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# **Explanatory Note**

## **Deed of Variation to Original Planning Agreement**

### **Mount Owen Mine, Singleton NSW 2330**

#### **1 Purpose**

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The purpose of this Explanatory Note is to provide a plain English summary to support the notification of the Deed of Variation under s7.4 of the *Environmental Planning and Assessment Act 1979* (NSW) (**Act**).

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

This Explanatory Note is not to be used to assist in construing the Deed of Variation.

#### **2 Parties to the Deed of Variation**

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The parties to both the Original Planning Agreement (as specified in the Deed of Variation) and Deed of Variation are:

- (1) Singleton Council (ABN 52 877 492 396) (**Council**); and
- (2) Mt Owen Pty Ltd (ABN 83 003 827 361) (**Developer**).

#### **3 Description of the Land to which the Deed of Variation applies**

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The Deed of Variation applies to the land contained in the folio identifiers in Schedule 2 of the VPA and in Annexure A of this document situated at Mount Owen Mine, Singleton NSW 2330 (**Land**).

#### **4 Description of the Development to which the Deed of Variation applies**

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The development to which the Deed of Variation applies is the development contained in Development Application No. SSD 5850 approved by the DPIE and modified by SSD 5850-Mod 2 on 4 September 2019.

#### **5 Summary of Contributions, Objectives, Nature and Effect of the Deed of Variation**

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The Deed of Variation amends the terms of the Original Planning Agreement by, amongst other things, requiring the Developer to pay a monetary contribution to Council in an amount of **\$1,250,000.00** broken down as follows:

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- (1) **\$466,000.00** to be paid by the Developer to Council within fourteen (14) days after receiving a written request from Council (**Initial General Payment**).
  - (2) **\$76,000.00** to be paid by the Developer to Council on each anniversary date of the Initial General Payment for nine (9) years.
  - (3) **\$20,000.00** to be paid by the Developer to Council for a national signature tourism and healthy lifestyle cycle event from Singleton to Lake St Clair to be paid by the Developer to Council within fourteen (14) days of receiving a written request from Council (**Initial Event Payment**).
  - (4) **\$20,000.00** to be paid by the Developer to Council for a national signature tourism and healthy lifestyle cycle event from Singleton to Lake St Clair on each anniversary date of the Initial Event Payment for four (4) years.

(Collectively referred to as the **Monetary Contributions**).

The Deed of Variation acknowledges that under the terms of the Original Planning Agreement, the Developer has already paid to Council the following monetary contributions:

- (1) **\$235,000.00** to the Singleton Community and Economic Development Fund as part of the Initial General Payment.
- (2) The Initial Event Payment.

These amounts are to be deducted from the total amount of the Monetary Contributions which means the following initial payments will need to be made by the Developer to Council as a replacement amount for the Initial General Payment and Initial Event Payment:

- (1) A revised amount of **\$231,000.00** for the Initial General Payment.
- (2) A revised amount of **\$0.00** for the Initial Event Payment.

The **objective** of the Deed of Variation is to require the Developer to provide the Monetary Contributions.

The **nature** of the Deed of Variation is a contractual relationship between the Council and the Developer for providing the Monetary Contributions.

The **effect** of the Deed of Variation is that the Developer will provide the Monetary Contributions in the manner provided for by the Deed of Variation (as applicable).

## **6 Assessment of planning purposes and impact of the Deed of Variation on the Public**

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The planning purposes served by the Deed of Variation are the same as those set out in the Planning Agreement.

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The Deed of Variation promotes:

- (1) the public interests; and
- (2) the Objects of the Act,

in the same manner set out in the Original Planning Agreement.

## **7 Identification of how the Deed of Variation promotes the public interest**

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The Deed of Variation supports the public interest in the same manner set out in the Original Planning Agreement.

## **8 How the Deed of Variation promotes the Guiding Principles for Councils**

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The Deed of Variation promotes a number of the Guiding Principles for Councils under section 8A of the *Local Government Act 1993* (NSW), as follows:

- (1) To plan strategically, using the integrated planning and reporting framework, for the provision of effective and efficient services and regulation to meet the diverse needs of the local community.
  - (2) To act fairly, ethically and without bias in the interests of the local community
  - (3) To recognise diverse local community needs and interests.
  - (4) To have regard to the long term and cumulative effects of its decisions on future generations.
  - (5) To bear in mind that it is the custodian and trustee of public assets and to effectively plan for, account for and manage the assets for which it is responsible.
  - (6) To engage in long-term strategic planning on behalf of the local community.
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## Annexure A – Land

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Lot	DP	Owner
4	823167	Mine Owned Glencore
24	6830	Mine Owned Glencore
123	752462	Mine Owned Glencore