



# Strata Records Inspection Report

**Inspection Date:** 9 December 2024  
**Inspector:** Jackie Jones  
**Contact:** 0413 389 884  
**Purchaser:** Vendor Report  
**Reference No.:** IS3592  
**Vendor:** Mark Anthony Patty & Amie Leigh Patty  
**Strata Plan:** SP4275  
**Lot No.:** 12  
**Property Address:** 'Tasman Towers', 30 Marine Parade The  
Entrance NSW 2261

We wish to advise that we have carried out an inspection of the books and records held by the Strata Managing Agent / Owners Corporation of the above Strata Plan. The information found is recorded in this report.

## Conditions of the Report

We have made an inspection of the books and records of the Owners Corporation. While every effort has been made to provide a detailed summary of the Scheme we cannot make any guarantee as to the accuracy of information provided to us by any parties and advise we will not be responsible for any loss or damage arising from the use of information provided to us.

## Important Notes

**Please Note: The following is noted on the attached Balance Sheet as at 6.12.2024:**

**\*As the previous financial year has not been finalised, the current financial year reporting will not be accurate.**

**Please Note: We requested an update from Result Property Group with regard to the following:**

- 1. Have the remedial works achieved practical completion**
- 2. Has the adjudication for outstanding payment from Projx Pm been resolved**

**We were advised by return email that the remedial works have achieved practical completion and the adjudication for outstanding payment from Projx Pm has been resolved.**

**Please Note: As we were not provided with the Minutes of the last Annual General Meeting, Extraordinary General Meeting and Strata Committee Meeting, we cannot confirm the status of the resolutions made as per the attached Notices of the Meetings sighted.**

**It is important to note that further Special Levies may be required to fund the Strata Loan repayments and further works if required.**

**Please Note: The current Capital Works Fund Contributions are higher than the Recommended Annual Capital Works Fund Payment as per the attached 10 Year Capital Works Fund Plan dated April 2019.**

**We attach a copy of the Consolidated By-Laws provided for your record.**

**A search should be made at the Land Titles Office regarding registers dealings. The Strata Schemes Management Act 1966 requires that a change of By-Laws must be registered within two years of a resolution being passed.**

**We draw your attention to the information in the 'Building Matters' section of this report.**

**\*\*Strata Management maintain the records of the Owners Corporation in computerised format only. Perusal of these records, in order to identify the required information, is significantly more complex than normal. We cannot guarantee that all documents in relation to computerised records were sighted or in fact have been scanned into the computerised system made available for inspection. This report is based on a compilation of information provided by the Strata Manager's records.**

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# 1. Strata Roll

- 1.1** Section 96 ➤ Is there a Strata Roll **YES**
- 1.2** From the entries on the Strata Roll does the Initial Period appear to have expired? **YES**
- 1.3** Section 98 (1) ➤ Lot details for Lot: **12**  
Vendor: The recorded vendor is: **MARK ANTHONY PATTY & AMIE LEIGH PATTY**  
**'TASMAN TOWERS', 12/30 MARINE PARADE**  
**THE ENTRANCE NSW 2261**  
Original Owner is: **NOT LISTED**
- 1.4** Section 98 (1) (b) ➤ Mortgagees: The recorded mortgagee is **NONE RECORDED**
- 1.5** Section 98 (2) (c) ➤ Unit entitlements:  
Unit Entitlement: The Unit Entitlement (UE) is: **16, 433**  
This information was ascertained from the strata roll.

Note: The Owners Corporation must prepare and maintain the strata roll in accordance with this section of the SSM Act. The strata roll can be recorded or stored mechanically, electronically or by other means.

## 2. Insurances

Insurance of Buildings- information gained from Certificate of Currency - Copy attached

Type	Policy No.	Cover	Premium	Due date
Building	HU0000018753	\$17,140,000	\$Not noted	18.9.25
Contents	As above	\$171,400	Included	As above
Loss of Rent	As above	\$2,571,000	Included	As above
Public Liability	As above	\$30,000,000	Included	As above
Personal Liability	As above	\$200,000/2,000	Included	As above
Fidelity Guarantee	As above	\$250,000	Included	As above
Office bearers Liability	As above	\$1,000,000	Included	As above
Machinery Breakdown	As above	\$Not Selected	\$Not Selected	As above
Catastrophe	As above	\$2,571,000	\$Included	As above
Worker's Compensation	As above	N/A	N/A	Not required if wages are under \$7,500 P.A
Govt. audit costs	As above	\$25,000	Included	As above
Appeal expenses	As above	\$100,00	Included	As above
Legal defense expenses	As above	\$50,000	Included	As above
Lot owners fixtures and improvements	As above	\$250,000	Included	As above

2.1 The excess is \$ Not noted

2.2 Insurance Broker: No Broker

2.3 Insurance Company: CHU Underwriting Agencies Pty Ltd

### Valuation - Building section 82 (3)

Has a valuation been carried out in last 5 years? YES

If yes who by? BIV Reports Pty Ltd Year 10 August 2023 Value \$17,140,000.00

Note: It is a requirement of the SSM Act, that the Owners Corporation have a property valuation carried out for insurance purposes at least once every 5 years and have the building insured for its current replacement value.

### 3. Documentation held by the Owners Corporation

3.1 How are the records presented for inspection? **Electronically**

**Some strata management companies scan documents onto computer systems for inspection purposes. In some instances our inspections may encompass these scanned documents as well as hard copies including Minute Books. Whilst every care is taken during the inspection, we cannot guarantee that what was sighted is all that the manager may have in their possession.**

### 4. Books of Accounts

- 4.1 What was the approximate balance of the Administrative Fund? **\$ 172,093.51 as at 16 December, 2024**
- 4.2 What was the approximate balance of the Capital Works Fund? **\$ 153,050.48 plus \$128.85 Unallocated Money as at 16 December, 2024**
- 4.3 Are there any levy arrears for the Scheme? **\$ 14,684.27 plus Special Levies \$62,493.79 as at 16 December, 2024**
- 4.4 How were these approximate balances ascertained? **PC Printout**
- 4.5 Has an Auditor been appointed? **YES**

## 5. Levy Contributions

- 5.1 The records indicate that current standard contributions are as follows:
- Administrative Fund: \$ 508.08 per quarter
  - Capital Works Fund: \$ 1,117.78 per quarter
  - Other: \$ per quarter
  - Levies due: 1 FEBRUARY, 1 MAY, 1 AUGUST, 1 NOVEMBER
- 5.2 Are there any arrears for the subject lot? \$ 0.00 paid to 31/1/2025
- 5.3 Last increase/decrease in levy contributions? Increase in 2023
- 5.4 Do these contributions appear to have been properly determined? YES
- 5.5 Are there any current special levies?  
(Admin Fund only S.76 (4))  
(Capital Works Fund S.76 (1)) periodic or lump sum payments NO
- 5.6 If so, were Notices levying the contribution served in accordance with Section 78?
- 5.7 Details of current special levies are:
- Fund:
  - Amount: \$
  - For the subject lot
  - Due Date:
  - Purpose:
- 5.8 Do the records disclose the possibility of special levies in the near future?  
POSSIBLE
- 5.9 If so, what are the likely details?
- Fund: NOT DETERMINED
  - Amount: \$NOT DETERMINED
  - Likely Date: NOT DETERMINED
  - Purpose: POSSIBLE LOAN
- REPAYMENTS/FURTHER WORKS

**Note:** Special levy amounts listed are for the entire Strata Plan. To work out the proportion for the listed lot divide the amount of the special levy by the Unit Entitlement Aggregate (Agg) listed in **Section 1.5** and then multiply by the Unit Entitlement (UE) also listed on **Section 1.5**. **Then divide by the number of instalments/quarters.**

## 6. By-Laws

6.1 Do the records suggest that the By-Laws have been changed or added to in the past two years?

NO

6.2 If so, does it appear that these changes or additions have been registered?

-

6.3 If they have not been registered, what do they relate to?

6.4 What is the attitude of the Owners Corporation to the keeping of animals?

**AS PER BY-LAWS - MUST APPLY IN WRITING**

6.5 Were any exclusive use By-Laws registered affecting the subject lot that were sighted?

NO

Note: It is a requirement under the Act that approved By-laws must be registered within two years for them to become law.

## 7. Managing Agent

7.1 Managing Agent: **RESULT PROPERTY GROUP**

**281 KINGSGROVE ROAD**

**KINGSGROVE NSW 2208**

Phone: **02 8669 8800**

7.2 **Section 27 (1)**

This Managing Agent / Owners Corporation was appointed in **2024**.

A written appointment and delegation was **SIGHTED**

## 8. Title Deed

8.1	<b>No</b> Certificate of Title for the common property <b>was not sighted.</b>	
8.2	The strata plan was first registered on:	<b>25.11.1969</b>
8.3	Details of any subdivisions:	<b>NO</b>
8.4	Number of Lots in the Strata Plan	<b>24</b>
8.5	Number of Units in the building	<b>24</b>
8.6	Is the Strata Plan Part of a Community Association or Building Management Committee (BMC)?	<b>NO</b>
	If Yes "Community Plan" / BMC No.?	

## 9. Minutes

9.1	Date of First Annual General Meeting:	<b>NOT SIGHTED</b>
9.2	Date of last Annual General Meeting:	<b>11 JULY 2024</b>
9.3	Date of most current minutes sighted in minute book:	<b>NOTICE OF SCM 30 JULY</b>
2024		
9.4	Copy of Minutes attached:	<b>YES SEE ATTACHED</b>
	<b>Minute book inspected dated from 2019</b>	

## 10. Strata Committee Members

10.1 The duly elected members of the committee:

PLEASE REFER TO THE MINUTES OF THE AGM FOR APPOINTED MEMBERS

## 11. Income Tax

11.1 Does the Owners Corporation appear to receive taxable income? YES

11.2 If so:

➤ What is the source of that income? INTEREST ON SAVINGS

➤ Are Income Tax Returns lodged? YES

## 12. General Information

So far as was possible to ascertain from the Owners Corporation records:

12.1 State of harmony in building By-Law Infringements:

NO PROBLEMS RECORDED

12.2 Does the building have cable television connected NO CONTRACT SIGHTED

12.3 Does the building have a Caretaker/Building Manager NO

## 13. Building Matters

Particulars of matters discovered from the books and records generally which may adversely affect either the Owners Corporation or the subject lot(s) from the point of view of a Purchaser or Mortgagee, or which otherwise may be of interest to a Purchaser or Mortgagee are:

### 13.1 Building / Defect Reports

AGM - 25.3.19 - Resolved to seek a quote to have the building valued for insurance purposes.

- Resolved to appoint a suitably qualified contractor to prepare a 10-year Capital Works Fund plan.

- Motion defeated to carry out a termite inspection.

- Resolved that an independent professional inspect and report on the roof work and to advise on staging of the repairs, to obtain quotes for the work once known.

- Insurance claim for legal costs:

The strata manager advised the current standing of the insurer is to continue in denying any claim for legal costs as the action arose out of the initial action against the lot owners. The strata manager will also continue to ascertain a formal written response from the insurer for the solicitors argument that it was an independent action and not arising from the initial action.

SCM - 6.2.20 - Following the installation of a lock box for tradies, a further lockbox be considered for emergency services.

- Resolved for the lift carpet to be replaced from supply of spare carpet kept onsite.

- Resolved that the Strata Committee request BAAM Consulting to amend their fee proposal to reflect the make safe repairs undertaken prior to Christmas and to accept BAAM Consulting's fee proposal of \$25,759.25 less the adjustment cost, to undertake core testing and prepare a scope of work to be put to tender for the roof repairs.

Further resolved to recommend a special levy be raised in the amount of \$7,000.00 per lot to cover the additional cost required to have this work undertaken once the tenders have been received and considered. Levy to be considered at the upcoming AGM by owners.

- Resolved that the Strata Committee do not approve the preparation and lodgement of the application to AFCA to claim legal costs from the insurer, incurred by the Owners Corporation for previous NCAT action taken.

Further Noted: This decision does not prohibit individual owners pursuing an application at their own cost if they choose to however it will not be paid for by the Owners Corporation.

AGM - 24.3.20 - Resolved that the Owners Corporations accept the fee proposal from BAAM Consulting to approve and proceed with the revised fee proposal and to allow to progress without delay noting the below.

- Resolved that the Owners Corporation consider the striking of a special levy to raise necessary funds to cover the roof repairs be deferred to a later date and time due to the Covid-19 constraints.

SCM - 24.3.20 - Resolved that the Strata Committee have no further repairs & maintenance issues to consider at this time.

Noted: The carpet to the lift has been completed and lockbox for essential services has been installed.

EGM - 30.4.20 - Specially resolved to remove the front entrance grill gate.

EGM - 12.10.20 - Resolved that the Owners Corporation approve the signing & stamping of the contract by the strata manager on behalf of the Owners Corporation, with Everest Contracting Pty Ltd in the amount of \$7,205.00 incl GST, for the further testing of the roof and associated work, as advised by BAAM Consulting Engineers.

- Resolved to undertake 2 quotes for the installation of Window Safety Devices, authorise the Strata Committee to accept the most suitable quote and to accept and authorise the strata manager to issue the work order.

AGM - 22.3.21 - BAAM Update:

The Owners Corporation tabled the report/update from BAAM Consulting. In their summary report they have made comment on:

1. Areas of spalling (likely similar to the remainder of the edging they did not remove) and indicative volumes of spalling.
2. They had also uncovered boney concrete - which they had thought likely following GPR investigation and reporting which indicated an area where there was an anomaly.
3. Issues arising from the timber edging applied to the rebated concrete roof slab edge/ setdown to which the roof flashing is attached - its deterioration is one of the reasons the flashings have needed additional fixings over time to hold down due to rotting of the timber.

- Camera licence and monies owed:

- Resolved that the Owners resolve to action and seek recovery of monies owed to the Owners Corporation from the council and to terminate the existing license agreement with immediate effect, and for council to make good within 30 days.

- Resolved that the Owners of SP4275 have no current known building defects to consider.

EGM - 12.7.21 - Roof Work: Motion defeated to accept and proceed with the tender based on scope of works as staged works.

AGM - 21.3.22 - Motion defeated to appoint Result Property Group as Strata Managing Agent for SP4275.

- Resolved to undertake a building insurance valuation.

- Resolved that the Owners Corporation have no current known building defects subject to statutory warranty to consider.

- Resolved that the Owners Corporation resolves to enter into a new agreement with Central Coast Council for the Maritime Services CCTV camera at the rate of \$650 per annum + CPI index review.

SCM - 21.3.22 - Resolved that the Strata Committee commence preparation for the following repairs.

1. Roof Membrane
2. Fascia
3. Anchor bolts
4. Balcony Repairs

EGM - 7.9.22 - Resolved that the Owners Corporation accept the fee proposal from Henry & Hymas for:

Stage 1 - scope review and updated preparation in the amount of \$10,780.00 incl GST &

Stage 2 - sourcing of tenders in the amount of \$3,300.00 incl GST.

8.8.23 - The owners entered into a contract for remedial works.

AGM - 30.8.23 - Resolved that the Owners Corporation accepted the update from Justin Manny of Projx for the current remedial repairs.

- Resolved that the Owners Corporation undertake an WH & S Report once all the building works are completed.

- Resolved to undertake a cockroach spray once all major works are completed.

- Resolved that the Owners Corporation SP4275 ratify the decision to approve the additional costs for the design practitioner Henry & Hymas, in the amount of \$42,000 + GST for the final design compliance declarations, DTS or performance solutions and

Answering scope related RFIs

1. Review of any requests to changes to design

2. Updating scope of works

3. Detailing and designing associated with ongoing unseen latent site conditions

4. Routine site inspections and reports

5. Final sign off

- Resolved that the Owners Corporation authorise the strata managing agent to transfer sufficient funds between the Capital Works Fund to the Administrative Fund so as to cover any shortfall of funds for the payments of insurance premiums and other invoices. Such loans are to be repaid to the Capital Works Fund/Administrative Fund immediately on receipt of appropriate levies but no later than 3 months from the transfer date.

- Glass balustrades:

- Amended & resolved that the Owners Corporation defer to a future general meeting once further information and costing estimates are known.

- Motion defeated to make additional by-laws for Minor Works & Major Works.

- Resolved that the Owners Corporation approve the renovation application of Unit 12 (subject lot).

- Resolved that the Owners Corporation approve the renovation application of Unit 9 & 10 as outlined in the application.

- Resolved that the Owners Corporation SP4275 authorises the strata manager to comply with the owners corporation obligations under Part 7 Division 2 of the Strata Schemes Management Regulation 2016 by inputting the mandatory information into the NSW Strata Hub, this year and on an ongoing basis and to charge in accordance with the terms of its agency agreement including charging the disbursements of \$3 per lot specified under the relevant legislation, or such amount as is determined from time to time.

- Resolved that the Owners Corporation SP4275 appoints Rick O'Connor as the first contact and Platinum Strata Management as the second emergency contact in accordance with Part 7 Division 2 of the Strata Schemes Management Regulation 2016 and for their details to be inputted into the NSW Strata Hub.

SCM - 30.8.23 - Resolved that the Strata Committee consider any repairs & maintenance issues.

1. Approval of Deltacorp quote for leak in Unit 15 garage/Unit 2.
2. Distribute Projx PM update to all owners.

10.10.23 - See attached correspondence regarding issues with roof remedial works.

EGM - 15.11.23 - Resolved that the owners receive a verbal update from the project manager.

- Resolved to accept the necessary additional Variation to the contract in order to complete the work.

- Resolved to extend the strata loan with Lannock Capital 2 by \$700,000 for a period of 5 years & the Owners Corporation acknowledges the following things:

- a) The maximum amount of credit available under the loan contract is increased to \$1,400,000
- b) The members of the Owners Corporation approve the raising of additional levies to ensure the Owners Corporation can perform its obligations in relation to each advance under the loan contract.

- Resolved to increase the Capital Works fund levies to cater for the additional repayments by way of raising a special levy in the amount of \$700,000 payable in 4 instalments due 1/2/2024, 1/5/2024, 1/8/2024 & 1/11/2024.

- Motion defeated to register Special By-Laws for Minor Renovations & Major Renovations.

31.5.24 - See attached Projx PM report to owners on remedial project.

1.7.24 - See attached Projx PM report to owners on remedial project.

AGM - 11.7.24 - Please note, we were not provided with a copy of the Minutes of this meeting. We only sighted a copy of the Working Minutes which is a copy of the Notice whereby the resolutions were noted on the attached Notice.

- It appears that Motion 15 on the Working Minutes to approve Henry & Hymas fee proposal of \$1,600.00 plus GST for the scope of work for the urgent work as a result of 3<sup>rd</sup> floor balcony works and spalling repairs was deferred.

We further note that motions 16, 20-32 have a "D" noted against them, which we can only presume mean they have been defeated or deferred.

EGM - 11.7.24 - Please note, we were not provided with a copy of the Minutes of this meeting. We only sighted a copy of the Working Minutes which is a copy of the Notice whereby the resolutions were noted on the attached Notice.

We note that it was resolved to terminate the appointment of Platinum Strata Management and to appoint Result Property Group as Strata Managing Agent.

- Resolved to terminate the /remove the Strata Committee & office bearers including all delegation, furthermore in accordance with the Act that these committee members may not service on the committee for 12 months from this resolution being passed.

SCM - 30.7.24 - Please note, we were not provided with a copy of the Minutes of this meeting. We only sighted a copy of the Working Minutes which is a copy of the Notice whereby the resolutions were noted on the attached Notice.

8.10.24 - See attached extracts from Application for Adjudication from Projx PM in reference to the payment claim in the amount of \$21,216.

### 13.2 Other Reports

At the time of our inspection the records presented to us contained the following reports:

#### OH/WH & S Reports

Occupation Health & Safety Report?

Yes  No  Year Extract Attached

**NOTE:** Health and Safety Inspections of common property areas should be carried out at least annually to assess and report all defects, building issues and to ensure the property meets all local, state and federal government requirements. This will also ensure that insurance liability is not compromised.

#### Capital Works Fund Forecast

Has the owners' corporation complied with the SSM act 1996 in respect of carrying out this inspection?

Yes  No  Year 2019 Extract Attached

**NOTE:** It is a requirement of the Strata Title Act that all strata schemes carry out a Capital Works Fund Forecast and review this at specific intervals.

#### Annual Pest Report

Australian Standard 3660.1 & AS 4349.1 recommends that all properties be inspected every 12 months as a minimum, high-risk properties need to be inspected at least every 6 months.

Has the owners' corporation complied with the recommendations of AS3660.1 & 4349.1 in respect to having this inspection carried out?

Yes  No  Year Copy Attached

#### Annual Fire Inspection (15a Certificate)

Was a current 15a Certificate sighted in the files presented?

Yes  No  Year 2024 Copy Attached

It is a requirement that all units have a smoke alarm system installed internally. We could not determine if this has been complied with. You should make your own enquiries.

#### Asbestos Report and Management Plan

Was a current Asbestos Report or Management Plan sighted in the files presented?

Yes  No  Year 2012 Extract Attached

New Workplace Health and Safety Legislation came into effect on 1.01.12. It is unclear if this legislation refers to residential buildings, however, if applicable requires that for buildings constructed prior to 31.12.03 a mandatory Asbestos Report and Asbestos Management Plan must be kept on file and on site.

Tradespersons attending the premises for any reason, engaged by owner, tenant or Strata Manager is to be made aware of this Report which can be viewed prior to any work commencing.

## 14. Past Expenditure

**Note:** The following details are that of work carried out at the property as recorded in the STATEMENT OF INCOME AND EXPENDITURE REPORTS held by the Managing Agent / Owners Corporation. Where possible we have accessed and inspected the records for the last five years (some Managing Agents & Owners Corporations do not present 5 years of information for inspection)

Repairs and Maintenance [R&M] (Admin) / Replacements - (Capital works) /  
Special levy works / One off Projects.

### Building issues / work carried out relating to Lot No. 12

2023 - Window restrictor fitted

### Building issues / work carried out relating to Common Property

2019/20

- Building improvement \$1,062
- Building repair \$5,500
- Driveway, paths & letterboxes \$525
- Electrical \$1,626
- Fire protection \$1,430
- Repairs & maintenance \$2,373
- Capital Works Fund Forecast \$649
- Doors & windows \$5,011
- Plumbing - Burst pipes \$867

2020/21

- Consultants \$24,002
- Electrical \$1,447
- Lift - Refurbishment/Upgrading \$2,943
- Doors & windows \$844
- Plumbing & drainage repairs \$420
- TV antenna & cables \$759
- TV satellite dish \$1,089

2021/22

- Building improvement \$363
- Consultants \$7,462
- Electrical \$382
- Lift - Refurbishment/upgrading \$22,167
- Plumbing & drainage \$623
- Roofing repairs \$9,208
- Plumbing & drainage repairs - Admin fund \$920

2022/23

- Consultants \$16,060
- Doors & windows - Capital Works \$1,414
- Plumbing & drainage \$2,721
- Repairs & maintenance \$785

**2023/24**

- Lift servicing/repair \$1,110
- Legal fees \$2,500
- Loan interest \$23,427
- Consultants \$72,935
- Doors/windows \$1,514
- Electrical \$16,327
- Fire protection \$1,119
- Lock/keys \$565
- Plumbing/drainage \$1,768
- Repairs & maintenance \$832,186

**2024/25**

- Loan repayment \$93,043
- Plumbing & drainage - Admin fund \$549
- Transfer from Capital Works to Admin fund \$308,022
- Consultants \$52,390
- Defect repairs \$486,854
- Loan repayments (capital) \$29,512
- Consultants \$5,550
- Plumbing/drainage - Capital Works \$2,802
- Water penetration \$726
- Miscellaneous - Capital Works \$3,800

## History of Special Levies Raised

2023 \$700,000.00 For loan repayments resolved @ EGM, 15.11.23 Payable 1.2.24; 1.5.24; 1.8.24 & 1.11.24

\$	For	resolved @ AGM,	Payable
\$	For	resolved @ EGM,	Payable

Note: This section can indicate whether the Owners Corporation / Managing Agent are in control of the budget and expenses.

## Outstanding Building Works

**2024 - Matters deferred/defeated as noted on the Notice of the 2024 AGM - working minutes.**

Note: Shows details of works quoted but not yet resolved, building works not yet complete and unpaid invoices (etc).

## Budget Analysis

Year	Administration fund	Capital Works fund
2020	Budget \$56,000.00	Budget \$35,000.00
2021	Budget \$46,000.00	Budget \$100,000.00
2022	Budget \$46,000.00	Budget \$100,000.00
2023	Budget \$55,000.00	Budget \$121,000.00
2024	Budget \$71,500.00	Budget \$104,500.00 as per Working Minutes

Note: This section shows increases/decreases in the budget for the past (5) years when records are available for inspection. It gives an indication of cost trends for the plan and whether correct budgeting practices have been applied by the Owners Corporation and/or the Managing Agent.

## 15. Important Notes

- A. During the course of the subject inspection, no attempt was made to ascertain whether any Managing Agent has complied with the detailed accounting requirements of the Property, Stock and Business Agents Act 2002 or whether the prescribed accounting and prescribed financial statement requirements are being complied with by the Owners Corporation.
- B. The information contained in this report was extracted from the books and records of the Owners Corporation and, so far as was possible, from conversations with officers of the Owners Corporation.
- C. Special procedures were followed to minimise the possibility of records not being made available for inspection. However, your attention is directed to the possibility that all of the Owners Corporation records may not have been made available for inspection or, alternatively, that the records may not have contained all of the information of interest to a Purchaser or Mortgagee.
- D. This report is issued to the named client and if that person is a solicitor or conveyancer, the client of that solicitor or conveyancer. **Inter Strata Pty Ltd** will not accept any responsibility to any other person who relies upon this report to their detriment unless it has agreed in writing to accept such responsibility.

**DISCLAIMER OF LIABILITY TO THIRD PARTIES:-** This report is made solely for the benefit of the client named on the face of this report and no liability or responsibility whatsoever is accepted to any third party who may rely on the Report wholly or in part. Any third party acting or relying on this report whether in whole or in part do so at their own risk.

## Important Information

### Things to do once you have purchased the property

1. Make sure that you're Licensed Conveyancer / Solicitor has sent a completed **Section 118 Notice** to the Strata Managing Agent / Owners Corporation (listed on page 8 of the report) notifying them of your purchase.  
**(Failure to do so will leave you liable for un-paid levies and restrict your voting rights at any important strata meetings.)**
2. If your property is to be rented ensure that your appointed Property Manager has sent the Strata Managing Agent / Owners Corporation (listed on page 8 of the report) a completed Section 118 Notice with all the tenant's details and emergency contact details for yourself.
3. Make contact with the Strata Managing Agent / Owners Corporation to introduce yourself and check that all of the legal documentation mentioned above has been received and entered against your lot in the official strata roll.
4. If you are to be an Owner Occupier you will need to ensure that you have adequate contents insurance, (this includes floor coverings which are not considered common property).
5. The policy held by the Owners Corporation only covers the building.
6. If you are an Investor you will need to ensure that you have adequate landlords insurance as personal injury caused by or in your lot will not be covered by the policy held by the Owners Corporation.
7. If you are an Investor renting the property it is your responsibility to ensure that your tenant receives a copy of the current by-laws.
8. Obtain a current copy of the by-laws pertaining to the building that you have purchased in.
9. For information in relation to by-laws and your responsibilities whilst living in strata visit the Department of Fair Trading website [www.fairtrading.nsw.gov.au](http://www.fairtrading.nsw.gov.au) and view "buying into a strata scheme?"

# Strata Roll

Result Property Group  
PO Box 1  
Kingsgrove NSW 1480  
Ph: 02 8669 8800  
Fax: 02 8669 8803  
admin@resultpg.com

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The Owners - Strata Plan 4275

'Tasman Towers', 30 Marine Parade, THE ENTRANCE NSW  
2261

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## INDIVIDUAL LOT

Lot 12

Associated lots:

Unit no. 12

### Unit entitlements

Levy Entitlement

16.00 / 433.00

### Owners

**Name**

**Address for service of notices**

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Mark Anthony Patty and Amie Leigh Patty

'Tasman Towers', 12/30 Marine Parade, THE ENTRANCE NSW  
2261

**Email Address** amiepatty@gmail.com

**Date of entry** 23/07/2024

**Date of purchase** 23/07/2024

### Mortgages

None

### Leases

None

Result Property Group  
 PO Box 1  
 Kingsgrove NSW 1480  
 Ph: 02 8869 8800  
 Fax: 02 8869 8803  
 admin@resultprop.com

# Owner Ledger

Start Date: 01/12/2022  
 End Date: 31/12/2026  
 Owners: One only

The Owners - Strata Plan 4275 'Tasman Towers', 30 Marine Parade, THE ENTRANCE NSW 2261

Lot 12 Unit 12 Mark Anthony Patty and Amie Leigh Patty UE / AE: 16.00 / 433.00

## Levies

Levy no.	Due date	Frequency	Details	Admin Fund		Capital Works Fund		Interest paid	Discount	Levy type	Status	Group
				Due	Paid	Due	Paid					
			<b>Balance brought forward</b>	0.00			0.00					
1	01/08/2024	Quarterly	Quarterly Admin/Capital Works Levy 01/08/2024 - 31/10/2024	508.08	508.08	1,117.78	1,117.78	0.00	0.00%	Standard	Normal	None
2	01/08/2024	Quarterly	Special Levy for remedial works to be paid off strata loan- Inst. 3 of 4	0.00	0.00	6,466.51	6,466.51	0.00	0.00%	Special	Normal	None
3	01/11/2024	Quarterly	Special Levy for remedial works to be paid off strata loan- Inst. 4 of 4	0.00	0.00	6,466.51	6,466.51	0.00	0.00%	Special	Normal	None
4	01/11/2024	Quarterly	Quarterly Admin/Capital Works Levy 01/11/2024 - 31/01/2025	508.08	508.08	1,117.78	1,117.78	0.00	0.00%	Standard	Normal	None

Current position: Unallocated prepayments \$3.98 Levy arrears & owner invoices due \$0.00 Interest on levy arrears \$0.00

## Receipts

Date	Receipt no.	Subtype	Status	Source	Admin Fund		Capital Works Fund		Unallocated		Cheque no.	Levy no.
					Paid	Interest	Paid	Interest	Paid	Interest		
22/07/2024	1	Receipt	Banked		0.00	0.00	0.00	0.00	3.98	3.98		
24/07/2024		Unalloc money allocation		Levy Posting	1.24	0.00	0.00	0.00	(3.98)	0.00		1
09/08/2024	3	Receipt	Banked		506.84	0.00	0.00	0.00	0.00	1,625.86		1, 2
16/08/2024	8	Receipt	Banked		0.00	0.00	0.00	0.00	0.00	3,233.00		2
26/08/2024	10	Receipt	Banked		0.00	0.00	0.00	0.00	0.00	3,233.51		2, 3
24/10/2024	44	Receipt	Banked		0.00	0.00	0.00	0.00	0.00	1,625.86		3
25/10/2024	45	Receipt	Banked		0.00	0.00	0.00	0.00	0.00	3,233.51		3
29/10/2024	49	Receipt	Banked		508.08	0.00	0.00	0.00	3.98	3,233.00		3, 4

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# INTERIM REPORTS

for the financial year to 31/12/2024

Strata Plan 4275

'Tasman Towers', 30 Marine Parade, THE ENTRANCE NSW  
2261

Manager: Yuliya Sobol

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Income and Expenditure	3

## Balance Sheet

### As at 06/12/2024

The Owners - Strata Plan 4275 'Tasman Towers', 30 Marine Parade, THE ENTRANCE  
NSW 2261

	Current period
<b>Owners' funds</b>	
<b>Administrative Fund</b>	
Operating Surplus/Deficit--Admin	185,341.86
Owners Equity--Admin	(10,619.28)
	174,722.58
<b>Capital Works Fund</b>	
Operating Surplus/Deficit--Capital Works	(329,088.63)
Owners Equity--Capital Works	(407,077.10)
	(736,165.73)
	<b>-\$561,443.15</b>
<b>Net owners' funds</b>	
<b>Represented by:</b>	
<b>Assets</b>	
<b>Administrative Fund</b>	
Cash at Bank--Admin	172,093.51
Receivable--Levies--Admin	4,588.81
Receivable--Owners--Admin	27.54
	176,709.86
<b>Capital Works Fund</b>	
Cash at Bank--Capital Works	153,050.48
Receivable--Levies--Capital Works	10,095.46
Receivable--Levies (Special)--Capital Works	62,493.79
Receivable--Owners--Capital Works	0.08
	225,639.81
<b>Unallocated Money</b>	
Cash at Bank--Unallocated	128.85
	128.85
<i>Total assets</i>	402,478.52
<b>Less liabilities</b>	
<b>Administrative Fund</b>	
Accrued Expenses--Admin	352.00
Creditor--GST--Admin	(1,556.72)
Creditors--Other--Admin	3,192.00
	1,987.28
<b>Capital Works Fund</b>	
Creditor--GST--Capital Works	10,664.24
Creditors--Other--Capital Works	88,677.71
Loan Account--Capital Works	862,463.59
	961,805.54
<b>Unallocated Money</b>	
Prepaid Levies--Unallocated	128.85
	128.85

\* As the previous financial year has not been finalised, the current financial year reporting will not be accurate.

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	<b>Current period</b>
<i>Total liabilities</i>	<u>963,921.67</u>
<b>Net assets</b>	<u><b>-\$561,443.15</b></u>

\* As the previous financial year has not been finalised, the current financial year reporting will not be accurate.

## Income and Expenditure for the financial year-to-date 01/03/2024 to 06/12/2024

The Owners - Strata Plan 4275

'Tasman Towers', 30 Marine Parade, THE ENTRANCE  
 NSW 2261

### Administrative Fund

		Current period 01/03/2024-06/12/2024	Annual budget 01/03/2024-28/02/2025	Previous year 01/03/2023-29/02/2024
<b>Revenue</b>				
142500	Interest on Arrears--Admin	71.08	0.00	0.00
143000	Levies Due--Admin	37,499.94	50,000.00	0.00
144000	Miscellaneous Income--Admin	5,246.04	0.00	0.00
145005	Recovery--Owner	518.95	0.00	0.00
149000	Transfer from Capital Works Fund	308,022.18	0.00	0.00
	<i>Total revenue</i>	351,358.19	50,000.00	0.00
<b>Less expenses</b>				
150251	Accounting--Audit Services	1,320.00	920.00	0.00
150250	Accounting--BAS preparation	210.00	0.00	0.00
150202	Accounting--Tax Return Preparation	0.00	165.00	0.00
153800	Agent Disbursements	2,010.47	2,500.00	0.00
153803	Agent Disburst--Photocopying	1,112.84	2,000.00	0.00
163000	Cleaning	6,299.09	5,000.00	0.00
114	Cleaning - Contract Fee	654.55	0.00	0.00
164600	Doors & Windows	1,490.00	0.00	0.00
164800	Electrical	0.00	500.00	0.00
165000	Electrical Lamps & Tubes	0.00	200.00	0.00
190200	Electricity Rates	2,201.47	3,100.00	0.00
165800	Fire Protection	88.00	0.00	0.00
122	Fire Protection - Repairs	1,160.00	0.00	0.00
165801	Fire Protection--Contract	1,221.64	1,100.00	0.00
166600	Garage Doors	570.84	0.00	0.00
159100	Insurance--Premiums	27,841.77	16,500.00	0.00
169600	Intercom	272.73	0.00	0.00
153201	Legal Fees	1,800.00	0.00	0.00
170201	Lift--Maintenance Contract	9,504.36	12,000.00	0.00
170203	Lift--Registration Fees	83.36	77.00	0.00
170204	Lift--Servicing/Repair	585.00	0.00	0.00
170205	Lift--Telephone	93.00	0.00	0.00
170601	Loan Repayment	93,043.38	0.00	0.00
170600	Locks, Keys & Card Keys	145.00	750.00	0.00
154000	Management Fees--Contract Fee	10,036.92	7,362.00	0.00
171400	Miscellaneous	0.00	(3,385.00)	0.00
172200	Plumbing & Drainage	549.00	0.00	0.00
155400	Registration/License/Permit Fees	88.00	88.00	0.00
152	Strata Management Disbursement - Compile/Complete ltr	3,634.91	1,200.00	0.00

**Administrative Fund**

	<b>Current period</b> 01/03/2024-06/12/2024	<b>Annual budget</b> 01/03/2024-28/02/2025	<b>Previous year</b> 01/03/2023-29/02/2024
<i>Total expenses</i>	166,016.33	50,077.00	0.00
<b>Surplus/Deficit</b>	185,341.86	(77.00)	0.00
Opening balance	(10,619.28)	(10,619.28)	(10,619.28)
<b>Closing balance</b>	<b>\$174,722.58</b>	<b>-\$10,696.28</b>	<b>-\$10,619.28</b>

**Capital Works Fund**

	<b>Current period</b> 01/03/2024-06/12/2024	<b>Annual budget</b> 01/03/2024-28/02/2025	<b>Previous year</b> 01/03/2023-29/02/2024	
<b>Revenue</b>				
242500	Interest on Arrears--Capital Works	1,214.34	0.00	0.00
243100	Levies Due (Special)--Capital Works	477,272.64	0.00	0.00
243000	Levies Due--Capital Works	82,500.03	110,000.00	0.00
243002	Loan--Capital Works	0.00	700,000.00	0.00
	<i>Total revenue</i>	560,987.01	810,000.00	0.00
<b>Less expenses</b>				
257400	Admin--Transfer to Admin Fund	308,022.18	0.00	0.00
232	CAPITAL FUND - Consultant	52,390.00	75,000.00	0.00
267409	Defect Repairs	486,854.28	850,000.00	0.00
291004	Loan Repayments Including Interest--Capital Works	29,512.82	100,800.00	0.00
264200	Maint Bldg--Consultants	5,550.00	0.00	0.00
264400	Maint Bldg--Contingency	0.00	50,000.00	0.00
264800	Maint Bldg--Electrical	0.00	13,000.00	0.00
271600	Maint Bldg--Painting & Surface Finishes	418.00	0.00	0.00
272200	Maint Bldg--Plumbing & Drainage	2,802.00	3,500.00	0.00
272201	Maint Bldg--Water Penetration	726.36	0.00	0.00
264202	Miscellaneous - Capital	3,800.00	(85,590.00)	0.00
	<i>Total expenses</i>	890,075.64	1,006,710.00	0.00
	<b>Surplus/Deficit</b>	(329,088.63)	(196,710.00)	0.00
	Opening balance	(407,077.10)	(407,077.10)	(407,077.10)
	<b>Closing balance</b>	-\$736,165.73	-\$603,787.10	-\$407,077.10

## Expenditure By Account for the financial year from 01/03/2024 to 18/07/2024

**The Owners Corporation SP4275**

**Tasman Towers, 30 Marine Parade, THE ENTRANCE NSW  
2261**

Date	Details	Payee	Amount	GST	Type	Ref.No.	Payment
<b>Administrative Fund</b>							
23/05/2024	GST payment from Administrative Fund	Australian Taxation Office	1,450.00	0.00	BPAY	8643203914 59460	37
23/05/2024	GST refund to Administrative Fund	Australian Taxation Office	(1,133.00)	0.00	BPAY	8643203914 59460	37
			<b>\$317.00</b>				<b>\$0.00</b>
<b>Admin--Auditors--Audit Services 150800</b>							
14/06/2024	Audit fee for the period 1/3/23 - 29/2/24	Kelly & Partners (North Sydney)	1,452.00	132.00	DE	121429	000379
			<b>\$1,452.00</b>				<b>\$132.00</b>
<b>Admin--Fire Certificate - Annual 151930</b>							
19/04/2024	Annual Fire Certification	Central Coast Council AFSS	88.00	0.00	BPAY	04194759	36
			<b>\$88.00</b>				<b>\$0.00</b>
<b>Admin--Insurance 152955</b>							
18/07/2024	Insurance commission expected on renewal	Platinum Strata Management	3,870.15	351.83	DE	Final	000386
			<b>\$3,870.15</b>				<b>\$351.83</b>
<b>Admin--Legal &amp; Debt Collection Fees 153200</b>							
14/07/2024	Issue Stage 1 Reminder Notice June 2024	Platinum Strata Management	55.00	5.00	DE		000385
			<b>\$55.00</b>				<b>\$5.00</b>
<b>Admin--Management Fees--Disbursements 154001</b>							
08/03/2024	Receipting manually February 2024	Platinum Strata Management	2.20	0.20	DE		000348
08/03/2024	Archive & Storage Fee February 2024	Platinum Strata Management	5.50	0.50	DE		000348
08/03/2024	OC Mandatory Reports under Reg 37 February 2024	Platinum Strata Management	9.90	0.90	DE		000348
08/03/2024	General Bulk Mailout Letter to Owners, Agents or t	Platinum Strata Management	27.50	2.50	DE		000348
09/04/2024	General Bulk Mailout Letter to Owners, Agents or t	Platinum Strata Management	55.00	5.00	DE		000359
09/04/2024	Issue Levy Notices March 2024	Platinum Strata Management	24.70	2.25	DE		000359
09/04/2024	Mobile Phone calls March 2024	Platinum Strata Management	1.10	0.10	DE		000359
09/04/2024	Archive & Storage Fee March 2024	Platinum Strata Management	5.50	0.50	DE		000359
09/04/2024	OC Mandatory Reports under Reg 37 March 2024	Platinum Strata Management	9.90	0.90	DE		000359
03/05/2024	Common Seal - Stamping of documents April 2024	Platinum Strata Management	66.00	6.00	DE		000364
03/05/2024	General Bulk Mailout Letter to Owners, Agents or t	Platinum Strata Management	27.50	2.50	DE		000364
03/05/2024	Lift Registration Processing Fee April 2024	Platinum Strata Management	110.00	10.00	DE		000364
03/05/2024	Archive & Storage Fee April 2024	Platinum Strata Management	5.50	0.50	DE		000364
03/05/2024	OC Mandatory Reports under Reg 37 April 2024	Platinum Strata Management	9.90	0.90	DE		000364
05/06/2024	Common Seal - Stamping of documents May 2024	Platinum Strata Management	33.00	3.00	DE		000377
05/06/2024	General Bulk Mailout Letter to Owners, Agents or t	Platinum Strata Management	55.00	5.00	DE		000377
05/06/2024	Mobile Phone calls May 2024	Platinum Strata Management	8.80	0.80	DE		000377
05/06/2024	Archive & Storage Fee May 2024	Platinum Strata Management	5.50	0.50	DE		000377

Details	Payee	Amount	GST	Type	Ref.No.	Payment
<b>Administrative Fund</b>						
05/06/2024	OC Mandatory Reports under Reg 37 May 2024	Platinum Strata Management	9.90	0.90	DE	000377
28/06/2024	Disbursement upon closure of accounts	Platinum Strata Management	(82.50)	7.50	DE June 24	000384
14/07/2024	General Bulk Mailout Letter to Owners, Agents or t	Platinum Strata Management	192.50	17.50	DE	000385
14/07/2024	Issue Levy Notices June 2024	Platinum Strata Management	46.80	4.25	DE	000385
14/07/2024	Mobile Phone calls June 2024	Platinum Strata Management	3.30	0.30	DE	000385
14/07/2024	Mobile Phone calls June 2024	Platinum Strata Management	27.50	2.50	DE	000385
14/07/2024	Bylaws by email June 2024	Platinum Strata Management	5.50	0.50	DE	000385
14/07/2024	Archive & Storage Fee June 2024	Platinum Strata Management	5.50	0.50	DE	000385
14/07/2024	OC Mandatory Reports under Reg 37 June 2024	Platinum Strata Management	9.90	0.90	DE	000385
14/07/2024	Strata Hub Registration Charge June 2024	Platinum Strata Management	150.00	13.64	DE	000385
18/07/2024	Rev incorrect entry	Platinum Strata Management	(82.50)	(7.50)	DE CREDIT NOTE	000386
18/07/2024	July 24 Disbursements	Platinum Strata Management	1,298.12	118.01	DE Final	000386
			<b>\$2,211.52</b>	<b>\$201.05</b>		
<b>Admin--Management Fees--Management Fee 154100</b>						
08/03/2024	Standard Management Fee February 2024	Platinum Strata Management	594.40	54.04	DE	000348
09/04/2024	Standard Management Fee March 2024	Platinum Strata Management	608.85	55.35	DE	000359
03/05/2024	Standard Management Fee April 2024	Platinum Strata Management	608.85	55.35	DE	000364
05/06/2024	Standard Management Fee May 2024	Platinum Strata Management	608.85	55.35	DE	000377
28/06/2024	Management Fee - final	Platinum Strata Management	(138.60)	12.60	DE June 24	000384
14/07/2024	Standard Management Fee June 2024	Platinum Strata Management	608.85	55.35	DE	000385
18/07/2024	July Management Fee	Platinum Strata Management	608.85	55.35	DE Final	000386
18/07/2024	Rev Incorrect Entry	Platinum Strata Management	(138.60)	(12.60)	DE CREDIT NOTE	000386
18/07/2024	Management fees (7 months payout)	Platinum Strata Management	4,261.95	387.45	DE Final	000386
			<b>\$7,900.60</b>	<b>\$718.24</b>		
<b>Admin--Management Fees--Professional Fees 154160</b>						
09/04/2024	Time Charging March 2024	Platinum Strata Management	387.49	35.23	DE	000359
03/05/2024	Time Charging April 2024	Platinum Strata Management	208.33	18.94	DE	000364
05/06/2024	Time Charging May 2024	Platinum Strata Management	40.00	3.64	DE	000377
05/06/2024	BAS Prep and lodgement May 2024	Platinum Strata Management	126.50	11.50	DE	000377
14/07/2024	Time Charging June 2024	Platinum Strata Management	922.25	83.84	DE	000385
18/07/2024	Schedule B charges 6 months av\$316.75pm	Platinum Strata Management	1,900.50	172.77	DE Final	000386
18/07/2024	July Sch B	Platinum Strata Management	413.34	37.58	DE Final	000386
			<b>\$3,998.41</b>	<b>\$363.50</b>		
<b>Admin--Photocopy/ Stationery/Postage 154800</b>						
08/03/2024	DL Postage including envelope & handling February	Platinum Strata Management	3.28	0.30	DE	000348
08/03/2024	Emails February 2024	Platinum Strata Management	15.40	1.40	DE	000348
08/03/2024	Large Postage B5/C5 February 2024	Platinum Strata Management	6.26	0.57	DE	000348
08/03/2024	Photocopying/Printing February 2024	Platinum Strata Management	7.15	0.65	DE	000348
09/04/2024	Photocopying/Printing March 2024	Platinum Strata Management	34.65	3.15	DE	000359
09/04/2024	Large Postage B5/C5 March 2024	Platinum Strata Management	3.13	0.28	DE	000359
09/04/2024	DL Postage including envelope & handling March 202	Platinum Strata Management	27.88	2.53	DE	000359
09/04/2024	Email Levy Notice March 2024	Platinum Strata Management	6.00	0.55	DE	000359
09/04/2024	Emails March 2024	Platinum Strata Management	28.60	2.60	DE	000359

Details

Payee

Amount

GST Type

Ref.No.

Payment

**Administrative Fund**

Date	Details	Payee	Amount	GST	Type	Ref.No.	Payment
03/05/2024	Emails April 2024	Platinum Strata Management	30.80	2.80	DE		000364
03/05/2024	Photocopying/Printing April 2024	Platinum Strata Management	28.05	2.55	DE		000364
03/05/2024	Laminating Fee for Compliance Certificates - per p	Platinum Strata Management	5.50	0.50	DE		000364
03/05/2024	Large Postage B5/C5 April 2024	Platinum Strata Management	11.19	1.02	DE		000364
05/06/2024	DL Postage including envelope & handling May 2024	Platinum Strata Management	1.94	0.18	DE		000377
05/06/2024	DL Postage including envelope & handling May 2024	Platinum Strata Management	18.60	1.69	DE		000377
05/06/2024	Emails May 2024	Platinum Strata Management	83.60	7.60	DE		000377
05/06/2024	Photocopying/Printing May 2024	Platinum Strata Management	18.15	1.65	DE		000377
05/06/2024	Large Postage B5/C5 May 2024	Platinum Strata Management	3.73	0.34	DE		000377
14/07/2024	DL Postage including envelope & handling June 2024	Platinum Strata Management	34.92	3.17	DE		000385
14/07/2024	Email Levy Notice June 2024	Platinum Strata Management	2.40	0.22	DE		000385
14/07/2024	Email Levy Notice June 2024	Platinum Strata Management	14.40	1.31	DE		000385
14/07/2024	Emails June 2024	Platinum Strata Management	24.20	2.20	DE		000385
14/07/2024	Emails June 2024	Platinum Strata Management	24.20	2.20	DE		000385
14/07/2024	Emails June 2024	Platinum Strata Management	33.00	3.00	DE		000385
14/07/2024	Emails June 2024	Platinum Strata Management	114.40	10.40	DE		000385
14/07/2024	Emails June 2024	Platinum Strata Management	26.40	2.40	DE		000385
14/07/2024	Photocopying/Printing June 2024	Platinum Strata Management	22.00	2.00	DE		000385
14/07/2024	Photocopying/Printing June 2024	Platinum Strata Management	117.70	10.70	DE		000385
14/07/2024	Photocopying/Printing June 2024	Platinum Strata Management	336.60	30.60	DE		000385
14/07/2024	Photocopying/Printing June 2024	Platinum Strata Management	0.55	0.05	DE		000385
14/07/2024	Large Postage B5/C5 June 2024	Platinum Strata Management	7.46	0.68	DE		000385
14/07/2024	Large Postage B5/C5 June 2024	Platinum Strata Management	65.60	5.96	DE		000385
18/07/2024	July 2024 Photocopying, Stationery & Postage	Platinum Strata Management	66.38	6.03	DE	Final	000386

**\$1,224.12      \$111.28**

**Admin--Strata Hub Registration Fees 156500**

18/06/2024	Rev - incorrect date entered		72.00	0.00	Jnl		8903
28/06/2024	Strata Hub Registration Fee	Strata Hub - NSW Government	72.00	0.00	BPAY	9318456716	38

**\$144.00      \$0.00**

**Maint Bldg--Cleaning 163000**

11/03/2024	Replaced light bulb & cleaned Level 1 7/12/23	Deb's Domestic Duties	60.00	0.00	DE	306	000349
15/03/2024	Cleaning February 24	Deb's Domestic Duties	320.00	0.00	DE	316	000350
12/04/2024	Cleaning March 24	Deb's Domestic Duties	320.00	0.00	DE	322	000360
10/05/2024	Cleaning April 24	Deb's Domestic Duties	320.00	0.00	DE	331	000369

**\$1,020.00      \$0.00**

**Maint Bldg--Doors & Windows 164600**

15/03/2024	Serviced & repaired windows in U2	Fix A Door	462.00	42.00	DE	WO0575	000351
26/03/2024	Repairs & service to front door	B&M Site Services	297.00	27.00	DE	2403014	000355
26/03/2024	Service & repairs to U12 laundry window	Fix A Door	165.00	15.00	DE	WO0587	000357
03/05/2024	Repairs to common area level 3 window	Fix A Door	165.00	15.00	DE	WO0617	000366

**\$1,089.00      \$99.00**

**Maint Bldg--Fire--Contract 165801**

10/05/2024	Fire & Emergency Equipment Servicing to AS1851	Be-Sure Workplace Safety Pty	279.84	25.44	DE	INV-2829	000368
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Details

		Payee	Amount	GST	Type	Ref.No.	Payment
<b>Administrative Fund</b>							
<b>Maint Bldg--Garage Doors 166600</b>			<b>\$279.84</b>	<b>\$25.44</b>			
31/05/2024	Reimb for the removal of U9&10 garage doors	Amie Patty	570.84	0.00	DE	24052024	000375
<b>Maint Bldg--Intercom--Service/Repairs 169600</b>			<b>\$570.84</b>	<b>\$0.00</b>			
12/04/2024	Repairs to U2 intercom	Featon Locksmiths	180.00	16.36	DE	18186	000361
10/05/2024	Repairs to U12 intercom handset	Featon Locksmiths	120.00	10.91	DE	18510	000370
<b>Maint Bldg--Lift--Maintenance Contract 170201</b>			<b>\$300.00</b>	<b>\$27.27</b>			
15/03/2024	Lift service contract 1/4/24 - 30/6/24	Otis Elevator Company Pty Ltd	3,137.12	285.19	DE	1967047	000353
21/06/2024	Lift service contract 1/7/24 - 30/9/24	Otis Elevator Company Pty Ltd	3,239.42	294.49	DE	1985011	000382
<b>Maint Bldg--Lift--Registration Fees 170203</b>			<b>\$6,376.54</b>	<b>\$579.68</b>			
24/05/2024	Reimbursement for Lift Registration	Platinum Strata Management	83.36	0.00	DE	26042024	000374
<b>Maint Bldg--Lift--Telephone 170205</b>			<b>\$83.36</b>	<b>\$0.00</b>			
15/03/2024	Sim card charge 1/4/24 - 30/6/24	Otis Elevator Company Pty Ltd	102.30	9.30	DE	1967047	000353
<b>Maint Bldg--Locks, Keys &amp; Card Keys 170600</b>			<b>\$102.30</b>	<b>\$9.30</b>			
14/06/2024	Supply & installed noticeboard padlock and keys	Northlakes Locksmiths	159.50	14.50	DE	16373	000380
<b>Utility--Electricity 190200</b>			<b>\$159.50</b>	<b>\$14.50</b>			
12/04/2024	Electricity charges 11/1/24 - 9/4/24	Energy Australia	803.14	73.01	BPAY	1003723820 35 0000	
			<b>\$803.14</b>	<b>\$73.01</b>			
<b>Total expenditure</b>			<b>\$32,045.32</b>	<b>\$2,711.10</b>			



Level 33, 101 Miller Street  
North Sydney NSW 2060

PO BOX 500, North Sydney NSW 2059

## Certificate of Currency

### CHU Residential Strata Insurance Plan

<b>Policy No</b>	<b>HU0000018753</b>
<b>Policy Wording</b>	CHU RESIDENTIAL STRATA INSURANCE PLAN
<b>Period of Insurance</b>	18/09/2024 to 18/09/2025 at 4:00pm
<b>The Insured</b>	THE OWNERS - STRATA PLAN 4275
<b>Situation</b>	30 MARINE PARADE THE ENTRANCE NSW 2261

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#### Policies Selected

##### Policy 1 – Insured Property

Building: \$17,140,000  
Common Area Contents: \$171,400  
Loss of Rent & Temporary Accommodation (total payable): \$2,571,000

##### Policy 2 – Liability to Others

Sum Insured: \$30,000,000

##### Policy 3 – Voluntary Workers

Death: \$200,000  
Total Disablement: \$2,000 per week

##### Policy 4 – Fidelity Guarantee

Sum Insured: \$250,000

##### Policy 5 – Office Bearers' Legal Liability

Sum Insured: \$1,000,000

##### Policy 6 – Machinery Breakdown

Not Selected

##### Policy 7 – Catastrophe Insurance

Sum Insured: \$2,571,000  
Extended Cover - Loss of Rent & Temporary Accommodation: \$385,650  
Escalation in Cost of Temporary Accommodation: \$128,550  
Cost of Removal, Storage and Evacuation: \$128,550

##### Policy 8 – Government Audit Costs and Legal Expenses

Government Audit Costs: \$25,000  
Appeal expenses – common property health & safety breaches: \$100,000  
Legal Defence Expenses: \$50,000



**Policy 9 – Lot owners’ fixtures and improvements (per lot)**

Sum Insured: \$250,000

**Flood Cover is included.**

Date Printed

19/09/2024

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording QM562-1023 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.



# BIV REPORTS PTY LIMITED

Building Insurance Valuations · 10 Year Plans · Safety Reports (Civil Liability + WHS)  
Asbestos Reports (Registers + Management Plans) · Life Cycle Maintenance Reports

**Strata Compliance Specialists since 1983**

ABN 60 508 188 246

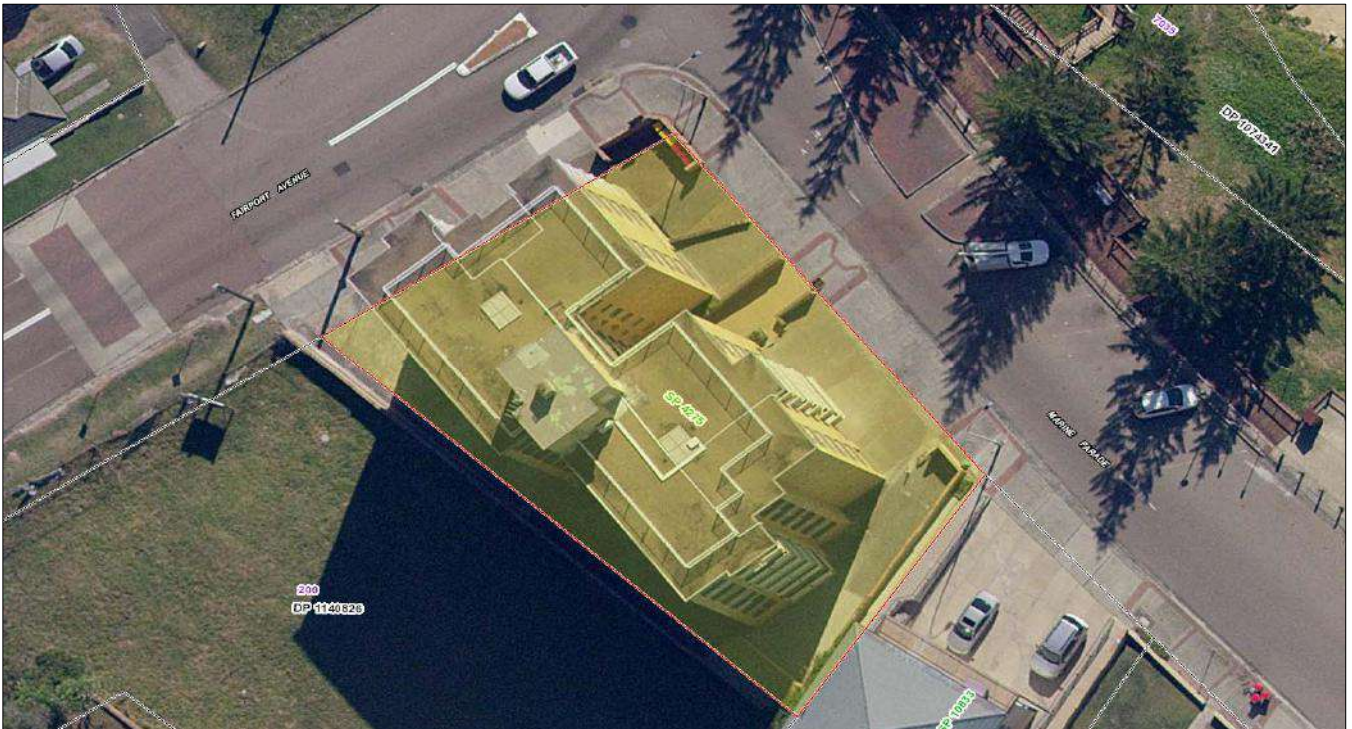
## Building Insurance Valuation

Physically inspected on: 18 April 2019

Date of this Report: 10 August 2023



30 Marine Parade, The Entrance :: SP4275





# BIV REPORTS PTY LIMITED

Building Insurance Valuations · 10 Year Plans · Safety Reports (Civil Liability + WHS)  
Asbestos Reports (Registers + Management Plans) · Life Cycle Maintenance Reports

**Strata Compliance Specialists since 1983**

ABN 60 508 188 246

The Owners of SP4275  
30 Marine Parade, The Entrance

10 August 2023

Dear Owners,

**RE: Building Insurance Valuation - SP4275 - 30 Marine Parade, The Entrance**

Thank you for your instructions to provide a Building Insurance Valuation for your scheme.

You will find that our Reports are easy to read and understand, however if you have any questions, feel free to contact us directly.

Over 85% of all Strata Managers in Western Australia and 66% in NSW utilise our services to carry out various strata compliance reports including Capital Works Fund Plans, Safety Reports, Building Insurance Valuations, Asbestos Registers and Asbestos Management Plans.

Our Building Insurance Valuations are supported by the Australian Construction Costs Guide (Rawlinsons) as well as the costings of recent developments when we can obtain that information. We also construct our own developments so we are intimately familiar with the actual construction costs, and professional fees.

Over 75% of the Insurance Valuations that I peer review are over-valued, and typically where inexperienced people attempt to 'cover themselves' by erring on the higher range of estimates. All this does is cost the Owners more in premiums for no good reason. So if my valuation is less than the last one you relied upon, do not be alarmed, you are simply re-calibrating to the correct figure.

Our other services include:

- Asbestos Registers + Management Plans      - Safety Reports      - Capital Works Fund Plans

The above Reports are carried out on all types of property including retail, commercial, industrial, residential, high rise towers, CBD, marinas, stratum, non-strata and others.

Contact your Strata Manager to engage us to provide any of the above additional Reports, or alternately contact us if you have any questions on these Reports.

Your sincerely,

**Wal Dobrow** FAPI FRICS FREI REIV(Aust) CDP CPP CPV FSSP  
Director - Certified Practicing Valuer, Chartered Valuation Surveyor  
Cert IV WHS, Asbestos qualifications, Past Fire Safety Practitioner



# Building Insurance Valuation Certificate of Value

*In accordance with the Strata Schemes Management Act 2015 (NSW) (s161) and the Strata Schemes Management Regulation 2016 (NSW) (clause 39). This is to certify both the Replacement Cost (total destruction) and the Reinstatement Cost (damaged but not destroyed) of the buildings and other improvements of the Strata Plan described herein.*

<b>Reported interest of:</b>	<i>The Registered Proprietors of SP4275</i>
<b>Address of property:</b>	<i>30 Marine Parade, The Entrance</i>
<b>Land description:</b>	<i>Lots 1-24 and the Common Property</i>
<b>Subject Improvements:</b> <i>(Brief description only)</i>	<i>Eight level unit complex with car accommodation</i>
<b>Registration date &amp; brief description:</b>	<i>Registered 1969, masonry, lift, landscaped areas, and average finish</i>
<b>Normal items and events included in the value ascribed below:</b>	<i>Replacement and Reinstatement Cost of the improvements, demolition and removal of debris, architects and other professional fees, 36 months allowance for rise and fall in building costs, including GST</i>
<b>Date Prepared:</b>	<i>10 August 2023</i>
<b>Date of Valuation:</b>	<i>10 August 2023</i>
<b>Certificate Number:</b>	<i>72603</i>

*In accordance with the comments made within this Certificate and based upon Building Costs reasonably available as at the Date Prepared, we are of the opinion that the Building Costs including the items listed above and in modern materials as at the Date of Valuation, can be fairly expressed in the amount of*

**Replacement: \$13,180,000    Reinstatement: \$17,140,000**

This certificate is for the use of the party to whom it is addressed and for no other purpose. No responsibility is accepted to any third party who may use or rely on the whole or any part of the content of this certificate. Neither the whole nor any part of this certificate or any reference thereto may be included in any published document, circular or statement or published in any way without our written approval of the form and context in which it may appear.

This Certificate should be read in conjunction with Page 2 including the disclaimers contained therein.

# Building Insurance Valuation

## Summary of Calculations

**Reported interest of:** The Registered Proprietors of SP4275  
**Address of property:** 30 Marine Parade, The Entrance

<b>Estimated Replacement cost of all buildings and other improvements</b>	<b>\$9,140,861</b>
<b>Add an allowance for demolition &amp; removal of debris</b>	<b>\$261,900</b>
<b>Add an allowance for professional fees</b>	<b><u>\$752,221</u></b>
<b>Sub total (rounded)</b>	<b>\$10,154,981</b>
<b>Allow for escalation in costs for 36 months</b>	<b>\$1,827,897</b>
<b>Add GST</b>	<b><u>\$1,198,288</u></b>
<b>Total (rounded)</b>	<b>\$13,181,166</b>
<b>Recommended Sum Insured on a Replacement basis only</b>	<b>\$13,180,000</b>

**Additional items and events to be insured:** Nil

No responsibility is accepted for any unforeseen change in the market in the future. This Certificate of Value has been prepared on the basis of instruction being for both Replacement and Reinstatement of the Building for Insurance purposes only and for no other purpose. A comprehensive valuation report should be commissioned if a party intends to change their financial position relating to the above property or interest. For example, a valuation for market value purposes would include detailed commentary relating to any risks associated with the property.

Any estimate includes an escalation for reasonable growth perceived today, and from the Date of Preparation to the date of likely completion of construction. No responsibility is accepted for any unforeseen change in the market in the future. As the Owners' liability is unlimited they should view the recommended sum insured as a minimum amount and consider insuring for a higher amount if they believe their particular circumstances warrants it. Areas have been calculated from our on-site measurements of the external parts of the building and or the subject Strata, Community or similar Plan. Building plans or building surveys should be provided to the Valuer if the Owners requires a more accurate assessment of areas.

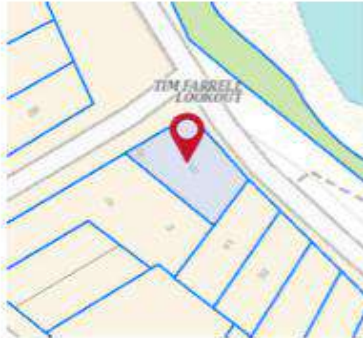
As we are not town planners and nor have we been provided with town planning advice this Certificate does not cover loss of floor space or use if the zoning does not allow re-building of the existing improvements, and assumes that the existing improvements can be rebuilt on the subject site in accordance with the relevant planning instruments. You are to ensure that your particular insurance policy provides further allowance for any rebuilding on another site, that is, additional allowance for purchasing another site, amongst other things. As the Owners can choose whether an insurance policy will include further allowances for additional items such as alternate accommodation or catastrophic events (such as earthquakes or floods), we do not make an allowance for those additional optional items.

The above has been calculated in accordance with valuation best practice or the relevant Act and Regulation. The recommended sum insured is calculated from an amalgam of estimates and single figures for both Replacement and Reinstatement are provided for practical purposes from within a range of values and a combination of a range of estimates. We have relied upon either Rawlinsons, or recent construction projects to assess the cost of replacement in modern materials and do not accept responsibility for any errors from the above providers of source data. Our inspection of the building does not include inaccessible areas of the property nor do we identify or comment on the structural integrity, rot, defect, infestation of the improvements.

**Annexures**

# Property Report

30 MARINE PARADE THE ENTRANCE 2261



## Property Details

Address: 30 MARINE PARADE THE ENTRANCE 2261  
 Lot/Section /Plan No: CPI-/SP4275  
 Council: CENTRAL COAST COUNCIL

## Summary of planning controls

Planning controls held within the Planning Database are summarised below. The property may be affected by additional planning controls not outlined in this report. Please contact your council for more information.

Local Environmental Plans	Central Coast Local Environmental Plan 2022 (pub. 30-6-2023)
Land Zoning	R3 - Medium Density Residential: (pub. 21-4-2023)
Height Of Building	12 m
Floor Space Ratio	0.9:1
Minimum Lot Size	NA
Heritage	NA
Land Reservation Acquisition	NA
Foreshore Building Line	NA
Acid Sulfate Soils	Class 5

## Detailed planning information

### State Environmental Planning Policies which apply to this property

State Environmental Planning Policies can specify planning controls for certain areas and/or types of development. They can also identify the development assessment system that applies and the type of environmental assessment that is required.

This report provides general information only and does not replace a Section 10.7 Certificate (formerly Section 149)

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Annexures

# Property Report

30 MARINE PARADE THE ENTRANCE 2261

- State Environmental Planning Policy (Biodiversity and Conservation) 2021: Allowable Clearing Area (pub. 21-10-2022)
- State Environmental Planning Policy (Biodiversity and Conservation) 2021: Land Application (pub. 2-12-2021)
- State Environmental Planning Policy (Biodiversity and Conservation) 2021: Subject Land (pub. 2-12-2021)
- State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004: Land Application (pub. 25-6-2004)
- State Environmental Planning Policy (Exempt and Complying Development Codes) 2008: Land Application (pub. 12-12-2008)
- State Environmental Planning Policy (Housing) 2021: Land Application (pub. 26-11-2021)
- State Environmental Planning Policy (Industry and Employment) 2021: Land Application (pub. 2-12-2021)
- State Environmental Planning Policy (Planning Systems) 2021: Land Application (pub. 2-12-2021)
- State Environmental Planning Policy (Primary Production) 2021: Land Application (pub. 2-12-2021)
- State Environmental Planning Policy (Resilience and Hazards) 2021: Land Application (pub. 2-12-2021)
- State Environmental Planning Policy (Resilience and Hazards) 2021: Land Application (pub. 23-9-2022)
- State Environmental Planning Policy (Resilience and Hazards) 2021: Subject Land (pub. 23-9-2022)
- State Environmental Planning Policy (Resources and Energy) 2021: Land Application (pub. 2-12-2021)
- State Environmental Planning Policy (Transport and Infrastructure) 2021: Land Application (pub. 2-12-2021)
- State Environmental Planning Policy No 65—Design Quality of Residential Apartment Development: Land Application (pub. 26-7-2002)

## Other matters affecting the property

Information held in the Planning Database about other matters affecting the property appears below. The property may also be affected by additional planning controls not outlined in this report. Please speak to your council for more information

Local Aboriginal Land Council	DARKINJUNG
Regional Plan Boundary	Central Coast

This report provides general information only and does not replace a Section 10.7 Certificate (formerly Section 149)

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## Appendix A

### Helpful Guide in choosing the right supplier for strata compliance reports

#### Things that owners and committee members should be aware of

Firstly, some Reports available in the market are NOT the same. Some Reports are offered by suppliers with limited experience, lack detail, or a proper understanding of the legislative requirements and the true task. Just because a Report is cheaper, it can be a significant false economy and can place the owners at financial risk and compliance risk.

#### Why get our Reports

We are the most knowledgeable and experienced Compliance Report providers in the strata industry. Our service is excellent and our fees are competitive. We are National Partners with the Strata Community Association and are regularly requested to provide advice on the interpretation and compliance with risk and safety procedures, legislation and to make presentations (ie 2022 Joint presentation with the General Manager - WorkSafe on the WHS legislation to Strata Managers). Some of our contributions include

- 10+ years on the Strata Industry Working Group advising the land titles office + State Govt,
- Reviewed and adjusted the Cert IV + Diploma Courses in Strata Community Management,
- COAG appointed to determine qualifications, training, experience for all Valuers in Aust,
- Wrote the majority of the Expert Witness TIP Guide for all API Valuers in Aust and NZ,
- 10+ years training Expert Witnesses for the Aust Prop Institute in State + Federal Courts,
- Invited onto the Fire Protection Association Accreditation (Review) Reference Group,
- Wrote the Risk Management Module - Strata Manager Licencing, approved by Fair Trading.

Simply put, we know strata and community property intimately, as well as the legislative compliance requirements.

#### Our Reports are genuinely Easy to Read and Understand

Our ideas and practical recommendations for compliance are robust and unique, which assists the Owners to reduce their risk from (1) being sued for negligence and (2) comply with the legislation in a cost effective manner.

#### Building Insurance Valuations

We have been carrying out valuations for strata properties since the early 1980's as Registered Valuers, and specialise in construction costs for both strata and community schemes. We know the accurate construction costs as we have extensive experience in developing and building our own properties and pay these costs, and not purely speculate from some book.

Over 75% of the insurance valuations that I peer review are over-valued. Inexperienced consultants attempt to 'cover' themselves by over valuing. We do not over-value, nor under-value, we provide a mid-range recommended sum insured valuation.

## Safety Reports

As owners have unlimited liability in dealing with their properties, it is very important to ensure that your consultant is properly qualified to assess risk, and is experienced in making practical, effective and cost saving recommendations.

We have Cert IV WHS qualifications, and extensive experience in analysing negligence cases throughout Australia for nearly two decades. Our Safety Reports cover both the WHS legislation, as well as Civil Liability legislation to minimise the risk of being prosecuted or being sued in negligence.

## 10 Year Plans

The format of our Plans is easy to read and understand, and we carry out the mathematics correctly so that our recommended contributions are practical, proven and not excessive. These Plans provide contributions for items of a capital and non-recurring nature. We do not charge for updates to the Plan in the short term (6 months).

These are Savings Plans not Spending Plans and assist the owners in a form of forced savings on a user-pays basis. We also provide a recommended contribution for each lot and for each year of the Plan.

## Asbestos Reports

Our Asbestos Reports include both an Asbestos Register and an Asbestos Management Plan that comply with legislation as well as the National Codes of Practice. Significant fines apply when these are not available in a workplace, and some insurers are now insisting on these Reports before they even look at a property to insure.

We provide the National Safe Work practices within our Asbestos Report, which assists contractors that rely upon the Asbestos Report in order to keep your property safe. We have all four asbestos qualifications, and choose not to be licensed to provide advice that is independent from any physical asbestos work. Our qualifications include Independent Asbestos Assessor, and Asbestos Supervisor for both Friable and Non-friable asbestos.

## Common Property (Life Cycle) Maintenance Reports

Insurers are becoming highly selective of which schemes they may choose to insure. Each scheme has to be competitive and demonstrate that their actions and plans will minimise losses to the insurer. Our comprehensive and detailed Maintenance Report will become one of the more important tools looked at by insurers, as well as assisting owners to prove that they are keeping their property safe for visitors and residents.

I trust the above assists you in your deliberations for your strata compliance consultant, and if you have any questions, feel free to call for further advice.



**Wal Dobrow** FAPI FRICS FREI REIV(Aust) CDP CPP FSSP  
 Director - Certified Practicing Valuer, Chartered Valuation Surveyor  
 Cert IV WHS, Asbestos qualifications, Past Fire Safety Practitioner



# EASY RENEWAL FORM <sup>TM</sup>

Send to: [biv@biv.com.au](mailto:biv@biv.com.au)

This Insurance Valuation was completed around August 2023 with a recommended renewal of one year, (about 10 August 2024). If a Work Order is issued for an update Report before the renewal date shown, then the fee will be the discounted renewal fee and not some fee applying at some future date.

**Renewal Date: 10 Aug 2024**

**Renewal Fee: \$627**

**Our 'we will beat any competitors written quote by 12%' still prevails over the above fee**

From:

Contact:

Email:

Phone:

## SP4275 : 30 Marine Parade, The Entrance : 24 Lots

**Date report required:** ...../...../..... **Is this date a:**  LIKE to have by date, or  MUST have by date

**Access to Property** (if required, ie security building) **Is this person:**  provided for access only  a MUST MEET for info

Contact: ..... Ph: .....

**If a MUST MEET** for information **Can this person provide:**  info by phone or email, or  a 'real' Must Meet on site

### Additional Reports:

**Discounts apply if you order Additional Reports for the same property before**

The discounts are 5% discount for one Additional Report; 10% for the next two Additional Reports, and 15% for all three Additional Reports.

**10 February 2024**

	<u>Normal fee</u> for each Report	<u>Rate</u> per Lot	<u>Maximum</u> 15% disc. fee
<input type="checkbox"/> Safety Report	\$572	\$23.83	\$484
<input type="checkbox"/> Asbestos Report	\$759	\$31.63	\$638
<input type="checkbox"/> Capital Works Plan	\$759	\$31.63	\$638
<input type="checkbox"/> Other			

**Our 'we will beat any competitors written quote by 12%' prevails over the above fees as well**

Special instructions: If a Sinking Fund Plan please provide: Financial Year End + Fund Balance + Contribution.

Signed: ..... I/We undertake to be responsible for all fees incurred as mentioned hereon.

Dated: ...../...../..... We agree that any liability is limited to the amount of the fee agreed or paid.

'Tasman Towers'

**NOTICE OF A STRATA COMMITTEE MEETING OF THE OWNERS OF STRATA PLAN 4275**

A Strata Committee Meeting of "THE OWNERS - SP 4275" will hold a Meeting on **Tuesday 30 July 2024** in the offices of Result Property Group and by audio/visual link. **The Meeting will commence at 2.30PM.**

Join Zoom Meeting

<https://us02web.zoom.us/j/88028106381?pwd=I6PQhjBYSBEaRgYktsaaZ12dLjOwWX.1>

Meeting ID: 880 2810 6381

Passcode: 811399

One tap mobile

+61871501149,,88028106381#,,,,\*811399# Australia

+61280156011,,88028106381#,,,,\*811399# Australia

Dial by your location

- +61 8 7150 1149 Australia
- +61 2 8015 6011 Australia
- +61 3 7018 2005 Australia
- +61 7 3185 3730 Australia
- +61 8 6119 3900 Australia

Meeting ID: 880 2810 6381

Passcode: 811399

Find your local number: <https://us02web.zoom.us/j/ks3gmTLR1>

The agenda for the meeting is:

**DISCLOSURE OF PECUNIARY INTERESTS:**

*Nil.*

1. **THAT** the meeting note any declaration by a member of the Strata Committee of any direct or indirect pecuniary interest in relation to a matter being considered at this meeting and resolve how that declaration shall be accommodated at the meeting.

**Minutes**

*Differ*

2. **THAT** the minutes of the last strata committee meeting be adopted as a true and accurate account of the proceedings of that meeting.

*Explanation: The minutes of the last meeting, have been distributed as required and are attached to this notice of meeting. This motion confirms the accuracy of the minutes and in the event that the minutes are in error the members can move the minutes be amended.*

**Election of positions**

*Andrew Michael*

3. **THAT** the Strata Committee elects a Chairperson, Secretary and Treasurer of the Strata Committee of the Owners Corporation.

*L Marino*

*Explanation: Even where a strata managing agent is delegated these powers, these positions must be filled for the Strata committee to function in their own right eg convene a meeting without involving the strata managing agent, etc. The office bearers also become Chairman, Secretary and Treasurer of the owners corporation.*

**Appointing contact point and substitute contact point**

4. **THAT** the Strata Committee resolves to appoint a member of the Strata Committee to liaise with the strata manager and be the strata scheme's contact point. Further **THAT** an alternate member of the Strata Committee be nominated to liaise with the strata manager and be the scheme's substitute contact point.

*Sevita*

*Therese*

*Explanation: This will ensure that the correct instructions of the strata committee are received by the strata managing agent which will avoid any miscommunication given by multiple members.*

### **Termination of Projx MP – Possible Claim**

5. **THAT** the Strata Committee resolves to ratify the decision of the to terminate Projx PM for exceeding the limitation under the original cost disclosure and provide instructions to the Strata Manager to pursue action for recovery of costs from Projx Pm, the previous Strata Managers and or lodging an insurance claim.

### **Instructions on Outstanding Invoices**

6. **THAT** the Strata Committee provide instructions to the strata manager with reference to outstanding invoices.

**Following this meeting the owners and committee will receive an update from Henry & Humas and Deltacorp commencing at 3.00pm.**

End of Motions

**Date of this Notice: 26 July 2024**

*closed 2.46pm*

Per 

Secretary of the Strata Committee ***The Owners – Strata Plan No 4275***

### **INFORMATION**

#### **QUORUM** *(Clause 12 of schedule 2 of the Act)*

A motion submitted at a meeting of a strata committee must not be considered unless there is a quorum present to consider and vote on the motion. A quorum is present at a meeting:

- (a) in the case of a strata committee which has only one member, if the member is present,
  - (b) in any other case, if not less than one-half of the persons entitled to vote on the motion are present.
- A person who has voted, or intends to vote 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.

#### **ELIGIBILITY TO VOTE** *(Clause 9(4) of Schedule 2 of the Act)*

You cannot vote if the contributions for your lot have not been paid or if you were nominated for the strata committee by a member who has not paid the contributions for their lot. The relevant consideration is whether or not the owner of the lot was an un-financial at the date notice of the meeting and did not pay before the meeting.

#### **DISCLOSURES OF PECUNIARY INTEREST** *(Clause 18 of schedule 2 of the Act)*

The nature of the interest must be disclosed at a meeting and the particulars are to be kept in a book for this purpose.

#### **NON MEMBER ATTENDANCE** *(Clause 13 of schedule 2 of the Act)*

Owners or company nominees of a lot in the scheme may attend a strata committee meeting however they are not entitled to address the meeting unless authorised by a resolution of the meeting.

**Outstanding invoices:**

Deltacorp invoice 0042 dated 10/06/2024	\$88,677.71	+
Energy Australia electricity invoice dated 10/07/2024	✓ \$860.33	—
Fix-a-door invoice WO0684 dated 03/07/2024:	✓ \$275.00	—
Be-sure fire invoice 12954 dated 03/07/2024:	✓ \$638.00	—
Coasties Cleaning Invoice INV-000531 dated 04/07/2024 (Cleaning of lounges, curtains, blinds and carpet)	✓ \$995.50	—
Deb's Domestic Duties Invoice 337 dated 05/06/2024:	✓ \$320.00	✓
Deb's Domestic Duties Invoice 344 dated 01/07/2024:	✓ \$320.00	✓
Projx invoice 0823 dated 12/07/2024:	\$9,845.00	—
Otis Elevators invoice 574324 dated 21/06/2024:	✓ \$643.50	—

lot #17

**NOTICE OF A GENERAL MEETING  
THE OWNERS - STRATA PLAN 4275**

**To:**

All Owners, Mortgagee and Covenant Chargees  
The Owners Corporation SP4275  
Tasman Towers, 30 Marine Parade, THE ENTRANCE NSW 2261

Notice is hereby given pursuant to Clause 7(2) Schedule 1 of the Strata Schemes Management Act 2015 (NSW) of business to be dealt with at a General Meeting of the Owners Corporation to be held

**Thursday, 11 July 2024**

**Virtual Meeting and Platinum Strata Management  
C1, 80 Mann St Gosford**

**04:00 PM**

**AGENDA**

Please note this EGM is convened pursuant to s19 SSMA 2015 being a qualified request of Lots 13, 17, 18, 19, 20, 21 & 22 having a total unit entitlement of at least one-quarter of the aggregate unit entitlements.

**SP4275 EGM on 11/7/2024 at 4pm  
Jul 11, 2024, 4:00 - 5:00 PM (Australia/Sydney)**

Please join my meeting from your computer, tablet or smartphone.  
<<https://meet.goto.com/668085589>>

**This meeting is locked with a password: 4275**

You can also dial in using your phone.

Access Code: 668-085-589

Australia: +61 2 8355 1050 <tel:+61283551050,,668085589>

Get the app now and be ready when your first meeting starts:  
<<https://meet.goto.com/install>>

**ADMINISTRATION**

Record attendance, receive apologies, proxies, declare voting rights and quorum.

**1 CONFIRMATION OF MINUTES**

That the minutes of the General Meeting of the Owners Corporation held 15/11/2023 to be confirmed as a true record of the proceedings of that meeting.

Explanation: The minutes of the last general meeting, either an extraordinary or general meeting have been distributed to all owners or attached to this notice of meeting. This motion confirms the accuracy of the minutes and in the event that the minutes are in error owners can move the minutes be amended.

**2 FINANCIAL STATEMENTS**

That the financial statements as presented for the period 1/03/2024 to 29 June 2024 be adopted.

For / Against / Abstain

3

**TERMINATION OF STRATA MANAGER**

THAT the Owners Corporation **RESOLVES**, pursuant to Section 50(3) of the Strata Schemes Management Act 2015 to terminate the appointment of the current Strata Managers, **Platinum Strata Management** as managing agents for the Owners Corporation, and the delegation of all of the Owners Corporation's powers, authorities, duties and functions made to it pursuant to Section 52 of the Strata Schemes Management Act 2015 be revoked effective immediately.

Proposed by: Lots 13, 17, 18, 19, 20, 21 & 22

Explanation: This is to terminate our current Strata Manager.

For / Against / Abstain

4

**APPOINTMENT OF STRATA MANAGER**

THAT the Owners Corporation **RESOLVES**, pursuant to Section 49 of the Strata Schemes Management Act 2015 to appoint **Result Property Group Pty Ltd (ABN 23 141 658 344)** in accordance with the management agreement annexed to the notice of this meeting including the delegation of all the powers, duties, authorities and functions of the Owners Corporation (other than those listed in section 52(2) of the Act), and its chairperson, treasurer, secretary and strata committee (except those functions retained by the strata committee), necessary to enable Result Property Group to carry out the "agreed services" and the "additional services" as defined in the management agreement, and that the Owners Corporation authorises two members of the strata committee to execute the management agreement and affix seal of the Owners Corporation on the management agreement.

Proposed by: Lots 13, 17, 18, 19, 20, 21 & 22

Explanation: This is to appoint a new strata managing agent.

For / Against / Abstain

5

**PRODUCTION OF OWNERS CORPORATION RECORDS**

THAT the Owners Corporation **RESOLVES** pursuant to Section 181(2) of the Strata Schemes Management Act 2015 to instruct the strata committee to serve notice on **Platinum Strata Management** of their termination as strata managing agents and requiring them to deliver the property (including records) of the Owners Corporation to a member of the strata committee.

Proposed by: Lots 13, 17, 18, 19, 20, 21 & 22

Explanation: This is to ensure the Owners Corporations records are delivered to the new strata manager.

For / Against / Abstain

6

**NOTIFICATION TO CONTRACTORS AND OTHER AUTHORITIES**

THAT the Owners Corporation **RESOLVES** to instruct **Result Property Group Pty Ltd (ABN 23 141 658 344)** to notify all tradesmen and service providers to the Owners Corporation to direct all accounts, correspondence and enquires concerning the Owners Corporation to the nominated address of the Owners Corporation.

Proposed by: Lots 13, 17, 18, 19, 20, 21 & 22

Explanation: This is instruction the new strata manager to notify all our service providers of the change.

For / Against / Abstain

7

**REMOVAL OF STRATA COMMITTEE**

THAT in accordance with the provisions of the Strata Schemes Management Act 2015 and Amendments 2024 the Owners Corporation **RESOLVES** to terminate/remove the strata committee and offices bearers including all delegation, furthermore in accordance with the Act that these committee members may not serve of the committee for 12 month from this resolution being passed

Proposed by: Lots 13, 17, 18, 19, 20, 21 & 22

Explanation: no explanation, was given by Lot 13, 17, 18, 19, 20, 21 & 22, for this motion.

For / Against / Abstain

8

**ELECTION OF STRATA COMMITTEE**

THAT in the event the previous resolution to remove the committee succeeds the Owners Corporation resolved to seek nominations to elect a Strata Committee of 3 members

Proposed by: Lots 13, 17, 18, 19, 20, 21 & 22

Explanation: no explanation, was given by Lot 13, 17, 18, 19, 20, 21 & 22, for this motion

For / Against / Abstain

*[Handwritten scribbles]*

3 **TERMINATION OF STRATA MANAGER**

THAT the Owners Corporation **RESOLVES**, pursuant to Section 50(3) of the Strata Schemes Management Act 2015 to terminate the appointment of the current Strata Managers, **Platinum Strata Management** as managing agents for the Owners Corporation, and the delegation of all of the Owners Corporation's powers, authorities, duties and functions made to it pursuant to Section 52 of the Strata Schemes Management Act 2015 be revoked effective immediately.

Proposed by: Lots 13, 17, 18, 19, 20, 21 & 22

Explanation: This is to terminate our current Strata Manager.

For / Against / Abstain

4 **APPOINTMENT OF STRATA MANAGER**

THAT the Owners Corporation **RESOLVES**, pursuant to Section 49 of the Strata Schemes Management Act 2015 to appoint **Result Property Group Pty Ltd (ABN 23 141 658 344)** in accordance with the management agreement annexed to the notice of this meeting including the delegation of all the powers, duties, authorities and functions of the Owners Corporation (other than those listed in section 52(2) of the Act); and its chairperson, treasurer, secretary and strata committee (except those functions retained by the strata committee), necessary to enable Result Property Group to carry out the "agreed services" and the "additional services" as defined in the management agreement, and that the Owners Corporation authorises two members of the strata committee to execute the management agreement and affix seal of the Owners Corporation on the management agreement.

Proposed by: Lots 13, 17, 18, 19, 20, 21 & 22

Explanation: This is to appoint a new strata managing agent.

For / Against / Abstain

5 **PRODUCTION OF OWNERS CORPORATION RECORDS**

THAT the Owners Corporation **RESOLVES** pursuant to Section 181(2) of the Strata Schemes Management Act 2015 to instruct the strata committee to serve notice on **Platinum Strata Management** of their termination as strata managing agents and requiring them to deliver the property (including records) of the Owners Corporation to a member of the strata committee.

Proposed by: Lots 13, 17, 18, 19, 20, 21 & 22

*Result Property Group*

Explanation: This is to ensure the Owners Corporations records are delivered to the new strata manager.

For / Against / Abstain

6 **NOTIFICATION TO CONTRACTORS AND OTHER AUTHORITIES**

THAT the Owners Corporation **RESOLVES** to instruct **Result Property Group Pty Ltd (ABN 23 141 658 344)** to notify all tradesmen and service providers to the Owners Corporation to direct all accounts, correspondence and enquires concerning the Owners Corporation to the nominated address of the Owners Corporation.

Proposed by: Lots 13, 17, 18, 19, 20, 21 & 22

Explanation: This is instruction the new strata manager to notify all our service providers of the change.

For / Against / Abstain

7 **REMOVAL OF STRATA COMMITTEE**

THAT in accordance with the provisions of the Strata Schemes Management Act 2015 and Amendments 2024 the Owners Corporation **RESOLVES** to terminate/remove the strata committee and offices bearers including all delegation, furthermore in accordance with the Act that these committee members may not serve of the committee for 12 month form this resolution being passed.

Proposed by: Lots 13, 17, 18, 19, 20, 21 & 22

*Amelch*

Explanation: no explanation, was given by Lot 13,17,18,19,20,21,& 22, for this motion.

For / Against / Abstain

8 **ELECTION OF STRAA COMMITTEE**

THAT in the event the previous resolution to remove the committee succeeds the Owners Corporation resolved to seek nominations to elect a Strata Committee of 3 members.

Proposed by: Lots 13, 17, 18, 19, 20, 21 & 22

*Michael ✓ + [scribble]  
MARIO ✓ AGAS!*

Explanation: no explanation, was given by Lot 13,17,18,19,20,21,& 22, for this motion.

For / Against / Abstain

9

**REMEDIAL WORKS**

THAT the Strata Manager be instructed to provide the committee within 7 days all documents relating to the remedial works including but not limited to the following, All Contracts, Agreements, Works Orders, Invoices Paid and received awaiting payment, all scopes of work, all changes to scopes of work, insurances including contractor insurances and any other documents relating to the project.

000

Platinum Strata Management

Proposed by: Lots 13, 17, 18, 19, 20, 21 & 22

Explanation: no explanation, was given by Lot 13,17,18,19,20,21,& 22, for this motion.

For / Against / Abstain

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

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**MINUTES OF THE EXTRAORDINARY GENERAL MEETING OF THE OWNERS CORPORATION , STRATA PLAN 4275, TASMAN TOWERS, 30 MARINE PARADE, THE ENTRANCE NSW 2261, HELD AT PLATINUM STRATA MANAGEMENT & VIRTUAL MEETING C1, 80 MANN ST GOSFORD WEDNESDAY, 15 NOVEMBER 2023 COMMENCING AT 02:00 PM**

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**ADMINISTRATION**

Debbie Gawne chaired the meeting, declared a quorum and opened the meeting at 2:01pm.

Owners in attendance: Raj Chand (Lot 1 until 3:05pm); Darryl Tutton (Lot 2); Stuart Clancy (Lot 4); Paul & Melanie Marshall (Lot 11); Amie Patty (Lot 12); Robert & Audrey Cornwall (Lot 13); Alan Venturi (Lot 17); Maria Venturi (Lot 18); Alan & Maria Venturi (Lot 19,20); Rick O'Connor (Co Nominee Lot 24).

Owners voting electronically: Stuart Clancy (Lot 4); Kevin & Joyce Cadman (Lot 5,6,7,8); David Pagnan & Georgette Gabriel (Lot 10,11); Alan Venturi (Lot 17); Maria Venturi (Lot 18); Alan & Maria Venturi (Lot 19,20); Annette Sultana (Lot 21,22).

Proxies: Mary Sultana (Lot 3) to Maria Venturi, Kevin & Joyce Cadman (Lot 5,6,7,8) to Stuart Clancy.

Voting Rights: Lot 1 declared unfinancial to vote.

In Attendance: Debbie Gawne of Platinum Strata Management, Michael Sultana, Justin Manny of Projx PM.

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**1 CONFIRMATION OF MINUTES**

**Resolved** that the minutes of the General Meeting of the Owners Corporation held 30/08/2023 to be confirmed as a true record of the proceedings of that meeting.

11 For (Lot 2,4,5,6,7,8,9,10,11,12,24) / 0 Against / 8 Abstain (Lot 3,13,17,18,19,20,21,22)

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**2 FINANCIAL STATEMENTS**

**Amended & Resolved** subject to amendments that the financial statements as presented for the period 01/03/2023 to 31/10/2023 be adopted subject to the noted amendments.

11 For (Lot 2,4,5,6,7,8,9,10,11,12,24) / 7 Against (Lot 3,17,18,19,20,21,22) / 1 Abstain (Lot 13)

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**3 UPDATE FROM PROJECT MANAGER**

**Resolved** that the Owners Corporation SP4275 receive the verbal update from the Project Manager (only available online virtually or from office attendance).

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**4 REPORT TO OWNERS**

**Resolved** that the Owners Corporation SP4275 table the Owners Update Report.

11 For (Lot 2,4,5,6,7,8,9,10,11,12,24) / 8 Against (Lot 3,13,17,18,19,20,21,22) / 0 Abstain

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**5 CONTRACT VARIATION**

**Resolved** that the Owners Corporation SP4275 accept the necessary additional Variation to the Contract in order to complete the work.

11 For (Lot 2,4,5,6,7,8,9,10,11,12,24) / 8 Against (Lot 3,13,17,18,19,20,21,22) / 0 Abstain

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**6 STRATA LOAN**

**Resolved** that the Owners Corporation SP4275 extend the strata loan with Lannock Capital 2 Pty Ltd (ACN 153 391 283) by \$700,000 for a period of 5 years and

The Owners Corporation acknowledges the following things

a) the maximum amount of credit available under the loan contract is increased to \$1,400,000.

b) the members of the Owners Corporation approve the raising of additional levies to ensure the Owners Corporation can perform its obligations in relation to each advance under the loan contract.

11 For (Lot 2,4,5,6,7,8,9,10,11,12,24) / 8 Against (Lot 3,13,17,18,19,20,21,22) / 0 Abstain

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**7 SPECIAL LEVY**

**Amended & Resolved** that the Owners Corporation SP4275 increase their capital works fund levies to cater for the

additional repayments by way of raising a special levy in the amount of \$700,000 payable in 4 instalments due 1/2/2024, 1/5/2023, 1/8/2023 & 1/11/2023.

15 For (Lot 2,3, 4,5,6,7,8,12,17,18,19,20,21,22,24) / 4 Against (Lot 9,10,11,13) / 0 Abstain

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## 8 MINOR WORKS BYLAW

The Owners - Strata Plan No.4275 SPECIALLY RESOLVES pursuant to sections 110 and 142 of the Strata Schemes Management Act 2015 ("the Act") to make a by-law on the following terms and that notification of this change to the by-laws be lodged for registration in accordance with section 141(2) of the Act at the Registrar-General's Office and pursuant to section 110(6)(b) of the Act delegates to the Strata Committee its functions of providing the written approval of the Owners Corporation to the works contemplated by the by-law:

### Special By-Law No. 4 By-Law for Minor Renovation Works

#### Part 1 Definitions and Interpretation

1.1 In this by-law:

- (a) "Act" means the Strata Schemes Management Act 2015.
- (b) "Council" means the local council within whose boundaries the Owners Corporation is located and, where relevant, includes a private certifying authority if the private certifying authority is able to consent to the Works.
- (c) "Exclusive Use Area" means the common property area(s) reasonably required to keep the Works.
- (d) "Insurance" means:
  - (i) contractors' all risk insurance with an authorised insurer (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the Works to a minimum of \$10,000,000);
  - (ii) insurance required under the Home Building Act 1989, if required; and
  - (iii) workers' compensation insurance, if required.
- (e) "Lot" means a lot in Strata Plan No.4275.
- (f) "Owner" means the owner of the Lot from time to time and that owner's successors in title.
- (g) "Owners Corporation" means the owners corporation created by the registration of strata plan no. 4275.
- (h) "Regulations" means the Strata Schemes Management Regulation 2016.
- (i) "Strata Committee" means the strata committee appointed by the Owners Corporation in general meeting from time to time pursuant to section 29 of the Act.
- (j) "Strata Scheme" means the strata scheme in respect of which this by-law applies.
- (k) "Works" means the minor renovation works for the purposes of section 110 of the Act including, but not limited to, the following types of works:
  - (i) renovating a kitchen, bathroom, ensuite, bedroom, laundry or toilet;
  - (ii) changing recessed light fittings;
  - (iii) installing or replacing hard wood floors and/or removing carpet or other soft floor coverings to expose underlying wooden or other hard floors;
  - (iv) installing or replacing wiring or cabling or power or access points;
  - (v) work involving reconfiguring walls;
  - (vi) installing a rainwater tank;
  - (vii) installing a clothesline or similar laundry drying device.

- (viii) installing a reverse cycle split system air conditioner;
- (ix) installing double or triple glazed windows;
- (x) installing a heat pump;
- (xi) installing ceiling insulation;
- (xii) installing a false ceiling;
- (xiii) installing a suspended ceiling;
- (xiv) installing smoke detectors either battery operated or hard wired;
- (xv) installing intercom handsets;
- (xvi) installing ceiling downlights; and
- (xvii) any other work prescribed by section 110 of the Act or clause 28 of the Regulations from time to time;

but does not include works which involve structural changes, the movement or relocation of plumbing, the removal and replacement of floor or wall tiles, changes to the external appearance of a lot, waterproofing or replacement of waterproof membranes.

1.2 In this by-law:

- (a) references to any statutory or like provisions include any statutory or like provisions amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them;
- (b) words importing the singular number include the plural and vice versa;
- (c) words importing the masculine, feminine or neuter gender include both of the other two genders;
- (d) any expression used in this by-law and which is defined in the Act will have the same meaning as that expression has in that legislation unless a contrary intention is expressed in this by-law; and
- (e) if there is any inconsistency between this by-law and any other by-law applicable to the Strata Scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

## **Part 2 Grant of Special Privilege and Exclusive Use**

2.1 Subject to compliance with the conditions referred to in Part 3 of this by-law, the Owner:

- (a) is authorised by the Owners Corporation pursuant to section 110 of the Act to undertake the Works;
- (b) is granted the special privilege to undertake the Works and to keep the Works in the Exclusive Use Area; and
- (c) has exclusive use of the Exclusive Use Area.

## **Part 3 By-Law Conditions**

### **Prior to commencement of the Works**

3.1 Prior to commencement of the Works, the Owner must give notice in writing to the Strata Committee of the proposed Works, including the following:

- (a) details of the Works, including copies of all plans, drawings and specifications;
- (b) if Council consent is required, provide evidence to the Strata Committee of the Owners Corporation that the required consent from Council has been obtained;
- (c) duration and time of the Works;
- (d) details of the person(s) carrying out the Works, including the qualifications and licence details of that person(s);
- (e) arrangements to manage any resulting rubbish and debris;
- (f) cause Insurance to be effected and maintained; and
- (g) provide their written consent to the making of this by-law

3.2 Prior to commencement of the Works, the Owner must obtain the Strata Committee's written approval.

3.3 The Strata Committee must not unreasonably withhold its approval to the proposed Works.

#### **Performance of the Works**

3.4 In carrying out the Works, the Owner must:

- (a) cause to be effected and maintained Insurance for the duration of the Works;
- (b) use duly licensed employees, contractors or agents to conduct the Works;
- (c) ensure that the Works are carried out in a proper and workmanlike manner;
- (d) use best quality and appropriate materials;
- (e) ensure that the Works comply with the current Building Code of Australia, all pertinent Australian Standards and the law;
- (f) ensure that the Works are installed in accordance with the manufacturer's instructions and specifications;
- (g) ensure that any holes created or penetrations made in the common property during the Works are adequately sealed;
- (h) not allow the obstruction of reasonable use of the common property areas of the Strata Scheme in the course of the Works by building materials, tools, machines, debris or motor vehicles;
- (i) carry out the Works so as to cause minimum noise, disturbance and inconvenience to other residents in the Strata Scheme during the times as set out by the Strata Committee of the Owners Corporation;
- (j) comply with any reasonable requirement of the Strata Committee of the Owners Corporation concerning the means of entering and leaving the building for tradesmen, building materials, tools and debris;
- (k) ensure that all debris from the installation of the Works is removed from the common property at the Owner's cost;
- (l) protect all affected areas of the building outside the Works from damage relating to the Works or the transportation of construction materials, equipment and debris;
- (m) 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 and if this happens, the Owner must rectify that interference or damage within a reasonable period of time and at its own cost;
- (n) not vary the Works without first obtaining the consent in writing from the Strata Committee of the Owners Corporation;
- (o) perform the Works within a period of 4 months from their commencement or such other period as reasonably approved by the Strata Committee of the Owners Corporation;
- (p) carry out the Works between the hours of 8:00am and 4:30pm Monday to Friday and between 8:00am and 12:30pm on Saturday (or such other times reasonably approved by the Strata Committee of the Owners Corporation) and the Owner must not carry out the Works on Sundays or on days which fall on a public holiday;
- (q) ensure that no tradesperson's vehicles obstruct the common property other than on a temporary and non-recurring basis when delivering or removing materials or equipment and then only for such time as is reasonably necessary; and
- (r) comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the Works; and
- (s) clean any part of the common property affected by the Works on a daily basis and keep all of those parts of the common property clean, neat and tidy during the Works.

#### **After the Conduct of the Works**

3.5 After the Works have been completed, the Owner must:

- (a) promptly notify the Strata Committee of the Owners Corporation that the Works have been completed;
- (b) promptly notify the Strata Committee of the Owners Corporation that all damage, if any, to lot and common property caused by the Works and not permitted by this by-law have been rectified, and
- (c) if required, provide the Strata Committee of the Owners Corporation with certification from a suitably qualified engineer(s) approved by the Strata Committee of the Owners Corporation that the works required to rectify any damage to lot or common property have been completed in accordance with the terms of this by-law.

#### **Lot Owner's Enduring Rights and Obligations**

- 3.6 The Owner:
- (a) must not remove the Works without the prior written approval of the Strata Committee of the Owners Corporation;
  - (b) if the Owner removes the Works or any part of the Works made under this by-law, the Owner must at the Owner's cost restore and re-instate the common property to its original condition ("the make-good works");
  - (c) in carrying out the make-good works, must ensure compliance with all requisite approvals (including the terms of any approval given by the Owners Corporation or any approval given by Council, the Building Code of Australia and all pertinent Australian Standards) and must use appropriately qualified and licensed contractors;
  - (d) is responsible for the cost of the Works;
  - (e) is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Exclusive Use Area and the Works;
  - (f) must promptly repair any damage to the common property caused by their agents or contractors in the course of undertaking the Works and will bear all costs associated with same;
  - (g) must at the Owner's own cost repair any damage to the property of the owner or occupier of another lot occurring in the course of undertaking the Works; and
  - (h) to the extent permitted by law, indemnifies the Owners Corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the Owners Corporation arising out of the Works.

**Part 4  
Breach of this by-law**

- 4.1 If the Owner fails to carry out his obligations under this by-law, the Owners Corporation may in writing request the Owner to comply with the terms of it.
- 4.2 If after being requested in writing to do so, the Owner fails to comply with the relevant term or terms the Owners Corporation, without prejudice to any other rights, will be entitled in accordance with the provisions of the Act, to enter upon the Lot, have the necessary work performed and recover the cost of such from the Owner, or any subsequent owner of the Lot.
- 4.3 Such costs if not paid at the end of one month after becoming due and payable bear until paid simple interest at an annual rate of 10%.
- 4.4 The Owners Corporation may recover as a debt any costs not paid at the end of one month after it becomes due and payable together with any interest payable and the expenses of the Owners Corporation incurred in recovering those amounts.

**Motion Defeated 5 For (Lot 2,9,10,11,12) / 14 Against (Lot 3,4,5,6,7,8,13,17,18,19,20,21,22) / 0 Abstain**

9

**MAJOR WORKS BYLAW**

The Owners - Strata Plan No. 4275 pursuant to section 111 of the *Strata Schemes Management Act 2015* ("the Act") make a by-law on the following terms and that notification of this change to the by-laws be lodged for registration in accordance with section 141(2) of the Act at the Registrar-General's Office:

**Special By-Law No. 6 - Major Renovations**

**Part 1  
Definitions and Interpretation**

- 1.1 In this by-law:
  - (a) "**Act**" means the *Strata Schemes Management Act 2015*.
  - (b) "**Building**" means the building to which the Works are attached.
  - (c) "**Council**" means the local council within whose boundaries the Owners Corporation is located and, where relevant, includes a private certifying authority if the private certifying authority is able to consent to the Works.
  - (d) "**Insurance**" means:
    - (i) contractors' all risk insurance with an authorised insurer (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the Works to a minimum of \$10,000,000), noting the interest of the Owners Corporation on the policy.
    - (ii) insurance required under the *Home Building Act 1989*, if required, and

- (iii) workers' compensation insurance, if required.
- (e) **"Lot"** means all lots registered in Strata Plan No.4275.
- (f) **"Owner"** means the owner of a Lot for the time being and that owner's successors in title. Where relevant a reference to **Owner** will be to the Owner who carried out particular Works or whose Lot benefits from or is serviced by particular Works.
- (g) **"Owners Corporation"** means the owners corporation created by the registration of strata plan registration 4275.
- (h) **"Strata Committee"** means the strata committee of the Owners Corporation.
- (i) **"Strata Scheme"** means the strata scheme in respect of which this by-law applies.
- (j) **"Works"** means Major Works, associated with waterproofing works to the bathroom, kitchen and/or laundry; removal of any internal load-bearing wall or any other structural works and all penetrations through the common property, associated fixtures, fittings and equipment for their functioning and where relevant, a reference to **Works** means the Works which service or will service a particular Owner's Lot.

In this bylaw

1. Each Owner has the right to undertake the following "Major Renovations", subject to the following conditions and the Owners Corporation's rights -
  - (a) Waterproofing works to the bathroom, kitchen and/or laundry walls within a lot;
  - (b) Removal of any internal non load-bearing or load-bearing wall or walls and any other structural works to a lot; and
2. Where any works covered under clause 3 of this by-law were undertaken by an Owner before this by-law was made then any provisions of this by-law concerning repair and maintenance and liability and indemnity will also apply to those works.
3. To the extent of any inconsistency with previous by-laws, this by-law prevails.

#### **Conditions Before undertaking the Major Renovations**

4. The Owner must notify the Owners Corporation at least 21 days before undertaking the Major Renovations and obtain the prior written approval from -
  - (a) the strata committee of the Owners Corporation; and
  - (b) the relevant consent authority under the *Environmental Planning and Assessment Act 1979* (if required); and
  - (c) any other relevant statutory authority whose requirements apply to undertaking the works.
5. The Owner must submit to the Strata Committee the following documents relating to undertaking the works prior to obtaining written approval from the Strata Committee:
  - (d) plans and drawings;
  - (e) specifications of work;
  - (f) if the works involve the replacement or removal of any wall or walls, then a report from a licensed structural engineer and certification that the removal of the wall or walls shall not undermine the structural integrity of the building; and
  - (g) any other documents reasonably required by the Strata Committee.
6. The Owner must ensure that any party carrying out the works effects and maintains contractors all works insurance, workers compensation insurance and public liability insurance in the amount of \$1,000,000 and any other insurance required by law and provides certificates of currency evidencing the insurance on request by the Owners Corporation.
7. The Owner must ensure that all works undertaken comply with the standards as set out in the Building Code of Australia (BCA) current at the time the works are undertaken.

#### **Carrying out the Major Renovations**

8. In carrying out the works, the Owner must
  - (a) transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the Strata Committee;

- (b) protect all areas of the building outside their lot from damage by undertaking the works or the transportation of construction materials, equipment, debris;
  - (c) keep all areas of the building outside their lot clean and tidy throughout the performance of the works;
  - (d) ensure security of the building by not causing the front security door to be fixed open for an unreasonable period of time;
  - (e) only undertake works at the times approved by the Strata Committee;
  - (f) not create noise that causes unreasonable discomfort, disturbance or interference with the activities of any other occupier of the building; and
  - (g) remove all debris resulting from undertaking the works immediately from the building.
9. The Owner must ensure that the Major Renovations shall be done:
- (a) in a proper and workmanlike manner and by duly licensed contractors; and
  - (b) in accordance with the drawings and specifications approved by the consent/statutory authority and the Strata Committee.

#### **After completing the Major Renovations**

10. If required, the Owner must deliver to the Strata Committee:
- (a) if the works involved waterproofing works to the kitchen, bathroom, laundry and external balcony/courtyard works, a waterproofing certificate by a Master Plumber or Certifier to evidence that the waterproofing has been applied in accordance with industry best practice and AS/NZS standards;
  - (b) any other document reasonably required by the Strata Committee in relation to the works undertaken by the Owner.

#### **Repair and Maintenance**

11. The Owner must, at the Owner's cost:
- (a) properly maintain and keep the common property to which the Major Renovations are erected or attached in a state of good and serviceable repair; and
  - (b) properly maintain and keep the Major Renovations in a state of good and serviceable repair and must replace them (or any part of them) as required from time to time.
12. If the Owner removes the works or any part of the works undertaken under this by-law, the Owner must at the Owner's own cost, restore and reinstate the common property to its original condition.

#### **Liability and Indemnity**

13. The Owner 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, to other property or a person to the extent that such injury, loss or damage arises from or in relation to the Major Renovations;
  - (b) any amount payable by way of increased insurance premiums by the Owners Corporation as a direct result of the Major Renovations;
  - (c) any amount payable by way of increased fire safety compliance or local authority requirements as a direct result of the Major Renovations; and
  - (d) liability under section 122(6) of the *Strata Schemes Management Act 2015* in respect of repair of the common property attached to the Major Renovations.
14. Any loss and damage suffered by the Owners Corporation as a result of the Owner undertaking the Major Renovations may be recovered from the Owner 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.
15. 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 works proposed under this by-law.

#### **Breach of By-law**

16. The Owners Corporation reserves the right to take action against the Owner to replace the Major Renovations or reinstate the common property affected by the works to its original condition if the Owner breaches the conditions in this

by-law and that breach is not rectified within a reasonable time after a request is made by the Owners Corporation to rectify the breach.

**Miscellaneous**

17. The Managing Agent be authorised to register this by-law on behalf of the Owners Corporation and affix the common seal in accordance with section 273 of the *Strata Schemes Management Act 2015*.

**Motion Defeated** 6 For (Lot 2,9,10,11,12,24) / 13 Against (Lot 3,4,5,6,7,8,13,17,18,19,20,21,22) / 0 Abstain

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**CLOSURE:** There being no further business, the chairperson declared the meeting closed at 3:57pm.

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Strata Schemes Management Act 2015 (NSW)

**NOTICE OF ANNUAL GENERAL MEETING  
THE OWNERS CORPORATION The Owners Corporation SP4275**

**To:**

All Owners, Mortgagee and Covenant Chargee  
The Owners Corporation SP4275  
Tasman Towers, 30 Marine Parade, THE ENTRANCE NSW 2261

Notice is hereby given pursuant to Clause 7(2) Schedule 1 of the Strata Schemes Management Act 2015 (NSW) of business to be dealt with at an Annual General Meeting of the Owners Corporation to be held

**THURSDAY, 11 JULY 2024**

**Platinum Strata Management & Virtually  
C1, 80 Mann St Gosford**

**05:00 PM**

**AGENDA:**

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**SP4275 AGM / SCM on 11/07/2024 at 5pm.**  
Jul 11, 2024, 5:00 - 6:30 PM (Australia/Sydney)

**Please join my meeting from your computer, tablet or smartphone.**  
<<https://meet.goto.com/725949989>>

**This meeting is locked with a password: 4275**

**You can also dial in using your phone.**

Access Code: 725-949-989

Australia: [+61 2 8355 1050](tel:+61283551050) <tel:+61283551050,,725949989>

**Get the app now and be ready when your first meeting starts:**  
<<https://meet.goto.com/install>>

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**ADMINISTRATION**

Record attendance, receive apologies, proxies, declare voting rights and quorum.

---

**1 REMEDIAL UPDATE**

That the Owners Corporation SP4275 receive an update on the current remedial work.

*[Explanatory Note: The OC have been undertaking major remedial work and the Project Manager can give a brief update on the work and reasoning for the variations]*

**\*\*\*Please note that time is limited for this motion and we request that all questions are submitted in advance of the meeting so the project manager/engineer can respond to them in a timely manner.**

---

**2 CONFIRMATION OF MINUTES**

That the Owners - Strata Plan No 4275 confirm the minutes of the last general meeting of the owners corporation held on 15/11/2023.

*[Explanatory Note: This is a required motion under section 8(1)(a) of Schedule 1 of the Strata Schemes Management Act 2015.]*

For / Against / Abstain

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3 **FINANCIAL STATEMENTS**

That the Owners - Strata Plan No.4275 consider the accounting records and last financial statements prepared and to adopt the financial statements.

[Explanatory Note: Clause 9(b) of Schedule 1 of the Strata Schemes Management Act 2015 requires a form of motion for adoption of the financial statements.]

For / Against / Abstain

4 **AUDITOR**

That the Owners - Strata Plan No.4275 appoint an auditor to audit the accounts and financial statements of the owners corporation.

[Explanatory Note: The owners corporation for a large strata scheme, or a strata scheme for which the annual budget exceeds \$250,000 (as determined by clause 21 of the Strata Schemes Management Regulations 2016) must ensure that the accounts and financial statements of the owners corporation are audited before presentation to the annual general meeting in accordance with section 95 of the Strata Schemes Management Act 2015. It is optional for any other strata scheme.]

For / Against / Abstain

5 **INSURANCE VALUATION**

That the Owners - Strata Plan No.4275 undertake an insurance valuation, from a valuer to value the building damage insurance amount for reinstatement as now required under section 161 of the Strata Schemes Management Act 2015.

Last Valuation was 10/08/2023 in the amount of \$17140000.

Motion required by: [Debbie Gawne]

[Explanatory Note: The former legislation only required consideration of the replacement value. However, reinstatement is also required and in some circumstances this amount could exceed the replacement value, leaving the scheme underinsured. It is expected that the valuer's fee to value reinstatement costs will be higher than just for replacement costs.

The legislation does not require an owners corporation to obtain a valuation, however this is highly recommended and any former valuation obtained before 30 November 2016 probably only allowed for replacement costs and not reinstatement costs.]

For / Against / Abstain

6 **INSURANCE RENEWAL**

That the Owners - Strata Plan 4275 -

a) to maintain the current insurance coverage held by the strata scheme and effected on behalf of the owners corporation.

For / Against / Abstain

b) in accordance with section 165(2) of the Strata Schemes Management Act 2015 maintain the current level of office bearers liability insurance.

For / Against / Abstain

[Explanatory Note: Office bearers liability insurance provides cover for losses arising from alleged wrongful acts or omissions of the strata committee, committed or omitted in good faith in the course of carrying out their duties as a committee. It is not compulsory, however it is a requirement under clause 9(c) of Schedule 1 of the Strata Schemes Management Act 2015 for the owners corporation to decide whether to take this type of insurance out at each Annual General Meeting.]

c) in accordance with section 165(2) of the Strata Schemes Management Act 2015 to maintain the current level of fidelity guarantee insurance with an approved insurer.

For / Against / Abstain

[Explanatory Note: Fidelity guarantee insurance provides cover for losses arising from misappropriation of money or other property of the owners corporation by a member of the owners corporation. It is not compulsory, however it is a requirement under clause 9(c) of Schedule 1 of the Strata Schemes Management Act 2015 for the owners corporation to decide whether to take this type of insurance out at each Annual General Meeting.]

d) to appoint Platinum Strata Management the function of obtaining quotations for all items of insurance required under the Strata Schemes Management Act 2015 and defer to the strata committee, to vote in the majority by email, for the acceptance and in the absence of any instruction, the strata manager is authorised to renew the policy as outlined prior to the renewal date.

For / Against / Abstain

Motion required by: [Debbie Gawne]

[Explanatory Note: The above quotations include mandatory insurances and may also include optional insurances as determined by the owners corporation including office bearers liability, fidelity guarantee and an extension to works compensation above the government set limit (currently \$7,500.00.)

**7 10 YEAR CAPITAL WORKS FUND PLAN**

That the Owners - Strata Plan SP4275 in accordance with section 80 of the Strata Schemes Management Act 2015:

- a) Review, revise and implement the current 10-year plan for capital works fund plan. OR For / Against / Abstain
- b) Implement the current 10-year plan for capital works fund in accordance with section 80(7) of the Strata Schemes Management Act 2015. OR For / Against / Abstain
- c) Prepare a 10-year capital works fund plan to be available to be applied in the preparation of the draft budget for the next AGM. For / Against / Abstain

*[Explanatory Note: Section 80 of the Strata Schemes Management Act 2015 requires all owners corporations to have a current Capital Works Fund Plan. Clause 6 of Schedule 1 of the Strata Schemes Management Act 2015 provides a mandatory motion to prepare or review the 10-year plan for the capital works. Section 80(7) of the Strata Schemes Management Act 2015 provides that the owners corporation is, so far as practicable (and subject to any adjustments), to implement the 10 year capital works fund plan]*

**8 GENERAL MEETING MATTERS**

*No Further Matters*

That the Owners - Strata Plan No.4275, in accordance with clause 6(a) and 9(i) of Schedule 1 of the Strata Schemes Management Act 2015, decide if any matter or type of matter is to be determined by the owners corporation in general meeting.

*[Explanatory Note: The owners corporation can place restrictions on the strata committee and determine that certain matters or types of matters cannot be decided by the strata committee but must be decided by the owners corporation at a general meeting. This motion is required to be on the agenda for each annual general meeting.]*

For / Against / Abstain

**9 PROPOSED BUDGET**

That the Owners - Strata Plan 4275 determine the amount of money the owners corporation will need to credit to the:

- a) Administrative Fund:
  - i. In accordance with section 79(1) and section 81(1) of the Strata Schemes Management Act 2015 contributions to the administrative fund be determined at \$71,500.00.
  - ii. That the contributions to the administrative fund be paid in equal quarterly instalments, the first such instalment being due on 1/05/2024 and subsequent instalments being due on the days of 1/08/2024, 1/11/2024, 1/02/2025.
  - iii. That these levies are maintained for each Quarter or part thereof until reconsidered at a fittingly convened AGM.

For / Against / Abstain

b) Capital Works Fund:

- i. In accordance with section 79(2) and section 81(1) of the Strata Schemes Management Act 2015 and contributions to the capital work fund be determined in accordance with of the Strata Schemes Management Act 2015 at \$104,500.00.
- ii. That the contributions to the capital works fund be paid in equal quarterly instalments, the first such instalment being due on 1/05/2024 and subsequent instalments being due on the days of 1/08/2024, 1/11/2024, 1/02/2025.
- iii. That these levies are maintained for each Quarter or part thereof until reconsidered at a fittingly convened AGM.

For / Against / Abstain

*[Explanatory Note: Under sections 79 (1)-(2) and 81(1) of the Strata Schemes Management Act 2015 there are requirements to determine the amounts required to credit to the Administration Funds and Capital Works Fund and to levy those amounts at each Annual General Meeting. Please note that section 83 of the Strata Schemes Management Act 2015 requires that any contribution levied by an owners corporation becomes due and payable to the owners corporation on the date set out in the notice of contribution. The date must be at least 30 days after the notice is given.]*

**10 AUTHORISATION TO LOAN CAPITAL WORKS FUND MONIES**

That the Owners Corporation authorise the strata managing agent to transfer sufficient funds between the Capital Works Fund to the Administration Funds so as to cover any shortfall of funds for the payments of insurance premiums and other invoices. Such loans are to be repaid to the Capital Works Fund/Administration Fund immediately on receipt of appropriate levies but no later than 3 months from the transfer date.

For / Against / Abstain

11 **STRATA COMMITTEE**  
That the Owners - Strata Plan No.4275 -

*Handwritten signatures: Anthony, Michael, Alan*

- (a) Call for nominations for members of the strata committee;
- (b) The candidates for election to the strata committee disclose any connections with the original owner or building manager for the scheme;
- (c) Determine the number of members of the strata committee; and
- (d) Elect the strata committee.

*Handwritten signature: Marie*

*[Explanatory Note: The owners corporation is required to have a strata committee. Under clause 8(1)(b) of Schedule 1 of the Strata Schemes Management Act 2015 a notice for a AGM must include a motion to determine the number of strata committee members and to elect the strata committee. The election of the strata committee cannot be decided by pre-electronic voting.]*

For / Against / Abstain

12 **STRATA HUB COMPLIANCE**

That the Owners Corporation SP4275 authorises the strata manager to comply with the owners corporation obligations under Part 7 Division 2 of the Strata Schemes Management Regulation 2016 by inputting the mandatory information into the NSW Strata Hub, this year and on an ongoing basis and to charge in accordance with the terms of its agency agreement including charging the disbursements of \$3 per lot specified under the relevant legislation, or such amount as is determined from time to time and authorises the managing agent to upload contact details for the secretary and chairperson to the strata hub

*[Explanatory Note: The owners corporation has obligations to comply with the new reporting requirements to the Strata Hub and proposes to engage the strata managing agent to assist in complying with its obligations.]*

For / Against / Abstain

13 **APPOINTMENT OF EMERGENCY CONTACT**

*Handwritten signature: Strata Manager*

That the Owners Corporation SP4275 appoints an emergency contact in accordance with Part 7 Division 2 of the Strata Schemes Management Regulation 2016 and for their details to be inputted into the NSW Strata Hub.

*[Explanatory Note: The regulations permit the specifying of an emergency contact.]*

For / Against / Abstain

14 **LEVY ARREARS & DEBT COLLECTION**

That the Owners Strata Plan 4275, pursuant to the Strata Schemes Management Act 2015 including section 86 (1) & (2) for the purpose of collecting levy contributions to authorise the Stata Managing Agent and the Strata Committee to do any one or more of the following:

- a. The engage or appoint the services of a debt collection agency, obtain legal advice and/or retain legal representation and/or experts on behalf of The Owners Corporation.
- b. 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;
- c. Enforce any judgment obtained in the collection of levy contributions including commencing and maintaining bankruptcy of winding up proceedings
- d. Filing an appeal or defending an appeal against any judgment concerning the collection of levy contributions, and
- e. Liaise, instruct and prepare all matters with the Owners Corporation's debt collection agents. Lawyers and experts in relation to any levy recovery proceedings.

*[Explanatory Note: Section 86 of the SSMA 2015 allows an owners corporation to recover as a debt in a court of competent jurisdiction any contribution not paid together with any interest and the reasonable expenses incurred in recovering those amounts. Such action requires approval at a general meeting. The passing of this motion enables the strata committee and/or strata managing agent to action recovery proceedings without incurring additional recovery costs for an owner in arrears]*

For / Against / Abstain

15 **ENGINEER FEE PROPOSAL URGENT REPAIRS**

*Handwritten signature: DAK*

That the Owners Corporation ratify the strata committee approval of the Henry and Hymus fee proposal of \$1600.00 + GST for the scope of work for the urgent work as a result of the 3rd floor balcony works and spalling repairs

For / Against / Abstain

Explanation: The remedial crew identified concrete spalling in the ceilings of the garages 9, 10, 11 & 12. Due to the severity of the spalling, it was required that the engineer set a scope for urgent make safe repairs. The committee approved this urgent work for the safety of the occupants.

For / Against / Abstain

**16 ENGINEER FEE PROPOSAL FOR U3 WORK**

That the Owners Corporation SP4275 approve the Henry & Hymus fee proposal in the amount of \$6400 + GST for the scope preparation of repairs to U3.

*[Handwritten signature]*

Explanation: As a result of remediation of the garages, it was identified that U3 required remediation of spalling repairs.

For / Against / Abstain

**17 ANNUAL FIRE SAFETY STATEMENT**

The Owners - Strata Plan No.4275 resolve by ordinary resolution to consider the annual fire safety statement, make arrangements for obtaining the next annual fire statement and authorise an owner to sign any such statement.

*[Handwritten checkmark]*

*[Explanatory Note: If an annual fire safety statement is required for the building under the Environmental Planning and Assessment Act 1979, the owners corporation is required to consider it at each annual general meeting and to make arrangements for obtaining the next annual fire safety statement in accordance with clause 6(c) of Schedule 1 of the Strata Schemes Management Act 2015. It is recommended to use an independent certifier.]*

For / Against / Abstain

**18 REMEDIAL WORK**

That the Owners Corporation agrees to investigate the variation to the current remedial works in regards to costs, scope changes and the damage caused to Lots 21 & 22 and report to the Owners in writing no later than 7 days from this meeting

*[Handwritten scribble]*

EXPLANATION: Some lot Owners are concerned about the quality and cost of the remedial works. Owners are concerned about the application, treatment, formwork, levelling and appearance of concrete render to the exterior of the building. Lots 21 & 22 have multiple damage where builders drilled through the roof slab into to the internal area of the lots, thus damaging the ceiling. The damage must be rectified. The project manager informed the Owners at the November 15, 2023 EGM that the builder, Deltacorp commenced hob variation work on the roof without approval. This requires a detailed explanation. There is an email dated November 24, 2023 from Henry & Hymas suggesting that the work was mismanaged. The Owners want Henry & Hymas to provide a detailed document outlining the variations that are needed, who asked for them, and why they are needed. There is dispute between the cost of the overages and the actual overages required. Henry & Hymas' report is not reflective of the extra costs. The budget has doubled and the Owners want a substantiation from Henry & Hymas in writing of why this has occurred.

Proposed by: Annette Sultana

For / Against / Abstain

**19 REMEDIAL EXPENSE DOCUMENTATION**

MOTION: That Platinum Strata Management provide Owners with a detailed expense report for SP4275 from March 1, 2022 through to November 20, 2023 along with all contract documentation in regard to the current remedial works immediately after the meeting.

*[Handwritten scribble]*

EXPLANATION: The financial statement provided for the EGM 15th November, 23 provided no detail. We would like to see a detailed expense report outlining all invoices received and dates paid, for the period March 1, 2022 to November 20, 2023. A full financial report including all progress payment claims for the remedial works - that is contractors, subcontractors, builders and project management costs associated with the remedial work.

Proposed by: Annette Sultana

For / Against / Abstain

**20 STRATA LOANS**

MOTION: That Platinum Strata Management provide Owners with a signed and dated copy of all strata loans to date for SP4275 and signed and dated documentation/contracts relating to Deltacorp and Projx PM for ALL work relative to SP4275

*[Handwritten checkmark]*

EXPLANATION: These documents form part of the Owners Corporation's books and records and given the huge cost there should be total transparency between the Strata Manager, the contractors and the project manager.

Proposed by: Annette Sultana

For / Against / Abstain

**20 CONCRETE DRIVEWAY REPAIRS**

That the Owners Corporation SP4275 obtain quotes for the rectification of the sunken driveway

*[Handwritten scribble]*

Explanation: Lot 13 Owner has requested remediation - " The driveway / ramp outside our garage has sunk at least two inches so we are unable to get our car into the garage for 4 years. We damaged our car when we tried to drive into the garage for the first time because of it. This is a trip hazard and a health and safety issue"

For / Against / Abstain

21 **GARAGE DOOR REPAIR RESPONSIBILITY**  
The Owners Corporation SP4275 confirm the responsibility for the garage door repairs.  
Explanation: Lot 13 has requested " The garage door is not working and falling apartment. I would like to see the bylaws to see who is supposed to fix this."  
For / Against / Abstain

22 **COMMON AREA FLYSCREEN REPLACEMENTS**  
That the Owners Corporation SP4275 obtain quotes for the replacement of the flyscreen on Level 4.  
Explanation: Lot 13 has requested the flyscreen opposite the lift in the common area on Level 4 be replaced after noting it is missing.  
For / Against / Abstain

23 **GARAGE LIGHTING**  
That the Owners Corporation obtain quotes for the installation of addition lighting from garage #15 to garage #13.  
Explanation: Lot Owner #13 has requested the installation of additional lighting due to the belief it is a trip hazard and a health and safety issue.  
For / Against / Abstain

24 **CARPET CLEANING**  
That the Owners Corporation SP4275 obtained quotes to have the carpet & windows in the common area on Leve 4 cleaned.  
Explanation: Lot 13 has advised "The carpet and windows in the common area on Level 4 are so dirty, when are they being cleaned".  
For / Against / Abstain

25 **WINDOW FLYSCREENS**  
That the Owners Corporation SP4275 obtained quotes to have the new or replacement flyscreens to common areas.  
Explanation: The Strata Committee would like the Owners Corporation to consider replacing all flyscreens or in the alternative, have new screens fitted to all windows.  
For / Against / Abstain

26 **WINDOW CLEANING**  
That the Owners Corporation SP4275 obtained quotes to have all inaccessible windows cleaned on the outside, due to years of grim/salt build up.  
Explanation: By maintaining the windows they will have a longer life span.  
For / Against / Abstain

27 **WINDOW CLEANING MAINTENANCE**  
That the Owners Corporation SP4275 obtained quotes for a maintenance contract to clean the outside of the windows every 6 or 12 months to maintain a longer life span for the windows by not allowing the salt to deteriorate the framing any further.  
Explanation: The Strata Committee would like to ensure salt is not allowed to deteriorate the framing any further.  
For / Against / Abstain

28 **WINDOW REPAIRS**  
That the Owners Corporation SP4275 obtained quotes to have new felt installed to stop the rattling of the windows.  
Explanation: The windows are rattling in the wind. Many owners / occupants have mentioned this as a problem.  
For / Against / Abstain

29 **WINDOW SHOCKS/SPINDLES**  
That the Owners Corporation SP4275 obtained quotes to have replacement shocks / spindles so windows can be operated more easily and stay open/shut.  
Explanation: Owners / occupiers have reported concerns that some windows cannot be opened / used. The first stairs windows cannot be closed due to this reason and the window lock has seized from age.  
For / Against / Abstain

**30 COMMON PROPERTY FURNITURE**

That the Owners Corporation SP4275 remove all personal furniture from common property areas.

Explanation: At the moment it poses a huge risk if there is an emergency for people to be evacuated safely. If there is ever a fire the furniture is highly combustible and therefore impedes a safe evacuation to the fire stairs, it will also hinder the fire brigade of a safe and efficient ingress and egress for all occupants. Furniture is also blocking fire extinguishers on many levels, which puts people's lives at risk. As a lot of the units are either permanent renters or holiday renters, we are responsible for slip/trips and falls in our common space having personal unauthorised furniture heightens the threat of litigation. As per the NSW Fair Trading advice, people are to refer to Strata Schemes management Regulation 2016 Part 11 Schedule2 ( Strata Schemes Management Regulation 2016 - NSW Legislation <<https://legislation.nsw.gov.au/view/html/inforce/current/sl-2016-0501>>)

For / Against / Abstain

**31 REMOVAL OF FURNITURE ON COMMON PROPERTY**

That the Owners Corporation SP4275, due to safety concerns, have all furniture removed from the common property within 28 days of this meeting.

Explanation: Bylaw 3 states "An owner or occupier of a lot must not obstruct lawful use of common property by any person. Bylaw "5 (1)" states that an owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property without the approval in writing of the owners corporation. Central Coast Council does a free pickup which can be booked as a group.

For / Against / Abstain

**32 LED LIGHTING CHANGEOVER**

That the Owners Corporation SP4275 obtains an LED lighting quote for the upgrading of all common property lighting and fittings, under the govt grant scheme.

Explanation: The govt has a subsidy for LED lighting upgrades. All fittings will be replaced, there will be electricity savings and no lighting maintenance for several years. All fittings and globes have a warranty.

For / Against / Abstain

**32 COMMISSION & TRAINING DECLARATION**

The Owners - Strata Plan No.4275 resolve by ordinary resolution to accept the report below from the strata manager as to what commissions or training services have been provided to or paid for the agent (other than the owners corporation) in connection with the exercise by the agent of functions for the scheme during the preceding 12 months and particulars of any such commission or training services and estimates of any such commissions or training services that the agent believes are likely to be provided to or paid for the agent in the following 12 months.

Platinum Strata Management -training past 12 months and the future 12 months.  
Staff undertake training in-house through the software provider Strata Master and Filesmart both through webinars, attendance or onsite training.  
Staff working with insurances are also required to obtain compliant training every 2 year from Insurance providers to enable them to provide policies to you, gather quotes and attend to insurance claims on behalf of the OC.  
Staff attend most legal and insurance seminars this includes but is not limited to Bannerman's Lawyers, J S Muellers Strata Lawyers, Pobi Lawyers, Strata Community Insurance, Honan Insurance, CHU Insurance & REINSW.  
Staff are required to be registered with Office of Fair Trading which require them to attain a min CPD hours per year.

Commissions received for your plan are limited to insurance commissions in the amount of \$3,870.15. We estimate commissions on insurance will be earned in the coming 12 months at approx the same amount however the SC usually review the quotes provided, that outline any commission payable to us.

Platinum Strata Management does not receive commissions or charge OC a % of invoicing nor do we obtain private services at a discount or fee free rate from any contractor. All services are paid for in full.

*[Explanatory Note: The strata managing agent may receive commissions and/or training services in connection with the exercise of the agents function for the scheme. It is a requirement under section 60 of the Strata Schemes Management Act 2015 that the agent provide a report on the details and amounts of the commissions received for the preceding 12 months and anticipated details and amount of commissions and training services for the following 12 months.]*

For / Against / Abstain

**33 UTILITIES AGREEMENTS**

The Owners - Strata Plan No4275 acknowledge the requirement that any agreements that the owners corporation may have or are considering, for the supply of the utilities (electricity, gas, etc ) to the scheme must be resolved at a general meeting of the Owners Corporation and not a Strata Committee meeting.

*[Explanatory Note: Clause 6 of Schedule 1 of the Strata Schemes Management Act 2015 provides a mandatory motion to consider any supply agreements that owners corporation currently has in relation to utilities i.e. electricity, gas or any other utility relevant to the scheme. The agreements should be provided as part of the notice of meeting in order to permit the owners to sufficiently "consider" the content of the agreements.]*

For / Against / Abstain

34

**DATE OF NEXT AGM**

That the Owners Corporation sets the approx date for the next AGM.

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**CLOSURE:** There being no further business, the chairperson declared the meeting closed at

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**From:** Chris Pselletes <chrisp@hhconsult.com.au>  
**Sent:** Wednesday, June 19, 2024 10:46 AM  
**To:** Justin Manny <justinm@projx.pm>; Debbie Gawne <debbieg@platinumstrata.com.au>  
**Cc:** Ross Lentell <rossl@projx.pm>; Troy Chapman (W) <troy@deltacorpmedial.com.au>; Timur Nami <tnami@hhconsult.com.au>; James Serfontein <james.s@deltacorpmedial.com.au>  
**Subject:** 22C97 - SP4275 - Tasman Towers, 30 Marine Parade, THE ENTRANCE NSW, 2261 - Minutes of Meeting #18

Hi Justin,

Thanks for the meeting minutes. Nothing for us to action atm. This is where we are at:

PLANT ROOM ROOF – Latest correspondence and instructions are attached (Email Dated: 12/06/24). The consensus/solution is 2x new drainage points, screed and waterproof with a new perimeter hob and custom perimeter capping.

UNIT 3 REPAIRS – Current Documentation and advice is attached (S04 preliminary report dated 29/05/2024 + follow up email interim advice dated 30/05/2024). Would be great to receive progressive photos/updates as requested. We still need to document a full scope of works once we reinspect once all is revealed; pending site visit and receipt of WO.

UNIT 3 REMEDIAL SCOPE FEES - Regarding Unit 3 and costs associated, Debbie to provide us with a WO as per our consulting fee attached (Email dated: 30/05/2024).

Kind Regards,

**Chris Pselletes**

*Partner - Senior Structural Engineer*

B.Eng, M.Eng.Sc, MIEAust, CPEng, NER, RPEQ, IPENZ

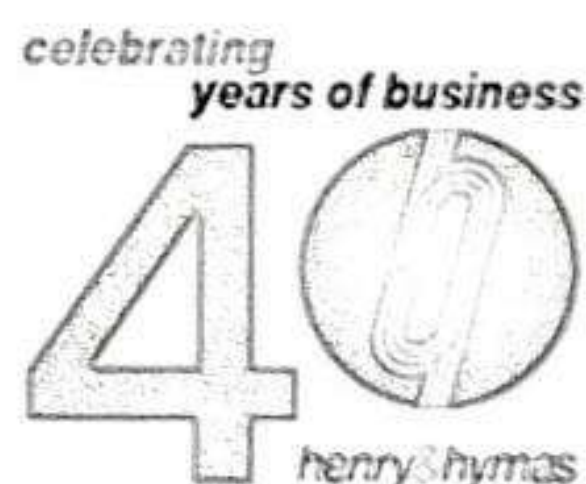
Mobile: 0405 431 995

Phone: 02 9417 8400

Suite 2.01, 828 Pacific Highway

Gordon NSW 2072

chrisp@hhconsult.com.au | www.henryandhymas.com.au



Sydney | Brisbane | Hunter

**From:** Justin Manny <justinm@projx.pm>  
**Sent:** Wednesday, 19 June 2024 10:03 AM  
**To:** Debbie Gawne <debbieg@platinumstrata.com.au>  
**Cc:** Ross Lentell <rossl@projx.pm>; Troy Chapman (W) <troy@deltacorpmedial.com.au>; Timur Nami <tnami@hhconsult.com.au>; James Serfontein <james.s@deltacorpmedial.com.au>; Chris Pselletes <chrisp@hhconsult.com.au>  
**Subject:** SP4275 Tasman Towers 30 Marine Pde The Entrance - Minutes of meeting #18

Good morning, All,

Please find attached minutes for meeting #18.

Please note the urgency for details and costs on the plantroom roof and the interim works to unit 3 and carpark spalling.

Regards,

Justin Manny  
Senior Project Manager

0412 423 110  
[justinm@projx.pm](mailto:justinm@projx.pm)

**From:** Chris Pselletes <[chrisp@hhconsult.com.au](mailto:chrisp@hhconsult.com.au)>  
**Sent:** Thursday, May 30, 2024 9:33 AM  
**To:** Debbie Gawne <[debbieg@platinumstrata.com.au](mailto:debbieg@platinumstrata.com.au)>  
**Cc:** Timur Nami <[tnami@hhconsult.com.au](mailto:tnami@hhconsult.com.au)>  
**Subject:** 22C97 - SP4275 - Tasman Towers - 30 Marine Parade, THE ENTRANCE, NSW - Unit 3 Scope of Works

Hi Debbie,

The WO for \$1600 + GST issued yesterday, as you know, covers our time for the interim recommendations as per report yesterday and follow-up email advice this morning.

Moving forward, our scope is:

- Support Delta to carry out investigations with ongoing advice and clarifications as further areas are revealed
- Inspection once all areas instructed are revealed. Quantity and note all base build details observable
- Develop a detailed scope of works (in a D&BPA conforming format) which will include repairs to the balcony and removal of magnesite, spalling repairs, new sliding doors and balustrades etc.

Our fee for this is \$6400 + GST. Please provide WO once approved.

Kind Regards,

**Chris Pselletes**  
*Partner - Senior Structural Engineer*  
B.Eng, M.Eng.Sc, MIEAust, CPEng, NER, RPEQ, IPENZ  
Mobile: 0405 431 995  
Phone: 02 9417 8400  
Suite 2.01, 828 Pacific Highway  
Gordon NSW 2072  
[chrisp@hhconsult.com.au](mailto:chrisp@hhconsult.com.au) | [www.henryandhymas.com.au](http://www.henryandhymas.com.au)



Sydney | Brisbane | Hunter

# TOWERS

## Report to Owners – June 2024



Prepared By: PROJX PM Client: The Owners SP 4275

### Document Status

Date of Report: 1 July 2024

Prepared by: Ross Lentell & Justin Manny



## 1. INTRODUCTION

This report provides an update on the status of the remedial works project at Tasman Towers, 30 Marine Parade, THE ENTRANCE NSW 2261 to the Strata Committee, the Owners, and Strata Manager.

The report will focus essentially on time, cost and quality and consider project risks and matters to be resolved.

The report is being issued in July 2024 following the last site meeting 27 June 2024 and to confirm some key details and quality matters at the end of March including significant weather delays.

## 2. SCOPE OF WORKS

The project specification and tender documents were prepared by Henry & Hymas, H&H Consulting Engineers Pty Ltd (16<sup>th</sup> January 2023) the scope of the remedial works has since been updated on 15 October 2023 to 22C97-S01(H). The scope of works includes: -

- Concrete Spalling Repairs
- Balcony Repairs
- Roof Re-waterproofing
- Main Roof Perimeter Hob Installation
- Main & Lift Shaft Roof Cavity Flashing Replacement
- Roof Balustrade Replacement
- Anchor Replacement
- Slab Edge Render Repairs
- External Masonry Crack Stitch Repairs
- Brick Repointing

## 3. PROGRAM

### 3.1. KEY DATES

#	ACTIVITY	DATE	COMMENT
1	Contract Commencement Date	8 <sup>th</sup> August 2023	
2	Contract Completion Date	12 <sup>th</sup> December 2023	Contract period is 122 days
3	Forecast Completion Date	End July 2024	Current expectation Pending review of Plantroom roof works by engineer.

## 4. KEY ISSUES

### 4.1. VARIATIONS

Several variations are cost finalized at as the EGM 15 November 2023. These include: - the roof of motor room slab repairs, main roof topping replacement and reinstatement, crack repairs, extent of render replacement, the brick stitching, the brick tie installation.

There will be additional variation, extra over costs or provisional quantity adjustments. The additional are for access and installation of the revised capping details to the roof perimeter per the engineer's detail design, additional safety balustrade to the roof skylight hob perimeter and spalling repairs to inside of the garages at ground floor level Marine Parade costs and the extent of the delay.

In relation to the garage works it was discovered at the commencement of demolition some concern with the extent of corrosion and spalling that extended into unit 3 above the garages. The engineer Henry and Hymas in response has issued interim work requirements so that a proper inspection of the extent of damage can be carried out. The costs for the interim works has been issued to the OC by the contractor Deltacorp and a decision form the OC is required. We remind again that the delay costs are stipulated at \$6,737 / week in the Contract.

#### 4.1.1 ROOF PERIMETER CAPPING

In addition to variations confirmed at the EGM 15 November 2023 we note that there are alterations required for the perimeter roof capping design originally proposed. Costs will be confirmed on the OC approval of the revised sample capping. The variation 13A determination for the extra over cost of the engineers revised capping detail and safe access requirements for the additional installation requirements has been presented at \$7,300.00 ex GST and OC approval to proceed with fabrication has been given 22 May 2024. It has been noted that there is a discrepancy on the specification relating to the roof capping. Clarification from Henry and Hyma Engineers, requires the use of colourbond Ultra material as the capping material not colourbond steel. At 1 July 2024, We await costs for the upgrade material from Deltacorp

#### SPALLING TO GARAGE OF UNIT 9, 10, 11 AND 12.

Works to the spalling in the garages has commenced. As advised above the spalling has extended into unit 3 and additional inspection and repair works is required by Henry and Hymas. Henry and Hymas have issued a list of interim requirements for inspection withing unit and this includes additional prop support to the underside of the unit. This is Variation #16 as a revision of the approved Variation #14. Costs for variation have been submitted by the builder and direction from the owners is required. Note, that because Variation #14 was approved and #16 is derived from this, then delays in approval of the #16 and subsequent repairs can attract delays from the contractor.

#### 4.1.2 BALUSTRADE TO SKYLIGHT PERIMETER.

Variation determination has been present for the amendment of the skylight hobs for balustrade to be installed as the primary safety requirements and per the revised engineering drawings. The quotation submitted by the contractor for the skylight perimeter balustrade is cost presented at \$9,750.00 ex GST. We await OC approval to proceed with the works.



#### 4.1.3 Proposed variations to be costed.

- Some owners have requested quotations for additional repair items, including:
- Security and intercom upgrade
- Replacement of balcony doors and unit windows
- Painting / protection of façade exposed concrete
- Balustrade upgrades.

We await work orders from the OC to source quotations for the proposed works.

#### 4.2. BUDGET

A revised budget is presented in this report. It is important the owners agree to the revised budget and have finance in place. All items are seen as essential repairs by the engineer.

#### 4.3. QUALITY

We note there has been a reported product defect with some buckets of the adhesive for the vapor barrier installed on the Northern side of the roof. All the defect material has been removed from the roof and replaced with new.

All insulation has been installed and membrane application is progressing, but significantly delayed by weather. There will be a time delay, however there will be no cost penalties to the Owners Corp. ProjxPM requested a review of the area and procedures by Henry and Hymas per emails 24 May 2024 and a positive assessment noted. It is also noted that the suppliers of the roof insulation board and waterproof membrane have already praised the installation in preparation of issuing their warranty documents.

#### 4.4. DELAY

We note there has been significant affect on the program by the prolonged wet weather. Program additions for variations just approved at the end of May 2024, add to the program and we have forecast completion at this time to the end of July 2024.



## 6. BUDGET / COST PLAN

### PROJECT COST PLAN

Project: REMEDIAL WORKS at

Address: TASMAN TOWERS - 30 Marine Parade THE ENTRANCE

Date: 30/6/24

Version: Rev 0

Item	Description	Budget
1.0	PROFESSIONAL FEES	
1.1	DESIGN FINALISATION & COMPLIANCE	
1.1.1	Project Manager	\$ 85,000.00
1.1.2	Engineer (Henry & Hymas)	\$ 65,000.00
		\$ 150,000.00
1.3	Contingency ( - reduced to zero)	
	<b>Total, Consultants</b>	<b>\$ 150,000.00</b>
3.0	CONTRACTOR	
3.1	HEAD CONTRACTOR	
	Contracted Works	\$ 605,023.60
	VARIATIONS	
	Confirmed	
0	Credit for HBCF insurance	\$ (4,369.08)
1	Survey Of Roof Top	\$ 4,700.00
2	Roof Topping Removal	\$ 69,077.50
3	3 Additional Anchor Points	\$ 1,848.00
4	Crack Stitching	\$ 23,094.50



5	Render Repairs	\$ 1,495.38
6	Remedial Wall Ties	\$ 148,500.00
8	PIR Boards and screed	\$ 116,725.00
7	Increase in hob size (due to roof insulation).	\$ 36,338.40
9	Hire Equipment	\$ 6,460.00
10	Roof Anchor	\$ 2,322.50
11	Access for Remedial wall tie installation	\$ 11,040.00
12	Unit 12 - Magnestite Removal	\$ 13,863.50
13	Flashing & Balustrade	
14	Spalling Repairs to garages	\$ 17,600.00
15	Delay Costs	\$ 56,302.07
16	Interim works for engineer - addition to variation #14	\$ 17,300.00
	<b>Anticipated</b>	
	Balustrade to skylights	\$ 9,750.00
	<b>Perimeter Capping</b>	\$ 8,000.00
3.2	Contingency ( - reduced to zero)	\$ -
<b>TOTAL - CONTRACTOR</b>		<b>1145071.37</b>

Updated Budget as noted below.



**KEY ITEMS:**

Variations approved: -

- As above

Variations pending- Costs to be confirmed.

- Skylight void balustrades.
- Extra over costs of additional engineer designed roof perimeter capping.

Client requested additional works not included in the cost plan: -

- Glazing replacement
- Painting façade
- Entry security

Current Estimated Construction cost (includes estimate of the above savings and additional costs) - \$1,127,771.37 excl GST.

Current estimate of consultant fees (including PM) - \$150,000 excl GST.

TOTAL - \$1,277,771.37 (Excluding GST)

## 7. PROJECT RISKS

PROJECT AREA	STATUS	SUMMARY COMMENTS
Work Health Safety	Green	No issues at this time.
Design Matters pending	Amber	<ul style="list-style-type: none"> <li>• Finalization of lift motor room roof repair</li> <li>• Balustrade handrail posts degraded</li> </ul>
BCA Compliance	Amber	A/C condensers on balconies – resolution to be confirmed (TBC)
Construction Program	Amber	Currently we expect works to complete in April, but this is subject to weather and any further variation work.
Project Costs & Variations	Amber	Variations to contract to be approved.
Services / Utilities	Green	No issues identified at this time.

Key:



Issue requires escalating action



Requires monitoring



On track managed issues

## 8. ATTACHMENTS

COST PLAN – Budget Update

**PROJECT COST PLAN**  
Project: **REMEDIAL WORKS at**  
Address: **TASMAN TOWERS - 30 Marine Parade THE ENTRANCE**

Date: 30/6/24  
Version: REV 0

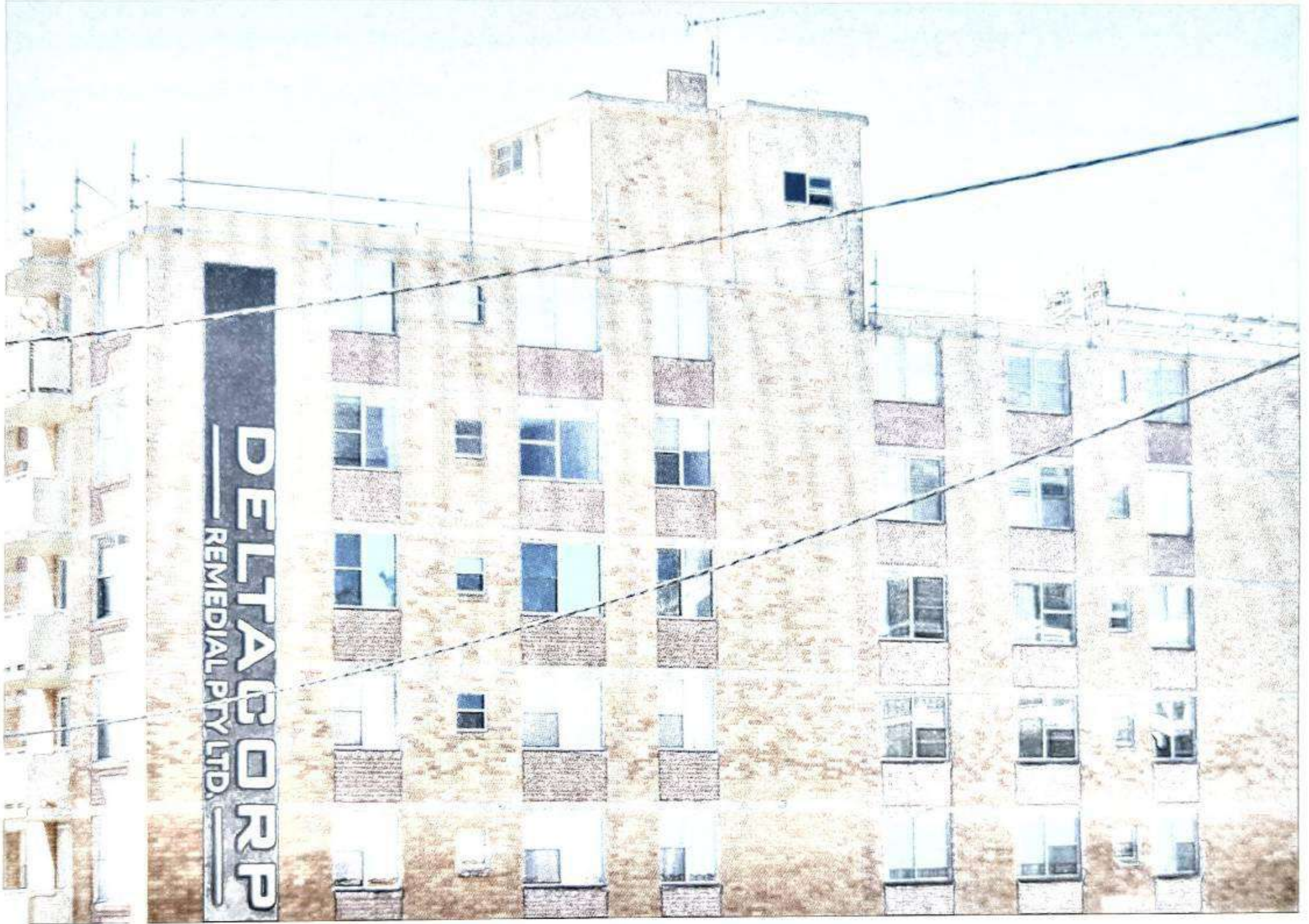
Item	Description	Budget	Actual Mar-23	Actual Jul-23	Actual Aug-23	Actual Sep-23	Actual Oct-23	Actual Nov-23	Actual Dec-23	Actual Jan & Feb 24	Actual Mar-24	Actual Apr-24	Forecast May-24	Total Claim to Date	Total Remaining to Claim (forecast)
1.0	PROFESSIONAL FEES														
1.1	DESIGN FINALISATION & COMMENCE														
1.1.1	Project Manager	\$ 85,000.00													
1.1.2	Engineer (Henn & Hyman)	\$ 65,000.00													
1.1.2	Engineer (Henn & Hyman)	\$ 150,000.00													
1.3	Contingency (- reduced to zero)	\$ 150,000.00													
<b>Total Consultants</b>		\$ 150,000.00	\$ 7,075.00	\$ 65,000.00	\$ 60,649.26	\$ 63,980.00	\$ 53,282.73	\$ 68,456.20	\$ 53,000.00	\$ 17,500.00	\$ 57,044.00	\$ 54,776.65	\$ 51,000.00	\$ 499,414.60	\$ 105,609.00
3.0	CONTRACTOR														
3.1	HEAD CONTRACTOR														
	Contractor Varies	\$ 605,023.60	\$ 60,502.41	\$ 65,000.00	\$ 60,649.26	\$ 63,980.00	\$ 53,282.73	\$ 68,456.20	\$ 53,000.00	\$ 17,500.00	\$ 57,044.00	\$ 54,776.65	\$ 51,000.00	\$ 499,414.60	\$ 105,609.00
<b>VARIATIONS</b>															
0	Confirmed														
1	Credit for HBC Insurance	\$ (4,369.08)	\$ (4,369.08)											\$ (4,369.08)	
2	Survey of Roof Top	\$ 4,700.00	\$ 4,700.00											\$ 4,700.00	
3	Roof Coping Removal	\$ 69,077.50	\$ 69,077.50											\$ 69,077.50	
4	3 Additional Anchor Points	\$ 1,848.00					\$ 1,848.00							\$ 1,848.00	
5	Cable Stitching	\$ 23,094.50						\$ 23,094.50						\$ 23,094.50	
6	Render Repairs	\$ 1,495.38												\$ 1,492.64	
7	Remedia Wall Ties	\$ 148,500.00												\$ 141,000.00	
8	PIR Boards and screed	\$ 116,725.00												\$ 10,000.00	\$ 2,74
9	Increase in slab size (due to roof insulation)	\$ 36,338.40												\$ 30,000.00	\$ 6,338.40
10	Hire Equipment	\$ 6,460.00												\$ 1,800.00	\$ 4,660.00
11	Roof Anchor	\$ 2,322.50												\$ 2,322.50	
12	Access for Remedial wall installation	\$ 11,040.00												\$ 11,040.00	
13	Unit 2 - Magnecrete Removal	\$ 13,863.50												\$ 13,863.50	
13A	Lightweight aggregate balustrade	\$ 7,257.48													
14	Roof perimeter capping capping	\$ 17,600.00													
15	Spalling Repairs to garages	\$ 56,302.07												\$ 56,302.07	
16	Debris Costs	\$ 17,300.00													
16	Initial works for engineer - addition to variation #14														
13	Antiquized														
13A	Ballustrade to skybridge/ignitables	\$ 9,750.00													\$ 9,750.00
17	Perimeter Capping Rev 1. Ultra	\$ 1,666.60													\$ 1,666.60
18	Plant room roof - screed and drainage	\$ 12,000.00													\$ 12,000.00
16	Repairs to unit 3 scalling	\$ 25,000.00													\$ 25,000.00
16	Initial works for engineer - addition to variation #14	\$ 17,300.00													
3.7	Contingency (- reduced to zero)	\$ 120,295.45													
<b>TOTAL CONTRACTOR</b>		\$ 1,350,295.45	\$ 60,502.41	\$ 65,000.00	\$ 60,649.26	\$ 63,980.00	\$ 53,282.73	\$ 68,456.20	\$ 53,000.00	\$ 17,500.00	\$ 57,044.00	\$ 54,776.65	\$ 51,000.00	\$ 957,035.72	\$ 158,802.25
<b>TOTAL</b>		\$ 1,485,325.00	\$ 66,552.65	\$ 71,500.00	\$ 68,055.18	\$ 143,020.00	\$ 149,830.73	\$ 245,640.84	\$ 79,151.00	\$ 80,474.49	\$ 132,436.07	\$ 68,864.15	\$ 60,500.00	\$ 1,013,510.72	\$ 183,989.75
<b>TOTAL INCLUDING GST</b>		\$ 1,485,325.00	\$ 66,552.65	\$ 71,500.00	\$ 74,860.70	\$ 157,322.00	\$ 164,813.80	\$ 270,204.92	\$ 87,066.10	\$ 88,521.94	\$ 145,678.68	\$ 69,280.37	\$ 66,550.00	\$ 1,114,861.79	\$ 202,388.73

Not assessed or verified by Projx PM



# TASMAN TOWERS

## Report to Owners – May 2024



Prepared By: PROJX PM Client: The Owners SP 4275

### Document Status

Date of Report: 31 May 2024

Prepared by: Ross Lentell & Justin Manny



## 1. INTRODUCTION

This report provides an update on the status of the remedial works project at Tasman Towers, 30 Marine Parade, THE ENTRANCE NSW 226 to the Strata Committee, the Owners, and Strata Manager.

The report will focus essentially on time, cost and quality and consider project risks and matters to be resolved.

The report is being issued in April 2024 following the last site meeting 5 April 2024 and to confirm some key details and quality matters at the end of March including significant weather delays.

## 2. SCOPE OF WORKS

The project specification and tender documents were prepared by Henry & Hymas, H&H Consulting Engineers Pty Ltd (16<sup>th</sup> January 2023) the scope of the remedial works has since been updated on 15 October 2023 to 22C97-S01(H). The scope of works includes: -

- Concrete Spalling Repairs
- Balcony Repairs
- Roof Re-waterproofing
- Main Roof Perimeter Hob Installation
- Main & Lift Shaft Roof Cavity Flashing Replacement
- Roof Balustrade Replacement
- Anchor Replacement
- Slab Edge Render Repairs
- External Masonry Crack Stitch Repairs
- Brick Repointing

## 3. PROGRAM

### 3.1. KEY DATES

#	ACTIVITY	DATE	COMMENT
1	Contract Commencement Date	8 <sup>th</sup> August 2023	
2	Contract Completion Date	12 <sup>th</sup> December 2023	Contract period is 122 days
3	Forecast Completion Date	End May 2024	Current expectation



## 4. KEY ISSUES

### 4.1. VARIATIONS

Several variations are cost finalized at as the EGM 15 November 2023. These include: - the roof of motor room slab repairs, main roof topping replacement and reinstatement, crack repairs, extent of render replacement, the brick stitching, the brick tie installation.

There will be additional variation, extra over costs or provisional quantity adjustments. The additional are for access and installation of the revised capping details to the roof perimeter per the engineer's detail design, additional safety balustrade to the roof skylight hob perimeter and spalling repairs to inside of the garages at ground floor level Marine Parade costs and the extent of the delay.

We note that the delay costs are stipulated at \$6,737 / week in the Contract.

#### 4.1.1 ROOF PERIMETER CAPPING

In addition to variations confirmed at the EGM 15 November 2023 we note that there are alterations required for the perimeter roof capping design originally proposed. Costs will be confirmed on the OC approval of the revised sample capping. The variation 13A determination for the extra over cost of the engineers revised capping detail and safe access requirements for the additional installation requirements has been presented at \$7,300.00 ex GST and OC approval to proceed with fabrication has been given 22 May 2024. Fabrication is underway and delivery expected second week of June 2024.

#### 4.1.2 SPALLING TO GARAGE OF UNIT 9, 10, 11 AND 12.

Variation determination has been present for the quotation submitted by the contractor for the quantities of spalling presented by the engineer for spalling to garage ceilings units 9, 10, 11 and 12. Cost presented is \$17,600 ex GST. We are advised at this time, that replacement of the corroded garage door pelmets is by the individual owners. Owners have approved the spalling repair variation 22 May 2024. Work is underway as at 31 May 2024 and it is noted that the extent of damage highlighted after the removal of the garage doors is significant in the location below unit 3 balcony door. Engineers are providing advice. Deltacorp are providing costs to the engineers directives.

#### 4.1.3 BALUSTRADE TO SKYLIGHT PERIMETER.

Variation determination has been present for the amendment of the skylight hobs for balustrade to be installed as the primary safety requirements and per the revised engineering drawings. The quotation submitted by the contractor for the skylight perimeter balustrade is cost presented at \$9,750.00 ex GST. We await OC approval to proceed with the works.

#### 4.1.3 Proposed variations to be costed.

- Some owners have requested quotations for additional repair items, including:
- Security and intercom upgrade
- Replacement of balcony doors and unit windows
- Painting / protection of façade exposed concrete
- Balustrade upgrades.

We await work orders from the OC to source quotations for the proposed works.

### 4.2. BUDGET

A revised budget is presented in this report. It is important the owners agree to the revised budget and have finance in place. All items are seen as essential repairs by the engineer.



#### 4.3. QUALITY

We note there has been a reported product defect with some buckets of the adhesive for the vapor barrier installed on the Northern side of the roof. All the defect material has been removed from the roof and replaced with new. All insulation has been installed and membrane application is progressing, but significantly delayed by weather. There will be a time delay, however there will be no cost penalties to the Owners Corp. ProjxPM requested a review of the area and procedures by Henry and Hymas per emails 24 May 2024 and a positive assessment noted. It is also noted that the suppliers of the roof insulation board and waterproof membrane have already praised the installation in preparation of issuing their warranty documents.

#### 4.4. DELAY

We note there has been significant affect on the program by the prolonged wet weather. Program additions for variations just approved at the end of May 2024, add to the program and we have forecast completion at this time to the end of July 2024.

### 5. PROGRESS PHOTOS



Torch on membrane application to Southern /roof is near completion. Detailing membrane to plinths complete.



## 6. BUDGET / COST PLAN

Updated Budget as noted below.

Item	Description	Budget
1.0	PROFESSIONAL FEES	
1.1	DESIGN FINALISATION & COMPLIANCE	
1.1.1	Project Manager	\$ 85,000.00
1.1.2	Engineer (Henry & Hymas)	\$ 65,000.00
		\$ 150,000.00
1.3	Contingency ( - reduced to zero)	
	<b>Total, Consultants</b>	<b>\$ 150,000.00</b>
3.0	CONTRACTOR	
3.1	HEAD CONTRACTOR	
	Contracted Works	\$ 605,023.60
	VARIATIONS	
	Confirmed	
0	Credit for HBCF insurance	\$ (4,369.08)
1	Survey Of Roof Top	\$ 4,700.00
2	Roof Topping Removal	\$ 69,077.50
3	3 Addlontal Anchor Points	\$ 1,848.00
4	Crack Stitching	\$ 23,094.50
5	Render Repairs	\$ 1,495.38
6	Remedial Wall Ties	\$ 148,500.00
8	PIR Boards and screed	\$ 116,725.00
7	Increase in hob size (due to roof insulatio	\$ 36,338.40
9	Hire Equipment	\$ 6,460.00
10	Roof Anchor	\$ 2,322.50
11	Access for Remedial wall tie installation	\$ 11,040.00
12	Unit 12 - Magnestite Removal	\$ 13,863.50
13	Flashing & Balustrade	
14	Spalling Repairs to garages	\$ 17,600.00
15	Delay Costs	\$ 56,302.07
	Anticipated	
	Balustrade to skylights	\$ 9,750.00
	Perimeter Capping	\$ 8,000.00
3.2	Contingency ( - reduced to zero)	\$ -
	<b>TOTAL - CONTRACTOR</b>	<b>\$1,127,771.37</b>
	<b>TOTAL</b>	<b>\$ 1,277,771.37</b>
	TOTAL INCLUDING GST	\$ 1,405,548.51

KEY ITEMS:

Variations approved: -



- As above

Variations pending- Costs to be confirmed.

- Skylight void balustrades.
- Extra over costs of additional engineer designed roof perimeter capping.

Client requested additional works not included in the cost plan: -

- Glazing replacement
- Painting façade
- Entry security

Current Estimated Construction cost (includes estimate of the above savings and additional costs) - \$1,127,771.37 excl GST.

Current estimate of consultant fees (including PM) - \$150,000 excl GST.

TOTAL - \$1,277,771.37 (Excluding GST)

## 7. PROJECT RISKS

PROJECT AREA	STATUS	SUMMARY COMMENTS
Work Health Safety	Green	No issues at this time.
Design Matters pending	Amber	<ul style="list-style-type: none"> <li>• Finalization of lift motor room roof repair</li> <li>• Balustrade handrail posts degraded</li> </ul>
BCA Compliance	Amber	A/C condensers on balconies – resolution to be confirmed (TBC)
Construction Program	Amber	Currently we expect works to complete in April, but this is subject to weather and any further variation work.
Project Costs & Variations	Amber	Variations to contract to be approved.
Services / Utilities	Green	No issues identified at this time.

Key:



Issue requires escalating action



Requires monitoring



On track managed issues

## 8. ATTACHMENTS

COST PLAN – Budget Update

EXTENSION OF TIME REGISTER

**MINUTES OF THE ANNUAL GENERAL MEETING OF THE OWNERS CORPORATION, STRATA PLAN 4275, TASMAN TOWERS, 30 MARINE PARADE, THE ENTRANCE NSW 2261, HELD AT PLATINUM STRATA MANAGEMENT & VIRTUALLY C1,80 MANN ST GOSFORD WEDNESDAY, 30 AUGUST 2023 COMMENCING AT 11:00 AM.**

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**ADMINISTRATION**

Debbie Gawne chaired the meeting, declared a quorum and opened the meeting at 11:00am.

Owners in attendance: Darryl Tutton (Lot 2); Stuart Clancy (Lot 4); Melanie & Paul Marshall (Lot 11); Robert & Aubrey Cornwall (Lot 13); Daniel Valente (Lot 16 Arrived at 11:24am); Rick O'Connor (Co Nominee Lot 24).

Owners voting electronically: Kevin & Beryl Cadman (Lots 5,6,7,8); David Pagnan & Georgette Gabriel (Lot 9,10); Amie & Mark Patty (Lot 12); Annette Sultana (Lot 21,22).

Proxies: Kevin Cadman (Lots 5,6,7,8) to Stuart Clancy, Aubrey Cornwall (Lot 13) to Robert Cornwall; Gillian Valente (Lot 16) to Daniel Valente.

Apologies: Kevin & Beryl Cadman (Lots 5,6,7,8).

Voting Rights: All lots declared financial to vote.

In Attendance: Debbie Gawne of Platinum Strata Management, Justin Manny of Projx PM.

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**1 PROJECT MANAGER UPDATE**

**Resolved** that the Owners Corporation SP4275 accepted the update from Justin Manny of Projx for the current remedial repairs.

**Unanimous** All For / 0 Against / 0 Abstain

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**2 CONFIRMATION OF MINUTES**

**Resolved** that the Owners - Strata Plan No.4275 confirm the minutes of the last general meeting of the owners corporation held on 21/04/2023.

**Unanimous** All For / 0 Against / 0 Abstain

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**3 FINANCIAL STATEMENTS**

**Resolved** that the Owners - Strata Plan No.4275 consider the audited accounting records and last financial statements prepared and to adopt the financial statements.

**Unanimous** All For / 0 Against / 0 Abstain

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**4 AUDITOR**

**Resolved** that the Owners Corporation 4275 engages a suitably qualified auditor to conduct an audit of the financial statements.

**Unanimous** All For / 0 Against / 0 Abstain

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**5 INSURANCE VALUATION**

**Resolved** that the Owners - Strata Plan No.4275 undertake an insurance valuation, from a valuer to value the building damage insurance amount for reinstatement as now required under section 161 of the Strata Schemes Management Act 2015.

**Unanimous** All For / 0 Against / 0 Abstain

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**6 WH & S REPORT**

**Resolved** that the Owners Corporation SP4275 undertake an WH & S Report once all the building works are completed.

**Unanimous** All For / 0 Against / 0 Abstain

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**7 10 YEAR CAPITAL WORKS FUND PLAN**  
**Resolved** that the Owners - Strata Plan No.4275 -

- a) to review, revise and implement the current 10-year plan for capital works fund plan. OR  
**Motion Defeated** 0 For / All Against / 0 Abstain
- b) to implement the current 10-year plan for capital works fund in accordance with section 80(7) of the Strata Schemes Management Act 2015. OR  
**Motion Defeated** 0 For / All Against / 0 Abstain
- c) to prepare a 10-year capital works fund plan in time for the next AGM.  
**Resolved** 11 For (Lot 2,4,9,10,11,12,13,16,21,22,24) / 4 Against (Lot 5,6,7,8) / 0 Abstain
- 

**8 SERVICE OF NOTICE**

**Resolved** that in accordance with section 265 of the Strata Schemes Management Act 2015(NSW):  
The Owners Corporation changes its address for service of notices to;

Platinum Strata Management  
PO Box 1221  
Gosford NSW 2250

And that this service address be registered at Land & Property Information, New South Wales.

**Unanimous** All For / 0 Against / 0 Abstain

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**9 GENERAL MEETING MATTERS**

**Resolved** that the Owners - Strata Plan No.4275, in accordance with clause 6(a) and 9(i) of Schedule 1 of the Strata Schemes Management Act 2016 determine that no restriction is placed on the strata committee other than those imposed by s36(3) of the Act.

For 13 (Lot 2,4,5,6,7,8,9,10,11,16,21,22,24) / 1 Against (Lot 13) / 1 Abstain (Lot 12)

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**10 INSURANCE RENEWAL**

**Resolved** that the Owners - Strata Plan 4275 -

a) confirm the current insurance coverage held by the strata scheme and determine if insurances effected on behalf of the owners corporation subject to the insurance valuation.

**Unanimous** All For / 0 Against / 0 Abstain

b) in accordance with section 165(2) of the Strata Schemes Management Act 2015 maintain the current office bearers liability insurance.

**Unanimous** All For / 0 Against / 0 Abstain

c) in accordance with section 165(2) of the Strata Schemes Management Act 2015 maintain the current fidelity guarantee insurance.

**Unanimous** All For / 0 Against / 0 Abstain

d) to appoint Debbie Gawne of Platinum Strata Management the function of obtaining quotations for all items of insurance required under the Strata Schemes Management Act 2015.

**Unanimous** All For / 0 Against / 0 Abstain

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**11 PEST CONTROL**

**Resolved** that the Owners - Strata Plan No.4275 undertake a cockroach spray once all major works are completed.

**Unanimous** All For / 0 Against / 0 Abstain

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**12 DESIGN PRACTITIONER COSTS**

**Resolved** that the Owners Corporation SP4275 ratify the decision to approve the additional costs for the design practitioner Henry & Hymas, in the amount of \$42,000 + GST for the final design compliance declarations, DTS or performance solutions and

Answering scope related RFIs

1. Review of any requests to changes to design
2. Updating scope of works
3. Detailing and designing associated with ongoing unseen latent site conditions
4. Routine site inspections and reports
5. Final sign off

12 For (Lot 2,4,5,6,7,8,9,10,11,12,16,24) / 3 Against (Lot 13,21,22) / 0 Abstain

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**13 AUTHORISATION TO LOAN CAPITAL WORKS FUND MONIES**

**Resolved** that the Owners Corporation authorise the strata managing agent to transfer sufficient funds between the Capital Works Fund to the Administration Funds so as to cover any shortfall of funds for the payments of insurance premiums and other invoices. Such loans are to be repaid to the Capital Works Fund/Administration Fund immediately on receipt of appropriate levies but no later than 3 months from the transfer date.

13 For (Lot 2,4,5,6,7,8,9,10,11,12,13,16,24) / 2 Against (Lot 21,22) / 0 Abstain

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**14 GLASS BALUSTRADES**

**Amended & Resolved** that the Owners Corporation defer to a future general meeting once further information and costing estimates are known.

**Unanimous** All For / 0 Against / 0 Abstain

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**15 PROPOSED BUDGET**

**Amended & Resolved** that the Owners - Strata Plan 4275 determine the amount of money the owners corporation will need to credit to the:

a) Administrative Fund:

- i. In accordance with section 79(1) and section 81(1) of the Strata Schemes Management Act 2015 contributions to the administrative fund be determined at \$55,000.00.
- ii. That the contributions to the administrative fund be paid in equal quarterly instalments, the first such instalment being due on 01/05/2023 and subsequent instalments being due on the days of 01/08/2023, 01/11/2023, 01/02/2024.
- iii. That these levies are maintained for each Quarter or part thereof until reconsidered at a fittingly convened AGM.

9 For (Lot 2,4,9,10,11,12,13,16,24) / 6 Against (Lot 5,6,7,8,21,22) / 0 Abstain

b) Capital Works Fund:

- i. In accordance with section 79(2) and section 81(1) of the Strata Schemes Management Act 2015 and contributions to the capital work fund be determined in accordance with of the Strata Schemes Management Act 2015 at \$121,000.00.
- ii. That the contributions to the capital works fund be paid in equal quarterly instalments, the first such instalment being due on 01/05/2023 and subsequent instalments being due on the days of 01/08/2023, 01/11/2023, 01/02/2024.
- iii. That these levies are maintained for each Quarter or part thereof until reconsidered at a fittingly convened AGM.

9 For (Lot 2,4,9,10,11,12,13,16,24) / 6 Against (Lot 5,6,7,8,21,22) / 0 Abstain

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**16 STRATA COMMITTEE**

**Resolved** all strata committee positions were declared vacant and nominations called.

Nominations: Melanie Marshall nominated by David Pagnan & Georgette Gabriel, Paul Marshall nominated by David Pagnan & Georgette Gabriel, Amie Patty nominated by Mark Patty.

All nominees accepted their nomination.

**Resolved** that the size of the Strata Committee for the following year is set at three (3).

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**17 MINOR WORKS BYLAW**

The Owners - Strata Plan No.4275 SPECIALLY RESOLVES pursuant to sections 110 and 142 of the Strata Schemes Management Act 2015 ("the Act") to make a by-law on the following terms and that notification of this change to the by-laws be lodged for registration in accordance with section 141(2) of the Act at the Registrar-General's Office and pursuant to section 110(6)(b) of the Act delegates to the Strata Committee its functions of providing the written approval of the Owners Corporation to the works contemplated by the by-law:

**Special By-Law No. 1**

**By-Law for Minor Renovation Works**

**Part 1  
Definitions and Interpretation**

1.1 In this by-law:

(a) "**Act**" means the Strata Schemes Management Act 2015.

(b) "**Council**" means the local council within whose boundaries the Owners Corporation is located and, where relevant, includes a private certifying authority if the private certifying authority is able to consent to the Works.

- (c) **"Exclusive Use Area"** means the common property area(s) reasonably required to keep the Works.
- (d) **"Insurance"** means:
- (i) contractors' all risk insurance with an authorised insurer (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the Works to a minimum of \$10,000,000);
  - (ii) insurance required under the Home Building Act 1989, if required; and
  - (iii) workers' compensation insurance, if required.
- (e) **"Lot"** means a lot in Strata Plan No.4275.
- (f) **"Owner"** means the owner of the Lot from time to time and that owner's successors in title.
- (g) **"Owners Corporation"** means the owners corporation created by the registration of strata plan no. 4275.
- (h) **"Regulations"** means the Strata Schemes Management Regulation 2016.
- (i) **"Strata Committee"** means the strata committee appointed by the Owners Corporation in general meeting from time to time pursuant to section 29 of the Act.
- (j) **"Strata Scheme"** means the strata scheme in respect of which this by-law applies.
- (k) **"Works"** means the minor renovation works for the purposes of section 110 of the Act including, but not limited to, the following types of works:
- (i) renovating a kitchen, bathroom, ensuite, bedroom, laundry or toilet;
  - (ii) changing recessed light fittings;
  - (iii) installing or replacing hard wood floors and/or removing carpet or other soft floor coverings to expose underlying wooden or other hard floors;
  - (iv) installing or replacing wiring or cabling or power or access points;
  - (v) work involving reconfiguring walls;
  - (vi) installing a rainwater tank;
  - (vii) installing a clothesline or similar laundry drying device;
  - (viii) installing a reverse cycle split system air conditioner;
  - (ix) installing double or triple glazed windows;
  - (x) installing a heat pump;
  - (xi) installing ceiling insulation;
  - (xii) installing a false ceiling;
  - (xiii) installing a suspended ceiling;
  - (xiv) installing smoke detectors either battery operated or hard wired;
  - (xv) installing intercom handsets;
  - (xvi) installing ceiling downlights; and
  - (xvii) any other work prescribed by section 110 of the Act or clause 28 of the Regulations from time to time;

but does not include works which involve structural changes, the movement or relocation of plumbing, the removal and replacement of floor or wall tiles, changes to the external appearance of a lot, waterproofing or replacement of waterproof membranes.

1.2 In this by-law:

- (a) references to any statutory or like provisions include any statutory or like provisions amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them;

- (b) words importing the singular number include the plural and vice versa;
- (c) words importing the masculine, feminine or neuter gender include both of the other two genders;
- (d) any expression used in this by-law and which is defined in the Act will have the same meaning as that expression has in that legislation unless a contrary intention is expressed in this by-law; and
- (e) if there is any inconsistency between this by-law and any other by-law applicable to the Strata Scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

**Part 2  
Grant of Special Privilege and Exclusive Use**

- 2.1 Subject to compliance with the conditions referred to in Part 3 of this by-law, the Owner:
- (a) is authorised by the Owners Corporation pursuant to section 110 of the Act to undertake the Works;
  - (b) is granted the special privilege to undertake the Works and to keep the Works in the Exclusive Use Area; and
  - (c) has exclusive use of the Exclusive Use Area.

**Part 3  
By-Law Conditions**

**Prior to commencement of the Works**

- 3.1 Prior to commencement of the Works, the Owner must give notice in writing to the Strata Committee of the proposed Works, including the following:
- (a) details of the Works, including copies of all plans, drawings and specifications;
  - (b) if Council consent is required, provide evidence to the Strata Committee of the Owners Corporation that the required consent from Council has been obtained;
  - (c) duration and time of the Works;
  - (d) details of the person(s) carrying out the Works, including the qualifications and licence details of that person(s);
  - (e) arrangements to manage any resulting rubbish and debris;
  - (f) cause Insurance to be effected and maintained; and
  - (g) provide their written consent to the making of this by-law.
- 3.2 Prior to commencement of the Works, the Owner must obtain the Strata Committee's written approval.
- 3.3 The Strata Committee must not unreasonably withhold its approval to the proposed Works.

**Performance of the Works**

- 3.4 In carrying out the Works, the Owner must:
- (a) cause to be effected and maintained Insurance for the duration of the Works;
  - (b) use duly licensed employees, contractors or agents to conduct the Works;
  - (c) ensure that the Works are carried out in a proper and workmanlike manner;
  - (d) use best quality and appropriate materials;
  - (e) ensure that the Works comply with the current Building Code of Australia, all pertinent Australian Standards and the law;
  - (f) ensure that the Works are installed in accordance with the manufacturer's instructions and specifications;
  - (g) ensure that any holes created or penetrations made in the common property during the Works are adequately sealed;
  - (h) not allow the obstruction of reasonable use of the common property areas of the Strata Scheme in the course of the Works by building materials, tools, machines, debris or motor vehicles;
  - (i) carry out the Works so as to cause minimum noise, disturbance and inconvenience to other residents in the Strata Scheme during the times as set out by the Strata Committee of the Owners Corporation;

- (j) comply with any reasonable requirement of the Strata Committee of the Owners Corporation concerning the means of entering and leaving the building for tradesmen, building materials, tools and debris;
- (k) ensure that all debris from the installation of the Works is removed from the common property at the Owner's cost;
- (l) protect all affected areas of the building outside the Works from damage relating to the Works or the transportation of construction materials, equipment and debris;
- (m) 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 and if this happens, the Owner must rectify that interference or damage within a reasonable period of time and at its own cost;
- (n) not vary the Works without first obtaining the consent in writing from the Strata Committee of the Owners Corporation;
- (o) perform the Works within a period of 4 months from their commencement or such other period as reasonably approved by the Strata Committee of the Owners Corporation;
- (p) carry out the Works between the hours of 8:00am and 4:30pm Monday to Friday and between 8:00am and 12:30pm on Saturday (or such other times reasonably approved by the Strata Committee of the Owners Corporation) and the Owner must not carry out the Works on Sundays or on days which fall on a public holiday;
- (q) ensure that no tradesperson's vehicles obstruct the common property other than on a temporary and non-recurring basis when delivering or removing materials or equipment and then only for such time as is reasonably necessary; and
- (r) comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the Works; and
- (s) clean any part of the common property affected by the Works on a daily basis and keep all of those parts of the common property clean, neat and tidy during the Works.

#### **After the Conduct of the Works**

3.5 After the Works have been completed, the Owner must:

- (a) promptly notify the Strata Committee of the Owners Corporation that the Works have been completed;
- (b) promptly notify the Strata Committee of the Owners Corporation that all damage, if any, to lot and common property caused by the Works and not permitted by this by-law have been rectified; and
- (c) if required, provide the Strata Committee of the Owners Corporation with certification from a suitably qualified engineer(s) approved by the Strata Committee of the Owners Corporation that the works required to rectify any damage to lot or common property have been completed in accordance with the terms of this by-law.

#### **Lot Owner's Enduring Rights and Obligations**

3.6 The Owner:

- (a) must not remove the Works without the prior written approval of the Strata Committee of the Owners Corporation;
- (b) if the Owner removes the Works or any part of the Works made under this by-law, the Owner must at the Owner's cost restore and re-instate the common property to its original condition ("the make-good works");
- (c) in carrying out the make-good works, must ensure compliance with all requisite approvals (including the terms of any approval given by the Owners Corporation or any approval given by Council, the Building Code of Australia and all pertinent Australian Standards) and must use appropriately qualified and licensed contractors;
- (d) is responsible for the cost of the Works;
- (e) is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Exclusive Use Area and the Works;
- (f) must promptly repair any damage to the common property caused by their agents or contractors in the course of undertaking the Works and will bear all costs associated with same;
- (g) must at the Owner's own cost repair any damage to the property of the owner or occupier of another lot occurring in the course of undertaking the Works; and
- (h) to the extent permitted by law, indemnifies the Owners Corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the Owners Corporation arising out of the Works.

#### **Part 4**

## Breach of this by-law

- 4.1 If the Owner fails to carry out his obligations under this by-law, the Owners Corporation may in writing request the Owner to comply with the terms of it.
- 4.2 If after being requested in writing to do so, the Owner fails to comply with the relevant term or terms the Owners Corporation, without prejudice to any other rights, will be entitled in accordance with the provisions of the Act, to enter upon the Lot, have the necessary work performed and recover the cost of such from the Owner, or any subsequent owner of the Lot.
- 4.3 Such costs if not paid at the end of one month after becoming due and payable bear until paid simple interest at an annual rate of 10%.
- 4.4 The Owners Corporation may recover as a debt any costs not paid at the end of one month after it becomes due and payable together with any interest payable and the expenses of the Owners Corporation incurred in recovering those amounts.

**Motion Defeated** 9 For (157UE) (Lot 2,4,9,10,11,12,13,16,24) / 6 Against (109UE) (Lot 5,6,7,8,21,22) / 0 Abstain

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## 18 MAJOR WORKS BYLAW

The Owners - Strata Plan No. 4275 pursuant to section 111 of the *Strata Schemes Management Act 2015* ("**the Act**") make a by-law on the following terms and that notification of this change to the by-laws be lodged for registration in accordance with section 141(2) of the Act at the Registrar-General's Office:

### Special By-Law No. 2 - Major Renovations

#### Part 1 Definitions and Interpretation

- 1.1 In this by-law:
  - (a) "**Act**" means the *Strata Schemes Management Act 2015*.
  - (b) "**Building**" means the building to which the Works are attached.
  - (c) "**Council**" means the local council within whose boundaries the Owners Corporation is located and, where relevant, includes a private certifying authority if the private certifying authority is able to consent to the Works.
  - (d) "**Insurance**" means:
    - (i) contractors' all risk insurance with an authorised insurer (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the Works to a minimum of \$10,000,000), noting the interest of the Owners Corporation on the policy;
    - (ii) insurance required under the *Home Building Act 1989*, if required; and
    - (iii) workers' compensation insurance, if required.
  - (e) "**Lot**" means all lots registered in Strata Plan No.4275.
  - (f) "**Owner**" means the owner of a Lot for the time being and that owner's successors in title. Where relevant a reference to **Owner** will be to the Owner who carried out particular Works or whose Lot benefits from or is serviced by particular Works.
  - (g) "**Owners Corporation**" means the owners corporation created by the registration of strata plan registration 4275.
  - (h) "**Strata Committee**" means the strata committee of the Owners Corporation.
  - (i) "**Strata Scheme**" means the strata scheme in respect of which this by-law applies.
  - (j) "**Works**" means Major Works, associated with waterproofing works to the bathroom, kitchen and/or laundry; removal of any internal load-bearing wall or any other structural works and all penetrations through the common property, associated fixtures, fittings and equipment for their functioning and where relevant, a reference to **Works** means the Works which service or will service a particular Owner's Lot.

In this bylaw

1. Each Owner has the right to undertake the following "Major Renovations", subject to the following conditions and the Owners Corporation's rights -
  - (a) Waterproofing works to the bathroom, kitchen and/or laundry walls within a lot;
  - (b) Removal of any internal non load-bearing or load-bearing wall or walls and any other structural works to a lot; and

2. Where any works covered under clause 3 of this by-law were undertaken by an Owner before this by-law was made then any provisions of this by-law concerning repair and maintenance and liability and indemnity will also apply to those works.
3. To the extent of any inconsistency with previous by-laws, this by-law prevails.

**Conditions  
Before undertaking the Major Renovations**

4. The Owner must notify the Owners Corporation at least 21 days before undertaking the Major Renovations and obtain the prior written approval from -
  - (a) the strata committee of the Owners Corporation; and
  - (b) the relevant consent authority under the *Environmental Planning and Assessment Act 1979* (if required); and
  - (c) any other relevant statutory authority whose requirements apply to undertaking the works.
5. The Owner must submit to the Strata Committee the following documents relating to undertaking the works prior to obtaining written approval from the Strata Committee:
  - (d) plans and drawings;
  - (e) specifications of work;
  - (f) if the works involve the replacement or removal of any wall or walls, then a report from a licensed structural engineer and certification that the removal of the wall or walls shall not undermine the structural integrity of the building; and
  - (g) any other documents reasonably required by the Strata Committee.
6. The Owner must ensure that any party carrying out the works effects and maintains contractors all works insurance, workers compensation insurance and public liability insurance in the amount of \$1,000,000 and any other insurance required by law and provides certificates of currency evidencing the insurance on request by the Owners Corporation.
7. The Owner must ensure that all works undertaken comply with the standards as set out in the Building Code of Australia (BCA) current at the time the works are undertaken.

**Carrying out the Major Renovations**

8. In carrying out the works, the Owner must:
  - (a) transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the Strata Committee;
  - (b) protect all areas of the building outside their lot from damage by undertaking the works or the transportation of construction materials, equipment, debris;
  - (c) keep all areas of the building outside their lot clean and tidy throughout the performance of the works;
  - (d) ensure security of the building by not causing the front security door to be fixed open for an unreasonable period of time;
  - (e) only undertake works at the times approved by the Strata Committee;
  - (f) not create noise that causes unreasonable discomfort, disturbance or interference with the activities of any other occupier of the building; and
  - (g) remove all debris resulting from undertaking the works immediately from the building.
9. The Owner must ensure that the Major Renovations shall be done:
  - (a) in a proper and workmanlike manner and by duly licensed contractors; and
  - (b) in accordance with the drawings and specifications approved by the consent/statutory authority and the Strata Committee.

**After completing the Major Renovations**

10. If required, the Owner must deliver to the Strata Committee:
  - (a) if the works involved waterproofing works to the kitchen, bathroom, laundry and external balcony/courtyard works, a waterproofing certificate by a Master Plumber or Certifier to evidence that the waterproofing has been applied in accordance with industry best practice and AS/NZS standards;
  - (b) any other document reasonably required by the Strata Committee in relation to the works undertaken by the Owner.

### Repair and Maintenance

11. The Owner must, at the Owner's cost:
- (a) properly maintain and keep the common property to which the Major Renovations are erected or attached in a state of good and serviceable repair; and
  - (b) properly maintain and keep the Major Renovations in a state of good and serviceable repair and must replace them (or any part of them) as required from time to time.
12. If the Owner removes the works or any part of the works undertaken under this by-law, the Owner must at the Owner's own cost, restore and reinstate the common property to its original condition.

### Liability and Indemnity

13. The Owner 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, to other property or a person to the extent that such injury, loss or damage arises from or in relation to the Major Renovations;
  - (b) any amount payable by way of increased insurance premiums by the Owners Corporation as a direct result of the Major Renovations;
  - (c) any amount payable by way of increased fire safety compliance or local authority requirements as a direct result of the Major Renovations; and
  - (d) liability under section 122(6) of the *Strata Schemes Management Act 2015* in respect of repair of the common property attached to the Major Renovations.
14. Any loss and damage suffered by the Owners Corporation as a result of the Owner undertaking the Major Renovations may be recovered from the Owner 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.
15. 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 works proposed under this by-law.

### Breach of By-law

16. The Owners Corporation reserves the right to take action against the Owner to replace the Major Renovations or reinstate the common property affected by the works to its original condition if the Owner breaches the conditions in this by-law and that breach is not rectified within a reasonable time after a request is made by the Owners Corporation to rectify the breach.

### Miscellaneous

17. The Managing Agent be authorised to register this by-law on behalf of the Owners Corporation and affix the common seal in accordance with section 273 of the *Strata Schemes Management Act 2015*.

**Motion Defeated** 9 For (157UE) (Lot 2,4,9,10,11,12,13,16,24) / 6 Against (109UE) (Lot 5,6,7,8,21,22) / 0 Abstain

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### 19 RENOVATION APPLICATION

**Resolved** that the Owners Corporation SP4275 approve the renovation application of U12.

**Unanimous** All For / 0 Against / 0 Abstain

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### 20 U9 & U10

**Resolved** that the Owners Corporation SP4275 approve the renovation application of U9 & U10 as outlined in the application.

**Unanimous** All For / 0 Against / 0 Abstain

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### 21 STRATA HUB COMPLIANCE

**Resolved** that the Owners Corporation SP4275 authorises the strata manager to comply with the owners corporation obligations under Part 7 Division 2 of the Strata Schemes Management Regulation 2016 by inputting the mandatory information into the NSW Strata Hub, this year and on an ongoing basis and to charge in accordance with the terms of its agency agreement including charging the disbursements of \$3 per lot specified under the relevant legislation, or such amount as is determined from time to time.

**Unanimous** All For / 0 Against / 0 Abstain

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**22 EMAIL CONTACTS FOR SECRETARY & CHAIRPERSON**

**Resolved** that the Owners Corporation SP4275 authorises the managing agent to upload contact details for the secretary and chairperson to the strata hub.

**Unanimous** All For / 0 Against / 0 Abstain

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**23 APPOINTMENT OF EMERGENCY CONTACT**

**Resolved** that the Owners Corporation SP4275 appoints Rick O'Connor as the first contact and Platinum Strata Management as the second emergency contact in accordance with Part 7 Division 2 of the Strata Schemes Management Regulation 2016 and for their details to be inputted into the NSW Strata Hub.

**Unanimous** All For / 0 Against / 0 Abstain

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**24 LEVY ARREARS & DEBT COLLECTION**

**Resolved** that the Owners Strata Plan 4275, pursuant to the Strata Schemes Management Act 2015 including section 86 (1) & (2) for the purpose of collecting levy contributions to authorise the Stata Managing Agent and the Strata Committee to do any one or more of the following:

- a. The engage or appoint the services of a debt collection agency, obtain legal advice and/or retain legal representation and/or experts on behalf of The Owners Corporation.
- b. 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;
- c. Enforce any judgment obtained in the collection of levy contributions including commencing and maintaining bankruptcy of winding up proceedings
- d. Filing an appeal or defending an appeal against any judgment concerning the collection of levy contributions; and
- e. Liaise, instruct and prepare all matters with the Owners Corporation's debt collection agents. Lawyers and experts in relation to any levy recovery proceedings.

**Unanimous** All For / 0 Against / 0 Abstain

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**25 BUILDING DEFECTS**

**Resolved** that the Owners - Strata Plan No. 4275 - have no current known building defects to consider.

**Unanimous** All For / 0 Against / 0 Abstain

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**26 COMMISSION & TRAINING DECLARATION**

**Resolved** to accept the commission & training declaration as presented.

**Unanimous** All For / 0 Against / 0 Abstain

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**27 ANNUAL FIRE SAFETY STATEMENT**

**Resolved** the Owners - Strata Plan No.4275 resolve by ordinary resolution to consider the annual fire safety statement, make arrangements for obtaining the next annual fire statement and authorise an owner to sign any such statement.

**Unanimous** All For / 0 Against / 0 Abstain

---

**28 DATE OF NEXT AGM**

**Resolved** that the Owners Corporation sets the approx date for the next AGM as soon as possible after the audited financials are available, late March / early April 2024.

---

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

---

**MINUTES OF THE STRATA COMMITTEE OF THE OWNERS CORPORATION, STRATA PLAN 4275, TASMAN TOWERS, 30 MARINE PARADE, THE ENTRANCE NSW 2261 HELD IMMEDIATELY FOLLOWING THE AGM ON WEDNESDAY, 30 AUGUST 2023 COMMENCING AT 11:00 AM**

---

**RECORD ATTENDANCE**

Debbie Gawne chaired the meeting, declared a quorum and opened the meeting at 12:17pm.

Strata Committee members in attendance: Melanie Marshall, Paul Marshall.  
Apologies: Amie Patty.

In Attendance: Debbie Gawne of Platinum Strata Management.

---

**1 DISCLOSURE OF PECUNIARY INTEREST**

**Resolved** that there are no pecuniary interests to declare.

All Agree / 0 Disagree / 0 Abstain

---

**2 CONFIRMATION OF MINUTES**

**Resolved** that the strata committee confirms the minutes of the previous meeting dated 21/03/2022

All Agree / 0 Disagree / 0 Abstain

---

**3 ELECTION OF OFFICE BEARERS**

**Resolved** that the strata committee office bearers be declared as:

Chairperson - Amie Patty  
Secretary - Melanie Marshall  
Treasurer - Paul Marshall

All Agree / 0 Disagree / 0 Abstain

---

**4 REPAIRS AND MAINTENANCE**

That the SC consider any repairs & maintenance issues.

1. Approval of Deltacorp quote for leak in Unit 15 garage/Unit 2.
  2. Distribute Projx PM update to all owners.
- 

CLOSURE: There being no further business, the chairperson declared the meeting closed at 12:25pm.

---

**MINUTES OF THE STRATA COMMITTEE OF THE OWNERS CORPORATION, STRATA PLAN 4275, TASMAN TOWERS, 30 MARINE PARADE, THE ENTRANCE NSW 2261 HELD IMMEDIATELY FOLLOWING THE AGM ON WEDNESDAY, 30 AUGUST 2023 COMMENCING AT 11:00 AM**

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In Attendance: Debbie Gawne of Platinum Strata Management.

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All Agree / 0 Disagree / 0 Abstain

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**Resolved** that the strata committee confirms the minutes of the previous meeting dated 21/03/2022

All Agree / 0 Disagree / 0 Abstain

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**Resolved** that the strata committee office bearers be declared as:

Chairperson - Amie Patty  
Secretary - Melanie Marshall  
Treasurer - Paul Marshall

All Agree / 0 Disagree / 0 Abstain

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  2. Distribute Projx PM update to all owners.
- 

CLOSURE: There being no further business, the chairperson declared the meeting closed at 12:25pm.

---

# 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)

30 MARINE PARADE THE ENTRANCE NSW 2261

Lot No. (if known) DP/SP (if known) Building name (if applicable)  
SP 4275 TASMAN TOWERS

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

CLASS 2 RESIDENTIAL, 6 STOREY BUILDING OF BRICK AND TIMBER CONSTRUCTION. 1 BELOW GROUND GARAGE.

## 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 CORP STRATA PLAN 4275 CA RESULT PROPERTY GROUP

\* 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)

30 MARINE PARADE THE ENTRANCE NSW 2261

## Section 4: Fire safety measures

Fire safety measure	Minimum standard of performance	Date(s) assessed	APFS *
EXIT & EMERGENCY LIGHTING	AS2293.1-1987	30/05/2024	FO38223A
AUTOMATIC SMOKE ALARM SYSTEM TO COMMON FOYER AREAS (INCLUSIVE OF BUILDING OCCUPANT WARNING CAPABILITY)	TABLE E2.2A AND CLAUSES 3 AND 6 SPECIFICATION E2.2A BCA 2010 AND AS3786-1993 AND AS1670.1-2004	30/05/2024	FO38223A
SELF CLOSING SOLID CORE DOORS WITH INTUMESCENT SEALS (SOLE OCCUPANCY UNIT AND INTERNAL FIRE STAIR ENTRIES)	VISUAL INSPECTION/OPERATIONA	30/05/2024	FO38223A
PORTABLE FIRE EXTINGUISHERS WITHIN INTERNAL FIRE ISOLATED STAIR (SPECIFIC TO ELECTRICAL METER ENCLOSURE FIRE)	AS-2444-2001	30/05/2024	FO38223A
FIRE SEALS PROTECTING OPENINGS IN FIRE RESISTING COMPONENTS OF THE BUILDING	CLAUSE C3.12 & C3.15 AND SPECIFICATION C3.15 BCA2010	30/05/2024	FO38223A

30 MARINE PARADE THE ENTRANCE NSW 2261

# Fire Safety Statement



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

EXIT SIGNS	BCA Clause E4.5 & E4.8 & AS2293.1-1998	30/05/2024	FO38223A
FIRE DOORS	BCA Clause C3.11 & AS1905.1-1997	30/05/2024	FO38223A
PATHS OF TRAVEL	EP&A Reg 2000 Div 7 Clause 186	30/05/2024	FO38223A

\* 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 *
Whole of building	30/05/2024	FO38223A

\* 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
Elliot Smith	1/8 Bonnal Road, Erina NSW 2250	0404 201 296	FO38223A	

\* 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)  
ANTHONY KIOUSSIS

Organisation (if applicable)  
RESULT PROPERTY GROUP

Title/Position (if applicable)  
STRATA MANAGER

Address (Street No, Street Name, Suburb and Postcode)  
PO BOX 1 KINGSGROVE NSW 1480

Phone  
02 8669 8800

Email  
risk@resultpg.com



# 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, ANTHONY KIOUSSIS (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

31.07.2024

# Fire Safety Statement

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



## Section 9: Supplementary fire safety statement declaration

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

declare that each critical fire safety measure specified in 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.

## Reception @ Platinum Strata Management

---

**From:** Debbie Gawne  
**Sent:** Tuesday, 10 October 2023 7:54 AM  
**To:** 'Melanie Marshall'; 'pstephenmarshall@gmail.com'; 'amiepatty'  
**Subject:** FW: 22C97 - SP4275 - Tasman Towers, 30 Marine Parade, THE ENTRANCE, NSW 2261- Progress Inspection 3 Email Summary - 6/10/2023  
**Attachments:** 22C97-SK04[A].pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Good morning Committee

Latest update on the issues regarding the roof

If you require any further information or assistance, please do not hesitate to contact me.  
Yours sincerely

Debbie Gawne  
Strata Manager

Licensee

Platinum  
Strata Management

**Sydney**  
Ph +61 2 9922 4117  
Fax +61 2 9922 4114  
Shop 1B, 48 – 50 Alfred Street  
MILSONS POINT NSW 2061

**Central Coast**  
Ph +61 2 4324 9922  
Fax +61 2 4324 9933  
C1, 80 Mann Street  
GOSFORD NSW 2250

[www.platinumstratamanagement.com.au](http://www.platinumstratamanagement.com.au)

**From:** Chris Pselletes [mailto:chrisp@hhconsult.com.au]  
**Sent:** Monday, 9 October 2023 10:15 PM  
**To:** Justin Manny; Timur Nami  
**Cc:** Debbie Gawne; Ross Lentell; James Serfontein; Dean Luland  
**Subject:** RE: 22C97 - SP4275 - Tasman Towers, 30 Marine Parade, THE ENTRANCE, NSW 2261- Progress Inspection 3 Email Summary - 6/10/2023

Hi Justin,

See attached hob details to be incorporated.

1. Perimeter hob to be 220mm high. Additional N12 dowels to be drilled and epoxied in-between the existing dowels to the required height (30mm cover). Additional N12 lace bar also shown. Refer to pink.
2. Skylight hob – needs to be widened (200mm wide o/a) as advised by Tim in his email below. New dowels and lace bar shown pink. This hob however can be 150mm high only as the falls to the drains are minimal as they are close.

Regardless of the suppliers advice, we have detailed and advised (for AS4654.2 conformance) to achieve a desired 70mm MIN. finish hob height and waterproofing termination upturn (in lieu of 50mm as advised in your email below.

Kind Regards,

**Chris Pselletes**

*Partner - Senior Structural Engineer*

B.Eng, M.Eng.Sc, MIEAust, CPEng, NER, RPEQ, IPENZ

Mobile: 0405 431 995

Phone: 02 9417 8400

Suite 2.01, 828 Pacific Highway

Gordon NSW 2072

chrisp@hhconsult.com.au | www.henryandhymas.com.au



*henry&hymas*

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across**  
*structural, tilt-up&precast, civil & stormwater,  
remedial & strata reporting, water, hydraulic*

**From:** Chris Pselletes <chrisp@hhconsult.com.au>

**Sent:** Monday, 9 October 2023 3:22 PM

**To:** Justin Manny <justinm@projx.pm>; Timur Nami <tnami@hhconsult.com.au>

**Cc:** Debbie Gawne <debbieg@platinumstrata.com.au>; Ross Lentell <rossl@projx.pm>; James Serfontein <james.s@deltacorpmedial.com.au>; Dean Luland <dean@deltacorpmedial.com.au>

**Subject:** RE: 22C97 - SP4275 - Tasman Towers, 30 Marine Parade, THE ENTRANCE, NSW 2261- Progress Inspection 3 Email Summary - 6/10/2023

Hi Justin,

We'll take note to re-document the hob as 220mm high. For now, when Tim gets a chance, he'll update the detail for the reinforcement and send through to Deltacorp have something to work off.

We emailed Soprema direct today to find out what the story is. We received the attached along with the following email: *I hope all is well. This project changed a few times as originally we were looking at Flagon PVC with and without insulation. That PVC system is distributed by Bayset. Then tapered insulation was proposed as an option and that is sold through Enduroflex, our other distributor. I think once they got involved the builders wanted to use the Enduroflex system. I have attached the system solutions and you will see on page 5 INSULATED BITUMINOUS SYSTEM ON CONCRETE. I would assume that is what has been proposed from Enduroflex. I have sent your details onto Michael from Enduroflex and he will send you on the spec's that they provided to Deltacorp. With regards to the lift shaft roof I haven't heard if they want to stick with sheet membrane or move to liquid but in either case some work would be needed to be done to make that a solid smooth substrate to waterproof. Is there potential to build that up so there isn't a step?*

Can you source and provide the relevant spec that is now being adopted as noted in yellow so we can update?

There is no rhetoric or bias from me/us intended. But when we turn up to a site visit, with the intention that screed solution is the focus, to find the detail has changed without prior knowledge, makes it very difficult to do our job as you can appreciate. As you are the PM, we are relying on you as the point of contact to communicate with the builder.

Perhaps best to have all matters of design resolved via a site meeting with all parties so we can all be on the same page with respect to the design and detailing so we can update and document accordingly.

Kind Regards,

**Chris Pselletes**

*Partner - Senior Structural Engineer*

B.Eng, M.Eng.Sc, MIEAust, CPEng, NER, RPEQ, IPENZ

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Phone: 02 9417 8400

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remedial & strata reporting, water, hydraulic*

**From:** Justin Manny <[justinm@projx.pm](mailto:justinm@projx.pm)>

**Sent:** Monday, 9 October 2023 2:24 PM

**To:** Chris Pselletes <[chrisp@hhconsult.com.au](mailto:chrisp@hhconsult.com.au)>; Timur Nami <[tnami@hhconsult.com.au](mailto:tnami@hhconsult.com.au)>

**Cc:** Debbie Gawne <[debbieg@platinumstrata.com.au](mailto:debbieg@platinumstrata.com.au)>; Ross Lentell <[rossl@projx.pm](mailto:rossl@projx.pm)>; James Serfontein <[james.s@deltacorpmedial.com.au](mailto:james.s@deltacorpmedial.com.au)>; Dean Luland <[dean@deltacorpmedial.com.au](mailto:dean@deltacorpmedial.com.au)>

**Subject:** Re: 22C97 - SP4275 - Tasman Towers, 30 Marine Parade, THE ENTRANCE, NSW 2261- Progress Inspection 3 Email Summary - 6/10/2023

Chris

Please do not presume that when I ask a question of you (to which in most cases I have a view or an answer) that it is for any other reason than it will be a question or justification required by the owners, the contractor or both. Your answers are to be presented unbiased and to the question asked.

There are a number of issues in play with the perimeter hob as it is formed at the moment.

We remind you that HH was present on site with the suppliers of the Warm roof insulation and membrane system. The coordination with HH and Deltacorp and the suppliers confirm the use of the PIR boards, fall required, the engagement of the surveyor, drain interfaces, membrane type (selected from PVC or bitumen) and membrane termination heights (50mm advised from the supplier) and details were exchanged between all parties.

So we are absolutely clear, ProjxPM were contacted by the contractor last week and told formwork had commenced. As it turns out, ProjxPM request for you to attend and inspect was prudent, with issues discovered.

With time and issue and a desire not to waste resources being an obvious requirement, we note that the reason for the question this morning was simply to check if there was any of the existing form, reo suitable for continued use or with simple modification.

We do not need the rest of the rhetoric. The proposed waterproofing and insulation as coordinated, remains unchanged, we know the builder made an error on the hob form and heights but it is still the right thing to do to ask if what they have already done can be utilised.

This is fair for the owners and the builder. The advice in the last part of your answer is all that is needed, and as noted the contractor made an error.

So you are aware, Timur will advise and recall that we did, with timing as the main issue, have the discussion about the cart and horse and the inter-meshing of some of the membrane/ insulation requirements presented on site. We are all working toward the same thing.

I will review the rest of Timur's note and advise and possibly question further.

Regards,

Justin Manny  
Senior Project Manager

0412 423 110  
[justinm@projx.pm](mailto:justinm@projx.pm)

WE HAVE A NEW ADDRESS

PROJX



Development &  
Project Management

Unit 12,  
19-23 Bridge Street  
Pymble NSW 2073

ABN 58 647 423 311

---

**From:** Chris Pselletes <[chrisp@hhconsult.com.au](mailto:chrisp@hhconsult.com.au)>

**Date:** Monday, 9 October 2023 at 8:42 am

**To:** Justin Manny <[justinm@projx.pm](mailto:justinm@projx.pm)>, Timur Nami <[tnami@hhconsult.com.au](mailto:tnami@hhconsult.com.au)>

**Cc:** Debbie Gawne <[debbieg@platinumstrata.com.au](mailto:debbieg@platinumstrata.com.au)>, Ross Lentell <[rossl@projx.pm](mailto:rossl@projx.pm)>, James Serfontein <[james.s@deltacorpmedial.com.au](mailto:james.s@deltacorpmedial.com.au)>, Dean Luland <[dean@deltacorpmedial.com.au](mailto:dean@deltacorpmedial.com.au)>

**Subject:** RE: 22C97 - SP4275 - Tasman Towers, 30 Marine Parade, THE ENTRANCE, NSW 2261- Progress Inspection 3 Email Summary - 6/10/2023

Hi Justin,

Let's not entertain the claim about the reasoning behind the insufficient hob height is cost. It's merely a mistake due to ongoing changes to scope and mis-coordination. Increasing the hob 70mm (assuming 150mm wide) equates to 1m<sup>3</sup> of concrete over 95m length of hob. 1m<sup>3</sup> of concrete costs under \$300. And making up varying heights with 'top hats and capping' would certainly be more expensive.

Also, where's the communication regarding the change in system? How did this all come about? Who decided the hobs should be 150mm high in the first place?

Please send the specs from Soprema of the finalised system so we can finalise our scope of works once and for all. This horse before the cart approach is starting to be a concern for us.

Also, as Tim has noted, we fail to see how a 150mm hob will be enough to achieve waterproofing upward termination and to comply to AS4654.2 whilst allowing for 105-150mm thick insulation. If you want us to consider some sort of an alternative we cannot envision, send through a detailed detail.

Otherwise, as Tim noted, *Given the urgency of the situation, we can simply provide the perimeter hob detail with updated reinforcement details to suit new perimeter hob height of 220mm.*

We await your reply.

Kind Regards,

**Chris Pselletes**

*Partner - Senior Structural Engineer*

B.Eng, M.Eng.Sc, MIEAust, CPEng, NER, RPEQ, IPENZ

Mobile: 0405 431 995

Phone: 02 9417 8400

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**From:** Justin Manny <[justinm@projx.pm](mailto:justinm@projx.pm)>

**Sent:** Monday, 9 October 2023 7:54 AM

**To:** Timur Nami <[tnami@hhconsult.com.au](mailto:tnami@hhconsult.com.au)>

**Cc:** Debbie Gawne <[debbieg@platinumstrata.com.au](mailto:debbieg@platinumstrata.com.au)>; Chris Pselletes <[chrisp@hhconsult.com.au](mailto:chrisp@hhconsult.com.au)>; Ross Lentell <[rossl@projx.pm](mailto:rossl@projx.pm)>; James Serfontein <[james.s@deltacorpmedial.com.au](mailto:james.s@deltacorpmedial.com.au)>; Dean Luland <[dean@deltacorpmedial.com.au](mailto:dean@deltacorpmedial.com.au)>

**Subject:** Re: 22C97 - SP4275 - Tasman Towers, 30 Marine Parade, THE ENTRANCE, NSW 2261- Progress Inspection 3  
Email Summary - 6/10/2023

Good morning Timur

Thank you for attending, I am still off ill, and will review your document in more detail later,

Just one observation of the permitter hob, just checking your advice and the absolute need for consistent or same height and therefore corresponding changes in width on all the perimeter hob.

In an effort to minimise costs can you have a look at what has been proposed and started by Deltacorp as the installation of the same hob throughout needs to have a considerable amount of additional concrete, reinforcement and formwork applied which may not be required for more than simple aesthetics.

Note that for the aesthetics, any variation in height / width of the hob can be made up with the top hats and capping / overflashing, thus saving considerable costs and resources and still complying with code.

Please check and let me know if we can use same designed bob where code compliance is achieved and use the larger hob in areas as required.

Regards,

Justin Manny  
Senior Project Manager

0412 423 110  
[justinm@projx.pm](mailto:justinm@projx.pm)



Development &  
Project Management

Unit 12,  
19-23 Bridge Street  
Pymble NSW 2073

ABN 58 647 423 311

**From:** Timur Nami <[tnami@hhconsult.com.au](mailto:tnami@hhconsult.com.au)>  
**Date:** Friday, 6 October 2023 at 8:37 pm  
**To:** Justin Manny <[justinm@projx.pm](mailto:justinm@projx.pm)>  
**Cc:** Debbie Gawne <[debbieg@platinumstrata.com.au](mailto:debbieg@platinumstrata.com.au)>, Chris Pselletes <[chrisp@hhconsult.com.au](mailto:chrisp@hhconsult.com.au)>  
**Subject:** RE: 22C97 - SP4275 - Tasman Towers, 30 Marine Parade, THE ENTRANCE, NSW 2261- Progress Inspection 3 Email Summary - 6/10/2023

Hi Justin,

We carried out our next progress inspection this morning in the company of James from Deltacorp. We understand you could not attend site this morning as you were sick.

A summary of our inspection is as follows:

#### Perimeter Hob

As per Chris's email on 10/09/2023, our understanding is that you would provide us with a survey to confirm the existing falls so we could update our scope of works to show perimeter hob height requirements to achieve the desired 1:80 falls via screed (not via insulation board as the lead time was 12-16 weeks as per my progress inspection summary email dated 20/08/2023). We are still yet to be provided with this information however, the perimeter hobs were in the process of being formed for a scheduled concrete pour on Tuesday. The perimeter hobs were formed 150mm high and 100mm wide.

In an attempt to gather more information, we asked James from Deltacorp if a survey has been done and/or if the maximum screed thickness was known which governs the required minimum perimeter hob height. James informed us that Deltacorp had been working off a plan provided by Enduroflex (attached) that provides thicknesses (which accounts for irregular levels) across the entire roof slab surface using insulation board. We were not informed that you are no longer proceeding with the screed option and instead back to the insulation board option. In addition, we did not receive the plan from Enduroflex showing maximum insulation board thicknesses which was dated 23/08/2023.

Along the perimeter of the roof, the maximum insulation board thickness provided on Enduroflex's plan is 150mm thick and the minimum is 105mm thick. As the current formed perimeter hob is 150mm high, the insulation board will finish flush at areas of maximum thickness and vary to ~ 45mm below the top of the formed hob at areas of minimum thickness. Therefore, an upward vertical height varying between 45mm and 0mm will be achieved. To comply with AS4654.2-2012-*Waterproofing Membranes for External Above Ground Use – Vertical Upward Termination Heights*, based on a maximum insulation board thickness of 150mm, the perimeter hob is required to be 220mm high. As a side note, James informed me that during a previous meeting ~2 weeks ago, the option of finishing the insulation board flush with the top of the perimeter hob was considered. We do not agree with this, as the insulation board would need to be 150mm thick along the entire perimeter of the roof creating varying falls

pending location of nearest drain. Not taking into account unevenness of the surface of the roof slab (survey required), if a screed was elected instead of insulation boards, the maximum distance away from a drain along the perimeter hob is ~8.3m. To achieve 1:80 fall, the maximum screed thickness will be ~120mm, requiring a 190mm high hob.

In light of the above, to achieve compliance, there does not appear to be a solution where a 150mm high hob can be poured. As such, the perimeter hob will need to be reformed to a compliant height. To determine this height, we require the following information:

- A survey to confirm the existing falls
- What actual material will be elected

Once this is provided, we can confirm what perimeter hob height is required and update our scope of works documentation. Given the urgency of the situation, we can simply provide the perimeter hob detail with updated reinforcement details to suit new perimeter hob height of 220mm.

In light of the above, the concrete pour scheduled next Tuesday 10/10/2023 will need to be postponed until further notice.

#### Anchor Point Plinth

Similar to the issues present above, the existing anchor point plinths have been formed 150mm high (top of formboard is 170mm). Pending distance to drain and fall material elected, further advice can be provided on what minimum plinth height is required to achieve compliance.

Once confirmed, four starter bars (details to be confirmed) can be doveled into the existing roof slab (evenly spaced) and plinth poured with ARDEX BR460 Flow or an approved equivalent (if you wish to elect an alternative product, please advise and we will review suitability). The roof anchor consultant can then install roof anchors as per their details.

#### Skylight Hob

As the skylight hob is next to the existing drains, vertical upward heights will not pose as an issue. The existing skylight hobs have been formed 150mm high with the formboards hard up against the steel fall protection mesh (~100mm away from the concrete edge). Our original design and detail shows the new hob flush with the edge of the concrete that creates the skylight opening. We were informed by James that the concrete edge face was not a suitable substrate to fix formboards onto and as such, have formed 100mm away from the edge. In addition, a small "step" similar to what is existing at the perimeter of the main roof, is present along the perimeter of the skylight.

Contrary to our discussions on site, the existing 100mm wide formed hob is required to be widened to 200mm to cater for the balustrade install as per our original design and details. This will be reflected in our updated scope of works.

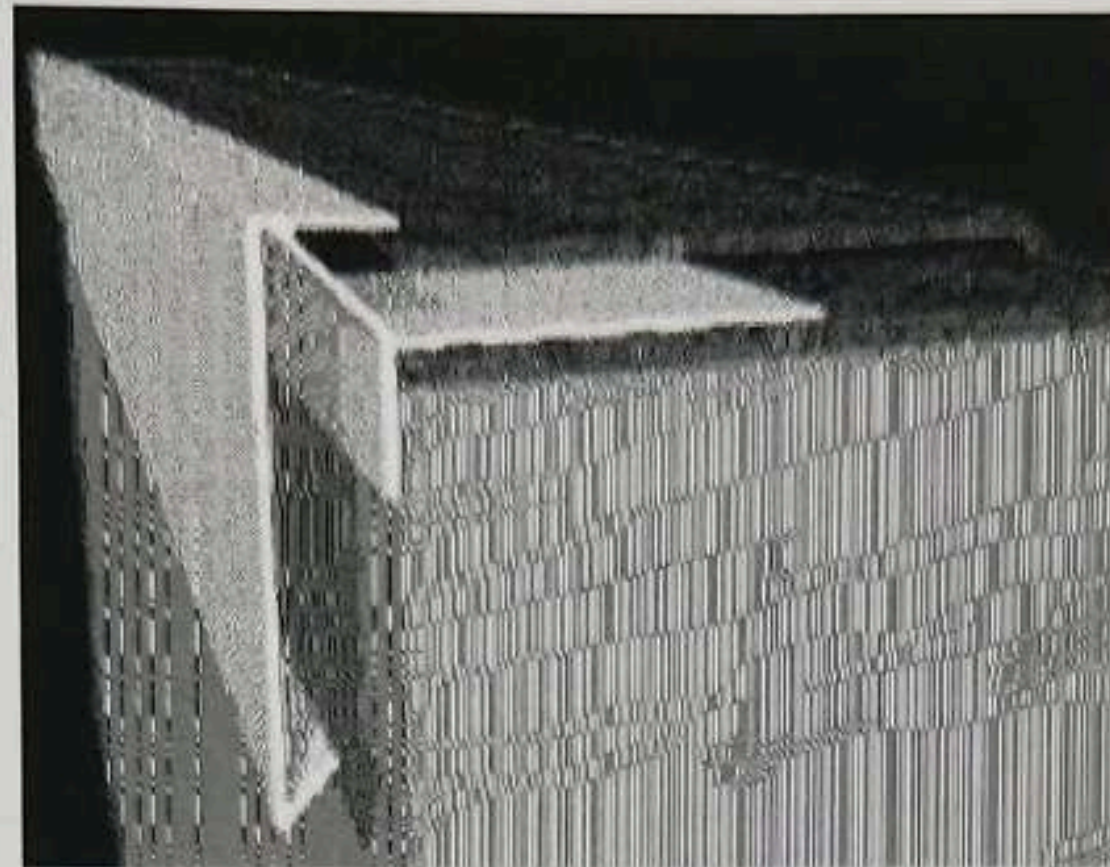
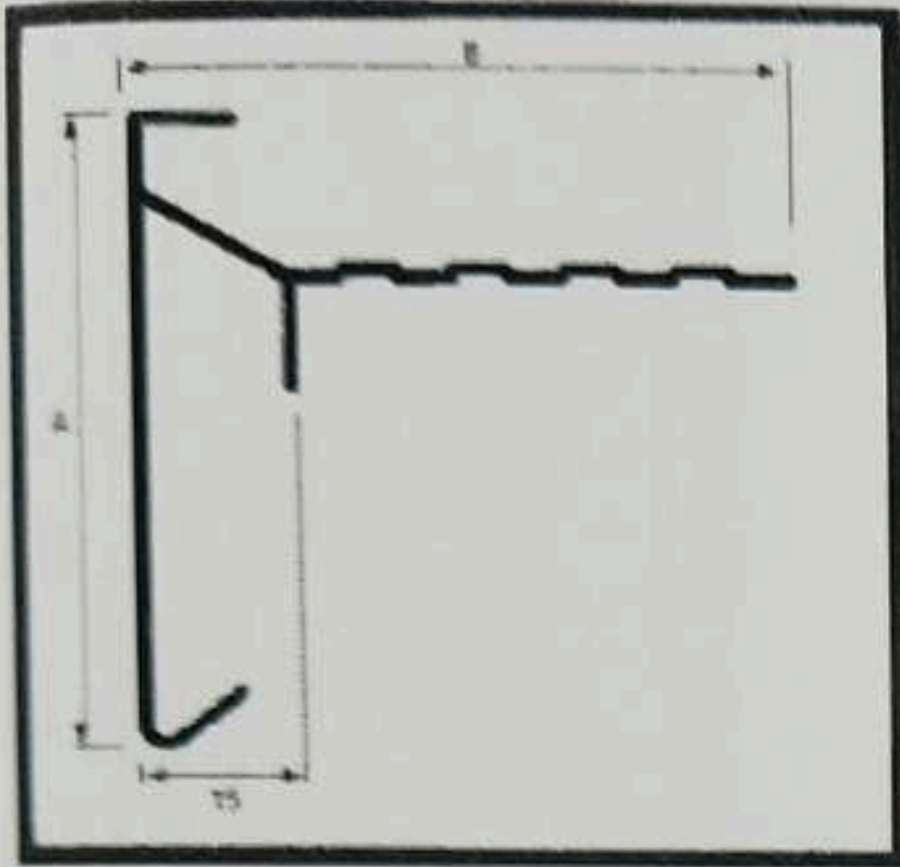
#### Lift Shaft Roof

Although the lift shaft roof was not on the agenda for today's meeting, we inspected the lift shaft roof and noted that no further works have been carried out. As per my email advice and request below for you to advise if a sheet or liquid membrane will be adopted dated 18/09/2023, has a decision been made?

*We understand that enduroflex are working with Deltacorp regarding a provided liquid system. However, Stephen has advised in favour of the double sheet system due to warranties and minimal cost saving. In addition, please see attached roof edge detail adopting a drip angle to terminate the sheet membrane into, removing constraints regarding the existing perimeter hob.*

*With all things considered, please advise if you wish to proceed with the sheet or liquid membrane and we will update our scope of works accordingly in addition to the other items listed in our email on 10/09/2023.*

Whilst on site, we inspected the lift shaft roof and noted a small "step" similar to what is existing at the perimeter of the main roof, is present along the perimeter of the lift shaft roof. Given the main roof perimeter edge detail provided in lieu of our original design, an option to create a similar finish with a hob may be explored/adopted as the drip angle option below does not appear to be feasible.



Please provide us with the required information to keep the job pushing forward as well as any new information moving forward to keep us in the loop.

Kind Regards,

**Timur Nami**

*Structural Engineer*

Mobile: 0408 383 468

Phone: 02 9417 8400

Suite 2.01, 828 Pacific Highway

Gordon NSW 2072

tnami@hhconsult.com.au | www.henryandhymas.com.au



henry&hymas

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8th October 2024

**The Owners Corporation SP4275 (ABN 86 432 039 145)**  
**Tasman Towers, 30 Marine Parade THE ENTRANCE NSW 2261**

Care of:

**Result Property Group** (Managing Agent for The Owners Corporation SP4275)  
281 Kingsgrove Road Kingsgrove NSW 2208  
Attention: **Anthony Kioussis**

**NOTICE OF SERVICE. APPLICATION FOR ADJUDICATION UNDER SECTION 17 (2)  
THE BUILDING AND CONSTRUCTION INDUSTRY SECURITY OF PAYMENT ACT 1999  
(NSW)**

In reference to the payment claim *Consolidated Invoice # SP4275-1* dated 30<sup>th</sup> August regarding the amount of \$21,216.25 including GST, we confirm that we have applied for Adjudication with the Resolution Institute on the 3<sup>rd</sup> of October 2024. A copy of the application is attached.

Regards



Ross Lentell  
Director  
RA & MA Pty Ltd t/a Projx PM (ABN 58 647 442 331)

✓ ScopeOfWorks VariousBuildingDefects01.12.2022.pdf; SP4275-  
✓ ProjxPMFeeProposal230302-ProjectManagement.pdf; WorkOrder.pdf;  
✓ 240411-30MarineParade-ProgressClaimNo9Rev1.pdf;  
✓ 240520\_TasmanTowers\_Sitemeeting%2316copy.pdf;

Have read this information and agree).

Yes

Which state did the construction work take place in?

NSW

#### Applicant details

Name of Applicant (Company)

RA & MA Pty Ltd

ABN/ACN

58647442331

Business Structure

Pty Ltd Company

Business Type/Activity

Consultant

Business Type/Activity

Consultant

Ross Lentell

Director

Suite 12, 19-23 Bridge Street

Pymble

NSW

2073

Phone

(04) 2127-4426

Fax

Email

rossl@projx.pm

Does the applicant retain advisors?

None

Email

**Respondent details**

<b>Company (Respondent)</b>	The Owners Corporation SP4275
<b>ABN/ACN</b>	86432039145
<b>Business Structure</b>	Other
<b>Business Type/Activity</b>	Principal
<b>Business Type/Activity</b>	Principal
	Anthony Kioussis
	Managing Agent
	Result Property Group, 281 Kingsgrove Road
	Kingsgrove
	NSW
	2208
<b>Phone</b>	(02) 8669-8800
<b>Fax</b>	
<b>Email</b>	ak@resultpg.com
<b>Does the respondent retain advisors?</b>	Not known

**Phone**

## Details of Authorised Nominating Authority

<b>Company Name</b>	Resolution Institute
<b>ABN/ACN</b>	69008651232
<b>Address Line 1</b>	Suite 602, Level 6, Tower B, Zenith Centre
<b>Address Line 2</b>	821-843 Pacific Highway
<b>Suburb</b>	Chatswood
<b>State</b>	NSW
<b>PostCode</b>	2067
<b>Telephone number</b>	(02) 9251 3366
<b>Fax number</b>	(02) 9251 3733
<b>Email</b>	nominations@resolution.institute
<b>Does the contract fall under the definition of a contract for construction work or related good &amp; services as per the Act?</b>	Yes
<b>Date construction contract was entered into</b>	2023-06-26 00:00:00+10:00 UTC
<b>Last date on which the relevant construction work was carried out</b>	2024-07-22 00:00:00+10:00 UTC
<b>Description of project</b>	Remedial works to the building at 30 Marine Parade, The Entrance NSW 2261. Works included: - concrete spalling repairs, balcony repairs, roof waterproofing, Roof cavity flashing replacement, Roof balustrade replacement, slab edge render repairs, external masonry crack stitching repairs, and repointing.
<b>Postcode in which the relevant construction work took place</b>	2261
<b>Is the contract between a contractor and individual principal for home building work for a</b>	

than  
(GST)?

### Payment claim

Was a payment claim served? Yes

Did the claim state that the claim was made under the Act? Yes

Did the payment claim identify the relevant work or related goods and services? Yes

Claimed amount (excl. GST) as specified in Claim \$19,369.81

Date of Claim 2024-08-30 00:00:00+10:00 UTC

Date served 2024-10-30 00:00:00+11:00 UTC

Due date for payment 2024-09-06 00:00:00+10:00 UTC

What is the 'reference date' for the payment claim?

### Payment schedule

The relevant details regarding payment schedules can be found in the Act. Was a payment Schedule served? No

Did the payment schedule identify the relevant claim?

Scheduled amount (excl. GST) \$

If the scheduled amount was less than claimed amount, what are the reasons for withholding the difference?

## II. Summary of the Claim

### Works Claimed:

The construction work and related goods and services the subject of this claim is outlined in the table below and comprise the total of the unpaid invoices and the interest calculation contained within the index below. The total of the invoices is **\$21,216.25** Incl. GST. The total of the interest claim is **\$90.54** Incl. GST.

Copies of the invoices and all supporting information and documents are provided in the link provided in the Appendix III below.

The works claimed in this payment claim are summarised below: -

<u>Construction Service</u>	<u>Contractual Basis of Claim</u>	<u>Relevant Project / Invoices</u>	<u>Total (incl. GST)</u>																																										
<p><b>Related Goods and Services to the Building Contract</b> - Quantity Contract surveying, Contract administration, Superintendent services, Project Management services.</p>	<p>This part of the claim relates to the project management services which were provided in June 2024 and in July 2024 until the date of termination.</p> <p><b>Background:</b> -</p> <ol style="list-style-type: none"> <li>PPM provided a fee proposal to undertake the services on the 9<sup>th</sup> of March 2023. PPM were engaged to undertake services relating to the building Contract on the 28<sup>th</sup> of June 2023. The services are listed on pg. 9, sections 5 &amp; 6 of the fee Proposal – refer Appendix 1. Note that the Building Contract was signed prior to our engagement.</li> </ol>	<p>Invoice # 823 Invoice # 827</p>	<p><b>\$9,845.00</b> <b>\$9,501.25</b></p>																																										
	<table border="1"> <tbody> <tr> <td>5</td> <td>CONSTRUCTION</td> </tr> <tr> <td></td> <td>SITE INSPECTIONS TO MONITOR</td> </tr> <tr> <td>5.1</td> <td>Programme &amp; Contract compliance (site meetings as required)</td> </tr> <tr> <td>5.2</td> <td>Manage design consultant inspections and sign off</td> </tr> <tr> <td></td> <td>CONTRACT ADMINISTRATION / CONTRACT MANAGEMENT</td> </tr> <tr> <td>5.3</td> <td>Review &amp; monitoring of Construction Programme</td> </tr> <tr> <td>5.4</td> <td>Management of Contractors compliance with WHS / EMS and Quality standards</td> </tr> <tr> <td>5.5</td> <td>Receipt &amp; review of RFIs</td> </tr> <tr> <td>5.6</td> <td>Issue of Project's Instructions (PI's)</td> </tr> <tr> <td>5.8</td> <td>Receipt &amp; Assessment of Progress Claims; variation claims; Extensions of time</td> </tr> <tr> <td>5.9</td> <td>Assessment of variation claims related to latent conditions or design changes</td> </tr> <tr> <td>5.10</td> <td>Issue of payment recommendations</td> </tr> <tr> <td>5.11</td> <td>Notification to parties affected by changes in contract time &amp; programme</td> </tr> <tr> <td>5.12</td> <td>Management of client requested design changes or latent conditions</td> </tr> <tr> <td>5.13</td> <td>Issue of notices under contract</td> </tr> <tr> <td>5.14</td> <td>Issue of Certificate of Practical Completion</td> </tr> <tr> <td>6</td> <td>DEFECTS LIABILITY PERIOD</td> </tr> <tr> <td>6.1</td> <td>Management of Defect notices and repairs</td> </tr> <tr> <td>6.2</td> <td>Defect Inspections</td> </tr> <tr> <td>6.3</td> <td>Issue of Notices to builder</td> </tr> <tr> <td>6.4</td> <td>Issue of final Certificate</td> </tr> </tbody> </table>	5	CONSTRUCTION		SITE INSPECTIONS TO MONITOR	5.1	Programme & Contract compliance (site meetings as required)	5.2	Manage design consultant inspections and sign off		CONTRACT ADMINISTRATION / CONTRACT MANAGEMENT	5.3	Review & monitoring of Construction Programme	5.4	Management of Contractors compliance with WHS / EMS and Quality standards	5.5	Receipt & review of RFIs	5.6	Issue of Project's Instructions (PI's)	5.8	Receipt & Assessment of Progress Claims; variation claims; Extensions of time	5.9	Assessment of variation claims related to latent conditions or design changes	5.10	Issue of payment recommendations	5.11	Notification to parties affected by changes in contract time & programme	5.12	Management of client requested design changes or latent conditions	5.13	Issue of notices under contract	5.14	Issue of Certificate of Practical Completion	6	DEFECTS LIABILITY PERIOD	6.1	Management of Defect notices and repairs	6.2	Defect Inspections	6.3	Issue of Notices to builder	6.4	Issue of final Certificate		
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2. The fee would be assessed and paid for on hourly rates as per the Projx PM Standard Fee Conditions – Item 3, page 8.
3. The building Contract was for remedial works to the building at 30 Marine Parade THE ENTRANCE NSW 2261 including the removal and installation of a new waterproofing layer to the roof, concrete repairs and brick repairs.
4. The Contract Price was \$605,023.60 (excl GST) and excluding the cost of Home Building Compensation Fund Insurance. The contract was signed on the 26<sup>th</sup> of June 2023 with a start date of the 1<sup>st</sup> of August 2023 and a Contract Period of 133 days.
5. Projx PM performed the services during the construction works. Evidence of the work undertaken is included in the Appendices –
  - 3 - Relevant Emails;
  - 4 - Projx PM reports to Strata Committee;
  - 7 - Builders Progress Claims and Payment Schedules;
  - 8 - Builders Variation Claims;
  - 9 - Extensions of Time;
  - 10 - Meetings with Builder – Minutes;
6. Projx PM issued invoices (supported by timesheets) and was paid for the work completed between June 28<sup>th</sup> of 2023 and the end of May 2024. Refer Appendix 2.

Invoice #	Date of Invoice	Amount of Invoice (Excl GST)
706	7/8/2023	\$6,431.82
720	7/9/2023	\$9,056.82
731	13/10/2023	\$8,818.18
739	8/11/2023	\$5,045.45
748	4/12/2023	\$11,170.45
760	31/1/2024	\$10,863.64
770	8/3/2024	\$4,454.55
781	9/4/2024	\$9,636.36
794	5/5/2024	\$6,087.50
816	10/6/2024	\$7,875.00
	Total	\$79,439.77

**7. Comment on the increase in cost and time for the building works and Projx PM fees.**

- i. A number of significant variations were required during the works. These variations included the need to remove all the roof top screed and replace this with a lightweight PIR board. Other substantial variations included additional crack stitching, additional wall ties and a change in the new perimeter hob detail to accommodate the PIR boards. The changes resulted

- in a near doubling of the contract price and a consequent increase in the contract period. We note that wet weather also severely affected the completion of the waterproofing on the roof.
- ii. All change in scope variations were based on changes issued by the appointed, registered engineer, Henry & Hymas. Refer Appendix 11.
  - iii. Projx PM fees, being based on hourly rates, and as a consequence of the variations and additional time also substantially increased.

		Sub-total Contract Items	\$605,023.60
<b>2. VARIATIONS</b>			
0	Credit for HBCF insurance (Provisional Sum Ad		(\$4,369.08)
1	Survey Of Roof Top		\$4,700.00
2	Roof Toppinfg Removal		\$69,077.50
3	3 Additional Anchor Points		\$1,848.00
4	Crack Stitching		\$23,094.50
5	Render Repairs		\$1,495.38
6	Remedial Wall Ties		\$148,500.00
7	PIR Boards and screed		\$116,725.00
8	Increase in hob size (due to roof insulation).		\$36,338.40
9	Hire Equipment		\$6,460.00
10	Roof Anchor (increase in size)		\$2,322.50
11	Access Hire for remedial wall ties		\$11,040.00
12	Unit 12 - Magnesite Removal		\$13,863.50
13	Flashing & Balustrade		
14	Spalling Repairs to garages		\$17,600.00
15	Delay Costs		\$56,302.07
16	Garage Concrete spalling		
17	Delay Cost (ii)		
		<b>Sub total - Variations \$</b>	<b>504,997.77</b>
		<b>TOTAL CLAIM</b>	<b>\$ 1,110,021.37</b>

- 6. In early July 2024 Projx PM were advised that the incumbent Strata manager "Platinum Strata" had been terminated. (Via a conversation on the 11<sup>th</sup> of July and email dated 12<sup>th</sup> July. Refer appendix 3).

<p>9. Projx PM were advised of the appointment of a new Strata Manager, Result Property Group "RPG", shortly thereafter. Refer emails Appendix 3.</p> <p>10. RPG sent an email to PPM dated 23<sup>rd</sup> July 2024 terminating the engagement. Refer Appendix 3.</p> <p>11. After termination several antagonistic and threatening email exchanges took place with the managing director of RPG advising that PPM would need to take legal action in order to be compensated for any outstanding invoices. Refer Appendix 3.</p> <p>12. Comment on PPM (and the Strata Manager) termination. It is apparent that there was an owner revolt (because of the significant blow out in time and cost if the building work and the new strata manager had obviously been briefed / instructed to terminate Projx PM.</p>	<p><b>Claim for Works completed in June and July :-</b></p> <p>Projx PM issued invoices 823 and 827 supported by timesheets for the services performed in relation to the building Contract up until the date of termination. All previous invoices issued for exactly the same work had been paid.</p> <p>The works completed in June and July relate to :-</p> <ul style="list-style-type: none"> <li>• Site Inspections</li> <li>• Meetings with the builder and consultant</li> <li>• Assessment of variations and issue of variation determinations</li> <li>• Assessment of progress claims and issue of payment schedules</li> <li>• Preparation of reports for the strata committee</li> <li>• Assessment of extensions of time applicable and issue of determinations</li> <li>• Phone and email correspondence.</li> </ul> <p>Refer Appendices 3, 4, 7, 8, 9, 10 &amp; 11.</p> <p><b>No reason for non-payment has been provided to date</b></p>	<p>Invoice # 828</p> <p><b>\$1,870.00</b></p>
<p><b>Termination Fee</b></p>	<p>This part of the claim relates to clause 4.2 and 5. of the Projx PM Standard Terms of Business and clause 5 of the Projx PM Standard Fee conditions.</p> <p>Under clause 5, Projx PM Standard Fee conditions 10% of the fee remaining in that stage is the termination fee.</p> <p>We have calculated this assuming there were approximately 2 months of construction works to be completed (as at the date of termination), which based on our previous invoicing and with an understanding of the work required in order to issue Practical Completion, we have calculated as 10 % of 2 x \$8500 (monthly fee).</p> <p>We note no notice of termination was given, and we reserve the right to make further claims (for damages)</p>	<p>Termination Fee</p>

Consolidated Invoice # SP4275 - 1

**Interest on Overdue payments**

This part of the claim relates to interest on overdue amounts.

Added to the claimed amounts is the interest payable on overdue payments. The interest due on overdue payments is pursuant to clause 4.7 of the Projx PM Standard Terms of Business. The amount due for interest payable (which continues to increase) on overdue payments is **\$90.54** incl. GST.

Note interest has been calculated from the due date of the invoice to the 31<sup>st</sup> of August 2024 for unpaid invoices. The interest calculation is not compounding. Projx PM reserves the right to claim the whole interest due amount up until the date of actual payment of payment of the invoices and to calculate this using a compounding formula.

Date used to calculate interest amount 31/8/2024

Invoice #	Date of Invoice	Due Date of Invoice	Amount of Invoice (Excl GST)	No of days over due	Intetereest (10% pa)
823	12/7/2024	9/8/2024	\$8,950.00	22	\$53.95
827	23/7/2024	20/8/2024	\$8,637.50	11	\$26.03
828	29/7/2024	26/8/2024	\$1,700.00	5	\$2.33
			Total		\$82.30
				GST	\$8.23
				Total incl. GST	\$90.54

**\$90.54 (Incl GST)**

**TOTAL:**

**\$21,306.79 (Incl GST)**

To the extent that PPM relies on the above mentioned basis in support of this claim, those basis are non-exhaustive. There may be claims available to PPM that have not been raised in this claim. PPM reserves all of its rights to those claims not raised.

The due date of each discrete invoice contained in this document is seven (7) days from the receipt of this document:  
 Payment by Electronic Transfer  
 Account Name: RA & MA Pty Ltd  
 Bank: Westpac  
 BSB: 032-188 Account no: 504951



# BIV REPORTS PTY LIMITED

Asbestos Reports · WHS Reports · Building Insurance Valuations · Capital Works Fund Plans

ABN 60 508 188 246

## 10 YEAR CAPITAL WORKS FUND PLAN

APRIL 2019



30 MARINE PARADE, THE ENTRANCE :: SP4275



PO Box 2230  
Nth Parramatta 1750  
biv@biv.com.au  
www.biv.com.au

Certified Property Professionals  
Fax: 1300 766 180 or 02 9890 2201  
Ph: 1300 107 280 or 02 9114 9800



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## Annexes

### Photographs

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**10 Year Capital Works Fund Forecast – Costs Estimates (includes GST)**

Capital Works Fund Forecast for:		30 Marine Parade, The Entrance				Date commencing:			28 February 2019			Strata Plan:		SP4275	
					End of Year 1	End of Year 2	End of Year 3	End of Year 4	End of Year 5	End of Year 6	End of Year 7	End of Year 8	End of Year 9	End of Year 10	
					Feb-20	Feb-21	Feb-22	Feb-23	Feb-24	Feb-25	Feb-26	Feb-27	Feb-28	Feb-29	
1	<b>Structure</b>														
2	Roof	\$150,000	2	\$165,375		\$165,375									
3	Long term capital items	\$12,000	10	\$25,907										\$25,907	
4	<b>Appendages</b>														
5	Windows	\$20,000	9	\$39,980									\$39,980		
6	Common prop. lighting	\$6,000	4	\$7,293				\$7,293							
7	Garage doors	\$26,400	7	\$45,245							\$45,245				
8	Fire safety	\$8,000	6	\$12,695						\$12,695					
9	Elevators & equipment	\$50,000	5	\$63,814					\$63,814						
10	Guttering & downpipes	\$14,400	1	\$15,120	\$15,120										
11	Common prop. doors	\$8,000	8	\$14,807								\$14,807			
12	Floor tiles	\$2,000	4	\$2,431				\$2,431							
13	Common prop. signage	\$3,000	5	\$3,829					\$3,829						
14	<b>Inside</b>														
15	Internal painting	\$30,000	6	\$47,606						\$47,606					
16	Carpet	\$12,000	4	\$14,586				\$14,586							
17	Security system	\$2,500	1	\$2,625	\$2,625										
18	Internal balustrade														
19	<b>Outside</b>														
20	External painting	\$60,000	6	\$95,212						\$95,212					
21	Landscaping	\$800	8	\$1,481								\$1,481			
22	Concrete spalling	\$115,000	3	\$133,127			\$133,127								
23	Retaining walls	\$8,000	7	\$13,711							\$13,711				
24	Sealing concrete areas (1)														
25	External balustrade	\$12,000	7	\$20,566							\$20,566				
26	Trip hazards	\$500	1	\$525	\$525										
27	Storm water drains	\$4,000	4	\$4,862				\$4,862							
28	Pavers														
29	Driveway	\$8,000	8	\$14,807								\$14,807			
30	Clothes lines	\$800	9	\$1,599									\$1,599		
31	Mail boxes	\$1,000	5	\$1,276					\$1,276						
	<b>Total Estimate (rounded)</b>	<b>\$554,400</b>		<b>\$748,480</b>	<b>\$18,270</b>	<b>\$165,375</b>	<b>\$133,127</b>	<b>\$29,172</b>	<b>\$68,919</b>	<b>\$155,514</b>	<b>\$79,521</b>	<b>\$31,096</b>	<b>\$41,579</b>	<b>\$25,907</b>	

10 Year Capital Works Fund Forecast – Reasoning for Costs Estimates (includes GST)

Capital Works Fund Forecast for:		30 Marine Parade, The Entrance		Date commencing:	28 February 2019	Strata Plan:	SP4275
						Today's date:	23 April 2019
Serial	Item	Current Cost Estimate	Approx year required	Comments (Allowance for)			
1	<b>Structure</b>						
2	Roof	\$150,000	2	Contribution towards the renewal of the roof			
3	Long term capital items	\$12,000	10	Contribution towards the replacement of the long term capital items			
4	<b>Appendages</b>						
5	Windows	\$20,000	9	Allowance for windows			
6	Common prop. lighting	\$6,000	4	Contribution towards the replacement of the common prop. lighting			
7	Garage doors	\$26,400	7	Contribution towards the renewal of the garage doors			
8	Fire safety	\$8,000	6	Contribution towards the renewal of the fire safety			
9	Elevators & equipment	\$50,000	5	Contribution towards the renewal of the elevators & equipment			
10	Guttering & downpipes	\$14,400	1	Contribution towards the repair of the guttering & downpipes			
11	Common prop. doors	\$8,000	8	Contribution towards the renewal of the common prop. doors			
12	Floor tiles	\$2,000	4	Contribution towards the repair of the floor tiles			
13	Common prop. signage	\$3,000	5	Contribution towards the renewal of the common prop. signage			
14	<b>Inside</b>						
15	Internal painting	\$30,000	6	Contribution towards the renewal of the internal painting			
16	Carpet	\$12,000	4	Contribution towards the renewal of the carpet			
17	Security system	\$2,500	1	Contribution towards the renewal of the security system			
18	Internal balustrade						
19	<b>Outside</b>						
20	External painting	\$60,000	6	Contribution towards the renewal of the external painting			
21	Landscaping	\$800	8	Allowance for the renewal of the landscaping			
22	Concrete spalling	\$115,000	3	Contribution towards the repair of the concrete spalling			
23	Retaining walls	\$8,000	7	Contribution towards the repair of the retaining walls			
24	Sealing concrete areas (1)						
25	External balustrade	\$12,000	7	Contribution towards the repair of the external balustrade			
26	Trip hazards	\$500	1	Removal of any trip hazards			
27	Storm water drains	\$4,000	4	Contribution towards the repair of the storm water drains			
28	Pavers						
29	Driveway	\$8,000	8	Contribution towards the repair of the driveway			
30	Clothes lines	\$800	9	Contribution towards the replacement of the clothes lines			
31	Mail boxes	\$1,000	5	Contribution towards the renewal of the mail boxes			
	<b>Total Estimate (rounded)</b>	<b>\$554,400</b>					

**Recommended Annual Capital Works Fund Payment**

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End of Year	Year Ending	Recommended Capital Works Fund Payment	Annual % change in Capital Works Fund Payment	Adjustm't to Capital Works Fund Payment (increase/decrease)	CW/Fund Balance + Interest + Annual CW/Fund Payment	Costs in each year refer to the table above (page 3)	Capital Works Fund Balance	Interest on the Capital Works Fund Balance
A	B	C	D	E	F	G	H	I
					H+I+C		F-G	2.75%
							\$49,175	\$1,352
1	Feb-20	\$96,000		\$19,499	\$146,527	\$18,270	\$128,257	\$3,527
2	Feb-21	\$102,796	7.08%	\$24,000	\$234,581	\$165,375	\$69,206	\$1,903
3	Feb-22	\$81,160	-21.05%		\$152,269	\$133,127	\$19,142	\$526
4	Feb-23	\$83,595	3.00%		\$103,264	\$29,172	\$74,092	\$2,038
5	Feb-24	\$86,103	3.00%		\$162,232	\$68,919	\$93,313	\$2,566
6	Feb-25	\$88,686	3.00%		\$184,565	\$155,514	\$29,052	\$799
7	Feb-26	\$91,347	3.00%		\$121,197	\$79,521	\$41,676	\$1,146
8	Feb-27	\$94,087	3.00%		\$136,909	\$31,096	\$105,813	\$2,910
9	Feb-28	\$96,910	3.00%		\$205,633	\$41,579	\$164,054	\$4,511
10	Feb-29	\$99,817	3.00%		\$268,382	\$25,907	\$242,475	\$6,668
11	Feb-30	\$102,811	3.00%		\$351,954		\$351,954	\$9,679

Note: some figures may be rounded

<b>Assumptions</b>		
Base Annual Capital Works Fund contribution for Capital Items		\$76,501
Buffer (or adjustment to the base annual contribution)		
<b>Recommended Annual Capital Works Fund Contribution (After Buffer)</b>		<b>\$76,501</b>
Current Annual Capital Works Fund contribution (as instructed)		\$96,000
Current Capital Works Fund Balance (as instructed)		\$49,175
Annual Capital Works Fund Payment increase rate		3.00%
Adopted Investment Rate after tax		2.75%

The above table represents our Recommendation of the Annual Capital Works Fund Payments for the next 11 years. Column F includes the Capital Works Fund Balance as at the end of the previous year plus any interest earned plus the Recommended Capital Works Fund Payment for the current year. Column C (Recommended Capital Works Fund Payment) may include Extra Costs Payments (positive adjustment) or reductions in the Recommended Capital Works Fund Payment (negative adjustment) to ensure that the Capital Works Fund Balance remains positive in each year.

**First Year - Recommended Capital Works Fund Payment per Unit Entitlement and per Lot (PER ANNUM)**

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First Year Capital Works Fund Payment			
Lot No	Unit Entitlement	Per Annum: Year 1 Payment	Rate per U/E
1	18	\$3,991	\$221.71
2	18	\$3,991	(rounded)
3	18	\$3,991	
4	16	\$3,547	
5	18	\$3,991	
6	18	\$3,991	
7	18	\$3,991	
8	16	\$3,547	
9	19	\$4,212	
10	18	\$3,991	
11	18	\$3,991	
12	16	\$3,547	
13	19	\$4,212	
14	19	\$4,212	
15	19	\$4,212	
16	16	\$3,547	
17	19	\$4,212	
18	19	\$4,212	
19	19	\$4,212	
20	17	\$3,769	
21	20	\$4,434	
22	19	\$4,212	
23	19	\$4,212	
24	17	\$3,769	
	<b>433</b>	<b>\$96,000</b>	

## Recommendation

We consider that the existing Capital Works Fund Balance is low, and that this Balance should be increased over time to allow for future likely expenditure as well as any unforeseen circumstances. We consider that the current annual payments are sufficient to meet the immediate likely expenditure. However we recommend that the Owners Corporation adopt as a minimum the Capital Works Fund Payments as shown in the table below and for the following ten years.

## Points of consideration

We have made the following allowances:

- contribution towards the renewal of the roof in year 2.
- contribution towards the replacement of the long term capital items, if required.
- in year 9, allowance for windows.
- contribution towards the replacement of the common prop. lighting in year 4.
- in year 7, contribution towards the renewal of the garage doors.
- contribution towards the renewal of the fire safety in year 6, if required.
- contribution towards the renewal of the elevators & equipment in year 5.
- in year 1, contribution towards the repair of the guttering & downpipes.
- contribution towards the renewal of the common prop. doors in year 8.
- in year 4, contribution towards the repair of the floor tiles.
- contribution towards the renewal of the common prop. signage in year 5.
- in year 6, contribution towards the renewal of the internal painting, if required. In order to maintain a fresh appearance and provide constant protection. If performed regularly, repainting will prevent excessive preparation costs in the future.
- contribution towards the renewal of the carpet in year 4.
- in year 1, contribution towards the renewal of the security system.
- contribution towards the renewal of the external painting in year 6, if required.
- allowance for the renewal of the landscaping in year 8. The owners may wish to change the plantings, restore landscaped areas and refresh with new bark chips.
- in year 3, contribution towards the repair of the concrete spalling.
- contribution towards the repair of the retaining walls in year 7.
- in year 7, contribution towards the repair of the external balustrade.
- removal of any trip hazards in year 1. (By the use of a concrete grinder or other appropriate means).
- in year 4, contribution towards the repair of the storm water drains.
- in year 8, contribution towards the repair of the driveway, if required.
- contribution towards the replacement of the clothes lines in year 9.
- in year 5, contribution towards the renewal of the mail boxes.

Note that the Capital Works Fund Plan is only an estimate of what items may reasonably require replacement during the term of the Plan. There is no guarantee that a reasonable assessment of a future projection today may in fact come to pass, and indeed, additional items of capital repairs or replacement unforeseen at the time of preparing a Capital Works Fund Plan may occur in the immediate future. This Capital Works Fund Plan should be reviewed periodically when items are no longer required and should be removed, or new items discovered which should be added to the Plan. Funding for this Plan should be obtained from the Capital Works Fund. The shown figures are our recommendation based upon our assessment of the likely expenditure (and an allowance for expenditure) in the 10 year Capital Works Fund Plan requested. The Owners Corporation is entitled to choose whatever Capital Works Fund contributions they deem appropriate for their particular circumstances.

## Summary

The following repair or replacement items are recommended at the times scheduled below.

Year	Year Ending	Recommended Capital Works Fund Payment (includes any Extra Costs payment)	Items
1	Feb-20	\$96,000	Trip Hazards Security System Guttering & Downpipes
2	Feb-21	\$102,796	Roof
3	Feb-22	\$81,160	Concrete Spalling
4	Feb-23	\$83,595	Storm Water Drains Carpet Floor Tiles Common Prop. Lighting
5	Feb-24	\$86,103	Mail Boxes Common Prop. Signage Elevators & Equipment
6	Feb-25	\$88,686	External Painting Internal Painting Fire Safety
7	Feb-26	\$91,347	External Balustrade Retaining Walls Garage Doors
8	Feb-27	\$94,087	Driveway Landscaping Common Prop. Doors
9	Feb-28	\$96,910	Clothes Lines Windows
10	Feb-29	\$99,817	Long Term Capital Items
11	Feb-30	\$102,811	



**W. L. Dobrow FAPI FREI REIV (Aust)**

**Registered Valuer No. 515 (NSW) - Unrestricted**

**Real Estate Institute of NSW - Accredited Commercial Specialist & Accredited Practising Valuer**

**Australian Property Institute - Certified Practising Valuer**

The above assessment has been calculated in accordance with the Strata Schemes Management Act 2015. The recommendations are calculated from an amalgam of estimates and a single figure is provided for practical purposes from within a range of values and combination of a range of estimates. Areas have been calculated from our on-site measurements of the external parts of the building or the subject Strata Plan. Building plans or building surveys should be provided if the Owners Corporation requires more accurate areas. We have relied upon Rawlinsons and the advice of a quantity surveyor at times to assess the cost of replacement and the repair of items and do not accept responsibility for any errors from the above providers of source data. Our inspection of the building only includes easily accessible areas of the property at the time of inspection. We do not identify or comment on the structural integrity (pest, rot or defect, etc), building compliance, or fire safety items of the improvements.

This report is for the use of the party to whom it is addressed and for no other purpose. No responsibility is accepted to any third party who may use or rely on the whole or any part of the content of this report. Neither the whole nor any part of this report or any reference thereto may be included in any published document, circular or statement or published in any way without our written approval of the form and context in which it may appear. This Capital Works Fund Plan has been prepared on the basis of instruction being for a 10 year Capital Works Fund Plan only in order to satisfy the requirements of the Act and for no other purpose. A comprehensive report should be commissioned if a party requires a more detailed report or for use in litigation matters. We reserve the right to review or withdraw our report at any time. This report does not cover the property's structural condition or environmental contamination, nor is a quantitative survey. This report does not cover occupational health and safety, fire safety, nor council compliance in any respect (ie. flooding, building, etc) nor should it be construed as such.

Photographs



**CONSOLIDATED BY-LAWS FOR  
STRATA PLAN NO. 4275**

**INDEX**

- 1 Noise**
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- 3 Obstruction of common property**
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- 6 Behaviour of owners and occupiers**
- 7 Children playing on common property in building**
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- 12 Storage of inflammable liquids and other substances and materials**
- 13 Moving furniture and other objects on or through common property**
- 14 Floor coverings**
- 15 Garbage Disposal**
- 16 *Keeping of animals Repealed 23/03/1980***
- 17 Appearance of lot**
- 18 Notice board**
- 19 Change in use of lot to be notified**

**By Law 16 added 23/03/1980**

**By Law 16A added 28/09/1980**

## **1 Noise**

An owner or occupier of a lot must not create any noise on the parcel likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

**Note** This by-law was previously by-law 12 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 13 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

## **2 Vehicles**

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property except with the written approval of the owners corporation.

**Note** This by-law was previously by-law 13 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 14 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

## **3 Obstruction of common property**

An owner or occupier of a lot must not obstruct lawful use of common property by any person.

**Note** This by-law was previously by-law 14 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 15 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

## **4 Damage to lawns and plants on common property**

An owner or occupier of a lot must not:

(a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or

(b) use for his or her own purposes as a garden any portion of the common property.

**Note** This by-law was previously by-law 15 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 16 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

## **5 Damage to common property**

(1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property without the approval in writing of the owners corporation. This by-law is subject to sections 109 and 110 of the *Strata Schemes Management Act 2015*.

(2) An approval given by the owners corporation under clause (1) cannot authorise any additions to the common property.

(3) This by-law does not prevent an owner or person authorised by an owner from installing:

(a) any locking or other safety device for protection of the owner's lot against intruders, or

(b) any screen or other device to prevent entry of animals or insects on the lot, or

(c) any structure or device to prevent harm to children.

(4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.

(5) Despite section 106 of the *Strata Schemes Management Act 2015*, the owner of a lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) that forms part of the common property and that services the lot.

**Note** This by-law was previously by-law 16 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 17 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

## **6 Behaviour of owners and occupiers**

An owner or occupier of a lot when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.

**Note** This by-law was previously by-law 17 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 18 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

## **7 Children playing on common property in building**

An owner or occupier of a lot must not permit any child of whom the owner or occupier has control to

play on common property within the building or, unless accompanied by an adult exercising effective control, to be or to remain on common property comprising a laundry, car parking area or other area of possible danger or hazard to children.

**Note** This by-law was previously by-law 18 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 19 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

## **8 Behaviour of invitees**

An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property.

**Note** This by-law was previously by-law 19 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 20 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

## **9 Depositing rubbish and other material on common property**

An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using the common property.

**Note** This by-law was previously by-law 20 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 21 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

## **10 Drying of laundry items**

An owner or occupier of a lot must not, except with the consent in writing of the owners corporation, hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the building other than on any lines provided by the owners corporation for the purpose and there only for a reasonable period.

**Note** This by-law was previously by-law 21 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 22 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

## **11 Cleaning windows and doors**

An owner or occupier of a lot must keep clean all glass in windows and all doors on the boundary of the lot, including so much as is common property.

**Note** This by-law was previously by-law 22 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 23 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

## **12 Storage of inflammable liquids and other substances and materials**

- (1) An owner or occupier of a lot must not, except with the approval in writing of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.
- (2) This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

**Note** This by-law was previously by-law 23 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 24 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

## **13 Moving furniture and other objects on or through common property**

An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless sufficient notice has first been given to the strata committee so as to enable the strata committee to arrange for its nominee to be present at the time when the owner or occupier does so.

**Note** This by-law was previously by-law 24 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 25 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

## **14 Floor coverings**

- (1) An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.
- (2) This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

**Note** This by-law was previously by-law 25 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 26 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

## **15 Garbage disposal**

An owner or occupier of a lot:

- (a) must maintain within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and adequately covered a receptacle for garbage, and
- (b) must ensure that before refuse is placed in the receptacle it is securely wrapped or, in the case of tins or other containers, completely drained, and
- (c) for the purpose of having the garbage collected, must place the receptacle within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage is normally collected, and
- (d) when the garbage has been collected, must promptly return the receptacle to the lot or other area referred to in paragraph (a), and
- (e) must not place any thing in the receptacle of the owner or occupier of any other lot except with the permission of that owner or occupier, and
- (f) must promptly remove any thing which the owner, occupier or garbage collector may have spilled from the receptacle and must take such action as may be necessary to clean the area within which that thing was spilled.

**Note** This by-law was previously by-law 26 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 27 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

## **16 Keeping of animals**

- (1) Subject to section 157 of the *Strata Schemes Management Act 2015*, an owner or occupier of a lot must not, without the approval in writing of the owners corporation, keep any animal on the lot or the common property.
- (2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.

**Note** This by-law was previously by-law 27 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 28 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

## **17 Appearance of lot**

- (1) The owner or occupier of a lot must not, without the written consent of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
- (2) This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in by-law 10.

**Note** This by-law was previously by-law 29 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 30 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

## **18 Notice board**

An owners corporation must cause a notice board to be affixed to some part of the common property.

**Note** This by-law was previously by-law 3 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 3 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

## **19 Change in use of lot to be notified**

An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot in a way that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes).

## Asbestos Management Plan

**SP 4275**  
**TASMAN TOWERS**  
30 Marine Pde, The Entrance  
NSW 2261



Inspected by **Edward Malek**  
ACT Lic. No. 2010700

21<sup>st</sup> November 2012

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## Asbestos Management Plan

### DOCUMENT CONTROL

	Date	Responsible officer
Version 1.0 Final	21 <sup>st</sup> November 2012	Edward Malek
Scheduled review date	21 <sup>st</sup> November 2017	Edward Malek
Actual review date		

## Asbestos Management Plan

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## Asbestos Management Plan

### FOREWORD

This plan is developed to assist agents managing owners corporations comply with government policy and legislative requirements in the management of asbestos containing materials (ACM) in workplaces.

#### ***Statutory Requirement***

A controller of premises must identify any foreseeable hazard arising from the premises that has the potential to harm the health or safety of any person accessing, using or egressing from the premises.

A strata management agent has responsibility to maintain a safe working environment under the provisions of:

- NSW Work Health & Safety Act 2011
- NSW Occupational Health & Safety Regulation 2001
- NSW OHS Amendment (Chrysotile Asbestos) Regulations 2003
- Code of Practice for the Management and Control of Asbestos in Workplaces NOHSC:2018 2005
- Code of Practice for the Safe Removal of Asbestos 2<sup>nd</sup> Edition NOHSC:2002 – 2005
- Code of Practice – How to Manage and Control Asbestos in the Workplace - Safe Work Australia 2011
- Protection of the Environment Operations Waste Regulations 2005 (EPA)

#### ***Government Policy***

The long-term aim is for all buildings occupied or managed to be free of ACM.

Whilst working towards this goal, agencies have an obligation to identify and manage ACM in buildings to meet the Occupational Health and Safety requirements.

ACM in sound condition, left undisturbed, presents negligible risk to building occupants and the general community. Therefore removal of asbestos may not be immediately necessary but should take into consideration immediate health risks and be completed prior to demolition, partial demolition, renovation or refurbishment if these works are likely to disturb ACM.

Remaining ACM should be regularly inspected and actions taken to minimise health risk, where practical.

All work conducted on ACM must be undertaken in such a manner as to minimise health risks.

## Asbestos Management Plan ASBESTOS SITE SURVEY REPORT

**STRATA COMPANY: All Strata Services**

**SP No. : 4275**

**ADDRESS: 30 Marine pde, The Entrance NSW 2261**

**ASSESSOR: Edward Malek**  
ACT Class A Lic No. 2010700

**Date of Inspection: 21<sup>st</sup> November 2012**

The subject property is developed as a residential complex comprising of 24 units. A lift provides access to all units. Construction is of masonry external walls with aluminum framed windows. A flat concrete roof is coated with a membrane and pebbles. Surrounding properties generally comprise of residential units.

The SP registration year is 1969 a time when Asbestos Containing Material was commonly used in the building industry.

The balcony balustrade panels, certain interior walls and areas of the external facade are clad with Fibre Cement sheeting which is assumed a chance of containing asbestos taking into consideration the time of when the building was actually constructed. The FC sheeting appears to be in good condition considering that the sheets are painted which helps encapsulate the materials fibres. The FC sheeting is assumed as containing asbestos until tested and determined asbestos free.

The gaskets on older mechanical equipment and associated hydraulic components have been known to contain traces of asbestos as well as trailing cables found in lift shafts and materials used in lift motor rooms. These materials are assumed as containing asbestos until tested and determined asbestos free.

The ceiling finish in the lobbies known as vermiculite has been known to contain asbestos. Considering the time of when the building was constructed there is a chance of asbestos being present. Since the lobbies have a vermiculite finished surface on the ceiling, it is common that the ceilings in each individual unit also have the same vermiculite finish and are considered common property. The vermiculite finished ceilings are assumed to contain traces of asbestos until tested and determined asbestos free.

The roof membrane material has also been known to contain asbestos. Considering the time of when the building was constructed there is a chance of asbestos being present. The membrane is assumed to contain traces of asbestos until tested and determined asbestos free.

The backing boards of electrical switchboards have also been known to contain asbestos. Considering the time of when the building was constructed there is a chance of asbestos being present. The main electrical switchboards are assumed to contain traces of asbestos until tested and determined asbestos free.

## Asbestos Management Plan

Some buildings may contain ACM's such as access panels and pipe lagging within individual units or inaccessible areas that are still regarded as common property. Access to these items may not have been possible at the time of inspection. If there is concern that these areas may contain asbestos please follow the actions outlined in the asbestos register regarding removal and handling of ACM's.

While most building products containing asbestos were phased out in the mid 1980's, other materials continued to be used in plant rooms and other equipment until the national ban on the use of all forms of asbestos in 2003.

The health risk is low if asbestos is present. The asbestos register needs to be available to anyone who is to carry out work on the building. If they need to carry out work in an area that has a possibility of containing an asbestos product as shown in the register then they need to follow the applicable precautionary actions that are tabled.

## ASBESTOS REGISTER

A matrix comprising the condition of the ACM and the likelihood of disturbance has been applied to all material found or assumed to contain asbestos during survey. A qualitative risk ranking has subsequently been assigned to each occurrence of ACM.

# ASBESTOS REGISTER

21<sup>st</sup> November 2012

SP 4275

30 Marine Pde, The Entrance NSW 2261


Photo and Location of Suspected ACM	Findings	Condition	Material	Risk Rating	Actions
 <p>All electrical switchboards.</p>	<p>Electrical switchboard mounting boards have been known to be made with asbestos containing material. Considering the year of installation was 1969 it is presumed an ACM.</p>	<p>Good</p>	<p>Non Friable</p>	<p>4</p>	<p>Due to the low risk it is recommended the material be left undisturbed. Should any renovation, maintenance or demolition work be planned in these areas it is recommended the material be tested and if Asbestos is detected then please ensure the persons involved can confirm their ability and intention to comply with the requirements for the Safe Handling and Removal of ACM, available from the National Occupational Health and Safety Commission (NOHSC) and Safe Work Australia.  <b>Ref. NOHSC:2018 (2005) Code of Practice for the Management and Control of Asbestos in Workplaces.</b>  <b>Safe Work Australia (2011) Code of Practice – How to Manage and Control Asbestos in the Workplace.</b></p>
<p>Actioned by</p>	<p>Date</p>	<p>Scope of the work done</p>			<p>Testing or clearance certificate details</p>


Photo and Location of Suspected ACM	Findings	Condition	Material	Risk Rating	Actions
 <p data-bbox="890 1435 975 2011">The fibre cement balustrade panels on all balconies.</p>	<p data-bbox="150 1099 975 1435">The fibre cement sheeting used as balustrade panels has been known to contain traces of asbestos. Considering the year of installation was 1989 it is presumed an ACM.</p>	<p data-bbox="150 954 975 1099">Good</p>	<p data-bbox="150 797 975 954">Non Friable</p>	<p data-bbox="150 663 975 797">4</p>	<p data-bbox="150 136 975 663">Due to the low risk it is recommended the material be left undisturbed. Should any renovation, maintenance or demolition work be planned in these areas it is recommended the material be tested and if Asbestos is detected then please ensure the persons involved can confirm their ability and intention to comply with the requirements for the Safe Handling and Removal of ACM, available from the National Occupational Health and Safety Commission (NOHSC) and Safe Work Australia.  <b>Ref. NOHSC:2018 (2005) Code of Practice for the Management and Control of Asbestos in Workplaces.</b>  <b>Safe Work Australia (2011) Code of Practice – How to Manage and Control Asbestos in the Workplace.</b></p>
<p data-bbox="975 1435 1252 2011">Actioned by</p>	<p data-bbox="975 1099 1252 1435">Date</p>	<p data-bbox="975 954 1252 1099">Scope of the work done</p>	<p data-bbox="975 797 1252 954">Testing of clearance certificate details</p>		

Photo and Location of Suspected ACM	Findings	Condition	Material	Risk Rating	Actions
 <p>The fibre cement panels used above all the unit entry doors from levels 1-6.</p>	<p>The fibre cement sheeting used as wall panels has been known to contain traces of asbestos. Considering the year of installation was 1969 it is presumed an ACM.</p>	<p>Good</p>	<p>Non Friable</p>	<p>4</p>	<p>Due to the low risk it is recommended the material be left undisturbed. Should any renovation, maintenance or demolition work be planned in these areas it is recommended the material be tested and if Asbestos is detected then please ensure the persons involved can confirm their ability and intention to comply with the requirements for the Safe Handling and Removal of ACM, available from the National Occupational Health and Safety Commission (NOHSC) and Safe Work Australia.  <b>Ref. NOHSC:2018 (2005) Code of Practice for the Management and Control of Asbestos in Workplaces.</b>  <b>Safe Work Australia (2011) Code of Practice – How to Manage and Control Asbestos in the Workplace.</b></p>
<p>Actioned by</p>	<p>Date</p>	<p>Scope of the work done</p>		<p>Testing or clearance certificate details</p>	


Photo and Location of Suspected ACM	Findings	Condition	Material	Risk Rating	Actions
 <p>The fibre cement panels used above all the fire stairwell entry doors from levels 1-6.</p>	<p>The fibre cement sheeting used as wall panels has been known to contain traces of asbestos. Considering the year of installation was 1969 it is presumed an ACM.</p>	<p>Good</p>	<p>Non Friable</p>	<p>4</p>	<p>Due to the low risk it is recommended the material be left undisturbed. Should any renovation, maintenance or demolition work be planned in these areas it is recommended the material be tested and if Asbestos is detected then please ensure the persons involved can confirm their ability and intention to comply with the requirements for the Safe Handling and Removal of ACM, available from the National Occupational Health and Safety Commission (NOHSC) and Safe Work Australia.  <b>Ref. NOHSC:2018 (2005) Code of Practice for the Management and Control of Asbestos in Workplaces.</b>  <b>Safe Work Australia (2011) Code of Practice – How to Manage and Control Asbestos in the Workplace.</b></p>
<p>Actioned by</p>	<p>Date</p>	<p>Scope of the work done</p>			<p>Testing or clearance certificate details</p>

Photo and Location of Suspected ACM	Findings	Condition	Material	Risk Rating	Actions
 <p data-bbox="890 1451 951 2011">The fibre cement sheeting used as façade cladding around garage doors 17 and 18.</p>	<p data-bbox="188 1106 384 1424">The fibre cement sheeting used as exterior cladding has been known to contain traces of asbestos. Considering the year of installation was 1969 it is presumed an ACM.</p>	<p data-bbox="188 1016 217 1084">Good</p>	<p data-bbox="188 808 217 931">Non Friable</p>	<p data-bbox="188 707 217 752">4</p>	<p data-bbox="197 143 703 651">Due to the low risk it is recommended the material be left undisturbed. Should any renovation, maintenance or demolition work be planned in these areas it is recommended the material be tested and if Asbestos is detected then please ensure the persons involved can confirm their ability and intention to comply with the requirements for the Safe Handling and Removal of ACM, available from the National Occupational Health and Safety Commission (NOHSC) and Safe Work Australia. Ref. NOHSC:2018 (2006) Code of Practice for the Management and Control of Asbestos in Workplaces. Safe Work Australia (2011) Code of Practice – How to Manage and Control Asbestos in the Workplace.</p>
<p data-bbox="963 1659 992 1805">Actioned by</p>	<p data-bbox="963 1245 992 1301">Date</p>	<p data-bbox="963 965 992 1021">Scope of the work done</p>	<p data-bbox="963 741 992 1021">Testing or clearance certificate details</p>		

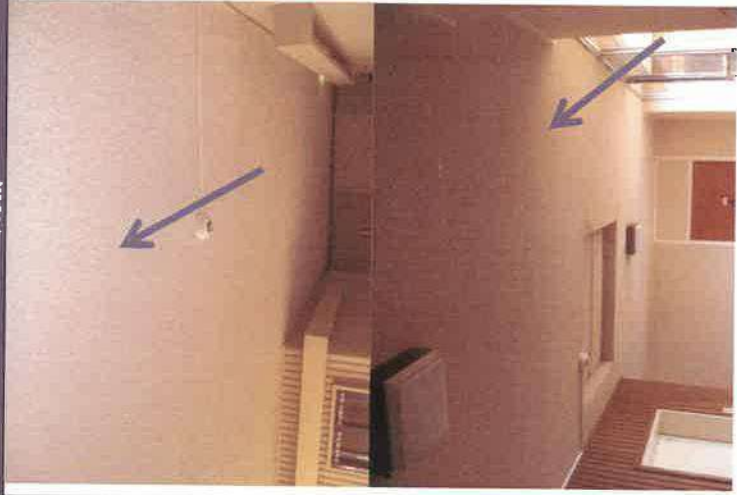
Photo and Location of Suspected ACM	Findings	Condition	Material	Risk Rating	Actions
 <p>Vermiculite ceiling finish in the lobbies and also commonly found on the ceiling of each individual unit.</p>	<p>The vermiculite material used as a ceiling lining has been known to contain traces of asbestos. Considering the year of installation was 1969 it is presumed an ACM.</p>	<p>Good</p>	<p>Non Friable</p>	<p>4</p>	<p>Due to the low risk it is recommended the material be left undisturbed. Should any renovation, maintenance or demolition work be planned in these areas it is recommended the material be tested and if Asbestos is detected then please ensure the persons involved can confirm their ability and intention to comply with the requirements for the Safe Handling and Removal of ACM, available from the National Occupational Health and Safety Commission (NOHSC) and Safe Work Australia.  <b>Ref. NOHSC:2018 (2005) Code of Practice for the Management and Control of Asbestos in Workplaces.</b>  <b>Safe Work Australia (2011) Code of Practice – How to Manage and Control Asbestos in the Workplace.</b></p>
<p>Actioned by</p>	<p>Date</p>	<p>Scope of the work done</p>		<p>Testing or clearance certificate details</p>	


Photo and Location of Suspected ACM	Findings	Condition	Material	Risk Rating	Actions
 <p>The lift trailing cables and associated mechanical equipment in the lift shaft and lift motor room.</p>	<p>The lift trailing cables and associated mechanical equipment have been known to contain traces of asbestos. Considering the year of installation was 1969 they are presumed an ACM.</p>	<p>Good</p>	<p>Non Friable</p>	<p>4</p>	<p>Due to the low risk it is recommended the material be left undisturbed. Should any renovation, maintenance or demolition work be planned in these areas it is recommended the material be tested and if Asbestos is detected then please ensure the persons involved can confirm their ability and intention to comply with the requirements for the Safe Handling and Removal of ACM, available from the National Occupational Health and Safety Commission (NOHSC) and Safe Work Australia.  Ref. NOHSC:2018 (2005) Code of Practice for the Management and Control of Asbestos in Workplaces.  Safe Work Australia (2011) Code of Practice – How to Manage and Control Asbestos in the Workplace.</p>
<p>Actioned by</p>	<p>Date</p>	<p>Scope of the work done</p>		<p>Testing or clearance certificate details</p>	



Photo and Location of Suspected ACM	Findings	Condition	Material	Risk Rating	Actions
 <p>Hydraulic equipment at the street frontage and throughout the building.</p>	<p>The gaskets on older hydraulic equipment have been known to contain traces of asbestos. Considering the year of installation was 1969 they are presumed an ACM.</p>	<p>Good</p>	<p>Non Friable</p>	<p>4</p>	<p>Due to the low risk it is recommended the material be left undisturbed. Should any renovation, maintenance or demolition work be planned in these areas it is recommended the material be tested and if Asbestos is detected then please ensure the persons involved can confirm their ability and intention to comply with the requirements for the Safe Handling and Removal of ACM, available from the National Occupational Health and Safety Commission (NOHSC) and Safe Work Australia.  <b>Ref. NOHSC:2018 (2005) Code of Practice for the Management and Control of Asbestos in Workplaces.</b>  <b>Safe Work Australia (2011) Code of Practice – How to Manage and Control Asbestos in the Workplace.</b></p>
<p>Actioned by</p>	<p>Date</p>	<p>Scope of the work done</p>			<p>Testing or clearance certificate details</p>

Photo and Location of Suspected ACM	Findings	Condition	Material	Risk Rating	Actions
 <p>The concrete roof waterproof membrane.</p>	<p>Older types of roof waterproof membrane have been known to contain traces of asbestos. Considering the year of installation was 1969 it is presumed an ACM.</p>	<p>Good</p>	<p>Non Friable</p>	<p>4</p>	<p>Due to the low risk it is recommended the material be left undisturbed. Should any renovation, maintenance or demolition work be planned in these areas it is recommended the material be tested and if Asbestos is detected then please ensure the persons involved can confirm their ability and intention to comply with the requirements for the Safe Handling and Removal of ACM, available from the National Occupational Health and Safety Commission (NOHSC) and Safe Work Australia.  <b>Ref. NOHSC:2018 (2005) Code of Practice for the Management and Control of Asbestos in Workplaces.</b>  <b>Safe Work Australia (2011) Code of Practice – How to Manage and Control Asbestos in the Workplace.</b></p>
<p>Actioned by</p>		<p>Date</p>		<p>Scope of the work done</p>	
				<p>Testing or clearance certificate details</p>	

## Asbestos Management Plan

### CONTROL MEASURES

The recommended control measures that have been considered and approved by Sageview management are as follows:

#### Category 1

Risk Ranking {See asbestos register report}  
Immediate isolation until remedial action completed  
Immediate removal of asbestos containing material

#### Category 2

Risk Ranking {See asbestos register report}  
Remove source of disturbance; or  
Isolate asbestos containing material

#### Category 3

Risk Ranking {See asbestos register report}  
Remove before possible disturbance, such as demolition, partial demolition, renovation or refurbishment to ensure potential health risks do not arise.  
Monitor risk until remedial action is completed

#### Category 4

Risk Ranking {See asbestos register report}  
Monitor and manage in accordance with the review of risk assessments

#### **Category 1 Risk Ranking items**

All category 1 items identified at survey have been reported by the asbestos surveyor and immediate remedial action taken. Category 1 items identified in the future, through register review, prior oversight or damage, are to be reported and immediately rectified through normal agency maintenance channels. Any friable, unstable ACM must be treated as a category 1 risk.

#### **Category 2 Risk Ranking items**

Category 2 risks are characterised by an elevated risk due to likely disturbance and the control measure is designed to reduce or eliminate the possibility of disturbance.

#### **Category 3 Risk Ranking Items**

Category 3 items are programmed for removal prior to a time of likely disturbance for another purpose, such as renovation. Management decision is necessary as to when this should be done.

#### **Category 4 Risk Ranking items**

These items are low risk due to good condition with a low probability of disturbance and need only future management and monitoring. Generally they are well bonded, for example in a cement matrix, stable and relatively inaccessible.

## Asbestos Management Plan

### **Monitoring and Management**

The following elements of monitoring and management, all requirements under the code of practice, have been determined after consideration of the asbestos surveyor's recommendations relating to the building.

### **Access**

1. No access restriction required (unless specifically noted in the register) as all remaining ACM is well bonded and unlikely to be disturbed.

### **Work Permits**

1. Work permits not considered necessary (unless specifically noted in the register)

### **Recording Work on ACM**

Work done on ACM that materially changes a register entry is to be recorded in the asbestos register by and will include details of:

- The company conducting the work
- The date of the work
- The scope of the work done
- Any clearance/testing certificates

### **Maintenance of Asbestos Register**

The asbestos register needs to be maintained and controlled by the Strata manager or Building Manager. If any changes have occurred to the building that may directly affect the contents of the Asbestos Management plan or Register then Sageview need to be immediately notified and appointed to update and amend the information contained in these.

### **Access to Asbestos Register**

The asbestos register is to be made available to contractors on every occasion that work may be done which could possibly disturb ACM. Reasonable requests by staff members or contractors for inspection of the asbestos register will be granted.

### **Safe Work Methods**

Refer to the Actions identified in the Asbestos Register

## Asbestos Management Plan

### **CONSULTATION, INFORMATION SHARING AND TRAINING**

Advice regarding ACM is to be included in induction training procedures and follow up briefings are to be conducted after each review of the ACM register, after any material change in the ACM register.

Induction briefings for contractors who may work within the building(s) are to be conducted.

Briefings will include details as per Attachment A and/or Attachment B

Where necessary, the briefings will be site specific.

Updates, where a change to the AMP or extensive work to buildings is planned, are to be delivered by

1. Occupational Safety and Health newsletter
2. Briefing meetings
3. Other

### **AGENCY OPERATIONAL CONSIDERATIONS**

A workplace is defined as "a place, whether or not in an aircraft, ship, vehicle, building or other structure, where employees or self employed persons work or are likely to be in the course of their work." Accordingly, this plan also needs to account for work outside the usual office building.

As part of this plan, all agency operations have been reviewed and particular precautions and control measures are to be taken in accordance with Attachment A.  
*(This will include such tasks as visits to external places etc.)*

### **REVIEW**

The register of ACM is to be reviewed every 5 years or when an addition to the register has been made.

The asbestos management plan is to be reviewed 5 years from date of inspection or when a change to the register has been recorded, to ensure effectiveness of management processes in:

- Preventing exposure to airborne asbestos fibres;
- Controlling maintenance workers and contractors;
- Highlighting the need for action to maintain or remove ACM;
- Raising awareness among all workers; and
- Maintaining the accuracy of the register of ACM.

## Asbestos Management Plan

### ATTACHMENTS

**Attachment A**

Schedule of Operational Precautions and Practices

**Attachment B**

Health aspects of Exposure to Airborne Asbestos Fibres

Extract from *Code of Practice for the Management and Control of Asbestos in Workplaces* [NOHSC:2018(2005)] Part 6

**Attachment C**

Training Workers About Asbestos or ACM

Extract from *How to Manage and Control for the Management of Asbestos in Workplace - Code of Practice (Safe Work Australia)* Part 6.3 – Training Workers About Asbestos or ACM

**Attachment D**

Schedule of Briefings



## Asbestos Management Plan

### **Attachment B - Health aspects of Exposure to Airborne asbestos Fibres**

Extract from *Code of Practice for the Management and Control of Asbestos in Workplaces [NOHSC:2018(2005)] Part 6*

Asbestos is a known carcinogen. The inhalation of asbestos fibres is known to cause mesothelioma, lung cancer and asbestosis.

**Malignant mesothelioma** is a cancer of the outer covering of the lung (the pleura) or the abdominal cavity (the peritoneum). It is usually fatal.

Mesothelioma is caused by the inhalation of needle-like asbestos fibres deep into the lungs where they can damage mesothelial cells, potentially resulting in cancer.

The latency period is generally between 35 and 40 years, but it may be longer, and the disease is very difficult to detect prior to the onset of illness.

Mesothelioma was once rare, but its incidence is increasing throughout the industrial world as a result of past exposures to asbestos. Australia has the highest incidence rate in the world.

**Lung cancer** has been shown to be caused by all types of asbestos. The average latency period of the disease, from the first exposure to asbestos, ranges from 20 to 30 years. Lung cancer symptoms are rarely felt until the disease has developed to an advanced stage.

**Asbestosis** is a form of lung disease (pneumoconiosis) directly caused by inhaling asbestos fibres, causing a scarring (fibrosis) of the lung tissue which decreases the ability of the lungs to transfer oxygen to the blood. The latency period of asbestosis is generally between 15 and 25 years.

Asbestos poses a risk to health by inhalation whenever asbestos fibres become airborne and people are exposed to these fibres.

Accordingly, exposure should be prevented. The NES of 0.1 fibres/mL should never be exceeded, and control measures should be reassessed whenever air monitoring indicates the 'control level' of 0.01 fibres/mL has been reached. The Code of Practice for the Safe Removal of Asbestos [NOHSC:2002(2005)] provides additional information on control levels.

ACM can release asbestos fibres into the air whenever they are disturbed, and especially during the following activities:

- any direct action on ACM, such as drilling, boring, cutting, filing, brushing, grinding, sanding, breaking, smashing or blowing with compressed air (State and Territory legislation prohibits most of these actions, and the relevant laws should be checked before performing any activity on ACM);
- the inspection or removal of ACM from workplaces (including vehicles, plant and equipment);
- the maintenance or servicing of materials from vehicles, plant, equipment or workplaces; or
- the renovation or demolition of buildings containing ACM.

Non-friable ACM that has been subjected to extensive weathering or deterioration also has a higher potential to release asbestos fibres into the air.

## Asbestos Management Plan

### **Attachment C – Training Workers About Asbestos or ACM**

*Extract from How to Manage and Control for the Management of Asbestos in Workplace - Code of Practice (Safe Work Australia) Part 6.3 – Training Workers About Asbestos or ACM*

**Regulation 39** A person conducting a business or undertaking must ensure that information, training and instruction provided to a worker is suitable and adequate, having regard to:

- the nature of the work carried out by the worker
- the nature of the risks associated with the work at the time the information, training or instruction is provided.
- the control measures implemented.

The person must, so far as is reasonably practicable, ensure the information, training and instruction is provided in a way that is readily understandable by any person to whom it is provided.

**Regulation 445** A person conducting a business or undertaking must ensure workers who they reasonably believe may be involved in asbestos removal work in the workplace or the carrying out of asbestos-related work are trained in the identification, safe handling and suitable control measures for asbestos and ACM.

This training may include the following topics:

- purpose of the training
- health risks of asbestos
- types, uses and likely presence of asbestos in the workplace
- persons conducting a business or undertaking and the worker's roles and responsibilities under the asbestos management plan
- where the asbestos register is located, how it can be accessed and how to understand the information contained in it
- processes and safe work procedures to be followed to prevent exposure, including exposure from any accidental release of airborne asbestos
- where applicable, the correct use of PPE including respiratory protective equipment (RPE)
- the implementation of control measures and safe work methods to eliminate or minimise the risks associated with asbestos to limit the exposure to workers and other persons
- exposure standard and control levels for asbestos
- purpose of any exposure monitoring or health monitoring that may occur.

This training is more general than the training that a worker undertaking asbestos removal work would receive. Workers who are undertaking licensed asbestos removal work are required to complete specific units of competency. Further information on these specific training requirements is available in the *Code of Practice: How to Safely Remove Asbestos*.

Records of all training must be kept while the worker is carrying out the work and for five years after the day the worker stops carrying out the work. These records must also be available for inspection by the regulator.



## Asbestos Management Plan

### **Disclaimer**

This report has been prepared by Sageview Pty Ltd for the purpose of identifying and classifying the location, condition and health risk of ACM (Asbestos Containing Material) on Common Property areas and associated facilities and plant and providing a register to persons working upon or utilizing said property facilities or plant. The report is based upon a visual inspection of the Common Property areas and materials and confines itself to identifying and assessing the hazards and risks associated with the static condition of ACM on the common property on the day of inspection. Only readily accessible areas of the common property and areas fully visible from areas of the common property are inspected. The report must be updated every 5 years or earlier if any major changes occur to the common property areas after the date of the inspection then it is recommended the initial report be updated to incorporate these changes. This report is not a certificate of compliance with respect to any Act, Regulation, Ordinance or By-law. The report is not a structural report and should you require any advice of a structural nature we recommend that a structural engineer be engaged.

Any workers, contractors or others who are engaged to undergo work on the common property of the building must have access to the Asbestos Register and comply with the information it contains. If any material found on the common property, which is not on the register, but is suspected to be an ACM it must be left alone and not damaged, drilled or tampered with until an asbestos inspector is notified and has assessed the material in question.

The inspection did not include breaking apart, dismantling, removing or moving any element of the building and items located on the common property. The report does not and cannot make comment upon: materials that may have been concealed; the assessment of which may rely on certain weather conditions; the presence or absence of timber pests; gas fittings; heritage concerns; fire protection; site drainage; security concerns; detection and identification of illegal building work; durability of exposed finishes; the roof space and under floor space.

The inspection did not include any test samples taken of an assumed asbestos product. No material has not been disturbed or damaged in the inspection. Ensure test samples are taken when recommended to do so in the Asbestos Register.

Whilst every effort has been made to ensure the accuracy of this report, Sageview Pty Ltd will not be held responsible, and extends no warranties as to the suitability of such information or for the consequences of its use.

Likewise, Sageview Pty Ltd will not be held responsible for actions taken by third parties as a result of information contained in this report.