

**Explanatory Note**  
**Minister for Planning**  
**Winten (No. 21) Pty Limited (ACN 096 449 393)**  
**Minmi Land Pty Ltd (ACN 129 266 477)**  
**Draft Planning Agreement**

**Introduction**

The purpose of this explanatory note is to provide a plain English summary to support the notification of the draft planning agreement (the **Planning Agreement**) prepared under Subdivision 2 of Division 6 of Part 4 of the *Environmental Planning and Assessment Act 1979* (the **Act**).

This explanatory note has been prepared jointly by the parties as required by clause 25E of the *Environmental Planning and Assessment Regulation 2000* (the **Regulation**).

**Parties to the Planning Agreement**

The parties to the Planning Agreement are Winten (No. 21) Pty Limited (ACN 096 449 393) (the **Developer**) Minmi Land Pty Ltd (ACN 129 266 477) (the **Landowner**) (together referred to as the **Developer**) and the Minister for Planning (the **Minister**).

**Description of the Subject Land**

The Planning Agreement applies to the following land (the **Land**) owned by the Developer:

<b>Lot and Deposited Plan</b>	<b>Commonly known as</b>
Lots 1 in Deposited Plan 1230960	77D Waterside Dr Fletcher 2287
Lots 2 in Deposited Plan 1230960	605 Minmi Rd Minmi 2287
Lots 3 in Deposited Plan 1230960	610 Minmi Rd Minmi 2287
Lots 4 in Deposited Plan 1230960	610 Minmi Rd Minmi 2287 and 140 Minmi Rd Minmi 2285
Lots 5 in Deposited Plan 1230960	610 Minmi Rd Minmi 2287
Lot 2 in Deposited Plan 877349	140 Minmi Rd Minmi 2285
Lot 30 in Deposited Plan 1214525	140 Minmi Rd Minmi 2285
Part of Lot 6 in Deposited Plan 1044574	177 Woodford St Minmi 2287
Lot 1 in Deposited Plan 1156243	610 Minmi Rd Minmi 2287 and 140 Minmi Rd Minmi 2285
Lot 48 in Deposited Plan 115128	610 Minmi Rd Minmi 2287

## Description of the Proposed Development

The Developer is currently seeking approval of 3 development applications (DA 2015/10393 and DA2015/10360 lodged with Newcastle City Council and DA 1936/2016, lodged with Lake Macquarie City Council) and proposes to lodge future development applications for additional stages for the development of the Land generally in accordance with Concept Plan (MP10\_0090 Minmi, Link Road North & South Residential Development) for urban development (up to 3,300 dwellings and 2 centres for mixed use development) at Minmi, Newcastle Link Road and dedication of 1,561 hectares of conservation lands at Stockrington and associated infrastructure) (**Proposed Development**) and has made an offer to the Minister to enter into the Planning Agreement in connection with the Proposed Development.

## Summary of Objectives, Nature and Effect of the Planning Agreement

The Planning Agreement provides that the Developer will make development contributions in the amount of \$18,284,662, which equates to \$81,994 for each hectare of net developable area for the provision of designated State infrastructure for the purposes of clause 6.1 of the *Lake Macquarie Local Environmental Plan 2014* (**Lake Macquarie LEP**) and clause 8.1 of the *Newcastle Local Environmental Plan 2012* (**Newcastle LEP**).

The development contributions are to be provided as follows:

1. The payment of a monetary contribution to the Minister in the amount of \$519,662 to be paid on the date the Planning Agreement is signed by the parties.
2. An Education Contribution in the amount of \$4,565,000, comprising:
  - (a) the transfer of a new primary school site (**New School Site**) to the Minister or their nominee of not more than 4 hectares (valued at \$3,200,000) or the payment of a monetary contribution of \$3,200,000 in the event that the Minister does not require the new primary school site; and
  - (b) the transfer of land to comprise an extension to the existing Minmi Public School of not more than 1.3 hectares (**Extension School Site**) (valued at \$1,365,000) or the payment of a monetary contribution of \$1,365,000 in the event that the Minister does not require the Extension School Site.

In the event that the areas of the land to be transferred to the Minister is less than 4 hectares in the case of the New School Site and 1.3 hectares in the case of the Extension School Site, a cash contribution shall be paid by the Developer to the Minister “top up” the contribution so that the combined value of any land dedications and monetary contribution for the Education Contribution is \$4,565,000.

3. The transfer of land for environmental offset purposes for the Proposed Development to the Minister administering the *National Parks and Wildlife Act 1974*, with a value \$13,200,000. This contribution has been provided pursuant to the planning agreement between the Minister, Minister administering the *National Parks and Wildlife Act 1979*, Minmi Land Pty Ltd and Coal & Allied Operations Pty Ltd dated 3 October 2012.

The Developer is required to provide security in the form of a \$20,000.00 bank guarantee and register the Planning Agreement on the title to the Land in accordance with section 93H of the Act.

The objective of the Planning Agreement is to facilitate the delivery of the Developer's contributions towards the provision of State infrastructure, facilities and services referred to in clause 6.1 of the Lake Macquarie LEP and clause 8.1 of the Newcastle LEP.

No relevant capital works program by the Minister is associated with this agreement.

## **Assessment of Merits of Planning Agreement**

### **The Planning Purpose of the Planning Agreement**

In accordance with section 93F(2) of the Act, the Planning Agreement has the following public purpose:

- the provision of (or the recoupment of the cost of providing) public amenities or public services.

The Minister and the Developer have assessed the Planning Agreement and both hold the view that the provisions of the Planning Agreement provide a reasonable means of achieving the public purpose set out above. This is because it will ensure that the Developer makes appropriate contributions towards the provision of State infrastructure, facilities and services referred to in clause 6.1 of the Lake Macquarie LEP and clause 8.1 of the Newcastle LEP.

### **How the Planning Agreement Promotes the Public Interest**

The Planning Agreement promotes the public interest by ensuring that an appropriate contribution is made towards the provision of infrastructure, facilities and services to satisfy needs that arise from development of the Land.

### **How the Planning Agreement Promotes the Objects of the Act**

The Planning Agreement promotes the objects of the Act by:

- encouraging the promotion and co-ordination of the orderly and economic use and development of land; and
- requiring the Developer to make a contribution towards the provision of State infrastructure, facilities and services referred to in clause 6.1 of the Lake Macquarie LEP and clause 8.1 of the Newcastle LEP.

The Developer's offer to contribute towards the provision of State infrastructure will have a positive public impact as funds and land dedications from the Developer will be available towards the provision of infrastructure, facilities and services referred to in clause 6.1 of the Lake Macquarie LEP and clause 8.1 of the Newcastle LEP.

### **Requirements relating to Construction, Occupation and Subdivision Certificates**

The Planning Agreement does not specify requirements that must be complied with prior to the issue of a construction certificate or an occupation certificate.

The Planning Agreement requires the development contributions to be made prior to the issue of the relevant subdivision certificates and therefore contains a restriction on the issue of a subdivision certificate within the meaning of section 109J(1)(c1) of the Act.