

Third.i Group  
Third.i Anambah Pty Ltd  
c/- Jason McIntosh – Vara Consulting  
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Dear Jason

**Re: Response to Draft Offer to Enter into Planning Agreement – Anambah Urban Release Area**

Thank you for your letter of offer dated 11<sup>th</sup> February 2025 seeking to enter into a Voluntary Planning Agreement (VPA) associated with a proposed subdivision at 559 Anambah Road Gosforth.

The letter of offer and Council's approach to VPA's within the AURA were discussed at length at our Internal Infrastructure Contributions Committee meeting. At this meeting, the Committee discussed the work being undertaken to inform the Anambah Contributions Plan and the process for assessment of the works to be included in any planning agreements whilst this work is being undertaken.

The Committee also discussed, and agreed to the following principles that should guide any VPA for the AURA. While these principles represent Council's current position, the Committee remains willing to consider well-justified alternative approaches that deliver equivalent or improved outcomes.

**1. Levy and Valuation Framework**

Council is unable to enter into a VPA on the basis that the contribution rate will be subject to any cap on development contributions. Council is currently preparing a draft development contribution plan and intends on submitting this plan to IPART for review, prior to seeking endorsement from the Minister for Planning and Public Spaces to levy above the \$30,000 threshold.

Entering into a VPA that assumes a cap would expose Council to an unacceptable funding shortfall. Any revised offer should be based on the actual cost to deliver the essential infrastructure to unlock, and support the continued, sustainable growth of the future community.

Council acknowledges that as we are pursuing an IPART reviewed contributions plan, a VPA should have regard to the relevant Ministerial Directions and Practice Notes for Local Infrastructure Contributions. This includes the scope, land valuation and infrastructure costing methods, and contingencies identified within IPART's Benchmark Costs for Local Infrastructure.

Council may, at its discretion, consider an offer that exceeds the above directions.

**2. VPA Scope and Inclusions**

Council is responsible for recreation, community facilities and local transport infrastructure to ensure AURA develops as a liveable, sustainable community.

Works or land that would ordinarily be required as conditions of development consent, such as riparian corridors, on-site drainage basins, or internal earthworks, will not be recognised within a VPA.

Any VPA should address the full range of infrastructure generated by the development consistent with what is typically included within a development contribution plan. This includes provisions for transport, open space and recreation, community facilities, and administration costs for the operation of the plan.

Council has a particular interest in the inclusion of enabling infrastructure that supports development of the broader urban release area, and securing land required for recreational purposes via the VPA process.

### **3. Offsets and Contribution Categories**

The value of any work or land can be offset only against the equivalent category. Where the verified cost of works in a category exceeds the developer's contribution liability for that category at the time a development application is determined, the excess is recorded in a ledger as a dollar credit.

If the Contributions Plan is not yet operative, the credit is held in suspense until the Plan is operational, after which retrospective liabilities are calculated, indexed and debited to the ledger. Any remaining balance is indexed quarterly (CPI) and may be applied to future DAs lodged under the same VPA, but only within the originating category.

Council may at its discretion consider temporary cross-category offsets where a secure funding pathway exists for any resulting shortfall.

### **4. Security for Delivery**

Generally, Council requires security to ensure completion of works in accordance with its adopted Voluntary Planning Agreement Policy. As a baseline, the agreement will be registered on the relevant land titles; however, registration may be supplemented (and, where timing dictates, temporarily replaced) by additional instruments proportionate to the proposed infrastructure associated with the VPA to ensure delivery is without undue risk to Council.

### **5. Transition and Governance**

Each agreement will be registered on title and limited to the stages and works it covers; subsequent stages must either enter a supplementary VPA or pay contributions under the Contribution Plan. Reimbursement will be required for Council's reasonable legal, valuation, QS and administrative costs in preparing the VPA. Detailed clauses covering defects-liability periods, dispute resolution, sunset dates and security-release triggers will be settled during drafting of the agreement, guaranteeing transparency throughout the negotiation process.

Where the Council acquires land for value under a planning agreement, the value will be the market value of the land determined in accordance with section 56 Land Acquisition (Just Terms Compensation) Act 1991 by a suitably qualified and experienced valuer who is appointed by Council and is independent of, and at arms-length from, the parties to the planning agreement

Having regard to the above principles, an assessment of the items outlined in your VPA letter of offer has been undertaken. Council's responses are summarised in the below table.

Item		Description	Council Response
1	OS1 – Local open space	Embellishment and dedication of approximately 5,201m <sup>2</sup> of local passive open space	The inclusion of this item in the VPA would be supported subject to alignment with relevant policy and assessment outcomes.
2	LR1-Local Road	Construction of approximately 2,253m <sup>2</sup> of local road fronting local open space (half road)	Consideration may be given to including that portion of the cost associated with increasing the road reserve width beyond that required for a standard local road, where such an upgrade exceeds what would typically be imposed as a condition of consent.
3	LR2-Local Road	Construction and dedication of approximately 7,268m <sup>2</sup> of local road fronting riparian corridor (half road)	Half road dedication is not considered for land fronting a riparian corridor or to address increased road widths to meet the requirements of RFS.
4	CR – Collector Road		A condition of consent would be imposed requiring this road to be constructed for the benefit of the Third.i development, rather than the broader development area. As such, the road would not be included in the contributions plan, nor considered for inclusion in the VPA.
5	SA1 – Sub Arterial Road	Construction and dedication of approximately 27,645m <sup>2</sup> of sub arterial road + roundabout	Subject to further analysis, the component for median and extra road width & roundabout may be considered in VPA
6	INT1 – Intersection	Construction of priority control intersection along Anambah Road providing entry to the development including approx. 107m of upgrades to approaches	Item is likely to be included in the Contributions Plan and therefore considered for inclusion in the VPA subject to final design and costings.
7 to 11	B1-B5 – Water quality basins	Construction and dedication of five water quality basins	Stormwater management facilities will not be included in the Contributions Plan and therefore not considered for inclusion in the VPA.
12	B6 – Combined water quality and detention basin	Construction and dedication of one combined water quantity and detention basin	As above
13	SP1 – Shared Pathway Network	Construction of 2.5m wide shared pathway network within road reserve along	Subject to further analysis may be considered for inclusion in VPA

		collector roads and fronting open space/riparian corridor land	
14	BS – Bus Stops	Construction of four bus shelters in locations agreed to with Council and bus service providers within the development site	Will be considered for inclusion in VPA
15 to 16	RC – Riparian Corridor and PP1 Pedestrian Pathway	Embellishment and dedication of approximately 45,693m2 of riparian corridor land, including two pedestrian pathways	Subject to further investigation, pedestrian pathways only may be included in agreement.

Should you wish to proceed with the VPA offer, Council will require a revised Letter of Offer that reflects the information outlined above.

If you have any questions or wish to discuss these matters further, please contact Adam Ovenden, Coordinator of City Planning at [adam.ovenden@maitland.nsw.gov.au](mailto:adam.ovenden@maitland.nsw.gov.au).

Yours sincerely



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