

Note: This is provided as a sample set of motions for installing an Allume Energy Solshare in NSW under the Sustainability Infrastructure Amendment to the NSW Strata Schemes Management Act (2015). The information contained in this document is provided for general information only; it is not a substitute for legal advice.

<This first motion should be voted on as an ordinary resolution, requiring a simple majority of Owners in attendance on a show of hands and its purpose is to demonstrate that the Owners Corporation has complied with the prerequisite steps qualifying it to vote on a Sustainability Infrastructure motion under the February 2021 Sustainability Infrastructure amendment to the NSW Strata Schemes Management Act>

Motion 1

We the Owners of Strata Plan/Community Association XXXX hereby resolve by ordinary resolution that the Owners Corporation has considered:

- 1) Cost of a solar photovoltaic sharing system. The cost has been <estimated in the feasibility study provided by a qualified solar engineer / in a quotation from a Clean Energy Council accredited solar installer> to be \$XX,XXX
- 2) The ownership model of the solar sharing photovoltaic system. The Owners Corporation will engage a selected solar installer to install the solar sharing photovoltaic system and the Owners Corporation will own and maintain the solar system through its expected lifetime of 25 years/ The Owners Corporation will take out a Power Purchase Agreement and a third party will own the solar system for a period of X years/The Owners Corporation will take out an energy lease and a third party will own the solar system for a period of X years
- 3) Availability of the solar sharing system. This will be made available to <all X lots in the strata scheme/Lots 1,2,3,5,7,9 in the strata scheme>. It will/will not be made available to the common area electricity meter.
- 4) That there are currently no additional regulations that have been added since the Sustainability Infrastructure amendment to the NSW strata schemes management act has been passed in February 2021. Therefore at this time, there are no additional regulations which need to be adhered to by the Owners Corporation in order to vote via a Sustainability Infrastructure motion on a solar photovoltaic sharing system.

<This second motion should be voted on as a Sustainability Infrastructure resolution (slightly different from an ordinary resolution. This motion will pass unless more than 50% of those who are entitled to vote (in person or via proxy) based upon unit entitlements, are against the motion. Those who don't attend the meeting or attend the meeting and abstain for voting on this motion are NOT counted as 'no votes' .>

<In NSW individual lot owners proposing motions are required to include an explanatory note, which needs to be less than 300 words. An example of the explanatory note for Allume Solar Sharing system which only benefits a subset of owners is as follows:
"The purpose of this motion is to create a by-law to be added to the existing by-laws of the Owners Corporation. Once the resolution is passed, and registered with NSW Land Registry Services, the by-law will permit the Owners of Lot No. <1,2,3,5,7,9...> to install a solar system on the part of the Common Property illustrated on the plan attached to the by-law, in accordance with the technical specifications, which are also attached to the by-law. The terms of the bylaw make the current owners and any future owners of the lots responsible for the system, including any impacts it has on Common Property."

Motion 2

That, pursuant to Motion 1, an addition to common property is approved under S.108 of the Strata Schemes Management Act (2015) and exclusive use of the common property under s.143 is granted to <all XX lots in the strata scheme/Lots 1,2,3,5,7,9... in the strata scheme> for the installation of a rooftop solar photovoltaic system and wall-mounted inverter(s) and Allume Energy Solshare(s) attached to common property walls and connected to each individual lot electricity meter /and common area electricity meter via the Owners Corporation's meterboard and resolves by a sustainability infrastructure resolution pursuant to section 132B of the Strata Schemes Management Act (2015) to:

1. Approve expenditure up to \$XX,XXX <from the capital works fund/special levy> for a solar sharing photovoltaic system
2. Request quotation(s) from Allume Energy Solshare installer(s) and select the most appropriate quotation for install OR Instruct solar installer X to install the solar photovoltaic sharing system
3. erect a new structure on the common property roof being approximately XX solar photovoltaic panels, and add to or alter the common property walls for the purpose of installing the inverter(s), Allume Energy Solshare system(s) and batteries
4. agree that the installation will be owned and maintained by the Owners Corporation, and
5. require the Owners Corporation to give effect to this resolution as soon as reasonably practicable.

6. <In the case that a subset of Lots are participating in the solar photovoltaic sharing system> to create the following by-law and lodge the by-law with NSW Land Registry Services, with the common seal of the Owners Corporation to be affixed by [Strata Manager/Secretary].

7. Special By-Law No.X – Solar Power System (Lot A,B,C,D,E,F...)

1. Definitions In this by-law: “owner” means the owners for the time being of lots A,B,C,D,E,F, and “solar power system” means a photovoltaic array mounted on the roof, its batteries, inverter and all cables forming part of the system.

2. Special Privileges The owners of Lot No. <1,2,3,5,7,9...> as tenants in common shall have special privileges in respect of the common property to be occupied by the solar power system for the purpose of installing and keeping it on that common property upon and subject to the conditions set out below.

3. The Conditions

Installation of the solar power system

(a) The solar power system must be installed in a proper and workmanlike manner utilising only first quality materials which are good and suitable for the purpose for which they are used.

(b) The solar power system must be installed in accordance with the manufacturer’s instructions.

(c) Any holes created or penetrations made in the common property during the installation of the solar power system must be adequately sealed and waterproofed. (d) The owners of Lot No. <1,2,3,5,7,9...> as tenants in common must ensure that the solar power system is installed with due diligence and within a reasonable time from the date of commencement.

Noise and Disturbance

(e) The owners of Lot No. <1,2,3,5,7,9...> as tenants in common must ensure that minimum disturbance is caused to the common property and the owners and occupiers of the strata scheme during the installation and operation of the solar power system.

Appearance

(f) The solar power system must not have an appearance, when viewed from ground level immediately outside the building and within the boundaries of the strata scheme, that detracts from the appearance of the building.

Costs of the solar power system

(g) The owners of Lot No. <1,2,3,5,7,9...> as tenants in common must pay all costs associated with the installation of the solar power system.

Compliance with all Laws

(h) The owner must comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the solar power system and, if required, must obtain the consent of Council to the solar power system. Maintenance of the solar power system

(i) After completion the owners of Lot No. <1,2,3,5,7,9...> as tenants in common must, at their expense, properly maintain and keep in a state of good and

serviceable repair the solar power system and any part of the common property occupied by the solar power system and, when necessary, renew or replace any fixtures or fittings comprised in the solar power system or that common property.
Restoration

(j) Immediately upon completion of the installation of the solar power system the owner must restore all other parts of the common property affected by the installation of the solar power system as nearly as possible to the state which they were in immediately prior to the installation of the solar power system.

Repair of Damage

(k) The owners of Lot No. <1,2,3,5,7,9...> as tenants in common must, as tenants in common, at their expense, make good any damage to the common property caused as a result of the solar power system no matter when such damage may become evident.

Access

(l) The owners corporation must permit the owners of Lot No. <1,2,3,5,7,9...> as tenants in common reasonable access through the common property of the strata scheme for herself and her contractors and all their reasonable tools and machinery for the purpose of installing the solar power system and meeting any requirement imposed on the owners of Lot No. <1,2,3,5,7,9...> as tenants in common by this by-law.

Indemnity

(m) The owners of owners of Lot No. <1,2,3,5,7,9...> as tenants in common as tenants in common will indemnify and keep indemnified the owners corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the owners corporation arising out of the solar power system or the altered state or use of the common property arising therefrom.

Costs of this By-Law

(n) The owners of Lot No. <1,2,3,5,7,9...> as tenants in common as tenants in common, must pay all of the costs of the owners corporation incurred in connection with the preparation, passing and registration of this by-law and the owners corporation may refuse to execute any document relating to the registration of this by-law until such time as those costs are paid by the owners of owners of Lot No. <1,2,3,5,7,9...> as tenants in common as tenants in common.

Connection of Utilities

(o) In the event that electrical power, internet connection or any other service is connected to the solar power system and the existing service is separately metered and charged to the owners of Lot No. <1,2,3,5,7,9...> as tenants in common, then the new service shall be installed so as to also be separately metered and charged to the owners of owners of Lot No. <1,2,3,5,7,9...> as tenants in common.

Breach of this By-Law

(p) If the owners of Lot No. <1,2,3,5,7,9...> as tenants in common are in breach of any condition of this by-law and fails to rectify that breach within thirty (30) days of service of a written notice from the owners corporation requiring rectification of that breach, then the owners corporation may rectify any such breach and may recover as a debt due from the owners of Lot No. <1,2,3,5,7,9...> as tenants in common, the costs of the rectification together with the expenses of the owners corporation incurred in recovering those costs.