 2015* and By-Law 29 to make a by-law in the following terms:

By-Law 52 – Lot 34 Flooring Works

The provisions of By-law No 29 are adopted for the purposes of this by-law as if fully set out herein with the exception of the amendment or the definition of "Lot" as follows:

"Lot" means lot 34 in the Strata Scheme

Total Unit Entitlements (UE) of votes cast on this motion were 166.

Total Unit Entitlements (UE) of votes abstaining on this motion were 42.

Unit Entitlements(UE) votes cast against the Motion were Nil (0%).

CARRIED

Note: As not more than 25% of the Unit Entitlements were cast against the motion, it was SPECIALLY RESOLVED.

26. OPTION 1: RE-APPOINTMENT OF PJM BUILDING MANAGEMENT:

26.1 That in accordance with Section 67 of the *Act* **PJM Building Management** is appointed as a Building Manager on the terms and conditions contained in the written agreement, a copy of which is attached to the notice of this meeting;

26.2 That the Owners Corporation execute the Building Manager Agreement to give effect to this appointment; and,

26.3 That the common seal of the Owners Corporation be affixed by the Strata Managing Agent, in accordance with Section 273 of the *Act* to the Building Manager Agreement attached to the notice of this meeting.

CARRIED

No Poll was requested; however, the following approximate votes are recorded at the request of the owner lot 54.

Approximate total Unit Entitlements (UE) of votes cast on this motion were 137.
Approximate Unit Entitlements(UE) votes cast against the Motion were 71 (34.13%).

27. OPTION 2: APPOINTMENT OF PROFESSIONAL BUILDING MANAGEMENT:

27.1 *That in accordance with Section 67 of the Act **Professional Building Management** is appointed as a Building Manager on the terms and conditions contained in the written agreement, a copy of which is attached to the notice of this meeting;*

27.2 *That the Owners Corporation execute the Building Manager Agreement to give effect to this appointment; and,*

27.3 *That the common seal of the Owners Corporation be affixed by the Strata Managing Agent, in accordance with Section 273 of the Act to the Building Manager Agreement attached to the notice of this meeting.*

OUT OF ORDER

In accordance with clause 19(a) of Schedule 1 of the Act, the chairperson resolved to rule the motion out of order, as if carried, the motion would be unenforceable, based on the resolution of motion 26 of this meeting.

28. OPTION 3: APPOINTMENT OF JLL BUILDING MANAGEMENT:

28.1 *That in accordance with Section 67 of the Act **JLL Building Management** is appointed as a Building Manager on the terms and conditions contained in the written agreement, a copy of which is attached to the notice of this meeting;*

28.2 *That the Owners Corporation execute the Building Manager Agreement to give effect to this appointment; and,*

28.3 *That the common seal of the Owners Corporation be affixed by the Strata Managing Agent, in accordance with Section 273 of the Act to the Building Manager Agreement attached to the notice of this meeting.*

OUT OF ORDER

In accordance with clause 19(a) of Schedule 1 of the Act, the chairperson resolved to rule the motion out of order, as if carried, the motion would be unenforceable, based on the resolution of motion 26 of this meeting.

It was noted that Robert Fothergill stepped down as Chairperson and Karen Jones took over as Chairperson.

29. OPTION 1: RE-APPOINTMENT OF DYNAMIC PROPERTY SERVICES:

That in accordance with Section 49 (2) of the Act (the Act) that:

(a) **Dynamic Property Services Pty Limited** be appointed as Strata Managing Agent of Strata Scheme No. 55170 for a term of three year(s) from 3 March 2018 to 3 March 2021; and

(b) the Owners Corporation delegate to the Agent all of the functions of:
(i) the Owners Corporation [other than those listed in Section 52 (2) of the Act]; and

(ii) its chairperson, secretary, treasurer and Strata Committee,

necessary to enable the Strata Managing Agent to carry out the '*agreed services*' and the '*additional services*' as defined in the written agreement attached to the notice of the meeting; and

- (c) the delegation to the Agent is to be subject to the conditions and limitations in the Agreement; and
- (d) the Owners Corporation execute the Agreement to give effect to this appointment and delegation; and
- (e) authority be given for the common seal of the Owners Corporation to be affixed to the Agreement in accordance with Section 273 of the Act.
- (f) the delegations in this motion supersede all previous delegations.

CARRIED

No Poll was requested; however, the following approximate votes are recorded at the request of the owner lot 54.

Approximate total Unit Entitlements (UE) of votes cast on this motion were 137.

Approximate Unit Entitlements(UE) votes cast against the Motion were 71 (34.13%).

30. OPTION 2: APPOINTMENT OF PROACTIVE STRATA SERVICES MOTION REQUESTED BY OWNER LOT 87:

30.1 The Owners – Strata Plan No. 55170 RESOLVES by ordinary resolution that, the Owners Corporation having an existing strata management agency agreement with Dynamic Property Services (Former Agent):

- (a) the Owners Corporation terminate the appointment of the Former Agent as strata managing agent of the Owners Corporation;*
- (b) the Owners Corporation revoke the delegation of functions of the Owners Corporation, its Strata committee, chairperson, secretary and treasurer to the Former Agent, with effect from the date determined for that purpose by the Strata Committee; and*
- (c) the strata committee be directed to demand, that the Former Agent deliver all property (including records) of the Owners Corporation in the possession or control of the Former Agent to a strata committee member nominated for that purpose by the strata committee.*

*30.2 The Owners – Strata Plan No. 55170 RESOLVES by ordinary resolution to appoint **Proactive Strata Services Pty Ltd** (Agent) as strata managing agent on the terms and conditions set out in the proposed strata management agency agreement (Agreement), a copy to be tabled at the meeting and that the following be delegated to the Agent:*

- (a) All of the functions of the Owners Corporation (other than its power to make a delegation, to make a decision on a matter that is required to be decided by the Owners Corporation or to make a determination relating to the levying or payment of contributions); and*
- (b) The functions of chairperson, secretary and treasurer necessary to enable the Agent to carry out the 'Primary Services/Agreed Services' and the 'Further Services/Additional Services' as defined in the Agreement; with effect from the date determined for that purpose by the Strata Committee, provided that:*
- (c) the delegation to the Agent is subject to the conditions and limitations listed in the Agreement;*

- (d) *the Owners Corporation is to execute the Agreement to give effect to this appointment and delegation; and*
- (e) *authority is given to two members of the Strata Committee to affix the common seal of the Owners Corporation to the Agreement.*

30.3 *That the Owners Corporation RESOLVES that Proactive Strata Services Pty Ltd is permitted to arrange for and collect on the schemes behalf from Dynamic Property Services all of its records, keys and other property on termination of SP 55170 agency agreement.*

30.4 *That the Owners Corporation RESOLVES to change the address for service of notices on the Certificate of Title to C/- Proactive Strata Services Pty Ltd, PO Box 447, West Ryde NSW 1685*

OUT OF ORDER

In accordance with clause 19(a) of Schedule 1 of the Act, the chairperson resolved to rule the motion out of order, as if carried, the motion would be unenforceable, based on the resolution of motion 29 of this meeting.

31. OPTION 3: APPOINTMENT OF GENESIS STRATA MANAGEMENT MOTION REQUESTED BY OWNER LOT 87:

31.1 Termination of Services of Managing Agent

- a. *That the appointment of Dynamic Property Services (Former Agent) as the strata managing agent for Strata Scheme SP55170 be terminated in accordance with section 27(2) of the Strata Schemes Management Act 2016, and that the secretary is authorised to give notice of the termination in accordance with the terms of the original appointment.*
- b. *That the delegation of function of the owners corporation, its executive committee, chairperson, secretary and treasurer to Dynamic Property Services be revoked in accordance with section 28(2) of the Strata Schemes Management Act 2016, effective 03/03/2018 and that the secretary is authorised to give notice of the revocation in accordance with the terms of the original delegation.*

31.2 Appointment of Managing Agent

That in accordance with Section 27(1) of the Strata Schemes Management Act 1996 that the Owners Corporation to RESOLVE:

- (a) **Genesis Strata Management** ("Agent") be appointed as Strata Managing Agent of Strata Scheme No 55170;
- (b) The Owners Corporation delegate to the Agent all of its functions (other than those listed in section 28(3) of the Act) and all of the functions of its Chairperson, Secretary, Treasurer and Executive Committee;
- (c) The Owners Corporation execute a written agreement, ("Agreement"), to give effect to the appointment and delegation;
- (d) The delegation is subject to the conditions and limitations set out in the Agreement; and
- (e) Authority is given for the common seal of the Owners Corporation to be affixed to the Agreement by the owners as determined at the meeting.

OUT OF ORDER

In accordance with clause 19(a) of Schedule 1 of the Act, the chairperson resolved to rule the motion out of order, as if carried, the motion would be unenforceable, based on the resolution of motion 29 of this meeting.

32. OPTION 4: APPOINTMENT OF SOUTHERN STRATA MANAGEMENT:

32.1 *That in accordance with Section 49 (2) of the Strata Schemes Management Act 2015 the Owners Strata Plan No. 55170 RESOLVES that:*

- (a) the existing strata management agency agreement with Dynamic Property Services be terminated effective from 3 March 2018; and*
- (b) the Owners Corporation revokes all delegations provided to it under its existing strata management agency agreement effective from the date specified in clause (a); and*
- (c) all property of the Owners Corporation including but not limited to documents, books, records, accounts funds be return to the Secretary or the Strata Committees nominated representative in accordance with Section 181 of the Strata Schemes Management Act 2015.*

32.2 *That the Owners Strata Plan No. 55170 RESOLVES that:*

- (a) **Southern Strata Management Pty Ltd** be appointed as the strata managing agent for the scheme effective from 3 March 2018; and*
- (b) Southern Strata Management Pty Ltd be delegated the powers, functions and authorities necessary to undertake its duties and that the appointment and delegations are on the terms and conditions set out in the Agency Agreement annexured to the agenda and tabled at the meeting; and*
- (c) the Owners Corporation will execute the Agency Agreement and authority is given to two members of the Strata Committee to affix the common seal of the Owners Corporation to the Agency Agreement.*

32.3 *That the Owners Strata Plan No. 55170 RESOLVES that Southern Strata Management Pty Ltd be:*

- (a) authorised pursuant to Section 265 of the Strata Schemes Management Act 2015 to change the registered address for service of notice for the Owners Corporation at Land and Property Information (LPI) to be care of Southern Strata Management Pty Ltd, PO Box 98, GyMEA, NSW 2227 and be authorised to complete all necessary documentation including affixing the common seal in accordance with Section 273 of the Strata Schemes Management Act 2015; and*
- (b) authorised to notify all contractors and service providers that all correspondence and invoices are to be issued are of Southern Strata Management Pty Ltd, PO Box 98, GyMEA, NSW 2227.*

OUT OF ORDER

In accordance with clause 19(a) of Schedule 1 of the Act, the chairperson resolved to rule the motion out of order, as if carried, the motion would be unenforceable, based on the resolution of motion 29 of this meeting.

33. OPTION 5: APPOINTMENT OF BODY CORPORATE MANAGEMENT SERVICES:

33.1 *That pursuant to section 49 of the Strata Schemes Management Act 2015 that Body Corporate Management Services Pty Ltd (herein called "the agent") be appointed as managing agent of The Owners – Strata Plan No. 55170 for a term of three (3) years from 3 March 2018 based on the management fee of \$24,447.50 pa (GST inclusive);*

33.2 *That the owners corporation delegate to the agent all of the functions of:*

- (i) the owners corporation (other than those listed in section 52(2) of the Strata Schemes Management Act 2015); and*
- (ii) its chairperson, treasurer, secretary, and strata committee necessary to enable the Agent to carry out the 'agreed services' and the 'additional services' as defined in and subject to the conditions and limitations in the Agency Agreement.*

- 33.3 That the common seal of the owners corporation be affixed pursuant to section 273 of the Strata Schemes Management Act 2015 to the agency agreement attached to this agenda and tabled at this meeting and signed by two persons nominated by the owners corporation (being owners of lots or members of the strata committee) which incorporates instruments appointing the Agent and delegating all the powers, authorities, duties and functions referred to therein.
- 33.4 That the agent be authorised and empowered to notify all tradespeople and service providers to the owners corporation to direct all accounts, correspondence, service of minute of delegated function by managing agent and enquires concerning the owners corporation to Body Corporate Management Services Pty Ltd, Level 2 51 Rawson St, EPPING, NSW 2121 and that the agent be further authorised to complete and sign any require documentation to affect such changes.
- 33.5 That the address for service of notices on the owners corporation be changed to care of Body Corporate Management Services Pty Ltd, Level 2 51 Rawson St, EPPING, NSW 2121, the appropriate notices under section 262 of the Strata Schemes Management Act 2015 be completed, executed and lodged for registration in the Land Titles Office to record the change of address for service of notices and the common seal of the owners corporation be affixed pursuant to section 273 of the Strata Schemes Management Act 2015.

OUT OF ORDER

In accordance with clause 19(a) of Schedule 1 of the Act, the chairperson resolved to rule the motion out of order, as if carried, the motion would be unenforceable, based on the resolution of motion 29 of this meeting.

34. SERVICE OF NOTICE:

That the address for service of notices to the Strata Scheme be C\ - Dynamic Property Services, Level 25, 66 Goulburn Street, Sydney NSW 2000 and that this service address be registered at Land & Property Information, New South Wales.

CARRIED

35. NEXT GENERAL MEETING DATE:

That the next Annual General Meeting be set for 2019 at a date to be determined by the Strata Committee.

CARRIED

Definitions:

Act - Strata Schemes Management Act 2015

CLOSURE: There being no further business, the chairperson declared the meeting closed at 12:45pm.

Signed



30 MARCH 2019.
Date

**The Owners – Strata Plan 55170
Marsfield Gardens
94-116 Culloden Rd
MARSFIELD NSW 2122**

**MINUTES OF THE ANNUAL GENERAL MEETING
STRATA PLAN 55170
MARSFIELD GARDENS | 94-116 CULLODEN ROAD, MARSFIELD**

**DATE, PLACE & TIME
OF MEETING:**

The Annual General Meeting of The Owners - Strata Plan No: 55170 was held on Saturday 30th March 2019 in the Gymnasium at 94-116 Culloden Road, Marsfield. The meeting commenced at 9:30am.

PRESENT:

A Mirzaiani (Lot 1)
M Matanovic (Lot 5)
X Zhuang (Lot 6)
A Chaddha (Lot 13)
S Lim (Lot 16)
H Tsai (Lot 18)
D Barter (Lot 34)
D Na (Lot 38)
M Huang (Lot 39)
D Howard (Lot 43)
J Travers (Lot 44)
K Lou (Lot 60)
K Yu (Lot 61)
P Behl & R Bahl (Lot 68)
K Atkinson (Lot 70)
H Cho (Lot 76)
W Zhang (Lot 79)
K Jones (Lot 83)
S Li (Lot 84)
S & L Macris (Lot 88)
X Chen (Lot 96)
S Stevens & G Muelle (Lot 107)
M Israel (Lot 109)
T Tsang (Lot 115)

PRESENT BY PROXY:

J Wu (Lot 15) to K Jones
H Cheung (Lot 17) to K Jones
C Dunning (Lot 22) to L Macris
J & S Yep (Lot 23) to M Israel
A Lum (Lot 24) to M Huang
W Chan (Lot 32) to D Barter
W & E Le (Lot 33) to M Huang
M Cavanagh (Lot 36) to Chairperson
N Chen (Lot 40) to M Huang
H Kim & H Heo (Lot 46) to D Howard
G Lim (Lot 49) to M Huang
G Cheung (Lot 64) to K Jones
R Deldio (Lot 72) to L Macris
M Panetta (Lot 74) to D Howard
B & L So (Lot 75) to K Jones
A Borrott (Lot 81) to D Howard
V Hacobian (Lot 93) to Chairperson
S Dai & T Wei (Lot 98) to K Atkinson
B & A Bhat (Lot 100) to M Israel
C Wong (Lot 102) to M Israel
O Jang (Lot 104) to D Barter
L & L Chan (Lot 111) to D Barter
J Wee & C Lin (Lot 113) to L Macris
K Dugan (Lot 118) to M Huang
L Lee (Lot 119) to L Macris
S Ho & Y Lau (Lot 120) to M Israel
W Lam (Lot 124) to M Israel
J Prideaux (Lot 131) to D Howard

IN ATTENDANCE:

M McAviney & M Parkins (Dynamic Property Services)
F Mirzaiani (Lot 1) – late arrival (non owner)
P Lam (Lot 26) - unfinancial

CHAIRPERSON:

M Parkins (by invitation)

INELIGIBLE PROXIES:

Nil

UNUSED PROXIES (DUE TO QUOTA RESTRICTIONS)

Nil

APOLOGIES:

J Prideaux (Lot 131)

Prior to the opening of the meeting, the Managing Agent advised the Owners present that there were residents of the building, who did not own respective lots in the room, namely A Bentley (U133), M Hu (U81) and A Hogan (U117).

The Managing Agent sought consent to continue from the Owners for the residents to remain within the room for the duration of the meeting.

Consent was provided by majority of the meeting, and the meeting was opened.

1. MINUTES:

That the minutes of the last General Meeting of the Owners Corporation, held on 3 March 2018, be confirmed as a true record of the proceedings of that meeting.

CARRIED

2. STRATA COMMITTEE REPORT:

That the Strata Committee report be tabled.

The 2018-2019 Chairperson and Treasurer opened the to the meeting and discussed matters which had transpired over the last calendar year, and which were proposed for the coming calendar year, specifically matters effecting the Annual Budget.

3. ACCOUNTING RECORDS AND BUDGET:

3.1 That the audited financial statements including the statement of key financial information for the period 1 November 2017 to 31 October 2018 be tabled and adopted, plus supplementary accounts for the period to 31 January 2019 be adopted.

CARRIED

3.2 That estimated receipts and payments (budget) for the Administrative Fund and the Capital Works Fund be tabled and adopted.

CARRIED

4. CONTRIBUTIONS:

4.1 That contributions to the Administrative Fund are estimated in accordance with Section 79 (1) of the Act and determined in accordance with Section 81 (1) of the Act at \$478,814.22 plus GST in instalments set out in the table below:

Instalment	Due date	Administrative	GST	Total
1 (already invoiced)	01 November 2018	\$116,217.05	\$11,621.70	\$127,838.75
2 (already invoiced)	01 February 2019	\$116,217.05	\$11,621.70	\$127,838.75
3	01 May 2019	\$123,190.06	\$12,319.01	\$135,509.07
4	01 August 2019	\$123,190.06	\$12,319.01	\$135,509.07
TOTALS		\$478,814.22	\$47,881.42	\$526,695.64

CARRIED

4.2 That contributions to the Capital Works Fund are estimated in accordance with Section 79 (2) of the Act and determined in accordance with Section 81 (1) of the Act at \$217,866.87 plus GST in instalments set out in the table below:

Instalment	Due date	Capital	GST	Total
1 (already invoiced)	01 November 2018	\$52,880.31	\$5,288.03	\$58,168.34
2 (already invoiced)	01 February 2019	\$52,880.31	\$5,288.03	\$58,168.34
3	01 May 2019	\$56,053.13	\$5,605.31	\$61,658.44
4	01 August 2019	\$56,053.13	\$5,605.31	\$61,658.44
TOTALS		\$217,866.87	\$21,786.69	\$239,653.56

CARRIED

4.3 That the Administrative Fund and Capital Works Fund contributions be continued at quarterly intervals commencing on 1 November 2019 until further determined:

Administrative Fund

Due date	Amount excl. GST	GST	Amount incl. GST
1 November 2019	\$119,703.55	\$11,970.36	\$131,673.91

Capital Works Fund

Due date	Amount excl. GST	GST	Amount incl. GST
1 November 2019	\$54,466.72	\$5,446.67	\$59,913.39

CARRIED**5. ANNUAL FIRE SAFETY STATEMENT:**

- 5.1 That the Owners Corporation considers the Annual Fire Safety Statement (29 June 2018) and determine any action required.

CARRIED

- 5.2 That the Owners Corporation authorise the Strata Managing Agent, Building Manager or Strata Committee to sign such documents as may be necessary in relation to the lodgement of the next Annual Fire Safety Statement (completed by a competent fire safety practitioner in accordance with the Environmental Planning and Assessment Amendment (Fire Safety and Building Certification) Regulation 2017). This includes, but is not limited to, executing the Annual Fire Safety Statement and any other associated documents specific to Council requirements and includes affixing the common seal of the Owners Corporation in accordance with Section 273 of the Act if required.

CARRIED**6. INSURANCE:**

- 6.1 That the Owners Corporation confirm that the following insurance policies are confirmed as being currently in place:

Current Insurance Details

INSURANCE CO.	TYPE OF POLICY	POLICY NO.	COVER	EXCESS	DUE DATE
CHU Underwriting Agencies Pty Ltd	Building	HU0023029	\$59,570,000.00	\$500.00	31/05/2019
	Loss of Rent/Temporary Accommodation		\$8,935,500.00	\$500.00	
	Common Area Contents		\$595,700.00	\$500.00	
	Legal Liability		\$50,000,000.00	\$0.00	
	Fidelity Guarantee		\$250,000.00	\$0.00	
	Office Bearers Liability		\$20,000,000.00	\$0.00	
	Voluntary Workers		300,000/3,000	\$0.00	
	Catastrophe Cover		\$17,871,000.00	\$0.00	
	Extended cover - Rent/Temp Accommodation		\$2,680,650.00	\$0.00	
	Escalation in Cost of Temp Accommodation		\$893,550.00	\$0.00	
	Cost of storage & evacuation		\$893,550.00	\$0.00	
	Government Audit Costs		\$25,000.00	\$0.00	
	Appeal Expenses - common property health & safety		\$100,000.00	\$0.00	

	Legal Defence Expenses		\$50,000.00	\$1,000.00	
	Lot Owner's Fixtures & Improvements (per lot)		\$250,000.00	\$0.00	
	Flood		Included	\$1,000.00	

Date on which the premium were last paid: 25 May 2018.

CARRIED

(Additional Insurances)

6.2 That the insurances of the Owners Corporation be extended to include any additional optional (non-statutory) insurances not listed in the table above.

CARRIED

(Workers Compensation Insurance)

6.3 That the Owners Corporation confirm that it does NOT employ workers with annual wages exceeding \$7,500 and therefore will not require workers compensation insurance for the coming year.

CARRIED

7. VALUATION (INSURANCE):

7.1 *That the property of the Strata Scheme be re-valued for insurance purposes, with the last valuation being undertaken on 31 May 2018.*

The Owners Corporation discussed the requirement for a Valuation noting that this had been conducted less than 12 months prior and agreed to defer the motion for reconsideration at the 2020 Annual General Meeting.

DEFERRED

7.2 *That, in the case where a valuation for insurance purposes is obtained, Dynamic Property Services be instructed to update the sum insured pursuant to the valuation received (noting that the valuation amount may be greater or less than the existing sum insured).*

Pursuant to the determination of motion 7.1, this motion was withdrawn from the meeting agenda.

WITHDRAWN

7.3 That, in the case where a valuation for insurance purposes is **not** obtained, the Owners Corporation determine whether their sum insured at renewal is to be based on expiring sums insured, insurer's suggested values (where applicable) or other determined amount.

The Owners Corporation determine by majority that the sum insured at renewal is to be based on expiring sums insured.

CARRIED

7.4 That the owners corporation;

(a) acknowledge that the loss of rent cover only benefits lot owners, not tenants, and

CARRIED

(b) *considers having loss of rent cover and sum insured value reviewed and/or valued by a company appointed by the strata committee.*

The Owners Corporation agreed by majority to have the loss of rent cover and sum insured value reviewed in line with the next building valuation, proposed for 2020.

DEFERRED

8. COMMISSIONS AND TRAINING SERVICES:

That the Owners Corporation note a report by the Strata Managing Agent, in the agenda explanatory note, in regard to the commissions that have been paid and training services received in the last year and those commissions likely to be paid and training services provided to the Strata Managing Agent in the coming year.

CARRIED

9. AUDITOR:

That an auditor be appointed for the Owners Corporation for the period 1 November 2018 to 31 October 2019 and the Strata Committee be delegated the authority to appoint the auditor.

CARRIED

10. CAPITAL WORKS FUND PLAN:

That the Owners Corporation review the Capital Works Fund analysis prepared by BIV Reports in July 2018.

CARRIED

11. EXPENDITURE LIMITS AND RESTRICTED MATTERS:

11.1 That the restriction in Section 102 of the Act, the Strata Committee be limited from spending more than 10% over any single budget item be removed.

CARRIED

11.2 That pursuant to Section 102 of the Act, the Strata Committee be restricted to spending not greater than 10% above the amount determined for the total of budget expenditure.

CARRIED

11.3 That there be no additional restrictions placed on the Strata Committee other than those currently imposed by Section 36 (3) of the Act.

CARRIED

12. SAFETY AUDIT REPORT AND ASBESTOS SURVEY:

12.1 That the Owners Corporation appoint a consultant to undertake a Safety Audit report of the Strata Scheme to identify any unforeseen risks that may affect the common areas.

The Owners Corporation discussed the requirement for a new report noting that that the time frame for this was not a statutory requirement and agreed to defer the motion for reconsideration at the 2021 Annual General Meeting.

DEFERRED

12.2 That the Owners Corporation review the asbestos survey report prepared by Environmental Monitoring Services in July 2018 and what actions have been taken to date and those yet to be undertaken.

CARRIED

13. ENGAGEMENT OF CONTRACTORS:

That the Owners Corporation acknowledges that the Strata Managing Agent will not issue a Work Order or engage any contractors for the provision of any goods or services, unless they have complied with the minimum requirements set out in the table below.

Minimum requirements (as aligned to the recommended criteria as advised by Safe Work Australia)	<ul style="list-style-type: none"> • Must be registered as a business for tax purposes in Australia • Must have a minimum \$10 million Public & Product Liability Insurance (in respect of each and every occurrence and unlimited in aggregate for any one period of cover) • Must have a minimum \$1 million Professional Indemnity Insurance (where applicable) • Must have Statutory Workers Compensation Insurance for all employees or Personal and Accident Insurance as a Sole Trader • Must hold all licences as relevant to services provided • Must have an established Quality Management system (Consultants only) • Must have an established Health & Safety Management system • Must accept PICA Terms and Conditions of engagement and Business Code of Conduct.
Definitions:	<ul style="list-style-type: none"> • Contractor: means a person or organisation that is engaged, on a temporary basis, to undertake a particular task and includes consultants who provide recommendations and/or specialist professional advice. • Work Order: means a written order providing specific or blanket authorisation to a contractor to proceed with the provision of specific goods or services without further instructions.

CARRIED

14. WINDOW LOCKS/SAFETY DEVICES:

That The Owners – Strata Plan No: 55170, resolve to undertake an inspection and obtain certification of all window safety devices previously installed to windows within the strata scheme to ensure the Owners Corporation comply with their obligations pursuant to section 118 of the Strata Schemes Management Act 2015 and Regulation 30 of the Strata Schemes Regulations 2016 and that the appointment of an appropriately qualified third party to undertake this inspection be delegated to the Strata Committee.

The meeting agreed by majority to defer the inspection and re-certification, to be conducted inline with the Annual Fire Safety inspections scheduled for 2020.

Area Window Locks Installed	Date Installed
Units 1, 3-6, 8-19, 21-22, 25-31, 37-38, 42, 46, 55	27 February 2018
Facility Building, 35-36, 41, 43-45, 47, 50-53, 56	28 February 2018
57-63, 65, 69, 71-72, 75-81, 83-87, 126	2 March 2018
33, 54, 88-92, 94-108, 110, 112	6 March 2018
7, 20, 23, 32, 93, 113-117, 119-125, 127-130, 132-135	7 March 2018
39, 48-49, 66, 68, 70, 73-74, 109, 118, 136	24 April 2018
111	1 May 2018
2, 64, 67, 131	5 May 2018
82	30 May 2018

DEFERRED

15. LEVY COLLECTION PROCEDURES:

That the Owners - Strata Plan No: 55170, for the purpose of collecting levy contributions, interest and recovery costs thereon and pursuant to the Act (including Section 103 of the Act), authorise the Strata Managing Agent and/or the Strata Committee to do any of the following:

- a. Levy Recovery Step 1: issue a reminder levy notice after 35 days from the levy due date;
- b. Levy Recovery Step 2: issue 1st levy recovery letter after 60 days from the levy due date;
- c. Levy Recovery Step 3: issue 2nd levy recovery letter after 90 days from the levy due date;
- d. Levy Recovery Step 4: after 106 days after the original date the levy was due, and where the debt is in excess of \$750.00, appoint the services of a debt collection agency, obtain legal advice and/or retain legal representation of solicitors, barristers and/or experts on behalf of The Owners – Strata Plan No: 55170 to issue a letter of demand and/or to commence, pursue, continue or defend any court, tribunal or any other proceedings against any lot owner, mortgagee in possession and/or former lot owner in relation to all matters arising out of the recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs;
- e. Approve Payment Plans generally or for specific lot owners;
- f. Enforce any judgment obtained in the collection of levy contributions including commencing and maintaining bankruptcy or winding up proceedings;
- g. Filing an appeal or defending an appeal against any judgment concerning the collection of levy contributions; and,
- h. Liaise, instruct and prepare all matters with the Owners Corporation's debt collection agents, lawyers and/or experts in relation to any levy recovery proceedings.

CARRIED

16. STRATA COMMITTEE:

- 16.1 That written and oral nominations be received at this meeting for election to the Strata Committee.

CARRIED

Nominations received were as follows:

Nominee	Nominee's Lot	Nominated by Lot	Method of Nomination	Method of Acceptance
D Howard Co-owner	43	Self-nominated.	Written	Written
L Macris Co-owner	88	Self-nominated	Written	Written
M Isreal Sole owner	109	Self-nominated	Written	Written
J Prideaux Sole owner	131	Self-nominated	Written	Written
K Atkinson Sole owner	70	Self-nominated	Verbal	Verbal
M Huang Sole owner	39	Self-nominated	Verbal	Verbal
J Travers Sole owner	44	Self-nominated	Verbal	Verbal

- 16.2 That candidates for election to the Strata Committee disclose any "connections" with the original owner (developer) or Building Manager in accordance with the Act.

NOTED that NO candidate for election to the Strata Committee disclosed any "connections" with the original owner (developer) or Building Manager in accordance with the Act.

CARRIED

- 16.3 That the number of members of the Strata Committee be seven (7).

CARRIED

- 16.4 That the following members of the Strata Committee be elected:

or

As the number of candidates exceeds the number of members decided a ballot was held and the following members elected:

NAME	LOT
D Howard	43
L Macris	88
M Isreal	109
J Prideaux	131
K Atkinson	70
M Huang	39
J Travers	44

CARRIED

17. CONFIRMATION OF BY-LAW REVIEW AND OUTCOME:

That the Owners Corporation confirms that the Strata Committee has reviewed the current by-laws of the scheme and endorses the committee's recommendation that:

- (a) the by-laws include amendments or additions on the following matters:
- By-law 48: amend to include limitations on times of works and additional approval delegation to Strata Committee for 'minor works' as prescribed by the Act
 - By-laws 20 and 21: amend to include reference to by-law 48

and, these recommended changes be put to a General Meeting of the Owners Corporation as soon as is practicable.

CARRIED

18. ADDITIONS TO COMMON PROPERTY - SAFETY:

18.1 Carpark Mirrors:

Prior to the calling of the motion it was moved by owner L Macris (Lot 88) and seconded by owner M Isreal (Lot 109) that the motion be amended as follows:

*That pursuant to section 108 of the Strata Schemes Management Act 2015 the Owners SP 55170 **specialy resolve** the installation of additional convex mirrors.*

The amendment was put and adopted by majority.

CARRIED

Upon the amended motion becoming the motion it was carried:

That pursuant to section 108 of the Strata Schemes Management Act 2015 the Owners SP 55170 **specialy resolve** the installation of additional convex mirrors.

CARRIED

Total Unit Entitlements (UE) of votes cast on this motion were: 124

Unit Entitlements Votes cast FOR the Motion were: 114

Unit Entitlements Votes cast AGAINST the Motion were: 8

Unit Entitlements Votes ABSTAIN the Motion were: 2

As not more than 25% of the Unit Entitlements were cast against the motion, it was **SPECIALLY RESOLVED.**

18.2 CCTV Cameras:

That pursuant to section 108 of the Strata Schemes Management Act 2015, The Owners – Strata Plan 55170 **specialy resolve** to approve the installation of additional CCTV security cameras to common property.

CARRIED

Total Unit Entitlements (UE) of votes cast on this motion were: 124

Unit Entitlements Votes cast FOR the Motion were: 114

Unit Entitlements Votes cast AGAINST the Motion were: 8

Unit Entitlements Votes ABSTAIN the Motion were: 2

As not more than 25% of the Unit Entitlements were cast against the motion, it was **SPECIALLY RESOLVED.**

19. BY-LAW 53 – LOT 9 FLOORING WORKS:

19.1 That the Owners – Strata Plan No 55170 **specialy resolve** pursuant to Sections 110 and 142 of the *Strata Schemes Management Act 2015* and By-Law 29 to make a by-law in the following terms:

By-Law 53 – Lot 9 Flooring Works

The provisions of By-law No 29 are adopted for the purposes of this by-law as if fully set out herein with the exception of the amendment or the definition of "Lot" as follows:

"Lot" means lot 9 in the Strata Scheme

CARRIED

Total Unit Entitlements (UE) of votes cast on this motion were: 121

Unit Entitlements Votes cast FOR the Motion were: 116

Unit Entitlements Votes cast AGAINST the Motion were: 5

Unit Entitlements Votes ABSTAIN the Motion were: Nil

As not more than 25% of the Unit Entitlements were cast against the motion, it was **SPECIALLY RESOLVED.**

20. BY-LAW 54 – LOT 108 FLOORING WORKS:

20.1 That the Owners – Strata Plan No 55170 **specialy resolve** pursuant to Sections 110 and 142 of the *Strata Schemes Management Act 2015* and By-Law 29 to make a by-law in the following terms:

By-Law 54 – Lot 108 Flooring Works

The provisions of By-law No 29 are adopted for the purposes of this by-law as if fully set out herein with the exception of the amendment or the definition of "Lot" as follows:

"Lot" means lot 108 in the Strata Scheme

CARRIED

Total Unit Entitlements (UE) of votes cast on this motion were: 121

Unit Entitlements Votes cast FOR the Motion were: 116

Unit Entitlements Votes cast AGAINST the Motion were: 5

Unit Entitlements Votes ABSTAIN the Motion were: Nil

As not more than 25% of the Unit Entitlements were cast against the motion, it was **SPECIALLY RESOLVED.**

21. BY-LAW 55 – LOT 13 FLOORING WORKS:

21.1 That the Owners – Strata Plan No 55170 **specialy resolve** pursuant to Sections 110 and 142 of the *Strata Schemes Management Act 2015* and By-Law 29 to make a by-law in the following terms:

By-Law 55 – Lot 13 Flooring Works

The provisions of By-law No 29 are adopted for the purposes of this by-law as if fully set out herein with the exception of the amendment or the definition of "Lot" as follows:

"Lot" means lot 13 in the Strata Scheme

CARRIED

Total Unit Entitlements (UE) of votes cast on this motion were: 121

Unit Entitlements Votes cast FOR the Motion were: 116

Unit Entitlements Votes cast AGAINST the Motion were: 5

Unit Entitlements Votes ABSTAIN the Motion were: Nil

As not more than 25% of the Unit Entitlements were cast against the motion, it was **SPECIALLY RESOLVED.**

22. BY-LAW 56 – LOT 16 FLOORING WORKS:

22.1 That the Owners – Strata Plan No 55170 **specialy resolve** pursuant to Sections 110 and 142 of the *Strata Schemes Management Act 2015* and By-Law 29 to make a by-law in the following terms:

By-Law 56 – Lot 16 Flooring Works

The provisions of By-law No 29 are adopted for the purposes of this by-law as if fully set out herein with the exception of the amendment or the definition of "Lot" as follows:

"Lot" means lot 16 in the Strata Scheme

CARRIED

Total Unit Entitlements (UE) of votes cast on this motion were: 121

Unit Entitlements Votes cast FOR the Motion were: 116

Unit Entitlements Votes cast AGAINST the Motion were: 5

Unit Entitlements Votes ABSTAIN the Motion were: Nil

As not more than 25% of the Unit Entitlements were cast against the motion, it was **SPECIALLY RESOLVED.**

23. BY-LAW 57 – LOT 84 FLOORING WORKS:

23.1 That the Owners – Strata Plan No 55170 **specialy resolve** pursuant to Sections 110 and 142 of the *Strata Schemes Management Act 2015* and By-Law 29 to make a by-law in the following terms:

By-Law 57 – Lot 84 Flooring Works

The provisions of By-law No 29 are adopted for the purposes of this by-law as if fully set out herein with the exception of the amendment or the definition of "Lot" as follows:

"Lot" means lot 84 in the Strata Scheme

CARRIED

Total Unit Entitlements (UE) of votes cast on this motion were: 121

Unit Entitlements Votes cast FOR the Motion were: 116

Unit Entitlements Votes cast AGAINST the Motion were: 5

Unit Entitlements Votes ABSTAIN the Motion were: Nil

As not more than 25% of the Unit Entitlements were cast against the motion, it was **SPECIALLY RESOLVED.**

24. BY-LAW 58 – LOT 79 FLOORING WORKS:

24.1 That the Owners – Strata Plan No 55170 **specialy resolve** pursuant to Sections 110 and 142 of the *Strata Schemes Management Act 2015* and By-Law 29 to make a by-law in the following terms:

By-Law 58 – Lot 79 Flooring Works

The provisions of By-law No 29 are adopted for the purposes of this by-law as if fully set out herein with the exception of the amendment or the definition of "Lot" as follows:

"Lot" means lot 79 in the Strata Scheme

CARRIED

Total Unit Entitlements (UE) of votes cast on this motion were: 121

Unit Entitlements Votes cast FOR the Motion were: 116

Unit Entitlements Votes cast AGAINST the Motion were: 5

Unit Entitlements Votes ABSTAIN the Motion were: Nil

As not more than 25% of the Unit Entitlements were cast against the motion, it was **SPECIALLY RESOLVED.**

25. APPOINTMENT OF PROFESSIONAL BUILDING MANAGEMENT (OPTION 1):

25.1 That, in accordance with Section 67 of the *Act*, The Owners – SP 55170 resolve to appoint **Professional Building Management** as a Building Manager on the terms and conditions contained in the written agreement, a copy of which is attached to the notice of this meeting;

25.2 That the Owners Corporation execute the Building Manager Agreement to give effect to this appointment; and,

25.3 That the common seal of the Owners Corporation be affixed by the Strata Managing Agent, in accordance with Section 273 of the Act to the Building Manager Agreement, and delegate the negotiation of the same to the Strata Committee.

CARRIED

26. RE-APPOINTMENT OF PJM BUILDING MANAGEMENT (OPTION 2):

26.1 That, in accordance with Section 67 of the Act, The Owners – SP 55170 resolve to appoint **PJM Building Management** as a Building Manager on the terms and conditions contained in the written agreement, a copy of which is attached to the notice of this meeting;

26.2 That the Owners Corporation execute the Building Manager Agreement to give effect to this appointment; and,

26.3 That the common seal of the Owners Corporation be affixed by the Strata Managing Agent, in accordance with Section 273 of the Act to the Building Manager Agreement attached to the notice of this meeting.

DEFEATED

27. NEXT ANNUAL GENERAL MEETING DATE:

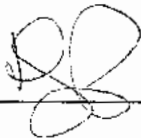
Motion:

That the next Annual General Meeting be set for 2020 as determined by the Strata Committee.

CARRIED

CLOSURE: There being no further business, the chairperson declared the meeting closed at 10:30am.

Signed



Date

12 JULY 2019.

MINUTES OF A STRATA COMMITTEE MEETING

THE OWNERS - STRATA PLAN NO. 55170

ADDRESS: MARSFIELD GARDENS | 94-116 CULLODEN ROAD, MARSFIELD

DATE, PLACE & TIME OF MEETING: The Strata Committee of The Owners - Strata Plan No: **55170** held a meeting on **22 April 2020** under Schedule 2 (9) (2) of the *Strata Schemes Management Act 2015* in the offices Dynamic Property Services, Level 25 at 66 Goulburn Street, Sydney. The meeting commenced at **10:00am**.

PRESENT: Maria Huang
Dean Howard
Kirsten Atkinson
Karen Jones
Lyndall Macris
Mark Israel

IN ATTENDANCE: Tiffany Burn (Dynamic Property Services)

CHAIRPERSON: Tiffany Burn (by invitation)

APOLOGIES: Nil

1. DISCLOSURE OF PECUNIARY INTERESTS:

The Strata Committee Members confirmed that no pecuniary interests were held or declared.

2. MINUTES:

Resolved that the minutes of the last Strata Committee meeting, held on 27 February 2020, be confirmed as a true record and account of the proceedings at that meeting.

(Votes for the motion 5, against the motion 0, abstained 1)

3. VOTING BY ELECTRONIC MEANS – TELECONFERENCE, VIDEO CONFERENCE OR EMAIL:

Resolved that pursuant to Regulation 14 (1)(a) of the *Strata Schemes Management Regulation 2016 (NSW)*, the Strata Committee approve the adoption of voting by electronic means, namely by teleconference, video conference or email while participating in the next meeting of the Strata Committee from a remote location.

(Votes for the motion 6, against the motion 0, abstained 0)

4. PROFESSIONAL BUILDING MANAGEMENT CONTRACT:

Resolved that the Strata Committee agrees to exercise the year 2 roll over clause as per the attached Professional Building Management Contract and further agrees to include an additional hour per week.

(Votes for the motion 6, against the motion 0, abstained 0)

CLOSURE: There being no further business, the chairperson declared the meeting closed at 10.30 am.

Signed

Date

**MINUTES OF THE STRATA COMMITTEE MEETING
STRATA PLAN 55170
MARSFIELD GARDENS | 94-116 CULLODEN ROAD, MARSFIELD**

DATE, PLACE & TIME OF MEETING: The Strata Committee of The Owners - Strata Plan No. 55170 held a meeting on 08 October 2020 held electronically by videoconference. The meeting commenced at 6:00pm.

PRESENT: Maria Huang (left the meeting at 7.21pm)
Lyndall Macris
Mark Israel
Dean Howard
Kristen Atkinson (Joined the meeting at 7.21pm)

IN ATTENDANCE: Chad Green (Professional Building Management)
Tiffany Burn (Dynamic Property Services)

CHAIRPERSON: Tiffany Burn (by invitation)

1. DISCLOSURE OF PECUNIARY INTERESTS:

The Strata Committee Members confirmed that no pecuniary interests were held or declared.

2. ACTING MEMBER:

There were no acting members for the purpose of this meeting.
The resignation of Karen Jones was acknowledged and nominations for the vacant position of chairperson was deferred to the AGM.

3. MINUTES:

Resolved that the minutes of the last Strata Committee meeting, held on 23 July 2020, be confirmed as a true record and account of the proceedings at that meeting.

4. FINANCIALS:

4.1 **Resolved** that the financial statement as presented by the Strata Manager dated 30 September 2020 be adopted.

4.2 The current aged arrears report was tabled.

5. BUILDING MANAGER'S REPORT:

5.1 The Strata Committee received updates in relation to any outstanding items and determine any further action:

5.1.1 Tree Risk Report – The Strata Committee agreed to engage McArdle Tree to trim/remove a number of trees on common property. The BM was requested to obtain an itemised quotation in relation to trees within courtyards. Once the quote is received the lot owners will be instructed to undertake the tree maintenance within 30 days or the Owners Corporation will undertake the works and onforward the cost to the lot owners.

5.1.2 Cubby House – The Strata Committee approved the cubby house quote.

- 5.1.3 Painting of fire escape stairwells – **Deferred.**
- 5.1.4 Poolside Garden Area – The Strata Committee agreed to move forward with the poolside garden upgrade pending minor changes to the quotation submitted by Flatline Paving. – **Ongoing.**
- 5.1.5 Paths between 52-69 & 70-87 – The Strata Committee agreed install wide crushed granite steps. – **Completed**
- 5.1.6 Directory Sign – Strata Committee agreed to install an illuminated stainless-steel directory sign at main entrance of the complex for a total cost of \$5,830.00 inc GST. - **Ongoing**
- 5.1.7 Driveway Grates replacement. – **Completed**
- 5.1.8 Garden Edging – The Strata Committee agreed to replace the damaged garden edging throughout the complex. **Ongoing**
- 5.1.9 BM has completed a night lighting audit – **Ongoing**
- 5.1.10 Courtyard Fencing – It was agreed to continue with essential repairs (under \$300) and obtain quotes to replace the townhouses courtyard fencing. – **Completed**
- 5.1.11 Common Property Seating - It was agreed to install seating in the garden area between 52-69 & 70-87 and the large courtyard over garage 5. – **ongoing.**
- 5.1.12 Facilities washroom upgrades – BM to provide scope / specifications. – **ongoing.**
- 5.1.13 Window Winders – it was agreed to replace the rushed window winders in the pool area for a total cost of \$165.00 + GST per winder. – **Completed.**
- 5.2 That the Building Manager's report for the period ending 30 September 2020 be tabled.
 - 5.2.1 Quote no. P80202 dated 29 September 2020 received from Leary & Partners in the amount of \$2,531.82 + GST to undertake a Capital Works funds - **Approved**
 - 5.2.2 Quote no. P80203 dated 29 September 2020 received from Leary & Partners in the amount of \$1,667.27 + GST to undertake a Safety Report – **Approved**
 - 5.2.3 It was agreed to engaged obtain quotes from an electrical engineer to assess the common property lighting and provide recommendation for the required upgrades.
 - 5.2.4 It was agreed to obtain a quote to install an electricity load monitor in the main power room.
 - 5.2.5 It was noted that quotes are being obtained for replacing the failed G5 hot water system.
 - 5.2.6 BM was requested to obtain quotes for installation of Rainwater tanks to water the gardens.

5.2.7 Exhaust fans to be replaced as they fail.

5.2.8 Quote for hard wiring of CCTV to be obtained as the ubiquity wi-fi units are failing.

5.2.9 Quote for CCTV phase 3 to be obtained.

6. APPLICATION:

6.1 That the Strata Committee consider and determine new applications:

6.1.1 Application to install air conditioning in Lot 88 (Unit 90) – **Approval Ratified**

6.1.2 Application for bathroom and Kitchen renovations and install of air conditioning lot 46 (Unit 48) – **Deferred pending further information.**

6.1.3 Pet Application Lot 100 (Unit 102) – **Approval Ratified**

6.1.4 Pet Application Lot 92 (Unit 94) – **Approved**

6.1.5 Application to install air conditioning in Lot 70 (Unit 72) – **Approved**

6.1.6 Application to install timber flooring lot 67 (Unit 69) – **Deferred pending further information.**

7. GENERAL BUSINESS:

Resolved that the following items of general business was tabled.

7.1 It was agreed to obtain a pre-paid visa/master card.

7.2 It was agreed to renew the website subscription for another 12 months.

7.3 It was agreed to form an IT subcommittee consisting of Lyndall, Dean, and Kirsten.

7.4 It was agreed to form a Building works subcommittee consisting of Dean and Mark.

7.5 It was agreed to remove the compost heap.

7.6 It was agreed to investigate NBN options for the office.

8. NEXT MEETING:

Resolved that the Annual General Meeting be held on Monday 7.12.2020 at 5.00 pm via Pre-meeting vote.

It was also agreed to hold an informal information session on Tuesday, 1 December 2020 at 7.30 pm.

CLOSURE: There being no further business, the chairperson declared the meeting closed at 8.16 pm.

Signed

Date

**THE MINUTES OF THE ANNUAL GENERAL MEETING
STRATA PLAN 55170
MARSFIELD GARDENS 94-116 CULLODEN RD MARSFIELD**

**DATE, PLACE & TIME
OF MEETING:**

The Annual General Meeting of The Owners - Strata Plan No. 55170 was held on Tuesday, 08 December 2020 wholly via pre-meeting electronic voting by means of email ballot paper. The meeting commenced at 5.00 pm.

NOTE:

Pursuant to Regulation 14 (1) (b) of the Strata Schemes Management Regulation 2016 (NSW), pre-meeting electronic voting wholly through means of email ballot paper has been authorised.

**BALLOT PAPERS
RECEIVED**

M Cavanagh (lot 36), M Huang (lot 39), D & M Howard (lot 43), K Lou (lot 60), K Atkinson (lot 70), S & L Macris (lot 88), C Wong (lot 102), L Lee (lot 119)

IN ATTENDANCE:

Tiffany Burn (Dynamic Property Services)

CHAIRPERSON:

Tiffany Burn

QUORUM:

Chairperson's declaration regarding the absence of a quorum:

At the scheduled time for the meeting to commence of 5.00 pm, the Chairperson noted that a quorum was not present for the meeting to continue. The lack of quorum continued for the next half-hour at which point, the Chairperson declared, pursuant to Clause 17(4)(b) of Schedule 1 to the Act, that those present either personally or by duly appointed proxy and who are entitled to vote on the motion would now constitute a quorum for the purposes of considering the outstanding motions or business of the meeting. The majority of those present at the meeting supported this declaration by the Chairperson.

1. MINUTES:

That the minutes of the last General Meeting of the Owners Corporation, held on 18/07/2019, be confirmed as a true record of the proceedings at that meeting.

CARRIED

2. COMPLIANCE:

Annual Fire Safety Statement:

2.1 That the owners corporation confirms receipt of the annual fire safety statement dated 10/07/2020 and authorises the strata committee to determine any arrangements required for the submission of the next annual fire safety statement.

CARRIED

- 2.2 That the owners corporation authorise the managing agent, building manager or strata committee to sign such documents as may be necessary in relation to the lodgement of the next annual fire safety statement. If required, this authority includes the managing agent affixing the common seal of the owners corporation in accordance with section 273 of the Act.

CARRIED

Window Locks and Safety Devices:

- 2.3 That The Owners – Strata Plan No: 55170, resolve to undertake an inspection and obtain certification of all window safety devices previously installed to windows within the strata scheme to ensure the Owners Corporation comply with their obligations pursuant to *section 118 of the Strata Schemes Management Act 2015 and Regulation 30 of the Strata Schemes Regulations 2016* and that the appointment of an appropriately qualified third party to undertake this inspection be delegated to the Strata Committee.

CARRIED

- 2.4 That following the inspection of window safety devices the Owners – Strata Plan No 55170, authorise the Strata Committee to make arrangements for the installation, maintenance or repair of any required window safety devices within the strata scheme to ensure the Owners Corporation comply with their obligations pursuant to Section 118 of the *Strata Schemes Management Act 2015* and regulation 30 of the *Strata Schemes Management Regulation 2016*.

CARRIED

Safety Audit Report:

- 2.5 That the Owners Corporation appoint a consultant to undertake a Safety Audit report of the Strata Scheme to identify any unforeseen risks that may affect the common areas.

CARRIED

3. UTILITIES AGREEMENTS:

- 3.1 That the Owners Corporation consider the supply agreements that they have in place for utilities and determine any action required.

CARRIED

- 3.2 That the Owners Corporation appoint the Committee Representative to do the following in relation to the investigation of new utility supply agreements (subject always to any direction otherwise as may be determined by a meeting of the owners corporation or its strata committee):

- i. To instruct the Managing Agent to engage a broker or other type of specialist as may be reasonably required,
- ii. To instruct the Managing Agent to disclose data and information of the Owners Corporation related to the utility as may be reasonably required,
- iii. To instruct the Managing Agent to sign a letter of authority as may be reasonably required.

CARRIED

- 3.3 That the Owners Corporation appoint the Committee Representative to approve the Owners Corporation entering into utility agreements for a term of up to 3 years, provided that, in the opinion of the Committee Representative, it is more, or similarly beneficial for the Owners Corporation to do so, compared to reasonably available alternative arrangements, and is otherwise on terms that are broadly consistent with those available in the market, and further the Owners Corporation authorise the Managing Agent to enter into such agreements on behalf of the Owners Corporation as instructed by the Committee Representative, subject always to any direction otherwise as may be determined by a meeting of the Owners Corporation or its Strata Committee.

CARRIED

4. INSURANCES:

- 4.1 That the Owners Corporation confirms that the following insurance policies are currently in place:

Current Insurance Details

Policy Number	Underwriter	Current To	Risk Type	Coverage Amount
HU0023029	CHU Underwriting Agencies Pty Ltd	31 May 2021	Building	\$59,570,000.00
			Loss of Rent/Temporary Accommodation	\$8,935,500.00
			Common Area Contents	\$595,700.00
			Legal Liability	\$50,000,000.00
			Fidelity Guarantee	\$250,000.00
			Office Bearers Liability	\$20,000,000.00
			Voluntary Workers	\$300,000.00 / \$3,000.00
			Catastrophe Cover	\$17,871,000.00
			Extended cover - Rent/Temp Accommodation	\$2,680,650.00
			Escalation in Cost of Temp Accommodation	\$893,550.00
			Cost of storage & evacuation	\$893,550.00
			Government Audit Costs	\$25,000.00
			Appeal Expenses - common property health & safety	\$100,000.00
			Legal Defence Expenses	\$50,000.00
			Lot Owner's Fixtures & Improvements (per lot)	\$250,000.00
Flood	Included			
TOTAL PREMIUM: \$57,955.57				

Date on which the premium(s) were last paid: 27/05/2020.

CARRIED

- 4.2 That the strata committee be authorised to determine additional optional insurances of the owners corporation not covered in the above table.

CARRIED

- 4.3 That the owners corporation confirm that it does NOT employ workers with total annual wages exceeding \$7,500.00 and therefore will not require workers compensation insurance for the coming year.

CARRIED

- 4.4 That the owners corporation acknowledges their obligation to provide/disclose to the insurer, either upon renewal or throughout the period of the policy, any item requiring disclosure under the policy including a Work, Health and Safety report, defects report and the like.

CARRIED

- 4.5 That the owners corporation authorise the managing agent to renew insurances in accordance with the insurer or insurance broker's recommendation in circumstances where alternate instructions are not received from the strata committee prior to the renewal date..

CARRIED

5. COMMISSIONS AND TRAINING SERVICES:

That the Owners Corporation note a report by the Managing Agent, in the agenda explanatory note, in regards to the commissions that have been paid and training services received in the last year and those commissions likely to be paid and training services provided to the Managing Agent in the coming year.

CARRIED

6. VALUATION (INSURANCE):

6.1 That the owners corporation obtain a replacement cost estimate (valuation) for insurance purposes.

CARRIED

6.2 That the managing agent be authorised to adjust the building sum insured in line with the insurance valuation upon receipt

CARRIED

7. REAPPOINTMENT OF STRATA MANAGING AGENT:

That in accordance with Section 49 (2) of the Strata Schemes Management Act 2015 (the Act):

- a. Dynamic Property Services Pty Ltd be appointed as strata managing agent of Strata Scheme No. 55170;
- b. the Owners Corporation delegate to the Agent all of the functions of:
 - i. the Owners Corporation (other than those listed in section 52 (2) of the Act); and
 - ii. its chairperson, treasurer, secretary and Strata Committee, necessary to enable the Agent to carry out the 'agreed services' and the 'additional services' as defined in the written agreement attached to the notice of the meeting; and
- c. the delegation to the Agent is to be subject to the conditions and limitations in the Agreement; and
- d. the Owners Corporation execute the Agreement to give effect to this appointment and delegation.

CARRIED

8. AUDITOR:

That an auditor be appointed and that auditor be Thomas Davis & Co.

CARRIED

9. CAPITAL WORKS FUND PLAN:

That the owners corporation confirms receipt of the the capital works analysis prepared by BIV Reports on 01/07/2018.

CARRIED

10. EXPENDITURE LIMITS AND OTHER RESTRICTED MATTERS:

10.1 That the restriction in Section 102 of the *Act*, the Strata Committee be limited from spending more than 10% over any single budget item be removed.

CARRIED

10.2 That pursuant to Section 102 of the *Act*, the Strata Committee be restricted to spending not greater than 10% above the amount determined for the total of budget expenditure.

CARRIED

10.3 That there be no additional restrictions placed on the Strata Committee other than those currently imposed by Section 36 (3) of the *Act*.

CARRIED

11. ENGAGEMENT OF CONTRACTORS:

That the Owners Corporation acknowledges that the Strata Managing Agent will not issue a Work Order or engage any contractors for the provision of any goods or services, unless they have complied with the minimum requirements set out in the table below.

Minimum requirements (as aligned to the recommended criteria as advised by Safe Work Australia)	<ul style="list-style-type: none">• Must be registered as a business for tax purposes in Australia• Must have a minimum \$10 million Public & Product Liability Insurance (in respect of each and every occurrence and unlimited in aggregate for any one period of cover)• Must have a minimum \$1 million Professional Indemnity Insurance (where applicable)• Must have Statutory Workers Compensation Insurance for all employees or Personal and Accident Insurance as a Sole Trader• Must hold all licences as relevant to services provided• Must have an established Quality Management system (Consultants only)• Must have an established Health & Safety Management system• Must accept PICA Terms and Conditions of engagement and Business Code of Conduct.
Definitions:	<ul style="list-style-type: none">• Contractor: means a person or organisation that is engaged, on a temporary basis, to undertake a particular task and includes consultants who provide recommendations and/or specialist professional advice.• Work Order: means a written order providing specific or blanket authorisation to a contractor to proceed with the provision of specific goods or services without further instructions.

CARRIED

12. ACCOUNTING RECORDS AND BUDGET:

12.1 That the financial statements including the statement of key financial information for the period ended **31/10/20** be adopted.

CARRIED

12.2 That estimated receipts and payments (budget) for the administrative fund and the capital works fund as attached to this agenda be adopted..

CARRIED

13. CONTRIBUTIONS:

13.1 That contributions to the Administrative Fund are estimated in accordance with Section 79 (1) of the Act and determined in accordance with Section 81 (1) of the Act at \$400,000.00 plus GST in instalments set out in the table below:

Instalment	Due date	Administrative	GST	Total
1 (already invoiced)	01 November 2020	\$119,703.55	\$11,970.36	\$131,673.91
2	01 February 2021	\$93,432.15	\$9,343.21	\$102,775.36
3	01 May 2021	\$93,432.15	\$9,343.21	\$102,775.36
4	01 August 2021	\$93,432.15	\$9,343.21	\$102,775.36
TOTALS		\$400,000.00	\$40,000.00	\$440,000.00

CARRIED.

Instalment	Due date	Gas Levy	GST	Total
1 (already invoiced)	01 November 2020	\$18,500.00	\$1,850.00	\$20,350.00
2	01 February 2021	\$12,957.67	\$1,295.77	\$14,253.43
3	01 May 2021	\$12,957.67	\$1,295.77	\$14,253.43
4	01 August 2021	\$12,957.67	\$1,295.77	\$14,253.43
TOTALS		\$57,373.00	\$5,737.30	\$63,110.30

CARRIED.

13.2 That contributions to the Capital Works Fund are estimated in accordance with Section 79 (2) of the Act and determined in accordance with Section 81 (1) of the Act at \$289,806.71 plus GST in instalments set out in the table below:

Instalment	Due date	Capital	GST	Total
1 (already invoiced)	01 November 2020	\$54,466.72	\$5,446.67	\$59,913.39
2	01 February 2021	\$78,446.66	\$7,844.67	\$86,291.33
3	01 May 2021	\$78,446.66	\$7,844.67	\$86,291.33
4	01 August 2021	\$78,446.66	\$7,844.67	\$86,291.33
TOTALS		\$289,806.71	\$28,980.67	\$318,787.38

CARRIED

13.3 That the Administrative Fund and Capital Works Fund contributions be continued at quarterly intervals commencing on 01/11/2021 until further determined:

Administrative Fund

Due date	Amount excl. GST	GST	Amount incl. GST
01 November 2021	\$100,000.00	\$10,000.00	\$110,000.00

Gas levy

Due date	Amount excl. GST	GST	Amount incl. GST
01 November 2021	\$14,343.25	\$1,434.33	\$15,777.58

Capital Works Fund

Due date	Amount excl. GST	GST	Amount incl. GST
01 November 2021	\$72,451.68	\$7,245.17	\$79,696.85

CARRIED

14. LEVY COLLECTION PROCEDURES:

14.1 That the Owners - Strata Plan No: 55170, for the purpose of collecting levy contributions, interest and recovery costs thereon and pursuant to the Act (including Section 103 of the Act), authorise the Strata Managing Agent and/or the Strata Committee to do any of the following:

- a. Levy Recovery Step 1: issue a reminder levy notice after 35 days from the levy due date;
- b. Levy Recovery Step 2: issue 1st levy recovery letter after 60 days from the levy due date;
- c. Levy Recovery Step 3: issue 2nd levy recovery letter after 90 days from the levy due date;
- d. Levy Recovery Step 4: after 106 days after the original date the levy was due, and where the debt is in excess of \$750.00, appoint the services of a debt collection agency, obtain legal advice and/or retain legal representation of solicitors, barristers and/or experts on behalf of The Owners – Strata Plan No: 55170 to issue a letter of demand and/or to commence, pursue, continue or defend any court, tribunal or any other proceedings against any lot owner, mortgagee in possession and/or former lot owner in relation to all matters arising out of the recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs;
- e. Approve Payment Plans generally or for specific lot owners;
- f. Enforce any judgment obtained in the collection of levy contributions including commencing and maintaining bankruptcy or winding up proceedings;

- g. Filing an appeal or defending an appeal against any judgment concerning the collection of levy contributions; and,
- h. Liaise, instruct and prepare all matters with the Owners Corporation's debt collection agents, lawyers and/or experts in relation to any levy recovery proceedings.
- i. Waiver of interest accrued for levy arrears where appropriate.

CARRIED

14.2 That the Owners – Strata Plan 55170, delegate and authorise the functions to the **strata committee** to make changes to the above debt recovery process on behalf of the owners corporation from time-to-time as they see fit.

CARRIED

14.3 That the Owners – Strata Plan 55170, for the purpose of collecting levy contributions, interest and recovery costs thereon and pursuant to the Act (including section 103 of the Act), authorise the strata committee to approve payment plans generally or for specific lot owners.

CARRIED

15. PRE-MEETING ELECTRONIC VOTING BY MEANS OF EMAIL:

That pursuant to Regulation 14 (1) (b) of the *Strata Schemes Management Regulation 2016 (NSW)*, the Owners Corporation approve the adoption of voting wholly by means of email for the next meeting of the Strata Committee/Owners Corporation.

CARRIED

CLOSURE: There being no further business, the chairperson declared the meeting closed at 6.30 pm.

Signed _____

Date _____

IMPORTANT NOTE REGARDING ELECTION OF STRATA COMMITTEE:

Due to health restrictions arising from COVID-19 the Strata Committee have determined that the Annual General Meeting for this financial period will necessarily need to be conducted wholly via pre electronic voting.

The Strata Schemes Management Act 2015 and Regulations 2016 stipulated that a meeting conducted via pre electronic voting may not include a motion to conduct an election of the strata committee. Therefore, this motion has not been put to the vote. The current strata committee will continue without change unless:

- (a) There is a resignation of a committee member;
- (b) a further general meeting is called to re-elect the strata committee (via special resolution), or
- (c) the next Annual General Meeting is held.

**MINUTES OF THE STRATA COMMITTEE MEETING
STRATA PLAN 55170
MARSFIELD GARDENS | 94-116 CULLODEN ROAD, MARSFIELD**

DATE, PLACE & TIME OF MEETING: The Strata Committee of The Owners - Strata Plan No. 55170 held a meeting electronically by video/teleconference on **Thursday, 15 July 2021**. The meeting commenced at **6.00 pm**.

PRESENT: Lyndall Macris
Mark Israel
Dean Howard
Kristen Atkinson

IN ATTENDANCE: Virginia Li (lot 84) – Joined at 7.30 pm
Chad Green (Professional Building Management)
Tiffany Burn (Dynamic Property Services)

CHAIRPERSON: Tiffany Burn (by invitation)

APOLOGIES: Maria Huang

1. DISCLOSURE OF PECUNIARY INTERESTS:

The Strata Committee Members confirmed that no pecuniary interests were held or declared.

2. ACTING MEMBER:

Resolved that the Strata Committee consented to the appointment of Lyndall Macris to act on behalf of Maria Huang in their place as a member of the Strata Committee under Section 34 of the *Act*.

3. MINUTES:

Resolved that the minutes of the last Strata Committee meeting, held on 13 May 2021, be confirmed as a true record and account of the proceedings at that meeting.

4. FINANCIALS:

4.1 **Resolved** that the financial statement as presented by the Strata Manager dated 31 May 2021 be adopted.

NB: It was noted that minor amendments are required to the coding of line items.

4.2 **Resolved** That the current aged arrears report be tabled and any further action determined.

4.3 **Resolved** that advice be sought regarding the key deposits:

It was noted that key deposits are a liability on the balance sheet and the Strata committee agreed to review old deposits and recommend if any can be moved into the admin revenue account.

5. SITE MANAGEMENT:

5.1 **Resolved** that the Strata Committee received updates in relation to the following outstanding items and determine any further action:

- 5.1.1 Tree project – The SC agreed to lodge a tree application with Ryde Council for the removal of the gum tree in the parking area following a report from the arborist. The Strata Manager was authorised to sign and affix the common seal to the application on behalf of the OC.
- 5.1.2 Lighting & ESC rebate – It was noted that a number of light fittings were changed to LEDs as part of the AFSS compliance. The SC agreed to obtain quotes for the replacement of the remaining Fluro light fittings in the garages, building entries and fire stairs.
- 5.1.3 CCTV hard wiring – The SC agreed to investigate upgrading the old wireless system. BM was instructed to obtain quotes for both an upgrade vs hard wiring.
- 5.1.4 Rainwater tanks – Awaiting additional quotes
- 5.1.5 Pool facility/Washroom upgrades – It is noted that the BM is working on the scope of works for the SC consideration at the next meeting
- 5.1.6 Safety and Capital works report – BM will go through the report and provide the Committee with priority list for actioning the items noted within the Safety and Capital works reports.
- 5.1.7 Basketball & Tennis court resurfacing – Awaiting additional quotes.
- 5.1.8 Anchor points – Deferred
- 5.1.9 Resealing of bin / entry driveway – It was agreed to obtain a quote from suitable engineers to prepare a scope of works for the driveway replacement to ensure structural integrity for truck movements. Two options to be considered (a) bin room drive only, (b) bin room drive extending across to TH 5 including a solution for the clog prone drain.
- 5.1.10 Signarama recommendations regarding entry sign design – BM has obtained new signage designs for the committee's consideration at the next meeting.
- 5.1.11 AFSS – The OC obtained a 30-day extension for lodgement of the AFSS in order for the fire defects to be rectified.

It was noted that defects that are the lot owners responsibility will be on charged back to the lot owner.

5.2 **Resolved** that the Strata Committee consider and determine the following quotations:

- 5.2.1 Ratify continuation of OCN membership for \$450 + gst – **Approved**
- 5.2.2 Ratify decision to use MyBos for the site management system – **Approved**
- 5.2.3 Ratify purchase of replacement office PC for \$2,299 – **Approved**
- 5.2.4 Ratify quote from All Trades Group for \$1,360.00 + GST for cavity flashing replacement for TH10. – **Approved**
- 5.2.5 Ratify quote from Quorum for \$1,770.00 + GST for the intefriti software upgrade - **Approved**
- 5.2.6 Consider quotes from MCM to seal the bin room floor - Option 1 \$3,900.00 + gst and Option 2 \$2,600 + gst – **Deferred.**

BM to advise longevity and appearance of both options with competitive

quotes for SC consideration.

5.2.7 Consider quote from MCM for \$14,325 + gst to reseal the bin room driveway
– **Withdrawn (Refer 5.1.9)**

5.3 **Resolved** that the Building Manager's report for the period ending 30 June 2021 was tabled.

6. APPLICATION:

6.1 **Resolved** that the Strata Committee receive an update on the following outstanding applications, and determine further actions:

6.1.1 Lot 4 – Townhouse 5

BM is currently reviewing the documentation received to date.

6.1.2 Lot 10 – Townhouse 11

BM has requested an inspection of the works undertaken.

6.1.3 Lot 15 – Townhouse 17

BM confirmed that an incomplete application has been received and additional information has been requested.

6.1.4 Lot 18 – Townhouse 22

BM has requested a formal application.

6.1.5 Lot 63 – Unit 65

BM is currently reviewing the documentation received to date.

6.1.6 Lot 90 – Unit 92

BM has requested a formal application.

6.1.7 Lot 129 – Townhouse 133

BM is currently reviewing the documentation received to date

6.2 No additional application were tabled.

7. CORRESPONDENCE/GENERAL BUSINESS:

Resolved that correspondence/general business requiring the Strata Committee's attention be considered.

7.1 Email received 15 June 2021 from Samantha Yep (lot 23) in relation to pool temperature.

The SC confirmed that the pool temperature has been adjusted slightly and the heating plumbing has been repaired. The average temperature now ranges from 26.8 to 27.2 degrees.

7.2 Email received 01 July 2021 from Li Hong Guo (lot 87) in relation to removal of debt recovery fees.

The SC resolved to remove the interest charge only.

7.3 Review COVID processes for use of facilities, especially during lockdowns.

It was agreed that the indoors facilities will remain closed until further notice.

7.4 Legal advice re use of G5 workshop & parking spot

A quote from Chambers Russell was advised at around \$3,100. It was agreed to obtain another quote for legal advice regarding the use / ownership of these and to investigate fire compliance of the workshop.

7.5 Strata Committee Code of Conduct –

The SC agreed to formally adopt the Code of Conduct at next committee meeting.

7.6 Strata Committee access to MyBos

It was agreed that the SC will have read only access to all areas of mybos and access to generate reports/upload photos.

7.7 Review limit of facilities fobs per lot.

It was agreed that owners will be entitled to 1 fob per bedroom.
It is noted that the cost of the fob is \$200.00.

7.8 Consider purchase of generator & portable pump and secure storage enclosure in garage 5 for emergency use

It was agreed to obtain quotes for consideration at a general meeting

7.9 Installation of hand sanitisers in all entry foyers / touch points.

Approved pending a second quote.

7.10 Consider & determine items to be put to an EGM for additions to common property.

Deferred to email confirmation.

7.11 It was agreed to issue a by-law reminder notice to all residents regarding the unlawful storage of flammable items in garages / storage areas.

8. BY-LAWS, RULES & PROCEDURES:

BY-LAW REVIEW:

- 8.1 **DEFERRED** that the Strata Committee receive an update in relation to the by-law review prepared by JS Mueller & Co and determine any further action. It was agreed to convene a separate meeting for this item only.

RULES & PROCEDURES:

- 8.2 Resolved that the Strata Committee table and approve the following procedures:

- After hours call outs
- Installation of air conditioning within a lot
- Access Cancellation
- Material requisition
- New residents
- Real estate agents signs

And the following procedures require further amendments:

- Quotes
- Approvals & Dissemination of Orders
- Parking
- Keys & Fobs
- Contractors Attending Site – include QR code sign in

- 8.2.1 **DEFERRED** that the Strata Committee table and approve the draft renovations application form.

9. BY-LAW BREACHES & NOTICES TO COMPLY:

- 9.1 That any current or unresolved breach of by-laws be tabled for review, and further action determined. **Withdrawn**
- 9.2 That having considered the breaches noted in the preceding resolution the following notices to comply be issued. **Withdrawn**
- 9.3 It was noted that parking patrols will be resumed shortly after another letter from the Strata Manager, MyBos notification and letterbox drop.

10. NEXT MEETING:

- 10.1 **Resolved** that the next Strata Committee meeting will be held on 16 September 2012 via tele/video conference.
- 10.2 **Resolved** that pursuant to Regulation 14 (1)(a) of the *Strata Schemes Management Regulation 2016 (NSW)*, the Strata Committee determine the format and method in which the next Strata Committee/General meeting will be held including (but not limited to) other means of electronic voting (tele/video conference) or as directed by the secretary.

CLOSURE: There being no further business, the chairperson declared the meeting closed at 9.30 pm.

Signed

Date

**MINUTES OF THE STRATA COMMITTEE MEETING
STRATA PLAN 55170
MARSFIELD GARDENS | 94-116 CULLODEN ROAD, MARSFIELD**

DATE, PLACE & TIME OF MEETING: The Strata Committee of The Owners - Strata Plan No. 55170 held a meeting electronically by video/teleconference on **Thursday, 25 November 2021**. The meeting commenced at **6.30 pm**

PRESENT: Lyndall Macris
Maria Huang
Mark Israel
Kristen Atkinson

IN ATTENDANCE: Chad Green & Simon Paxton (Professional Building Management)
Tiffany Burn (Dynamic Property Services)

CHAIRPERSON: Tiffany Burn (by invitation)

1. DISCLOSURE OF PECUNIARY INTERESTS:

The Strata Committee Members confirmed that no pecuniary interests were held or declared.

2. ACTING MEMBER & STRATA COMMITTEE VACANCY:

No acting members

3. MINUTES:

Resolved that the minutes of the last Strata Committee meeting, held on 27 September 2021, be confirmed as a true record and account of the proceedings at that meeting.

4. FINANCIALS:

- 4.1 **Resolved** that the financial statement as presented by the Strata Manager dated 31 October 2021 be adopted.
- 4.2 **Resolved** that the current aged arrears report be tabled, and no further action was determined.
- 4.3 **Resolved** that the proposed 2021/22 budget be tabled, and the Strata Committee agreed to present the budget at the Annual General Meeting.

5. SITE MANAGEMENT:

- 5.1 **Resolved** that the Strata Committee received updates in relation to the following outstanding items and determine any further action:
 - 5.1.1 Update on removal of gum tree at parking area – Council has verbally confirmed that the tree removal has been approved. BM to obtain quotes for the tree removal and stump grind.
 - 5.1.2 Update on retaining wall rectification & drainage works – The works are currently on hold due to the rain. It is expected that the works will be completed within 2 weeks once the contractor returns to site.
 - 5.1.3 Update on outstanding AFSS defect repairs – Fire doors and smoke alarm

defects are to be completed by Christmas.

- 5.1.4 Update on preparation of scope for Pool facility/Washroom upgrades – BM to provide a summary list of the proposed upgrades for approval from the committee before obtaining quotes to engage a consultant to advise on the best materials to use in the wet areas.
- 5.1.5 Update on priority list from the Safety & Capital Works Reports – BM submitted the proposed priority list to the Committee for review and feedback by the 10 December 2021.
- 5.1.6 Consider quotes for Basketball & Tennis court resurfacing – It was agreed to defer the tennis court resurfacing.

BM was asked to obtain additional information regarding the basketball resurfacing quotes.
- 5.1.7 Update on Resurfacing of bin / entry driveway and consider any quotes – Deferred pending revised quotes.
- 5.1.8 Update on Spa leak – Spa technician will be inspecting the spa in the second week of December 2021.
- 5.1.9 Update on the discussion with D & S maintenance regarding usage of common areas within garage 5 – DPS was instructed to engage with D & S maintenance to establish ownership of the area.
- 5.1.10 Painting of internal common areas – BM to obtain quotes from E & M painting for the annual maintenance of the common property paint.
- 5.1.11 Paving repairs – quotes are being obtained.
- 5.3 **Resolved** that the Strata Committee tabled the following quotations, and ratify the determination of the same:
 - 5.3.1 Quotation Q356 from MCM in the agreed sum of \$6,220 + gst to install x4 sump pits and connect to stormwater drain (includes trenches)
- 5.4 **Resolved** that the Strata Committee consider and determine the following quotations:
 - 5.4.1 Quotation from E&M Painting Service in the sum of \$3,900 + gst for various painting repairs in fire stairs. – Approved
- 5.5 **Resolved** that the Building Manager's report for the period ending 31 October 2021 be tabled.
 - 5.5.1 BM to liaise with Kintyre regarding additional gutter cleaning services
- 5.6 **Resolved** that the Strata Committee considered Professional Building Managements proposal and it was agreed to discuss the proposal offline.
- 5.7 **Resolved** that the Strata Committee agreed to reopening of the indoor facilities on the 15 December 2021 in accordance with Government guidelines.

It is noted that the reopening is subject to change.
- 5.8 **Resolved** that the Strata Committee approved the revised resident form, and it was agreed the BM will issue the notice to all residents to obtain updated contact details.
- 5.9 **Resolved** that the Strata Committee agreed to a budget of \$1,000.00 for the purchases of Christmas lights and engagement of a handyman to install Christmas lights around the palm trees and pool area.

5.10 **Resolved** that the Strata Committee agreed to table the following items at the AGM for consideration:

- Additional external lighting
- Upgrade path around the pool
- Installation of additional outdoor seating
- Creating under stairs storage cupboards
- Purchase of portable generator
- Installation of CCTV licence camera
- Pool Renovations
- Additional by-laws.

6. APPLICATION:

6.1 **Resolved** that the Strata Committee receive an update on the following outstanding applications, and determine further actions:

6.1.1 Lot 4 | Townhouse 5 – No updated provided

6.1.2 Lot 10 | Townhouse 11 – approval has been granted for the BM to inspect

6.1.3 Lot 15 | Townhouse 17 – Renovation approved.

6.1.4 Lot 20 | Townhouse 22 – previous owners renovation approved.

6.1.5 Lot 63 | Unit 65 – BM to undertake inspection

6.1.6 Lot 90 | Unit 92 – BM to undertake inspection

6.1.7 Lot 129 | Townhouse 133 – BM to undertake inspection

6.1.8 Lot 12 Unit 13 | Air Conditioning Installation – Approved. Exclusive use by-law for core hole required for OC approval.

6.2 **Resolved** that the Strata Committee considered and determined the following applications:

6.2.1 Lot 20 | Townhouse 22 (new owner's renovations) – application under review.

6.2.2 Lot 117 | Unit 120 – application under review.

6.2.3 Lot 102 | Unit 109 – Air Conditioning Installation – Approved.

6.2.4 Lot 1267 | Unit 131 - application under review.

7. CORRESPONDENCE/GENERAL BUSINESS:

Resolved that correspondence/general business requiring the Strata Committee's attention be considered.

7.1 Correspondence from Lot 23 (TH25) regarding the AFSS requirements. – It was agreed to forward the email to the fire safety contractor to provide advice.

7.2 Correspondence from Lot 89 (unit 93) regarding parking – The Strata Committee Noted lot 89 request and agreed that further information is required.

7.3 The Strata Committee ratified their decision to decommission the website effective 31st October 2021

8. CODE OF CONDUCT:

Resolved that the Strata Committee tabled and approved the Code of Conduct.

9. BY-LAW BREACHES & NOTICES TO COMPLY:

9.1 No unresolved by-law breaches were tabled.

9.2 That having considered the breaches noted in the preceding resolution the following notices to comply be issued. – Withdrawn.

9.3 It was noted that the parking patrols are ongoing.

10. NEXT MEETING:

10.1 **Resolved** that the next Strata Committee meeting will be held on 10 February 2022.

10.2 **Resolved** that pursuant to Regulation 14 (1)(a) of the *Strata Schemes Management Regulation 2016 (NSW)*, the Strata Committee determine the format and method in which the next Strata Committee/General meeting will be held including (but not limited to) other means of electronic voting (tele/video conference) or as directed by the secretary.

CLOSURE: There being no further business, the chairperson declared the meeting closed at 8.40 pm.

Signed

Date

MINUTES OF ANNUAL GENERAL MEETING

The Owners – Strata Plan No 55170
Marsfield Gardens
94-116 Culloden Rd, MARSFIELD, NSW, 2122

These are the minutes of the Annual General Meeting for The Owners – Strata Plan No 55170 held at Video Conference: <https://meet.dynamicproperty.com.au/345018529> commencing at 6:00 PM on Thursday 31 March 2022.

Lots Represented

<u>Lot No</u>	<u>Name</u>	<u>Capacity</u>
13	Amit Chaddha	Owner present
34	Dianne Barter (non-financial)	Owner present
36	Mark Israel	Proxy holder
39	Maria Huang	Owner present
43	Mark Israel	Proxy holder
70	Kirsten Atkinson	Owner present
84	Siu Ling Li	Owner present
88	Lyndall Macris	Owner present
107	Sandra Garcia Stevens	Owner present
109	Mark Israel	Owner present
117	Jessica Kobus	Owner present

In Attendance

Chad Green representing Professional Building Management
Tiffany Burn representing Dynamic Property Services Pty Ltd.

Chairperson

Tiffany Burn (Under delegation)

Secretary

Tiffany Burn representing Dynamic Property Services Pty Ltd under delegated authority.

Quorum

Chairperson's declaration regarding the absence of a quorum: At 6.00 pm the Chairperson noted that a quorum was not present for the meeting to continue. The lack of quorum continued for the next half-hour at which point, the chairperson declared, pursuant to Clause 17 (4) (b) of Schedule 1 to the Act, that those present either personally or by duly appointed proxy and who are entitled to vote on the motion would now constitute a quorum for the purposes of considering the outstanding motions or business of the meeting. The majority of those present at the meeting supported this declaration by the Chairperson.

Motions

1. MINUTES

- 1.1 That the minutes of the last general meeting of the Owners Corporation, held on 07/12/2020, be confirmed as a true record of the proceedings of that meeting.

Motion Result: Passed by Simple Majority

2. COMPLIANCE MEASURES

2.1 **(Annual Fire Safety Statement)**

That the Owners Corporation consider the current Annual Fire Safety Statement and determine any action required.

Motion Result: Passed by Simple Majority

- 2.2 That the Owners Corporation resolves that the strata manager is to engage an accredited practitioner (fire safety) who is accredited in Fire Safety Assessment and appropriately qualified to undertake assessment of each fire safety measure to:

- a. ensure all fire safety measures are maintained in accordance with the *Environmental Planning and Assessment Regulation*; and,
- b. declare that each fire safety measure has been assessed by an appropriately qualified accredited practitioner (fire safety); and,
- c. issue the fire safety statement accordingly.

Motion Result: Passed by Simple Majority

- 2.3 That the Owners Corporation authorise the managing agent, building manager or strata committee to sign such documents as may be necessary in relation to the lodgement of the next Annual Fire Safety Statement. If required, this authority includes the managing agent affixing the common seal of the Owners Corporation in accordance with the Act.

Motion Result: Passed by Simple Majority

2.4 **(Window safety devices reinspection)**

That the Owners – Strata Plan No 55170, resolve to undertake an inspection of all window safety devices previously installed to windows within the strata scheme to ensure the Owners Corporation comply with their obligations pursuant to Section 118 of the *Strata Schemes Management Act 2015* and Regulation 30 of the *Strata Schemes Management Regulation 2016* and that the appointment of an appropriately qualified third party to undertake this inspection be delegated to the strata committee.

Motion Result: Defeated by Simple Majority

- 2.5 That following the inspection of window safety devices the Owners – Strata Plan No 55170, authorize the strata committee to make arrangements for the installation, maintenance or repair of any required window safety devices within the strata scheme to ensure the Owners Corporation comply with their obligations pursuant to Section 118 of the *Strata Schemes Management Act 2015* and Regulation 30 of the *Strata Schemes Management Regulation 2016*.

Motion Result: Motion lapsed as WINDOW SAFETY DEVICE INSPECTION was LOST

2.6 **(Safety Audit Report)**

That the owners corporation review the safety audit report prepared by Leary & Partners on 28/01/2021 and what actions have been taken to date and those yet to be undertaken and an updated report be obtained.

Motion Result: Passed by Simple Majority

2.7 **(Other compliance measures)**

That the owners corporation consider any additional compliance matters for the scheme and determine any appropriate action (if required).

Motion Result: Passed by Simple Majority

3. UTILITIES AGREEMENTS

- 3.1 That the owners corporation consider the supply agreements that they have in place for utilities and determine any action required.

Motion Result: Passed by Simple Majority

- 3.2 That the Owners Corporation instruct the Managing Agent to:
- i. engage a broker or other type of specialist if required;
 - ii. disclose data and information of the Owners Corporation related to the utility if required; and,
 - iii. sign a letter of authority to authorise the broker to acquire and provide quotes.

Motion Result: Passed by Simple Majority

- 3.3 That the Owners Corporation appoint the Chairperson to approve entry by the Owners Corporation into an utility agreement of up to 3 years provided that, in the opinion of the Chairperson, it is more financially beneficial for the Owners Corporation than its current arrangements, and is otherwise on terms that are broadly consistent with those available in the market, and further the Owners Corporation authorise the managing agent to enter into an utility agreement behalf of the Owners Corporation as instructed by the Chairperson.

Motion Result: Passed by Simple Majority

4. INSURANCES

- 4.1 That the owners corporation confirm that the following insurance policies are currently in place:

Current Insurance Details

Policy Number	Underwriter	Current To	Risk Type	Coverage Amount
HU0023029	CHU Underwriting Agencies Pty Ltd	31 May 2022	Building	\$64,300,000.00
			Loss of Rent/Temporary Accommodation	\$9,645,000.00
			Common Area Contents	\$643,000.00
			Legal Liability	\$50,000,000.00
			Fidelity Guarantee	\$250,000.00
			Office Bearers Liability	\$20,000,000.00
			Voluntary Workers	\$300,000.00 / \$3,000.00
			Catastrophe Cover	\$19,290,000.00
			Extended cover - Rent/Temp Accommodation	\$2,893,500.00
			Escalation in Cost of Temp Accommodation	\$964,500.00
			Cost of storage & evacuation	\$964,500.00
			Government Audit Costs	\$25,000.00
			Appeal Expenses - common property health & safety	\$100,000.00
			Legal Defence Expenses	\$50,000.00
			Lot Owner's Fixtures & Improvements (per lot)	\$250,000.00
Flood	Included			
Machinery Breakdown	\$10,000.00			
TOTAL PREMIUM: \$65,858.79				

Date on which the premiums were last paid: **28/05/2021**

Motion Result: Passed by Simple Majority

- 4.2 That the insurances of the owners corporation be extended to include any additional optional insurances not covered in the above table.

Motion Result: Defeated by Simple Majority

- 4.3 That the owners corporation confirm that it does NOT employ workers with total annual wages exceeding \$7,500.00 and therefore will not require workers compensation insurance for the coming year.

Motion Result: Passed by Simple Majority

- 4.4 That the owners corporation acknowledges their obligation to provide/disclose to the insurer, either upon renewal or throughout the period of the policy, any item requiring disclosure under the policy including a Work, Health and Safety report, defects report and the like.

Motion Result: Passed by Simple Majority

- 4.5 That the owners corporation authorise the managing agent to renew insurances in accordance with the insurer or insurance broker's recommendation in circumstances where alternate instructions are not received from the strata committee prior to the renewal date.

Motion Result: Passed by Simple Majority

5. COMMISSIONS AND TRAINING SERVICES

- 5.1 That the owners corporation note a report by the managing agent, in the agenda explanatory note, in regards to the commissions that have been paid and training services received in the last year and those commissions likely to be paid and training services provided to the managing agent in the coming year.

Motion Result: Passed by Simple Majority

6. VALUATION

- 6.1 That the owners corporation obtain a replacement cost estimate (valuation) for insurance purposes.

Motion Result: Defeated by Simple Majority

- 6.2 That the managing agent be authorised to adjust the building sum insured in line with the insurance valuation upon receipt.

Motion Result: Defeated by Simple Majority

7. AUDITOR

- 7.1 That an auditor be appointed and that auditor be Thomas Davis & Co.

Motion Result: Passed by Simple Majority

8. CAPITAL WORKS FUND PLAN

- 8.1 That the owners corporation confirms receipt of the capital works analysis prepared by Leary & Partners on 28/01/2021.

Motion Result: Passed by Simple Majority

9. EXPENDITURE LIMITS AND OTHER RESTRICTED MATTERS

- 9.1 That the restriction on the Strata Committee pursuant to Section 102 of the Act, limiting them from spending more than 10% over any single budget item be removed.

Motion Result: Passed by Simple Majority

- 9.2 That pursuant to Section 102 of the Act, the Strata Committee be restricted to spending not greater than 10% above the amount determined for the total of budget expenditure.

Motion Result: Passed by Simple Majority

- 9.3 That there be no additional restrictions placed on the Strata Committee other than those currently imposed by Section 36 (3) of the Act.

Motion Result: Passed by Simple Majority

10. ENGAGEMENT OF CONTRACTORS

- 10.1 That the owners corporation acknowledges that the managing agent will not issue a Work Order or engage any contractors for the provision of any goods or services, unless they have complied with the minimum requirements set out in the table below.

Minimum requirements (as aligned to the recommended criteria as advised by Safe Work Australia)	<ul style="list-style-type: none">• Must be registered as a business for tax purposes in Australia• Must have a minimum \$10 million Public & Product Liability Insurance (in respect of each and every occurrence and unlimited in aggregate for any one period of cover)• Must have a minimum \$1 million Professional Indemnity Insurance (where applicable)• Must have Statutory Workers Compensation Insurance for all employees or Personal and Accident Insurance as a Sole Trader• Must hold all licences as relevant to services provided• Must have an established Quality Management system (Consultants only)• Must have an established Health & Safety Management system• Must accept PICA Group Terms and Conditions of engagement and Business Code of Conduct.
Definitions:	<ul style="list-style-type: none">• Contractor: means a person or organisation that is engaged, on a temporary basis, to undertake a particular task and includes consultants who provide recommendations and/or specialist professional advice.• Work Order: means a written order providing specific or blanket authorisation to a contractor to proceed with the provision of specific goods or services without further instructions.

Motion Result: Passed by Simple Majority

11. ACCOUNTING RECORDS AND BUDGET

- 11.1 That the financial statements including the statement of key financial information for the period ended **31/10/2021** be adopted.

Motion Result: Passed by Simple Majority

- 11.2 That estimated receipts and payments (budget) for the administrative fund and the capital works fund as attached to this agenda be adopted.

Motion Result: Passed by Simple Majority

12. CONTRIBUTIONS

- 12.1 That contributions to the administrative fund are estimated in accordance with Section 79(1) of the Act and determined in accordance with Section 81(1) of the Act at \$506,000.00 inc GST in instalments set out in the table below:

Admin Levy

Levy Status	Due date	Amount inc GST
Already Issued	01/11/2021	\$110,000.00
Already Issued	01/02/2022	\$110,000.00
To be Issued	01/05/2022	\$143,000.00
To be Issued	01/08/2022	\$143,000.00
Total		\$506,000.00

Gas Levy

Levy Status	Due date	Amount inc GST
Already Issued	01/11/2021	\$15,777.58
Already Issued	01/02/2022	\$15,777.58
To be Issued	01/05/2022	\$15,777.58
To be Issued	01/08/2022	\$15,777.58
Total		\$63,100.00

Motion Result: Passed by Simple Majority

- 12.2 That contributions to the capital works fund are estimated in accordance with Section 79(2) of the Act and determined in accordance with Section 81(1) of the Act at \$301,726.74 inc GST in instalments set out in the table below:

Capital Works Levy

Levy Status	Due date	Amount inc. GST
Already Issued	01/11/2021	\$79,696.43
Already Issued	01/02/2022	\$79,696.43
To be Issued	01/05/2022	\$71,166.94
To be Issued	01/08/2022	\$71,166.94
Total		\$301,726.74

Motion Result: Passed by Simple Majority

- 12.3 That the administrative fund and capital works fund contributions be continued at quarterly intervals until further determined:

Administrative Fund Interim Periods

Levy Status	Due date	Amount excl. GST
To be Issued	01/11/2022	\$126,500.00
Total		\$126,500.00

Gas Levy Fund Interim Periods

Levy Status	Due date	Amount excl. GST
To be Issued	01/11/2022	\$15,775.08
Total		\$15,775.08

Capital Works Fund Interim Periods

Levy Status	Due date	Amount excl. GST
To be Issued	01/11/2022	\$75,431.69
Total		\$75,431.68

Motion Result: Passed by Simple Majority

13. LEVY COLLECTION PROCEDURES

13.1 That the Owners – Strata Plan 55170, for the purpose of collecting levy contributions, interest and recovery costs thereon and pursuant to the Act (including section 103 of the Act), authorise the strata managing agent and/or the strata committee to do any of the following:

- a. Levy Recovery Step 1: issue a reminder levy notice 35 days after the levy due date;
- b. Levy Recovery Step 2: issue 1st levy recovery letter 60 days after the levy due date;
- c. Levy Recovery Step 3: issue 2nd levy recovery letter 75 days after the levy due date;
- d. Levy Recovery Step 4: 106 days after the original date the levy was due, and where the debt is in excess of \$2,000.00, or another amount determined by the strata committee, appoint the services of a debt collection agency, obtain legal advice and/or retain legal representation of solicitors, barristers and/or experts on behalf of The Owners – Plan No 55170 to issue a letter of demand and/or to commence, pursue, continue or defend any court, tribunal or any other proceedings against any lot owner, mortgagee in possession and/or former lot owner in relation to all matters arising out of the recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs;
- e. Enforce any judgment obtained in the collection of levy contributions including commencing and maintaining bankruptcy or winding up proceedings,
- f. Filing an appeal or defending an appeal against any judgment concerning the collection of levy contributions; and
- g. Liaise, instruct and prepare all matters with the owners corporations debt collection agents, lawyers and/or experts in relation to any levy recovery proceedings.

Motion Result: Passed by Simple Majority

13.2 That the Owners – Strata Plan 55170, delegate and authorise the functions to the **strata committee** to make changes to the above debt recovery process on behalf of the owners corporation from time-to-time as they see fit.

Motion Result: Passed by Simple Majority

13.3 That the Owners – Strata Plan 55170, for the purpose of collecting levy contributions, interest and recovery costs thereon and pursuant to the Act (including section 103 of the Act), authorise the strata committee to approve payment plans generally or for specific lot owners.

Motion Result: Passed by Simple Majority

14. INTERNAL LIGHTING

That the Owners Corporation retrospective approval to install LED light fittings in the common hallways.

Motion Result: Passed by Simple Majority

15. UPGRADES TO DIRECTORY SIGN

That the Owners Corporation retrospectively approves the upgrades to the directory sign located at the front of the complex.

Motion Result: Passed by Simple Majority

16. CARPET REPLACEMENT

That the Owners Corporation accepts quote dated 02 March 2022 received from John Coote Carpets in the amount of \$2,000.00 inc GST for the replacement of the carpet in the building managers office, repairs to fraying carpet to ground floor entry mats block 96-99, and replacement of a section of carpet on level 2 in block 70-87.

Motion Result: Passed by Simple Majority

17 ALTERATIONS TO PATHWAY BETWEEN THE POOL AND UNITS 96-103

That the Owners Corporation accepts quote dated 09 May 2020 received from Flatline Paving in the amount of \$2,213.20 inc GST for the removal of steps from the pathway located between the pool and unit 96 to 103.

Motion Result: Passed by Simple Majority

18 POOLSIDE GARDEN UPGRADES

That the Owners Corporation accepts quote dated 14 August 2020 received from Flatline Paving in the amount of \$11,119.55 inc GST to upgrade the poolside garden area.

Motion Result: Motion CARRIED.

19. VOTING BY ELECTRONIC MEANS

- 19.1 That pursuant to Regulation 14 (1) (a) and Regulation 14 (1) (b) of the *Strata Schemes Management Regulation 2016 (NSW)*, the owners corporation approve the adoption of voting partly by electronic pre-meeting voting, whilst also allowing the adoption of voting by teleconference or video conference while participating from a remote location, for the next general meeting of the owners corporation.

Motion Result: Passed by Simple Majority

20. STRATA COMMITTEE NOMINATIONS

- 20.1 That nominations for election to the strata committee be received, declared and recorded. Nominations received prior to the issuing of this notice are noted below under "Election of Committee".

Kirsten Atkinson

Marrk Israel

Sandra Garcia Stevens

Maria Julie Huang

Macris Lyndall Macris

Li Siu Li

Motion Result: Passed by Simple Majority

- 20.2 That candidates for election to the strata committee disclose any connections with the original owner (developer) or building manager in accordance with the Act.

Motion Result: Passed by Simple Majority

- 20.3 That the number of members of the strata committee be determined.

Motion Result: Passed by Simple Majority

21. STRATA COMMITTEE ELECTION

Kirsten Atkinson, Mark Israel, Sandra Judith Garcia Stevens & Gustavo Carlo Arispe Muelle, Maria Julie Huang, Macris Lyndall Macris, Li Siu Li have been elected to the committee.

Closure

There being no further business the Chairperson declared the meeting closed at 07:43 PM.

Strata Company Professional Standards Disclosure

Liability limited by a scheme approved under Professional Standards Legislation.

**MINUTES OF A STRATA COMMITTEE MEETING
THE OWNERS – STRATA PLAN NO. 55170**

**ADDRESS OF THE STRATA SCHEME: Marsfield Gardens
94-116 Culloden Rd MARSFIELD**

DATE, PLACE & TIME OF MEETING: The Strata Committee of The Owners - Strata Plan No. **55170** held a meeting immediately following the Annual General Meeting of the Owners Corporation on **Thursday, 31 March**. Meeting commenced at **08:00 PM**.

REPRESENTED: Sandra Garcia Stevens
Maria Julie Huang
Kirsten Atkinson
Li Siu Li (non-financial)
Lyndall Macris
Mark Israel

IN ATTENDANCE: Tiffany Burn - Dynamic Property Service

CHAIRPERSON: Tiffany Burn (Under delegation)

1. DISCLOSURE OF PECUNIARY INTERESTS

Motions

- 1.1. The Strata Committee Members confirmed that no pecuniary interests were held or declared.

Passed by Simple Majority

2. MINUTES

Motions

- 2.1. That the minutes of the last Strata Committee meeting, held on **10/02/2022**, be confirmed as a true record and account of the proceedings at that meeting.

Passed by Simple Majority

3. OFFICE BEARERS

Motions

- 3.1. That the chairperson, secretary and treasurer of the Strata Committee be appointed.

Chairperson: L Macris
Secretary: L Macris
Treasurer: M Isreal

Passed by Simple Majority

4. REPRESENTATIVE AND SUBSTITUTE REPRESENTATIVE

Motions

- 4.1. That Mark Isreal of the Committee be nominated to liaise with the managing agent and be the scheme's contact point.
- 4.2. That Lyndall Macris the Committee be nominated to liaise with the managing agent as the scheme's substitute contact point.

Passed by Simple Majority

CLOSURE: There being no further business, the chairperson declared the meeting closed at 08:01 PM.

**MINUTES OF THE STRATA COMMITTEE MEETING
STRATA PLAN 55170
MARSFIELD GARDENS | 94-116 CULLODEN ROAD, MARSFIELD**

DATE, PLACE & TIME OF MEETING: The Strata Committee of The Owners - Strata Plan No. 55170 held a meeting electronically by video/teleconference on **Thursday, 9 June 2022**. The meeting commenced at **6.30 pm**

PRESENT: Lyndall Macris, Virginia Li, Sandra Garcia Stevens, Maria Huang
Mark Israel & Kirsten Atkinson.

IN ATTENDANCE: Chad Green (Professional Building Management)
Tiffany Burn (Dynamic Property Services)

CHAIRPERSON: Tiffany Burn (by invitation)

1. DISCLOSURE OF PECUNIARY INTERESTS:

The Strata Committee Members confirmed that no pecuniary interests were held or declared.

2. ACTING MEMBER & STRATA COMMITTEE VACANCY:

There were no acting members for the purpose of this meeting.

3. MINUTES:

Resolved that the minutes of the last Strata Committee meeting, held on 31 March 2022, be confirmed as a true record and account of the proceedings at that meeting.

4. FINANCIALS:

4.1 **Resolved** that the financial statement as presented by the Strata Manager dated 31 May 2022 be adopted.

4.2 **Resolved** that the current aged arrears report be tabled, and no further action was determined.

5. SITE MANAGEMENT:

5.1 **Resolved** that the Strata Committee received updates in relation to the following outstanding items and determine any further action:

5.1.1 Retaining wall landscaping options: The Strata Committee agreed to mulch and plant several citrus trees between the fence and the retaining wall. It was agreed to obtain quotes for the full project including the ground swale.

The BM was instructed to liaise with Divine Missionaries regarding runoff which is also impacting the main electrical room.

5.1.2 Outstanding AFSS defect repairs: should be finalised next week

5.1.3 Basketball court clean & repaint: The Strata Committee agreed to obtain revised quotes for the resurfacing of the basketball court & Tennis Court.

It was also noted that moss has started regrowing in the tennis court after being treated earlier this year. The BM was instructed to request that the

contractor return to site to assess and to develop a maintenance plan.

- 5.1.4 Resurfacing of loading bay / entry driveway: The Strata Committee confirmed receipt of the Triaxial Consulting scope of works and agreed to provide their feedback on the report by Wednesday 15th June 2022. The BM will then provide further information from Triaxial Consulting before proceeding to tender.
- 5.1.5 Paving repairs: It was noted that the approved paving works have commenced, and the Strata Committee accepted quote no. QU0055 dated 24 May 2022 received from Flatline Paving in the amount of \$3,019.50 inc GST for the purchase of additional pavers.
- 5.1.6 Access Audit: It was noted that the access audit will commence in July 2022.
- 5.1.7 Pool facility upgrade: The BM noted that the scope of works is still being prepared and the Strata Committee was asked to provide their wish list for the facility upgrade by Wednesday 15th June 2022 for the BM to obtain quotes.
- 5.1.8 Washroom upgrade: Lyndall Macris provided a scope of works for the bathroom update and the Strata Committee agreed to provide instructions by Wednesday 15th June 2022.
- 5.1.9 D&S Maintenance performance: It was noted there has been no improvement to D&S Maintenance's performance and the scope of work is not being fulfilled.

The Strata Committee agreed to review and amend the current scope of works and go to tender for cleaning and gardening.

- 5.1.10 Hand sanitisers: The BM confirmed that the new devices were installed on the 9th June 2022.
- 5.1.11 Courtyard inspections: It was noted that the courtyard inspections will be undertaken in July 2022
- 5.1.12 Roof repairs (including TH6 & 39): The roof above TH6 has been inspected and no repairs are required.

It was recommended that a temporary access hatch be installed in the ceiling of TH 39 to investigate where the water ingress is coming from.

It was agreed to undertake a further inspection of the roof in the first instance.

- 5.2 **Resolved** that the Building Manager's report for the period ending May 2022 be tabled and the follow items were noted:

- 5.2.1 The Strata Committee agreed to proceed with the water jetting of the female toilets.
- 5.2.2 The Strata Committee agreed to proceed with the burst pipe repairs in unit 92 including removing and reinstating the flooring.
- 5.2.3 The Strata Committee agreed to undertake further investigation to identify the cause of the sewer overflow in block 80-91.

- 5.3 **Resolved** that the Strata Committee tabled the following quotations, and ratify the

determination of the same:

- 5.3.1 Quote dated 05 April 2022 from JS Mueller & Co Lawyers to draft the by-law amendments and answer Strata Committee's questions for a total cost of \$4,000.00 + GST – **Approved**
- 5.3.2 Quote no. 1493 dated 15 March 2022 from JP Electrical Services to replace Garage UPS backups for a total cost of \$2,350.00 + GST – **Approved**
- 5.3.3 Quote no. 1475 dated 26 February 2022 from JP Electrical Serviced to supply and install a new garage UPS to garage 1 for a total cost of \$648.00 + GST – **Approved**
- 5.3.4 Quote no. MAR-118 dated 13 March 2022 from JP Electrical Services to install a back up generator for the total cost of \$4,985.00 + GST – **Approved**
- 5.3.5 Quote dated 26 April 2022 from Peter Menassa construction & Maintenance to install a fence around the generator for a total cost of \$2,750.00 + GST – **Approved**
- 5.3.6 Quote from Quorum for ProKey 2 Button Remote fitted with iClass tag - \$43.50 ex. gst per remote, \$870 ex gst for the total of 20 remotes. – **Approved**
- 5.4 **Resolved** that the Strata Committee consider and determine the following quotations:
 - 5.4.1 Quote Q001000 from Forward Plumbing for clearance of sewer blockage for \$1,350.00 + GST – **Approved**
 - 5.4.2 Quote Q000985 from Forward Plumbing for replacement of G5 hot & cold-water gate valves for \$4,350.00 + GST – **Defeated**
 - 5.4.3 Quote 42464 from Neverstop Water for replacement of G5 hot & cold-water gate valves for \$3,225.00 + GST – **Approved**
 - 5.4.4 Quote dated 22 March 2022 from Renzo Tonin & Associates for Acoustic Engineering services for a total cost of \$855.00 + GST – **Approved**
 - 5.4.5 Quote dated 7 March 2022 from Acoustic Logic for Acoustic Engineering services for a total cost of \$3,000.00 + GST – **Defeated**
 - 5.4.6 Quote for two Caroma Luna for \$488 (inc gst) each from Bunnings to replace broken toilet suit in ladies washroom and secure same model for mens washroom – **Approved**
 - 5.4.7 Quote no. Mar0130 received from JP Electrical Services to carry out the installation of hot water circuit runs in the amount of \$2,350.00 + GST – **Approved**

6. APPLICATION:

- 6.1 **Deferred** that the Strata Committee received an update on the following outstanding applications:
 - 6.1.1 Lot 4 –Townhouse 5 - **deferred**
 - 6.1.2 Lot 10 – Townhouse 11 - **deferred**
 - 6.1.3 Lot 63 – Unit 65 - **deferred**
 - 6.1.4 Lot 90 – Unit 92 - **deferred**

6.1.5 Lot 129 – Townhouse 133 - **deferred**

6.2 **Resolved** that the Strata Committee consider and determine new applications:

6.2.1 Lot 123 - Unit 127 | Pet Application 2 x Guinea Pig – **Approved**

6.2.2 Lot 23 – Unit 26 | Pet Application Dog – **Approved**

6.2.3 Lot 107 – Unit 109 | Installation of hard flooring – **Approved**

6.2.4 Lot 66 – Unit 68 | Bathroom renovations – **Deferred**
It was noted that the renovation application was incomplete.

6.2.5 Lot 127 – TH 131 | Kitchen renovations and installation of hard flooring – **Approved**

6.2.6 Lot 10 – TH 9 | Air-Conditioning installation – **Approved**

6.2.7 Lot 128 – TH132 – installation of screen door at front door – **Under Review**

7. GENERAL BUSINESS:

7.1 **Resolved** that items general business requiring the Strata Committee's attention be tabled.

7.1.1 Mould removal

The Strata Committee confirmed that mould removal is the responsibility of the residents/lot owner unless it is caused by a common property defect.

7.1.2 Strata Committee Code of Conduct

The Strata Manager reminded the members to sign and return the code of conduct.

7.1.3 By-law review

The Strata Committee confirmed receipt of the amended by-laws from JS Mueller and agreed to review and provide feedback by 31 July 2022.

7.1.4 Building Management Proposals

The Strata Committee agreed to renew Professional Building Management contract for 12 months.

7.1.5 Blocked drainage

The SM was instructed to issue a letter to all residents reminders to all residents regarding not flushing sanitary items down toilets or fats down drains etc.

8. BY-LAW BREACHES & NOTICES TO COMPLY:

8.1 That any current or unresolved breach of by-laws be tabled for review, and further action determined.

8.2 That having considered and verified reported breaches, the committee ratifies issue of the following notices to comply.

8.2.1 **TH 1 – parking**

8.2.2 **Unit 68 – parking**

8.2.3 **Unit 53 – parking**

8.3 Update on parking patrols.

8.3.1 BM to conduct more patrols

9. NEXT MEETING:

- 9.1 **Resolved** that the next Strata Committee Meeting will be held on the 29 September 2022.
- 9.2 **Resolved** that pursuant to Regulation 14 (1)(a) of the *Strata Schemes Management Regulation 2016 (NSW)*, the Strata Committee determine the format and method in which the next Strata Committee/General meeting will be held including (but not limited to) other means of electronic voting (tele/video conference) or as directed by the secretary.

CLOSURE: There being no further business, the chairperson declared the meeting closed at 10.05 pm.

14 March 2022

ANNUAL GENERAL MEETING

THE OWNERS - STRATA PLAN NO {CTS|no}
MARSFIELD GARDENS
94-116 CULLODEN RD, MARSFIELD, NSW, 2122





Dear Owner,

Please find enclosed your notice, agenda, voting paper and associated supporting documents for the upcoming general meeting for Strata Plan 55170.

The Meeting is scheduled to be held as follows:

DATE:	Thursday 31 March 2022
COMMENCEMENT:	6:00 PM
LOCATION:	Video Conference: https://meet.dynamicproperty.com.au/345018529

The attached document contains:

-  **Notice of Meeting:** Which details the date, time and location of the meeting.
-  **Agenda:** List of items for consideration at the meeting.
-  **Instructions:** Including attendance, meeting procedures and voting rights.
-  **Attachments:** Supporting documents and forms for voting and updating of your details.

We ask that you read the information carefully as the matters to be considered will impact the running of your scheme and sets out your rights and responsibilities in respect of the meeting.

We encourage you to attend the meeting, however we understand that you may not be able to attend yourself. If you are not able to attend, we have provided the required proxy form to enable you to ensure that votes are recorded for your lot(s). Instructions are also included to assist you with submitting valid proxy forms.

Please also consider registering your email address using the attached form to receive agendas and minutes of meetings, and other notices via email.

If you require any further information or assistance in relation to the meeting, you are welcome to contact our office.

Regards
Tiffany Burn
Licensed Strata Managing Agent
Liability limited by a scheme approved under Professional Standards Legislation.

NOTICE OF ANNUAL GENERAL MEETING

THE OWNERS - STRATA PLAN NO 55170
Marsfield Gardens
94-116 Culloden Rd, MARSFIELD, NSW, 2122



Date & Time: The meeting is scheduled to commence at 6:00 PM on Thursday 31 March 2022.
Please arrive on time.



Location: The meeting will be held at Video Conference:
<https://meet.dynamicproperty.com.au/345018529>.



Video Conference: Not selected for this meeting



Phone Dial In: 1800 517 309 (Microsoft Teams - Toll Free Number)
Enter Meeting ID: 345 018 529#

Important Notice – COVID 19

To provide the safest possible environment for face-to-face meetings for our staff and customers, we kindly ask that you refrain from attending meetings in person should any of the following apply to you:

- Showing COVID-19 symptoms such as fever, cough, sore throat or shortness of breath. For more information on identifying symptoms of COVID-19, go to www.health.gov.au/resources/publications/coronavirus-covid-19-identifying-the-symptoms, or
- Have been in contact with someone that is confirmed to have COVID-19, or
- Have visited a hot spot in the last 14 days or reside in a COVID-19 declared area.

In this event, please contact your strata manager to discuss what other options are available to you to vote.

Please note that in arranging the venue for face-to-face meetings, we take all possible steps to ensure that the meeting room has sufficient capacity for the meeting to be held. In the unavoidable circumstance that there are more attendees than the number permitted, a face-to-face meeting would need be adjourned to ensure the safety of all attendees. Before adjourning, the owners may agree for non-voting attendees to remove themselves from the meeting if this means that the meeting can then proceed safely.

AGENDA

Preliminaries

COVID-19:

That all in-person attendees (if any) confirm they:

- Do not have any symptoms (even minor) such as fever, cough, sore throat or shortness of breath.
- Do not have a temperature;
- Have not been in contact with anyone that is confirmed to have COVID-19; or
- Have not visited a hot spot in the last 14 days or reside in a COVID-19 declared area.

CHAIRPERSON FOR THE MEETING:

That the meeting elect a chairperson.

CALLING OF THE ROLL:

Those Present; Present by Proxy; Voting rights; Those in Attendance; Apologies.

Motions

1. MINUTES

Motions

- 1.1. That the minutes of the last general meeting of the Owners Corporation, held on 07/12/2020, be confirmed as a true record of the proceedings of that meeting.

Explanatory Note

Clause 8 (1) (a) of Schedule 1 to the Act requires that any general meeting of a strata scheme include a form of a motion to confirm the minutes of the last general meeting.

2. COMPLIANCE MEASURES

Motions

2.1. (Annual Fire Safety Statement)

That the Owners Corporation consider the current Annual Fire Safety Statement and determine any action required.

- 2.2. That the Owners Corporation resolves that the strata manager is to engage an accredited practitioner (fire safety) who is accredited in Fire Safety Assessment and appropriately qualified to undertake assessment of each fire safety measure to:

- a. ensure all fire safety measures are maintained in accordance with the *Environmental Planning and Assessment Regulation*; and,
- b. declare that each fire safety measure has been assessed by an appropriately qualified accredited practitioner (fire safety); and,
- c. issue the fire safety statement accordingly.

- 2.3. That the Owners Corporation authorise the managing agent, building manager or strata committee to sign such documents as may be necessary in relation to the lodgement of the next Annual Fire Safety Statement. If required, this authority includes the managing agent affixing the common seal of the Owners Corporation in accordance with the Act.

Explanatory Note

Pursuant to the Act, the Owners Corporation is required to consider the matter of an annual fire statement and arrangements (AFSS) for obtaining the next fire safety statement. In accordance with the Environmental Planning and Assessment Regulation, an AFSS is required for all buildings that have statutory fire safety measures in place (e.g. fire doors, exit signs, smoke alarms, fire hydrant systems). The AFSS is to be provided to the local council and Commissioner of Fire and Rescue NSW. Failure to provide an AFSS may result in fines and/ or legal action. Failure to provide an AFSS will also need to be reported to the insurer of the building.

Note - All Essential Fire Safety Measures are required to be maintained by the Owners Corporation in accordance with the Environmental Planning and Assessment Regulation.

2.4. (Window safety devices reinspection)

That the Owners – Strata Plan No 55170, resolve to undertake an inspection of all window safety devices previously installed to windows within the strata scheme to ensure the Owners Corporation comply with their obligations pursuant to Section 118 of the *Strata Schemes Management Act 2015* and Regulation 30 of the *Strata Schemes Management Regulation 2016* and that the appointment of an appropriately qualified third party to undertake this inspection be delegated to the strata committee.

- 2.5. That following the inspection of window safety devices the Owners – Strata Plan No 55170, authorize the strata committee to make arrangements for the installation, maintenance or repair of any required window safety devices within the strata scheme to ensure the Owners Corporation comply with their obligations pursuant to Section 118 of the *Strata Schemes Management Act 2015* and Regulation 30 of the *Strata Schemes Management Regulation 2016*.

Explanatory Note

To prevent children falling from windows, strata schemes containing residential lots in NSW must be fitted with compliant devices that enable their windows to be locked at 12.5cm when the devices are engaged. Owners corporations must have devices installed on all common property windows above the ground floor (where a window is 2 meters above the ground floor outside, and/or less than 1.7 meters above the inside floor surface) by 13 March 2018. The Act places a strict obligation on the owners corporation to maintain the common property inclusive of such devices. Therefore, it is appropriate for the owners corporation to consider the frequency within which they wish to inspect, maintain, and certify such devices. A failure to observe the strict obligation to repair and maintain the common property can result in the owners corporation being sued for damages by a lot owner if the failure to repair can be shown to have resulted in a foreseeable loss suffered by the owner, see section 106 (5) of the Act.

2.6. **(Safety Audit Report)**

That the owners corporation review the safety audit report prepared by Leary & Partners on 28/01/2021 and what actions have been taken to date and those yet to be undertaken and an updated report be obtained.

Explanatory Note

The conduct of a Safety Audit report is to ensure that the strata scheme meets its obligations under Work Health and Safety legislation.

2.7. **(Other compliance measures)**

That the owners corporation consider any additional compliance matters for the scheme and determine any appropriate action (if required).

Explanatory Note

The compliance measures noted in the previous motions are common requirements for landowners and residential buildings such as strata plans. The different design and construction of buildings may result in the common property having items that also need to be checked and maintained to ensure they are in appropriate working order or condition. These additional items may include, for example, anchor points, cooling towers etc. Such items should be noted, and appropriate measures put in place to ensure they are compliant with any required standard and that they are being properly maintained.

3. UTILITIES AGREEMENTS

Motions

- 3.1. That the owners corporation consider the supply agreements that they have in place for utilities and determine any action required.

Explanatory Note

Pursuant to Clause 6 (e) of Schedule 1 to the Act, at each AGM, the owners corporation is required to consider any supply agreements that they have for utilities – electricity, gas etc.

Your current utility agreements, for the common property, are as follows:

Electricity:

- Supplier: Simply Energy
- Contract length: Ongoing
- Annual amount: (refer to the financial statement)
- Renewal/expiry date: Ongoing

Gas:

- Supplier: Origin Energy LPG
- Contract length: Ongoing
- Annual amount: (refer to the financial statement)
- Renewal/expiry date: Ongoing

Water:

- Supplier: Sydney Water
- Contract length: Ongoing
- Annual amount: (refer to the financial statement)
- Renewal/expiry date: Ongoing

Internet:

- Supplier: iiNet Ltd
- Contract length: Ongoing
- Annual amount: (refer to the financial statement)
- Renewal/expiry date: Ongoing

Telephone:

- Supplier: Telstra
- Contract length: Ongoing
- Annual amount: (refer to the financial statement)
- Renewal/expiry date: Ongoing

Copies of the above agreements that are on the owners corporations books and records are available, upon written request, from your strata manager or via the on-line portal where applicable.

- 3.2. That the Owners Corporation instruct the Managing Agent to:
- i. engage a broker or other type of specialist if required;
 - ii. disclose data and information of the Owners Corporation related to the utility if required; and,
 - iii. sign a letter of authority to authorise the broker to acquire and provide quotes.

Explanatory Note

As a result of its consideration of the previous motion, if the Owners Corporation determine that it is appropriate to investigate new supply agreements, then the above motion provides the relevant authorisation. Brokers are commonly used to find and secure competitive rates for the supply of utilities within the industry. For a complicated utility arrangement such as an Embedded Network, an external specialist may be required to provide an assessment for which an additional cost may be applicable. Authorising the Managing Agent to share the schemes information and data regarding the utility and scheme is important to ensure the scheme receives a meaningful assessment of the costs involved. Information may include the supply address, ABN, NMI / MIRN, previous utility statements, building size etc. A broker may require a letter of authority to receive the schemes interval data and to approach retailers on behalf of the Owners Corporation. Additional work by the Managing Agent may incur an additional cost at the normal hourly rate noted in the agency agreement.

- 3.3. That the Owners Corporation appoint the Chairperson to approve entry by the Owners Corporation into an utility agreement of up to 3 years provided that, in the opinion of the Chairperson, it is more financially beneficial for the Owners Corporation than its current arrangements, and is otherwise on terms that are broadly consistent with those available in the market, and further the Owners Corporation authorise the managing agent to enter into an utility agreement behalf of the Owners Corporation as instructed by the Chairperson.

Explanatory Note

Most large market electricity contracts are valid for 2-4 business days due to constraints in the energy industry. Other utility agreements may also be timebound due to volatility in the industry. This motion authorises the Chairperson to approve entry into an energy contract on behalf of the Owners Corporation once a tender analysis or assessment has been provided. The legislation provides that normal utility agreements can only be for a maximum period of 3 years.

4. INSURANCES

Motions

4.1. That the owners corporation confirm that the following insurance policies are currently in place:

Current Insurance Details

Policy Number	Underwriter	Current To	Risk Type	Coverage Amount
HU0023029	CHU Underwriting Agencies Pty Ltd	31 May 2022	Building	\$64,300,000.00
			Loss of Rent/Temporary Accommodation	\$9,645,000.00
			Common Area Contents	\$643,000.00
			Legal Liability	\$50,000,000.00
			Fidelity Guarantee	\$250,000.00
			Office Bearers Liability	\$20,000,000.00
			Voluntary Workers	\$300,000.00 \$3,000.00
			Catastrophe Cover	\$19,290,000.00
			Extended cover - Rent/Temp Accommodation	\$2,893,500.00
			Escalation in Cost of Temp Accommodation	\$964,500.00
			Cost of storage & evacuation	\$964,500.00
			Government Audit Costs	\$25,000.00
			Appeal Expenses - common property health & safety	\$100,000.00
			Legal Defence Expenses	\$50,000.00
			Lot Owner's Fixtures & Improvements (per lot)	\$250,000.00
			Flood	Included
Machinery Breakdown	\$10,000.00			
TOTAL PREMIUM: \$65,858.79				

Date on which the premiums were last paid: **28/05/2021**

- 4.2. That the insurances of the owners corporation be extended to include any additional optional insurances not covered in the above table.
- 4.3. That the owners corporation confirm that it does NOT employ workers with total annual wages exceeding \$7,500.00 and therefore will not require workers compensation insurance for the coming year.
- 4.4. That the owners corporation acknowledges their obligation to provide/disclose to the insurer, either upon renewal or throughout the period of the policy, any item requiring disclosure under the policy including a Work, Health and Safety report, defects report and the like.
- 4.5. That the owners corporation authorise the managing agent to renew insurances in accordance with the insurer or insurance broker's recommendation in circumstances where alternate instructions are not received from the strata committee prior to the renewal date.

Explanatory Note

Part 1 provides for the existing insurances to be confirmed.

Part 2 provides for additional insurances.

Part 3 confirms or otherwise a need to have in place workers compensation insurance. Section 164 (1) (a) of the Act notes that certain strata schemes may be required to have in place workers compensation insurance.

Part 4 provides to cover the authorisation of the managing agent to disclose information to the insurer that may affect the coverage of the insurance policy, is a necessary measure to ensure the scheme is appropriately covered in the circumstances where the scheme may have a claim for an insurable event. A claim may be denied if it were ascertained that certain information relevant to the appropriate policy provision was not disclosed.

Part 5 provides authority to ensure that the owners corporations insurances are maintained in the absence of alternate instructions in line with an insurer's or broker's recommendations.

A full copy of the current insurance policies is available upon request through your strata manager.

5. COMMISSIONS AND TRAINING SERVICES

Motions

- 5.1. That the owners corporation note a report by the managing agent, in the agenda explanatory note, in regards to the commissions that have been paid and training services received in the last year and those commissions likely to be paid and training services provided to the managing agent in the coming year.

Reporting details:

Commissions and Training Services Report for the last 12 months

Commissions received that have been paid to the managing agent in the last 12 months are as follows:

- Insurance commissions: \$7,329.85;
- CommunitySure Management fees to parent entity (PICA Group)*¹: \$1,394.76
- PICA Group may have received a referral fee from Bulk Energy, Energy Action, E Utility and/or Savant Energy Advisory on the sale and provision of electricity and/or gas if the scheme has successfully engaged a broker for electricity and/or gas services. Commissions for Commercial & Industrial: 30% to 33.33% of the commission the broker receives from the retailer, for Small Market Enterprises or Residential: \$25 to \$150 per energy agreement.

Training services received/provided to the strata managing agent by external service providers in the last 12 months:

- legal service providers including Chambers Russell Lawyers, Grace Lawyers, Clarke Kann Lawyers, Bannermans Lawyers, Kerin Benson Lawyers and JS Mueller & Co
- insurance service providers CHU Underwriting Agencies Pty Ltd, BAC Insurance Brokers and BCB Strata Insurance Brokers (Body Corporate Brokers Pty Ltd)

Training services received from external service providers are estimated to be in excess of 10 hours per year per manager. The value of which is estimated at \$250 in total.

Estimated Commissions and Training Services Report for the next 12 months

Estimated Commissions likely to be paid to the managing agent in the next 12 months are as follows:

- Insurance commissions: \$8,062.83;
- CommunitySure Management fees to parent entity (PICA Group)*¹: \$1,394.76
- PICA Group may receive a referral fee from Bulk Energy, Energy Action, E Utility and/or Savant Energy Advisory on the sale and provision of electricity and/or gas if the scheme successfully engages a broker for electricity and/or gas services. Commissions for Commercial & Industrial: 30% to 33.33% of the commission the broker receives from the retailer, for Small Market Enterprises or Residential: \$25 to \$150 per energy agreement.

Training services likely to be received/provided to the managing agent by external service providers in the next 12 months are as follows:

- legal service providers including but not limited to Chambers Russell Lawyers, Grace Lawyers, Clarke Kann Lawyers, Bannermans Lawyers, Kerin Benson Lawyers and JS Mueller & Co.
- insurance service providers CHU Underwriting Agencies Pty Ltd and BCB Strata Insurance Brokers (Body Corporate Brokers Pty Ltd)

We estimate the training services received from external service providers will be in excess of 10 hours per year per manager. The value of which is estimated at \$250 in total.

*¹ Please refer to the Additional Notes at the end of the agenda for additional information about insurance disclosures about the CommunitySure product.

Explanatory Note

Pursuant to Section 60 and Clause 9 (g) of Schedule 1 to the Act a form of motion must be included in the AGM to disclose commissions paid to the managing agent and those commissions likely to be payable to the managing agent in the next 12 months.

6. VALUATION

Motions

- 6.1. That the owners corporation obtain a replacement cost estimate (valuation) for insurance purposes.

- 6.2. That the managing agent be authorised to adjust the building sum insured in line with the insurance valuation upon receipt.

Explanatory Note

The Strata Schemes Management Act 2015 and the Strata Schemes Management Regulation 2016 (see regulation 39) requires that the minimum amount for which a building is to be insured is to be calculated to take into account cost changes over a period of 24 months – a period that represents the possible time it may take to re-build in the event of a total destruction of a building. We recommend that all owners corporations undertake a replacement cost valuation by a registered valuer to ensure that the building(s) is properly insured in accordance with this legislation. The managing agent also suggests that it is prudent to have a valuation undertaken every 2 or 3 years. The last valuation was undertaken on 31/5/21.

7. AUDITOR

Motions

- 7.1. That an auditor be appointed and that auditor be Thomas Davis & Co.

Explanatory Note

Section 95 of the Act makes it compulsory for large strata schemes (more than 100 Lots) and for schemes with an annual budget of more than \$250,000 to have their financial accounts audited before presentation at the AGM.

Regulation 21 defines the term annual budget to include any income the owners corporation receives from any other source (i.e. other than levies) as well as other amounts held by the owners corporation (e.g. capital works and other reserves) for its use.

8. CAPITAL WORKS FUND PLAN

Motions

- 8.1. That the owners corporation confirms receipt of the capital works analysis prepared by Leary & Partners on 28/01/2021.

9. EXPENDITURE LIMITS AND OTHER RESTRICTED MATTERS

Motions

- 9.1. That the restriction on the Strata Committee pursuant to Section 102 of the Act, limiting them from spending more than 10% over any single budget item be removed.
- 9.2. That pursuant to Section 102 of the Act, the Strata Committee be restricted to spending not greater than 10% above the amount determined for the total of budget expenditure.
- 9.3. That there be no additional restrictions placed on the Strata Committee other than those currently imposed by Section 36 (3) of the Act.

Explanatory Note

Section 36 (3) of the Act and Clause 6 (a) of Schedule 1 to the Act require that the Owners Corporation decide if any matter or class of matter is to be determined in a general meeting rather than at a Strata Committee meeting.

The managing agent suggests that at the AGM no changes be made to the prescribed powers of the Strata Committee except that the Strata Committee not be limited from spending more than 10% over any single budget item, but rather provide some flexibility and make the restriction apply to the whole budget. Not to provide this flexibility may require significantly more general meetings and may lead to less timely decision making and additional significant administrative costs.

10. ENGAGEMENT OF CONTRACTORS

Motions

- 10.1. That the owners corporation acknowledges that the managing agent will not issue a Work Order or engage any contractors for the provision of any goods or services, unless they have complied with the minimum requirements set out in the table below.

Minimum requirements (as aligned to the recommended criteria as advised by Safe Work Australia)	<ul style="list-style-type: none">• Must be registered as a business for tax purposes in Australia• Must have a minimum \$10 million Public & Product Liability Insurance (in respect of each and every occurrence and unlimited in aggregate for any one period of cover)• Must have a minimum \$1 million Professional Indemnity Insurance (where applicable)• Must have Statutory Workers Compensation Insurance for all employees or Personal and Accident Insurance as a Sole Trader• Must hold all licences as relevant to services provided• Must have an established Quality Management system (Consultants only)• Must have an established Health & Safety Management system• Must accept PICA Group Terms and Conditions of engagement and Business Code of Conduct.
Definitions:	<ul style="list-style-type: none">• Contractor: means a person or organisation that is engaged, on a temporary basis, to undertake a particular task and includes consultants who provide recommendations and/or specialist professional advice.• Work Order: means a written order providing specific or blanket authorisation to a contractor to proceed with the provision of specific goods or services without further instructions.

Explanatory Note

The owners corporation has a duty of care to ensure the safety of its owners, tenants, visitors, contractors and any members of the general public who access the common areas of their property. It is therefore essential that any contractors engaged to perform any services at the property assume the same obligations.

The risks involved in engaging contractors are significantly increased when they do not meet the minimum requirements noted in the table above. Any damage caused to property or persons resulting from any accidents or incidents caused by the contractor, places the owners corporation at risk.

As per the strata management agency agreement entered into by the managing agent and the owners corporation, the agent will continue to effect repairs and maintenance, as defined under that agreement, to the common property through the engagement of qualified tradespersons and or companies.

The owners corporation, through its committee, take full responsibility for the engagement and direction of contractors who have not achieved the minimum requirements and understand and acknowledge the associated risks.

The managing agent will take no responsibility for any consequences arising from the engagement of any contractors (including, but not limited to, verification of GST registration and tax liability of the contractors) and will not perform any services other than to provide the administration tasks in relation to the payment of invoices raised by those contractors.

11. ACCOUNTING RECORDS AND BUDGET

Motions

- 11.1. That the financial statements including the statement of key financial information for the period ended **31/10/2021** be adopted.
- 11.2. That estimated receipts and payments (budget) for the administrative fund and the capital works fund as attached to this agenda be adopted.

Explanatory Note

Any general consideration of the accounting records and projected estimates of receipts would seem prudent prior to the next motion that deals with a decision as to the size of the Administrative and Capital Works Funds. A copy of the current financial statements is attached to this notice. The scheme's financial statements are prepared to comply with provisions of the Strata Schemes Management Act 2015. Should you have any queries regarding the financial statements or the proposed budget, it is requested that you contact the strata manager prior to the meeting as it may not be possible to answer detailed queries at the meeting.

Section 85 (4) of the Act provides that an owners corporation may resolve that an individual lot owner or lot owners may pay 10 per cent less of a contribution levied provided it is paid before the date on which the levies become due and payable.

12. CONTRIBUTIONS

Motions

- 12.1. That contributions to the administrative fund are estimated in accordance with Section 79(1) of the Act and determined in accordance with Section 81(1) of the Act at \$506,000.00 plus GST in instalments set out in the table below:

Levy Status	Due date	Amount excl. GST
Already Issued	01/11/2021	\$125,777.17
Already Issued	01/02/2022	\$125,777.17
To be Issued	01/05/2022	\$127,222.83
To be Issued	01/08/2022	\$127,222.83
Total		\$506,000.00

- 12.2. That contributions to the capital works fund are estimated in accordance with Section 79(2) of the Act and determined in accordance with Section 81(1) of the Act at \$301,726.74 plus GST in instalments set out in the table below:

Levy Status	Due date	Amount excl. GST
Already Issued	01/11/2021	\$79,696.43
Already Issued	01/02/2022	\$79,696.43
To be Issued	01/05/2022	\$71,166.94
To be Issued	01/08/2022	\$71,166.94
Total		\$301,726.74

- 12.3. That the administrative fund and capital works fund contributions be continued at quarterly intervals until further determined:

Administrative Fund Interim Periods

Levy Status	Due date	Amount excl. GST
To be Issued	01/11/2022	\$126,500.00
Total		\$126,500.00

Capital Works Fund Interim Periods

Levy Status	Due date	Amount excl. GST
To be Issued	01/11/2022	\$75,431.69
Total		\$75,431.68

Explanatory Note

The Act requires that the owners corporation determine the level of contributions to be made to the administrative fund and capital works fund. The actual size of the levy for each member of the strata scheme is to be made in the same proportion that their unit entitlement bears to the total unit entitlement for the strata scheme.

13. LEVY COLLECTION PROCEDURES

Motions

- 13.1. That the Owners – Strata Plan 55170, for the purpose of collecting levy contributions, interest and recovery costs thereon and pursuant to the Act (including section 103 of the Act), authorise the strata managing agent and/or the strata committee to do any of the following:
- a. Levy Recovery Step 1: issue a reminder levy notice 35 days after the levy due date;
 - b. Levy Recovery Step 2: issue 1st levy recovery letter 60 days after the levy due date;
 - c. Levy Recovery Step 3: issue 2nd levy recovery letter 75 days after the levy due date;
 - d. Levy Recovery Step 4: 106 days after the original date the levy was due, and where the debt is in excess of \$2,000.00, or another amount determined by the strata committee, appoint the services of a debt collection agency, obtain legal advice and/or retain legal representation of solicitors, barristers and/or experts on behalf of The Owners – Plan No 55170 to issue a letter of demand and/or to commence, pursue, continue or defend any court, tribunal or any other proceedings against any lot owner, mortgagee in possession and/or former lot owner in relation to all matters arising out of the recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs;
 - e. Enforce any judgment obtained in the collection of levy contributions including commencing and maintaining bankruptcy or winding up proceedings,
 - f. Filing an appeal or defending an appeal against any judgment concerning the collection of levy contributions; and
 - g. Liaise, instruct and prepare all matters with the owners corporations debt collection agents, lawyers and/or experts in relation to any levy recovery proceedings.
- 13.2. That the Owners – Strata Plan 55170, delegate and authorise the functions to the **strata committee** to make changes to the above debt recovery process on behalf of the owners corporation from time-to-time as they see fit.
- 13.3. That the Owners – Strata Plan 55170, for the purpose of collecting levy contributions, interest and recovery costs thereon and pursuant to the Act (including section 103 of the Act), authorise the strata committee to approve payment plans generally or for specific lot owners.

Explanatory Note

The purpose of this motion is to put in place a levy recovery procedure for your strata scheme which will allow the strata managing agent and/or the strata committee to take debt collection and legal action to recover levy arrears, unpaid interest and other debts (such as debt collection/legal costs incurred in recovering levy arrears) against any lot owner in the strata scheme and to comply with the provisions of Section 103 of the Act by authorising the strata manager and/or the strata committee to undertake the levy recovery procedure outlined in the motion. This motion further serves as a notice to all lot owners to be alerted to the strata schemes debt recovery procedure for the recovery of levy arrears, interest and other debts. Levy Recovery Steps 2, 3 and 4 will incur a cost to the plan which will be added to the lot owner's account for reimbursement to your strata account pursuant to Section 86 of the Act. It can be noted that the 'trigger' to engage the services of a debt collection agency and legal assistance is a combination of the expiration of a defined period (106 days) after the levy was due and a monetary value of the debt (\$2,000.00). Although this combination is one recommended by your managing agent, both aspects of this trigger are open for amendment by the owners of the strata scheme.

Section 85 of the Act requires that interest is charged at 10%, neither the strata committee nor the strata managing agent are authorised to waive or refund interest charged. A general meeting motion needs to be resolved to waive or refund interest.

14. INTERNAL LIGHTING

That the Owners Corporation retrospective approval to install LED light fittings in the common hallways.

Explanatory Note

The Strata Committee approved the installation of LED light fittings in the common hallway to reduce the maintenance costs of failing lights.

15. UPGRADES TO DIRECTORY SIGN

That the Owners Corporation retrospectively approves the upgrades to the directory sign located at the front of the complex.

Explanatory Note

The Strata Committee approved the upgrades to improve visibility, including at night for deliveries & emergency services

16. CARPET REPLACEMENT

That the Owners Corporation accepts quote dated 02 March 2022 received from John Coote Carpets in the amount of \$2,000.00 inc GST for the replacement of the carpet in the building managers office, repairs to fraying carpet to ground floor entry mats block 96-99, and replacement of a section of carpet on level 2 in block 70-87.

17. ALTERATIONS TO PATHWAY BETWEEN THE POOL AND UNITS 96-103

That the Owners Corporation accepts quote dated 09 May 2020 received from Flatline Paving in the amount of \$2,213.20 inc GST for the removal of steps from the pathway located between the pool and unit 96 to 103.

18. POOLSIDE GARDEN UPGRADES

That the Owners Corporation accepts quote dated 14 August 2020 received from Flatline Paving in the amount of \$11,119.55 inc GST to upgrade the poolside garden area.

19. VOTING BY ELECTRONIC MEANS

Motions

19.1. That pursuant to Regulation 14 (1) (a) and Regulation 14 (1) (b) of the *Strata Schemes Management Regulation 2016 (NSW)*, the owners corporation approve the adoption of voting partly by electronic pre-meeting voting, whilst also allowing the adoption of voting by teleconference or video conference while participating from a remote location, for the next general meeting of the owners corporation.

Explanatory Note

Regulation 14 provides that an owners corporation or strata committee may adopt various electronic means of voting to apply to the next meeting of the owners corporation or strata committee. The motion above is to allow electronic voting through the means of pre-meeting voting by email and in addition by means of teleconference or videoconference whilst participating from a "remote location". Regulation 14 allows for such a combination of these forms of participation in a meeting, but that teleconference or videoconference are to be undertaken whilst participating from a "remote location". In view of the government restrictions imposed on everyone's movement and assembly during the Covid-19 pandemic emergency, the interpretation of "remote location" is that participation must occur at any other location other than a single location that would be used for face-to-face general meetings. As electronic pre-meeting voting is part of this combination of participating, election of a strata committee cannot be held.

20. STRATA COMMITTEE NOMINATIONS

Motions

20.1. That nominations for election to the strata committee be received, declared and recorded. Nominations received prior to the issuing of this notice are noted below under "Election of Committee".

20.2. That candidates for election to the strata committee disclose any connections with the original owner (developer) or building manager in accordance with the Act.

20.3. That the number of members of the strata committee be determined.

Explanatory Note

The Act requires that the owners corporation elect a strata committee. Clause 5 of Schedule 1 to the Act allows nominations to be in writing before the commencement of the AGM. Oral nominations can be made at the meeting. After the chairperson declares nominations have closed, the owners corporation must resolve the size of the committee. Section 30 of the Act requires that for 2 lot strata schemes, the strata committee must comprise an owner of each lot who is the sole owner or company nominee. Where that 2 lot strata scheme has co-owners in either or both lots, only one co-owner for each lot can be nominated and where there is no such nomination, the first named on the strata roll is to be a member of the strata committee. For other small strata schemes, the strata committee is to comprise a maximum of 9 persons.

Clause 5 (2) of Schedule 1 to the Act requires that nominations for candidates for the strata committee must be made by an owner of a lot (who might be unfinancial) or any person entitled to vote at a general meeting of the owners corporation. The nomination must be made with the consent of the nominee either in writing before the meeting or verbally at the meeting. Section 31 (3) states that a sole owner of a lot may not nominate more than one person for election unless the sole owner is an owner of multiple lots in which case they may nominate one person for each lot for which they are an owner.

The inclusion of a table of how the nominations were received is an important record because, for example, Section 35 (1) (b) requires that where a person who is not an owner or company nominee becomes a member of Strata, if the original owner/company who nominated them ceases to be an owner, then that non-owner ceases to be a member of the strata committee. Other noteworthy rules, in relation to nominations, are that: an individual who is not an owner can only be nominated by an owner who is not a candidate for election; a financial co-owner cannot nominate their co-owner of their lot unless they are not a candidate for election; only one co-owner of the same lot may be a member of the strata committee; and, an un-financial owner can nominate a candidate for election but they themselves cannot be nominated [Section 32 (2) and Clause 5 (6) Schedule 1 to the Act].

It is also important to note that pursuant to Section 32 of the Act, a person who is connected with the original owner or building manager of this strata scheme is not eligible to be elected as a member of the strata committee unless certain provisions are met. These are detailed in the "Additional Notes" at the end of this notice.

21. STRATA COMMITTEE ELECTION

That the members of the Committee be elected.

INSTRUCTIONS

Meeting Procedures and Voting Rights for a General Meeting

Definitions

Act – *Strata Schemes Management Act 2015*.

Regulations – *Strata Schemes Management Regulations 2016*.

Meeting Attendance

In person

- We recommend all owners attend general meetings of their scheme wherever possible to ensure they have input in relation to important decisions impacting the functioning of their community. Often general meetings are called to put recommendations from the strata committee to all lot owners for material matters that fall outside of the authority of the elected committee.
- You should ensure you read and bring a copy of this meeting notice and related supporting documents with you to them meeting along with any necessary writing materials for voting purposes.
- If your lot is owned in title by company or corporation your voting rights can only be exercised in person by your company nominee registered on the Strata Roll or by the company's proxy after registration of the company nominee. A copy of the requisite company nominee form has been enclosed with this meeting notice. If you are unsure if your lot has a registered company nominee recorded on the strata roll, please contact our office for further assistance.

By Proxy

- You are able to continue to appoint a proxy to vote on your behalf at a meeting to be held wholly via pre electronic voting, however; we would encourage to register your vote directly rather than utilising this option. If you still wish to appoint a proxy you will need to complete the proxy form enclosed with this meeting notice and return to our office for checking.

NOTE:

For schemes comprising of less than 100 lots you can return the proxy form any time up to the commencement of the meeting.

For schemes comprising more than 100 lots the proxy must be returned and received by the secretary/ or managing agent no later than 24 hours prior to the commencement of the meeting. If your proxy is received after this period (or is complete) the proxy is unable to be legally registered for voting purposes.

Notwithstanding the above statutory provisions, we recommend all owners ensure their proxies are registered with the office of the managing agent well in advance the meeting. This will allow our office to verify receipt, advise of any compliance issues with the proxy form and minimise and administration delays during the conduct of the meeting itself.

- When completing the proxy form, it is important you ensure all sections of the form are completed correctly and in full. The return of an incorrect or incomplete proxy form will prohibit the proxy being registered for voting purposes. Some key areas to note are as follows:
 - Proxy must be dated
 - All names on title must be filled out (and signed by)
 - The name of the nominated proxy holder must be clearly specified (and any alternate proxy)
 - The term of the appoint must be indicated
 - Any restrictions on voting instructions must be specified. This must include any or authority (or otherwise) for the proxy holder to nominate anyone to the strata committee.
 - If the appointment of a managing agent is to be considered voting instruction under section 3 the proxy form must be completed.
- The total number of proxies that may be held by a person (other than proxies held by the person as a co-owner of a lot) voting on a resolution are as follows:
 - If the Strata Scheme has 20 lots or less, one;
 - If the Strata Scheme has more than 20 lots, a number that is equal to not more than 5% of the total number of lots.

NOTE: Recent changes in legislation now provide for a person owning multiple lots in the same strata scheme to be able to appoint a single proxy in respect to all the lots despite circumstances where the above limits are normally placed on the holding of proxies.

- A proxy given to a building manager, on-site residential manager or Strata Managing Agent is invalid if it would obtain or assist in obtaining a pecuniary interest for or confer or assist in conferring any other material benefit on, the proxy.

- Developer (the original owner) restrictions:
 - For the purposes of determining an election for officers of the Owners Corporation or members of the Strata Committee (other than in the case of a poll), the vote of an original owner is to be reduced to one-third of the votes the owner would otherwise have (ignoring any fraction);
 - An original owner cannot vote by proxy or power of attorney on any matter if that proxy or power of attorney was given to it under a contract for the sale of a lot or under an associated contract or arrangement. Accordingly, any provision in a contract for the sale of a lot or associated contract or arrangement that requires the lot owner to give the developer a proxy or power of attorney will be ineffective since that proxy or power of attorney cannot be used;
 - Additionally, any contract to that effect or a term of contract of that kind is unenforceable; and,
 - The original owner or lessor of a leasehold Strata Scheme is not entitled to vote, or exercise a proxy vote, on a matter concerning building defects in, or the rectification of building defects in, building work.

Quorum and Voting Rights

Clause 8, Schedule 1 to the Act requires that the provisions determining a quorum must be included in the notice.

Clause 17, Schedule 1 to the Act specifies the quorum provisions in the following terms:

- **Quorum required for motion or election**
A motion submitted at a General Meeting of an Owners Corporation must not be considered, and an election must not be held, unless there is a quorum present to consider and vote on the motion or on the election.
- **When a quorum exists**
A quorum is present at a meeting only in the following circumstances:
 - if not less than one-quarter of the number of persons entitled to vote on the motion or election are present either personally or by duly appointed proxy,
 - if not less than one-quarter of the aggregate unit entitlement of the Strata Scheme is represented by the persons who are present either personally or by duly appointed proxy and who are entitled to vote on the motion or at the election,
 - if there are 2 persons who are present either personally or by duly appointed proxy and who are entitled to vote on the motion or election, in a case where there is more than one owner in the Strata Scheme and the quorum otherwise calculated under this subclause would be less than 2 persons.
- A person who has voted, or intends to vote, on a motion or at an election at a meeting by a permitted means other than a vote in person is taken to be present for the purposes of determining whether there is a quorum.
- **Procedure if no quorum**
If no quorum is present within the next half-hour after the relevant motion or business arises for consideration at the meeting, the chairperson may:
 - adjourn the meeting for 7 days, or
 - declare that the persons present either personally or by duly appointed proxy and who are entitled to vote on the motion or election constitute a quorum for considering that motion or business and any subsequent motion or business at the meeting.
- **Quorum for adjourned meeting**
If a quorum is not present within the next half-hour after the time fixed for the adjourned meeting, the persons who are present either personally or by duly appointed proxy and who are entitled to vote on the motion or election constitute a quorum for considering that motion or business and any subsequent motion or business at the meeting.
Note: This includes any proxies registered for the original meeting.

Types of Resolutions

- There are three (3) core types of resolutions you will encounter within a meeting of your scheme:
 - **Ordinary resolution:** This is the most common type of motion you will encounter within a strata meeting. The motion is passed if a standard majority of the votes cast are in favour of it;
 - **Special resolution:** This motion requires a higher threshold for passing of a motion and are most commonly seen for matters pertaining to changes to the common property, and changes to by laws for your scheme. The motion is passed if not more than 25% of the value of votes cast are against the resolution. The value of votes cast for special resolutions is calculated on the basis of unit entitlement.
 - **Unanimous resolution:** The motion is passed if no vote is cast against it.
 - **Poll vote:** A poll can be called for or requested for any motion put to a meeting. In a poll vote, votes are calculated on the basis of unit entitlements.

- If you are an owner, your vote does not count if a vote is cast on the same motion by:
 - the mortgagee shown on the strata roll for your lot;
 - the covenant chargee shown on the strata roll for your lot; or
 - in the case of multiple mortgagees or covenant chargees the priority mortgagee or chargee shown on the strata roll for your lot.
 - and if you have received at least two days' notice from the mortgagees or covenant chargees of their intention to exercise their priority vote.

Election of Strata Committee

How can you nominate?

- The following persons are eligible for appointment or election to the strata committee:
 - an individual who is a sole owner of a lot in the strata scheme,
 - a company nominee of a corporation that is a sole owner of a lot in the strata scheme,
 - an individual who is a co-owner of a lot or a company nominee of a corporation that is a co-owner of a lot in the strata scheme, if the person is nominated for election by an owner who is not a co-owner of the lot or by a co-owner of the lot who is not a candidate for election as a member,
 - an individual who is not an owner of a lot in the strata scheme, if the person is nominated for election by an owner of a lot who is not a member, or is not seeking election as a member, of the strata committee.
- To avoid doubt, an individual who is a sole owner of a lot may nominate himself or herself, and an owner that is a corporation may nominate the corporation's company nominee, for election as a member of the strata committee.
- Sole owner of a lot in a strata scheme may not nominate more than one person for election as a member of the strata committee, except as provided by subsection (5).
- Only one co-owner (including a company nominee of a co-owner) of the same lot may be a member of a strata committee at the same time, except as provided by subsection (5).
- A person who is an owner of more than one lot in the strata scheme may nominate one person for election as a member of the strata committee for each lot for which the person is an owner.

Who is not eligible to be nominated:

Sections 7 and 32 of the Act specify certain categories of persons who are not eligible for appointment or election to the Strata Committee or to act as members of the Strata Committee unless they are also the owners of lots in the Strata Scheme. The persons ineligible are as follows:

- an unfinancial owner (unfinancial at the date of notice and did not pay the amounts owing before the meeting);
- the Strata Managing Agent for the Strata Scheme;
- the building manager for the Strata Scheme;
- a person who acts as an agent for the leasing of a lot or lots in the Strata Scheme to tenants;
- a person who is connected with the original owner of the Strata Scheme or the building manager for the scheme, unless the person discloses that connection at the meeting at which the election is held and before the election is held or before the person is appointed to act as a member; and,
- any other person prescribed by the regulations for the purposes of this section.

Annexure to this meeting notice

agm07Dec2020min
 WHS Report 28-01-2021
 CWF summary
 SP 55170 - 2021 Audit Report
 Budget
 Professional Building Management_SP55170 Marsfield Gardens-JohnCootes-PC
 SP55170 - Remove 3 Way Step - FP - 20.05.09
 SP55170 - Q - New Pathway - FP - 20.08.17
 Email Authority Form
 Proxy Form
 Committee Nomination Form

**THE MINUTES OF THE ANNUAL GENERAL MEETING
STRATA PLAN 55170
MARSFIELD GARDENS 94-116 CULLODEN RD MARSFIELD**

**DATE, PLACE & TIME
OF MEETING:**

The Annual General Meeting of The Owners - Strata Plan No. 55170 was held on Tuesday, 08 December 2020 wholly via pre-meeting electronic voting by means of email ballot paper. The meeting commenced at 5.00 pm.

NOTE:

Pursuant to Regulation 14 (1) (b) of the Strata Schemes Management Regulation 2016 (NSW), pre-meeting electronic voting wholly through means of email ballot paper has been authorised.

**BALLOT PAPERS
RECEIVED**

M Cavanagh (lot 36), M Huang (lot 39), D & M Howard (lot 43), K Lou (lot 60), K Atkinson (lot 70), S & L Macris (lot 88), C Wong (lot 102), L Lee (lot 119)

IN ATTENDANCE:

Tiffany Burn (Dynamic Property Services)

CHAIRPERSON:

Tiffany Burn

QUORUM:

Chairperson's declaration regarding the absence of a quorum:

At the scheduled time for the meeting to commence of 5.00 pm, the Chairperson noted that a quorum was not present for the meeting to continue. The lack of quorum continued for the next half-hour at which point, the Chairperson declared, pursuant to Clause 17(4)(b) of Schedule 1 to the Act, that those present either personally or by duly appointed proxy and who are entitled to vote on the motion would now constitute a quorum for the purposes of considering the outstanding motions or business of the meeting. The majority of those present at the meeting supported this declaration by the Chairperson.

1. MINUTES:

That the minutes of the last General Meeting of the Owners Corporation, held on 18/07/2019, be confirmed as a true record of the proceedings at that meeting.

CARRIED

2. COMPLIANCE:

Annual Fire Safety Statement:

2.1 That the owners corporation confirms receipt of the annual fire safety statement dated 10/07/2020 and authorises the strata committee to determine any arrangements required for the submission of the next annual fire safety statement.

CARRIED

- 2.2 That the owners corporation authorise the managing agent, building manager or strata committee to sign such documents as may be necessary in relation to the lodgement of the next annual fire safety statement. If required, this authority includes the managing agent affixing the common seal of the owners corporation in accordance with section 273 of the Act.

CARRIED

Window Locks and Safety Devices:

- 2.3 That The Owners – Strata Plan No: 55170, resolve to undertake an inspection and obtain certification of all window safety devices previously installed to windows within the strata scheme to ensure the Owners Corporation comply with their obligations pursuant to *section 118 of the Strata Schemes Management Act 2015 and Regulation 30 of the Strata Schemes Regulations 2016* and that the appointment of an appropriately qualified third party to undertake this inspection be delegated to the Strata Committee.

CARRIED

- 2.4 That following the inspection of window safety devices the Owners – Strata Plan No 55170, authorise the Strata Committee to make arrangements for the installation, maintenance or repair of any required window safety devices within the strata scheme to ensure the Owners Corporation comply with their obligations pursuant to Section 118 of the *Strata Schemes Management Act 2015* and regulation 30 of the *Strata Schemes Management Regulation 2016*.

CARRIED

Safety Audit Report:

- 2.5 That the Owners Corporation appoint a consultant to undertake a Safety Audit report of the Strata Scheme to identify any unforeseen risks that may affect the common areas.

CARRIED

3. UTILITIES AGREEMENTS:

- 3.1 That the Owners Corporation consider the supply agreements that they have in place for utilities and determine any action required.

CARRIED

- 3.2 That the Owners Corporation appoint the Committee Representative to do the following in relation to the investigation of new utility supply agreements (subject always to any direction otherwise as may be determined by a meeting of the owners corporation or its strata committee):

- i. To instruct the Managing Agent to engage a broker or other type of specialist as may be reasonably required,
- ii. To instruct the Managing Agent to disclose data and information of the Owners Corporation related to the utility as may be reasonably required,
- iii. To instruct the Managing Agent to sign a letter of authority as may be reasonably required.

CARRIED

- 3.3 That the Owners Corporation appoint the Committee Representative to approve the Owners Corporation entering into utility agreements for a term of up to 3 years, provided that, in the opinion of the Committee Representative, it is more, or similarly beneficial for the Owners Corporation to do so, compared to reasonably available alternative arrangements, and is otherwise on terms that are broadly consistent with those available in the market, and further the Owners Corporation authorise the Managing Agent to enter into such agreements on behalf of the Owners Corporation as instructed by the Committee Representative, subject always to any direction otherwise as may be determined by a meeting of the Owners Corporation or its Strata Committee.

CARRIED

4. INSURANCES:

- 4.1 That the Owners Corporation confirms that the following insurance policies are currently in place:

Current Insurance Details

Policy Number	Underwriter	Current To	Risk Type	Coverage Amount
HU0023029	CHU Underwriting Agencies Pty Ltd	31 May 2021	Building	\$59,570,000.00
			Loss of Rent/Temporary Accommodation	\$8,935,500.00
			Common Area Contents	\$595,700.00
			Legal Liability	\$50,000,000.00
			Fidelity Guarantee	\$250,000.00
			Office Bearers Liability	\$20,000,000.00
			Voluntary Workers	\$300,000.00 / \$3,000.00
			Catastrophe Cover	\$17,871,000.00
			Extended cover - Rent/Temp Accommodation	\$2,680,650.00
			Escalation in Cost of Temp Accommodation	\$893,550.00
			Cost of storage & evacuation	\$893,550.00
			Government Audit Costs	\$25,000.00
			Appeal Expenses - common property health & safety	\$100,000.00
			Legal Defence Expenses	\$50,000.00
			Lot Owner's Fixtures & Improvements (per lot)	\$250,000.00
TOTAL PREMIUM: \$57,955.57			Flood	Included

Date on which the premium(s) were last paid: 27/05/2020.

CARRIED

- 4.2 That the strata committee be authorised to determine additional optional insurances of the owners corporation not covered in the above table.

CARRIED

- 4.3 That the owners corporation confirm that it does NOT employ workers with total annual wages exceeding \$7,500.00 and therefore will not require workers compensation insurance for the coming year.

CARRIED

- 4.4 That the owners corporation acknowledges their obligation to provide/disclose to the insurer, either upon renewal or throughout the period of the policy, any item requiring disclosure under the policy including a Work, Health and Safety report, defects report and the like.

CARRIED

- 4.5 That the owners corporation authorise the managing agent to renew insurances in accordance with the insurer or insurance broker's recommendation in circumstances where alternate instructions are not received from the strata committee prior to the renewal date..

CARRIED

5. COMMISSIONS AND TRAINING SERVICES:

That the Owners Corporation note a report by the Managing Agent, in the agenda explanatory note, in regards to the commissions that have been paid and training services received in the last year and those commissions likely to be paid and training services provided to the Managing Agent in the coming year.

CARRIED

6. VALUATION (INSURANCE):

6.1 That the owners corporation obtain a replacement cost estimate (valuation) for insurance purposes.

CARRIED

6.2 That the managing agent be authorised to adjust the building sum insured in line with the insurance valuation upon receipt

CARRIED

7. REAPPOINTMENT OF STRATA MANAGING AGENT:

That in accordance with Section 49 (2) of the Strata Schemes Management Act 2015 (the Act):

- a. Dynamic Property Services Pty Ltd be appointed as strata managing agent of Strata Scheme No. 55170;
- b. the Owners Corporation delegate to the Agent all of the functions of:
 - i. the Owners Corporation (other than those listed in section 52 (2) of the Act); and
 - ii. its chairperson, treasurer, secretary and Strata Committee, necessary to enable the Agent to carry out the 'agreed services' and the 'additional services' as defined in the written agreement attached to the notice of the meeting; and
- c. the delegation to the Agent is to be subject to the conditions and limitations in the Agreement; and
- d. the Owners Corporation execute the Agreement to give effect to this appointment and delegation.

CARRIED

8. AUDITOR:

That an auditor be appointed and that auditor be Thomas Davis & Co.

CARRIED

9. CAPITAL WORKS FUND PLAN:

That the owners corporation confirms receipt of the the capital works analysis prepared by BIV Reports on 01/07/2018.

CARRIED

10. EXPENDITURE LIMITS AND OTHER RESTRICTED MATTERS:

10.1 That the restriction in Section 102 of the *Act*, the Strata Committee be limited from spending more than 10% over any single budget item be removed.

CARRIED

10.2 That pursuant to Section 102 of the *Act*, the Strata Committee be restricted to spending not greater than 10% above the amount determined for the total of budget expenditure.

CARRIED

10.3 That there be no additional restrictions placed on the Strata Committee other than those currently imposed by Section 36 (3) of the *Act*.

CARRIED

11. ENGAGEMENT OF CONTRACTORS:

That the Owners Corporation acknowledges that the Strata Managing Agent will not issue a Work Order or engage any contractors for the provision of any goods or services, unless they have complied with the minimum requirements set out in the table below.

Minimum requirements (as aligned to the recommended criteria as advised by Safe Work Australia)	<ul style="list-style-type: none">• Must be registered as a business for tax purposes in Australia• Must have a minimum \$10 million Public & Product Liability Insurance (in respect of each and every occurrence and unlimited in aggregate for any one period of cover)• Must have a minimum \$1 million Professional Indemnity Insurance (where applicable)• Must have Statutory Workers Compensation Insurance for all employees or Personal and Accident Insurance as a Sole Trader• Must hold all licences as relevant to services provided• Must have an established Quality Management system (Consultants only)• Must have an established Health & Safety Management system• Must accept PICA Terms and Conditions of engagement and Business Code of Conduct.
Definitions:	<ul style="list-style-type: none">• Contractor: means a person or organisation that is engaged, on a temporary basis, to undertake a particular task and includes consultants who provide recommendations and/or specialist professional advice.• Work Order: means a written order providing specific or blanket authorisation to a contractor to proceed with the provision of specific goods or services without further instructions.

CARRIED

12. ACCOUNTING RECORDS AND BUDGET:

12.1 That the financial statements including the statement of key financial information for the period ended **31/10/20** be adopted.

CARRIED

12.2 That estimated receipts and payments (budget) for the administrative fund and the capital works fund as attached to this agenda be adopted..

CARRIED

13. CONTRIBUTIONS:

13.1 That contributions to the Administrative Fund are estimated in accordance with Section 79 (1) of the Act and determined in accordance with Section 81 (1) of the Act at \$400,000.00 plus GST in instalments set out in the table below:

Instalment	Due date	Administrative	GST	Total
1 (already invoiced)	01 November 2020	\$119,703.55	\$11,970.36	\$131,673.91
2	01 February 2021	\$93,432.15	\$9,343.21	\$102,775.36
3	01 May 2021	\$93,432.15	\$9,343.21	\$102,775.36
4	01 August 2021	\$93,432.15	\$9,343.21	\$102,775.36
TOTALS		\$400,000.00	\$40,000.00	\$440,000.00

CARRIED.

Instalment	Due date	Gas Levy	GST	Total
1 (already invoiced)	01 November 2020	\$18,500.00	\$1,850.00	\$20,350.00
2	01 February 2021	\$12,957.67	\$1,295.77	\$14,253.43
3	01 May 2021	\$12,957.67	\$1,295.77	\$14,253.43
4	01 August 2021	\$12,957.67	\$1,295.77	\$14,253.43
TOTALS		\$57,373.00	\$5,737.30	\$63,110.30

CARRIED.

13.2 That contributions to the Capital Works Fund are estimated in accordance with Section 79 (2) of the Act and determined in accordance with Section 81 (1) of the Act at \$289,806.71 plus GST in instalments set out in the table below:

Instalment	Due date	Capital	GST	Total
1 (already invoiced)	01 November 2020	\$54,466.72	\$5,446.67	\$59,913.39
2	01 February 2021	\$78,446.66	\$7,844.67	\$86,291.33
3	01 May 2021	\$78,446.66	\$7,844.67	\$86,291.33
4	01 August 2021	\$78,446.66	\$7,844.67	\$86,291.33
TOTALS		\$289,806.71	\$28,980.67	\$318,787.38

CARRIED

13.3 That the Administrative Fund and Capital Works Fund contributions be continued at quarterly intervals commencing on 01/11/2021 until further determined:

Administrative Fund

Due date	Amount excl. GST	GST	Amount incl. GST
01 November 2021	\$100,000.00	\$10,000.00	\$110,000.00

Gas levy

Due date	Amount excl. GST	GST	Amount incl. GST
01 November 2021	\$14,343.25	\$1,434.33	\$15,777.58

Capital Works Fund

Due date	Amount excl. GST	GST	Amount incl. GST
01 November 2021	\$72,451.68	\$7,245.17	\$79,696.85

CARRIED

14. LEVY COLLECTION PROCEDURES:

14.1 That the Owners - Strata Plan No: 55170, for the purpose of collecting levy contributions, interest and recovery costs thereon and pursuant to the Act (including Section 103 of the Act), authorise the Strata Managing Agent and/or the Strata Committee to do any of the following:

- a. Levy Recovery Step 1: issue a reminder levy notice after 35 days from the levy due date;
- b. Levy Recovery Step 2: issue 1st levy recovery letter after 60 days from the levy due date;
- c. Levy Recovery Step 3: issue 2nd levy recovery letter after 90 days from the levy due date;
- d. Levy Recovery Step 4: after 106 days after the original date the levy was due, and where the debt is in excess of \$750.00, appoint the services of a debt collection agency, obtain legal advice and/or retain legal representation of solicitors, barristers and/or experts on behalf of The Owners – Strata Plan No: 55170 to issue a letter of demand and/or to commence, pursue, continue or defend any court, tribunal or any other proceedings against any lot owner, mortgagee in possession and/or former lot owner in relation to all matters arising out of the recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs;
- e. Approve Payment Plans generally or for specific lot owners;
- f. Enforce any judgment obtained in the collection of levy contributions including commencing and maintaining bankruptcy or winding up proceedings;

- g. Filing an appeal or defending an appeal against any judgment concerning the collection of levy contributions; and,
- h. Liaise, instruct and prepare all matters with the Owners Corporation's debt collection agents, lawyers and/or experts in relation to any levy recovery proceedings.
- i. Waiver of interest accrued for levy arrears where appropriate.

CARRIED

14.2 That the Owners – Strata Plan 55170, delegate and authorise the functions to the **strata committee** to make changes to the above debt recovery process on behalf of the owners corporation from time-to-time as they see fit.

CARRIED

14.3 That the Owners – Strata Plan 55170, for the purpose of collecting levy contributions, interest and recovery costs thereon and pursuant to the Act (including section 103 of the Act), authorise the strata committee to approve payment plans generally or for specific lot owners.

CARRIED

15. PRE-MEETING ELECTRONIC VOTING BY MEANS OF EMAIL:

That pursuant to Regulation 14 (1) (b) of the *Strata Schemes Management Regulation 2016 (NSW)*, the Owners Corporation approve the adoption of voting wholly by means of email for the next meeting of the Strata Committee/Owners Corporation.

CARRIED

CLOSURE: There being no further business, the chairperson declared the meeting closed at 6.30 pm.

Signed _____

Date _____

IMPORTANT NOTE REGARDING ELECTION OF STRATA COMMITTEE:

Due to health restrictions arising from COVID-19 the Strata Committee have determined that the Annual General Meeting for this financial period will necessarily need to be conducted wholly via pre electronic voting.

The Strata Schemes Management Act 2015 and Regulations 2016 stipulated that a meeting conducted via pre electronic voting may not include a motion to conduct an election of the strata committee. Therefore, this motion has not been put to the vote. The current strata committee will continue without change unless:

- (a) There is a resignation of a committee member;
- (b) a further general meeting is called to re-elect the strata committee (via special resolution), or
- (c) the next Annual General Meeting is held.

WORKPLACE HEALTH SAFETY AUDIT

for

MARSFIELD GARDENS

at

94-116 CULLODEN ROAD

MARSFIELD

SP 55170

Job No. 6533/65518

Printed : 28/1/2021



Leary & Partners Pty Ltd

ABN 32 010 134 148

**Quantity Surveyors
Taxation Depreciation Consultants
Asset Management Consultants**

Telephone	1800 808 991
Facsimile	1800 808 921

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1.0 General Information

1.1 Report Request

This report was prepared for the Owners Corporation of SP 55170.

1.2 Property Description

Location: 94-116 Culloden Road, Marsfield NSW 2122

Description: Residential complex consisting of 127 lots.

1.3 Inspection

Date: 3 November 2020

By: Mickey Perret

Weather: On the day of inspection the weather conditions were fine.

1.4 Application of Workplace Health and Safety Act

The *Work Health and Safety Act 2011* requires persons conducting a business or undertaking to ensure the safety of the workplace for themselves, workers and other people accessing the workplace. They must eliminate risks to health and safety so far as reasonably practical, and if it is not reasonably practical to eliminate a risk, minimise the risk so far as is reasonably practical.

A person or entity conducting a business or undertaking (along with any officers that participate in the decision making process of the entity) must exercise due diligence to ensure the business or undertaking complies with this duty.

Section 34 of the *Work Health and Safety Regulations 2011* requires a duty holder to identify reasonably foreseeable hazards that could give rise to risks to health and safety. This must be followed by an assessment of the risks associated with the hazards, identification of appropriate action to remove or control the hazards and the implementation of the control actions. The Code of Practice titled “How to Manage Work Health and Safety Risks” provides practical guidance for this process. (The summary of the risk assessment / management process provided in this report is substantially based on the Code of Practice.)

Section 7 of the *Work Health and Safety Regulation 2011* excludes certain owners corporations from being classified as “a person conducting a business or undertaking”. We recommend that the owners

corporation obtain independent legal advice in order to determine whether the section 7 exclusion applies to the common property of their scheme.

1.5 Audit Notes

This inspection has been limited to the common property building areas and the plant and equipment servicing the common areas.

During the inspection there were areas taped off (including the spa). We have not included hazards items for these areas as they were not available for public use.

We were advised that a number of the issues identified in the Hazard Schedule were either progressively being address or were the subject of planned rectification work.

This report is based on a visual inspection of the scheme undertaken from the ground area and accessible communal building areas. This report does not assess the structural integrity of the building or general suitability of building materials used. No physically destructive or intrusive testing was undertaken.

The property was not inspected during a period of heavy rainfall. We observed nothing that leads us to believe that the building's design or usage would compound the normal risks associated with occupying or accessing buildings during inclement weather.

Our assessment of the suitability of pedestrian surface materials throughout the scheme was based on our general observations on the day of the inspection. This is not a formal slip resistance review. We did not carry out scientific testing of the floor surfaces. We were not provided with the manufacturer's specifications for the flooring. Nor were we advised that the owners corporation was aware of previous incidents that might indicate a surface was inappropriately slippery. Please note, the slip resistance of a type of surface finish may vary throughout the scheme and at different points in time, depending on factors such as the presence of contaminates or loose material on the surface, the degree of surface wear and weather conditions. To confirm that all pedestrian surface materials are fully compliant with current code requirements we recommend that the owners corporation commission specialist scientific testing to be carried out in accordance with AS 4586–2013.

Because of the extent of external paved paths and steps, it is likely that the identification and rectification of broken or uneven pavers will be an ongoing task. We recommend that the owners corporation schedule systematic inspects of the pavers to ensure that hazardous locations are identified and addressed as soon a reasonably practicable.

As the inspection was carried out during daylight hours, we were unable to comprehensively assess the after dark lighting levels for some areas of the common property. Further, when noting the existence of light fittings, we were not always able to check that they were operating correctly.

During the inspection we visually inspected the exterior of unit balustrading on a sample group of lots. We have assumed that the unit balustrades inspected are indicative of the balustrades on all the lots.

This report does not contain a safety assessment of certain building and plant items as they require specialist skills and accreditation to investigate and/or a higher level of access to the building's structural components than was available. These building elements and plant items include (but are not limited to):

- the design and installation of the fire protection system,
- the basic service infrastructure (such as electrical, gas and water supply),
- the mechanical ventilation system,
- the swimming pool filtration / heating system,
- the pumps,
- asbestos containing materials (if present),
- flammable cladding (if present), and
- roof structure and ceiling spaces.

When inspecting car parking areas, we have inspected those areas of floor or driveway that were not covered by parked vehicles, stored items or other obstructions to general viewing.

Where access ladders have been sighted we have inspected them for general safety hazards. This inspection is not a code compliance inspection for the purposes of Australian Standard 1657–2013 Fixed platforms and ladders – Design, construction and installation. If they have not already done so, we recommend that the body corporate obtain a ladder compliance audit.

An inspection of the pool and its surrounds was undertaken in order to identify any general safety hazards. This inspection is not a code compliance inspection nor a pool safety inspection for the purposes of the Building Act 1975. We have not reviewed the pool safety plan (if one is required for the pool).

We have not been commissioned to inspect openable windows inside the private lots to determine whether they meet the fall protection requirements of the Building Code of Australia (2013).

At the time of the inspection, we were advised that some of the exit lights were not working but that repairs were underway. We have not included an item for these lights in the Hazard Schedule.

Contractors should be made aware of their health and safety responsibilities before commencing work on your common property. We recommend that contractors be required to provide a safe working/risk management agreement that is signed by their personnel before attending the site.

2.0 Management of Work Health and Safety Risks

There are five basic steps in the work health and safety risk management process:

- 1) identifying hazards,
- 2) assessing the risks that may result because of these hazards,
- 3) deciding on control measures to prevent or minimise the level of the risks,
- 4) implementing control measures, and
- 5) monitoring and reviewing the effectiveness of the measures.

This audit will assist the owners corporation with items 1) to 3). It will be necessary for the owners corporation to ensure items 4) and 5) are implemented.

This report focuses on the hazards that we were able to observe during our inspection of the common areas. The owners corporation needs to be aware that other hazards may also exist. Examples of such hazards may include:

- hazards which exist on a short term or occasional basis (e.g. while building or maintenance work is carried out),
- hazards which relate to building usage procedures or practices that were not physically occurring during the inspection (e.g. warning signs not being used when cleaning tiled pedestrian ways or passages and stairwells being used as temporary storage areas), or
- hazards relating to items or issues which Section 1.5 of this report notes are not addressed in the report.

Future changes to the building's design, components, plant or usage procedures may:

- create new hazards,
- increase the risk associated with existing hazards, or
- reduce the effectiveness of existing risk management procedures.

Management of the health and safety risks associated with the common property should be treated as an ongoing process.

3.0 Hazard Identification

A hazard is something associated with the workplace, its use, or the work process that has the potential to harm workers (including employees, contractors and volunteers) or the public.

In the common property context, most potential hazards are likely to be associated with:

- the general building layout / design (e.g. blind corners),
- a building feature or element in the workplace (e.g. uneven or slippery floors),
- an item of plant (e.g. motorised roller shutter),
- a hazardous substance (e.g. toxic cleaning materials),
- a work / building usage procedure (e.g. maintenance procedures), or
- the presence of asbestos.

The owners corporation when identifying the potential hazards to be managed, must take into account the unique features and usage patterns associated with their building complex.

There may be hazards associated with the workplace that are already being appropriately risk managed at the time of the inspection. An example of such hazards might be a balcony with a Building Code of Australia compliant balustrade or moving equipment parts surrounded by a safety guard. Hazards we assess as appropriately risk managed have not been included in the Hazard Schedule in Section 5.2.

If a hazard has a Level 1 risk rating (a hazard that has been assessed as either unlikely to result in harm or injury or, at most, resulting in a very minor injury) it may not require remedial action at the current time. Hazards for which the consequences have been assessed as “Insignificant” or which have a Level 1 risk rating for which no remedial action will be recommended at this time, have been excluded from the Hazard Schedule in Section 5.2.

We have excluded these two types of hazards from the Hazard Schedule to avoid confusion and to ensure that the owners corporation focuses on the hazards for which we are recommending remedial action.

The hazards we have identified during our inspection as requiring remedial action are detailed in Section 5.2.

It is important that the owners corporation carry out the hazard identification / assessment process on a regular basis as:

- Changes to the common property and / or how it is used may create new hazards or make old risk control measures inappropriate.
- Changes in the common property's condition or use may result in the risk rating associated with a hazard increasing. For example, a minor crack between two concrete driveway slabs may be an acceptable Level 1 risk when the driveway is first laid, but over time become a Level 3 risk if ground movement results in one slab subsiding.
- Codes of Practice and Standards may change over time, reflecting changes in community risk assessment of a hazard and / or of reasonably practicable risk control measures.

4.0 Risk Assessment

Risk is the likelihood of death, injury or illness resulting from a hazard. Risk assessment involves estimating the probability that a hazard related event will cause harm and the level of harm that is likely to be caused. The objective of the risk assessment is to create a prioritised list of the risks that require further action.

$$\text{Risk} = \begin{array}{|c|} \hline \textbf{Probability} \\ \hline \text{Likelihood that injury or} \\ \text{illness will occur} \\ \text{Frequency and duration of} \\ \text{exposure to the hazard} \\ \text{Effectiveness of any current} \\ \text{control measures} \\ \hline \end{array} \times \begin{array}{|c|} \hline \textbf{Consequence} \\ \hline \text{Severity of possible injury or} \\ \text{illness} \\ \text{Number of persons who are} \\ \text{exposed to the hazard at any} \\ \text{one time} \\ \text{Potential for the first event to} \\ \text{lead to another event with} \\ \text{more serious consequences} \\ \hline \end{array}$$

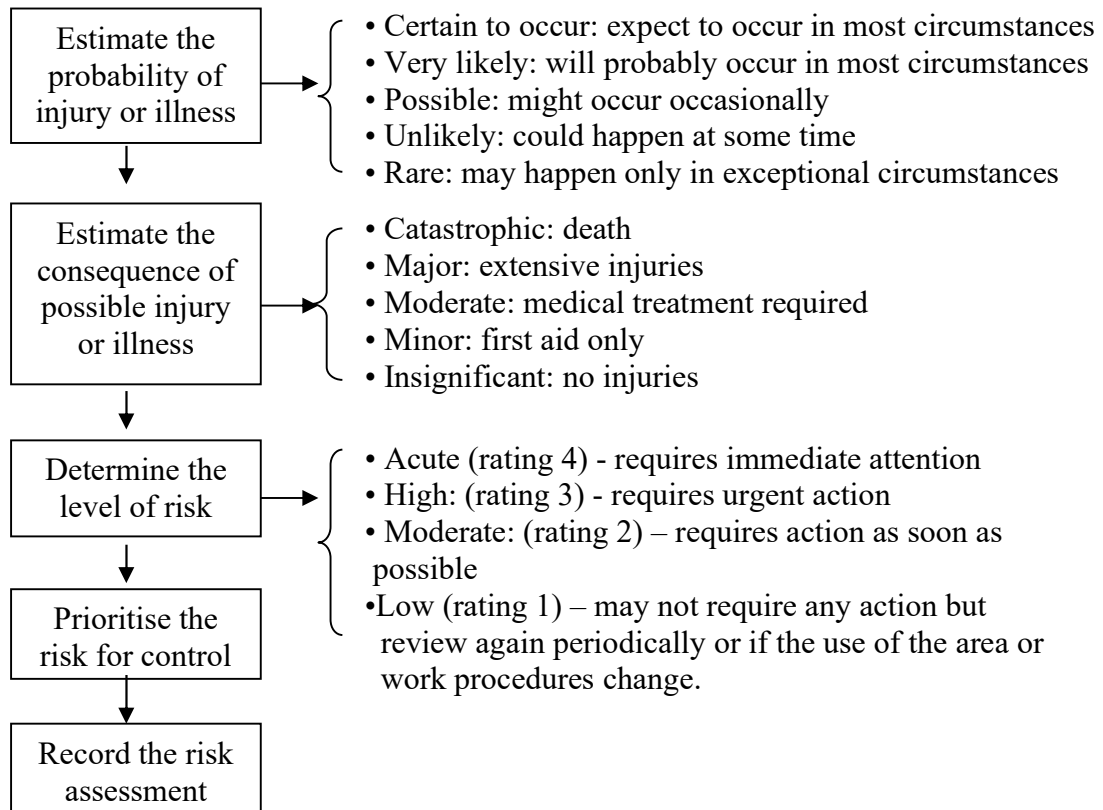
In this report the risk rating for each hazard is calculated by combining the risk likelihood and risk consequence estimates for each hazard.

Risk Priority Chart

Consequences (how severely it hurts someone - if it happens)	Probability (how likely is it to happen)				
	Certain	Very Likely	Possible	Unlikely	Rare
Catastrophic	4	4	4	4	3
Major	4	4	4	3	3
Moderate	4	3	3	2	2
Minor	3	3	2	1	1
Insignificant	3	2	1	1	1

If hazards can be easily addressed action should be taken straight away. For other hazards that require effort and planning to resolve you should prioritise your response and focus first on the hazards with the highest risk priority rating.

In preparing this report we have followed the five basic risk assessment steps diagrammed below.



The risk assessment schedule for your scheme's common property is located in Section 7 of the report.

5.0 Risk Control

5.1 The Principle of Risk Control

When a hazard that is likely to cause harm or injury has been identified, controls must be introduced to eliminate the risk so far as is reasonably practicable, or if that is not possible, to minimise the risk so far as is reasonably practicable.

- Firstly, try to eliminate the hazard (Level 1 risk control)
- Then, if the hazard has not been completely eliminated, try minimising the hazard (Level 2 risk control)
- Then, if the hazard risk cannot be eliminated or sufficiently minimised by any other reasonably practicable method, implement hazard management (Level 3 risk control)

In relation to owners corporation common property, Level 1 and Level 2 risk control may involve measures such as:

- Removing the building element, plant item or building usage procedure that creates the hazard if the presence of that item or process is not necessary for the function of the workplace (e.g. removing rubbish obstructing passageways and filling the pothole).
- Substituting the hazardous item with one that is less hazardous (e.g. replacing standard floor tiles with nonslip tiles or using less toxic cleaning materials).
- Redesigning the building element, plant item or building usage procedure (e.g. replacing steps with a ramp, adding additional lighting or relocating passenger drop-off points).
- Isolating the hazard from people or people from the hazard (e.g. providing secure storage for hazardous chemicals or providing safe balustrading).

Level 3 hazard management procedures may involve measures such as:

- Administrative controls which rely on procedures or instructions (e.g. requiring work safety management plans from contractors or maintaining an asbestos materials register).
- Personal protective equipment to be provided to people carrying out work (e.g. hearing protection devices for employees using loud equipment such as lawn mowers).

You must check that the control measures you introduce do not themselves create other new hazards.

5.2 Control of Risk Specific to SP55170

The following schedule lists the hazards specific to SP55170 identified during our inspection. For each hazard we have recommended remedial action to eliminate or control the risk. If the owners corporation elects to use an alternative remedial action, they should ensure that it is at least as effective in eliminating or controlling the hazard as the method recommended in this report.

An assessment of the level of risk associated with each of the identified hazards is provided in the schedule contained in Section 7.

Hazard Schedule: Items affecting the general public and contractors / employees

Item 1: Build-up of contaminate on floor surface – Garage 1

Hazard: There is a 40 mm high bump on the driveway where water dripping from the overhead pipe has resulted in a build-up of calcium. There is a risk that a person will trip or slip on the surface contamination.

Recommended action: Clean the floor to remove the surface contaminate. Clean this location regularly to remove new deposits.



Item 2: Ineffective safety marking – Entry to units 31 to 35

Hazard: The safety marking strip at the front entry door has faded and is partially missing. There is a risk that a person will overlook the step, resulting in their tripping and falling.

Recommended action: Replace the safety marking strip.



Item 3: Inadequate lighting – Entry steps to units 88 to 91 & units 92 to 130

Hazard: We did not sight common property light fittings which would adequately illuminate the entry areas, and in particular the entry steps. There is not an external light fitting at the entry to units 92-130. The only light fitting at the entry to units 88 to 91 is at the bottom of the steps. There is a risk that a person will trip and fall because they cannot clearly see the steps or other obstacles at night.

Recommended action: Consult with a lighting designer and install lighting to fully illuminate the entry areas.



Item 4: Dark coloured entry step marking – Entries to units 52, 69, units 70 to 87, units 88 to 91 and units 92 to 130

Hazard: The marking on the nosings of the entry steps are a dark colour which is unlikely to contrast strongly against the brown tiles at night. One of the

strips is partially missing. There is a risk that a person will overlook a step, resulting in their falling.

Recommended action: Highlight the step nosings with a brightly coloured safety strip.



Item 5: Chipped step nosings – Entry stairs to units 52 to 69

Hazard: Sections of the nosing tiles have broken off. There is a risk that a person will trip or slip if they step down across a damaged section of nosing.

Recommended action: Repair/replace the damaged nosing tiles.



Item 6: Missing handrails – Units 52 to 69

Hazard: There are sets of stairs that do not have a handrail as required by the Building Code of Australia. There is an increased risk that a person will lose their balance and fall because they do not have a handrail onto which they can hold.

Recommended action: Ensure that there are Building Code of Australia compliant handrails at all the steps.



Item 7: Mats of inappropriate design – Corridors throughout scheme

Hazard: There are privately owned mats on the common property outside many of the unit doors. Some of the mats are of an inappropriate design because they have sides that are too thick or curled edges. There is a risk that a person will trip on a mat and fall. [Photographs are typical examples.]

Recommended action: If the owners corporation permits mats to be placed on the common property, require them to have a non-trip edge, non-slip base and sit flat on the floor.



Item 8: Sharp, head height corners – Tilt-up garage doors

Hazard: The garage doors open outwards into the driveway. When they are open the sharp corners or the garage doors are approximately 1.9 to 2 meters above the floor. There is a risk that a tall person will collide with one of the door corners and be lacerated or concussed. [Photographs are typical examples.]

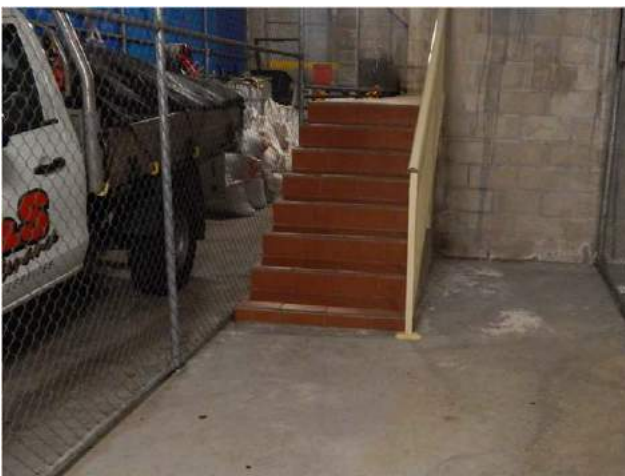
Recommended action: Request that the owners keep the doors closed when they are not being used for access purposes.



Item 9: Inconsistent step risers – Basement parking near car park lot 118

Hazard: The bottom riser is much lower than the other risers in the flight. This is not consistent with the Building Code of Australia, which only permits a variation of 5mm between adjacent risers and 10 mm within a flight. There is a risk that a person will misjudge the step height, resulting in their losing their balance and falling.

Recommended action: Either extend the bottom step to create a longer landing or create a ramp to remove the bottom step.



Item 10: Uneven paving – Driveway at multiple locations

Hazard: There are steps of up to 40 mm in the driveway surface at multiple locations, including at garage ramps and at the loading bay. The steps in the black surface are likely to be difficult to see at night. There is a risk that a person will trip on the uneven paving and fall.

Recommended action: Repair/relay the uneven section of driveway.





Item 11: Hole in kerb – Outside pool building

Hazard: There is a large hole in the kerb with rough edges. There is a risk that a person will trip on the hole and fall. There is a risk that a person in bare feet will be abraded if they step on the rough edges.

Recommended action: Repair the kerb.



Item 12: Uneven surface – Car wash bay

Hazard: The surface of the car wash bay is very uneven with wide gaps between the square blocks of paving. There is a risk that a person will trip on the uneven surface and fall.

Recommended action: Build up the level of the fill to create an even surface.



Item 13: Leaning fence – Behind units 25 to 30

Hazard: Sections of the fence have a significant lean. If these sections of the fence are structurally unsound, there is a risk that they will collapse under the weight of a person who leans against them or attempts to climb them.

Recommended action: Repair the fences.



Item 14: Electrical cord across floor – Gym

Hazard: There is an electrical cord running across the floor from a power point to a treadmill. There is a risk that a person will trip over the cord and fall.

Recommended action: Either run the cord under the carpet, install a floor socket or fasten the cord down under a cover that has gently sloped/ramped edges.



Item 15: Low height step – Basketball court

Hazard: There is an approximately 50 mm high step between the level of the path and the concrete slab at the gate to the basketball court. There is a risk that a person will trip on the exposed slab edge and fall.

Recommended action: Build up the level of the pavers to be even with the top of the slab.



Item 16: Protruding edging – Playground area

Hazard: The bark fill has subsided, leaving the edging between the bark and lawn exposed. The exposed edging is a similar colour to the bark. There is a risk that a person (particularly a running child) will trip on the step in level and fall. There may also be a risk that the compacted bark no longer provides the required degree of 'soft-fall' protection for children playing on the playground equipment.

Recommended action: Build-up the level of the bark to be even with the top of the edging. Ensure that the bed area around the equipment has a suitably uncompacted surface.



Item 17: Unprotected drop – Playground area

Hazard: There is a drop of over 1 meter high from the garden bed at the rear of the playground area. It is possible for a person (including a child) to walk through the garden bed to the edge of the drop.

Recommended action: Install a barrier along the top of the retaining wall. Alternatively, install a barrier along the path edge, from the boundary fence to the top of the retaining wall, to prevent access through the garden. (The barrier could be created using thick hedging plants.)



Item 18: Uneven paving – Rear path between units 17 & 23

Hazard: The surface of the path undulates and there are gaps between some of the pavers. There is a risk that a person will slip or trip on the pavers and fall.

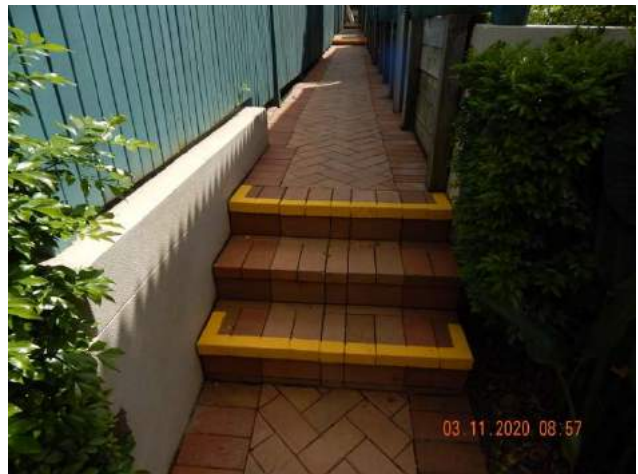
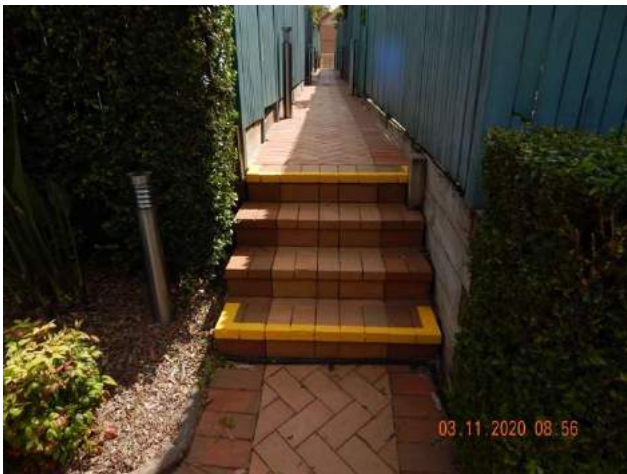
Recommended action: Relay the uneven section of pavers.



Item 19: Missing handrails – Steps at multiple locations throughout scheme

Hazard: There are multiple sets of steps in the access paths and at the courtyard gates which do not have a handrail. Some of the steps have 3 or more riser. For these steps a handrail is a mandatory requirement of the Building Code of Australia. There is an increased risk that a person will lose their balance on a set of the steps and fall because they do not have a handrail onto which they can hold. [Photographs are typical examples.]

Recommended action: Install handrails at all steps having two or more risers.





Item 20: Damaged retaining wall – Rear of Units 52 to 69

Hazard: The timber retaining wall is damaged and sections of the retaining wall are on a substantial angle. There is a risk that the retaining wall might collapse under the weight of a person standing on the wall or adjacent garden bed. There is a risk that a person may be cut or lacerated if they come into contact with an exposed nail end or damaged section of timber.

Recommended action: Repair/replace the damaged sections of retaining wall. Until this is done, remove or cover any exposed nail heads.



Item 21: Large lump of concrete and sharp pipe edges – Rear of units 52 to 69

Hazard: There is large lump of concrete protruding above the ground. The lump is a similar colour to its surrounds and could be difficult to see at night. There is also a pipe with sharp broken edges protruding above the ground nearby. There is a risk that a person will trip on the lump of concrete or pipe and

fall. There is a risk that a person will be cut or abraded if they come into contact with the broken pipe edges.

Recommended action: Remove the protruding lump of concrete. Cut off the pipe at ground level and then cap the pipe.



Item 22: Moss or Algae growing on ground – Lawn areas

Hazard: Moss or algae is growing on the ground at multiple locations throughout the lawn. The moss/algae is like to be slippery when wet. There is a risk that a person will slip on a patch of moss/algae and fall. [Photographs are typical examples.]

Recommended action: Treat the ground to remove the moss/algae.



Item 23: Uneven step and exposed sharp edges – Rear of units 70 to 87

Hazard: The soil has subsided, creating a large step of inconsistent height outside the doors of Distribution Board B3. The subsidence has also left ragged sections of concrete and mortar exposed around the bottom of the distribution board slab and the adjacent tiled entry landing. There is a risk that a person will misjudge the step at the distribution board, resulting in their falling. There is a risk that a person with open toed shoes will cut or abrade their foot on an exposed ragged edge.

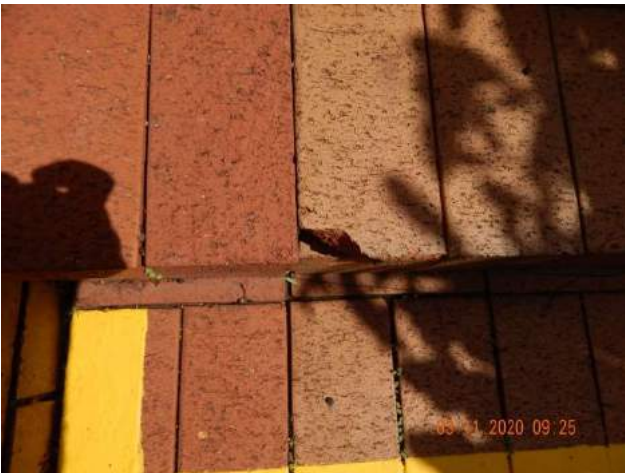
Recommended action: Build-up the soil to create an even step height and cover the jagged surfaces.



Item 24: Broken nosing pavers – Steps in walkway near units 127 to 130

Hazard: The corners of two of the pavers have broken off, creating an uneven step nosing. There is a risk that a person will slip and fall if they step down across a broken section of nosing.

Recommended action: Replace the broken pavers.



Item 25: Loose and damaged tiles – Steps to units 112 to 116

Hazard: The stair tiles are damaged and coming loose. If a tile (or the damaged section of a tile) falls off there is a risk that a person will trip or slip on the loose tile and fall.

Recommended action: Repair the tiles.



Item 26: Efflorescence on surface of stairs – Steps to units 108 to 111

Hazard: There is a build-up of efflorescence on the surface of the stairs. This is likely to be slippery, particularly when it is damp from rain or water seepage. There is a risk that a person will slip on the stairs and fall.

Recommended action: Clean the stairs and take remedial action to prevent the ongoing water seepage.



Item 27: Drain grate protruding above lawn – Lawn near units 31 to 51

Hazard: There is a large drain grate protruding 120 mm above the lawn. The drain surround has jagged broken edges. There is a risk that a person will trip on the drain grate surround and fall. There is a risk that a person will be abraded if they come into contact with the jagged edges.

Recommended action: Build up the surface of the lawn to be level with the drain grate surround.



Item 28: Tree roots protruding above ground – Open area between units 31 to 51 & 52 to 69

Hazard: There are large tree roots protruding up to 100 mm above the surface of the lawn. There is a risk that a person will trip on a tree root, particularly at night, resulting in their falling.

Recommended action: Build up the ground level to cover the tree roots.



Item 29: Uneven paving and protruding service pits – Public footpath at corner of Culloden Rd & Epping Hwy

Hazard: There are damaged and uneven sections of the public footpath. There are also service pits protruding above the lawn. There is a risk that a person will trip on the uneven paving or a service pit and fall. Although the paving is outside the scheme boundary, it has the potential to impact a person entering/exiting the scheme. In our opinion, it is appropriate for the owners corporation to take those steps reasonable within their power to manage the hazards.

Recommended action: Advise the council of the hazards and request that they take remedial action.





6. Monitoring

Following implementation of the risk control measures, a review and monitoring regime should be implemented to ensure that an acceptable level of risk reduction has been achieved and that no new hazards are introduced.

7.0 RISK ASSESSMENT SCHEDULE

Hazard Description			Risk Assessment													
			Probability					Consequence					Risk Rating	Risk Control	Implementation	Monitoring
Item	Description	Location	Certain	Very Likely	Possible	Unlikely	Rare	Catastrophic	Major	Moderate	Minor	Insignificant	Risk rises from 1 to 4 (highest)			
1	Build-up of contaminate on floor surface	Garage 1			*					*			3	Clean the floor to remove the surface contaminate. Clean this location regularly to remove new deposits.		
2	Ineffective safety marking	Entry to units 31 to 35				*				*			2	Replace the safety marking strip.		
3	Inadequate lighting	Entry steps to units 88 to 91 & units 92 to 130			*				*				4	Consult with a lighting designer and install lighting to fully illuminate the entry areas.		
4	Dark coloured entry step marking	Entries to units 52, 69, units 70 to 87, units 88 to 91				*				*			2	Highlight the step nosings with a brightly coloured safety strip.		
5	Chipped step nosings	Entry stairs to units 52 to 69			*				*				4	Repair/replace the damaged nosing tiles.		
6	Missing handrails	Units 52 to 69				*				*			2	Ensure that there are Building Code of Australia compliant handrails at all the steps.		
7	Mats of inappropriate design	Corridors throughout scheme			*					*			3	If the owners corporation permits mats to be placed on the common property, require		

Hazard Description			Risk Assessment											Risk Control	Implementation	Monitoring
			Probability					Consequence					Risk Rating			
Item	Description	Location	Certain	Very Likely	Possible	Unlikely	Rare	Catastrophic	Major	Moderate	Minor	Insignificant	Risk rises from 1 to 4 (highest)			
														them to have a non-trip edge, non-slip base and sit flat on the floor.		
8	Sharp, head height corners	Tilt-up garage doors				*			*				3	Request that the owners keep the doors closed when they are not being used for access purposes.		
9	Inconsistent step risers	Basement parking near car park lot 118				*				*			2	Either extend the bottom step to create a longer landing or create a ramp to remove the bottom step.		
10	Uneven paving	Driveway at multiple locations			*					*			3	Repair/relay the uneven section of driveway.		
11	Hole in kerb	Outside pool building			*					*			3	Repair the kerb.		
12	Uneven surface	Car wash bay			*					*			3	Build up the level of the fill to create an even surface.		
13	Leaning fence	Behind units 25 to 30				*			*				3	Repair the fences.		
14	Electrical cord across floor	Gym			*					*			3	Either run the cord under the carpet, install a floor socket or fasten the cord down under a cover that has gently sloped/ramped edges.		

Hazard Description			Risk Assessment													
			Probability					Consequence				Risk Rating	Risk Control	Implementation	Monitoring	
Item	Description	Location	Certain	Very Likely	Possible	Unlikely	Rare	Catastrophic	Major	Moderate	Minor	Insignificant				Risk rises from 1 to 4 (highest)
15	Low height step	Basketball court			*					*			3	Build up the level of the pavers to be even with the top of the slab.		
16	Protruding edging	Playground area			*					*			3	Build-up the level of the bark to be even with the top of the edging. Ensure that the bed area around the equipment has a suitably uncompacted surface.		
17	Unprotected drop	Playground area				*			*				3	Install a barrier along the top of the retaining wall. Alternatively, install a barrier along the path edge, from the boundary fence to the top of the retaining wall, to prevent access through the garden. (The barrier could be created using thick hedging plants.)		
18	Uneven paving	Rear path between units 17 & 23			*					*			3	Relay the uneven section of pavers.		
19	Missing handrails	Steps at multiple locations throughout scheme			*				*				4	Install handrails at all steps having two or more risers.		
20	Damaged retaining wall	Rear of Units 52 to 69				*			*				3	Repair/replace the damaged sections of retaining wall. Until this is done, remove or cover any exposed nail heads.		

Hazard Description			Risk Assessment													
			Probability					Consequence					Risk Rating	Risk Control	Implementation	Monitoring
Item	Description	Location	Certain	Very Likely	Possible	Unlikely	Rare	Catastrophic	Major	Moderate	Minor	Insignificant	Risk rises from 1 to 4 (highest)			
21	Large lump of concrete and sharp pipe edges	Rear of units 52 to 69				*				*			2	Remove the protruding lump of concrete. Cut off the pipe at ground level and then cap the pipe.		
22	Moss or Algae growing on ground	Lawn areas			*					*			3	Treat the ground to remove the moss/algae.		
23	Uneven step and exposed sharp edges	Rear of units 70 to 87				*				*			2	Build-up the soil to create an even step height and cover the jagged surfaces.		
24	Broken nosing pavers	Steps in walkway near units 127 to 130				*				*			2	Replace the broken pavers.		
25	Loose and damaged tiles	Steps to units 112 to 116				*			*				3	Repair the tiles.		
26	Efflorescence on surface of stairs	Steps to units 108 to 111			*				*				4	Clean the stairs and take remedial action to prevent the ongoing water seepage.		
27	Drain grate protruding above lawn	Lawn near units 31 to 51			*					*			3	Build up the surface of the lawn to be level with the drain grate surround.		
28	Tree roots protruding above ground	Open area between units 31 to 51 & 52 to 69			*					*			3	Build up the ground level to cover the tree roots.		

Hazard Description			Risk Assessment													
			Probability					Consequence				Risk Rating	Risk Control	Implementation	Monitoring	
Item	Description	Location	Certain	Very Likely	Possible	Unlikely	Rare	Catastrophic	Major	Moderate	Minor	Insignificant				Risk rises from 1 to 4 (highest)
29	Uneven paving and protruding service pits	Public footpath at corner of Culloden Rd			*					*			3	Advise the council of the hazards and request that they take remedial action.		

SUMMARY OF CONTRIBUTIONS

15 YEAR PLAN 15 YEAR FORECAST: Starting November 2020
for

MARSFIELD GARDENS SP 55170

Prepared by Leary & Partners Pty Ltd - Job No. 6533

Dated : 27 November 2020

Fund Balance @ November 2020: \$621,260.00

For the 12 month period ending	Total Contributions+	Expected Requirements	Fund Balance*	Interest less Tax
31/10/2021	\$190,764	\$234,039	\$582,182	\$4,197
31/10/2022	\$197,250	\$172,131	\$611,464	\$4,163
31/10/2023	\$203,956	\$154,280	\$665,594	\$4,454
31/10/2024	\$210,891	\$548,304	\$331,659	\$3,478
31/10/2025	\$218,061	\$260,054	\$291,840	\$2,175
31/10/2026	\$225,475	\$386,408	\$132,387	\$1,480
31/10/2027	\$233,141	\$126,148	\$240,681	\$1,301
31/10/2028	\$241,068	\$174,093	\$309,575	\$1,919
31/10/2029	\$249,264	\$129,221	\$432,206	\$2,587
31/10/2030	\$257,739	\$312,186	\$380,594	\$2,835
31/10/2031	\$266,502	\$168,939	\$481,162	\$3,006
31/10/2032	\$275,563	\$161,234	\$599,260	\$3,768
31/10/2033	\$284,933	\$154,698	\$734,146	\$4,651
31/10/2034	\$294,620	\$696,751	\$335,747	\$3,732
31/10/2035	\$304,637	\$333,979	\$308,652	\$2,248

*This balance includes interest earned on the fund balance and tax payable on these earnings.

We were advised that this scheme is registered for GST.

+GST needs to be added to the Total Contributions when levying the residents

Expected Inflation 3.50%

Contingency 10.00%

Interest 1.00%

Taxation 30.00%



INDEPENDENT AUDITOR'S REPORT
TO THE OWNERS OF STRATA PLAN 55170

Opinion

We have audited the financial report of Strata Plan 55170 which comprises the balance sheet as at 31 October, 2021, and the Income and Expenditure Statements for the Administrative and Capital Works Funds for the year then ended, and a summary of significant accounting policies.

In our opinion, the accompanying financial report presents fairly, in all material respects, the financial position of Strata Plan 55170 and its financial performance for the year then ended in accordance with the accounting policies described in Note 1 to the financial statements, and the requirements of the New South Wales Strata Schemes Management Act 2015. We have not audited the Statement of Key Financial information.

Basis for Opinion

We conducted our audit in accordance with Australian Auditing Standards. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial report section of our report. We are independent of the Strata Plan in accordance with the ethical requirements of the Accounting Professional and Ethical Standards Board's APES 110 Code of Ethics for Professional Accountants (the Code) that are relevant to our audit of the financial report in Australia, and we have fulfilled our other ethical responsibilities in accordance with the Code. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Emphasis of Matter – Basis of Accounting and Restriction on Distribution and Use

We draw attention to Note 1 to the financial report, which describes the basis of accounting. The financial report is prepared to assist the Strata Plan in complying with the financial reporting provisions of the New South Wales Strata Schemes Management Act 2015. As a result, the financial report may not be suitable for another purpose. Our opinion is not modified in respect of this matter.

Responsibilities of the Strata Committee for the Financial Report

The Strata Committee is responsible for the preparation of the financial report in accordance with the financial reporting provisions of the New South Wales Strata Schemes Management Act 2015 and for such internal control as the Strata Committee determines is necessary to enable the preparation of a financial report that is free from material misstatement, whether due to fraud or error.

The Strata Committee is responsible for overseeing the Strata Plan's financial reporting process.

Auditor's Responsibilities for the Audit of the Financial Report

Our objectives are to obtain reasonable assurance about whether the financial report as a whole is free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Australian Auditing Standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of this financial report.


As part of an audit in accordance with Australian Auditing Standards, we exercise professional judgement and maintain professional scepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial report, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Strata Plan's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.

We communicate with the Strata Committee regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.



THOMAS DAVIS & CO.



PARTNER

Chartered Accountants

SYDNEY,

23rd November, 2021



THE OWNERS OF STRATA PLAN 55170

NOTES TO AND FORMING PART OF THE FINANCIAL STATEMENTS
FOR THE FINANCIAL YEAR ENDED 31ST OCTOBER, 2021

NOTE 1 - STATEMENT OF SIGNIFICANT ACCOUNTING POLICIES

The Strata Plan is not a reporting entity and therefore the Financial Statements are a "Special Purpose Financial Report" pursuant to Australian Statements of Accounting Concepts since the only users of the Financial Statements are the Owners.

In accordance with the Strata Schemes Management Act 2015 the Financial Statements have been prepared on an accrual basis.

Balance Sheet

As at 31/10/2021

The Owners - Strata Plan No 55170

Marsfield Gardens, 94-116 Culloden Rd, MARSFIELD
NSW 2122

Current period

Owners' funds

Opening Balance--Admin	70,740.39
Operating Surplus/Deficit--Admin	(74,373.34)
	(3,632.95)
Opening Balance--Capital Works	518,830.85
Operating Surplus/Deficit--Capital Works	151,203.03
	670,033.88
Net owners' funds	\$666,400.93

Represented by:

Assets

Cash at Bank	338,876.28
Investments	473,755.41
Prepaid Expenses--Admin	2,666.26
Receivable--Levies	6,674.80
Receivable--Owners	1,267.56
Receivable--Sundry Debtor--Admin	2,626.17
Total assets	825,866.48

Less liabilities

Accrued Expenses--Admin	26,175.21
Creditor--GST	(2,911.10)
Deposits Received--Keys--Admin	34,240.00
Prepaid Levies	101,933.89
Prepaid Levies--Unallocated	27.55
Total liabilities	159,465.55

Net assets

\$666,400.93

Income & Expenditure Statement for the financial year to 31/10/2021

The Owners - Strata Plan No 55170

Marsfield Gardens, 94-116 Culloden Rd, MARSFIELD
NSW 2122

Administrative Fund

	Current period	Annual budget	Previous year
	01/11/2020-31/10/2021	01/11/2020-31/10/2021	01/11/2019-31/10/2020
Revenue			
Certificate & Search Fees	420.00	0.00	576.00
Interest on Arrears--Admin	1,171.76	0.00	1,106.05
Interest on Investments--Admin	57.07	0.00	189.54
Interest--Bank	0.00	0.00	113.69
Levies Due--Admin	399,996.90	400,000.00	478,811.51
Recoveries	57,372.98	74,000.00	74,000.01
Recovery--Legal Fees	3,127.80	1,000.00	602.15
<i>Total revenue</i>	<u>462,146.51</u>	<u>475,000.00</u>	<u>555,398.95</u>
Less expenses			
Administration-Application Fee	450.00	350.00	350.00
Administration-Audit Fees	460.00	500.00	500.00
Administration-Capital Works Fund Forecast	2,278.64	0.00	0.00
Administration-Contingency	0.00	0.00	3,048.00
Administration-Income Tax	2,697.00	3,700.00	3,645.00
Administration-Legal Costs	0.00	1,500.00	3,662.14
Administration-Petty Cash Expense	1,439.94	2,000.00	1,879.97
Administration-WH & S Report	1,500.00	1,667.27	0.00
Insurance-Premium	60,306.32	59,857.84	54,416.22
Insurance-Valuation	740.00	0.00	0.00
Maintenance-Facilities-General	0.00	500.00	220.00
Maintenance-Facilities-Gym	1,590.00	2,000.00	1,025.00
Maintenance-Facilities-Pool/Spa/Sauna	10,527.43	15,800.00	11,751.91
Maintenance-Fire Services	7,789.68	13,500.00	10,787.39
Maintenance-Garage Doors	2,559.10	3,200.00	3,168.18
Maintenance-Pest Control	4,220.00	5,500.00	5,120.00
Maintenance-Security Equipment	4,650.00	0.00	0.00
Management-Additional Fees	6,760.12	15,000.00	11,066.95
Management-Certificate Search Fees	420.00	0.00	576.00
Management-Combined fee	0.00	12,890.24	0.00
Management-Debt Recovery Fee	3,234.20	1,000.00	1,044.18
Management-Investment Account Mgmt	157.37	200.00	189.29
Management-Management Fee	36,363.96	28,096.75	36,092.75
Management-On Site-Management	89,529.00	77,000.00	76,850.00
Management-On Site-Office Expenses	4,699.20	3,500.00	3,496.45
Management-Repair Co-ordination	148.81	0.00	0.00
Repairs-Electrical	3,899.00	1,500.00	700.00
Repairs-Fire-Equipment	1,849.30	3,000.00	2,766.90

Administrative Fund

	Current period	Annual budget	Previous year
	01/11/2020-31/10/2021	01/11/2020-31/10/2021	01/11/2019-31/10/2020
Repairs-General	14,165.54	11,000.00	7,870.03
Repairs-Gutters & Downpipes	0.00	10,000.00	10,450.00
Repairs-Plumbing	7,738.39	12,000.00	11,596.74
Services-Cleaning-Carpet	2,080.00	2,000.00	1,450.00
Services-Cleaning-Contract	56,916.26	61,250.00	58,458.82
Services-Grounds-Contract	44,538.74	47,700.00	45,216.96
Telephone-General	869.50	1,200.00	1,109.71
Utilities-Electricity	42,773.53	37,672.00	44,868.00
Utilities-Gas	65,550.38	57,373.00	74,293.09
Utilities-Water Use	53,618.44	40,000.00	47,534.71
<i>Total expenses</i>	<i>536,519.85</i>	<i>532,457.10</i>	<i>535,204.39</i>
Surplus/Deficit	(74,373.34)	(57,457.10)	20,194.56
Opening balance	70,740.39	70,740.39	50,545.83
Closing balance	-\$3,632.95	\$13,283.29	\$70,740.39

Capital Works Fund

	Current period	Annual budget	Previous year
	01/11/2020-31/10/2021	01/11/2020-31/10/2021	01/11/2019-31/10/2020
Revenue			
Interest on Arrears--Capital Works	745.63	0.00	432.08
Interest on Investments--Capital Works	2,169.95	0.00	6,342.06
Interest--Bank	0.00	0.00	160.71
Levies Due--Capital Works	289,808.33	289,806.71	217,866.32
<i>Total revenue</i>	<u>292,723.91</u>	<u>289,806.71</u>	<u>224,801.17</u>
Less expenses			
Consulting-Engineer	3,225.00	5,000.00	420.00
Maintenance-Facilities-Pool/Spa/Sauna	0.00	6,000.00	0.00
Maintenance-Facilities-Tennis	0.00	20,000.00	2,134.10
Replacements/New-Driveways & Paths	0.00	20,000.00	21,554.25
Replacements/New-Electrical	22,661.00	15,000.00	27,231.00
Replacements/New-Facilities	1,340.91	5,000.00	1,818.18
Replacements/New-Fire-Equipment	9,699.28	10,000.00	8,490.00
Replacements/New-Floor Coverings	0.00	5,000.00	7,525.00
Replacements/New-Garage Doors	2,189.55	8,000.00	0.00
Replacements/New-General	51,344.73	40,000.00	74,472.47
Replacements/New-Painting	0.00	30,000.00	21,290.00
Replacements/New-Plumbing	7,168.50	10,000.00	11,295.45
Replacements/New-Plumbing-Hot Water System	0.00	10,000.00	7,160.00
Replacements/New-Pool-Spa-Gym	2,062.73	15,000.00	8,609.09
Replacements/New-Pumps	0.00	5,000.00	807.80
Replacements/New-Roof	6,008.00	100,000.00	93,136.00
Replacements/New-Security Equipment	26,453.00	30,000.00	21,016.29
Replacements/New-Windows	1,318.18	4,000.00	2,640.00
Services-Grounds-Tree Lopping/Removal	8,050.00	8,500.00	2,118.18
<i>Total expenses</i>	<u>141,520.88</u>	<u>346,500.00</u>	<u>311,717.81</u>
Surplus/Deficit	<u>151,203.03</u>	<u>(56,693.29)</u>	<u>(86,916.64)</u>
Opening balance	518,830.85	518,830.85	605,747.49
Closing balance	<u>\$670,033.88</u>	<u>\$462,137.56</u>	<u>\$518,830.85</u>

Levy Positions - Complete for the financial year to 31/10/2021

The Owners - Strata Plan No 55170

Marsfield Gardens, 94-116 Culloden Rd, MARSFIELD NSW 2122

Administrative Fund

Lot	Unit	Paid to	Standard levies				Special levies				Interest		GST due
			Due	Paid	Arrears	Advance	Due	Paid	Arrears	Advance	Due	Paid	
1	1	31/01/2022	5,957.44	5,957.44	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	541.59
2	2	31/10/2021	5,957.44	5,957.44	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	541.59
3	3	31/01/2022	5,957.44	7,446.80	0.00	1,489.36	0.00	0.00	0.00	0.00	0.00	0.00	541.59
4	5	31/01/2022	7,446.93	7,446.93	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.01	676.98
5	6	31/01/2022	4,468.42	5,585.52	0.00	1,117.10	0.00	0.00	0.00	0.00	0.00	0.00	406.23
6	7	31/01/2022	4,468.42	4,468.42	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	406.23
7	8	30/04/2021	4,468.42	3,422.78	1,045.64	0.00	0.00	0.00	0.00	0.00	26.09	76.37	406.23
8	9	31/01/2022	4,468.42	4,468.42	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	406.23
9	10	31/01/2022	4,468.42	5,585.52	0.00	1,117.10	0.00	0.00	0.00	0.00	0.00	0.00	406.23
10	11	31/10/2021	4,468.42	4,468.42	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	406.23
11	12	31/01/2022	5,957.88	5,957.88	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	541.61
12	13	31/10/2021	4,468.42	4,468.42	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	406.23
13	15	31/01/2022	5,957.88	5,957.88	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	541.61
14	16	31/01/2022	5,957.88	5,957.88	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	541.61
15	17	31/01/2022	7,447.37	9,309.21	0.00	1,861.84	0.00	0.00	0.00	0.00	0.00	0.00	677.03
16	18	31/10/2021	4,468.42	4,468.42	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	406.23
17	19	31/01/2022	4,468.42	5,585.52	0.00	1,117.10	0.00	0.00	0.00	0.00	0.00	0.00	406.23
18	20	31/01/2022	4,468.42	5,129.52	0.00	661.10	0.00	0.00	0.00	0.00	0.00	10.20	406.23
19	21	31/01/2022	4,468.42	4,468.42	0.00	0.00	0.00	0.00	0.00	0.00	0.00	42.02	406.23
20	22	31/01/2022	4,468.42	5,585.52	0.00	1,117.10	0.00	0.00	0.00	0.00	0.00	128.53	406.23

Administrative Fund

Lot	Unit	Paid to	Standard levies				Special levies				Interest		GST due
			Due	Paid	Arrears	Advance	Due	Paid	Arrears	Advance	Due	Paid	
21	23	31/01/2022	4,468.42	5,585.52	0.00	1,117.10	0.00	0.00	0.00	0.00	0.00	0.00	406.23
22	25	31/01/2022	5,957.88	6,102.38	0.00	144.50	0.00	0.00	0.00	0.00	0.00	24.38	541.61
23	26	31/01/2022	5,957.88	5,957.88	0.00	0.00	0.00	0.00	0.00	0.00	0.00	24.41	541.61
24	27	31/01/2022	5,957.88	7,447.35	0.00	1,489.47	0.00	0.00	0.00	0.00	0.00	0.00	541.61
25	28	31/01/2022	5,957.88	5,957.88	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	541.61
26	29	31/01/2022	5,957.88	7,447.35	0.00	1,489.47	0.00	0.00	0.00	0.00	0.00	0.00	541.61
27	30	31/01/2022	7,447.37	9,309.21	0.00	1,861.84	0.00	0.00	0.00	0.00	0.00	0.00	677.03
28	Stage	Unknown	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
29	Stage	Unknown	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
30	Stage	Unknown	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
31	Stage	Unknown	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
32	31	31/01/2022	3,482.48	4,353.10	0.00	870.62	0.00	0.00	0.00	0.00	0.00	0.00	316.61
33	32	31/01/2022	3,482.48	4,353.10	0.00	870.62	0.00	0.00	0.00	0.00	0.00	0.00	316.61
34	33	31/07/2021	3,482.48	2,997.49	484.99	0.00	0.00	0.00	0.00	0.00	12.10	39.10	316.61
35	35	31/01/2022	3,482.48	4,353.10	0.00	870.62	0.00	0.00	0.00	0.00	0.00	0.00	316.61
36	36	31/01/2022	3,482.48	4,353.10	0.00	870.62	0.00	0.00	0.00	0.00	0.00	0.00	316.61
37	37	31/01/2022	3,482.48	3,482.48	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	316.61
38	38	31/01/2022	3,482.48	3,482.48	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	316.61
39	39	31/01/2022	3,482.48	4,353.10	0.00	870.62	0.00	0.00	0.00	0.00	0.00	0.00	316.61
40	41	31/01/2022	3,482.48	4,353.10	0.00	870.62	0.00	0.00	0.00	0.00	0.00	0.00	316.61
41	42	31/01/2022	3,482.48	3,482.48	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	316.61
42	43	31/10/2021	3,482.48	3,482.48	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	316.61
43	45	31/01/2022	3,482.48	4,353.10	0.00	870.62	0.00	0.00	0.00	0.00	0.00	0.00	316.61
44	46	31/01/2022	3,482.48	3,726.34	0.00	243.86	0.00	0.00	0.00	0.00	0.00	33.06	316.61
45	47	31/01/2022	3,482.48	3,482.48	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	316.61
46	48	31/01/2022	3,482.48	4,353.10	0.00	870.62	0.00	0.00	0.00	0.00	0.00	0.23	316.61
47	49	31/01/2022	3,482.48	4,353.10	0.00	870.62	0.00	0.00	0.00	0.00	0.00	0.00	316.61

Administrative Fund

Lot	Unit	Paid to	Standard levies				Special levies				Interest		GST due
			Due	Paid	Arrears	Advance	Due	Paid	Arrears	Advance	Due	Paid	
48	50	31/01/2022	3,482.48	3,482.48	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	316.61
49	51	31/01/2022	3,482.48	3,482.48	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	316.61
50	52	31/01/2022	3,482.48	4,353.10	0.00	870.62	0.00	0.00	0.00	0.00	0.00	17.49	316.61
51	53	31/01/2022	3,482.48	4,353.10	0.00	870.62	0.00	0.00	0.00	0.00	0.00	0.00	316.61
52	54	31/10/2021	3,482.48	3,483.63	0.00	1.15	0.00	0.00	0.00	0.00	0.00	105.54	316.61
53	55	31/01/2022	3,482.48	4,353.10	0.00	870.62	0.00	0.00	0.00	0.00	0.00	0.00	316.61
54	56	31/01/2022	3,482.48	4,353.10	0.00	870.62	0.00	0.00	0.00	0.00	0.00	0.00	316.61
55	57	31/01/2022	3,482.48	4,353.10	0.00	870.62	0.00	0.00	0.00	0.00	0.00	37.71	316.61
56	58	31/01/2022	3,482.48	4,353.10	0.00	870.62	0.00	0.00	0.00	0.00	0.00	0.00	316.61
57	59	31/01/2022	3,482.48	4,353.10	0.00	870.62	0.00	0.00	0.00	0.00	0.00	0.00	316.61
58	60	31/01/2022	3,482.48	3,482.48	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	316.61
59	61	31/01/2022	3,482.48	4,353.10	0.00	870.62	0.00	0.00	0.00	0.00	0.00	0.00	316.61
60	62	31/01/2022	3,482.48	3,482.48	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	316.61
61	63	31/01/2022	3,482.48	3,482.48	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	316.61
62	64	31/01/2022	3,482.48	4,353.10	0.00	870.62	0.00	0.00	0.00	0.00	0.00	0.00	316.61
63	65	31/01/2022	3,482.48	3,482.48	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	316.61
64	66	31/01/2022	3,482.48	4,353.10	0.00	870.62	0.00	0.00	0.00	0.00	0.00	4.15	316.61
65	67	31/01/2022	3,482.48	4,353.10	0.00	870.62	0.00	0.00	0.00	0.00	0.00	0.00	316.61
66	68	31/07/2021	3,482.48	2,834.78	647.70	0.00	0.00	0.00	0.00	0.00	16.15	82.26	316.61
67	69	31/01/2022	3,482.48	3,482.48	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	316.61
68	70	31/01/2022	3,482.48	4,353.10	0.00	870.62	0.00	0.00	0.00	0.00	0.00	17.28	316.61
69	71	31/01/2022	3,482.48	4,353.10	0.00	870.62	0.00	0.00	0.00	0.00	0.00	0.00	316.61
70	72	31/01/2022	3,482.48	3,482.48	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	316.61
71	73	31/01/2022	3,482.48	3,482.48	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	316.61
72	74	31/01/2022	3,482.48	3,482.49	0.00	0.01	0.00	0.00	0.00	0.00	0.00	0.00	316.61
73	75	31/01/2022	3,482.48	3,482.48	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	316.61

Administrative Fund

Lot	Unit	Paid to	Standard levies				Special levies				Interest		GST due
			Due	Paid	Arrears	Advance	Due	Paid	Arrears	Advance	Due	Paid	
74	76	31/10/2021	3,482.48	3,311.22	171.26	0.00	0.00	0.00	0.00	0.00	0.00	0.00	316.61
75	77	31/01/2022	3,482.48	4,353.10	0.00	870.62	0.00	0.00	0.00	0.00	0.00	0.00	316.61
76	78	31/01/2022	3,482.48	4,353.10	0.00	870.62	0.00	0.00	0.00	0.00	0.00	0.00	316.61
77	79	31/01/2022	3,482.48	4,353.10	0.00	870.62	0.00	0.00	0.00	0.00	0.00	0.00	316.61
78	80	31/01/2022	3,482.48	4,353.10	0.00	870.62	0.00	0.00	0.00	0.00	0.00	28.73	316.61
79	81	31/10/2021	3,482.48	3,489.64	0.00	7.16	0.00	0.00	0.00	0.00	0.00	41.51	316.61
80	82	31/07/2021	3,482.48	2,673.73	808.75	0.00	0.00	0.00	0.00	0.00	20.17	0.00	316.61
81	83	31/01/2022	3,482.48	3,482.48	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	316.61
82	84	31/01/2022	3,482.48	4,353.10	0.00	870.62	0.00	0.00	0.00	0.00	0.00	0.00	316.61
83	85	31/01/2022	3,482.48	3,482.48	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	316.61
84	86	31/07/2021	3,482.48	3,482.47	0.01	0.00	0.00	0.00	0.00	0.00	0.00	11.61	316.61
85	87	31/01/2022	3,482.48	4,353.10	0.00	870.62	0.00	0.00	0.00	0.00	0.00	0.00	316.61
86	88	31/01/2022	3,482.48	3,482.44	0.04	0.00	0.00	0.00	0.00	0.00	0.00	19.33	316.61
87	89	31/01/2022	3,482.48	3,482.48	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.17	316.61
88	90	31/01/2022	3,482.48	4,353.10	0.00	870.62	0.00	0.00	0.00	0.00	0.00	0.00	316.61
89	93	31/01/2022	3,482.48	4,353.10	0.00	870.62	0.00	0.00	0.00	0.00	0.00	0.00	316.61
90	92	31/01/2022	3,482.48	3,482.38	0.10	0.00	0.00	0.00	0.00	0.00	0.00	7.38	316.61
91	91	31/01/2022	3,482.48	4,353.10	0.00	870.62	0.00	0.00	0.00	0.00	0.00	0.00	316.61
92	94	31/07/2021	3,482.48	2,695.14	787.34	0.00	0.00	0.00	0.00	0.00	(0.20)	104.31	316.61
93	95	31/01/2022	3,482.48	3,482.48	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	316.61
94	96	31/01/2022	3,482.48	4,353.10	0.00	870.62	0.00	0.00	0.00	0.00	0.00	19.67	316.61
95	97	31/01/2022	3,482.48	3,482.48	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	316.61
96	98	31/01/2022	3,482.48	4,353.10	0.00	870.62	0.00	0.00	0.00	0.00	0.00	0.00	316.61
97	99	31/10/2021	3,482.48	4,353.09	0.00	870.61	0.00	0.00	0.00	0.00	0.00	0.00	316.61
98	100	31/01/2022	3,482.48	4,353.10	0.00	870.62	0.00	0.00	0.00	0.00	0.00	0.00	316.61
99	101	31/01/2022	3,482.48	4,353.10	0.00	870.62	0.00	0.00	0.00	0.00	0.00	0.00	316.61
100	102	31/01/2022	3,482.48	4,353.10	0.00	870.62	0.00	0.00	0.00	0.00	0.00	0.00	316.61

Administrative Fund

Lot	Unit	Paid to	Standard levies				Special levies				Interest		GST due
			Due	Paid	Arrears	Advance	Due	Paid	Arrears	Advance	Due	Paid	
101	103	31/01/2022	3,482.48	4,353.10	0.00	870.62	0.00	0.00	0.00	0.00	0.00	12.41	316.61
102	104	31/01/2022	3,482.48	3,482.48	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	316.61
103	105	31/01/2022	3,482.48	3,482.48	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	316.61
104	106	31/01/2022	3,482.48	4,353.10	0.00	870.62	0.00	0.00	0.00	0.00	0.00	0.00	316.61
105	107	31/01/2022	3,482.48	3,482.48	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	316.61
106	108	31/01/2022	3,482.48	3,482.48	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	316.61
107	109	31/01/2022	3,482.48	4,353.10	0.00	870.62	0.00	0.00	0.00	0.00	0.00	0.00	316.61
108	110	31/01/2022	3,482.48	3,482.48	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	316.61
109	111	31/10/2021	3,482.48	3,501.26	0.00	18.78	0.00	0.00	0.00	0.00	0.00	10.17	316.61
110	112	31/10/2021	3,482.48	3,482.48	0.00	0.00	0.00	0.00	0.00	0.00	0.00	22.86	316.61
111	113	31/01/2022	3,482.48	4,353.10	0.00	870.62	0.00	0.00	0.00	0.00	0.00	0.00	316.61
112	115	31/01/2022	3,482.48	4,353.10	0.00	870.62	0.00	0.00	0.00	0.00	0.00	0.00	316.61
113	116	31/10/2021	3,482.48	3,482.48	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	316.61
114	117	31/01/2022	3,482.48	3,482.48	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	316.61
115	118	31/01/2022	3,482.48	3,482.48	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	316.61
116	119	31/01/2022	3,482.48	4,353.10	0.00	870.62	0.00	0.00	0.00	0.00	0.00	0.00	316.61
117	120	31/01/2022	3,482.48	4,353.10	0.00	870.62	0.00	0.00	0.00	0.00	0.00	0.00	316.61
118	121	31/01/2022	4,468.42	5,585.52	0.00	1,117.10	0.00	0.00	0.00	0.00	0.00	0.00	406.23
119	122	31/01/2022	3,482.48	4,353.10	0.00	870.62	0.00	0.00	0.00	0.00	0.00	0.00	316.61
120	123	31/01/2022	3,482.48	4,353.10	0.00	870.62	0.00	0.00	0.00	0.00	0.00	13.22	316.61
121	125	31/01/2022	3,482.48	4,353.10	0.00	870.62	0.00	0.00	0.00	0.00	0.00	0.00	316.61
122	126	31/01/2022	3,482.48	4,353.10	0.00	870.62	0.00	0.00	0.00	0.00	0.00	0.00	316.61
123	127	31/01/2022	3,482.48	4,353.10	0.00	870.62	0.00	0.00	0.00	0.00	0.00	0.00	316.61
124	128	31/01/2022	3,482.48	3,482.48	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	316.61
125	129	31/01/2022	3,482.48	4,353.10	0.00	870.62	0.00	0.00	0.00	0.00	0.00	10.70	316.61
126	130	31/01/2022	3,482.48	4,353.10	0.00	870.62	0.00	0.00	0.00	0.00	0.00	0.00	316.61

Administrative Fund

Lot	Unit	Paid to	Standard levies				Special levies				Interest		GST due
			Due	Paid	Arrears	Advance	Due	Paid	Arrears	Advance	Due	Paid	
127	131	31/10/2021	7,447.37	7,447.45	0.00	0.08	0.00	0.00	0.00	0.00	0.00	214.27	677.03
128	132	31/01/2022	4,468.42	5,585.52	0.00	1,117.10	0.00	0.00	0.00	0.00	0.00	0.00	406.23
129	133	31/01/2022	4,468.42	5,585.52	0.00	1,117.10	0.00	0.00	0.00	0.00	0.00	0.00	406.23
130	135	31/10/2021	4,468.42	4,445.14	23.28	0.00	0.00	0.00	0.00	0.00	0.00	12.85	406.23
131	136	31/01/2022	4,468.42	4,468.91	0.00	0.49	0.00	0.00	0.00	0.00	0.00	0.00	406.23
			503,109.08	561,747.49	3,969.11	62,607.52	0.00	0.00	0.00	0.00	74.31	1,191.93	45,739.20
Due Excl. GST			457,369.88	0.00									

Capital Works Fund

Lot	Unit	Paid to	Standard levies				Special levies				Interest		GST due
			Due	Paid	Arrears	Advance	Due	Paid	Arrears	Advance	Due	Paid	
1	1	31/01/2022	4,167.15	4,167.15	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	378.82
2	2	31/10/2021	4,167.15	4,167.15	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	378.82
3	3	31/01/2022	4,167.15	5,208.94	0.00	1,041.79	0.00	0.00	0.00	0.00	0.00	0.00	378.82
4	5	31/01/2022	5,208.95	5,208.95	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	473.54
5	6	31/01/2022	3,125.36	3,906.70	0.00	781.34	0.00	0.00	0.00	0.00	0.00	0.00	284.13
6	7	31/01/2022	3,125.36	3,125.36	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	284.13
7	8	31/07/2021	3,125.36	2,279.37	845.99	0.00	0.00	0.00	0.00	0.00	21.09	46.64	284.13
8	9	31/01/2022	3,125.36	3,125.36	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	284.13
9	10	31/01/2022	3,125.36	3,906.70	0.00	781.34	0.00	0.00	0.00	0.00	0.00	0.00	284.13
10	11	31/10/2021	3,125.36	3,125.36	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	284.13
11	12	31/01/2022	4,167.15	4,167.15	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	378.82
12	13	31/10/2021	3,125.36	3,125.36	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	284.13
13	15	31/01/2022	4,167.15	4,167.15	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	378.82
14	16	31/01/2022	4,167.15	4,167.15	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	378.82
15	17	31/01/2022	5,208.95	6,511.19	0.00	1,302.24	0.00	0.00	0.00	0.00	0.00	0.00	473.54
16	18	31/10/2021	3,125.36	3,125.36	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	284.13
17	19	31/01/2022	3,125.36	3,906.70	0.00	781.34	0.00	0.00	0.00	0.00	0.00	0.00	284.13
18	20	31/01/2022	3,125.36	3,604.34	0.00	478.98	0.00	0.00	0.00	0.00	0.00	8.11	284.13
19	21	31/01/2022	3,125.36	3,125.36	0.00	0.00	0.00	0.00	0.00	0.00	0.00	25.25	284.13
20	22	31/01/2022	3,125.36	3,906.70	0.00	781.34	0.00	0.00	0.00	0.00	0.00	104.30	284.13
21	23	31/01/2022	3,125.36	3,906.70	0.00	781.34	0.00	0.00	0.00	0.00	0.00	0.00	284.13
22	25	31/01/2022	4,167.15	4,271.85	0.00	104.70	0.00	0.00	0.00	0.00	0.00	19.78	378.82
23	26	31/01/2022	4,167.15	4,167.15	0.00	0.00	0.00	0.00	0.00	0.00	0.00	19.78	378.82
24	27	31/01/2022	4,167.15	5,208.94	0.00	1,041.79	0.00	0.00	0.00	0.00	0.00	0.00	378.82
25	28	31/01/2022	4,167.15	4,167.15	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	378.82
26	29	31/01/2022	4,167.15	5,208.94	0.00	1,041.79	0.00	0.00	0.00	0.00	0.00	0.00	378.82
27	30	31/01/2022	5,208.95	6,511.19	0.00	1,302.24	0.00	0.00	0.00	0.00	0.00	0.00	473.54

Capital Works Fund

Lot	Unit	Paid to	Standard levies				Special levies				Interest		GST due
			Due	Paid	Arrears	Advance	Due	Paid	Arrears	Advance	Due	Paid	
28	Stage	Unknown	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
29	Stage	Unknown	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
30	Stage	Unknown	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
31	Stage	Unknown	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
32	31	31/01/2022	2,083.59	2,604.48	0.00	520.89	0.00	0.00	0.00	0.00	0.00	0.00	189.41
33	32	31/01/2022	2,083.59	2,604.48	0.00	520.89	0.00	0.00	0.00	0.00	0.00	0.00	189.41
34	33	31/07/2021	2,083.59	1,791.43	292.16	0.00	0.00	0.00	0.00	0.00	7.28	18.27	189.41
35	35	31/01/2022	2,083.59	2,604.48	0.00	520.89	0.00	0.00	0.00	0.00	0.00	0.00	189.41
36	36	31/01/2022	2,083.59	2,604.48	0.00	520.89	0.00	0.00	0.00	0.00	0.00	0.00	189.41
37	37	31/01/2022	2,083.59	2,083.59	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	189.41
38	38	31/01/2022	2,083.59	2,083.59	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	189.41
39	39	31/01/2022	2,083.59	2,604.48	0.00	520.89	0.00	0.00	0.00	0.00	0.00	0.00	189.41
40	41	31/01/2022	2,083.59	2,604.48	0.00	520.89	0.00	0.00	0.00	0.00	0.00	0.00	189.41
41	42	31/01/2022	2,083.59	2,083.59	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	189.41
42	43	31/10/2021	2,083.59	2,083.59	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	189.41
43	45	31/01/2022	2,083.59	2,604.48	0.00	520.89	0.00	0.00	0.00	0.00	0.00	0.00	189.41
44	46	31/01/2022	2,083.59	2,260.29	0.00	176.70	0.00	0.00	0.00	0.00	0.00	14.68	189.41
45	47	31/01/2022	2,083.59	2,083.59	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	189.41
46	48	31/01/2022	2,083.59	2,604.48	0.00	520.89	0.00	0.00	0.00	0.00	0.00	0.00	189.41
47	49	31/01/2022	2,083.59	2,604.48	0.00	520.89	0.00	0.00	0.00	0.00	0.00	0.00	189.41
48	50	31/01/2022	2,083.59	2,083.59	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	189.41
49	51	31/01/2022	2,083.59	2,083.59	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	189.41
50	52	31/01/2022	2,083.59	2,604.48	0.00	520.89	0.00	0.00	0.00	0.00	0.00	11.28	189.41
51	53	31/01/2022	2,083.59	2,604.48	0.00	520.89	0.00	0.00	0.00	0.00	0.00	0.00	189.41
52	54	31/10/2021	2,083.59	2,084.43	0.00	0.84	0.00	0.00	0.00	0.00	0.00	51.84	189.41
53	55	31/01/2022	2,083.59	2,604.48	0.00	520.89	0.00	0.00	0.00	0.00	0.00	0.00	189.41

Capital Works Fund

Lot	Unit	Paid to	Standard levies				Special levies				Interest		GST due
			Due	Paid	Arrears	Advance	Due	Paid	Arrears	Advance	Due	Paid	
54	56	31/01/2022	2,083.59	2,604.48	0.00	520.89	0.00	0.00	0.00	0.00	0.00	0.00	189.41
55	57	31/01/2022	2,083.59	2,604.48	0.00	520.89	0.00	0.00	0.00	0.00	0.00	17.74	189.41
56	58	31/01/2022	2,083.59	2,604.48	0.00	520.89	0.00	0.00	0.00	0.00	0.00	0.00	189.41
57	59	31/01/2022	2,083.59	2,604.48	0.00	520.89	0.00	0.00	0.00	0.00	0.00	0.00	189.41
58	60	31/01/2022	2,083.59	2,083.59	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	189.41
59	61	31/01/2022	2,083.59	2,604.48	0.00	520.89	0.00	0.00	0.00	0.00	0.00	0.00	189.41
60	62	31/01/2022	2,083.59	2,083.59	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	189.41
61	63	31/01/2022	2,083.59	2,083.59	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	189.41
62	64	31/01/2022	2,083.59	2,604.48	0.00	520.89	0.00	0.00	0.00	0.00	0.00	0.00	189.41
63	65	31/01/2022	2,083.59	2,083.59	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	189.41
64	66	31/01/2022	2,083.59	2,604.48	0.00	520.89	0.00	0.00	0.00	0.00	0.00	2.26	189.41
65	67	31/01/2022	2,083.59	2,604.48	0.00	520.89	0.00	0.00	0.00	0.00	0.00	0.00	189.41
66	68	31/07/2021	2,083.59	1,654.81	428.78	0.00	0.00	0.00	0.00	0.00	10.69	36.59	189.41
67	69	31/01/2022	2,083.59	2,083.59	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	189.41
68	70	31/01/2022	2,083.59	2,604.48	0.00	520.89	0.00	0.00	0.00	0.00	0.00	12.05	189.41
69	71	31/01/2022	2,083.59	2,604.48	0.00	520.89	0.00	0.00	0.00	0.00	0.00	0.00	189.41
70	72	31/01/2022	2,083.59	2,083.59	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	189.41
71	73	31/01/2022	2,083.59	2,083.59	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	189.41
72	74	31/01/2022	2,083.59	2,083.59	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	189.41
73	75	31/01/2022	2,083.59	2,083.59	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	189.41
74	76	31/01/2022	2,083.59	2,054.85	28.74	0.00	0.00	0.00	0.00	0.00	0.00	0.00	189.41
75	77	31/01/2022	2,083.59	2,604.48	0.00	520.89	0.00	0.00	0.00	0.00	0.00	0.00	189.41
76	78	31/01/2022	2,083.59	2,604.48	0.00	520.89	0.00	0.00	0.00	0.00	0.00	0.00	189.41
77	79	31/01/2022	2,083.59	2,604.48	0.00	520.89	0.00	0.00	0.00	0.00	0.00	0.00	189.41
78	80	31/01/2022	2,083.59	2,604.48	0.00	520.89	0.00	0.00	0.00	0.00	0.00	20.02	189.41
79	81	31/10/2021	2,083.59	2,088.78	0.00	5.19	0.00	0.00	0.00	0.00	0.00	19.20	189.41
80	82	31/07/2021	2,083.59	1,519.59	564.00	0.00	0.00	0.00	0.00	0.00	14.06	0.00	189.41

Capital Works Fund

Lot	Unit	Paid to	Standard levies				Special levies				Interest		GST due
			Due	Paid	Arrears	Advance	Due	Paid	Arrears	Advance	Due	Paid	
81	83	31/01/2022	2,083.59	2,083.59	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	189.41
82	84	31/01/2022	2,083.59	2,604.48	0.00	520.89	0.00	0.00	0.00	0.00	0.00	0.00	189.41
83	85	31/01/2022	2,083.59	2,083.59	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	189.41
84	86	31/10/2021	2,083.59	2,083.59	0.00	0.00	0.00	0.00	0.00	0.00	0.00	7.57	189.41
85	87	31/01/2022	2,083.59	2,604.48	0.00	520.89	0.00	0.00	0.00	0.00	0.00	0.00	189.41
86	88	31/01/2022	2,083.59	2,083.59	0.00	0.00	0.00	0.00	0.00	0.00	0.00	9.12	189.41
87	89	31/01/2022	2,083.59	2,083.59	0.00	0.00	0.00	0.00	0.00	0.00	0.00	14.06	189.41
88	90	31/01/2022	2,083.59	2,604.48	0.00	520.89	0.00	0.00	0.00	0.00	0.00	0.00	189.41
89	93	31/01/2022	2,083.59	2,604.48	0.00	520.89	0.00	0.00	0.00	0.00	0.00	0.00	189.41
90	92	31/01/2022	2,083.59	2,083.59	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4.94	189.41
91	91	31/01/2022	2,083.59	2,604.48	0.00	520.89	0.00	0.00	0.00	0.00	0.00	0.00	189.41
92	94	31/07/2021	2,083.59	1,537.57	546.02	0.00	0.00	0.00	0.00	0.00	(0.15)	71.80	189.41
93	95	31/01/2022	2,083.59	2,083.59	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	189.41
94	96	31/01/2022	2,083.59	2,604.48	0.00	520.89	0.00	0.00	0.00	0.00	0.00	7.30	189.41
95	97	31/01/2022	2,083.59	2,083.59	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	189.41
96	98	31/01/2022	2,083.59	2,604.48	0.00	520.89	0.00	0.00	0.00	0.00	0.00	0.00	189.41
97	99	31/01/2022	2,083.59	2,604.48	0.00	520.89	0.00	0.00	0.00	0.00	0.00	0.00	189.41
98	100	31/01/2022	2,083.59	2,604.48	0.00	520.89	0.00	0.00	0.00	0.00	0.00	0.00	189.41
99	101	31/01/2022	2,083.59	2,604.48	0.00	520.89	0.00	0.00	0.00	0.00	0.00	0.00	189.41
100	102	31/01/2022	2,083.59	2,604.48	0.00	520.89	0.00	0.00	0.00	0.00	0.00	0.00	189.41
101	103	31/01/2022	2,083.59	2,604.48	0.00	520.89	0.00	0.00	0.00	0.00	0.00	8.65	189.41
102	104	31/01/2022	2,083.59	2,083.59	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	189.41
103	105	31/01/2022	2,083.59	2,083.59	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	189.41
104	106	31/01/2022	2,083.59	2,604.48	0.00	520.89	0.00	0.00	0.00	0.00	0.00	0.00	189.41
105	107	31/01/2022	2,083.59	2,083.59	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	189.41
106	108	31/01/2022	2,083.59	2,083.59	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	189.41

Capital Works Fund

Lot	Unit	Paid to	Standard levies				Special levies				Interest		GST due
			Due	Paid	Arrears	Advance	Due	Paid	Arrears	Advance	Due	Paid	
107	109	31/01/2022	2,083.59	2,604.48	0.00	520.89	0.00	0.00	0.00	0.00	0.00	0.00	189.41
108	110	31/01/2022	2,083.59	2,083.59	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	189.41
109	111	31/10/2021	2,083.59	2,097.19	0.00	13.60	0.00	0.00	0.00	0.00	0.00	3.75	189.41
110	112	31/10/2021	2,083.59	2,083.59	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8.48	189.41
111	113	31/01/2022	2,083.59	2,604.48	0.00	520.89	0.00	0.00	0.00	0.00	0.00	0.00	189.41
112	115	31/01/2022	2,083.59	2,604.48	0.00	520.89	0.00	0.00	0.00	0.00	0.00	0.00	189.41
113	116	31/10/2021	2,083.59	2,083.59	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	189.41
114	117	31/01/2022	2,083.59	2,083.59	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	189.41
115	118	31/01/2022	2,083.59	2,083.59	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	189.41
116	119	31/01/2022	2,083.59	2,604.48	0.00	520.89	0.00	0.00	0.00	0.00	0.00	0.00	189.41
117	120	31/01/2022	2,083.59	2,604.48	0.00	520.89	0.00	0.00	0.00	0.00	0.00	0.00	189.41
118	121	31/01/2022	3,125.36	3,906.70	0.00	781.34	0.00	0.00	0.00	0.00	0.00	0.00	284.13
119	122	31/01/2022	2,083.59	2,604.48	0.00	520.89	0.00	0.00	0.00	0.00	0.00	0.00	189.41
120	123	31/01/2022	2,083.59	2,604.48	0.00	520.89	0.00	0.00	0.00	0.00	0.00	4.83	189.41
121	125	31/01/2022	2,083.59	2,604.48	0.00	520.89	0.00	0.00	0.00	0.00	0.00	0.00	189.41
122	126	31/01/2022	2,083.59	2,604.48	0.00	520.89	0.00	0.00	0.00	0.00	0.00	0.00	189.41
123	127	31/01/2022	2,083.59	2,604.48	0.00	520.89	0.00	0.00	0.00	0.00	0.00	0.00	189.41
124	128	31/01/2022	2,083.59	2,083.59	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	189.41
125	129	31/01/2022	2,083.59	2,604.48	0.00	520.89	0.00	0.00	0.00	0.00	0.00	7.11	189.41
126	130	31/01/2022	2,083.59	2,604.48	0.00	520.89	0.00	0.00	0.00	0.00	0.00	0.00	189.41
127	131	31/10/2021	5,208.95	5,209.00	0.00	0.05	0.00	0.00	0.00	0.00	0.00	173.86	473.54
128	132	31/01/2022	3,125.36	3,906.70	0.00	781.34	0.00	0.00	0.00	0.00	0.00	0.00	284.13
129	133	31/01/2022	3,125.36	3,906.70	0.00	781.34	0.00	0.00	0.00	0.00	0.00	0.00	284.13
130	135	31/01/2022	3,125.36	3,125.36	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.43	284.13
131	136	31/01/2022	3,125.36	3,125.71	0.00	0.35	0.00	0.00	0.00	0.00	0.00	0.00	284.13

Capital Works Fund

Lot	Unit	Paid to	Standard levies				Special levies				Interest		GST due
			Due	Paid	Arrears	Advance	Due	Paid	Arrears	Advance	Due	Paid	
			318,788.39	355,409.07	2,705.69	39,326.37	0.00	0.00	0.00	0.00	52.97	759.69	28,980.06
		Due Excl. GST	289,808.33				0.00						

Unallocated Money Fund

Lot	Unit	Overpayment	Lot	Unit	Overpayment	Lot	Unit	Overpayment
53	55	8.49	78	80	10.46	122	126	8.60
Total unallocated money		27.55						

Proposed Budget to apply from 01/11/2021

The Owners - Strata Plan No 55170

Marsfield Gardens, 94-116 Culloden Rd, MARSFIELD
NSW 2122

Administrative Fund

		Proposed budget	Actual 01/11/2020-31/10/2021	Previous budget
Revenue				
142100	Certificate & Search Fees	0.00	420.00	0.00
142500	Interest on Arrears--Admin	0.00	1,171.76	0.00
142600	Interest on Investments--Admin	0.00	57.07	0.00
143000	Levies Due--Admin	460,000.00	399,996.90	400,000.00
145000	Recoveries	57,372.00	57,372.98	74,000.00
145002	Recovery--Legal Fees	1,500.00	3,127.80	1,000.00
	<i>Total revenue</i>	518,872.00	462,146.51	475,000.00
Less expenses				
150100	Administration-Application Fee	450.00	450.00	350.00
150150	Administration-Audit Fees	460.00	460.00	500.00
151050	Administration-Capital Works Fund Forecast	0.00	2,278.64	0.00
150500	Administration-Income Tax	2,697.00	2,697.00	3,700.00
150700	Administration-Legal Costs	0.00	0.00	1,500.00
150950	Administration-Petty Cash Expense	2,000.00	1,439.94	2,000.00
150900	Administration-WH & S Report	0.00	1,500.00	1,667.27
154000	Insurance-Premium	66,336.95	60,306.32	59,857.84
154050	Insurance-Valuation	0.00	740.00	0.00
156550	Maintenance-Facilities-General	0.00	0.00	500.00
156600	Maintenance-Facilities-Gym	2,000.00	1,590.00	2,000.00
156700	Maintenance-Facilities-Pool/Spa/Sauna	10,500.00	10,527.43	15,800.00
156900	Maintenance-Fire Services	13,500.00	7,789.68	13,500.00
157200	Maintenance-Garage Doors	3,000.00	2,559.10	3,200.00
158000	Maintenance-Pest Control	4,500.00	4,220.00	5,500.00
158150	Maintenance-Security Equipment	4,000.00	4,650.00	0.00
160000	Management-Additional Fees	15,000.00	6,760.12	15,000.00
160150	Management-Certificate Search Fees	0.00	420.00	0.00
160420	Management-Combined fee	0.00	0.00	12,890.24
160200	Management-Debt Recovery Fee	3,000.00	3,234.20	1,000.00
160275	Management-Investment Account Mgmt	200.00	157.37	200.00
160400	Management-Management Fee	40,069.32	36,363.96	28,096.75
161000	Management-On Site-Management	97,500.00	89,529.00	77,000.00
161050	Management-On Site-Office Expenses	3,500.00	4,699.20	3,500.00
161250	Management-Repair Co-ordination	0.00	148.81	0.00
164150	Repairs-Electrical	4,000.00	3,899.00	1,500.00
164400	Repairs-Fire-Equipment	2,000.00	1,849.30	3,000.00
164600	Repairs-General	11,000.00	14,165.54	11,000.00
164700	Repairs-Gutters & Downpipes	5,000.00	0.00	10,000.00
165300	Repairs-Plumbing	10,000.00	7,738.39	12,000.00

Administrative Fund

	Proposed budget	Actual 01/11/2020-31/10/2021	Previous budget
167000 Services-Cleaning-Carpet	2,000.00	2,080.00	2,000.00
167050 Services-Cleaning-Contract	100,000.00	56,916.26	61,250.00
167350 Services-Grounds-Contract	0.00	44,538.74	47,700.00
173150 Telephone-General	1,000.00	869.50	1,200.00
175000 Utilities-Electricity	40,000.00	42,773.53	37,672.00
175050 Utilities-Gas	60,000.00	65,550.38	57,373.00
175150 Utilities-Water Use	50,000.00	53,618.44	40,000.00
<i>Total expenses</i>	<u>553,713.27</u>	<u>536,519.85</u>	<u>532,457.10</u>
Surplus/Deficit	<u>(34,841.27)</u>	<u>(74,373.34)</u>	<u>(57,457.10)</u>
Opening balance	(3,632.95)	70,740.39	70,740.39
Closing balance	<u>-\$38,474.22</u>	<u>-\$3,632.95</u>	<u>\$13,283.29</u>
Total units of entitlement	306		306
Levy contribution per unit entitlement	\$1,653.59		\$1,437.91
Budgeted standard levy revenue	460,000.00		400,000.00
Add GST	46,000.00		40,000.00
Amount to raise in levies including GST	<u>\$506,000.00</u>		<u>\$440,000.00</u>

Capital Works Fund**Proposed
budget**

01/11/2020-31/10/2021

Actual**Previous
budget****Revenue**

242500	Interest on Arrears--Capital Works	0.00	745.63	0.00
242600	Interest on Investments--Capital Works	0.00	2,169.95	0.00
243000	Levies Due--Capital Works	274,297.04	289,808.33	289,806.71
<i>Total revenue</i>		274,297.04	292,723.91	289,806.71

Less expenses

253100	Consulting-Engineer	10,000.00	3,225.00	5,000.00
256700	Maintenance-Facilities-Pool/Spa/Sauna	15,000.00	0.00	6,000.00
256860	Maintenance-Facilities-Tennis	25,000.00	0.00	20,000.00
264100	Replacements/New-Driveways & Paths	60,000.00	0.00	20,000.00
264150	Replacements/New-Electrical	50,000.00	22,661.00	15,000.00
264250	Replacements/New-Facilities	0.00	1,340.91	5,000.00
264400	Replacements/New-Fire-Equipment	15,000.00	9,699.28	10,000.00
264450	Replacements/New-Floor Coverings	5,000.00	0.00	5,000.00
264500	Replacements/New-Garage Doors	5,000.00	2,189.55	8,000.00
264600	Replacements/New-General	55,000.00	51,344.73	40,000.00
265250	Replacements/New-Painting	30,000.00	0.00	30,000.00
265300	Replacements/New-Plumbing	20,000.00	7,168.50	10,000.00
265450	Replacements/New-Plumbing-Hot Water System	10,000.00	0.00	10,000.00
265290	Replacements/New-Pool-Spa-Gym	15,000.00	2,062.73	15,000.00
265504	Replacements/New-Pumps	0.00	0.00	5,000.00
265510	Replacements/New-Roof	20,000.00	6,008.00	100,000.00
265550	Replacements/New-Security Equipment	20,000.00	26,453.00	30,000.00
265610	Replacements/New-Windows	4,000.00	1,318.18	4,000.00
267600	Services-Grounds-Tree Lopping/Removal	10,000.00	8,050.00	8,500.00
<i>Total expenses</i>		369,000.00	141,520.88	346,500.00

Surplus/Deficit

(94,702.96) 151,203.03 (56,693.29)

Opening balance

670,033.88 518,830.85 518,830.85

Closing balance

\$575,330.92 \$670,033.88 \$462,137.56

Total units of entitlement

306

306

Levy contribution per unit entitlement

\$986.04

\$1,041.79

Budgeted standard levy revenue

274,297.04

289,806.71

Add GST

27,429.70

28,980.67

Amount to raise in levies including GST

\$301,726.74

\$318,787.38

John Coote Carpets

Retailers of Fine Carpets, Timber & Vinyl

2a Ball Avenue
EASTWOOD NSW 2122
Tel: 02 9858 2222
Fax: 02 9874 3406

Email: sales@johncootecarpets.com.au

2 March 2022

Professional Building Management
Marsfield Gardens SP55170
94-116 Culloden Road
MARSFIELD NSW 2122

To Owners

It is with pleasure that we submit the following quotation to you, the details are as follows:

To Supply and install:

Take up and disposal of existing carpet in office and install new carpet tiles.
Repair fraying carpet to Ground floor entry mat at Ground Floor Block 96-99
Replace section of carpet on Level 2 in Block 70-87 with carpet that has been taken up in office

On:

To:

Areas as listed above

Includes:

Take up of carpet in office

*Does **not** include:*

Any sub-floor preparation (if required) or moving of furniture

Total: \$2,000.00 including GST

Payment terms 50% deposit on acceptance of quotation and balance of payment due on completion.

John Coote Carpets - National Bank Sydney BSB: 082 330 ACC: 57815 3249

Please note:

1. Whilst all care is taken when installing carpet, we cannot guarantee that there will not be "scuff marks" on skirting boards due to tools of the trade used during installation of your carpet.
2. Cut pile carpets may exhibit an appearance change of random light and dark areas after installation. This is known as shading, tracking, pile reversal or watermarking and is caused by movement of the carpet fibres in different directions. The customer acknowledges that this does not indicate the floor covering is defective.

This quote is valid for 3 months from date of issue. Should you have any queries, please do not hesitate to contact us.

Kind regards,
Catherine McAndrew
John Coote Carpets

FLATLINE PAVING

Daniel Phillips
ABN: 886 3174 1873
Mobile: 0418 970 456

DESCRIPTION :	Total
REMOVING STEP ON PATHWAY - Unit block	
Raise existing paving 8 mtrs and remove paving sand at walkway (roadside) at block	480.00
Lay 2.5 l/m double brick retaining wall x 200 mm high to line up with existing step	240.00
Fill in area with new roadbase and compact to level needed	840.00
Relay paving to match up with existing paved pathway to ramp down to roadside level at lower end and broom in sand	
Materials:	292.00
1 ton roadbase	
.5 ton paving sand	
60 common bricks	
.25 ton bricksand	
1 bag cement	
1 bag sydney sand	
Delivery	
TIP	160.00
SUBTOTAL	2,012.00
GST	201.20
TOTAL	2,213.20

1. Any extra work carried out other than stated in quotation or any changes to original quote/plans is subject to further charges. A new invoice with these new charges will be issued and is also payable on job completion
2. Initial deposit may be requested prior to beginning of job, along with progress payments
3. Invoice total to be finalised on completion of work unless prior arrangement has been agreed upon.
4. All goods remain the property of Flatline Paving until the invoice is paid in full and funds are cleared.
5. This is a payment claim under the Building and Construction Industry Security of Payment Act 1999 NSW

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QUOTATION

FLATLINE PAVING

DATE: 14 . 8 . 2020

TO: DYNAMIC PROPERTY SERVICES

JOB SITE: MARSFIELD GARDENS
94 TO 116 CULLODEN RD
MARSFIELD GARDENS
SP 55170

Telephone: Pamela 0448 086 385
email: sp55170@iinet.net.au

Daniel Phillips

ABN: 886 3174 1873

Mobile: 0418 970 456

DESCRIPTION : Poolside garden	Total
Remove aluminium fence and posts 25 l/m x 1.2 high and tip	480.00
Remove all plants (leave existing palms) and bark in garden areas to stay	
Excavate 25.5 l/m x 1.4 wide x 180 mm deep ready for new paving	1,260.00
Excavate 35 mtrs x 150 mm deep ready for new synthetic lawn	
TIP - 11.75 ton soil and green waste	1,980.00
PAVING:	1,377.00
Supply and lay 30.6 mtrs paving of Adbri Haven slab 400 x 200 x 50 mm brushwood in colour	
25.5 l/m x 1.2 wide pathway through poolside garden area	
Materials:	2,668.60
3.75 ton roadbase	
1.25 ton paving sand	
.75 ton bricksand	
10 bags cement	
32 mtrs Adbri 400 x 200 x 50 mm Haven slab concrete paver (brushwood) plus delivery	
GARDEN:	
Supply and plant out 80 (Trachelospermum jasmimoids) star jasmine along roadside garden and	2,335.00
poolside brickwall (west side) with osmocote slow release fertilzer	
Supply and plant out 4 Cammelia sasanqua , 2 Cammelia (pure silk , white flower) and 2	
Cammelia (plantation pink , pink flower) 400 mm pot	
SUBTOTAL	10,100.60
GST	1,010.06
TOTAL	11,110.66

1. Any extra work carried out other than stated in quotation or any changes to original quote/plans is subject to further charges. A new invoice with these new charges will be issued and is also payable on job completion
2. Initial deposit may be requested prior to beginning of job, along with progress payments
3. Invoice total to be finalised on completion of work unless prior arrangement has been agreed upon.
4. All goods remain the property of Flatline Paving until the invoice is paid in full and funds are cleared.
5. This is a payment claim under the Building and Construction Industry Security of Payment Act 1999 NSW

Quotation accepted with all of the above terms & conditions and agrees to pay on job completion

**Registering your email address to receive agendas and minutes
of meetings and other notices via email**

Those owners that are not currently receiving agendas and minutes of meetings and other notices via email are requested to complete the Email Notification Authority attached to this notice of meeting and return such to the strata managing agent to help reduce future mailing and photocopying costs of your strata scheme. Once submitted, the strata managing agent will update its records so that future notices and minutes of meetings and other notices can be forwarded to you via email.

Should you have any questions regarding the above matter, please do not hesitate to contact your strata managing agent.

Yours sincerely,

Tiffany Burn
Manager

PLAN NO 55170

E-MAIL NOTIFICATION AUTHORITY

In accordance with Section 263 of the *Strata Schemes Management Act 2015* on Electronic
Transmission of Notices

I/We _____ being the owner/s of Lot/Unit _____ authorise the Owners Corporation of Strata Plan 55170 to forward agendas and minutes of meetings and other notices electronically to the email address listed below.

PLEASE PRINT YOUR EMAIL ADDRESS BELOW

Note: For owners in a large strata scheme only (i.e., with more than 100 lots excluding utility lots), this authority constitutes an on-going request to receive the minutes of general and strata committee meetings via email until further notice.

☐ (1) Email address for correspondence, meeting notices & minutes, and
PLEASE PRINT YOUR EMAIL ADDRESS BELOW

Email Address: _____

☐ (2) Email address for levy notices

Email Address: _____

Name (PRINT)

Signed

Lot/Unit

Date

Please return your completed Email Notification Authority to Dynamic Property Services Pty Ltd:

Email to enquiries@dynamicproperty.com.au
Level 25, 66-68 Goulburn St, Sydney NSW 2000
Or Fax to (02)82160314

Proxy Appointment

Strata Schemes Management Act 2015

Approved form under: Strata Schemes Management Act 2015 (Clause 26 (1) of Schedule 1)

Date

I/We *[name(s)]*

the owners of lot *[address]*

In Strata Plan No. Appoint *[name of first appointee]*

Of *[first appointee's address]*

as my/our proxy for the purposes of meetings of the owners corporation (including adjournments of meetings).

I/We appoint *[second appointee's name]*

Of *[second appointee's address]*

as my/our proxy for the purposes of meetings of the owners corporation (including adjournments of meetings) if the named above already holds the maximum number of proxies that may be accepted.

Period or number of meetings for which appointment of proxy has effect *[Tick OR tick and complete whichever applies below]:*

- | | |
|------------------------------------|--------------------------------------------------------------------------------------|
| <input type="checkbox"/> 1 meeting | <input type="checkbox"/> <i>[please insert number]</i> <input type="text"/> meetings |
| <input type="checkbox"/> 1 month | <input type="checkbox"/> <i>[please insert number]</i> <input type="text"/> months |
| <input type="checkbox"/> 12 months | <input type="checkbox"/> 2 consecutive annual general meetings |

(Note: The appointment cannot have effect for more than 12 months or 2 consecutive annual general meetings, whichever is the greater.)

[Tick and complete whichever applies below]:

- ☐ **1. This form authorises the proxy to vote on my/our behalf on all matters.**

OR

- ☐ **2. This form authorises the proxy to vote on my/our behalf on the following matters only:**
[Specify the matters and any limitations on the manner in which you want the proxy to vote.]

- ☐ **3. If a vote is taken on whether (the strata managing agent) should be appointed or remain in office or whether another managing agent is to be appointed, I/we want the proxy to vote as follows:**

I understand that, if the proxy already holds more than the permitted number of proxies, the proxy will not be permitted to vote on my/our behalf on any matters.

Signature of owner/s

<div style="text-align: center;">X _____</div>	
Name <i>[print]:</i>	<input type="text"/>

<div style="text-align: center;">X _____</div>	
Name <i>[print]:</i>	<input type="text"/>

NOTES ON APPOINTMENT OF PROXIES

1. This form is ineffective unless it contains the date on which it was made and it is given to the secretary of the owners corporation at least 24 hours before the first meeting in relation to which it is to operate (in the case of a large strata scheme) or at or before the first meeting in relation to which it is to operate (in any other case).
2. This form will be revoked by a later proxy appointment form delivered to the secretary of the owners corporation in the manner described in the preceding paragraph.
3. This proxy is valid for any general meetings held during the period (if any) specified on page 1 of this form. If no period is specified then this proxy ends after 12 months or two annual general meetings, whichever occurs later.
4. If a person holds more than the total number of proxies permissible, the person cannot vote using any additional proxies. The total number of proxies that may be held by a person (other than proxies held by the person as the co-owner of a lot) voting on a resolution are as follows:
 - (a) if the strata scheme has 20 lots or less, one,
 - (b) if the strata scheme has more than 20 lots, a number that is equal to not more than 5% of the total number of lots.
5. A provision of a contract for the sale of a lot in a strata scheme, or of any ancillary or related contract or arrangement, is void and unenforceable to the extent that it:
 - (a) requires the purchaser of a lot, or any other person, to cast a vote at a meeting of the owners corporation at the direction of another person, or
 - (b) requires the purchaser to give a proxy at the direction of another person for the purpose of voting at a meeting of the owners corporation (that is a person cannot rely on any such proxy to cast a vote as a proxy).

NOTES ON RIGHTS OF PROXIES TO VOTE

1. A duly appointed proxy:
 - (a) may vote on a show of hands (or by any other means approved by a general resolution at a meeting of the owners corporation), subject to any limitation in this form, or may demand a poll, and
 - (b) may vote in the person's own right if entitled to vote otherwise than as a proxy, and
 - (c) if appointed as a proxy for more than one person, may vote separately as a proxy in each case.
2. A proxy is not authorised to vote on a matter:
 - (a) if the person who appointed the proxy is present at the relevant meeting and personally votes on the matter, or
 - (b) so as to confer a pecuniary or other material benefit on the proxy, if the proxy is a strata managing agent, building manager or on-site residential property manager, or
 - (c) if the right to vote on any such matter is limited by this form.

Nomination for Strata Committee Form
Strata Plan: 55170
Name of Lot Owner making nomination:
Owner Lot # or Unit #:
Name of person being nominated (Nominee):
Date:
Signature of Owner:

Note: if you are nominating another person, the person you are nominating (nominee) must consent to the nomination in writing.

Consent to Nomination

Strata Plan: 55170
Name of Nominee to the Strata Committee:
Nominee email address or address:
I consent to the above nomination for the Strata Committee:
Date:
Signature of Nominee:

Please return your completed form to Dynamic Property Services Pty Ltd:

Email to enquiries@dynamicproperty.com.au

Level 25, 66-68 Goulburn St, Sydney NSW 2000

Or Fax to (02)82160314

14 March 2022

NOTICE OF STRATA COMMITTEE MEETING

The Owners - Strata Plan No 55170
MARSFIELD GARDENS
94-116 Culloden Rd, MARSFIELD, NSW, 2122



The meeting is scheduled to commence 06:00 PM.

Please arrive on time.



The meeting will be held at Video Conference: <https://meet.dynamicproperty.com.au/345018529>.



Video Conference: Not selected for this meeting



Phone Dial In: Not selected for this meeting

Enter Meeting ID: N/A

AGENDA

Preliminaries

COVID-19:

That all in-person attendees (if any) confirm they:

- Do not have any symptoms (even minor) such as fever, cough, sore throat or shortness of breath.
- Do not have a temperature;
- Have not been in contact with anyone that is confirmed to have COVID-19; or
- Have not visited a hot spot in the last 14 days or reside in a COVID-19 declared area.

CHAIRPERSON FOR THE MEETING:

That the meeting elect a chairperson.

CALLING OF THE ROLL:

Those Present; Present by Proxy; Voting rights; Those in Attendance; Apologies.

Motions

1. DISCLOSURE OF PECUNIARY INTERESTS

Motions

- 1.1. That the meeting note any declaration by a member of the committee of any direct or indirect pecuniary interest in relation to a matter being considered at this meeting and resolve how that declaration shall be accommodated at the meeting.

Any member that wishes to declare a direct or indirect pecuniary interest should vote “Yes” to the motion and must notify the strata manager prior to the meeting of the interest so it can be noted in the minutes.

Members with no direct or indirect pecuniary interest to declare should vote “Yes” to the motion to confirm members with pecuniary interests will abstain from voting on such motions.

Explanatory Note

Clause 18 of Schedule 2 to the Act requires that any member of the Strata Committee should make a disclosure of any direct or indirect pecuniary interest in relation to a matter listed on this agenda. Where such a disclosure is made, the committee will need to resolve whether it is going to permit the member to be present during the deliberation on the matter or take part in any decision in respect to that matter. The member who has made such a disclosure must not be present while the Strata Committee resolves how the declaration shall be accommodated or, if the Strata Committee determines, may be present but may not take part in the determination of how the declaration shall be accommodated. A further explanation of relevant disclosures is provided in the “Additional Notes” at the end of this meeting notice. Where there are no disclosures made by any member of the committee, the minutes will simply note that “no disclosures were declared”.

2. MINUTES

Motions

- 2.1. That the minutes of the last Strata Committee meeting, held on **10/02/2022**, be confirmed as a true record and account of the proceedings at that meeting.

Explanatory Note

Clause 8 of Schedule 1 to the Act requires that any general meeting of a strata scheme include a form of motion to confirm the minutes of the last general meeting. Whilst a Strata Committee meeting is not a “General Meeting” under the Act, your strata company is of the view that it is prudent and helpful to adhere to the transparency normally applied to other forms of Strata Scheme meetings.

3. OFFICE BEARERS

Motions

- 3.1. That the chairperson, secretary and treasurer of the Strata Committee be appointed.

Explanatory Note

Section 41 of the Act requires that Officers of the Strata Committee are to be elected at their first meeting after the Annual General Meeting being held.

4. REPRESENTATIVE AND SUBSTITUTE REPRESENTATIVE

Motions

- 4.1. That a member of the Committee be nominated to liaise with the managing agent and be the scheme’s contact point.
- 4.2. That a member of the Committee be nominated to liaise with the managing agent as the scheme’s substitute contact point.

Explanatory Note

The management agreement requires that the manager receive instructions from a nominated person of the Committee to provide the necessary authority to act on your behalf. Generally, the nominated persons are the Secretary or the Chairperson – one of the two being a substitute contact point.

INSTRUCTIONS

Meeting Procedures and Voting Rights for a Committee Meeting

Definitions

In this Notice, the following terms are defined to mean as follows:

'Act' – means the *Strata Schemes Management Act 2015*.

'Regulations' – means the *Strata Schemes Management Regulation 2016*.

Attendance

An owner or the nominee of a corporate owner can attend Strata Committee meetings but cannot address the meeting unless the Strata Committee agrees.

Quorum

Clause 12, Schedule 2 to the Act specifies that a quorum for a strata committee meeting is not less than one-half of the persons entitled to vote on a motion are present. If the strata committee has only one person, the quorum is achieved if that person is present.

In considering whether a quorum is present, regard must also be given to the provisions of clause 9 (4) of Schedule 2 to the Act wherein it states that a member of the strata committee is not entitled to vote (and therefore cannot be counted towards the achievement of a quorum) "if the member was, or was nominated as a member by a member who was, an unfinancial owner of a lot in the strata scheme at the date notice of the meeting was given and the amounts owed by the unfinancial owners were not paid before the meeting".

Your Manager

The name of your Manager is Tiffany Burn, who is located at our Dynamic Property Services Pty Ltd branch. Please contact your manager if you have any questions about this notice.

Liability limited by a scheme approved under Professional Standards Legislation.

Disclosure of pecuniary interests

The Act has requirements for disclosure where a member of the Strata Committee has a direct or an indirect pecuniary interest in a matter being considered at the meeting or they have an interest that appears to raise a conflict with their role as a strata committee member. The nature of this disclosure and the subsequent action of recording such a disclosure is provided in Clauses 18 (1) to 18 (7) of Schedule 2 to the Act wherein the following is prescribed:

1. If— (a) a member of an strata committee has a direct or indirect pecuniary interest in a matter being considered or about to be considered at a meeting, and (b) the interest appears to raise a conflict with the proper performance of the member's duties in relation to the consideration of the matter, the member must, as soon as possible after the relevant facts have come to the member's knowledge, disclose the nature of the interest at a meeting of the strata committee. Maximum penalty—10 penalty units
2. A disclosure by a member at a meeting of the strata committee that the member:
 - a. is a member, or is in the employment, of a specified corporation or other body, or
 - b. is a partner, or is in the employment, of a specified person, or
 - c. has some other specified interest relating to a specified corporation or other body or to a specified person,is a sufficient disclosure of the nature of the interest in any matter relating to that company or other body or to that person which may arise after the date of the disclosure and which is required to be disclosed.
3. Particulars of any disclosure made under this clause must be recorded by the strata committee in a book kept for the purpose and that book must be open at all reasonable hours to inspection by any person on payment of the fee determined by the committee.
4. After a member has disclosed the nature of an interest in any matter, the member must not, unless the strata committee otherwise determines—
 - a. be present during any deliberation of the committee with respect to the matter, or
 - b. take part in any decision of the committee with respect to the matter.
5. For the purposes of the making of a determination by the strata committee under subclause (4), a member who has a direct or indirect pecuniary interest in a matter to which the disclosure relates must not—
 - a. be present during any deliberation of the committee for the purpose of making the determination, or
 - b. take part in the making by the committee of the determination.
6. A contravention of this clause does not invalidate any decision of the strata committee.
7. Without limiting subclause (1), a person has an indirect pecuniary interest in a matter if a person connected with the person has a direct interest in the matter.

Copies of Minutes

Pursuant to Clause 17 (3) of Schedule 2 to the Act, copies of minutes in a strata scheme that is not a large strata scheme, are to be given to each member of the committee and given to all owners within 7 days of the conclusion of the meeting.

However please note that in large strata schemes (i.e. those schemes greater than 100 lots excluding any utility or car space lots), the Act now requires that the minutes of all strata committee meetings are to be sent/ given to owners that are not committee members only if an owner requests the owners corporation to do so within 7 days of each meeting. Note we will continue to email the minutes of strata committee meetings to those owners who have chosen to receive correspondence via email without requiring a request to do so. Please request and complete an email authority form to secure this service if you have not already done so.

Annexure to this meeting notice

scm10feb2022min

**MINUTES OF THE STRATA COMMITTEE MEETING
STRATA PLAN 55170
MARSFIELD GARDENS | 94-116 CULLODEN ROAD, MARSFIELD**

DATE, PLACE & TIME OF MEETING: The Strata Committee of The Owners - Strata Plan No. 55170 held a meeting electronically by video/teleconference on **Thursday, 10 February 2022**. The meeting commenced at **6.30 pm**

PRESENT: Lyndall Macris
Maria Huang
Mark Israel
Kristen Atkinson

IN ATTENDANCE: Chad Green & Simon Paxton (8.05pm–8.40pm)
(Professional Building Management)
Tiffany Burn (Dynamic Property Services)

CHAIRPERSON: Tiffany Burn (by invitation)

1. DISCLOSURE OF PECUNIARY INTERESTS:

The Strata Committee Members confirmed that no pecuniary interests were held or declared.

2. ACTING MEMBER & STRATA COMMITTEE VACANCY:

There were no acting members for the purpose of this meeting.

3. MINUTES:

Resolved that the minutes of the last Strata Committee meeting, held on 25 November 2022, be confirmed as a true record and account of the proceedings at that meeting.

4. FINANCIALS:

4.1 **Resolved** that the financial statement as presented by the Strata Manager dated 31 January 2022 be adopted.

4.2 **Resolved** that the current aged arrears report be tabled, and no further action was determined.

5. SITE MANAGEMENT:

5.1 **Resolved** that the Strata Committee received updates in relation to the following outstanding items and determine any further action:

5.1.1 Removal of gum tree at parking area & determine location / type of replacement tree: Works have been Scheduled for 21st February 2022. BM to provide recommendation to committee for appropriate replacement tree to be planted.

5.1.2 Retaining wall rectification, drainage works & determine landscaping options: Retaining wall and drainage works have been completed. The BM is now obtaining quotes for landscaping

5.1.3 Outstanding AFSS defect repairs: It was noted that the essential repairs have been completed and the AFSS has been submitted to council. The recommended repairs are outstanding, and it was agreed to carry those

items over to the 2022 AFSS inspections scheduled early April. BM chasing 2021 report.

- 5.1.4 Ubiquiti upgrades & overall system performance: It was noted that the quote has been approved and the works are to be scheduled asap, requesting a written guarantee.
- 5.1.5 Basketball court resurfacing: It was noted that Recreational Surfacing quote totalling \$13,450.00 was the preferred resurfacing quote. However, the Strata Committee agreed to postpone the resurfacing and obtain quotes for pressure cleaning, repainting and line marking.
- 5.1.6 Resurfacing of bin / entry driveway: It was agreed to engage Triaxial Consulting for total cost of \$3,200.00 to prepare a detailed scope of works that will detail remedial works required in the following areas: The entire entrance intersection up to new Wayfinder sign including an additional speed hump at this location.
- 5.1.7 Painting maintenance: 90% complete
- 5.1.8 Paving repairs: The Strata Committee accepted Flatline Paving quotes for a total cost of \$11,515.90 inc GST.
- 5.1.9 Access Audit: BM yet to action.
- 5.1.10 Pool facility/Washroom upgrades: It was agreed that the BM's brief will be provided to a bathroom renovation company to provide a scope of the upgrades. SM was asked to confirm if Triaxial have an acoustic engineer that would assess the sound proofing of the pool room.
- 5.1.11 Items to be presented to the AGM for consideration: It was noted that the AGM will be held on the 31 March 2022 and that all documents for consideration must be provided to the Strata Manager by the 11th March 2022.
- 5.1.12 Usage of common areas within garage 5: SM confirmed that D&S have been advised & agreed that the storage area will be used by the Owners Corporation moving forward, and will be formalised in writing.
- 5.1.13 Site meetings with D&S Maintenance: It was noted that D&S have not been attending the fortnightly the site meetings as requested and that the approved scope of works are not being completed. SM was instructed to issue a formal letter of complaint.
- 5.1.14 Hand sanitisers: It was noted that the motors & batteries in all hand sanitisers have been replaced and the liquid refilled. The BM was asked to carry out regular maintenance checks to ensure that the hand sanitisers are cleaned, full and always working.
- 5.1.15 Power point installation: It was agreed to install an outdoor power point the car wash bay located near the facilities room.
- 5.1.16 Courtyard inspections: The inspection report was tabled, and it was agreed that a friendly reminder letter will be issued to all residents reminding them to maintain their courtyards.

5.3 That the Building Manager's report for the period ending January 2022 be tabled.

- 5.3.1 Regular roof and guttering maintenance is scheduled for the week commencing 14 February 2022. It was noted that another inspection of the guttering above lot 5 & 39 will be undertaken in conjunction with the maintenance.

- 5.3.2 The UPS has reached the end of life and requires replacing. Quotes to be obtained.
- 5.3.3 The Committee agreed to undertake additional pest maintenance to top up the bait stations.
- 5.3.4 A large area of carpet in block 70-87 needs replacing. BM to measure the office carpet and a foyer in one of the small blocks to determine if either will be sufficient to use as they are the same make and colour. Carpet squares to be considered as a replacement in the office.
- 5.4 **Resolved** that the Strata Committee tabled the following quotations, and ratified the determination of the same:
 - 5.4.1 Amended quote 2691 from McArdle Tree Services for gum tree removal adjusted down to \$2,225.00 + GST. – **Approved**
 - 5.4.2 Quote 57477 from Extinguisher Services for repairs to the sprinkler system for \$3,874.00 + GST. – **Approved**
 - 5.4.3 Amended quote 4367 from Quorum for Ubiquiti upgrade adjusted down to \$6,808.48.00 + GST. – **Approved**
 - 5.4.4 Quote from E&M Painting for painting of front fence, bin room & garage areas for \$8,750.00 + GST. – **Approved**
 - 5.4.5 Quote from E&M Painting for painting of interior areas of residential blocks for \$8,100.00 + GST. – **Approved**
 - 5.4.6 Quote from E&M Painting for painting of exterior areas of residential blocks for \$7,100.00 + GST. – **Approved**
- 5.5 **Resolved** that the Strata Committee consider and determine the following quotations:
 - 5.5.1 Quote Q001000 from Forward Plumbing for clearance of sewer blockage for \$1,350.00 + GST. – **Deferred**
 - 5.5.2 Quote Q000985 from Forward Plumbing for replacement of G5 hot & cold-water gate valves for \$4,350.00 + GST. – **Deferred**
 - 5.5.3 Quote 42464 from Neverstop Water for replacement of G5 hot & cold-water gate valves for \$3,225.00 + GST. – **Deferred**
 - 5.5.4 Quote 42057 from Neverstop Water to install a cold-water isolation point for block 31-52 for \$1,996.00.00 + GST. – **Defeated**
 - 5.5.5 Quote Q000964 from Forward Plumbing to install cold water isolation points for blocks 31-52, 52-69 & 70-87 for \$3,900.00 + GST. – **Approved**
 - 5.5.6 Quote 4591 from Quorum for supply / install 2 monitors & connect to NVR for \$1,208.94 + GST. – **Approved**

6. APPLICATION:

- 6.1 **Resolved** that the Strata Committee received an update on the following outstanding applications:
 - 6.1.1 Lot 4 | Townhouse 5 – BM to advise
 - 6.1.2 Lot 10 | Townhouse 11 – BM to advise
 - 6.1.3 Lot 63 | Unit 65 – BM to advise
 - 6.1.4 Lot 90 | Unit 92 – BM to advise

6.1.5 Lot 129 | Townhouse 133 – BM to advise

6.1.6 Lot 20 | Townhouse 22 – Approved, including location of air conditioner - works are in progress

6.1.7 Lot 117 | Unit 120 – Approved - works are in progress

6.1.8 Lot 127 | Unit 131 - Flooring replacement approved

6.2 **Resolved** that the Strata Committee consider and determine new applications:

6.2.1 Lot 107 | Unit 109 - Air-conditioning installation approved.

7. CORRESPONDENCE/GENERAL BUSINESS:

Resolved that following items of correspondence/general business requiring the Strata Committee's attentions were tabled.

7.1 From lots 23 & 83 regarding behaviour in the pool: Noted and actioned

7.2 From lot 37 regarding additional gym equipment:
The Strata Committee considered lot 37 request and determined that for the safety of all residents not to allow residents to leave their own equipment in the gym.

7.3 From lot 8 regarding piano playing from lot 4:
It was noted that the residents lodging the complaint has vacated and the committee will monitor further complaints.

7.4 From CHU insurance regarding claim for damages:
It was agreed that the BM would response to CHU advising that the Owners Corporation does not undertake regular maintenance of individual garage doors. Maintenance is carried out ad-hoc and when required.

7.5 The Strata Committee agreed that Mark Israel would remove the Christmas lights and that an honorarium of \$325.00 be approved.

8. BY-LAW BREACHES & NOTICES TO COMPLY:

8.1 That any current or unresolved breach of by-laws be tabled for review, and further action determined.

8.2 **Resolved** that the Committee ratified the issuance of the following notices to comply.

8.2.1 Use of fire hose in breach of by-law 42 – lot 66 (unit 68)

8.2.2 Entry into restricted area and unauthorised use of secure common property power – lot 62 (unit 64)

8.2.3 Unauthorised keeping of animals and unrestrained dog on common property – lot 108 (unit 110)

8.2.4 Behavior in pool area breaching T&C – lot 83 (unit 85)

8.3 Update on parking patrols. Patrols to continue with records to be consolidated and issue of breach notices to repeat offenders.

9. MEDIATION LOT 5 UNIT 6:

Resolved that the Strata Committee considered the request to attend Mediation via the Office of Fair Trading in relation to an application File Number: 00641483, lodged by Lot 5 concerning issues relating to the gas levy and ceiling repairs and agreed not to participate in mediation.

10. NEXT MEETING:

10.1 **Resolved** that the Annual General Meeting will be held by video on the 31 March 2022 commencing at 6:00 pm.

10.2 **Resolved** that pursuant to Regulation 14 (1)(a) of the *Strata Schemes Management Regulation 2016 (NSW)*, the Strata Committee determine the format and method in which the next Strata Committee/General meeting will be held including (but not limited to) other means of electronic voting (tele/video conference) or as directed by the secretary.

CLOSURE: There being no further business, the chairperson declared the meeting closed at 9.10 pm.

Signed

Date