

# SydneyStrataReport

property strata inspections

0478 151999 | (02) 80114701 | [servicedesk@stratareport.net.au](mailto:servicedesk@stratareport.net.au) | [www.stratareport.net.au](http://www.stratareport.net.au)



## STRATA REPORT

Client	<a href="#">Oxford Agency</a>
Address of property	Unit 54/110 Wellington Street, Waterloo, NSW.
Lot	54
Strata Plan	SP 69476
Name of Strata Management Co.	G. K. Strata
Telephone Number of Strata Agent	8218 9999
Report Date	22 August 2023

## General Information

Owner's Name	B. Anderson & K. Woodford
Unit Entitlement.	202
Total Unit Entitlement.	10,000

## Levy Contributions

Administration Fund contribution.	\$827.70
Capital Works Fund contribution.	\$327.70
Are There any Special Levies?	No on records presented.
Admin. Fund Balance Approx.	\$29,010.43
Sinking Fund Balance.	\$023,146.03

## Insurances

Building Insurance	Yes
Sum Insured	\$26,859,000.00
Insurance Company	Axis Underwriting
Due Date	15 November 2023
Fire Safety Report Issuing Body	Yes
Certificate Date.	2023
Pet Friendly?	Owners corporation permission needed.

## Meetings

Annual General Meeting 17 July 2019	Administration Fund set at \$167,750.00 p.a. Capital Works Fund set at \$62,000.00 p.a.
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	<p>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 18 August 2020</p>	<p>Administration Fund set at \$171,050.00 p.a. Capital Works Fund set at \$63,250.00 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 22 September 2021</p>	<p>Administration Fund set at \$165,000.00 p.a. Capital Works Fund set at \$69,300.00 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 18 August 2022</p>	<p>Administration Fund set at \$135,000.00 p.a. Capital Works Fund set at \$63,000.00 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 5 July 2023</p>	<p>Administration Fund set at \$149,000.00 p.a. Capital Works Fund set at \$58,991.00 p.a. Building insurance continued, All other matters were meeting formalities as per the scan below, no major works tabled. Meeting closed.</p>
<p>Other comments.</p>	<p>This report is to be taken in context and in conjunction with the scans below.</p>



## Strata Plan No. 69476

ABN 22 490 893 523

### STATEMENT

Transfer Date:  
05/05/06

Mr B Anderson & Ms K Woodford  
Oxford Agency  
PO Box 363  
DARLINGHURST NSW 1300












Statement Period

01 Jun 22 to 21 Aug 23

A/c No	54	Lot No	54
Page Number	1 of 2	Unit No	54

Date	Type	Details	Reference	Debit	Credit	Balance
		Brought forward				0.00
30/06/22	Admin Fund	01/08/22 To 31/10/22	I0005390	823.07		823.07
30/06/22	Capital Works Fund	01/08/22 To 31/10/22	I0005448	360.15		1,183.22
18/07/22	Receipt	Admin Fund	R0004000		823.07	360.15
18/07/22	Receipt	Capital Works Fund	RA004000		360.15	0.00
27/09/22	Admin Fund	01/11/22 To 31/01/23	I0005506	725.54		725.54
27/09/22	Capital Works Fund	01/11/22 To 31/01/23	I0005564	346.57		1,072.11
24/10/22	Receipt	Admin Fund	R0004104		725.54	346.57
24/10/22	Receipt	Capital Works Fund	RA004104		346.57	0.00
20/12/22	Admin Fund	01/02/23 To 30/04/23	I0005622	725.54		725.54
20/12/22	Capital Works Fund	01/02/23 To 30/04/23	I0005680	346.57		1,072.11
12/01/23	Receipt	Admin Fund	R0004170		725.54	346.57
12/01/23	Receipt	Capital Works Fund	RA004170		346.57	0.00
31/03/23	Admin Fund	01/05/23 To 31/07/23	I0005738	725.54		725.54
31/03/23	Capital Works Fund	01/05/23 To 31/07/23	I0005796	346.57		1,072.11
24/04/23	Receipt	Admin Fund	R0004271		725.54	346.57
24/04/23	Receipt	Capital Works Fund	RA004271		346.57	0.00
14/07/23	Admin Fund	01/08/23 To 31/10/23	I0005854	827.70		827.70
<b>More details on next page...</b>				<b>\$5,227.25</b>	<b>\$4,399.55</b>	<b>\$827.70</b>
Over 90 Days	90 Days	60 Days	30 Days	Current	<b>BALANCE DUE: Nil</b>	
0.00	0.00	0.00	0.00	0.00	Date Paid	Amount Paid

#### Payment Options

	Tel: 1300 552 311 Ref: 1353 5951 7	Telephone: Call this number to pay by credit card. International: +613 8648 0158 (charges apply).	   
	<a href="http://www.stratamax.com.au">www.stratamax.com.au</a> Ref: 1353 5951 7	Internet: Make credit card payments online (charges apply). Visit <a href="http://www.stratamax.com.au">www.stratamax.com.au</a>	
	<a href="http://www.stratapay.com/ddr">www.stratapay.com/ddr</a> Ref: 1353 5951 7	Direct Debit: Make auto payments from your credit card* or bank account. Visit <a href="http://stratapay.com/ddr">stratapay.com/ddr</a> to register *Credit card charges apply.	
	Billers Code: 74625 Ref: 1353 5951 7	BPay: Contact your participating financial institution to make a payment from your cheque or savings account using BPay.	
	Billpay Code: 9216 Ref No: 1353 5951 794	In Person: Present this bill at any Post Office to make cheque or EFTPOS payments.	
	Make cheque payable to: StrataPay 1353 5951 7	Mail: Send cheque with this slip by mail to: StrataPay, Locked Bag 9 GCMC, Bundall Qld 9726 Australia	
	BSB: 067-970 Account No: 1353 5951 7 (Applies to this bill only)	Internet Banking - EFT: Use this BSB and Account Number to pay directly from your bank account in Australian Dollars (AUD). Account Name: StrataPay Bank: CBA, Sydney, Australia.	



StrataPay Reference

**1353 5951 7**

Amount

Due Date

**\$0.00**

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GK STRATA MANAGEMENT  
69476/02100054 Lot 54/54

Mr B Anderson & Ms K Woodford  
Oxford Agency  
PO Box 363  
DARLINGHURST NSW 1300



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## Strata Plan No. 69476

### STATEMENT

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Mr B Anderson & Ms K Woodford  
Oxford Agency  
PO Box 363  
DARLINGHURST NSW 1300

Statement Period			
01 Jun 22 to 21 Aug 23			
A/c No	54	Lot No	54
Page Number	2 of 2		

Date	Type	Details	Reference	Debit	Credit	Balance
		Brought forward		5,227.25	4,399.55	827.70
14/07/23	Capital Works Fund	01/08/23 To 31/10/23	I0005912	327.70		1,155.40
25/07/23	Receipt	Admin Fund	R0004349		827.70	327.70
25/07/23	Receipt	Capital Works Fund	RA004349		327.70	0.00
				\$5,554.95	\$5,554.95	Nil

## Strata Plan No. 69476

110 Wellington Street Waterloo NSW 2017

### BALANCE SHEET

AS AT 21 AUGUST 2023

	ACTUAL 21/08/2023	ACTUAL 31/05/2023
<b><u>OWNERS FUNDS</u></b>		
Admin Fund	29,010.43	28,743.13
Capital Works Fund	203,146.03	205,074.23
<b><u>TOTAL</u></b>	<b><u>\$ 232,156.46</u></b>	<b><u>\$ 233,817.36</u></b>
<b><u>THESE FUNDS ARE REPRESENTED BY</u></b>		
<b><u>CURRENT ASSETS</u></b>		
Cash At Bank	120,016.51	117,957.34
Investment 1 - Capital Works	77,272.71	77,272.71
Investment 2 - Capital Works	32,231.63	32,231.63
Levies In Arrears	7,453.47	10,312.67
Other Arrears	676.54	1,295.85
Interest On Arrears	7.83	270.00
Secondary Debtors	780.70	902.70
<b><u>TOTAL ASSETS</u></b>	<b><u>238,439.39</u></b>	<b><u>240,242.90</u></b>
<b><u>LIABILITIES</u></b>		
Gst Clearing Account	2,841.00	2,895.06
Creditor Control	0.00	624.01
Levies In Advance	3,441.93	2,906.47
<b><u>TOTAL LIABILITIES</u></b>	<b><u>6,282.93</u></b>	<b><u>6,425.54</u></b>
<b><u>NET ASSETS</u></b>	<b><u>\$ 232,156.46</u></b>	<b><u>\$ 233,817.36</u></b>

## Strata Plan No. 69476

110 Wellington Street Waterloo NSW 2017

### STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 JUNE 2023 TO 21 AUGUST 2023

	ACTUAL 01/06/23-21/08/23	BUDGET 01/06/23-31/05/24	ACTUAL 01/06/22-31/05/23
<b><u>ADMINISTRATIVE FUND</u></b>			
<b><u>INCOME</u></b>			
Admin Levy Income	37,250.07	149,000.00	134,999.74
Status Certificate Fees	109.00	0.00	109.00
Search Money	0.00	0.00	31.00
Insurance Claims Received	0.00	0.00	10,198.00
Interest On Overdue Levies	12.29	0.00	834.73
Key Deposits	123.64	0.00	1,049.11
<b><u>TOTAL INCOME</u></b>	<b>37,495.00</b>	<b>149,000.00</b>	<b>147,221.58</b>
<b><u>EXPENDITURE - ADMIN. FUND</u></b>			
Accountancy Fees	223.36	1,110.00	1,110.04
Audit Fees	780.00	850.00	780.00
Debt Recovery Fees	92.28	0.00	117.31
Debt Collection Fees	(25.00)	0.00	(100.00)
Insurance Premiums	0.00	36,000.00	30,210.81
Ins Premium Stamp Duty	0.00	3,200.00	2,846.68
Keys	67.28	0.00	70.91
Storage Fees - Archive	20.42	80.00	80.00
Management Fees	2,910.04	12,200.00	12,290.60
Management Fees - Schedule B	1,271.19	4,000.00	3,986.93
Management Disbursements	3,195.15	8,000.00	8,697.97
Miscellaneous Expense	1,909.09	0.00	0.00
R & M - Cleaning	1,995.00	13,000.00	21,662.46
R & M - Cleaning-Carpet	0.00	1,200.00	1,200.00
R & M - Cleaning-Press Clean	572.73	1,800.00	2,650.91
R & M - Cleaning-Windows/Glass	2,000.00	2,000.00	2,000.00
R & M - Doors & Windows	1,735.00	1,800.00	1,361.00
R & M - Electrical	301.00	3,000.00	4,092.50
R & M - Exhaust/Ventilatr Sys	0.00	950.00	0.00
R & M - Fire Protection	2,103.75	15,000.00	10,264.70
R & M - Garage Doors	0.00	1,500.00	1,155.00
R & M - General Repairs	235.00	2,000.00	2,116.24
R & M - Gutters & Downpipes	1,000.00	2,200.00	3,150.00
R & M - Hot Water Systems	0.00	1,000.00	737.95
R & M - Ins Claimable Repair	5,054.00	0.00	2,640.00
R & M - Intercom	0.00	1,000.00	792.00

## Strata Plan No. 69476

110 Wellington Street Waterloo NSW 2017

### STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 JUNE 2023 TO 21 AUGUST 2023

	ACTUAL	BUDGET	ACTUAL
	01/06/23-21/08/23	01/06/23-31/05/24	01/06/22-31/05/23
R & M - Lawns & Gardens	1,479.09	8,000.00	8,006.90
R & M - Locks Keys & Card Keys	1,150.00	1,000.00	1,228.64
R & M - Pest/Vermin Control	0.00	1,200.00	1,224.55
R & M - Plumbing & Drainage	4,906.95	4,000.00	5,043.81
R & M - Pumps	0.00	800.00	700.00
R & M - Roof	700.00	1,000.00	850.00
R & M - Rubbish Removal	0.00	0.00	220.00
R & M - Security-Access Contrl	0.00	500.00	0.00
R & M - Security - Cctv	0.00	1,500.00	1,510.00
R & M - Tv Systems	0.00	500.00	0.00
Registration Cost - Bylaws	0.00	0.00	(34.55)
Search Fees	0.00	0.00	31.00
Section 184 Certificates	109.00	0.00	0.00
Strata Hub Nsw Gov Initial Fee	0.00	0.00	353.18
Trades Monitor	0.00	100.00	96.36
Utility - Electricity	0.00	4,000.00	3,189.53
Utility - Water & Sewerage	3,442.37	14,500.00	12,759.14
<b>TOTAL EXPENDITURE</b>	<b>37,227.70</b>	<b>148,990.00</b>	<b>149,092.57</b>
<b>SURPLUS (DEFICIT)</b>	<b>\$ 267.30</b>	<b>\$ 10.00</b>	<b>\$ (1,870.99)</b>
Opening Balance	28,743.13	28,743.13	30,614.12
<b>ADMINISTRATIVE FUND BALANCE</b>	<b>\$ 29,010.43</b>	<b>\$ 28,753.13</b>	<b>\$ 28,743.13</b>



## Strata Plan No. 69476

110 Wellington Street Waterloo NSW 2017

### STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 JUNE 2023 TO 21 AUGUST 2023

	ACTUAL 01/06/23-21/08/23	BUDGET 01/06/23-31/05/24	ACTUAL 01/06/22-31/05/23
<b><u>CAPITAL WORKS FUND</u></b>			
<b><u>INCOME</u></b>			
Capital Works Levy Income	14,747.80	58,991.00	62,999.95
Interest On Investments	0.00	0.00	2,388.23
<b><u>TOTAL INCOME</u></b>	<b>14,747.80</b>	<b>58,991.00</b>	<b>65,388.18</b>
<b><u>EXPENDITURE - CAPITAL WORKS</u></b>			
Carpets & Stairs Nosing	1,050.00	0.00	14,990.00
Doors & Windows	0.00	0.00	1,047.82
Fencing	0.00	0.00	18,136.35
Fire Protection	0.00	0.00	4,455.00
Garage Doors	0.00	0.00	5,054.00
Income Tax	0.00	0.00	77.30
Painting & Surface Finishes	0.00	0.00	2,675.38
Pest Services	1,200.00	0.00	0.00
Plumbing & Drainage	0.00	0.00	7,750.00
Pumps & Storm Water	0.00	0.00	350.00
Remedial - Building Works	4,300.00	15,000.00	10,001.82
Roof	10,126.00	0.00	4,710.00
Sinking Fund Report	0.00	0.00	1,161.82
Security Systems	0.00	0.00	2,361.00
<b><u>TOTAL EXPENDITURE</u></b>	<b>16,676.00</b>	<b>15,000.00</b>	<b>72,770.49</b>
<b><u>SURPLUS (DEFICIT)</u></b>	<b>\$ (1,928.20)</b>	<b>\$ 43,991.00</b>	<b>\$ (7,382.31)</b>
Opening Balance	205,074.23	205,074.23	212,456.54
<b><u>CAPITAL WORKS FUND BALANCE</u></b>	<b>\$ 203,146.03</b>	<b>\$ 249,065.23</b>	<b>\$ 205,074.23</b>

## Strata Plan No. 69476

110 Wellington Street  
Waterloo NSW 2017

### LOT BALANCE REPORT

21 August 2023

<u>Lot No</u>	<u>Unit No</u>	<u>Admin Fund</u>	<u>Capital Works Fund</u>	<u>Other</u>	<u>Total</u>
3	3	1,590.63	939.83	0.00	2,530.46
7	7	-1,205.97	0.00	0.00	-1,205.97
13	13	1,230.29	534.07	469.25	2,233.61
15	15	-1,104.33	0.00	0.00	-1,104.33
25	25	0.00	13.06	55.00	68.06
28	28	-224.95	0.00	0.00	-224.95
38	38	-851.75	0.00	0.00	-851.75
39	39	-54.00	0.00	0.00	-54.00
42	42	577.75	279.40	160.12	1,017.27
46	46	-0.93	0.00	0.00	-0.93
52	52	822.51	327.70	0.00	1,150.21
55	55	815.40	322.83	0.00	1,138.23
<b>Total</b>		<b>\$1,594.65</b>	<b>\$2,416.89</b>	<b>\$684.37</b>	<b>\$4,695.91</b>

## Strata Plan No. 69476

110 Wellington Street  
Waterloo NSW 2017

### ACCOUNTS SUMMARY

1 June 2023 to 21 August 2023

<u>Date</u>	<u>Details</u>	<u>Payee</u>	<u>Amount</u>
<b>1211</b>	<b>Admin Fund</b>	<b>ACCOUNTANCY FEES</b>	
19/07/23	BAS/IAS Return	G K Strata Management Pty Ltd	245.70
19/07/23	GST		-22.34
	<b>Total:</b>		<b>223.36</b>
<b>1213</b>	<b>Admin Fund</b>	<b>AUDIT FEES</b>	
10/07/23	Audit Fees	Cbc Partners Pty Ltd	858.00
10/07/23	GST		-78.00
	<b>Total:</b>		<b>780.00</b>
<b>125</b>	<b>Admin Fund</b>	<b>DEBT RECOVERY FEES</b>	
14/06/23	Arrears Notice Fee	Almeida D M	-19.00
14/06/23	GST		1.73
14/06/23	Arrears Notice Fee	Dabrowka & Vang	-19.00
14/06/23	GST		1.73
14/06/23	Arrears Notice Fee	Yao Y	-19.00
14/06/23	GST		1.73
19/06/23	Arrears Recovery	G K Strata Management Pty Ltd	84.50
19/06/23	GST		-7.68
13/07/23	Arrears Notice Fee	Almeida D M	-55.00
13/07/23	GST		5.00
13/07/23	Arrears Notice Fee	Dabrowka & Vang	-55.00
13/07/23	GST		5.00
19/07/23	Arrears Recovery	G K Strata Management Pty Ltd	110.00
19/07/23	GST		-10.00
27/07/23	Reverse L25 Arrears		74.00
27/07/23	GST		-6.73
16/08/23	Arrears Notice Fee	Richards & Brown	-55.00
16/08/23	GST		5.00
21/08/23	Arrears Recovery	G K Strata Management Pty Ltd	55.00
21/08/23	GST		-5.00
	<b>Total:</b>		<b>92.28</b>
<b>1251</b>	<b>Admin Fund</b>	<b>DEBT COLLECTION FEES</b>	
15/06/23	CCA inv 423494	Snell K L	-104.50
15/06/23	GST		9.50
15/06/23	42:Debt Collection	Collection Corp Of Aust P/L	77.00
15/06/23	GST		-7.00
	<b>Total:</b>		<b>-25.00</b>
<b>13001</b>	<b>Admin Fund</b>	<b>KEYS</b>	
19/06/23	Keys Issued	G K Strata Management Pty Ltd	48.00
19/06/23	GST		-4.36
19/07/23	Keys Issued	G K Strata Management Pty Ltd	26.00
19/07/23	GST		-2.36
	<b>Total:</b>		<b>67.28</b>

## Strata Plan No. 69476

110 Wellington Street  
Waterloo NSW 2017

### ACCOUNTS SUMMARY

1 June 2023 to 21 August 2023

<u>Date</u>	<u>Details</u>	<u>Payee</u>	<u>Amount</u>
<b>134</b>	<b>Admin Fund</b>	<b>STORAGE FEES - ARCHIVE</b>	
19/06/23	Archive Fee	G K Strata Management Pty Ltd	7.20
19/06/23	GST		-0.65
19/07/23	Archive Fee	G K Strata Management Pty Ltd	7.56
19/07/23	GST		-0.69
21/08/23	Archive Fee	G K Strata Management Pty Ltd	7.70
21/08/23	GST		-0.70
	<b>Total:</b>		<b>20.42</b>
<b>1350</b>	<b>Admin Fund</b>	<b>MANAGEMENT FEES</b>	
19/06/23	Standard Management	G K Strata Management Pty Ltd	1,041.67
19/06/23	GST		-94.70
19/07/23	Standard Management	G K Strata Management Pty Ltd	1,041.67
19/07/23	GST		-94.70
21/08/23	Standard Management	G K Strata Management Pty Ltd	1,117.71
21/08/23	GST		-101.61
	<b>Total:</b>		<b>2,910.04</b>
<b>1351</b>	<b>Admin Fund</b>	<b>MANAGEMENT FEES - SCHEDULE B</b>	
19/06/23	Mgt Fees Additional	G K Strata Management Pty Ltd	326.50
19/06/23	GST		-29.68
19/07/23	Mgt Fees Additional	G K Strata Management Pty Ltd	918.10
19/07/23	GST		-83.46
21/08/23	Mgt Fees Additional	G K Strata Management Pty Ltd	153.70
21/08/23	GST		-13.97
	<b>Total:</b>		<b>1,271.19</b>
<b>1352</b>	<b>Admin Fund</b>	<b>MANAGEMENT DISBURSEMENTS</b>	
19/06/23	Post - Rate 3	G K Strata Management Pty Ltd	132.60
19/06/23	GST		-12.05
19/06/23	Work Orders	G K Strata Management Pty Ltd	364.00
19/06/23	GST		-33.09
19/06/23	Printing	G K Strata Management Pty Ltd	1,321.91
19/06/23	GST		-120.17
19/06/23	Large Envelopes	G K Strata Management Pty Ltd	11.60
19/06/23	GST		-1.05
19/06/23	Postage - Standard	G K Strata Management Pty Ltd	76.36
19/06/23	GST		-6.94
19/06/23	Emails	G K Strata Management Pty Ltd	87.04
19/06/23	GST		-7.91
19/06/23	Post - Rate 6	G K Strata Management Pty Ltd	1.77
19/06/23	GST		-0.16
19/07/23	Post - Rate 2	G K Strata Management Pty Ltd	3.93
19/07/23	GST		-0.36
19/07/23	Work Orders	G K Strata Management Pty Ltd	156.00

## Strata Plan No. 69476

110 Wellington Street  
Waterloo NSW 2017

### ACCOUNTS SUMMARY

1 June 2023 to 21 August 2023

<u>Date</u>	<u>Details</u>	<u>Payee</u>	<u>Amount</u>
<b>1352</b>	<b>Admin Fund</b>	<b>MANAGEMENT DISBURSEMENTS</b>	
19/07/23	GST		-14.18
19/07/23	Printing	G K Strata Management Pty Ltd	219.09
19/07/23	GST		-19.92
19/07/23	Large Envelopes	G K Strata Management Pty Ltd	0.40
19/07/23	GST		-0.04
19/07/23	Postage - Standard	G K Strata Management Pty Ltd	103.80
19/07/23	GST		-9.44
19/07/23	Emails	G K Strata Management Pty Ltd	87.60
19/07/23	GST		-7.96
19/07/23	Post - Rate 6	G K Strata Management Pty Ltd	77.88
19/07/23	GST		-7.08
19/07/23	Quotes	G K Strata Management Pty Ltd	26.00
19/07/23	GST		-2.36
19/07/23	Express Post Medium	G K Strata Management Pty Ltd	10.00
19/07/23	GST		-0.91
19/07/23	Computer & Telephone	G K Strata Management Pty Ltd	408.03
19/07/23	GST		-37.09
21/08/23	Work Orders	G K Strata Management Pty Ltd	140.00
21/08/23	GST		-12.73
21/08/23	Printing	G K Strata Management Pty Ltd	73.44
21/08/23	GST		-6.68
21/08/23	Common Seal	G K Strata Management Pty Ltd	41.00
21/08/23	GST		-3.73
21/08/23	Postage - Standard	G K Strata Management Pty Ltd	79.58
21/08/23	GST		-7.23
21/08/23	Emails	G K Strata Management Pty Ltd	41.85
21/08/23	GST		-3.80
21/08/23	Post - Rate 6	G K Strata Management Pty Ltd	50.76
21/08/23	GST		-4.61
	<b>Total:</b>		<b>3,195.15</b>
<b>1365</b>	<b>Admin Fund</b>	<b>MISCELLANEOUS EXPENSE</b>	
10/07/23	REIMB Honorarium	Ms Sharon M Kelly	2,100.00
10/07/23	GST		-190.91
	<b>Total:</b>		<b>1,909.09</b>
<b>14009</b>	<b>Admin Fund</b>	<b>R &amp; M - CLEANING</b>	
26/06/23	Clean Jun23	Mjt Group Pty Ltd	1,072.50
26/06/23	GST		-97.50
12/07/23	Clean Jul23	Mjt Group Pty Ltd	1,122.00
12/07/23	GST		-102.00
	<b>Total:</b>		<b>1,995.00</b>

## Strata Plan No. 69476

110 Wellington Street  
Waterloo NSW 2017

### ACCOUNTS SUMMARY

1 June 2023 to 21 August 2023

<u>Date</u>	<u>Details</u>	<u>Payee</u>	<u>Amount</u>
<b>14011</b>	<b>Admin Fund</b>	<b>R &amp; M - CLEANING-PRESS CLEAN</b>	
02/06/23	High Pressure Clean	Mjt Group Pty Ltd	630.00
02/06/23	GST		-57.27
	<b>Total:</b>		<b>572.73</b>
<b>14012</b>	<b>Admin Fund</b>	<b>R &amp; M - CLEANING-WINDOWS/GLASS</b>	
26/06/23	Window Cleaning	Knights Window Cleaning	2,200.00
26/06/23	GST		-200.00
	<b>Total:</b>		<b>2,000.00</b>
<b>14020</b>	<b>Admin Fund</b>	<b>R &amp; M - DOORS &amp; WINDOWS</b>	
02/06/23	Repair Sliding Door	Eco Maintenance	578.60
02/06/23	GST		-52.60
02/06/23	Tighten Door Spring	Express Glass	360.80
02/06/23	GST		-32.80
17/07/23	Reglaze Glass	Express Glass	969.10
17/07/23	GST		-88.10
	<b>Total:</b>		<b>1,735.00</b>
<b>14022</b>	<b>Admin Fund</b>	<b>R &amp; M - ELECTRICAL</b>	
05/06/23	Repair House Power	Hps Electrical Contracting	203.50
05/06/23	GST		-18.50
09/08/23	Repair Smoke Alarm	Hps Electrical Contracting	127.60
09/08/23	GST		-11.60
	<b>Total:</b>		<b>301.00</b>
<b>14027</b>	<b>Admin Fund</b>	<b>R &amp; M - FIRE PROTECTION</b>	
23/06/23	Repair Hose Reel	Aft Australia	935.00
23/06/23	GST		-85.00
17/07/23	Fire Safety Repairs	Albatross Fire Pty Ltd	544.50
17/07/23	GST		-49.50
31/07/23	Fire Jun-Aug23	Aft Australia	834.63
31/07/23	GST		-75.88
	<b>Total:</b>		<b>2,103.75</b>
<b>14035</b>	<b>Admin Fund</b>	<b>R &amp; M - GENERAL REPAIRS</b>	
09/08/23	Fix Floor Mat	Eco Maintenance	258.50
09/08/23	GST		-23.50
	<b>Total:</b>		<b>235.00</b>
<b>14038</b>	<b>Admin Fund</b>	<b>R &amp; M - GUTTERS &amp; DOWNPIPES</b>	
08/08/23	Clear Gutters	Affordable Gutter Cleaning	1,100.00
08/08/23	GST		-100.00
	<b>Total:</b>		<b>1,000.00</b>

## Strata Plan No. 69476

110 Wellington Street  
Waterloo NSW 2017

### ACCOUNTS SUMMARY

1 June 2023 to 21 August 2023

<u>Date</u>	<u>Details</u>	<u>Payee</u>	<u>Amount</u>
<b>14042</b>	<b>Admin Fund</b>	<b>R &amp; M - INS CLAIMABLE REPAIR</b>	
23/06/23	InstallRollerShutter	Aa Allgate Automation (Nsw)	5,559.40
23/06/23	GST		-505.40
	<b>Total:</b>		<b>5,054.00</b>
<b>14044</b>	<b>Admin Fund</b>	<b>R &amp; M - LAWNS &amp; GARDENS</b>	
04/07/23	Grdn 10/06/23	Sydney Lawns & Gardens P/L	624.01
04/07/23	GST		-56.73
17/07/23	Irrigation Consultat	Sydney Lawns & Gardens P/L	132.00
17/07/23	GST		-12.00
02/08/23	Grdn 10/07/23	Sydney Lawns & Gardens P/L	655.00
02/08/23	GST		-59.55
02/08/23	Quarterly Fertiliser	Sydney Lawns & Gardens P/L	216.00
02/08/23	GST		-19.64
	<b>Total:</b>		<b>1,479.09</b>
<b>14049</b>	<b>Admin Fund</b>	<b>R &amp; M - LOCKS KEYS &amp; CARD KEYS</b>	
05/06/23	Repair Gate	Bells Locksmiths	297.00
05/06/23	GST		-27.00
05/06/23	Repair Door Lock	Bells Locksmiths	264.00
05/06/23	GST		-24.00
26/06/23	Replace Gate Spindle	Bells Locksmiths	522.50
26/06/23	GST		-47.50
09/08/23	ReplaceLetterboxLock	Bells Locksmiths	181.50
09/08/23	GST		-16.50
	<b>Total:</b>		<b>1,150.00</b>
<b>14055</b>	<b>Admin Fund</b>	<b>R &amp; M - PLUMBING &amp; DRAINAGE</b>	
02/06/23	Repair Carpark Leak	Howard Plumbing P/L	3,514.50
02/06/23	GST		-319.50
05/06/23	Clear Blockage	Howard Plumbing P/L	452.65
05/06/23	GST		-41.15
05/06/23	Dug Out Drainage Pit	Richard Muirhead Bricklaying	770.00
05/06/23	GST		-70.00
23/06/23	Repair Leak	Howard Plumbing P/L	209.50
23/06/23	GST		-19.05
23/06/23	Investigate Leak	Howard Plumbing P/L	451.00
23/06/23	GST		-41.00
	<b>Total:</b>		<b>4,906.95</b>
<b>14061</b>	<b>Admin Fund</b>	<b>R &amp; M - ROOF</b>	
19/06/23	Repair Roof Leak	Anz Roofing Pty Ltd	385.00
19/06/23	GST		-35.00
19/06/23	Roof Repairs	Anz Roofing Pty Ltd	385.00
19/06/23	GST		-35.00
	<b>Total:</b>		<b>700.00</b>

## Strata Plan No. 69476

110 Wellington Street  
Waterloo NSW 2017

### ACCOUNTS SUMMARY

1 June 2023 to 21 August 2023

<u>Date</u>	<u>Details</u>	<u>Payee</u>	<u>Amount</u>
<b>173</b>	<b>Admin Fund</b>	<b>SECTION 184 CERTIFICATES</b>	
21/08/23	Section 184 Cert	G K Strata Management Pty Ltd	119.90
21/08/23	GST		-10.90
	<b>Total:</b>		<b>109.00</b>
<b>1852</b>	<b>Admin Fund</b>	<b>UTILITY - WATER &amp; SEWERAGE</b>	
18/08/23	SYDNEY WATER 1155001		3,442.37
	<b>Total:</b>		<b>3,442.37</b>
<b>195</b>	<b>Admin Fund</b>	<b>OPENING BALANCE</b>	
06/06/22	Last Year Entry		-2,985.00
06/06/22	Last Year Entry		2,985.00
06/06/22	Last Year Entry		-2,985.00
04/07/22	Last Year Entry		-3,418.18
04/07/22	Last Year Entry		3,418.18
01/08/22	Last Year Entry		-260.00
01/08/22	Last Year Entry		260.00
01/08/22	Last Year Entry		-681.00
07/10/22	Last Year Entry		1,481.94
07/10/22	Last Year Entry		-1,481.94
28/10/22	Last Year Entry		-1,161.82
23/11/22	Last Year Entry		-216.82
01/12/22	Last Year Entry		-1,753.00
10/02/23	Last Year Entry		-150.00
22/02/23	Last Year Entry		-2,675.38
20/03/23	Last Year Entry		-608.00
24/03/23	Last Year Entry		-1,470.00
01/06/23	Brought Forward		-17,042.11
	<b>Total:</b>		<b>-28,743.13</b>
<b>201</b>	<b>Capital Works Fund</b>	<b>CAPITAL WORKS LEVY INCOME</b>	
01/08/23	01/08/23 to 31/10/23		-16,222.58
01/08/23	GST		1,474.78
	<b>Total:</b>		<b>-14,747.80</b>
<b>224</b>	<b>Capital Works Fund</b>	<b>CARPETS &amp; STAIRS NOSING</b>	
23/06/23	Install Carpet	Carpet Power	1,155.00
23/06/23	GST		-105.00
	<b>Total:</b>		<b>1,050.00</b>
<b>2565</b>	<b>Capital Works Fund</b>	<b>PEST SERVICES</b>	
02/06/23	Install Bird Spikes	Kevin Joyce Pest Services	1,320.00
02/06/23	GST		-120.00
	<b>Total:</b>		<b>1,200.00</b>



## Strata Plan No. 69476

110 Wellington Street  
Waterloo NSW 2017

### ACCOUNTS SUMMARY

1 June 2023 to 21 August 2023

<u>Date</u>	<u>Details</u>	<u>Payee</u>	<u>Amount</u>
<b>2601</b>	<b>Capital Works Fund</b>	<b>REMEDIAL - BUILDING WORKS</b>	
05/06/23	Repaint Pavers	Richard Muirhead Bricklaying	1,760.00
05/06/23	GST		-160.00
05/06/23	Exhaust stack Waterp	Richard Muirhead Bricklaying	1,650.00
05/06/23	GST		-150.00
23/06/23	CP: Replace Pavers	Richard Muirhead Bricklaying	1,320.00
23/06/23	GST		-120.00
	<b>Total:</b>		<b>4,300.00</b>
<b>264</b>	<b>Capital Works Fund</b>	<b>ROOF</b>	
08/08/23	Roof Repairs	Anz Roofing Pty Ltd	3,575.00
08/08/23	GST		-325.00
08/08/23	Roof Repairs	Anz Roofing Pty Ltd	7,563.60
08/08/23	GST		-687.60
	<b>Total:</b>		<b>10,126.00</b>

## Strata Plan No. 69476

110 Wellington Street  
Waterloo NSW 2017

### CREDITORS BALANCE REPORT

21 August 2023

Account No

Name

Amount

No Records To Report



Body Corporate Brokers Pty Ltd  
Level 11, 338 Pitt Street  
Sydney NSW 2000  
Ph: 02 9024 3850  
Email: nsw@bcb.com.au  
A.B.N. 95 002 809 298  
A.F.S.L. 244529

## NEW BUSINESS TAX INVOICE

The Owners Of Strata Plan 69476  
C/- GK Strata Management  
Suite 401, Level 4 / 55 Mountain Street  
BROADWAY NSW 2007

Date: 16/11/2022  
Invoice Number: 761040  
Key Contact: Aiden O'Dea

Thank you for using our services to arrange this insurance cover.

Brief details of the cover arranged on your behalf are given below. You should refer to the policy documents issued by the insurer for complete policy terms and conditions.

Please read carefully the important notices attached regarding your duty of disclosure. Do not hesitate to contact us with any questions you may have.

Type of Policy	Strata Domestic
Insured	The Owners Of Strata Plan 69476
Description	110 Wellington Street, Waterloo, NSW, 2017
Insurer	AXIS UNDERWRITING SERVICES PTY LTD
Policy Number	P-017872
Period of Insurance	15/11/2022 to 15/11/2023

Premium	FSL	Insurer Agency Policy Fee	Insurer Total GST	Stamp Duty	Admin Fee	Admin Fee GST	Invoice Total
\$25,128.70	\$3,625.67	\$ 200.00	\$2,895.44	\$2,846.68	\$1,256.44	\$ 125.64	<b>\$36,078.57</b>

### Payment Options



**DEFT Reference Number**  
**40507627610401**

Pay by credit card or registered bank account at [www.deft.com.au](http://www.deft.com.au) or phone **1300 78 11 45**. Payments by credit card may attract a surcharge.



\*498 405076 27610401

Pay in-store at Australia Post by cheque or EFTPOS



**Biller Code: 20362**  
**Ref: 40507627610401**

### Body Corporate Brokers Pty Ltd

Want to pay monthly?



[Click here to accept online](#)

Total amount payable \$38,086.81  
(includes application fee and credit charges)  
or visit [edge.iqumulate.com/myaccount](http://edge.iqumulate.com/myaccount)  
Enter code: **AHB6QT6XUK**

✓  
Smooth out cash flow  
Easy monthly payments  
No additional security

**Name:** The Owners Of Strata Plan 69476  
**Invoice No:** 761040  
**Due Date:** **29/11/2022**

1 <sup>st</sup> instalment of:	\$3,862.68
followed by 9 instalments of:	\$3,802.68
<b>or Total Due:</b>	<b>\$36,078.57</b>

Contact your participating financial institution to make BPAY payments using the biller code and reference number as detailed above

+405076 27610401 <

003607857<2+

**Policy Number** P-017872

**Insurer** XL Insurance Company SE (Australia Branch)  
 ABN: 36 083 570 441  
 UMR: B0334SC3342022688

**Period of Cover** 15/11/2022 to 15/11/2023 at 4pm

**Insured** SP 69476

**Interested Parties** None

**Situation** 110 Wellington Street, WATERLOO, NSW, 2017

<b>Section</b>	<b>Limit/Sum Insured</b>
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<b>1. Insured Property</b>	Insured
Building	\$26,859,000
Common Area Contents	\$268,590
Loss of Rent	\$4,028,850
Floating Floorboards	Selected
Catastrophe Insurance	15%
<b>2. Public or Legal Liability</b>	Insured
Limit of Liability	\$30,000,000
<b>3. Personal Accident</b>	Insured
Death	\$200,000
Total Disablement (per week)	\$2,000
<b>4. Fidelity Guarantee</b>	Insured
Sum Insured	\$100,000
<b>5. Machinery Breakdown</b>	Insured
Sum Insured	\$100,000
<b>6. Office Bearers Legal Liability</b>	Insured
Limit of Liability	\$5,000,000
<b>7. Government Audit and Related Covers</b>	Insured
Audit Fees	\$25,000
Legal Defence Expenses	\$50,000
Appeal Expenses	\$100,000
<b>Lot Owners Fixtures and Improvements</b>	Insured
Sum Insured	\$300,000

**Excesses**

**1. Insured Property**

Standard \$1,500

The Standard Excess applies to each and every claim. For all Personal Accident claims a 7 Day Waiting Period applies.

Water Damage Excess \$1,500

**Policy Wording**

Axis Residential Strata Policy AXISRESPOL 102021

**Imposed Conditions**

**Condition # 1**

**Name** Water Damage Lifts

**Code** WATERLIFT

**Related Cover** Policy

**Wording** All water damage claims to lift motor are excluded if the lift motor is located below the lift and sensors have not been fitted.

**Notes**

None

Document template version: 01.06.00.00

## **NOTICE TO INTENDING INSURED**

### **General Advice Warning**

Any reference in this document to "you" or "your" is a reference to the insured.

Any advice we provide in this document is of a general nature only and may be based on incomplete or inaccurate information, and details about policies of insurance represent summary information only. Before acting on this advice you should consider its appropriateness in light of your particular objectives, needs and financial situation. For full details, terms and conditions, limits and exclusions in respect to any policy of insurance you should refer to the policy summary in this document, the policy wording, and to the relevant Product Disclosure Statement (PDS) which is available from your strata manager, our website, or by contacting us. For more information about BCB's significant relationships and remuneration arrangements please refer to our Financial Services Guide.

### **Important Notices**

We draw your attention to the following important notices which may affect claims settlements under your policy. These notices are provided in the context of our general advice to you. Please carefully review your policy documents and schedule to ensure you understand the conditions for your own particular circumstances. For any questions you may have concerning the cover provided please contact BCB.

### **Your Duty of Disclosure**

Before you enter into a contract of general insurance with an insurer, you have a duty, under the Insurance Contracts Act 1984, to disclose to the insurer every matter that you know or could reasonably be expected to know, is relevant to the insurer's decision whether to accept the risk of the insurance and if so, on what terms. You also have the ongoing obligation to truthfully and accurately answer any requests for information from either BCB or your insurer.

You have the same duty to disclose those matters to the insurer before you **renew, extend, vary or reinstate a contract of general insurance**.

You do not need to disclose any matter that:

- That diminishes the insurer's risk
- That is of common knowledge
- That the insurer knows or as an insurer should know; or
- That the insurer tells you they do not need to know

### **Consequence of Non-Disclosure**

If you fail to comply with your duty to disclose, the insurer may be entitled to reduce its liability under the contract in respect of a claim or may cancel the contract. If your non-disclosure is fraudulent, the insurer may also have the option of avoiding the contract from its beginning.

### **Average or Co-insurance Clauses**

Some policies contain an "average" or "co-insurance" clause which may reduce the amount of a claim payable under the policy. Consequently, where property is insured for less than full replacement value, owners may find they are liable to pay a portion of the loss or damage as self-insured.

In any policy, the insurer's maximum liability is limited to the sum insured or policy limit. Therefore it is very important that owners select sums insured which represent full replacement value for property or other limits under their policy which reflect their potential exposure to financial loss

### **'Claims Made and Notified' Provisions**

Sections of your insurance policy relating to Office Bearer's Liability, and where applicable sections covering Government Audit Costs and Legal Expenses, are arranged on a 'claims made and notified' or similar basis. This means that (subject to the other terms of the policy) these sections of the policy only provide cover for claims first made against you and notified to the insurer during the period of insurance. You should therefore ensure that any incident – or notice that is given to you – that may give rise to a claim is reported to BCB without delay when such incident or notice first comes to your attention.

### **Major Exclusions and Uninsured Risks**

Please also note that policy sections not selected by you are marked in our summary as "Not Selected" or "Not Insured". If you believe that you require cover for any of these Uninsured Risks exposures or any other major perils currently excluded, please contact us to discuss your options.

## **Cooling Off Period**

All policies are subject to a minimum cooling off period of 14 days, most strata insurers specify 21 days. Terms of the cooling off period – including the amount of premium that may be refunded – will vary across insurers and policies. Please refer to your PDS for your insurer's cooling off period. If you wish to cancel during the cooling off period, you must tell us during this period and we will notify the insurer.

## **Sums Insured**

BCB has not reviewed the adequacy of the sums insured selected, and strongly recommends that you carefully consider whether the sums insured you have selected are sufficient. If you determine that your level of cover is insufficient, please contact us to arrange amendment.

## **Flood**

We draw to your attention that flood is often a standard exclusion under the policy, please refer to your policy summary, PDS and policy wording to see if you have flood cover. If you specifically believe that you require cover for flood, please contact us to discuss your options.

## **New Claims**

Any quotation we have obtained on your behalf is based on the understanding that there will be no deterioration in the claims experience between the date the insurers have quoted their terms and the inception date of the cover. If claims do occur during this period, the insurers have the right to revise their terms quoted or withdraw their quotation.

## **Hold Blameless/Waiver of Rights/Subrogation**

You are warned that should you become a party to any agreement that has the effect of excluding or limiting your insurer's chance of recovery from a third party, your insurers may have the right to refuse to indemnify you for such loss where it is shown that your insurer's rights of recovery have been prejudiced by your action.

## **Others Parties' Interest**

This contract only covers the interest in the property of the named insured and does not extend cover to the interest of any third party in such property.

## **Complaints and Disputes**

Clients who are not fully satisfied with our services should contact our Complaints Officer (02 9024 3850). We are members of the Financial Ombudsmen Service (FOS) and its successor the Australian Financial Complaints Authority (AFCA). BCB adopts the General Insurance Brokers Code of Practice. Further information is available from our office, or contact FOS or AFCA at:

Financial Ombudsman Service Australia  
**if lodged before 1 November 2018;**  
Online : [www.fos.org.au](http://www.fos.org.au)  
Email : [info@fos.org.au](mailto:info@fos.org.au)  
Phone: 1800 367 367  
Mail : Financial Ombudsman Service Limited  
GPO Box 3 Melbourne VIC 3001

Australian Financial Complaints Authority  
**if lodged on or after 1 November 2018;**  
Online : [www.afca.org.au](http://www.afca.org.au)  
Email : [info@afca.org.au](mailto:info@afca.org.au)  
Phone 1800 931 678  
Mail : Australian Financial Complaints Authority  
GPO Box 3 Melbourne VIC 3001

## **Refund of Premiums**

In the event of any refund premium being allowed for the cancellation or adjustment of this insurance policy, Body Corporate Brokers reserves the right to retain all commission, broker fees and similar charges.

# Fire Safety Statement



Part 12 of the Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021

**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 (Street No., Street Name, Suburb and Postcode)

110 WELLINGTON STREET, WATERLOO

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

SP 69476

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

RESIDENTIAL, 3 STOREYS ABOVE GROUND, 1 STOREY BELOW GROUND

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

Full Name (Given Name/s and Family Name) \*

THE OWNERS OF STRATA PLAN 69476 C/ GK STRATA MANAGEMENT

\* Where the owner is not a person/s but an entity including a company or trust insert the full name of that entity.

Address (Street No., Street Name, Suburb and Postcode)

LOCKED BAG 22 HAYMARKET 1240

## Section 4: Fire safety measures

Fire safety measure	Minimum standard of performance	Date(s) assessed	APFS *
Automatic Fire Detection and Alarm Systems	AS 1670, AS 3786	15/11/2022	F022784A
Emergency Lighting	AS/NZS 2293.1	15/11/2022	F022784A
Exit Signs	AS/NZS 2293.1	15/11/2022	F022784A
Fire Doors	AS/NZS 1905.1	15/11/2022	F022784A
Fire Hydrant Systems	AS 2419.1 - 1994	15/11/2022	F022784A
Sliding Fire Door	AS 1905.1	15/11/2022	F022784A
Fire Windows	BCA – Specification C3.4	15/11/2022	F022784A
Hose Reel System	AS 2441	15/11/2022	F022784A
Portable Fire Extinguishers	AS 2444	15/11/2022	F022784A



# Fire Safety Statement

Part 15 of the Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021



Wall Wetting Sprinklers and Drencher Systems	AS 2118.2 - 1995	15/11/2022	F022784A
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\* See notes on page 4 about how to correctly identify an accredited practitioner (fire safety) (APFS). Also, new rows can be added if required.

## Section 5: Inspection of fire exits and paths of travel to fire exits (Part 15)

Part of the building inspected	Date(s) inspected	APFS *
All Common Areas	15/11/2022	F022784A

\* See notes on page 4 about how to correctly identify an accredited practitioner (fire safety) (APFS). Also, new rows can be added if required.

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

Full name (Given Name/s and Family Name)	Address	Phone	APFS*	Signature
Gerard Pigram	4 SIR JOSEPH BANKS STREET, BOTANY NSW 2019	9355 3222	F022784A	

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

## Section 7: Details of the person making the declaration in section 8 or 9 #

Full name (Given Name/s and Family Name)  
JOANNE JAY

Organisation (if applicable) Title/Position (if applicable)  
GK STRATA MANAGEMENT STRATA MANAGER

Address (Street No, Street Name, Suburb and Postcode)  
LOCKED BAG 22 HAYMARKET 1240

Phone Email  
(02) 8218 9999 fire@gkstrata.com.au

# The person making the declaration in section 8 or 9 must not be an APFS listed in section 6 or their employer/employee or direct associate.

## Section 8: Annual fire safety statement declaration

I, [Click here](#) JOANNE JAY (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) as capable of performing:
  - for an essential fire safety measure specified in the fire safety schedule, to a standard no less than that specified in the schedule, or
  - for an essential fire safety measure applicable to the building but not specified in the 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 grounds for a prosecution under Part 15 of the Regulation.

Owner/Agent Signature  Date issued 13/02/2023



## 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 this statement has been assessed by an accredited practitioner (fire safety) as capable of performing to at least the standard required by the current fire safety schedule for the building.

Owner/Agent Signature

Date issued

### Note:

- A fire safety statement for a building must not be issued unless the statement is accompanied by a fire safety schedule for the building in accordance with the Regulation.
- The building owner(s) are also responsible for ensuring that essential fire safety measures are maintained in accordance with section 81 of the Regulation. An agent cannot be made responsible for this requirement.

## SCHEDULE OF ESSENTIAL OR CRITICAL FIRE SAFETY MEASURES

PREMISES: 110 Wellington Street , WATERLOO NSW 2017

The following items shall be certified:

### Fire Safety Schedule

	FIRE SAFETY MEASURES	STANDARD OF PERFORMANCE
1.	Automatic fire detection and alarm systems	AS 1670, AS 3786
2.	Emergency lighting	AS/NZS 2293.1
3.	Exit signs	AS/NZS 2293.1
4.	Fire doors	AS/NZS 1905.1
5.	Fire hydrants systems	AS 2419.1
6.	Sliding fire door	AS 1905.1
7.	Fire windows	BCA - Specification C3.4
8.	Hose reel system	AS 2441
9.	Portable fire extinguishers	AS 2444
10.	Wall wetting sprinklers and drencher systems	AS 2118

**Note:**

This information is compiled for your assistance from information previously provided to Council. Any errors in the information do not remove your statutory obligation to furnish an Annual Fire Safety Statement with measures maintained to the correct standard of performance.

**MINUTES OF THE ANNUAL GENERAL MEETING**

**STRATA PLAN 69476**

**110 WELLINGTON STREET, WATERLOO NSW 2017**

**DATE, PLACE & TIME OF MEETING:** The Annual General Meeting of The Owners - Strata Plan No. 69476 was held on Wednesday 17 July 2019 in the Boardroom of GK Strata Management Pty Ltd, Suite 401, Level 4, 55 Mountain Street, Broadway. The meeting commenced at 6:00pm.

**PRESENT:** D Norton (Lot 4)  
S Rodgers (Lot 19)  
A Garcia (Lot 21)  
K Glass (Lot 26)  
R Zanellato (Lot 36)  
E Melhem (Lot 37)  
S Kelly (Lot 38)  
L O'Connor (Lot 39)  
A Williamson (Lot 40)  
N Sheils (Lot 41)  
S Trant (Lot 49)

**PRESENT BY PROXY:** K Chau & F Chen (Lot 24) to S Chau  
A Satti (Lot 46) to D Russell-Cooper  
S Trant (Lot 58) to D Pentecost

**IN ATTENDANCE:** D Russell-Cooper (GKSM)  
K James  
S Chau  
D Pentecost

**CHAIRPERSON:** D Russell-Cooper (GKSM)  
**SECRETARY:** D Russell-Cooper (GKSM)

**1. MINUTES:**

- 1.1 That the minutes of the last general meeting of the Owners Corporation, held on 12 September 2018, be confirmed as a true record of the proceedings of that meeting.

**CARRIED**

**2. ANNUAL FIRE SAFETY STATEMENT:**

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

**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**

**3. INSURANCES:***(Existing Insurances)*

3.1 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	DUE DATE
QBE Mercantile Mutual	Building	HU0037129	\$26,713,933	15 November 2019
QBE Mercantile Mutual	Loss of Rent / Temporary Accommodation	HU0037129	\$4,007,090	15 November 2019
QBE Mercantile Mutual	Common Area Contents	HU0037129	\$267,139	15 November 2019
QBE Mercantile Mutual	Liability to Others	HU0037129	\$30,000,000	15 November 2019
QBE Mercantile Mutual	Voluntary Workers	HU0037129	\$300,000	15 November 2019
QBE Mercantile Mutual	Fidelity Guarantee	HU0037129	\$250,000	15 November 2019
QBE Mercantile Mutual	Office Bearer's Legal Liability	HU0037129	\$5,000,000	15 November 2019
QBE Mercantile Mutual	Machinery Breakdown	HU0037129	\$100,000	15 November 2019
QBE Mercantile Mutual	Catastrophe Insurance Extended Cover – Rent / Temp Accommodation Escalation in Cost of Temp Accommodation Cost of Storage and Evacuation	HU0037129	\$4,007,090 \$601,063 \$200,355 \$200,355	15 November 2019
QBE Mercantile Mutual	Government Audit Costs	HU0037129	\$25,000	15 November 2019
QBE Mercantile Mutual	Appeal Expenses – Common Property Health and Safety Breaches	HU0037129	\$100,000	15 November 2019
QBE Mercantile Mutual	Legal Defence Expenses	HU0037129	\$50,000	15 November 2019
QBE Mercantile Mutual	Lot Owner's Fixtures and Improvements (Per Lot)	HU0037129	\$250,000	15 November 2019
QBE Mercantile Mutual	Flood	HU0037129	Selected	15 November 2019
QBE Mercantile Mutual	Workers Compensation	HU0037129	<b>Not Selected</b>	15 November 2019

Date on which the premiums were last paid: 12 November 2018.

**CARRIED**

3.2 That the insurances of the Owners Corporation be varied at the insurer's suggested values and/or as specified below.

**CARRIED***(Additional Insurances)*

3.3 That the insurances of the Owners Corporation be extended to include the following additional optional insurances.

**LOST***(Workers Compensation Insurance)*

3.4 That the Owners Corporation confirms 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**

**4. COMMISSIONS AND TRAINING SERVICES:**

4.1 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.

**CARRIED**

**5. VALUATION:**

5.1 That the property of the Strata Scheme be re-valued for insurance purposes.

**LOST**

**6. REAPPOINTMENT OF MANAGING AGENT:**

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

- a) GK Strata Management Pty Limited be appointed as strata managing agent of Strata Scheme No. **69476** 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 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.

**CARRIED**

**7. AUDITOR:**

7.1 That an auditor be appointed and that auditor be CBC Partners.

**CARRIED**

**8. CAPITAL WORKS FUND PLAN:**

8.1 That the Owners Corporation review the Capital Works Fund analysis prepared by Solutions IE on 26 October 2017.

**LOST**

**9. RESTRICTED MATTERS:**

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

**CARRIED**

**10. GST REGISTRATION:**

10.1 That the Owners Corporation resolves to confirm its current GST registration.

**CARRIED**

**11. SAFETY AUDIT REPORT:**

11.1 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.

**LOST****12. ENGAGEMENT OF CONTRACTORS:**

12.1 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"> <li>• Must be registered as a business for tax purposes in Australia</li> <li>• Must have a minimum \$10 million Public &amp; Product Liability Insurance (in respect of each and every occurrence and unlimited in aggregate for any one period of cover)</li> <li>• Must have a minimum \$1 million Professional Indemnity Insurance (where applicable)</li> <li>• Must have Statutory Workers Compensation Insurance for all employees or Personal and Accident Insurance as a Sole Trader</li> <li>• Must hold all licences as relevant to services provided</li> <li>• Must have an established Quality Management system (Consultants only)</li> <li>• Must have an established Health &amp; Safety Management system</li> <li>• Must accept PICA Terms and Conditions of engagement and Business Code of Conduct.</li> </ul>
Definitions:	<ul style="list-style-type: none"> <li>• 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.</li> <li>• 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.</li> </ul>

**CARRIED****13. ACCOUNTING RECORDS AND BUDGET:**

13.1 That the financial statements, including the statement of key financial information for the period ended 31 May 2019, be adopted.

**CARRIED**

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

**CARRIED****14. CONTRIBUTIONS:**

14.1 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 \$167,750.00 Inc GST in instalments set out in the table below:

Due date	Amount excl. GST	GST	Amount incl. GST
1 August 2019	\$38,125.00	\$3,812.50	\$41,937.50
1 November 2019	\$38,125.00	\$3,812.50	\$41,937.50
1 February 2020	\$38,125.00	\$3,812.50	\$41,937.50
1 May 2020	\$38,125.00	\$3,812.50	\$41,937.50
<b>TOTAL</b>	<b>\$152,500.00</b>	<b>\$15,250.00</b>	<b>\$167,750.00</b>

**CARRIED**

14.2 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 \$62,000.00 Inc GST in instalments set out in the table below:

Due date	Amount excl. GST	GST	Amount incl. GST
1 August 2019	\$14,090.91	\$1,409.09	\$15,500.00
1 November 2019	\$14,090.91	\$1,409.09	\$15,500.00
1 February 2020	\$14,090.91	\$1,409.09	\$15,500.00
1 May 2020	\$14,090.91	\$1,409.09	\$15,500.00
<b>TOTAL</b>	<b>\$56,363.64</b>	<b>\$5,636.36</b>	<b>\$62,000.00</b>

**CARRIED**

14.3 That the Administrative Fund and Capital Works Fund contributions be continued at quarterly intervals until further determined:

**Administrative Fund**

Due date	Amount excl. GST	GST	Amount incl. GST
1 August 2020	\$38,125.00	\$3,812.50	\$41,937.50

**Capital Works Fund**

Due date	Amount excl. GST	GST	Amount incl. GST
1 August 2020	\$14,090.91	\$1,409.09	\$15,500.00

**CARRIED**

**15. LEVY COLLECTION PROCEDURES:**

15.1 That the Owners - Strata Plan No **69476**, 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 from the levy due date;
- b. Levy Recovery Step 2: Issue 1<sup>st</sup> levy recovery letter 60 days from the levy due date;
- c. Levy Recovery Step 3: Issue 2<sup>nd</sup> levy recovery letter 75 days from 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 \$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 **69476** 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:

Nomination:	Nominated by:
S Rodgers (Lot 19)	Self-Nominated
A Garcia (Lot 21)	Self-Nominated
E Melhem (Lot 37)	Self-Nominated
S Kelly (Lot 38)	Self-Nominated
A Williamson (Lot 40)	Self-Nominated
N Sheils (Lot 41)	Self-Nominated
S Trant (Lot 49)	Self-Nominated

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.

**CARRIED**

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 seven (7).

**CARRIED**

16.4 That the following be declared as being elected members of the Strata Committee:

- S Rodgers (Lot 19)
- A Garcia (Lot 21)
- E Melhem (Lot 37)
- S Kelly (Lot 38)
- A Williamson (Lot 40)
- N Sheils (Lot 41)
- S Trant (Lot 49)

**CARRIED**

**17. SPECIAL RESOLUTION REQUIRED – SPECIAL BY-LAW 6 – BATHROOM IMPROVEMENTS FOR LOT 33:**

17.1 That the Owners – Strata Plan No. 69476 (the “Owners Corporation”) by **SPECIAL RESOLUTION**, pursuant to Sections 141 and 142 of the Strata Schemes Management Act 2015, make an additional by-law for the benefit the Owner Lot 33 (the “Owner”) in the following terms:

**SPECIAL BY-LAW 6 – BATHROOM IMPROVEMENTS FOR LOT 33**

1. This by-law confers on the Owner special privileges in respect of part of the common property as a consequence of the Improvements to be made to the Owners’ lot.
2. The special privileges conferred by this by-law are the rights to alter and use the common property by making Improvements that affect the common property.

3. **“Owners”** means the owner or owners of the Lot 33 from time to time in Strata Plan 69476.
4. **“Improvements”** means the alterations and additions undertaken within the Lot by the Owner (at the Owners’ cost and to remain the Owners’ fixtures that affect the common property) for the renovation of the existing bathroom as detailed below:
  - a) Remove existing tub.
  - b) Stripping old frame.
  - c) Remove the shower area tiles.
  - d) Install the shower.
5. The Owners Corporation, under this by-law, provides its consent for the special privileges granted to the Owner of the Lot.
6. The Owner must not carry out the Improvements except in accordance with this by-law.
7. Words defined in the Strata Schemes Management Act 2015 have the meaning given to them in that Act.
8. In this by-law a word which denotes references to legislation includes references to amending and replacing legislation.
9. To the extent of any inconsistency with previous by-laws, this by-law prevails.

## **CONDITIONS**

### **Before making Improvements**

10. The Owners must notify the Strata Committee at least 7 days before undertaking the works and obtain the prior written approval for the works from:
  - a) The Strata Committee of the Owners Corporation; and
  - b) Any other relevant statutory authority whose requirements apply to undertaking the works.
11. The Owners must submit to the Strata Committee the following documents relating to undertaking the works prior to obtaining written approval from the Strata Committee:
  - a) Basic Plans, drawings and / or specifications of work; and
  - b) Any other documents reasonably required by the Strata Committee.
12. The Owners must ensure that any party carrying out the Improvements effects and maintains contractors all works insurance, workers compensation insurance and public liability insurance in the amount of a minimum of \$10,000,000 and any other insurance required by law and provides certificates of currency evidencing the insurance on request by the Owners Corporation.
13. The Owners must ensure that all works undertaken comply with the standards as set out in the Building Code of Australia (BCA) and any relevant AS/NZS standards current at the time the works are undertaken.

### **Carrying out the Improvements**

14. In carrying out the Improvements, the Owners must:

- a) Protect all areas of the building outside their lot from damage by making the Improvements or the transportation of materials and equipment;
- b) Transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the Owners Corporation;
- c) Only make the Improvements at the times approved by the Owners Corporation;
- d) Remove all debris resulting from making the Improvements immediately from the building;
- e) Keep all areas of the building outside their lot clean and tidy and at the owners expense employ a cleaner if necessary to clean the common area of the strata where it is dirty as a result of the improvements and this applies throughout the performance of making the Improvements;
- f) Not create noise that causes unreasonable discomfort, disturbance or interference with activities of any other occupier of the building;
- g) Comply with the requirements of the Owners Corporation to comply with any by-laws and any relevant statutory authority concerning the performance of making the Improvements.

15. The Owners must ensure that the Improvements shall be done:

- a) In a proper and workmanlike manner and by duly licensed insured contractors; and
- b) In accordance with the drawings and specifications approved by the Owners Corporation.

#### **After Completing the Improvements**

16. The Owners must notify the Strata Committee that the works have been completed.

17. If required, the Owners must deliver to the Strata Committee:

- a) A waterproofing certificate by a Master Plumber or Certifier to evidence that the waterproofing has been applied in accordance with industry best practice meets the BCA and AS/NZS standards;
- b) Any other document reasonably required by the Strata Committee in relation to the Improvements undertaken by the Owners.

#### **Repair and Maintenance**

18. The Owners must, at the Owners' cost:

- a) Properly maintain and keep the common property to which the Improvements are erected or attached in a state of good and serviceable repair; and
- b) Properly maintain and keep the Improvements in a state of good and serviceable repair and must replace the Improvements (or any part of them) as required from time to time.

19. If the Owners removes the Improvements or any part of the Improvements made under this bylaw, the Owners must at the Owners own cost, restore and reinstate the common property to its original condition.

#### **Liability and Indemnity**

20. The Owners indemnifies the Owners Corporation against:

- a) Any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the common property or to other property to the extent that such injury, loss or damage arises from or in relation to the Improvements;

- b) Liability under Section 122 (6) of the Strata Schemes Management Act 2015 in respect of repair of the common property attached to the Improvements.
21. Any loss and damage suffered by the Owners Corporation as a result of making the Improvements may be recovered from the Owners as a debt due to the Owners Corporation on demand with interest at the rate of 10% per annum until the loss and damage is made good.
  22. To the extent that Section 106(3) of the Strata Schemes Management Act 2015 is applicable, the Owners Corporation determines it is inappropriate for the Owners Corporation to maintain, renew, replace or repair the Improvements proposed under this by-law.
  23. The Owners must pay the reasonable costs of the Owners Corporation incidental to the making and registering of this by-law.
  24. If this by-law is not already registered, then the Managing Agent be authorised to register this by-law on behalf of the Owners Corporation affix the common seal in accordance with Section 273 of the Strata Schemes Management Act 2015 together with any other by-laws the Owners Corporation wish to create.
  25. This by-law may be held over from registration for a period up to 6 months with further by-laws so that they are all registered at the same time, but has the same effect to the owners as if it was registered.

**UNANIMOUSLY CARRIED – SPECIALLY RESOLVED  
2192 UNIT ENTITLEMENTS IN FAVOUR / 0 UNIT ENTITLEMENTS AGAINST**

Definitions:

Act – Strata Schemes Management Act 2015

CLOSURE: There being no further business, the chairperson declared the meeting closed at 6:40pm.

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## **Actions and Resolutions**

### **New Action Items**

<b>Action</b>	<b>Who</b>	<b>Due Date</b>
1. Obtain audit.	GK Strata Management	FYE 2020
2. Update Strata Committee.	GK Strata Management	26/07/19
3. Register Special By-Law 6.	GK Strata Management	1/10/19

### **Closed Action Items**

<b>Action</b>	<b>Who</b>	<b>Outcome</b>
1. Arrange contractor to attend Unit 40 and repair fire door.	GK Strata Management	Complete
2. Update Strata Committee (2018).	GK Strata Management	Complete
3. Register Special By-Law 5.	GK Strata Management	Complete

<b>Action</b>	<b>Who</b>	<b>Outcome</b>
4. Arrange 2 quotes to install LED lighting in the garage / common areas.	GK Strata Management	Complete
5. Arrange signage upgrade. A Williamson (Lot 40) to be site contact.	GK Strata Management	Complete
6. Engage gardener to trim trees near Unit 37.	GK Strata Management	Complete
7. Advise Strata Committee when the last pressure cleaning of common areas was carried out and book the next clean on the anniversary date.	GK Strata Management	Complete

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**Signed: Daniel Russell-Cooper**

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**Date: 19 July 2019**

**MINUTES OF THE ANNUAL GENERAL MEETING  
STRATA PLAN 69476  
110 WELLINGTON STREET WATERLOO NSW 2017**

DATE, PLACE & TIME  
OF MEETING:

The Annual General Meeting of The Owners – Strata Plan No. **69476** was held on **Tuesday, 18<sup>th</sup> August 2020** via **Video-Conference**. The meeting commenced at **6:30PM**.

PRESENT:

D Norton (Lot 4)  
C Patsalos (Lot 8)  
M M Mangan (Lot 17)  
A M Walsh (Lot 18)  
S Rodgers (Lot 19)  
A M T Garcia (Lot 21)  
K M Glass (Lot 26)  
R E Brewer (Lot 28)  
J Nguyen (Lot 32)  
F Cortevesio (Lot 36)  
E Melhem (Lot 37)  
S M Kelly (Lot 38)  
A Williamson (Lot 40)  
A Satti (Lot 46)  
K L Smith (Lot 47)  
S K Trant (Lot 49)  
S K Trant (Lot 58)

IN ATTENDANCE:

Sean O’Dea – GK Strata Management Pty Ltd

CHAIRPERSON/SECRETARY:

Sean O’Dea – GK Strata Management Pty Ltd (under delegation)

**1. ADOPT OTHER MEANS OF VOTING:**

- 1.1 That the Owners Corporation of SP 69476 RESOLVES to adopt the following alternate means of voting at meetings of the owners corporation:
- a. Voting by means of teleconference while participating in a meeting from a remote location;
  - b. Voting by means of video-conferencing while participating in a meeting from a remote location;
  - c. Voting by means of email while participating in a meeting from a remote location;
  - d. Voting by means of other electronic means while participating in a meeting from a remote location;
  - e. Voting by means of email before the meeting; or
  - f. Voting by other electronic means before the meeting.

***CARRIED***

**2. MINUTES:**

- 2.1 That the minutes of the last general meeting of the Owners Corporation, held on **17/07/2019**, be confirmed as a true record of the proceedings of that meeting.

***CARRIED***

**3. ANNUAL FIRE SAFETY STATEMENT:**

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

***No actions identified.  
CARRIED***

3.2 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**

#### **4. UTILITIES AGREEMENTS:**

4.1 That the owners corporation notes the supply agreements that they have in place for utilities the strata committee be authorised to determine any further action required in relation to these supply agreements.

**CARRIED**

4.2 That the owners corporation appoint the chairperson 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**

4.3 That the Owners Corporation appoint the Chairperson to approve the Owners Corporation entering into utility agreements for a term of up to 3 years, provided that, in the opinion of the chairperson, it is more, or similarly, financially 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 such agreements on behalf of the Owners Corporation as instructed by the Chairperson, subject always to any direct otherwise as may be determined by a meeting of the Owners Corporation or its Strata Committee.

**CARRIED**

#### **5. INSURANCES:**

##### ***(Existing Insurances)***

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

##### Current Insurance Details

<b>INSURANCE CO.</b>	<b>TYPE OF POLICY</b>	<b>POLICY NO.</b>	<b>COVER</b>	<b>DUE DATE</b>
CHU CommSure	Building(s) and Common Property	HU0037129	\$28,049,630	15/11/2020
CHU CommSure	Loss of Rent / Temporary Accommodation	HU0037129	\$4,207,444	15/11/2020
CHU CommSure	Common Area Contents	HU0037129	\$280,496	15/11/2020
CHU CommSure	Fusion of Electric Motor (Not Exceeding \$5k)	HU0037129	Included	15/11/2020
CHU CommSure	Flood	HU0037129	Included	15/11/2020
CHU CommSure	Legal Liability	HU0037129	\$30,000,000	15/11/2020
CHU CommSure	Voluntary Workers (Capital Benefits)	HU0037129	\$300,000	15/11/2020
CHU CommSure	Fidelity Guarantee	HU0037129	\$250,000	15/11/2020
CHU CommSure	Office Bearers Liability	HU0037129	\$5,000,000	15/11/2020
CHU CommSure	Machinery Breakdown	HU0037129	\$100,000	15/11/2020
CHU CommSure	Catastrophe	HU0037129	\$4,207,444	15/11/2020
CHU CommSure	Government Audit	HU0037129	\$25,000	15/11/2020
CHU CommSure	Appeal Expenses – Common Property H&S	HU0037129	\$100,000	15/11/2020
CHU CommSure	Legal Defence Expenses	HU0037129	\$50,000	15/11/2020
CHU CommSure	Lot Owners, Fixtures & Improvements (Per Lot)	HU0037129	\$250,000	15/11/2020

Date on which the premiums were last paid: **12/11/2019**.

**CARRIED**

5.2 That the insurances of the Owners Corporation be varied at the insurer's suggested values and/or as specified below:

**CARRIED**

**(Additional Insurances)**

5.3 That the insurances of the Owners Corporation be extended to include additional optional insurances

**No additional insurances notices.  
LOST**

**(Workers Compensation Insurance)**

5.4 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**

**6. COMMISSIONS AND TRAINING SERVICES:**

6.1 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.

**CARRIED**

**7. VALUATION:**

7.1 That the property of the Strata Scheme be re-valued for insurance purposes.

**CARRIED**

**8. AUDITOR:**

8.1 That an auditor be appointed and that auditor be Kelly & Partners.

**LOST**

**9. CAPITAL WORKS FUND PLAN:**

9.1 That the Owners Corporation review the Capital Works Fund analysis prepared by Solutions in Engineering on **25/10/2017**.

**LOST**

**10. RESTRICTED MATTERS:**

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

**No additional restrictions imposed.  
CARRIED**

**11. GST REGISTRATION:**

11.1 That the Owners Corporation resolves to confirm the scheme is currently registered for GST.

**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.

**LOST**

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).

**LOST**



### 13. ENGAGEMENT OF CONTRACTORS:

13.1 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"><li>• Must be registered as a business for tax purposes in Australia</li><li>• Must have a minimum \$10 million Public &amp; Product Liability Insurance (in respect of each and every occurrence and unlimited in aggregate for any one period of cover)</li><li>• Must have a minimum \$1 million Professional Indemnity Insurance (where applicable)</li><li>• Must have Statutory Workers Compensation Insurance for all employees or Personal and Accident Insurance as a Sole Trader</li><li>• Must hold all licences as relevant to services provided</li><li>• Must have an established Quality Management system (Consultants only)</li><li>• Must have an established Health &amp; Safety Management system</li><li>• Must accept PICA Terms and Conditions of engagement and Business Code of Conduct.</li></ul>
Definitions:	<ul style="list-style-type: none"><li>• 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.</li><li>• 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.</li></ul>

**CARRIED**

### 14. STRATA MANAGER TO APPROVE WORKS AND PAYMENTS:

**Submitted by Sharon Kelly (Owner of Lot 38)**

14.1 **AMENDED** That in accordance with past practice, the Owners Corporation authorises the strata manager to approve works and payments under \$2000 in accordance with the Agency Agreement.

**CARRIED**

### 15. ACCOUNTING RECORDS AND BUDGET:

15.1 That the financial statements including the statement of key financial information for the period ended **31/05/2020** be adopted.

**CARRIED**

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

**CARRIED**

### 16. CONTRIBUTIONS:

16.1 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 **\$155,500.00 + GST** in instalments set out in the table below:

Due date	Amount excl. GST	GST	Amount incl. GST
01/08/2020 (already issued as per resolution of last AGM)	\$38,125.00	\$3,812.50	\$41,937.50
01/11/2020	\$39,125.00	\$3,912.50	\$43,037.50
01/12/2021	\$39,125.00	\$3,912.50	\$43,037.50
01/05/2021	\$39,125.00	\$3,912.50	\$43,037.50
<b>TOTAL</b>	<b>\$155,500.00</b>	<b>\$15,550.00</b>	<b>\$171,050.00</b>

**CARRIED**

16.2 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 **\$57,500.00 + GST** in instalments set out in the table below:

Due date	Amount excl. GST	GST	Amount incl. GST
01/08/2020 (already issued as per resolution of last AGM)	\$14,090.91	\$1,409.09	\$15,500.00
01/11/2020	\$14,469.70	\$1,446.97	\$15,916.67
01/12/2021	\$14,469.70	\$1,446.97	\$15,916.67
01/05/2021	\$14,469.70	\$1,446.97	\$15,916.67
<b>TOTAL</b>	<b>\$57,500.00</b>	<b>\$5,750.00</b>	<b>\$63,250.00</b>

**CARRIED**

16.3 That the Administrative Fund and Capital Works Fund contributions be continued at quarterly intervals until further determined:

**Administrative Fund**

Due date	Amount excl. GST	GST	Amount incl. GST
01/08/2021	\$38,875.00	\$3,887.50	\$42,762.50

**Capital Works Fund**

Due date	Amount excl. GST	GST	Amount incl. GST
01/08/2021	\$14,375.00	\$1,437.50	\$15,812.50

**CARRIED**

**17. LEVY COLLECTION PROCEDURES:**

17.1 That the Owners - Strata Plan No **69476**, 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 from the levy due date;
- b. Levy Recovery Step 2: issue 1<sup>st</sup> levy recovery letter 60 days from the levy due date;
- c. Levy Recovery Step 3: issue 2<sup>nd</sup> levy recovery letter 75 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 \$2,000, 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 **69476** 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**

**18. STRATA COMMITTEE:**

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

Existing nominations received are as follows:

Nomination:	Nominated by:
E Melhem (Lot 37)	Self-nomination
S Kelly (Lot 38)	Self-nomination
A Garcia (Lot 21)	Self-nomination
A Williamson (Lot 40)	Self-nomination
S Trant (Lot 49)	Self-nomination
R Brewer (Lot 28)	Self-nomination
K Smith (Lot 47)	S Trant (Lot 58)

**CARRIED**

18.2 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**

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

**CARRIED**

18.4 That the members of the Strata Committee be elected.

E Melhem (Lot 37)  
S Kelly (Lot 38)  
A Garcia (Lot 21)  
A Williamson (Lot 40)  
S Trant (Lot 49)  
R Brewer (Lot 28)  
K Smith (Lot 47)

**CARRIED**

#### **19. ISSUE OF GARAGE REMOTES:**

##### **Submitted by Svetlana Rodgers (Owner of Lot 19)**

19.1 That the Owners Corporation of SP69476 resolves that garage remotes only be issued to residents of units with car spaces and regular contractors such as cleaners, fire inspection company as decided by the strata management committee.

**CARRIED**

#### **20. SERVICE OF NOTICE:**

20.1 That the address for service of notices to the Strata Scheme be C/- GK Strata Management, Locked Bag 22, Haymarket NSW 1238 and that this service address be registered at NSW Land Registry Services, New South Wales.

**CARRIED**

#### **21. UPDATE ON WATERLOO DEVELOPMENT:**

21.1 That an update on the Waterloo Development Project be presented to the Owners Corporation of SP 69476 by Sharon Kelly (Owner of Lot 38)

***Sharon Kelly (unit 38) gave an update to the development of the Waterloo Estate, particularly Waterloo South which affects 110 Wellington Street. She advised that City of Sydney was now the approver of plans and development applications as opposed to NSW Planning as per the original Master Plan. She recommended that owners kept track of developments by signing up for information through the City of Sydney Website. Link***

***<https://www.cityofsydney.nsw.gov.au/development/strategic-plans-planning-controls/plans-policies-places-under-review/planning-proposal-request-waterloo-estate-south>***

**CARRIED**

**22. SPECIAL RESOLUTION - SPECIAL BY-LAW NO. 7- BATHROOM RENOVATION FOR LOT 46:  
Submitted By Mr Anthony Satti (Owner of Lot 46)**

22.1 On the condition that the next motion is carried, the Owners Corporation SPECIALLY RESOLVES, pursuant to section 108 of the Strata Schemes Management Act 2015 (NSW), that the owner of Lot 46 be authorized to add to and alter the common property (in connection with their lot) by carrying out the works described in "Special By-Law No. 7 – Bathroom Renovations for Lot 46" (the terms of which are set out in the next motion), on the conditions of that by-law.

***CARRIED – SPECIALLY RESOLVED***

**Total Unit Entitlements Cast on Motion – 22.1**

**FOR: 2893** (2893 UE i.e. 100%) **AGAINST: 0** (2893 UE i.e.0%)

*As not more than 25% of Unit Entitlements were cast against Motion 22.1, it was specially resolved as carried.*

22.2 On the condition that the previous motion is carried, the Owners Corporation SPECIALLY RESOLVES, pursuant to sections 141 and 143 of the Strata Schemes Management Act 2015 (NSW), that an additional by-law be made, "Special By-Law No. 7 – Bathroom Renovations for Lot 46", on the terms set out below, and that notification of the by-law be lodged for registration at NSW Land Registry Services.

**SPECIAL BY-LAW NO. 7- BATHROOM RENOVATION FOR LOT 46**

**DEFINITIONS AND INTERPRETATION**

1. In this by-law:
  - a) "**Act**" means the *Strata Schemes Management Act 2015 (NSW)*;
  - b) "**Improvements**" means the alterations and additions undertaken within Lot by the Owner for the renovation of the existing bathroom, as detailed below:
    - i) removal and/or replacement of all existing fixtures and fittings including the bath tub, vanity, mirror, frame, toilet, towel railing, tiles, taps, shower-head, shower screen and shelves;
    - ii) the relocation of any of the items in sub-clause (i) above;
    - iii) the upgrade of any of the items in sub-clause (i) above;
    - iv) the waterproofing of the 'wet areas' and the re-tiling of the bathroom surfaces;  
and
    - v) making any ancillary alterations to electrical or plumbing connections in respect of the items in sub-clause (i) above, to the extent necessary;
  - c) "**Lot**" means Lot 46 in Strata Plan 69476;
  - d) "**Owner**" means the owner or owners of the Lot, from time to time;
  - e) "**Owners Corporation**" means the owners corporation constituted upon the registration of Strata Plan 69476;
  - f) "**Strata Committee**" means the strata committee of Strata Plan 69476; and
  - g) "**Strata Manager**" means the strata manager appointed from the Owners Corporation in respect of Strata Plan 69476, from time to time.
2. In the construction of this by-law unless contrary to or inconsistent with the context:

- a) any terms used in this by-law that appear in the Act will have the same meaning given to them in the Act;
- b) in this by-law a reference to legislation includes references to amending and replacing legislation;
- c) if any provision or part of a provision in this by-law whether held or found to be void, invalid, or otherwise unenforceable, it shall be deemed to be severed from this by-law (or that provision) to the extent that it is void or invalid or unenforceable but the remainder of this by-law and the relevant provision shall remain in full force and effect; and
- d) to the extent of any inconsistency with previous by-laws, this by-law prevails.

## **GRANT OF RIGHT**

- 3. This by-law confers on the Owner the following special privileges in respect of part of the common property:
  - a) to add to and alter the common property by making the Improvements to and on the common property; and
  - b) in relation to the Lot, the exclusive use of those parts of the common property occupied by the Improvements actually made.
- 4. The Owners Corporation, under this by-law, provides its consent for the special privileges granted to the Owner of the Lot.
- 5. The Owner must carry out the Improvements in accordance with this by-law.
- 6. The Improvements are undertaken by the Owner at their cost, and the Improvements made will remain the Owner's fixtures.

## **CONDITIONS**

### **Before making Improvements**

- 7. The Owner must notify the Strata Committee or Strata Manager at least seven (7) days before commencing to undertake the Improvements.
- 8. The Owner must obtain prior approval from any relevant statutory authority whose requirements apply to undertaking the Improvements.
- 9. The Owner must submit to the Strata Committee or Strata Manager the following documents relating to the Improvements, before undertaking the Improvements:
  - a) basic plans, drawings and/ or specifications of work; and
  - b) any other documents reasonably required by the Strata Committee.
- 10. The Owner must ensure that any person carrying out the Improvements effects and maintains:
  - a) contractors all works insurance;
  - b) workers compensation insurance, to the extent required by law;

- c) public liability insurance in the amount of a minimum of \$10,000,000; and
- d) any other insurance required by law in connection with the Improvements.

The Owner must provide certificates of currency evidencing such insurance on request by the Owners Corporation or Strata Manager.

- 11. The Owner must ensure that all works undertaken for the Improvements comply with the applicable standards in the Building Code of Australia ("**BCA**") and any relevant Australian Standards current at the time the Improvements are undertaken.

### **Carrying out the Improvements**

- 12. In carrying out the Improvements, the Owner must:
  - a) protect all areas of the building outside their Lot from damage by making the Improvements or the transportation of materials and equipment in respect of the Improvements;
  - b) transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the Owners Corporation;
  - c) only make the Improvements during 8am to 5pm (AEST), Monday to Saturday (excluding public holidays);
  - d) remove all debris resulting from making the Improvements immediately from the building;
  - e) keep all areas of the building outside their Lot clean and tidy throughout the of making the Improvements;
  - f) not create unreasonable noise (taking into account the type of works required to make the Improvements) that causes unreasonable discomfort, disturbance or interference with activities of any other occupier of the building;
  - g) provide to occupiers of lots immediately adjacent to the Lot, notice of the date that the works for the Improvements will commence, at least three (3) days prior to their commencement;
  - h) comply with the requirements of the Owners Corporation to comply with any by-laws and any relevant statutory authority concerning the performance of making the Improvements.
- 13. The Owner must ensure that the Improvements shall be done:
  - a) in a proper and workmanlike manner and by duly licensed contractors; and
  - b) in accordance with the drawings and specifications submitted to the Strata Committee or Strata Manager under clause 9 above.

### **After Completing the Improvements**

- 14. The Owner must notify the Strata Committee or Strata Manager when the Improvements have been completed.
- 15. Within a reasonable time after the Improvements have been completed the Owner must deliver to the Strata Committee or Strata Manager:
  - a) a waterproofing certificate, from a qualified person, to evidence that the waterproofing has been applied in accordance with the relevant BCA and/or Australian Standards; and

b) any other document reasonably required and requested by the Strata Committee or Strata Manager in relation to the Improvements undertaken.

### **Repair and Maintenance**

16. In respect of the Improvements actually made under this by-law, the Owner must, at the Owner's cost:
  - a) properly maintain and keep the common property to the extent that the Improvements are directly attached to it, in a state of good and serviceable repair; and
  - b) properly maintain and keep the Improvements in a state of good and serviceable repair and must replace the Improvements (or any part of them) as is reasonably required from time to time (all of the foregoing taking into account fair wear and tear).

### **Liability**

17. The Owner is liable for any damage to any part of the common property caused by undertaking the Improvements, and the Owner must take such steps as are reasonably necessary to make good such damage within a reasonable time after it has occurred.
18. The Owner must pay the reasonable costs of the Owners Corporation incidental to the making and registering of this by-law.

### **Registration**

19. If this by-law is not already registered, then the relevant Managing Agent be authorised to register this by-law on behalf of the Owners Corporation affix the common seal in accordance with Section 273 of the Act.

**CONSENT TO SPECIAL PRIVILEGE BY-LAW**

**TO: The Secretary**  
The Owners - Strata Plan No. 69476

**AND: The Registrar General**  
Land & Property Information  
Queens Square  
SYDNEY NSW 2000

Dear Sir/Madam

**Re: Consent to By-Law**

I, **ANTHONY SATTI**, being the Owner of Lot No 46 in Strata Plan No. 69476 pursuant to Sections 143 and 108 of the *Strata Schemes Management Act 2015*, **HEREBY CONSENT** to the making of the proposed by-law conferring exclusive use and enjoyment and/ or special privileges, and its conditions, as set out in Motion 22 of the Notice of a General Meeting to be convened on Tuesday, 18<sup>th</sup> August 2020, or at any adjournment of that meeting.

Signed: \_\_\_\_\_ 

*Signature/s of Owner shown on the Strata Roll*

Date: 28 July 2020

***CARRIED – SPECIALLY RESOLVED***

**Total Unit Entitlements Cast on Motion – 22.2**

**FOR: 2893** (2893 UE i.e. 100%) **AGAINST: 0** (2893 UE i.e.0%)

*As not more than 25% of Unit Entitlements were cast against Motion 22.2, it was specially resolved as carried.*

**23. SPECIAL RESOLUTION – BY-LAW – SMOKE PENETRATION – ADOPT MODEL BY-LAW 9 OPTION A – SMOKE PENETRATION FROM STRATA SCHEMES MANAGEMENT REGULATION 2016 SCHEDULE 3:**

23.1 That the Owners Corporation of Strata Plan 69476 **SPECIALLY RESOLVES** pursuant to section 141 of the *Strata Schemes Management Act 2015* to make a by-law by adopting *Smoke Penetration – option A.* from the Strata Schemes Management Regulations 2016, *Schedule 3 – Model by-laws for residential strata schemes*, the provisions of which are set out below:

**By Law - Smoke Penetration**

*Note: Select Option A or B. If no Option is selected, Option A will apply.*



**Option A**

1. An owner or occupier, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property.
2. An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

**Option B**

1. An owner or occupier of a lot, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property, except:
  - (a) in an area designated as a smoking area by the owners corporation, or
  - (b) with the written approval of the owners corporation.
2. A person who is permitted under this by-law to smoke tobacco or any other substance on common property must ensure that the smoke does not penetrate to any other lot.
3. An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

***A vote was taken on those who were AGAINST both options. Both Options were defeated.***

***LOST***

**Total Unit Entitlements Cast on Motion – 23.1**

**FOR: 1723** (2893 UE i.e. 59.6%) **AGAINST: 1170** (2893 UE i.e. 40.4%)

*As more than 25% of Unit Entitlements were cast against Motion 23.1, it was resolved as lost.*

Definitions:

Act – *Strata Schemes Management Act 2015*

CLOSURE:           There being no further business, the chairperson declared the meeting closed at 7:55PM.

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**MINUTES OF THE ANNUAL GENERAL MEETING  
STRATA PLAN 69476**

**110 WELLINGTON STREET, WATERLOO NSW 2017**

DATE, PLACE & TIME OF MEETING:	The Annual General Meeting of The Owners - Strata Plan No. <b>69476</b> was held on <b>Wednesday 22 September 2021</b> via <b>Teleconference</b> . The meeting commenced at <b>6:07pm</b> .
PRESENT:	C Patsalos (Lot 8) M Hand (Lot 17) A Walsh (Lot 18) S Rodgers (Lot 19) T Milne (Lot 27) R Brewer (Lot 28) S Kelly (Lot 38) A Williamson (Lot 40) K Lombardo (Lot 44) K Smith (Lot 47)
PRESENT BY PROXY:	D Norton (Lot 4) to D Copping (GKSM) A Satti (Lot 46) to D Copping (GKSM)
IN ATTENDANCE:	D Copping (GKSM)
CHAIRPERSON:	D Copping (GKSM)
SECRETARY:	D Copping (GKSM)

**1. VOTING BY MEANS OF TELECONFERENCE, VIDEO-CONFERCING, EMAIL OR ANY OTHER ELECTRONIC MEANS:**

1.1 That pursuant to Regulation 14 (1) of the *Strata Schemes Management Regulation 2016* (NSW), the Owners Corporation resolve to adopt any of the following means of voting for matters to be determined at the next general meeting:

- a) Voting by means of teleconference, video-conferencing, email or other electronic means while participating in a meeting from a remote location,
- b) Voting by means of email or other electronic means before the meeting at which the matter (not being an election) is to be determined by the Owners Corporation or Strata Committee (pre-meeting electronic voting).

**CARRIED**

**2. MINUTES:**

2.1 That the minutes of the last general meeting of the Owners Corporation, held on 22 October 2020 be confirmed as a true record of the proceedings of that meeting.

**CARRIED**

**3. ANNUAL FIRE SAFETY STATEMENT:**

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

**CARRIED**

3.2 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 clause 177 of the *Environmental Planning and Assessment Regulation 2000*; 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.

**CARRIED**

3.3 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 Section 273 of the *Act*.

**CARRIED**

#### **4. UTILITIES AGREEMENTS:**

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

**CARRIED**

4.2 That the Owners Corporation delegate the following functions to the Chairperson in relation to utility supply agreements:

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

**CARRIED**

4.3 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.

**CARRIED**

#### **5. INSURANCES:**

*(Existing Insurances)*

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

##### Current Insurance Details

<b>INSURANCE CO.</b>	<b>TYPE OF POLICY</b>	<b>POLICY NO.</b>	<b>COVER</b>	<b>DUE DATE</b>
CHU Insurance	Building	HU0037129	\$28,049,630	15/11/2021
CHU Insurance	Common Area Contents	HU0037129	\$280,496	15/11/2021
CHU Insurance	Loss of Rent & Temporary Accommodation	HU0037129	\$4,207,444	15/11/2021
CHU Insurance	Liability to Others	HU0037129	\$30,000,000	15/11/2021
CHU Insurance	Voluntary Workers	HU0037129	\$300,000	15/11/2021
CHU Insurance	Fidelity Guarantee	HU0037129	\$250,000	15/11/2021

CHU Insurance	Office Bearers' Legal Liability	HU0037129	\$5,000,000	15/11/2021
CHU Insurance	Machinery Breakdown	HU0037129	\$100,000	15/11/2021
CHU Insurance	Catastrophe	HU0037129	\$4,207,444	15/11/2021
CHU Insurance	Government Audit Costs	HU0037129	\$25,000	15/11/2021
CHU Insurance	Appeal Expenses – Common Property Health & Safety Breaches	HU0037129	\$100,00	15/11/2021
CHU Insurance	Legal Defence Expenses	HU0037129	\$50,000	15/11/2021
CHU Insurance	Lot Owners' Fixtures and Improvements (per lot)	HU0037129	\$250,000	15/11/2021
CHU Insurance	Workers Compensation	HU0037129	Not Available	15/11/2021
CHU Insurance	Flood	HU0037129	Included	15/11/2021

Date on which the premiums were last paid: **11 November 2020.**

**CARRIED**

5.2 That the insurances of the Owners Corporation be extended to include additional optional insurances.

**LOST**

5.3 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**

5.4 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**

5.5 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**

## **6. COMMISSIONS AND TRAINING SERVICES:**

6.1 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.

**CARRIED**

## **7. VALUATION:**

7.1 That the property of the Strata Scheme be re-valued for insurance purposes.

**CARRIED**

## **8. AUDITOR:**

8.1 That an auditor be appointed.

**CARRIED**

## **9. CAPITAL WORKS FUND PLAN:**

9.1 That the Owners Corporation confirms receipt of the Capital Works Fund analysis prepared by Solutions IE on 26 October 2017.

**CARRIED**

**10. RESTRICTED MATTERS:**

10.1 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. GST REGISTRATION:**

11.1 That the Owners Corporation resolves to confirm its current GST registration.

**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.

**LOST**

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).

**Note: Building was constructed in 2002 post asbestos ban and therefore there is no likelihood of asbestos present at the building.**

**LOST**

**13. ENGAGEMENT OF CONTRACTORS:**

13.1 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.

<p>Minimum requirements (as aligned to the recommended criteria as advised by Safe Work Australia)</p>	<ul style="list-style-type: none"> <li>• Must be registered as a business for tax purposes in Australia</li> <li>• Must have a minimum \$10 million Public &amp; Product Liability Insurance (in respect of each and every occurrence and unlimited in aggregate for any one period of cover)</li> <li>• Must have a minimum \$1 million Professional Indemnity Insurance (where applicable)</li> <li>• Must have Statutory Workers Compensation Insurance for all employees or Personal and Accident Insurance as a Sole Trader</li> <li>• Must hold all licences as relevant to services provided</li> <li>• Must have an established Quality Management system (Consultants only)</li> <li>• Must have an established Health &amp; Safety Management system</li> <li>• Must accept PICA Terms and Conditions of engagement and Business Code of Conduct.</li> </ul>
<p>Definitions:</p>	<ul style="list-style-type: none"> <li>• 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.</li> <li>• 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.</li> </ul>

**CARRIED**

**14. ACCOUNTING RECORDS AND BUDGET:**

14.1 That the financial statements, including the statement of key financial information for the period ended 31 May 2021 be adopted.

**CARRIED**

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

**CARRIED**

**Note: That the strata manager will review the Fencing payments paid towards upgrading the fencing on the boundary and further note no further payments should be made as the fencing works are currently outstanding.**

**15. CONTRIBUTIONS:**

15.1 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 **\$165,000.00 incl. GST** in instalments set out in the table below:

Due date	Amount excl. GST	GST	Amount incl. GST
1 August 2021 (already issued as per resolution of last AGM)	\$38,875.00	\$3,887.50	\$42,762.50
1 November 2021	\$37,041.67	\$3,704.17	\$40,745.83
1 February 2022	\$37,041.67	\$3,704.17	\$40,745.83
1 May 2022	\$37,041.67	\$3,704.17	\$40,745.83
<b>TOTAL</b>	<b>\$150,000.00</b>	<b>\$15,000.00</b>	<b>\$165,000.00</b>

**CARRIED**

15.2 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 **\$69,300.00 incl. GST** in instalments set out in the table below:

Due date	Amount excl. GST	GST	Amount incl. GST
1 August 2021 (already issued as per resolution of last AGM)	\$14,375.00	\$1,437.50	\$15,812.50
1 November 2021	\$16,208.33	\$1,620.83	\$17,829.17
1 February 2022	\$16,208.33	\$1,620.83	\$17,829.17
1 May 2022	\$16,208.33	\$1,620.83	\$17,829.17
<b>TOTAL</b>	<b>\$63,000.00</b>	<b>\$6,300.00</b>	<b>\$69,300.00</b>

**CARRIED**

15.3 That the Administrative Fund and Capital Works Fund contributions be continued at quarterly intervals until further determined:

**Administrative Fund**

Due date	Amount excl. GST	GST	Amount incl. GST
1 August 2022	\$37,500.00	\$3,750.00	\$41,250.00

**Capital Works Fund**

Due date	Amount excl. GST	GST	Amount incl. GST
1 August 2022	\$15,750.00	\$1,575.00	\$17,325.00

**CARRIED**

**16. LEVY COLLECTION PROCEDURES:**

16.1 That the Owners - Strata Plan No. 69476 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 from the levy due date;
- b. Levy Recovery Step 2: issue 1<sup>st</sup> levy recovery letter 60 days from the levy due date;
- c. Levy Recovery Step 3: issue 2<sup>nd</sup> levy recovery letter 75 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 \$2,000.00, 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 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**

**17. STRATA COMMITTEE:**

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

**CARRIED**

Nominations received were as follows:

Nomination:	Nominated by:
S Kelly (Lot 38)	Self Nominated
A Williamson (Lot 40)	Self Nominated
K Lombardo (Lot 44)	Self Nominated
K Smith (Lot 47)	Self Nominated

17.2 That candidates for election to the Strata Committee disclose any “connections” with the original owner (developer) or building manager in accordance with the Act.

**CARRIED**

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.

17.3 That the number of members of the Strata Committee be set at four (4).

**CARRIED**

17.4 That the following be declared as being elected members of the Strata Committee:

S Kelly (Lot 38)  
A Williamson (Lot 40)  
K Lombardo (Lot 44)  
K Smith (Lot 47)

**CARRIED**

Definitions:

Act – *Strata Schemes Management Act 2015*

CLOSURE:        There being no further business, the chairperson declared the meeting closed at 6.46pm.

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# MINUTES OF ANNUAL GENERAL MEETING

The Owners – Strata Plan No 69476  
WELLINGTON STREET 110  
110 Wellington Street, WATERLOO, NSW, 2017

These are the minutes of the Annual General Meeting for The Owners – Strata Plan No 69476 held in the Boardroom, Level 27, 66-68 Goulburn Street, Sydney, NSW, 2000 commencing at 6:30pm on Thursday 18 August 2022.

## Lots Represented

<u>Lot No</u>	<u>Name</u>	<u>Capacity</u>
26	K Glass	Proxy Present
38	S Kelly	Owner Present
44	K Lombardo	Owner Present
46	A Satti	Proxy Present
49	S Trant	Owner Present
56	M Vella	Proxy Present
58	S Trant	Owner Present

## In Attendance

D Russell-Cooper representing GK Strata Management Pty Ltd under Delegated Authority  
D Pentecost

## Chairperson

D Russell-Cooper representing GK Strata Management Pty Ltd under Delegated Authority

## Secretary

D Russell-Cooper representing GK Strata Management Pty Ltd under Delegated Authority

## Quorum

Chairperson's declaration regarding the absence of a quorum: At 6:00pm, 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

- 1.1 That the minutes of the last general meeting of the Owners Corporation, held on **02/05/2022**, 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

**Notes:** AFT Fire Protection are required to repair two (2) fire doors. They have advised they will be attending on Monday to repair the door handle and are trying to locate a welder to repair the second door. Managing Agent to follow up repair of the sluice valves on the street.

- 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 Re-Inspection)

That the Owners – Strata Plan No 69476, 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

**Notes:** Managing Agent to draft and send a survey form to owners requesting them advise the Owners Corporation if they are missing window locks.

- 2.5 That following the inspection of window safety devices the Owners – Strata Plan No 69476, 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*.

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

- 2.6 **(Safety Audit Report)**  
That the Owners Corporation appoint a consultant to undertake a Safety Audit Report of the strata scheme to identify any risks that may affect the common areas.

**Motion Result:** Defeated by Simple Majority

- 2.7 **(Asbestos Survey)**  
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).

**Motion Result:** Defeated by Simple Majority

- 2.8 **(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:** Defeated 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:** Defeated 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
QUSS047766	QUS Pty Ltd	15 Nov 2022	BUILDING	\$25,580,000.00
			PUBLIC LIABILITY	\$30,000,000.00
			OFFICE BEARERS	\$5,000,000.00
			MACHINERY BREAKDOWN	\$100,000.00
			COMMON AREA CONTENTS	\$255,800.00
			LOSS OF RENT	\$3,837,000.00
			CATASTROPHE	\$3,837,000.00
			FIDELITY GUARANTEE	\$100,000.00
			PERSONAL ACCIDENT	\$200,000.00
			PAINT	Included
			LEGAL DEFENCE COSTS	\$50,000.00
			FLOATING FLOORS	Included
			WH & S BREACHES	\$100,000.00
			GOVT AUDIT COSTS	\$25,000.00
			FLOOD	Included
LOT OWNERS FIXTURES	\$250,000.00			
TOTAL PREMIUM: \$23,080.64				

Date on which the premiums were last paid: **11/11/2021**.

**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:** Passed 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.

### **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: \$3,060.86.*
- *CommunitySure Management fees to parent entity (PICA Group)\*1: \$0.00.*
- *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: \$25.00 to \$150.00 per energy agreement.*

*Training services received / provided to the 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 \$250.00 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: \$3,611.81.*
- *CommunitySure Management fees to parent entity (PICA Group)\*1: \$0.00.*
- *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: \$25.00 to \$150.00 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 \$250.00 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.*

**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. APPOINTMENT OF GK STRATA

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

- a. GK Strata Management Pty Ltd be appointed as Strata Managing Agent of Strata Scheme No. 69476;
- 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; 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.

**Motion Result:** Passed by Simple Majority

**Notes:** One (1) year appointment on the basis that D Russell-Cooper is the Strata Manager.

## 8. TERMINATE FORMER MANAGING AGENT

- 8.1 That the Owners – Strata Plan No. 69476 RESOLVES by ordinary resolution that, the Owners Corporation having an existing Strata Management Agency Agreement with **GK Strata Management Pty Ltd (Former Agent)**:

- a) The Owners Corporation terminate the appointment of the Former Agent as Strata Managing Agent of the Owners Corporation from 27 October 2022;
- 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.

**Motion Result:** Defeated by Simple Majority

## 9. APPOINTMENT OF STRATA LOGIC

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

- a) Strata Logic Pty Limited be appointed as Strata Managing Agent of Strata Scheme No. 69476;
- 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, a copy of which was tabled at the meeting at which this resolution was passed (Agreement);
- 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*.

**Motion Result:** Defeated by Simple Majority

## 10. AUDITOR

10.1 That an auditor be appointed and that auditor be CBC Partners.

**Motion Result:** Passed by Simple Majority

## 11. CAPITAL WORKS FUND PLAN

11.1 That the Owners Corporation confirms receipt of the Capital Works Analysis prepared by Solutions IE on 25/10/2017.

**Motion Result:** Passed by Simple Majority

11.2 That the Managing Agent be instructed to obtain quotations to prepare a 10-Year Capital Works Fund Plan and the Strata Committee be authorised to provide directions in relation to the appointment of a consultant to prepare the 10-Year Capital Works Fund Plan.

**Motion Result:** Passed by Simple Majority

## 12. RESTRICTED MATTERS

12.1 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

12.2 That in the event the preceding motion is defeated the Owners Corporation determine restrictions to be placed on the Strata Committee.

**Motion Result:** Motion lapsed as RESTRICTED MATTERS was CARRIED

### 13. GST REGISTRATION

13.1 That the Owners Corporation resolves to confirm its current GST registration.

**Motion Result:** Passed by Simple Majority

### 14. ENGAGEMENT OF CONTRACTORS

14.1 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"><li>• Must be registered as a business for tax purposes in Australia</li><li>• Must have a minimum \$10 million Public &amp; Product Liability Insurance (in respect of each and every occurrence and unlimited in aggregate for any one period of cover)</li><li>• Must have a minimum \$1 million Professional Indemnity Insurance (where applicable)</li><li>• Must have Statutory Workers Compensation Insurance for all employees or Personal and Accident Insurance as a Sole Trader</li><li>• Must hold all licences as relevant to services provided</li><li>• Must have an established Quality Management system (Consultants only)</li><li>• Must have an established Health &amp; Safety Management system</li><li>• Must accept PICA Group Terms and Conditions of engagement and Business Code of Conduct</li></ul>
Definitions:	<ul style="list-style-type: none"><li>• 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</li><li>• 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</li></ul>

**Motion Result:** Passed by Simple Majority

### 15. ACCOUNTING RECORDS AND BUDGET

15.1 That the financial statements including the statement of key financial information for the period ended **31/05/2022** be adopted.

**Motion Result:** Passed by Simple Majority

15.2 That estimated receipts and payments (budget) for the Administrative Fund and the Capital Works Fund as attached to the agenda be adopted.

**Motion Result:** Passed by Simple Majority



## 16. CONTRIBUTIONS

- 16.1 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 **\$135,000.00 plus GST** in instalments set out in the table below:

Levy Status	Due date	Amount excl. GST
Already Issued	01/08/2022	\$37,041.67
To be Issued	01/11/2022	\$32,652.78
To be Issued	01/02/2023	\$32,652.78
To be Issued	01/05/2023	\$32,652.77
<b>Total</b>		<b>\$135,000.00</b>

**Motion Result:** Passed by Simple Majority

- 16.2 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 **\$63,000.00 plus GST** in instalments set out in the table below:

Levy Status	Due date	Amount excl. GST
Already Issued	01/08/2022	\$16,208.33
To be Issued	01/11/2022	\$15,597.22
To be Issued	01/02/2023	\$15,597.22
To be Issued	01/05/2023	\$15,597.23
<b>Total</b>		<b>\$63,000.00</b>

**Motion Result:** Passed by Simple Majority

- 16.3 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	01/08/2023	\$33,750.00
To be Issued	01/11/2023	\$33,750.00
<b>Total</b>		<b>\$67,500.00</b>

### **Capital Works Fund Interim Periods**

Levy Status	Due date	Amount excl. GST
To be Issued	01/08/2023	\$15,750.00
To be Issued	01/11/2023	\$15,750.00
<b>Total</b>		<b>\$31,500.00</b>

**Motion Result:** Passed by Simple Majority

## 17. LEVY COLLECTION PROCEDURES

- 17.1 That the Owners – Strata Plan 69476, 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 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 69476 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

- 17.2 That the Owners – Strata Plan 69476, 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

- 17.3 That the Owners – Strata Plan 69476, 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

## 18. VOTING BY ELECTRONIC MEANS

- 18.1 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

## 19. SERVICE MAINTENANCE AGREEMENTS

- 19.1 That the Owners Corporation approve the service maintenance agreements for the painting works and CCTV equipment.

**Motion Result:** Passed by Simple Majority

**Notes:** The Owners Corporation accepted the quote from Visual Edge in the sum of \$2,942.92 to carry out touch up painting of the common areas, and the quote from SINT Security in the sum of \$450.00 + GST for 6 monthly maintenance of the security system. The Managing Agent will also seek a quote to install a camera in the garbage room.

## 20. SPECIAL BY-LAW NO. 9 - LOT 10 RENOVATIONS

20.1 That the Owners – Strata Plan No. 69476 **SPECIALLY RESOLVE** pursuant to sections 108 and 143 of the *Strata Schemes Management Act 2015* (“Act”) to:

1. Authorise the Owner of Lot 10 to add to, alter and erect new structures on the common property by carrying out the Works (as that term is defined in the Special By-Law set out below), subject to the terms and conditions of the Special By-Law set out below; and
2. Grant the Owner of Lot 10 the exclusive use of the Exclusive Use Area (as that term is defined in the Special By-Law set out below),

Subject to the terms and conditions of the Special By-Law set out below, and to make a by-law on the terms and conditions of the Special By-Law set out below, and that notification of this change to the by-laws be lodged for registration in accordance with Section 141 of the Act at the Registrar-General’s Office.

**Motion Result:** Specially Resolved

**Notes:** Managing Agent to notify owner that there is to be no work / mess in the common areas.

## 21. STRATA COMMITTEE NOMINATIONS

21.1 That nominations for election to the Strata Committee be received, declared and recorded.

**Motion Result:** Passed by Simple Majority

21.2 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

21.3 That the number of members of the Strata Committee be four (4).

**Motion Result:** Passed by Simple Majority

## 22. STRATA COMMITTEE ELECTION

22.1 S Kelly (Lot 38), K Lombardo (Lot 44), S Trant (Lot 49 & 58) and D Pentecost have been elected to the Strata Committee.

## Closure

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There being no further business the Chairperson declared the meeting closed at 7:40pm.

### Strata Company Professional Standards Disclosure

*Liability limited by a scheme approved under Professional Standards Legislation.*

# MINUTES OF ANNUAL GENERAL MEETING

The Owners – Strata Plan No 69476  
110 Wellington Street, WATERLOO, NSW, 2017

These are the minutes of the Annual General Meeting for The Owners – Strata Plan No 69476 held in the Offices of GK Strata Management, Haywood Room, Level 27, 66-68 Goulburn Street, Sydney, NSW, 2000 commencing at 6:00pm on Wednesday 05 July 2023.

## Lots Represented

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<u>Lot No</u>	<u>Name</u>	<u>Capacity</u>
2	D Bertges	Proxy Present
4	D Norton	Owner Present
14	B Smith	Owner Present
18	A Walsh	Owner Present
19	S Rodgers	Owner Present
21	C Poulos & A Garcia	Proxy Present
32	J Nguyen	Owner Present
38	S Kelly	Owner Present
39	N Mithin	Owner Present
44	K Lombardo	Owner Present
49	S Trant	Owner Present
56	M Vella	Proxy Present
58	S Trant	Owner Present

## In Attendance

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D Russell-Cooper representing GK Strata Management Pty Ltd  
D Pentecost – Lot 58

## Chairperson

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D Russell-Cooper (Under Delegation)

## Secretary

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D Russell-Cooper representing GK Strata Management Pty Ltd under Delegated Authority

### 1. MINUTES

- 1.1 That the minutes of the last general meeting of the Owners Corporation, held on **18/08/2022**, 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 Re-Inspection)**  
That the Owners – Strata Plan No 69476, 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 69476, 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*.

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

- 2.6 **(Safety Audit Report)**  
That the Owners Corporation appoint a consultant to undertake a Safety Audit Report of the strata scheme to identify any risks that may affect the common areas.

**Motion Result:** Defeated 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
P-017872	Axis Underwriting	15 Nov 2023	BUILDING	\$26,859,000.00
			PUBLIC LIABILITY	\$30,000,000.00
			OFFICE BEARERS	\$5,000,000.00
			MACHINERY BREAKDOWN	\$100,000.00
			COMMON AREA CONTENTS	\$268,590.00
			LOSS OF RENT	\$4,028,850.00
			CATASTROPHE	\$4,028,850.00
			FIDELITY GUARANTEE	\$100,000.00
			VOLUNTARY WORKERS	\$2,000.00 / \$200,000.00
			PAINT	Included
			LEGAL DEFENCE COSTS	\$50,000.00
			FLOATING FLOORS	Included
			WH & S BREACHES	\$100,000.00
			GOVT AUDIT COSTS	\$25,000.00
			FLOOD	Included
LOT OWNERS FIXTURES	\$300,000.00			
TOTAL PREMIUM: \$36,078.57				

Date on which the premiums were last paid: **16/11/2022.**

**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.

### **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: \$4,837.27.
- CommunitySure Management fees to parent entity (PICA Group)\*1: \$0.00.
- 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: \$25.00 to \$150.00 per energy agreement.

Training services received / provided to the 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 \$250.00 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: \$6,046.59.
- CommunitySure Management fees to parent entity (PICA Group)\*1: \$0.00.
- 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: \$25.00 to \$150.00 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 \$250.00 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.

**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. APPOINTMENT OF MANAGING AGENT

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

- a. GK Strata Management Pty Ltd be appointed as Strata Managing Agent of Strata Scheme No. 69476;
- 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; 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.

**Motion Result:** Passed by Simple Majority

## 8. AUDITOR

- 8.1 That an auditor be appointed, and that auditor be CBC Partners.

**Motion Result:** Passed by Simple Majority

## 9. CAPITAL WORKS FUND PLAN

- 9.1 That the Owners Corporation confirms receipt of the Capital Works Analysis prepared by Solutions in Engineering on 15/09/2022.

**Motion Result:** Passed by Simple Majority

- 9.2 That the Managing Agent be instructed to obtain quotations to prepare a 10-Year Capital Works Fund Plan and the Strata Committee be authorised to provide directions in relation to the appointment of a consultant to prepare the 10-Year Capital Works Fund Plan.

**Motion Result:** Defeated by Simple Majority

## 10. RESTRICTED MATTERS

- 10.1 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



10.2 That in the event the preceding motion is defeated, the Owners Corporation determine restrictions to be placed on the Strata Committee.

**Motion Result:** Defeated by Simple Majority

## 11. GST REGISTRATION

11.1 That the Owners Corporation resolves to confirm its current GST registration.

**Motion Result:** Passed by Simple Majority

## 12. ENGAGEMENT OF CONTRACTORS

12.1 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"><li>• Must be registered as a business for tax purposes in Australia</li><li>• Must have a minimum \$10 million Public &amp; Product Liability Insurance (in respect of each and every occurrence and unlimited in aggregate for any one period of cover)</li><li>• Must have a minimum \$1 million Professional Indemnity Insurance (where applicable)</li><li>• Must have Statutory Workers Compensation Insurance for all employees or Personal and Accident Insurance as a Sole Trader</li><li>• Must hold all licences as relevant to services provided</li><li>• Must have an established Quality Management system (Consultants only)</li><li>• Must have an established Health &amp; Safety Management system</li><li>• Must accept PICA Group Terms and Conditions of engagement and Business Code of Conduct</li></ul>
Definitions:	<ul style="list-style-type: none"><li>• 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.</li><li>• 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</li></ul>

**Motion Result:** Passed by Simple Majority

## 13. ACCOUNTING RECORDS AND BUDGET

13.1 That the financial statements including the statement of key financial information for the period ended **31/05/2023** be adopted.

**Motion Result:** Passed by Simple Majority

13.2 That estimated receipts and payments (budget) for the Administrative Fund and the Capital Works Fund as attached to the agenda be adopted.

**Motion Result:** Passed by Simple Majority

## 14. CONTRIBUTIONS

- 14.1 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 **\$149,000.00 plus GST** in instalments set out in the table below:

Levy Status	Due date	Amount excl. GST
To be Issued	01/08/2023	\$37,250.00
To be Issued	01/11/2023	\$37,250.00
To be Issued	01/02/2024	\$37,250.00
To be Issued	01/05/2024	\$37,250.00
<b>Total</b>		<b>\$149,000.00</b>

**Motion Result:** Passed by Simple Majority

- 14.2 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 **\$58,991.00 plus GST** in instalments set out in the table below:

Levy Status	Due date	Amount excl. GST
To be Issued	01/08/2023	\$14,747.75
To be Issued	01/11/2023	\$14,747.75
To be Issued	01/02/2024	\$14,747.75
To be Issued	01/05/2024	\$14,747.75
<b>Total</b>		<b>\$58,991.00</b>

**Motion Result:** Passed by Simple Majority

- 14.3 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	01/08/2024	\$37,250.00
To be Issued	01/11/2024	\$37,250.00
<b>Total</b>		<b>\$74,500.00</b>

### **Capital Works Fund Interim Periods**

Levy Status	Due date	Amount excl. GST
To be Issued	01/08/2024	\$14,747.75
To be Issued	01/11/2024	\$14,747.75
<b>Total</b>		<b>\$29,495.50</b>

**Motion Result:** Passed by Simple Majority

## 15. LEVY COLLECTION PROCEDURES

- 15.1 That the Owners – Strata Plan 69476, 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 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 69476 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

- 15.2 That the Owners – Strata Plan 69476, 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

- 15.3 That the Owners – Strata Plan 69476, 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

## 16. VOTING BY ELECTRONIC MEANS

- 16.1 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

## 17. SPECIAL RESOLUTION REQUIRED – ALTERATION TO COMMON PROPERTY

- 17.1 That the Owners Corporation **SPECIALLY RESOLVES** pursuant to Section 108 of the *Strata Schemes Management Act 2015* to alter the common property by removing the old metal common property storage boxes in the garage and replacing them with bike racks.

**Motion Result:** Defeated by Simple Majority

## 18. ACCEPTANCE OF QUOTE – EASY TRADES

18.1 That the Owners Corporation resolve to accept the quote from Easy Trades dated 25 May 2023 in the sum of \$15,980.00 including GST to install 16 bike racks holding a total of 64 bikes.

**Motion Result:** Defeated by Simple Majority

## 19. HONORARIUM PAYMENT

19.1 That the Owners Corporation resolve to pay an honorarium to Sharon Kelly of Unit 38 in the sum of \$350.00 per month, for the period January 2023 to 1 July 2023 (a total of \$2,100.00) as recognition for the hours spent managing the day-to-day operations of the building, meeting trades people and coordinating work onsite.

**Motion Result:** Passed by Simple Majority

## 20. SPECIAL RESOLUTION REQUIRED – SPECIAL BY-LAW 10 – LOT 4 WORKS

- 20.1 That the Owners – Strata Plan No 69476 **SPECIALLY RESOLVE** pursuant to Section 47 of the *Strata Schemes Management Act 2015* to make a by-law on the following terms:

### **SPECIAL BY-LAW 10 – LOT 4 WORKS**

#### **PART 1 GRANT OF RIGHT**

The Owner has the right to carry out the Works at its own cost subject to Part 3 of this by-law.

The purpose of this by-law is to allow Owners to install the Works on the common property, regulate its maintenance and to regulate Works installed prior to this by-law being made.

#### **PART 2 DEFINITIONS & INTERPRETATION**

In this by-law, unless the context otherwise requires or permits:

- a) **Authority** means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot.
- b) **Building** means the building located at 110 Wellington Street, Waterloo NSW 2017.
- c) **Insurance** means:
  - i. Contractors all risk insurance and public liability insurance;
  - ii. Insurance required under the *Home Building Act 1989* (if applicable); and
  - iii. Workers compensation insurance.
- d) **Lot** means Lot 4 in Strata Plan 69476.
- e) **Owner** means the owner of the Lot.
- f) **Owners Corporation** means the Owners Corporation created by the registration of Strata Plan registration no 69476.
- g) **Strata Scheme** means the strata scheme relating to Strata Plan 69476.
- h) **Works** means the renovation to the Lot including replacing the bathtub with a shower recess, waterproofing wet areas, tiling the shower area floor and walls, fitting new glass shower screen, shower nozzle and a mixer tap within the Strata Scheme.

In this by-law, unless the context otherwise requires, a word which denotes:

- a) The singular includes plural and vice versa;
- b) Any gender includes the other genders;
- c) Any terms in the by-law will have the same meaning as those defined in the *Strata Schemes Management Act 2015*; and
- d) References to legislation includes references to amending and replacing legislation.

#### **PART 3 CONDITIONS**

##### **PART 3.1 Before Commencement**

Before commencement of the Works the Owner must:

- a) Obtain all necessary approvals from any Authorities and provide a copy to the Owners Corporation;

- b) Provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 48 hours of any request from the Owners Corporation;

### **PART 3.2 During Installation**

Whilst the Works are in progress the Owner of the Lot at the relevant time must:

- a) Use duly licensed employees, contractors or agents to conduct the Works;
- b) Ensure the Works are conducted in a proper and workmanlike manner and comply with the current Australian Building Codes and Standards;
- c) Use reasonable endeavours to cause as little disruption as possible;
- d) Perform the Works during times reasonably approved by the Owners Corporation;
- e) Perform the Works within a period of 1 month from their commencement or such other period as reasonably approved by the Owners Corporation;
- f) Transport all construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;
- g) Protect all affected areas of the Building outside the Lot from damage relating to the Works or the transportation of construction materials, equipment and debris;
- h) Ensure that the Works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law;
- i) Provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 24 hours of any request from the Owners Corporation (for clarity more than one inspection may be required); and
- j) Not vary the Works without first obtaining the consent in writing from the Owners Corporation.

### **PART 3.3 After Construction**

After the Works have been completed the Owner must without unreasonable delay:

- a) Notify the Owners Corporation that the Works have been completed;
- b) Notify the Owners Corporation that all damage, if any, to Lot and common property caused by the Works and not permitted by this by-law has been rectified;
- c) Provide the Owners Corporation with a copy of any certificate or certification required by an Authority to approve the Works;
- d) Provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 48 hours of any request from the Owners Corporation to check compliance with this by-law or any consents provided under this by-law;
- e) The Owners Corporation's right to access the Lot arising under this by-law expires once it is reasonably satisfied that Paragraphs (a) to (d) immediately above have been complied with.

Clauses 3.3(a) and (d) of this Part 3.3 do not apply to Works installed prior to this by-law being made.

**PART 3.4  
Enduring Rights and Obligations**

The Owner:

- a) Must maintain, replace and keep in good and serviceable repair the Works installed by them;
- b) Must maintain and upkeep those parts of the common property in contact with the Works;
- c) Remains liable for any damage to lot or common property arising out of the Works; and
- d) Must indemnify the Owners Corporation against any costs or losses arising out of the Works.

**Motion Result:** Specially Resolved

**21. STRATA COMMITTEE NOMINATIONS**

21.1 That nominations for election to the Strata Committee be received, declared and recorded.

**Motion Result:** Passed by Simple Majority

21.2 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:** Defeated by Simple Majority

21.3 That the number of members of the Strata Committee be six (6).

**Motion Result:** Passed by Simple Majority

**22. STRATA COMMITTEE ELECTION**

22.1 A Walsh (Lot 18), S Rodgers (Lot 19), S Kelly (Lot 38), N Mithin (Lot 39), K Lombardo (Lot 44) and D Pentecost (Lot 58) have been elected to the Strata Committee.

**Motion Result:** Passed by Simple Majority

**Closure**

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There being no further business the Chairperson declared the meeting closed at 7:20pm.

Strata Company Professional Standards Disclosure

*Liability limited by a scheme approved under Professional Standards Legislation.*

15 June 2023

# ANNUAL GENERAL MEETING

**THE OWNERS - STRATA PLAN NO 69476**  
110 WELLINGTON STREET, WATERLOO, NSW, 2017

Dear Owner,

Please find enclosed your notice, agenda, voting paper and associated supporting documents for the upcoming general meeting for Strata Plan 69476.

**The Meeting is scheduled to be held as follows:**

<b>DATE:</b>	Wednesday 05 July 2023
<b>COMMENCEMENT:</b>	6:00 PM
<b>LOCATION:</b>	In the Offices of GK Strata Management, Haywood Room, Level 27, 66-68 Goulburn Street, Sydney, NSW, 2000

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  
Daniel Russell-Cooper  
Licensed Strata Managing Agent  
Liability limited by a scheme approved under Professional Standards Legislation.



# NOTICE OF ANNUAL GENERAL MEETING

**THE OWNERS - STRATA PLAN NO 69476**  
110 Wellington Street, WATERLOO, NSW, 2017



**Date & Time:** The meeting is scheduled to commence at 6:00 PM on Wednesday 05 July 2023.

Please arrive 15 minutes prior to the meeting start for registration.



**Location:** The meeting will be held In the Offices of GK Strata Management, Haywood Room, Level 27, 66-68 Goulburn Street, Sydney, NSW, 2000.



**Video Conference:** Not selected for this meeting



**Phone Dial In:** Not selected for this meeting

Enter Meeting ID: N/A

## 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](http://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

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#### **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

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## 1. MINUTES

### Motions

- 1.1. That the minutes of the last general meeting of the Owners Corporation, held on 18/08/2022, 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 69476, 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 69476, 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 appoint a consultant to undertake a safety audit report of the strata scheme to identify any risks that may affect the common areas.

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: Origin Energy*
- 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*

*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
P-017872	Axis Underwriting	15 Nov 2023	BUILDING	\$26,859,000.00
			PUBLIC LIABILITY	\$30,000,000.00
			OFFICE BEARERS	\$5,000,000.00
			MACHINERY BREAKDOWN	\$100,000.00
			COMMON AREA CONTENTS	\$268,590.00
			LOSS OF RENT	\$4,028,850.00
			CATASTROPHE	\$4,028,850.00
			FIDELITY GUARANTEE	\$100,000.00
			VOLUNTARY WORKERS	\$2,000.00 / \$200,000.00
			PAINT	Included
			LEGAL DEFENCE COSTS	\$50,000.00
			FLOATING FLOORS	Included
			WH & S BREACHES	\$100,000.00
			GOVT AUDIT COSTS	\$25,000.00
			FLOOD	Included
LOT OWNERS FIXTURES	\$300,000.00			
<b>TOTAL PREMIUM: \$36,078.57</b>				

Date on which the premiums were last paid: **16/11/2022**

- 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: \$4,837.27;
- CommunitySure Management fees to parent entity (PICA Group)\*1: \$0.00
- 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: \$6,046.59;
- CommunitySure Management fees to parent entity (PICA Group)\*1: \$0.00
- 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 15/11/21.*

## **7. APPOINTMENT OF MANAGING AGENT**

Motions

- 7.1. That in accordance with Section 49 (2) of the *Strata Schemes Management Act 2015* (the Act):
- a. GK Strata Management Pty Ltd be appointed as Strata Managing Agent of Strata Scheme No. 69476;
  - 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; 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.

*Explanatory Note*

*The motion above is the standard motion for the Owners Corporation to appoint GK Strata Management Pty Ltd as the managing agent for the strata scheme. The motion includes those functions that are to be delegated to the managing agent. A copy of the proposed Management Agreement is available upon request from GK Strata Management.*

## **8. AUDITOR**

Motions

- 8.1. That an auditor be appointed and that auditor be CBC Partners.

*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.*

## **9. CAPITAL WORKS FUND PLAN**

Motions

- 9.1. That the owners corporation confirms receipt of the capital works analysis prepared by Solutions in Engineering on 15/09/2022.
- 9.2. That the strata managing agent be instructed to obtain quotations to prepare a 10-year capital works fund plan and the strata committee be authorised to provide directions in relation to the appointment of a consultant to prepare the 10-year capital works fund plan.

*Explanatory Note*

*Section 80 of the Act requires that all schemes must prepare a 10-year capital works fund plan and review it at least once every five years. The motion makes the owners corporation both aware of this requirement as well as tracking the implementation of the plan.*



## **10. RESTRICTED MATTERS**

### Motions

- 10.1. That there be no additional restrictions placed on the strata committee other than those currently imposed by Section 36 (3) of the Act.
- 10.2. That in the event the preceding motion is defeated the owners corporation determine restrictions to be placed on the strata committee.

### 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 an strata committee meeting.*

*Note, changes to the prescribed powers of the strata committee in the form of additional restrictions may require significantly more general meetings and may lead to less timely decision making and additional significant administrative costs.*

## **11. GST REGISTRATION**

### Motions

- 11.1. That the Owners Corporation resolves to confirm its current GST registration.

### Explanatory Note

*Where total revenue is more than \$150,000 GST registration is compulsory. This motion is included for the purposes of transparency in as much as levies are being raised plus GST. By being registered for GST, the Strata Schemes may claim the income tax input tax credit, or the GST, paid on contractor's invoices.*

## 12. ENGAGEMENT OF CONTRACTORS

### Motions

- 12.1. 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"><li>• Must be registered as a business for tax purposes in Australia</li><li>• Must have a minimum \$10 million Public &amp; Product Liability Insurance (in respect of each and every occurrence and unlimited in aggregate for any one period of cover)</li><li>• Must have a minimum \$1 million Professional Indemnity Insurance (where applicable)</li><li>• Must have Statutory Workers Compensation Insurance for all employees or Personal and Accident Insurance as a Sole Trader</li><li>• Must hold all licences as relevant to services provided</li><li>• Must have an established Quality Management system (Consultants only)</li><li>• Must have an established Health &amp; Safety Management system</li><li>• Must accept PICA Group Terms and Conditions of engagement and Business Code of Conduct.</li></ul>
Definitions:	<ul style="list-style-type: none"><li>• 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.</li><li>• 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.</li></ul>

### 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.*

## 13. ACCOUNTING RECORDS AND BUDGET

### Motions

- 13.1. That the financial statements including the statement of key financial information for the period ended **31/05/2023** be adopted.
- 13.2. 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.

## 14. CONTRIBUTIONS

### Motions

- 14.1. 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 \$149,000.00 plus GST in instalments set out in the table below:

Levy Status	Due date	Amount excl. GST
To be Issued	01/08/2023	\$37,250.00
To be Issued	01/11/2023	\$37,250.00
To be Issued	01/02/2024	\$37,250.00
To be Issued	01/05/2024	\$37,250.00
<b>Total</b>		<b>\$149,000.00</b>

- 14.2. 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 \$58,991.00 plus GST in instalments set out in the table below:

Levy Status	Due date	Amount excl. GST
To be Issued	01/08/2023	\$14,747.75
To be Issued	01/11/2023	\$14,747.75
To be Issued	01/02/2024	\$14,747.75
To be Issued	01/05/2024	\$14,747.75
<b>Total</b>		<b>\$58,991.00</b>

- 14.3. 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	01/08/2024	\$37,250.00
To be Issued	01/11/2024	\$37,250.00
<b>Total</b>		<b>\$74,500.00</b>

### Capital Works Fund

#### Interim Periods

Levy Status	Due date	Amount excl. GST
To be Issued	01/08/2024	\$14,747.75
To be Issued	01/11/2024	\$14,747.75
<b>Total</b>		<b>\$29,495.50</b>

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.

## 15. LEVY COLLECTION PROCEDURES

## Motions

- 15.1. That the Owners – Strata Plan 69476, 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 69476 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.
- 15.2. That the Owners – Strata Plan 69476, 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.
- 15.3. That the Owners – Strata Plan 69476, 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 1, 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.*

## 16. VOTING BY ELECTRONIC MEANS

### Motions

16.1. 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.*

## 17. SPECIAL RESOLUTION REQUIRED - ALTERATION TO COMMON PROPERTY

### Motions

17.1. That the Owners Corporation **SPECIALLY RESOLVES** pursuant to Section 108 of the *Strata Schemes Management Act 2015* to alter the common property by removing the old metal common property storage boxes in the garage and replacing them with bike racks.

## 18. ACCEPTANCE OF QUOTE - EASY TRADES

### Motions

18.1. That the Owners Corporation resolve to accept the quote from Easy Trades dated 25 May 2023 in the sum of \$15,980.00 including GST to install 16 bike racks holding a total of 64 bikes.

## 19. HONORARIUM PAYMENT

### Motions

19.1. That the Owners Corporation resolve to pay an honorarium to Sharon Kelly of Unit 38 in the sum of \$350.00 per month, for the period January 2023 to 1 July 2023 (a total of \$2,100.00) as recognition for the hours spent managing the day-to-day operations of the building, meeting trades people and coordinating work onsite.

### Explanatory Note

*It is noted that Sharon Kelly has been a member of the Strata Committee and undertaking these duties free of charge for the past 20 years. As the building has aged, the need for attending to many tasks is increasing, hence this request for this honorarium.*

**20. SPECIAL RESOLUTION REQUIRED – SPECIAL BY-LAW 10 – LOT 4 WORKS**

Motions

- 20.1. That the Owners – Strata Plan No 69476 **SPECIALLY RESOLVE** pursuant to Section 47 of the *Strata Schemes Management Act 2015* to make a by-law on the following terms:

## **SPECIAL BY-LAW 10 – LOT 4 WORKS**

### **PART 1 GRANT OF RIGHT**

The Owner has the right to carry out the Works at its own cost subject to Part 3 of this by-law.

The purpose of this by-law is to allow Owners to install the Works on the common property, regulate its maintenance and to regulate Works installed prior to this by-law being made.

### **PART 2 DEFINITIONS & INTERPRETATION**

In this by-law, unless the context otherwise requires or permits:

- (a) **Authority** means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot.
- (b) **Building** means the building located at 110 Wellington Street, Waterloo NSW 2017.
- (c) **Insurance** means:
  - i. Contractors all risk insurance and public liability insurance;
  - ii. Insurance required under the *Home Building Act 1989* (if applicable); and
  - iii. Workers compensation insurance.
- (d) **Lot** means Lot 4 in Strata Plan 69476.
- (e) **Owner** means the owner of the Lot.
- (f) **Owners Corporation** means the Owners Corporation created by the registration of Strata Plan registration no 69476.
- (g) **Strata Scheme** means the strata scheme relating to Strata Plan 69476.
- (h) **Works** means the renovation to the Lot including replacing the bathtub with a shower recess, waterproofing wet areas, tiling the shower area floor and walls, fitting new glass shower screen, shower nozzle and a mixer tap within the Strata Scheme.

In this by-law, unless the context otherwise requires, a word which denotes:

- (a) The singular includes plural and vice versa;
- (b) Any gender includes the other genders;
- (c) Any terms in the by-law will have the same meaning as those defined in the *Strata Schemes Management Act 2015*; and
- (d) References to legislation includes references to amending and replacing legislation.

### **PART 3 CONDITIONS**

#### **PART 3.1 Before Commencement**

Before commencement of the Works the Owner must:

- (a) Obtain all necessary approvals from any Authorities and provide a copy to the Owners Corporation;

(b) Provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 48 hours of any request from the Owners Corporation;

### **PART 3.2 During Installation**

Whilst the Works are in progress the Owner of the Lot at the relevant time must:

- (a) Use duly licensed employees, contractors or agents to conduct the Works;
- (b) Ensure the Works are conducted in a proper and workmanlike manner and comply with the current Australian Building Codes and Standards;
- (c) Use reasonable endeavours to cause as little disruption as possible;
- (d) Perform the Works during times reasonably approved by the Owners Corporation;
- (e) Perform the Works within a period of 1 month from their commencement or such other period as reasonably approved by the Owners Corporation;
- (f) Transport all construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;
- (g) Protect all affected areas of the Building outside the Lot from damage relating to the Works or the transportation of construction materials, equipment and debris;
- (h) Ensure that the Works do not interfere with or damage the common property or the property of any other lot owner other than as approved in this by-law;
- (i) Provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 24 hours of any request from the Owners Corporation (for clarity more than one inspection may be required); and
- (j) Not vary the Works without first obtaining the consent in writing from the Owners Corporation.

### **PART 3.3 After Construction**

After the Works have been completed the Owner must without unreasonable delay:

- (a) Notify the Owners Corporation that the Works have been completed;
- (b) Notify the Owners Corporation that all damage, if any, to Lot and common property caused by the Works and not permitted by this by-law has been rectified;
- (c) Provide the Owners Corporation with a copy of any certificate or certification required by an Authority to approve the Works;
- (d) Provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 48 hours of any request from the Owners Corporation to check compliance with this by-law or any consents provided under this by-law;
- (e) The Owners Corporation's right to access the Lot arising under this by-law expires once it is reasonably satisfied that Paragraphs (a) to (d) immediately above have been complied with.

Clauses 3.3(a) and (d) of this Part 3.3 do not apply to Works installed prior to this by-law being made.

### **PART 3.4 Enduring Rights and Obligations**

The Owner:

- (a) Must maintain, replace and keep in good and serviceable repair the Works installed by them;



- (b) Must maintain and upkeep those parts of the common property in contact with the Works;
- (c) Remains liable for any damage to lot or common property arising out of the Works; and
- (d) Must indemnify the Owners Corporation against any costs or losses arising out of the Works.

## **21. STRATA COMMITTEE NOMINATIONS**

### Motions

- 21.1. 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".
- 21.2. That candidates for election to the strata committee disclose any connections with the original owner (developer) or building manager in accordance with the Act.
- 21.3. That the number of members of the strata committee be determined.

### Explanatory Note

*The Act requires that the owners corporation elect a strata committee and allows nominations to be in writing before the commencement of the AGM, or received orally at the meeting. Nominations must be made by an owner of a lot (who may be unfinancial) or any person entitled to vote at a general meeting of the owners corporation. Nominations must be made with the consent of the nominee either in writing before the meeting or verbally at the meeting.*

*After the chairperson declares nominations have closed, the owners corporation must resolve the size of the committee.*

*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.*

*\*\*Please refer to Meeting Procedures and Voting Rights for a General Meeting forming part of the meeting papers of the Annual General Meeting which provides further detailed guidance with regard to the Strata Committee election process.\*\**

## **22. STRATA COMMITTEE ELECTION**

That the members of the Committee be elected.

# INSTRUCTIONS

## Meeting Procedures and Voting Rights for a General Meeting

### Definitions

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Act – *Strata Schemes Management Act 2015*.

Regulations – *Strata Schemes Management Regulations 2016*.

### Meeting Attendance

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#### 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

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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

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- 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

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### 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.

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### Annexure to this meeting notice

Email Authority Form  
 Proxy Form  
 Committee Nomination Form  
 Minutes of Previous General Meeting  
 Insurance  
 Audit Report  
 Capital Works Fund Summary  
 Financial Statements  
 Easy Trades Quote



# E-MAIL NOTIFICATION AUTHORITY

## SECTION 1 – RETURN TO

To the Managing Agent for The Owners – Strata Plan 69476  
C/- GK Strata Management Pty Ltd  
Locked Bag 22, Haymarket NSW 1240

[info@gkstrata.com.au](mailto:info@gkstrata.com.au)

## SECTION 2 – ABOUT THIS FORM

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.

## SECTION 3 – EMAIL NOTIFICATION AUTHORITY

In accordance with Section 263 of the *Strata Schemes Management Act 2015* on Electronic Transmission of Notices.

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.

<b>Lot Number</b>	
<b>Owner Name/s</b>	

### **Authority for correspondence, meeting notices and minutes**

<b>Email Address</b>	
I / we authorise the Owners Corporation of Strata Plan 69476 to forward <b><u>correspondence, meeting notices and minutes</u></b> and other notices electronically to the email address listed above.	
<b>Signature of Owner/s</b>	
<b>Date</b>	

### **Authority for Levy Notices**

<b>Email Address</b>	
I / we authorise the Owners Corporation of Strata Plan 69476 to forward <b><u>Levy Notices</u></b> electronically to the email address listed above.	
<b>Signature of Owner/s</b>	
<b>Date</b>	



# 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]:*

- 1 meeting  *[please insert number]*  meetings  
 1 month  *[please insert number]*  months  
 12 months  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

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Name *[print]:*

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Name *[print]:*

**Manager: Daniel Russell-Cooper**

GK Strata Management Pty Ltd | ABN 63002630453 | **a:** Locked Bag 22, Haymarket NSW 1240

**e:** info@gkstrata.com.au | **w:** www.gkstrata.com.au | **p:** (02)82189999

Liability limited by a scheme approved under Professional Standards Legislation.



# PROXY APPOINTMENT

Strata Schemes Management Act 2015

## 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.

**Manager: Daniel Russell-Cooper**

GK Strata Management Pty Ltd | ABN 63002630453 | **a:** Locked Bag 22, Haymarket NSW 1240

**e:** info@gkstrata.com.au | **w:** www.gkstrata.com.au | **p:** (02)82189999

Liability limited by a scheme approved under Professional Standards Legislation.

# NOMINATION FOR STRATA COMMITTEE FORM

## SECTION 1 – RETURN TO

To the Managing Agent for The Owners – Strata Plan 69476  
C/- GK Strata Management Pty Ltd  
Locked Bag 22, Haymarket NSW 1240

[info@gkstrata.com.au](mailto:info@gkstrata.com.au)

## SECTION 2 – ABOUT THIS FORM

Please return this form to Owners Corporation care of your Managing Agent as per **Section 1 above** if you wish nominate a person for election to the Strata Committee. Details who is eligible to nominate is included in your notice of meeting.

## SECTION 3 – NOMINATION

**Note:** If you are nominating another person, the person you are nominating (nominee) must consent to the nomination in writing (Refer to **Section 4** below)

<b>Name of Lot Owner making nomination</b>	
<b>Lot Number</b>	

<b>Name of person being nominated (Nominee):</b>	
<b>Date</b>	
<b>Signature of Lot Owner</b>	

## SECTION 4 – CONSENT TO NOMINATION

Please only complete this section if you are not the Owner of the Lot indicated above.

<b>Name of Nominee to the Strata Committee:</b>	
<b>Nominee email</b>	
<b>Nominee postal address</b>	
I consent to the above nomination for the Strata Committee:	
<b>Signature of Nominee</b>	
<b>Date</b>	

# MINUTES OF ANNUAL GENERAL MEETING

**The Owners – Strata Plan No 69476**  
WELLINGTON STREET 110  
110 Wellington Street, WATERLOO, NSW, 2017

**These are the minutes of the Annual General Meeting for The Owners – Strata Plan No 69476 held in the Boardroom, Level 27, 66-68 Goulburn Street, Sydney, NSW, 2000 commencing at 6:30pm on Thursday 18 August 2022.**

## Lots Represented

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<u>Lot No</u>	<u>Name</u>	<u>Capacity</u>
26	K Glass	Proxy Present
38	S Kelly	Owner Present
44	K Lombardo	Owner Present
46	A Satti	Proxy Present
49	S Trant	Owner Present
56	M Vella	Proxy Present
58	S Trant	Owner Present

## In Attendance

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D Russell-Cooper representing GK Strata Management Pty Ltd under Delegated Authority  
D Pentecost

## Chairperson

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D Russell-Cooper representing GK Strata Management Pty Ltd under Delegated Authority

## Secretary

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D Russell-Cooper representing GK Strata Management Pty Ltd under Delegated Authority

## Quorum

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Chairperson's declaration regarding the absence of a quorum: At 6:00pm, 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

- 1.1 That the minutes of the last general meeting of the Owners Corporation, held on **02/05/2022**, 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

**Notes:** AFT Fire Protection are required to repair two (2) fire doors. They have advised they will be attending on Monday to repair the door handle and are trying to locate a welder to repair the second door. Managing Agent to follow up repair of the sluice valves on the street.

- 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 Re-Inspection)

That the Owners – Strata Plan No 69476, 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

**Notes:** Managing Agent to draft and send a survey form to owners requesting them advise the Owners Corporation if they are missing window locks.

- 2.5 That following the inspection of window safety devices the Owners – Strata Plan No 69476, 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*.

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

2.6 **(Safety Audit Report)**

That the Owners Corporation appoint a consultant to undertake a Safety Audit Report of the strata scheme to identify any risks that may affect the common areas.

**Motion Result:** Defeated by Simple Majority

2.7 **(Asbestos Survey)**

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).

**Motion Result:** Defeated by Simple Majority

2.8 **(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:** Defeated 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:** Defeated 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
QUSS047766	QUS Pty Ltd	15 Nov 2022	BUILDING	\$25,580,000.00
			PUBLIC LIABILITY	\$30,000,000.00
			OFFICE BEARERS	\$5,000,000.00
			MACHINERY BREAKDOWN	\$100,000.00
			COMMON AREA CONTENTS	\$255,800.00
			LOSS OF RENT	\$3,837,000.00
			CATASTROPHE	\$3,837,000.00
			FIDELITY GUARANTEE	\$100,000.00
			PERSONAL ACCIDENT	\$200,000.00
			PAINT	Included
			LEGAL DEFENCE COSTS	\$50,000.00
			FLOATING FLOORS	Included
			WH & S BREACHES	\$100,000.00
			GOVT AUDIT COSTS	\$25,000.00
			FLOOD	Included
LOT OWNERS FIXTURES	\$250,000.00			
TOTAL PREMIUM: \$23,080.64				

Date on which the premiums were last paid: **11/11/2021**.

**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:** Passed 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.

### **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: \$3,060.86.*
- *CommunitySure Management fees to parent entity (PICA Group)\*1: \$0.00.*
- *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: \$25.00 to \$150.00 per energy agreement.*

*Training services received / provided to the 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 \$250.00 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: \$3,611.81.*
- *CommunitySure Management fees to parent entity (PICA Group)\*1: \$0.00.*
- *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: \$25.00 to \$150.00 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 \$250.00 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.*

**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. APPOINTMENT OF GK STRATA

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

- a. GK Strata Management Pty Ltd be appointed as Strata Managing Agent of Strata Scheme No. 69476;
- 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; 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.

**Motion Result:** Passed by Simple Majority

**Notes:** One (1) year appointment on the basis that D Russell-Cooper is the Strata Manager.

## 8. TERMINATE FORMER MANAGING AGENT

- 8.1 That the Owners – Strata Plan No. 69476 RESOLVES by ordinary resolution that, the Owners Corporation having an existing Strata Management Agency Agreement with **GK Strata Management Pty Ltd (Former Agent)**:

- a) The Owners Corporation terminate the appointment of the Former Agent as Strata Managing Agent of the Owners Corporation from 27 October 2022;
- 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.

**Motion Result:** Defeated by Simple Majority



## 9. APPOINTMENT OF STRATA LOGIC

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

- a) Strata Logic Pty Limited be appointed as Strata Managing Agent of Strata Scheme No. 69476;
- 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, a copy of which was tabled at the meeting at which this resolution was passed (Agreement);
- 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.

**Motion Result:** Defeated by Simple Majority

## 10. AUDITOR

10.1 That an auditor be appointed and that auditor be CBC Partners.

**Motion Result:** Passed by Simple Majority

## 11. CAPITAL WORKS FUND PLAN

11.1 That the Owners Corporation confirms receipt of the Capital Works Analysis prepared by Solutions IE on 25/10/2017.

**Motion Result:** Passed by Simple Majority

11.2 That the Managing Agent be instructed to obtain quotations to prepare a 10-Year Capital Works Fund Plan and the Strata Committee be authorised to provide directions in relation to the appointment of a consultant to prepare the 10-Year Capital Works Fund Plan.

**Motion Result:** Passed by Simple Majority

## 12. RESTRICTED MATTERS

12.1 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

12.2 That in the event the preceding motion is defeated the Owners Corporation determine restrictions to be placed on the Strata Committee.

**Motion Result:** Motion lapsed as RESTRICTED MATTERS was CARRIED

### 13. GST REGISTRATION

13.1 That the Owners Corporation resolves to confirm its current GST registration.

**Motion Result:** Passed by Simple Majority

### 14. ENGAGEMENT OF CONTRACTORS

14.1 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"><li>• Must be registered as a business for tax purposes in Australia</li><li>• Must have a minimum \$10 million Public &amp; Product Liability Insurance (in respect of each and every occurrence and unlimited in aggregate for any one period of cover)</li><li>• Must have a minimum \$1 million Professional Indemnity Insurance (where applicable)</li><li>• Must have Statutory Workers Compensation Insurance for all employees or Personal and Accident Insurance as a Sole Trader</li><li>• Must hold all licences as relevant to services provided</li><li>• Must have an established Quality Management system (Consultants only)</li><li>• Must have an established Health &amp; Safety Management system</li><li>• Must accept PICA Group Terms and Conditions of engagement and Business Code of Conduct</li></ul>
Definitions:	<ul style="list-style-type: none"><li>• 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</li><li>• 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</li></ul>

**Motion Result:** Passed by Simple Majority

### 15. ACCOUNTING RECORDS AND BUDGET

15.1 That the financial statements including the statement of key financial information for the period ended **31/05/2022** be adopted.

**Motion Result:** Passed by Simple Majority

15.2 That estimated receipts and payments (budget) for the Administrative Fund and the Capital Works Fund as attached to the agenda be adopted.

**Motion Result:** Passed by Simple Majority

## 16. CONTRIBUTIONS

- 16.1 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 **\$135,000.00 plus GST** in instalments set out in the table below:

Levy Status	Due date	Amount excl. GST
Already Issued	01/08/2022	\$37,041.67
To be Issued	01/11/2022	\$32,652.78
To be Issued	01/02/2023	\$32,652.78
To be Issued	01/05/2023	\$32,652.77
<b>Total</b>		<b>\$135,000.00</b>

**Motion Result:** Passed by Simple Majority

- 16.2 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 **\$63,000.00 plus GST** in instalments set out in the table below:

Levy Status	Due date	Amount excl. GST
Already Issued	01/08/2022	\$16,208.33
To be Issued	01/11/2022	\$15,597.22
To be Issued	01/02/2023	\$15,597.22
To be Issued	01/05/2023	\$15,597.23
<b>Total</b>		<b>\$63,000.00</b>

**Motion Result:** Passed by Simple Majority

- 16.3 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	01/08/2023	\$33,750.00
To be Issued	01/11/2023	\$33,750.00
<b>Total</b>		<b>\$67,500.00</b>

### **Capital Works Fund Interim Periods**

Levy Status	Due date	Amount excl. GST
To be Issued	01/08/2023	\$15,750.00
To be Issued	01/11/2023	\$15,750.00
<b>Total</b>		<b>\$31,500.00</b>

**Motion Result:** Passed by Simple Majority

## 17. LEVY COLLECTION PROCEDURES

17.1 That the Owners – Strata Plan 69476, 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 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 69476 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

17.2 That the Owners – Strata Plan 69476, 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

17.3 That the Owners – Strata Plan 69476, 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

## 18. VOTING BY ELECTRONIC MEANS

18.1 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

## 19. SERVICE MAINTENANCE AGREEMENTS

19.1 That the Owners Corporation approve the service maintenance agreements for the painting works and CCTV equipment.

**Motion Result:** Passed by Simple Majority

**Notes:** The Owners Corporation accepted the quote from Visual Edge in the sum of \$2,942.92 to carry out touch up painting of the common areas, and the quote from SINT Security in the sum of \$450.00 + GST for 6 monthly maintenance of the security system. The Managing Agent will also seek a quote to install a camera in the garbage room.

## 20. SPECIAL BY-LAW NO. 9 - LOT 10 RENOVATIONS

20.1 That the Owners – Strata Plan No. 69476 **SPECIALLY RESOLVE** pursuant to sections 108 and 143 of the *Strata Schemes Management Act 2015* (“Act”) to:

1. Authorise the Owner of Lot 10 to add to, alter and erect new structures on the common property by carrying out the Works (as that term is defined in the Special By-Law set out below), subject to the terms and conditions of the Special By-Law set out below; and
2. Grant the Owner of Lot 10 the exclusive use of the Exclusive Use Area (as that term is defined in the Special By-Law set out below),

Subject to the terms and conditions of the Special By-Law set out below, and to make a by-law on the terms and conditions of the Special By-Law set out below, and that notification of this change to the by-laws be lodged for registration in accordance with Section 141 of the Act at the Registrar-General’s Office.

**Motion Result:** Specially Resolved

**Notes:** Managing Agent to notify owner that there is to be no work / mess in the common areas.

## 21. STRATA COMMITTEE NOMINATIONS

21.1 That nominations for election to the Strata Committee be received, declared and recorded.

**Motion Result:** Passed by Simple Majority

21.2 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

21.3 That the number of members of the Strata Committee be four (4).

**Motion Result:** Passed by Simple Majority

## 22. STRATA COMMITTEE ELECTION

22.1 S Kelly (Lot 38), K Lombardo (Lot 44), S Trant (Lot 49 & 58) and D Pentecost have been elected to the Strata Committee.

### Closure

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There being no further business the Chairperson declared the meeting closed at 7:40pm.

### Strata Company Professional Standards Disclosure

*Liability limited by a scheme approved under Professional Standards Legislation.*

# Residential Strata Insurance

## Certificate of Currency



Policy Number: P-017872

**Certificate Date** 02 December, 2022  
**Insurer** XL Insurance Company SE (Australia Branch)  
ABN: 36 083 570 441  
UMR: B0334SC3342022688

### Important Information

This certificate confirms that from the certificate date noted above, a Policy existed for the sums insured shown.

It is not intended to amend, extend, replace or override the Policy terms and conditions. This certificate is issued as a matter of information only and confers no rights on the certificate holder.

**Period of Cover** 15/11/2022 to 15/11/2023 at 4pm  
**Insured** SP 69476  
**Interested Parties** None  
**Situation** 110 Wellington Street, WATERLOO, NSW, 2017

Section	Limit/Sum Insured
<b>1. Insured Property</b>	Insured
Building	\$26,859,000
Common Area Contents	\$268,590
Loss of Rent	\$4,028,850
Benefit Paint / Wall Paper	Selected
Floating Floorboards	Selected
Catastrophe Insurance	15%
<b>2. Public or Legal Liability</b>	Insured
Limit of Liability	\$30,000,000
<b>3. Personal Accident</b>	Insured
Death	\$200,000
Total Disablement (per week)	\$2,000
<b>4. Fidelity Guarantee</b>	Insured
Sum Insured	\$100,000
<b>5. Machinery Breakdown</b>	Insured
Sum Insured	\$100,000
<b>6. Office Bearers Legal Liability</b>	Insured
Limit of Liability	\$5,000,000
<b>7. Government Audit and Related Covers</b>	Insured
Audit Fees	\$25,000
Legal Defence Expenses	\$50,000

# Residential Strata Insurance Certificate of Currency



Policy Number: P-017872

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Appeal Expenses \$100,000

**Lot Owners Fixtures and Improvements** Insured

Sum Insured \$300,000

**Conditions** As Per Quotation, Policy Wording and Endorsements

## **INDEPENDENT AUDIT REPORT**

### **To the owners of Strata Plan 69476**

#### Opinion

We have audited the financial report of Strata Plan 69476, which comprises the Balance Sheet as at 31 May 2023, the Statements of Income and Expenditure for the year then ended, and notes to the financial statements, including a summary of significant accounting policies. We have not audited any budget information which may be included in the financial report.

In our opinion, the accompanying financial report present fairly, in all material respects, the financial position of Strata Plan 69476 as at 31 May 2023, and its financial performance for the year then ended in accordance with the accounting policies described in the notes to the financial report and the financial reporting requirements of sections 92 & 93 of the Strata Schemes Management Act 2015.

#### 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 Strata Plan 69476 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. We have also 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

We draw attention to the notes to the financial report, which describes the basis of accounting. The financial report has been prepared for distribution to the Owners for the purpose of fulfilling the Owners Corporation's financial reporting responsibilities under Sections 92 and 93 of the 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 Owners Corporation for the Financial Report

The Owners Corporation is responsible for the preparation and fair presentation of the financial report in accordance with the accounting policies described in the notes to the financial report, and has determined that the accounting policies described in the notes to the financial report are appropriate to meet the financial reporting requirements of Sections 92 and 93 of the Strata Schemes Management Act 2015, and are appropriate to meet the needs of the Owners. The Owners Corporation's responsibility also includes such internal control as the Owners Corporation determines is necessary to enable the preparation and fair presentation of a financial report that is free from material misstatement, whether due to fraud or error.

In preparing the financial report, the Owners Corporation is responsible for assessing the Plan's ability to continue as a going concern, disclosing, as applicable, matters relating to going concern and using the going concern basis of accounting unless the Owners Corporation either intends to liquidate the Plan or to cease operations, or has no realistic alternative but to do so.

### 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 the 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 the 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 the 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 Plan's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by the Owners Corporation.
- Conclude on the appropriateness of the Owners Corporation's use of the going concern basis of accounting, and based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Plan's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial report or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Plan to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial report, including the disclosures, and whether the financial report represents the underlying transactions and events in a manner that achieves fair presentation.

We communicate with the Owners Corporation 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.

**CBC PARTNERS**  
**Chartered Accountants**



**Domenic A. Cutrupi**  
**Partner**  
Dated: 15 June 2023

GPO Box 1442 Sydney NSW 2001 | Level 11, 22 Market Street Sydney NSW 2000  
info@cbcpartners.com.au • cbcpartners.com.au | P: + 61 2 8263 1000 • F: + 61 2 9262 2911

CBC Partners, ABN: 64 711 635 192 •

Liability limited by a scheme approved under Professional Standards Legislation


## Strata Plan No. 69476

110 Wellington Street Waterloo NSW 2017

### BALANCE SHEET

AS AT 31 MAY 2023

	ACTUAL 31/05/2023	ACTUAL 31/05/2022
<b><u>OWNERS FUNDS</u></b>		
Admin Fund	28,743.13	30,614.12
Capital Works Fund	205,074.23	212,456.54
<b><u>TOTAL</u></b>	<b><u>\$ 233,817.36</u></b>	<b><u>\$ 243,070.66</u></b>
 <b><u>THESE FUNDS ARE REPRESENTED BY</u></b>		
<b><u>CURRENT ASSETS</u></b>		
Cash At Bank	117,957.34	141,502.05
Investment 1 - Capital Works	77,272.71	75,357.81
Investment 2 - Capital Works	32,231.63	31,758.30
Levies In Arrears	10,312.67	13,690.86
Other Arrears	1,295.85	605.02
Interest On Arrears	270.00	208.94
Secondary Debtors	902.70	0.00
<b><u>TOTAL ASSETS</u></b>	<b><u>240,242.90</u></b>	<b><u>263,122.98</u></b>
<b><u>LIABILITIES</u></b>		
Gst Clearing Account	2,895.06	(366.97)
Creditor Control	624.01	17,649.50
Levies In Advance	2,906.47	2,769.79
<b><u>TOTAL LIABILITIES</u></b>	<b><u>6,425.54</u></b>	<b><u>20,052.32</u></b>
<b><u>NET ASSETS</u></b>	<b><u>\$ 233,817.36</u></b>	<b><u>\$ 243,070.66</u></b>

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 These financial statements are to be read in conjunction with the audit report dated 15/06/2023.

## Strata Plan No. 69476

110 Wellington Street Waterloo NSW 2017

### STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 JUNE 2022 TO 31 MAY 2023

	ACTUAL 01/06/22-31/05/23	BUDGET 01/06/22-31/05/23	ACTUAL 01/06/21-31/05/22
<b><u>ADMINISTRATIVE FUND</u></b>			
<b><u>INCOME</u></b>			
Admin Levy Income	134,999.74	135,000.00	150,000.17
Status Certificate Fees	109.00	0.00	327.00
Search Money	31.00	0.00	31.00
Insurance Claims Received	10,198.00	0.00	1,620.00
Interest On Overdue Levies	834.73	0.00	779.82
Key Deposits	1,049.11	0.00	0.00
<b>TOTAL INCOME</b>	<b>147,221.58</b>	<b>135,000.00</b>	<b>152,757.99</b>
<b><u>EXPENDITURE - ADMIN. FUND</u></b>			
Accountancy Fees	1,110.04	1,100.00	1,121.98
Audit Fees	780.00	0.00	0.00
Debt Recovery Fees	117.31	0.00	50.03
Debt Collection Fees	(100.00)	0.00	0.00
Insurance Premiums	30,210.81	25,000.00	19,311.31
Ins Premium Stamp Duty	2,846.68	2,100.00	1,838.20
Insurance Valuations	0.00	0.00	1,520.00
Keys	70.91	0.00	0.00
Storage Fees - Archive	80.00	80.00	80.80
Management Fees	12,290.60	14,489.53	13,732.54
Management Fees - Schedule B	3,986.93	4,000.00	4,892.63
Management Disbursements	8,697.97	4,000.00	7,868.20
R & M - Ceiling	0.00	1,500.00	1,910.00
R & M - Cleaning	21,662.46	13,000.00	20,579.37
R & M - Cleaning-Carpet	1,200.00	0.00	0.00
R & M - Cleaning-Press Clean	2,650.91	1,100.00	0.00
R & M - Cleaning-Windows/Glass	2,000.00	2,000.00	0.00
R & M - Consultants - Building	0.00	0.00	1,080.00
R & M - Doors & Windows	1,361.00	1,800.00	3,355.50
R & M - Electrical	4,092.50	2,500.00	2,229.00
R & M - Exhaust/Ventilatn Sys	0.00	500.00	0.00
R & M - Fire Protection	10,264.70	10,000.00	20,423.05
R & M - Garage Doors	1,155.00	1,500.00	330.00
R & M - Gates	0.00	1,000.00	1,025.00
R & M - General Repairs	2,116.24	1,000.00	3,083.73
R & M - Gutters & Downpipes	3,150.00	2,200.00	0.00

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These financial statements are to be read in conjunction with the audit report dated 15/06/2023. Page 2 Page 45

## Strata Plan No. 69476

110 Wellington Street Waterloo NSW 2017

### STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 JUNE 2022 TO 31 MAY 2023

	ACTUAL 01/06/22-31/05/23	BUDGET 01/06/22-31/05/23	ACTUAL 01/06/21-31/05/22
R & M - Hot Water Systems	737.95	1,500.00	1,625.64
R & M - Ins Claimable Repair	2,640.00	0.00	3,120.00
R & M - Intercom	792.00	1,000.00	1,358.00
R & M - Lawns & Gardens	8,006.90	6,000.00	7,197.04
R & M - Locks Keys & Card Keys	1,228.64	1,500.00	718.64
R & M - Painting	0.00	2,943.00	0.00
R & M - Pest/Vermin Control	1,224.55	1,000.00	973.64
R & M - Plumbing & Drainage	5,043.81	3,000.00	1,835.91
R & M - Pumps	700.00	800.00	0.00
R & M - Roof	850.00	500.00	6,250.00
R & M - Rubbish Removal	220.00	0.00	0.00
R & M - Security-Access Contrl	0.00	500.00	0.00
R & M - Security - Cctv	1,510.00	990.00	0.00
R & M - Tree Lopping/Removal	0.00	0.00	1,500.00
R & M - Tv Systems	0.00	500.00	213.64
R & M - Windows	0.00	500.00	0.00
R & M - Waterproofing	0.00	1,500.00	2,870.00
Registration Cost - Bylaws	(34.55)	500.00	0.00
Search Fees	31.00	30.00	31.00
Section 184 Certificates	0.00	0.00	218.00
Strata Hub Nsw Gov Initial Fee	353.18	0.00	0.00
Trades Monitor	96.36	98.00	96.45
Utility - Electricity	3,189.53	6,000.00	4,610.98
Utility - Water & Sewerage	12,759.14	14,000.00	11,565.16
<b>TOTAL EXPENDITURE</b>	<b>149,092.57</b>	<b>131,730.53</b>	<b>148,615.44</b>
<b>SURPLUS (DEFICIT)</b>	<b>\$ (1,870.99)</b>	<b>\$ 3,269.47</b>	<b>\$ 4,142.55</b>
Opening Balance	30,614.12	30,614.12	26,471.57
<b>ADMINISTRATIVE FUND BALANCE</b>	<b>\$ 28,743.13</b>	<b>\$ 33,883.59</b>	<b>\$ 30,614.12</b>

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These financial statements are to be read in conjunction with the audit report dated 15/06/2023.

## Strata Plan No. 69476

110 Wellington Street Waterloo NSW 2017

### STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 JUNE 2022 TO 31 MAY 2023

	ACTUAL 01/06/22-31/05/23	BUDGET 01/06/22-31/05/23	ACTUAL 01/06/21-31/05/22
<b><u>CAPITAL WORKS FUND</u></b>			
<b><u>INCOME</u></b>			
Capital Works Levy Income	62,999.95	63,000.00	63,000.10
Interest On Investments	2,388.23	0.00	475.41
<b>TOTAL INCOME</b>	<b>65,388.18</b>	<b>63,000.00</b>	<b>63,475.51</b>
<b><u>EXPENDITURE - CAPITAL WORKS</u></b>			
Carpets & Stairs Nosing	14,990.00	16,500.00	14,990.00
Doors & Windows	1,047.82	0.00	0.00
Fencing	18,136.35	20,000.00	0.00
Fire Protection	4,455.00	0.00	0.00
Garage Doors	5,054.00	0.00	0.00
Hot Water System	0.00	0.00	7,930.00
Income Tax	77.30	0.00	0.00
Landscaping	0.00	0.00	5,110.00
Painting & Surface Finishes	2,675.38	0.00	25,950.00
Payg Instalments	0.00	0.00	359.72
Plumbing & Drainage	7,750.00	0.00	0.00
Pumps & Storm Water	350.00	0.00	0.00
Remedial - Building Works	10,001.82	0.00	0.00
Roof	4,710.00	0.00	2,500.00
Sinking Fund Report	1,161.82	0.00	0.00
Security Systems	2,361.00	0.00	0.00
<b>TOTAL EXPENDITURE</b>	<b>72,770.49</b>	<b>36,500.00</b>	<b>56,839.72</b>
<b><u>SURPLUS (DEFICIT)</u></b>	<b>\$ (7,382.31)</b>	<b>\$ 26,500.00</b>	<b>\$ 6,635.79</b>
Opening Balance	212,456.54	212,456.54	205,820.75
<b><u>CAPITAL WORKS FUND BALANCE</u></b>	<b>\$ 205,074.23</b>	<b>\$ 238,956.54</b>	<b>\$ 212,456.54</b>



These financial statements are to be read in conjunction with the audit report dated 15/06/2023.

**STRATA PLAN NO. 69476**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**FOR THE YEAR ENDED 31/05/2023**

**Note 1: Statement of Significant Accounting Policies**

This financial report is prepared for distribution to the Owners for the purpose of fulfilling the Owner's Corporation's financial reporting responsibilities under Sections 92 and 93 of the Strata Schemes Management Act 2015. The Owners Corporation has prepared the financial report on the basis that the plan is a non-reporting entity because there are no users dependent on general purpose financial statements.

The financial report is prepared on an accruals basis and is based on historic costs and does not take into account changing money values or, except where specifically stated, current valuations of non-current assets.

The following specific accounting policies, which are consistent with the previous period unless stated, have been adopted in the preparation of this financial report:

**(a) Accounting for Income and Expenditure**

The accrual basis of accounting is applied to all levies due and payable, and interest on arrears. All other income and all expenditure is accounted for on an accrual basis where appropriate, except where otherwise stated.

**(b) Levies in Advance/Arrears**

The item shown as Levies in Advance/Arrears in the Levy Position represents the total levies in advance or arrears as at the date of the Levy Position.

**(c) Income Tax**

Income tax reflected in the financial report represents tax paid/payable by the Owners Corporation on the taxable income as determined in accordance with the Income Tax Assessment Act 1997. Income tax reported does not reflect any tax amounts that may be payable by individual owners in respect of assessable income received from the rental or use of Common Property for which owners should seek independent tax advice with reference to Tax Ruling IT2505.

**(d) Creditors**

The amount, if any, shown in the financial report under "Creditors" represents known and allocated expenses brought to account in the Statement of Financial Performance, but not paid at balance date.

  
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These financial statements are to be read in conjunction with the audit report dated 15/06/2023.

## Building Details & Report Inputs Supplied information

Building Name	Elise Apartments
Building Address	110 Wellington Street Waterloo NSW 2017
Strata Plan No.	69476
Plan Type	Strata Plan
Registered Plan Date/Year of Construction	Reg. 2002
Number of Unit Entitlements	10000
Number of Units	58
Estimated Capital Works Fund Balance	\$212,457
Starting date of Financial Year for Report	1/06/2022
GST Status	Registered for GST
Current Capital Works Fund Levy per Lot Entitlement (Inc. GST)	\$6.30

## Report assumptions & information

Assumed Interest Rate on invested funds (For funds over \$10,000) Years 1 - 3	1.70%
Assumed Interest Rate on invested funds (For funds over \$10,000) Years 4 - 15	3.00%
Company Taxation Rate	25.00%
Interest on Invested Funds – Based on Assumed Interest Rate minus Company Taxation Rate. Calculated only on Capital Works Fund balances over \$10,000 - Years 1 - 3	1.28%
Interest on Invested Funds – Based on Assumed Interest Rate minus Company Taxation Rate. Calculated only on Capital Works Fund balances over \$10,000 - Years 4 - 15	2.25%
Contingency Allowance - For minor and/or unforeseen expenses	8%
Assumed Rate of Inflation for Building Maintenance Costs - Based on average annual building cost increase over the past five years.	3.00%
Forecast Period - Number of years the forecasts	15 years

## 15 Year Levy Table

Year	Year To dd/mm/yyyy	Total Contribution		Contribution per Unit Entitlement		Quarterly Contribution	
		Including GST	GST Component	Including GST	GST Component	Including GST	GST Component
1	31/05/2023	63,000.00	5,727.27	6.30	0.57	1.58	0.14
2	31/05/2024	64,890.00	5,899.09	6.49	0.59	1.62	0.15
3	31/05/2025	66,836.70	6,076.06	6.68	0.61	1.67	0.15
4	31/05/2026	68,841.81	6,258.35	6.88	0.63	1.72	0.16
5	31/05/2027	70,907.06	6,446.10	7.09	0.64	1.77	0.16
6	31/05/2028	73,034.27	6,639.48	7.30	0.66	1.83	0.17
7	31/05/2029	75,225.29	6,838.66	7.52	0.68	1.88	0.17
8	31/05/2030	77,482.05	7,043.82	7.75	0.70	1.94	0.18
9	31/05/2031	79,806.52	7,255.14	7.98	0.73	2.00	0.18
10	31/05/2032	82,200.71	7,472.79	8.22	0.75	2.06	0.19
11	31/05/2033	84,666.74	7,696.98	8.47	0.77	2.12	0.19
12	31/05/2034	87,206.74	7,927.89	8.72	0.79	2.18	0.20
13	31/05/2035	89,822.94	8,165.72	8.98	0.82	2.25	0.20
14	31/05/2036	92,517.63	8,410.69	9.25	0.84	2.31	0.21
15	31/05/2037	95,293.17	8,663.02	9.53	0.87	2.38	0.22

**NEW SOUTH WALES**  
Level 5, 115 Pitt St Sydney 2000  
PO Box A72 Sydney South NSW 1235

**QUEENSLAND**  
9 Gardner Close, Milton 4064  
PO Box 1584 Milton 4064

**VICTORIA**  
Level 1, 1 Queens Rd Melbourne 3004  
GPO Box 3025 Melbourne 3001



## Strata Plan No. 69476

110 Wellington Street Waterloo NSW 2017

### PROPOSED ANNUAL BUDGET

	BUDGET 01/06/22-31/05/23	BUDGET 01/06/23-31/05/24
<b><u>ADMINISTRATIVE FUND</u></b>		
<b><u>INCOME</u></b>		
Admin Levy Income	135,000.00	149,000.00
<b><u>TOTAL INCOME</u></b>	<b>135,000.00</b>	<b>149,000.00</b>
<b><u>EXPENDITURE - ADMIN. FUND</u></b>		
Accountancy Fees	1,100.00	1,110.00
Audit Fees	0.00	850.00
Insurance Premiums	25,000.00	36,000.00
Ins Premium Stamp Duty	2,100.00	3,200.00
Storage Fees - Archive	80.00	80.00
Management Fees	14,489.53	12,200.00
Management Fees - Schedule B	4,000.00	4,000.00
Management Disbursements	4,000.00	8,000.00
R & M - Ceiling	1,500.00	0.00
R & M - Cleaning	13,000.00	13,000.00
R & M - Cleaning-Carpet	0.00	1,200.00
R & M - Cleaning-Press Clean	1,100.00	1,800.00
R & M - Cleaning-Windows/Glass	2,000.00	2,000.00
R & M - Doors & Windows	1,800.00	1,800.00
R & M - Electrical	2,500.00	3,000.00
R & M - Exhaust/Ventilatn Sys	500.00	950.00
R & M - Fire Protection	10,000.00	15,000.00
R & M - Garage Doors	1,500.00	1,500.00
R & M - Gates	1,000.00	0.00
R & M - General Repairs	1,000.00	2,000.00
R & M - Gutters & Downpipes	2,200.00	2,200.00
R & M - Hot Water Systems	1,500.00	1,000.00
R & M - Intercom	1,000.00	1,000.00
R & M - Lawns & Gardens	6,000.00	8,000.00
R & M - Locks Keys & Card Keys	1,500.00	1,000.00
R & M - Painting	2,943.00	0.00
R & M - Pest/Vermin Control	1,000.00	1,200.00
R & M - Plumbing & Drainage	3,000.00	4,000.00
R & M - Pumps	800.00	800.00
R & M - Roof	500.00	1,000.00
R & M - Security-Access Contrl	500.00	500.00

## Strata Plan No. 69476

110 Wellington Street Waterloo NSW 2017

### PROPOSED ANNUAL BUDGET

	<b>BUDGET</b>	<b>BUDGET</b>
	<b>01/06/22-31/05/23</b>	<b>01/06/23-31/05/24</b>
R & M - Security - Cctv	990.00	1,500.00
R & M - Tv Systems	500.00	500.00
R & M - Windows	500.00	0.00
R & M - Waterproofing	1,500.00	0.00
Registration Cost - Bylaws	500.00	0.00
Search Fees	30.00	0.00
Trades Monitor	98.00	100.00
Utility - Electricity	6,000.00	4,000.00
Utility - Water & Sewerage	14,000.00	14,500.00
<b><u>TOTAL EXPENDITURE</u></b>	<b>131,730.53</b>	<b>148,990.00</b>
<b><u>SURPLUS (DEFICIT)</u></b>	<b>\$ 3,269.47</b>	<b>\$ 10.00</b>
Opening Balance	30,614.12	28,743.13
<b><u>ADMINISTRATIVE FUND BALANCE</u></b>	<b>\$ 33,883.59</b>	<b>\$ 28,753.13</b>
NUMBER OF UNITS OF ENTITLEMENT:	10,000	10,000
AMOUNT PER UNIT OF ENTITLEMENT:	\$ 13.500000	\$ 14.900000

## Strata Plan No. 69476

110 Wellington Street Waterloo NSW 2017

### PROPOSED ANNUAL BUDGET

	<b>BUDGET</b>	<b>BUDGET</b>
	<b>01/06/22-31/05/23</b>	<b>01/06/23-31/05/24</b>
<b><u>CAPITAL WORKS FUND</u></b>		
<b><u>INCOME</u></b>		
Capital Works Levy Income	63,000.00	58,991.00
<b><u>TOTAL INCOME</u></b>	<b>63,000.00</b>	<b>58,991.00</b>
<b><u>EXPENDITURE - CAPITAL WORKS</u></b>		
Carpets & Stairs Nosing	16,500.00	0.00
Fencing	20,000.00	0.00
Remedial - Building Works	0.00	15,000.00
<b><u>TOTAL EXPENDITURE</u></b>	<b>36,500.00</b>	<b>15,000.00</b>
<b><u>SURPLUS (DEFICIT)</u></b>	<b>\$ 26,500.00</b>	<b>\$ 43,991.00</b>
Opening Balance	212,456.54	205,074.23
<b><u>CAPITAL WORKS FUND BALANCE</u></b>	<b>\$ 238,956.54</b>	<b>\$ 249,065.23</b>
NUMBER OF UNITS OF ENTITLEMENT:	10,000	10,000
AMOUNT PER UNIT OF ENTITLEMENT:	\$ 6.3000000	\$ 5.8991000

## Strata Plan No. 69476

### LOT BUDGET SUMMARY

31/05/2024

If the foregoing budget is adopted levies (including GST) for the specified period payable quarterly will be as follows:

Lot No	Unit No	Entitlement	Admin Fund			Capital Works Fund			Net Total
			Gross	Discount	Net	Gross	Discount	Net	
1	1	154	631.02	0.00	631.02	249.83	0.00	249.83	880.85
2	2	154	631.02	0.00	631.02	249.83	0.00	249.83	880.85
3	3	141	577.75	0.00	577.75	228.74	0.00	228.74	806.49
4	4	141	577.75	0.00	577.75	228.74	0.00	228.74	806.49
5	5	141	577.75	0.00	577.75	228.74	0.00	228.74	806.49
6	6	141	577.75	0.00	577.75	228.74	0.00	228.74	806.49
7	7	194	794.92	0.00	794.92	314.72	0.00	314.72	1,109.64
8	8	194	794.92	0.00	794.92	314.72	0.00	314.72	1,109.64
9	9	196	803.11	0.00	803.11	317.96	0.00	317.96	1,121.07
10	10	196	803.11	0.00	803.11	317.96	0.00	317.96	1,121.07
11	11	196	803.11	0.00	803.11	317.96	0.00	317.96	1,121.07
12	12	196	803.11	0.00	803.11	317.96	0.00	317.96	1,121.07
13	13	160	655.60	0.00	655.60	259.56	0.00	259.56	915.16
14	14	147	602.33	0.00	602.33	238.47	0.00	238.47	840.80
15	15	202	827.70	0.00	827.70	327.70	0.00	327.70	1,155.40
16	16	202	827.70	0.00	827.70	327.70	0.00	327.70	1,155.40
17	17	202	827.70	0.00	827.70	327.70	0.00	327.70	1,155.40
18	18	202	827.70	0.00	827.70	327.70	0.00	327.70	1,155.40
19	19	202	827.70	0.00	827.70	327.70	0.00	327.70	1,155.40
20	20	202	827.70	0.00	827.70	327.70	0.00	327.70	1,155.40
21	21	199	815.40	0.00	815.40	322.83	0.00	322.83	1,138.23
22	22	199	815.40	0.00	815.40	322.83	0.00	322.83	1,138.23
23	23	157	643.31	0.00	643.31	254.69	0.00	254.69	898.00
24	24	157	643.31	0.00	643.31	254.69	0.00	254.69	898.00
25	25	144	590.04	0.00	590.04	233.60	0.00	233.60	823.64
26	26	157	643.31	0.00	643.31	254.69	0.00	254.69	898.00
27	27	196	803.11	0.00	803.11	317.96	0.00	317.96	1,121.07
28	28	196	803.11	0.00	803.11	317.96	0.00	317.96	1,121.07
29	29	144	590.04	0.00	590.04	233.60	0.00	233.60	823.64
30	30	157	643.31	0.00	643.31	254.69	0.00	254.69	898.00
31	31	199	815.40	0.00	815.40	322.83	0.00	322.83	1,138.23
32	32	199	815.40	0.00	815.40	322.83	0.00	322.83	1,138.23
33	33	160	655.60	0.00	655.60	259.56	0.00	259.56	915.16
34	34	160	655.60	0.00	655.60	259.56	0.00	259.56	915.16
35	35	141	577.75	0.00	577.75	228.74	0.00	228.74	806.49
36	36	141	577.75	0.00	577.75	228.74	0.00	228.74	806.49
37	37	141	577.75	0.00	577.75	228.74	0.00	228.74	806.49
38	38	141	577.75	0.00	577.75	228.74	0.00	228.74	806.49
39	39	141	577.75	0.00	577.75	228.74	0.00	228.74	806.49
40	40	141	577.75	0.00	577.75	228.74	0.00	228.74	806.49
41	41	141	577.75	0.00	577.75	228.74	0.00	228.74	806.49
42	42	141	577.75	0.00	577.75	228.74	0.00	228.74	806.49
43	43	196	803.11	0.00	803.11	317.96	0.00	317.96	1,121.07
44	44	196	803.11	0.00	803.11	317.96	0.00	317.96	1,121.07
45	45	196	803.11	0.00	803.11	317.96	0.00	317.96	1,121.07
46	46	196	803.11	0.00	803.11	317.96	0.00	317.96	1,121.07
47	47	147	602.33	0.00	602.33	238.47	0.00	238.47	840.80
<b>Totals:</b>			<b>\$32,968.56</b>	<b>\$0.00</b>	<b>\$32,968.56</b>	<b>\$13,052.68</b>	<b>\$0.00</b>	<b>\$13,052.68</b>	<b>\$46,021.24</b>

## Strata Plan No. 69476

### LOT BUDGET SUMMARY

31/05/2024

If the foregoing budget is adopted levies (including GST) for the specified period payable quarterly will be as follows:

Lot No	Unit No	Entitlement	Admin Fund			Capital Works Fund			Net Total
			Gross	Discount	Net	Gross	Discount	Net	
48	48	147	602.33	0.00	602.33	238.47	0.00	238.47	840.80
49	49	147	602.33	0.00	602.33	238.47	0.00	238.47	840.80
50	50	160	655.60	0.00	655.60	259.56	0.00	259.56	915.16
51	51	202	827.70	0.00	827.70	327.70	0.00	327.70	1,155.40
52	52	202	827.70	0.00	827.70	327.70	0.00	327.70	1,155.40
53	53	202	827.70	0.00	827.70	327.70	0.00	327.70	1,155.40
54	54	202	827.70	0.00	827.70	327.70	0.00	327.70	1,155.40
55	55	199	815.40	0.00	815.40	322.83	0.00	322.83	1,138.23
56	56	199	815.40	0.00	815.40	322.83	0.00	322.83	1,138.23
57	57	147	602.33	0.00	602.33	238.47	0.00	238.47	840.80
58	58	147	602.33	0.00	602.33	238.47	0.00	238.47	840.80
<b>Total</b>			<b>\$40,975.08</b>	<b>\$0.00</b>	<b>\$40,975.08</b>	<b>\$16,222.58</b>	<b>\$0.00</b>	<b>\$16,222.58</b>	<b>\$57,197.66</b>

## Strata Plan No. 69476

110 Wellington Street  
Waterloo NSW 2017

### LOT BALANCE REPORT

31 May 2023

<u>Lot No</u>	<u>Unit No</u>	<u>Admin Fund</u>	<u>Capital Works Fund</u>	<u>Other</u>	<u>Total</u>
2	2	-2.64	0.00	0.00	-2.64
3	3	1,432.23	725.73	29.93	2,187.89
7	7	-1,565.61	0.00	0.00	-1,565.61
13	13	574.69	274.51	1,081.06	1,930.26
15	15	725.54	346.57	9.11	1,081.22
21	21	-3.48	0.00	0.00	-3.48
25	25	1,528.97	741.18	167.71	2,437.86
28	28	-386.02	0.00	0.00	-386.02
33	33	574.69	274.51	7.21	856.41
38	38	-943.24	0.00	0.00	-943.24
39	39	0.00	68.04	0.58	68.62
42	42	2,068.89	977.12	270.25	3,316.26
52	52	-5.19	0.00	0.00	-5.19
56	56	-0.29	0.00	0.00	-0.29
<b>Total</b>		<b>\$3,998.54</b>	<b>\$3,407.66</b>	<b>\$1,565.85</b>	<b>\$8,972.05</b>

## Strata Plan No. 69476

### STATEMENT OF KEY FINANCIAL INFORMATION

For period 1 June 2022 to 31 May 2023

#### **Admin Fund**

Balance carried forward	30,614.12
Total income received	147,221.58
Total interest earned	0.00
Total contributions paid	155,725.08
Total unpaid contributions payable	6,905.01
Total expenditure for maintenance	88,651.69
Total expenditure for administration costs	60,056.70
Balance at end of reporting period	28,743.13

Principal items of expenditure proposed for next reporting period

#### Administration

Insurance Premiums	36,000.00
Management Fees	12,200.00
Management Disbursements	8,000.00
Management Fees - Schedule B	4,000.00
Ins Premium Stamp Duty	3,200.00
Accountancy Fees	1,110.00
Audit Fees	850.00
Storage Fees - Archive	80.00
Total of proposed administration expenditure	<u>65,440.00</u>

#### Maintenance

R & M - Fire Protection	15,000.00
Utility - Water & Sewerage	14,500.00
R & M - Cleaning	13,000.00
R & M - Lawns & Gardens	8,000.00
R & M - Plumbing & Drainage	4,000.00
Utility - Electricity	4,000.00
R & M - Electrical	3,000.00
R & M - Gutters & Downpipes	2,200.00
R & M - Cleaning-Windows/Glass	2,000.00
R & M - General Repairs	2,000.00
R & M - Cleaning-Press Clean	1,800.00
R & M - Doors & Windows	1,800.00
R & M - Garage Doors	1,500.00
R & M - Security - Cctv	1,500.00
R & M - Cleaning-Carpet	1,200.00
R & M - Pest/Vermin Control	1,200.00
R & M - Hot Water Systems	1,000.00
R & M - Intercom	1,000.00
R & M - Locks Keys & Card Keys	1,000.00

## Strata Plan No. 69476

### STATEMENT OF KEY FINANCIAL INFORMATION

For period 1 June 2022 to 31 May 2023

#### Admin Fund

R & M - Roof	1,000.00
R & M - Exhaust/Ventilatr Sys	950.00
R & M - Pumps	800.00
R & M - Security-Access Contrl	500.00
R & M - Tv Systems	500.00
Trades Monitor	100.00
Total of proposed maintenance expenditure	<u>83,550.00</u>
Total of proposed expenditure	<u>148,990.00</u>

#### Capital Works Fund

Balance carried forward	212,456.54
Total income received	65,388.18
Total interest earned	2,388.23
Total contributions paid	67,240.43
Total unpaid contributions payable	3,407.66
Total expenditure for maintenance	72,693.19
Total expenditure for administration costs	77.30
Balance at end of reporting period	205,074.23

Principal items of expenditure proposed for next reporting period

Maintenance

Remedial - Building Works	<u>15,000.00</u>
Total of proposed maintenance expenditure	<u>15,000.00</u>
Total of proposed expenditure	<u>15,000.00</u>



GK Strata Management Pty Ltd  
Locked Bag 22  
Haymarket NSW 1238  
Attention: The Owner - Strata Plan  
69476 C/O

**Quotation and specification for**  
110 Wellington Street, WATERLOO  
Strata Plan: 69476/Quote Request 00164908

## ABOUT US

We're a trusted award-winning company specialising in Government | Strata | Painting | Waterproofing | Tiling | Concrete Spalling and Remedial works

Our projects are large and varied, which means we've developed robust processes over our many years in business.

***"Improving Business, enhancing properties and making life easier for our clients and employees"*** *Shane Furnell - Director*

Our estimator has assessed your property thoroughly and chosen the most cost-effective options to run in line with the quote request we received from you.

We've also tried to make our quote easy to follow. However, we're aware that what's obvious to us may not be obvious to you. If we've missed anything, please let us know straight away and we'll be right onto it.

To ensure that we deliver a quality job, we insist on above industry standard preparation of surfaces.

If you'd like to make any changes, or you have any questions about this proposal, please don't hesitate to call me on 1300 300 674.

Estimator  
michael@easytrades.com.au  
Michael Zacka

**Quote 1: Install Leda bike racks x16 in place of storage boxes**

As per site contact, remove all rubbish from storage bins. Dispose of storage bins and install back-to-back bike racks in their place

Establish safe access

Remove and dispose of contents inside the storage boxes

Remove and dispose of storage boxes

Supply 16x Leda Compact bike racks

Install 16x bike racks back to back in place of storage bins

Clean site and leave tidy for handover

**Exclusions**

Anything not listed in quote above

**Notes**

If rubbish exceeds 4 ton, a variation may be added on approval

For any adjustments to the quoted list of items, please contact our office at your convenience

Quote is valid for 90 days

---

**Total inc GST** \$15,980.00



“

... easyTrades did an excellent job. The cost of the painting was very competitive and the standard of painting excellent. All painters on the job were extremely professional, helpful and took pride in their work. easyTrades mapped out the job logically, they kept communicating at all times and ensured that everything went extremely smoothly... Shane and team are easy to deal with and gave 100%, they took great pride in their work.” ~ **Chad Jarolimek**

**easyTrades**  
**Australia Pty Ltd**

- **Trusted preservation specialists**
- **Painting**
- **Waterproofing | Tiling**
- **Concrete spalling remediation**
- **Remedial repairs | Concreting**

## ABOUT US

We provide support to the strata, commercial and government sectors with superior service, products, trade services and advice that will preserve, maintain and enhance properties at the best possible price.

We're a trusted award-winning **ISO ACCREDITED** company specialising in strata painting, waterproofing, tiling, remedial and structural repair works – and our aim is to make life easier for you.

Our projects are large and varied, which means we've developed robust processes over our many years in business.

For you, this means you'll be able to see that we comply with all safety standards, our quoting is transparent and we hold all relevant insurances (including Workers' Compensation, Public Liability and Home Warranty Insurance).

### **NSWICC APIC PARTNER**

The NSW Indigenous Chamber of Commerce (NSWICC) is the peak body for Aboriginal Business in NSW.

easyTrades a proud partner, building a strong NSW economy.



## HOW WE WORK

### Certified building practitioners

Specialists in waterproofing and structural works regulated under DBP ACT

12 office staff and over 50 Trades ready to help with all your painting and remedial needs. Through extensive training, process inductions and employment procedures, we only engage and retain the best.

#### **1. Approvals and contract**

If you approve this quote as is, then we proceed to issue a contract and confirm insurances. If you ask for further information or different specifications, then we'll meet, talk through your needs and revise the quote if necessary.

#### **2. Quote approved and contract signed**

Both parties need to agree to and sign the contract before we can start your project.

#### **3. Insurances**

We'll give you copies of our insurances and work method statements.

#### **4. Inspection and dilapidation report**

We complete a dilapidation report before commencement that includes photos of any damage to property prior to commencement, plus any other information we feel should be on record. This will only be sent to owners on request

#### **5. Start date`**

Once we both have signed contracts, we liaise with you to choose a start date. We'll issue hard copies of start date notification letters to all residents two weeks before the proposed start date.

#### **6. Paint/tile colour and quality**

We offer you paint samples, information and, if you need it, a complimentary session with one of our

colour consultants. Once you've made your decision, we'll show you the colours at the site, then confirm by email all your colours and paint materials.

#### **7. Last-minute additions or deletions or further information: variations**

This is when we can answer any other questions you may have regarding the project.

At this point, any major changes will be deemed a variation and will incur further costs.

#### **8. Site setup in advance of project start**

We set up the site for safety, with adequate space for storage of products, equipment and cleaning supplies. We'll discuss with you beforehand what we need you to provide (and by when).

#### **9. Regular site meetings**

Our project manager can meet with committee members at the site every 3-5 days.

#### **10. Invoicing**

We invoice as per our contract and Terms and Conditions.

#### **11. Completion**

We won't leave your site until you're completely satisfied with our work. Generally, we meet with the strata committee to confirm we've completed everything in the contract and you're happy with what we've achieved. Only when we know you're completely delighted do we issue your final invoice.



## WHAT THIS QUOTE COVERS

- All components as per Table 1
- All labour and material costs as per Table 1
- Preparation of surfaces prior to works (See Table 2 if applicable)
- Project manager

## WHAT THIS QUOTE DOESN'T COVER

While we can effect running repairs to ensure we deliver a quality job, we aren't able to undertake some jobs that include (but are not limited to) the following, especially if we haven't be made aware of these at quoting stage.

- Tree lopping
- Freeing non-opening windows
- Sash cord replacement
- Timber replacement
- Major putty replacement
- Planing of doors and windows before painting

**If you'd like us to arrange extra tradesmen, we can do this, but at an additional cost to you. Please advise us as soon as possible of any repairs needed as 99% of these jobs cannot be picked up at quoting stage.**

## INVOICING

So you can manage your finances in line with your levy cycles, please advise if you need a preliminary breakdown of how we'll invoice you before the project commences.



# SAVE THOUSANDS BY STARTING NOW

Did you realise that delaying your project until next year could cost you tens of thousands of dollars?

As well, it's getting harder to secure quality tradesmen – and labour costs continue to rise as good tradesmen become scarcer.

## **How we can help you get started sooner.**

Have you thought about a strata loan? This is an obligation-free, unsecured loan that is incorporated into your quarterly levies.

You can apply for loans from \$20,000 up to \$2,000,000.

## **Don't know where to start?**

Give us a call on 1300 300 674 and we can get the ball rolling with the paperwork at our end.

# THANK YOU

## **We appreciate the opportunity to submit this proposal.**

If you'd like to make any changes, or you have any questions about this proposal, please don't hesitate to call me on 1300 300 674. We're aware that this is a significant investment for you so we'd like to meet with the Strata committee and any owners who may choose to attend. That way, we can go through all your questions and address any concerns you might have.

We're happy to fit in with your availability – after hours as well as during normal working hours. To arrange a meeting, please contact me with a few suitable dates and times and I'll arrange the rest.

Remember, I'm just an email or a phone call away. If you need to discuss anything, please email me at [reception@easytrades.com.au](mailto:reception@easytrades.com.au) or call me on 1300 300 674.



# APPENDIX 1

## TERMS, CONDITIONS AND WARRANTIES

We will work closely with you and all parties to guarantee a successful outcome. If you have any questions relating to the terms and conditions, a question about a project being undertaken or about to begin, an unresolved dispute or you have a problem with our on-site staff or management, please talk to one of our helpful office staff on 1300 300 674 or call the Director, Shane Furnell, on 0419 423 031.

## EASY TRADES AUSTRALIA | TERMS AND CONDITIONS

- All prices on this quotation are based on work being carried out during normal working hours (Mon-Sat 7am-4.30pm) unless otherwise stated.
- For the purposes of estimating, our estimator did not dig, force or perform any invasive procedures. We cannot warrant that underlying surfaces do not have any faults that were not apparent from a visual inspection. Remediation of any faults not apparent at the time of inspection may constitute a variation and or warranties will be limited
- We did not undertake an inspection to discover asbestos. Should easyTrades find asbestos during the course of this project, we might need to have the property inspected and treated by a specialist in asbestos removal or sealing.
- For the safety of your family, tenants and our employees, please advise easyTrades if you are aware of asbestos used on your property.
- Only items specified in this quote are included. Any additional items that are requested whilst easyTrades are on site will constitute a variation. All variation acceptances need to be forwarded in writing or by way of official work order prior to the commencement of the additional work.
- Demolition of tiles and screed has been based on removing standard thickness of cement screeding at a depth of 30mm to 70mm. If the depth of screeding is greater than 70mm, a variation will be required to allow works to proceed. If we do not receive a work order within 48 hrs of request easyTrades will proceed and submit an invoice with proof of claim.
- Tile selection is the responsibility of the client. Once chosen an email must be sent to [projects@easytrades.com.au](mailto:projects@easytrades.com.au) including shop address, email, sales person name and tile code and colour and project address. If you wish easyTrades to source tiles and manage process this will be charged at a variation of \$110.00 per hour including sourcing tiles and site meetings. If we believe the tiles in question will not pass Australian standard's for slip resistance (R11 slip rating) we will reject your chosen tile and will request a new tile rated as (R11 slip rating)
- Removal of drummy cement render and damaged/rusted steel is based on visual inspection. Areas where more damage has been found due to access and demolition of quoted areas will be deemed a variation should you wish to proceed with extra works. If extra works are not approved these areas will be void of warranty
- Invoice(s) will be issued under the Building and Construction Industry Security of Payments Act 1999 NSW. Invoices are due 14 days from date of invoice unless otherwise specified. Failure to pay invoices on time will incur interest. Interest on overdue invoices accrues daily from the date when payment becomes due until the date of payment, at a rate of 10 calendar % per week.



# APPENDIX 1

- Major tree trimming and gardening is not included in this quote. Our tradesmen will do their best to avoid damaging planting but we cannot guarantee there will be no damage. Moving of excessive plants and furniture is not included in this quote. If items are not moved prior to easyTrades commencing work, preventing easyTrades from starting, additional charges will be incurred.
- Colours and tile selection selected for quoting purposes are to be similar to existing unless otherwise stipulated.
- Finish coats: easyTrades reserves the right to use Dulux or Taubman's premium quality paints unless otherwise stipulated. All materials, components and application methods shall comply with the standard that applies to the work carried out under this section.
- Your quote is based on two (2) finish coats unless stipulated. There are many colours that require three (3) or more coats and will not be suitable for this project due to costs, unless agreed upon before commencement. Colour or tile changes after commencement will incur additional charges.
- You will be expected to provide facilities and give access to all parts of the property where reasonably possible. To keep the costs down on your project we have based this quotation on gaining access to all components whilst the main project is being undertaken. If for any reason access has not been granted to balconies, doors, windows and/or interior of units when planned and booked in advance, extra charges will be incurred for the return of the tradesmen to complete your project.

## WARRANTIES

Our standard easyTrades warranty includes a five-year non-structural warranty and 6-year structural warranty from completion date.

Our warranty does not cover paint failure caused by any breakdown of coatings applied previously, water damage of any sort unless easyTrades waterproofed the area in conjunction with your painting quote, timber rot, cracking, settlement cracking, water stains, rust, chipping and damage caused by wear and tear.

This warranty does not include maintenance touch-ups due to damage and exterior clear coating work. Timber windows and doors will expand and contract due to humidity, moisture and thermal movement over time this is not classed as a warranty claim

## STANDARD PREPARATION AND VARIATIONS

The easyTrades scope of works includes standard preparation and re-painting unless differently stated in scope of works. Any additional works that may be required on doors and windows (for example, freeing non-opening windows, sash cord replacement, adjustments, timber replacement or major putty replacement) will be charged accordingly as a variation. These works require specialised carpenters and glaziers and are not part of a standard quote request. Please advise our estimator if you would like any of these repairs undertaken. At our discretion no claim, new or old, relating to window and door movement concerns may arise after we have completed your project.

**Questions, please get in touch with our helpful easyTrades office staff immediately on 1300 300 674 so we can address your issue before we complete your project.**



# APPENDIX 2

## COMPLIANCE AND INSURANCES

You can rest assured that you've done the right thing by your owners and tenants.

All easyTrades management and employees adhere to strict environmental, health and safety procedures.

### **Work Health and Safety Act 2011 and Workers Compensation Act amendments 2012**

EasyTrades management and employees undertake active risk procedures and daily assessment to ensure all safe work and quality control procedures are adhered to and established prior to any work commencing. All employees and management have completed an occupational health and safety course and have been inducted into our occupational health and safety polices. For each site, we conduct a risk analysis and then develop site-specific safety procedures.

### **Australian Standard AS/NZ 14001:2004. Environmental management**

Our systems ensure the mitigation or elimination of waste and damage to the environment. All employees are inducted to ensure they comply with legislative requirements.

### **Australian Standard AS/NZS ISO9001:2008. Quality management system.**

We provide a service with integrity and in accordance with principles of good practice, assuring quality always meets or exceeds legislative and industry standards. Our stringent quality assurance program is adhered to at all times. We will involve you right from the beginning, with check points from day one right through to completion.

[Copies of Risk analysis/Work Method Statements and Licences]

[Copy of current Workers' Compensation certificate]

[Copy of current Public Liability/Home Warranty Insurance certificate]

**~Available upon request**



## NEXT STEPS

Please read the terms and conditions at Appendix 1.

If you agree to these terms and our quote, please sign the acceptance below.

ACCEPTANCE OF QUOTE: The attached quotation is subject to the terms and conditions as laid out in Appendix 1.

We cannot issue a full contract or commence work until this agreement is signed, dated and returned by email to [projects@easytrades.com.au](mailto:projects@easytrades.com.au)

I accept the quote as detailed above. I acknowledge that I have read and understand all the terms and conditions detailed with this proposal.

.....  
Signature of authorised representative

For Strata Plan.....

Quote # .....

Site address:.....

Your name [Please PRINT] .....Sign.....

easyTrades Australia Pty Ltd

Call: 1300 300 674

E-mail: [reception@easytrades.com.au](mailto:reception@easytrades.com.au)

ABN 62 149 635 469 | LIC # 235 730C Page 68



# Capital Works Fund Plan Update

## Elise Apartments

110 Wellington Street

Waterloo NSW 2017

Strata Plan 69476



### Report details

Inspection date:	9/09/2022
Inspector:	Darren Hall

#### NEW SOUTH WALES

Level 5, 115 Pitt St Sydney 2000  
PO Box A72 Sydney South NSW 1235

#### QUEENSLAND

9 Gardner Close, Milton 4064  
PO Box 1584 Milton 4064

#### VICTORIA

Level 1, 1 Queens Rd Melbourne 3004  
GPO Box 3025 Melbourne 3001



15/09/2022

The Owners Corporation  
Elise Apartments  
110 Wellington Street  
Waterloo NSW 2017

Dear Committee Members,

**Thank you for appointing our company to conduct your Capital Works Fund Plan.**

Based on our survey of your property, we have determined that the Owners Corporation will need only to allow contributions to increase with inflation in order to cover its forecasted capital works fund expenses. We strongly recommend that the levies be set at the level recommended in this report.

This plan should be updated regularly to account for actual changes in construction and maintenance costs, unanticipated changes in the property's condition over time, changes in legal requirements, and any discrepancies between the forecast and actual capital works fund balances. Regular updates also create peace of mind and assist the Owners Corporation to manage the risk of litigation from individual owners (current and future) for breaches of its duty to maintain the common property by providing reasonable, up-to-date estimates of the cost of necessary maintenance work and repairs.

**Key Report Data Levies Summary – First Financial Year**

Levy Per Unit Entitlement (Total capital works fund levy divided by unit entitlements)	\$6.30
Total Unit Entitlements	10000
Total Capital Works Fund Levy	\$63,000.00

The data used to arrive at the above figures is in the attached report (which includes GST). It is designed for ease of reading. For your convenience here is your Report Index:

Report Index	Page No.
<b>Owners Report Summary</b>	<b>Section 1</b>
Building Details and Report Inputs Page	2
15 Year Cash Flow Tracking & Graph with New Levies	3
<b>Report Detail</b>	<b>Section 2</b>
15 Year Anticipated Expenditure Table	4
Building Data List from Property Inspection	6
Inspector's Building Report & Building Specific Report Notes	14
Report Notes	15

**All services provided by Solutions in Engineering are supplied on the basis of our 'Supply Terms and Conditions' which are available from our Office and from our website [www.solutionsinengineering.com](http://www.solutionsinengineering.com)**

If you have any questions regarding your report or need our specialised services in Professional Safety Reports, Insurance Valuations, Maintenance Reports, Asbestos Audits or Balustrade Testing call us on 1300 136 036 or email [enquiry@solutionsinengineering.com](mailto:enquiry@solutionsinengineering.com).

Yours sincerely,



The Team at Solutions in Engineering

## Building Details & Report Inputs

### Supplied information

Building Name	Elise Apartments
Building Address	110 Wellington Street Waterloo NSW 2017
Strata Plan No.	69476
Plan Type	Strata Plan
Registered Plan Date/Year of Construction	Reg. 2002
Number of Unit Entitlements	10000
Number of Units	58
Estimated Capital Works Fund Balance	\$212,457
Starting date of Financial Year for Report	1/06/2022
GST Status	Registered for GST
Current Capital Works Fund Levy per Lot Entitlement (Inc. GST)	\$6.30

### Report assumptions & information

Assumed Interest Rate on invested funds (For funds over \$10,000) Years 1 - 3	1.70%
Assumed Interest Rate on invested funds (For funds over \$10,000) Years 4 - 15	3.00%
Company Taxation Rate	25.00%
Interest on Invested Funds – Based on Assumed Interest Rate minus Company Taxation Rate. Calculated only on Capital Works Fund balances over \$10,000 - Years 1 - 3	1.28%
Interest on Invested Funds – Based on Assumed Interest Rate minus Company Taxation Rate. Calculated only on Capital Works Fund balances over \$10,000 - Years 4 - 15	2.25%
Contingency Allowance - For minor and/or unforeseen expenses	8%
Assumed Rate of Inflation for Building Maintenance Costs - Based on average annual building cost increase over the past five years.	3.00%
Forecast Period - Number of years the forecasts	15 years

### 15 Year Levy Table

Year	Year To	Total Contribution		Contribution per Unit Entitlement		Quarterly Contribution	
		Including GST	GST Component	Including GST	GST Component	Including GST	GST Component
1	31/05/2023	63,000.00	5,727.27	6.30	0.57	1.58	0.14
2	31/05/2024	64,890.00	5,899.09	6.49	0.59	1.62	0.15
3	31/05/2025	66,836.70	6,076.06	6.68	0.61	1.67	0.15
4	31/05/2026	68,841.81	6,258.35	6.88	0.63	1.72	0.16
5	31/05/2027	70,907.06	6,446.10	7.09	0.64	1.77	0.16
6	31/05/2028	73,034.27	6,639.48	7.30	0.66	1.83	0.17
7	31/05/2029	75,225.29	6,838.66	7.52	0.68	1.88	0.17
8	31/05/2030	77,482.05	7,043.82	7.75	0.70	1.94	0.18
9	31/05/2031	79,806.52	7,255.14	7.98	0.73	2.00	0.18
10	31/05/2032	82,200.71	7,472.79	8.22	0.75	2.06	0.19
11	31/05/2033	84,666.74	7,696.98	8.47	0.77	2.12	0.19
12	31/05/2034	87,206.74	7,927.89	8.72	0.79	2.18	0.20
13	31/05/2035	89,822.94	8,165.72	8.98	0.82	2.25	0.20
14	31/05/2036	92,517.63	8,410.69	9.25	0.84	2.31	0.21
15	31/05/2037	95,293.17	8,663.02	9.53	0.87	2.38	0.22

#### NEW SOUTH WALES

Level 5, 115 Pitt St Sydney 2000  
PO Box A72 Sydney South NSW 1235

#### QUEENSLAND

9 Gardner Close, Milton 4064  
PO Box 1584 Milton 4064

#### VICTORIA

Level 1, 1 Queens Rd Melbourne 3004  
GPO Box 3025 Melbourne 3001

### 15 Year Cash Flow Tracking Sheet

The table below shows the cash flow starting with the anticipated 'Opening Balance' at the start of the first financial year which you provided to us. We then add the 'Total Levy Contributions' for the year and any 'Interest' on balances greater than \$10,000. Any 'Anticipated Expenses' (including contingency allowance) are then allowed for leaving a 'Closing Balance' for the year which in turn becomes the 'Opening Balance' for the following year. In summary:

$$\text{Opening Balance} + \text{Total Levy Contributions} + \text{Interest} - \text{Anticipated Expenses} = \text{Closing Balance}$$

Year	Year To	Opening Balance	Total Levy Contributions (Exc. GST)	Interest (After Tax)	Anticipated Expenses (Exc. GST)	Closing Balance
1	31/05/2023	212,457.00	57,272.73	3,086.00	0.00	272,815.73
2	31/05/2024	272,815.73	58,990.91	2,341.43	238,773.64	95,374.43
3	31/05/2025	95,374.43	60,760.64	1,503.47	16,592.73	141,045.81
4	31/05/2026	141,045.81	62,583.46	3,137.29	65,804.55	140,962.01
5	31/05/2027	140,962.01	64,460.96	3,884.03	1,138.18	208,168.82
6	31/05/2028	208,168.82	66,394.79	5,181.06	22,193.64	257,551.03
7	31/05/2029	257,551.03	68,386.63	6,085.51	42,554.55	289,468.62
8	31/05/2030	289,468.62	70,438.23	6,824.81	42,725.45	324,006.21
9	31/05/2031	324,006.21	72,551.38	6,668.14	127,840.00	275,385.73
10	31/05/2032	275,385.73	74,727.92	3,284.78	333,519.09	19,879.34
11	31/05/2033	19,879.34	76,969.76	1,115.25	17,595.45	80,368.90
12	31/05/2034	80,368.90	79,278.85	2,601.02	8,814.55	153,434.22
13	31/05/2035	153,434.22	81,657.22	4,195.55	15,588.18	223,698.81
14	31/05/2036	223,698.81	84,106.94	5,219.21	67,574.55	245,450.41
15	31/05/2037	245,450.41	86,630.15	5,593.44	80,336.36	257,337.64

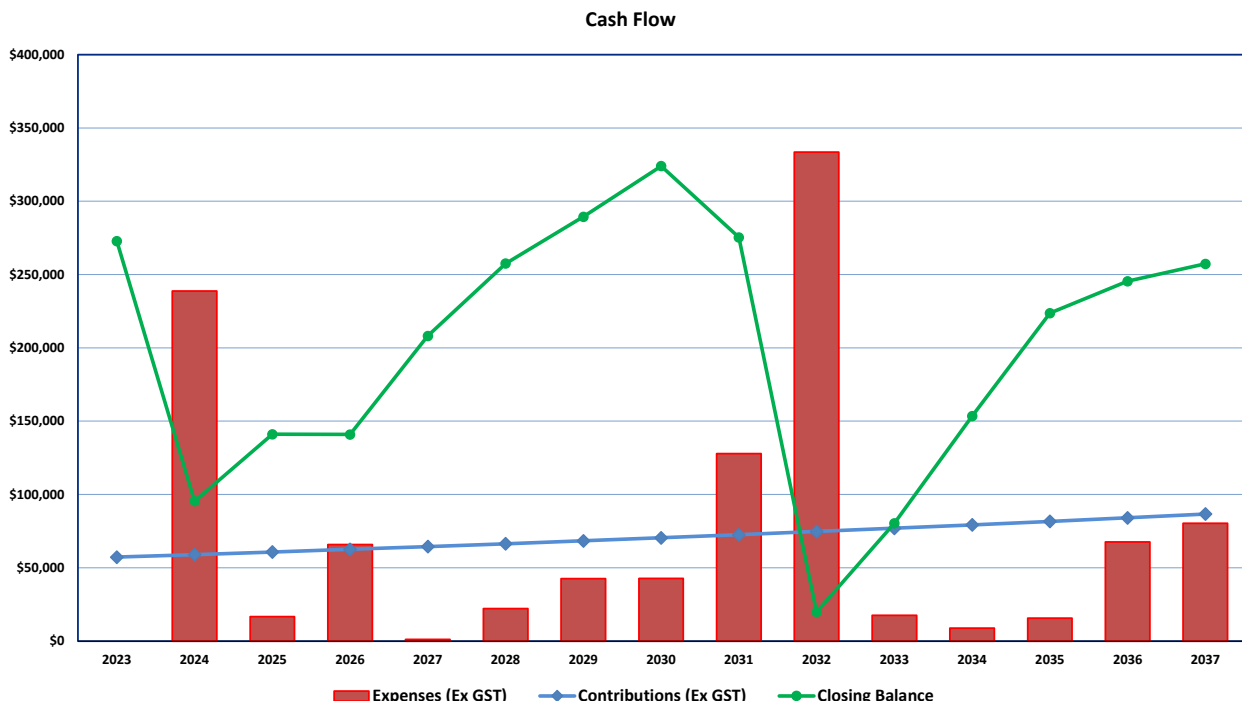
### 15 Year Cash Flow Graph

The graph below tracks the 'Contributions' (the amount collected in levies), the projected 'Closing balance' of the capital works fund and the likely 'Expenses' for each year of this plan. The three lines in the graph are:

Contributions line - Total capital works fund contributions per year.

Expenses line – Total anticipated expenses in each year.

Closing balance line – Shows the amount left in the fund bank account at the end of the year after all anticipated expenses have been allowed for.



## Anticipated Expenditures Table Year 1 - 15

This table shows when expenses will occur in the next 15 years. From left to right the columns are:-

**'Expenditure Items'** - lists the different areas and items of expenditure.

**'Current Cost'** - shows the current maintenance expenditure costs in today's dollars.

**'Year 1' to 'Year 15'** - shows the costs in the year in which they occur including the 'Assumed Rate of Inflation' compounded annually until the cost is due.

At the bottom on each column there are three lines. Firstly, a **'Grand Total (Inc. GST)'** followed by a line calculating the **'Contingency Allowance (Inc. GST)'** for unforeseen and minor expenses and finally **'Total Expenses (Inc. GST)'** for that year. Please note: This page rounds figures to the nearest whole dollar.

Expenditure Item	Current Cost	Year 1 (2023)	Year 2 (2024)	Year 3 (2025)	Year 4 (2026)	Year 5 (2027)	Year 6 (2028)	Year 7 (2029)	Year 8 (2030)	Year 9 (2031)	Year 10 (2032)	Year 11 (2033)	Year 12 (2034)	Year 13 (2035)	Year 14 (2036)	Year 15 (2037)
<b>1. BUILDING EXTERIOR</b>																
Repaint building exterior - blade walls / facades etc	137,315	-	141,434	-	-	-	-	-	-	-	179,165	-	-	-	-	-
Repaint eaves lining	3,123	-	3,217	-	-	-	-	-	-	-	4,075	-	-	-	-	-
Repaint balcony ceilings / undersides	15,763	-	16,236	-	-	-	-	-	-	-	20,567	-	-	-	-	-
Repair fascia guttering (Total:112lm) -10%	1,030	-	-	-	-	1,159	-	-	-	-	-	1,384	-	-	-	-
Maintain powdercoat balustrades (total: 318 lm) - 10%	3,716	-	-	-	-	-	4,308	-	-	-	-	-	-	-	5,457	-
Hire working at heights equipment	32,000	-	32,960	-	-	-	-	-	-	-	41,753	-	-	-	-	-
Repair windows / sliding doors	15,834	-	-	-	17,302	-	-	-	-	-	20,660	-	-	-	-	-
Repair windows exterior	3,600	-	-	-	3,934	-	-	-	-	-	4,697	-	-	-	-	-
Replace glazed doors	5,320	-	-	-	-	-	-	-	-	-	-	-	-	7,585	-	-
Repaint timber doors	1,111	-	1,144	-	-	-	-	-	-	-	1,450	-	-	-	-	-
Plumbing and drainage maintenance	8,083	-	-	-	8,833	-	-	-	-	10,239	-	-	-	-	11,870	-
General building maintenance	9,111	-	-	9,666	-	-	-	10,879	-	-	-	12,244	-	-	-	13,781
<b>Sub Total (Incl. GST)</b>		<b>0</b>	<b>194,991</b>	<b>9,666</b>	<b>30,069</b>	<b>1,159</b>	<b>4,308</b>	<b>10,879</b>	<b>0</b>	<b>10,239</b>	<b>272,367</b>	<b>13,628</b>	<b>0</b>	<b>7,585</b>	<b>17,327</b>	<b>13,781</b>
<b>2. ROOFING</b>																
Maintain metal roof (total:2414 m2) - 5%	14,640	-	-	-	15,998	-	-	-	-	18,546	-	-	-	-	21,499	-
Replace metal roof	424,019	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Repair box guttering (Total: 188lm) -10%	2,554	-	-	-	2,791	-	-	-	-	3,235	-	-	-	-	3,751	-
Repair metal capping (Total: 184lm) -10%	781	-	-	-	853	-	-	-	-	989	-	-	-	-	1,147	-
<b>Sub Total (Incl. GST)</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>19,642</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>22,770</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>26,397</b>	<b>0</b>
<b>3. STAIRWELLS</b>																
Repaint door face – one side including architraves	9,209	-	9,485	-	-	-	-	-	-	-	12,016	-	-	-	-	-
Repaint ceiling	10,140	-	10,444	-	-	-	-	-	-	-	13,230	-	-	-	-	-
Repaint wall	20,963	-	21,592	-	-	-	-	-	-	-	27,352	-	-	-	-	-
Repair tiled walkway (Total: 89 m2) -10%	1,821	-	-	-	1,990	-	-	-	-	2,307	-	-	-	-	2,674	-
Replace carpet	28,958	-	-	-	-	-	-	-	35,615	-	-	-	-	-	-	-
Repaint balustrades	1,177	-	1,212	-	-	-	-	-	-	-	1,536	-	-	-	-	-
<b>Sub Total (Incl. GST)</b>		<b>0</b>	<b>42,733</b>	<b>0</b>	<b>1,990</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>35,615</b>	<b>2,307</b>	<b>54,134</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,674</b>	<b>0</b>



Expenditure Item	Current Cost	Year 1 (2023)	Year 2 (2024)	Year 3 (2025)	Year 4 (2026)	Year 5 (2027)	Year 6 (2028)	Year 7 (2029)	Year 8 (2030)	Year 9 (2031)	Year 10 (2032)	Year 11 (2033)	Year 12 (2034)	Year 13 (2035)	Year 14 (2036)	Year 15 (2037)
<b>4. VEHICLE ACCESSWAYS</b>																
Repair concrete (Total: 1151m2) -2.5%	4,791	-	-	-	-	-	5,554	-	-	-	-	-	-	6,831	-	-
Repaint line marking	5,312	-	5,471	-	-	-	-	-	-	-	6,931	-	-	-	-	-
Maintain sliding fire door	6,855	-	-	-	-	-	-	8,185	-	-	-	-	-	-	-	-
Replace Carpark entry gate motor	2,590	-	-	2,748	-	-	-	3,093	-	-	-	3,481	-	-	-	3,918
Replace Carpark entry gate	4,835	-	-	-	-	-	-	-	-	6,125	-	-	-	-	-	-
Maintain Carpark entry gate	604	-	-	641	-	-	-	721	-	-	-	812	-	-	-	914
Replace exhaust / supply fan	1,606	-	-	-	-	-	1,862	-	-	-	-	-	-	-	-	-
Replace sump pump	2,825	-	-	-	-	-	-	-	-	3,579	-	-	-	-	-	-
Replace sump pump control panel	4,800	-	-	-	-	-	-	-	-	-	6,263	-	-	-	-	-
<b>Sub Total (Incl. GST)</b>		<b>0</b>	<b>5,471</b>	<b>3,389</b>	<b>0</b>	<b>0</b>	<b>7,416</b>	<b>11,999</b>	<b>0</b>	<b>9,704</b>	<b>13,194</b>	<b>4,293</b>	<b>0</b>	<b>6,831</b>	<b>0</b>	<b>4,832</b>
<b>5. EXTERNAL WALKWAYS</b>																
Replace paved walkway	39,190	-	-	-	-	-	-	-	-	-	-	-	-	-	-	59,278
Repair paved walkway (Total: 474m2) -10%	3,886	-	-	-	-	-	4,505	-	-	-	-	-	5,379	-	-	-
Replace planter box membrane waterproofing	50,625	-	-	-	-	-	-	-	-	64,130	-	-	-	-	-	-
<b>Sub Total (Incl. GST)</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4,505</b>	<b>0</b>	<b>0</b>	<b>64,130</b>	<b>0</b>	<b>0</b>	<b>5,379</b>	<b>0</b>	<b>0</b>	<b>59,278</b>
<b>6. FIXTURES AND FITTINGS</b>																
Intercoms - Entry system - Display and keyboard - Replace (Total:4)	5,400	-	-	-	-	-	-	-	6,641	-	-	-	-	-	-	-
Maintain security access system	14,022	-	-	-	15,322	-	-	-	-	17,763	-	-	-	-	20,592	-
Replace common lighting	1,250	-	-	-	-	-	1,449	-	-	-	-	-	-	-	1,836	-
Security surveillance - Cameras - Surveillance	15,000	-	-	-	-	-	-	17,911	-	-	-	-	-	-	-	-
<b>Sub Total (Incl. GST)</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>15,322</b>	<b>0</b>	<b>1,449</b>	<b>17,911</b>	<b>6,641</b>	<b>17,763</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>22,428</b>	<b>0</b>
<b>7. FIRE EQUIPMENT</b>																
Maintain fire equipment	2,600	-	-	2,758	-	-	3,014	-	-	3,294	-	-	3,599	-	-	3,933
<b>Sub Total (Incl. GST)</b>		<b>0</b>	<b>0</b>	<b>2,758</b>	<b>0</b>	<b>0</b>	<b>3,014</b>	<b>0</b>	<b>0</b>	<b>3,294</b>	<b>0</b>	<b>0</b>	<b>3,599</b>	<b>0</b>	<b>0</b>	<b>3,933</b>
<b>8. FENCING AND WALLS</b>																
Maintain/ repair boundary fence (50% shared cost) - Repair (total:136 lm) - 10%	2,139	-	-	-	-	-	-	2,554	-	-	-	-	-	-	-	-
Maintain/ repair metal security gates	1,650	-	-	-	-	-	1,913	-	-	-	-	-	-	-	-	-
Walls - Concrete - Repair (Total:46m2) -10%	1,025	-	-	1,087	-	-	-	-	1,261	-	-	-	1,461	-	-	-
<b>Sub Total (Incl. GST)</b>		<b>0</b>	<b>0</b>	<b>1,087</b>	<b>0</b>	<b>0</b>	<b>1,913</b>	<b>2,554</b>	<b>1,261</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,461</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Grand Total (Incl. GST)</b>		<b>0</b>	<b>243,195</b>	<b>16,900</b>	<b>67,023</b>	<b>1,159</b>	<b>22,605</b>	<b>43,343</b>	<b>43,517</b>	<b>130,207</b>	<b>339,695</b>	<b>17,921</b>	<b>8,978</b>	<b>15,877</b>	<b>68,826</b>	<b>81,824</b>
<b>Contingency Allowance (Incl. GST)</b>		<b>0</b>	<b>19,456</b>	<b>1,352</b>	<b>5,362</b>	<b>93</b>	<b>1,808</b>	<b>3,467</b>	<b>3,481</b>	<b>10,417</b>	<b>27,176</b>	<b>1,434</b>	<b>718</b>	<b>1,270</b>	<b>5,506</b>	<b>6,546</b>
<b>Grand Total Expenses (Incl. Contingency Allowance and GST)</b>		<b>0</b>	<b>262,651</b>	<b>18,252</b>	<b>72,385</b>	<b>1,252</b>	<b>24,413</b>	<b>46,810</b>	<b>46,998</b>	<b>140,624</b>	<b>366,871</b>	<b>19,355</b>	<b>9,696</b>	<b>17,147</b>	<b>74,332</b>	<b>88,370</b>

## Building Data List from the Property Inspection for Elise Apartments

This table has all the data collected by the building inspector while inspecting the complex. The columns from left to right are:-

'Items' – identifies and describes the maintenance item

'Qty' – lets you know the quantity of that item in scope

'Unit' – is the unit rate used to measure the quantity

'Rate' – is the cost of each unit in dollars

'Value' – is the quantity (Qty) multiplied by the Rate (\$)

'Next Due' - is the remaining life in years until an item needs money spent on it.

'Total Life' - is the total life the item after it is replaced, repaired or reed.

'Comments' – details any useful explanatory notes for the item.

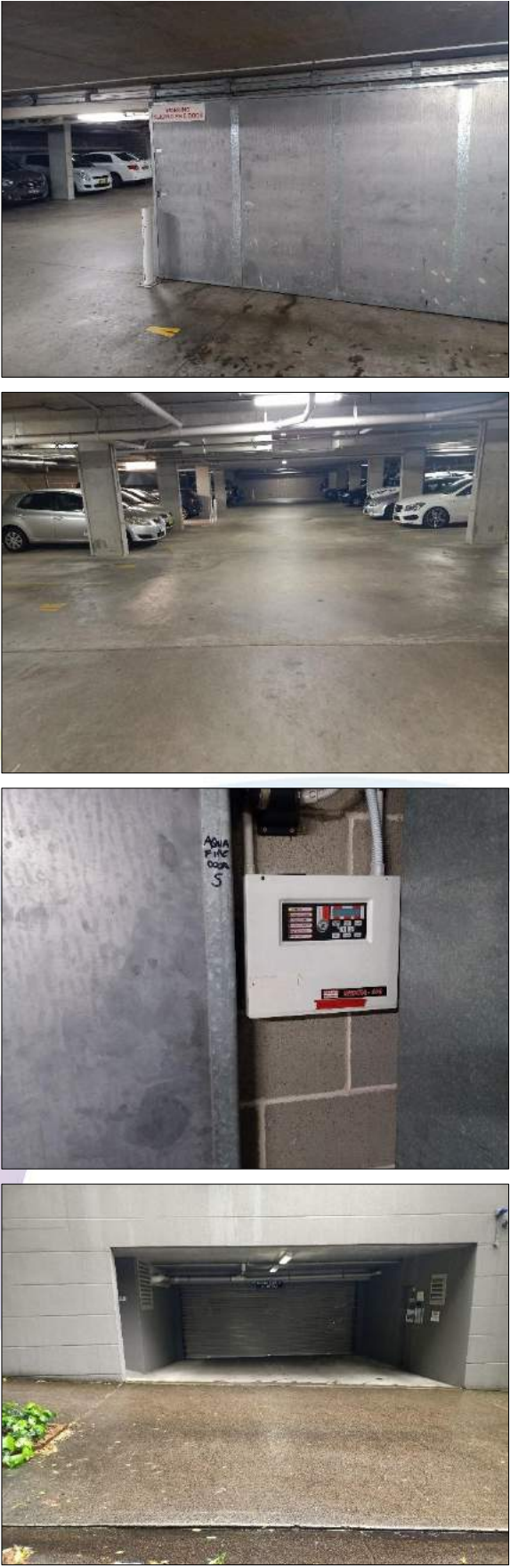
Items	Qty	Unit	Rate (\$)	Value (\$)	Next Due	Total Life	Comments
<b>1. BUILDING EXTERIOR</b>							
Repaint building exterior - blade walls / facades etc	3652	m2	37.60	137,315.00	2	8	Ongoing painting program
Repaint eaves lining	112	lm	27.88	3,123.00	2	8	Ongoing painting program
Repaint balcony ceilings / undersides	485	m2	32.50	15,763.00	2	8	Ongoing painting program
Repair fascia guttering (Total:112lm) -10%	11	lm	93.65	1,030.00	5	6	Repair as required
Maintain powdercoat balustrades (total: 318 lm) - 10%	32	lm	116.11	3,716.00	6	8	Metal balustrade repairs
Hire working at heights equipment	1	Item	32,000.00	32,000.00	2	8	Provision towards working at heights equipment
Repair windows / sliding doors	58	units	273.00	15,834.00	4	6	Provision towards window repairs
Repair windows exterior	1	Item	3,600.00	3,600.00	4	6	Ongoing painting program
Replace glazed doors	4	ea.	1,330.00	5,320.00	13	15	Replace as required
Repaint timber doors	7	ea.	158.77	1,111.00	2	8	Timber door repaint
Plumbing and drainage maintenance	1	Item	8,083.00	8,083.00	4	5	Plumbing pipework repairs
General building maintenance	1	Item	9,111.00	9,111.00	3	4	Trades and labour hire
<b>2. ROOFING</b>							
Maintain metal roof (total:2414 m2) - 5%	120	m2	122.00	14,640.00	4	5	Metal roofing repairs
Replace metal roof	2414	m2	175.65	424,019.00	40	60	Metal roofing replacement
Repair box guttering (Total: 188lm) -10%	19	lm	134.40	2,554.00	4	5	Repair as required
Repair metal capping (Total: 184lm) -10%	18	lm	43.40	781.00	4	5	Repair as required
<b>3. STAIRWELLS</b>							
Repaint door face – one side including architraves	58	ea.	158.77	9,209.00	2	8	Timber door repaint - includes service doors - internal
Repaint ceiling	312	m2	32.50	10,140.00	2	8	Ongoing painting program
Repaint wall	645	m2	32.50	20,963.00	2	8	Ongoing painting program
Repair tiled walkway (Total: 89 m2) -10%	9	m2	202.30	1,821.00	4	5	Repair as required
Replace carpet	325	m2	89.10	28,958.00	8	15	Replace as required
Repaint balustrades	24	lm	49.05	1,177.00	2	8	Ongoing painting program

Items	Qty	Unit	Rate (\$)	Value (\$)	Next Due	Total Life	Comments
<b>4. VEHICLE ACCESSWAYS</b>							
Repair concrete (Total: 1151m2) -2.5%	29	m2	165.20	4,791.00	6	7	Repair as required
Repaint line marking	285	lm	18.64	5,312.00	2	8	Ongoing painting program
Maintain sliding fire door	1	ea.	6,855.00	6,855.00	7	20	Replace as required
Replace Carpark entry gate motor	1	ea.	2,590.00	2,590.00	3	4	Motor replacement
Replace Carpark entry gate	1	ea.	4,834.50	4,835.00	9	25	Sectional overhead gate replacement
Maintain Carpark entry gate	1	Item	604.44	604.00	3	4	Sectional overhead gate replacement
Replace exhaust / supply fan	1	ea.	1,605.82	1,606.00	6	20	Exhaust fan replacement
Replace sump pump	1	ea.	2,825.00	2,825.00	9	10	Replace as required
Replace sump pump control panel	1	ea.	4,800.00	4,800.00	10	20	Replace as required
<b>5. EXTERNAL WALKWAYS</b>							
Replace paved walkway	474	m2	82.68	39,190.00	15	30	Replace as required
Repair paved walkway (Total: 474m2) -10%	47	m2	82.68	3,886.00	6	6	Repair as required
Replace planter box membrane waterproofing	225	m2	225.00	50,625.00	9	20	Replace as required
<b>6. FIXTURES AND FITTINGS</b>							
Intercoms - Entry system - Display and keyboard - Replace (Total:4)	2	ea.	2,700.00	5,400.00	8	15	Intercom entry system replacement
Maintain security access system	58	ea.	241.76	14,022.00	4	5	Repair as required
Replace common lighting	1	ea.	1,250.00	1,250.00	6	8	Replace as required
Security surveillance - Cameras - Surveillance	1	item	15,000.00	15,000.00	7	10	Security surveillance camera replacement
<b>7. FIRE EQUIPMENT</b>							
Maintain fire equipment	1	item	2,600.00	2,600.00	3	3	Fire hose reel replacement
<b>8. FENCING AND WALLS</b>							
Maintain/ repair boundary fence (50% shared cost) - Repair (total:136 lm) - 10%	14	lm	152.80	2,139.00	7	10	Ribbed sheet boundary fence repairs
Maintain/ repair metal security gates	3	ea	550.00	1,650.00	6	10	Metal slat fence repairs
Walls - Concrete - Repair (Total:46m2) -10%	5	m2	204.90	1,025.00	3	5	Concrete wall repair

# Building Photo Section

Item Group	Photo	Comment
BUILDING EXTERIOR	 <p>The 'Photo' column contains four images: 1. A vertical shot of a glass-enclosed staircase on the side of a light-colored building. 2. A view of a modern building facade with balconies and a glass canopy over an entrance. 3. A street-level view of the building behind a white fence, with a wet pavement and a yellow diamond-shaped sign. 4. A corner view of the building showing balconies and a glass canopy, with a white fence in the foreground.</p>	


Item Group	Photo	Comment
STAIRWELLS	 <p>The 'Photo' column contains four vertically stacked images of a staircase. The top image shows a landing area with a large window and a metal handrail. The second image shows a view down the stairs with a metal handrail. The third image shows a view up the stairs with a metal handrail. The bottom image shows a view down the stairs with a metal handrail and a large window.</p>	

Item Group	Photo	Comment
VEHICLE ACCESSWAYS	 <p>The 'Photo' column contains four vertically stacked images. The top image shows a closed metal garage door in a parking garage with a 'PARKING' sign above it. The second image shows a wide-angle view of an interior parking garage with several cars parked. The third image is a close-up of a white electrical control panel mounted on a wall, with handwritten text 'AGUA FINE 5' next to it. The bottom image shows an exterior view of a vehicle entrance with a closed roller door.</p>	

Item Group	Photo	Comment
EXTERNAL WALKWAYS		
FIXTURES AND FITTINGS		

Item Group	Photo	Comment
FIRE EQUIPMENT		



Item Group	Photo	Comment
FENCING AND WALLS		

## Inspector's Report for Elise Apartments

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1. **SALT AIR ENVIRONMENT** - Exposure to salt air can shorten the service life of many items and will lead to accelerated wear and tear on a wide range of surfaces and materials. Any signs of corrosion or deterioration should be assessed and rectified as soon as possible.
2. **TREES** - Trees should be kept below the height of guttering and clear of buildings wherever possible to prevent premature corrosion of the roof, flashings, gutters, and downpipes. Root systems should also be kept away from buildings, driveways and walkways to prevent structural damage. Removal of trees may be required in some cases.
3. **PAINT QUOTATIONS** - It is recommended that quotations are obtained for painting well in advance of when the work is to be carried out to allow for any shortfall or excess in funds. The costs estimated for painting are as accurate as possible but will vary from actual painting quotations.
4. **PAINT SERVICE-LIFE** - Paint serves to protect a surface as well as improving its appearance. Paint seals the surface from water, salt, or air pollutants. Although paint may hold its appearance for at least ten years before cracking and/or peeling occurs, it may become porous and lose its protective abilities before this point.
5. **PAINTED METAL** - Some painted metal items show signs of wear and / or damage. Repainting these items is recommended in the short term, but full replacement of these items should be considered and planned for well in advance.
6. **POWDER COAT WARRANTY** - Powder coated surfaces may be subject to a manufacturer's warranty. Therefore, the manufacturer's cleaning and maintenance recommendations should be followed.
7. **ELEVATING WORKING PLATFORMS** - Funds allocated for elevating working platforms (EWP's) can be used for many types of access equipment including, but not limited to; scaffolding, boom lifts, cherry pickers, etc.
8. **FENCES OR WALLS DIVIDING COMMON PROPERTY FROM LOTS** - For aesthetic and practical reasons, the maintenance costs for fences or walls dividing the common property from individual lots have been included in this report.
9. **BOUNDARY FENCES OR WALLS** - Maintenance of fences or walls between properties is regulated under the Neighbourhood Disputes (Dividing Fences and Trees) Act 2011, which states that neighbours have equal responsibility for dividing fences or walls (excluding retaining walls). As such, a 50% rate has been used for all maintenance work on boundary fences or walls.
10. **METAL ROOFS** - Metal roofs may have a service life of 60 years or more with proper care and maintenance.
11. **WATERPROOFING** - Waterproofing requires regular maintenance and replacement.

## Report Notes

### Capital Works Fund Plan (NSW)

*This forecast satisfies the current requirements of the Strata Schemes Management Act 2015, which states:*

#### **80 Owners corporation to prepare 10-year capital works fund plan**

- (1) *An owners corporation is to prepare a plan of anticipated major expenditure to be met from the capital works fund for a 10-year period commencing on the first annual general meeting of the owners corporation.*
- (2) *An owners corporation is to prepare a plan for each 10-year period following the 10-year period to which the first plan applied. The plan is to be prepared for the annual general meeting at which the period covered by the previous plan expires.*
- (3) *An owners corporation may, by resolution at a general meeting, review, revise or replace a 10-year plan prepared under this section and must review the plan at least once every 5 years.*
- (4) *A plan under this section is to include the following:*
  - (a) *details of proposed work or maintenance,*
  - (b) *the timing and anticipated costs of any proposed work,*
  - (c) *the source of funding for any proposed work,*
  - (d) *any other matter the owners corporation thinks fit,*
  - (e) *any other matter prescribed by the regulations for the purposes of this section.*
- (5) *A plan under this section is to be finalised by the end of the next annual general meeting of the owners corporation after the annual general meeting for which the plan is prepared.*
- (6) *An owners corporation may engage expert assistance in the preparation of a plan under this section.*
- (7) *An owners corporation is, so far as practicable (and subject to any adjustment under this section), to implement each plan prepared under this section.*

*A Capital Works Fund is established pursuant to section 74 of the Strata Schemes Management Act 2015, which states:*

#### **74 Capital works fund**

- (1) **Establishment of fund**  
*An owners corporation must establish a capital works fund.*
- (2) **Amounts payable to fund**  
*An owners corporation must pay the following amounts into the capital works fund:*
  - (a) *the contributions levied on, and paid by, owners for payment into the fund,*
  - (b) *any amounts paid to the owners corporation by way of discharge of insurance claims, unless paid into the administrative fund,*
  - (c) *any amounts paid to the owners corporation under Part 11,*
  - (d) *any amount received by the owners corporation that is not required or permitted to be paid into the administrative fund,*
  - (e) *the proceeds of any investment of the fund.*
- (3) *An owners corporation may also pay the following amounts into the capital works fund:*
  - (a) *any income of the owners corporation,*
  - (b) *any amount that may be, but is not required to be, paid into the fund under this Act.*
- (4) **Amounts payable from fund**  
*An owners corporation may pay money from its capital works fund only for the following purposes:*
  - (a) *payments of the kind for which estimates have been made under section 79 (2),*
  - (b) *payments made in accordance with this Division on a distribution of a surplus in the fund,*
  - (c) *payments of amounts for the purposes of Part 11,*
  - (d) *the transfer of money to the administrative fund or to pay expenditure that should have been paid from the administrative fund.*

**(5) Exemption**

An owners corporation for a strata scheme comprising 2 lots need not establish a capital works fund if:

- (a) the owners corporation so determines by unanimous resolution, and
- (b) the buildings comprised in one of those lots are physically detached from the buildings comprised in the other lot, and
- (c) no building or part of a building in the strata scheme is situated outside those lots.

**THIS REPORT DEALS WITH THE CAPITAL WORKS FUND PLAN.**

**Implementation** - It is the responsibility of the Strata Committee and the Owners Corporation to implement this plan so far as is practicable.

**Interaction with Capital Works Fund** - The source of funding for all proposed work or maintenance is presumed to be the capital works fund. No allowance has been made for proposed work or maintenance that is funded by means other than the capital works fund.

**Figures used and updates** - The figures used in the forecast are typical for this type of building and normal usage. The Strata Committee has some flexibility to make minor adjustments to the timing of any proposed work. More major adjustments to the timing of work may require an ordinary resolution of the Strata Committee, or complete revision of the Plan. The purpose of this forecast is to ensure monies are available when required to cover foreseeable expenses.

**Contingency** - A contingency has been allowed for any unforeseen expenses. Please refer to the second page of the report.

**Interest, Taxation and Inflation** - The standard interest rate used by Solutions in Engineering is based on the Reserve Bank of Australia's (RBA) historical series for Cash Management and Online Savings Account interest rates for the past previous fifteen years. The company tax rate is applied to interest income unless Solutions in Engineering is advised that the Owners Corporation is exempt from tax on external income. The standard inflation rate used by Solutions in Engineering is based upon the entire RBA historical series for Construction, Manufacturing and Property Services inflation, commencing March 1999. While historical figures are not an accurate predictor of specific future outcomes, over the life of this report (fifteen years), interest rates and inflation should approach long-term averages. Changes in economic conditions may affect the accuracy of these figures. This report should be updated at regular intervals to ensure that any such changes are taken into account.

**Administration Fund** - Items of a recurrent nature that are covered by the administration budget such as maintenance contract for lifts, fire protection equipment, air conditioners, cleaning and gardening are not included. Neither are items of a minor recurrent nature with varying life spans such as light bulbs and exit light battery packs.

**Items with Indefinite Lives** - There is no allowance for replacement of items that, if properly maintained, should last indefinitely, (unless otherwise requested by the Strata Committee); for example: sanitary fittings and lift carriage interiors. This forecast deals only with estimating the timing of physical obsolescence.

**Improvements** - The Strata Committee may resolve to undertake improvements not related to normal maintenance. No allowance has been made for these items.

**Defects** - No allowance has been made for correction of defects resulting from faulty construction except where nominated in the report. The inspectors report summarises only issues observed during our inspection and is not a structural report.

**Ongoing Maintenance Programs** - The lives of some items overall may have been extended indefinitely due to the use of an ongoing maintenance program. When there is any doubt in our minds about how and when an item may need replacement or maintenance, we give control to the owners and the Strata Committee. With allowances for ongoing maintenance programs, allow funds to be available for maintenance, gradual replacement or in some cases accumulation of funds for total replacement in the long term. The lives of some items can vary considerably, especially with issues such as:

- ◆ Usage.
- ◆ Accidental damage to floor tiles, which may or may not be still available or in stock.
- ◆ Fences can be maintained and replaced gradually or all at once.
- ◆ Metal and Aluminium Balustrades can last anywhere between 10 and 50 years, depending on the original quality, coatings (painting) and maintenance.
- ◆ Concrete driveways that have been cracked but are still perfectly sound and serviceable.
- ◆ Pumps and Fans can last indefinitely or wear out relatively quickly. This often depends on the quality of internal construction and finish.

**Safety** - The inspection does not cover safety issues.

**Lifts** - Due to the many types of lift contracts covering varying parts and aspects of lift maintenance, no allowance is made unless instructed by the Strata Committee Committee/Representative.

**Fire Maintenance** – We have assumed that the Fire Maintenance Contractor has covered the Fire Maintenance Items; no allowance is made unless instructed by the Strata Committee/Representative.

**Window Safety Device** – It is mandatory to install a safety device/ lock that restricts the opening of an openable window to less than 12.5cm. The device must be able to withstand a specific outward pushing force. All windows in every apartment building above a certain height must comply. (Section 118 Strata Schemes Management Act 2015; section 30 Strata Schemes Management Regulation 2016). An allowance has been made for the installation of these devices. Contact our office should you require a quotation to install these devices.

**Other Matters** - Unless otherwise included, this report does not include matters that are not anticipated major expenditures to be met from the capital works fund.

**Updates** - The forecast is made with the best available data at this time. The forecast should be upgraded at regular intervals. We recommend a minimum of bi-annual updates.

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**Please read the information and the notes on the Inspector’s report to gain the most from this report.**

