

5 December 2023

By email:

planningagreements@planning.nsw.gov.au
Minister for Planning and Public Spaces
Department of Planning and Environment
4 Parramatta Square
12 Darcy Street
PARRAMATTA NSW 2150

Contact
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Partner
Louise Camenzuli

Attention: Peter Kim – Team Leader,
Infrastructure Partnerships and Agreements

Dear Minister

Huntlee New Town Development Offer to vary Voluntary Planning Agreement

1 Background

We act for Huntlee Pty Ltd (**Huntlee**).

We refer to the voluntary planning agreement between Huntlee and the Minister for Planning and Public Spaces (**Minister**) relating to the Stage 1 Project Approval as amended by the:

- (a) First Deed of Variation dated 2 January 2018;
 - (b) Second and Third Deeds of Variation dated 16 April 2020;
 - (c) Fourth Deed of Variation dated 21 June 2021; and
 - (d) Fifth Deed of Variation dated 3 March 2023,
- (**VPA**).

Capitalised terms which are not defined in this letter have the same meaning as in the VPA.

2 Huntlee Stage 2 Development

As you know, the Stage 1 Project Approval was granted in April 2013 for the subdivision of the first residential village within the Huntlee New Town development. The Stage 1 Project Approval facilitates the subdivision of 1,473 residential lots within Village 1 and the first component of the Huntlee Town Centre.

Huntlee is currently in the process of preparing an Environmental Impact Statement for the concept and Village 2 development for Stage 2 of the Huntlee New Town project (**Stage 2**

Development). The Stage 2 Development involves an extension to the residential and commercial subdivision approved by the Stage 1 Project Approval to include the residue of the Huntlee Town Centre, Villages 2 to 4 and a large lot residential area. The first stage of the Stage 2 Development for which development consent is sought as part of the SSD application involves subdivision and construction works for Village 2 and the residue of the Huntlee Town Centre.

The Stage 2 Development was declared a state significant development by the Minister on 13 April 2022 under section 4.36(3) of the *Environmental Planning and Assessment Act 1979*.

3 Offer to vary VPA

In view of the Stage 2 Development and subject to the negotiation and finalisation of a VPA, this letter constitutes an offer by Huntlee to vary the VPA to:

- (a) amend the description of 'Land' in Schedule 2 of the VPA to include the Stage 2 Development land being the land identified by red edging on *Figure 1 – Declared SSD land for Huntlee Stage 2* in the Stage 2 Development Scoping Report prepared by Ethos Urban and dated 8 February 2023, located within the Singleton and Cessnock local government areas (**Stage 2 Land**). The Stage 2 Land comprises Lots 11/1137569, 12/1137569, 13/1137569, 2/1211767, 3/813163, 4/813613, 158/1259859, 146/1233016, 240/1105591 and 231/879198, all of which are owned by Huntlee;
- (b) include additional development contributions with a total value of \$17.5 million, comprising the following road upgrades:
 - (i) upgrade of Wine Country Drive from a roundabout to a signalised intersection, with a value of \$6 million;
 - (ii) upgrade of HEX Interchange, with a value of \$5 million;
 - (iii) upgrade of intersection to access Village 3, with a value of \$3.5 million;
 - (iv) upgrade of Triton Street intersection, with a value of \$1.5 million; and
 - (v) upgrade of Empire Street intersection, with a value of \$1.5 million;
- (c) amend the definition of 'Agreed Road Works Amount' to provide that that amount will be the higher of the:
 - (i) estimated cost of the Road Improvement Works;
 - (ii) amount determined un the Minister (where there is no estimated cost stated in a Road Works Agreement); and
 - (iii) actual costs of the Road Improvement Works.

(the **VPA Variation Offer**).

The mandatory elements of the VPA Variation Offer pursuant to section 7.4(3) of the *Environmental Planning and Assessment Act 1979* are set out in **Attachment A**.

We look forward to receiving the Minister's response to the above VPA Variation Offer.

If you have any queries, please contact Samantha Yeung on (02) 9210 6284.

Yours faithfully
Corrs Chambers Westgarth



Louise Camenzuli
Partner

attachments

Attachment A
VPA Variation Offer

Parties	The parties to the VPA as amended will continue to be the Minister and Huntlee.
Description of the land (s7.4(3)(a))	The whole of the Land as described in Schedule 2 of the VPA (except the Land from which the VPA has already been released), as well as the Stage 2 Land.
Description of the development application/change to an environmental planning instrument (s7.4(3)(b)(i) and (ii))	The development described in the Stage 1 Project Approval, as modified from time to time, and the Stage 2 Development, as modified from time to time.
Nature and extent of the provision to be made by the developer, and the times and manner in which the provision is to be made (s7.4(3)(c))	Huntlee proposes to provide the following additional works-in-kind development contributions: a. upgrade of Wine Country Drive from a roundabout to a signalised intersection. The value of this contribution is \$6,000,000; b. upgrade of HEX Interchange. The value of this contribution is \$5,000,000; c. upgrade of intersection to access Village 3. The value of this contribution is \$3,500,000; d. upgrade of Triton Street intersection. The value of this contribution is \$1,500,000; and e. upgrade of Empire Street intersection. The value of this contribution is \$1,500,000. The above road upgrades will be delivered by a time to be agreed with Transport for NSW in a Works Authorisation Deed. There is no change to the balance of development contributions already included in the VPA.

Exclusion of s7.11, s7.12 and s7.24 contributions (s7.1(3)(d))	The VPA Variation will not exclude the application of sections 7.11 and 7.12 in the same way as currently drafted. The VPA wholly excludes the application of section 7.24 in the same way as currently drafted. Any future Housing and Productivity Contributions would be excluded in the same way that Special Infrastructure Contributions are excluded.
Whether benefits under the VPA are or are not to be taken into consideration in determining a development contribution under s7.11 (s7.4(3)(e))	The same provisions in the VPA regarding the consideration of benefits in determining a development contribution under section 7.11 will continue to apply.
Mechanisms for resolution of disputes (s7.4(3)(f))	The same dispute resolution mechanisms in the VPA will continue to apply.
Enforcement of the agreement by a suitable means (s7.4(3)(g))	The same security and enforcement mechanisms in the VPA will continue to apply.