

Evidence of competitive tenders for large expenses amounting to \$300,000.00 during FY 2015

Roseriver Hot Water System for Block D	- \$46,200.00 in June 2015
Roseriver Hot Water System	- \$10,109.00 in September 2015
Kintyre Roof Membrane Block B	- \$59,356.00 in February 2015
Kintyre Roof Membrane Block D	- \$109,285.00 in October 2015
QBE Insurance	- \$72,456.06 in September 2015

Why is SP52948 paying more than 16% increase for Caretaker's contract renewal without any competitive tender, costing owners corporation \$578,000.00 over two-year period

1 For the last 15 years, the Caretaker's contract worth more than half a million dollars currently (totalling around AU\$3,500,000.00 over 15 years), never issued request for tenders. Long-serving committee member and the Strata Manager solely "negotiated" its renewals (occasionally "helped" by an ex-member of the EC Mr. John Ward who ran away from complex through secret selling of his properties and moving out of complex in March 2015) , increases in remuneration, and conditions (non-compliance with Strata Schemes Management Act 1998 Section 80B).

2 The contract for caretaking, pool and garden maintenance, and cleaning services with Caretaker in December 1999 increased by more than 33% in comparison to expenses in prior financial year without any tender (non-compliance with Strata Schemes Management Act 1998 Section 80B), and without decision at the general meeting.

3 The contract for caretaking, pool and garden maintenance, and cleaning services with Caretaker in December 2014 increased by more than 16% in comparison to expenses in prior financial year without any tender (non-compliance with Strata Schemes Management Act 1998 Section 80B). The EC and BCS Strata Management refuse to show any evidence that there was any valid tender for the contract.

Why is SP52948 wasting Admin Fund for paying invoices for other strata complexes?

Here are two recent examples, which obviously was not properly checked by BCS or any member of the Executive Committee. Who approved payments for SP4998 and SP35756 at Ryde and Epping:

Creditor Name	Doc. Ref. No.	Doc. Date	Doc. Total (GST inc.)	Chq. Date	Date Presented	Comment
NCB PLUMBING PTY LTD	34354	10/06/2015	\$140.80	23/06/2015	23/06/2015	Lot 67: Water leak under kitchen sink
NCB PLUMBING PTY LTD	34352	10/06/2015	\$867.90	23/06/2015	23/06/2015	Lot 191: Urgent Saturday water leak bathroom ceiling
NCB PLUMBING PTY LTD	34351	10/06/2015	\$290.00	23/06/2015	23/06/2015	Water leak into large stormwater pit in main driveway
NCB PLUMBING PTY LTD	34355615	10/06/2015	\$1,644.50	23/06/2015	23/06/2015	Urgent call by strata manager and caretaker with report of a broken sewer pipe down the back in the bush on right hand side, which was reported by the council ranger, collapsed sewer line on the right hand side of the complex, cast iron pipe was severely damaged by a large fallen tree during the heavy rains and winds
NCB PLUMBING PTY LTD	34353	10/06/2015	\$140.80	23/06/2015	23/06/2015	Lot 102: water leak under kitchen sink
NCB PLUMBING PTY LTD	34348615	4/06/2015	\$528.00	23/06/2015	23/06/2015	Wrong Charge for SP4998 at 14-16 Price Street Ryde
NCB PLUMBING PTY LTD	34338	2/06/2015	\$132.00	23/06/2015	23/06/2015	Wrong charge for SP35756 at 4/8 Donald Avenue Epping
NCB PLUMBING PTY LTD	34290	20/05/2015	\$154.00	02/06/2015	02/06/2015	Lots 85 and 91: water leaks
NCB PLUMBING PTY LTD	34245	12/05/2015	\$778.80	28/05/2015	28/05/2015	Big storm water leak in the garage area
NCB PLUMBING PTY LTD	34183	1/05/2015	\$132.00	15/05/2015	15/05/2015	Lot 57: blocked shower floor
NCB PLUMBING PTY LTD	34197	28/04/2015	\$368.50	15/05/2015	15/05/2015	Block B: broken water pipe in the top level plant room
NCB PLUMBING PTY LTD	34192	27/04/2015	\$899.80	15/05/2015	15/05/2015	Block D: water leak in the boiler room
NCB PLUMBING PTY LTD	34193	27/04/2015	\$2,655.40	15/05/2015	15/05/2015	Lot 170: broken water pipe, flooding in lounge room area
NCB PLUMBING PTY LTD	34185	24/04/2015	\$132.00	15/05/2015	15/05/2015	Lot 46: water leak through ceiling
NCB PLUMBING PTY LTD	34153	17/04/2015	\$145.20	15/05/2015	15/05/2015	Lot 110: water leak under kitchen sink
NCB PLUMBING PTY LTD	34108	2/04/2015	\$132.00	15/04/2015	15/04/2015	men's bathroom shower
NCB PLUMBING PTY LTD	34030	16/03/2015	\$132.00	07/04/2015	07/04/2015	Lot 157: blocked shower drain
NCB PLUMBING PTY LTD	34032	16/03/2015	\$887.70	07/04/2015	07/04/2015	Lot 191: water leak through kitchen ceiling bulkhead, Lot 192: ceiling water leak in main hallway

Is there anyone at BCS who has any knowledge of book-keeping and accounting? But that is not unusual or unexpected. Here are some of angry comments from the committee member in the past:

<http://www.nswstratasleuth.id.au/BCS-Strata-Management-and-Attacked-by-committee-member-for-Bad-Accounting.pdf>

Why is SP52948 wasting Admin Fund for paying same invoice two times?

One example: **NCB Plumbing worked on water leak in storm water pit in June. The invoice was paid two times.**

Cred. Code	Creditor Name	Doc. Ref. No.	Doc. Date	Doc. Total (GST inc.)	Chq. Date	Mtd.	Cnl. Chq.	Date Presented	Invoice	Comment
33568	NCB PLUMBING PTY LTD	34351A	26/08/2015	\$2,750.90	26/08/2015	EFT	N	26/08/2015	View Invoice	Water leak into large stormwater pit (almost identical invoice as one dated 10/06/2015)
33568	NCB PLUMBING PTY LTD		10/06/2015	\$2,755.90	24/08/2015	EFT	N	24/08/2015	View Invoice	Water leak into large stormwater pit

Why is BCS not enforcing warranties for repeated repairs at high cost to owners corporation?

An example of 14 visits to Lot 191, totalling almost \$11,000.00 in period of just three and a half years. There are many similar issues with substandard repairs and workmanship in the complex. Who manages the service providers and why are poor repairs continuing?

Cred. Cod	Creditor Name	Doc. Ref. No	Doc. Total (GST Incl)	Chq. Date	Date Presented	Comments
33568	NCB PLUMBING PTY LTD	28733	\$693.00	15/09/2011	15/09/2011	Lot 191: water leak
68671	HOWARD WEST - BUILDER	973	\$968.00	15/04/2013	15/04/2013	Lot 191: repair ceiling and cornices to kitchen after water leak, remove damaged ceiling and cornice sections, supply and install new trimmers to ceiling, supply and install new plaster board, treat and seal stains, sand repairs
33568	NCB PLUMBING PTY LTD	31213	\$832.70	19/04/2013	19/04/2013	Lot 191: urgent water leak in kitchen ceiling on Saturday
33568	NCB PLUMBING PTY LTD	31749	\$121.00	15/08/2013	15/08/2013	Lot 191: leak coming through light fitting in laundry
33568	NCB PLUMBING PTY LTD	31853	\$653.40	2/09/2013	2/09/2013	Lot 191: leak in ceiling area
68671	HOWARD WEST - BUILDER	1041	\$803.00	3/09/2013	03/09/2013	Lot 191: repair laundry ceiling after water leak from roof, cut out damaged plasterboard, trim ceiling and install new plasterboard, set joints and repair cornice, sand and seal repairs ready for painting
33568	NCB PLUMBING PTY LTD	32019	\$779.90	16/10/2013	16/10/2013	Lot 191: leak in laundry ceiling
68671	HOWARD WEST - BUILDER	1045	\$781.00	24/10/2013	24/10/2013	Lot 191: repair laundry ceiling after water leak from roof, remove damaged plasterboard, trim ceiling and install new plasterboard, set joints and repair cornices, sand repair and prepare ready for painting, refix ceiling light
68671	HOWARD WEST - BUILDER	52948814	\$1,078.00	14/08/2014	14/08/2014	Lot 191: ceiling water leak
68671	HOWARD WEST - BUILDER	1144	\$572.00	23/10/2014	23/10/2014	Lot 191: water damage to ceiling
68671	HOWARD WEST - BUILDER	1154	\$781.00	24/03/2015	24/03/2015	Lot 191: water damage ceiling
33568	NCB PLUMBING PTY LTD	34032	\$887.70	7/04/2015	07/04/2015	Lot 191: water leak through kitchen ceiling bulkhead
33568	NCB PLUMBING PTY LTD	34352	\$867.90	23/06/2015	23/06/2015	Lot 191: Urgent Saturday water leak bathroom ceiling
68671	HOWARD WEST - BUILDER	1188	\$1,078.00	23/06/2015	23/06/2015	Lot 191: Repair ceiling to bathroom after plumbers repaired hot water leak, cut out damaged ceiling section, trim ceiling and install new plasterboard, set joints and repair damaged cornice, sand repairs and treat water stains ready for painting, Lot 192: Repair ceiling to kitchen after plumbers investigated leak to hot water lines from adjoining unit, patch ceiling and prepare ready for painting
		Total	\$10,896.60			

Garden beds status and waste of common funds for sub-standard repairs in amount above \$20,000,00 over three years

Garden beds have been a sore sight in this large strata complex for a long time.

Occasional repairs are undertaken, but with very short-living results.

Minutes of the EC meeting on 20th of February 2013 reported the following:

Garden bed walls. Steve, the new employee of the Building Manager, is to identify a section of garden bed wall that is showing significant signs of water penetration from the garden bed, scrape it back and paint it with a membrane based coating. This section of wall will then be monitored over a period of time to determine if the membrane coating has been successful in preventing water penetration / the leaching of salts & minerals etc. through the wall.

BCS and EC wrongly reported that they were repaired and repainted in 2013 at cost of \$5,170.00 (GST inclusive) as allegedly approved at EC meeting held on 28th of August 2013:

MOTION 7: To consider quotations for the re-painting of the central courtyard area.
The meeting reviewed quotations for the re-painting of the central courtyard area from Robertson's Painting and Decorating and Pierre Brush.
Resolved to approve the quotation from Pierre Brush, in the amount of \$5,170.00 including GST to re-paint the central courtyard area.

The real cost doubled and invoices paid to Pierre Brush were never disclosed to owners:

Cred. Code	Creditor Name	Doc. Ref. No.	Doc. Date	Doc. Total (GST inc.)	Chq. Date	Date Presented
37988	PIERRE BRUSH PAINTER	125/13	11/11/2013	\$5,500.00	19/11/2013	19/11/2013
37988	PIERRE BRUSH PAINTER	115/13	8/10/2013	\$5,170.00	16/10/2013	16/10/2013
			Total	\$10,670.00		

Not only that, but much more work was done since then by other service providers, including Howard West Builder.

The repairs of garden beds create continuous stream of income for some service providers. Here is an example of one of them:

Creditor Name	Doc. Date	Doc. Total (GST inc.)	Chq. Date	Comment
HOWARD WEST - BUILDER	26/08/2015	\$654.50	01/09/2015	Refix damaged speed hump to centre driveway of garage area, fix speed hump with galvanized fixings, supply and fit new custom made colourbond plates to damaged sections of garden walls throughout complex; drill and plug plates to garden walls, repair/adjust pedestrian fire door to rear ground floor of C Block
HOWARD WEST - BUILDER	19/05/2015	\$1,254.00	29/05/2015	Repair damaged garden walls throughout complex, supply and fit purpose built colourbond plates to walls as required, paint new plates to match, repair cement render to high rise garden wall adjacent C block entry, remove damaged render, supply and install one coat of waterproof render, finish render to affected area
HOWARD WEST - BUILDER	7/05/2014	\$1,353.00	21/05/2014	Common area: supply and fit colourbond capping to sections of garden walls, paint new sections to match, repair damaged aluminium handrail pickets adjacent to D block, refix pickets along entire section of railing, Block D: repair door and door frame of rear fire exit passage
HOWARD WEST - BUILDER	24/02/2014	\$753.50	05/03/2014	Lot 26: repair damaged cement render to sunroom walls, water leak under windows, Common area: measure up plates for garden walls
HOWARD WEST - BUILDER	24/02/2014	\$704.00	05/03/2014	Common area: repair retaining wall adjacent to garage entrance, supply and install new sleepers
HOWARD WEST - BUILDER	19/02/2014	\$951.50	04/03/2014	Lot 26: repair cracks to bedroom wall, repair cement render to sunroom column, Lot 98: repair leak to bedroom window, Lot 6: inspect cracks to kitchen and bath room wall tiles, Lot 112: inspect cracks to kitchen and bath room wall tiles, Lot 113: inspect cracks to kitchen and bath room wall tiles, Common area: repair leak to garden wall adjacent to pool area
HOWARD WEST - BUILDER	13/08/2013	\$831.60	21/08/2013	Common area: carry out repairs to garden walls, supply and fit folded colourbond panels to various cracks to garden walls, drill and fix new metal covers to brick walls adjacent to pool area and entry stairs
HOWARD WEST - BUILDER	7/12/2012	\$638.00	20/12/2012	Lot 41: repair cracks to walls and ceilings, remove damaged cement render to walls in living room, supply and install new render, repair cracks to control joints and walls in kitchen, hall and bedrooms, repair cracks to ceilings and cornices in living, dining, kitchen, hall, bedrooms and bathroom, Garden walls: supply and

				fit colourbond cappings to garden walls in main common areas over cracks/ control joints, paint new cappings
HOWARD WEST - BUILDER	12/09/2012	\$682.00	24/09/2012	Lot 167: repair cement render to sunroom wall, Block C: repair exit fire door at rear of building, refix broken hinges to steel door frame, Common area: repair damaged cement render to garden walls adjacent to entry stairs, supply and install new cement render

... Making the total costs of garden bed repairs in period of three years above to \$20,000.00.

Howard West Builder is using a unique substandard method by nailing metal plates on the front side of damaged garden beds without proper remediation work, leaving inner side of the bed exposed to water penetration, concrete cancer and movement as pictures show:





Much better and comprehensive quote by Robertson Painting was rejected based on false premise that Pierre Brush would be cheaper and better.

CERTIFICATE OF COMPLETION

Upon Completion, Robertson's will issue a Completion Certificate which sets out the colours used and our warranty period. We also offer a complimentary inspection 12 months from completion to ensure that all painting work covered under warranty is still at our high standard.

MAINTENANCE AND INSPECTION SERVICES AVAILABLE ON REQUEST

As a valued customer Robertson's has a maintenance programme to ensure longevity of our work due to daily wear and tear on painted surfaces.

This program includes at no cost:

- **1 complimentary touch up** - For graffiti during the first year after completion of the job.
- **1 year after completion** - Courtesy call.

Robertson's can also tailor to your needs and budget -

- Program for internal touch-up to maintain a freshly painted finish.
- Program for recoating of clear finished services.
- Program for exterior touch-up.

WARRANTY

- Robertson's Painting and Decorating has a 5 Year Warranty for all workmanship.
- **However, this warranty does not extend to:**

Water penetration - Masonry - (Generally caused by Membrane Failure in balcony floors or by planter boxes).
Timber Rot - (Unless treated and repaired as stated in quotation).
Blisters to Eaves from Water Damage - (Generally caused by roof leaks, gutters leaking or wrong roof pitch).

METHOD OF PREPARATION FOR EXTERIOR

- Protect all pre-finished areas with drop sheets and masking tape.
- Shrubs etc obstructing areas to be painted will be trimmed and protected.
- Carry out works with minimum disturbance
- Adhere to Occupational, Health and Safety and Waste Management guidelines as set out by Regulation.
- Provide sample colour at clients request.
- Supply ladders, scaffolding and machinery where necessary.
- Supply portable amenities where required.
- Adhere to manufacturers recommendation for coating thickness.
- Site visits by Project Manager.

PREPARATION AND PAINTING PROCEDURES

EXTERIOR - CONCRETE SLAB EDGING / CEMENT RENDER / FIBRE CEMENT SHEETING

- Remove existing bubbling and peeling.
- Wash down to remove grime and mould where necessary.
- Fill all joins with flexible sealant. Fill and sand where necessary.
- Apply rust convertor where necessary to structural steel.
- Apply oxalic acid to any areas suspected of lime leaching.
- Touch up repairs with a premium water tight primer.
- Finish with two coats of Low Sheen Dulux Weathershield or equivalent.

Thank you for the opportunity to quote for the painting of:

1-15 Fontenoy Rd MACQUARIE PARK NSW 2113

Please find attached the following specification and quotation as requested

- Exterior centre courtyard garden area only - previously painted rendered surfaces to planters/retainers and car park low-rise ventilation structures to this area only. (Excludes - rear stair area, behind tennis courts, common room structure, car parking areas and driveway entry).
Thoroughly prepare surfaces by scraping loose and bubbling paint, patch render where required with acrylic render, colour match existing and finish in 2 x coats Dulux Weathershield Exterior Low Sheen.

Price includes materials, labour, minor repairs and relevant insurances.
Refer to exterior specifications page for surface preparation and coating details.

Total Price **\$12,000.00 + GST**

Comments: Price valid until 1st February, 2014.
Warranty does not apply to surfaces with pre-existing water penetration.

Application of water sealer/membrane to exterior side of retainers/planters will not inhibit water ingress. Application needs to be made on the garden/dirt side of the wall.

Should you have any questions please do not hesitate to contact me on 0410 499 981.
I hope this quotation meets with your approval and I look forward to your reply.

Had original quote and professional approach by Robertson painting been accepted, not only we would have saved money, but the garden beds would have long-term maintenance-free status.

Photos of garden beds taken on 29th of June 2015 show shameful status.

... and in October 2015.

Even a single photo of a building taken on 29th of June 2015 tell a story of neglect:



What has BCS done in regards to one-week fault with telephone lines and poor repairs by Telstra in May-June 2015?

Now that it is well-known the NBN was removed from schedule for our street, good status of phone lines and ADSL is of utmost importance. Did BCS log a complaint with Telecommunications Ombudsman?

What is the EC and BCS doing about organising extra lines into the complex (as originally asked by close to 10% of owners).

Details of how badly Telstra dealt with the problem are given here:

<http://www.nswstratasleuth.id.au/BCS-Strata-Management-Refused-to-Report-Telstra-Major-Fault-Affecting-Whole-Complex-May2015.pdf>

An owner initiated case 2015/07/02854 with Telecommunications Industry Ombudsman (TIO). The case was referred to iiNet, service provider to number of owners in then complex. In response to TIO, iiNet concluded that Telstra was not forthcoming in investigating the ongoing faults and that they failed in their duty to provide reliable phone and ADSL services. iiNet decided to raise wholesale complaint against Telstra.

9th July 2015 Telstra contractor carried out site inspection for the installation of the NBN. Contractor instructed that work would commence in approximately 3 months.

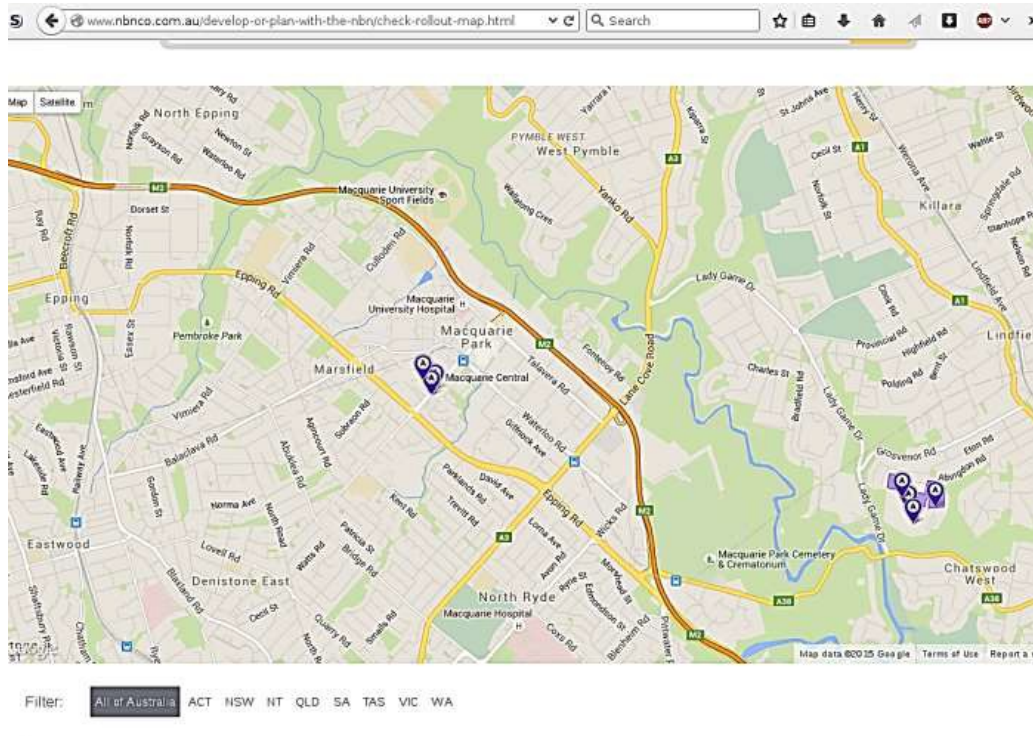
In the meantime, based on pressure by the TIO and owner's complaint, Telstra silently sent technician, as listed by maintenance staff in their monthly report:

However, that information is dubious because normal NBN schedule does not show any pending installations in this street:

The screenshot shows a web browser window with the URL www.nbnco.com.au/connect-home-or-business/check-your-address/outside-r. The page content includes a message: "The rollout of the nbn™ network has not started yet in this location." Below this is a registration prompt: "Register with us and we'll be in touch when you're able to connect to the nbn™ network." and a yellow button labeled "REGISTER TO BE NOTIFIED". To the right is a map showing the location at 1 Fontenoy Road, Macquarie Park NSW 2113. The map includes a legend with the following items:

- Service available
- Build commenced
- Fixed line
- Fixed wireless
- Build preparation
- Other fibre provider
- Fixed line
- Fixed line

This is even more obvious, because as of 1st of September 2015, NBN does not list the area in any plans for roll-out:



Whether the rollout of NBN in Fontenoy Road proceeds soon is unknown. NBN itself announced the harsh and costly reality of building the world's first government-owned national broadband network hitting with a \$15 billion extra costs in August 2015. That figure is the potential blowout in the costs of the NBN since the strategic plan released in December 2013. The new peaking funding cost of the NBN released on Monday by chief executive Bill Morrow was between \$46 billion to \$56 billion. That compares to the peak funding cost estimate in the strategic plan of \$41 billion.

Status of illegal ISP BigAir (old WHome) service running in the complex without benefits to owners corporation and failing to comply with the contract for 10 years

31 January 2014

Attention: Mr Stephen Bull
BigAir Group Limited
Level 1, 59 Buckingham Street
Surry Hills NSW 2010

WITHOUT PREJUDICE SAVE AS TO COSTS

URGENT

Also by Email: facilities@bigair.net.au

Dear Sir

**THE OWNERS - STRATA PLAN NO 52948
TELECOMMUNICATIONS INSTALLATION
1-15 FONTENOY RD, MACQUARIE PARK 2113**
Our Ref: 131862

Partners:
Colin Grace
Daniel Radman
James Nickless
Ian McKnight
Peter Ton

We refer to your correspondence dated 15 January 2014.

New South Wales
Level 5, 287 Elizabeth Street
Sydney NSW 2000
PO Box 20727
World Square NSW 2002
DX 11508 Sydney Downtown

With respect, it is our client's opinion that the offer which has been proposed is grossly inadequate and has no regard to interest.

PH 02 9284 2700
FX 02 9284 2799

In our letters dated 15 November 2013 and 13 December 2013 respectively, we informed you that the Owners Corporation has accepted your company's repudiation and terminated the contract.

You are required, therefore, to remove all your equipment and reinstate our client's property to its original condition to its reasonable satisfaction within seven (7) business days of the date of this letter.

Queensland
Level 18, 333 Ann Street
Brisbane QLD 4000
PH 07 3232 1119
FX 07 3232 1200

In addition, the Owners Corporation will not be entertaining any further negotiations with BigAir. In this regard, from a review of your alleged revenue, it is noted that there will be no or minimum loss to BigAir.

Victoria
Level 22, HWT Tower, 40 City Road
Southbank VIC 3006

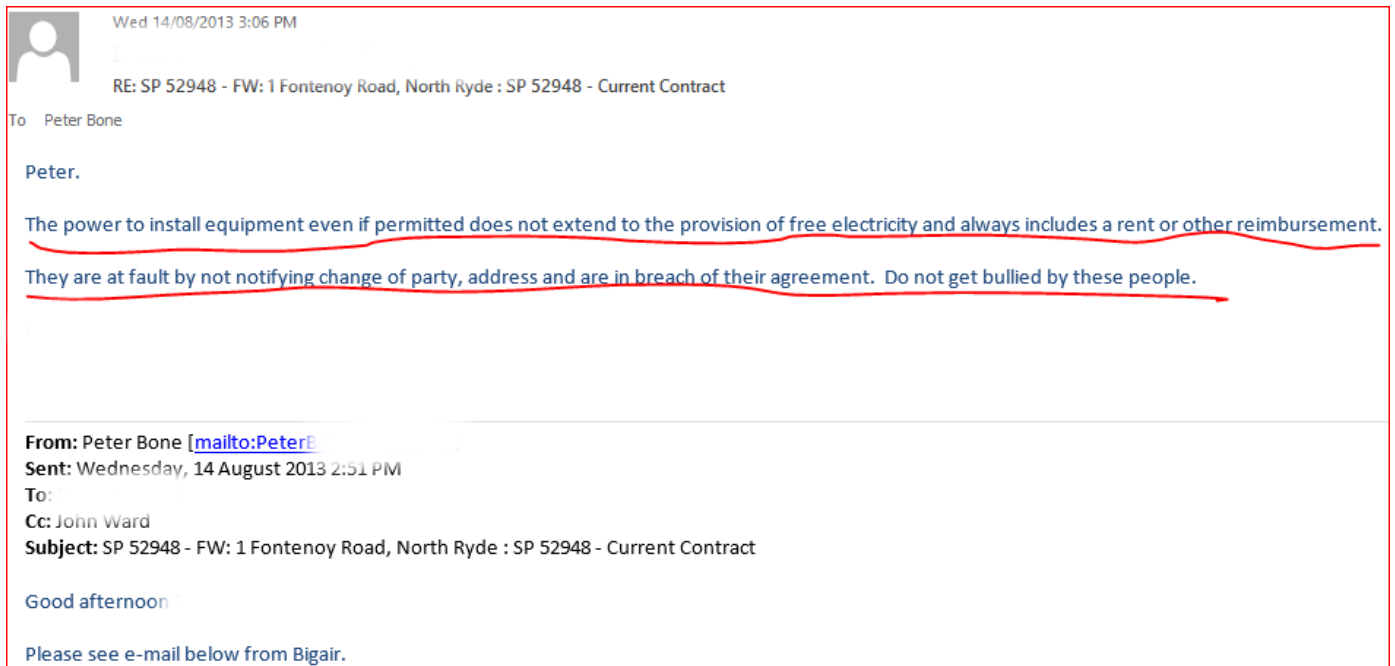
If the equipment is not removed by close of business on 4 February 2014, the Owners Corporation may commence action against you without any further notice to you.

PH 03 9674 0474
FX 03 9674 0400

Please kindly confirm once the equipment has been removed.

EM enquiries@gracelawyers.com.au

In one of his emails to Strata Manager Mr. Peter Bone, committee member admitted that reimbursements were unavoidable by BigAir:



Provide details of report to Telecommunications Ombudsman, as per minutes of EC meeting held in March 2015.

Status of illegal and unauthorized use of public land for car space towards M2 and expense of \$4,136.00 for unnecessary gates that serve hidden purpose

It all started through covert plan to acquire public land towards M2 Motorway in 2011, which the Executive Committee and BCS Strata Management tried to push without general meeting by using illegally-approved Special By-Law:

Special By-Law 8

The Executive Committee of the Owners Corporation are hereby granted the power and authority to approve the acquisition of additional Common Property and the appropriate expenditure from the Sinking Fund providing that the amount of such expenditure shall not exceed 10% of the Sinking Fund balance at that time.

City of Ryde rejected the request for acquisition of public property because it was registered as recreational land, as confirmed in minutes of EC meeting held on 20th of July 2011:

ITEM 12:

Report on use of additional land for car parking.

Recent verbal advice from Ryde Council is that the area under consideration is designated as an "Area of public recreation". However, the land can only be accessed through land belonging to the Owners Corporation. Further inquiries are proceeding with council. No expenditure has been incurred to date in regards to this matter.

As a side note, all General Meetings in last 15 years are illegal due to lack of quorum and other non-compliances with SSMA 1996:

<http://www.nswstratasleuth.id.au/BCS-Strata-Management-Course-101-Lesson-8-How-To-Run-General-Meetings-without-Quorum-for-14-years.pdf>

This decision to install new gate towards M2 was solely made by two people, who knew very well the consequences of this one-sided action:

In discussion with [redacted] it has been noted that there is insufficient car spaces around the complex to support the amount of cars owned by Owners / Tenants. It was decided that the gates be opened – Car wash M2 area to allow cars to park there.

EC meeting held on 27th of November 2013, without obtaining alternative quotes, and without even presenting this proposal at a general meeting a month earlier, allegedly “approved” the following motion with main goal to allow maintenance staff to maintain strip of public land:

MOTION 10: To consider the replacement of the temporary gate in the fence to the area adjoining the M2 sound barrier with a permanent gate to facilitate access for mowing etc.

A quotation from H & F West, in the amount of \$3,760.00 plus GST, to supply and install a new powder coated steel gate and posts, adjacent to the car wash bay, was tabled.

Resolved to approve the quotation from H & F West, in the amount of \$3,760.00 plus GST, to supply and install a new powder coated steel gate and posts, adjacent to the car wash bay with the cost being funded from the Sinking Fund.

In early 2014, the new gate was silently installed:

TAX INVOICE	
T/as / H&F West ABN / 30 413 213 905	20 January 2014
INVOICE NUMBER / 1083	
TO / OWNERS OF SP 52948 MACQUARIE GDNS, 1- 15 FONTENOY RD, NTH RYDE	
C / RAINE AND HORNE STRATA	
ATTENTION / PETER BONE	
Supply and install new powder coated gates adjacent to car wash bay as approved by Executive Committee	
* Remove existing gate and fence section	
* Install new gates, concreted into ground, similar style to existing	
* Remove rubbish on completion	
Total cost for labour and materials	\$ 3760.00
10 % GST	\$ 376.00
TOTAL COST THIS QUOTATION INCLUDING GST	\$ 4136.00

Since April 2015, the gates have been opened permanently, without being monitored, or owners told about it.

Ryde Council was notified by a concerned owner and they were appalled that nobody had asked them for permission. In addition, they visited the site and in email confirmed that they would take action.

Reasons why the use of public land was not appropriate was emailed to maintenance staff and City of Ryde, who surely shared it with the EC members and BCS Strata Management. City of Ryde responded with investigation about it.

BEGIN QUOTE

Back in October 2014 I complained about serious Fire Safety issues in the complex at Macquarie Park. Since then, strata manager (BCS Strata Management) and the Executive Committee silently spent over \$25,000.00 on fixing the problems. That is good for everybody's sake. I also note that your representative visited the buildings recently.

There are number of other OH&S issues in the complex, but that is another story. I have two more problems to report that concern me and other owners:

As of April 2015, the gate between M2 land strip and the complex was opened under alleged wish to help owners obtain access to extra car spaces.

In 2011, without any consultation with owners corporation or real needs, strata manager and the EC attempted to purchase the land between our complex and M2 motorway.

The response from your Council was correct (see attachment).

All of a sudden, the gate between the complex and that strip of land is kept opened 24 hours day.

At this stage, this decision was solely made by the single committee member and maintenance staff, without any consultation with owners corporation. There are so many more important issues in the complex...

Nobody in the complex is even aware of this car park. And here are the concerns:

- 1** *Did City of Ryde approve such usage of public land to SP52948 at Fontenoy Road recently?*
- 2** *Because there is only one gate (wide enough for a single car only) means of ingress and egress and means of movement provided or to be provided within this "car park" are certainly not satisfactory without additional costs (our complex has some huge projects PENDING to resolve roof leakage problems, elevator upgrades and building painting and we do not have enough money for them).*

In case of accidents, who will be guilty? Will Ryde Council take responsibility for issues on public property?

- 3** *This gate is currently not monitored or managed at any time.*

There are no security cameras, and the "backdoor" increases risk of intruder attacks. The lighting in the evening is insufficient (as my photos show).

- 4** *Since there is already plenty of free space to park cars along the Fontenoy Road, why would owners abuse public property for little benefit.*
- 5** *Internal design of parking facilities and system of traffic management are satisfactory within the complex. Owners bought their properties with clear understanding how many car spaces they get in their own garages.*
- 6** *The strip of land for proposed "car park" does not have adequate provision for the management of storm water and the minimization of stormwater pollution.*
- 7** *Who and how will manage the maximum number of cars to be accommodated in this public space?*
- 8** *The complex has more than 26,000 square meters of land and there are other possibilities to add extra car spaces if deemed so necessary.*

9 *Parking cars in public land in the strip between M2 and the complex diminishes privacy of owners in the buildings because they would be exposed to additional unrestricted viewing. None of the owners would like it.*

10 *There is nothing to stop any other driver to drive through the complex and use this property.*

In March 2015 and May 2015, large branches fell on public land in Fontenoy Road:

<http://www.nswstratasleuth.id.au/Macquarie-Gardens-photos/gallery/index.php?/category/9>

<http://www.nswstratasleuth.id.au/Macquarie-Gardens-photos/gallery/index.php?/category/13>

In both cases, pedestrians and cars pass along this road all the time. It is a miracle that nobody got injured.

My question: who will be guilty if somebody gets hurt or even more serious incident happens. Number of trees in the complex require good pruning or replacement, but the actions are slow.

In the 2004 case of BCS Strata Management vs Robinson (another strata complex), the strata manager attempted to defend their actions by claiming protection under indemnity. The facts of the case are as follows:

*Mrs. Robinson had injured herself in a lift,
The floor of the lift did not settle level with the floor of the building. It dropped down some 18cm, When Mrs. Robinson stepped into the lift, she fell and injured her leg,
Mrs. Robinson sued the Owners Corporation and BCS Strata Management,
Mrs. Robinson won her case in the lower court and it was appealed in the Supreme Court, Mrs. Robinson claimed that the Owners Corporation and the Strata Manager had breached their duty under section 62 of the Strata Schemes Management Act 1996,
The Owners Corporation and BCS cross claimed against each other. One of the claims by BCS was that they were indemnified under their managing agent's agreement.*

<http://www.nswstratasleuth.id.au/BCS-Strata-Management-v-Robinson-NSW-Court-of-Appeal-2004.pdf>

END QUOTE

A few photos of the illegal usage of public land and unmonitored backyard gate at night:







Trailer W-46462 belongs to owner of Lot 167, who is also mentioned in regards to levies due to be paid for gas heating connection (as per Special By-Law 13). Here is the same trailer parked in own garage:



Inequitable water and gas reimbursements to selective townhouse owners continue to be applied against Special By-Law in 2015

... even though it was orchestrated by BCS and EC members after 14 years without any approval at general meeting or disclosure in accounting figures.

Committee member actively failed to inform owners corporation for his own reimbursements and applied them at will. Here is one of them from March 2012:

Townhouse No:	_____		
Owners Name:	_____		
Postal Address:	1 FONTENOY ROAD MACQUARIE PARK NSW 2113		
Amount Claimed:	Gas	\$ 151.26	CAS
AUG 11 - NOV 2011	79.91		JUNE 2011 - SEPT 2011 52.82
NOV 2011 - FEB 2012	86.22		SEPT 2011 - NOV 2011 49.03
	Water	\$ 166.13	DEC 2011 - FEB 2011 49.41
	166.13 Total	\$ 317.39	151.26
Date	9/3/2012	Signature	_____


For FY 2015 (incomplete financial year), here is the current status, assuming that BCS is not hiding some invoices, which would not be surprising. Again, only 16 out of 26 owners claimed expenses in a very uneven manner, with some claiming excessive usage and for periods going as far as three years ago. This is direct non-compliance with Special By-Law 13:

Lot 198	\$1,823.09
Lot 217	\$1,003.26
Lot 194	\$1,108.84
Lot 205	\$868.29
Lot 197	\$862.40
Lot 206	\$838.52
Lot 204	\$749.86
Lot 199	\$736.31
Lot 209	\$704.44
Lot 202	\$697.04
Lot 200	\$624.04
Lot 201	\$445.25
Lot 196	\$422.84
Lot 215	\$401.03
Lot 210	\$369.27
Lot 213	\$218.65
Lot 203	\$206.09

More details at:

<http://www.nswstratasleuth.id.au/BCS-Strata-Management-Illegal-and-Inequitable-Gas-and-Water- Reimbursements-for-Townhouses-continue-in-2015.pdf>

In addition, who approved that gas reimbursement for specific owner get incorrectly logged as electricity costs in June 2015? What kind of accounting is this?

Plan:	NSW 52948	1-15 FONTENOY ROAD MACQUARIE P									
Creditor Code:	70678	SUN MIN HWANG									
Document Ref.:	52948615	Document Total: 195.07									
Invoice Document:											
Disstn	Amount	Exp. Code	Expense Description	Raised By	Date Raised	Qty	Fund	Ind	Batch	Seq	Batch Date
	90.17	255	REIMBURSE-ELECT 24/2 TO 21/5	Manual	14/06/2015	0	A		13		16/06/2015
	104.90	275	WATER- 17/2 TO 7/5/15	Manual	14/06/2015	0	A		13		16/06/2015

In spite of numerous attempts by the owner to enforce equal rights for all owners, BCS Strata Management refuses to act in accordance with the laws of NSW and even avoids organising audit if and how many townhouse owners have gas heating connections in their lots.

Proper levies as per Special By-Law 12 to apply to long-serving member of the EC Mr. Stan Pogorelsky who has gas heating connection since 1999, as confirmed in minutes of EC meeting at the time

Owner's email to EC members and BCS was unanswered on 8th of June 2015. The message had title: REQUEST For Proof of Second Gas Connection Payments of Levies for Previous Years by Stan Pogorelsky Financials show that he paid levies only for few years since 1999.

As per Special By-Law 12 registered in rush in May 2013, it is only fair that every owner is treated equally, so Mr. Stan Pogorelsky MUST reimburse owners corporation for the past years (only a few years he paid for).

(B) GAS HEATING - UNIT 181

Application was examined for the owner to install a gas heater within the unit.

Such installation will incur additional costs on the Owners Corporation for the increased gas usage.

Enquiries are to be made with AGL in connection with the capacity of the existing system/pipework to enable a number of residents to install gas heaters and also options available regarding the metering of such usage.

A suggestion made which requires further discussion is that a once a year charge be levied on unit owners who install gas heaters to cover extra costs incurred by the Strata Scheme.

A similar application has been received from the owner of unit 62.

Evidence that all owners are treated equally to be provided if EC and BCS Strata Management wants to claim credibility for their actions.

It is also requested that, as per Special By-Law 13, if owners of Lots 88 and 167 installed gas heating connection, that the retrospective charges be applied in accordance with "approved" levies, not the one listed in minutes of EC meeting held on 28th of August 2013:

MOTION 5: To consider a request from the owners of unit 167 to install a gas outlet in the lounge room of that unit for gas heating purposes.
Resolved that the request from the owners of unit 167 to install a gas outlet be approved subject to the standard terms and conditions.
The meeting further noted that the additional levy to be charged to unit owners with an additional gas outlet is \$55.00 per annum.

.. and letter sent to owner of Lot 88 on 19th of September 2013:

**RE: STRATA SCHEME NO. 52948 – 1-15 FONTENOY ROAD, NORTH RYDE
GAS CONNECTION IN UNIT 88**

We are the Strata Managers of the above complex.

Further to our letter of 6th March 2013 (copy enclosed) granting Owners Corporation approval to install a single gas outlet within your unit for gas heating purposes.

Our office has now been instructed by the Executive Committee to advise you that the annual cost payable to the Owners Corporation for the supply of gas to additional gas outlet will be \$55.00.

This was a unilateral decision made at EC meeting on 27th of November 2013, one month after the AGM (it is common practice by the current EC and BCS Strata Management to make decisions without involving owners corporation at general meetings):

MOTION 7: To consider gas charges for heaters attached to common gas supply.

The EC reviewed a cost index – gas appliance guide prepared by AGL and noted the following estimated annual costs (at least a year ago) for various gas appliances:

Portable Heater – Large	\$286.08 per annum
Portable Heater – Medium	\$171.65 per annum

The EC also discussed how best to establish which units have installed a gas outlet for heating purposes, and **resolved** that 'self-declaration' be the initial preferred method.


Resolved that, in line with the Special By-Law approved at the Annual General Meeting (AGM) held on 17th October 2012, each Lot with a gas outlet installed for heating purposes, be levied the amount of \$50.00 plus GST per quarter for gas usage. A letter requesting declaration of use of gas heaters has to be sent to all owners, text to be agreed by EC.

The charges of \$220.00 per annum, in accordance to Special By-law 13, are to be applied retrospectively (illegal by all means, but in this complex illegal issues become legal easily!). Here is what committee member replied to Strata Manager Mr. Peter Bone who was worried about Lot 88 complaining about gas heating connection charges on 28th of March 2013:

Thu 28/03/2013 2:46 PM

RE: SP 52948 - Unit 88

To Peter Bone
Cc John Ward

 You forwarded this message on 28/03/2013 3:32 PM.

Peter,

You have to manage this – the EC meets on policy and will happily determine pricing as soon as it has some information. The EC did not even know about her heater till you contacted me. She is welcome to attend the next EC meeting but she is in the same boat as every other owner who installs a heater. The charge will be set reasonably but in the absence of a separate meter it is an arbitrary figure that needs some work to determine. She would be a lot more upset if there was no By-law allowing the connection in the first place.

I am at a clients' office in Melbourne and cannot deal with this at present.

Proof of how these levies were applied in some of the previous years:

23/10/2009	Receipt: 495	Lot 147: Lot 147: Gas usage	55.00
26/10/2009	Receipt: 501	Lot 181: Lot 181: Gas usage	55.00
26/10/2009	Receipt: 505	Lot 119: Lot 119: garage card	50.00
26/10/2009	Receipt: 505	Lot 119: Lot 119:	22.00
28/10/2009	Receipt: 340	Lot 20: Lot 20: Interest on opening balance arrear	-2.53
28/10/2009	Receipt: 522	Lot 20: Lot 20: Interest on opening balance arrear	2.53
28/10/2009	Receipt: 522	Lot 20: Lot 20: Interest on opening balance arrear	
28/10/2009	Receipt: 340	Lot 20: Lot 20: Interest on opening balance arrear	
28/10/2009	Receipt: 525	Lot 192: Lot 192: Gas usage	55.00
29/10/2009	Receipt: 542	Lot 102: Lot 102: Gas usage	55.00
31/10/2009	Receipt: 582	Lot 140: Lot 140: Remote control	100.00
2/11/2009	Receipt: 626	Lot 70: Lot 70: Cost to replace safety switch	295.00
2/11/2009	Receipt: 590	Lot 62: Lot 62: Gas usage	55.00

This was seemingly the only levy charged in FY 2010 (at least according to full financial accounting by BCS Strata Management):

28/09/2010	Receipt: 1426	Lot 62: Lot 62: Gas Usage for the period 1/9/10-31	55.00
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Exterior of building painting of Block B not started yet

...after roof membrane in Block B was repaired with limited warranty of only five years (not as committee members wrongly claimed 15 years at EC meeting in March 2015), did not start yet. The delay affects the visual and structural quality of the building and directly affects the value of properties and future expenses required for remediation works.

This was reported in minutes of EC meeting held on 10th of September 2014. Owners corporation was not informed about multiple quotes (none of them made available even when requested through SSMA 1996 S108):

MOTION 7: Resolved that urgent repairs should be instructed for the affected half-room of Tower B, causing the leak into Unit 47. Kintyre Roofing's quote to apply the torch-on membrane was nominated as the preferred solution. The committee allocated \$60,000 to carry out this work. This is the oldest tower and other roofs will be allowed for in the revision of the long term sinking fund plan. Multiple quotes received indicate that this is the most cost effective solution noting that a 15 year guarantee will be provided.

Even in the agenda for the AGM on 26th of November 2014, owners corporation received no proofs of alternative quotes and conditions:

MOTION 15: That the Owners Corporation accept the quotation (copy attached) for a torch-on membrane from Kintyre Roofing in the amount of \$53,960 plus GST and ratify the EC decision recorded in the EC minutes of 11 Sept 2014 to apply this approach to other tower roofs as required. – Carried.

As evidence shows, there was no guarantee of 15 years and it will never be provided due to long-term neglect of the roof area not only in Block B, but other blocks as well:

Kintyre Building Services Pty Ltd

A.B.N. 65 062 739 039 Licence No: 79326C

Level 1, 15 Mobbs Lane
Carlingford, NSW 2118

Ph: 9868 7919 Fax: 9868 6903 Email: admin@kintyre.net.au

Tax Invoice

Invoice #: 00036682
Date: 27/02/2015

INVOICE TO:

The Owners-STRATA PLAN
C/- Russell Young
BCS Epping
Locked Bag 22
Haymarket NSW 1238

JOB ADDRESS:

The Owners-STRATA PLAN
North Ryde NSW 2113

Amount

Supplied and installed permanent anchor points to allow for static line harness access to roof perimeter

Hi-pressure cleaned the dirt and grime build-up from the concrete substrate

Supplied and installed one coat of primer to the concrete substrate

Supplied and installed a new 40mm hob around the perimeter of the concrete substrate

Supplied and installed a 2 x layer torch on membrane to entire concrete substrate consisting of roll base and mineral top

Supplied and installed new Colorbond perimeter capping to provide external finish

This quotation includes an allowance to hoist all materials to the roof externally and removal of all job spoils from site on completion

PLEASE NOTE - The torch on membrane comes with a 15 year material warranty. In discussions with the manufacturers they have advised that a liquid membrane applied to this roof would come with a 5 year material warranty due

\$59,356.00

to excessive cracking and water ponding on the existing concrete substrate.

Why, when the complex status is worse than ever before? Doing one building at a time allows for funds to be recuperated in a timely manner through levy collections.

Reminder for forgetful owners and EC members, as listed in EC minutes for meeting held on 12th of February 2014:

MOTION 6: To review and amend the scope of works for external painting.

Resolved that the Strata Manager obtain a quotation for the external painting of the complex showing a separate price for each of the following:

- Each of the four tower's
- The town houses
- Ground level external walls (garden beds, pool room, etc.)

This initial quotation is to be used to for the purpose of preparing a program / time table for the completion of this work. The scope of works prepared by Dulux was considered appropriate to use as the basis for an initial submission.

It is anticipated that summary of proposals for this work will be presented to the Annual General Meeting in October 2014.

Photos taken in last several months show the appalling status.

But that is only small part of large expenses looming for the owners. Six professional reports (undisclosed to owners) costing more than \$16,000.00 in last three years show serious needs for repairs.

Seven months after the quote for repairs of roof in Block D on 4th of March 2015, nothing was done:

<h2>Kintyre Building Services Pty Ltd</h2> <p>A.B.N. 65 062 739 039 Licence No: 79326C</p> <p>Level 1, 15 Mobbs Lane Carlingford, NSW 2118 Phone: 9868 7919 Fax: 9868 6903 Email: admin@kintyre.net.au</p>		<div style="background-color: yellow; border: 1px solid black; padding: 2px;">QUOTATION</div> <p>Quotation No: 00039042 Quotation Date: 4/03/2015 Valid Until:</p>
<p>INVOICE TO:</p> <p>The Owners-STRATA PLAN 52948 C/- Russell Young BCS Epping Locked Bag 22 Haymarket NSW 1238</p>	<p>JOB ADDRESS:</p> <p>The Owners-STRATA PLAN 52948 1-15 Fontenoy Road North Ryde NSW 2113</p>	
<p><u>BLOCK D (U 98-145):</u> Following our on-site meeting with Bruce and our subsequent inspection of the Northern membrane roof, we provide the following recommendation.</p> <p>Supply and install permanent anchor points to allow for static line harness access to roof perimeter Hi-pressure clean the dirt and grime build-up from the concrete substrate Supply and install one coat of primer to the concrete substrate Supply and install a 2 x layer torch on membrane to entire concrete substrate consisting of roll base and mineral top Supply and install new Colorbond perimeter capping to provide external finish This quotation includes an allowance to hoist all materials to the roof externally and removal of all job spoils from site on completion THE ATTACHED QUOTATION PRICE IS PER HALF OF TOWER BUILDING PLEASE NOTE - The torch on membrane comes with a 15 year material warranty. In discussions with the manufacturers they have advised that a liquid membrane applied to this roof would come with a 5 year material warranty due to excessive cracking and water ponding on the existing concrete substrate</p>		
		<div style="border: 1px solid red; border-radius: 50%; padding: 10px; width: fit-content; margin: auto;">\$59,356.00</div>

... until a new, much higher quote (without proof of competitive tender, or formal approval of the Executive Committee who had only one meeting throughout FY 2015) was "accepted" without notifying owners:

 <h2>TAX INVOICE</h2> <p>Invoice #: 42081 Date: 7/9/2015</p>											
<p>A.B.N 65 062 739 039 Licence No: 79326C</p> <p>Level 1, 15 Mobbs Lane Carlingford, NSW 2118 P: 02 9868 7919 F: 02 9868 6903 E: admin@kintyre.net.au</p>											
<p>INVOICE TO</p> <p>Bruce Copland The Owners-STRATA PLAN 52948 C/- Gary Mills BCS Epping Locked Bag 22 Haymarket NSW 1238</p>	<p>JOB ADDRESS</p> <p>The Owners-STRATA PLAN 52948 1-15 Fontenoy Road North Ryde NSW 2113</p>										
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="background-color: black; color: white;">Description</th> <th style="background-color: black; color: white;">Amount</th> </tr> </thead> <tbody> <tr> <td>PROGRESS PAYMENT CLAIM #1</td> <td style="text-align: right;">39,740.00</td> </tr> <tr> <td>Materials delivered to site as per our quotation # 41715 - Works re Membrane Roof Block D.</td> <td></td> </tr> <tr> <td>Quotation (including gst) \$109,285.00 @ 40%</td> <td></td> </tr> <tr> <td>Balance remaining (including gst) \$65,571.00</td> <td></td> </tr> </tbody> </table>		Description	Amount	PROGRESS PAYMENT CLAIM #1	39,740.00	Materials delivered to site as per our quotation # 41715 - Works re Membrane Roof Block D.		Quotation (including gst) \$109,285.00 @ 40%		Balance remaining (including gst) \$65,571.00	
Description	Amount										
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Quotation (including gst) \$109,285.00 @ 40%											
Balance remaining (including gst) \$65,571.00											

Provide full disclosure of who approved and why was it hidden in all financial reports at AGM 2014 that owners corporation took cash advance of above \$20,000.00 from PICA (parent company of BCS) in August/September 2014, and paid back six months later

How much did such secretive deal influence the win of strata management contract? That is especially dodgy because BCS and EC members refused to provide alleged tenders for strata management contract, in spite of paid SSMA 1996 S108. It even seems that SP52948 is even running of money in the Admin Fund to cover the reoccurring expenses:

In August 2014, owners corporation took an undisclosed cash advance from PICA (parent company of BCS Strata Management).

STRATA PLAN 52948 – Macquarie Gardens	Invoice No: 948
	Date: <u>22/09/2014</u>
	Debtor Id: <u>SP52948</u>
	Page 1 of 1

Description	Exclusive GST	GST	Amount
REPAYMENT FOR CASH ADVANCE TO PICA FOR SP52948 – 21/08/14	\$18,859.55	\$1,885.95	\$20,745.50
<i>Total Amount Due:</i>	\$18,859.55	\$1,885.95	\$20,745.50

This invoice was paid with SIX MONTH DELAY, and undisclosed to owners corporation at AGM 2014 on 26th of November or at any time since then:

Cred. Code	Creditor Name	Doc. Ref. No.	Doc. Date	Doc. Total	Chq. Date	Mtd.	Cnl. Chq.	Date Presented	Invoice
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The EC and Strata Manager are silent about this borrowing. Was there any interest paid on it? If so, who approved it and how much? Was the money taken out of Sinking Fund because the Admin Fund was completely exhausted due to many-years of neglected planning? If so, SSMA 1996 Section 71 must apply:

71 What money can be paid out of the sinking fund?

- 1 An owners corporation must not pay any money from its sinking fund except for the purpose of:
 - 1.a payments of the kind for which estimates have been made under section 75 (2), or
 - 1.b payments made in accordance with this Division on a distribution of a surplus in the fund.
- 2 However, an owners corporation may disburse money by transfer from its sinking fund to its administrative fund or by meeting from its sinking fund expenditure that should have been met from its administrative fund if the owners corporation complies with subsection (3).
- 3 The owners corporation must, not later than 3 months after the disbursement, make a determination under section 76 (1) of an amount sufficient to recoup the amount of the disbursement.

<http://www.nswstratasleuth.id.au/BCS-Strata-Management-Course-101-Lesson-23-Poor-Planning- Funds-and-Cash-Hidden-Cash-Advance.pdf>

It is also clear that Strata Community Australia protects BCS because its Chairperson is actually CEO of PICA. Find more details here:

<http://www.nswstratasleuth.id.au/BCS-Strata-Management-Protected-by-Strata-Community- Australia-NSW.pdf>

Roof membranes on Block A and C not repaired yet

Some patchwork was done on repairs of various units (water leaks and wall rendering) and roofs.

That is, however, far away from proper remediation work. Roof membranes on Block A and D have not been done or even started yet. Who is responsible for these extensive delays?

Who is delaying proper maintenance of common property and with what rights?

Why are false warranties and misinformation so regular in the complex:

<http://www.nswstratasleuth.id.au/BCS-Strata-Management-Course-101-Lesson-18-False-Warranties-and-Lack-of-Maintenance.pdf>

By delaying room membrane repairs, the EC and BCS Strata Management effectively delay overdue painting of the buildings and incur higher costs to owners corporation due to long-term neglect.

Full repairs of ongoing problems in Lots 49, 103, 146, 150, 151 not completed as per Integrated Consultancy Group report

Provide full report to owners as reported in the minutes of EC meeting held on 10th of September 2014.

Problems relating to recurrent repairs to dampness in lower units in Units 49, 103, 146, 151, and 181:

The Scheme will appoint a building consultant to investigate and report to the Executive Committee on works which should be undertaken.

Provide details of full repairs including costs, with proofs of professional engineering assessments that the remediation work (if any) was carried out in period between the EC meeting in March 2015 and the next EC meeting is of acceptable standard with long-term warranties. Personal beliefs and comments by EC members are not valid, due to lack of engineering skills.

Six building reports were commissioned in period 2010 to 2014. None of them were provided in full detail to any ordinary owner in the complex of 218 lots:

- Napier & Blakeley in July 2012. Total cost of the report (GST inclusive) was \$12,144.00. They warned about roof status and many other problems in the complex. This report was hidden from CTTT and Department of Fair Trading through efforts by Solicitor Adrian Mueller, the Executive Committee, and BCS Strata Management. Undisclosed to owners.
- Murdocca & Associates report on Block D internal cracking in April 2010. Total cost of the report (GST inclusive) was \$792.00. Undisclosed to owners.
- ThyssenKrupp Elevators report on elevators in December 2013. Undisclosed to owners.
- Vertical Transport Management Services report on elevators in February 2014. Total cost of the report (GST inclusive) was \$1,430.00. Undisclosed to owners.
- Building roof water penetration testing in mid-2014. Undisclosed to owners.
- Integrated Consultancy Group on 4th of November 2014. Total cost of the report (GST inclusive) was \$1,815.00. Full details undisclosed to owners.

Integrated Consultancy Group report highlighted serious problems in various lots, including concrete cancer. Here are some of their findings, undisclosed to owners:

Units 49, 103, 146, 150 & 151

Evidence of moisture entry in the form of staining and or light damage to the painted wall finishes and raised moisture meter readings were evident to the base of the walls which back on to the perimeter wall of the ground floor unit.

Moisture was also noted to the perimeter hobs forming the base wall of the sunken enclosed tiled patio areas to Units 49, 146, 150 & 151.

The building is of a full masonry construction with rendered and painted external walls. Weep holes at the base of the walls have generally been put in position to all the nominated units (other than 49) however the weep holes have been partially covered over by the pavers used to the external patio areas.

The positioning of the pavers will greatly reduce the ability of the cavities to self drain any water which may enter the cavity via cracks within the external render and or gaps at window and door reveals.

It is considered that moisture entering the cavity (by the aforementioned means) is being trapped within the base of the cavity by the pavers and lack of weepholes for Unit 49. This saturation of water will then allow for it to migrate through to the internal masonry walls via capillary action through laps and other possible failures (holes) within the cavity flashing or via mortar bridges formed on the cavity flashing from mortar droppings that were not fully cleaned out during the original construction.

There is evidence of previous remedial repairs being carried out which has included blocking and unblocking weepholes and placing a waterproof membrane material at the base of the external walls, however this approach has not been successful.

While carrying out the inspection from the paved patio area of Unit 150, it was noticed that the round concrete column forming one corner of the sunken enclosed patio was suffering from concrete spalling (concrete cancer) at the base.

Close inspection of the damage area showed a circular perimeter bar was exposed along with what appeared to be lots of small pieces of tie wire and other metallic pieces such as nails etc.

Unless remedial actions are taken the corrosion will continue to the point where the repairs are costly and may require the input of a Structural Engineer if some of the more structural steel bars start to corrode.



Concrete spalling at base of unit 150's enclosed patio area column



Position of column in relation to enclosed patio



Area of sunken enclosed patio wall within unit 146 that requires installation of an air-stallatio-brick:



Note height of pavers in relation to weep holes for unit 151



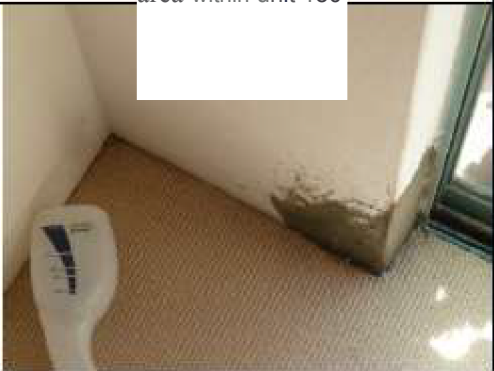
Moisture damage to base of walls internally of unit 151



Moisture damage to hob wall of sunken patio area within unit 150



Poorly carried out and unfinished internal render repairs within unit 150



- First tender was by Bilbeta Constructions, totalling \$63,173.88:

Date : 10/02/15
Attention : Russell Young – Body Corporate Services Pty Ltd - Epping
Client : O/C of SP 52948
Project Address : 1-15 Fontenoy St, North Ryde NSW 2113
Our Ref No : 3190

It is our pleasure to submit our inclusions for Tender Submission.

Quotation Notes.	
Item	Item Description
Note	Quotation is based the following Documents: <ul style="list-style-type: none"> • Extract from IBC Report by Mark Kavanagh dated 4/11/14 relating to units 49, 103, 146, 150 & 151.
Preliminaries	Allowance has been made for the following: <ul style="list-style-type: none"> • PM Costs • H.O.W Insurance
General	<ul style="list-style-type: none"> • No allowance has been included for painting works other than the areas specified in the abovementioned report. • Allowance has been made to remove and reinstate the A/C units where works are to be carried out. • Allowance has been made for temporary protection to all areas surrounding works. • Owners are required to clear all furniture and plants to internal and external areas prior to commencement of works.

QUOTATION PRICE: \$63,173.88 (Including GST)

Please call the undersigned if any additional information is required.

Kind Regards,

Mathew Turner
 Principal
 Bilbeta Constructions Pty Ltd
 Mobile: 0449 628 201

- Second tender was by Remtech, totaling \$93,330.00:

Our quotation is based on the report provided by Integrated Building Consultancy Norwest dated 4 November 2014. For your convenience we have costed the works on a unit by unit basis.

Preliminaries	\$6,310.00 plus GST
Unit 151	\$18,880.00 plus GST
Unit 150	\$19,950.00 plus GST
Unit 146	\$11,400.00 plus GST
Unit 103	\$18,910.00 plus GST
Unit 49	\$18,880.00 plus GST

Please note that we were unable to gain access to Unit 49 and we have therefore based our price on the works noted for Unit 151.

ABN 17 950 997 526
 The Cannery
 Suite 85, 85 Dunning Avenue
 Rosebery NSW 2018
 T +61 2 8999 9670
 F +61 2 8999 9671
 E info@remtech.com.au
www.remtech.com.au

Instead of accepting one of the quotes, due to urgency of the repairs, and ongoing repetitive attempts through substandard repairs that owners corporation incurred for the same (and many other) lots, the EC members and Strata Manager made the following decision at the EC meeting on 4th of March 2015:

10. CONTRACTOR TO UNDERTAKE WORKS TO ADDRESS WATER PENETRATION:

Motion

10.1 To determine whether to accept a quote from a contractor in respect of works specified in Integrated Consultancy Group's report.

Proposals received at the time of issuing this Notice are from;

- 1) Biltbeta for the value of \$63,173.88 (incl GST), and
- 2) Remtech for approximately \$104,000 (incl GST)

The quotations were not accepted and concern was expressed at the wide variation in price for identically specified works. The chairman was asked to pursue further quotations for a single example apartment (not belonging to an EC member) and to arrange for this to include the rectification to the external building pillar.

No member of the EC and Strata Manager have skills to deal with assessment of this kind. That was proven many times in the past at the owners corporation expense. The same lots had excessive repairs in the past, to list few:

We thank you for your instructions to attend the abovementioned situation to carry out the required work to prevent water penetrating through the external walls of Units 103 and 151 and repair internal walls damaged by water as discussed on site. We carried out the following work:

1. We lifted up the paved edging and cleaned pavers	
2. We sealed and cemented underneath the pavers	
3. We relaid pavers around the external walls of Units 103 and 151	\$ 3,630.00
4. We prepared and cleaned the damaged internal walls of Units 103 and 151	
5. We re-rendered walls where required and left ready for painting	\$ 300.00
	<hr/>
	\$ 3,930.00
Plus 10% GST:	\$ 393.00
Total Price:	<hr/>
	\$ 4,323.00

Bank Account Details:
BSB: 012 417
Account No. 4785-58353

Our payment terms are 7 business days from date of invoice

PO Box 4440 North Rocks NSW 2151
P 02 9871 2700 | F 02 9871 2900 | E liz@insurancebuildersaustralia.com
ABN 43 132 619 633 | HIA Member Lic No. 210249C



We thank you for your instructions to attend the above mentioned situation to reseal and repaint the internal walls of Units 103 and 151 as

To r reseal and repaint various wall, damaged by water	\$	40.00
Plus 10% GST:	\$	54.00
Total Price:	\$	594.00

Bank Account Details:
BSB: 012 417
Account No. 4 85-58:353



Our payment terms are 7 business days from date of invoice
PO Box 4440 North Rocks NSW 21511
P 02 9871 2700 | F 02 9871 2900 | E
ABN 43 132 619 633 | HIA Member Lic No. 210249C



HOWARD WEST / BUILDERS

TAX INVOICE

21 July 2014

T.Jas / H&F West
ABN 1 30 413 213 905

INVOICE NUMBER / 111,8

TO OWNERS OF SP 52948
MACQUARIE Gdns, NTH RYDE

C / RAINE AND HORNE STRATA
ATTENTION: I. RUSSELL YOUNG

- Unit 1/157
- Repair living room wall after plumbing. Brs repaired w: 1ter leak in upper level unit
 - Supply and fit new access panels (CJ wall)
- Unit# 1111
- Repair living room wall after plumbing. Brs repaired water leak
 - Supply and fit new access panels
 - Repair damage to adjacent walls

Total cost for labour and materials	\$ 980.00
10% GST	\$ 98.00
TOTAL COST THIS INVOICE INCLUDING GST	\$ 1,078.00

And more invoices from Howard West Builder in last three year (listing is INCOMPLETE):

Creditor Name	Doc. Ref. No.	Doc. Total (GST inc)	Chq. Date	Comment
HOWARD WEST - BUILDER	1099	\$654.50	23/04/2014	Lot 103: water leaks throughout the unit, Lot 112: repair tiles in ensuite shower
HOWARD WEST - BUILDER	860	\$253.00	07/06/2012	Lot 150: repair damaged walls to bedroom as result of water entry through exterior wall, remove damaged render to both sides of sliding door, supply and install waterproof render to affected areas
HOWARD WEST - BUILDER	845	\$2,178.00	12/04/2012	Lot 146: repair water leak to sunroom from courtyard, relay pavers around perimeter of sunroom, supply and install two coats of waterproofing to wall/slab junction, repaint exterior wall
HOWARD WEST - BUILDER	844	\$572.00	12/04/2012	Lot 146: cut weep holes into external wall around perimeter of bedroom, removed damaged timber in sunroom, supply and fit new timber duct, paint duct, Common area: remove bollard at pedestrian entrance, refix bolard to slab

The ongoing problems are nicely summarised by owner of Lot 103 three years ago:

Fri 7/09/2012 11:08 AM
RE: SP 52948 - 103/1-15 Fontenoy Rd, Macquarie park

To Peter Bone
Cc [redacted]
We removed extra line breaks from this message.

Hi Peter

Thanks for your help - I am going to pick up a swipe tomorrow morning from Ruth or the security person at Fontenoy office

Re water damage -- I am afraid it will be many months or years for us to determine if the work is properly carried out. Problems of water seepage over a longer term will result in our paint peeling off. The last time they fixed it was likely 3-4 years ago when we painted the whole unit because of the damage to the paintwork. Then 4 years later, we needed to repaint the whole unit again.

I wrote to Gary that:
- we are not happy to repaint the unit again because the work was not rectified properly the first time around. I was trying to claim this from my insurance however this particular water seepage/damage issues are not covered by my insurance. I have informed Gary that I will want compensation from the Strata as it is unreasonable for me to have to repaint the whole unit again due to poor workmanship by the Strata's workman. I would like to discuss this with you Peter. Can you please refer to my emails and photos sent to Gary.

- re external problems - please also refer to my letters and photos emailed to Gary - there are some patches which needs to be painted. I cannot determine whether the defects have been fixed as I did not see what was done to fix the problem. I have also asked Gary to send me a report on what work was carried out for MY RECORDS BUT UNFORTUNATELY HE HAS NOT SENT ME ANYTHING YET. Can you please send this to me.

Provide owners with details of Department of Fair Trading case 7563482 in regards to Strata Manager's repeated non-compliance with SSMA 1996 S108

It was raised because BCS failed to provide service as per paid SSMA 1996 S108. Because it is not an official case, SP52948 cannot use any paid legal advice because the owner is directly exposing BCS and there is undisputable evidence that Mr. Russell Young tried to pay back the money because he knew none of the requested documents were provided.

In their initial response, Branch Manager Mr. Billy Cheung and Strata Manager Mr. Russell Young protested innocence claiming that CTTT never found them guilty.

Department of Fair Trading was, yet again, prepared to, close the case without any action, but this time, the concerned owner forced another review. Here is what the owner sent to the Office in one of the emails in May 2015:

BEGIN QUOTE

Thank you for a phone discussion on Friday.

As I said, not only BCS and EC were (still are) involved in serious mismanagement of large strata complex of 218 lots, and many illegal activities, but, for some strange reason, they were helped by indecisive actions from DFT and CTTT.

They actually relied on lack of actions by CTTT and DFT (see the attachment dated in 2013). Note that CTTT twice rejected summonses requested by me, without ANY reasons.

Note that the lawyer representing EC and BCS was non-compliant with CTTT's own requests three times before the hearing! And yet, no action by CTTT followed. More details in my Affidavit to District Court.

I think your job is quite easy now:

BCS to provide some concrete evidence that I had received documents as per SSMA 1996 S108 in November 2014 (including the invoices for my supposed photocopying files).

BCS to provide some evidence that they responded to me upon my continuous complains about lack of access to documents.

Can you please clarify if I am getting the documents for FY 2014 financials and other files (as per my paid search in accordance with SSMA 1996 S108) or not. And if I am getting them, when will it happen? That is all I need answered.

Unfortunately, your response was dubious and did not address my direct inquiry.

Strata Agency BCS Strata Management, backed by members of the EC, continue to reuse old phrases about dismissed cases at CTTT and so on. Sad fact is that CTTT did everything to prevent the course of justice, but that is another story.

My complaint that you reviewed is simple:

I PAID MONEY for document viewing as per SSMA 1996 S108. I came to the office of Strata Agency on scheduled date. I WAS PROVIDED WITH NO DOCUMENTS AS PER AGREED REQUEST. At no time did BCS Strata Management said that some or all of the documents would be unavailable. This is fifth time in five years so it cannot be that your department can ignore it.

You said that owners corporation had ability to complain, but how they can complain if they have no access to documents. I repeat: for 15 years now, full financial documents and accounting files have never been provided to owners.

I have evidence that Strata Manager Mr. Russel Young offered to "pay me back" because he knew that I had not been given access to documents. One of the most crucial documents I asked for were full financial statements for FY 2014 (which are certainly less than 3 years old, so they comply with your obligations).

FY 2014 even had a secret money transfer (only uncovered last month): Owners corporation borrowed money (so-called "cash advance") from PICA (parent company of BCS Strata Management) in August 2014 but did not disclose to any owner (even at AGM in November 2014). Owners corporation paid back to PICA as late as six months later (see attachments).

My question is simple: did BCS Strata Management provide access to documents as per my payment or not?

If not, then my money was stolen without service being provided.

If they replied to you that they had given me access to documents, then I will submit special evidence that they LIED TO YOU and we will both contact the Director General's office for further action.

If they cannot do it, then the case is very clear and next steps are logical for DFT to take. Past cases that BCS regurgitates have no bearing on this request.

To make myself clear, for my persistence to uncover criminal activities, in last several years:

*** I received anonymous death threat on phone**

*** I received anonymous notice in letter box with order to disappear from complex**

*** My wife was attacked in garage by a deranged member of the EC**

CTTT has it on files and ignored it. I have police records for two of the above incidents.

At no time I was proven wrong in any evidence I had provided. The evidence was simply not even looked at.

> I received your email in response to my complaint yesterday.

> My first response bounced back because your email address changed.

>

> Maybe I misunderstand your message, but my first impression is that my main and simple issue was

> seemingly not addressed at all.

END QUOTE

Department of Fair Trading was advised that special evidence is currently kept secret by me until BCS provides firm update about their alleged documents provided to the concerned owner. The owner can prove beyond any doubt that BCS lied to government agency (yet again) but this time, with some serious consequences for the staff at the strata agency.

As per Department of Fair Trading suggestion, special Motion will be raised for AGM 2015 to investigate financial affairs in the complex:

I refer to your correspondence of 29 March 2015 and further communication received in this office in relation to the activities of BCS Strata Management Pty Ltd your schemes, strata plan 52948, managing agent.

In your communication you have requested Fair Trading instigate proceedings against BCS as you allege, amongst other things, that the agency has been involved in misappropriating the schemes funds.

By way of background, Fair Trading in its role as the regulatory body for the Real Estate industry in New South Wales, as legislated by the *Property, Stock & Business Agents Act 2002* and associated *Regulation* must satisfy itself that any action undertaken is supported with evidence that will withstand scrutiny.

I would advise that should Fair Trading commence disciplinary action against a Licensee, they may apply to the Administrative Decision Tribunal to have the matter reviewed and if successful have it overturned.

Further, should Fair Trading issue a penalty notice for a possible breach of legislation, which is not supported with evidence, the Licensee may make representation to Fair Trading or State Debt Recovery to have the matter reviewed or have the matter dealt with in the Local Court.

Accordingly, to allow the owners corporation it's right to determine the most appropriate course of action, in relation to your allegations. You may wish to include a motion at the next properly convened general meeting to engage the services of a forensic auditor to scrutinise the schemes accounts. Should the audit identify failures to account or the misappropriation of the schemes funds the matter should be referred to Fair Trading.

Some of repeated and orchestrated hiding of strata documents:

<http://www.nswstratasleuth.id.au/SP52948-repeated-request-to-EC-members-And-BCS-to-provide-documents-SSMA1996-S108.pdf>

<http://www.nswstratasleuth.id.au/SP52948-SSMA1996-S108-Document-Viewing-Undisclosed-Files-by-Raine-and-Horne-Strata-Sydney-BCS-17Oct2013.pdf>

<http://www.nswstratasleuth.id.au/BCS-Strata-Management-Paul-Banoob-Manager-False-Assurances-for-Access-to-Documents-Nov2012.pdf>

Response about pergolas being registered as common property is still missing after 15 years

Pergola paintings and repairs - three times over last 15 years. Pergolas are, as per all available documents, not registered as common property in this strata plan! BCS knows it but it did not stop them from abusing common funds to do it again in 2010/2011. Total costs of fixing pergolas, which are, in accordance with the Land Title, not common property in our complex: more than AU\$110,000. At the EC meeting held on 24th of May 2000 it was documented that previous letter from Mr. David Lepage of Land Titles Office indicated responsibility for pergolas was private owners. The meeting resolved to have general meeting to create By-Law for pergolas. Solicitor Alex Ilkin got second opinion from Land Titles Office that the roof structure of the pergolas were common property, but written document or record of it has never been provided.

Four document searches as per SSMA 1996 S108 at Raine & Horne Strata Sydney could not allocate it.

Six requests to BCS Strata Management and EC to provide evidence of pergolas being common property were met with silence. As minutes of various meeting show below, Raine & Horne Strata Sydney BCS and EC have been fully aware of the issues with pergolas and yet decided not only to avoid general meetings to deal with them but as well incur significant expenses from Admin Fund without owners corporation approval.

It appears there is no registered By-Law or Special Resolution that approved pergolas to be common property at any general meeting as of February 2015, and such proof has not been provided to any owner. Listing of By-Laws of SP52948 published by BCS Strata Management as document ID BCS2541110 in 2011 confirms that pergolas have never been approved as common property at any general meeting.

<http://www.nswstratasleuth.id.au/BCS-Strata-Management-Course-101-Lesson-10-How-To-Mismanage-Admin-Fund-for-Private-Property.pdf>

Department of Land was notified about secret plan by committee member to register it (he asked about costs of engaging Solicitor Mr. Adrian Mueller again). In response, Department of Land advised to report it to police as well.

This question and attempts to get access to files as per paid SSMA 1996 S108 is outstanding for five years! The following evidence shows how much BCS and EC have done so far...

**From: Russell Young [mailto:Russell.Young@...]
Sent: Wednesday, 21 January 2015 9:42 AM
To: Adrian Mueller
Cc: ; Billy Cheung
Subject: fw: SP52948 - Correspondence**

Good morning Adrian,

Could you please advise costs to deal with the matter of clarifying that pergolas are an item of Common Property (registration on title or however else the objective could be satisfied).

Committee member has always been aware of this issue, as he personally attempted to bring this problem for voting at three general meetings.

Hot Water System for Block D expenses of \$46,200.00 without tender in June 2015 - High costs looming for other Buildings

Ongoing problems with hot water boilers and expenses for temporary repairs are no longer justified and serious comprehensive fixes are urgently needed for all buildings.

Just for Block D, the expenses for hot water leaks and boilers are in excess of \$70,000.00 in period September 2011 and June 2015. Even more intriguing is the fact that the hot water boilers were replaced THREE times in period of around seven years in Block D!

These are hidden invoices for works without tender that were never provided to owners corporation:

8/12/2010	Cheque: 100265	Associated Gas Plumbing: New hot water tank Building D	7,750.00
6/06/2011	Cheque: 100317	Associated Gas Plumbing: Boilers 1 & 2 - Replace pumps	4,008.20
29/06/2011	EFT: 000374	Associated Gas Plumbing: Blk B&D - Replace control box & pump;	3,968.00

Here is the trace of records that passed unnoticed by the owners. It took almost two years to receive warranty claim of measly \$783.50. And when the hot water tank was replaced in 2012, it lasted only three years, when, after numerous additional repairs, \$46,200.00 was spent in June 2015.

- Minutes of EC meeting held on 1st of December 2010:

ITEM 5 To receive a report from the caretaker.

The report was considered with the following matters noted:

(a) Hot water tank Building "D".

This requires replacement as it is leaking.

It was noted that the tank is relatively new and action will be taken against the manufacturer to try and recover costs.

But this was not a complete report. Undisclosed to owners was that hot water tank invoice was paid seven days later, in spite of alleged issue with warranties:

8/12/2010	Cheque: 100265	Associated Gas Plumbing: Repair control cock Building A	744.00
8/12/2010	Cheque: 100265	Associated Gas Plumbing: New hot water tank Building D	7,750.00

- Minutes of the EC meeting held on 16th of February 2011 (Strata Manager Mr. John Fry still running Raine % Horne Strata Sydney at the meeting, he would suddenly disappear two months later):

3. Hot water tank to be replaced Building D.

As the tank was leaking, work has proceeded with its replacement. The previous tank was relatively new and attempts are to be made to recover the replacement cost from the manufacturer. The plumber who installed the defective tank has gone out of business.

- Minutes of the EC meeting held on 13th of April 2011:

2. Hot water tank to be replaced Building D.
As the plumbing contractor has gone out of business, a warrantee claim has been made against the tank manufacturer.

- Minutes of the EC meeting held on 20th of July 2011:

ITEM 3: Matters arising from the last minutes:
1. Building D hot water tank – Warranty claim.
Further inquiries are being made with the tank manufacturer. Should a satisfactory response not be obtained, legal action against the manufacturer will be considered.

- Minutes of the EC meeting held on 14th of December 2011:

ITEM 3: Matters arising from the last minutes:
1. Building D hot water tank – Warranty claim.
Further demand letter notice to be sent to manufacturer advising that the matter will be referred to QCAT if no cash settlement offer is received.

- Minutes of the EC meeting held on 22nd of February 2012:

ITEM 3: Matters arising from the last minutes:
1. Building D hot water tank – Warranty claim.
The Managing agent has sent to the manufacturer as requested photos and serial numbers of the defective equipment and has requested a response within seven days or else the matter will be referred to QCAT if no cash settlement offer is received.

- Minutes of the EC meeting held on 13th of June 2012:

ITEM 3: Matters arising from the last minutes:
1. Building D hot water tank – Warranty claim.
The Managing agent has sent a further email to the manufacturer requesting reimbursement within seven days prior to lodging an application with the office of fair trading.

- Minutes of the EC meeting held on 22nd of August 2012:

ITEM 3: Matters arising from the last minutes:
1. Building D hot water tank – Warranty claim.
\$783.50 was received from Nickel Engineering. Matter finalized

Here is the notice in Block D on 1st of June 2015:



Provide details of all quotes (single one is not valid for large expenses, as committee member solely refused to deal even with two quotes for repairs of water damages and walls in March 2015).

Here is a quote from Roseriver Pty Ltd dated 28th of May 2015. As usual, owners are not given a copy of it:

Strata Plan 52948
C/- Macquarie Gardens
1/15 Fontenoy Road
North Ryde.

Attention

Re: Quotation for replacement of hot water heating plant in Block D.

Supply and install all necessary labour, plant and materials required to complete the replacement of the hot water heating plant in the plant room of Block D at Macquarie Gardens as detailed below: -

1. Supply and install Rinnai Demand Duo 5 system including stainless steel tank. New Rinnai Units to be installed on brick wall on left hand side of plant room.
2. Supply and install 350mm flue pipe from manifolded flue header pipe on Rinnai's and terminate through roof including flashing. New flue piping will be required to be installed through the higher section of the plant room roof.
3. Upgrade gas meter and regulator as required.
4. Modify existing water and gas pipe work and connect to new Rinnai Plant.
5. Test and commission new plant on completion.
6. Disassemble and remove from site old hot water heating plant.
7. Seal roof penetrations x 2 from redundant Raypak Boilers.

Our price to complete the above mentioned works exclusive of GST is \$ 42 000.00 and \$ 46 200.00 inclusive of GST.

The invoice was paid two weeks after work completion:

Cred. Code	Creditor Name	Doc. Ref. No.	Doc. Date	Doc. Total	Chq. Date	Mtd.	Cnl. Chq.	Date Presented	Invoice
96118	ROSERIVER PTY LIMITED	00008366	18/06/2015	46200.00	03/07/2015	EFT	N		

Bill To:

The Owners of Strata Plan 52948
 c/- BCMS
 Locked Bag 22
 Haymarket NSW 1238

Tax Invoice

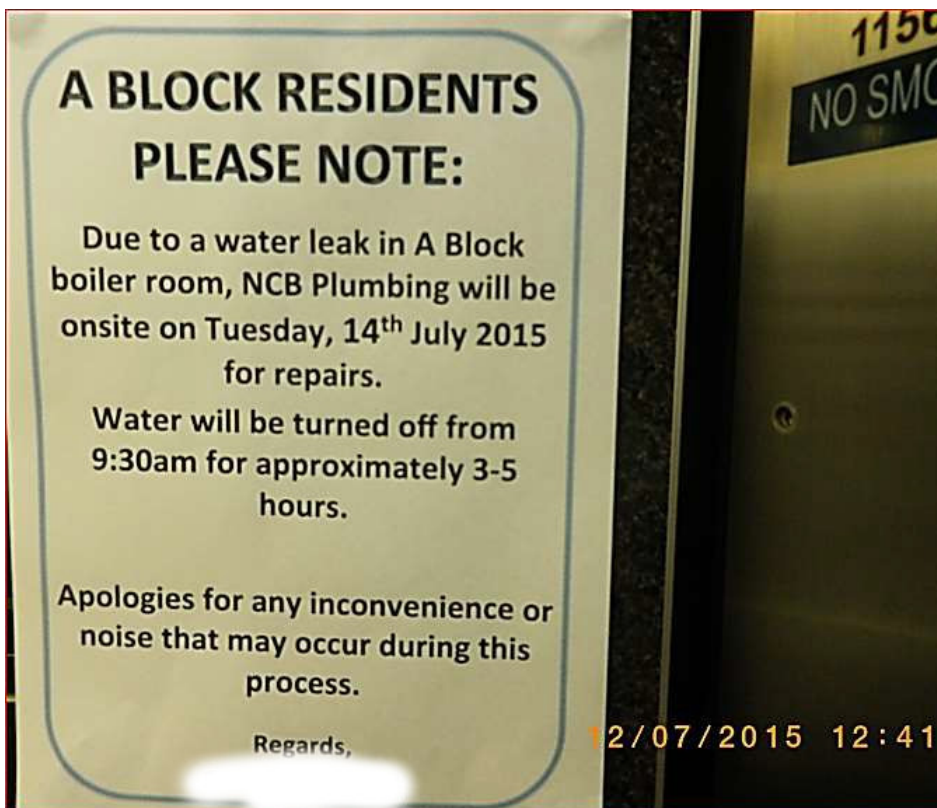
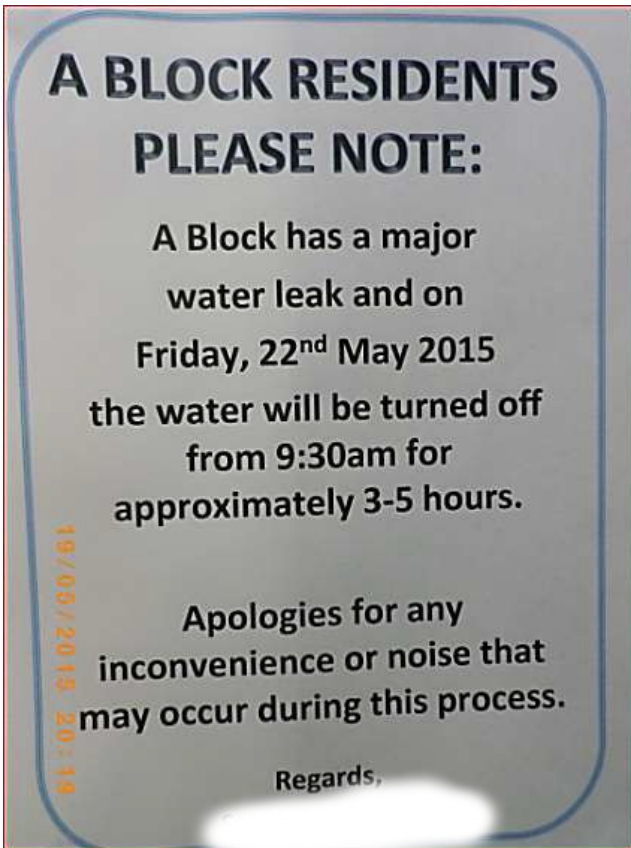
00008366

18/06/2015

DESCRIPTION	AMOUNT	CODE
Supply and install all necessary labour, plant and materials required to complete the replacement of the hot water heating plant in the plant room of Block D at Macquarie Gardens as detailed below: -	\$46,200.00	GST
1. Supply and install Rinnai Demand Duo 5 system including stainless steel tank. New Rinnai Units to be installed on brick wall on left hand side of plant room.		GST
2. Supply and install 350mm flue pipe from manifolded flue header pipe on Rinnai's and terminat		GST
3. Upgrade gas meter and regulator as required.		GST
4. Modify existing water and gas pipe work and connect to new Rinnai Plant.		GST
5. Test and commission new plant on completion.		GST
6. Disassemble and remove from site old hot water heating plant.		GST
7. Seal roof penetrations x 2 from redundant Raypak Boilers.		GST
Payment by Direct Debit may be made to Roseriver Pty Ltd BSB: 012-874 Acct No: 2224 67159 Alternatively: Visa and Mastercard payment accepted (1.5% Fee Applied) This is a Payment Claim made under the Building and Construction Industry Security of Payment Act 1999.		

Your Order No: WO537481	Customer ABN:	Freight: \$0.00	GST
Shipping Date:	Terms: C.O.D.	GST: \$4,200.00	
Comment:	Code	Rate	GST
	Sale Amount		
	GST	10%	\$4,200.00
			\$42,000.00
		Total Inc GST:	\$46,200.00
		Amount Applied:	\$0.00
Balance Due:		\$46,200.00	

As an example of reoccurring problems, here are two of recent repairs for Block A (the latter one with undisclosed expenses to owners and no information about warranties on work):



The repeated repairs are a “norm” in this complex. Even Block D continued to generate new expenses, in spite of major works being done in June 2015 (just two months earlier):

Creditor Name	Doc. Ref. No.	Doc. Total (GST inc.)	Chq. Date	Date Presented	Comment
NCB PLUMBING PTY LTD	34642	\$504.90	04/09/2015		Block B: water leak in boiler room
NCB PLUMBING PTY LTD	34641	\$132.00	04/09/2015		Block B: water leak in boiler room
NCB PLUMBING PTY LTD	34584	\$482.90	24/08/2015	24/08/2015	Block D: water leak in storeroom
NCB PLUMBING PTY LTD	34576	\$1,030.70	19/08/2015	19/08/2015	Block D: Water leak boiler room
NCB PLUMBING PTY LTD	34567	\$1,136.30	19/08/2015	19/08/2015	Block C: Broken pipe boiler room
NCB PLUMBING PTY LTD	34568	\$669.90	19/08/2015	19/08/2015	Block B: Water leak boiler room
NCB PLUMBING PTY LTD	34465	\$566.50	22/07/2015	22/07/2015	Block B: Water leak boiler room
NCB PLUMBING PTY LTD	34424	\$132.00	15/07/2015	15/07/2015	Block A: Water leak in plant room.
					We found that it was a leaking main cold water control valve packing gland. We pulled apart retefloned it and tighten to stop the leak
NCB PLUMBING PTY LTD	34197	\$368.50	15/05/2015	15/05/2015	Block B: broken water pipe in the top level plant room
NCB PLUMBING PTY LTD	34192	\$899.80	15/05/2015	15/05/2015	Block D: water leak in the boiler room
NCB PLUMBING PTY LTD	33954	\$572.00	02/03/2015	02/03/2015	Block C: water leak in plant room
NCB PLUMBING PTY LTD	33818	\$132.00	10/02/2015	10/02/2015	Block D: water leak boiler room
NCB PLUMBING PTY LTD	33739	\$1,136.30	13/01/2015	13/01/2015	Block B: broken water line in the hot water plant room

Maintenance staff’s monthly report for July 2015:

NCB Plumbing was called out for the following:


- a. B Block boiler room and storeroom area had a water leak. Repairs were made.
- b. A Block, C Block and D Block boiler rooms had water leaks. Repairs were made.

Other building blocks (A, B, and C) await similar major repairs. Example on 12th of November 2015 for Block A:



Second Hot Water System expense without competitive quotes in amount of \$10,109.00 in September 2015

Owners have not been told about it. Also, there is absolutely no evidence that BCS Strata Management requested addition competitive quotes to compare the prices.

Phone: 4573 6966 Mobile: 0407 409 020 Fax: 4573 6866 379 Boundary Road Maraylya NSW 2765 Email: fran@rosriver.com.au	 Plumbing, Draining, Gas fitting	A.C.N. 004 013 763 A.B.N. 24 004 013 763 Licensed Plumber Drainer & Gasfitter License No L13697									
Bill To: The Owners of Strata Plan 52948 c/- BCMS Locked Bag 22 Haymarket NSW 1238		Tax Invoice 00008404 10/09/2015									
<table border="1"> <thead> <tr> <th>DESCRIPTION</th> <th>AMOUNT</th> <th>CODE</th> </tr> </thead> <tbody> <tr> <td> Removal of leaking hot water storage tanks and replacement with Rinnai Demand duo system. - Price includes Initial site visits and research , termination and redirection of lines- modification to existing cold,hot and return pipework. - Labour </td> <td align="right">\$2,750.00</td> <td align="center">GST</td> </tr> <tr> <td> Supply of RINNAI DD315COMBO-50 TANK D/DUO 315L COMBO S/S 50mm, fittings , pipework etc </td> <td align="right">\$7,359.00</td> <td align="center">GST</td> </tr> </tbody> </table>		DESCRIPTION	AMOUNT	CODE	Removal of leaking hot water storage tanks and replacement with Rinnai Demand duo system. - Price includes Initial site visits and research , termination and redirection of lines- modification to existing cold,hot and return pipework. - Labour	\$2,750.00	GST	Supply of RINNAI DD315COMBO-50 TANK D/DUO 315L COMBO S/S 50mm, fittings , pipework etc	\$7,359.00	GST	
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Official status of owners/visitors (ab)using common space for long-term parking and ignoring By-Law 2

Several owners/tenants continue to abuse common carpark space and practically grabbed it for private use at all times. In other complexes, it either calls for special levies to be imposed on such owners or orders given to vacate the common property and use it sparing so that other people can share it.

SP52948 has the following By-Law that is being ignored on a regular basis, currently owner of Lot 3, and another committee member who instead of using own garage or car port, prefers to use common property, 10 meters away from his townhouse (as photos show):

2. Vehicles

An owner or occupier of a lot must not park or stand any motor or other vehicle upon common property except with the written approval of the owners corporation.

Minutes of EC meeting held on 2nd of May 2001 had clear guidelines about breaches of a by-law:

MINUTES OF AN EXECUTIVE COMMITTEE MEETING OF STRATA SCHEME NO. 52948. 1-15 FONTENOY ROAD NORTH RYDE HELD IN MEDINA APARTMENTS, 2-12 BUSACO ROAD MARSFIELD ON WEDNESDAY 2 MAY 2001 AT 7.30PM.

ITEM 1
PRESENT M McDonald, J Ward, K Poulos, U Aranwela,
E Saultis, S Pogorelsky, R Hamilton and G Raichman.

IN ATTENDANCE J Fry from Raine & Horne Strata-Sydney.

ITEM 6 To discuss use of the visitors car spaces by residents.

Concerns were expressed that some residents are using the visitors car spaces on a long term continuous basis which is a breach of By-Law 2 under the Strata Schemes Management Act 1996.

It was agreed that initially unit/townhouse occupiers should be Identified who use their private garage area for storage or as a living location and park their vehicles in the visitors car spaces. Such occupiers are to be instructed to cease using the visitors car park area.

In connection with this matter it was noted that a boat used by the residents of unit 119 is being parked in the visitors car spaces despite a request that it be removed from common property.

It was agreed that a notice to comply with a by-law be served on the occupier in accordance with Section 45 of the Act which provides for a fine to be imposed if the By-Law breach continues.

If common carpark space is meant to be permanently used for anyone who parks the car first, then any owner and visitor can grab the opportunity to bring their cars and leave them on common property without anyone being able to challenge it.

If several parties have the decency to be so ignorant, then let everybody have the same right of abuse. Three options exist for the Strata Manager and the EC members:

- 1 Warn owners who ignore by-laws, and if not complied with, issue "Notice of Compliance" initially.
- 2 Provide official statement that all owners can use common car spaces at any time without limits on a first- come first-served bases (very bad idea that can easily be challenged in court).
- 3 Introduce Special By-Law to regulate persistent use of common property for cars through introduction of levies based on commercial value of such services.

Here is one example of almost continuous abuse of common property that has been happening for many years:



The same owner just keep on moving the car to different locations, but still enjoying unlimited private use of car space for prolonged periods:



This specific owner of Lot 3 enjoys other benefits, like obtaining exclusive rights to common property illegally and hiding it from owners for 10 years, staying silent when BCS Strata Management made what is alleged to be fraudulent insurance claims in amount of around \$25,000.00, and supporting strata manager in presenting false Statutory Declaration to CTTT in 2013.

On purpose, photo of another person abusing common car space was not disclosed in the original email to Strata Manager Mr. Russel Young and Branch Manager Mr. Billy Cheung on 3rd of July 2015. **That specific person had camper van parked right in front of townhouse for almost seven months, without ever moving. Maintenance staff, EC members and BCS Strata Management did nothing to deal with the issue, as it was not reported to owners in any correspondence.** The day after this long list of problems was sent at the beginning of July 2015, the camper van “magically” disappeared and in its place was parked four-wheel drive of the committee member, who could have used empty space in his carport (and lockup garage) but instead left it in “vacated” slot on common property where the camper van had been before, just 8-10 meters away from his property:



One week later (after the report being given to all members of the EC and BCS Strata Management), committee member continues to abuse the common car space, in spite of having his own car port unused:



And one more week later, the same status:



After three weeks of abusing common car space and deliberately acting in non-compliance with By-Law 2, the camper van returned in the spot which was "reserved" by committee member's car:



Committee member's car moved back to own car port:



The distance between the abused common property is less than 10m as shown by location of committee member's carport and camper van:



And still continues month and a half after it was officially reported to BCS Strata Management and all members of the EC. Maintenance staff is quietly ignoring to enforce By-Law as well.



Real cost for sliding doors repair in Block A above \$5,000.00 in June 2015 - Buildings B and C awaiting same issues due to obsolete equipment

Electrical motors and related equipment for sliding doors at entrances of the four buildings are ageing and spare parts are almost impossible to find. The equipment is too old.

First major work was done in 2013, when entrance sliding doors at Block D were not operational for several weeks until parts were manufactured:

Called in By : PETER BONE

Phone No : 9868 2999

Order No : 351304

Date of Callout : 22/02/2013

Contact Name :

Contact Ph. No : 0403 316 244

Description of Work	Quantity <small>Bus. hours labour is charged in 15 min units</small>	Unit Price	Amount
Supply and installation of new motor and gearbox, new idler wheel, drive belt and door clamps, electronic control unit, lockable selector switch, 2 floor guide blocks, 4 carriage wheels and internal sensor and presence curtain as per quotation. Checked operation - OK. AS PER QUOTATION	1	\$3,740.00	\$3,740.00

The same problem occurred in Block A. Entrance doors was not properly functioning for 24 days now:



Not only the doors were not functioning, but security of the buildings was endangered because it was not protected by any security personnel at all times as this photo in the evening shows:



Five attempts to repair the siding doors in Block A incurred total costs of \$4,791.75 (GST inclusive):

Cred. Code	Creditor Name	Doc. Ref. No.	Doc. Date	Doc. Total	Chq. Date	Mtd.	Cnl. Chq.	Date Presented
34164	DORMA AUTOMATICS PTY LTD	NS237081	22/05/2015	324.50	02/06/2015	EFT	N	02/06/2015
34164	DORMA AUTOMATICS PTY LTD	NS236069	04/05/2015	842.75	15/05/2015	EFT	N	15/05/2015
34164	DORMA AUTOMATICS PTY LTD	NS235761	29/04/2015	324.50	15/05/2015	EFT	N	15/05/2015

Cred. Code	Creditor Name	Doc. Ref. No.	Doc. Date	Doc. Total	Chq. Date	Mtd.	Cnl. Chq.	Date Presented
6138	ALLGATE AUTOMATION PTY LTD	65757	02/06/2015	3080.00	12/06/2015	EFT	N	12/06/2015
6138	ALLGATE AUTOMATION PTY LTD	65474	22/05/2015	430.00	02/06/2015	EFT	N	02/06/2015
6138	ALLGATE AUTOMATION PTY LTD	65229	20/05/2015	220.00	02/06/2015	EFT	N	02/06/2015

Allgate advised that all four buildings require significant investment to replace electrical motors, end-gear, and other related equipment. Block D had it replaced two years ago and Block B and C will face the same issue in the near future.

There is also another invoice, sent belatedly by Allgate on 1st of July 2015 for work done on 26th of May 2015:

Door reported clunking. On arrival found links from drive chain loose.

Tightened drive chain links and relaced limit switch. Also checked auto glass door of block A and found side sensors not operating. Adjusted sensors.

Checked operation - OK.

<u>MINIMUM ATTENDANCE CHARGE</u>	1	177.27	177.27	17.73	\$195.00
<u>ADDITIONAL LABOUR (15 MIN INCREMENTS)</u>	2	22.73	45.45	4.55	\$50.00
LIMIT SWITCH	1	81.82	81.82	8.18	\$90.00

Main door reported having broken cable. On arrival found both cables frayed.

Replaced both lifting cables.

Checked operation - OK.

LABOUR (15 MIN INCREMENTS)	6	22.73	136.36	13.64	\$150.00
LIFTING CABLES	2	88.18	176.36	17.64	\$194.00

Rusting treadmill in basement for several months

For several months now, ugly treadmill is rusting in the basement. It will almost certainly not be used in the complex again. Two visitors were shocked by seeing such ugly display of dead equipment in the garage area recently and they alerted me about it.

Remove please.



Protruding rusting in the ceiling in pool area and unsightly mirrors

Mirrors in rooms in the pool area need replacement. They are unsightly and look very ordinary and neglected.



Ceiling in the pool area has multiple signs of protruding iron or rusting metal. Not only might it be a health hazard, but also points towards neglect of the property:



Real Estate business obstructing common property and ignoring By-Law 8 at Auction on 11th of July 2015

Auction for Lot 45/1-15 Fontenoy Road was held in the complex on 11th of July 2015. Real Estate Agency seemingly brought van with some goods to attract customers and parked in the driveway, between the maintenance staff's car space and townhouse 219. Significant number of visitors and potential buyers were moving freely in the driveway area and the van stayed running business without regards for created nuisance to owners, especially those who live in townhouses.

As a reminder, here is the By-Law that the maintenance staff should have applied and insisted on van being moved immediately:

8. Behaviour of invitees

An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property.

What steps will EC and Strata Manager take to prevent any business or invitees from not complying with By-Laws of the complex?

Why has maintenance staff, seemingly, not taken action against the van parked in an unsuitable place?

Excessive costs for alleged long-lasting LED lights and other lighting-related projects costing owners corporation over \$60,000.00 in three years

Significant costs for LED lighting and other lighting-related projects in the complex have been incurred in the complex over short period of time of only several years. Who monitors it, evaluates quality of services and benefits to owners?

Over the last two years, number of supposedly long-lasting LEDs had to be replaced. One of them is pending in fire exit sign on level 2 in Block A, which was already replaced last year as well (two times in period of around 18 months). What quality of LED do we get and who guarantees them? The information provided to Strata Manager Mr. Peter Bone by Versace LED on 22nd of November 2013 stated:

Note.
Normal fluorescent tube lamps should last 8,000 to 15, 000 hours.
LED tube lamps should last 40,000 to 50,000 hours.
Therefore you also save on maintenance costs.

I am an engineer and I used to do energy audits for the Department of Environment, Australian Government.
Should you need more information feel free to contact me.

How many LEDs have been replaced in the complex? The audit by Versace LED in November 2013 documented the following:

Quantity	Location	Lamp type
253	Underground car park	four foot 36 watt fluorescent tube lights
12	Inside 4 lifts	four foot 36 watt fluorescent tubes
64	Fire stair wells	four foot 36 watt fluorescent tubes
1	Managers office	four foot 36 watt fluorescent tube
8	Outside car park entrance	four foot 36 watt fluorescent tubes
These we can not replace under the scheme		
4	Fire stair wells	two foot 18 watt fluorescent lights
8	main entrance foyer	50 watt halogen down lights
	apartment floors	numerous circular fluorescent lights. I did not count the quantity as I know we can't do these.
	Garden ball lamps	CFL lamps which do not qualify under the scheme

What are direct benefits to owners corporation?

SP52948 Common Property Electricity Expenses (GST exclusive)		
Financial Year from 1 Sep to 31 August the following year)	Electricity Expenses	Electricity Expenses to Previous Year
1997	\$36,369.00	
1998	\$69,048.00	89.85%
1999	\$32,392.00	-53.09%
2000	\$39,143.00	20.84%
2001	\$39,166.00	0.06%
2002	\$34,050.00	-13.06%
2003	\$35,195.00	3.36%
2004	\$36,979.00	5.07%
2005	\$38,901.00	5.20%
2006	\$42,341.00	8.84%
2007	\$46,169.00	9.04%
2008	\$49,065.00	6.27%
2009	\$50,875.00	3.69%
2010	\$60,200.00	18.33%
2011 Note 1	\$63,359.00	5.25%
2012 Note 2	\$74,792.00	18.04%
2013 Note 2	\$88,823.09	18.76%
2014 Note 2	\$83,730.83	-5.73%
2015 Note 3	\$69,150.15	-17.41%

Note 1: Single committee member on his own "negotiated" new contract through broker (tendering of electricity contract) as announced at the EC meeting held on 20 July 2011:

The committee member introduced an energy supply broker to the strata manager. The broker arranged for a reverse auction of the electricity supply to be conducted on 25th of July 2011.

Footnote: This reverse auction resulted in improved savings to the owners corporation over the increases quoted by suppliers to the auction. The increase in costs are estimated to be approximately 7%, which is significantly less than ordinary household account increases.

Note 2: LED lights purchased to save energy:

\$7,815.00 LED lights Caretaker's Invoice 00000180 on 21 June 2012
 \$8,313.00 LED lights/installation Carbon&Energy Reductions Pty Ltd Invoice 00240656 on 9 December 2013
 Numerous other emergency light replacements costing thousands of dollars
 Other LED and lighting expenses as of July 2015 above \$60,000.00

Note 3: In October 2014, an ACCC report said electricity retailers estimated that the removal of the carbon tax lowered prices to customers by 5.2 to 12.4 per cent. Government was more reserved: they estimated power prices would go down by 9 per cent. Statement by Energy Australia:

Savings for residential customers

State	Fuel	Average % savings p.a	Average \$ savings p.a
NSW	Electricity	8.9%	\$158
NSW	Gas	4.4%	\$35

Savings for small business customers

State	Fuel	Average % savings p.a	Average \$ savings p.a
NSW	Electricity	8.3%	\$452
NSW	Gas	7.8%	\$944

Just one service provider alone, Electron Management, for lighting works and Fire Services repairs charged \$61,001.20 in period August 2011 to July 2015. And that is not the only provider of these services. Some of the lighting-related expenses in recent years:

- \$14,059.60 to Universal Property Services in June 2012
- \$27,226.99 to Electron Management in October 2013
- \$9,144.30 to Carbon and Energy Reductions in December 2013
- \$11,011.00 to Electron Management in January 2014
- \$10,942.59 to Electron Management in October 2014
- \$4,111.61 to Electron Management in March 2015

The evidence shows that only two EC members were involved in “approving” these expenses:

Wed 24/07/2013 11:32 AM
Peter Bone
RE: Macquarie Gardens Apartments

To: John Ward

Good morning

Thank you for your e-mail.

I have now contacted RDE and asked them to prepare the relevant documentation / contract.

I have also advised Carbon & Energy Reductions that their offer has not been accepted.

From: Bruce Copland [mailto:bcopland@toga.com.au]
Sent: Monday, 22 July 2013 2:01 PM
To: John Ward
Cc: Peter Bone
Subject: Macquarie Gardens Apartments

John,

I recommend we accept this quote rather than the one sent to Peter. The actual outlay is so small that I recommend Peter be instructed to accept this quote, assign our rights to ESCs and decline the other offer.

I am tied up in meeting like crazy so if you can work with Peter to get contracts sorted out that would be good.

He can simply call RDE and get the necessary paperwork sorted out.

This is a realistic solution that can be proven

We can put this on the next committee meeting agenda for information to all owners.

Bruce

Not only the rest of the EC and the owners corporation were not involved in making such decisions, but BCS Strata Management and especially two members of the committee, one being Mr. John Ward (who silently sold his property and left the complex in March 2015, without providing access to financial documents and tenders he had been personally responsible for in previous years), deceived owners as shown in the minutes of EC meeting held on 28th of August 2013. The expense of \$250.00 is an absolute fabrication.

MOTION 11: To ratify the change to LED lighting in public areas and project the savings on electricity consumption in the new budget.

The meeting noted that proposals from two independent contractors, being Carbon and Energy Reductions and RDE Energy, to prepare an energy reduction scheme / plan by changing existing lighting for low energy lighting, had recently been received.

Resolved to ratify the Executive Committee's recent decision to approve the proposal from RDE Energy to undertake this program at a total cost of \$250.00.

- **The EC meeting held on 27th of November 2013 allegedly approved the following motion, without providing details of the costs, although, by that time, just one single expense in amount of \$27,226.99 was paid to Electron Management month earlier (in October 2013):**

MOTION 18: To receive an update on the LED replacement common lighting project.

The meeting noted that the previously approved contractor for this work is unwilling to proceed without reflected ceiling electrical drawings, which the OC and its MA do not possess. The meeting considered an alternative proposal from Carbon & Energy Reductions Pty Ltd, who have advised that they do not need such plans.

Resolved to approve the proposal from Carbon & Energy Reductions Pty Ltd to undertake the replacement of common property light fittings with energy efficient fittings.

The EC meeting held on 12th of February 2014 stated that the service provider failed to install number of LEDs, although they had charged owners corporation for the work:

LED Light Replacement:

The meeting noted that a number of common property light fittings that were to be replaced with energy efficient LED lights, have not been. M Levitt is to review the works completed to-date and confirm what work is still required. The Strata Manager is to then follow this matter up with the contractor and arrange the replacement of those lights not yet replaced.

Since that meeting, owners never received an update if Strata Manager resolved the issue of undelivered service. EC member Mr. Moses Levitt never reported it at any meeting either.

A few examples (all GST inclusive):

- **\$14,059.60 to Caretaker Universal Property Services in June 2012**

Description	Amount
15 x 15 WATT Led Oyster Emergency unit (replaces current 32w) @ \$265.00 20 X 36 Watt Electronic Emergency unit (replaces 36w standard) @ \$205.00 20 6 watt Led Emergency Exit units running man (replaces 10w) 18 x 9V hardwired smoke detectors @ \$48.00	\$3,975.00 \$4,100.00 \$3,840.00 \$864.00
Thank you for your business.	Subtotal: \$12,779.00
Bank Account Details:	GST: \$1,277.90 Total Inc GST: \$14,056.90

- **\$27,226.99 to Electron Management in October 2013**

Scope of works

Supply and replace failed emergency lighting as per defect report.

Supply and install 48x Clevertronics 3w LED multifit exit

Supply and install 10x Clevertronics 17.5w LED maintained oyster.

Supply and install 9x Clevertronics 2/36w maintained batten

Supply and install 25x Clevertronics 1/36w maintained batten

Supply and install 4x Clevertronics 1/18w maintained batten

Supply and install 1x Clevertronics 2/18w maintained batten

Electrical Service

Electron Management thanks you for selecting us as one of your preferred Electrical contractors

All works done by Electron Management are in accordance with the Australian/New Zealand standard 3000.2007, AS3017, and AS4838

Sub-Total ex GST	\$24751.81
GST	\$2475.18
Total inc GST	\$27226.99

• **\$9,144.30 to Carbon and Energy Reductions in December 2013**

SALESPERSON		YOUR NO.	SHIP VIA	COL	PPD	SHIP DATE	TERMS		DATE	PG.
		Peter Bone		X			C.O.D.		09/12/2013	1
QTY.	ITEM NO.	DESCRIPTION			PRICE	UNIT	DISC %	EXTENDED	CODE	
204	LEDT	LED Tubes 1200mm 18W			\$42.00	EA		\$8,568.00	GST	
1	LED7	LED 7 w DL			\$50.00	EA		\$50.00	GST	
-1	Comment	DISCOUNT APPLIED			\$4,455.00			-\$4,455.00	GST	
205	Installation	Installation as per detail			\$15.00	ea		\$3,075.00	GST	
1	CADD	Cad Drawings			\$275.00	EA		\$275.00	GST	
1	Data logs	Data Loggers			\$800.00	EA		\$800.00	GST	
COMMENT		CODE	RATE	GST	SALE AMT.	SALE AMT.		\$8,313.00	GST	
		GST	10%		\$831.30	\$8,313.00	FREIGHT	\$0.00	GST	
							GST	\$831.30		
							TOTAL AMT.	\$9,144.30		
							PAID TODAY	\$0.00		
							BALANCE DUE	\$9,144.30		

Please Pay by Direct Deposit to:
 Carbon and Energy Reductions P/ L
 BSB 012-276 Account No: 197342046 ANZ
 Quoting the invoice number as reference.
 Or

By Mail to: PO Box 2102 Bowral NSW 2576
 Account Enquiries to: accounts@carbonandenergyreductions.com



- **\$11,011.00 to Electron Management in January 2014**

Scope of works: Complete works as per quotation

Item 1: Supply and install new 300mm poly ball post light fitting to illuminate front visitor parking bay. Conceal cabling in underground conduit

Cost of works:

Item 2: Supply and install 2 x 10w LED weatherproof flood light fittings to illuminate front entrance sign, controlled via nearest post light. Supply and install paver & concrete foundation. (2 year product warranty)

Item 3: Supply and install underground cabling from existing post in garden area to green feature cube in middle of complex. Supply and install 2 x 30w LED weatherproof light fixtures to illuminate surrounding area

Item 4: Supply and install additional 300mm poly ball post light fitting outside pool area inline with existing 2 x post lights

Item 5: Supply and install additional 300mm poly ball post light fitting outside TH194 on top of small stairs.

Item 6: Supply and install underground cabling from existing post, install additional 300mm poly ball post light fitting rear of TH198 adjacent wash bay.

Item 7: Supply and install underground cabling from existing post, install additional 300mm poly ball post light fitting rear of A block fire stairs

Item 8: Relocate 2 x exiting post light fitting on Fontenoy Rd pedestrian walkway garden area. Supply and install new galvanized post and re-use existing post tops. Extend all wiring as required

Item 9: Supply and install underground cabling from existing post, install 2 x additional 300mm poly ball post light fittings for future walkway.

Item	Quantity
Quotation	1.00
Sub-Total ex GST	\$10010.00
GST	\$1001.00
Total	\$11011.00

This was “approved” through single quote (no alternative tenders) as expense from Sinking Fund at EC meeting held on 27th of November 2013. This was not even mentioned at the general meeting a month earlier! As done so many times before, with passive EC members who mostly act as an “blank approval group”, and very “co-operative” BCS Strata Management, by-passed owners corporation:

MOTION 9: To consider quotes for additional outdoor lighting in identified dark areas.

The EC noted the detailed inspection by a number of EC members of the entire property on a moonless night. The EC members reported a lack of safe lighting in a number of areas, partly caused by vegetation growth and partly unsatisfactory placement of original light poles. Pruning bushes has already occurred but some areas require new lighting to be installed.

A quotation from Electron Management Pty Ltd in the amount of \$11,011.00 including GST to supply and install fourteen (14) new light fittings around the common property was tabled.

The EC noted that five (5) of these new light fittings will also require the installation of underground cabling from these lights to a power supply, hence the high cost of the work.

Resolved to approve the quotation from Electron Management Pty Ltd in the amount of \$11,011.00 including GST to supply and install fourteen (14) new light fittings around the common property, with the cost being funded from the Sinking Fund.

- **\$10,942.59 to Electron Management in October 2014**

Item	Quantity
Clevertronics Exit - 2.9w LED maintained ceiling mount	13.00
1by18w LED Emergency Batten (4ft)	19.00
2by18w LED Emergency Batten (4ft)	3.00
1by9w LED Emergency Batten (2ft)	3.00
LED Circular Emergency Fitting 17.5w - Clevertronics	1.00
9L Foam - Pressure Test & Recharge	11.00
Signage - Fire Extinguisher Location	2.00
Fire Hose Reel Nozzle - Twist - Brass	2.00
Fire Hydrant Landing Valve - Overhaul	1.00
	Sub-Total ex GST \$9947.81
	GST \$994.78
	Total \$10942.59

- **\$4,111.61 to Electron Management in March 2015**

Supply and install 7 x LED emergency battens in carp park as required

All works as per report provided by Cartaker 23/3/2015

Electrical Service

Electron Management thanks you for selecting us as one of your preferred Electrical contractors

All works done by Electron Management are in accordance with the Australian/New Zealand standard 3000.2007, AS3017, and AS4836

Item	Quantity
Exit Sign LED Slide Connect	1.00
LED Circular Emergency Fitting 17.5w - Clevertronics	1.00
2by18w LED Emergency Batten (4ft)	3.00
1by18w LED Emergency Batten (4ft)	2.00
Brooks 240v 9v Battery - Ionization	24.00
	Sub-Total ex GST \$3737.83
	GST \$373.78
	Total \$4111.61

Excessively delayed repairs and maintenance gearing towards significant increase in levies for owners

Meriton, as original builder of the complex, recommended the following schedule of repairs in the complex:

The Body Corporate in addition to the powers and authorities conferred on it by or under the Strata Titles Act, 1973 and these by-laws, shall have the power and duty to;

- (a) paint the outside of the Building on at least one occasion in every period of seven (7) years;
- (b) replace the carpet in the Common Property of the Building every Seven (7) years;
- (c) repaint the inside of the Building every five (5) years;
- (d) replace all fittings in the Common Property of the building every five (5) years;
- (e) overhaul and repair all gymnasium equipment every two (2) years;
- (f) replace the enclosure of the lifts every eight (8) Years;
- (g) replace the carpet in the lifts every three (3) years and;
- (h) repaint and refurbish the pool and pool areas every four (4) years;

Almost none of the recommendations were followed by BCS Strata Management over 18 years. Complex is neglected in many regards, and special levies are looming.

Just one item, elevators in four buildings, will cause significant expenses. That is confirmed by regular minor repairs, neglecting professional building reports. This was provided in maintenance staff's report for one single month (July 2015):

ThyssenKrupp Elevator:

- a. 9th July 2015 D Block lift not working. Called out at 4:00pm and onsite at 4:30pm. Repairs were made.
- b. 20th July 2015 A Block lift not working. Called out at 8:10am and onsite at 8:30am. Repairs were made.
- c. 22nd July 2015 A Block lift had a burning smell. Called out at 8:30am and onsite at 10:30am. Replaced faulty brake stoppers and fuses.

And much more!