



118 Mainstay St, Moorebank NSW 2170

Prepared for George Abouhaidar



**MASTER STRATA
INSPECTIONS**

STRATA INSPECTION REPORT

Deposited Plan 271188

118 Mainstay St, Moorebank, NSW 2170

12 May 2026





Table of Contents

1. PROPERTY INFORMATION	3
1.1 PROPERTY DETAILS	3
1.2 STRATA MANAGING AGENT	3
1.3 STRATA ROLL DETAILS	3
1.3.1 Owner Details	3
1.3.2 Lot Details	3
1.3.3 Mortgage Details	3
1.3.4 Initial Period	3
1.4 STRATA PLAN INFORMATION	3
1.5 CERTIFICATE OF TITLE	4
2. MEETINGS AND MINUTES	4
2.1 MEETING MINUTES INCLUDED	4
2.2 LAST MEETING HELD	4
2.3 IMPORTANT INFORMATION FROM LAST MEETING MINUTES	4
2.4 NOTICES & ORDERS	5
2.4.1 Records of Notices & Orders	5
2.5 BY-LAWS	5
2.5.1 Changes or Additions	5
3. ACCOUNTS	5
3.1 CURRENT ANNUAL ACCOUNTS	5
3.2 LEVY ARREARS	5
3.3 AUDITOR APPOINTED	5
3.4 TAXATION	5
4. LEVIES	6
4.1 INDIVIDUAL LOT LEVY CONTRIBUTIONS	6
4.2 BUDGETED ANNUAL LEVY CONTRIBUTIONS	6
4.3 SPECIAL LEVIES	6
5. BUDGET HISTORY	6
6. INSURANCES	8
7. COMPLIANCE	9
7.1 FIRE SAFETY	9
7.2 PEST / TERMITES	9
7.3 ASBESTOS	9
7.4 SINKING FUND PLAN	9
7.5 WORK HEALTH AND SAFETY	9
7.6 WINDOW SAFETY DEVICES	9
7.7 CLADDING	9
7.8 LIFTS	9
8. REPAIRS AND MAINTENANCE	9
9. MAINTENANCE PLAN (CAPITAL WORKS OR SINKING FUND PLAN)	10
10. TERMS OF INSPECTION AND REPORT	10



1. PROPERTY INFORMATION

1.1 PROPERTY DETAILS

Property Address: 118 Mainstay St, Moorebank, NSW 2170

Lot Number: 128

1.2 STRATA MANAGING AGENT

Name: Whelan Property Group Strata Management Services
Address: 277 Pyrmont Street, Ultimo, NSW 2007
Phone: 02 9219 4111
Strata Manager: Bronwyn Payne
Email: strata@whelanproperty.com.au

1.3 STRATA ROLL DETAILS

The Strata Schemes Management Act 1996 requires the maintenance of a Strata Roll. The following are details extracted from the Roll in respect of the subject Lot.

1.3.1 Owner Details

Name: George Abouhaidar and Elvire Abouhaidar
Address: c/- Real Estate Services by Mirvac,
Locked Bag 5599, Camperdown, NSW 1450

1.3.2 Lot Details

Lot No: 128
Unit No: 118
Unit Entitlement: 56.00
Aggregate Unit Entitlement: 10,000.00
Total Lots: 198

1.3.3 Mortgage Details

Mortgagee: None

1.3.4 Initial Period

Expired

1.4 STRATA PLAN INFORMATION

Strata Plan Number: DP 271188
Number of Lots: 198
Strata Plan Registered: -
Initial Period: Expired



1.5 CERTIFICATE OF TITLE

The Certificate of Title normally details title information including the Lot / Plan numbers and other registered interests on the title.

The Certificate of Title was **sighted**. Strata Plan has not been attached.

2. MEETINGS AND MINUTES

2.1 MEETING MINUTES INCLUDED

Annual General Meetings:	2025, 2024
General Meetings:	2023
Strata Committee Meetings:	2026, 2025

2.2 LAST MEETING HELD

Meeting Type:	SCM
Date:	31 March 2026

2.3 IMPORTANT INFORMATION FROM LAST MEETING MINUTES

2025 AGM Meeting – 26 November 2025: (Minutes Attached)

- As per attached AGM minutes, there was discussion of financials, insurance, maintenance, upgrades, repairs, and compliance items for the complex.
- The body corporate is active in its due diligence and maintenance of the building and can be seen in the minutes.

2024 AGM Meeting – 11 April 2024: (Minutes Attached)

- As per attached AGM minutes, there was discussion of financials, insurance, maintenance, upgrades, repairs, and compliance items for the complex.
- The body corporate is active in its due diligence and maintenance of the building and can be seen in the minutes.



2.4 NOTICES & ORDERS

2.4.1 Records of Notices & Orders

Records of Notices & Orders are kept and received by the Body Corporate / Owners Corporation.

2.5 BY-LAWS

Standard BY-LAWS clarify your responsibilities and obligations when you own or live in a Strata property. In some instances, an Owners Corporation may decide to change or register additional BY-LAWS.

2.5.1 Changes or Additions

Bylaws have been attached for your reference.

3. ACCOUNTS

3.1 CURRENT ANNUAL ACCOUNTS

Administration Fund Balance:	\$ 51,640.27
Sinking Fund Balance:	\$ 12,058.56
Sighted documentation:	Balance Sheet
As at:	11 May 2026

3.2 LEVY ARREARS

Complex:	\$ 11,454.78
Sighted documentation:	Balance Sheet
As at:	11 May 2026

3.3 AUDITOR APPOINTED

An Auditor has been appointed.

3.4 TAXATION

ABN:	Not sighted
Registered for GST:	Not sighted



4. LEVIES

4.1 INDIVIDUAL LOT LEVY CONTRIBUTIONS

Administration Fund:	\$ 369.60
Sinking Fund:	\$ 38.50

(Due for payment on January, April, July, October)

4.2 BUDGETED ANNUAL LEVY CONTRIBUTIONS

Administration Fund:	\$ 264,000.00
Sinking Fund:	\$ 27,500.00
Budget Year:	2025

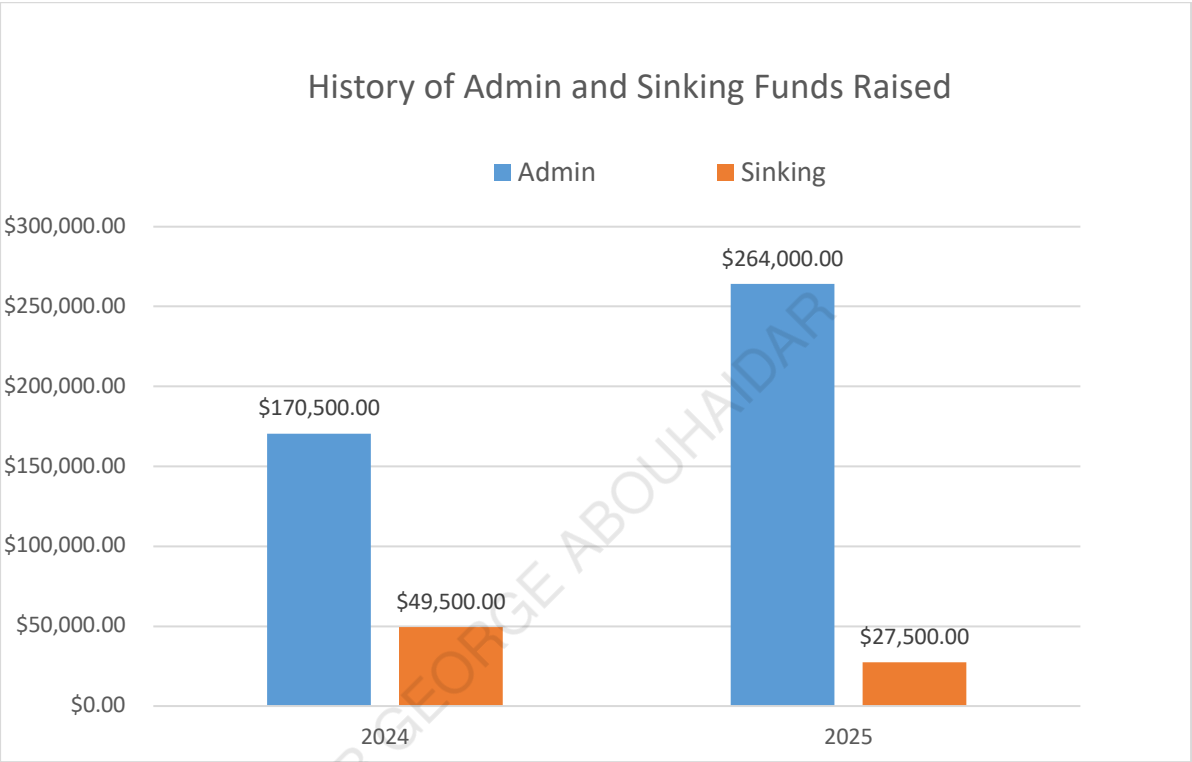
4.3 SPECIAL LEVIES

No current special levies sighted during the inspection.

Please note, if any required major repairs or upgrades ever need to be completed in future and there are not adequate funds available, a special meeting may be raised to discuss special levies / funding for those works.



5. BUDGET HISTORY





6. INSURANCES

CERTIFICATE OF CURRENCY



To whom it may concern,

Strata Unit Underwriting Pty Ltd ABN 30 089 201 534 is a Corporate Authorised Representative (No. 1315935) of Austagencies Pty Ltd ABN 76 006 090 464 AFSL 244584 Level 14/141 Walker Street, North Sydney, New South Wales 2060 info@suu.com.au | www.suu.com.au | T: 1300 668 066 | F: 1300 668 166

Date: 30/01/2026
Reference No: DOC0001317068

This policy referred to is current at the date of issue of this certificate and whilst a due date has been indicated, it should be noted that the policy may be cancelled in the future. Accordingly, reliance should not be placed on the expiry date. This is to certify cover has been granted in terms of the Insurers Standard Policy, a copy of which is available on request. This certificate is not a substitute for the Policy of Insurance issued to you. The Policy, not this certificate, details your rights and obligations and the extents of your insurance cover.

Insured: Lot 1 In Deposit Plan 271188
Type of Insurance: Residential Strata
Policy Number: 06S8649677
Period of Insurance: From 4:00PM 01/02/2026
To 4:00PM 01/02/2027

OVERVIEW

Insured:	Lot 1 In Deposit Plan 271188
Situation:	146 NEWBRIDGE ROAD, MOOREBANK NSW 2170
Section 1:	Building including common contents \$3,181,500
	Loss of Rent/Temporary Accommodation (15%) \$477,225
	Catastrophe or Emergency (15%) \$477,225
	Additional Loss of Rent/Temporary Accommodation Not included
	Additional Catastrophe or Emergency Not included
	Floating Floors Not included
	Flood Not included
Section 2:	Glass Automatically Included
Section 3:	Theft Automatically Included
Section 4:	Liability \$ 30,000,000
Section 5:	Fidelity Guarantee \$100,000
Section 6:	Office Bearers Liability \$ 1,000,000
Section 7:	Voluntary Workers (Weekly/Capital Benefit) \$2,000/\$200,000
Section 8:	Government Audit Costs \$25,000
Section 9:	Legal Expenses \$50,000
Section 10:	Workplace, Health and Safety Breaches \$100,000
Section 11:	Machinery Breakdown \$100,000
Section 12:	Lot Owners Improvements (Per Lot) \$250,000



7. COMPLIANCE

7.1 FIRE SAFETY

Up to date

7.2 PEST / TERMITES

Pest control completed

7.3 ASBESTOS

N/A

7.4 SINKING FUND PLAN / CAPITAL WORKS FUND

Not sighted

7.5 WORK HEALTH AND SAFETY

N/A

7.6 WINDOW SAFETY DEVICES

Installed

7.7 CLADDING CERTIFICATE

Not sighted

7.8 LIFTS

Not sighted

8. REPAIRS AND MAINTENANCE

As per attached Meeting Minutes and Income Statement there has been scheduled or routine services with regards to Repairs and Maintenance.

Please refer below table for last financial year's Repairs and Maintenance.

Year	Item	Cost
2026	Maintenance (Building) – Cleaning Contracts	\$ 12,641.76
	Maintenance (Building) – General Repairs	\$ 580.00
	Maintenance (Building) – Locks, Keys & Card Keys	\$ 968.97
	Maintenance (Grounds) – Lawns & Gardening	\$ 16,000.00
	Maintenance (Grounds) – Pool Maintenance	\$ 11,698.69



9. MAINTENANCE PLAN (CAPITAL WORKS OR SINKING FUND PLAN)

Maintenance Plan (Capital Works or Sinking Fund Plan).

For any recommendation regarding building / pest and timber items of a strata matter one would refer to the 10-year Maintenance Plan. The body corporate / owners corporation is responsible for the repairs and maintenance of common property areas and their inclusions which generally ensures the common property in a strata complex is well maintained.

The 10-year Maintenance Plan will assist the council of owners in planning for future maintenance expenses so that large, unexpected special levies will not have to be raised in the future.

The plan usually contains and sets out:

- The major capital items anticipated to require repair and replacement within the next 10 years; and the present condition or state of repair of those items;
- When those items or components of those items will need to be repaired or replaced;
- The estimated cost of the repair and replacement of those items or components;
- The expected life of those items or components once repaired or replaced and any other prescribed information.

10. TERMS OF INSPECTION AND REPORT

Limitations of Liability: This report is not a guarantee of the condition of the strata property and Master Strata Inspections is not liable for any issues that are not identified during the inspection.

Disclaimer: The information in this report is accurate to the best of Master Strata Inspections' knowledge at the time of the inspection, and Master Strata Inspections are not responsible for any changes or issues that occur after the inspection. Information contained in this report was obtained from the books and records supplied to the inspector and where noted, conversations with officers of the Owners Corporation / Managing Agent. Complete consideration of this report includes photocopies or digitised copies of relevant information.

Confidentiality: This report is confidential and is intended only for the use of the person or organization who commissioned this inspection and report.

Use of Report: This report should not be shared with third parties without the prior consent of Master Strata Inspections. 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 does so at their own risk.

Professional Standards: The inspection and this report was conducted in accordance with applicable professional standards and codes of ethics.

CERTIFICATE OF CURRENCY



To whom it may concern,

Strata Unit Underwriting Pty Ltd ABN 30 089 201 534 is a Corporate Authorised Representative (No. 1315935) of Austagencies Pty Ltd ABN 76 006 090 464 AFSL 244584
Level 14/141 Walker Street, North Sydney, New South Wales 2060
info@suu.com.au | www.suu.com.au | T: 1300 668 066 | F: 1300 668 166

Date: 30/01/2026
Reference No: DOC0001317068

This policy referred to is current at the date of issue of this certificate and whilst a due date has been indicated, it should be noted that the policy may be cancelled in the future. Accordingly, reliance should not be placed on the expiry date. This is to certify cover has been granted in terms of the Insurers Standard Policy, a copy of which is available on request. This certificate is not a substitute for the Policy of Insurance issued to you. The Policy, not this certificate, details your rights and obligations and the extents of your insurance cover.

Insured: Lot 1 In Deposit Plan 271188
Type of Insurance: Residential Strata

Policy Number: 06S8649677
Period of Insurance: From 4:00PM 01/02/2026
To 4:00PM 01/02/2027

OVERVIEW

Insured:	Lot 1 In Deposit Plan 271188	
Situation:	146 NEWBRIDGE ROAD, MOOREBANK NSW 2170	
Section 1:	Building including common contents	\$3,181,500
	Loss of Rent/Temporary Accommodation (15%)	\$477,225
	Catastrophe or Emergency (15%)	\$477,225
	Additional Loss of Rent/Temporary Accommodation	Not included
	Additional Catastrophe or Emergency	Not included
	Floating Floors	Not included
	Flood	Not included
Section 2:	Glass	Automatically Included
Section 3:	Theft	Automatically Included
Section 4:	Liability	\$ 30,000,000
Section 5:	Fidelity Guarantee	\$100,000
Section 6:	Office Bearers Liability	\$ 1,000,000
Section 7:	Voluntary Workers (Weekly/Capital Benefit)	\$2,000/\$200,000
Section 8:	Government Audit Costs	\$25,000
Section 9:	Legal Expenses	\$50,000
Section 10:	Workplace, Health and Safety Breaches	\$100,000
Section 11:	Machinery Breakdown	\$100,000
Section 12:	Lot Owners Improvements (Per Lot)	\$250,000

CERTIFICATE OF CURRENCY



Policy Number: 06S8649677

Insured: Lot 1 In Deposit Plan 271188

EXCESSES

Section 1 - Building including Common Contents

\$2,000.00 all claims + as per policy wording

Section 2 - Glass

\$2,000.00 all claims

Section 3 - Theft

\$2,000.00 all claims

Section 11 - Machinery Breakdown

\$1,000.00 all claims

SPECIAL TERMS/CONDITIONS

Machinery Breakdown - Blanket Cover excluding Chillers & Lifts

Machinery Breakdown cover includes all electrical and mechanical plant and equipment at the situation but excludes:

1. centrifugal chillers
2. lifts not having in force at all times a full maintenance agreement including parts & labour.

CERTIFICATE OF CURRENCY



IMPORTANT NOTICES

It is important to read and consider the Product Disclosure Statement when deciding whether to purchase this insurance. You should consider whether this product is appropriate for your financial circumstances, objectives and needs. After reading this notice if any matter relating to your policy is unclear to you or you have any questions at all in relation to the insurance, please contact us for an answer or explanation as soon as possible.

This policy is issued by Strata Unit Underwriting Pty Ltd (ABN 30 089 201 534) (SUU) as an Authorised Representative (AR 1315935) of Austagencies Pty Ltd (ABN 76 006 090 464, AFSL 244584) (Austagencies). SUU have binding authority from CGU Australia Pty Ltd trading as CGU Insurance (ABN 62 004 478 960, AFSL 700014) and is an agent of the Insurer and not the Insured.

Clients who are not fully satisfied with our services should contact our Internal Disputes Resolution Officer. Austagencies also subscribes to the Australian Financial Complaints Authority, a free customer service. Further information is available within the Product Disclosure Statement (PDS) or via our website.

Please review the sums insured as noted on your Quotation or Policy Schedule to ensure they are up-to-date and take into account your objectives, financial situation, needs and requirements of any relevant legislation.

When answering our questions you must be honest, as the answers will form the basis of our decision to insure you. Your answers apply to you and to anyone else that may be insured under the policy. If you have not answered our questions in this way, we may reduce or refuse to pay a claim, or cancel the policy.

GENERAL ADVICE WARNING

The general advice provided has not taken into account your objectives, financial situation or needs. You must therefore assess whether it is appropriate, in the light of your own individual objectives, financial situation or needs, to act upon this advice.

Balance Sheet

As at 11/05/2026

DP 271188

Georges Cove, 55 Shoreline Road,, MOOREBANK
NSW 2170

Current period

Owners' funds

Owners Equity--Admin--O\Balance	(2,069.93)
Surplus/Deficit--Admin--Current	53,710.20
	<u>51,640.27</u>
Surplus/Deficit--Capital--Current	12,058.56
	<u>12,058.56</u>
Net owners' funds	<u>\$63,698.83</u>

Represented by:

Assets

Cash at Bank	57,866.85
Receivable--Levies	11,454.78
Receivable--Owners	2,126.20
Total assets	<u>71,447.83</u>

Less liabilities

Creditor--GST	1,377.54
Creditors--Other	5,062.00
Prepaid Levies	1,309.46
Total liabilities	<u>7,749.00</u>

Net assets

\$63,698.83

Income & Expenditure Statement for the financial year-to-date 01/01/2026 to 11/05/2026

DP 271188

Georges Cove, 55 Shoreline Road,, MOOREBANK
NSW 2170

Administrative Fund

Current period

01/01/2026-11/05/2026

Previous year

01/01/2025-31/12/2025

Revenue

Interest on Arrears--Admin	203.23	0.00
Key Deposits	0.00	815.00
Levies Due--Admin	120,000.00	0.00
Recovery--Legal Fees	350.00	0.00
Status Certificate Fees	436.00	4,163.00
<i>Total revenue</i>	120,989.23	4,978.00

Less expenses

Admin--Accounting	107.94	0.00
Admin--Agent Disbursements	2,088.79	913.72
Admin--Agent Disburst--Additional Fees	639.45	776.23
Admin--Legal & Debt Collection Fees	(900.01)	0.00
Admin--Management Fees--Standard	10,666.64	0.00
Admin--Search Fees	164.42	0.00
Admin--Status Certificate Fees Paid	436.00	4,708.00
Admin--Taxation Services	462.95	0.00
Insurance--Building Valuation	475.00	0.00
Insurance--Premiums	9,577.61	0.00
Maint Bldg--Cleaning--Contracts	12,641.76	0.00
Maint Bldg--General Repairs	580.00	0.00
Maint Bldg--Locks, Keys & Card Keys	968.97	149.95
Maint Bldg--Washroom Amenities	91.20	0.00
Maint Grounds--Lawns & Gardening	16,000.00	0.00
Maint Grounds--Pool Maintenance	11,698.69	0.00
Utility--Electricity	1,579.62	0.00
<i>Total expenses</i>	67,279.03	6,547.90

Surplus/Deficit

53,710.20 (1,569.90)

Opening balance

(2,069.93) (500.03)

Closing balance

\$51,640.27 - \$2,069.93

Capital Works Fund**Current period**

01/01/2026-11/05/2026

Previous year

01/01/2025-31/12/2025

Revenue

Interest on Arrears--Capital	21.20	0.00
Levies Due--Capital	12,512.36	0.00
<i>Total revenue</i>	<u>12,533.56</u>	<u>0.00</u>

Less expenses

Capital Works Fund Assessment	475.00	0.00
<i>Total expenses</i>	<u>475.00</u>	<u>0.00</u>

Surplus/Deficit

	<u>12,058.56</u>	<u>0.00</u>
--	------------------	-------------

Opening balance	0.00	0.00
-----------------	------	------

Closing balance

	<u><u>\$12,058.56</u></u>	<u><u>\$0.00</u></u>
--	---------------------------	----------------------

Owner Ledger

Start Date: 01/05/2024

End Date: 31/05/2028

Owners: One only

DP 271188

Georges Cove, 55 Shoreline Road,, MOOREBANK NSW 2170

Lot 128

Unit 118

George Abouhaidar and Elvire Abouhaidar

UE / AE: 56.00 / 10,000.00

Levies

Levy no.	Due date	Frequency	Details	Admin Fund		Capital Works Fund		Interest paid	Discount	Levy type	Status	Group
				Due	Paid	Due	Paid					
			Balance brought forward	0.00		0.00						
1	01/01/2026	Quarterly	Quarterly Admin/Capital Works Levy 01/01/2026 - 31/03/2026	369.60	369.60	38.50	38.50	0.00	0.00%	Standard	Normal	None
2	01/04/2026	Quarterly	Quarterly Admin/Capital Works Levy 01/04/2026 - 30/06/2026	369.60	369.60	38.50	38.50	0.00	0.00%	Standard	Normal	None
3	01/07/2026	Quarterly	Quarterly Admin/Capital Works Levy 01/07/2026 - 30/09/2026	369.60	0.00	38.50	0.00	0.00	0.00%	Standard	Normal	None
4	01/10/2026	Quarterly	Quarterly Admin/Capital Works Levy 01/10/2026 - 31/12/2026	369.60	0.00	38.50	0.00	0.00	0.00%	Standard	Normal	None
5	01/01/2027	Quarterly	Quarterly Admin/Capital Works Levy 01/01/2027 - 31/03/2027	369.60	0.00	38.50	0.00	0.00	0.00%	Standard	Normal	None

Current position: Unallocated prepayments \$0.00

Levy arrears & owner invoices due \$0.00

Interest on levy arrears \$0.00

Receipts

Date	Receipt no.	Subtype	Status	Source	Admin Fund		Capital Works Fund		Unallocated		Total amount	Cheque no.	Levy no.
					Paid	Interest	Paid	Interest	Paid				
19/12/2025	82	Receipt	Banked		369.60	0.00	38.50	0.00	0.00		408.10		1
19/03/2026	256	Receipt	Banked		369.60	0.00	38.50	0.00	0.00		408.10		2

Strata Roll

COMMON PROPERTY / GENERAL INFORMATION

DP 271188

Georges Cove, 55 Shoreline Road,, MOOREBANK NSW 2170

Original owner

Tanlane Pty Limited

Level 28, 200 George Street, SYDNEY NSW 2000

Developer

Builder

Managing agent

Whelan Property Group Pty Limited

277 Pyrmont Street

ULTIMO NSW 2007

Assigned manager

Bronwyn Payne

Unit entitlements**Levy Entitlement**

Lot no.	Associated lots	Unit no.	U/E	Lot no.	Associated lots	Unit no.	U/E
1		CA	0.00	2		SUBD	0.00
3		SUBD	0.00	4		SUBD	0.00
5		SUBD	0.00	6		SUBD	0.00
7			0.00	8		SUBD	0.00
9		SUBD	0.00	10		SUBD	0.00
11		SUBD	0.00	12		SUBD	0.00
13		SUBD	0.00	14		SUBD	0.00
15			0.00	16			0.00
17		SUBD	0.00	18		DRAIN	0.00
19		DRAIN	0.00	20		30	55.00
21		32	48.00	22		34	48.00
23		36	48.00	24		38	48.00
25		40	48.00	26		42	48.00
27		44	48.00	28		46	56.00
29		36	51.00	30		34	52.00
31		32	50.00	32		30	50.00
33		28	52.00	34		26	52.00
35		24	67.00	36		48	57.00
37		50	57.00	38		52	56.00
39		54	56.00	40		56	56.00
41		58	56.00	42		60	56.00
43		10	57.00	44		12	57.00
45		14	57.00	46		16	57.00
47		18	57.00	48		20	54.00
49		22	50.00	50		62	56.00
51		64	57.00	52		66	65.00
53		68	66.00	54		70	57.00
55		72	57.00	56		74	57.00
57		4	53.00	58		6	53.00
59		8	53.00	60		10	53.00
61		12	60.00	62		4	68.00
63		6	66.00	64		8	57.00
65		27	54.00	66		25	57.00
67		23	54.00	68		21	54.00
69		19	57.00	70		17	54.00
71		15	57.00	72		13	54.00
73		11	58.00	74		9	58.00
75		7	58.00	76		5	66.00
77		3	66.00	78		1	58.00
79		1	57.00	80		18	59.00
81		42	54.00	82		40	54.00
83		38	57.00	84		36	55.00

85	34	55.00	86	32	57.00
87	30	55.00	88	28	55.00
89	26	57.00	90	24	57.00
91	22	60.00	92	20	59.00
93	41	55.00	94	39	57.00
95	37	54.00	96	35	54.00
97	33	57.00	98	31	53.00
99	29	53.00	100	44	54.00
101	46	54.00	102	48	57.00
103	50	55.00	104	52	55.00
105	54	55.00	106	56	55.00
107	58	55.00	108	49	62.00
109	47	57.00	110	45	57.00
111	43	57.00	112	41	60.00
113	39	62.00	114	33	66.00
115	35	71.00	116	37	76.00
117	96	53.00	118	98	54.00
119	100	56.00	120	102	57.00
121	104	54.00	122	106	54.00
123	108	54.00	124	110	54.00
125	112	57.00	126	114	57.00
127	116	57.00	128	118	56.00
129	120	55.00	130	47	56.00
131	49	49.00	132	51	49.00
133	53	49.00	134	55	49.00
135	57	49.00	136	59	49.00
137	61	49.00	138	63	49.00
139	65	49.00	140	67	55.00
141	78	62.00	142	80	57.00
143	82	57.00	144	84	53.00
145	86	53.00	146	88	54.00
147	90	54.00	148	92	53.00
149	94	53.00	150	62	63.00
151	64	59.00	152	66	59.00
153	68	57.00	154	70	59.00
155	72	57.00	156	74	57.00
157	76	60.00	158	60	54.00
159	58	49.00	160	56	49.00
161	54	49.00	162	52	49.00
163	50	52.00	164	48	52.00
165	46	49.00	166	44	49.00
167	42	49.00	168	40	49.00
169	38	50.00	170	2	53.00
171	4	48.00	172	6	48.00
173	8	49.00	174	10	49.00
175	12	48.00	176	14	54.00

177	16	51.00	178	18	48.00
179	20	48.00	180	22	49.00
181	24	49.00	182	26	48.00
183	28	51.00	184	21	75.00
185	23	75.00	186	25	75.00
187	27	75.00	188	29	87.00
189	1	61.00	190	3	55.00
191	5	54.00	192	7	54.00
193	9	55.00	194	11	55.00
195	13	68.00	196	15	64.00
197	17	73.00	198	19	75.00

Total unit entitlement

10,000.00

Insurance

Policy No.	06S8649677	Strata Unit Underwriters Pty Ltd			
Type:	Community Property	Broker: Cover Force Insurance Broking Locked Bag 7888, SYDNEY NSW 2001			
Premium:	\$10,464.02	Paid on:	12/02/2026	Policy start date:	01/02/2026 Next due: 01/02/2027
<i>Cover</i>		<i>Sum insured</i>		<i>Excess</i>	
Building & Common Contents		\$3,181,500.00		\$2,000.00	
Loss Of Rent/temporary Accommodation		\$477,225.00		\$2,000.00	
Public Liability		\$30,000,000.00		\$0.00	
Fidelity Guarantee		\$100,000.00		\$0.00	
Office Bearers Liability		\$1,000,000.00		\$0.00	
Voluntary Workers		\$200,000/\$2,000		\$0.00	
Government Audit Costs		\$25,000.00		\$0.00	
Workplace Health & Safety Breaches		\$100,000.00		\$0.00	
Legal Expenses		\$50,000.00		\$0.00	
Catastrophe		\$477,225.00		\$2,000.00	
Machinery Breakdown		\$100,000.00		\$0.00	
Lot Owner's Fixtures & Improvements		\$250,000.00		\$0.00	

Strata Committees

Chairman	Helina Pontohtsupit 36 Spinnaker Drive, MOOREBANK NSW 2170
Secretary	Esther Angrisano 10 Shoreline Road, MOOREBANK NSW 2170
Secretary	Nicholas Vrontas 33 Mainstay Street, MOOREBANK NSW 2170
Treasurer	Anthony Cassaniti 14 Spinnaker Drive, MOOREBANK NSW 2170
Member	Sebastian Lam 5 Shoreline Road, MOOREBANK NSW 2170
Member	Wendy Mangelmans 15 Shoreline Road, MOOREBANK NSW 2170
Member	Lynsey Irwin 53 Mainstay Street, MOOREBANK NSW 2170
Member	Joe Melfi 2 Spinnaker Drive, MOOREBANK NSW 2170
Member	Thomas Tarmo 1 Mainstay Street, MOOREBANK NSW 2170
Member	Hanan Etri 26 Shoreline Road, MOOREBANK NSW 2170
Member	Robert Walker 35 Mainstay Street, MOOREBANK NSW 2170
Member	Romany Ishak 46 Spinnaker Drive, MOOREBANK NSW 2170
Member	Viral Jetani 48 Spinnaker Drive, MOOREBANK NSW 2170
Member	Bakos Patros 50 Spinnaker Drive, MOOREBANK NSW 2170
Member	Nadia Bucholtz 68 Spinnaker Drive, MOOREBANK NSW 2170

INDIVIDUAL LOT

Lot 128

Associated lots:

Unit no. 118

Unit entitlements

Levy Entitlement 56.00 / 10,000.00

Owners**Name****Address for service of notices**

Tanlane Pty Limited

Level 28, 200 George Street, SYDNEY NSW 2000

Email Address ashleigh.satterthwaite@mirvac.com**Date of entry** 12/03/2024**Date of purchase** 12/03/2024

George Abouhaidar and Elvire Abouhaidar

c/- Real Estate Services by Mirvac, LOCKED BAG 5599,
CAMPERDOWN NSW 1450**Email Address** geltransport@bigpond.com**Date of entry** 25/04/2024**Date of purchase** 23/04/2024**Mortgages**

None

Leases

None

Current agent

Real Estate Services by Mirvac

LOCKED BAG 5599 CAMPERDOWN NSW 1450

Lessee	Term	Address for service of notices	Date of termination	Date of entry
--------	------	--------------------------------	---------------------	---------------



WHELAN PROPERTY GROUP
STRATA MANAGEMENT SERVICES

WHELAN PROPERTY GROUP

ABN: 28 116 912 488
PO BOX 75, STRAWBERRY HILLS NSW 2012
277 PYRMONT STREET, ULTIMO NSW 2007
T: 02 9219 4111 | F: 02 9281 9915
E: strata@whelanproperty.com.au
www.whelanproperty.com.au

ATTENTION: THE ASSOCIATION COMMITTEE, OWNERS, FIRST MORTGAGEES AND
COVENANT CHARGEES IN COMMUNITY ASSOCIATION DEPOSITED PLAN 271188| "GEORGES COVE" 55
SHORELINE ROAD, MOOREBANK

MINUTES OF AN ASSOCIATION COMMITTEE MEETING OF THE MEMBERS – DEPOSITED PLAN NO. 271188	
Meeting Title	Association Committee Meeting
Deposited Plan Number	271188
Date and Venue	Tuesday 31 st March 2026 via video conference.
Start Time	12.06 PM
Finish Time	1:16 PM
Present via video/telephone conference	Lots: Lot 23 H. Pontohsupit, Lot 28- R. Ishak, Lot 36- V. Jeani, Lot 37- B. Patros, Lot 53- N. Bucholtz, Lot 60- E. Angrisano, Lot 78- T. Tarmo, Lot 89- H. Etri, Lot 96- R. Walker, Lot 176- A. Cassaniti and Lot 196 – W. Mangelmans
Apology	Lot 97- N. Vrontas Lot 133- L. Irwin
In Attendance	Whelan Property Group – Bronwyn Payne (via video conference) Lot 76 – H. Khodary Lot 102 – S. Pserras (via video conference)
Chairperson	Bronwyn Payne (as invited)

1.0 CONFLICTS OF INTEREST

RESOLVED: That all participants disclose at this meeting, any existing or potential conflict of interest.

2.0 PREVIOUS MINUTES

RESOLVED: That the Minutes of the last Association Committee Meeting dated 6th January 2026 be confirmed as a true record and account of the proceedings of that meeting.

3.0 FINANCIALS

RESOLVED: That the Association Committee review the year-to-date financial reports up to 28th of February 2026.

4.0 PREVIOUS MATTERS

RESOLVED: That the Association Committee ratify the following.

4.1 Star Hygiene for sanitary bins in the facilities bathroom at \$33.44 per month.

4.2 Independent Locksmiths to supply x4 copies of the facilities keys.

5.0 MATTERS BROUGHT FORWARD

That any matter in progress or/brought forward from a previous meeting be discussed and appropriate action is determined.

a) Cleaning Quotes

RESOLVED: Competitive quotations were obtained. The Community Manager was instructed to approach the current cleaning contractor to determine whether they would be willing to reduce their rate based on the competitive quotes received. It was noted that the Committee is satisfied with the standard of cleaning services provided to date.

Provider	Price per Visit (inc GST)	Annual x3 visits per week (Inc GST)
Comsolve	\$71.50	\$11,154.00
Timeless	\$117.07	\$18,262.24
Greenview (Current Provider)	\$286.00	\$44,616.00

b) Gardening Quotes

RESOLVED: Quotations were tabled at the meeting. The Committee confirmed it is satisfied with the standard of work currently being provided by BNE Lawns and Gardens. The Community Manager was requested to contact BNE Lawns and Gardens to request the provision of attendance reports going forward and to supply a maintenance schedule outlining when verge maintenance will occur, to allow residents advance notice and the opportunity to remove vehicles from grass verges.

Provider	Total per Annum Inc GST
BNE (Current Provider)	\$59,62.00
Timeless	\$49,737.60
Waratah	\$109,824.00

c) Pool Quotes

The motion was deferred, as the Community Manager is continuing to follow up with Independent Locksmiths regarding the provision of additional pool room keys.

d) Capital Works Fund Report

RESOLVED: The report was tabled and adopted by the Committee. The Community Manager was instructed to circulate a copy to all owners for their records.

e) Building Valuation Report

RESOLVED: The report was tabled and adopted by the Committee. The Community Manager was instructed to circulate a copy to all owners for their records.

f) CCTV Quotes

RESOLVED: Quotations were tabled at the meeting. The Committee instructed the Community Manager to confirm the full installation cost for the proposed CCTV and access swipe system with Independent Locksmiths & Security, including the provision of one (1) new swipe per household and additional swipes for contractors, for the Committee's review and confirmation prior to convening a general meeting and proposing a once-off special levy.

Contractor	CCTV Price Inc. GST
Independent Locksmiths & Security Pty Ltd	\$12,199.33 + \$3,564.00 monitoring fee (<i>excludes power point installation</i>)
Joe Bonaccorsi Electrical	\$14,080.00 Inc. GST

Contractor	Replace Swipe System Inc. GST
Independent Locksmiths & Security Pty Ltd	\$5,307.58 Inc. GST + \$396.00 monitoring fee- <i>excluding new swipes</i>

g) Douglas Partners Pty Ltd fee proposal

RESOLVED: A proposal for an inspection required under the Long-Term Environmental Management Plan, as stipulated in the Community Management Statement (CMS), was tabled at the meeting and adopted at a cost of \$5,350.00 + GST. The Community Manager was requested to obtain alternative quotations for the next financial year, noting that this inspection will be an ongoing annual expense. It was noted that Douglas Partners prepared the original report, which is appended to the CMS.

h) Swimming pool community management statement update

RESOLVED: The Community Management Statement (CMS) currently does not permit the installation of swimming pools within front or rear yards. A lot owner queried whether an above-ground pool could be installed. In response, the Community Manager contacted Douglas Partners for advice. Douglas Partners advised that they could undertake an investigation and update their report to include a specific scope of works allowing for the installation of an above-ground pool, at a cost of \$5,500.00 + GST.

The Committee resolved not to approve the proposal at this time, noting that there is no significant demand from owners to install pools and that the community was originally developed with a communal swimming pool. The Committee agreed that should a lot owner wish to proceed, they may elect to engage Douglas Partners directly and fund the preparation of the report and the associated update to the CMS, acknowledging that any amendment would benefit all owners within the Community Association and not solely the individual lot owner.

It was noted that any amendment to the CMS would require approval at a general meeting of all lot owners. Nadia will contact the relevant lot owner to discuss this matter further.

6.0 CORRESPONDENCE IN

RESOLVED: That the committee receive any correspondence and/or approval requests.

Secretary Resignation

The Committee acknowledged the resignation of Lot 97 – N. Vrontas from the position of Secretary of the Association Committee. It was noted that Mr Vrontas will remain a member of the Committee but is no longer able to continue in the Secretary role.

The Committee agreed to discuss the appointment of a replacement Secretary offline and will advise the Community Manager of its decision. Lot 23 – H. Pontohsupit name was nominated for the position.

Pool

Crystal Pools, who installed the community swimming pool for Mirvac, requested access to attend the site to take photographs of the pool for submission to the MBA Awards. The Committee approved the request, subject to photographs being taken when the pool is not in use.

It was reported that the pool gate is not self-closing and at times becomes obstructed by surrounding plants. The Community Manager requested photographs of the affected planting and will arrange for the gardener to trim the plants, along with Independent Locksmiths attending to inspect and address the pool gate issue.

Breach Notices – Change in front door

It was reported that Lot 102 Mainstay, Lot 56 Spinnaker Drive, and Lot 58 Spinnaker Drive have changed their front entrance doors without prior approval from the Community Association, constituting a breach of the Community Management Statement.

The Committee instructed the Community Manager to issue breach notices to the affected lot owners and request that they submit the required application forms for the Committee's review and consideration. It was noted that, at the time of construction by Mirvac, owners were provided with four approved colour schedules from which to select.

It was reported that Lot 44 Shoreline is operating a car rental business from the premises, resulting in an increased number of vehicles being parked on the street, where on-street parking is already limited. The Committee agreed that the vehicles and business details should be identified so the matter can be raised with the managing agent, with a request for the removal of the vehicles.

7.0 GENERAL BUSINESS

That the Association discuss any items of general business.

Owners vs Renters

That the community manager confirms the ratio between owners and renters within the community for the committee's information.

Speed limit Signage

The Committee instructed the Community Manager to write to Council to request consideration of installing 40 km/h speed limit signage within the community. This request follows reports of vehicles travelling at excessive speeds through the estate, posing safety concerns for residents.

Access to the Georges River

The Community Manager confirmed that the gate providing access to the Georges River remains closed, as Mirvac and Council are continuing to finalise outstanding matters.

8.0 NEXT ASSOCIATION COMMITTEE MEETING

RESOLVED: That the Association committee resolve Tuesday, 26 May 2026 for the next meeting. Time to be advised as the committee will consider running this meeting themselves afterhours.

MEETING CLOSED

That the Chairperson declared the meeting closed with no further business at 1:16 pm.

CHAIRPERSON

DATE



WHELAN PROPERTY GROUP
STRATA MANAGEMENT SERVICES

WHELAN PROPERTY GROUP

ABN: 28 116 912 488
PO BOX 75, STRAWBERRY HILLS NSW 2012
277 PYRMONT STREET, ULTIMO NSW 2007
T: 02 9219 4111 | F: 02 9281 9915
E: strata@whelanproperty.com.au
www.whelanproperty.com.au

ATTENTION: THE ASSOCIATION COMMITTEE, OWNERS, FIRST MORTGAGEES AND
COVENANT CHARGEES IN COMMUNITY ASSOCIATION DEPOSITED PLAN 271188| "GEORGES COVE" 55
SHORELINE ROAD, MOOREBANK

MINUTES OF AN ASSOCIATION COMMITTEE MEETING OF THE MEMBERS – DEPOSITED PLAN NO. 271188	
Meeting Title	Association Committee Meeting
Deposited Plan Number	271188
Date and Venue	Tuesday 6 th January 2026 via video conference.
Start Time	10.03 AM
Finish Time	11:04 AM
Present in person or via video conference	Lots: Lot 23 H. Pontohsupit, Lot 28- R. Ishak, Lot 36- V. Jeani, Lot 53- N. Bucholtz, Lot 60- E. Angrisano, Lot 78- T. Tarmo, Lot 89- H. Etri, Lot 96- R. Walker, Lot 97- N. Vrontas, Lot 133- L. Irwin, Lot 176- A. Cassaniti and Lot 196 – W. Mangelmans
In Attendance	Whelan Property Group – Bronwyn Payne (via video conference) Lot 118 – H. Doan (via video conference) Lot 180– R. Lal (via video conference)
Chairperson	Bronwyn Payne (as invited)

1.0 CONFLICTS OF INTEREST

RESOLVED: That all participants disclose at this meeting, any existing or potential conflict of interest.

2.0 PREVIOUS MINUTES

RESOLVED: That the Minutes of the last Association Committee Meeting be confirmed as a true record and account of the proceedings of that meeting.

3.0 GARDENING SCOPE OF WORKS

RESOLVED: That the Association Committee confirm the gardening scope of works prior to instructing the community manager to place out to tender.

The strata manager has informed us that the current gardener working with Mirvac terminated their services on the 31st of December 2025 due to their existing workload. In light of this, the committee has resolved to engage BNE Lawns and Gardens on a month-to-month basis and has instructed the Community Manager to obtain comparative quotations for further consideration.

DRH Landscapes has been responsible for maintaining the verges and will be issued a termination notice, which will be carried out by BNE for the time being.

4.0 CLEANING SCOPE OF WORKS

RESOLVED: That the Association Committee confirm the cleaning scope of works prior to instructing the community manager to place out to tender.

The committee has resolved to continue engaging Greenview Construction for cleaning services three days per week until comparative quotations are received.

The following queries were raised during the meeting, and the community manager will provide clarification and respond to the committee via email.

1. On which days does the cleaner attend, considering the scope indicates three days per week?
2. Do they provide soap and toilet paper supplies?
3. Please obtain a quotation for the installation of a larger toilet roll dispenser.

5.0 POOL CLEANING SCOPE OF WORKS

RESOLVED: That the Association Committee confirm the pool cleaning scope of works prior to instructing the community manager to place out to tender.

The committee resolved to continue the servicing with Pump and Pool whilst comparative quotations are obtained. The approved pool cleaning schedule is three times per week from September - March and then twice per week for the remainder of the year.

It was reported that there is a ring of grime around the pool tiles (internally) that will need to be addressed with Pump and Pool.

6.0 WASTE DISPOSAL CONCERNS

RESOLVED: That the Association Committee discuss the waste disposal concerns and instruct the community manager accordingly.

No matters were discussed.

7.0 PARKING CONCERNS

RESOLVED: That the Association Committee discuss the parking concerns within the Community Association and instruct the community manager accordingly.

The community manager has been directed to contact Liverpool Council to request that a council ranger regularly monitor the site, particularly after hours, to oversee parking violations. The community is also encouraged to report any instances of improper parking to the council directly.

Lot 180 addressed the meeting to inform that they own a boat and have received confirmation from Liverpool Council that they are permitted to park the boat on the road, provided it is registered and parked appropriately. The committee has duly noted this information.

8.0 CAPITAL WORKS FUND QUOTES

RESOLVED: That the Association Committee table quotations at the meeting for a capital works fund report and instruct the community manager accordingly.

The committee resolved to engage BIV Reports in the sum of \$ 550.00 Inc. GST.

9.0 BUILDING VALUATION REPORT

RESOLVED: That the Association Committee table quotations at the meeting for a building valuation report and instruct the community manager accordingly.

The committee resolved to engage BIV Reports in the sum of \$ 550.00 Inc. GST.

10.0 GENERAL BUSINESS

Motion: That the Association discuss any items of general business.

10.1 Swimming Pools in Backyards

A request has been received from an owner to install a swimming pool in their backyard. According to the Community Management Statement, swimming pools are NOT permitted. The community manager has been instructed to contact Douglas and Partners to explore the possibility of removing this restriction with specific caveats.

10.2 Code of Conduct

Committee members are reminded to set a positive example for the community by ensuring compliance with the Community Management Statement and by communicating in a respectful and courteous manner at all times.

10.3 Breach Notices

A breach notice will be issued to 106 Mainstay regarding an unauthorized event on the 1st of January 2026 as well as 20 Mainstay in the community facilities on the 4th of January 2026, which contravened the by-laws and posed a safety hazard.

Additionally, another notice will be sent to 23 Mainstay informing them that goats are not permitted within residential areas in accordance with Liverpool Council regulations and to refrain from having them onsite.

10.4 Community Functions

Due to the ongoing issues with unauthorised events within the community facilities, the committee is in favor of prohibiting functions in these areas and are considering updating the by-laws to reflect this change, pending final approval from the owners at a general meeting. The strata manager noted that the current by-laws require that any function be approved by the Community Association, not the committee, necessitating a general meeting for all owners to vote on the matter. Given the requirement of a 14-day notice period plus 7 days for postage to call a general meeting, this process is not practical.

11.0 NEXT ASSOCIATION COMMITTEE MEETING

Motion: That the Association committee resolve for the next meeting to be held on Tuesday 31st March 2026 commencing 12noon via video conference.

MEETING CLOSED

That the Chairperson declared the meeting closed with no further business at 11:04 am.

CHAIRPERSON

DATE



WHELAN PROPERTY GROUP
STRATA MANAGEMENT SERVICES

PO Box 75, STRAWBERRY HILLS NSW 2012

T : 02 9219 4111

E : strata@whelanproperty.com.au

www.whelanproperty.com.au



**ATTENTION: THE OWNERS, FIRST MORTGAGEES AND COVENANT CHARGEES OF LOTS IN
DEPOSITED PLAN 271188 | "GEORGES COVE" | 55 SHORELINE ROAD, MOOREBANK**

MINUTES OF THE ANNUAL GENERAL MEETING OF THE OWNERS - DEPOSITED PLAN NO. 271188		
Meeting Title	Annual General Meeting	
Deposited Plan Number	271188	
Date & Venue	Wednesday, 26 th November 2025 via MS Teams	
Start Time	11.00 AM – There was no quorum present within half-hour. The chairperson declared the persons present in person or via proxy constitute a quorum in accordance with Schedule 1, Part 3, Clause 16 (4b) of the Community Land Management Act 2021. The meeting commenced and opened at 11.30AM.	
Finish Time	12.07 PM	
Present	Lot 21 – J. Quah Lot 22 – E. & M. Quah Lot 23 – H. Pontohtsupit Lot 25 – C. Brankstone Lot 28 – R. Ishak Lot 36 – V. Viral Jetani & J. Mendapara Lot 37 – B. Patros & Catherine Jamile Patros Lot 50 – M. Ochana Lot 53 – N. Bucholtz Lot 60 – E. Angrisano Lot 65 – J. Garrido Lot 69 – D. Henderson-Gatt Lot 75 – T. Tran Lot 78 – T. Tarmo & J. Tarmo Lot 80 – L. Angrisano Lot 87 – J. Seneviratne	Lot 89 – H. Etri Lot 96 – R. Walker Lot 97 – N. Vrontas Lot 102 – S. Pserras Lot 116 – F. Kurniawan Lot 129 – J. Kiraz Lot 133 – L. Irwin Lot 140 – C. Hili Lot 149 – A. Wassef Lot 170 – G. Melfi Lot 176 – A. Cassaniti Lot 177 – P. Li Lot 184 – B. Sidrak Lot 191 – S. Lam Lot 196 – W. Mangelmans Lot 197 – P. Hadjisavas
In Attendance	C. Whelan (Whelan Property Group) T. Wood (Whelan Property Group) B. Payne (Whelan Property Group) C. Tunnock (Whelan Property Group)	

WHELAN PROPERTY GROUP PTY LTD offices:

277 PYRMONT STREET, ULTIMO LEVEL 1, 91 MERRYLANDS ROAD, MERRYLANDS NSW 2160

Liability limited by a scheme approved under Professional Standards Legislation. ABN: 28 116 912 488



WHELAN PROPERTY GROUP
STRATA MANAGEMENT SERVICES

PO Box 75, STRAWBERRY HILLS NSW 2012

T : 02 9219 4111

E : strata@whelanproperty.com.au

www.whelanproperty.com.au



Chairperson	C. Whelan (Whelan Property Group)
--------------------	-----------------------------------

1 Previous Minutes

RESOLVED: That the minutes of the last general meeting of the Community Association held on 11/04/2025 be confirmed as a true record and account of the proceedings of that meeting.

2 Financial Statements

RESOLVED: That the unaudited financial statements, including the key financial information for the Administrative Fund, Capital Works Fund for the period ending 31/03/2025 circulated with this agenda, be adopted.

3 Appointment of an Auditor

AMENDED & RESOLVED: That the Owners Corporation appoint an Auditor for the financial period ending 31/12/26.

4 Budget & Levies

4.1 Budget

RESOLVED: That the levy contributions be determined in accordance with Section 83 & 88 of the Community Land Management Act 2021 for the 12-month period set out in the budget circulated with the agenda.

4.2 Levies (Current Period 2025-2026)

MOTION DEFEATED: That the Community Association determines the following amounts to be levied 4 instalments:

- Administrative Fund \$66,000.00 per annum.
- Capital Works Fund \$ 6,875.00 per annum.

Community Association is currently registered for GST.

Number	Levy Period	Year	Issued	Administration	Capital Works	Total
1	1st April	2025	No	\$0.00	\$0.00	\$0.00
2	1st July	2025	No	\$0.00	\$0.00	\$0.00
3	1st October	2025	No	\$66,000.00	\$6,875.00	\$72,875.00
4	1st Janaury	2026	No	\$66,000.00	\$6,875.00	\$72,875.00
				\$132,000.00	\$13,750.00	\$145,750.00



WHELAN PROPERTY GROUP PTY LTD offices:

277 PYRMONT STREET, ULTIMO

LEVEL 1, 91 MERRYLANDS ROAD, MERRYLANDS NSW 2160

Liability limited by a scheme approved under Professional Standards Legislation. ABN: 28 116 912 488



WHELAN PROPERTY GROUP
STRATA MANAGEMENT SERVICES

PO Box 75, STRAWBERRY HILLS NSW 2012

T : 02 9219 4111

E : strata@whelanproperty.com.au

www.whelanproperty.com.au



4.3 Levies (Next Period 2026-2027)

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

- Administrative Fund \$264,00.00 per annum Inc. GST
- Capital Works Fund \$27,500.00 per annum Inc. GST

Number	Levy Period	Year	Issued	Administration	Capital Works	Total
1	1st January	2026	No	\$66,000.00	\$6,875.00	\$72,875.00
2	1st April	2026	No	\$66,000.00	\$6,875.00	\$72,875.00
3	1st July	2026	No	\$66,000.00	\$6,875.00	\$72,875.00
4	1st October	2026	No	\$66,000.00	\$6,875.00	\$72,875.00
				\$264,000.00	\$27,500.00	\$291,500.00

It was further resolved at the meeting that the first levy instalment due in the next financial year 1st January 2027 be made payable quarterly until re-determined by the Community Association and such figure shall be:

- *Administrative Fund \$66,000.00 per quarter including GST.*
- *Capital Works Fund \$6,875.00 per quarter including GST.*

4.4 Levy Notices

RESOLVED: That both contributions be levied by notice from Whelan Property Group Pty Limited as the delegated Treasurer of the Community Association in accordance with Section 58(1) the Community Land Management Act 2021.

5 Recovery of Unpaid Levies

RESOLVED: That the Association resolve, pursuant to Section 91 of the *Community Land Management Act 2021* (NSW), to authorise the Community Managing Agent (or the Association's delegated representative) to take such action as may be necessary to recover unpaid contributions, interest, and reasonable expenses of recovery, subject to compliance with the following requirements:

Legislative Compliance Requirements

- Financial Hardship Information Statement – Each contribution notice issued must include the approved Financial Hardship Information Statement in accordance with the Act and Regulations (referencing obligations related to Section 90 and the Community Land Management Regulation 2021).
- Offer of Payment Plan – Before commencing recovery action, the Association (through the Community Managing Agent) must offer the member the opportunity to enter into a payment plan in the prescribed form (Section 90(1)(c) and Section 91(4)).
- Consideration of Payment Plan Requests – Any request for a payment plan must be considered by the Association Committee (or the Association, as appropriate), and if refused, written reasons must be provided to the member within 28 days (Section 90(5) and the Community Land Management Regulation 2021).

WHELAN PROPERTY GROUP PTY LTD offices:

277 PYRMONT STREET, ULTIMO

LEVEL 1, 91 MERRYLANDS ROAD, MERRYLANDS NSW 2160



WHELAN PROPERTY GROUP
STRATA MANAGEMENT SERVICES

PO Box 75, STRAWBERRY HILLS NSW 2012

T : 02 9219 4111

E : strata@whelanproperty.com.au

www.whelanproperty.com.au



- No Action During Compliance with Payment Plan – No debt recovery proceedings are to be commenced or continued for amounts subject to an active payment plan that the member is complying with.
- Notice of Intended Action – A minimum of 30 days' written notice must be given to the member before commencing any recovery proceedings (Section 91(4)).
- Application of Payments – Payments received are to be applied in the prescribed order, as generally required by the principles underpinning the legislation: a. outstanding contributions (oldest first) b. interest, and c. recovery costs.
- Recovery Costs – Only reasonable recovery expenses, or those permitted or ordered by a court or tribunal, may be added to the member's account (Section 91(3)).
- Delegation to Community Managing Agent – The Community Managing Agent is authorised to instruct the Association's legal representatives or debt-recovery agents to take recovery action in accordance with this resolution and the Act.

6 Renewal of Insurances

RESOLVED: That in accordance with Clause 8(d) of Schedule 1 and Section 148 of the Community Land Management Act 2021 and By-Law 13 of the Community Management Statement, the insurance policies currently in force be confirmed, varied, or extended.

7 Building Insurance Valuation

RESOLVED: That, pursuant to Section 150 of the Community Land Management Act 2021 (NSW), the Community Association resolves to obtain a valuation of all buildings and structures required to be insured under the Act. Such valuations are to be carried out by a qualified valuer as prescribed by the Regulations and are to be updated at least once every five years to ensure insurance coverage remains adequate.

WHELAN PROPERTY GROUP PTY LTD offices:

277 PYRMONT STREET, ULTIMO

LEVEL 1, 91 MERRYLANDS ROAD, MERRYLANDS NSW 2160

Liability limited by a scheme approved under Professional Standards Legislation. ABN: 28 116 912 488



WHELAN PROPERTY GROUP
STRATA MANAGEMENT SERVICES

PO Box 75, STRAWBERRY HILLS NSW 2012

T : 02 9219 4111

E : strata@whelanproperty.com.au

www.whelanproperty.com.au



8 Whelan Property Group Commissions Disclosure

RESOLVED: That the Association note a report by the Whelan Property Group, in regard to the commissions that have been paid in the last year and those commissions likely to be paid to the managing agent in the coming year.

Commissions received that have been paid to Whelan Property Group in the last 12 months are as follows:

COMMISSIONS DISCLOSURE Pursuant to Schedule 1, Part 2(8)(g) of the Community Land Management Act 2021	
Commission provider:	Coverforce
Nature of gift or other benefit:	Insurance Commission
Estimated amount or value of benefit and how calculated:	\$ \$713.13+GST, for 2024-2025
Connection with the provision of the managing agent's functions or services:	Obtaining quotations and placing insurance coverage and managing the insurance affairs of the Strata Scheme
Nature of the relationship between provider and managing agent;	Distributors agreement as disclosed in the SCA Management Agency Agreement.
Why the approval is in the Owners Corporation's best interest;	Gives WPG the ability to minimise management fees for the Owners Corporation.
Statement that accepting this gift or other benefit will not contravene Clause 11 of Schedule 1 of the Property and Stock Agents Regulation 2022 (NSW) and reasons why i.e. that acceptance does not create a conflict of interest and why;	- Full disclosure of any commissions received. - Owners Corporation approval for the insurance policy selection. - Ensuring that insurance choices are based purely on the best coverage and pricing for the Owners Corporation, not on commission incentives.

It is anticipated that similar commissions will be received in the ensuing year.

9 Annual Fire Safety Statement

RESOLVED: That the Community Association considers the Annual Fire Safety Statement and determine any action required.

RESOLVED: Further, that the Community Association authorise the Strata Managing Agent, and/or Association Committee representatives, to sign such document as may be necessary in relation to the lodgement of the next Annual Fire Safety Statement (completed by a competent fire safety practitioner in accordance with the *Environmental Planning and Assessment Amendment (Fire Safety and Building Certification)* Regulation 2017. This includes, but is not limited to, executing the Annual Fire Safety Statement and any other associated documents specific to Council requirements and includes affixing the Common Seal of the Community Association.

WHELAN PROPERTY GROUP PTY LTD offices:

277 PYRMONT STREET, ULTIMO

LEVEL 1, 91 MERRYLANDS ROAD, MERRYLANDS NSW 2160

Liability limited by a scheme approved under Professional Standards Legislation. ABN: 28 116 912 488



WHELAN PROPERTY GROUP
STRATA MANAGEMENT SERVICES

PO Box 75, STRAWBERRY HILLS NSW 2012

T : 02 9219 4111

E : strata@whelanproperty.com.au

www.whelanproperty.com.au



10 Capital Works Fund Forecast

RESOLVED: That the Owners Corporation resolve to authorise and instruct Whelan Property Group Pty Limited to obtain an updated Capital Works Fund Forecast/ Updated 10-year plan.

- Last report obtained on: **NIL ON FILE**

11 Association Committee Election

RESOLVED: That the following nominations were received.

Lot	Nominees
21	Jenny Quah
22	Eric Quah
23	Helina Pontohtsupit
28	Romany Ishak
36	Viral Jetani
37	Bakos Patros
53	Nadia Bucholtz
60	Esther Angrisano
65	Joana Andrea Garrido
78	Thomas Tarmo
89	Hanan Etri
96	Robert Walker
97	Nicholas Vrontas
133	Lynsey Irwin
170	Joe Melfi
176	Anthony Cassaniti
191	Sebastian Lam
196	Wendy Mangelmans

The Community Association determined a committee number of fifteen (15) members and those elected for the ensuring year are.

WHELAN PROPERTY GROUP PTY LTD offices:

277 PYRMONT STREET, ULTIMO LEVEL 1, 91 MERRYLANDS ROAD, MERRYLANDS NSW 2160

Liability limited by a scheme approved under Professional Standards Legislation. ABN: 28 116 912 488



WHELAN PROPERTY GROUP
STRATA MANAGEMENT SERVICES

PO Box 75, STRAWBERRY HILLS NSW 2012

T : 02 9219 4111

E : strata@whelanproperty.com.au

www.whelanproperty.com.au



Lot	Nominees
23	Helina Pontohtsupit
28	Romany Ishak
36	Viral Jetani
37	Bakos Patros
53	Nadia Bucholtz
60	Esther Angrisano
78	Thomas Tarmo
89	Hanan Etri
96	Robert Walker
97	Nicholas Vrontas
133	Lynsey Irwin
170	Joe Melfi
176	Anthony Cassaniti
191	Sebastian Lam
196	Wendy Mangelmans

12 Restricted Matters

RESOLVED: That the Community Association resolves to determine any additional restrictions, to those in the Community Land Management Act, in regard to what matters may be determined only at a general meeting of the Association.

13 Electronic Voting by means of Email or Other

RESOLVED: That, pursuant to Schedule 1, clause 27(3) and Schedule 2, clause 8(3) of the Community Land Management Act 2021 (NSW), the Association resolves that notices for meetings of the Association and the Association Committee may specify one or more of the following ways of voting:

1. Voting by electronic means while participating in the meeting.
2. Pre-meeting electronic voting for a meeting of the Association, where such pre-meeting electronic voting has been adopted by resolution of the Association; and
3. Pre-meeting electronic voting for a meeting of the Association Committee, where such pre-meeting electronic voting has been adopted by resolution of the Association Committee.

WHELAN PROPERTY GROUP PTY LTD offices:

277 PYRMONT STREET, ULTIMO

LEVEL 1, 91 MERRYLANDS ROAD, MERRYLANDS NSW 2160

Liability limited by a scheme approved under Professional Standards Legislation. ABN: 28 116 912 488



WHELAN PROPERTY GROUP
STRATA MANAGEMENT SERVICES

PO Box 75, STRAWBERRY HILLS NSW 2012

T : 02 9219 4111

E : strata@whelanproperty.com.au

www.whelanproperty.com.au



14 Contractor Agreements

RESOLVED: That the Community Association resolves to consider entering into agreements with the following contractors and for their services as listed below;

SERVICE CATEGORY	MIRVAC	FREQUENCY	RATE	MONTHLY	YEARLY
Cleaning	Greenview Construction	3x per week	\$260 per visit	\$3,120.00	\$37,440.00
Garden and landscaping maintenance	Distinctive Landscapes	2 x per fortnight	\$2400 per fortnight	\$4,800.00	\$57,600.00
Verge Maintenance	DRH COMFAC	1 x month	\$2400 per month	\$2,400.00	\$28,800.00
Pool Maintenance	Pump and Pool People	3x per week	\$180 per visit	\$2,160.00	\$25,920.00

Notes as discussed: That the Community Association delegate to the Association Committee the authority to consider the maintenance contracts and scopes of work.

15 Strata Management Agency Agreement

RESOLVED: That the Community Association resolves to appoint Whelan Property Group Pty Ltd as the Community Land Managing Agency for a further 3 years and that the Common Seal be affixed pursuant to Section 124(1)(a) of the *Community Land Management Act 2021* to the Agency Agreement circulated with the agenda, which incorporates instruments appointing Whelan Property Group Pty Ltd and delegating the powers, authorities, duties, and functions referred to therein.

16 General Business

16.1 Parking Concerns within the Community Association

DEFERRED: That the Community Association discuss and determine further in relation to parking concerns within the Community Association property.

Notes as discussed: That the Community Association defer this motion to be discussed at the upcoming Association Committee Meeting.

16.2 Gardening and Landscaping Concerns

DEFERRED: That the Community Association discuss and determine further in relation to gardening and landscaping concerns.

Notes as discussed: That the Community Association defer this motion to be discussed at the upcoming Association Committee Meeting.

16.3 Waste Disposal Concerns

DEFERRED: That the Community Association discuss and determine further in relation to waste disposal concerns

Notes as discussed: That the Community Association defer this motion to be discussed at the upcoming Association Committee Meeting.

WHELAN PROPERTY GROUP PTY LTD offices:

277 PYRMONT STREET, ULTIMO

LEVEL 1, 91 MERRYLANDS ROAD, MERRYLANDS NSW 2160

Liability limited by a scheme approved under Professional Standards Legislation. ABN: 28 116 912 488



WHELAN PROPERTY GROUP
STRATA MANAGEMENT SERVICES

PO Box 75, STRAWBERRY HILLS NSW 2012

T : 02 9219 4111

E : strata@whelanproperty.com.au

www.whelanproperty.com.au



17 Next Annual General Meeting

RESOLVED: That the Owners Corporation resolve to schedule the next Annual General Meeting for the Financial Year ending **31st March 2026**.

Notes as discussed: That the Community Association resolved for the next Annual General Meeting to be convened approximately 12 months from this date.

MEETING CLOSURE

The Chairperson declared the meeting closed with no further business at 12.09 PM

WHELAN PROPERTY GROUP PTY LTD offices:

277 PYRMONT STREET, ULTIMO LEVEL 1, 91 MERRYLANDS ROAD, MERRYLANDS NSW 2160

Liability limited by a scheme approved under Professional Standards Legislation. ABN: 28 116 912 488



WHELAN PROPERTY GROUP
STRATA MANAGEMENT SERVICES

PO Box 75, STRAWBERRY HILLS NSW 2012

T : 02 9219 4111

E : strata@whelanproperty.com.au

www.whelanproperty.com.au



**ATTENTION: THE OWNERS, FIRST MORTGAGEES AND COVENANT CHARGEES OF LOTS IN
DEPOSITED PLAN 271188 | "GEORGES COVE" | 55 SHORELINE ROAD, MOOREBANK**

MINUTES OF THE ASSOCIATION COMMITTEE MEETING OF THE OWNERS - DEPOSIT PLAN NO. 271188		
Meeting Title	Annual General Meeting	
Deposit Plan Number	271188	
Date & Venue	Wednesday, 26 th November 2025 via MS Teams	
Start Time	12.09 PM	
Finish Time	12.17 PM	
Present	Lot 23 – H. Pontohsupit Lot 28 – R. Ishak Lot 36 – V. Jetani Lot 37 – B. Patros Lot 53 – N. Bucholtz Lot 60 – E. Angrisano Lot 78 – J. Tarmo Lot 89 – H. Etri Lot 96 – R. Walker Lot 97 – N. Vrontas	Lot 133 – L. Irwin Lot 170 – J. Melfi Lot 176 – A. Cassaniti Lot 191 – S. Lam Lot 196 – W. Mangelmans
In Attendance	C. Whelan (Whelan Property Group) T. Wood (Whelan Property Group) B. Payne (Whelan Property Group) C. Tunnock (Whelan Property Group)	
Chairperson	C. Whelan (Whelan Property Group)	

1 Previous Minutes

RESOLVED: That the minutes of the last Association Committee Meeting be adopted as a true and accurate account of the proceedings of that meeting.

2 Disclosure of Pecuniary Interests

RESOLVED: That the members of the Association Committee disclose any direct or indirect pecuniary interest in a particular matter being considered at this Association Committee Meeting.

WHELAN PROPERTY GROUP PTY LTD offices:

277 PYRMONT STREET, ULTIMO

LEVEL 1, 91 MERRYLANDS ROAD, MERRYLANDS NSW 2160

Liability limited by a scheme approved under Professional Standards Legislation. ABN: 28 116 912 488



WHELAN PROPERTY GROUP
STRATA MANAGEMENT SERVICES

PO Box 75, STRAWBERRY HILLS NSW 2012

T : 02 9219 4111

E : strata@whelanproperty.com.au

www.whelanproperty.com.au



3 Office Bearers

RESOLVED: That the Secretary, Treasurer and Chairperson of the Association Committee be appointed

Lot	Nominees	Office Bearers
60	Esther Angrisano	Chairperson
97	Nicholas Vrontas	Secretary
176	Anthony Cassaniti	Treasurer

4 Appointing Contact Person and Substitute

RESOLVED: That the Association Committee resolves to elect a representative and substitute representative to be the nominated contact person(s) to liaise/instruct on behalf of the Association Committee.

Notes as discussed: That the Association Committee elect the office bearers to be the representatives.

5 Invoice Approval

RESOLVED: That the Association Committee shall appoint the Treasurer to authorise all invoices through the Whelan Property Group's invoice approval system, known as SMATA.

Notes as discussed: That the Association Committee elect the Treasurer to authorise all invoices through the Whelan Property Group's invoice approval system, known as SMATA.

6 General Business

RESOLVED: That the Association Committee tables and discuss any items of general business.

Notes as discussed:

Community Association owners had queries about the responsibility and the walking bridge and pocket park and upkeep of the footbridge.

Confirmation if these items are a part of the community association community property?

Next Association Committee Meeting to be convened 9:00am 10th December 2025

MEETING CLOSURE

The Chairperson declared the meeting closed with no further business at 12.19 PM.

WHELAN PROPERTY GROUP PTY LTD offices:

277 PYRMONT STREET, ULTIMO

LEVEL 1, 91 MERRYLANDS ROAD, MERRYLANDS NSW 2160

Liability limited by a scheme approved under Professional Standards Legislation. ABN: 28 116 912 488

**ATTENTION: THE OWNERS, FIRST MORTGAGEES AND COVENANT CHARGEES OF LOTS
IN COMMUNITY ASSOCIATION 271188 | "GEORGES COVE"**

MINUTES OF THE FIRST ANNUAL GENERAL MEETING OF THE OWNERS – COMMUNITY ASSOCIATION 271188	
Meeting Title	First Annual General Meeting
Deposited Plan Number	271188
Date & Venue	Thursday 11 th April 2024 via MS Teams
Start Time	10:00 AM
Finish Time	10:30 AM
Present	Lot/s: 7, 10, 12, 13, 14, 15, 16, 21, 22, 23, 25, 36, 37, 38, 41, 65, 66, 93, 97, 98, 104, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129.
In Attendance	Jackson Perks and Nick Vrontas - Mirvac Chris Whelan and Elizabeth Avery – Whelan Property Group
Chairperson	Chris Whelan – Whelan Property Group

a. Attendance, Proxies, Voting Rights and Apologies.

1. RESOLVED That the minutes of the previous General Meeting be adopted.
2. RESOLVED That the Community Association confirmed the insurances currently in place.
3. RESOLVED that in accordance with Schedule 1 of the Community Land Management Act 2021 for the next 12-month period, commencing from the termination of the undertaking. Contributions shall be payable in four (4) equal instalments:

- Administrative Fund: \$170,500.00, including GST.
- Sinking Fund: \$49,500.00, including GST.

And that the first levy instalment due in the next financial year shall be payable quarterly until re-determined by the Community Association. The amounts for each quarter shall be:

- Administrative Fund: \$42,625.00 per quarter, including GST.
- Sinking Fund: \$12,375.00 per quarter, including GST.

4. RESOLVED That Whelan Property Group is confirmed as the Community Association managers in accordance with Section 53 of the Community Land Management Act 2021.
5. RESOLVED that no matters, may be determined only at a general meeting of the association.
6. RESOLVED that bylaws were not added, amended, or revoked, including by-laws controlling, prohibiting, or otherwise regulating the passage of persons through, and the activities of

persons upon, private access ways and, to an extent not inconsistent with the Community Land Management Act 2021 or any other Act or law, open access ways.



7. RESOLVED that the Community Association reviewed and confirmed the Units of Entitlements and advised that any changes will be registered upon completion of the Community Association as per schedule 3 Section 14 of the *Community Land Management Act 2021*.
8. RESOLVED that confirmation of the appointment of an auditor for the next financial year be adopted after the termination of the levy undertaking currently in place by the original owner.
9. RESOLVED That the Community Association acknowledge that they have received the documents as per section 7 of the Community Land Management Regulation 2021.
10. RESOLVED That the Community Association considered the initial maintenance schedule which outlines the maintenance requirements associated with the association, and authorises the Strata Manager, Association Committee to enforce the required maintenance schedule.
11. RESOLVED That, in accordance with Sections 30 and 32 Clause 7 (1)(b) of Schedule 1, the number of members of the Association Committee of the Community Association be 1 and that the following members were elected.

Jackson Perks acting on behalf of MIRVAC Pty Ltd "Tanlane Pty Limited"

12. RESOLVED To acknowledge the commitment by MIRVAC Pty Ltd, the original owner, until a 30-day notice of termination is provided

Meeting Notes:

The Lot Owners raised the matter of the airbridge and inquired about its completion date. Representatives from MIRVAC advised that this issue is currently in the hands of the council. The owners present at the meeting were encouraged to write to the council to help expedite the process.

Concerns were also raised by Lot Owners regarding the use of community facilities by non-residents once the building is completed. There was a question about whether a fence would be installed to deter non-residents. Whelan Property Group (WPG) inquired whether a swipe card system could be implemented upon the building's completion to address this issue.

Furthermore, Lot Owners expressed a desire to hold community meetings outside of business hours to boost participation. WPG confirmed that, now the scheme has been established, they will work with the majority of the owners to schedule and discuss any matters related to the community association at more convenient times.

Action items:

- Coordinate the scheduling of the next meeting outside of business hours to accommodate attendees' availability
- Ensure the distribution of meeting notifications in electronic format for easier access and attendance



WHELAN PROPERTY GROUP
STRATA MANAGEMENT SERVICES

PO Box 75, STRAWBERRY HILLS NSW 2012

T: 02 9219 4111

E: strata@whelanproperty.com.au

www.whelanproperty.com.au



ATTENTION: THE OWNERS, FIRST MORTGAGEES AND COVENANT CHARGEES OF LOTS IN
STRATA PLAN 271188 | 146 Newbridge Road

MINUTES OF THE GENERAL MEETING OF THE OWNERS - STRATA PLAN NO. 271188			
Meeting Title	General Meeting		
Strata Plan Number	271188		
Date & Venue	08 May 2023 via Microsoft Teams Online Video Conference		
Start Time	04:00 PM		
Finish Time	04:05 PM		
Present	Lot 2	Tanlane Pty Limited	Electronic vote
	Lot 3	Tanlane Pty Limited	Electronic vote
	Lot 4	Tanlane Pty Limited	Electronic vote
	Lot 5	Tanlane Pty Limited	Electronic vote
	Lot 6	Tanlane Pty Limited	Electronic vote
	Lot 7	Tanlane Pty Limited	Electronic vote
	Lot 8	Tanlane Pty Limited	Electronic vote
	Lot 9	Tanlane Pty Limited	Electronic vote
	Lot 10	Tanlane Pty Limited	Electronic vote
	Lot 11	Tanlane Pty Limited	Electronic vote
	Lot 12	Tanlane Pty Limited	Electronic vote
	Lot 13	Tanlane Pty Limited	Electronic vote
	Lot 14	Tanlane Pty Limited	Electronic vote
	Lot 15	Tanlane Pty Limited	Electronic vote
	Lot 16	Tanlane Pty Limited	Electronic vote
	Lot 21	Jenny Wei Choon Quah & Jung Hoo Han	Online via Microsoft Teams

WHELAN PROPERTY GROUP PTY LTD offices:

277 PYRMONT STREET, ULTIMO

460 CHURCH STREET, NORTH PARRAMATTA

Liability limited by a scheme approved under Professional Standards Legislation. ABN: 28 116 912 488



WHELAN PROPERTY GROUP
STRATA MANAGEMENT SERVICES

PO Box 75, STRAWBERRY HILLS NSW 2012

T: 02 9219 4111

E: strata@whelanproperty.com.au

www.whelanproperty.com.au



	Lot 22	Eric Aik Choon Quah & Melody Quah	Via Proxy
	Lot 23	Edmond Aik Hui Quah & Helina Pontohsupit	Via Proxy
	Lot 25	Craig Brankstone	Electronic vote
	Lot 30	Tanlane Pty Limited	Electronic vote
	Lot 33	Marie Josephe Denise Linda Marion & Clency Marle Pierre Marlon	Online via Microsoft Teams
	Lot 34	Elodie Suzanne Marie Marion & Aliaksandr Viarkhoutsau	Online via Microsoft Teams
	Lot 36	Tanlane Pty Limited	Electronic vote
	Lot 37	Tanlane Pty Limited	Electronic vote
	Lot 38	Tanlane Pty Limited	Electronic vote
	Lot 39	Tanlane Pty Limited	Electronic vote
	Lot 40	Tanlane Pty Limited	Electronic vote
	Lot 41	Tanlane Pty Limited	Electronic vote
	Lot 42	Tanlane Pty Limited	Electronic vote
	Lot 43	Tanlane Pty Limited	Electronic vote
	Lot 44	Tanlane Pty Limited	Electronic vote
	Lot 45	Tanlane Pty Limited	Electronic vote
	Lot 46	Tanlane Pty Limited	Electronic vote
	Lot 47	Tanlane Pty Limited	Electronic vote
	Lot 48	Tanlane Pty Limited	Electronic vote
	Lot 50	Tanlane Pty Limited	Electronic vote
	Lot 51	Tanlane Pty Limited	Electronic vote
	Lot 52	Tanlane Pty Limited	Electronic vote

WHELAN PROPERTY GROUP PTY LTD offices:

277 PYRMONT STREET, ULTIMO

460 CHURCH STREET, NORTH PARRAMATTA

Liability limited by a scheme approved under Professional Standards Legislation. ABN: 28 116 912 488



WHELAN PROPERTY GROUP
STRATA MANAGEMENT SERVICES

PO Box 75, STRAWBERRY HILLS NSW 2012

T: 02 9219 4111

E: strata@whelanproperty.com.au

www.whelanproperty.com.au



	Lot 53	Tanlane Pty Limited	Electronic vote
	Lot 54	Tanlane Pty Limited	Electronic vote
	Lot 55	Tanlane Pty Limited	Electronic vote
	Lot 56	Tanlane Pty Limited	Electronic vote
	Lot 57	Tanlane Pty Limited	Electronic vote
	Lot 58	Tanlane Pty Limited	Electronic vote
	Lot 59	Tanlane Pty Limited	Electronic vote
	Lot 60	Tanlane Pty Limited	Electronic vote
	Lot 61	Tanlane Pty Limited	Electronic vote
	Lot 62	Tanlane Pty Limited	Electronic vote
	Lot 63	Tanlane Pty Limited	Electronic vote
	Lot 64	Tanlane Pty Limited	Electronic vote
	Lot 65	Tanlane Pty Limited	Electronic vote
	Lot 66	Tanlane Pty Limited	Electronic vote
	Lot 67	Tanlane Pty Limited	Electronic vote
	Lot 68	Tanlane Pty Limited	Electronic vote
	Lot 69	Tanlane Pty Limited	Electronic vote
	Lot 70	Tanlane Pty Limited	Electronic vote
	Lot 71	Tanlane Pty Limited	Electronic vote
	Lot 72	Tanlane Pty Limited	Electronic vote
	Lot 73	Tanlane Pty Limited	Electronic vote
	Lot 74	Tanlane Pty Limited	Electronic vote
	Lot 75	Tanlane Pty Limited	Electronic vote
	Lot 76	Tanlane Pty Limited	Electronic vote
	Lot 77	Tanlane Pty Limited	Electronic vote
	Lot 78	Tanlane Pty Limited	Electronic vote
	Lot 79	Tanlane Pty Limited	Electronic vote
	Lot 80	Tanlane Pty Limited	Electronic vote
In Attendance	Whelan Property Group		
Chairperson	Christopher Whelan		

WHELAN PROPERTY GROUP PTY LTD offices:

277 PYRMONT STREET, ULTIMO

460 CHURCH STREET, NORTH PARRAMATTA

Liability limited by a scheme approved under Professional Standards Legislation. ABN: 28 116 912 488



WHELAN PROPERTY GROUP
STRATA MANAGEMENT SERVICES

PO Box 75, STRAWBERRY HILLS NSW 2012

T: 02 9219 4111

E: strata@whelanproperty.com.au

www.whelanproperty.com.au



1 PREVIOUS MINUTES

RESOLVED THAT: the minutes of the last Community Association Meeting be adopted as a true and accurate account of the proceedings of that meeting.

2 REMOVAL OF PLANNING AGREEMENT

RESOLVED THAT: by *ORDINARY RESOLUTION*;

(A) The Community Association **RESOLVES** to request Liverpool City Council:

1. remove planning agreement registered dealing number AE599226 from the title of Lot 1 in Deposited Plan 271188; and
2. execute NSW Land Registry Service form 11R Request in the form attached at Annexure A (**Request**); and
3. lodge the Request with NSW Land Registry Services.

(B) The Community Association, pursuant to the provisions of section 235 of the *Community Management Act 2021*, **RESOLVES** to execute and affix its common seal to the Request.

MEETING CLOSURE

The Chairperson declared the meeting closed with no further business at 04:05 PM.

Christopher Whelan
CHAIRPERSON

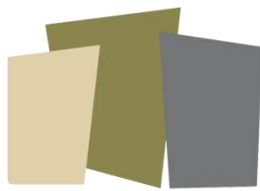
DATE

WHELAN PROPERTY GROUP PTY LTD offices:

277 PYRMONT STREET, ULTIMO

460 CHURCH STREET, NORTH PARRAMATTA

Liability limited by a scheme approved under Professional Standards Legislation. ABN: 28 116 912 488



WHELAN PROPERTY GROUP
STRATA MANAGEMENT SERVICES

WHELAN PROPERTY GROUP

ABN: 28 116 912 488

PO BOX 75, STRAWBERRY HILLS NSW 2012

277 PYRMONT STREET, ULTIMO NSW 2007

T: 02 9219 4111 |

E: strata@whelanproperty.com.au

www.whelanproperty.com.au

**THE OWNERS, FIRST MORTGAGEES AND COVENANT CHARGEES OF LOTS IN COMMUNITY
ASSOCIATION – DP NO. 271188**

**MINUTES OF THE INAUGURAL GENERAL MEETING OF THE OWNERS
DEPOSITED PLAN NO. 271188**

**THE INAUGURAL GENERAL MEETING OF THE OWNERS - DEPOSITED PLAN NO. 271188
HELD ON 24 MARCH 2023 (VIA TEAMS) AT THE OFFICES OF WHELAN PROPERTY GROUP
277 PYRMONT STREET, ULTIMO. THE MEETING COMMENCED AT 4:30 PM.**

PRESENT: Jay Ng

IN ATTENDANCE: Christopher Whelan (Whelan Property Group Pty Ltd)

CHAIRPERSON: Christopher Whelan (as invited)

COMMON SEAL: **RESOLVED:** That the Common Seal shown in the minute book of the Community Association be adopted as the Seal of the Community Association and that it be affixed to any deed, instrument or document in accordance with the Community Land Management Act 2021.

MANAGING AGENT: **RESOLVED:** That Whelan Property Group Pty Limited be appointed as Managing Agent of the Community Association in accordance with Community Land Management Act 2021 for the period commencing on the date that this resolution is adopted and ending on the date of the First Annual General Meeting of the Community Association.

RESOLVED: That the Community Association delegate to Whelan Property Group Pty Limited the powers, authorities, duties and functions of the Community Association, its Association Committee and the Chairperson, Secretary and Treasurer of the Association Committee.

RESOLVED: That the Common Seal of the Community Association be affixed to the Agency Agreement tabled and being Exhibit "A" to the minutes of this meeting which incorporates the instruments of the appointment of and delegation to Whelan Property Group Pty Limited.

BUDGET: **RESOLVED:** That the statement of the existing financial situation and estimated receipts and payments for the Administrative Fund and the Capital Works Fund tabled and being Attachment "B" to the agenda of this meeting be adopted.

CONTRIBUTIONS: **RESOLVED:** That the Community Association note the terms of the undertaking by Tanlane Pty Limited the original owner, tabled and being Exhibit "C" to the agenda of this meeting, to perform at its own expense the duties imposed on the Community Association and meet all other outgoings until cancellation, providing 14 days' notice.

RESOLVED: That contributions be determined for the twelve month period commencing upon cancellation of the undertaking.

- (i) Nil Levies (due to undertaking) to the Administrative Fund in accordance with Section 83 and 84 of the Community Management Act 2021 and
- (ii) Nil Levies (due to undertaking) to the Administrative Fund in accordance with Section 83 and 84 of the Community Management Act 2021

RESOLVED: That both contributions be paid in four equal quarterly instalments, the first such instalment being due and payable upon cancellation of the undertaking.

RESOLVED: That both contributions be levied by notice from the Treasurer of the Community Association in accordance with Section 83 and 84 of the Community Land Management Act 2021.

REGISTRATION OF STRATA PLAN: **RESOLVED:** That the Community Association note registration of the Deposited Plan on 09 March 2023.

STRATA COMMITTEE: **RESOLVED:** That the number of Association Committee be set at one (1) and those elected for the ensuing year be:

Jay Ng

INSURANCES: **RESOLVED:** That the Community Association notes the following insurance policies effected through QBE Insurance (Australia) Limited.

(a) Building

Insurance Company:	QBE Insurance Ltd
Premium Paid:	\$14,689.86
Next Premium Due Date:	01/02/2024
Last Premium Paid Date:	15/03/2023
Community Property	\$3,000,0000
Public Liability	\$30,000,000
Voluntary Workers:	\$200,000/2,000
Fidelity Guarantee:	\$100,000
Office Bearers	\$1,000,000

ARCHITECTURAL DESIGN **RESOLVED:** That the Community Association adopt the Architectural Design Guidelines in the form of Architectural Design Guidelines as attached for the purposes of By-Law 1 of the Community Management Statement.

CLOSURE: There being no further business, the Chairperson declared the meeting closed 4.45 PM.

Christopher Whelan
24th March 2023

***INAUGURAL GENERAL MEETING
OF THE OWNERS – DEPOSITED PLAN NO. 271188
HELD ON THE 24 MARCH 2023***

CONSENT TO ABRIDGEMENT OF TIME

The Chairperson noted that all persons entitled to vote were present personally, by nominee or by proxy and that those persons:

- (a) Consented to the convening and conduct of the meeting;
- (b) Consented to the proposing and, if thought fit, the passing of the motions referred to in the notice, as resolutions;
- (c) Waived any objection to short notice of the meeting

Notwithstanding that the period of notice of the meeting was less than that required under the Community Land Management Act 2021.

Consented to by:

Signed: _____

Name (Print): _____

ORIGINAL OWNER UNDERTAKING

GEORGES COVE (RESIDENCES) DP 271188

The Secretary
The Community Association - Deposited Plan No. 271188

In consideration of you refraining from levying the contributions referred to in the Community Land Management Act.

Tanlane Pty Limited the sole and Original Owner in Deposited Plan 271188 **HEREBY AGREES AND UNDERTAKES** that it will at its own expense perform the duties imposed upon the Community Association and attend to payment out of its own funds of all other outgoings that would properly be your responsibility under the Community Land Management Act 2021 **AND IT FURTHER AGREES** as follows:

1. **THAT** any monies paid by it pursuant to this agreement and undertaking shall not be repayable in any way by the Community Association; and
2. **THAT** its obligations under this agreement and undertaking remains in place until cancellation in writing by **Tanlane Pty Limited**.

Dated this _____ 2023

Tanlane Pty Limited Pty Ltd hereby execute the undertaking;

Director

Secretary

**THE OWNERS, FIRST MORTGAGEES AND COVENANT CHARGEES OF LOTS IN
COMMUNITY ASSOCIATION – DP NO. 271188**

**NOTICE OF THE INAUGURAL GENERAL MEETING OF THE OWNERS
DEPOSITED PLAN NO. 271188**

The Inaugural General Meeting of The Owners – Deposited Plan No. 271188 will be held on 24 March 2023 at the (Via Teams) offices of Whelan Property Group – 277 Pyrmont Street, Ultimo. The meeting will commence at 4:30 pm.

The Agenda for the meeting is:

1. That the Common Seal shown in the minute book of the Community Association be adopted as the Seal of the Community Association and that it be affixed to any deed, instrument or document in accordance with the Community Land Management Act 2021.
2.
 - (a) That Whelan Property Group Pty Limited be appointed as Managing Agent of the Community Association in accordance with Community Land Management Act 2021 for the period commencing on the date that this resolution is adopted and ending on the date of the First Annual General Meeting of the Community Association.
 - (b) That the Community Association delegate to Whelan Property Group Pty Limited the powers, authorities, duties and functions of the Community Association, its Association Committee and the Chairperson, Secretary and Treasurer of the Association Committee.
 - (c) That the Common Seal of the Community Association be affixed to the Agency Agreement tabled and being Exhibit "A" to the minutes of this meeting which incorporates the instruments of the appointment of and delegation to Whelan Property Group Pty Limited.
3. That the statement of the existing financial situation and estimated receipts and payments for the Administrative Fund and the Capital Works Fund tabled and being Attachment "B" to the agenda of this meeting be adopted.
4. That the Community Association note the terms of the undertaking by **Tanlane Pty Limited** the original owner, tabled and being Exhibit "C" to the agenda of this meeting, to perform at its own expense the duties imposed on the Community Association and meet all other outgoings until cancellation, providing 14 days' notice.

5. (a) That contributions be determined for the twelve month period commencing upon cancellation of the undertaking.
- (i) **Nil Levies (due to undertaking)** to the Administrative Fund in accordance with Section 83 and 84 of the Community Management Act 2021 and
- (ii) **Nil Levies (due to undertaking)** to the Administrative Fund in accordance with Section 83 and 84 of the Community Management Act 2021
- (b) That both contributions be paid in four equal quarterly instalments, the first such instalment being due and payable upon cancellation of the undertaking.
- (c) That both contributions be levied by notice from the Treasurer of the Community Association in accordance with Section 83 and 84 of the Community Land Management Act 2021.
6. That the Community Association note registration of the Deposited Plan on 09 March 2023.
7. That the Chairperson calls for nominations for the Association Committee and then determines the number of members that will constitute the committee.
8. That the Community Association notes the following insurance policies effected through CHU Underwriting Agencies Pty Ltd.
- | | |
|-------------------------|-----------------------------------|
| Insurance Company: | QBE Insurance (Australia) Limited |
| Premium Paid: | \$14,689.86 |
| Next Premium Due Date: | 01/02/2024 |
| Last Premium Paid Date: | 15/03/2023 |
| Community Property | \$3,000,0000 |
| Public Liability | \$30,000,000 |
| Voluntary Workers: | \$200,000/2,000 |
| Fidelity Guarantee: | \$100,000 |
| Office Bearers | \$1,000,000 |
9. That the Community Association adopt the Architectural Design Guidelines in the form of Architectural Design Guidelines as attached for the purposes of By-Law 1 of the Community Management Statement

Date of this Notice:

24 March 2023

Voting Instructions for the Inaugural General Meeting

Definitions

In this Notice, the following terms are defined to mean as follows:

- 'Act' – means the Community Land Management Act 2021.
- 'Regulations' – means the Community Land Management Regulations 2021.

Notice

Some parts of this notice are prescribed by the Act (Schedule 1). Motions submitted by any member of the Association entitled to vote, be accompanied by an explanatory note of no more than 300 words. Whelan Property Group considers it is helpful, prudent and in the best interests of transparency to include such notes with any motion on the notice of meeting.

Meeting Attendance

In person

- We recommend all owners attend general meetings of their scheme wherever possible to ensure they have input in relation to important decisions impacting the functioning of their Association. Often general meetings are called to put recommendations from the Association Committee to all owners for material matters that fall outside of the authority of the elected committee.
- You should ensure you read and bring a copy of this meeting notice and related supporting documents with you to the meeting along with any necessary writing materials for voting purposes.

By Proxy

- If you cannot attend the meeting, and are a representative of a subsidiary body (that is, a precinct or neighborhood association, or a strata corporation), then the Association Committee of that subsidiary body must appoint a proxy and affix the common seal to the proxy form.
- A proxy form is attached to the notice of this meeting. The representative cannot appoint (including transferring or conferring) another person as proxy to represent that subsidiary body.
- With respect to companies, a company which has appointed a company nominee who cannot attend the meeting, must appoint another person to be the proxy and affix the common seal to the proxy form.

Quorum

In accordance with Clause 16 of Schedule 1 to the Act, a quorum is deemed to be present in the following circumstances:

- a) if not less than one-quarter of the members of the association entitled to vote on the motion or election are present either personally or by duly appointed proxy;
- b) if not less than one-quarter of the total unit entitlement of the scheme is represented by the persons who are present either personally or by duly appointed proxy and who are entitled to vote on the motion or election;
- c) if there are 2 persons who are present either personally or by duly appointed proxy and who are entitled to vote on the motion or election, in a case where there is more than 1 member of the association and the quorum is calculated to be fewer than 2 persons.

- i. A person who has voted, or intends to vote, on a motion or at an election at a meeting by a permitted means other than a vote in person (e.g., by electronic vote) is taken to be present for the purposes of determining whether there is a quorum.
- ii. In the circumstances where no quorum is present within the next half-hour of the time fixed for the commencement of the meeting or is not present to consider motions that are the business of the meeting, the chairperson must:
 - a) adjourn the meeting for at least 7 days; or
 - b) declare those persons present, either personally or by duly appointed proxy and who are entitled to vote, to constitute the quorum for considering and voting on the motions and business of the meeting.

Voting Rights

- a) Each member of the precinct association, and each person entitled to a priority vote, has voting rights at the meeting which may be exercised:
 - i. only if the member or person is shown on the precinct roll; and if the member or person is a corporation
 - ii. only if the company nominee is shown on the precinct roll.
- b) Voting rights may be exercise at a meeting of a precinct association by a subsidiary body only by proxy.
- c) The voting rights of an owner or first mortgagee or covenant chargee of a precinct lot (other than a co-owner, mortgagee or covenant charge) may be exercised at the meeting:
 - i. unless the owner or first mortgagee or covenant chargee is a corporation – in person or by proxy; or
 - ii. if the owner, mortgagee or covenant charge is a corporation – only by the company nominee in person or by proxy.
- d) The voting rights or joint first mortgagees or joint covenant chargees of a precinct lot may be exercised at the meeting only by a proxy (who may be one of them) appointed by all of them jointly.
- e) The voting rights of co-owners of a precinct lot may not be exercised at the meeting by them individually but may be exercised:
 - i. by a proxy (who may be one of them) appointed by all of them jointly; or
 - ii. as provided in paragraph (f) below.
- f) If, on a vote of, at the meeting, the rights of co-owners of a precinct lot are not exercised by a proxy appointed under paragraph (e) above, one of them may act as such a proxy:
 - i. if the other co-owners are absent or such of them as are present give their consent; or
 - ii. if paragraph (i) does not apply – if he or she is the owner first named on the precinct roll as one of the co- owners.
- g) If there are owners of successive estates in a precinct lot, only the owner of the first estate may vote at the meeting.
- h) If the owner of a Community lot holds it as trustee, a person beneficially entitled may not vote at the meeting.
 - i. In the determination of an election for the association committee or appointment of a managing agent, the value of the vote of an original owner who holds not less than half of the total unit entitlement, is to be reduced by two-thirds, ignoring any fraction.

- i) If a poll vote is demanded by a person present and entitled to vote, the value of the vote of an original owner who holds not less than half of the total unit entitlement, is to be reduced by two-thirds, ignoring any fraction.
- j) The developer of a scheme is not entitled to vote, or exercise a proxy vote, on a matter concerning building defects in, or rectification of building defects in, building work as noted in Clause 14 (2) of Schedule 1 to the Act.

Types of Resolutions

The different types of resolutions are:

- Ordinary resolution means a resolution is passed:
 - except on a poll – by a majority in number of the votes cast; and
 - on a poll – by a majority in value of the votes cast.
- Special resolution means a resolution which is passed and against which not more than 25% in value of votes is cast.
- Sustainability infrastructure resolution means a resolution that specifically relates to sustainability infrastructure, as defined in Section 125 (2) of the Act, which is passed if “less than 50% are against the resolution” [Section 5 (1) (b) (ii)]. This type of resolution, as it involves changes to association property would normally require a special resolution. A sustainability infrastructure resolution may deal with not just the change to association property but also a resolution for the financing of the sustainability infrastructure and any proposed resolution to amend the management statement of the association and its by-laws for the purpose of installing sustainability infrastructure.
- Unanimous resolution means a resolution passed without a vote being cast against it.

Payment of Contributions

A member of the association cannot vote on a motion for an ordinary or special resolution, or move a motion for consideration at a meeting or nominate a candidate for election to the association committee unless the following amounts, payable as at the date of the notice of meeting, have been paid before the meeting:

- all contributions levied on the member by the Community Association, and
- any other money recoverable from the member by the Community Association.

Insurance Disclosures

Whelan Property Group an authorised representative of CHU Underwriting Agencies Pty Ltd, Austbrokers Sydney Pty Ltd, & Coverforce

Whelan Property Group and its staff are qualified to give general advice and factual information about insurance, not personal advice. If the Association requires specialist insurance advice the Whelan Property Group can refer the Association to an insurance advisor. If the Managing Agent recommends that your building insurance should be placed with Insurers, the Association acknowledges and agrees that the recommendation is general advice (not personal advice).

Election of Association Committee

Please refer to the agenda for details about how the Association Committee election will be conducted and who is eligible to nominate.

**INAUGURAL GENERAL MEETING
OF THE OWNERS – DEPOSITED PLAN NO. 271188
HELD ON THE 24 MARCH 2023**

CONSENT TO ABRIDGEMENT OF TIME

The Chairperson noted that all persons entitled to vote were present personally, by nominee or by proxy and that those persons:

- (a) Consented to the convening and conduct of the meeting;
- (b) Consented to the proposing and, if thought fit, the passing of the motions referred to in the notice, as resolutions;
- (c) Waived any objection to short notice of the meeting

Notwithstanding that the period of notice of the meeting was less than that required under the Community Land Management Act 2021.

Consented to by:

Signed: _____

Name (Print): _____

**THE OWNERS, FIRST MORTGAGEES AND COVENANT CHARGEES OF LOTS IN
DEPOSITED PLAN 271188 | GEORGES COVE RESIDENCES**

NOTICE OF AN ASSOCIATION COMMITTEE MEETING

The Association Committee of the Owners – Deposited Plan No 271188 will hold a meeting on 24 March 2023 at the offices of Whelan Property Group – 277 Pyrmont Street, Ultimo. To be held immediately following the Inaugural General Meeting.

AGENDA

(a) Attendance, Voting Rights and Apologies.

1. That the Secretary, Treasurer and Chairperson of the Association Committee be appointed.
2. Meeting closure.

Date of this notice:

24 March, 2023

Note

* An owner or the nominee of a corporate owner can attend the Association Committee meeting but cannot address the meeting unless the committee agrees.

ORIGINAL OWNER UNDERTAKING

GEORGES COVE (RESIDENCES) DP 271188

The Secretary

The Community Association - Deposited Plan No. 271188

In consideration of you refraining from levying the contributions referred to in the Community Land Management Act.

Tanlane Pty Limited the sole and Original Owner in Deposited Plan 271188 HEREBY **AGREES AND UNDERTAKES** that it will at its own expense perform the duties imposed upon the Community Association and attend to payment out of its own funds of all other outgoings that would properly be your responsibility under the Community Land Management Act 2021 **AND IT FURTHER AGREES** as follows:

1. **THAT** any monies paid by it pursuant to this agreement and undertaking shall not be repayable in any way by the Community Association; and
2. **THAT** its obligations under this agreement and undertaking remains in place until cancellation in writing by **Tanlane Pty Limited**.

Dated this _____ 2023

Tanlane Pty Limited Pty Ltd hereby execute the undertaking

Director

Secretary



28 Oct 2025

Attn: The Owners - DP 271188
"Georges Cove"
55 Shoreline Road
MOOREBANK, NSW, 2170

RE: DP 271188 | "Georges Cove" | 55 Shoreline Road, MOOREBANK, NSW, 2170

NOTICE + AGENDA OF ANNUAL GENERAL MEETING

Dear Owners,

We write as the Managing Agents of the above-mentioned Community Association scheme, in relation to Notice of Annual General Meeting to be convened **11:00 AM Wednesday, 26 November 2025**.

Microsoft Teams Need help?

Join the meeting now

Meeting ID: 422 150 750 132 6
Passcode: qk6Ya7Xk

Tabled at this meeting is:

- Budget and Levies for this financial year
- Nomination and Election of the Association Committee for the ensuing year
- Statutory motions as per the *Community Land Management Act 2021*

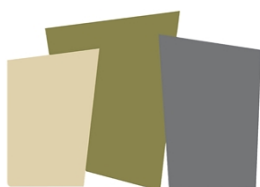
We look forward to seeing you at the meeting, however if you are unavailable to attend on the above listed date, please may you fill and return the proxy form enclosed in the agenda pack.

Should you have any concerns or queries, please contact your Community Association Manager on 02 9219 4111 or tiarne@whelanproperty.com.au

Yours Faithfully,

WHELAN PROPERTY GROUP PTY LTD





WHELAN PROPERTY GROUP
STRATA MANAGEMENT SERVICES

PO Box 75, STRAWBERRY HILLS NSW 2012

T: 02 9219 4111

E: strata@whelanproperty.com.au

www.whelanproperty.com.au



**ATTENTION: THE OWNERS, FIRST MORTGAGEES AND COVENANT CHARGEES OF LOTS IN
DP 271188 | "Georges Cove" | 55 Shoreline Road, MOOREBANK, NSW, 2170**

**NOTICE OF THE ANNUAL GENERAL MEETING OF
THE OWNERS - DP NO. 271188**

Meeting Title	Annual General Meeting
DP Number	271188
Date	Wednesday, 26 November 2025
Venue	Via Videoconference on MS Teams (online) - Teams Meeting, LINK: Microsoft Teams Need help? Join the meeting now Meeting ID: 422 150 750 132 6 Passcode: qk6Ya7Xk
Start Time	11:00 AM
Participants	Owners, Whelan Property Group

Agenda

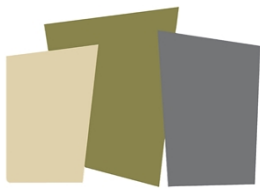
Item	Description
1	Previous Minutes
2	Financial Statements
3	Appointment of an Auditor
4	Budget & Levies
4.1	Budget
4.2	Levies (Current Period 2025-2026)
4.3	Levies (Next Period 2026-2027)
4.4	Levy Notices
5	Recovery of Unpaid Levies
6	Renewal of Insurances
7	Building Insurance Valuation
8	Whelan Property Group Commissions Disclosure

WHELAN PROPERTY GROUP PTY LTD offices:

277 PYRMONT STREET, ULTIMO LEVEL 1, 91 MERRYLANDS ROAD, MERRYLANDS NSW 2160

Liability limited by a scheme approved under Professional Standards Legislation. ABN: 28 116 912 488

Page 2



WHELAN PROPERTY GROUP
STRATA MANAGEMENT SERVICES

PO Box 75, STRAWBERRY HILLS NSW 2012

T: 02 9219 4111

E: strata@whelanproperty.com.au

www.whelanproperty.com.au



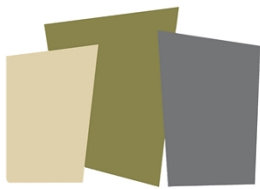
9	Annual Fire Safety Statement
10	Capital Works Fund Forecast
11	Association Committee Election
12	Restricted Matters
13	Electronic Voting by means of Email or Other
14	Contractor Agreements
15	Strata Management Agency Agreement
16	General Business
16.1	Parking Concerns within the Community Association
16.2	Gardening and Landscaping Concerns
16.3	Waste Disposal Concerns
17	Next Annual General Meeting

WHELAN PROPERTY GROUP PTY LTD offices:

277 PYRMONT STREET, ULTIMO LEVEL 1, 91 MERRYLANDS ROAD, MERRYLANDS NSW 2160

Liability limited by a scheme approved under Professional Standards Legislation. ABN: 28 116 912 488

Page 3



WHELAN PROPERTY GROUP
STRATA MANAGEMENT SERVICES

PO Box 75, STRAWBERRY HILLS NSW 2012

T: 02 9219 4111

E: strata@whelanproperty.com.au

www.whelanproperty.com.au



A. MEETING ATTENDANCE

Attendance, Apologies, Proxies and Voting Rights (Disclosures).

1 Previous Minutes

MOTION: That the minutes of the last general meeting of the Community Association held on 11/04/2025 be confirmed as a true record and account of the proceedings of that meeting.

Motion Explanation:

The motions confirms the accuracy of the minutes (Clause 7(1) (a) Schedule 1) of the Community Land Management Act 2021.

2 Financial Statements

MOTION: That the unaudited financial statements, including the key financial information for the Administrative Fund, Capital Works Fund for the period ending 31/03/2025 circulated with this agenda, be adopted.

Motion Explanation: The key financial statements show the financial activities and position of the strata scheme and must be tabled and adopted at every Annual General Meeting. (Clause 8(b) Schedule 1 of the Community Land Management Act 2021).

3 Appointment of an Auditor

MOTION: That the Owners Corporation appoint an Auditor for the financial period ending 31/03/26

Motion Explanation:

All Owners Corporations with a budget, comprising of all forecast expenses, levies and funds held in trust exceeding \$250,000 must obtain an audit each financial year. ((Clause 9(c) Schedule 1 of the Strata Schemes Management Act 2015).

4 Budget & Levies

4.1 Budget

MOTION: That the levy contributions be determined in accordance with Section 83 & 88 of the Community Land Management Act 2021 for the 12-month period set out in the budget circulated with the agenda.

Motion Explanation:

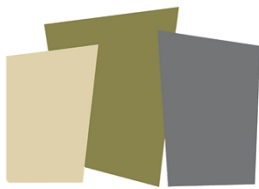
The Act requires that the Community Association to estimate and then decide the amounts of money it will need for the administrative and capital works funds.

WHELAN PROPERTY GROUP PTY LTD offices:

277 PYRMONT STREET, ULTIMO LEVEL 1, 91 MERRYLANDS ROAD, MERRYLANDS NSW 2160

Liability limited by a scheme approved under Professional Standards Legislation. ABN: 28 116 912 488

Page 4



WHELAN PROPERTY GROUP
STRATA MANAGEMENT SERVICES

PO Box 75, STRAWBERRY HILLS NSW 2012

T: 02 9219 4111

E: strata@whelanproperty.com.au

www.whelanproperty.com.au



4.2 Levies (Current Period 2025-2026)

MOTION: That the Community Association determines the following amounts to be levied 4 instalments:

- Administrative Fund \$132,000.00 per annum
- Capital Works Fund \$13,750.00 per annum

Community Association is currently registered for GST.

Qtr	Levy Due	Year	Issued	Administration	Capital Works	Total
1	1st April	2025	No	\$0.00	\$0.00	\$0.00
2	1st July	2025	No	\$0.00	\$0.00	\$0.00
3	1st October	2025	No	\$66,000.00	\$6,875.00	\$72,875.00
4	1st January	2026	No	\$66,000.00	\$6,875.00	\$72,875.00
				\$132,000.00	\$13,750.00	\$144,500.00

Please note regarding the proposed budget for FY25-26:

Previously, the Developer [Mirvac] covered invoices for maintenance items. However, now that over a third of the lots have been sold and settled, the responsibility for future repairs and maintenance rests with the lot owners of the Community Association.

As such the Budget has been drafted for the Owners Corporation to cover the expenditure of the Community Association plan moving forward.

IMPORTANT: *As the two quarters for the 2025-2026 financial year (due April 2025 and July 2025) have passed in the undertaking period, with maintenance items responsibility on the developer, the April 2025 and July 2025 quarter have not had levies issued.*

As such the full impact of the adopted budget increase, required to cover the total expected expenditure for the financial year, will be incorporated into the October 2025 and January 2026 quarters. (the final two quarters of the FY25-26).

Motion Explanation:

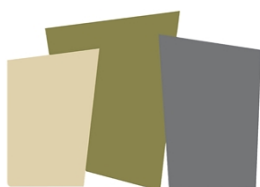
The levies are required to fund all maintenance, repair and replacement of common property and all other expenses incurred by the Owners Corporation. The Strata Manager prepares a budget for tabling at the Annual General Meeting each year, using the previous year's expenses and the Capital Works Fund 10 year plan as a guide

WHELAN PROPERTY GROUP PTY LTD offices:

277 PYRMONT STREET, ULTIMO LEVEL 1, 91 MERRYLANDS ROAD, MERRYLANDS NSW 2160

Liability limited by a scheme approved under Professional Standards Legislation. ABN: 28 116 912 488

Page 5



WHELAN PROPERTY GROUP
STRATA MANAGEMENT SERVICES

PO Box 75, STRAWBERRY HILLS NSW 2012

T: 02 9219 4111

E: strata@whelanproperty.com.au

www.whelanproperty.com.au



4.3 Levies (Next Period 2026-2027)

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

- Administrative Fund \$ 66,000.00 per quarter
- Capital Works Fund \$ 6,875.00 per quarter

Qtr	Levy Due	Year	Issued	Administration	Capital Works	Total
1	1st April	2026	No	\$66,000.00	\$6,875.00	\$72,875.00
2*	1st July	2026	No	\$66,000.00	\$6,875.00	\$72,875.00
3*	1st October	2026	No	\$66,000.00	\$6,875.00	\$72,875.00
4*	1st January	2027	No	\$66,000.00	\$6,875.00	\$72,875.00
				\$264,000.00	\$27,500.00	\$291,500.00

****IMPORTANT:*** Please take the above tabled amounts as indicative only for quarters 2, 3 and 4, as the above levy instalments are subject to change per budget to be tabled and resolved at the upcoming Annual General Meeting for Financial year **1st April 2026 – 31st March 2027**

Motion Explanation:

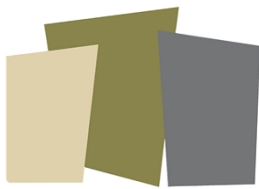
That the Administrative Fund and Capital Works Fund contributions be continued at quarterly intervals until further determined per budget to be tabled and resolved at the upcoming Annual General Meeting for Financial year 1st April 2026 – 31st March 2027

4.4 Levy Notices

MOTION: That both contributions be levied by notice from Whelan Property Group Pty Limited as the delegated Treasurer of the Community Association in accordance with Section 58(1) the Community Land Management Act 2021.

Motion Explanation:

The levies are required to fund all maintenance, repair and replacement of common property and all other expenses incurred by the Owners Corporation.



WHELAN PROPERTY GROUP
STRATA MANAGEMENT SERVICES

PO Box 75, STRAWBERRY HILLS NSW 2012

T: 02 9219 4111

E: strata@whelanproperty.com.au

www.whelanproperty.com.au



5 Recovery of Unpaid Levies

Motion: That the Association resolve, pursuant to Section 91 of the *Community Land Management Act 2021* (NSW), to authorise the Community Managing Agent (or the Association's delegated representative) to take such action as may be necessary to recover unpaid contributions, interest, and reasonable expenses of recovery, subject to compliance with the following requirements:

Legislative Compliance Requirements

- Financial Hardship Information Statement – Each contribution notice issued must include the approved Financial Hardship Information Statement in accordance with the Act and Regulations (referencing obligations related to Section 90 and the Community Land Management Regulation 2021).
- Offer of Payment Plan – Before commencing recovery action, the Association (through the Community Managing Agent) must offer the member the opportunity to enter into a payment plan in the prescribed form (Section 90(1)(c) and Section 91(4)).
- Consideration of Payment Plan Requests – Any request for a payment plan must be considered by the Association Committee (or the Association, as appropriate), and if refused, written reasons must be provided to the member within 28 days (Section 90(5) and the Community Land Management Regulation 2021).
- No Action During Compliance with Payment Plan – No debt recovery proceedings are to be commenced or continued for amounts subject to an active payment plan that the member is complying with.
- Notice of Intended Action – A minimum of 30 days' written notice must be given to the member before commencing any recovery proceedings (Section 91(4)).
- Application of Payments – Payments received are to be applied in the prescribed order, as generally required by the principles underpinning the legislation: a. outstanding contributions (oldest first) b. interest, and c. recovery costs.
- Recovery Costs – Only reasonable recovery expenses, or those permitted or ordered by a court or tribunal, may be added to the member's account (Section 91(3)).
- Delegation to Community Managing Agent – The Community Managing Agent is authorised to instruct the Association's legal representatives or debt-recovery agents to take recovery action in accordance with this resolution and the Act.

Motion Explanation:

Section 91 of the Community Land Management Act 2021 (NSW) allows the Association to recover unpaid contributions, together with interest and reasonable expenses of recovery, as a debt in a court or the Tribunal. Section 90 of the Act provides for interest on unpaid contributions and for the Association to resolve to enter into payment plans for overdue contributions.

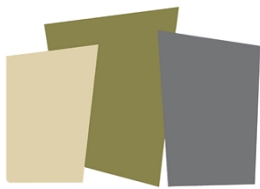
This motion ensures that the Association's recovery processes comply with legislative obligations by formally requiring the offer and consideration of payment plans, providing sufficient notice, and adhering to the prescribed recovery process before taking legal action.

WHELAN PROPERTY GROUP PTY LTD offices:

277 PYRMONT STREET, ULTIMO LEVEL 1, 91 MERRYLANDS ROAD, MERRYLANDS NSW 2160

Liability limited by a scheme approved under Professional Standards Legislation. ABN: 28 116 912 488

Page 7



WHELAN PROPERTY GROUP
STRATA MANAGEMENT SERVICES

PO Box 75, STRAWBERRY HILLS NSW 2012

T: 02 9219 4111

E: strata@whelanproperty.com.au

www.whelanproperty.com.au



6 Renewal of Insurances

MOTION: That in accordance with Clause 8(d) of Schedule 1 and Section 148 of the Community Land Management Act 2021 and By-Law 13 of the Community Management Statement, the insurance policies currently in force be confirmed, varied, or extended.

Motion Explanation:

This motion enables Whelan Property Group to renewal insurances on behalf of the Owners Corporation as per the insurance broker's recommendations in the absence of instructions from the Strata Committee.

7 Building Insurance Valuation

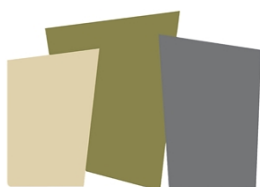
MOTION: That, pursuant to Section 150 of the Community Land Management Act 2021 (NSW), the Community Association resolves to obtain a valuation of all buildings and structures required to be insured under the Act. Such valuations are to be carried out by a qualified valuer as prescribed by the Regulations and are to be updated at least once every five years to ensure insurance coverage remains adequate.

Motion Explanation:

Section 150 of the Community Land Management Act 2021 (NSW) requires that the Community Association obtain a valuation of any building or structure that is required to be insured under the Act at least once every five years.

The valuation must be conducted by a person with the qualifications prescribed by the Regulations. This ensures that the Association maintains adequate insurance cover reflecting the current replacement value of all insured buildings and structures.

The resolution formalises the Association's compliance with this requirement and enables the committee to engage a qualified valuer to carry out the valuation.



WHELAN PROPERTY GROUP
STRATA MANAGEMENT SERVICES

PO Box 75, STRAWBERRY HILLS NSW 2012

T: 02 9219 4111

E: strata@whelanproperty.com.au

www.whelanproperty.com.au



8 Whelan Property Group Commissions Disclosure

Motion: That the Association note a report by the Whelan Property Group, in regards to the commissions that have been paid in the last year and those commissions likely to be paid to the managing agent in the coming year.

Commissions received that have been paid to Whelan Property Group in the last 12 months are as follows:

COMMISSIONS DISCLOSURE Pursuant to Schedule 1, Part 2(8)(g) of the Community Land Management Act 2021	
Commission provider:	Coverforce
Nature of gift or other benefit:	Insurance Commission
Estimated amount or value of benefit and how calculated:	\$ \$713.13+GST, for 2024-2025
Connection with the provision of the managing agent's functions or services:	Obtaining quotations and placing insurance coverage and managing the insurance affairs of the Strata Scheme
Nature of the relationship between provider and managing agent;	Distributors agreement as disclosed in the SCA Management Agency Agreement.
Why the approval is in the Owners Corporation's best interest;	Gives WPG the ability to minimise management fees for the Owners Corporation.
Statement that accepting this gift or other benefit will not contravene Clause 11 of Schedule 1 of the Property and Stock Agents Regulation 2022 (NSW) and reasons why i.e. that acceptance does not create a conflict of interest and why;	- Full disclosure of any commissions received. - Owners Corporation approval for the insurance policy selection. - Ensuring that insurance choices are based purely on the best coverage and pricing for the Owners Corporation, not on commission incentives.

It is anticipated that similar commissions will be received in the ensuing year.

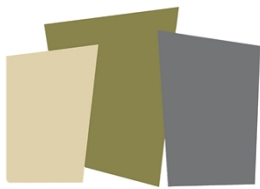
***Motion Explanation:** Pursuant to Section 8 (g) of Schedule 1 to the Act, a form of motion must be included in the AGM to disclose commissions paid to the Whelan Property Group and those commissions likely to be payable to the managing agent in the next 12 months*

WHELAN PROPERTY GROUP PTY LTD offices:

277 PYRMONT STREET, ULTIMO LEVEL 1, 91 MERRYLANDS ROAD, MERRYLANDS NSW 2160

Liability limited by a scheme approved under Professional Standards Legislation. ABN: 28 116 912 488

Page 9



WHELAN PROPERTY GROUP
STRATA MANAGEMENT SERVICES

PO Box 75, STRAWBERRY HILLS NSW 2012

T: 02 9219 4111

E: strata@whelanproperty.com.au

www.whelanproperty.com.au



9 Annual Fire Safety Statement

Motion: That the Community Association considers the Annual Fire Safety Statement and determine any action required.

Motion: Further, that the Community Association authorise the Strata Managing Agent, and/or Association Committee representatives, to sign such document as may be necessary in relation to the lodgment of the next Annual Fire Safety Statement (completed by a competent fire safety practitioner in accordance with the *Environmental Planning and Assessment Amendment (Fire Safety and Building Certification)* Regulation 2017. This includes, but is not limited to, executing the Annual Fire Safety Statement and any other associated documents specific to Council requirements and includes affixing the Common Seal of the Community Association.

10 Capital Works Fund Forecast

Motion: That the Owners Corporation resolve to authorise and instruct Whelan Property Group Pty Limited to obtain an updated Capital Works Fund Forecast/ Updated 10-year plan.

- Last report obtained on: **NIL ON FILE**

***Motion Explanation:** Pursuant to Section 83 of the Act, the Community Association is required to prepare estimates for contributions to its funds, which subsequently necessitates a capital works fund plan. This section specifies that the association must prepare estimates of the amounts to be credited to the capital works fund, taking into account anticipated expenditure. Consequently, the requirement to prepare these estimates for the capital works fund necessitates a forward-looking approach to anticipate future expenditure.*

11 Association Committee Election

Motion: That written and oral nominations be received at this meeting for election to the Association Committee.

- Call for nominations for members of the Association Committee (and table any written nominations)
- Candidates for election to the Association Committee disclose any “connections” with the original owner (developer) in accordance with the Act.
- Ensure that the candidates for election to the Association Committee disclose any pecuniary interests, connections with the original owner or Building Manager for the scheme
- Determine the number of members of the Association Committee, and
- Elect the Association Committee.

Motion Explanation:

Association Committee Election Requirements

The Community Land Management Act 2021 requires every Community Association to elect an Association Committee. The Regulations prescribe the process: nominations must first be called, and once the chairperson declares nominations closed, the association must resolve the size of the committee.

For an association with more than three members, the committee must consist of the number of persons determined by the association, but:

1. *it cannot exceed the total number of members of the association, and*
2. *it cannot exceed 15 members.*

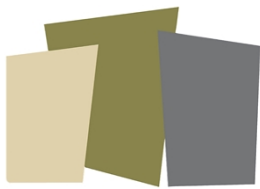
If the number of candidates is equal to or fewer than the decided committee size, those candidates are automatically elected. If the number exceeds the decided size, a ballot is required. While a poll may be called to determine the size of the committee, the election itself is not conducted by poll.

Instead:

- *each subsidiary body has one vote, and*
- *a person entitled to vote in respect of development lots has one vote per development lot, subject to the rule that if the voter continues to own at least half of the total number of development and former development lots, their entitlement is reduced to one-third.*

If the association has three members or fewer, Section 31 of the Act provides that the members' nominees automatically comprise the committee.

A record of how nominations were received should be included in the minutes. This is important because Section 38 sets out circumstances in which a committee member is deemed to have vacated office—for example, if their nominator ceases to be a member of the association or withdraws the nomination.



WHELAN PROPERTY GROUP
STRATA MANAGEMENT SERVICES

PO Box 75, STRAWBERRY HILLS NSW 2012

T: 02 9219 4111

E: strata@whelanproperty.com.au

www.whelanproperty.com.au



Finally, under Section 35(1)(d), a person connected with the original owner is ineligible for election to the committee unless certain statutory conditions are met.

12 Restricted Matters

Motion: That the Community Association resolves to determine any additional restrictions, to those in the Community Land Management Act, in regard to what matters may be determined only at a general meeting of the Association.

Motion Explanation:

Clause 8 (i) of Schedule 1 to the Act requires that the Community Association to decide which matter, if any, may be determined only at a general meeting of the Association.

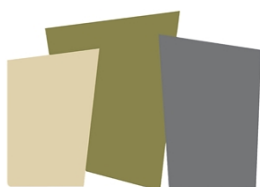
13 Electronic Voting by means of Email or Other

Motion: That, pursuant to Schedule 1, clause 27(3) and Schedule 2, clause 8(3) of the Community Land Management Act 2021 (NSW), the Association resolves that notices for meetings of the Association and the Association Committee may specify one or more of the following ways of voting:

1. Voting by electronic means while participating in the meeting;
2. Pre-meeting electronic voting for a meeting of the Association, where such pre-meeting electronic voting has been adopted by resolution of the Association; and
3. Pre-meeting electronic voting for a meeting of the Association Committee, where such pre-meeting electronic voting has been adopted by resolution of the Association Committee.

Motion Explanation:

The resolution ensures flexibility in participation and voting, enabling members and committee members to vote electronically, either during or before the meeting, in accordance with the Act.



WHELAN PROPERTY GROUP
STRATA MANAGEMENT SERVICES

PO Box 75, STRAWBERRY HILLS NSW 2012

T: 02 9219 4111

E: strata@whelanproperty.com.au

www.whelanproperty.com.au



14 Contractor Agreements

Motion: That the Community Association resolves to consider to enter into agreements with the following contractors and for their services as listed below;

SERVICE CATEGORY	MIRVAC	FREQUENCY	RATE	MONTHLY	YEARLY
Cleaning	Greenview Construction	3x per week	\$260 per visit	\$3,120.00	\$37,440.00
Garden and landscaping maintenance	Distinctive Landscapes	2 x per fortnight	\$2400 per fortnight	\$4,800.00	\$57,600.00
Verge Maintenance	DRH COMFAC	1 x month	\$2400 per month	\$2,400.00	\$28,800.00
Pool Maintenance	Pump and Pool People	3x per week	\$180 per visit	\$2,160.00	\$25,920.00

15 Strata Management Agency Agreement

Motion: That the Community Association resolves to appoint Whelan Property Group Pty Ltd as the Community Land Managing Agency for a further 3 years and that the Common Seal be affixed pursuant to Section 124(1)(a) of the *Community Land Management Act 2021* to the Agency Agreement circulated with the agenda, which incorporates instruments appointing Whelan Property Group Pty Ltd and delegating the powers, authorities, duties, and functions referred to therein.

Motion Explanation:

This motion is for the Community Association to renew the appointment of Whelan Property Group Pty Ltd as the Managing Agent, and delegating to them all of the functions of the Community Association, its Association Committee, or the other office holders, in accordance with Section 56 of the Community Land Management Act 2021.

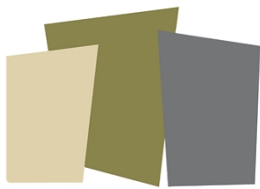
16 General Business

16.1 Parking Concerns within the Community Association

Motion: That the Community Association discuss and determine further in relation to parking concerns within the Community Association property.

16.2 Gardening and Landscaping Concerns

Motion: That the Community Association discuss and determine further in relation to gardening and landscaping concerns.



WHELAN PROPERTY GROUP
STRATA MANAGEMENT SERVICES

PO Box 75, STRAWBERRY HILLS NSW 2012

T: 02 9219 4111

E: strata@whelanproperty.com.au

www.whelanproperty.com.au



16.3 Waste Disposal Concerns

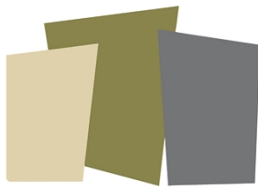
Motion: That the Community Association discuss and determine further in relation to waste disposal concerns

17 Next Annual General Meeting

Motion: That the Owners Corporation resolve to schedule the next Annual General Meeting for the Financial Year ending **31st March 2026**.

Motion Explanation: This motion proposes to set a provisional date for the next Annual General Meeting to assist in long-term planning for the Owners Corporation and its members. This date is a guide and can be subject to change if required, in accordance with the relevant legislation.

Date of this notice: 28 Oct 2025



WHELAN PROPERTY GROUP
STRATA MANAGEMENT SERVICES

PO Box 75, STRAWBERRY HILLS NSW 2012

T: 02 9219 4111

E: Community@whelanproperty.com.au

www.whelanproperty.com.au



APPENDIX 1: GENERAL MEETING ADVICE

Community Manager

Your Community Association Manager is **Tiarne Wood**. If you have any questions regarding this notice, please contact your manager on (02) 9219 4111 or email tiarne@whelanproperty.com.au.

Attending the Meeting or Voting by Proxy

Please bring the above Agenda with you to the meeting. If you cannot attend the meeting and you wish to cast a vote (on any or all of the above Motions), please complete the enclosed Proxy Appointment Form and return it to Whelan Property Group no later than 24 hours before the commencement of the meeting.

Voting Instructions for General Meeting

You can exercise your voting rights at the meeting in person or by proxy (Proxy Appointment Form enclosed with this Agenda). If you are a Corporation your voting rights may be exercised only by your Company Nominee in person, or by the proxy appointed by the Corporation.

You (or your Company Nominee, if applicable) cannot vote on a motion for an ordinary or special resolution unless you are considered financial i.e. the following amounts have been paid in full prior to the meeting:

- All contributions levied by the Community Association that are payable at the date of this notice; and
- Any other money that is recoverable by the Community Association from you at the date of this notice.

If you are an Owner, you cannot vote if a vote is cast by:

- The Mortgagee shown on the Community roll for your lot;
- The Covenant Chargee shown on the Community roll for your lot; or
- In the case of multiple Mortgagees or Covenant Chargees - the priority Mortgagee or Chargee shown on the Community roll for your lot.

Resolutions

For voting purposes:

- An ordinary resolution is passed if the majority of the votes cast are in favour of the motion;
- A special resolution is passed if not more than 25% of votes cast (based on the unit entitlement of the voter) are cast against it.
- A unanimous resolution is passed if no vote is cast against it.

Quorum (Meeting Validity)

For a meeting to be considered valid, 25% of owners who are financial must be present either in person or by proxy. This is determined on units of entitlement.

And:

The minimum number of participants for a meeting to be considered valid is two lots who are financial, subject to the 25% quorum rule.

WHELAN PROPERTY GROUP PTY LTD offices:

277 PYRMONT STREET, ULTIMO

460 CHURCH STREET, NORTH PARRAMATTA

Liability limited by a scheme approved under Professional Standards Legislation. ABN: 28 116 912 488

**ATTENTION: THE OWNERS, FIRST MORTGAGEES AND COVENANT CHARGEES OF LOTS
IN COMMUNITY ASSOCIATION 271188 | "GEORGES COVE"**

MINUTES OF THE FIRST ANNUAL GENERAL MEETING OF THE OWNERS – COMMUNITY ASSOCIATION 271188	
Meeting Title	First Annual General Meeting
Deposited Plan Number	271188
Date & Venue	Thursday 11 th April 2024 via MS Teams
Start Time	10:00 AM
Finish Time	10:30 AM
Present	Lot/s: 7, 10, 12, 13, 14, 15, 16, 21, 22, 23, 25, 36, 37, 38, 41, 65, 66, 93, 97, 98, 104, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129.
In Attendance	Jackson Perks and Nick Vrontas - Mirvac Chris Whelan and Elizabeth Avery – Whelan Property Group
Chairperson	Chris Whelan – Whelan Property Group

a. Attendance, Proxies, Voting Rights and Apologies.

- RESOLVED That the minutes of the previous General Meeting be adopted.
- RESOLVED That the Community Association confirmed the insurances currently in place.
- RESOLVED that in accordance with Schedule 1 of the Community Land Management Act 2021 for the next 12-month period, commencing from the termination of the undertaking. Contributions shall be payable in four (4) equal instalments:
 - Administrative Fund: \$170,500.00, including GST.
 - Sinking Fund: \$49,500.00, including GST.

And that the first levy instalment due in the next financial year shall be payable quarterly until re-determined by the Community Association. The amounts for each quarter shall be:

- Administrative Fund: \$42,625.00 per quarter, including GST.
 - Sinking Fund: \$12,375.00 per quarter, including GST.
- RESOLVED That Whelan Property Group is confirmed as the Community Association managers in accordance with Section 53 of the Community Land Management Act 2021.
 - RESOLVED that no matters, may be determined only at a general meeting of the association.

6. RESOLVED that bylaws were not added, amended, or revoked, including by-laws controlling, prohibiting, or otherwise regulating the passage of persons through, and the activities of persons upon, private access ways and, to an extent not inconsistent with the Community Land Management Act 2021 or any other Act or law, open access ways.
7. RESOLVED that the Community Association reviewed and confirmed the Units of Entitlements and advised that any changes will be registered upon completion of the Community Association as per schedule 3 Section 14 of the *Community Land Management Act 2021*.
8. RESOLVED that confirmation of the appointment of an auditor for the next financial year be adopted after the termination of the levy undertaking currently in place by the original owner.
9. RESOLVED That the Community Association acknowledge that they have received the documents as per section 7 of the Community Land Management Regulation 2021.
10. RESOLVED That the Community Association considered the initial maintenance schedule which outlines the maintenance requirements associated with the association, and authorises the Strata Manager, Association Committee to enforce the required maintenance schedule.
11. RESOLVED That, in accordance with Sections 30 and 32 Clause 7 (1)(b) of Schedule 1, the number of members of the Association Committee of the Community Association be 1 and that the following members were elected.

Jackson Perks acting on behalf of MIRVAC Pty Ltd "Tanlane Pty Limited"

12. RESOLVED To acknowledge the commitment by MIRVAC Pty Ltd, the original owner, until a 30-day notice of termination is provided

Meeting Notes:

The Lot Owners raised the matter of the airbridge and inquired about its completion date. Representatives from MIRVAC advised that this issue is currently in the hands of the council. The owners present at the meeting were encouraged to write to the council to help expedite the process.

Concerns were also raised by Lot Owners regarding the use of community facilities by non-residents once the building is completed. There was a question about whether a fence would be installed to deter non-residents. Whelan Property Group (WPG) inquired whether a swipe card system could be implemented upon the building's completion to address this issue.

Furthermore, Lot Owners expressed a desire to hold community meetings outside of business hours to boost participation. WPG confirmed that, now the scheme has been established, they will work with the majority of the owners to schedule and discuss any matters related to the community association at more convenient times.

Action items:

- Coordinate the scheduling of the next meeting outside of business hours to accommodate attendees' availability
- Ensure the distribution of meeting notifications in electronic format for easier access and attendance

ANNUAL REPORTS

for the financial year to 31/03/2025

Community Association 271188
Georges Cove, 55 Shoreline Road,, MOOREBANK NSW 2170
Manager: Tiarne Wood

	Page
Statement of Key Financial Information	1
Balance Sheet - Detailed	3
Income & Expenditure Statement	4
Detailed Expenses	5

Statement of Key Financial Information

Approved form: Community Land Management Act 2021 (Section 98)

DP 271188

Georges Cove, 55 Shoreline Road,, MOOREBANK NSW 2170

Name of Fund: **Administrative Fund**

Reporting Period: 1/04/2024 to 31/03/2025 \$

Balance carried forward from previous reporting period:	(109.80)	
Total income received during reporting period:	7,012.30	(2)
Total interest earned by fund during reporting period:	0.00	(3)
Total contributions paid during reporting period:	0.00	
Total unpaid contributions payable for reporting period:	0.00	(4)
Total expenditure for maintenance during reporting period:	7,496.08	(5)
Total expenditure for administration costs during reporting period:	0.00	
Balance of Fund at end of reporting period:	(1,227.88)	

List of principal items of expenditure proposed for next reporting period: (6)

Admin--Accounting	1,000.00
Admin--Agent Disbursements	1,000.00
Admin--Agent Disburst--Additional Fees	2,000.00
Admin--Legal & Debt Collection Fees	500.00
Admin--Management Fees--Standard	32,000.00
Admin--Taxation Services	600.00
Insurance--Building Valuation	500.00
Insurance--Premiums	12,000.00
Maint Bldg--Cleaning--Contracts	30,000.00
Maint Bldg--General Repairs	5,000.00
Maint Bldg--Locks, Keys & Card Keys	1,000.00
Maint Bldg--Plumbing & Drainage	5,000.00
Maint Grounds--Lawns & Gardening	60,000.00
Maint Grounds--Pool Maintenance	25,000.00
Utility--Council Rates	6,200.00
Utility--Electricity	10,000.00
Utility--Water & Sewerage	10,000.00
Total Expenses	201,800.00

Notes:

- (1) The Statement of Key Financial Information is a statutory report to display amounts for the financial period for financial information required under the Act. It is not a cumulative report and should not be interpreted as one.
- (2) Total income received represents the total receipts (inclusive of GST) and may include amounts not represented on this report. Unallocated receipts are not included on this report as they are not assigned to a fund.
- (3) Total interest includes interest received on the working account, and investment accounts and penalty interest for late payment of levies.
- (4) This amount represents the total of unpaid levy contributions due and payable during, and prior to the reporting period.
- (5) All expenditure for the plan is shown under maintenance. As the plan is GST registered all amounts shown in expenditure totals are exclusive of GST.
- (6) As the plan is GST registered all amounts listed for proposed expenditure are exclusive of GST.

Name of Fund: **Capital Works Fund**

Reporting Period: 1/04/2024 to 31/03/2025 \$

Balance carried forward from previous reporting period:	0.00	
Total income received during reporting period:	0.00	(2)
Total interest earned by fund during reporting period:	0.00	(3)
Total contributions paid during reporting period:	0.00	
Total unpaid contributions payable for reporting period:	0.00	(4)
Total expenditure for maintenance during reporting period:	0.00	(5)
Total expenditure for administration costs during reporting period:	0.00	
Balance of Fund at end of reporting period:	0.00	
List of principal items of expenditure proposed for next reporting period:		(6)
Maint Bldg--Consultants	1,500.00	
Total Expenses	1,500.00	

Notes:

(1) The Statement of Key Financial Information is a statutory report to display amounts for the financial period for financial information required under the Act. It is not a cumulative report and should not be interpreted as one.

(2) Total income received represents the total receipts (inclusive of GST) and may include amounts not represented on this report. Unallocated receipts are not included on this report as they are not assigned to a fund.

(3) Total interest includes interest received on the working account, and investment accounts and penalty interest for late payment of levies.

(4) This amount represents the total of unpaid levy contributions due and payable during, and prior to the reporting period.

(5) All expenditure for the plan is shown under maintenance. As the plan is GST registered all amounts shown in expenditure totals are exclusive of GST.

(6) As the plan is GST registered all amounts listed for proposed expenditure are exclusive of GST.

Balance Sheet - Detailed

As at 31/03/2025

DP 271188

Georges Cove, 55 Shoreline Road,, MOOREBANK
NSW 2170

	Current period	Previous year
Owners' funds		
Administrative Fund		
Surplus/Deficit--Admin--Current	(1,118.08)	(100.71)
Owners Equity--Admin--O\Balance	(109.80)	(9.09)
	<u>(1,227.88)</u>	<u>(109.80)</u>
Capital Works Fund		
Surplus/Deficit--Capital--Current	0.00	0.00
	<u>0.00</u>	<u>0.00</u>
Net owners' funds	<u>-\$1,227.88</u>	<u>-\$109.80</u>
Represented by:		
Assets		
Administrative Fund		
Cash at Bank--Admin	84.63	0.00
	<u>84.63</u>	<u>0.00</u>
Capital Works Fund		
	<u>0.00</u>	<u>0.00</u>
<i>Total assets</i>	<u>84.63</u>	<u>0.00</u>
Less liabilities		
Administrative Fund		
Creditor--GST--Admin	(126.29)	(10.98)
Creditors--Other--Admin	1,438.80	120.78
Loan--Insurance Premium Funding	0.00	0.00
	<u>1,312.51</u>	<u>109.80</u>
Capital Works Fund		
	<u>0.00</u>	<u>0.00</u>
<i>Total liabilities</i>	<u>1,312.51</u>	<u>109.80</u>
Net assets	<u>-\$1,227.88</u>	<u>-\$109.80</u>

Income & Expenditure Statement

for the financial year

to 31/03/2025

DP 271188

Georges Cove, 55 Shoreline Road,, MOOREBANK
NSW 2170

Administrative Fund

	Current period	Annual budget	Previous year
	01/04/2024-31/03/2025	01/07/2024-30/06/2025	01/04/2023-31/03/2024
Revenue			
Key Deposits	35.00	0.00	0.00
Levies Due--Admin	0.00	155,000.00	0.00
Status Certificate Fees	6,343.00	0.00	109.00
<i>Total revenue</i>	<u>6,378.00</u>	<u>155,000.00</u>	<u>109.00</u>
Less expenses			
Admin--Accounting	0.00	1,000.00	0.00
Admin--Agent Disbursements	204.72	1,000.00	0.80
Admin--Agent Disburst--Additional Fees	906.36	500.00	(9.09)
Admin--Legal & Debt Collection Fees	0.00	500.00	0.00
Admin--Management Fees--Standard	0.00	32,000.00	0.00
Admin--Status Certificate Fees Paid	6,343.00	0.00	218.00
Admin--Taxation Services	0.00	600.00	0.00
Insurance--Building Valuation	0.00	500.00	0.00
Insurance--Premiums	0.00	12,000.00	0.00
Maint Bldg--General Repairs	0.00	5,000.00	0.00
Maint Bldg--Locks, Keys & Card Keys	42.00	0.00	0.00
Maint Bldg--Plumbing & Drainage	0.00	5,000.00	0.00
Maint Grounds--Lawns & Gardening	0.00	45,000.00	0.00
Utility--Council Rates	0.00	1,000.00	0.00
Utility--Electricity	0.00	24,000.00	0.00
Utility--Water & Sewerage	0.00	15,000.00	0.00
<i>Total expenses</i>	<u>7,496.08</u>	<u>143,100.00</u>	<u>209.71</u>
Surplus/Deficit	<u>(1,118.08)</u>	<u>11,900.00</u>	<u>(100.71)</u>
Opening balance	(109.80)	(1,237.43)	(9.09)
Closing balance	<u><u>-\$1,227.88</u></u>	<u><u>\$10,662.57</u></u>	<u><u>-\$109.80</u></u>

Detailed Expenses for the financial year from 01/04/2024 to 31/03/2025

DP 271188

**Georges Cove, 55 Shoreline Road,,
MOOREBANK NSW 2170**

Date	Details	Payee	Amount (GST exclusive)	Status	Type	Ref.No.	Payment No.
------	---------	-------	---------------------------	--------	------	---------	----------------

Administrative Fund

Admin--Agent Disbursements 153800

10/04/2024	Cancelled: Payment of creditor (EFT & Email advice)		(0.80)	Cancel	Inv		
25/04/2024	Payment of creditor (EFT & Email advice) April 2024	Whelan Property Group Pty	0.80	Paid	DE		000005
23/05/2024	Payment of creditor (EFT & Email advice) May 2024	Whelan Property Group Pty	1.60	Paid	DE		000008
23/05/2024	Regular Parcels (<500g) May 2024	Whelan Property Group Pty	7.95	Paid	DE		000006
20/06/2024	Payment of creditor (EFT & Email advice) June 2024		1.60	Cancel	Inv		
21/06/2024	Cancelled: Payment of creditor (EFT & Email advice)		(1.60)	Cancel	Inv		
25/07/2024	Payment of creditor (EFT & Email advice) July 2024	Whelan Property Group Pty	0.80	Paid	DE		000010
26/08/2024	Payment of creditor (EFT & Email advice) August 20	Whelan Property Group Pty	0.84	Paid	DE		000011
26/09/2024	Payment of creditor (EFT & Email advice) September	Whelan Property Group Pty	0.84	Paid	DE		000013
27/10/2024	Payment of creditor (EFT & Email advice) October 2		1.67	Cancel	Inv		
28/10/2024	Cancelled: Payment of creditor (EFT & Email advice)		(1.67)	Cancel	Inv		
17/12/2024	Payment of creditor (EFT & Email advice) December	Whelan Property Group Pty	0.84	Paid	DE		000016
17/01/2025	Reim- NSW Plan 16/12/24	Whelan Property Group Pty	43.75	Paid	DE		000017
24/01/2025	Express Post Parcels (< 500g) January 2025	Whelan Property Group Pty	24.60	Paid	DE		000019
24/01/2025	Payment of creditor (EFT & Email advice) January 2	Whelan Property Group Pty	1.67	Paid	DE		000019
24/01/2025	Regular Parcels (<500g) January 2025	Whelan Property Group Pty	15.91	Paid	DE		000019
24/01/2025	Regular Parcels (<500g) January 2025	Whelan Property Group Pty	15.91	Paid	DE		000019
24/01/2025	Regular Parcels (<500g) January 2025	Whelan Property Group Pty	15.91	Paid	DE		000019
24/01/2025	Regular Parcels (<500g) January 2025	Whelan Property Group Pty	15.91	Paid	DE		000019
21/02/2025	Payment of creditor (EFT & Email advice) February	Whelan Property Group Pty	1.67	Paid	DE		000021
21/02/2025	Regular Parcels (<500g) February 2025	Whelan Property Group Pty	15.91	Paid	DE		000021
21/02/2025	Regular Parcels (<500g) February 2025	Whelan Property Group Pty	15.91	Paid	DE		000021
21/02/2025	Regular Parcels (<500g) February 2025	Whelan Property Group Pty	7.95	Paid	DE		000021
21/02/2025	Regular Parcels (<500g) February 2025	Whelan Property Group Pty	15.91	Paid	DE		000021
28/03/2025	Payment of creditor (EFT & Email advice) March 202	Whelan Property Group Pty	0.84	Paid	DE		000022

\$204.72

Admin--Agent Disburst--Additional Fees 153801

20/06/2024	Issue Work Order June 2024		12.27	Cancel	Inv		
21/06/2024	Cancelled: Issue Work Order June 2024		(12.27)	Cancel	Inv		
17/12/2024	Additional Service Fees (Meetings / Schedule B) De	Whelan Property Group Pty	486.36	Paid	DE		000016

DP 271188**Georges Cove, 55 Shoreline Road,,
MOOREBANK NSW 2170**

Date	Details	Payee	Amount (GST exclusive)	Status	Type	Ref.No.	Payment No.
24/01/2025	Additional Service Fees (Meetings / Schedule B) Ja		4,420.45	Cancel	Inv		
11/03/2025	Cancelled: Additional Service Fees (Meetings / Sch		(4,420.45)	Cancel	Inv		
28/03/2025	Additional Service Fees (Meetings / Schedule B) Ma	Whelan Property Group Pty	420.00	Paid	DE		000022
			\$906.36				
Admin--Status Certificate Fees Paid 156000							
25/04/2024	Status Certificate Fee April 2024	Whelan Property Group Pty	1,417.00	Paid	DE		000004
23/05/2024	Status Certificate Fee May 2024	Whelan Property Group Pty	981.00	Paid	DE		000007
20/06/2024	Status Certificate Fee June 2024	Whelan Property Group Pty	1,962.00	Paid	DE		000014
26/08/2024	Status Certificate Fee August 2024	Whelan Property Group Pty	109.00	Paid	DE		000011
26/09/2024	Status Certificate Fee September 2024	Whelan Property Group Pty	109.00	Paid	DE		000013
27/10/2024	Status Certificate Fee October 2024		1,308.00	Paid	Inv		
27/11/2024	Status Certificate Fee November 2024	Whelan Property Group Pty	109.00	Paid	DE		000015
24/01/2025	Status Certificate Fee January 2025	Whelan Property Group Pty	218.00	Paid	DE		000018
21/02/2025	Status Certificate Fee February 2025	Whelan Property Group Pty	21.00	Paid	DE		000021
28/03/2025	Status Certificate Fee March 2025	Whelan Property Group Pty	109.00	Paid	DE		000022
			\$6,343.00				
Insurance--Premiums 159100							
24/01/2025	Insurance Premium 2025-2026		7,124.15	Cancel	Inv	04300751850 4141	
04/02/2025	Insurance Premium 2025-2026		7,124.15	Cancel	Inv	04300751850 4141	
05/02/2025	Cancelled: Insurance Premium 2025-2026		(7,124.15)	Cancel	Inv	04300751850 4141	
05/02/2025	Insurance premium 2/25-2/26		7,124.15		Jnl	111172	
05/02/2025	Reverse JNL#111172		(7,124.15)		Jnl	111173	
28/02/2025	Cancelled: Insurance Premium 2025-2026		(7,124.15)	Cancel	Inv	04300751850 4141	
			\$0.00				
Maint Bldg--Locks, Keys & Card Keys 170600							
24/01/2025	Issue Security Key January 2025	Whelan Property Group Pty	21.00	Paid	DE		000019
24/01/2025	Issue Security Key January 2025	Whelan Property Group Pty	21.00	Paid	DE		000019
			\$42.00				
Total expenses			\$7,496.08				

Where an invoice status is Paid and no payment number is displayed the payment has been made outside of the reporting period.

Proposed Budget to apply from 01/04/2025

DP 271188

Georges Cove, 55 Shoreline Road,, MOOREBANK
NSW 2170

Administrative Fund

Proposed budget

Revenue

143000	Levies Due--Admin	240,000.00
	<i>Total revenue</i>	240,000.00

Less expenses

150200	Admin--Accounting	1,000.00
153800	Admin--Agent Disbursements	1,000.00
153801	Admin--Agent Disburst--Additional Fees	2,000.00
153200	Admin--Legal & Debt Collection Fees	500.00
154000	Admin--Management Fees--Standard	32,000.00
150900	Admin--Taxation Services	600.00
159201	Insurance--Building Valuation	500.00
159100	Insurance--Premiums	12,000.00
163002	Maint Bldg--Cleaning--Contracts	38,000.00
167200	Maint Bldg--General Repairs	5,000.00
170600	Maint Bldg--Locks, Keys & Card Keys	1,000.00
172200	Maint Bldg--Plumbing & Drainage	5,000.00
178400	Maint Grounds--Lawns & Gardening	76,500.00
179200	Maint Grounds--Pool Maintenance	29,000.00
190000	Utility--Council Rates	6,200.00
190200	Utility--Electricity	10,000.00
191200	Utility--Water & Sewerage	10,000.00
	<i>Total expenses</i>	230,300.00

Surplus/Deficit

9,700.00

Opening balance

(1,227.88)

Closing balance

\$8,472.12

Total units of entitlement	10000
Levy contribution per unit entitlement	\$26.40

Budgeted standard levy revenue	240,000.00
Add GST	24,000.00
Amount to raise in levies including GST	\$264,000.00

Capital Works Fund**Proposed
budget****Revenue**

243000	Levies Due--Capital	25,000.00
	<i>Total revenue</i>	<u>25,000.00</u>

Surplus/Deficit25,000.00

Opening balance

0.00

Closing balance\$25,000.00

Total units of entitlement 10000

Levy contribution per unit entitlement \$2.75

Budgeted standard levy revenue 25,000.00

Add GST 2,500.00

Amount to raise in levies including GST \$27,500.00

Issue date: 06/02/25

Certificate of Currency

This document certifies that the policy referred to below is currently intended to remain in force until 4.00pm on the expiry date shown below and will remain in force until that date, unless the policy is cancelled, lapsed, varied or otherwise altered in accordance with the relevant policy conditions or the provisions of the "Insurance Contracts Act, 1984".

INSURED: The Owners of DP 271188

POLICY NUMBER: ISCSC/0000595

PERIOD OF INSURANCE: 01/02/25 expiring 01/02/26 At 4pm Local Time

INTERESTED PARTY(S):

DESCRIPTION OF INSURED BUSINESS: Community Association

SITUATION OF RISK: 2 Shoreline Road, MOOREBANK, NSW, 2170

SECTION 1: Building and Common Contents

Total BSI	\$3,150,000
IIS Share %	100.00000000%
Buildings	\$3,150,000
Sub Section 5.1-5.10 Combined	\$787,500
Catastrophe	\$472,500
Lot Owners Paint & Wallpaper	Insured
Floating Floorboards	Insured
Lot Owners Fixtures & Fittings	Insured
Flood	Not Insured
Common Contents	\$31,500
Loss of Rent	\$472,500

SECTION 2: Public Liability

\$50,000,000

SECTION 3: Voluntary Workers Personal Accident

Death & Disablement	Insured
Weekly Benefits	Insured

SECTION 4: Fidelity Guarantee

\$250,000

SECTION 5: Equipment Breakdown

\$100,000

SECTION 6: Office Bearers' Liability

\$1,000,000

SECTION 7: Government Audit Costs, Workplace Health and Safety Breaches and Legal Expenses

(a) Government Audit Costs	\$30,000
(b) Workplace Health and Safety Breaches	\$150,000
(c) Legal Defence Expenses	\$50,000

INSURER: Certain Underwriters at Lloyd's

This certificate has been arranged by us in our capacity as agents for the insurer/s named above. It does not reflect in detail the policy terms or conditions and merely provides a very brief summary of the insurance that is, to the best of our knowledge, in existence at the date we have issued this certificate. If you wish to review the details of the policy terms, conditions, restrictions, exclusions or warranties, you must refer to the policy contract.

DISCLAIMER - In arranging this certificate, we do not guarantee that the insurance outlined will continue to remain in force for the period referred to as the policy may be cancelled or altered by either party to the contract at any time in accordance with the terms and conditions of the policy or in accordance with the terms of the Insurance Contracts Act 1984. We accept no responsibility or liability to advise any party who may be relying on this certificate of such alteration or cancellation to the policy of insurance.

This policy is issued by INSURANCE INVESTMENT SOLUTIONS PTY LTD trading as isStrata.

The Roles of Association Committee

Chairperson

The Chairperson's main role in an Association Committee is to preside over meetings, and ensure they are conducted smoothly, fairly and in accordance with relevant legislation. Their role involves coordinating the maintenance to optimise the good order of common property.

The Chairperson must chair all general meetings and Association Committee meetings (or they may delegate to our office) they attend and make determinations as to quorums and procedural matters at meetings.

If the Chairperson is not at a meeting, another person can be nominated to chair that meeting (or your Strata Manager).

Secretary

The Secretary is essentially the administrative officer for the Community / Neighbourhood and Precinct Associations. It is their role to attend to the administrative requirements of a Community / Neighbourhood and Precinct Associations. The Secretary's duties include calling general or committee meetings, sending out notices for meetings, preparing and distributing meeting minutes, maintaining the meeting attendance list and receiving voting papers.

The Secretary must also maintain the strata roll, answer Community / Neighbourhood and Precinct Associations communications and enable the inspection of documents as requested by owners or authorised bodies.

Treasurer

The Treasurer's main role on an Association Committee is like that of a corporation's chief financial officer. Their duties include notifying owners to levy contributions, keeping accounting records and preparing the financial statements, managing money paid to the Community / Neighbourhood and Precinct Associations.

The Treasurer will be required to approve all Community / Neighbourhood and Precinct Associations invoices by our online portal.

Association Committee Code of Conduct

Understanding of the Community Land Management Act (2021), the Community Land Management Regulation and the Association Committee Code of Conduct.

- 1) An Association Committee Member must have;
 - a. A commitment to acquiring an understanding of the Act and Regulations, as relevant to the member's role on the Association Committee; and
 - b. A good understanding of this code.
- 2) Complying with Act, Regulation and code
 - a. An Association Committee must take reasonable steps to ensure that the member complies with the Act and Regulation, and this code, when exercising the member's functions as an Association Committee.
- 3) Honesty and fairness
 - a. An Association Committee must act honestly and fairly and with integrity in exercising the member's functions as an Association Committee.
- 4) Care and diligence
 - a. An Association Committee must exercise reasonable care and diligence in exercising the member's functions as an Association Committee.
- 5) Acting in Community / Neighbourhood and Precinct Associations' best interests
 - a. An Association Committee must act in the best interests of the owners' corporation in exercising the member's functions as an Association Committee, unless it is unlawful to do so.
- 6) Conflict of Interest
 - a. An Association Committee must disclose to the Association Committee any conflict of interest the member may have in a matter before the committee.

Example
Voting against a Capital fund interest because the member is intending to sell his unit and considers increased levies may affect the sale.
- 7) Unfair benefit
 - a. Association Committee who seeks to gain a benefit over a member or members of a Community / Neighbourhood and Precinct Associations must disclose prior to any motion relevant to such benefit, the nature and extent of the benefit he or she may obtain from the passing of that motion.
- 8) Decisions must be impartial, accountable, open and respectful
 - a. An Association Committee must make impartial, accountable and open decisions, must avoid decisions that unfairly discriminate or detrimental and respect other persons and differences of opinion
- 9) False, misleading and deceptive information
 - a. An Association Committee must not offer or provide false, misleading or deceptive information at any meeting of the Association Committee or otherwise.

10) Unconscionable conduct

- a. An Association Committee must not engage in unconscionable conduct in exercising the member's functions as an Association Committee.

Examples

Improperly using the Association Committee's position on the Association Committee to gain, directly or indirectly, an advantage personally or for someone else; Exerting undue influence on, or using unfair tactics against, the owner of a unit in the unit's plan.

11) Nuisance

An Association Committee must not-

- a. Cause a nuisance on the land; and
- b. Otherwise behave in a way that unreasonably affects a person's lawful use or enjoyment of a unit or the common property.

12) Administrative and Capital Works Fund Levies and Accounts

- a. An Association Committee must always vote in respect of the long term common good with a view to making or proposing administrative and Capital works fund levies, must ensure the accounting records correctly reflect all transactions as and when they occur and must fairly decide on the allocation of expenses to the administrative or to the Capital fund as the case may be.

13) Dealings with Strata Managing Agents and Suppliers

- a. An Association Committee must always be courteous in his or her dealings with strata managing agents and suppliers, respond promptly with approvals or information when information is requested and not seek to influence their decisions or course of conduct unreasonably.

14) Emails and Meetings

- a. An Association Committee will follow the best practices for email communication and meetings listed in schedule 1 and 2 to this Code of Conduct.

15) Best practices

Schedule 1 -Email Communication

- a. Members should endeavour to deal with one topic in each email.
- b. Members should not include material which is not relevant to the topic of the email.
- c. Members should where possible disclose all intended recipients of the email.
- d. Members should not forward an email without acquiring permission from the sender first.
- e. Members should ensure that emails are courteous in tone and content, and which do not include material which is flaming, abusive, libellous, defamatory, offensive, racist, obscene or unnecessary or designed to bully or intimidate.
- f. Members should only send emails which could, subject to the protection of confidential information, be displayed on a public notice board.

Schedule 2 – Meetings

- a. Members should ensure that the agenda is concise and accurate.
- b. Members should avoid where possible raising new business at a meeting which has not been notified to members prior to the meeting.
- c. Members should ensure that each agenda item is limited to a single topic.
- d. Members should ensure all agenda items are accompanied by explanatory notes
- e. And that these notes are circulated with the agenda. Supporting documentation such as quotes and reports should also be circulated with the agenda.

- f. The agenda should be arranged and addressed in order of priority; matters of compliance should be addressed first.
- g. Time limits should be set for when information from owners must be received. The agenda could include all correspondence to be considered by the committee must be received at least 3 days prior to the meeting.
- h. A member seeking consideration of a particular motion should draft it and circulate it to the other members prior to the meeting.
- i. The meeting should commence on time but deal with minor matters first to facilitate latecomers; the chair should record apologies only if apologies have been received.
- j. The chairperson should chair the meeting and ensure the agenda is followed:
- k. Comments on issues other than the subject of the agenda item should not be permitted.
- l. Members wishing to speak on a particular topic should do so through the chair and open discussions on matters should be avoided. Each member should be given an opportunity to speak.
- m. When members have had their say a decision should be made and the next agenda item considered.
- n. A reasonable timeline for the end of the meeting should be set and maintained.

16) Decisions an Association Committee cannot make

- a. Improve or enhance the common property - requires a special resolution to be passed at a general meeting of the Community / Neighbourhood and Precinct Associations.
- b. Set levy contributions to Administrative and Capital Works Fund requires an ordinary resolution to be passed at a general meeting of the Community / Neighbourhood and Precinct Associations.
- c. Commence or obtain legal advice, except where;
 - o If the Association Committee or Community / Neighbourhood and Precinct Associations believes urgent action is necessary to protect the interest of the Community / Neighbourhood and Precinct Associations and the cost of the legal services is under \$15,000;
 - o To obtain legal advice prior to taking legal action;
 - o To take legal action to recover unpaid levy contributions and interest; or
 - o For non-urgent legal services provided the costs are \$3,000 or less.
- d. Obtain two quotes or more if the amount is \$30,000 in relation to any one item or matter - for large schemes only.
- e. Approve by-laws – requires a special resolution to be passed at a general meeting of the Community / Neighbourhood and Precinct Associations.



WHELAN PROPERTY GROUP
STRATA MANAGEMENT SERVICES

PO Box 75, STRAWBERRY HILLS NSW 2012

T: 02 9219 4111

E: strata@whelanproperty.com.au

www.whelanproperty.com.au



NOMINATION FOR ASSOCIATION COMMITTEE FORM

RETURN TO WHELAN PROPERTY GROUP

To Community Association Deposited Plan _____

C/- Whelan Property Group Pty Limited

P.O BOX 75, STRAWBERRY HILLS NSW 2012

strata@whelanproperty.com.au

NOMINATION

Note: If you are nominating another person, the person you are nominating (nominee) must consent to the nomination in writing (Refer to **Section 1** below)

Name of Lot Owner making nomination	
Lot Number	

Name of person being nominated (Nominee):	
Date	
Signature of Lot Owner	

CONSENT TO NOMINATION – SECTION 1

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

Name of Nominee to the Strata Committee:	
Nominee email	
Nominee postal address	
I consent to the above nomination for the Association Committee:	
Signature of Nominee	
Date	

WHELAN PROPERTY GROUP PTY LTD offices:

277 PYRMONT STREET, ULTIMO

460 CHURCH STREET, NORTH PARRAMATTA

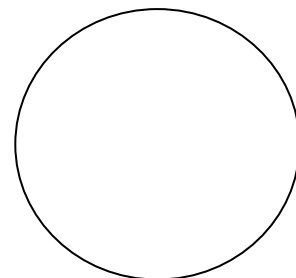
Liability limited by a scheme approved under Professional Standards Legislation. ABN: 28 116 912 488

Signatures

Association

The common seal of the *association* was affixed on _____ in the presence of:

Signature	Signature
Name	Name
Designation	Designation



COMMUNITY SCHEME MANAGEMENT AGENCY AGREEMENT

Being the person(s) authorised by section 8 of the *Act* to attest the affixing of the seal.

Agent

Executed by the <i>agent</i> in accordance with Section 126 or 127 of the <i>Corporations Act 2001</i> (Cth) in the presence of:	
Signature of Authorised Person	Signature of Authorised Person
Name of Authorised Person	Name of Authorised Person

Service

The <i>association</i> acknowledges receipt of a copy of this <i>agreement</i> within 48 hours of execution by the <i>association</i> (refer to page 9 for IMPORTANT NOTES to the parties when executing this <i>agreement</i>).	
Name of Signatory	Signature

COMMUNITY SCHEME MANAGEMENT AGENCY AGREEMENT

Agreement

1. Warranties and acknowledgment

- 1.1 The *association* warrants that it has resolved and has authority to enter into the *agreement*.
- 1.2 The *agent* warrants that the *agent* holds:
- (a) an *agent's* licence under the *Agents Act* and that such licence will be maintained while the *agreement* is in force; and
 - (b) professional indemnity insurance as indicated in *Item 1*.

2. Appointment of and delegation to agent

- 2.1 The *association*:
- (a) appoints the *agent* as the managing *agent* for the *association*; and
 - (b) subject to clause 2.2 and 2.3, delegates the *agreed services* and *additional services* to the *agent*,
- from the commencement date for the *agreed services fee* and the *additional services fee*, until the *agreement* is terminated in accordance with clause 5 or at the end of the *term* whichever is the earlier.
- 2.2 The extent of authority for *agreed services* and *additional services* that has been delegated is stated in schedule A1, being either:
- (a) full authority with no limitations;
 - (b) full authority subject to limitations as disclosed in schedule A2; or
 - (c) no authority, in which case there is no delegation.

Where a selection has not been indicated on schedule A1 of either (a), (b) or (c), then the extent of authority that has been delegated is FULL AUTHORITY WITH NO LIMITATIONS.

- 2.3 The parties acknowledge that:

- (a) the delegation to the *agent* in clause 2.1 does not:
 - (i) constitute a delegation by the *association* of its power to make:
 - (A) a delegation under section 56(2) of the *Act*; or
 - (B) a decision on a matter required by the *Act* to be decided by the *association*; or
 - (C) a determination relating to the levying or payment of contributions; or
 - (ii) prevent the *association* or the *association committee* from performing all or any of the *agreed services* or *additional services* (if any); and
- (b) the *agent* does not have and may not exercise any of the powers, authorities, duties or functions of the *association* that are conferred on another managing *agent* appointed for the *association* under section 196 of the *Act* once being notified of any such appointment by the *Tribunal* or the *association*.

3. Fees and charges

- 3.1 The *association* must pay to the *agent* in accordance with the fee payment method:
- (a) the *agreed services fee*; and
 - (b) the *additional services fee* for any *additional services* performed by the *agent*; and
 - (c) the *charges* associated with the performance of the *agreed services* and any *additional services*.
- 3.2 The *association* authorises the *agent* to retain any fees paid to the *agent* for supplying to third parties information that the *association* must supply under the *Act* and retain any fees paid to the *agent* for supplying to third parties information that is not required under the *Act*, provided that such fees are charged in accordance with those set out in schedule B.
- 3.3 In addition to the fees and charges in clause 3.1 and 3.2, the *agent* is entitled to remuneration for its services in the form of rebates, discounts and commissions disclosed in schedule C1 and schedule C2 as follows:
- (a) If the first option in *item 6* is selected, the *agent* may retain rebates, discounts and commissions paid to it by the providers of goods and services to the *association* described in the disclosure schedule C1 or schedule C2 or as otherwise notified in writing

COMMUNITY SCHEME MANAGEMENT AGENCY AGREEMENT

to the *association* from time to time and agreed in writing by the *association*.

- (b) If the second option in *item 6* is selected, the *agent* must pay to the *association* any rebates, discounts and commissions paid to it by providers of goods and services to the *association* within 30 days of receipt except for any rebates, discounts and commissions described in the disclosure schedule C2 which may be retained by the *agent*.
- (c) If the third option in *item 6* is selected, the *agent* must pay to the *association* any rebates, discounts and commissions paid to it by providers of goods and services to the *association* within 30 days of receipt.
- (d) If the *association*:
 - (i) delegates the *agent* to arrange insurance cover;
 - (ii) selects the first or second option in *item 6*; and
 - (iii) later takes steps to arrange its own insurance or directs, instructs or passes a resolution that has the effect that the *agent* does not receive a commission or rebate for the placement of insurance,

then the *agreed services fee* shall be increased by an amount equivalent to the commission the *agent* would have received had the *agent* arranged the insurance cover.

- 3.4 The *agent* must account to the *association* for money received by the *agent* on behalf of the *association* in the manner and with the frequency set out in *item 8*.
- 3.5 At any time, by written *agreement* between the parties, *items* may be added to or deleted from the *additional services rates* and/or charges.

4. Review of fees and charges

- 4.1 The *agreed services fee*, the *additional services rates* and the *charges* will be reviewed on the review date by the *agent*.
- 4.2 Unless otherwise agreed before the review date, the *agreed services fee*, the *additional services rates* and the *charges* payable on and from the review date will be increased in accordance with *item 5*.
- 4.3 The *agent* will notify the *association* of the new *agreed services fee*, the *additional services rates* and the *charges* as soon as practicable after the review date.

5. Terminating the agreement

- 5.1 After the expiry of the *term*, the *agreement* will automatically end unless the *association* extends the agreement in accordance with section 54(4) of the *Act*.
- 5.2 The *agreement* may be terminated at any time with the mutual consent of the parties.
- 5.3 Any notice to terminate under this *agreement* can only be given by the *association* if authorised by a resolution of the *association* at general meeting.
- 5.4 Despite this clause 5 and without affecting any of its other rights, the *agreement* may be terminated with immediate effect by written notice given by:
 - (a) the *association*:
 - (i) if the *agent* is in breach of the *agreement* and fails to remedy that breach within 28 days after the *association* serves a written notice on the *agent* providing particulars of the breach; or
 - (ii) where the *agent* is an individual, the *agent* is declared bankrupt; or
 - (iii) where the *agent* is a corporation, the *agent* is wound up or placed in administration or liquidation; or
 - (iv) if the *agent* ceases to hold a strata managing *agent's* licence; or
 - (b) the *agent* if:
 - (i) the *association* is in breach of the *agreement* and fails to remedy that breach within 28 days after the *agent* serves a written notice on the *association* providing particulars of the breach; or
 - (ii) an order by a Court is made for the variation or termination of the *association* under Part 7 of the *Development Act*; or
 - (iii) the *association* fails to pay any moneys owed under this *agreement* after the *agent* serves a written notice on the *association*

COMMUNITY SCHEME MANAGEMENT AGENCY AGREEMENT

providing particulars of the amount outstanding; or

- (iv) the *association* fails to comply with any law or fails to provide adequate instructions or prevents the *agent* from carrying out its obligations under this *agreement* after the *Agent* serves a written notice on the *association* providing particulars of the breach.

5.5 The *agreement* is terminated on the appointment of a managing *agent* under section 196 of the *Act* to exercise or perform all the functions of the *association* and, if so terminated, the *agent* will not be entitled to:

- (a) any remuneration by way of commission, *agreed services fee*, *additional services fee*, *charges* or otherwise in respect of any period after the termination; or
- (b) any payment (in the nature of a penalty or otherwise) by reason of the early termination.

5.6 In the event of termination, the *agent* must provide all books, records, accounts, funds and property of the *association* in the *agent's* possession to the secretary of the *association*, or persons nominated by the secretary of the *association*, within seven (7) business days.

6. Liability of the *agent* and exclusions

6.1 The *agent* is liable to the *association*:

- (a) only for *services* actually supplied or that should have been supplied under this *agreement*; and
- (b) on the terms of this clause 6.

6.2 The *agent* is excluded from all liability for any claim, liability or *loss* arising directly or indirectly out of the *services* or *additional services* or arising from any cause of action whatsoever except to the extent that the claim, liability or *loss* is caused or contributed to by the *agent's* wilful breach of this *agreement*, gross negligence, dishonesty or fraud. The *association* agrees that it will at all times indemnify the *agent* against all actions, suits, proceedings, costs, claims, expenses or demands which may arise in the course of or as a result of the *agent's* management of the *association*, including all legal expenses incurred by the *agent* in defence of or initiation of any legal proceedings as well as any excess payable under the *agent's* professional indemnity insurance;

- (a) by third parties against the *agent*;
- (b) by the *association* against the *agent* arising before, during or after this *agreement*.

6.3 The *agent's* maximum liability to the *association* for any breach of this *agreement*, or arising out of the provision or non provision of the *agreed services* or the *additional services* or by taking steps contrary to this agreement, whether under law of contract, tort or otherwise, is limited to the amount of the *agreed services fees* for the year in which the liability arose.

6.4 The *agent* is deemed to be discharged from all liability in respect of the *agreed services* and the *additional services*, whether under the law of contract, tort or otherwise, at the expiration of two years from the date of the act or omission giving rise to the liability, and the *association* (and persons claiming through or under the *association*) shall not be entitled to commence any action or claim against the *agent* in respect of that act or omission after that date.

6.5 Clauses 6.1, 6.2, 6.3, 6.4 and 6.5 apply to the extent permitted by law.

6.6 The *association* must indemnify the *agent* immediately on demand against any matter for which the *agent* has no liability to the association including in respect of the matters referred to in clause 6.2 and 6.3.

7. Transfer of the *agreement*

7.1 The *agent* cannot transfer the *agreement* without the written consent of the *association*, which consent shall not be unreasonably withheld if the *agent* satisfies the *association* that the proposed transferee and *related persons* are fit and proper persons and have the qualifications, competence and experience to perform the *agreed services* and *additional services* at an *agreed services fee* and an *additional services fee* not greater than the current *agreed services fee* and *additional services fee*.

7.2 The *association* must advise the *agent* of its decision whether to approve a proposed transfer within 28 days after receiving from the *agent* the information reasonably necessary to make the decision.

7.3 If the *association* approves the transfer, the *association*, the *agent* and the transferee must enter into a transfer *agreement*, or alternatively if the *agent* elects to enter into a new agency *agreement* then clause 7.4 will apply.

7.4 After the transfer *agreement* has been entered into or, if an election has been made by the *agent* under clause 7.3, the new *agent* must request that the *association* enter into a new agency *agreement* and the *association* must advise the new *agent* of its decision to enter into a new agency *agreement* within 28 days after such request, such approval not to be unreasonably withheld if the new agency *agreement* is on the same terms as this *agreement*, or on terms not less favourable to the *association* as this *agreement*. The new *agent* must pay the reasonable cost of preparing the new agency *agreement*, preparing and holding the meetings of the *association committee* and the general meeting of the *association*, however if the meeting relates to more than approval of the minutes of the last meeting and the resolution relating to the new agency *agreement*, then the new *agent* must pay the proportionate share of the total cost relating to approval of the new agency *agreement*.

8. Service of notices

8.1 Any notice to be served under the *agreement*:

- (a) must be served either personally, by post, facsimile or e-mail using the details provided on the front page of this *agreement*, or other notice details subsequently notified from time to time by a party in writing to the other party; and
- (b) is served the first time it is served if it is served more than once.

9. GST

9.1 Words or expressions used in this clause 9 or elsewhere in the *agreement* that are defined in the *GST Act* have the same meaning in the *agreement*.

9.2 The parties acknowledge that:

- (a) the *agreed services fee*, the *additional services rates* and the charges are inclusive of GST and are based on a GST rate of 10%; and
- (b) if the rate of GST increases or decreases, the *agreed services fee*, the *additional services rates* and the *charges* will simultaneously increase or decrease so that the *agent* receives the same GST exclusive payment as it received before the change in the rate of GST.

10. Work, health and safety

10.1 The parties mutually covenant and agree that they will each comply with their respective obligations under the *Work Health & Safety Act 2011*

(NSW) and the *Work Health & Safety Regulation 2017* (NSW) (*WHS Act 2011* and *WHS Regulation 2017*), as amended from time to time.

10.2 Subject to the provisions of the *WHS Act 2011* and *WHS Regulation 2017*, the *association's* appointment of the *agent* under this *agreement* does not constitute the appointment of the *agent* as a principal contractor within the meaning of regulation 293 of the *WHS Regulation 2017* (as amended from time to time).

11. Definitions

The following words have these meanings in the *agreement* unless the contrary intention appears:

<i>Act</i>	<i>Community Land Management Act 2021 (NSW).</i>
<i>additional services</i>	the functions and duties of the <i>association</i> set out in schedule A1 or schedule A2.
<i>additional services fee</i>	the fee for the supply by the <i>agent</i> of the <i>additional services</i> calculated according to the <i>additional services rates</i> , as varied under the <i>agreement</i> .
<i>additional services rates</i>	the rates for carrying out the <i>additional services</i> set out in schedule B, as varied under the <i>agreement</i> .
<i>agent</i>	the person described on the front page of the <i>agreement</i> and, where appropriate, includes the <i>agent's</i> employees and contractors or any transferee under clause 7.
<i>Agents Act</i>	<i>Property and Stock Agents Act 2002 (NSW).</i>
<i>agreed services</i>	the functions and duties of the <i>association</i> set out in: a) schedule A1 other than those marked "No authority"; and b) schedule A2.
<i>agreed services fee</i>	the fee in <i>item 6</i> for the supply of the <i>agreed services</i> , as varied under the <i>agreement</i> .
<i>agreement</i>	this <i>agreement</i> including the particulars, schedules and attachments.
<i>association</i>	the <i>association</i> described on the front page of the <i>agreement</i> and, where appropriate, includes the <i>employees, agents</i> (other than the <i>agent</i>), contractors and invitees of the <i>association</i> .
<i>association committee</i>	the <i>association committee</i> of the <i>association</i> .
<i>charges</i>	the costs and associated fees set out in schedule B and/or schedule D, as varied under the <i>agreement</i> .
<i>CPI</i>	the All Groups consumer price index published by the Australian Bureau of Statistics for Sydney, or if that bureau stops publishing the <i>CPI</i> , then the index recommended by the Property Council of Australia as the index that most appropriately replaces the <i>CPI</i> .
<i>Development Act</i>	<i>Community Land Development Act 2021 (NSW).</i>
<i>disclosure schedule</i>	schedules C1 and C2.
<i>GST Act</i>	<i>A New Tax System (Goods and Services Tax) Act 1999 (Cth).</i>
<i>item</i>	an <i>item</i> in the Particulars.
<i>loss</i>	any damage or damages, <i>loss</i> , costs (including, without limitation, the costs of complying with any verdict, award or settlement of any dispute and legal costs on a solicitor and own client costs basis), expense, charge, payment of liability, in any case, whether accrued or paid but not indirect, incidental or consequential <i>loss</i> or damages.
<i>non-standard work</i>	means any work not defined as <i>standard work</i> .
<i>Regulation</i>	<i>Property and Stock Agents Regulation 2014 (NSW).</i>
<i>related persons</i>	in relation to a proposed transferee which is a: a) corporation, — a 'related entity' of the corporation within the meaning of section 9 of the Corporations Act 2011 (Cth); or partnership, — the partners and principal staff of the partnership.
<i>SCA (NSW)</i>	means Strata Community Australia (NSW).
<i>services</i>	the <i>agreed services</i> and <i>additional services</i> .
<i>standard work</i>	Means: a) construction work where there is no requirement to work above three (3) metres, including but not limited to, replacement of roofing, guttering; b) general maintenance works, including but not limited to, lawn mowing, gardening, window cleaning (below three (3) metres), painting;

	c) minor maintenance repairs, including but not limited to, repair/replacement of leaking pipes, replacing tiles/pavers, lock replacement/repairs; d) maintenance of essential fire safety equipment; e) annual inspection and notifications required for essential fire safety equipment; f) pest management treatments (excluding fumigation); g) lift, traveller or escalator maintenance; or h) renewal of plant registrations in accordance with the requirements of the <i>WHS Act 2011</i> and <i>WHS Regulation 2017</i>; provided however: a) if any of these works require a principal contractor (as defined under the <i>WHS Act 2011</i> and <i>WHS Regulation 2017</i>) to be appointed then the works will be considered <i>Non-Standard Work</i>; or b) if there is any inconsistency between <i>Standard Work</i> and <i>Non-Standard Work</i>, the work will be interpreted as <i>Non-Standard Work</i>.
<i>term</i>	the period or event in <i>item 3</i>: a) commencing on the commencement date; and b) expiring at the duration of the period identified or event in <i>item 3</i>.
<i>Tribunal</i>	means the NSW Civil and Administrative Tribunal.

12. Interpretation

In the *agreement*, unless the contrary intention appears:

- (a) a reference to:
 - (i) a thing includes the whole or each part of it;
 - (ii) a document includes any variation or replacement of it;
 - (iii) a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them; and
 - (iv) a person includes that person's executors, administrators, successors, substitutes (including but not limited to, person taking by novation) and assigns;
- (b) the singular includes the plural and vice versa;
- (c) headings do not affect interpretation; and
- (d) despite clause 11, the words defined in clause 11 are defined words whether or not these words are in italics.

Important notes for the parties when executing the *agreement*:

- The *agent* may not be entitled to any fee for *services* performed unless the *agent* serves a copy of the *agreement* signed by the *agent* on the *association* within 48 hours after the *agreement* is signed by or on behalf of the *association*.
- Once the terms of the *agreement* have been *agreed*, the *agent* should sign the *agreement* in duplicate and submit the *agreement* in duplicate to the *association* for signing. The *association* should sign, date and acknowledge receipt of the *agreement* on both counterparts.
- The *agent* should retain a copy of the signed *agreement*.
- A copy should be given to the secretary of the *association*.
- The *agent* should provide a copy of the proposed *agreement* to all parties required to be given notice of the meeting at which the *agreement* is proposed to be approved.
- If the *association* does not nominate two (2) persons to witness the affixing of the seal then the seal must be affixed in the presence of the secretary and any other member of the *association* committee.

Schedule A1

NOTE: Where this schedule A1 provides for choices and no choice is selected, "Full authority with no limitations" applies. **DO NOT** delete any *item* in this schedule, as it may render the *agreement* in breach of the *Property Stock and Business Agents Act 2002* (NSW). If a duty/function does not apply, then mark the box "No authority".

Duties and Functions as described in the <i>Property and Stock Agents Regulations 2014</i> (NSW) (Schedule 6 Clause 6).	FULL AUTHORITY WITH NO LIMITATIONS	No Authority	Full Authority Subject to Limitations as Disclosed in Schedule A2	Limited authority subject to authorisation from the as disclosed in schedule B	Regulation Schedule 6 Clause 6 Ref
Undertaking the financial management of funds and books of account.			X		6(a)
Holding documents and maintaining records relating to the association (for example, the roll, notices, and minutes of meetings).			X		6(b)
Arranging building inspections and reports.				X	6(c)
Effecting repairs to and maintaining association property or engaging appropriately qualified tradespersons to do Standard Work, with limitations on expenditure that may be incurred by the agent without obtaining the approval of the person on behalf of whom the agent is acting.			X		6(d)
Engaging appropriately qualified tradespersons to do <i>Non-Standard Work</i> , and the appointment on behalf of the <i>association</i> of a <i>principal contractor</i> within the meaning of regulation 293 of the WHS Regulation 2017 for such <i>Non-Standard Work</i> , with limitations on expenditure that may be incurred by the <i>agent</i> without obtaining the principal's approval.			X		6(d)
Paying disbursements and expenses incurred in connection with the agent's management of the association.	X				6(e)
Arranging insurance cover for the <i>association</i> . NOTE: Where the <i>association</i> arranges for placement of the insurance cover or engages a third party i.e. an insurance broker, the <i>agent</i> is indemnified by the <i>association</i> to the extent of liability contributed by an act, omission or negligence on behalf of the <i>association</i> or third party in placing the insurance cover.	X				6(f)
Serving notices to comply with a by-law.	X				6(g)
Managing the capital works and the administrative fund.			X		6(h)
Undertaking steps necessary to recover any money owing in relation to levies.	X				6(i)
Representing the association or association in tribunal or court proceedings.			X		6(j)
Paying accounts in relation to the association (for example, accounts for water charges, council rates and maintenance).	X				6(k)
Arranging and undertaking administrative duties in relation to annual general meetings and other general meetings.	X				6(l)

Schedule A2

NOTE: Full authority is provided for the duties and functions disclosed in this Schedule subject to the extent of any limitations on authority stated in this table.

Duties and functions	Limitations on Authority e.g. on expenditure (if nothing stated, then no limitations apply)	Fee Method
Undertaking the financial management of funds and books of account.	Limited to the following: - Establish and maintain trust account - Issue levy notices - Monitor and arrange for recovery of levy arrears - Pay invoices on behalf of the association - Pay accounts for water charges, council rates, electricity charges and other utilities - Receive, acknowledge, bank and account for money paid to the association. - Provide monthly accounts paid summary to Treasurer - Provide statutory reconciled accounts including balance sheet, statement of income and expenditure and levy status report - Assist auditor by providing accounts and records for audit - Prepare administrative fund budget and arrange for capital works budget - Prepare estimates for the administrative and capital works. - Manage the administrative and capital works accounts - Overseeing & submitting annual Trust Account Audit to Office of Fair Trading - Preparation of information required for activity statements and lodgement of BAS returns by a registered tax agent (where authorised) - Preparation of additional financial reports or reports prepared to specific requirements not included in Agreed Services - Preparation of information for lodgement of ABN / GST Registration or Cancellation by a registered tax agent (where authorised) - lodgement of annual tax return by a registered tax agent - Establishing investment term deposits & arranging transfer of monies to & from investment term deposits - Act as Treasurer	Agreed Service Fee and Additional Services fee in Schedule D
Holding documents and maintaining records relating to the <i>association</i> (for example, the roll, notices, and minutes of meetings).	Limited to the following: - Maintain the association roll and minute books - Prepare Certificates (subject to Statutory fee) - Maintain correspondence file and common seal - Provide disclosed legal costs to association by as required by section 108 of the Act	Agreed Service Fee and Additional Services fee in Schedule D

	- Record and retain notices under section 231, 221 and 219 of the <i>Act</i> - Liaise with nominated representatives - Issue notices and minutes of meetings of the association or committee	
Arranging building inspections and reports.	Limited to the following: As directed by the Committee engage an appropriately qualified consultant to undertake inspections and provide necessary reports on the association property.	Additional Service fee in Schedule B & D
Effecting repairs to and maintaining association property or engaging appropriately qualified tradespersons to do <i>Standard Work</i> , with limitations on expenditure that may be incurred by the <i>agent</i> without obtaining the approval of the person on behalf of whom the <i>agent</i> is acting.	Limited to the following: - Arrange for contractors to undertake routine repairs and maintenance of the common property and/or specified personal property vested in the association provided that any expenditure incurred by Whelan Property Group Pty Ltd on such matters without obtaining the approval of the association does not exceed \$1,000.00 - Obtain quotations for repair, maintenance and replacement of the common property or specified personal property vested in the association - Liaise with tradesmen about work to be carried out and engage appropriately qualified tradespersons to do so - Arrange and execute contracts pursuant to the <i>Home Building Act 1989 (NSW)</i> - Maintain list of tradesmen who have public liability insurance and are licensed.	Additional Services fee in Schedule B & D
Engaging appropriately qualified tradespersons to do <i>Non-Standard Work</i> , and the appointment on behalf of the <i>association</i> of a <i>principal contractor</i> within the meaning of regulation 293 of the WHS Regulation 2011 for such <i>Non-Standard Work</i> , with limitations on expenditure that may be incurred by the <i>agent</i> without obtaining the principal's approval.	Limited to the following: - A minuted Association or Executive Committee appointment of both a Principal Contractor and the tradesman undertaking the required Non-Standard Work; And - The Principal Contractor engaging and overseeing all tradespersons on Non-Standard Works.	Additional Services fee in Schedule B & D
Paying disbursements and expenses incurred in connection with the <i>agent's</i> management of the <i>association</i> .	No Limitations	Fees noted in Schedule D.
Arranging insurance cover for the <i>association</i>. NOTE: Where the <i>association</i> arranges for placement of the insurance cover or engages a third party i.e. an insurance broker, the <i>agent</i> is indemnified by the <i>association</i> to the extent of liability contributed by an act, omission or negligence on behalf of the <i>association</i> or third party in placing the insurance cover.	Limited to the following: - Prepare and lodge routine and non-routine insurance claims - Claims administration and other activities involved in minimisation of loss, liaison with loss adjusters and other related parties. - Arrange insurance valuations - Submit renewal recommendations and quotations to executive for approval	Fees in schedule C.
Serving notices to comply with a by-law.	- Lodge applications for mediation and/or orders from Adjudicator or Tribunal - Prepare and issue notices under section 137 & 138 (Notice to Comply)	Additional service fee in Schedule B and D

	- Attend mediations or hearings at NCAT or other tribunal or court if required	
Undertaking steps necessary to recover any money owing in relation to levies.	Limited to the following: - Levy Recovery Step 1 – Issue reminder notice at least 32 days after levy due date. - Levy Recovery Step 2 – Issue second reminder notice at least 64 days after levy due date - Levy Recovery Step 3 – Engage a lawyer/legal representative or debt recovery expert on behalf of the Community Association to take all action necessary to recover any unpaid levies remaining unpaid at least 14 days after the issuing of the second reminder notice under step 2.	Additional service fee in Schedule D
Representing the <i>association</i> or its members in tribunal or court proceedings.	Limited to the following: - Preparation and lodgement of applications for mediation, adjudication, tribunal orders including the briefing or any lawyers and legal representation required on behalf of the Community Association. - Attendance at Mediation or Tribunal hearing on behalf of the Community Association. - Preparation for any other legal matter/proceedings that the Community Association may be in.	Included in Agreed Fee and Additional Services fee in Schedule D & B
Paying accounts in relation to the <i>association</i> (for example, accounts for water charges, council rates and maintenance).	- Subject to any minuted instructions of the Executive Committee. Otherwise, arrange payment of all invoices.	Included in Agreed Fee and Schedule D.
Arranging and undertaking administrative duties in relation to annual general meetings and other general meetings.	- Arranging and undertaking administrative duties (preparation and circulation of notice and agenda and minutes) in relation to annual general meetings and the executive committee meeting immediately after AGM per annum - Act as Chairperson at general meetings and Executive committee meetings, if directed	Included in Agreed Service Fee and Additional Services fee in Schedule D and B

* These *fees* have been negotiated between the parties to the *agreement*

Schedule B – Fees

Schedule B – Fees

Item	Charge (inclusive of GST)	Unit
Adjourned meeting charge	\$259.00	Per hour (min 1 hour)
Attending meeting (Mon-Thurs – Start time 8.00 AM – 6.00 PM)	\$252.00	Per hour (min 1 hour)
Attending meeting (Mon-Friday all other times)	\$302.00	Per hour (min 1 hour)
Attending meeting on weekend or public holiday	\$432.00	Per hour (min 1 hour)
Executive Committee meeting by electronic vote	\$173.00	Per meeting
Hourly rate for administrative staff	\$130.00	Per hour
Hourly rate for Tax agent and Senior Accountant	\$259.00	Per hour
Hourly rate for strata manager	\$227.00	Per hour
Hourly rate for senior strata manager (Licensed)	\$259.00	Per hour
Hourly rate for principal/director	\$345.00	Per hour

* These *fees* have been negotiated between the parties to the *agreement*

Schedule C - Disclosure schedule

Schedule C1 - The following providers pay a rebate, discount or commission to the *agent*:

Name of company / person	Amount / percentage of rebate, discount or commission	Other information relating to the disclosure
Austbrokers / Coverforce	Up to 20% of base premium or 50% of net brokerage fee	Also noted on scheme's AGM notice paper
Strata Community Insurance	Up to 20% of base premium or 50% of net brokerage fee	Also noted on scheme's AGM notice paper

The *agent* is an authorised representative of CHU Underwriting Agencies, Coverforce and Austbrokers. The agent is an insurance distributor with the remaining companies listed in the table above. The agent is qualified to give general advice and information about insurance, not personal advice. If the association requires specialist insurance advice the Agent can refer the association to an insurance advisor. If the agent recommends that your building insurance should be placed with the Insurers, the association acknowledges and agrees that the recommendation is general advice (not personal advice). The association should read the Product Disclosure Statement before deciding to purchase that insurance.

Disclosure Notes:

The *agent* and its employees from time to time receive the benefit of training services provided by various service providers and experts which include the following:

• CHU Underwriting Agencies Pty Ltd • Bannermans Lawyers • Kerin Benson Lawyers	• Chamber Russell Lawyers • JS Mueller & Co Lawyers.
---	---

In addition, from time to time, the agent by its representatives attends various strata industry events and conferences such as:

• SCA (NSW) annual conference • SCA national conference • SCA training and educations events	• Griffith University conference • Other SCA educational events
--	--

Schedule D - Charges and associated fees*

Item	Charge (inc of GST)	Unit
Accounting		
ABN & GST registration (Cancellation)	\$118.73	Per lodgment
Audit Preparation (Preparation of accounts for audit)	\$356.20	Per financial year
Exit fee. Preparation and collection of records at handover	\$565.40	Per scheme
Certificate under Section 26	As per act	Per certificate
Paying creditors (EFT)	\$1.23	Per item
Prepare and issue additional financial reports prepared to specific requirements	Hourly rate for relevant staff	Per hour
Creditor approval system by Strata Committee & Building Manager		
2 to 20 lots	\$15.42	Per month
21 to 100 lots	\$30.84	Per month
100 lots above	\$51.40	Per month
Additional follow up on approvals	\$15.42	Per month
Business activity statement (registered tax agent)		
Total levies under \$50,000 pa	\$94.99	Per lodgment
Total levies under \$50,001 to \$100,000 pa	\$253.66	Per lodgment
Total levies over \$100,001 pa	\$361.60	Per lodgment
Tax return (preparation and lodgment by registered tax agent)		
2 to 20 lots	\$290.36	Per lodgment
21 to 100 lots	\$372.39	Per lodgment
100 lots above	\$523.51	Per lodgment
Tax instalment activity statement	\$35.62	Per lodgment
Tax portal update	\$118.73	Per update
Term deposit placement Bank loan		
Receive instruction and renew deposit	\$57.21	Per transaction
Open new investment account with trust bank account	\$57.21	Per transaction
Premium fund management (loan)	\$35.62	Per month
Levy collection (charge to lot owner)		
Debt recovery – first notice	\$38.86	Per item
Debt recovery – final notice	\$61.53	Per item
Debt recovery – referral to legal	\$94.99	Per item
Management of levy payment plan	\$59.37	Per month; payment plan
Disbursement		

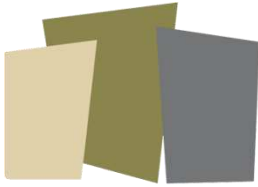
Archive storage and administration	\$5.65	Per box per month
Courier & express post	At cost + 10%	Per item
Electronic data storage Email Portal	\$2.37	Per lot per month
SMS – Text messages	\$0.32	Per message per number
Inspecting records	At cost	As per act
Issue levy notice (incl. Postage)	Included	Per lot per levy
Issue and striking of special levy (incl. Postage)	Included	Per lot per levy
Issue key	\$23.75	Per key
Photocopying, collating & stapling	Included	Per copy
Postage & handling – small (up to 7 pages) – Beyond included items	\$4.75	Per envelope
Postage & handling – medium (7 pages to 19) - Beyond included items	\$5.94	Per envelope
Postage & handling – large (20 pages up) - Beyond included items	\$9.50	Per envelope
Repairs - Standard / Non-Standard works		
Issue written confirmation of work/quotation requested	\$15.23	Per item
After hours calls / Emergency Calls	\$161.91	Per After Hours Call
Project management – manage non-routine projects	hourly rate for relevant staff	Per hour
By-law Breach Management		
Issue notice to comply (including common seal)	\$129.53	Per item
Make application to office of fair trading / government	\$129.53	Per application
Attend NCAT mediation	hourly rate for relevant staff	Per hour (min 1 hour)
Compliance - Certification Form lodgment		
Lift Escalator – work cover certification	\$237.47	Per certificate
Fire certification (Form 15) annual	\$1,187.34	Per lodgment
Annual cooling tower certificate	\$237.47	Per certificate
Arranging rectification of defects	\$237.47	Per hour
Work, Health and Safety	\$237.47	Per hour
Swimming pool registration	\$237.47	Per certificate
Trades compliance	\$129.53	Per annum
Change of By-laws Lodgment Registration	\$231.00 Plus Land titles fee	Per lodgment
Meetings		
Attending all weekday meetings other than annual general meeting held in agent's offices during business hours. Attending all adjourned meetings & all meetings at a venue outside agent's office.	hourly rate for relevant staff	Per hour (min 1 hour)
Preparation of agendas & minutes of any other general meetings & committee meetings not immediately after the annual general meeting & arranging executive committee meetings by written vote.	hourly rate for relevant staff	Per hour (min 1 hour)

* These fees and charges have been negotiated between the parties to the agreement

Addition Fees and Charges (Bundled)

Item - Included (bundled) -	Charge	Unit
Bundled/included disbursement and administrative charges		
Includes **; • Issue levy notice (incl. Postage) • Issue and striking of special levy (incl. Postage) • Photocopying, collating & stapling • Annual General Meeting ○ Postage & handling – small (up to 7 pages) – Beyond included items ○ Postage & handling – medium (7 pages to 19) - Beyond included items ○ Postage & handling – large (20 pages up) - Beyond included items • Telephone charges • Monthly accounts • Overseeing and submitting mandatory trust account to Office of fair trading • Keeping key register (as required) • Affixing common seal (as required) • Providing electronic copies; ○ Certificate of Currency ○ Fire Statement ○ By-laws	Included	Per month
Meeting/s		
Includes; • Attendance at (1) one annual general meeting and concurrent committee held (Mon-Thurs) – Commencing at 4.00 PM for 1 hour on-site or office premises.	Included	Per Meeting

****Excludes** additional duties and requirements specified by changes in legislation or 3rd party pricing changes introduced after the commencement of this agreement, distribution of applications for NCAT orders and dealing with court or Tribunal subpoenas.



WHELAN PROPERTY GROUP
STRATA MANAGEMENT SERVICES

WHELAN PROPERTY GROUP

ABN: 28 116 912 488
PO BOX 75, STRAWBERRY HILLS NSW 2012
277 PYRMONT STREET, ULTIMO NSW 2007
T: 02 9219 4111 | F: 02 9281 9915
E: strata@whelanproperty.com.au
www.whelanproperty.com.au

NOTICE OF COMPANY NOMINEE AUTHORISATION

Please note: this form must be signed under seal or Power of Attorney issued by the company. If under Power of Attorney, a copy of the document or registration details should be returned with this form.

TO: The Secretary,
The Owners of Strata Plan No: _____

TAKE NOTICE, pursuant to Section 154 of the Strata Schemes Management Act 2015, THAT

_____ specifies

_____ as its Company Nominee, with respect to

Lot(s) _____ in Strata Plan No: _____

DATED this _____ day of _____ 20__

The Common Seal of _____ was hereunto
affixed by authority of its Board Directors in the presence of:

Secretary/Director

Director

Proxy appointment – proprietor of a lot

Community Land Management Act 2021

Approved form: Community Land Management Act 2021 (Clause 25(2) of Schedule 1)

Date

I/We [name(s)]

the proprietor(s) of lot [address]

In Deposited Plan
No.

Appoint [name of first appointee]

Of [first appointee's address]

as my/our proxy for the purposes of meetings of the association (including adjournments of meetings).

I/We appoint [second appointee's name]

Of [second appointee's address]

as my/our proxy for the purposes of meetings of the association (including adjournments of meetings) if the named above already holds the maximum number of proxies allowed.

Period or number of meetings for which appointment of proxy has effect [Tick, OR tick and complete, whichever applies below]:

- | | |
|------------------------------------|---|
| ☐ 1 meeting | ☐ [please insert number] <input type="text"/> meetings |
| ☐ 1 month | ☐ [please insert number] <input type="text"/> months |
| ☐ 12 months | ☐ 2 consecutive annual general meetings |

(Note: The appointment cannot have effect for more than 12 months or 2 consecutive annual general meetings, whichever is the greater.)

[Tick and complete whichever applies below]:

- ☐ **1. This form authorises the proxy to vote on my/our behalf on all matters.**

OR

- ☐ **2. This form authorises the proxy to vote on my/our behalf on the following matters only:**
[Specify the matters and any limitations on the manner in which you want the proxy to vote.]

- ☐ **3. If a vote is taken on whether (the managing agent) should be appointed or remain in office or whether another managing agent is to be appointed, I/we want the proxy to vote as follows:**

I understand that, if the proxy already holds more than the maximum number of proxies allowed, the proxy will not be permitted to vote on my/our behalf on any matters.

Signature of proprietor/s

X
Name [print]:

X
Name [print]:

Proxy appointment – proprietor of a lot

Community Land Management Act 2021

NOTES ON APPOINTMENT OF PROXIES

1. This form is ineffective unless it contains the date on which it was made and it is given to the secretary of the association at or before the first meeting in relation to which it is to operate.
2. This form can be revoked by a later proxy appointment form delivered to the secretary of the association in the manner described in the preceding paragraph.
3. This proxy is valid for any general meetings held during the period (if any) specified on page 1 of this form. If no period is specified then this proxy ends after 12 months or two annual general meetings, whichever occurs later.
4. If a person holds more than the total number of proxies permissible, the person cannot vote using any additional proxies. The total number of proxies that may be held by a person (other than proxies held by the person as the co-owner of a lot) voting on a resolution are as follows:
 - (a) if the scheme has 20 development lots or neighbourhood lots or fewer—1,
 - (b) if the scheme has more than 20 development lots or neighbourhood lots—a number that is not more than 5% of the total number of development lots or neighbourhood lots.
5. Despite (4), a person who owns more than 1 development lot or neighbourhood lot in a scheme may appoint a single proxy in respect of all the lots they own.
6. A provision of a contract for the sale of a relevant lot in a community land scheme, or of any ancillary or related contract or arrangement, is void and unenforceable to the extent that it:
 - (a) requires the purchaser of a lot, or any other person, to cast a vote at a meeting of the association at the direction of another person, or
 - (b) requires the purchaser to give a proxy at the direction of another person for the purpose of voting at a meeting of the association.

NOTES ON RIGHTS OF PROXIES TO VOTE

1. A duly appointed proxy:
 - (a) may vote on a show of hands (or by any other means approved by a general resolution at a meeting of the owners corporation), subject to any limitation in this form, or may demand a poll, and
 - (b) may vote in the person's own right if entitled to vote otherwise than as a proxy, and
 - (c) if appointed as a proxy for more than one person, may vote separately as a proxy in each case.
2. A proxy is not authorised to vote on a matter:
 - (a) if the person who appointed the proxy is present at the relevant meeting and also casts a votes on the matter, or
 - (b) so as to confer a pecuniary or other material benefit on the proxy, if the proxy is a managing agent, facilities manager or on-site residential property manager, or
 - (c) if the right to vote on any such matter is limited by this form.

Form: 11R
Release: 4-4

REQUEST

New South Wales
Real Property Act 1900

Leave this space clear. Affix additional
pages to the top left-hand corner.

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

All Statutory Declarations and evidence that are lodged in support of land dealings will be treated as publicly accessible and will be disclosed to persons upon request.

STAMP DUTY

Insert Duties Assessment No. as issued by Revenue NSW Office.

Duties Assessment No.

(B) TORRENS TITLE

Lot 1 in Deposited Plan 271188

(C) REGISTERED DEALING

Number

Torrens Title

(D) LODGED BY

Document
Collection
Box

Name, Address or DX, Telephone, and Customer Account Number if any

CODE

R

Email:

Reference: 40029024

(E) APPLICANT

Tanlane Pty Limited ACN 057 579 718

(F) NATURE OF REQUEST

Correcting an omission in Community Management Statement DP271188

(G) TEXT OF REQUEST

The Registrar-General is requested to correct an omission in Community Management Statement DP271188 pursuant to section 12(1)(d) of the Real Property Act 1900 by inserting all missing pages of the Long Term Environmental Management Plan in schedule 2 (LTEMP) of the Community Management Statement. Refer to statutory declaration in Annexure A setting out the nature and circumstances of the omission. A compiled version of the Community Management Statement incorporating all pages of the LTEMP is attached to this request as Annexure B.

DATE

(H)

Certified correct for the purposes of the Real Property Act 1900 on behalf of the applicant by the person whose signature appears below.

Signature:

Signatory's name:

Signatory's capacity:

solicitor
CAROUNA ZANDARIN
PIZARRO
SOLICITOR

(I) This section is to be completed where a notice of sale is required and the relevant data has been forwarded through eNOS.

The applicant _____ certifies that the eNOS data relevant to this dealing has been submitted and stored under eNOS ID No. _____ Full name: _____ Signature: _____

* s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

Annexure A

Statutory Declaration

I, Carolina Zandarin Pizarro of Dentons Australia, 77 Castlereagh Street, Sydney, New South Wales, solicitor do solemnly and sincerely declare as follows:

1. Dentons Australia prepared and compiled Community Management Statement DP271188 (CMS).
2. Attached to the CMS in schedule 2 is the Long Term Environmental Management Plan (LTEMP).
3. When the CMS was compiled the LTEMP was not properly scanned and every second page of the LTEMP was missing.
4. This omission was only discovered after the CMS was registered with Land Registry Services.
5. The Registrar-General is requested to correct this omission by including all pages of the LTEMP to the CMS in accordance with the compiled version of CMS in Annexure B.

AND I MAKE this solemn declaration conscientiously believing the same to be true, and by virtue of the provisions of the *Oaths Act, 1900*.

Subscribed and declared at Sydney
this 21st day of March
2023
before me:



Justice of the peace/solicitor


Deponent

77 Castlereagh St Sydney NSW 2000

Print address

Certificate under section 34(1)(c) of *Oaths Act 1900* (NSW)

**Please cross out any text that does not apply*

I Deanna Jenkins [insert name of authorised witness], a Solicitor [insert qualification to be authorised witness], certify the following matters concerning the making of this statutory declaration by the person who made it:

1. *I saw the face of the person.

~~*I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering.~~

2. *I have known the person for at least 12 months.

~~*I have confirmed the person's identity using an identification document and the document I relied on was [describe identification document relied on].~~


Signature of authorised witness

Date 21/03/2023

Georges Cove Residences Community Management Statement



Gadigal Country
77 Castlereagh Street
Sydney NSW 2000
Australia
T +61 2 9931 4999
F +61 2 9931 4888
Ref 40029024

Contents

1	By Law 1 – Architectural Standards	14
2	By Law 2 – Building Works and Alterations	15
3	By Law 3 – External Fixtures	17
4	By Law 4 – Maintenance	20
5	By Law 5 – Contractor’s Rights Over Community Property	21
6	By Law 6 – Community Facilities	22
7	By Law 6.8 – Open Space Areas	24
PART 3 - MANDATORY MATTERS		26
8	By Law 8 – Community Property	26
9	By Law 9 – Community Open Space	26
10	By Law 10 – Accessways	27
11	By Law 11 – Internal Fencing	27
12	By Law 12 – Garbage	28
13	By Law 13 – Services	29
14	By Law 14 – Insurance	29
15	By Law 15 – Association Committee	30
16	By Law 16 – Meetings	31
17	By Law 17 – Amounts Payable	33
PART 4 - OPTIONAL MATTERS		34
18	By Law 18 – Behaviour of Owners, Occupiers and Permitted Persons	34
19	By Law 19 – Subsidiary Body Property	34
20	By Law 20 – Washing	35
21	By Law 21 – Storage of Flammable Liquids	35
22	By Law 22 – Keeping of Animals	35
23	By Law 23 – Parking Restrictions	36
24	By Law 24 – Community Association’s Rights and Obligations	37

25	By Law 25 – Obligations of Owners and Occupiers	38
26	By Law 26 – Rules	39
27	By Law 27 – Community Management Services Agreement	39
28	By Law 27 – Retaining Walls	41
	PART 5 - BY LAWS REQUIRED BY PUBLIC AUTHORITIES	43
29	By Law 29 – LTEMP	43
30	By Law 30 – FERP	43
	SIGNATURES, CONSENTS AND APPROVALS	45
	Schedule 1 – Georges Cove Residences Architectural Standards	46
	Schedule 2 – LTEMP	49
	Schedule 3 – FERP	104
	Schedule 4 – Services Plan (works to be executed)	123

Community Land Development Act
Community Management Statement

Warning

- A The terms of this Management Statement are binding on:
- (a) the Community Association;
 - (b) each Subsidiary Body; and
 - (c) each person who is an Owner, lessee, Occupier or mortgagee in possession of a Lot.
- B An Owner or Occupier of a Subsidiary Scheme is bound by the terms of:
- (a) this Management Statement;
 - (b) the Neighbourhood Management Statement if the Subsidiary Scheme is a Neighbourhood Scheme;
 - (c) the Precinct Management Statement if the Subsidiary Scheme is a Precinct Scheme; and
 - (d) the by-law instrument of the Strata Scheme if the Subsidiary Scheme is a Strata Scheme.
- C Under an agreement entered into between Tanlane and the Contractor, Tanlane has appointed the Contractor to carry out certain activities on behalf of Tanlane over the land the subject of the Community Scheme.
- D Despite the terms of this Management Statement, before an Owner or Occupier of a Lot carries out work on that Lot, the Owner or Occupier should obtain any approvals required by Council in respect of that work.

A Statutory Definitions

A word has the meaning given to it by a definition in the Community Titles Legislation if:

- (a) it is defined in the Community Titles Legislation; and
- (b) used but not defined in this Management Statement.

B Further Definitions

In this Management Statement these terms (in any form) mean:

Annual General Meeting an annual general meeting of the Community Association other than the first annual general meeting;

Architectural Standards the “Georges Cove Residences Architectural Standards” prescribed under this Management Statement in Schedule 1 by:

- (a) the Community Association; or
- (b) each Subsidiary Body for its Subsidiary Scheme,

as amended under this Management Statement;

Association Committee the association committee of the Community Association as constituted or elected under this Management Statement and the Management Act;

Association Property the Community Property and the Subsidiary Body Property of the Community Scheme;

BBQ Pavilion a barbecue pavilion which may be constructed on Community Property;

Benefited Owner means any Owner of a Lot that derives support by means of a Retaining Wall from the Lot of a Burdened Owner

Burdened Owner means any Owner of a Lot that provides support to another Lot by means of a Retaining Wall;

Business Day any day except a bank or public holiday throughout New South Wales or a Saturday or Sunday;

Certifier the meaning given to the term “certifier” in part 6 of the Environmental Planning and Assessment Act 1979;

Community Association the community association constituted on registration of the Community Plan;

Community Development Lot a lot that is not:

- (a) Community Property, a public reserve or a drainage reserve;
- (b) land that has become subject to a Subsidiary Scheme; or
- (c) severed from the Community Scheme;

Community Facilities includes the following which may be constructed on Community Property:

- (a) Swimming Pool Area;
- (b) BBQ Pavilion; and
- (c) Outdoor Gym;

Community Parcel the land the subject of the Community Scheme;

Community Plan the community plan registered with this Management Statement;

Community Property:

- (a) lot 1 in the Community Plan;
- (b) land to which the Community Association is a lessee under a lease; and
- (c) land to which the Community Association is a licensee under a licence;

Community Scheme the community scheme constituted on registration of the Community Plan;

Community Open Space that part of community property being Lot 1 on the Community Plan;

Community Titles Legislation the Development Act and the Management Act;

Contractor Mirvac being the contractor appointed by Tanlane to carry out Development Activities on the Community Parcel;

Council Liverpool City Council;

Development Act the Community Land Development Act 2021;

Development Activities any work which the Contractor and all persons authorised by the Contractor must do to complete any development on the Community Parcel including:

- (a) any form of demolition work, building work and work ancillary to or associated with building work on the Community Parcel;
- (b) the installation of Services;
- (c) any form of landscaping work or work ancillary to or associated with landscaping work on the Community Parcel;
- (d) carrying out development in stages;
- (e) any form of work which the Contractor, in its absolute discretion considers is necessary or desirable;
- (f) the subdivision of land forming part of the Community Parcel by any means, including strata subdivision;
- (g) marketing and sales activities including signage and banners on the Community Parcel; and
- (h) the exercise of any right or discretion given to the Contractor under this Management Statement;

Development Consent:

- (a) development consent, numbered DA-24/2017 dated 24 June 2020 granted by Council as amended from time to time; or
- (b) any development consent in substitution either in whole or in part of the subject matter of that development consent;

Display Centre means the display centre established by Mirvac for marketing and selling homes within the Community Scheme;

External Equipment any air-conditioning unit, solar energy collector panel (and any associated equipment), energy conservation equipment or solar hot water system (and any associated equipment), television, radio or other dish;

FERP means the flood emergency response plan for the Community Parcel in Schedule 3;

General Meeting an annual general meeting or a special general meeting of the Community Association;

Government Agency a governmental or semi-government, administrative, fiscal or judicial department or entity, a statutory authority or the Council;

Initial Period the meaning given to the term “initial period” in section 3 of the Management Act;

Law includes:

- (a) the provisions of a statute, rule, regulation, proclamation, ordinance or by-law, present or future, whether state, federal or otherwise; and
- (b) a requirement, notice, order or direction received from or given by a statutory, public or other competent authority;

Lot a Community Development Lot, a Precinct Lot, a Neighbourhood Lot, a Strata Lot or other lot created on subdivision of a Community Development Lot;

LTEMP means the long term environmental management plan for the Community Parcel in Schedule 2 which makes provision for:

- (a) procedures for the management and maintenance of the cap and landfill gas mitigation systems; and
- (b) scenarios where the capping or landfill gas mitigation systems need to be penetrated and reinstated;

Management Act the Community Land Management Act 2021;

Management Statement this community management statement;

Manager the manager described in by-law 27;

Managing Agent an agent appointed under section 53 of the Management Act;

Mirvac Mirvac Homes (NSW) Pty Limited ACN 006 922 998;

Occupier any person in lawful occupation of a Lot;

Open Space Areas any open space areas within Community Property which may include landscaping;

Original Proprietor the Owner or Owners of a Community Development Lot or Community Development Lots as at registration of the Community Plan;

Outdoor Gym the outdoor gym which may be constructed on Community Property;

Owner a person for the time being recorded in the register as entitled to an interest in fee simple in a Lot;

Owners Corporation an owners corporation created on registration of a Strata Plan;

Permitted Person a person on the Community Parcel with the express or implied consent of an Owner or Occupier, the Community Association or a Subsidiary Body;

Public Health Order means any public health order declared by a Government Agency and includes any health guidelines or directives issued by a Government Agency;

Private Service means a Service running through or servicing Lots or Community Property which is not a Statutory Service;

Retaining Wall means any retaining wall on a Lot or Community Property and includes the wall structure, backfill, drainage and associated pit(s) and pipe(s);

Rules the rules made under this Management Statement;

Security Key a key, magnetic card or other device used to:

- (a) open and close doors, gates, buildings or locks; or
- (b) operate alarms, security systems or communications systems;

Service:

- (a) the supply of water, gas, electricity, artificially heated or cooled air or heating oil;
- (b) the provision of sewerage and drainage;
- (c) transmission by telephone, radio, television, satellite or other means
- (d) the provision of security systems; and
- (e) any other facility, supply or transmission;

Service Line means a pipe, wire, cable, duct, conduit or pole by means of which a Service is or is to be provided;

Services Plan means the prescribed diagram attached to this Management Statement showing the Private Services;

Service Provider a statutory or Government Agency or authorised service provider that provides a Service;

Strata Lot a lot in a Strata Plan;

Strata Plan a strata plan that subdivides a Community Development Lot;

Strata Scheme a strata scheme constituted on registration of a Strata Plan;

Tanlane means the Tanlane Pty Limited ACN 057 579 718;

Subsidiary Body the meaning given to the term “subsidiary scheme” in the Management Act;

Subsidiary Body Property the meaning given to the terms “neighbourhood property” and “common property” in the Management Act;

Subsidiary Plan a plan for a Subsidiary Scheme;

Subsidiary Scheme the meaning given to the term “subsidiary scheme” in the Management Act;

Swimming Pool Area the swimming pool and areas (including any toilets and shower) adjacent to the swimming pool which may be constructed on Community Property (and the surrounding area within the fence for those facilities);

Vehicle includes a car, boat, trailer, caravan or any other towable item; and

Works:

- (a) a change to any building;
- (b) a change to any landscaping;
- (c) the construction of a new building or buildings;
- (d) the construction of or a change to a fence;

- (e) the installation of External Equipment;
- (f) the erection of or a change to signs, placards, banners, notices or advertisements;
- (g) the installation of external shutters, blinds, security devices, canopies, awnings or other external improvements other than fly screens on a door on the street facade; or
- (h) a matter referred to in by-law 3.1 within the Community Parcel but excludes:
 - (i) Development Activities; and
 - (j) internal refurbishment to a building within a Lot.

Interpretation

A Construction

In this Management Statement a reference to:

- (a) the singular includes the plural and vice versa;
- (b) any gender includes all other genders;
- (c) other parts of speech and grammatical forms of a defined word or phrase have a corresponding meaning;
- (d) a month or monthly means calendar month or calendar monthly;
- (e) unless stated otherwise, a day means a calendar day;
- (f) a quarter means calendar quarter;
- (g) a person includes:
 - (i) a corporation, partnership, joint venture and government body;
 - (ii) the legal representatives, successors and assigns of that person; and
 - (iii) where the context permits, the employees, agents, contractors and invitees of that person;
- (h) a document includes a reference to that document as amended or replaced;
- (i) a thing includes a part of that thing and includes a right;
- (j) a by-law, attachment or annexure, means a by-law, schedule of, or an attachment or annexure to this Management Statement;
- (k) a Law includes all Law amending, consolidating or replacing them;
- (l) a document is a reference to a document of any kind including an agreement in writing, a certificate, a notice or an instrument;
- (m) a provision of this Management Statement is not to be construed against a party solely on the ground that the party is responsible for the preparation of this Management Statement or a particular provision;
- (n) an asset includes all property of any nature including a business, a right, a revenue and a benefit;

- (o) a body or authority means, if that body or authority has ceased to exist, the body or authority which then serves substantially the same objects as that body or authority;
- (p) the president of a body or authority means, in the absence of a president, the senior officer of the body or authority or any other person fulfilling the duties of the president;
- (q) \$, A\$, Australian dollars or dollars is a reference to the lawful tender of the Commonwealth of Australia; and
- (r) including and similar expressions are not words of limitation.

B Parties bound jointly and individually

A covenant, representation, warranty or an agreement between more than one person binds them jointly and severally.

C Headings

- (a) Headings and bolding are for guidance only and do not affect the construction of this Management Statement.
- (b) The rights, powers and remedies provided in this Management Statement are cumulative with and not exclusive of the rights, powers or remedies provided by Law independently of this Management Statement.

D Severability

- (a) If the whole or any part of a provision of a by-law is void, unenforceable or illegal:
 - (i) it is severed; and
 - (ii) the remainder of these by-laws have full force and effect.
- (b) This clause has no effect if the severance alters the basic nature of this Management Statement or is contrary to public policy.

E Community Association Approval

- (a) A person must make an application for approval of the Community Association or Association Committee under this Management Statement in writing.
- (b) Subject to an express provision in this Management Statement, the Community Association or the Association Committee may in their absolute discretion:
 - (i) give approval conditionally or unconditionally; or
 - (ii) withhold their approval.
- (c) Subject to an express provision in this Management Statement or any provision of the Community Titles Legislation, consents by the Community Association or Association Committee under this Management Statement may be given by:
 - (i) the Community Association at a General Meeting; or
 - (ii) the Association Committee at an Association Committee meeting.

F Community Association Exercise of Rights

- (a) The Community Association may exercise a right, power or remedy:
 - (i) at its discretion; and
 - (ii) separately or concurrently with another right, power or remedy.

- (b) A single or partial exercise of a right, power or remedy by the Community Association does not prevent a further exercise of that or of any other right, power or remedy.
- (c) Failure by the Community Association to exercise or delay by the Community Association in exercising a right, power or remedy does not prevent its exercise later.

PART 1

BY-LAWS FIXING DETAILS OF DEVELOPMENT

Amendments to by-laws

These by-laws relate to the management, administration, control, use or enjoyment of lots in an association scheme or the association property and to the control or preservation of the essence or theme of the Community Scheme (See section 128 of the Management Act)

1 By Law 1 – Architectural Standards

Standards

- 1.1 The Architectural Standards that apply as at the date of registration of the Community Plan are set out in Schedule 1. The Community Association may prescribe and amend Architectural Standards for the Community Parcel.
- 1.2 A Subsidiary Body may prescribe Architectural Standards for a Subsidiary Scheme.
- 1.3 If a Subsidiary Body prescribes Architectural Standards under this by-law:
 - (a) the Subsidiary Body must promptly serve on the Community Association a copy of any Architectural Standards prescribed; and
 - (b) thereafter the Community Association is responsible for those Architectural Standards.
- 1.4 The parties bound by this Management Statement are bound by those Architectural Standards.

Conflict

- 1.5 If there is a conflict between the Architectural Standards as prescribed by a Subsidiary Body and the Architectural Standards as prescribed by the Community Association, the Architectural Standards of the Community Association prevail.

Application to amend

- 1.6 An Owner may request the Community Association to amend for that Lot the Architectural Standards.
- 1.7 A Subsidiary Body may request the Community Association to amend the Architectural Standards.
- 1.8 An application must contain sufficient detail of the proposed amendments to enable the Community Association or the Subsidiary Body or both of them to understand with reasonable certainty the nature and extent of the proposed amendments.

Decision of Community Association

- 1.9 The Community Association must refer an application to amend the Architectural Standards to a General Meeting for the decision by that General Meeting.
- 1.10 The Community Association may in order to determine an application, request additional information, reports or documents.
- 1.11 By unanimous resolution, the Community Association may amend the Architectural Standards.
- 1.12 Despite by-law 1.11 or anything else in this Management Statement, until dwellings have been constructed on all Lots in the Community Plan, the Contractor may provide

to the Community Association amended Architectural Standards and those amended Architectural Standards are taken to be the new Architectural Standards as if the Community Association had prescribed those new Architectural Standards according to by-law 1.1.

Copy of Standards to be provided

- 1.13 If the Community Association amends the Architectural Standards, then the Community Association must, within a reasonable time, deliver a copy of the amendments to:
- (a) each Subsidiary Body; and
 - (b) each Owner of a Community Development Lot.
- 1.14 If requested by an Owner or a Subsidiary Body, the Community Association must provide, at the reasonable cost of that Owner or Subsidiary Body, a current copy of the Architectural Standards.
- 1.15 If requested by an Owner, a Subsidiary Body must provide, at the reasonable cost of that Owner, a current copy of the Architectural Standards for that Subsidiary Scheme.
- 1.16 The Community Association must register an amendment to Schedule 1 of the Management Statement after the Architectural Standards are amended in accordance with this By-Law 1.

2 By Law 2 – Building Works and Alterations

Approvals

- 2.1 A person must not:
- (a) lodge any development application with Council in respect of; or
 - (b) carry out Works on,
any Lot, Community Property (if consent to those works is granted by the Community Association) or Subsidiary Body Property unless that person first obtains the written consent of the Association Committee.
- 2.2 In addition to the approval of the Association Committee under by-law 2.1, a person must obtain the consent of:
- (a) the relevant Subsidiary Body; and
 - (b) if required, a Certifier, the Council or other Government Agency.

Plans and Specifications

- 2.3 Any party seeking approval for the carrying out of any Works must submit plans and specifications for the approval of the Association Committee.
- 2.4 The Association Committee may retain the services of an independent consultant with special skills and expertise in:
- (a) architecture;
 - (b) landscaping;
 - (c) geotechnical engineering; or
 - (d) any other relevant discipline,

to advise and assist the Association Committee in performing its powers under this by-law.

Decision of Association Committee

- 2.5 The Association Committee must not approve an application to carry out Works, if the proposed Works:
- (a) are not consistent with the essence or theme of the Community Scheme;
 - (b) conflict with or do not comply with the LTEMP;
 - (c) conflict with or do not comply with the FERP;
 - (d) impact the gas mitigation measures on any Lot, Community Property or Subsidiary Body Property; or
 - (e) do not comply with the Architectural Standards.
- 2.6 To assist the Association Committee with its decision on any plans and specifications, the Association Committee may request a person to submit:
- (a) additional plans and specifications;
 - (b) additional information, reports or documents;
 - (c) details of changes to be made to the plans and specifications if a Government Agency or the Council or both require those changes; and
 - (d) any other relevant information, facts or material.
- 2.7 If the Association Committee does not make a decision within 3 months after receiving all information required to make a decision, then it has not approved the Works.
- 2.8 If the Association Committee approves Works, then that approval does not prevent the Association Committee from disapproving or approving with conditions future Works of the same or similar nature.
- 2.9 For the purpose of this by-law 2:
- (a) a decision by the Association Committee is binding on the party seeking approval; and
 - (b) the party seeking approval expressly waives its rights to any claim or damages in respect of a decision of the Association Committee.

Expert Determination

- 2.10 A party must endeavour in good faith to resolve a dispute under this Management Statement before any action is taken under by-law 2.11.
- 2.11 In the event a person disputes that the Association Committee has properly applied the Architectural Standards in making a determination under this by-law, then upon application by that person or the Association Committee the matter can be referred to an expert determinator as appointed by the President of the Australian Institute of Architects.
- 2.12 A decision of the expert determinator appointed under by-law 2.11, is a decision of the Association Committee and binds all parties.

Conditions of Approval and Bond.

- 2.13 The Association Committee may require an applicant to deposit a bond of a kind and upon conditions acceptable to the Association Committee to be held on account of any

damage that may be caused to Community Property or Subsidiary Body Property as a result of any Works.

- 2.14 Subject to by-law 2.15 any bond lodged under this by-law must be returned to the applicant within 90 days after:
- (a) notification by the applicant of completion of the Works; and
 - (b) request for return of the bond.
- 2.15 If the Association Committee calls on the bond, the Association Committee must return the proceeds of the bond to the applicant after the Association Committee deducts a reasonable amount for any damage that may be caused to Community Property or Subsidiary Body Property as a result of any Works.

Works

- 2.16 Prior to the carrying out of any Works, a party must obtain the necessary approvals in accordance with this by-law.
- 2.17 During the carrying out of any Works, a party must:
- (a) ensure no damage to Services within the Community Scheme;
 - (b) ensure that the Works are carried out in a proper and workmanlike manner;
 - (c) ensure the Works are carried out to the satisfaction of the appropriate Subsidiary Body, the Community Association and, if appropriate, the Council or other Government Agency;
 - (d) repair any damage caused to Community Property or Subsidiary Body Property or both as a result of the Works; and
 - (e) carry out the Works promptly.
- 2.18 No Works will be permitted to be constructed or remain unless approval has been obtained under this by-law and the provisions of this by-law 2 have been satisfied.

No Warranty

- 2.19 The Association Committee makes no warranty as to the fitness of Works for their intended purpose by approving plans and specifications submitted to it by a party seeking approval.
- 2.20 If an Owner or Occupier does not comply with this by-law, then the Community Association may exercise its rights under by-law 24.2.

Contractor's Rights

- 2.21 Nothing in this by-law:
- (a) affects the rights of the Contractor under by-law 5 to carry out Development Activities; or
 - (b) imposes an obligation on the Contractor to obtain consent under by-law 2.1 for the purposes of carrying out Development Activities.

3 By Law 3 – External Fixtures

Appearance

- 3.1 A proposal by an Owner or Occupier or a Subsidiary Body to construct, install or maintain on or in a Lot, Community Property or Subsidiary Body Property anything

which can be seen from outside the Lot, Community Property or Subsidiary Body Property is taken to be Works (and may only be carried out in accordance with by-law 2).

Transmitting and Receiving Devices

- 3.2 An Owner or Occupier or Subsidiary Body must not install any television, radio or other radio antenna, dish, tower or any other transmitting and receiving device on a Lot which can be seen from outside the Lot, Community Property or Subsidiary Body Property.

External Shutters

- 3.3 An Owner, Occupier or a Subsidiary Body must not construct, install or maintain on or in a Lot, Community Property or Subsidiary Body Property any shutters, blinds, canopies, awnings, security devices or any external improvement other than security screens and fly screens.

External Equipment

- 3.4 An Owner, Occupier, the Community Association or Subsidiary Body must not install, maintain on or in a Lot, Community Property or Subsidiary Body Property any External Equipment:
- (a) unless the External Equipment was installed by the Contractor or approval of the Association Committee has been obtained under by-law 2;
 - (b) on any balcony of a Lot, on the outside of a building on a Lot;
 - (c) in any area visible from the ground level outside the Lot or any Community Property or Subsidiary Body Property.

Air-conditioning

- 3.5 An Owner or Occupier must not install or maintain any air-conditioning unit;
- (a) on any balcony of a Lot;
 - (b) on the outside of a building on a Lot; or
 - (c) in any area visible from the ground level outside the Lot or any Community Property or Subsidiary Body Property
- unless the air-conditioning unit was installed by the Contractor or approval of the Association Committee has been obtained under by-law 2.
- 3.6 The Community Association and each Subsidiary Body must not install or maintain any air-conditioning unit on or in any area of Community Property or Subsidiary Body Property that is visible from the ground level outside a Lot, the Community Property or Subsidiary Body Property.

Retaining Wall

- 3.7 Without limiting this by-law, if an Owner, Occupier or Subsidiary Body wishes to carry out Work that may impact on a Retaining Wall, that person must obtain the written consent of the Association Committee before that person commences the Work.
- 3.8 An application for consent by an Owner, Occupier or Subsidiary Body under by-law 3.7 must include a report from a qualified structural and geotechnical engineer certifying that the proposed Work will not have an adverse impact on any Retaining Wall.

Paving and Concreting

- 3.9 An Owner, Occupier or Subsidiary Body must obtain the approval of the Association Committee for all paving and concreting to be installed in a Lot. Any new or replacement paving and concreting within a Lot must:
- (a) be consistent with the colour, standard and quality provided by the Contractor in the Community Parcel and within Lots surrounding the Community Parcel;
 - (b) not interfere with the gas mitigation measures on the Lot; and
 - (c) comply with the LTEMP.

Shading Screens

- 3.10 Sheeting or shading screens fixed to pergola structures are not permitted if those sheeting or shading screens are visible from Community Property, from Subsidiary Property or from ground level anywhere outside the Lot unless they were installed by the Contractor or they are installed with the consent of the Association Committee.

Security Devices

- 3.11 An Owner, Occupier or Subsidiary Body may install a security alarm and security cameras (**Security Devices**) in a Lot or Subsidiary Property without the consent of the Community Association or Subsidiary Body if:
- (a) the alarm is a “back to base” facility;
 - (b) the alarm is silent;
 - (c) the alarm does not have flashing lights;
 - (d) the installation is not attached to or interfere with Community Property or Subsidiary Body Property;
 - (e) the Security Devices are installed in a good and workmanlike manner by qualified tradespersons;
 - (f) the appearance of the Security Devices is not unsightly and is not likely to cause a nuisance to or interfere with the enjoyment of owners or occupiers
- 3.12 An Owner or Occupier must obtain prior approval of the Subsidiary Body under by-law 2 if the installation of a security alarm is attached to or interferes with Subsidiary Body Property.
- 3.13 If the Association Committee, acting reasonably, determines that a Security Device installed on a Lot is in breach of this by-law the Association Committee may require the Owner or Occupier to remove or rectify the Security Device in compliance with the requirements of by-law 2.16 and 2.17.

Signs

- 3.14 The Contractor is permitted to place signs, placards, banners, notices or advertisements within the Community Scheme while the Contractor is carrying out Development Activities.
- 3.15 Nothing in this by-law:
- (a) affects the rights of the Contractor under by-law 5 to carry out Development Activities; or
 - (b) imposes an obligation on the Contractor to obtain consent under by-law 3.1 for the purposes of carrying out Development Activities.

4 By Law 4 – Maintenance

- 4.1 An Owner or Occupier must keep that Owner's or Occupier's Lot clean and tidy and in good repair and condition.

Exterior and Garden Maintenance

- 4.2 Subject to by-law 4.3, an Owner or Occupier of a Lot must carry out all maintenance and repairs to the exterior of any buildings on the Lot and to all gardens and grassed areas on the Lot (unless such maintenance or repair is the responsibility of a Subsidiary Body):

- (a) in a proper and workmanlike manner;
- (b) promptly;
- (c) to the reasonable satisfaction of the Community Association; and
- (d) in compliance with the Architectural Standards.

- 4.3 By-law 4.2 applies to any Subsidiary Body with respect to any buildings and all gardens and grassed areas on the Subsidiary Body Property.

Community Association to give notice

- 4.4 The Community Association may give a notice to an Owner or Occupier or a Subsidiary Body requiring an Owner or Occupier or Subsidiary Body to comply with the terms of this by-law.
- 4.5 If an Owner or Occupier or a Subsidiary Body does not comply with this by-law, then the Community Association may exercise its rights under by-law 24.2.

Maintenance of Subsidiary Body Property

- 4.6 Each Subsidiary Body must maintain its respective Subsidiary Body Property:
- (a) in a proper and workmanlike manner;
 - (b) regularly;
 - (c) to the reasonable satisfaction of the Community Association; and
 - (d) in compliance with the Architectural Standards.

PART 2
ASSOCIATION PROPERTY RIGHTS

Amendment to by-laws

These by-laws may only be amended after the expiry of the initial period by a special resolution and with the written consent of each person entitled by the by-law to use the restricted y property (see section 135 of the Management Act).

5 By Law 5 – Contractor’s Rights Over Community Property

Restricted Use Rights

- 5.1 To enable the Contractor to carry out Development Activities, use of the Community Property is restricted to the Contractor on the terms of this by-law 5, for so long as Tanlane is the Owner of a Lot within the Community Scheme.

End of Restricted Use Rights

- 5.2 Restricted use of the whole or a particular part of the Community Property ceases when the Contractor serves a notice on the Community Association informing the Community Association that Development Activities for the Community Property or a particular part of the Community Property have been completed.
- 5.3 Despite by-law 5.2, restricted use of a particular part of the Community Property ceases when Tanlane is no longer the Owner of any Lot within the Community Scheme or a Subsidiary Scheme.

Contractor’s Rights

- 5.4 The Contractor has all rights necessary to enable the Contractor to carry out the Development Activities including the right to:
- (a) unrestricted access by any means and at all times over Community Property;
 - (b) the use of any part of the Community Parcel to exercise rights under this by-law;
 - (c) place on or attach to Community Property temporary offices, sheds, depots, building materials, cranes and other equipment;
 - (d) install, connect or alter Services on or within Community Property;
 - (e) lock or secure part of the Community Property, provided the Contractor gives the secretary of the Community Association a key for the locked or secured area;
 - (f) attach and place marketing and advertising signs, placards, banners, notices or advertisements on the Community Parcel;
 - (g) conduct sales and marketing activities (including auctions) on the Community Parcel;
 - (h) park motor vehicles and equipment on Community Property;
 - (i) build and use a Display Centre on the Community Property;
 - (j) hold events or functions on the Community Parcel in connection with the selling and leasing of Lots in the Community Parcel; and
 - (k) exercise the rights under this by-law at any time.

Contractor's Obligations

- 5.5 The Contractor must:
- (a) repair any damage occurring to the Community Parcel as a result of Development Activities as soon as practicable after that damage occurs;
 - (b) keep interference with the use by Owners and Occupiers to a minimum so far as is consistent with the Development Activities;
 - (c) maintain any Community Property in respect of which the Contractor has been granted restricted use rights; and
 - (d) on completion of each part of the Development Activities, leave the relevant Community Parcel areas in a clean and tidy condition.

Development Activities

- 5.6 An Owner or Occupier acknowledges that, as a result of the right of the to carry out the Development Activities set out in this by-law, an Owner or Occupier will be subjected to noise and dust (subject to the requirements of Government Agencies) resulting from the Development Activities.

Additional Community Property

- 5.7 As part of the Development Activities, the Contractor may:
- (a) establish the Community Facilities in a development lot; and
 - (b) convert one or more development lots to Community Property on one or more occasions.
- 5.8 If required to do so by the Contractor, the Community Association must consent to the conversion of a development lot or lots to Community Property including:
- (a) passing all necessary resolutions;
 - (b) issuing all necessary certificates; and
 - (c) signing any other documents (including plans) necessary for the conversion to be given effect to and registered;
- 5.9 Each Owner of a Lot must vote in favour of all resolutions necessary to permit the conversion of development lots to Community Property when required by the Contractor.

Levies

- 5.10 There are no matters relating to the determination, imposition and collection of levies arising with respect to the rights under this by-law 5.

Enquiries

- 5.11 Any matters arising from the restricted use rights granted to Tanlane under this by-law must be referred to the Contractor, as contractor for Tanlane, at first instance.

6 By Law 6 – Community Facilities

The following terms and conditions apply to the use of these Community Facilities:

Swimming Pool Area

- (a) The Swimming Pool Area is available for use by an Owner or Occupier seven days a week between the hours of 8 am and 10 pm or other hours nominated from time to time by the Community Association.
- (b) Children under the age of 12 years of age may use the Swimming Pool Area only if accompanied and supervised by an adult.
- (c) Glass objects, drinking glasses and sharp objects are not permitted in the Swimming Pool Area.
- (d) Running, ball playing, noisy or hazardous activities are not permitted in the Swimming Pool Area.
- (e) Swimming pool equipment must not be interfered with, operated or adjusted except with the approval of the Community Association.
- (f) Permitted Persons may not use the Swimming Pool Area unless they are accompanied by an Owner or Occupier.
- (g) The Swimming Pool Area must be left in a clean and tidy condition and all rubbish removed after use.

Outdoor Gym

- (h) The Outdoor Gym is available for use by an Owner or Occupier seven days a week between the hours of 8 am and sunset.
- (i) Children under the age of 18 years must be accompanied and supervised by an adult.
- (j) The Outdoor Gym may only be used as an outdoor gym except with the written approval of the Community Association.
- (k) Permitted Persons may not use the Outdoor Gym unless they are accompanied by an Owner or Occupier.
- (l) Owners or Occupiers must use a towel when using the Outdoor Gym and wipe clean all surfaces after use.
- (m) The Outdoor Gym must be left in a clean and tidy condition.

BBQ Pavilion

- (n) The BBQ Pavilion is available for use by an Owner or Occupier seven days a week between the hours of 8.00am and 10.00pm.
- (o) Children under the age of 12 years must be accompanied and supervised by an adult.
- (p) The BBQ Pavilion must be left in a clean and tidy condition and all rubbish removed after use.
- (q) Permitted Persons may not use the BBQ Pavilion unless they are accompanied by an Owner or Occupier.

Use by Permitted Persons

- 6.2 Owners and Occupiers of a Lot may be accompanied onto Community Facilities by no more than 5 Permitted Persons per Lot at any one time.

- 6.3 The Association Committee may from time to time by notice to Owners and Occupiers increase or reduce the number of Permitted Persons permitted under by-law 6.2.

Community Association can evict

- 6.4 The Community Association may evict an Owner, Occupier or Permitted Person from the Community Facilities where the Owner, Occupier or Permitted Person uses language or behaves in a manner likely to cause offence or embarrassment to an Owner or Occupier of another Lot or to a Permitted Person as determined by the Community Association or behaves inappropriately in some other manner as determined by the Community Association.
- 6.5 If an Owner, Occupier or Permitted Person is evicted from the Community Facilities under this by-law, the Owner, Occupier or Permitted Person:
- (a) may be prevented by the Community Association from using the Community Facilities for a period of one month following the date of such eviction or such other period not exceeding four months, as determined by the Community Association; and
 - (b) must pay to the Community Association any security or other costs of the Community Association in evicting that Owner, Occupier or Permitted Person and costs associated with restricting and reinstating access to the Community Facilities.

Third Party Agreements

- 6.6 The Community Association may enter into agreements with third parties in respect of the Community Association's obligations in respect of the Community Facilities.

Public Health Order

- 6.7 The Community Association may temporarily close or restrict access to and the use of Community Facilities in compliance with any Public Health Order.
- 6.8 If the Community Association temporarily closes Community Facilities in accordance with by-law 6.7 then the Community Association must place a notice of closure on the notice board on Community Property.

7 By Law 6.8 – Open Space Areas

Open Space Areas

The following terms and conditions apply to the use of the Open Space Areas:

- (a) the Open Space Areas are available for use by an Owner or Occupier seven days a week between the hours of 8 am and 10 pm or other hours nominated from time to time by the Community Association;
- (b) children under the age of 12 years of age may use the Open Space Areas only if accompanied and supervised by an adult;
- (c) the consent of the Community Association is required to hold functions in or around the Open Space Areas;
- (d) the Community Association may evict an Owner, Occupier or Permitted Person from the Open Space Areas where the Owner, Occupier or Permitted Person uses language or behaves in a manner likely to cause offence or embarrassment to an Owner or Occupier of another Lot or to a Permitted Person as determined

by the Community Association or behaves inappropriately in some other manner as determined by the Community Association;

- (e) Permitted Persons may not use the Open Space Areas unless they are accompanied by an Owner or Occupier.

Third Party Agreements

- 7.2 The Community Association may enter into agreements with third parties in respect of the Community Association's obligations in respect of the Open Space Areas.

Public Health Order

- 7.3 The Community Association may temporarily close or restrict access to and the use of Open Space Areas in compliance with any Public Health Order.
- 7.4 If the Community Association temporarily closes Open Space Areas in accordance with by-law 7.3 then the Community Association must place a notice of closure on the notice board on Community Property.

PART 3
MANDATORY MATTERS

8 By Law 8 – Community Property

Maintenance of Community Property

- 8.1 The Community Association is responsible for the control, management, operation, maintenance and repair of the Community Property.

Use of Community Property

- 8.2 An Owner or Occupier must obtain the written approval of the Community Association before that Owner or Occupier does any of the following to Community Property:
- (a) leaves anything on Community Property;
 - (b) obstructs the use of Community Property;
 - (c) uses any part of Community Property for the Owner's or Occupier's own purposes;
 - (d) erects on Community Property any structure;
 - (e) attaches to Community Property any item;
 - (f) does or permits anything which might damage Community Property; or
 - (g) alters Community Property.
- 8.3 An Owner or Occupier must:
- (a) give notice to the Community Association of any damage to or defect in the Community Property immediately after an Owner or Occupier becomes aware of any such damage or defect;
 - (b) use anything on the Community Parcel only for purpose for which it was constructed or provided; and
 - (c) only use or enjoy the Community Property in a manner or for a purpose which does not interfere unreasonably with the use and enjoyment of the Community Property by another Owner or Occupier or a Permitted Person.
- 8.4 An Owner or Occupier must:
- (a) not interfere with or damage the Community Property; and
 - (b) compensate the Community Association for any damage caused to the Community Property while that Owner or Occupier (or a Permitted Person on the Community Parcel with the consent of that Owner or Occupier) uses the Community Property.
- 8.5 This by-law is subject to the rights of the Contractor under by-law 5.

9 By Law 9 – Community Open Space

Maintenance of Community Open Space

- 9.1 The Community Association is responsible for the control, management, operation, maintenance and repair of the Community Open Space.

Use of Community Open Space

- 9.2 The Community Open Space is available for use by an Owner or Occupier seven days a week between the hours of 8 am and 10 pm or other hours nominated from time to time by the Community Association.
- 9.3 Children under the age of 12 years of age may use the Community Open Space only if accompanied and supervised by an adult.
- 9.4 The consent of the Community Association is required to hold functions in or around the Community Open Space.
- 9.5 The Community Association may evict an Owner, Occupier or Permitted Person from the Community Open Space where the Owner, Occupier or Permitted Person uses language or behaves in a manner likely to cause offence or embarrassment to an Owner or Occupier of another Lot or to a Permitted Person as determined by the Community Association or behaves inappropriately in some other manner as determined by the Community Association.
- 9.6 Permitted Persons may not use the Community Open Space unless they are accompanied by an Owner or Occupier.

Third Party Agreements

- 9.7 The Community Association may enter into agreements with third parties in respect of the Community Association's obligations in respect of the Community Open Space.

Public Health Order

- 9.8 The Community Association may temporarily close or restrict access to and the use of Community Open Space in compliance with any Public Health Order.
- 9.9 If the Community Association temporarily closes Community Facilities in accordance with by-law 9.8 then the Community Association must place a notice of closure on the notice board on Community Property.

10 By Law 10 – Accessways

No part of the Community Property has been set apart as an accessway under the Development Act.

11 By Law 11 – Internal Fencing

Restrictions on Construction

- 11.1 If an Owner, Occupier or Subsidiary Body proposes to construct or replace a fence on a Lot or Subsidiary Body Property, in addition to the approval of the Association Committee, an Owner or Occupier or Subsidiary Body must obtain the consent of:
- (a) the relevant Subsidiary Body (where an Owner or Occupier proposes to construct or replace a fence on Subsidiary Body Property); and
 - (b) if required the Council or other Government Agency.

External & Internal

- 11.2 Subject to by-law 11.3, the Dividing Fences Act 1991 applies to any external and internal boundary fences erected within the Community Scheme.

- 11.3 An Owner must not request that Tanlane or the Contractor contribute towards costs of the erection of an internal boundary fence if Tanlane is the owner of the relevant adjoining Lot.

Architectural Standards

- 11.4 A fence erected within the Community Parcel must comply with the Architectural Standards.

Community Property and Subsidiary Body Property Fencing

- 11.5 The Community Association is responsible for the maintenance and replacement of fencing of Community Property.
- 11.6 A Subsidiary Body is responsible for the maintenance and replacement of common fences between Community Property and Subsidiary Body Property.
- 11.7 By-law 11.5 does not apply if a person using Community Property damages the fencing.

12 By Law 12 – Garbage

General Obligations

- 12.1 Each Owner and Occupier must secure and store that person's container for garbage and recyclable materials ("container") so that it:
- (a) is hidden from view from outside the Lot; and
 - (b) does not emit odours.
- 12.2 Each Owner and Occupier may place that person's container, on the nominated garbage collection days at the front of that Owner or Occupier's Lot or in other locations nominated by the Council or the Community Association
- 12.3 An Owner or Occupier must ensure that person's container is visible from outside that Lot for the minimum time that will permit garbage collection on the nominated garbage collection days which must not exceed 12 hours.

Cleaning Up Spills

- 12.4 An Owner or Occupier must clean up any spillage of garbage or recyclable material on Community Property or Subsidiary Body Property which is caused by that Owner or Occupier.

Rules

- 12.5 An Owner or Occupier must comply with any rules or by-laws about garbage collection and the recycling of garbage made by:
- (a) Council;
 - (b) the Community Association; or
 - (c) if the Owner or Occupier's Lot is a Lot in a Subsidiary Scheme, the relevant Subsidiary Body.

13 By Law 13 – Services

Private Services provided by the Community Association

- 13.1 In addition to its powers under the Management Act, the Community Association has the power for itself and for Owners Corporations to:
- (a) provide Private Services to Owners Corporations, Owners or Occupiers as shown on the Services Plan;
 - (b) arrange for the installation and maintenance of Service Lines to provide Private Services; and
 - (c) make agreements with persons to monitor or provide Private Services.

Statutory easement

- 13.2 It is not intended to create statutory easements in accordance with section 34 of the Development Act.

Installation and maintenance of Services

- 13.3 The Community Association is responsible for and must maintain Private Services and associated Service Lines installed at the time of registration of the Community Plan and that may be installed after registration of the Community Plan.
- 13.4 Service Lines may not be installed in the position shown on the Services Plan. If this happens, Community Association members, Owners Corporations and Owners must allow the Community Association to register another plan as an amendment to this Management Statement.

14 By Law 14 – Insurance

- 14.1 The Community Association must take out insurances required under the Management Act including the following policies:
- (a) to cover any building or structure on the Community Property against damage or destruction by fire, lightning, explosion or other prescribed risk;
 - (b) under the Workers Compensation Act 1987;
 - (c) to cover damage to the Community Property and for death and bodily injury for which the Community Association could become liable in damages;
 - (d) against damages for which the Community Association could become liable because of work done by a voluntary worker;
 - (e) to cover accidental injury to, or accidental death of, a voluntary worker;
 - (f) against the possibility of the members of the Community Association becoming jointly liable under a claim arising out of any other event against which the Community Association decides by special resolution to insure; and
 - (g) insurances required to be taken out in the by-laws in Part 5 of this Management Statement, if any.
- 14.2 The Community Association must review, on an annual basis:
- (a) all of its insurance; and
 - (b) the need for new or additional insurances.

- 14.3 Notice of an Annual General Meeting must include a form of motion to decide whether the insurances of the Community Association should be confirmed, varied or extended.
- 14.4 If there is an increase in risk or a new risk to the Community Property then the Community Association must immediately:
- (a) effect new insurances; or
 - (b) vary or extend existing insurances.
- 14.5 An Owner or Occupier must obtain the written approval of the Community Association before it does anything that might:
- (a) void or prejudice the Community Association's insurance; or
 - (b) increase any insurance premium which the Community Association pays.

15 By Law 15 – Association Committee

Constitution

- 15.1 The Association Committee must be established under the Management Act.
- 15.2 The officers of the Association Committee are the secretary, treasurer and chairperson.

Functions of the Secretary

- 15.3 The functions of the secretary of the Association Committee include:
- (a) convening meetings of the Community Association and the Association Committee;
 - (b) preparing and distributing minutes of meetings of the Community Association and the Association Committee;
 - (c) giving a notice on behalf of the Community Association and the Association Committee required to be given under the Management Act;
 - (d) maintaining the Community Association roll;
 - (e) supplying certificates setting out details of insurances, contributions and other matters under division 1 of part 9 of the Management Act;
 - (f) answering communications addressed to the Community Association or the Association Committee;
 - (g) performing administrative or secretarial functions on behalf of the Community Association and the Association Committee; and
 - (h) keeping records under division 1 of part 10 of the Management Act.

Functions of the Treasurer

- 15.4 The functions of the treasurer of the Association Committee include:
- (a) notifying members of the Community Association of contributions levied under the Management Act and collecting those contributions;
 - (b) receiving, acknowledging, banking and accounting for any money paid to the Community Association under this Management Statement or the Community Titles Legislation;
 - (c) preparing certificates providing details of contributions, insurances and other matters under division 2 of part 10 of the Management Act;

- (d) keeping prescribed accounting records as required under division 4 of part 5 of the Management Act; and
- (e) preparing financial statements as required under division 3 of part 5 of the Management Act.

Function of the Chairperson

- 15.5 The function of the chairperson is to preside at Community Association meetings and Association Committee meetings at which the chairperson is present.

Sub-Committees

- 15.6 The Association Committee may appoint one or more sub-committees comprising one or more of its members to:
- (a) conduct investigations;
 - (b) perform duties and functions on behalf of the Association Committee; and
 - (c) report the findings of the sub-committee to the Association Committee.

No Remuneration

- 15.7 A member of the Association Committee is:
- (a) not entitled to any remuneration for the performance of that person's functions; and
 - (b) entitled to reimbursement for reasonable out of pocket expenses incurred by that person in the performance of that person's functions.

Protection of Association Committee members from liability

- 15.8 A member of the Association Committee is not liable for any loss or damage occurring by reason of an act done in that member's capacity as a member of the Association Committee.
- 15.9 By-law 15.8 does not apply if a member is fraudulent or negligent.

16 By Law 16 – Meetings

- 16.1 Subject to the provisions of the Management Act, the Association Committee may:
- (a) meet together for the conduct of business, adjourn and otherwise regulate its meetings as the Association Committee thinks fit;
 - (b) make decisions on the day to day administration of the Community Association;
 - (c) make decisions in relation to applications for consent under the Management Statement; and
 - (d) subject to this Management Statement, regularly call a meeting of the Association Committee.

Right of Owner to Attend Meetings

- 16.2 An Owner or, if the Owner is a corporation, the Owner's nominee, may attend a meeting of the Association Committee.
- 16.3 That Owner may address the meeting only if the Association Committee passes a resolution authorising the person to do so.

Meeting at Request of Members

- 16.4 The secretary must convene a meeting as soon as practicable after receiving a qualified request.
- 16.5 Subject to by-law 16.4, the secretary must convene the meeting within the period of time specified in the request.
- 16.6 The members must give the secretary more than 7 days to convene the meeting.
- 16.7 If no time is specified in the request, then the secretary must convene the meeting within 14 days of receiving the request.
- 16.8 If the secretary is absent, a member of the Association Committee must convene the meeting.

Out of Meeting Determinations

- 16.9 Subject to section 38(3) of the Management Act, a resolution is valid as if it had been passed at a duly convened meeting of the Association Committee even though the meeting was not held if:
 - (a) the person convening the meeting has observed this Management Statement and the Management Act;
 - (b) each member of the Association Committee has been served with a copy of a motion for a proposed resolution to be submitted at the meeting; and
 - (c) the resolution has been approved in writing by a majority of members of the Association Committee.

Notices and Minutes of Meetings

- 16.10 Before each Association Committee meeting, the Association Committee must prepare an agenda for the meeting. This agenda must list the business that the Association Committee will deal with at the Association Committee meeting.
- 16.11 At least 72 hours before a meeting of the Association Committee, the Association Committee must:
 - (a) notify members of the Community Association of the meeting including details of the meeting; and
 - (b) provide each member of the Community Association with a copy of the agenda for the meeting.
- 16.12 If the Community Association has placed a notice board on Community Property, then the Association Committee will have complied with by-law 16.10 if it ensures that the agenda and notice of the meeting are placed on the notice board at least 72 hours before the meeting.
- 16.13 The agenda must list the business that the Association Committee will deal with at the meeting.
- 16.14 The secretary must ensure that:
 - (a) minutes of the Association Committee are sent to each member of the Community Association within 7 days of the meeting; and
 - (b) that the following are properly kept:
 - (i) agendas and minutes of meetings of the Association Committee;

- (ii) records of decisions of the Association Committee; and
- (iii) records of notices.

16.15 If the secretary is absent, then the chairperson must ensure that the Association Committee complies with by-law 16.14.

17 By Law 17 – Amounts Payable

17.1 An Owner must pay:

- (a) contributions levied under this Management Statement and the Community Titles Legislation when they fall due; and
- (b) on demand any costs, charges and expenses of the Community Association incurred in connection with the contemplated or actual enforcement or preservation of any rights under this Management Statement in relation to the Owner or Occupier.

17.2 If a contribution or amount payable under this Management Statement or the Community Titles Legislation is not paid when due, then interest is payable under section 20A(1) of the Management Act.

17.3 Nothing in this by-law prevents the Community Association from recovering any amount exceeding interest calculated under this by-law as a consequence of any amount not being paid when due.

17.4 A certificate signed by the Community Association, its Managing Agent or the secretary of the Association Committee about a matter or a sum payable to the Community Association is prima facie evidence of:

- (a) the amount; or
- (b) any other fact stated in that certificate.

PART 4
OPTIONAL MATTERS

Amendments to by-laws

These by-laws may only be amended or revoked by a special resolution of the Community Association (see section 14(3)(c) of the Management Act).

18 By Law 18 – Behaviour of Owners, Occupiers and Permitted Persons

Noise

- 18.1 An Owner or Occupier must not create any noise on a Lot, Community Property or Subsidiary Body Property which might interfere with the peaceful enjoyment of another Owner or Occupier or Permitted Person.
- 18.2 An Owner or Occupier must not:
- (a) obstruct lawful use of Community Property or Subsidiary Body Property; or
 - (b) use language or behave in a manner likely to cause offence or embarrassment to an Owner or Occupier of another Lot or to a Permitted Person.

Children

- 18.3 An Owner or Occupier must ensure that a child under the care and control of that Owner or Occupier:
- (a) plays only on Community Property or Subsidiary Body Property which is an open space area that is not dangerous or hazardous to children; and
 - (b) only remains in or on Community Property or Subsidiary Body Property comprising any area of possible danger or hazard to children if the child is accompanied by an adult exercising effective control.

Permitted Persons

- 18.4 An Owner or Occupier must ensure that a Permitted Person does not behave in a manner likely to interfere with the peaceful enjoyment of another Owner or Occupier or any other Permitted Person.

19 By Law 19 – Subsidiary Body Property

- 19.1 An Owner or Occupier may only do the following to Subsidiary Body Property if that Owner or Occupier first obtains the written approval of that Subsidiary Body (or the Community Association instead if the Community Association has been granted restricted use rights in respect of that Subsidiary Body Property):
- (a) leave anything on Subsidiary Body Property;
 - (b) obstruct the use of Subsidiary Body Property;
 - (c) use any part of Subsidiary Body Property for the Owner's or Occupier's own purposes;
 - (d) erect any structure on Subsidiary Body Property;
 - (e) attach any item to Subsidiary Body Property;

- (f) do or permit anything to be done to Subsidiary Body Property which might cause damage; or
- (g) alter Subsidiary Body Property.

19.2 An Owner or Occupier must:

- (a) give notice to the relevant Subsidiary Body of any damage to or defect in the Subsidiary Body Property immediately after an Owner or Occupier becomes aware of any damage or defect;
- (b) use a thing on the Subsidiary Body Property only for the purpose for which it was constructed or provided; and
- (c) only use or enjoy the Subsidiary Body Property in a manner or for a purpose which does not interfere unreasonably with the use and enjoyment of the Subsidiary Body Property by another proprietor or occupier or a Permitted Person.

20 By Law 20 – Washing

An Owner or Occupier must not hang any washing, bedding or other articles of a similar nature:

- (a) on any balcony of a Lot, on the outside of a building on a Lot or the outside of a building containing a Lot other than a clothes line affixed to the outside of a building;
- (b) in any area visible from any Community Property or Subsidiary Body Property, road, footpath, parks and the like about the Community Parcel; and
- (c) on any part of the Community Parcel or Subsidiary Body Property.

21 By Law 21 – Storage of Flammable Liquids

21.1 Subject to by-law 21.2, an Owner or Occupier may only store on the Lot or any other part of the Community Parcel any flammable chemical, gas or other material if that Owner or Occupier first obtains the written approval of the Community Association.

21.2 By-law 21.2 does not apply to chemicals, liquids, gases or other material used or intended to be used:

- (a) for domestic purposes; or
- (b) in the fuel tank of a motor vehicle or internal combustion engine.

22 By Law 22 – Keeping of Animals

Community Scheme & Neighbourhood Scheme

22.1 Subject to by-law 22.2, if an Owner or Occupier keeps an animal, then the Owner or Occupier:

- (a) must ensure that the animal is at all times kept under control and within the confines of that Owner or Occupier's Lot;
- (b) must ensure that, when on any other part of the Community Parcel, the animal is accompanied by the Owner or Occupier;

- (c) must, when on any other part of the Community Parcel, keep the animal appropriately tethered and under control; and
- (d) is liable to the Owners and Occupiers of other Lots and each other person lawfully on the Community Parcel for:
 - (i) any noise which is disturbing to an extent which is unreasonable;
 - (ii) for damage to or loss of property or injury to any person caused by the animal; and
 - (iii) is responsible for cleaning up after the animal has used any part of another Lot or any other part of the Community Parcel.

22.2 An Owner or Occupier must not bring any animal into the Community Facilities.

22.3 This by-law applies to any Permitted Person or visitor to the Community Parcel.

23 By Law 23 – Parking Restrictions

23.1 Subject to by-law 23.2, an Owner or Occupier must not park a Vehicle on the Community Parcel.

23.2 Subject to by-law 23.3, an Owner or Occupier may park a Vehicle:

- (a) in a garage or driveway on that Owner's or Occupier's Lot; or
- (b) in an area on the Community Parcel designated by the Community Association as being an area where a Vehicle may be parked; or
- (c) in an area on Subsidiary Body Property designated by the Subsidiary Body as being an area where a Vehicle may be parked.

However, only registered motor vehicles may be parked in front of the building line of a lot as fixed by Council.

23.3 An Owner or Occupier must not park:

- (a) a Vehicle:
 - (i) in the verge;
 - (ii) in the front yard of the Lot unless the Vehicle is parked on the actual driveway;
- (b) a boat, trailer, caravan or any other towable item on any part of that Owner's or Occupier's Lot which is visible from the streets or any other public places (including the road).or park on a road.

23.4 No Vehicles (including trucks) with a gross weight in excess of 2 tonnes are permitted to stand on any part of a lot, road or in the Community Parcel.

Repairs

23.5 An Owner or Occupier must not undertake repairs to any Vehicles on Community Property or on any part of a Lot that is visible from outside that Lot, Community Property or Subsidiary Body Property.

24 By Law 24 – Community Association’s Rights and Obligations

Contracts

- 24.1 The Community Association may, on its own behalf or on behalf of each Subsidiary Body, contract with persons to provide:
- (a) management, operational, maintenance and other services for Community Property or Subsidiary Body Property;
 - (b) Services or amenities to the Owners or Occupiers; and
 - (c) Services or amenities to Community Property or Subsidiary Body Property.

Remedy

- 24.2 The Community Association may do anything on a Lot:
- (a) which should have been done by an Owner or Occupier under this Management Statement but which has not been done or has not been done properly; or
 - (b) to comply with this Management Statement, including remedying, removing or restoring anything on that Lot which breaches this Management Statement.
- 24.3 If by-law 24.2 applies, the Community Association is entitled to:
- (a) enter and remain on the Lot for as long as it is necessary; and
 - (b) recover any costs associated with carrying out works under this Management Statement from the Owner of the Lot.

Trading Activities

- 24.4 The Community Association may, for the purpose of exercising and performing its functions, carry on a business or trading activity.
- 24.5 If the Community Association carries on business or trading activity, then the Community Association:
- (a) must pay into the capital works fund of the Community Association income derived by the Community Association from its business or trading activities;
 - (b) must estimate how much money the Community Association will need to credit to the capital works fund of the Community Association;
 - (c) must levy each member for a contribution to meet expenses associated with carrying on a business or trading activities; and
 - (d) may distribute any net profit derived by the Community Association from carrying on a business or trading activities in accordance with clause 17 of schedule 1 to the Management Act.
- 24.6 If the Community Association suffers a net loss from carrying on its business or trading activities, then the Community Association must impose a levy on each member for a contribution to the capital works fund in order to meet the amount of the net loss.

Not Liable for Damage

- 24.7 The Community Association is not liable for damage to or loss of property or injury to any person in or near the Community Parcel due to any cause.
- 24.8 By-law 24.7 does not apply if, the damage loss or injury follows the negligence or fraud of the Community Association or any employee or agent of the Community Association.

Communications with Community Association

- 24.9 A person must forward complaints, notices or applications to or requests for consideration of matters by the Community Association in writing:
- (a) to the Managing Agent of the Community Association; or
 - (b) if there is no Managing Agent, to the secretary of the Association Committee.

25 By Law 25 – Obligations of Owners and Occupiers

Compliance with Requirements, Orders and Notices

- 25.1 An Owner or Occupier must comply on time with:
- (a) each requirement and orders of each Government Agency;
 - (b) each Law for the Lot and the use or occupation of the Lot; and
 - (c) the terms of any notice displayed on Community Property by the Community Association, Service Provider or other relevant Government Agency.

Contractors

- 25.2 An Owner or Occupier may only directly or indirectly instruct agents, employees or contractors of the Community Association if the Community Association authorises the Owner or Occupier to do so.

Use

- 25.3 An Owner or Occupier must not do any of the following on either that Owner's or Occupier's Lot or on the Community Parcel:
- (a) engage in indecent conduct or any entertainment of an immoral character;
 - (b) engage in any illegal conduct or activity;
 - (c) display any artwork which is visible from the Community Property, Subsidiary Body Property or a road;
 - (d) display holiday lights and/or decorations during the period 1 February to 30 November each year; or
 - (e) erect or display any signage;
 - (f) store any items which are visible by the public (including visible from any roads);
 - (g) do anything that might damage the good reputation of the Community Scheme.
- 25.4 (a) An Owner or Occupier must not, except with the approval of the Community Association:
- (i) roller blade;
 - (ii) skateboard; or
 - (iii) play basketball or any organised sport games, on Community Property or Subsidiary Body Property.
- (b) For the purpose of this by-law, the Community Association is deemed to approve an Owner or Occupier to engage in any fitness activities in the Outdoor Gym.

Permitted Persons

- 25.5 An Owner or Occupier must take all reasonable steps to ensure that a Permitted Person complies with this Management Statement.
- 25.6 If an Owner or Occupier cannot comply with by-law 25.5, then that person must:
- (a) withdraw the consent of the person to be on the Community Parcel; and
 - (b) request that person to leave the Community Parcel.
- 25.7 If this Management Statement prohibits an Owner or Occupier from doing a thing, the Owner or Occupier must not allow or cause another person to do that thing.
- 25.8 An Owner or Occupier must compensate the Community Association for any loss or damage to the Community Parcel that is caused or contributed to by a Permitted Person on the Community Parcel with the consent of that Owner or Occupier.

Lessees/Licensees

- 25.9 An Owner whose Lot is the subject of a lease or licence agreement must:
- (a) provide the lessee or licensee with a copy of this Management Statement; and
 - (b) take all reasonable steps, including any action available under the lease or licence agreement, to ensure that the lessee or licensee of the Lot and any person on the Community Parcel with the consent express or implied of the lessee or licensee, complies with this Management Statement and any Rules.

Things done at Owner's or Occupier's cost

- 25.10 Anything which an Owner or Occupier is required to do under this Management Statement must be done at the cost of the Owner or Occupier.

26 By Law 26 – Rules

- 26.1 The Community Association may make, and at any time add to, Rules for the control, management, operation, use and enjoyment of the Community Parcel and the Community Property.
- 26.2 The Rules must be consistent with:
- (a) the Management Act;
 - (b) the Development Act;
 - (c) all Laws;
 - (d) this Management Statement; or
 - (e) the terms of the Development Consent.
- 26.3 The Rules bind an Owner, Occupier, mortgagee in possession of a Lot, lessee of a Lot, Permitted Person and each Subsidiary Body.

27 By Law 27 – Community Management Services Agreement

Entry during Initial Period

- 27.1 The Community Association during the Initial Period intends to enter into an agreement.

- 27.2 The effect of the agreement is disclosed for the purposes of section 24(2)(a) of the Management Act in this by-law.

Parties

- 27.3 The parties to the agreement will be:
- (a) the Community Association; and
 - (b) a person nominated by the Contractor as Manager.

Term

- 27.4 The term of the agreement will be 1 year.

Duties

- 27.5 The duties of the Manager may include:
- (a) the usual administrative managing agent duties, including:
 - (i) convening and chairing meetings of the Community Association;
 - (ii) the preparation and arrangement of insurance policies, valuations and renewals;
 - (iii) the preparation and distribution of notices and minutes and the provision of secretarial services for general and extraordinary general meetings and Association Committee meetings;
 - (iv) the enforcement of the by-laws of the Community Association;
 - (v) the conduct of dispute resolution procedures;
 - (vi) the provision of accounting services;
 - (b) the supervision of the cleaning, caretaking, security, supervision, service, general repair and maintenance or renewal and replacement of:
 - (i) Community Property;
 - (ii) Subsidiary Body Property use of which is restricted to the Community Association; or
 - (iii) any personal property vested in the Community Association; and
 - (c) any other matter, activity or thing which the Manager and the Community Association agrees is necessary or desirable for the operational and management of the Community Association.

Remuneration

- 27.6 The Manager's fee (net of disbursements including postage, copying, facsimiles) is to be a fair market rate for the term of the agreement.

Assignment

- 27.7 The Manager has the right at any time to assign its rights under the agreement to a respectable and responsible assignee.

Termination

- 27.8 The agreement may be terminated by the Community Association if the Manager:
- (a) assigns its interest in the agreement in breach of the assignment provisions;

- (b) fails or neglects to carry out its duties after the Community Association gives it 30 days' notice of the failure or neglect; or
- (c) is guilty of gross misconduct or gross negligence in performance of its duties.

Additional Management Agreements

- 27.9 After the termination of the agreement, the Community Association is empowered to enter into agreements with third parties for the provision of services similar to or in addition to the duties of the Manager set out in by-law 27.5.

28 By Law 27 – Retaining Walls

- 28.1 Each Burdened Owner must:
- (a) allow the Lot of the relevant Burdened Owner to be supported by the Lot of the Burdened Owner; and
 - (b) not do anything which will detract from the support provided to the Lot of the Benefitted Owner.
- 28.2 A Burdened Owner must permit a Benefitted Owner to do anything reasonably necessary to permit the Benefitted Owner to maintain, repair and replace a Retaining Wall, including permitting the Benefitted Owner to enter the Lot of the Burdened Owner at reasonable times and on reasonable notice and remain there for reasonable periods of time for that purpose, including:
- (a) carrying out work on the Lot of the Burdened Owner to ensure that support is maintained to the Lots Benefitted, including additional supporting works reasonably necessary; and
 - (b) entering the Lot of the Burdened Owner with or without tools and equipment and remaining there for any reasonable period of time for that purpose.
- 28.3 In exercising its rights under by-law 28.2 a Benefitted Owner must:
- (a) ensure all work is done properly;
 - (b) cause as little inconvenience as is practicable to the Owner or Occupier of the Burdened Lot;
 - (c) cause as little damage as is practicable; and
 - (d) make good any collateral damage.
- 28.4 If a Benefitted Owner does not maintain the Retaining Wall providing support to the Lot of the Benefitted Owner, the Community Association or Council may, at the cost of the Benefitted Owner, do anything reasonably necessary for the purpose of exercising its rights under this by-law, including:
- (a) carrying out work on the Lot of the Burdened Owner to ensure that support is maintained to the Lot of the Benefitted Owner, including additional supporting works reasonably necessary; and
 - (b) entering the Lot of the Burdened Owner with or without tools and equipment and remaining there for any reasonable period of time for that purpose.
- 28.5 In exercising its rights under by-law 28.4, the Community Association or Council must:
- (a) ensure all work is done properly;

- (b) cause as little inconvenience as is practicable to the Owner or Occupier of the Burdened Lot;
- (c) cause as little damage as practicable; and
- (d) make good any collateral damage.

PART 5

BY-LAWS REQUIRED BY PUBLIC AUTHORITIES

Amendments to by-laws

These by-laws have been made at the request of a public authority. These by-laws may only be amended or revoked:

- (a) by special resolution of the Community Association; and
- (b) with the consent of the Public Authority.

29 By Law 29 – LTEMP

29.1 The Community Association must:

- (a) on its own behalf and on behalf of each Owner and Subsidiary Body implement the LTEMP;
- (b) carry out any ongoing management, repair and maintenance of the Community Parcel, Lot and Subsidiary Parcel in accordance with the LTEMP; and
- (c) arrange periodic inspections of the Community Parcel by an independent, competent and suitably qualified environmental consultant or geotechnical engineer to confirm that the overall integrity of the cap has not been compromised and that the capping system and gas mitigation systems remain functional and comply with the requirements of the LTEMP.

29.2 The Community Association and each Owner and Subsidiary Body must comply with the LTEMP.

29.3 The Community Association has the power to do anything on a Lot that an Owner has done in breach of the LTEMP or should have done in accordance with the LTEMP which the Owner has not done or has not been done properly.

29.4 If by-law 29.3 applies, the Community Association must give the Owner a written notice specifying when it will need to enter the Lot to do the work. The Owner:

- (a) must or must procure the Occupier to give the Community Association (or persons authorised by it) access to the Lot according to the notice and at the Owner's cost;
- (b) must pay the Community Association its costs for doing the work; and
- (c) indemnifies the Community Association against all claims and liability caused by or as a result of the Owner's failure to comply with the LTEMP.

29.5 This by-law 29 may not be amended or revoked without the consent of Council.

30 By Law 30 – FERP

30.1 The Community Association is responsible for implementing the FERP.

30.2 The Community Association must:

- (a) ensure that a copy of the FERP is provided to each Owner and Occupier;
- (b) arrange annual mock flood evacuation training for all Owners and Occupiers; and
- (c) review and keep the FERP updated in accordance with by-law 30.3.

- 30.3 The FERP must be amended as required by the relevant Authorities and to comply with relevant laws including as required under the FERP.
- 30.4 This by-law 30 not be amended or revoked without the consent of Council.

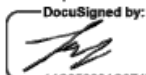
SIGNATURES, CONSENTS AND APPROVALS

Execution by the original proprietor

Signed by

as attorney for **Tanlane Pty Limited**
under power of attorney
Book 4805
No. 918

in the presence of:


DocuSigned by:
143B58881C874B5...

14/2/2023 | 15:17 AEDT

Witness

Jay Ng

Print name

27/200 George St Sydney NSW 2000

Print address and occupation of witness

Development Manager

DocuSigned by:


D004BE5EE07E434...

3/2/2023 | 13:12 AEDT

Attorney

Adam Thomas Perrott

Name

Development Director

Position Held

DocuSigned by:


03D5B8AE20E8429...

16:20 AEDT

Attorney

william James Anthony

Name

Senior Development Manager

Position Held

Certificate of Approval

It is certified:

- (a) that the consent authority has approved of the development described in Development Application No DA-24/2017 dated 24 June 2020; and
- (b) that the terms and conditions of this management statement are not inconsistent with that development as approved.

Date: 17-02-2023

Execution of consent authority

LIVERPOOL CITY COUNCIL by its authorised delegate pursuant to
(Name of Council) s.377 Local Government Act 1993 No 30

STEPHEN MONTE
Name of Delegate

S. Monte
Signature of Delegate

I certify that I am an eligible witness and that the delegate signed in my presence

PHILLIP PHAM
Name of Witness

[Signature]
Signature of Witness

C/O - 33 MOOREST
LIVERPOOL.
Address of Witness

Schedule 1 – Georges Cove Residences Architectural Standards

1. Height Restrictions

Dwellings or any other structures on a Lot must not exceed 2 storeys in height.

2. External Structures

External structures and fixtures (eg, air conditioning, garden shed, gazebos, ponds, pools, clothes lines, blinds, canopies, awnings, security devices, satellite dishes or other external improvements) are not permitted if those external structures and fixtures are visible from Community Property (other than those originally installed by the Contractor).

3. Roofs and Pergolas

Sheeting or shading screens fixed to pergola structures are not permitted if those sheeting or shading screens are visible from Community Property.

4. Security Screens

Security screens and flyscreen doors or windows may be installed on dwellings. The design is to be of a simple nature without internal patterns (eg 'Crimsafe' stainless steel security mesh or similar). The colour of the frame of the security screen and flyscreen doors and windows must match the powdercoated finish of the window of the dwelling within that Lot as installed by the Contractor.

The colour of the frame of any flyscreen attached to any window of a dwelling that is visible from the Community Property must match the colour of the window installed by the Contractor and to which that flyscreen is attached.

Security roller shutter devices or similar devices are not permitted to be installed over windows or doors.

5. Community Landscaping

Any replacement planting on Community Property must be consistent with the originally selected species of planting supplied and installed by the Contractor on the Community Property.

6. Private Gardens

The Owner or Occupier of each Lot must maintain any garden within their Lot. If the garden of any Lot is visible from the Community Property, the Owner or Occupier must maintain the garden to the standard and style of garden installed within that Lot by the Contractor and to the satisfaction of the Community Association.

Any replacement planting in gardens within a Lot and visible from Community Property must be consistent with the style, species and density of planting supplied and installed by the Contractor in the Community Parcel and within lots surrounding the Community Parcel.

7. Paving and concrete

An Owner or Occupier must not install paving or concrete within that Owner or Occupier's Lot in addition to that paving or concrete installed by the Contractor if that paving or concrete is in a position that is visible from Community Property.

Any new or replacement paving or concrete with a Lot must be consistent with the colour, standard and quality as that installed within that Lot by the Contractor.

8. Colour Schemes

External colours and materials used on any dwelling or structure within a Lot must be consistent with the colour, quality and finish of the materials that applied as at the date of registration of the Community Plan.

9. Fencing

Any new or replacement fencing within a Lot must be consistent with the colour, standard and quality as installed with the Lot by the Contractor.

Colorbond fences or similar metal finishes are not permitted.

Inter-allotment fences are to be a maximum 1.8m high lapped and capped timber fence.

Front and side fences (to a secondary boundary) are to be at least 50% open batten type fencing.

Schedule 2 – LTEMP



Long Term Environmental Management Plan

Georges Cove Residential Development
146 Newbridge Road, Moorebank

Prepared for
Benedict Industries Pty Ltd

Project 71459.06
September 2022

Integrated Practical Solutions



Document History

Document details

Project No.	71459.06	Document No.	R.007.Rev7
Document title	Long Term Environmental Management Plan Georges Cove Residential Development		
Site address	146 Newbridge Road, Moorebank		
Report prepared for	Benedict Industries Pty Ltd		
File name	71459.06.R.007.Rev7.LTEMP		

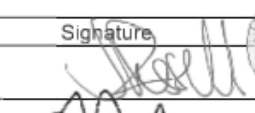
Document status and review

Status	Prepared by	Reviewed by	Date issued
Revision 0	John Russell	J M Nash	26 May 2017
Revision 1	John Russell	J M Nash	30 May 2017
Revision 2	John Russell	J M Nash	15 December 2017
Revision 3	John Russell	J M Nash	06 March 2018
Revision 4	John Russell	J M Nash	11 March 2019
Revision 5	John Russell	J M Nash	25 August 2022
Revision 6	John Russell	J M Nash	20 September 2022
Revision 7	John Russell	J M Nash	29 September 2022

Distribution of copies

Status	Electronic	Paper	Issued to
Revision 0	1	-	Ernest Dupere
Revision 1	1	-	Ernest Dupere and Dr Ian Swane
Revision 2	1	-	Ernest Dupere and Dr Ian Swane
Revision 3	1	-	Ernest Dupere and Dr Ian Swane
Revision 4	1	-	Ernest Dupere and Dr Ian Swane
Revision 5	1	-	Ernest Dupere and Dr Ian Swane
Revision 6	1	-	Ernest Dupere and Dr Ian Swane
Revision 7	1	-	Ernest Dupere and Dr Ian Swane

The undersigned, on behalf of Douglas Partners Pty Ltd, confirm that this document and all attached drawings, logs and test results have been checked and reviewed for errors, omissions and inaccuracies.

Signature	Date
Author 	29 September 2022
Reviewer 	29 September 2022



FS 604853

Douglas Partners Pty Ltd
 ABN 75 063 980 117
www.douglaspartners.com.au
 96 Hermitage Road
 West Ryde NSW 2114
 PO Box 472
 West Ryde NSW 1685
 Phone (02) 9809 0666

Executive Summary

This Long Term Environmental Management Plan (LTEMP) has been prepared by Douglas Partners Pty Ltd (DP) for the Georges Cove Residential Development located at 146 Newbridge Road, Moorebank, which is legally defined as Lot 2 in DP1246745 and covers 8.399 ha (the 'Site') (Drawing 1, Appendix A). The Site is used for medium density residential housing managed under a Community Title Scheme together with Council owned road reserves, drainage reserves and open space / parks.

The purpose of this LTEMP is to provide a framework for the ongoing passive management of on-site remediation measures that were designed and constructed so that contamination underlying the 2.5 m to 3 m thick cap does not adversely impact the currently approved land use. The (post construction) LTEMP includes, among other things:

- Procedures for the management and maintenance of the cap and landfill gas mitigation systems;
- Procedures for scenarios where the capping or landfill gas mitigation systems need to be penetrated and reinstated;
- Restrictions on land use; and
- Responsibilities for implementation of the LTEMP.

Normal day to day operation of the Site does not trigger the implementation of this LTEMP. Normal gardening activities (e.g., lawn watering or cutting, shrub planting) that do not significantly disturb the physical barrier system in any way can be undertaken without triggering the implementation of the LTEMP. The gas mitigations incorporated into the building have the same design life as the building and should not require routine maintenance, with the exception of the wind-driven turbine ventilators fitted to the roof of each home and garage.

This LTEMP is triggered through works that disturb or penetrate the physical barrier (including disturbing of surface coverings, excavating into soils and accessing buried services that are not confined to the upper excavated natural material (ENM) portion of the cap - comprising of crushed sandstone tunnel spoil). The management requirements for such works are outlined in the Section 5.3.

This LTEMP is also triggered through illegal development works or accidental damage (e.g., house fire) that damages a component of the gas mitigation system e.g., breaching the slab or tearing the sub-slab gas proof membrane or seizing-up of the wind-driven turbine ventilator. The management requirements for such works are outlined in the Section 6.3.

In addition, this LTEMP is triggered through works involving the drilling of groundwater abstraction or monitoring wells (abstraction wells are prohibited under this LTEMP). The management requirements for such works are outlined in the Section 7.3.

This Executive Summary provides a pragmatic quick reference guide of general control actions for the Community Association and landholders and their associated consultants and contractors in Table E1 (do's and don'ts). Adherence to these control actions by landholders should assist with maintaining compliance with this Long Term Environmental Management Plan (LTEMP). Table E2 provides a pragmatic quick reference guide of general control actions for Council (do's and don'ts) in relation to their road and public open space assets. Table E3 provides a pragmatic quick reference guide of

general control actions for Contractors (do's and don'ts) undertaking on-site works having the potential to impact the integrity of the cap or a landfill gas mitigation system.

Table E1: Summary of Control Actions for Community Association on behalf of the Landholders under this LTEMP (Do's and Don'ts)

Actions that should <u>not</u> be undertaken by Community Association and land owners:	Actions which should be undertaken by Community Association land owners:
• DO NOT undertake any works that will involve breaching the slab of the building(s) without seeking prior approval from the Community Association, and Liverpool City Council. • DO NOT undertake <u>any</u> excavations which remain permanently open. • DO NOT undertake any temporary excavations (e.g., for planting shrubs) more than 0.5 m deep. • DO NOT undertake any works in excess of 2.5 m below ground level within any part of the Site without seeking prior approval from the Community Association and obtaining development consent from Liverpool City Council. Backyard / front yard pools are NOT permitted. • DO NOT engage a contractor who is not suitably qualified, licensed and experienced to undertake work at the Site having the potential to disturb the cap or the landfill gas mitigation system. • DO NOT ignore gas odours or unidentified odours, DO report such odours immediately to the Community Association and Liverpool City Council. • DO NOT open, damage, block or interfere with the risers and perimeter manifolds for gas relief at building exteriors. • DO NOT block, damage or interfere with the roof top ventilators, which act to exhaust gas to the atmosphere. • In the event that an authorised excavation is undertaken DO NOT ignite naked lights or cause sparks.	• Be responsible for implementing the LTEMP. • Ensure that the LTEMP and any subsequent revisions are provided to all relevant land holders / owner / occupiers within the Site. • Contractors engaged by the Community Association / landowners who are to undertake work having the potential to disturb the cap or the landfill gas mitigation system must: - o Be provided with a copy of this LTEMP prior to the commencement of their work; - o Comply with the requirements of this LTEMP; and - o Notify the Community Association / land owners / occupiers without delay if they become aware of any defects to the cap or the landfill gas mitigation system. • Rectify defects to the cap and / or landfill gas mitigation system as required by the LTEMP. • The Community Association must have periodic inspections undertaken by an Environmental / Geotechnical Consultant of the condition and integrity of the cap and landfill gas mitigation. • Implement contingency measures as required by the LTEMP. • Monitor and document the implementation of the LTEMP. • Periodically review and up-date the LTEMP in light of any new environmental information resulting from events, incidents or monitoring. • Provide a mechanism for landholder / occupier feedback through an ongoing community consultation mechanism.

Actions that should <u>not</u> be undertaken by Community Association and land owners:	Actions which should be undertaken by Community Association land owners:
• DO NOT investigate cracks, breakage or other forms of distress in the pavement, slab, gas control system or any other section of the building or exterior with a naked flame or light. Battery-operated torch is acceptable. Seek advice from the Community Association or Liverpool City Council if in doubt. • DO NOT handle (without relevant PPE) or ingest any soils or wastes materials sourced from below a depth of 2.5 m that may become exposed at the surface for any reason. • DO NOT burn any materials on site. Gas-fired BBQ and above-ground charcoal BBQ is acceptable. • DO NOT use groundwater pumped from beneath the Site for any purpose (groundwater pumping / abstraction is prohibited).	• DO submit a development application to Council for any future excavations deeper than 2.5 m below ground level (bgl). • DO report to the Community Association and Liverpool City Council any gas odours noticed within or outside the buildings. • DO report to the Community Association and Liverpool City Council any breach of the building slab, pavements or Site capping materials that you observe. • DO report to the Community Association and Liverpool City Council any signs of breakage of the gas relief pipes within and adjacent to the buildings. • DO report to the Community Association and Liverpool City Council any signs of building settlement or building distress that you observe beyond industry standards (e.g., The NSW Guide to Standards and Tolerances 2017 prepared by NSW Fair Trading)¹ including pavement cracking, dishing or cavitation. • DO report to the Community Association and Liverpool City Council any damage to gas risers or roof top ventilators. • DO report to the Community Association and Liverpool City Council any breaches of Site capping or unauthorised excavations or erosion which exposes underlying wastes. • DO arrange for covering of any exposed waste resulting from excavation or erosion of cover.

¹

http://www.fairtrading.nsw.gov.au/biz_res/ftweb/pdfs/Tenants_and_home_owners/NSW_Guide_to_Standards_and_Tolerances.pdf

Table E2: Summary of Control Actions for Council under this LTEMP for Roads and Public Open Spaces Excluding Buildings with Gas Mitigations (Do's and Don'ts)

Actions that should <u>not</u> be undertaken by Council:	Actions which should be undertaken by Council:
- DO NOT undertake excavations in excess of 2.5 m within any part of the assets without seeking prior approval from the relevant department within Liverpool City Council. - DO NOT ignore gas odours or unidentified odours, DO report such odours immediately to the Community Association and the relevant department within Liverpool City Council. - In the event that an authorised excavation is undertaken DO NOT ignite naked lights or cause sparks. - DO NOT handle (without relevant PPE) or ingest any soils or wastes materials sourced from below a depth of 2.5 m that may become exposed at the surface for any reason. - DO NOT burn any materials on site. Gas-fired BBQ and above-ground charcoal BBQ is acceptable. - DO NOT use groundwater pumped from beneath the Site for any purpose (groundwater pumping / abstraction is prohibited).	- Council is responsible for having the LTEMP recorded on Council's asset management system - Contractors engaged by Council who are to undertake work having the potential to disturb the cap must: - be provided with a copy of this LTEMP prior to the commencement of their work; - comply with the requirements of this LTEMP; and - notify Council and the Community Association without delay if they become aware of any defects to the cap. - DO ensure that stormwater drainage is well ventilated to atmosphere to prevent the potential build-up of landfill gas in drains and pits. - DO report to the relevant department within Liverpool City Council any gas odours noticed within stormwater infrastructure. - DO report to the Community Association and the relevant department within Liverpool City Council any breach of the Site capping materials that you observe. - DO report to Liverpool City Council any signs of pavement settlement / distress that you observe including cracking, dishing or cavitation. - DO report to the Community Association and the relevant department within Liverpool City Council any breaches of Site capping or unauthorised excavations or erosion which exposes underlying wastes. - DO arrange for covering of any exposed waste resulting from excavation or erosion of cover.

Table E3: Summary of Control Actions for Contractors under this LTEMP for Works Potentially Impacting the Integrity of the Cap or Landfill Gas Mitigation System (Do's and Don'ts)

Actions that should <u>not</u> be undertaken by Contractors:	Actions which should be undertaken by Contractors:
• DO NOT undertake excavations in excess of 2.5 m within the site without prior approval from Liverpool City Council. • DO NOT undertake excavations in excess of 2.5 m without appropriate controls to handle potentially contaminated soils that may be encountered below the cap. • DO NOT undertake any renovation work without development consent that involves: - o Disturbing the ground floor home or garage slab (e.g., concrete cutting, coring or similar). - o Modifying or damaging / blocking the gas mitigation pipework (manifolds, inlets, risers or turbine ventilators).	• Ensure that all works are undertaken in accordance with the requirements of this LTEMP, the Site Audit Statement (SAS) conditions, relevant Standards and NSW EPA endorsed guidelines. • Ensure that any works involving a new (or replacement) concrete slab on ground has been designed in accordance with relevant guidelines and standards for building on gas-affected land (refer to Section 9). • Ensure that you are suitably qualified, licensed and experienced to undertake any work at the Site that has the potential to disturb the cap or the landfill gas mitigation system. • Ensure that all maintenance works on buried services follow standard 'confined space work' protocols, given the potential presence of landfill gas (methane and carbon dioxide) in the subsurface. • Ensure that relevant PPE is used for works involving temporary breaching of the cap. • DO reinstate the cap following any works that partially or fully breach the cap.

Further details on the rationale behind the 'do's and don'ts' outlined in Tables E1, E2 and E3 (above), are provided in the body of this report.

This LTEMP has been prepared with reference to NSW EPA endorsed guidelines and practice notes, including NSW EPA *Guidelines for Consultants Reporting on Contaminated Land* (NSW EPA, 2020) and NSW EPA *Preparing Environmental Management Plans for Contaminated Land* (NSW EPA, 2022). It is envisaged that Council will manage any long term responsibilities that may be associated with roads and public open spaces and that the Community Association will manage any long term responsibilities that may be associated with the housing lots, Community Facility and parks as Community association property. The "LTEMP Responsibility Plan" (i.e., Mirvac Drawing No. 2-11, Appendix A) outlines the two areas of responsibility.



Diligent implementation of this LTEMP should ensure the long term viability of the contaminated soil, soil gas and groundwater management system via the overall remediation strategy of the physical barrier (cap) and landfill gas mitigation systems.

Table of Contents

	Page
1. Purpose	1
2. Administration and Implementation	2
2.1 Community Association	2
2.2 Stakeholders	2
2.3 Responsibility and Enforceability	3
2.4 Recording of the LTEMP	3
2.5 Document Control and Revisions	3
2.6 Community Consultation	4
3. Background	5
3.1 Site Identification	5
3.2 Historical Land Use	5
3.3 Identification of Contamination	6
3.3.1 Soil Contamination	6
3.3.2 Landfill Gas Contamination	7
3.3.3 Groundwater Contamination	7
3.4 Current / Future Land Use	7
4. On-Site Remediation Measures	8
4.1 Remediation of Soil Contamination (Physical Barrier)	8
4.2 Landfill Gas Mitigations	9
4.3 Remediation of Groundwater Contamination (Low Permeability Cap)	16
5. Protection of the Physical Barrier (Cap) / Management of Intrusive Works	17
5.1 Introduction	17
5.2 Potential Exposure Pathways	17
5.3 Control Measures	17
5.4 Disposal of Excess Soil	19
5.5 Rectification of Disturbances / Defects	19
5.6 Unexpected Finds Protocols for Asbestos-Containing Materials	20
6. Protection of Landfill Gas Mitigations	21
6.1 Introduction	21
6.2 Potential Exposure Pathways	21
6.3 Control Measures	21
6.4 Rectification of Disturbances / Defects	22

7.	Restrictions on Groundwater Abstraction	23
7.1	Introduction	23
7.2	Potential Exposure Pathways	23
7.3	Control Measures.....	23
8.	Contractors.....	23
9.	New Developments	24
10.	Inspections and Monitoring	24
11.	Contingency Plan	26
12.	Summary of General Control Actions for Land Owners.....	26
13.	Summary of General Control Actions for Council	26
14.	Conclusions.....	27
15.	References.....	27
16.	Limitations	29

Appendix A: About this Report

Drawings

Appendix B: JK Geotechnics (2022) Geotechnical Opinion, Consolidation Contingency Plan,
146 Newbridge Road, Moorebank NSW

Long Term Environmental Management Plan

Georges Cove Residential Development

146 Newbridge Road, Moorebank

1. Purpose

This Long Term Environmental Management Plan (LTEMP) has been prepared by Douglas Partners Pty Ltd (DP) for the Georges Cove Residential Development located at 146 Newbridge Road, Moorebank, which is legally defined as Lot 2 in DP1246745 and covers 8.399 ha (the 'Site'). The location and boundary of the Site is shown by DP Drawing 1 in Appendix A.

The Site is mainly used for medium density residential housing and community land managed under a Community Title Scheme, with this land collectively referred to as "Houses and Community Title Land". The other parts of the Site consist of Council owned road reserves, drainage reserves and open space / parks collectively referred to as "Council Land". The layout of these two types of land is shown by Mirvac Drawing No. 2-11 in Appendix A.

The purpose of this LTEMP is to provide a framework for the ongoing passive management of on-site remediation measures that were designed and constructed so that contamination underlying the cap (minimum thickness 2.5 m) does not adversely impact the currently approved land use. The (post-construction) LTEMP includes, among other things:

- Procedures for the management and maintenance of the cap and landfill gas mitigation systems;
- Procedures for scenarios where the capping or landfill gas mitigation systems need to be penetrated and reinstated;
- Restrictions on land use; and
- Responsibilities for implementation of the LTEMP.

Normal day to day operation of the Site does not trigger the implementation of this LTEMP. Normal gardening activities (e.g., lawn watering or cutting, shrub planting) that do not significantly disturb the physical barrier system in any way can be undertaken without triggering the implementation of the LTEMP. The gas mitigations incorporated into the building have the same design life as the building and should not require routine maintenance.

This LTEMP is triggered through works that disturb or penetrate the physical barrier (including disturbing of surface coverings, excavating into soils and accessing buried services). The management requirements for such works are outlined in the Section 5.3.

This LTEMP also is triggered through illegal development works or accidental damage (e.g., house fire) that damages a component of the gas mitigation system in a house e.g., breaching the slab or tearing the sub-slab gas proof membrane or seizing-up of the wind-driven turbine ventilator. The management requirements for such works are outlined in the Section 6.3.

In addition, this LTEMP is triggered through works involving the drilling of groundwater abstraction or monitoring wells (abstraction wells are prohibited under this LTEMP). The management requirements for such works are outlined in the Section 7.3.

All services are confined to the upper ENM portion of cap with the exception of certain segments of stormwater and sewer lines, confirmed by survey during construction, shown on Beveridge Williams & Co Pty Ltd (BW), formerly John M. Daly & Associates Pty Ltd (JMD), Drawings 14005FP4 Sheets 1 and 2, Appendix A. These deeper services were over-excavated and backfilled / encapsulated within ENM at depths below the surrounding ENM cap (refer to depths indicated on Sheets 1 and 2).

The overall purpose and objectives of this LTEMP is to set out the measures necessary for the maintenance of environmental mitigation measures for soil, soil gas and groundwater throughout the tenure of proposed land use and provide a means of managing the remaining contamination on the Site within the context of the proposed residential land use.

A pre-remediation site plan and locality map is shown on DP Drawing 1, Appendix A.

2. Administration and Implementation

2.1 Community Association

The Community Association Committee is established under the Community Land Management Act 2021, with the following officers: Secretary, Treasurer and Chairperson. A Community Manager will be appointed by Mirvac to oversee the management of this process. The bylaws and details of operation are captured within the Community Management Statement, also noting that:

- Mirvac (the developer) will be on the Committee until the development is completed.
- Mirvac will be represented for 2 years after the registration of the first plan.

2.2 Stakeholders

The key stakeholders identified with respect to this LTEMP are as follows:

- Benedict Industries Pty Ltd (former land owner);
- Mirvac Homes (NSW) Pty Ltd (Mircac) (the developer);
- Community Association (body corporate) on behalf of the individual home owners and Community Facilities of the Community Title scheme;
- Liverpool City Council;
- Community Groups;
- Built asset owners:
 - o Sydney Water;
 - o Endeavour Energy;
 - o NBN; and

- o Jemena.

2.3 Responsibility and Enforceability

The administration and implementation of the LTEMP shall be the responsibility of:

- The Community Association as it pertains to the residential land owned by land owners or the Community Association at the Site; and
- Liverpool City Council as it pertains to Council owned road reserves, drainage reserves and open space / parks at the Site

Provisions under the LTEMP must be passed to the Community Association (body corporate) on behalf of successive landholders in their capacity as members of the Community Association (body corporate) via normal land sales documentation and planning documentation. Accordingly, the existence of the LTEMP will be recorded within the Community Management Statement on the Community title estate and on a covenant registered on the title to land under Section 88B of the Conveyancing Act 1919 for each lot within the Site.

It shall be the responsibility of the Community Manager (as part of the Community Title estate) to make the existence of this LTEMP known to all site owners. The existence of this LTEMP must also be made known to all prospective purchasers. The onus is on the owners ensure that occupants (owners or renters) comply with the Community Management Statement / LTEMP.

This LTEMP is to remain in force for the foreseeable future. This is because, while landfill gas concentrations should continue to decrease over time, contaminated soil remains buried under a cap that requires ongoing management.

2.4 Recording of the LTEMP

The LTEMP will be recorded on the Section 10.7 Planning Certificate for all properties located within the Site. Mirvac is responsible for having the LTEMP recorded on the NSW Dial-Before-You-Dig database. Council is responsible for having the LTEMP recorded on Council's asset management system.

The LTEMP forms part of the Community Management Statement (i.e. a key document relating to the Community Association).

2.5 Document Control and Revisions

The LTEMP has been prepared in accordance with EPA guidance and Development Consent DA-24/2017 issued by Liverpool City Council dated 24 June 2020.

The LTEMP is a Controlled Document and management of the document will be undertaken within the Community Association and Liverpool City Council's document management system. The LTEMP will continue in perpetuity.

Reviewing the LTEMP in light of any new environmental information resulting from events, incidents or monitoring must be done by a qualified Environmental Consultant on an annual basis. Any revisions made to the LTEMP by the Environmental Consultant must comply with current EPA guidance and must be approved by a Site Auditor and Liverpool City Council.

Any updated version of the LTEMP (and any subsequent revisions) must be provided to all relevant land holders / owner / occupiers within the Site by the Community Association (see Section 2.3). The Community Association will have the contact details of all residents and will communicate with them generally via email. The LTEMP forms part of the Community Management Statement, and as such, any updates will be provided to all owners by the Community Manager.

2.6 Community Consultation

The developer, Mirvac, or their delegated representative has managed all community and stakeholder engagement during the development phase of the project.

The Community Association and Liverpool City Council are to maintain feedback through an ongoing community consultation mechanism. A delegated representative of the Community Association and Liverpool City Council is to perform the role of community consultation post-occupation of houses, public roads and parks within the development. Landholder feedback may be in relation to any aspect of this LTEMP such as:

- Proposed or unintentional / uncontrolled breaches of the physical barrier; or
- Updating of the LTEMP in light of any new environmental information resulting from events, incidents or monitoring.

Any landholder feedback is to be directed to the Community Association and Liverpool City Council. Landholder feedback is also to be obtained via meetings (Community Management Statement By Law 16 Meetings).

3. Background

3.1 Site Identification

Site Address	146 Newbridge Road, Moorebank, NSW 2170
Legal Description	Lot 2 in Deposited Plan 1246745
Coordinates	NW: 311787.62,6243764.21 NE: 311991.71,6243778.26 E: 312081.92,6243693.96 SE: 311927.38,6243410.75 SW: 311807.59,6243379.70
Site Owner	Tanlane Pty Ltd, I 006 922 998
Local Government Area	Liverpool
Consent Authority	Liverpool City Council
Site Zoning (current)	R3 - Medium Density Residential
Site Zoning (future)	R3 - Medium Density Residential

A Site plan and locality map are included in DP Drawing 1 in Appendix A. A survey plan depicting individual lots (following subdivision) is "LTEMP Responsibility Plan" (i.e., Mirvac Drawing No. 2-11, Appendix A).

3.2 Historical Land Use

Large scale filling and dredging activity occurred at the Site between 1991 and 2000. The wider Site operated under two NSW EPA licences issued under the POEO Act. Scheduled activities at the Site included:

- Crushing, grinding or separating; land-based extractive activity; and water-based extractive activity;
- Storage / transfer / separation of various waste streams;
- Importation of excavated natural material (ENM) (predominantly sandstone tunnel spoil) and potential acid sulphate soil (PASS) for backfilling sand quarry (according to the Site owner, only minor quantities of PASS was ever accepted at the Site);
- Dredging activities;
- Landfilling activities; and
- Recovery, storage and processing (non-thermal treatment) of general waste including ENM; general solid waste (non-putrescible); general or specific exempted waste; wood waste; waste; paper or cardboard; gyprock; glass; building and demolition waste; asphalt waste (including asphalt resulting from road construction and waterproofing works); and waste tyres.

A large number of geotechnical and environmental (contamination) investigations were conducted at the Site between 1999 and 2019. The investigations have generally confirmed the presence of fill containing a component of construction and demolition waste of varying thickness of up to 11.5 m at the southern central portion of the Site. Localised pockets of chemical and asbestos contamination in the fill remain at the Site below an engineered physical barrier (minimum 2.5 m thick cap, refer to plan for cap depth based on the design finished surface level JMD Drawing 14005FP5 Sheet 1, Appendix A).

A program of ground improvement and remediation work commenced in 2015. The objective of this work was to provide a stable platform on which the residential development could be constructed, reduce landfill gas emissions to acceptable levels, and provide a secure cover over the fill layer. In summary, site remediation involved:

- Soil - containment of the impacted soil (fill) on Site beneath an engineered physical barrier (cap) coupled with the selective excavation and removal of hotspots from buried fill;
- Landfill gas - selective removal of unacceptable landfill gas sources and installation of engineered landfill gas mitigation measures for each proposed structure (e.g., venting and gas resistant membranes beneath concrete slabs) in addition to passive gas ventilation at all boundaries. Selective removal had the added benefit of removing some waste from deep fill areas impacting groundwater quality;
- Groundwater and surface water - monitoring of the Georges Cove Marina basin and Georges River water quality during remediation and construction has demonstrated that groundwater impacts are not occurring at the nearest sensitive receptors (i.e., the marina basin and the Georges River);
- General:
 - o Removal of hazardous building materials from former building areas; and
 - o Removal of buried services that contained asbestos / wastes.

The reports prepared by environmental consultants on the investigation and remediation of the Site were independently reviewed and assessed as part of a statutory site audit, with the results of the audit documented in site audit reports listed in Section 15, with copies of these reports also provided to Council and NSW EPA.

3.3 Identification of Contamination

3.3.1 Soil Contamination

Fill encountered at the Site during DP's site investigations comprised sand, clay, silty clay, clayey sand, sandy clay, crushed sandstone, gravel, crushed glass (fine sand to silt particle size). Anthropogenic materials (typically construction and demolition waste including concrete, timber, glass, brick, asphalt, steel, plastic, terracotta and cotton / fabric) were observed throughout the fill at the majority of boreholes consistent with the known history of burial of demolition waste at the Site. Bonded asbestos containing material (ACM) and fibrous asbestos and asbestos fines (FA and AF) has also been detected sporadically (generally trace level) in the fill. Assuming an average thickness of fill at the Site of 4.0 m, the total quantity of historical fill would be 360,000 m³.

Residual chemical contamination at the Site includes (but is not limited to) some metals (e.g., lead and zinc), total recoverable hydrocarbons (TRH) (likely traces of weathered hydraulic oils or diesel), polycyclic aromatic hydrocarbons (PAH), organochlorine pesticides (OCP) and asbestos (fragments of bonded asbestos sheeting, fibrous asbestos and asbestos fines).

3.3.2 Landfill Gas Contamination

Landfill gas is composed of a mixture of hundreds of different gases. By volume, landfill gas typically contains 45% to 60% methane and 40% to 60% carbon dioxide. Landfill gas also includes small amounts of nitrogen, oxygen, ammonia, sulfides, hydrogen, carbon monoxide, and non-methane organic compounds (NMOCs) such as trichloroethylene, benzene, and vinyl chloride (ASTDR, 2001).

Extensive landfill gas monitoring across the Site over an extended period of time in excess of six years has indicated a risk of the migration of landfill gas into structures was present at the Site such that landfill gas mitigation measures were required to be incorporated into the building design / construction. With reference to NSW EPA guidelines and international guidelines on which the NSW EPA guidelines are based, the monitoring suggests that the Site is a 'characteristic situation' 3 (CS3) which is in the 'moderate risk' category. On this basis, building design measure(s) or system element(s) were incorporated into the building design / construction to achieve a score consistent with what is required based on the CS of 3 (i.e., 4.5 points).

Further information on landfill gas can be obtained at the following links:

- [NSW EPA, statutory guideline on hazardous ground gases](#)
- [USEPA, Basic Information about Landfill Gas](#)

3.3.3 Groundwater Contamination

The timber and other general waste in the fill is currently leaching contaminants such as dissolved metals (in particular, zinc), degradable by-products (e.g., ammonia and nutrients), OCP (assuming discarded containers of OCP are present) and total dissolved solids (TDS). Concentrations of ammonia, nutrients and zinc in surface water bodies (being dredge pond and Georges River surface water) adjacent to the Site were, however, lower than concentrations in the groundwater.

3.4 Current / Future Land Use

The Site has been developed for medium density residential housing with access to soil (Residential A). Houses and Community Title land are part of the Community Title scheme, with Council owned roads reserves, drainage reserves and open spaces / parks (Council land). The "LTEMP Responsibility Plan" (i.e., Mirvac Drawing No. 2-11, Appendix A) outlines these two areas of responsibility. The plan also shows the general site layout comprising roads, individual lots, the 'pocket park' and the community facility that will include a swimming pool.

4. On-Site Remediation Measures

4.1 Remediation of Soil Contamination (Physical Barrier)

Capping and containment of contaminated soil was the most suitable remediation option for the Site and is in line with NSW EPA's remediation hierarchy and with their waste minimisation policy. This section describes the physical barrier ('clean soil' cap).

A minimum 2.5 m thick engineered cap (typically 3.0 m, with a tolerance of not less than 2.5 m in individual housing lots) comprising a 'clean soil' cap has been placed across the Site. The 3 m thick engineered cap consists of 1.0 m of Site derived fill which met remediation acceptance criteria (RAC) for soil, overlain by 2.0 m (1.5 m minimum) of imported ENM fill (crushed sandstone).

The upper surface of the 3 m thick engineered cap is defined as the underside level of the house ground slab. A basic cross-section of the configuration of the upper 3 m of soil (cap) is shown in Figure 1, below.

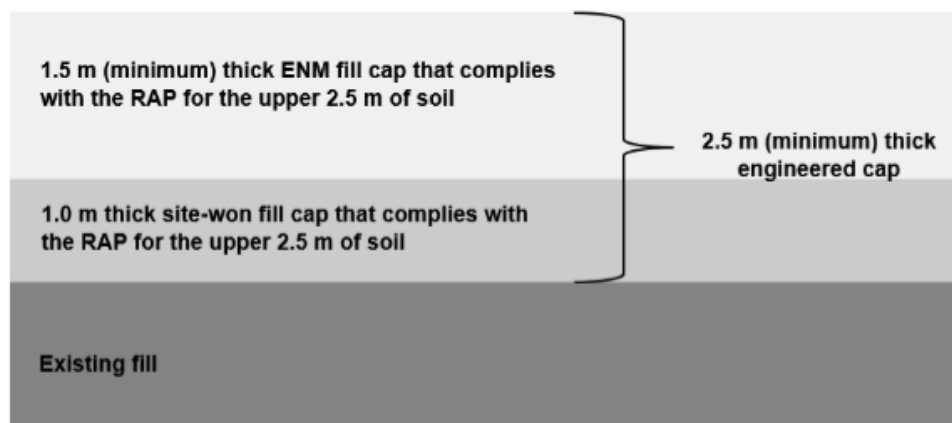


Figure 1: Configuration of the Upper ~3 m of Soil with Underlying 'Existing Fill'

The following drawing included in Appendix A, shows the typical details of general cap depth, location of house slab and benching of the Site at the individual lot scale:

- Drawing 14005E15 Typical House Benching Section Showing Cut and Fill within the Capping Layer.

An as-constructed cap thickness plan generated by the project surveyors, BW, is included as JMD Drawing 14005FP5 Sheet 1, Appendix A. The construction of the physical barrier system (cap) has been documented in the Stage 2 Earthworks validation report (DP, 2021j) and its addendum report (yet to be issued at the date of this report), with all geotechnical aspects being documented by the project geotechnical engineers JK Geotechnics Pty Limited (JK) (JK, 2021b) and its addendum report(s).

The physical barrier system prevents unplanned or incidental human exposure to contaminated soil (i.e., via direct contact, inhalation and ingestion) during regular, day-to-day operations of the Site. Imported and Site-derived 'clean' materials (i.e., materials validated as being suitable for a residential land use) have been used as part of the physical barrier and, therefore, materials used for the physical barrier do not pose a health risk to site users.

Landscaping works must be founded on the surface of the cap comprising plant species with root depths of up to 1.5 m, i.e., establishing within the ENM tunnel spoil fill (maximum 2.5 m in order to avoid any future cap-breach scenario).

The capping system has generally been designed such that it:

- Maximises the long-term stability of the capping and / or containment system(s) and any proposed structures above it (from an engineering perspective) and, where applicable;
- Minimises the potential for leachate formation and/or volatilisation;
- Does not include the erection of structures on the capped and / or contained area that may result in a risk of harm to public health or the environment (e.g., structures which penetrate the cap such as deep basements); and
- Recommends a notification mechanism to ensure that the capped and / or contained areas are protected from any unintentional or uncontrolled disturbance that could breach the integrity of the physical barrier (i.e., refer to Section 5).

As a general principle, contamination at the Site has been remediated to meet the appropriate clean-up criteria. Clean-up criteria for contaminated soils at depth may differ from the criteria for shallow soils due to differences in exposure opportunities. The inhalation of contaminants and the need to protect groundwater has been considered in the design of the overall Site remediation measures.

4.2 Landfill Gas Mitigations

A landfill gas mitigation system has been incorporated into each house and above ground structure within Houses and Community Title Land. Each system has been separately designed for each structure to account for variations in the size and geometry of building footprints and roof layouts. However, the system design includes the following common features from the base up:

- Compacted subgrade to engineers' specification (with sand bed, if required by Monarflex (installation contractor));
- 1000 mm wide sections of 12 mm geocomposite gas ventilation layer (labelled GS1) at 2000 mm centres to be terminated within 100 mm diameter PVC manifold. The manifold connection to have an airtight seal. The unterminated geocomposite layers ends to be sealed airtight;
- Monarflex® RAC gas barrier layer 0.8 mm thick (labelled GS2) to Monarflex / GMS specification installed to best practice and standards;
- Geotextile protection layer (labelled GS3) to be laid over the top of RAC gas barrier layer;
- High impact vapour barrier to National Construction Code compliance (labelled GS4);
- The RAC gas barrier (GS2) and the geotextile protection layer (GS3) to be turned up inside slab formwork during pouring of slab and then laid flat after slab formwork was removed;

- 80 mm diameter PVC inlet pipe to be connect to manifold with the inlet to be placed in landscape areas and the inlet covered with vermin-proof mesh. A 20 mm diameter hole needed to be drilled in the bottom of the vent pipe near its connection to the manifold at its lowest point to allow water / condensation to drain from the manifold / vent pipes [NB: design modification included a drain at the exhaust pipe connected to stormwater to allow water / condensation to drain from the manifold / vent pipes];
- 80 mm diameter PVC exhaust pipe to connect to manifold with outlet to be extended above roofline and connected to a wind activated turbine ventilator;
- Slab thickness 100 mm with normal 32 Mpa concrete (N32);
- Edge beams 300 mm wide x 300 mm (deep below slab);
- Internal ribs 110 mm wide x 300 mm (deep below slab); and
- Widened ribs 300 mm wide x 300 mm (deep below slab).

The construction of the gas mitigation measures has been documented by the installation contractor (Monarflex) and third-party construction quality assurance (CQA) inspections were undertaken by DP at certain hold points on a minimum percentage of installations, as specified in DP (2022c). Post-construction performance monitoring of the pipework was also completed by DP.

Figures 2, 3, 4, 5, 6 and 7, below, depict a typical gas drainage layer (2), welded membrane (3) geotextile protection layer (4), concrete slab (5 and 6) and wind-driven turbine ventilator (7) which have been installed at the Site. Mirvac Design Drawing No. 9-63 in Appendix A depicts the general design in cross section:

- Turbine ventilator (wind-driven) on roofs and inlets; as connected to
- Exhaust pipe / inlet pipe and concrete slab with underlying vapour barrier (GS4) geotextile protection layer (GS3), Monarflex® RAC gas barrier (GS2), drainage geocomposite (GS1), manifold and stormwater pit.



Figure 2: Gas drainage layer



Figure 3: Welded membrane



Figure 4: Geotextile protection layer



Figure 5: Concrete slab (steel reinforcement and waffle-pods placed over the geotextile, pre-concrete pour)



Figure 6: Concrete slab



Figure 7: Turbine ventilator (wind-driven) connected to under-slab drainage layer

In addition to the above, a gas interception trench has been installed along the eastern boundary of the Site. The trench allows passive ventilation of gases (if any), on this boundary to the atmosphere. The trench is located within the last metre of properties adjacent (running parallel) to the fence line.

4.3 Remediation of Groundwater Contamination (Low Permeability Cap)

The primary groundwater remediation measure at the Georges Cove Residential Site was the placement / construction of the low permeability cap across the Site surface (refer to Section 4.1) in addition to selective excavation and screening of deep fill to remove leachate generating items from that fill such as timber and scrap metal. The objective of the low permeability cap was to promote stable and / or improved groundwater conditions emanating from the Site which has occurred following completion of excavation / screening and construction of the cap.

5. Protection of the Physical Barrier (Cap) / Management of Intrusive Works

5.1 Introduction

Normal day to day operation of the Site does not trigger the implementation of this LTEMP. Normal gardening activities (e.g., lawn watering or cutting, shrub planting) that do not significantly disturb the physical barrier system in any way can be undertaken without triggering the implementation of the LTEMP.

This LTEMP is triggered through works that disturb or penetrate the physical barrier (including disturbing of surface coverings, excavating into soils and accessing buried services). The management requirements for such works are outlined in the Section 5.3.

All services are confined to the upper ENM portion of the cap with the exception of those detailed in the deepened trench plans (Appendix A).

5.2 Potential Exposure Pathways

Workers involved in disturbing soil, if contaminated, could be exposed to the contaminants of concern (e.g., PAH or asbestos) by:

- Direct contact through the skin (i.e., by handling the soil without the appropriate personal protective equipment);
- Inhalation of dust generated from the soil (either during excavation, or subsequent storage or handling);
- Ingestion of soil or groundwater through poor hygiene practices (i.e., eating or drinking during work activities, not washing hands before eating, etc.);
- Inhalation of airborne asbestos fibres; and
- Possible secondary exposure from contaminated equipment or clothing via pathways such as those identified above.

Measures to minimise exposure include the use of appropriate personal protective equipment (PPE) and good hygiene (e.g., washing hands prior to eating and upon completion of work).

Planning and review of any intrusive works involving exposure and/or disturbance of soil and implementation of appropriate health and safety measures will minimise the potential for worker contact with contaminated materials through the above listed pathways.

5.3 Control Measures

The Community Association and Liverpool City Council, as key stakeholders of the overall Georges Cove Residential Site, are to ensure that:

- The Consent Authority must not permit any development at the Site that could result in damage to the cap below a depth of 2.5 m below ground level (bgl), unless such works have been designed

to mitigate contamination risks and will restore the integrity of the cap as part of the development work;

- Any proponent seeking works involving future excavations deeper than 2.5 m bgl within the Site must apply for development consent; and
- The Community Association arrange for an annual inspection of the Site by an environmental consultant / geotechnical engineer to confirm that the overall integrity of the cap has not been compromised and that the capping system remains functional and complies with the requirements of the LTEMP and is to provide the report to Council (refer also to the inspection required under Section 10).

The cap / physical barrier depth is outlined in as-constructed cap thickness plan generated by the project surveyors, BW, i.e., JMD Drawing 14005FP5 Sheet 1, Appendix A) and has a minimum depth of 2.5 m bgl. Default positions for works at the Site are:

- No permanent open excavations;
- No temporary excavations (e.g., for planting of shrubs) in excess of 0.5 m depth;
- No works to occur that penetrates or disturbs the physical barrier beyond a depth of 2.5 m bgl (i.e., beyond the base of the physical barrier);
- Always reinstate the cap / physical barrier to the original surface level immediately following any temporary excavations or works with the same materials, or lower permeability materials (e.g. concrete);
- Any works to occur below a depth of 2.5 m bgl (i.e., below the base of the physical barrier must have development consent from the Consent Authority (i.e., Liverpool City Council) (refer to details below); and
- Under no circumstances can works involving the breach of the house or garage concrete floor slab(s) occur, as this will permanently damage the gas mitigations.

Where intrusive works (at non-concrete floor slab areas) cannot be avoided (e.g., for the maintenance of buried services), the following procedure is to be incorporated into the work undertaken:

- Works must have development consent from the Consent Authority (i.e., Liverpool City Council);
- The designated responsible person(s) / Consent Authority (as appropriate) is to review the proposed works and the requirements of this LTEMP and determine the management and reinstatement protocols to be applied to the works;
- During the planning process, the proposed works are to consider the feasibility and approach to works given the presence of contaminated fill below a depth of 2.5 m bgl;
- Appropriate work health and safety measures (e.g., safe work method statements) for the proposed works below a depth of 2.5 m bgl are to be developed;
- During excavation below a depth of 2.5 m bgl, the physical barrier materials are to be stockpiled separately from fill that is excavated from beneath the barrier. Fill from beneath the barrier is to be placed on a plastic sheet within the work area and lightly wetted or covered with plastic to prevent generation of dust. All stockpiles are to be either reinstated or removed from Site on the same day as excavation. If they need to remain on site overnight for any reason the stockpile must be securely fenced and covered;

- Where possible, fill from beneath the physical barrier is to be reinstated at a depth that is below the physical barrier. However, if disposal of excess fill is required, the waste material is to be classified for off-site disposal purposes. At the time of preparing this LTEMP, the relevant guidelines for waste disposal were the NSW EPA (2014) *Waste Classification Guidelines*;
- The physical barrier is to be reinstated under standard geotechnical controls as per the appropriate physical barrier system design (see Section 4.1). New capping material is required where cross-contamination has occurred with the material below the barrier; and
- The designated person(s) responsible for implementation of this LTEMP is to inspect the area to check that the physical barrier has been adequately reinstated and record the works undertaken in the maintenance log. The date, time, description of works, location of works undertaken, and any required follow ups (i.e., further inspections) are to be recorded in the maintenance log.

Where excavation beneath the physical barrier system is proposed (i.e., below a depth of 2.5 m bgl), a competent qualified Environmental Consultant is to be engaged to monitor and verify the management and reinstatement works undertaken in accordance with this LTEMP. The remediation works (mitigation measures) may need to be followed up with landfill gas monitoring to confirm the adequacy of the reinstatement, if required, and as determined by the Environmental Consultant.

The potential exposure (dermal contact, ingestion and inhalation) to workers should be minimised. Measures to minimise exposure include the use of appropriate personal protective equipment (PPE) and good hygiene (e.g., washing hands prior to eating and upon completion of work).

5.4 Disposal of Excess Soil

Spoil that is not returned to the original excavation, or is suspected of being contaminated, must be appropriately managed. This may entail assessment and classification prior to off-site disposal to a licensed landfill facility. If material is to be disposed to landfill, the assessment and classification and subsequent disposal must be in accordance with the applicable NSW EPA waste regulations and the NSW EPA (2014) *Waste Classification Guidelines. Part 1: Classifying Waste*.

Provisions for temporary storage of the excess spoil in an environmentally responsible manner prior to disposal must be undertaken. This should include measures such as:

- Placement of material on a sealed or plastic lined surface away from drainage lines, watercourses or stormwater drains;
- Construction of sediment retention features around stockpiled materials;
- Covering of stockpiled materials; and
- Dust suppression.

5.5 Rectification of Disturbances / Defects.

The following procedures must be followed when disturbances / defects to the cap are found:

- The physical barrier is to be reinstated under standard geotechnical controls as per the appropriate physical barrier system design (see Section 4.1);

- Backfilling of excavation(s) must be done using similar materials (i.e., crushed sandstone or lower permeability material for the ENM / sandstone portion of the cap; or clayey material for the site-won portion of the cap);
- Works must be documented by the Environmental Consultant that also undertakes annual inspections in their annual report (Section 10); and
- The designated person(s) responsible for implementation of this LTEMP is to inspect the area to check that the physical barrier has been adequately reinstated and record the works undertaken in the maintenance log. The date, time, description of works, location of works undertaken, and any required follow ups (i.e., further inspections) are to be recorded in the maintenance log.

5.6 Unexpected Finds Protocols for Asbestos-Containing Materials.

In addition to the procedure listed in Section 5.3, if suspected asbestos-containing material (ACM) is encountered in the fill (beneath the physical barrier) during excavation works, the following protocol is to be applied:

- Upon discovery of suspected ACM in soil, the manager of the work site is to be notified and the affected area is to be isolated and secured by installing warning signs and a temporary barricade (e.g. marker tape) around the area to prevent anyone from accidentally disturbing materials and generating airborne asbestos fibres;
- To minimise the potential release of asbestos fibres into the air, keep the soil damp (but not flooded) and / or cover the area with plastic sheeting;
- The designated person(s) responsible for implementation of this LTEMP is to be notified of the unexpected find; and
- An Occupational Hygienist is to be engaged to inspect the suspected ACM and provide specialist advice on how to manage the situation. Depending on the nature of the works and ACM present, the Occupational Hygienist is to determine requirements for air monitoring, asbestos removal and PPE so that the work can be completed.

It is noted asbestos contaminated soil can remain beneath the physical barrier. The designated person(s) responsible for implementation of this LTEMP is to keep a record of the location of the ACM impacted soil in the maintenance log for future reference.

It is noted that only a Class A asbestos removal licence holder is permitted to conduct asbestos related work that involves friable asbestos. SafeWork NSW must be notified at least five days in advance of any asbestos removal work. Where friable asbestos is present, only a licenced asbestos assessor may undertake air monitoring and risk assessments and issue a clearance certificate for removal work.

6. Protection of Landfill Gas Mitigations

6.1 Introduction

Normal day to day operation of the Site does not trigger the implementation of this LTEMP. The gas mitigations incorporated into the building have the same design life as the building and should not require routine maintenance, with the exception of the wind-driven turbine ventilators fitted to the roof of each home and garage.

This LTEMP is triggered through illegal development works or accidental damage (e.g. house fire) that damages a component of the gas mitigation system e.g. breaching the slab or tearing the sub-slab gas proof membrane or seizing-up of the wind-driven turbine ventilator. The management requirements for such works are outlined in the Section 6.3.

6.2 Potential Exposure Pathways

Residents could be exposed to landfill gas by the migration of gases from a landfill waste mass into enclosed spaces within buildings and homes such that a risk of fire or explosion (methane) or asphyxiation (carbon dioxide) may occur. The possibility of this scenario occurring is remote, however, the potential consequence may be acute. Moreover, the gas mitigation measures installed within each building should eliminate the risk of such an event from occurring.

6.3 Control Measures

The control measure in place to prevent damage to the existing landfill gas mitigation measures is that the Consent Authority must not permit any development at the Site that would result in damage to the existing gas protection measures. The land owners / occupiers must ensure that the inlet and outlet vents are not covered or damaged. The sub-surface perimeter manifolds must not be damaged. If the wind-driven turbine ventilator is observed to be seized-up, the land owner must arrange for its immediate replacement via the Community Association.

Any new structures that are enclosed spaces in contact with the ground in which landfill gas could potentially accumulate must not be permitted unless the new works involve building design measure(s) or system element(s) incorporated into the building design / construction to achieve a score consistent with what is required based on the CS of 3 (i.e., 4.5 points) as a condition of consent.

The control measure in place for the maintenance of the landfill gas interception trench located along the eastern boundary is for no planting of trees or shrubs within the easement (i.e., 1.0 m from the rear / backyard boundary fence). Placement of permanent planter boxes or similar items must be kept at least 1.0 m away from the turf-covered landfill gas interception trench in order to maintain the ability of the gases (if any) to vent to atmosphere.

The Community Association is to arrange for an annual inspection of the Georges Cove Residential Site by an Environmental Consultant to confirm that all wind-driven turbine ventilators fitted to the roof of each home / garage remain functional / rotating (e.g., survey by drone-mounted camera on a day with moderate wind speeds) and comply with the requirements of the LTEMP. Any turbine ventilators found to have seized-up must be replaced by the Community Association under direction by the

Environmental Consultant. The annual inspection by the Environmental Consultant must also include a visual check that no unauthorised building or construction work has occurred to a structure having the potential to impact the integrity of the cap or a landfill gas mitigation system.

A report must be provided to Council summarising the results of the survey and documenting any turbine ventilator replacements. The survey must also involve checking that the interception trench remains clear of objects. Any obstructions that require clearances from the trench alignment and / or any obvious illegal development must be reported to the Community Association and Liverpool City Council for action.

Given the potential presence of landfill gas in the subsurface at the Site, maintenance works on buried services must follow standard 'confined space work' protocols, i.e., Safe Work Australia (2019) *Confined Spaces, Code of Practice*, or its successor.

6.4 Rectification of Disturbances / Defects.

The following procedures must be followed when disturbances / defects to the landfill gas mitigation system are found:

- The mitigation system element(s) is to be reinstated under the direction and supervision of a suitably qualified Environmental Consultant experienced with design of landfill gas mitigation systems and be completed / constructed by Contractor(s) experienced with the construction thereof²;
- Any rectification works must be sufficient to accommodate a CS3 under NSW EPA (2020), as per the existing installations;
- Works must be documented by the Environmental Consultant in a report which is to be provided to Council; and
- The designated person(s) responsible for implementation of this LTEMP is to inspect the area to check that the rectification works have been adequately completed and record the works undertaken in the maintenance log. The date, time, description of works, location of works undertaken, and any required follow ups (i.e., further inspections) are to be recorded in the maintenance log.

² The generic design for landfill gas mitigations beneath homes / garages is summarised in Section 4.2. The specialist contractor that installed the membranes at the Site was Monarflex: <https://www.monarflex.com/>. Mirvac Design Drawing No. 9-63 in Appendix A depicts the general design in cross section.

7. Restrictions on Groundwater Abstraction

7.1 Introduction

Normal day to day operation of the Site does not trigger the implementation of this LTEMP. This LTEMP is triggered through works involving the drilling of groundwater abstraction wells. The management requirements for such works are outlined in the Section 7.3.

7.2 Potential Exposure Pathways

Residents that install groundwater abstraction wells to source groundwater for drinking water (highly unlikely) or irrigation could be exposed to the contaminants present in groundwater by:

- Direct contact through the skin (i.e., by handling the groundwater without the appropriate personal protective equipment);
- Ingestion of groundwater (e.g., drinking water); and
- Inhalation of aerosols from groundwater spray, such as irrigation of extracted groundwater.

Planning and review of any intrusive works involving exposure and / or disturbance of groundwater, and implementation of appropriate health and safety measures, will minimise the potential for worker contact with contaminated materials through the above listed pathways.

7.3 Control Measures

Abstraction of groundwater at the Site for any purpose must not be undertaken by any stakeholder including individual house owners of Community Title scheme lots.

8. Contractors

The following types of contractor work pose a potential risk to the integrity of the cap or performance of a landfill gas mitigation system:

- Maintenance of stormwater and sewer alignments, as shown on JMD Drawings 14005FP4 Sheets 1 and 2, Appendix A, including the construction of any new services / deep services;
- Any works involving excavation into the cap; and
- Any works that involve cutting / sawing or drilling concrete slabs of any house / garage, excluding open-air car ports and outdoor paving / concrete (external to the building).

This type of contractor is defined as a "Special Contractor" under this LTEMP. Special Contractors must:

- Be suitably qualified, licensed and experienced to undertake work at the Site having the potential to disturb the cap or the landfill gas mitigation system;
- Comply with the requirements of the LTEMP;

- Only commence work at the Site after they had received and reviewed a copy of the LTEMP; and
- Notify Council and the Community Association without delay if they become aware of any defects to the cap.

9. New Developments

The procedures / protocols that need to be followed when a new development is proposed at the Site having the potential to damage the cap or a landfill gas mitigation system are defined under the Community Statement as By Law 2 - Building Works and Alterations. In summary, and proposed new development must:

- Seek necessary approvals;
- Submit plans and specifications;
- Obtain decisions from the Association Committee, noting the Committee must not approve an application to carry out Works, if the proposed Works:
 - o Conflict with or do not comply with the LTEMP; and
 - o Impact the gas mitigation measures on any Lot, Community Property or Subsidiary Body Property.

Construction of new homes and / or garages (demolition and re-build) may involve construction of footings / foundations that has the potential to disturb the cap, and this must be considered in the plans and specifications (i.e., the cap must not be breached and any footings must not create a preferential pathway for landfill gas). Construction of new home and / or garage must incorporate necessary landfill gas mitigation system to a CS3 under NSW EPA (2020), or its successor.³

The procedures / protocols that need to be followed for any proposed paving and concreting are defined under the Community Statement as By Law 3 - External Fixtures (Section 3.9).

10. Inspections and Monitoring

An inspection and monitoring program of the cap and landfill gas mitigation systems is to be undertaken while the LTEMP remains in force. The program is to be undertaken by a suitably qualified Environmental Consultant experienced in the closure and redevelopment of former landfill sites generating landfill gas. The Environmental Consultant is also to meet the NSW EPA requirements for a certified contaminated land consultant as specified on their website.

The physical barrier and landfill gas remediation acceptance criteria (RAC) that need to be met are:

- A physical barrier (clean soil cap) of not less than 2.5 m must be in place; and

³ Unless assessed by a suitably qualified Environmental Consultant as otherwise under the framework in NSW EPA (2020), or its successor. The assessment must be approved by a Site Auditor and Liverpool City Council.

- Each house / garage landfill gas mitigation system must be functioning as the design intended (i.e., wind-driven turbine ventilators must be operational and connected to the manifolds).

The Mirvac Geotechnical Engineer (JK Geotechnics) with input from the Mirvac Structural Engineer (Secta Consulting Engineers Pty Ltd) prepared a "Consolidation Contingency Plan" (Section 11) for mitigating potential impacts to the landfill gas mitigation system, house foundations and buried services caused by ground consolidation. The Consolidation Contingency Plan outlines the geotechnical RAC that need to be met and these are:

- A settlement at a monitoring location greater than 30 mm measured during the 12 month period that commenced prior to the construction of house slabs in the area; and
- A differential settlement between adjacent settlement pins greater than 20 mm measured during the 12 month period that commenced prior to the construction of the house slabs in the area.

The scope of work is to include:

- Inspections by the Environmental Consultant of the Site, the exterior condition of structures and landfill gas vents installed on structures are to be undertaken annually and at other times where there is a report of potential damage to the cap or landfill gas mitigation system;
- Annual monitoring by the Geotechnical Consultant of the 14 settlement pins used to monitor the consolidation and stability of the final ground surface at the locations shown in a drawing to be included in Appendix B. Settlement monitoring may cease after 5 years if settlements remain below the RAC;
- Review by the Environmental Consultant of the landfill gas monitoring conducted at locations where damage was suspected or known to have occurred to the cap or a landfill gas mitigation system;
- Review by the Environmental Consultant of records kept by the Community Association and Council regarding the implementation of the LTEMP;
- An assessment by the Environmental Consultant of the integrity of the cap and landfill gas mitigation systems;
- An assessment by the Environmental (landfill gas) and Geotechnical (settlement) Consultant of compliance with the LTEMP; and
- Producing an annual inspection and monitoring report in accordance with NSW EPA guidance.

The corrective actions that need to be undertaken when the physical barrier or a landfill gas monitoring criterion is exceeded are:

- Repair / reinstate the damaged area of capping;
- Repair the damaged system element(s) of the landfill gas mitigations. This is envisaged to occur from time to time and predominantly involve the replacement of any seized-up wind-driven turbine ventilators; and
- Implement the contingency plan (Section 11) if any subsequent assessment indicates that the conditions exceed a CS3 under NSW EPA (2020).

The corrective actions that need to be undertaken when the settlement criterion is exceeded is to implement the contingency plan (Section 11).

Council must be notified in the event that a monitoring criterion is exceeded.

11. Contingency Plan

The contingency plan for exceedances of the landfill gas criterion of CS3 is to:

- Implement landfill gas pressure-relief mitigations. Mitigations are to be designed by an Environmental Consultant and could include:
 - o Installation of passive vertical ventilation well(s) (potentially disguised as light poles) at the area(s) of concern; and / or
 - o Installation of active vertical ventilation well(s) (potentially disguised as light poles), driven by an intrinsically safe blower, at the area(s) of concern; or
- Converting existing passive mitigation systems to active (i.e., aided by a blower to enhance sub-slab gas extraction rates). The design of any upgrade must be by an Environmental Consultant experienced with this type of work and the design must be approved by Council and a Site Auditor.

A standalone contingency plan for geotechnical issues has been prepared by the project Geotechnical Engineers JK Geotechnics. The plan is included in Appendix B.

12. Summary of General Control Actions for Land Owners

A summary of general control actions for landholders (do's and don'ts) is presented in the Executive Summary Table E1 of this LTEMP. The Executive Summary is provided as a pragmatic quick reference guide for landholders in order to assist with their maintaining compliance with this LTEMP. Land owners must make a copy of this LTEMP available to anybody occupying (e.g., renting) their property.

A development application for any house extensions or redevelopment must be submitted to, and approved by, Liverpool City Council such that Council can ensure that necessary gas mitigations and geotechnical considerations are included as part of any proposed extensions.

13. Summary of General Control Actions for Council

Council is responsible for roads and public open spaces. The road infrastructure will all be situated within the ENM portion of the cap and no gas mitigation systems are required beneath roads or footpath pavements as these are not 'enclosed' structures. Likewise, public open spaces will also be situated within the ENM portion of the cap. These assets essentially sit on the cap.

The exception would be stormwater infrastructure in road corridors and the gross pollutant traps (GPTs) in the park. Provided stormwater infrastructure (including any replacement infrastructure) is designed to be well ventilated to atmosphere, the risk of landfill gas build-up would be minimised. The

location of stormwater infrastructure and its position within the cap is in the deepened trench plans (Appendix A). Stormwater infrastructure has grated drains at regular intervals that will provide ventilation / connection to atmosphere, however, standard 'confined space' protocols must apply for maintenance work etc.

Table E2 provides a summary of general control actions for Council (do's and don'ts) in relation to roads and public open spaces (excluding buildings with gas mitigations). Table E3 provides a summary of control actions for contractors for works potentially impacting the integrity of the cap or landfill gas mitigation system. The Executive Summary is provided as a pragmatic quick reference guide for Council in order to assist with its maintaining compliance with this LTEMP.

The summary of control actions in Table E1 (do's and don'ts) provided in the Executive Summary primarily relate to built structures with enclosed spaces. The current public open space (park) design does not involve any built structures (other than drainage). If a structure such as ablution blocks that are not well ventilated to atmosphere (i.e., susceptible to gas build-up) is built by Council at a future date, the do's and don'ts relevant to built structures in Table E1 would also be relevant to these Council assets. The control actions associated with the protection of gas proof membranes are only applicable to built structures with enclosed spaces that warrant such membranes.

14. Conclusions

This LTEMP has been prepared with reference to NSW EPA endorsed guidelines and practice notes. Individual stakeholders (i.e. individual house owners of Community Title scheme blocks making up the Community Association and Council) are responsible for the implementation of the LTEMP on their own sites. Diligent implementation of this LTEMP should ensure the long term viability of the management controls in place via the overall remediation strategy of the physical barrier (cap) and landfill gas mitigation systems. This LTEMP is subject to a review and update (if necessary) mechanism on an annual basis by a suitably qualified Environmental Consultant and proposed changes must be approved by a Site Auditor and Liverpool City Council.

15. References

BSI 8485 (2015) Code of Practice for Design of Protective Measures for Ground Gases

CIRIA (2007) C665 Assessing Risks Posed by Hazardous Ground Gases to Buildings

CIRIA (2014) C735 Good Practice on the Testing and Verification of Protection Systems for Buildings against Hazardous Ground Gases

DP. (2021). Report on Stage 2 Validation Assessment, Proposed Residential Development, 146 Newbridge Road, Moorebank [ref: 7159.09.R.057.Rev1, dated 6 December 2021]

DUAP NSW EPA (1998) State Environmental Planning Policy No. 55 (SEPP 55)

JK. (2021a). Report to Benedict Industries on Geotechnical Assessment of Remediation Earthworks, 146 Newbridge Road, Moorebank, NSW [ref: 29657ZN5 rpt1 rev3 dated 30 November 2021] [report updated to include Stage 2 earthworks]

NEPC (2013) National Environment Protection (Assessment of Site Contamination) Measure 1999 amended 2013

NSW EPA (2016) Environmental Guidelines: Solid Waste Landfills [Second Edition 2016]

NSW EPA (2017) Guidelines for the NSW Site Auditor Scheme (3rd Edition)

NSW EPA (2020) Guidelines for the Assessment and Management of Sites Impacted by Hazardous Ground Gases

NSW EPA (2020) Guidelines for Consultants Reporting on Contaminated Land

NSW EPA (2022) Preparing Environmental Management Plans for Contaminated Land

NSW EPA (2014a) Waste Classification Guidelines, Part 1: Classifying Waste

NSW EPA (2014b) Waste Classification Guidelines Part 2: Immobilisation of Waste

NSW Fair Trading (2017) New South Wales Guide to Standards and Tolerances 2017

Safe Work Australia (2019) Confined Spaces, Code of Practice

Swane IC (23 January 2018) 'Site Audit Report 264B by Dr Ian Swane, Remediation Strategy for Proposed Residential Development with Community Title at 146 Newbridge Road, Moorebank NSW 2170' (includes site audit statement 264B)

Swane IC (6 January 2022) "Site Audit Report 264C by Dr Ian Swane, Stages 1 & 2 Remediation Work for Early Release Area at Proposed Georges Cove Residential Development, 146 Newbridge Road, Moorebank NSW 2170" (includes site audit statement 264C)

Swane IC (8 March 2022) "Site Audit Report 264D by Dr Ian Swane, Stages 3 & 4 Remediation Work for Early Release Area at Proposed Georges Cove Residential Development, 146 Newbridge Road, Moorebank NSW 2170" (includes site audit statement 264D)

Swane IC (30 May 2022) "Site Audit Report 264E by Dr Ian Swane, Stages 1 & 2 Remediation Work for Sites 5, 6 & 11 at Proposed Georges Cove Residential Development, 146 Newbridge Road, Moorebank NSW 2170" (includes site audit statement 264E)

16. Limitations

Douglas Partners Pty Ltd (DP) has prepared this report for this project at 146 Newbridge Road, Moorebank in accordance with DP's proposal 71459.16.P.001.Rev0 dated 1 September 2022 and acceptance received from Ernest Dupere of Benedict Industries Pty Ltd. The work was carried out under DP's Conditions of Engagement. This report is provided for the exclusive use of Benedict Industries Pty Ltd for this project only and for the purposes as described in the report. It should not be used by or relied upon for other projects or purposes on the same or other site or by a third party. Any party so relying upon this report beyond its exclusive use and purpose as stated above, and without the express written consent of DP, does so entirely at its own risk and without recourse to DP for any loss or damage. In preparing this report DP has necessarily relied upon information provided by the client and/or their agents.

The results provided in the report are indicative of the sub-surface conditions on the site only at the specific sampling and/or testing locations, and then only to the depths investigated and at the time the work was carried out. Sub-surface conditions can change abruptly due to variable geological processes and also as a result of human influences. Such changes may occur after DP's field testing has been completed.

DP's advice is based upon the conditions encountered during this investigation. The accuracy of the advice provided by DP in this report may be affected by undetected variations in ground conditions across the site between and beyond the sampling and/or testing locations. The advice may also be limited by budget constraints imposed by others or by site accessibility.

This report must be read in conjunction with all of the attached and should be kept in its entirety without separation of individual pages or sections. DP cannot be held responsible for interpretations or conclusions made by others unless they are supported by an expressed statement, interpretation, outcome or conclusion stated in this report.

This report, or sections from this report, should not be used as part of a specification for a project, without review and agreement by DP. This is because this report has been written as advice and opinion rather than instructions for construction.

Asbestos has previously been detected by observation or by laboratory analysis at the site, either on the surface of the site, or in filling materials at the test locations sampled and analysed. Building demolition materials, such as concrete, brick, tile, timber, plastic, are ubiquitous throughout the fill at the site, and these are considered as indicative of the possible presence of hazardous building materials (HBM), including asbestos. It is therefore considered possible that HBM, including asbestos, may be during bulk earthworks associated with the proposed development, and hence no warranty can be given that asbestos is not present.

The contents of this report do not constitute formal design components such as are required, by the Health and Safety Legislation and Regulations, to be included in a Safety Report specifying the hazards likely to be encountered during construction and the controls required to mitigate risk. This design process requires risk assessment to be undertaken, with such assessment being dependent upon factors relating to likelihood of occurrence and consequences of damage to property and to life. This, in turn, requires project data and analysis presently beyond the knowledge and project role respectively of DP. DP may be able, however, to assist the client in carrying out a risk assessment of potential hazards associated with future design aspects relevant to our input to the project, as an extension to the current scope of works, if so requested, and provided that suitable additional information is made available to DP. Any such risk assessment would, however, be necessarily restricted to the environmental components set out in this report and to their application by the project designers to project design, construction, maintenance and demolition.

Douglas Partners Pty Ltd

Appendix A

About this Report

Drawings

Site Plan

Mirvac Responsibility Plan

Trench Deepening Plan

Cap Thickness Plan

House Benching Plan

Cross Section of Gas Mitigation (Typical)

About this Report

Douglas Partners



Introduction

These notes have been provided to amplify DP's report in regard to classification methods, field procedures and the comments section. Not all are necessarily relevant to all reports.

DP's reports are based on information gained from limited subsurface excavations and sampling, supplemented by knowledge of local geology and experience. For this reason, they must be regarded as interpretive rather than factual documents, limited to some extent by the scope of information on which they rely.

Copyright

This report is the property of Douglas Partners Pty Ltd. The report may only be used for the purpose for which it was commissioned and in accordance with the Conditions of Engagement for the commission supplied at the time of proposal. Unauthorised use of this report in any form whatsoever is prohibited.

Borehole and Test Pit Logs

The borehole and test pit logs presented in this report are an engineering and/or geological interpretation of the subsurface conditions, and their reliability will depend to some extent on frequency of sampling and the method of drilling or excavation. Ideally, continuous undisturbed sampling or core drilling will provide the most reliable assessment, but this is not always practicable or possible to justify on economic grounds. In any case the boreholes and test pits represent only a very small sample of the total subsurface profile.

Interpretation of the information and its application to design and construction should therefore take into account the spacing of boreholes or pits, the frequency of sampling, and the possibility of other than 'straight line' variations between the test locations.

Groundwater

Where groundwater levels are measured in boreholes there are several potential problems, namely:

- In low permeability soils groundwater may enter the hole very slowly or perhaps not at all during the time the hole is left open;

- A localised, perched water table may lead to an erroneous indication of the true water table;
- Water table levels will vary from time to time with seasons or recent weather changes. They may not be the same at the time of construction as are indicated in the report; and
- The use of water or mud as a drilling fluid will mask any groundwater inflow. Water has to be blown out of the hole and drilling mud must first be washed out of the hole if water measurements are to be made.

More reliable measurements can be made by installing standpipes which are read at intervals over several days, or perhaps weeks for low permeability soils. Piezometers, sealed in a particular stratum, may be advisable in low permeability soils or where there may be interference from a perched water table.

Reports

The report has been prepared by qualified personnel, is based on the information obtained from field and laboratory testing, and has been undertaken to current engineering standards of interpretation and analysis. Where the report has been prepared for a specific design proposal, the information and interpretation may not be relevant if the design proposal is changed. If this happens, DP will be pleased to review the report and the sufficiency of the investigation work.

Every care is taken with the report as it relates to interpretation of subsurface conditions, discussion of geotechnical and environmental aspects, and recommendations or suggestions for design and construction. However, DP cannot always anticipate or assume responsibility for:

- Unexpected variations in ground conditions. The potential for this will depend partly on borehole or pit spacing and sampling frequency;
- Changes in policy or interpretations of policy by statutory authorities; or
- The actions of contractors responding to commercial pressures.

If these occur, DP will be pleased to assist with investigations or advice to resolve the matter.

July 2010

About this Report

Site Anomalies

In the event that conditions encountered on site during construction appear to vary from those which were expected from the information contained in the report, DP requests that it be immediately notified. Most problems are much more readily resolved when conditions are exposed rather than at some later stage, well after the event.

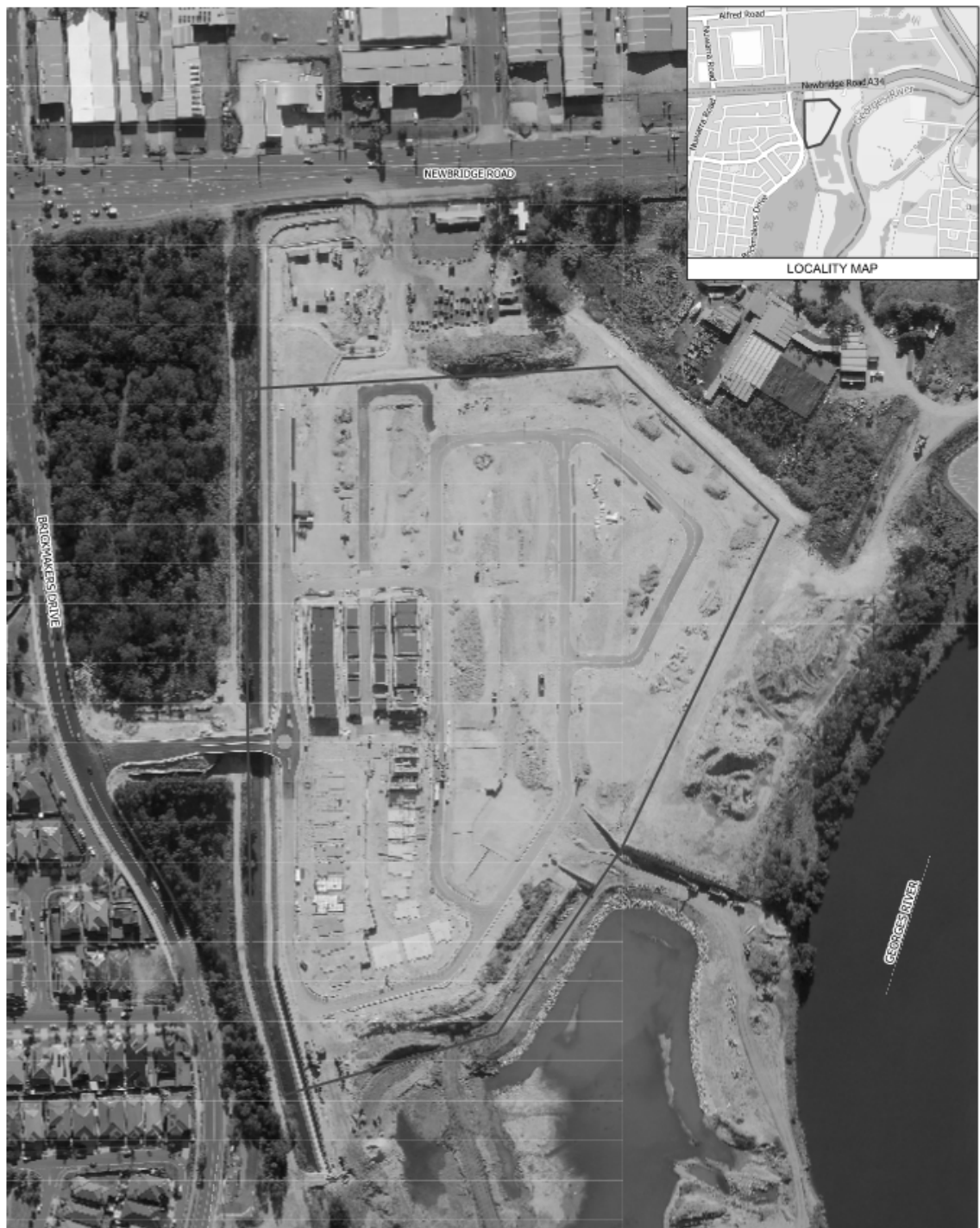
Information for Contractual Purposes

Where information obtained from this report is provided for tendering purposes, it is recommended that all information, including the written report and discussion, be made available. In circumstances where the discussion or comments section is not relevant to the contractual situation, it may be appropriate to prepare a specially edited document. DP would be pleased to assist in this regard and/or to make additional report copies available for contract purposes at a nominal charge.

Site Inspection

The company will always be pleased to provide engineering inspection services for geotechnical and environmental aspects of work to which this report is related. This could range from a site visit to confirm that conditions exposed are as expected, to full time engineering presence on site.

July 2010



Legend

 The Site (Lot 2 Deposited Plan 1246745)

0 50 100 150 m

Notes:

1. Basemap from metromap.com.au dated 13/06/2022



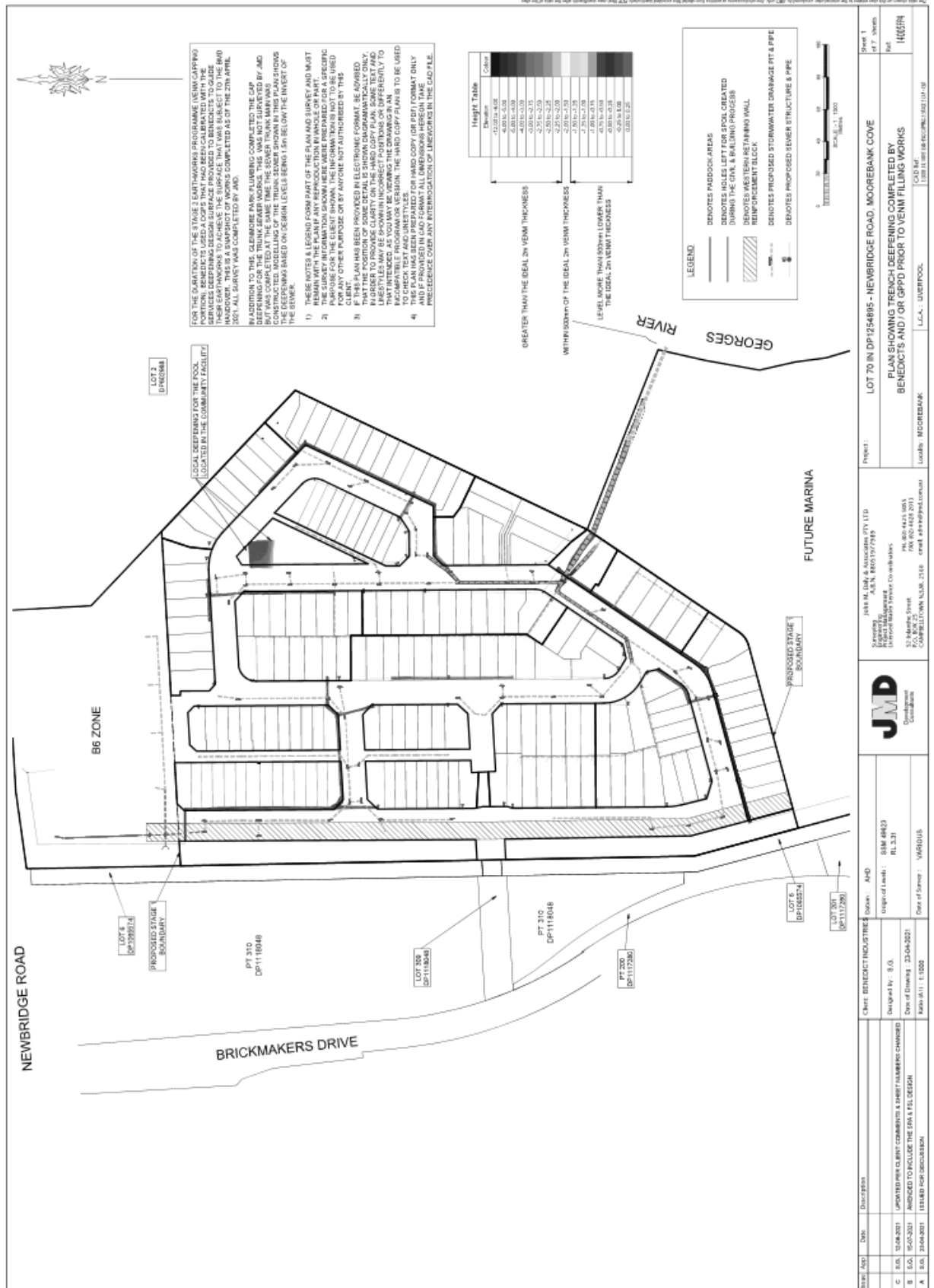
TITLE: Site Plan
Long Term Environmental Management Plan
146 Newbridge Road, Moorebank, NSW

CLIENT: Benedict Industries Pty Ltd
OFFICE: Sydney
SCALE: 1:2000 @ A3

DRAWN BY: JJH
DATE: 14.09.2022



PROJECT No: 71459.14
DRAWING No: 1
REVISION: 1







Appendix B

JK Geotechnics (2022) Geotechnical Opinion,
Consolidation Contingency Plan,
146 Newbridge Road, Moorebank NSW

Mirvac

Attention: Ben de Montemas

Email: ben.demontemas@mirvac.com**GEOTECHNICAL OPINION****CONSOLIDATION CONTINGENCY PLAN****146 NEWBRIDGE ROAD, MOOREBANK, NSW**

From an email dated 7 February 2022, we understand that as a part of the Auditor's approval, a Consolidation Contingency Plan is required, addressing the following:

- 8. The Mirvac Structural Engineer is to prepare a ground consolidation contingency plan that is to be approved by the SA within four weeks from the date of this SAS. The plan is to outline a strategy for mitigating potential impacts to the LFG mitigation system, house foundations and buried services caused by ground consolidation. The contingency plan is to be implemented by Mirvac if settlements are measured that exceed one of the following trigger levels:**
- a) A settlement at a monitoring location greater than 30 mm measured during the 12 month period that commenced prior to the construction of house slabs in the area; and**
 - b) A differential settlement between adjacent settlement pins greater than 20mm measured during the 12 month period that commenced prior to the construction of house slabs in the area.**

In response to the above, we note that as detailed in our letter (Ref: 29657ZN5 let5 rev3) dated 11 January 2022, we recommended a AS2870-2011 Class H2 site classification be adopted for design of the slabs/footings for the proposed houses. However, the upper at least 1.5m of the soil profile below subgrade level is crushed sandstone VENM which is not reactive to moisture content change, i.e. no shrink-swell movements are expected to occur. Instead, the recommended site classification is intended to reflect potential long term differential movement (consolidation/settlement) of the deep landfill present below the site.

For a Class H2 site, surface shrink-swell movements of up to 60mm to 75mm would normally be expected, and a footing/slab system design for a Class H2 site would be sufficient stiff to withstand such movements. As such, we consider a slab/footing system suitable for a Class H2 site would be suitable to accommodate possible long term differential movement of the deep landfill, present below the site.





As a measure to address possible future movements, we suggest the following:

1. Settlement monitoring of the already installed SSM's be completed in accordance with the procedure detailed in our previous letter Ref: 29657ZN5 let8 dated 17 December 2022 and as agreed by all relevant parties.
2. On completion of each house, including any floor coverings, a level survey of the floor slab be completed (e.g. using a water level) to establish a 'baseline' for each house. This would not necessarily need to be linked to AHD as it would be to assess possible future differential movement of the slab itself and not movement relative to any external point.
3. Should any of the triggers noted above be exceeded, a follow up level survey of house slabs in the vicinity of the recorded triggers should be completed to establish if there has been any differential movement of the house slab.
4. Should any differential movement of house slabs occur to the extent that the tilt of the slab exceed allowable limits, as detailed in the BCA, injection grouting, e.g. using an expansive epoxy product or pressurised cementitious grout could be completed to 'relevel' the affected slabs.

Should you require any further information regarding the above, please do not hesitate to contact the undersigned.

Yours faithfully
For and on behalf of
JK GEOTECHNICS

Nicholas Smith
Senior Associate | Geotechnical Engineer



Schedule of Surveyed Levels

Point No.	Point Description	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466	467	468	469	470	471	472	473	474	475	476	477	478	479	480	481	482	483	484	485	486	487	488	489	490	491	492	493	494	495	496	497	498	499	500	501	502	503	504	505	506	507	508	509	510	511	512	513	514	515	516	517	518	519	520	521	522	523	524	525	526	527	528	529	530	531	532	533	534	535	536	537	538	539	540	541	542	543	544	545	546	547	548	549	550	551	552	553	554	555	556	557	558	559	560	561	562	563	564	565	566	567	568	569	570	571	572	573	574	575	576	577	578	579	580	581	582	583	584	585	586	587	588	589	590	591	592	593	594	595	596	597	598	599	600	601	602	603	604	605	606	607	608	609	610	611	612	613	614	615	616	617	618	619	620	621	622	623	624	625	626	627	628	629	630	631	632	633	634	635	636	637	638	639	640	641	642	643	644	645	646	647	648	649	650	651	652	653	654	655	656	657	658	659	660	661	662	663	664	665	666	667	668	669	670	671	672	673	674	675	676	677	678	679	680	681	682	683	684	685	686	687	688	689	690	691	692	693	694	695	696	697	698	699	700	701	702	703	704	705	706	707	708	709	710	711	712	713	714	715	716	717	718	719	720	721	722	723	724	725	726	727	728	729	730	731	732	733	734	735	736	737	738	739	740	741	742	743	744	745	746	747	748	749	750	751	752	753	754	755	756	757	758	759	760	761	762	763	764	765	766	767	768	769	770	771	772	773	774	775	776	777	778	779	780	781	782	783	784	785	786	787	788	789	790	791	792	793	794	795	796	797	798	799	800	801	802	803	804	805	806	807	808	809	810	811	812	813	814	815	816	817	818	819	820	821	822	823	824	825	826	827	828	829	830	831	832	833	834	835	836	837	838	839	840	841	842	843	844	845	846	847	848	849	850	851	852	853	854	855	856	857	858	859	860	861	862	863	864	865	866	867	868	869	870	871	872	873	874	875	876	877	878	879	880	881	882	883	884	885	886	887	888	889	890	891	892	893	894	895	896	897	898	899	900	901	902	903	904	905	906	907	908	909	910	911	912	913	914	915	916	917	918	919	920	921	922	923	924	925	926	927	928	929	930	931	932	933	934	935	936	937	938	939	940	941	942	943	944	945	946	947	948	949	950	951	952	953	954	955	956	957	958	959	960	961	962	963	964	965	966	967	968	969	970	971	972	973	974	975	976	977	978	979	980	981	982	983	984	985	986	987	988	989	990	991	992	993	994	995	996	997	998	999	1000	1001	1002	1003	1004	1005	1006	1007	1008	1009	1010	1011	1012	1013	1014	1015	1016	1017	1018	1019	1020	1021	1022	1023	1024	1025	1026	1027	1028	1029	1030	1031	1032	1033	1034	1035	1036	1037	1038	1039	1040	1041	1042	1043	1044	1045	1046	1047	1048	1049	1050	1051	1052	1053	1054	1055	1056	1057	1058	1059	1060	1061	1062	1063	1064	1065	1066	1067	1068	1069	1070	1071	1072	1073	1074	1075	1076	1077	1078	1079	1080	1081	1082	1083	1084	1085	1086	1087	1088	1089	1090	1091	1092	1093	1094	1095	1096	1097	1098	1099	1100	1101	1102	1103	1104	1105	1106	1107	1108	1109	1110	1111	1112	1113	1114	1115	1116	1117	1118	1119	1120	1121	1122	1123	1124	1125	1126	1127	1128	1129	1130	1131	1132	1133	1134	1135	1136	1137	1138	1139	1140	1141	1142	1143	1144	1145	1146	1147	1148	1149	1150	1151	1152	1153	1154	1155	1156	1157	1158	1159	1160	1161	1162	1163	1164	1165	1166	1167	1168	1169	1170	1171	1172	1173	1174	1175	1176	1177	1178	1179	1180	1181	1182	1183	1184	1185	1186	1187	1188	1189	1190	1191	1192	1193	1194	1195	1196	1197	1198	1199	1200	1201	1202	1203	1204	1205	1206	1207	1208	1209	1210	1211	1212	1213	1214	1215	1216	1217	1218	1219	1220	1221	1222	1223	1224	1225	1226	1227	1228	1229	1230	1231	1232	1233	1234	1235	1236	1237	1238	1239	1240	1241	1242	1243	1244	1245	1246	1247	1248	1249	1250	1251	1252	1253	1254	1255	1256	1257	1258	1259	1260	1261	1262	1263	1264	1265	1266	1267	1268	1269	1270	1271	1272	1273	1274	1275	1276	1277	1278	1279	1280	1281	1282	1283	1284	1285	1286	1287	1288	1289	1290	1291	1292	1293	1294	1295	1296	1297	1298	1299	1300	1301	1302	1303	1304	1305	1306	1307	1308	1309	1310	1311	1312	1313	1314	1315	1316	1317	1318	1319	1320	1321	1322	1323	1324	1325	1326	1327	1328	1329	1330	1331	1332	1333	1334	1335	1336	1337	1338	1339	1340	1341	1342	1343	1344	1345	1346	1347	1348	1349	1350	1351	1352	1353	1354	1355	1356	1357	1358	1359	1360	1361	1362	1363	1364	1365	1366	1367	1368	1369	1370	1371	1372	1373	1374	1375	1376	1377	1378	1379	1380	1381	1382	1383	1384	1385	1386	1387	1388	1389	1390	1391	1392	1393	1394	1395	1396	1397	1398	1399	1400	1401	1402	1403	1404	1405	1406	1407	1408	1409	1410	1411	1412	1413	1414	1415	1416	1417	1418	1419	1420	1421	1422	1423	1424	1425	1426	1427	1428	1429	1430	1431	1432	1433	1434	1435	1436	1437	1438	1439	1440	1441	1442	1443	1444	1445	1446	1447	1448	1449	1450	1451	1452	1453	1454	1455	1456	1457	1458	1459	1460	1461	1462	1463	1464	1465	1466	1467	1468	1469	1470	1471	1472	1473	1474	1475	1476	1477	1478	1479	1480	1481	1482	1483	1484	1485	1486</
-----------	-------------------	---	---	---	---	---	---	---	---	---	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	--------

DATE 21 FEBRUARY 2022
Secta Reference: STR4225

ATTN: Ben de Montemas

SECTA
CONSULTING ENGINEERS
PTY LTD
(STRUCTURAL - CIVIL)
ABN 91 136 407 835
Secta Consulting Engineers Pty Ltd
PO Box 259 Condell Park NSW 2200
Head Office - (02) 9707 3414
web: www.sectaengineering.com.au
email: office@sectaeng.com.au
site off: Milperra, Parramatta, Kellyville,
Central Coast

STRUCTURAL STATEMENT
Geotechnical Consideration

Address: 146 NEWBRIDGE ROAD, MOOREBANK NSW
Superintendent: MIRVAC HOMES
Structural Document: SC_19308 - Residential Dwelling Slab/Footings

The structural engineering design for the above mentioned works was carried out by Secta Consulting Engineers. We certify that this design was in accordance with normal engineering practice and relevant Australian Standards.

Relevant (current edition) standards include but are not limited to:

1. AS1170.0&1 – Structural design actions;
2. AS 3600 – Concrete Structures;
3. AS2870 – Residential Slabs and Footings;

We confirm that the designs as nominated above have been prepared in conjunction with Geotechnical recommendations and findings as detailed in JKGeotechnics letter Ref: 29657ZN5 dated 11 January 2022.

Based on the above, we confirm the following:

1. Adopted slab/footing designs are a minimum of Class "H2" as defined in AS2870-2011;
2. Adopted slab/footings expected to withstand movements of up to 60mm-75mm;

In addition to the above, we have been made aware that a Consolidation Contingency Plan has been requested by the Auditor to form part of the overall approval. We further understand that a copy of JKGeotechnics letter Ref: 29657ZN5 let10 dated 16 February 2022 has been issued satisfying the Contingency Topics.

We confirm that the minimum "H2" slab/footing requirements as set out in The Consolidation Contingency Plan has been implemented in our design.

We additionally confirm that periodic inspections of the works during construction will be required to ensure the works generally conform to the intent of the design as conveyed by our structural engineering drawings.

This certificate shall not be construed as relieving any other party of their responsibilities or contractual obligations.

Yours sincerely



Sharief Abdelfattah
Senior Structural Engineer
MIEAUST CPENG NPER (structural/civil)
APEC Engineer IntPE(Aus)
NSW Fair Trading Accredited Certifier (structural/civil)
for Secta Consulting Engineers

CONTROLLED CERTIFICATE ISSUED BY SECTA CONSULTING ENGINEERS Pty Ltd - Certificate Controlled By Ref Identifier

Schedule 3 – FERP



**MIRVAC AREA C RESIDENTIAL DEVELOPMENT
146 NEWBRIDGE ROAD, MOOREBANK**

FLOOD EMERGENCY RESPONSE PLAN

September 2022

Prepared by
Mark Tooker
Director
Tooker and Associates

m 0409 912 831 e mark.tooker@tookerandassociates.com.au a 30 Walworth Avenue, Newport abn 39 619 046 070

TABLE OF CONTENTS

1. Introduction	1
2. Proposed Development	1
3. Outline of Flood Emergency Response Plan	1
4. Initiation of Evacuation	2
5. Plan1 Vehicular Evacuation Details	2
6. Plan 2 Pedestrian Evacuation Details	3
7. Plan 3 Stay in Place	4
8. Flood Signage	4
9. Flood Evacuation Training	5

FIGURES

Figure 1	Locality Plan
Figure 2	Flood Evacuation Routes and Signage
Figure 3	Overall Evacuation Routes

APPENDICES

Appendix A	Development Consent Conditions
Appendix B	SES Methodology for Estimation of Available and Required Evacuation Times

1. Introduction

On the 26 February 2020, the Liverpool City Council provided the DA consent conditions for the Local Planning Panel sub division approval (DA24/2017) on the 24 February 2020 for the Mirvac residential development on Lot 70 DP 1254895 at 146 Newbridge Rd Moorebank. This site is known as Area C within the Moorebank East Precinct (refer Figure 1).

Development consent conditions 14, 44 and 153 (refer Appendix A), require preparation of the Flood Emergency Response Plan (FERP) in consultation with SES and to be approved by Council. This report details the FERP for the Mirvac Area C residential development. This report has been prepared by Mark Tooker who has over 30 years experience in flood management aspects of urban development.

2. Proposed Development

The proposed Mirvac development in Area C will consist of 179 two storey residences all with a minimum ground floor and road level greater than RL 6.1m AHD (being the 100 yr ARI flood level plus 500mm freeboard) which is the Flood Planning Level. The finished road and floor levels will continually rise from RL 6.1m AHD on the south eastern edge of the development to the west reaching levels around RL 10m AHD as approved by the LEC and DA 1552/2006 at the proposed link road (Road 7) bridge which provides car access to Brickmakers Drive (see Figure 2).

There is a proposed pedestrian bridge which is elevated over Brickmakers Drive parallel to the Link Road (refer Figure 2). It has been approved by Council as an acceptable flood evacuation route for pedestrians accessing land not subject to flooding - that is, land above the Probable Maximum Flood (PMF). The bridge will land in Paine Park adjacent to Horizon Circuit at a level of RL 7m AHD. This level is equivalent to a 2000yr ARI flood level. Land above the PMF level is located approximately 200m west along Horizon Circuit (opposite Marble Road) from the bridge landing (see Figure 2). The bridge will be suitable for disable access.

All residences in the development will be two stories with the first floor level in all houses above the Probable Maximum Flood (PMF) level of RL 10.4m AHD.

The development will be under a Community Title which imposes a management structure responsible for the safety and well being of this community and Community Manager would assist the SES personnel in the management of the flood evacuation procedures.

3. Outline of the Flood Emergency Response Plan

The FERP involves the details of the flood evacuation procedures in the event of a severe flood.

For the Georges River, the Bureau of Meteorology (BoM) provides a warning of a flood likely to rise above a level of RL 4m AHD. This warning will provide a minimum of 13 hours warning before the flood waters reach a level of RL 4m AHD. For comparison, the minimum road and

house floor level in the proposed development is RL 6.1m AHD. For reference, the bank levels of the Georges River nearby to the site have levels typically around RL 2 to 2.5m AHD.

When this warning is given by the BoM, the SES will instruct an evacuation of the Area C development. The evacuation plan for Area C will be managed by SES personnel assisted by the Community Manager for the site and have the following general responses:

- Plan 1 – primary response is to evacuate all the residents and visitors by car;
- Plan 2 – if not all the people are evacuated by the times flood waters start to inundate the site (around RL 6m AHD), then the secondary plan is to evacuate on foot via the elevated pedestrian bridge;
- Plan 3 – if for some reason people have not evacuated, then they would have to move to the first floor level and stay in place.

4. Initiation of the Evacuation

The flood evacuation initiation will occur in a number of ways for the Mirvac Area C development:

- a. BoM – will issue a flood warning via all media and SMS to the general public, SES and other designated personnel;
- b. SES – on receipt of the BoM flood warning, SES personnel will order an evacuation and initiate a door knock of all homes. The SES will ensure that the evacuation plans 1, 2 and 3 above are instigated as required;
- c. Community Manager – the Community Manager will be responsible for the safety and well being of this community and would assist the SES personnel in the management of the flood evacuation procedures by communicating with all residents using SMS and social media;
- d. Residents as Flood Wardens – A Flood Wardens committee would be formed with the Community Manager as the chairperson. The flood wardens would assist the SES in door knocking residents once flood evacuation has been initiated. The wardens would also assist with explaining details of the flood evacuation procedures to residents and assist in the annual flood evacuation training exercises.

5. Plan 1 Vehicular Evacuation Details

The SES approved method of estimating the available and required times for vehicular evacuation are detailed in the SES Technical Guideline for the Use of the SES Timeline Evaluation Model in Flood Evacuation Planning. The application of this SES methodology for the proposed Area C residential development is detailed in Appendix B.

Based on the SES methodology and a one lane road evacuation route, there is ample time for vehicular evacuation of Area C with the available time being 14.6 hours and the required time for evacuation being only 9.7 hours. The required time could be even less if the Community Manager can alert residents of the need to evacuate, based on advice from SES to evacuate, before the SES personnel can mobilise to Area C.

The required times for evacuation are not based on any digital communication of the need to initiate evacuation. The SES could send a SMS message to residents and Community Manager informing of the need for evacuation in addition to informing people by a physical presence via door knocking. This would provide hours of additional time for people to evacuate above the times given above.

The vehicular evacuation route would as shown on Figures 2 and 3 and would be as follows:

1. Turn left from the Link Rd (Road 7) bridge crossing into Brickmakers Drive;
2. Turn right at Maddecks Ave;
3. Turn left at Nuwarra Rd;
4. Travel south along Nuwarra Rd across the M5 and turn right into Heathcote Rd;
5. Access the M5 from Heathcote Rd.

Council has agreed that a right turn into Maddecks Ave from Brickmakers Drive is appropriate in an emergency and has agreed for the sign to be changed to No Right Turn Except for Flood Evacuation. Other flood evacuation signage is proposed as discussed in Section 8 and presented on Figure 2.

6. Plan 2 Pedestrian Evacuation Details

The SES approved method of estimating the available and required times for pedestrian evacuation are detailed in the SES Technical Guideline for the Use of the SES Timeline Evaluation Model in Flood Evacuation Planning. The application of this SES methodology for the proposed Area C residential development is detailed in Appendix B.

Based on the SES methodology, there is ample time for pedestrian evacuation of Area C with the available time being 15.6 hours and the required time for evacuation being only 9.3 hours. The required time could be even less because the Community Manager can provide a digital alert by SMS and social media and resident Flood Wardens can door knock and physically alert residents of the need to evacuate, based on advice from SES to evacuate, before the SES personnel can mobilise to Area C.

The required times for evacuation are not based on any digital communication of the need to initiate evacuation. The SES could send a SMS message to residents and Community Manager informing of the need for evacuation in addition to informing people by a physical presence via door knocking. This would provide hours of additional time for people to evacuate above the times given above.

The vehicular evacuation route would be cut off at Brickmakers Drive when flood levels reach RL 6m AHD. Flood waters could reach this level approximately 14.6 hours (for the fastest flood rise in a PMF flood) from the BoM flood warning. At that stage, floodwaters would be lapping at the eastern side of the Area C development. If some residents in Area C have not evacuated by vehicle within 14.6 hours of the order to evacuate, they will have to walk out via the elevated pedestrian bridge over Brickmakers Drive. The floodwaters fastest rise in the PMF flood would reach RL 7m AHD (landing level for elevated pedestrian bridge) from RL 6m AHD in 1 hour. This timeframe is still ample as the time to evacuate on foot

would be around 20 minutes. Residents would only have to head west up Horizon Circuit for at least 200m once they have crossed the pedestrian bridge to reach flood free land.

The route for pedestrian evacuation is presented on Figure 2 and would be as follows:

1. Proceed to intersection of Roads 1, 2 and 7 via any of the three routes as shown on Figure 2;
2. Cross the elevated pedestrian bridge;
3. Head west up the Horizon Circuit for approximately 200m to just west of Marble Rd to flood free land.

7. Plan 3 Stay in Place

If, for some reason, residents have not evacuated Area C via Plans 1 and 2 above (after 15.6 hours after the order to evacuate) then they will have to move to the first floor of their residence and stay in place. The first floor level will be above the PMF level of RL 10.4m AHD and flood free. The development will be required to have a further fall back option with access to the roof spaces and then onto the house roofs through an opening skylight. This stay in place approach is not preferred but is just to be used only as an fall back option in an emergency.

8. Flood Signage

The following flood signage is to be installed in the Area C development and along the flood evacuation routes (see Figure 2).

8.1 Vehicular Flood Evacuation Directional Signs

Vehicular flood evacuation directional signs will be required along the evacuation route.

Signs are required at the roundabout at the intersection of Roads 1, 2 and 7 indicating the flood evacuation route is to turn onto the Link Rd (Road 7) bridge and another sign on the western side of Brickmakers Drive facing the Link Rd bridge left turn lane advising the vehicular flood route is to turn left into Brickmakers Drive.

A sign is required on the eastern side of Brickmakers Drive at the intersection with Maddecks Ave and on the southern side of Maddecks Ave at the intersection with Brickmakers Drive indicating to turn right into Maddecks Ave and proceed to Nuwarra Rd for the vehicular flood evacuation route.

8.2 Pedestrian Flood Evacuation Directional Signs

Pedestrian flood evacuation directional signs will be required in the development layout to show a number of different routes as shown in Figure 2.

At the common intersection point for pedestrian flood evacuation from Area C will be the intersection of Roads 1, 2 and 3. At this point there will be a sign directing pedestrians to the elevated pedestrian bridge over Brickmakers Drive.

At sign at the bridge landing point in Paine Park adjacent Horizon Circuit will direct pedestrians in a westerly direction up Horizon Circuit.

A sign on Horizon Circuit adjacent to Marble Road will direct pedestrians further west along Horizon Circuit. The sign will be located close to the PMF level of RL 10.4m AHD.

8.3 Flood Warning Signs

The intersection of Brickmakers Drive and the Link Road Bridge (Road 7) would not be flooded in a 100 yr ARI flood (RL 5.6m AHD) but is subject to flooding in a PMF flood. When PMF flooding reaches RL 6m AHD, the intersection would be deemed unpassable by cars. The development consent condition (Condition 44) requires flood warning signs at both ends of Road 7 indicating that the intersection at Brickmakers Drive is subject to flooding. The flood warning signs as proposed are indicated on Figure 2 with two signs at the Road 1, 2 and 7 intersection and one sign for vehicles entering the Brickmakers intersection from Area C.

9. Flood Evacuation Training

The FERP will be included in the Community Management Plan. The Community Manager is to ensure that every resident is provided with a copy of the approved Flood Emergency Evacuation Plan, has an understanding of the flood evacuation procedures and required responses and that training is provided annually with a mock flood evacuation for all residents in the Community Title. Three residents would be selected as Flood Wardens who would be responsible for assisting the Community Manager in the training of residents for flood evacuation and would assist the SES and Community Manager in the management of a flood evacuation.

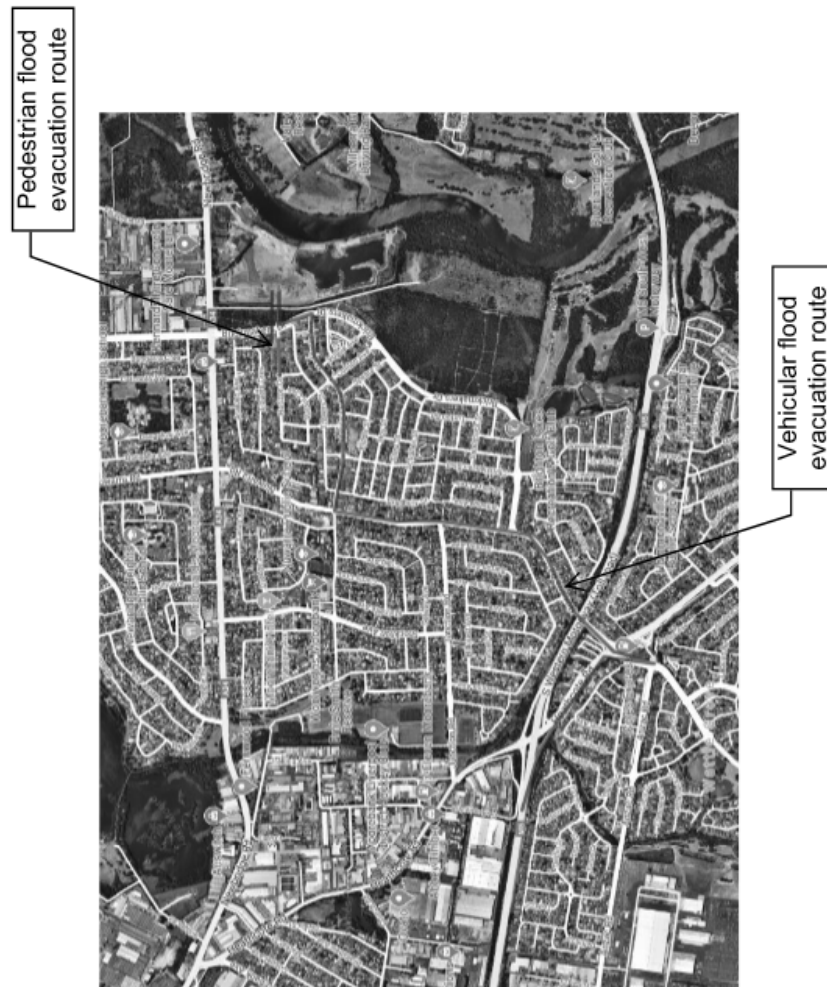
FIGURES

FIGURE 1



LOCALITY PLAN

FIGURE 3



**FLOOD EVACUATION ROUTES
MIRVAC AREA C MOOREBANK**

APPENDIX A
DEVELOPMENT CONSENT CONDITIONS
FLOOD EVACUATION

Sydney Water Comments

11. All comments provided by Sydney Water shall be complied with prior, and at the completion of construction. A copy of the Sydney Water comments are attached to this decision notice.

B. PRIOR TO ISSUE OF A CONSTRUCTION CERTIFICATE

The following conditions are to be complied with or addressed prior to issue of the relevant Construction Certificate by the Principal Certifying Authority:

Voluntary Planning Agreement

12. The development shall be undertaken in accordance with any applicable terms and conditions of the Voluntary Planning Agreement applicable to this site executed by Tanlane Pty Ltd and Liverpool City Council (dated 11 June 2008) or any subsequent amendments to the abovementioned Voluntary Planning Agreement.

Fee Payments

13. Unless otherwise prescribed by this consent, all relevant fees or charges must be paid. Where Council does not collect these payments, copies of receipts must be provided. For the calculation of payments such as Long Service Levy, the payment must be based on the value specified with the Development Application/Construction Certificate.

The following fees are applicable and payable:

- (a) Damage Inspection Fee – relevant where the cost of building work is \$20,000 or more, or a swimming pool is to be excavated by machinery.
 - (b) Fee associated with Application for Permit to Carry Out Work Within a Road, Park and Drainage Reserve.
 - (c) Long Service Levy – based on 0.35% of the cost of building work where the costing of the CC is \$25,000 or more.
- These fees are reviewed annually and will be calculated accordingly.

Flood Emergency Plan

14. A flood emergency response plan shall be developed and maintained in consultation with the SES for the entire site. The flood emergency response plan shall include a suitable flood warning system that has specific evacuation triggers and communication mechanisms for emergency evacuation of all areas, signage



Customer Service Centre Ground floor, 33 Moore Street, Liverpool NSW 2170

All correspondence to Locked Bag 7064 Liverpool BC NSW 1871

Call Centre 1300 36 2170 **Email** lcc@liverpool.nsw.gov.au

Web www.liverpool.nsw.gov.au **NRS** 13 36 77 **ABN** 84 181 182 471

and exits to ensure the fail-safe evacuation of people during floods up to and including the Probable Maximum Flood. The flood emergency response plan shall be submitted and approved by Liverpool City Council Manager of DA prior to the issue of a construction certificate. The flood warning system shall include the following:

- a. Water level monitoring system at Georges River to monitor overtopping of river banks near the site.
- b. Suitable arrangements to alert all occupants of the entire site.
- c. Necessary arrangement for site evacuation before the site becomes fully isolated by floodwaters.

The flood warning system shall be put in operation prior to, during and after a flood to manage activities including evacuation arrangements for all occupants of the site.

Provision of Services

15. An application to obtain a Section 73 Compliance Certificate under the Sydney Water Act 1994, must be lodged with Sydney Water. To facilitate this, an application must be made through an authorised Water Servicing Coordinator. Please refer to the "building and developing" section of Sydney Water's web site at www.sydneywater.com.au, or telephone 13 20 92.

Following receipt of the application, a 'Notice of Requirements' will detail water and sewer extensions to be built and charges to be paid. Please make early contact with the Coordinator, since building of water/sewer extensions can be time consuming and may impact on other services and building, driveway or landscape design. A copy of the 'Notice of Requirements' must be submitted to the PCA.

16. Written clearance from Endeavour Energy, stating that electrical services can be available to the development or that arrangements have been entered into for the provision of services to the development must be submitted to the PCA.
17. Prior to the issue of the a Construction Certificate, the Principal Certifying Authority shall be satisfied that telecommunications infrastructure may be installed to service the premises which complies with the following of the Telecommunications Act 1997
 - (a) For a fibre ready facility, the NBN Co's standard specifications current at the time of installation, and
 - (b) For a line that is to connect a lot to telecommunication infrastructure external to the premises, the line shall be located underground.



Customer Service Centre Ground floor, 33 Moore Street, Liverpool NSW 2170
All correspondence to Locked Bag 7064 Liverpool BC NSW 1871
Call Centre 1300 36 2170 **Email** lcc@liverpool.nsw.gov.au
Web www.liverpool.nsw.gov.au **NRS** 13 36 77 **ABN** 84 181 182 471

event. Engineering details of the emergency access road, including transitions to existing watercourse upstream and downstream of the works shall be provided with the detailed civil design. These requirements shall be reflected on the Construction Certificate plans and supporting documentation.

Flood Warning Signs

44. The developer shall provide flood warning signs at each end of the proposed entry road (Road 1). This requirement shall be reflected on the Construction Certificate plans and supporting documentation.

On-site Detention

45. On-site water quality treatment facilities shall be provided to ensure that stormwater runoffs leaving the site comply with Council's water quality standards. The treatment facilities shall capture all gross pollutants and liquid contaminants from the stormwater before discharging into the river. Water quality treatment works shall be designed using MUSIC modelling software and the water quality treatment system performance shall be verified using Council's MUSIC link. Detailed design and drawings of water quality treatment facilities including water quality modelling report and electronic copy of MUSIC model developed for the site shall be submitted for Council's review and approval.

Construction Environmental Management Plan (CEMP) (As amended)

46. Prior to issue of a construction certificate, a Construction Environmental Management Plan (CEMP) for the development must be provided to the Principal Certifying Authority for approval. The environmental site management measures must remain in place and be maintained throughout the period of the development. The CEMP must address all environmental aspects of the development's construction phases, and include, where relevant, but not be limited to, the following:
 - Asbestos Management Plan;
 - Project Contact Information;
 - Site Security Details;
 - Timing and Sequencing Information;
 - Site Soil and Water Management Plan;
 - Noise and Vibration Control Plan;
 - Dust Control Plan;
 - Air Monitoring;
 - Odour Control Plan;
 - Health and Safety Plan;



Customer Service Centre Ground floor, 33 Moore Street, Liverpool NSW 2170
All correspondence to Locked Bag 7064 Liverpool BC NSW 1871
Call Centre 1300 36 2170 **Email** lcc@liverpool.nsw.gov.au
Web www.liverpool.nsw.gov.au **NRS** 13 36 77 **ABN** 84 181 182 471

Long-Term Environmental Management Plan

151. A Long-Term Environmental Management Plan (LTEMP) shall be prepared by a suitably qualified environmental consultant and provide a site-specific framework for managing and mitigating contamination for the life of the proposal. The LTEMP shall make provisions for auditing the effectiveness of the proposed environmental protection measures and procedures for the management and maintenance of the cap and landfill gas mitigation systems. Procedures for scenarios where the capping or landfill gas mitigation systems need to be penetrated and reinstated must also be included in the LTEMP.

The LTEMP shall require periodic inspection by an environmental / geotechnical consultant to confirm that the overall integrity of the cap has not been compromised and that the capping system and gas mitigation systems remain functional and comply with the requirements of the LTEMP.

The Community Association on behalf of individual house owners of the Community Title scheme shall be responsible for the implementation of the LTEMP. Council is not responsible for the overall administration of the Plan or its implementation. The LTEMP shall be submitted to Liverpool City Council with any future Development Application for residential development which will be subject to separate Approval.

Flood Affection Certificate

152. The submission of a report from a suitably qualified and experienced civil (hydrology) engineer to the Principal Certifying Authority is required, prior to the issue of the Subdivision Certificate. This report is required to certify that the 'as-constructed' subdivision and associated works will not have any detrimental effects to adjoining properties or upon the subject land with respect to the loss of flood storage, changes in flood levels and alteration of flood conveyance, as a result of flooding or stormwater run-off.

Evacuation Management

153. The development excluding roads to be dedicated to LCC shall be under the Community Title and shall impose a management structure responsible for the safety and wellbeing of the occupants of the area and shall be used to manage the flood evacuation procedure. Evidence that the appropriate management structures to manage flood evacuation procedures are in place and endorsed by Liverpool City Council Manager Development Assessment prior to the issue of a Subdivision Certificate.



Customer Service Centre Ground floor, 33 Moore Street, Liverpool NSW 2170

All correspondence to Locked Bag 7064 Liverpool BC NSW 1871

Call Centre 1300 36 2170 **Email** lcc@liverpool.nsw.gov.au

Web www.liverpool.nsw.gov.au **NRS** 13 36 77 **ABN** 84 181 182 471

APPENDIX B
SES METHODOLOGY FOR ESTIMATION OF AVAILABLE AND
REQUIRED EVACUATION TIMES

Area C Mirvac Residential Development Flood Emergency Response Plan SES Evacuation methodology

The following assessment of Available Times and Required Times for evacuation of the proposed Mirvac Area C Residential Development has been undertaken based on the SES Technical Guideline for the use of the SES Timeline Evaluation Model in Flood Evacuation Planning, and the Cardno assessments of rate of rise of floodwaters for the site.

The estimated evacuation times for the Mirvac Area C Residential development would be as follows.

1. **Available Time** – evacuation of pedestrians – 15.6hrs; evacuation of vehicles – 14.6hrs

The available time is a combination of the flood warning time provided by the BoM warnings and rate of rise of flood waters estimated by Cardno.

BoM provide a minimum of 13 hours warning for flood levels above RL 4m AHD. The rate of rise of flood waters is then used to estimate the time for flood waters to reach the level at which access would be cutoff.

The safe access for vehicles is cutoff at RL 6m AHD due to inundation of the Brickmakers Drive/Link Rd intersection. The time for flood waters to rise from RL 4m to 6m depends on the severity of the flood – the least available time is in a PMF flood. For a PMF flood, the time for the rise of floodwaters from RL 4m to RL 6m is 1.6hrs.

So, the total time available for evacuation by vehicle is 14.6hrs (13+1.6).

The safe access for pedestrians is cutoff at RL 7m AHD due to flood inundation at the base of the elevated pedestrian bridge at its landing in Paine Park adjacent to Horizon Circuit. The time for flood waters to rise from RL 4m to 7m depends on the severity of the flood – the least available time is in a PMF flood. For a PMF flood, the time for the rise of floodwaters from RL 4m to RL 7m is 2.6hrs.

So, the total time available for pedestrian evacuation is 15.6hrs (13+2.6).

2. **Time Required** – people evacuation – 9.3hrs; vehicle evacuation – 9.7hrs.

The time required is made up of a number of actions.

- a. SES mobilisation time – 6hrs
SES will consider the necessity to give the evacuation order sometime within this 6 hr period. The proposed Mirvac residential development in Area C will be a Community Title sub division. As such, the development and residents will be subject to Management Statements, By-Laws and be controlled by a Community Manager. The Manager will have a legal requirement to urge all residents to evacuate. The Community Manager will receive the SES order to evacuate and will be able to disseminate more quickly than the SES, the order to evacuate. This is likely to mean that the evacuation would commence within this 6 hour period rather than at the end of this period.

- b. Warning Acceptance Factor – 1hr
SES recommend adoption of a 1 hour duration for people to accept the order to evacuate.
 - c. Warning Lag Factor – 1hr
SES recommend adoption of a 1 hour duration for people to pack and leave the building.
 - d. Travel Time
People Evacuation – 0.3hrs
SES recommend adoption of a walking rate of 2km per hour for evacuation. The maximum distance to be travelled to areas above the PMF flood level is approximately 580m which would take 20 minutes.

Vehicle Evacuation – 0.67hrs
The number of cars adopted for the evacuation from the site is 358 which is two cars per residence. SES recommends adoption of an evacuation rate of 600 cars/hour/lane. The evacuation route has one lane so it would take approximately 40 minutes for a vehicular evacuation of the proposed Mirvac residential development of Area C.
 - e. Traffic Safety Factor – 1 hr
SES recommends adoption of a 1 hour duration for traffic safety issues such as accidents, breakdowns etc.
 - f. Total Time Required for Evacuation
For the pedestrian evacuation, the total time required would be 9.3hrs (6+1+1+0.3+1).
For vehicular evacuation, the total time required would be 9.7hrs (6+1+1+0.67+1).
3. **Summary** – based on the SES guideline, the time available is ample for the evacuation of people (required time is 9.3hrs and available time is 15.6hrs) and for the evacuation of vehicles (required time is 9.7hrs and available time is 14.6hrs).

In summary, based on the SES guidelines, there is ample time for flood evacuation of the proposed population in the Mirvac Area C residential development.

Schedule 4 – Services Plan (works to be executed)

