



# Town Centre Master Plan Sub-Committee

## Business Paper

date of meeting: Thursday 25 March 2021

location: Function Room  
Port Macquarie-Hastings Council  
17 Burrawan Street  
Port Macquarie

time: 8:00am

## **Town Centre Master Plan Sub-Committee**

### **CHARTER**

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#### **1.0 OBJECTIVES**

- To advise Council on projects and issues which support and affect the continued development of the Port Macquarie Town Centre using funding from the Town Centre Master Plan Reserve.

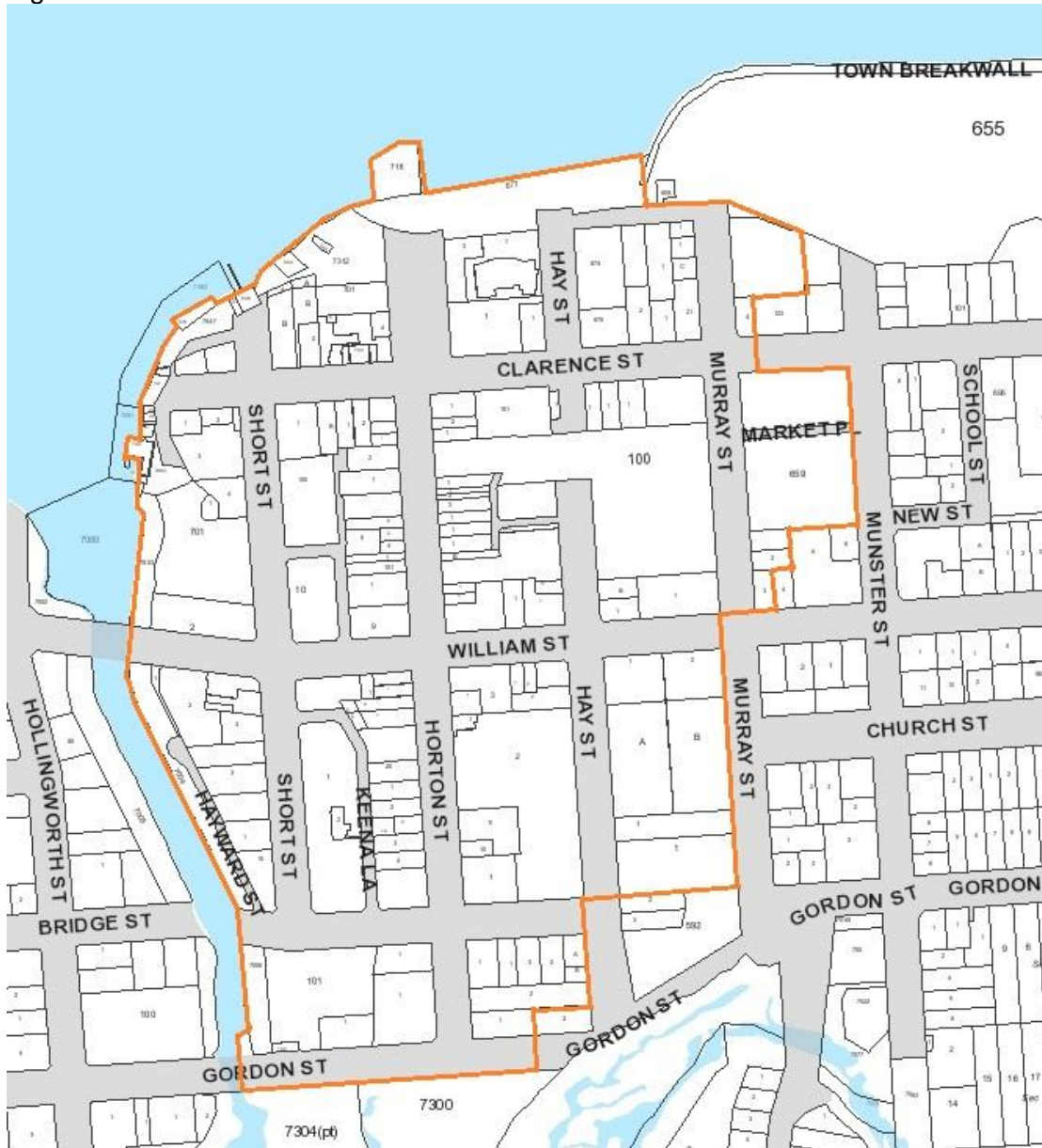
#### **2.0 KEY FUNCTIONS**

The key functions of the Sub-Committee are to:

- Make recommendations to Council regarding the development, review and amendment as required of the Town Centre Master Plan
- Make recommendations to Council on works priorities - Capital and maintenance - for the implementation of the outstanding projects and upgrades identified in the Town Centre Master Plan Review adopted in 2014.
- Act as a communication conduit between Council and the CBD stakeholders in respect to the Town Centre Master Plan
- Present to Council an annual Works Program and Budget in December, to be considered by Council as part of the annual Operational Plan
- Maintain an awareness of the capital expenditure of Town Centre Master Plan Reserves and make recommendations to Council regarding such expenditure.
- Raise funds other than rates and loans to fund the objectives of the Sub-Committee through partnerships with other stakeholders
- Make recommendations to the relevant Director in relation to purchasing, manufacturing, obtaining and supplying material for the promotion of the CBD from any external funds raised by the Sub-Committee
- Advocate for the Town Centre Master Plan and promote the advantages of the CBD to the wider community

Generally, the Sub-Committee will work within the adopted TCMP boundary highlighted in Figure 1, however there will be projects which will extend beyond these boundaries from time to time, in meeting the implementation of the adopted Town Centre Master Plan.

Figure 1



### 3.0 MEMBERSHIP

#### 3.1 Voting Members

- Councillor & Alternate (resolved by Council)
- Director Strategy & Growth (Alternate Director Development & Environment)
- Senior Landscape Architect- Council
- 2 CBD Commercial Property Owners
- 2 CBD Traders
- 1 Greater Port Macquarie Tourism representative
- 1 Port Macquarie Chamber of Commerce representative
- 3 Community members

#### 3.2 Non-Voting Members

- There may be occasions where other attendees are required at Sub-Committee meetings, such as funding partners, independent people, other levels of government, client side project managers (if applicable), stakeholder engagement specialists and other Council staff. Such people will be invited to Sub-Committee meetings on an as needs basis.

### **3.3 Obligations of Members**

- As per Section 226 (c) of the NSW Local Government Act 1993, the Mayor is the principal spokesperson for the governing body and Councillors that are members of a Sub-Committee are to obtain the Mayor's agreement to make media and other statements. Further, only the Mayor, or a Councillor with the Mayor's agreement and otherwise in accordance with Council policies and procedures, may release Council information through media statements or otherwise, and the release of such information must be lawful under the Council adopted Code of Conduct. Council Officers that are members of Sub-committees are bound by the existing operational delegations in relation to speaking to the media.
- All Sub-Committee members are not permitted to speak to the media as representatives of the Sub-Committee unless approved by the Chairperson (prior to this from the Mayor as above)
  - Where approval has been granted by the Chairperson, the views and opinions expressed are those of the Town Centre Master Plan Sub-Committee and not of Port Macquarie-Hastings Council
- A Councillor or a non-Council member as a member of a Sub-Committee or the Sub-Committee itself has no delegation or authority to make decisions on behalf of Council, nor to direct the business of Council. The only decision making power open to Councillors is through formal resolutions of Council.
- A Councillor or a non-Council member as a member of a Sub-Committee or the Sub-committee itself cannot direct staff and must abide by the decisions of Council and the policies of Council.
- All Sub-Committee members must comply with Council's Code of Conduct and relevant Council policies and procedures with particular reference to Council's Work Health and Safety Policy.

### **3.4 Member Tenure**

- Non Council members will be appointed for a two-year term.

### **3.5 Appointment of Members**

- Council, by resolution duly passed, will appoint members to the Sub-Committee following an advertised expression of interest.

## **4.0 TIMETABLE OF MEETINGS**

- Meetings of the Sub-Committee shall be held monthly at a date convenient to Sub-Committee members. During election caretaker mode, the Sub-Committee may be suspended until after the election, once Councillor representation is resolved by Council.

## **5.0 MEETING PRACTICES**

### **5.1 Decision Making**

- Recommendations of the Sub-Committee shall be made by consensus. If consensus is not reached, the item may be reported to Council for determination or deferred pending further information and debate.
- The Chairperson shall not have a casting vote.
- Recommendations to Council are to be made through the relevant Director, who will determine under delegation, the process for implementation.

## **5.2 Quorum**

- A quorum must include a minimum of one (1) Councillor or one (1) Council Executive staff member being present. The quorum for the Steering Group will be met if half of the members plus one are present.

## **5.3 Chairperson and Deputy Chairperson**

- The Chairperson shall be the Councillor, duly appointed by Council resolution.
- At all meetings of the Sub-Committee, the Chairperson shall occupy the Chair and preside. In the absence of the Chairperson, the alternate Councillor will preside at the Meeting.
- In the absence of the Chairperson and alternate Councillor, as the Sub-Committee's first item of business, the Sub-Committee shall elect one of its members to preside at the Meeting (elected chair must be a Council representative)

## **5.4 Secretariat**

- The incumbent Council Director is responsible for ensuring the Sub-Committee has adequate secretariat support. The secretariat will ensure that business papers and supporting papers are circulated at least three (3) days prior to each meeting. Minutes shall be circulated to members within seven (7) days of the meeting having taken place.
- The incumbent Council Director will coordinate a review of the Charter within 12 months of a new Council term and present to Council for adoption.

## **5.5 Recording of decisions and explicit discussions on risks**

- Minutes of Sub-Committee meetings shall include the decisions made, relevant details of discussions and the nature of any dissenting views expressed by members.

## **6.0 CONVENING OF "OUTCOME SPECIFIC" WORKING GROUPS**

- The Sub-Committee can at times request a working group to be convened, for a limited period of time, for specific actions. These specifics will be minuted clearly. The working group will report back to the Sub-Committee with outcomes.

## **7.0 CONFIDENTIALITY AND CONFLICT OF INTEREST**

- Councillors, Council staff and members of this Sub-Committee must comply with the applicable provisions of Council's Code of Conduct in carrying out their functions as Council Officials. It is the personal responsibility of Council Officials to comply with the standards in the Code of Conduct and regularly review their personal circumstances with this in mind.

- Sub-Committee members must declare any conflict of interests at the start of each meeting or before discussion of a relevant item or topic. Details of any conflicts of interest should be appropriately minuted.
- Where members or invitees at Sub-Committee meetings are deemed to have a real or perceived conflict of interest, it may be appropriate they be excused from Sub-Committee deliberations on the issue where the conflict of interest may exist.
- Any independent members of the Sub-Committee will be required to complete a confidentiality agreement that will cover the period of their membership of the Sub-Committee.

## Town Centre Master Plan Sub-Committee

### ATTENDANCE REGISTER

| Member  | 24/09/20 | 29/10/20 | 17/12/20 | 28/01/21 | 25/02/21 |
|---|----------|----------|----------|----------|----------|
| Councillor G Hawkins<br>(Chair)                                     | ✓        | ✓        | A        | ✓        | ✓        |
| vacant<br>(Deputy Chair)  | X        | X        | X        | X        | -        |
| Director Strategy & Growth<br>(Jeffery Sharp)                       |          |          |          | A        |          |
| Alternate - Director Development &<br>Environment (Melissa Watkins) | ✓        | ✓        | ✓        | ✓        | ✓        |
| Senior Landscape Architect<br>(Craig Luff)                          | ✓        | ✓        | ✓        | ✓        | ✓        |
| CBD Commercial Property Owner<br>(Jeff Gillespie)                   | ✓        | ✓        | ✓        | ✓        | ✓        |
| CBD Commercial Property Owner<br>(Adam Spencer)                     | -        | -        | A        | ✓        | A        |
| CBD Trader<br>(Simon Thresher)                                      | -        | -        | ✓        | A        | ✓        |
| CBD Trader<br>(Kieran Dell)   | -        | -        | ✓        | ✓        | ✓        |
| Chamber of Commerce<br>Representative<br>(Tony Thorne)              | ✓        | ✓        | ✓        | ✓        | ✓        |
| Greater Port Macquarie Tourism<br>Representative<br>(Janette Hyde)  | -        | -        | A        | ✓        | ✓        |
| Community Member<br>(Michelle Love)                                 | ✓        | ✓        | ✓        | ✓        | ✓        |
| Community Member<br>(John McGuigan)                                 | ✓        | ✓        | ✓        | ✓        | ✓        |
| Community Member<br>(Tony McNamara)                                 | -        | -        | ✓        | ✓        | ✓        |

**Key:** ✓ = Present  
**A** = Absent With Apology  
**X** = Absent Without Apology

### Meeting Dates for 2021

|            |               |        |
|------------|---------------|--------|
| 28/01/2021 | Function Room | 8:00am |
| 25/02/2021 | Function Room | 8:00am |
| 25/03/2021 | Function Room | 8:00am |
| 29/04/2021 | Function Room | 8:00am |
| 27/05/2021 | Function Room | 8:00am |
| 24/06/2021 | Function Room | 8:00am |
| 29/07/2021 | Function Room | 8:00am |
| 28/10/2021 | Function Room | 8:00am |
| 25/11/2021 | Function Room | 8:00am |



# **Town Centre Master Plan Sub-Committee Meeting**

Thursday 25 March 2021

## **Items of Business**

| <b>Item</b> | <b>Subject</b>                              | <b>Page</b> |
|-------------|---|-------------|
| 01          | Acknowledgement of Country .....            | <u>9</u>    |
| 02          | Apologies.....                              | <u>9</u>    |
| 03          | Confirmation of Minutes .....               | <u>9</u>    |
| 04          | Disclosures of Interest.....                | <u>13</u>   |
| 05          | Business Arising from Previous Minutes..... | <u>17</u>   |
| 06          | Foreshore Projects Update .....             | <u>18</u>   |
| 07          | Town Square Catenary Lights.....            | <u>20</u>   |
| 08          | General Business                            |             |



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**Item: 01****Subject: ACKNOWLEDGEMENT OF COUNTRY**

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"I acknowledge that we are gathered on Birpai Land. I pay respect to the Birpai Elders both past and present. I also extend that respect to all other Aboriginal and Torres Strait Islander people present."

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**Item: 02****Subject: APOLOGIES**

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**RECOMMENDATION**

That the apologies received be accepted.

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**Item: 03****Subject: CONFIRMATION OF PREVIOUS MINUTES**

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**RECOMMENDATION**

That the Minutes of the Town Centre Master Plan Sub-Committee Meeting held on 25 February 2021 be confirmed.

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## **PRESENT**

### **Members:**

Councillor Geoffrey Hawkins (Chair)  
Director Development and Environment (Melissa Watkins) (alt. Director)  
Senior Landscape Architect (Craig Luff)  
Jeffrey Gillespie (CBD Commercial Property Owner)  
Simon Thresher (CBD Trader)  
Kieren Dell (CBD Trader)  
Anthony Thorne (Port Macquarie Chamber of Commerce Representative)  
Janette Hyde (Greater Port Macquarie Tourism Representative)  
Michelle Love (Community Member)  
John McGuigan (Community Member)  
Tony McNamara (Community Member)

### **Other Attendees:**

Group Manager Recreation, Property and Buildings (Liam Bulley)  
TCMP Project Manager / Co-ordinator (Michael Nunez)  
Senior Project Manager (Michael Collins)

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The meeting opened at 8:04am.

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## **01 ACKNOWLEDGEMENT OF COUNTRY**

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The Acknowledgement of Country was delivered.

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## **02 APOLOGIES**

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### **CONSENSUS:**

That the apology received from Adam Spencer be accepted.

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### **03 CONFIRMATION OF MINUTES**

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**CONSENSUS:**

That the Minutes of the Town Centre Master Plan Sub-Committee Meeting held on 28 January 2021 be confirmed.

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### **04 DISCLOSURES OF INTEREST**

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There were no disclosures of interest presented.

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### **05 BUSINESS ARISING FROM PREVIOUS MINUTES**

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**CONSENSUS:**

That the Business Arising Schedule be noted with the following additional information:

Item 07 - 28 January 2021: Fisherman's Wharf Project Update:

Staff to urgently raise concerns formally with Maritime Infrastructure Delivery Office regarding the final handover of the project and potential defects and provide a copy of the correspondence to the Local Member for Port Macquarie, the Hon. Leslie Williams.

Correspondence sent to Maritime Infrastructure Delivery Office (MIDO) 11 February.  
Copy of correspondence provided to Local Member for Port Macquarie, the Hon. Leslie Williams.

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### **06 FORESHORE PROJECTS UPDATE**

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**CONSENSUS:**

That the Town Centre Master Plan Sub-Committee note the information contained within the Foreshore Projects Update Report.

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### **07 OVERVIEW OF THE BICENTENARY FORESHORE PROJECT**

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**CONSENSUS:**

That the Group note the information provided at the meeting.

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**08 TOWN SQUARE CATENARY LIGHTS**

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CONSENSUS:

That the Town Centre Master Plan Sub-Committee note the information contained within the catenary lights report.

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**09 GENERAL BUSINESS**

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Nil.

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The meeting closed at 8:40am.

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Item: 04  
Subject: DISCLOSURES OF INTEREST

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**RECOMMENDATION**

That Disclosures of Interest be presented

**DISCLOSURE OF INTEREST DECLARATION**

|   |              |
|---|--------------|
| <b>Name of Meeting:</b>   |              |
| <b>Meeting Date:</b>  |              |
| <b>Item Number:</b>   |              |
| <b>Subject:</b>   |              |
| <b>I, the undersigned, hereby declare the following interest:</b>   |              |
| <input type="checkbox"/> <b>Pecuniary:</b><br>Take no part in the consideration and voting and be out of sight of the meeting.                            |              |
| <input type="checkbox"/> <b>Non-Pecuniary – Significant Interest:</b><br>Take no part in the consideration and voting and be out of sight of the meeting. |              |
| <input type="checkbox"/> <b>Non-Pecuniary – Less than Significant Interest:</b><br>May participate in consideration and voting.                           |              |
| <b>For the reason that:</b>   |              |
| <b>Name:</b><br><br><b>Signed:</b>  | <b>Date:</b> |
| <b>Please submit to the Governance Support Officer at the Council Meeting.</b>  |              |

(Refer to next page and the Code of Conduct)

## Pecuniary Interest

- 4.1 A pecuniary interest is an interest that you have in a matter because of a reasonable likelihood or expectation of appreciable financial gain or loss to you or a person referred to in clause 4.3.
- 4.2 You will not have a pecuniary interest in a matter if the interest is so remote or insignificant that it could not reasonably be regarded as likely to influence any decision you might make in relation to the matter, or if the interest is of a kind specified in clause 4.6.
- 4.3 For the purposes of this Part, you will have a pecuniary interest in a matter if the pecuniary interest is:
  - (a) your interest, or
  - (b) the interest of your spouse or de facto partner, your relative, or your partner or employer, or
  - (c) a company or other body of which you, or your nominee, partner or employer, is a shareholder or member.
- 4.4 For the purposes of clause 4.3:
  - (a) Your "relative" is any of the following:
    - i) your parent, grandparent, brother, sister, uncle, aunt, nephew, niece, lineal descendant or adopted child
    - ii) your spouse's or de facto partner's parent, grandparent, brother, sister, uncle, aunt, nephew, niece, lineal descendant or adopted child
    - iii) the spouse or de facto partner of a person referred to in paragraphs (i) and (ii)
  - (b) "de facto partner" has the same meaning as defined in section 21C of the *Interpretation Act 1987*.
- 4.5 You will not have a pecuniary interest in relation to a person referred to in subclauses 4.3(b) or (c)
  - (a) if you are unaware of the relevant pecuniary interest of your spouse, de facto partner, relative, partner, employer or company or other body, or
  - (b) just because the person is a member of, or is employed by, a council or a statutory body, or is employed by the Crown, or
  - (c) just because the person is a member of, or a delegate of a council to, a company or other body that has a pecuniary interest in the matter, so long as the person has no beneficial interest in any shares of the company or body.

## Non-Pecuniary

- 5.1 Non-pecuniary interests are private or personal interests a council official has that do not amount to a pecuniary interest as defined in clause 4.1 of this code. These commonly arise out of family or personal relationships, or out of involvement in sporting, social, religious or other cultural groups and associations, and may include an interest of a financial nature.
- 5.2 A non-pecuniary conflict of interest exists where a reasonable and informed person would perceive that you could be influenced by a private interest when carrying out your official functions in relation to a matter.
- 5.3 The personal or political views of a council official do not constitute a private interest for the purposes of clause 5.2.
- 5.4 Non-pecuniary conflicts of interest must be identified and appropriately managed to uphold community confidence in the probity of council decision-making. The onus is on you to identify any non-pecuniary conflict of interest you may have in matters that you deal with, to disclose the interest fully and in writing, and to take appropriate action to manage the conflict in accordance with this code.
- 5.5 When considering whether or not you have a non-pecuniary conflict of interest in a matter you are dealing with, it is always important to think about how others would view your situation.

### Managing non-pecuniary conflicts of interest

- 5.6 Where you have a non-pecuniary conflict of interest in a matter for the purposes of clause 5.2, you must disclose the relevant private interest you have in relation to the matter fully and in writing as soon as practicable after becoming aware of the non-pecuniary conflict of interest and on each occasion on which the non-pecuniary conflict of interest arises in relation to the matter. In the case of members of council staff other than the Chief Executive Officer, such a disclosure is to be made to the staff member's manager. In the case of the Chief Executive Officer, such a disclosure is to be made to the mayor.
- 5.7 If a disclosure is made at a council or committee meeting, both the disclosure and the nature of the interest must be recorded in the minutes on each occasion on which the non-pecuniary conflict of interest arises. This disclosure constitutes disclosure in writing for the purposes of clause 5.6.
- 5.8 How you manage a non-pecuniary conflict of interest will depend on whether or not it is significant.
- 5.9 As a general rule, a non-pecuniary conflict of interest will be significant where it does not involve a pecuniary interest for the purposes of clause 4.1, but it involves:
  - a) a relationship between a council official and another person who is affected by a decision or a matter under consideration that is particularly close, such as a current or former spouse or de facto partner, a relative for the purposes of clause 4.4 or another person from the council official's extended family that the council official has a close personal relationship with, or another person living in the same household
  - b) other relationships with persons who are affected by a decision or a matter under consideration that are particularly close, such as friendships and business relationships. Closeness is defined by the nature of the friendship or business relationship, the frequency of contact and the duration of the friendship or relationship.
  - c) an affiliation between the council official and an organisation (such as a sporting body, club, religious, cultural or charitable organisation, corporation or association) that is affected by a decision or a matter under consideration that is particularly strong. The strength of a council official's affiliation with an organisation is to be determined by the extent to which they actively participate in the management, administration or other activities of the organisation.
  - d) membership, as the council's representative, of the board or management committee of an organisation that is affected by a decision or a matter under consideration, in circumstances where the interests of the council and the organisation are potentially in conflict in relation to the particular matter
  - e) a financial interest (other than an interest of a type referred to in clause 4.6) that is not a pecuniary interest for the purposes of clause 4.1
  - f) the conferral or loss of a personal benefit other than one conferred or lost as a member of the community or a broader class of people affected by a decision.
- 5.10 Significant non-pecuniary conflicts of interest must be managed in one of two ways:
  - a) by not participating in consideration of, or decision making in relation to, the matter in which you have the significant non-pecuniary conflict of interest and the matter being allocated to another person for consideration or determination, or
  - b) if the significant non-pecuniary conflict of interest arises in relation to a matter under consideration at a council or committee meeting, by managing the conflict of interest as if you had a pecuniary interest in the matter by complying with clauses 4.28 and 4.29.
- 5.11 If you determine that you have a non-pecuniary conflict of interest in a matter that is not significant and does not require further action, when disclosing the interest you must also explain in writing why you consider that the non-pecuniary conflict of interest is not significant and does not require further action in the circumstances.
- 5.12 If you are a member of staff of council other than the Chief Executive Officer, the decision on which option should be taken to manage a non-pecuniary conflict of interest must be made in consultation with and at the direction of your manager. In the case of the Chief Executive Officer, the decision on which option should be taken to manage a non-pecuniary conflict of interest must be made in consultation with and at the direction of the mayor.
- 5.13 Despite clause 5.10(b), a councillor who has a significant non-pecuniary conflict of interest in a matter, may participate in a decision to delegate consideration of the matter in question to another body or person.
- 5.14 Council committee members are not required to declare and manage a non-pecuniary conflict of interest in accordance with the requirements of this Part where it arises from an interest they have as a person chosen to represent the community, or as a member of a non-profit organisation or other community or special interest group, if they have been appointed to represent the organisation or group on the council committee.

## SPECIAL DISCLOSURE OF PECUNIARY INTEREST DECLARATION

*This form must be completed using block letters or typed.*

*If there is insufficient space for all the information you are required to disclose, you must attach an appendix which is to be properly identified and signed by you.*

|   |   |
|---|---|
| <b>By</b><br><i>[insert full name of councillor]</i>  |   |
| <b>In the matter of</b><br><i>[insert name of environmental planning instrument]</i>  |   |
| <b>Which is to be considered at a meeting of the</b><br><i>[insert name of meeting]</i>   |   |
| <b>Held on</b><br><i>[insert date of meeting]</i>   |   |
| <b>PECUNIARY INTEREST</b>   |   |
| Address of the affected principal place of residence of the councillor or an associated person, company or body<br><i>(the <b>identified land</b>)</i>              |   |
| Relationship of identified land to councillor<br><i>[Tick or cross one box.]</i>  | <input type="checkbox"/> The councillor has interest in the land (e.g. is owner or has other interest arising out of a mortgage, lease, trust, option or contract, or otherwise).<br><input type="checkbox"/> An associated person of the councillor has an interest in the land.<br><input type="checkbox"/> An associated company or body of the councillor has interest in the land. |
| <b>MATTER GIVING RISE TO PECUNIARY INTEREST<sup>1</sup></b>   |   |
| Nature of land that is subject to a change in zone/planning control by proposed LEP <i>(the <b>subject land</b><sup>2</sup>)</i><br><i>[Tick or cross one box]</i>  | <input type="checkbox"/> The identified land.<br><input type="checkbox"/> Land that adjoins or is adjacent to or is in proximity to the identified land.  |
| Current zone/planning control<br><i>[Insert name of current planning instrument and identify relevant zone/planning control applying to the subject land]</i>       |   |
| Proposed change of zone/planning control<br><i>[Insert name of proposed LEP and identify proposed change of zone/planning control applying to the subject land]</i> |   |
| Effect of proposed change of zone/planning control on councillor or associated person<br><i>[Tick or cross one box]</i>   | <input type="checkbox"/> Appreciable financial gain.<br><input type="checkbox"/> Appreciable financial loss.  |

*[If more than one pecuniary interest is to be declared, reprint the above box and fill in for each additional interest]*

**Councillor's Signature:** ..... **Date:** .....

*This form is to be retained by the council's Chief Executive Officer and included in full in the minutes of the meeting*

Last Updated: 3 June 2019



**Important Information**

This information is being collected for the purpose of making a special disclosure of pecuniary interests under clause 4.36(c) of the Model Code of Conduct for Local Councils in NSW (the Model Code of Conduct).

The special disclosure must relate only to a pecuniary interest that a councillor has in the councillor's principal place of residence, or an interest another person (whose interests are relevant under clause 4.3 of the Model Code of Conduct) has in that person's principal place of residence.

Clause 4.3 of the Model Code of Conduct states that you will have a pecuniary interest in a matter because of the pecuniary interest of your spouse or your de facto partner or your relative or because your business partner or employer has a pecuniary interest. You will also have a pecuniary interest in a matter because you, your nominee, your business partner or your employer is a member of a company or other body that has a pecuniary interest in the matter.

"Relative" is defined by clause 4.4 of the Model Code of Conduct as meaning your, your spouse's or your de facto partner's parent, grandparent, brother, sister, uncle, aunt, nephew, niece, lineal descendant or adopted child and the spouse or de facto partner of any of those persons.

You must not make a special disclosure that you know or ought reasonably to know is false or misleading in a material particular. Complaints about breaches of these requirements are to be referred to the Office of Local Government and may result in disciplinary action by the Chief Executive of the Office of Local Government or the NSW Civil and Administrative Tribunal.

This form must be completed by you before the commencement of the council or council committee meeting at which the special disclosure is being made. The completed form must be tabled at the meeting. Everyone is entitled to inspect it. The special disclosure must be recorded in the minutes of the meeting.

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<sup>1</sup> Clause 4.1 of the Model Code of Conduct provides that a pecuniary interest is an interest that a person has in a matter because of a reasonable likelihood or expectation of appreciable financial gain or loss to the person. A person does not have a pecuniary interest in a matter if the interest is so remote or insignificant that it could not reasonably be regarded as likely to influence any decision the person might make in relation to the matter, or if the interest is of a kind specified in clause 4.6 of the Model Code of Conduct.

<sup>2</sup> A pecuniary interest may arise by way of a change of permissible use of land adjoining, adjacent to or in proximity to land in which a councillor or a person, company or body referred to in clause 4.3 of the Model Code of Conduct has a proprietary interest

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**Item: 05****Subject: BUSINESS ARISING FROM PREVIOUS MINUTES**

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|                         |  |  |             |
|-------------------------|--|--|-------------|
| <b>Item:</b>            | 08   |  | 28 May 2020 |
| <b>Subject:</b>         | Historical Rating Comparisons and Business Rate Impacts  |  |             |
| <b>Action Required:</b> | 1. DSG to investigate possible methods of assisting Port Macquarie CBD property owners to have greater visibility (particularly via the rates notice) on understanding the contribution individual properties make annually to the TCMP levy and report to go to future meeting. |  |             |
| <b>Current Status:</b>  | Ongoing.   |  |             |

| Reports to Future Meetings   |          |            |
|--|----------|------------|
| Report   | Due Date | Requested  |
| Update on Accessible Parking Costs in the CBD  | TBA      | 26 July 17 |
| Foreshore Projects Update to be provided by the Project Manager and regular updates thereafter | Ongoing  | 28 Jan 21  |

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**Item: 06**

**Subject: FORESHORE PROJECTS UPDATE**

**Presented by: Development and Environment, Melissa Watkins**

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## **RECOMMENDATION**

**That the Town Centre Master Plan Sub-Committee note the information contained within the Foreshore Projects Update Report.**

### **Discussion**

#### **1. TOWN GREEN WEST**

Completed since last update:

- All works now complete (banner poles installed, planting under Norfolks complete, bollards deleted from current scope).

#### **2. TOWN GREEN WEST PLAYGROUND**

Completed since last month:

- 50% detailed design submitted for review.

Planned for next month:

- Comments provided for 50% design.
- Continue with detailed design.
- Provide community update on new playground.

#### **3. FORESHORE BICENTENNIAL WALKWAY (Town Green West Link, Town Wharf, Fisherman's Wharf Parklands, William Street Underpass, Kooloonbung Creek Stage 2; Westport Park Link Path)**

Completed since last report:

- On site review of drawing set with Engineering Consultant with comments issued.
- Maritime Infrastructure Delivery Office onsite meeting for widening the Town Wharf boardwalk and relocation of the sea plane jetty.
- Crown Lands have progressed the license noting that clarifications are being sought from fisheries (comments to be issued imminently).

Planned for the coming month:

- Crown license & fisheries license expected to be granted by late March.
- REF expected to be approved by early April.
- Re-submission of Priority Works drawings to address Council comments late March.

- Engage Consultant for Bill of Quantities for Priority Works late March.
- Engage Architect to develop detailed design and seek required approvals for Pilot's Boat Shed annexe relocation.

**4. GORDON STREET UNDERPASS**

Completed since last report:

- Adjusted DBAR (Bio-Diversity Assessment Report) resubmitted.
- BAM (Biodiversity Assessment Method) case submitted.
- Council registered as the developer in the BOAM (Biodiversity Offsets and Agreement Management System).

Planned work for the coming month:

- Determination of Development Application expected imminently.
- Engineering details of approach path and stairway lighting expected mid-April.

**5. FISHERMAN'S WHARF - Maritime Infrastructure Delivery Office Project**

- Revised completion date is early May 2021; Public Works Advisory have advised that the boardwalk will not be opened prior to full completion.
- Contact has been made with MIDO to seek clarification on a number of Council/Crown Land interface issues. A verbal update will be provided to the committee regarding any advice received.

**Attachments**

Nil

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Item: 07

Subject: TOWN SQUARE CATENARY LIGHTS

Presented by: Development and Environment, Melissa Watkins

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## RECOMMENDATION

**That the Town Centre Master Plan Sub-Committee note the information contained within the Town Square Catenary Lights report.**

## Discussion

As resolved at the January 2021 TCMP monthly meeting, staff have requested confirmation of the manufacturers' programme for replacement of the existing catenary lighting units in Town Square under warranty.

The following information is provided to the Committee by way of an update on this matter resulting from further investigations:

1. The defects liability period was for 12 months. Council took ownership for the system on 27/10/17, which expired on 27/10/18.
2. The WE-EF warranty (attached) is valid for a 10 year period from the date of supply. Key terms of the warranty are as per the following for reference:
  - a. *WE-EF shall replace the failed component(s) or the complete product as required. WE-EF shall, at its own discretion, attend site to undertake an inspection and determine the course of action; in any event failed components or complete luminaires are to be returned to WE-EF with associated shipping costs to WE-EF's account.*
  - b. *For a period of 13 months from supply WE-EF LIGHTING will, in the event of products having been established as faulty, pay labor charges to repair or replace such faulty fittings. This is conditional on:*
    - i. *Agreement by the end customer that should the fault not be of WE-EF's making, costs shall not be borne by WE-EF LIGHTING;*
    - ii. *Approval in writing by WE-EF LIGHTING of costs for labor and/or plant and equipment prior to any work being undertaken;*
    - iii. *That WE-EF LIGHTING reserves the right not to accept any quotation and is at liberty to provide its own labor to do such works;*
    - iv. *That after this 13 month period and for no more than 25 months from supply, a cost sharing agreement for labor charges will be entered into when required;*
    - v. *That after 25 months from the date of supply, warranty is for replacement parts.*
  - c. *Replacements: WE-EF shall replace new for old, when the replacement is a complete luminaire the ten-year warranty shall restart; when the replacement is a component of that luminaire the warranty shall be the balance of the original warranty*

3. WE-EF were made aware of the issues within the first 12 months through Council's builder and electrician. Council have further notified WE-EF of the ongoing issues both within the 13 - 25-month period and thereafter.
4. Council have received an update from the manufacturer on 17 March 2021 noting their design and testing progress associated with a repair solution for the lighting units. New replacement units are also being progressed. Timeframes will be given 'in coming weeks' for both options.

In considering the above, Council are not satisfied that the repair solution will suffice, and are now in the process of engaging legal advice in regards to pursuing a refund and compensation for installation costs.

**Attachments**

- 1 [!\[\]\(9bf097d682561b2ffd12d57a40ca73b1\_img.jpg\) !\[\]\(51d3868eac81c232f6ef399d2bd16077\_img.jpg\)](#) We-ef Lighting Warranty



## WE-EF LIGHTING – TEN YEAR WARRANTY – LED LUMINAIRES

### WARRANTY STATEMENT

#### General Statement:

This warranty applies to LED luminaires manufactured by WE-EF LIGHTING Australia/New Zealand. The warranty provided is valid for ten (10) years from the date of supply and is based on WE-EFLIGHTING luminaires being installed in line with installation instructions. The light output will deteriorate through the warranty period by an amount based on usage and ambient conditions; WE-EF has detailed supporting technical data both from in-house testing and suppliers to predict the performance of the product through life. The failure of one or more LED's in an array of LED's does not necessarily represent a product failure.

#### WE-EF's Liability:

WE-EF shall replace the failed component(s) or the complete product as required. WE-EF shall, at its own discretion, attend site to undertake an inspection and determine the course of action; in any event failed components or complete luminaires are to be returned to WE-EF with associated shipping costs to WE-EF's account. In the event that the installation is not in line with WE-EF installation instructions and not adequately protected by an approved Surge Protection Device, WE-EF will accept no responsibility. No liability for costs will be accepted by WE-EF unless agreed to prior and in writing. The Surge Protection Device (SPD) is required in the event of extreme conditions related to the power supply, such as lightning strike. The SPD is deemed as outside of the warranty due to its sacrificial role protecting the rest of the system and the indeterminate nature of its service life.

#### Poles:

WE-EF poles are covered by five (5) year warranty.

#### Labour:

For a period of 13 months from supply WE-EF LIGHTING will, in the event of products having been established as faulty, pay labor charges to repair or replace such faulty fittings.

This is conditional on:

- Agreement by the end customer that should the fault not be of WE-EF's making, costs shall not be borne by WE-EF LIGHTING.
- Approval in writing by WE-EF LIGHTING of costs for labor and/or plant and equipment prior to any work being undertaken.
- That WE-EF LIGHTING reserves the right not to accept any quotation and is at liberty to provide its own labor to do such works.
- That after this 13 month period and for no more than 25 months from supply, a cost sharing agreement for labor charges will be entered into when required.
- That after 25 months from the date of supply, warranty is for replacement parts

#### The WE-EF 5CE corrosion protection system:

WE-EF's 5CE corrosion protection system is guaranteed for five years and applies to the product and its architectural finish; for coastal and other corrosive environments WE-EF recommends its 5CE PLUS PRIMER system. A ten year warranty period will now be provided when the 5CE PLUS PRIMER system is specified and is supplied with a WE-EF LED Product.

#### Replacements:

WE-EF shall replace new for old, when the replacement is a complete luminaire the ten-year warranty shall restart; when the replacement is a component of that luminaire the warranty shall be the balance of the original warranty.

#### Accessories:

The warranty covers WE-EF luminaires and manufactured components as well as LED components approved and embodied by WE-EF; when non-standard accessories, specified by others, are incorporated into the WE-EF product then WE-EF reserves the right to apply that manufacturer's warranty.