

SECTION 5 – RETURNABLE SCHEDULES

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NOTE

To submit a conforming Expression of Interest (EOI), the respondent must complete all the schedules nominated below. If there is insufficient space for any response, please prepare an attachment to the relevant Schedule. Failure to complete this section may result in rejection of the (EOI).

PRIVACY & PERSONAL INFORMATION PROTECTION NOTICE:

Council is committed to safeguarding the privacy of individuals and handling of personal information in accordance with the [Privacy and Personal Information Act 1998](#) (NSW) and [Information Privacy Principles](#) and any subordinate legislation. The information on this form is being collected for the purposes of evaluating suitability of candidates to act as an alternate member on the Hunter and Central Coast Regional Planning Panel. The information collected will be used for the purpose outlined, related administrative functions, compliance and complaint handling, internal auditing, and in accordance with Council's [Privacy Management Plan](#) and [Privacy Statement](#) which can be found on Council's website.

The intended recipients of your personal information are Council staff responsible for administering the Hunter and Central Coast Regional Planning Panel and the Department of Planning Industry and Environment.

The supply of your personal information is voluntary.

The consequence of non-provision is Council will be unable to evaluate your suitability for the Hunter and Central Coast Regional Planning Panel.

Your personal information will be kept in Council's Information Management System in accordance with the relevant legislation. Council's address is 62-78 Vincent Street CESSNOCK NSW 2325. You may access, correct or update your personal information by visiting [Council's website](#), contacting Council's Privacy Contact Officer on 4993 4100 or by sending an email to council@cessnock.nsw.gov.au.

If you want to know more about Council's obligations regarding your personal information or what rights you have, contact the [Information and Privacy Commission](#) or visit their website ipc.nsw.gov.au.

Schedule 1 RESPONDENT'S DECLARATION

EOI Reference No:			
Respondent <small>(full trading name if applicable):</small>			
ACN <small>(if applicable) :</small>		ABN <small>(if applicable):</small>	
Contact Person:		Title:	
Address:			
Telephone:		Email:	

Note: If the Respondent is a Trust or a Trustee of a Trust, then a full copy of the trust deed **MUST** be submitted with the quotation.

The Respondent named above, hereby offers to provide Services in accordance with:

- (i) This EOI and its Schedules; and
- (ii) The scope of works.

The respondent also acknowledges that if it is the successful EOI, the documents listed above shall form part of the contract and agrees to be bound by the contract conditions.

The Respondent warrants and represents that:

- (a) it has fully acquainted itself with all of the documents referred to in the EOI and all matters relating thereto.
- (b) agrees to be bound by the *Conditions* of this agreement.
- (c) all of the information provided in its quotation is true and correct.
- (d) it has made its own enquires and investigations and has obtained professional advice and all other relevant information so as to inform itself of all risks and contingencies which may affect its submitted price.
- (e) it has allowed for all such risks and contingencies in its submitted price.

CONFLICTS OF INTEREST

The Respondent shall confirm whether there exist any interests, relationships (including those of family members and employees) or clients that may or do give rise to a conflict of interest:

Yes ✓ OR **No** X (cross out not applicable)

Note: If "Yes", as an attachment to this declaration, the Respondent shall detail the area in which that conflict or potential conflict does or may arise and provide details of strategies for preventing conflicts of interest.

Please note that declarations including names and associated business details will be published and made publicly available on Council's website.

Executed by Authorised Officer of Respondent who has delegated authority to enter into a contract:

(Print Name & Title):

Date of declaration:

Signature of witness:

(Print Name & Title):

Schedule 2 FEE PROPOSAL AND HOURLY RATE

Applicants are required to submit a fixed fee to undertake the requirements of the position and associated travel costs. All prices and rates are to be GST inclusive.

3.1 Hourly rate for professional service

Alternate Planning Panel Member	Hourly Rate (including GST)
Hourly rate for services (reviewing documents, attending site inspections and Panel meetings)	

3.2 Fixed fee for travel expenses

Component	Fee (including GST)
Travel fee per km	

Schedule 3 CONFLICT OF INTEREST AND OTHER EMPLOYMENT POSITIONS

A conflict of interests exists where there is an actual, potential, or reasonably perceived conflict between a panel member's private interests (pecuniary and non-pecuniary) or other duties, and the impartial performance of their functions as a planning panel member.

Applicants must be willing to adhere to the *Planning Panels Operational Guidelines*, *Cessnock City Council Code of Conduct* and *Planning Panels Code of Conduct*. Any conflicts of interests must be managed to uphold the probity of planning panel decision making.

Applicants are required to be aware that pursuant to Section 2.18 of the Environmental Planning and Assessment Act 1979 those ineligible to become panel members (and will not be considered) include:

- A councillor of that or any other council; or
- A property developer within the meaning of Section 53 of the *Electoral Funding Act 2018* (Noting that Section 53 of the *Electoral Funding Act 2018* provides that *property developer* includes a person who is a close associate of a property developer); and
- A real estate agent within the meaning of the *Property, Stock and Business Agents Act 2002*.

In addition to the above, applicants must not be a Council Official (i.e. a Councillor or Council staff member; or a spouse, de-facto or same sex partner of the Councillor or Council staff member).

APPLICANT ELIGIBILITY

The Respondent shall confirm that they have read the requirements above and are eligible to become panel members pursuant to Section 2.18 of the Environmental Planning and Assessment Act 1979.

Executed by proponent:

(Print Name & Title):

Date of declaration:

Signature of witness:

(Print Name & Title):

Potential conflicts of interest

Declare any work or other activity you have undertaken, or are currently undertaking in the Cessnock Local Government Area or work that may cause a conflict of interest in your appointment as an Alternate Planning Panel Member.

Potential conflict of interest	Details

As a member of a government board or committee, planning panel members are also required to adhere to the Department of Premier and Cabinet’s Guidelines ‘Conduct Guidelines for Members of NSW Government Boards and Committees’ (“the DPC Guidelines”) and Clause 27 of Schedule 2 of the EP&A Act 1979.

Planning panel members will be required to complete and sign a declaration of interest form in relation to each matter which is considered by the panel, either before, or at the commencement of, the panel meeting.

Local Government (General) Regulation 2005

Schedule 3 Form of return—disclosure of interest

(Clauses 180–182 and 192)

Local Government Act 1993

Disclosures by Councillors and Designated Persons Return

- 1 The pecuniary interests and other matters to be disclosed in this return are prescribed by Part 8 of this Regulation.
- 2 If this return is the first return required to be submitted by you after attaining the position of councillor or designated person, do not complete Parts C, D and H of the return. All other Parts of the return should be completed with appropriate information as at the return date, that is, the date on which you attained that position.

If this return is not the first return required to be submitted by you after attaining that position, all Parts of the return should be completed with appropriate information for the relevant return period since the last return, that is, the period from the return date of the last return to 30 June in this year or the period from the end of the last return period to 30 June in this year (whichever is appropriate).

- 3 The particulars required to complete this form are to be written in block letters or typed.
- 4 If any space is insufficient in this form for all the particulars required to complete it, an appendix is to be attached for that purpose which is properly identified and signed by you.
- 5 If there are no pecuniary interests or other matters of the kind required to be disclosed under a particular main heading in this form, the word “NIL” is to be placed in an appropriate space under that heading.
- 6 “*” means delete whichever is inapplicable.

Important information

This information is being collected for the purpose of compliance with section 449 of the *Local Government Act 1993*. You must not lodge a return that you know or ought reasonably to know is false or misleading in a material particular. Complaints made about contraventions of these requirements may be referred to the Local Government Pecuniary Interest Tribunal.

The information collected on this form will be kept by the general manager at the council chambers in a register of returns. Everyone is entitled to inspect the register of returns free of charge. You may correct or update the information contained in the register of returns by submitting a fresh return at any time.

Disclosure of pecuniary interests and other matters

by [full name of councillor or designated person]

*as at [return date]

*in respect of the period from [date] to [date]

[councillor's or designated person's signature]

[date]

(You can insert additional lines if necessary in the table below)

A. Real Property			
Address of each parcel of real property in which I had an interest *at the return date/*at any time during the return period			Nature of interest
B. Sources of income			
1 *Sources of income I reasonably expect to receive from an occupation in the period commencing on the first day after the return date and ending on the following 30 June: *Sources of income I received from an occupation at any time during the return period:			
Description of occupation	Name and address of employer or description of office held (if applicable)	Name under which partnership conducted (if applicable)	
2 *Sources of income I reasonably expect to receive from a trust in the period commencing on the first day after the return date and ending on the following 30 June: *Sources of income I received from a trust during the return period:			
Name and address of settlor		Name and address of trustee	
3 *Sources of other income I reasonably expect to receive in the period commencing on the first day after the return date and ending on the following 30 June: *Sources of other income I received at any time during the return period: [Include description sufficient to identify the person from whom, or the circumstances in which, that income was received]			
C. Gifts			
Description of each gift I received at any time during the return period		Name and address of donor	
D. Contributions to travel			
Name and address of each person who made any financial or other contribution to any travel undertaken by me at any time during the return period	Dates on which travel was undertaken		Name of States, Territories of the Commonwealth and overseas countries in which travel was undertaken
E. Interests and positions in corporations			
Name and address of each corporation in which I had an interest or held a position *at	Nature of interest (if any)	Description of position (if any)	Description of principal objects (if

the return date/*at any time during the return period			any) of corporation (except in case of listed company)

F. Positions in trade unions and professional or business associations

Name of each trade union and each professional or business association in which I held any position (whether remunerated or not) *at the return date/*at any time during the return period	Description of position

G. Debts

Name and address of each person to whom I was liable to pay any debt *at the return date/*at any time during the return period

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H. Dispositions of property

1 Particulars of each disposition of real property by me at any time during the return period as a result of which I retained, either wholly or in part, the use and benefit of the property or the right to re-acquire the property at a later time

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2 Particulars of each disposition of property to a person by any other person under arrangements made by me, being dispositions made at any time during the return period, as a result of which I obtained, either wholly or in part, the use and benefit of the property

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I. Discretionary disclosures

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Schedule 4 MINOR NON-CONFORMANCES AND ALTERNATE PROPOSALS

MINOR NON-CONFORMANCES

In order of relevant clauses, describe minor departures from the scope of works document. If a minor non-conformance is not described in sufficient detail to enable a full evaluation, the application may not be further considered. Where a deviation has a financial impact it must be valued. If there are no departures (i.e. full compliance), please state: ***“There are no departures”***.

DOCUMENT CLAUSE No.	& DETAILS OF MINOR NON CONFORMANCE	PRICE TO ACHIEVE FULL CONFORMANCE \$

ALTERNATIVE PROPOSALS

Where a proposal can be put forward which proposes better value for money, details of the alternative proposal should be stated or described setting out clearly the benefits of the proposal. The details should be cross referenced to the appropriate clauses of the scope of works documentation and must be in sufficient detail to allow for a full understanding and evaluation.

DOCUMENT CLAUSE No.	& DETAILS OF ALTERNATIVE PROPOSAL	ALTERNATIVE TOTAL PRICE \$	EOI

Attach extra page(s) if insufficient space

Schedule 5 CAPABILITIES

Documentation which demonstrates the respondent's capability for carrying out the Services including the following:

1. Current valid driver's licence. The drivers licence is required to remain valid for the entire contract.

A statement which demonstrates the respondent's capability for carrying out the service including the following:

1. Demonstrated expertise in either planning, architecture, heritage, the environment, urban design, land economics, traffic and transport, law, engineering, tourism or government and public administration.
2. A good working knowledge of relevant state and local government legislation, including the NSW *Environmental Planning and Assessment Act 1979*; and knowledge/understanding of the planning process, including the assessment of complex developments.
3. Knowledge and awareness of the Cessnock LGA, including planning issues and matters of concern to the local community
4. High level communication skills and ability to work within a team
5. Commitment to attending panel meetings and site inspections where required

Please indicate your availability in the table below by ticking (**Yes ✓**) in the time blocks you are available:

		Mon	Tue	Wed	Thu	Fri
Business Hours	<i>AM</i>					
	<i>PM</i>					
After Business Hours						

Schedule 6 REFEREES AND EXPERIENCE

Provide at least three referees who can attest to the applicant's capabilities in undertaking the role.

Note: Council reserves the right to make its own independent enquires.

FIRST REFEREE: <i>Company name (if applicable)</i>			
Contact Person:			
Telephone:		Email:	

SECOND REFEREE: <i>Company name (if applicable)</i>			
Contact Person:			
Telephone:		Email:	

THIRD REFEREE: <i>Company name (if applicable)</i>			
Contact Person:			
Telephone:		Email:	

Schedule 6 continued REFEREES AND EXPERIENCE

Describe your experience in roles of a similar nature to the contract completed in the last 3 years:

Note: Council reserves the right to make its own independent enquires.

Client	Contract Period	Brief Description of Work