

COUNCIL AGENDA

GOVERNANCE COMMITTEE MEETING

5 May 2026



You are hereby notified that a **Governance Committee Meeting** of Liverpool City Council will be held at **LEVEL 11 BOARDROOM, 50 SCOTT STREET LIVERPOOL, LIVERPOOL NSW 2170** on **Tuesday, 5 May 2026** commencing at 2:00 PM.

Please note this meeting is closed to the public. The minutes will be submitted to the next Council meeting.

If you have any enquiries, please contact Council and Executive Services on 8711 7441.

A handwritten signature in black ink, appearing to read "Jason Breton".

Jason Breton

CHIEF EXECUTIVE OFFICER

Statement of Ethical Obligations

Oath or Affirmation of Office

In taking the Oath or Affirmation of Office, each Councillor has made a commitment to undertake the duties of the office of councillor in the best interests of the people of Liverpool and Liverpool City Council and that they will faithfully and impartially carry out the functions, powers, authorities and discretions vested in them under the Local Government Act 1993 or any other Act to the best of their ability and judgment.

Conflicts of Interest

A councillor who has a conflict of interest in any matter with which the council is concerned, and who is present at a meeting of the council when the matter is being considered, must disclose the interest and the nature of the interest to the meeting as soon as practicable. Both the disclosure and the nature of the interest must be recorded in the minutes of the Council meeting where the conflict of interest arises. Councillors should ensure that they are familiar with Parts 4 and 5 of the Code of Conduct in relation to their obligations to declare and manage conflicts of interests.

ORDER OF BUSINESS

PAGE TAB

Opening Meeting

- Webcasting announcement
- General recording of meeting announcement

Acknowledgment/s

Apologies and applications for a leave of absence or attendance by audio-visual link by councillors

Confirmation of Minutes (Previous meeting)

Ordinary Governance Committee Meetings Meeting held on 14 April 2026.....5

Declarations of Interest

Infrastructure and Planning Committee

| | | | |
|---------|---|-----|---|
| ITEM 01 | Contributions Planning Framework Reform Project - Quarterly Status Report | 6 | 1 |
| ITEM 02 | New Planning Agreements Policy - Project Update | 88 | 2 |
| ITEM 03 | Liverpool Development Control Plan 2008 Reform - Project Update | 160 | 3 |

Budget Committee

| | | | |
|---------|-----------------------------------|-----|---|
| ITEM 04 | Finance Report - March 2026 | 164 | 4 |
|---------|-----------------------------------|-----|---|

Strategic Priorities Committee

| | | | |
|---------|---|-----|---|
| ITEM 05 | Update to Liverpool 2050 | 168 | 5 |
| ITEM 06 | Media Policy and Proposed Campaigns | 173 | 6 |

Strategic Performance Committee

NIL

Conclusion of the meeting



**MINUTES OF THE GOVERNANCE COMMITTEE MEETING
HELD ON 14 APRIL 2026**

The Governance Committee meeting was cancelled due to no quorum.

<Signature>

Name: Ned Mannoun

Title: Mayor

Date: 5 May 2026

I have authorised a stamp bearing my signature to be affixed to the pages of the Minutes of the Council Meeting held on 14 April 2026. I confirm that Council has adopted these Minutes as a true and accurate record of the meeting.

ITEM 01

**Contributions Planning Framework Reform
Project - Quarterly Status Report**

| | |
|----------------------------|---|
| Strategic Objective | Visionary, Leading, Responsible Position Council as an industry leader that plans and delivers services for a growing city |
| File Ref | 113845.2026 |
| Report By | Michael Stephen - Contributions Planning Officer |
| Approved By | Lina Kakish - Director Planning & Design |

EXECUTIVE SUMMARY

Under existing conditions, Council’s Contributions Planning Framework comprises seven (7) “in force” Contributions Plans that apply to development proposals across the Local Government Area (LGA). Analysis has shown however that a portion of the existing Framework no longer aligns with Council’s infrastructure priorities.

Furthermore, the development yields and/or trends that informed the Plans at the time of their preparation are either no longer applicable or have shifted to such an extent that the contributions being collected are not sufficient to deliver the identified Plan initiatives. In combination, this is placing financial and asset delivery risks onto Council, and reputational risk to our growing communities.

To address this issue, at the Governance Committee Meeting (GCM) on 9 July 2024 Council endorsed:

- the phased reform of Council’s Contributions Planning Framework to ensure consistency with industry best practice and provide the financial stability required to fund the essential infrastructure and services our growing communities need; and
- to receive quarterly updates on the progress of the program to transform Council’s Contributions Planning Framework.

A copy of the Committee Report is provided in **Attachment 1**.

This Report provides a quarterly update on the Contributions Planning Framework Reform Project (“Reform Project”).

RECOMMENDATION

That the Governance Committee receives and notes this Report.

REPORT

A phased approach has been adopted for the Reform Project, with the initial focus (Phase 1) being on the review and reform of the *Liverpool Contributions Plan 2009*, *Liverpool Contributions Plan 2018 – Established Areas*; and *Liverpool Contributions Plan 2018 – Liverpool City Centre*. Later stages of the project will focus on the following:

- Growth Areas Contributions Plans including the *Liverpool Contributions Plan 2021 – East Leppington*, *Liverpool Contributions Plan 2021 – Austral and Leppington North* and *Liverpool Contributions Plan 2008 – Edmondson Park*;
- Preparation of a corresponding Section 7.11 Contributions Plan for the Aerotropolis Precinct; and
- Preparation of a 7.11 or 7.12 Contributions Plan in relation to the Moore Point Planning Proposal.

Phase 1 of the Reform Project is anticipated for completion by the end of 2026/27 Financial Year.

Progress Update

Since the previous update provided at the October 2025 GCM, Council has finalised one technical study – Demographic Forecasting and Analysis for the catchments covered by the Phase 1 Contributions Plans (**Attachment 2**), with a further technical study “in flight” – Open Space and Social Infrastructure Assessment – and two more technical studies – Transport and Drainage Infrastructure Assessments – about to commence.

Collectively, these technical studies represent critical inputs for the reform of the Phase 1 Contributions Plans and ensure the updated Plans will be underpinned by robust, contemporary evidence and aligned with Council’s infrastructure priorities.

FINANCIAL IMPLICATIONS

There are no financial implications relating to this recommendation.

CONSIDERATIONS

| | |
|-------------------------|---|
| Economic | <p>Deliver and maintain a range of transport related infrastructure such as footpaths, bus shelters and bikeways.</p> <p>Deliver a high-quality local road system including provision and maintenance of infrastructure and management of traffic issues.</p> <p>Facilitate economic development.</p> |
| Environment | <p>Protect, enhance and maintain areas of endangered ecological communities and high-quality bushland as part of an attractive mix of land uses.</p> <p>Support the delivery of a range of transport options.</p> |
| Social | <p>Preserve and maintain heritage, both landscape and cultural as urban development takes place.</p> <p>Regulate for a mix of housing types that responds to different population groups such as young families and older people.</p> |
| Civic Leadership | <p>Operate a well-developed governance system that demonstrates accountability, transparency and ethical conduct.</p> |
| Legislative | <p><i>Environmental Planning and Assessment Act 1979 (EP&A Act)</i></p> <p><i>Environmental Planning and Assessment Regulation 2021 (EPAR)</i></p> |
| Risk | <p>The risk is deemed to be Low.</p> |

ATTACHMENTS

1. Attachment 1 - Contributions Planning Framework Reform Project - GCM Report - 9 July 2024
2. Attachment 2 - Demographic Forecasting and Analysis Report t

| | |
|---------------|---|
| IPC 01 | Reform of Council's Contributions Planning Framework |
|---------------|---|

| | |
|----------------------------|---|
| Strategic Objective | Visionary, Leading, Responsible Position Council as an industry leader that plans and delivers services for a growing city |
| File Ref | 175188.2024 |
| Report By | Claire Scott - Coordinator Contributions Planning |
| Approved By | Lina Kakish - Director Planning & Compliance |

EXECUTIVE SUMMARY

This Report is to inform Council on a proposed program to transform Council's Contributions Planning Framework that applies to lands within the Liverpool Local Government Area (LGA).

Under existing conditions, Council's Contributions Planning Framework comprises six (6) "in force" Contributions Plans that apply to development proposals across the LGA. Analysis has shown however that a portion of the existing Framework no longer aligns with Council's infrastructure priorities.

Furthermore, the development yields and/or trends that informed the Plans at the time of their preparation are either no longer applicable or have shifted to such an extent that the contributions being collected are not sufficient to deliver the identified Plan initiatives. In combination, this is placing financial and asset delivery risks onto Council, and reputational risk to our growing communities.

To address this issue, City Planning will commence work on a program to transform Council's Contributions Planning Framework to ensure consistency with industry best practice, effectively meets the infrastructure and services needs of our growing communities, and provides the financial stability required to fund the essential infrastructure and services.

RECOMMENDATION

That the Governance Committee meeting

1. Receives and notes this Report.
2. Notes the phased approach to the transformation program of Council's Contributions Planning Framework, with the initial phase (Phase 1) focusing on the review and reform of the *Liverpool Contributions Plan 2009*, *Liverpool Contributions Plan 2018 – Established Areas*, and *Liverpool Contributions Plan 2018 – Liverpool City Centre*.
3. Receives quarterly updates on the progress of the program to transform Council's Contributions Planning Framework.

REPORT

Background

Liverpool City Council has applied developer contributions since 1992, with the first Contributions Plans focused on individual catchment areas such as Green Valley / Hinchinbrook, Casula East, Casula West, Cecil Hills, and Wattle Grove.

Developer contributions are charged by Council when new development occurs. Once collected, contributions help fund essential infrastructure like parks, community facilities, local roads, footpaths, stormwater drainage and traffic management.

As growth accelerated across the LGA, former Plans were consolidated, and new Plans created to effectively manage the provision of infrastructure necessitated by new development proposals.

Under existing conditions, Council currently has six (6) "in force" Contributions Plans that apply to development proposals across the LGA. However, previous repealed Plans (shown in italics below) may still be in operation via Development Application Consent Conditions. Rates collected under repealed Plans are allocated against initiatives in the current Contribution Plans, as incomplete works were carried forward into these Plans.

- Liverpool Contributions Plan 2008 – Edmondson Park
- Liverpool Contributions Plan 2009
 - *Former Liverpool Contributions Plan 2001*
 - *Former multiple – 'Plan 1 – 12'*
 - *Rural areas*
- Liverpool Contributions Plan 2014 – East Leppington

- Soon to be repealed and replaced by the IPART-reviewed *Liverpool Contributions Plan 2021 – East Leppington*
- Liverpool Contributions Plan 2018 – Liverpool City Centre
 - *Former Liverpool City Centre 2007*
 - *Former Liverpool City Centre 2001*
- Liverpool Contributions Plan 2018 – Established Areas
 - *Former Plan 10 – Established Areas*
 - *Former Plan 11 – City-wide Infrastructure*
- Liverpool Contributions Plan 2021 – Austral and Leppington North
 - *Liverpool Contributions Plan 2014 – Austral and Leppington North*

Council does however have an additional draft Contributions Plan (s7.12) for the Aerotropolis Precinct that is currently awaiting approval from the NSW Minister for Planning and Public Spaces. Being a Section 7.12 Plan, the Plan is considered an interim plan to allow preliminary development to occur within the Aerotropolis Precinct.

It is acknowledged by both Council and the Department of Planning, Housing and Infrastructure (DPHI) that upon Ministerial approval of the draft Aerotropolis (s7.12) Contributions Plan, work will need to commence on the preparation of a corresponding Section 7.11 Contributions Plan for the Aerotropolis Precinct.

Section 7.11 Contributions v Section 7.12 Contributions

Local infrastructure contributions can be collected via two distinct funding pathways – Section 7.11 contributions and Section 7.12 contributions. Detail on the differences between these two funding pathways is provided in Table 1.

Table 1 – Differences between Section 7.11 and Section 7.12 contributions

INFRASTRUCTURE AND PLANNING COMMITTEE REPORT

| Section 7.11 Contributions | Section 7.12 Contributions |
|--|--|
| <p>Charged where there is a clear nexus between the development proposal and the infrastructure to be funded.</p> <p>Councils prepare Section 7.11 Contributions Plans that clearly articulates what infrastructure will be provided and approximately how much it will cost. This is used to calculate a contribution rate, usually charged per dwelling or per square metre.</p> <p>Importantly, Councils that want to charge a contribution rate above the threshold set by the Minister for Planning and Public Spaces must submit their Plans to the Independent Pricing and Regulatory Tribunal (IPART) for an independent review.</p> <p>Upon completion of the independent review, the IPART subsequently forwards their recommendations to the Minister for Planning and Public Spaces for consideration and approval. Upon Ministerial approval, Council must amend the draft Section 7.11 Contributions Plan in line with the Ministerial approval and seek Council endorsement to make the changes operational.</p> <p>Once submitted to the IPART for review, IPART-reviewed Section 7.11 Contributions Plans typically take 18-24 months to enact.</p> <p>Section 7.11 was previously known as Section 94.</p> | <p>Charged as a percentage of the estimated cost of the development proposal. The maximum percentage that can be charged in most areas is 1%.</p> <p>To seek a higher rate above the 1% threshold, Councils must submit their Section 7.12 Contributions Plans to the Minister for Planning and Public Spaces for a review. If supported and approved by the Minister, Council must amend the draft Section 7.12 Contributions Plan in line with the Ministerial approval and seek Council endorsement to make the changes operational.</p> <p>Section 7.12 was previously known as section 94A.</p> |

Case for Contributions Planning Framework Reform

City Planning commissioned a desktop audit of Council's current Contributions Planning Framework to ascertain the suitability of Framework to effectively fund, and support delivery of, essential infrastructure and services associated with ongoing development growth across the LGA.

In essence, the audit identified that a significant portion of Council's current Contributions Planning Framework is considered outdated in so far that they no longer align to current strategies, policies and environmental plans.

Furthermore, development yields and/or trends that informed the Plans at the time of preparation are either no longer applicable or have shifted to such an extent that the contributions being collected are not sufficient to deliver the identified Plan initiatives.

Specifically, the audit highlighted that:

- Council's Growth Areas are currently facing a significant shortfall in financing the listed land and works program;
- Contributions Plans for the Liverpool City Centre and Established Areas include items that no longer align to the development of the area or vision of Council and the community; and
- Items under the Section 7.12 Contributions Plans are severely underestimated in their costs, making it difficult to achieve their delivery.

In combination, this is placing financial and asset delivery risks onto Council, and reputational risk to our growing communities.

To address this issue, City Planning will commence work on a program to transform Council's Contributions Planning Framework to ensure consistency with industry best practice, effectively meets the infrastructure and services needs of our growing communities, and provides the financial stability required to fund the essential infrastructure and services.

Next Steps

It is proposed to adopt a phased approach for the transformation program, with the initial focus (Phase 1) being on the review and reform of the *Liverpool Contributions Plan 2009*, *Liverpool Contributions Plan 2018 – Established Areas*, and *Liverpool Contributions Plan 2018 – Liverpool City Centre*.

Subsequent phases of the program will focus on the:

INFRASTRUCTURE AND PLANNING COMMITTEE REPORT

- Consolidation of the soon-to-be endorsed *Liverpool Contributions Plan 2021 – East Leppington*, the *Liverpool Contributions Plan 2021 – Austral and Leppington North* and the *Liverpool Contributions Plan 2008 – Edmondson Park* into a single Section 7.11 Contributions Plan; and
- Preparation of a corresponding Section 7.11 Contributions Plan for the Aerotropolis Precinct.

Phase 1 of the transformation program is anticipated to take up to two (2) years to complete. Timelines may be shortened however if corresponding reviews by the IPART and the Minister for Planning and Public Spaces are expedited.

Under this proposal, at the conclusion of the transformation program Council would potentially have six (6) or seven (7) Contributions Plans in operation across the LGA. As a 'Growth' Council with fragmented rural lands, this is a favorable outcome when compared with the our following neighbouring LGAs:

- Blacktown City Council – 16 Contributions Plans, as well as VPA's for urban release / growth areas;
- Penrith City Council – 13 Contributions Plans, 2 draft Section 7.11 Contributions Plans with IPART and 1 draft Section 7.12 Contributions Plan with the Minister for Planning and Public Spaces; and
- Camden Council – Five (5) Contributions Plans (one Plan covers three growth precincts (South West Growth SEPP) and noting that Camden has single precinct ownership (VPA's for urban release / growth areas).

FINANCIAL IMPLICATIONS

To ensure the success of the transformation program, Council must allocate the necessary resourcing as a priority. Apart from financial resourcing, Contributions Plans require extensive strategic planning input to support and justify the need and demand for infrastructure, especially if the Plans are to be subject to IPART and Ministerial reviews.

Internal resourcing of Phase 1 of the program is expected to be fully funded from existing contributions levies applied under existing Section 7.11 Contributions Plans in operation (i.e. administration levy).

The engagement of Consultants to support gaps in the strategic planning analysis underpinning the transformation program will be funded from City Planning 'Consultancies' funds in Council's 2024/25 OPEX budget.

Should additional funding be required, a further Report will be prepared and referred to Council for consideration at a future Ordinary Meeting of Council.

CONSIDERATIONS

| | |
|-------------------------|--|
| Economic | <p>Further develop a commercial centre that accommodates a variety of employment opportunities.</p> <p>Deliver and maintain a range of transport related infrastructure such as footpaths, bus shelters and bikeways.</p> <p>Provide efficient parking for the City Centre.</p> |
| Environment | <p>Manage the environmental health of waterways.</p> <p>Protect, enhance and maintain areas of endangered ecological communities and high-quality bushland as part of an attractive mix of land uses.</p> <p>Raise community awareness and support action in relation to environmental issues.</p> <p>Promote an integrated and user-friendly public transport service.</p> <p>Support the delivery of a range of transport options.</p> |
| Social | <p>Raise awareness in the community about the available services and facilities.</p> <p>Preserve and maintain heritage, both landscape and cultural as urban development takes place.</p> <p>Regulate for a mix of housing types that responds to different population groups such as young families and older people.</p> |
| Civic Leadership | <p>Provide information about Council's services, roles and decision-making processes.</p> <p>Deliver services that are customer focused.</p> <p>Operate a well-developed governance system that demonstrates accountability, transparency and ethical conduct.</p> <p>Actively advocate for federal and state government support, funding and services.</p> |
| Legislative | Environmental Planning and Assessment Act |
| Risk | <p>The risk is deemed to be High.</p> <p>Contribution Plan caused by underfunded asset delivery resulting in significant funding shortfall in project delivery. The risk is considered outside Council's risk appetite.</p> |

ATTACHMENTS

Nil

Liverpool Growth Forecasts

Established Areas



Prepared for:
Liverpool City Council
20 January 2026





Acknowledgment of Country

HillPDA acknowledges the Traditional Custodians of Country throughout Australia and their continuing connection to land, waters, culture, and community.

We acknowledge the Gadigal people of the Eora Nation and Wurundjeri Woi-wurrung and Bunurong / Boon Wurrung peoples of the Kulin Nation, the traditional owners of the land on which this report is prepared, and we show our respect for elders' past and present.

Disclaimer

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Analysis current as at December 2025.

Quality assurance

This document is for discussion purposes only unless finalised and approved by a Principal of HillPDA.

| Version | Date | Prepared by | Reviewed by | Approved by |
|-----------------|-----------|-------------|-------------|-------------|
| Draft 1 | 20 Jan 26 | Sam Stone | Adrian Hack | Adrian Hack |
| Final (ex maps) | 25 Feb 26 | Sam Stone | Adrian Hack | Sam Stone |
| | | | | |



CONTENTS

| | |
|--|-----------|
| Executive summary | 6 |
| 1.1 Purpose | 6 |
| 1.2 Method | 6 |
| 1.3 Key Findings | 7 |
| 2.0 Introduction | 10 |
| 2.1 Study Areas | 10 |
| 3.0 Demographic background | 12 |
| 4.0 LGA-Wide Growth..... | 14 |
| 4.1 Demographics | 14 |
| 4.2 NSW Common Planning Assumptions | 14 |
| 4.3 Transport for NSW | 15 |
| 4.4 Forecst.ID | 15 |
| 4.5 Why is the DPHI projection significantly higher? | 18 |
| 4.6 What it means for Liverpool's established areas | 19 |
| 4.7 Planning Policy | 20 |
| 4.8 Growth | 26 |
| 4.9 Bradfield and Greenfield Growth Areas | 28 |
| 5.0 Development viability..... | 30 |
| 5.1 Dwelling Typology | 30 |
| 5.2 Market review..... | 31 |
| 5.3 Feasibility | 35 |
| 5.4 Affordability | 38 |
| 5.5 Future Trends..... | 40 |
| 6.0 HillPDA Forecast | 42 |
| 6.1 Growth typology framework | 42 |
| 6.2 Overall Growth..... | 47 |
| 6.3 Estimated Growth | 49 |
| 6.4 Non-private dwellings | 50 |
| 7.0 Conclusion..... | 56 |
| 7.1 Forecasts | 56 |
| 7.2 Next Steps | 56 |
| APPENDIX A : Moore point | 58 |
| APPENDIX B : Mannix Parade | 62 |
| APPENDIX C : Maps | 65 |



Tables

| | |
|---|----|
| Table 1 Dwelling growth by suburb..... | 7 |
| Table 2 Summary population increase..... | 9 |
| Table 3 DPHI Population Change Drivers | 14 |
| Table 4 Transport for NSW TZP Population Growth..... | 15 |
| Table 5 Forecast.ID population forecast | 16 |
| Table 6 Forecast.ID components of growth | 17 |
| Table 7 Forecast.ID Dwelling Growth by Small Area | 17 |
| Table 8 Net Migration DPHI versus Forecast.id..... | 18 |
| Table 9 Natural increase in population | 19 |
| Table 10 Population in the LGA..... | 19 |
| Table 11 Population Growth in each time period in the LGA..... | 19 |
| Table 12 Population growth in greenfield growth areas in the LGA | 19 |
| Table 13 Population growth in the established areas of the LGA and Liverpool CBD | 19 |
| Table 14 Growth differences by area | 20 |
| Table 15 Liverpool Centre Hierarchy..... | 25 |
| Table 16 Western Sydney Project Pipeline | 27 |
| Table 17 Cordell Connect Residential Apartment Projects by Suburb | 28 |
| Table 18 Planning and Development Horizons for Bradfield | 28 |
| Table 19 NSW Dwelling Projections in South West Growth Area Structure Plan..... | 29 |
| Table 20 Dwelling Typology FSR and lot widths for low density development | 30 |
| Table 21 Dwelling Typology FSR and lot widths for medium density development | 31 |
| Table 22 House Price Summary Statistics by Suburb (Nov 2025)..... | 32 |
| Table 23 House Price Sale Band | 32 |
| Table 24 Unit Price Summary Statistics by Suburb (Nov 2025) | 33 |
| Table 25 Number of sales by \$/unit sale price in the LGA | 34 |
| Table 26 Number of sales by \$/sqm price band in the LGA | 34 |
| Table 27 Feasibility Assumptions for 75sqm apartment | 36 |
| Table 28 Suburb General Viability..... | 37 |
| Table 29 Portion and number of household earning more than \$104,000 per annum that can service mortgage at specific price bands..... | 39 |
| Table 30 Median price growth for the suburb for 10 years to November 2025 | 40 |
| Table 31 WT Escalation Expectations..... | 41 |
| Table 32 Growth typology framework | 42 |
| Table 33 Portion of dwellings occupied | 43 |
| Table 34 Residential lots by lot size and FSR | 47 |
| Table 35 Estimated growth | 49 |
| Table 36 Estimated net increase in population at 5 year intervals. | 50 |
| Table 37 Count of non-private dwellings in Liverpool LGA | 50 |
| Table 38 Number of residents in non-private dwellings in Liverpool LGA by suburb | 51 |
| Table 39 Aged care in Liverpool LGA Established Suburbs..... | 51 |
| Table 40 Gen Aged Care Provider List | 52 |
| Table 41 TFNSW Non Private Dwelling Forecast | 54 |
| Table 42 CP 2018 Established Forecast | 56 |



| | |
|---|----|
| Table 43 CP 2009 Forecast | 56 |
| Table 44 CP 2018 City Centre Forecast | 56 |

Figures

| | |
|--|----|
| Figure 1 Region Map | 10 |
| Figure 2 Liverpool LGA Population Forecast | 14 |
| Figure 3 Forecast dwelling completions by Forecast.ID areas | 16 |
| Figure 4 High growth capacity housing areas..... | 21 |
| Figure 5 LSPS Major Housing Growth Areas Projection | 22 |
| Figure 6 Liverpool LGA Structure Plan..... | 23 |
| Figure 7 Liverpool CBD area | 24 |
| Figure 8 DA Pattern..... | 27 |
| Figure 9 Number of units sold for within \$/sqm price band by suburb | 35 |
| Figure 10 Occupancy per dwelling based on dwelling type and suburb | 43 |
| Figure 11 Tenure type of all dwellings by suburb | 44 |
| Figure 11 Detached dwellings Tenure type by suburb | 45 |
| Figure 11 Strata dwellings tenure type by suburb | 46 |
| Figure 12 Suburb Capacity Model | 48 |



EXECUTIVE SUMMARY

1.1 Purpose

Liverpool City Council commissioned this study to provide a clear and practical forecast of dwelling and population growth to support the review and implementation of its Contribution Plans. The study covers:

- CP 2018 – which generally covers most of the older established suburbs east of the M7
- CP 2018 – which covers the City Centre
- CP 2009 which covers rural areas and the more recently developed suburbs of Hoxton Park, West Hoxton, Horningsea Park, Prestons, Cecil Hills, Elizabeth Hills

The study sets out how much residential development is likely to occur, where it is expected to take place, and when it is likely to be delivered. It provides Council with a sound evidence base to plan infrastructure, sequence investment, and manage development contributions over time.

The focus of the study is on deliverable growth. It translates planning controls, market conditions, and development feasibility into realistic assumptions about future housing supply and population change. This ensures that Contribution Plan assumptions align with development.

1.2 Method

This study estimates future dwelling and population growth using a deliverable, development-led approach aligned to Council's Contribution Plans.

The methodology follows four steps described as follows.

1.2.1 Step 1: Establish LGA-wide population and housing context

LGA-wide population growth expectations were informed by NSW Government Common Planning Assumptions and Forecast.ID, which apply cohort-component modelling to project population change based on fertility, mortality, and migration. These sources provide a robust view of overall population growth for Liverpool and the broader NSW context.

Liverpool LGA's significant growth has been migration driven into greenfield growth areas, as migration is driven by supply, HillPDA complete a high-level assessment of growth allocation to greenfield areas and then considered residual population growth in the established areas. This was informed by forecasts and policy review.

At this scale, the analysis considers how projected population growth is distributed between greenfield growth areas, strategic precincts, and established urban areas, reflecting existing planning frameworks and development patterns.

1.2.2 Step 2: Identify realistic dwelling capacity in established areas

Within the established urban areas covered by the Contribution Plans, the study assesses realistic dwelling capacity based on zoning, development controls, lot sizes, feasibility, market conditions, and observed redevelopment activity. At this scale, population change is driven primarily by the supply and timing of new dwellings rather than broader migration trends.



1.2.3 Step 3: Stage dwelling delivery over time

Dwelling delivery is staged into five-year periods from a 2025 base year. Phasing reflects how development occurs in practice, with gradual delivery in the early years, stronger delivery as renewal conditions mature, and continued delivery beyond 2045.

1.2.4 Step 4: Convert dwellings to population outcomes

Population outcomes are derived by applying household size assumptions by growth type and period, together with a consistent occupancy rate. This is based on demographic analysis of future growth trends, linking population growth directly to dwelling delivery and supports infrastructure planning at the Contribution Plan level.

1.3 Key Findings

1.3.1 Dwelling Growth

The study projects approximately 8,540 additional dwellings across the study area over the long term. The forecast by suburb is provided in the table immediately below:

Table 1 Dwelling growth by suburb

| Suburb | Total Additional Dwellings | 2026 | 2031 | 2041 | 2046 | Post 2046 |
|------------------|----------------------------|-------|-------|-------|-------|-----------|
| Ashcroft | 100 | 10 | 20 | 35 | 25 | 10 |
| Busby | 100 | 10 | 20 | 35 | 25 | 10 |
| Carnes Hill | 20 | 2 | 3 | 7 | 5 | 3 |
| Cartwright | 500 | 25 | 75 | 175 | 125 | 100 |
| Casula | 500 | 75 | 125 | 175 | 85 | 40 |
| Cecil Hills | 500 | 25 | 75 | 175 | 125 | 100 |
| Chipping Norton | 500 | 25 | 75 | 175 | 125 | 100 |
| Denham Court | 0 | 0 | 0 | 0 | 0 | 0 |
| Elizabeth Hills | 25 | 3 | 5 | 8 | 5 | 4 |
| Green Valley | 250 | 15 | 45 | 85 | 60 | 45 |
| Heckenberg | 150 | 10 | 25 | 50 | 40 | 25 |
| Hammondville | 50 | 5 | 10 | 15 | 10 | 10 |
| Hinchinbrook | 250 | 15 | 45 | 85 | 60 | 45 |
| Holsworthy | 50 | 5 | 10 | 15 | 10 | 10 |
| Hoxton Park | 85 | 5 | 15 | 30 | 20 | 15 |
| Horningsea Park | 25 | 3 | 5 | 8 | 5 | 4 |
| Liverpool | 3,600 | 720 | 1,080 | 900 | 540 | 360 |
| Lurnea | 100 | 10 | 20 | 35 | 25 | 10 |
| Middleton Grange | 25 | 3 | 5 | 8 | 5 | 4 |
| Miller | 380 | 20 | 60 | 135 | 95 | 70 |
| Moorebank* | 180 | 15 | 30 | 60 | 45 | 30 |
| Moore Point | 10,742 | 400 | 1,500 | 1,750 | 2,000 | 5,092 |
| Mount Pritchard | 25 | 3 | 5 | 8 | 5 | 4 |
| Prestons | 200 | 10 | 35 | 70 | 45 | 40 |
| Sadleir | 100 | 10 | 20 | 35 | 25 | 10 |
| Warwick Farm** | 600 | 90 | 180 | 150 | 120 | 60 |
| Mannix Parade | 672 | 163 | 406 | 103 | 0 | 0 |
| Wattle Grove | 200 | 10 | 35 | 70 | 45 | 40 |
| West Hoxton | 25 | 3 | 5 | 8 | 5 | 4 |
| Total | 19,954 | 1,690 | 3,934 | 4,405 | 3,680 | 6,245 |

*Excluding Moore Point

** Excluding Mannix Parade



Growth is distributed across the Contribution Plan areas as follows:

- CP 2018 – Established Areas: approximately 4,235 dwellings
- CP 2018 – City Centre: approximately 3,600 dwellings
- CP 2009 – Newer areas: approximately 705 dwellings

The distribution of growth reflects the differing roles and development patterns of each area:

- CP 2018 – Established Areas accommodates the largest share of growth through gradual renewal, dual occupancies, small-scale redevelopment, and targeted estate renewal. Delivery is modest in the early years as renewal activity emerges incrementally. Delivery accelerates from the early 2030s as housing stock ages, redevelopment conditions improve, and renewal activity becomes more widespread. A substantial share of capacity remains beyond 2041, reflecting the long-term nature of change in established suburbs.
- CP 2018 – City Centre accommodates higher-density development concentrated in a smaller geographic area. Delivery occurs earlier in the City Centre compared to established suburban areas, reflecting existing zoning and development capacity. Delivery moderates over time as remaining sites become more complex and market conditions influence feasibility. With the exception of Moore Point, which has substantial growth capacity.
- CP 2009 accommodates limited additional growth consistent with its lower-density suburban character. Delivery occurs gradually, with most growth occurring from the mid-2030s onwards. This reflects the small-scale nature of redevelopment opportunities and the limited scope for change under existing planning controls.

These figures reflect development that is expected to occur within areas directly relevant to Council's Contribution Plans. Greenfield precincts and Moore Point are excluded. Moore Point would likely be subject to a voluntary planning agreement (VPA) if it progresses.

1.3.2 Population Outcomes

Liverpool's broader population increase has been driven by net migration into the LGA, in greenfield areas. The established areas typically will not benefit from net migration, as net migration is driven by new dwelling supply.

The study applies:

- household sizes by growth typology and time period
- a consistent 95.4 per cent occupancy rate across all areas

These assumptions reflect observed household patterns across Liverpool and Greater Sydney:

- smaller households in higher-density areas
- larger households in established suburban areas, particularly in earlier periods
- gradual long-term change in household composition

Population outcomes therefore respond to both dwelling delivery and household structure.

Applying household size assumptions from Table 7 (Section 6.1.4) and a consistent 95.4 per cent occupancy rate, the forecast equates to approximately 19,600 additional residents over the long term.

Population outcomes vary by location and dwelling type. Higher-density areas support smaller households, while established suburban areas accommodate larger households, particularly in the earlier years of the forecast.



1.3.3 Timing and Delivery

The timing reflects a slower initial take-up due to current feasibility challenges and competition from greenfield areas. As the typical feasibility improves and market depth grows, we see an increase in dwelling supply, and consequently population.

Table 2 Summary population increase

| Metric | 2026 | 2031 | 2041 | 2046 | Ultimate | Total Growth |
|-----------------------|-------|-------|-------|-------|----------|--------------|
| Dwellings | 1,127 | 2,028 | 2,552 | 1,680 | 1,153 | 8,540 |
| Population (persons)* | 3,637 | 8,338 | 9,559 | 7,753 | 12,767 | 42,055 |
| Persons in NPD | 409 | 413 | 357 | 375 | 299 | 1,853 |
| Total Persons | 4,046 | 8,751 | 9,916 | 8,128 | 13,066 | 43,908 |

* Note this applies to the population in new dwellings.



2.0 INTRODUCTION

Liverpool City Council commissioned this study to update and refine population and dwelling forecasts for the areas covered by its established Contribution Plans. The primary purpose is to ensure that development contributions are informed by contemporary evidence on growth patterns, development capacity, and demographic change.

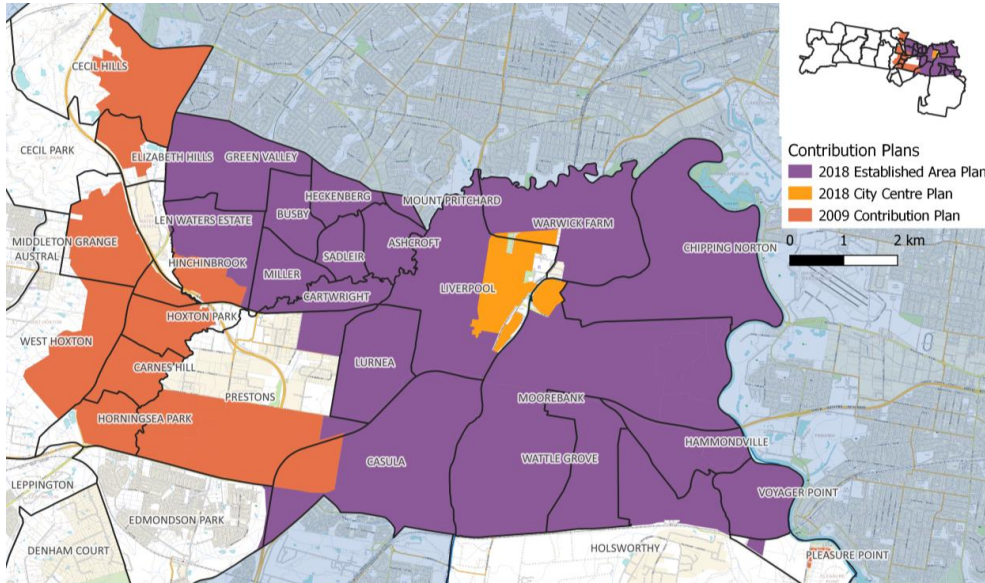
Contribution Plans play a critical role in funding local infrastructure such as roads, open space, community facilities, drainage, and transport improvements. If population and dwelling assumptions are not aligned with real development outcomes, there is a risk of infrastructure shortfalls, mis-timed delivery, or inequitable cost recovery.

This study responds to those challenges by delivering a detailed, spatially explicit forecasting framework that aligns land-use capacity, market delivery, and demographic outcomes.

2.1 Study Areas

The study covers three Contribution Plan areas with distinct urban characteristics. The analysis also considers the broader Liverpool LGA context to ensure that forecasts appropriately reflect cross-boundary influences such as transport corridors, strategic centres, and adjacent growth areas.

Figure 1 Region Map



2.1.1 Contribution Plan 2018 City Centre

Liverpool CBD and surrounding high-density precincts characterised by mixed-use development, apartment delivery, and strong access to transport and employment. This includes the CBD and Moore Point.



2.1.2 Contribution Plan 2018 – Established Areas

This generally covers land to the east of the M7. This includes Established residential suburbs including Warwick Farm, Casula, Lurnea, Ashcroft, Busby, Miller, Green Valley, Hinchinbrook, Holsworthy, Hammondville and surrounding precincts, where growth is driven primarily by infill, redevelopment, and incremental densification.

Not all areas east of the M7 are covered by this plan.

2.1.3 Contribution Plan 2009 Area

This covers a combination of rural areas and more recent subdivision areas including Hoxton Park, West Hoxton, Horningsea Park, Prestons, Cecil Hills, Elizabeth Hills. The plan also covers rural areas such as Denham Court and Greendale. The focus of the plan is to capture residual development contributions.

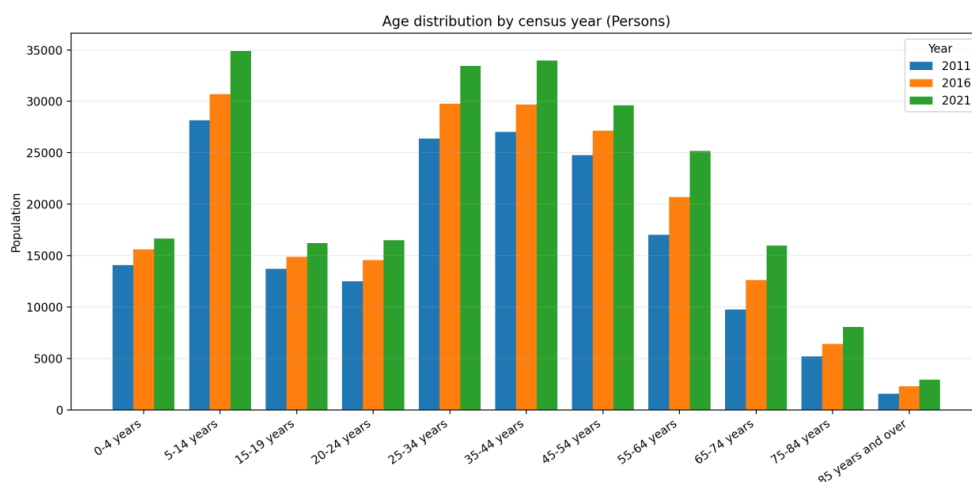
2.1.4 Out of scope

This does not capture any of the greenfield growth areas including, Edmondson Park, Austral, Leppington North and Bradfield.

3.0 DEMOGRAPHIC BACKGROUND

This section provides a background of some of the key demographics for Liverpool which has helped inform the demographic baseline:

- Population grew at rate of 2.63% per annum, increasing from 180,000 to 233,000 from 2011 to 2021
- Median age increased slightly from 33 to 34



Source: ABS Census, 2021

- The average household size has been constant at 3.2. There has been a slight reduction in average household size in apartments and attached dwellings, but also a slight increase in detached dwellings. Overall, there is not a clear trend.

| | 2011 | 2016 | 2021 |
|-----------|------|------|------|
| Detached | 3.34 | 3.42 | 3.37 |
| Attached | 2.81 | 2.72 | 2.69 |
| Apartment | 2.24 | 2.30 | 2.19 |
| Average | 3.13 | 3.19 | 3.11 |

Source: ABS Census 2021

- Fertility is falling and child rearing is delayed with women aged 15 to 50 having fewer children, reducing from 1.24 children per woman to 1.16.

| Year | 15-19 years | 20-24 years | 25-29 years | 30-34 years | 35-39 years | 40-44 years | 45-49 years | Average |
|------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|---------|
| 2011 | 0.02 | 0.21 | 0.72 | 1.48 | 1.93 | 2.09 | 2.15 | 1.24 |
| 2016 | 0.01 | 0.17 | 0.65 | 1.35 | 1.89 | 2.10 | 2.10 | 1.19 |
| 2021 | 0.01 | 0.12 | 0.54 | 1.27 | 1.81 | 2.09 | 2.16 | 1.16 |

Source: ABS Census 2021



- Population growth has been driven by migration, 77,413 or about 38% lived at a different address than 5 years ago.
- There has been strong growth in dwellings. Most new dwellings have been detached dwellings but apartments share of total dwellings increased from 14% to 17%. Detached dwellings still make up 72% of housing stock falling from 74% of housing stock. Attached or Semi-Detached dwellings have reduced in prevalence from 12% to 10%.

| | 2011 | 2016 | 2021 | Growth | CAGR |
|--------------|---------------|---------------|---------------|------------|--------------|
| Detached | 41,969 | 46,492 | 52,836 | 26% | 2.59% |
| Attached | 6,662 | 6,679 | 7,584 | 14% | 1.38% |
| Apartments | 7,689 | 9,219 | 12,566 | 63% | 6.34% |
| TOTAL | 56,320 | 62,390 | 72,986 | 30% | 1.30% |

Source: ABS Census 2021



4.0 LGA-WIDE GROWTH

The LGA-wide growth applies cohort-component models to determine the potential population growth in the LGA, and then allocates growth between geographical areas based on planning policies.

4.1 Demographics

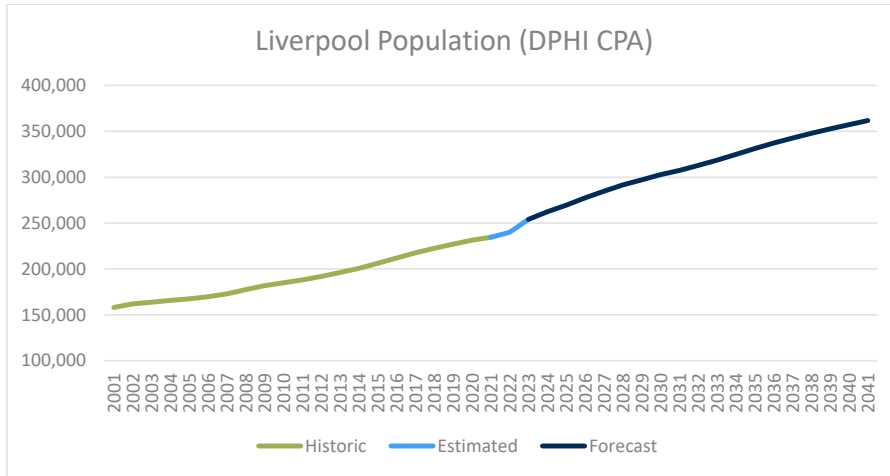
HillPDA has considered population forecasts by DPHI and Forecast.ID which utilise a cohort-component model. These models examine the different elements that impact population growth including natural increase (births and deaths) and migration.

This model works well for estimating populations across broad geographies. It is limited when looking at smaller geographies, such as suburbs within a city, because the portion of growth to migration between suburbs is mainly impacted by housing supply.

4.2 NSW Common Planning Assumptions

The NSW Common Planning Assumptions are the baseline for planning in NSW. They project Liverpool reaching a population of 362,000 by 2041. This implies a growth rate of approximately 2.3% per annum.

Figure 2 Liverpool LGA Population Forecast



Source: DPHI NSW Population Projections

The NSW 2024 Population Projections utilise a standard cohort-component model: start with a base population by age/sex, then age cohorts forward each year while applying age-specific fertility, mortality and migration assumptions. The table below reviews some of the key drivers.

Table 3 DPHI Population Change Drivers

| Driver of population change | Assumption |
|-----------------------------------|--|
| Fertility | Trending from 1.7 births per woman to 1.63 |
| Life expectancy at birth (female) | Trending from 85.1 to 88.2 years |
| Life expectancy at birth (male) | Trending from 81.1 to 85.1 years |
| Net Interstate Migration | Annual net loss trending from -39,300 to -19,000 |
| Net Overseas Migration | "Annual net gains trending from 69,112 to 75,300 |



The key growth drivers are:

- 39% of total growth is natural increase
- 63% of growth is net migration

Liverpool remains a migration led growth LGA, with natural increase still important because the LGA is relatively young and family forming. That aligns with the Census profile: Liverpool's median age is 34 and the 0–14 cohorts are relatively large when compared to Greater Sydney.

4.2.1 Limitations

The Department then applies an additional Housing Unit Method (HUM) step to redistribute growth across Greater Sydney in line with expected dwelling delivery, without changing the state total. In Greater Sydney, this redistribution is explicitly tied to the Sydney Housing Supply Forecast. A key limitation is that these have predated low-mid rise reforms, and transit oriented development. Therefore this method may be an under-estimate in the short-term.

4.3 Transport for NSW

Transport for NSW provides a slightly longer-range projection for population. This is shown in the table below.

Table 4 Transport for NSW TZP Population Growth

| SA2 | 2021 | 2026 | 2031 | 2036 | 2041 | 2046 | 2051 |
|--|---------|---------|---------|---------|---------|---------|---------|
| Growth Areas (combined out of scope) | 26,898 | 57,502 | 78,739 | 102,489 | 122,143 | 135,396 | 148,358 |
| Casula | 16,626 | 17,765 | 18,419 | 19,060 | 19,579 | 20,169 | 20,776 |
| Cecil Hills | 6,928 | 7,045 | 7,269 | 7,500 | 7,688 | 7,904 | 8,129 |
| Chipping Norton - Moorebank | 20,902 | 23,201 | 24,602 | 26,604 | 28,544 | 30,981 | 33,379 |
| Denham Court - Bardia | 690 | 835 | 838 | 843 | 844 | 849 | 854 |
| Green Valley | 12,955 | 13,117 | 13,149 | 13,171 | 13,188 | 13,275 | 13,387 |
| Hinchinbrook | 13,064 | 13,326 | 13,430 | 13,430 | 13,430 | 13,502 | 13,599 |
| Holsworthy - Wattle Grove | 21,301 | 21,717 | 22,929 | 23,792 | 24,160 | 24,574 | 25,024 |
| Hoxton Park - Carnes Hill - Horningssea Park | 13,306 | 14,128 | 14,128 | 14,128 | 14,128 | 14,203 | 14,306 |
| Liverpool (combined) | 31,444 | 36,045 | 39,057 | 40,981 | 42,491 | 44,130 | 45,794 |
| Lurnea - Cartwright | 12,745 | 13,439 | 13,874 | 14,267 | 14,584 | 14,959 | 15,350 |
| Prestons | 15,752 | 15,846 | 16,093 | 16,103 | 16,112 | 16,205 | 16,330 |
| Warwick Farm | 5,965 | 6,248 | 6,508 | 6,607 | 6,686 | 6,796 | 6,916 |
| West Hoxton - Middleton Grange | 17,250 | 17,876 | 17,904 | 17,919 | 17,932 | 18,039 | 18,181 |
| Ashcroft - Busby - Miller | 18,086 | 18,580 | 19,571 | 20,621 | 21,470 | 22,379 | 23,297 |
| Total | 233,912 | 276,670 | 306,509 | 337,516 | 362,980 | 383,363 | 403,680 |

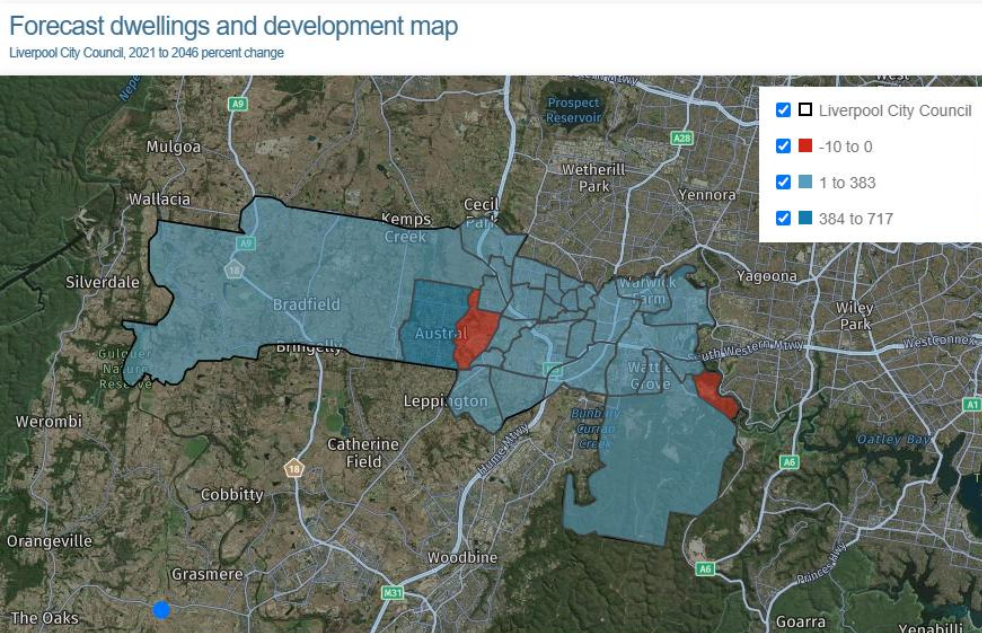
Source: TfNSW, 2024

4.4 Forecast.ID

Forecast.id completed its National Forecasting Program, which estimates the forecast timing, sequence and level of housing and population by small areas. These small areas are shown in the figure immediately below.



Figure 3 Forecast dwelling completions by Forecast.ID areas



Source: Population and household forecasts, 2021 to 2046, National Forecasting Program, .id (informed decisions), May 2024.
Source: Forecast.ID, 2024

4.4.1 Population Forecasts

Forecast.id estimates population growth based on:

- top-down demographic constraints (national/state/regional limits) using a component-cohort approach, and
- bottom-up modelling driven by housing supply at local level, including a Residential Development Layer, infill assumptions, and migration profiles tied to the role/function of areas.

This forecast estimates population in Liverpool LGA would reach 340,000 by 2041 and 352,000 by 2046.

Table 5 Forecast.ID population forecast

| Area | 2021 | 2026 | 2031 | 2036 | 2041 | 2046 | Total change | Avg. annual % change |
|----------------------------|---------|---------|---------|---------|---------|---------|--------------|----------------------|
| Liverpool City Council | 234,339 | 262,171 | 289,887 | 316,961 | 339,469 | 352,811 | +118,472 | 1.7 |
| Ashcroft - Mount Pritchard | 4,213 | 4,244 | 4,323 | 4,391 | 4,450 | 4,508 | +295 | 0.3 |
| Austral | 6,854 | 21,137 | 35,590 | 44,058 | 50,921 | 55,400 | +48,546 | 8.7 |
| Busby | 4,561 | 4,593 | 4,646 | 4,670 | 4,722 | 4,799 | +238 | 0.2 |
| Cartwright | 2,628 | 2,665 | 2,764 | 2,932 | 3,127 | 3,320 | +692 | 0.9 |
| Casula | 16,794 | 16,876 | 16,961 | 17,033 | 17,117 | 17,213 | +419 | 0.1 |
| Cecil Hills | 6,928 | 6,776 | 6,758 | 6,694 | 6,630 | 6,553 | -375 | -0.2 |
| Chipping Norton | 9,449 | 9,682 | 9,758 | 9,625 | 9,492 | 9,386 | -63 | 0.0 |
| Edmondson Park | 12,125 | 18,484 | 24,225 | 28,242 | 30,768 | 30,121 | +17,996 | 3.7 |
| Elizabeth Hills | 3,216 | 3,149 | 3,097 | 2,999 | 2,901 | 2,794 | -422 | -0.6 |
| Green Valley | 12,953 | 12,696 | 12,507 | 12,159 | 11,806 | 11,448 | -1,505 | -0.5 |
| Hammondville | 3,726 | 3,742 | 3,864 | 3,930 | 3,996 | 4,053 | +327 | 0.3 |
| Heckenberg | 3,278 | 3,303 | 3,376 | 3,437 | 3,495 | 3,557 | +279 | 0.3 |
| Hinchinbrook | 11,547 | 11,434 | 11,231 | 10,901 | 10,604 | 10,294 | -1,253 | -0.5 |
| Holsworthy | 5,697 | 5,590 | 5,813 | 6,230 | 6,236 | 6,189 | +492 | 0.3 |



| | | | | | | | | |
|--|--------|--------|--------|--------|--------|--------|---------|------|
| Horningsea Park | 3,652 | 3,625 | 3,559 | 3,458 | 3,368 | 3,272 | -380 | -0.4 |
| Hoxton Park - Carnes Hill | 7,947 | 8,268 | 8,243 | 8,036 | 7,802 | 7,545 | -402 | -0.2 |
| Leppington - Denham Court | 2,661 | 4,637 | 5,380 | 5,627 | 6,095 | 5,906 | +3,245 | 3.2 |
| Liverpool | 31,194 | 34,330 | 37,628 | 40,696 | 43,650 | 46,596 | +15,402 | 1.6 |
| Lurnea | 9,934 | 10,032 | 10,095 | 10,116 | 10,109 | 10,082 | +148 | 0.1 |
| Middleton Grange | 7,067 | 7,716 | 8,736 | 9,513 | 9,369 | 9,187 | +2,120 | 1.1 |
| Miller | 3,313 | 3,331 | 3,417 | 3,533 | 3,632 | 3,718 | +406 | 0.5 |
| Moorebank | 12,202 | 12,960 | 14,115 | 16,551 | 19,119 | 21,599 | +9,397 | 2.3 |
| Prestons | 15,732 | 15,624 | 15,545 | 15,481 | 15,421 | 15,377 | -355 | -0.1 |
| Sadleir | 3,276 | 3,253 | 3,239 | 3,245 | 3,265 | 3,298 | +22 | 0.0 |
| Voyager Point - Pleasure Point | 2,313 | 2,256 | 2,220 | 2,182 | 2,144 | 2,112 | -201 | -0.4 |
| Warwick Farm | 6,188 | 6,527 | 6,873 | 7,123 | 7,356 | 7,586 | +1,398 | 0.8 |
| Wattle Grove | 8,200 | 8,107 | 8,122 | 8,061 | 8,036 | 8,040 | -160 | -0.1 |
| West Hoxton | 10,177 | 10,009 | 9,763 | 9,417 | 9,089 | 8,762 | -1,416 | -0.6 |
| Western area - Greendale and Surrounds | 6,514 | 7,125 | 8,039 | 16,620 | 24,750 | 30,097 | +23,583 | 6.3 |

Source: Forecast.ID, 2024

Forecast.id projects population decline in:

- Voyager Point – Pleasure Point
- Wattle Grove
- West Hoxton
- Cecil Hills
- Chipping Norton

These areas have been identified as areas that have limited dwelling growth potential, likely larger current household sizes, and an assumption that children leave home and are forced to move to other suburbs, while parents remain in the current home. This trend is typical in established areas, where there is limited new dwelling growth opportunity.

4.4.2 Population Components

The table below shows the components of growth in the LGA, with most of the growth driven by net migration in the early years, before being driven by natural increases in later years.

Table 6 Forecast.ID components of growth

| Components | 2024-2026 | 2027-2031 | 2032-2036 | 2037-2041 | 2042-2046 |
|---------------------------|-----------|-----------|-----------|-----------|-----------|
| Births | 10,484 | 18,672 | 20,559 | 22,134 | 22,599 |
| Deaths | 3,569 | 6,684 | 7,735 | 8,893 | 10,033 |
| Natural increase/decrease | 6,915 | 11,988 | 12,823 | 13,241 | 12,567 |
| Net migration | 9,998 | 15,727 | 14,252 | 9,266 | 777 |

Source: Forecast.ID, 2024

4.4.3 Dwelling Forecasts

Forecast.id estimates the number of dwellings in Liverpool City Council in increase to 125,035 by 2046 at an average of 1,888 dwellings per annum. This is shown in small areas below.

Table 7 Forecast.ID Dwelling Growth by Small Area

| Area | 2021 | | 2046 | | Change between 2021 to 2046 | |
|----------------------------|--------|-------|---------|-------|-----------------------------|-------|
| | Number | % | Number | % | Number | % |
| Liverpool City Council | 77,830 | 100.0 | 125,035 | 100.0 | +47,204 | +60.7 |
| Ashcroft - Mount Pritchard | 1,468 | 1.9 | 1,659 | 1.3 | +191 | +13.0 |



| | | | | | | |
|--|--------|------|--------|------|---------|--------|
| Austral | 2,262 | 2.9 | 18,492 | 14.8 | +16,230 | +717.4 |
| Busby | 1,529 | 2.0 | 1,715 | 1.4 | +186 | +12.1 |
| Cartwright | 1,108 | 1.4 | 1,550 | 1.2 | +442 | +39.9 |
| Casula | 5,518 | 7.1 | 6,104 | 4.9 | +586 | +10.6 |
| Cecil Hills | 1,955 | 2.5 | 2,156 | 1.7 | +201 | +10.3 |
| Chipping Norton | 3,203 | 4.1 | 3,345 | 2.7 | +142 | +4.4 |
| Edmondson Park | 3,797 | 4.9 | 9,558 | 7.6 | +5,761 | +151.7 |
| Elizabeth Hills | 871 | 1.1 | 892 | 0.7 | +21 | +2.4 |
| Green Valley | 3,785 | 4.9 | 3,961 | 3.2 | +176 | +4.6 |
| Hammondville | 1,244 | 1.6 | 1,301 | 1.0 | +57 | +4.6 |
| Heckenberg | 1,053 | 1.4 | 1,235 | 1.0 | +181 | +17.2 |
| Hinchinbrook | 3,316 | 4.3 | 3,449 | 2.8 | +133 | +4.0 |
| Holsworthy | 1,620 | 2.1 | 1,970 | 1.6 | +350 | +21.6 |
| Horningsea Park | 1,049 | 1.3 | 1,103 | 0.9 | +54 | +5.2 |
| Hoxton Park - Carnes Hill | 2,233 | 2.9 | 2,437 | 1.9 | +203 | +9.1 |
| Leppington - Denham Court | 811 | 1.0 | 1,798 | 1.4 | +987 | +121.7 |
| Liverpool | 13,568 | 17.4 | 20,577 | 16.5 | +7,008 | +51.7 |
| Lurnea | 3,248 | 4.2 | 3,401 | 2.7 | +153 | +4.7 |
| Middleton Grange | 2,021 | 2.6 | 2,996 | 2.4 | +975 | +48.2 |
| Miller | 1,315 | 1.7 | 1,621 | 1.3 | +305 | +23.2 |
| Moorebank | 4,044 | 5.2 | 7,699 | 6.2 | +3,655 | +90.4 |
| Prestons | 4,364 | 5.6 | 4,581 | 3.7 | +217 | +5.0 |
| Sadleir | 1,155 | 1.5 | 1,278 | 1.0 | +123 | +10.7 |
| Voyager Point - Pleasure Point | 709 | 0.9 | 712 | 0.6 | +3 | +0.4 |
| Warwick Farm | 3,053 | 3.9 | 3,786 | 3.0 | +734 | +24.0 |
| Wattle Grove | 2,707 | 3.5 | 2,897 | 2.3 | +190 | +7.0 |
| West Hoxton | 2,755 | 3.5 | 2,770 | 2.2 | +15 | +0.5 |
| Western area - Greendale and Surrounds | 2,068 | 2.7 | 9,993 | 8.0 | +7,925 | +383.2 |

Source: Forecast.ID, 2024

Forecast.ID estimates most growth will occur in the Greenfield areas. The established suburbs that are expected to see significant growth include Ashcroft, Cartwright, Moorebank, Liverpool, Warwick Farm, which represent social housing renewal or CBD expansion and high-rise apartment development.

4.5 Why is the DPPI projection significantly higher?

NSW Common Planning Assumptions have higher net migration, and is influenced by more aggressive state-wide totals. Forecast.ID is more limited on its views on dwelling supply and has migration constrained over time. Forecast.ID has a slightly younger age structure, resulting in more natural growth in later periods.

The NSW Common Planning Assumption have higher net migration, across the state as a hole, with Forecast.ID limiting its views on dwelling supply and constrains migration over time. This can be shown in the table below:

Table 8 Net Migration DPPI versus Forecast.id

| Period | DPPI | Forecast.id | DPPI vs .id |
|-----------|--------|-------------|-------------|
| 2024–2026 | 15,477 | 9,998 | 55% |
| 2027–2031 | 16,722 | 15,727 | 6% |
| 2032–2036 | 17,445 | 14,252 | 22% |
| 2037–2041 | 12,517 | 9,266 | 35% |
| Total | 62,161 | 49,243 | 26% |

Source: DPPI, 2024 Forecast.ID, 2024

Furthermore, the NSW Government common planning assumptions forecast net overseas migration at end June 2024 at 124,000 whereas the ABS reports that 133,000 was achieved. NSW Common Planning Assumptions forecasts a further 80,000 at end June 2025 whereas ABS reported 91,500 was achieved. So, approximately



20,000 more people arrived than projected in the first two years. This indicates the difficulty in forecasting settlement patterns.

A key uncertainty for both of these forecasts, is the portion to which greenfield growth areas may look to densify, and the development at Bradfield. These could allow Liverpool to capture a greater share of growth.

DPHI and Forecast.ID have similar natural increase projections shown in the table below.

Table 9 Natural increase in population

| Period | DPHI | Forecast.ID |
|-----------|--------|-------------|
| 2024–2026 | 7,873 | 6,915 |
| 2027–2031 | 13,165 | 11,988 |
| 2032–2036 | 12,470 | 12,823 |
| 2037–2041 | 11,984 | 13,241 |
| Total | 45,492 | 44,967 |

Source: DPHI 2024, Forecast.ID, 2024

4.6 What it means for Liverpool's established areas

DPHI and Forecast.ID project migration led growth. Migration typically goes to where there is housing supply. The difficulty is there is not much new housing supply in the established areas. The tables below show forecast population growth in the LGA in both established areas and new growth areas.

Table 10 Population in the LGA

| Source | 2021 | 2026 | 2031 | 2036 | 2041 | 2046 | 2051 |
|-------------|---------|---------|---------|---------|---------|---------|---------|
| TFNSW | 233,912 | 276,670 | 306,509 | 337,516 | 362,980 | 383,363 | 403,680 |
| Forecast.ID | 234,339 | 262,171 | 289,887 | 316,961 | 339,469 | 352,811 | na |

Table 11 Population Growth in each time period in the LGA

| Source | 2021-26 | 2026-31 | 2031-36 | 2036-41 | 2041-46 | 2046-51 | Total | Growth pa |
|-------------|---------|---------|---------|---------|---------|---------|---------|-----------|
| TFNSW | 42,757 | 29,840 | 31,007 | 25,464 | 20,383 | 20,317 | 169,768 | 5,659 |
| Forecast.ID | 27,832 | 27,716 | 27,075 | 22,508 | 13,342 | na | 118,472 | 4,739 |

Table 12 Population growth in greenfield growth areas in the LGA

| Source | 2021-26 | 2026-31 | 2031-36 | 2036-41 | 2041-46 | 2046-51 | Total | Growth pa |
|-------------|---------|---------|---------|---------|---------|---------|---------|-----------|
| TFNSW | 30,604 | 21,237 | 23,750 | 19,654 | 13,253 | 12,962 | 121,460 | 4,049 |
| Forecast.ID | 21,253 | 21,108 | 21,067 | 17,519 | 9,179 | na | 90,125 | 3,605 |

Table 13 Population growth in the established areas of the LGA and Liverpool CBD

| Source | 2021-26 | 2026-31 | 2031-36 | 2036-41 | 2041-46 | 2046-51 | Total | Growth pa |
|-------------|---------|---------|---------|---------|---------|---------|--------|-----------|
| TFNSW | 12,153 | 8,603 | 7,257 | 5,810 | 7,130 | 7,355 | 48,308 | 1,610 |
| Forecast.ID | 6,579 | 6,608 | 6,008 | 4,989 | 4,163 | na | 28,347 | 1,134 |

The key differences:

- TFNSW forecasts up to an additional 12% per annum in the greenfield areas, this could be due to slightly more density and accelerated take-up rate. Forecast.ID does not include Denham Court-Bardia in the growth areas.



- TFNSW projects additional 42% more growth per annum in the established and CBD areas compared to Forecast.ID. This is driven by substantial growth in Casula, Holsworthy, Liverpool, Ashcroft, Lurnea, and no areas with negative growth.

Table 14 Growth differences by area

| Area | TFNSW | Forecast.ID | Difference | Difference at 2046 |
|---|-----------|-------------|-------------------|---------------------|
| | Per annum | Per annum | TFNSW/Forecast.ID | TFNSW – Forecast.ID |
| Growth Areas (combined) | 4,049 | 3,605 | 1.12 | 19,778 |
| Casula | 138 | 17 | 8.26 | 2,956 |
| Cecil Hills | 40 | -15 | -2.67 | 1,352 |
| Chipping Norton - Moorebank | 416 | 373 | 1.11 | -4 |
| Denham Court – Bardia | 5 | 130 | 0.04 | -5,057* |
| Green Valley | 14 | -60 | -0.24 | 1,827 |
| Hinchinbrook | 18 | -67 | -0.27 | 414 |
| Holsworthy - Wattle Grove | 124 | 18 | 6.78 | 4,181 |
| Hoxton Park - Carnes Hill - Horningsea Park | 33 | -31 | -1.07 | 3,386 |
| Liverpool | 478 | 616 | 0.78 | -2,466 |
| Lurnea – Cartwright | 87 | 34 | 2.58 | 1,557 |
| Prestons | 19 | -14 | -1.36 | 828 |
| Warwick Farm | 32 | 56 | 0.57 | -790 |
| West Hoxton - Middleton Grange | 31 | 28 | 1.10 | 91 |
| Ashcroft - Busby – Miller | 174 | 50 | 3.51 | 2,500 |

*Denham Court – Bardia, a portion of the Denham-Court Bardia Growth in the TFNSW data would be combined with the Growth Areas (combined) dataset, which shows

4.6.1 How does this inform HillPDA's view on the overall growth

- HillPDA has adopted a no negative population growth view, that is the population in each of the suburbs will remain flat or slight upward.
- There is not significant difference in the natural increase between NSW Government and Forecast.ID
- HillPDA has assumed suburb typology changes in household dwelling sizes, to consider how areas will change overtime.

4.7 Planning Policy

In a migration-led growth LGA planning policy is critical to understand the allocation of growth and where migration will be in the LGA. Four documents have led the review into planning policy, these area:

- The Sydney Plan
- Local Strategic Planning Statement
- Local Housing Strategy
- Centres and Corridor Strategy

4.7.1 The Sydney Plan

The NSW Government released draft Sydney Plan late last year. The Draft Sydney Plan estimates the Greater Sydney Population will increase by 24% reaching 6.5 million population by 2045.

It identifies high growth areas in Greater Sydney, and growth is expected in Liverpool CBD, Warwick Farm, Bradfield and other Greenfield locations.

Figure 4 High growth capacity housing areas

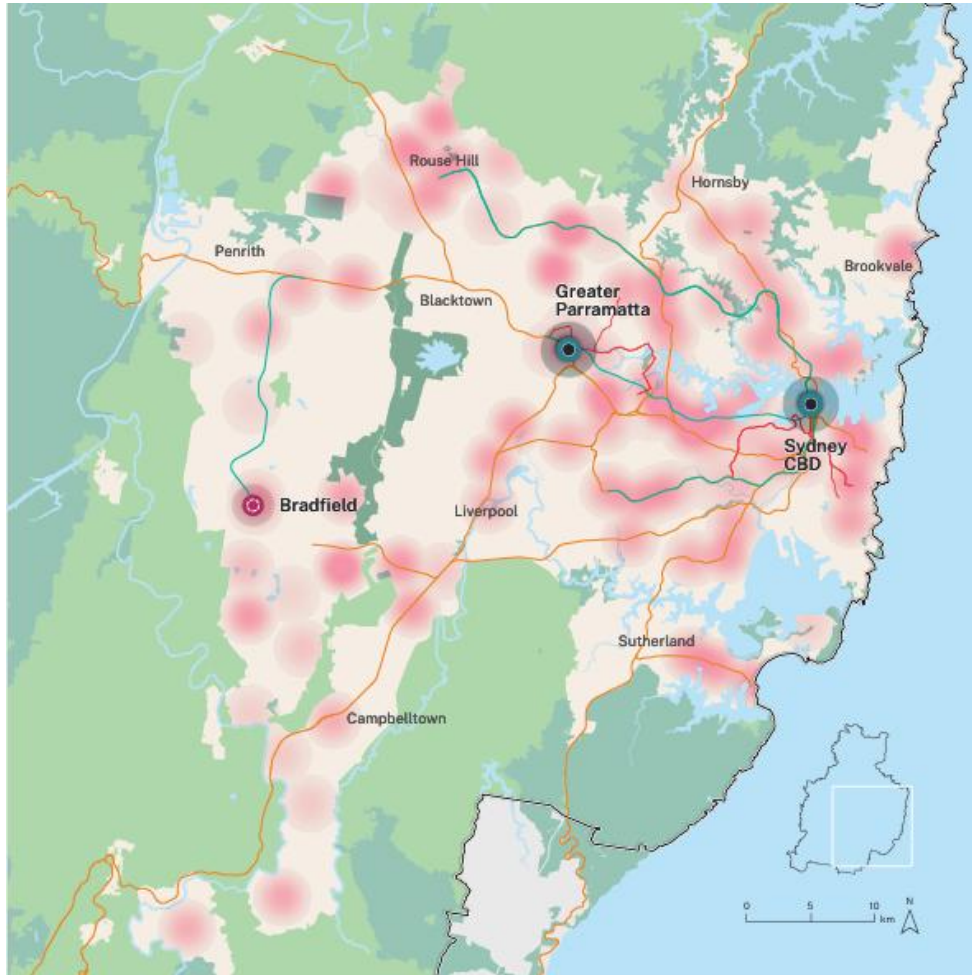


Figure 33: High growth capacity housing areas



Note: Rail Precinct is under review

Source: DPHI 2025

The supporting centres analysis suggests Liverpool Centre will see total jobs increasing by at least 25% by 2033. With Liverpool Hospital, TAFE and university providing an anchor for future job growth.

4.7.2 Local Strategic Planning Statement

Connected Liverpool 2040 (LSPS) is Council's 20-year land-use vision and action framework. It guides what growth occurs, where it occurs, and when it occurs across the LGA.

The LSPS suggests

- Growth in the City Centre and other well served centres
- Protecting character and amenity of community-focused low scale suburbs.

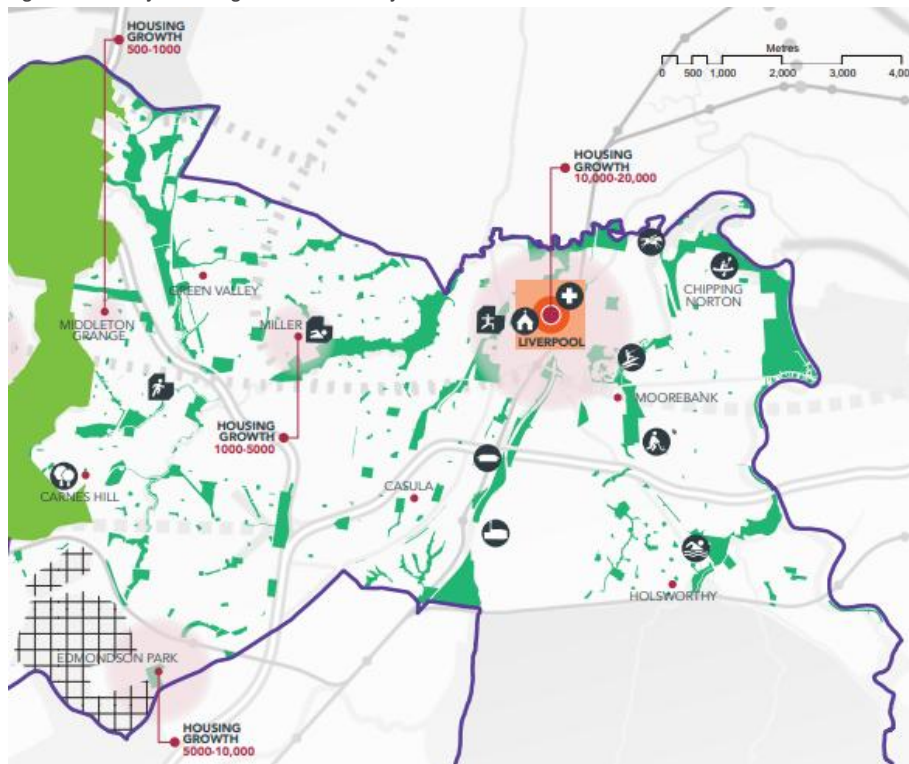
For the established suburbs, key priorities are:

- Housing choice for different needs
- Focussing growth and structure planning to major transport
- Continuing low scale character and heritage as a priority.

The LSPS identifies major growth areas in the contribution plan areas as below:

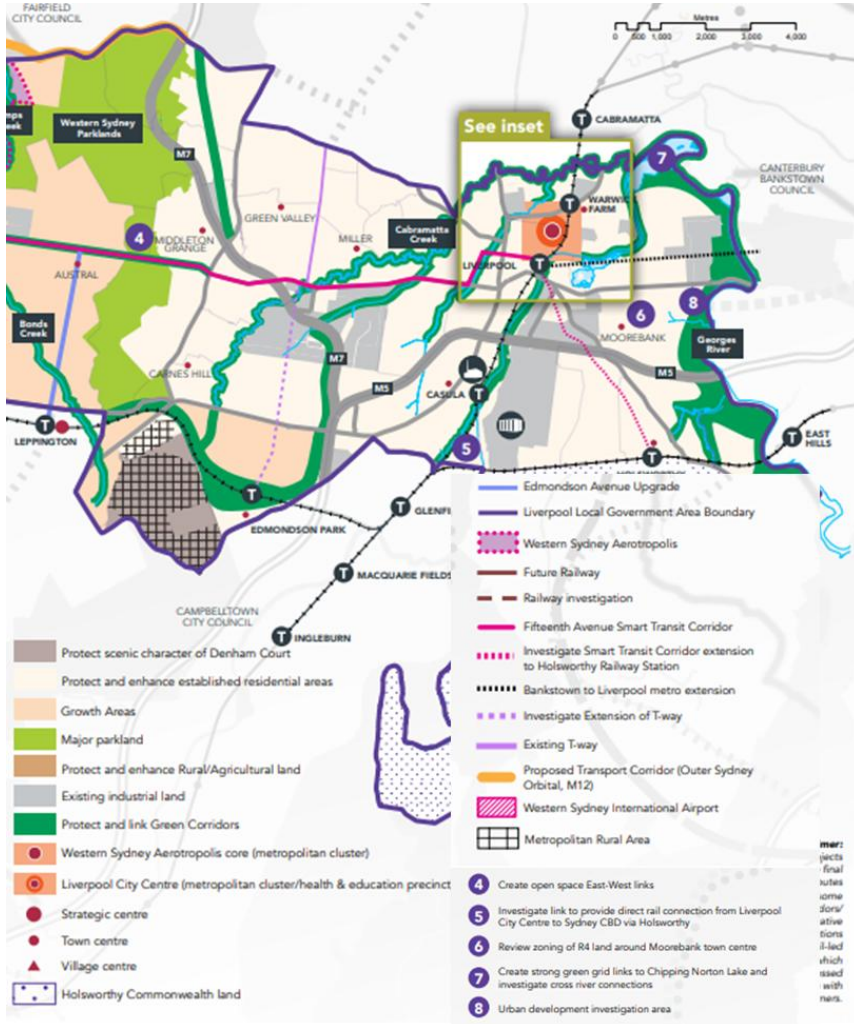
- Liverpool CBD – 10,000 to 20,000
- Miller – 1,000 to 5,000
- Middleton Grange – 500 to 1,000

Figure 5 LSPS Major Housing Growth Areas Projection



The figure below shows that most of the 'established' part of the Liverpool LGA is categorised as "protect and enhance established areas" in the Liverpool LGA Structure Plan

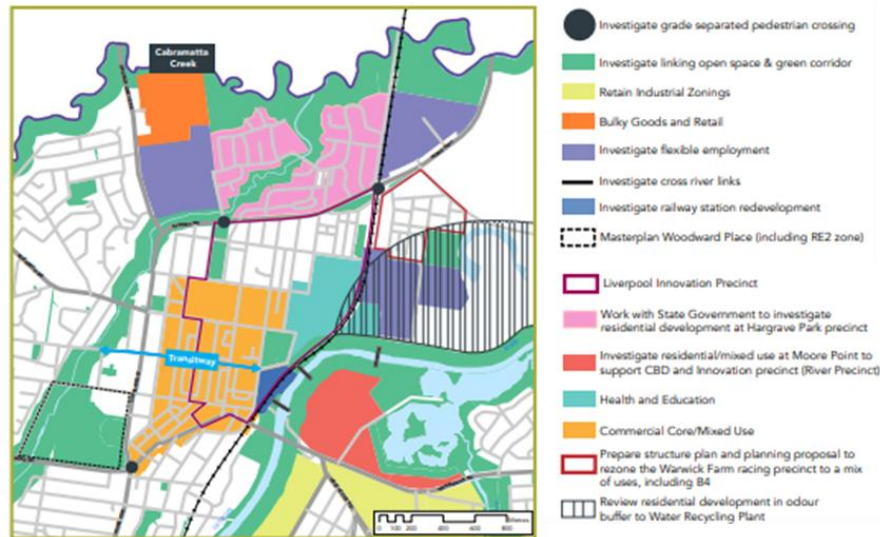
Figure 6 Liverpool LGA Structure Plan



The Structure Plan identifies potential for up-zoning in the following precincts:

- Warwick Farm
- Warwick Farm Racing Precinct
- Moore Point
- Liverpool CBD

Figure 7 Liverpool CBD area



4.7.3 Local Housing Strategy

The Local Housing Strategy notes that, while Liverpool is on track to meet short-term housing targets, the continuing challenge is delivering diverse and affordable housing in the right locations as the LGA grows.

It also records that the supporting Housing Study found feasible capacity under existing planning controls sufficient to deliver almost 50,000 additional dwellings by 2036, but that current controls do not adequately encourage diverse medium density outcomes.

Separately, the LEP technical work highlights a mismatch between the location of suburban capacity and the strategic focus on development in the City Centre, and it identifies the need for more medium-density options that respect neighbourhood character.

The Housing Strategy identifies investigation areas for targeted precinct planning for Liverpool City Centre and surrounds, Warwick Farm, Georges River North (Moore Point), and Miller, with Hargrave Park (Warwick Farm) identified for medium-term investigation.

The strategy identifies opportunities for redevelopment for low to medium density housing in:

- Moorebank
- Holsworthy
- Casula
- some centres in the 2168 area apart from Miller
- infill opportunities without site amalgamation are limited in the New Release District, western part of the 2168 District, Prestons and Wattle Grove

Table 20 Local Housing Study adjusted demand housing projections

| Housing type | 0 – 5 years (2016-2021) | 6 – 10 years (2021-2026) | 10 – 20 years (2026-2036) |
|------------------|-------------------------|--------------------------|---------------------------|
| Detached housing | 5,275 | 5,271 | 11,774 |
| Medium density | 2,477 | 2,866 | 7,627 |
| High density | 1,883 | 1,985 | 4,950 |
| Total | 9,635 | 10,122 | 24,351 |

4.7.4 Centres and Corridor Strategy

The Strategy defines a retail and centres hierarchy, its focus is on developing the viability of the metropolitan cluster at the CBD, with some limited expansion of town centres, as summarised below:

Table 15 Liverpool Centre Hierarchy

| | Metropolitan Cluster | Town Centre | Local Centre | Stand-alone Centre | Neighbourhood Centre |
|---------------------------|---|---|---|--|--|
| Role | Regional scale mixed use centre of retail, services and businesses | Large retail centres which act as community gathering places with a range of uses. | Smaller retail centres which meet convenience retailing needs as well as acting as a community gathering place. | Provide for the convenience and specialised retail needs of the local community, but do not act as mixed-use centres of the local community. | The smallest centres which make a small contribution to meeting the day to day retailing needs of the local community |
| Feature | Commercial office development Mixed Use residential Multiple supermarkets and department stores Higher-order services | One or more full line supermarkets A broad range of specialty retail. A concentration of social infrastructure. Some other services. Good public transport and pedestrian accessibility | A supermarket or large grocery store Some other retail facilities Co-location with social infrastructure Good pedestrian accessibility from surrounding residential development | A supermarket or significant specialised retail facilities No or limited co-location with social infrastructure Good access from the arterial road network | A small amount of retail floorspace No supermarket, large grocery store or significant specialised retail role. |
| Future Development | Significant future development is likely. | The priority for retail and service development outside the Liverpool City Centre. Design integration with social infrastructure should be improved as part of any expansion. | Public domain improvements and some expansion of these centres may be appropriate. Design integration with social infrastructure should be improved as part of any expansion. | Should only be expanded if there is limited capacity elsewhere, if they can act as a local or town centre in the future, and if there will not be a substantial impact on the viability of a local or town centre. | Vulnerable to declines in the future. A change in use (including mixed use redevelopment with a reduced retail component) may be required if they decline or experience long term vacancies. |
| Residential | Yes | Limited | Limited | Limited | Limited |
| Examples | Liverpool City Centre Aerotropolis Core | Moorebank Carnes Hill Casula Green Valley Edmondson Park Miller | Cecil Hills Middleton Grange Wattle Grove Holsworthy Hammondville Prestons | Chipping Norton Flowerdale Road/Hoxton Park Road Casula Shopping Centre | West Hoxton Heckenberg Mount Pritchard Ashcroft Sadlier Cartwright |



| | | |
|-------------------|--------------|-----------------|
| Ludenhams | Orange Grove | Maryvale Avenue |
| Green Valley road | Woolworths | Boundary Road |
| Lurnea | Casula | Rose Street |
| Edmondson | Woolworths | Warwick Farm |
| Avenue | Prestons | Goupburn Street |
| Epson Road, | | Grimson |
| Chipping Norton | | Crescent |
| | | De Meyrick |
| | | Avenue |
| | | Marsh Parade |
| | | Alred Road |
| | | Kemps Creek |

4.7.5 LEP Controls

HillPDA has considered principal planning controls including zoning, FSR, minimum lot size, and height of building. For the base case analysis, these have been applied as unchanged.

HillPDA understands Council is looking at changing the LEP controls and has received gateway approval. This includes:

- Removing FSR for medium density land
- Increasing FSR on R4 high density zoned land
- Increase density for Chipping Norton
- Increase the minimum lot size from 300sqm to 400sqm, which is estimated to reduce the latent dwelling capacity from 15,700 to 8,250 in the R2 zone

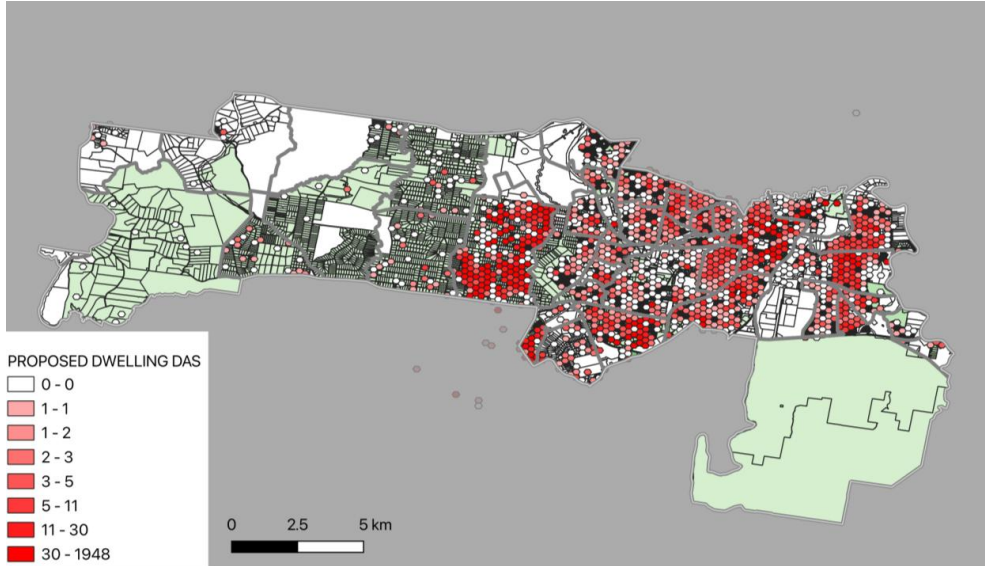
4.8 Growth

Liverpool's growth will be focussed on the aerotropolis and growth centres during the study period. These areas, however, are out of scope for this study.

The map below shows the location of Development Applications and scaled by size. It shows heavy growth concentration in greenfield areas, and key corridors. Most suburbs have seen at least a small amount of growth.



Figure 8 DA Pattern

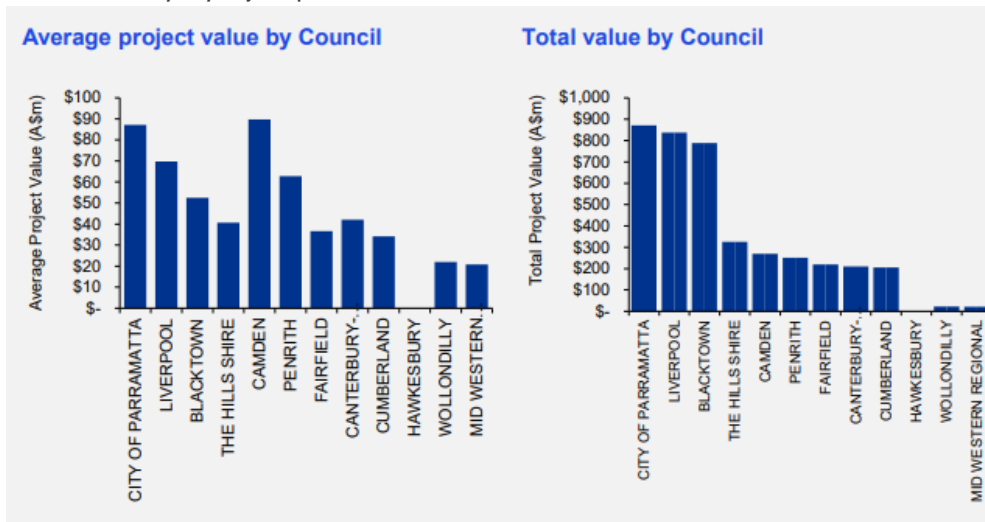


Source: HillPDA 2025, DPHI 2025

Liverpool LGA has the second largest pipeline of active projects in Western Sydney, after City of Parramatta. The majority of apartments are likely to be delivered by large scale projects focussed at Edmondson Park and the Liverpool CBD, and are likely to be delivered by integrated builder-developers who can achieve efficiencies in the construction process.

Most of the large sites involved rezoning land, or are on large greenfield sites, whereas the feasibility analysis in this chapter has been focussed on acquiring existing residential sites. We expect some of these projects are likely to proceed over the next 25 years.

Table 16 Western Sydney Project Pipeline



Source: KPMG



Table 17 Cordell Connect Residential Apartment Projects by Suburb

| | Projects | Units | Value | \$/Unit |
|------------------|----------|-------|-----------------|-----------|
| Ashcroft | 1 | 21 | \$6,297,357 | \$299,874 |
| Austral | 11 | 1153 | \$404,253,091 | \$350,610 |
| Bradfield | 2 | 1171 | \$894,330,685 | \$763,732 |
| Bringelly | 2 | 931 | \$364,250,546 | \$391,247 |
| Cartwright | 3 | 57 | \$20,790,837 | \$364,752 |
| Casula | 8 | 73 | \$23,933,353 | \$327,854 |
| Chipping Norton | 3 | 21 | \$9,451,647 | \$450,078 |
| Edmondson Park | 17 | 1909 | \$726,485,027 | \$380,558 |
| Holsworthy | 1 | 298 | \$184,181,258 | \$618,058 |
| Liverpool | 22 | 2933 | \$1,294,932,674 | \$441,504 |
| Lurnea | 1 | 3 | \$1,524,000 | \$508,000 |
| Middleton Grange | 1 | 0 | \$50,000,000 | Na |
| Moorebank | 10 | 180 | \$66,796,186 | \$371,090 |
| Pleasure Point | 1 | 4 | \$2,200,000 | \$550,000 |

Source: Cordells Connect

The tables above show that there is limited growth in the established areas of Liverpool LGA in the current setting. Based on Forecast.ID analysis, the established areas including the Liverpool CBD account for 36.62% of the growth in the LGA. Excluding Liverpool and Moorebank, this reduces to 14% of the growth.

The scale of development tends to be relatively small in the established parts of the LGA, for example only one project in Lurnea for 3 units and one development in Ashcroft for 21 units.

4.9 Bradfield and Greenfield Growth Areas

While out of scope, HillPDA has considered the growth in other greenfield areas. This helps to ensure that we properly understand the overall distribution of growth, HillPDA has reviewed both the Bradfield Housing Strategy and South West Growth Area Structure Plan and estimate that these areas could house up to 80,000 people by 2051. This is below the TFNSW and Forecast.id forecasts to 2046, but aligns with growth between 2021 and 2041. Therefore, we consider it is possible that the densities in these areas could be higher.

Table 18 Planning and Development Horizons for Bradfield

| Phase | Indicative Timeframe | Estimated employment | Estimated residential population | Estimated Gross Floor Area (cumulative) |
|-------------|----------------------|----------------------|----------------------------------|---|
| Immediate | 2026 | 1,000 - 1,200 jobs | 0 residents | 48,500 sqm |
| Medium-term | 2036 | 8,000 - 8,300 jobs | 3,000 - 3,100 residents | 341,000 sqm |
| Long-term | 2056 | 20,000 - 24,000 jobs | 15,000 - 15,200 residents | 1,258,000 sqm |

Note: The table above is an estimate of the population and employment forecast used for the purposes of modelling only.

The master plan has the capacity to accommodate ~10,000 residential dwellings. In accordance with NSW Government policy a proportion of the residential dwellings will be affordable housing. The timing and delivery of residential dwellings will be subject to market demand and future master plan reviews that consider the impact of additional population on the scope and timing of social and physical infrastructure.

Source, Bradfield Delivery Authority, 2023 [Housing Strategy – Summary Statement](#)

The current rezoned precincts could provide up to 25,000 new homes by 2041 as identified in the South West Growth Area Structure Plan summarised below.



Table 19 NSW Dwelling Projections in South West Growth Area Structure Plan

| Area | Dwellings | Population |
|--|-----------|------------|
| Edmondson Park | 6,000 | |
| East Leppington | 1,150 | |
| Austral and Leppington North (with Camden) | 17,500 | |
| Total | 24,650 | 64,090 |

Source: DPHI 2022, A Guide to the South West Growth Area an updated Structure Plan [A Guide to the South West Growth Area and updated Structure Plan](#)

Greenfield growth in Liverpool LGA will:

- Absorb any additions to population growth through different lot sizes
- Compete with adjacent suburbs such as Cecil Hills, Middleton Grange, West Hoxton, Hoxton Park, Carnes Hill, Hinchinbrook and Prestons where buyers of new development might trade-off between the new house in Austral or a duplex in Hinchinbrook.

5.0 DEVELOPMENT VIABILITY

This section outlines HillPDA's development viability assessment. It finds that apartment development is generally not financially viable at current prices.

Furthermore, it finds that dual occupancy development is like to be the key typology that will drive infill development due to meeting minimum lot size and current FSR requirements

5.1 Dwelling Typology

HillPDA has considered dwelling typology with reference to the NSW Government's Pattern Book. The Pattern Book provides a benchmark for what is the desired typology and provides clear guidance of standard floor areas, lot widths, number of storeys and required FSRs.

The tables below shows that

- Typically an FSR of at least 0.6 is needed for low density development. You can achieve dual occupancies on 600sqm lots at an FSR of 0.5:1.
- Medium density developments need at least 1:1 FSR, but would benefit from 1.2:1 or 1.5:1 to better manage individual site constraints.
- While the pattern book shows examples on quite small lots, in our experience we have typically seen development on lots exceeding 1,000 or 1,200sqm, especially where basement parking is required.¹

Table 20 Dwelling Typology FSR and lot widths for low density development

| Design Type | Dwellings | Bedrooms/ Dwelling | Bathrooms /Dwelling | Parking /Dwelling | Floor Area per Dwelling (m ²) | Minimum Lot Area (m ²) | Minimum Lot Width (m) | Number of Storeys | FSR |
|---|-----------|-----------------------|------------------------|----------------------|--|--|-----------------------------|-------------------------|------|
| Semis 01 (Anthony Gill) | 2 | 3-4 | 1.5-2.5 | 0.5 | 166 | 450 | 12 | 2 | 0.75 |
| Semis 02 (Sibling Architecture) | 2 | 2-4 | 1.5-2.5 | 0.5 | 120 | 450 | 12 | 2 | 0.60 |
| Terraces 01 (Carter Williamson) | 3 | 3-4 | 2.5 | 0.5 | 130 | 500 | 15 | 2 | 0.79 |
| Terraces 02 (Sam Crawford Architects) | 3 | 2-4 | 1.5-2.5 | 0.5 | 110 | 515 | 18.5 | 2 | 0.69 |
| Terraces 03 (Officer Woods Architects) | 3 | 2-5 | 1.5-2.5 | 0.5 | 93 | 500 | 18 | 2 | 0.80 |
| Row Homes 01 (SAHA) | 4 | 2-3 | 1-2 | 0.5 | 52 | 500 | 13 | 2 | 0.59 |
| Manor Homes 01 (Studio Johnston) | 4 | 1-3 | 1.5-2 | 0.5 | 83 | 625 | 15 | 2 | 0.60 |

Source: DPHI 2025

¹ The UDIA NSW, 2024 Making TOD Work report referred to a reference project on a 1,900sqm block. The UDIA NSW, 2025 Maximising the Mid Rise Housing Policy reviewed six case study sites ranging from 1,300sqm to 2,350sqm.

Table 21 Dwelling Typology FSR and lot widths for medium density development

| Typology & Architect | Dwellings (range) | Beds per dwelling | Parking (per building) | GFA (m ² , range) | NSA:GFA efficiency | Min lot area (m ²) | Min lot width (m) | Storeys | FSR (range) |
|---|-------------------|-------------------|------------------------|------------------------------|--------------------|--------------------------------|-------------------|---------|-------------|
| Small Lot Apartments 01 — Collins & Turner | 7–13 | Studio–4 | 4–8 | 441–1,350 | 86–97% | 520–904 | 13–16.6 | 3–4 | 1.09–1.49 |
| Small Lot Apartments 02 — Nguluway DesignInc | 6–14 | 1–3 | 5 | 642–1,238 | 81–89% | 571–863 | 13.6–16.6 | 3–4 | 0.92–1.39 |
| Small Lot Apartments 03 — MHN Design Union | 9–24 | Studio–4 | 4–10 | 840–3,050 | 73–86% | 640–1,287 | 16–19.8 | 4–6 | 1.31–2.38 |
| Small Lot Apartments 04 — Neeson Murcutt Neille | 6–21 | Studio–3 | 1–7 | 779–1,555 | 72–81% | 600–1,028 | 16.5–20.4 | 4–5 | 1.38–1.79 |
| Corner Lot Apartments 01 — Tonkin Zulaikha Greer | 9–21 | Studio–4 | 4–18 | 941–2,166 | 91–95% | 525–1,050 | 15–21 | 4–6 | 1.32–2.66 |
| Corner Lot Apartments 02 — Spacecraft Architects | 10–24 | Studio–4 | 6–11 | 753–2,883 | 93–95% | 614–1,287 | 17.9–19.8 | 4–6 | 1.23–2.52 |
| Large Lot Apartments 01 — Silvester Fuller | 20–40 | 1–3 | 13–53 | 2,148–3,555 | 78–83% | 1,610–2,338 | 49.1–65.1 | 4–6 | 1.3–2.1 |
| Large Lot Apartments 02 — Bennett & Trimble | 24–216 | Studio–3 | 15–100 | 2,734–18,060 | 79–96% | 2,052–12,040 | 36–172 | 3–6 | 0.76–1.93 |
| Large Lot Apartments 03 — Andrew Burges Architects | 58–116 | Studio–4 | 58–120 | 5,803–14,162 | 93–94% | 3,551–6,566 | 67–127.5 | 4–6 | 1.62–2.1 |

Source: DPHI, 2025

HillPDA has used these controls to estimate the potential capacity for a lot to accommodate housing, especially at viability levels.

5.2 Market review

5.2.1 Detached houses

The table below shows the prices achieved in each of the suburbs. In most suburbs the upper quartile price is around 25% higher than the lower quartile price. In some suburbs the difference is higher at 30% to 60%. These are the suburbs which are generally more feasible to delivery infill development.

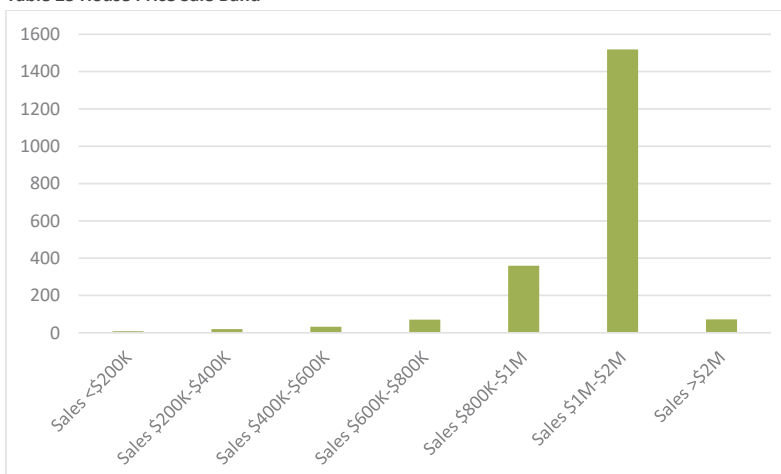


Table 22 House Price Summary Statistics by Suburb (Nov 2025)

| Suburb (full) | Median Price (12m) | Lower Quartile (12m) | Upper Quartile (12m) | Properties Sold (12m) | Average Tenure (years) | Upper Quartile / Lower Quartile |
|---------------------------|--------------------|----------------------|----------------------|-----------------------|------------------------|---------------------------------|
| Ashcroft NSW 2168 | \$1,012,500 | \$912,000 | \$1,100,000 | 41 | 12.6 | 1.21 |
| Busby NSW 2168 | \$950,000 | \$852,500 | \$1,057,500 | 54 | 13.8 | 1.24 |
| Carnes Hill NSW 2171 | \$1,405,000 | \$1,257,500 | \$1,611,250 | 28 | 9.3 | 1.28 |
| Cartwright NSW 2168 | \$875,000 | \$855,000 | \$1,025,000 | 23 | 18 | 1.20 |
| Casula NSW 2170 | \$1,192,500 | \$1,012,500 | \$1,400,000 | 162 | 15.4 | 1.38 |
| Cecil Hills NSW 2171 | \$1,500,000 | \$1,261,000 | \$1,680,500 | 51 | 13.6 | 1.33 |
| Chipping Norton NSW 2170 | \$1,475,000 | \$1,365,000 | \$1,577,500 | 135 | 18.3 | 1.16 |
| Denham Court NSW 2565 | \$1,188,000 | \$1,030,500 | \$1,403,500 | 155 | 7.4 | 1.36 |
| Elizabeth Hills NSW 2171 | \$1,488,500 | \$1,296,750 | \$1,888,750 | 28 | 10.9 | 1.46 |
| Green Valley NSW 2168 | \$1,147,500 | \$947,500 | \$1,417,500 | 100 | 16.7 | 1.50 |
| Hammondville NSW 2170 | \$1,114,000 | \$988,750 | \$1,250,000 | 34 | 13.6 | 1.26 |
| Heckenberg NSW 2168 | \$901,000 | \$811,250 | \$990,000 | 28 | 18.1 | 1.22 |
| Hinchinbrook NSW 2168 | \$1,081,000 | \$951,500 | \$1,290,750 | 107 | 18 | 1.36 |
| Holsworthy NSW 2173 | \$1,228,000 | \$1,188,500 | \$1,325,000 | 54 | 14.6 | 1.11 |
| Horningsea Park NSW 2171 | \$1,055,000 | \$690,000 | \$1,150,000 | 45 | 12.9 | 1.67 |
| Hoxton Park NSW 2171 | \$1,075,000 | \$847,500 | \$1,242,875 | 40 | 15 | 1.47 |
| Liverpool NSW 2170 | \$1,200,000 | \$1,050,000 | \$1,323,750 | 110 | 16.1 | 1.26 |
| Lurnea NSW 2170 | \$1,095,000 | \$970,000 | \$1,240,000 | 90 | 14.1 | 1.28 |
| Middleton Grange NSW 2171 | \$1,176,000 | \$1,065,000 | \$1,340,000 | 77 | 9.3 | 1.26 |
| Miller NSW 2168 | \$1,006,000 | \$880,000 | \$1,080,000 | 25 | 14.3 | 1.23 |
| Moorebank NSW 2170 | \$1,364,000 | \$1,238,125 | \$1,526,500 | 192 | 10.5 | 1.23 |
| Mount Pritchard NSW 2170 | \$1,156,000 | \$992,500 | \$1,350,000 | 106 | 13.8 | 1.36 |
| Pleasure Point NSW 2172 | \$1,800,249 | \$1,184,500 | \$2,305,250 | 6 | 11.3 | 1.95 |
| Prestons NSW 2170 | \$1,200,000 | \$1,050,000 | \$1,350,000 | 137 | 14.8 | 1.29 |
| Sadleir NSW 2168 | \$952,000 | \$907,500 | \$1,092,000 | 31 | 11 | 1.20 |
| Voyager Point NSW 2172 | \$1,650,000 | \$1,380,000 | \$1,850,000 | 19 | 17.3 | 1.34 |
| Wallacia NSW 2745 | \$1,130,000 | \$956,375 | \$1,593,750 | 20 | 15.5 | 1.67 |
| Warwick Farm NSW 2170 | \$932,000 | \$710,000 | \$1,075,000 | 11 | 14.6 | 1.51 |
| Wattle Grove NSW 2173 | \$1,330,000 | \$1,122,500 | \$1,567,500 | 87 | 16.4 | 1.40 |
| West Hoxton NSW 2171 | \$1,245,000 | \$1,109,125 | \$1,376,250 | 84 | 14.9 | 1.24 |

Source: Cotality, 2025

Table 23 House Price Sale Band



Source: Cotality, 2025



5.2.2 Strata dwellings

The table below shows summary statistics by suburb for strata dwellings. Areas with the higher unit prices are typically dominated by lower density products, including town houses, villas, and rowhouse type products.

Table 24 Unit Price Summary Statistics by Suburb (Nov 2025)

| Suburb (full) | Median Price* | Lower Quartile* | Upper Quartile* | Properties Sold* | Average Tenure (years) |
|---------------------------|---------------|-----------------|-----------------|------------------|------------------------|
| Ashcroft NSW 2168 | na | na | na | 4 | na |
| Busby NSW 2168 | na | na | na | 2 | na |
| Carnes Hill NSW 2171 | 795000 | 775000 | 888750 | 1 | na |
| Cartwright NSW 2168 | 757500 | 517500 | 820000 | 1 | 6 |
| Casula NSW 2170 | 830000 | 733000 | 870000 | 69 | 10.6 |
| Cecil Hills NSW 2171 | na | na | na | 1 | na |
| Chipping Norton NSW 2170 | 815000 | 664500 | 936500 | 59 | 10.9 |
| Denham Court NSW 2565 | na | na | na | 1 | na |
| Elizabeth Hills NSW 2171 | 522500 | 449225 | 549900 | 2 | 1.1 |
| Green Valley NSW 2168 | 835000 | 750000 | 935000 | 7 | 5.5 |
| Hammondville NSW 2170 | 790000 | 740000 | 841000 | 21 | 11.3 |
| Heckenberg NSW 2168 | na | na | na | na | na |
| Hinchinbrook NSW 2168 | 760000 | 715000 | 815250 | 6 | 10.5 |
| Holsworthy NSW 2173 | 902500 | 900000 | 953750 | 7 | 12.7 |
| Horningsea Park NSW 2171 | na | na | na | 1 | na |
| Hoxton Park NSW 2171 | 350000 | 326250 | 358500 | 1 | 4.5 |
| Liverpool NSW 2170 | 505000 | 415000 | 580000 | 749 | 9.6 |
| Lurnea NSW 2170 | 740000 | 691250 | 843750 | 50 | 9.1 |
| Middleton Grange NSW 2171 | 790000 | 738750 | 875000 | 3 | 10.3 |
| Miller NSW 2168 | na | na | na | 2 | na |
| Moorebank NSW 2170 | 875000 | 637500 | 1040000 | 51 | 9 |
| Mount Pritchard NSW 2170 | 760000 | 716250 | 815000 | 5 | 9.2 |
| Pleasure Point NSW 2172 | na | na | na | na | na |
| Prestons NSW 2170 | 827000 | 795500 | 877000 | 15 | 9.7 |
| Sadleir NSW 2168 | na | na | na | 1 | na |
| Voyager Point NSW 2172 | na | na | na | na | na |
| Wallacia NSW 2745 | 271000 | 268012 | 287000 | 3 | 11 |
| Warwick Farm NSW 2170 | 458000 | 384000 | 520000 | 131 | 9.8 |
| Wattle Grove NSW 2173 | 891500 | 843000 | 1022500 | 5 | 11.8 |
| West Hoxton NSW 2171 | 408500 | 383500 | 423000 | 2 | 6 |

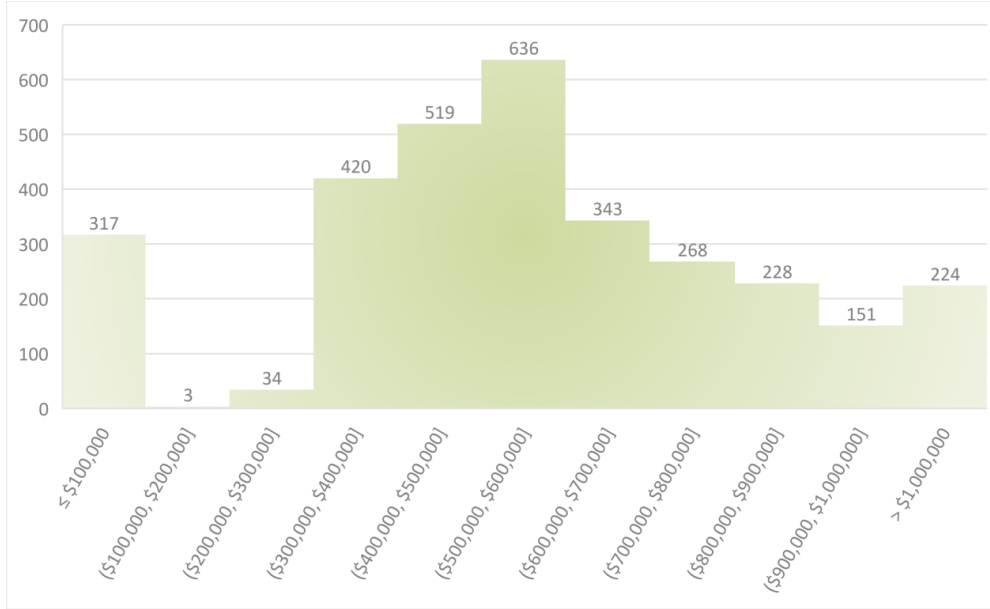
* Over 12 months ending November 2025

Source: Cotality, 2025

The figure below analyses strata sale prices on a \$/sqm basis for sales over the past two years. In general units achieved prices below \$10,000/sqm. In the current market with construction costs dwellings typically need to achieve prices above \$13,000/sqm to be viable. This indicates that feasibility in the Liverpool LGA is challenged.

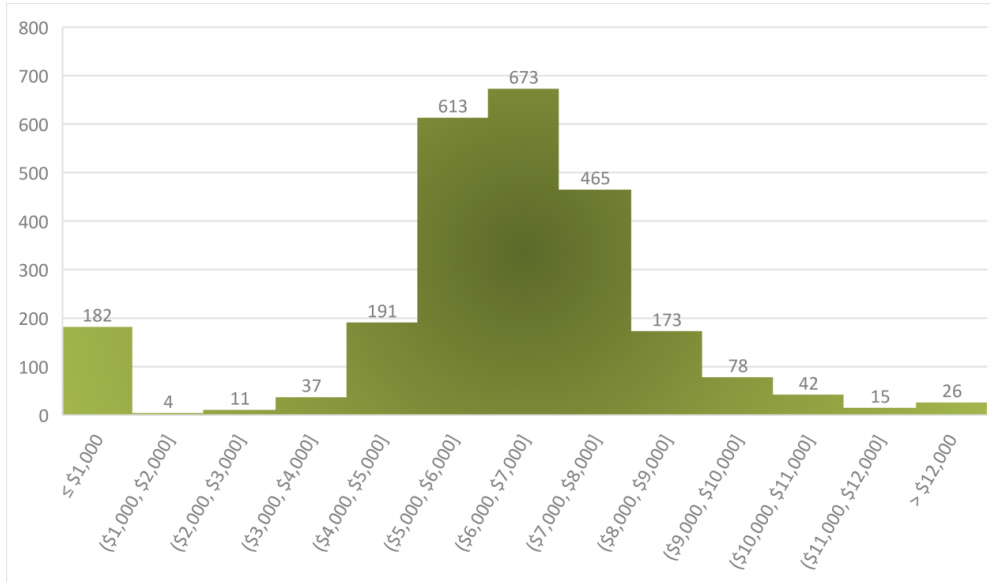


Table 25 Number of sales by \$/unit sale price in the LGA



Source: Cotality, 2025

Table 26 Number of sales by \$/sqm price band in the LGA



Source: Cotality, 2025

Figure 9 Number of units sold for within \$/sqm price band by suburb

| | <4,000 | \$4000-\$5000 | \$5000-\$6000 | \$6000-\$7000 | \$7000-\$8000 | \$8000-\$9000 | \$9000-\$10000 | Greater Than \$10,000 | Sum |
|------------------|------------|---------------|---------------|---------------|---------------|---------------|----------------|-----------------------|-------------|
| AUSTRAL | 3 | 0 | 0 | 0 | 3 | 0 | 1 | 1 | 8 |
| BUSBY | 0 | 1 | 0 | 1 | 0 | 0 | 0 | 1 | 3 |
| CARNES HILL | 1 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 2 |
| CARTWRIGHT | 3 | 3 | 4 | 2 | 1 | 1 | 0 | 0 | 14 |
| CASULA | 15 | 5 | 16 | 23 | 37 | 15 | 11 | 3 | 125 |
| CECIL HILLS | 1 | 0 | 1 | 1 | 2 | 1 | 0 | 0 | 6 |
| CHIPPING NORTON | 15 | 2 | 17 | 36 | 24 | 15 | 6 | 4 | 119 |
| EDMONDSON PARK | 8 | 3 | 6 | 18 | 27 | 39 | 25 | 23 | 149 |
| ELIZABETH HILLS | 2 | 1 | 1 | 1 | 0 | 0 | 2 | 1 | 8 |
| GREEN VALLEY | 7 | 0 | 0 | 6 | 7 | 3 | 2 | 1 | 26 |
| HAMMONDVILLE | 1 | 0 | 2 | 6 | 13 | 5 | 2 | 2 | 31 |
| HECKENBERG | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 2 | 3 |
| HINCHINBROOK | 2 | 0 | 1 | 6 | 4 | 2 | 0 | 1 | 16 |
| HOLSWORTHY | 0 | 0 | 0 | 1 | 12 | 6 | 2 | 0 | 21 |
| HORNINGSEA PARK | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| HOXTON PARK | 1 | 0 | 0 | 2 | 1 | 0 | 0 | 1 | 5 |
| LEPPINGTON | 1 | 0 | 1 | 0 | 0 | 2 | 0 | 0 | 4 |
| LIVERPOOL | 109 | 118 | 429 | 416 | 245 | 59 | 12 | 18 | 1406 |
| LURNEA | 8 | 1 | 11 | 18 | 21 | 12 | 2 | 5 | 78 |
| MIDDLETON GRANGE | 2 | 0 | 0 | 3 | 1 | 1 | 0 | 0 | 7 |
| MILLER | 0 | 1 | 0 | 0 | 2 | 0 | 0 | 0 | 3 |
| MOOREBANK | 14 | 5 | 10 | 20 | 22 | 9 | 12 | 6 | 98 |
| PRESTONS | 13 | 2 | 6 | 13 | 4 | 0 | 1 | 4 | 43 |
| ROSSMORE | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 2 |
| SADLEIR | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| WARWICK FARM | 25 | 26 | 118 | 97 | 34 | 4 | 1 | 8 | 313 |
| WATTLE GROVE | 1 | 2 | 1 | 1 | 4 | 4 | 0 | 0 | 13 |
| WEST HOXTON | 2 | 0 | 0 | 0 | 2 | 0 | 0 | 0 | 4 |
| TOTAL | 234 | 170 | 625 | 672 | 466 | 180 | 79 | 83 | 2509 |

Source: Cotality, 2025

5.3 Feasibility

This section takes a feasibility led approach to development in the LGA.

5.3.1 Apartment Feasibility

The development supply forecast and feasibility is critical to the ability to unlock growth in the study areas. This analysis identifies the potential for development viability in each study area based on high-level assumptions including:

- Existing Site Area
- First Quartile \$/sqm site area house acquisition rate
- Third Quartile \$/sqm apartment sale price
- Construction cost
 - Townhouse, \$3,000/sqm GBA (Napier Blakely July 2025)
 - Apartment, \$3,650/sqm GBA (Napier Blakely July 2025)



- Professional Fees – 8%
- Finance Costs – 8%
- Margin – 15%
- GST – 10%

HillPDA analysed data from the NSW Planning Portal in the absence of the data request from Liverpool City Council. This data, consisted of:

- Lots
- Floorspace
- Height of Building
- Minimum Lot Size
- Zone

HillPDA adopted the rule that the largest overlap will be used for this analysis.

HillPDA used its transaction database to determine the average \$/sqm rate in the suburb. This rate has been applied to all lots, along with a 1st quartile, median and 3th quartile prices. HillPDA has assumed prices are evenly distributed.

This is not intended to be a comprehensive viability study but is intended to provide an indication of the potential for development viability in the area.

A hypothetical 75sqm apartment model below, provides an indication of the residual land value for development to be viable, to inform the rezoning scenario testing. The assumptions are in the table below.

Table 27 Feasibility Assumptions for 75sqm apartment

| Input | \$/sqm (NSA) | \$/unit |
|---------------------|--------------|-----------|
| Sale Price | \$10,000 | \$750,000 |
| GST | \$909 | \$68,182 |
| Selling Costs | \$250 | \$18,750 |
| Net Revenue | \$8,841 | \$663,068 |
| Construction Cost | \$5,715 | \$428,625 |
| Professional Fees | \$457 | \$34,290 |
| Contributions | \$400 | \$30,000 |
| Finance | \$286 | \$21,431 |
| Acquisition Costs | \$667 | \$50,000 |
| Total Costs | \$7,525 | \$564,346 |
| Margin | \$1,129 | \$84,652 |
| Minimum Net Revenue | \$8,653 | \$648,998 |
| Result | Viable | Viable |

Based on the sale price of \$750,000 per unit, HillPDA completed a tipping point analysis to work out what the required acquisition price per unit would be. This resulted in a maximum acquisition price of \$62,200 per unit or \$575/sqm GFA.



5.3.1.1 Scenario Testing

Assuming the revenue of \$10,000/sqm, HillPDA has tested the ability for the suburb to achieve viability benchmarks. This analysis shows that development is extremely challenged and generally unviable.

Table 28 Suburb General Viability

| Suburb | Residual \$/Sqm | 1:1 | 2:1 | 3:1 | 4:1 | 5:1 | 6:1 | 7:1 | 8:1 |
|------------------|-----------------|------------|------------|------------|------------|------------|------------|------------|------------|
| Ashcroft | \$1,446 | Not Viable | Not Viable | Viable | Viable | Viable | Viable | Viable | Viable |
| Busby | \$1,390 | Not Viable | Not Viable | Viable | Viable | Viable | Viable | Viable | Viable |
| Carnes Hill | \$3,134 | Not Viable | Not Viable | Not Viable | Not Viable | Not Viable | Viable | Viable | Viable |
| Cartwright | \$1,463 | Not Viable | Not Viable | Viable | Viable | Viable | Viable | Viable | Viable |
| Casula | \$2,439 | Not Viable | Not Viable | Not Viable | Not Viable | Viable | Viable | Viable | Viable |
| Cecil Hills | \$2,589 | Not Viable | Not Viable | Not Viable | Not Viable | Viable | Viable | Viable | Viable |
| Chipping Norton | \$2,962 | Not Viable | Not Viable | Not Viable | Not Viable | Not Viable | Viable | Viable | Viable |
| Elizabeth Hills | \$3,714 | Not Viable | Not Viable | Not Viable | Not Viable | Not Viable | Not Viable | Viable | Viable |
| Green Valley | \$1,992 | Not Viable | Not Viable | Not Viable | Viable | Viable | Viable | Viable | Viable |
| Hammondville | \$1,737 | Not Viable | Not Viable | Not Viable | Viable | Viable | Viable | Viable | Viable |
| Heckenberg | \$1,036 | Not Viable | Viable | Viable | Viable | Viable | Viable | Viable | Viable |
| Hinchinbrook | \$2,259 | Not Viable | Not Viable | Not Viable | Viable | Viable | Viable | Viable | Viable |
| Holsworthy | \$6,004 | Not Viable | Not Viable | Not Viable | Not Viable | Not Viable | Not Viable | Not Viable | Not Viable |
| Horningsea Park | \$2,659 | Not Viable | Not Viable | Not Viable | Not Viable | Viable | Viable | Viable | Viable |
| Hoxton Park | \$2,181 | Not Viable | Not Viable | Not Viable | Viable | Viable | Viable | Viable | Viable |
| Kemps Creek | | Not Viable | Not Viable | Not Viable | Not Viable | Not Viable | Not Viable | Not Viable | Not Viable |
| Leppington | \$2,441 | Not Viable | Not Viable | Not Viable | Not Viable | Viable | Viable | Viable | Viable |
| Liverpool | \$3,902 | Not Viable | Not Viable | Not Viable | Not Viable | Not Viable | Not Viable | Viable | Viable |
| Lurnea | \$2,721 | Not Viable | Not Viable | Not Viable | Not Viable | Viable | Viable | Viable | Viable |
| Middleton Grange | \$3,789 | Not Viable | Not Viable | Not Viable | Not Viable | Not Viable | Not Viable | Viable | Viable |
| Miller | \$2,773 | Not Viable | Not Viable | Not Viable | Not Viable | Viable | Viable | Viable | Viable |
| Moorebank | \$3,999 | Not Viable | Not Viable | Not Viable | Not Viable | Not Viable | Not Viable | Viable | Viable |
| Mount Pritchard | \$1,888 | Not Viable | Not Viable | Not Viable | Viable | Viable | Viable | Viable | Viable |
| Pleasure Point | \$2,239 | Not Viable | Not Viable | Not Viable | Viable | Viable | Viable | Viable | Viable |
| Prestons | \$2,971 | Not Viable | Not Viable | Not Viable | Not Viable | Not Viable | Viable | Viable | Viable |
| Sadleir | \$1,635 | Not Viable | Not Viable | Viable | Viable | Viable | Viable | Viable | Viable |
| Voyager Point | \$2,493 | Not Viable | Not Viable | Not Viable | Not Viable | Viable | Viable | Viable | Viable |
| Warwick Farm | \$2,885 | Not Viable | Not Viable | Not Viable | Not Viable | Not Viable | Viable | Viable | Viable |
| Wattle Grove | \$2,909 | Not Viable | Not Viable | Not Viable | Not Viable | Not Viable | Viable | Viable | Viable |
| West Hoxton | \$2,595 | Not Viable | Not Viable | Not Viable | Not Viable | Viable | Viable | Viable | Viable |

Source: HillPDA Analysis of Valuer General Data

5.3.2 Dual Occupancy Feasibility

Dual occupancies become feasible when the depreciated value of an old house falls below the residual land value for development. Factors affecting feasibility are as follows:

1. Depreciation over time
 - Over a 30-50 year period a property ages and the value of the built form depreciates
 - Older homes require upgrades to remain competitive in the market
2. Renovation costs
 - Underinvestment can lead to properties needing substantial renovations
 - Typical costs could be in the order of \$250,000 to \$500,000, covering:
 - Structural and compliance upgrades such as roofs
 - New bathrooms and kitchens
 - Extensions/additional storeys



3. New build costs

- Dual occupancy cost is around \$500,000 to \$800,000 per dwelling depending on design, finishes and site constraints.

4. Viability

- Instead of spending \$250,000 to \$500,000 on a single renovation, owners can invest slightly more to create two dwellings, increasing
 - Market value
 - Rental income potential
 - Long term asset performance

While, it is often not viable to convert a recently constructed dwelling into an asset or a dwelling that has been significantly improved, it is expected that this will occur in older areas.

The viability becomes more compelling as end sale values increase above construction costs, and existing stock ages.

5.4 Affordability

The potential to increase price can improve development feasibility. HillPDA has reviewed affordability limits (ie capacity to pay) based on household incomes in the area. The steps to calculate this are as follows:

- The ABS provides weekly income bands in the 2021 Census, which are converted to annual income.
- Superannuation and tax are deducted
- The average non-discretionary expenditure and 50% of the average discretionary income is deducted (sourced from ABS household consumer spending data)
- The residual is the portion available for mortgage repayment, which is then applied to standard loan parameters of a 6.25% interest rate and a 25-year term.
- This approach allows the debt-to-income ratio to increase as the income also increases.

We note that from 1 February 2026 APRA will limit high debt to income ratio lending, with no more than 20% of new mortgage lending at a debt of six times income or more. This will provide a tighter constraint on lending. This shows:

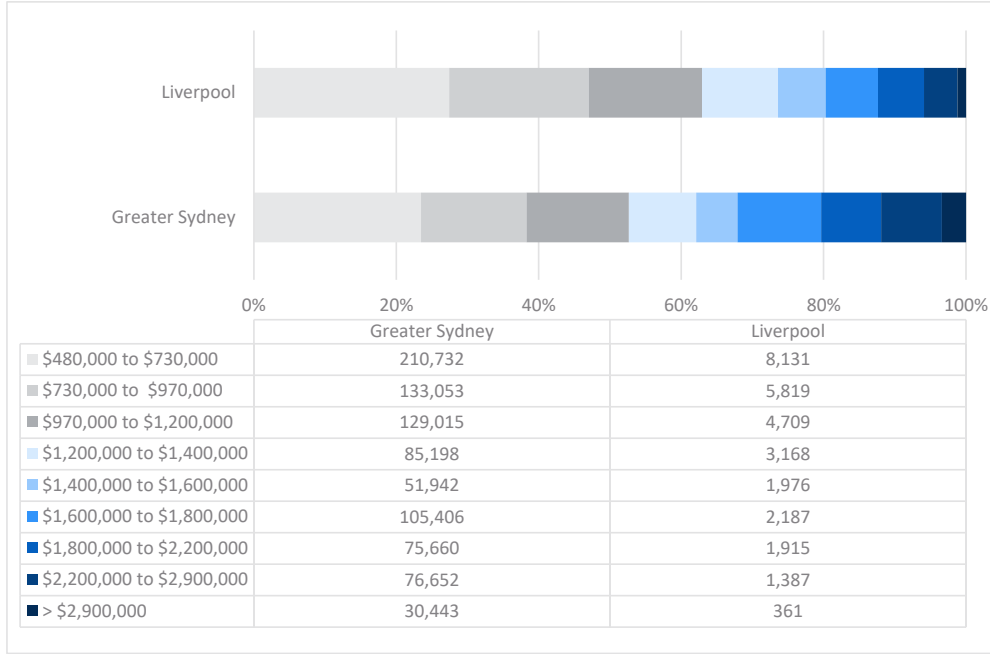
- Liverpool LGA median house price is approximately \$1.36 million²
- Liverpool Median Unit Price is approximately \$565,000³
- Liverpool is relatively affordable for large portions of the Greater Sydney market, and can compete on price attracting buyers from outside of the Liverpool LGA.

² HTAG, 2025

³ HTAG, 2025



Table 29 Portion and number of household earning more than \$104,000 per annum that can service mortgage at specific price bands



5.4.1 What does this mean for future development trends?

There has been significant commentary on the viability of Western Sydney Housing. A recent report stated:

There are around 80,000 dwellings sitting in the development pipeline, but just 15,773 approvals were granted in 2024/25, representing a 38% shortfall against annual requirements of 25,636 dwellings. Construction activity is even further behind, with 5,369 units under way across the region.⁴

The NSW Government’s Low to Mid Rise Policy and Transit Oriented Development Policy has unlocked sites in the north and the east. These areas can achieve higher prices, and better margins.

As there is limited construction capacity, and high costs, with development viability challenges, this will see infill development in Western Sydney and Liverpool to stay under pressure.

However, the HillPDA analysis above shows market depth. There are only around 180,000 households have the capacity to pay more than \$1.8 million for a dwelling based on their income, and only 100,000 that can afford to pay more than \$2.2 million. This means that there may not be enough buyers for the amount of development planned in these areas.

There have been 239 development proposals under those controls. The Housing Delivery Authority has declared 102,000 homes as state significant. The combined impact of this development quantity is the buyer pool is challenged.

Because of viability the development industry recently shifted its attention away from Western Sydney and towards Eastern Sydney and more luxury development. Nevertheless we expect some attention will return to Western Sydney because of the limited market depth in the Eastern Sydney and luxury sub-markets.

⁴ <https://www.realestate.com.au/news/dangerously-behind-housing-shortfall-in-western-sydney-revealed/>

This will start to shift buyers looking in other parts of the market, and potentially:

- Construction capacity directed to other well-located parts of the market
- Upward pressure on house prices, as buyers seek to purchase house prices where they can afford, or do not want an apartment. This can undermine feasibility for urban renewal due to the rising cost of land acquisition.
- Upward pressure on apartment prices as buyers are priced out of the house market and seek to purchase townhouses and apartments as a relatively more affordable option. This can enhance development feasibility.

Overall, Liverpool LGA may see an improvement in development viability over the medium-term.

5.5 Future Trends

5.5.1 Prices

The only suburbs that enjoyed apartment price increases averaging more than 4.5% per annum over the past 10 years were Cecil Hills, Elizabeth Hills, Green Valley, Horningsea Park, Middleton Grange.

The table below shows that over the past ten years on average house prices have grown significantly more than unit prices in all suburbs except Cecil Hills, Denham Court, Elizabeth Hills, and Green Valley. This means that the acquisition costs will increase by more than the sale price making feasibility more challenging in the future.

Eventually, the price on houses will begin to hit the point where affordability pressures shift more buyers to apartments. This has recently occurred in higher value parts of Sydney, and we would expect to see it occur in Liverpool helping feasibility over the next 25 years.

Table 30 Median price growth for the suburb for 10 years to November 2025

| Suburb | Unit | House | House:Unit Price Increase Ratio |
|---------------------------|-------|-------|---------------------------------|
| Ashcroft NSW 2168 | 2.59% | 4.8% | 1.87 |
| Busby NSW 2168 | 4.46% | 4.7% | 1.06 |
| Carnes Hill NSW 2171 | 3.33% | 5.6% | 1.68 |
| Cartwright NSW 2168 | 4.20% | 4.6% | 1.10 |
| Casula NSW 2170 | 4.42% | 5.8% | 1.32 |
| Cecil Hills NSW 2171 | 8.04% | 5.1% | 0.64 |
| Chipping Norton NSW 2170 | 3.12% | 5.8% | 1.87 |
| Denham Court NSW 2565 | 4.10% | 1.0% | 0.24 |
| Elizabeth Hills NSW 2171 | 6.75% | 6.3% | 0.93 |
| Green Valley NSW 2168 | 6.46% | 4.6% | 0.72 |
| Hammondville NSW 2170 | 2.94% | 6.0% | 2.03 |
| Heckenberg NSW 2168 | 3.79% | 4.5% | 1.18 |
| Hinchinbrook NSW 2168 | 4.03% | 5.5% | 1.36 |
| Holsworthy NSW 2173 | 3.52% | 5.6% | 1.59 |
| Horningsea Park NSW 2171 | 5.43% | 5.6% | 1.02 |
| Hoxton Park NSW 2171 | 3.59% | 5.2% | 1.45 |
| Liverpool NSW 2170 | 1.58% | 4.8% | 3.06 |
| Lurnea NSW 2170 | 3.85% | 4.9% | 1.28 |
| Middleton Grange NSW 2171 | 5.01% | 4.6% | 0.91 |
| Miller NSW 2168 | 3.78% | 4.7% | 1.24 |

| | | | |
|--------------------------|-------|------|------|
| Moorebank NSW 2170 | 4.19% | 5.7% | 1.36 |
| Mount Pritchard NSW 2170 | 3.96% | 5.9% | 1.48 |
| Pleasure Point NSW 2172 | 0.95% | 6.3% | 6.65 |
| Prestons NSW 2170 | 4.38% | 5.6% | 1.28 |
| Sadleir NSW 2168 | 2.84% | 4.7% | 1.67 |
| Voyager Point NSW 2172 | 4.38% | 6.2% | 1.41 |
| Wallacia NSW 2745 | 3.81% | 5.2% | 1.35 |
| Warwick Farm NSW 2170 | 1.73% | 5.3% | 3.05 |
| Wattle Grove NSW 2173 | 3.88% | 5.6% | 1.45 |
| West Hoxton NSW 2171 | 4.01% | 5.1% | 1.27 |

Source: Cotality 2025

5.5.2 Construction Costs

The Construction Market is challenged:

- Limited Availability of builders
- High costs of construction with historic high escalation

Quantity Surveyors WT expect construction costs to escalate above inflation for the next four years.

Table 31 WT Escalation Expectations

| Cost escalation | 2025 | 2026 | 2027 | 2028 |
|-----------------|------|------|------|------|
| Building | 4.6% | 4.5% | 4.6% | 5.5% |
| Infrastructure | 5.3% | 5.0% | 5.0% | 5.3% |

Source: WT, 2025

The only suburbs that enjoyed apartment price increases averaging more than 4.5% per annum over the past 10 years were Cecil Hills, Elziabeth Hills, Green Valley, Horningsea Park, Middleton Grange. This shows that feasibility is likely to remain challenged over the coming years with construction cost rises above end sale price escalation.

6.0 HILLPDA FORECAST

This section outlines the HillPDA forecast of dwelling completions. Further details are included in the suburb profiles for individual suburbs.

6.1 Growth typology framework

The growth typology framework describes the characteristics and different types of population change that can occur in suburbs. The table below shows the growth typology for each type of area, based on trends across regions and typology.

- Intensification Areas
- Established Areas

Table 32 Growth typology framework

| Assumption | Intensification areas | Established areas | Rationale |
|-------------------------------|-----------------------|-----------------------|--|
| Migration | High | Low–Moderate | HillPDA assumes net migration is disproportionately captured by Growth Areas and Intensification Areas, reflecting where new and replacement dwellings are delivered |
| Household size (2021-2031) | 2.2 | 2.7 | Intensification areas attract singles/couples; established areas reflect existing family stock |
| Household size (2031-41) | 2.1–2.3 | 2.6 | Apartment delivery in intensification areas |
| Household size (2041-51) | 2.0–2.2 | 2.5 | Ageing of original households and increased smaller dwellings over time |
| Household size trend | Flat to declining | Gradual decline | Consistent with long-run metropolitan household size trends |
| Birth rate | Lower | Moderate | Younger age profile in growth areas increases births initially |
| Occupancy rate | 96% | 97% | Allows for frictional vacancy. |
| Migration vs natural increase | Migration-led | Balanced / ageing-led | Growth concentrates where supply exists |
| Growth volatility | Medium–High | Low | Intensification areas show more cyclical delivery patterns |
| Policy responsiveness | Medium–High | Low | Growth Areas are most sensitive to planning and infrastructure decisions |

6.1.1 Household size

Household size is a critical input in the HillPDA model treated explicitly based on the characteristics of the area. Across Australia household size is reducing. However, Liverpool's occupancy has been steady, this has been driven by growth in detached housing. The table below shows that attached dwellings (town houses, villas and



the like) have a typical occupancy rate of 2.7, whereas units have an occupancy of around 2.2 people per dwelling. In our view the direction for development in established suburbs would be attached and units, and therefore, these are reasonable rates. We note that in many suburbs you are seeing a slightly higher occupancy rate, reflecting families living in attached dwelling types.

Figure 10 Occupancy per dwelling based on dwelling type and suburb

| | Detached | Attached | Unit |
|-----------------------------|----------|----------|------|
| Ashcroft | 3.40 | 4.73 | 1.88 |
| Austral | 3.18 | 2.89 | 1.43 |
| Bringelly | 3.18 | 2.00 | 2.00 |
| Busby | 3.30 | 1.87 | 2.97 |
| Carnes Hill | 3.83 | 3.58 | 2.00 |
| Cartwright | 3.30 | 2.50 | 1.59 |
| Casula | 3.37 | 2.65 | 2.41 |
| Cecil Hills | 3.63 | 3.08 | na |
| Chipping Norton | 3.18 | 2.64 | 2.02 |
| Denham Court | 3.37 | 2.87 | 1.59 |
| Edmondson Park | 3.64 | 2.85 | 1.96 |
| Elizabeth Hills | 3.84 | 3.09 | na |
| Green Valley (NSW) | 3.61 | 2.96 | 3.08 |
| Greendale (Liverpool - NSW) | 3.50 | na | na |
| Hammondville | 3.05 | 2.35 | 1.30 |
| Heckenberg | 3.46 | 2.49 | 2.05 |
| Hinchinbrook (NSW) | 3.61 | 2.98 | 3.04 |
| Holsworthy | 3.29 | 3.03 | 1.86 |
| Horningsea Park | 3.56 | 3.15 | 4.00 |
| Hoxton Park | 3.52 | 3.24 | na |
| Liverpool | 3.36 | 2.57 | 2.29 |
| Lurnea | 3.40 | 2.57 | 2.16 |
| Middleton Grange | 3.63 | 3.27 | 1.75 |
| Miller | 3.34 | 1.91 | 1.41 |
| Moorebank | 3.22 | 2.70 | 2.06 |
| Mount Pritchard | 3.28 | 2.30 | 2.20 |
| Pleasure Point | 3.51 | na | na |
| Prestons | 3.70 | 2.36 | 3.10 |
| Sadleir | 3.16 | 1.14 | 1.75 |
| Voyager Point | 3.31 | 2.64 | 1.00 |
| Wallacia | 3.20 | na | 1.17 |
| Warwick Farm | 2.68 | 1.83 | 2.21 |
| Wattle Grove (NSW) | 3.11 | 3.05 | 2.00 |
| West Hoxton | 3.79 | 3.00 | 4.00 |
| Total | 3.43 | 2.69 | 2.18 |

Source: ABS Census, 2021

6.1.2 Occupancy Rate

The occupancy rate for dwellings is high for separate houses and semi-detached dwellings, and lower for apartments across the LGA.

Table 33 Portion of dwellings occupied

| Dwelling Type | Occupied private dwellings | | | Unoccupied private dwellings | | | Occupancy Rate | | | |
|---------------|----------------------------|-----------|---------------|------------------------------|-----------|---------------|----------------|-----------|---------------|-------|
| | Separate house | Apartment | Semi-Detached | Separate house | Apartment | Semi-Detached | Separate house | Apartment | Semi-Detached | Total |
| Ashcroft | 877 | 286 | 11 | 63 | 52 | 0 | 93% | 85% | 100% | 91% |
| Austral | 1,881 | 50 | 116 | 111 | 25 | 4 | 94% | 67% | 97% | 94% |
| Bringelly | 726 | 5 | 4 | 51 | 0 | 0 | 93% | 100% | 100% | 94% |
| Busby | 1,227 | 44 | 118 | 84 | 10 | 16 | 94% | 81% | 88% | 93% |
| Carnes Hill | 857 | 9 | 9 | 19 | 0 | 0 | 98% | 100% | 100% | 98% |
| Cartwright | 551 | 383 | 42 | 37 | 91 | 0 | 94% | 81% | 100% | 88% |



| | | | | | | | | | | |
|------------------|---------------|---------------|--------------|--------------|--------------|------------|------------|------------|------------|------------|
| Casula | 3,668 | 222 | 1,276 | 160 | 30 | 95 | 96% | 88% | 93% | 95% |
| Cecil Hills | 1,811 | 9 | 90 | 51 | 0 | 0 | 97% | 100% | 100% | 97% |
| Chipping Norton | 2,479 | 220 | 371 | 82 | 27 | 18 | 97% | 89% | 95% | 96% |
| Denham Court | 2,397 | 229 | 95 | 82 | 10 | 13 | 97% | 96% | 88% | 96% |
| Edmondson Pk | 2,903 | 371 | 227 | 131 | 101 | 36 | 96% | 79% | 86% | 93% |
| Elizabeth Hills | 752 | 4 | 85 | 13 | 0 | 7 | 98% | 100% | 92% | 98% |
| Green Valley | 3,006 | 32 | 633 | 71 | 3 | 25 | 98% | 91% | 96% | 97% |
| Greendale | 90 | 0 | 0 | 8 | 0 | 0 | 92% | na | na | 92% |
| Hammondville | 747 | 138 | 314 | 30 | 5 | 15 | 96% | 97% | 95% | 96% |
| Heckenberg | 842 | 74 | 70 | 44 | 10 | 9 | 95% | 88% | 89% | 94% |
| Hinchinbrook | 2,848 | 26 | 363 | 58 | 4 | 16 | 98% | 87% | 96% | 98% |
| Holsworthy | 1,240 | 10 | 315 | 39 | 0 | 14 | 97% | 100% | 96% | 97% |
| Horningsea Park | 1,017 | 5 | 14 | 22 | 0 | 0 | 98% | 100% | 100% | 98% |
| Hoxton Park | 1,142 | 5 | 138 | 32 | 0 | 4 | 97% | 100% | 97% | 97% |
| Liverpool | 2,824 | 7,869 | 1,251 | 174 | 1,245 | 133 | 94% | 86% | 90% | 89% |
| Lurnea | 2,352 | 95 | 690 | 103 | 11 | 45 | 96% | 90% | 94% | 95% |
| Middleton Grange | 1,792 | 25 | 158 | 42 | 0 | 7 | 98% | 100% | 96% | 98% |
| Miller | 802 | 363 | 52 | 53 | 56 | 3 | 94% | 87% | 95% | 92% |
| Moorebank | 3,004 | 138 | 506 | 121 | 7 | 25 | 96% | 95% | 95% | 96% |
| Mount Pritchard | 2,839 | 116 | 309 | 123 | 20 | 15 | 96% | 85% | 95% | 95% |
| Pleasure Point | 168 | 0 | 6 | 3 | 0 | 0 | 98% | na | 100% | 98% |
| Prestons | 3,939 | 21 | 291 | 71 | 4 | 29 | 98% | 84% | 91% | 98% |
| Sadleir | 912 | 140 | 33 | 50 | 25 | 0 | 95% | 85% | 100% | 94% |
| Voyager Point | 476 | 6 | 31 | 12 | 0 | 0 | 98% | 100% | 100% | 98% |
| Wallacia | 502 | 56 | 4 | 21 | 6 | 0 | 96% | 90% | 100% | 95% |
| Warwick Farm | 526 | 1,991 | 149 | 31 | 307 | 19 | 94% | 87% | 89% | 88% |
| Wattle Grove | 2,796 | 7 | 71 | 71 | 0 | 0 | 98% | 100% | 100% | 98% |
| West Hoxton | 2,545 | 12 | 144 | 42 | 0 | 3 | 98% | 100% | 98% | 98% |
| Total | 56,552 | 12,956 | 7,981 | 2,099 | 2,053 | 552 | 96% | 86% | 94% | 94% |

Source: ABS Census, 2021

6.1.3 Tenure Type

HillPDA reviewed the number of properties in the suburb, by tenure type. This helped provide a picture of the potential for future renewal. Owned properties are more likely to have longer tenure than rented properties and a high portion of social housing apartments could indicate targeted future renewal.

Areas with a higher portion of social housing and rented dwellings, combined with suburb age were considered more likely to have housing turnover.

Figure 11 Tenure type of all dwellings by suburb

| Suburb | Owned Outright | Private Rental | Social Housing | | | |
|-----------------|----------------|----------------|----------------|-----|-----|-----|
| Ashcroft | 456 | 36% | 238 | 19% | 304 | 24% |
| Austral | 1301 | 59% | 528 | 24% | 0 | 0% |
| Bringelly | 501 | 63% | 146 | 19% | 0 | 0% |
| Busby | 574 | 38% | 325 | 22% | 319 | 21% |
| Carnes Hill | 678 | 76% | 145 | 16% | 0 | 0% |
| Cartwright | 308 | 28% | 188 | 17% | 362 | 32% |
| Casula | 3218 | 59% | 1225 | 22% | 373 | 7% |
| Cecil Hills | 1543 | 79% | 271 | 14% | 5 | 0% |
| Chipping Norton | 2272 | 71% | 597 | 19% | 12 | 0% |
| Denham Court | 2021 | 72% | 457 | 16% | 0 | 0% |
| Edmondson Park | 2211 | 59% | 1065 | 28% | 14 | 0% |
| Elizabeth Hills | 684 | 79% | 126 | 15% | 0 | 0% |



| | | | | | | |
|------------------|-------|-----|-------|-----|------|-----|
| Green Valley | 2460 | 65% | 799 | 21% | 193 | 5% |
| Greendale | 45 | 48% | 18 | 19% | 0 | 0% |
| Hammondville | 830 | 67% | 208 | 17% | 41 | 3% |
| Heckenberg | 434 | 41% | 194 | 18% | 250 | 24% |
| Hinchinbrook | 2335 | 70% | 650 | 20% | 71 | 2% |
| Holsworthy | 994 | 61% | 488 | 30% | 4 | 0% |
| Horningsea Park | 797 | 75% | 183 | 17% | 0 | 0% |
| Hoxton Park | 891 | 67% | 271 | 20% | 31 | 2% |
| Liverpool | 3860 | 29% | 5991 | 44% | 713 | 5% |
| Lurnea | 1596 | 49% | 760 | 23% | 457 | 14% |
| Middleton Grange | 1356 | 67% | 474 | 23% | 16 | 1% |
| Miller | 361 | 27% | 196 | 15% | 500 | 37% |
| Moorebank | 2674 | 70% | 690 | 18% | 93 | 2% |
| Mount Pritchard | 1925 | 56% | 731 | 21% | 309 | 9% |
| Pleasure Point | 143 | 79% | 14 | 8% | 0 | 0% |
| Prestons | 3232 | 74% | 700 | 16% | 37 | 1% |
| Sadleir | 433 | 38% | 175 | 15% | 345 | 30% |
| Voyager Point | 397 | 76% | 93 | 18% | 4 | 1% |
| Wallacia | 402 | 69% | 109 | 19% | 0 | 0% |
| Warwick Farm | 668 | 22% | 1232 | 41% | 466 | 15% |
| Wattle Grove | 1953 | 66% | 799 | 27% | 29 | 1% |
| West Hoxton | 2134 | 78% | 428 | 16% | 4 | 0% |
| Total | 45711 | 56% | 20573 | 25% | 4994 | 6% |

Source: ABS Census, 2021

Figure 12 Detached dwellings Tenure type by suburb

| Suburb | Owned Outright | | Private Rental | | Social Housing | |
|-----------------|----------------|-----|----------------|-----|----------------|-----|
| Ashcroft | 440 | 47% | 213 | 23% | 129 | 14% |
| Austral | 1198 | 60% | 498 | 25% | 0 | 0% |
| Bringelly | 498 | 64% | 146 | 19% | 0 | 0% |
| Busby | 548 | 42% | 298 | 23% | 240 | 18% |
| Carnes Hill | 675 | 77% | 137 | 16% | 0 | 0% |
| Cartwright | 288 | 48% | 151 | 25% | 57 | 10% |
| Casula | 2628 | 69% | 735 | 19% | 100 | 3% |
| Cecil Hills | 1496 | 81% | 230 | 12% | 5 | 0% |
| Chipping Norton | 1996 | 78% | 327 | 13% | 0 | 0% |
| Denham Court | 1902 | 77% | 389 | 16% | 0 | 0% |
| Edmondson Park | 1968 | 65% | 768 | 25% | 9 | 0% |
| Elizabeth Hills | 637 | 83% | 83 | 11% | 0 | 0% |
| Green Valley | 2142 | 70% | 602 | 20% | 90 | 3% |
| Greendale | 45 | 48% | 18 | 19% | 0 | 0% |
| Hammondville | 601 | 78% | 123 | 16% | 3 | 0% |
| Heckenberg | 420 | 47% | 175 | 20% | 170 | 19% |
| Hinchinbrook | 2113 | 73% | 539 | 19% | 45 | 2% |
| Holsworthy | 834 | 65% | 350 | 27% | 4 | 0% |
| Horningsea Park | 788 | 76% | 179 | 17% | 0 | 0% |

| | | | | | | |
|------------------|-------|-----|-------|-----|------|-----|
| Hoxton Park | 823 | 70% | 221 | 19% | 28 | 2% |
| Liverpool | 1627 | 54% | 845 | 28% | 79 | 3% |
| Lurnea | 1318 | 54% | 531 | 22% | 268 | 11% |
| Middleton Grange | 1271 | 69% | 394 | 21% | 9 | 0% |
| Miller | 339 | 39% | 180 | 21% | 202 | 23% |
| Moorebank | 2348 | 75% | 488 | 16% | 27 | 1% |
| Mount Pritchard | 1825 | 62% | 649 | 22% | 114 | 4% |
| Pleasure Point | 143 | 82% | 14 | 8% | 0 | 0% |
| Prestons | 3086 | 77% | 622 | 15% | 37 | 1% |
| Sadleir | 419 | 44% | 153 | 16% | 229 | 24% |
| Voyager Point | 397 | 82% | 60 | 12% | 4 | 1% |
| Wallacia | 378 | 72% | 81 | 16% | 0 | 0% |
| Warwick Farm | 189 | 34% | 130 | 23% | 153 | 27% |
| Wattle Grove | 1906 | 67% | 782 | 27% | 29 | 1% |
| West Hoxton | 2063 | 80% | 365 | 14% | 4 | 0% |
| Total | 39377 | 67% | 11500 | 20% | 2068 | 4% |

Source: ABS Census, 2021

Figure 13 Strata dwellings tenure type by suburb

| Suburb | Owned Outright | | Private Rental | | Social Housing | |
|------------------|----------------|------|----------------|-----|----------------|-----|
| Ashcroft | 16 | 5% | 21 | 6% | 175 | 52% |
| Austral | 23 | 31% | 5 | 7% | 0 | 0% |
| Bringelly | 3 | 43% | 0 | 0% | 0 | 0% |
| Busby | 16 | 31% | 24 | 46% | 0 | 0% |
| Carnes Hill | 0 | 0% | 5 | 56% | 0 | 0% |
| Cartwright | 11 | 2% | 33 | 7% | 277 | 59% |
| Casula | 36 | 14% | 62 | 25% | 96 | 38% |
| Cecil Hills | 0 | 0% | 0 | 0% | 0 | 0% |
| Chipping Norton | 81 | 33% | 122 | 50% | 0 | 0% |
| Denham Court | 87 | 37% | 13 | 6% | 0 | 0% |
| Edmondson Park | 137 | 29% | 187 | 40% | 5 | 1% |
| Elizabeth Hills | 0 | 0% | 0 | 0% | 0 | 0% |
| Green Valley | 11 | 31% | 17 | 49% | 0 | 0% |
| Greendale | 0 | | 0 | | 0 | |
| Hammondville | 42 | 29% | 12 | 8% | 9 | 6% |
| Heckenberg | 8 | 9% | 19 | 21% | 32 | 36% |
| Hinchinbrook | 0 | 0% | 18 | 58% | 0 | 0% |
| Holsworthy | 0 | 0% | 6 | 86% | 0 | 0% |
| Horningsea Park | 5 | 100% | 0 | 0% | 0 | 0% |
| Hoxton Park | 0 | 0% | 4 | 80% | 0 | 0% |
| Liverpool | 1882 | 21% | 4641 | 51% | 414 | 5% |
| Lurnea | 16 | 16% | 39 | 38% | 19 | 19% |
| Middleton Grange | 7 | 28% | 8 | 32% | 0 | 0% |
| Miller | 11 | 3% | 16 | 4% | 270 | 65% |
| Moorebank | 39 | 27% | 51 | 35% | 32 | 22% |
| Mount Pritchard | 35 | 26% | 46 | 34% | 25 | 18% |



| | | | | | | |
|----------------|------|-----|------|-----|------|-----|
| Pleasure Point | 0 | | 0 | | 0 | |
| Prestons | 5 | 21% | 14 | 58% | 0 | 0% |
| Sadleir | 14 | 9% | 22 | 13% | 89 | 55% |
| Voyager Point | 0 | 0% | 3 | 50% | 0 | 0% |
| Wallacia | 24 | 41% | 28 | 48% | 0 | 0% |
| Warwick Farm | 458 | 20% | 1063 | 46% | 250 | 11% |
| Wattle Grove | 4 | 44% | 3 | 33% | 0 | 0% |
| West Hoxton | 0 | 0% | 3 | 21% | 0 | 0% |
| Total | 2974 | 20% | 6484 | 43% | 1694 | 11% |

Source: ABS Census, 2021

6.2 Overall Growth

6.2.1 HillPDA dwelling suitability measure

The table below shows the number of lots by lot size that are residentially zoned in each suburb based on HillPDA GIS analysis.

- In general, a dual occupancy development requires a lot size of 600sqm.
- An apartment development typically requires a lot exceeding 1,200sqm as a benchmark to comply with ADG requirements around building separation, setbacks, and efficient car parking.

Table 34 Residential lots by lot size and FSR

| Suburb | Residential Zoned Lots | Total Residential GFA | Potential Dwellings | Average Lot Size | Median Lot Size | Third Quartile Lot Size | Lots >600sqm | Lots >1,200sqm | Average FSR | Maximum FSR | Lots > 0.65 FSR | Lots > 1.0 FSR | Lots 2.5 FSR |
|-----------------|------------------------|-----------------------|---------------------|------------------|-----------------|-------------------------|--------------|----------------|-------------|-------------|-----------------|----------------|--------------|
| Ashcroft | 1,224 | 401,463 | 4,015 | 586 | 594 | 636 | 565 | 20 | 0.56 | 1.70 | 92 | 92 | 0 |
| Bringelly | 145 | 287,230 | 2,872 | 19,809 | 20,492 | 21,361 | 140 | 138 | 0.10 | 0.10 | 0 | 0 | 0 |
| Busby | 1,424 | 433,213 | 4,332 | 577 | 599 | 650 | 707 | 15 | 0.54 | 1.70 | 106 | 106 | 0 |
| Carnes Hill | 1,171 | 415,266 | 4,153 | 570 | 450 | 479 | 71 | 24 | 0.63 | 1.70 | 460 | 17 | 0 |
| Cartwright | 757 | 316,544 | 3,165 | 598 | 580 | 617 | 270 | 28 | 0.70 | 1.70 | 298 | 280 | 0 |
| Casula | 5,218 | 1,645,128 | 16,451 | 576 | 555 | 655 | 1,818 | 187 | 0.57 | 1.70 | 608 | 361 | 0 |
| Cecil Hills | 2,061 | 804,375 | 8,044 | 650 | 601 | 703 | 1,037 | 31 | 0.60 | 0.60 | 0 | 0 | 0 |
| Cecil Park | 9 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0.62 | 0.65 | 4 | 0 | 0 |
| Chipping Ntn | 3,401 | 1,042,931 | 10,429 | 583 | 669 | 689 | 2,268 | 84 | 0.52 | 1.50 | 149 | 25 | 0 |
| Denham Court | 209 | 186,103 | 1,861 | 8,904 | 10,009 | 10,085 | 182 | 182 | 0.10 | 0.10 | 0 | 0 | 0 |
| Edmondson Pk | 3,931 | 1,622,925 | 16,229 | 563 | 445 | 464 | 235 | 132 | 0.71 | 1.50 | 3916 | 201 | 0 |
| Elizabeth Hills | 987 | 249,196 | 2,492 | 395 | 404 | 510 | 106 | 1 | 0.64 | 0.65 | 736 | 0 | 0 |
| Green Valley | 3,974 | 1,058,745 | 10,587 | 518 | 504 | 607 | 1,096 | 48 | 0.53 | 1.70 | 245 | 157 | 0 |
| Greendale | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0.10 | 0.10 | 0 | 0 | 0 |
| Hammondville | 1,192 | 387,005 | 3,870 | 649 | 559 | 611 | 322 | 49 | 0.51 | 1.50 | 12 | 12 | 0 |
| Heckenberg | 937 | 291,385 | 2,914 | 622 | 592 | 645 | 419 | 11 | 0.51 | 1.20 | 8 | 8 | 0 |
| Hinchinbrook | 3,353 | 1,105,292 | 11,053 | 612 | 520 | 652 | 1,358 | 45 | 0.54 | 1.50 | 43 | 18 | 0 |
| Holsworthy | 1,534 | 487,392 | 4,874 | 613 | 559 | 595 | 359 | 13 | 0.53 | 1.50 | 185 | 2 | 0 |
| Horningsea Pk | 1,212 | 404,422 | 4,044 | 556 | 463 | 582 | 265 | 13 | 0.60 | 0.65 | 4 | 0 | 0 |
| Hoxton Park | 1,448 | 445,263 | 4,453 | 513 | 455 | 517 | 148 | 21 | 0.60 | 1.20 | 8 | 8 | 0 |
| Liverpool | 5,229 | 3,583,724 | 35,837 | 605 | 558 | 699 | 2,181 | 359 | 1.05 | 1.0 | 1910 | 1791 | 753 |
| Lurnea | 2,754 | 856,983 | 8,570 | 612 | 571 | 650 | 984 | 86 | 0.52 | 1.7 | 140 | 43 | 0 |
| Middleton Gr | 796 | 192,785 | 1,928 | 369 | 375 | 450 | 31 | 3 | 0.66 | 0.75 | 795 | 0 | 0 |
| Miller | 1,047 | 713,059 | 7,131 | 743 | 580 | 624 | 374 | 23 | 0.82 | 1.7 | 477 | 477 | 0 |
| Moorebank | 4,515 | 1,182,165 | 11,822 | 461 | 423 | 669 | 1,653 | 61 | 0.58 | 1.7 | 1882 | 153 | 0 |



| | | | | | | | | | | | | | |
|-----------------------|-------|-----------|--------|--------|--------|--------|-------|----|------|------|-----|-----|---|
| Mt Pritchard | 212 | 54,063 | 541 | 510 | 639 | 669 | 118 | 1 | 0.51 | 1.2 | 3 | 3 | 0 |
| Pleasure Point | 250 | 263,588 | 2,636 | 2,111 | 675 | 846 | 147 | 11 | 0.44 | 0.5 | 0 | 0 | 0 |
| Prestons | 4,708 | 1,506,432 | 15,064 | 539 | 465 | 549 | 618 | 58 | 0.60 | 1.2 | 12 | 5 | 0 |
| Sadleir | 1,057 | 334,168 | 3,342 | 581 | 591 | 631 | 445 | 12 | 0.55 | 1.2 | 106 | 106 | 0 |
| Voyager Point | 543 | 161,181 | 1,612 | 594 | 585 | 671 | 252 | 3 | 0.50 | 0.5 | 0 | 0 | 0 |
| Wallacia | 39 | 45,995 | 460 | 11,730 | 19,995 | 20,009 | 30 | 30 | 0.11 | 0.15 | 0 | 0 | 0 |
| Warwick Farm | 841 | 539,787 | 5,398 | 762 | 612 | 712 | 466 | 89 | 0.79 | 2.5 | 184 | 183 | 2 |
| Wattle Grove | 3,054 | 789,144 | 7,891 | 517 | 470 | 619 | 1,003 | 20 | 0.50 | 1.5 | 10 | 10 | 0 |
| West Hoxton | 2,790 | 932,916 | 9,329 | 562 | 516 | 600 | 708 | 46 | 0.60 | 1 | 5 | 5 | 0 |

Source: HillPDA GIS Analysis, NSW Planning Portal Data

Assumptions and Limitations:

- Dwelling potential is based on 100sqm GFA and realisation of full GFA. Not all sites can realise the full GFA
- Analysis does not consider the individual uses on all lots, just zoning. There may be some large lots that are currently used for non-residential purposes and are unlikely to develop
- Analysis does not consider individual lot widths and site conditions and constraints, such as contamination, typography, etc.

6.2.2 Suburb Growth Potential Framework

HillPDA considered different renewal outcomes based on the characteristics of each suburb. In general between 0.3% to 0.6% of detached dwellings are demolished and replaced each year. Over a 25-30 year horizon this equates to between 8% to 15% of the housing stock. These trends are:

- Higher in areas with social housing renewal or strong market pressure
- Lower in newer suburbs, or suburbs with lower housing prices.

Redevelopment typically occurs when land value exceeds improvement value by a margin to support redevelopment, which explains why:

- Older suburbs with rising land values renew faster. These suburbs also usually benefit from larger lots which are easier to subdivide.
- Social housing areas can have a step change in housing supply through consolidated renewal efforts, which has been applied to Cartwright.
- Newer suburbs have to wait for existing stock to depreciate, which is why areas like Carnes Hill, Middleton Grange and West Hoxton show low renewal shares.

In considering the likelihood of renewal HillPDA has also qualitatively assessed local amenity such as access, proximity and walkability to public transport, shops, quality open spaces and public domain.

6.2.3 LEP Latent Capacity Model

Mecone prepared a latent capacity model for the LEP review, this included a review of the planning controls and the potential for future development in the LGA.

Figure 14 Suburb Capacity Model

| Suburb | LLEP2008 | Scoping report | Report Recommendations |
|-----------------|----------|----------------|------------------------|
| Ashcroft | 750 | 250 | 325 – 925 |
| Busby | 625 | 475 | 1,175 – 2,700 |
| Carnes Hill | 725 | 600 | 525 – 725 |
| Cartwright | 1,000 | 1,000 | 1,275 – 1,800 |
| Casula | 3,175 | 2,350 | 3,550 – 6,450 |
| Cecil Hills | 1,225 | 525 | 525 |
| Chipping Norton | 2,375 | 1,850 | 2,150 – 4,400 |



| | | | |
|--------------------|---------------|---------------|------------------------|
| Edmondson Park | 3,225 | 3,300 | 3,300 |
| Elizabeth Hills | 175 | 175 | 175 |
| Green Valley | 1,600 | 850 | 1,550 – 2,475 |
| Hammondville | 400 | 250 | 375 – 700 |
| Heckenberg | 425 | 175 | 250 – 450 |
| Hinchinbrook | 1,750 | 725 | 725 |
| Holsworthy | 200 | 225 | 1,400 – 3,775 |
| Horningsea Park | 650 | 400 | 400 |
| Hoxton Park | 400 | 300 | 300 – 350 |
| Liverpool | 4,000 | 3,525 | 4,450 – 6,450 |
| Lurnea | 950 | 650 | 1,100 – 2,500 |
| Middleton Grange* | 1,050 | 875 | 1,025 – 1,725 |
| Miller | 1,750 | 1,775 | 2,275 – 3,425 |
| Moorebank | 2,700 | 2,525 | 3,100 – 5,525 |
| Mount Pritchard | 100 | 100 | 175 – 375 |
| Pleasure Point | 1,000 | 1,025 | 1,025 |
| Prestons | 1,575 | 1,125 | 1,500 |
| Sadleir | 575 | 425 | 775 – 1,625 |
| Voyager Point | 100 | 100 | 100 |
| Warwick Farm | 575 | 600 | 875 – 1,625 |
| Wattle Grove | 1,075 | 550 | 550 – 575 |
| West Hoxton | 975 | 575 | 575 |
| Grand Total | 35,125 | 27,300 | 35,525 – 56,900 |

*This estimates higher growth capacity for Middleton Grange, we expect this is for greenfield growth in Middleton Grange not yet developed.

Source: Mecone

6.3 Estimated Growth

HillPDA has reviewed each of the suburb characteristics including latent capacity. Overall, suburbs with relatively stronger markets or clear growth characteristics performed better than those without.

Table 35 Estimated growth of dwellings to 2046 by suburb

| Suburb | HillPDA Total | Mecone Capacity LLEP2008 | Mecone Capacity Scoping PP | %LEP | %Scoping |
|------------------|---------------|--------------------------|----------------------------|------|----------|
| Ashcroft | 100 | 750 | 250 | 13% | 40% |
| Busby | 100 | 625 | 475 | 16% | 21% |
| Carnes Hill | 20 | 725 | 600 | 3% | 3% |
| Cartwright | 500 | 1,000 | 1,000 | 50% | 50% |
| Casula | 500 | 3,175 | 2,350 | 16% | 21% |
| Cecil Hills | 500 | 1,225 | 525 | 41% | 95% |
| Chipping Norton | 500 | 2,375 | 1,850 | 21% | 27% |
| Elizabeth Hills | 25 | 175 | 175 | 14% | 14% |
| Green Valley | 250 | 1,600 | 850 | 16% | 29% |
| Heckenberg | 150 | 425 | 175 | 35% | 86% |
| Hammondville | 50 | 400 | 250 | 13% | 20% |
| Hinchinbrook | 250 | 1,750 | 725 | 14% | 34% |
| Holsworthy | 50 | 200 | 225 | 25% | 22% |
| Hoxton Park | 85 | 400 | 300 | 21% | 28% |
| Horningsea Park | 25 | 650 | 400 | 4% | 6% |
| Liverpool | 3,600 | 4,000 | 3,525 | 90% | 102% |
| Lurnea | 100 | 950 | 650 | 11% | 15% |
| Middleton Grange | 25 | 1,050 | 875 | 2% | 3% |
| Miller | 380 | 1,750 | 1,775 | 22% | 21% |
| Moorebank | 180 | 2,700 | 2,525 | 7% | 7% |
| Mount Pritchard | 25 | 100 | 100 | 25% | 25% |
| Prestons | 200 | 1,575 | 1,125 | 13% | 18% |
| Sadleir | 100 | 575 | 425 | 17% | 24% |
| Warwick Farm | 600 | 575 | 600 | 104% | 100% |



| | | | | | |
|--------------|--------------|---------------|---------------|------------|------------|
| Wattle Grove | 200 | 1,075 | 550 | 19% | 36% |
| West Hoxton | 25 | 975 | 575 | 3% | 4% |
| Total | 8,540 | 30,800 | 22,875 | 28% | 37% |

Source: HillPDA 2025, Mecone

Applying the population assumptions detailed in section 6.1 it results in the following population estimates

Table 36 Estimated net increase in population at 5 year intervals.

| Suburb | 2026 | 2031 | 2036 | 2041 | 2046 |
|------------------|----------|-----------|-----------|-----------|-----------|
| Ashcroft | 26 | 50 | 88 | 61 | 24 |
| Busby | 26 | 50 | 88 | 61 | 24 |
| Carnes Hill | 5 | 8 | 18 | 12 | 7 |
| Cartwright | 53 | 155 | 361 | 252 | 202 |
| Casula | 196 | 315 | 441 | 206 | 97 |
| Cecil Hills | 65 | 189 | 441 | 303 | 243 |
| Chipping Norton | 65 | 189 | 441 | 303 | 243 |
| Elizabeth Hills | 0 | 0 | 0 | 0 | 0 |
| Green Valley | 8 | 13 | 20 | 12 | 10 |
| Heckenberg | 39 | 113 | 214 | 146 | 109 |
| Hammondville | 26 | 63 | 126 | 97 | 61 |
| Hinchinbrook | 13 | 25 | 38 | 24 | 24 |
| Holsworthy | 39 | 113 | 214 | 146 | 109 |
| Hoxton Park | 13 | 25 | 38 | 24 | 24 |
| Horningsea Park | 13 | 38 | 76 | 49 | 36 |
| Liverpool | 8 | 13 | 20 | 12 | 10 |
| Lurnea | 1521 | 2229 | 1858 | 1089 | 726 |
| Middleton Grange | 26 | 50 | 88 | 61 | 24 |
| Miller | 8 | 13 | 20 | 12 | 10 |
| Moorebank | 52 | 151 | 340 | 230 | 170 |
| Mount Pritchard | 39 | 76 | 151 | 109 | 73 |
| Prestons | 8 | 13 | 20 | 12 | 10 |
| Sadleir | 26 | 88 | 177 | 109 | 97 |
| Warwick Farm | 26 | 50 | 88 | 61 | 24 |
| Wattle Grove | 190 | 372 | 310 | 242 | 121 |
| West Hoxton | 26 | 88 | 177 | 109 | 97 |
| Total | 8 | 13 | 20 | 12 | 10 |

Source: HillPDA 2025

6.4 Non-private dwellings

Non-private dwellings provide communal and often short-term accommodation. The exception is aged care or nursing homes, which can be used for long-term accommodation. Independent living units or retirement living, where residents live independently in self-contained dwellings with kitchens and living spaces are classified as private dwellings.

There are currently 55 non-private dwellings in Liverpool LGA. 40 of these would potentially be used for long-term accommodation, and 15 for short-term accommodation. There are 13 reported nursing homes and 37 reported other welfare institutions.

1,343 people lived in non-private dwellings as a place of usual residence, and there are approximately 1,177 places for residential aged care in the LGA. Therefore, we consider that the overwhelming majority of non-private dwellings in the LGA will be aged care.

Table 37 Count of non-private dwellings in Liverpool LGA

| Non Private Dwelling Type | Count | Non Private Dwelling Type | Count | Non Private Dwelling Type | Count |
|---------------------------------|-------|-------------------------------------|-------|-------------------------------------|-------|
| Hotel, motel, bed and breakfast | 15 | Private hospital (not psychiatric) | 0 | Corrective institution for children | 0 |
| Nurses' quarters | 0 | Psychiatric hospital or institution | 0 | Other welfare institution | 37 |

| | | | | | |
|--|---|--|----|---|---|
| Staff quarters | 5 | Hostel for the disabled | 0 | Prison, corrective institution for adults | 0 |
| Boarding house, private hotel | 0 | Nursing home | 13 | Immigration detention centre | 0 |
| Boarding school | 0 | Accommodation for the retired or aged (not self-contained) | 0 | Convent, monastery, etc. | 0 |
| Residential college, hall of residence | 0 | Hostel for homeless, night shelter, refuge | 0 | Other and non-classifiable | 0 |
| Public hospital (not psychiatric) | 0 | Child care institution | 0 | Not stated | 0 |

Source: ABS Census 2021 (place of usual residence)

"Other welfare institution" refers to communal housing or residential facilities managed by welfare organizations, providing medium to long-term support for vulnerable groups like the homeless, people with disabilities, or the elderly, distinct from private homes but not fitting other specific categories like hostels or aged care, encompassing transitional housing, group homes, and certain charitable accommodations.

Table 38 Number of residents in non-private dwellings in Liverpool LGA by suburb

| Suburb | Residents |
|--------------------|-----------|
| Casula | 49 |
| Chipping Norton | 132 |
| Denham Court | 355 |
| Hammondville | 108 |
| Hinchinbrook (NSW) | 4 |
| Holsworthy | 318 |
| Horningsea Park | 7 |
| Liverpool | 133 |
| Lurnea | 6 |
| Miller | 20 |
| Moorebank | 7 |
| Mount Pritchard | 4 |
| Prestons | 94 |
| Warwick Farm | 14 |
| Wattle Grove (NSW) | 9 |
| West Hoxton | 8 |
| Total | 1343 |

Source: ABS, 2021

Note: Total does not add to suburb numbers as ABS makes random changes to small numbers in charts.

6.4.1 Aged Care

The vast majority of non-private dwellings are made up of aged care providers, and nursing homes. There are 9 providers in Liverpool LGA which are summarised in the table immediately below.

Table 39 Aged care in Liverpool LGA Established Suburbs

| Name Of Each Home | Street | Suburb | Reported places |
|--|---------------------|-----------------|-----------------|
| Advantaged Care at Prestons Lodge | 18 Melaleuca Place | Prestons | 132 |
| Blue Hills Manor | 25 Tulich Avenue | Prestons | 67 |
| Catholic Healthcare Holy Spirit Casula | 76 Marsh Parade | Casula | 144 |
| HammondCare Hammondville | 8-10 Judd Avenue | Hammondville | 300 |
| Bolton Clarke Willowdale | 247 Jamboree Avenue | Denham Court | 114 |
| Scalabrini Village Chipping Norton | 199 Epsom Road | Chipping Norton | 150 |
| SummitCare Casula | 18 Randwick Close | Casula | 142 |
| Uniting Bernard Austin Lodge Liverpool | 14 Boundary Road | Liverpool | 40 |
| SummitCare Liverpool-173 | 173 Elizabeth Drive | Liverpool | 100 |
| Total | | | 1,189 |

Source: Federal Aged Care Register, 2025 various online sources for reported places

Table 40 Gen Aged Care Provider List

| Service Name | Physical Address | Physical Suburb | Care Type | Residential Places | Restorative Care Places |
|--|--|-----------------|------------------------------------|--------------------|-------------------------|
| Hammondcare Hammondville | 8-10 Judd Avenue | Hammondville | Residential | 337 | |
| Uniting Bernard Austin Lodge Liverpool | 14 Boundary Road | Liverpool | Residential | 41 | |
| Summitcare Liverpool-173 | 173 Elizabeth Drive | Liverpool | Residential | 100 | |
| Scalabrini Village Nursing Home (Austral) | 65 Edmondson Avenue | Austral | Residential | 140 | |
| Scalabrini Village Chipping Norton | 199 Epsom Road | Chipping Norton | Residential | 152 | |
| Blue Hills Manor | 25 Tulich Avenue | Prestons | Residential | 67 | |
| South Western Transitional Aged Care Service | Liverpool Hospital Eastern Campus, Corner Lachlan And Hart | Liverpool | Transition Care | 0 | 118 |
| John Edmondson Vc Gardens | 120-130 Tenth Avenue | Austral | Residential | 64 | |
| Advantaged Care At Prestons Lodge | 18 Melaleuca Place | Prestons | Residential | 132 | |
| Hammond Community Care - South West Sydney | Level 1, 11-23 Judd Avenue | Hammondville | Short-Term Restorative Care (Strc) | 0 | 19 |
| Hammondcare At Home - Inner West Sydney | Level 1, 11-23 Judd Avenue | Hammondville | Short-Term Restorative Care (Strc) | 0 | 7 |
| Catholic Healthcare Holy Spirit Casula | 76 Marsh Parade | Casula | Residential | 144 | |
| Total | | | | 1,177 | 144 |

Source: Gen Aged Care

There are potentially data quality discrepancies at the level of the ABS Census and reported number of places, especially at small scale.

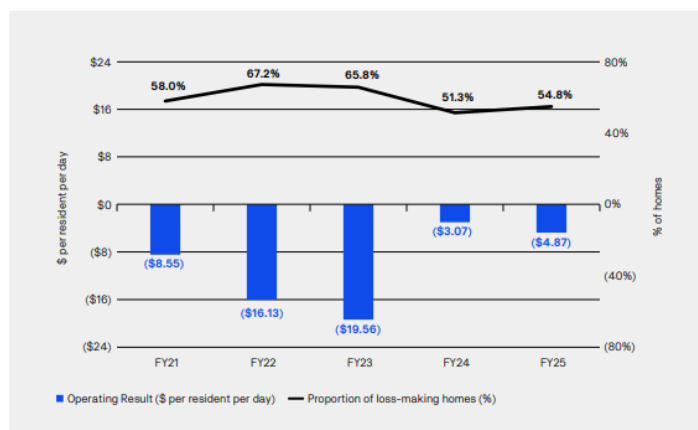
6.4.1.1 Future Trends

| Trend | Description |
|-------------------|--|
| Cost of Aged Care | The viability of the sector is challenged, as providers expand their workforce to respond to residential care requirements and increase in award rates. The median Operating EBITDA margin was 2.5%, down from 3.4% in 2023-24. The strongest results were among single-home providers, both residential care-only (3.9%) and diversified (3.1%). ⁵ However, critically the average aged care provider lost \$4.87 per day last financial year and 54.8% of homes lost money. This emphasises significant ongoing viability challenges. |

⁵ UTS UARC, 2025



Figure 18: Operating Result, per resident per day, and proportion of loss-making homes



| | |
|--------------------|--|
| Places per capita | Since 2017 the number of places per capita has reduced from 77 places to 67 places per 1,000 people aged over 70. In South West Sydney that has reduced from 82 places to 70 places. This is due to the number of people aged over 70 increasing at a faster rate than aged care places. The number of operational places has grown at 1% per annum since FY18 compared to 3.1% per annum increase in people aged over 85. |
| Health Conditions | Older adults have delayed or avoided entry into aged care, a higher portion of residents have complex health needs when tradition, this will continue to place upward pressure on providers to enhance staffing, skills and infrastructure to deliver clinical and specialist cares. |
| Informal aged care | Workforce participation increases, and geographic mobility has led to older people living alone without nearby family support. This can increase the need of aged care. |
| Economic pressures | While there is a preference to age -in-place at homes the availability of home care can be limited, which makes residential care a default |
| Shortages | South Western Sydney LHD has 150 patients in hospital who require to be transferred to aged care facilities, but there is not the space in the aged care system. ⁶ |

6.4.1.2 What does this mean for Liverpool LGA

Liverpool’s established suburbs have an ageing population. The viability of aged care as a non-private dwelling option is challenged.

The TFNSW projects growth in non-private dwellings and estimates that the portion of the population that is non-private dwelling will grow from 1.05% of the population to 1.90% of the population. Reflecting the key trends around the ageing population and need for specialised care. It also recognises that 60% of the growth will be in greenfield areas. The remaining growth is focussed in:

- Holsworthy-Wattle Grove (which incorporates Hammondville)
- Liverpool
- Chipping Norton-Moore Bank

⁶ <https://www.smh.com.au/national/nsw/the-nsw-hospital-where-one-in-five-beds-is-occupied-by-an-aged-care-resident-20251002-p5mzj2.html>



In our view this reflects densification of existing aged-care, and not necessarily new aged care in established suburbs.

Table 41 TFNSW Non Private Dwelling Forecast

| SA2 | 2021 | 2026 | 2031 | 2036 | 2041 | 2046 | 2051 | Growth | Share of Growth |
|---|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|-----------------|
| Growth Areas (combined) | 262 | 670 | 1,093 | 1,629 | 2,164 | 2,730 | 3,336 | 3,074 | 59% |
| Casula | 47 | 48 | 48 | 49 | 50 | 52 | 54 | 7 | 0% |
| Cecil Hills | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0% |
| Chipping Norton - Moorebank | 156 | 198 | 261 | 326 | 384 | 451 | 511 | 355 | 7% |
| Green Valley | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0% |
| Hinchinbrook | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0% |
| Holsworthy - Wattle Grove | 1,042 | 1,148 | 1,336 | 1,521 | 1,662 | 1,799 | 1,907 | 865 | 17% |
| Hoxton Park - Carnes Hill - Horningsea Park | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0% |
| Liverpool (combined) | 703 | 852 | 1,003 | 1,152 | 1,293 | 1,429 | 1,537 | 834 | 16% |
| Lurnea - Cartwright | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0% |
| Prestons | 108 | 105 | 101 | 109 | 126 | 153 | 171 | 63 | 1% |
| Warwick Farm | 62 | 65 | 67 | 68 | 68 | 70 | 71 | 9 | 0% |
| West Hoxton - Middleton Grange | 6 | 7 | 7 | 7 | 7 | 7 | 7 | 1 | 0% |
| Ashcroft - Busby - Miller | 22 | 21 | 21 | 23 | 24 | 25 | 26 | 5 | 0% |
| Total | 2,407 | 3,114 | 3,937 | 4,883 | 5,779 | 6,715 | 7,621 | 5,214 | 100% |
| Share of total population | 1.05% | 1.15% | 1.30% | 1.46% | 1.61% | 1.77% | 1.90% | | |

Source: TFNSW, 2024

Aged care has traditionally been viable in multiples of around 40 beds, to operate efficiently. Development activity is challenged over the coming period because:

- The operational and regulatory environment is uncertain, which challenges viability. This may result in changes to the operational model to ensure it becomes viable.

Construction costs have increased, which has resulted in additional feasibility pressures.⁷

Aged care has typically been developed based on incentives in the Housing SEPP including:

- RE2 zoned land in Greater Sydney in partnership with existing registered clubs
- SP1 or SP2 land in partnership with a place of public worship, educational establishment, hospital or seniors housing.
- 20% increase in maximum permissible FSR for residential care facilities.

Since 2016, there has been industry reporting aged care developments have difficulties competing with residential apartment buildings for development sites⁸.

Liverpool Hospital is a level 1 trauma centre and has significant intake of patients. There has been significant reporting of 'bed blocks' where aged care patients are stuck in hospital waiting for aged care placement, 94% arrive through emergency departments. The South Western Sydney Local Health District has 150 patients staying longer than their expected date of discharge due to aged care shortages.⁹ We expect that these challenges might help stimulate additional funding and places for aged care in the next 25 near Liverpool

Due to the zoning limitations, we would expect to see an intensification approach that follows the TFNSW forecast at the SA2 levels. However, there are significant question marks about the ongoing viability of the sector,

⁷ <https://www.commbank.com.au/business/brighter-perspectives/australias-aged-care-model-evolving.html> T

⁸ PCA 2016, The 5 A's of Retirement Living - towards proactive planning policy

⁹ <https://www.smh.com.au/national/nsw/the-nsw-hospital-where-one-in-five-beds-is-occupied-by-an-aged-care-resident-20251002-p5mzi2.html>



which limits our ability to comment on non-private dwellings. In our view this represents the upper band of feasibility.

7.0 CONCLUSION

7.1 Forecasts

Based on the analysis of the report, HillPDA projects the growth between the following periods as follows:

Table 42 CP 2018 Established Forecast (excluding Mannix Parade)

| | 2026 | 2031 | 2041 | 2046 | Ultimate |
|---------------------------------|------|-------|-------|-------|----------|
| Population in private dwellings | 676 | 1,529 | 2,916 | 1,901 | 1,315 |
| Dwelling | 263 | 620 | 1,188 | 805 | 559 |
| Households | 255 | 601 | 1,151 | 780 | 541 |
| Occupancy | 97% | 97% | 97% | 97% | 97% |
| Household Size | 2.65 | 2.55 | 2.53 | 2.44 | 2.43 |
| Persons Living in NPD | 251 | 253 | 201 | 207 | 170 |
| Total Population | 927 | 1,782 | 3,117 | 2,108 | 1,485 |

Table 43 CP 2009 Forecast

| | 2026 | 2031 | 2041 | 2046 | Ultimate |
|---------------------------------|------|------|------|------|----------|
| Population in private dwellings | 141 | 373 | 792 | 521 | 422 |
| Dwelling | 54 | 148 | 314 | 215 | 174 |
| Households | 52 | 144 | 305 | 209 | 169 |
| Occupancy | 97% | 97% | 97% | 97% | 97% |
| Household Size | 2.70 | 2.60 | 2.60 | 2.50 | 2.50 |
| Persons Living in NPD | 5 | 10 | 15 | 30 | 20 |
| Total Population | 146 | 383 | 807 | 551 | 442 |

Table 44 CP 2018 City Centre Forecast (excluding Moore Point)

| | 2026 | 2031 | 2041 | 2046 | Ultimate |
|---------------------------------|-------|-------|-------|-------|----------|
| Population in private dwellings | 1,711 | 2,601 | 2,167 | 1,331 | 847 |
| Dwelling | 810 | 1,260 | 1,050 | 660 | 420 |
| Households | 778 | 1,210 | 1,008 | 634 | 403 |
| Occupancy | 97% | 97% | 97% | 97% | 97% |
| Household Size | 2.70 | 2.60 | 2.60 | 2.50 | 2.50 |
| Persons Living in NPD | 153 | 150 | 141 | 138 | 109 |
| Total Population | 1,864 | 2,751 | 2,308 | 1,469 | 956 |

7.2 Next Steps

The 2026 ABS Census is scheduled on 11 August 2026. The first data release will be in June 2027. This first release will include:



- Age
- Sex recorded at birth
- Family relationship
- Usual residence
- Number of bedrooms
- Tenure type
- Landlord type
- Housing costs
- Dwelling structure
- Types of private dwelling
- Types of non-private dwelling

HillPDA recommends that following the release of the 2026 Census that the data is rebased to respond to the Census data.

APPENDIX A : MOORE POINT

Moore Point is a proposed development, located east of the Liverpool CBD across the Georges River within the suburb of Moore Bank. The map below shows the location of Moore Point in Green Highlight.



A.1 Planning Proposal Test scheme

The planning proposal suggests the precinct will deliver approximately 11,000 dwellings over 40 years. It has a test scheme shown below. The analysis is referenced to the test scheme, if a higher density is achieved, then it would affect the housing and population forecast.

Figure 15 Planning Proposal Test Scheme



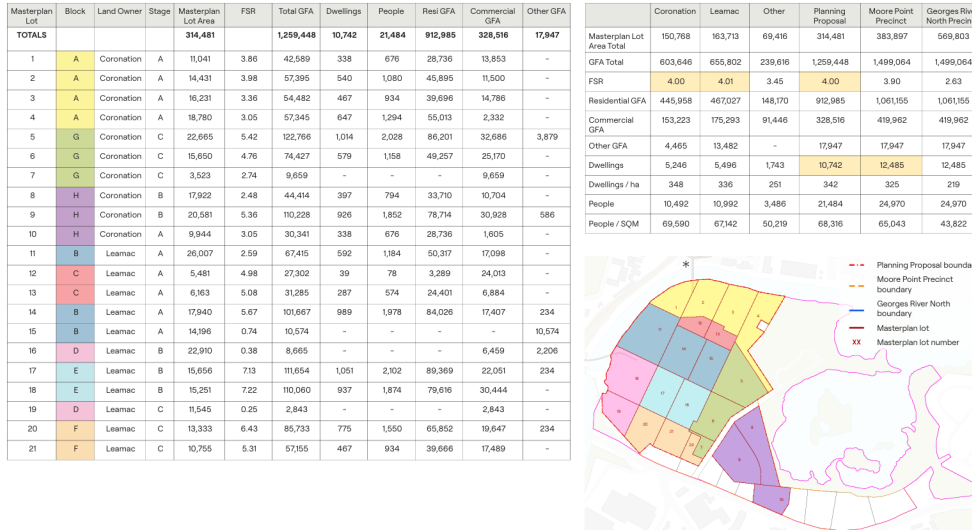
12.4 test scheme layout plan



The figure below shows the estimated dwellings and population in each block of the precinct.



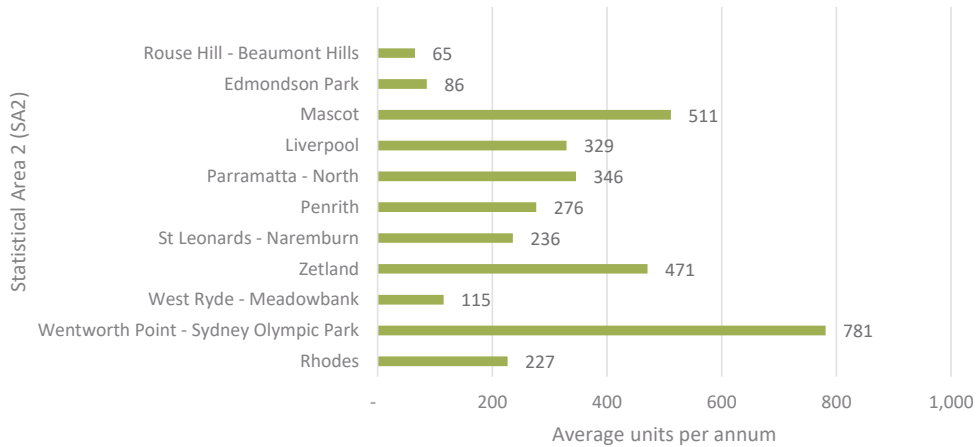
Figure 16 Residences and people per precinct



A.2 Comparison Precincts

Comparison precincts show the possible annual take-up for Moore Point. The former Urban Development Program shows completions by SA2, which corresponds roughly to a suburb. The figure below shows average completions between 2012 and 2023. The three-key comparator SA2 areas for Moorebank are Liverpool, Parramatta-North and Penrith, these areas averaged between 276 to 350 dwellings per annum. In the medium-term, we consider that the precinct could accommodate between 300-350 dwellings per annum, which translates to around 1 block per annum. As the precinct becomes more established we have allowed an increase in delivery to 400 dwellings per annum, which is a slightly slower growth than Mascot or Zetland.

Figure 17 Average unit completions per annum by SA2



Source: Urban Development Program, Dataset, HillPDA analysis ** We have sourced data from the UDP which shows the total net completions (new completions minus demolished dwellings) by statistical area 2 (SA2). We note limitations on the reliability and accuracy of the figures. The changes in geographic area boundaries between ABS census years appears to not have been accounted for. For this reason, we rely on these figures for broader completion and trend.



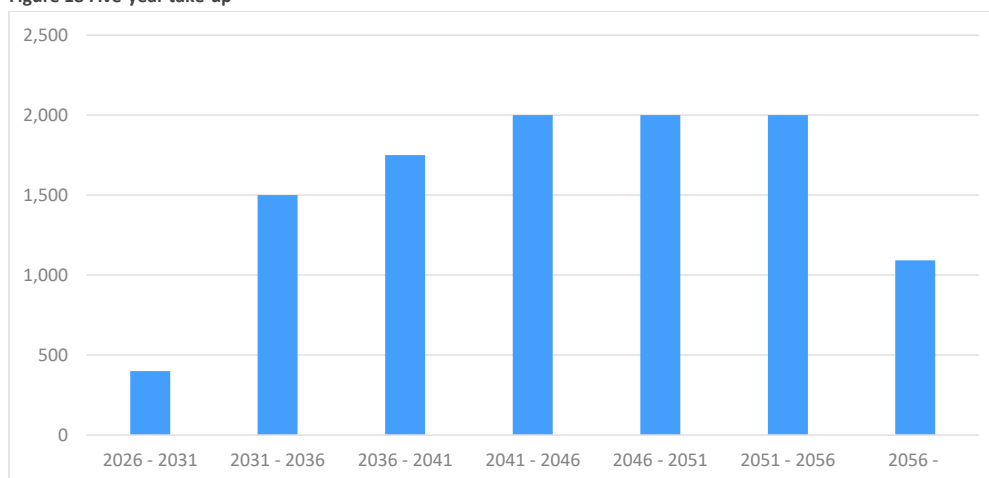
A.3 Forecast completions

HillPDA understands the rezoning is ongoing through the State Assessed Rezoning process. The first building might be completed sometime in 2029 or 2030. Assuming:

- Rezoning is completed this year and approved
- DA preparation and assessment might take around 18 months, assuming DA is approved within standard timeframes.
- Construction might take around 24 months based on Rawlinsons benchmarks
- Development will be financially viable following approval.
- Consolidated ownership with staged release of buildings at a pace of 1-2 buildings per annum
- Development supply will meet market demand and conditions at any given point and there will be annual variation with market cycles
- Faster growth could occur with build-to-rent development, which does not rely on market buyers
- Completion pace will accelerate as the precinct matures because improved amenity places upward pressure on demand.

The figure below shows the precinct growth rate and forecast completions at Moore Point.

Figure 18 Five-year take-up



Source: HillPDA 2026

Table 45 Forecast completions in Moore Point

| Year | Total Completions | Average Annual Completions | Additional People | Average annual additional population |
|-------------|-------------------|----------------------------|-------------------|--------------------------------------|
| 2026 - 2031 | 400 | 80 | 800 | 160 |
| 2031 - 2036 | 1,500 | 300 | 3,000 | 600 |
| 2036 - 2041 | 1,750 | 350 | 3,500 | 700 |
| 2041 - 2046 | 2,000 | 400 | 4,000 | 800 |
| 2046 - 2051 | 2,000 | 400 | 4,000 | 800 |
| 2051 - 2056 | 2,000 | 400 | 4,000 | 800 |
| 2056 - | 1,092 | 218 | 2,184 | 437 |

Source: HillPDA 2026

APPENDIX B : MANNIX PARADE

Mannix Parade is precinct in Warwick Farm.

Figure 19 Mannix Parade location map



Source: HillPDA 2025, Mannix Parade Precinct Social Impact Assessment

The site is currently going through a state significant assessed planning proposal that seeks to:

- Apply R4 – High Density residential zoning to the entire site
- Amend the applicable height, FSR and minimum lot size controls
- Allow for development ranging between four and eleven storeys to facilitate future residential development, including at least 30% social and affordable housing
- Provide setbacks of 7m to the Hume Highway, 6m to other roads and 3m to shared ways in some instances
- Create several shared ways and pedestrian-only paths through the site
- Establish a 1,770m² park within the site.

The site masterplan is displayed in Figure 20.



Figure 20: Masterplan



Source: Homes NSW, 2025

The planning proposal has an indicative dwelling mix and number provided by the figure below

Figure 21 Dwelling number by parcel area

| Parcel | Site Area | Planning Proposal | | Dwelling No# | | | |
|--------|---------------|-------------------|---------------|------------------------|------------|------------|-----------|
| | | FSR | GFA | | 1Br | 2Br | 3Br |
| 1 | 2260 | 2.2 | 4972 | 53 ^a | 27 | 26 | |
| 2 | 1917 | 2.5 | 4793 | 51 ^a | 26 | 25 | |
| 3 | 2347 | 2.5 | 5868 | 59 ^b | 24 | 23 | 12 |
| 4 | 3751 | 2.5 | 9378 | 93 ^b | 37 | 37 | 19 |
| 5 | 4231 | 2.5 | 10578 | 106 ^b | 42 | 42 | 22 |
| 6 | 3859 | 2.2 | 8490 | 85 ^b | 43 | 42 | |
| 7 | 2719 | 1.5 | 4079 | 44 ^a | 18 | 17 | 9 |
| 8 | 4843 | 1.5 | 7265 | 78 ^a | 31 | 31 | 16 |
| 9 | 2140 | 1.5 | 3210 | 34 ^a | 17 | 17 | |
| 10 | 4295 | 1.5 | 6443 | 69 ^a | 35 | 34 | |
| | 32,362 | | 65,072 | 672^c | 300 | 294 | 78 |

^a Dwelling No# = [GFA x 0.75 (efficiency)] ÷ 70 (Avg. Unit size)

^b Dwelling No# = [GFA x 0.70 (efficiency)] ÷ 70 (Avg. Unit size)

^c Precinct Tenure =
- minimum 30% Social and Affordable dwellings (i.e. 202 dwellings)¹
- maximum 70% Private dwellings (i.e. 470 dwellings)²

¹ Proposed Social and Affordable Housing dwelling mix = 50% 1BR and 50% 2BR, but will be finalised at development application stage

² Proposed Private dwelling mix = subject to Liverpool Council DCP dwelling mix and will be finalised at development application stage

Source: Homes NSW, 2025

The rezoning was on exhibition in late 2025. DPHI expects the determination will occur in 2026. Assuming:

- Rezoning and Development applications are approved
- Staged release schedule managing HomesNSW cashflow
- We have applied 1 parcel developed per annum with the first completion in 2029. HomesNSW might slow down the release.
- We have applied dwelling occupancy rates as per the social impact assessment report, which are 1.38 per 1-bedroom, 2.21 per 2-bedroom, 3.26 per 3 bedroom.



This results in the following forecast:

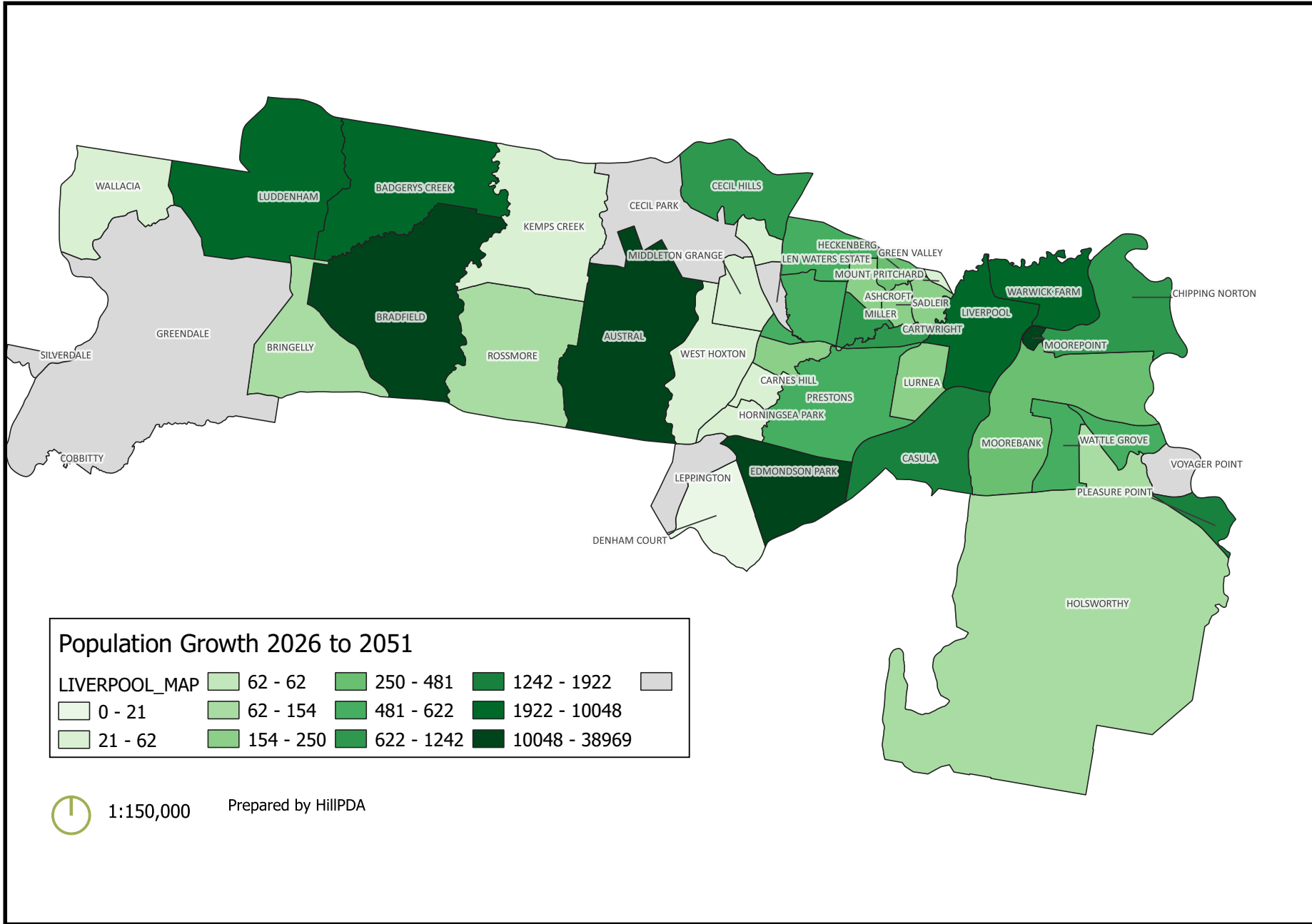
Table 46 Forecast completions in Moore Point

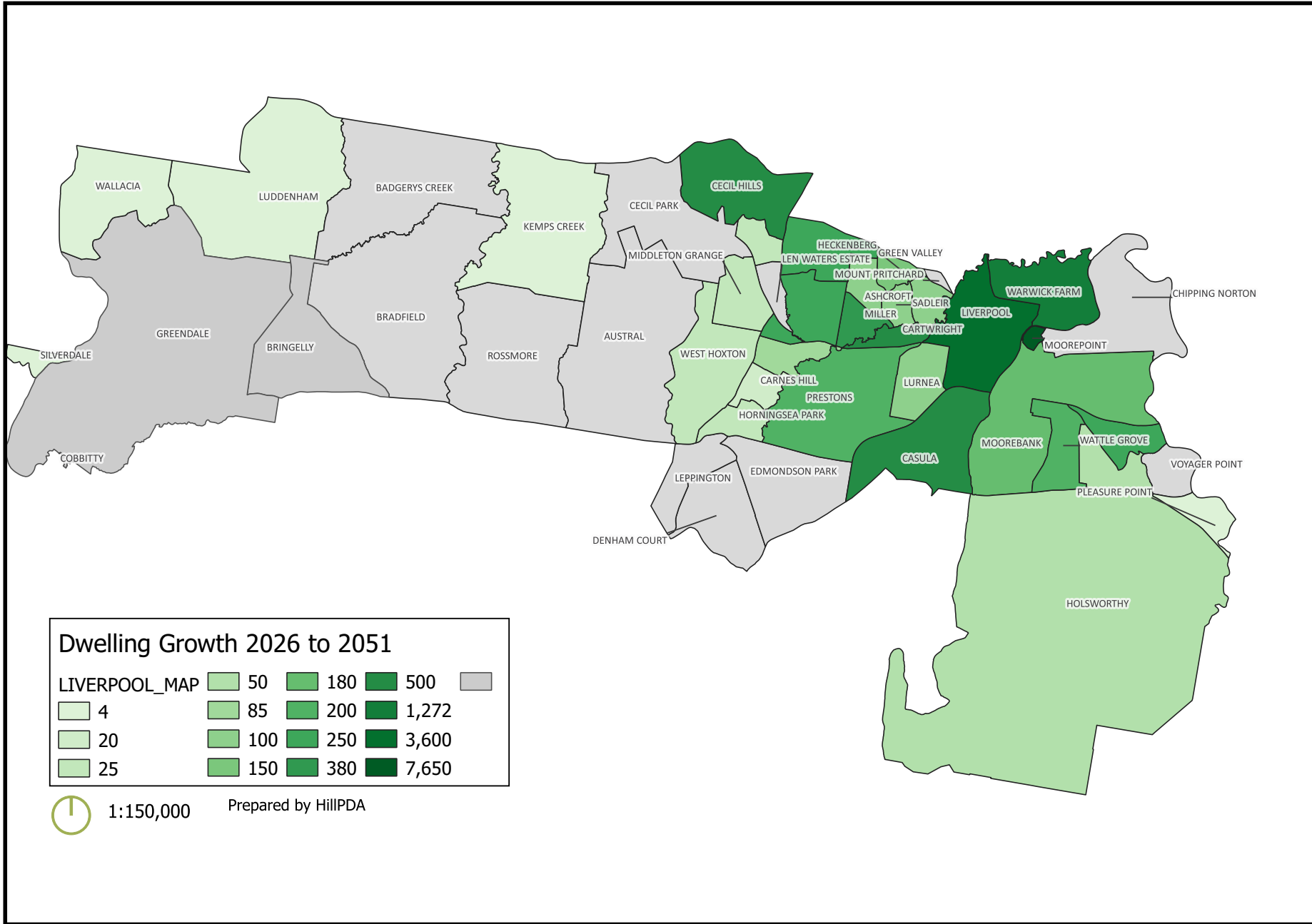
| Year | Total Completions | Additional People |
|-------------|-------------------|-------------------|
| 2026 - 2031 | 163 | 309 |
| 2031 - 2036 | 406 | 835 |
| 2036 - 2041 | 103 | 184 |

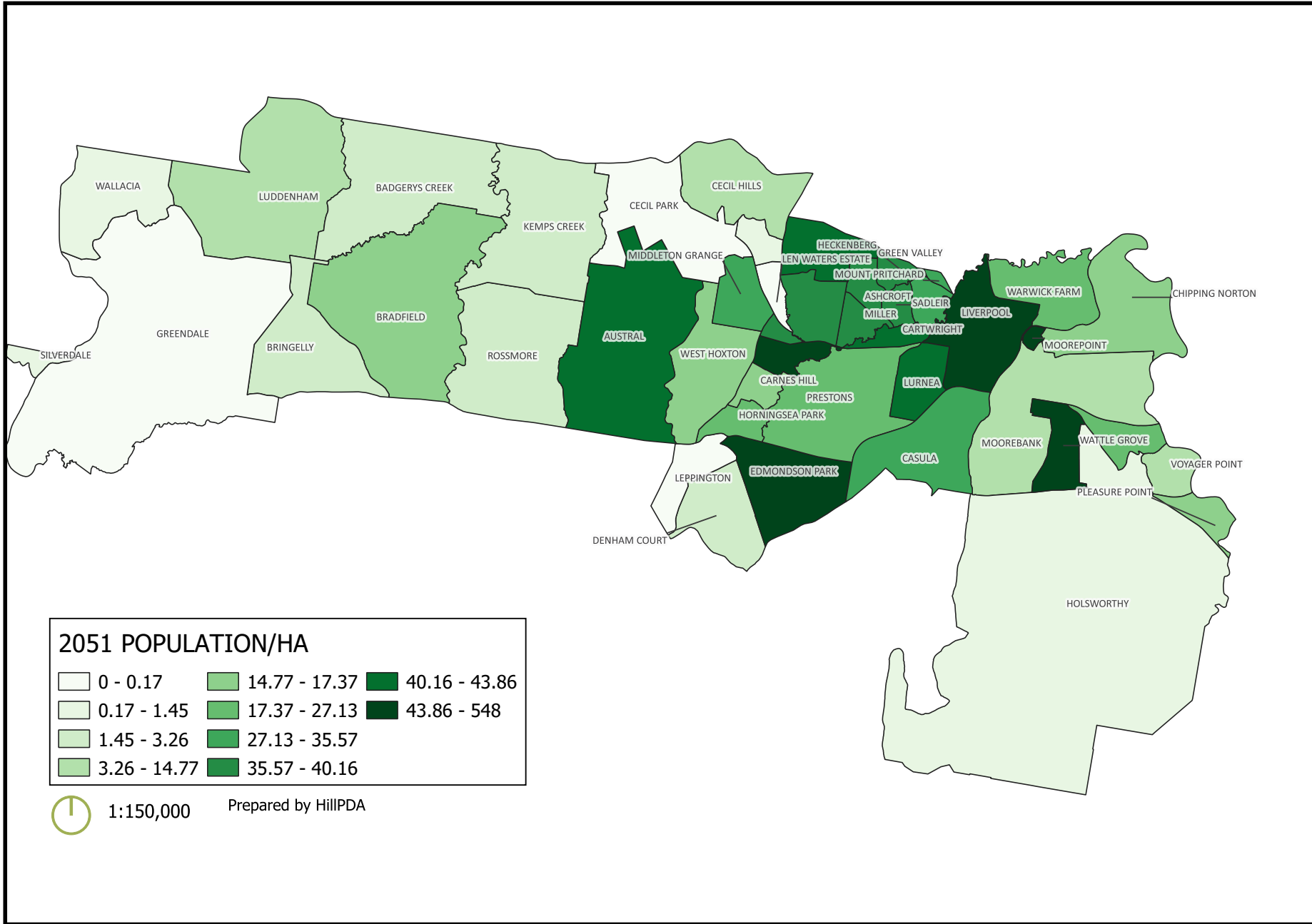
Source: HillPDA 2026



APPENDIX C : MAPS







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ITEM 02

New Planning Agreements Policy - Project Update

| | |
|----------------------------|--|
| Strategic Objective | Liveable, Sustainable, Resilient Deliver effective and efficient planning and high-quality urban design to provide best outcomes for a growing city |
| File Ref | 044717.2026 |
| Report By | Siva Karthigesch - Coordinator Contributions Planning |
| Approved By | Lina Kakish - Director Planning & Design |

EXECUTIVE SUMMARY

The Planning Agreements Policy (the Policy) sets out how Liverpool City Council (“Council”) negotiates, prepares, executes and administers Planning Agreements with the development industry to secure public benefits arising from development within the Liverpool Local Government Area (LGA).

The current Policy, last updated in 2019 (**Attachment 1**), is due for renewal to ensure alignment with current legislation and Ministerial Directions, reflect industry best practice, and address areas of ambiguity. Over the past six months, Council’s Contributions Planning Team has been preparing an updated Planning Agreements Policy (**Attachment 2**) for Council consideration.

The updated Policy will provide a transparent, robust framework for negotiating, executing and administering Planning Agreements and reflects recent legislative and guidance changes including the *Environmental Planning and Assessment Regulation 2021* and the Department of Planning, Housing and Infrastructure’s (DPHI) Planning Agreements Practice Note released in May 2025.

At the Ordinary Meeting of Council on 29 April 2026, Council staff formally sought Council endorsement to publicly exhibit the updated Policy for a minimum period of 28 days.

Following the public exhibition, a Post-Exhibition Report will be tabled at a future Ordinary Meeting of Council summarising submissions received and seeking Council endorsement for the updated Policy.

RECOMMENDATION

That the Governance Committee receives and notes this Report.

REPORT

Background

A Planning Agreement is a voluntary agreement entered into under the *Environmental Planning and Assessment Act 1979* (EP&A Act) between a planning authority and a developer, whereby the developer may dedicate land, deliver infrastructure works, make monetary contributions, or provide other public benefits for a public purpose.

Planning Agreements supplement development contributions collected under Sections 7.11 and 7.12 of the EP&A Act and provide Council with flexibility to secure infrastructure and community benefits that respond to site-specific development impacts and support orderly growth across the Liverpool Local Government Area (LGA).

Council's current Planning Agreements Policy was adopted in February 2019 and established the governance and procedural framework for negotiating, executing and administering Voluntary Planning Agreements (VPAs).

Since adoption of the current Policy, there have been significant legislative and policy changes including:

- The repeal of the *Environmental Planning and Assessment Regulation 2000* and its replacement with the *Environmental Planning and Assessment Regulation 2021*;
- The release of updated guidance from the DPHI including the Planning Agreements Practice Note released in May 2025; and
- Increased expectations regarding probity, transparency, public interest assessment and post-execution monitoring.

In addition, Council has negotiated and administered numerous Planning Agreements since 2019. Practical experience gained through these processes has identified opportunities to strengthen governance controls, clarify procedural steps and enhance compliance monitoring mechanisms.

Over the past six months, Council's Contributions Planning Team has been preparing an updated Planning Agreements Policy for Council consideration.

New Planning Agreements Policy

The updated Policy will provide a transparent, robust framework for negotiating, executing and administering Planning Agreements and reflects recent legislative and guidance changes. Furthermore, it will seek to address known process challenges which have been identified whilst administering “in flight” Planning Agreements over time. Recurring issues that will be addressed include the calculation of bond amounts, the treatment of contingency allowances, and the verification of underlying cost assumptions. These inconsistencies have, at times, exposed Council to avoidable financial and delivery risk. Key areas of reform are summarised in *Table 1*.

Table 1 – Key areas of reform for updated Planning Agreements Policy

| # | Area of Reform | Reason for Reform |
|---|--|---|
| 1 | Expanded Definitions Section | Definitions have been updated to align with the EP&A Act 1979, EP&A Regulation 2021 and the Planning Agreements Practice Note 2025, ensuring consistency and legal clarity for all parties engaging with the Policy. |
| 2 | Mandatory Infrastructure Services Delivery Plan (ISDP) | Making the inclusion of an ISDP mandatory ensures infrastructure delivery is sequenced with associated development triggers such as the issuing of an Occupation Certificate (OC), Subdivision Certificate (SC), and/or Subdivision Works Certificate (SWC). |
| 3 | Enhanced Governance and Probity Controls | The updated Policy will provide clarity on enhanced governance arrangements and probity controls across the Planning Agreement lifecycle to support transparent decision-making and mitigate the risk of actual or perceived Conflicts of Interest. Furthermore, the updated Policy will also ensure compliance with Planning Agreements Practice Note 2025 with regards to Councillor involvement during the Planning Agreements negotiation process. |
| 4 | Valuation and Feasibility Requirements | The updated Policy requires independent valuation and feasibility assessments for land and in-kind works to ensure that offers are realistic, verifiable, and capable of delivery. |
| 5 | Planning Agreement Security | The updated Policy mandates a minimum security of 150% of the total infrastructure commitment within a Planning Agreement. This strengthens Council’s ability to mitigate delivery risk and ensures sufficient coverage in the event of default or delay by the Proponent. |

| | | |
|---|--------------------------------|--|
| 6 | Quarterly Compliance Reporting | The updated Policy introduces a requirement for Proponents to report quarterly to Council on the status of individual items within an executed Planning Agreement. This addition supports ongoing public transparency and stronger auditing processes. |
|---|--------------------------------|--|

Next Steps

At the Ordinary Meeting of Council on 19 May 2026, Council staff will formally seek Council endorsement to publicly exhibit the updated Policy for a minimum period of 28 days.

Following the public exhibition, a Post-Exhibition Report will be tabled at a future Ordinary Meeting of Council summarising submissions received and seeking Council endorsement for the updated Policy.

FINANCIAL IMPLICATIONS

There are no financial implications relating to this recommendation.

CONSIDERATIONS

| | |
|-------------------------|---|
| Economic | Supports coordinated infrastructure delivery through transparent mechanisms. |
| Environment | Encourages biodiversity offsets and sustainable urban planning outcomes. |
| Social | Facilitates delivery of community infrastructure aligned with population growth. |
| Civic Leadership | Enhances governance, transparency, and accountability in development processes. |
| Legislative | <i>Environmental Planning and Assessment Act 1979</i> <i>Environmental Planning and Assessment Regulation 2021</i> <i>Local Government Act 1993</i> |
| Risk | There is no risk associated with this Report. |

ATTACHMENTS

1. Attachment 1 - The Current Planning Agreements Policy 2019
2. Attachment 2 - The updated Planning Agreements Policy



Planning Agreements Policy

Adopted: 27 February 2019

TRIM 089694.2016-012



Table of Contents

| | |
|--|----|
| Planning Agreements Policy | 1 |
| 1 Legislative Framework..... | 5 |
| 1.1 What is a Planning Agreement..... | 5 |
| 1.2 Relevant Legislation | 5 |
| 1.3 Who can enter into a Planning Agreement..... | 5 |
| 1.4 Council's Community Strategic Plan | 5 |
| 2 Purpose of this Policy | 5 |
| 2.1 Purpose generally..... | 5 |
| 2.2 Specific purposes | 6 |
| 3 Definitions | 6 |
| 4 Overview of Planning Agreements | 7 |
| 4.1 Circumstances for preparing a Planning Agreement..... | 7 |
| 4.2 Timing of Development Contributions | 8 |
| 4.3 Pooling of funds..... | 8 |
| 4.4 Relationship of a Planning Agreement to Contribution Plans | 8 |
| 5 Principles governing the use of Planning Agreements..... | 8 |
| 5.1 Generally | 8 |
| 5.2 Acceptability test..... | 9 |
| 5.3 Planning Agreements and Council's compulsory acquisition power | 9 |
| 6 Negotiating a Planning Agreement..... | 10 |
| 6.1 Offer of a Planning Agreement..... | 10 |
| 6.2 Planning Agreements which relate to an amendment to a SEPP or LEP | 10 |
| 6.3 Planning Agreements which relate to a Development Application..... | 10 |
| 6.4 A shortfall in the provision of a particular item such as car parking and/or open space land in Liverpool City Centre | 11 |
| 7 Information required to be provided to Council | 11 |
| 7.1 Mandatory information and discretion of Council | 11 |
| 7.2 All offers for a Planning Agreement..... | 11 |
| 7.3 Additional information where it is proposed to change a SEPP / LEP or submit a Development Application..... | 12 |
| 7.4 Additional information where there is a shortfall in the provision of a particular item such as car parking or open space in Liverpool City Centre | 13 |
| 7.5 Matters that Council will consider | 14 |
| 8 Procedure | 14 |
| 8.1 Probity..... | 14 |
| 8.2 Public notification..... | 15 |

| | | |
|------|---|----|
| 8.3 | Explanatory note..... | 16 |
| 8.4 | Preparation of the Planning Agreement | 16 |
| 8.5 | Timing of a Planning Agreement – Instrument Change | 17 |
| 8.6 | Provision of security under a Planning Agreement | 17 |
| 8.7 | Registration of Planning Agreements..... | 18 |
| 8.8 | Works..... | 18 |
| 8.9 | Dispute resolution..... | 18 |
| 8.10 | Value of Public Benefits under a Planning Agreement | 18 |
| | Schedule 1 Guide for Council staff..... | 22 |

Liverpool City Council
Planning Agreements Policy

Liverpool City Council Planning Agreements Policy

1 Legislative Framework

1.1 What is a Planning Agreement

A Planning Agreement is a voluntary agreement or other arrangement between a planning authority (or two (2) or more planning authorities) and the Developer under which the Developer is required to dedicate land free of cost, pay a monetary contribution, or provide any other material public benefit, or any combination of them, to be used for or applied towards a public purpose.

1.2 Relevant Legislation

The current legal and procedural framework for Planning Agreements is set in Subdivision 2 of Part 7 of the *Environmental Planning and Assessment Act 1979 (EP&A Act)* as well as Division 1A of Part 4 of the *Environmental Planning and Assessment Regulation 2000 (EP&A Regulation)*.

New development creates the need for additional public amenities and public services. Division 7.1 of Part 7 of the EP&A Act empowers Council to require new development to contribute towards the provision of these public services and amenities and Planning Agreements are one mechanism to achieve this outcome.

1.3 Who can enter into a Planning Agreement

Section 7.4 of the EP & A Act sets out the circumstances under which a Planning Agreement may be entered into by Council. It provides that a Planning Agreement may be made between a planning authority (or two (2) or more planning authorities) and a person (**Developer**):

- (1) who has sought a change to an environment planning instrument (such as a rezoning application);
- (2) who has made, or proposes to make, a Development Application; **or**
- (3) who has entered into, **or intends to enter into**, an agreement with, or is otherwise associated with, a person in one (1) of the above two (2) categories.

1.4 Council's Community Strategic Plan

In considering whether to accept an offer to enter into a Planning Agreement, Council will have regard to its then current Community Strategic Plan, and in particular whether the proposed Planning Agreement is **not inconsistent** with that Community Strategic Plan.

Council will not enter into a Planning Agreement which is inconsistent with its then current Community Strategic Plan.

2 Purpose of this Policy

2.1 Purpose generally

The purpose of this Policy is to provide clarity and certainty to Developers as to:

- (1) the **circumstances** in which a Planning Agreement may be entered into with Council;
- (2) Council's **requirements** for its consideration of an offer to enter into a Planning Agreement; and

Liverpool City Council Planning Agreements Policy

- (3) the **process** that needs to be undertaken in order to negotiate and enter into a Planning Agreement with Council.

2.2 Specific purposes

- (1) The purposes of this Policy are as set out below:
- (a) Establish a fair, transparent and accountable **framework governing** the use of Planning Agreements by Council.
 - (b) **Expand the range and extent of Development Contributions** that may be made by development towards Public Facilities and other public benefits in Council's local government area.
 - (c) **Set out Council's specific policies and procedures** relating to the use of Planning Agreements within Council's local government area.
 - (d) Give stakeholders in development greater involvement in determining the **type, standard and location of Public Facilities** and other Public **Benefits**.
 - (e) Facilitate **public notification** and to allow the community to gain an understanding of the benefits of proposed Planning Agreements.
 - (f) Specify the **information** to be **submitted to Council** for the purpose of considering an offer to enter into a Planning Agreement.
 - (g) Adopt innovative and **flexible** approaches to the provision of infrastructure and other Public Benefits through the use of Planning Agreements in a manner that is **consistent** with Council's **Community Strategic Plan**.
 - (h) Allow Council to consider Planning Agreements which achieve Planning Benefits to the wider community.

3 Definitions

In this Policy the words set out below have the specific meaning attributed to them.

| Term | Meaning |
|---------------------------------|---|
| EP & A Act | <i>Environmental Planning and Assessment Act 1979</i> (NSW). |
| Council | Liverpool City Council. |
| Developer | A person/entity that falls within the definition set out in clause 1.3 of this Policy. |
| Development Application | Has the same meaning as in the EP&A Act. |
| Development Contribution | A contribution provided by the Developer under a Planning Agreement. |
| DCP | Development Control Plan. |
| Explanatory Note | A written statement that provides details of the objectives, nature, effect and merits of a Planning Agreement, or an amendment to or |

Liverpool City Council Planning Agreements Policy

| | |
|--------------------------|--|
| | revocation of a Planning Agreement as required under the Regulation. |
| LEP | Local Environmental Plan. |
| Planning Benefit | A Development Contribution that confers a net public benefit, that is, a benefit that exceeds the benefit derived from measures that would address the impacts of particular development on surrounding land or the wider community. |
| Public | The community as a whole or, where the context requires, a section of the community. |
| Public Benefit | The benefit enjoyed by the public as a consequence of a Development Contribution. |
| Public Facilities | Public infrastructure, facilities, amenities and services. |
| Public Purpose | Includes (without limitation) any of the following: <ol style="list-style-type: none"> (1) The provision of (or the recoupment of the cost of providing) public amenities or public services. (2) The provision of (or the recoupment of the cost of providing) affordable housing. (3) The provision of (or the recoupment of the cost of providing) transport or other infrastructure relating to land. (4) The funding of recurrent expenditure relating to the provision of public amenities or public services, affordable housing or other infrastructure. (5) The monitoring of the planning impacts of a development. (6) The conservation and enhancement of the natural environment. |
| Regulation | <i>Environmental Planning and Assessment Regulation 2000</i> (NSW). |
| SEPP | State Environmental Planning Policy. |

Note: Unless otherwise specified, this Policy adopts the terms used in the *Practice Note on Planning agreements* published by the former Department of Planning and Natural Resources (July 2005) and the definitions set out in the EP & A Act and the Regulation.

4 Overview of Planning Agreements

4.1 Circumstances for preparing a Planning Agreement

The acceptance of an offer to enter into a Planning Agreement is at the absolute discretion of Council. Planning Agreements are voluntary, but once entered into, they become legally binding contracts that apply to the development and the land to which they apply.

A Planning Agreement is normally, but not exclusively, entered into in one (1) of the following circumstances:

Liverpool City Council Planning Agreements Policy

- (1) In relation to a change to a SEPP or LEP.
- (2) In relation to a Development Application, where the Developer agrees to provide Development Contributions in lieu of, or in addition to, contributions under sections 7.11 and 7.12 of the EP & A Act.
- (3) In relation to a development where there is a shortfall in the provision of a particular item, such as car parking in Liverpool City Centre, or open space.

4.2 Timing of Development Contributions

A Planning Agreement must contain a time, or times, by which each Development Contribution provided under the Planning Agreement must be provided. The timing of the provision of each Development Contribution must be acceptable to Council, who must ensure that each Development Contribution is provided by a time which ensures that the public need for the relevant item is met.

4.3 Pooling of funds

In some circumstances, such as the provision of parking in the Liverpool City Centre, it is necessary to pool funds from multiple Planning Agreements or Contribution Plans in order to allow Council to provide works or services in an efficient manner. The pooling of funds will only be considered where it will be the most effective method of providing a Public Benefit having regard to the circumstances of a particular matter.

4.4 Relationship of a Planning Agreement to Contribution Plans

A Planning Agreement differs from development contributions under s7.11 or s7.12 of the EP & A Act in that it may require the Developer to construct items itself, at its cost, rather than pay a monetary sum to Council, with Council undertaking the construction of the relevant item. Under a s7.11 contributions plan Council can only require a Developer to pay a monetary contribution, or dedicate land free of charge, or both.

A Planning Agreement may be entered into where there is already a Contributions Plan in place or it may be entered into where there is no current Contributions Plan.

A Planning Agreement may exclude, in whole or in part, the application of either or both of s7.11 and s7.12 of the EP & A Act depending on the nature and extent of the Development Contributions being provided under the Planning Agreement.

5 Principles governing the use of Planning Agreements

5.1 Generally

Council's use of Planning Agreements will be governed by the following principles:

- (1) Planning decisions **will** not be bought or sold through Planning Agreements.
 - (2) A Planning Agreement cannot impose an obligation to grant development consent or to exercise any function under the EP & A Act in relation to a change to an environmental planning instrument.
 - (3) Council will not allow Planning Agreements to improperly fetter the exercise of its functions under the EP & A Act, the Regulation or any other Act or Regulation.
 - (4) Council will not use Planning Agreements for any purpose other than a **proper planning purpose**.
-

Liverpool City Council Planning Agreements Policy

- (5) Development that is unacceptable on planning grounds **will** not be permitted because of Planning Benefits offered by Developers.
- (6) Council will not seek or consider benefits under a Planning Agreement that are wholly unrelated to particular development.
- (7) **When considering a Development Application or Instrument Change, Council will not give undue weight to a Planning Agreement.**
- (8) Council will not allow the interests of individuals, lobbyists, or interest groups to outweigh the public interest when considering a proposed Planning Agreement;
- (9) Council will not improperly rely on its position in order to extract unreasonable public benefits from Developers under Planning Agreements.
- (10) A Planning Agreement must produce outcomes that are consistent with Council's Community Strategic Plan.
- (11) Council will not enter a Planning Agreement unless it is satisfied that the proposed development is acceptable on planning grounds having regard to the objects set out in s1.3 of the EP & A Act and the general heads of consideration set out in s4.15 of the EP & A Act.
- (12) A Planning Agreement may propose measures that can address planning issues that have been identified with respect to the relevant Development Application.

It is noted that any exceptions to relevant development standards cannot be addressed by a Planning Agreement and instead must only be assessed in accordance with the relevant Environmental Planning Instruments.

5.2 Acceptability test

Council will only agree to accept an offer to enter into a Planning Agreement after considering whether the Planning Agreement meets the acceptability test referred to below.

For a Planning Agreement to be acceptable to Council it must:

- (1) be for proper **or** legitimate planning purposes, that can be identified from the statutory planning controls and other adopted planning policies applying to development;
- (2) provide for Public Benefits that bear a relationship to the development that are not wholly unrelated to the development **and are located in the locality in which the development is situated;**
- (3) produce outcomes that meet the general values and expectations of the public and protect the overall public interest;
- (4) provide for a reasonable means of achieving the outcomes and securing the Public Benefits proposed; **and**
- (5) protect the public against unreasonable, adverse **environmental or amenity impacts.**

5.3 Planning Agreements and Council's compulsory acquisition power

A Planning Agreement may include an obligation on a Developer to make a monetary Development Contribution to Council to meet some, or all, of the costs incurred by Council in undertaking the acquisition of land.

Liverpool City Council Planning Agreements Policy

A Planning Agreement **cannot impose an obligation on Council to use the compulsory acquisition power conferred on it** under the *Local Government Act 1993* (NSW) and the *Land Acquisition (Just Terms Compensation) Act 1989* (NSW).

Any such acquisition of land by Council may only be undertaken for a public purpose, and is subject to the approval of the Minister and the Governor. Council will not agree to compulsorily acquire land in a Planning Agreement where such an acquisition is for the sole benefit of the Development and does not serve a broader public purpose.

If Council resolves to acquire land for which a monetary Development Contribution is required to be paid under a Planning Agreement, Council cannot be subject to an obligation to acquire that land by a certain time, or at all.

6 Negotiating a Planning Agreement

6.1 Offer of a Planning Agreement

Generally a Planning Agreement should be **offered, negotiated and documented before lodgement of a Development Application, or before Gateway approval for a planning proposal** so as to allow the proposed Planning Agreement to be publicly exhibited simultaneously with the relevant Development Application or Planning Proposal.

Where possible, Council will publicly notify a Planning Agreement at the same time as the application for the Planning Proposal or the Development Application to which it relates.

6.2 Planning Agreements which relate to an amendment to a SEPP or LEP

- (1) Where:
 - (a) it is proposed to amend a SEPP or LEP to permit a development; and
 - (b) that development is likely to require the provision of public infrastructure or services,

an offer to enter into a Planning Agreement may be an option for the Developer to allow that public infrastructure or those services to be met.
- (2) Where a Developer offers to enter into a Planning Agreement in those circumstances, the offer must be supported by information identifying the scope of infrastructure needed to support the development and how this will be addressed by a Planning Agreement, including as a minimum by providing the information set out in Section 7.
- (3) Council may also require the following contributions to be made under any such Planning Agreement for an offer of a Planning Agreement to be acceptable to Council:
 - (a) Contributions required to be imposed by Council so as to meet the requirements of statutory authorities (such as RMS) in relation to the Planning Proposal.
 - (b) Contributions to studies which Council believes may be required to assess the impact of the proposed development.

6.3 Planning Agreements which relate to a Development Application

Where it is proposed to submit a Development Application and:

Liverpool City Council Planning Agreements Policy

- (1) the development is likely to require the provision of local public infrastructure or services in excess of those that would be provided under the Contributions Plan that applies to the site; or
- (2) contributions which differ from those that are proposed under the Contributions Plan that applies to the site,

an offer to enter into a Planning Agreement may be an option.

Where a Developer proposes a Planning Agreement it must be supported by information identifying the scope of infrastructure needed to support the development and how this need will be addressed by a Planning Agreement, including by providing the information set out in Section 7.

6.4 **A shortfall in the provision of a particular item such as car parking and/or open space land in Liverpool City Centre**

Where:

- (1) it is proposed to submit a Development Application for a development in Liverpool City Centre; and
- (2) the proposed on site car parking provision, and/or the proposed open space land provision, is less than that required by Council,

a Planning Agreement may be an option for paying a contribution to account for the shortfall.

In this circumstance, a Development Application must be accompanied by an offer to enter into a Planning Agreement with Council pursuant to which a monetary contribution is made to Council for the purpose of allowing Council to fund off site car parking, and/or open space land within Liverpool City Centre.

If the Developer proposes to make such an offer to enter into a Planning Agreement, then the Developer must provide the information set out in Section 7.

7 **Information required to be provided to Council**

7.1 **Mandatory information and discretion of Council**

- (1) Subject to paragraph (2), an offer to enter into a Planning Agreement with Council must be supported by the information set out in this Section 7.
- (2) Council has a discretion as to:
 - (a) whether or not to require the Developer to provide all of the information in this Section 7; and
 - (b) whether or not to require the Developer to provide information that is not listed in this Section 7, but which Council considers necessary in order to allow it to assess any application to enter into a Planning Agreement.

7.2 **All offers for a Planning Agreement**

- (1) Name of proponent.
 - (2) A description of the land to which the Planning Agreement will apply.
-

Liverpool City Council Planning Agreements Policy

- (3) Owner's consent for all properties to which the Planning Agreement will apply.
- (4) Description of proposed development, including, where appropriate, proposed number of dwellings, floorspace, land use and land area.
- (5) Any additional parties to the Planning Agreement.
- (6) Information on relationship to relevant Council corporate strategy.
- (7) Any potential savings for existing contributions plan that applies to the site.
- (8) Any particular benefits for wider community.
- (9) Details on any staging of the development and commensurate staging of monetary Development Contributions, including thresholds for provision of infrastructure and or land.
- (10) Any dependencies for the proposed development or provision of infrastructure on other land holdings, provision of infrastructure by Council or another party.
- (11) Any infrastructure need to be provided on Council or other land.
- (12) Any infrastructure to be provided that involve a government authority.
- (13) Any consultation needed with a government authority.

7.3 Additional information where it is proposed to change a SEPP / LEP or submit a Development Application

- (1) Information on relationship to any adopted Council land use strategy (where applicable);
 - (2) Background studies identifying impacts on existing infrastructure and additional infrastructure needed to support the additional development proposed on the site. This may include but not be limited to infrastructure involving:
 - (a) affordable housing;
 - (b) transport or other infrastructure;
 - (c) recurrent expenditure relating to the provision of public amenities or public services, affordable housing or transport or other infrastructure;
 - (d) monitoring of the planning impacts of development;
 - (e) conservation or enhancement of the natural environment;
 - (f) water management cycle;
 - (g) mitigation of environmental impacts;
 - (h) traffic, car parking and public transport facilities;
 - (i) community facilities;
 - (j) drainage services; and
 - (k) open space and recreation facilities.
-

Liverpool City Council Planning Agreements Policy

- (3) Background studies may also be required to identify any need to compensate for the loss of or damage to a public amenity, service, resource or asset such as:
 - (a) Public open space;
 - (b) Public car parking;
 - (c) Public access;
 - (d) Water and air quality;
 - (e) Bushland;
 - (f) wildlife habitat; and
 - (g) other natural areas.
- (4) Reference may be made to situations where several nearby sites may also be seeking a similar zoning change and how this might impact or provide opportunities for the provision of infrastructure;
- (5) Details on any staging of the development and commensurate staging of individual items of infrastructure, including thresholds for provision of infrastructure and or land;
- (6) Details of any or all land / facilities provided up front;
- (7) The nature of the security to be provided for the Public Benefits;
- (8) Maintenance impacts of proposed infrastructure;
- (9) Details of the component of the contributions that would normally payable and that would be replaced by the Planning Agreement;
- (10) Identification of any potential savings for existing contributions plan that applies to the site;
- (11) Identification of any particular benefits for wider community;
- (12) Identification of any dependencies for the proposed development or provision of infrastructure on other land holdings, provision of infrastructure by Council or another party;
- (13) Identification of any infrastructure that needs to be provided on Council or other land;
- (14) Identification of any infrastructure to be provided that involves a government authority;
- (15) Identification of any consultation needed with a government authority; and
- (16) Identification of any infrastructure that is needed before any development can commence.

7.4 Additional information where there is a shortfall in the provision of a particular item such as car parking or open space in Liverpool City Centre

- (1) The number of the shortfall in the required car parking spaces or are of open space; and
 - (2) Information on relationship to Liverpool DCP 2008, Part 4 Development in Liverpool City Centre.
-

Liverpool City Council Planning Agreements Policy

7.5 Matters that Council will consider

The matters that Council may consider in any such negotiation may include, but not be limited to, the following, whether:

- (1) the Planning Agreement meets the demands created by the development for new public infrastructure, amenities and services;
- (2) inclusions in the development meet the objectives of Council's Community Strategic Plan;
- (3) compensation is required for the loss of, or damage to, a public amenity, service, resource or asset caused by the development through its replacement, substitution, repair or regeneration;
- (4) rectification of an existing deficiency in the existing provision of Public facilities in Council's area is made;
- (5) recurrent funding of Public Facilities is required or provided;
- (6) the extent to which Council needs to monitor the planning impacts of development;
- (7) planning Benefits for the wider community accrue from the Planning Agreement;
- (8) mitigation of the impact of development is addressed;
- (9) recurrent funding of Public Facilities is required in the establishment phase;
- (10) past deficiencies in infrastructure provision that would otherwise prevent a development from occurring are addressed;
- (11) monitoring the planning impacts of development is required by the Developer;
- (12) any initial or ongoing costs are designated as Council's responsibility;
- (13) the timing of providing works or services is appropriate;
- (14) there are any relevant circumstances that may operate to preclude Council from entering into the proposed Planning Agreement;
- (15) the proposed Planning Agreement will provide benefits that bear a relationship to the delivery of services and infrastructures within Liverpool LGA; and
- (16) the quantum of the Public Benefit is commensurate with the value of the development contribution.

8 Procedure

8.1 Probity

Public probity is important to Council and it will ensure that the negotiation and the outcome of any Planning Agreement is fair, transparent and is directed at achieving Public Benefits in an appropriate manner free of actual or perceived corrupt conduct or maladministration.

In this regard, Council will:

Liverpool City Council Planning Agreements Policy

- (1) inform any applicant about Council's values and business ethics, specifically, about ethical behaviour appropriate to business dealings in accordance with Council's Code of Conduct;
- (2) ensure that the local community is informed about the system and the Council's role, specifically, how the Planning Agreement system operates and how Council will deal with developments objectively;
- (3) notify Planning Agreements to ensure they are open and transparent, specifically achieving maximum public awareness of the matters contained in a Planning Agreement and the potential Public Benefit of an agreement;
- (4) ensure appropriate delegations and separation of responsibilities in considering planning proposals and Development Applications that involve a Planning Agreement, specifically the need to ensure processes adequately address the level of risk of corruption of a process while at the same time being appropriate to the likely level of risk;
- (5) ensure that modifications to approved development should be subject to the same scrutiny as the original Development Application;
- (6) ensure that Councillors and members of Council staff understand their varied roles, to avoid any perceived or actual conflict of interest; and
- (7) take every step to ensure that conflicts of interest are ameliorated to the greatest extent possible, specifically, independent assessment by third parties where Council has an interest and not entering into any contractual arrangement which purports to guarantee outcomes that are contrary to separate regulatory processes and the public interest.

Council will ensure that negotiation and formation of any Planning Agreement will be undertaken in accordance with any then current **Probity Policy** that may apply.

In certain circumstances, Council may decide to implement a Probity Policy specific to the negotiation of a particular Planning Agreement.

8.2 Public notification

A Planning Agreement cannot be entered into, amended or revoked unless there has been public notification of the proposed Planning Agreement for a period of **at** twenty eight (28) days, as required under s7.5(1) of the EP & A Act.

The public notification of a Planning Agreement will be carried out as follows:

- (1) Where Council supports exhibition of the draft Planning Agreement, it will publicly exhibit the Development Application and / or proposed instrument and the Planning Agreement in accordance with the Act and its notification requirements and seek public submissions.
- (2) Council will publicly re-notify and make available for public inspection a proposed Planning Agreement and the application to which it relates if, in Council's opinion, a material change is made to the terms of the agreement or the application after it has been previously publicly notified and inspected. Such a change may arise as a consequence of public submissions made in respect of the previous public notification and inspection of the Planning Agreement or the application, or their formal consideration by Council, or for any other reason.
- (3) Public submissions to Planning Agreement notifications will be assessed by Council in accordance with its **Community Engagement Tool Kit**.

Liverpool City Council Planning Agreements Policy

8.3 Explanatory note

- (1) An Explanatory Note will be exhibited in conjunction with the exhibition of a draft Planning Agreement, as per the requirements of clause 25E(1) of the Regulation. An Explanatory Note must contain the following:
 - (a) A summary of the objectives, nature and effect of the proposed agreement, amendment or revocation.
 - (b) An assessment of the merits of the proposed agreement, amendment or revocation, including the impact (positive or negative) on the public or any relevant section of the public.
- (2) The Explanatory Note must:
 - (a) identify how the Planning Agreement, amendment or revocation promotes the public interest and one or more of the objects of the Act;
 - (b) identify how the Planning Agreement, amendment or revocation promotes one or more of the Guiding Principles for Councils under section 8 of the *Local Government Act 1993* (NSW);
 - (c) identify a planning purpose or purposes served by the Planning Agreement, amendment or revocation, and contain an assessment of whether it provides for a reasonable means of achieving that purpose;
 - (d) identify whether the Planning Agreement, amendment or revocation conforms to Council's capital works program; and
 - (e) state whether the Planning Agreement, amendment or revocation specifies that certain requirements of the agreement must be complied with before a construction certificate, occupation certificate or subdivision certificate is issued.
- (3) The Explanatory Note will be prepared in consultation with the other parties proposing to enter into the Planning Agreement.

8.4 Preparation of the Planning Agreement

Council's Planning Agreement Template is attached to this Policy.

Unless otherwise specified in this Policy, the Planning Agreement Template is to be used as a basis for any Planning Agreement where possible, but, with the exception of the clauses specified below, it is not compulsory for all of the provisions in that template to be used and it will be adapted to each development as appropriate.

Council will generally not agree to amend the following clauses in the Planning Agreement Template (as applicable to each development):

- (1) Completion of Works (clause 8).
- (2) Defects Liability (clause 9).
- (3) Registration (clause 14).
- (4) Assignment (clause 15).
- (5) Dispute Resolution (Clause 16).

Liverpool City Council Planning Agreements Policy

- (6) Breach (clause 18).
- (7) Termination, Rescission or Determination (clause 19).
- (8) Legal costs (clause 23.2).

Council will require a Planning Agreement to make provision for payment by the Developer of Council's costs of and incidental, to negotiating, preparing and entering into the agreement as well as administering and enforcing the Planning Agreement.

8.5 Timing of a Planning Agreement – Instrument Change

Council will usually require a Planning Agreement in relation to a SEPP or LEP to be entered into before Council submits the relevant draft SEPP or LEP amendment to the Secretary .

8.6 Provision of security under a Planning Agreement

- (1) Council must require a Planning Agreement to make provision for adequate security to cover the Developer's obligations under the agreement. In a general sense, adequate security is security which is sufficient to allow Council to either:
 - (a) the need for the relevant material public benefit is not generated until that material public benefit is provided (i.e. by withholding the issue of a subdivision certificate); or
 - (b) allowing Council to immediately take steps to ensure that the relevant material public benefit is available to meet the need generated by the Development (i.e. by way of a bank guarantee that can be immediately called upon by Council).
- (2) The form of security may include, but is not limited to one (1) or more of the following:
 - (a) Provision of an unconditional bond or bank guarantee from an Australian bank in favour of Council to the full value of the contributions to be provided under the Planning Agreement (including in respect of any works and defects for works) on terms otherwise acceptable to Council.
 - (b) The ability for Council to withhold issuing a construction certificate, occupation certificate and/or subdivision certificate until the Developer has fulfilled some or all of its obligations under the Planning Agreement.
 - (c) The ability for Council to step-in and complete works where the Developer fails to complete them within a specified time.
 - (d) Where the Development Contributions include the dedication of land to Council, a right for Council to:
 - (i) compulsorily acquire the relevant land in the event the Developer fails to dedicate it to Council by the time required under the Planning Agreement; and/or
 - (ii) register a caveat on the title of the relevant land until such time as it is dedicated to Council.
- (3) Council will only accept a personal guarantee, or a parent company/corporate guarantee as security for the obligations of the Developer under a Planning Agreement in addition to other forms of security specified above.

Liverpool City Council Planning Agreements Policy

- (4) Council will not accept Insurance Bonds in lieu of Bank Guarantees under a Planning Agreement.
- (5) Council will not accept registration of a Planning Agreement on the title of the land to which the Planning Agreement applies in lieu of other forms of security referred to above.
- (6) If a Bank Guarantee is required to be provided to secure the provision of works, Council may require that Bank Guarantee to be provided in an amount which exceeds the agreed value of the works as set out in the Planning Agreement. The basis for that is that the works may not be provided for some time after the Planning Agreement is entered into, and the actual cost of providing those works may greatly exceed the estimated value as set out in the Planning Agreement.

8.7 Registration of Planning Agreements

Council will require a Planning Agreement to contain a provision requiring the Developer to agree to registration of the Planning Agreement pursuant to s7.6 of the EP & A Act.

On execution of the Planning Agreement and until it is registered on title, the developer may be required to consent to Council lodging a caveat on the title of the relevant land.

The Developer must provide Council with all the necessary documents required to facilitate the registration of the Planning Agreement on the title to the land, including the written consent of any parties with interests in the land.

8.8 Works

Where works are to be provided under a Planning Agreement, the Planning Agreement will specify:

- (1) the design process required to be followed in respect of the works (if any), including a requirement for Council to approve any such design where appropriate;
- (2) the timing for completion of the works;
- (3) the standard of the works; and
- (4) rectification of defects in respect of the works,

as generally included in Council's Planning Agreement Template.

8.9 Dispute resolution

A Planning Agreement must have a dispute resolution mechanism pursuant to s7.4(3)(f) of the EP & A Act.

The dispute resolution mechanism set out in Council's Planning Agreement Template is Council's preferred position with respect to dispute resolution under a Planning Agreement.

8.10 Value of Public Benefits under a Planning Agreement

The value of a benefit proposed under a Planning Agreement will be determined prior to the Planning Agreement being publicly notified.

If a Development Contribution under a Planning Agreement is the carrying out of works for a public purpose, Council may value the particular Development Contribution on the basis of a cost

**Liverpool City Council
Planning Agreements Policy**

estimate for the works. This may be prepared by a suitably qualified quantity surveyor or a valuer (as the case may be) appointed by Council and paid for by the Developer.

Where the Development Contribution under a Planning Agreement includes the dedication of land and the value of that land is to be taken into account, Council may seek the services of an appropriately qualified land valuer, as appointed by Council and at the cost of the Developer, in order to value the land being dedicated.

In the event that a Planning Agreement proposes works and services that would normally be provided as a condition of Development Consent, then those works and services will be deemed to have no value under the particular Planning Agreement.

The value specified for any Development Contribution that comprises works under a Planning Agreement (including security to be provided for those works) is to be indexed quarterly in accordance with the Construction Industry Producer Output Price Index (Non-Residential Construction – Sydney).

**Liverpool City Council
 Planning Agreements Policy**

AUTHORISED BY

Council Resolution

EFFECTIVE FROM

27 Feb 2019

DEPARTMENT RESPONSIBLE

City Economy & Growth (Infrastructure Planning)

REVIEW DATE

27 Feb 2019

VERSIONS

| Version | Amended by | Changes made | Date | TRIM Number |
|---------|----------------|--------------------|-------------|-----------------|
| 1 | Not applicable | Adopted by Council | 27 Feb 2019 | 089694.2016-012 |

THIS POLICY HAS BEEN DEVELOPED IN CONSULTATION WITH

Corporate Services (Governance and Legal Services)

City Economy & Growth (Development Assessment)

REFERENCES

Liverpool City Council: Code of Conduct

Liverpool City Council: Community Engagement Policy

Liverpool City Council: Growing Liverpool 2023 – Liverpool City Council

Community

Strategic Plan

ATTACHMENTS

Schedule 1 – Guide for Council staff

**Liverpool City Council
Planning Agreements Policy**

Attachment A



**PLANNING AGREEMENT POLICY
PROCEDURES**



Liverpool City Council Planning Agreements Policy

Schedule 1 Guide for Council staff

1 Purpose of this Schedule

This procedure is intended to guide Council staff in negotiating Planning Agreements.

2 Steps in the negotiation process

The negotiation of a Planning Agreement will generally involve the following key steps:

- 2.1 Council and the Developer (and any other relevant person) will decide whether to negotiate a Planning Agreement. In some cases, there may be a land use strategy for a locality, which will inform the preparation of the Planning Agreement.
- 2.2 Council officers do not need to report the matter to the elected Council prior to commencing negotiation of a Planning Agreement.
- 2.3 Council should ensure that both it and the Developer appoint a person to represent them in the negotiation of the Planning Agreement. Council should ensure that it appoints a third person to attend and take minutes of all negotiations.
- 2.4 There will be internal consultation between all of the relevant Departments within Council who may have an interest in the Planning Agreement or anything arising from it.
- 2.5 Council should seek legal advice on any Planning Agreement at the commencement of negotiations, even if Council undertakes initial negotiations itself, without its Solicitor present.
- 2.6 A timetable for negotiations and the protocols and work practices governing their negotiations should be agreed between the parties.
- 2.7 The key issues for negotiation will be identified by the parties, and the negotiations over these issues will take place. In particular, Council should seek to reach agreement with the Developer as to:
 - (1) the nature and extent of the Development Contributions to be provided by the Developer under the Planning Agreement;
 - (2) the estimated value of those Development Contributions;
 - (3) the time by which each of the Development Contributions should be provided;
 - (4) whether the Planning Agreement will exclude, in whole or in part, the application of s7.11 and/or s7.12 of the E P & A Act to the Development; and
 - (5) the nature and extent of the Development to which the Planning Agreement will apply.
- 2.8 If agreement is reached, the Developer should prepare and submit a proposed Planning Agreement in accordance with this Policy and the appropriate Planning Agreement template adopted by Council from time to time.
- 2.9 The parties should undertake further negotiation on the specific terms of the proposed Planning Agreement as necessary.
- 2.10 Once agreement is reached on the terms of the proposed Planning Agreement:

Liverpool City Council Planning Agreements Policy

- (1) Council should prepare the Explanatory Note in consultation with the Developer; and
 - (2) the Developer should make a written irrevocable offer to Council to enter into the Planning Agreement (a copy of which should accompany the offer).
- 2.11 Subject to any direction of the Minister for Planning and decision of any local planning panel constituted under the EP & A Act., Council may then proceed to adopt any of the processes available to it with respect to deciding to proceed, or not to proceed, with the proposed Planning Agreement. Ideally, that process will include the submission of a report to the elected Council with a recommendation to either:
- (1) proceed with the exhibition of the proposed Planning Agreement; or
 - (2) to proceed no further with the proposed Planning Agreement,
- 2.12 Where Council supports exhibition of the proposed Planning Agreement, it will publicly exhibit the proposed Planning Agreement in accordance with the EP & A Act and its notification requirements.
- 2.13 Once the exhibition of the proposed Planning Agreement has been undertaken the proposed Planning Agreement should be reported to the elected Council in order to:
- (1) consider any public submissions made with respect to the proposed Planning Agreement; and
 - (2) resolve whether or not to accept the offer made by the Developer to enter into the Planning Agreement.
- 2.14 Council may negotiate further changes to the Planning Agreement having regard to any matters raised following public notification and exhibition. If any changes are made to the proposed Planning Agreement after it has been publicly exhibited then the amended Planning Agreement will need to be placed back on public exhibition and the process in Sections 2.11 to 2.13 will need to again be followed with respect to that amended Planning Agreement.
- 2.15 Council may approve the application and set out the conditions for the agreement or, if an agreement has been executed, set out in the consent the terms of the agreement.
- 3 Inter-relationship between a Development Application/Instrument Change and a Planning Agreement**
- 3.1 Under the EP & A Act a Planning Agreement may only be entered into in relation to either:
- (1) an application for Development Consent; or
 - (2) an Instrument Change.
- 3.2 Ideally a Planning Agreement which relates to a Development Application:
- (1) will be proposed and negotiated prior to the determination of the Development Application;
 - (2) publicly exhibited simultaneously with the public exhibition of the relevant Development Application; and
 - (3) resolved to be entered into by Council at the same time that the relevant Development Application is determined.

Liverpool City Council Planning Agreements Policy

- 3.3 Council may impose a condition of Development Consent requiring the Developer to enter into the Planning Agreement in the form offered by the Developer prior to the determination of the Development Consent.

In that regard, s7.7 of the EP & A Act states as follows:

- 7.7 *Circumstances in which [planning agreements](#) can or cannot be required to be made*
- (1) *A provision of an [environmental planning instrument](#) (being a provision made after the commencement of this section):*
- (a) *that expressly requires a [planning agreement](#) to be entered into before a [development application](#) can be made, considered or determined, or*
- (b) *that expressly prevents a [development consent](#) from being granted or having effect unless or until a [planning agreement](#) is entered into,*
- has no effect.*
- (2) *A [consent authority](#) cannot refuse to grant [development consent](#) on the ground that a [planning agreement](#) has not been entered into in relation to the proposed [development](#) or that the developer has not offered to enter into such an agreement.*
- (3) *However, a [consent authority](#) can require a [planning agreement](#) to be entered into as a condition of a [development consent](#), but only if it requires a [planning agreement](#) that is in the terms of an offer made by the developer in connection with:*
- (a) *the [development application](#), or*
- (b) *a change to an [environmental planning instrument](#) sought by the developer for the purposes of making the [development application](#),*
- or that is in the terms of a commitment made by the [proponent](#) in a statement of commitments made under Part 3A.*

- 3.4 Council is still able to negotiate and enter into a Planning Agreement after a Development Consent has been granted, provided that the relevant Planning Agreement relates to the Development permitted under that application.
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Voluntary Planning Agreement (VPA) Policy

Adopted : ### 2026

TRIM :102478.2026



Content

| | |
|--|-----------|
| 1. Introduction | 1 |
| 1.1 Purpose of this Policy..... | 1 |
| 1.2 Application of the Policy and Commencement..... | 1 |
| 1.3 Legal and Regulatory Framework..... | 2 |
| 1.4 Relationship to Council's Strategic Planning Documents..... | 3 |
| 1.5 Principles of this Policy..... | 4 |
| 1.6 Definitions and Key Terms..... | 5 |
| 2. Objectives of the Policy | 6 |
| 2.1 Ensuring Transparent and Fair Planning Agreements..... | 6 |
| 2.2 Promoting Infrastructure Delivery..... | 7 |
| 2.3 Aligning with the Community and Public Interest..... | 7 |
| 2.4 Expanding the Scope of Development Contributions..... | 8 |
| 2.5 Encouraging Developer Participation in Infrastructure Planning..... | 8 |
| 3. Circumstances for Entering into a Planning Agreement | 9 |
| 3.1 When a Planning Agreement would generally be expected..... | 9 |
| 3.2 Situations Where a Planning Agreement May Be Considered..... | 9 |
| 3.3 Planning Agreements and Development Contributions (s7.11 & s7.12)..... | 10 |
| 3.4 Types of Contributions Accepted Under Planning Agreements..... | 11 |
| 4. Key Principles for Planning Agreements | 11 |
| 4.1 Public Interest and Acceptability Test..... | 11 |
| 4.2 Net Community Benefit Principle..... | 12 |
| 4.3 Probity, Governance, and Accountability..... | 12 |
| 4.4 Ensuring No Improper Influence on Planning Decisions..... | 13 |
| 4.5 Use of VPAs Where No Relevant Contributions Plan Applies..... | 14 |
| 5. The Planning Agreement Negotiation Process | 14 |
| 5.1 Step 1: Preliminary Discussions with Developers..... | 15 |
| 5.2 Step 2: Formal Offer Submission..... | 16 |
| 5.3 Step 3: Assessment of Offer and Council Review..... | 18 |
| 5.4 Step 4: Public Notification and Exhibition Process..... | 19 |

| | |
|--|-----------|
| 5.5 Step 5: Finalisation and Execution of the Agreement..... | 20 |
| 5.6 Step 6: Implementation, Monitoring, and Compliance..... | 21 |
| 6. Public Notification and Transparency | 22 |
| 6.1 Publication of Executed Agreements | 22 |
| 6.2 Planning Agreements Register | 22 |
| 6.3 Reporting and Oversight..... | 22 |
| 6.4 Community Access to Information | 22 |
| 7. Contributions Valuation and Administration..... | 23 |
| 7.1 Forms of Contributions | 23 |
| 7.2 Valuation of Contributions and Independent Assessments | 23 |
| 7.3 Indexation of Monetary Contributions | 23 |
| 7.4 Use and Distribution of Contributions | 23 |
| 7.5 Refunds and offset | 24 |
| 7.6 Land Valuation of Land to be Dedicated Where Rezoning Has Occurred or proposed. | 24 |
| 8. Security and Performance Measures | 25 |
| 8.1 Security Requirements for Agreements | 25 |
| 8.2 Timing and Staging of Contributions..... | 27 |
| 8.3 Dispute Resolution Mechanisms | 28 |
| 8.4 Ensuring Compliance and Enforcement | 29 |
| 9. Governance and Probity Safeguards | 29 |
| 9.1 Role Separation and Prohibition on Undue Influence | 29 |
| 9.2 Separation of Statutory and Commercial Functions..... | 30 |
| 9.3 Conflict of Interest Protocols..... | 30 |
| 9.5 Probity in Meetings, Documentation and Records | 30 |
| 10. Review Modification, and Assignment/Novation of Agreements..... | 30 |
| 10.1 Review of Agreements..... | 31 |
| 10.2 Modification of Agreements | 31 |
| 10.3 Assignment and Novation of Agreements | 31 |
| 11. Appendices and Supporting Documents | 32 |
| 11.1 Standard Planning Agreement Template..... | 32 |
| 11.2 Acceptability Test..... | 32 |
| 11.3 Public Benefit Valuation Guidelines | 35 |
| 11.4 Developer Contribution Calculation Methodology | 40 |

1. Introduction

1.1 Purpose of this Policy

The purpose of this Policy is to establish a clear, transparent and consistent framework for the use of Voluntary Planning Agreements (VPAs) by Liverpool City Council (Council). It supports the strategic planning objectives of the Council and facilitates the delivery of public benefits that respond to the impacts of development.

This Policy guides how Council will consider, negotiate, prepare, and execute VPAs under the legislative framework provided by:

- Part 7, Division 7.1 of the *Environmental Planning and Assessment Act 1979* (NSW) (**the Act**).
- Part 9, Division 1 of the *Environmental Planning and Assessment Regulation 2021* (NSW) (**the Regulation**); and
- the *NSW Planning Agreements Practice Note (2025)* published by the Department of Planning, Housing and Infrastructure on the NSW Planning Portal (**the Practice Note**).

The Policy ensures that VPAs are used to deliver infrastructure, services, and other public benefits in a manner that is fair, consistent, accountable, and in the public interest. It enables Council to accept offers from developers or landowners to provide contributions through monetary payments, dedication of land, works-in-kind, or other material public benefits, in connection with planning proposals, development applications, or modifications.

VPAs entered into under this Policy are intended to complement, not replace or reduce, the development contributions otherwise required under sections 7.11 or 7.12 of the Act unless specifically agreed to and justified in accordance with this Policy.

1.2 Application of the Policy and Commencement

This Policy applies to all VPAs that Council may negotiate, enter into, or administer under Division 7.1 of the Act.

It applies to VPAs associated with a range of planning and development scenarios, including but not limited to:

- Planning proposals that seek amendments to the Liverpool Local Environmental Plan 2008 (**LEP**);
- Development applications (DAs) that generate demand for additional public infrastructure or services beyond standard development contributions;
- Modification applications under sections 4.55 or 4.56 of the Act, where changes to approved development may warrant a new or amended VPA;
- State-led rezonings or major infrastructure projects, where local government participation is required to secure local infrastructure or community benefits;
- Biodiversity offsetting mechanisms linked to planning proposals or development assessments;
- Prescribing future development standards or inclusions as part of an agreed planning outcome.

Planning agreements under this Policy may also be used to:

- Compensate for the loss or damage caused by development;
- Meet increased demand for public services and infrastructure resulting from development;
- Provide broader community benefits, including affordable housing, cultural or civic facilities, and public domain enhancements;
- Secure recurrent funding or ongoing maintenance arrangements for infrastructure or services delivered under the agreement;
- Support biodiversity offsetting or environmental management measures linked to development;
- Prescribe specific outcomes or inclusions in future development to ensure alignment with planning objectives;
- Facilitate innovative or site-specific infrastructure solutions that deliver planning benefits not achievable through standard contributions;
- Secure road maintenance funding for the existing rural road network within the Aerotropolis Precinct to address wear and deterioration caused by construction traffic associated with development activities.

This Policy applies to:

- Council officers involved in the assessment, negotiation, and administration of planning agreements;
- Elected Councillors, in their role in considering and determining planning matters related to VPAs;
- Consultants and legal advisors acting on behalf of Council, developers, or landowners;
- Developers and landowners proposing or entering into a planning agreement with Council.

The Policy takes effect upon adoption by Council's resolution on **### 2026** and applies to all planning agreements initiated or negotiated thereafter. It will be reviewed periodically to ensure alignment with legislative requirements, strategic priorities, and evolving best practice.

1.3 Legal and Regulatory Framework

This Policy is guided by the legislative framework established under NSW planning law. Council must comply with the following statutory instruments when entering into a VPA:

1.3.1 Statutory Legislation and instruments

- **The Act** – in particular Division 7.1 which provides the statutory basis for councils to enter into planning agreements in connection with planning proposals, development applications, and modification applications.
- **The Regulation** sets out procedural requirements for the form, exhibition, execution, and registration of planning agreements,
- **Ministerial Directions on Planning Agreements** - Pursuant to s7.9 of The Act which may set out directions relating to the procedures to be followed, the publication of those procedures, the method determining the extent of public benefits and other standard requirements for planning agreements. There is currently only one such direction being the Environmental Planning and Assessment (Planning Agreements) Direction 2019 (2019

Ministerial Direction).

1.3.2 Council's Adopted Policy Frameworks and Principles

In addition to legislative requirements, Council has chosen to apply the following frameworks and guidance in the preparation and assessment of planning agreements:

- **The 2025 Practice Note**

A best practice guide issued by the NSW Department of Planning, Housing and Infrastructure that promotes transparency, probity, and consistency in the negotiation and execution of planning agreements. Pursuant to clause 203(7) of the Regulation, Council must consider any relevant practice notes issued by the Planning Secretary when negotiating or entering into a planning agreement and when preparing an explanatory note.

- **Liverpool Contributions Plans (Sections 7.11 and 7.12 of the Act)**

Establish the basis for levying development contributions towards local infrastructure. VPAs are not intended to replace these contributions but to supplement them where additional or alternative public benefits are proposed.

Whilst Council must consider the Practice Note, it is not legally bound to follow the Practice Note. Council will consider and be guided by the Practice Note. If there is any inconsistency between the Practice Note and this Policy, Council will be guided by this Policy.

Council is committed to ensuring that all planning agreements are prepared in accordance with this framework, are assessed on their individual merits, and promote outcomes that are lawful, transparent, and in the public interest.

1.4 Relationship to Council's Strategic Planning Documents

This Policy supports and reinforces the implementation of Council's strategic land use and infrastructure planning framework. VPAs must align with Council's adopted plans and policies to ensure development delivers infrastructure and services consistent with local priorities and community expectations.

Planning agreements made under this Policy must be consistent with, and contribute to the implementation of, the following strategic planning documents and instruments:

- **Community Strategic Plan** – Establishes long-term goals for the Liverpool community and provides the overarching vision for Council's planning and service delivery.
- **Local Strategic Planning Statement (LSPS)** – Articulates Council's land use vision and sets planning priorities for housing, infrastructure, environment, and economic development (Connected Liverpool 2040)
- **Liverpool Land Use Strategies**
- **the LEP** – Provides the statutory land use planning framework, including zoning, development standards, and land use controls.
- **Development Control Plans (DCPs)** – Provide detailed planning, design, and infrastructure guidance to support the implementation of the LEP.

- **State Environmental Planning Policies (SEPPs)** –the Western Sydney Aerotropolis. Apply to specific planning issues or regions and may override local controls. Planning agreements must not be inconsistent with applicable SEPPs, including those relating to infrastructure, housing, biodiversity, and
- **Infrastructure Contributions Plans (Sections 7.11 and 7.12)** – Establish the infrastructure and services required to support growth and the basis for development contributions.

Planning agreements should also support the objectives of relevant regional and district planning strategies, including the Western City District Plan and Greater Sydney Region Plan, and must not undermine any adopted State or Commonwealth policies or infrastructure plans.

Council will not enter into a planning agreement that compromises the achievement of these strategic outcomes or the integrity of the statutory planning framework.

1.5 Principles of this Policy

Council applies the following principles in the consideration, negotiation, and administration of planning agreements to ensure that they are fair, transparent, and in the public interest:

1. **Public Interest**
Planning agreements must promote outcomes that are consistent with the objects of the Act and deliver clear public benefits that would not otherwise be achieved through standard development contributions.
2. **Transparency and Accountability**
The planning agreement process must be open and transparent. All planning agreements and supporting documentation (including valuations and explanatory notes) will be publicly exhibited and reported to Council in accordance with legislation and this Policy.
3. **Fairness and Equity**
The negotiation and implementation of planning agreements must be fair and consistent. Developers offering similar developments under similar circumstances should be treated equitably.
4. **Consistency with Strategic Planning**
Planning agreements must align with Council's adopted strategic planning framework, including the LSPS, LEP, Community Strategic Plan, and relevant SEPPs and DCPs.
5. **No Improper Influence**
The negotiation and assessment of planning agreements must be kept separate from the planning assessment process. VPAs must not improperly influence decision-making on planning proposals or development applications.
6. **Value for the Community**
Contributions must reflect an appropriate value relative to the impact or uplift resulting from the development. Where applicable, independent valuation of public benefits is required to ensure outcomes are proportionate and reasonable.
7. **Probity and Ethical Conduct**

All parties involved in the VPA process—including Council staff, elected officials, and external consultants—must act with integrity, avoid conflicts of interest, and comply with applicable codes of conduct and governance frameworks.

8. Flexibility and Innovation

Planning agreements should allow for innovative solutions and a broad range of contribution types, provided they meet the public interest test and support infrastructure and service delivery in a way that complements existing contribution plans.

1.6 Definitions and Key Terms

The following terms used throughout this Policy (whether or not capitalised) have the meaning given to them here. Where not defined below, terms have the meaning given to them in the Act, the Regulation or any relevant planning instruments.

- **Act** – the Environmental Planning and Assessment Act 1979 (NSW)
- **Agreement or Planning Agreement** – A Voluntary Planning Agreement entered into by Council and a developer or landowner under Division 7.1 of the Act.
- **CC (Construction Certificate)** – A certificate issued under Section 6.8 of the Act, certifying that building work completed in accordance with specified plans and specifications or standards are consistent with the development consent and comply with the Building Code of Australia and relevant standards, and other requirements of the regulations under the Act. A CC is required before building work may commence.
- **Contribution** – Any monetary payment, dedication of land free of cost, provision of a material public benefit, works-in-kind, or any combination thereof to be used for a public purpose made by a developer under a planning agreement.
- **Council** – Liverpool City Council.
- **DA (Development Application)** – An application for consent to carry out development under Part 4 of the Act.
- **Developer** – A person or entity (including landowners or their representatives) who has made, or proposes to make, a development application or planning proposal.
- **Explanatory Note** – A written note required under section 205 of the Regulation that explains the objectives, nature, and intended effect of a planning agreement and its relationship to the relevant development and contains an assessment of the merits of the proposed agreement, including the positive and negative impacts on the public or a relevant section of the public.
- **Infrastructure Needs Assessment** - Means an assessment that identifies the additional infrastructure required as a result of a proposed development and demonstrates the relationship between the development and that infrastructure.
- **Landowner** means name of registered proprietor of the land under the *Real Property Act 1900 (NSW)*

- **Material Public Benefit** – A benefit provided by a developer under a planning agreement, other than the dedication of land or monetary contributions, that provides a measurable public good or service.
- **Net Community Benefit** – The overall positive outcome for the community, having regard to public benefit, environmental outcomes, strategic alignment, and development impacts.
- **OC (Occupation Certificate)** – A certificate issued under section 6.9 of the Act that authorises the occupation or use of a building or part of a building. It certifies that the building is suitable for occupation and complies with the development consent and construction certificate.
- **Practice Note** – a practice note which is issued by the Planning Secretary pursuant to section 203(6) of the Regulation to assist parties to prepare planning agreements, including but not limited to the 2025 Practice Note, as replaced or amended from time to time.
- **Public Benefit** - A tangible, measurable advantage provided to the community under a planning agreement. Public benefits may include monetary contributions, land, infrastructure, services, facilities, or other works that support the public interest and align with Council's strategic planning objectives.
- **Regulation** – the *Environmental Planning and Assessment Regulation 2021 (NSW)*
- **SC (Subdivision Certificate)** – A certificate issued under section 6.15 of the Act, certifying that all conditions of development consent for a subdivision have been met. It enables registration of a subdivision plan with NSW Land Registry Services.
- **Section 7.11 / Section 7.12 Contributions** – Contributions levied under section 7.11 or 7.12 of the Act for public amenities and services to meet development demand.
- **SWC (Subdivision Works Certificate)** – A certificate issued under section 6.8 of the Act (defined further in the Regulation), authorising subdivision works to commence. It certifies that engineering design documentation complies with the development consent.
- **VPA** – Voluntary Planning Agreement. The abbreviation used interchangeably with “planning agreement” throughout this Policy.

2. Objectives of the Policy

2.1 Ensuring Transparent and Fair Planning Agreements

One of the key objectives of this Policy is to ensure that all planning agreements are negotiated, assessed, and executed in a manner that is transparent, consistent, and fair to all parties, and in particular, to the broader community.

To achieve this, the Policy seeks to:

- Ensure that planning agreements are subject to open and transparent processes, including public exhibition, access to explanatory notes, and clear reporting to Council;
- Promote accountability and public confidence in how planning benefits are negotiated and delivered;
- Apply consistent procedures and assessment criteria across all planning agreements, avoiding preferential or ad hoc treatment;

- Require that the value and nature of public benefits are clearly identified, independently assessed where appropriate, and aligned with the impacts of the proposed development;
- Provide clear roles, responsibilities, and governance frameworks to avoid conflicts of interest and ensure probity throughout the planning agreement process.

This objective aligns with the principles set out in the 2025 Practice Note and 2019 Ministerial Direction and the expectations of the community for fair and equitable planning outcomes.

2.2 Promoting Infrastructure Delivery

This Policy aims to facilitate the timely and coordinated delivery of public infrastructure that supports new development and responds to the needs of Liverpool's growing community.

Planning agreements offer an opportunity to:

- Deliver infrastructure and public domain improvements aligned with the staging of development;
- Support the acceleration or enhancement of infrastructure where existing contributions frameworks may not be sufficient or timely;
- Provide site-specific or place-based solutions, including transport, stormwater, open space, cultural, and community facilities;
- Integrate development with Council's infrastructure priorities as outlined in the Community Strategic Plan, Delivery Program, and Local Strategic Planning Statement;
- Secure works-in-kind or land dedication that addresses local infrastructure gaps, particularly in areas affected by significant growth, such as the Western Sydney Aerotropolis;
- Enable co-investment or leverage opportunities where developers can partner with Council to deliver infrastructure of broader community benefit.

By promoting the use of planning agreements for infrastructure outcomes, Council seeks to ensure that development is sustainable, supported by appropriate services, and contributes to the liveability and functionality of new and existing communities.

2.3 Aligning with the Community and Public Interest

This Policy ensures that planning agreements contribute to outcomes that reflect the needs, values, and expectations of the Liverpool community. All planning agreements must be assessed against the principle of delivering a net community benefit and serving the public interest, as required under the Act and related guidance.

To achieve this, planning agreements should:

- Deliver benefits that respond to the demands created by development and the aspirations of the local community;
- Provide infrastructure, services, or facilities that are genuinely additional to what is required under standard development contributions;
- Reflect Council's adopted planning priorities, including affordable housing, environmental sustainability, resilience, accessibility, and community well-being;

- Promote social equity, ensuring that contributions respond to diverse community needs and are distributed fairly across the local government area;
- Be transparent in how the public interest is assessed and documented, including through the explanatory note and valuation of public benefits;
- Be clearly distinguished from any private benefit to the developer or landowner.

In assessing whether a planning agreement aligns with the public interest, Council will consider whether the proposal:

- Is consistent with Council's strategic planning framework;
- Provides public benefits that are measurable, enforceable, and reasonably related to the impact of the development;
- Has been developed through a transparent and consultative process.

2.4 Expanding the Scope of Development Contributions

Planning agreements provide Council with a flexible mechanism to secure a broader and more diverse range of public benefits than those typically available through standard development contributions under sections 7.11 and 7.12 of the Act.

Through a planning agreement, Council may accept contributions that:

- Address planning priorities or infrastructure needs not captured in existing contributions plans;
- Enable delivery of non-traditional or community-enhancing benefits, such as affordable housing (subject to considering the 2019 Ministerial Direction), biodiversity conservation, digital infrastructure, or cultural assets;
- Support site-specific solutions, tailored to the local impacts or opportunities of a particular development;
- Facilitate place-based innovation or pilot programs that improve resilience, amenity, or sustainability;
- Allow voluntary over-contributions or developer-initiated public benefits that complement Council's strategic goals;
- Promote co-investment models, where infrastructure is jointly delivered or funded through a planning agreement alongside public investment.

These expanded contributions are subject to clear valuation, probity, and public interest requirements as set out in this Policy and relevant legislation.

Planning agreements must not be used to reduce or substitute required s7.11 or s7.12 contributions unless explicitly justified and approved through Council's standard procedures.

2.5 Encouraging Developer Participation in Infrastructure Planning

Council encourages early and proactive engagement from developers to explore the use of planning agreements as a means to deliver infrastructure and public benefits aligned with Liverpool's strategic planning objectives.

Planning agreements provide an opportunity for developers to:

- Support the delivery of infrastructure in line with development staging;
- Propose site-specific or innovative public benefits that exceed standard requirements;
- Collaborate with Council to address infrastructure needs in growth areas;
- Contribute to place-based outcomes that enhance both development feasibility and community value.

While voluntary, planning agreements are particularly encouraged where a development:

- Seeks a change to planning controls;
- Generates impacts beyond what is addressed by existing contributions plans;
- Involves large-scale or strategically significant proposals.

Early discussions with Council, ideally during pre-lodgement or concept stages, help align development proposals with local infrastructure priorities and community expectations.

3. Circumstances for Entering into a Planning Agreement

3.1 When a Planning Agreement would generally be expected

Under Division 7.1 of the Act, planning agreements are voluntary. However, Council would generally expect the submission and negotiation of a planning agreement in connection with certain development proposals where public benefits are needed to address impacts or deliver strategic outcomes.

Council will generally expect a planning agreement to be offered were, but not limited to the following:

- A planning proposal seeks to amend the LEP particularly where the proposal results in increased development potential (e.g. uplift in density, height, or land use intensity);
- A development application generates a level of impact or need for infrastructure or public benefits that is not fully addressed by existing contributions plans (e.g. section 7.11 or 7.12);
- A modification application under s4.55 or s4.56 of the Act results in a substantial change to the approved development and its associated impacts.
- A proposal forms part of a state-led rezoning or strategic precinct (e.g. the Western Sydney Aerotropolis) requiring local infrastructure coordination and delivery.
- Proposals that seek site-specific planning outcomes not otherwise permitted under current planning controls, and which require negotiated infrastructure delivery or other public benefits to mitigate impacts or achieve strategic planning objectives.

In such cases, Council considers that a planning agreement would likely be the appropriate method to enable appropriate public benefits to be provided to support the planning proposal, development application, or modification application.

3.2 Situations Where a Planning Agreement May Be Considered

Planning agreements may be considered in a range of development scenarios where they can provide infrastructure, services, or public benefits aligned with Council's planning objectives.

Situations where a planning agreement may be appropriate include, but not limited to the following:

- Development proposals that generate cumulative impacts on local infrastructure or services, particularly in areas experiencing rapid growth or staging issues;
- Proposals involving high-density or mixed-use development, where additional open space, streetscape, or social infrastructure may be needed;
- Voluntary developer offers to provide enhanced public benefits beyond standard requirements (e.g. through early delivery, greater scope, or innovative outcomes);
- Proposals where Council seeks to coordinate infrastructure delivery across multiple sites or landowners through negotiated contributions;
- Developments in rural, transition, or greenfield areas where infrastructure is limited and standard contributions under s7.11 or s7.12 are insufficient to support community needs.

Situations where a site-specific planning solution or variation from development controls is sought, and public benefit is necessary to justify the variation.

Council encourages the use of planning agreements where they can secure public value, improve development outcomes, or align delivery timing with community needs.

3.3 Planning Agreements and Development Contributions (s7.11 & s7.12)

Planning agreements are distinct from, and do not automatically replace, development contributions required under sections 7.11 and 7.12 of the Act.

Council will generally require that:

- Section 7.11 or 7.12 contributions continue to apply, in accordance with Council's adopted contributions plans; and
- Planning agreements provide additional or alternative public benefits, over and above what would ordinarily be required through standard contributions plan.

However, Council may consider a planning agreement in substitution for part or all a s7.11 or s7.12 contribution, where:

- The proposed works or public benefits are equivalent or superior in value and purpose;
- The substitution is clearly identified and justified in the agreement and supporting documentation;
- The arrangement is consistent with the relevant Contributions Plan and aligned with Council's infrastructure delivery priority within the border precinct planning framework.
- The substitution has been subject to independent valuation and assessment.

Council may determine whether monetary contributions or material public benefits are appropriate in each case, having regard to infrastructure needs, delivery timing, and consistency with broader precinct planning objectives. Council will not support planning agreements that seek to reduce or replace development contributions without a clearly demonstrated and justified public benefit.

Planning agreements may also be used to supplement standard contributions where infrastructure demands exceed what is anticipated under existing plans.

3.4 Types of Contributions Accepted Under Planning Agreements

Planning agreements may include a wide range of contribution types, provided they deliver a genuine and enforceable public benefit, are consistent with Council's strategic objectives, and comply with relevant legislation and this Policy.

Council may accept any of the following contributions under a planning agreement:

- Monetary contributions – Payments made by the developer to fund public infrastructure, services, or facilities.
- Works-in-kind – Infrastructure or public works delivered directly by the developer (e.g. roads, stormwater, open space, community facilities).
- Dedication of land free of cost– Transfer of land to Council for public purposes (e.g. parks, road corridors, drainage reserves, community or cultural uses).
- Material public benefits – Provision of goods, services, or works that deliver measurable benefits to the community, but which may not take the form of traditional infrastructure (e.g. public art, heritage restoration).
- Affordable housing contributions – Provision of land, dwellings, or monetary payments for affordable housing, subject to Council's applicable policies and consistency with the 2019 Ministerial Direction and under section 7.32 of the Act.
- Recurrent funding or maintenance arrangements – Where appropriate, Council may consider planning agreements that include ongoing funding or delivery of services to support new infrastructure or facilities.
- Biodiversity offsets – In limited cases, and subject to legal and policy alignment, contributions may include land or actions that offset environmental impacts.

4. Key Principles for Planning Agreements

4.1 Public Interest and Acceptability Test

Council will only enter into a planning agreement where it is satisfied that the proposal is in the public interest and meets the acceptability criteria established under this Policy,

Council does not seek VPAs as a default contribution mechanism. VPAs will only be pursued where they demonstrably provide a net community benefit or improved planning outcomes beyond those achievable under standard contributions plans.

A planning agreement will generally be considered to meet the broader public benefits and acceptability test where:

- The planning agreement delivers tangible, measurable, and enforceable public benefits;
- The public benefits are clearly linked to the planning proposal or development impacts, or provide strategic value aligned with Council's planning objectives;
- All contributions are supported by independent valuation, ensuring the scale and value of the benefits are appropriate, fair, and not exaggerated;
- The agreement does not undermine or substitute required s7.11 or s7.12 contributions unless explicitly agreed and justified;
- The process of negotiation and assessment has been free from improper influence, including:

- No direct involvement of elected Councillors or unauthorised Council staff in negotiation;
- Clear separation between the planning assessment and negotiation functions;
- Governance controls and, where applicable, a probity advisor are in place for high-value or complex agreements
- The proposed public benefits are consistent with the objectives of Council's strategic planning documents and priorities.

Council may refuse to support a planning agreement where these criteria are not met.

4.2 Net Community Benefit Principle

Planning agreements must deliver outcomes that provide a clear net community benefit. This means the benefits offered must not only respond to the impacts of the development but also result in an overall positive outcome for the broader community.

To satisfy this principle, a planning agreement should:

- Deliver infrastructure or services that enhance liveability, amenity, environmental sustainability, or social equity;
- Support strategic place-based outcomes identified in Council's planning instruments, such as the LSPS, Community Strategic Plan, or Western City District Plan;
- Demonstrate that the public benefits are measurable, enforceable, and secured in a way that reflects community expectations and planning priorities as well as the legislative requirements;
- Avoid creating or exacerbating inequities between different developments or local areas.

Council will assess whether a planning agreement delivers a net community benefit by considering the scale, timing, location, and type of benefits offered — and their alignment with both development impacts and strategic infrastructure needs.

Where a proposed planning agreement does not clearly demonstrate a net community benefit, it may not be supported by Council.

4.3 Probity, Governance, and Accountability

Council is committed to ensuring that all planning agreements are negotiated, assessed, and implemented in a manner that upholds the highest standards of probity, integrity, and accountability.

To achieve this, the following principles apply:

- Negotiations must be conducted only by Council officers with delegated authority. Elected Councillors and Council staff without formal authorisation must not participate directly in the negotiation of planning agreements.
- A clear separation must be maintained between the assessment of a planning proposal or development application and the negotiation of a planning agreement.
- Council may appoint an independent probity advisor for complex or high-value agreements to ensure transparency and procedural integrity subject CEO's direction

- The negotiation process must be documented and auditable, including records of meetings, draft offers, valuations, and decisions.
- Conflict of interest disclosures must be made and managed by all parties involved, including Council officers, consultants, and proponents.
- The draft planning agreements must be reported to and approved by Council, with all supporting documents made publicly available in accordance with legislative requirements.
- The implementation of planning agreements will be subject to oversight, compliance monitoring, and periodic review.

These requirements align with the 2025 Practice Note, Council's Code of Conduct, and Council's Probity Standard. They are critical to maintaining public confidence in the planning system and ensuring outcomes serve the community interest.

4.4 Ensuring No Improper Influence on Planning Decisions

VPAs must not be used to buy or sell development rights. The integrity of the planning system depends on decisions being made solely on planning merit and in accordance with applicable statutory and strategic frameworks.

To safeguard against undue influence and maintain public trust:

- **Planning Decisions Must Be Based on Merit**
Council will not grant planning approval solely because public benefits are offered through a planning agreement. Development that is unacceptable on planning grounds will not be approved, regardless of any planning agreement offer. Council will not impose a condition of development consent requiring a planning agreement unless the developer has voluntarily made an offer to enter into a planning agreement in connection with the relevant development application or planning proposal. Council will not allow VPAs to override environmental planning instruments, zoning controls, or statutory planning assessment processes.
- **Avoidance of Unreasonable Demands**
Council must not impose excessive, unrelated, or disproportionate obligations on developers. All VPA contributions must be aligned with legitimate planning objectives.
- **Transparency in Decision-Making**
Council will clearly document how each VPA aligns with its strategic planning priorities, including the Local Environmental Plan (LEP), Local Strategic Planning Statement (LSPS – *Connected Liverpool 2040*), relevant contributions plans, and supporting land use strategies. All decisions must be underpinned by transparent planning rationale.
- **Separation of Planning and Negotiation Functions**
Council officers who assess planning proposals or development applications must not participate in the negotiation of a VPA for the same development. This ensures the independence of statutory planning assessment and protects against real or perceived conflicts of interest.

These safeguards ensure that VPAs do not influence statutory decision-making and that planning outcomes are lawful, consistent, and in the public interest, in accordance with section 7.7(2) of the *Act* and relevant Ministerial Directions.

4.5 Use of VPAs Where No Relevant Contributions Plan Applies

In precincts or land release areas where no applicable section 7.11 or 7.12 Contributions Plan is in place for the proposed development, Council may consider entering into a Voluntary Planning Agreement (VPA) to secure appropriate infrastructure contributions.

Any such VPA must be supported by an Infrastructure Needs Assessment prepared by a suitably qualified consultant, that demonstrates the additional demand generated by the development, and the type, scale, and timing of infrastructure required to address that demand.

5. The Planning Agreement Negotiation Process

The negotiation and preparation of a VPA must follow a structured, transparent, and accountable process. This ensures that all proposals are subject to appropriate review, reflect the public interest, and contribute to orderly and sustainable development outcomes. This section outlines the sequential stages in the negotiation, assessment, exhibition, and finalisation of VPAs entered into by Council. It is designed to provide clarity for developers, the community, and Council staff, and to ensure consistency with legal requirements and best practice guidance from the NSW Government.

Where the developer is not the registered owner of the land to which the VPA applies, Council will ordinarily require the landowner to be a party to the Planning Agreement.

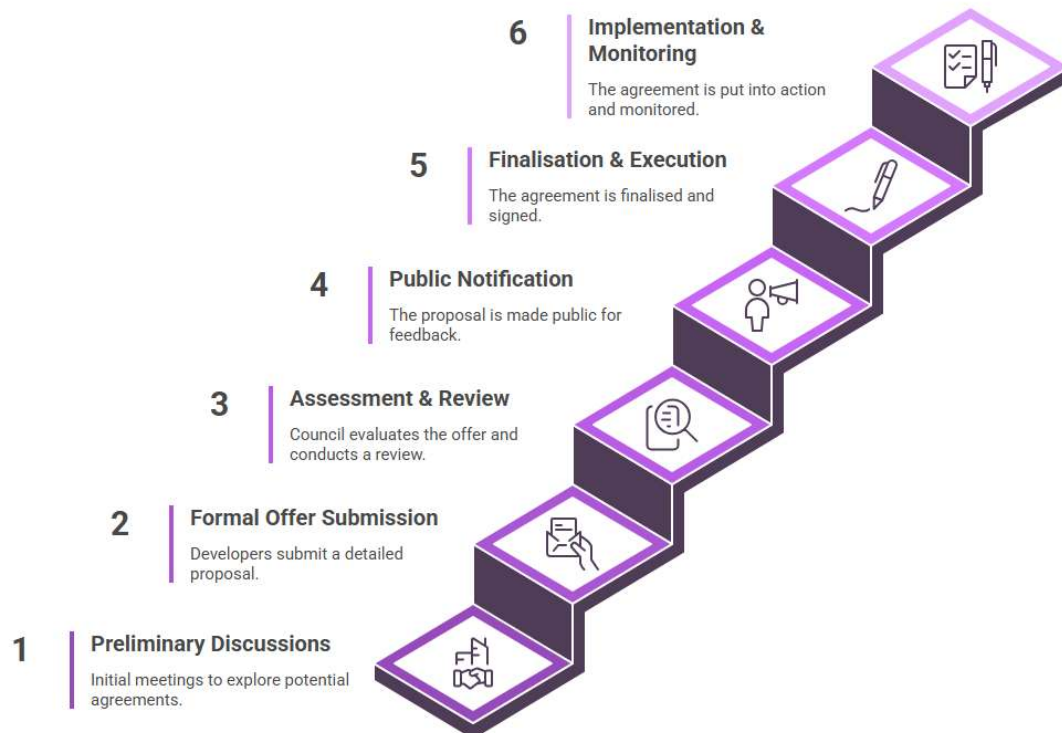
The landowner must be a party to the Planning Agreement where:

- The agreement includes an obligation to dedicate land to Council; and/or
- The agreement is required to be registered on title in accordance with the Act.

This ensures that land dedication obligations can be lawfully performed and that the dedication and registration obligations of the Planning Agreement can be properly secured and enforced.

This process map below illustrates the structured steps for negotiating, assessing, finalising, and implementing a VAP in accordance with this Policy.

Voluntary Planning Agreement Process



5.1 Step 1: Preliminary Discussions

Prior to lodging a planning proposal or development application, developers are strongly encouraged to engage in early discussions with Council. These discussions aim to determine the appropriateness of a VPA, clarify Council's expectations, and identify the infrastructure demands arising from the proposed development.

Key objectives of this stage include:

- Identifying the likely need for a VPA**
 Council will advise whether a VPA is appropriate based on strategic planning priorities, existing contributions plans, and anticipated infrastructure needs that may not be addressed through conventional mechanisms.
- Requirement for an Infrastructure Needs Assessment**
 Developers must be prepared to assess and quantify the additional infrastructure or service demand their proposal generates. A formal Infrastructure Needs Assessment, prepared by a suitably qualified consultant, will be required to support any VPA offer. The assessment must identify infrastructure gaps not addressed by current contribution plans and substantiate the scope of public benefits proposed.

- **Preparation of a Preliminary Infrastructure Services Delivery Plan (ISDP)**
Where physical infrastructure is proposed, Council will require submission of a Preliminary ISDP. This must:
 - Identify the scope of infrastructure to be delivered;
 - Provide a preliminary cost estimate of each infrastructure item;
 - Outline the proposed sequencing and timing of delivery;
 - Link delivery to relevant development triggers (e.g., CC, SWC, SC, OC and year).
- **Establishing Probity and Process Expectations**
Council will outline its negotiation protocol, including clear delineation between assessment and negotiation roles, the engagement of independent valuation or probity experts (if required), and the documentation standards to be followed throughout the VPA process.

The level and detail of supporting documentation required will vary depending on the scale, nature and complexity of the proposal, and the determination of documentation requirements is at the sole discretion of Council.

These discussions are non-binding but are critical to ensuring VPA proposals are properly scoped, evidence-based, and capable of timely assessment.

5.2 Step 2: Formal Offer Submission

Following preliminary discussions, a developer may submit a formal offer to enter a VPA with Council. The formal offer must be made in writing, addressed to Council, signed by all proposed parties to the VPA (except Council), and accompanied by sufficient supporting documentation to enable Council to assess the merits, feasibility, and public benefit of the proposal.

The formal offer must include the following components:

a) Development Context and Applicant Details

A description of the proposed development, including:

- Site location, land ownership, and relevant planning instruments;
- Development staging (if applicable);
- Associated planning proposal or development application;
- Identification of all parties to the proposed agreement, including the legal entity with responsibility for delivery.

b) Infrastructure Needs Assessment

If required by the Council, a site-specific **Infrastructure Needs Assessment**, prepared by a suitably qualified consultant, identifying:

- The additional demand for infrastructure, services or facilities created by the development;
- The extent to which those demands are not addressed by existing Section 7.11 or 7.12 Contributions Plans;
- Justification for the proposed contributions or works-in-kind under the VPA;
- Any assumptions and planning parameters used in the analysis.

This assessment must form the basis of the scope and scale of the proposed public benefits offered in the VPA.

c) Preliminary Infrastructure Services Delivery Plan (ISDP)

If required by the Council, where the VPA involves the delivery of infrastructure or material public benefits, the offer must be supported by a **Preliminary ISDP**. The ISDP must:

- Identify the infrastructure items or works proposed to be delivered;
- Provide a preliminary cost estimate for each item (prepared or verified by a qualified cost consultant or quantity surveyor);
- Define the sequencing and indicative timing of infrastructure delivery;
- Link infrastructure delivery to relevant development triggers, such as the issue of a Construction Certificate (CC), Subdivision Works Certificate (SWC), Subdivision Certificate (SC), or Occupation Certificate (OC);
- Be consistent with the staging of development and anticipated community demand.

Council will not accept delivery triggers that are susceptible to strategic avoidance. Delivery must be sequenced in a manner that ensures infrastructure is provided in line with community need and does not impose premature maintenance obligations on Council.

d) Security Framework (Preliminary)

The Planning Agreement offer must propose security arrangements consistent with the policy provisions set out below.

e) Draft Heads of Agreement or Outline of Proposed Terms

A high-level outline or schedule of the key terms proposed in the planning agreement, including:

- The type and nature of contributions (monetary, land, works-in-kind, or other material public benefits);
- Any proposed offsets or substitution for Section 7.11 or 7.12 contributions;
- Delivery mechanisms and responsibilities.

g) Supporting Documentation

Any additional documentation relevant to Council's assessment of the offer, including but not limited to:

- Staging plans;
- Architectural or engineering plans (where relevant to infrastructure scope);
- Feasibility analysis;
- Valuations or land dedication plans;
- Other material Council reasonably requires to inform its assessment.

5.3 Step 3: Assessment of Offer and Council Review

All formal VPA offers submitted to Council will be subject to a structured and rigorous assessment process to ensure alignment with statutory requirements, planning principles, and Council's strategic objectives. The review will be coordinated internally by relevant departments and, where appropriate, with advice from independent experts.

a) Internal Council Review

Council will assess each VPA offer having regard to:

- The planning merit and public interest of the proposal;
- Consistency with Council's strategic planning framework, including the Local Strategic Planning Statement (LSPS), Local Environmental Plan (LEP), Contributions Plans, and Community Strategic Plan;
- Alignment with the infrastructure needs identified through the **Infrastructure Needs Assessment** and the proposed sequencing outlined in the **Infrastructure Services Delivery Plan (ISDP)**;
- Whether the scope, scale and timing of proposed contributions are proportionate, feasible, and enforceable;
- Any probity risks or conflicts of interest.

Assessment will involve representatives from planning, infrastructure, legal, financial, and other relevant service units within Council. Officers involved in the assessment of planning proposals or development applications will not participate in negotiation of the VPA to maintain separation of roles and integrity of process.

b) Use of External Advisors

Where considered necessary, Council may engage or require the developer to engage, at their cost, suitably qualified independent consultants to assist with:

- Valuation of land, works, or material public benefits;
- Quantity surveying or cost verification of proposed infrastructure items;
- Legal review of VPA

Council will retain discretion over the selection or approval of any such advisor to ensure impartiality and the credibility of the review.

c) Acceptability Test

All planning agreement proposals will be subject to the **Acceptability Test** (refer to Section 11.2), which evaluates whether the proposal:

- Delivers a net community benefit;
- Is fair, reasonable, and transparent;
- Does not influence or prejudice the planning decision;

- Provides value and outcomes that would not otherwise be achieved through existing contributions mechanisms.

d) Consideration of Security and Delivery Risks

Council will assess the adequacy of the proposed **security framework** and infrastructure delivery triggers to ensure that infrastructure will be delivered in accordance with demand and will not be unreasonably deferred or avoided. Particular scrutiny will be given to:

- The credibility of the ISDP sequencing;
- The enforceability of delivery triggers;
- Whether proposed security mechanisms are sufficient to mitigate delivery risk, including where infrastructure is tied to later development stages.

e) Non-Binding Nature of Negotiations

All discussions and communications during the negotiation of a Voluntary Planning Agreement are without prejudice and not binding on either party until a formal written offer is submitted, publicly exhibited and then the agreement is endorsed and executed by Council.

Any preliminary agreement to individual items is subject to change during the negotiation process, as Council must assess the total public benefit and ensure balance and alignment with strategic planning outcomes.

Council reserves the right to revisit or adjust any previously discussed VPA elements if necessary to achieve a fair, integrated, and acceptable overall agreement.

5.4 Step 4: Public Notification and Exhibition Process

Before entering into a VPA, Council will publicly exhibit the draft agreement and accompanying explanatory note in accordance with legislative requirements. The draft VPA shall be reported to the Council prior to public exhibition.

a) Statutory Exhibition Requirements

Council will publicly exhibit:

- The draft planning agreement;
- The draft Explanatory Note (in accordance with Clause 205 of the *Regulation*); and
- Any supporting material reasonably necessary to understand the nature, effect, and implications of the agreement.

The exhibition period will be for a minimum of 28 days, or as otherwise prescribed by relevant legislation at the time of exhibition.

Where a proposed planning agreement departs from Council's standard VPA template, or where the agreement requires bespoke drafting due to complex planning, infrastructure or staging issues, Council may engage its legal advisors to prepare or review the agreement to ensure statutory compliance and alignment with Council's policy framework.

The developer will be responsible for all reasonable legal costs incurred by Council in the preparation, review, and negotiation of the agreement.

b) Methods of Exhibition and Notification

Council will notify and make available the draft VPA package through:

- Public notice on Council's website;
- Notification via the NSW Planning Portal (where applicable);
- Other means as outlined in Council's Community Participation Plan.

c) Consideration of Submissions

All submissions received during the exhibition period will be considered by Council prior to determining whether to enter into the Planning Agreement.

d) Re-notification of draft VPA

Council will publicly re-notify a proposed Planning Agreement and the application to which it relates if changes have been made to the terms of the agreement after it has been previously publicly notified and inspected, as required by the Act or if Council otherwise considers it appropriate.

5.5 Step 5: Finalisation and Execution of the Agreement

Following the public exhibition period and consideration of submissions, Council will determine whether to proceed with the proposed planning agreement. This process ensures all VPAs are legally robust, aligned with strategic planning objectives, and provide enforceable public benefits.

a) Council Consideration and Resolution

A report will be prepared for Council (or its delegated authority) summarising:

- The proposed agreement and the public benefits to be delivered;
- Any modifications made in response to public submissions;
- Outcomes of the internal assessment and Acceptability Test;
- Advice from legal, probity, and financial experts, if applicable;
- Implications for infrastructure delivery, sequencing, and risk management.

Council must formally resolve to enter into the planning agreement before execution. While the agreement may be considered in conjunction with a related planning decision, its approval must remain a distinct and independent process.

b) Execution of the Planning Agreement

Once approved, the agreement must be signed by:

- All relevant parties to the agreement, including landowners (and any entity assuming responsibility for delivery); and
- An authorised signatory on behalf of Council, in accordance with adopted delegations.

The executed agreement and final explanatory note will be published on Council's website and the NSW Planning Portal, consistent with legislative requirements.

c) Registration on Title

Where the agreement relates to land, infrastructure, or material public benefits, Council may require that the planning agreement be registered on the title of the relevant land in accordance with **Section 7.6 of the Act**. Registration ensures the agreement binds future landowners and protects the delivery of agreed contributions.

The developer is responsible for all costs associated with registration and removal of registration, including:

- Preparation of title instruments;
- Obtaining written consent from any mortgagee or registered interest holder;
- Lodgement with NSW Land Registry Services.

5.6 Step 6: Implementation, Monitoring, and Compliance

Following execution, Council will oversee the implementation of all planning agreements to ensure that obligations are delivered as agreed, infrastructure is provided in a timely and staged manner, and the community receives the intended public benefits.

a) Council Oversight and Responsibility

Council will:

- Maintain oversight of all obligations under the VPA, including infrastructure delivery, land dedications, monetary payments, and works-in-kind;
- Monitor compliance with agreed staging, delivery triggers, and sequencing as outlined in the Infrastructure Services Delivery Plan (ISDP);
- Coordinate across internal departments (e.g. planning, infrastructure, legal, finance, development engineering) to track performance.

A designated officer or team may be assigned responsibility for ongoing monitoring of each planning agreement.

b) Public Reporting and Transparency

Council will publish:

- All executed agreements and associated explanatory notes;
- A summary of key obligations and contributions;
- Progress updates in Council's Planning Agreements Register and quarterly or annual planning contributions reports (where applicable).

This ensures community visibility of developer contributions and supports public accountability.

6. Public Notification and Transparency

Council is committed to transparency throughout the planning agreement process — from negotiation to delivery — to ensure community confidence in developer contributions and public benefit outcomes.

6.1 Publication of Executed Agreements

Executed planning agreements will be published on:

- Council's website; and
- The NSW Planning Portal, as required under the *Regulation*.

Published materials will include the signed agreement, final explanatory note, and any amendments.

6.2 Planning Agreements Register

Council will maintain a publicly accessible **Planning Agreements Register** in accordance with **Section 206 of the Regulation**, containing:

- Developer and site details;
- Summary of contributions;
- Execution and registration dates;
- Delivery status and any amendments.

The register will be updated regularly.

6.3 Reporting and Oversight

Council will report on VPA implementation through:

- Quarterly or annual updates to Council and/or committees;
- Inclusion in infrastructure planning, budgeting, or capital works reports; and
- Publication in its annual report information on the effect and compliance of planning agreements as required by s7.5(5) of the Act.

Where available, Council may publish progress dashboards showing infrastructure delivery.

6.4 Community Access to Information

Council will provide reasonable public access to relevant VPA-related documentation, subject to confidentiality or legal limitations, in line with the *Government Information (Public Access) Act 2009 (NSW)*.

7. Contributions Valuation and Administration

7.1 Forms of Contributions

A Planning Agreement may provide for one or more of the forms of contribution identified in Section 3.4 of this Policy

7.2 Valuation of Contributions and Independent Assessments

All contributions offered under a planning agreement must be fairly, transparently, and independently valued to ensure they deliver a genuine public benefit and align with the principles set out in this Policy.

Council requires that:

- Land, works-in-kind, or other non-monetary public benefits must be valued by a suitably qualified and independent registered valuer or quantity surveyor.
- Valuations must be based on current market value or industry-standard cost estimates, depending on the type of contribution.
- Where land or works are proposed in lieu of monetary contributions, Council will assess their monetary equivalence to determine whether the public benefit meets or exceeds what would otherwise be achieved through standard development contributions (s7.11 or s7.12).
- The valuation must form part of Council's consideration of whether the offer meets the public interest and acceptability test in accordance with Section 4.1 of this Policy.
- In cases where a planning agreement is linked to an uplift in land value (e.g. through a rezoning), Council may require an independent land value uplift assessment to inform the scale of contributions proposed.
- All valuation reports must be submitted in a form acceptable to Council and may be subject to independent peer review at the developer's cost.

Council may refuse to proceed with a planning agreement where the value of the public benefit is unclear, unverified, or not commensurate with the impacts of the proposed development.

7.3 Indexation of Monetary Contributions

All monetary contributions under a Planning Agreement must be indexed from the date of agreement execution to the date of payment to preserve their real value.

Unless otherwise agreed, contributions will be indexed quarterly using the Consumer Price Index (CPI) – All Groups, Sydney, or a relevant construction-specific index where appropriate. The applicable index must be stated in the agreement.

Each staged payment will be indexed separately. Council will not accept under-indexed contributions.

7.4 Use and Distribution of Contributions

Monetary contributions provided under a Planning Agreement must be applied to the public purposes specified in the agreement and aligned with Council's infrastructure priorities and planning strategies.

Council may pool contributions from multiple Planning Agreements to fund major or shared infrastructure. Where pooling is necessary, infrastructure delivery may be deferred until sufficient contributions have been collected.

Council will maintain transparency by reporting on the receipt, allocation, and use of contributions through the public VPA register and compliance reports.

7.5 Refunds and offset Council will not provide refunds of monetary contributions or other benefits made under a planning agreement

Council generally does not support the inclusion of credits in planning agreements. However, in limited circumstances, Council may agree to apply a credit towards a developer's Section 7.11 or 7.12 contributions where; Works-in-Kind (WIK) provided under a planning agreement directly align with infrastructure items identified in an applicable Contributions Plan.

Where such a credit is accepted, the following principles apply:

- The value of any credit will be based on the value attributed to the item in the applicable Contributions Plan.
- The credit amount must be agreed in advance and clearly documented in the planning agreement;
- The credit must not compromise the integrity, funding, or delivery of the Contributions Plan.

7.6 Land Valuation of Land to be Dedicated Where Rezoning Has Occurred or proposed.

This clause establishes a consistent approach to valuing land proposed for dedication under a Planning Agreement where rezoning has occurred or is proposed by, or on behalf of, the developer.

Where a Planning Agreement involves the dedication of land and the subject land has been, or is proposed to be, rezoned through a planning proposal initiated or supported by the developer (or their predecessor in title), the value of the land must be determined based on its zoning, permissible uses and development standards immediately prior to the approval of the rezoning or planning proposal. This is referred to as the pre-uplift valuation baseline.

Council will apply this provision in all relevant circumstances, including where:

- A site is subject to a master plan, precinct plan, or planning proposal prepared by or for the developer;
- Land is being transferred or dedicated after rezoning, either by the initiating developer or a subsequent owner or developer;
- There is a measurable uplift in development potential (e.g. increased FSR, height or land use permissibility) associated with Council-supported rezoning.

Requirements

1. The proponent must submit an independent market valuation of the land prepared by a certified valuer. Council may, at its discretion, require a second valuation or commission its own.
2. The valuation must:
 - o Clearly identify the land value under the pre-rezoning planning controls (base case); and
 - o Distinguish any uplift attributable to the rezoning or planning proposal process.
3. The Council will use the pre-uplift valuation as the basis for assessing the value of land dedications under the VPA.

This approach prevents the inflation of public benefit claims through the use of post-rezoning land values.

8. Security and Performance Measures

Council ensures that all VPAs are legally enforceable, financially secure, and effectively implemented. To protect the interests of the community and ensure that developers meet their commitments, Council applies security and performance measures to all VPAs.

This section outlines the mechanisms used to secure contributions, monitor performance, and enforce compliance, ensuring that public benefits are delivered as agreed.

8.1 Security Requirements for Agreements

To safeguard the public interest and ensure the timely and reliable delivery of planning agreement obligations, and in accordance with section 7.4(3)(g) of the Act, Council requires all VPAs to include appropriate security measures. These security provisions are intended to protect Council and the community in the event of default, non-compliance, or delayed delivery by the developer.

Purpose of Security

The requirement for security under a VPA serves the following purposes:

- To protect against non-performance or delayed delivery of the developer's obligations under the agreement.
- To enable Council to step in and complete the developer's obligations in full or in part where the developer fails to comply with the terms of the agreement.
- To ensure public infrastructure and community benefits are delivered in accordance with agreed development triggers, such as prior to CC, OC, SWC, or SC.
- To ensure developer contributions are enforceable, predictable, and transparent.

Forms of Acceptable Security

Council may require security as follows, depending on the nature, timing, and risk profile of the obligations:

- Unconditional and irrevocable bank guarantee issued by an Australian financial institution, in a form acceptable to Council, without any expiry or end date.
- Cash Bond held in trust by Council to cover the full value of VPA obligations, including contingency and indexation allowances.
- The ability for Council to withhold the issue of a CC, SWC, OC and/or SC until the Developer has satisfied some or all of its obligations under the Planning Agreement.
- Where the Development Contributions include the dedication of land to Council, a right for Council to:
 - compulsorily acquire the relevant land for \$1 in the event the Developer fails to dedicate it to Council by the time required under the Planning Agreement; and/or
 - register a caveat on the title of the relevant land until such time as it is dedicated to Council.

Council does not accept registration of the VPA on title as a substitute for separate security arrangements and does not generally accept insurance bonds in place of bank guarantees.

Calculation of Security Value

Security in the form of a bank guarantee or cash bond is generally only required for works and works-in-kind obligations under a Planning Agreement. Security is not required for monetary contributions or land dedications. The security (bank guarantee or cash bond) required will:

- Be equivalent to 100% of the estimated cost of fulfilling the developer's obligations plus contingency buffer as below.
- Be supported by independent and verifiable valuation evidence, such as certified quantity surveyor reports or recognised construction cost indices, to the satisfaction of Council.
- Include an appropriate contingency buffer, as determined by Council on a case-by-case basis, to reflect the assessed delivery risk. The contingency buffer will generally range from 50% to 100%, depending on factors such as project complexity, staging, developer track record, and the nature of the contributions.
- Be expressed in current dollars and subject to indexation in accordance with the terms of the agreement.

The total security provided must not be less than 150% of the estimated value of the works or obligations under the planning agreement.

Timing and Release of Security

- Security must be provided prior to the issue of any relevant development triggers, including but not limited to CC, SWC, SC, or OC, as stipulated in the planning agreement.
- Staged or partial security release may be permitted where obligations are delivered in sequenced stages aligned with the approved Infrastructure Services Delivery Plan (ISDP).
- Security will only be released upon written confirmation by Council that the relevant obligations have been satisfactorily completed and accepted by Council.

Enforcement and Default

In the event of default or underperformance by the developer, Council may:

- Issue a notice to the developer requiring a default or breach to be remedied within a specified time.
- Call upon any security held (including bank guarantees, cash bonds or other instruments) to recover costs incurred in completing or rectifying the developer's obligations.
- Step in and carry out the delivery of any outstanding works, acquire land or deliver other public benefit on behalf of the developer using any security held or recovering its costs from any security held or by other means.
- Register or enforce any caveats, charges or legal instruments over land to be dedicated under the agreement or land associated with the planning agreement.
- Recover all reasonable administrative, legal, professional and project management costs incurred as a consequence of the default.
- Initiate enforcement proceedings in accordance with the Act or seek legal remedies under the agreement.

8.2 Timing and Staging of Contributions

Planning agreements must clearly identify when and how contributions are to be delivered, ensuring alignment with the staging of development and corresponding infrastructure demand. Contributions must be sequenced to avoid both premature provision (which may impose undue risk or cost) and delayed delivery (which may undermine community benefit and planning outcomes).

Principles

The timing and staging of contributions must:

- Reflect the outcomes of the Infrastructure Needs Assessment and align with the ISDP.
- Be tied to specific development triggers, such as issue of a CC, SWC, SC, or OC.
- Ensure public infrastructure and benefits are delivered in parallel with or ahead of the development impacts they are intended to mitigate.
- Support Council's strategic infrastructure delivery programs and avoid ad hoc or fragmented infrastructure provision.

Staged Delivery

For developments delivered in stages:

- The VPA must include a staging schedule identifying:
 - Contributions (monetary, works, land) to be provided at each stage.
 - Development triggers for each contribution.
 - Any partial fulfilment arrangements (e.g. partial land dedication or phased works).
- The ISDP must support the proposed staging and demonstrate that service and infrastructure capacity will be maintained throughout the development lifecycle.

Preconditions for Progression

- The VPA may provide for the withholding of CCs, SWCs, SCs or OCs if contributions due at that stage are not delivered or secured to Council's satisfaction.

- Deferred delivery or retrospective fulfilment of contributions is not permitted unless explicitly authorised by the agreement and supported by appropriate security.

Flexibility and Variations

- Council may consider alternative sequencing or revised staging plans where:
 - Justified by updated infrastructure analysis; and
 - Accompanied by satisfactory risk mitigation measures (e.g. increased security or interim works).
- Any adjustment must be documented by a deed of variation and subject to probity, legal, and financial review.

Monitoring and Enforcement

- Council will actively monitor the timing and staging of contributions.
- Non-compliance may result in:
 - Enforcement action under the Act,
 - Withholding of approvals, where permitted by law,
 - Calling on security instruments.

Modification of Staging After VPA Execution

Where a developer proposes to modify the approved staging of a development (e.g. via a modification application under section 4.55 of the Act) after a VPA has been executed, Council will assess whether the proposed changes affect the timing, feasibility, or enforceability of infrastructure delivery obligations under the VPA.

Council may request negotiations on:

- An updated Infrastructure Services Delivery Plan (ISDP);
- Adjusted or additional security instruments to mitigate delivery risk;
- Interim infrastructure or service measures to avoid capacity shortfalls; or
- A formal Deed of Variation to amend the VPA, subject to legal, probity, and financial review.

Pursuant to s4.55(3) and s4.15(1)(a)(iiia) of the EPA Act, Council will be required to take into consideration any planning agreement that has been entered into that apply to the land to which the modification application relates when determining an application for modification of a consent.

Proposed changes to staging in a VPA that materially affect infrastructure triggers or community outcomes may not be supported unless public benefit outcomes are preserved or improved.

8.3 Dispute Resolution Mechanisms

To ensure that disputes arising under a planning agreement are resolved fairly, efficiently and without unnecessary delay, each VPA must incorporate a clear and enforceable dispute resolution mechanism. A Planning Agreement must have a dispute resolution mechanism pursuant to s7.4(3)(f) of the Act. The purpose of this mechanism is to minimise litigation, support continued cooperation between the parties, and protect public outcomes associated with the agreement.

Dispute Resolution Process

All VPAs must include a structured dispute resolution clause, which as a minimum provides for the following steps:

1. Notification
Either party may give written notice to the other identifying the nature of the dispute and requesting resolution.
2. Senior Officer Negotiation
Within 14 days of the notice, senior representatives of the parties must meet (in person or virtually) to attempt good faith negotiation of the matter.
3. Mediation
If unresolved within 21 days of the initial meeting, the dispute may be referred to an independent mediator agreed to by both parties or, failing agreement, nominated by the President of the Law Society of NSW.
4. Expert Determination (optional)
For technical or valuation matters, the parties may agree to refer the dispute to an appropriately qualified independent expert whose determination will be binding (unless otherwise agreed).
5. Legal Proceedings
If mediation or expert determination fails to resolve the dispute, either party may commence legal proceedings. However, this does not affect Council's rights to enforce compliance, call on security, or exercise any statutory powers under the Act.

8.4 Ensuring Compliance and Enforcement

To protect public interest and ensure the delivery of planning agreement obligations, Council requires that all VPAs include clear and enforceable provisions addressing default, rectification, and enforcement. These provisions enable Council to act promptly in the event of non-compliance or underperformance by the developer.

9. Governance and Probity Safeguards

Council is committed to ensuring all planning agreements are managed with integrity, transparency and in the public interest. Strong governance and probity controls are essential to maintaining community confidence in the planning system and to safeguarding against real or perceived conflicts of interest.

This section draws on guidance from the 2025 Practice Note ICAC principles, and leading local government policies including those of the City of Parramatta, The Hills, and Inner West Councils.

9.1 Role Separation and Prohibition on Undue Influence

To maintain the integrity of the planning agreement process, clear boundaries must be maintained between developers, Councillors, and Council officers.

Elected Councillors must not be involved in negotiation of planning agreements.

Developers and their representatives must not attempt to influence or lobby Councillors or Council officers in relation to planning agreement matters. All communication regarding VPAs must occur through designated officers and be formally documented. Any attempt to circumvent these requirements may result in referral to the Chief Executive Officer or the Independent Commission Against Corruption (ICAC).

9.2 Separation of Statutory and Commercial Functions

Planning agreements often intersect with development proposals and rezoning applications. To ensure impartiality and regulatory independence, Council separates its statutory assessment functions from its role in negotiating planning agreements.

Council officers responsible for assessing development applications or planning proposals must not be involved in negotiating the terms of any related planning agreement. Where Council has a financial or property interest in a site, it will engage an independent officer or external party to manage the planning agreement process. These safeguards ensure that decisions are made objectively and that no undue influence is exerted over regulatory processes.

9.3 Conflict of Interest Protocols

To uphold public confidence in the planning system, all parties involved in a planning agreement must act transparently and avoid any real or perceived conflict of interest.

Council staff, consultants and elected members must disclose any personal, financial, or professional interests that could influence their role in the planning agreement process. Where a conflict is identified, appropriate steps must be taken in accordance with Council's Code of Conduct—such as recusal, reassignment of duties, or additional oversight as declared in accordance with Council's Conflict of Interest Policy

Council officers who have assessed a related development application must not participate in negotiating or approving the associated planning agreement unless a formal peer review process is undertaken and risk mitigation measures are in place.

9.5 Probity in Meetings, Documentation and Records

Meetings with developers shall be conducted formally, include at least two Council officers, and be documented with written records retained in Council's official systems. All correspondence, technical reports, legal advice, valuations and financial records related to a planning agreement must be filed in the relevant VPA case record.

10. Review Modification, and Assignment/Novation of Agreements

Planning agreements must be capable of being reviewed and modified in response to changing circumstances and must provide a lawful and transparent process for amendment or termination. This section establishes Council's approach to managing post-execution changes to VPAs, in accordance with the Act, the Regulation, and Council's public interest obligations.

10.1 Review of Agreements

Council will generally require provisions to be included in planning agreements requiring review planning agreements where:

- a) The development to which the agreement relates has materially changed (e.g. through a modification application or rezoning);
- b) Infrastructure or public benefit requirements have shifted due to updated strategic plans or servicing needs;
- c) A party to the agreement requests a variation or identifies ambiguity, error or inconsistency;
- d) Council audits or compliance monitoring identifies non-performance or non-alignment with current policy or infrastructure delivery schedules.

10.2 Modification of Agreements

A planning agreement may only be amended:

- By mutual consent of all parties to the agreement; and
- In accordance with the procedures set out in the agreement and the *Act* and Regulation.

Any proposed modification must:

- Be documented in the form of a Deed of Variation, which clearly identifies the changes proposed;
- Be accompanied by an updated Explanatory Note;
- Be subject to legal and governance review;
- Be reported to Council for determination, where required; and
- Be publicly exhibited for not less than 28 days.

Where modifications relate to the timing, nature or value of developer contributions, Council may require:

- An updated valuation or quantity surveyor assessment;
- Revised security arrangements; and
- Updates to the VPA Register and public documents.

10.3 Assignment and Novation of Agreements

Council will generally require a provision be included in a planning agreement restricting a developer from assigning or novating any of its rights or obligations under a Planning Agreement without the prior written consent of Council. Council may grant such consent where:

- a) A deed of assignment or novation between the developer, the incoming party and the Council in terms agreeable to the Council is executed at no cost to Council;
- b) There is no existing breach of the Planning Agreement;
- c) The Planning Agreement is registered on title and the incoming party agrees to registration where applicable.

11. Appendices and Supporting Documents

This section provides supporting documents, guidelines, and reference materials that assist in the interpretation, application, and implementation of VPAs in Council. These documents ensure that VPAs are structured, legally compliant, and aligned with best practices in planning and development contributions.

The appendices serve as reference materials for developers, Council staff, and the community to understand the process, requirements, and obligations associated with VPAs.

11.1 Standard Planning Agreement Template

To ensure consistency and compliance with legislative requirements, Liverpool City Council provides a Standard Planning Agreement Template that developers must use when preparing a VPA.

A copy of the Standard Planning Agreement Template is available on Liverpool City Council's website and at Council's Planning and Development Offices.

11.2 Acceptability Test

To ensure that all VPA delivers a net community benefit and are consistent with Council's policy framework, applicants must complete and submit the Acceptability Test Checklist as part of any VPA proposal.

The Acceptability Test is to be applied in accordance with Section 4.1 – Public Interest and Acceptability Test of this Policy.

Council will assess all VPA proposals against the criteria outlined in Section 4.1, supported by the information provided in the completed checklist.

Failure to adequately address the Acceptability Test may result in the VPA proposal not being supported.

Acceptability Test Checklist

| Category | Assessment Questions | Yes / No / Comments or Supporting Material |
|-------------------------------|---|--|
| 1. Strategic Alignment | Is your VPA proposal consistent with Council's Community Strategic Plan, LSPS, LEP, local contributions plans? , Endorsed Infrastructure Services Delivery Plan (ISDP)? | |

| Category | Assessment Questions | Yes / No / Comments or Supporting Material |
|---|---|---|
| | Is the proposed infrastructure aligned with Council's adopted capital works programs or asset management priorities? | |
| 2. Public Interest and Community Benefit | Does your proposal offer public benefits that go beyond conditions normally required under development consent or s7.11/s7.12 contributions? | |
| | Are the proposed public benefits designed to serve the broader community, rather than just the occupants or users of the proposed development? | |
| 3. Legal and Policy Compliance | Does the draft planning agreement comply with the Act and the Regulation, any relevant <i>Ministerial Directions</i> , and the <i>Practice Note</i> ? | |
| | Is the agreement lawful, enforceable, and supported by appropriate authorisation within your organisation? | |
| 4. Duplication and Statutory Obligations | Are any of the items you propose in the VPA already required under legislation, SIC charges, or State Planning Agreements (e.g. Works-in-Kind agreements)? | |
| | Are any items proposed that may duplicate infrastructure already committed to under a State-led VPA, a State infrastructure delivery mechanism, or by other State agencies? | |
| | Are any of the proposed VPA items required under a condition of development consent issued (or to be issued) by a consent authority? | |
| 5. Value and Equivalence | Has independent valuation evidence been provided for any proposed land, works, or infrastructure (e.g. quantity surveyor report or certified valuation)? | |
| | Having regard to local priorities, would a monetary contribution provide greater public benefit or flexibility to Council than the direct delivery of infrastructure? | |
| | Is any proposed infrastructure not required within the next 10 years, having regard to demand forecasts or development staging? | |
| | If so, have the whole-of-life costs of the infrastructure been considered and addressed (e.g. interim maintenance, depreciation, and security)? | |
| | Where immediate delivery is not justified, have you offered one or more of the following: | |

| Category | Assessment Questions | Yes / No / Comments or Supporting Material |
|---|--|---|
| | a) Ongoing maintenance funding for early delivery, b) A monetary contribution in lieu of works, or c) Staged delivery of only essential infrastructure, with a contribution for the balance? | |
| 6. Public Value for Money | Does the proposal provide clear public value for money compared to standard contributions or other lawful delivery mechanisms? | |
| | Provide justification demonstrating how the proposal delivers value for money to the community compared to standard contributions or alternative delivery mechanisms. | |
| | Provide details of how lifecycle costs have been accounted for, including any impacts on the long-term benefit of the proposed infrastructure. | |
| | Does the Planning Agreement ensure that any land dedications or works are valued using the pre-rezoning (pre-uplift) planning controls, in accordance with Section 7.6 of this Policy, where applicable? | |
| 7. Timing and Delivery Certainty | Provide details of all proposed triggers for the delivery of works or contributions (e.g. CC, SWC, SC, OC). | |
| | Provide details demonstrating how the proposed timing of infrastructure delivery aligns with Council's Infrastructure services delivery strategy. | |
| | If infrastructure is proposed to be delivered ahead of demand, have you proposed a funded interim maintenance and management plan? | |
| 8. Governance and Probity | Have you declared all potential or actual conflicts of interest relating to this proposal? | |
| | Have you, or anyone representing you, engaged with Councillors or staff in a way that could be perceived as lobbying or undue influence? | |
| | Are you aware that Council separates roles in statutory assessment and VPA negotiation, and agree to respect this process? | |
| 9. Transparency | Confirm that full public exhibition of the draft planning agreement and explanatory material is supported in accordance with the Environmental Planning and Assessment Regulation. | |

| Category | Assessment Questions | Yes / No / Comments or Supporting Material |
|--|--|--|
| | Confirm that the final VPA may be published on Council's public register and subject to ongoing monitoring and compliance review. | |
| 10. Additional Demand Justification | Have you provided an Infrastructure Needs Assessment (INA) demonstrating that the development creates demand for infrastructure not covered under Council's s7.11 or s7.12 contributions plans? | |

Proposed Asset Lifecycle and Maintenance Considerations

Council will assess the full whole-of-life cost of any proposed infrastructure under a VPA — including upfront capital cost, long-term maintenance, and asset depreciation.

Where infrastructure is delivered significantly ahead of demand, the VPA must address how early-year maintenance costs will be covered. Council may require the developer to:

- Contribute ongoing maintenance funding for the interim period, or
- Convert infrastructure offers to monetary contributions, if that better aligns with Council's capital and asset management strategies.

Infrastructure Prioritisation and Flexibility

Where the proposed infrastructure is not required within the foreseeable future (e.g. next 10–20 years), Council may determine that a monetary contribution is preferable. This enables the delivery of other high-priority infrastructure within the same contributions catchment or planning precinct.

Council reserves the right to require monetary contributions in lieu of proposed works if this approach:

- Aligns with current demand,
- Supports infrastructure sequencing, and
- Delivers greater public value for money and service outcomes.

11.3 Public Benefit Valuation Guidelines

To ensure that public benefits offered under a Voluntary Planning Agreement (VPA) deliver measurable value to the community and are assessed transparently and consistently, Liverpool City Council applies the following Public Benefit Valuation Guidelines. The value of a benefit proposed under a Planning Agreement will be determined prior to the Planning Agreement being publicly notified.

These guidelines classify contributions into three categories:

1. Public Material Benefit (Provision of Infrastructure)

2. Land Dedication at No Cost to Council
3. Monetary Contributions

All public benefits must be accompanied by independent valuation reports from qualified professionals, with Council reserving the right to commission peer reviews or reject valuations that do not meet policy standards.

Where infrastructure proposed under a VPA overlaps with items already included in a Section 7.11 or 7.12 Contributions Plan and Council agrees to a credit or offset arrangement, Council will apply a partial credit only to the equivalent value of the CP-listed item.

Any additional cost or scope beyond the Contributions Plan standard (e.g. upgraded finishes, larger footprint, early delivery) will be considered a voluntary public benefit under the VPA and not credited against contributions, unless otherwise agreed in writing by Council.

Council will not support double dipping, such as:

1. Receiving credit for the full upgraded item when only part of it replaces a Contributions Plan obligation, or
2. Claiming credit under both a VPA and a Contributions Plan for the same infrastructure.

11.3.1 Public Material Benefit (Provision of Infrastructure)

Where a developer proposes to deliver public infrastructure under a Planning Agreement—such as roads, stormwater assets, open space, or community facilities—the following requirements apply:

a) Construction cost estimates

Notwithstanding any estimated construction costs considered during the negotiation of the planning agreement or any agreed value of works included in a planning agreement, a developer will be required to complete the works notwithstanding the actual cost of construction exceeding the estimated construction cost or agreed value.

b) Infrastructure Standards

All infrastructure must be designed and delivered in accordance with:

- Council's design specifications and engineering standards;
- Relevant public domain and urban design guidelines; and
- Council's asset management and lifecycle performance requirements.

c) Lifecycle Costing

A whole-of-life cost analysis must be submitted and must include:

- Minimum 10-year projections of operational and maintenance costs;
- Depreciation schedules aligned with Council's asset accounting standards;
- Identification of interim maintenance responsibilities where assets are delivered ahead of projected community demand.

d) Council Valuation and Adjustments

Council may apply a downward adjustment to the assessed value of proposed infrastructure where:

- Lifecycle costs are considered high relative to their function or projected use; or
- The infrastructure is delivered significantly in advance of demand without appropriate interim maintenance arrangements.

e). Design Compliance and Pre-Construction Approvals

Unless otherwise specified in the planning agreement, all infrastructure works delivered under a VPA must comply with Council's current design and construction specifications and relevant engineering standards.

Prior to the commencement of any physical works, the developer is responsible for obtaining:

- All relevant planning and statutory approvals (e.g. construction certificates, permits), and
- Written approval from Council for all final designs, staging plans, and construction methodologies.

Failure to secure required approvals prior to works commencing may result in non-acceptance of the works, withholding of certificate release, or enforcement action under the planning agreement.

f) Maintenance Requirement for Open Space

Where a developer proposes to deliver public open space (e.g. parks, landscaped reserves, stormwater corridors) under a VPA, the developer must either:

- Maintain the asset for a minimum period of 36 months following practical completion, to Council's satisfaction, OR
- Enter into an agreement with Council to provide maintenance funding sufficient to cover that period

This ensures the asset is handed over in a sustainable condition and aligns with Council's long-term asset management and operational budgeting obligations.

11.3.2 Land Dedication at No Cost to Council

Where a developer proposes to dedicate land to Council, the following guidelines apply:

a) Strategic Need and Suitability

- Land must be required for a public purpose and be identified in or aligned with:
 - Local Strategic Planning Statement (LSPS),
 - Contributions Plan,
 - LEP/DCP zoning or objectives, or
 - Infrastructure Services Delivery Plan (ISDP).
- Council may decline dedication of land that is:

- Surplus to requirements,
- Inappropriately located,
- Operationally inefficient or too costly to maintain.

b) Legal Status and Servicing

- Land must be:
 - Unencumbered and legally subdivided (fee simple title),
 - Serviced and accessible,
 - Free of easements, encroachments, or legal restrictions (unless accepted by Council),
 - Dedicated at no cost to Council, including registration and conveyancing.

c) Contamination and Site Condition

Any land proposed to be dedicated to Council under a Planning Agreement must be demonstrated to be suitable for the purpose for which it is to be dedicated.

The developer must provide, at its cost:

- A Site Audit Report; and
- A Site Audit Statement,

both prepared by an accredited Site Auditor confirming that the land is suitable for its intended public purpose in accordance with all applicable legislation and relevant guidelines.

The developer must indemnify Council against any claims, liabilities, losses, damages, costs or expenses arising from contamination that occurred prior to the date of dedication. Council will not accept dedication of land unless satisfied that the land is suitable for its intended purpose and does not expose Council to unacceptable contamination risk.

d) Valuation

Where a planning agreement involves the dedication of land or the provision of works-in-kind, a valuation or cost estimate must be prepared to determine the fair value of the public benefit. All valuations and costings must meet the following requirements:

Qualification of Valuer or Quantity Surveyor

Any valuer or quantity surveyor (QS) engaged for the purposes of this Policy must:

- Be currently practising in New South Wales;
- Be a current member of a recognised professional organisation (e.g. Australian Property Institute for valuers, or Australian Institute of Quantity Surveyors for QSs) and have held such membership for at least five (5) years;
- Have a minimum of three (3) years of relevant experience in valuing or assessing land or works of a similar type and scale to those proposed under the planning agreement.

Valuation Requirements

All valuations must:

- Be prepared by a Registered Valuer;
- Be based on the land's intended public use, not residual or alternative development potential;
- Account for physical and legal site constraints, including flooding, topography, access limitations, and easements;
- Reflect the current planning controls, including zoning and permissible uses;
- Be no more than six (6) months old at the time of submission to Council;
- Exclude any value uplift resulting from infrastructure delivered under the same planning agreement or related planning proposal;
- Avoid double-counting improvements or components that are proposed as both land value and works-in-kind.

Once the value or cost estimate of the public benefit is determined, the developer will be required to complete the works and dedicate the land notwithstanding the actual cost of construction or actual value of the land at the time of dedication exceeding the estimated cost or agreed value.

11.3.3 Monetary Contributions

Where a developer proposes a monetary contribution in lieu of works or land, the following applies:

- Contributions must be:
 - Indexed to CPI or another agreed benchmark (e.g. ABS Construction Index),
 - Clearly defined by infrastructure category, delivery area, and intended purpose,
 - Supported by rationale for public benefit equivalence.
- Council may prefer a monetary contribution where:
 - Infrastructure is not yet required based on staging or ISDP sequencing,
 - Lifecycle or interim management costs for early-delivered infrastructure would be excessive,
 - The cash contribution enables timelier delivery of essential infrastructure elsewhere in the same catchment.

Council will assess all monetary offers against value-for-money, flexibility, and strategic alignment with infrastructure priorities.

11.3.4 Council Review and Discretion

Council reserves the right to:

- Commission independent peer reviews of any valuations at the developer's cost,
- Reject valuations that:
 - Are prepared by consultants with conflicts of interest,
 - Are based on outdated or inappropriate assumptions,
 - Omit necessary information (e.g. lifecycle costs, encumbrances),
- Adjust accepted values to reflect actual net community benefit,
- Require developers to resubmit revised valuations or adjust the VPA offer to ensure fairness, transparency, and strategic consistency.

All valuations and supporting documentation must be submitted with the Acceptability Test Checklist (Section 11.2) and are subject to internal review prior to progressing to public exhibition or legal drafting.

11.4 Developer Contribution Calculation Methodology

Council applies a standardised methodology for calculating developer contributions under VPAs to ensure fairness, consistency, and financial accountability.

Key Calculation Factors:

1. Infrastructure Demand Generated by the Development:
 - High-density developments may require higher contributions for transport, public spaces, and utilities.
2. Costs of Providing Public Benefits:
 - Contributions are based on cost estimates for infrastructure delivery using:
 - Construction cost databases.
 - Recent tender prices for similar projects.
 - Market valuations for land dedications.
3. Indexation of Contributions:
 - All monetary contributions are indexed to reflect inflation and construction cost increases.
4. Staged Contributions for Large-Scale Developments:
 - If a development is completed in stages, contributions must be linked to milestones such as:
 - Number of dwellings completed.
 - Completion of key infrastructure components.



ITEM 03

**Liverpool Development Control Plan 2008 Reform
- Project Update**

| | |
|----------------------------|---|
| Strategic Objective | Liveable, Sustainable, Resilient Deliver a beautiful, clean and inviting city for the community to enjoy |
| File Ref | 123394.2026 |
| Report By | Peter Nelson - Principal Strategic Planner |
| Approved By | Lina Kakish - Director Planning & Design |

EXECUTIVE SUMMARY

The Liverpool Development Control Plan 2008 (LDCP) provides detailed controls for the design and assessment of new development within the Liverpool Local Government Area (LGA). The LDCP also supports the objectives of the *Liverpool Local Environmental Plan 2008* (LLEP) and must be consistent with the provisions and objectives of this prevailing LEP.

The LDCP has been in effect since 2008. Periodic reviews are needed to ensure the development controls in the LDCP align with Council's strategic direction and reflect best practice in planning, building design, residential amenity and sustainability outcomes. Furthermore, the adopted Delivery Program 2025-2029 and Operational Plan 2025-2026 includes actions to review and update the LDCP.

As a result, City Planning has commenced a review of the LDCP to ensure the planning controls reflect industry best practice, align with current legislation and deliver positive outcomes for growing communities.

Known as the LDCP Review Project, the initiative will be delivered in two (2) stages, with Stage 1 primarily focused on housekeeping updates to LDCP 2008, while Stage 2 will consider any future adopted changes to the LEP as part of the new Liverpool LEP Project.

This Report focuses on the process and proposed changes for Stage 1 which will be tabled for Council consideration at the Ordinary Meeting of Council on 29 April 2026. At the Meeting, staff will be seeking Council endorsement to publicly exhibit the proposed DCP changes for a minimum of 28 days.

Following the public exhibition, a Post-Exhibition Report will be tabled at a future Ordinary Meeting of Council summarising submissions received and seeking Council endorsement for the proposed DCP amendments.

RECOMMENDATION

That the Governance Committee receives and notes this Report.

REPORT

Background

The Liverpool Development Control Plan 2008 (LDCP) provides detailed controls for the design and assessment of new development within the Liverpool Local Government Area (LGA). The LDCP also supports the objectives of the *Liverpool Local Environmental Plan 2008* (LLEP) and must be consistent with the provisions and objectives of this prevailing LEP.

The LDCP has been in effect since 2008. Periodic reviews are needed to ensure the development controls in the LDCP align with Council's strategic direction and reflect best practice in planning, building design, residential amenity and sustainability outcomes. Furthermore, the adopted Delivery Program 2025-2029 and Operational Plan 2025-2026 includes actions to review and update the LDCP.

As a result, City Planning has commenced a review of the LDCP to ensure the planning controls reflect industry best practice, align with current legislation and deliver positive outcomes for growing communities.

Known as the LDCP Review Project, the initiative will be delivered in two (2) stages, with Stage 1 primarily focused on housekeeping updates to LDCP 2008, while Stage 2 will consider any future adopted changes to the LEP as part of the new Liverpool LEP Project.

Proposed DCP amendments associated with Stage 1 will be tabled for Council consideration at the Ordinary Meeting of Council on 29 April 2026. At the Meeting, staff will be seeking Council endorsement to publicly exhibit the proposed DCP changes for a minimum of 28 days.

Liverpool Development Control Plan (LDCP) Review Project – Stage 1 Amendments

The overarching scope for the Stage 1 amendments to the LDCP is largely administrative and aims to rationalise existing policy to ensure there are concise objectives and controls, as well as remove outdated policy references and simplify the Development Assessment process.

In addition, improvements have been made to existing provisions to ensure they align with Local and State Policy changes. In this regard the most substantive change is to update references to State Environmental Planning Policies (SEPPs) where these have undergone name changes. Key areas of reform that will be addressed as part of Stage 1 are summarised in *Table 1*.

Table 1 – Key areas of reform for Stage 1 of the LDCP Review Project

| # | Area of Reform | Reason for Reform |
|---|---|--|
| 1 | Legislative and Policy Updates | Stage 1 amendments include updates to redundant policy and legislative references, as well as references to redundant Australian Standards. |
| 2 | Environmental and Heritage Matters | <p>Stage 1 amendments include updating current controls to align with Council’s Tree Management Framework and Climate Change Policy, as well as ensuring alignment with current best practice in the Aboriginal Cultural Heritage Assessment space.</p> <p>In addition, content will also be amended to remove outdated references in the fields of Bushfire Management and Biodiversity.</p> |
| 3 | General Design, Residential and Non-Residential Matters | <p>Stage 1 amendments will include new and/or improved objectives to support existing controls e.g. additional objectives are proposed under “Part 7 – Development in Industrial Zones” to provide clarity and guidance in relation to existing controls.</p> <p>Furthermore, the amendments will include updated definitions for specific items including Arborist, Lopping Ring Barking and Topping, as well as updated provisions to align with NSW Government Legislation (e.g. controls in relation to Centre-Based Child Care were amended in accordance with <i>State Environmental Planning Policy (Transport and Infrastructure) 2021</i>).</p> |
| 4 | Traffic and Transport Matters | Stage 1 amendments include updated references to Australian Standards for parking and access; updated provisions for unique uses/types of development (e.g. clarification of traffic, parking and safety provisions for child care centres); and updated requirements for the provision of Transport Management Plans. |
| 5 | Definitions | Stage 1 amendments will include necessary updates to definitions in accordance with legislative changes and/or industry best practice. |

Overall, the proposed changes associated with Stage 1 are considered necessary, practical and suitable to improve the functionality and effectiveness of the LDCP.

Savings and Transitional Arrangements

Stage 1 of the DCP Review does not contain substantial policy changes however, it is recommended that Council adopt savings and transitional arrangements in relation to the current DCP and the draft DCP once placed on exhibition. This is to assist with managing the Development Assessment process and timing of the changes coming into effect.

Next Steps

The proposed DCP amendments associated with Stage 1 of the LDCP Review Project will be tabled for Council consideration at the Ordinary Meeting of Council on 29 April 2026. At the Meeting, staff will be seeking Council endorsement to publicly exhibit the proposed DCP changes for a minimum of 28 days.

Following the public exhibition, a Post-Exhibition Report will be tabled at a future Ordinary Meeting of Council summarising submissions received and seeking Council endorsement for the proposed DCP amendments.

FINANCIAL IMPLICATIONS

There are no financial implications relating to this recommendation.

CONSIDERATIONS

| | |
|-------------------------|--|
| Economic | There are no economic and financial considerations. |
| Environment | Manage the environmental health of waterways. Protect, enhance and maintain areas of endangered ecological communities and high-quality bushland as part of an attractive mix of land uses. |
| Social | Preserve and maintain heritage, both landscape and cultural as urban development takes place. |
| Civic Leadership | There are no civic leadership and governance considerations. |
| Legislative | There are no legislative considerations relating to this Report. |
| Risk | There is no risk associated with this Report. |

ATTACHMENTS

Nil

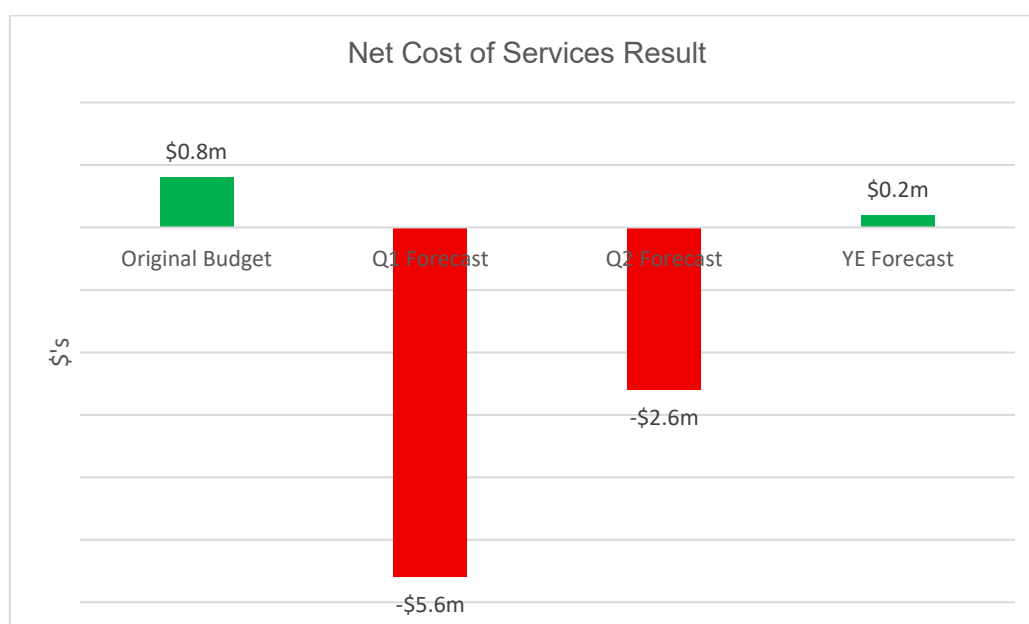
| | |
|----------------|------------------------------------|
| ITEM 04 | Finance Report - March 2026 |
|----------------|------------------------------------|

| | |
|----------------------------|---|
| Strategic Objective | Visionary, Leading, Responsible Ensure Council is accountable and financially sustainable through the strategic management of assets and resources |
| File Ref | 030656.2026 |
| Report By | Vishwa Nadan - Chief Financial Officer |
| Approved By | Farooq Portelli - Director Corporate Services |

EXECUTIVE SUMMARY

This report provides an update on Council’s 2025-26 budget performance for 9 months ending to 31 March 2026.

The December 2025 (Q2) budget review presented to Council at its meeting 25 February 2026 projected the net cost of services for the 2025-26 financial year at a deficit \$2.6m. This report highlights both the favorable and unfavorable circumstances that affected the projected budget result. Given the estimated budget impact, services are expected to generate a net surplus of \$0.2 million for the 2025-26 financial year.



Council held \$453.8 million in cash and cash investments on 31 March 2026 which included \$8.9 million in unrestricted reserves.

Total rates outstanding on 31 March 2026 was \$56.2 million, of which \$5.8 million related to previous years. The balance of \$50.4 million relates to current year, which will become collectable in quarterly instalment.

RECOMMENDATION

That the Governance Committee receives and notes the report.

REPORT

2025-26 Budget Performance

Below is summary of 2025-26 approved budget. Based on the variations identified below and their potential budget impacts, the net cost of services is currently projected at a surplus of \$0.2m.

| | Original Budget | Q1 Budget Review | Q2 Budget Review | Changes | Projected Result |
|---|------------------------|-------------------------|-------------------------|----------------|-------------------------|
| Total Income | \$462.4m | \$437.2m | \$424.5m | \$36.4m | \$460.9m |
| Less: Capital Grants & Contributions | (\$177.4m) | (\$152.5m) | (\$137.8m) | (\$34.4m) | (\$172.2m) |
| Operating Income | \$285.0m | \$284.7m | \$286.7m | \$2.0m | \$288.7m |
| Operating expenditure | \$284.2m | \$290.3m | \$289.3m | (\$0.8m) | \$288.5m |
| Net Cost of Service before capital grants & contributions surplus/ (deficit) | \$0.8m | (\$5.6m) | (\$2.6m) | \$1.2m | \$0.2m |

The following adjustments to the projected budget result have been identified that will impact the 2025-26 financial year's result. The Governance Committee will be regularly updated on these matters.

Unfavorable Changes

| Description | Budget Impact | Cash Impact | Explanation/ Strategy |
|--|---------------|-------------|--|
| 1. Engineering Inspection & Subdivision certification fees | -\$535k | -\$535k | Council is increasingly losing market share to private service providers. |
| 2. Fair Value loss on investments | -\$500k | - | The gain on market value of Council's investments in FRN's was projected at \$1m, however, recent events in the Middle East have resulted in a downward trend in market value. The position is dependent on market conditions at 30 June 2026. |
| 3. Parking Fees (Warren Service Way) | -\$500k | -\$500k | Reduced number of patrons due to safety concerns attributed to rough sleepers, loitering / living at the library forecourt and the stairwells. |
| 4. Equipment – Repair & Maintenance (Leisure Centres) | -\$290k | -\$290k | Nine months pro-rata gym equipment subsidy (capped at \$520 p.a.) payable to Belgravia under the new contract. A savings of \$100k in events budget was identified and reduced the budget impact. |
| 5. Legal Expenses | -\$280k | -\$280k | External legal costs in representing Council's interests. |
| 6. Election Costs | -\$278k | -\$278k | NSW Electoral Commission quote of \$778k for by-elections. Increase from initial cost was estimated at \$500k. |

Favorable Changes

| Description | Budget Impact | Cash Impact | Explanation/ Strategy |
|---------------------------------|---------------|-------------|--|
| 1. Material & Services | +\$1.7m | +\$1.7m | Budget adjusted based on current expenditure trend |
| 2. Salaries related expenditure | +\$1.0m | +\$1.0m | Further savings to March 26 accruing from current vacancies. |

| | | | |
|---------------------------------|---------|---------|--|
| 3. Parking Fines | +\$750k | +\$750k | Revenue NSW erroneously misallocated infringements and paid associated funds to another agency. Recovery is being pursued. |
| 4. Interest & Investment Income | +\$500k | +\$500k | The Strategic Investment Committee is working closely with Councils Investment Advisor and making strategic investment decisions to improve yields. Based on current trends, Council is projecting an uplift in interest earnings of \$1m higher than budget. Further, additional \$35m is expected in s7.11 contributions under aerotropolis contribution plan by 30 June 2026 which will increase councils' cash holdings. |
| 5. Gain on sale of assets | +\$843k | +\$843k | The council auctioned two assets, both selling above reserve prices and resulting in higher-than-expected gains. The budget/ cash impact is net of \$72k agents' commission. |
| 6. User Charges and Fees | +\$385k | +\$385k | Additional revenue attributed to Sec 603 Certificates, Design Excellence Panel and LEP amendment fees based on current revenue trend |

Cash Reserves

Council held \$453.8 million in cash and cash investments on 31 March 2026 which included \$8.9 million in unrestricted reserves.

Outstanding Rates

Total rates outstanding on 31 March 2026 was \$56.2 million, of which \$5.8 million related to previous years. The balance of \$50.4 million relates to current year, which will become collectable in quarterly instalment.

ATTACHMENTS

Nil

ITEM 05

Update to Liverpool 2050

| | |
|----------------------------|--|
| Strategic Objective | Evolving, Prosperous, Innovative Promote and deliver an innovative, thriving and internationally recognised global city |
| File Ref | 105882.2026 |
| Report By | Hiba Soueid - Manager City Strategy and Performance |
| Approved By | Jason Breton - CEO |

EXECUTIVE SUMMARY

At its Council meeting on 10 December 2024, Council unanimously resolved to:
“Endorse the development of Liverpool2050 as a long-term strategy to guide the future of the City of Liverpool to 2050”.

Liverpool 2050 is being developed as a city shaping vision to 2050. It will provide a strategic framework to guide long term planning, support advocacy and investment attraction, and strengthen stakeholder engagement and city positioning.

Since endorsement, the project has progressed from initial concept development to detailed document development. Key activities have included engagement of consultants, internal coordination, and targeted workshops with senior staff and subject matter experts in February 2026, followed by continued content development through March 2026.

This report provides Council with a status update on the development of Liverpool 2050, including its purpose, strategic foundations, timeline, key concepts and current progress.

RECOMMENDATION

That the Governance Committee receive and note the report on the status of the Liverpool 2050 (LIV2050) strategic vision document.

REPORT

LIV2050 is a broad city-shaping framework rather than a conventional planning or policy document. The work responds to a period of major structural change for Liverpool and the wider South West Sydney region, including continued population growth, the emergence of Western Sydney International Airport and Bradfield City Centre, the expansion of health, education and logistics activity, and the opportunity for Liverpool to position itself more clearly as a connected, globally engaged and investment-ready city.

PURPOSE OF LIV2050

The purpose of LIV2050 is to:

- establish a clear, long-term vision for Liverpool as a leading gateway city;
- provide a unifying narrative to guide investment, planning and advocacy;
- position Liverpool within the broader Western Sydney economic ecosystem;
- align infrastructure, land use and economic development outcomes; and
- support Council's role in shaping growth rather than responding to it.

Importantly, LIV2050 is intended to be a long-term framework that brings together infrastructure, place, economy and people into a cohesive city narrative. As reflected in the draft material, the document seeks to capture Liverpool as “a city in motion” and to present the city as one that chooses to shape its future rather than wait for change.

PROJECT TIMELINE AND DEVELOPMENT

The LIV2050 project has progressed through the following stages.

1. Council resolution and project initiation – 10 December 2024
The project formally commenced with Mayor Mannoun's Liverpool2050 Mayoral Minute at the Ordinary Council meeting of 10 December 2024. That resolution established the strategic basis for the project and embedded Liverpool2050 within the Community Strategic Planning framework.
2. Phase 1: Engagement
Council engaged CRED consulting to undertake community engagement to inform the development of its Community Strategic Plan and the proposed initiatives outlined in the Liverpool 2050 strategy. This involved pop-ups in the Liverpool city centre and at universities, a stakeholder engagement workshop and community focus groups.

3. Initial concept development and consultant engagement

Work commenced on framing the purpose, positioning and narrative direction of the document. This initial stage focused on establishing LIV2050 as a city-shaping vision rather than a traditional internal strategy, with an emphasis on strategic positioning, advocacy value and investment-readiness.

4. Senior staff workshop - 6 February 2026

A workshop with senior Council staff was held on 6 February 2026 to test and refine the emerging direction of the document. This stage focused on the overall vision approach, including the brand story, design direction, narrative tone and key messages to be carried through the document.

5. Follow-up workshop - 23 February 2026

A follow-up workshop was held on 23 February 2026 to build on the earlier strategic work and move further into project and content definition. This session focused on design concepts and approach, along with review and prioritisation of the ten transformational initiatives that now form the LIV2050 framework.

6. Ongoing coordination and detailed development - March 2026

Throughout March 2026, the project moved into a more detailed development phase. This included storyboarding, design and layout templates, copy development, development of a storytelling hierarchy for key projects, and mapping and wayfinding development.

KEY CONCEPTS AND FRAMEWORK

The LIV2050 framework is structured around a series of transformational initiatives that collectively define Liverpool's future. The draft material identifies ten key initiatives:

1. We connected a city
2. We bridged the divide
3. We moved mountains
4. We cured cancer
5. We made the city centre a destination
6. We made it a place to learn, play and stay
7. We turned waste into opportunity

8. We danced in the streets
9. We are 24/7
10. We became a river city.

These initiatives are supported by associated city-shaping projects including the South West Connector, Georges River Bridges, Fifteenth Avenue, the Health Precinct, Liverpool CBD, Learning Precinct, Project Green, the Entertainment/Cultural Hub, Rossmore Grange and Moore Point. Together, they are intended to tell the story of a city that acts with confidence and ambition.

A central idea to the LIV2050 Vision is the concept of a “spine” - a unifying structure that connects people, places and opportunities across the city and wider region. This provides both a narrative device and a wayfinding structure for the final document.

NEXT STEPS

The development of LIV2050 will progress to the next phase of stakeholder engagement, with a targeted workshop scheduled for 14 May 2026 to test and refine the ten projects and ensure the document is aligned with the long-term visions of Council's key stakeholders.

Insights from this engagement will inform further refinement of the document, alongside continued internal coordination and content development. The finalisation phase will focus on consolidating the strategic narrative, aligning with Council's broader planning framework, and preparing the document for Council consideration.

FINANCIAL IMPLICATIONS

Costs associated with this recommendation have been included in Council's budget for the current year and long-term financial plan.

CONSIDERATIONS

| | |
|-------------------------|--|
| Economic | The Vision will facilitate economic development. |
| Environment | The Vision encompasses a range of strategies which are aimed at capitalising on the circular economy and improving environmental outcomes. |
| Social | Provide cultural centres and activities for the enjoyment of the arts. |
| Civic Leadership | Actively advocate for federal and state government support, funding and services. |
| Risk | The risk is deemed to be Low. |

ATTACHMENTS

Nil

ITEM 06

Media Policy and Proposed Campaigns

| | |
|----------------------------|--|
| Strategic Objective | Visionary, Leading, Responsible Communicate, listen, engage and respond to the community by encouraging participation |
| File Ref | 087896.2026 |
| Report By | Clara McGuirk - Manager Marketing, Communications and Brand |
| Approved By | Tina Bono - Director Community & Lifestyle |

EXECUTIVE SUMMARY

The draft Social Media Policy and Media Policy were tabled at the 25 March Council meeting. Council requested that the policies be referred back to the Governance Committee to consider the implications and discuss further, particularly in relation to moderation of Council’s social media platforms and how to strike an appropriate balance between meeting Council’s legal obligations and providing the community with a platform for communication.

RECOMMENDATION

That the Governance Committee receive and note the presentation.

REPORT

The draft Social Media and Media Policy was tabled at the 25 March Council meeting.

During the meeting, Councillors discussed the recommendation to review moderation timeframes, including the closure of comments during periods when resourcing is not available, and the associated risks this presents for Council. Concerns focused on ensuring the community continues to have a voice and can share issues openly on social media, while maintaining accessibility and Council accountability.

The recommendation arose in response to an increase in derogatory and inciteful commentary, which highlighted Council’s responsibility to actively moderate its platforms and ensure discourse remains respectful.

Councillors also raised concerns that the proposed moderation downtimes would coincide with peak engagement periods. However, heatmap analysis of social media engagement shows that weekends are not consistently peak periods, and that most commentary during these times consists of broad statements rather than requests requiring direct assistance or action from Council.

Potential alternative management approaches include redirecting customer issues to Customer Service through automated responses, providing an escalation pathway for urgent or critical matters, and scheduling high engagement content during weekdays where moderation coverage is available.

Council currently uses automated moderation controls on Meta platforms to filter inflammatory language and inappropriate content. While these tools assist in managing risk, they are not fully reliable. Dedicated resourcing remains the most effective means of ensuring appropriate and timely moderation, however Council does not currently have sufficient resources to support this level of oversight.

In addition to this report, a presentation on proposed campaigns to improve Council perception and community engagement will be delivered alongside further discussion on the moderation recommendations referenced in the 25 March report.

FINANCIAL IMPLICATIONS

There are no financial implications relating to this recommendation.

| | |
|-------------------------|---|
| Economic | There are no economic and financial considerations. |
| Environment | There are no environmental and sustainability considerations. |
| Social | Promote community harmony and address discrimination. |
| Civic Leadership | Provide information about Council's services, roles and decision making processes. |
| Legislative | This matter has been considered in accordance with the Local Government Act 1993 (NSW), including: Chapter 3: Principles for Local Government, which require councils to act transparently, ethically and in the best interests of the community while ensuring responsible and sustainable decision-making. |

| | |
|--------------------|---|
| | <p>Sections 23 and 24: Powers of Council, which provide authority to exercise general and ancillary powers necessary to perform council functions and deliver services for the benefit of the local government area.</p> <p>Sections 223, 226, 232 and 335: Governance provisions, which define the respective roles and responsibilities of the governing body, the Mayor, councillors and the General Manager, maintaining the separation between strategic oversight and operational management.</p> <p>Chapter 14, Part 1: Conduct provisions, which establish standards of behaviour, ethical obligations and accountability requirements for councillors and council staff.</p> |
| <p>Risk</p> | <p>The risk is deemed to be Medium.</p> <p>Moderation across our social media platforms to reduce defamatory, derogatory and inciteful commentary is a legislative requirement.</p> <p>There are perception risks with managing social media commentary, however this can be diffused with a corresponding awareness campaign on what kind of posts will be hidden and what kind of behaviour is appropriate or discouraged online.</p> |

ATTACHMENTS

Nil